

City of Ramsey
Agenda
Regular City Council
Tuesday February 26, 2013
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Presentation**
- 3. Citizen Input**
- 4. Consent Agenda**
 1. Approve License Applications
 2. Approve the Following Meeting Minutes:
 1. City Council Work Session - February 12, 2013
 2. City Council Regular - February 12, 2013
 3. Approval From Exemption for a Gambling License for Isanti County Chapter of the MN Deer Hunters Association
 4. Approval From Exemption for a Gambling License for Capable Partners
 5. Authorization for Request for Proposals (RFP) for Legal Services
 6. Authorization to Seek Proposals for City Towing Services
 7. Authorization to Seek Proposals for Nuisance Abatement Services
 8. Adopt Resolution #13-02-050 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoiceing Received During the Period of February 7, 2013 through February 20, 2013
 9. Adopt Resolution #13-02-044 Awarding Contract to Pearson Bros. Inc for 2013 Street Sweeping
 10. Adopt Resolution 13-02-043 Authorizing Partial Payment to County Line Excavating, LLC for IP 12-25 North Commons
 11. Adopt Resolution #13-02-041 Authorizing Partial Payment to North Pine Aggregate for IP 12-20; CSAH 83 (Armstrong Blvd) - Sunwood Drive
 12. Adopt Resolution 13-02-040; for the partial payment to Sauter & Sons INC for the Nordvick Property demolition and site clean up; and review change order number one (1).
 13. Adopt Municipal Center Facility Use & Rental Policy
 14. Introduce Ordinance #2013-06 Authorizing the City of Ramsey to Sell/Convey Surplus Land (Windsorwood Property)

15. Report from the Personnel Committee - Meeting Date: February 12, 2013
5. **Approve Agenda**
6. **Public Hearing**
7. **Council Business**
 1. Consider Lease Agreement with Pro Power Sports & Marine, Inc
 2. Request by TK Entertainment (DBA Ramsey Raceway) to Amend Lease Agreement
 3. Adopt Ordinance to Amend Chapter 117 Related to Stormwater Controls and Illicit Discharges
 4. Consider Policy for Leasing City-Owned Land
 5. Consider purchase of 14590 Armstrong Blvd. NW, Ramsey, Minnesota (Wiser Choice Liquor Store) from M&W Holding Company, LLC (the "Property"). **PORTIONS OF THIS DISCUSSION MAY BE CLOSED TO THE PUBLIC.**
8. **Mayor/Council/Staff Input**
 1. **Mayor, Council & Staff will hold a Strategic Planning Work Session on Thursday, February 28**
 2. **The regular EDA meeting has been moved to March 7 - a week earlier than the normal meeting day**
 3. **There is no Planning Commission meeting for March**
9. **Adjournment**

CC Regular Session

4. 1.

Meeting Date: 02/26/2013

Submitted For: Jo Thieling

By: Jo Thieling, Administrative Services

Information

Title:

Approve License Applications

Background:

Attached is a list of licenses for Council approval.

Council Action:

Motion to approve license applications.

Attachments

License Apps for Approval

Form Review

Inbox

Kurt Ulrich

Form Started By: Jo Thieling

Reviewed By

Kurt Ulrich

Date

02/21/2013 07:47 AM

Started On: 02/14/2013 03:00 PM

Final Approval Date: 02/21/2013

**License Applications
For Year 2013**

Pawnbroker	Ramsey Pawn LLC	6550 Highway #10 NW	Ramsey, MN 55303	763-427-4100
*Special Events	Minnesota State Society DAR	27157 Dakota Avenue	Elko, MN 55020	952-461-2333
**Special Events	Northern Light Church	6701 Highway #10 NW	Ramsey, MN 55303	763-421-2378
***Peddlers/ Solicitors	American Exteriors of Minnesota LLC	1408 Northland Drive – Suite 106	Mendota Heights, MN	952-232-0879
****Peddler /Solicitors	Elite House Services of MN Inc.	210 Old Highway #8 SW	New Brighton, MN 55112	651-631-2000

*Special Events – Minnesota State Society DAR – for 5K run – application fee was waived for non-profit - there will be a charge for Police Officers to help with the roadcrossing, etc.

**Special Events – Northern Light Church – Easter Egg Hunt – no application fee charged

***Peddlers/Solicitors – American Exteriors of Minnesota LLC – to go door to door to sell windows and siding.

****Peddlers/Solicitors – Elite House Services of MN Inc. – to go door to door to sell windows, siding and roofing

CC Regular Session

4. 2.

Meeting Date: 02/26/2013

By: Jo Thieling, Administrative Services

Information

Title:

Approve the Following Meeting Minutes:

1. City Council Work Session - February 12, 2013
2. City Council Regular - February 12, 2013

Background:

Meeting minutes for Work Session and Regular dated February 12, 2013 are attached for Council review and approval.

Council Action:

Motion to approve the following Meeting Minutes:

1. City Council Work Session dated February 12, 2013
 2. City Council Regular dated February 12, 2013
-

Attachments

[021213 CCWS Minutes](#)

[021213 CC Regular Minutes](#)

Form Review

Inbox

Kurt Ulrich

Form Started By: Jo Thieling

Reviewed By

Jo Thieling

Date

02/21/2013 11:55 AM

Started On: 02/21/2013 11:51 AM

Final Approval Date: 02/21/2013

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, February 12, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Sarah Strommen
Councilmember David Elvig
Councilmember Mark Kuzma
Councilmember John LeTourneau
Councilmember Chris Riley
Councilmember Jason Tossey

Member Absent: Councilmember Randy Backous

Also Present: City Administrator Kurtis Ulrich
Parks and Assistant Public Works Superintendent Mark Riverblood
Public Works Superintendent Grant Riemer
Development Services Manager Timothy Gladhill
Management Analyst Patrick Brama

1. CALL TO ORDER

Mayor Strommen called the City Council Work Session to order at 6:25 p.m.

2. TOPICS FOR DISCUSSION

2.01: FOR DISCUSSION ONLY: Receive Presentation from the Charter School Fund in Regard to Potential Charter School Development

Development Services Manager Gladhill reviewed the staff report and request of Charter School Fund to explore potential sites in Ramsey for a future charter school, a tax exempt entity. He requested the Council provide direction as to whether the Development Team should work with this applicant.

Mayor Strommen addressed the timing to get through the presentation tonight and still allow Council the ability to ask questions.

Development Services Manager Gladhill indicated the Charter School Fund representatives are from out-of-state and suggested land use issues be forwarded to the Planning Commission and the Council address tax implications.

Ryan VanAlfen, Charter School Fund, introduced the Athlos Leadership Academy school model, explaining that Athlos means “notable feat” or “accomplishment,” and uses athletics as modality to teach. He presented slides of their other projects and stated they have delivered 700,000 sq. ft. in facilities. Mr. VanAlfen addressed the importance of assuring students are ready to compete and model of delivering character education to broaden appeal. He noted kids learn in physical ways and athletics produce a microcosm of life in working as a group for common good. Athleticism is taught through Velocity Sports Performance for core competency and adapted to be age appropriate to work in a school model. This process does not pit child against child or individual sports. They have found that character development and building social intelligence is critical for the child’s future. Mr. VanAlfen displayed a slide of their character report card and explained how it is integrated and reinforced into the classroom. After school opportunities are provided in the training school including team sports by Velocity, adult fit courses, Braintree Kids (a before and after school program), and Parent Partnerships. Mr. VanAlfen advised of partners in the school and displayed colored elevations depicting state-of-the-art facilities they have constructed.

Brian Huffaker, Charter School Fund, stated they are excited about the school and benefits it provides and hope the Council sees the assets it will bring to the community. He stated he would like to address the financial impacts to the community. Mr. Huffaker explained Charter School Fund provides real estate services to complete the facility, and an experienced team deals with the City and application process to make it a jointly beneficial project. Athlos Academics is the school function. He stated the property at the southwest corner of Sunwood Drive and Ramsey Boulevard is just less than 15 acres and based on expected lot configuration, fronts on both Sunwood Drive and Ramsey Boulevard. Mr. Huffaker displayed the front elevation of the proposed school, noting it shows an educational institution and strong depiction of that education. He then displayed the beginning footprint of the school and described the floor plan with the entry/lobby/gymnasium located in the center. The anticipated enrollment is 850 the first year, growing to 1,215. The building size of 85,000 square feet would have 46 classrooms and staff of 84. The annual gross budget is \$9.7 million/year. The project would result in 300 construction jobs paying \$8 million in wages and \$11 million in materials. The project is estimated at \$19 million in privately funded project costs and \$350,000 privately paid project fees (plus SAC/WAC). Mr. Huffaker stated there is demand in Ramsey for quality schools and this project offers a unique type of education and would host tournaments by Velocity Sports Performance. He stated they are willing to discuss the option of sharing of facility as a community center during off school hours. Mr. Huffaker stated this project will bring more interest to The COR, add the social value of a unique school, and improve the demand for the high-density residential options in The COR.

Development Services Manager Gladhill stated as staff reviewed potential tax implications, he wanted to note this site was within an existing Tax Increment Financing (TIF) District.

Councilmember Kuzma asked about the proposed grades.

Mr. VanAlfen stated they plan to start with K-8 and see if demand grows to K-12. They would like this expansion to grow organically.

Councilmember Elvig asked what is the attraction of The COR instead of other land in Ramsey.

Mr. VanAlfen stated the initial attractions were its proximity to Highway 10, rail, and the school's leader lives in the general vicinity.

Councilmember Elvig asked if they would be interested in other property, noting The COR is expensive ground and within a TIF District. He explained that constituents who paid for infrastructure improvements want to get tax benefit.

Mr. VanAlfen stated that is a potential.

Councilmember Elvig stated he is fascinated with the programming and agreed it would be new to Ramsey.

Mayor Strommen referenced the comment indicating there is demand for schools in Ramsey, and asked whether this was based on geographic region or demographics. She also asked where is the next closest school that they operate and if other schools are currently under construction.

Mr. VanAlfen stated they will have a school underway in 2014 in northern Brooklyn Park. He stated Ramsey currently has no middle school or high school besides PACT so they think there is a competitive landscape. In addition, based on enrollment in other area schools, there seems to be demand. Mr. VanAlfen stated they looked at The COR and found it to be very appealing from a development standpoint.

Councilmember Tossey explained that The COR is part of a TIF District, contains a lot of infrastructure costs, and bringing in a tax exempt defeats the purpose of TIF. He explained that PACT came in prior to the TIF District and Legacy Academy is on Bunker Lake Boulevard and Armstrong Boulevard. He noted there is private property available west of there and with the potential overpass at Armstrong Boulevard, that may be an option to be near The COR but not in The COR. Councilmember Tossey indicated a church approached the City last summer and the Council had the same concern with that request. He believed their concept was interesting, new, and knew PACT was very successful with a waiting list but there is hesitation due to expectation of the taxpayers.

Mr. VanAlfen stated they are sensitive to that and would like to begin dialogue to see if interest is there. He stated they would consider other sites; however, due to the challenges with their first construction project dealing with Minnesota winter, The COR pad is prepared and ready. That is a big draw to mitigate winter construction challenges.

City Administrator Ulrich asked whether they have worked with communities to make an annual contribution in lieu of property taxes.

Mr. Van Elfin stated he is familiar with the concept and willing to hold that conversation. He pointed out that the property will be held by a taxable entity for the first five years.

Councilmember Elvig asked about the property taxes paid for a \$19 million value project.

City Administrator Ulrich stated it is estimated this property could generate, at optimal commercial development, \$24 million in value and generate City taxes of \$500,000 to \$800,000 annually at full development.

Councilmember Elvig stated he is assuming that with a 14-acre site, there will be athletic fields and a concern is with getting the highest and best use of The COR property. He noted the City owns a portion of property south of Alpine Drive and west of Armstrong Boulevard where there is surrounding property of 40 acres. That site has traffic access to Highway 10 and may be a good site for this project that has an estate appearance. Councilmember Elvig stated that site is in the back yard of Legacy Academy but creates draw for The COR, and if constructed would draw residential next to the school, creating a handsome mix. He agreed that the option of contribution in lieu of taxation is worth exploring.

Councilmember LeTourneau stated this is an amazing project and concept, and he agreed with the aspect of athletics in learning. He stated it has been mentioned the City needs to review how this proposal fits with the overall development plan of The COR and Comprehensive Plan. Councilmember LeTourneau stated he would like to learn more about that, to identify alignment with those two, and also identify gaps so the Council can address placement and opportunity.

Mayor Strommen agreed there is an issue of alignment with the vision of The COR and Comprehensive Plan. She stated the City was notified of another potential user with an interesting project that was slightly different and she is concerned with the potential for a case-by-case erosion of that master vision. Mayor Strommen supported it being addressed holistically, including the Planning Commission, and diving into the tax impacts.

Councilmember Tossey explained there are commitments with this TIF District that need to be met and this property is to help do that but he is interested in talking about a resolution. He stated the Charter School is incredibly successful with graduates that continue on to college and receive scholarships, all benefits to the community as a whole.

Mr. VanAlfen stated it was clear from the beginning that this was not intended for a school site and the Council would have to find auxiliary benefits to make it attractive for a school. He indicated it may be a waste of time if not in the Comprehensive Plan and vision for The COR, but they thought there might be interest beyond what was originally planned. Mr. VanAlfen stated this model is unique enough that it will drive traffic to The COR and draw high density residential that the City wants to accomplish.

Mayor Strommen thanked Messrs. VanAlfen and Huffaker for this presentation.

3. FUTURE TOPICS FOR DISCUSSION

Noted.

4. MAYOR / COUNCIL / STAFF INPUT

None

5. ADJOURNMENT

Motion by Councilmember Elvig, seconded by Councilmember Tossey, to adjourn the Work Session meeting.

The Work Session of the City Council was adjourned at 6:56 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a regular meeting on Tuesday, February 12, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Sarah Strommen
Councilmember David Elvig
Councilmember Mark Kuzma
Councilmember John LeTourneau
Councilmember Chris Riley
Councilmember Jason Tossey

Member Absent: Councilmember Randy Backous

Also Present: City Administrator Kurtis Ulrich
Finance Director Diana Lund
Fire Chief Dean Kapler
Police Chief James Way
Parks and Assistant Public Works Superintendent Mark Riverblood
Public Works Superintendent Grant Riemer
Development Services Manager Timothy Gladhill
Assistant Planner/Environmental Coordinator Chris Anderson
Management Analyst Patrick Brama
City Attorney William Goodrich
Development Manager Darren Lazan
Interim Engineer Shane Nelson

1. CALL TO ORDER

Mayor Strommen called the regular meeting of the Ramsey City Council to order at 7:00 p.m., followed by the Pledge of Allegiance led by Boy Scouts in attendance.

2. PRESENTATION

2.01: Commendation – Distinguished Service Award to Two Ramsey Police Reserves

Police Chief Way introduced and presented Police Reserves James Bagne and Jennifer Grant with the Distinguished Service Award for their immediate response and efforts to resuscitate and save a resident's life.

At the request of Council, Sergeant Tim Frankfurth described the Police Reserves program and indicated this group volunteered for 2,000 hours in 2012 and is of great benefit to Ramsey.

2.02: State of the City Address

Mayor Strommen presented the State of the City Address, providing highlights of 2012. She extended her appreciation to Management Analyst Brama for preparing this presentation and to City Administrator Ulrich who presented the State of the City Address at today's Chamber of Commerce event.

3. CITIZEN INPUT

The Scout Troop Leader introduced Boy Scouts in attendance, noting they are a newly organized troop from Lord of Life and working on citizenship merit badges.

4. CONSENT AGENDA

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

- 4.01: Receive 2012 Building Division Month End Report: November & December
- 4.02: Receive 2013 Building Division Month End Report: January
- 4.03: Receive Fire Department Annual Report for 2012
- 4.04: Note the following Board and Commissions Meeting Minutes:
 - 1) Planning Commission Meeting Minutes Dated January 3, 2013
 - 2) Environmental Policy Board Meeting Minutes Dated January 7, 2013
- 4.05: Approve the following Meeting Minutes:
 - 1) City Council Work Session – January 22, 2013
 - 2) City Council Regular Session – January 22, 2013
- 4.06: Approval from Exemption for a Gambling License for Rum River Chapter of the MN Deer Hunters Association
- 4.07: Approve Park Facility and Tournament Policies and Associated Fee Structure(s)
- 4.08: Approve Proposal from Elwyn Tinklenberg re: Legislative Consulting Services
- 4.09: Confirm Direction from Planning Commission on Proposed Land Use at the 167th Avenue Retail Node
- 4.10: Consider Response to City of Anoka Comprehensive Plan Amendment for Bunker Lake Boulevard / Seventh Avenue Area and Anoka Station Master Plan
- 4.11: Introduce Ordinance to Amend Chapter 117 Related to Stormwater Controls and Illicit Discharges
- 4.12: Adopt Resolution #13-02-030 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of January 18, 2013, through February 6, 2013
- 4.13: Adopt Resolution #13-02-028 Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code
- 4.14: Adopt Resolution #13-02-032 to Hire Patrol Officer
- 4.15: Report from the Financial Committee Meeting dated January 22, 2012:

- 1) Nominate Chair and Vice-Chair – *Ratify the recommendation of the Finance Committee to authorize Councilmember Elvig as Chair and Councilmember Riley as Vice Chair of the Finance Committee.*
 - 2) Consider Amendments to the Duties of the Finance Committee Work Plan – *Ratify the recommendation of the Finance Committee to adopt Resolution #13-02-028 Amending Resolution #09-08-185 Establishing the Duties of the Finance Committee with the addition of Line #10 that reads: Financial issues that overlap the City Council and the HRA related to development activities, such as, but not limited to, inter-fund transfers.*
- 4.16: Report from the Personnel Committee Meeting dated January 22, 2012:
- 1) Consider a Resolution to Select a Chairperson and Alternate Chairperson of the Personnel Committee – *Ratify the recommendation of the Personnel Committee to adopt Resolution #13-02-033, Councilmember Tossey as Chair of the Personnel Committee and Councilmember Backous as the alternate.*
 - 2) Consider a Resolution to Accept a Paid-on-call Firefighter’s Resignation – *Ratify the recommendation of the Personnel Committee to adopt Resolution #13-02-034, to direct staff to accept the resignation of Mr. Cory Helgoe and to recruit for this position upon the next regular Firefighter recruitment.*
 - 3) 2013 Fire Officer Selections – *Ratify the recommendation of the Personnel Committee to accept the Fire Chief’s recommendation for 2013 Fire Officer Selections.*
 - 4) Consider a Resolution to Approve the 2013 Non-Union Health Insurance Contributions and Non-Union Cost of Living Adjustments – *Ratify the recommendation of the Personnel Committee to adopt Resolution #13-02-035 to authorize the non-union City health insurance contributions, the option to waive health insurance in exchange for a cash benefit and to increase the non-union wage scale by one percent (1%)*
 - 5) Consider a Resolution to Address Building Maintenance Staffing Needs – *Note: The Personnel Committee tabled this case pending additional information regarding room rental revenue.*
 - 6) Consider a Resolution to Recruit for an Economic Development Manager – *Ratify the recommendation of the Personnel Committee to adopt Resolution #13-02-036, to authorize staff to begin a recruitment process for an Economic Development Manager.*
 - 7) Consider a Resolution Regarding a Leave of Absence (This discussion was closed to the public) – *Ratify the recommendation of the Personnel Committee to adopt Resolution #13-02-037, confirming the recommendation of the Personnel Committee to approve an additional leave of absence through May 31, 2013; the maximum amount of leave time allowed per the City’s Leave of Absence Policy.*
 - 8) Consider a Resolution to Authorize Staff to Recruit for a Replacement Patrol Officer Position from the Recent Patrol Officer Recruitment File – *Ratify the recommendation of the Personnel Committee to adopt Resolution #13-02-038, to recruit for a Patrol Officer from the recent Patrol Officer recruitment file in order to fill the position left vacant by the officer on an extended leave of absence.*

Motion carried. Voting Yes: Mayor Strommen, Councilmembers LeTourneau, Kuzma, Elvig, Riley, and Tossey. Voting No: None. Absent: Councilmember Backous.

5. APPROVE AGENDA

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

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Riley, Tossey, Elvig, Kuzma, and LeTourneau. Voting No: None. Absent: Councilmember Backous.

6. PUBLIC HEARING

6.01: Public Hearing to Adopt Ordinance to Vacate Right-of-Way and Drainage and Utility Easements on the TOWN CENTER GARDENS 3RD ADDITION Plat for SEASONS OF RAMSEY; Case of Podawiltz Development Corporation / The Seasons of Ramsey Limited Partnership

Mayor Strommen closed the regular portion of the City Council meeting at 7:19 p.m. in order to conduct a public hearing.

Public Hearing

Mayor Strommen called the public hearing to order at 7:19 p.m.

Presentation

Development Services Manager Gladhill reviewed the staff report and presented the site plan.

Citizen Input

There was none.

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

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Tossey, LeTourneau, Elvig, Kuzma, and Riley. Voting No: None. Absent: Councilmember Backous.

The public hearing was closed at 7:26 p.m.

Council Business

Mayor Strommen called the regular City Council meeting back to order at 7:26 p.m.

The Council indicated its preference for the revised and improved front elevation.

Mike Podawiltz, Chief Manager of the partnership building the project, stated they want to be a good corporate citizen and assure construction of a quality product. He stated they are glad to be in Ramsey and look forward to working with staff.

The Council acknowledged this is a difficult and narrow property on which to develop and it appreciated the developer's effort to create visual breaks in the building elements.

Development Services Manager Gladhill advised the project meets the City's Design Framework Standards and Development Plan by including front porches, increased brick surfaces, and multiple colors.

Motion by Councilmember Elvig, seconded by Councilmember LeTourneau, to waive the City Charter requirement to read the Ordinance aloud and adopt Ordinance 13-03 to Vacate the Drainage and Utility Easement and Right-of-Way within the TOWN CENTER GARDENS 3RD ADDITION plat as indicated in the legal description, with the option to remove Outlot E, TOWN CENTER GARDENS 3RD ADDITION from the request.

A roll call vote was performed by the Recording Secretary:

Councilmember Elvig	aye
Councilmember Kuzma	aye
Councilmember Tossey	aye
Councilmember Riley	aye
Councilmember LeTourneau	aye
Councilmember Backous	absent
Mayor Strommen	aye

Motion carried.

6.02: Public Hearing and Request for Adoption of City of Ramsey 2013-2017 Capital Improvement Program

Mayor Strommen closed the regular portion of the City Council meeting at 7:30 p.m. in order to conduct a public hearing.

Public Hearing

Mayor Strommen called the public hearing to order at 7:30 p.m.

Presentation

Finance Director Lund described the purpose of the 2013-2017 Capital Improvement Program (CIP). It was noted the Council had reviewed the CIP in detail during Work Sessions.

Citizen Input

There was none.

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

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Elvig, LeTourneau, Kuzma, Riley, and Tossey. Voting No: None. Absent: Councilmember Backous.

The public hearing was closed at 7:32 p.m.

Council Business

Mayor Strommen called the regular City Council meeting back to order at 7:32 p.m.

The Council acknowledged the benefit of the CIP to include future projects and extended its appreciation to staff for their work on this document.

Motion by Councilmember Elvig, seconded by Councilmember Kuzma, to adopt Resolution #13-02-027 Adopting the City of Ramsey's 2013-2017 Capital Improvement Program (CIP).

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Elvig, Kuzma, LeTourneau, Riley, and Tossey. Voting No: None. Absent: Councilmember Backous.

7. COUNCIL BUSINESS

7.01: Consider Preliminary Plat, Final Plat, and Site Plan Approval for SEASONS OF RAMSEY Located at the Northeast Intersection of Bunker Lake Boulevard and Town Center Drive; Case of Podawiltz Development Corporation / The Seasons of Ramsey Limited Partnership

Development Services Manager Gladhill reviewed the staff report and answered questions of the Council relating to the extended private street. He explained a turning movement had been reviewed by the Fire Marshal who indicated it meets the City's standards and the addressing sequence has been reviewed and approved by the Police Chief.

Motion by Councilmember Riley, seconded by Councilmember LeTourneau, to adopt Resolution #13-02-025 Granting Preliminary Plat Approval for SEASONS OF RAMSEY; to adopt Resolution #13-02-031 Granting Final Plat Approval for SEASONS OF RAMSEY, subject to the Developer entering into a Development Agreement with the City; and, to approve the Site Plan for SEASONS OF RAMSEY, contingent upon compliance with the City Staff Review File dated January 25, 2013.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Riley, LeTourneau, Elvig, Kuzma, and Tossey. Voting No: None. Absent: Councilmember Backous.

7.02: Adopt Ordinance to Amend City Code Section 117-118 Entitled the COR Related to Twenty Four (24) Hour Drive Thrus

Assistant Planner/Environmental Coordinator Anderson reviewed the staff report.

The Council discussed the request by this one applicant for a 24-hour drive thru. It was noted COR-2, COR-2b, and COR Sub-Districts are mixed use; however, do not include residential.

Motion by Councilmember Tossey, seconded by Councilmember Riley, to waive the City Charter requirement to read the Ordinance aloud and adopt Ordinance No. 13-05 to Permit Outright Twenty-Four (24) Drive-Thru Operations within the COR-2, COR-2b, and COR Sub-Districts.

Further discussion: Assistant Planner/Environmental Coordinator Anderson answered questions of the Council and indicated that COR-2, COR-2b and COR Sub-Districts are primarily retail commercial and a drive-thru is not permitted in COR Section 1 without a Conditional Use Permit. In addition, there is a provision within the COR District stating the sound from the electronic speaker devise must not be audible beyond the property boundary.

A roll call vote was performed by the Recording Secretary:

Councilmember Backous	absent
Councilmember LeTourneau	aye
Councilmember Riley	aye
Councilmember Tossey	aye
Councilmember Kuzma	aye
Councilmember Elvig	aye
Mayor Strommen	aye

Motion carried.

7.03: Adopt Resolution #13-02-029 to Enter into a Resolution Recycling Program Agreement to Receive SCORE Funds for 2013

Assistant Planner/Environmental Coordinator Anderson reviewed the staff report and answered questions of the Council related to costs. He indicated it is staff's intent to strategically place recycling containers nearby garbage containers so they can be emptied at the same time. He stated the funding provided would off set those staff costs and he continues to work with Ace Solid Waste on promotional costs for the event with limited City staff involvement.

Assistant Planner/Environmental Coordinator Anderson explained the monthly recycling events would not replicate the spring and fall events, would focus on targeted material, and provide additional opportunity while not diminishing overall returns. It was noted this effort will address the increased State mandated recycling goals.

Motion by Mayor Strommen, seconded by Councilmember Elvig, to adopt Resolution #13-02-029 Authorizing the Mayor to sign the Agreement for Residential Recycling Program between the City of Ramsey and Anoka County to receive the base SCORE Funds of \$50,505 and an additional targeted program funding allocation of \$21,000 to implement a Monthly Collection Event Program and a Municipal Parks Recycling Program.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Elvig, Kuzma, LeTourneau, Riley, and Tossey. Voting No: None. Absent: Councilmember Backous.

7.04: Adopt Resolution #13-02-039 Approving Reimbursement Request to Anoka County Housing and Redevelopment Authority for Residential Property Acquisition

City Administrator Ulrich reviewed the staff report and request of Anoka County Housing and Redevelopment Authority (HRA) to provide reimbursement towards the purchase of a residential property.

Motion by Councilmember Elvig, seconded by Councilmember Kuzma, to adopt Resolution #13-02-039 Requesting that Anoka County Housing and Redevelopment Authority (HRA) Allocate \$98,000 toward the Purchase of Residential Property at 6203 Rivlyn Avenue NW in the City of Ramsey.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Elvig, Kuzma, LeTourneau, Riley, and Tossey. Voting No: None. Absent: Councilmember Backous.

7.05: Consider Second Offer to Purchase Surplus City Owned Land – Windsorwood Property (Portions closed to the public)

Administrative Analyst Brama reviewed the staff report and indicated the Council had discussed the original offer and countered at 90% of appraised value. The City had now received a counter offer.

City Attorney Goodrich advised that under Minnesota Statutes, Section 13D.05, Subd.3(c), the meeting can move into closed session to discuss confidential or non-public appraisal data and acquisition negotiations. He indicated closed session discussion will relate to the sale of surplus City-owned property located at 178th Avenue and Vicuna Street, known as the Windsorwood property. The closed session will be tape recorded and that tape will be maintained for a period of eight years.

Motion by Councilmember LeTourneau, seconded by Councilmember Tossey, to move to Closed Session to discuss acquisition negotiations.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers LeTourneau, Tossey, Elvig, Kuzma, and Riley. Voting No: None. Absent: Councilmember Backous.

The City Council meeting moved into a Closed Session at 8:03 p.m.

The City Council reconvened in Open Session at 8:18 p.m.

City Attorney Goodrich stated the Council held discussion of the sale of the property at 8950 178th Circle NW and reached consensus to direct staff to draft a formal purchase agreement for action at a subsequent Council meeting.

7.06: Consider Purchase of 14590 Armstrong Boulevard NW, Ramsey, Minnesota (Wiser Choice Liquor Store) from M&W Holding Company, LLC (the “Property”) (Portions closed to the public)

City Attorney Goodrich reviewed the staff report and indicated staff has been negotiating terms for purchase and received amendments for discussion in Closed Session.

Jeff Wise, 7901 165th Street, owner of Wiser Choice Liquor, stated he thinks it would be better to complete the purchase of his business in a timely fashion now that the Armstrong Boulevard overpass is a high priority. He noted that the rate for lease back has become a sticking point in the negotiations and explained there are market retail rates and market rates when under the threat of eminent domain for a future roadway. Mr. Wise noted some properties on Highway 10 are not at market rate and have a lease clause about tax levy exceeding the base rent to cover the property tax. He also noted the City rents to Northern Lights Church and had made leasehold improvement, while he served on the Council, that results in Northern Lights Church needing to be there for four years to pay back for that leasehold improvement. Mr. Wise suggested that when municipalities/governments come in to purchase under eminent domain or a friendly purchase, it changes the marketability of that property. In his case, the Sunwood Drive realignment meant he lost an intersection so no traffic can come from the east or from 146th Street. Mr. Wise distributed information relating to lease rates for comparable properties, noting they are at the lower end. He stated with the change in the road, his business has experienced a significant hit in number of patrons because there are nearby competitors with easier points of access. He stated if he has to pay rent, it takes revenue from the sale of his property instead of taking it from the revenue being generated. Mr. Wise stated he had provided a lower rent than included in the City’s appraisal and would like this issue dealt with in an expedient manner.

City Attorney Goodrich advised that under Minnesota Statutes, Section 13D.05, Subd.3(c), the meeting can move into closed session to discuss confidential or non-public appraisal data and acquisition negotiations. He indicated closed session discussion will relate to property acquisitions of 14590 Armstrong Boulevard NW, Wiser Choice Liquor Store, from M&W Holding Company, LLC for right-of-way purposes and future development. The closed session will be tape recorded and that tape will be maintained for a period of eight years.

Motion by Councilmember Tossey, seconded by Councilmember LeTourneau, to move to Closed Session to discuss acquisition negotiations.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Tossey, LeTourneau, Elvig, Kuzma, and Riley. Voting No: None. Absent: Councilmember Backous.

The City Council meeting moved into a Closed Session at 8:29 p.m.

The City Council reconvened in Open Session at 9:21 p.m.

City Attorney Goodrich stated the Council held discussion to consider terms for the possible purchase of 14590 Armstrong Boulevard NW, Wiser Choice Liquor Store, and reached consensus to continue negotiations with the seller with results coming back at a subsequent meeting.

7.07: Attorney-Client Privileged Discussion Regarding the Pending Isanti County District Court Lawsuit Titled “County of Isanti, Plaintiff, vs. Keith Kiefer, Defendant, vs. City of Ramsey and City Administrator, Kurtis Ulrich, in his official capacity and individually, Third Party Defendants.”

City Attorney Goodrich reported this matter has been resolved and a settlement agreement signed to purchase this property at 6203 Rivlyn Avenue NW. He indicated the City has agreed to get the title marketable, which has been completed, and escrow money will be paid to Mr. Kiefer with a goal to close by April 30, 2013.

8. MAYOR, COUNCIL AND STAFF INPUT

City Administrator Ulrich announced that tomorrow, the City will be testifying before the Senate Transportation Committee on the Highway 10 project. He requested consideration of forming a working committee to provide testimony and attend related meetings.

Mayor Strommen and Councilmembers Tossey and LeTourneau volunteered to serve in that capacity.

City Administrator Ulrich announced upcoming events and meetings.

Mayor Strommen reported there is also a funding bill in the House. She announced she will be participating in the Ramsey Elementary “I Love to Read” event and will share letters she received from third graders.

Councilmember Tossey addressed recent plowing concerns.

City Administrator Ulrich noted the City has implemented a new plowing procedure to rotate routes, which will be included in the next newsletter.

9. ADJOURNMENT

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

Motion carried.

The regular meeting of the City Council adjourned at 9:32 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

CC Regular Session

4.3.

Meeting Date: 02/26/2013

By: Diana Lund, Finance

Information

Title:

Approval From Exemption for a Gambling License for Isanti County Chapter of the MN Deer Hunters Association

Background:

The attached application is from the Isanti County Chapter of the MN Deer Hunters Association for exemption from a lawful gambling license to hold a fund-raising raffle at Game Fair on August 18, 2013.

The MN Deer Hunters Association is an organization that was created in 1980 by hunters for hunters. The organizations four main tenets are hunting, habitat, education and legislation.

The Isanti County Chapter of the MN Deer Hunters Association meets all of the requirements which allow them to remain exempt from licensing, primarily from the standpoint that commodities to be raffled are valued at less than \$12,000.

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

Recommendation:

Staff recommends that Council approve the exemption from a lawful gambling license for the Isanti County Chapter of the MN Deer Hunters Association to hold a raffle at Game Fair on August 18, 2013.

Council Action:

Motion to recommend Council approve the exemption from a lawful gambling license for the Isanti County Chapter of the MN Deer Hunters Association to hold a raffle at Game Fair on August 18, 2013 and authorize staff to submit a letter to the Gambling Control Board stating approval.

Attachments

Exemption Permit-Isanti County MN Deerhunters

Form Review

Inbox
Kurt Ulrich

Reviewed By
Kurt Ulrich

Date
02/14/2013 02:50 PM
Started On: 02/14/2013 10:43 AM

Form Started By: Diana Lund

Final Approval Date: 02/14/2013

MINNESOTA LAWFUL GAMBLING
LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that: - conducts lawful gambling on five or fewer days, and - awards less than \$50,000 in prizes during a calendar year. If total prize value for the year will be \$1,500 or less, contact the licensing specialist assigned to your county.	Application fee (non refundable) If application posted or received: less than 30 days before the event more than 30 days before the event \$100 \$50
--	--

ORGANIZATION INFORMATION X-05410-13-008

Organization name: Isanti County Chapter of the Mn. Deer Hunters Association Previous gambling permit number

Minnesota tax ID number, if any: 4326991 Federal employer ID number (FEIN), if any: 41-1390958

Type of nonprofit organization. Check one.
 Fraternal Religious Veterans Other nonprofit organization

Mailing address: 205 FIRST AVE EAST City: CAMBRIDGE MN State: 55008 Zip code: ISANTI County: ISANTI

Name of chief executive officer (CEO): JOHN ERLANDSON SR. Daytime phone number: (763) 689-4992 E-mail address: johnsr@ciacambridge.com

NONPROFIT STATUS

Attach a copy of ONE of the following for proof of nonprofit status.

Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.
 Don't have a copy? This certificate must be obtained each year from:
 Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103
 Phone: 651-296-2803

IRS income tax exemption [501(c)] letter in your organization's name.
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization [charter]
 If your organization falls under a parent organization, attach copies of both of the following:
 a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 b. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.
ARMSTRONG RANCH GAME FAIR

Address [do not use PO box]: 8404-161st AVE NW City or township: RAMSEY MN Zip code: 55303 County: ANOKA

Date[s] of activity. For raffles, indicate the date of the drawing.
AUGUST 18, 2013

Check each type of gambling activity that your organization will conduct.
 Bingo* Raffle Paddlewheels* Pull-tabs* Tipboards*

*Gambling equipment for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to www.gcb.state.mn.us and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-639-4000.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

**CITY APPROVAL
for a gambling premises
located within city limits**

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

Print city name City of Ramsey
 Signature of city personnel [Signature]
 Title Finance Director Date 2/14/13

Local unit of government must sign

**COUNTY APPROVAL
for a gambling premises
located in a township**

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

Print county name _____
 Signature of county personnel _____
 Title _____ Date _____

TOWNSHIP. If required by the county.
 On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits.
 [A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.166.]
 Print township name _____
 Signature of township officer _____
 Title _____ Date _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE

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

Chief executive officer's signature [Signature] Date Feb 6, 2013
 Print name JOHN ERLANDSON SR

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day

Send application with:

- ___ a copy of your proof of nonprofit status, and
- ___ application fee (non refundable). Make check payable to "State of Minnesota."

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

Financial report and recordkeeping required
 A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.gcb.state.mn.us.

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board.

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

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

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

All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney

General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Internal Revenue Service

Department of the Treasury

Regional
Commissioner

Midwest Region

Address any reply to Appellate Division
500 Federal Building
316 N. Robert St., St. Paul, Minn. 55101

Minnesota Deer Hunters Association
460 Peterson Rd
Grand Rapids Minnesota 55744

Person to Contact:
J. H. Butorac

Telephone Number:
612-725-7487

Refer Reply to:
AP:STP - JHB:em

Date

Employer Identification Number: 41-1390958
Accounting Period Ending: June 30
Form 990 Required: Yes No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(2):

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. Also, you should inform us of all changes in your name or address.

Generally, you are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. If you have paid FICA taxes without filing the waiver, you should contact us. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of section 2055, 2106, and 2522 of the Code.

The box checked in the heading of this letter shows whether you must file Form 990, Return of Organization Exempt from Income tax. If Yes is checked, you are required to file Form 990 only if your gross receipts each year are normally more than \$10,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter, we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

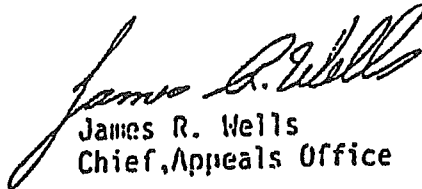
You need an employer identification number even if you have no employees.

If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,


James R. Wells
Chief, Appeals Office

Photocopy of letter to:
David R. Busch

Meeting Date: 02/26/2013

By: Diana Lund, Finance

Information

Title:

Approval From Exemption for a Gambling License for Capable Partners

Background:

The attached application is from Capable Partners for exemption from a lawful gambling license to hold a fund-raising raffle at Game Fair on August 18, 2013. Capable Partners is a non-profit organization of sport persons whose mission is to vounteer their time and talents to provide hunting, fishing and related opportunities to the physically challenged. Capable Partners meets all of the requirements which allow them to remain exempt from licensing, primarily from the standpoint that commodities to be raffled are valued at less than \$12,000. Approval requires nothing more than a motion followed by a letter to the Gambling Control Board, while if the request is denied, a formal resolution for denial would need to be prepared and submitted to the Gambling Control Board.

Recommendation:

Staff recommends that Council approve the exemption from a lawful gambling license for Capable Partners to hold a raffle at Game Fair on August 18, 2013.

Council Action:

Motion to recommend Council approve the exemption from a lawful gambling license for Capable Partners to hold a raffle at Game Fair on August 18, 2013 and authorize staff to submit a letter to the Gambling Control Board stating approval.

Attachments

Application for Exempt Permit-Capable Partners

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	02/21/2013 07:53 AM
Form Started By: Diana Lund		Started On: 02/19/2013 09:13 AM
	Final Approval Date: 02/21/2013	

**Minnesota Lawful Gambling
LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:
 - conducts lawful gambling on five or fewer days, and
 - awards less than \$50,000 in prizes during a calendar year.

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

ORGANIZATION INFORMATION Check # _____ \$ 50.00

Organization name CAPABLE PARTNERS Previous gambling permit number
X-31483-13-008

Type of nonprofit organization. Check one.
 Fraternal Religious Veterans Other nonprofit organization

Mailing address PO Box 27664 City Golden Valley State Mn Zip Code 55427 County _____

Name of chief executive officer (CEO) Dean Peterson Daytime phone number 612-388-0156 Email address dean.peterson@msn.com

Attach a copy of ONE of the following for proof of nonprofit status. Check one.

Do not attach a sales tax exempt status or federal ID employer numbers as they are not proof of nonprofit status.

Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.
 Don't have a copy? This certificate must be obtained each year from:
 Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155 Phone: 651-296-2803

IRS income tax exemption [501(c)] letter in your organization's name.
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)
 If your organization falls under a parent organization, attach copies of both of the following:
 a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 b. the charter or letter from your parent organization recognizing your organization as a subordinate.

IRS - proof previously submitted to Gambling Control Board
 If you previously submitted proof of nonprofit status from the IRS, no attachment is required.

GAMBLING PREMISES INFORMATION

Name of premises where gambling activity will be conducted (for raffles, list the site where the drawing will take place)
Armstrong Ranch Ramsy 55303 Anoka
 Address (do not use PO box) City Zip Code County

8404 161st Ave NW
 Date(s) of activity (for raffles, indicate the date of the drawing)

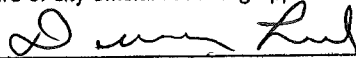
August 18 2013

Check the box or boxes that indicate the type of gambling activity your organization will conduct:
 Bingo* Raffles Paddlewheels* Pull-Tabs* Tipboards*

* **Gambling equipment** for pull-tabs, bingo paper, tipboards, and paddlewheels must be obtained from a distributor licensed by the Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.


To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors, or call 651-639-4076.

Also complete
 Page 2 of this form.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT	
<p>If the gambling premises is within city limits, a city official must check the action that the city is taking on this application and sign the application.</p> <p><input checked="" type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). <input type="checkbox"/> The application is denied.</p> <p>Print city name <u>City of Ramsey</u> <i>On behalf of the city, I acknowledge this application.</i></p> <p>Signature of city official receiving application </p> <p>Title <u>Finance Director</u> Date <u>2/15/2013</u></p>	<p>If the gambling premises is located in a township, a county official must check the action that the county is taking on this application and sign the application. A township official is not required to sign the application.</p> <p><input type="checkbox"/> The application is acknowledged with no waiting period. <input type="checkbox"/> The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days. <input type="checkbox"/> The application is denied.</p> <p>Print county name _____ <i>On behalf of the county, I acknowledge this application.</i> Signature of county official receiving application _____</p> <p>Title _____ Date ____/____/____</p> <p>(Optional) TOWNSHIP: On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within township limits. [A township has no statutory authority to approve or deny an application [Minnesota Statute 349.166]]</p> <p>Print township name _____</p> <p>Signature of township official acknowledging application _____</p> <p>Title _____ Date ____/____/____</p>

CHIEF EXECUTIVE OFFICER'S SIGNATURE

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

Chief executive officer's signature  Date 2/11/13

<p>Complete a separate application for each gambling activity:</p> <ul style="list-style-type: none"> - one day of gambling activity, - two or more consecutive days of gambling activity, - each day a raffle drawing is held <p>Send application with:</p> <ul style="list-style-type: none"> - a copy of your proof of nonprofit status, and - application fee for each event. <p style="padding-left: 20px;">Make check payable to "State of Minnesota."</p> <p>To: Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113</p>	<p>Financial report and recordkeeping required</p> <p>A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.gcb.state.mn.us. Within 30 days of the activity date, complete and return the financial report form to the Gambling Control Board.</p> <p>Questions? Call the Licensing Section of the Gambling Control Board at 651-639-4076.</p>
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Print Form

Reset Form

This form will be made available in alternative format (i.e. large print, Braille) upon request.
Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information requested; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If you supply the information requested,

the Board will be able to process your organization's application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data are available to: Board members, Board staff whose work requires access to the

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

CC Regular Session

4. 5.

Meeting Date: 02/26/2013

Submitted For: Kurt Ulrich

By: Jo Thieling, Administrative Services

Information

Title:

Authorization for Request for Proposals (RFP) for Legal Services

Background:

At the work session of January 8, 2013, City Council directed staff to prepare an RFP for Legal Services for the City. The draft is an updated version of the RFP used in 2009 and is attached for Council review.

Providing staff receives Council approval this evening, advertising and distribution of RFPs can commence immediately.

Recommendation:

Staff recommends that Council authorize the attached RFP document and direct staff to advertise the RFP in the *Anoka County Union*, on the City's website, the League of Minnesota Cities website, and by mailing the RFP to firms in the North Metro Area.

Council Action:

Motion to authorize the Request for Proposals for Legal Services for the City of Ramsey and direct staff to commence advertisement of same.

Attachments

RFP for Legal Services

Form Review

Inbox

Kurt Ulrich

Reviewed By

Kurt Ulrich

Date

02/21/2013 08:38 AM

Form Started By: Jo Thieling

Started On: 02/20/2013 03:32 PM

Final Approval Date: 02/21/2013

March 1, 2013

Subject: City of Ramsey 2013-2014 Legal Services Request for Proposals

Dear Recipient:

The Ramsey City Council is seeking proposals for civil and prosecution Legal Services. Enclosed is a Request for Proposal (RFP) packet.

I encourage you to submit a proposal per the enclosed guidelines should you be interested in serving the City of Ramsey in the areas of general civil and prosecution legal services. If you have any questions regarding the RFP process or the RFP itself, please contact City Administrator, Kurt Ulrich at 763-433-9845 or kulrich@ci.ramsey.mn.us.

Thank you in advance for your consideration of the City's Legal Services RFP.

Sincerely,

Kurtis G. Ulrich
City Administrator

CITY OF RAMSEY
REQUEST FOR QUALIFICATIONS AND PROPOSALS
FOR LEGAL SERVICES
MARCH 2013

7550 SUNWOOD DRIVE NW
RAMSEY, MN 55303

SCHEDULE

REQUEST FOR QUALIFICATIONS AND PROPOSALS

LEGAL SERVICES

Distribute/Advertise RFP's	March 1, 2013
RFP Submittals	DUE April 5, 2013
Staff Committee Evaluation	Completed by April 26, 2013
City Council Interviews	Completed by May 17, 2013
City Council Approval	By June 14, 2013

**CITY OF RAMSEY
REQUEST FOR QUALIFICATIONS AND PROPOSALS
FOR LEGAL SERVICES**

March 1, 2013

Introduction

The City of Ramsey is inviting interested law firms with experience representing cities that have a similar complexity in municipal criminal and/or civil matters to submit written proposals to provide City Attorney services. Municipal experience is defined as representing and/or advising cities on issues that are regularly encountered in the course of municipal activities. **Firms may propose to provide Civil AND Prosecution Legal Services OR Civil Legal Services OR Prosecution Services.** The City Attorney will be selected by the City Council and will also work closely with the Council, City Administrator and other City Staff.

Background

The City of Ramsey is a Charter City, located in Anoka County, with an estimated present population of 24,000. Ramsey operates under the Council/Administrator form of government and is governed by a City Council comprised of a Mayor and six Council members. The Mayor and two members of Council are elected at-large. Four members of Council are elected to represent Wards. All members are elected to four year terms.

Ramsey provides an extensive array of services including public works, police, fire, parks, planning and zoning, economic development, finance and internal management support functions. The City has 63 full-time employees and 2 part-time employees, and 50 paid-on-call firefighters. The City belongs to a property, liability, and workers' comprehensive insurance pool comprised of numerous cities, which is operated by the League of Minnesota Cities Insurance Trust. The City's Economic Development Authority is appointed by the City Council and operates as an advisory board to the City Council. The City's Housing and Redevelopment Authority is the City Council.

This contract for Legal Services is scheduled to start as of July 1, 2013.

General Instructions

- A. Responses must provide complete information as described in this request. Nine (9) copies shall be submitted by 4:30 p.m. on Friday, April 5, 2013. The proposals shall be marked: City of Ramsey, Legal Services RFP and sent to:
City of Ramsey
Attn: Kurt Ulrich, City Administrator
7550 Sunwood Drive NW
Ramsey, MN 55303
- B. To ensure fairness and uniformity, firms submitting responses are requested to not contact City Staff or the City Council: Questions about this RFP may be made to **Kurt Ulrich, City Administrator** at kulrich@ci.ramsey.mn.us or 763-433-9845, prior to submission deadline.
- C. The City will not reimburse any expenses incurred by the firm submitting responses including, but not limited to, expenses associated with the preparation and submission of the response and attendance at interview(s).
- D. The City reserves the right to reject any and all proposals, to request additional information from any or all Proposers, and to suggest modifications to the terms and conditions or a retainer agreement from that offered by a Proposer.

BASIC SERVICES REQUESTED

Basic services, for the purpose of this proposal, shall include those legal services generally understood within the field of municipal law to fall within the category of “general counsel” work, and shall include, but not necessarily be limited to, the following:

- Routine legal advice, telephone and personal consultations with the City Council, City department heads or authorized representatives.
- Assistance in the preparation and review of ordinances, resolutions, agreements, contracts, forms, notices, certificates, deeds and other documents required by the City.
- Attendance at regular City Council meetings and special meetings as requested. Regular meetings are held on the second and fourth Tuesday of each month at 7:00 p.m.
- Attendance at other board, commission and committee meetings, upon request.
- Three (3) business day response time on council and staff inquiries; five (5) business day turnaround on standard document review (contracts, council cases, legal documents).
- Office hours of 9:00 a.m. to Noon on the first and third Mondays of the month and attendance at staff meetings during those hours for Civil Attorney.
- Office hours of 2:00 p.m. to 4:00 p.m. every other Thursday for Prosecution Attorney.
- Legal work pertaining to criminal matters, up through gross misdemeanor crimes, of the City such as prosecution and initial proceedings.
- Meetings with City staff, upon request.
- Legal advice and opinions concerning legal matters that affect the City.
- Legal advice and opinions regarding the Minnesota Government Data Practices Act.
- Legal work pertaining to initial proceedings and defense of the City in certain litigation.
- Legal work pertaining to the water, wastewater, streets, parks, and planning & zoning departments.
- Guidance on City personnel matters and policies, including employee disciplinary and grievance issues, Veterans preference, FLSA, etc.
- Legal work pertaining to property acquisitions, property disposals, public improvements, easement dedications, right-of-way vacations, annexations, platting, land development, TIF financing & reporting and tax abatement issues.
- Legal work pertaining to the Economic Development Authority and the Housing & Redevelopment Authority.
- Enforcement of City codes, zoning regulations, and building standards through administrative and judicial actions.
- Monitoring of pending and current state and federal legislation and court decisions, as appropriate.
- Notification of League of Minnesota Cities in legal matters where the League may or will defend the City.
- Coordination of outside legal counsel, as needed and as directed by the City Council.

REQUIRED PROPOSAL ELEMENTS

The proposal must provide specific and succinct answers to all questions and requests for information. Direct, precise and complete responses will serve as an advantage to the applicant. **Proposers may propose to provide Civil and Prosecution Legal Services OR Civil Legal Services OR Prosecution Services.**

BACKGROUND

Describe the nature of your practice or your law firm's practice and your qualifications for providing City Attorney services. Include a professional chronology for the individual who will be designated to serve as City Attorney, as well as for others whom you anticipate being involved with providing legal services to the City.

Provide the overall capabilities, qualifications, training and areas of expertise for each of the principals, partners, and associates of the law firm, including the length of employment for each person and his/her area of specialization.

Provide the following for each person whom you propose to designate as City Attorney and for each person you propose to designate as a deputy or back-up:

- Legal training and number of years of practice, including date of admission to the Minnesota Bar Association, number of years of municipal or other local public section law practice as a full-time local government attorney and/or in a private law office specializing in local government.
- Professional affiliations.
- Knowledge of, and experience with, Minnesota Municipal Law or other public sector experience, and redevelopment law.
- Litigation experience and demonstration of good court track record. Cite examples.
- Knowledge and practice of law relating to land use and planning, environmental law, risk management, redevelopment, general plans, real estate and other related law.
- Experience in the area of contracts and franchises.
- Experience in the area of personnel, disability law rights and obligations, workers' compensation, employee relations and negotiations and employee discrimination claims.
- Experience in the preparation and review of ordinances and resolutions.
- Types of clientele represented and years representing each.
- Office location and accessibility to the City.

If the firm/individual, or any of the attorneys employed by the firm, have ever been sued by cities or other clients for malpractice, been the subject of complaints filed with the State Bar, or had discipline imposed by the State Bar, please provide information about the nature of the incident, the dates of when the matter began and was concluded, and the results of the situation.

CITY/CITY ATTORNEY RELATIONSHIP

Describe how you would structure the working relationship between the City Attorney and the City Council and Staff.

Describe how you would meet the response time described in the RFP for Council/Staff inquiries and document review.

Describe the systems or mechanisms that would be established for monthly reporting on the status of projects, requests and litigation.

Describe the computer resources currently utilized in your office. The City will require compatibility with Microsoft Word for Windows, as well as the maintenance of Internet service, such that email and files that can be transmitted between City staff and City Attorney. City Attorney will be required to access and utilize the City's LaserFiche document system for research of city archive documents.

CLIENTS/CONFLICT OF INTEREST

List all public clients for whom you or your firm currently provide services under a fee for services basis or on a retainer basis. Identify any foreseeable or potential conflicts of interest that could result from such representation and the manner in which you would propose to resolve such conflicts. Identify the process you or your firm utilizes to identify and resolve conflict of interest.

For the person to be designated as City Attorney, list all public clients that person presently represents as city attorney or general counsel, along with the meeting dates and times for each governing body. *(If appointed, the City Attorney shall not accept any client or project, which would knowingly place it in conflict of interest with the services to be provided to the City. If a conflict of interest should develop, the Attorney shall be responsible for taking the necessary steps to comport its representation of the City with the Lawyers Code of Professional Responsibility. The Attorney may be responsible for any additional costs incurred by the City in obtaining legal representation if such representation becomes necessary due to a conflict of interest.)*

COMPENSATION

Provide the pricing schedule you will use to charge the City for providing services as outlined in this Request for Proposal. Describe how the individual or firm intends to provide legal services, either on an hourly rate, or on a monthly retainer, indicate what services are to be provided. It is not the intent of the City to select a firm purely on the basis of compensation, but to negotiate a method of compensation with the successful firm that best satisfies mutual needs of the City and the firm. In addition, provide the following:

- Define what type(s) of work you would consider to be extra or specialized work that would be billed in addition to basic services.
- State the hourly rates for specialized service.
- State the rate for meeting attendance, if any, whether hourly or otherwise.
- Identify the minimum increment of time billed for each service, e.g. phone calls, correspondence, personal conference.

- Define the type and unit rates for reimbursement of expenses such as mileage, reproduction of documents, faxed documents and word processing charges.

PROFESSIONAL REFERENCES

Provide five (5) professional references for the individual designated as City Attorney, including addresses and work telephone numbers. References should be currently employed public agency officials or agents.

EVALUATION AND SELECTION PROCESS

Proposals will be screened and the candidates will be interviewed by the City Council. Qualifications will be verified and references will be checked. In reviewing proposals, the City will carefully weigh the following:

- Depth and breadth of experience and expertise in the practice of law, specifically in those areas most often encountered in municipal government operations.
- Capability to perform legal services promptly and in a manner that permits the City Council and staff to meet established deadlines and to operate in an effective and efficient manner.
- Degree of availability for quick response to inquiries that arise out of day-to-day operating questions or problems.
- Degree to which firm and individual attorneys stay current through continued professional development and active communication with practitioners in the municipal law field.
- Communication skills.
- Cost of services.
- Location of the firm's office.
- Other qualifications/criteria, as deemed appropriate by the City Council.

The contract will require that the individuals or law firm selected as City Attorney maintain general liability, automobile, workers' compensation, and errors and omissions insurance. The contract will also contain provisions requiring the selected individual or law firm to indemnify the City and provide that the City Attorney is an independent contractor serving at the will of the City Council. Other required provisions will include the City Council's right to terminate the agreement, at its sole discretion, upon the provision of notice.

The City requires compliance with Equal Opportunity regulations and therefore, the firm selected shall not discriminate under the contract against any person in accordance with federal, state or local regulation and shall certify to such in their proposal.

The City anticipates the original contract will be two (2) years in length.

The City will not provide reimbursement to anyone for any expense incurred that is associated with the preparation and submission of the proposal and attendance at interviews.

SUBMITTAL REQUIREMENTS

Proposal must be received by 4:30 p.m. on Friday, April 5, 2009.

The City Council reserves the right to reject all proposals, to request additional information concerning any proposal for purposes of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City as determined by the City Council.

CC Regular Session

4. 6.

Meeting Date: 02/26/2013

Submitted For: Jeff Katers

By: Jeff Katers, Police

Information

Title:

Authorization to Seek Proposals for City Towing Services

Background:

The City of Ramsey currently has a contract for towing services with Champlin Towing that expires June 30, 2013. Staff is asking for authorization to seek contract proposals for the City of Ramsey towing needs for a two year period.

A notice will be published in the Anoka County Union once a week for two weeks beginning March 01, 2013. The deadline for proposals will be Monday, April 1, 2013, at 4:30 p.m.

Staff is aware of four towing companies that have shown interest in providing a proposal for service. These four companies will be mailed requests for proposals during the release date.

It is the intent of staff to use the RFP that was used in 2011, with some minor changes.

The RFP is attached.

Recommendation:

Staff recommends authorization to advertise for RFP for towing services.

Funding Source:

Administration - posting of a public notice in the Anoka County Union.

Council Action:

Motion by City Council to authorize staff to formally advertise for "Request for Proposal" for towing services with the intended purpose to secure a contract with a vendor for two (2) years.

Attachments

Towing RFP 2013

Form Review

Inbox	Reviewed By	Date
Jo Thieling	Jo Thieling	02/20/2013 09:16 AM
Kurt Ulrich	Kurt Ulrich	02/21/2013 08:28 AM
Form Started By: Jeff Katers		Started On: 02/20/2013 09:05 AM
Final Approval Date: 02/21/2013		

CITY OF RAMSEY

REQUEST FOR PROPOSAL

**TOWING, IMPOUNDING AND STORAGE
OF MOTOR VEHICLES**

Proposal Release Date: March 1, 2013
Proposal Due Date: April 1, 2013 4:30pm

Chief James Way
Ramsey Police Department
7550 Sunwood Dr.
Ramsey, MN 55303
(753)-427-6812

Introduction

The City of Ramsey, Minnesota, hereby issues a Request for Proposal for the intended purpose of retaining a service to provide Towing, Impounding and Storage of Motor Vehicles for the City 24 hours per day, 365 days per year, on an as needed and directed basis. Such direction is to be by the Chief of Police, the Fire Chief, the Director of Public Works and the Director of Fire and Building Inspections, of the City of Ramsey or their authorized and legal representatives.

Interested parties in the Towing service business may submit a proposal for Towing, Impounding and Storage of Motor Vehicles services. Each proposal must be submitted in a sealed envelope. To be considered a valid proposal, all interested Towing service businesses must submit proposals consistent with the terms and conditions outlined herein on or by 4:30 p.m. on Monday, April 1, 2013. A copy of the RFP may be received by contacting Chief James Way, Ramsey Police Department, 7550 Sunwood Dr NW, Ramsey, MN 55303.

The contract for service shall commence on July 1, 2013 and terminate on June 30, 2015.

RFP Process and Limitations

Prospective Towing service businesses please note that this is a request for proposal process and not a request for bids. The City of Ramsey will take all factors into consideration when determining the appropriate service provider for Ramsey. This RFP outlines minimum terms and conditions that must be met in order to be considered a viable proposal. Any proposal that does not meet the minimum requirements will be rejected. Towing service businesses have the option of making a proposal that is above and beyond the minimum terms and conditions. There will be no public bid opening.

The RFP does not commit the City of Ramsey to award or pay any costs incurred in preparation of a Towing service business's proposal. The City may modify any part of the RFP at any time prior to the contract selection. The City will modify the RFP only by issuing a written addendum. Addenda will be consecutively numbered in the order they are issued. The City reserves the right to reject all proposals. The City reserves the right to cancel this RFP if it is in the best interest of the City. The selection of this contract is contingent upon the approval of the Ramsey City Council.

Any addenda issued by the City will be mailed to all that are specifically known by the City to have received an original RFP. The City is not responsible for a Towing service business that does not receive an addendum.

Each towing service business may supplement their proposal once in response to each addendum. Towing service businesses may also clarify their proposals in response to a written request by the City for supplemental information. The City will consider no other proposal supplements.

All submissions by the towing service business will become part of the selected towing service business's contract by the City.

Any proposal received after 4:30 p.m. on April 1, 2013 will not be considered and will be returned to the towing service business unopened. Once the City receives the proposals, Towing service businesses cannot modify or withdraw their proposal unless directed by the City. All proposals become the property of the City of Ramsey, and will be considered public information after a proposal has been selected. Towing service businesses may label certain sections as "Proprietary," as allowed by the Minnesota Government Data Practices Act, and those sections will not be made public.

Submittal of RFP

Proposal shall be submitted to the attention of

Chief James Way
Ramsey Police Department
7550 Sunwood Dr NW
Ramsey, MN 55303

Deadline for submission of proposals is 4:30 p.m., Monday, April 1, 2013.

Questions relative to the RFP should be directed to Chief Way at (763) 427-6812. Requests for clarification(s) will be considered until five (5) working days prior to proposal due date.

Terms and Conditions

1. In order to qualify for consideration under these terms and conditions, the potential Contractor's proposal must state what satisfactory equipment the Towing service actually owns, plans to buy, or is planning to rent at the time the proposal is submitted. The potential Contractor must also have direct access to trained, available personnel at the time the contract begins, in order to provide immediate and prompt service as ordered and requested by the authorized City officials. The qualifying of proposals to meet this will be permitted, such as the acquisition of equipment being dependent upon proposal selection, etc. Failure to have or have access to the listed equipment when the contract is to commence will void the contract.
2. The successful Contractor must own or have available within a 10-mile radius of the Intersection of Ramsey Blvd NW (Co Rd 56) and Industry Ave NW (Co Rd 116), Ramsey, MN 55303, the following equipment as a minimum:
 - A. To tow passenger vehicles, including cars, light trucks, vans, utility vehicles, 4-wheel drive vehicles, motorcycles, and recreational vehicles (to include ATV's, snowmobiles and mini-bikes), one truck having a manufacturer's gross vehicle weight rating of 12,000 lbs., to be equipped with a crane and winch, and further equipped to control movement of the towed vehicle, and
 - B. To tow vehicles of $\frac{3}{4}$ ton to 1 $\frac{1}{2}$ ton capacity, one truck having a manufacturer's gross vehicle weight rating of 16,000 lbs., to be equipped with a crane and winch, and further equipped to control movement of the towed vehicle, and

- C. One truck having a manufacturer's gross vehicle weight rating of 52,000 lbs., to be equipped with a crane and winch, and further equipped to control movement of the towed vehicle, and
- D. Equipment sufficient and designed to move vehicles not amenable to towing or to move a completely demolished vehicle by means of dollies or low bed trailers.
- E. Equipment for 2-way communications with Anoka County Central Communications (Dispatch).

A listing of all equipment to be utilized shall be submitted with the proposal. Such listing shall show the make and model of all equipment available for use under this contract, along with size and all other pertinent information, such as specialized equipment not necessarily herein specified, but which may be a factor in performing effectively and efficiently.

All equipment to be used by the Contractor under this contract shall be maintained in good repair and condition. The City reserves the right to inspect the equipment from time to time for the purpose of determining that equipment condition is in conformance with the terms and conditions and the contract.

- 3. In order to be in consideration for proposal selection, all storage and parking lot facilities and all equipment to be used by the Contractor under this contract must be located within a 10-mile radius of the Intersection of Ramsey Blvd NW (Co Rd 56) and Industry Ave NW (Co Rd 116), Ramsey, MN 55303. The storage and parking lot facilities must meet all of the applicable State building code standard and municipal license and zoning requirements, including those relating to screening and landscaping of the City in which the facility is located.
- 4. The facilities proposed to be utilized under this contract must have the capability of storing a minimum of one (1) vehicle inside and a further capability of providing storage for a minimum of ten (10) vehicles outside. Inside storage will be necessary only when so requested or directed by an authorized official of the City of Ramsey as identified in these terms and conditions. When a direction is given to store a unit inside, such directions may be accompanied by certain instructions for security measures to be employed. The security responsibilities become the responsibility of the storing agent while the unit is in his/her keeping.
- 5. The Contractor performing under this contract shall assume all and full responsibility for the conduct of his/her employees. The Contractor guarantees that all of the employees performing under this contract will be adequately trained in their profession, will respond promptly to all calls, will provide safe and adequate equipment (as herein specified), be clean and neat in appearance, use decent language, free of profanity, and treat the public courteously at all times. Request for service from the Ramsey Police Department must be given first priority by all towing dispatchers serving as agents for the Contractor.

6. The Contractor will be solely responsible for loss or damage to any vehicle, including all equipment and contents, from the time direction is given by the authorized City representative turning the vehicle over to the Contractor or his Agency and until such time as the vehicle is legally released to the registered or actual owner or legal agent thereof.
7. The performing Contractor must agree to maintain proper records of all vehicles received. The record keeping system shall meet the approval of the Ramsey Chief of Police and records are to be available at all times for inspection by authorized City officials. The records must include a copy of the police impounding report. A report shall be submitted monthly to the Ramsey Chief of Police detailing all vehicles towed for the City and charges incurred during that current month. All contents of such reports shall meet the approval of the Ramsey Chief of Police.
8. All vehicles towed or impounded are to be released only upon receipt of the proper legal release form to be issued by the Ramsey Police Department, except for private tows. In special cases, a verbal release may be given by the Ramsey Police Department. The release form will then include the name of the department official that approved the release.
9. While performing under this contract and under these terms and conditions, the Contractor or his/her designated representative(s) must be present at the storage facility for the purpose of releasing vehicles to authorized persons Monday through Friday, between the hours of 8:30 a.m. and 4:30 p.m. (excluding legal holidays). During Saturdays, Sundays, and legal holidays, the Contractor must be available between 12:00 p.m. and 2:00 p.m. by appointment only. It is not necessary that the Contractor or his/her designated representatives be physically present at the storage facility, but the City must be able to contact the Contractor or his/her designated representative on an as needed basis during these times. Providing the City with a phone number where the Contractor can be reached during these times would be adequate for purposes of this paragraph.
10. It shall be agreed under this contract that motor vehicles will not be driven at anytime during the towing procedure. In the event that the vehicle is without tires or has flat tires, the performing Contractor agrees to tow the vehicle without damaging the wheels and further agrees not to tow any vehicle on its rims, on wheels without tires, or on flat tires.
11. Upon arrival at the scene of a tow where a vehicle accident has occurred, the performing Contractor, in addition to the physical removal of the vehicle, assumes full responsibility for removing any vehicular parts or other debris, excluding liquids and other commercial cargo, resulting from the accident. This clean-up is to be completed without any additional compensation.
12. The performing Contractor shall be entitled to a charge for his/her towing and storage services pursuant to the fees submitted in the accompanying proposal. The Contractor shall agree that neither the City nor any Department thereof is responsible for any charges as a result of towing and/or storage and that the Contractor assumes all liability for any and all unpaid charges. NOTE: This provision and these terms and conditions are in no way a law or regulation relating to the "price, route, or service of

any motor carrier... with respect to the transportation of property” under 49 U.S.C. Sec. 14501 (C)(1)(1997).

13. If an involved private owner/operator makes a timely request for a tow by other than our Contractor, such request shall be honored by the Police Department. In either instance, the owner/operator is solely responsible for all associated charges.
14. For vehicles identified by the Police Department as subject to forfeiture, and subsequently released to the Police Department pending the outcome of forfeiture proceedings, the performing Contractor shall indicate a flat rate charge per forfeited vehicle. The flat rate shall include towing, storage on the date of the tow, and three days of storage after the date of the tow. The flat rate applies to all cars, light trucks, vans, utility vehicles, 4-wheel drive vehicles, motorcycles, and recreational vehicles (to include ATV's, snowmobiles and mini-bikes), identified by the Police Department as subject to forfeiture by the City.
15. Should the Contractor fail to appear at a designated tow point **within twenty (20) minutes** after receiving a call for a tow, the City reserves the right to call another towing service to perform the work.

If the Contractor is called and is unable to respond due to conditions beyond his/her control, the authorized City officials shall be immediately so informed, and the right is hereby reserved to call another service to perform the work.

In the event that at any time, it becomes necessary for the City to request the services of another towing service for the reasons detailed above, the City retains the right to hold the Contractor retained under this contract responsible for any additional charges over and above the fee schedule recorded in this proposal. Such charges shall be assessed only if the response time is due to negligence or laxity on the part of the Contractor, which negligence might include equipment failure.

16. The Contractor performing under this contract shall operate and maintain its parking and storage facility in compliance with the terms of this contract and all State and City applicable laws, ordinances, rules and regulations that are presently in effect or which may hereafter be adopted. Pursuant to Minnesota Statutes sections 168B.06, subdivisions 1 and 2, it is the responsibility of the Contractor taking a vehicle in custody to give notice of the taking within five (5) days to the vehicle owner and/or lien holder(s).
17. The Contractor performing under this contract shall allow other towing companies into their facility to retrieve or claim vehicles that they have been authorized to removed.
18. No alterations or modifications of the terms of this contract shall be valid unless made in writing and signed by authorized representatives of both parties hereto.
19. In the event of a breach by the Contractor of any terms or conditions of this agreement, the City shall have, in addition to any other legal recourse, the right to terminate this agreement forthwith.

20. Either party may terminate this contract upon the serving of such termination notice to the other, in writing, thirty (30) days prior to the intended termination date.
21. A copy of this contract, along with the authorized fee schedule, shall be posted in a conspicuous place in the Contractor's place of business.

Failure to meet any or all of the requirements of this section may result in termination of the contract at any time, as per the conditions specified for contract termination.

Insurance

The successful Contractor shall not commence work under the contract until the specified insurance coverages have been obtained. The Contractor shall file, within seven (7) days following notification of proposal selection, with the Ramsey City Clerk, all certificates of insurance or documentation thereof indicating that all specific insurance has been obtained and is in full force. The City of Ramsey shall be named as an additional insured on said comprehensive general liability policy.

The following coverage's are required as minimums:

- A.
 1. Public Liability Insurance: \$1,000,000 Comprehensive General Liability (including assault)
 2. Business Auto Policy with all coverage's (all vehicles) with \$1,000,000 limits.
 3. Garage Keepers Legal Liability.
- B. Workers' Compensation Insurance covering all employees of the Contractor, or his/her agents, working under this contract in accordance with the Minnesota Workers' Compensation Law.

The Contractor shall agree to provide to the Ramsey City Clerk, thirty (30) days prior written notice in the event any policy is canceled or a material change is effected and each policy must contain a provision that the insurer notify the Ramsey City Clerk immediately if a policy is canceled or a material change has been effected.

Performance Bond

On or before the date that the contract between the City and the towing service becomes effective, the Contractor shall file with the Ramsey City Clerk an acceptable Corporate surety bond in the amount of \$10,000, payable to the City of Ramsey and subject to the approval by the Ramsey City Attorney for the faithful performance of all duties and obligations imposed under the terms and conditions of the contract.

Proposal Evaluation and Selection of Contract

It is the intent of the City to enter into a contract with the towing service that will best serve the City's needs and who meets all of the terms and conditions set forth herein. In addition, the City will evaluate proposals in a manner consistent with the following:

Performance Standards

All towing service proposals will be evaluated on their ability to provide the following services and the cost that each towing service business will charge for providing each service. The towing and storage services listed below have been given a point total based on service provided to citizens and the City of Ramsey. Proposals can score a maximum of **75 points**. The towing service business that offers to provide each service for the lowest cost shall receive the highest point value for that service. The towing service business with the highest aggregate point total is the low proposal in terms of cost, but is not necessarily the Towing service that will best serve the City's needs.

1. Base charge for towing of passenger vehicles; including cars, light trucks (3/4 ton or less), vans, utility vehicles, 4-wheel drive vehicles, motorcycles, and recreational vehicles (to include ATV's, snowmobiles and mini-bikes), i.e.- a basic impound tow. **10 points possible- 5 each**
 - a) tow truck
 - b) flat bed
2. Base charge for towing of passenger vehicles (listed above) that have been involved in an accident. **10 points possible- 5 each**
 - a) tow truck
 - b) flat bed
3. Base charge for towing of vehicles $\frac{3}{4}$ ton to $1\frac{1}{2}$ ton capacity **5 points possible**
 - a) tow truck
 - b) flat bed
4. Base charge for towing of vehicles larger than $1\frac{1}{2}$ ton capacity **5 points possible**
5. Base charge for towing of vehicles larger than $1\frac{1}{2}$ ton capacity involved in an accident **5 points possible**
6. Wench out charge (use the following location for purposes of this proposal: median of Hwy 10 NW, 30 feet off roadway) **5 points possible**
7. "Hook up" or "Impound" charge (in lieu of fees charged in #1, #2, #3 or #4 above)
Charge for vehicle dropped at same location- not removed **5 points possible**
8. "Loaded Mile" rate for transporting vehicle to impound lot **5 points possible**
9. Charge for each 24 hours of storage; including day of tow.
Inside storage **5 points possible**
Outside storage **5 points possible**

10. Flat rate charge for designated forfeiture vehicles released to Police **5 points possible**
11. Charge for towing of marked or unmarked police vehicles, fire department administrative vehicles, and public works utility vehicles and equipment **5 points possible**
12. Administrative fee (per tow) **5 points possible**

All prices or rates for these services contained in a towing business's proposal are considered the prices that will be used when the City enters into the contract for Towing services with the Contractor. The Contractor may not change, modify, alter, or amend the prices or rates for services contained in its proposal when entering into the contract for towing services. The Contractor also may not change, modify, alter, or amend the prices or rates for services contained in its proposal for the duration of the contract period, unless such change, modification, alteration, or amendment is made in writing and approved by both the City and the Contractor.

The City retains the right to waive any informality or irregularity in any proposal or proposals received; and to select the proposal(s) which in its judgment is in its own best interest. Upon selection, the Towing service shall negotiate with the City for the purpose of entering into a contract implementing the terms of the proposal. Unsuccessful Towing service businesses will receive notification within ten (10) working days after the selection of the Towing services.

Each proposal shall address items called out in the Terms and Conditions section along with each of the performance standards.

Meeting Date: 02/26/2013

Submitted For: Jeff Katers

By: Jeff Katers, Police

Information

Title:

Authorization to Seek Proposals for Nuisance Abatement Services

Background:

The City of Ramsey currently has a contract for nuisance abatement services (property cleanup) with Reshetar Systems that will expire on May 09, 2013. Staff is asking for authorization to seek contract proposals for the City of Ramsey nuisance abatement services for a two year period. A notice will be published in the Anoka County Union once a week for two weeks beginning March 01, 2013. The deadline for proposals will be Monday, April 1, 2013, at 4:30 p.m. Staff is aware of two companies that previously submitted proposals. These two companies will be mailed requests for proposals during the release date. It is the intent of staff to use the RFP that was used in 2011, with some minor changes. The RFP is attached.

Recommendation:

Staff recommends authorization to advertise RFP for nuisance abatement services.

Funding Source:

Administration - posting of a public notice in the Anoka County Union.

Council Action:

Motion by City Council to authorize staff to formally advertise for "Request for Proposal" for nuisance abatement services with the intended purpose to secure a contract with a vendor for two (2) years.

Attachments

Nuisance Abatement RFP 2013

Form Review

Inbox	Reviewed By	Date
Jo Thieling	Jo Thieling	02/21/2013 01:24 PM
Kurt Ulrich	Jo Thieling	02/21/2013 01:24 PM
Form Started By: Jeff Katers		Started On: 02/21/2013 12:31 PM
Final Approval Date: 02/21/2013		

CITY OF RAMSEY

**REQUEST FOR PROPOSALS
FOR
NUISANCE ABATEMENT SERVICES**

Request for Proposals Release Date: March 01, 2013
Request for Clarification of Proposals Due Date: March 15, 2013
Proposal Due Date: April 01, 2013

Chief James Way
Ramsey Police Department
7550 Sunwood Dr.
Ramsey, MN 55303
(753)-427-6812

INTRODUCTION

The City of Ramsey, Minnesota, (the "City") is inviting interested contractors to submit written proposals for Private Property Abatement Services Requests for Proposals ("RFP(s)"). Interested Abatement Service Contractors ("Contractors") may submit proposals for Cleanup Services. Each proposal must be submitted in a sealed envelope. To be considered a valid proposal, all Contractors must submit proposals consistent with the terms and conditions outlined within this RFP on or by 4:30 p.m. on April 01, 2013. A copy of the RFP can be requested by contacting Chief James Way, Ramsey Police Department, 7550 Sunwood Dr NW, Ramsey, MN 55303, or by calling (763) 427-6812 or email at jway@ci.ramsey.mn.us.

SCOPE OF SERVICES

The Scope of Services applicable to this RFP shall include abatement services on private property. The Abatement Services will include the abating of a public nuisance or violation of City Code as directed by the City Administrator or his or her designee. The public nuisances to be abated ("Abatement Services") shall include, but not be limited to junk automobiles, the storage of junk, trash, rubbish or refuse of any kind, all as defined by Ramsey City Code Section 30-3, Property Conditions Constituting a Public Nuisance. In addition, the abatement services shall also include storage/securement of removed automobiles and/or other removed items of personal property ("Property Securement Services").

The contract will be for a two (2) year term.

RFP PROCESS AND LIMITATIONS

Contractors should note that this is a request for proposals and not a request for bids. The City will take all factors into consideration when determining the appropriate service provider for the City. This RFP outlines minimum terms and conditions that must be met in order to be considered a viable proposal. Any proposal that does not meet the minimum requirements will be rejected. Contractors have the option of making a proposal that is above and beyond the minimum terms and conditions. There will be no public bid opening.

The RFP does not commit the City to award or pay any costs incurred in preparation of a Contractor's proposal. The City may modify any part of the RFP at any time prior to the contract selection. The City will modify the RFP only by issuing a written addendum. Addenda will be consecutively numbered in the order they are issued. The City reserves the right to reject any or all proposals. The City reserves the right to cancel this RFP if it is in the best interests of the City. The selection of the Contractor is subject to final approval of the Ramsey City Council.

Any addenda issued by the City will be mailed to all Contractors that are known by the City to have received an original RFP. The City is not responsible for any

Contractor proposal deficiencies in the event the Contractor does not receive an addendum.

Each Contractor may supplement their proposal once in response to each addendum. Contractors may also clarify their proposals in response to a written request by the City for supplemental information. The City will consider no other proposal supplements.

All submissions by the selected Contractor may become part of the selected Contractor's City contract.

Any proposal received after April 01, 2013 will not be considered and will be returned to the proposer unopened. Once the City receives the proposals, Contractors cannot modify or withdraw their proposal unless directed by the City. All proposals become the property of the City, and will be considered public information after a proposal has been selected. Contractors may label certain sections as "Proprietary," as allowed by the Minnesota Government Data Practices Act, and those sections will not be made public.

SUBMITTAL OF RFP

Proposals shall be submitted to the attention of

Chief James Way
Ramsey Police Department
7550 Sunwood Dr NW
Ramsey, MN 55303

Deadline for submission of proposals is April 1, 2013 at 4:30 pm.

Questions relative to the RFP should be directed to Chief Way at (763) 427-6812. Requests for clarification(s) **must be provided in writing (letter or email)** and will be considered until ten (10) working days prior to proposal opening date.

TERMS AND CONDITIONS

1. **Equipment Available for Use:** In order to qualify for consideration of this RFP, the Contractor's proposal must state what equipment will be used in providing the Abatement Services and the Contractor's ownership/lessee interest in said equipment. A listing of all equipment to be utilized shall be submitted with the proposal. Such listing shall show the make and model of the equipment, together with its size and other relevant information, such as specialized equipment not necessarily herein specified, but which may be a factor in performing effectively and efficiently the Abatement Services. All equipment to be used by the Contractor shall be maintained in good repair and condition. The City reserves the right to inspect the equipment from time to time for the purpose of determining that it is in satisfactory conformance with the terms and conditions of the Contract.

2. **Trained Personnel:** Contractor employees shall be supervised by personnel qualified to perform the work required by the Contract in order to provide immediate and prompt service as ordered and requested by the City. The Contractor shall assume any and all responsibility for the conduct of its employees. The Contractor guarantees that all of the employees performing under this contract will be adequately trained in their profession, will respond promptly to all calls, will provide safe and adequate equipment (as herein specified), be clean and neat in appearance, use language free of profanity, and treat members of the public courteously at all times.
3. **Subcontractors:** Where two or more Contractors desire to submit a single proposal, the submission should be on a contractor/sub-contractor basis rather than as a joint venture. For this engagement, the City intends to contract with an individual contractor and not with multiple contractors doing business as a joint venture. If a sub-contractor is to be used, that fact must be disclosed in the proposal, together with the name of each sub-contractor and its duties in relation to the scope of work. The sub-contractor shall be subject to the same contract requirements as the Contractor.
4. **Loss or Damage to Abated Property:** The Contractor will be solely responsible for loss or damage to the personal property removed from the site ("Abated Property") from the time direction is given by the City turning the Abated Property over to the Contractor and until such time as the Abated Property is legally released to its owner or otherwise disposed of at the direction of the City. The site of the abatement will be returned to its original condition or grade by the Contractor. The cost of any site grading to bring the site to its original condition will be reimbursed to the Contractor at the rate provided on attached Sheet A.
5. **Recordkeeping:** The Contractor shall maintain proper records of all Abated property received. The record keeping system shall meet the approval of the Ramsey Chief of Police and records are to be available at all times for inspection by authorized City officials. All contents of such reports shall meet the approval of the Ramsey Chief of Police. *(A detailed inventory list to be submitted with invoice if applicable).*
6. **Billing:** The Contractor shall bill the City for all charges relating to contracted abatements within ten (10) days of completion of the abatement. The Contractor may bill the City for any pre-abatement briefings as required; however, site inspections by the Contractor will be at no cost to the City.
7. **Scheduling:** Abatements will be scheduled within five (5) business days of notification of an abatement request by the City. An extension may be given, when agreed to by both parties, for circumstances out of the control of the Contractor, such as inclement weather. There will be no cost to the

City for cancelled abatements when at least twenty-four (24) hours prior notice by the City has been given to the Contractor.

8. Performance: Should the Contractor fail to appear for an appointed abatement at the scheduled time, the City reserves the right to call another abatement Contractor to perform the work.

In the event that at any time, it becomes necessary for the City to request the services of another Contractor for the reasons detailed above, the City reserves the right to hold the Contractor responsible for any additional charges at the rate of charges agreed upon in the Contractor's Contract with the City. Any additional charges shall be assessed only if the response time is due to negligence on the part of the Contractor, which negligence may include equipment failure.

If the Contractor is called and is unable to respond due to conditions beyond its control, the authorized City officials shall be immediately so informed, and the right is hereby reserved to call another contractor to perform the work.

9. Storage Facility: The Contractor shall operate and maintain a storage facility for all Abated Property in compliance with the terms of this contract and all State and City applicable laws, ordinances, rules and regulations that are presently in effect or which may hereafter be adopted. Pursuant to Ramsey City Code Section 2-332, unclaimed property and vehicles are eligible for disposal or sale fifteen (15) days after the abatement, subject to Minnesota Chapter 168B titled "Abandoned Motor Vehicles," when applicable.
10. Reclaiming Property: Within 15 days of the abatement, the property owner can reclaim any items held by paying all fees incurred by the City associated with the abatement. Contractor shall be permitted to schedule appointments with the property owner during normal business hours for purposes of property owner's retrieval of Abated Property. The Contractor will invoice the City for all expenses associated with the Abatement prior to releasing any items to the property owner. The property owner will pay the fees directly to the City, and not the Contractor.
11. In the event of a breach by the Contractor of any terms or conditions of the Contract, the City shall have, in addition to any other legal recourse, the right to terminate the Contract immediately.
12. Either party may terminate the Contract without cause upon the serving of such termination notice to the other, in writing, thirty (30) days prior to the intended termination date.
13. A copy of the Contract(s) shall be readily available for inspection at the Contractor's place of business.

Failure to meet any or all of the requirements of this section may result in termination of the Contract at any time, as per the conditions specified for Contract termination.

INSURANCE

The successful Contractor shall not commence work under the Contract until the specified insurance coverages have been obtained. The Contractor shall file, within seven days following notification of proposal selection, with the Ramsey City Clerk, all certificates of insurance or documentation thereof indicating that all required insurance has been obtained and is in full force. The City shall be named as an additional insured on all required insurance policies.

The following insurance coverages are required as minimums:

- A.
 - 1. Public Liability Insurance: \$1,000,000 Comprehensive General Liability (including assault) and including Completed Operations coverage.
 - 2. Business Auto Policy with all coverages (all vehicles) with \$1,000,000 limits.
- B. Workers' Compensation Insurance covering all employees of the Contractor, or his/her agents, working under this Contract in accordance with the Minnesota Workers' Compensation Law.

The Contractor shall agree to provide to the Ramsey City Clerk, thirty (30) days prior written notice in the event any policy is canceled or a material change is effected and each policy must contain a provision that the insurer notify the Ramsey City Clerk immediately if a policy is canceled or a material change has been effected.

LICENSES AND PERMITS

The Contractor shall agree to obtain and retain all applicable licenses and permits as they may relate to transportation or disposal as required by the State of Minnesota, Anoka County, or the City including but not limited to a waste hauler's license permitting Contractor to haul mixed solid waste (MSW). Upon acceptance of a proposal, the awarded Contractor shall submit copies of all applicable licenses obtained to the City.

PROPOSAL EVALUATION AND SELECTION OF CONTRACT

It is the intent of the City to enter into a contract with the Contractor that will best serve the City's needs and who meets all of the terms and conditions set forth herein. In addition, the City will evaluate proposals in a manner consistent with the following:

PERFORMANCE STANDARDS

All abatement service proposals will be evaluated on the proposer's ability to provide services per the attached Price Summary Sheets and the cost that the Contractor will charge for providing each service. Contractor that offers to provide each service for the lowest cost may not necessarily be the Contractor that will best serve the City's needs.

All prices or rates for these services contained in a proposal are considered the prices that will be used when the City enters into the contract for these services with the Contractor. The Contractor may not change, modify, alter, or amend the prices or rates for services contained in its proposal when entering into the contract for such services. The Contractor also may not change, modify, alter, or amend the prices or rates for services contained in its proposal for the duration of the contract period, unless such change, modification, alteration, or amendment is made in writing and approved by both the City and the Contractor.

The City retains the right to waive any informality or irregularity in any proposal or proposals received; and to select the proposal(s) which in its judgment is in its own best interest. Upon selection, the Contractor shall negotiate with the City for the purpose of entering into a contract implementing the terms of the proposal. Unsuccessful proposers will receive notification within ten (10) working days after the selection of a Contractor.

ATTACHMENTS:

The following Price Summary Sheets shall be completed and submitted as part of the RFP: Supplemental documents may be submitted, but only in addition to the Price Summary Sheet.

Price Summary Sheet A - Clean Up and Removal Services

Price Summary Sheet A

Clean Up and Removal Services

Page 1 of 2

Services	Hourly Rate	Daily Rate	Other
Labor (laborer, machine operator, etc)			
Equipment (skid steer, dump truck, etc)			
Dumpsters (size and type):			
Mixed Waste			
Construction Waste			
Transportation Costs (mileage, mobilization, etc)			

Clean Up and Removal Services Continued

Page 2 of 2

Services	Hourly Rate	Daily Rate	Other
Storage Costs			
Disposal Fees			
Abatement Site Grading/Re-grading to Original Condition			

CC Regular Session

4. 8.

Meeting Date: 02/26/2013

By: Jackie Lipski, Finance

Information

Title:

Adopt Resolution #13-02-050 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of February 7, 2013 through February 20, 2013

Funding Source:

N/A

Council Action:

Motion to Adopt Resolution #13-02-050 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of February 7, 2013 through February 20, 2013.

Attachments

Bills list 02/26/2013

Resolution 02/26/2013

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	02/20/2013 03:22 PM
Kurt Ulrich	Kurt Ulrich	02/21/2013 08:36 AM
Form Started By: Jackie Lipski		Started On: 02/20/2013 02:57 PM
	Final Approval Date: 02/21/2013	

<p>RAMSEY CITY COUNCIL MEETING</p> <p>2/26/2013</p> <p>BILLS LIST</p>
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DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	<u>SUBMITTED FOR APPROVAL</u>
Purchase Journal:	
Prepays 2/7/13-2/20/13	163,736.24
Accounts Payable 2/7/13-2/20/13	128,494.71
Payroll 2/14/2013	105,960.27
Pay Estimates- Projects	53,048.21

TOTAL SUBMITTED FOR APPROVAL THIS MEETING

\$ 451,239.43

<u>DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:</u>	<u>APPROVED PREV. MTG</u>	<u>2012 Y.T.D.</u>
NET PAYROLL TOTAL	\$ 114,507.13	\$ 369,476.01
- CORRECTION TO PAYROLL		
PREPAIDS		
- PREPAID ADJUSTMENTS	817,775.89	1,046,124.47
WIRE TRANSFERS FOR DEBT SERVICE		407,056.25
- CORRECTION TO D.S.		
ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
- BILLS LIST SUBMITTED	338,145.60	533,023.40
ADD (DELETE) BILLS LIST SUBMITTED		
PAY ESTIMATE(S)		64,990.54
- CHECKS VOIDED	0.00	0.00
TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED	\$ 1,270,428.62	\$ 2,420,670.67

CITY OF RAMSEY

Council Check Register

2/7/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		276.25							
90797	2/12/2013		113098 GREEN TREE SERVICING LLC						
		150.00	ADMIN FEE 16259 COQUINA ST		66286	021213	9605.1730		IMPROVEMENTS OTHER THAN
		150.00							
90798	2/12/2013		100410 RAMSEY FIRE DEPT PETTY CASH						
		35.00	FOOD WHILE STAFFING STATION		66287	021113	0220.6249		MISCELLANEOUS OPERATING
		39.90	BOTTLED WATER		66287	021113	0220.6249		MISCELLANEOUS OPERATING
		69.93	FOOD FOR OPEN HOUSE		66287	021113	0220.6249		MISCELLANEOUS OPERATING
		144.83							
90799	2/12/2013		111137 WRIGHT HENNEPIN COOPERATIVE EL						
		26.67	7650 SUNWOOD DR		66281	150-1681-4280 DEC12	9240.6315		MISCELLANEOUS PROFESSIO
		26.67	7550 SUNWOOD DR		66282	150-1681-6340DE C12	0194.6489		OTHER CONTRACTED SERVIC
		53.34							
90880	2/14/2013		107962 GENESIS EMPLOYEE BENEFITS						
		3,875.00			66289	02121314144410	9101.2176		LIFE/HEALTH-EMPLOYEE
		3,875.00							
90881	2/14/2013		100404 CENTURYLINK						
		307.08	FEB 2013 BILLING		66345	612 E34-0550 637FEB13	0192.6321		TELEPHONE
		307.08	FEB 2013 BILLING		66346	612 E34-0549 596 FEB13	0192.6321		TELEPHONE
		307.08	FEB 13 BILLING		66347	612 E34-0544 018FEB13	0192.6321		TELEPHONE
		921.24							
90882	2/14/2013		110734 CITY OF RAMSEY						
		20.00	398002818		66351	021413	9601.4651		WATER REVENUE
		20.00	709988723		66351	021413	9601.4651		WATER REVENUE
		21.76	40323049		66351	021413	9601.4651		WATER REVENUE
		41.53	37942811		66351	021413	9601.4651		WATER REVENUE
		63.29	719649		66351	021413	9601.4651		WATER REVENUE
		125.00	718070404		66351	021413	9601.4651		WATER REVENUE
		135.00	71892199		66351	021413	9601.4651		WATER REVENUE
		156.28	722258		66351	021413	9601.4651		WATER REVENUE
		582.86							
90883	2/14/2013		100678 PETTY CASH						
		4.75	STORAGE BAGS		66348	021313	0211.6208		MISCELLANEOUS OFFICE SUF
		5.36	LUNCHES-TRAINING PD		66348	021313	0211.6331		TRAVEL & LODGING
		18.84	LUNCHES- TRAINING PD		66348	021313	0211.6331		TRAVEL & LODGING
		18.84	LUNCHES-TRAINING PD		66348	021313	0211.6331		TRAVEL & LODGING
		19.23	DINNER- CONF PD		66348	021313	0211.6331		TRAVEL & LODGING
		67.02							
90884	2/19/2013		112533 MADDEN, LOANN						
		100.00	DAMAGE DEP REFUND RC 31333		66353	021513	9804.1160		KEY & DAMAGE DEPOSIT
		100.00							
90885	2/19/2013		100413 RANDALL AND GOODRICH, P L ,C						
		3,053.00	FEB 2013 PROSECUTION BILLING		66354	021513	0161.6304		LEGAL FEES

CITY OF RAMSEY
 Council Check Register
 2/7/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		3,053.00							
90886	2/19/2013		100418 RDO EQUIPMENT CO						
		176.70	MISC SUPPLIES		66355	011513	0312.6257		OTHER VEHICLE PARTS
		176.70							
90887	2/19/2013		100499 US POSTAL SERVICE						
		2,000.00	POSTAGE FOR METER		66356	021513	9101.1551		POSTAGE METER DEPOSIT
		2,000.00							
90888	2/19/2013		111528 KIEFER, KEITH						
		1.00	ESCROW PYMT:6203 RIVILYN AVE		66400	021913	9295.6249		MISCELLANEOUS OPERATING
		1.00							
90889	2/19/2013		113543 KIEFER, MARY ANN						
		8,499.00	ESCROW PYMT:6203 RIVLYN AVE		66399	021913	9295.6249		MISCELLANEOUS OPERATING
		8,499.00							
90239378	2/14/2013		100398 PUBLIC EMPLOYEES RETIREMENT AS						
		12,398.46			66298	0212131414447	9101.2174		PERA-EMPLOYEE
		16,584.34			66299	0212131414448	9101.2183		PERA-EMPLOYER
		28,982.80							
90885621	2/14/2013		100113 BANK OF THE WEST						
		16,789.35			66288	0212131414441	9101.2171		FEDERAL WITHHOLDING
		7,976.62			66293	0212131414442	9101.2173		FICA & MEDICARE-EMPLOYEE
		7,976.62			66294	0212131414443	9101.2182		FICA & MEDICARE-EMPLOYER
		32,742.59							
99012813	2/15/2013		100219 HOME DEPOT COMMERCIAL ACCT PRO						
		52.26	JAN 2013 BILLING		66352	012813	0194.6259		BUILDING MAINT/REPAIR SUPI
		105.97	JAN 2013 BILLING		66352	012813	0452.6249		MISCELLANEOUS OPERATING
		158.23							
99021413	2/15/2013		108768 COMDATA NETWORK INC						
		4.86	THE SUITES HOTEL , DWYER		66349	JAN13 COMDATA	0211.6331		TRAVEL & LODGING
		1.29	OFFICE MAX , DWYER		66349	JAN13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		1.49	MENARDS , RIEMER		66349	JAN13 COMDATA	0311.6249		MISCELLANEOUS OPERATING
		1.59	MENARDS RIEMER		66349	JAN13 COMDATA	0311.6249		MISCELLANEOUS OPERATING
		1.59	MENARDS , RIEMER		66349	JAN13 COMDATA	0311.6249		MISCELLANEOUS OPERATING
		2.13	WWW.NEWEGG.COM , FREDRICKSON		66349	JAN13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		2.59	MENARDS , RIEMER		66349	JAN13 COMDATA	0311.6249		MISCELLANEOUS OPERATING
		3.19	WWW.NEWEGG.COM , FREDRICKSON		66349	JAN13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		4.29	OFFICE MAX , DWYER		66349	JAN13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		4.67	MENARDS , RIEMER		66349	JAN13 COMDATA	0311.6249		MISCELLANEOUS OPERATING
		5.33	AMAZON MKTPLACE , FREDRICKSON		66349	JAN13 COMDATA	0192.6281		SMALL TOOLS & MINOR EQUIF
		5.29	MENARDS , RIEMER		66349	JAN13 COMDATA	0311.6249		MISCELLANEOUS OPERATING
		5.78	MENARDS , RIEMER		66349	JAN13 COMDATA	0311.6249		MISCELLANEOUS OPERATING
		5.99	OFFICE MAX , DWYER		66349	JAN13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		5.99	OFFICE MAX , DWYER		66349	JAN13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		6.44	OFFICE MAX , DWYER		66349	JAN13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		6.89	AMAZON MKTPLACE , FREDRICKSON		66349	JAN13 COMDATA	0192.6281		SMALL TOOLS & MINOR EQUIF
		6.79	OFFICE MAX , DWYER		66349	JAN13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		6.99	MENARDS , RIEMER		66349	JAN13 COMDATA	0311.6249		MISCELLANEOUS OPERATING
		7.98	WWW.NEWEGG.COM , FREDRICKSON		66349	JAN13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		8.54	WWW.NEWEGG.COM , FREDRICKSON		66349	JAN13 COMDATA	0211.6405		OFFICE & DATA PROCESSING
		8.55	MENARDS , RIEMER		66349	JAN13 COMDATA	0260.6249		MISCELLANEOUS OPERATING

CITY OF RAMSEY

Council Check Register

2/7/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		8.98	MENARDS , RIEMER		66349	JAN13 COMDATA	0311.6249		MISCELLANEOUS OPERATING
		9.49	OFFICE MAX , DWYER		66349	JAN13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		11.24	OFFICE MAX , DWYER		66349	JAN13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		12.74	OFFICE MAX , DWYER		66349	JAN13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		14.49	OFFICE MAX , DWYER		66349	JAN13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		14.49	OFFICE MAX , DWYER		66349	JAN13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		19.85	LITTLE DUKES , BRAY		66349	JAN13 COMDATA	0194.6225		DIESEL FUEL
		21.32	WWW.NEWEGG.COM , FREDRICKSON		66349	JAN13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		21.36	WWW.NEWEGG.COM , FREDRICKSON		66349	JAN13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		22.04	THE UPS STORE , WIEMANN		66349	JAN13 COMDATA	0211.6322		POSTAGE
		25.01	AMAZON MKTPLACE , BRAMA		66349	JAN13 COMDATA	0311.6249		MISCELLANEOUS OPERATING
		25.00	RAINBOW TREE , ANDERSON		66349	JAN13 COMDATA	0461.6335		TRAINING
		26.99	OFFICE MAX , DWYER		66349	JAN13 COMDATA	0211.6208		MISCELLANEOUS OFFICE SUF
		29.91	WWW.NEWEGG.COM , FREDRICKSON		66349	JAN13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		29.91	FALLS CAFE , ULRICH		66349	JAN13 COMDATA	0130.6249		MISCELLANEOUS OPERATING
		35.25	WWW.NEWEGG.COM , FREDRICKSON		66349	JAN13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		33.10	FALLS CAFE , ULRICH		66349	JAN13 COMDATA	0130.6249		MISCELLANEOUS OPERATING
		39.53	CENTRAL HYDRAULICS , RIEMER		66349	JAN13 COMDATA	0452.6257		OTHER VEHICLE PARTS
		47.96	COBORNS , BRAY		66349	JAN13 COMDATA	0111.6249		MISCELLANEOUS OPERATING
		51.30	WWW.NEWEGG.COM , FREDRICKSON		66349	JAN13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		50.23	COBORNS LASHER		66349	JAN13 COMDATA	0130.6249		MISCELLANEOUS OPERATING
		57.85	WALMART , BRAY		66349	JAN13 COMDATA	0111.6249		MISCELLANEOUS OPERATING
		67.30	WWW.NEWEGG.COM , FREDRICKSON		66349	JAN13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		72.85	AMAZON MKTPLACE , ULRICH		66349	JAN13 COMDATA	0130.6335		TRAINING
		70.00	U OF M CCE , RIEMER		66349	JAN13 COMDATA	0311.6335		TRAINING
		70.70	5 DOLLAR PIZZA , DWYER		66349	JAN13 COMDATA	0211.6249		MISCELLANEOUS OPERATING
		74.62	MAMA DE LUCAS PIZZERIA , ULRIC		66349	JAN13 COMDATA	0111.6249		MISCELLANEOUS OPERATING
		75.00	FBI NATIONAL ACADEMY , WAY		66349	JAN13 COMDATA	0211.6451		MEMBERSHIP DUES
		75.97	MAMA DE LUCAS PIZZERIA , ULRIC		66349	JAN13 COMDATA	0111.6249		MISCELLANEOUS OPERATING
		82.29	WWW.NEWEGG.COM , FREDRICKSON		66349	JAN13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		85.60	COBORNS , DWYER		66349	JAN13 COMDATA	0211.6249		MISCELLANEOUS OPERATING
		88.33	CENTRAL HYDRAULICS , RIEMER		66349	JAN13 COMDATA	0312.6257		OTHER VEHICLE PARTS
		99.14	OPTICS PLANET , WIEMANN		66349	JAN13 COMDATA	0211.6257		OTHER VEHICLE PARTS
		106.84	WWW.NEWEGG.COM , FREDRICKSON		66349	JAN13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		101.74	CELLULAR EXPERTS , DWYER		66349	JAN13 COMDATA	0211.6257		OTHER VEHICLE PARTS
		102.71	COBORNS , KAPLER		66349	JAN13 COMDATA	0220.6249		MISCELLANEOUS OPERATING
		126.06	MACNEIL AUTOMOTIVE , DWYER		66349	JAN13 COMDATA	0211.6257		OTHER VEHICLE PARTS
		119.98	MENARDS , RIEMER		66349	JAN13 COMDATA	0260.6249		MISCELLANEOUS OPERATING
		120.00	U OF M CCE , KOHNER		66349	JAN13 COMDATA	0220.6335		TRAINING
		121.20	AA DRIVE LINE SPECIALT , RIEME		66349	JAN13 COMDATA	0311.6257		OTHER VEHICLE PARTS
		144.32	AA DRIVE LINE SPECIALT , RIEME		66349	JAN13 COMDATA	0311.6388		OTHER VEHICLE REPAIR
		150.00	FRATERNAL ORDER OF PD , DWYER		66349	JAN13 COMDATA	0211.6451		MEMBERSHIP DUES
		150.00	FRATERNAL ORDER OF PD , DWYER		66349	JAN13 COMDATA	0211.6451		MEMBERSHIP DUES
		161.17	JEFF STEIN SNAPON , RIEMER		66349	JAN13 COMDATA	0311.6281		SMALL TOOLS & MINOR EQUIF
		170.00	FRATERNAL ORDER OF PD , WAY		66349	JAN13 COMDATA	0211.6451		MEMBERSHIP DUES
		170.00	INTL SOC ARBORICULTURE , ANDER		66349	JAN13 COMDATA	0461.6451		MEMBERSHIP DUES
		172.62	HOTELS.COM , RIEMER		66349	JAN13 COMDATA	0311.6335		TRAINING
		175.00	U OF M CCE , ANDERSON		66349	JAN13 COMDATA	0461.6335		TRAINING
		192.34	WWW.NEWEGG.COM , FREDRICKSON		66349	JAN13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		195.00	AMERICAN PUBLIC WORKS , LASHER		66349	JAN13 COMDATA	0130.6354		HELP WANTED ADVERTISEME
		210.00	GTS EDUCATIONAL , ULRICH		66349	JAN13 COMDATA	0130.6335		TRAINING
		227.50	PIPELINE SUPPLY INC , RIEMER		66349	JAN13 COMDATA	9240.6315		MISCELLANEOUS PROFESSIO
		232.81	JOHNSON CONTROLS , BRAY		66349	JAN13 COMDATA	0194.6259		BUILDING MAINT/REPAIR SUPI
		265.00	PAYPAL *EHLERS , ULRICH		66349	JAN13 COMDATA	0130.6335		TRAINING
		298.44	KETCHUM MFG CO , WIEMANN		66349	JAN13 COMDATA	0270.6249		MISCELLANEOUS OPERATING
		295.00	GOTOMEETING.COM , GLADHILL		66349	JAN13 COMDATA	0191.6249		MISCELLANEOUS OPERATING

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		300.00	POLLUTION CONTROL , RIEMER		66349	JAN13 COMDATA	9602.6335		TRAINING
		300.02	ACAPULCO , ULRICH		66349	JAN13 COMDATA	0111.6249		MISCELLANEOUS OPERATING
		355.56	THE SUITES HOTEL , DWYER		66349	JAN13 COMDATA	0211.6331		TRAVEL & LODGING
		360.00	THE STAR TRIBUNE , LASHER		66349	JAN13 COMDATA	0130.6354		HELP WANTED ADVERTISEME
		360.42	THE SUITES HOTEL , DWYER		66349	JAN13 COMDATA	0211.6331		TRAVEL & LODGING
		455.00	HENNEPIN CTY MED CENTER , DWYE		66349	JAN13 COMDATA	0211.6335		TRAINING
		455.00	HENNEPIN CTY MED CENTER , DWYE		66349	JAN13 COMDATA	0211.6335		TRAINING
		555.71	WWW.NEWEGG.COM , FREDRICKSON		66349	JAN13 COMDATA	0192.6405		OFFICE & DATA PROCESSING
		632.77	PARAMOUNT AUTO SERVICE , RIEME		66349	JAN13 COMDATA	0311.6257		OTHER VEHICLE PARTS
		771.48	GUARDIAN FIRE EQUIPMENT , RIEM		66349	JAN13 COMDATA	9240.6315		MISCELLANEOUS PROFESSIO
		936.21	WWW.NEWEGG.COM , FREDRICKSON		66349	JAN13 COMDATA	0211.6405		OFFICE & DATA PROCESSING
		950.00	NFPA NATL FIRE PROTECT , KOHNE		66349	JAN13 COMDATA	0220.6452		SUBSCRIPTIONS
		1,018.00	ICMA , ULRICH		66349	JAN13 COMDATA	0130.6451		MEMBERSHIP DUES
		1,603.12	ALLDATA CORP , RIEMER		66349	JAN13 COMDATA	0311.6315		MISCELLANEOUS PROFESSIO
		280.37-			66349	JAN13 COMDATA	9101.2082		SALES/USE TAX PAYABLE
		8.26	SUPERAMERICA		66350	JAN13 COMDATA2	0211.6223	00000318	GASOLINE
		10.24	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000303	GASOLINE
		10.76	SUPERAMERICA		66350	JAN13 COMDATA2	0211.6223	00000318	GASOLINE
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		13.50	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000317	GASOLINE
		13.86	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000321	GASOLINE
		13.86	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000321	GASOLINE
		14.00	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0211.6223	00000321	GASOLINE
		16.67	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000392	GASOLINE
		17.51	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000316	GASOLINE
		18.82	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000303	GASOLINE
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		19.00	HOLIDAY STNSTORE		66350	JAN13 COMDATA2	0211.6223	00000318	GASOLINE
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		20.00	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0211.6223	00000321	GASOLINE
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		23.00	HOLIDAY STNSTORE		66350	JAN13 COMDATA2	0211.6223	00000321	GASOLINE
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		23.40	HOLIDAY STNSTORE		66350	JAN13 COMDATA2	0211.6223	00000321	GASOLINE
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		23.78	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000317	GASOLINE
		23.82	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000301	GASOLINE
		23.83	HOLIDAY STNSTORE		66350	JAN13 COMDATA2	0211.6223	00000301	GASOLINE

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		23.89	HOLIDAY STNSTORE		66350	JAN13 COMDATA2	0211.6223	00000301	GASOLINE
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		24.16	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000317	GASOLINE
		24.50	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000365	GASOLINE
		24.64	HOLIDAY STNSTORE		66350	JAN13 COMDATA2	0211.6223	00000316	GASOLINE
		24.66	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0211.6223	00000301	GASOLINE
		24.94	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000318	GASOLINE
		24.99	HOLIDAY STNSTORE		66350	JAN13 COMDATA2	0211.6223	00000318	GASOLINE
		25.01	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000303	GASOLINE
		25.30	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000302	GASOLINE
		25.37	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000301	GASOLINE
		25.41	HOLIDAY STNSTORE		66350	JAN13 COMDATA2	0211.6223	00000316	GASOLINE
		25.74	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000321	GASOLINE
		25.79	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0211.6223	00000301	GASOLINE
		25.85	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000317	GASOLINE
		26.03	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000301	GASOLINE
		26.13	HOLIDAY STNSTORE		66350	JAN13 COMDATA2	0211.6223	00000301	GASOLINE
		26.17	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000316	GASOLINE
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		31.44	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000303	GASOLINE
		31.74	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0211.6223	00000322	GASOLINE
		32.16	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000316	GASOLINE
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		34.84	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0211.6223	00000303	GASOLINE
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		35.02	HOLIDAY STNSTORE		66350	JAN13 COMDATA2	0211.6223	00000318	GASOLINE
		35.08	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000322	GASOLINE
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		36.00	SUPERAMERICA		66350	JAN13 COMDATA2	0211.6223	00000352	GASOLINE
		36.00	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0220.6223	00000557	GASOLINE
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		37.71	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0220.6223	00000563	GASOLINE
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		40.43	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000322	GASOLINE
		40.44	LITTLE DUKES		66350	JAN13 COMDATA2	0220.6223	00000562	GASOLINE
		40.85	HOLIDAY STNSTORE		66350	JAN13 COMDATA2	0211.6223	00000351	GASOLINE

CITY OF RAMSEY

Council Check Register

2/7/2013 -- 12/31/2013

<u>Check #</u>	<u>Date</u>	<u>Amount</u>	<u>Supplier / Explanation</u>	<u>PO #</u>	<u>Doc No</u>	<u>Inv No</u>	<u>Account No</u>	<u>Subledger</u>	<u>Account Description</u>
		41.34	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000302	GASOLINE
		41.34	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000302	GASOLINE
		41.81	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000302	GASOLINE
		42.12	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000302	GASOLINE
		42.12	HOLIDAY STNSTORE		66350	JAN13 COMDATA2	0211.6223	00000317	GASOLINE
		42.67	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000392	GASOLINE
		43.22	SUPERAMERICA		66350	JAN13 COMDATA2	0211.6223	00000318	GASOLINE
		43.75	SUPERAMERICA		66350	JAN13 COMDATA2	0211.6223	00000376	GASOLINE
		43.79	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000318	GASOLINE
		44.59	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000322	GASOLINE
		44.67	HOLIDAY STNSTORE		66350	JAN13 COMDATA2	0452.6223	00000665	GASOLINE
		44.98	LITTLE DUKES		66350	JAN13 COMDATA2	0240.6223	00000401	GASOLINE
		45.00	SUPERAMERICA		66350	JAN13 COMDATA2	0211.6223	00000365	GASOLINE
		45.59	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000322	GASOLINE
		45.81	SUPERAMERICA		66350	JAN13 COMDATA2	0211.6223	00000318	GASOLINE
		45.89	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000316	GASOLINE
		46.00	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000302	GASOLINE
		46.25	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000375	GASOLINE
		46.25	HOLIDAY STNSTORE		66350	JAN13 COMDATA2	0211.6223	00000302	GASOLINE
		46.53	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000386	GASOLINE
		46.60	SUPERAMERICA		66350	JAN13 COMDATA2	0311.6223	00000353	GASOLINE
		46.96	SUPERAMERICA		66350	JAN13 COMDATA2	0211.6223	00000318	GASOLINE
		47.08	LITTLE DUKES		66350	JAN13 COMDATA2	0194.6223	00000410	GASOLINE
		47.18	SUPERAMERICA		66350	JAN13 COMDATA2	0211.6223	00000302	GASOLINE
		47.35	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000392	GASOLINE
		47.50	SUPERAMERICA		66350	JAN13 COMDATA2	0211.6223	00000376	GASOLINE
		47.58	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0220.6223	00000564	GASOLINE
		47.63	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000317	GASOLINE
		47.91	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000386	GASOLINE
		48.03	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000316	GASOLINE
		48.11	SUPERAMERICA		66350	JAN13 COMDATA2	0211.6223	00000392	GASOLINE
		48.98	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000317	GASOLINE
		49.00	SUPERAMERICA		66350	JAN13 COMDATA2	0211.6223	00000376	GASOLINE
		49.00	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0220.6223	00000563	GASOLINE
		50.06	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0220.6223	00000563	GASOLINE
		50.64	LITTLE DUKES		66350	JAN13 COMDATA2	0220.6223	00000558	GASOLINE
		51.43	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000302	GASOLINE
		52.28	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000302	GASOLINE
		52.61	LITTLE DUKES		66350	JAN13 COMDATA2	0240.6223	00000401	GASOLINE
		52.73	HOLIDAY STNSTORE		66350	JAN13 COMDATA2	0211.6223	00000302	GASOLINE
		53.58	LITTLE DUKES		66350	JAN13 COMDATA2	0220.6225	00000556	DIESEL FUEL
		53.69	LITTLE DUKES		66350	JAN13 COMDATA2	0220.6223	00000564	GASOLINE
		54.09	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000386	GASOLINE
		54.50	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0211.6223	00000386	GASOLINE
		54.59	LITTLE DUKES		66350	JAN13 COMDATA2	0240.6223	00000401	GASOLINE
		55.02	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0220.6223	00000566	GASOLINE
		56.26	LITTLE DUKES		66350	JAN13 COMDATA2	0452.6223	00000678	GASOLINE
		57.25	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0220.6223	00000564	GASOLINE
		57.42	LITTLE DUKES		66350	JAN13 COMDATA2	0220.6223	00000563	GASOLINE
		57.58	SUPERAMERICA		66350	JAN13 COMDATA2	0211.6223	00000302	GASOLINE
		58.00	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0211.6223	00000386	GASOLINE
		58.20	SUPERAMERICA		66350	JAN13 COMDATA2	0301.6223	00000638	GASOLINE
		59.01	SHELL OIL		66350	JAN13 COMDATA2	0211.6223	00000386	GASOLINE
		59.04	LITTLE DUKES		66350	JAN13 COMDATA2	0194.6223	00000410	GASOLINE
		60.01	LITTLE DUKES		66350	JAN13 COMDATA2	0220.6223	00000558	GASOLINE
		62.05	LITTLE DUKES		66350	JAN13 COMDATA2	0452.6223	00000678	GASOLINE

CITY OF RAMSEY
Council Check Register

2/7/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		63.48	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000386	GASOLINE
		63.82	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0220.6225	00000560	DIESEL FUEL
		64.07	SUPERAMERICA		66350	JAN13 COMDATA2	0311.6223	00000353	GASOLINE
		65.84	LITTLE DUKES		66350	JAN13 COMDATA2	0220.6223	00000564	GASOLINE
		69.27	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0211.6223	00000386	GASOLINE
		69.29	LITTLE DUKES		66350	JAN13 COMDATA2	0194.6223	00000410	GASOLINE
		69.30	LITTLE DUKES		66350	JAN13 COMDATA2	0194.6223	00000410	GASOLINE
		70.66	LITTLE DUKES		66350	JAN13 COMDATA2	0211.6223	00000386	GASOLINE
		72.81	HOLIDAY STNSTORE		66350	JAN13 COMDATA2	0452.6223	00000664	GASOLINE
		72.88	HOLIDAY STNSTORE		66350	JAN13 COMDATA2	9601.6223	00000667	GASOLINE
		73.27	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0301.6223	00000402	GASOLINE
		75.00	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0220.6223	00000566	GASOLINE
		75.00	BILL'S SUPERETTE		66350	JAN13 COMDATA2	0220.6223	00000566	GASOLINE
		75.00	RAMSEY MARKET		66350	JAN13 COMDATA2	0311.6223	00000676	GASOLINE
		75.05	LITTLE DUKES		66350	JAN13 COMDATA2	9601.6223	00000667	GASOLINE
		78.71	HOLIDAY STNSTORE		66350	JAN13 COMDATA2	0452.6223	00000664	GASOLINE
		80.25	LITTLE DUKES		66350	JAN13 COMDATA2	9601.6223	00000667	GASOLINE
		82.17	LITTLE DUKES		66350	JAN13 COMDATA2	0220.6223	00000566	GASOLINE
		84.80	LITTLE DUKES		66350	JAN13 COMDATA2	0311.6223	00000676	GASOLINE
		85.91	SUPERAMERICA		66350	JAN13 COMDATA2	0452.6223	00000654	GASOLINE
		89.48	LITTLE DUKES		66350	JAN13 COMDATA2	0311.6223	00000676	GASOLINE
		92.30	LITTLE DUKES		66350	JAN13 COMDATA2	9601.6223	00000667	GASOLINE
		95.15	LITTLE DUKES		66350	JAN13 COMDATA2	0220.6223	00000566	GASOLINE
		96.98	LITTLE DUKES		66350	JAN13 COMDATA2	0452.6223	00000653	GASOLINE
		23,273.65							
99021451	2/14/2013		111465 STATE STREET BANK						
		2,729.00			66291	02121314144412	9101.2175		DEFERRED COMPENSATION
		2,729.00							
99021454	2/14/2013		111465 STATE STREET BANK						
		411.98			66292	02121314144413	9101.2176		LIFE/HEALTH-EMPLOYEE
		411.98							
99021913	2/20/2013		100629 MN DEPT OF REV SALES TX						
		81.25	DEC12 SALES,USE,TRANS TAX		66401	JAN13TAX	9601.2085		ANOKA COUNTY TRANSIT TAX
		2,431.69	DEC12 SALES,USE,TRANS TAX		66401	JAN13TAX	9601.2082		SALES/USE TAX PAYABLE
		5,373.20	DEC12 SALES,USE,TRANS TAX		66401	JAN13TAX	9601.2082		SALES/USE TAX PAYABLE
		.37-	JAN13 SALES,USE,TRANS TAX		66402	JAN13TAX-2	9101.4609		OTHER MISCELLANEOUS REV
		1.78	JAN13 SALES,USE,TRANS TAX		66402	JAN13TAX-2	9101.4308		SALES OF MAPS & PUBLICATI
		23.87	JAN13 SALES,USE,TRANS TAX		66402	JAN13TAX-2	9101.4305		RENTAL FEES
		58.21	JAN13 SALES,USE,TRANS TAX		66402	JAN13TAX-2	9601.2082		SALES/USE TAX PAYABLE
		280.37	JAN13 SALES,USE,TRANS TAX		66402	JAN13TAX-2	9101.2082		SALES/USE TAX PAYABLE
		8,250.00							
99729054	2/14/2013		100223 ICMA RETIREMENT TRUST 467						
		2,219.66			66295	0212131414444	9101.2175		DEFERRED COMPENSATION
		2,219.66							
99861632	2/14/2013		100601 MN DEPT OF REV WH						
		7,067.12			66300	0212131414449	9101.2172		STATE WITHHOLDING
		7,067.12							
		163,736.24	Grand Total						
								Payment Instrument Totals	
								Check Total	57,901.21
								Transfer Total	105,835.03

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							Total Payments		163,736.24

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CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2013

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Item	Co	Due Date	Invoice Number	Payment Amount
111385	ACHIEVE SERVICES INC 1201 89TH AVENUE NE BLAINE MN 55434	DEC 2012 SHREDDING	PV	66357	001	09101	1/30/2013	7285	94.80
								Summary Total	94.80
								Payment Amount	94.80
111274	AMBO P O BOX 1180 MAPLE GROVE MN 55311-6180	2013 MEMBERSHIP DUES	PV	66312	001	09101	1/31/2013	013113	200.00
								Summary Total	200.00
								Payment Amount	200.00
108664	AMERICAN VENDING INC 10787 93RD AVENUE N MAPLE GROVE MN 55369	COFFEE	PV	66302	001	09101	1/22/2013	7069	98.70
								Summary Total	98.70
								Payment Amount	98.70
107526	ANCOM TECHNICAL CENTER 1800 EAST CLIFF ROAD SUITE 17A BURNSVILLE MN 55337	REPAIR REPLACED PAGER	PV	66303	001	09101	2/6/2013	35311	95.00
								Summary Total	95.00
			PV	66304	001	09101	2/6/2013	35310	107.00
								Summary Total	107.00
								Payment Amount	202.00
100043	ANOKA COUNTY PROPERTY RECORDS TAXATION 2100 - 3RD AVENUE ANOKA MN 55303	JAN 2013 BILLING	PV	66364	001	09101	2/1/2013	534 JAN 2013	46.00
								Summary Total	46.00
								Payment Amount	46.00
100052	ANOKA POLICE DEPARTMENT 275 HARRISON STREET ANOKA MN 55303	ANIMAL CONTAINMENT JAN 13	PV	66305	001	09101	2/4/2013	020413	1,065.00
								Summary Total	1,065.00

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Payment Instrument Check Payment
Pay Through Date 12/31/2013

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Item	Co	Due Date	Invoice Number	Payment Amount	
Payment Amount									164.17	
100297	CENTERPOINT ENERGY	6701 HWY 10 NW	PV	66407	001	09410	2/8/2013	6011580-5JAN 13	406.06	
	CENTERPOINT ENERGY P O BOX 4671 HOUSTON TX 77210-4671			Summary Total						406.06
Payment Amount									406.06	
100131	CULLIGAN OF ANOKA	SOLAR SALT DEC 2012	PV	66359	001	09101	12/5/2012	100-99464760-8 DEC 12	62.84	
	CULLIGAN DEPARTMENT 8509	FEB 13 COMM FILTRATION LEASE	PV	66367	001	09101	1/31/2013	100X04060500	132.31	
	P O BOX 77043 MINNEAPOLIS MN 55480-7743			Summary Total						132.31
Payment Amount									195.15	
113306	DOCUMENT TECHNOLOGY SOLUTIONS	CONTRACT JAN-FEB 2013	PV	66314	001	09101	1/22/2013	69187	199.86	
	DOCUMENT TECHNOLOGY SOLUTIONS 9401 JAMES AVENUE SOUTH SUITE 120 BLOOMINGTON MN 55431			Summary Total						199.86
Payment Amount									199.86	
113540	DUSTY'S DRAIN CLEANING	REPAIR FROZEN SEWER LINE	PV	66368	001	09101	1/31/2013	20678	200.00	
	DUSTY'S DRAIN CLEANING P O BOX 262 ST FRANCIS MN 55070			Summary Total						200.00
Payment Amount									200.00	
100158	ECM PUBLISHERS INC	HEAR-SEASONS OF RAMSEY	PV	66315	001	09804	2/1/2013	01810393	66.63	
	ECM PUBLISHERS INC 4095 COON RAPIDS BLVD	HEAR- CIP	PV	66316	001	09101	2/1/2013	01810308	61.50	
	COON RAPIDS MN 55433			Summary Total						61.50
		RE: BUDGET SUMMARY	PV	66408	001	09101	2/8/2013	01810574	241.88	
Summary Total									241.88	
Payment Amount									370.01	

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Payee		Stub	Document			Due	Invoice	Payment	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount
113537	EMERGENCY SERVICES CONSULTING INTENAL.	SHARED FIRE SERVICES- CONSULT	PV	66317	001	09101	1/30/2013	13-007	2,949.40
	EMERGENCY SERVICES CONSULTING INTENAL. 25200 SW PARKWAY AVENUE SUITE 3 WILSONVILLE OR 97070-9616			Summary Total					2,949.40
				Payment Amount					2,949.40
113199	ENFORCEMENT LIGHTING	WORK ON MISC PD VEHICLES	PV	66318	001	09101	2/5/2013	020513	650.00
	ENFORCEMENT LIGHTING	WORK ON MISC PD VEHICLES	PV	66318	002	09101	2/5/2013	020513	35.00
	23058 NAVAJO STREET NW ST FRANCIS MN 55070			Summary Total					685.00
				Payment Amount					685.00
112532	ENSMINGER AUTOMOTIVE INC	REPAIR ON 365	PV	66319	001	09101	1/23/2013	29667	188.55
	ENSMINGER AUTOMOTIVE INC	REPAIR ON 365	PV	66319	002	09101	1/23/2013	29667	126.45
	17505 HIGHWAY 10 ELK RIVER MN 55330			Summary Total					315.00
				Payment Amount					315.00
113321	FACTORY MOTOR PARTS	BATTERY FOR 302	PV	66320	001	09101	2/6/2013	6-1314512	114.72
	FACTORY MOTOR PARTS 3731 THURSTON AVENUE ANOKA MN 55303			Summary Total					114.72
		DEXCOOL 669/SHOP SUPPLIES	PV	66321	001	09101	2/7/2013	6-1314737	17.62
		DEXCOOL 669/SHOP SUPPLIES	PV	66321	002	09101	2/7/2013	6-1314737	17.62
				Summary Total					35.24
				Payment Amount					149.96
100177	FERRELLGAS	5 TANKS FILLED	PV	66369	001	09601	1/30/2013	1074754011	82.29
	FERRELLGAS 7255 W. HIGHWAY 10 ANOKA MN 55303			Summary Total					82.29
				Payment Amount					82.29
109409	FIRE AND LIFE SAFETY	REVIEW- RES AT THE	PV	66322	001	09101	1/12/2013	011213	150.00

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Payment Instrument Check Payment
Pay Through Date 12/31/2013

Payee	Stub	Document	Due	Invoice	Payment				
Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount
	CONSULTING,LLC	COR PLANS							
	FIRE AND LIFE SAFETY CONSULTING, LLC							Summary Total	150.00
	8321 168TH STREET WEST							Payment Amount	150.00
	LAKEVILLE MN 55044								
110760	FIRE SAFETY USA, INC	LEATHERHEAD PIKE	PV	66323	001	09101	1/25/2013	57836	70.00
		POLE							
	FIRE SAFETY USA, INC							Summary Total	70.00
	3253 19TH STREET NW							Payment Amount	70.00
	ROCHESTER MN 55901								
112421	FIRST SCRIBE	WEB APP FEB 2012	PV	66370	001	09101	2/1/2013	2459209	200.00
	FIRST SCRIBE							Summary Total	200.00
	110 CHESHIRE LANE SUITE 105							Payment Amount	200.00
	MINNETONKA MN 55305								
100189	G AND K SERVICES INC	UNIFORM CLEANING	PV	66324	001	09101	2/6/2013	1006360617	74.00
	G AND K SERVICES INC	UNIFORM CLEANING	PV	66324	002	09101	2/6/2013	1006360617	10.00
	PO BOX 1450-NW 7536	UNIFORM CLEANING	PV	66324	003	09101	2/6/2013	1006360617	136.06
	MINNEAPOLIS MN	UNIFORM CLEANING	PV	66324	004	09101	2/6/2013	1006360617	136.06
	55485-7536							Summary Total	356.12
								Payment Amount	356.12
100200	GOPHER STATE ONE CALL	55 TICKETS	PV	66371	001	09601	1/31/2013	61844	24.65
	INC								
	GOPHER STATE ONE CALL	55 TICKETS	PV	66371	002	09601	1/31/2013	61844	24.65
	18946 LAKE DRIVE EAST	55 TICKETS	PV	66371	003	09601	1/31/2013	61844	24.65
	CHANHASSEN MN 55317							Summary Total	73.95
								Payment Amount	73.95
100650	GRAINGER	ELECTRIC BASEBOARD	PV	66372	001	09101	2/6/2013	9060096733	93.39
		HTR						Summary Total	93.39
	GRAINGER INC							Payment Amount	93.39
	DEPT. 806511127	PRESSURE BLASTER	PV	66373	001	09601	2/1/2013	9057094451	67.81
	PALATINE IL 60038-0001							Summary Total	67.81

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CITY OF RAMSEY
Create Payment Control Groups

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Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2013

Payee		Stub	Document			Due	Invoice	Payment	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount
Payment Amount								161.20	
100228	INTOXIMETERS	DRYGAS	PV	66374	001	09101	2/7/2013	383554	112.22
	INTOXIMETERS								112.22
	P O BOX 798313								
	ST LOUIS MO 63179-8000								
Summary Total								112.22	
Payment Amount								112.22	
111501	LANDFORM PROFESSIONAL SERVICES	RE:STORMWATER COR DEC 2012	PV	66403	001	09605	1/23/2013	21210	2,752.96
	LANDFORM PROFESSIONAL SERVICES								2,752.96
	105 5TH AVENUE SOUTH	RE:PUMA EASEMENTS	PV	66404	001	09295	1/23/2013	21215	3,400.00
	SUITE 513	DEC 2012							
	MINNEAPOLIS MN 55401								
Summary Total								3,400.00	
		RE:NORTH COMMONS DEC 2012	PV	66405	001	09499	2/7/2013	21219	3,680.80
Summary Total								3,680.80	
		RE:RAMSEY SUNWOOD RETAIL 12/12	PV	66406	001	09468	1/31/2013	21226	5,000.00
Summary Total								5,000.00	
Payment Amount								14,833.76	
100256	LANO EQUIPMENT INC	FILTERS FOR 645	PV	66325	001	09101	2/4/2013	222358	68.36
	LANO EQUIPMENT INC								68.36
	6140 HIGHWAY 10 NW								
	ANOKA MN 55303								
Summary Total								68.36	
Payment Amount								68.36	
113538	LOOKOUT PORTABLE SECURITY	PORTABLE ALARM SYSTEM	PV	66326	001	09290	2/6/2013	41888	2,120.00
	LOOKOUT PORTABLE SECURITY								2,120.00
	4040 ROYAL DRIVE								
	KEMMESAW GA 30144								
Summary Total								2,120.00	
Payment Amount								2,120.00	
107317	MADSEN, AARON	A. MADSEN CLOTH REIMB 2013	PV	66328	001	09101	2/8/2013	020813	77.84
	AARON MADSEN								77.84
Summary Total								77.84	

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Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2013

Payee		Stub	Document			Due	Invoice	Payment	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount
100326	MN CHIEFS OF POLICE ASSN	2013 CONF- WAY/DWYER	PV	66375	001	09101	2/19/2013	021913	700.00
	MN CHIEFS OF POLICE ASSN 1951 WOODLANE DRIVE WOODBURY MN 55125							Summary Total	700.00
								Payment Amount	700.00
100224	MN OFFICE OF ENTERPRISE TECH SHARED SER.	WAN JAN 2013	PV	66335	001	09101	2/5/2013	DV13010442	175.20
	MN OFFICE OF ENTERPRISE TECH SHARED TECH ROOM 510 658 CEDAR STREET ST PAUL MN 55155							Summary Total	175.20
								Payment Amount	175.20
109942	MN STATE MCF LINO LAKES	WORK CREW SERVICES	PV	66376	001	09101	2/6/2013	00000122682	10,087.50
	MN STATE MCF LINO LAKES 7525 4TH AVENUE LINO LAKES MN 55014-1099							Summary Total	10,087.50
								Payment Amount	10,087.50
100345	NAPAAUTO PARTS ELK RIVER	RAINX WIPER BLADES 375	PV	66336	001	09101	1/23/2013	663734	40.59
	NAPAAUTO PARTS ELK RIVER 17137 YALE STREET NW	WIPER BLADES- SHOP SUPPLIES	PV	66337	001	09101	2/6/2013	665720	86.57
	P O BOX 1041 ELK RIVER MN 55330	MISC PARTS	PV	66377	001	09101	2/12/2013	666508	38.96
								Summary Total	86.57
								Summary Total	38.96
								Payment Amount	166.12
100363	NORTHERN SANITARY SUPPLY CO	MISC SUPPLIES	PV	66378	001	09101	2/8/2013	159981	76.22
	NORTHERN SANITARY SUPPLY CO 341 COON RAPIDS BLVD MINNEAPOLIS MN 55433							Summary Total	76.22
								Payment Amount	76.22

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CITY OF RAMSEY
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Bank Account 00002224 CASH IN BANK
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Payee		Stub	Document			Due	Invoice	Payment	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount
103461	NORTHERN TECHNOLOGIES INC	NORTH COMMONS- JAN 2013	PV	66410	001	09499	1/31/2013	8862	539.25
	NORTHERN TECHNOLOGIES INC 6588 141ST AVENUE N.W. RAMSEY MN 55303								Summary Total 539.25
									Payment Amount 539.25
110547	NORTHWEST LIGHTING SYSTEMS CO.	MISC SUPPLIES	PV	66385	001	09240	1/23/2013	73707	235.54
	NORTHWEST LIGHTING SYSTEMS CO. 12001 RIVERWOOD DRIVE BURNSVILLE MN 55337								Summary Total 235.54
									Payment Amount 235.54
113225	OHIO CALIBRATION LABORATORIES	UPDATE OF SOFTWARE	PV	66338	001	09101	1/31/2013	13462	57.00
	OHIO CALIBRATION LABORATORIES 6663 HUNTLY ROAD SUITE E COLUMBUS OH 43229-1038								Summary Total 57.00
									Payment Amount 57.00
112759	ON SITE SANITATION INC	RAMSEY ELEM. SCHOOL RINK	PV	66386	001	09101	2/2/2013	A-486815	44.89
	ON SITE SANITATION INC 95 WOODLYNN AVE ST PAUL MN 55117								Summary Total 44.89
									Payment Amount 44.89
110480	OPUS 21 MANAGEMENT SOLUTIONS	JAN 2013 SERVICES	PV	66379	001	09601	2/11/2013	130138	3,073.25
	OPUS 21 MANAGEMENT SOLUTIONS	JAN 2013 SERVICES	PV	66379	002	09601	2/11/2013	130138	2,458.60
	680 COMMERCE DRIVE SUITE 160	JAN 2013 SERVICES	PV	66379	003	09601	2/11/2013	130138	2,458.60
	WOODBURY MN 55125	JAN 2013 SERVICES	PV	66379	004	09601	2/11/2013	130138	1,843.93
		JAN 2013 SERVICES	PV	66379	005	09601	2/11/2013	130138	2,458.60
									Summary Total 12,292.98
									Payment Amount 12,292.98

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Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount
111320	PARAMOUNT AUTO SERVICE	TIRES AND MISC	PV	66380	001	09101	2/4/2013	034846	106.48
	PARAMOUNT AUTO SERVICE 7151 RIVERDALE DRIVE RAMSEY MN 55303			Summary Total					106.48
				Payment Amount					106.48
111488	POPP.COM INC	JAN 2013 BILLING	PV	66381	001	09101	1/31/2013	992084137	111.06
	POPP.COM INC	JAN 2013 BILLING	PV	66381	002	09101	1/31/2013	992084137	39.66
	P O BOX 27110	JAN 2013 BILLING	PV	66381	003	09101	1/31/2013	992084137	31.73
	GOLDEN VALLEY MN 55427-0110	JAN 2013 BILLING	PV	66381	004	09101	1/31/2013	992084137	230.05
		JAN 2013 BILLING	PV	66381	005	09101	1/31/2013	992084137	47.60
		JAN 2013 BILLING	PV	66381	006	09101	1/31/2013	992084137	55.53
		JAN 2013 BILLING	PV	66381	007	09101	1/31/2013	992084137	31.73
		JAN 2013 BILLING	PV	66381	008	09101	1/31/2013	992084137	7.95
		JAN 2013 BILLING	PV	66381	009	09101	1/31/2013	992084137	85.33
		JAN 2013 BILLING	PV	66381	010	09101	1/31/2013	992084137	90.26
		JAN 2013 BILLING	PV	66381	011	09101	1/31/2013	992084137	110.60
		JAN 2013 BILLING	PV	66381	012	09101	1/31/2013	992084137	61.72
				Summary Total					903.22
				Payment Amount					903.22
113444	PRECISE	PILOT FEE FOR GPRS	PV	66382	001	09101	1/24/2013	305994	64.13
	PRECISE 501 EAST CLIFF ROAD SUITE 100 BURNSVILLE MN 55337			Summary Total					64.13
				Payment Amount					64.13
112959	PREMIUM WATERS INC	WATER AT STATION 1	PV	66383	001	09101	1/31/2013	621331-01-13	26.09
	PREMIUM WATERS INC			Summary Total					26.09
	P O BOX 9128	WATER AT STATION 2	PV	66384	001	09101	1/31/2013	621332-01-13	17.36
	MINNEAPOLIS MN 55480-9128			Summary Total					17.36
				Payment Amount					43.45
100422	REGISTERED ABSTRACTERS INC	RE: MISS RIVER TRAIL	PV	66387	001	09101	1/29/2013	A13-01089	150.00
	REGISTERED ABSTRACTERS INC 2115 NORTH THIRD AVENUE ANOKA MN 55303			Summary Total					150.00
				Payment Amount					150.00

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107880	RICK JOHNSON DEER AND BEAVER INC	1 DEER CALL JAN 2012	PV	66388	001	09101	2/1/2013	JAN 2013	90.00
	RICK JOHNSON DEER AND BEAVER INC 18595 XENOLITH STREET NW BURNS TOWNSHIP MN 55303							Summary Total	90.00
								Payment Amount	90.00
112475	S AND T OFFICE PRODUCTS INC	OFFICE SUPPLIES	PV	66339	001	09101	1/28/2013	01PP6189	108.11
	S AND T OFFICE PRODUCTS INC 1000 KRISTEN COURT ST PAUL MN 55110	OFFICE SUPPLIES	PV	66391	001	09101	2/8/2013	01PQ2336	105.76
								Summary Total	108.11
								Summary Total	105.76
								Payment Amount	213.87
106398	S W WOLD CONSTRUCTION INC	ERO ESCROW REF 1609 SAPPHIRE	PV	66340	001	09804	2/8/2013	020813	1,500.00
	S W WOLD CONSTRUCTION INC 9457 HIGHWAY 10 NW SUITE 200 RAMSEY MN 55303							Summary Total	1,500.00
								Payment Amount	1,500.00
100431	SAFETY KLEEN CORPORATION	RECYCLED OIL	PV	66389	001	09101	1/31/2013	928513634	101.00
	SAFETY KLEEN CORPORATION PO BOX 382066 PITTSBURGH PA 15250-8066							Summary Total	101.00
								Payment Amount	101.00
107711	SCHINDLER ELEVATOR	2ND QTR 2/13-4/13	PV	66390	001	09101	2/1/2013	8103389435	536.79
	SCHINDLER ELEVATOR P O BOX 93050 CHICAGO IL 60673-3050							Summary Total	536.79
								Payment Amount	536.79
112996	STANTEC CONSULTING SERVICES INC	SERVICES THROUGH FEB 13	PV	66392	001	09101	2/12/2013	662289	627.75
	STANTEC CONSULTING SERVICES INC 13980 COLLECTIONS CENTER DRIVE							Summary Total	627.75

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Payee	Stub	Document	Due	Invoice	Payment				
Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount
CHICAGO IL 60693									627.75
Payment Amount									627.75
100469	STREICHER'S POLICE EQUIPMENT	MISC ITEMS	PV	66393	001	09101	2/7/2013	I997672	77.39
STREICHER'S POLICE EQUIPMENT LB# 7873									77.39
Summary Total									77.39
		MISC SUPPLIES	PV	66394	001	09101	2/7/2013	I997747	245.79
P O BOX 9438 MINNEAPOLIS MN 55440-9438									245.79
Summary Total									245.79
		MISC SUPPLIES	PV	66395	001	09101	2/7/2013	I997777	369.41
MISC SUPPLIES									103.96
Summary Total									473.37
Payment Amount									796.55
100485	TIMESAVER OFF SITE SECRETARIAL INC	JAN 13 MEETINGS	PV	66341	001	09101	1/30/2013	013013	708.25
TIMESAVER OFF SITE SECRETARIAL INC 28601 HUB DRIVE MADISON LAKE MN 56063-4179									708.25
Summary Total									708.25
Payment Amount									708.25
112079	TOKLE INSPECTIONS INC	JAN SERVICES	PV	66396	001	09101	2/8/2013	020813	1,775.30
TOKLE INSPECTIONS INC 1748 123RD AVENUE NW COON RAPIDS MN 55448									1,775.30
Summary Total									1,775.30
Payment Amount									1,775.30
113539	TWIN CITIES WINNELSON CO	EYE WASH STATION	PV	66397	001	09601	1/25/2013	066075.00	1,307.21
TWIN CITIES WINNELSON CO 13930 RADIUM STREET NW RAMSEY MN 55303									1,307.21
Summary Total									1,307.21
Payment Amount									1,307.21
101011	UTILITY TRUCK SERVICES	REPAIRED CENTER BEARING 672	PV	66398	001	09101	1/31/2013	0037267	283.21
UTILITY TRUCK SERVICES 14601 RAMSEY BLVD RAMSEY MN 55303									283.21
Summary Total									283.21

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Payee	Stub	Document	Due	Invoice	Payment				
Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount
					Payment Amount	283.21			
105628	WELLS CATERING SERVICE	MTG 2/12/13	PV	66411	001	09101	2/12/2013	27460	106.77
					Summary Total	106.77			
					Payment Amount	106.77			
108453	WITMER PUBLIC SAFETY GROUP INC	10 HELMET SHIELDS	PV	66342	001	09101	1/24/2013	1460118	48.99
					Summary Total	48.99			
					Payment Amount	48.99			
112515	WSB AND ASSOCIATES INC	DEC 2012 SUNWOOD/ARMSTRONG	PV	66360	001	09496	1/23/2013	6 DEC 2012	2,805.00
					Summary Total	2,805.00			
					Payment Amount	2,805.00			
					Total Amount to be Processed	128,494.71			
					Total Number of Payments to be Processed	65			

CITY OF RAMSEY
Council Check Register

2/7/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
90782	2/7/2013		100029 ANOKA AREA CHAMBER OF COMMERCE						
		15.00	STATE OF CITY LUNCHEON (10)		66268	020513	0153.6335		TRAINING
		15.00	STATE OF CITY LUNCHEON (10)		66268	020513	0191.6335		TRAINING
		15.00	STATE OF CITY LUNCHEON (10)		66268	020513	0211.6335		TRAINING
		15.00	STATE OF CITY LUNCHEON (10)		66268	020513	0220.6335		TRAINING
		15.00	STATE OF CITY LUNCHEON (10)		66268	020513	0311.6335		TRAINING
		30.00	STATE OF CITY LUNCHEON (10)		66268	020513	0130.6335		TRAINING
		45.00	STATE OF CITY LUNCHEON (10)		66268	020513	0111.6335		TRAINING
		<u>150.00</u>							
90783	2/7/2013		106953 ATOM						
		200.00	MEMBERSHIP 2013 PD		66269	020613	0211.6335		TRAINING
		<u>200.00</u>							
90784	2/7/2013		111789 CALIFORNIA CONTRACTORS SUPPLIE						
		409.89	BLUE SPRAY PAINT		66270	49718	9601.6249		MISCELLANEOUS OPERATING
		26.37-			66270	49718	9601.2082		SALES/USE TAX PAYABLE
		<u>383.52</u>							
90785	2/7/2013		100404 CENTURYLINK						
		65.35	JAN 13 BILLING		66271	763 422-1452 795 JAN13	0452.6321		TELEPHONE
		<u>65.35</u>							
90786	2/7/2013		110734 CITY OF RAMSEY						
		443.13	4TH QTR 2012 6701 HWY 10		66263	719019 4TH QTR12	9410.6372	00041012	WATER/IRRIGATION
		400.39	4TH QTR 12 7550 SUNWOOD DR		66264	444931294 4TH QTR12	0194.6372		WATER/IRRIGATION
		106.53	4TH QTR 12 7650 SUNWOOD DR		66265	444931372 4TH QTR12	9240.6372		WATER/IRRIGATION
		202.06	4TH QTR 12 14779 ZEOLITE ST		66266	722164	0452.6372		WATER/IRRIGATION
		19.77	636718846		66278	020713	9601.4651		WATER REVENUE
		21.76	45193536		66278	020713	9601.4651		WATER REVENUE
		50.00	36262643		66278	020713	9601.4651		WATER REVENUE
		100.00	704554054		66278	020713	9601.4651		WATER REVENUE
		100.00	718262		66278	020713	9601.4651		WATER REVENUE
		133.00	720532		66278	020713	9601.4651		WATER REVENUE
		140.00	383602534		66278	020713	9601.4651		WATER REVENUE
		145.21	484615404		66278	020713	9601.4651		WATER REVENUE
		152.62	720802		66278	020713	9601.4651		WATER REVENUE
		173.07	700617252		66278	020713	9601.4651		WATER REVENUE
		<u>2,187.54</u>							
90787	2/7/2013		100116 CONNEXUS ENERGY						
		633.85	LIFT STAT/WELLS/WTR TOWERS		66272	759126-303102JA N13	9602.6371		ELECTRIC UTILITIES
		5,769.50	LIFT STAT/WELLS/WTR TOWERS		66272	759126-303102JA N13	9601.6371		ELECTRIC UTILITIES
		<u>6,403.35</u>							
90788	2/7/2013		100179 FIRE FIGHTERS RELIEF ASSN						
		3,708.00	2012 CITY OF NOWTHEN CONTR.		66267	020513	9101.4327		SPECIAL FIRE PROTECTION S
		<u>3,708.00</u>							
90789	2/7/2013		113532 FREEDOM CHRISTIAN CENTER						
		444.90	REFUND ESCROW 113112		66273	113112	9804.6433	00113112	REFUNDS

CITY OF RAMSEY
Council Check Register

2/7/2013 -- 12/31/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		444.90							
90790	2/7/2013		100204 GRAFIX SHOPPE						
		228.02	DECALS FOR UNMARKED PD		66274	84973	0211.6257		OTHER VEHICLE PARTS
		228.02							
90791	2/7/2013		100510 VERIZON WIRELESS						
		74.44	JAN 13 BILLING		66275	2861341144	0130.6323		CELLULAR PHONES
		74.44							
90792	2/7/2013		111137 WRIGHT HENNEPIN COOPERATIVE EL						
		29.87	JAN 13 6701 HWY 10		66276	150-1687-1105 JAN13	9410.6315	00041012	MISCELLANEOUS PROFESSIO
		29.87	JAN 13 7550 SUNWOOD DR PD		66277	150-1682-6501 JAN 13	0211.6489		OTHER CONTRACTED SERVIC
		59.74							
90793	2/12/2013		100012 ACE SOLID WASTE INC						
		29.81	MISC CITY ACCOUNTS FEB 2012		66283	0010136859	9601.6374		REFUSE/RECYCLING
		29.81	MISC CITY ACCOUNTS FEB 2012		66283	0010136859	9602.6374		REFUSE/RECYCLING
		29.81	MISC CITY ACCOUNTS FEB 2012		66283	0010136859	9605.6374		REFUSE/RECYCLING
		30.76	MISC CITY ACCOUNTS FEB 2012		66283	0010136859	0220.6374		REFUSE/RECYCLING
		86.93	MISC CITY ACCOUNTS FEB 2012		66283	0010136859	0452.6374		REFUSE/RECYCLING
		89.44	MISC CITY ACCOUNTS FEB 2012		66283	0010136859	0311.6374		REFUSE/RECYCLING
		157.36	MISC CITY ACCOUNTS FEB 2012		66283	0010136859	0194.6374		REFUSE/RECYCLING
		453.92							
90794	2/12/2013		100043 ANOKA COUNTY PROPERTY RECORDS						
		100.00	2012 TRUTH TAX/SP ASSES/TIF		66279	020413	9210.6315		MISCELLANEOUS PROFESSIO
		437.03	2012 TRUTH TAX/SP ASSES/TIF		66279	020413	9207.6315		MISCELLANEOUS PROFESSIO
		448.45	2012 TRUTH TAX/SP ASSES/TIF		66279	020413	9209.6315		MISCELLANEOUS PROFESSIO
		562.65	2012 TRUTH TAX/SP ASSES/TIF		66279	020413	9208.6315		MISCELLANEOUS PROFESSIO
		2,815.46	2012 TRUTH TAX/SP ASSES/TIF		66279	020413	9204.6315		MISCELLANEOUS PROFESSIO
		3,466.40	2012 TRUTH TAX/SP ASSES/TIF		66279	020413	9202.6315		MISCELLANEOUS PROFESSIO
		4,205.63	2012 TRUTH TAX/SP ASSES/TIF		66279	020413	9214.6315		MISCELLANEOUS PROFESSIO
		2,355.71	TRUTH TAX/SP ASSES/TIF 2012		66284	020413A	0153.6489		OTHER CONTRACTED SERVIC
		4,931.84	TRUTH TAX/SP ASSES/TIF 2012		66284	020413A	9400.6489		OTHER CONTRACTED SERVIC
		19,323.17							
90795	2/12/2013		100297 CENTERPOINT ENERGY						
		305.08	DEC 2012 GAS BILLING		66280	8000014064-2 DEC 2012	9601.6373		GAS
		305.08	DEC 2012 GAS BILLING		66280	8000014064-2 DEC 2012	9602.6373		GAS
		305.08	DEC 2012 GAS BILLING		66280	8000014064-2 DEC 2012	9605.6373		GAS
		533.59	DEC 2012 GAS BILLING		66280	8000014064-2 DEC 2012	0452.6373		GAS
		915.25	DEC 2012 GAS BILLING		66280	8000014064-2 DEC 2012	0311.6373		GAS
		1,954.94	DEC 2012 GAS BILLING		66280	8000014064-2 DEC 2012	0220.6373		GAS
		4,319.02							
90796	2/12/2013		107962 GENESIS EMPLOYEE BENEFITS						
		61.25	VEBA/FLEX JAN 2013		66285	17502	0130.6315		MISCELLANEOUS PROFESSIO
		215.00	VEBA/FLEX JAN 2013		66285	17502	9101.2176		LIFE/HEALTH-EMPLOYEE

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Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount
113206	NORTH PINE AGGREGATE INC	PAY EST 7- SUNWOOD REALIGN	PV	66344	001	09496	2/13/2013	021313	39,838.14
	NORTH PINE AGGREGATE INC 14551 LAKE DRIVE FOREST LAKE MN 55025							Summary Total	39,838.14
								Payment Amount	39,838.14
111526	NORTHERN ESCROW INC	PAY APP 2 NORTH COMMONS	PV	66343	001	09499	1/31/2013	013113	13,210.07
	NORTHERN ESCROW INC FBO: COUNTY LINE EXCAVATING LLC 1276 SOUTH ROBERT STREET WEST ST PAUL MN 55118							Summary Total	13,210.07
								Payment Amount	13,210.07
								Total Amount to be Processed	53,048.21
								Total Number of Payments to be Processed	2

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-02-050

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF FEBRUARY 7, 2013 THROUGH FEBRUARY 20, 2013.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of February 7, 2013, through February 20, 2013, in the amount of \$451,239.43; and

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

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

- 1) That the Ramsey City Council hereby approves the cash disbursements made and authorizes payment of the accounts payable invoices as detailed in the attached Bills List for the period February 7, 2013, through February 20, 2013, in the amount of \$451,239.43.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 26th day of February 2013.

Mayor

ATTEST:

City Clerk

Meeting Date: 02/26/2013

Submitted For: Grant Riemer

By: MaryJo Warner, Engineering/Public Works

Information

Title:

Adopt Resolution #13-02-044 Awarding Contract to Pearson Bros. Inc for 2013 Street Sweeping

Background:

In early February of 2013 the public works department asked for RFQ's for our spring street sweeping program. The contractor selected will be responsible for sweeping approximately 100 miles of city streets, curb to curb and truck the material collected to the PW faculty for future processing. Public works forces will sweep the remaining 70 plus miles of roads. The roads our PW staff will sweep are mainly located in our urban area, were timing of the sweeping is more critical. An invitation for quotations was mailed to six contractors; and an advertisement for quotes was also published in the Anoka County Union on February 1, 2013 and February 8, 2013 for the 2013 Street Sweeping Program. Two quotes were received by the February 15th deadline and are as follows:

Pearson Bros. Inc. \$24,000.00
Allied Blacktop Co. \$47,250.00

It should be noted that Pearson Bros was also the low bidder for our 2012 sweeping program and performed the work to the satisfaction of the city.

Observations:

Spring is the busiest time of year for the public works department. Staff is working on athletic fields, repairing damage from snow plowing and flushing our municipal water system. With the addition of the contracted sweepers, public works staff is able to concentrate our resources on these and other maintenance tasks. Spring street sweeping is a critical function that must be completed in a timely manner. The goal is to have the debris swept up before spring rains or water main flushing wash the material into the storm water system. Once the sand and debris enter the storm water system, it is estimated to be four times more costly to retrieve.

Recommendation:

Staff recommends that council accept the quote for sweeping services from Pearson Bros and award the contract for the 2013 spring street sweeping program for an amount not to exceed \$24,000.00

Funding Source:

Funding will come from the Storm Water Utility cost center 9605-6489

Council Action:

Motion council to Adopt Resolution #13-02-044 Awarding Contract to Pearson Bros. Inc for 2013 Street sweeping program for an amount not to exceed \$24,000.00

Form Review

Inbox
Kurt Ulrich

Reviewed By
Kurt Ulrich

Date
02/21/2013 09:30 AM
Started On: 02/19/2013 09:42 AM

Form Started By: MaryJo Warner

Final Approval Date: 02/21/2013

CC Regular Session

4. 10.

Meeting Date: 02/26/2013

Submitted For: MaryJo Warner

By: MaryJo Warner, Engineering/Public Works

Information

Title:

Adopt Resolution 13-02-043 Authorizing Partial Payment to County Line Excavating, LLC for IP 12-25 North Commons

Background:

Resolution and Pay Request Attached.

Recommendation:

The Development Manager inspected the completed work and recommends partial payment to County Line Excavating, LLC for IP 12-25 North Commons in the amount of \$13,210.07.

Council Action:

Motion to adopt Resolution #13-02-043 authorizing partial payment to County Line Excavating, LLC for IP 12-25 North Commons in the amount of \$13,210.07.

Attachments

Resolution

Pay Request

Form Review

Inbox	Reviewed By	Date
Hakanson Anderson Engineering	Shane Nelson	02/20/2013 01:23 PM
Mary Jo Warner	MaryJo Warner	02/20/2013 01:26 PM
Hakanson Anderson Engineering	Shane Nelson	02/21/2013 12:59 PM
Kurt Ulrich	Jo Thieling	02/21/2013 01:24 PM
Form Started By: MaryJo Warner		Started On: 02/19/2013 08:17 AM
	Final Approval Date: 02/21/2013	

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-02-043

RESOLUTION APPROVING 2nd PARTIAL PAYMENT TO COUNTY LINE EXCAVATING FOR IP 12-25; NORTH COMMONS

WHEREAS, on July 10, 2012 the HRA approved plans and specifications for North Commons, the 17 lot subdivision on HRA property. This work consists of grading, utilities, street, and storm sewer improvements necessary to develop the proposed property; and

WHEREAS, pursuant to an advertisement for bids for Improvement Project 12-25; North Commons, bids were opened and tabulated according to law on October 30, 2012; and

WHEREAS, County Line Excavating is the lowest responsible bidder; and

WHEREAS, on November 13, 2012 the bid was awarded to County Line Excavating; and

WHEREAS, as of February 26, 2013 \$19,723.42 has been paid to date; and

WHEREAS, the Development Manager has inspected the completed work and recommends partial payment to County Line Excavating in the amount of \$13,210.07.

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

- 1) That the City Council hereby authorizes partial payment to County Line Excavating for Improvement Project #12-25; North Commons in the amount of \$13,210.07.
- 2) That the City Council hereby accepts the project and authorizes the Mayor or City Administrator to sign the release form for this payment.
- 3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of February 26, 2013.
- 4) That the City of Ramsey Finance Department will be provided a signed copy of this resolution.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 26th day of February 2013.

Mayor

ATTEST:

City Clerk

APPLICATION AND CERTIFICATION FOR PAYMENT

To Owner: City of Ramsey HRA
7550 Sunwood Drive NW
Ramsey, MN 55303

Pay Request No. 2

Period To: 31-Jan-2013

From Contractor: County Line Excavating, LLC
5698 345th Avenue NE
Foley, MN 56329

Project: North Commons

Location: Ramsey, Minnesota

Eng. Project No.: RAM12024

Contract Manager: D. Lazan

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract

Original Contract Amount		\$417,372.22
Change Orders Increased Amount	+	\$0.00
Change Orders Decreased Amount	-	\$0.00
Total Contract Amount	=	\$417,372.22
Value of Work Performed to Date		\$31,307.75
Material on Hand	+	\$3,191.13
Amount Previously Paid	-	\$19,723.42
Total Amount Due	=	\$14,775.46
Less Retainage of 5%	-	\$1,565.39
Amount Due this Pay Request	=	\$13,210.07

CHANGE ORDER SUMMARY

Total changes approved by Owner

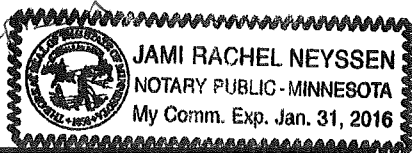
	Additions	Deductions
Change Order # 1		
Change Order # 2		
Change Order # 3		
Change Order # 4		
Totals	\$0.00	\$0.00

Contractor's Certification

The undersigned contractor certifies that to the best of the Contractors knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the contract Documents, that all amounts have been paid by the Contractor for Work for which previous Applications for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: County Line Excavating
 By: [Signature]
 Date: 2/13/13

State of Minnesota
 County of Benton
 Subscribed and sworn to before me this 13 day of February
 Notary Public: Jami Neysen
 My Commission Expires: 1-31-2016



Engineer's Certification

In accordance with the contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to the payment shown herein.

Engineer: Christopher Call, PE
 By: [Signature]
 Date: 2/6/2013



Landform Professional Services
 105 South Fifth Avenue, Suite 513
 Minneapolis, MN 55401

Owner's Acknowledgement

Owner: [Signature]
 By: [Signature]
 Date: 2/20/13

CC Regular Session

4. 11.

Meeting Date: 02/26/2013

Submitted For: MaryJo Warner

By: MaryJo Warner, Engineering/Public Works

Information

Title:

Adopt Resolution #13-02-041 Authorizing Partial Payment to North Pine Aggregate for IP 12-20; CSAH 83 (Armstrong Blvd) - Sunwood Drive

Background:

Resolution and Pay Request attached.

Recommendation:

The City Engineer Technician IV inspected the completed work and recommends partial payment to North Pine Aggregates, Inc. for IP 12-20; CSAH 83 (Armstrong Blvd) - Sunwood Drive in the amount of \$39,838.14.

Council Action:

Motion to adopt Resolution #13-02-041 authorizing partial payment to North Pine Aggregates, Inc. for IP 12-20; CSAH 83 (Armstrong Blvd) - Sunwood Drive in the amount of \$39,838.14.

Attachments

Resolution

Pay Request

Form Review

Inbox	Reviewed By	Date
Hakanson Anderson Engineering	Shane Nelson	02/20/2013 01:20 PM
Kurt Ulrich	Kurt Ulrich	02/21/2013 07:47 AM
Form Started By: MaryJo Warner		Started On: 02/12/2013 09:15 AM
	Final Approval Date: 02/21/2013	

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-02-041

**RESOLUTION AUTHORIZING PARTIAL PAYMENT TO NORTH PINE
AGGREGATE FOR CITY IMPROVEMENT
PROJECT #12-20; SUNWOOD DRIVE REALIGNMENT**

WHEREAS, on June 28, 2011 the Ramsey Housing and Redevelopment Authority awarded an engineering services contract to Landform Professional Services to complete the necessary Ramsey Town Center AUAR updates, and prepare of a feasibility study for the realignment of Sunwood Drive NW; and

WHEREAS, on July 26, 2011 the Ramsey City Council awarded an engineering services contract to WSB & Associates to prepare a feasibility study for the portion of the Sunwood Drive realignment contained within Anoka County right-of-way, and assist in completing updates to the existing Ramsey Town Center AUAR; and

WHEREAS, on January 24, 2012 the Ramsey City Council accepted the feasibility studies and called for the preparation of plans and specifications for City Improvement Project #12-20; Sunwood Drive Realignment; and

WHEREAS, on May 22, 2012 the Ramsey City Council accepted the plans and specifications and authorized the solicitation of bids; and

WHEREAS, North Pine Aggregates, Inc is the lowest responsible bidder; and

WHEREAS, as of February 26, 2013 \$2,181,232.64 has been paid to date; and

WHEREAS, Engineering Technician IV has inspected the completed work and recommends partial payment to North Pine Aggregate, Inc. in the amount of \$39,838.14.

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

- 1) That the City Council hereby authorizes partial payment to North Pine Aggregates, Inc. for Improvement Project #12-20; CSAH 83(Armstrong Boulevard) – Sunwood Drive in the amount of \$39,838.14.
- 2) That the City Council hereby accepts the project and authorizes the Mayor or City Administrator to sign the release form for this payment.
- 3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of February 26, 2013.
- 4) That the City of Ramsey Finance Department will be provided a signed copy of this resolution.

RESOLUTION #13-02-041

Page 1 of 2

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 26th day of February 2013.

Mayor

ATTEST:

City Clerk

Pay Estimate Summary Sheet
IP 12-20; CSAH 83 (ARMSTRONG BOULEVARD)- SUNWOOD DRIVE
SAP 199-020-010 199-104-010
City of Ramsey


Estimate no 7

TOTAL CONTRACT	\$ 2,342,825.81
CHANGE ORDERS (#1,#2,#3,#4)	\$ 79,450.21
TOTAL WITH CHANGE ORDERS	\$ 2,422,276.03
STORED MATERIALS	
TOTAL, COMPLETED WORK TO DATE	\$ 2,266,398.75
TOTAL WORK COMPLETED PLUS STORED MATERIALS	\$ 2,266,398.75
RETAINED PERCENTAGE 2%	\$ 45,327.98
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$ 2,221,070.78
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$ 2,181,232.64
PAY CONTRACTOR PER ESTIMATE NO. 7	\$ 39,838.14

Certificate for Partial Payment

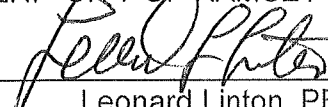
I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on the this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between owner and the undersigned Contractor, and as amended by any authorized changes and the foregoing is a true and correct statement of the contract amount for the period covered by this estimate.

Contractor: North Pine Aggregates, Inc.

By  2/11/13
Name Title
Date 2/11/13 Project Manager

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: CITY OF RAMSEY

By  Civil Engineer II
Leonard Linton, PE
Date 2/11/13

APPROVED FOR PAYMENT:

OWNER: City of Ramsey

By  INTERIM CITY ENGINEER 2/20/13
Name Title Date

Meeting Date: 02/26/2013

Submitted For: Patrick Brama

By: Patrick Brama, Administrative Services

Information

Title:

Adopt Resolution 13-02-040; for the partial payment to Sauter & Sons INC for the Nordvick Property demolition and site clean up; and review change order number one (1).

Background:

The City of Ramsey is in the process of improving the existing Highway 10/Armstrong Boulevard intersection to a highway overpass/interchange. Part of this process required the City to purchase privately owned land to dedicate for future right of way (ROW).

The Ramsey EDA became involved in this process when they assisted the purchase of a property located at 8020 147th Ave NW ("Subject Property"). A small portion of the Subject Property will be dedicated for future ROW. The larger remaining portion was intended to be used for economic development purposes.

The Subject Property contained two commercial buildings; along with various other site improvements. In order to prepare the site for future development, the EDA contracted with Sauter & Son's for the demolition of buildings and site clean up of the Subject Property; for a price of \$23,500 per the attached contract. Recently, Staff received a request for a change order to the original contract price.

Purpose of Case: consider the attached resolution for the partial payment of the original contract; and review change order one (1) for the removal of an underground oil-water separator tank, \$2,400.

History of Case: this case was reviewed, discussed and approved by the EDA on February 14, 2013. The City Council is involved with the decision as the funding source is the EDA fund. The EDA fund is not part of the EDA's annually approved budget.

Observations:

Attached to this case is:

1. Invoice for work outlined in original contract: \$23,500
2. Invoice for change order number one (1), oil-water separator tank: \$2,400
3. Project Pay Estimate Summary Sheet: \$25,900 total project cost
4. Resolution #13-02-040 Approving Partial Payment to Suater & Son's for Nordvick Property Demolition (\$23,350)

Partial Payment of Original Contract

At this point, Staff has determined all work as spelled out in the original contract has been completed *EXCEPT* establishing turf on the Subject Property. Therefore, Staff recommends withholding 10% of the original project cost (invoice/payment due) as an escrow to ensure the referenced work is completed (\$2,350).

Change Order Number One (1)

Said \$2,400 change order is for the removal and disposal of an underground oil-water separator tank (including remaining oil) located on the Subject Property. This work was unforeseen and was not included in the RFP (Request for Proposal) for this project.

Staff did conduct a site visit and review property files regarding the Subject Property before the development of a RFP. However, Staff was unable to find any information, or physical evidence, of the oil-water separator tank located on the Subject Property as it was buried underground. Therefore, it was not included in the RFP.

It is possible for Staff to include a line item in RFPs requiring the removal of oil-water separator tanks. However, doing so would likely inflate all proposals. In the event such a tank did not exist, the City would end up paying a premium.

Summary/Conclusion

Adding together the partial payment for the original contract (.9*23,500=\$21,150) plus the cost of change order number one (\$2,400), Staff is asking the Council for approval of a \$23,350 payment. The remaining \$2,350 due (.1*\$23,500) will be paid to the contractor this spring, after proof of established turf is made. See attached summary sheet.

Funding Source:

Initially EDA fund. Upon sale of the Subject Property, the EDA fund will be repaid via future land proceeds.

Staff Recommendation:

Approve the attached Resolution 13-02-040 for the partial payment to Sauter & Sons INC for the Nordvick Property demolition and site clean up.

EDA Action:

Approve the attached Resolution 13-02-040 for the partial payment to Sauter & Sons INC for the Nordvick Property demolition and site clean up.

Attachments

Property Details

Request for Proposals (RFQ)

Contract for Service

Proposal Responses

Addendum 1

Project Invoice (23350)

Change Order Invoice (2400)

Oil Tank Pumping Invoice (ref)

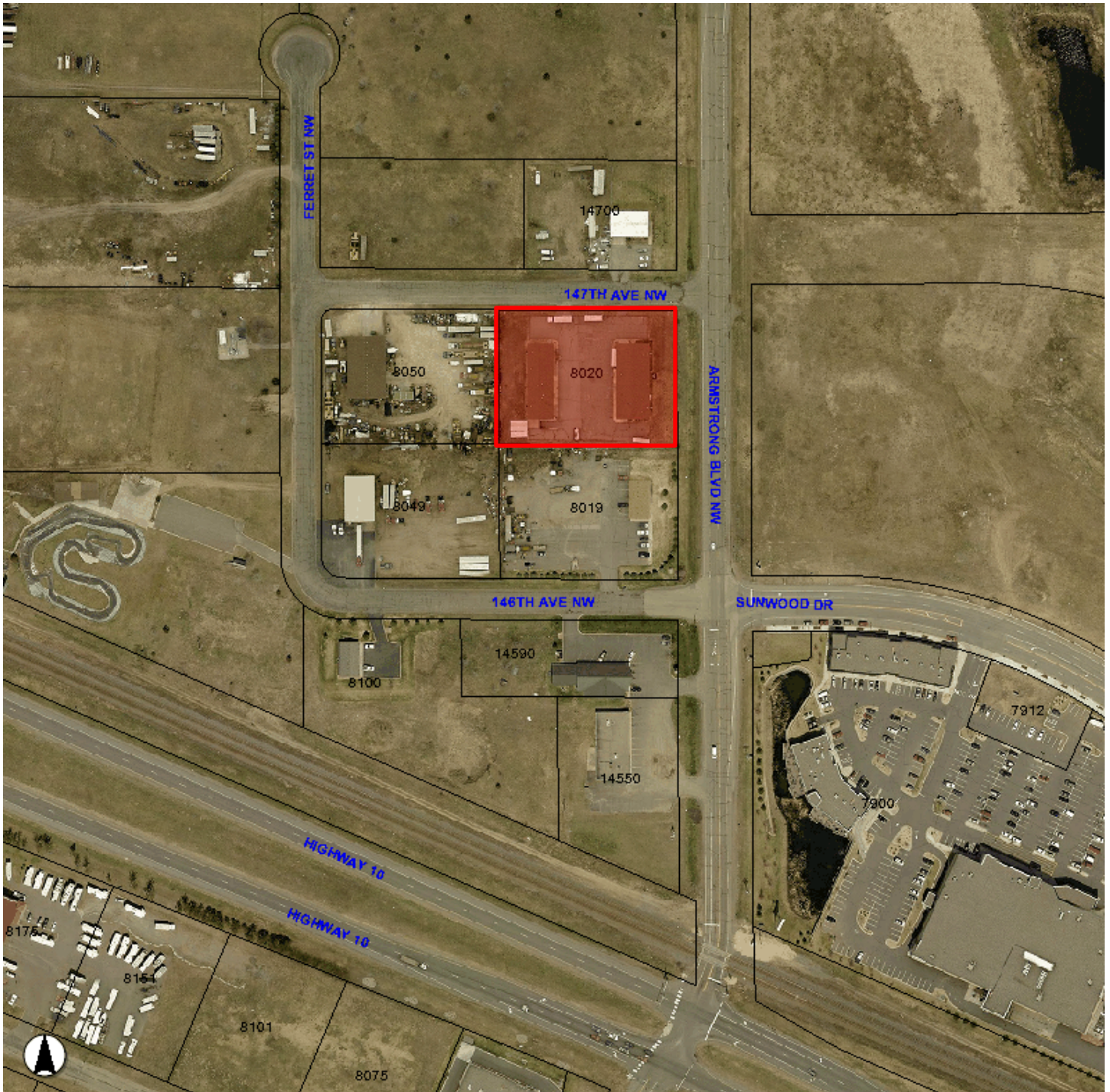
RESOLUTION #13-02-040, APPROVING PARTIAL PAYMENT TO SAUTER & SONS, INC

Pay Estimate Summary Sheet1

Form Review

Inbox	Reviewed By	Date
Hakanson Anderson Engineering	Shane Nelson	02/21/2013 01:04 PM
Kurt Ulrich	Jo Thieling	02/21/2013 01:24 PM
Form Started By: Patrick Brama		Started On: 02/19/2013

Final Approval Date: 02/21/2013



PROPERTY DETAILS: 8020 147TH AVE NW, 1.43 acres

- Recently purchased by the City for \$800,000.
- Reason for purchase: Armstrong interchange project
- EDA paid \$600,000.
- Reason for EDA involvement: Armstrong interchange seen as a major economic development driver. EDA felt this property in comparison to the properties to the South (which were also acquired by the City) would retain the most economic value (only a small portion of this property will be used for right of way).
- Existing buildings are outdated metal structures use mainly for storage (cold storage).
- Staff suggests the City move forward with attaining bids for demolition of the two existing buildings.
- Reason for demolition: position property for future sale and reduce maintenance/liability costs.

August 23, 2012

To Whom it May Concern:

The City of Ramsey owns the property located at 8020 147 Ave NW (PID 29322514009). We are requesting quotes to have improvements to the site demolished and removed.

WORK SPECIFICATIONS:

1. Contractor shall remove both existing structures. NOTE: both structures are completely empty, estimated to be about 5,500 square feet in size and about 18' ceiling height
2. Contractor shall remove all existing concrete, curb/gutter, sidewalk, bollards and pavement
3. Contractor shall remove shipping dock; including the existing retaining wall and platform
4. Contractor shall remove all existing fencing on the south side of the property, accessory structure and debris
5. Contractor shall remove all known underground water pipes, electrical wire, gas lines and visible irrigation pipes. The contractor shall contact gas provider and electrical provider to coordinate the shut off/disconnection of services and removal of infrastructure to the property line.
6. Contractor shall remove all air conditioning units and follow disposition regulations
7. Contractor shall remove existing septic tank and drainage field piping, as outlined in the attached reference map, (including the drain field). NOTE: the City will be removing the eastern septic tank. Contractor shall notify the City when the septic tank and drain field is removed
8. Contractor shall abandon the two existing wells, as outlined in the attached reference map (according to the MN Well Code)
9. Contractor shall grade the site to allow for proper drainage
10. Contractor shall seed the site with a seed mix as recommended by the landscaper and place straw mulch (dormant seeding)
11. Whereas the subject property is a 1.43 acres; the contractor shall be responsible for attaining required permits (i.e. NPDES)
12. Contractor shall provide a certificate of liability insurance, with the City of Ramsey listed as an additional insured, with a minimum \$1,000,000 coverage
13. Contractor shall obtain a demolition permit with the City of Ramsey

14. The goal of this project is to provide a clean site for future development, free of any buried debris, trash or piping.
15. Upon awarding the said project, the property owner (City of Ramsey) reserves the right to remove fixtures and equipment from the subject property, including buildings, for up to twenty days (October 16, 2012).
16. Quotes must be received by the City of Ramsey no later than Tuesday, September 11, 2012, 1:00pm
17. The City will award the project at the Tuesday, September 25, 2012 City Council meeting
18. Contractor shall complete work by Wednesday, November 15, 2012

NOTE: The City of Ramsey will be conducting an asbestos testing on both buildings. Please do not include in your quote; and consider the site asbestos free unless otherwise directed.

The City encourages bidders to visit the project site. Please contact Patrick Brama to make arrangements.

Please submit your quote by Tuesday, September 11, 2012, 1:00pm –Attention Mary Jo Warner, Public Works Department. If you have any questions or need clarification please contact Patrick Brama.

Attached to this mailing are a number of reference documents.

Best regards,

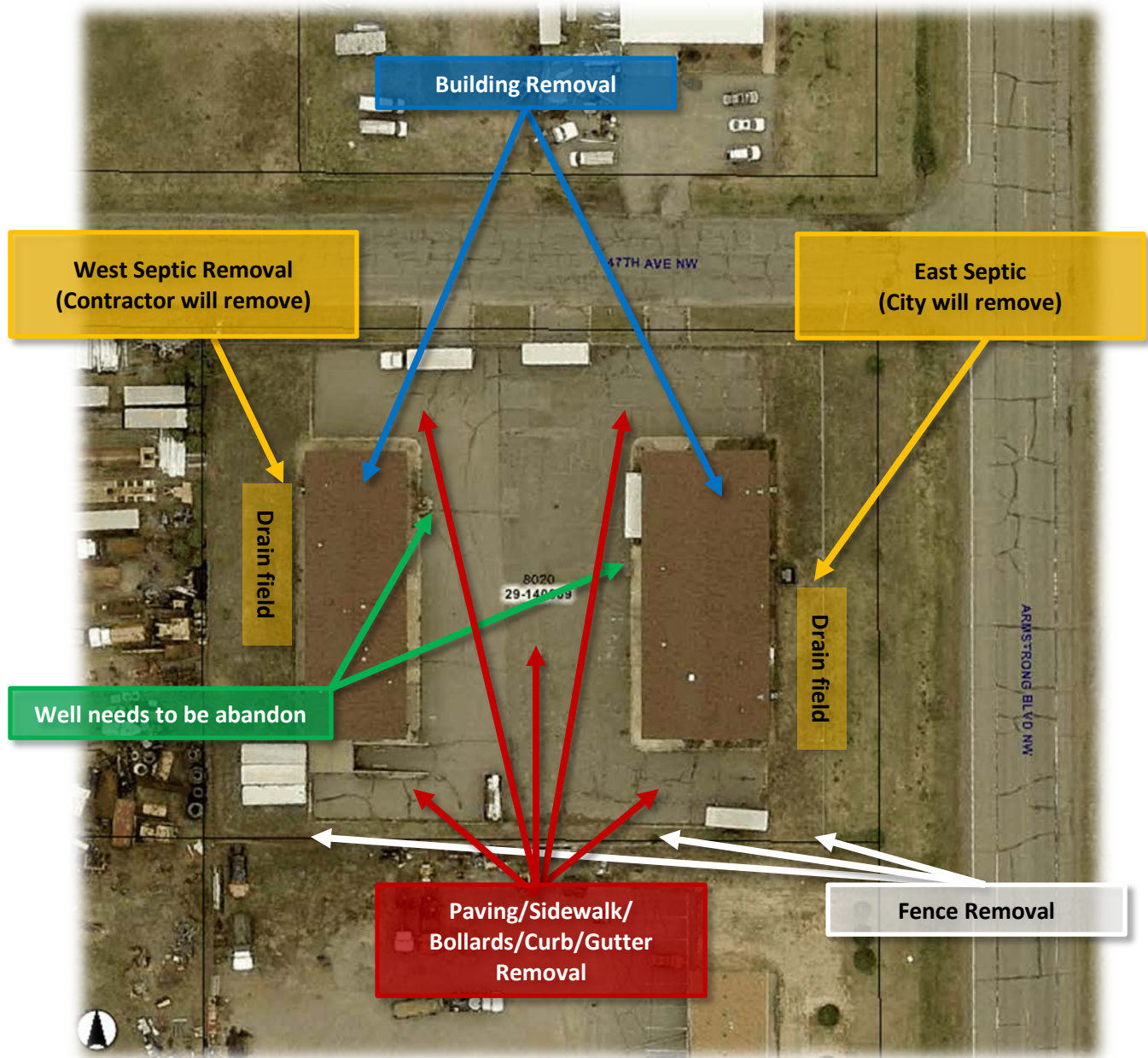
Patrick J. Brama

Management Analyst, City of Ramsey

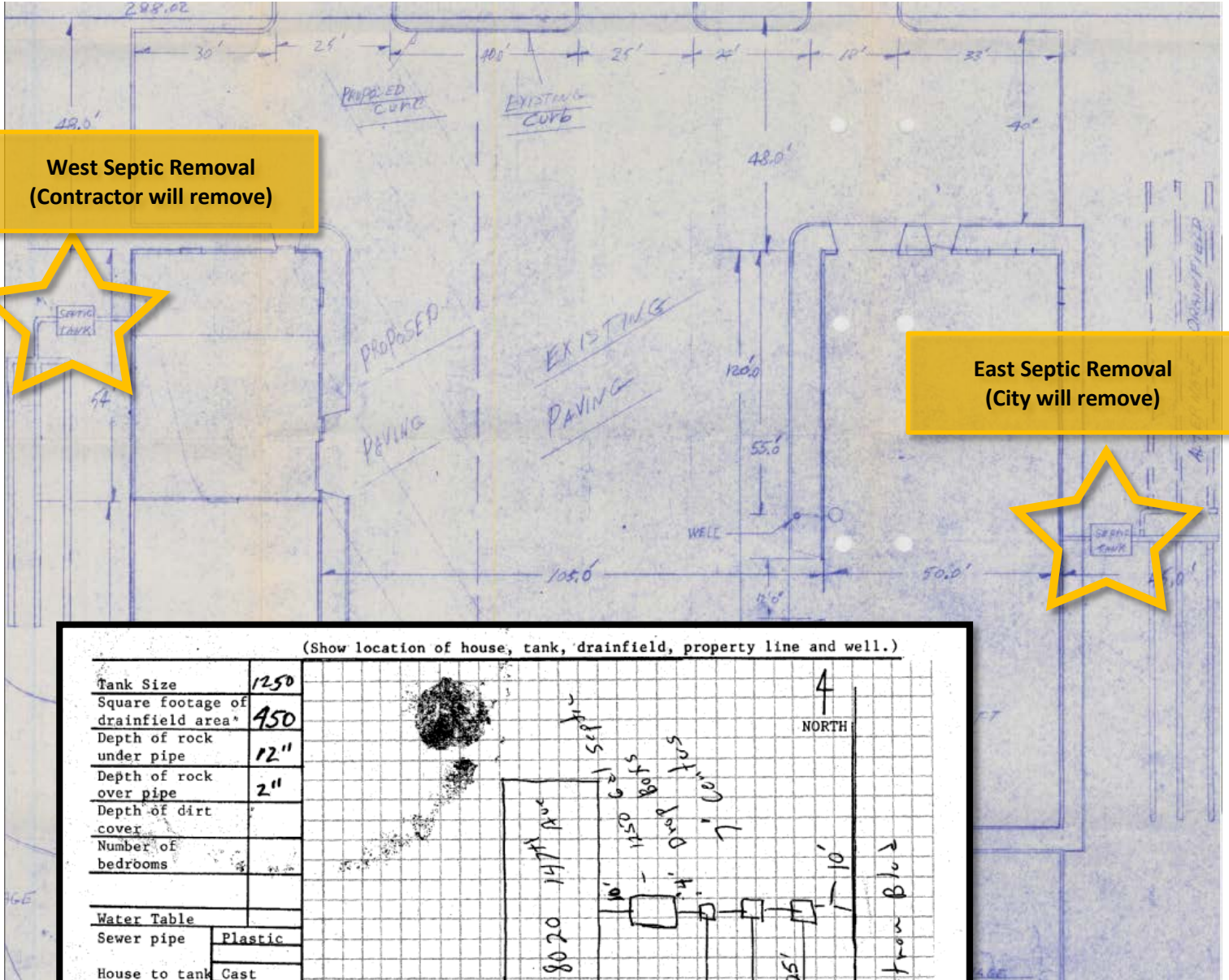
OFFICE: (763) 433-9903 **CELL:** (763) 412-7609

ADDRESS: 7550 Sunwood Drive NW, Ramsey, MN 55303

REFERENCE MAP: 8020 147TH AVE NW

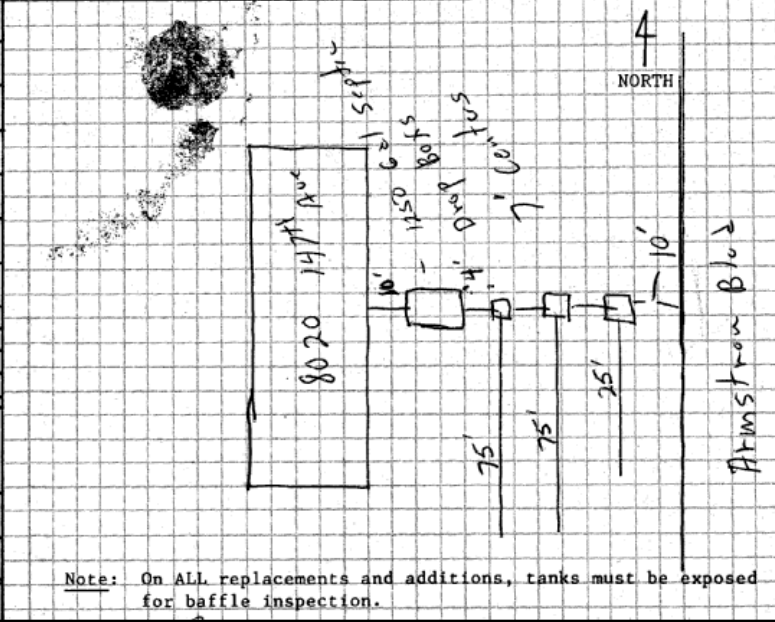


8020 147TH AVE NW, Septic



(Show location of house, tank, drainfield, property line and well.)

Tank Size	1250
Square footage of drainfield area*	450
Depth of rock under pipe	12"
Depth of rock over pipe	2"
Depth of dirt cover	
Number of bedrooms	
Water Table	
Sewer pipe	Plastic
House to tank	Cast
Outside lift	()
Ejector	()
Gravity	()
Permit fee	50 00
Surtax	.50
Total	50 50



8020 147TH AVE NW, Well

Unique Number	Stratigraphy	County	Well Name	Township	Range	Dir	Section	Sub Sections	Depth (ft)	Use	Elevation (ft)	Depth Cased (ft)	SWL	Casing Diameter	Casing Material	Aquifer	Address
615612	Yes	Anoka	NORDVIK, DON	32	25	W	29	ADAABA	129	Industrial	874	120	18	4	Steel (black or low carbon)	Franconia	8024 147TH AV NW, RAMSEY

Minnesota Unique Well No. 615612		County Anoka Quad Anoka Quad ID 120B	MINNESOTA DEPARTMENT OF HEALTH WELL AND BORING RECORD <i>Minnesota Statutes Chapter 103I</i>				Entry Date 07/14/1999 Update Date 12/08/2008 Received Date 01/11/1999
Well Name NORDVIK, DON Township Range Dir Section Subsections Elevation 874 ft. 32 25 W 29 ADAABA Elevation Method 7.5 minute topographic map (+/- 5 feet)			Well Depth 129 ft. Depth Completed 129 ft. Date Well Completed 11/03/1998		Drilling Method Non-specified Rotary		
Well Address 8024 147TH AV NW RAMSEY MN 55303			Drilling Fluid Bentonite		Well Hydrofractured? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No From Ft. to Ft.		
Geological Material Color Hardness From To SAND & GRAVEL BROWN SOFT 0 17 CLAY & GRAVEL GRAY SOFT 17 23 SAND & GRAVEL GRAY SOFT 23 50 CLAY & GRAVEL BROWN SOFT 50 110 SANDROCK WHITE SOFT 110 129			Use Industrial		Casing Type Steel (black or low carbon) Joint Threaded Drive Shoe? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Above/Below ft.		
			Casing Diameter 4 in. to 120 ft. Weight 11 lbs./ft. Hole Diameter 8.5 in. to 30 ft.		Open Hole from ft. to ft.		
			Screen YES Make JOHNSON Type stainless steel		Diameter 2 Slot/Gauze 7 Length 8 Set Between 120 ft. and 129 ft.		
			Static Water Level 18 ft. from Land surface Date Measured 11/03/1998		PUMPING LEVEL (below land surface) ft. after 1 hrs. pumping 40 g.p.m.		
			Well Head Completion Pitless adapter manufacturer MONITOR Model 8PL41UC1 <input type="checkbox"/> Casing Protection <input checked="" type="checkbox"/> 12 in. above grade <input type="checkbox"/> At-grade (Environmental Wells and Borings ONLY)				
NO REMARKS			Grouting Information Well Grouted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Located by: Minnesota Geological Survey Method: Digitization (Screen) - Map (1:24,000)			Grout Material: Cuttings from 30 to 120 ft.				
Unique Number Verification: Address verification Input Date: 08/19/2008			Grout Material: High solids bentonite from to 30 ft.				
System: UTM - Nad83, Zone 15, Meters X: 463008 Y: 5009409			Nearest Known Source of Contamination 50 feet W direction Septic tank/drain field_type		Well disinfected upon completion? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
			Pump <input type="checkbox"/> Not Installed Date Installed 11/05/1998 Manufacturer's name FLINT & WALLING Model number 4F10G05305 HP 0.5 Volts 230 Length of drop Pipe 40 ft. Capacity 10 g.p.m. Type Submersible Material				
			Abandoned Wells Does property have any not in use and not sealed well(s)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
			Variance Was a variance granted from the MDH for this well? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
First Bedrock Franconia Aquifer Franconia Last Strat Franconia Depth to Bedrock 110 ft.			Well Contractor Certification Mork Well Co. 02658 THOMPSON, S. License Business Name Lic. Or Reg. No. Name of Driller				
County Well Index Online Report			615612		Printed 8/15/2012 HE-01205-07		

MAILING LIST: 8020 147TH AVE NW RFQ

Sauter & Sons
6651 141 Ave NW
Ramsey, MN 55303

Green-Way Excavating L.L.C.
19949 St. Francis Blvd.
Anoka, MN 55303

Remove All
16038 Jarvis Street NW
Elk River, MN 55330

Dave Perkins Contracting INC.
7060 143rd Av
Ramsey, MN 55303

Dryden Excavating
6700 Viking Blvd NW
Anoka, MN 55303

Kober Excavating
16112 Jarvis Street NW
Elk River, MN 55330

Brett Reshetar
Reshetar Systems, Inc.
730 Bunker Lake Boulevard NW
Anoka, MN 55303

Carbon Copied

Faith Pederson
Service Associate - Gas Op. Support
CenterPoint Energy
800 LaSalle Avenue
P.O. Box 59038
Minneapolis, MN 55459

Tom Keller
Connexus Energy
14601 Ramsey Blvd. NW
Ramsey, MN 55303

CONTRACT FOR SERVICE

This AGREEMENT, made this ____ day of September, 2012, between the City of Ramsey, a political subdivision (“CITY”) and Sauter & Son’s Excavating (“CONTRACTOR”).

The CITY has awarded to the CONTRACTOR the job described below:

A. PROJECT DESCRIPTION:

WHEREAS, the goal of this project is to provide a clean site for future development

B. PROJECT LOCATION:

WHEREAS, the City owns the property located at 8020 147 Ave NW, City Ramsey, County of Anoka, State of Minnesota (PID 29322514009)

C. PERFORMANCE TERM:

CONTRACTOR shall complete work by Wednesday, November 15, 2012

D. SERVICE SPECIFICATIONS:

1. CONTRACTOR shall remove both existing structures
2. CONTRACTOR shall remove all existing concrete, curb/gutter, sidewalk, bollards and pavement
3. CONTRACTOR shall remove shipping docks; including the existing retaining wall and platform
4. CONTRACTOR shall remove all existing fencing on the south side of the property, accessory structures and debris
5. CONTRACTOR shall remove all known underground water pipes, electrical wire, gas lines and visible irrigation pipes. The CONTRACTOR shall contact gas provider and electrical provider to coordinate the shut off/disconnection of services and removal of infrastructure to the property line.
6. CONTRACTOR shall remove all air conditioning units and follow disposition regulations
7. CONTRACTOR shall remove existing westerly septic tank and drainage field piping, as outlined in the attached reference map. The CITY will be removing the eastern septic tank. CONTRACTOR shall notify the CITY when the septic tank and drain field is removed
8. CONTRACTOR shall abandon the two existing wells, as outlined in the attached reference map according to the State of Minnesota Well Code
9. CONTRACTOR shall grade the site flat and to allow for proper drainage

10. CONTRACTOR shall determine appropriate seed mix necessary to establish turf in the disturbed areas, the CITY will not dictate a specific seed mix. CONTRACTOR is not required to import topsoil.
11. WHEREAS the subject property is a 1.43 acres; the CONTRACTOR SHALL be responsible for attaining required permits (NPDES)
12. CONTRACTOR shall provide a certificate of liability insurance, with the CITY listed as an additional insured, with a minimum \$1,000,000 coverage
13. CONTRACTOR shall obtain a demolition permit with the CITY
14. CONTRACTOR understands that upon awarding the said project, the CITY reserves the right to remove fixtures and equipment from the subject property, including buildings, for up to twenty days (October ____, 2012).

E. COMPLIANCE WITH APPLICABLE REGULATIONS:

CONTRACTOR shall, pursuant to performance, comply with all applicable rules, regulations, statutes or ordinances of any other unit or agency of government, including but not limited to those relating to non-discrimination in hiring or labor practices, payment of all required withholding taxes, workers' compensation and unemployment compensation insurance, liability insurance, OSHA or other safety rules and regulations, construction practices, environmental practices, wetland protection measures, vehicular safety and/or weight restrictions, refuse disposal practices, and notices to employees, whether or not such rules, regulations, statutes or ordinances are set forth or adopted by reference in the Submission Requirements herein. Pursuant to Laws of Minnesota 1995, Chapter 31, if CONTRACTOR shall fail to pay any subcontractor hired by CONTRACTOR under this project within 10 days after CONTRACTOR receives payment from CITY for work for which CONTRACTOR is liable to any subcontractor, CONTRACTOR shall be liable to the subcontractor for interest on the unpaid balance, at the rate of 1.5 per cent per month. Any subcontractor aggrieved by CONTRACTOR'S failure to remit payment to the subcontractor shall, for the purpose of enforcement, be considered a third-party beneficiary of this contract. However, nothing in this contract shall be deemed to impose upon CITY any duty to monitor, enforce or otherwise become involved in payments from CONTRACTOR to any subcontractor.

D. INDEMNIFICATION:

CONTRACTOR shall indemnify and save harmless CITY from any liability arising out of CONTRACTOR's failure to observe compliance with Paragraph E above, specifically including, without limitation, liability arising out of the improper disposal or storage of any hazardous waste by CONTRACTOR or any entity hired or used by CONTRACTOR for such disposal.

E. WARRANTY OF WORKMANSHIP AND TIMELY COMPLETION:

In addition to any warranty which might be a part of the Plans and Specifications/Proposal, CONTRACTOR warrants that all work completed in connection with the PROJECT shall be done in a workmanlike and timely manner in accord with applicable industry standards. Where materials are being furnished by CONTRACTOR, CONTRACTOR warrants that all materials will be of good quality and suited for the purpose for which they are intended.

F. COMPLIANCE WITH STATUTORY REQUIREMENTS:

1. Data Practices Compliance: CONTRACTOR may have access to data collected or maintained by the City to the extent necessary to perform CONTRACTOR'S obligations under this contract. CONTRACTOR agrees to maintain all data obtained from the CITY in the same manner as the CITY is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. CONTRACTOR will not release or disclose the contents of data classified as not public to any person except at the written direction of the CITY. CONTRACTOR agrees to defend and indemnify the CITY from any claim, liability, damage or loss asserted against the CITY as a result of CONTRACTOR'S failure to comply with the requirement of the Act or this contract. Upon termination of this contract, CONTRACTOR agrees to return data to the CITY, as requested by the CITY.
2. Worker's Compensation: CONTRACTOR shall, at the time of execution of this contract, furnish evidence satisfactory to the CITY that CONTRACTOR maintains or is exempt from maintaining Worker's Compensation coverage, pursuant to Minnesota Statutes Chapter 176.182.
3. Income Tax Withholding: Prior to the time of final payment of any amounts owing to CONTRACTOR under this agreement, CONTRACTOR shall furnish a copy of Form IC-134, certified by the Minnesota Department of Revenue, documenting that all withholding tax requirements have been observed by CONTRACTOR.
4. Audit: Pursuant to Minnesota Statutes Chapter 16C.05 (subd. 5), the books and records of CONTRACTOR which are relevant to the services being performed under this Contract shall be subject to inspection in accord with said statute, for a period of six years from the date of final payment hereunder.

G. NOTICES:

WHEREAS, any notice which is or should be required to be given to CONTRACTOR shall be sufficient if addressed as follows, and deposited, postage prepaid, in the regular United States Mail. Notice shall be deemed to have been received on the third business day following the postmark:

Sauter & Son's Excavating
6651 141st Ave NW, #3
Ramsey, MN 55303

H. TERMINATION:

Either party may terminate this agreement on 30 days written notice to the other.

I. PAYMENT:

WHEREAS, the City received a quote for \$23,500.00 from Sauter and Son's to complete the work described in this contract.

The CITY shall remit to CONTRACTOR the amounts billed for services assuming that CONTRACTOR has fully complied with all of the terms of this agreement, completing the project in a timely and compliant manner.

IN WITNESS WHEREOF, the parties have executed this Agreement the date above written.

CITY OF RAMSEY

Bob Ramsey, Mayor

Date

Kurt Ulrich, City Administrator

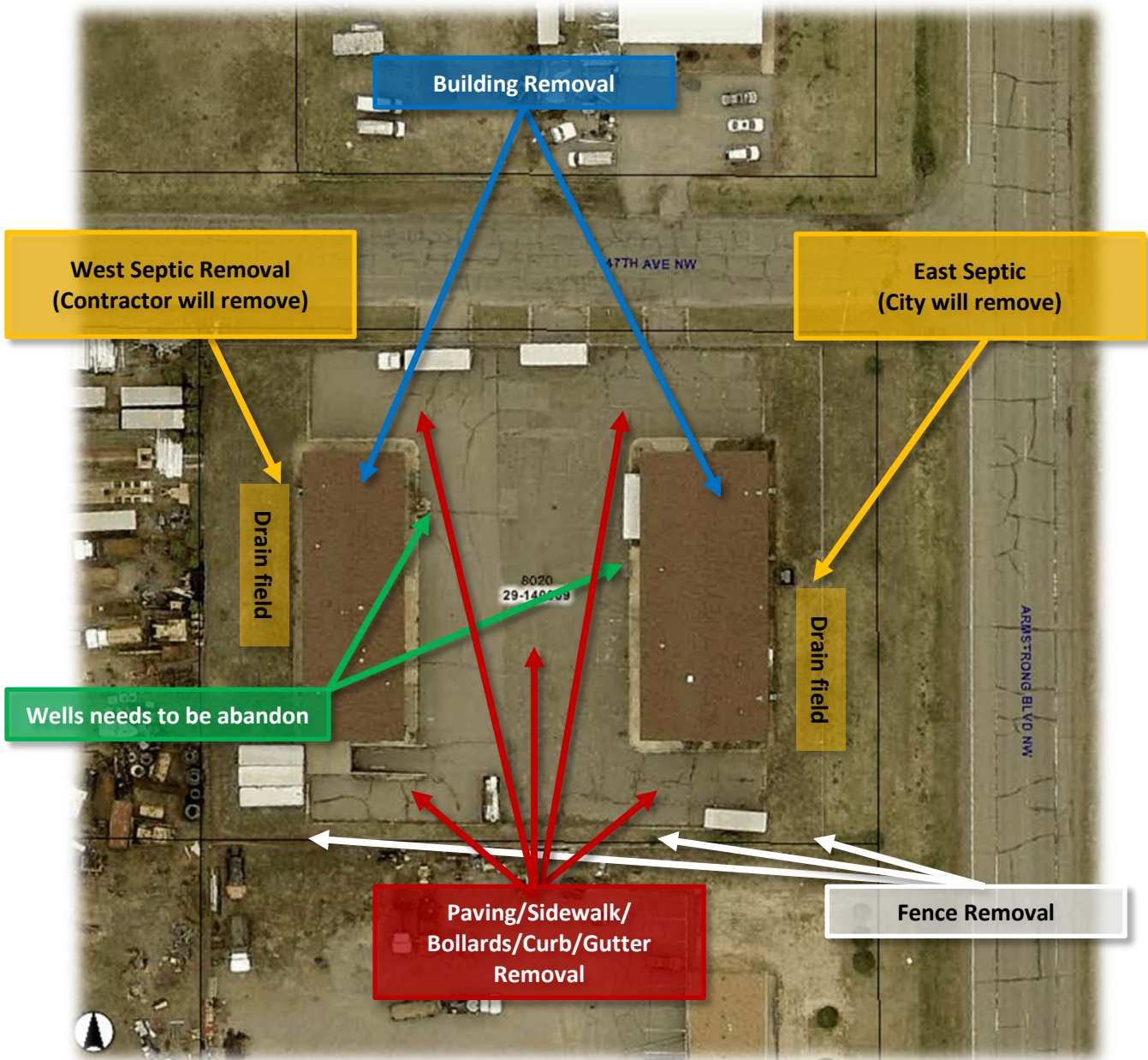
Date

CONTRACTOR

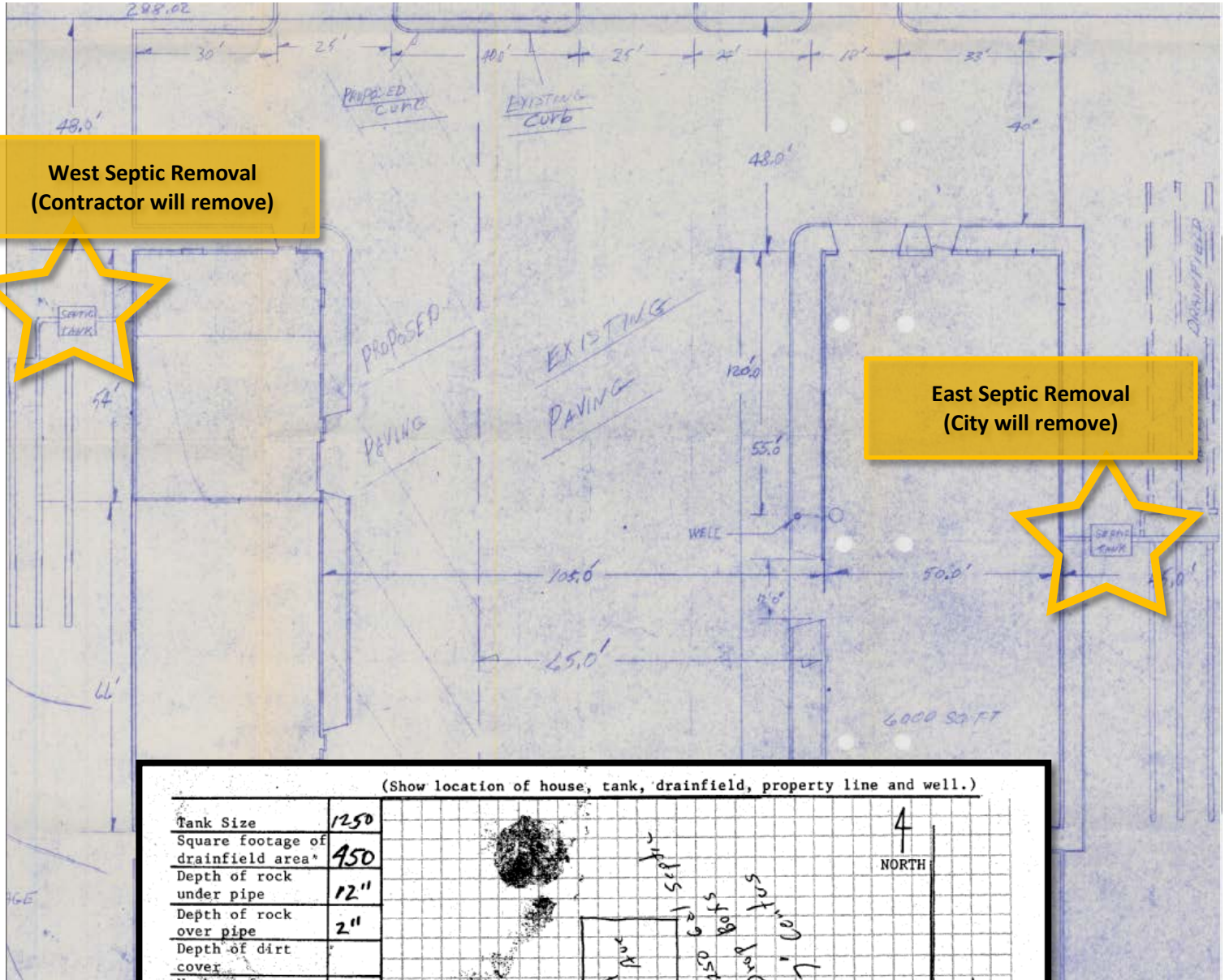
Tom Sauter, Sauter & Son's Excavating

Date

APPENDIX A
Reference Map: 8020 147th Ave Nw



APPENDIX B
8020 147TH AVE NW, Septic



**West Septic Removal
(Contractor will remove)**

**East Septic Removal
(City will remove)**

(Show location of house, tank, drainfield, property line and well.)

Tank Size	1250
Square footage of drainfield area*	450
Depth of rock under pipe	12"
Depth of rock over pipe	2"
Depth of dirt cover	
Number of bedrooms	
Water Table	
Sewer pipe	Plastic
House to tank	Cast
Outside lift	()
Ejector	()
Gravity	()
Permit fee	50 00
Surtax	.50
Total	50 50

Note: On ALL replacements and additions, tanks must be exposed for baffle inspection.

APPENDIX C
8020 147TH AVE NW, Well

Unique Number	Stratigraphy	County	Well Name	Township	Range	Dir	Section	Sub Sections	Depth (ft)	Use	Elevation (ft)	Depth Cased (ft)	SWL	Casing Diameter	Casing Material	Aquifer	Address
615612	Yes	Anoka	NORDVIK, DON	32	25	W	29	ADAABA	129	Industrial	874	120	18	4	Steel (black or low carbon)	Franconia	8024 147TH AV NW , RAMSEY

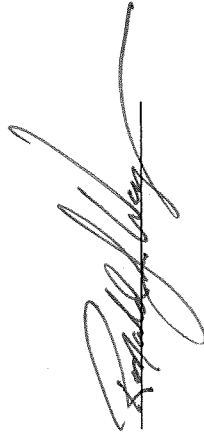
Minnesota Unique Well No. 615612		County Anoka	Quad Anoka	Quad ID 1208	MINNESOTA DEPARTMENT OF HEALTH WELL AND BORING RECORD Minnesota Statutes Chapter 103			Entry Date 07/14/1999	Update Date 12/08/2008	Received Date 01/11/1999
Well Name NORDVIK, DON					Well Depth 129 ft.	Depth Completed 129 ft.	Date Well Completed 11/03/1998			
Township Range Dir Section Subsections Elevation 32 25 W 29 ADAABA Elevation Method 7.5 minute topographic map (+/- 5 feet)					Drilling Method Non-specified Rotary					
Well Address 8024 147TH AV NW RAMSEY MN 55303					Drilling Fluid Bentonite	Well Hydrofractured? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No From Ft. to Ft.				
Geological Material SAND & GRAVEL CLAY & GRAVEL SAND & GRAVEL CLAY & GRAVEL SANDROCK					Use Industrial	Casing Type Steel (black or low carbon) Joint Threaded Drive Shoe? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No No Above/Below ft.				
Color BROWN	Hardness SOFT	From 0	To 17	Casing Diameter Weight Hole Diameter 4 in. to 120 ft. 11 lbs./ft. 8.5 in. to 30 ft.						
GRAY	SOFT	17	23	Open Hole from ft. to ft.						
GRAY	SOFT	23	50	Screen YES Make JOHNSON Type stainless steel						
BROWN	SOFT	50	110	Diameter Slot/Gauze Length Set Between 2 7 8 120 ft. and 129 ft.						
WHITE	SOFT	110	129	Static Water Level 18 ft. from Land surface Date Measured 11/03/1998						
PUMPING LEVEL (below land surface) ft. after 1 hrs. pumping 40 g.p.m.										
Well Head Completion Pitless adapter manufacturer MONITOR Model 8PL41UC1 <input type="checkbox"/> Casing Protection <input checked="" type="checkbox"/> 12 in. above grade <input type="checkbox"/> At-grade (Environmental Wells and Borings ONLY)										


NO REMARKS		Grouting Information Well Grouted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Located by: Minnesota Geological Survey Method: Digitization (Screen) - Map (1:24,000)		Grout Material: Cuttings from 30 to 120 ft. Grout Material: High solids bentonite from to 30 ft.	
Unique Number Verification: Address verification Input Date: 08/19/2008		Nearest Known Source of Contamination 50 feet W direction Septic tank/drain field_type	
System: UTM - NAD83, Zone 15, Meters X: 463008 Y: 5009409		Well disinfected upon completion? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		Pump <input type="checkbox"/> Not installed Date installed 11/05/1998 Manufacturer's name FLINT & WALLING Model number 4F10G05305 HP 0.5 Volts 230 Length of drop pipe 40 ft. Capacity 10 g.p.m. Type Submersible Material	
		Abandoned Wells Does property have any not in use and not sealed well(s)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		Variance Was a variance granted from the MDH for this well? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
First Bedrock Franconia Aquifer Franconia Last Strat. Franconia Depth to Bedrock 110 ft.		Well Contractor Certification Mark Well Co. 02658 THOMPSON S. License Business Name Lic. Or Reg. No. Name of Driller	
County Well Index Online Report		615612	Printed 8/15/2012 HE-01205-07

Quote
Bid Opening
 City Project #12-23
 SAP 199-107-009
 Nordvick Demolition

Tuesday, September 11, 2012
 1:00 PM

<u>Contractor</u>	<u>Bid</u>	<u>Alternate</u>	<u>Total</u>	<u>Bond</u>	<u>Addm</u>
SATEX & SONS	\$23,500 ⁰⁰	N/A	\$23,500	N/A	✓
RESMETAR	\$39,450 ⁰⁰	N/A	\$39,450	N/A	
DRYDEN & SONS	\$47,995 ⁰⁰	N/A	\$47,995	N/A	✓

Opened 

Attest 

**Dryden Excavating, Inc
6700 Viking Blvd NW
Anoka, MN 55303
Phone 763-753-7784
Fax 763-753-3247**

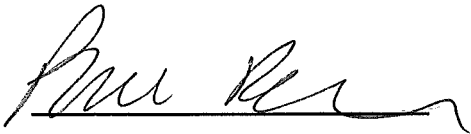
Date: 9/11/2012

To: City of Ramsey Engineering Dept

Project: 8020 147th Ave NW – Ramsey MN

Improvements, Demo and Removal-----\$47,995.00

****As per request dated 8/23/2012 including Add #1 dated 9/10/2012****



Randy Dryden

Dryden Excavating, Inc



Sauter & Sons, Inc.

Excavating & Grading

6651 141st Ave. NW, Ramsey, MN 55303 • Phone (763) 421-7919 FAX (763) 421-0797

September 11, 2012

City of Ramsey

BID PROPOSAL

RE: 8020 147th Ave NW Ramsey MN

Bid Includes:

1. Removal of 2 Existing Structures
2. Remove all Existing Concrete, curb/gutter, sidewalk, bollards & pavement
3. Remove shipping dock including the retaining wall & platform
4. Remove fencing on south side of property, accessory structure & debris
5. Remove all known underground water pipes. electrical wire, gas lines & irrigation pipes. Schedule Gas & electric disconnects & removal of infrastructure to the property line
6. Remove all air condition units
7. Remove existing septic tank & drain field
8. Abandon 2 wells
9. Grade site to allow proper drainage
10. Seed site with seed mix recommended by landscaper & place straw mulch
11. Attain required permits including demotion permit & NPDES

Bid does not Include:

1. Winter Conditions
2. Soil Testing or Correction
3. Hazardous Waste Removal
4. Asbestos Testing or Removal

TOTAL BID

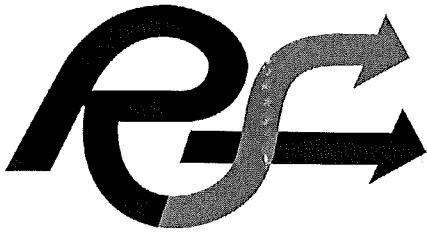
\$ 23,500⁰⁰*

Bid is valid for 30 days. If you should have any questions concerning this bid, I can be reached at the above number.

Sincerely,

Thomas Sauter
President

*Addendum # 1 has
been acknowledged.*



Reshetar Systems, Inc.
 730 Bunker Lake Boulevard Northwest
 Anoka, MN 55303
 763.421.1152 Fax 763.421.1153

PROPOSAL

DATE: 11-Sep-12

PROPOSAL NUMBER: 12-5463

TO: CITY OF RAMSEY (Public Works)
 ATTN: Mary Jo Warner

PROJECT: DEMO 8020 147TH AVE

PLAN DATE: NA
 ADDENDA: 1

Labor and equipment to remove buildings as per bid documents.
 Labor and equipment to remove parking lot and misc. per bid documents.
 Utilities will be removed by Energy providers and may take up to 10 business days.
 Bid includes capping of wells but if Department of Health requires the wells to be Perforation of one or both this would be done on a T&M basis according to the states specs

Note Any correction of contaminated soil or removal of hazardous materials would be at additional cost

TOTAL \$ 39,450.00

Josh Holmstrom

This proposal may be withdrawn if not accepted within 14 days.

Josh Holmstrom

Direct (763) 286-8625

All materials to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, theft, and other necessary insurance. Our workers are fully covered by Worker's Comp. Insurance.

ACCEPTANCE OF PROPOSAL

The work described above is approved and payments are to be received within thirty days of invoice.

_____ Date of acceptance

 Signed

 Signed

ADDENDUM 1

For site demolition at 8020 147th Ave NW Ramsey, MN.

The purpose of this addendum is to clarify and/or revise the request for quotes dated August 23, 2012 for the above referenced project.

The following items have been revised/clarified:

1. Contractor shall seed the site with a seed mix as recommended by the landscaper and place straw mulch (dormant seeding)

Clarification: Contractor shall determine appropriate seed mix necessary to establish turf in the disturbed areas, the City will not dictate a specific seed mix. Contractor is not required to import topsoil.

2. Upon awarding the said project, the property owner (City of Ramsey) reserves the right to remove fixtures and equipment from the subject property, including buildings, for up to twenty days (October 16, 2012).

Clarification: The City only intends to remove one garage door, including the opener and motor (north side of east building). The City also has an agreement with a third party allowing them an opportunity to remove fixtures or other equipment. The Contractor shall prepare his quote under the assumption that no additional items will be removed or salvaged from said property. If the scope changes, it will be necessary for the City to negotiate with the contractor.

END OF ADDENDUM 1

Name _____ Date _____

Determan Environmental Services

1241 72nd Avenue NE
Minneapolis, MN 55432-3510
Phone # 763-502-9750

Invoice

*Oil Tank
Pumping*

*Mife McRavel
Witnessed the Emergent
PB 1/3/2013*

Date	Invoice #
11/27/2012	1058

Bill To
SAUTER & SONS 6651 141ST AVE NW Ramsey, MN 55303

Job site: street address		P.O. No.	Terms	Job
Banker Lake & Armstrong			Net 30	1058
Description	Quantity	Rate		Amount
Vac out flam trap and dispose of at Determans				
Water - per gallon	275	1.00		275.00
Hourly labor rate	3.5	105.00		367.50
Total				\$642.50
Payments/Credits				\$0.00
Balance Due				\$642.50

RECEIVED
DEC 11 2012

Please send payment to 1241 72nd Ave NE

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

RESOLUTION #13-02-040

**RESOLUTION APPROVING PARTIAL PAYMENT TO SAUTER & SONS, INC
NORDVICK PROPERTY DEMOLITION, 8020 147 AVE NW**

WHEREAS, on September 11, 2012 the Ramsey City Council accepted a scope of work and authorized the solicitation of proposals; and

WHEREAS, Sauter & Sons, INC. is the lowest responsible bidder and was awarded a contract for services on October 15, 2013, at a price of \$23,500; and

WHEREAS, as of February 8, 2013, Sauter & Sons, INC has not established turf on project site as agreed in the original contract; and

WHEREAS, City Management Analyst recommends partial payment of the original contract in the amount of \$21,150; and

WHEREAS, as of February 5, 2013, Sauter & Sons, INC submitted a change order number one (1) in the amount of \$2,400 for the removal of an oil-water separator tank; and

WHEREAS, City Management Analyst recommends full payment of change order number one (1) in the amount of \$2,400; and

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

- 1) That the City Council hereby authorizes partial payment to Sauter & Sons, INC. for the Nordvick Property Demolition; 8020 147th Avenue Northwest, Ramsey, MN 55303 in the amount of \$23,550.
- 2) That the City Council hereby accepts the project and authorizes the Mayor or City Administrator to sign the release form for this payment.
- 3) That the City of Ramsey Finance Department will be provided a signed copy of this resolution.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember XXXX 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 28th day of February, 2013.

Mayor Sarah Strommen

ATTEST:

City Clerk

Pay Estimate Summary Sheet

February 8, 2013

Economic Development Authority
 City of Ramsey
 7550 Sunwood Drive
 Ramsey, MN 55303

RE: Nordvick Demolition Project
 Contractor: Sauter & Sons
 Contract Amount: \$23,500
 Award Date: May 8, 2012

The following work has been completed on the above-referenced project by Sauter & Sons

Schedule "A"

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	REMOVE BUILDINGS, SITE CLEAN UP	1	\$23,500.00	\$ 23,500.00	1	\$ 23,500.00
Total Bid Schedule "A"				\$ 23,500.00		\$ 23,500.00

Change Order No. 1

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	CONTRACT UNIT PRICE	CONTRACT AMOUNT	USED TO DATE	EXTENSION
1	REMOVE OIL SEPERATION TANK	1	\$2,400.00	\$ 2,400.00	1	\$ 2,400.00
Total Change Order No. 1				\$ 2,400.00		\$ 2,400.00

SUMMARY OF WORK COMPLETED TO DATE

Bid Schedule "A"	\$ 23,500.00	\$ 23,500.00
Change Order No. 1	\$ 2,400.00	\$ 2,400.00
TOTAL	\$ 25,900.00	\$ 25,900.00

RECOMMENDED PAYMENT

Bid Schedule "A"	\$ 23,500.00
LESS 10% RETAINAGE: (varify established turf in the Spring of 2013)	\$ (2,350.00)
Change Order No. 1	\$ 2,400.00
PAYMENT:	\$ 23,550.00

APPROVALS:

CONTRACTOR: SAUTER & SONS

Certification by Contractor: I certify that all items and amounts are correct for the work completed to date.

Signed: _____

Title: _____ Date _____

OWNER: CITY OF RAMSEY

Certification by City of Ramsey: We recommend payment for work and quantities as shown.

Signed: _____

Title: _____ Date _____

CC Regular Session

4. 13.

Meeting Date: 02/26/2013

By: Mark Riverblood, Engineering/Public Works

Information

Title:

Adopt Municipal Center Facility Use & Rental Policy

Background:

At the regular Personnel Committee meeting on Tuesday, January 22, 2013, the Committee discussed hiring a part-time building maintenance worker for a myriad of tasks and coverage at the Municipal Center. Discussion relating to the need for the position was identified as driven in large part by public demand for meeting space within City Hall. The consensus of the Committee was to table the case until more information was brought back to the next Personal Committee meeting with information relating to existing revenue generated by meeting room rental - as well as proposals for better alignment between the real cost of providing the public rooms, with the cost of maintenance.

At the regular Personnel Committee meeting on February 12th, 2013 the Committee reviewed Staff recommended changes to the Municipal Center policies and associated adjustments to meeting room rental fees - finding that the increases (and reductions), 'closed the gap' in funding for the part-time building maintenance position.

Notification:

Staff is completing the process of updating several facility use policies with attendant rental rates; with the park and tournament policies having been approved by City Council on February 12th, 2013.

Pursuant to the Personnel Committee's direction, Staff has revised the proposed rate schedule for meeting rooms at the Municipal Center concurrent with the general facility use policy revisions. Attached is Staff's recommended 'MUNICIPAL CENTER FACILITY USE & RENTAL POLICY'. The rental rate schedule has been modified considerably to provide more options in matching users with logical room rental rates.

Additionally, there would be a 'new' Minimum Maintenance Fee proposed for those users whose room rental is waived (non-profits and business networking groups). Further, general resident meeting room rates are proposed to be lower. Lastly, the schedule also lists new fees; a one-time Audio Visual charge if requested by the users, and an After Hours/Weekend rate.

Observations:

The table representing the above proposed changes is on page 3 of the attachment, with 'after hours' clarified in the paragraph below it.

A part of the review of the policy and room rental rates was to generally update the policy; and also to match the demand for the proposed part-time maintenance position with the associated funding for the replacement position. However, perhaps equally important, the proposed new rental rates and charges more accurately reflect the true cost of serving the public for City Hall's rooms for rent.

Recommendation:

Staff is recommending City Council adopt the proposed facility use policy and room rental rate changes; and accordingly, would recommend that future revenue from meeting room rental be considered as a funding source for the part-time building maintenance position.

Funding Source:

This case does not require funding, but rather identifies future funding for the case on the City Council's agenda authorizing the hiring of Jeff Strelow as a part-time building maintenance worker. Please see Management Analyst Patrick Brama's revenue projections (attachment #4) for the rental rates' impact if/when adopted by City Council - the summary of which is as follows:

Adding a minimum maintenance fee for non-profits and business networking groups of \$5 nets an estimated \$3,156 each year. Adding an audio visual (technical and set up) fee for those users requesting it nets an estimated \$576 annually.

The above estimates are somewhat conservative, and the after hours rates are not included in the annual revenue forecast below.

Using these numbers, and assuming that room rentals (for paying individuals and entities) are the same for future years as 2012, Staff estimates the total meeting room revenue for the Municipal Center to be a minimum of \$6,732 annually, (or as high as \$7,521, excluding after hours fees), when approved by City Council.

Council Action:

Motion to adopt the attached MUNICIPAL CENTER FACILITY USE & RENTAL POLICY .

Attachments

Municipal Center Facility Use and Rental Policy

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	02/20/2013 12:52 PM
Kurt Ulrich	Kurt Ulrich	02/21/2013 08:34 AM
Form Started By: Mark Riverblood		Started On: 02/20/2013 11:08 AM
	Final Approval Date: 02/21/2013	

CITY OF RAMSEY
MUNICIPAL CENTER FACILITY USE & RENTAL POLICY

A. BACKGROUND:

The City of Ramsey owns and operates the Ramsey Municipal Center. The Municipal Center is located at 7550 Sunwood Dr. NW: Ramsey, MN 55303. The Municipal Center contains five (5) conference rooms available for use by the public or outside organizations.

Available rooms include: Alexander Ramsey, Lake Itasca, Mississippi River, Rum River and Trott Brook.

B. PURPOSE:

This policy establishes rules, regulations, definitions and a fee schedule that shall guide the use of available conference rooms located within the Ramsey Municipal Center.

C. ELIGIBLE USERS:

Eligible users are broken down into 4 groups (a) non-profit organizations, (b) for-profit organizations, (c) general public and, (d) Business networking groups.

- a. **Non-profit** organizations are charitable, governmental, or tax-exempt organizations that are formed for the purpose of fulfilling a mission to improve the common good of society rather than to acquire and distribute profits. Examples of non-profit and governmental organizations include (but are not limited to): youth organizations, 4-H, Lions Clubs, Rotary Clubs, beyond the yellow ribbon, religious institutions, government institutions, educational institutions, senior citizen clubs, etc. Proof of non-profit status is required.

Free community seminars on products or services a business sells shall not constitute non-profit status for renting rooms in the Ramsey Municipal Center. For example, free insurance educational training from an insurance firm. These types of businesses shall be considered for-profit. The physical sale or transaction of goods or services is not allowed within the Municipal Center.

- b. **For-profit** organization. These organizations include attaining a profit as part of their mission. Ramsey businesses shall receive lower room rates than non-Ramsey businesses. Said businesses must have completed their Business Registration Certificate (BRC) with the City of Ramsey for the current year to be eligible. All businesses shall be registered with the Minnesota State Department.

For-profit organizations can have a nonprofit meeting; and therefore would not have to pay for-profit fees. Examples of these meetings include a for-profit organization sponsoring a blood drive, a food donation event, cancer fundraiser, etc. The physical sale or transaction of goods or services is not allowed within the Municipal Center.

- c. **Business networking groups** hold meetings with the intent of developing and attaining business leads to increase their market presence. The business applying for a room must be a Ramsey Business. Said businesses must have completed their Business Registration Certificate (BRC) with the City of Ramsey for the current year to be eligible. All businesses shall be registered with the Minnesota State Department.

At least half of all participating businesses must be Ramsey businesses. A minimum of four (4) businesses must be present to constitute a business networking meeting. The physical sale or transaction of goods or services is not allowed within the Municipal Center.

- d. **General public** is anyone who does not fall under the non-profit, for-profit and business networking groups. The physical sale or transaction of goods or services is not allowed within the Municipal Center.

In cases where it is not clear whether a group or organization merits a certain status, the City of Ramsey personnel shall make a determination. Proof of non-profit status, business registration, driver's license and/or additional information may be requested to assist in this determination.

D. APPLICATION:

Applications for nonprofit, for-profit organizations, general public and business networking groups must be filled out and submitted a minimum of (5) five days prior to the proposed date of rental. Reservations may be made no more than one (1) year in advance with the exception of annual lease agreements.

The permit to utilize a room within the Municipal Center is valid only for the date, time and person specified in an approved application.

E. AVAILABLE ROOMS:

The following facilities may be available for rent:
(Maximum capacity in parenthesis)

Alexander Ramsey Room (100)
Lake Itasca Room (55)
Mississippi River Room (10)

Rum River Room (10)
Trott Brook Room (10)

F. PRIORITY OF USE:

The need to conduct City business takes precedence over any reservation, paid or unpaid. Paid reservations will be rescheduled if possible or refunded if City business replaces said reservation. All remaining reservations will be first come first serve with a completed application.

G. FEES AND DEPOSITS:

(See table on next page)

**RAMSEY MUNICIPAL CENTER
CONFERENCE ROOM RENTAL RATES (dollars)**

	Non Profit	For Profit		Business Networking Groups	General Public	
		Resident	Non Resident		Resident	Non Resident
STANDARD ROOM FEES						
Alexander Ramsey Room	-	100	125	-	50	125
Lake Itasca Room	-	75	100	-	30	100
Trott Brook, Rum River, Miss.	-	50	75	-	20	75
MINIMUM MAINTENANCE FEE						
Alexander Ramsey Room	5	-	-	20	-	-
Lake Itasca	5	-	-	15	-	-
Trott Brook, Rum River, Miss.	5	-	-	10	-	-
ADDITIONAL FEES						
Audio Visual Fee (as requested)	5	15	15	15	10	15
After Hours/Weekend Hourly Rate	54	54	54	54	54	54
Deposit (every user, every room)	100	100	100	100	100	100

In order to meet the coordination, facilitation, and maintenance costs which result from continued use of the Municipal Center the above fee schedule has been developed.

After-hour/weekend hourly rate

The after hour fee is charged only when the Municipal center is rented out after regular hours. Regular hours are Monday-Thursday: 7:00 a.m.-9:30 p.m. and Friday: 7:00 a.m.-4:30 p.m.

Audio/visual equipment use fee

A staff member must be present whenever City owned audio and visual equipment is unlocked. Projection screens are provided in most conference rooms at no cost to the user. Two (2) days' notice must be given prior to the event for use of City owned audio and visual equipment.

\$3.00/pot/Coffee Service

Coffee service available in the Alexander Ramsey Room and Lake Itasca Room. The fee for use is set annually by City Council resolution. Coffee must be purchased from the City for use in the coffee service.

Outside percolators, coffee pots, or similar equipment may not be brought in for use in the Alexander Ramsey Room or Lake Itasca Room. No storage of equipment is allowed in the Alexander Ramsey Room or Lake Itasca Room kitchen by outside groups.

Deposit

Deposit will be returned upon satisfactory inspection after the event.

Refundable damage deposit fees will be charged to all groups using the facilities. Damage deposit payments are not held, they are deposited and a check from the City is

issued at the time of the refund. This deposit will be returned upon satisfactory inspection after the event.

Groups entering into one year lease or renting a facility for more than one event can roll the damage deposit forward until termination of the lease or the end of the scheduled events. This deposit will be reviewed and adjusted periodically by Council resolution.

It is the responsibility of the group utilizing the facility to set up tables and chairs as desired, clean up the area used, and turn off all lights before leaving the facility. The need for additional cleaning or other maintenance could result in the City's retention of all or a part of the damage deposit.

H. HOURS AND DAYS OF USE:

The Ramsey Municipal Center is available for use by the public Monday-Thursday and Friday during City office hours only. The Ramsey Municipal Center is available for use during the following times:

Monday-Thursday: 7:00 a.m.-9:30 p.m.

Friday: 7:00 a.m.-4:30 p.m.

Conference rooms are not available when the Municipal Center is closed in observance of the following holidays:

New Year's Day, Martin Luther King, Jr., President's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, (and the day after Thanksgiving Day), Christmas Eve and Christmas Day.

An hourly fee will be charged to groups using the facility after hours and weekends or beyond the allotted times listed above. After hour and weekend use will be approved at the discretion of the Building Maintenance Supervisor; and must be approved in advance of fourteen (14) days prior to event. For more information please contact the Building Maintenance Supervisor.

I. CANCELLATION:

There will be no refunds due to inclement weather. However, full refunds will be available for cancellations made at least two working days (Mon-Fri) prior to the scheduled event. No refunds will be issued if cancellation is not made at least two working days prior to the event.

J. CLEAN-UP AFTER USE

General clean-up of the facility is the responsibility of the applicant. If any item such as confetti is thrown in a conference room, your group is responsible for cleaning up said material. All trash and recycling should be thrown away in the correct bins. Additionally, if a conference room is not cleaned up, the cost the City incurs will be assessed to applicant from their deposit.

K. USE OF FURNITURE AND EQUIPMENT:

Chairs and tables may be moved within the room in which they are located, but not moved from room to room. Conference tables **must not be moved**, with the exception of the tables in the Alexander Ramsey Room. Please do not lock the tables in place. City staff will not perform room set-up duties for outside users of the facility. All furniture and equipment should be used for its intended purpose. If some furniture is in use prior to and during the event, it may not be used at the event (e.g., a table holding a display or appliance may not be used for some other purpose.)

L. FOOD AND BEVERAGES:

Food and beverages may only be served and/or consumed in the Alexander Ramsey Room and the Lake Itasca Room. Food and beverages may not be consumed in the remaining Municipal Center Conference Rooms. (Mississippi River Room, Rum River Room, and Trott Brook Room).

Coffee service is available in the Alexander Ramsey Room and Lake Itasca Room. The fee for use is set annually by City Council resolution. Coffee must be purchased from the City for use in the coffee service. Outside percolators, coffee pots, or similar equipment may not be brought in for use in the Alexander Ramsey Room or Lake Itasca Room. No storage of equipment is allowed in the Alexander Ramsey Room or Lake Itasca Room kitchen by outside groups.

M. CHILDREN:

Children need to be supervised at all times by an adult and never left alone outside of conference rooms. Children need to be inside conference rooms with applicant. No one should be able to hear your meeting in the hallways.

N. ARTS AND CRAFTS:

No glue or hot glue guns are allowed in Municipal Center conference rooms.

O. POSTERS:

You may hang posters around the Municipal Center the day of the event for directional purposes. This must be coordinated with the building maintenance supervisor and blue painters tape must be used.

P. SMOKING:

All municipal facilities are public buildings and are smoke free. Smoking is not permitted in any City facility or on the Municipal Center Campus or Municipal Parking Facility.

Q. PETS AND ANIMALS:

No pets or animals are allowed into the Municipal Center or conference rooms. Animals will only be allowed if needed for a health reason.

R. STORAGE:

The Municipal Center is not to be used for storage of equipment or supplies. Items, equipment and supplies must be removed after each meeting.

S. ALCOHOL OR CONTROLLED SUBSTANCES:

Except by permit or license, no person shall consume intoxicating liquor or 3.2 percent malt liquor in a public park, on any public street, sidewalk, parking lot or alley, or in any public place other than on the premises of an establishment licensed under chapter 6 or where the consumption and display of liquor is lawfully permitted. The selling and consumption of alcoholic beverages may be allowed on the premises if a special events permit is obtained and approved by City Council. For more information please contact our City Clerk.

T. FIREARMS:

All firearms need to be pre-approved with this permit before they will be allowed on the premises. For more information please contact the Police Department.

U. SEVERE WEATHER/EMERGENCY:

In the event of an emergency and severe weather, building maintenance staff has the authority to suspend all activity within the facility and evacuate all individuals to the nearest emergency shelter. Police Department Locker Rooms shall serve as the Emergency Shelter for the Municipal Center.

V. USE OF CANDLES AND OPEN FLAME:

Candles may not be used without the prior approval of the City's Fire Marshall. There is no open flame allowed in the Municipal Center. For more information please contact the Fire Marshall.

W. LIABILITY FOR DAMAGE:

Users of conference rooms as an individual and as a group are liable for any damage to public or private property or injury to any person resulting from the use or presence at the facilities. If damage is found, the group will forfeit the deposit and pay the cost of all damages and repairs needed. A conviction of vandalism can result in up to a \$1000 fine and/or 90 days in jail.

X. SPECIAL EVENTS PERMITS:

Please note that a special event permit will be required for all events where alcohol is sold or consumed, and/or there will be amplified music. The application must be submitted a minimum of 30 days prior to the event requested. Please allow sufficient time for processing of the permit, as a special event permit must appear before the City Council. For more information please contact our City Clerk.

*This facility Use and Rental Policy was adopted by Ramsey City Council on September 27, 1994 amended on May 27, 2003, amended November 14, 2006, amended January 23, 2007, amended May 22, 2007, amended July 27, 2010.

Meeting Date: 02/26/2013

Submitted For: Patrick Brama

By: Patrick Brama, Administrative Services

Information

Title:

Introduce Ordinance #2013-06 Authorizing the City of Ramsey to Sell/Convey Surplus Land (Windsorwood Property)

Background:

As part of the Council's 2011 and 2012 strategic planning process, developing an inventory of surplus City owned land was identified as a priority. A parcel located at 178th Ave and Vicuna St, known as the Windsorwood property, was identified as surplus City owned land ("Subject Property"). With Council direction, Staff worked with nearby property owners to negotiate a sale of the Subject Property.

PURPOSE OF CASE: introduce an ordinance to sell the Subject Property.

CASE HISTORY: this case was originally reviewed by the City Council on December 8, 2013. At which time, the original offer from Mr. Pomroy was rejected by the City and a counter offer was made (90% of appraised value). On February 12, 2013 the City Council reviewed a second offer from Mr. Pomroy. The Council agreed to Mr. Pomroy's second offer by consensus and directed Staff to move forward with the transaction. Subsequent to this case, Staff will bring back a case to adopt the attached ordinance and approve a purchase agreement with Mr. Pomroy.

Notification:

NA

Observations/Alternatives:

The Subject Property was brought before the Council a number of times in 2012 and it was rezoned R1 Residential in October. Staff worked with nearby property owners to gauge interest in their purchase of the Subject Property. Interest in it was expressed by three nearby property owners. At an October Council work session, Staff was directed to give nearby property owners the "first chance" to purchase the Subject Property.

The County values the Subject Property at \$50,000. A private appraisal of the Subject Property came in at \$49,000. Mr. Pomroy's second offer is \$42,000.

Attached to this case is all correspondence between the City and nearby property owners, a property profile, adopted ordinance to rezone the Subject Property, two written offers from Mr. Pomroy, findings of fact, private appraisal and Policy for the Disposition of City Owned Land.

Recommendation:

Introduce Ordinance #13-06 AUTHORIZING THE CITY OF RAMSEY TO SELL/CONVEY SURPLUS LAND

Funding Source:

NA

Council Action:

Introduce Ordinance #13-06 AUTHORIZING THE CITY OF RAMSEY TO SELL/CONVEY SURPLUS LAND

Attachments

Property Profile

Disposition Policy

Findings (Windsorwood)

Rezoning Ordinance

Appraisal (49K)

Notification Letter 1

Notification Letter 2

Notification Letter 3

Notification Letter 4

Notification Letter 5

Notification Letter 6

Notification Letter 7

Notification Letter 8

Written Offer 2 (public ver)

Written Offer

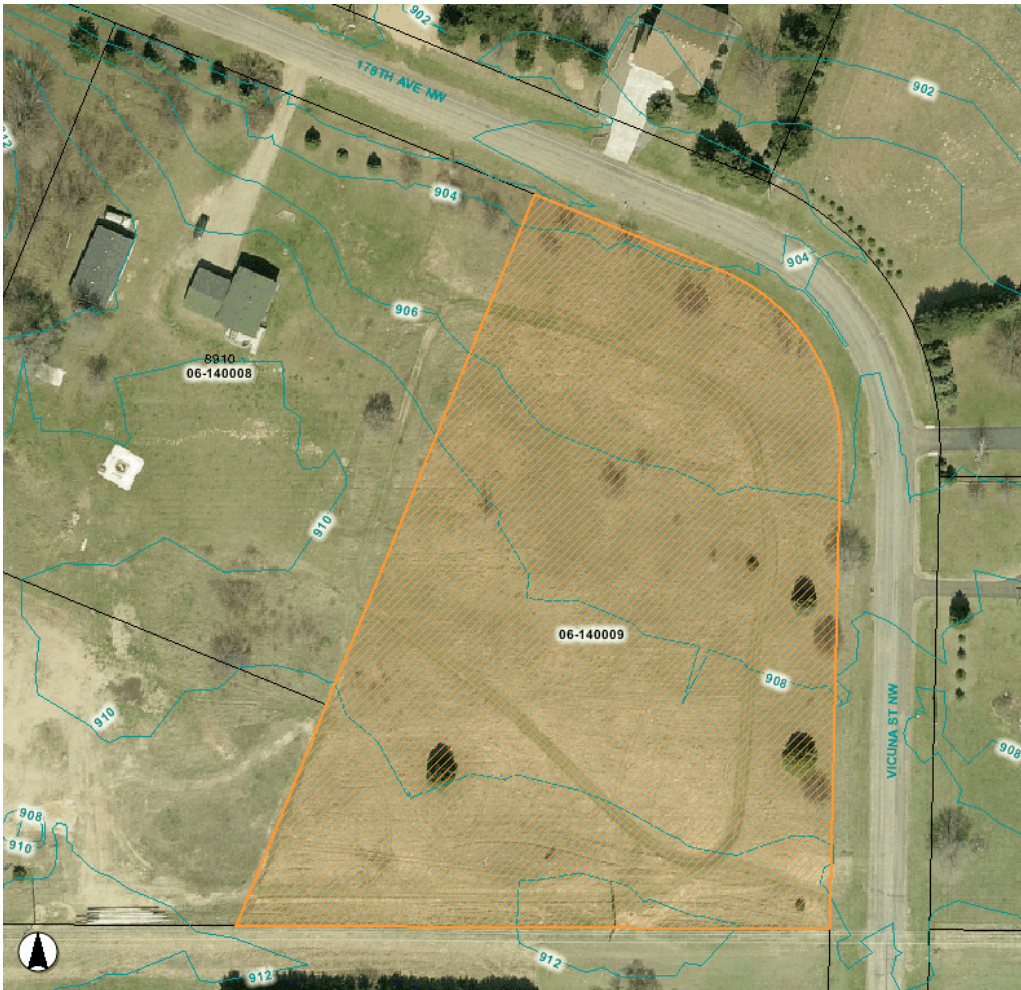
ORDINANCE 13 06 AUTHORIZING THE CITY OF RAMSEY TO SELL SURPLUS LAND

Form Review

Inbox	Reviewed By	Date
Bill Goodrich	Bill Goodrich	02/20/2013 05:50 PM
Kurt Ulrich	Kurt Ulrich	02/21/2013 08:08 AM
Form Started By: Patrick Brama		Started On: 02/19/2013
	Final Approval Date: 02/21/2013	

PROPERTY PROFILE: CITY OF RAMSEY

NUMBER: 34
ADDRESS: NA
PID: 063225140009
LEGAL: NA
ACRES: 3.10
VALUATION: 51,300
ZONING: Public/Quasi-Public
MUSA: No
GIS IMAGE:



- DESCRIPTION:** The subject property is located on the south side of 176th Avenue and the west side of Vicuna Street. The property is zoned public/quasi-public and is surrounded by residential. This property is dry, high and buildable. Based on the GIS image above, it looks as though this parcel is being used by neighboring property owners.
- WETLAND:** This property is not adjacent to wetlands so banking is not a feasible use. It does not collect storm water from the neighborhood.
- MAINTENANCE:** There are no maintenance costs.
- OWNER & ENCUMBRANCE:** This property is unrestricted and can be sold.
- DISPOSITION:** The subject property was acquired in October of 1989. This is not a dedicated park. This property has free and clear title and is ready to be sold. If the council desires to dispose of this parcel, staff should rezone and list the property.

USAGE:

Property appears to largely be unused, there are some four wheeler tracks. It is assumed the adjacent property owners to the west may occasionally use this property.

PUBLIC INPUT:

Staff has received interest for purchasing this parcel from both properties owners located directly west of the subject property. Both property owners don't want this piece of land developed. No further public input was received.

PROPERTY IMAGES:



COUNCIL DIRECTION:

- Direct Staff to move forward with selling Windsorwood (06-32-25-14-009).
- Select a method of sale (i.e. for sale by owner, auction, listing with a realtor).
- Consider a request by the two neighboring property owners to allow a first right to purchase the property. A time limit for negotiations should be set.

POLICY FOR THE DISPOSITION OF SURPLUS CITY OWNED LAND

City of Ramsey, Minnesota

SECTION I: PURPOSE

- To maximize public benefit and efficient management of City-owned land by considering disposition of lands that are underutilized and/or unneeded for City functions.
- To establish disposition decision criteria and a disposition process.

SECTION II: POLICY STATEMENT

It is the policy of the City of Ramsey to periodically review and inventory City-owned land to identify parcels that are underutilized and/or unneeded for current or anticipated City functions. It also is the policy of the City of Ramsey to consider disposition of lands identified through this inventory according to established criteria and procedure.

SECTION III: PUBLIC BENEFIT

The disposition of underutilized City-owned properties has a number of benefits to the community:

- (1) Reduced City property maintenance costs
- (2) Reduced City liability
- (3) Increased base of taxable parcels
- (4) Reduction of surplus parcels unneeded by the City
- (5) Reduced City resources needed for management of City owned parcels
- (6) Reallocation of parcels to fit in line with long term City needs and goals

SECTION IV: DETERMINATION OF INVENTORY

City Council determines sites potentially available for disposition by means of a City owned land inventory developed by City staff. Upon direction from the City Council, staff shall develop an inventory of City owned land and determine an inventory of properties available for disposition by using the criteria outlined below. If a potential site does not meet the criteria, it shall be deemed potentially available for disposition.

The City shall consider the disposition of real estate if the subject property *does not* meet one of the following potential uses.

POTENTIAL USE CRITERIA

- (1) Economic development purposes; including removal of blighted properties and enhancing the City's tax base
- (2) Public works and maintenance facilities, staging and storage areas
- (3) Public safety facilities, staging and storage areas
- (4) Administrative service facilities
- (5) Public Right of Way; including roads, railroads and airports

- (6) Drainage, wetland and utility easements
- (7) Enhancement of housing stock; including redevelopment purposes
- (8) Public parks, trails and open space

Consideration for the disposition of real estate by the City shall be given based on the *compliance and consistency* with the criteria outlined below.

COMPLIANCE CRITERIA

- (9) City Comprehensive plan
- (10) City Comprehensive water and sewer plans
- (11) City Master parks and trails plan
- (12) City Transportation plan
- (13) Relevant City boards and commissions review
- (14) City Ordinances, Sec. 117-614. - Subdivision Design Standards

POLICY STATEMENT CRITERIA

- (15) The demand for public parks is shifting away from small neighborhood pocket parks to larger regional community parks. The cost to maintain a large number of small neighborhood pocket parks can be greater than the cost to maintain a small number of regional community parks. As such, the City will consider the consolidation of underutilized pocket parks in favor of larger regional parks.
- (16) The City shall not acquire real estate if there is no foreseeable current or future need for the property.

SECTION V: DISPOSITION DECISION CRITERIA

After a property is deemed unneeded and/or underutilized by the City, as outlined in section IV, consideration for disposition will be given by the City Council based on the decision criteria outlined below. This information will be presented to the Council in a findings-of-fact document.

- (1) Public input and feedback regarding a potential disposition
- (2) Maintenance costs
- (3) Title restrictions
- (4) Ability to develop
- (5) Stormwater and drainage limitations
- (6) Proposed future zoning
- (7) Utilities availability
- (8) Long term City needs and plans
- (9) Assessed value
- (10) Method to market and sell property
- (11) Cost to market and sell property

For properties that are legally dedicated, the City will consider the criteria below in addition to the previously stated list:

- (12) Legal costs, quiet title action
- (13) Legal costs, removal of legal dedication from title

The disposition decision criteria listed above, 1-13, will be reported in a findings-of-fact document for each property before it is brought forward to Council for consideration.

SECTION VI: PROCESS

As the City investigates the potential disposition of City owned lands, the process below shall be followed.

STEP 1

NOTIFY PUBLIC (A):

Notify affected property owners of a potential disposition; and, invite interested property owners to attend the next Mayor's Town Hall Meeting.

The purpose of this meeting is to gather, and document, public input on a potential disposition.

Mail notification will be given to property owners within 350' of the subject property 14 days before said meeting.

FINDINGS OF FACT (B):

Staff will create a draft findings-of-fact document to be brought forward to the Council in a worksession meeting. The findings-of-fact document will contain the decision criteria outlined in Section II of this policy.

At the meeting, Council will review the findings-of-fact document and consider moving forward to step two of this process.

Mail notification will be given to property owners within 350' of the subject property 14 days before said meeting.

STEP 2:

ORDINANCE:

An ordinance shall be passed to declare the intentions of the council. The City should not move forward with listing or rezoning properties until an ordinance is passed.

Adopting an ordinance allows the public another opportunity to voice their opinion, for the council to discuss their viewpoints and fulfills the legal process of selling City-owned land.

Mail notification will be given to property owners within 350' of the subject property 14 days before said meetings.

STEP 3:

ZONING AMENDMENT (A):

Third, properties shall be rezoned to the appropriate classification.

Rezoning a property before it is listed makes the property marketable. If properties are not rezoned, it may make potential buyers apprehensive. Furthermore, a rezoned property allows potential property owners to better evaluate the potential use of a property. This process is done by Ordinance and requires a Public Hearing.

For information on rezoning: Chapter 117, Section 49.

COMPREHENSIVE PLAN (B):

If the proposed zoning amendment also changes the land use designation on the Future Land Use Map, a Comprehensive Plan Amendment shall be required. This process requires approval by the Metropolitan Council, often times done administratively. This process is done by Resolution and requires a Public Hearing.

STEP 4:

MARKET:

Marketing properties could be done by means of a realtor, auction or for-sale-by-owner.

The City Council will make this decision on a case by case basis, based on the criteria outlined in the findings-of-fact document.

STEP 5:

PURCHASE AGREEMENT:

City staff and a potential buyer will negotiate a purchase agreement. After an agreement is negotiated, a draft will be brought back to the City Council for discussion and approval.

For properties identified as dedicated or restricted will begin this process at step one, as outlined above. Then, under direction of the City Attorney, follow the process outlined below:

- A. Contact previous property owner(s) to if they would be willing to give their property to the City, with free and clear title
- B. Take property title to court and attempt to remove restrictions
- C. Return property with free and clear title to original owner; or retain City ownership
- D. In the event the City retains ownership, the process would continue at step two outlined above. In the event the property is returned to the original owner, the disposition process would end.

Findings-of-Fact

Subject Property: PID 063225140009, located on the south side of 176th Avenue and the west side of Vicuna Street

- (1) Public input and feedback regarding a potential disposition
 - a. Staff received no unfavorable responses regarding the potential disposition of the Subject Property. Generally speaking, the only concerns raised were “we would like to see the Subject Property sold to a nearby property owner (not an outside developer) and left as open space. A number of inquiries were received regarding the potential purchase of the Subject Property.
- (2) Maintenance costs
 - a. The City has no maintenance costs regarding the Subject Property.
- (3) Title restrictions
 - a. Based on an Owner and Encumbrance Report attained by the City, the Subject Property has free and clear title.
- (4) Ability to develop
 - a. The Subject property is flat, clean and is large enough to build two to three single family homes.
- (5) Stormwater and drainage limitations
 - a. There are no stormwater or drainage issues regarding the Subject Property.
- (6) Proposed future zoning
 - a. R-1 Rural Single Family Residential
- (7) Utilities availability
 - a. Electric, well water, septic waste water.
- (8) Long term City needs and plans
 - a. Un needed for current or future City functions; reviewed by each City department.
- (9) Assessed value
 - a. \$49,000
- (10) Method to market and sell property
 - a. Internal, negotiate with surrounding property owners.
- (11) Cost to market and sell property
 - a. Staff time

ORDINANCE #12-__-__

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

AN AMENDMENT TO CHAPTER 117 WHICH IS KNOWN AS THE ZONING AND SUBDIVISIONS CHAPTER OF THE CITY CODE OF RAMSEY, MINNESOTA.

AN ORDINANCE AMENDING SECTION 117-90 "MAP" OF CHAPTER 117 OF THE CITY CODE OF RAMSEY, MINNESOTA.

SECTION 1. AMENDMENT

The following legally described properties or portions thereof are hereby rezoned from Public/Quasi Public to R1 Rural Residential:

Lot 9, Block 2, Windsorwood, Anoka County, Minnesota; which was conveyed to the County of Anoka by Warranty Deed dated October 31, 1989, as Document No. 869962. Abstract Property, 06-32-25-14-009.

(the "Subject Property")

SECTION 2. MAP

The City is hereby instructed to cause this amendment to be shown on the "City of Ramsey Zoning Map", which map was adopted pursuant to Section 117-90 of the Ramsey City Code.

SECTION 3. EFFECTIVE DATE

This ordinance becomes effective 30 days after its passage and publication, subject to City Charter Section 5.04.

PASSED by the City Council of the City of Ramsey, Minnesota the _____ day of _____, 2012.

Mayor

ATTEST:

City Administrator

Introduction date:

Posting dates:

Adoption date:

Publication date:

Effective date:

APPRAISAL OF REAL PROPERTY

LOCATED AT:

Unassigned
Lot 9, Block 2 Windsorwood, subj to ease of record
Ramsey, MN 55303

FOR:

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

AS OF:

September 19, 2012

BY:

David C. Hughes

APPRAISER DISCLOSURE STATEMENT

WINDSORWOODL9B2
 File No. 12SEP19D

Name of Appraiser: David C. Hughes

Class of Certification/Licensure: Certified General
 Certified Residential
 Licensed Residential
 Temporary General Licensed

Certification/Licensure Number: 20111284

Scope: This Report is within the scope of my Certification or License
 is not within the scope of my Certification or License

Service Provided By: Disinterested & Unbiased Third Party
 Interested & Biased Third Party
 Interested Third Party on Contingent Fee Basis

Signature of person preparing and reporting the Appraisal:

David C. Hughes

This form must be included in conjunction with all appraisal assignments or specialized services performed by a state-certified or state-licensed real estate appraiser.

The scope of this assignment is to provide an opinion of value of an unimproved site located Lot 9, Block 2, Windsorwood, in the city of Ramsey, in Anoka County.

I have not been previously engaged in professional services for the property which is the subject of this assignment.

The value estimate is based upon the assumption that the subject property described in the appraisal is not negatively affected by the existence of hazardous substances or detrimental environmental conditions. The appraiser is not an expert in the identification of hazardous substances or detrimental environmental conditions. The appraiser's routine inspection of the subject property did not develop any significant conclusions regarding hazardous substances or detrimental environmental conditions which would affect the property negatively unless otherwise stated in this report.

All signatures on this report have a security feature maintained by individual passwords for each signing appraiser. No other person can alter the appraisal with exception of the original signing appraiser(s).

LAND APPRAISAL REPORT

Borrower n/a Census Tract 0502.24 Map Reference 34 C2
 Property Address Unassigned
 City Ramsey County Anoka State MN Zip Code 55303
 Legal Description Lot 9, Block 2 Windsorwood, subj to ease of record
 Sale Price \$ n/a Date of Sale n/a Loan Term n/a yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ exempt (yr) Loan charges to be paid by seller \$ n/a Other sales concessions n/a
 Lender/Client City of Ramsey Address 7550 Sunwood Dr NW, Ramsey, MN 55303
 Occupant vacant Appraiser David C. Hughes Instructions to Appraiser Estimate the fair market value of an unimproved site located in Windsorwood Lot 9, Block 2, in the city of Ramsey in Anoka County.

IDENTIFICATION

Location Urban Suburban Rural
 Built Up Over 75% 25% to 75% Under 25%
 Growth Rate Fully Dev. Rapid Steady Slow
 Property Values Increasing Stable Declining
 Demand/Supply Shortage In Balance Oversupply
 Marketing Time Under 3 Mos. 4-6 Mos. Over 6 Mos.

NEIGHBORHOOD

Present Land Use 85% 1 Family 00% 2-4 Family % Apts. % Condo 10% Commercial
 % Industrial % Vacant 05% vacant
 Change in Present Land Use Not Likely Likely (*) Taking Place (*)
 (*) From public-quasi-public To residential
 Predominant Occupancy Owner Tenant 5 % Vacant
 Single Family Price Range \$ 30,000 to \$ 655,000 Predominant Value \$ 160
 Single Family Age 00 yrs. to 70 yrs. Predominant Age 18 yrs.

Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): Subject is located in Ramsey, an area consisting of single family homes of various styles, sizes, ages and values. Schools are in the Elk River School District. Ramsey has limited employment opportunities. Recreation (primarily outdoor) and police and fire protection are adequate. No adverse noise factor, typical nature and residential views.

Dimensions 153x315x393x523x133 = 3.10 Sq. Ft. or Acres Corner Lot
 Zoning classification R1 - Single Family Residential Present Improvements do do not conform to zoning regulations
 Highest and best use Present use Other (specify) site is currently un-improved, highest and best use is improved SFR
 Elec. Gas Water San. Sewer Underground Elect. & Tel.

SITE

OFF SITE IMPROVEMENTS
 Street Access Public Private
 Surface bituminous
 Maintenance Public Private
 Storm Sewer Curb/Gutter
 Sidewalk Street Lights

Topo basically level
 Size conforms to area
 Shape irregular
 View nature/res
 Drainage runoff to ditch & culvert
 Is the property located in a HUD Identified Special Flood Hazard Area? No Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): The subject site does not appear to be in a FEMA designated flood zone. No adverse easements, encroachments or any other adverse conditions were noted by the appraiser. The subject is a garden level vacant lot of a developed subdivision.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	Unassigned 178th Ave NW Ramsey, 55303, Anoka Cnty	xxx25 Iman Ave NW Elk River, 55330, Anoka Cnty	xxx27 Iman Ave NW Elk River, 55330, Anoka Cnty	xxxx 222nd Ave NW Nowthen, MN 55330
Proximity to Subject		1.44 miles NW	1.49 miles NW	5.61 miles N
Sales Price	\$ n/a	\$ 52,250	\$ 52,500	\$ 25,000
Price		\$ 17,131/ac	\$ 20,834/ac	\$ 7,716/ac
Data Source	inspect/county	County/RealtorMLS	County/RealtorMLS	
Date of Sale and Time Adjustment	DESCRIPTION n/a	DESCRIPTION 05/12 dom 1,304	DESCRIPTION 05/12 dom 206	DESCRIPTION 09/12 dom 1
Location	Ramsey	Nowthen	Nowthen	Nowthen +2,500
Site/View	3.1 a., corner/res	3.05 a., corner/res 0	2.52 a., interior/res +2,500	3.24 a., cor/pd -2,500
wooded	open	open	open	open
topography	level/lookout	level/lookout	level/lookout	rolling/walkout -2,500
utilities	ng/el/tele	ng/el/tele	ng/el/tele	lp/el/tele +2,500
appeal	average	average	average	average
Sales or Financing Concessions	n/a	Cash	Conventional	other 'reo' +2,500
Net Adj. (Total)		<input type="checkbox"/> + <input type="checkbox"/> - \$	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 2,500	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 2,500
Indicated Value of Subject		\$ 52,250	\$ 55,000	\$ 27,500

Comments on Market Data: See General Text Addendum

Comments and Conditions of Appraisal: The subject has not been sold within the last three years. No other previous sales were noted within the last one year for any of the comparable sales used in this report.

Final Reconciliation: The income and cost approaches to value were not used due to the lack of sufficient data with which to form a meaningful value estimate. The direct sales comparison approach is deemed to offer the most reliable indication of value. The final value is rounded up to the nearest \$1,000 influenced by the adjusted values of comparables one and two.

RECONCILIATION

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF September 19, 2012 to be \$ 49,000
 David C. Hughes Did Did Not Physically Inspect Property
 Appraiser(s) Review Appraiser (if applicable)

Supplemental Addendum

File No. 12SEP19D

Client	City of Ramsey				
Property Address	Unassigned				
City	Ramsey	County	Anoka	State	MN Zip Code 55303
Lender/Client	City of Ramsey				

- **Market Data**

Due to a lack of recent sales in the pool of available data in the immediate neighborhood, some comparables are located across man made or natural boundaries. Markets are similar however a 10% location adjustment is made on comparable three as a result of distance from local and regional commerce. Comparables for the subject were dominated by short sales and bank owned 'reo' sales. The number of these types of sales has impacted the market value of all unimproved lots/land in this area. The use of these sales is reasonable as they have become a major influence on the value of the subject property. A 10% adjustment is made one comparable three for the stigma associated with a foreclosed bank owned sale. Comparable selection was made by choosing sales which have the most similar physical characteristics to the subject. A visual inspection was performed as part of the scope of work for this assignment. The comparables are located in similar rural/suburban settings. Most weight is place on comparables one and two.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: Unassigned , Ramsey, MN 55303

APPRAISER:

Signature: *David C. Hughes*
Name: David C. Hughes
Date Signed: September 20, 2012
State Certification #: 20111284
or State License #: _____
State: MN
Expiration Date of Certification or License: 08/31/2014

SUPERVISORY APPRAISER (only if required):

Signature: _____
Name: _____
Date Signed: _____
State Certification #: _____
or State License #: _____
State: _____
Expiration Date of Certification or License: _____

Did Did Not Inspect Property

Subject Photos

Client	City of Ramsey		
Property Address	Unassigned		
City	Ramsey	County	Anoka
Lender/Client	City of Ramsey	State	MN
		Zip Code	55303



Front View
Unassigned 178th Ave NW



Rear View



Street View

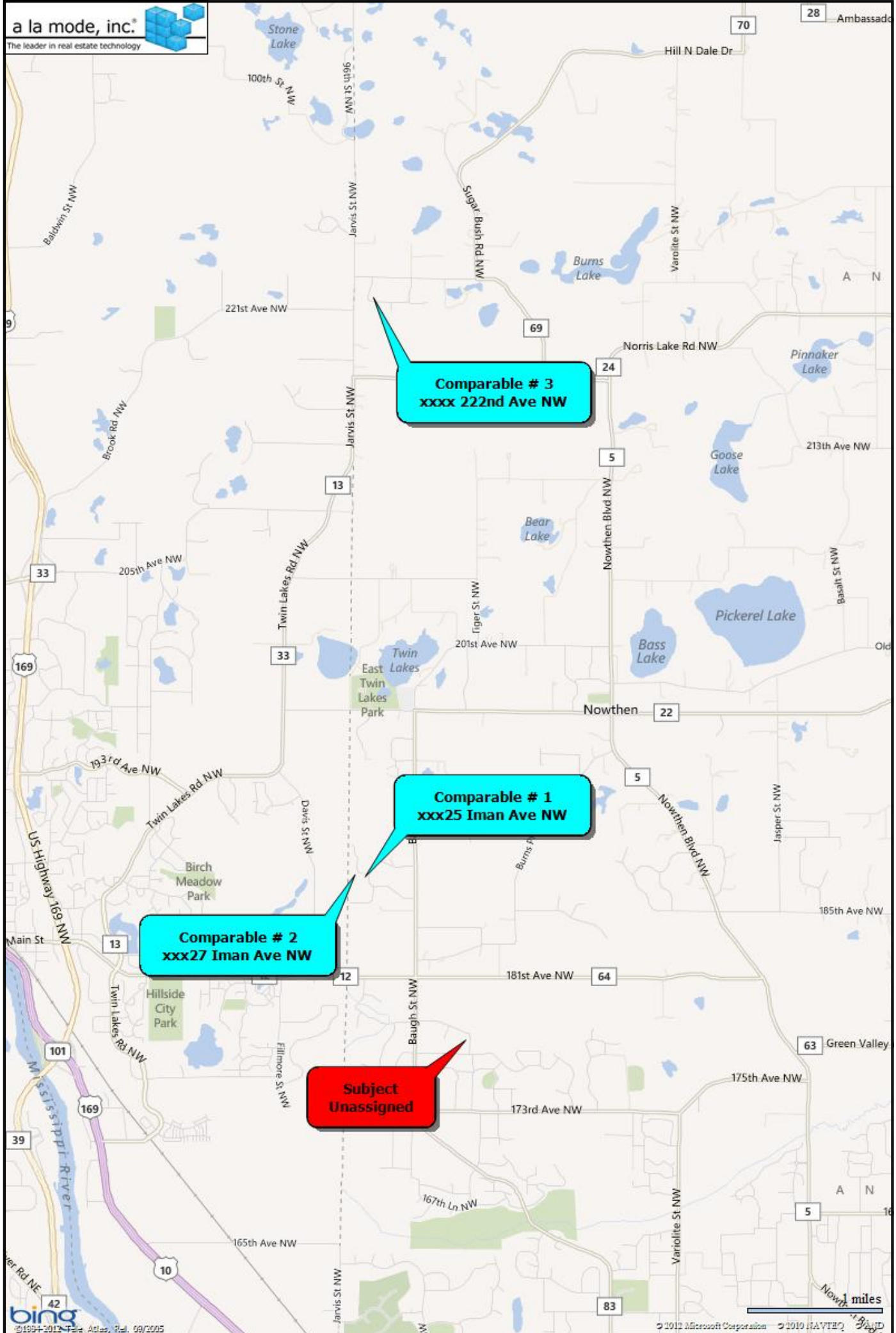
Vicinity Map

Client	City of Ramsey		
Property Address	Unassigned		
City	Ramsey	County Anoka	State MN Zip Code 55303
Lender/Client	City of Ramsey		



Comparable Sales Map

Client	City of Ramsey		
Property Address	Unassigned		
City	Ramsey	County	Anoka
		State	MN
		Zip Code	55303
Lender/Client	City of Ramsey		



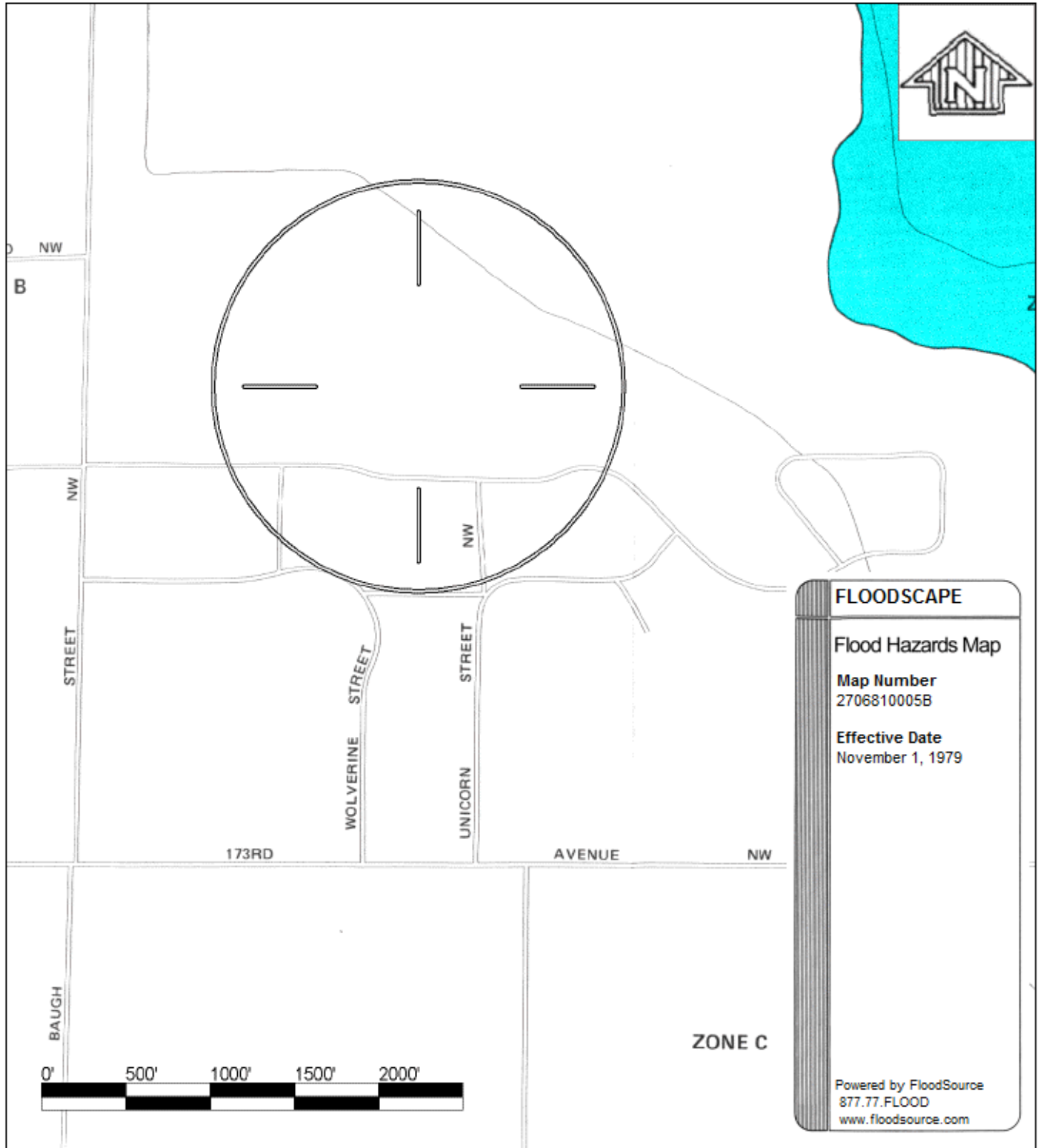
Flood Map

Client	City of Ramsey		
Property Address	Unassigned		
City	Ramsey	County	Anoka
State	MN	Zip Code	55303
Lender/Client	City of Ramsey		



Prepared for:
Hughes Appraisal Services

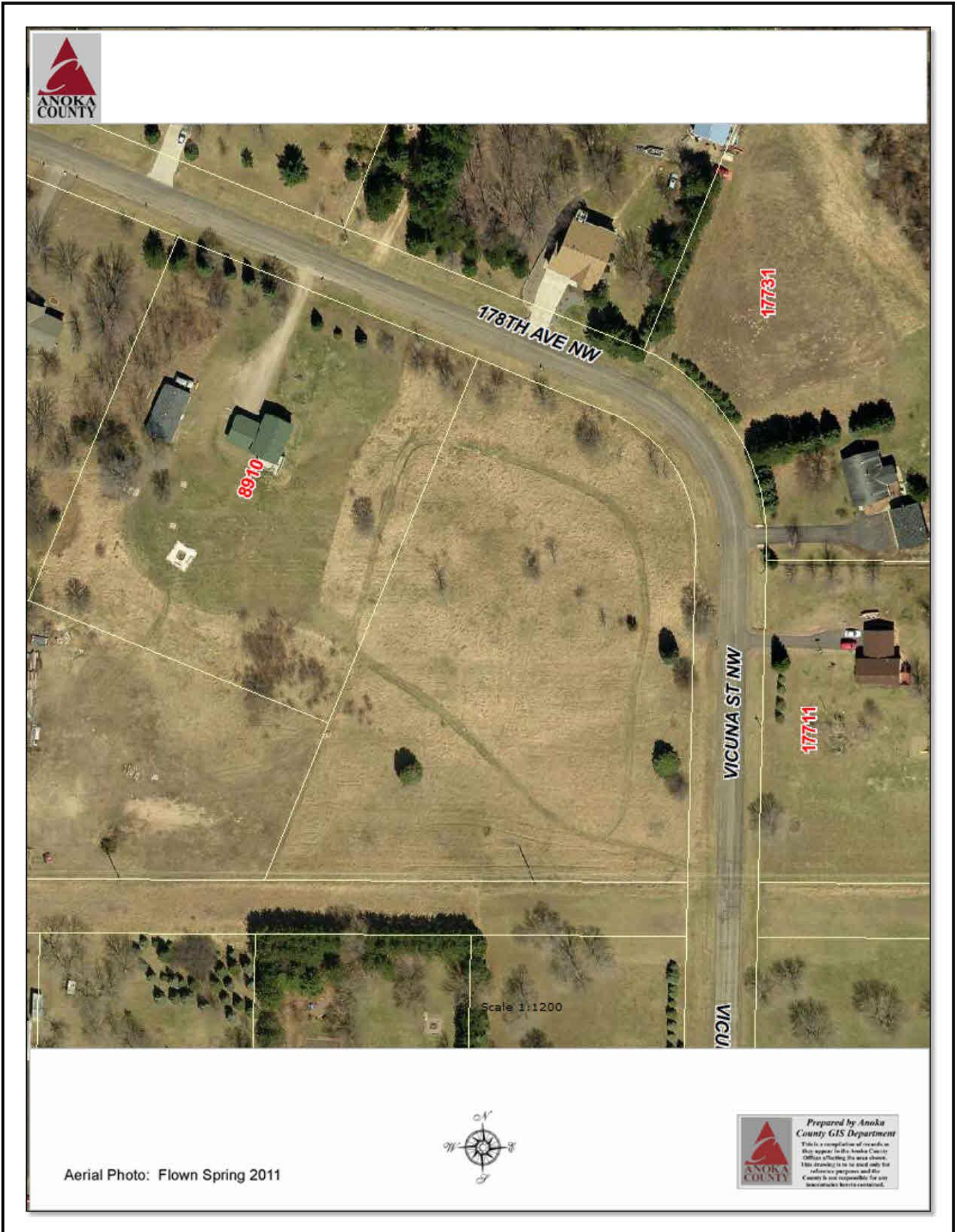
Unassigned
Ramsey, MN 55303



© 1999-2012 SourceProse and/or FloodSource Corporations. All rights reserved. Patents 6,631,326 and 6,678,615. Other patents pending. For Info: info@floodsource.com.

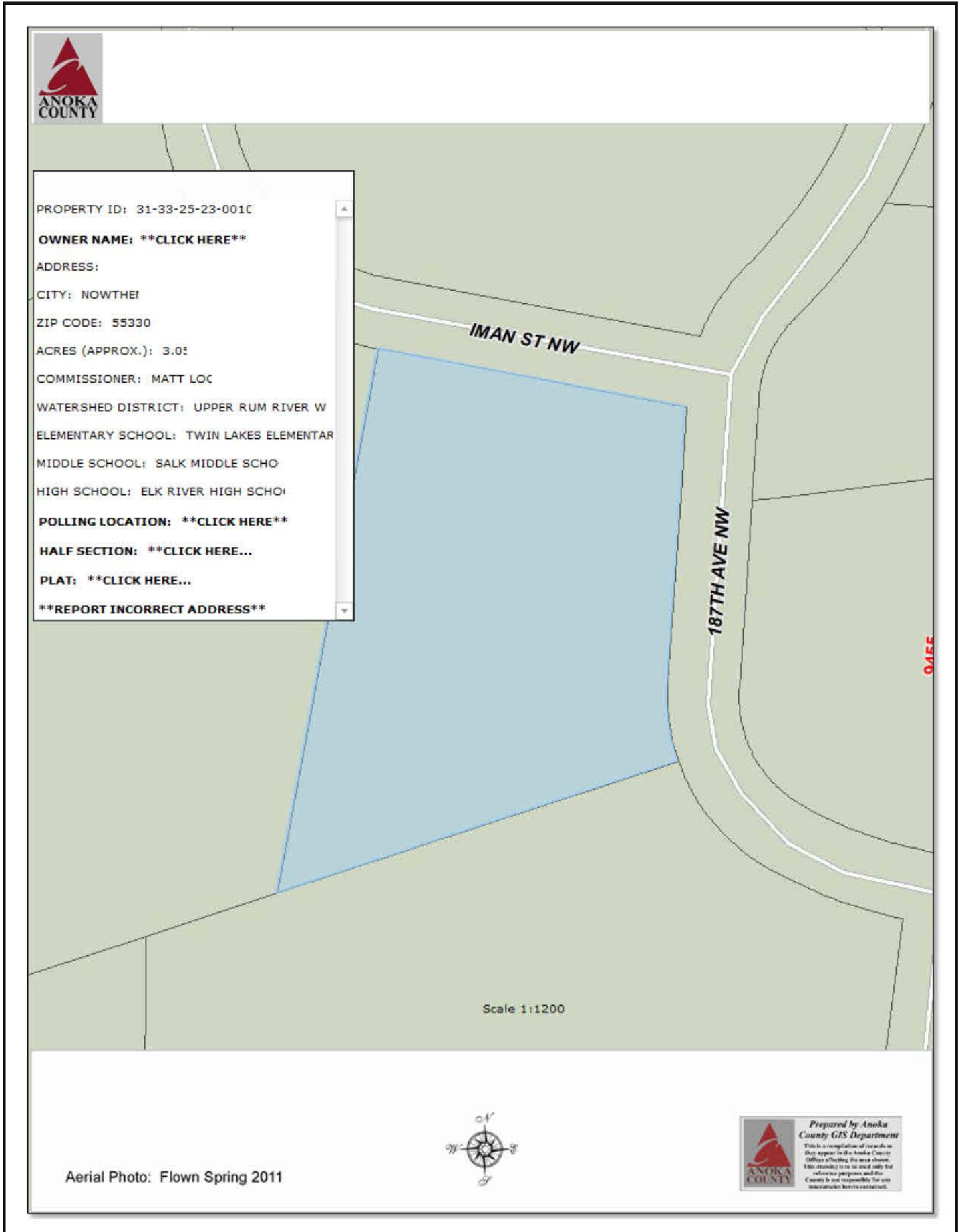
Subject Partial Plat Map

Client	City of Ramsey						
Property Address	Unassigned						
City	Ramsey	County	Anoka	State	MN	Zip Code	55303
Lender/Client	City of Ramsey						



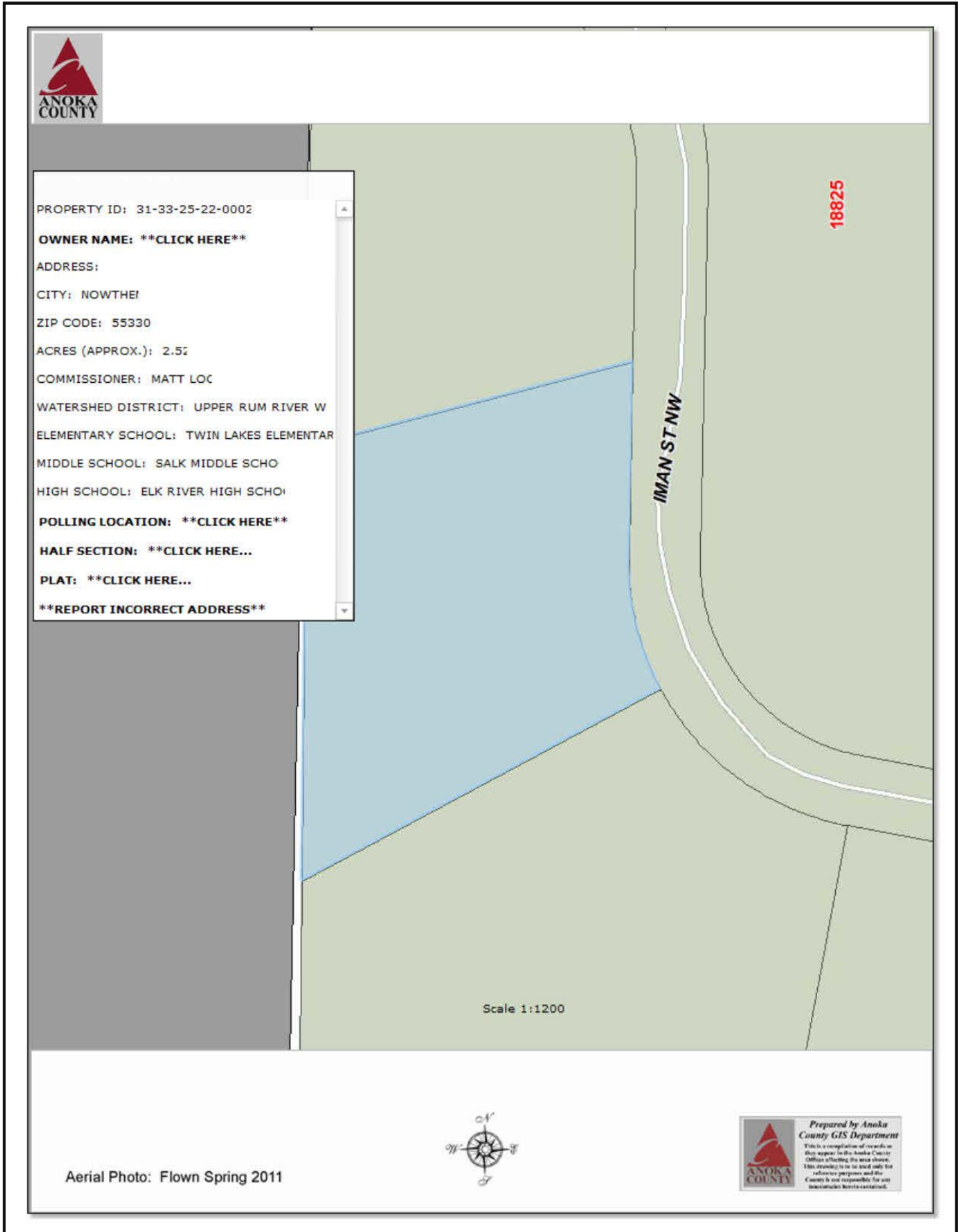
Comparable 1 Partial Plat Map

Client	City of Ramsey		
Property Address	Unassigned		
City	Ramsey	County	Anoka
		State	MN
		Zip Code	55303
Lender/Client	City of Ramsey		



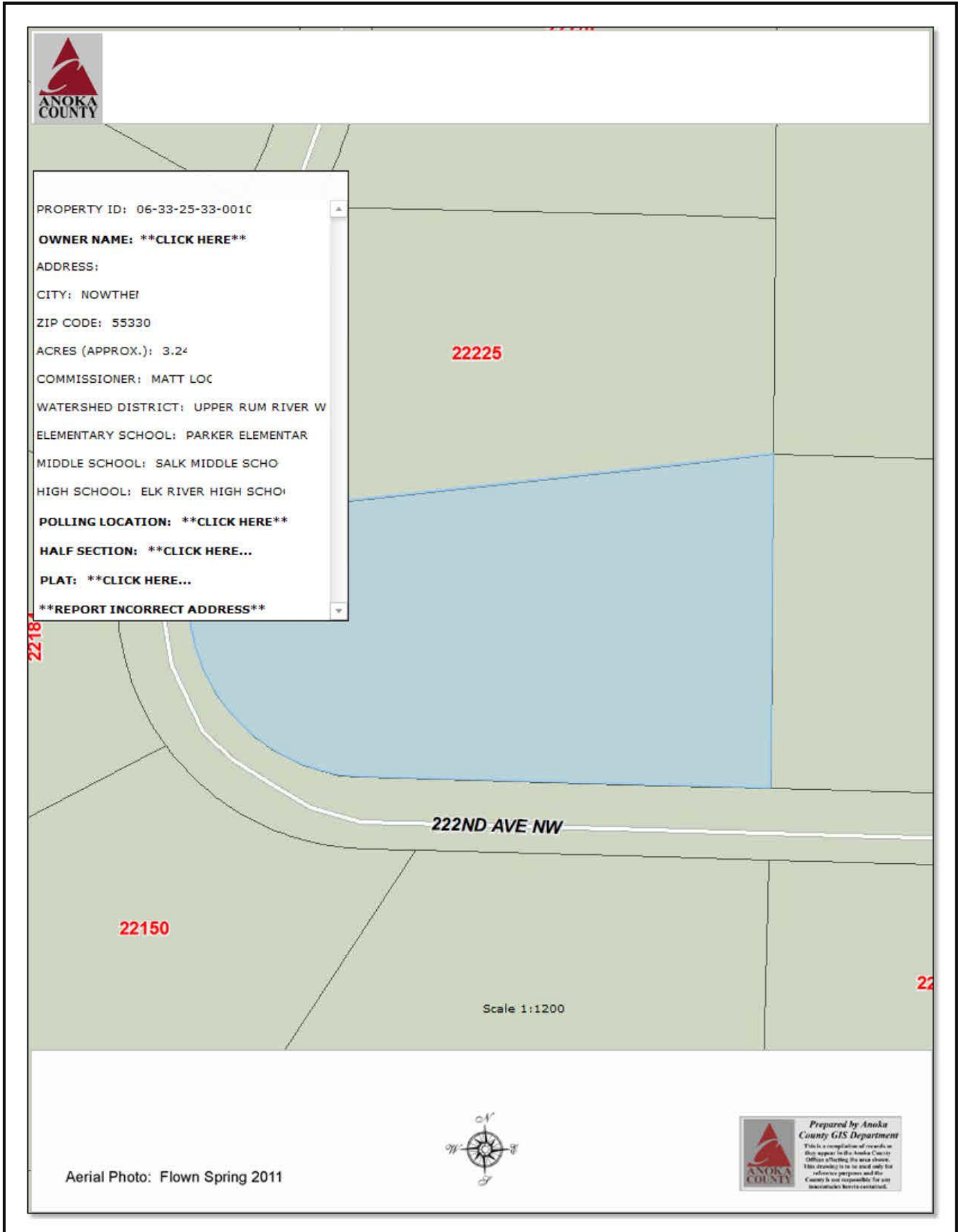
Comparable 2 Partial Plat Map

Client	City of Ramsey		
Property Address	Unassigned		
City	Ramsey	County	Anoka
		State	MN
		Zip Code	55303
Lender/Client	City of Ramsey		



Comparable 3 Partial Plat Map

Client	City of Ramsey		
Property Address	Unassigned		
City	Ramsey	County	Anoka
State	MN	Zip Code	55303
Lender/Client	City of Ramsey		



Resume

Client	City of Ramsey		
Property Address	Unassigned		
City	Ramsey	County Anoka	State MN Zip Code 55303
Lender/Client	City of Ramsey		

DAVID C. HUGHES

Certified Residential Real Property Appraiser

Formal Education

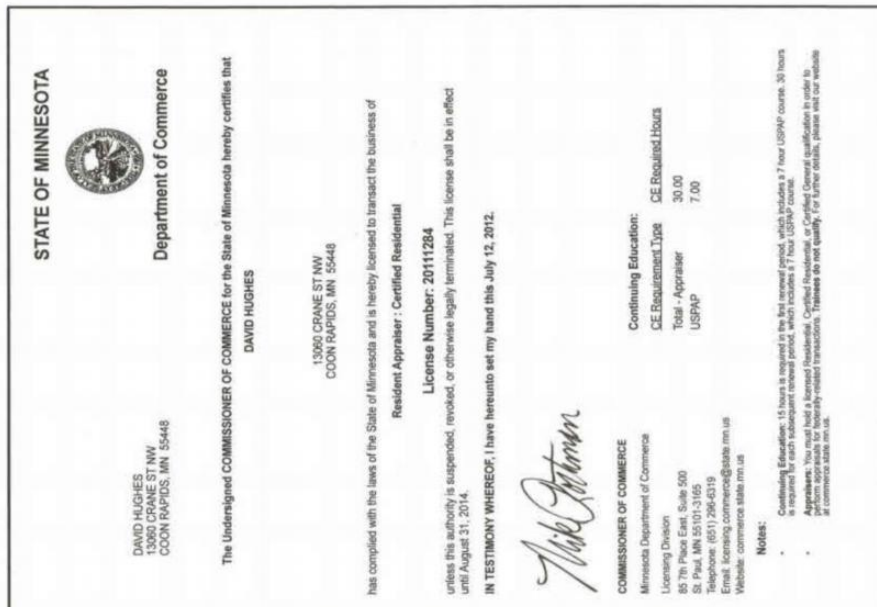
Anoka Technical College (Architectural Tech)	Anoka, Minnesota
Centennial High School	Circle Pines, Minnesota

Professional Education

USPAP Update	2012	Kaplan
2011 Appraisal Update UAD	2011	Kaplan
USPAP Update	2011	Kaplan
Understanding Todays HVAC	2011	Kaplan
Design/Functional Utility	2010	Appraisal Institute
REO Appraisal	2010	Appraisal Institute
USPAP Update	2009	Kaplan
Form 1004MC & HVCC Conduct	2009	Kaplan
Assessment Laws & Procedures	2009	MN Assoc. of Assessing Officers
FHA Procedures & Roster Eligibility	2009	Appraisal Institute
Hire & Supervise New Appraisers	2008	Kaplan
Data Analysis Declining Mkt.	2008	Kaplan
Advanced Exteriors	2008	Kaplan
USPAP Update	2006	Prosource
How to Perform an Appraisal Inspection	2005	Prosource
How to Prepare The New URAR	2005	Prosource
National USPAP update	2005	Prosource
Small Residential Investment Properties	2004	Prosource
FHA Appraisals/New HUD Guidelines	2004	Prosource
National USPAP Course	2003	Prosource
USPAP Update	2002	Prosource
Fannie Mae Update Presentation	2001	National Association of Real Estate Appraisers
Frauds And Flips	2001	National Association of Real Estate Appraisers
Appraising the Single Family Residence	2001	National Association of Real Estate Appraisers
Appraisal Practices & Principals	2000	National Association of Real Estate Appraisers
Appraisal Guidelines & Updates	2000	National Association of Real Estate Appraisers
Appraisal Regulations	2000	National Association of Real Estate Appraisers
USPAP Update	2000	Prosource
Appraisal Office Management	1999	University of St. Thomas
Supporting Sales Grid Adjustments	1999	University of St. Thomas
Registered Home Inspector (RHI)	1998	Prosource
Introduction to Appraisal Principles I	1997	Prosource
Introduction to Appraisal Principles II	1997	Prosource
Introduction to Appraisal Practices I	1997	Prosource
Introduction to Appraisal Practices II	1997	Prosource
USPAP Standards & Ethics	1997	Prosource
Appraiser's guide to Residential Construction	1997	Prosource
Building Inspection Tech Course Studies	1994	North Hennepin Community College
Field Inspection Building Insp-Plan Review		
Building Codes & Their Standards		
Electrical Insp Building Insp-Dept. Admin		

Professional History

Certified Real Property Appraiser	1997-Present	State of Minnesota
Structural Technician	1976-Present	Central Minnesota



Engagement Letter

Client	City of Ramsey		
Property Address	Unassigned		
City	Ramsey	County	Anoka
		State	MN
		Zip Code	55303
Lender/Client	City of Ramsey		

Mark

----- Forwarded message -----
 From: "Patrick Brama" <pbrama@ci.ramsey.mn.us>
 Date: Sep 17, 2012 4:59 PM
 Subject: RE: Estimate for an appraisal
 To: "Mark Schwab" <mrsinc55@gmail.com>

Mark,

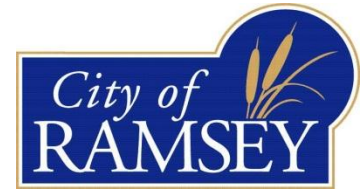
Per our phone conversation, please move forward with appraising the said property below (and attached). Please note, said property is currently zoned public/quasi-public and is being rezoned to R-1 residential. Please appraise as R-1 residential.

Thank you for your assistance.

Patrick J. Brama

<http://web.mail.comcast.net/zimbra/h/printmessage?id=317941&tz=America/Chicago&xim=1>

9/20/2012



Date

Address
Address
Address

Name:

You are receiving this notification because you are either a property owner living near the subject property mentioned below, or you have previously expressed interest in the matter discussed below.

This letter is notification that the Ramsey City Council will be considering the sale of the parcel known as Windsorwood, located off 176th and Vicuna Street NW, at a City Council worksession (meeting) on Tuesday, July 24 at 6:00 p.m. in the Lake Itasca Room, Ramsey Municipal Center.

Sale of the Windsorwood parcel is being considered by the City Council because this parcel is unneeded for current and future City uses.

Persons wishing to comment, ask questions or find more information on the potential sale of the Windsorwood parcel are encouraged to attend the Mayor's Town Hall meeting on Thursday July 19, 7:00 p.m. in the Lake Itasca Room, Ramsey Municipal Center or contact Patrick Brama.

Best Regards,

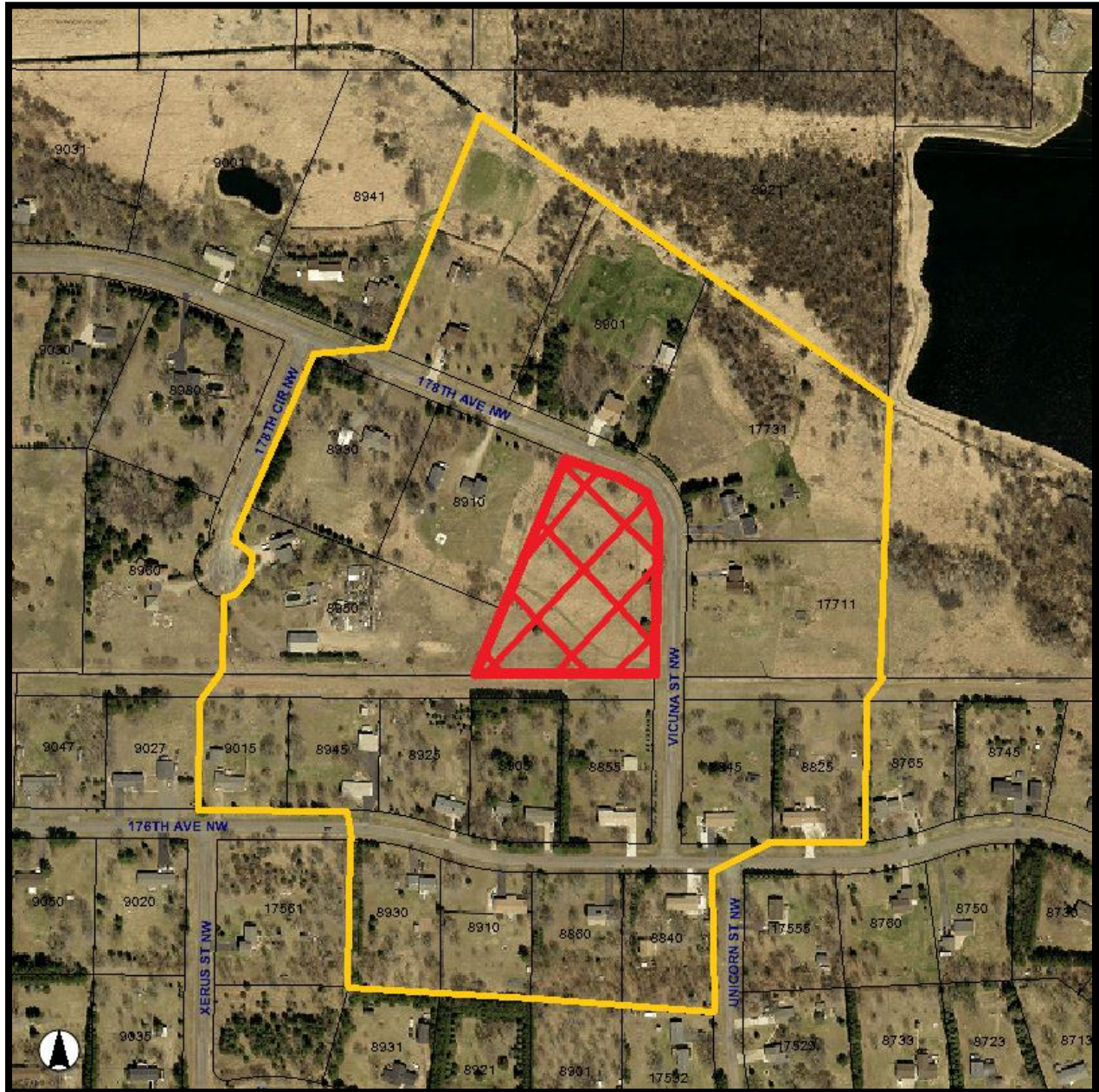
Patrick J. Brama

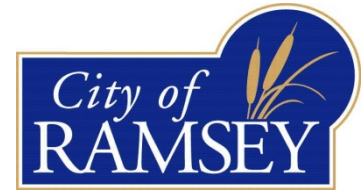
Patrick J. Brama
Management Analyst, City of Ramsey

OFFICE: (763) 433-9903 **CELL:** (763) 412-7609
ADDRESS: 7550 Sunwood Drive NW, Ramsey, MN 55303

Enclosures (1)
Subject Property Map

SUBJECT PROPERTY: Windsorwood (Red), 176th and Vicuna Street NW
PID 063225140009





Date

Address
Address
Address

Name:

You are receiving this notification because you are either a property owner living near the subject property mentioned below, or you have previously expressed interest in the matter discussed below.

This letter is notification that the Ramsey City Council will be considering the sale of the parcel known as Windsorwood, located off 176th and Vicuna Street NW, at a City Council worksession (meeting) on Tuesday, July 31 at 6:00 p.m. in the Lake Itasca Room, Ramsey Municipal Center.

NOTE: this is a different meeting time than indicated in the original letter sent regarding this matter.

Sale of the Windsorwood parcel is being considered by the City Council because this parcel is unneeded for current and future City uses. Persons wishing to comment, ask questions or find more information on the potential sale of the Windsorwood parcel are encouraged to attend this meeting.

Best Regards,

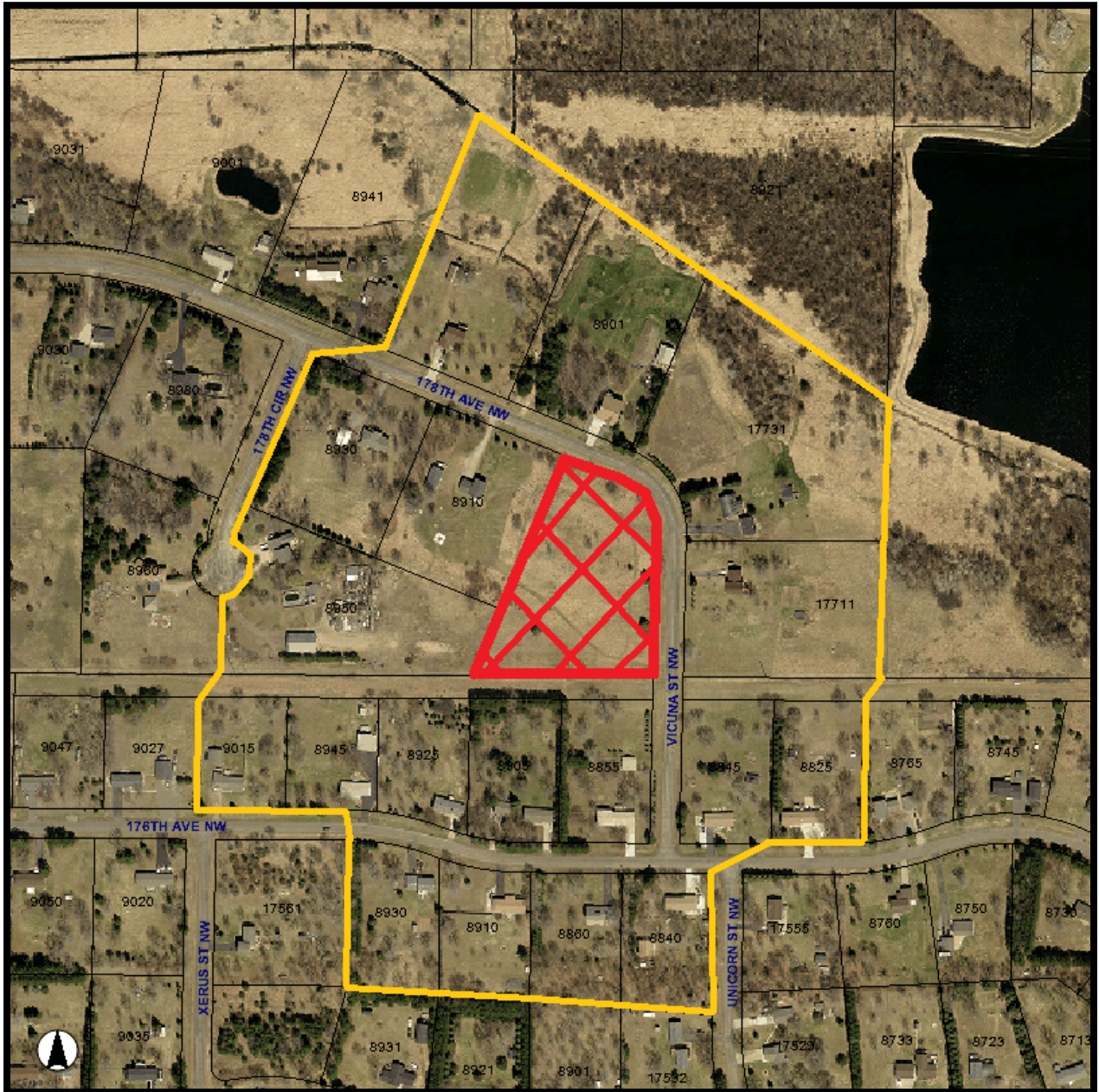
Patrick J. Brama

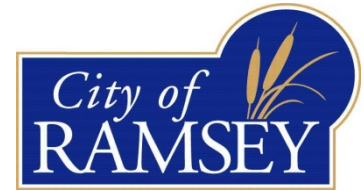
Patrick J. Brama
Management Analyst, City of Ramsey

OFFICE: (763) 433-9903 **CELL:** (763) 412-7609
ADDRESS: 7550 Sunwood Drive NW, Ramsey, MN 55303

Enclosures (1)
Subject Property Map

SUBJECT PROPERTY: Windsorwood (Red), 176th and Vicuna Street NW
PID 063225140009





Date

Address
Address
Address

Name:

You are receiving this notification because you are either a property owner living near the subject property mentioned below, or you have previously expressed interest in the matter discussed below.

This letter is notification the Ramsey City Council has approved selling the parcel known as Windsorwood, located off 176th and Vicuna Street NW. The Ramsey City Council has directed City Staff to work with surrounding property owners (within 700') of the Subject Property to negotiate a sale.

Sale of the Windsorwood parcel is being considered by the City Council because this parcel is unneeded for current and future City uses.

If you are interested in purchasing the Subject Property, please contact Patrick Brama by Friday, November 2, 2012. After November 2, Staff will contact said interested buyers to negotiate a sale of the Subject Property.

Best Regards,

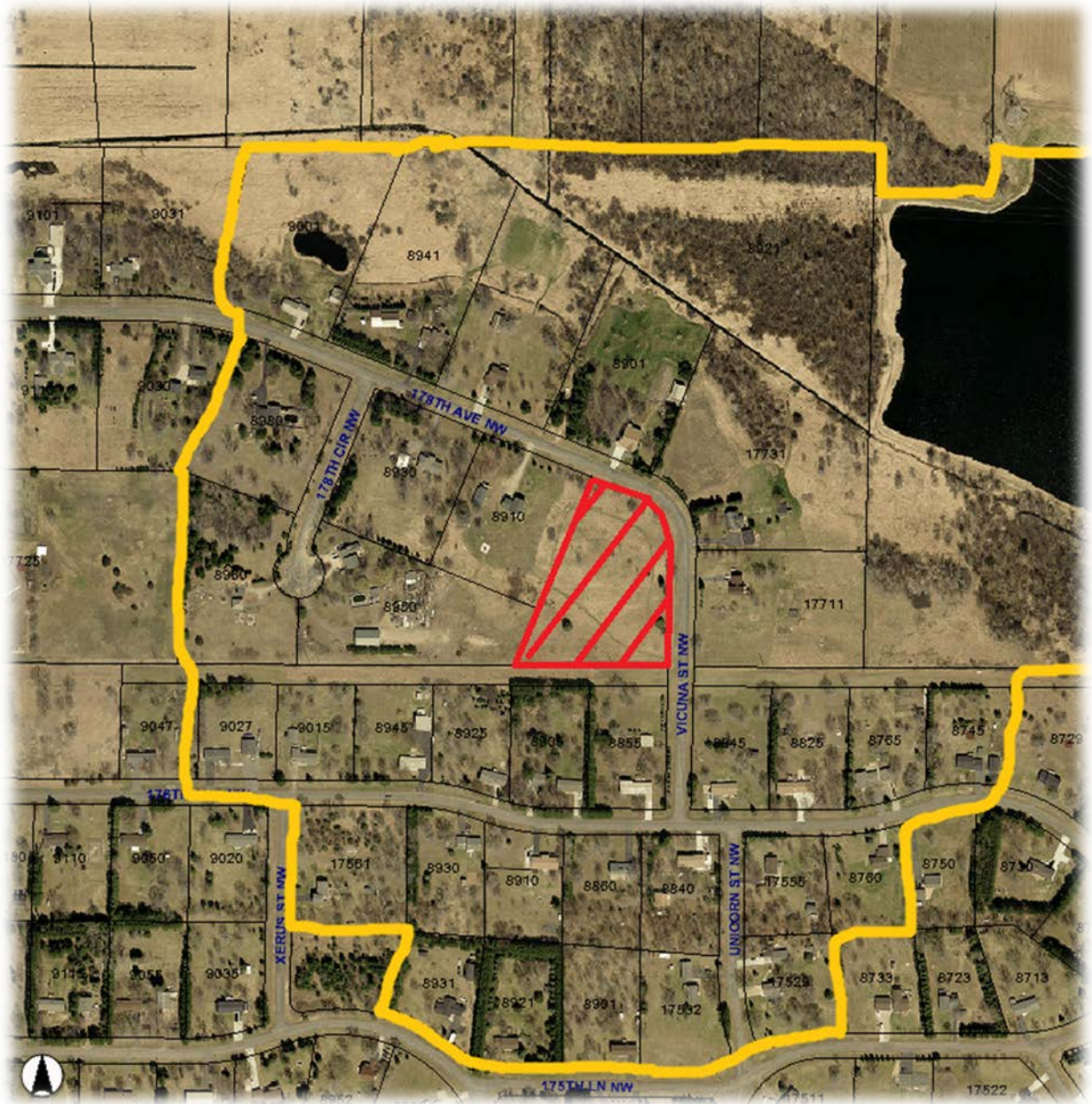
Patrick J. Brama

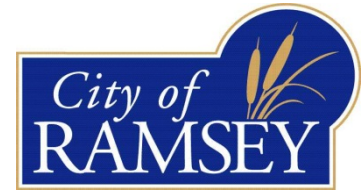
Patrick J. Brama
Management Analyst, City of Ramsey

OFFICE: (763) 433-9903 **CELL:** (763) 412-7609
ADDRESS: 7550 Sunwood Drive NW, Ramsey, MN 55303

Enclosures (1)
Subject Property Map

SUBJECT PROPERTY: Windsorwood (Red), 176th and Vicuna Street NW
PID 063225140009





November 21, 2012

Brian Hansen
8910 178th Ave NW
Ramsey, MN 55303

Brian Hansen:

You are receiving this notification because you have expressed interest in purchasing the Subject Property outlined below.

Subject Property: Windsorwood, located off 176th & Vicuna Street NW, PID 063225140009,
LOT 9 BLK 2 WINDSORWOOD

As you have been informed, the County places a value of \$50,000 on the Subject Property. The City recently obtained an appraisal for the Subject Property, and it came in near the County valuation. The estimated annual property taxes for 2013 are \$498. The property is now zoned R1-Residential.

The City will be accepting written offers for the Subject Property until Friday, December 7, 2012. Upon review of said offers, the City will contact interested parties to negotiate a sale.

Please contact Patrick Brama with any comments, questions or concerns.

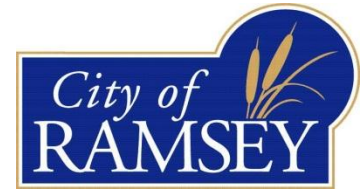
Best Regards,

Patrick J. Brama

Patrick J. Brama
Management Analyst, City of Ramsey

OFFICE: (763) 433-9903 **CELL:** (763) 412-7609

ADDRESS: 7550 Sunwood Drive NW, Ramsey, MN 55303



December 26, 2012

David Pomroy
8950 178th Circle NW
Ramsey, MN 55303

Mr. Pomroy:

You are receiving this notification because you have expressed interest in purchasing the Subject Property outlined below.

“Subject Property”: Windsorwood, located off 176th & Vicuna Street NW, PID
063225140009, LOT 9 BLK 2 WINDSORWOOD

The City has received your written offer of \$40,000 for the Subject Property, dated December 13, 2012.

The City Council will be discussing your offer on Tuesday, January 8, 2013 at a closed session City Council worksession (meeting). You will be contacted on Wednesday, January 9, 2013 with a response from the City Council.

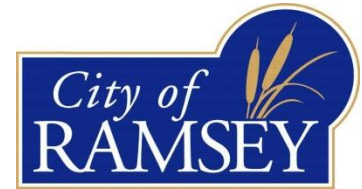
Please contact Patrick Brama with any comments, questions or concerns.

Best Regards,

Patrick J. Brama

Patrick J. Brama
Management Analyst, City of Ramsey

OFFICE: (763) 433-9903 **CELL:** (763) 412-7609
ADDRESS: 7550 Sunwood Drive NW, Ramsey, MN 55303



January 13, 2013

David Pomroy
8950 178th Circle NW
Ramsey, MN 55303

Mr. Pomroy:

You are receiving this notification because you have expressed interest in purchasing the Subject Property outlined below.

“Subject Property”: Windsorwood, located off 176th & Vicuna Street NW, PID
063225140009, LOT 9 BLK 2 WINDSORWOOD

The City has received your written offer of \$40,000 for the Subject Property, dated December 13, 2012. The City Council discussed your offer on Tuesday, January 8, 2013 at a closed session City Council meeting.

The City Council is countering your original offer with a reduced asking price of \$44,100 (90% of appraised value, \$49,000).

Please submit your response in writing by Friday, January 25, 2013. Please contact Patrick Brama with any comments, questions or concerns.

Best Regards,

Patrick J. Brama

Patrick J. Brama
Management Analyst, City of Ramsey

OFFICE: (763) 433-9903 **CELL:** (763) 412-7609

ADDRESS: 7550 Sunwood Drive NW, Ramsey, MN 55303



February 4, 2013

David Pomroy
8950 178th Circle NW
Ramsey, MN 55303

Mr. Pomroy:

You are receiving this notification because you have expressed interest in purchasing the Subject Property outlined below.

“Subject Property”: Windsorwood, located off 176th & Vicuna Street NW, PID
063225140009, LOT 9 BLK 2 WINDSORWOOD

The City has received your second written offer of \$42,000 for the Subject Property, dated January 25, 2013. The City Council will discuss your offer on Tuesday, February 12, 2013 at a closed session City Council meeting (7:00pm).

Please contact Patrick Brama with any comments, questions or concerns.

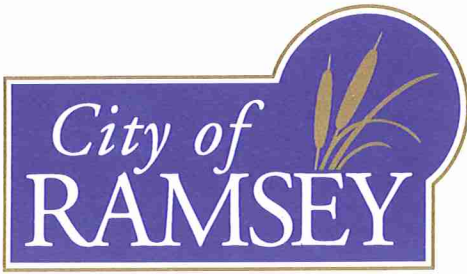
Best Regards,

Patrick J. Brama

Patrick J. Brama
Management Analyst, City of Ramsey

OFFICE: (763) 433-9903 **CELL:** (763) 412-7609

ADDRESS: 7550 Sunwood Drive NW, Ramsey, MN 55303



7550 Sunwood Drive NW • Ramsey, Minnesota 55303
City Hall: 763-427-1410 • Fax: 763-427-5543
www.ci.ramsey.mn.us

February 20, 2013

David Pomroy
8950 178th Circle NW
Ramsey, MN 55303

Mr. Pomroy:

You are receiving this notification because you have expressed interest in purchasing the Subject Property outlined below.

“Subject Property”: Windsorwood, located off 176th & Vicuna Street NW, PID 063225140009, LOT 9 BLK 2 WINDSORWOOD

The City has received your second written offer of \$42,000 for the Subject Property, dated January 25, 2013. The City Council discussed your second offer on Tuesday, February 12, 2013 at a closed session City Council meeting; at which time, the City Council agreed to your second offer of \$42,000.

Moving forward the City needs to (A) pass an ordinance to sell the Subject Property and (B) execute a purchase agreement. Below is an estimated timeline:

- 02/26/2013 Introduce Ordinance
- 03/13/2013 Adopt Ordinance and Approve Purchase Agreement
- 03/XX/2013 Closing Date (TBD based on your schedule)

After the March 13 Council meeting, Staff will contact you to arrange a closing date. Please contact Patrick Brama with any comments, questions or concerns.

Best Regards,

Patrick J. Brama
Management Analyst, City of Ramsey

OFFICE: (763) 433-9903 CELL: (763) 412-7609
ADDRESS: 7550 Sunwood Drive NW, Ramsey, MN 55303

January 25, 2013

Attention: Patrick Brama,

I DAVID POMROY would like to make
my final offer of \$ [REDACTED] for the property
located on 178th + Vicuna street N.W.
PIDP63225140009 Lot 9 BLOCK 2 Windsorwood.

THANK YOU

Dave Pomroy

DEC 13, 20012
Thursday.

Att. Patrick Brama:

To David Pomroy would like make
an offer of \$40,000 on property located
on 176th Vicuna street N.W. P1D06322-
514009,
Lot 9 BLK 2 WINDSORWOOD.

Thank you for taking
consideration,

Dave Pomroy

ORDINANCE #13-06

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

**AN ORDINANCE AUTHORIZING THE CITY OF RAMSEY TO SELL/CONVEY LOT 9
BLK 2 WINDSORWOOD, SUBJECT TO EASEMENT OF RECORD, ANOKA COUNTY,
MINNESOTA TO DAVID FRANCIS POMROY.**

The City of Ramsey Ordains:

SECTION 1. PURPOSE

It is the purpose of this Ordinance to authorize the City of Ramsey to convey certain real property which property the City Council has determined is no longer necessary for the City's purposes. This chapter is adopted pursuant to and under the authority of Section 12.5 of the City Charter.

SECTION 2. SALE/CONVEYANCE AUTHORIZATION

The City Council hereby declares the following legally described real property owned by the City, as surplus property and authorizes said property to be conveyed/sold to DAVID FRANCIS POMROY. Said property is legally described as follows:

LOT 9 BLK 2 WINDSORWOOD, SUBJECT TO EASEMENT OF RECORD, ANOKA
COUNTY, MINNESOTA

SECTION 3. TERMS OF SALE/CONVEYANCE

The City Council has by a properly enacted action determined the consideration and terms upon which the above-described property may be conveyed/sold.

SECTION 4. EFFECTIVE DATE

This Ordinance becomes effective upon its passage and thirty (30) days after its publication according to law, subject to City Charter Provision, Section 5.7.

PASSED by the City Council of the City of Ramsey, Minnesota, the 12th day of March 2013.

Mayor Sarah Strommen

ATTEST:

City Clerk Jo Ann M. Thieling

Introduction date: February 26, 2013
Posting dates: XXXXX
Adoption date: XXXXX
Publication date: XXXXX
Effective date: XXXXX

CC Regular Session

4. 15.

Meeting Date: 02/26/2013**By:** Colleen Lasher, Administrative Services

Information**Title:**

Report from the Personnel Committee - Meeting Date: February 12, 2013

Background:

Case 1: Discuss Municipal Center Meeting Room Revenue for Building Maintenance Staffing Needs

Case 2: Resolution to Address Building Maintenance Staffing Needs

Case 3: Discussion Regarding 2013 Union Contract Negotiations for AFSCME, LELS-Patrol and LELS-Sergeants (Discussion Closed to the Public)

Notification:

See the attached Personnel Committee packet from February 12, 2013 for additional detail.

Recommendation:

Case 1: The Personnel Committee did not make a recommendation, but rather this case will be discussed by the City Council at an upcoming Work Session.

Case 2: The Personnel Committee recommended hiring Mr. Jeff Strelow as a regular part-time building maintenance worker, effective February 27, 2013, at step 1 of the 2012 wage scale @\$15.99 per hour for 20 hours per week; with the option to work up to 30 hours per week on occasion, as necessary, as determined by the Public Works Superintendent and approved by the City Administrator. All other personnel policies would apply and Mr. Strelow would be subject to a 6-month probation.

Case 3: The Personnel Committee provided staff with a suggested course of action for moving ahead with the 2013 contract negotiations.

Funding Source:

Case 1: Not applicable.

Case 2: The annual salary for this position scheduled at 20 hours per week, at step 1 of the 2012 wage scale is \$20,864 (wages and mandatory benefits). With the savings from the plowing contract and additional room rental revenue, no additional funding is required.

Case 3: Not applicable at this time.

Council Action:

Case 1: No action is necessary at this time.

Case 2: Motion to adopt resolution #13-02-051, confirming the recommendation of the Personnel Committee to hire Mr. Jeff Strelow as a regular part-time building maintenance worker, at step 1 of the 2012 wage scale @\$15.99 per hour for 20 hours per week; with the option to work up to 30 hours per week on occasion, as necessary, as determined by the Public Works Superintendent and approved by the City Administrator.

Case 3: No action is necessary at this time.

Attachments

Personnel Committee Packet from 02-12-13

PC Draft Minutes 02-12-13

Resolution

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	02/21/2013 07:55 AM
Form Started By: Colleen Lasher		Started On: 02/19/2013 09:32 AM
	Final Approval Date: 02/21/2013	

City of Ramsey
Agenda
Personnel Committee
Tuesday February 12, 2013
5:00 pm
Lake Itasca Room, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Citizen Input**
- 3. Approve Agenda**
- 4. Committee Business**
 1. Discuss Municipal Center Meeting Room Revenue for Building Maintenance Staffing Needs
 2. Consider a Resolution to Address Building Maintenance Staffing Needs
 3. Discussion Regarding 2013 Union Contract Negotiations for AFSCME, LELS-Patrol and LELS-Sergeants (Discussion Closed to the Public)
- 5. Adjournment**

Personnel Committee

4. 1.

Meeting Date: 02/12/2013

By: Mark Riverblood, Engineering/Public Works

Title:

Discuss Municipal Center Meeting Room Revenue for Building Maintenance Staffing Needs

Background:

At the regular Personnel Committee meeting on Tuesday, January 22, 2013, the Committee discussed hiring a part-time building maintenance worker for tasks and coverage at the Municipal Center. As the attached (draft) meeting minutes attest, discussion relating to the need for the position was identified as driven in large part by public demand for meeting space within City Hall.

The consensus of the Committee was to table the case until more information was brought back to the next Personal Committee meeting with information relating to existing revenue generated by meeting room rental - as well as proposals for better alignment between the real cost of providing the public rooms, with the cost of maintenance.

Notification:

Observations/Alternatives:

Staff is in the process of updating several facility use policies with attendant rental rates; with the park and tournament policies on City Council's consent agenda for February 12th, 2013.

Pursuant to the Personnel Committee's direction, Staff has revised the proposed rate schedule for meeting rooms at the Municipal Center as part of the general facility use policy revisions. Attachment #2 is Staff's recommended 'MUNICIPAL CENTER FACILITY USE & RENTAL POLICY'. The rental rate schedule has been modified considerably to provide more options in matching users with logical room rental rates. Additionally, there would be a 'new' Minimum Maintenance Fee proposed for those users whose room rental is waived (non-profits and business networking groups). Further, general *resident* meeting room rates are proposed to be *lower*.

Lastly, the schedule also lists new fees; a one-time audio visual if requested by the users, and an after hours/weekend rate. The table representing the above proposed changes is on page 3 of the attachment, with 'after hours' clarified in the paragraph below it.

The existing Municipal Center facility use policies and fees are contained within attachment #3 for reference. As a point of clarification, the Personnel Committee is not being asked to approve the facility use policy or fee structure per se, but is receiving it so as to demonstrably see that a modest and rational change in the city's rental use can make up the approximate \$3,000 funding gap for the part-time building maintenance position. Perhaps equally important, the proposed new rental rates and charges more accurately reflect the true cost of serving the public for City Hall's rooms for rent.

It is anticipated that the proposed MUNICIPAL CENTER FACILITY USE & RENTAL POLICY would be placed on the February 26, 2013 City Council work session for discussion, with the policy adopted by Council at the regular City Council meeting that evening; as well as the authorization to fill the part-time building maintenance position.

Recommendation:

Staff will be recommending City Council approval of the proposed facility use policy and rates changes; and accordingly, would recommend that future revenue from these improvements be considered as a funding source for the part-time building maintenance position.

Funding Source:

This case does not require funding, but rather identifies future funding for the following case on the Committee's agenda.

Please see Management Analyst Patrick Brama's revenue projections (attachment #4) for the rental rates if/when adopted by City Council - the summary of which is as follows:

- Adding a minimum maintenance fee for non-profits and business networking groups of \$5 nets an estimated \$3,156.
- Adding an audio visual (technical and set up) fee for those users requesting it nets an estimated \$576 annually.

The above estimates are somewhat conservative, and the **after hours rates are not included in the annual revenue forecast below**. Using these numbers, and assuming that room rentals (for paying individuals and entities) are the same for future years as 2012, Staff estimates the total meeting room revenue for the Municipal Center to be a minimum of \$6,732 annually, (or as high as \$7,521, excluding after hours fees), if the proposed changes are approved by City Council.

Council Action:

No action is needed at this time. Subsequent action will be based on the City Council's discussion at the February 26, 2013 work session.

Attachments

- (Draft) Personal Comm. Mtg Minutes
 - Proposed Municipal Center Room Reservation Policy
 - Current Municipal Center Policy
 - Revenue projections
-
-

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	02/06/2013 11:37 AM
Diana Lund	Diana Lund	02/06/2013 03:47 PM
Colleen Lasher	Colleen Lasher	02/06/2013 10:07 PM
Kurt Ulrich	Kurt Ulrich	02/07/2013 02:15 PM
Form Started By: Mark Riverblood		Started On: 02/05/2013 11:40 AM
Final Approval Date: 02/07/2013		

**PERSONNEL COMMITTEE
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Personnel Committee conducted a regular meeting on Tuesday, January 22, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jason Tossey
 Councilmember Randy Backous
 Councilmember Mark Kuzma

Also Present: City Administrator Kurtis Ulrich
 Human Resources Manager Colleen Lasher
 Fire Chief Dean Kapler
 Police Chief James Way
 Public Works Superintendent Grant Riemer
 Development Services Manager Timothy Gladhill
 Management Analyst Patrick Brama
 Interim Engineer Shane Nelson
 Mayor Sarah Strommen (Alternate)
 Councilmember David Elvig
 Councilmember John LeTourneau
 Councilmember Chris Riley

1. CALL TO ORDER

Councilmember Tossey called the regular meeting of the Personnel Committee to order at 5:01 p.m.

2. CITIZEN INPUT

There was none.

3. APPROVE AGENDA

Motion by Councilmember Backous, seconded by Councilmember Kuzma, to approve the agenda as submitted.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Backous and Kuzma.
Voting No: None.

4. COMMITTEE BUSINESS

4.01: Consider a Resolution to Select a Chairperson and Alternate Chairperson for the Personnel Committee

Councilmember Tossey called for nominations for Personnel Committee Chairperson.

Motion by Councilmember Backous, seconded by Councilmember Kuzma, to recommend the City Council adopt the Resolution Appointing Councilmember Tossey as 2013 Personnel Committee Chairperson.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Backous and Kuzma. Voting No: None.

Chairperson Tossey called for nominations for Personnel Committee Alternate Chairperson.

Motion by Chairperson Tossey, seconded by Councilmember Backous, to recommend the City Council adopt the Resolution Appointing Councilmember Backous as 2013 Personnel Committee Alternate Chairperson.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Backous and Kuzma. Voting No: None.

4.02: Consider a Resolution to Accept a Paid-on-Call Firefighter's Resignation

Human Resources Manager Lasher reviewed the staff report and recommendation of Fire Chief Kapler to accept the resignation of Cory Helgoe and recruit for this position upon the next regular Firefighter recruitment.

Motion by Councilmember Kuzma, seconded by Chairperson Tossey, to recommend that the City Council adopt the Resolution confirming the recommendation of the Personnel Committee to accept paid-on-call Firefighter Cory Helgoe's resignation and to recruit for this position upon the next regular Firefighter recruitment.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Kuzma and Backous. Voting No: None.

4.03: Consider 2013 Fire Officer Selections

Fire Chief Kapler reviewed the staff report and recommendation for 2013 Fire Officer selections, noting the terms are staggered to assure Fire Department stability and firefighter opportunity. He explained why one position for Lieutenant 3 will remain vacant at this time. It was noted that while there is a financial impact, there is not a budget impact.

Councilmember Backous requested additional detail on the role of the Captain Lieutenant.

Fire Chief Kapler explained there are administrative responsibilities, requiring monthly reports, in addition to command responsibilities. An educational requirement was added several years ago, which he thinks also shows the gauge of the firefighter's desire for the position.

Councilmember Kuzma asked who acts as command when a call is received.

Fire Chief Kapler explained the Chief Officers, when available, respond. In addition, they rotate through positions to create a duty officer response with the goal of getting them into a command position, which has worked out well.

Councilmember Backous asked who is assuming the duties of the Lieutenant 3 position.

Fire Chief Kapler stated the first meeting of the officers was held several weeks ago and those duties were divided amongst others. He stated it is his goal to recruit for that position this year.

Chairperson Tossey asked if the educational requirement is on the firefighter's own time.

Fire Chief Kapler explained the Fire Department pays for the class but it is on the firefighter's own time.

Human Resources Manager Lasher asked if the Personnel Committee would be open, in the interest of staff time, to not have the case come back for additional consideration once Fire Chief Kapler identifies a Lieutenant 3 in consultation with the City Administrator.

Councilmember Backous asked if the case would be considered as a Council Consent Agenda item.

Human Resources Manager Lasher answered in the affirmative.

The consensus of the Personnel Committee was that the case would not have to come back for additional consideration.

Motion by Councilmember Kuzma, seconded by Chairperson Tossey, to recommend that the City Council accept Fire Chief Kapler's recommendation for 2013 Fire Officer Selections.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Kuzma and Backous. Voting No: None.

4.04: Consider a Resolution to Approve the 2013 Non-Union Health Insurance Contributions and Non-Union Cost of Living Adjustments

Human Resources Manager Lasher reviewed the staff report and options for 2013 health and life insurance and cost of living adjustment for the City's 21 non-union employees.

Councilmember Backous asked what are the numbers for each health option.

Human Resources Manager Lasher stated this is the second year in a row with zero enrollment in the 100% co-pay plan. The City's options are locked on that plan to promote more consumer driven health care choices. She advised that of employees enrolled in the single plan, about 75% take the highest deductible option of \$4,000. The City covers the cheapest single premium in

full. Human Resources Manager Lasher advised a handful of employees take the \$1,500 deductible but for employees not claiming single (employee plus spouse/children/family) the \$2,500 plan is popular.

Councilmember Backous stated it is supported by the employee because each gets a contribution of almost \$2,000 into their Health Reimbursement Account (HRA).

Human Resources Manager Lasher explained the amount of HRA contribution is a City decision and had been based on the deductibles and indexed each year. Ramsey has been with an HRA for six years.

Councilmember Backous asked whether employees understand an HRA is the City's money, not like a Health Savings Account (HSA) where the funds go with the employee.

Human Resources Manager Lasher clarified the money going into the HRA is the employee's money, even though not an HSA.

Councilmember Backous explained HRAs are more of an accounting entry and the funds stay with the employer so that aspect needs to be discussed.

Chairperson Tossey noted an HSA is a savings account so it is employee funded. An HRA involves reimbursement of the employee's expenses, once submitted.

Councilmember Backous stated he is 100% against offering the ability to opt out because they are voluntary benefits. If the employee does not take the benefit, he would oppose paying them.

Councilmember Kuzma asked whether there is a savings to the City when employees opt out.

Human Resources Manager Lasher explained it would be an estimate because the City does not know what an employee will decide to do, but she believed it would be a savings to the City of \$2,200.

Chairperson Tossey stated he had been approached by a retired police officer about this matter and asked if there is a penalty if each spouse has insurance.

Councilmember Backous explained that type of restriction probably involved a coordination of benefits clause written into the insurance plan.

Councilmember Kuzma stated it is a benefit if you are an employee and if the employee does not want the benefit, he would not oppose them receiving a cash check if it results in a savings to the City.

Human Resources Manager Lasher advised the City has these rates as long as it stays with LOGIS because it will remain in the large group. It would only be a consideration if the City decides to leave LOGIS and less than 50 people are covered.

Councilmember Backous felt offering an opt out could endanger the City's ability to get group rates and philosophically he found it wrong to pay people for not taking a voluntary benefit. He noted if it saves the City money, those funds can be better used elsewhere.

City Administrator Ulrich noted another option is to not offer a cash benefit but a contribution to the HSA or different coverage such as deferred compensation.

Councilmember Backous stated another option is to offer more life insurance.

City Administrator Ulrich stated the City needs to be careful if LOGIS changes and an employee is penalized if they opt out.

Chairperson Tossey asked how the employee would have an HRA if not accepting the benefits. He stated he does not want to jeopardize the City's future coverage or impact the employee's coverage, but he would support an opt out if it is cheaper for the City in the long run.

Motion by Councilmember Backous, seconded by Councilmember Kuzma, to recommend that the City Council adopt the Resolution to increase the non-union wage scale by one percent.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Backous and Kuzma. Voting No: None.

Motion by Councilmember Backous, seconded by Chairperson Tossey, to recommend that the City Council adopt Resolution #13-01-XXX to approve the non-union City's health insurance contributions as detailed in the staff report.

Further discussion: Councilmember Backous pointed out that the City's health insurance plan is a "very rich plan" and a good benefit to employees. It is not a typical type of plan and he would like employees to be aware of that fact. Human Resources Manager Lasher stated her understanding that this rate structure, among municipalities, is common and that the private sector is completely different. Councilmember Backous stated he supports the plan since the City needs to compete for municipal employees.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Backous and Kuzma. Voting No: None.

Chairperson Tossey asked the Committee to next discuss the option to waive health insurance in exchange for a cash benefit (opt out). He asked if this needs to be decided tonight.

Human Resources Manager Lasher explained it does not need to be acted on tonight but in order to make this change, it would be a mid-year election/policy change. She stated she has consulted with the City's benefit broker in case employees want to make this qualified status change. Human Resources Manager Lasher noted that many employees have spouses with benefit years renewing February 1 so their spouses are now in open enrollment, which would be the best time to allow them to take advantage. Otherwise, employees cannot take advantage until 2014 unless there is a status change.

Councilmember Backous pointed out that if the spouse's employer's coverage changes significantly, a status change is allowed. He asked if the City has noticed any problem by not offering a cash payment in lieu of benefits.

Human Resources Manager Lasher advised that employees have wanted this option for a long time and in some cases, depending on their spouse's plan, there is either first dollar coverage or there is not. With the police officer who wanted this benefit, it was because if the officer stayed on the City's plan, he was forced to meet the \$4,000 deductible before his spouse's plan would pick up anything.

Councilmember Backus stated the City cannot control the benefit their spouse receives.

Chairperson Tossey indicated the City has 12 employees already grandfathered in that get \$290 and asked how many more employees there will be.

Human Resources Manager Lasher advised that one more is currently waiving but does not get the benefit. In administration, she knows of three more.

Councilmember Backous noted the opt out results in the City paying the spouse's premiums and puts that risk on someone else. In addition, it takes the employee out of the City's pool, possibly hurting the City's status and rates.

Councilmember Kuzma stated he favors offering the opt out with the caveat that the employees agree to come back if the City faces financial detriments as a result of offering credit in lieu of coverage.

Human Resources Manager Lasher noted the City is locked in through the end of 2016.

Chairperson Tossey stated the City could try this alternative and if there is an impact, change it.

Councilmember Backous cautioned the Committee that from a benefits standpoint, it is easy to give things but difficult to take them away.

Chairperson Tossey stated he would support allowing the opt out with the added language suggested by Councilmember Kuzma.

Motion by Councilmember Kuzma, seconded by Chairperson Tossey, to recommend that the City Council adopt the Resolution to offer the option to waive health insurance in exchange for a cash benefit conditioned on the employee agreeing to come back if the City faces financial detriments as a result of offering credit in lieu of coverage.

Further discussion: Human Resources Manager Lasher advised that a few employees take the benefit only for VEBA since it is \$130/month.

Motion carried. Voting Yes: Chairperson Tossey and Councilmember Kuzma. Voting No: Councilmember Backous.

4.05: Consider a Resolution to Address Building Maintenance Staffing Needs

Human Resources Manager Lasher reviewed the staff report and recommendation to approve hiring Jeff Strelow as a regular part-time building maintenance worker, at Step 1 of the 2012 wage scale of \$15.99 per hour for 20 hours per week; with the option to work up to 30 hours per week, as determined by the Public Works Superintendent and approved by the City Administrator. All other personnel policies would apply and Mr. Strelow would be subject to a six-month probation.

Councilmember Backous asked what the City could do without as far as building maintenance tasks, such as not vacuuming as often.

Public Works Superintendent Riemer explained the main focus is coverage to offer to the public, not the activities, since someone needs to be in the building if meeting room spaces are in use.

Councilmember Backous asked about the City's policy to use City Hall meeting space.

Public Works Superintendent Riemer stated the City charges \$75 for the Lake Itasca Room if a resident and \$100 if not a resident. If after hours or on a weekend, there is an additional \$54/hour charge plus the rental rate.

Councilmember Backous asked how those rental rates compare to the City's maintenance expense.

City Administrator Ulrich noted the rental fee is waived for non-profits and community groups, which comprises a large percentage of the users.

Councilmember Backous stated if the non-profits/community groups are not within Ramsey, he felt the City should reconsider whether the rental fee should be waived.

Human Resources Manager Lasher answered the member's questions related to the salary and benefits that had been factored into the cost.

Councilmember Backous asked where rental revenues are deposited.

City Administrator Ulrich advised rental revenues go into the General Fund.

Councilmember Backous suggested rental revenues be used to fund building maintenance staffing needs.

Chairperson Tossey agreed since this position was not considered in the 2013 budget and will be a regular employee position. He stated he would like to know the rental revenues received when City Hall rooms are rented.

Councilmember Backous stated if the rental rates need to be adjusted, that can be considered.

Chairperson Tossey stated he cannot support this case until the Personnel Committee has more information on rental revenues.

With regard to reducing maintenance services, Police Chief Way noted a lot of people track into and out of the City Hall each day and if the flooring is not vacuumed regularly, the wear and tear on the carpet will be incredible. He noted if the maintenance staff is here, they are working on those tasks.

Chairperson Tossey indicated if this employee position is approved, he wants all rental fee revenue to go towards this expenditure.

City Administrator Ulrich asked whether staff should look at the rental rate fees in addition to the Rental Policy.

The Personnel Committee indicated in the affirmative, noting that report should be presented to the City Council.

Chairperson Tossey stated consideration of this item will be tabled until additional information is available.

4.06: Consider a Resolution to Recruit for an Economic Development Manager

Human Resources Manager Lasher reviewed the staff report, findings of the needs analysis, and recommendation to slightly restructure this position from Economic Development & Marketing Manager to Economic Development Manager to allow focus on economic development. Human Resources Manager Lasher recommended staff be authorized to begin the recruitment process for this position, noting funding is included in the 2013 budget.

Chairperson Tossey asked if this person would also be the new HRA Executive Director.

City Administrator Ulrich stated that is not necessarily part of this consideration but is a possibility since it would be 60% funded from that source.

Chairperson Tossey stated he would like the City Administrator to be focused on administration, not HRA/EDA activities. He stated this position was budgeted in 2013 but he wants to assure it includes HRA activities.

City Administrator Ulrich stated HRA is not currently in the job description, but it could be added since it is anticipated the position will work with the HRA. He stated the skills will include technical, real estate and development, and ability to negotiate and close real estate deals.

Chairperson Tossey noted the EDA paid some salary for the former HRA Executive Director and while he would like the HRA to be “gone,” in the mean time he wants to assure this position can take over that role. That was his intention when he supported including it in the 2013 budget.

Councilmember Backous asked if the City is being realistic in expecting to attract an employee with development and real estate abilities at a salary of \$67,000 (\$32/hour) plus 30% for benefits.

Human Resources Manager Lasher stated that is a great question. She noted the recommendation is Step 1 of the scale, which is competitive, but in order to retain Mr. Backman, he was hired at Step 3.

Chairperson Tossey asked Mayor Strommen for comment.

Mayor Strommen shared the concern that at this salary, the City may not be able to recruit an employee with this level of experience, assuming they may take on HRA Executive Director and Development Manager responsibilities.

Human Resources Manager Lasher stated it is based on the market but she would have the option, if desired, to advertise the position with a full salary range to generate more interest.

Motion by Councilmember Backous, seconded by Councilmember Kuzma, to recommend that the City Council adopt the Resolution authorizing staff to begin a recruitment process for an Economic Development Manager and advertise the full salary range to generate more interest.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Backous and Kuzma.
Voting No: None.

4.07: Consider a Resolution Regarding a Leave of Absence (Portions of this discussion were closed to the public)

Human Resources Manager Lasher reviewed the staff report. She advised that under Minnesota Statutes, the meeting can move into closed session to discuss personnel issues. She indicated the closed session discussion will relate to reauthorization of a leave of absence. The closed session will be tape recorded and that tape will be maintained for a period of eight years.

Motion by Councilmember Backous, seconded by Councilmember Kuzma, to move to closed session to discuss personnel issues.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Backous and Kuzma.
Voting No: None.

The Personnel Committee meeting moved into a closed session at 6:03 p.m.

The Personnel Committee reconvened in open session at 6:14 p.m.

Motion by Councilmember Backous, seconded by Chairperson Tossey, to recommend that the City Council adopt the Resolution approving an additional leave of absence through May 31, 2013; the maximum amount of leave time allowed per the City's Leave of Absence Policy.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Backous and Kuzma.
Voting No: None.

4.08: Consider a Resolution to Authorize Staff to Recruit for a Replacement Patrol Officer Position from the Recent Patrol Officer Recruitment File

Human Resources Manager Lasher reviewed the staff report and recommendation to authorize staff to recruit for a Patrol Officer from the recent Patrol Officer recruitment file in order to fill the position left vacant by the officer on an extended leave of absence.

Motion by Councilmember Kuzma, seconded by Chairperson Tossey, to recommend that the City Council adopt the Resolution to authorize staff to recruit for a Patrol Officer from the recent Patrol Officer recruitment file at this time.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Kuzma and Backous.
Voting No: None.

COMMITTEE INPUT

None.

ADJOURNMENT

Motion by Councilmember Backous, seconded by Councilmember Kuzma, to close the regular meeting of the Personnel Committee.

Motion carried.

The regular meeting of the Personnel Committee adjourned at 6:18 p.m.

Respectfully submitted,

Colleen Lasher
Human Resources Manager

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

DRAFT

CITY OF RAMSEY
MUNICIPAL CENTER FACILITY USE & RENTAL POLICY

A. BACKGROUND:

The City of Ramsey owns and operates the Ramsey Municipal Center. The Municipal Center is located at 7550 Sunwood Dr. NW: Ramsey, MN 55303. The Municipal Center contains five (5) conference rooms available for use by the public or outside organizations.

Available rooms include: Alexander Ramsey, Lake Itasca, Mississippi River, Rum River and Trott Brook.

B. PURPOSE:

This policy establishes rules, regulations, definitions and a fee schedule that shall guide the use of available conference rooms located within the Ramsey Municipal Center.

C. ELIGIBLE USERS:

Eligible users are broken down into 4 groups (a) non-profit organizations, (b) for-profit organizations, (c) general public and, (d) Business networking groups.

- a. **Non-profit** organizations are charitable, governmental, or tax-exempt organizations that are formed for the purpose of fulfilling a mission to improve the common good of society rather than to acquire and distribute profits. Examples of non-profit and governmental organizations include (but are not limited to): youth organizations, 4-H, Lions Clubs, Rotary Clubs, beyond the yellow ribbon, religious institutions, government institutions, educational institutions, senior citizen clubs, etc. Proof of non-profit status is required.

Free community seminars on products or services a business sells shall not constitute non-profit status for renting rooms in the Ramsey Municipal Center. For example, free insurance educational training from an insurance firm. These types of businesses shall be considered for-profit. The physical sale or transaction of goods or services is not allowed within the Municipal Center.

- b. **For-profit** organization. These organizations include attaining a profit as part of their mission. Ramsey businesses shall receive lower room rates than non-Ramsey businesses. Said businesses must have completed their Business Registration Certificate (BRC) with the City of Ramsey for the current year to be eligible. All businesses shall be registered with the Minnesota State Department.

For-profit organizations can have a nonprofit meeting; and therefore would not have to pay for-profit fees. Examples of these meetings include a for-profit organization sponsoring a blood drive, a food donation event, cancer fundraiser, etc. The physical sale or transaction of goods or services is not allowed within the Municipal Center.

- c. **Business networking groups** hold meetings with the intent of developing and attaining business leads to increase their market presence. The business applying for a room must be a Ramsey Business. Said businesses must have completed their Business Registration Certificate (BRC) with the City of Ramsey for the current year to be eligible. All businesses shall be registered with the Minnesota State Department.

At least half of all participating businesses must be Ramsey businesses. A minimum of four (4) businesses must be present to constitute a business networking meeting. The physical sale or transaction of goods or services is not allowed within the Municipal Center.

- d. **General public** is anyone who does not fall under the non-profit, for-profit and business networking groups. The physical sale or transaction of goods or services is not allowed within the Municipal Center.

In cases where it is not clear whether a group or organization merits a certain status, the City of Ramsey personnel shall make a determination. Proof of non-profit status, business registration, driver's license and/or additional information may be requested to assist in this determination.

D. APPLICATION:

Applications for nonprofit, for-profit organizations, general public and business networking groups must be filled out and submitted a minimum of (5) five days prior to the proposed date of rental. Reservations may be made no more than one (1) year in advance with the exception of annual lease agreements.

The permit to utilize a room within the Municipal Center is valid only for the date, time and person specified in an approved application.

E. AVAILABLE ROOMS:

The following facilities may be available for rent:
(Maximum capacity in parenthesis)

Alexander Ramsey Room (100)
Lake Itasca Room (55)
Mississippi River Room (10)

Rum River Room (10)
Trott Brook Room (10)

F. PRIORITY OF USE:

The need to conduct City business takes precedence over any reservation, paid or unpaid. Paid reservations will be rescheduled if possible or refunded if City business replaces said reservation. All remaining reservations will be first come first serve with a completed application.

G. FEES AND DEPOSITS:

(See table on next page)

**RAMSEY MUNICIPAL CENTER
CONFERENCE ROOM RENTAL RATES (dollars)**

	Non Profit	For Profit		Business Networking Groups	General Public	
		Resident	Non Resident		Resident	Non Resident
STANDARD ROOM FEES						
Alexander Ramsey Room	-	100	125	-	50	125
Lake Itasca Room	-	75	100	-	30	100
Trott Brook, Rum River, Mississippi	-	50	75	-	20	75
MINIMUM MAINTENANCE FEE						
Alexander Ramsey Room	5	-	-	20	-	-
Lake Itasca	5	-	-	15	-	-
Trott Brook, Rum River, Mississippi	5	-	-	10	-	-
ADDITIONAL FEES						
Audio Visual Fee (as requested)	5	15	15	15	10	15
After Hours/Weekend Hourly Rate	54	54	54	54	54	54
Deposit (every user, every room)	100	100	100	100	100	100

In order to meet the coordination, facilitation, and maintenance costs which result from continued use of the Municipal Center the above fee schedule has been developed.

After-hour/weekend hourly rate

The after hour fee is charged only when the Municipal center is rented out after regular hours. Regular hours are Monday-Thursday: 7:00 a.m.-9:30 p.m. and Friday: 7:00 a.m.-4:30 p.m.

Audio/visual equipment use fee

A staff member must be present whenever City owned audio and visual equipment is unlocked. Projection screens are provided in most conference rooms at no cost to the user. Two (2) days' notice must be given prior to the event for use of City owned audio and visual equipment.

\$3.00/pot/Coffee Service

Coffee service available in the Alexander Ramsey Room and Lake Itasca Room. The fee for use is set annually by City Council resolution. Coffee must be purchased from the City for use in the coffee service.

Outside percolators, coffee pots, or similar equipment may not be brought in for use in the Alexander Ramsey Room or Lake Itasca Room. No storage of equipment is allowed in the Alexander Ramsey Room or Lake Itasca Room kitchen by outside groups.

Deposit

Deposit will be returned upon satisfactory inspection after the event.

Refundable damage deposit fees will be charged to all groups using the facilities. Damage deposit payments are not held, they are deposited and a check from the City is issued at the time of the refund. This deposit will be returned upon satisfactory inspection after the event.

Groups entering into one year lease or renting a facility for more than one event can roll the damage deposit forward until termination of the lease or the end of the scheduled events. This deposit will be reviewed and adjusted periodically by Council resolution.

It is the responsibility of the group utilizing the facility to set up tables and chairs as desired, clean up the area used, and turn off all lights before leaving the facility. The need for additional cleaning or other maintenance could result in the City's retention of all or a part of the damage deposit.

H. HOURS AND DAYS OF USE:

The Ramsey Municipal Center is available for use by the public Monday-Thursday and Friday during City office hours only. The Ramsey Municipal Center is available for use during the following times:

Monday-Thursday: 7:00 a.m.-9:30 p.m.
Friday: 7:00 a.m.-4:30 p.m.

Conference rooms are not available when the Municipal Center is closed in observance of the following holidays:

New Year's Day, Martin Luther King, Jr., President's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve and Christmas Day.

An hourly fee will be charged to groups using the facility after hours and weekends or beyond the allotted times listed above. After hour and weekend use will be approved at the discretion of the Building Maintenance Supervisor; and must be approved seven (7) days prior to event. For more information please contact the building maintenance supervisor.

I. CANCELLATION:

There will be no refunds due to inclement weather. However, full refunds will be available for cancellations made at least two working days (Mon-Fri) prior to the scheduled event. No refunds will be issued if cancellation is not made at least two working days prior to the event.

J. CLEAN-UP AFTER USE

General clean-up of the facility is the responsibility of the applicant. If any item such as confetti is thrown in a conference room, your group is responsible for cleaning up said material. All trash and recycling should be thrown away in the correct bins.

Additionally, if a conference room is not cleaned up, the cost the City incurs will be assessed to applicant from their deposit.

K. USE OF FURNITURE AND EQUIPMENT:

Chairs and tables may be moved within the room in which they are located, but not moved from room to room. Conference tables **must not be moved**, with the exception of the tables in the Alexander Ramsey Room. Please do not lock the tables in place. City staff will not perform room set-up duties for outside users of the facility. All furniture and equipment should be used for its intended purpose. If some furniture is in use prior to and during the event, it may not be used at the event (e.g., a table holding a display or appliance may not be used for some other purpose.)

L. FOOD AND BEVERAGES:

Food and beverages may only be served and/or consumed in the Alexander Ramsey Room and the Lake Itasca Room. Food and beverages may not be consumed in the remaining Municipal Center Conference Rooms. (Mississippi River Room, Rum River Room, and Trott Brook Room).

Coffee service available in the Alexander Ramsey Room and Lake Itasca Room. The fee for use is set annually by City Council resolution. Coffee must be purchased from the City for use in the coffee service. Outside percolators, coffee pots, or similar equipment may not be brought in for use in the Alexander Ramsey Room or Lake Itasca Room. No storage of equipment is allowed in the Alexander Ramsey Room or Lake Itasca Room kitchen by outside groups.

M. CHILDREN:

Children need to be supervised at all times by an adult and never left alone outside of conference rooms. Children need to be inside conference rooms with applicant. No one should be able to hear your meeting in the hallways.

N. ARTS AND CRAFTS:

No glue or hot glue guns are allowed in Municipal Center conference rooms.

O. POSTERS:

You may hang posters around the Municipal Center the day of the event for directional purposes. This must be coordinated with the building maintenance supervisor and blue painters tape must be used.

P. SMOKING:

All municipal facilities are public buildings and are smoke free. Smoking is not permitted in any City facility or on the Municipal Center Campus or Municipal Parking Facility.

Q. PETS AND ANIMALS:

No pets or animals are allowed into the Municipal Center or conference rooms. Animals will only be allowed if needed for a health reason.

R. STORAGE:

The Municipal Center is not to be used for storage of equipment or supplies. Items, equipment and supplies must be removed after each meeting.

S. ALCOHOL OR CONTROLLED SUBSTANCES:

Except by permit or license, no person shall consume intoxicating liquor or 3.2 percent malt liquor in a public park, on any public street, sidewalk, parking lot or alley, or in any public place other than on the premises of an establishment licensed under chapter 6 or where the consumption and display of liquor is lawfully permitted. The selling and consumption of alcoholic beverages may be allowed on the premises if a special events permit is obtained and approved by City Council. For more information please contact our City Clerk.

T. FIREARMS:

All firearms need to be pre-approved with this permit before they will be allowed on the premises. For more information please contact the Police Department.

U. SEVERE WEATHER/EMERGENCY:

In the event of an emergency and severe weather, building maintenance staff has the authority to suspend all activity within the facility and evacuate all individual to the nearest emergency shelter. Police Department Locker Rooms shall serve as the Emergency Shelter for the Municipal Center.

V. USE OF CANDLES AND OPEN FLAME:

Candles may not be used without the prior approval of the City's Fire Marshal. There is no open flame allowed in the Municipal Center. For more information please contact the Fire Marshall.

W. LIABILITY FOR DAMAGE:

Users of conference rooms as an individual and as a group are liable for any damage to public or private property or injury to any person resulting from the use or presence at the facilities. If damage is found the group will forfeit the deposit and pay the cost of all damages and repairs needed. A conviction of vandalism can result in up to a \$1000 fine and/or 90 days in jail.

X. SPECIAL EVENTS PERMITS:

Please note that a special event permit will be required for all events where alcohol is sold or consumed, and/or there will be amplified music. The application must be submitted a minimum of 30 days prior to the event requested. Please allow sufficient time for processing of the permit, as special event permit must appear before the City Council. For more information please contact our City Clerk.

*This facility Use and Rental Policy was adopted by Ramsey City Council on September 27, 1994 amended on May 27, 2003, amended November 14, 2006, amended January 23, 2007, amended May 22, 2007, amended July 27, 2010



FACILITY USE PERMIT
(Amended July 27, 2010)

Name:		Date of Application:	
Address:		E-mail:	
Phone (W):		Phone (C):	
Phone (H):		Phone (F):	
Representing Organization:			
Date of Event:		Start Time:	End Time:
Purpose:			

MUNICIPAL CENTER HOURS OF USE:

Monday-Friday: 7:00 a.m. to 9:30 p.m.

Friday: 7:00 a.m.-4:30 p.m.

After hours and weekend use must be coordinated with Building Maintenance Supervisor.

Facility Requested (capacities in parenthesis):

- Alexander Ramsey Room (100)
 Mississippi River Room (10)
 Rum River Room (10)
 Lake Itasca Room (55)
 Trott Brook Room (10)

CENTRAL PARK HOURS OF USE

Monday-Sunday: 7:00 a.m. to 10:00 p.m.

Facility Requested (capacities in parenthesis):

- Park Center Building (74)
 Park Center Shelter
 Concession Building
 Large Shelter Area
 Other: _____

RAMSEY AMPHITHEATER HOURS OF USE

Monday-Sunday: 7:00 a.m. to 10:00 p.m.

Facility Requested (capacities in parenthesis):

Ramsey Amphitheater (300)

MUNICIPAL CENTER RENTAL RATES

Room (Capacity)	<u>Resident</u>	<u>Non-resident</u>
<u>Alexander Ramsey Room (100)</u>	<u>\$100.00</u>	<u>\$125.00</u>
<u>Lake Itasca Room (55)</u>	<u>\$75.00</u>	<u>\$100.00</u>
<u>Mississippi River Room (10)</u> <u>Rum River Room (10)</u> <u>Trott Brook Room (10)</u>	<u>\$50.00</u>	<u>\$75.00</u>

Rate charge is per event

CENTRAL PARK RENTAL RATES

	<u>Resident</u>	<u>Non-resident</u>
<u>Park Center Building (74)</u>	<u>\$95.00</u>	<u>\$125.00</u>

Rate charge is per event

RAMSEY AMPHITHEATER RENTAL RATES

	<u>Resident</u>	<u>Non-resident</u>
<u>Ramsey Amphitheater (300)</u>	<u>\$50.00</u>	<u>\$75.00</u>

Rate charge is per hour (3 hour minimum)

RENTAL FEES: _____

BASE FEES: Fees must be paid at time of application.

\$100.00 damage deposit (resident and non-resident)

\$55.00 key deposit (Central Park only) (resident and non-resident) _____

ADDITIONAL FEES: Fees must be paid at time of application (applies only to use of the Ramsey Municipal Center).

\$54.00/hour after-hour/weekend fee

\$54.00/hour audio/visual equipment use fee

Total Amount: _____

Receipt Number: _____

THE USE OF THESE FACILITIES REPRESENTS A PRIVILEGE AND MAY BE REVOKED AT ANY TIME WITH OR WITHOUT PRIOR NOTICE BY THE CITY COUNCIL OR CITY ADMINISTRATOR.

I, the undersigned, have read and understand the Priorities of Use and Rules of Use listed in the Facility Use and Rental Policy. I understand that a violation of these rules may result in forfeiture of any deposits and additional liability for damages. I also understand that I am responsible to report any vandalism or abuse to the Ramsey Police Department. It is agreed by the parties hereto that those individuals included in the above group will hold the City of Ramsey harmless for any damages or personal injury incurred as a result of the use of this facility by those individuals.

User Signature: _____

CITY OF RAMSEY:

Date: _____

By: _____

FOR CITY USE ONLY

Inspected By:

Date:

Comments

Date Paid:

Check #:

Receipt #:

Key Returned:

Data

USE OF MUNICIPAL CENTER ROOMS

	Non Profit Users	For Profit Users	Gross Users	Government Users	NET Users (-gov)	AV Users
Alexander Ramsey	342	22	364	18	346	48
Lake Itasca	296	2	298	90	208	24
Trott Brook	79	3	82	5	77	12
Rum River	112	0	112	7	105	6
Mississippi	118	4	122	7	115	6
	Non Profit Users	For Profit Users	Gross Users	Government Users	NET Users (-gov)	AV Users
SUB TOTAL	947	31	978	127	851	96

Today's Charges

FEE TABLE	Resident (inc. biz)	Non Resident (inc. biz)	Non Profit (inc. netwk.)
Alexander Ramsey	\$ 100.00	\$ 125.00	\$ -
Lake Itasca	\$ 75.00	\$ 100.00	\$ -
Trott Brook	\$ 50.00	\$ 75.00	\$ -
Rum River	\$ 50.00	\$ 75.00	\$ -
Mississippi	\$ 50.00	\$ 75.00	\$ -
Audio Visual Fee	\$ -	\$ -	\$ -
Maintenance/Clean Up	\$ -	\$ -	\$ -

NOTES/REV		
2012 Annual Revenues Total	\$	3,000.00
Gap created from new position	\$	3,000.00
Target Annual Revenues	\$	6,000.00

Proposed Charges

FEE TABLE	Non Profit		For Profit (Res)		For Profit (non-Res)		Biz Networking		General Pub (res)		General Pub (non-res)	
Standard Fee												
Alexander Ramsey	\$	-	\$	100.00	\$	125.00	\$	-	\$	50.00	\$	125.00
Lake Itasca	\$	-	\$	75.00	\$	100.00	\$	-	\$	30.00	\$	100.00
Trott Brook	\$	-	\$	50.00	\$	75.00	\$	-	\$	20.00	\$	75.00
Rum River	\$	-	\$	50.00	\$	75.00	\$	-	\$	20.00	\$	75.00
Mississippi	\$	-	\$	50.00	\$	75.00	\$	-	\$	20.00	\$	75.00
Minimum Maintenance Fee												
Alexander Ramsey	\$	5.00	\$	-	\$	-	\$	20.00	\$	-	\$	-
Lake Itasca	\$	5.00	\$	-	\$	-	\$	15.00	\$	-	\$	-
Trott Brook	\$	5.00	\$	-	\$	-	\$	10.00	\$	-	\$	-
Rum River	\$	5.00	\$	-	\$	-	\$	10.00	\$	-	\$	-
Mississippi	\$	5.00	\$	-	\$	-	\$	10.00	\$	-	\$	-
Additonal Fees												
Audio Visual	\$	5.00	\$	15.00	\$	15.00	\$	15.00	\$	10.00	\$	15.00

Net Change				
Estimated Annual Revenues		<i>(--20 percent)</i>		
Businesses (same as 2012)	\$	3,000.00	\$	3,000.00
Minimum Maint. Fee	\$	3,945.00	\$	3,156.00
A/V Fee	\$	576.00	\$	576.00
Annual Revenue	\$	7,521.00	\$	6,732.00

Personnel Committee

4. 2.

Meeting Date: 02/12/2013**By:** Colleen Lasher, Administrative Services

Title:

Consider a Resolution to Address Building Maintenance Staffing Needs

Background:

This case was presented at the January 22, 2013, Personnel Committee meeting. The consensus of the Committee was to table the case until more information was brought back to the Committee relating to possible alternative funding that may exist through the revenue generated by meeting room rental. The previous case detailed the City's current room rental revenue data and listed options for revising room rental fees to more accurately align with the City's actual costs.

In order to effectively serve the public's room rental needs, staff has determined that hiring a part-time Building Maintenance Worker (to work primarily in the afternoon and evening) is clearly the most efficient and economical option. This is especially relevant since the Building Maintenance Worker spends a considerable amount of time preparing for, assisting with, and cleaning-up after the use of Municipal Center meeting room space. The following information comes directly from the January 22, 2013 Personnel Committee case and provides the rationale for staff's request.

The City previously employed two full-time and one part-time building maintenance employees (2.5 FTE). As part of the voluntary early separate program, the part-time building maintenance worker retired on June 28, 2012. Then, the position was eliminated as part of the 2013 budget process. It was thought that any critical coverage needs could be handled by a low cost seasonal/temporary employee or, if necessary, from within the department. It was also thought that contracting out for Municipal Center snow removal (at a cost of \$16,850) would reduce the number of person-hours needed in Building Maintenance.

In July, Mr. Jeff Strelow, a parks seasonal worker was assigned to help cover some of the building maintenance needs on a part-time basis. In August, one of the two full-time building maintenance employees went out on leave due to a serious medical condition. At this point in time, the City entered into a Memorandum of Understanding (MOU) with AFSCME in order to maintain two full-time staff members covering the daily 16-hour shift. In September, the full-time building maintenance worker was authorized to return to work with restrictions. In November, he was cleared of all restrictions. However, by this time the Building Maintenance Supervisor was in need of using his vacation time, resulting in just two building maintenance staff again. At this time, the MOU has expired and Mr. Strelow is working through the notice of lay-off period.

In addition, the contract with the snow removal company was terminated due to lack of performance, transferring snow removal back to the building maintenance staff. The events that took place in the division over the late summer and Fall have served as somewhat of a trial period to see how the work would be completed.

It has become very apparent that the building maintenance function requires a minimum of 2.5 FTEs, for the following reasons: 1) Overtime pay has gone up by 40%, 2) snow removal responsibilities are back with the building maintenance staff, but the City saved \$13,480 out the \$16,850 contract due to early termination, 3) Coverage for the 16-hour shift with just two employees is unsustainable—especially considering the level of public meeting space use in the Municipal Center—as of January 15th the 2013 meeting schedule is already booked at 75% capacity of the available evenings, plus some Saturdays-see attached meeting schedule , 4) there is little opportunity for staff to schedule vacation time or to stay home if needed for illness, 5) 2.0 FTEs puts the City in a reactive mode in the event that either of the full-time staff require a day off.

Notification:

It may be of interest to the City Council to know that Mr. Strelow went through a competitive recruitment process and was given a contingent job offer by the City in February 2009. Unfortunately, the offer was rescinded just prior to City Council approval due to the economy. Since then, Mr. Strelow has worked as a parks seasonal worker each year and he enjoys working for the City. Per the MOU with AFSCME, if the City Council authorizes the City to fill this position, Mr. Strelow has recall rights to the building maintenance position; thereby eliminating the expense associated with an external recruitment process. It may also be of interest to the City Council to know that janitorial services were contracted out in the recent past and staff feels confident that a part-time City of Ramsey employee is the best option for both service and price. Previous City experience with contracted cleaning services was not good. In 2007, the City contracted with Carlson Building Services in the amount of \$38,830; which included 2 employees working a 5-hour shift, 3 days a week. There was little consistency among workers, the building maintenance supervisor took issue with the quality of work and necessary follow-up, and worker(s) attempted to work without having a background check completed, creating a security concern, especially in the Police Department.

Observations/Alternatives:

Alternatives: Leaving building maintenance coverage with just two full-time employees is not an option at the current level of service. Covering some of the janitorial tasks by contract could be considered. Staff contacted Leone's Cleaning Service in Anoka of for a bid on janitorial services that resulted in a bid price of \$43,716. If a cleaning service is hired (which is not in line with staff's recommendation), the lock-down of the building in the evening could possibly be performed by the Patrol staff, contingent upon the call volume or by other staff after evening meetings. However, this alternative would not be recommended for reasons mentioned above.

Recommendation:

To approve hiring Mr. Jeff Strelow as a regular part-time building maintenance worker, effective February 27, 2013, at step 1 of the 2012 wage scale @\$15.99 per hour for 20 hours per week; with the option to work up to 30 hours per week on occasion, as necessary, as determined by the Public Works Superintendent and approved by the City Administrator. All other personnel policies would apply and Mr. Strelow would be subject to a 6-month probation.

Funding Source:

The annual salary for this position scheduled at 20 hours per week, at step 1 of the 2012 wage scale, is \$20,864 (wages and mandatory benefits). With the savings from the plowing contract, the difference is \$3,370. However, based on the earlier room rental revenue discussion, there may very well be additional revenue to cover the remaining amount. If not, the Public Works Superintendent will make cuts to his 2013 seasonal staffing budget (currently budgeted at \$10,000) to fund the remaining balance and/or look for savings elsewhere in the Public Works budget.

Council Action:

Motion to recommend City Council adopt a resolution to approve hiring Mr. Jeff Strelow as a regular part-time building maintenance worker, at step 1 of the 2012 wage scale @\$15.99 per hour for 20 hours per week; with the option to work up to 30 hours per week on occasion, as necessary, as determined by the Public Works Superintendent and approved by the City Administrator.

Attachments

Eval. Criteria for Vacant Positions

Meeting Room Bookings

Form Review

Inbox
Kurt Ulrich

Reviewed By
Kurt Ulrich

Date
02/07/2013 02:22 PM
Started On: 02/05/2013 08:48 PM

Form Started By: Colleen Lasher

Final Approval Date: 02/07/2013

Evaluation Criteria for Vacant and New Positions

1. Is the position essential?

Essential positions are those that provide core public health and safety services; emergency and disaster assistance; and preservation of the essential elements of the City's financial activities.

*While the position of **Part-Time Building Maintenance** is not essential in terms of the definition above, it is essential in the maintenance and repair of our public buildings and grounds. This position would support our full time building maintenance staff in the maintenance and repair of the following buildings: City hall, Police department, Fire stations 1 and 2, the Public Works offices, Central Park warming house, park center building, municipal parking ramp, grounds maintenance at city hall and the old Municipal Center on NowThen Blvd.*

2. Is the position critical?

Critical positions are positions that are, for example, one-position job classes or positions with duties that cannot be modified, reassigned or eliminated. Detailed responses to the following questions will be required in determining whether or not a position is "critical" to providing high-quality services to residents, business owners and/or employees:

- Explain how this position is key to achieving the strategic goals identified by the City Council.

Though building maintenance is not listed as a strategic goal for 2012, the City of Ramsey's investment in public structures is substantial. The investment in government buildings is approximately \$26,000,000. The municipal center represents the City of Ramsey to our residents and to anyone visiting our city. With the Anoka County License center located in our building, the municipal center is a direct representation of our city to outside visitors.

- Can the duties be re-engineered or automated? Please explain

No, though many of the functions of the building systems are automated already, the duties of building maintenance include basic janitorial services, as well as grounds maintenance; those functions could not be automated or re-engineered.

- Can the duties be reassigned temporarily or permanently? Please explain.

The position cannot be permanently reassigned. To some degree, the public works department could fill in on a temporary basis during emergencies by helping out with the basic janitorial functions, opening or closing the building, etc. However, they are needed in the public works department to carry out the primary functions of their respective areas. As mentioned earlier, the municipal center uses highly automated computer controlled systems for most building functions, such as electrical, HVAC, and security. If another employee were to fill in on a regular basis, they would have to work alongside the full time staff for a period of time and be trained on numerous computer systems.

- Can the position remain unfilled temporarily or permanently? Please explain.

No. Simply stated, two full-time and one part-time employee is the bare minimum. As a result of having just two fulltime employees performing the work we are temporarily operating under a Memorandum of Understanding (MOU) with the AFSCME union. The MOU was necessary due to an emergency medical leave with the fulltime building maintenance employee earlier this year. When the MOU runs out in the near future, we will be operating with only two staff members to cover the 16 hour shift, with no coverage for vacation time, sick time, or occasional extra project that may arise.

- Can the position be filled internally?

Yes. Currently we are using a former seasonal employee from our park department, Jeff Strelow. He has been covering during the aforementioned medical emergency and has worked out very well. He would be interested in the part time position. I have received nothing but positive feedback on his performance to date. Also, he has passed all required back ground checks to work in the secured environment of the police department.

- What is the impact (i.e., to residents, business owners, employees, and/or operations) if the position is not filled?

The municipal center is used by many civic and business groups most nights during the week and weekends for meetings. We have always had staff available to help set up for meetings and answer any questions/problems that

may arise. Some of the larger maintenance issues, such as moving furniture or floor care require two people and occasionally need to be performed before or after normal business hours. During these larger projects we would be short on coverage the remainder of the day. Also with only two employees there is no coverage for sick leave or vacation time. If someone does need the day off for any reason we either sacrifice the current level of service or go into an overtime situation. At present time the building maintenance supervisor is in jeopardy of losing accrued vacation time. He is unable to plan adequate days off because of the short staffing situation.

Can the service provided be reduced, eliminated, or contracted out?

If this service was reduced or eliminated, it would have a direct impact on building maintenance and after hour services provided to the public. The option to contract out is not cost effective – see attachments for supporting documentation.

- What is the budgetary impact if the position is not filled (e.g., additional overtime/compensatory time off costs)

The previous part-time building maintenance worker retired on June 28, 2012. Since then there has been a 40% increase in overtime hours worked.

- What are the circumstances that warrant the creation of this new position?

This is not a creation of a new position. We are asking to backfill a position that was previously left vacant due to a retirement and subsequent removal from the budget.

3. What is the total annual cost of the position (e.g., salary, taxes, benefits, equipment, etc.)?

The 2012 salary range for this position is \$15.98 per hour to \$19.98 per hour. The estimated total annual cost to hire a new part-time building maintenance worker at step 1 of the wage scale is \$20,864.

Meeting Room Availability as of January 15, 2013
 Building must be Prepared, Open, and Locked Down

January 2 nd (Wed)	Total:	1
February 6 th , 13 th , 20 th , and 27 th (all Wed)	Total:	4
March 6 th , 13 th , 20 th and 27 th (all Wed)	Total:	4
April 3 rd , 10 th , 15 th , 17 th , 24 th , and 29 th (2 Mon & 4 Wed)	Total:	6
May 1 st , 8 th , 15 th , 22 nd , 29 th (all Wed)	Total:	5
June 5 th , 10 th , 17 th , 19 th 26 th , and 27 th (2 Mon, 3 Wed & 1 Thurs)	Total:	6
July 3 rd , 8 th , 10 th , 15 th , 17 th , 24 th , 25 th , 29 th , 31 st (3 Mon, 5 Wed, & 1 Thurs)	Total:	9
August 7 th , 12 th , 14 th , 19 th , 21 st , 22 nd , 28 th , 29 th (2 Mon, 4 Wed. & 2 Thurs)	Total:	8
September 4 th , 11 th , 16 th , 18 th , 25 th , and 30 th (2 Mon & 4 Wed)	Total:	6
October 2 nd , 9 th , 16 th , 21 st , 23 rd , 24 th and 30 th (1 Mon, 5 Wed, & 1 Thurs)	Total:	7
November 6 th , 13 th , 18 th , 20 th and 27 th (1 Mon & 4 Wed)	Total:	5
December 4 th , 11 th , 16 th , 18 th and 30 th (2 Mon & 3 Wed)	Total:	<u>5</u>

Total66

days are not booked of the
 260 Business Days in 2013,
 this represents 75% of the
 business days..

Personnel Committee

4.3.

Meeting Date: 02/12/2013

By: Colleen Lasher, Administrative Services

Title:

Discussion Regarding 2013 Union Contract Negotiations for AFSCME, LELS-Patrol and LELS-Sergeants (Discussion Closed to the Public)

Background:

Per Minnesota Statutes 13D.03, at the February 5, 2013 City Council work session, a closed session was held to discuss a labor negotiations strategy for the City's three contracts. The City Council discussed a negotiations strategy for wages and health insurance; however, it was the consensus of the City Council to defer the remaining contract items to the Personnel Committee.

Per Minnesota Statutes 13D.03, staff is requesting the Personnel Committee to go into a closed session to discuss a labor negotiations strategy for the remaining contract items. Staff will provide the Personnel Committee with documentation at the meeting.

Observations/Alternatives:

Not applicable at this time.

Recommendation:

For the Personnel Committee to provide staff with a suggested course of action for moving ahead with the 2013 contract negotiations.

Funding Source:

Not applicable at this time.

Council Action:

Motion to recommend City Council adopt a resolution confirming the recommendation of the Personnel Committee to settle the City's labor agreements with AFSCME, LELS-Patrol, and LELS Sergeants for a duration two years.

Form Review

Inbox
Kurt Ulrich

Reviewed By
Kurt Ulrich

Date
02/07/2013 02:23 PM
Started On: 02/05/2013 08:49 PM

Form Started By: Colleen Lasher

Final Approval Date: 02/07/2013

**PERSONNEL COMMITTEE
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Personnel Committee conducted a regular meeting on Tuesday, February 12, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jason Tossey
 Councilmember Mark Kuzma
 Mayor Sarah Strommen (Alternate)

Members Absent: Councilmember Randy Backous

Also Present: City Administrator Kurtis Ulrich
 Human Resources Manager Colleen Lasher
 Police Chief James Way
 Parks and Assistant Public Works Superintendent Mark Riverblood
 Public Works Superintendent Grant Riemer
 Development Services Manager Timothy Gladhill
 Management Analyst Patrick Brama
 Councilmember John LeTourneau
 Councilmember Chris Riley

1. CALL TO ORDER

Chairperson Tossey called the regular meeting of the Personnel Committee to order at 5:00 p.m.

2. CITIZEN INPUT

There was none.

3. APPROVE AGENDA

Motion by Councilmember Kuzma, seconded by Chairperson Tossey, to approve the agenda as submitted.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Kuzma and Strommen.
Voting No: None.

4. COMMITTEE BUSINESS

4.01: Discuss Municipal Center Meeting Room Revenue for Building Maintenance Staffing Needs

Parks and Assistant Public Works Superintendent Riverblood reviewed the staff report and discussion at the January 22, 2013, meeting relating to the need to hire a part-time building maintenance worker to meet the public demand for meeting space within City Hall. He presented the proposed rates, noting there is opportunity to lower rental rates for resident with modest increases for rental rates to non-residents. The item is now before the Personnel Committee to receive the additional information provided relating to existing revenue generated by meeting room rental and to better align the real cost of providing public rooms with the cost of maintenance. Parks and Assistant Public Works Superintendent Riverblood indicated this item will be discussed by the full Council at the upcoming Work Session.

4.02: Consider a Resolution to Address Building Maintenance Staffing Needs

Human Resources Manager Lasher reviewed the staff report, past consideration by the Personnel Committee, and recommendation to hire a regular part-time building maintenance worker.

City Administrator Ulrich noted this will replace the position recently vacated.

Chairperson Tossey asked if the decision of whether to fund the salary will be based on Council's future discussion and revenue raised.

City Administrator Ulrich advised there is a \$3,000 gap to fill and with information presented by staff it has been determined that gap will be reached by amendments to the Policy, subject to Council approval. The alternative is to use the temporary allocation budget for temporary employees.

Chairperson Tossey stated he had previously asked questions of staff relating to why this position was needed and based on their input, finds this is a needed position.

Motion by Chairperson Tossey, seconded by Councilmember Kuzma, to recommend that the Council adopt a Resolution to approve hiring Mr. Jeff Strelow as a regular part-time building maintenance worker, at Step 1 of the 2012 wage scale at \$15.99 per hour for 20 hours per week; with the option to work up to 30 hours per week on occasion, as necessary, and determined by the Public Works Superintendent and approved by the City Administrator.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Kuzma and Strommen. Voting No: None.

4.03: Discussion Regarding 2013 Union Contract Negotiations for AFSCME, LELS-Patrol and LELS-Sergeants (Discussion Closed to the Public)

Human Resources Manager Lasher reviewed the staff report.

Ms. Lasher advised that under Minnesota Statutes, Section 13D.03, the meeting can move into closed session to discuss labor negotiations strategy for the City's union contracts. She indicated closed session discussion will relate to 2013 negotiations for AFSCME, LELS-Patrol and LELS-

Sergeant union contracts. The closed session will be tape recorded and that tape will be maintained for a period of eight years.

Motion by Chairperson Tossey, seconded by Councilmember Kuzma, to move to Closed Session to discuss acquisition negotiations.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Kuzma and Strommen. Voting No: None.

The City Council meeting moved into a Closed Session at 5:12 p.m.

The City Council reconvened in Open Session at 6:20 p.m.

Human Resources Manager Lasher stated the Personnel Committee held discussion and gave direction to staff.

COMMITTEE INPUT

None.

ADJOURNMENT

Motion by Councilmember Tossey, seconded by Councilmember Kuzma, to adjourn the regular meeting of the Personnel Committee.

Motion carried.

The regular meeting of the Personnel Committee adjourned at 6:21 p.m.

Respectfully submitted,

Colleen Lasher
Human Resources Manager

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

Council Member introduced the following resolution and moved for its adoption:

RESOLUTION #13-02-051

RESOLUTION TO ADDRESS BUILDING MAINTENANCE STAFFING NEEDS

WHEREAS, the City previously employed two full-time and one part-time building maintenance employees (2.5 FTE); and

WHEREAS, the building maintenance function requires a minimum of 2.5 FTEs; and

WHEREAS, the City entered into a Memorandum of Understanding (MOU) with AFSCME in order to meet coverage requirements; and

WHEREAS, per the AFSCME MOU, Mr. Jeff Strelow has recall rights to the Building Maintenance position.

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

Confirms the recommendation of the Personnel Committee to do the following:

Motion to approve resolution # 13-02-051 to hire Mr. Jeff Strelow as a regular part-time building maintenance worker, at step 1 of the 2012 wage scale @\$15.99 per hour for 20 hours per week; with the option to work up to 30 hours per week on occasion, as necessary, as determined by the Public Works Superintendent and approved by the City Administrator.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 26th day of February 2013.

Meeting Date: 02/26/2013

By: Patrick Brama, Administrative Services

Information

Title:

Consider Lease Agreement with Pro Power Sports & Marine, Inc

Background:

Staff has been working with Todd Amar, owner and manager of Pro Power Sports & Marine, Inc, over the past two months to negotiate a lease agreement for a portion of City owned property located directly west of and adjacent to 6781 Highway 10 (the "Subject Property").

The purpose of this case is to consider a lease agreement with Pro Power Sports & Marine, Inc.

Notification:

Observations/Alternatives:

SUMMARY OF LEASE:

Premises: 22,000 square feet, paved/fenced in area only

Term: two year term, beginning March 1, 2013

Termination: one year termination clause for City

Insurance: \$1,000,000 public liability insurance

Rent: \$650 monthly, \$7,800 annual

Property Taxes: City responsible (similar to other RALF properties, covered in base rent)The 2012 taxes on the entire parcel were \$12,268.00.

Permitted Use: the subject Property will be used and occupied by tenant solely for the purpose of outside storage, display and sales of boats, snowmobiles and similar recreation equipment and accessories as an accessory use of the Tenant's primary business operation located at 6781 West Highway 10.

CONSIDERATIONS:

- Due to City code, the only available users for the Subject Property is Pro Power Sports and Ramsey Bicycle (outside storage is an accessory use).
- Council has indicated a desire develop lease rates as close to market as possible.
- Based on previous lease for the Subject Property, rent for the same area was about \$800 per month.
- Previous lessee indicated a reason for their departure was a too expensive lease rate (\$800 per month).
- Based on input from Premier Commercial Realty, Staff's recommendation is reasonable given the circumstance even though is slightly below market rental rate.
- Staff's recommendation covers all City fixed costs and more. Considering how the negotiation process has transpired, Staff feels \$650 per month is a reasonable rate for both parties. Attached is a rent analysis for Council's information.
- Pro Power,s asking rental rate is .27 per square foot, the City,s proposal is .355 per square foot and low end of the market rental rate is .40 per square foot.

ITEM TO NOTE (History):

Pro Power Sport did move a number of empty snowmobile crates onto the Subject Property in mid

December. Staff contacted Mr. Amar and requested removal of all crates. Mr. Amar requested to remove the crates after Christmas. Staff indicated removing crates after Christmas would be acceptable. After the New Year, said crates had not been removed as agreed. Staff was unable to contact Mr. Amar until mid January to express the need to remove said crates from the Subject Property. In late January, Staff notified Mr. Amar he must vacate the Subject Property immediately. At that time, Mr. Amar indicated said crates were frozen to the pavement and could not be removed;. Then, Mr. Amar began negotiating a lease agreement for the Subject Property with staff. The case before the Council is a result of the negotiation process that transpired over the last month.

ALTERNATIVES:

1. Approve the proposed lease with Pro Power Sports, INC. as proposed. [Staff Recommendation]

Staff believes the proposed lease is reasonable for both parties, and meets two Council objectives: retaining flexibility to terminate lease within one year and to set lease rates as close to market rates as possible.

2. Amend and approve the proposed lease with Pro Power Sports, INC. as proposed.

As mentioned, Pro Power Sports INC. did *partially* use the Subject Property for about two months free of charge. If the Council desires to recapture lost rent, Staff could include a charge in this agreement.

3. Deny the proposed lease with Pro Power Sports, INC. and or direct different terms.

Recommendation:

Approve the proposed lease with Pro Power Sports, INC. as proposed.

Funding Source:

NA

Council Action:

Approve the proposed lease with Pro Power Sports, INC. as proposed.

Attachments

- Lease Agreement DRAFT
- Rent Analysis 6781 Hwy 10
- MAP

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	02/20/2013 02:57 PM
Bill Goodrich	Bill Goodrich	02/21/2013 10:10 AM
Kurt Ulrich	Kurt Ulrich	02/21/2013 12:51 PM
Form Started By: Patrick Brama		Started On: 02/20/2013 09:11 AM
Final Approval Date: 02/21/2013		

LEASE AGREEMENT

This Lease is effective as of February _____, 2013, and is made by and between the City of Ramsey, a Minnesota municipal corporation, 7550 Sunwood Drive NW, Ramsey, MN 55303 (“Landlord”) and Pro Power Sports & Marine, Inc a Minnesota corporation , 6781 Highway 10 NW, Ramsey, MN 55303 (“Tenant”).

DATA SHEET

1. **Premises.** An unimproved parcel (hereinafter described) immediately west of 6781 Highway 10 NW, Ramsey, MN 55303 and which parcel is described as follows:

The leased property is approximately 22,000 square feet of outside storage space located in the southern section of that real property legally described as TRACT A REGISTERED LAND SURVEY NO 249, Anoka County, Minnesota, Property Identification Number 343225210103. The leased premises consists of the paved, fenced in outside storage area only shown on Exhibit “A”.

Hereinafter referred to as the “Premises”.

2. **Term.** Twenty Four (24) months beginning on the Commencement Date (the “Initial Term”).
3. **Option to Renew.** One two (2) year option (the “Option Term”).
4. **Scheduled Commencement Date.** March 1, 2013 (the “Commencement Date”).
5. **Termination.** Notwithstanding the Initial Term or the Option Term, in event the Landlord determines in its sole discretion, that the Premises or any part thereof is required for the improvement of U.S. Highway 10, upon giving one years’ prior written notification to Tenant, the Landlord may terminate this Lease. Landlord is not obligated to provide this one year notice to quit in the event of any default by Tenant of the terms of this Lease.
6. **Rental Rate.**
 - a. **Initial Term.** \$650.00 per month during the Initial Term (the “Base Rent”) in addition to the Additional Rent described in paragraph 8.
 - b. **Option Term.** In the event Tenant exercises its right to the Option Term, the Rental Rate shall be negotiated between the parties for the Option Term if said option is exercised by Tenant. Monthly rent during the Option Period shall be negotiated between the parties. If a rental rate is not reached by the Landlord and Tenant by the expiration date of the Initial Term, the Tenant shall either vacate the Premises immediately or be charged a base rent of \$925.00 per month for the Option Term.

7. **Permitted Use.** Outdoor areas displaying for sale, boats snowmobiles and similar recreational equipment and accessories. See Additional restrictions on Permitted uses in paragraph 9. herein.

8. **Landlord Address:**

City of Ramsey
Attention: City Administrator
Ramsey Municipal Center
7550 Sunwood Drive NW
Ramsey, MN 55303

9. **Tenant Address:**

Pro Power Sports & Marine, Inc.
Attention: Todd Amar
6781 Highway 10
Ramsey, Minnesota

LEASE TERMS

1. **PREMISES:**

Landlord hereby leases to Tenant, and his successors and assigns, and Tenant hereby leases from Landlord, for the Term described in Item 2 of the Data Sheet and upon the conditions hereinafter provided, the Premises described in Item 1 of the Data Sheet.

2. **RENTABLE AREA:**

The Rentable Area of the Premises is estimated to be the paved surface area as part of the land set forth in Item 1 of the Data Sheet. The actual Rentable Area of the Premises consists of 22,639 square feet.

3. **LEASEHOLD IMPROVEMENTS:**

Tenant is taking the premises "AS IS" and Landlord shall not be obligated to do any work on the Premises. The Tenant shall maintain the Premises as an outdoor storage facility and recreational equipment sales lot and shall not make any changes or make any alteration, decoration, addition or improvement to the Premises without the prior written consent of Landlord.

4. **TERM:**

The term of this Lease shall be as described in Item 2 of the Data Sheet above (the "Initial Term") and shall commence upon the "Commencement Date" as described in Item 3 of the Data Sheet above.

5. **OPTION TO RENEW:**

Provided Tenant is not in default hereunder and has performed all of its covenants and obligations hereunder, Tenant may extend the Initial Term of this Lease (hereinafter, the "Option") for one two (2) year Option Term. The Option Term shall commence on the first day after the expiration of the Initial Term (the "Expiration Date") upon the terms and conditions, of the Lease.

Tenant shall exercise the two (2) year Option only by giving written notice to Landlord not later than 90 days prior to the Expiration Date". See Item 6 of the Data Sheet for the Option Term Rental Rate.

6. **TERMINATION.**

See Item 5 of the Data Sheet for Landlord's Right to Terminate.

7. **RENT:**

See Item 6 of the Data Sheet for the Rental Rate.

8. **PROPERTY TAXES:**

Real Estate Property Taxes. Payment of property taxes shall be the sole responsibility of the Landlord.

9. **USE:**

The Premises shall be used and occupied by Tenant solely for the purpose of outside storage, display and sales of boats, snowmobiles and similar recreation equipment and accessories as an accessory use of the Tenant's primary business operation located at 6781 West Highway 10.

Vehicle sales of any type on the Premises shall NOT be permitted. The permitted uses by Tenant shall at all times be in full compliance with all applicable laws, ordinances and governmental regulations affecting Premises. The Premises shall not be used in such manner that, in accordance with any requirement of law or of any public authority, Landlord shall be obligated on account of the purpose or manner of said use to make any addition or alteration to or in the Premises. The Premises shall not be used in any manner which will increase the rates required to be paid for public liability or for fire and extended coverage insurance covering the Premises. Tenant shall occupy the Premises, conduct its business and control its agents, employees, invitees and visitors in such a way as is lawful, and reputable and will not permit or create any nuisance, noise, odor, or otherwise interfere with, annoy or disturb adjacent property owners in their normal business operations.

10. **ASSIGNMENT AND SUBLETTING:**

Tenant agrees to use and occupy the Premises throughout the entire term hereof for the purpose or purposes herein specified and for no other purposes, in the manner and to substantially the extent now intended, and not to assign, sublet, license, concession or otherwise transfer this Lease or Tenant's rights in the Premises, or any part thereof, whether by voluntary act, operation of law, or otherwise, without obtaining the prior written consent of Landlord in each instance.

Tenant shall seek such consent of Landlord by a written request therefore, setting forth such information as Landlord may deem necessary. Landlord agrees not to withhold consent unreasonably. Consent by Landlord to any assignment of this Lease or to any subletting of the Premises shall not be a waiver of Landlord's rights under this paragraph as to any subsequent assignment or subletting. Landlord's rights to assign this Lease are and shall remain unqualified. No such assignment or subleasing shall relieve Tenant from any of Tenant's obligations in this Lease contained, nor shall any assignment or sublease or other transfer of this Lease be effective unless the assignees, subtenant or transferee shall at the time of such assignment, sublease or transfer, assume in writing for the benefit of Landlord, its successors or assigns, all of the terms, covenants and conditions of this Lease thereafter to be performed by Tenant and shall agree in writing to be bound thereby. Should Tenant sublease in accordance with the terms of this Lease, fifty percent (50%) of any increase in rental received by Tenant over the per square foot rental rate which is being paid by Tenant shall be forwarded to and retained by Landlord, which increase shall be in addition to the Rental Rate due Landlord under this Lease.

11. MAINTENANCE:

Tenant agrees to keep and maintain the Premises and any fixtures and equipment in a properly functioning, safe, orderly and sanitary condition, will make all necessary replacements thereto, will suffer no waste or injury thereto, and will at the expiration or other termination of the Lease, surrender the same with all improvements in the same order and condition in which they were on the Commencement Date.

In addition, Tenant shall pay all Operating Expenses incurred by Landlord in the operation, maintenance and repair of the Premises. The term "Operating Expenses" shall include but not be limited to maintenance, repair, operation of utilities and lighting, parking and landscaped areas, fencing and signs, snow removal, insurance premiums, wages and fringe benefits of personnel employed for such work, costs of equipment purchased and used for such purposes. The Tenant shall be responsible at its expense for all maintenance of the Premises.

12. ALTERATIONS; EQUIPMENT; MOVING:

12.1 Tenant will not make or permit anyone to make any alterations, decorations, additions or improvements, structural or otherwise, in or to the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

12.2 Tenant shall not install any equipment containing Hazardous Materials or any equipment which will or may necessitate any changes, replacements or additions to the Premises.

13. RIGHT OF ENTRY:

Tenant will permit Landlord, or its representatives, to enter the Premises, to examine, inspect and protect the Premises, and to make such alterations, renovations, restorations and/or repairs as in the judgment of Landlord may be deemed necessary or desirable for the Premises.

14. SERVICES AND UTILITIES:

Tenant shall pay for the use of all utility services it requires for its permitted use of the Premises, if any, during the term of the Lease.

15 WAIVER AND INDEMNITY:

15.1 Notwithstanding anything apparently to the contrary in this Lease, Landlord and Tenant hereby release one another and their respective officers and employees and property manager from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverable by a customary form of policy of the insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

15.2 Tenant agrees to indemnify, defend and hold Landlord and its officers and employees and property manager harmless from and against any claim, loss or expense arising out of injury, death or property loss or damage occurring on the Premises, except only to the extent caused by the negligent act or intentional misconduct of Landlord or its officers, employees or property manager.

16. INSURANCE:

Tenant agrees to purchase, in advance, and to carry in full force and effect general liability insurance, providing coverage on an "occurrence" rather than a "claims made" basis, which policy shall include coverage for Bodily Injury, Property Damage, personal Injury, Contractual Liability (applying to this Lease), and Independent Contractors, in current Insurance Services Office form or other form which provides coverage at least as broad. Tenant shall maintain a combined policy limit of at least \$1,000,000.00 applying to Bodily Injury, Property Damage and Personal Injury, which limit may be satisfied by Tenant's basic policy, or by the basic policy in combination with umbrella excess policies so long as the coverage is at least as broad as that required herein. Such liability, umbrella and/or excess policies may be subject to aggregate limits so long as the aggregate limits have not at any pertinent time been reduced to less than the policy limit stated above, and provided further that any umbrella or excess policy provides coverage from the point that such aggregate limits in the basic policy become reduced or exhausted. The Tenant shall provide an insurance certificate naming the City of Ramsey as an additional insured. Landlord shall receive a written notice of insurance termination 30 days prior to cancellation.

If the above insurance policy ceases to be available, or is available on terms so unacceptable that prudent landlords or tenants, as the case may be, generally do not carry such insurance, then in lieu of such insurance the pertinent party may carry the most comparable insurance which is available and generally carried by prudent parties.

17. DEFAULT:

17.1 Any one of the following events shall constitute an Event of Default:

- (i) Tenant shall fail to pay any monthly installment of Base Rent and such default shall continue for a period of five (5) days after the due date therefor;

- (ii) Tenant shall violate or fail to perform any of the other conditions, covenants or agreements herein made by Tenant and such default shall continue for fifteen (15) days after notice from Landlord; provided, however, that if the nature of such default is such that Tenant can cure the default, but not within fifteen (15) days, then the Event of Default shall be suspended for a period not in excess of thirty (30) additional days so long as Tenant commences cure within fifteen (15) days and thereafter diligently and continuously prosecutes the curing of the default, and so long as continuation of the default does not create material risk to the Premises or to persons using the Premises;
- (iii) Tenant shall file or have filed against it any bankruptcy or other creditor's action, or make an assignment for the benefit of its creditors.

17.2 If an Event of Default shall have occurred and be continuing, Landlord may at its sole option by written notice to Tenant terminate this Lease. Neither the passage of time after the occurrence of the Event of Default nor exercise by Landlord of any other remedy with regard to such Event of Default shall limit Landlord's rights under this Section 17.2.

17.3 If an Event of Default shall have occurred and be continuing, whether or not Landlord elects to terminate this Lease, Landlord may enter upon and repossess the Premises (said repossession being hereinafter referred to as "Repossession") by summary legal proceedings or legal eviction or other lawful means, and may remove Tenant and all other persons and property therefrom pursuant to Court Order.

17.4 From time to time after Repossession of the Premises, whether or not this Lease has been terminated, Landlord may, but shall not be obligated to, attempt to relet the Premises for the account of Tenant in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and for such terms (which may include concessions or free rent) and for such uses as Landlord, in its uncontrolled discretion, may determine, and may collect and receive the rent therefor. Any rent received shall be applied against Tenant's obligations hereunder, but Landlord shall not be responsible or liable for any failure to collect any rent due upon any such reletting.

17.5 No termination of this Lease pursuant to Section 17.2 and no Repossession of the Premises pursuant to Section 17.3 or otherwise shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or Repossession. In the event of any such termination or Repossession, whether or not the Premises shall have been relet, Tenant shall pay to Landlord the Base Rent and other sums and charges to be paid by Tenant up to the time of such termination or Repossession, and thereafter Tenant, until the end of what would have been the Term in the absence of such termination or Repossession, shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the Rent payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds, if any, of any reletting effected pursuant to the provisions of Section 17.4 after deducting all of Landlord's expenses in connection with such reletting, including, without limitation, all

repossession costs, brokerage and management commissions, operating expenses, legal expenses, attorney's fees, alteration costs, and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord monthly on the days on which the Rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day. At any time after such termination or Repossession, whether or not Landlord shall have collected any current damages as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant's default, an amount equal to the then present value of the excess of the Rent and other sums or charges reserved under this Lease from the day of such termination or Repossession for what would be the then unexpired term if the same had remained in effect, over the amount of rent Tenant demonstrates that Landlord could in all likelihood actually collect for the Premises for the same period, said present value to be arrived at on the basis of a discount of four percent (4%) per annum.

17.6 Landlord shall in no event be considered to be in default of Landlord's obligations hereunder until the expiration of a reasonable time after notice of default from Tenant.

18. WAIVER:

No waiver by either party of any breach of any agreement herein contained shall operate as a waiver of such agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction, nor shall acceptance of rent with knowledge of breach constitute a waiver of the breach, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent, to terminate this Lease, to Repossess the Premises or to pursue any other remedy provided in this Lease. No re-entry by Landlord, and no acceptance by Landlord of keys from Tenant, shall be considered an acceptance of a surrender of the Lease.

19. COVENANT OF QUIET ENJOYMENT:

Landlord covenants that it has the right to make this Lease for the term aforesaid and covenants that if Tenant shall pay the rent and perform all of the covenants, terms and conditions of this Lease to be performed by Tenant, Tenant shall, during the Term, freely, peaceably and quietly occupy and enjoy the full possession of the Premises. The term "Landlord" as used in this Lease shall mean solely the owner of the Premises, or in the case of a sale-leaseback, the lessee of the underlying land, at the relevant time. The liability of the original Landlord and any successor Landlord under this Lease is limited to its interest in the Premises and any insurance proceeds payable to Landlord with respect to the Premises, and with respect to any liability accrued prior to a transfer, any net proceeds received by the transferor Landlord in consideration of the transfer.

20. NO REPRESENTATIONS BY LANDLORD:

Neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the Premises except as herein expressly set forth, and no right, privileges,

easements or licenses are acquired by Tenant except as herein expressly set forth. Tenant, by taking possession of the Premises, shall accept the same “as is” except as expressly provided in this Lease and such taking of possession shall be conclusive evidence that the Premises are in good and satisfactory condition at the time of such taking of possession. In addition to and without limitation of the immediately preceding sentence, Tenant agrees that it is leasing the Premises on an “AS IS”, “WHERE IS” and “WITH ALL FAULTS” basis, based upon its own judgment, and hereby disclaims any reliance upon any statement or representation whatsoever made by Landlord. LANDLORD MAKES NO WARRANTY WITH RESPECT TO THE PREMISES, EXPRESS OR IMPLIED, AND LANDLORD SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE PREMISES.

21. NOTICES:

All notices or other communications hereunder shall be in writing and shall be effective if hand delivered or sent by registered or certified first-class mail, postage prepaid, or by overnight express service which maintains confirmation of delivery, (i) if to Landlord at Landlord Address set forth on Item 8 of the Data Sheet, and (ii) if to Tenant, at Tenant Address set forth in Item 9 of the Data Sheet, unless notice of a change of address is given pursuant to the provisions of this Section. The day notice is given by mail shall be deemed to be the day following the day of mailing. If acceptance is refused, as evidenced by the records of the Postal Service or overnight delivery service, notice shall be deemed given on the date acceptance is refused.

22. ESTOPPEL CERTIFICATES:

Tenant agrees at any time and from time to time, upon not less than five (5) days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord or a party designated by Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect, or if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications, (ii) stating the dates to which the rent and other charges hereunder have been paid by Tenant, (iii) stating whether or not Landlord is in default in the performance of any covenant, agreement or condition contained in this Lease, and, if so, specifying each such default, (iv) agreeing that, except for any security deposit required herein, Tenant shall not prepay any rent more than thirty (30) days in advance, and (v) such other matters relating to this Lease as may reasonably be requested. Any such statement delivered pursuant hereto may be relied upon by any owner of the Project or any prospective purchaser of the Project. Tenant acknowledges that failure to comply with this Section 20 on a timely basis could result in loss of a favorable sale and Tenant agrees to be liable for any consequential damages resulting from Tenant’s breach hereunder.

23. SURRENDER; HOLDING OVER:

Upon the expiration of this Lease or the earlier termination of Tenant’s right to possession, Tenant shall immediately vacate the Premises, remove all of its property therefrom, remove any Hazardous Materials installed, used, generated, stored or disposed of by Tenant, and leave the Premises in the condition required by this Lease. Any property not removed shall be deemed

abandoned, and Tenant shall be liable for all costs of removal and Tenant shall indemnify, defend and hold Landlord harmless from any cost or liability due to disposition of any property in the Premises in which a person other than Tenant has an interest. Should Tenant continue to occupy the Premises, or any part thereof, after the expiration or termination of the Lease term, whether with or without the consent of Landlord, such tenancy shall be from month to month and the monthly Rent set forth in the term sheet shall be payable if Tenant's holdover is without the consent of Landlord, neither this Section nor the acceptance of any rent hereunder shall prevent Landlord from exercising any remedy to regain immediate possession of the Premises.

24. **BROKERS:**

Tenant warrants that it has not engaged or dealt with any broker in connection with this Lease and Tenant agrees to indemnify and hold Landlord harmless from and against any claim for broker's fees or finder's fees asserted by anyone on account of any dealings with Tenant in connection with this Lease.

25. **MISCELLANEOUS:**

- (a) This Lease is governed by and shall be construed according to the laws of the State of Minnesota.
- (b) The captions in this Lease are for convenience only and are not a part of this Lease.
- (c) Time is of the essence.
- (d) The provisions of this Lease which relate to periods subsequent to the expiration of the Term shall survive expiration.
- (e) If any provision of this Lease is invalid or unenforceable to any extent, then such provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.
- (f) This Lease contains the entire agreement of the parties hereto with respect to the Premises and Project. This Lease may be modified only by a writing executed and delivered by both parties.
- (g) Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties other than that of landlord and tenant.
- (h) This Lease shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.
- (i) Tenant shall have the right to plow snow off the parking lot and onto the adjacent property owned by Landlord.

LANDLORD

THE CITY OF RAMSEY,
a Minnesota Municipal Corporation

By: _____
Its Mayor

ATTEST:

By: _____
Its City Administrator

TENANT

PRO POWER SPORTS & MARINE, INC.,
a Minnesota Corporation

By: _____
Its President

Rent Analysis: 6781 Highway 10

Input Data (Property)		
71,703.00	Square Feet, Total Property	
22,000.00	Square Feet, Leasable	30.68%

Asking Price (Pro Power Request, entire property)		
\$ 6,000.00	Annual	
\$ 500.00	Monthly	
\$ 0.273	Per Square Foot	

Fixed Costs (City)		
<u>Annual Detail</u>		
\$ 3,500.00	Taxes	
\$ 100.00	Legal (2 year lease)	
\$ 480.00	Finance/Prop Mgmt (\$40 per month)	
\$ 500.00	Property Maintenance Account	
\$ 500.00	Property Insurance	
<u>Total</u>		
\$ 5,080.00	Annual	
\$ 423.33	Monthly	
\$ 0.231	Per Square Foot	

Staff Recommendation		
<u>Staff Proposal</u>		
\$ 7,800.00	Annual	
\$ 650.00	Monthly	
\$ 0.355	Per Square Foot	
<u>Revenue in Excess of Fixed Costs</u>		
\$ 2,720.00	Annual	
\$ 226.67	Monthly	
\$ 0.124	Per Square Foot	

Market Insight (outside storage, end user/retail price)		
<u>Lower End (without CAM, including Taxes)</u>		
\$ 8,800.00	Annual	
\$ 733.33	Monthly	
\$ 0.40	Per Square Foot	
<u>Higher End (without CAM, including taxes)</u>		
\$ 13,200.00	Annual	
\$ 1,100.00	Monthly	
\$ 0.60	Per Square Foot	

Considerations	
*Only user possible is Pro Power (very limited demand)	
*Potential user expressed \$500 is the max (entire property)	
*Council has indicated they would like RALF leases to be as close to the market as possible	
*Based on previous lease w/Crystal Pierz, about \$800 per mo	
*Crystal Pierz expressed frustration (including rent rate)	
*Based on input from Premier Commercial Realty, Staff's recommendation is reasonable given the circumstance. However, is slightly below market.	
*Staff's recommendation covers all City fixed costs and more. Additionally, Staff's recommendation is near market rate. Considering how the negotiation process has transpired, Staff feels \$650 per month is a reasonable agreement for both parties.	

Shaded Area: Leased (taxed), Not Shaded Area: Not Leased

22,000 sq ft



Meeting Date: 02/26/2013

Submitted For: Patrick Brama

By: Jo Thieling, Administrative Services

Information

Title:

Request by TK Entertainment (DBA Ramsey Raceway) to Amend Lease Agreement

Background:

Staff has received a request by TK Entertainment (dba Ramsey Raceway) to amend their Lease with the City as proposed in the attached document (drafted by TK Entertainment). The Leased premises in the proposed amendment is 14550 Armstrong Boulevard (the "Subject Property").

TK Entertainment has requested the Lease term coincide with the approved interim use permit (IUP) term which is set to expire May 16, 2016. TK has also requested elimination of the early termination provision that allows the City to terminate the agreement with a six-month notice without penalty.

Case History

This case was originally brought forward to the Council on December 11, 2012 at which time this item was tabled. Over the past two months Staff has been working with Anoka County to confirm the tax exemption status of the Subject Property. The City received correspondence from the County on February 7, 2013; which prompted this case to be brought back to the Council.

Notification:

Observations/Alternatives:

The City Attorney has reviewed the amendment for any potential issues and/or liabilities for the City. The primary issue for the City is preserving the right for early termination. The City acquired the property for right-of-way for the Hwy 10/Armstrong Interchange. If the City had to terminate a long-term lease (without an early termination clause) the City would potentially be liable for significant lease buy-out and business relocation expenses.

Compared to other City owned properties leased by the City on Highway 10, the early termination provision is generally one year. Under almost any circumstance, the City would have a safe window of one year to notify a Lessee that its lease was being terminated for the construction of a road/interchange. However, the 3+ years requested by TK could potentially create unwarranted liability for the City.

An early Lease termination notice of one year would be consistent with City practice on other properties. It also would allow the Lessee a full year to make other plans in light of the Lease termination.

The current Lease is also attached to this case for reference.

To date, the city has collected \$8,110 from the track which has been applied to Happy Days. The City is allowed to collect \$19,150 for Happy Days before Tax Increment District 4 will need to be reimbursed. Tax Increment was used by the City to purchase the property.

Property Tax Discussion

The City has been working with Anoka County over the past two months to confirm the tax exemption status of the Subject Property. Previously, the Subject Property was 100% property tax exempt.

The City received correspondence from Anoka County on February 7, 2013 indicating the Subject Property

is neither tax exempt nor 100% taxable. A \$40,000 valuation was assigned to the Subject Property; which results in an estimated \$1,232 annual property tax due. The County did not indicate a need to pay back taxes (2011-2012); and referred to 2013 as the first year property taxes will be due.

Moving forward it will be the responsibility of the lessee to pay for property taxes due on the Subject Property, not the City.

Alternatives

1. Authorize Staff to draft and execute lease agreement revisions with TK Entertainment to have a lease term ending date of May 16, 2016, and a twelve-month notice for early termination.

As mentioned, Staff believes the request to extend the term of the existing lease with TK Entertainment to coincide with the existing IUP on the Subject Property is reasonable. Considering the City will still retain a twelve (12) month termination clause, risk and liability regarding the proposed amendment is minimized.

Looking back at leases the City has executed for properties along Highway 10, the early termination clause is generally one year. Under almost any circumstance, the City would have a safe window of one year to notify a business that its lease was being terminated for the construction of a road/interchange.

2. Deny TK Entertainment's request to amend their existing lease.

Staff does not foresee any benefit to the City by denying the proposed amendment to the lease with TK Entertainment. NOTE: the termination clause in the lease would change from six (6) to twelve (12) months if approved.

3. Direct Staff to move in a different direction.

Recommendation:

1. Staff recommends that the Lease be amended to have the term coincide with the interim use permit (IUP) with an expiration date of May 16, 2016. In addition, staff recommends that the early termination provision be retained, but that the six-month notice required by the City be extended to a twelve-month notice.

Funding Source:

N/A

Council Action:

Motion to authorize Staff to draft and execute Lease revisions with TK Entertainment to have the Lease term expiration date be May 16, 2016, and a twelve-month Lessor notice for early termination.

Attachments

Anoka County Correspondence

Ramsey Raceway Lease Agreement

Ramsey Raceway Proposed Amended Lease Agreement

Res #11-05-102

Form Review

Inbox
Bill Goodrich

Reviewed By
Bill Goodrich

Date
02/20/2013 06:35 PM

Kurt Ulrich

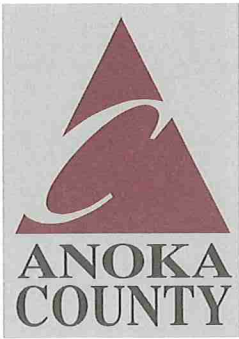
Kurt Ulrich

02/21/2013 08:27 AM

Form Started By: Jo Thieling

Started On: 02/20/2013

Final Approval Date: 02/21/2013



C O U N T Y O F A N O K A

DIVISION OF PROPERTY RECORDS AND TAXATION

GOVERNMENT CENTER • 2100 3RD AVENUE • ANOKA, MN 55303
FAX (763) 323-5421

www.AnokaCounty.us/prop-records-tax

- *Property Assessment*
- *Property Records and Public Service*
- *Property Tax Accounting and Research*

February 7, 2013

Patrick J. Brama
Management Analyst
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Dear Pat,

Per our conversation of this PM, we will be creating a Personal Property Account for taxes payable in 2013 for parcel 29-32-25-14-0014. A value of \$40,000 will be placed on this lease with an estimated tax of \$1232.00; computed using rates for vacancy, expense and capitalization comparable to other leased properties in Anoka County.

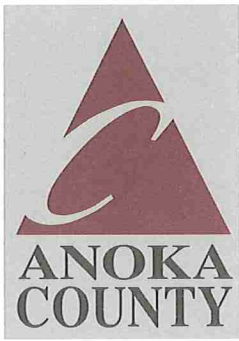
Minnesota Statutes 272.01 Subd. 2 require this office to place a taxable value on this parcel;

Subd. 2. Exempt property used by private entity for profit.

- (a) When any real or personal property which is exempt from ad valorem taxes, and taxes in lieu thereof, is leased, loaned, or otherwise made available and used by a private individual, association, or corporation in connection with a business conducted for profit, there shall be imposed a tax, for the privilege of so using or possessing such real or personal property, in the same amount and to the same extent as though the lessee or user was the owner of such property.

Since the lease is dated June of 2011, the personal property tax will become part of the 2013 real estate taxes due. First half is due May 15 with the second half due October 15th

I did look into the possibility of sending the tax statement to the City directly and the statutes require us to send the statement to the lessee, however, we can send the City a copy of the tax statement automatically or you can call us for a copy once tax statements are out. Just let us know what you'd prefer.



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A copy of this letter will be sent to Mr. Karl Janzen, TC Entertainment LLC, 9131 178th Avenue NW, Ramsey, Minnesota 55303.

If you or Mr. Janzen have any questions at all about this decision please feel free to contact me anytime during normal business hours 8:00 am – 5 pm M-F.

Sincerely,

Michael R. Sutherland SAMA
Anoka County Assessor

LEASE AGREEMENT

CITY OF RAMSEY/TK ENTERTAINMENT, LLC

This Lease Agreement (this "Lease Agreement" is made and entered into this day of June, 2011 and is by and between the City of Ramsey, a Minnesota municipal corporation, 7550 Sunwood Drive NW, Ramsey, Minnesota 55303 (the "City" or sometimes "Lessor") and TK Entertainment, LLC aka Ramsey Raceway, 9131 - 178th Avenue NW, Ramsey, Minnesota ("TK" or sometimes "Lessee").

WHEREAS, the City sponsors an annual community celebration known as Happy Days; and

WHEREAS, Happy Days is in need of additional revenue sources to aid its budget in order to make it a more successful community event; and

WHEREAS, TK is in the business of promoting and conducting a seasonal Go-Kart Track events which events generate revenue and profit; and

WHEREAS, TK has experience and knowledge in the operation of Go-Kart Track events; and

WHEREAS, the City is the fee owner of that certain real property commonly known as 14550 Armstrong Boulevard NW, Ramsey, Minnesota and legally described as:

Lot 3, Block 1, HAUSER ADDITION, Anoka County, Minnesota

(the "Property"); and

WHEREAS, TK would like to conduct its Go-Kart Track events on the Property and the City, in exchange for certain rents is willing, as a landowner, to rent the Property to TK for purposes of conducting certain Go-Kart Track events; and

WHEREAS, in order to use the Property for Go-Kart Track events the City Code requires that an interim use permit ("IUP") be issued; and

WHEREAS, the City's priority obligation to its residents is to insure compliance with the City Code, with the rental of land being a secondary responsibility; and

WHEREAS, in order to prepare the Property for a Go-Kart Track, the Property needs to be graded, landscaped, fenced and various other preparations. A list of items to be completed for installation of the Go-Kart Track is attached hereto as Exhibit A. On Exhibit A are descriptions of necessary items to be completed, which party shall be responsible for the item and payment of its cost. Said Exhibit A is incorporated herein by reference; and

WHEREAS, TK agrees to insure the Go-Kart Track and its related operations need to be insured for public liability purposes; and

WHEREAS, the City desires to limit its expense outlay to no more than \$8,000.00; and

WHEREAS, TK proposes to pay as rent \$100.00/mo. (the "Base Rent") plus 50% of the net profit from the Go-Kart Track operation (the "Profit Sharing Rent"). See attached Exhibit B, incorporated herein by reference which Exhibit defines in general terms the revenue/expense items which will be considered in determining the Profit Sharing Rent. The expense items identified in the determination of the Profit Sharing Rent shall EXCLUDE any Base Rent Paid; and

WHEREAS, there is an existing building on the Property which is need of demolition; and

WHEREAS, the potential for ground contamination exists on the Property which potential cannot be determined until after the above referenced building demolition; and

WHEREAS, depending if contamination is found and its severity, it may not be possible for the City to Lease Agreement the Property.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. **Incorporation of Recitals.** The recitals above are integral hereto and incorporated herein by this reference.

2. **Lease.** The City will Lease, subject to the terms and conditions defined below, to TK the Property for the period, June 1, 2011 (the Commencement Date") through October 31, 2014 (the "Termination Date") for the purpose of operating a Go-Kart Track conditioned upon the City's issuance of an IUP for operation on the Property. The Lease Term as used herein is the period June 1, 2011 through October 31, 2014 (the "Lease Term").

3. **Early Termination.** Notwithstanding the 42 month Lease Term, the City, at its option, may terminate this Lease Agreement for any reason at any time during the Lease Term upon six (6) months prior written notice to TK.

4. **Interim Use Permit.** This Lease Agreement will be cancelled and void in the event the City does not issue to TK an Interim Use Permit ("IUP") for the Go-Kart Track use in 2011. Notwithstanding this Lease Agreement, the parties acknowledge that the City is under no obligation to issue an IUP for the Property, and that independent of this Lease Agreement, the City will follow its City Code in considering the IUP. Notwithstanding the Lease Term the GO-Kart Track will not be permitted to operate if it does not then have a current IUP permitting its use and operation for every event scheduled. Tenant will be permitted to have up to a total number of events per year during the Lease Term as indicated in the IUP.

In the event an IUP is issued, that IUP will be attached hereto as Exhibit C and its contents incorporated herein as if fully set forth at this point.

5. **Potential Contamination.** If in the opinion of the City Engineer, ground contamination which poses an environmental hazard is found on the Property, this Lease Agreement will be null and void and neither party will have any further obligation to the other.

6. **Rent.** As and for rent for the Property for Lease Term, TK shall pay to the City \$100.00/mo. commencing on the first day of June, 2011, and a like sum on each first day of the month through the Termination Date. In addition to the Base Rent, TK shall pay the Profit Sharing Rent in two payments, one payment due on August 1 of each year during the Lease Term and one payment due on November 1 of each year during the Lease Term. TK shall be permitted to deduct from any Profit Sharing Rent paid to the City its Base Rent paid prior to the Profit Sharing Rent payment. TK shall provide sufficient financial records to the City to enable the City to reasonably be assured that the Profit Sharing Rent has been properly accounted for. At a minimum, said records shall be provided to the City twice annually at those times designated by the City's Finance Officer.

7. **Indemnification.** TK agrees that it will hold harmless, indemnify, and defend the City, its, officers, agents and employees against any and all claims, expenses (including attorneys fees), losses, damages or lawsuits for damages arising from or related to providing or failing to provide services hereunder, including but not limited to the negligence of TK. TK agrees that it will also hold harmless, indemnify, and defend Connexus Energy, its officers, agents and employees against any and all claims, expenses (including attorneys' fees), losses, damages or lawsuits caused by any person as a result of damage to or contact with the electric facilities of Connexus Energy on the Property.

8. **Insurance.** TK shall procure and maintain in full force and effect during the Lease Term, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder or contact with the electric facilities of Connexus Energy by TK, its agents, representatives, employees or subcontractors. The insurance coverage shall satisfy the requirements set forth in Exhibit C, which is attached hereto and incorporated herein, and shall have single and combined limits of at least \$2,000,000 per occurrence.

9. **Maintenance.** TK agrees to keep and maintain the Property in properly functioning, safe, orderly and sanitary condition, will suffer no waste or injury thereto, and will at the expiration or other termination of the Lease Term, surrender the same with all improvements in the same order and condition in which they were on the Commencement Date. TK shall keep all rubbish, garbage or other refuse in proper containers and shall promptly empty same into the collection area designated from time to time by City.

10. **Assignment and Subletting.** TK may not assign its interest in this Lease Agreement nor sublet the Property to any third party without the prior written consent of the City.

11. **Right of Entry.** TK will permit the City, or its representative, to enter the Property, to examine, inspect and protect the Property, and to make such alterations, renovations, restorations and/or repairs as in the judgment of City may be deemed necessary or desirable for the Property.

12. **Services and Utilities.** City shall continue to furnish any utility service, if any, which is currently supplied to the Property. TK shall pay for the use of such utility service during the Lease Term. The term "utility service" shall include payment by Tenant of the quarterly payments for the storm water utility charged by the City.

13. **Waiver and Indemnity.** Notwithstanding anything apparently to the contrary in this Lease Agreement, City and TK hereby release one another and their respective partners, officers and employees from any and all liability (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage covered by property insurance or coverable by a customary form of policy of the insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

TK agrees to indemnify, defend and hold City and its officers and employees and harmless from and against any claim, loss or expense arising out of injury, death or property loss or damage occurring on the Property, except only to the extent caused by the negligent act or intentional misconduct of City or officers or employees.

14. **Default.** Any one of the following events shall constitute an Event of Default:

- a. TK shall fail to pay any monthly installment of Base Rent or additional rent as herein provided, and such default shall continue for a period of five (5) days after the due date therefore;
- b. TK shall violate or fail to perform any of the other conditions, covenants or agreements herein made by TK and such default shall continue for fifteen (15) days after notice from City; provided, however, that if the nature of such default is such that TK can cure the default, but not within fifteen (15) days, then the Event of Default shall be suspended for a period not in excess of thirty (30) additional days so long as TK commences cure within fifteen (15) days and thereafter diligently and continuously prosecutes the curing of the default, and so long as continuation of the default does not create material risk to the Project or to persons using the Project;
- c. TK shall file or have filed against it or any guarantor of this Lease Agreement any bankruptcy or other creditor's action, or make an assignment for the benefit of its creditors.

If an Event of Default shall have occurred and be continuing, City may at its sole option by written notice to TK terminate this Lease Agreement. Neither the passage of time after the occurrence of the Event of Default nor exercise by City of any other remedy with regard to such Event of Default shall limit City's rights under this Section

If an Event of Default shall have occurred and be continuing, whether or not City elects to terminate this Lease Agreement, City may enter upon and repossess the Property (said

repossession being hereinafter referred to as "Repossession") by force, summary proceedings, ejectment or otherwise, and may remove TK and all other persons and property therefrom.

15. **Covenant of Quiet Enjoyment.** City covenants that it has the right to make this Lease Agreement for the term aforesaid and covenants that if TK shall pay the rent and perform all of the covenants, terms and conditions of this Lease Agreement to be performed by TK, TK shall, during the Lease Term, freely, peaceably and quietly occupy and enjoy the full possession of the Property. The term "City" as used in this Lease Agreement shall mean solely the owner of the Property, the City of Ramsey, a Minnesota Municipal corporation. The liability of the City under this Lease Agreement is limited to its interest in the Property and any insurance proceeds payable to City with respect to the Property.

16. **No Representations by City.** Neither City nor any agent or employee of City has made any representations or promises with respect to the Property except as herein expressly set forth, and no right, privileges, easements or licenses are acquired by TK except as herein expressly set forth. TK, by taking possession of the Property, shall accept the same "as is" except as expressly provided in this Lease Agreement and such taking of possession shall be conclusive evidence that the Property is in good and satisfactory condition at the time of such taking of possession. In addition to and without limitation of the immediately preceding sentence, TK agrees that it is leasing the Property on an "AS IS", "WHERE IS" and "WITH ALL FAULTS" basis, based upon its own judgment, and hereby disclaims any reliance upon any statement or representation whatsoever made by City. CITY MAKES NO WARRANTY WITH RESPECT TO THE PROPERTY, THE PROJECT OR ANY PART THEREOF, EXPRESS OR IMPLIED, AND CITY SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE PROPERTY, THE PROJECT OR ANY PART THEREOF.

17. **Surrender; Holding Over.** Upon the expiration of this Lease Agreement or the earlier termination of TK's right to possession, TK shall immediately vacate the Property, remove all of its property therefrom, remove any Hazardous Materials installed, used, generated, stored or disposed of by TK, and leave the Property in the condition required by this Lease Agreement. Any property not removed shall be deemed abandoned, and TK shall be liable for all costs of removal and TK shall indemnify, defend and hold City harmless from any cost or liability due to disposition of any property in the Property in which a person other than TK has an interest. Should TK continue to occupy the Property, or any part thereof, after the expiration or termination of the Lease Term, whether with or without the consent of City, such tenancy shall be from month to month and the monthly Rent set forth herein shall be payable if TK's holdover is without the consent of City, neither this Section nor the acceptance of any rent hereunder shall prevent City from exercising any remedy to regain immediate possession of the Property.

18. **Miscellaneous.**

- a. This Lease Agreement is governed by and shall be construed according to the laws of the State of Minnesota.
- b. The captions in this Lease Agreement are for convenience only and are not a part of this Lease Agreement.

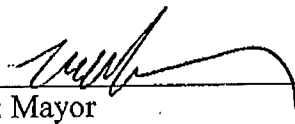
- c. Time is of the essence.
- d. The provisions of this Lease Agreement which relate to periods subsequent to the expiration of the Lease Term shall survive expiration.
- e. If any provision of this Lease Agreement is invalid or unenforceable to any extent, then such provision and the remainder of this Lease Agreement shall continue in effect and be enforceable to the fullest extent permitted by law.
- f. This Lease Agreement contains the entire agreement of the parties hereto with respect to the Property. This Lease Agreement may be modified only by a writing executed and delivered by both parties.
- g. Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between City and TK, or to create any other relationship between the parties other than that of City and TK.
- h. This Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained their respective heirs, successors and assigns.

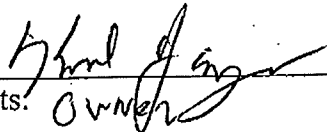
19. **Entire Agreement.** It is understood and agreed by the parties that the entire agreements of the parties is contained herein and that this Lease Agreement supersedes all oral negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the City and TK relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between them and hereby agree that this Lease Agreement is the only and complete agreement regarding the Property.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

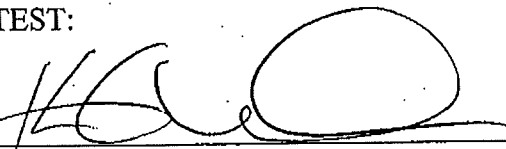
CITY OF RAMSEY, a Minnesota municipal corporation

TK ENTERTAINMENT, LLC

By 
Its: Mayor

By: 
Its: Owner

ATTEST:

By 
Its: City Administrator

Dated: 6/14/11

Dated: 6-8-11

EXHIBIT A

the break down of items needed to install Go-Kart Track

CITY OF RAMSEY

to remove building and do rough grade	
to give us electrical source/part of building removal?	
do / pay for site plan	\$3,500.00
do / pay for grading plan	
buy or pay for cedar/wood fencing	\$2,600.00
buy or pay for landscaping materials	\$800.00
buy or pay for the RAMSEY RACEWAY sign	\$288.50
	\$7,188.50

POWER BY KARL / KARL JANZEN

have all fencing installed and cedar / wood fencing painted	\$1,500.00
install all landscaping	\$725.00
purchase the chain link fencing	\$3,900.00
purchase bleachers 3 sections @ \$1000.00 each	\$3,000.00
remove the lighting from the old holiday gas station and install at the track	\$800.00
buy and install are scoring tower / stand. 8x10 shed	\$850.00
take care of garbage	
do all up keep: mowing/watering/cleaning/snow removal	
have portable toilets and have them serviced 2 units@ \$53.00 bi-weekly service	\$106.00
final grading:\$70.00 per hour @ 16 hours	\$1,200.00
electrical wiring	\$725.00
clay needed for track service need to see final grade plan apx.144 yards @ \$12.75 a yard	\$1,800.00
misc. needed to run the track: watering mower / sweeper vehicle	\$2,150.00
	\$16,756.00

EXHIBIT B

Note: expenses listed here do not include any start-up costs (i.e. installing fencing, hauling and grading dirt etc)

REVENUE	40	50	75
Each Spectator at \$5.00 per person	\$200.00	\$275.00	\$375.00
Each Racer at \$20.00 per Driver	\$800.00	\$1,100.00	\$1,500.00
Each Racer at \$10.00 for Pit Pass	\$400.00	\$550.00	\$750.00
Each Pit Member at \$10.00 for Pit Pass	\$400.00	\$550.00	\$750.00
Total Revenue per evening	\$1,800.00	\$2,475.00	\$3,375.00
Total Revenue for 14 Race Season	\$25,000.00	\$34,650.00	\$47,250.00

EXPENSES	40	55	75
Insurance \$5 per racer	\$200.00	\$275.00	\$375.00
Insurance \$5 per pit member	\$200.00	\$275.00	\$375.00
Parking/Staging Personnel	\$20.00	\$20.00	\$20.00
Scoring Personnel (2)	\$80.00	\$80.00	\$80.00
Corner Workers (2)	\$40.00	\$40.00	\$40.00
Flag Man	\$40.00	\$40.00	\$40.00
Tech Personnel	\$30.00	\$30.00	\$30.00
EMT (To be determined)	\$0.00	\$0.00	\$0.00
Total Expense Per Evening	\$610.00	\$760.00	\$960.00
Total Expense for 14 Race Season	\$8,540.00	\$10,640.00	\$13,440.00

Net Profit Per Evening	\$1,190.00	\$1,715.00	\$2,415.00
-------------------------------	-------------------	-------------------	-------------------

Net Profit Per 14 Race Season	\$16,660.00	\$24,010.00	\$33,810.00
--------------------------------------	--------------------	--------------------	--------------------

PERCENTAGES TO EACH			
Potential Income for Power by Karl at 70%	\$11,662.00	\$16,807.00	\$23,667.00
Potential Income for City of Ramsey at 30%	\$4,998.00	\$7,203.00	\$10,143.00
Potential Income for Power by Karl at 60%	\$9,996.00	\$14,406.00	\$20,286.00
Potential Income for City of Ramsey at 40%	\$6,664.00	\$9,604.00	\$13,524.00
Potential Income for Power b Karl at 50%	\$8,330.00	\$12,005.00	\$16,905.00
Potential Income for City of Ramsey at 50%	\$8,330.00	\$12,005.00	\$16,905.00

EXHIBIT C

AMENDED LEASE AGREEMENT
CITY OF RAMSEY/TK ENTERTAINMENT, LLC

WHEREAS, the parties City of Ramsey and TK Entertainment, LLC have previously entered into a Lease Agreement for the operation of a go-kart track known as Ramsey Raceway. Said Lease Agreement attached hereto as Exhibit 1.

And whereas, the parties feel it would be mutually beneficial for the original Lease Agreement to be amended to be in conformity with the Interim Use Permit applicable to this property and approved on May 31, 2011.

Now therefore, it is agreed by and between the parties hereto that paragraph 2 of the original Lease Agreement will be modified as follows:

The city will lease subject to the terms and conditions defined below to TK, the property for the period June 1, 2011 (the commencement date) through May 31, 2016 (the termination date) for the purpose of operating a go-kart track. The lease term as used herein is the period June 1, 2011 through May 31, 2016.

That paragraph 3 of the original agreement relative to early termination shall be deleted in its entirety.

All other terms and conditions of the original Lease Agreement noted as Exhibit 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands

**CITY OF RAMSEY, a Minnesota
Municipal Corporation**

TK ENTERTAINMENT, LLC

By _____
Its: Mayor

By _____
Its: Owner

ATTEST:

By _____
Its: City Administrator

Dated: _____

Dated: _____

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

RESOLUTION #11-05-102

A RESOLUTION APPROVING AN INTERIM USE PERMIT TO ALLOW FOR COMMERCIAL OUTDOOR RECREATION FOR THE OPERATION OF A GO CART TRACK, BASED UPON FINDINGS OF FACT #0886 AND DECLARING TERMS OF SAME.

WHEREAS, Karl Janzen, hereinafter referred to as "**PERMITTEE**", has properly applied for an Interim Use Permit to allow the operation of a go cart track on the subject property generally known as 14550 Armstrong Blvd NW, legally described as:

Lots 1 and 3, Block 1, Hauser Addition, Anoka County, Minnesota.

(the "Subject Property"); and

WHEREAS, the City Council has adopted findings of fact related to the **PERMITTEE**'s application by its Resolution #11-05-101, which are hereby incorporated as reference.

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

That based on the foregoing findings of fact, the City Council concludes that an Interim Use Permit ("IUP") may be granted to the **PERMITTEE** conditioned upon the following:

- 1) The **PERMITTEE** may operate go-cart racing track on the Subject Property as indicated on the site plan prepared by Hakanson Anderson, dated April 12, 2011 (the "Site Plan"), herein attached as Exhibit A.
- 2) These IUP uses are for a five year term commencing on the date of approval of this permit or in the event the Subject Property is needed for other public purpose including, but not limited to the construction of Armstrong Boulevard. This IUP is defined in Section 117-52 of City Code. City Staff will monitor the events for any problems related to traffic, crowd control, noise, and other issues related to public safety.
- 3) The **PERMITTEE** may operate no more than twice per week and no race shall commence after 10:00 p.m.
- 4) The **PERMITTEE** shall acquire permission from any and all persons, organizations, or companies with rights to any and all drainage and utility easements to perform any work within any drainage and utility easement and shall be subject to approval of the City Attorney as to legal form.
- 5) The **PERMITTEE** shall provide the City's City Engineer with final civil engineering plans to ensure compliance with Stormwater management and erosion control prior to commencing any construction.

- 6) The **PERMITTEE** shall be responsible for any environmental cleanup on the Subject Property as a result of any hazardous material spill.
- 7) The **PERMITTEE** shall comply with City Code Section 30-3 (Public nuisances) including, but not limited to, noise levels and dust control.
- 8) The **PERMITTEE** shall be responsible for obtaining all applicable permits, licenses, etc. including, but not limited to, a Zoning Permit for fence construction, a permanent sign permit, a grading permit, and a license from Anoka County for all food vendors.
- 9) The **PERMITTEE** shall be allowed to expand the existing parking lot consistent with the Site Plan. The **PERMITTEE** shall be responsible for securing an additional thirty (30) proof of parking spaces in addition to the twenty-one (21) shown on the Site Plan. The **PERMITTEE** shall secure shared parking easements, subject to review and approval of the City as to form prior to executing such agreement, for all proof of parking for spaces not on the Subject Property.
- 10) The **PERMITTEE** shall be allowed by utilize tires along the inside of the chain-link fence stacked no more than two (2) tires high.
- 11) The **PERMITTEE** shall be allowed to park vehicles on a grass surface for those vehicles necessary for the operation of the go carts.
- 12) The **PERMITTEE** shall be allowed to utilize bleacher sections in accordance with applicable building regulations. The **PERMITTEE** shall notify the City prior to placing any bleacher on the Subject Property to ensure compliance with applicable regulations.
- 13) The **PERMITTEE** shall be required to maintain six (6) portable restroom facilities in clean and sanitary conditions at all times of operation.
- 14) The **PERMITTEE** shall be required to provide a fire extinguisher, 2A; 10BC, to be located in or near each race trailer and no greater than fifty (50) feet from the starting line.
- 15) The **PERMITTEE** shall mow all parking and access areas within (no greater than) 24 hours prior to the day of the race.
- 16) Any improvements, including financial investment, the **PERMITTEE** may make in reliance on this IUP SHALL NOT be considered as factors by the City in the event the **PERMITTEE** applies for an extension of the IUP.
- 17) The **PERMITTEE** shall be required to provide appropriate safety barriers surrounding the electrical service to prevent damage and injury to racers and spectators, subject to approval of the City's Police Chief and Fire Chief.
- 18) If any provision of this IUP shall be declared void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
- 19) This IUP shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the City and the **PERMITTEE**.

- 20) The violation of any of the material terms of this IUP is grounds for suspension or revocation hereof, consistent with applicable law. Furthermore, the City specifically reserves the right to amend, suspend or revoke this IUP consistent with applicable law as reasonably required to protect the public health, safety and welfare and the environment. Specifically, but without limiting the foregoing, the City may amend, suspend or revoke this IUP consistent with applicable law if the City Council reasonably determines that continued operation of the one-day events places the public health, safety, or welfare, or the environment in jeopardy or creates a public nuisance due to noise or other nuisance factors.
- 21) The City reserves the right to enter the Subject Property for the purposes of conducting inspections and obtaining necessary information pertaining to the construction and operational effect of the IUP or any related event.
- 22) All costs incurred by the City in administering and enforcing this permit shall be the responsibility of the Permittee and shall be paid within thirty (30) days of billing by the City.
- 23) The **PERMITTEE** shall be responsible for removal of all outdoor storage and debris within 48 hours of conclusion of event.
- 24) That the IUP shall abide by all lease terms between the **PERMITTEE** and the City.

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

Mayor Ramsey
Councilmember Wise
Councilmember Elvig
Councilmember Backous
Councilmember Jeffrey
Councilmember McGlone
Councilmember Tossey

and the following voted against the same:

None

and the following abstained:

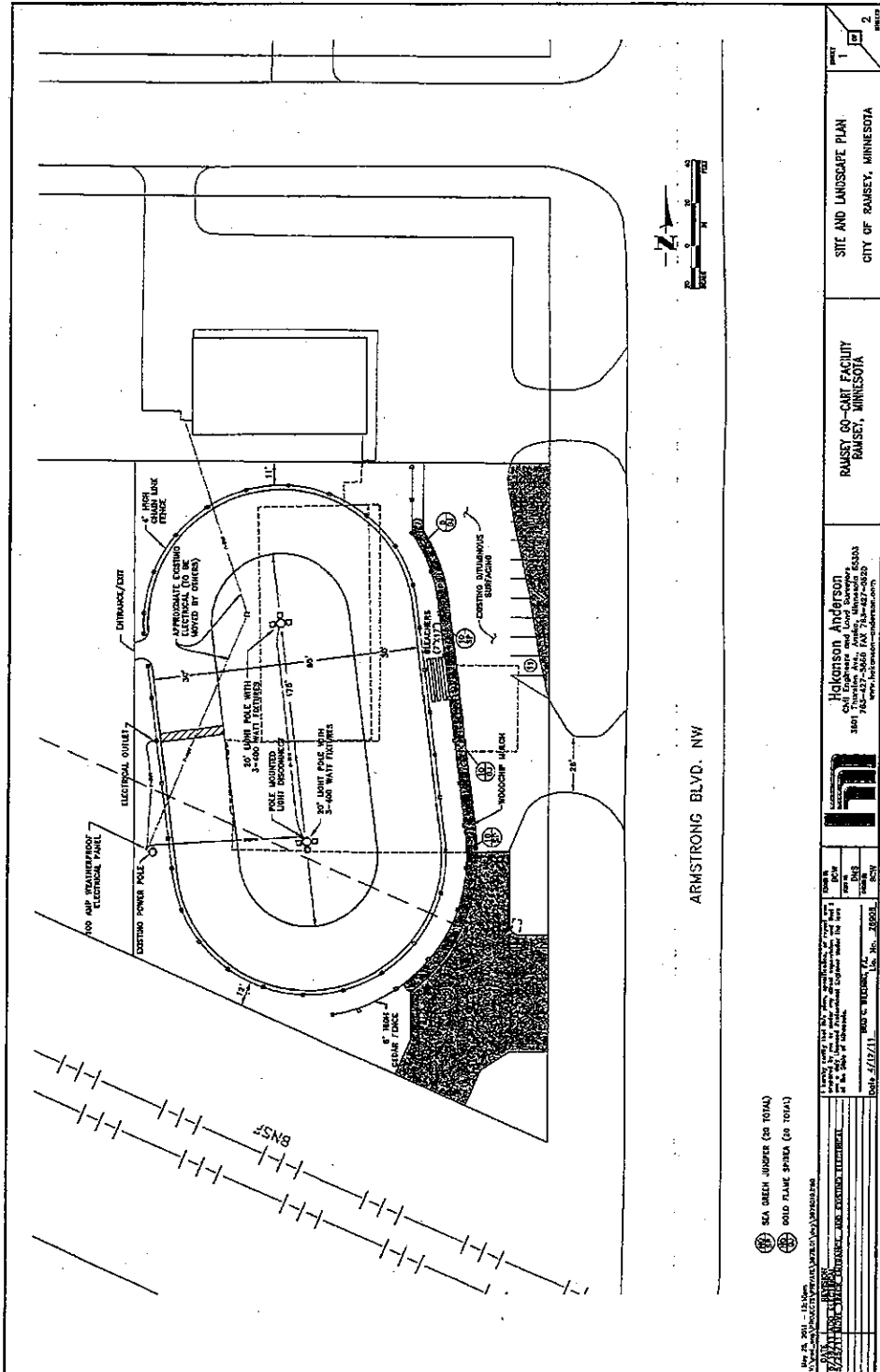
None

and the following were absent:

None

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council, this the 31st day of May, 2011.

Exhibit A
Site Plan



ARMSTRONG BLVD. NW

- ⊗ SEA GREEN JUNGLE (SQ TOTAL)
- ⊗ GOLD FLAME SPIRE (SQ TOTAL)

DATE: 4/12/11
SCALE: 1/8" = 1'-0"

PROJECT: Rousey Go-Cart Facility
DRAWN BY: [Name]
CHECKED BY: [Name]
DATE: 4/12/11



Harrison Anderson, Inc.
Civil Engineers and Surveyors
3801 Franklin Ave. Anneton, Minnesota 55002
Phone: 507-431-1111
www.harrisonanderson.com

RAUSEY GO-CART FACILITY
RAUSEY, MINNESOTA

SITE AND LANDSCAPE PLAN
CITY OF RAUSEY, MINNESOTA

SHEET 1 OF 2
DATE: 4/12/11

Meeting Date: 02/26/2013

By: Chris Anderson, Community
Development

Information

Title:

Adopt Ordinance to Amend Chapter 117 Related to Stormwater Controls and Illicit Discharges

Background:

The City of Ramsey is required by the Minnesota Pollution Control Agency (MPCA) to maintain a Municipal Separate Storm Sewer System (MS4) permit, which outlines stormwater pollution control standards for new development. A requirement of the MS4 permit is incorporating into City Code illicit discharge standards, which in essence means having regulations in place prohibiting the discharge of any substance other than stormwater into the storm sewer system.

The City is also a member of the Lower Rum River Watershed Management Organization (LRRWMO), which, in 2012, adopted their 3rd Generation Watershed Management Plan. Each member community is charged with ensuring their municipal regulations comply with the standards of the Watershed Management Plan. The 3rd Generation Plan includes certain new standards related to water quality and volume control that are presently in City Code.

Notification:

The Notice of Public Hearing was properly published in the Anoka County Union.

Observations/Alternatives:

The City presently has standards in City Code regarding stormwater pollution control. Subdivision II in Chapter 117, Article II, Division 6 outlines the requirements of stormwater management plans associated with proposed development. However, updates to this Subdivision are now necessary to implement the LRRWMO's 3rd Generation Plan. The main components of the ordinance amendment related to stormwater pollution control are water quality and volume control. Water quality standards focus primarily on phosphorous reduction (sixty percent [60%] removal efficiency) and removal of total suspended solids (ninety percent [90%] removal efficiency).

Another component of the ordinance amendment involves removing content that is no longer applicable. Section 117-395 reviews standards related to vegetated buffer protection for water bodies. However, in 2009, the City repealed it's wetland buffer ordinance, and thus, this Section is no longer applicable.

The proposed ordinance amendment adds Subdivision III to Chapter 117, Article II, Division 6. The intent of this Subdivision is to control or eliminate stormwater pollution associated with illicit discharges. The provisions within the Subdivision outline what constitutes an illicit discharge, what may be exempted from enforcement action related to illicit discharges, and emergency and non-emergency suspension of utility service related to illicit discharges. Adoption of this amendment would bring the City into compliance with the MS4 permit standards administered by the MPCA. Finally, in concert with the addition of this Subdivision, several new terms are proposed for inclusion in Section 117-1 (Definitions).

The Planning Commission conducted a Public Hearing at their January 31, 2013 meeting and there were no written or verbal comments received. The Planning Commission did inquire and review how a potential violation may be handled (especially in an instance in which the violation occurred unknowingly or unintentionally). Their main concern was understanding how the City would address a potential violation, which would be addressed similar to other established code enforcement procedures; the City would also conduct some education for the community through the website and newsletter to promote awareness of these standards and their intended purpose.

Alternative Action Options:

The City Council could choose not to adopt the proposed ordinance. The proposed amendments are intended to bring the City into compliance with the requirements of its MS4 permit and the LRRWMO's 3rd Generation Plan and are the minimum standards necessary to do so. Failure to adopt these amendments may create difficulty for future development projects in obtaining required permits, which may stall or prevent a project from moving forward and could also impact projects, including single family home construction, that are currently underway.

The City Council could choose to adopt the proposed ordinance. The need for amending City Code related to stormwater standards can be likened to updating the Zoning Code as a result of a Comprehensive Plan Update. The standards and goals of the MS4 permit program and 3rd Generation Plan (the LRRWMO's 3rd Generation Watershed Management Plan is their equivalent to a Comprehensive Plan) are implemented through the Zoning Code. Adopting these standards ensure the City is in compliance with both.

The Ordinance was introduced at the February 12, 2013 City Council meeting and is now eligible for adoption.

Recommendation:

The Planning Commission recommended that the City Council adopt the proposed ordinance related to stormwater management.

Funding Source:

Preparation of the Ordinance is being handled as part of regular Staff duties.

Council Action:

Motion to waive the City Charter requirement to read the ordinance aloud;

-AND-

Motion to introduce the Ordinance to amend Subdivision II and add Subdivision III to Chapter 117, Article II, Division of City Code related to stormwater management.

Roll Call Vote:

- Councilmember Tossey
- Councilmember Riley
- Councilmember LeTourneau
- Councilmember Backous
- Councilmember Elvig
- Councilmember Kuzma
- Mayor Strommen

Attachments

Proposed Ordinance

Draft Planning Commission Meeting Minutes Dated January 31, 2013

Form Review

Inbox	Reviewed By	Date
Len Linton	Len Linton	02/20/2013 01:35 PM
Tim Gladhill	Tim Gladhill	02/20/2013 03:58 PM
Kurt Ulrich	Kurt Ulrich	02/21/2013 08:30 AM
Form Started By: Chris Anderson		Started On: 02/20/2013 10:58 AM

Final Approval Date: 02/21/2013

ORDINANCE #13-01

CITY OF RAMSEY

**ANOKA COUNTY
STATE OF MINNESOTA**

**AN AMENDMENT TO CHAPTER 117 OF THE CITY CODE, WHICH CHAPTER IS KNOWN AS
ZONING AND SUBDIVISIONS OF THE CITY CODE OF RAMSEY, MINNESOTA**

**AN ORDINANCE AMENDING DIVISION 6 SUBDIVISION II AND ADDING SUBDIVISION III
TITLED “ILLICIT DISCHARGE ELIMINATION”**

The City of Ramsey Ordains:

SECTION 1 AUTHORITY

This ordinance is adopted pursuant to and under the authority of the City Charter of the City of Ramsey.

SECTION 2 AMENDMENTS

Section 117-1 is hereby amended to include the following definitions (additions indicated as underline, deletions indicated as ~~strike-through~~):

CFR means Code of Federal Regulations

Contaminated means containing a harmful quantity of any substance.

Contamination means the presence of or entry of any substance which may be deleterious to the public health and/or the quality of the water into the public storm water system, Waters of the State, or Waters of the United States.

Cosmetic cleaning means cleaning done for cosmetic purposes to the exterior of buildings, motorized vehicles, parking lots, recreational vehicles or similar activity. It does not include industrial cleaning, cleaning associated with manufacturing activities, hazardous or toxic waste cleaning, or any cleaning otherwise regulated under federal, state, or local laws.

Harmful quantity means the amount of any substance that will cause pollution of waters of the City, State or Nation that will cause lethal or sub-lethal adverse effects on the representative, sensitive aquatic monitoring organisms residing in waters.

Illicit Discharge means any direct or indirect non-stormwater discharge to the storm sewer system except as exempted in Section 117-414 (b) (2).

Mobile commercial cosmetic cleaning means power washing, steam cleaning and any other mobile cosmetic cleaning operation of vehicles and/or exterior surfaces engaged for commercial purposes.

Municipal Separate Storm Sewer System (MS4) means the system of conveyances, including sidewalks, municipal streets, driveways, curb & gutter, ditches, channels, retention basins, catch basins or similar storm water inlets, and/or any other conveyance delivering water to the public storm sewer collection and delivery system.

MS4 Permit means the Minnesota Pollution Control Agency (MPCA) permit issued to the City of Ramsey for monitoring and maintaining water quality in its MS4. The Environmental Protection Agency (EPA) has promulgated the National Pollution Discharge Elimination System (NPDES), Phase II storm water rules. The MPCA has delegated the responsibility to administer the National Pollution Discharge Elimination System, Phase II storm water permit system to MS4 communities.

NOI means Notice of Intent.

Notice of Intent (NOI) means a written notice to the Minnesota Pollution Control Agency that the City plans on meeting the MS4 permit requirements.

Point Source means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

Pollution means the alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any Waters of the State or the MS4, that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Release means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into groundwater, subsurface soils, surface soils, the municipal separate storm sewer system (MS4) or the Waters of the State.

Storm Water Pollution Control Plan (also known as Storm Water Pollution Prevention Plan) means a joint stormwater and erosion and sediment plan that is a document containing the requirements of Article II, Division 6, Subdivision II of this Chapter, that when implemented will decrease soil erosion on a parcel of land and off-site nonpoint pollution.

SWPPP means storm water pollution prevention plan.

Section 117-386 is hereby amended as follows (additions indicated as underline, deletions indicated as ~~strike through~~):

Sec. 117-386. – General Policy on Stormwater Runoff Volume and Rates Control.

~~For rivers and streams stormwater discharge rates must not increase over the predevelopment ten-year and 100-year peak storm discharge rates, based on the last ten years of how that land was used. Also accelerated channel erosion must not occur as a result of the proposed activity. For wetlands volume control is generally more important.~~

- (a) All development disturbing one (1) acre or more must provide water quality treatment and runoff rate control for all stormwater.
- (1) Water Quality Treatment.
 - a. Water quality treatment shall consist of a stormwater basin (dead storage) below the normal outlet greater than or equal to the runoff from a two and a half (2.5) inch storm over the entire contributing drainage area, assuming full development.
 1. The stormwater basin shall have an annual removal efficiency of sixty percent (60%) total phosphorous and ninety percent (90%) total suspended solids.
 2. The average depth of a stormwater basin shall be greater than three (3) feet.
 3. Skimmers shall be incorporated in the design of the outlet.
 - b. Peak flow control shall be provided for the 2, 10, and 100 year storm peak discharges and post development rates shall not exceed pre-development rates.
 - c. Stormwater basins shall be designed using an SCS Type 2 100-year return twenty-four (24) hour storm, 5.9 inch event.
 - (2) Volume Control.
 - a. A volume equal to one (1) inch of runoff from all impervious surfaces shall be infiltrated on site. Infiltration or evaporation from a stormwater basin may not be counted toward this requirement.
 1. Infiltration basing construction must follow the MN Stormwater Manual Chapter 12-INF, Vol. 2, or future updates.
 - b. Alternatives will be considered where infiltration may not be achieved on site.
 - c. The Lower Rum River Watershed Management Organization (LRRWMO), of which the City is a member, has established a Stormwater Impact Fund for projects that cannot meet the volume reduction requirements. The LRRWMO has also established a Volume Bank of available runoff retention Volume Credits. A sequencing process is outlined in the LRRWMO Third Generation Plan for utilizing the Volume Bank or paying into the Stormwater Impact Fund.

Sec. 117-392 (a) is hereby amended to read as follows (additions indicated as underline, deletions indicated as ~~strike-through~~):

- (a) The applicant shall install, construct, or pay the city fees for all stormwater management facilities necessary to manage increased runoff, so that the discharge rates from stormwater treatment basins for the predevelopment 2, 10 and 100-year peak storm discharge rates are not increased. These predevelopment rates shall be based on the last ten years of how that land was used. Accelerated channel erosion must not occur as a result of the proposed land disturbing or development activity. An applicant may also make an in-kind or a monetary contribution to the development and maintenance of community stormwater management facilities designed to serve multiple land disturbing and development activities undertaken by one or more persons, including the applicant.

Sec. 117-392 (d) (2) is hereby amended to read as follows (additions indicated as underline, deletions indicated as ~~strike-through~~):

- (2) Flow attenuation of treated stormwater by use of open vegetated swales and natural depressions, infiltration of the first one (1) inch of runoff from all impervious surfaces must be provided.

Sec. 117-392 (e) is hereby added to read as follows (additions indicated as underline):

- (e) Permanent stormwater facilities shall be placed in drainage and utility easements. A stormwater facilities declaration and easement agreement shall be executed for all facilities that will be

maintained by the property owner. The form of the agreement shall follow the exhibit prepared by the LRRWMO. Stormwater facilities that will be maintained by the city shall be in drainage and utility easements dedicated to the City.

Sec. 117-395 (Vegetated Buffer Protection for Rivers, Streams and Wetlands) is hereby repealed in its entirety and Sections 117-396 to 117-405 are hereby renumbered as 117-395 to 117-404.

Chapter 117, Article II, Division 6 is hereby amended as follows (additions indicated as underline, deletions indicated as ~~strike-through~~):

Subdivision III - Illicit Discharge Elimination

117-412 - Purpose.

The purpose of this ordinance is to control or eliminate storm water pollution associated with illicit discharges that may occur within the city.

117-413 - Scope. The State of Minnesota requires illicit discharge limitations into surface waters; and the City Council desires to protect its surface waters; and to provide long-term planning to minimize the impact of illicit pollutants on storm water and groundwater; and to encourage "best management practices" for the control of these illicit discharges. This Subdivision outlines regulations to manage illicit storm water discharge within the city.

117-414 - Storm Water Planning and Development

- (a) Administration. The City Engineer and authorized representatives shall administer, implement, and enforce the provisions of this Subdivision.
- (b) Discharge to MS4 Prohibited.
 - (1) It is a violation for any person to introduce or cause to be introduced into the MS4 any discharge that is not entirely composed of stormwater.
 - (2) The following are considered exempt discharge activities from enforcement action for a violation of (b) (1):
 - a. A discharge authorized by, and in full compliance with a site specific NPDES permit such as a storm water management plan permit for construction activities.
 - b. A discharge or flow resulting from fire fighting by the Fire Department.
 - c. Agricultural storm water runoff.
 - d. A discharge or flow from water line flushing or disinfection that contains no harmful quantity of total residual chlorine or any other chemical used in line disinfection.
 - e. A discharge or flow from lawn watering or landscape irrigation.
 - f. A discharge or flow from a diverted stream flow or natural spring.
 - g. A discharge or flow from uncontaminated pumped groundwater or rising groundwater.
 - h. Uncontaminated groundwater infiltration.
 - i. Uncontaminated discharge or flow from a foundation drain, sump pump, or footing drain.
 - j. A discharge or flow from a potable water source not containing any harmful substance or material from the cleaning or draining of a storage tank or other container.
 - k. A discharge or flow from air conditioning condensation that is unmixed with water from a cooling tower, emissions scrubber, emissions filter, or any other source of pollutant.
 - l. A discharge or flow from a riparian habitat or wetland.

- m. A discharge or flow from cold water (or hot water with prior permission of the City Engineer) used in street washing or cosmetic cleaning that is not contaminated with any soap, detergent, degreaser, solvent, emulsifier, dispersant, or any other harmful cleaning substance.
 - n. Drainage from a private residential swimming pool containing no harmful quantities of chlorine or other chemicals. Drainage from swimming pool filter backwash is prohibited.
- (3) No exemption shall be allowed under (c) (2):
- a. The discharge or flow in question has been determined by the City to be a source of a pollutant or pollutants to the waters of the State or to the MS4; and
 - b. Written notice of such determination has been provided to the discharger; and
 - c. The discharge has continued after the expiration of the time given in the notice to cease the discharge.
- (4) It is a violation for any person to introduce or cause to be introduced into the MS4 any harmful quantity of any substance.
- (c) Connection of Sanitary Sewer Prohibited.
- (1) It shall be a violation for any person to connect a line conveying sewage to the MS4 or to allow such a connection to continue.
- (d) Nuisances.
- (1) An actual or threatened discharge to the MS4 that violates or would violate this Subdivision is hereby declared to be a nuisance.
- (2) A line conveying sewage or designed to convey sewage that is connected to the MS4 is hereby declared to be a nuisance.
- (e) Emergency Suspension of Utility Service and MS4 Access.
- (1) Providing there are State regulations restricting the interruption of service, the City may, without prior notice, suspend water service, sanitary sewer service, and/or MS4 discharge access to a person discharging to the MS4 or Waters of the State when such suspension is necessary to stop an actual or threatened discharge which:
- a. Presents or may present imminent and substantial danger to the environment or to the health or welfare of persons; or
 - b. Presents or may present imminent and substantial danger to the MS4 or Waters of the State.
- (2) When the City Engineer determines that City-provided water and/or sanitary sewer service needs to be suspended pursuant to (f) (1), the City Engineer is empowered to order such suspension.
- (3) As soon as is practicable after the suspension of service or MS4 discharge access, the City Engineer shall notify the violator of the suspension in person or by certified mail, return receipt requested, and shall order the violator to cease the discharge immediately. When time permits, the City Engineer should attempt to notify the violator prior to suspending service or access.
- (4) If the violator fails to comply with an order issued under (f) (3), the City Engineer may take such steps deemed necessary to prevent or minimize damage to the MS4 or Waters of the State, or to minimize danger to persons.

- (5) The City shall not reinstate suspended services or MS4 access to the violator until:
 - a. The violator presents proof, satisfactory to the City Engineer, that the noncomplying discharge has been eliminated and its cause determined and corrected; and
 - b. The violator pays the City for all costs the City incurred in responding to, abating, and remediating the discharge or threatened discharge; and
 - c. The violator pays the City for all costs the City will incur in reinstating service or access.
- (6) A violator whose service or access has been suspended or disconnected may appeal such enforcement action to the City Engineer, in writing, within ten (10) days of notice of the suspension.
- (7) The City may obtain a lien against the property to recover its response costs.
- (8) The remedies provided by this Section are in addition to any other remedies set out in this Subdivision. Exercise of this remedy shall not be a bar against, nor a prerequisite for, taking other action against a violator.

(f) Non-Emergency Suspension of Utility Service and MS4 Access.

- (1) The City may terminate the City-provided water supply, sanitary sewer connection, and/or MS4 access any person discharging to the MS4 in violation of this Subdivision, if such termination would abate or reduce the illicit discharge.
- (2) The City Engineer will notify a violator of the proposed termination of its water supply, sanitary sewer connection, and/or MS4 access. The violator may petition the City Engineer for reconsideration and a hearing before the City Council.
- (3) The City shall not reinstate suspended services or MS4 access to the discharger until:
 - a. The violator presents proof, satisfactory to the City Engineer, that the non-complying discharge has been eliminated and its cause determined and corrected; and
 - b. The violator pays the City for all costs the City will incur in reinstating service or MS4 access.
- (4) The remedies provided by this Section are in addition to any other remedies set out in this Subdivision. Exercise of this remedy shall not be a bar against, nor a prerequisite for, taking other action against a violator.
- (5) It shall be a violation for any person to reinstate water service, sanitary sewer service, and/or MS4 access to premises that were terminated pursuant to this Subdivision without the prior approval of the City Engineer.

(g) The provisions of Section 1-7 (General Penalty; Continuing Violations) are hereby incorporated by reference, as though repeated verbatim herein.

SECTION 3. SUMMARY

The following is the official summary of Ordinance #13-01, which has been approved by the City Council of the City of Ramsey as clearly informing the public of the intent and effect of the Ordinance.

It is the intent and effect of Ordinance #13-01 to amend Ramsey, Minnesota City Code Chapter 117, Article II, Division 6 to:

- Incorporate water quality and volume control standards into the stormwater pollution control regulations.
- Remove vegetated buffer protection standards that are no longer applicable.
- Add Subdivision III, which shall regulate illicit discharges to Ramsey's Municipal Separate Storm Sewer System.

SECTION 4. EFFECTIVE DATE

The effective date of this Ordinance is thirty (30) days after its passage and publication, subject to City Charter Section 5.07.

Adopted by the Ramsey City Council the XXX day of XXXXXXX, 2013.

Mayor

ATTEST:

City Clerk

Introduction Date:

Posting Dates:

Adoption Date:

Publication Date:

Effective Date:

Commissioner Schiller agreed stating the existing building was becoming an eyesore and was in need of redevelopment.

Development Services Manager Gladhill commented the EDA was aware this retail area was in need of revitalization.

Mr. Erhart reiterated that the two proposals before the Commission this evening were mutually exclusive. He added that a great deal of retail had been moved to The COR and the City may have to reevaluate the needs at this site.

Chair Levine thanked the Commission, applicants and public for their input this evening.

5.03: Public Hearing: Consider Ordinance Amendments to Chapter 117 Related to Stormwater Controls and Illicit Discharges

Public Hearing

Chairperson Levine called the public hearing to order at 9:06 p.m.

Presentation

Associate Planner/Environmental Coordinator Anderson presented the staff report. He explained the City is required by the Minnesota Pollution Control Agency (MPCA) to maintain a Municipal Separate Storm Sewer System (MS4) permit, which outlines stormwater pollution control standards for new development. A requirement of the MS4 permit is incorporating into City Code illicit discharge standards, which means having regulations in place prohibiting the discharge of any substance other than stormwater into the storm sewer system.

Associate Planner/Environmental Coordinator Anderson stated The City is also a member of the Lower Rum River Watershed Management Organization (LRRWMO) which in 2012 adopted their 3rd Generation Watershed Management Plan, which includes certain new standards related to water quality and volume control that are presently not in City Code. Staff discussed the plan in further detail, the proposed ordinance amendments to Chapter 117 and recommended the Commission approve the proposed ordinance amendments related to stormwater management.

Chair Levine requested comment from the Civil Engineer Linton.

Civil Engineer II Linton recommended the Commission proceed with the proposed ordinance amendments to assure the City was in compliance with all stormwater management requirements both at the state and local levels. He discussed the amount of runoff from rainstorm events along with the current management of infiltration basins throughout the City.

Citizen Input

Commissioner Field requested further information on the definition of illicit discharge. He read the current definition for the Commission along with the numerical reference.

Associate Planner/Environmental Coordinator Anderson noted there was a type-o in this section and he would correct the referenced numerical mistake.

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

Motion Carried. Voting Yes: Chairperson Levine, Commissioners VanScoy, Schiller, Bauer, and Field. Voting No: None. Absent: Commissioners Brauer and Perez.

Chairperson Levine closed the public hearing closed at 9:25 p.m.

Commission Business

Commissioner Field expressed concern that the “type” and volume of illicit discharge was not clearly defined within the ordinance. He questioned if the document could be delayed to allow for further clarification.

Associate Planner/Environmental Coordinator Anderson explained this could impact development requests before the City at this time.

Civil Engineer II Linton discussed how the new stormwater regulations required that the runoff from a property could be no more after redevelopment than it was prior to the redevelopment.

Development Services Manager Gladhill described that the proposed revisions were funneled down to the City through new state regulations. He indicated that until the City was in compliance no new building permits could be approved.

Commissioner Field requested that the violation portion within this Ordinance be revisited by the Commission at a future date to allow for further discussion on this matter.

Civil Engineer II Linton discussed how illicit discharge concerns were addressed by staff with homeowners. He commented education was a large portion of the MS4 permits charge. He stated penalties were not the first step.

Associate Planner/Environmental Coordinator Anderson commented that repeat offenders could potentially be dealing with fines or penalties.

Development Services Manager Gladhill indicated there was always a right to appeal any charges of illicit discharge on behalf of the residents. This would then be reviewed by the City Engineer.

Commissioner Field thanked staff for clarification on this issue.

Motion by Commissioner Bauer, seconded by Commissioner VanScoy, to recommend that City Council adopt the Ordinance amending Subdivision II and adding Subdivision II to Chapter 117, Article II, Division of City Code, as amended.

Motion Carried. Voting Yes: Chairperson Levine, Commissioners Bauer, VanScoy, Field, and Schiller. Voting No: None. Absent: Commissioners Brauer and Perez.

5.04: Zoning Bulletins

Zoning Bulletins were noted.

6. COMMISSION / STAFF INPUT

6.01: New Development

Senior Planner Gladhill discussed several new developments that were before the City at this time. He commented a work session meeting was proposed for February 11th or February 21st. He requested the Commission review their schedules and respond back to staff.

7. ADJOURNMENT

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

Motion Carried. Voting Yes: Chairperson Levine, Commissioners VanScoy, Schiller, Bauer, and Field. Voting No: None. Absent: Commissioners Brauer and Perez.

The special meeting of the Planning Commission adjourned at 9:41 p.m.

Respectfully submitted,

Tim Gladhill
Development Services Manager

ATTEST:

JoAnn Shaw
Planning Division Secretary

Meeting Date: 02/26/2013

Submitted For: Patrick Brama

By: Jo Thieling, Administrative Services

Information

Title:

Consider Policy for Leasing City-Owned Land

Background:

The City of Ramsey owns an inventory of real property. A number of City owned properties hold economic value and provide the City with the opportunity of leasing properties to the private sector.

The Community benefits by leasing City owned properties to the private sector as they become taxable. Increasing the overall tax capacity of a community by leasing City owned properties lowers the tax burden for individual tax payers.

The purpose of the proposed policy is to guide the process of developing and negotiating leases for the use of City owned properties. Specifically, this policy outlines standards City Staff shall follow as they negotiate with prospective lessors.

The desired outcome of this policy is to develop a clear, consistent, transparent, and fair process the City Council, prospects, lessees and Staff can rely on as leasing negotiations transpire.

Observations/Alternatives:

Due in large part to a number of transportation projects throughout the community, the City has acquired a number of parcels for future right-of-way (ROW). As a result, the City has negotiated a number of leases with private organizations on various City owned properties.

Internally, the responsibility of negotiating leases has shifted over the past five years. At one time, the City contracted said function with Premier Commercial Realty (outside vendor). Over the past few years, with turnover in City staff, this function has changed hands multiple times internally.

Looking back, it is Staff's observation the City has maintained an inconsistent and unclear policy on how lease agreements are negotiated. This issue has the following real or perceived consequences:

- Favoritism or politics
- City being "NOT" business friendly
- Staff "CONFLICT OF INTEREST"
- The City "SHOULD" lease City owned land, even at a discount, to keep it on the tax roles
- Frustration and finger pointing regarding the following specific inconsistencies:
 - Taxes
 - City or tenant responsibility?
 - Paid monthly to the City or by tenant independently; should the City have an escrow?
 - Insurance
 - Certificate of Insurance, due before closing or not?
 - Base rent
 - What is it and what does it not include?
 - How do we define and how do we arrive at this number?
 - Does the City have a price floor?

Staff believes the attached policy addresses the real or perceived issues outlined above. By adopting said policy, the

City will be in position to develop consistent and fair leases and provide Staff formal support and a baseline in which leases are negotiated.

ALTERNATIVES:

- *Discuss and amend the attached draft policy; and direct Staff to revise and bring back to a regular City Council meeting for adoption
- *Do not develop a formal policy for leasing City owned land.
- *Direct Staff to pursue an alternative direction.

Recommendation:

Discuss and amend the attached draft policy; and direct Staff to revise and bring back to a regular City Council meeting for adoption.

NOTE: Staff would like specific direction regarding base rent. How far below market rate is the Council comfortable with setting a floor (minimum price). The proposed policy calls for a minimum 80% of market rate price.

Funding Source:

NA

Council Action:

Discuss and amend the attached draft policy; and direct Staff to revise and bring back to a regular City Council meeting for adoption.

NOTE: Staff would like specific direction regarding base rent. How far below market rate is the Council comfortable with setting a floor (minimum price). The proposed policy calls for a minimum 80% of market rate price.

Attachments

Draft Lease Policy

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Jo Thieling	02/21/2013 10:00 AM
Form Started By: Jo Thieling		Started On: 02/21/2013 09:16 AM

Final Approval Date: 02/21/2013

City of Ramsey
POLICY FOR LEASING CITY OWNED PROPERTY

BACKGROUND

The City of Ramsey owns an inventory of real property. A number of City owned properties hold economic value and provide the City with an opportunity for leasing properties to the private sector.

The community benefits by leasing City owned properties to the private sector as the local property tax base is increased. Increasing the overall tax capacity of a community by leasing City owned properties lowers the tax burden for City residents.

PURPOSE

The purpose of this policy is to guide the process of developing and negotiating leases for the use of City owned properties. Specifically, this policy outlines standards City Staff shall follow as they negotiate with prospect lessees.

The desired outcome of this policy is to develop a clear, consistent, transparent and fair process the Council, prospective lessees and Staff can rely on in lease negotiations.

LEASE TERMS

The City Council shall make the final decision on all lease agreements. Lease terms identified below are particularly important in lease negotiations. Additional lease terms may be included in City owned land leases on a case-by-case basis.

1. *Lease Length*

Negotiable. Where appropriate, leases shall include an early termination clause, at the City's discretion, in order to facilitate City need for higher priority uses; such as, right of way or other public purposes.

2. *Rental Rate*

Rental rates shall be structured as follows:

- a. The tenant shall be responsible for base rent. Base rent shall be determined by market value rent. Staff shall solicit recommendations from creditable real estate professionals for a market rental rate. The average rate of said recommendations shall be the City's target rental rate. The City shall not lease City owned property for less than 80% of said market rate.

- b. The tenant shall be responsible for purchasing public liability insurance in addition to base rent. See section three below for details.
- c. The tenant shall be responsible for all CAM (common area maintenance) charges and all routine property maintenance in addition to base rent.
- d. The tenant shall be responsible for paying property taxes in addition to base rent. City Staff shall calculate property taxes separate from base rent; then, will charge tenant a premium to cover the said costs. The City maintains the responsibility of physically sending a payment to Anoka County for property taxes.
- e. At a minimum, lease agreements must cover all City costs associated with a particular property.

3. *Insurance*

Lessee is responsible for providing public liability insurance on leased City owned property. The City must be listed as an additional insured on lessee's insurance policy. The City Attorney shall make a recommendation for minimum policy value. \$1,000,000 shall serve as a minimum and \$2,000,000 as a baseline.

The use of a property shall be a factor in determining the appropriate public liability insurance policy.

POLICY STATEMENT

In an effort to avoid undercutting the private market, the Ramsey City Council desires to keep rates for leasing City owned property as close to market rates as possible. The City does not want to unfairly compete with private landowners. See Lease Terms Section, paragraph 2A.

Meeting Date: 02/26/2013

Submitted For: Kurt Ulrich

By: Bill Goodrich, Administrative Services

Information

Title:

Consider purchase of 14590 Armstrong Blvd. NW, Ramsey, Minnesota (Wiser Choice Liquor Store) from M&W Holding Company, LLC (the "Property"). **PORTIONS OF THIS DISCUSSION MAY BE CLOSED TO THE PUBLIC.**

Background:

Staff has received a counteroffer from the Seller to the City's offer to purchase the Property authorized by the Council in closed session on February 12, 2013.

In the event the Council determines in closed session to accept the Seller's counteroffer, it will be necessary for the Council to approve by Resolution the purchase of the Property at an open meeting, and the purchase price is public data. Attached to this case is a proposed Resolution approving the purchase including a blank to be filled in announcing the purchase price. In addition, the Resolution includes a summary of the Council's reasons and actions relating to the purchase. The additional Resolution information is presented in order for the record to be clear that no conflict of interest issues exist as a result of Jeff Wise, principal shareholder of Seller M&W Holding Company, LLC having a been a former City Council member.

Observations/Alternatives:

The counteroffer will be presented in closed session for Council to consider/response. In the event the Council concludes in closed session to purchase the Property, a Resolution approving the purchase and sale terms will be available for Council consideration and possible adoption.

An alternative of course will be not to approve the proposed purchase agreement or counteroffer the Seller's present offer.

Recommendation:

Staff recommends closing the meeting to consider the counteroffer. Contingent on closed session approval, staff recommends adoption of the attached Resolution approving the purchase and announcing the sale terms publicly.

Funding Source:

Funding for this property acquisition was included in the budget for the Armstrong/Sunwood realignment project.

Council Action:

Motion to close the meeting to consider a counteroffer from the Seller for the purchase by the City of the Property located at 14590 Armstrong Blvd. The closed meeting is pursuant to the authority granted by Minn. Stat. §13D.05, Subd. 3(c).

and

Motion to adopt Resolution 13-02-052 which is a Resolution authorizing the purchase of the real property located at 14590 Armstrong Blvd. NW for a purchase price of \$_____ and that the other purchase terms to be pursuant to the terms of the Purchase Agreement reviewed with staff and the City Council this evening, which purchase agreement is subject to final approval as to legal form by the City Attorney.

Attachments

Resolution

Form Review

Inbox
Kurt Ulrich

Form Started By: Bill Goodrich

Reviewed By
Kurt Ulrich

Final Approval Date: 02/21/2013

Date
02/21/2013 03:17 PM
Started On: 02/21/2013 10:00 AM

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

RESOLUTION #13-02-052

A RESOLUTION APPROVING THE PURCHASE OF REAL PROPERTY LOCATED AT 14590 ARMSTRONG BLVD. NW, RAMSEY, MINNESOTA.

WHEREAS, the City Council has considered the purchase of the real property located at 14590 Armstrong Blvd. NW from M&W Holding Company, LLC which property is presently occupied by an off-sale liquor store known as Wiser Choice Liquors (the “Subject Property”); and

WHEREAS, the purpose of the acquisition of the Subject Property is transportation and right-of-way uses in conjunction with the City’s plans for a Hwy 10/Armstrong Blvd. Interchange (the “Project”); and

WHEREAS, the City is diligently working with Anoka County, the 2013 State legislature and Federal Highway transportation authorities to seek funding for the Project; and

WHEREAS, the Project is a City priority in furthering its responsibility of maintaining the health, safety and welfare of its residents and the general traveling public within the City; and

WHEREAS, Hwy 10 from Armstrong Blvd. to the City of Anoka has been the location of numerous recent pedestrian and automobile accidents resulting in death, personal injuries and personal property damages; and

WHEREAS, in the event the City is unable to purchase the Property by direct negotiation and funding for the Project is available, the City Council will consider condemnation to acquire the Subject Property; and

WHEREAS, when funding becomes available the Project will move forward and at that time the City would have the legal authority to acquire the Subject Property by condemnation; and

WHEREAS, condemnation will not of course be necessary if the City is able to acquire the Property by direct negotiation as approved by this Resolution; and

WHEREAS, the current City Council comprises three new members elected in November 2012; and

WHEREAS, the current City Council discussed the Project in closed session and open meetings on January 8th, 22nd, February 12th and 26, 2013; and

WHEREAS, at its meetings the Council has discussed...

- The public purpose of the Project;
- The Project’s ever present urgent need;
- Whether or not the Subject Property is necessary for the Project;
- Why the present timing for acquiring the Subject Property;
- The purchase terms of a proposed purchase agreement for the Subject Property including its purchase price and review of its two appraisals;
- Relocation issues associated with acquiring the Subject Property;

- Lease back terms in a proposed Purchase Agreement;
- Early termination issues of any lease back; and

WHEREAS, after consideration of all the above the current City Council has determined that it is not in the City's best interest to make the City's purchase of the Subject Property contingent on purchase by the Seller of a City owned parcel in the COR; and

WHEREAS, the current City Council acknowledges that it is under no obligation of any kind to purchase the Subject Property nor is it under any obligation to purchase the Subject Property upon any terms established by any previous City Council; and

WHEREAS, this current City Council has reviewed the Project and the acquisition of the Subject Property independent of any previous City Council's or Council member's influence, actions and discussions.

NOW, THEREFORE, be it resolved by this City Council of the City of Ramsey, Anoka County, State of Minnesota as follows:

1. That the City is authorized to purchase the real property located at 14590 Armstrong Blvd. NW for a purchase price of \$_____ and that the other purchase terms be pursuant to the terms of the Purchase Agreement reviewed by the City Council on February 26, 2013 and which Purchase Agreement is subject to final approval as to legal form by the City Attorney. The City's Mayor and City Administrator are authorized to execute those documents necessary to close on the Purchase Agreement described herein.

The motion for the adoption of the foregoing resolution was fully 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 _____ day of February, 2013.

By: _____
Mayor

ATTEST:

By: _____
City Administrator