

City of Ramsey
Agenda
Revised
Regular City Council
Tuesday, August 11, 2015
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

1. **Call to Order**
2. **Presentation**
 1. 2015 Happy Days Update
3. **Citizen Input**
4. **Consent Agenda**
 1. Receive June 2015 Financial Reports - General Fund and Enterprise Funds
 2. Approve the Following Meeting Minutes:
 1. City Council Work Session dated 07/28/2015
 2. City Council Regular dated 07/28/2015
 3. Approve Amendment to Landscape Plan for Harvest Estates
 4. Approve Response to Metropolitan Council draft 2015 Twin Cities Metropolitan Area Master Water Supply Plan
 5. Approve Replacement of Lift Station #1 Control Cabinet with Total Control Systems at a Cost of \$45,105
 6. Adopt Resolution #15-08-197 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 23, 2015 through August 5,2015
 7. Adopt Resolution #15-08-196 Approving an Encroachment Agreement for a Portion of a Proposed Deck in a Drainage and Utility Easement at 7214 167th Ter NW; Case of Brandon Sis
 8. Adopt Resolution #15-08-198 Authorizing Acquisition of a Permanent Easement Necessary for the Construction of a Storm Sewer Line
 9. ~~Adopt Resolution #15-08-204 to Hire Public Safety Administrative Support Personnel~~ **Please Note: this case was moved from Consent 4.09 to Case 7.07 on the regular agenda.**
5. **Approve Agenda**

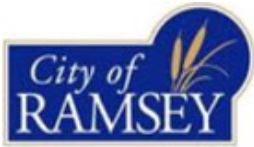
6. Public Hearing

7. Council Business

1. Adopt Ordinance #15-13 Amending Ordinance #15-04 Massage Businesses and Services by Deleting the Insurance Requirements
2. Adopt Resolution 15-08-192 Approving Amended Joint Powers Agreement with City of Anoka for Extending Sewer and Water Utilities to Serve Two Parcels
3. Adopt Resolution #15-08-193 Approving Assessment Agreement for Ridgepoint Residential Development Improvements, Improvement Project #15-21
4. Adopt Resolution 15-08-194 Accepting Bids and Awarding Contract for Ridgepoint Residential Development Improvements, Improvement Project #15-21
5. Consider Multiple Actions Related to a Potential Life Fitness Expansion and Redevelopment Project
6. Approve Master Disbursement Agreement and an Amendment to the Development Agreement With CB Ramsey Housing Limited Partnership for the Project Known as Sunwood Village; Case of CommonBond Communities
7. Adopt Resolution #15-08-204 to Hire Public Safety Administrative Support Personnel **Please Note: this case was moved from Consent 4.09.**

8. Mayor/Council/Staff Input

9. Adjournment



Our Mission: To work together to responsibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session

2. 1.

Meeting Date: 08/11/2015

Submitted For: Nichole Wenberg, Administrative Services

By: Nichole Wenberg, Administrative Services

Information

Title:

2015 Happy Days Update

Purpose/Background:

Staff would like to provide an update for the City Council on the coordination and planning efforts for the City of Ramsey's annual Happy Days Festival. Numerous documents pertaining to this presentation are attached: budget, schedule, site map, and event maps.

Funding Source:

The General Fund supports \$10,000 toward Happy Days. The remainder is paid by sponsor donations and registration fees.

Recommendation:

Informational only. No action needed.

Action:

This case is informational only - no action necessary.

Attachments

[2015 Happy Days Schedule](#)

[2015 Happy Days Budget](#)

[2015 Happy Days Site Map](#)

[2015 Happy Days Update Presentation](#)

Form Review

Inbox	Reviewed By	Date
Patrick Brama	Jo Thieling	08/05/2015 03:52 PM
Diana Lund	Diana Lund	08/05/2015 04:03 PM
Kurt Ulrich	Jo Thieling	08/06/2015 08:50 AM
Form Started By: Nichole Wenberg		Started On: 07/31/2015 12:07 PM
Final Approval Date: 08/06/2015		

HAPPY DAYS

17th ANNUAL CITY OF RAMSEY
SATURDAY, SEPTEMBER 12th, 2015

PLATINUM SPONSORS
northgate
CHURCH

Anoka Area Chamber of Commerce
Andover • Anoka • Champlin • Coon Rapids • Dayton
Norwell • Oak Grove • Ramsey • St. Francis

BOB 106.6
FM/HD

BOLTON & MENK THE
COR
Engineers & Surveyors

Freedom
Christian Church

M&G
TRAILER SALES
SERVICE • RENTAL

CONNECTIONS
CHURCH

Ramsey
EPB
RAMSEY
LIONS CLUB
MINNESOTA

NORTHERN
LIGHT
CHURCH

The Catholic Church of
St. Katharine
Drexel

THURSDAY, SEPT. 10th
Taste of Happy Days
HOSTED BY RAMSEY ROTARY: FOOD, WINE & BEER VENDORS, ENTERTAINMENT
AT THE FOUNTAINS OF RAMSEY

SATURDAY, SEPT. 12th
Pancake Breakfast, RAMSEY CITY HALL
HOSTED BY THE RAMSEY FOUNDATION

ARAA Baseball Tournament
THE DRAW BALLFIELD

5K Run & Youth Fun Run, USATF CERT.
START/FINISH: VA CLINIC PARKING LOT

Family Bike Tour
START/FINISH: RAMSEY FIRE STATION #1

Wellness Van
BLOOD PRESSURE CHECK, CHOLESTEROL, EYES, ETC.

Car Show

Bean Bag Tournament

Kids Fun & Activities

MULTIPLE INFLATABLES, ROCK WALL, POWER BUNGEE, FACE PAINTING, BALLOONS

Food Vendors, 7 DIFFERENT SPECIALTIES

Lion's Beer Tent

Kids Talent/Music Stage, EVENT TENT

Happy Days Expos

BUSINESS, CRAFT/MERCHANT

Happy Days Parade, SUNWOOD DRIVE

Dance Caravan

RENAISSANCE DANCE, SUNWOOD DRIVE NEAR CITY HALL PLAZA

Gravel Roads

LIVE MUSIC, CITY HALL PLAZA STAIR CASE

Ramsey Fire Dept. Chili Cook-off

Bingo, EVENT TENT

HOSTED BY ANOKA WOMEN OF TODAY & 7:30 pm 10:30 pm

Jerry Frasier, EVENT TENT

MAGIC/COMEDY 6:00 pm 7:00 pm

Maiden Dixie, MAIN STAGE

COUNTRY/CLASSIC ROCK 8:30 pm 11:00 pm

Fireworks 9:00 pm 9:20 pm



PLATINUM SPONSORS
In'Tech Industries, INC.



CONNEXUS
ENERGY
Your Community Energy Partner



BANK OF THE WEST
BNP PARIBAS GROUP

Do All
PRINTING

GOLD SPONSORS

- Coborn's
- NAU Country Insurance
- One Hour Heating & AC
- Village Bank | PSD, LLC
- Hakanson Anderson
- Ace Solid Waste
- Anytime Fitness
- Mike Orn-State Farm Insurance
- Parkplace Studio
- Wendell's
- Zero Zone, Inc.
- The Links at Northfork
- Hope Fellowship Church
- R and D Transportation

SILVER SPONSORS

- Prevail Counseling Group
- The Bank of Elk River
- Casey's General Store
- Pearson Farm
- Skeeter Boat Center
- Boilermakers Local 647
- Green Valley Greenhouse, Inc.

LOCATION 7550 Sunwood Drive NW – Ramsey, MN 55303 – Within The COR, Ramsey's Downtown
INFORMATION SPONSORSHIP OPPORTUNITIES, SIGN UP FOR AN EVENT, GETTING INVOLVED/VOLUNTEER, OTHER
WEBSITE cityoframsey.com/happy-days • **EMAIL** nwenberg@cityoframsey.com • **PHONE** 763-433-9831

PRICING & CHARGES:
Most events are free, including:
kids activities, live music and
fireworks, thanks to our sponsors

2015 Proposed Happy Days Budget

EXPENSES

EXPLICIT

Generators/lights/electrician (Cummins)	\$ (6,820.96)
Fireworks (RES Pyrotechnics)	\$ (6,000.00)
Inflatables (USA Inflatables, Northgate)	\$ (4,928.40)
Inflatables (USA Inflatables, Coborn's)	\$ (329.00)
Maiden Dixie (Music Works)	\$ (4,000.00)
Gravel Roads	\$ (500.00)
Jerry Fraiser	\$ (900.00)
20x40 Happy Days Tent (Metro Tent)	\$ (495.00)
40x60 Bingo Tent (Metro Tent)	\$ (950.00)
40x60 Northgate Church Tent (Metro Tent)	\$ (950.00)
Stage (Midway Rental)	\$ (1,775.67)
Small Stage (Metro Tent)	\$ (322.00)
Banquet tables & chairs	\$ (110.00)
Delivery/Pickup (Metro Tent)	\$ (50.00)
Picnic Tables (Majestic Tents & Events)	\$ (1,625.00)
Sanitary Services (Biff's)	\$ (966.00)
Staff Food (various Ramsey biz)	\$ (500.00)
5K T-Shirts	\$ -
Plaques/Awards	\$ (252.04)
Express Signs	\$ (465.00)
Happy Days date banner	\$ (30.00)
The Courier Ad #1	\$ (195.00)
The Shopper Ad #1	\$ (100.00)
The Shopper Ad #2	\$ (100.00)
Elk River News Ad	\$ (50.00)
Fireworks Insurance Premium (Ramsey)	\$ (225.00)
Music License (BMI)	\$ (330.00)
Golf Carts (10)	\$ (365.00)
Flyers (Do All)	\$ (275.00)
5k Race Timing (Running Ventures)	\$ (165.50)
Dance Caravan	\$ (100.00)
Staff & HD shirts	\$ (1,180.00)
HD yard signs	\$ (185.00)
5k cert. (\$150) + processing fee (\$25)	\$ (175.00)
5k mile markers	\$ (100.00)
5k 4-way flashers (\$400) + permit fee (\$50)	\$ (450.00)
5k top finisher prizes	\$ (210.00)
Color guard- 7th Pennsylvania Reg.	\$ (75.00)
Mail letters	\$ (14.40)
Mail awards/plaques	\$ (56.93)
Sponsorship mailers	\$ (328.50)
New Bike Tour way finding signs?	\$ (150.00)
Sandwich board schedules?	\$ (100.00)
Parade programs?	\$ (350.00)

IN-KIND DONATION VALUES:

Ramsey, Personnel Estima. (event wk only)	\$ (5,000.00)
Ramsey, Materials/Printing	\$ (1,000.00)
Northern Light Church: talent show/volunteer	\$ (1,000.00)
Freedom Church- parade staffing	\$ (500.00)
Expos Staffing, Anoka Area Chamber	\$ (1,000.00)
Hope Fellowship volunteer staff	\$ (500.00)
Ramsey, Events Permit Fee (waved)	\$ (500.00)
Ramsey, Fireworks Permit Fee (waved)	\$ (200.00)
Ramsey, Sign Permit Fee (waived)	\$ (25.00)
Do All Printing Banners	\$ (1,000.00)
Parade Staffing, Connections Church	\$ (500.00)
Waste Services, Ace Solid Waste	\$ (666.90)
Car Show Awards, Wendell's	\$ (500.00)
Car Show Staffing/Tent, State Farm	\$ (500.00)
Room Give Aways, Comfort Suites	\$ (400.00)
Pearson Farms, Hay	\$ (300.00)
Photography Services, Parkplace Studio	\$ (500.00)
TOTAL EXPENSES	\$ (51,341)

REVENUES

EXPLICIT

City of Ramsey (cash donation)	\$ 10,000.00	C
Inflatables, Northgate Church (exclusive)	\$ 4,928.40	C
40x60 Tent, Northgate Church (exclusive)	\$ 950.00	C
Bank of the West (cash donation)	\$ 1,000.00	R
5K/Fun Run, Connexus Energy (exclusive)	\$ 2,000.00	R
Lions Club (bands, exclusive)	\$ 3,000.00	R
Jerry Fraiser, Connections Church	\$ 500.00	C
Main Stage, Bolton and Menk (exclusive)	\$ 1,500.00	R
PSD (cash donation)	\$ 500.00	R
Coborn's (exclusive) toddler inflatables	\$ 500.00	R
20x40 HD Tent, EPB	\$ 250.00	C
NAU Country Insurance (cash donation)	\$ 500.00	R
St. Katharine Drexel (cash donation)	\$ 1,000.00	R
The Bank of Elk River (cash donation)	\$ 100.00	R
Staff Shirts, In'Tech (pay Do All Print.)	\$ 1,000.00	C
Anytime Fitness (exclusive) Bean bag tourn.	\$ 100.00	R
Zero Zone, Inc. (cash donation)	\$ 500.00	R
Casey's General Store	\$ 250.00	R
M&G Trailers- fireworks	\$ 1,000.00	R
Comfort Suites (cash donation)	\$ -	
Village Bank	\$ 500.00	R
Prevail Counseling Group	\$ 50.00	R
Hakanson Anderson	\$ 500.00	R
Northern One Hour Heat/AC	\$ 500.00	R
R and D Transportaiton (golf carts)	\$ 365.00	C
MN Fire Hire (kids stage)	\$ -	
Skeeter Boat Center	\$ 50.00	R
Boilermakers Local #674	\$ 75.00	R
Green Valley Greenhouse	\$ 200.00	R

Craft Fair/Biz Exp/Political	\$ 1,980.00	
Parade	\$ 965.00	
Food Vendors (7 x \$175)	\$ 1,225.00	
5k Registrations	\$ 1,820.00	
Shirts Revenues	\$ 185.00	
Car Show	\$ 235.00	

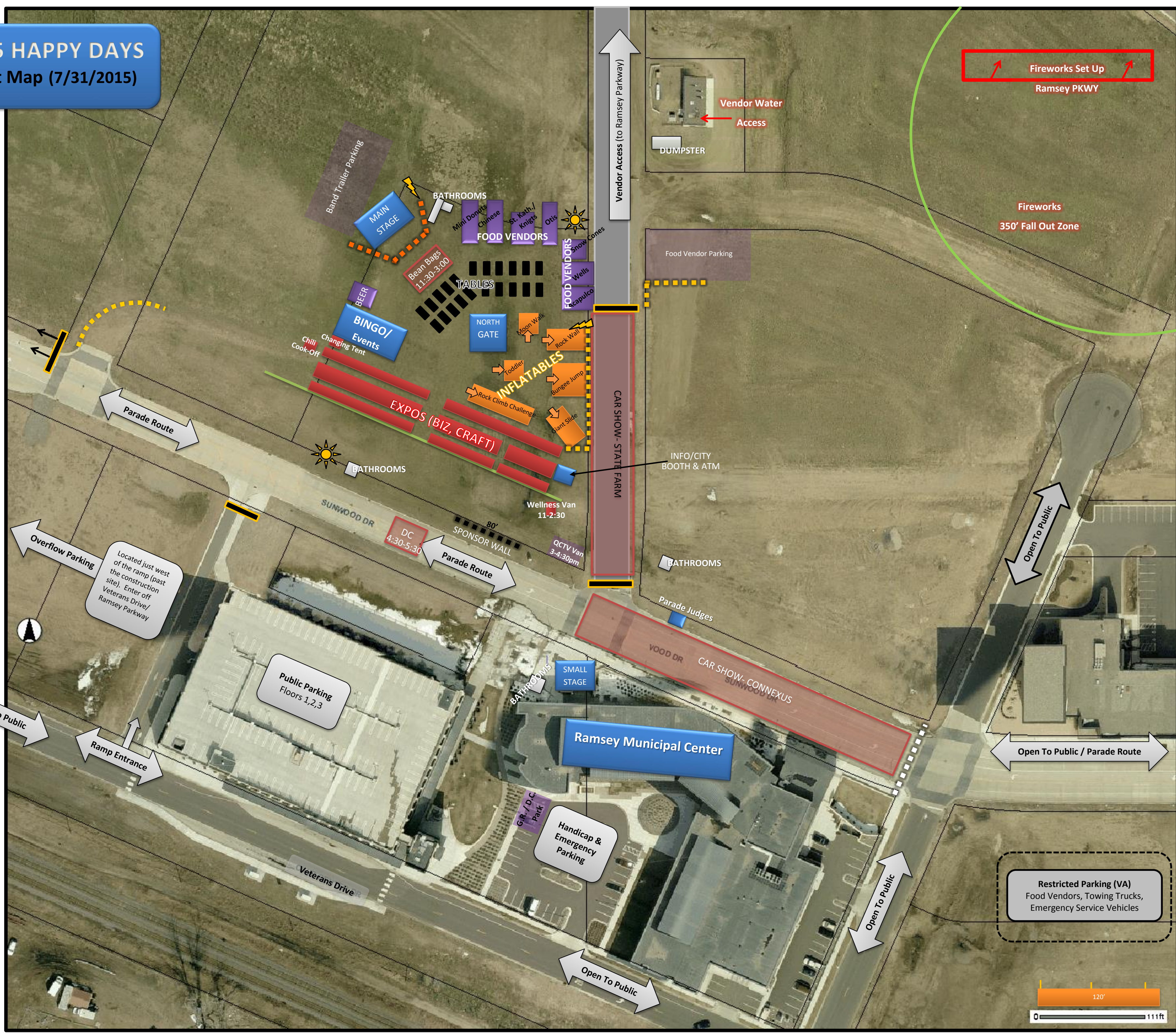
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Freedom church- parade staffing (in-kind)	\$ 500.00	C
Expos Staffing, Anoka Area Chamber	\$ 1,000.00	C
Hope Fellowship volunteer staff	\$ 500.00	C
Ramsey Special Events Permit Fee (in-kind)	\$ 500.00	C
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Ramsey, Sign Permit Fee (in-kind)	\$ 25.00	C
Do All Print./Sponsorship Banners (in-kind)	\$ 1,000.00	C
Parade Staffing, Connections Chur. (in-kind)	\$ 500.00	C
Ace Solid Waste, Waste Services (in-kind)	\$ 666.90	C
Car Show Awards, Wendell's (in-kind)	\$ 500.00	C
Car Show Staffing/Tent, State Farm (in-kind)	\$ 500.00	C
Room Give Aways/swim passes, Comfort Suites	\$ 400.00	
Pearson Farms, Hay bales	\$ 300.00	
Photography Serv., Parkplace Stud. (in-kind)	\$ 500.00	C

TOTAL REVENUES \$ 52,320

NET BALANCE (projected) \$ 979.00

2015 HAPPY DAYS
Draft Map (7/31/2015)

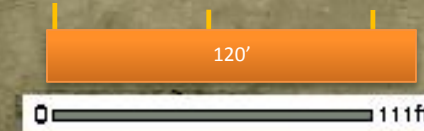


Overflow Parking
Located just west of the ramp (past site). Enter off Veterans Drive/Ramsey Parkway

Public Parking
Floors 1,2,3

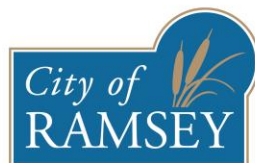
Handicap & Emergency Parking

Restricted Parking (VA)
Food Vendors, Towing Trucks, Emergency Service Vehicles



HAPPY DAYS UPDATE

August 11th, 2015





2015 Proposed Happy Days Budget

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BUDGET

HAPPY DAYS

17th ANNUAL CITY OF RAMSEY
SATURDAY, SEPTEMBER 12th, 2016



SCHEDULE

PLATINUM SPONSORS
northgate CHURCH



BOB 106 FM/HD



Freedom Christian Church



CONNECTIONS CHURCH



THURSDAY, SEPT. 10th
Taste of Happy Days
HOSTED BY RAMSEY ROTARY: FOOD, WINE & BEER VENDORS, ENTERTAINMENT AT THE FOUNTAINS OF RAMSEY

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Fireworks



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PHOTOS FROM PREVIOUS YEARS



PHOTOS FROM PREVIOUS YEARS



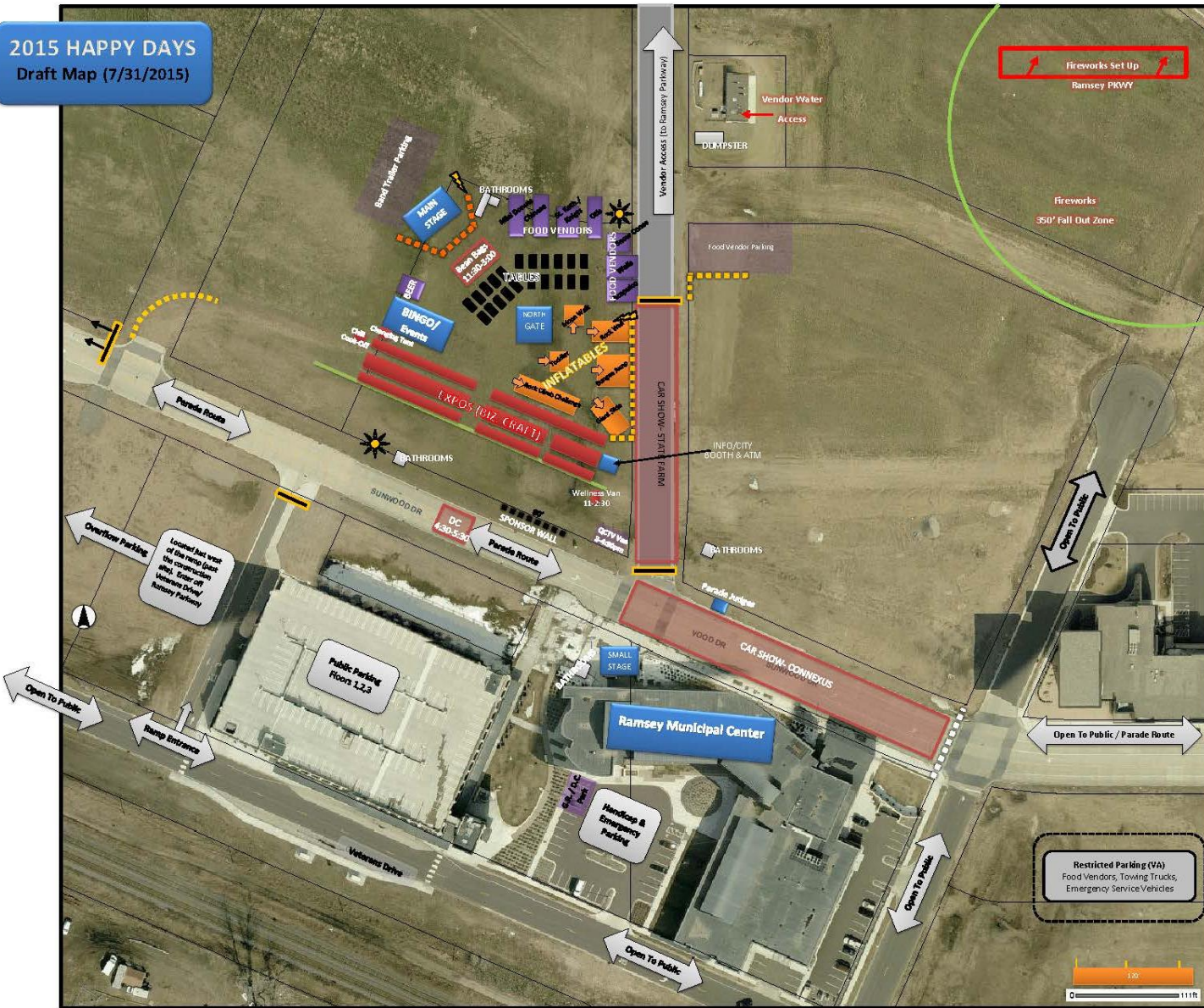
PHOTOS FROM PREVIOUS YEARS



SITE MAP



2015 HAPPY DAYS
Draft Map (7/31/2015)



5K ROUTE



2015 HAPPY DAYS 5K

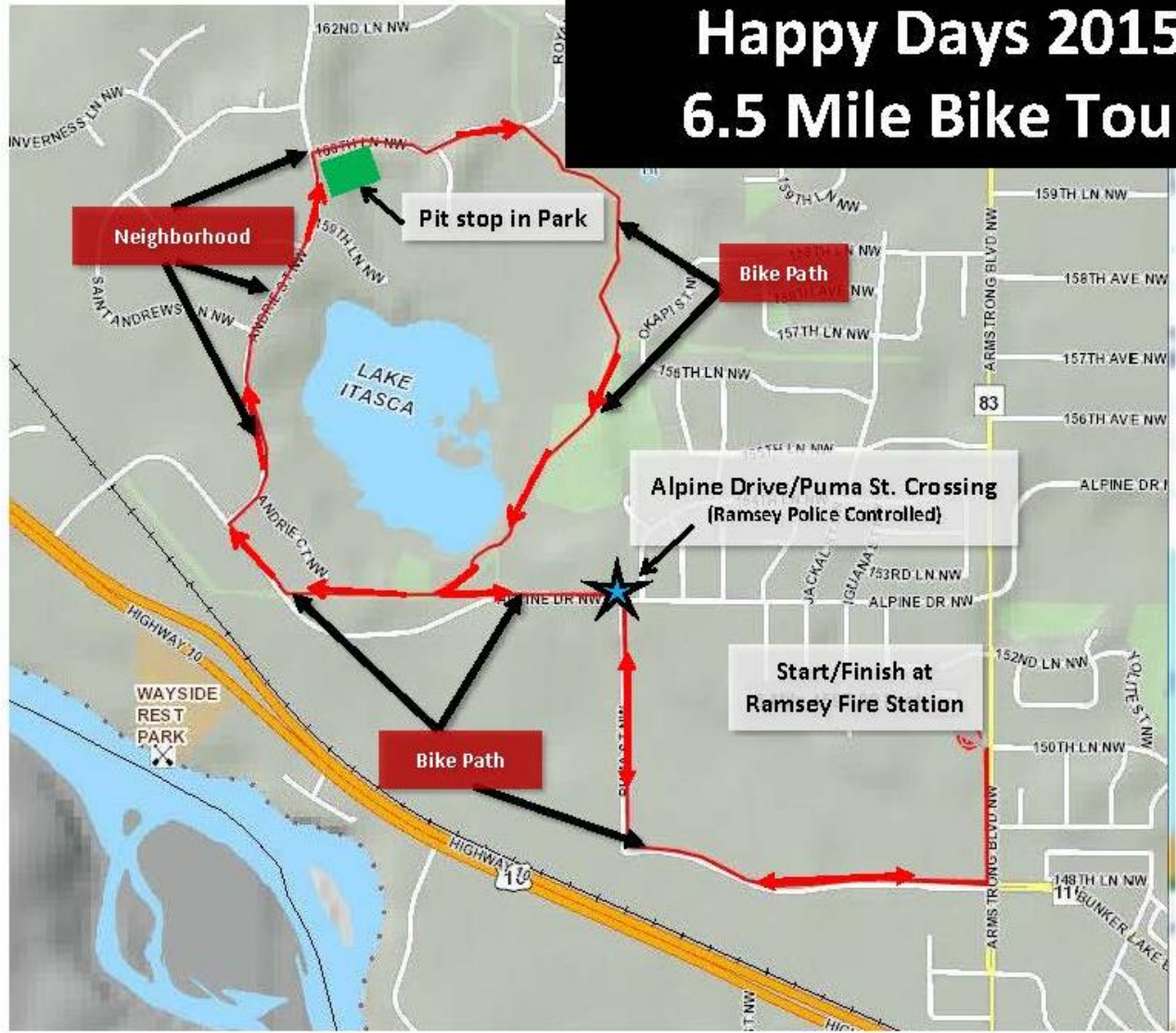
Sponsored by:



BIKE TOUR



Happy Days 2015 6.5 Mile Bike Tour



BIKE TOUR



Happy Days 2015 9 Mile Bike Tour



TASTE OF HAPPY DAYS

- Taste of Happy Days Event
 - Hosted by the Ramsey Rotary
 - Food, wine & beer vendors, entertainment at the Fountains of Ramsey
 - Thursday, September 10th from 6:00 pm to 9:00 pm

CC Regular Session

4. 1.

Meeting Date: 08/11/2015

By: Diana Lund, Finance

Information

Title

Receive June 2015 Financial Reports - General Fund and Enterprise Funds

Purpose/Background:

Purpose: Receive June monthly financial reports for the funds of: General, Water, Sewer, Street Lighting, Recycling and Storm Drainage.

Brief summary of actual revenues and expenditures-to-date in comparison to adopted budget for the respective funds.

Action:

No action required. Informational only.

Attachments

June 2015 General Fund Financial Report - Budget to Actual

June 2015 Enterprise Funds Financial Reports - Budget to Actual

Form Review

Inbox

Kurt Ulrich

Form Started By: Diana Lund

Final Approval Date: 08/06/2015

Reviewed By

Jo Thieling

Date

08/06/2015 10:35 AM

Started On: 08/06/2015 09:17 AM

**CITY OF RAMSEY
FINANCIAL STATEMENT**



JANUARY 1, 2015 THROUGH PERIOD ENDING: June 30, 2015

GENERAL FUND EXPENDITURES - BY DEPARTMENT -		
Dept	-CURRENT YEAR ADOPTED BUDGET-	CURRENT YTD GENERAL LEDGER
Admin	1,678,861.00	786,406.03
Com Dev	642,764.00	256,819.70
Contingency	263,259.00	188,481.25
Council	129,406.00	87,056.64
Finance	472,620.00	220,260.25
Fire	757,431.00	332,547.08
Legal	133,200.00	58,658.89
Police	3,143,904.00	1,434,987.87
Public Works	3,202,314.00	1,393,692.76
Grand Total	10,423,759.00	4,758,910.47

GENERAL FUND EXPENDITURES - BY CATEGORY -		
Category	-CURRENT YEAR ADOPTED BUDGET-	-CURRENT YTD GENERAL LEDGER-
Capital Outlay	544,963.00	372,472.17
Debt Service	127,694.00	82,272.78
Other Services & Charges	2,307,546.00	577,436.32
Personal Services	6,484,498.00	3,195,056.04
Supplies	849,425.00	422,040.16
Transfers out	109,633.00	109,633.00
Grand Total	10,423,759.00	4,758,910.47

GENERAL FUND REVENUES - BY CATEGORY -		
Category	-CURRENT YEAR ADOPTED BUDGET-	-CURRENT YTD GENERAL LEDGER-
Taxes	7,926,570.00	-
Charges for Services	555,700.00	216,472.97
Business Licenses/Permits	68,100.00	53,258.69
Fines and Forfeits	71,000.00	24,440.24
Federal Intergovernmental	7,000.00	-
State Intergovernmental	411,600.00	73,000.00
Interest	60,000.00	-
Local Intergovernmental	-	6,400.00
Miscellaneous	12,750.00	16,037.99
Non-Business Licenses/Permits	349,032.00	266,345.85
Transfers in	962,007.00	359,560.32
Grand Total	10,423,759.00	1,015,516.06

This report reflects year to date revenue and expenditures as compared to annual budget.
It does not reflect fund balance.

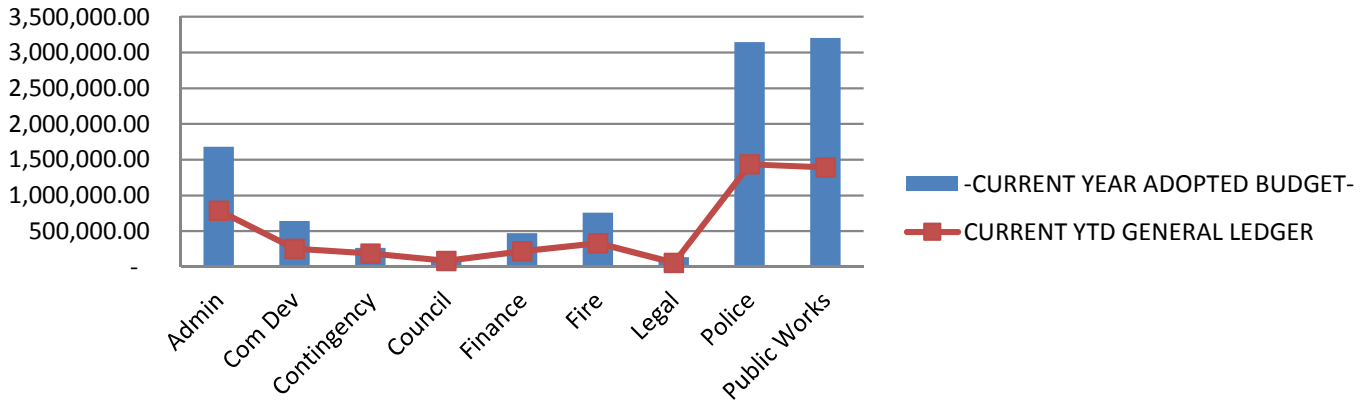
PREPARED BY: FINANCE DEPARTMENT

CITY OF RAMSEY FINANCIAL STATEMENT

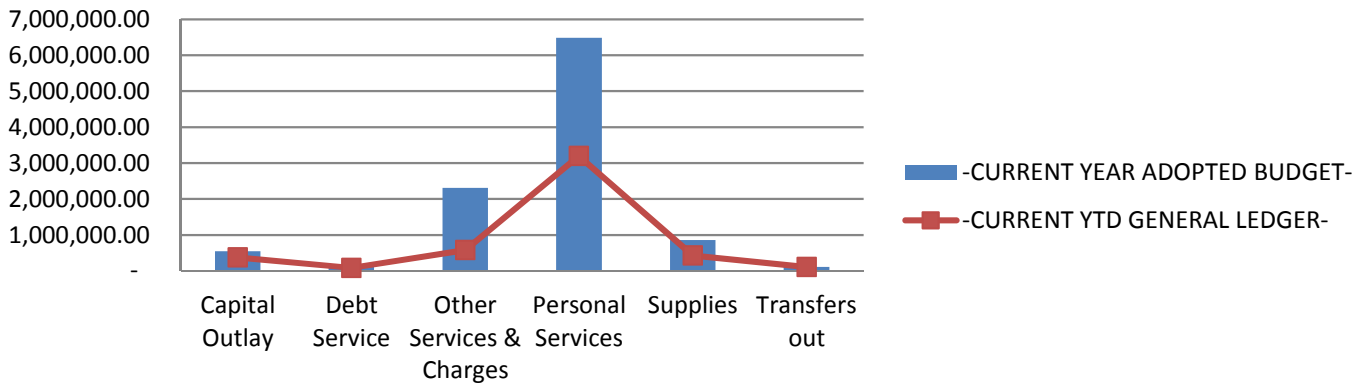


JANUARY 1, 2015 THROUGH PERIOD ENDING: June 30, 2015

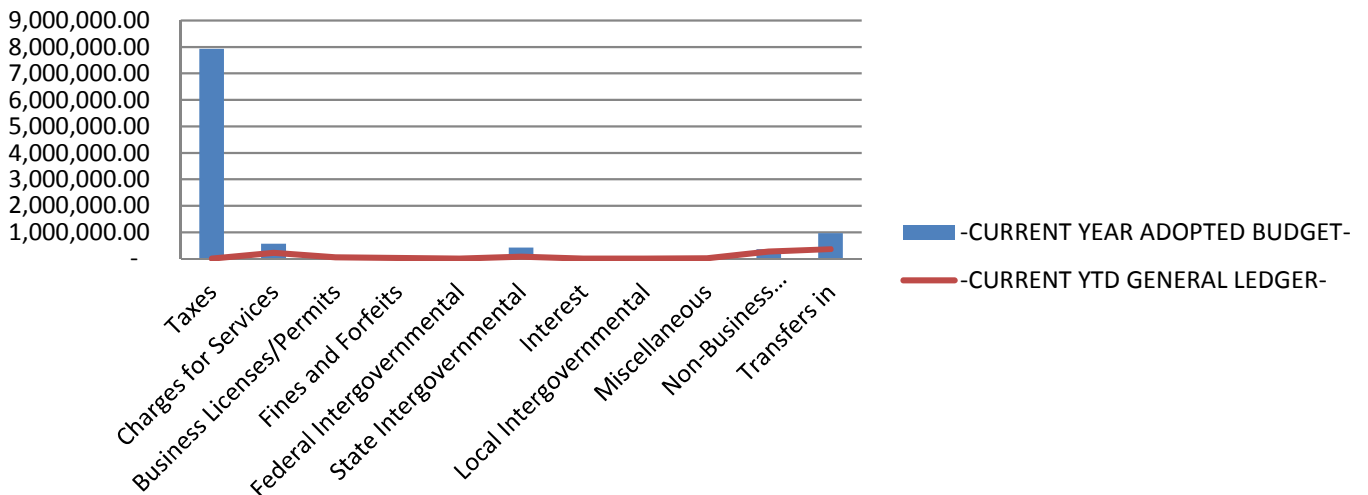
GENERAL FUND EXPENDITURES - BY DEPARTMENT



GENERAL FUND EXPENDITURES - BY CATEGORY



GENERAL FUND REVENUES



This report reflects year to date revenue and expenditures as compared to annual budget. It does not reflect fund balance.

PREPARED BY: FINANCE DEPARTMENT

**CITY OF RAMSEY
FINANCIAL STATEMENT**



JANUARY 1, 2015 THROUGH PERIOD ENDING: June 30, 2015

REVENUES				
BUSINESS UNIT	9601	WATER UTILITY		
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-	
4140 CREDIT CARD PROCESSING FEES	(7,000.00)	(3,714.24)	53.06%	
4609 OTHER MISCELLANEOUS REVENUES	59,527.00	66,214.66	111.23%	
4651 WATER REVENUE		(2,825.51)	0.00%	
4652 WATER SALES - RESIDENTIAL	999,433.00	152,902.05	15.30%	
4653 WATER SALES-COMMERCIAL	728,417.00	86,848.52	11.92%	
4654 WATER PENALTIES	34,013.00	4,533.37	13.33%	
4655 WATER METER INSTALLATION	10,000.00	8,120.00	81.20%	
4656 WATER METERS	25,000.00	17,009.00	68.04%	
4657 CONNECTION/RECONNECTION FEES	2,500.00	430.00	17.20%	
4701 INTEREST ON INVESTMENTS	120,000.00	-	0.00%	
4506 PREPAID INTEREST		-	0.00%	
4702 MISCELLANEOUS INTEREST		10,946.21	0.00%	
4705 CAPTIAL CONTRIBUTIONS		109,288.00	0.00%	
Grand Total	1,971,890.00	449,752.06		

EXPENSES				
BUSINESS UNIT	9601	WATER UTILITY		
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-	
6102 F.T. REGULAR-WAGES & SALARIES	193,994.00	74,288.60	38.29%	
6103 FULL TIME-REGULAR-OVERTIME	13,500.00	4,326.83	32.05%	
6105 TEMPORARY-WAGES & SALARIES	12,480.00	2,606.58	20.89%	
6121 PERA CONTRIBUTIONS	14,550.00	6,590.07	45.29%	
6122 FICA/MEDICARE CONTRIBUTIONS	15,940.00	7,205.68	45.21%	
6131 GROUP INSURANCE	31,045.00	12,419.81	40.01%	
6133 WORKERS COMP INSURANCE PREMIUM	6,822.00	-	0.00%	
6208 MISCELLANEOUS OFFICE SUPPLIES	600.00	323.51	53.92%	
6223 GASOLINE	4,500.00	889.13	19.76%	
6225 DIESEL FUEL	5,500.00	1,966.94	35.76%	
6229 SHOP MATERIALS	500.00	67.35	13.47%	
6231 UNIFORMS & TURN-OUT GEAR	2,800.00	2,440.00	87.14%	
6249 MISCELLANEOUS OPERATING SUPPLY	15,000.00	5,255.54	35.04%	
6257 OTHER VEHICLE PARTS	6,000.00	2,481.76	41.36%	
6273 UTILITY SYSTEM MAINT SUPPLIES	75,000.00	22,096.08	29.46%	
6281 SMALL TOOLS & MINOR EQUIPMENT	10,000.00	1,370.55	13.71%	
6292 WATER METERS FOR RESALE	25,000.00	-	0.00%	
6315 MISCELLANEOUS PROFESSIONAL SER	20,000.00	1,410.00	7.05%	
6322 POSTAGE	1,000.00	125.20	12.52%	
6323 CELLULAR PHONES	2,200.00	1,002.19	45.55%	
6335 TRAINING	1,200.00	570.95	47.58%	
6352 GENERAL NOTICE & PUBLIC INFOR	700.00	-	0.00%	
6361 GENERAL LIABILITY/PROPERTY INS	28,800.00	-	0.00%	
6371 ELECTRIC UTILITIES	112,000.00	31,333.00	27.98%	
6373 GAS	5,500.00	1,579.91	28.73%	
6374 REFUSE/RECYCLING	600.00	215.13	35.86%	
6381 BUILDING & STRUCTURE REPAIR	1,000.00	105.00	10.50%	
6439 OTHER MISCELLANEOUS	15,000.00	-	0.00%	
6451 MEMBERSHIP DUES	800.00	-	0.00%	
6489 OTHER CONTRACTED SERVICES	32,000.00	12,355.98	38.61%	
6722 DEPRECIATION	665,123.00	-	0.00%	
6820 OPERATING TRANSFERS TO OTHER F	38,000.00	38,000.00	100.00%	
Grand Total	1,357,154.00	231,025.79		

**CITY OF RAMSEY
FINANCIAL STATEMENT**



JANUARY 1, 2015 THROUGH PERIOD ENDING: June 30, 2015

REVENUES				
BUSINESS UNIT	9602	SEWER UTILITY		
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-	
4140 CREDIT CARD PROCESSING FEES	(6,000.00)	(3,990.34)	66.51%	
4356 SEWER AVAILABILITY CHARGE-ADM	1,500.00	1,565.55	104.37%	
4609 OTHER MISCELLANEOUS REVENUES	18,546.00	3,083.68	16.63%	
4661 RESIDENTIAL-SEWER CHARGES	1,010,480.00	254,124.95	25.15%	
4662 COMMERCIAL-SEWER CHARGES	332,380.00	78,731.47	23.69%	
4663 SEWER PENALTIES	26,858.00	7,164.30	26.67%	
4701 INTEREST ON INVESTMENTS	55,000.00	-	0.00%	
4506 PREPAID INTEREST		-	0.00%	
4702 MISCELLANEOUS INTEREST		15,895.25	0.00%	
4705 CAPTIAL CONTRIBUTIONS		69,928.00	0.00%	
Grand Total	1,438,764.00	426,502.86		

EXPENSES				
BUSINESS UNIT	9602	SEWER UTILITY		
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-	
6102 F.T. REGULAR-WAGES & SALARIES	151,897.00	31,232.47	20.56%	
6103 FULL TIME-REGULAR-OVERTIME	-	108.90	0.00%	
6105 TEMPORARY-WAGES & SALARIES	-	3,266.27	0.00%	
6121 PERA CONTRIBUTIONS	11,392.00	2,473.83	21.72%	
6122 FICA/MEDICARE CONTRIBUTIONS	11,727.00	2,831.84	24.15%	
6131 GROUP INSURANCE	6,432.00	-	0.00%	
6133 WORKERS COMP INSURANCE PREMIUM	5,092.00	-	0.00%	
6223 GASOLINE	-	1,335.11	0.00%	
6225 DIESEL FUEL	4,200.00	1,048.14	24.96%	
6229 SHOP MATERIALS		-	0.00%	
6249 MISCELLANEOUS OPERATING SUPPLY	11,000.00	2,459.71	22.36%	
6273 UTILITY SYSTEM MAINT SUPPLIES		1,614.50	0.00%	
6275 OTHER EQUIPMENT PARTS	5,000.00	3,750.40	75.01%	
6315 MISCELLANEOUS PROFESSIONAL SER	5,000.00	-	0.00%	
6335 TRAINING	1,000.00	701.00	70.10%	
6361 GENERAL LIABILITY/PROPERTY INS	15,000.00	-	0.00%	
6371 ELECTRIC UTILITIES	16,000.00	3,860.92	24.13%	
6373 GAS	2,600.00	939.41	36.13%	
6374 REFUSE/RECYCLING	600.00	215.13	35.86%	
6377 SEWER SERVICE CHARGE	610,514.00	356,133.19	58.33%	
6489 OTHER CONTRACTED SERVICES	20,000.00	7,758.24	38.79%	
6722 DEPRECIATION	481,270.00	-	0.00%	
6820 OPERATING TRANSFERS TO OTHER F	32,000.00	32,000.00	100.00%	
Grand Total	1,390,724.00	451,729.06		

Note: The Finance Department has highlighted line items that may be trending towards exceeding budget OR not may not have been included in the adopted budget.

**CITY OF RAMSEY
FINANCIAL STATEMENT**



JANUARY 1, 2015 THROUGH PERIOD ENDING: June 30, 2015

REVENUES				
BUSINESS UNIT	9603	STREET LIGHT UTILITY		
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-	
4140 CREDIT CARD PROCESSING FEES	(800.00)	(608.42)	76.05%	
4681 CHARGES FOR STREET LIGHTS	178,854.00	34,588.59	19.34%	
4683 STREET LIGHTING PENALTIES	5,000.00	1,235.29	24.71%	
4701 INTEREST ON INVESTMENTS	20,000.00	-	0.00%	
4684 PRIORITY STREET LIGHT		11,485.22	0.00%	
4705 CAPTIAL CONTRIBUTIONS		18,200.00	0.00%	
Grand Total	203,054.00	64,900.68		

EXPENSES				
BUSINESS UNIT	9603	STREET LIGHT UTILITY		
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-	
6249 MISCELLANEOUS OPERATING SUPPLY		(1,500.00)	0.00%	
6371 ELECTRIC UTILITIES	120,000.00	49,120.66	40.93%	
6489 OTHER CONTRACTED SERVICES	12,000.00	4,984.24	41.54%	
6722 DEPRECIATION	52,000.00	-	0.00%	
6820 OPERATING TRANSFERS TO OTHER F	17,000.00	17,000.00	100.00%	
Grand Total	201,000.00	69,604.90		

Note: The Finance Department has highlighted line items that may be trending towards exceeding budget OR not may not have been included in the adopted budget.

**CITY OF RAMSEY
FINANCIAL STATEMENT**



JANUARY 1, 2015 THROUGH PERIOD ENDING: June 30, 2015

REVENUES				
BUSINESS UNIT	9604	RECYCLING UTILITY		
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-	
4140 CREDIT CARD PROCESSING FEES	(1,000.00)	(712.35)	71.24%	
4287 OTHER LOCAL GOVERNMENT GRANTS	63,835.00	6,167.00	9.66%	
4609 OTHER MISCELLANEOUS REVENUES	-	1,111.90	0.00%	
4671 RECYCLING CHARGES	294,617.00	74,276.37	25.21%	
4672 RECYCLING PENALTIES	7,000.00	1,881.30	26.88%	
4701 INTEREST ON INVESTMENTS	2,000.00	-	0.00%	
Grand Total	366,452.00	82,724.22		

EXPENSES				
BUSINESS UNIT	9604	RECYCLING UTILITY		
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-	
6102 F.T. REGULAR-WAGES & SALARIES	5,484.00	2,665.97	48.61%	
6121 PERA CONTRIBUTIONS	411.00	215.72	52.49%	
6122 FICA/MEDICARE CONTRIBUTIONS	420.00	205.43	48.91%	
6133 WORKERS COMP INSURANCE PREMIUM	32.00	-	0.00%	
6249 MISCELLANEOUS OPERATING SUPPLY	18,000.00	2,632.90	14.63%	
6322 POSTAGE	350.00	130.08	37.17%	
6489 OTHER CONTRACTED SERVICES	309,540.00	151,072.97	48.81%	
6820 OPERATING TRANSFERS TO OTHER F	10,000.00	10,000.00	100.00%	
Grand Total	344,237.00	166,923.07		

Note: The Finance Department has highlighted line items that may be trending towards exceeding budget OR not may not have been included in the adopted budget.

**CITY OF RAMSEY
FINANCIAL STATEMENT**



JANUARY 1, 2015 THROUGH PERIOD ENDING: June 30, 2015

REVENUES				
BUSINESS UNIT	9605	STORM WATER UTILITY		
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-	
4140 CREDIT CARD PROCESSING FEES	(1,600.00)	(1,023.99)	64.00%	
4693 STORM WATER-RESIDENTIAL	374,820.00	86,862.94	23.17%	
4694 STORM WATER-COMMERCIAL	373,621.00	85,918.25	23.00%	
4695 STORM WATER-PENALTIES	14,960.00	3,767.06	25.18%	
4701 INTEREST ON INVESTMENTS	15,000.00	-	0.00%	
Grand Total	776,801.00	175,524.26		

EXPENSES				
BUSINESS UNIT	9605	STORM WATER UTILITY		
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-	
6102 F.T. REGULAR-WAGES & SALARIES	117,679.00	9,820.35	8.35%	
6103 FULL TIME-REGULAR-OVERTIME	-	468.08	0.00%	
6121 PERA CONTRIBUTIONS	8,826.00	771.66	8.74%	
6122 FICA/MEDICARE CONTRIBUTIONS	9,041.00	804.64	8.90%	
6131 GROUP INSURANCE	19,468.00	-	0.00%	
6133 WORKERS COMP INSURANCE PREMIUM	3,186.00	-	0.00%	
6223 GASOLINE	1,000.00	751.47	75.15%	
6225 DIESEL FUEL	1,500.00	1,089.14	72.61%	
6249 MISCELLANEOUS OPERATING SUPPLY	7,000.00	3,804.10	54.34%	
6257 OTHER VEHICLE PARTS	10,000.00	2,142.54	21.43%	
6315 MISCELLANEOUS PROFESSIONAL SER	10,000.00	3,102.75	31.03%	
6361 GENERAL LIABILITY/PROPERTY INS	6,800.00	-	0.00%	
6371 ELECTRIC UTILITIES	2,600.00	979.42	37.67%	
6373 GAS	3,000.00	939.40	31.31%	
6374 REFUSE/RECYCLING	600.00	215.11	35.85%	
6451 MEMBERSHIP DUES	40,500.00	41,192.00	101.71%	
6489 OTHER CONTRACTED SERVICES	15,000.00	51,484.24	343.23%	
6722 DEPRECIATION	260,000.00	-	0.00%	
6820 OPERATING TRANSFERS TO OTHER F	27,000.00	27,000.00	100.00%	
Grand Total	543,200.00	144,564.90		

Note: The Finance Department has highlighted line items that may be trending towards exceeding budget OR not may not have been included in the adopted budget.

CC Regular Session

4. 2.

Meeting Date: 08/11/2015

By: Jo Thieling, Administrative Services

Information

Title

Approve the Following Meeting Minutes:

1. City Council Work Session dated 07/28/2015
2. City Council Regular dated 07/28/2015

Purpose/Background:

Purpose: The purpose of this case is for Council review and approval of meeting minutes.

Background: Attached are the meeting minutes referenced above.

Action:

Motion to approve the following Council meeting minutes:

1. City Council Work Session dated 07/28/2015
 2. City Council Regular dated 07/28/2015
-

Attachments

CCWS Mts

CC Mts

Form Review

Form Started By: Jo Thieling
Final Approval Date: 08/05/2015

Started On: 08/05/2015 03:47 PM

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, July 28, 2015, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Sarah Strommen (left the meeting at 6:30 p.m.)
Councilmember Jill Johns
Councilmember Mark Kuzma
Councilmember John LeTourneau
Councilmember Chris Riley
Councilmember Melody Shryock
Councilmember Kristine Williams

Also Present: City Administrator Kurtis Ulrich
Police Officer Jim Bonnie
Police Chief Jeff Katers
Public Works Superintendent Grant Riemer
Community Development Director Timothy Gladhill
City Engineer Bruce Westby
Asst. City Administrator/Economic Development Manager Patrick Brama
City Attorney Joe Langel
Community Development Intern Geoff Solomonson
Administrative Intern Oksana Carlier

1. CALL TO ORDER

Mayor Strommen called the City Council Work Session to order at 5:35 p.m. She noted that she will be leaving the meeting at 6:30 p.m. and at that time Councilmember LeTourneau as Acting Mayor will preside over the rest of the meeting and the regular Council meeting.

2. TOPICS FOR DISCUSSION

2.01: Discuss Legislative Strategy Plan and Contract with The Tinklenberg Group for Work Regarding Improvements to US Trunk Highway 10 and Related Rail Crossings

City Administrator Ulrich reviewed the staff report.

Elwyn Tinklenberg, The Tinklenberg Group, provided an update on the activity which occurred during the most recent legislative session and stated that while success was not obtained in regard to the Highway 10 components requested and the rail crossing improvements, he believed that those issues were well positioned for the next legislative session. He stated that cooperation and coordination with neighboring communities assisted in presenting the issue well, noting that

Anoka has now adopted a plan for the intersections of Highway 10 at Thurston and Fair oak. He noted that the City was able to build on the momentum of rail safety in regard to improved crossings and the relationship to Highway 10. He stated that while the bills were not passed, the City received a great opportunity to present their case and position themselves for the next legislative session. He believed that there would be transportation funds available through the next legislative session, and believed that Ramsey and Highway 10 would be well positioned. He commended Congressman Emmer for his support and continued cooperation with the City. He reported that the Senate is moving ahead with the six-year long-term plan, noting that only three years are funded as proposed. He stated that the current bill runs out in July and believed it to be highly likely that a short-term extension would be passed. He believed that the City was well positioned in regard to MnDOT, specifically with rail crossing safety, noting that all the crossings identified by the City were included on the priority list. He stated that while he was disappointed that the City did not gain the funding requested, he believed that the City is well positioned for the next legislative session.

Mayor Strommen stated that the Subcommittee felt that it would be important for Mr. Tinklenberg to provide an update on the work that was completed during his last contract and the legislative session as well as review the focus of his work included in his proposal. She noted that the focus of his work has shifted from the five items included in the last contract to the three items proposed in this plan.

Councilmember Kuzma referenced the Anoka plan and questioned how that would equate to working with Ramsey.

Mr. Tinklenberg stated that the legislature can now see evidence that Anoka is on board with a plan. He stated that it appears that Anoka spent the time internally preparing their plan to get their portion in order and has now joined the team and provided testimony as well.

City Administrator Ulrich stated that there is a working group setup through the County that is composed of members from the Cities of Anoka, Ramsey, Andover and Anoka County. He stated that the working group provides the message that the cities are not working against each other but together to solve the problem.

Councilmember Riley questioned what the benefit of continuing this work now rather than pausing this until January 1st.

Mr. Tinklenberg believed that there would be a short-term bill that the City could possibly be included on. He noted that it would be important for the City to be on the tour with Congressman Nolan and to continue work with Congressman Emmer's staff. He noted that the legislative staff is not on pause and is continuing their planning, noting that Committees will be doing tours this fall of potential projects. He believed that being on that tour and following up to work with those individuals after the tour would be necessary. He stated that the City can also continue to coordinate efforts with neighboring communities.

Councilmember LeTourneau stated that he asked a similar question during the Subcommittee meeting, questioning what would be lost if the City were not to continue with this work right now.

Mr. Tinklenberg stated that the City would be missing out on critical opportunities to coordinate efforts that could be aimed at a large transportation bill. He explained that there are funding items within larger bills and rail safety could be a part of that. He believed that opportunities would be lost to ensure that Highway 10 would continue to be a part of that discussion. He stated that preparing for the bonding and capital improvement bills would be critical and would not continue if the work were paused.

Councilmember LeTourneau stated that the City has put so much energy into this and has momentum going into the next legislative session; energy and momentum. He stated that the consensus of the Subcommittee was that if the City were to pull away now they would lose that momentum.

Mr. Tinklenberg stated that the City would also miss out on events that are held during the legislative break which would provide the City with the opportunity to have beneficial discussions.

Councilmember Shryock stated that the Subcommittee did review the contract at length and made amendments which were incorporated into the document. She stated that the Subcommittee recommended approval of the contract as they had amended.

The consensus of the Council was to move ahead with the contract proposed by The Tinklenberg Group.

2.02: Armstrong Boulevard/Baugh Street (County Road 83) Traffic Noise Concerns

City Administrator Ulrich reviewed the staff report.

Police Chief Katers stated that he did review this information and believed there to be an ordinance and State Statute which would be enforceable in regard to noise. He stated that it is difficult for law enforcement to do the enforcement for that because they do not have noise meters on the sides of the roads. He stated that by the time they receive a complaint they are being reactive. He stated that they have issued warnings and/or citations for loud muffler, no muffler and missing equipment.

City Engineer Westby stressed that the volumes of Armstrong are typical to the type of roadway but agreed that there were changes to the volume because of the detours and construction.

Councilmember LeTourneau stated that the case notes that the increased speeds are causing noise and asked for additional information.

Officer Bonnie stated that he does not see that the trucks are speeding, but noted that speeding is the easiest method to pull over a vehicle. He believed that the issue was the typical noise that

you would get from increased traffic. He referenced the Jake brake which was mentioned and noted that the Jake brake is being transitioned out and therefore would only belong to a truck from the early 1990's or before.

Mayor Strommen stated that because of the increased speeds the route becomes more efficient for some people to take and therefore has become a more popular route for some drivers.

Patrick Surma stated that he lives on 161st Avenue and thanked the Council for their support. He stated that most of the noise is coming from the road surface itself, especially during the morning and evening rush hours. He stated that although it is not proposed for the roadway to be improved until 2020 or 2022, he noted that there is a material that can be laid on the road that makes it 50 percent quieter.

Councilmember Kuzma stated that he did not believe that rebuilding the road would be an option at this time, the City could request that the speed be lowered. He noted that the backside of that request is that the speed could again be increased.

Mr. Surma stated that he believed the only option would be to rebuild the roadway.

Mayor Strommen stated that with the increased traffic perhaps the 55 mile per hour speed limit is no longer appropriate.

Officer Bonnie stated that he has noticed that commercial vehicle traffic does increase when the scale on Highway 10 is open.

Betty Johnston, 17501 Baugh Street NW, stated that she does notice Jake breaks and noted that one semi honks its horn. She stated that they hear road noise in their home and have even refinanced their home to install triple panel windows. She stated that it is difficult to have road noise coming into your home 24 hours per day. She stated that she had spoken with the County and legislative representatives for the City and the response she received was that as development increases they would continue to review the issue. She stated that with the increased development in Elk River there has been a correlated increase in traffic, noting that there is also a mix because of the rural residents that use ATV's on County Roads.

Councilmember LeTourneau mentioned the possibility of additional landscaping such as landscaping berms and trees.

Ms. Johnston stated that when Armstrong was widened, they lost 20 feet from their front yard and advised that when that happened, they contacted Bachman's to determine the cost of a landscaping berm. She stated that because it is a County road, the berm would need to be designed to specifics and she did not have enough room in her front yard to fit that type of berm.

Councilmember Shryock stated that perhaps alternatives could be looked at including additional signage. She noted that Baugh is a straightaway with no stops and that is probably why that roadway sees additional traffic. She questioned if Councilmembers are receiving complaints from other areas or just this area.

Mayor Strommen confirmed that the Council have heard complaints from this area specifically.

Councilmember Riley stated that regardless of the position that the Council takes, they can only make the request because it is a County Road.

Ms. Johnston stated that she has seen signs in Big Lake that states noise decibels enforced and questioned how Big Lake enforces that.

Mayor Strommen left the meeting.

City Administrator Ulrich stated that the City does have an Ordinance that can be applied for enforcement. He noted that the City would need permission to install signs of that nature.

Councilmember Shryock stated that there are three major corridors that go through the City, and noted that she would like to see Armstrong added to the discussion with the County regarding CR 5 and State Highway 47.

Councilmember Kuzma asked for additional information on the length of a speed study.

City Engineer Westby replied that a speed study takes six to 12 months to complete.

Councilmember Williams stated that she was surprised to hear that additional truck traffic occurs because the scale is open and believed that a dialogue should be opened with the County/State to address the issue of those trying to avoid the scales.

Police Chief Katers stated that a citation was issued the previous week for a driver trying to avoid the scale. He stated that they are aware of that issue.

Officer Bonnie stated that there is signage for the eastbound traffic alerting them that the scales are open. He stated that MnDOT does have a system for tracking trucks that go through the scale. He stated that the level of truck traffic will increase because of activity in neighboring communities such as Maple Grove. He stated that the fine for passing the scale when open is \$1,000.

Councilmember Shryock stated that Nowthen runs a “sting” when their scale is open to catch trucks that are avoiding the scale.

Officer Bonnie stated that he tried to setup a “sting” with the State Patrol but explained that because of the district lines he would have to work with two districts of State Patrol which can be difficult to coordinate.

Ms. Johnston questioned, and received confirmation that CR 5 and Highway 47 were considered collector roads. She stated she would appreciate it if Armstrong could also be placed on the discussion list with the County.

Mr. Surma stated that perhaps a weight limit could be put on the roadway. He noted that he would be willing to assist in creating a petition for Armstrong as well but stated that ultimately the issue is the road surface.

The consensus of the Council was to continue to work with the neighboring communities and enforcement in regard to road noise, to add Armstrong to the list of roadways being discussed with the County, and to investigate alternative options as well.

2.03: Update on Consulting Land Use Planning and Zoning Administration Services Utilized by the City and Review New Quotes from Qualified Firms

Community Development Director Gladhill reviewed the staff report. He reviewed the three options and highlighted the staff recommendation to utilize WSB for the planning consultant services.

Councilmember Riley questioned if the consultant the City had been working with moved to WSB.

Community Development Director Gladhill stated that the consultant actually took a job with a municipality. He stated that the City has worked with WSB on projects in the past and provided additional information on the WSB staff. He stated that the proposals were similar in price but WSB provided a lower price for entry-level positions, which is the area that the City would most utilize.

City Administrator Ulrich stated that this position would backfill some of the more mundane tasks that can be handled while staff is able to focus on the more important items, such as planning for the Comprehensive Plan.

Acting Mayor LeTourneau stated that he appreciates that this is within the budget for 2015 and believed that the request is well within the means of their assignment.

The consensus of the Council was to move ahead with the recommendation of staff to select WSB to provide as-needed support to the Community Development Department.

3. TOPICS FOR FUTURE DISCUSSION

3.01: Review Future Topics/Calendar

Councilmember Kuzma stated that he had mentioned the possibility of moving the Draw Summer Series to the Happy Days Committee. He stated that there are fundraising needs and believed that is a lot to put on the volunteers for that group. He stated that it appears to some residents that the City is funding the event.

City Administrator Ulrich stated that he was planning to bring that forward in the budget discussion because the City could possibly make a contribution to the event.

Councilmember Kuzma stated that the City may find it easier to secure a sponsor compared to a volunteer.

Councilmember Johns noted that additional review should be done as the Ramsey Foundation is currently handling the event and although the City is a non-profit it is not the same.

Councilmember Riley stated that he has been happy with the relationship and process thus far because it could put the City in an awkward position asking for sponsorship.

Councilmember Kuzma stated that while the event has gone great, the group cannot go back to the same sponsors each year for money. He noted that the bands provided a discount the first year but then the prices are raised in future years.

Acting Mayor LeTourneau confirmed the consensus of the Council to further review the Foundation's contribution and alternative funding sources.

City Administrator Ulrich stated that the original budget work session scheduled for August 11th will be changed to August 25th with additional meetings to occur on September 8th and final adoption on September 22nd.

Acting Mayor LeTourneau noted that if additional discussion is needed on the budget, a special meeting may be necessary as well.

4. MAYOR / COUNCIL / STAFF INPUT

None

5. ADJOURNMENT

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 Amanda Staple, *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, July 28, 2015, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Acting Mayor John LeTourneau
 Councilmember Jill Johns
 Councilmember Mark Kuzma
 Councilmember Chris Riley
 Councilmember Melody Shryock
 Councilmember Kristine Williams

Members Absent: Mayor Sarah Strommen

Also Present: City Administrator Kurtis Ulrich
 Police Chief Jeff Katers
 Public Works Superintendent Grant Riemer
 Community Development Director Timothy Gladhill
 City Engineer Bruce Westby
 Asst. City Administrator/Economic Development Manager Patrick Brama
 City Attorney Joe Langel
 Community Development Intern Geoff Solomonson
 Administrative Intern Oksana Carlier

1. CALL TO ORDER

Acting Mayor LeTourneau called the regular meeting of the Ramsey City Council to order at 7:03 p.m., followed by the Pledge of Allegiance led by Acting Mayor LeTourneau.

2. PRESENTATION

None.

3. CITIZEN INPUT

None.

4. CONSENT AGENDA

City Administrator Ulrich requested to pull Item 4.05, Adopt Resolution #15-07-177 Approving Multiple Agreements Related to the Previously Approved Purchase Agreement, Site Plan

Approval, and Livable Communities Grant for Sunwood Village; Case of CommonBond Communities, from the Consent Agenda and instead consider that as Case 7.06.

Motion by Councilmember Shryock, seconded by Councilmember Kuzma, to approve the following items on the Consent Agenda as revise to remove Item 4:05:

- 4.01: Note the following Boards and Commissions Meeting Minutes:
 - 1) Park and Recreation Commission Meeting Minutes Dated May 14, 2015
 - 2) Economic Development Authority Meeting Minutes Dated June 4, 2015
 - 3) Planning Commission Meeting Minutes Dated June 4, 2015
- 4.02: Approve the following Meeting Minutes:
 - 1) City Council Work Session Minutes Dated July 14, 2015
 - 2) City Council Regular Session Minutes Dated July 14, 2015
- 4.03: Approve Construction Easement Related to Garnet Street Reconstruction Project
- 4.04: Adopt Resolution #15-07-187 Approving Cash Disbursement Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 9, 2015 through July 22, 2015
- ~~4.05: Adopt Resolution #15-07-177 Approving Multiple Agreements Related to the Previously Approved Purchase Agreement, Site Plan Approval, and Livable Communities Grant for Sunwood Village; Case of CommonBond Communities~~ This item was removed from the Consent Agenda and considered as Item 7.06
- 4.06: Adopt Resolution #15-07-179 Approving an Encroachment Agreement for a Portion of a Proposed Driveway in a Drainage and Utility Easement at 17209 Tungsten St. NW; Case of Frank and Dorothy Frederick
- 4.07: Adopt Resolution #15-07-180 Approving Partial Payment to Construction Results Corporation for IP #14-28 Parking Ramp Garage Enclosure
- 4.08: Adopt Resolution #15-07-181 Approving Partial Payment to Brennan Construction of MN, Inc. for IP #14-30 Fire Station #2
- 4.09: Adopt Resolution #15-07-184 Approving Partial Payment to North Valley Inc. for IP #14-27; Mississippi River Trail
- 4.10: Adopt Resolution #15-07-185 Authorizing Partial Payment to Douglas-Kerr Underground LLC for IP #14-24; Center Street Improvements
- 4.11: Adopt Resolution #15-07-186 Approving Partial Payment to Kuechle Underground Inc. for IP #12-22 Riverdale Drive Reconstruction and Extension
- 4.12: Adopt Resolution #15-07-189 Approving Name Change of Country Club Hills to Woodlands and Re-Affirming Final Plat Approval; Case of US Home Corporation, Doing Business as Lennar Homes

Motion carried. Voting Yes: Acting Mayor LeTourneau, Councilmembers Shryock, Kuzma, Johns, LeTourneau, Riley, and Williams. Voting No: None. Absent: Mayor Strommen.

5. APPROVE AGENDA

Motion by Councilmember Johns, seconded by Councilmember Kuzma, to approve the agenda as amended.

Motion carried. Voting Yes: Acting Mayor LeTourneau, Councilmembers Johns, Kuzma, Riley, Shryock, and Williams. Voting No: None. Absent: Mayor Strommen.

6. PUBLIC HEARING

None.

7. COUNCIL BUSINESS

7.01: Request to Approve Contract with The Tinklenberg Group for Work Regarding Improvements to US Trunk Highway 10 and Related Rail Crossings

City Administrator Ulrich reviewed the staff report and recommendation to approve the contract with The Tinklenberg Group for the work regarding improvements to US Trunk Highway 10 and related rail crossings. He noted that the Council further discussed this item earlier tonight in the work session.

Councilmember Shryock provided additional input on behalf of the Subcommittee and commended Mr. Tinklenberg for his efforts and the momentum that the City was able to gain.

Motion by Councilmember Shryock, seconded by Councilmember Williams, to approve a contract with The Tinklenberg Group for work regarding improvements to US Trunk Highway 10 and related rail crossings.

Further discussion: Councilmember Kuzma noted that he was originally against the work with The Tinklenberg Group but has changed his mind. He stated that the congestion on Highway 10 is astounding and is a problem for the City of Ramsey and its development. He stated that there is good momentum and the City needs to keep pushing.

Councilmember Riley agreed that he would like to stop the contract when the time is appropriate, noting that this is not the appropriate time as the City needs to continue its momentum.

Acting Mayor LeTourneau stated that this has been an uphill battle and the City needs to continue its efforts.

Motion carried. Voting Yes: Acting Mayor LeTourneau, Councilmembers Shryock, Williams, Johns, Kuzma, and Riley. Voting No: None. Absent: Mayor Strommen.

7.02: Consider Adopting Resolutions #15-07-167 and #15-07-168 Approving a Conditional Use Permit for Auto Sales in a B-2 Highway Business District on the Property Located at 6650 Highway 10 NW; Case of Dunmark's Auto Sales

Community Development Intern Solomonson reviewed the staff report and recommendation to adopt the proposed Resolutions approving a Conditional Use Permit for auto sales in a B-2 Highway Business District.

Motion by Councilmember Kuzma, seconded by Councilmember Riley, to adopt Resolution #15-07-167 Adopting Findings of Fact #0947 Relating to a Request From Dunmarks & Sons Auto Sales, LLC to Conduct Motor Vehicle Sales in the B-2 Highway Business District at the Property Located at 6650 Highway 10 NW and to adopt Resolution #15-07-168 Approving a Conditional Use Permit for Dunmarks & Sons Auto Sales, LLC to Conduct Motor Vehicle Sales in the B-2 Highway Business District at the Property Located at 6650 Highway 10 NW and Declaring Terms the Same.

Further discussion: Acting Mayor LeTourneau confirmed that the applicant has been informed of the possible changes to Highway 10.

Motion carried. Voting Yes: Acting Mayor LeTourneau, Councilmembers Kuzma, Riley, Johns, Shryock, and Williams. Voting No: None. Absent: Mayor Strommen.

7.03: Introduce Ordinance #15-13 Amending Ordinance #15-04 Massage Businesses and Services by Deleting the Insurance Requirements

Police Chief Katers reviewed the staff report and recommendation to introduce Ordinance #15-13 amending Ordinance #15-04 Massage Businesses and services by deleting the insurance requirements.

Motion by Councilmember Riley, seconded by Councilmember Kuzma, to introduce an Ordinance Amending Ordinance #15-04 and Chapter 26 of the Ramsey City Code – Licenses, Permits and Miscellaneous Business Regulations – by Deleting Section 26-859 (e) of the Ramsey City Code.

Motion carried. Voting Yes: Acting Mayor LeTourneau, Councilmembers Riley, Kuzma, Johns, Riley, Shryock, and Williams. Voting No: None. Absent: Mayor Strommen.

Councilmember Kuzma asked for an update on the impact of the Ordinance.

Police Chief Katers provided an update on the activity following the adoption of the Ordinance. He noted that he has received some complaints but no more than occurred prior to the Ordinance. He advised that the Ordinance does provide additional enforcement ability.

7.04: Review Comparison Document of The COR Development Plan and Original Ramsey Town Center Master Plan Prepared by the Planning Commission

Community Development Director Gladhill reviewed the staff report noting that the purpose for tonight is to ensure that the format, general content and layout match that desired through the Council and expressed at the last joint meeting. He advised that the Planning Commission will be reviewing this at depth during their August meeting and noted that the other Boards and Commissions would also be reviewing the information to provide input.

Councilmember Riley stated that he is less interested in where the City has been and more interested in the direction the City would like to go.

Councilmember Kuzma commended the Planning Commission and the amount of work they have done and continue to do on this matter.

Councilmember Williams also appreciated seeing where the City has been and being able to see that scope. She appreciated the efforts of the Planning Commission as they are being asked to review requests under standards of the original town center plans rather than the current plans for The COR.

Councilmember Shryock also agreed that it was helpful to see the path the City has taken. She also agreed with Councilmember Riley and stated that the City should focus on the desire for the future and the current market. She noted that although there are certain resident desires for The COR, the market may not drive that type of development in those locations. She referenced the sign regulations and believed that the City is in a good position in that regard and did not know that additional amendment would be necessary in that area.

Community Development Director Gladhill explained that they would not be reducing the sign design but instead amending the process for approval.

Councilmember Williams stated that she would like to see input from those within The COR as well as Coborn's, specific to the parcel adjacent to their property.

Acting Mayor LeTourneau stated that the original plan was flexible in order to be responsive to the conditions in the market, which he believed would continue to be important. He stated that perhaps the previous Councils were not open with amendments to the plan and thought it was great to see the public involvement in this open process.

Councilmember Shryock agreed that the communication has been an important focus throughout this process, making this process open and communicating updates to the residents. She welcomed any additional input from residents or businesses.

Community Development Director Gladhill confirmed the direction that he heard tonight which will include additions to the document such as highlighting the next steps and highlighting continuing work with property owners within The COR.

7.05: Review of Metropolitan Council's Draft 2015 Twin Cities Metropolitan Area Master Water Supply Plan

City Engineer Westby reviewed the staff report, provided highlights from the draft 2015 Twin Cities Metropolitan Area Master Water Supply Plan and summarized the response letter drafted by staff.

Councilmember Riley suggested tweaking the language to better position a statement.

Acting Mayor LeTourneau agreed that perhaps the challenge and scope of the challenge could be further identified. He commended staff for their efforts in drafting the letter, noting that he does

like that the letter highlights what Ramsey is doing to conserve the resource and that the challenge regarding the aquifer and surface water management is identified.

7.06: Consider Adopting Resolution #15-07-177 Approving Multiple Agreements Related to the Previously Approved Purchase Agreement, Site Plan Approval, and Livable Communities Grant for Sunwood Village; Case of CommonBond Communities

Community Development Director Gladhill reviewed the staff report and stated that the intent is to make some slight revisions based on comments received by City Attorney Langel and briefly reviewed those proposed amendments.

Councilmember Riley referenced the replacement as the permittee and questioned if that replacement would put the City in a disadvantageous position.

Community Development Director Gladhill provided additional information on the change of ownership and did not have any issues.

City Attorney Langel stated that after reviewing those agreements he has no problems with the change in ownership.

Community Development Director Gladhill reviewed the proposed amendments.

Motion by Councilmember Shryock, seconded by Councilmember Johns, to adopt Resolution #15-07-177 Approving Multiple Agreements Related to the Previously Approved Purchase Agreement, Site Plan Approval, and Livable Communities Grant for Sunwood Village; Case of CommonBond Communities, amended as discussed.

Motion carried. Voting Yes: Acting Mayor LeTourneau, Councilmembers Shryock, Johns, Kuzma, Riley, and Williams. Voting No: None. Absent: Mayor Strommen.

8. MAYOR, COUNCIL AND STAFF INPUT

8.01: Verbal Update on Road Construction Projects – Bruce Westby, City Engineer

City Engineer Westby stated that there are several road reconstruction and construction projects ongoing at this time, including the Highway 10 and Armstrong intersection. He provided a brief update on the progress of the road construction occurring near Highway 10 as well as the other projects within the City.

8:02: Other

City Administrator Ulrich announced upcoming meetings and events.

9. ADJOURNMENT

Motion by Councilmember Kuzma, seconded by Councilmember Riley, to adjourn the meeting.

Motion carried.

The regular meeting of the City Council adjourned at 8:01 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

CC Regular Session

4.3.

Meeting Date: 08/11/2015

By: Tim Gladhill, Community Development

Information

Title

Approve Amendment to Landscape Plan for Harvest Estates

Purpose/Background:

The purpose of this case is to consider an amendment to the Landscape Plan for Harvest Estates, a 32 lot single-family subdivision located east of Nowthen Boulevard, south of Alpine Drive.

Background

The Developer, GS Land, LLC, has requested an amendment to the approved Landscape Plan to increase screening on a portion of the development adjacent to an existing residential lot. The Developer proposes to relocate several trees currently proposed along the stormwater pond in the south east corner of the development to this location along lots 7 & 8. The Developer desires additional screening in this location again existing single-family homes.

Staff has reviewed the request and is supportive. The change does not reduce screening along other areas abutting existing residential.

Action:

Motion to approve the revised Landscape Plan for Harvest Estates.

Attachments

Site Location Map

Revised Landscape Plan

Form Review

Inbox

Kurt Ulrich

Form Started By: Tim Gladhill

Final Approval Date: 08/05/2015

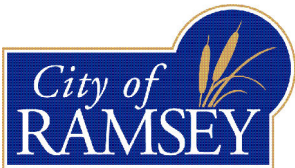
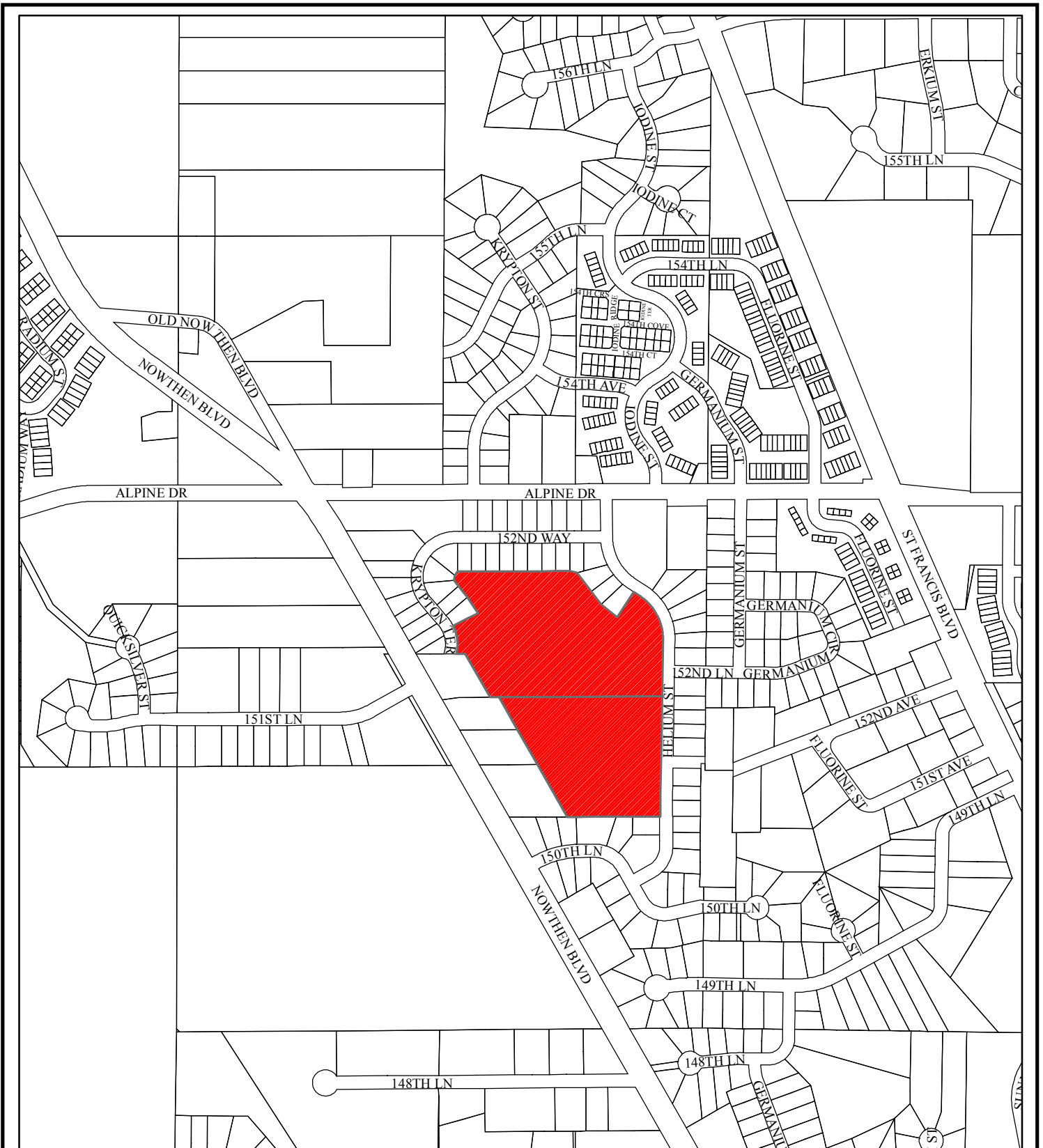
Reviewed By

Jo Thieling

Date

08/05/2015 03:49 PM

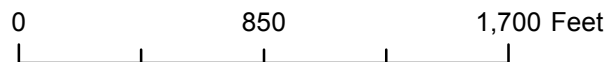
Started On: 08/05/2015 01:04 PM



Harvest Estates

Legend

- Site
- Parcels



HARVEST ESTATES

City of Ramsey
Anoka County, Minnesota

PROJECT NUMBER	141029
BY	gsh
DATE	8/5/15
REVISIONS	
REMARKS	Addendum 1

PLANTING NOTES:

Contractor shall provide one year guarantee of all plant materials. The guarantee begins on the date of the Landscape Architect's written acceptance of the initial planting. Replacement plant materials shall also have a one year guarantee commencing upon planting.

All plants to be northern-grown and hardy.

Plants to be installed as per standard AAN planting practices.

Use minimum 12" loam planting soil on trees.

Contractor shall verify locations with all utilities prior to installation of plants.

Staking of trees optional; reposition if not plumb after one year.

Wrap all smooth-barked trees-faster top and bottom. Remove by April 1.

Open top of burlap on PB materials; remove pot on potted plants; split and break apart post pots.

Only prune out dead/broken/deformed branches at installation - per standard nursery practice.

Owner shall be responsible for maintenance after acceptance of the work by the Owner.

Plants shall be immediately planted upon arrival at site. Properly heel-in materials if necessary; temporary only.

Planting depth shall be such that the 1st set of primary roots is at finished grade.

Remove upper 1/5 of wire basket and burlap after being placed in planting hole.

Shredded hardwood mulch (2" - 4" deep) shall be placed around all new trees and shrub clusters. Mulch shall not be piled against the trunks of trees. Diameter of mulched areas shall be a minimum of 4' from the trunk or stem of all trees and shrubs. Trench edging shall be used around all mulched areas.

PLANT LIST:

QTY.	KEY	SYM	COMMON NAME	BOTANICAL NAME	SIZE / ROOT
19	AP	☼	Austrian Pine	Pinus nigra	6' B&B
27	PHS	☼	Black Hills Spruce	Picea alaiaca densata	6' B&B
15	NM	☼	Norway Maple	Acer platanoides	2.5" B&B
14	LL	☼	Legend Linden	Tilia americana	2.5" B&B
14	BP	☼	River Birch	Betula nigra	2.5" B&B
19	HB	☼	Common Hackberry	Celtis occidentalis	2.5" B&B
10	SWO	☼	Swamp White Oak	Quercus bicolor	2.5" B&B

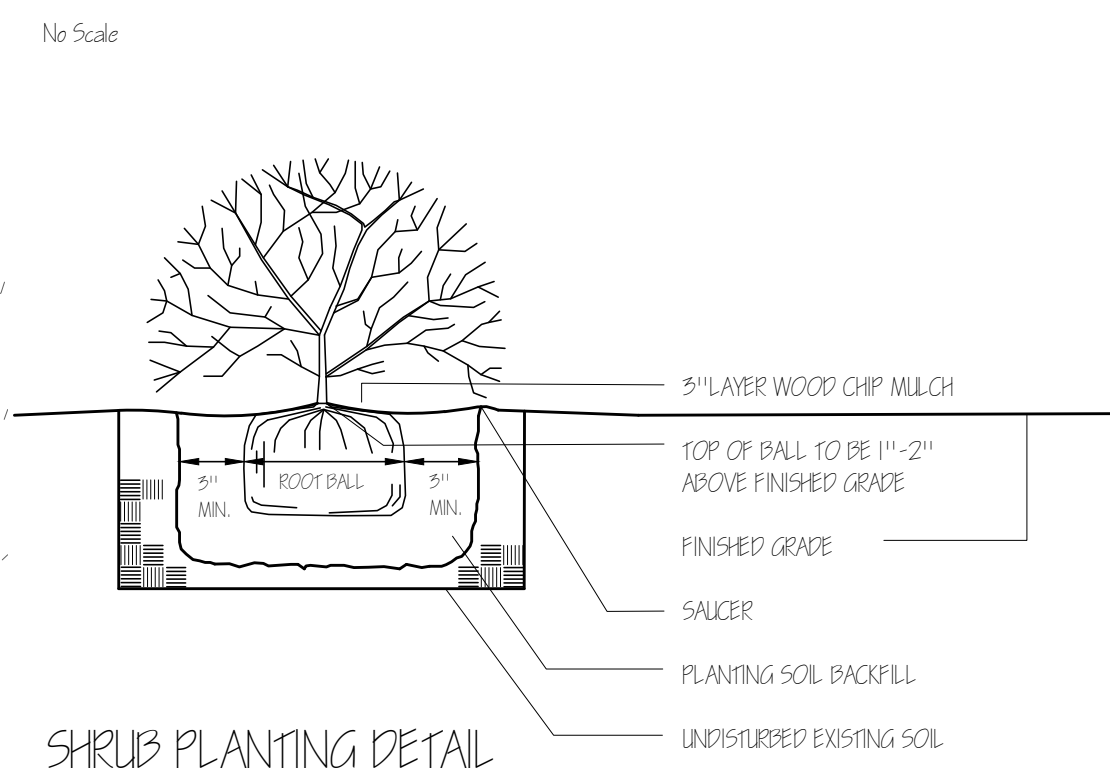
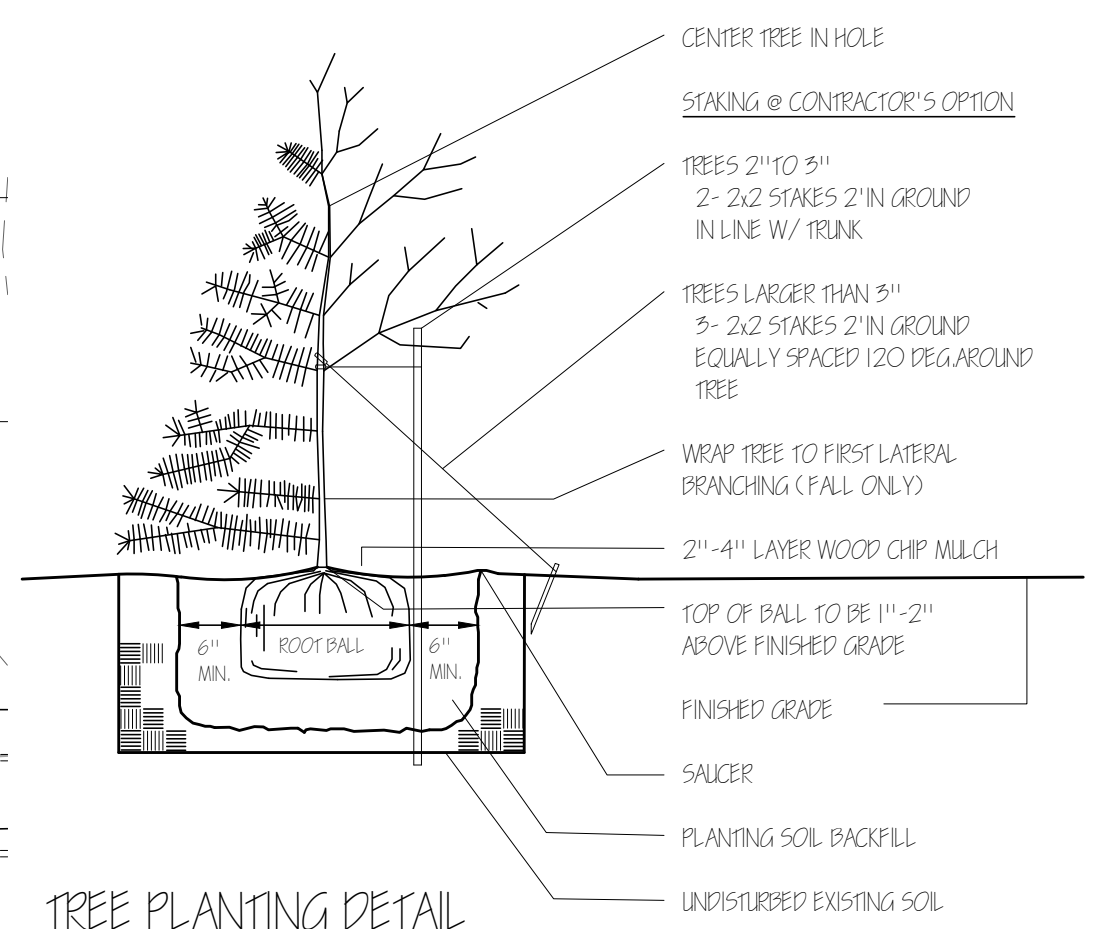
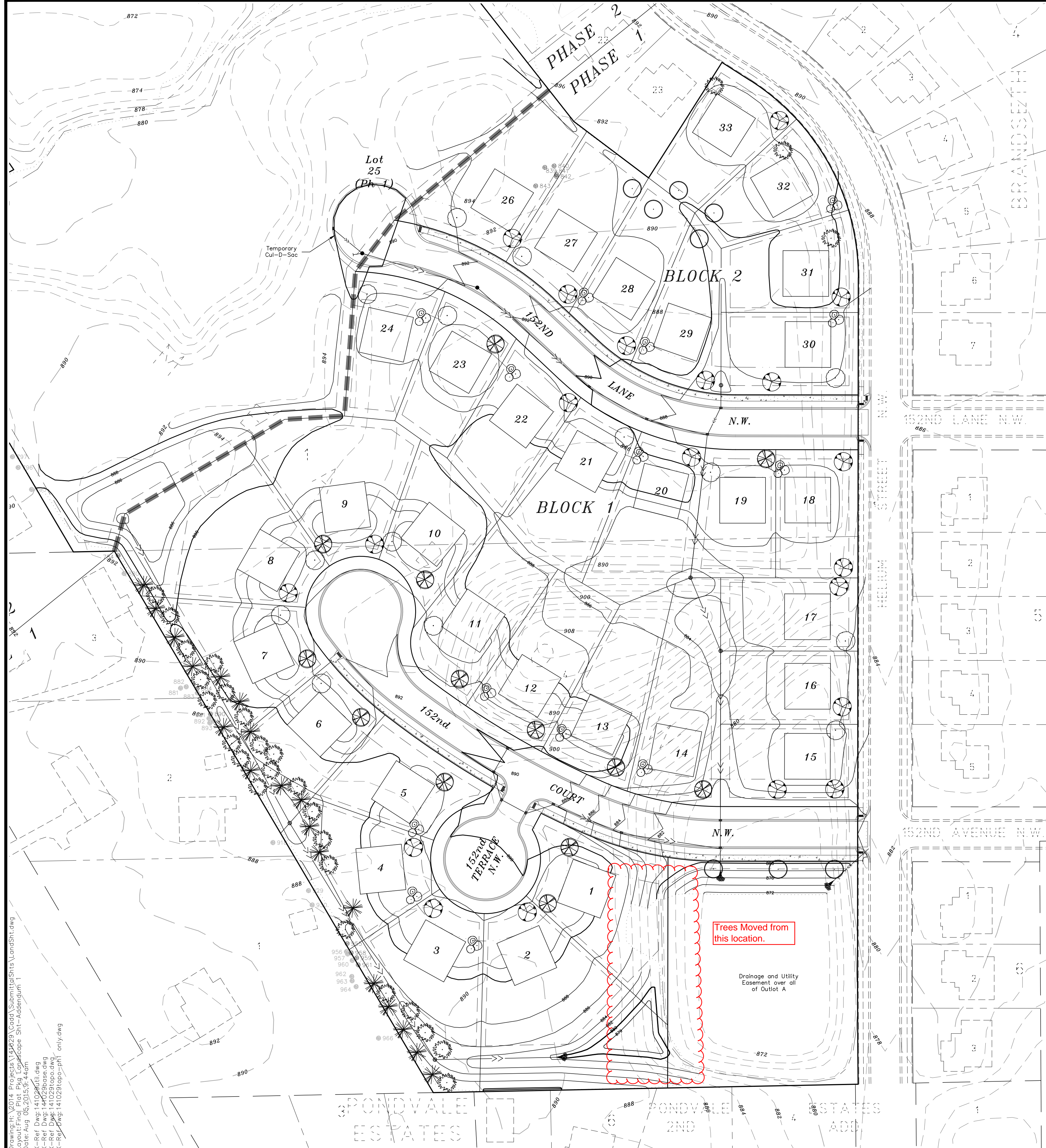
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the Laws of the State of Minnesota.

Randall C. Hedlund, Minn. No. 19576

HEDLUND
SURVEYING
ENGINEERING
PLANNING
2005 Pin Oak Drive
Eagan, MN 55122
Phone: (651) 405-6600
Fax: (651) 405-6606

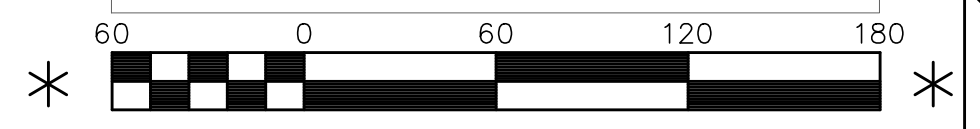
HARVEST ESTATES
FINAL LANDSCAPE PLAN PH 1
NIK MANAGEMENT INC.
11736 177TH ST. W.
Lakeville, MN 55044
Phone: (952) 236-9424

SHEET TITLE:	HARVEST ESTATES FINAL LANDSCAPE PLAN PH 1
PREPARED FOR:	NIK MANAGEMENT INC.
DATE	4/14/15
REV.	8/5/15
DRAWN	-----
CHECKED	-----
DESIGN	-----
SHEET NUMBER	C-4



PRELIMINARY
NOT FOR CONSTRUCTION

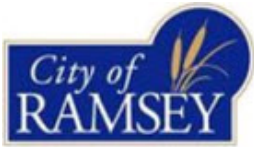
NOTE: SCALE IS 1" = 60'



Scale 1" = 60'

Drawings for 2014 Project 142293, Cedar Summit Hills, LemoSH, dwg
 Layout/Final Plot, Pkg Landscape SHI-Addendum 1
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Our Mission: To work together to responsibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session

4. 4.

Meeting Date: 08/11/2015

By: Bruce Westby, Engineering/Public Works

Information

Title:

Approve Response to Metropolitan Council draft 2015 Twin Cities Metropolitan Area Master Water Supply Plan

Purpose/Background:

Purpose:

The purpose of this case is to approve City staff's response to the Metropolitan Council's draft 2015 Twin Cities Metropolitan Area Master Water Supply Plan. The City Council reviewed a draft response on July 28, 2015 and a final draft is now offered for the City Council's consideration. Due to file size (955 pages, 17 MB), the Water Supply Master Plan is not included in this case, but can be found online at www.cityoframsey.com/engineering-department or available upon request by contacting the Engineering Department at 763-433-9820. The draft plan is also included on the July 28, 2015 City Council Agenda.

Background:

The Metropolitan Council originally adopted the Twin Cities Metropolitan Area Master Water Supply Plan (MWSP) in 2010 in support of legislative requirements. The 2010 MWSP is being updated at this time to integrate with *Thrive MSP 2040*, the region's 30-year comprehensive plan, which was approved by the Metropolitan Council on May 28, 2014. The 2015 Twin Cities Metropolitan Area MWSP will also incorporate new data and information that has been collected since 2010.

According to the Metropolitan Council, the Draft 2015 Twin Cities Metropolitan Area Master Water Supply Plan provides a framework for sustainable long-term water supply planning at the local and regional level, and provides communities in the region with planning assistance for water supply in a way that:

- Recognizes local control and responsibility for owning, maintaining and operating water supply systems
- Is developed in cooperation and consultation with municipal water suppliers, regional stakeholders and state agencies
- Protects critical habitat and water resources over the long term
- Meets regional needs for a reliable, secure water supply
- Highlights the benefits of integrated planning for stormwater, wastewater and water supply
- Emphasizes and supports conservation and inter-jurisdictional cooperation, and
- Provides clear guidance by identifying key challenges, issues, and considerations in the region and available approaches (without dictating solutions).

The MWSP provides guidance so that communities can take the most proactive, cost-effective approach to long-term planning and permitting to ensure plentiful, safe, and affordable water that supports the prosperity and livability of the region for future generations.

As previously mentioned, the 2015 MWSP will incorporate new data and information that has been collected since 2010 including:

- New population projections- Metropolitan Council
- Screening of groundwater and surface water relationships- Metropolitan Council
- Mapping of the vulnerability of bedrock aquifers to flow through glacial sediments- MN Geological Survey
- New aquifer testing data collected through community source water protection programs- MN Department of Health
- New groundwater level monitoring data- MN Department of Natural Resources
- Water supply alternative feasibility assessments- Metropolitan Council in partnership with communities

Municipalities and Public Water Suppliers are therefore being asked to:

- Provide guidance on the content and format of the MWSP
- Provide feedback on regional water supply issues, including challenges and opportunities
- Share local data about water resources and water supply planning
- Review draft technical analysis and planning tools
- Review draft Master Water Supply Plan and provide comments

More information on the MWSP is available at

<http://metro council.org/Wastewater-Water/Planning/Water-Supply-Planning/Master-Water-Supply-Plan.aspx>.

The Metropolitan Council released the draft 2015 MWSP for public comment on June 25th. The full 955 page draft plan is attached for reference. Also attached is a 2 page document titled “How to Navigate the Master Water Supply Plan” to assist in reviewing the draft plan. Lastly, attached is the City of Ramsey’s response which incorporates all comments received from the City Council upon reviewing the draft response at the July 28th Council meeting.

Plan review responses must be submitted by 5 pm, Friday, August 21. The Metropolitan Council will adopt the updated Twin Cities Metropolitan Area Master Water Supply Plan in the fall of 2015.

Notification:

Notification is not required.

Observations/Alternatives:

Chapter 1 provides an overview of the draft 2015 MWSP and outlines the rationale and benefits of water supply planning, identifies updates being made to the plan, and describes how the plan can be used to guide planning efforts at the local level, including the potential need to use a multi-community approach in planning for future water supply needs.

Chapter 2 discusses the goal, guiding principles and vision of the draft 2015 MWSP, and states “the Master Water Supply Plan’s single overarching goal is that the region’s water supply is sustainable now and in the future.” The City’s draft response letter acknowledges and supports this goal, though it also stresses the need to achieve this goal in an equitable manner through partnering with other communities.

Chapter 3 explores the region’s current and projected water use demands, and water conservation options.

Chapter 4 considers major water supply sources available to the region, and summarizes challenges and opportunities associated with the major water supply sources.

Chapter 5 looks at water supply issues facing the region, including how they vary across the region.

Chapter 6 identifies some measurable outcomes that can be tracked to monitor progress toward the goal of sustainability.

Chapter 7 provides more detail about how policies and strategies are translated into action by the Metropolitan Council and its partners.

Chapter 8 addresses the roles and responsibilities needed at the various levels (individual, community, regional, state, and federal) to support the implementation of the draft 2015 MWSP.

Staff believes it is critical that the City respond to the draft 2015 MWSP as it is clear that this guidance and planning document will play a role in how the City of Ramsey plans for its future water supply needs, and the costs associated with implementing those plans.

Funding Source:

This case is being handled as part of normal Staff duties.

Recommendation:

Staff recommends that the City Council approve the attached response to the 2015 Twin Cities Metropolitan Area Master Water Supply Plan to allow submittal to the Metropolitan Council by the August 21st deadline.

Action:

Approve attached response to the draft 2015 Twin Cities Metropolitan Area Master Water Supply Plan.

Attachments

How to Navigate the Plan

City of Ramsey Response

City Council Minutes dated July 28, 2015

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	08/05/2015 08:35 AM
Patrick Brama	Jo Thieling	08/05/2015 03:51 PM
Diana Lund	Diana Lund	08/05/2015 04:02 PM
Kurt Ulrich	Jo Thieling	08/06/2015 08:50 AM
Form Started By: Bruce Westby		Started On: 07/24/2015 01:13 PM
Final Approval Date: 08/06/2015		

How to Navigate the Master Water Supply Plan

The Master Water Supply Plan provides a broad base of information about the region's water supplies.

The following are some frequently asked questions and where answers may be found in the plan:

Why does the Council do water supply planning? Why does this plan exist?	Chapter 1
Are there regional goals or targets for the region's water supply?	Chapter 2
What does sustainable water supply in the region look like? What is the vision?	Chapter 2
How is water used in the region? How will water use change in the future?	Chapter 3
What role does water conservation play?	Chapter 3
What are the main water sources in the region? What are their limitations?	Chapter 4
What are some key water supply quantity and quality issues in the region?	Chapter 5
How does the plan address climate and economic variability? Model uncertainty?	Chapter 5
How will progress toward sustainability be tracked, progress measured?	Chapter 6
How can I and my partners improve sustainability? How can the Council support this?	Chapter 7
What will the Council do to support sustainable water supply management?	Chapter 7
What water supply roles and responsibilities do agencies and communities have?	Chapter 8
How does DNR support this plan?	Chapter 8
What technical and policy information supports this master water supply plan?	Annotated Bibliography
How is water used in my community? In my county? In my watershed?	Appendix 1
What water supply issues should my community plan for?	Appendix 1
How was future water demand projected?	Appendix 2
How was the regional groundwater flow model, Metro Model 3, used in this plan?	Appendices 3 & 4

How to Use the Water Supply Profiles

The Water Supply Profiles (Appendix 1 of the Master Water Supply Plan) summarize water use, sources, and potential issues for each community, county and watershed in the seven-county Twin Cities metropolitan area.

The profiles provide a useful starting place for local planning and can be used in several ways, including:

To inform community water conservation programs by helping to target large water use categories

Water use varies among communities. In some communities, the largest water use is for municipal demand. In others, the largest water use is by agriculture. The water supply profiles highlight what the largest water uses are, so that programs to promote conservation and water efficiency can be effectively targeted.

To complete local water supply plans in a way that considers Metropolitan Council policy

The water supply profiles can be used to complete the local water supply plan.

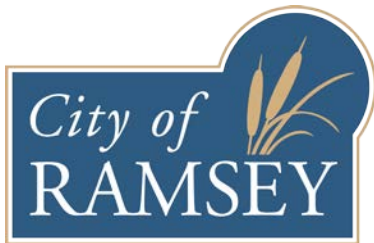
- Information from the section of the water supply profile below the heading “*The following should be addressed as water plans are updated*” can be used to complete Part 1-E and Part 4-B in the local water supply plan template.
- Information from the section of the water supply profile below the heading “*The following actions are recommended*” can be used to complete Part 1-E, Part 4-C and Part 4-D in the local water supply plan template.
- Information from the section of the water supply profile below the headings “*Average annual water use by permitted users...*” and “*Municipal Water Use*” can be used to complete Part 3 and Part 4-D of the local water supply plan template.
- Information from the section of the water supply profile below the heading “*Projected water use*” can be used to complete Part 4-A of the local water supply plan template. NOTE: The community does not need to use these demand projections, but the total population values should be consistent with the community’s system statement.

To inform water supply-related permit applications and environmental review documents

The information summarized in the water supply profile is the type of information commonly requested for environmental review documents and water supply-related permits. The profiles can be useful in the preparation and review of these documents.

To provide a subregional picture of water supply-related issues in an area, such as a county or watershed

Watersheds and counties, for example, may find it useful to review the water supply profiles when developing programs to protect groundwater. Subregional work groups also may find the water supply profiles useful when discussing water supply issues and approaches that are bigger than any single community.



7550 Sunwood Drive NW • Ramsey, MN 55303

City Hall: 763.427.1410 • Fax: 763.427.5543

www.cityoframsey.com

August 11, 2015

Attn: Lanya Ross
Metropolitan Council
390 Robert Street N
Saint Paul, MN 55101

Re: City of Ramsey Response to Draft 2015 Master Water Supply Plan

Dear Lanya:

Thank you for the opportunity to review and comment on the draft 2015 Twin Cities Metropolitan Area Master Water Supply Plan (MWSP). The City of Ramsey offers the following responses for your consideration.

The City of Ramsey fully supports the Master Water Supply Plan's single overarching goal of achieving a sustainable water supply system for the region, both now and into the future. However, the City feels strongly that such sustainability must be achieved in an equitable manner through the development and use of regional water supply partnerships.

Considering that regional water supply partnerships can be difficult and time consuming to develop, particularly when led by local agencies, we respectfully request that the Metropolitan Council consider actively supporting an effort to analyze the viability of regional partnerships from both service and funding perspectives.

The City of Ramsey utilizes groundwater for our water supply needs, though surface water from the Mississippi River could also be utilized. However, as the draft 2015 MWSP acknowledges, investing in surface water treatment plants requires many millions of dollars. And to convert a groundwater supply system to a surface water supply system would result in even greater costs, which the City of Ramsey could not possibly afford on our own.

The City of Ramsey appreciates the recognition in the draft 2015 MWSP that most cities across the twin cities metropolitan area utilize groundwater as their principal water supply source, and that these cities have invested millions of dollars in existing infrastructure which should continue to be leveraged in future water supply plans. We also appreciate that the draft 2015 MWSP recognizes the need to maintain existing groundwater supply systems for supplemental or emergency water supply needs, such as if pollutants are released into surface waters triggering the temporary shutdown of surface water supply facilities.

*It is our mission to work together to responsibly grow our community,
and to provide quality, cost-effective, and efficient government services.*

The City supports the reduction of water consumption through further exploration and implementation of water conservation methods including irrigation reduction practices and stormwater and wastewater reuse. The City also supports promoting infiltration practices to aid in groundwater recharge.

Based on our review of the draft 2015 Twin Cities Metropolitan Area Master Water Supply Plan we did not identify any new goals or initiatives that significantly conflict with current goals or initiatives of the City of Ramsey. However, based on other recent Met Council plan reviews we continue to question whether the draft 2015 MWSP accurately reflects population growth forecasts for the region, and therefore question the accuracy of some of the information included in the draft 2015 MWSP.

The draft 2015 MWSP does not appear to create any new requirements for the City of Ramsey, but instead appears to expand upon existing guidelines that could ultimately result in the City needing to consider the use of surface water for some or all of our water supply needs, instead of continuing to use groundwater aquifers. Because the City of Ramsey borders the Mississippi River, the City was previously directed to explore the use of the river as a potential water supply source before any new groundwater supply wells would be permitted. In response, the City completed a study which showed that a surface water treatment facility may indeed be technically feasible, though it would not be economically feasible if the intent is to serve only our water supply needs. However, it could be economically feasible if multiple communities were to partner in constructing a regional surface water treatment facility to serve the needs of all partnering communities.

The City of Ramsey appreciates the opportunity to review and respond to the draft 2015 MWSP and hopes that the Metropolitan Council will continue to work with the City to address our local water supply concerns and needs. Please note that our concerns with the population forecasts are not about our future land use vision, but rather how that vision relates to current infrastructure capacities, as well as future infrastructure investments and funding opportunities.

If you have any questions on these comments, please call me at 763-433-9825, or email me at bwestby@cityoframsey.com.

Sincerely,

Bruce Westby, P.E.
City Engineer

C: Kurt Ulrich, City Administrator

7.05: Review of Metropolitan Council's Draft 2015 Twin Cities Metropolitan Area Master Water Supply Plan

City Engineer Westby reviewed the staff report, provided highlights from the draft 2015 Twin Cities Metropolitan Area Master Water Supply Plan and summarizing the response letter drafted by staff.

Councilmember Riley suggested tweaking the language to better position a statement.

Acting Mayor LeTourneau agreed that perhaps the challenge and scope of the challenge could be further identified. He commended staff for their efforts in drafting the letter, noting that he does like that the letter highlights what Ramsey is doing to conserve the resource and that the challenge regarding the aquifer and surface water management is identified.

DRAFT

CC Regular Session

4. 5.

Meeting Date: 08/11/2015

By: Grant Riemer, Engineering/Public Works

Information

Title

Approve Replacement of Lift Station #1 Control Cabinet with Total Control Systems at a Cost of \$45,105

Purpose/Background:

Lift station #1 is located at the intersection of Dolomite St/137th Ave on the Southside of Hwy 10 and was constructed in 1990. As this is our first and oldest lift station, it is in need of technology up-grades that will improve overall operations and reduce after hour call backs, which are quite common with this lift station.

Notification:

The two property owners directly adjacent to the project will be notified of the construction schedule.

Observations/Alternatives:

The replacement of the control panel for lift station #1 first appeared on the Capital Improvement Project (CIP) in 2012. The city received quotes from Total Control Systems Inc. and Taylor Electric, with Total Control System Inc. being the lowest quote at \$45,105.00. Total Control has worked with the city in the past, developing and maintaining our Supervisory Control and Data Acquisition system (SCADA). Our PW department has been pleased with their past performance and has full confidence in their ability to preform this control panel upgrade.

Funding Source:

Sewer Utility Fund

Recommendation:

Staff recommends that the City Council accept Total Control Systems quote of \$45,105.00 for the upgrade/replacement of lift station #1 control panel.

Action:

Motion to accept Total Control Systems quote of \$45,105.00 for the upgrade/replacement of lift station #1 control panel or a motion to accept alternative recommendation based on council discussion. If Council has an alternative direction, this item should be pulled from the Consent Agenda and placed on the regular agenda to allow for discussion and direction.

Attachments

Resolution

Total Control Quote

Taylor Electric

Form Review

Inbox

Diana Lund
Grant Riemer (Originator)

Reviewed By

Diana Lund
MaryJo Warner

Date

08/05/2015 11:53 AM
08/05/2015 03:02 PM

Diana Lund
Kurt Ulrich
Form Started By: Grant Riemer
Final Approval Date: 08/05/2015

Diana Lund
Jo Thieling

08/05/2015 03:19 PM
08/05/2015 03:47 PM
Started On: 08/03/2015 02:46 PM

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #15-08-203

RESOLUTION AWARDING A CONTRACT FOR REPLACEMENT/UPGRADE OF LIFT STATION #1 CONTROL CABINET

WHEREAS, the replacement of the control panel for lift station #1 first appeared on the Capital Improvement Project (CIP) in 2012; and

WHEAREAS, an invitation for quotations were mailed to two contractors; and

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

<u>Contractor</u>	<u>Total Quote</u>
Total Control Systems, Inc.	\$45,105.00
Taylor Electric Company	\$46,667.00

WHEREAS, Total Control Systems Inc.is the lowest responsible quote.

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

- 1) That the Mayor and City Administrator are hereby authorized and directed to enter into a contract with Total Control Systems Inc. in the amount of \$45,105.00 for replacement/upgrade of Lift Station #1 control cabinet.

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 11th day of August, 2015.

Mayor

ATTEST:

City Clerk



Total Control Systems, Inc
38841 Nyman Drive NE
PO Box 40
Stanchfield, MN 55080-0040
Phone 320-396-4442 / Fax 320-396-4443

August 5, 2015

To: John Nelson Re: Ramsey, Minnesota – #1 Lift station

Total Control Systems, Inc. (TCS) proposes to furnish (only) equipment in accordance to the project plans and specifications to meet the full functional intent of the specifications that were received.

SLS #1 Pump Station Control and SCADA

Including:

- Liftstation control panel
- CT cabinet required by Power Company**
- Main Breaker/Gen Transfer sw. (SE rating)
- NEMA 3R 2 door stainless steel enclosure
- Inner doors
- Enclosure SS legs and skirts with louvers
- Incoming power terminal block
- Generator Receptacle reused from old and remounted
- Pump circuit breakers
- Control/Secondary circuit breakers
- Hand-Off-Auto switches, oil tight, 30 mm
- Pushbutton switches, oil tight 30mm
- Lamps, LED, oil tight, 30mm
- Condensation heater/fans, 400 watt
- Pump VFD's 7.5 hp
- Power monitor
- Lightning arrester (TVSS) 25KVA
- Intrinsic barriers Class I, Div 1, Group C, D
- Relays
- GFI receptacle rated at 15 amps
- Control power TVSS
- Radio (MDS SD4)
- Antenna (gold anodized)
- Lightning arrester RF
- RF cable and connectors
- Uninterruptible power supply (UPS)
- Radio power supply
- Elapsed time meters (2)
- RTU outlet
- Floats (2)
- Float mount kit
- Submersible transmitter KPSI
- Allen-Bradley Micrologix 1400
- Backup controller
- Operator interface 6" color

Cooling fans, SS panel hoods and thermostat
Door switches
Documentation
Master PLC program modifications
SCADA software and screen additions
Reports
Master alarm dialer programming
Training
Testing and commissioning
Electrical contractor Bonded, licensed and insured
Electrical permit
Installation, wiring pumps, float, transducer and antenna
Site work and concrete pad for panel
Core drilling
Demo old equipment
24 foot direct bury fiberglass pole
Site LED shoebox lamp

Price for the control panel package: **\$45,105.00 lump sum**

Does **not** include:

Taxes (City exempt)
Bonds
Electric utility charges
Restoration (by City)

- We acknowledge receipt of Addendum No .
- Terms are Net 30 days from invoice date. No retainage allowed. A 1.5% charge per month added to any past due balance. Price may be dependent on past credit history.
- All Terms in accordance to project contract specifications.
- This quote/proposal valid for 60 days.
- Work to commence after receipt of an acceptable written purchase order acknowledging acceptance of our terms.
- F.O.B. job-site.
- Start-up service/training, documentation and equipment adjustment is included as specified.
- TCSI does not accept any liquidated damages.
- ALL PANELS FURNISHED BY TCS WILL HAVE A UL508 SERIALIZED OR UL698A ENCLOSED INDUSTRIAL CONTROL PANEL RELATING TO HAZARDOUS LOCATIONS WITH INTRINSICALLY SAFE CIRCUIT EXTENSIONS LABEL, AS REQUIRED.

If you have any questions regarding our proposal, please contact our office. We look forward to working with you on this project.

Sincerely,
TOTAL CONTROL SYSTEMS, INC.

Al Doberstein
AD/lb

Taylor Electric Company

19717 207th Street
Big Lake, MN 55309
(763)263-5703
pfulkerson@tayloelectricco.net

Estimate

ADDRESS
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

ESTIMATE #	DATE
1010	07/28/2015

ACTIVITY	QTY	RATE	AMOUNT
16 Electrical & Lighting Sanitary Lift Station No. 1 - Control Panel Replacement	1	46,667.00	46,667.00
INCLUDES-			
1) Electrical Permit			
2) Control Panel and Wet Well Level Monitoring Devices			
3) Complete Wiring of Control Panel, Pumps, Floats, Level Transducer and Antenna			
4) Site Work and Concrete Pad for Control Panel			
5) Core Drilling			
6) Demo Old Equipment to be removed from site by City			
7) 24' Fiberglass Pole and LED Shoebox Light Fixture (Mount Antenna to top of new Pole.)			
EXCLUDES			
1) Bond of any kind			
2) Electric Utility Charges			
3) Restoration (By City per John Nelson)			

We look forward to doing Business with you!

TOTAL

\$46,667.00

Accepted By

Accepted Date

CC Regular Session

4. 6.

Meeting Date: 08/11/2015

By: Jackie Lipski, Finance

Information

Title

Adopt Resolution #15-08-197 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 23, 2015 through August 5,2015

Action:

Motion to Adopt Resolution #15-08-197 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 23, 2015 through August 5,2015.

Attachments

Bills List 8/11/2015

Resolution 8/11/2015

Form Review

Inbox

Diana Lund

Kurt Ulrich

Form Started By: Jackie Lipski

Final Approval Date: 08/05/2015

Reviewed By

Diana Lund

Jo Thieling

Date

08/05/2015 11:48 AM

08/05/2015 03:48 PM

Started On: 08/05/2015 11:37 AM

RAMSEY CITY COUNCIL MEETING
8/11/2015
BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	<u>SUBMITTED FOR APPROVAL</u>
Purchase Journal:	
Prepays 7/23/15-8/5/15	257,937.35
Accounts Payable 7/23/15-8/5/15	219,068.37
Payroll 7/31/15	141,017.97

TOTAL SUBMITTED FOR APPROVAL THIS MEETING

\$ 618,023.69

	<u>APPROVED PREV. MTG</u>	<u>2015 Y.T.D.</u>
DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:		
NET PAYROLL TOTAL	\$ 155,932.16	\$ 2,079,290.28
- CORRECTION TO PAYROLL		
PREPAIDS	279,933.61	3,173,707.55
- PREPAID ADJUSTMENTS		
WIRE TRANSFERS FOR DEBT SERVICE	52,292.50	950,696.39
- CORRECTION TO D.S.		
ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
- BILLS LIST SUBMITTED	250,280.66	3,325,668.73
ADD (DELETE) BILLS LIST SUBMITTED		
PAY ESTIMATE(S)	649,717.32	1,531,731.39
- CHECKS VOIDED	0.00	0.00

TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED

\$ 1,388,156.25

\$ 11,061,094.34

CITY OF RAMSEY
 Council Check Register by GL
 Council Check Register and Summary

7/23/2015 - 12/31/2015

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
97588	7/23/2015		114810 ALI, QURAT UL AIN						
		100.00	DAMAGE DEPOSIT REFUND		77612	072315	9804.1160		KEY & DAMAGE DEPOSIT
		55.00	DAMAGE DEPOSIT REFUND		77612	072315	9804.1160		KEY & DAMAGE DEPOSIT
		<u>155.00</u>							
97589	7/23/2015		100948 ANOKA COUNTY LICENSE CENTER						
		20.75	TITLE TRANSFER/VEH FORFEITURE		77613	072115	0243.4609		OTHER MISCELLANEOUS
		<u>20.75</u>							
97590	7/23/2015		100158 ECM PUBLISHERS INC						
		75.25	ORD 15-08		77614	219016	0130.6353		ORDINANCE PUBLICATIC
		<u>75.25</u>							
97591	7/23/2015		111618 MN POLLUTION CONTROL AGENCY						
		55.00	MATT GRAFF- CLASS SD EXAM		77615	071615	9602.6335		TRAINING
		<u>55.00</u>							
97592	7/23/2015		114811 RESIDENCE AT THE COR APARTMENTS LLC						
		36,466.90	AUG 1, 2015 1ST TIF PYMT		77616	072315	9214.6433		REFUNDS
		59,375.00	AUG 1, 2015 1ST TIF PYMT		77616	072315	9214.6433		REFUNDS
		<u>95,841.90</u>							
97593	7/23/2015		100494 TRUGREEN						
		3,869.00	JUNE 2015 SERVICES		77617	35080958	0452.6315		MISCELLANEOUS PROFE
		<u>3,869.00</u>							
97594	7/28/2015		114815 ABOVE AND BEYOND HOMES INC						
		5,000.00	REFUND ESC 14765 NOWTHEN BLVD		77618	072815	9252.1155.1		MANUAL-ACCOUNTS REI
		2,000.00	REFUND ESC 14765 NOWTHEN BLVD		77618	072815	9252.1155.1		MANUAL-ACCOUNTS REI
		<u>7,000.00</u>							
97595	7/28/2015		113708 BLUESTAR HOMES LLC						
		1,500.00	REFUND ESC 7046 168TH LN NW		77619	072815	9804.6433	00114600	REFUNDS
		1,500.00	REFUND ESC 7034 168TH LN NW		77620	072815A	9804.6433	00114601	REFUNDS
		<u>3,000.00</u>							
97596	7/28/2015		114816 BROOKSIDE CONSTRUCTION INC						
		2,500.00	REFUND ESC 7200 170TH TRL NW		77621	072815	9252.1155.1		MANUAL-ACCOUNTS REI
		1,500.00	REFUND ESC 7200 170TH TRL NW		77622	072815A	9804.6433	00113907	REFUNDS
		<u>4,000.00</u>							
97597	7/28/2015		112663 CAPSTONE HOMES INC						
		1,500.00	REFUND ESC 6123 146TH AVE NW		77623	072815	9804.6433	00114654	REFUNDS
		1,500.00	REFUND ERO 7072 168TH LN NW		77624	072815A	9804.6433	00114687	REFUNDS
		<u>3,000.00</u>							
97598	7/28/2015		114817 ELITE CUSTOM HOMES AND REMOLDELING INC						
		1,500.00	REFUND ESC 14765 NOWTHEN BLVD		77625	072815	9804.6433	00114367	REFUNDS
		<u>1,500.00</u>							
97599	7/28/2015		114819 HEIEN, JAMES OR CANDY						
		100.00	REFUND DAMAGE DEPOSIT		77626	072715	9804.1160		KEY & DAMAGE DEPOSIT
		55.00	REFUND DAMAGE DEPOSIT		77626	072715	9804.1160		KEY & DAMAGE DEPOSIT
		<u>155.00</u>							
97600	7/28/2015		114818 LDK BUILDERS INC						

CITY OF RAMSEY
 Council Check Register by GL
 Council Check Register and Summary
 7/23/2015 -- 12/31/2015

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
97600	7/28/2015		114818 LDK BUILDERS INC						Continued.
		1,409.64	REFUND ESC 5440 144TH WAY 20		77627	072815	9804.6433	00114622	REFUNDS
		1,500.00	REFUND ESC 5440 144TH WAY 12		77628	072815A	9804.6433	00114621	REFUNDS
		<u>2,909.64</u>							
97685	7/30/2015		106945 AMERICAN EXPRESS						
		322.06	MISC SAFETY CAMP		77629	071615	0237.6249		MISCELLANEOUS OPER/
		<u>322.06</u>							
97686	7/30/2015		109900 B AND B CARPET ONE						
		26.72	COUNTER TOP-NORTH COMMONS		63826	080912	0452.6249		MISCELLANEOUS OPER/
		<u>26.72</u>							
97687	7/30/2015		113027 BLUE CROSS BLUE SHIELD- EAP						
		63.56	EAP FEES JULY 2015		77630	3216197.	0130.6315		MISCELLANEOUS PROFE
		<u>63.56</u>							
97688	7/30/2015		100297 CENTERPOINT ENERGY						
		21.00	14515 E TOWN CENTER DR		77631	8782239-1 JULY	9601.6373		GAS
						15			
		695.77	7550 SUNWOOD DR		77632	6702493-5 JULY	0194.6373		GAS
						15			
		22.49	16303 QUICKSILVER ST		77633	10414874-7 JULY	0452.6373		GAS
						2015			
		23.23	6701 HWY 10 NW		77652	6011580-5 JULY	9410.6373	00041012	GAS
						2015			
		<u>762.49</u>							
97689	7/30/2015		110734 CITY OF RAMSEY						
		135.97	689292819		77653	073015	9601.4651		WATER REVENUE
		141.41	720149		77653	073015	9601.4651		WATER REVENUE
		100.00	722311		77653	073015	9601.4651		WATER REVENUE
		<u>377.38</u>							
97690	7/30/2015		100116 CONNEXUS ENERGY						
		654.20	16300 ST FRANCIS BLVD		77634	444931-267449	0452.6371		ELECTRIC UTILITIES
						JULY 15			
		4.43	14521 RHINESTONE ST		77635	444931-305660	0452.6371		ELECTRIC UTILITIES
						JULY 2015			
		<u>658.63</u>							
97691	7/30/2015		113385 DELSERVE INC						
		600.00	T&S REFUND 6498 RIVERDALE DR		65370	RA005735	9252.1155.1		MANUAL-ACCOUNTS REC
		<u>600.00</u>							
97692	7/30/2015		100441 J M SMELER BUILDING CORPORATION						
		600.00	T&S REFUND 15580 YAKIMA ST		65182	RA006570	9252.1155.1		MANUAL-ACCOUNTS REC
		600.00	T&S REFUND 15531 WACO ST		65289	RA003510	9252.1155.1		MANUAL-ACCOUNTS REC
		<u>1,200.00</u>							
97693	7/30/2015		113475 LAND TITLE ESCROW ACCOUNT						
		36.95	UB REFUND:7136 159TH LANE NW		65640	121112	9601.4651		WATER REVENUE
		<u>36.95</u>							
97694	7/30/2015		113996 MADISON NATIONAL LIFE INSURANCE CO INC						
		1,041.87	LTD INSURANCE AUG 2015		77637	1177946	9101.2170		DENTAL/DISABILITY/LIFE

CITY OF RAMSEY
 Council Check Register by GL
 Council Check Register and Summary
 7/23/2015 -- 12/31/2015

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
97694	7/30/2015	1,041.87	113996 MADISON NATIONAL LIFE INSURANCE CO INC						Continued.
97695	7/30/2015	100.00	114820 MILLER, PERRY REFUND DAMAGE DEPOSIT		77636	073015	9804.1160		KEY & DAMAGE DEPOSIT
97696	7/30/2015	304.00	100351 NCPERS MINNESOTA AUGUST 2015 INS		77638	704800 JULY 2015	9101.2170		DENTAL/DISABILITY/LIFE
97697	7/30/2015	72.49	113299 REMAX RESULTS REFUND 5404 142ND 721475		64286	091812	9601.4651		WATER REVENUE
97698	7/30/2015	600.00	113428 SILHOUETTE HOMES INC T&S REFUND 6151 174TH AVE		65428	RA007201	9252.1155.1		MANUAL-ACCOUNTS REI
97699	7/30/2015	60.27	101103 SPRINT JUNE/JULY 2015 BILLING		77639	570683319-164	0130.6323		CELLULAR PHONES
		220.54	JUNE/JULY 2015 BILLING		77639	570683319-164	0191.6323		CELLULAR PHONES
		60.27	JUNE/JULY 2015 BILLING		77639	570683319-164	0240.6323		CELLULAR PHONES
		675.66	JUNE/JULY 2015 BILLING		77639	570683319-164	0211.6323		CELLULAR PHONES
		115.81	JUNE/JULY 2015 BILLING		77639	570683319-164	0194.6323		CELLULAR PHONES
		254.66	JUNE/JULY 2015 BILLING		77639	570683319-164	0311.6323		CELLULAR PHONES
		254.76	JUNE/JULY 2015 BILLING		77639	570683319-164	0452.6323		CELLULAR PHONES
		200.62	JUNE/JULY 2015 BILLING		77639	570683319-164	0301.6323		CELLULAR PHONES
		161.12	JUNE/JULY 2015 BILLING		77639	570683319-164	0220.6323		CELLULAR PHONES
		120.54	JUNE/JULY 2015 BILLING		77639	570683319-164	0192.6321		TELEPHONE
		139.88	JUNE/JULY 2015 BILLING		77639	570683319-164	9601.6323		CELLULAR PHONES
		2,264.13							
97700	7/30/2015	5,400.00	105706 TINKLENBERG GROUP INC RETAINER AUGUST 2015		77640	1953	9400.6315		MISCELLANEOUS PROFE
97701	7/30/2015	308.11	100510 VERIZON WIRELESS FIRE TABLETS JUNE/JULY 15		77641	9748786819	0220.6323		CELLULAR PHONES
		26.02	JUNE/JULY 2015		77642	9748696348	0130.6323		CELLULAR PHONES
		334.13							
97702	8/4/2015	228.08	114834 ALL AMERICAN TITLE REFUND UB 5420 144TH WAY 12		77713	073015	9601.4651		WATER REVENUE
		228.08							
97703	8/4/2015	222.29	113692 ALL AMERICAN TITLE CO REFUND UB 6991 137TH LANE		77714	073015A	9601.4651		WATER REVENUE
		222.29							
97704	8/4/2015	368.48	113522 ALLIANCE TITLE LLC REFUND UB 14481 IODINE ST NW		77712	073015	9601.4651		WATER REVENUE
		368.48							
97705	8/4/2015		114836 ARTISAN TITLE						

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97705	8/4/2015	79.07	114836 ARTISAN TITLE REFUND UB 14190 XENON ST 16		77715	073015	9601.4651		WATER REVENUE	
		79.07								
97706	8/4/2015	242.13	114822 BARTLETT, JAMIE REFUND UB 15270 SODIUM ST NW		77716	073015	9601.4651		WATER REVENUE	
		242.13								
97707	8/4/2015	2.50	114823 BECKER, MIKE OR LINDA REFUND UB 7422 BUNKER LK BLVD		77717	073015	9601.4651		WATER REVENUE	
		2.50								
97708	8/4/2015	78.72	114824 BURGESS, ANN REFUND UB 5657 154TH LANE		77718	073015	9601.4651		WATER REVENUE	
		78.72								
97709	8/4/2015	189.76	111326 BURNET TITLE REFUND UB 14420 QUICKSILVER		77719	073015	9601.4651		WATER REVENUE	
		189.76								
97710	8/4/2015	1.63	113741 CARPENTER, MIKE REFUND UB 14692 QUICKSILVER ST		77720	073015	9601.4651		WATER REVENUE	
		1.63								
97711	8/4/2015	342.02	113795 CONCIERGE TITLE INC REFUND UB 7486 162ND AVE NW		77721	073015	9601.4651		WATER REVENUE	
		191.03	REFUND UB 6880 147TH AVE		77722	073015A	9601.4651		WATER REVENUE	
		533.05								
97712	8/4/2015	38.22	100116 CONNEXUS ENERGY 15298 NOWTHEN TRAFFIC SIGNAL		77724	444931-306574 JUL 2015	0260.6371		ELECTRIC UTILITIES	
		15.71	7906 SUNWOOD- TREE LIGHTS		77725	444931-303785 JUL 15	0452.6371		ELECTRIC UTILITIES	
		53.93								
97713	8/4/2015	7,639.00	100117 CONNEXUS ENERGY 5650 ALPINE DRIVE		77723	COM0000314	9436.6520	00201430	BUILDINGS & STRUCTUR	
		7,639.00								
97714	8/4/2015	22.64	114825 CZERWONKA, DONALD REFUND UB 15835 RADIUM ST		77726	073015	9601.4651		WATER REVENUE	
		22.64								
97715	8/4/2015	396.97	114047 DCA TITLE REFUND UB 14650 HEMATITE ST		77727	073015	9601.4651		WATER REVENUE	
		247.16	REFUND UB 7213 RAMSEY PRKWY		77728	073015A	9601.4651		WATER REVENUE	
		644.13								
97716	8/4/2015	337.38	100870 EDINA REALTY TITLE REFUND UB 5333 142ND CIR NW		77729	073015	9601.4651		WATER REVENUE	
		257.99	REFUND UB 15331 XKIMO ST NW		77730	073015A	9601.4651		WATER REVENUE	
		219.80	REFUND UB 5343 140TH LANE NW		77731	073015B	9601.4651		WATER REVENUE	
		195.52	REFUND UB 5750 157TH LN NW		77732	073015C	9601.4651		WATER REVENUE	
		181.00	REFUND UB 5639 157TH AVE		77733	073015D	9601.4651		WATER REVENUE	
		129.53	REFUND UB 15221 GERMANIUM CIR		77734	073015E	9601.4651		WATER REVENUE	

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97716	8/4/2015		100870 EDINA REALTY TITLE						Continued.
		94.04	REFUND UB 15575 SODIUM WAY		77735	073015F	9601.4651		WATER REVENUE
		97.48	REFUND UB 14388 WACO STREET NW		77736	073015G	9601.4651		WATER REVENUE
		3.90	REFUND UB 16401 MARMOSSET ST		77737	073015H	9601.4651		WATER REVENUE
		<u>1,516.64</u>							
97717	8/4/2015		113292 EXECUTIVE TITLE						
		91.32	REFUND UB 7091 147TH AVE NW		77738	073015	9601.4651		WATER REVENUE
		<u>91.32</u>							
97718	8/4/2015		114785 EXECUTIVE TITLE						
		48.34	REFUND UB 7279 147TH LANE NW		77739	073015A	9601.4651		WATER REVENUE
		<u>48.34</u>							
97719	8/4/2015		114826 FOELL, JAMES						
		4.85	REFUND UB 7701 164TH LANE NW		77740	073015	9601.4651		WATER REVENUE
		<u>4.85</u>							
97720	8/4/2015		112588 GIBRALTAR TITLE AGENCY LLC						
		246.97	REFUND UB 14741 NEON ST NW		77741	073015	9601.4651		WATER REVENUE
		<u>246.97</u>							
97721	8/4/2015		113561 HOME TITLE INC						
		300.25	REFUND UB 4991 150TH LANE NW		77742	073015	9601.4651		WATER REVENUE
		201.37	REFUND UB 15251 URANIUM ST NW		77743	073015A	9601.4651		WATER REVENUE
		37.44	REFUND UB 7812 148TH AVE		77744	073015B	9601.4651		WATER REVENUE
		22.12	REFUND UB 7212 147TH TER NW		77745	073015C	9601.4651		WATER REVENUE
		14.81	REFUND UB 16223 GERMANIUM ST		77746	073015D	9601.4651		WATER REVENUE
		5.07	REFUND UB 7440 150TH LANE NW		77747	073015E	9601.4651		WATER REVENUE
		2.41	REFUND UB 9520 164TH LN NW		77748	073015F	9601.4651		WATER REVENUE
		4.85	REFUND UB 17479 IGUANA ST NW		77749	073015G	9601.4651		WATER REVENUE
		<u>588.32</u>							
97722	8/4/2015		114827 JOLY, DENNIS						
		.98	REFUND UB 7083 139TH AVE NW		77750	073015	9601.4651		WATER REVENUE
		<u>.98</u>							
97723	8/4/2015		114828 KAETER, CLAYTON						
		168.70	REFUND UB 15250 GERMANIUM ST N		77751	073015	9601.4651		WATER REVENUE
		<u>168.70</u>							
97724	8/4/2015		114842 LACROSS, MARK OR DEBRA						
		94.62	REFUND ESCROW 114646		77752	080315	9804.6433	00114646	REFUNDS
		<u>94.62</u>							
97725	8/4/2015		113464 LAND TITLE ESCROW ACCOUNT						
		33.84	REFUND UB 4920 179TH LN		77753	073015	9601.4651		WATER REVENUE
		50.75	REFUND UB 14523 ARGON ST		77754	073015A	9601.4651		WATER REVENUE
		101.41	REFUND UB 5400 145TH AVE NW		77755	073015B	9601.4651		WATER REVENUE
		<u>186.00</u>							
97726	8/4/2015		111865 LIBERTY TITLE INC						
		6.49	REFUND UB 6768 158TH AVE NW		77756	073015	9601.4651		WATER REVENUE
		5.07	REFUND UB 17610 ARGON ST NW		77757	073015A	9601.4651		WATER REVENUE
		288.11	REFUND UB 14191 XENON ST 31		77758	073015B	9601.4651		WATER REVENUE
		532.46	REFUND UB 15220 BARIUM ST		77759	073015C	9601.4651		WATER REVENUE

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97726	8/4/2015		111865 LIBERTY TITLE INC						Continued.
		644.82	REFUND UB 7203 170TH TRL		77760	073015D	9601.4651		WATER REVENUE
		363.83	REFUND UB 5450 144TH WAY 14		77761	073015E	9601.4651		WATER REVENUE
		340.49	REFUND UB 15091 COBALT ST NW		77762	073015F	9601.4651		WATER REVENUE
		262.88	REFUND UB 15211 SODIUM ST		77763	073015G	9601.4651		WATER REVENUE
		229.72	REFUND UB 14684 ARGON ST		77764	073015H	9601.4651		WATER REVENUE
		225.25	REFUND UB 15239 GERMANIUM CIR		77765	073015I	9601.4651		WATER REVENUE
		223.19	REFUND UB 5787 152ND WAY		77766	073015J	9601.4651		WATER REVENUE
		196.40	REFUND UB 16706 LIMONITE ST NW		77767	073015K	9601.4651		WATER REVENUE
		111.88	REFUND UB 14655 RHINESTONE		77768	073015L	9601.4651		WATER REVENUE
		125.63	REFUND UB 15257 COBALT ST NW		77769	073015M	9601.4651		WATER REVENUE
		95.57	REFUND UB 5931 142ND AVE NW		77770	073015N	9601.4651		WATER REVENUE
		59.28	REFUND UB 14640 RHINESTONE ST		77771	073015O	9601.4651		WATER REVENUE
		33.84	REFUND UB 17146 WOLFRAM ST		77772	073015P	9601.4651		WATER REVENUE
		26.81	REFUND UB 7346 BUNKER LAKE BLV		77773	073015Q	9601.4651		WATER REVENUE
		<u>3,771.72</u>							
97727	8/4/2015		114829 MACEDO, ELISSA						
		88.06	REFUND UB 5565 154TH LN NW		77775	073015	9601.4651		WATER REVENUE
		<u>88.06</u>							
97728	8/4/2015		114830 MEENDERING, MONICA						
		6.05	REFUND UB 6620 153RD CT		77776	073015	9601.4651		WATER REVENUE
		<u>6.05</u>							
97729	8/4/2015		114257 MIDLAND TITLE TRUST ACCOUNT						
		186.91	REFUND UB 6961 137TH AVE		77774	073015	9601.4651		WATER REVENUE
		<u>186.91</u>							
97730	8/4/2015		114831 MUSCOVITZ, BRANDON						
		.51	REFUND UB 15411 GERMANIUM ST		77777	073015	9601.4651		WATER REVENUE
		<u>.51</u>							
97731	8/4/2015		113961 NATIONS TITLE AGENCY OF MN INC						
		319.70	REFUND UB 16810 OLIVINE ST		77778	073015	9601.4651		WATER REVENUE
		<u>319.70</u>							
97732	8/4/2015		113690 NORTH TITLE INC, ESCROW ACCT						
		245.33	REFUND UB 14640 HEMATITE ST		77779	073015	9601.4651		WATER REVENUE
		<u>245.33</u>							
97733	8/4/2015		114832 PAJAK, NIKOLAUS						
		36.87	REFUND UB 14837 OLIVINE ST		77780	073015	9601.4651		WATER REVENUE
		<u>36.87</u>							
97734	8/4/2015		114837 PARTNERS TITLE LLC						
		341.78	REFUND UB 15408 RADIUM ST		77781	073015	9601.4651		WATER REVENUE
		<u>341.78</u>							
97735	8/4/2015		111498 RAMSEY LIONS						
		100.00	REFUND BOYS SCOUT 362		77782	073115	9804.1160		KEY & DAMAGE DEPOSIT
		<u>100.00</u>							
97736	8/4/2015		114260 REI PROPERTY MANAGEMENT						
		6.41	REFUND UB 15575 SODIUM WAY		77783	073015	9601.4651		WATER REVENUE
		<u>6.41</u>							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Continued.
97736	8/4/2015		114260 REI PROPERTY MANAGEMENT							
97737	8/4/2015		111685 REMAX RESULTS							
		16.37	REFUND UB 14735 KRYPTON CT		77784	073015	9601.4651		WATER REVENUE	
		<u>16.37</u>								
97738	8/4/2015		113897 SAFEGUARD PROPERTIES MANAGEMENT LLC							
		516.41	REFUND UB 7021 RIVERDALE DR		77785	073015	9601.4651		WATER REVENUE	
		<u>516.41</u>								
97739	8/4/2015		113898 SHERBURNE COUNTY ABSTRACT & TITLE CO							
		107.92	REFUND UB 14117 ARGON ST		77786	073015	9601.4651		WATER REVENUE	
		5.07	REFUND UB 8513 164TH LN		77787	073015A	9601.4651		WATER REVENUE	
		<u>112.99</u>								
97740	8/4/2015		114172 TITLE GROUP INC							
		249.78	REFUND UB 14414 IODINE ST		77788	073015	9601.4651		WATER REVENUE	
		3.42	REFUND UB 14667 RHINESTONE		77789	073015A	9601.4651		WATER REVENUE	
		<u>253.20</u>								
97741	8/4/2015		113903 TITLE ONE INC							
		284.75	REFUND UB 15470 VANADIUM ST		77790	073015	9601.4651		WATER REVENUE	
		134.34	REFUND UB 14892 BISON ST NW		77791	073015A	9601.4651		WATER REVENUE	
		<u>419.09</u>								
97742	8/4/2015		112464 TITLE SMART INC							
		191.03	REFUND UB 6210 141ST LN		77792	073015	9601.4651		WATER REVENUE	
		<u>191.03</u>								
97743	8/4/2015		114074 TITLE SPECIALIST INC							
		197.15	REFUND UB 16904 FELDSPAR ST		77793	073015	9601.4651		WATER REVENUE	
		<u>197.15</u>								
97744	8/4/2015		113610 TRADEMARK TITLE							
		239.64	REFUND UB 13880 HEMATITE ST		77794	073015	9601.4651		WATER REVENUE	
		358.05	REFUND UB 4905 155TH LANE NW		77795	073015A	9601.4651		WATER REVENUE	
		194.03	REFUND UB 15527 SODIUM WAY		77796	073015B	9601.4651		WATER REVENUE	
		172.83	REFUND UB 14750 POTASSIUM ST		77797	073015C	9601.4651		WATER REVENUE	
		10.17	REFUND UB 14645 RHINESTONE ST		77798	073015D	9601.4651		WATER REVENUE	
		<u>974.72</u>								
97745	8/4/2015		114838 USSET, WEINGGARDEN LIEBO PLLP							
		41.81	REFUND UB 5678 154TH CROSSING		77799	073015	9601.4651		WATER REVENUE	
		<u>41.81</u>								
97746	8/4/2015		114833 WILDER, TODD							
		298.05	REFUND UB 13942 IRONSTONE TER		77800	073015	9601.4651		WATER REVENUE	
		<u>298.05</u>								
90339475	7/31/2015		100398 PUBLIC EMPLOYEES RETIREMENT ASSN							
		15,851.14			77647	073015957165	9101.2174		PERA-EMPLOYEE	
		21,051.51			77648	073015957166	9101.2183		PERA-EMPLOYER	
		<u>36,902.65</u>								
90465920	7/31/2015		100601 MN DEPT OF REV WH							
		9,564.77			77649	073015957167	9101.2172		STATE WITHHOLDING	

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90465920	7/31/2015	9,564.77	100601 MN DEPT OF REV WH							
90788793	7/31/2015	23,747.37	100113 BANK OF THE WEST		77643	073015957161	9101.2171		FEDERAL WITHHOLDING	
		11,419.15			77644	073015957162	9101.2173		FICA & MEDICARE-EMPL	
		11,419.15			77645	073015957163	9101.2182		FICA & MEDICARE-EMPL	
		46,585.67								
99016195	7/31/2015	3,382.12	100223 ICMA RETIREMENT TRUST 457		77646	073015957164	9101.2175		DEFERRED COMPENSAT	
		3,382.12								
99692362	7/31/2015	3,209.00	114790 GREAT WEST LIFE AND ANNUITY INS CO		77650	073015957168	9101.2175		DEFERRED COMPENSAT	
		3,209.00								
99694380	7/31/2015	1,170.88	114790 GREAT WEST LIFE AND ANNUITY INS CO		77651	073015957169	9101.2176		LIFE/HEALTH-EMPLOYEE	
		1,170.88								
		257,937.35	Grand Total							

Payment Instrument Totals

Checks	161,502.14
EFT Payments	96,435.21
Total Payments	257,937.35

R04570

CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2015

Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Document Itm	Document Co	Due Date	Invoice Number	Payment Amount
100011	ACE SALES	MISC EDA GOLF TOURNEY	PV	77801	001	09230	7/27/2015	2520	2,707.00
	ACE SALES								Summary Total 2,707.00
	17555 UNICORN STREET NW RAMSEY MN 55303								Payment Amount 2,707.00
100013	ADVANCE CONSULTING GROUP INC	JULY 2015 SERVICES	PV	77802	001	09230	8/1/2015	15005	2,986.30
	ADVANCE CONSULTING GROUP INC								Summary Total 2,986.30
	3970 114TH LANE NW SUITE 100 COON RAPIDS MN 55433								Payment Amount 2,986.30
100017	AIRGAS USA, LLC	NOZZLE REPLACEMENT	PV	77803	001	09101	7/16/2015	9041456270	147.97
	AIRGAS USA LLC								Summary Total 147.97
	P O BOX 802576	MISC GASES	PV	77804	001	09101	7/13/2015	9041314842	103.38
	CHICAGO IL 60680-2576								Summary Total 103.38
									Payment Amount 251.35
108664	AMERICAN VENDING INC	COFFEE/ COFFEE FILTERS	PV	77654	001	09101	7/14/2015	8798	110.10
	AMERICAN VENDING INC								Summary Total 110.10
	10787 93RD AVENUE N MAPLE GROVE MN 55369								Payment Amount 110.10
100028	ANDOVER WHEEL AND FRAME INC	ALIGNMENT 681	PV	77655	001	09101	7/29/2015	8558	181.90
	ANDOVER WHEEL AND FRAME INC								Summary Total 181.90
	13476 HANSON BLVD ANDOVER MN 55304								Payment Amount 181.90
100058	ANOKA RAMSEY FARM AND GARDEN	OATS	PV	77657	001	09101	7/16/2015	071615	13.95
	ANOKA RAMSEY FARM AND GARDEN								Summary Total 13.95
	7435 HIGHWAY 10 RAMSEY MN 55303								Payment Amount 13.95

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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 12/31/2015

Payee	Stub	Document	Due	Invoice	Payment				
Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount
									13.95
100056	ANOKA, CITY OF	MISS RIVER TRAIL	PV	77656	001	09805	7/21/2015	201507213632	287.95
	CITY OF ANOKA								Summary Total 287.95
	2015 - 1ST AVENUE NORTH								
	ANOKA MN 55303								Payment Amount 287.95
100063	ASPEN MILLS	MISC T. BURSHEM FD	PV	77658	001	09101	7/16/2015	167732	162.85
	ASPEN MILLS								Summary Total 162.85
	8201 C CENTRAL AVE NE	FD TRAFFIC VESTS	PV	77659	001	09101	7/24/2015	168058	224.75
	SPRING LAKE PARK MN 55432								Summary Total 224.75
									Payment Amount 387.60
101047	BARTON SAND AND GRAVEL CO	ASPHALT	PV	77805	001	09101	7/15/2015	150715	1,140.00
	BARTON SAND AND GRAVEL CO								Summary Total 1,140.00
	P O BOX 1480								
	MAPLE GROVE MN 55311-6480								Payment Amount 1,140.00
110537	CARRIER CORPORATION	CHILLER REPAIR- PARK RAMP	PV	77660	001	09240	7/10/2015	B002465754	525.00
	CARRIER CORPORATION								Summary Total 525.00
	P O BOX 93844								
	CHICAGO IL 60673-3844								Payment Amount 525.00
106670	CENTRAL POWER DISTRIBUTORS INC	SYNTH OIL	PV	77661	001	09101	7/27/2015	947295	65.76
	CENTRAL POWER DISTRIBUTORS INC								Summary Total 65.76
	3801 THURSTON AVENUE	ROUND FILE	PV	77662	001	09101	7/31/2015	952375	18.82
	ANOKA MN 55303								Summary Total 18.82
		BLADE	PV	77663	001	09101	7/24/2015	946258	85.56
									Summary Total 85.56
									Payment Amount 170.14
110734	CITY OF RAMSEY	7550 SUNWOOD DR	PV	77664	001	09101	7/27/2015	444931294 2ND QT 2015	1,138.78

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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 12/31/2015

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number Number	Item Itm	Co	Due Date	Invoice Number	Payment Amount
								Summary Total	1,138.78
	CITY OF RAMSEY								
	P O BOX 251100	7650 SUNWOOD DR	PV	77665	001	09240	7/27/2015	444931372 2ND QTR 2015	105.43
								Summary Total	105.43
	ST PAUL MN 55125-6100								
		14779 ZEOLITE ST NW	PV	77666	001	09101	7/27/2015	722164 2ND QTR 2015	50.99
								Summary Total	50.99
		14700 TOWN CENTER DR	PV	77667	001	09101	7/27/2015	724470	125.05
								Summary Total	125.05
		6860 RIVERDALE DR	PV	77668	001	09101	7/27/2015	723960	103.84
								Summary Total	103.84
		7401 E RAMSEY PKWY	PV	77669	001	09101	7/27/2015	724628 2ND QTR 2015	103.84
								Summary Total	103.84
		16303 QUICKSILVER ST	PV	77670	001	09101	7/27/2015	724874 2ND QTR 2015	129.54
								Summary Total	129.54
		16303 QUICKSILVER IRRIG.	PV	77671	001	09101	7/27/2015	724931 2ND QTR 2015	38.64
								Summary Total	38.64
		6701 HWY 10	PV	77672	001	09410	7/27/2015	719019 2ND QTR 2015	107.98
								Summary Total	107.98
								Payment Amount	1,904.09
	108228 COBORNS	PD MEETING	PV	77673	001	09290	7/11/2015	61615	272.39
								Summary Total	272.39
	COBORNS 1445 EAST HIGHWAY 23 P O BOX 1502 ST CLOUD MN 56302							Payment Amount	272.39
	100111 COMMERCIAL ASPHALT COMPANY	ASPHALT	PV	77806	001	09101	7/15/2015	150715	803.36
								Summary Total	803.36
	COMMERCIAL ASPHALT COMPANY P O BOX 1480 MAPLE GROVE MN 55311-6480							Payment Amount	803.36
	100112 COMMISSIONER OF	INSPECTIONS JUNE	PV	77674	001	09497	7/16/2015	P00004588	355.37

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Payee	Stub	Document	Due	Invoice	Payment	
Number	Name / Mailing Address	Message	Ty Number Itm Co	Date	Number	Amount
100125	COUNTRYSIDE PRINTING INC	ENVELOPES	PV 77678 001 09101	7/22/2015	33401	92.00
			Summary Total			92.00
	COUNTRYSIDE PRINTING 6250 BUNKER LAKE BLVD NW SUITE 113 RAMSEY MN 55303	JULY/AUG 15 RAM RESIDENT	PV 77683 001 09101	7/14/2015	33381	1,227.62
			Summary Total			1,227.62
			Payment Amount			1,319.62
114117	CRAWFORD'S EQUIPMENT INC	SOLENOID	PV 77679 001 09101	7/28/2015	43422	320.46
			Summary Total			320.46
	CRAWFORD'S EQUIPMENT INC 4853 HIGHWAY 95 NW CAMBRIDGE MN 55008					320.46
			Payment Amount			320.46
107878	CUMMINS NPOWER, LLC	HAPPY DAYS GENERATORS	PV 77680 001 09297	7/30/2015	33376-6	6,820.96
			Summary Total			6,820.96
	CUMMINS NPOWER LLC 1600 BUERKLE ROAD ST PAUL MN 55110					6,820.96
			Payment Amount			6,820.96
100144	DEHN OIL COMPANY	DIESEL	PV 77809 001 09101	7/15/2015	365562	621.25
			Summary Total			621.25
	DEHN OIL COMPANY 6735 141ST AVENUE NW RAMSEY MN 55303	REFUND-WRONG FUEL DELIVERED	PD 77810 001 09101	7/15/2015	365561	621.25-
			Summary Total			621.25-
			Payment Amount			
*****	3717	Amount Under Payment Limit				
101185	DO ALL PRINTING COM INC	SIGNS	PV 77684 001 09230	7/28/2015	28830	1,035.00
			Summary Total			1,035.00
	DO ALL PRINTING COM INC 6360 HIGHWAY 10 NW RAMSEY MN 55303	HAPPY DAYS SCHEDULES	PV 77811 001 09297	7/30/2015	28863	150.00
			Summary Total			150.00
		HAPPY DAYS YARD SIGNS	PV 77812 001 09297	7/30/2015	28862	185.00
			Summary Total			185.00
			Payment Amount			1,370.00

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Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
113306	DOCUMENT TECHNOLOGY SOLUTIONS 9401 JAMES AVENUE SOUTH SUITE 120 BLOOMINGTON MN 55431	CONTRACT JUNE/JULY 2015	PV	77681	001	09101	7/22/2015	107688	207.38
									Summary Total 207.38
									Payment Amount 207.38
114617	DR MICHAEL KELLER PHD 121 ADAMS STREET CAMBRIDGE MN 55008	JULY 2015 SERVICES	PV	77820	001	09101	7/15/2015	071515	250.00
									Summary Total 250.00
									Payment Amount 250.00
100158	ECM PUBLISHERS INC 4095 COON RAPIDS BLVD COON RAPIDS MN 55433	ZONING AMEND	PV	77813	001	09101	7/24/2015	240801	69.88
									Summary Total 69.88
									Payment Amount 69.88
104267	ELITE SANITATION PO BOX 526 ELK RIVER MN 55330	PARK TOILETS	PV	77682	001	09101	7/23/2015	22599	561.00
									Summary Total 561.00
									Payment Amount 561.00
108737	EMERGENCY AUTOMOTIVE TECHNOLOGY INC 2755 GENEVA AVE N OAKDALE MN 55128	ANTITHEFT IGINATION 351	PV	77685	001	09101	7/23/2015	AW071715-8	105.60
									Summary Total 105.60
									Payment Amount 105.60
113321	FACTORY MOTOR PARTS CO BIN 139107 P O BOX 9107	GAS CAP 353 BRAKE DISCS	PV	77686	001	09101	7/31/2015	6-1414242	14.47
									Summary Total 14.47
			PV	77687	001	09101	7/28/2015	6-1413772	68.38
									Summary Total 68.38

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Payee	Stub	Document	Due	Invoice	Payment											
Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount							
MINNEAPOLIS MN 55480-9107																
Payment Amount									82.85							
100186	FRANKENSIGNS INC	MISC SIGNS	PV	77688	001	09101	7/6/2015	265377	160.00							
FRANKENSIGNS 9133 DAVENPORT STREET NE P O BOX 490301 BLAINE MN 55449									Summary Total	160.00						
Payment Amount									160.00							
100189	G AND K SERVICES INC	FD MATS	PV	77689	001	09101	7/15/2015	1006199153	134.22							
G AND K SERVICES INC P O BOX 842385 BOSTON MA 02284-2385									Summary Total	134.22						
UNIFORM CLEANING									PV	77814	001	09101	7/22/2015	1006210427	90.00	
UNIFORM CLEANING									PV	77814	002	09101	7/22/2015	1006210427	10.00	
UNIFORM CLEANING									PV	77814	003	09101	7/22/2015	1006210427	172.99	
UNIFORM CLEANING									PV	77814	004	09101	7/22/2015	1006210427	173.00	
Summary Total									445.99							
Payment Amount									580.21							
100650	GRAINGER	MISC SUPPLIES	PV	77815	001	09101	7/27/2015	9800932338	139.85							
GRAINGER INC DEPT. 806511127 PALATINE IL 60038-0001									MISC SUPPLIES	PV	77815	002	09101	7/27/2015	9800932338	139.85
Summary Total									279.70							
Payment Amount									279.70							
100209	HAKANSON ANDERSON ASSOC INC	CERT OF SURVEY CONQUINA ST	PV	77690	001	09101	7/16/2015	34730	190.00							
HAKANSON ANDERSON ASSOC INC 3601 THURSTON AVENUE ANOKA MN 55303-1063									Summary Total	190.00						
Payment Amount									190.00							
100211	HAWKINS INC	CHEMICALS	PV	77691	001	09601	7/13/2015	3751633	4,254.86							
HAWKINS INC P O BOX 860263 MINNEAPOLIS MN 55486-0263									Summary Total	4,254.86						
Payment Amount									4,254.86							
107444	HOLIDAY INN HOTEL AND	MN CRIME	PV	77692	001	09101	7/24/2015	072415	500.00							

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Payment Instrument Check Payment
Pay Through Date 12/31/2015

Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	SUITES	CONF-SCHANTZEN/MOLDE N							
	HOLIDAY INN HOTEL AND SUITES 200 WEST FIRST STREET DULUTH MN 55802								Summary Total 500.00
									Payment Amount 500.00
104027	INK WIZARDS INC	FIRE DEPT POLO SHIRTS	PV	77693	001	09101	7/21/2015	69751	102.00
	INK WIZARDS INC 9958 HIGHWAY 10 NW ELK RIVER MN 55330								Summary Total 102.00
									Payment Amount 102.00
112475	INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	PV	77821	001	09101	8/3/2015	IN0861999	26.46
	INNOVATIVE OFFICE SOLUTIONS P O BOX 270107 MINNEAPOLIS MN 55427-0107								Summary Total 26.46
		OFFICE SUPPLIES	PV	77822	001	09101	8/3/2015	IN0862000	11.04
		OFFICE SUPPLIES	PV	77822	002	09101	8/3/2015	IN0862000	109.44
		OFFICE SUPPLIES	PV	77822	003	09101	8/3/2015	IN0862000	40.05
									Summary Total 160.53
		OFFICE SUPPLIES	PV	77823	001	09101	7/31/2015	IN0860285	16.72
		OFFICE SUPPLIES	PV	77823	002	09101	7/31/2015	IN0860285	244.92
									Summary Total 261.64
									Payment Amount 448.63
106324	INSPECTRON INC	JUNE 2015 SERVICES	PV	77816	001	09101	8/4/2015	080415	5,200.00
	INSPECTRON INC CODE COMPLIANCE INSPECTIONS 15120 CHIPPENDALE AVE SUITE 104 ROSEMOUNT MN 55068								Summary Total 5,200.00
									Payment Amount 5,200.00
107478	INTELLIGENT PRODUCTS INCORPORATED	MUTT MITTS	PV	77694	001	09101	7/17/2015	196159A	776.31
	INTELLIGENT PRODUCTS INCORPORATED 10,000 LOWER RIVER ROAD P O BOX 626 BURLINGTON KY 41005								Summary Total 776.31
									Payment Amount 776.31

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Payment Instrument Check Payment
Pay Through Date 12/31/2015

Payee		Stub	Document			Due	Invoice	Payment	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount
	NAPAAUTO PARTS ELK RIVER 17137 YALE STREET NW P O BOX 1041 ELK RIVER MN 55330								10.14
								Summary Total	10.14
								Payment Amount	10.14
100363	NORTHERN SANITARY SUPPLY CO	MISC SUPPLIES	PV	77706	001	09101	7/24/2015	175883	280.58
	NORTHERN SANITARY SUPPLY CO 341 COON RAPIDS BLVD MINNEAPOLIS MN 55433							Summary Total	280.58
								Payment Amount	280.58
103461	NORTHERN TECHNOLOGIES INC	RIVERDALE DR	PV	77707	001	09497	6/27/2015	14934	535.00
	NORTHERN TECHNOLOGIES INC 1408 NORTHLAND DRIVE SUITE 107 MENDOTA HEIGHTS MN 55120							Summary Total	535.00
								Payment Amount	535.00
114797	QUIET ZONE TECHNOLOGIES LLC	QUIT ZONE IMPLEMENTATION	PV	77708	001	09400	7/14/2015	345858	2,500.00
	QUIET ZONE TECHNOLOGIES LLC 7471 BENBROOK PARKWAY BENBROOK TX 76126							Summary Total	2,500.00
								Payment Amount	2,500.00
100456	ST CROIX RECREATION FUN PLAYGROUNDS	PLAYGROUND EQUIP.	PV	77709	001	09270	7/24/2015	18576	76,000.00
	ST CROIX RECREATION FUN PLAYGROUNDS INC 225 NORTH SECOND STREET STILLWATER MN 55082							Summary Total	76,000.00
								Payment Amount	76,000.00
100474	SUPERIOR STRIPING INC	ELMCREST PARK STRIPING	PV	77710	001	09101	7/16/2015	37732	225.00
	SUPERIOR STRIPING INC 14021 BASALT STREET NW RAMSEY MN 55303							Summary Total	225.00
								Payment Amount	225.00

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Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2015

Payee		Stub	Document			Due	Invoice	Payment		
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	
100539	WRIGHT TIRE SERVICE INC	TIRES FOR 681	PV	77711	001	09602	7/24/2015	26364	242.24	
	WRIGHT TIRE SERVICE INC								Summary Total	242.24
	710 WEST MAIN STREET								Payment Amount	242.24
	ANOKA MN 55303								Total Amount to be Processed	219,068.37
									Total Number of Payments to be Processed	53

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

RESOLUTION #15-08-197

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF JULY 23, 2015 THROUGH AUGUST 5, 2015.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of July 23, 2015, through August 5, 2015, in the amount of \$ 618,023.69 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 July 23, 2015, through August 5, 2015, in the amount of \$618,023.69.

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:

Mayor Strommen
Councilmember Riley
Councilmember Shyrock
Councilmember Williams
Councilmember Johns
Councilmember Kuzma
Councilmember LeTourneau

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 11th day of August, 2015.

Mayor

ATTEST:

City Clerk

Meeting Date: 08/11/2015

By: Chris Anderson, Community
Development

Information

Title

Adopt Resolution #15-08-196 Approving an Encroachment Agreement for a Portion of a Proposed Deck in a Drainage and Utility Easement at 7214 167th Ter NW; Case of Brandon Sis

Purpose/Background:

The owner of the property located at 7214 167th Ter NW (the "Subject Property") has submitted an application for a Building Permit to construct a twelve foot by thirty-two foot (12' x 32') deck off the rear wall of the home. The rear wall of the home is approximately six (6) feet from a Drainage and Utility Easement (the "Easement"), which encumbers a wetland in the rear yard of the Subject Property. The proposed deck would not encroach into the wetland per a wetland delineation and analysis by the Anoka Conservation District..

Notification:

Notification is not required when considering an Encroachment Agreement.

Observations/Alternatives:

Almost all of the rear yard of the Subject Property is encumbered by the Easement (to within about six [6] feet of the rear wall of the home). The purpose of the Easement is to encumber a wetland and stormwater pond that is located behind the homes along both 167th Terrace and Limonite Street. The patio or sliding glass door is positioned near the center of the rear wall of the home and with the proximity of the Easement, constructing a of deck of any reasonable depth would result in an encroachment into the Easement.

When the Brookfield subdivision was originally approved, there was a wetland delineation completed that identified wetland area to within about fifteen (15) feet of the rear wall of the home. The property owner engaged the services of the Anoka Conservation District (ACD) to have the wetland area delineated. The ACD has provided a written response stating that the proposed deck would not impact any portion of the wetland.

Both Planning and Engineering Staff have reviewed this request and support the request for an Encroachment Agreement, based on several things. First, the proposed deck will not impact the wetland, which is the purpose for the Easement. Secondly, due to the proximity of the home to the Easement, along with the location of the sliding glass door, it appears that any deck of typical depth would at least partially encroach into the Easement. Finally, the Easement does not contain any infrastructure (e.g. storm sewer), it only encumbers a wetland. Thus, an encroachment likely would not impede any potential future maintenance within the Easement. Nonetheless, the Encroachment Agreement has been drafted such that the City retains its rights within the Easement area and, if it were ever necessary for the functionality of the Easement, includes a provision that would require the owner of the Subject Property to remove those portions of the Deck that encroach in the Easement area.

Alternatives

Alternative #1: Adopt Resolution #15-08-196 approving an Encroachment Agreement for the proposed deck. Without an Encroachment Agreement, it does not appear likely that any sort of deck with a typical or standard depth would be feasible based on the proximity of the home to the Easement and the location of the sliding glass door. Staff supports this option as it does not appear that the deck would negatively impact the purpose or function of the Easement.

Alternative #2: Do not adopt Resolution #15-08-196. This action would most likely eliminate the possibility of constructing a deck off the rear wall of the home. It does not appear that the proposed deck would be detrimental to the purpose of the Easement and thus, Staff does not support this option.

Funding Source:

This request is being processed as part of Staff's regular duties.

Recommendation:

Staff recommends adopting Resolution #15-08-196 approving an Encroachment Agreement for a deck at 7214 167th Ter NW as shown in the attached exhibit.

Action:

Motion to adopt Resolution #15-08-196 approving an Encroachment Agreement for the construction of a deck that partially encroaches into a Drainage and Utility Easement on the property located at 7214 167th Ter NW.

Attachments

Site Location Map

Exhibit Prepared by Anoka Conservation District

Letter from Anoka Conservation District

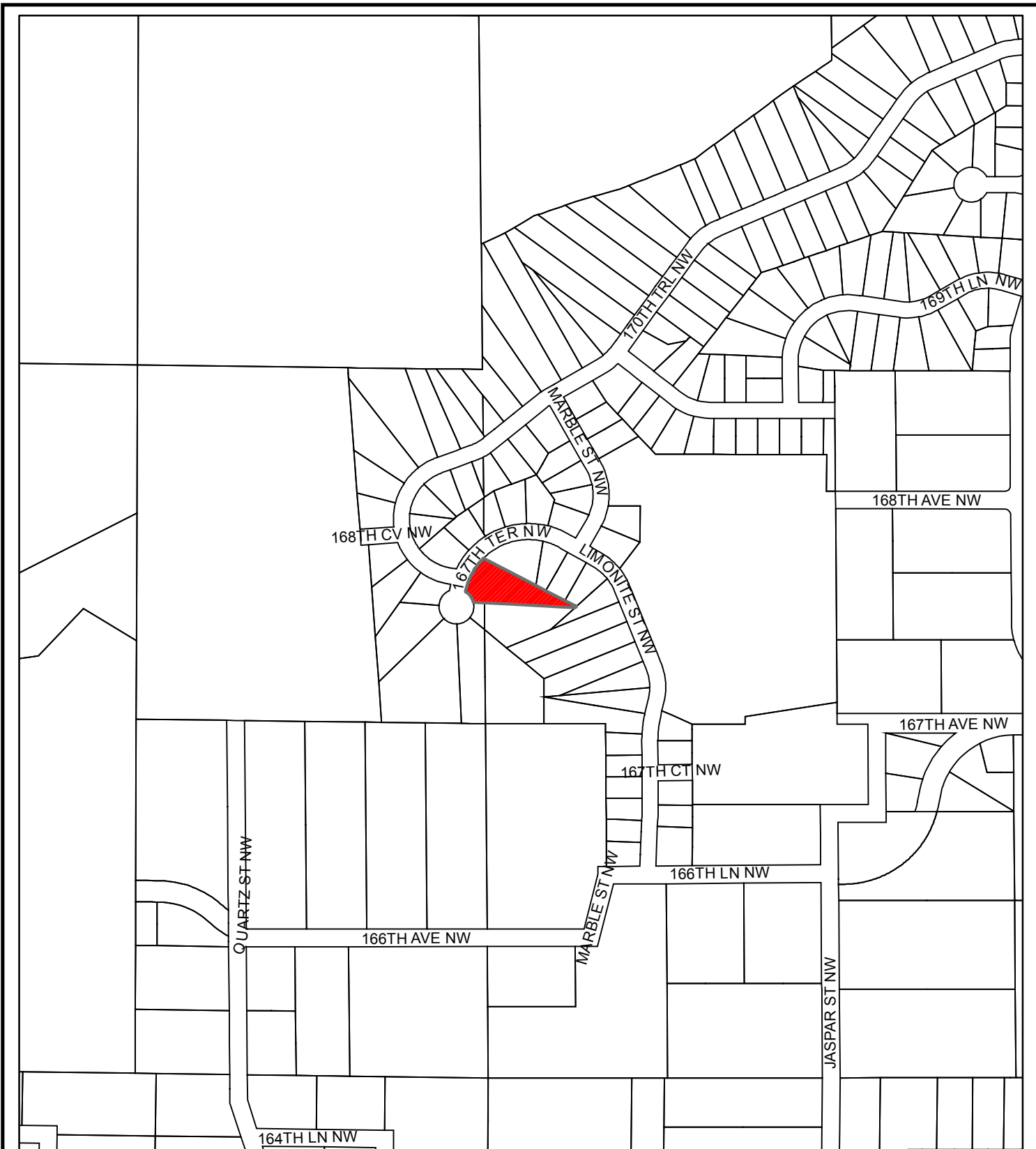
Encroachment Exhibit

Encroachment Agreement

Resolution #15-08-196

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	08/06/2015 11:55 AM
Kurt Ulrich	Jo Thieling	08/06/2015 12:08 PM
Diana Lund	Diana Lund	08/06/2015 12:11 PM
Form Started By: Chris Anderson		Started On: 08/05/2015 08:08 AM
Final Approval Date: 08/06/2015		



7214 167th Ter NW





ANOKA CONSERVATION DISTRICT

1318 McKay Drive NE Suite 300
Ham Lake, MN 55304
Phone: (763) 434-2030 Fax: (763) 434-2094

July 27, 2015

Chris Anderson, City Planner
City of Ramsey
7550 Sunwood Dr. NW
Ramsey, MN 55303

Subject: Wetland Review for:

Brandon Sis
7214 167th Terrace NW
City of Ramsey, Anoka County
Brookfield, 2nd Addition

Dear Mr. Anderson,

As requested by the landowner, the ACD utilized GIS data to review the proposed project to determine if the deck footings would impact wetland. This data identified a drainage easement and an 'Edge of Wetland' designation from when the lot was platted in 2007.

A 32' x 12 deck is proposed. The current design would encroach into the existing drainage easement. No wetlands will be impacted if the following plan is followed as shown on the figure provided.

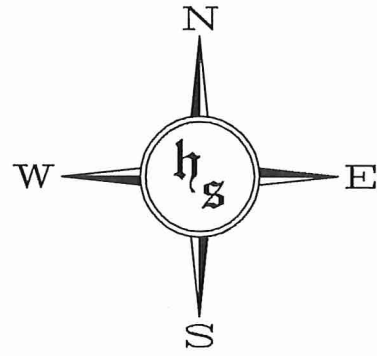
Please contact me with any questions at 763/434-2030 x. 14.

Respectfully,

A handwritten signature in black ink that reads "Becky Wozney". The signature is fluid and cursive, with a large loop at the end of the last name.

Becky Wozney
Wetland Specialist
Professional Wetland Scientist #1054

Enclosures: Figure 1 – 2014 Aerial Photo with plat overlay



HY-LAND SURVEYING, P.A.©

LAND SURVEYORS

11947 Idaho Ave. N.
Champlin, Minnesota 55316
PHONE (763) 323-1300
FAX (763) 323-7035
hylandsurvey@qwestoffice.net

INVOICE NO. 32801
F.B. NO. XXXX
SCALE 1" = 40'

883.4 Proposed Top of Block
883.0 Proposed Garage Floor
875.4 Proposed Lowest Floor
Type of Building -
FULL BASEMENT
WALKOUT

Surveyors Certificate

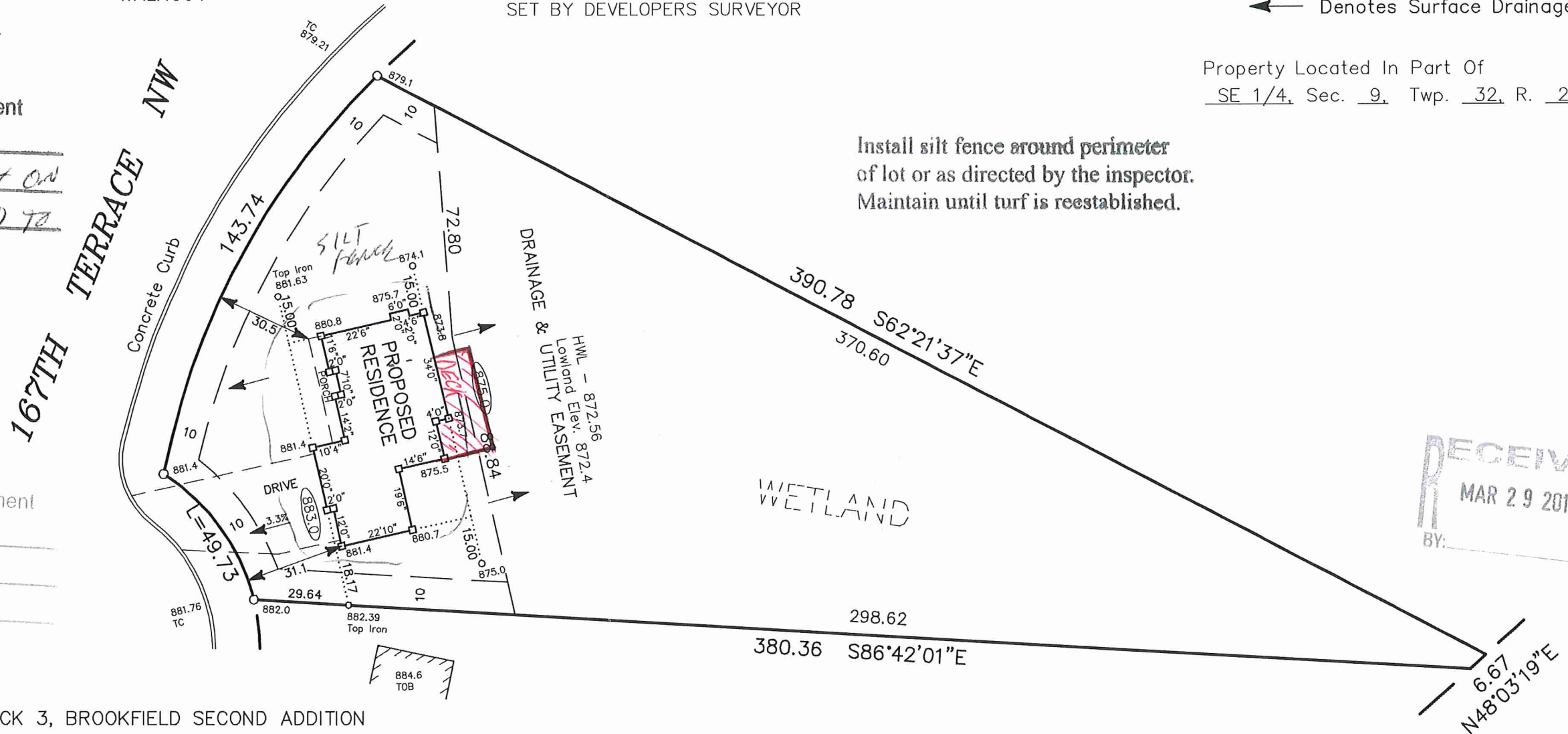
NOTE: PROPERTY CORNERS
SET BY DEVELOPERS SURVEYOR

- Denotes Iron Monument Found
- Denotes Iron Monument Set
- Denotes Wood Hub Set For Excavation Only
- x000.0 Denotes Existing Elevation
- Denotes Proposed Elevation
- ← Denotes Surface Drainage

Property Located In Part Of
SE 1/4, Sec. 9, Twp. 32, R. 25.

S.W. WOLD
Approved by
Ramsey Planning Department
Date: 4-1-13 *PH*
Comments: DRIVEWAY WIDTH ON
LUL-DE-SAC BULB LIMITED TO
TWENTY-FOUR (24) FEET.

Approved by
Ramsey Engineering Department
Date: 4-3-13 *PH*
Comments:



LOT 8, BLOCK 3, BROOKFIELD SECOND ADDITION

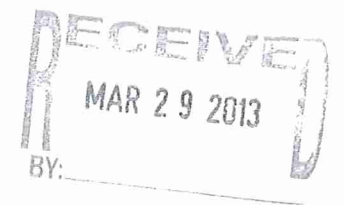
This survey is certified only to the above named person or persons and not to subsequent owners, mortgages or title insurers.

The only easements shown are from plats of record of information provided by client. All building dimensions and floor elevations must be verified by client.

I hereby certify that this survey was prepared by me or under my direct supervision, and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Surveyed by us this 12TH day of MARCH, 20 13

Signed: Milton E. Hyland
Milton E. Hyland, Minn. Reg. No. 20262



ENCROACHMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made this 11th day of August, 2015, by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (“City”), and **Brandon Sis**, a married individual, and his successors and assigns (“Landowner”).

RECITALS:

WHEREAS, Landowner is the fee owner of the real property located at 7214 167th Ter NW, Ramsey, Minnesota, and legally described as follows:

LOT 8, BLOCK 3, BROOKFIELD SECOND ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.

(“Property”); and

WHEREAS, the City currently has Drainage and Utility Easements (“Easements”) over, under and across a portion of the Property, as dedicated to the public pursuant to the Plat known as “BROOKFIELD SECOND ADDITION” recorded in the Office of the County Recorder, Anoka County, Minnesota; and

WHEREAS, Landowner seeks permission from the City to partially encroach upon the Easements to construct a twelve foot by thirty-two foot (12’ x 32’) deck (the “Deck”) off the rear wall of the home. The Deck will be located as shown on Exhibit “A”.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. The City hereby approves an encroachment on and over the Easements by Landowner for the purposes of constructing a cantilevered Deck over that part of the Easements as shown in Exhibit "A" subject to the terms of this Agreement.

2. Landowner shall not expand the Deck in width, depth, or height unless approved in writing by the City. If the Deck is demolished, destroyed, or substantially replaced, any replacement deck shall not encroach upon the Easements without written consent of the City.

3. Nothing in this Agreement shall be deemed a waiver or abandonment of the City's rights under the Easements.

4. The Landowner is responsible for all costs relating to use, maintenance and repair of the Deck.

5. Landowner agrees that if the City, during its normal construction, reconstruction, maintenance and/or repair of the public utilities located within the Easements including, but not limited to, watermain, sanitary sewer and/or storm sewer systems, deems it necessary and expedient to excavate within the Easements, Landowner shall be responsible for removing, reconstructing and/or repairing that portion of the Deck within the Easements. The City's only obligation shall be to fill the excavated area and level the same to the grade that it was prior to the City's excavation. Notwithstanding the above, in the event the City finds it is necessary to completely restore the easement area, the Landowner agrees to remove that portion of the Deck that has been placed in the Easements. Landowner will promptly comply with said removal request at their expense and will remove the Deck within sixty (60) days of the written request by the City.

6. In the event that Landowner fails to take any action required in this Agreement and the City is required to repair, reconstruct or take other actions to maintain the City's utilities, as a result of the Landowner's use and maintenance of the Deck, the City may take any and all actions permitted by law to collect the costs of those repairs and the City may further levy an

assessment against the Property for all costs incurred by the City. Landowner waives any and all rights to challenge or appeal the assessment.

7. Landowner and his successors and assigns do hereby agree to defend, indemnify, and hold the City harmless from any and all costs and expenses, all claims and liability, including attorney's fees, relating to or arising from granting the Landowner permission to encroach on the Easements for the maintenance, use, and operation of the Deck, including third party claims against flooding issues that may occur due to filling within the drainage easement.

8. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following:

TO CITY: Jo Thieling, City Clerk
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

TO LANDOWNER: Brandon Sis
7214 167th Ter NW
Ramsey, MN 55303

or to any successors or assigns of the Landowner or City, or any future address of the Landowner or City, if Landowner or City gives the other party notice of said change of address as provided pursuant to the provision for notice herein.

9. This Agreement shall be recorded against the title to the Property.

CITY OF RAMSEY

By: _____
Sarah Strommen, Mayor

By: _____
Jo Thieling, City Clerk

LANDOWNER:

By: _____
Brandon Sis

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Sarah Strommen and Jo Thieling, respectively the Mayor and City Clerk of the City of Ramsey, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

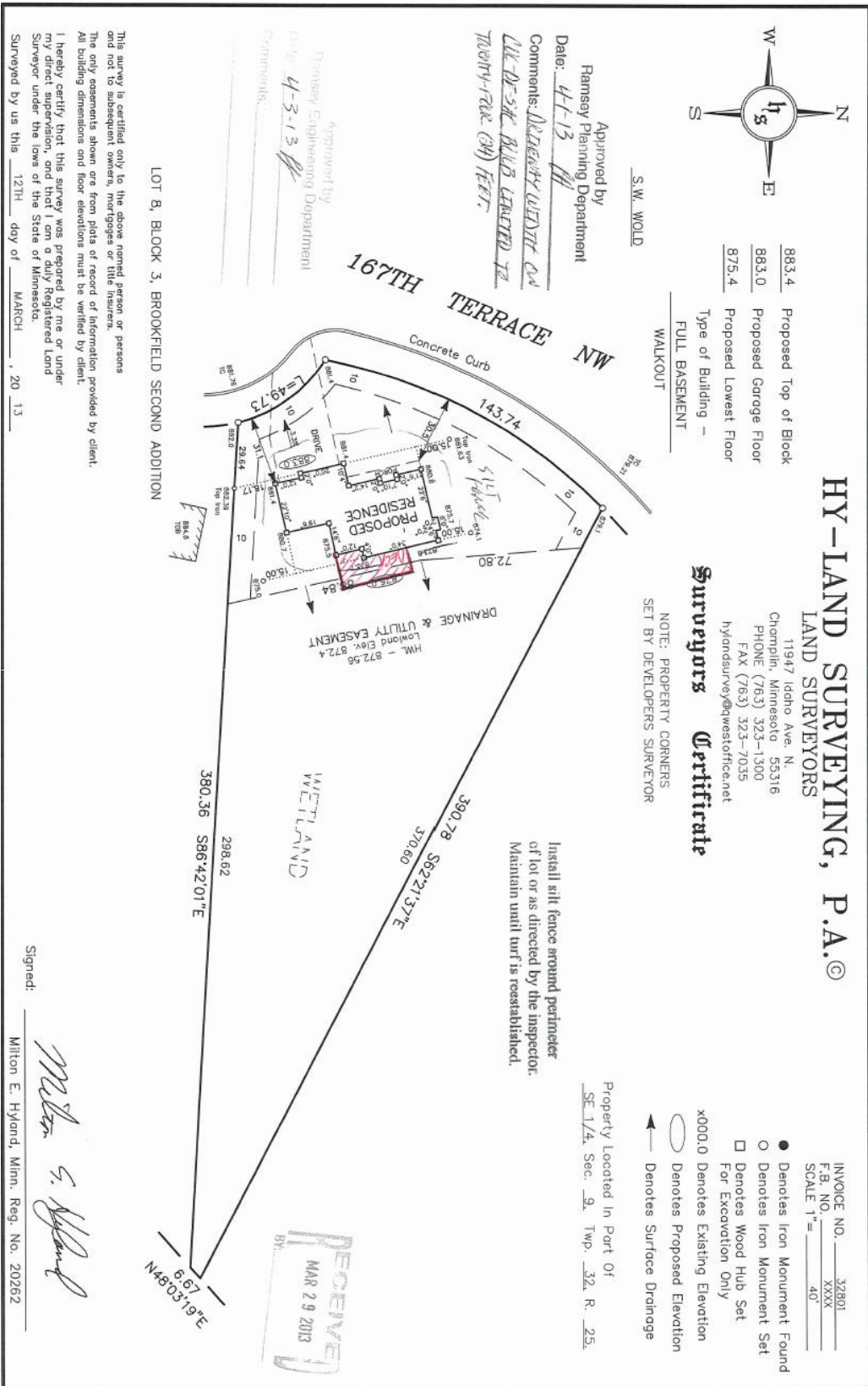
The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Brandon Sis.

Notary Public

Drafted by:
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

Reviewed by:
Ratwik, Roszak & Maloney, P.A.
730 Second Ave. S., Suite 300
Minneapolis, MN 55402

Exhibit A Deck Encroachment



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

RESOLUTION #15-08-196

A RESOLUTION APPROVING AN ENCROACHMENT AGREEMENT FOR A PROPOSED DECK TO PARTIALLY ENCROACH WITHIN A DRAINAGE AND UTILITY EASEMENT AT 7214 167th TER NW AND DECLARING TERMS OF SAME.

WHEREAS, Brandon Sis, hereinafter referred to as the “Applicant”, has applied for an Encroachment Agreement for a proposed deck (the “Deck”) that would partially encroach upon a drainage and utility easement (the “Easement”) on the property generally known as 7214 167th Ter NW, Ramsey, Minnesota and legally described as follows:

Lot 8, Block 3, Brookfield Second Addition, according to the recorded plat thereof, Anoka County, Minnesota.

(the “Subject Property”); and

WHEREAS, the purpose of the Easement is to encumber a wetland on a portion of the Subject Property; and

WHEREAS, the proposed Deck would encroach approximately six (6) feet into the Easement; and

WHEREAS, the City’s Engineering Division has determined that the Easement can still function if the Deck were constructed as proposed; and

WHEREAS, the Anoka Conservation District conducted an analysis of the proposed Deck and verified that the Deck would not impact a wetland on the Subject Property; and

WHEREAS, the City Council reviewed the request on August 11, 2015.

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

1. That, contingent upon the Applicant entering into an Encroachment Agreement with the City, the Applicant may install the Deck in accordance with the terms and conditions contained within the Encroachment Agreement.

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 11th day of August, 2015.

Mayor

ATTEST:

City Clerk

CC Regular Session

4. 8.

Meeting Date: 08/11/2015

Submitted For: Len Linton, Engineering/Public Works

By: Len Linton, Engineering/Public Works

Information

Title

Adopt Resolution #15-08-198 Authorizing Acquisition of a Permanent Easement Necessary for the Construction of a Storm Sewer Line

Purpose/Background:

The City identified the need for a storm sewer line to serve the 144th Avenue extension project. The end of the line terminates on property owned by the Minnesota Pollution Control Agency (MPCA). The City negotiated for and received assurances that the MPCA would grant the required easement. The City prepared plans, received bids and constructed the project.

The MPCA conducted a review of their easements in this area in 2014 and determined that this storm sewer easement had not been recorded at Anoka County.

The attached Resolution #15-08-198 authorizes acquisition of the easement over the storm sewer line that terminates on the MPCA property.

Notification:

Notification of adjacent land owners is not required.

Observations/Alternatives:

The storm sewer line was installed in 2008 based on the agreement with the MPCA to obtain the necessary easement.

Funding Source:

The MPCA has not requested reimbursement for the acquisition of the utility easement.

Recommendation:

Staff recommends approving Resolution #15-08-198 Authorizing Acquisition of a Permanent Easement Necessary for the Construction of a Storm Sewer Line.

Action:

Motion to adopt Resolution #15-08-198 Authorizing Acquisition of a Permanent Easement Necessary for the Construction of a Storm Sewer Line.

Attachments

Resolution 15-08-198

Form Review

Inbox
Diana Lund

Reviewed By
Diana Lund

Date
08/05/2015 11:54 AM

Kurt Ulrich

Jo Thieling

08/05/2015 03:48 PM

Form Started By: Len Linton

Started On: 08/05/2015 10:59 AM

Final Approval Date: 08/05/2015

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

#15-08-198

RESOLUTION AUTHORIZING ACQUISITION A PERMANENT EASEMENT NECESSARY FOR THE CONSTRUCTION OF A STORM SEWER LINE

WHEREAS, the City finds it necessary and in the public interest to construct a storm sewer line to serve the public utility needs of the City’s residents and such improvements were authorized as project #08-36 by the City Council on August 26, 2008 (the “Public Improvement Project”); and

WHEREAS, the Public Improvement Project is identified on the City’s master municipal utility and transportation plans; and

WHEREAS, the City has acquired by direct negotiation certain rights of way necessary for the Public Improvement Project; and

WHEREAS, it is necessary to acquire fee title to certain other parcels as well as certain other permanent easements; and

WHEREAS, the legal descriptions of the permanent easements necessary to be acquired are as follows:

see attached **EXHIBIT A**

(the “Permanent Easements”); and

WHEREAS, the City declares that it is in the public interest to acquire the Permanent Easement above described; and

WHEREAS, the property owner of the Permanent Easement and the Anoka County PIN for the said Permanent Easement have been identified by the City as follows:

PIN	FEE OWNER
27-32-25-14-0003	State of Minnesota, a sovereign body, by its Commissioner of the Pollution Control Agency

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

1. That in order to carry out the purposes and objectives described above it is necessary to acquire the Permanent Easement.

2. That the City Administrator is hereby directed to acquire the Permanent Easement as described above in accordance with Minnesota Statutes. The City Administrator is authorized to negotiate and represent the City of Ramsey in all proceedings.

The motion of the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon vote being taken thereon, the following 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 24th day of February, 2015.

Mayor

ATTEST:

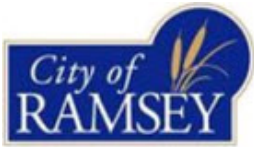
City Administrator

EXHIBIT A
Permanent Easement

A 30 foot wide easement for drainage purposes over, under, and across that part of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 27, Township 32, Range 25, Anoka County, Minnesota according to the Government Survey thereof, being 15 feet on either side of the centerline described as follows:

Commencing at the Anoka County monument at the East Quarter Corner of said Section 27; thence on an assumed bearing of South 89 degrees 17 minutes 02 seconds West to an iron monument at the Northeast Corner of Tract B, Registered Land Survey No. 251; thence South 89 degrees 17 minutes 02 seconds West along the North line of said Tract B a distance of 165.03 feet to the point of beginning of said centerline; thence North 46 degrees 32 minutes 56 seconds East a distance of 31.78 feet and said centerline there terminating.

Further, the right is hereby granted to the Grantee to install a cement culvert with outlet elevation no lower than natural grade and remove or otherwise dispose of all earth or other material excavated from said easement and right-of-way as the Grantee may require and to remove from said easement trees, brush, undergrowth and other obstructions interfering with the drainage purposes for which this easement is granted.



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CC Regular Session

4.9.

Meeting Date: 08/11/2015

By: Colleen Lasher, Administrative Services

Information

Title:

~~Adopt Resolution #15-08-204 to Hire Public Safety Administrative Support Personnel~~ **Please Note: this case was moved from Consent 4.09 to Case 7.07 on the regular agenda.**

Purpose/Background:

The purpose of this case is to request the City Council to hire two public safety administrative support employees; one part-time Fire Technician (at 20 hours per week – increasing the Fire Department’s support from 5 hours per week to 20) and one full-time Lead Police Records Technician (rather than the former structure of 2 part-time employees).

As the City Council will recall, a work-session discussion took place on June 9, 2015, where the City Council agreed by consensus to have staff move ahead with filling the current vacancies and conducting a recruitment process. The June 9th case and minutes are attached for review.

Staff proceeded with the City Council’s direction to recruit for the positions. The new hires will serve to continue the City’s efforts to meet the goals of the strategic plan, especially with regard to the strategic imperative of "Smart Citizen-Focused Government" and providing for "An Effective Organization".

Staff conducted first and second interviews and an extensive back-rounding process and is recommending the City Council hire Ms. Ann Marie Busak as the City’s new part-time Fire Technician and Ms. Jemma Peterson as the City’s new full-time Lead Police Records Technician.

Notification:

The June work-session documentation is attached.

Funding Source:

The 2015 funding required for a part-time Fire Technician is estimated to be approximately \$9,508 (\$23,418 on an annual basis in 2016). The 2015 funding required for a full-time Lead Police Records Technician is estimated to be approximately \$30,506.00. (\$67,183 on an annual basis in 2016). However, with the savings from earlier Police Department staffing changes, the 2015 difference with adding a part-time Fire Technician and a full-time Lead Police Records Technician comes to a savings of \$17,116 over what was originally budgeted for 2015.

Recommendation:

Staff recommends the following:

1. Hire Ms. Ann Marie Busak as the City's new part-time Fire Technician, effective on or near August 26, 2015, at \$18.64 per hour, which is step 1 of the 2015 wage scale; and
2. Hire Ms. Jemma Peterson as the City's new full-time Lead Police Records Technician, effective on or near August 26, 2015, at \$22.13 per hour, which is step 3 of the 2015 wage scale.

Action:

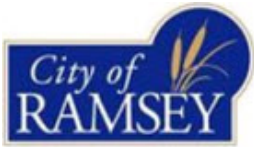
Motion to adopt Resolution #15-08-204 to Hire Public Safety Administrative Support Personnel (hire Ms. Ann Marie Busak as the City's new part-time Fire Technician, effective on or near August 26, 2015, at \$18.64 per hour, which is step 1 of the 2015 wage scale; and to hire Ms. Jemma Peterson as the City's new full-time Lead Police Records Technician, effective on or near August 26, 2015, at \$22.13 per hour, which is step 3 of the 2015 wage scale)

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Kathy Schmitz	Kathy Schmitz	08/06/2015 09:23 AM
Jo Thieling	Jo Thieling	08/06/2015 10:43 AM
Diana Lund	Diana Lund	08/06/2015 10:47 AM
Kurt Ulrich	Jo Thieling	08/06/2015 10:51 AM
Form Started By: Colleen Lasher		Started On: 08/04/2015 01:42 PM
Final Approval Date: 08/17/2015		



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CC Regular Session

7. 1.

Meeting Date: 08/11/2015

Submitted For: Jo Thieling, Administrative Services

By: Jo Thieling, Administrative Services

Information

Title:

Adopt Ordinance #15-13 Amending Ordinance #15-04 Massage Businesses and Services by Deleting the Insurance Requirements

Purpose/Background:

Purpose: The purpose of this case is to adopt an ordinance that would amend an ordinance adopted in January relating to Massage Businesses and Services.

Background: In January, 2015, the City Council adopted Ordinance #15-04 amending Chapter 26 of the Ramsey City Code - Licenses, Permits and Miscellaneous Business Regulations - by Adding Article XVIII, Massage Businesses and Services. The purpose for adopting the ordinance was to implement a new regulatory structure for massage therapists and massage establishments as part of an effort to prevent and eliminate criminal activity. The ordinance imposes licensing requirements, regulates the conduct of massage therapists and businesses, allows for City inspections, and sets forth procedures for denying, suspending or revoking licenses. The ordinance included insurance requirements. Based upon Council discussion at the November 25, 2014 work session, it had been decided that the City should not be involved with requiring insurance; however, consensus was that a question regarding whether or not the establishment had insurance be added to the application. The question was added to the application; however, in editing the original ordinance, staff erred in not removing that section which had been determined by Council to be unnecessary. Adopting this Ordinance will rectify the error and remove the language.

Ordinance #15-13 was presented for introduction on July 28, and is now being presented for formal adoption.

Notification:

This does not change anything for the Massage licensing process; therefore, no notifications were necessary.

Recommendation:

Staff is recommending Council adopt Ordinance #15-13 amending Ordinance #15-04 by deleting the language referencing insurance requirements.

Action:

Motion to waive the City Charter requirement to read the ordinance aloud and adopt Ordinance #15-13 Amending Ordinance #15-04 Massage Businesses and Services by Deleting the Insurance Requirements.

Roll Call:

Councilmember Williams

Councilmember Shryock

Councilmember Riley

Councilmember LeTourneau
Councilmember Kuzma
Councilmember Johns
Mayor Strommen

Attachments

Ord 15 13

Form Review

Form Started By: Jo Thieling
Final Approval Date: 07/29/2015

Started On: 07/29/2015 12:54 PM

ORDINANCE #15-13

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

AN ORDINANCE AMENDING ORDINANCE #15-04 AND CHAPTER 26 OF THE RAMSEY CITY CODE – LICENSES, PERMITS AND MISCELLANEOUS BUSINESS REGULATIONS – BY DELETING SECTION 26-859 (e) OF THE RAMSEY CITY CODE.

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 26-859 (e) which currently reads Each business required to be licensed under this Article must continuously maintain an insurance policy that meets the requirements of Section 26-851(n)(1) has been deleted.

SECTION 3. 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 ____ day of August, 2015.

Mayor Sarah Strommen

ATTEST:

City Clerk Jo Ann M. Thieling

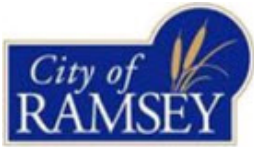
Introduction Date:

Posting Dates:

Adoption Date:

Publication Date:

Effective Date:



Our Mission: To work together to responsibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session

7. 2.

Meeting Date: 08/11/2015

By: Bruce Westby, Engineering/Public Works

Information

Title:

Adopt Resolution 15-08-192 Approving Amended Joint Powers Agreement with City of Anoka for Extending Sewer and Water Utilities to Serve Two Parcels

Purpose/Background:

Purpose:

The purpose of this case is to consider adopting Resolution #15-08-192 (attached) approving the amended Joint Powers Agreement (JPA) between the Cities of Anoka and Ramsey for constructing and maintaining sanitary sewer and water utilities through the Ridgepoint residential development to serve two City of Anoka parcels.

Background:

The City of Anoka wishes to extend the trunk sanitary sewer and watermain utilities proposed to be constructed with the Ridgepoint residential development to serve two parcels in the City of Anoka. The two City of Anoka parcels, commonly known as 6058 Highway 10, a 0.43 acre parcel with PIN #35-32-25-31-0001, and 6050 Highway 10, a 3.85 acre parcel with PIN #35-32-25-31-0004, are shown in attached Figure 1. The City of Anoka determined this will be the most cost-effective method to serve these two parcels with utilities. See attached Anoka City Council memo dated August 3, 2015 for more details on the available options and their costs.

The City of Ramsey trunk sanitary sewer and watermain stubs that will serve the Ridgepoint development, as well as the two City of Anoka parcels, are located at the existing cul-de-sac on the east end of Rivlyn Avenue. See attached Figure 1. There is sufficient capacity in both trunk utility lines to serve both the Ridgepoint residential development and the City of Anoka parcels as currently zoned. Pending additional City Council approvals, these two trunk utilities will be extended in 2015 to serve the proposed Ridgepoint 7-unit residential development. It is not known at this time how or when the two City of Anoka parcels might be developed.

The original JPA was approved by the Ramsey City Council on January 27, 2015. The Anoka City Council then approved the JPA on February 2, 2015. The City of Anoka recently amended the JPA to accommodate the developer's request for additional funding, which is discussed in more detail in the attached Anoka City Council memo. The amended JPA is attached to the City of Anoka Council Memo dated August 3, 2015. Exhibit 1 of the amended JPA shows the proposed utility improvements required to serve the two City of Anoka parcels.

On August 3, 2015, the Anoka City Council adopted a resolution approving the amended JPA. If the Ramsey City Council approves the amended JPA, all changes will be accepted and the date in the opening paragraph will be revised accordingly.

Notification:

Notifications are not required for this case.

Observations/Alternatives:

Observations:

As was discussed in January when reviewing of the original JPA, the City of Anoka wishes to serve the two parcels with utilities to allow for future development. The properties are currently zoned R-6, Manufactured Home, and are guided for High Density Residential in the Comprehensive Plan. It is likely that a zoning change would be needed to allow development to occur on the site since the R-6 district generally only permits parks, churches and manufactured home parks. However, at this time nothing more is known about the future use of the two properties.

Alternatives:

Alternative #1 – Motion to adopt Resolution 15-08-192 approving amended Joint Powers Agreement with the City of Anoka for constructing and maintaining sewer and water utilities to serve two City of Anoka parcels.

Alternative #2 –Motion to deny adoption of Resolution 15-08-192 at this time.

Funding Source:

The amended JPA will not result in any costs to the City of Ramsey. The amendment will increase the City of Anoka’s costs to extend utilities to serve their two parcels. Per the attached JPA amendments, the City of Anoka will still pay all costs required to construct and maintain utilities to serve the two City of Anoka parcels as shown in Exhibit 1 of the amended JPA, but will now require the City of Anoka to contribute additional funds to construct a portion of the trunk utilities. As noted, the City of Anoka’s contribution to utilities construction is capped at \$130,000. The City of Anoka will also be responsible for paying all costs required to record the amended JPA, to upsize the utilities or provide additional utilities if needed to serve their parcels, and to remove the utilities in perpetuity.

Recommendation:

Staff recommends selecting Alternative #1.

Action:

Motion to adopt Resolution 15-08-192 approving an amended Joint Powers Agreement with the City of Anoka to extend water and sanitary sewer utilities.

Attachments

Resolution 15 08 192

Anoka City Council Memo 080315

Figure 1

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	08/05/2015 08:38 AM
Patrick Brama	Jo Thieling	08/05/2015 03:51 PM
Diana Lund	Diana Lund	08/05/2015 04:08 PM
Kurt Ulrich	Jo Thieling	08/06/2015 08:50 AM
Form Started By: Bruce Westby		Started On: 08/02/2015 02:45 PM
Final Approval Date: 08/06/2015		

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

RESOLUTION #15-08-192

RESOLUTION APPROVING AMENDED JOINT POWERS AGREEMENT WITH THE CITY OF ANOKA FOR CONSTRUCTING AND MAINTAINING SEWER AND WATER UTILITIES TO SERVE TWO CITY OF ANOKA PARCELS

WHEREAS, the City of Anoka studied options for extending public sanitary sewer and water utilities to serve two parcels within the City of Anoka that border the City of Ramsey; and

WHEREAS, the City of Anoka determined it would be most cost-effective to serve the parcels using public utility extensions proposed to be constructed in 2015 by the City of Ramsey to serve the Ridgepoint residential development; and

WHEREAS, on January 27, 2015, the Ramsey City Council adopted a resolution approving a Joint Powers Agreement with the City of Anoka to construct and maintain trunk sanitary sewer and water utilities through the Ridgepoint residential development into the City of Anoka to serve the two parcels; and

WHEREAS, on February 2, 2015, the Anoka City Council adopted a resolution approving the same Joint Powers Agreement with the City of Ramsey; and

WHEREAS, the Ridgepoint developer subsequently requested the City of Anoka to contribute additional funding towards the Ridgepoint development trunk utilities to allow the utilities to be constructed in 2015; and

WHEREAS, on August 3, 2015, the Anoka City Council adopted a resolution to amend the Joint Powers Agreement to include language that the City of Anoka's contribution to the Ridgepoint development project shall not exceed \$130,000; and

WHEREAS, the City of Ramsey desires to work cooperatively with the City of Anoka to allow the two parcels to be served with public utilities as cost-effectively as possible.

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

- 1) That the amended Joint Powers Agreement with the City of Anoka for the construction and maintenance of sanitary sewer and water utilities to serve the two City of Anoka parcels commonly known as 6058 Highway 10 (PIN #35-32-25-31-0001) and 6050 Highway 10 (PIN #35-32-25-31-0004) is hereby approved.
- 2) That the City of Ramsey will not be responsible for any administrative or legal fees required to record the Joint Powers Agreement.

- 3) That the City of Ramsey will not be responsible for any costs required to upsize the City of Anoka owned and maintained utility extensions, or to provide additional utilities to serve the two parcels within the City of Anoka in perpetuity.
- 4) That the City of Ramsey will not be responsible for any costs required to remove the City of Anoka owned and maintained utility extensions in perpetuity.
- 5) That the Mayor and City Administrator are hereby authorized to execute the amended Joint Powers Agreement with the City of Anoka with the conditions noted above.

The motion for 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 11th day of August, 2015.

Mayor

ATTEST:

City Clerk

COUNCIL MEMO FORM

9.5

Meeting Date	August 3, 2015
Agenda Section	Ordinances & Resolutions
Item Description	RES/Amendment to the Joint Powers Agreement with the City of Ramsey; Sewer/Water Services for 6050 and 058 Highway 10
Submitted By	Greg Lee, Public Services Director

BACKGROUND INFORMATION

On February 2, 2015 the City Council adopted a resolution approving a Joint Powers Agreement with the City of Ramsey for the construction and maintenance of utilities to serve 6050 and 6058 Highway 10.

There were several options reviewed to serve 6050 and 6058 Highway 10 with utilities. The most cost effective option was to extend utilities as part of the Ridgepoint project. This is a seven lot, single family residential project that extends utilities that currently terminate at the east end of Rivlyn Avenue. The following are the options that were considered:

Option 1 – Service provided by the City of Ramsey - Ridgepoint: \$40,000

This option would include extension of sewer and water from the new cul-de-sac that is proposed with a new development known as Ridgepoint that is currently under consideration and includes an extension of Rivlyn Avenue. This proposed development will bring services within 200 feet of the Anoka municipal boundary.

Option 2 – Service provided by the City of Ramsey – Frontage Road: \$350,000

This option would include extension of sewer from a manhole on Tungsten Street and water from a main that serves Lano Equipment. This option cannot be exercised until such time as additional right-of-way is acquired and a frontage road is constructed.

Option 3 – Service provided by Anoka from north of Highway 10: \$375,000

This option would include the extension of sewer starting from the manhole that is just northwest of the Anoka Technical College and extension of the watermain that is directly north of the Woodlyn Property on the north side of highway 10.

Option 4 – Service provided by Anoka from Cutters Grove Avenue: \$550,000

This option would include providing sewer service via a lift station and forcemain that would parallel highway 10 on the south side and discharge to the system at Cutters Grove Avenue. The water service would parallel the forcemain.

DISCUSSION

The developer of the Ridgepoint, Village Bank, acquired this property as part of a foreclosure. The financial benefit of developing this property was always a concern given its small size.

In recent months, soils borings have indicated poor soils which will require additional soils corrections to extend the utilities and create building pads. Also, the public improvements bids received to extend the utilities and build the roadway were approximately 15% more than the engineers estimate.

These two factors, along with other factors, have made this project financially infeasible. As a result, the developer is asking the City of Anoka to revisit the Joint Powers Agreement and consider not only paying for the utility services for 6050 and 6058 Highway 10, but also financially contributing to the trunk utility systems that the services for these properties would connect to.

Based on discussions with the developer and the City of Ramsey Staff, it was determined that if the City of Anoka contributed a total of \$130,000 to fund a portion of the trunk system and all of the costs associated with the services to 6050 and 6058 Highway 10 including, engineering and administration costs, this project could proceed later this year. Staff believes this amount is reasonable and recommends that the Joint Powers Agreement be amended to include language that the City of Anoka's contribution to this project shall not exceed \$130,000. Attached is a draft amended Joint Powers Agreement with the revisions underlined and shown in red.

COUNCIL ACTION REQUESTED

It is recommended that the City Council adopt a resolution amending the Joint Powers Agreement with the City of Ramsey for the construction and maintenance of utilities to serve 6050 and 6058 Highway 10.



2015 First Avenue, Anoka, MN 55303
Phone: (763) 576-2700 Website: www.ci.anoka.mn.us

**CITY OF ANOKA, MINNESOTA
RESOLUTION**

RES-2015-XX

RESOLUTION AMENDING THE JOINT POWERS AGREEMENT WITH THE CITY OF RAMSEY FOR THE CONSTRUCTION & MAINTENANCE OF WATER AND SEWER UTILITIES TO SERVE 6050 AND 6058 TRUNK HIGHWAY 10

WHEREAS, on February 2, 2015, the City Council adopted a resolution approving a Joint Powers Agreement with the City of Ramsey for the construction and maintenance of utilities to serve 6050 and 6058 Highway 10 (PIN #35-32-31-0004 and 35-32-25-31-0001); and

WHEREAS, in recent months various factors have made this project financially infeasible; and

WHEREAS, the developer of Ridgepoint is asking the City of Anoka to revisit the Joint Powers Agreement and consider financially contributing to the trunk utility systems that the services for 6050 and 6058 Highway 10 would connect to; and

WHEREAS, based on discussions with the developer and City of Ramsey staff, it was determined that a financial contribution by the City of Anoka in an amount not to exceed \$130,000 to fund a portion of the trunk system and all of the costs associated with the services to 6050 and 6058 Highway 10 would allow this project to proceed this year; and

WHEREAS, staff believes this amount is reasonable and recommends that the Joint Powers Agreement be amended to include language that the City of Anoka's contribution to this project shall not exceed \$130,000.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Anoka, Minnesota:

1. The amended Joint Powers Agreement with the City of Ramsey for the construction and maintenance of water and sewer utilities to serve 6050 and 6058 Trunk Highway 10 is hereby approved.
2. The City of Anoka continues to concur that the City of Ramsey will not be responsible for any administrative or legal fees required to record the Joint Powers Agreement.
3. The City of Anoka continues to concur that the City of Ramsey will not be responsible for costs required to upsize the City of Anoka owned and maintained utility extensions, or to provide additional utilities to serve 6050 and 6058 Trunk Highway 10 within the City of Anoka in perpetuity.

4. The City of Anoka continues to concur that the City of Ramsey will not be responsible for any costs required to remove the City of Anoka owned and maintained utility extensions in perpetuity.

5. The Mayor and City Clerk are hereby authorized to execute said amended Joint Powers Agreement with the City of Ramsey.

Adopted by the Anoka City Council this the 3rd day of August 2015.

ATTEST:

Amy T. Oehlers, City Clerk

Phil Rice, Mayor

**A JOINT POWERS AGREEMENT BY AND BETWEEN THE
CITIES OF ANOKA AND RAMSEY
FOR THE CONSTRUCTION AND MAINTENANCE OF
CERTAIN PUBLIC UTILITIES WITHIN THE
CITY OF ANOKA AND THE CITY OF RAMSEY**

This Agreement made and entered into this the 9th day of December, 2014, by and between the City of Anoka, a municipal corporation (hereinafter referred to as "Anoka") and the City of Ramsey, a municipal corporation (hereinafter referred to as "Ramsey").

WITNESSETH:

WHEREAS, Anoka and Ramsey share a common border; and

WHEREAS, there are two parcels within the City of Anoka limits currently not served by municipal sewer or water service; and

WHEREAS, said parcels are commonly known as 6058 Highway 10 (PIN #35-32-25-31-0001), a 0.43 acre parcel, and 6050 Highway 10 (PIN #35-32-25-31-0004), a 3.85 acre parcel; and

WHEREAS, Ramsey has a proposed subdivision ("Ridgepoint") whereby the public utilities located within the Rivlyn Avenue right-of-way would be extended to the east near the common municipal border as more fully illustrated in the attached Exhibit A; and

WHEREAS, an engineering analysis indicates that the most efficient and cost-effective way to provide parcels PIN #35-32-25-31-0001 and PIN #35-32-25-31-0004 in Anoka with municipal utilities is by extending water and sanitary sewer services from the Ridgepoint to these parcels in Anoka; and

WHEREAS, Minnesota Statutes Section 471.59 authorizes political subdivisions of the State to enter into joint power agreements for the joint exercise of powers common to each.

NOW, THEREFORE, it is mutually stipulated and agreed:

- 1 Purpose: As part of the public improvement process associated with the Ridgepoint, Ramsey will allow for the extension of water and sanitary sewer services into that parcel located in the City of Anoka, identified as PIN #35-32-25-31-0004, as more fully illustrated in the attached Exhibit A.
- 2 Services: The services contemplated by this Agreement shall include an 8 inch diameter ductile iron pipe as the water service, with a hydrant connection and hydrant at the end, and a 4 inch ductile iron pipe (force main) to serve as a sanitary sewer service.

3. Cost: The City of Anoka shall ~~contribute funds pay for all costs~~ to extend the sanitary sewer ~~foremain from the easternmost manhole to the end of the pipe~~, and the watermain ~~from the easternmost valve to the end of the pipe and the hydrant on to serve~~ parcel PIN#35-32-25-31-0004, including, but not limited to engineering, inspection, testing, and administrative costs. Total fund contribution from the City of Anoka shall not exceed \$130,000.
4. Sewer and Water Charges: Upon connection to the water system constructed under this Agreement, and upon the development of parcel PIN#35-32-25-31-0004, the City of Ramsey shall install or require the developer of parcel 35-32-25-31-0004 to install a water meters to monitor water services provided to said property. The owner(s) of said property within Anoka will be billed by the City of Ramsey for sewer and water services based upon methods and policies establishes for similar parcels within the Ramsey city limits and in accordance with rates established by the City of Ramsey. The City of Anoka will notify the City of Ramsey at such time as any new connection is made to the system.
5. Facility Maintenance and Operation: The City of Anoka shall retain ownership of and shall maintain the utility services for parcel PIN #35-32-25-31-0004 in Anoka. Maintenance work performed by the City of Anoka within the Ramsey City limits will require the City of Anoka to receive authorization from the City of Ramsey. The services will be defined as the point of connection to the Ramsey municipal systems to the common municipal border. The point of connection for the water service will be the last, easterly most gate valve on Rivlyn Avenue. The sanitary sewer service connection will be the point where the service connects to the last, easterly most, sanitary sewer manhole on Rivlyn Avenue.
6. Inspection: The City of Anoka grants the City of Ramsey the right to install and periodically monitor the sewage flow in the sewer manhole located at the Rivlyn Avenue right-of-way to evaluate any infiltration or inflow that may be introduced into the sewage line.
7. Indemnification: Each party hereto agrees to indemnify, defend and hold harmless the other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of its respective officers, agents, or employees relating to activities conducted under this Agreement.
8. Contingency: This Agreement is contingent upon the extension of the Ramsey utility services identified herein to the points illustrated in attached Exhibit A.
9. Termination: This agreement shall continue until rescinded by joint resolution of Ramsey and Anoka.
10. Entire Agreement/Requirement of a Writing: It is understood and agreed that the entire agreement of the parties is contained herein and this Agreement supersedes all

Agreements and all negotiations between the parties relating to the subject matter thereof as well as any previous Agreement presently in effect between the parties relating to the subject matter thereof. Any alterations, variations, or modifications of the provisions of the Agreement shall be valid only when they have been reduced to writing and duly signed by the parties therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

CITY OF ANOKA

CITY OF RAMSEY

Phil Rice, Mayor

Sarah Strommen, Mayor

Tim Cruikshank, City Manager

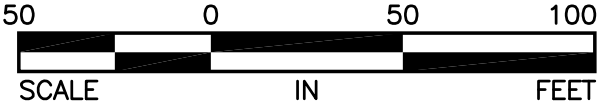
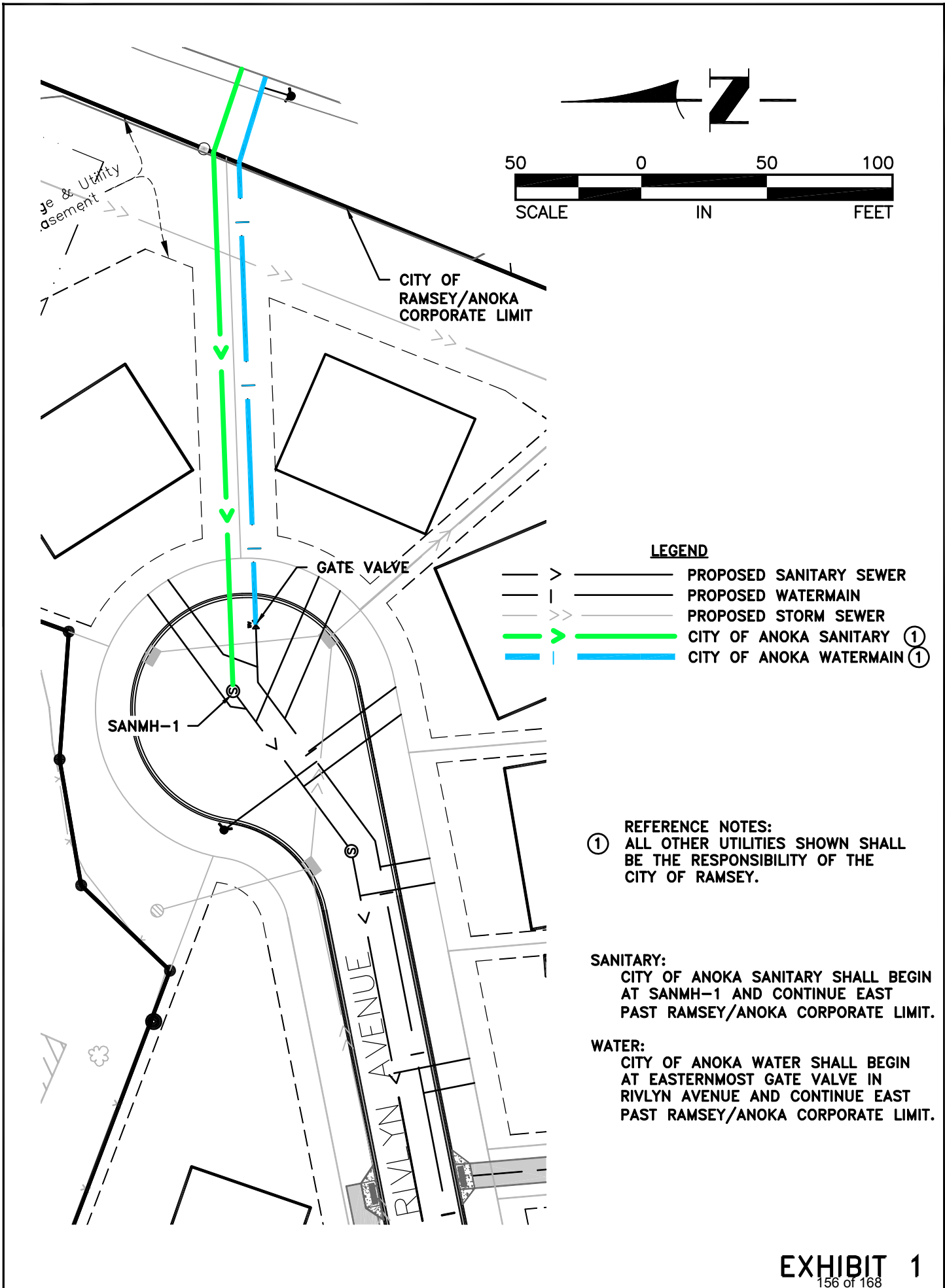
Kurt Ulrich, City Administrator

Approved as to Form

Approved as to Form

Scott C. Baumgartner, City Attorney

Joseph J. Langel, City Attorney



LEGEND

- > — PROPOSED SANITARY SEWER
- | — PROPOSED WATERMAIN
- >> — PROPOSED STORM SEWER
- > — CITY OF ANOKA SANITARY ①
- > — CITY OF ANOKA WATERMAIN ①

REFERENCE NOTES:
① ALL OTHER UTILITIES SHOWN SHALL BE THE RESPONSIBILITY OF THE CITY OF RAMSEY.

SANITARY:
CITY OF ANOKA SANITARY SHALL BEGIN AT SANMH-1 AND CONTINUE EAST PAST RAMSEY/ANOKA CORPORATE LIMIT.

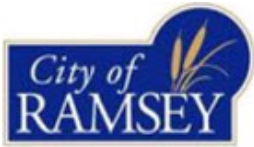
WATER:
CITY OF ANOKA WATER SHALL BEGIN AT EASTERMOST GATE VALVE IN RIVLYN AVENUE AND CONTINUE EAST PAST RAMSEY/ANOKA CORPORATE LIMIT.



FIGURE 1

City of Anoka Utility Extension





Our Mission: To work together to responsibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session

7.3.

Meeting Date: 08/11/2015

By: Bruce Westby, Engineering/Public Works

Information

Title:

Adopt Resolution #15-08-193 Approving Assessment Agreement for Ridgepoint Residential Development Improvements, Improvement Project #15-21

Purpose/Background:

Purpose:

The purpose of this case is to approve the attached Assessment Agreement providing for repayment of 100% of City funds used to construct the proposed Ridgepoint seven (7) unit single-family residential development improvements, Improvement Project #15-21.

Background:

Village Bank owns the real property upon which the Ridgepoint seven (7) unit single-family residential development is proposed to be constructed, and has requested that the City of Ramsey construct the required stage 1 and stage 2 improvements for the Ridgepoint development and assess all costs back to them over a period of three (3) years per the attached draft Assessment Agreement. Village Bank is not comfortable funding construction of the required improvements themselves due to certain regulatory language that prohibits banks from speculating in real estate. On May 26, 2015, the City Council reviewed and approved a draft Assessment Agreement, which did not yet include specific costs since the project had not yet been bid.

Village Bank utilized the engineering consulting firm of Hakanson Anderson to complete the final design and to prepare plans and specifications for the proposed improvements. Council approved final plans and specifications and authorized bids on May 26, 2015. Bids were opened on July 1, 2015, and cannot be withdrawn for a period of 60 days. The lowest bid received was \$544,925.55 which was approximately 15% higher than the engineer's estimate of \$482,222.

The attached Assessment Agreement prorates the lowest bid price for the proposed improvements across each of the seven residential properties based on property size. The attached Assessment Agreement incorporates 10% contingency costs to help ensure the assessments will cover the actual construction costs.

The City of Anoka will pay up to \$130,000 to the City of Ramsey for constructing public utilities (sanitary sewer and watermain) through the Ridgepoint development per the approved Joint Powers Agreement. These costs are therefore not included in the attached Assessment Agreement.

On May 19th the Public Works Committee reviewed the draft Assessment Agreement with representatives from Village Bank and unanimously voted to recommend Council approval of the draft agreement. The attached Assessment Agreement includes all revisions as previously requested by the Public Works Committee and the City Council.

Notification:

No notifications are required for this case.

Observations/Alternatives:

Observations:

In addition to assessing the property owner for the improvement construction costs, assessments will be levied for City staff time required to administer and inspect construction which is estimated at 5.5% of construction costs, and for construction testing which is estimated at 2% of construction costs.

The contractor who submitted the lowest bid believes they can complete construction in 2015 if the City Council also awards a contract for construction later this evening.

Alternatives:

Alternative #1 – Motion to adopt Resolution #15-08-193 approving the attached Assessment Agreement for Ridgepoint Residential Development Improvements, Improvement Project 15-21.

Alternative #2 – Motion to deny adoption of Resolution #15-08-193 at this time.

Funding Source:

City Improvement Project 15-21 is proposed to be funded from the Public Improvement Revolving (PIR) fund, which will then be paid back in full over a period of three years using the special assessments levied against the property owner via the Assessment Agreement.

Recommendation:

Staff recommends approving Alternative #1.

Action:

Motion to approve or deny adoption of Resolution #15-08-193.

Attachments

Resolution 15 08 193

Ridgepoint Assessment Agreement

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	08/06/2015 11:57 AM
Kurt Ulrich	Jo Thieling	08/06/2015 12:07 PM
Diana Lund	Diana Lund	08/06/2015 01:14 PM
Form Started By: Bruce Westby		Started On: 06/16/2015 08:08 AM
Final Approval Date: 08/06/2015		

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

RESOLUTION #15-08-193

RESOLUTION APPROVING ASSESSMENT AGREEMENT FOR RIDGEPOINT DEVELOPMENT IMPROVEMENTS, IMPROVEMENT PROJECT #15-21

WHEREAS, Village Bank is proposing to construct a seven (7) unit single-family residential development known as the Ridgepoint development on property it owns as described in the attached Assessment Agreement; and,

WHEREAS, Village Bank desires to have the City construct the public improvements for the Ridgepoint development; and

WHEREAS, Village Bank agrees to the City specially assessing 100% of the costs to construct the proposed public improvements against the seven parcels within the Ridgepoint development.

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

- 1) That said Assessment Agreement is hereby approved allowing the City to assess Village Bank for 100% of the costs incurred by the City to construct the Ridgepoint development public improvements.

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 11th day of August, 2015.

Mayor

ATTEST:

City Clerk

(reserved for recording)

ASSESSMENT AGREEMENT

THIS ASSESSMENT AGREEMENT (this “Agreement”) is made this ____ day of August, 2015, by and between **City of Ramsey**, a Minnesota municipal corporation (the “City”) with offices at 7550 Sunwood Drive N.W., Ramsey, Minnesota 55303, and **Village Bank**, a Minnesota bank with offices at 3350 Bridge Street, St. Francis, Minnesota, 55070 (“Owner”), and is based on the following facts:

- A. Owner is the owner of fee title to the Property, as defined in Exhibit A, attached hereto.
- B. Owner has applied to the City for approval of a subdivision of the Property into Lots 1-7, Ridgepoint, Anoka County, Minnesota (the “Plat”).
- C. The City has approved the Plat subject to certain conditions as specified in that certain Development Agreement between the City and Owner, dated _____ (the “Development Contract”), which contemplates that the City and Owner will enter into this Agreement.
- D. The Owner desires to have certain public improvements constructed to serve the Property as described in Exhibit B (the “Improvement Project”). The plans and specifications for the Improvement Project are completed.
- E. The Owner desires to have the City construct the Improvement Project without notice of hearing or hearing on the special assessments levied to finance the Improvement Project, and to levy up to \$ 526,324.30 of the cost of the Improvement Project against the Property.
- F. The City is willing to construct the Improvement Project without certain notices or hearings, provided that assurances and covenants stated below are made by the Owner to ensure that the City will have valid and collectable special assessments as they relate to the Property to finance all of the actual costs of the Improvement Project at no cost to the City.
- G. Were it not for the assurances and covenants provided in this Agreement, the City would not construct the Improvement Project without such notices and hearings and is doing so solely at the behest, and for the benefit, of the Owner.

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

1. Recitals Incorporated. The facts stated above are hereby incorporated into this Agreement and made a part of this Agreement by this reference.
2. Definitions. Capitalized terms used but not defined in this Agreement are defined as provided in the Development Contract.
3. Petition. The Owner hereby petitions the City for construction of the Improvement Project.
4. Authority. The Owner represents and warrants that it is the owner of 100 percent of the Property, that it has full legal authority to encumber the Property as provided in this Agreement, and that as of the date of this Agreement, it has fee simple absolute title in the Property, which is not subject to any liens, interests or encumbrances, except as listed in Exhibit C.
5. Waiver of Hearings. The Owner waives notice of hearing and hearing pursuant to Minn. Stat. section 429.031, on the Improvement Project, notice of hearing and hearing on the special assessments levied to finance the Improvement Project pursuant to Minn. Stat. section 429.061, and any notice of hearing or procedure specified under the City Charter, and specifically requests that the Improvement Project be constructed and special assessments be levied against the Property without hearings.
6. Waiver of Appeal or Reapportionment. The Owner waives the right to appeal the levy of the special assessments in accordance with this Agreement pursuant to Minn. Stat. section 429.081, or reapportionment thereof upon land division pursuant to Minn. Stat. section 429.071, subd. 3, or otherwise, and further specifically agrees with respect to such special assessments against the Property or reapportionment that:
 - a. Any requirements of Minn. Stat. chapter 429 or the City Charter with which the City does not comply are hereby waived by the Owner;
 - b. The increase in fair market value of the Property resulting from construction of the Improvement Project will be at least equal to the cost of the Improvement Project as set forth herein, and that such increase in fair market value is a special benefit to the Subject Property;
 - c. Assessment of the above-specified cost of the Improvement Project against the Subject Property is reasonable, fair and equitable and there are no other properties against which such cost should be assessed.
7. No Deferral. Owner represents and warrants that the Property is not so classified for tax purposes as to result in deferral of the obligation to pay special assessments, and Owner agrees that it will take no action to secure such tax status of the Property during the term of this Agreement.

8. Assessment. The Owner requests that up to \$526,324.30 of the actual cost of the Improvement Project be assessed against the Property created by the Plat as follows:

Parcel Description	Area (Sq Ft)	Allocation (%)	Assessment Amount
Lot 1	38,122	22.82	\$120,107.21
Lot 2	19,413	11.62	\$61,158.88
Lot 3	20,349	12.18	\$64,106.30
Lot 4	27,677	16.57	\$87,211.94
Lot 5	17,456	10.46	\$55,053.52
Lot 6	22,422	13.42	\$70,632.72
Lot 7	21,594	12.93	\$68,053.73
Total	167,033	100.00	\$526,324.30

The composition of the maximum amount of the cost of the Improvement Project is set forth in Exhibit B.

9. Payment of Assessment. The Assessment for the Plat shall be payable in equal semi-annual installments over a period of three (3) years with the first installment due May 15, 2016, and subsequent installments due May 15 and October 15 each year. If the improvements are not completed and actual costs are not determined by November of 2015, the first installment will be due May 15, 2017. The fixed interest rate applied to the Assessment shall be set at the five (5) year U.S. Treasury rate on the date of this agreement plus 2 percentage points.
10. Collateral. The assessment will be pledged at 110% of the principal amount of the assessment using government backed securities rated at least A or higher that will be pledged in the City of Ramsey's name and can only be released by an authorized signer of the City of Ramsey.
11. Successors and Assigns. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Property and bind all its successors in interest. It is the intent of the parties hereto that this Agreement be in a form that is recordable among the land records of Anoka County, Minnesota, and they agree to make any changes in this Agreement that may be necessary to effect the recording and filing of this Agreement against the title of the Property.
12. Termination. This Agreement shall terminate upon the final payment of all special assessments levied against the Property from the Improvement Project. The City shall then execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder.
13. City Option to Terminate. The City reserves the right to opt out of this Agreement if the cost of the Improvements exceeds the Assessment Amount prior to execution of this Agreement.
14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute a single agreement.
15. Exclusions. The assessment shall not include any costs related to construction of the public utilities (sanitary sewer and water supply) included in the plans for the purpose of serving a portion of the City of Anoka. All such costs are to be borne by the City of Anoka per the executed Joint Powers Agreement between the City of Anoka and the City of Ramsey.

Exhibit A

Legal Description of the Property

PROPERTY IDENTIFICATION NUMBER AND LEGAL DESCRIPTION

The subject property has been assigned the following PID numbers by Anoka County:

35-32-25-31-0034
35-32-25-31-0036

The property is legally described as follows:

That part of Lots 26 & 27, Auditors Subdivision No. 96 lying sely of the following described line: beginning at the intersection of the shoreline of the Mississippi River and a line parallel with and 75 feet sely of the sely line of Lot 7, Dickensons Mississippi Estates - as measured along the sely extension of the nely line of said Lot 7; thence nwly along said sely extension - 75 feet to the NE corner of said Lot 7; thence nely along the nely extension of said sely line - 66 feet to the nely right of way line of Rivlyn Avenue; thence sely along said right of way line to a point 500 feet sely as measured along said right of way line of intersection of said right of way line with the sely right of way line of Poplar Drive, now known as Astugsten Street NW; thence nely parallel with said sely right of way line to the intersection with the following described line also known as Line "A"; commencing at the SE corner of Lot 13, said Auditors Subdivision; thence swly along the swly extension of the sely line of said Lot 13 - 260 feet to the point of beginning of said line; thence ely at an interior angle to the NE of 91 degrees, 30 minutes - 427.1 feet and there terminating. Thence sely along said Line "A" to its point of termination; thence nely deflecting to the left 66 degrees, 50 minutes - 49 feet; thence nely deflecting to the right 36 degrees, 24 minutes - 50.8 feet; thence deflecting right 13 degrees, 50 minutes - 51 feet; thence ely deflecting left 66 degrees 50 minutes - 51 feet; thence nly deflecting to the left 74 degrees, 4 minutes - 168.1 feet; thence ely deflecting to the right 90 degrees, 26 minutes - 99 feet; thence nly deflecting left 89 degrees, 25 minutes - 163.1 feet to the nly line of said Lot 26 and there terminating - and lying nwly of the following described line; beginning at the most nly corner of Lot 14, said Auditors Subdivision - thence swly along the nwly line of said Lot 14 to the most wly corner thereof; thence sely along the swly line of said Lot 14 to the most wly corner thereof; thence sely along the swly line of said Lot 14 to the intersection with a line parallel with and 150 feet nwly of as measured at right angles of the swly extension of the sely line of said Lot 14; thence swly along said parallel line - 500 feet; thence swly deflecting to the right 45 degrees - 900 feet +/- to the shoreline of the Mississippi River and there terminating. Except that part thereof lying sly & wly of Rivlyn Avenue - subject to easements of record.

And - Outlot A Dickensons Mississippi Estate 2nd Addition to Anoka County.

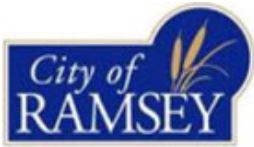
Exhibit B

Improvement Project Costs

<u>Bid Prices</u>	
Sanitary sewer (incl. trunk, lateral, and service stubs)	\$ 0.00
Watermain (incl. trunk, lateral, and service stubs)	\$ 0.00
Storm drainage facilities	\$ 69,713.82
Streets (incl. concrete C&G and lot grading)	\$ 334,108.05
Mobilization, dewatering & traffic control	\$ 30,613.70
Street striping and signing	\$ 1,000.00
Street lights	<u>\$ 12,500.00</u>
Sub-total	\$ 447,935.57
<u>Contingency Costs</u>	
10% Contingency	<u>\$ 44,793.56</u>
Sub-total	\$ 44,793.56
<u>Engineering Costs</u>	
5.5% City Construction Administration/Inspection	\$ 24,636.46
2.0% City Construction Testing	<u>\$ 8,958.71</u>
Sub-total	\$ 33,595.17
Grand Total	\$ 526,324.30

Exhibit C

Liens and Encumbrances



Our Mission: To work together to responsibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session

7.4.

Meeting Date: 08/11/2015

By: Bruce Westby, Engineering/Public Works

Information

Title:

Adopt Resolution 15-08-194 Accepting Bids and Awarding Contract for Ridgepoint Residential Development Improvements, Improvement Project #15-21

Purpose/Background:

Purpose:

The purpose of this case is to accept bids and award a contract for constructing the Ridgepoint seven unit single-family residential development improvements, Improvement Project #15-21.

Background:

Village Bank owns real property in the southeast corner of the City of Ramsey and wishes to develop the property into seven single-family residential lots, known as Ridgepoint. Village Bank has requested that the City undertake construction of the necessary public improvements in 2015 and specially assess all costs to them.

The proposed development generally involves extending Rivlyn Avenue approximately 500 feet to the east/northeast and extending City sewer and water utilities under Rivlyn Avenue to serve the seven new single-family residential lots. Significant subgrade corrections are also proposed.

The new extension of Rivlyn Avenue is proposed to match the existing street section with a 32 foot wide urban street section that is centered within a 60 foot right-of-way, which will be deeded to the City.

Storm sewer, sanitary sewer and watermain utilities are also proposed to be constructed with the project. Watermain and sanitary sewer utility extensions are also proposed to serve two parcels within the City of Anoka, which the Anoka City Council approved payment for in the not to exceed amount of \$130,000 as per the amended Joint Powers Agreement between the City of Anoka and the City of Ramsey. The City of Anoka has agreed to issue payment to the City of Ramsey following construction of the utility extensions.

The plans also propose to reconstruct a portion of the Mississippi River Trail through a realigned corridor in the same general alignment and vicinity.

Village Bank retained Hakanson Anderson to draft final plans and specifications for the public improvements. On May 26th the City Council accepted final plans and specifications and authorized advertisements for bids. On July 1st bids were received, opened, checked for errors and omissions, and tabulated, and the following bids comply with the advertisement for bids.

CONTRACTOR	TOTAL BID
Douglas Kerr Underground, LLC	\$544,925.55
Dave Perkins Contracting, Inc.	\$553,444.40

Kuechle Underground, Inc.	\$570,230.72
North Pine Aggregate, Inc.	\$650,790.80
New Look Contracting, Inc.	\$755,286.00
Peterson Companies	\$861,423.55
Engineers Estimate	\$469,372.50

Of the six bids received, the lowest responsible bid was submitted by Douglas Kerr Underground, LLC in the amount of \$544,925.55. If a contract for construction is authorized, staff will immediately contact Douglas Kerr Underground to notify them that they were awarded the contract and to initiate execution of the contract and issuance of the required bonds and insurance.

Notification:

Notifications are not required for this case as the property owner, Village Bank, is petitioning the City to construct the improvements and assess the costs back to them, and is waiving their rights to petition against the assessments.

Observations/Alternatives:

Observations:

The lowest bid received was about 15% higher than the engineer’s estimate. This, among other reasons, prompted Village Bank to request additional funding from the City of Anoka. Since the City of Anoka approved the banks request, Village Bank believes the Ridgepoint project is viable and therefore wishes to complete construction in 2015. Douglas Kerr Underground has indicated they can complete construction in 2015.

Alternatives:

Alternative #1 – Motion to adopt Resolution #15-08-194 accepting bids and awarding a contract for constructing the Ridgepoint development improvements, Improvement Project #15-21.

Alternative #2 – Motion to deny adoption of Resolution #15-08-194 at this time.

Funding Source:

The lowest responsible bid from Douglas Kerr Underground, LLC is \$544,925.55. The City will initially fund the improvements using the Public Improvement Revolving Fund, then Village Bank will pay the City back in full over a period of three years via the approved Assessment Agreement. And per the amended Joint Powers Agreement, the City of Anoka will reimburse the City of Ramsey up to \$130,000 for construction of the public utilities.

Recommendation:

If the City Council previously approved the amended Joint Powers Agreement with the City of Anoka and the Assessment Agreement with Village Bank, Staff recommends approving Alternative #1.

Action:

Approve or deny adoption of Resolution #15-08-194 accepting bids and awarding a contract for constructing the Ridgepoint residential development improvements.

Attachments

Resolution 15 08 194

HA Bid Recommendation Ltr

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	08/06/2015 11:59 AM
Kurt Ulrich	Jo Thieling	08/06/2015 12:08 PM

Form Started By: Bruce Westby
Final Approval Date: 08/06/2015

Started On: 08/02/2015 02:34 PM

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

RESOLUTION #15-08-194

RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR RIDGEPOINT DEVELOPMENT IMPROVEMENTS, IMPROVEMENT PROJECT #15-21

WHEREAS, Village Bank seeks to develop seven parcels of land it owns, known as Ridgepoint, and requested that the City undertake construction of the necessary public improvements and assess the total cost to Village Bank; and

WHEREAS, Village Bank retained Hakanson Anderson to draft final plans and specifications for the public improvements, which City staff reviewed; and

WHEREAS, pursuant to a resolution of the City Council adopted May 26, 2015, the City Council approved a draft Assessment Agreement between the City of Ramsey and Village Bank that provides for Village Bank to be assessed for the total cost of the public improvements; and

WHEREAS, pursuant to a resolution of the City Council adopted May 26, 2015, the City Council accepted final plans and specifications and authorized advertisements for bids for said improvements; and

WHEREAS, bids were received, opened, and tabulated on July 1, 2015, and the following bids were found to comply with the advertisement for bids; and

CONTRACTOR	TOTAL BID
Douglas Kerr Underground, LLC	\$544,925.55
Dave Perkins Contracting, Inc.	\$553,444.40
Kuechle Underground, Inc.	\$570,230.72
North Pine Aggregate, Inc.	\$650,790.80
New Look Contracting, Inc.	\$755,286.00
Peterson Companies	\$861,423.55
Engineers Estimate	\$469,372.50

WHEREAS, the bid of Douglas Kerr Underground, LLC of Mora, Minnesota, in the amount of \$544,925.55 for the total base bid for the construction of said improvements in accordance with the approved plans and specifications and advertisement for bids, is the lowest responsible bidder and their bid shall be and hereby is accepted.

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

- 1) The Mayor and City Administrator are hereby authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Ramsey.

- 2) The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids at such time that a contract has been executed.

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 11th day of August, 2015.

Mayor

ATTEST:

City Clerk

July 2, 2015

Honorable Mayor and City Council Members
City of Ramsey
7550 Sunwood Drive
Ramsey, MN 55303

RE: Ridgepoint

Dear Honorable Mayor and City Council Members:

Bids were received and opened on July 1, 2015, for Construction of Ridgepoint. A total of 6 bids were received as shown on the attached Bid Tabulation and as listed below:

	<u>Base Bid</u>
Douglas-Kerr Underground, LLC	\$544,925.55
Dave Perkins Contracting, Inc.	\$553,444.40
Kuechle Underground, Inc.	\$570,230.72
North Pine Aggregate, Inc.	\$650,790.80
New Look Contracting, Inc.	\$755,286.00
Peterson Companies	\$861,423.55

It was found that Douglas-Kerr Underground, LLC of Mora, Minnesota is the low bidder with a Base Bid of \$544,925.55.

After review of the submittal bids, no errors or omissions were found.

We recommend award of the contract to the low bidder, Douglas-Kerr Underground, LLC.

Sincerely,
Hakanson Anderson



Adam M. Thiele, Project Manager

AMT:dmb

Enclosure

cc: JoAnn Thieling, City Clerk

Meeting Date: 08/11/2015

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title:

Consider Multiple Actions Related to a Potential Life Fitness Expansion and Redevelopment Project

Purpose/Background:

PURPOSE

Consider multiple actions related to a potential Life Fitness expansion and redevelopment project. In summary, the proposed project includes: (1) construction of a new \$4M - 48,325 square foot expansion on the existing Life Fitness property in Ramsey; and (2) \$585,000 acquisition and clean-up of the Health Quest property to prepare Life Fitness for their future second expansion in Ramsey.

Life Fitness has asked the City to investigate all financial incentives available for this project (see attached cover letter). Specifically, Life Fitness is interested in tools that will help overcome costs associated with the purchase and clean up the Health Quest property (redevelopment costs).

STEP 1 (this case): begin process to establish a new TIF District, apply for State funds and begin underwriting project. The purpose of this case is not to "award" any financial incentives to Life Fitness. However, this case begins the State required public process to "allow" the City to award financial incentives to Life Fitness in the future.

STEP 2 (future case): review underwriting of project, consider authorization to establish a new TIF District, consider awarding TIF agreement/ business subsidy agreement (which will include a specific amount of TIF), and consider awarding DEED program incentives.

BACKGROUND (proposed project)

This project includes three individual parcels. The first two parcels, totaling 17.12 acres are currently owned by Life Fitness (Brunswick Corporation). These two contiguous parcels are home to a 280,000 square foot state-of-the-art Life Fitness manufacturing facility. Life Fitness currently employs about 300 full-time and nearly 100 part-time people at their Ramsey facility. This facility is responsible for manufacturing Life Fitness (<http://www.lifefitness.com/index.html>) and Hammer Strength (<http://www.lifefitness.com/commercial/hammerstrength.html>) brand exercise equipment. Life Fitness is owned by Brunswick Corporation (<http://www.brunswick.com/>), a publicly traded company based out of Lake Forest, Illinois, with a market capitalization of \$4.88 billion and \$119M in world-wide sales for 2014 (NYSE: BC).

In addition to their primary facility in Ramsey, Life Fitness leases approximately 60,000 square feet of warehouse space in Coon Rapids. In order to improve their operations process and more effectively manufacture their products, Life Fitness would like to consolidate their Minnesota operations into one facility—their Ramsey facility. This will require an expansion on their existing site in Ramsey. Currently, Life Fitness has space for a 48,325 square foot expansion on their existing Ramsey site. This proposed expansion is referred to as *Expansion #1* and would increase the size of the existing Life Fitness building in Ramsey from 280,000 square feet to 328,500 total square feet.

Life Fitness has indicated *Expansion #1* will result in the creation of 26 new full-time jobs paying a minimum \$16.85 per hour (with an additional \$7.08 of benefits per hour) over the course of two years. Life Fitness would like

to begin construction on *Expansion #1* August 26, 2015. *Expansion #1* is anticipated to be completed by spring 2016.

In addition to *Expansion #1*, outlined above, Life Fitness would like to prepare for a second expansion of their Ramsey facility (*Expansion #2*). Because their existing site does not have sufficient space available for *Expansion #2*, additional land is required. Life Fitness has targeted a 3.0 acre, bank-owned, parcel located directly south, and adjacent to their existing Ramsey facility for *Expansion #2*. This property is currently home to a 20,000 square foot vacant/ blighted former health club known as Health Quest. It is estimated, acquiring the Health Quest property for *Expansion #2*, will allow for construction of a 50,000-60,000 square foot future expansion of the primary Life Fitness facility.

Securing the Health Quest property does result in significant redevelopment costs for Life Fitness; including property acquisition \$450,000, demolition and site clean-up \$85,000, and capping of nearly 90 geo-thermal wells \$50,000.

In summary, the proposed project includes: (1) construction of a new \$4M - 48,500 square foot expansion on the existing Life Fitness property in Ramsey; and (2) \$585,000 acquisition and clean-up of the Health Quest property to prepare Life Fitness for their future second expansion in Ramsey.

BACKGROUND (Why are incentives being requested?)

This project removes a 20,000 square foot, blighted, bank-owned, building that has sat vacant, and available for purchase, since 2004 (Health Quest property). In order to develop the Health Quest property, significant redevelopment costs need to be overcome; including: acquisition of a property that carries an existing building (\$425,000), demolition and site clean-up (\$71,000), and capping of 90 geo-thermal wells (\$46,000). Based on discussion with the current Health Quest property owner, and prospects previously interested in the Health Quest property, redevelopment costs outlined above have created a barrier to private market to reuse this property.

BACKGROUND (Tax Increment Financing)

Because of the significant redevelopment costs identified above, Staff (along with our professional advisors) have identified a "*Renovation & Renewal TIF District*" as an applicable incentive. This tool would allow the City to capture 15 years of tax increment from the construction of *Expansion #1* and redirect said dollars to the redevelopment of the Health Quest Property. It is estimated about \$350,000 could be captured over 15 years (\$220,000 present value based on 5.5% interest).

For more information on TIF, please see the attached LMC TIF Information document (Section E, pages 15-19). Also attached is State Statute related to a *Renovation & Renewal District*. The purpose of this case is to begin the legal public process, as guided by State Statute, to establish a TIF District. The purpose of this case is not to "award" TIF to Life Fitness. However, this case begins the process to "allow" the City to award TIF to Life Fitness in the future. Attached is a timeline for the establishment of a TIF District.

BACKGROUND (DEED, Job Creation Fund (JCF))

The State of Minnesota, Department of Employment and Economic Development, has indicated this proposed project would qualify for JCF dollars. JCF awards are provided based on two performance measurements: (1) job creation and (2) capital investment. Based on conversations with DEED Staff, it is anticipated this project could receive \$200,000+ from the State. The first step in this process is to apply--attached is an application.

It should be noted, private businesses cannot directly apply for DEED incentives. DEED requires a local municipality to apply on behalf of the benefiting business.

For more information on the State JCF program, please visit this link:
<http://mn.gov/deed/business/financing-business/deed-programs/job-creation-fund.jsp>.

BACKGROUND (Why would Ramsey consider incentives?)

This project enhances the City of Ramsey's economic base by securing the operation of a Fortune 500 company's manufacturing facility within Ramsey, Minnesota for the foreseeable future. The Life Fitness facility currently generates significant property taxes (about \$150,000 annually) and significant jobs (greatest number of jobs in Ramsey, about 300 FT and about 100 PT. Life Fitness is nearly out of space to grow on their existing site in Ramsey.

By completing the currently proposed project, the City of Ramsey will see significant tax base and job growth into the foreseeable future (*Expansion #1* and *Expansion #2*). Additionally, the City would see the removal of a blighted and vacant building located on highly visible intersection. This effort accomplishes the Ramsey EDA's three major goals: job creation (26+ plus jobs over two years), tax base creation (\$73,873 total property taxes, *Expansion #1 only*), and improvement to the quality-of-life within our community (removal of a blighted building).

By not completing this project, it would be logical for Life Fitness to consider a new, long-term, location for their manufacturing facility. Additionally, the Health Quest property would likely remain in its current state for the foreseeable future

Notification:

NA

Observations/Alternatives:

Attached:

Concept Map

Business Subsidy/TIF Application (City of Ramsey)

TIF Timeline (Ehlers)

TIF Information (League of Minnesota Cities)

TIF Information (State Statute)

TIF Run (Ehlers)

Job Creation Fund Application (DEED)

Cover Letter (Life Fitness)

Business Subsidy Policy

Business Subsidy Test

Resolution Calling for Public Hearing to Modify Development District 1, and Creation of TIF District 15

Resolution Supporting an Application to MN DEED on Behalf of Life Fitness for the JCF Program

Business Subsidy Policy Review:

Staff reviewed the proposed Life Fitness project in the context of the City's adopted "*Business Subsidy Policy*."

Based on State Statute and the City's 2009 adopted Business Subsidy Policy, this project is considered a business subsidy. As a result, a public hearing and annual reporting are required by the State.

Funding Source:

EDA Professional Services Account

Life Fitness Application Fee (\$7,500 received)

Tax Increment Financing (future increment proceeds, pay-go)

State of Minnesota DEED (State allocation)

Recommendation:

STEP 1 (this case): begin process to establish a new TIF District, apply for State funds and begin underwriting project. The purpose of this case is not to "award" any financial incentives to Life Fitness. However, this case begins the State required public process to "allow" the City to award financial incentives to Life Fitness in the future.

STEP 2 (future case): review underwriting of project, consider authorization to establish a new TIF District, consider awarding TIF agreement/ business subsidy agreement (which will include a specific amount of TIF), and consider awarding DEED program incentives.

EDA Review:

The EDA reviewed this case on July 09, 2015. Attached are draft minutes. Generally, the EDA was in support of the proposed project and recommended the Council move forward with the action outlined in this case.

ACG Consulting

Mike Mulrooney with ACG Consulting reviewed the proposed application, from a preliminary perspective. Attached is a MEMO. Generally, the proposed project meets the City's business subsidy policy.

Action:

MOTION TO:

Adopt Resolution #15-08-201 Calling for a Public Hearing by the City council on the Proposed Adoption of a Modification to the Development program for Development District No. 1, the Proposed Establishment of tax Increment Financing District No. 15 (Life Fitness) Therein and the Adoption of a Tax Increment Financing Plan Therefore, and the Proposed Granting of a Business Subsidy.

-and-

Adopt Resolution #15-08-202 Declaring the City of Ramsey's Support of Applying to the State of Minnesota Department of Employment and Economic Development Job Creation Fund Program

- and -

Direct staff to accept a business subsidy application from Life Fitness and begin underwriting

- and -

Execute the attached LHB contract for State required TIF District analysis; subject to review and amendments by the City Attorney.

Attachments

Request from Life Fitness: Sources of Funds

Res Calling for PH for Dev Dist Modifications and Creation of TIF Dist 15

Res in Support of Business Applying to the Job Creation Fund

07 09 15 EDA Mts

Site Map

Project Budget

Life Fitness MEMO

TIF Information (State Statute)

TIF Information (League of MN Cities)

TIF Analysis Work Order

TIF RUN 07082015 Phase 1

TIF Application (draft)

TIF and Business Subsidy Analysis

EXHIBIT A (TIF Application) 4

TIF (Project) Schedule 5

Job Creation Fund Information (DEED)

Job Creation Fund Application (example)

Form Review

Inbox

Tim Gladhill

Kurt Ulrich

Form Started By: Patrick Brama

Final Approval Date: 08/05/2015

Reviewed By

Tim Gladhill

Jo Thieling

Date

08/05/2015 09:09 AM

08/05/2015 10:38 AM

Started On: 07/07/2015 05:12 PM



August 3, 2015

Mr. Patrick Brama
City of Ramsey Economic Development Authority
Ramsey Municipal Center
7550 Sunwood Drive NW
Ramsey, MN 55303

Re: Expansion of the Life Fitness Manufacturing Facility
at 14100 Sunfish Lake Boulevard NW, Ramsey, MN 55303

Dear Mr. Brama:

You have asked for a source of funds letter from Life Fitness in connection with the proposed 48,250 square foot expansion of its existing Ramsey site. This proposed expansion will increase the size of the existing Life Fitness building in Ramsey from 280,000 square feet to 328,500 total square feet at a cost of approximately \$4,000,000. In addition, the proposed project includes an acquisition and clean-up of the contiguous Health Quest property to prepare Life Fitness for its future second expansion in Ramsey. That acquisition entails an additional \$485,000.

Life Fitness is a division of Brunswick Corporation, a publicly traded company (NYSE: BC), and this expansion project will be entirely self-funded.

If you need any additional information concerning the financing of this project please contact me at 847 288 3748 or at daniel.hirsch@lifefitness.com.

Sincerely,

Daniel Hirsch
Controller

Councilmember

introduced the following resolution and moved for its adoption:

RESOLUTION #15-08-201

RESOLUTION CALLING FOR A PUBLIC HEARING BY THE CITY COUNCIL ON THE PROPOSED ADOPTION OF A MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1, THE PROPOSED ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 15 (LIFE FITNESS) THEREIN AND THE ADOPTION OF A TAX INCREMENT FINANCING PLAN THEREFORE, AND THE PROPOSED GRANTING OF A BUSINESS SUBSIDY

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

- 1) Public Hearing. This Council shall meet on August 25, 2015, at approximately 7:00 p.m. to hold a public hearing on the proposed adoption of a Modification to the Development Program for Development District No. 1 and the proposed establishment of Tax Increment Financing District No. 15 (Life Fitness) therein, and the adoption of a Tax Increment Financing Plan therefore, (collectively the “Program and Plan”), and the proposed granting of a business subsidy, all pursuant to and in accordance with Minnesota Statutes, Sections 469.124 to 469.133 and Sections 469.174 to 469.179, and Minnesota Statutes Sections 1161.993 to 1161.995, inclusive, as amended, in an effort to encourage the development and redevelopment of certain designated areas within the City; and
- 2) Notice of Public Hearing and Filing of the Program and Plan. That City staff is authorized and directed to work with Ehlers & Associates, Inc., to prepare the Program and Plan and to forward documents to the appropriate taxing jurisdictions including Anoka County and Independent School District No. 11. The City Administrator is authorized and directed to cause notice of the hearing, together with an appropriate map as required by law, to be published at least once in the official newspaper of the City not later than 10, nor more than 30 days prior to August 25, 2015, and to place a copy of the Program and Plan on file in the City Administrator’s office at City Hall and to make such copy available for inspection by the public.

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 11th day of August, 2015.

Sarah Strommen, Mayor

ATTEST:

Jo Ann M. Thieling, City Clerk

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #15-08-202

RESOLUTION DECLARING THE CITY OF RAMSEY'S SUPPORT OF APPLYING TO THE STATE OF MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT JOB CREATION FUND PROGRAM

WHEREAS, the City of Ramsey, Minnesota (the "City"), desires to assist Brunswick Corporation, a Publicly Traded Corporation, which is proposing to construct an expansion facility in the City; and

WHEREAS, the City of Ramsey understands that Brunswick Corporation, through and with the support of the City, intends to submit to the Minnesota Department of Employment and Economic Development an application for an award and/or rebate from the Job Creation Fund Program; and

WHEREAS, the City of Ramsey held a City Council meeting on August 11, 2015, to consider this matter.

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

- 1) That after due consideration, the Mayor, City Council, and City Administrator of the City of Ramsey, Minnesota, hereby express their approval of the project proposed by Brunswick Corporation and its application for an award and/or rebate from the Job Creation Fund Program.

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 11th day of August, 2015.

Sarah Strommen, Mayor

ATTEST:

Jo Ann M. Thieling, City Clerk

**ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, July 9, 2015, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jim Steffen
 Member Brian Burandt
 Member Philip Brunt
 Member Glen Hardin
 Member Chris Riley
 Member Wayne Skaff
 Member Kristine Williams

Members Absent: None

Also Present: Patrick Brama, Econ. Dev. Mgr/Assistant City Administrator
 Tim Gladhill, Development Services Manager
 Kurt Ulrich, City Administrator

1. CALL TO ORDER

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

2. APPROVE AGENDA

Motion by Member Hardin, seconded by Member Skaff, to approve the agenda.

Motion carried. Voting Yes: Chairperson Steffen, Members Hardin, Skaff, Brunt, Burandt, Riley, and Williams. Voting No: None. Absent: None.

3. APPROVE MINUTES

3.01: Approve Meeting Minutes Dated June 4, 2015

Motion by Member Skaff, seconded by Member Hardin, to approve the June 4, 2015, minutes as presented.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Hardin, Brunt, Burandt, Riley, and Williams. Voting No: None. Absent: None.

4. EDA BUSINESS

4.01: Consider Multiple Actions Related to a Potential Life Fitness Expansion and Redevelopment Project

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Mr. Jason Aarsvold, Ehlers and Associates, and Mr. Mike Mulrooney were at the meeting to answer questions.

Mr. Mulrooney stated there were a few items to consider as it relates to Ramsey. On the TIF side, they need to determine if there is a public purpose for this type of financing. In this case, they are removing blight within the community and that is key to the test of it being a public purpose. This project meets all of those requirements. Under MN law today, they have to deal with the issue of business subsidy and whether or not this business meets that test. The City of Ramsey has their own business subsidy policy and there are four components they need to look at. One is the “but-for” test and without some form of assistance, no business would undertake that project without help. There are a number of costs incurred that are extraordinary with the property and this does meet the “but-for” test.

Mr. Mulrooney stated the second component relates to wages, which must meet paying at least 70 percent of the median wage for the Metro Area. The median wage is \$20.46/hour, which would mean they would have to pay \$14.34/hour for this project and this project will pay over \$16.00/hour. This meets the wage policy. The third component is economic feasibility and this company can take on the responsibility. The City does not have any concerns. The last component is whether the business is in compliance with the business subsidy act of MN and this project does meet that test.

Chairperson Steffen asked if the blight was not on the piece of land would that take the key ingredient out and not make TIF an option. Mr. Aarsvold stated they chose this type of District because of the situation on the ground out there. They talked about a redevelopment district that required more than fifty percent of the buildings to be considered substandard. But because there are only two buildings, one believed to be substandard, it is not more than fifty percent but the removal and renovation is required at thirty percent of the buildings be substandard. He stated they can create the 16 years of increment because the building is considered substandard. If it did not qualify they could still consider that type of district, only with fewer years of tax increment.

Chairperson Steffen asked if they have given any indication when phase two would begin. Economic Dev. Mgr/Assistant City Administrator Brama thought it would be in a year or two.

Chairperson Steffen asked if the demolition would occur immediately after purchase. Economic Dev. Mgr/Assistant City Administrator Brama indicated it was their hope to do that.

Member Riley asked if the value of the old building would remain even if demolished. Mr. Aarsvold explained how they figure the assessment for the TIF District. He stated even if they

were to demolish the property they still need to use the higher base value. Member Riley stated in the short term the City gets an expansion and a cleanup of the site and in the future an expansion on that site as well.

Chairperson Steffen stated he saw no reason not to begin the process because he thought Healthquest was one of the last eyesores in the City and Life Fitness is one of the largest employers in the City.

Motion by Member Skaff, seconded by Member Burandt, to recommend to the City Council adopt Resolution #15-07-171 to call for a public hearing on August 25, 2015, to modify Development District 1, create TIF District 15, and award a business subsidy; to recommend City Council adopt Resolution #15-07-172 declaring the City of Ramsey's support of applying to the State of Minnesota Department of Employment and Economic Development Job Creation Fund program; to direct Staff to accept a business subsidy application from Life Fitness and begin underwriting; and, recommend the City Council execute the LHB contract for State required TIF District analysis; subject to review and amendments by the City Attorney

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Burandt, Brunt, Hardin, Riley, and Williams. Voting No: None. Absent: None.

4.02: Review Future Business Park Infrastructure Analysis Preliminary Report

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Representatives Kevin Kielb and Brian Nemeth from Bolton & Menk made a presentation to the EDA.

Chairperson Steffen thought the presentation was well done and what was needed to move the project move forward. He only wondered how they can compete with a city adjacent to them that is almost giving land away and thought this was something they needed to address.

Member Riley thought this was exactly what they needed. If they add up the phases it comes to \$6.4 million and he wondered if this made sense in thinking this is where they would end up. Economic Dev. Mgr/Assistant City Administrator Brama stated a lot of the costs are covered through development fees. He stated the next question is how they will pay for it. Staff knew this would be expensive and be in the millions and he thought this could be a challenge to overcome.

Chairperson Steffen asked if the amenities needed to be installed before companies will look at this area. Mr. Kielb stated they have a little bit of advantage because they work in other communities and can find out what the other communities are doing. He stated they have to understand what developers are looking for and are saying about other cities and go from there. There is a lot of the infrastructure in place already. He stated they will need to work back and forth between developing and paying for the infrastructure. He thought the first phase was good to go and they could hold off on developing the other phases because he did not think they would need all of the road improvements at this time.

4.03: Business of the Year

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Member Riley thought having a long list and short list is a little too structured. Economic Dev. Mgr/Assistant City Administrator Brama stated the short list has stayed the same and they do roll over candidates from the previous year.

Chairperson Steffen nominated Bolton & Menk because they were one of the first businesses within the COR in 2006. He thought they have done a lot for the City and work well with the City.

Member Skaff nominated Allina because they are a major business within the community and they draw people to the COR. Member Hardin seconded the nomination for Allina.

Member Burandt nominated Zero Zone because they have been a strong partner with Connexus Energy and have been a good business partner.

Chairperson Steffen asked if the EDA has a criteria for the businesses. Economic Dev. Mgr/Assistant City Administrator Brama indicated the criteria are the four questions they sent to the businesses to answer.

Member Brunt concurred with nominating Allina. Member Riley seconded the nomination for Bolton & Menk. Member Williams thought all of the businesses were fine options and she really appreciated what was discussed about Allina in the previous year. She voted for Allina.

The EDA majority concurred to select Allina as the 2015 EDA Business of the Year and direct staff to bring back a case to refresh the larger nomination pool.

Economic Dev. Mgr/Assistant City Administrator Brama asked if there was anything they should add or change to the criteria for next year. Chairperson Steffen stated he would like them to look at community involvement, find a way to score the businesses. He thought they should look at refining this for next year.

Member Williams thought the long list attached is from 2011 and contains several businesses that have already been awarded the Business of the Year designation. She thought it would be helpful to have the last few year's businesses and she would also like to see who the sponsors for the Draw summer event series were. She indicated she liked the questions and giving the businesses the opportunity to answer them. Member Skaff would like to see who the sponsors were at Happy Days as well.

4.04: EDA Updates

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

- Purchase Agreements
 - Casey's
 - PSD LLC
 - GS Land
 - Common Bond
 - 24 Restore
- Prospects
 - Dominion Development
 - Life Fitness
 - 24 Restore
 - Dedicated Networks (possibly a July 30th special EDA meeting)
- Annual Golf Tournament
- Highway 10 Business Advocacy Group, Emmer Visit
- RALF Requests
- COR Signs
- CBRE, multiple items
- EDA Performance Measurements

5. MEMBER / STAFF UPDATE

The EDA reviewed the Staff Update.

City Administrator Ulrich updated the EDA on items happening in the City.

Member Skaff indicated he has seen temporary signage for the Armstrong construction and he wondered if any business has given any indication of a loss of business due to Armstrong being closed. City Administrator Ulrich stated he spoke to Coborn's and they indicated business has been flat which is good. He indicated they tried to sign as best as possible.

Member Skaff asked if construction has been on schedule. City Administrator Ulrich indicated it has been and the weather has been cooperating.

Member Hardin stated as it relates to the Life Fitness case, there was a proposal from LHB and he talked to staff about having the City Attorney review some of the language in the Contract and he wanted to make sure that was going to happen. Economic Dev. Mgr/Assistant City Administrator Brama stated the updated motion did include a review of the amendments by the City Attorney.

6. ADJOURNMENT

Motion by Member Skaff, seconded by Member Hardin, to adjourn the meeting.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Hardin, Brunt, Burandt, Riley, and Williams. Voting No: None. Absent: None.

The regular meeting of the Economic Development Authority adjourned at 9:01 a.m.

Respectfully submitted,

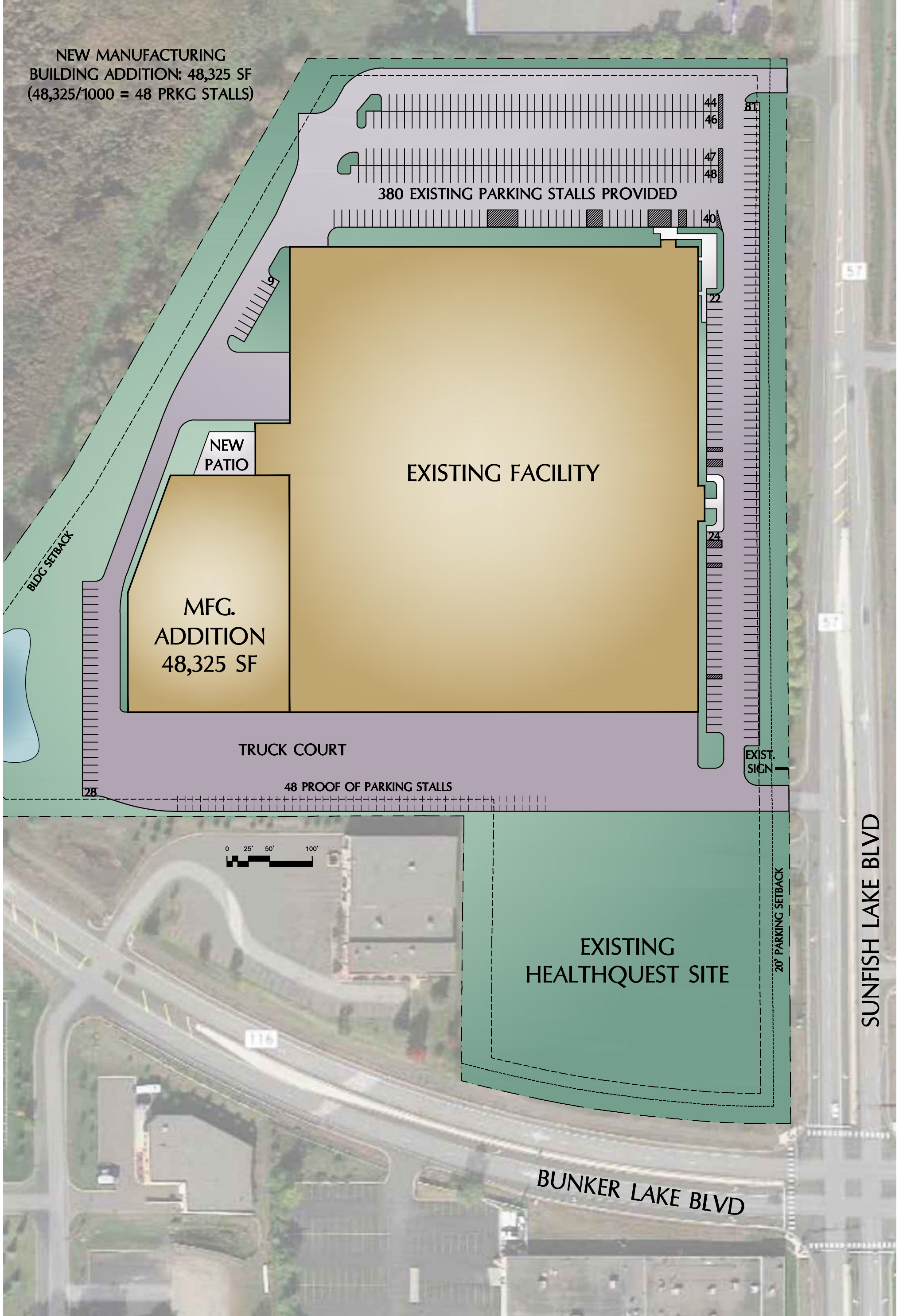
Kurtis G. Ulrich
City Administrator

ATTEST:

Patrick Brama
Econ. Dev. Mgr/Assistant City Administrator

Draft by Sue Osbeck
TimeSaver Off Site Secretarial, Inc.

NEW MANUFACTURING
BUILDING ADDITION: 48,325 SF
(48,325/1000 = 48 PRKG STALLS)



LIFE FITNESS FACILITY EXPANSION

Life Fitness Project

Health Quest Property

Site Acquisition	\$ 450,000.00
Demolition and Clean Up	\$ 71,000.00
Thermal Wells Capping	\$ 46,000.00
Contingency/Other	\$ 75,000.00
<hr/> Sub Total	<hr/> \$ 642,000.00

Expansion #1

Construction Costs	\$ 4,000,000.00
Architect/Engineering/Legal/Permits	\$ 800,000.00
Contingency/Other (15%?)	\$ 200,000.00
<hr/> Sub Total	<hr/> \$ 5,000,000.00



June 23, 2015

Patrick Brama
Economic Development Manger
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Re: Life Fitness expansion project and potential purchase of the Health Quest property

Dear Mr. Brama:

The Life Fitness division of the Brunswick Corporation is proceeding with the planning required to expand our present facility located on Sunfish Lake Boulevard in addition to purchasing the adjacent Health Quest site. Our intention is to build onto our existing facility in the southwest corner with a 48,325 square foot expansion to be used for the manufacturing of our products. The property purchase of the Health Quest site is to acquire this land for future use.

Life Fitness would like to remove the existing Health Quest building and cap the geo thermal wells on the site after the purchase is complete. We would like to investigate all financial incentives that are available to help us finance this property purchase.

Currently, we are in the design phase of this project and expect corporate approval to proceed in mid-July.

Sincerely,

Scott Darsow
VP Global Manufacturing
Life Fitness

14150 SUNFISH LAKE BLVD
RAMSEY, MN 55303

LIFEFITNESS.COM | 763-323-4500

2014 Minnesota Statutes

469.174 DEFINITIONS.

Subd. 10a. **Renewal and renovation district.**

(a) "Renewal and renovation district" means a type of tax increment financing district consisting of a project, or portions of a project, within which the authority finds by resolution that:

(1)(i) parcels consisting of 70 percent of the area of the district are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures; (ii) 20 percent of the buildings are structurally substandard; and (iii) 30 percent of the other buildings require substantial renovation or clearance to remove existing conditions such as: inadequate street layout, incompatible uses or land use relationships, overcrowding of buildings on the land, excessive dwelling unit density, obsolete buildings not suitable for improvement or conversion, or other identified hazards to the health, safety, and general well-being of the community; and

(2) the conditions described in clause (1) are reasonably distributed throughout the geographic area of the district.

(b) For purposes of determining whether a building is structurally substandard, whether parcels are occupied by buildings, streets, utilities, paved or gravel parking lots, or other similar structures, or whether noncontiguous areas qualify, the provisions of subdivision 10, paragraphs (b) through (f), apply.



HANDBOOK FOR MINNESOTA CITIES

**Chapter 15
Community Development and
Redevelopment**

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HANDBOOK FOR MINNESOTA CITIES

Chapter 15 Community Development and Redevelopment

Learn about the requirements for a city to establish criteria for awarding business subsidies and various development agencies cities may create. Find an overview of state and federally sponsored programs for encouraging development and redevelopment. Most economic development tools can be applied to any size city. These tools are interrelated, and a city may use several for one project.

RELEVANT LINKS:

[Minn. Stat. §§ 116J.993 to 116J.995.](#)
[Minn. Stat. § 116J.993, subd. 3.](#)

[Minn. Stat. § 116J.994, subds. 5, 11.](#)
[Minnesota Department of Employment and Economic Development \(DEED\).](#)

[Minn. Stat. § 116J.994, subd. 3.](#)

I. Business subsidies or financial assistance

A. Business subsidies

State law defines “business subsidy” or “subsidy.” It is a state or local government agency grant, contribution of personal property, real property, infrastructure, or the principal amount of a loan at rates below those commercially available to the recipient. In addition, a business subsidy is any reduction or deferral of any tax or any fee, any guarantee of any payment under any loan, lease, or other obligation, or any preferential use of government facilities given to a business in an amount greater than \$150,000.

Prior to awarding a business subsidy of more than \$150,000 (and as defined by law) to any business, a city and any Housing and Redevelopment Authority (HRA), Economic Development Authority (EDA), port authority, and nonprofit created by a local government must hold a public hearing and adopt criteria for awarding business subsidies. The public hearing notice must include a statement that either a resident or a city property owner may file a written complaint with the city if the city does not follow the business subsidy law. Written complaints must be filed within specified timelines. The criteria must include a policy regarding the wages to be paid for any jobs created. Copies of the criteria adopted by cities are found on the Minnesota Department of Employment and Economic Development (DEED) web site.

Once the criteria are established, the grantor and the recipient must enter into subsidy agreements that meet the statutory requirements. The agreement must include an obligation to repay part or the entire subsidy if the recipient does not meet its obligations.

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.

RELEVANT LINKS:

[Minn. Stat. § 116J.993, subd. 3.](#)
[Minn. Stat. § 469.185.](#)

[Minn. Stat. § 116J.994, subd. 11.](#)

[Minn. Stat. § 116J.993, subd. 3.](#)

[Minn. Stat. § 116J.994, subds. 4, 7, 8.](#)

[Minn. Stat. § 116J.994, subd. 2.](#)
[Minn. Stat. § 116J.994, subd. 8.](#)

Types of assistance meeting the definition of a business subsidy include: grants; contributions of real or personal property or infrastructure; the principal amount of a loan at rates below those commercially available to the recipient; any reduction or deferral of any tax or any fee; any guarantee of any payment under any loan, lease or other obligation; or any preferential use of government facilities given to a business.

The law imposes a 180-day statute of limitations on actions to challenge a city after approval of a business subsidy agreement. Citizens or owners of taxable property in a city may bring a civil action against the city for failure to comply with the business subsidy laws. Cities should therefore consult closely with the city attorney before awarding a business subsidy.

There are several exceptions to this definition, including a subsidy of less than \$150,000; subsidies for redevelopment, pollution control and land clean up, housing, industrial revenue bonds, utility property tax abatements and other similar programs.

Recipients must provide grantors with information on their progress toward the goals outlined in the agreement. The goals for increasing jobs or retaining jobs must result in local job creation and job retention. Grantors must submit the annual Minnesota Business Assistance Form (MBAF) to the Department of Employment and Economic Development (DEED) by April 1 each year for each business subsidy agreement. Local government agencies in cities with a population of 2,500 or more must submit an MBAF, regardless of whether they have awarded business subsidies. Local government agencies in cities with a population of 2,500 or less are exempt from filing the MBAF if they have not awarded a subsidy in the past five years.

B. Financial assistance

Cities may offer “financial assistance” in the form of a business loan of more than \$25,000 or a guarantee of \$75,000 or more, but less than \$150,000 required to constitute a business subsidy. If a city offers such financial assistance it must develop criteria and set minimum wage floor levels as prescribed in business subsidy law. Cities granting such financial assistance must submit business assistance reports to the Department of Employment and Economic Development (DEED) within one year of granting the assistance.

RELEVANT LINKS:

[Minn. Stat. § 469.041.](#)

[Minn. Stat. § 469.192.](#)

[Judd Supply Co. v. Merchants & Mfgs. Ins. Co., 448 N.W.2d 895 \(Minn. Ct. App. 1989\).](#)

[Minn. Stat. §§ 469.001 to 469.047.](#)
[Minn. Stat. § 469.003.](#)

[Minn. Stat. § 469.003, subd. 1.](#)

II. City development tools

A. General city development powers

Cities have authority to aid and cooperate in the planning, construction, or operation of economic development, and housing and redevelopment projects. The following is a partial list of actions cities may take, with or without compensation:

- Dedicate, sell, convey, or lease any of its interests in any property or grant easements, licenses, or any other rights or privileges to an HRA.
- Furnish parks, playgrounds, recreational, community education, water, sewer, and drainage facilities or other works adjacent to or in connection with housing and redevelopment projects.

A statutory city, home rule charter city, economic development authority, housing and redevelopment authority, or port authority may make a loan to a business, a for-profit or nonprofit organization, or an individual for any purpose the entity is otherwise authorized to carry out under any of the laws cited.

Private development projects that receive public financial or other assistance will not necessarily become public projects that trigger competitive bidding or other state laws applicable to public works.

B. Housing and redevelopment authorities

The predominant method of delivering and administering housing and redevelopment programs in Minnesota is through a legal public agency, accountable to city government. A city may establish this public agency, which is often the HRA. There are more than 230 HRAs in Minnesota.

1. Elements of an HRA

An HRA is a public corporation with power to undertake certain types of housing and redevelopment or renewal activities. While state legislation conveys authority for housing and redevelopment in each city, it is up to the city council to formally establish an HRA before it can do business and use its powers. Once a council legally establishes an HRA, it may undertake certain types of planning and community development activities on its own with council approval.

To create a housing and redevelopment authority, the city council must, by resolution, make the following findings required by law:

RELEVANT LINKS:

[Minn. Stat. § 469.003, subds. 2, 4.](#)

[Minn. Stat. § 469.004, subds. 1, 2.](#)

[Minn. Stat. § 469.004, subd. 5.](#)

[Minn. Stat. § 469.003, subds. 5, 6.](#)

[24 C.F.R. 964.415.](#)

[Minn. Stat. § 469.003, subd. 7.](#)

[Minn. Stat. § 469.011, subd. 2.](#) [Minn. Stat. § 469.011, subd. 4.](#)

- Substandard, slum or blighted areas that cannot be redeveloped without governmental assistance; or
- A shortage of affordable, decent, safe, and sanitary dwelling accommodations available to low-income individuals and families.

The council must pass this resolution after a public hearing. A copy of this resolution must go to the commissioner of DEED.

2. Area of operation for an HRA

The area of operation of a city HRA is the corporate limits of the city. County and multi-county HRAs operate in areas that include all the political subdivisions within the county or counties, except they may not undertake any project within the boundaries of a city that has not adopted a resolution authorizing the county or multi-county HRA to exercise powers within that city.

Establishment of a county or multi-county HRA precludes the formation of city HRAs, unless the county or multi-county HRA and the commissioner of DEED agree to let the city form one.

3. HRA membership

An HRA consists of up to seven commissioners who are residents of the city. The mayor appoints and the council approves the members who serve five-year, staggered terms. City councilmembers often serve on the HRA. The entire membership of an HRA may consist of councilmembers.

Federal regulations require that at least one eligible resident be a member of a public housing agency board, which may be the HRA, an EDA or other public housing authority (PHA). This rule applies to any public housing agency that holds a public housing annual contributions contract with HUD or that administers Section 8 tenant-based rental assistance. The rule does not apply to state-financed public housing projects or Section 8 project-based assistance. A “small PHA exception” also exists.

The city clerk must file a certificate of appointment for each commissioner of a city HRA and send a certified copy to the commissioner of DEED.

State law allows the HRA to adopt bylaws. Commissioners may accept compensation of up to \$75 for each meeting they attend. Commissioners who are elected officials may receive daily payment for a particular day only if they do not receive any other daily payment for public service on that day. Commissioners who are public employees may not receive daily payment, but may not suffer loss in compensation or benefits as a result of their service.

RELEVANT LINKS:

[Minn. Stat. § 469.012, subd. 1.](#)

[Minn. Stat. § 469.001 – 469.047.](#)
[Minn. Stat. § 469.033, subd. 6.](#)

[Minn. Stat. § 275.70 to 275.74.](#)

[Minn. Stat. § 275.066.](#)

4. HRA powers

An HRA is primarily responsible for the planning and implementation of redevelopment and/or low-rent housing assistance programs within its area of operation. An HRA has all the powers necessary to carry out the state HRA Act, including but not limited to the following powers:

- To sue and be sued.
- To employ staff and an executive director.
- To undertake projects within its area of operation and to provide for the construction, reconstruction, improvement, extension, alteration, or repair of any project or part of a project.
- To sell, buy, own, and lease property by any means necessary, including the power of eminent domain.
- To cooperate with and use state and federal financial assistance programs.
- To develop rehabilitation and code enforcement techniques.
- To issue bonds for any of its corporate purposes backed by the pledge of revenues, grants or other contributions.
- To implement renewal or redevelopment programs using tax increment financing.
- To own, hold, improve, lease, sell or dispose of real or personal property.
- To designate substandard, slum or deteriorating areas needing redevelopment, and unsafe, unsanitary, and overcrowded housing.
- To make necessary expenditures to carry out the purposes of the HRA law.
- To develop and administer an interest reduction program to assist the financing of the construction, rehabilitation, or purchase of low- or moderate-income housing.

5. HRA special assessment and levy authority

HRA power to levy and collect taxes or special assessments is limited to the power provided in state law. Subject to a resolution of consent from the city council an HRA may levy a tax upon all taxable property within the city. (The council may give a consent that covers a series of years if they so choose or council may pass a resolution authorizing an HRA levy for a set amount of time, for example, the entire term of the bonds secured in part by an HRA levy and in part by a city levy.) State law recognizes the distinct nature of HRAs and designates them as “special taxing districts.” The maximum general allowable operational levy of HRAs is 0.0185 percent of the previous year’s estimated market value of all property in the city.

RELEVANT LINKS:

[Minn. Stat. § 469.107.](#)
[Minn. Stat. § 275.066.](#)

[Minn. Stat. § 469.012, subd. 4.](#)
[Minn. Stat. § 469.028.](#)

[Minn. Stat. § 469.015.](#)
[Minn. Stat. § 469.015, subd. 1a.](#)

[Minn. Stat. § 469.033.](#)
[Minn. Stat. § 469.034.](#)

[Minn. Stat. § 469.034, subd. 1.](#)

The city’s estimated market value is available from the county assessor. An HRA raises its own levy because it is a separate political subdivision and not a “local governmental unit.” Therefore, an HRA levy is not subject to levy limits but is subject to the 0.0185 percent market value limit. Levies collected by an HRA must be used only for purposes listed in the HRA Act.

There is crossover between HRA and EDA levies that can be confusing. Typically, EDAs are not authorized to levy taxes under state law. However, many city EDA-enabling resolutions adopt all the powers of an HRA, and then the EDA functions as a special taxing district under state law. If the enabling resolution so allows, the EDA levies a separate tax or “HRA levy” not subject to levy limits or city debt limits—but again subject to the 0.0185 percent of total city market value limit in state law. The city attorney may verify the structure and levy authority of each city’s HRA and/or EDA.

While HRAs have the legal authority to “do whatever is necessary and convenient” to implement redevelopment, they are subject to the ordinances and laws of the city. The city council must approve HRA plans before the housing and redevelopment authority may begin implementation.

6. HRA contracting

All HRA construction work and purchases of equipment, supplies or materials that involve expenditure of more than \$100,000 must be competitively bid. An HRA (and a city) may also use the “best value alternative.” There are limited exceptions to these requirements for emergencies and certain projects, such as parking ramps.

7. HRA financing

Operating funds, capital improvements, and debt retirement expenses for HRA projects may be financed by any one, or combination of, the following methods:

- Federal grants.
- Revenue bonds the HRA or local governing body sells.
- General obligation bonds the local governing body sells.
- Tax increments from redevelopment projects.
- A limited levy for redevelopment projects and planning activities.

When an HRA issues bonds, the revenue generated must be used for the projects financed, or bond costs must be paid from income generated by designated projects.

RELEVANT LINKS:

[Minn. Stat. § 469.003, subs. 4, 6.](#)
[Minn. Stat. § 469.003, subd. 7.](#)

[Minn. Stat. § 469.013.](#)

[Minn. Stat. §§ 469.090 to 469.1082.](#)
[Minn. Stat. § 469.1082, subd. 5.](#)
Minnesota Department of Employment and Economic Development: [The Economic Development Authorities Handbook.](#)

The law states that the principal and interest on bonds are payable exclusively from the income and revenues of the project financed with the proceeds of the bonds, or exclusively from the income and revenues of certain designated projects, whether or not they are financed in whole or in part with the proceeds of the bonds.

8. HRA certifications to state

The following documents relating to the establishment and activities of local HRAs must go to the DEED commissioner:

- Resolution of need.
- Certificates of appointment or reappointment of HRA commissioners.
- Project reports.
- Applications for federal assistance.
- Contracts with federal agencies.
- Redevelopment plans.
- Low rent public housing project and management plans.

In addition, annual financial reports must go to the state auditor.

9. HRA federal certification

In order for a local HRA to use federal Department of Housing and Urban Development (HUD) assistance programs, it must submit a transcript of organizational documents to the HUD area office.

C. Economic development authorities

All cities and townships have authority from the state Legislature to create economic development authorities. The city may consolidate the economic development authority (EDA) with an existing HRA or the city may grant the authority HRA powers. The city council may create an EDA by passing an enabling resolution. Before adopting the enabling resolution, the city must first conduct a public hearing. The enabling resolution establishes a board of commissioners for the EDA. The city council can choose to serve as the EDA board of commissioners or create a board composed of community members. The mayor, with approval of the council, appoints the commissioners. The board may consist of three, five or seven members who serve six-year terms. The board is subject to the open meeting law.

1. EDA levies

RELEVANT LINKS:

[Minn. Stat. § 275.70.](#)

[Minn. Stat. § 275.066.](#)

[Minn. Stat. § 469.192.](#)
[Minn. Stat. §§ 469.090 to 469.1082.](#)
[Minn. Stat. § 469.098.](#)

[Minn. Stat. § 469.101, subs 1, 2.](#)
[Minn. Stat. § 469.101, subd. 1.](#)
[Minn. Stat. § 469.102.](#)

The typical EDA levy is different from the HRA levy discussed above. It is not a levy raised by the EDA—it is a levy set by a city at the request of the EDA.

Basically, the city simply appropriates part of the money the city collects in the general city levy to the EDA. Because the EDA levy is part of the city levy, it is not a “special levy” under state law and thus the EDA levy is subject to the city’s overall levy limit. However, as noted above, many EDA-enabling resolutions adopt all the powers of an HRA. If so, the EDA may levy a separate tax or “HRA levy,” and then the EDA functions as a special taxing district as if it were an HRA and that levy is not subject to levy limits or to city debt limits. An EDA using the levy powers of an HRA is still limited to a levy no more than 0.0185 percent of the total taxable market value in the city.

2. EDA loans

An EDA is authorized to make a loan to a business, a for-profit or nonprofit organization, or an individual. Before taking an action or making a decision which could substantially affect an EDA commissioner's or an employee's financial interests or those of an organization with which the commissioner or an employee is associated, a commissioner or employee of an authority must comply with specific requirements to disclose the conflict and obtain prior approval. Failure to do so may result in criminal charges.

Loans must be for a purpose the EDA is authorized to carry out under the law. An authorized purpose must deal with or contribute to economic or industrial development. EDAs have the ability to use pooled bond reserving. In most development programs, each bond issue is independent of any other bond issue with a separate service or sinking fund account. EDAs, however, may create a single common bond reserve fund. Under this arrangement, each project’s revenues go into a common fund, which in turn pays the bondholders on all projects.

Through this pooling mechanism, the security of each project’s bond increases and borrowing costs decrease as long as the pool has the necessary volume and diversity of cash flow.

3. Other EDA powers

EDAs can acquire property and facilities but cannot issue debt without an election. The city must authorize the issuance of debt in the resolution creating the EDA. In addition, EDAs can create economic development districts but the districts must be contiguous.

RELEVANT LINKS:

[Minn. Stat. §§ 469.048-469.068](#), [Minn. Stat. § 469.053](#).

[Minn. Stat. § 469.050](#),
[Minn. Stat. § 469.051](#).

[Minn. Stat. § 469.051, subd. 2](#).

Current law eliminates the requirements that economic development districts established by EDAs meet the “blight test” under tax increment financing law for redevelopment districts.

EDAs may exercise powers under the housing and redevelopment authority (HRA) law (if a particular EDA enabling resolution includes HRA power) to create a redevelopment project, housing development, or housing project under which a restrictive blight test does not apply. These projects can be used for similar purposes to those of an economic development district under the EDA law.

D. Port authorities

The state Legislature authorizes city creation of port authorities. A port authority is a separate political entity with the right to sue and be sued in its own name and is generally organized to increase commerce in a city. Unlike EDAs and HRAs, a port authority may issue general obligation bonds without holding an election.

Cities establish a port authority by passing an enabling resolution. It may have from three to seven commissioners (two of whom must be on the city council) appointed by the mayor and approved by the city council, unless a different number or procedure is set out in the enabling law. State law governs commissioner pay, vacancies, duties, and port authority by-laws.

A port authority shall annually elect a president or chair, vice-president or vice-chair, treasurer, secretary, and assistant treasurer. A commissioner may not serve as president or chair and vice-president or vice-chair at the same time. The other offices may be held by one commissioner. The offices of secretary and assistant treasurer need not be held by a commissioner.

The treasurer of a port authority must be bonded to faithfully perform these duties:

- Receive and be responsible for port authority money.
- Be responsible for the acts of the assistant treasurer, if appointed.
- Disburse port authority money by check or electronic procedures.
- Keep an account of the source of all receipts, and the nature, purpose, and authority of all disbursements.
- File the authority’s detailed financial statement with its secretary at least once a year at times set by the authority.

RELEVANT LINKS:

[Minn. Stat. § 469.051, subd. 9.](#)

[Minn. Stat. §§ 469.048–469.068.](#)

[Minn. Stat. §§ 469.109 to 469.123.](#)

[Minn. Stat. § 469.110, subd. 11.](#) [Minn. Stat. § 469.111.](#)

[Minn. Stat. § 469.111.](#) [Minn. Stat. § 469.115.](#)

[Minn. Stat. §§ 469.124 to 469.134.](#)

The port authority’s annual detailed financial statement must show all receipts and disbursements, their nature, the money on hand, the purposes to which the money on hand is to be applied, the authority’s credits and assets, and its outstanding liabilities. The authority must examine the statement together with the treasurer’s vouchers. If the authority finds the statement and vouchers correct, it shall approve them by resolution and record the resolution.

State law governs many other aspects of port authorities, including but not limited to use of city property by a port authority, employees, contracts, and audits. The city attorney also acts as the port authority’s attorney.

E. Municipal or area redevelopment agencies

Any rural municipality or group of municipalities may establish a public body, known as a municipal or area redevelopment agency, in and for the area the municipality covers. This law defines municipalities as home rule charter or statutory cities, counties, towns or school districts.

The law includes only rural areas, which generally means all areas that are not within the boundary of any city having a population of 50,000 or more, and not immediately adjacent to urbanized and urbanizing areas with a population density of more than 100 persons per square mile—or areas with an unemployment rate of 6 percent or more. The restrictions limit applicability of the law to rural areas and to the Iron Range.

The establishment of the municipal or area redevelopment agency is similar to the establishment of an HRA. A municipal or area redevelopment agency has similar powers to an HRA.

F. City development districts

Any home rule charter or statutory city may designate development districts within the boundaries of the city. Within these districts, cities may:

- Adopt a development program to acquire, construct, reconstruct, improve, alter, extend, operate, maintain or promote developments aimed at improving the physical facilities, quality of life, and quality of transportation.
- Promote pedestrian skyway systems.
- Install special lighting systems, street signs and street furniture, landscaping of streets and public property, and snow removal systems.

RELEVANT LINKS:

[Minn. Stat. § 469.127.](#)

[Minn. Stat. §§ 469.152 to 469.1655.](#)
[Minn. Stat. § 469.152.](#)

[Minn. Stat. § 469.155, subd. 4.](#)

[Minn. Stat. § 469.153, subd. 2.](#)

[Minn. Stat. § 469.1655.](#)

[Minn. Stat. § 469.155, subd. 14.](#)

The law encourages pedestrian skyway systems, underground pedestrian concourses, people-mover systems, and publicly owned parking structures. It exempts these structures from taxation even when they are attached to privately owned buildings.

G. City industrial development

For the purpose of attracting industrial and commercial development and encouraging local governments to prevent economic deterioration, any home rule charter or statutory city or its redevelopment agency has the power to promote industrial development by:

- Acquiring, constructing, and holding lands, buildings, easements, improvements to lands and buildings, capital equipment, and inventory for industrial projects.
- Issuing revenue bonds and entering into revenue agreements to finance these activities to promote industrial projects.
- Refinancing health care and other facilities.

Under the legislation, cities assist industries in starting operations and use generated revenues to repay the costs. This law is the basis for issuing most industrial revenue bonds.

Industrial projects eligible for assistance include any revenue-producing enterprises engaged in assembling, fabricating, manufacturing, mixing, processing, storing, warehousing, or distributing any products of agriculture, forestry, mining, or manufacturing; or in research and development activity in these fields; or in the manufacturing, creation, or production of intangible property, including any patent, copyright, formula, process, design, know how, format, or other similar item. “Project” also includes any properties designated as a qualified green building and sustainable design project under state law. Eligible projects may include costs related to dewatering activities.

The law prohibits a city from operating any of these projects as a business or in any other manner.

RELEVANT LINKS:

[Minn. Stat. ch. 462C.](#)

[Minn. Stat. § 469.185.](#)
[Minn. Stat. § 465.035.](#)
[A.G. Op. 476-B-2 \(Mar. 2, 1961\).](#)
[City of Pipestone v. Madsen,](#)
287 Minn. 357, 178 N.W.2d
594 (1970).

III. Other development strategies

A. Housing bonds

Cities may use revenue bonds for financing single- and multi-family housing, primarily for the benefit of low- and moderate-income families. The law contains single- and multi-family housing criteria and the specific actions cities must take to comply with the law. Federal law limits the issuance of housing revenue bonds. Bonding authority is allocated by a state formula.

B. Industrial parks

An industrial park is a tract of land suitable for industrial use because of location, topography, proper zoning, availability to utilities, and accessibility to transportation. A single body has administrative control of the tract. In some cities, an industrial park may be little more than a tract of unimproved land, while in other cities it may be totally served by city services and have restrictive building requirements. An industrial park's purpose is to attract industrial development.

Property a city holds for later sale for economic development purposes remains tax exempt for a period of eight years, or until buildings or other improvements that are constructed after acquisition reach one-half occupancy.

Currently, private enterprise creates most new industrial park development by establishing a for-profit community development corporation. A city can cooperate with that corporation through its land-use controls and methods of financing public improvements. Many cities have also established industrial parks complete with streets, water, and sewer, in spite of the possible tax ramifications. The city then sells or leases a portion of the park to a business needing a location for its building.

The law authorizes any city owning lands that are not restricted by deed to convey the lands for nominal consideration, to encourage and promote industry, and to provide employment for citizens. In finding that a conveyance of land for an indoor arena was not within the statute, the attorney general concluded the conveyance must encourage and promote industry and provide employment for citizens. A more direct promotion of industry is necessary, beyond the fact that more potential customers might be in town as a result of athletic contests. However, the courts have upheld the municipal industrial development revenue bond law, discussed subsequently, against the same objection. The city's attorney can best advise the city concerning the legality of a purchase of land for resale.

RELEVANT LINKS:

[Minn. Stat. §§ 469.152 to 469.1655.](#)

For more information, contact [DEED](#) 651.259.7114, 800.657.3858. Main Office: 1st National Bank Building 332 Minnesota Street, Suite E200 Saint Paul, MN 55101-1351.

[Minn. Stat. § 469.184.](#)

[Minn. Stat. §§ 469.174 to 469.1794.](#)

C. Industrial revenue bonds

The municipal industrial development laws help cities attract new commercial and industrial development, and keep existing businesses in the city. The law authorizes the council to issue revenue bonds, and use the proceeds to acquire and construct industrial sites and facilities. The city then leases these facilities to private industry and uses the rental fee proceeds to retire the bonds.

A city may issue industrial revenue bonds, also known as municipal revenue bonds, without public referendum. It cannot pledge the full faith and credit of a community as security for these bonds. Thus, the city may not tax property owners to pay principal and interest on the bonds.

If a city decides to investigate the use of industrial bond financing, it should contact the Department of Employment and Economic Development. The department provides the city with information, advice, and technical assistance. This assistance is important, due to the adoption of federal and state laws allocating issuance authority among the states and their political subdivisions. The commissioner of Securities must approve the project.

D. Commercial rehabilitation

Cities have authority to carry out programs for the rehabilitation of small- and medium-sized commercial buildings. The city must adopt a program ordinance that provides for the adoption of program regulations, including a definition of small- and medium-sized commercial buildings. Loans under the program may be for amounts up to \$200,000. The city may finance the program through the sale of revenue bonds.

E. Tax increment financing (TIF)

Tax increment financing authority is available to most cities. Cities with housing and redevelopment authorities, economic development authorities, port authorities, redevelopment agencies, those cities administering development districts or development projects, or cities exercising port authority powers under a general or special law may use tax increment financing. Amendments to the law, however, may make the use of this development tool more complicated.

RELEVANT LINKS:

Tax increment financing is a funding technique that takes advantage of the increases in tax capacity and property taxes from development or redevelopment to pay upfront public development or redevelopment costs. The difference in the tax capacity and the tax revenues the property generates after new construction has occurred, compared with the tax capacity and tax revenues it generated before the construction, is the captured value. The taxes paid on the captured value are called “increments.” Unlike property taxes, increments are not used to pay for the general costs of cities, counties, and schools. Instead, increments go to the development authority and are used to repay public indebtedness or current costs the city incurred in acquiring the property, removing existing structures or installing public services.

Thus, the property owner in a TIF district continues to pay the full amount of property taxes. TIF involves only the increased property taxes generated within the district. It does not change the amount of property taxes currently derived from the redevelopment area, nor does it directly affect the amount or rate of general ad valorem taxes the city levies. The result of a TIF project is an increased tax base that will benefit all local taxing jurisdictions. Additionally, TIF districts usually spur economic development and redevelopment through creating jobs, removing blight, and providing more affordable housing.

[Minn. Stat. § 469.177, subd. 1.](#)

Amendments to TIF law in 2012, address changes caused by the market value exclusion program. If the market value of a homestead property within a TIF district reduces the homestead market value in the district, the original tax capacity of the TIF district will be reduced by the same amount.

Thus, the tax increment collected by the city will remain the same. If your city has a TIF district with townhouses or condominiums, you may want to verify that valuations are properly adjusted by the county auditor.

[State v. Wicklund, 589 N.W.2d 793 \(Minn. 1999\).](#)

TIF is used to encourage four general types of private development: redevelopment, renovation and renewal, growth in low- to moderate-income housing, and economic development. Public financing using TIF funding for a privately owned facility does not make public space in the facility a public forum for free speech purposes.

A TIF district may involve compact development. Two major conditions must be satisfied:

RELEVANT LINKS:

Minn. Stat. § 469.174. Minn. Stat. § 469.175 subd. 2a. Minn. Stat. § 469.176, subd. 1b. Minn. Stat. § 469.176, subd. 1i. Minn. Stat. § 469.176, subd. 4c. Minn. Stat. § 273.13, subd. 24.

Minn. Stat. § 469.176, subd. 7.

Minn. Stat. § 469.176, subd. 4c.

Minn. Stat. § 469.1761, subd. 2 or 3.

Minn. Stat. § 469.176, subd. 4m.

Minn. Stat. § 469.176, subd. 4m (d).

- Parcels consisting of 70 percent of the area of the district are occupied by buildings or similar structures that are classified as class 3a property under state law. and
- The planned redevelopment or development of the district, when completed, will increase the total square footage of buildings, classified as class 3a under state law, occupying the district by three times or more relative to the square footage of similar buildings occupying the district when the resolution is approved.

In some specific situations, a TIF authority may request inclusion in a tax increment financing district and the county auditor may certify the original tax capacity of a parcel or a part of the following property types:

- Agricultural.
- Private outdoor recreational, open space and park land.
- Rural preserve property.
- Metropolitan agricultural preserves.

The authority to establish or approve a compact development district expired on June 30, 2012.

TIF economic development districts must:

- Request certification of the district no later than June 30, 2012.
- Must begin construction before Jan. 1, 2012, for development of housing.

These districts may not be used to assist housing that is developed to qualify for owner-occupied or rental housing, or similar requirements of other law, if construction of the project begins later than July 1, 2011.

Cities have temporary authority to spend TIF funds to stimulate construction using economic development districts for any type of project if three conditions are met:

- The municipality funds projects that will create new jobs in the state, including construction jobs, and the project otherwise would not have begun before July 1, 2012, without assistance.
- Construction of the project begins no later than July 1, 2012.
- The request for certification is made by June 30, 2012.

For a development consisting of housing, the authority to spend tax increments expires Dec. 31, 2011, and construction must commence before July 1, 2011, except the authority to spend tax increments on market rate housing developments expires July 31, 2012, and construction must commence before Jan. 1, 2012. This temporary authority to spend the tax increment expires Dec. 31, 2012.

RELEVANT LINKS:

[Minn. Stat. § 469.175, subd. 5.](#)

[Minn. Stat. § 469.1771, subds. 1, 2b.](#)

[Minn. Stat. § 469.177, subd. 8. *Lake Superior Paper Indus. v. State*, 624 N.W.2d 254 \(Minn. 2001\). *Brookfield Trade Center, Inc. v. County of Ramsey*, 609 N.W.2d 868 \(Minn. 1998\).](#)

[See Minn. Stat. §§ 469.177, subds. 1b, 11. Minn. Stat. § 469.1771, subd. 1. Minn. Stat. § 469.1793. Minn. Stat. § 469.1814.](#)

[Minn. Stat. § 469.174.](#)

[Minn. Stat. § 469.175.](#)

The city using TIF must report annually to the county board, the county auditor, the school board, and the state auditor as to the status of the TIF district or districts and publish the report. The state auditor has established a uniform system of accounting and financial reporting for TIF districts. The city must annually submit to the state auditor a financial report in compliance with these standards.

The state auditor may audit TIF districts. If the state auditor notifies a TIF authority of an alleged violation, a copy of the notice is also forwarded to the county attorney. If no corrective action is brought within one year, the county attorney must notify the state auditor, who then notifies the attorney general. If the attorney general finds a substantial violation, the attorney general will petition the state tax court to suspend the authority's power to use TIF for a period of up to five years.

The TIF agreement with the developer is a complex document. Assistance from a financial advisor and the city attorney is necessary in order to anticipate the many potential problems. An agreement can establish a minimum market value for tax increment assessment purposes, as well as provide that the developer pay a certain level of taxes regardless of any classification rate changes or levy decreases. The agreement should be entered into before the assembly and acquisition of the land on which the completed improvements are to be located.

The 2001 tax reform legislation, which reduced class rates and provided for the state takeover of the general education levy, resulted in several changes to various statutes to accommodate the changes. These changes considerably reduce the continued viability of TIF in the future.

The law imposes a 180-day statute of limitations on actions to challenge the creation or modification of a TIF district. The law is complex including a "but-for" finding before a city approves a TIF plan and the creation of a TIF district.

Cities must follow statutory requirements including but not limited to administrative expenses, plan modifications, reporting requirements, use of increment in pre-1979 districts, excess increments, pooling, decertification, and use of funds outside the district.

Before a district can be created, the law requires a detailed estimate of the impact of a proposed district on city-provided services, such as police and fire protection, public infrastructure, and borrowing costs attributable to the district, in addition to other complex estimations that must be prepared.

RELEVANT LINKS:

[Walser Auto Sales, Inc. v. City of Richfield](#), 635 N.W.2d 391 (Minn. Ct. App. 2001); [aff'd](#), 644 N.W.2d 425 (Minn. 2002).

[Chenoweth v. City of New Brighton](#), 655 N.W.2d 821 (Minn. Ct. App. 2003).

[Minn. Stat. §§ 469.1812 to 469.1815](#).

Cities should use extreme care in establishing a TIF district and should follow all procedural requirements; otherwise, a court may find the district was not properly established. In one case, a TIF district was not properly established where minimal effort was made to ensure the thorough inspection of the properties, inaccurate methodology was used to establish the condition of the buildings, and the buildings found structurally substandard were not reasonably distributed throughout the district.

In another case, a cause of action for inverse condemnation does not arise where a city's involvement with an adjacent property owner's development consists of establishing a TIF district, entering into a contract with a private developer specifying the size and value of structures to be built, and providing for substantial city assistance to facilitate development.

Given the complexity of the laws governing the use of TIF, cities or HRAs should not undertake this method of financing community development projects without the advice of an attorney and professional consultants.

F. Property tax abatement

A city may use this development tool to segregate some or all of the taxes (or the increase in taxes) it imposes on a parcel of property if the city expects the benefits of the proposed abatement agreement at least to equal the costs of the proposed development. The term "abatement" is somewhat misleading, as in most cases the tax is not forgiven; it is paid normally, but the amount of property tax levied by the city is used to pay for the bonds. The city must determine that the agreement is in the public interest because it will increase or preserve tax base, provide employment opportunities, provide or help acquire or construct public facilities, help redevelop or renew blighted areas, or help provide access to services for residents of the city. Property taxes in a TIF district cannot be abated unless the period of the abatement will not occur until after the district is decertified.

A resolution must be adopted after notice and public hearing, specifying the terms of the abatement.

RELEVANT LINKS:

[Minn. Stat. ch. 462A](#). For more information about [MHFA](#) programs, contact MHFA at 400 Sibley Street Suite 300, St. Paul, MN 55101-1998 (651) 296-7608 or (800) 657-3769.

[Minn. Stat. § 462A.073](#) et seq.
MHFA: [Minnesota City Participation Program](#).

[Minn. Stat. ch. 116J](#).
[Minnesota Department of Employment and Economic Development](#).

A city may issue bonds or other obligations to provide an amount equal to the sum of the abatements granted for a specific property. The maximum principal amount of these bonds may not exceed the estimated sum of the abatements for the property for the years authorized. The bonds may be general obligations of the city if the city council chooses to pledge the full faith and credit of the city in the resolution issuing the bonds. The law limits property tax abatements to 15 years. School districts and counties have similar abatement powers. A city, county, and school district can agree to abate their taxes on the same property.

IV. State-sponsored development tools

A. Minnesota Housing Finance Agency

The goals of the Minnesota Housing Finance Agency (MHFA) are to provide decent, affordable housing to low- and moderate-income people; preserve the existing housing stock in Minnesota; preserve existing neighborhoods and prevent them from deteriorating; and prevent mortgage foreclosures while promoting energy conservation in residential housing.

The Minnesota Legislature created the MHFA in response to a shortage of affordable housing for low- and moderate-income people. Private enterprise and private investment were unable, without public assistance, to provide an adequate supply of safe, sanitary, and decent housing at affordable prices and rents.

The sale of state tax-exempt bonds is the primary financing for MFHA programs. Through the Minnesota City Participation Program, Minnesota Housing sells mortgage revenue bonds on behalf of cities to meet locally identified housing needs. The proceeds of these bonds provide below-market interest rate home mortgage loans for low- and moderate-income, first-time homebuyers, or for the construction or rehabilitation of single- and multi-family housing. Appropriations from the Legislature provide additional funding for programs, including the promotion of energy conservation; an increase in home ownership opportunities for first time homebuyers; home improvement grants to very low-income homeowners; and programs to improve the housing available to Native Americans, large families, and people with disabilities.

B. Department of Employment and Economic Development (DEED)

The Minnesota Department of Employment and Economic Development is the primary development agency for Minnesota.

RELEVANT LINKS:

[Minn. Stat. §§ 116J.411 to 116J.424.](#)
[Minn. Stat. § 116J.575.](#)
See, [Minnesota Department of Employment and Economic Development for Local Government.](#)
[The USDA Development.](#)

[Minn. Stat. § 116J.431.](#)
[Greater Minnesota Business Development Infrastructure Grant Program.](#)

[Minn. Stat. § 116J.431, subd. 2.](#)

[Minn. Stat. § 116J.435.](#)

[Department of Employment and Economic Development: Innovative Business Development Program.](#)

[Minn. Stat. § 116J.435.](#)

DEED staff is responsible for a wide range of grant and loan programs, as well as for providing technical assistance to businesses and communities.

DEED also provides grants for contamination cleanup and redevelopment. A redevelopment account allows DEED to make grants to local units of government up to 50 percent of the cost of redeveloping blighted industrial, residential, or commercial property. DEED administers the rural development program; makes challenge grants to regional organizations to encourage private investment in rural areas; and administers a revolving loan fund to provide loans to new and expanding business in rural Minnesota. Local government units, including cities, may receive these loans if the community has established a local revolving loan fund and can provide at least an equal match to the loan received.

Cities outside the seven-county metropolitan area may receive grants from DEED for up to 50 percent of the capital costs of public infrastructure necessary for certain specified economic development projects, excluding retail and office space. For this program, “public infrastructure” means publicly owned physical infrastructure necessary to support economic development projects, including but not limited to sewers, water supply systems, utility extensions, streets, wastewater treatment systems, stormwater management systems, and facilities for pretreatment of wastewater to remove phosphorus.

Under this law, an “economic development project” for which a county or city may be eligible to receive a grant under this section includes manufacturing; technology; warehousing and distribution; research and development; agricultural processing or industrial park development that would be used by any one of these businesses.

DEED runs the Innovative Business Development Public Infrastructure (BDPI) program that provides grants to local governmental units on a competitive basis statewide for up to 50 percent of the capital cost of the public infrastructure necessary to expand or retain jobs.

"Innovative business" means a business that is engaged in, or is committed to engage in, innovation in Minnesota in one of the following:

- Using proprietary technology to add value to a product, process, or service in a high technology field.
- Researching or developing a proprietary product, process, or service in a high technology field.
- Researching, developing, or producing a new proprietary technology for use in the fields of tourism, forestry, mining, transportation, or green manufacturing.

RELEVANT LINKS:

[Minn. Stat. § 272.02, subd. 64.](#)

[Minn. Stat. ch. 116O.](#)

[Enterprise Minnesota 612-373-2900 or 800-325-3073.](#)
[Minn. Stat. § 116O.061.](#)

[Minn. Stat. § 465.717. Minn. Stat. § 471.59.](#)
[LMC information memo, Liability Coverage for Joint Powers Agreements.](#)

"Proprietary technology" means the technical innovations that are unique and legally owned or licensed by a business and includes, without limitation, those innovations that are patented, patent pending, a subject of trade secrets, or copyrighted. "Eligible project" means an innovative business development capital improvement project in this state, including:

- Manufacturing; technology; warehousing and distribution; research and development.
- Innovative business incubator.
- Agricultural processing; or industrial, office. or
- Research park development that would be used by an innovative business.

DEED administers "tax-free" job opportunity building zones (JOBZ). In each of these zones, businesses will be eligible for a broad range of tax incentives for a period of 12 years. Under the program, local units of government, including cities, must submit applications to DEED and follow all statutory requirements related to JOBZ.

C. Enterprise Minnesota

Enterprise Minnesota is a nonprofit business consulting organization, set up by the Legislature that helps small and medium-sized manufacturing companies, education services, and government entities in Minnesota. Enterprise Minnesota operates as a fee-for-services 501(c) (3) nonprofit.

Enterprise Minnesota focuses on applied research and technology transfer and early stage funding. It may provide financial assistance, including loan guarantees, direct loans, interest subsidies, or equity investments, to sole proprietorships, corporations, other entities, nonprofit organizations, or joint ventures. Financial assistance includes but is not limited to assisting a qualified company or organization with business services and products that will enhance the operations of the entity.

D. Corporations

Cities must not create nonprofit corporations unless authorized to do so by special legislation. The law allows incorporation of a joint powers entity, but these must comply with all applicable public sector laws (open meeting, gift law, conflicts of interest, competitive bidding, etc.) and must be separately insured.

RELEVANT LINKS:

More information is available on the [HUD](#) web site.

For more information, contact [Rural Development State Office](#) 410 Farm Credit Service Building 375 Jackson Street St. Paul, MN 55101-1853, (651) 602-7800; See also, [Handbook, Chapter 25](#).

V. Federal development tools

A. Community development block grants

The Community Development Block Grant (CDBG) program, under the U.S. Department of Housing and Urban Development (HUD), provides cities with federal funding to initiate and continue a diverse array of housing and community development projects.

B. Rural development grants

A variety of grants and loans to encourage economic development are available to cities from the U. S. Department of Agriculture, rural development program. Sewer, water, rural enterprise, housing, and other types of grants and loans are available.

VI. How this chapter applies to home rule charter cities

All of the tools this chapter lists are available to charter cities. The general discussions also apply to all cities.



250 Third Avenue North
Minneapolis, Minnesota 55401
612.338.2029
Fax 612.338.2088
www.LHBcorp.com

June 15, 2015

Patrick J. Brama
Economic Development Manager
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

**PROPOSAL FOR INVESTIGATIVE SERVICES
LIFE FITNESS RENEWAL AND RENOVATION TIF ANALYSIS**

Dear Patrick:

Thank you for the opportunity to submit a proposal for the Life Fitness Renewal and Renovation TIF analysis in Ramsey, Minnesota. LHB is a full-service architecture, planning and engineering firm with 250 employees in our Minneapolis, Duluth and Superior, Wisconsin offices.

Our Government studio has extensive experience working with local governments on their planning, design, architectural and engineering needs. Having been personally involved as a City Council President and Planning Commission Chair, I understand how cities function and the importance of maintaining the support of your appointed and elected officials and community throughout the process.

PREVIOUS EXPERIENCE

LHB has significant experience with a variety of inspection and facility assessment projects, including the analysis of over 100 TIF Districts in the past seven years. Examples include:

- City of Columbia Heights TIF inspection services
- City of St. Paul TIF inspection services
- City of St. Anthony Village, NW Quadrant TIF inspection services
- City of St. Louis Park TIF District inspection services
- City of Mound TIF District “1-2” inspection services
- City of Osseo TIF inspection services
- City of New Richmond, WI TIF inspection services
- Minnesota State Colleges and Universities system facility assessments
- State of Minnesota Facility Assessments
- Property Condition Assessments for the St. Paul Department of Planning and Economic Development (Franklin/Emerald Neighborhood)
- Condition surveys for every DNR facility in the State of Minnesota, 2014

TEAM CREDENTIALS

Michael A. Fischer, AIA, LEED AP - Project Principal/TIF Analyst

Michael has twenty-four years of architectural experience as project principal, project manager, project designer and project architect on municipal planning, educational, commercial and governmental projects. He is a Senior Vice President at LHB and currently leads the Minneapolis office. Michael completed a two-year Bush Fellowship at the Massachusetts Institute of Technology in 1999, earning Masters Degrees in City Planning and Real Estate Development. Michael has served on over 35 committees, boards and community task forces, including a term as a City Council President, Chair of a Metropolitan Planning organization, and most recently, Chair of the Planning Commission in Edina, Minnesota. He was one of four architects in the country to receive the National "Young Architects Citation" from the American Institute of Architects in 1997.

Phil Waugh – Project Manager/TIF Analyst

Phil is a project manager with 13 years of experience in historic preservation, building investigations, material research, and construction methods. He previously worked as a historic preservationist and also served as the preservation specialist at the St. Paul Heritage Preservation Commission. Currently, Phil sits on the Board of Directors for the Preservation Alliance of Minnesota. His current responsibilities include project management of historic preservation projects, performing building condition surveys and analysis, TIF analysis, writing preservation specifications, historic design reviews, writing Historic Preservation Tax Credit applications, preservation planning, and grant writing.

Jonathan Pettigrew, AIA – Inspector

Jonathan Pettigrew has worked in architecture and construction for the last twenty years in Minnesota, California and Washington. His experience includes a variety of commercial and residential project types and scales, from single-family homes to a 300,000 square foot multi-building office complex. He has significant experience in code reviews and building systems inspections and analysis. Jonathan received his Minnesota architect's license in 2004. He brings a strong interest in sustainability and an eye for detail to his work. He enjoys working with clients, consultants and contractors to bring projects together successfully.

Phil Fisher – Inspector

For 35 years, Phil Fisher worked in the field of Building Operations in Minnesota including White Bear Lake Area Schools. At the University of Minnesota he earned his Bachelor of Science in Industrial Technology. He is a Certified Playground Safety Inspector, Certified Plant Engineer, and is trained in Minnesota Enterprise Real Properties (MERP) Facility Condition Assessment (FCA). His FCA training was recently applied to the Minnesota Department of Natural Resources Facilities Condition Assessment project involving over 2,000 buildings.

SCOPE OF SERVICES

LHB will provide the following services based upon the terms and conditions described below.

- 1. Survey the TIF District to determine if it meets applicable coverage test.**
 - A. To meet the coverage test, parcels consisting of 70 percent of the area of the district must be “occupied” by buildings, streets, utilities, or paved or gravel parking lots.
 - B. A parcel is not considered “occupied” unless at least 15% of its total area contains improvements.

- 2. Conduct a visual review of building(s) interior and exterior:**
 - A. Obtain property owner’s consent for inspection.
 - B. Document property conditions relative to Minnesota Statutes Section 469.174 Subdivision 10.

- 3. Estimate building(s) replacement cost:**
 - A. Replacement cost is the cost of constructing a new structure of the same square footage and type on the site.
 - B. A base cost will be calculated by establishing the building class, type and construction quality.
 - C. Identify amenities, which increase the value of the building over the standard construction quality level.
 - D. Review building permits for each parcel.
 - E. The base cost and cost of amenities will be totaled to determine the replacement cost for the property.

- 4. Evaluate building(s) existing condition:**
 - A. “Structurally substandard shall mean containing defects in structural elements or a combination of deficiencies in essential utilities and facilities, light and ventilation, fire protection including adequate egress, layout and condition of interior partitions, or similar factors, which defects or deficiencies are of sufficient total significance to justify substantial renovation or clearance.”

- 5. Determine Building(s) Code Deficiencies:**
 - A. Determine technical conditions, which are not in compliance with current building code applicable to new buildings.
 - B. Provide opinion of probable cost to correct identified deficiencies.
 - C. Compare cost of deficiency corrections to replacement value of building.

- 6. Prepare and deliver report:**
 - A. Prepare a written narrative analysis of the District describing why the property within the District does or does not meet the criteria as “structurally substandard” as established in Minnesota Statutes Section 469.174, subdivision 10.
 - B. Deliver final reports via email PDF.

ASSUMPTIONS

1. LHB will inspect one building on the interior and an exterior analysis of the larger Life Fitness facility. We will evaluate the coverage of three separate parcels. The Client will provide the following:
 - A scalable parcel map and/or aerial photo of the area to be inspected, including GIS information with specific parcel data, including parcel area measured in square feet.
 - A list of all parcels affected including name of owner, current known business or resident name and address.
 - Available information regarding the condition of the structures, including past building permit information, and known code violations.

STANDARD OF CARE

LHB shall perform services consistent with the professional skill and care ordinarily provided by other professionals practicing in the same or similar locality under the same or similar circumstances.

Any report prepared by LHB represents a professional opinion based upon information available and arrived at in accordance with generally accepted professional standards. Other than as contained in the report, LHB makes no express or implied warranty.

Short of complete deconstruction to examine every element at every location, no assessment can reveal all conditions which may exist. Additional testing, assessment, or demolition, may uncover conditions which would make it necessary to modify LHB's conclusions or recommendations.

Any report prepared for the purpose described in this Agreement is for the exclusive use by those to whom the report is addressed. LHB will not and cannot be held liable for the unauthorized reliance upon this report by any third party.

COMPENSATION

We propose to work on an hourly basis with the following key staff:

Project Principal, Michael Fischer (TIF analysis)	\$242/hour
Project Manager	\$140/hour
Project Architect/Inspector	\$120/hour
Project Administrator	\$80/hour

We will work on an hourly basis not to exceed \$3,400 plus reimbursable expenses for a full report outlining the findings for the proposed TIF District.

Payments are due and payable upon receipt of our invoice. Unpaid balances 60-days after invoice date shall bear interest at the rate of 8% annually.

Failure to make timely payment to LHB is a material breach of this Agreement and may, at LHB's sole discretion, result in a suspension or termination of services, and may, at LHB's sole discretion, result in the termination of the Client's limited license authorization to use LHB's copyrighted Instruments of Service.

ADDITIONAL SERVICES

If there is a material change in the circumstances or conditions that affect the scope of work, schedule, allocation of risks or other material terms, LHB shall notify the Client. The Client and LHB shall promptly and in good faith enter into negotiation to address the changed conditions including equitable adjustment to compensation. The fees and costs for any additional services will be based upon LHB's Standard Hourly Rates and Standard Reimbursable Schedule.

SCHEDULE

Normally, the final report will require 30-45 days to complete from the time we are authorized to start. At this time, we should be able to make special arrangements if a more aggressive schedule is required.

CONSEQUENTIAL DAMAGES

LHB and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

LIMIT OF LIABILITY

To the maximum extent permitted by law, the Client agrees to limit LHB's liability for the Client's damages to the sum of Ten Thousand Dollars (\$10,000) or the amount of fee paid to LHB, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

USE OF LHB'S DOCUMENTS

The documents prepared by LHB are solely for use with respect to this project. All documents prepared by LHB pursuant to this Agreement are the instruments of services to the Project and LHB shall retain all common law, statutory and other reserved rights, including copyright. LHB grants to Client a nonexclusive limited license solely for the purposes of evaluating and executing the Project. The Client shall not assign, delegate, sublicense, or otherwise transfer any license granted herein to another party.

To the extent the documents are transferred or are modified, supplemented or otherwise altered by the Client, subsequent design professional, or any other party, the Client agrees to indemnify, defend and hold LHB harmless for any claims, demands, damages or causes of action arising out of such transfer or modification, supplementation or alteration.

OTHER CONDITIONS

The laws of the State of Minnesota shall govern this Agreement. Any provision of this agreement later held to violate a law or regulation shall be deemed void. All remaining provisions shall continue in force.

The Client recognizes that materials prepared by others may be subject to copyright protection and warrants to LHB that any documents provided by the Client do not infringe upon the copyright held by another.

Unless the parties mutually agree otherwise, the parties shall endeavor to settle disputes by mediation. A demand for mediation shall be filed, in writing, within a reasonable period of time after a claim, dispute or other matter in question has arisen.

LHB and the Client, acting through the Client's legal representative, will, to the fullest reasonable extent, cooperate and coordinate efforts in preparing necessary responses to any third party challenges to the inspections. The Client agrees to pay LHB its regular hourly rates for time spent as a result of a third party legal challenge

If the terms and conditions of this Agreement are acceptable, please sign and return a copy to LHB.

CLIENT NAME

LHB, INC.

By: _____
(Signature)

By: MA Fischer
(Signature)

Its: _____
(Title)

Its: Senior Vice President
(Title)

Name: _____
(Printed Name)

Name: Michael A. Fischer, AIA
(Printed Name)



Life Fitness

City of Ramsey

48,325 sq. ft. Manufacturing / Warehouse Expansion

ASSUMPTIONS AND RATES

DistrictType:	Renewal and Renovation	
District Name/Number:		
County District #:		
First Year Construction or Inflation on Value	2015	
Existing District - Specify No. Years Remaining		
Inflation Rate - Every Year:	0.00%	
Interest Rate:	5.50%	
Present Value Date:	1-Aug-16	
First Period Ending	1-Feb-17	
Tax Year District was Certified:	Pay 2016	
Cashflow Assumes First Tax Increment For Development:	2017	
Years of Tax Increment	16	
Assumes Last Year of Tax Increment	2032	
Fiscal Disparities Election [Outside (A), Inside (B), or NA]	Inside(B)	
Incremental or Total Fiscal Disparities	Incremental	
Fiscal Disparities Contribution Ratio	38.5419%	Pay 2015
Fiscal Disparities Metro-Wide Tax Rate	161.6250%	Pay 2015
Maximum/Frozen Local Tax Rate:	108.410%	Pay 2015
Current Local Tax Rate: (Use lesser of Current or Max.)	108.410%	Pay 2015
State-wide Tax Rate (Comm./Ind. only used for total taxes)	50.8400%	Pay 2015
Market Value Tax Rate (Used for total taxes)	0.21266%	Pay 2015

Tax Rates		
Exempt Class Rate (Exempt)		0.00%
Commercial Industrial Preferred Class Rate (C/I Pref.)		
First \$150,000		1.50%
Over \$150,000		2.00%
Commercial Industrial Class Rate (C/I)		2.00%
Rental Housing Class Rate (Rental)		1.25%
Affordable Rental Housing Class Rate (Aff. Rental)		
First \$100,000		0.75%
Over \$100,000		0.25%
Non-Homestead Residential (Non-H Res. 1 Unit)		
First \$500,000		1.00%
Over \$500,000		1.25%
Homestead Residential Class Rate (Hmstd. Res.)		
First \$500,000		1.00%
Over \$500,000		1.25%
Agricultural Non-Homestead		1.00%

BASE VALUE INFORMATION (Original Tax Capacity)

Map #	PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Original Market Value	Tax Year Original Market Value	Property Tax Class	Current Original Tax Capacity	Class After Conversion	After Conversion Orig. Tax Cap.	Area/Phase
	27-32-25-44-0018	Brunswick		666,900	0	666,900	100%	666,900	Pay 2016	C/I	13,338	C/I	13,338	
	27-32-25-44-0019	Brunswick		788,800	5,882,300	6,671,100	100%	6,671,100	Pay 2016	C/I Pref.	132,672	C/I Pref.	132,672	
	27-32-25-44-0012	1st MN Bank		310,300	318,400	628,700	100%	628,700	Pay 2016	C/I Pref.	11,824	C/I	12,574	
				1,766,000	6,200,700	7,966,700		7,966,700			157,834		158,584	

Note:

1. Base values are for pay 2016 and based upon review of County website on 6-1-15.



Life Fitness

City of Ramsey

48,325 sq. ft. Manufacturing / Warehouse Expansion

PROJECT INFORMATION (Project Tax Capacity)														
Area/Phase	New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Total Sq. Ft./Units	Total Taxable Market Value	Property Tax Class	Project Tax Capacity	Project Tax Capacity/Unit	Percentage Completed 2015	Percentage Completed 2016	Percentage Completed 2017	Percentage Completed 2018	First Year Full Taxes Payable	
	Expansion #1	40	40	48,325	1,933,000	C/I	38,660	1	20%	100%	100%	100%	2018	
27-32-25-44-0018	Existing	666,900	666,900	1	666,900	C/I	13,338	13,338	100%	100%	100%	100%	2017	
27-32-25-44-0019	Existing	6,671,100	6,671,100	1	6,671,100	C/I Pref.	132,672	132,672	100%	100%	100%	100%	2017	
27-32-25-44-0012	Existing	628,700	628,700	1	628,700	C/I	12,574	12,574	100%	100%	100%	100%	2017	
TOTAL					9,899,700		197,244							
Subtotal Residential				0	0		0							
Subtotal Commercial/Ind.				48,328	9,899,700		197,244							

Note:

1. Market values are based upon estimates from the county assessor.

TAX CALCULATIONS									
New Use	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
Expansion #1	38,660	14,900	23,760	25,758	24,083	19,655	4,111	73,606	1.52
Existing	13,338	5,141	8,197	8,887	8,309	6,781	1,418	25,395	25,394.63
Existing	132,672	51,134	81,538	88,395	82,646	67,450	14,187	252,678	252,678.04
Existing	12,574	4,846	7,728	8,378	7,833	6,393	1,337	23,940	23,940.02
TOTAL	197,244	76,022	121,222	131,417	122,870	100,279	21,053	375,619	

Note:

1. Taxes and tax increment will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.

WHAT IS EXCLUDED FROM TIF?	
Total Property Taxes	375,619
less State-wide Taxes	(100,279)
less Fiscal Disp. Adj.	(122,870)
less Market Value Taxes	(21,053)
less Base Value Taxes	(105,659)
Annual Gross TIF	25,758



**Life Fitness
City of Ramsey**

48,325 sq. ft. Manufacturing / Warehouse Expansion

TAX INCREMENT CASH FLOW															
% of OTC	Project Tax Capacity	Original Tax Capacity	Fiscal Disparities Incremental	Captured Tax Capacity	Local Tax Rate	Annual Gross Tax Increment	Semi-Annual Gross Tax Increment	State Auditor 0.36%	Admin. at 10%	Semi-Annual Net Tax Increment	Semi-Annual Present Value	PERIOD ENDING Yrs.	Tax Year	Payment Date	
100%	166,316	(158,584)	(2,980)	4,752	108.410%	5,152	2,576	(9)	(257)	2,310	2,188	0.5	2017	02/01/17	
							2,576	(9)	(257)	2,310	4,317	1	2017	02/01/18	
100%	197,244	(158,584)	(14,900)	23,760	108.410%	25,758	12,879	(46)	(1,283)	11,549	14,679	1.5	2018	08/01/18	
							12,879	(46)	(1,283)	11,549	24,763	2	2018	02/01/19	
100%	197,244	(158,584)	(14,900)	23,760	108.410%	25,758	12,879	(46)	(1,283)	11,549	34,578	2.5	2019	08/01/19	
							12,879	(46)	(1,283)	11,549	44,129	3	2019	02/01/20	
100%	197,244	(158,584)	(14,900)	23,760	108.410%	25,758	12,879	(46)	(1,283)	11,549	53,426	3.5	2020	08/01/20	
							12,879	(46)	(1,283)	11,549	62,473	4	2020	02/01/21	
100%	197,244	(158,584)	(14,900)	23,760	108.410%	25,758	12,879	(46)	(1,283)	11,549	71,278	4.5	2021	08/01/21	
							12,879	(46)	(1,283)	11,549	79,848	5	2021	02/01/22	
100%	197,244	(158,584)	(14,900)	23,760	108.410%	25,758	12,879	(46)	(1,283)	11,549	88,188	5.5	2022	08/01/22	
							12,879	(46)	(1,283)	11,549	96,305	6	2022	02/01/23	
100%	197,244	(158,584)	(14,900)	23,760	108.410%	25,758	12,879	(46)	(1,283)	11,549	104,204	6.5	2023	08/01/23	
							12,879	(46)	(1,283)	11,549	111,893	7	2023	02/01/24	
100%	197,244	(158,584)	(14,900)	23,760	108.410%	25,758	12,879	(46)	(1,283)	11,549	119,375	7.5	2024	08/01/24	
							12,879	(46)	(1,283)	11,549	126,657	8	2024	02/01/25	
100%	197,244	(158,584)	(14,900)	23,760	108.410%	25,758	12,879	(46)	(1,283)	11,549	133,745	8.5	2025	08/01/25	
							12,879	(46)	(1,283)	11,549	140,642	9	2025	02/01/26	
100%	197,244	(158,584)	(14,900)	23,760	108.410%	25,758	12,879	(46)	(1,283)	11,549	147,355	9.5	2026	08/01/26	
							12,879	(46)	(1,283)	11,549	153,889	10	2026	02/01/27	
100%	197,244	(158,584)	(14,900)	23,760	108.410%	25,758	12,879	(46)	(1,283)	11,549	160,247	10.5	2027	08/01/27	
							12,879	(46)	(1,283)	11,549	166,436	11	2027	02/01/28	
100%	197,244	(158,584)	(14,900)	23,760	108.410%	25,758	12,879	(46)	(1,283)	11,549	172,458	11.5	2028	08/01/28	
							12,879	(46)	(1,283)	11,549	178,320	12	2028	02/01/29	
100%	197,244	(158,584)	(14,900)	23,760	108.410%	25,758	12,879	(46)	(1,283)	11,549	184,025	12.5	2029	08/01/29	
							12,879	(46)	(1,283)	11,549	189,577	13	2029	02/01/30	
100%	197,244	(158,584)	(14,900)	23,760	108.410%	25,758	12,879	(46)	(1,283)	11,549	194,980	13.5	2030	08/01/30	
							12,879	(46)	(1,283)	11,549	200,239	14	2030	02/01/31	
100%	197,244	(158,584)	(14,900)	23,760	108.410%	25,758	12,879	(46)	(1,283)	11,549	205,357	14.5	2031	08/01/31	
							12,879	(46)	(1,283)	11,549	210,338	15	2031	02/01/32	
100%	197,244	(158,584)	(14,900)	23,760	108.410%	25,758	12,879	(46)	(1,283)	11,549	215,185	15.5	2032	08/01/32	
							12,879	(46)	(1,283)	11,549	219,903	16	2032	02/01/33	
Total							391,520	(1,409)	(39,011)	351,099					
Present Value From 08/01/2016							245,220	(883)	(24,434)	219,903					
Present Value Rate							5.50%								

EXHIBIT A
BUSINESS ASSISTANCE APPLICATION

A. APPLICANT INFORMATION

Name of Corporation/Partnership Brunswick Corporation (Life Fitness)

Address 1 North Field Court, Lake Forest, Illinois 60045-4811 (14100 SUNFISH LAKE BLVD NW, RAMSEY, MN 55303)

Primary Contact Tom Howe, Senior Facilities Manager

Address 10601 West Belmont Avenue, Franklin Park, IL 60131

Phone 847-288-3564 Fax _____ E-mail Tom.howe@lifefitness.com

Type of business assistance requested (select one):

Tax Abatement Tax Increment Financing Revolving Loan Fund Other (checking with DEED)

Have you been, or are you currently, involved in any bankruptcy proceedings or lawsuits related to other development projects with which you have been involved? If yes, please provide an explanation.

Yes No

On a separate sheet, please provide the following:

Attorney Name Mike Ascher

Address 1 N. Field Court Lake Forest IL 60045

Phone 1-847-735-4533 Fax _____ E-mail _____

Contractor Name Bauer Design Build, LLC, Mike Bauer

Address 751 - 7th ST S Ste 100, Delano, MN 55328

Phone (612) 360-3209 Fax _____ E-mail mike.b@bauerdb.com

Engineer Name _____

Address _____

Phone _____ Fax _____ E-mail _____

Architect Name Mohagen/Hansen Architectural Group , Todd Mohagen

Address 1000 Twelve Oaks Center Drive, Suite 200, Wayzata, MN 55391

Phone 952.426.7401 Fax 952.426.7440 E-mail tmohagen@mohagenhansen.com

B. PROJECT INFORMATION

B.1, General

The project will be: (Check all that apply)

- Industrial: (New Construction Redevelopment/Rehab Expansion)
 Office/research facility: (New Construction Redevelopment/Rehab Expansion)
 Commercial: (New Construction Redevelopment/Rehab Expansion)
 Housing: (New Construction Redevelopment/Rehab Expansion)
 Other _____

The project will be: Owner Occupied Leased Space

- If leased space, please attach a list of names and addresses of future tenants and indicate the status of commitments or lease agreements. **Attach as Part 5.**

Project Address Life Fitness (existing site, two parcels)
 14100 SUNFISH LAKE BLVD NW, RAMSEY, MN 55303, 17.12 Acres
 Parcel #1: PID #27-32-25-44-0018, Legal N 486 FT OF LOT 1 BLOCK 1 BRUNSWICK ADDITION
 Parcel #2: PID #27-32-25-44-0019, Legal S 400.01 FT OF LOT 1 BLOCK 1 BRUNSWICK ADDITION

Life Fitness (new site/ current Health Quest)
 4100 SUNFISH LAKE BLVD NW, RAMSEY, MN 55303, 3.0 Acres
 PID #27-32-25-44-0012, LOT 1 BLK 1 GATEWAY NO IND PARK PLAT 3 SUBJ TO EASE OF REC

Include Legal Description and PID number(s). **Attach as Part 6.**
 (done, see above)

Site Plan Attached: Yes No

B.2, Project Narrative

This project includes three individual parcels. The first two parcels, totaling 17.12 acres are currently owned by Life Fitness (Brunswick Corporation). These two contiguous parcels are home to a 280,000 square foot state-of-the-art Life Fitness manufacturing facility. Life Fitness currently employs 300 full-time and nearly 100 part-time people at their Ramsey facility. This facility is responsible for manufacturing Life Fitness (<http://www.lifefitness.com/index.html>) and Hammer Strength (<http://www.lifefitness.com/commercial/hammerstrength.html>) brand exercise equipment. Life Fitness is owned by Brunswick Corporation (<http://www.brunswick.com/>), a publicly traded company based out of Lake Forest, Illinois, with a market capitalization of \$4.88 billion and \$119M in world-wide sales for 2014 (NYSE: BC).

Currently, Life Fitness has space for a 48,250 square foot expansion on their existing Ramsey site. This proposed expansion is referred to as *Expansion #1* and would increase the size of the existing Life Fitness building in Ramsey from 280,000 square feet to 328,500 total square feet.

Life Fitness has indicated *Expansion #1* will result in the creation of 26 new full-time jobs paying a minimum \$16.85 per hour (with an additional \$7.08 of benefits per hour) over the course of two years. The purpose of Expansion #1 is to increase capacity for manufacturing operations.

In addition to *Expansion #1* outlined above, Life Fitness would like to prepare for a second expansion of their Ramsey facility (*Expansion #2*). Because their existing site has no additional space available for an expansion, additional land is required. Life Fitness has targeted a 3.0 acre, bank-owned, parcel located directly south, and adjacent to their existing Ramsey facility for *Expansion #2*. This property is currently home to a 20,000 square foot vacant/ blighted former health club known as Health Quest. It is estimated, acquiring the Health Quest property for *Expansion #2*, will allow for construction of a 50,000-60,000 square foot expansion of the primary Life Fitness facility.

Securing the Health Quest property does result significant redevelopment costs for Life Fitness; including property acquisition \$450,000, demolition and site clean-up \$85,000, and capping of nearly 90 geo-thermal wells \$50,000.

In summary, the proposed project includes: (1) construction of a new \$4M 48,5250 square foot expansion on the existing Life Fitness property in Ramsey; and (2) \$585,000 acquisition and clean-up of the Health Quest property to prepare Life Fitness for their future second expansion in Ramsey.

B.3, Property Taxes

Current Real Estate Taxes on Project Site:	\$7,966.700 Total Market Value
	\$157,834 Tax Capacity
	\$302,012 taxes

Estimated Real Estate Taxes Upon Completion:

Phase 1 (this project, 48,500 SF manufacturing):

	\$9,906.700 Total Market Value
	\$197,384 Tax Capacity
	\$375,885 taxes

Phase 2 (future project, 50,000 SF manufacturing):

	\$11,906,700 Total Market Value
	\$237,384 Tax Capacity
	\$452,042 taxes

Construction Start Date:	On or before, September 16, 2015
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Construction Completion Date	On or before, August 31, 2016
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C. PUBLIC PURPOSE OBJECTIVES

It is the policy of the City and EDA of Ramsey that the business assistance should result in a public benefit as identified in items 1-10 below. Please indicate how the proposed project will accomplish this by checking the appropriate boxes. **Attach additional narrative as Part 7.**

- 1. To encourage redevelopment.
- 2. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits.
- 3. To enhance and/or diversify the City's economic base.
- 4. To encourage additional unsubsidized private (re)development.
- 5. To remove blight and/or encourage (re)development of commercial and industrial areas.
- 6. To create housing opportunities.
- 7. To provide a diversity of housing.
- 8. To provide a variety of family housing ownership alternatives and housing choices.
- 9. To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas.
- 10. To accomplish other public policies which may be adopted such as the promotion of quality urban or architectural design, energy conservation, and decreasing capital and/or operating costs of local government.
 - Utilization of architectural and landscaping techniques that will enable the components of the project to blend with the natural environment.
 - Mitigation of project impact on the natural environment.

Public Purpose Narrative

This proposed project achieves four of the ten public purposes identified in the City of Ramsey's business subsidy application (#1, #2, #3, and #5). In summary, this project removes a blighted property, encourages redevelopment, and creates jobs.

This project removes a 20,000 square foot, blighted, bank-owned, building that has sat vacant, and available for purchase, since 2004 (Health Quest property). In order to develop the Health Quest property, significant redevelopment costs need to be overcome; including: acquisition of a property that carries an existing building (\$450,000), demolition and site clean-up (\$85,000), and capping of 90 geo-thermal wells (\$50,000). Based on discussion with the current Health Quest property owner, and prospects previously interested in the Health Quest property, redevelopment costs outlined above have created a barrier to private market to reuse this property.

Life Fitness has indicated this project will result in the creation of 26 new full-time jobs paying a minimum \$16.85 per hour (with an additional \$7.08 of benefits per hour) over the course of two years.

This project enhances the City of Ramsey's economic base by securing the operation of a Fortune 500 company's manufacturing facility within Ramsey, Minnesota for the foreseeable future (Life Fitness specifically). The Life Fitness facility currently generates significant tax base and jobs (greatest number of jobs and largest facility in Ramsey). Life Fitness is nearly out of space to grow on their existing site in Ramsey. By completing the currently proposed project, the City of Ramsey and Minnesota will see additional significant tax base and job growth into the foreseeable future. By not completing this project, it would be logical for Life

Fitness to consider a new, long-term, location for their manufacturing facility.

D. SOURCES & USES OF FUNDS
Attach additional information as Part 8

<u>SOURCES (Phase 1)</u>	<u>AMOUNT</u>
Bank Loan	\$ _____
Other Loans	\$ _____
Owner Equity	\$ <u>100% Self Funded</u>
Fed Grant/Loan	\$ _____
State Grant/Loan	\$ _____
Industrial Development Bonds	\$ _____
Tax Increment Financing	\$ _____
Tax Abatement	\$ _____
Revolving Loan Fund	\$ _____
Other	\$ _____
TOTAL	\$ <u>100% Self Funded</u>

<u>USES</u>	<u>AMOUNT</u>
Land Acquisition	\$ <u>450,000</u>
Site Development (demo/ clean up)	\$ <u>135,000</u>
Construction	\$ <u>4,000,000</u>
Machinery & Equipment	\$ _____
Architectural/Engineering Fees	\$ _____
Debt Service Reserve	\$ _____
Contingencies	\$ _____
Other	\$ _____
TOTAL	\$ _____

Total Amount of business assistance requested (Revolving Loan Fund, Abatement, Tax Increment Financing or another source): Tax Increment Financing: \$355,640. This will cover demolition, site clean-up, capping of wells, and land acquisition costs (less base value of raw land at \$2.00 psf).

DEED JCF: 5% rebate on capital improvements; and job creation grants.

Will this project be leased or owned by the applicant?: **Owned**

Will you be forming a separate, but affiliated LLC to own the new facility?: **No, it will be the same as the primary building—Brunswick Corporation**

BANK LOAN:

Source of loan(s):

Name of bank: **None, Self-Funded**

Bank address:

Name of contact:

Phone number:

Email:

Terms:

Loan term (years):

Interest rate:

E. ADDITIONAL DOCUMENTATION AND CHECKLIST

Applicants will also be required to provide the following documentation.
All personal financial information will be kept private and confidential.

- 1. ~~Written business plan or a description of the business/ corporation, ownership/ management, date established, products and services, and future plans.~~
- 2. Financial statements for past two years, including profit and loss statements and balance sheets.
- 3. Two year financial projections.
- 4. ~~Personal financial statements of all major shareholders (principals) including the most recent 2 years of tax returns. (If requested.)~~
- 5. Letter of commitment from other sources of financing, stating terms and conditions of their participation in the project (only if third party bank used; if owner funded, statement from Life Fitness or Brunswick needed).
- 6. ~~Application fee of \$7,500 (TIF Analysis, TIF Plan, But for Analysis, Development Agreement). In addition to defraying the cost of staff time, the fee will be used to pay costs associated with processing this request for financial assistance such as legal, engineering and financial analysis. The City reserves the right to stop the processing of the request until additional fees are paid should the original amount be insufficient to pay such costs. That portion which remains unspent, if any, will be returned only if the project is denied approval.~~
- 7. Attach the following documentation:
 - _____ ~~Part 1— Corporation/Partnership Description~~
 - _____ ~~Part 2— List of Shareholders/Partners~~
 - _____ ~~Part 3— Description of Project~~
 - Pending** **Part 4 – But For Analysis (City via Ehlers, future step, redevelopment costs)**
 - _____ ~~Part 5— List of Prospective Lessees (If requested)~~
 - _____ ~~Part 6— Legal Description, Property Identification Numbers, maps of the project area, and project renderings~~
 - _____ ~~Part 7— Public Purpose Narrative~~
 - _____ ~~Part 8— Sources & Uses of Funds— Additional Information~~

The undersigned certifies that all information provided in this application is true and correct to the best of the undersigned’s knowledge. The undersigned authorizes the City and EDA of Ramsey to check credit references, verify financial and other information, and share this information with other political subdivisions as needed. The undersigned also agrees to provide any additional information as may be requested by the City after the filing of this application.

Applicant Name _____ Date _____

By _____

Its _____

Memo

To: Patrick Brama
From: Mike Mulrooney, Development Consultant
CC:
Date: July 11, 2015
Re: Life Fitness Expansion

I have been requested to respond regarding the eligibility of the request from Life Fitness for financial assistance from the City of Ramsey to help the company accomplish a major business expansion.

There are two parts to the proposed business expansion. Phase I involves the construction of an addition to the company's existing building located on Sunwood Drive. The addition is expected to be 48,500 SF in size and will cost in excess of \$4,000,000. This proposed expansion would increase the size of the existing Life Fitness building in Ramsey from 280,000 square feet to 328,500 total square feet and maximize lot coverage. The project will result in the creation of 26 new full-time jobs paying a minimum \$16.85 per hour (with an additional \$7.08 of benefits per hour) over the course of the next two years. The Phase II project involves an additional 50,000 + square feet for manufacturing but can only happen with the acquisition of adjacent property that is currently the home of a vacant building formerly occupied by Health Quest. The building has been vacant since 2004 and is expected to remain in this condition until a suitor can be found who is willing to absorb significant acquisition and redevelopment costs.

The acquisition and redevelopment costs for this site include

1. Property acquisition estimated to be \$450,000;
2. Demolition and site clean-up \$85,000, and;
3. Capping of 90 geo-thermal wells \$50,000.

To offset these costs the company is requesting financial assistance in the form of *Tax Increment Financing*. It is anticipated that this financing would be performance based and would be distributed to the company using a "pay as you go" formula. Given the nature of the assistance and the profile of the project, the requested assistance is being considered a "business subsidy".

The Issue of Business Subsidy

By state law, cities may not grant business subsidies until the grantor has held a public hearing and adopted formal criteria for awarding business subsidies. The criteria must meet legal requirements set out by the Legislature. The City of Ramsey has previously adopted a "Business Subsidy Policy" that meets the requirements imposed by the State of Minnesota.

In Minnesota a "Business Subsidy" means *"a state or local government agency grant, contribution of personal property, real property, infrastructure, the principal amount of a loan at rates below those commercially available to the recipient, any reduction or deferral of any tax or any fee, any guarantee of any payment under any loan, lease, or other obligation, or any preferential use of government facilities given to a business"*.

Ramsey's Business Subsidy Policy contains mandatory criteria including:

1. *The "But For" Test.* There is a substantial likelihood that the project would not go forward without the business subsidy. Given the nature of redevelopment and associated costs Life Fitness has options including leasing or developing the manufacturing project elsewhere where the redevelopment costs would not be incurred. The subsidy insures that the expansion will happen at the identified location.
2. *Wage Policy* – If the project results in the creation of jobs, the wage for the jobs created must be at least equal to 70% of the most recent median wage for the Twin City Metro Region. The current median wage in this region is \$20.49 per hour. Given the current median wage, the minimum threshold to meet the City of Ramsey policy guidelines currently stands at \$14.34 per hour. Jobs projected for this project will pay \$16.85 per hour which meets the City's requirements.
3. *Economic Feasibility* – the recipient must demonstrate to the satisfaction of the City that it has adequate financing for the project and that the project will be completed in a timely fashion. Life Fitness is owned by Brunswick Corporation, a publicly traded company based out of Lake Forest, Illinois, with a market capitalization of \$4.88 billion and \$119M in world-wide sales for 2014. In my opinion, it is highly unlikely that the company cannot secure financing for the project. The project is also slated to begin construction by September of 2015.
4. *Compliance with the Business Subsidy Act* – The project as defined meets the requirements of the Business Subsidy Act.

It is important to note that the Business Subsidy Policy contains the following language: *"The City of Ramsey reserves the right to approve projects and business subsidies which may vary from the principles and criteria set forth in the Business Subsidy Policy"*.

Tax Increment Financing

To receive financial assistance in the form of a business subsidy through tax increment financing, the project must meet at least one of the “public purpose” requirements as defined in the City’s Business Subsidy Policy. Under Minnesota law, the public benefits of economic development, including an increase in tax base, tax revenues, employment, or general economic health, do not by themselves constitute a public purpose. A “public purpose” does however exist when a city or economic development authority undertakes a project that involves the mitigation of blighted property, remediates an environmentally contaminated area or pursues the reduction of abandoned property. In my professional opinion, the project as defined will involve the mitigation of blighted property as well as meeting other public purpose objectives established by the City’s policy and therefore meets the definition of a “public purpose” as defined by state statute. By meeting the “public purpose” test, the project is eligible to be considered for tax increment financing assistance.

I hope this analysis is helpful as the City and the Economic Development Authority evaluate the request from Life Fitness. This is an exciting project and should have a very positive impact on the City of Ramsey.

EXHIBIT A
BUSINESS ASSISTANCE APPLICATION

A. APPLICANT INFORMATION

Name of Corporation/Partnership Brunswick Corporation (Life Fitness)

Address 1 North Field Court, Lake Forest, Illinois 60045-4811 (14150 SUNFISH LAKE BLVD NW, RAMSEY, MN 55303)

Primary Contact Tom Howe, Senior Facilities Manager

Address 10601 West Belmont Avenue, Franklin Park, IL 60131

Phone 847-288-3564 Fax _____ E-mail Tom.howe@lifefitness.com

Type of business assistance requested (select one):

Tax Abatement Tax Increment Financing Revolving Loan Fund Other (checking with DEED)

Have you been, or are you currently, involved in any bankruptcy proceedings or lawsuits related to other development projects with which you have been involved? If yes, please provide an explanation.

Yes No

On a separate sheet, please provide the following:

Attorney Name Mike Ascher

Address 1 N. Field Court Lake Forest IL 60045

Phone 1-847-735-4533 Fax _____ E-mail _____

Contractor Name Bauer Design Build, LLC, Mike Bauer

Address 751 - 7th ST S Ste 100, Delano, MN 55328

Phone (612) 360-3209 Fax _____ E-mail mike.b@bauerdb.com

Engineer Name _____

Address _____

Phone _____ Fax _____ E-mail _____

Architect Name Mohagen/Hansen Architectural Group , Todd Mohagen

Address 1000 Twelve Oaks Center Drive, Suite 200, Wayzata, MN 55391

Phone 952.426.7401 Fax 952.426.7440 E-mail tmohagen@mohagenhansen.com

B. PROJECT INFORMATION

B.1, General

The project will be: (Check all that apply)

- Industrial: (New Construction Redevelopment/Rehab Expansion)
 Office/research facility: (New Construction Redevelopment/Rehab Expansion)
 Commercial: (New Construction Redevelopment/Rehab Expansion)
 Housing: (New Construction Redevelopment/Rehab Expansion)
 Other _____

The project will be: Owner Occupied Leased Space

- If leased space, please attach a list of names and addresses of future tenants and indicate the status of commitments or lease agreements. **Attach as Part 5.**

Project Address Life Fitness (existing site, two parcels)
 14150 SUNFISH LAKE BLVD NW, RAMSEY, MN 55303, 17.12 Acres
 Parcel #1: PID #27-32-25-44-0018, Legal N 486 FT OF LOT 1 BLOCK 1 BRUNSWICK ADDITION
 Parcel #2: PID #27-32-25-44-0019, Legal S 400.01 FT OF LOT 1 BLOCK 1 BRUNSWICK ADDITION

Life Fitness (new site/ current Health Quest)
 14100 SUNFISH LAKE BLVD NW, RAMSEY, MN 55303, 3.0 Acres
 PID #27-32-25-44-0012, LOT 1 BLK 1 GATEWAY NO IND PARK PLAT 3 SUBJ TO EASE OF REC

Include Legal Description and PID number(s). **Attach as Part 6.**
 (done, see above)

Site Plan Attached: Yes No

B.2, Project Narrative

This project includes three individual parcels. The first two parcels, totaling 17.12 acres are currently owned by Life Fitness (Brunswick Corporation). These two contiguous parcels are home to a 280,000 square foot state-of-the-art Life Fitness manufacturing facility. Life Fitness currently employs 300 full-time and nearly 100 part-time people at their Ramsey facility. This facility is responsible for manufacturing Life Fitness (<http://www.lifefitness.com/index.html>) and Hammer Strength (<http://www.lifefitness.com/commercial/hammerstrength.html>) brand exercise equipment. Life Fitness is owned by Brunswick Corporation (<http://www.brunswick.com/>), a publicly traded company based out of Lake Forest, Illinois, with a market capitalization of \$4.88 billion and \$119M in world-wide sales for 2014 (NYSE: BC).

Currently, Life Fitness has space for a 48,250 square foot expansion on their existing Ramsey site. This proposed expansion is referred to as *Expansion #1* and would increase the size of the existing Life Fitness building in Ramsey from 280,000 square feet to 328,500 total square feet.

Life Fitness has indicated *Expansion #1* will result in the creation of 26 new full-time jobs paying a minimum \$16.85 per hour (with an additional \$7.08 of benefits per hour) over the course of two years. The purpose of Expansion #1 is to increase capacity for manufacturing operations.

In addition to *Expansion #1* outlined above, Life Fitness would like to prepare for a second expansion of their Ramsey facility (*Expansion #2*). Because their existing site has no additional space available for an expansion, additional land is required. Life Fitness has targeted a 3.0 acre, bank-owned, parcel located directly south, and adjacent to their existing Ramsey facility for *Expansion #2*. This property is currently home to a 20,000 square foot vacant/ blighted former health club known as Health Quest. It is estimated, acquiring the Health Quest property for *Expansion #2*, will allow for construction of a 50,000-60,000 square foot expansion of the primary Life Fitness facility.

Securing the Health Quest property does result significant redevelopment costs for Life Fitness; including property acquisition \$450,000, demolition and site clean-up \$85,000, and capping of nearly 90 geo-thermal wells \$50,000.

In summary, the proposed project includes: (1) construction of a new \$4M 48,5250 square foot expansion on the existing Life Fitness property in Ramsey; and (2) \$585,000 acquisition and clean-up of the Health Quest property to prepare Life Fitness for their future second expansion in Ramsey.

B.3, Property Taxes

Current Real Estate Taxes on Project Site: \$7,966.700 Total Market Value
 \$157,834 Tax Capacity
 \$302,012 taxes

Estimated Real Estate Taxes Upon Completion:

Phase 1 (this project, 48,500 SF manufacturing):
 \$9,906.700 Total Market Value
 \$197,384 Tax Capacity
 \$375,885 taxes

Phase 2 (future project, 50,000 SF manufacturing):
 \$11,906,700 Total Market Value
 \$237,384 Tax Capacity
 \$452,042 taxes

Construction Start Date: On or before, September 16, 2015

Construction Completion Date On or before, August 31, 2016

C. PUBLIC PURPOSE OBJECTIVES

It is the policy of the City and EDA of Ramsey that the business assistance should result in a public benefit as identified in items 1-10 below. Please indicate how the proposed project will accomplish this by checking the appropriate boxes. **Attach additional narrative as Part 7.**

- 1. To encourage redevelopment.
- 2. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits.
- 3. To enhance and/or diversify the City's economic base.
- 4. To encourage additional unsubsidized private (re)development.
- 5. To remove blight and/or encourage (re)development of commercial and industrial areas.
- 6. To create housing opportunities.
- 7. To provide a diversity of housing.
- 8. To provide a variety of family housing ownership alternatives and housing choices.
- 9. To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas.
- 10. To accomplish other public policies which may be adopted such as the promotion of quality urban or architectural design, energy conservation, and decreasing capital and/or operating costs of local government.
 - Utilization of architectural and landscaping techniques that will enable the components of the project to blend with the natural environment.
 - Mitigation of project impact on the natural environment.

Public Purpose Narrative

This proposed project achieves four of the ten public purposes identified in the City of Ramsey's business subsidy application (#1, #2, #3, and #5). In summary, this project removes a blighted property, encourages redevelopment, and creates jobs.

This project removes a 20,000 square foot, blighted, bank-owned, building that has sat vacant, and available for purchase, since 2004 (Health Quest property). In order to develop the Health Quest property, significant redevelopment costs need to be overcome; including: acquisition of a property that carries an existing building (\$450,000), demolition and site clean-up (\$85,000), and capping of 90 geo-thermal wells (\$50,000). Based on discussion with the current Health Quest property owner, and prospects previously interested in the Health Quest property, redevelopment costs outlined above have created a barrier to private market to reuse this property.

Life Fitness has indicated this project will result in the creation of 26 new full-time jobs paying a minimum \$16.85 per hour (with an additional \$7.08 of benefits per hour) over the course of two years.

This project enhances the City of Ramsey's economic base by securing the operation of a Fortune 500 company's manufacturing facility within Ramsey, Minnesota for the foreseeable future (Life Fitness specifically). The Life Fitness facility currently generates significant tax base and jobs (greatest number of jobs and largest facility in Ramsey). Life Fitness is nearly out of space to grow on their existing site in Ramsey. By completing the currently proposed project, the City of Ramsey and Minnesota will see additional significant tax base and job growth into the foreseeable future. By not completing this project, it would be logical for Life

Fitness to consider a new, long-term, location for their manufacturing facility.

D. SOURCES & USES OF FUNDS
Attach additional information as Part 8

<u>SOURCES (Phase 1)</u>	<u>AMOUNT</u>
Bank Loan	\$ _____
Other Loans	\$ _____
Owner Equity	\$ <u>100% Self Funded</u>
Fed Grant/Loan	\$ _____
State Grant/Loan	\$ _____
Industrial Development Bonds	\$ _____
Tax Increment Financing	\$ _____
Tax Abatement	\$ _____
Revolving Loan Fund	\$ _____
Other	\$ _____
TOTAL	\$ <u>100% Self Funded</u>

<u>USES</u>	<u>AMOUNT</u>
Land Acquisition	\$ <u>450,000</u>
Site Development (demo/ clean up)	\$ <u>135,000</u>
Construction	\$ <u>4,000,000</u>
Machinery & Equipment	\$ _____
Architectural/Engineering Fees	\$ _____
Debt Service Reserve	\$ _____
Contingencies	\$ _____
Other	\$ _____
TOTAL	\$ _____

Total Amount of business assistance requested (Revolving Loan Fund, Abatement, Tax Increment Financing or another source): Tax Increment Financing: \$355,640. This will cover demolition, site clean-up, capping of wells, and land acquisition costs (less base value of raw land at \$2.00 psf).

DEED JCF: 5% rebate on capital improvements; and job creation grants.

Will this project be leased or owned by the applicant?: **Owned**

Will you be forming a separate, but affiliated LLC to own the new facility?: **No, it will be the same as the primary building—Brunswick Corporation**

BANK LOAN:

Source of loan(s):

Name of bank: **None, Self-Funded**

Bank address:

Name of contact:

Phone number:

Email:

Terms:

Loan term (years):

Interest rate:

E. ADDITIONAL DOCUMENTATION AND CHECKLIST

Applicants will also be required to provide the following documentation.
All personal financial information will be kept private and confidential.

- 1. ~~Written business plan or a description of the business/ corporation, ownership/ management, date established, products and services, and future plans.~~
- 2. Financial statements for past two years, including profit and loss statements and balance sheets.
- 3. Two year financial projections.
- 4. ~~Personal financial statements of all major shareholders (principals) including the most recent 2 years of tax returns. (If requested.)~~
- 5. Letter of commitment from other sources of financing, stating terms and conditions of their participation in the project (only if third party bank used; if owner funded, statement from Life Fitness or Brunswick needed).
- 6. ~~Application fee of \$7,500 (TIF Analysis, TIF Plan, But for Analysis, Development Agreement). In addition to defraying the cost of staff time, the fee will be used to pay costs associated with processing this request for financial assistance such as legal, engineering and financial analysis. The City reserves the right to stop the processing of the request until additional fees are paid should the original amount be insufficient to pay such costs. That portion which remains unspent, if any, will be returned only if the project is denied approval.~~
- 7. Attach the following documentation:
 - _____ ~~Part 1— Corporation/Partnership Description~~
 - _____ ~~Part 2— List of Shareholders/Partners~~
 - _____ ~~Part 3— Description of Project~~
 - Pending** **Part 4 – But For Analysis (City via Ehlers, future step, redevelopment costs)**
 - _____ ~~Part 5— List of Prospective Lessees (If requested)~~
 - _____ ~~Part 6— Legal Description, Property Identification Numbers, maps of the project area, and project renderings~~
 - _____ ~~Part 7— Public Purpose Narrative~~
 - _____ ~~Part 8— Sources & Uses of Funds— Additional Information~~

The undersigned certifies that all information provided in this application is true and correct to the best of the undersigned’s knowledge. The undersigned authorizes the City and EDA of Ramsey to check credit references, verify financial and other information, and share this information with other political subdivisions as needed. The undersigned also agrees to provide any additional information as may be requested by the City after the filing of this application.

Applicant Name _____ Date _____

By _____

Its _____

SCHEDULE OF EVENTS

RAMSEY ECONOMIC DEVELOPMENT AUTHORITY AND THE CITY OF RAMSEY ANOKA COUNTY, MINNESOTA

FOR THE MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1

AND FOR THE ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 15 (LIFE FITNESS) (a renewal and renovation district)

AND THE AWARDING OF A BUSINESS SUBSIDY

Draft as of July 22, 2015

- | | |
|-------------------|--|
| August 10, 2015 | Project information (property identification numbers and legal descriptions, detailed project description, maps, but/for statement, and list of sources and uses of funds) for drafting necessary documentation sent to Ehlers. Ehlers confirms with the City whether building permits have been issued on the property to be included in the TIF District. |
| August 10, 2015 | Ehlers confirms with the City whether building permits have been issued on the property to be included in TIF District No. 15 (Life Fitness). |
| August 11, 2015 | City Council calls for a public hearing on the proposed modification to the Development Program for Development District No. 1, the proposed establishment of TIF District No. 15 (Life Fitness), and the granting of a business subsidies agreement. |
| N/A | Project information submitted to the County Board for review of county road impacts (at least 45 days prior to public hearing). <i>*The County Board, by law, has 45 days to review the TIF Plan to determine if any county roads will be impacted by the development. Because the City staff believes that the proposed tax increment financing district will not require unplanned county road improvements, the TIF Plan will not be forwarded to the County Board 45 days prior to the public hearing. Please be aware that the County Board could claim that tax increment should be used for county roads, even after the public hearing</i> |
| August 21, 2015 | Fiscal/economic implications received by School Board Clerk and County Auditor (at least 30 days prior to public hearing). <i>[Ehlers will fax & mail on or before August 21, 2015]</i> |
| August 31, 2015 | Ehlers conducts internal review of the Program Modification and TIF Plan. |
| September 3, 2015 | Planning Commission reviews the Program Modification and TIF Plan to determine if they are in compliance with City's comprehensive plan and adopts a resolution approving the Program and Plan. |
| September 3, 2015 | EDA adopts a resolution recommending the Program Modification, the TIF Plan, and the granting of a business subsidies agreement. |

SCHEDULE OF EVENTS – PAGE TWO

RAMSEY ECONOMIC DEVELOPMENT AUTHORITY AND THE CITY OF RAMSEY ANOKA COUNTY, MINNESOTA

FOR THE MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1

AND FOR THE ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 15 (LIFE FITNESS) (a renewal and renovation district)

AND THE AWARDING OF A BUSINESS SUBSIDY

- September 4, 2015 Date of publication of TIF public hearing notice with map and hearing notice concerning a business subsidies agreement (at least 10 days but not more than 30 days prior to hearing). *[Ehlers will e-mail notice & map to the Anoka County Union on or before August 31, 2015 to publicnotice@ecm-inc.com]*
- September 22, 2015 City Council opens public hearing at 7:00 p.m. on the modification to the Development Program for Development District No. 1 and the establishment of Tax Increment Financing District No. 15 (Life Fitness). *[Ehlers will email Council packet information to the City on or before September 15, 2015.]*
- City Council passes a resolution approving the Program Modification and TIF Plan.
- City Council passes a resolution authorizing an interfund loan in connection with TIF District No. 15 (Life Fitness).
- City Council approves a business subsidies agreement.
- September 23, 2015 City can issue building permits.
- _____ Ehlers files Program Modification and TIF Plan with the MN Department of Revenue, OSA and Anoka County.



Job Creation Fund

Office of Business Finance
Business & Community Development Division

Job Creation Fund Benefits Explained

If you are considering Minnesota for expansion, the Minnesota Job Creation Fund Program (JCF) can provide financial benefits to facilitate the project. JCF is a pay-for-performance program that provides financial benefits after job creation **and** capital investment thresholds have been met. Once a business is approved as a JCF business, it receives an Award Letter from DEED noting the projected award benefit which is based on the best case scenario as defined in the application. This scenario considers only the eligible capital investment and job creation that occurred on or after the date the business is approved as a JCF business.

Once a business meets the \$500,000 capital investment **and** 10 full-time job creation thresholds, it is eligible to request JCF benefits using a *JCF Report Form*. This document will help businesses understand the information needed to receive the JCF benefits. If the project is considered a retention project or a Mega Project, please contact JCF program staff due to the unique project requirements.

Capital Investment Rebate

What costs are eligible for a Capital Investment Rebate?

A qualified Minnesota JCF Business is eligible for a capital investment rebate on the purchases and services used for real property (i.e., fixed property and generally not furniture, fixtures or equipment) improvements. The rebate applies to purchases made by the qualified Minnesota JCF business or a contractor hired to perform work or services at the project location.

Expenditures made by a third-party business (e.g. tenant improvements) are eligible only if expenditures are reimbursed directly by the qualified JCF business as they are paid. The capital investment rebate **does not** include costs associated with acquiring real property.

Eligible costs are construction materials, services, and supplies used for or consumed in the project generally include:

- A. Building construction costs
- B. Construction labor & materials
- C. External Site Preparation when property is owned by the JCF business, related parent company or lease to own.
- D. Real property tenant improvements in leasing scenarios
- E. Rehabilitation / Remodel
- F. Eligible soft costs directly related to construction like architect and engineering fees

Depending on the ownership of the property and JCF business, actual eligible costs may vary and other requirements may apply:

- For businesses that have a **related parent company that will own 100% of the building**, the business must provide a long-term lease in addition to other legal documents noting the related relationship between the lessor and lessee.
- For businesses with **lease to own agreements**, the transfer of ownership to the JCF business must occur within one (1) year following the issuance of the final certificate of occupancy is obtained on the project. Situations that transfer ownership after this date will be considered a lease scenario.
- For businesses **leasing an entire building** from an unrelated party, a copy of the executed lease demonstrating the real property improvements associated with the recipient's occupancy as a paid line item within the lease agreement. Only the real property improvements paid by the JCF business within the JCF contract term will be eligible for rebate. The building shell and external site improvements are not eligible.
- For businesses **leasing a portion of a building** from a related or unrelated party, a copy of the executed lease demonstrating the real property improvements associated with the recipient's occupancy as a line item within the lease agreement. Only the real property improvements paid by the JCF business the JCF contract term will be eligible for rebate. Common areas used by multiple tenants are ineligible for capital investment rebate.
- For leasing scenarios, expenditures related to the JCF occupancy are eligible once they are paid by the JCF business as an upfront expense or periodically through such contractual documents as a lease. Any costs paid by the JCF business after the JCF term is complete are ineligible for a rebate.

How to Document Capital Investment?

To access JCF capital investment benefits, the JCF business must submit the proper documentation to DEED including the *JCF Report Form* and supporting documents. The business must provide:

- A. Sworn Construction Statement
- B. Copies of invoices for "Eligible Soft Costs"
- C. AIA Certificate of Substantial Completion (Form G704)
- D. Certificate of Occupancy issued by the local municipality
- E. Other documents may be necessary depending on the nature of the project and documents submitted.

Job Creation Award

What jobs are eligible for an award?

A qualified Minnesota JCF Business is eligible for an **annual** award for each new job **created** and **maintained** by the business at the project site. For a NEW full-time Employee position to be considered **eligible** for a payment in a given 12-month period, it **must** meet the following:

- A. The NEW full-time Permanent position did not exist prior to the JCF award and is filled by an employee who began work in the position at the Project Site on or after the Benefit Date (i.e., not a contracted employee) and is scheduled to work at least 2,080 hours.
- B. Full-time Employees may include NEW positions that are filled by staff that worked:
 - 1,040 or fewer hours annually for the JCF business prior to full-time employment, or
 - full-time for the JCF business outside Minnesota but the position was transferred to the JCF site. Jobs relocated to the site from other JCF business Minnesota locations are not eligible.
- C. The JCF business must maintain the NEW full-time permanent position for a minimum period of not less than one (1) year to receive the annual award. Any NEW full-time permanent position vacant for more than 90 days during the reporting year is not eligible for a rebate.
- D. Employee must be paid total compensation of at least \$12.61 per hour, adjusted annually on January 1 as of the reporting date (\$12.82 in 2016). This number equates to 110% of the federal poverty level of a family of four as determined by the U.S. Health and Human Services Department. The benefits in addition to wages that include statutory required benefits as FICA, unemployment insurance and workers' compensation.
- E. All new jobs generally must be in addition to existing job totals in Minnesota. New job creation will be compared to pre-JCF base employment levels noted in the Business Subsidy Agreement.

What are the wage requirements for the different award levels?

As of January 1, 2015, the award schedule for these NEW full-time employee positions is as follows:

2015 Annual Total Cash Wage	2014 Annual Total Cash Wage	Award Schedule
\$26,335 - \$35,450	\$26,000 - \$35,000	\$1,000
\$35,450 - \$45,579	\$35,000 - \$45,000	\$2,000
\$45,579 +	\$45,000 +	\$3,000

*Cash Wage means the hourly cash wage the employee is paid.

How to Document the Job Creation?

JCF businesses need to submit the *JCF Report Form* and necessary company payroll records to document timing and compensation of the NEW full-time employee positions to receive an award. Each job has been in place and filled for at least one (1) year since the business received Minnesota JCF designation. DEED may also request additional information as deemed necessary by DEED.

Thank you for expanding in Minnesota. Please call Emily Johnson (651-259-7450) or Tom Washa (651-259-7483) if you have any questions about the Job Creation Fund program.

Job Creation Fund (JCF) Program Application

APPLICATION PROCEDURES

The Job Creation Fund (JCF) Program provides job creation awards and capital investment rebates to designated businesses that retain or create high-paying, full-time permanent jobs and invest in real property improvements. The program is available statewide for manufacturing, distribution, warehousing, and other eligible business activities.

Applications are accepted on a year-round basis as funds are available.

To become a designated JCF business and receive benefits, a business must work in conjunction with the local government where the JCF business will be located. A JCF application must be completed and submitted to the Department of Employment and Economic Development (DEED) by the local government. Step-by-step instructions are listed below and applications may be submitted by mail or email to:

Emily Johnson
Program Manager – Job Creation Fund
332 Minnesota Street, Suite E200
St. Paul, MN 55101
Emily.a.johnson@state.mn.us

Completing the Job Creation Fund (JCF) Program Application: Step-by-Step Instructions

In consultation with DEED, the local government will make a preliminary determination about whether a business meets the minimum program requirements. Use the Job Creation Fund Eligibility and Application Checklist on the program website for guidance. If a business is potentially eligible, the following steps are completed:

1. The business provides the information to the local government needed to complete JCF Application. A local government resolution in support of the project must be included. Local officials must submit the application to DEED.
2. DEED evaluates the application and notifies the local government and business of approval or denial. If approved, DEED will formally designate the business as a JCF business and determine a job creation award and/or capital investment rebate amount. Awards and/or rebates of \$500,000 or more require DEED to hold a public hearing.
3. Jobs created and/or capital investment expenditures may be counted after the business is formally notified by DEED that it has been designated as a JCF business.
4. DEED will draft a business subsidy agreement specifying the award and/or rebate to be provided after required job creation and capital investment goals are met. The JCF business and the DEED commissioner sign the business subsidy agreement.
5. The local government will assist the business with submitting required annual progress reports, payment request documentation, and other information requested by DEED. The local government will also provide information on annual changes in wage requirements.

JOB CREATION FUND PROGRAM APPLICATION

SECTION 1 - LOCAL GOVERNMENT AND BUSINESS APPLICANT INFORMATION

Local Government Project Sponsor:	Local Government Contact Name and Title:
Email:	Telephone:
Address:	City/State/Zip:

Business Legal Name:	Parent Company Name (if applicable):
Mailing Address:	City/State/Zip:
Street Address for Project Applying for JCF (JCF Project):	City/State/Zip for JCF Project:
Primary Business Contact and Title:	E-mail:
Website:	Telephone:
Minnesota Tax ID:	FEIN:
NAICS Code:	Primary Business Activity for Proposed Project:

SECTION 2 - PROJECT OVERVIEW

<p>Project Type:</p> <input type="checkbox"/> New business with no parent company or current operations <input type="checkbox"/> Expansion of existing facility or Minnesota company <input type="checkbox"/> Expansion to Minnesota by a company with existing operations outside Minnesota												
<p>Project will involve:</p> <input type="checkbox"/> Leasing an existing facility where leasehold improvements will be made <input type="checkbox"/> Leasing a facility to be constructed <input type="checkbox"/> Ownership of an existing facility and making improvements <input type="checkbox"/> Construction and ownership of a new facility												
<p>Are there facility or land limitations that do not allow the business to expand at an existing Minnesota facility?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable												
<p>Could this project be located outside of Minnesota and serve the same customers?</p> <input type="checkbox"/> Yes <input type="checkbox"/> No												
<p>Project Timeframe:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th>Task:</th> <th>Estimated Completion Date: (mm/dd)</th> </tr> </thead> <tbody> <tr> <td>Commitment of all funds</td> <td></td> </tr> <tr> <td>Start of construction</td> <td></td> </tr> <tr> <td>Purchase equipment</td> <td></td> </tr> <tr> <td>Complete construction</td> <td></td> </tr> <tr> <td>Begin operations</td> <td></td> </tr> </tbody> </table>	Task:	Estimated Completion Date: (mm/dd)	Commitment of all funds		Start of construction		Purchase equipment		Complete construction		Begin operations	
Task:	Estimated Completion Date: (mm/dd)											
Commitment of all funds												
Start of construction												
Purchase equipment												
Complete construction												
Begin operations												

Current number of permanent, full-time employees company-wide:

Current number of permanent, full-time employees in Minnesota:

Current number of permanent, full-time employees at proposed JCF site:

Will any jobs be relocated from another Minnesota site to the proposed JCF site? Yes No
 If yes, which location(s) will the employees be relocated from?
***for jobs relocated from another Minnesota location, a letter in support of the move from the city where the job will be moving from must be attached**

Average wage for retained and/or new permanent, full-time employees:

Projected number of new full-time permanent jobs at proposed JCF project site:

	To be created in Year 1	To be created in Year 2	To be created in Year 3
# new FT, permanent jobs:			

***full-time permanent jobs means positions with expected work hours of 2080 annually**

Sources & Uses:
***since JCF funds are pay-for-performance, they should not be included as a source or use of funds**

	Bank(s)	Equity	State	Local Gov't	Other ()	Total
Property Acquisition						
Site Improvement						
New Construction						
Renovation of an Existing Building						
Purchase of Machinery & Equipment						
Infrastructure						
Other:						
Other:						
Total Project Cost						

Does the property or the business have any outstanding local, state or federal tax liabilities? Yes No
 If yes, describe:

Have state environmental review requirements been met for the project, if applicable? Yes No

Are there current or unsatisfied judgments or injunctions against the business or owners? Yes No
 If Yes, describe:

Is there current or pending litigation involving the business? Yes No
 If yes, attach summary and disposition.

Within the past five years, has there been any violation(s), citation(s), or complaint(s) of discrimination filed against the company in a state or federal court or before any state, federal or local government agency?
 Yes No If Yes, attach a copy of the violation(s), citation(s), or complaint(s) and the disposition of each.

SECTION 3 - REQUIRED INFORMATION

**Information from the items listed below will be used to evaluate potential awards and rebates for a business requesting JCF designation. Please be thorough in addressing the requested information and clearly identify responses to each item separately by number.*

PART A – Business Description. Describe the business and its major activities. Please include the following information:

1. Business overview and company history and ownership - include organizational structure, parent company and any affiliates
2. Product or industry outlook for the JCF project
3. Total projected sales for the JCF project both inside and outside of Minnesota
4. Estimated sales to Minnesota customers that replace purchases from outside Minnesota
5. Markets (local, statewide, national, international) along with their respective percentage to total sales and the customers served
6. Philanthropic or other ways in which the business contributes or will contribute to Minnesota
7. Attach two years of historical financials (Profit & Loss/Balance Sheets/Income Statement/Cash Flow Statement) and financial projections

PART B – Project Description. Describe the project for which JCF funds are being requested. Please include the following information:

8. Provide details for the project for which JCF funds are being requested. Discuss topics such as square footage increase, lease vs ownership, new construction vs renovation or leasehold improvements, etc.
9. Describe how the JCF project will strengthen and/or diversify the local or Minnesota economy
10. Describe any local government assistance for the JCF project (e.g., city loan, abatement, TIF, etc.) and comment on dollar amounts and/or general information on any city projects related to this project.
11. Attach line-item construction cost estimates for real property improvements for the JCF project
12. If available, attach a commitment letter from each financing source (ie Financial Institutions), including a letter of commitment for any business equity

PART C – Business Competitors. Identify the competitors of the business within local community (city and county), the adjacent counties, and in the state of Minnesota. Include:

13. The name of each major competitor and the location of each competitor by city
14. How the products or services are different than the JCF business'
15. How the markets are different from the JCF business'

PART D – Detailed job & wage information.

16. If applicable, provide quarterly payroll reports from the last year for current permanent full-time employees who will be located at the JCF project site
17. For new full-time permanent employees, complete the form on Page 5 of this application or attach a listing of jobs that includes the information from the form on Page 5.

SECTION 4 - BUSINESS ACKNOWLEDGMENT AND CERTIFICATION

DATA PRIVACY ACKNOWLEDGMENT:

Tennessen Warning Notice: per MN Statutes 13.04, Subd.2, this data is being requested from you to determine if you are eligible for an award under the Job Creation Fund program. You are not required to provide the requested information, but failure to do so may result in the department’s inability to determine your eligibility for an award pursuant to the criteria developed under the program’s enabling legislation and rules. The data you provide is classified as private or non-public and cannot be shared without your permission except as specified in statute.

Data Privacy Notice: per MN Statutes 13.591, Subdivision 1, certain data provided in this application is private or non-public data; this includes financial information about the business, including credit reports, financial statements, net worth calculations, business plans; income and expense projections; balance sheets; customer lists; income tax returns; and design, market, and feasibility studies not paid for with public funds. Per MN Statutes 116J.401, Subd. 3., certain data provided in this application is private data; this includes data collected on individuals pursuant to the operation of the Job Creation Fund Program.

BUSINESS CERTIFICATION:

Financial Assistance Certification: I hereby certify that the Job Creation Fund program is necessary to my business start-up or expansion and that without the Job Creation Fund my business start-up or expansion project would not happen to the extent outlined in the Job Creation Fund Application. I certify that I will not count any existing positions or employees moved or relocated from another of Minnesota facility where my business conducts operations as new permanent full-time employees for the purposes of fulfilling requirements of the Job Creation Fund Program. I certify I will not terminate, lay-off, or reduce the working hours of an employee for the purpose of hiring an individual to fulfill the requirements of the Job Creation Fund Program. I certify that I will pay prevailing wages as required under the laws of the State of Minnesota if applicable. I certify I will enlist the services of the Workforce Center Business Services and will sign a Job Listing Agreement as a condition to receiving funds in excess of \$200,000 from the MN Department of Employment and Economic Development.

I have read the above statements and I agree to supply the information requested to the MN Department of Employment and Economic Development, Office of Business Finance with full knowledge of the information provided herein. I certify that all information provided herein is true and accurate and that the official signing this form has authorization to do so.

Name/Title of Business Official: _____

Signature of Business Official: _____ Date: _____

LOCAL GOVERNMENT CERTIFICATION:

I hereby certify that as the local government contact for the proposed Job Creation Fund project, I have reviewed the application and business information. I agree to work with the Job Creation Fund Program business applicant to supply information requested by the MN Department of Employment and Economic Development, Division of Business and Community Development.

Name/Title of Local Government Contact: _____

Signature of Local Government Contact: _____ Date _____

Meeting Date: 08/11/2015

By: Tim Gladhill, Community Development

Information

Title

Approve Master Disbursement Agreement and an Amendment to the Development Agreement With CB Ramsey Housing Limited Partnership for the Project Known as Sunwood Village; Case of CommonBond Communities

Purpose/Background:

The primary purpose of this case is to approve a Master Disbursement Agreement with CB Ramsey Housing Limited Partnership for the project known as Sunwood Village. This is related to the grant awarded by the Metropolitan Council through its Livable Communities Program to the City on behalf of the project. In addition, the primary lender on the project, the Minnesota Housing Finance Agency (MHFA) has requested a revision to the Development Agreement to address the recording sequence of documents related to the project. The requested revision does not materially change the agreement.

The purpose of this case is to approve a Master Disbursement Agreement with CB Ramsey Housing Limited Partnership for the project known as Sunwood Village. This is related to the grant awarded by the Metropolitan Council through its Livable Communities Program to the City on behalf of the project.

Background

In 2014, the City entered into a purchase agreement with CommonBond Communities, who desires to construct a 47 unit workforce apartment building. The project received multiple funding awards, including a Metropolitan Council Livable Communities grant. The project's primary lender, the Minnesota Housing Finance Agency (MHFA), has requested the attached Master Disbursement Agreement to outline the sources and uses of the various funding sources. The purpose of this agreement is to clarify all sources of funding in a single, concise document.

This is different than the Sub-Grant Agreement recently approved by the City Council, which was specifically between the City and CB Housing LP. The purpose of this agreement was specific to how the City would disburse the Metropolitan Council funds to CB Ramsey Housing, at the request of CB Ramsey Housing.

The Development Agreement has been amended to add paragraph 27 regarding subordination. The City's current policy for recording plats and development agreements is that which the property has 'marketable title'. In other words, there are no prior encumbrances, such as easements or mortgages, in position ahead of the development agreement. In the event there are existing encumbrances, these entities are asked to consent to the plat and development agreement.

MHFA, the primary lender for the project, has asked for the revision in exchange for allowing the Development Agreement to be recorded ahead of their mortgage. According to MHFA, this additional language is necessary to clarify that, in the event of a default by the Permittee (CB Ramsey Housing Limited Partnership), the City would not have the ability to foreclose on the property in order to enforce the provisions of the Development Agreement. This protects MHFA's loan, as the Development Agreement would be in a position ahead of the mortgage, but retains the City's rights to enforce the Required Improvements and to collect fees due to the City in the event of default of the Permittee.

The City would not need to foreclose on the property in order to enforce the provisions of the Development Agreement anyway, and Staff is not aware of the City attempting this process in the past. The City is securing a Letter of Credit as security to ensure the timely installation of public improvements. In this project, the amount of public improvements are relatively small, as Sunwood Drive and Veterans Drive have already been constructed.

The remaining public improvements to the project include sidewalks and utility connections.

Funding Source:

All costs associated with processing the request are the responsibility of the Applicant.

This request is related to two (2) grant awards from the Metropolitan Council in the amount of \$780,000 that are passed through the City to the project, as required by Minnesota Statute Chapter 473.

Recommendation:

Staff recommends that the City Council approve the attached Master Disbursement Agreement with CB Ramsey Housing Limited Partnership for the project known as Sunwood Village related to the grant awards to the project from the Metropolitan Council and the amended Development Agreement. The request has been reviewed by the City Attorney.

Action:

Motion to approve the attached Master Disbursement Agreement with CB Ramsey Housing Limited Partnership for the project known as Sunwood Village related to the grant awards to the project from the Metropolitan Council.

-and-

Motion to approve the amended Development Agreement for Sunwood Village.

Attachments

Site Location Map

Site Plan

Building Elevations

LCA TOD Grant Award

LCA LHIA Award

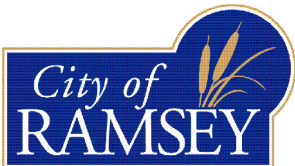
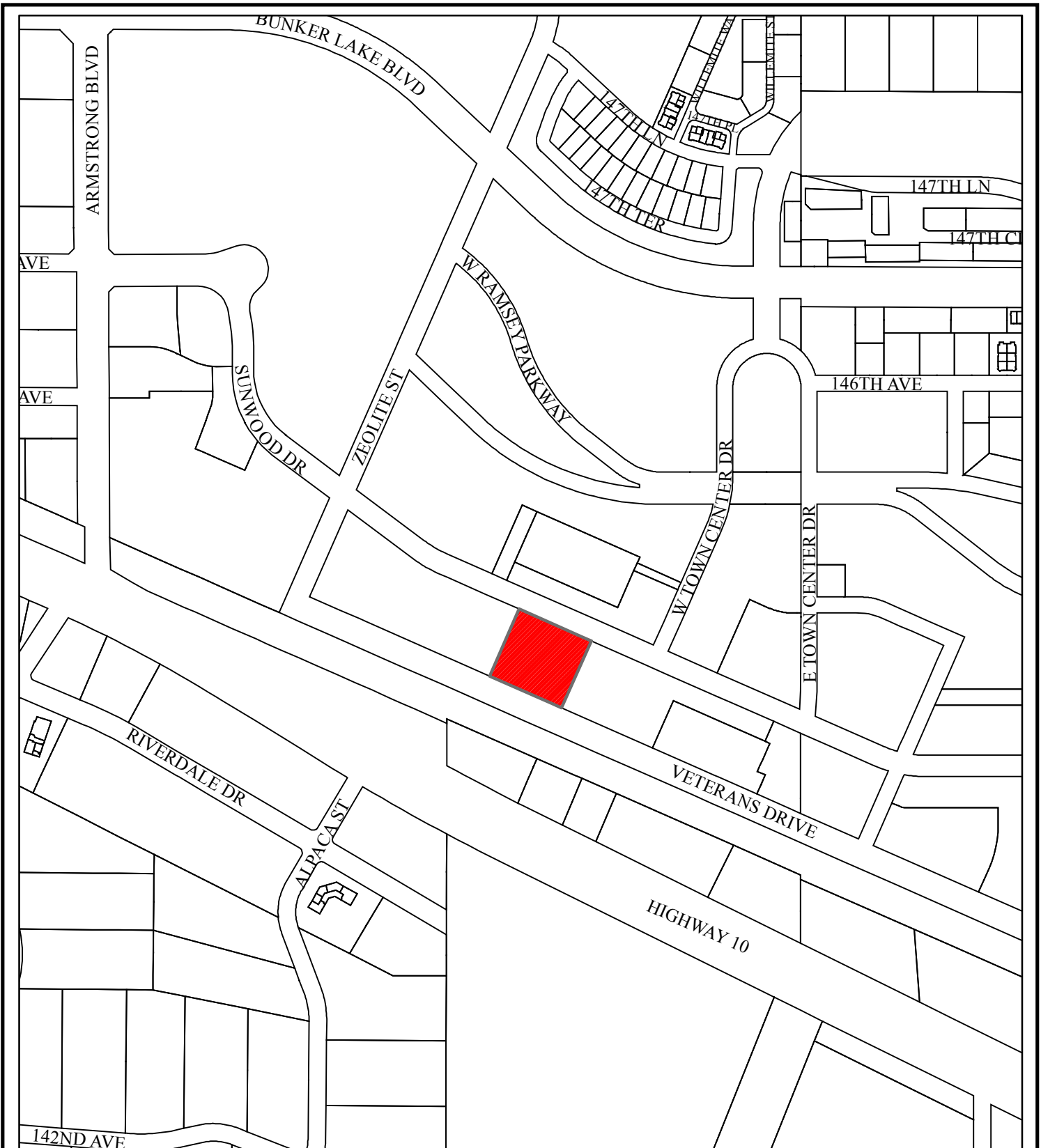
Master Disbursement Agreement

Amended Development Agreement with Edits



Amended Development Agreement

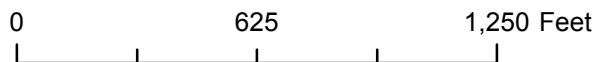
Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Jo Thieling	08/06/2015 12:09 PM
Diana Lund	Diana Lund	08/06/2015 12:13 PM
Form Started By: Tim Gladhill		Started On: 08/05/2015 03:11 PM
Final Approval Date: 08/06/2015		



Sunwood Village

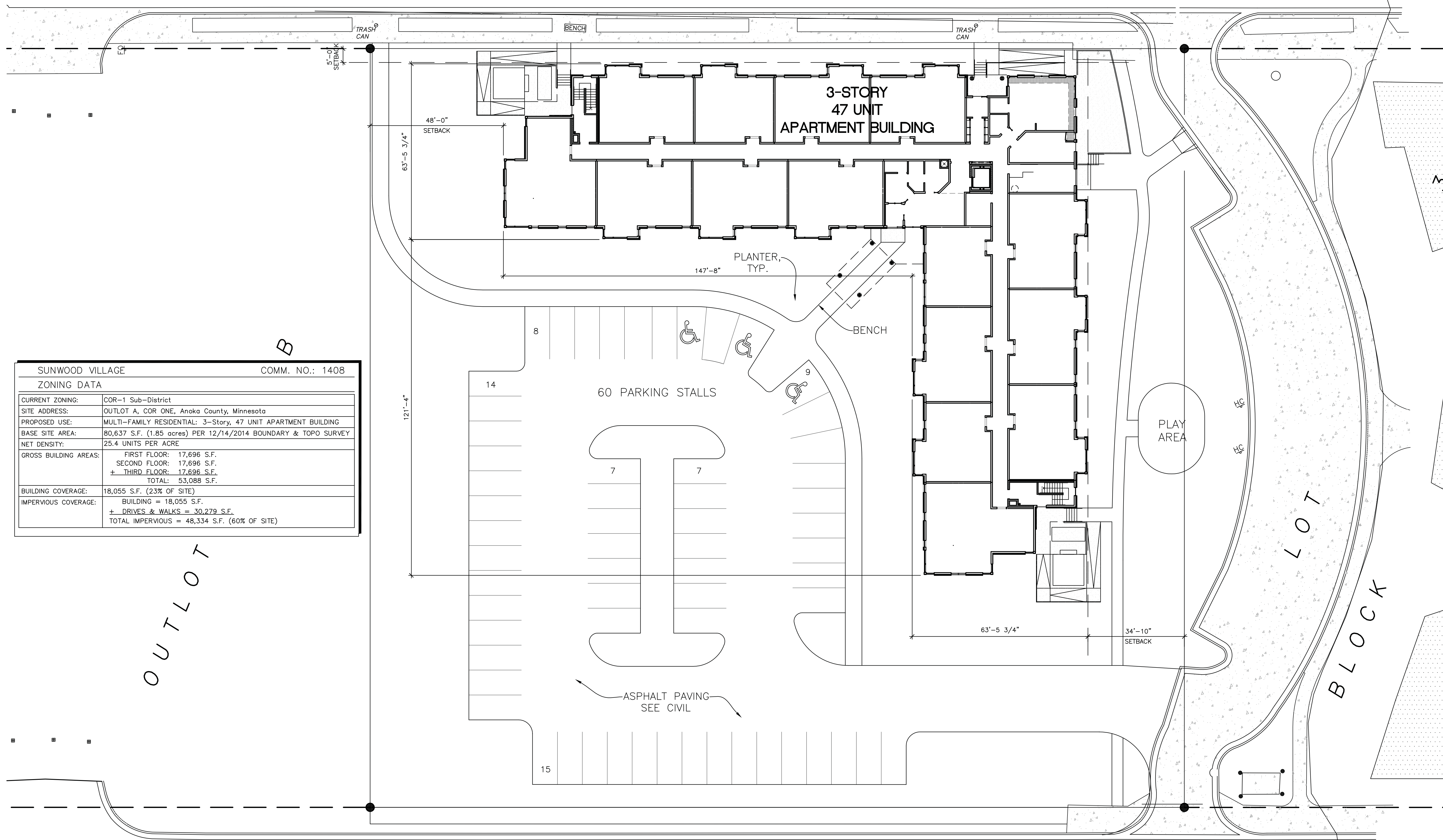
- Legend**
-  Site
 -  Parcels



SUNWOOD DRIVE

(80 FOOT WIDE PUBLIC RIGHT OF WAY)

ISSUE & REVISION
PRELIMINARY: 3/5/2015
COMM #1408



SUNWOOD VILLAGE		COMM. NO.: 1408
ZONING DATA		
CURRENT ZONING:	COR-1 Sub-District	
SITE ADDRESS:	OUTLOT A, COR ONE, Anoka County, Minnesota	
PROPOSED USE:	MULTI-FAMILY RESIDENTIAL: 3-Story, 47 UNIT APARTMENT BUILDING	
BASE SITE AREA:	80,637 S.F. (1.85 acres) PER 12/14/2014 BOUNDARY & TOPO SURVEY	
NET DENSITY:	25.4 UNITS PER ACRE	
GROSS BUILDING AREAS:	FIRST FLOOR: 17,696 S.F. SECOND FLOOR: 17,696 S.F. + THIRD FLOOR: 17,696 S.F. TOTAL: 53,088 S.F.	
BUILDING COVERAGE:	18,055 S.F. (23% OF SITE)	
IMPERVIOUS COVERAGE:	BUILDING = 18,055 S.F. + DRIVES & WALKS = 30,279 S.F. TOTAL IMPERVIOUS = 48,334 S.F. (60% OF SITE)	

ORL & LANDSCAPE
Lucks Associates
7200 Hemlock Lane
Suite 300
Maple Grove, MN 55868
Tel: 763.424.5505

CONTRACTOR
Watson-Forberg
8485 Wayzata Blvd.
Suite 110
Minneapolis, MN 55428
Tel: 952.564.3878

CommonBond
Communities
1080 Montreal Avenue
St. Paul MN 55116
Phone: 651-291-1003
Fax: 651-291-1003
Web: www.commonbond.org

SUNWOOD VILLAGE
City of Ramsey, MN
City Parcel #47 (Outlot A)

1201 HAWTHORNE AVENUE
MINNEAPOLIS, MINNESOTA 55408
TEL: 612-532-6420
FAX: 612-532-6428
WWW.MILLERHANSON.COM

MILLER HANSON
PARTNERS

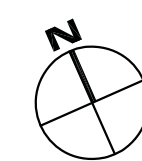
I HEREBY CERTIFY THAT THIS PLAN SPECIFICALLY
CONFORMS WITH THE CITY OF RAMSEY AND DOES NOT
VIOLATE ANY ORDINANCES, ORDINANCES, OR
AGREEMENT UNDER THE LAWS OF THE STATE OF
MINNESOTA.

NAME: _____ NO. XXXX
DATE: _____

CIVIC CENTER DRIVE

(100 FOOT WIDE PUBLIC RIGHT OF WAY)

1 SITE PLAN
1/16" = 1'-0"



PRELIMINARY
NOT FOR
CONSTRUCTION

SITE PLAN
A200



NORTH EXTERIOR ELEVATION



Sunwood Village



MILLER HANSON PARTNERS
ARCHITECTS + PLANNERS
1231 Hawthorne Ave. Suite 400
Minneapolis, MN 55403
Phone: 612-332-5420
Fax: 612-332-6425
Web: www.millerhanson.com



CommonBond
communities
1080 Montreal Avenue
St. Paul MN 55116
Phone: 651-291-1750
Fax: 651-291-1003
Web: www.commonbond.org



EAST EXTERIOR ELEVATION



Sunwood Village



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SOUTH EXTERIOR ELEVATION



Sunwood Village



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WEST EXTERIOR ELEVATION



Sunwood Village



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Fax: 612-332-5425
Web: www.millerhanson.com



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1000 Montreal Avenue
St. Paul MN 55116
Phone: 651-291-1750
Fax: 651-291-1003
Web: www.commonbond.org

EXECUTION INSTRUCTIONS

1. Please **print 2 originals (single-sided)**.
2. Have all signatories sign and date both originals.
3. Return **both** originals to:

Charlene LaMusga
Metropolitan Council
390 North Robert Street
Saint Paul, MN 55101

4. After both originals are fully executed, the Council will return one to you for your files.

Thank you.

**DEMONSTRATION ACCOUNT
DEVELOPMENT GRANT
TRANSIT ORIENTED DEVELOPMENT (TOD)**

GRANTEE: City of Ramsey		GRANT NO. SG014-088
PROJECT: Sunwood Village		
GRANT AMOUNT: \$580,000.00	FUNDING CYCLE: 2014	
COUNCIL ACTION: November 12, 2014	EXPIRATION DATE: December 31, 2017	

**METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT**

THIS GRANT AGREEMENT (“Agreement”) is made and entered into by the Metropolitan Council (“Council”) and the Municipality, County or Development Authority identified above as “Grantee.”

WHEREAS, Minnesota Statutes section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which fund must be consistent with and promote the purposes of the Metropolitan Livable Communities Act (“LCA”) and the policies of the Council’s Metropolitan Development Guide; and

WHEREAS, Minnesota Statutes sections 473.251 and 473.253 establish within the Metropolitan Livable Communities Fund a Livable Communities Demonstration Account and require the Council to use the funds in the account to make grants or loans to municipalities participating in the Local Housing Incentives Program under Minnesota Statutes section 473.254 or to Counties or Development Authorities to fund the initiatives specified in Minnesota Statutes section 473.25(b) in Participating Municipalities; and

WHEREAS, the Council has established an LCA Transit Oriented Development (“TOD”) program to help leverage the metropolitan area’s public investment in its transit infrastructure; and

WHEREAS, the Grantee is a Municipality participating in the Local Housing Incentives Account program under Minnesota Statutes section 473.254, a County or a Development Authority; and

WHEREAS, the Grantee seeks funding in connection with an application for Livable Communities Demonstration Account grant program funds submitted in response to the Council’s notice of availability of grant funds for the “Funding Cycle” identified above and will use the grant funds made available under this Agreement to help fund the “Project” identified in the application; and

WHEREAS, the Grantee represented in its application that certain land use guidelines or official controls and other required threshold criteria were in place at the time of the application or that certain land use guidelines and official controls and other required threshold criteria would be in place within thirty-six (36) months from the date of the “Council Action” identified above; and

**DEMONSTRATION ACCOUNT
DEVELOPMENT GRANT
TRANSIT ORIENTED DEVELOPMENT (TOD)**

WHEREAS, the Council awarded Livable Communities Demonstration Account TOD program grant funds to the Grantee subject to any terms, conditions and clarifications stated in its Council Action, and with the understanding that the Project identified in the application will proceed to completion in a timely manner, that all grant funds will be expended prior to the “Expiration Date” identified above, and that the land use guidelines and official controls and other required threshold criteria identified in the Grantee’s application currently are in place or will be in place as stated in the Grantee’s application.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

I. DEFINITIONS

1.01. Definition of Terms. The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- (a) **Commenced.** For the purposes of Sections 2.08 and 4.03, “commenced” means significant physical improvements have occurred in furtherance of the Project (*e.g.*, a foundation is being constructed or other tangible work on a structure has been initiated). In the absence of significant physical improvements, visible staking, engineering, land surveying, soil testing, cleanup site investigation, or pollution cleanup activities are not evidence of Project commencement for the purposes of this Agreement.
- (b) **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Livable Communities Demonstration Account TOD program grant funds.
- (c) **County.** “County” means Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington Counties.
- (d) **Development Authority.** “Development Authority” means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the Metropolitan Area.
- (e) **Metropolitan Area.** “Metropolitan Area” means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.
- (f) **Municipality.** “Municipality” means a statutory or home rule charter city or town participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254.

DEMONSTRATION ACCOUNT
DEVELOPMENT GRANT
TRANSIT ORIENTED DEVELOPMENT (TOD)

- (g) **Named TOD Area.** “Named TOD Area” means the TOD area identified by name and location in the Grantee’s application for TOD program funds and in the TOD Project Summary attached to this Agreement.
- (h) **Participating Municipality.** “Participating Municipality” means a statutory or home rule charter city or town which has elected to participate in the Local Housing Incentive Account program and negotiated affordable and life-cycle housing goals for the Municipality pursuant to Minnesota Statutes section 473.254
- (i) **Project.** Unless clearly indicated otherwise by the context of a specific provision in this Agreement, “Project” means the TOD development or redevelopment project identified in the application for Livable Communities Demonstration Account TOD program grant funds for which grant funds were requested that provides the deliverables upon which the application was scored. Grant-funded activities typically are components of the Project.
- (j) **Transit Oriented Development.** “Transit Oriented Development” means high density, mixed use development adjacent to transit stations using pedestrian-friendly design standards.

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Livable Communities Demonstration Account of the Metropolitan Livable Communities Fund. The grant funds are derived from the property tax authorized by Minnesota Statutes section 473.253, subdivision 1 and are not from federal sources.

2.02. Total Grant Amount. The Council will grant to the Grantee the “Grant Amount” identified at Page 1 of this Agreement. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Livable Communities Demonstration Account TOD program grant funds made available to the Council may result in a like reduction in the Grant Amount made available to the Grantee.

2.03. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and activities described in the application for Livable Communities Demonstration Account TOD program grant funds. The grant funds may be used for reimbursement of real estate acquisition costs if: (a) the property was purchased within the twelve-month period preceding the date by which the TOD grant program applications for the Funding Cycle were due; (b) the real estate was purchased by the Grantee or by a not-for-profit or a socially responsible developer; and (c) the Project will lead to the development of affordable housing or will result in jobs retained, created or made more accessible to low-income and underserved populations, including opportunities for entrepreneurship. Property holding costs are an eligible use of grant funds but may not exceed five percent (5%) of the amount of the grant funds awarded for property acquisition. A TOD Project Summary that describes eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Aerial photography or drawings that identify

DEMONSTRATION ACCOUNT
DEVELOPMENT GRANT
TRANSIT ORIENTED DEVELOPMENT (TOD)

the specific location(s) within the Project boundaries for which grant funds must be used is attached to and incorporated into this Agreement as Attachment B. Grant funds must be used to fund the initiatives specified in Minnesota Statutes section 473.25(b), in a Participating Municipality.

2.04. Ineligible Uses. Grant funds must be used for costs directly associated with the specific proposed Project activities and shall not be used for “soft costs” such as: administrative overhead; travel expenses; legal fees; insurance; bonds; permits, licenses or authorization fees; costs associated with preparing other grant proposals; operating expenses; planning costs, including comprehensive planning costs; and prorated lease and salary costs. Except as provided in Section 2.03, the grant funds may not be used for costs of Project activities that occurred prior to the grant award. A detailed list of ineligible and eligible costs is available from the Council’s Livable Communities program office. Except for reimbursement for real estate acquisition and holding costs as provided in Section 2.03, grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources; or (b) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities. The Grantee agrees to comply with any “business subsidy” requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee’s expenditures or uses of the grant funds.

2.05. Loans for Low-Income Housing Tax Credit Projects. If consistent with the application and the Project activities described or identified in Attachments A and B or if requested in writing by the Grantee, the Grantee may structure the grant assistance to the Project as a loan so the Project Owner can take advantage of federal and state low-income housing tax credit programs. The Grantee may use the grant funds as a loan for a low-income housing tax credit project, subject to the terms and conditions stated in Sections 2.03 and 2.04 and the following additional terms and conditions:

- (a) The Grantee covenants and represents to the Council that the Project is a rental housing project that received or will receive an award of low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended, and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency.
- (b) The Grantee will execute a loan agreement with the Project Owner. Prior to disbursing any grant funds for the Project, the Grantee will provide to the Council a copy of the loan agreement between the Grantee and the Project Owner.
- (c) The Grantee will submit annual written reports to the Council that certify: (1) the grant funds continue to be used for the Project for which the grant funds were awarded; and (2) the Project is a “qualified low-income housing project” under Section 42 of the Internal Revenue Code of 1986, as amended. This annual reporting requirement is in addition to the reporting requirements stated in Section 3.03. Notwithstanding the Expiration Date identified at Page 1 of this Agreement and referenced in Section 4.01, the Grantee will submit the annual certification reports during the initial “compliance period” and any “extended use period,” or

DEMONSTRATION ACCOUNT
DEVELOPMENT GRANT
TRANSIT ORIENTED DEVELOPMENT (TOD)

until such time as the Council terminates this annual reporting requirement by written notice to the Grantee.

- (d) The grant funds made available to the Grantee and disbursed to the Project Owner by the Grantee in the form of a loan may be used only for the grant-eligible activities and Project components for which the Grantee was awarded the grant funds. For the purposes of this Agreement, the term “Project Owner” means the current Project Owner and any Project Owner successor(s).
- (e) Pursuant to Section 2.04, the grant funds made available to the Grantee and disbursed to the Project Owner in the form of a loan shall not be used by the Grantee, the Project Owner or others to supplant or replace: (1) grant or loan funds obtained for the Project from other sources; or (2) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee. The Council will not make the grant funds available to the Grantee in a lump sum payment, but will disburse the grant funds to the Grantee on a reimbursement basis pursuant to Section 2.11.
- (f) By executing this Agreement, the Grantee: (1) acknowledges that the Council expects the loan will be repaid so the grant funds may be used to help fund other activities consistent with the requirements of the Metropolitan Livable Communities Act; (2) covenants, represents and warrants to the Council that the Grantee’s loan to the Project Owner will meet all applicable low-income housing tax credit program requirements under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”), and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency; and (3) agrees to administer its loan to the Project Owner consistent with federal and state low-income housing tax credit program requirements.
- (g) The Grantee will, at its own expense, use diligent efforts to recover loan proceeds: (1) when the Project Owner becomes obligated to repay the Grantee’s loan or defaults on the Grantee’s loan; (2) when the initial thirty-year “compliance period” expires, unless the Council agrees in writing that the Grantee may make the grant funds available as a loan to the Project Owner for an “extended use period”; or (3) if noncompliance with low-income housing tax credit program requirements or some other event triggers the Project Owner’s repayment obligations under its loan agreement with the Grantee. The Grantee must repay to the Council all loan repayment amounts the Grantee receives from the Project Owner. The Grantee shall not be obligated to repay the grant funds to the Council except to the extent the Project Owner repays its loan to the Grantee, provided the Grantee has exercised the reasonable degree of diligence and used administrative and legal remedies a reasonable and prudent public housing agency would use to obtain payment on a loan, taking into consideration (if applicable) the subordinated nature of the loan. At its discretion, the Council may: (1) permit the Grantee to use the loan repayment from the Project Owner to continue supporting affordable housing components of the Project; or (2) require the Grantee to remit the grant funds to the Council.

DEMONSTRATION ACCOUNT
DEVELOPMENT GRANT
TRANSIT ORIENTED DEVELOPMENT (TOD)

- (h) If the Grantee earns any interest or other income from its loan agreement with the Project Owner, the Grantee will: (1) use the interest earnings or income only for the purposes of implementing the Project activities for which the grant was awarded; or (2) remit the interest earnings or income to the Council. The Grantee is not obligated to earn any interest or other income from its loan agreement with the Project Owner, except to the extent required by any applicable law.

2.06. Revolving Loans. If consistent with the application and the TOD Project Summary or if requested in writing by the Grantee, the Grantee may use the grant funds to make deferred loans (loans made without interest or periodic payments), revolving loans (loans made with interest and periodic payments) or otherwise make the grant funds available on a “revolving” basis for the purposes of implementing the Project activities described or identified in Attachments A and B. The Grantee will submit annual written reports to the Council that report on the uses of the grant funds. The form and content of the report will be determined by the Council. This annual reporting requirement is in addition to the reporting requirements stated in Section 3.03. Notwithstanding the Expiration Date identified at Page 1 of this Agreement and referenced in Section 4.01, the Grantee will submit the annual reports until the deferred or revolving loan programs terminate, or until such time as the Council terminates this annual reporting requirement by written notice to the Grantee. At its discretion, the Council may: (1) permit the Grantee to use loan repayments to continue supporting affordable housing components of the Project; or (2) require the Grantee to remit the grant funds to the Council.

2.07. Restrictions on Loans to Subrecipients. The Grantee shall not permit any subgrantee or subrecipient to use the grant funds for loans to any subrecipient at any tier unless the Grantee obtains the prior written consent of the Council. The requirements of this Section 2.07 shall be included in all subgrant and subrecipient agreements.

2.08. Project Commencement and Changes. The Project for which grant funds were requested must be “commenced” prior to the Expiration Date. If the grant funds will be used only for land acquisition and holding costs as authorized by Section 2.03 and will not be used for any other grant-eligible activities, the Project need not be commenced prior to the Expiration Date but the property acquired for the Project must be purchased prior to the Expiration Date. The Grantee must promptly inform the Council in writing of any significant changes to the Project for which the grant funds were awarded, as well as any potential changes to the grant-funded activities described or identified in Attachments A and B. Failure to inform the Council of any significant changes to the Project or significant changes to grant-funded components of the Project, and use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee’s eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to either the Project or grant-funded activities described or identified in Attachments A and B.

DEMONSTRATION ACCOUNT
DEVELOPMENT GRANT
TRANSIT ORIENTED DEVELOPMENT (TOD)

2.09. Budget Variance. The Grantee may reallocate up to twenty percent (20%) of the Grant Amount among the grant-funded activities, provided: (a) the grant funds may be used only for Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly change the Project deliverables; and (c) the Grantee receives written permission from Council staff prior to reallocating any grant funds. Council staff may administratively approve budget reallocation requests that exceed twenty percent (20%) of the Grant Amount only if the reallocation does not significantly change the Project deliverables. Notwithstanding the aggregate or net effect of any variances, the Council's obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified at Page 1 of this Agreement.

2.10. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; and any interest earnings described in Section 2.12 that are not used for the purposes of implementing the grant-funded Project activities described or identified in Attachments A and B. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council's Livable Communities Demonstration Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.11. Payment Request Forms, Documentation, and Disbursements. The Council will disburse grant funds in response to written payment requests submitted by the Grantee and reviewed and approved by the Council's authorized agent. Written payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment request and other reporting forms will be provided to the Grantee by the Council. Payment requests must include the following documentation:

Consultant/contractor invoices showing the time period covered by the invoice; the specific grant-funded Project activities conducted or completed during the authorized time period within which eligible costs may be incurred; and documentation supporting expenses including subcontractor and consultant invoices showing unit rates and quantities. Subcontractor markups shall not exceed ten percent (10%).

The Council will disburse grant funds on a reimbursement basis or a "cost incurred" basis. The Grantee must provide with its written payment requests documentation that shows grant-funded Project activities actually have been completed. Subject to verification of each payment request form (and the required documentation) and approval for consistency with this Agreement, the Council will disburse a requested amount to the Grantee within two (2) weeks after receipt of a properly completed and verified payment request form.

DEMONSTRATION ACCOUNT
DEVELOPMENT GRANT
TRANSIT ORIENTED DEVELOPMENT (TOD)

2.12. Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purposes of implementing the Project activities described or identified in Attachments A and B.

2.13. Effect of Grant. Issuance of this grant neither implies any Council responsibility for contamination, if any, at the Project site nor imposes any obligation on the Council to participate in any pollution cleanup of the Project site if such cleanup is undertaken or required.

III. ACCOUNTING, AUDIT AND REPORT REQUIREMENTS

3.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 4.01 and 4.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Project activities described or identified in Attachments A and B or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

3.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

3.03. Report Requirements. The Grantee will report to the Council on the status of the Project activities described or identified in Attachments A and B and the expenditures of the grant funds. Submission of properly completed payment request forms (with proper documentation) required under Section 2.11 will constitute periodic status reports. However, if the Grantee has not submitted any payment request forms during the first three months of the term of this Agreement, the Grantee must submit quarterly reports prior to the Grantee's first draw request. The Grantee also must complete and submit to the Council a grant activity closeout report. The closeout report form must be submitted within 120 days after the expiration or termination of this Agreement, whichever occurs earlier. Within 120 days after the Expiration Date, the Grantee must complete and submit to the Council a certification of expenditures of funds form signed by the Grantee's chief financial officer or finance director. The form and content of the closeout report and the certification form will be determined by the Council. These reporting requirements and the reporting requirements of Sections 2.05 and 2.06 shall survive the expiration or termination of this Agreement.

DEMONSTRATION ACCOUNT
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3.04. Environmental Site Assessment. The Grantee represents that a Phase I Environmental Site Assessment or other environmental review has been or will be carried out, if such environmental assessment or review is appropriate for the scope and nature of the Project activities funded by this grant, and that any environmental issues have been or will be adequately addressed.

IV. AGREEMENT TERM

4.01. Term. This Agreement is effective upon execution of the Agreement by the Council. Unless terminated pursuant to Section 4.02, this Agreement expires on the “Expiration Date” identified at Page 1 of this Agreement. **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE PRIOR TO THE EXPIRATION DATE SHALL REVERT TO THE COUNCIL.**

4.02. Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days’ written notice to the Grantee. Cause shall mean a material breach of this Agreement and any amendments of this Agreement. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities described or identified in Attachments A and B that have been completed prior to the termination. Termination of this Agreement does not alter the Council’s authority to recover grant funds on the basis of a later audit or other review, and does not alter the Grantee’s obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council’s interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

4.03. Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs additional time within which to complete grant-funded activities and commence the Project, the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, a resolution of the Grantee’s governing body requesting the extension and a written extension request. The form and content of the written extension request and instructions for requesting an extension are available online at: <http://www.metrocouncil.org>. **THE EXPIRATION DATE MAY BE EXTENDED, BUT THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED TWO (2) YEARS BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.**

V. GENERAL PROVISIONS

5.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation or age and will take affirmative action to insure applicants and employees

DEMONSTRATION ACCOUNT
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are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

5.02. Conflict of Interest. The members, officers and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

5.03. Liability. Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify and hold harmless the Council and its members, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Project activities funded by this grant, except to the extent the claims, damages, losses and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

5.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports and publications relating to the Project. The acknowledgment will contain the following or comparable language:

*Financing for this project was provided by the Metropolitan
Council Metropolitan Livable Communities Fund.*

Until the Project is completed, the Grantee shall ensure the above acknowledgment language, or alternative language approved by the Council's authorized agent, is included on all signs (if any) located at Project or construction sites that identify Project funding partners or entities providing financial support for the Project. The acknowledgment and signage should refer to the "Metropolitan Council" (not "Met Council" or "Metro Council").

5.05. Permits, Bonds and Approvals. The Council assumes no responsibility for obtaining any applicable local, state or federal licenses, permits, bonds, authorizations or approvals necessary to perform or complete the Project activities described or identified in Attachments A and B. The Grantee and its developer(s), if any, must comply with all applicable licensing, permitting, bonding, authorization and approval requirements of federal, state and local governmental and regulatory agencies, including conservation districts.

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5.06. Subgrantees, Contractors and Subcontractors. The Grantee shall include in any subgrant, contract or subcontract for Project activities appropriate provisions to ensure subgrantee, contractor and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this grant comply with all applicable state and federal Occupational Safety and Health Act regulations.

5.07. Stormwater Discharge and Water Management Plan Requirements. If any grant funds are used for urban site redevelopment, the Grantee shall at such redevelopment site meet or require to be met all applicable requirements of:

- (a) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and
- (b) The Council's *2030 Water Resources Management Policy Plan* and the local water management plan for the jurisdiction within which the redevelopment site is located.

5.08. Authorized Agent. Payment request forms, written reports and correspondence submitted to the Council pursuant to this Agreement shall be directed to:

Metropolitan Council
Attn: LCA Grants Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805

5.09. Authorization to Reproduce Images. The Grantee certifies that the Grantee: (a) is the owner of any renderings, images, perspectives, sections, diagrams, photographs or other copyrightable materials (collectively, "copyrightable materials") that are in the Grantee's application, or that the Grantee is fully authorized to grant permissions regarding the copyrightable materials; and (b) the copyrightable materials do not infringe upon the copyrights of others. The Grantee agrees the Council has a nonexclusive royalty-free license and all necessary permissions to reproduce and publish the copyrightable materials for noncommercial purposes, including but not limited to press releases, presentations, reports, and on the internet. The Grantee also agrees the Grantee will not hold the Council responsible for the unauthorized use of the copyrightable materials by third parties.

5.10. Non-Assignment. Minnesota Statutes section 473.253, subdivision 2 requires the Council to distribute grant funds to eligible "municipalities," metropolitan-area counties or "development authorities" for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

5.11. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and

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the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding and enforceable agreements.

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

CITY OF RAMSEY

METROPOLITAN COUNCIL

By: _____

Title: Sarah Strommen
Mayor

Date _____

By: _____

Title: Guy Peterson, Director
Community Development Division

Date _____

By: _____

Title: Kurtis G. Ulrich
City Administrator

Date _____

ATTACHMENT A

TOD PROJECT SUMMARY

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Project identified in the application for Livable Communities Demonstration Account TOD program grant funds submitted in response to the Council's notice of availability of Demonstration Account grant funds for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the proposed Project for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Project funding sources, changes in funding amounts, or minor changes in the proposed Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision of the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the TOD Project Summary contained in this Attachment A, the terms, descriptions and dollar amounts reflected in the Council Action or contained in this Agreement and the TOD Project Summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the TOD Project Summary; and (4) the grant application.

Project Summary

Grant # SG2014-088
Type: LCDA-TOD Development
Applicant City of Ramsey
Project Name Sunwood Village
Project Location Northstar Commuter Rail – Ramsey Station; Outlot A COR One
Council District 9 – Edward Reynoso

Project Detail	
Project Overview	Sunwood Village will be a new construction 47 unit housing community built on 1.85 acres of land in the heart of downtown Ramsey. All of the units will be available to those at 60% of the area median income, with four of the units will be set aside for long term homeless (LTH) households. CommonBond's Advantage Services program will be available to all residents, with special programming being made available for those in the LTH units. Sunwood Village will be three stories and will feature several common building amenities for residents, including a community room. This development will promote walking and biking to amenities, use of non-motorized transportation and sustainable construction.
Jobs (FTEs)	Regular: 1.5 (0 living wage); Temporary: 30 (30 living wage)
Net tax capacity increase	\$35,550
Total housing units	47
Affordable units (60% AMI)	47 (100%): 4 @ 30% AMI, long-term homeless; 43 @ 60% AMI
Anticipated # bedrooms	9 one bedroom; 25 two bedroom; 13 three bedroom
Est. total development cost	\$9,131,667
Est. private funds leveraged	\$7,121,667
Est. other public funds	\$1,430,000
TOD metrics	Floor-area ratio: .76; dwelling units per acre: 25; distance to station: 484'; residential parking ratio: 1.2; station area average block size: 3; jobs/acre: 1
Comments/ Demonstration value	<ul style="list-style-type: none"> • Innovative concept for locating affordable housing, including housing for the long-term homeless, into a commuter rail station area. Well integrated with adjacent market-rate multi-family housing project, serving as a model for mixed-income housing. • Medium density project is a good model for developing communities. • The COR, a master planned, walkable district provides residents with access to the commuter rail platform, a grocery store, retail, civic institutions, and other important amenities without the use of a car.
Funding	
Requested amount	\$580,000
Previous LCA funding	None.
Use of funds	
Amount	Uses to be completed by 12/31/2017
\$435,000	Site Acquisition after date of award
\$75,000	Stormwater improvements: stormwater cistern
\$20,000	Bike racks, storage, fix-it stations: covered bike shelters
\$20,000	Sidewalks and trails: sidewalks along Veterans Drive
\$10,000	Furnishings and equipment for public areas: benches, planters
\$10,000	Lighting: public lighting along sidewalks
\$5,000	Landscaping (stormwater or placemaking): tree trenches, native plants, raingarden
\$5,000	Architectural/engineering: engineering of stormwater cistern
\$580,000	TOTAL

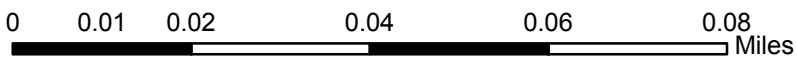
ATTACHMENT B

TOD PROJECT LOCATION(S)

This attachment comprises this page and the succeeding page(s) which contain aerial photography or drawings that identify the specific location(s) within the Project boundaries for which the Grantee must use the grant funds. The attached photography or drawings also may identify the types of eligible activities for which the grant funds must be used at specific locations within the Project boundaries.



- | | | | | | |
|------------|----------------------------------|------------------------------|-------------------------|----------------------|----------------------|
| TOD Area | Blue Line Stations | Orange Line Planned Stations | Blue Line | Park & Ride Lots | Transit Routes (All) |
| Project | Northstar Commuter Rail Stations | Red Line Planned Stations | Northstar Commuter Rail | Active Transit Stops | Parcels |
| Walk Route | Green Line Planned Stations | Hi-Frequency Service Network | Green Line Planned | Railroads | |



Created: 6/26/2014
LandscapeLCA4



For complete disclaimer of accuracy, please visit
<http://gis.metc.state.mn.us/notice/>



LOCAL HOUSING INCENTIVES ACCOUNT

GRANTEE: City of Ramsey		GRANT NO. SG014-102
PROJECT: Sunwood Village		
GRANT AMOUNT: \$200,000.00	FUNDING CYCLE: 2014	
COUNCIL ACTION: December 10, 2014	EXPIRATION DATE: December 31, 2017	

METROPOLITAN LIVABLE COMMUNITIES ACT GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into by the Metropolitan Council (“Council”) and the Municipality or Development Authority identified above as “Grantee.”

WHEREAS, Minnesota Statutes section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which fund must be consistent with and promote the purposes of the Metropolitan Livable Communities Act (“LCA”) and the policies of the Council’s Metropolitan Development Guide; and

WHEREAS, Minnesota Statutes sections 473.251 and 473.254 establish within the Metropolitan Livable Communities Fund a Local Housing Incentives Account and require the Council to annually distribute funds in the account to Participating Municipalities that have not met their affordable and life-cycle housing goals and are actively funding projects designed to help meet the goals, or to Development Authorities for projects located in eligible Municipalities; and

WHEREAS, the Grantee is a Municipality that has negotiated affordable and life-cycle housing goals pursuant to Minnesota Statutes section 473.254, subdivision 2 and has elected to participate in the Local Housing Incentives Account program, or is a Development Authority; and

WHEREAS, the Grantee seeks funding in connection with an application for Local Housing Incentives Account funds submitted in response to a Request for Proposals issued by the Metropolitan Housing Implementation Group for the “Funding Cycle” identified above and will use the grant funds made available under this Agreement to help fund the “Project” identified in the application; and

WHEREAS, the Council awarded Local Housing Incentives Account funds to the Grantee subject to any terms, conditions and clarifications stated in its Council Action, and with the understanding that the Project identified in the application will proceed to completion in a timely manner, all grant funds will be expended prior to the “Expiration Date” identified above and Project construction will have “commenced” before the Expiration Date.

LOCAL HOUSING INCENTIVES ACCOUNT

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

I. DEFINITIONS

1.01. Definition of Terms. The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- (a) **Commenced.** For the purposes of Sections 2.09 and 4.03, “commenced” means significant physical improvements have occurred in furtherance of the Project (*e.g.*, a foundation is being constructed or other tangible work on a structure has been initiated). In the absence of significant physical improvements, visible staking, engineering, land surveying, soil testing, cleanup site investigation, or pollution cleanup activities are not evidence of Project commencement for the purposes of this Agreement.
- (b) **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Local Housing Incentives Account funds.
- (c) **Development Authority.** “Development Authority” means a housing and redevelopment authority, economic development authority, or port authority.
- (d) **Municipality.** “Municipality” means a statutory or home rule charter city or town in the seven-county metropolitan area defined by Minnesota Statutes section 473.121, subdivision 2.
- (e) **Participating Municipality.** “Participating Municipality” means a Municipality electing to participate in the Local Housing Incentives Account program under Minnesota Statutes section 473.254.
- (f) **Project.** Unless clearly indicated otherwise by the context of a specific provision of this Agreement, “Project” means the development or redevelopment project identified in the application for Local Housing Incentives Account funds for which grant funds were requested. Grant-funded activities typically are components of the Project.

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Local Housing Incentives Account of the Metropolitan Livable Communities Fund. The grant funds are derived from property taxes authorized by Minnesota Statutes sections 473.249, 473.253 and 473.254, subdivision 15 and are not from federal sources.

2.02 Total Grant Amount. The Council will grant to the Grantee the “Grant Amount” identified at Page 1 of this Agreement. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Local Housing Incentives Account funds made available to the Council, or any reduction or termination of the dollar-for-dollar match amount required under Section 2.03, may result in a like reduction in the Grant Amount made available to the Grantee.

LOCAL HOUSING INCENTIVES ACCOUNT

2.03. Match Requirement. Pursuant to Minnesota Statutes section 473.254, subdivision 6, the Grantee shall match on a dollar-for-dollar basis the total Grant Amount received from the Council under Section 2.02. The source and amount of the dollar-for-dollar match shall be identified by the Grantee in the application for Grant Funds.

2.04. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and Project activities described in the application for Local Housing Incentives Account funds. A Project summary that identifies eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Grant funds must be used for purposes consistent with Minnesota Statutes section 473.25(a), in a Participating Municipality.

2.05. Ineligible Uses. Grant funds must be used for costs directly associated with the specific proposed Project activities and shall not be used for “soft costs” such as: administrative overhead; travel expenses; legal fees; insurance; bonds; permits, licenses or authorization fees; costs associated with preparing other grant proposals; operating expenses; planning costs, including comprehensive planning costs; and prorated lease and salary costs. Grant funds may not be used for costs of Project activities that occurred prior to the grant award. A detailed list of ineligible and eligible costs is available from the Council’s Livable Communities program office. Grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Project from other sources; or (b) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Project activities. The Grantee agrees to comply with any “business subsidy” requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee’s expenditures or uses of the grant funds.

2.06. Loans for Low-Income Housing Tax Credit Projects. If consistent with the application and the Project activities described or identified in Attachment A, or if requested in writing by the Grantee, the Grantee may structure the grant assistance to the Project as a loan so the Project Owner can take advantage of federal and state low-income housing tax credit programs. The Grantee may use the grant funds as a loan for a low-income housing tax credit Project, subject to the terms and conditions stated in Sections 2.04 and 2.05 and the following additional terms and conditions:

- (a) The Grantee covenants and represents to the Council that the Project is a rental housing project that received or will receive an award of low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended, and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency.
- (b) The Grantee will execute a loan agreement with the Project Owner. Prior to disbursing any grant funds for the Project, the Grantee will provide to the Council a copy of the loan agreement between the Grantee and the Project Owner.
- (c) The Grantee will submit annual written reports to the Council that certify: (1) the grant funds continue to be used for the Project for which the grant funds were awarded; and (2) the Project is a “qualified low-income housing project” under Section 42 of the Internal Revenue Code of 1986, as amended. This annual reporting requirement is in addition to the reporting requirements stated in Section 3.03. Notwithstanding the Expiration Date identified at Page 1 of this Agreement and referenced in Section 4.01, the Grantee will submit the annual certification reports during the

LOCAL HOUSING INCENTIVES ACCOUNT

initial “compliance period” and any “extended use period,” or until such time as the Council terminates this annual reporting requirement by written notice to the Grantee.

- (d) The grant funds made available to the Grantee and disbursed to the Project Owner by the Grantee in the form of a loan may be used only for the grant-eligible activities and Project components for which the Grantee was awarded the grant funds. For the purposes of this Agreement, the term “Project Owner” means the current Project Owner and any Project Owner successor(s).
- (e) Pursuant to Section 2.05, the grant funds made available to the Grantee and disbursed to the Project Owner in the form of a loan shall not be used by the Grantee, the Project Owner or others to supplant or replace: (1) grant or loan funds obtained for the Project from other sources; or (2) Grantee contributions to the Project, including financial assistance, real property or other resources of the Grantee. The Council will not make the grant funds available to the Grantee in a lump sum payment, but will disburse the grant funds to the Grantee on a reimbursement basis pursuant to Section 2.11.
- (f) By executing this Agreement, the Grantee: (1) acknowledges that the Council expects the loan will be repaid so the grant funds may be used to help fund other activities consistent with the requirements of the Metropolitan Livable Communities Act; (2) covenants, represents and warrants to the Council that the Grantee’s loan to the Project Owner will meet all applicable low-income housing tax credit program requirements under Section 42 of the Internal Revenue Code of 1986, as amended (the “Code”), and the low-income housing tax credit program administered by the Minnesota Housing Finance Agency; and (3) agrees to administer its loan to the Project Owner consistent with federal and state low-income housing tax credit program requirements.
- (g) The Grantee will, at its own expense, use diligent efforts to recover loan proceeds: (1) when the Project Owner becomes obligated to repay the Grantee’s loan or defaults on the Grantee’s loan; (2) when the initial thirty-year “compliance period” expires, unless the Council agrees in writing that the Grantee may make the grant funds available as a loan to the Project Owner for an “extended use period”; and (3) if noncompliance with low-income housing tax credit program requirements or some other event triggers the Project Owner’s repayment obligations under its loan agreement with the Grantee. The Grantee must repay to the Council all loan repayment amounts the Grantee receives from the Project Owner. The Grantee shall not be obligated to repay the grant funds to the Council except to the extent the Project Owner repays its loan to the Grantee, provided the Grantee has exercised the reasonable degree of diligence and used administrative and legal remedies a reasonable and prudent public housing agency would use to obtain payment on a loan, taking into consideration (if applicable) the subordinated nature of the loan. At its discretion, the Council may: (1) permit the Grantee to use the loan repayment from the Project Owner to continue supporting affordable housing components of the Project; or (2) require the Grantee to remit the grant funds to the Council.
- (h) If the Grantee earns any interest or other income from its loan agreement with the Project Owner, the Grantee will: (1) use the interest earnings or income only for the purposes of implementing the Project activities for which the grant was awarded; or (2) remit the interest earnings or income to the Council. The Grantee is not obligated to earn any interest or other income from its loan agreement with the Project Owner, except to the extent required by any applicable law.

2.07. Revolving or Deferred Loans. If consistent with the application and the Project summary or if requested in writing by the Grantee, the Grantee may use the grant funds to make deferred loans (loans

LOCAL HOUSING INCENTIVES ACCOUNT

made without interest or periodic payments), revolving loans (loans made with interest and periodic payments) or otherwise make the grant funds available on a “revolving” basis for the purposes of implementing the Project activities described or identified in Attachment A. The Grantee will submit annual written reports to the Council that report on the uses of the grant funds. The form and content of the report will be determined by the Council. This annual reporting requirement is in addition to the reporting requirements stated in Section 3.03. Notwithstanding the Expiration Date identified at Page 1 of this Agreement and referenced in Section 4.01, the Grantee will submit the annual reports until the deferred or revolving loan programs terminate, or until such time as the Council terminates this annual reporting requirement by written notice from the Council. At its discretion, the Council may: (1) permit the Grantee to use loan repayments to continue supporting affordable housing components of the Project; or (2) require the Grantee to remit the grant funds to the Council.

2.08. Restrictions on Loans by Subrecipients. The Grantee shall not permit any subgrantee or subrecipient to use the grant funds for loans to any subrecipient at any tier unless the Grantee obtains the prior written consent of the Council. The requirements of this Section 2.08 shall be included in all subgrant and subrecipient agreements.

2.09. Project Commencement and Changes. The Project for which grant funds were requested must be “commenced” prior to the Expiration Date. The Grantee must promptly inform the Council in writing of any significant changes to the Project for which the grant funds were awarded, as well as any potential changes to the grant-funded activities described or identified in Attachment A. Failure to inform the Council of any significant changes to the Project or significant changes to grant-funded components of the Project, and use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee’s eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to either the Project or grant-funded activities described or identified in Attachment A.

2.10. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; any grant funds that are not matched on a dollar-for-dollar basis as required by Section 2.03; and any interest earnings described in Section 2.12 that are not used for the purposes of implementing the grant-funded Project activities described or identified in Attachment A. For the purposes of this Agreement, grant funds are “expended” prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council’s Local Housing Incentives Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.11. Payment Request Forms, Documentation, and Disbursements. The Council will disburse grant funds in response to written payment requests submitted by the Grantee and reviewed and approved by the Council’s authorized agent. Written payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment request and other reporting forms will be provided to the Grantee by the Council. Payment requests must include the following documentation:

LOCAL HOUSING INCENTIVES ACCOUNT

Consultant/contractor invoices showing the time period covered by the invoice; the specific grant-funded Project activities conducted or completed during the authorized time period within which eligible costs may be incurred; and documentation supporting expenses including subcontractor and consultant invoices showing unit rates, quantities, and a description of the good or services provided. Subcontractor markups shall not exceed ten percent (10%).

The Council will disburse grant funds on a reimbursement basis or a “cost incurred” basis. The Grantee must provide with its written payment requests documentation that shows grant-funded Project activities actually have been completed. Subject to verification of each payment request form (and the required documentation) and approval for consistency with this Agreement, the Council will disburse a requested amount to the Grantee within two (2) weeks after receipt of a properly completed and verified payment request form.

2.12. Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purposes of implementing the Project activities described or identified in Attachment A.

2.13. Effect of Grant. Issuance of this grant neither implies any Council responsibility for contamination, if any, at the Project site nor imposes any obligation on the Council to participate in any pollution cleanup of the Project site if such cleanup is undertaken or required.

2.14. Resale Limitations. The Grantee must impose resale limitations regarding the disposition of any equity realized by the purchasers of “affordable” units if grant funds received from the Council under this Agreement are used for homeownership affordability gap financing in the Project described or identified in Attachment A. The intent of this resale limitation is to protect the public investment in the Project and ensure that a proportion of the affordability gap provided by the public investment in the form of grant funds received from the Council is recaptured for reuse in conjunction with other affordable housing efforts and does not become a windfall for any purchaser who might sell the home prior to expiration of a predetermined resale limitation period. If a purchaser sells the “affordable” home prior to expiration of the resale limitation time period, an equitable proportion of the affordability gap filled by grant funds received from the Council under this Agreement must be recaptured by the Grantee within twenty-four (24) months of the triggering resale event and applied to a similar affordable housing project within the Participating Municipality, or returned to the Council. Unless otherwise agreed to by the Council and the Grantee, the length of the resale limitation time period and the proportion of the affordability gap to be recovered will be consistent with resale limitation time periods and repayment schedules stated in the Project application. These resale limitations do not apply when the grant funds are used for homeownership value gap financing.

LOCAL HOUSING INCENTIVES ACCOUNT

III. ACCOUNTING, AUDIT AND REPORT REQUIREMENTS

3.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 4.01 and 4.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Project activities described or identified in Attachment A or six (6) years following the expenditure of the grant funds, whichever occurs earlier. For all expenditures of grant funds received pursuant to this Agreement, the Grantee will keep proper financial records and other appropriate documentation sufficient to evidence the nature and expenditure of the dollar-for-dollar match funds required under Section 2.03. Accounting methods shall be in accordance with generally accepted accounting principles.

3.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

3.03. Reporting and Continuing Requirements. The Grantee will report to the Council on the status of the Project activities described or identified in Attachment A, the expenditures of the grant funds, and the source and expenditure of the dollar-for-dollar match funds required under Section 2.03. Submission of properly completed payment request forms (with proper documentation) required under Section 2.11 will constitute periodic status reports. The Grantee also must complete and submit to the Council a grant activity closeout report. The closeout report form must be submitted within 120 days after the expiration or termination of this Agreement, whichever occurs earlier. Within 120 days after the Expiration Date, the Grantee must complete and submit to the Council a certification of expenditures of funds form signed by the Grantee's chief financial officer or finance director. The form and content of the closeout report and certification form will be determined by the Council. These reporting requirements and the reporting requirements of Sections 2.06 and 2.07 shall survive the expiration or termination of this Agreement.

3.04. Environmental Site Assessment. The Grantee represents that a Phase I Environmental Site Assessment or other environmental review has been or will be carried out, if such environmental assessment or review is appropriate for the scope and nature of the Project activities funded by this grant, and that any environmental issues have been or will be adequately addressed.

IV. AGREEMENT TERM

4.01. Term. This Agreement is effective upon execution of the Agreement by the Council. Unless terminated pursuant to Section 4.02, this Agreement expires on the Expiration Date identified at Page 1 of this Agreement. **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE PRIOR TO THE EXPIRATION DATE SHALL REVERT TO THE COUNCIL.**

4.02. Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days' written notice to the Grantee. Cause shall mean a material breach of this Agreement and any amendments of this Agreement. If this Agreement is terminated prior to the

LOCAL HOUSING INCENTIVES ACCOUNT

Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Project activities described or identified in Attachment A that have been completed prior to the termination. Termination of this Agreement does not alter the Council's authority to recover grant funds on the basis of a later audit or other review, and does not alter the Grantee's obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

4.03. Amendments and Extension. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments or an extension of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee. If the Grantee needs additional time within which to complete grant-funded activities and commence the Project, the Grantee must submit to the Council **AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE**, a resolution of the Grantee's governing body requesting the extension and a written extension request. **THE EXPIRATION DATE MAY BE EXTENDED, BUT THE PERIOD OF ANY EXTENSION(S) SHALL NOT EXCEED TWO (2) YEARS BEYOND THE ORIGINAL EXPIRATION DATE IDENTIFIED AT PAGE 1 OF THIS AGREEMENT.**

V. GENERAL PROVISIONS

5.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

5.02. Conflict of Interest. The members, officers and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

5.03. Liability. Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify and hold harmless the Council and its members, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Project activities funded by this grant, except to the extent the claims, damages, losses and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, Title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

LOCAL HOUSING INCENTIVES ACCOUNT

5.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports and publications relating to the Project. The acknowledgment will contain the following or comparable language:

Financing for this project was provided by the Metropolitan Council Metropolitan Livable Communities Fund.

Until the Project is completed, the Grantee shall ensure the above acknowledgment language, or alternative language approved by the Council's authorized agent, is included on all signs (if any) located at Project or construction sites that identify Project funding partners or entities providing financial support for the Project. The acknowledgment and signage should refer to the "Metropolitan Council" (not "Met Council" or "Metro Council").

5.05. Permits, Bonds and Approvals. The Council assumes no responsibility for obtaining any applicable local, state or federal licenses, permits, bonds, authorizations or approvals necessary to perform or complete the Project activities described or identified in Attachment A. The Grantee and its developer(s), if any, must comply with all applicable licensing, permitting, bonding, authorization and approval requirements of federal, state and local governmental and regulatory agencies, including conservation districts.

5.06. Subgrantees, Contractors and Subcontractors. The Grantee shall include in any subgrant, contract or subcontract for Project activities appropriate provisions to ensure subgrantee, contractor and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this grant comply with all applicable state and federal Occupational Safety and Health Act regulations.

5.07. Stormwater Discharge and Water Management Plan Requirements. If any grant funds are used for urban site redevelopment, the Grantee shall at such redevelopment site meet or require to be met all applicable requirements of:

- (a) Federal and state laws relating to stormwater discharges including, without limitation, any applicable requirements of Code of Federal Regulations, title 40, parts 122 and 123; and
- (b) The Council's *2030 Water Resources Management Policy Plan* and the local water management plan for the jurisdiction within which the redevelopment site is located.

5.08. Authorized Agent. Payment request forms, written reports and correspondence submitted to the Council pursuant to this Agreement shall be directed to:

Metropolitan Council
Attn: LCA Grants Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805

5.09. Non-Assignment. Minnesota Statutes section 473.254, subdivision 6 requires the Council to distribute the grant funds to eligible "municipalities" or "development authorities" for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

5.10. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively

LOCAL HOUSING INCENTIVES ACCOUNT

that the individuals are duly authorized to execute this Agreement on the Grantee's and the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding and enforceable agreements.

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

CITY OF RAMSEY

METROPOLITAN COUNCIL

By: _____
Sarah Stommen
Mayor
Title: _____
Date _____

By: _____
Guy Peterson, Director
Title: Community Development Division
Date _____

By: _____
Kurtis G. Ulrich
Title: City Administrator
Date _____

By: _____
Title: _____
Date _____

ATTACHMENT A

PROJECT SUMMARY

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Project identified in the application for Local Housing Incentives Account grant funds submitted in response to a Request for Proposals issued by the Metropolitan Housing Implementation Group for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the proposed Project for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Project funding sources, changes in funding amounts, or minor changes in the proposed Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision in the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the Project summary contained in this Attachment A, the terms, descriptions and dollar amounts reflected in the Council Action or contained in this Agreement and the Project summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the Project summary; and (4) the grant application.

Project Summary

Grant # **SG104-102**
Type: **Local Housing Incentives Account**
Applicant **City of Ramsey**
Project Name **Sunwood Village**
Project Location **Ramsey Station, Outlot A, Sunwood Drive**
Council District **9 – Edward Reynoso**

Project Detail	
Development summary of project to commence by 12/31/2017	Sunwood Village will be a new construction 47 unit housing community built on 1.85 acres of land in the heart of downtown Ramsey. All of the units will be available to those at 60% of the area median income (AMI), with four of the units will be set aside for long term homeless (LTH) households. CommonBond's Advantage Services program will be available to all residents, with special programming being made available for those in the LTH units. Sunwood Village will comprise three stories and feature several common building amenities for residents, including a community room. This development will promote walking and biking to amenities, use of non-motorized transportation and sustainable construction.
Total housing units	47
Affordable units (60% AMI)	47 (43 at 50% AMI and 4 at 30% AMI)
Anticipated # bedrooms	9 – 1BR 25 – 2BR 13 – 3BR
Est. total development cost	\$12.6 million
Est. private funds leveraged	6.9 million
Est. other public funds	5.5 million
Funding	
LHIA Funding Match	Anoka County HOME funds
Other LCA funding	\$580,000 – LCDA TOD 2014
Recommended Funding	
\$200,000	LHIA
\$4,220,000	MHFA
Other Funding Sources	
\$2,219,268	Syndication proceeds
\$3,200,000	LMIR Bridge Loan
\$1,433,000	1 st Mortgage
\$330,000	Anoka County HOME funds
\$250,000	Anoka County funds
\$135,751	Sales tax rebate
\$12,568,019	Total Funding Sources

MASTER DISBURSEMENT AGREEMENT

THIS MASTER DISBURSEMENT AGREEMENT (this “**Agreement**”) shall have an effective date of the ____ day of _____, 2015, and is entered into among **CB Ramsey Housing Limited Partnership**, a **Minnesota limited partnership**, with its offices located at **1080 Montreal Avenue, Saint Paul, MN 55116** (“**Borrower**”), the Minnesota Housing Finance Agency, a public body corporate and politic of the State of Minnesota, with its offices located at 400 Sibley Street, Suite 300, St. Paul, MN 55101 (“**MHFA**”), **CommonBond Communities**, a **Minnesota nonprofit corporation**, with its offices located at **1080 Montreal Avenue, Saint Paul, MN 55116** (“**CommonBond**”), the **Anoka County Housing and Redevelopment Authority**, a public body corporate and politic of the State of Minnesota, with its offices located at **2100 Third Avenue North, Anoka, Minnesota 55303** (“**HRA**”), **City of Ramsey**, a Minnesota municipal corporation, with its office located at 7550 Sunwood Drive, Ramsey, MN 55303 (the “**City**”), and **Commercial Partners Title, LLC**, a **Minnesota limited liability company**, with its offices located at **200 South Sixth Street, Suite 1300, Minneapolis, MN 55402** (“**Title Company**”).

RECITALS

A. Borrower has applied to and obtained certain loans from other parties hereto and will use the proceeds of such loans and additional equity to fund the acquisition, construction and/or rehabilitation of a multifamily housing development identified as MHFA Development No. **D7721** (the “**Development**”), which will be situated on real property located in the City of **Ramsey**, County of **Anoka**, State of Minnesota, and legally described in **Exhibit A** attached hereto.

B. The following is a listing and description of the loans that Borrower has obtained from other parties hereto (collectively, the “**Loans**”) and the Equity (as defined herein) that Borrower will use to fund the acquisition, construction and/or rehabilitation of the Development:

Description of Funds	Amount of Funds
A loan from MHFA through its Bridge Loan Program, none of which has been disbursed as of the effective date of this Agreement.	\$3,075,000.00
A loan from MHFA through its Housing Infrastructure Bonds Program, none of which has been disbursed as of the effective date of this Agreement.	\$4,470,000.00
A loan from CommonBond , none of which has been disbursed as of the effective date of this Agreement.	\$250,000.00

A loan from HRA, none of which has been disbursed as of the effective date of this Agreement.	\$300,000.00
A grant the City to CommonBond, through the Metropolitan Council, none of which has been disbursed as of the effective date of this Agreement	\$780,000.00
Funds to be supplied by Borrower, as further described in Section 1(c) hereof, none of which has been disbursed as of the effective date of this Agreement.	\$1,328,400.00

C. MHFA, CommonBond, the City, and HRA have entered into agreements with Borrower and/or Title Company regarding the disbursement of the proceeds of the Loans and the Equity.

D. The parties have agreed that the Loans and the Equity are to be disbursed in a certain order of priority.

E. The parties wish to establish how the Loans and the Equity are to be disbursed and the order of priority for the disbursement thereof.

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** The definitions set forth above shall be incorporated into this Section 1 by reference. The following terms shall have the meanings set out respectively after each such term, and such meaning shall be equally applicable to both the singular and plural forms of the term defined:

(a) “CommonBond Disbursement Agreement” - An agreement, whether verbal or written, between CommonBond, Borrower, and, if applicable, Title Company, which provides for the disbursement of the CommonBond Loan.

(b) “CommonBond Loan” – A loan from CommonBond to Borrower in an original principal amount of \$250,000.00.

(c) “Equity” – Cash monies, consisting of an initial capital contribution of \$548,400 to be supplied to the Title Company by the Borrower.

(d) “HRA Disbursement Agreement” – An agreement, whether verbal or written, between HRA, Borrower, and, if applicable, Title Company, which provides for the disbursement of the HRA Loan.

(e) “HRA Loan” - A loan from HRA to Borrower in an original principal amount of \$300,000.00.

(f) “City Grant” – Cash monies consisting of (i) \$580,000 of LCDA funds originally provided by the Metropolitan Council to the City of Ramsey, subgranted to

CommonBond, contributed by CommonBond to CB Ramsey Housing LLC, the general partner of Borrower (“GP”), and then contributed by GP to Borrower, and (ii) \$200,000 of LHIA funds originally provided by the Metropolitan Council to the City of Ramsey, subgranted to CommonBond, contributed by CommonBond to GP, and then contributed by GP to Borrower.

(g) “City Grant Agreements” – Collectively, the following agreements, which provide for the disbursement of the Met Council Equity: (i) Metropolitan Livable Communities Act Grant Agreement (Local Housing Initiatives Account) dated effective as of July 31, 2015 by and between the Metropolitan Council (“Met Council”) and the City, (ii) Metropolitan Livable Communities Act Grant Agreement (Livable Communities Demonstration Account) dated effective as of July 31, 2015 by and between the Met Council and the City, and (iii) Subgrant Agreement dated as of _____, 2015 by and between the City and CommonBond.

(h) “MHFA Disbursement Agreement” - The Disbursement Agreement between MHFA and Title Company of even date herewith, which provides for the disbursement of the Equity and the proceeds of the MHFA Bridge Loan and the MHFA HIB Loan.

(i) “MHFA Bridge Loan” - A loan from MHFA through its Bridge Loan Program to Borrower in an original principal amount of \$3,075,000.00.

(j) “MHFA HIB Loan” - A loan from MHFA through its Housing Infrastructure Bonds Program to Borrower in an original principal amount of \$4,470,000.00.

2. **Order of Priority for Disbursement.** Title Company has already been, or will be from time to time, supplied with the Equity and the proceeds of the CommonBond Loan, the City Grant, the HRA Loan, the MHFA Bridge Loan and the MHFA HIB Loan and shall disburse such funds in the following order of priority:

Source of Funds	Order of Disbursement
Equity	First
City Grant	Second
MHFA HIB Loan	Third
MHFA Bridge Loan	Fourth
HRA Loan	Fifth
CommonBond Loan	Sixth

The parties agree that the proceeds of the above-listed sources of funds shall be disbursed in the order indicated and that none of the proceeds of a source of funds shall be disbursed until all of the proceeds of funds that are to be disbursed prior thereto have been disbursed. The parties further direct Title Company to disburse the proceeds of the above-listed sources of funds in the order indicated, and Title Company agrees to comply with such direction.

Notwithstanding the order of disbursement of the Equity and the Loans (together, the “Funding Sources”) above the parties agree that if funds from one Funding Source are unavailable due to the requirements of that Funding Source’s loan documents or disbursing agreement, funds from the next Funding Source will be made available for disbursement and, if there are insufficient funds to complete the Development, Borrower shall immediately, upon request from the Title Company, contribute and deposit with the Title Company, such sums as are required to complete the Development.

3. **Disbursement of Individual Funding Sources.** When Borrower desires the disbursement of any or all of the proceeds of any of the Funding Sources, it will submit a draw request to the appropriate entity that is supplying such funds. If the draw request meets the provisions contained in the applicable document that Borrower has entered into with the entity supplying the requested funds and all other requirements imposed by the applicable document have been satisfied, then the approving entity shall approve the draw request and forward it to MHFA for authorization for the disbursement of the draw. MHFA’s authorization shall be solely to confirm that the Development is being constructed in conformance with all applicable plans and specifications and shall not in any way relate to Borrower’s compliance with any provision imposed by an entity for the disbursement of that entity’s funds. Upon authorization by MHFA, MHFA shall forward the draw request to Title Company for disbursement of the applicable funds.

Title Company shall not disburse any monies without first receiving a draw request approved by both the entity whose monies are to be disbursed and MHFA, and upon receipt of an approved draw request, Title Company shall disburse the applicable monies in accordance with the provisions contained in the following documents:

Source of Funds to be Disbursed	Entity Supplying the Funds	Disbursement Document
Equity	Borrower	MHFA Disbursement Agreement
City Grant	City	City Grant Agreements
CommonBond Loan	CommonBond	CommonBond Disbursement Agreement
HRA Loan	HRA	HRA Disbursement Agreement
MHFA Bridge Loan	MHFA	MHFA Disbursement Agreement
MHFA HIB Loan	MHFA	MHFA Disbursement Agreement

4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument.

(THE REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Minnesota Housing Finance Agency Master Disbursement Agreement as of the date first written above.

BORROWER:

CB RAMSEY HOUSING LIMITED PARTNERSHIP
a Minnesota limited partnership

By: CB Ramsey Housing LLC
a Minnesota limited liability company
General Partner

By: _____
Ellen Higgins, Chief Manager

MHFA:

MINNESOTA HOUSING FINANCE AGENCY

By: _____
Wesley J. Butler
Assistant Commissioner, Multifamily

COMMONBOND:

COMMONBOND COMMUNITIES

a Minnesota nonprofit corporation

By: _____
Ellen Higgins, Vice President

HRA:

**ANOKA COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY**

By: _____
Scott Schulte, Chair
Anoka County HRA Board

By: _____
Karen Skepper
HRA Executive Director, and Director of
Anoka County Community and Government
Relations

Attest:

By: _____
Jerry Soma
Anoka County Administrator

APPROVED AS TO FORM:

By: _____
Christine Carney
Assistant County Attorney

CITY:

CITY OF RAMSEY, MINNESOTA

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

TITLE COMPANY:

COMMERCIAL PARTNERS TITLE, LLC

By: _____

Its: _____

Exhibit A

LEGAL DESCRIPTION

Parcel 1:

Lot 1, Block 1, Sunwood Village, Anoka County, Minnesota

Torrens Property

Torrens Certificate No. _____

Parcel 2:

Together with an easement for driveway as set forth in Declaration of Reciprocal Driveway Easements and Drainage and Utility Easements dated as of April 30, 2012, filed May 3, 2012, as Document No. 508341.013, as amended by the Amendment to Declaration of Reciprocal Driveway Easements and Drainage and Utility Easements dated as of _____, 2015, filed _____, 2015, as Document No. _____.

**SUNWOOD VILLAGE
DEVELOPMENT AGREEMENT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA**

THIS DEVELOPMENT AGREEMENT, is made and entered into as of _____, 2015 by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (the "**City**"), and **CB RAMSEY HOUSING LIMITED PARTNERSHIP**, a Minnesota limited partnership with a principal business address of 1080 Montreal Avenue, St. Paul, Minnesota 55116 (the "**Permittee**").

WITNESSETH:

WHEREAS, the **Permittee** is the fee owner of the following described property situated in the **CITY OF RAMSEY**, County of Anoka, State of Minnesota, and legally described as follows:

Lot 1, Block 1, Sunwood Village, Anoka County, Minnesota

(the "**Subject Property**"); and

WHEREAS, on May 12, 2015, the **City** approved the final plat of the **Subject Property** for **SUNWOOD VILLAGE** (the "**Plat**"),

WHEREAS, on May 12, 2015, the **City** approved the final site plan for Sunwood Village on the **Subject Property** (the "**Site Plan**"); and

WHEREAS, the **Permittee** intends to cause the Required Improvements (as defined hereunder) to be constructed upon the **Subject Property** without financial participation by the **City**.

NOW, THEREFORE, the **City** and **Permittee** agree as follows:

**SECTION I
REQUIRED IMPROVEMENTS AND FINANCIAL RESPONSIBILITIES**

1. **City Code Compliance.** The **City** approves the **Site Plan** conditioned on the **Permittee** developing the **Subject Property** in accordance with the applicable provisions of City Code.
2. **Conformance with Plan.** The **Site Plan** shall be developed pursuant to the plans consisting of Site Plan, Landscaping Plan, Grading and Drainage, Erosion Control, Utility, Storm Sewer, Lighting, Floor Plans, and Building Elevations for Sunwood Village prepared by Miller Hanson Partners and Loucks Associates, dated May 22, 2015, revised June 19, 2015, and including

Addendum 1, dated May 26, 2015, Addendum 2, dated June 1, 2015, Addendum 3, dated June 3, 2015, and Addendum 4, dated June 15, 2015 (collectively, the “**Approved Plans**”).

3. **Incorporation of All City Code Requirements.** That the recitals above and the applicable provisions of the City Charter, Subdivision Code, Zoning Code and Public Improvement Code of the **City**, as amended to date hereof, are incorporated herein by reference.
4. **State Building Code Compliance.** The structures on the **Subject Property** shall be constructed in accordance with the requirements of the Building Code adopted by the **City**.
5. **Fire Lanes.** Fire lanes shall be maintained on the **Subject Property** as set forth on the **Site Plan**. The **Permittee** herein agrees to post “No Parking” signs along private streets in accordance with City Code requirements and in conjunction with the instructions of the Fire Chief or his/her designee.
6. **Building Façade.** The **Permittee** agrees to construct the building on the **Subject Property** in accordance with the **Approved Plans**.
7. **Required Improvements.** The **Permittee** shall construct and install the following site improvements on and adjacent to the **Subject Property** in accordance with the specifications and location as shown on the **Approved Plans** (collectively, the “Required Improvements”):
 - a. Site grading in accordance with the Grading Plan prepared by Miller Hanson Partners and Loucks Associates and dated May 22, 2015, revised June 19, 2015.
 - b. Private storm sewer and appurtenances.
 - c. Private sanitary sewer system
 - d. Private watermains and appurtenances
 - e. Private trunk and lateral storm drainage facilities
 - f. Bituminous driveways, parking lots, and maneuvering areas.
 - g. Public and private sidewalks in accordance with the Site Plan.
 - h. Continuous, B6/12 concrete curbing and gutter around the perimeter of all bituminous surfaces.
 - i. Installation of landscaping in accordance with the Landscape Plan prepared by Miller Hanson Partners and Loucks Associates and dated May 22, 2015, revised June 19, 2015.
 - j. Irrigation metering and backflow devices shall be approved as part of the Utility Plan, and installed accordingly.
 - k. Irrigation rain sensors shall be installed and appropriately placed throughout the development.
 - l. Establishment of turf in areas disturbed during construction and in accordance with the Plat.
 - m. Temporary and permanent erosion control
 - n. Installation of survey monumentation (if not already completed).

The **Permittee** agrees to construct the Required Improvements according to the terms and conditions of this Agreement and in accordance with **Permittee’s** plans submitted to and approved by the **City**.

8. **Required Improvements Completion Date.** The Required Improvements shall be completed on or before December 31, 2016.
9. **Required Improvements Financial Guarantee.** In order to ensure the installation of the Required Improvements in accordance with **City** specifications and in a timely manner, the **Permittee** shall be required to deposit with the **City** a cash escrow or letter of credit, approved as to form by the **City**, in the amount of Three Hundred Eighty Eight Thousand Two Hundred Sixteen Dollars and No Cents

(\$388,216.00), which is equal to 150% of the **City's** estimated cost of the Required Improvements. Prior to the issuance of the building permit, all financial guarantees must be provided as required herein.

Within ten (10) days after the full certificate of occupancy is issued for the **Subject Property**, such financial guarantee shall be returned to the **Permittee** and the **Permittee** shall be required to provide the landscaping maintenance guarantee described in Paragraph 13 of this **Development Agreement**. The determination of completion of the construction of the Required Improvements shall be made by the **City**. In the event the **Permittee** fails to construct and install the Required Improvements as required herein in all material respects, within the timeframe provided herein (except due to acts of god or other causes outside the control of **Permittee**), the City Council may order the completion of the Required Improvements with **City** day labor and/or by letting contracts for said completion and draw upon the escrow for payment. Only the City Council shall have the authority to direct completion of the Required Improvements and withdraw from the escrow account. The **Permittee** hereby grants permission and a license to the **City** and/or its contractors and assigns to enter upon the **Subject Property** for the purpose of completing the construction and installation of the Required Improvements in the event of the **Permittee's** default and its failure to cure any such default within 30 days after its receipt of written notice thereof.

10. **Inspection Fees.** The **Permittee** shall be responsible for all inspection costs incurred by the **City** related to the installation of Required Improvements. The **Permittee** shall make a cash deposit into the appropriate escrow account at the **City** and the **City** shall have the authority to draw upon these funds for the purpose of compensating for inspection services. The amount of the deposit shall be equal to five percent (5%) of the estimated cost of the Required Improvements, which equates to Twelve Thousand Nine Hundred Forty Dollars and No Cents (\$12,940.00) (5% x \$258,811.00). Upon completion of the Required Improvements to the satisfaction of the **City**, any surplus balance remaining in the **City's** escrow account shall be promptly refunded to the **Permittee**.
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SECTION II PERMITS AND OCCUPANCY

12. **Requirements for Building Permits.** No building permit for any lot on the **Subject Property** shall be issued until: (a) a Class 5 driving surface is installed to within 300 feet of the structure; (b) Site Plan approval is granted by the **City** and any expense incurred in giving Site Plan approval has been reimbursed to the **City**; (c) the Building Official has been provided with a copy of the approved **Site Plan**, signed by a registered architect or surveyor, showing all dimensions to scale; (d) the **Plat** has been recorded at Anoka County Property Records or the **City** has been provided assurances in its sole discretion that the Plat will be recorded prior to commencement of construction on the Subject Property, (e) a Lower Rum River Watershed Management Organization Permit has been obtained. In addition, the **City** reserves the right to suspend all building activities upon the **City** being notified by an outside agency that the appropriate permit(s) was not obtained from the applicable agency. Approval of the building foundation requires a certificate of elevation signed by a licensed (State of Minnesota), professional land surveyor, verifying that the elevation with the approved grading plan for the Subject Property. Foundation approvals will require a certificate of elevation verifying that the

actual elevation is in compliance with the approved grading and drainage plan. The lowest floor elevation shall be at least 2 feet above the 100 year elevation.

No occupancy permit for any lot in the **Subject Property** shall be issued until: (a) vehicular access to the **Subject Property** is provided including the installation of at least one layer of bituminous surfacing; (b) all utilities are in place, operational and accepted by the **City**; (c) if slope of less than 2%, a certificate of grading, prepared by a licensed (State of Minnesota), professional land surveyor, must be provided to the **City** documenting that the flattest grade on this lot is 1% or greater.

SECTION III LANDSCAPING

13. **Maintenance Guarantee for Landscaping.** It is herein agreed that the **Permittee** shall provide a maintenance guarantee to ensure the survival of the plantings for the **Subject Property**, in accordance with the Landscape Plan prepared by Miller Hanson Partners and Loucks Associates dated April 27, 2015, revised June 19, 2015 (the "**Landscape Plan**"). Said maintenance guarantee shall consist of cash or a letter of credit, approved as to form by the **City**, in the amount of Six Thousand Six Hundred and Sixty Dollars and No Cents (**\$6,660.00**) [# plantings (45 trees, 206 shrubs) x cost/planting (\$150/tree, \$75/shrub) x 30% average non-survival rate], which shall be in effect for a two-year period commencing on the date of the **City's** acceptance of said plantings as part of the Required Improvements.

At the end of the two-year period, the maintenance guarantee shall be returned to the **Permittee**. The determination that all plantings that have been planted in accordance with the **Landscape Plan** have either survived or have been replaced shall be made by the Community Development Department of the **City**. In the event the **Permittee** fails to maintain the required plantings for a two-year period, the City Council may order the replacement of plantings with **City** day labor and/or by letting contracts and draw upon the escrow for payment. Only the City Council shall have the authority to direct replacement of the plantings and withdraw from the escrow account. The **Permittee** hereby grants permission and a license to the **City** and/or its contractors and assigns to enter upon the **Subject Property** for the purpose of replacing plantings in the event of the **Permittee** default under this Section 13 and its failure to cure such default within 30 days after its receipt of written notice thereof.

SECTION IV GENERAL

14. **Boulevard and Area Restoration.** The **Permittee** shall be responsible for restoring all areas disturbed by the development grading operation in accordance with the approved erosion and sediment control plan included within the Approved Plans. The **Permittee** shall also be responsible for the cost of cleaning any soil, earth or debris from the wetlands within and adjacent to the **Subject Property** resulting from grading or other construction performed in the development of the **Subject Property**.
15. **Construction Site Maintenance.** The **Permittee** shall adhere to all **City** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.
16. **Estimated Cost.** It is understood and agreed that cost amounts set forth in this **Development Agreement** as Required Improvements, unless specified as fixed amounts, are estimated. The **Permittee** agrees to pay the entire cost of said improvements including interest, engineering and reasonable legal charges.

17. **Site Plan Approval Expenses.** The **Permittee** agrees that it will pay to the **City** all reasonably incurred expenses incurred by the **City** in connection with the approval of the **Site Plan**, including, but not limited to administration expenses, engineering and legal fees. Said expenses shall be paid within fifteen (15) days of billing by the **City** and outstanding billings shall be paid prior to issuance of the building permit. Any expenses incurred after the release of the building permit shall also be paid within said fifteen (15) day billing period. Failure to pay the **City's** expenses within the fifteen (15) day billing period will permit the **City** to draw upon any of the escrows required by this Agreement for payment.
18. **Reimbursement to the City.** The **Permittee** agrees to reimburse the **City** for all costs incurred by the **City** in defense or enforcement of this **Development Agreement**, or any portion thereof, including court costs and reasonable engineering and attorney's fees.
19. **Invalidity of Any Section.** If any portion, section, subsection, sentence, clause, paragraph or phase of this **Development Agreement** is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not effect or void any of the other provisions of this **Development Agreement**.
20. **Proof of Authority.** When the **Permittee** is a corporation, the **City** requires proof of authority by the corporation to execute this **Development Agreement**.
21. **Violation of This Agreement.** If the **Permittee** fails to perform any of the material terms of this **Development Agreement** and fails to cure such failure within 30 days after receiving written notice thereof (an "Event of Default"), the **City** shall be entitled to recover, from the **Permittee** or the issuer of **Permittee** financial guarantee, the full amount of any and all financial guarantees. The occurrence of an Event of Default that remains uncured shall also be grounds for denial of Building Permit or issuance of Certificate of Occupancy. Notwithstanding anything to the contrary herein, any limited partner of the **Permittee** (the "Limited Partner") shall have the right, but not the obligation, to cure any default by the **Permittee** under this Agreement, and the **City** shall accept performance by the Limited Partner of any obligation of the **Permittee** hereunder as though tendered by the **Permittee** itself.
22. **Agreement Binding On Successors and Assigns.** The **Permittee** agrees that this **Development Agreement** shall be binding upon its successors and assigns.
23. **Impacted Public Improvements.** The **Permittee** agrees to not damage or destroy any plant, tree, or other landscape material owned by the **City**, such as irrigation systems, sidewalk panels, and curbing, throughout construction of the project. Furthermore, **Permittee** agrees to replace any such damaged materials and restore any irrigation system to working order prior to issuance of the Certificate of Occupancy.
24. **Termination.** Upon the expiration of the two-year period set forth in Section 13, this Agreement shall automatically be terminated and be of no further force and effect.
25. **Notice.** Any notice to be provided to the **Permittee** under this Agreement shall be delivered to its address set forth in the introductory paragraph above and copies shall simultaneously be delivered to the following:

Winthrop & Weinstine, P.A.
225 South Sixth Street
Suite 3500

Minneapolis, MN 55402
Attention: Jeffrey Koerselman

and

Wincopin Circle LLLP
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044
Attn: General Counsel

26. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto.

27. **Subordination.** Notwithstanding anything in this **Development Agreement** to the contrary, this **Development Agreement** shall be subordinate to any loan documents recorded against the **Subject Property** in favor of the Minnesota Housing Finance Agency; *provided, however,* that such subordination shall not be applicable to the **City's** right to enforce (i) the **Permittee's** obligation to construct and install the **Required Improvements** in accordance with the **Approved Plans**, or (ii) the **Permittee's** obligations to satisfy all of the fees it is required to pay under this **Development Agreement**.

[The remainder of this page has been left blank intentionally.]

IN WITNESS THEREOF, the parties have hereunto set their hands and seals as of the date first above written.

CITY OF RAMSEY

By: _____

Its: Mayor

ATTEST

By: _____

Its: City Administrator

STATE OF MINNESOTA)
)
COUNTY OF ANOKA) ss.

On this _____ day of _____, 2015, before me a Notary Public personally appeared Sarah Strommen and Kurt G. Ulrich, to me personally known, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the municipal corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said municipal corporation, and the said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and said Sarah Strommen and Kurt G. Ulrich acknowledge said instrument to be the free act and deed of said municipal corporation.

Notary Public

**CB RAMSEY HOUSING LIMITED
PARTNERSHIP**

By: CB Ramsey Housing LLC
Its: General Partner

By: _____
Ellen Higgins
Its Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Ellen Higgins, the Chief Manager CB Ramsey Housing LLC, a Minnesota limited liability company and general partner of CB Ramsey Housing Limited Partnership, a Minnesota limited partnership, on behalf of such limited partnership

Notary Public

[±]
This document drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

This document reviewed by:
Ratwik, Roszak & Maloney, P.A.
730 Second Ave. S., Suite 300
Minneapolis, MN 55402

EXHIBIT A

Fees Payable to the City

1. Park Dedication. The **PERMITTEE** is responsible for satisfying applicable Park Dedication requirements. The 2015 Park Dedication Fee applicable to the Plat is \$2,210 per residential unit (when there is 20+ units per acre). **PERMITTEE** must pay a Park Dedication Fee of One Hundred Three Thousand Eight Hundred Seventy Dollars and No Cents ($\$2,210 \times 47 \text{ units} = \mathbf{\$103,870.00}$). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
2. Trail Development Fees. The **PERMITTEE** is responsible for satisfying applicable Trail Development Fee requirements. The 2015 Trail Development Fee applicable to the Plat is \$700 per residential unit. **PERMITTEE** must pay a Trail Development Fee of Thirty Two Thousand Nine Hundred Dollars and No Cents ($\$700 \times 47 \text{ units} = \mathbf{\$32,900.00}$). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
3. Sanitary Sewer Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Trunk requirements. The 2015 Sanitary Sewer Trunk Fee applicable to the Plat is \$1,126 per residential unit. The **PERMITTEE** must pay a Sanitary Sewer Trunk Fee of Fifty Two Thousand Nine Hundred Twenty Two Dollars and No Cents ($\$1,126 \times 47 \text{ units} = \mathbf{\$52,922.00}$). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
4. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Water Trunk requirements. The 2015 Sanitary Sewer Trunk Fee applicable to the Plat is \$1,597 per residential unit. The **PERMITTEE** must pay a Water Trunk Fee of Seventy Five Thousand Fifty Nine Dollars and No Cents ($\$1,597 \times 47 \text{ units} = \mathbf{\$75,059.00}$). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
5. Sanitary Sewer Lateral Benefit Fees. The **PERMITTEE** is constructing its own lateral service lines; therefore no sanitary sewer lateral benefit fee is due.
6. Water Lateral Fees. The **PERMITTEE** is constructing its own lateral service lines; therefore no water lateral benefit fee is due.
7. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying applicable Stormwater Trunk Fee requirements. The 2015 Stormwater Management Fee \$459 per residential unit. **PERMITTEE** must pay a Stormwater Management Fee of Twenty One Thousand Five Hundred Seventy Three Dollars and No Cents ($\$459 \times 47 \text{ units} = \mathbf{\$21,573.00}$). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
8. Street Light Fee. The **PERMITTEE** is responsible for a Street Light Fee of \$2,600 per light. **PERMITTEE** must pay a Street Light Fee of Seven Thousand Eight Hundred Dollars and No

Cents ($\$2,600 \times 3 \text{ lights} = \mathbf{\$7,800.00}$).The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

9. Street Light Operation and Maintenance Fee. The **PERMITTEE** is responsible for a Street Light Operation and Maintenance Fee of \$294 per light. **PERMITTEE** must pay a Street Light Operation and Maintenance Fee of Eight Hundred Eighty Two Dollars and No Cents ($\$294 \times 3 \text{ lights} = \mathbf{\$882.00}$).The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

10545315v2

**SUNWOOD VILLAGE
DEVELOPMENT AGREEMENT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA**

THIS DEVELOPMENT AGREEMENT, is made and entered into as of _____, 2015 by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (the "**City**"), and **CB RAMSEY HOUSING LIMITED PARTNERSHIP**, a Minnesota limited partnership with a principal business address of 1080 Montreal Avenue, St. Paul, Minnesota 55116 (the "**Permittee**").

WITNESSETH:

WHEREAS, the **Permittee** is the fee owner of the following described property situated in the **CITY OF RAMSEY**, County of Anoka, State of Minnesota, and legally described as follows:

Lot 1, Block 1, Sunwood Village, Anoka County, Minnesota

(the "**Subject Property**"); and

WHEREAS, on May 12, 2015, the **City** approved the final plat of the **Subject Property** for **SUNWOOD VILLAGE** (the "**Plat**"),

WHEREAS, on May 12, 2015, the **City** approved the final site plan for Sunwood Village on the **Subject Property** (the "**Site Plan**"); and

WHEREAS, the **Permittee** intends to cause the Required Improvements (as defined hereunder) to be constructed upon the **Subject Property** without financial participation by the **City**.

NOW, THEREFORE, the **City** and **Permittee** agree as follows:

**SECTION I
REQUIRED IMPROVEMENTS AND FINANCIAL RESPONSIBILITIES**

1. **City Code Compliance.** The **City** approves the **Site Plan** conditioned on the **Permittee** developing the **Subject Property** in accordance with the applicable provisions of City Code.
2. **Conformance with Plan.** The **Site Plan** shall be developed pursuant to the plans consisting of Site Plan, Landscaping Plan, Grading and Drainage, Erosion Control, Utility, Storm Sewer, Lighting, Floor Plans, and Building Elevations for Sunwood Village prepared by Miller Hanson Partners and Loucks Associates, dated May 22, 2015, revised June 19, 2015, and including

Addendum 1, dated May 26, 2015, Addendum 2, dated June 1, 2015, Addendum 3, dated June 3, 2015, and Addendum 4, dated June 15, 2015 (collectively, the “**Approved Plans**”).

3. **Incorporation of All City Code Requirements.** That the recitals above and the applicable provisions of the City Charter, Subdivision Code, Zoning Code and Public Improvement Code of the **City**, as amended to date hereof, are incorporated herein by reference.
4. **State Building Code Compliance.** The structures on the **Subject Property** shall be constructed in accordance with the requirements of the Building Code adopted by the **City**.
5. **Fire Lanes.** Fire lanes shall be maintained on the **Subject Property** as set forth on the **Site Plan**. The **Permittee** herein agrees to post “No Parking” signs along private streets in accordance with City Code requirements and in conjunction with the instructions of the Fire Chief or his/her designee.
6. **Building Façade.** The **Permittee** agrees to construct the building on the **Subject Property** in accordance with the **Approved Plans**.
7. **Required Improvements.** The **Permittee** shall construct and install the following site improvements on and adjacent to the **Subject Property** in accordance with the specifications and location as shown on the **Approved Plans** (collectively, the “Required Improvements”):
 - a. Site grading in accordance with the Grading Plan prepared by Miller Hanson Partners and Loucks Associates and dated May 22, 2015, revised June 19, 2015.
 - b. Private storm sewer and appurtenances.
 - c. Private sanitary sewer system
 - d. Private watermains and appurtenances
 - e. Private trunk and lateral storm drainage facilities
 - f. Bituminous driveways, parking lots, and maneuvering areas.
 - g. Public and private sidewalks in accordance with the Site Plan.
 - h. Continuous, B6/12 concrete curbing and gutter around the perimeter of all bituminous surfaces.
 - i. Installation of landscaping in accordance with the Landscape Plan prepared by Miller Hanson Partners and Loucks Associates and dated May 22, 2015, revised June 19, 2015.
 - j. Irrigation metering and backflow devices shall be approved as part of the Utility Plan, and installed accordingly.
 - k. Irrigation rain sensors shall be installed and appropriately placed throughout the development.
 - l. Establishment of turf in areas disturbed during construction and in accordance with the Plat.
 - m. Temporary and permanent erosion control
 - n. Installation of survey monumentation (if not already completed).

The **Permittee** agrees to construct the Required Improvements according to the terms and conditions of this Agreement and in accordance with **Permittee’s** plans submitted to and approved by the **City**.

8. **Required Improvements Completion Date.** The Required Improvements shall be completed on or before December 31, 2016.
9. **Required Improvements Financial Guarantee.** In order to ensure the installation of the Required Improvements in accordance with **City** specifications and in a timely manner, the **Permittee** shall be required to deposit with the **City** a cash escrow or letter of credit, approved as to form by the **City**, in the amount of Three Hundred Eighty Eight Thousand Two Hundred Sixteen Dollars and No Cents

(\$388,216.00), which is equal to 150% of the **City's** estimated cost of the Required Improvements. Prior to the issuance of the building permit, all financial guarantees must be provided as required herein.

Within ten (10) days after the full certificate of occupancy is issued for the **Subject Property**, such financial guarantee shall be returned to the **Permittee** and the **Permittee** shall be required to provide the landscaping maintenance guarantee described in Paragraph 13 of this **Development Agreement**. The determination of completion of the construction of the Required Improvements shall be made by the **City**. In the event the **Permittee** fails to construct and install the Required Improvements as required herein in all material respects, within the timeframe provided herein (except due to acts of god or other causes outside the control of **Permittee**), the City Council may order the completion of the Required Improvements with **City** day labor and/or by letting contracts for said completion and draw upon the escrow for payment. Only the City Council shall have the authority to direct completion of the Required Improvements and withdraw from the escrow account. The **Permittee** hereby grants permission and a license to the **City** and/or its contractors and assigns to enter upon the **Subject Property** for the purpose of completing the construction and installation of the Required Improvements in the event of the **Permittee's** default and its failure to cure any such default within 30 days after its receipt of written notice thereof.

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IN WITNESS THEREOF, the parties have hereunto set their hands and seals as of the date first above written.

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By: _____

Its: Mayor

ATTEST

By: _____

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STATE OF MINNESOTA)
)
COUNTY OF ANOKA) ss.

On this _____ day of _____, 2015, before me a Notary Public personally appeared Sarah Strommen and Kurt G. Ulrich, to me personally known, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the municipal corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said municipal corporation, and the said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and said Sarah Strommen and Kurt G. Ulrich acknowledge said instrument to be the free act and deed of said municipal corporation.

Notary Public

**CB RAMSEY HOUSING LIMITED
PARTNERSHIP**

By: CB Ramsey Housing LLC
Its: General Partner

By: _____
Ellen Higgins
Its Chief Manager

STATE OF MINNESOTA)
)
COUNTY OF) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Ellen Higgins, the Chief Manager CB Ramsey Housing LLC, a Minnesota limited liability company and general partner of CB Ramsey Housing Limited Partnership, a Minnesota limited partnership, on behalf of such limited partnership

Notary Public

[±]
This document drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

This document reviewed by:
Ratwik, Roszak & Maloney, P.A.
730 Second Ave. S., Suite 300
Minneapolis, MN 55402

EXHIBIT A

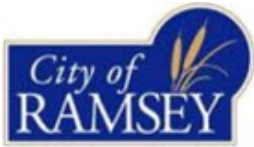
Fees Payable to the City

1. Park Dedication. The **PERMITTEE** is responsible for satisfying applicable Park Dedication requirements. The 2015 Park Dedication Fee applicable to the Plat is \$2,210 per residential unit (when there is 20+ units per acre). **PERMITTEE** must pay a Park Dedication Fee of One Hundred Three Thousand Eight Hundred Seventy Dollars and No Cents ($\$2,210 \times 47 \text{ units} = \mathbf{\$103,870.00}$). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
2. Trail Development Fees. The **PERMITTEE** is responsible for satisfying applicable Trail Development Fee requirements. The 2015 Trail Development Fee applicable to the Plat is \$700 per residential unit. **PERMITTEE** must pay a Trail Development Fee of Thirty Two Thousand Nine Hundred Dollars and No Cents ($\$700 \times 47 \text{ units} = \mathbf{\$32,900.00}$). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
3. Sanitary Sewer Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Trunk requirements. The 2015 Sanitary Sewer Trunk Fee applicable to the Plat is \$1,126 per residential unit. The **PERMITTEE** must pay a Sanitary Sewer Trunk Fee of Fifty Two Thousand Nine Hundred Twenty Two Dollars and No Cents ($\$1,126 \times 47 \text{ units} = \mathbf{\$52,922.00}$). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
4. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Water Trunk requirements. The 2015 Sanitary Sewer Trunk Fee applicable to the Plat is \$1,597 per residential unit. The **PERMITTEE** must pay a Water Trunk Fee of Seventy Five Thousand Fifty Nine Dollars and No Cents ($\$1,597 \times 47 \text{ units} = \mathbf{\$75,059.00}$). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
5. Sanitary Sewer Lateral Benefit Fees. The **PERMITTEE** is constructing its own lateral service lines; therefore no sanitary sewer lateral benefit fee is due.
6. Water Lateral Fees. The **PERMITTEE** is constructing its own lateral service lines; therefore no water lateral benefit fee is due.
7. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying applicable Stormwater Trunk Fee requirements. The 2015 Stormwater Management Fee \$459 per residential unit. **PERMITTEE** must pay a Stormwater Management Fee of Twenty One Thousand Five Hundred Seventy Three Dollars and No Cents ($\$459 \times 47 \text{ units} = \mathbf{\$21,573.00}$). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
8. Street Light Fee. The **PERMITTEE** is responsible for a Street Light Fee of \$2,600 per light. **PERMITTEE** must pay a Street Light Fee of Seven Thousand Eight Hundred Dollars and No

Cents ($\$2,600 \times 3 \text{ lights} = \mathbf{\$7,800.00}$).The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

9. Street Light Operation and Maintenance Fee. The **PERMITTEE** is responsible for a Street Light Operation and Maintenance Fee of \$294 per light. **PERMITTEE** must pay a Street Light Operation and Maintenance Fee of Eight Hundred Eighty Two Dollars and No Cents ($\$294 \times 3 \text{ lights} = \mathbf{\$882.00}$).The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

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Our Mission: To work together to responsibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session

7.7.

Meeting Date: 08/11/2015

By: Colleen Lasher, Administrative Services

Information

Title:

Adopt Resolution #15-08-204 to Hire Public Safety Administrative Support Personnel **Please Note: this case was moved from Consent 4.09.**

Purpose/Background:

The purpose of this case is to request the City Council to hire two public safety administrative support employees; one part-time Fire Technician (at 20 hours per week – increasing the Fire Department’s support from 5 hours per week to 20) and one full-time Lead Police Records Technician (rather than the former structure of 2 part-time employees).

As the City Council will recall, a work-session discussion took place on June 9, 2015, where the City Council agreed by consensus to have staff move ahead with filling the current vacancies and conducting a recruitment process. The June 9th case and minutes are attached for review.

Staff proceeded with the City Council’s direction to recruit for the positions. The new hires will serve to continue the City’s efforts to meet the goals of the strategic plan, especially with regard to the strategic imperative of "Smart Citizen-Focused Government" and providing for "An Effective Organization".

Staff conducted first and second interviews and an extensive back-rouding process and is recommending the City Council hire Ms. Ann Marie Busak as the City’s new part-time Fire Technician and Ms. Jemma Peterson as the City’s new full-time Lead Police Records Technician.

Notification:

The June work-session documentation is attached.

Funding Source:

The 2015 funding required for a part-time Fire Technician is estimated to be approximately \$9,508 (\$23,418 on an annual basis in 2016). The 2015 funding required for a full-time Lead Police Records Technician is estimated to be approximately \$30,506.00. (\$67,183 on an annual basis in 2016). However, with the savings from earlier Police Department staffing changes, the 2015 difference with adding a part-time Fire Technician and a full-time Lead Police Records Technician comes to a savings of \$17,116 over what was originally budgeted for 2015.

Recommendation:

Staff recommends the following:

1. Hire Ms. Ann Marie Busak as the City's new part-time Fire Technician, effective on or near August 26, 2015, at \$18.64 per hour, which is step 1 of the 2015 wage scale; and
2. Hire Ms. Jemma Peterson as the City's new full-time Lead Police Records Technician, effective on or near August 26, 2015, at \$22.13 per hour, which is step 3 of the 2015 wage scale.

Action:

Motion to adopt Resolution #15-08-204 to Hire Public Safety Administrative Support Personnel (hire Ms. Ann Marie Busak as the City's new part-time Fire Technician, effective on or near August 26, 2015, at \$18.64 per hour, which is step 1 of the 2015 wage scale; and to hire Ms. Jemma Peterson as the City's new full-time Lead Police Records Technician, effective on or near August 26, 2015, at \$22.13 per hour, which is step 3 of the 2015 wage scale)

Attachments

Work Session Case

Work Session Minutes

Resolution

Form Review

Inbox	Reviewed By	Date
Kathy Schmitz	Kathy Schmitz	08/06/2015 09:23 AM
Jo Thieling	Jo Thieling	08/06/2015 10:43 AM
Diana Lund	Diana Lund	08/06/2015 10:47 AM
Kurt Ulrich	Jo Thieling	08/06/2015 10:51 AM
Form Started By: Colleen Lasher		Started On: 08/04/2015 01:42 PM
Final Approval Date: 08/06/2015		

Meeting Date: 06/09/2015

Information

Title:

Discussion Regarding Public Safety Administrative Support

Purpose/Background:

The purpose of this discussion is to request the City Council's direction for staff to proceed with a recruiting effort to fill the immediate and long-term administrative support needs in both the Fire Department and the Police Department.

As a result of two recent staffing changes in the Police Department, both the Police and Fire Departments currently have greatly reduced administrative support capacity. As the City Council is aware, two part-time Police Technicians (one 20-hour and one 25-hour) are no longer working in that capacity. One of the Police Technicians is now working as a Ramsey Community Service Officer and the other is no longer employed with the City. This change has left the Police Department short by 40 hours per week and the Fire Department short by 5 hours per week. The interim support needs are being handled by the Police Department Office Supervisor and a Police Captain, taking turns working at the front desk area taking calls and assisting customers; as well as the Fire Chief & Fire Marshal picking up as much of the work as they can.

City's Recruiting Policy:

For previously approved/budgeted positions, it is the City's policy to conduct needed recruitment and to bring a case forward to the City Council to request authorization to hire. However, in this case, staff would like to discuss alternative staffing options (rather than conducting recruitment based on the current vacancies) in order to restructure; best meeting the needs of the City and the goals of the Strategic Plan.

Fire Department:

Staff would like to begin a recruitment for a 20-hour per week Fire Technician to fill the administrative support role within the Fire Department. For the last couple of years the administrative support functions for the Fire Department have been handled in the Police Department at just 5-hours per week (5-hours of the 25-hour per week technicians's schedule under the direction of 2 supervisors). The 5-hour weekly schedule came about in response to the need to reduce personnel costs; prior to that the position was 40-hours per week for several years. There have been many changes in the Fire Department that speak to the need for additional hours of administrative support (including but not limited to payroll processing changes and other record keeping needs); along with a need to better utilize the Fire Chief's and the Fire Marshal's time to be more specifically focused on higher level public safety activities, and to provide more responsive customer service. In addition to the attached documentation, staff is prepared to discuss the needs of the Fire Department with the City Council as part of this case.

Police Department:

Staff would like to begin a recruitment for a 40-hour per week Lead Records Technician. Changing from two part-time employees to one lead full-time employee will help to provide consistency and continuity of service. In addition, it is the City's goal to operate under a 3-deep staffing plan and to practice proactive succession planning. Employing a lead support person will provide a link between the front desk support staff and the Police Department Office Supervisor. Currently, a Police Captain must serve as the Police Department Office Supervisor's back-up. In addition to the attached documentation, staff is prepared to discuss the needs of the Police Department with the City Council as part of this case.

In summary, City staff continues to be cautiously prudent with regard to maintaining a reduced personnel budget and have carefully considered the staffing needs of both departments, and have determined that the City would be

better able to meet the goals of the strategic plan, especially with regard to strategic imperative of "Smart Citizen-Focused Government" and providing for a more "An Effective Organization".

Timeframe:

10 to 30 minutes.

Funding Source:

The 2015 funding required for a part-time Fire Technician is estimated to be approximately \$9,508 (\$23,418 on an annual basis in 2016). The 2015 funding required for a full-time Lead Police Records Technician is estimated to be approximately \$30,506.00. (\$67,183 on an annual basis in 2016). However, with the savings from earlier Police Department staffing changes, the 2015 difference with adding a part-time Fire Technician and a full-time Lead Police Records Technician comes to a savings of \$17,116 over what was originally budgeted for 2015.

Responsible Party(ies):

Colleen Lasher, Human Resources Manager in cooperation with Dean Kapler, Fire Chief and Jeff Katers, Police Chief.

Outcome:

For the City Council to direct staff to conduct recruitment as outlined above in order to fulfill the City's staffing needs.

Attachments

[Fire Technician Justification](#)

[Lead Police Records Tech Justification](#)

Form Review

Inbox	Reviewed By	Date
Dean Kapler	Colleen Lasher	06/03/2015 10:29 AM
Colleen Lasher (Originator)	Colleen Lasher	06/03/2015 10:30 AM
Dean Kapler	Jo Thieling	06/03/2015 10:32 AM
Jeff Katers	Jeff Katers	06/03/2015 10:45 AM
Colleen Lasher (Originator)	Jo Thieling	06/03/2015 10:47 AM
Dean Kapler	Dean Kapler	06/03/2015 11:10 AM
Colleen Lasher (Originator)	Colleen Lasher	06/04/2015 09:29 AM
Kurt Ulrich	Kurt Ulrich	06/04/2015 03:12 PM
Kurt Ulrich	Kurt Ulrich	06/04/2015 03:17 PM
Form Started By: Colleen Lasher		Started On: 06/01/2015 11:46 AM
Final Approval Date: 06/04/2015		

Evaluation Criteria for Vacant and New Positions

Fire Technician – New Position

By: Dean Kapler, Fire Chief

1. Is the position essential?

As with other departments, record keeping is an activity that will continue through time. The Public Safety Data System (PSDS) has given public safety an incredible tool to capture and analyze data, but the data entry portion remains.

2. Is the position critical?

- **Explain how this position is key to achieving the strategic goals identified by the City Council.**

As part of the city's Strategic Plan, this key position will ensure that we continue to be an effective organization through proper documentation kept for incident reports, details of responses, periodic reporting, insurance premium information, staff certifications, payroll entering, time off/vacation leaves and other general administrative duties.

- **Can the duties be re-engineered or automated? Please explain.**

With the PSDS, the original goal was to substantially reduce the efforts of entering data. Although there are many "hands free" data gathering tools available, there still remains a substantial amount of entry, gathering and analysis that needs to happen on a periodic basis.

- **Can the duties be reassigned temporarily or permanently? Please explain.**

Police and Fire did combine these efforts in the past and the end results were favorable. With the PSDS, a more specialized effort is needed in both departments rather than a general Public Safety presence. Currently fire command staff (Fire Marshal and Fire Chief) are completing these tasks, keeping in mind that the PSDS is only partially implemented at this time.

- **Can the position remain unfilled temporarily or permanently? Please explain.**

The position cannot remain unfilled without management staff completing the work assignments. Staff feels the management positions need to concentrate more efforts on higher level activities (code enforcement, preplanning, public education, recruitment, etc.)

- **Can the position be filled internally?**

Staff would recommend an internal recruitment to see if a qualified individual on staff would apply.

- **What is the impact (i.e., to residents, business owners, employees, and/or operations) if the position is not filled?**

With Ramsey's business community continuing to grow, it is essential to have consistent code compliance efforts in place. The current structure is limiting the amount of "field time" the Fire Marshal can spend on code compliance.

- **Can the service provided be reduced, eliminated, or contracted out?**

The level of involvement this position would provide would be considered the average to complete the needed activity. As far as contracting out, this proposal is a part-time request, thus greatly limiting the cost to the city.

- **What is the budgetary impact if the position is not filled (e.g., additional overtime/compensatory time off costs)**

Some overtime by the Fire Marshal position. Note the "What is the impact if the position is not filled".

- **What are the circumstances that warrant the creation of this new position?**

History of this position: This position was first proposed as a 20 hr./week in April 2005. It was changed to a full-time position in December 2005. Through a layoff, a qualified person was "bumped" in an effort to eliminate another administrative position. The reassignment was eventually changed to a shared position within the Police department to provide assistance to both Police and Fire Departments.

3. What is the total annual cost of the position (e.g., salary, taxes, benefits, equipment, etc.)?

2015 -- \$9,508.00 using funds budgeted for positions that have been vacant

2016 -- \$23,418.00 budgeted as part of the initial 2016 budgeting process

No additional equipment necessary

Evaluation Criteria for Vacant and New Positions

Lead Police Record Technician – New Position

by Jeff Katers, Chief of Police

1. Is the position essential?

This position is essential to maintain our staffing level and to provide direction to clerical staff. A Lead Records Technician will assist the Office Supervisor in day to day work assignments, balancing workloads between staff members. This position will increase the clerical staffing levels by four (4) hours per day, ensuring that there is leadership throughout the workday for staff.

2. Is the position critical?

- **Explain how this position is key to achieving the strategic goals identified by the City Council.**

As part of the city's Strategic Plan, this key position would effectively ensure sustainable staffing at a supervisory level for the clerical unit in the next three to five years.

- **Can the duties be re-engineered or automated? Please explain.**

The clerical staff needs direction on a daily basis. The Office Supervisor is required to perform more complex duties that cannot be delegated or redirected. This reduces the opportunity to assist with work assignments and balancing the workload for the clerical staff.

- **Can the duties be reassigned temporarily or permanently? Please explain.**

In the very short term, the duties of this position have been temporarily reassigned to the Police Department Office Supervisor along with a Police Captain providing some customer service at the counter and over the phone. The duties cannot be permanently reassigned. Additionally, the amount of software training required to fill this position is not conducive of temporary employees filling the vacancy.

- **Can the position remain unfilled temporarily or permanently? Please explain.**

The position cannot remain unfilled, as there are state and federal reporting requirements that the police department is obligated to provide. Without adequate staffing the city could be subject to sanctions by the FBI.

- **Can the position be filled internally?**

Unlikely, the required certifications for this position can only come from someone currently working in a law enforcement agency; staff is not aware of current employees working for another agency (firefighters, reserve officers, active seasonals, etc.). Also, this position's minimum qualifications include three (3) years experience in a police records environment, including one (1) year supervising or leading staff. However, an internal recruitment will be conducted for five days.

- **What is the impact (i.e., to residents, business owners, employees, and/or operations) if the position is not filled?**

Police reports are made available for insurance purposes when there is a car accident or another type of loss. Without adequate staffing, there would be delays in providing this information to our residents.

- **Can the service provided be reduced, eliminated, or contracted out?**

This service cannot be reduced, eliminated or contracted out.

- **What is the budgetary impact if the position is not filled (e.g., additional overtime/compensatory time off costs)**

We would have to provide overtime hours to the full-time records clerk and medical benefits to the part-time records clerk.

- **What are the circumstances that warrant the creation of this new position?**

This position is essential to maintain our staffing level and to provide direction to clerical staff. A Lead Records Technician will assist the Office Supervisor in day to day work assignments, balancing workloads between staff members. This key position will ensure that there is leadership throughout the workday and this position would be part of the police department's succession plan.

3. What is the total annual cost of the position (e.g., salary, taxes, benefits, equipment, etc.)?

- The 2015 wages and benefit costs for this position are 30,506.00; however, including the cost of hiring a Fire Technician, there is a savings of \$17,116.00 over what was originally budgeted for 2015 due to staffing changes.
- The 2016 preliminary budget amount is \$67,183
- No additional equipment necessary

City Administrator Ulrich stated that the Vision Statement will still need to be discussed at a future time.

The consensus of the Council was that the Vision Statement be left out of the Plan at this time and therefore the remainder of the Plan could continue to move forward.

2.03: Review 2014 Comprehensive Annual Financial Report (CAFR), Management Report and Special Purpose Audit Reports

Finance Director Lund stated that Aaron Nielsen is in attendance to present the 2014 Comprehensive Annual Financial Report (CAFR), Management Report and Special Purpose Audit Reports.

Aaron Nielsen, MMKR, reviewed the 2014 Comprehensive Annual Financial Report (CAFR), Management Report and Special Purpose Audit Reports. He stated that there were two findings, explaining that one contract tested did not have the required withholding data and one employee did not have the declaration required.

Councilmember Riley referenced the categories of general government, which overspent, and public safety, which underspent and questioned if there is a link between those two categories.

Mr. Nielsen stated that each City is unique in how they categorize items, noting that there is a challenge as there are some differences and some items end up being placed in general government. He noted that he did have that item highlighted to mention.

Councilmember Riley stated that the water utility and storm water utility funds have a healthy balance because of the plans for the future infrastructure and questioned if that is comparable to other cities.

Mr. Nielsen stated that is common for cities planning for future investment. He noted that there will be a change to the reporting process the following year regarding pension plans.

Finance Director Lund stated that this item will be on the agenda for the Council meeting under the Consent Agenda.

2.04: Discussion Regarding Public Safety Administrative Support

Human Resources Manager Lasher reviewed the staff report and explained that as a result of two recent staffing changes in the Police Department, both the Police and Fire Departments currently have reduced administrative support capacity.

Councilmember Kuzma questioned how that would impact the budget for the next year.

Human Resources Manager Lasher stated that there would be a savings this year because of the changes and noted that in 2016 the increase would be the benefits with a slightly higher pay increment for the lead records position.

Councilmember Riley referenced the full-time position and confirmed that the figure proposed would include the benefits. He stated that he is not certain that the Fire Department would need more than five hours per week as that is what they have been using for the past few years.

Fire Chief Kapler stated that currently the additional clerical work is being absorbed by himself and another staff person.

Mayor Strommen explained that cutback had been done during the budget cuts and commended the Chiefs for their dedication to make things work during a time of limited funding.

The consensus of the Council was to direct staff to conduct recruitment as requested in order to fulfill the City's staffing needs.

Human Resources Manager Lasher stated that this item will come before the Council as a case at the August 11th meeting, titled authorization to hire.

3. TOPICS FOR FUTURE DISCUSSION

Noted.

4. MAYOR / COUNCIL / STAFF INPUT

Councilmember Kuzma stated that he has received noise complaints regarding the Armstrong/Highway 10 project and questioned if the City could speak with the County in attempt to lower the speed in attempt to lower road noise.

Councilmember Johns stated that she has also received noise complaints regarding Alpine and County Road 5.

Mayor Strommen stated that she also received complaints about both roadways. She agreed that one part of the solution would be a discussion with the County and another would be for the City to review available enforcement tools.

City Administrator Ulrich noted that the item can be added to a future Work Session agenda.

5. ADJOURNMENT

Mayor Strommen adjourned the Work Session of the City Council at 7:01 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #15-08-204

RESOLUTION TO HIRE PUBLIC SAFETY PERSONNEL

WHEREAS, there are currently two vacancies in the Police Department; and

WHEREAS, the City Council directed staff to fill the vacancies in order to meet the strategic goals of the city by hiring one part-time Fire Technician and one fulltime Lead Police Records Technician; and

WHEREAS, staff conducted a recruitment process; and

WHEREAS, staff has completed the necessary background checks and is recommending that Ms. Ann Marie Busak be hired as the City's new part-time Fire Technician, effective on or near August 26, 2015, at \$18.64 per hour, which is step 1 of the 2015 wage scale; and

WHEREAS, staff has completed the necessary background checks and is recommending that Ms. Jemma Peterson be hired as the City's new full-time Lead Police Records Technician, effective on or near August 26, 2015, at \$22.13 per hour, which is step 3 of the 2015 wage scale; and

WHEREAS, both candidates will be subject to a 6-month probationary period and all other personnel policies will apply normally.

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

Motion to adopt resolution #15-08-204 to:

1. To hire Ms. Ann Marie Busak as the City's new part-time Fire Technician, effective on or near August 26, 2015, at \$18.64 per hour, which is step 1 of the 2015 wage scale; and
2. To hire Ms. Jemma Peterson as the City's new full-time Lead Police Records Technician, effective on or near August 26, 2015, at \$22.13 per hour, which is step 3 of the 2015 wage scale.

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 11th day of August 2015.