

City of Ramsey
Agenda
Regular City Council
Tuesday November 10, 2015

7:00 pm
Council Chambers, 7550 Sunwood Drive NW

1. **Call to Order**
2. **Presentation**
 1. **Swearing in of Patrol Officer Ashton Erickson by Attorney Joe Langel**
3. **Citizen Input**
4. **Consent Agenda**
 1. Approve Request to Declare Surplus Property
 2. Approve the Following Meeting Minutes:
 1. City Council Work Session dated 10/27/2015
 2. City Council Regular dated 10/27/2015
 3. Adopt Resolution # 15-11-277 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of October 22, 2015 through November 4, 2015
 4. Adopt Resolution #15-11-276 to Hire a Patrol Officer to Fill the Current Vacancy
 5. Adopt Resolution #15-11-275 to Hire Temporary Snow Plow Drivers
 6. Adopt Resolution 15 11 274 Authorizing the Execution of Certificate of Completion in Relation to Development Agreement with Martin Land Management LLC
 7. Adopt Resolution #15-11-278 Approving an Additional Network to be added to the City's 2016 Health Insurance Options
 8. Report from Public Works Committee.
 1. Consider Initial Direction on Development of Policy for Private Improvements within Public Rights of Way: Ratify the recommendation of the Public Works Committee to recommend that the City Council adopt a formal policy to address private improvements in public rights-of-way, to be developed and approved at a subsequent meeting.
 2. Consider Request for Amendment to Private Improvement in 161st Avenue Within Sweetbay Ridge: Ratify the recommendation of the Public Works Committee to recommend that the City Council direct Sweetbay Ridge to propose an alternative base material acceptable to the Public Works Superintendent and subsequently allow said private improvement within the right-of-way for 161st Avenue.
 3. Consider Vacating Permanent Road Easement over a portion of 14911 Ramsey Blvd and the Parcel to the North with a Property Identification Number (PIN) of [22-32-25-33-0017](#): Ratify the recommendation of the Public Works Committee to recommend that the City Council adopt Ordinance

#15-16 vacating the fifty (50) foot Permanent Road Easement on 14911 Ramsey Blvd and on the parcel with a Property Identification Number (PIN) of [22-32-25-33-0017](#).

4. Approve Installation of Priority Street Light: Ratify the recommendation of the Public Works Committee to approve installation of priority street light at the intersection of 180th Ave and County Road 5.

5. Receive Update on Public Works Campus Space Needs Analysis: No action needed.

5. Approve Agenda

6. Public Hearing

7. Council Business

1. Introduce Ordinance #15-18: 2016 Schedule of Rates, Fees & Charges

8. Mayor/Council/Staff Input

9. Adjournment

CC Regular Session

4. 1.

Meeting Date: 11/10/2015

Submitted For: Dan Bray,

By:

Jo Thieling, Administrative Services

Information

Title

Approve Request to Declare Surplus Property

Purpose/Background:

Staff is requesting Council declare the attached list of properties as surplus and authorize sale of same.

Recommendation:

Staff recommends Council declare the attached list of properties as surplus and authorize sale/auction of same.

Action:

Motion to declare the attached list of property as surplus, and authorize sale/auction of same.

Attachments

List of Surplus Property

Form Review

Inbox

Kurt Ulrich

Form Started By: Jo Thieling

Final Approval Date: 11/05/2015

Reviewed By

Kurt Ulrich

Date

11/05/2015 03:00 PM

Started On: 11/04/2015 12:06 PM

List of Public Surplus Auction Items

Items located at City Hall:

- Evolis Pebble Printer
- Sylvania CRT TV
- Cisco 8 Port Switch
- Insignia CRT TV
- LCD Computer Monitor
- HP Laptop Dock
- Keyboard Dust Covers
- USB Extension cable
- Laptop RAM
- Cisco 24 Port Switch (x2)
- Cisco 48 Port Switch
- LCD Computer Monitor (x4)
- HP LaserJet Printer
- Monitor Riser (x2)
- KVM Switch
- Misc. Laptop Power Supplies
- ATI Video Card (x2)
- Nvidia Video Card (x4)
- Camcorder Case with Accessories
- HP Z400 Desktop (x5)
- HP xw4600 Desktop
- HP dc7600 Desktop
- Motorola Xoom Tablet
- HP Compaq nx6125 Laptop
- HP Compaq 8510p laptop
- Lenovo N500 Laptop (x2)
- Star SP300 Receipt Printer, with cords, paper rolls, and spare ribbons
- Old Police Speed Trailer
- HP Slate 500 Tablet with Case and Docking Station

Items located at Fire Station #2:

- Candy Machine
- Table
- Office Desk for Cubicle
- Small File Cabinet
- Metal Shelving Unit
- Metal Cabinet
- File Cabinet (x3)
- Wide Metal Cabinet
- Wide Metal Cabinet with missing panel/door (x2)
- Wood Cube Shelving Unit

- Monitor Riser with Pull Out Tray (x2)
- TV Stand/Wood Shelf
- Shelf With Coat Rack
- Multiple Locker Units
- Set of Two Locker Units

CC Regular Session

4. 2.

Meeting Date: 11/10/2015

Submitted For: Jo Thieling, Administrative Services

By: Jo Thieling, Administrative Services

Information

Title

Approve the Following Meeting Minutes:

1. City Council Work Session dated 10/27/2015
2. City Council Regular dated 10/27/2015

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 10/27/2015
 2. City Council Regular dated 10/27/2015
-

Attachments

CCWS Mts

CC Mts

Form Review

Form Started By: Jo Thieling
Final Approval Date: 11/04/2015

Started On: 11/04/2015 12:01 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, October 27, 2015, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Sarah Strommen
Councilmember Jill Johns
Councilmember Mark Kuzma
Councilmember Chris Riley
Councilmember Melody Shryock
Councilmember Kristine Williams

Members Absent: Councilmember John LeTourneau

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
Public Information and Event Specialist Nichole Wenberg
City Attorney Joe Langel
Stepping Stone Emergency Housing Development Director Julie Jeppson
Family Promise Director of Operations Bridget Ryan
Family Promise Board Member Lorena Palm
Hope for Youth Board Chair Brian Swanson

1. CALL TO ORDER

Mayor Strommen called the City Council Work Session to order at 5:34 p.m.

2. TOPICS FOR DISCUSSION

2.01: Review Community Programs for Homeless and Family Services

City Administrator Ulrich reviewed the staff report and summarized the intent of the meeting for a discussion between the organizations and the Council. He noted that a number of questions were sent to the organizations to include in their presentations.

Bridget Ryan, Director of Operations for Family Promise, thanked the Council and staff for the invitation to talk tonight about what the organization does. She stated that Family Promise is an interfaith hospitality network that provides short-term housing for families in need. She stated that they are able to serve four families and are served by over 1,000 volunteers. She noted that

the volunteers provide shelter and three meals per day for one week out of each year. She stated that there is a case manager on staff that works with issue resolution and facilitates a weekly planning session with each family. She stated that one of the biggest issues families face is transportation, noting that public transportation is a huge tool for the people served. She stated that in regard to the mission, the heart and soul is what volunteers do for families in the program, such as birthday parties, homework help, softball games and other activities. She noted that the human aspect and support for people when they are down is a huge aspect of the program. She stated that since opening five years ago the organization has served 121 families in Anoka County, noting that they do not provide services to people outside of Anoka County. She stated that the yearly budget for the organization is \$143,000 and explained that the value of the volunteer services they receive would equal \$155,000 per year. She reviewed the sources of funding for the organization and stated that the longest and deepest collaboration is within the faith community. She stated that the case manager works 35 hours per week and has a three-ring binder filled with contacts in Anoka County that could or have provided assistance and collaboration. She stated that the organization is unique in that it works with families, noting that they refer single folks to other organizations and other organizations refer families to their organization.

Lorena Palm provided an example of a day in the life of a family that is in the program, noting that the family is bussed from their location to the day center at Lord of Life Church and then goes off to school, work, or could remain at the day center to look for employment. She stated that the bus returns at 5:30 p.m. to bring the family back to the church they will be staying at for the week. She stated that the family is then rotated to another church the next week. She noted that the program is possible with the help of all those that volunteer their time and services.

Ms. Ryan stated that the organization is open 365 days per year and provides services 24 hours per day.

Julie Jeppson, Development Director for Stepping Stone, stated that Ramsey is the only city that has invited all three large players in the area of homelessness to have an open discussion and thanked the City for doing that. She stated that Stepping Stone is the only licensed homeless shelter providing service to those 18 and older and is open 24 hours per day, seven days per week, and 365 days per year. She stated that the organization provides housing to 66 guests with another 50 to 100 on the waiting list at all times. She stated that each guest has a specific issue they need help with and the organization helps to identify that issue and work through it prior to finding housing. She explained that if the problem is not addressed the guest will not be able to stay in their housing. She stated that there is a satellite workforce center on the property to help the guests staying there and noted that technology and computer skills are also provided in order to help the guests become more successful. She reviewed the educational aspects that are addressed and the assistance that is provided by the organization. She explained that when you are in survival mode you are not thinking about the long-term goal and the organization helps to provide the emergency shelter and basic needs so that the guests are able to focus on the long-term goals and the plan to reach that goal. She stated that the 66 guests staying at Stepping Stone are living there for their stay, which provides a permanent address that is needed during the job application process. She stated that during the year, they see about 600 guests and of that, approximately 30 of those people are from Ramsey. She stated that the budget for the

organization is just under \$1,000,000. She advised that 80 percent of the guests come from Anoka County, while the remaining 20 percent is from outside of Anoka County. She explained the funding sources that the organization receives. She stated that all of the meals they serve to guests, three meals per day, are donated from schools, retailers and volunteers.

Brian Swanson, Board Chair of Hope for Youth, stated that it is great to be having this type of discussion. He stated that it is clear that the community is ready to do something about the issue of homelessness. He noted that there has been overwhelming support for Hope for Youth. He stated that there is a lot to accomplish in regard to this urgent need. He stated that Minnesota has been titled the factory for areas such as Las Vegas, Los Angeles, New York, and Chicago for supplying young people into sex trafficking. He stated that the sex traffickers start targeting people as young as 11. He provided stories of how youth become homeless, noting that a family on the edge has car trouble and then the family splits up to stay with different people and the kids go from one couch to another until there are no possibilities left. He stated that Hope for Youth is a drop-in center that focuses on housing, outreach, prevention, and education. He stated that Hope for Youth serves youth up to age 24, providing additional information on the term youth used in regard to homelessness. He stated that they have worked hard to work with Stepping Stone for those over 18 and they are working for the Emma B Howe YMCA in a collaboration to provide housing to youth with host families. He stated that the host families are able to model a stable family environment for those youth. He stated that for those under 18 there are not a lot of shelter options and therefore those cases are referred to Hennepin County. He stated that there is also a collaboration with a church in Blaine to develop an emergency host network. He stated that Hope for Youth has existed for almost three years and therefore is the youngest of the organizations. He stated that the new transitional housing facility in Coon Rapids will be opening soon and will assist Stepping Stone in providing transitional housing for those aged 18 to 24. He stated that funds have been set aside in a fund that will be used to guarantee employment for the first 30 days the youth stay in the transitional housing. He explained that the organization would partner with a local employer and will pay the wages of the youth for the first 30 days while they receive training, noting that the intent would be for the youth to learn the skills needed during that time and receive a job offer. He provided additional details regarding the housing. He stated that right now there are 57 individuals that qualify and applied for the transitional program, which is not even open yet. He stated that the program will begin with nine guests. He stated that an automotive center is one of the businesses that has joined in the program and the organization is looking for additional businesses. He stated that in terms of outreach the organization goes out to meet the youth on the street, where they are, in order to build relationships. He stated that when you are young it is scary for the youth to come to an organization but noted that the sex traffickers are not afraid to approach and attempt to draw these kids in. He stated that the organization is going to strengthen the outreach program by adding weekend outreach efforts. He stated that he is passionate about prevention and the goal is to eliminate youth homelessness by 2024, explaining that the intent is to have the resources and support in place to provide the necessary assistance. He stated that the organization was founded by a group that has strong ties to the faith community and also has connections to the business world. He stated that the education aspects focuses on main items including life skills, reading skills, technology, and GED assistance. He advised of a scholarship program that is offered to three people per year. He reviewed some of the items included in the center including showers, laundry facilities, and hot meals noting that the meals are provided by volunteers. He stated that

there are also clothing closets and interview closets and advised that there is also a medical area, which remains open even when the center is not open. He stated that there are still a few tables open for the gala, which is scheduled for November 14th and noted that it is where a majority of the funds received come from. He reviewed other fundraising events that bring in donations and other funding received by the organization through the business community.

Mayor Strommen appreciated the comments of everyone tonight and stated that this is a heart wrenching issue that the organizations bring a light of hope to. She was saddened that Ramsey is the only City that has invited these folks to further discuss the issue and the possible role of the City.

Ms. Jeppson stated that there is support from other cities but not in this format with all the organizations present.

Ms. Ryan agreed that this is a nice format, noting that the other opportunities to speak have been one on one with cities and one organization.

Councilmember Kuzma asked Ms. Ryan for more information on the housing provided.

Ms. Ryan stated that the congregation will free up space within the church and the organization has rollaway beds that are provided. She stated that each family has their own room to provide privacy. She stated that the day center is on the Lord of Life campus and that congregation, as well as other congregations, have looked for ways to empower and support the organization.

Councilmember Shryock commented that it would be useful to find some space in the *Ramsey Resident* that outlines these organizations and the services they provide. She explained that residents can then be aware of how they can help and how they can utilize the services if needed.

Ms. Jeppson provided additional information in regard to coordinated entry, noting that every public entity can be trained on step one, and reviewed the steps of the program. She stated that the system has been very successful but noted that there is a gap for 18-24 year olds, noting that age group receives the least amount of assistance and is the most increasing segment.

Councilmember Johns asked if that has to do with youth aging out of the public assistance system.

Ms. Jeppson stated that is a difficult age for any person and therefore the youth that age have difficulty reaching the right people for assistance.

Mr. Swanson agreed that at that age the youth think they know everything and may act like they do not want your help, even though they do want you to care.

Ms. Ryan referenced the example of a family that has split up during the homelessness problem and stated that their organization works to reconfigure families.

Mr. Swanson stated that his center sees 35 to 40 youth per day, with at least seven people that have nowhere to go when the center closes.

Mayor Strommen agreed that the newsletter could be used as a vehicle for education and stated that perhaps staff can review additional ways the City could assist. She stated that this has been a great learning experience and thanked the organizations for attending, and advised that future discussion with staff and/or the Council may occur.

2.02: Preliminary Scope of Communications Plan

Public Information and Event Specialist Wenberg reviewed the staff report regarding the preliminary scope of the communications plan within the Comprehensive Plan.

Councilmember Shryock appreciated the efforts of staff and is in favor of continuing to follow this path to make the City's message more cohesive.

Councilmember Johns agreed and believed that it is important for the City to have a cohesive message.

Councilmember Kuzma noted that a lot of the items are done and simply need to be reviewed. He did not want staff to become bogged down in too many actions and believed that the items should be prioritized. He believed the scope is too large.

Councilmember Shryock asked if, as staff works through this, they are working to ensure that the different elements meld well together.

Public Information and Event Specialist Wenberg agreed that staff is ensuring that the elements are being met throughout the review.

Councilmember Riley stated that it seems that there is too much here and would like to see the plan more focused and refined.

Councilmember Williams stated that managing the brand of a city is an enormous task and agreed that perhaps the scope is too large and more thought should be focused on where to start in order to make the process successful.

City Administrator Ulrich stated that staff will review the comments of the Council and further focus the plan, which can come back before the Council when there is additional time available.

3. TOPICS FOR FUTURE DISCUSSION

3.01: Review Future Topics/Calendar

Noted.

4. MAYOR / COUNCIL / STAFF INPUT

None

5. ADJOURNMENT

The Work Session of the City Council was adjourned at 6:57 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, October 27, 2015, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Sarah Strommen
Councilmember Jill Johns
Councilmember Mark Kuzma
Councilmember Chris Riley
Councilmember Melody Shryock
Councilmember Kristine Williams

Members Absent: Councilmember LeTourneau

Also Present: City Administrator Kurtis Ulrich
Fire Chief Dean Kapler
Police Chief Jeff Katers
Parks and Assistant Public Works Superintendent Mark Riverblood
Public Works Superintendent Grant Riemer
Civil Engineer II Leonard Linton
Community Development Director Timothy Gladhill
City Engineer Bruce Westby
Asst. City Administrator/Economic Development Manager Patrick Brama
City Attorney Joe Langel
Housing Intern Michael Healy

1. CALL TO ORDER

Mayor Strommen called the regular meeting of the Ramsey City Council to order at 7:05 p.m., followed by the Pledge of Allegiance led by Mayor Strommen.

2. PRESENTATION

None.

3. CITIZEN INPUT

Mayor Strommen noted that there was a group of residents from the Sweet Bay Ridge neighborhood who elected to leave the chambers and work with Public Works Superintendent Riemer to solve their issues.

4. CONSENT AGENDA

Motion by Councilmember Riley, seconded by Councilmember Johns, to approve the following items on the Consent Agenda:

- 4.01: Receive September 2015 Financial Reports – General Fund and Enterprise Funds
- 4.02: Note the following Board and Commissions Meeting Minutes:
 - 1) Planning Commission dated August 8, 2015 and September 10, 2015
 - 2) Economic Development Authority dated August 13, 2015, September 3, 2015 and September 17, 2015
 - 3) Park and Recreation Commission dated August 13, 2015
 - 4) Environmental Policy Board dated August 17, 2015
- 4.03: Approve Council Meeting Schedule for December
- 4.04: Approve the Following Meeting Minutes
 - 1) City Council Work Session dated October 13, 2015
 - 2) City Council Regular dated October 13, 2015
- 4.05: Approve Request to Declare Surplus Property
- 4.06: Approve Donation to Anoka County Historical Society
- 4.07: Approve Changing Permit Technician Assistant to Full-Time Employee
- 4.08: Adopt Resolution #15-10-268 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of October 8, 2015 through October 21, 2015
- 4.09: Adopt Resolution #15-10-262 Approving Partial Payment to Construction Results Corporation for IP #14-28 Parking Ramp Garage Enclosure
- 4.10: Adopt Resolution #15-09-263 Approving Partial Payment to Brenan Construction of MN, Inc, for IP #14-30 Fire Station #2
- 4.11: Adopt Resolution #15-10-264 Approving Partial Payment to Kuechle Underground, Inc. for IP #13-10 Garnet Street – 168th Avenue Improvements
- 4.12: Adopt Resolution #15-10-265 Reconfirming Lease with SBA Monarch Towers II, LLC with Respect to Certain Real Property Located at 6600 Alpine Drive NW, Ramsey, MN 55303 – Site ID #MN41323-A – Site Name Alpine Park and Authorizing the Mayor and City Administrator to Execute the Proper Documents
- 4.13: Adopt Resolution #15-10-269 Authorizing Feasibility Report for Gibbon Street Drainage Improvements

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

5. APPROVE AGENDA

Motion by Councilmember Shryock, seconded by Councilmember Johns, to approve the agenda as presented.

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

6. PUBLIC HEARING

None.

7. COUNCIL BUSINESS

7.01: Review Tools and Work Proposal to Review Strategic Plan Tactic 18) “Expand and Improve Residential Rental Licensing Program”

Fire Chief Kapler provided an introduction to the discussion and noted that Housing Intern Healy is in attendance tonight to make the presentation.

Housing Intern Healy reviewed the staff report and recommendation to continue to analyze potential changes to the Rental Licensing Program and to discuss the ideas with the community and stakeholders. He noted that this direction would not obligate the Council to make any changes.

Mayor Strommen asked the source of the single-family exemption in the current licensing process.

Fire Chief Kapler stated that several years ago, single-family housing had been included but the Council direction at that time was to remove single family and townhomes from the policy.

Community Development Director Gladhill stated that one of the more unpopular previous programs was the interior inspections and the frequency of the inspections.

City Administrator Ulrich stated that the discussion was partially regarding the budget and property rights. He noted that the discussion took place during the recession when many people were moving from their homes and looking for rental space.

Councilmember Kuzma stated that he believed that it would make sense to at least have a simple registration in place to, at the minimum, obtain landlord contact information. He stated that he would also be in favor of reviewing the licensing costs for multi-family dwellings as well during this process.

Fire Chief Kapler stated that a few cities staff spoke with followed a similar path, beginning on a simple scale and moving up to the more detailed process as the program moved ahead. He stated that staff is in favor of making the fee reflective to the conformity and performance of the property.

Councilmember Williams stated that she would be in support of this type of program.

Councilmember Riley stated that he would want to ensure that this would not create something that would be burdensome, specifically in regard to the fee scale. He stated that he would only want the fee to be as expensive as it would need to be to cover costs. He stated that requiring a

class seems burdensome and would not be in favor of requiring lease terms but noted that the City could provide suggested lease language.

Councilmember Shryock agreed with the comments of Councilmember Riley and would like to see a program of this nature as user friendly as possible and with the lowest cost possible. She stated that it seems like it would be complicated if the fee is linked to performance and increases or decreases dependent on certain activity. She stated that she is open to further discussing the program.

Mayor Strommen stated that there are complaints received regarding rental properties, specifically single-family homes that are not currently registered. She also believed that the program should be further researched and noted that the citizen engagement process will provide the information needed to make the program user friendly.

Motion by Councilmember Kuzma, seconded by Councilmember Johns, to direct staff to further analyze potential changes to the Rental Licensing Program and discuss ideas with the community and stakeholders.

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

Fire Chief Kapler recognized Housing Intern Healy for his excellent work.

7.02: Receive Update on Mississippi River Corridor Critical Area (MRCCA) Rulemaking, Shoreland Regulations and Acceptable Erosion Control Measures

Community Development Director Gladhill reviewed the staff report and recommendation that the City work with the Anoka Conservation District to prepare a Work Plan and cost estimate to prepare a shoreland/erosion inventory of the Mississippi River to aide in seeking financial resources for residents and to schedule an on-site meeting to view a potential erosion issue on the Mississippi River.

Mayor Strommen asked the extent of updating the City will have to do for Ordinances in regard to the rule changes.

Community Development Director Gladhill stated that the Comprehensive Plan would need to be amended, specifically in the MRCCA, and then adopt the Ordinances. He advised that there are areas of concern along the Rum River, noting that the City staff and Lower Rum River Water Management Organization (LRRWMO) float the river once a year or every one to two years to identify possible issues along the river in Ramsey. He stated that all community development groups within the LRRWMO met to discuss the rule making process and develop a unified front. He explained that the current process is more reactive and stated that the staff would like to move in the direction of being more proactive, noting the opportunity the joint float with the LRRWMO provides to identify issues along the river. He advised of cost-share funds available through the Anoka Conservation District to homeowners. He noted that if funding were provided for further study that would open the City up to additional cost-share funding for

residents. He stated that there is a property owner that has invited the Council to visit his property to discuss some shoreland issues and whether further analysis will be needed.

Councilmember Kuzma stated that he would be happy to visit the property. He stated that the Anoka Conservation District has minimal dollars available and perhaps additional grants would be available for property owners.

Mayor Strommen suggested that the Council and others be invited to the property to learn additional information. She stated that she would also support the survey, which could open the City and its residents to additional grant funds.

Motion by Councilmember Kuzma, seconded by Councilmember Williams, to direct staff to work with the Anoka Conservation District to prepare a Work Plan and cost estimate to prepare a shoreland/erosion inventory of the Mississippi River to aide in seeking financial resources for residents and schedule an on-site meeting to view a potential erosion issue on the Mississippi River.

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

7.03: Introduce Ordinance #15-15 Amending City Code Section 117-1 (Definitions – Chapter 117, Article II, Division 4, Subdivision III (Floodplain Overlay Districts))

Community Development Director Gladhill reviewed the staff report and recommendation of the Environmental Policy Board and Planning Commission to introduce Ordinance #15-15 to amend Section 117-1 (Definitions) and Chapter 117, Article II, Division 4, Subdivision III (Floodplain Overlay Districts) to incorporate by reference the updated Flood Insurance Rate Maps and the Flood Insurance Study, both dated December 16, 2015.

Councilmember Kuzma stated that he has been through the process with insurance regarding floodplains and believed updating the maps would be helpful to residents.

Motion by Councilmember Kuzma, seconded by Councilmember Shryock, to introduce Ordinance #15-15 amending Section 117-1 (Definitions) and Chapter 117, Article II, Division 4, Subdivision III (Floodplain Overlay Districts) to incorporate by reference the updated Flood Insurance Rate Maps and the Flood Insurance Study, both dated December 16, 2015.

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

7.04: Consider Adopting of the Surface Water Management Plan Update

Civil Engineer II Linton reviewed the staff report and recommendation to approve the updated Surface Water Management Plan.

Councilmember Riley stated that a lot of good work goes into this and asked the benefit that residents receive from this information and what the City would do with the information.

Councilmember Kuzma provided additional information on his situation and the process he had to follow in order to reclassify his property. He noted that the maps that were available for reference were from the 1970s and it was difficult to prove the necessary information.

Mayor Strommen stated that there would be benefit not only to homeowners that have been classified within the floodplain that are paying unnecessarily high flood insurance while other homeowners are within a floodplain and should be aware of that.

Civil Engineer II Linton advised of incidents that he has been involved with where this information has been very helpful.

Motion by Councilmember Riley, seconded by Councilmember Johns, to approve the updated Surface Water Management Plan.

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

7.05: Request to Authorize Plans and Specifications and Obtain Bids for the Final Phase of the Mississippi River Trail

Parks and Assistant Public Works Superintendent Riverblood reviewed the staff report and recommendation to extend the agreement with Bolton & Menk for the Mississippi River Trail project for the scope of work described in the staff report. He stated that the Mississippi River Trail has been discussed for half a decade, noting that the first half of the trail is substantially complete and the phase of trail in Anoka is now substantially complete. He noted that the trail would provide connection with homeowners that are currently not provided that connection.

Mayor Strommen stated that through the DNR she was able to participate in the ribbon cutting for the trail, which was exciting.

Parks and Assistant Public Works Superintendent Riverblood provided a brief history of the Mississippi River Trail, which began at the end of the 1980s and reviewed the timeline of development since that time. He stated that today the trail is a reality and is appreciated by many residents and users.

Councilmember Shryock praised the trail and its progress throughout the decades and stated that she would be happy to support the request.

Councilmember Riley asked if this would complete the trail across Ramsey.

Parks and Assistant Public Works Superintendent Riverblood confirmed that this would complete the portion of the trail within Ramsey.

Councilmember Johns stated that she worked with staff from the very beginning on this trail project and commented that it is fun to see this come to fruition and completion. She mentioned the economic development benefit to the community that would be provided and increased with this trail completion.

Motion by Councilmember Johns, seconded by Councilmember Shryock, to approve a not-to-exceed amount of \$120,643 from the Park Trust Bund, for Bolton & Menk to prepare Plans and Specifications, and solicit bids for the Mississippi River Trail from the Armstrong Interchange to city limits, west of the Wayside Rest Area.

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

Parks and Assistant Public Works Superintendent Riverblood referenced an earlier joint meeting between the cities of Anoka and Ramsey where a ribbon cutting ceremony was discussed and noted that will be scheduled for some time this spring.

7.06: Receive System Statement from the Metropolitan Council, Approve City Scoping Documents for Ramsey 2040 Comprehensive Plan Update

Community Development Director Gladhill reviewed the staff report and recommendation from the Planning Commission that the City summarize the previous comments in regard to transportation and water resources planning and a need to better reflect those components in regional planning documents. He stated that additionally the Planning Commission has previously recommended that the City utilize the recommended framework documents to set the stage for updating the City's Comprehensive Plan and noted that by adopting these documents, the City Council would set into motion the update, beginning with establishing a Steering Committee.

Councilmember Riley stated that the Planning Commission does not recommend that the Council dispute these statements and received confirmation from staff that they also share that recommendation. He referenced the assumptions within the system statements and asked for additional information on whether staff believes those to be accurate.

Community Development Director Gladhill stated that through the Comprehensive Plan additional explanation and statements can be made to address the assumptions within the system statements.

Councilmember Riley referenced page nine that discusses highways and asked if the only foreseen improvement in the next 24 years is the Armstrong interchange, which is almost complete.

Community Development Director Gladhill stated that the plan is a broader overview and staff believes that there are additional references that can be made. He noted that these statements would not prohibit the City from completing additional measures, simply noting that the issue is

more centered on funding as the Metropolitan Council does not have any additional funding at this time.

Councilmember Riley stated that it appears even under the increased funding scenario the only investments would be in transit and not roads.

Community Development Director Gladhill noted that there are regional highway updates programmed in the transportation plan in addition to the transit improvements in attempt to strike a balance between the two aspects. He agreed that the statement is lacking in the goals of the City for the highway but noted that the Metropolitan Council is only one source of funding and other sources will continue to be investigated.

Councilmember Riley confirmed that the Metropolitan Council would not stand in the way of the City should alternate funding be available.

Councilmember Johns stated that the staff plan for the Comprehensive Plan is well designed and liked the idea of a Steering Committee.

Mayor Strommen stated that in her experience this will be the true test to getting off to the right start for this process, compared to the process that occurred during the previous update.

Motion by Councilmember Johns, seconded by Mayor Strommen, to not dispute the 2015 Metropolitan Council System Statement for the City of Ramsey and formally adopt the framework documents to begin the process to update the City's Comprehensive Plan, including the establishment of a Steering Committee.

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

7.07: Introduce Ordinance #15-17 Amending City Code Chapter 105 (Buildings and Building Standards) Related to Allowable Hours of Construction

Community Development Director Gladhill reviewed the staff report and recommendation to introduce Ordinance #15-17 amending City Code Chapter 105.

Councilmember Kuzma stated that it is good to be flexible with the developers and residents and believed that this would provide a vehicle to smooth out any issues.

Councilmember Riley stated that he previously spoke in favor of reducing the construction hours. He did not believe the additional language regarding negotiation would add anything to the Ordinance and therefore would be opposing the vote.

Councilmember Shryock understood the comments of Councilmember Riley but noted that unfortunately in this day and age things need to be spelled out a bit more. She stated that although it may not seem that this would do a lot it could provide a little extra help in situations where negotiation is needed.

Mayor Strommen stated that in her opinion there should be limited hours with negotiation available for further extension of hours, which is the opposite of the approach the City is taking.

Motion by Councilmember Williams, seconded by Councilmember Kuzma, to introduce Ordinance #15-17 Amending Chapter 105 (Building and Building Regulations) of the Ramsey City Code, Amending the Allowable Hours of Construction.

Motion carried. Voting Yes: Councilmembers Williams, Kuzma, Johns, and Shryock. Voting No: Mayor Strommen and Councilmember Riley. Absent: Councilmember LeTourneau.

8. MAYOR, COUNCIL AND STAFF INPUT

Asst. City Administrator/Economic Development Manager Brama provided an update on the Highway 10/Armstrong interchange project, which began construction in May 2015 with a substantial completion date late October 2015 and final opening in spring of 2016. He noted that the substantial completion date had been postponed to mid-November but has been further delayed to December 30th. He stated that Anoka County submitted a letter to the City, as the lead agency in this project, to provide them with alternative measures the County and contractor will pursue in attempt to reach the substantial completion date earlier. He also provided an update on an event that was hosted by Anoka County focusing on developers, brokers and community planning staff. He noted that there was good participation from the City of Ramsey at the event, including elected officials, City staff, and EDA members.

Mayor Strommen referenced the Highway 10 situation and recognized the frustration of residents and local businesses. She encouraged residents to continue to support those businesses in that area.

City Administrator Ulrich announced upcoming meetings and events.

Councilmember Kuzma noted a recent Amber Alert that was initiated in Ramsey and thanked those involved that brought the event to a positive conclusion.

9. ADJOURNMENT

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

Motion carried.

The regular meeting of the City Council adjourned at 8:36 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: 11/10/2015

By: Jackie Lipski, Finance

Information

Title

Adopt Resolution # 15-11-277 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of October 22, 2015 through November 4, 2015

Action:

Motion to Adopt Resolution # 15-11-277 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of October 22, 2015 through November 4, 2015.

Attachments

Bills List 11/10/2015

Resolution 11/10/2015

Form Review

Inbox

Diana Lund

Kurt Ulrich

Form Started By: Jackie Lipski

Final Approval Date: 11/04/2015

Reviewed By

Diana Lund

Kurt Ulrich

Date

11/04/2015 03:22 PM

11/04/2015 04:24 PM

Started On: 11/04/2015 03:11 PM

RAMSEY CITY COUNCIL MEETING
11/10/2015
BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	<u>SUBMITTED FOR APPROVAL</u>
Purchase Journal:	
Prepays 10/22/15-11/4/15	327,801.93
Accounts Payable 10/22/15-11/4/15	271,143.44
Payroll 10/23/15	149,634.84

TOTAL SUBMITTED FOR APPROVAL THIS MEETING

\$ 748,580.21

<u>DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:</u>	<u>APPROVED PREV. MTG</u>	<u>2015 Y.T.D.</u>
NET PAYROLL TOTAL	\$ 128,657.52	\$ 2,908,291.63
- CORRECTION TO PAYROLL		
PREPAIDS	275,461.49	4,888,074.93
- PREPAID ADJUSTMENTS		
WIRE TRANSFERS FOR DEBT SERVICE		1,028,067.64
- CORRECTION TO D.S.		
ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
- BILLS LIST SUBMITTED	171,869.94	4,420,913.79
ADD (DELETE) BILLS LIST SUBMITTED		
PAY ESTIMATE(S)	439,325.42	3,516,972.66
- CHECKS VOIDED	0.00	0.00

TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED **\$ 1,015,314.37** **\$ 16,762,320.65**

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

10/22/2015-- 12/31/2015

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
98328	10/22/2015		112663 CAPSTONE HOMES INC						
		1,500.00	REFUND ERO ESC 6117 146TH AVE		78900	102115	9804.6433	00114795	REFUNDS
		1,500.00	REFUND ERO ESC 7020 168TH LN		78901	102115A	9804.6433	00114845	REFUNDS
		<u>3,000.00</u>							
98329	10/22/2015		100297 CENTERPOINT ENERGY						
		60.86	SEPT/OCT 2015 14515 E TOWN CEN		78902	8782239-1 OCT 15	9601.6373		GAS
		23.78	SEPT/OCT 15 ELMCREST PRK BLD		78906	10414874-7 OCT 15	0452.6373		GAS
		<u>84.64</u>							
98330	10/22/2015		112437 CENTRAL BANK						
		11,500.00	FINAL TIF-B&B CARPETING		78903	102215	9207.6433		REFUNDS
		<u>11,500.00</u>							
98331	10/22/2015		111501 LANDFORM PROFESSIONAL SERVICES						
		106,361.25	MANAGER FEES- COMMON BOND		78904	102115	9468.6315		MISCELLANEOUS PROFE
		<u>106,361.25</u>							
98332	10/22/2015		100391 POSTMASTER						
		1,713.68	NOV/DEC 15 RAMSEY RES POSTAGE		78905	102015	0195.6322		POSTAGE
		<u>1,713.68</u>							
98333	10/23/2015		100257 LAW ENFORCEMENT LABOR SRV INC						
		470.00			78693	1008151234005	9101.2177		UNION DUES
		470.00			78915	1022151141005	9101.2177		UNION DUES
		<u>940.00</u>							
98334	10/23/2015		100298 MN AFSCME COUNCIL 5						
		643.84			78694	1008151234006	9101.2177		UNION DUES
		661.14			78916	1022151141006	9101.2177		UNION DUES
		<u>1,304.98</u>							
98335	10/27/2015		114954 ANOKA MIDDLE SCHOOL FACULTY FUND						
		155.00	REFUND DAMAGE/KEY DEPOSIT		78920	102715	9804.1160		KEY & DAMAGE DEPOSIT
		<u>155.00</u>							
98336	10/27/2015		114955 BALK, KATIE						
		155.00	REFUND DAMAGE/KEY DEPOSIT		78921	102715	9804.1160		KEY & DAMAGE DEPOSIT
		<u>155.00</u>							
98337	10/27/2015		100167 CORNERSTONE FORD						
		51.00	CUT/PROGRAM KEY 359		78922	16123913/1	0211.6257		OTHER VEHICLE PARTS
		<u>51.00</u>							
98338	10/27/2015		106583 DELTA DENTAL PLAN OF MINNESOTA						
		2,409.20	DENTAL INS NOV 2015		78923	6221348	9101.2170		DENTAL/DISABILITY/LIFE
		<u>2,409.20</u>							
98339	10/27/2015		114363 EAGLE TREE SERVICE						
		1,000.00	REMOVAL OF TWO TREES		78924	102315	0311.6315		MISCELLANEOUS PROFE
		<u>1,000.00</u>							
98340	10/27/2015		114953 JOYCE, KELLY						
		155.00	REFUND DAMAGE/KEY DEPOSIT		78925	102715	9804.1160		KEY & DAMAGE DEPOSIT

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Council Check Register and Summary
10/22/2015-- 12/31/2015

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
98340	10/27/2015		114953 JOYCE, KELLY						Continued.
		155.00							
98341	10/27/2015		108668 RAMSEY GARDEN CLUB						
		100.00	SUPPLIES FOR CHRISTMAS TREE		78926	102615	0130.6208		MISCELLANEOUS OFFICI
		100.00							
98342	10/27/2015		100453 SRF CONSULTING GROUP INC						
		4,402.02	RE: RAMP RENOV SEPT 2015		78927	08873.00-5	9412.6520	00201428	BUILDINGS & STRUCTUR
		4,402.02							
98447	10/29/2015		112718 AID ELECTRIC CORPORATION						
		870.46	WORK AT 6745 HWY 10		78928	45962	9410.6315	00041001	MISCELLANEOUS PROFE
		256.50	WORK AT 6745 HWY 10		78929	45961	9410.6315	00041001	MISCELLANEOUS PROFE
		1,126.96							
98449	10/29/2015		114957 G S LAND LLC						
		10,400.00	HARVEST ESTATES- ST LIGHT FEES		78930	102915	9603.4705		CAPTIAL CONTRIBUTION
		10,400.00							
98450	10/29/2015		113996 MADISON NATIONAL LIFE INSURANCE CO INC						
		1,024.54	NOV 2015 LIFE INS		78931	1187755	9101.2170		DENTAL/DISABILITY/LIFE
		1,024.54							
98451	10/29/2015		113719 NEOFUNDS BY NEOPOST						
		2,000.00	POSTAGE 7900044034448047		78939	102915	9101.1551		POSTAGE METER DEPOS
		2,000.00							
98452	10/29/2015		100678 PETTY CASH						
		10.00	FTO TRAINING		78938	102915	0211.6331		TRAVEL & LODGING
		10.00	FTO TRAINING		78938	102915	0211.6331		TRAVEL & LODGING
		10.00	LUNCH AT TRAINING		78938	102915	0211.6331		TRAVEL & LODGING
		1.00	BACKING FOR PLAQUE		78938	102915	0461.6208		MISCELLANEOUS OFFICI
		10.50	LUNCH AT FALL SHOOT		78938	102915	0211.6331		TRAVEL & LODGING
		23.38	MILEAGE PIMS SESSION		78938	102915	0130.6331		TRAVEL & LODGING
		64.88							
98453	10/29/2015		101103 SPRINT						
		55.10	SEPT/OCT 2015 SERVICES		78934	570683319-167	0130.6323		CELLULAR PHONES
		10.20	SEPT/OCT 2015 SERVICES		78934	570683319-167	0191.6323		CELLULAR PHONES
		55.10	SEPT/OCT 2015 SERVICES		78934	570683319-167	0240.6323		CELLULAR PHONES
		563.09	SEPT/OCT 2015 SERVICES		78934	570683319-167	0211.6323		CELLULAR PHONES
		100.30	SEPT/OCT 2015 SERVICES		78934	570683319-167	0194.6323		CELLULAR PHONES
		213.30	SEPT/OCT 2015 SERVICES		78934	570683319-167	0311.6323		CELLULAR PHONES
		340.25	SEPT/OCT 2015 SERVICES		78934	570683319-167	0452.6323		CELLULAR PHONES
		218.00	SEPT/OCT 2015 SERVICES		78934	570683319-167	0301.6323		CELLULAR PHONES
		169.68	SEPT/OCT 2015 SERVICES		78934	570683319-167	0220.6323		CELLULAR PHONES
		110.20	SEPT/OCT 2015 SERVICES		78934	570683319-167	0192.6321		TELEPHONE
		332.92	SEPT/OCT 2015 SERVICES		78934	570683319-167	9601.6323		CELLULAR PHONES
		2,168.14							
98454	10/29/2015		114782 THOMSEN, ERIC						
		32,000.00	RELEASE SURETY		78935	102815	9804.6433	00114403	REFUNDS
		32,000.00							
98455	10/29/2015		105706 TINKLENBERG GROUP INC						

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

10/22/2015-- 12/31/2015

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
98455	10/29/2015	5,400.00	105706 TINKLEBERG GROUP INC		78936	1966	9400.6315		MISCELLANEOUS PROFE
		5,400.00	NOV 2015 RETAINER						Continued.
98456	10/29/2015	3,213.00	107784 VILLAGE BANK		78937	102915	9292.4607		BUILDERS CONTRIBUTIC
		18,200.00	DEV FEES- RIDGEPOINT		78937	102915	0008.4346		PARK FEES
		4,900.00	DEV FEES- RIDGEPOINT		78937	102915	0008.4346		PARK FEES
		26,313.00							
98457	11/3/2015	39.17	100297 CENTERPOINT ENERGY		78996	8000014064-2OCT	0311.6373		GAS
		58.22	MISC PWACCTS		78996	8000014064-2OCT	0452.6373		GAS
		183.00	MISC PWACCTS		78996	8000014064-2OCT	0220.6373		GAS
		13.06	MISC PWACCTS		78996	8000014064-2OCT	9601.6373		GAS
		13.06	MISC PWACCTS		78996	8000014064-2OCT	9602.6373		GAS
		13.05	MISC PWACCTS		78996	8000014064-2OCT	9605.6373		GAS
		319.56							
98458	11/3/2015	1,722.39	110734 CITY OF RAMSEY		78997	444931294 OCT	0194.6372		WATER/IRRIGATION
		107.98	3RD QTR 15 6701 HWY 10		78998	719019 OCT 15	9410.6372	00041012	WATER/IRRIGATION
		105.43	3RD QTR 15 7650 SUNWOOD DR		78999	444931372 OCT	9240.6372		WATER/IRRIGATION
		126.98	3RD QTR 15 16303 QUICKSILVER		79000	724874 OCT 15	0452.6372		WATER/IRRIGATION
		162.86	3RD QTR 15 16303 QUICK IRRIG		79001	724931 OCT 15	0452.6372		WATER/IRRIGATION
		1,499.07	3RD QTR 15 14779 ZEOLITE		79002	722164 OCT 15	0452.6372		WATER/IRRIGATION
		103.84	3RD QTR 15 6860 RIVERDALE DR		79003	723960 OCT 15	0452.6372		WATER/IRRIGATION
		61.68	3RD QTR 15 14700 TOWN CENTER		79004	724470 OCT 15	0452.6372		WATER/IRRIGATION
		103.84	3RD QTR 15 7401 E RAMSEY PKWY		79005	724628	0452.6372		WATER/IRRIGATION
		200.00	717804277		79006	110315	9601.4651		WATER REVENUE
		50.00	721979		79006	110315	9601.4651		WATER REVENUE
		462.00	720344		79006	110315	9601.4651		WATER REVENUE
		4,706.07							
98459	11/3/2015	250.00	113099 COMMISSIONER OF REVENUE		79007	102315	0452.6249		MISCELLANEOUS OPERA
		250.00	STATE FEE 26-32-25-32-0030						
98460	11/3/2015	250.00	113099 COMMISSIONER OF REVENUE		79008	102315A	0311.6249		MISCELLANEOUS OPERA
		250.00	STATE FEE 29-32-25-13-0008						
98461	11/3/2015	571.00	114949 FIREFLIES PLAY ENVIRONMENTS INC		79009	101215	0452.6381		BUILDING & STRUCTURE
		571.00	3 BIG TOYS PLAYSHELLS						
98462	11/3/2015	1,010.00	112913 FLEISCHMAN, NICOLE		79011	05132015	0220.6249		MISCELLANEOUS OPERA
			FIREFIGHTERS PICTURES						

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

10/22/2015-- 12/31/2015

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
98462	11/3/2015	1,010.00	112913 FLEISCHMAN, NICOLE						Continued.
98463	11/3/2015	304.00	100351 NCPERS MINNESOTA						
		304.00	NOV 15 LIFE INS		79010	70481115 NOV15	9101.2170		DENTAL/DISABILITY/LIFE
98464	11/3/2015	308.11	100510 VERIZON WIRELESS						
		26.02	SEPT-OCT 15 BILLING		79012	9753744423	0220.6323		CELLULAR PHONES
		334.13	SEPT/OCT 15 BILLING		79013	9753650881	0130.6323		CELLULAR PHONES
98465	11/3/2015	79.09	105628 WELLS CATERING SERVICE						
		79.09	BUILDING INSP MTG		79014	40329	0191.6249		MISCELLANEOUS OPERA
90349372	10/23/2015	50.00	100398 PUBLIC EMPLOYEES RETIREMENT ASSN		78865	1019151556374	9101.2174		PERA-EMPLOYEE
		50.00			78866	1019151556375	9101.2183		PERA-EMPLOYER
		15,912.08			78917	1022151141007	9101.2174		PERA-EMPLOYEE
		21,215.80			78918	1022151141008	9101.2183		PERA-EMPLOYER
		37,227.88							
90758032	10/23/2015	222.80	100601 MN DEPT OF REV WH		78820	1019151039204	9101.2172		STATE WITHHOLDING
		83.00			78867	1019151556376	9101.2172		STATE WITHHOLDING
		9,284.45			78919	1022151141009	9101.2172		STATE WITHHOLDING
		9,590.25							
90980199	10/23/2015	243.06	100113 BANK OF THE WEST		78817	1019151039201	9101.2171		FEDERAL WITHHOLDING
		1,076.45			78818	1019151039202	9101.2173		FICA & MEDICARE-EMPL
		1,076.45			78819	1019151039203	9101.2182		FICA & MEDICARE-EMPL
		361.66			78862	1019151556371	9101.2171		FEDERAL WITHHOLDING
		314.55			78863	1019151556372	9101.2173		FICA & MEDICARE-EMPL
		314.55			78864	1019151556373	9101.2182		FICA & MEDICARE-EMPL
		23,287.29			78907	1022151141001	9101.2171		FEDERAL WITHHOLDING
		10,658.56			78912	1022151141002	9101.2173		FICA & MEDICARE-EMPL
		10,658.56			78913	1022151141003	9101.2182		FICA & MEDICARE-EMPL
		47,991.13							
99062107	10/23/2015	2,682.12	100223 ICMA RETIREMENT TRUST 457		78914	1022151141004	9101.2175		DEFERRED COMPENSAT
		2,682.12							
99102315	10/23/2015	2,706.89	107962 TASC		78908	10221511410010	9101.2176		LIFE/HEALTH-EMPLOYEE
		2,706.89							
99333300	10/23/2015	3,359.00	114790 GREAT WEST LIFE AND ANNUITY INS CO		78910	10221511410012	9101.2175		DEFERRED COMPENSAT
		3,359.00							
99333944	10/23/2015	1,208.97	114790 GREAT WEST LIFE AND ANNUITY INS CO		78911	10221511410013	9101.2176		LIFE/HEALTH-EMPLOYEE
		1,208.97							

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

10/22/2015-- 12/31/2015

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99333944	10/23/2015		114790 GREAT WEST LIFE AND ANNUITY INS CO						Continued.
99772410	10/23/2015		114486 SUN LIFE ASSURANCE COMPANY OF CANADA						
		672.04			78687	10081512340011	9101.2176		LIFE/HEALTH-EMPLOYEE
		672.91			78909	10221511410011	9101.2176		LIFE/HEALTH-EMPLOYEE
		37.60	Paplham COBRA LIFE		78909	10221511410011	9101.2176		LIFE/HEALTH-EMPLOYEE
		1,382.55							
		<u>327,801.93</u>	Grand Total						

Payment Instrument Totals

Checks	195,340.14
EFT Payments	106,148.79
Total Payments	301,488.93

#98456 Village Bank

26,313.00
\$327,801.93

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

Payee		Stub	Document			Due	Invoice	Payment	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount
111601	21ST CENTURY BANK	WSCA REIMBURSEMENT	PV	79015	001	09601	11/2/2015	110215	50,050.00
	21ST CENTURY BANK 9380 CENTRAL AVENUE NE BLAINE MN 55434			Summary Total					50,050.00
				Payment Amount					50,050.00
111610	A DYNAMIC DOOR CO. INC.	REPAIR DOORS AT PW	PV	79016	001	09101	10/26/2015	21510191	630.55
	A DYNAMIC DOOR CO. INC. 4588 194TH AVENUE NE EAST BETHEL MN 55092	REPAIR DOORS AT PW	PV	79016	002	09101	10/26/2015	21510191	742.00
				Summary Total					1,372.55
				Payment Amount					1,372.55
100026	ANDERSON IRRIGATION	RE: ELMCREST PARK	PV	78940	001	09101	10/15/2015	07-5954	111.90
	ANDERSON IRRIGATION 3200 MAIN STREET NE SUITE 240 MINNEAPOLIS MN 55448			Summary Total					111.90
				Payment Amount					111.90
100029	ANOKA AREA CHAMBER OF COMMERCE	TABLE SPONSOR-ANNUAL MTG	PV	79017	001	09101	10/22/2015	23249	100.00
	ANOKA AREA CHAMBER OF COMMERCE 12 BRIDGE SQUARE ANOKA MN 55303			Summary Total					100.00
				Payment Amount					100.00
100035	ANOKA COUNTY CENTRAL COMMUNICATIONS	STATE ACCESS FEE JULY-SEPT 15	PV	78942	001	09101	10/12/2015	2015-342	900.00
	ANOKA COUNTY CENTRAL COMMUNICATIONS 325 EAST MAIN STREET ANOKA MN 55303	SEPT 2015 INTERNET ACCESS	PV	78943	001	09101	10/13/2015	2015-352	577.15
				Summary Total					900.00
				Payment Amount					577.15
				Payment Amount					1,477.15
100056	ANOKA, CITY OF	RE: MISS RIVER TRAIL	PV	78941	001	09805	10/21/2015	201510213777	3,292.47
	CITY OF ANOKA 2015 - 1ST AVENUE NORTH ANOKA MN 55303			Summary Total					3,292.47
				Payment Amount					3,292.47

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Payment Instrument Check Payment
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Payee	Stub	Document	Due	Invoice	Payment
Number	Name / Mailing Address	Ty Number Itm Co	Date	Number	Amount
100063	ASPEN MILLS	PV 79018 001 09101	10/14/2015	171701	313.95
	ASPEN MILLS			Summary Total	313.95
	8201 C CENTRAL AVE NE	PV 79019 001 09101	10/14/2015	171673	303.95
	SPRING LAKE PARK MN 55432			Summary Total	303.95
		PV 79020 001 09101	10/14/2015	171702	341.80
				Summary Total	341.80
		PV 79021 001 09101	10/13/2015	171590	331.95
				Summary Total	331.95
				Payment Amount	1,291.65
112314	BCA CJTE	PV 78944 001 09101	10/12/2015	30758-092915II	250.00
	BCA CJTE			Summary Total	250.00
	1430 MARYLAND AVENUE E				
	ST PAUL MN 55106			Payment Amount	250.00
113027	BLUE CROSS BLUE SHIELD-EAP	PV 79022 001 09101	10/29/2015	3289099	63.00
	BLUE CROSS BLUE SHIELD- EAP			Summary Total	63.00
	ATTEN: DEBRA MORSE M 104				
	P O BOX 64560			Payment Amount	63.00
	ST PAUL MN 55164				
100086	BLUE VELVET INC	PV 78945 001 09101	10/8/2015	154	512.39
	BLUE VELVET INC			Summary Total	512.39
	14101 ST FRANCIS BLVD				
	RAMSEY MN 55303			Payment Amount	512.39
100647	BOLTON AND MENK, INC	PV 78946 001 09602	10/16/2015	0183235	3,003.00
	BOLTON AND MENK, INC			Summary Total	3,003.00
	1960 PREMIER DRIVE	PV 78947 001 09805	10/16/2015	0183233	1,243.00
	MANKATO MN 56001-5900			Summary Total	1,243.00
				Payment Amount	4,246.00

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Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Item	Co	Due Date	Invoice Number	Payment Amount
103641	BOYER TRUCKS ROGERS	CARTRIDGE	PV	79023	001	09101	10/30/2015	162450R	77.03
	BOYER TRUCKS 2601 NE BROADWAY MINNEAPOLIS MN 55413							Summary Total	77.03
								Payment Amount	77.03
112019	CENTRAL HYDRAULICS INC	QUICK COUPLERS	PV	79024	001	09101	10/30/2015	0038911	101.42
	CENTRAL HYDRAULICS INC 21877 INDUSTRIAL COURT ROGERS MN 55374							Summary Total	101.42
								Payment Amount	101.42
100111	COMMERCIAL ASPHALT COMPANY	ASPHALT	PV	78948	001	09101	10/15/2015	151015	15.28
	COMMERCIAL ASPHALT COMPANY P O BOX 1480 MAPLE GROVE MN 55311-6480							Summary Total	15.28
								Payment Amount	15.28
100116	CONNEXUS ENERGY	SIRENS	PV	78950	001	09101	10/20/2015	759126-303095 OCT 15	85.00
	CONNEXUS ENERGY PO BOX 1808 MINNEAPOLIS MN 55480-1808							Summary Total	85.00
		LIFT STAT/WELLS/WTR TWR	PV	78951	001	09601	10/20/2015	759126-303102 OCT 15	9,898.54
		LIFT STAT/WELLS/WTR TWR	PV	78951	002	09601	10/20/2015	759126-303102 OCT 15	521.51
								Summary Total	10,420.05
		MISC CITY ACCOUNTS	PV	78952	001	09230	10/20/2015	759126-303107 OCT 15	79.34
		MISC CITY ACCOUNTS	PV	78952	002	09230	10/20/2015	759126-303107 OCT 15	1,368.02
		MISC CITY ACCOUNTS	PV	78952	003	09230	10/20/2015	759126-303107 OCT 15	31.80
		MISC CITY ACCOUNTS	PV	78952	004	09230	10/20/2015	759126-303107 OCT 15	574.10
		MISC CITY ACCOUNTS	PV	78952	005	09230	10/20/2015	759126-303107 OCT 15	8,575.67
		MISC CITY ACCOUNTS	PV	78952	006	09230	10/20/2015	759126-303107 OCT 15	2,730.41
		MISC CITY ACCOUNTS	PV	78952	007	09230	10/20/2015	759126-303107 OCT 15	129.57

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Number	Name / Mailing Address	Ty Number Itm Co	Date	Number	Amount
				15	
		Summary Total			13,488.91
	TRAFFIC LIGHTS	PV 78953 001 09101	10/20/2015	759126-303100 OCT	810.60
				15	
		Summary Total			810.60
	MISC PWACCOUNTS	PV 78954 001 09101	10/20/2015	759126-303106 OCT	378.81
				15	
	MISC PWACCOUNTS	PV 78954 002 09101	10/20/2015	759126-303106 OCT	126.27
				15	
	MISC PWACCOUNTS	PV 78954 003 09101	10/20/2015	759126-303106 OCT	126.27
				15	
	MISC PWACCOUNTS	PV 78954 004 09101	10/20/2015	759126-303106 OCT	126.27
				15	
	MISC PWACCOUNTS	PV 78954 005 09101	10/20/2015	759126-303106 OCT	2,799.21
				15	
		Summary Total			3,556.83
	STREET LIGHTS	PV 78955 001 09603	10/20/2015	759126-303101 OCT	9,509.31
				15	
		Summary Total			9,509.31
		Payment Amount			37,870.70
100117 CONNEXUS ENERGY	STREET LIGHT 180TH/CTY RD 5	PV 79025 001 09603	10/14/2015	LGT0000158	2,011.00
CONNEXUS ENERGY 14601 RAMSEY BLVD NW RAMSEY MN 55303					Summary Total 2,011.00
					Payment Amount 2,011.00
100125 COUNTRYSIDE PRINTING INC	NOV/DEC 15 RAM RESIDENT	PV 78956 001 09101	10/22/2015	33612	4,717.85
COUNTRYSIDE PRINTING 6250 BUNKER LAKE BLVD NW SUITE 113 RAMSEY MN 55303					Summary Total 4,717.85
					Payment Amount 4,717.85
111818 DEANO'S COLLISION SPECIALISTS INC	REPAIR ON 359	PV 78957 001 09290	10/26/2015	43065	606.00
DEANO'S COLLISION SPECIALISTS INC 11063 173RD AVENUE	REPAIR 321	PV 78958 001 09101	10/20/2015	43117	Summary Total 606.00 178.70
ELK RIVER MN 55330					Summary Total 178.70

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Payee	Stub	Document	Due	Invoice	Payment				
Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount
Payment Amount									784.70
100144	DEHN OIL COMPANY	FUEL FOR PD GENERATOR	PV	78959	001	09101	10/19/2015	39004	735.00
Summary Total									735.00
	DEHN OIL COMPANY	DIESEL	PV	79026	001	09101	10/30/2015	38764	732.00
Summary Total									732.00
	RAMSEY MN 55303	DIESEL	PV	79027	001	09101	10/30/2015	38765	790.25
Summary Total									790.25
Payment Amount									2,257.25
101185	DO ALL PRINTING COM INC	SNOW PLOW MAPS	PV	78960	001	09101	10/22/2015	29894	36.00
Summary Total									36.00
Payment Amount									36.00
113306	DOCUMENT TECHNOLOGY SOLUTIONS	CONTRACT OCT/NOV 2015	PV	79028	001	09101	10/22/2015	113407	217.75
Summary Total									217.75
Payment Amount									217.75
100160	EH RENNER AND SONS INC	PUMP INSPECTIONS 2015	PV	79029	001	09601	10/21/2015	000146200000	700.00
Summary Total									700.00
Payment Amount									700.00
104267	ELITE SANITATION	PARK PORTABLE TOILETS	PV	78961	001	09101	10/14/2015	22859	438.00
Summary Total									438.00
Payment Amount									438.00

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Payee		Stub	Document			Due	Invoice	Payment
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Number	Amount
110388	FRATTALLONE'S ACE HARDWARE STORES	RUBBERIZED UNDERCOAT	PV	79032	001	09601	10/30/2015 024834/J	21.87
	FRATTALLONE'S ACE HARDWARE STORES 3527 LEXINGTON AVENUE N ARDEN HILLS MN 55126			Summary Total				21.87
				Payment Amount				21.87
100189	G AND K SERVICES INC	UNIFORM CLEANING	PV	78949	001	09101	10/21/2015 1006358095	100.00
	G AND K SERVICES INC	UNIFORM CLEANING	PV	78949	002	09101	10/21/2015 1006358095	13.00
	P O BOX 842385	UNIFORM CLEANING	PV	78949	003	09101	10/21/2015 1006358095	85.74
	BOSTON MA 02284-2385	UNIFORM CLEANING	PV	78949	004	09101	10/21/2015 1006358095	85.74
				Summary Total				284.48
		UNIFORM CLEANING	PV	79033	001	09101	10/28/2015 1006369552	95.00
		UNIFORM CLEANING	PV	79033	002	09101	10/28/2015 1006369552	13.00
		UNIFORM CLEANING	PV	79033	003	09101	10/28/2015 1006369552	145.57
		UNIFORM CLEANING	PV	79033	004	09101	10/28/2015 1006369552	145.58
				Summary Total				399.15
				Payment Amount				683.63
100200	GOPHER STATE ONE CALL INC	226 TICKETS	PV	79034	001	09601	10/31/2015 148873	106.85
	GOPHER STATE ONE CALL	226 TICKETS	PV	79034	002	09601	10/31/2015 148873	106.85
	18946 LAKE DRIVE EAST	226 TICKETS	PV	79034	003	09601	10/31/2015 148873	106.85
	CHANHASSEN MN 55317			Summary Total				320.55
				Payment Amount				320.55
100650	GRAINGER	MISC SUPPLIES	PV	78968	001	09101	10/20/2015 9871118684	143.04
	GRAINGER INC			Summary Total				143.04
	DEPT. 806511127	MINI LAMPS/V-BELT	PV	79035	001	09101	10/28/2015 9879531110	28.26
	PALATINE IL 60038-0001			Summary Total				28.26
				Payment Amount				171.30
106324	INSPECTRON INC	SEPT 2015 SERVICES	PV	78970	001	09101	10/13/2015 101315	4,000.00
	INSPECTRON INC			Summary Total				4,000.00
	CODE COMPLIANCE INSPECTIONS 15120 CHIPPENDALE AVE SUITE 202 ROSEMOUNT MN 55068			Payment Amount				4,000.00
106719	INTEREUM INC	CASTERS	PV	78969	001	09101	10/15/2015 110717	19.92

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Payee	Stub	Document	Due	Invoice	Payment				
Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount
	INTEREUM INC				Summary Total				16.92
	845 BERKSHIRE LANE NORTH								
	PLYMOUTH MN 55441								
					Payment Amount				16.92
111149	JACK MCCLARD AND ASSOCIATES INC	PARTS FOR TIRE MACHINE	PV	79036	001	09101	10/29/2015	102915	245.99
	JACK MCCLARD AND ASSOCIATES INC				Summary Total				245.99
	128 JACKSON AVENUE NORTH								
	HOPKINS MN 55343								
					Payment Amount				245.99
100258	LEAGUE OF MINNESOTA CITIES	2015/2016 MEMBERSHIP DUES	PV	78971	001	09101	10/21/2015	220717	18,480.00
	LEAGUE OF MN CITIES				Summary Total				18,480.00
	FINANCE DEPT	MTG MPLS 11/18/15- K. ULRICH	PV	79037	001	09101	11/3/2015	223366	40.00
	145 UNIVERSITY AVE WEST				Summary Total				40.00
	ST PAUL MN 55103-2044								
					Payment Amount				18,520.00
100271	MAIN MOTORS	CONTROL 637	PV	79038	001	09101	10/29/2015	313043	125.00
	MAIN MOTORS				Summary Total				125.00
	435 WEST MAIN STREET								
	ANOKA MN 55303								
					Payment Amount				125.00
100284	MENARDS ELK RIVER	MISC SUPPLIES	PV	79039	001	09101	10/10/2015	89747	73.61
	MENARDS ELK RIVER				Summary Total				73.61
	19521 EVANS STREET NW								
	ELK RIVER MN 55330-1077								
					Payment Amount				73.61
100285	MET COUNCIL ENVIRONMENTAL SRV	WASTE WATER DEC 2015	PV	79041	001	09602	11/3/2015	0001049507	50,876.17
	MET COUNCIL ENVIRONMENTAL SRV				Summary Total				50,876.17
	P O BOX 856513								
	MINNEAPOLIS MN 55485-6513								
					Payment Amount				50,876.17

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Payee	Stub	Document	Due	Invoice	Payment				
Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount
	341 COON RAPIDS BLVD MINNEAPOLIS MN 55433								
								Payment Amount	367.60
110547	NORTHWEST LIGHTING SYSTEMS CO.	MISC SUPPLIES	PV	78974	001	09101	10/20/2015	91966	216.07
	NORTHWEST LIGHTING SYSTEMS CO. 12001 RIVERWOOD DRIVE BURNSVILLE MN 55337							Summary Total	216.07
								Payment Amount	216.07
100368	OFFICE DEPOT	OFFICE SUPPLIES	PV	78975	001	09101	10/8/2015	798700673001	93.56
	OFFICE DEPOT P O BOX 70049 LOS ANGELES CA 90074-0049							Summary Total	93.56
								Payment Amount	93.56
113444	PRECISE	SEPT 2015	PV	78976	001	09101	10/21/2015	200-1006703	345.73
	PRECISE 501 EAST CLIFF ROAD SIUTE 100 BURNSVILLE MN 55337							Summary Total	345.73
		MISC SUPPLIES	PV	78977	001	09101	10/20/2015	200-1006661	1,076.47
								Summary Total	1,076.47
								Payment Amount	1,422.20
107978	PREMIER COMMERCIAL PROPERTIES INC	LEASE FEE-RM GOLF CARTS	PV	78978	001	09410	10/20/2015	4581	472.88
	PREMIER COMMERCIAL PROPERTIES INC 6897 139TH LANE NW RAMSEY MN 55303							Summary Total	472.88
								Payment Amount	472.88
100413	RANDALL, GOODRICH AND HAAG, P L .C.	OCT 15 PROSECUTION BILLING	PV	79044	001	09101	10/30/2015	103015	2,909.40
	RANDALL, GOODRICH AND HAAG, P.L.C. 2140 FOURTH AVENUE NORTH ANOKA MN 55303							Summary Total	2,909.40
								Payment Amount	2,909.40
113737	RATWIK, ROSZAK AND	SEPT 15 RETAINER/	PV	78982	001	09101	10/1/2015	57521	3,601.00

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Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Item	Co	Due Date	Invoice Number	Payment Amount
Payment Amount									90.00
114947	SWEDEBRO INC	GARAGE FLOOR RESURFACING	PV	78987	001	09412	10/19/2015	201587	19,500.00
	SWEDEBRO INC 1409 159TH AVENUE NE HAM LAKE MN 55304			Summary Total					19,500.00
Payment Amount									19,500.00
114958	TENNANT SALES AND SERVICE COMPANY	REPAIR- SCRUBBER	PV	79046	001	09101	10/19/2015	913399715	462.58
	TENNANT SALES AND SERVICE COMPANY P O BOX 71414 CHICAGO IL 60694-1414			Summary Total					462.58
Payment Amount									462.58
108661	TIERNEY BROTHERS INC	WORK IN COUNCIL CHAMBERS	PV	79047	001	09234	9/25/2015	2696-1	41,545.91
	TIERNEY BROTHERS INC 3300 UNIVERSITY AVENUE SE MINNEAPOLIS MN 55414-3326			Summary Total					41,545.91
Payment Amount									41,545.91
100495	TWIN CITIES FLAG SOURCE	FLAGS	PV	78988	001	09101	10/20/2015	28607	44.00
	TWIN CITIES FLAG SOURCE 3240 - 199TH AVENUE NW ANOKA MN 55303			Summary Total					44.00
Payment Amount									44.00
105628	WELLS CATERING SERVICE	CC MEETING 10/27/2015	PV	78989	001	09101	10/27/2015	40623	81.23
	WELLS CATERING SERVICE 7533 SUNWOOD DRIVE SUITE 108 RAMSEY MN 55303			Summary Total					81.23
Payment Amount									81.23
100529	WENDELL'S INC	BADGE A. MCINTIRE	PV	78990	001	09101	10/15/2015	2023884	5.23
	WENDELL'S INC			Summary Total					5.23

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Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount
6601	BUNKER LAKE BLVD PO BOX 458 RAMSEY MN 55303-0458								
								Payment Amount	5.23
112318	WINTER EQUIPMENT COMPANY	BLADES	PV	78991	001	09101	10/13/2015	IV27787	375.48
	WINTER EQUIPMENT COMPANY 1900 JOSEPH LLOYD PARKWAY WILLOUGHBY OH 44094							Summary Total	375.48
								Payment Amount	375.48
100539	WRIGHT TIRE SERVICE INC	TIRES FOR 667	PV	78992	001	09101	10/23/2015	29613	463.76
	WRIGHT TIRE SERVICE INC 710 WEST MAIN STREET ANOKA MN 55303							Summary Total	463.76
								Payment Amount	463.76
112515	WSB AND ASSOCIATES INC	SEPT 15 SERVICES	PV	78993	001	09101	10/15/2015	1-01973-050	114.00
	WSB AND ASSOCIATES INC 701 XENIA AVENUE SOUTH SUITE 300 MINNEAPOLIS MN 55416							Summary Total	114.00
								Payment Amount	114.00
100541	ZARNOTH BRUSH WORKS INC	BRUSHES/SHOES	PV	78994	001	09605	10/15/2015	0157154	1,038.00
	ZARNOTH BRUSH WORKS INC PO BOX 141 CHILTON WI 53014-0141							Summary Total	1,038.00
								Payment Amount	1,038.00
								Total Amount to be Processed	271,143.44
								Total Number of Payments to be Processed	65

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

RESOLUTION #15-11-277

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF OCTOBER 22, 2015 THROUGH NOVEMBER 4, 2015.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of October 22, 2015, through November 4, 2015, in the amount of \$ 748,580.21 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 October 22, 2015, through November 4, 2015, in the amount of \$748,580.21.

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

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

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

Councilmember Shryock

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of November, 2015.

Mayor

ATTEST:

City Clerk

Meeting Date: 11/10/2015

By: Colleen Lasher, Administrative Services

Information

Title

Adopt Resolution #15-11-276 to Hire a Patrol Officer to Fill the Current Vacancy

Purpose/Background:

The purpose of this case is to request the City Council to hire a Patrol Officer to fill the current vacancy in the Police Department. As the City Council will recall, discussions took place at the June 23, 2015, work-session to address the departure of the City's current Crime Prevention Specialist and to consider whether or not filling the vacancy with a licensed officer rather than refilling it in its current capacity would be preferred. The City Council discussed the approach to be taken to address the Police Department's overall tactic toward staffing for crime prevention, community policing, versatility within the department based on the type of employee hired, as well as the long-term staffing expectations in the Police Department. (The applicable minutes from the June 23, 2015 work-session are attached.)

In summary, the consensus of the City Council was for staff to conduct a recruitment for a Patrol Officer, to be hired on or near December 1, 2015. Therefore, Staff conducted the recruitment and held first interviews with 15 candidates and second interviews with 5 candidates. In addition to the interview process, candidates were required to pass physical agility test and a report writing exercise. The top 5 candidates were required to pass a "shoot / don't shoot" exercise and 3 candidates completed the background investigations paperwork.

In the interim, the Police Chief assigned Officer Drew Moldenhauer to work as the City's second Community Resource Officer (a sworn role); hence creating a Patrol Officer vacancy which is being considered this evening. This second Community Resource Officer role will serve on a rotating basis which provides for cross-training (as identified within the strategic plan) and career development amongst Officers which is positive for employee engagement. As discussed previously, the Community Resource Officers bring great utility and flexibility because they are able to perform a wide array of duties, including the crime prevention duties, education, community-orientated policing services, but also creating efficiencies by being in the office to take statements and to address any variety of customer service needs on the spot, as well as being able to deploy to the streets as an armed Police Officer, either unexpectedly or to cover for any gaps in the patrol schedule due to vacations, sick leave, required trainings, etc.

As a result of the recruitment, staff recommends Mr. Jesse Duerksen for the position of Patrol Officer with the city of Ramsey. Mr. Duerksen accepted the City's contingent job offer and has passed all of the necessary pre-employment testing. With the City Council's authorization, Mr. Duerksen will be hired on or near December 1, 2015, and he will be subject to a 1-year probationary period; all other personnel policies will apply normally.

Observations/Alternatives:

Option #1: Hiring a Patrol Officer. Staff recommends hiring a fulltime Patrol Officer to help fulfill the public safety needs of the City and to meet the goals of the strategic plan as it relates to this position.

Option #2 Not hiring a fulltime Patrol Officer. Staff does not recommend this option due to likely repercussions such as a reduced ability to provide effective and timely public safety, i.e.:delays in response times and decreases in general patrol duties, including traffic enforcement and investigation. The City continues to add businesses to the City and additional housing. Officers are needed to meet the demands of our growing City.

Funding Source:

The funding for this Patrol Officer position is covered within the 2015 budget and comes from the savings left over from the vacant Crime Prevention Specialist position with a remaining balance of approximately \$17,116. The funding required for December 2015 is approximately \$6,667 and the 2016 funding is approximately \$82,176.

Recommendation:

Staff recommends that the City Council hire Mr. Jesse Duerksen, effective on or near December 1, 2015 at \$23.44 per hour, which is step one of the 2015 wage scale.

Action:

Adopt resolution #15-11-276 to hire Mr. Jesse Duerksen, effective on or near December 1, 2015 at \$23.44 per hour, which is step one of the 2015 wage scale.

Attachments

- Resolution 1511276
 - 06-23-15 WS Minutes
 - Justification Form
-
-

Form Review

Inbox	Reviewed By	Date
Jeff Katers	Jeff Katers	11/04/2015 11:17 AM
Kurt Ulrich	Colleen Lasher	11/04/2015 11:47 AM
Colleen Lasher (Originator)	Colleen Lasher	11/04/2015 11:49 AM
Jeff Katers	Jeff Katers	11/04/2015 11:57 AM
Kurt Ulrich	Kurt Ulrich	11/04/2015 04:24 PM
Form Started By: Colleen Lasher		Started On: 11/02/2015 09:00 AM
Final Approval Date: 11/04/2015		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #15-11-276

RESOLUTION TO HIRE A PATROL OFFICER

WHEREAS, the Crime Prevention Specialist departed City employment in July 2015; and

WHEREAS, at the June 23, 2015 City Council work-session, the consensus of the City Council was to direct staff to fill the vacancy with a sworn officer; and

WHEREAS, Mr. Jesse Duerksen has been selected as the top candidate for the Patrol Officer position; and

WHEREAS, staff has completed the necessary background checks and is recommending that Mr. Jesse Duerksen be hired as the City's new Patrol Officer, effective December 1, 2015, at \$23.44 per hour, which is step 1 of the 2015 wage scale; and

WHEREAS, Mr. Jesse Duerksen will be subject to a 1-year 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 #15-11-276, to hire Mr. Jesse Duerksen as the City's new Patrol Officer effective on or near December 1, 2015 at \$23.44 per hour, which is step 1 of the 2015 wage.

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 10th day of November 2015.

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, June 23, 2015, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Sarah Strommen (arrived at 5:37 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 Chief Jeff Katers
Parks and Assistant Public Works Superintendent Mark Riverblood
Public Works Superintendent Grant Riemer
Human Resources Manager Colleen Lasher
Community Development Director Timothy Gladhill
City Engineer Bruce Westby
Asst. City Administrator/Economic Development Manager Patrick Brama
City Attorney Joe Langel

1. CALL TO ORDER

Acting Mayor LeTourneau called the City Council Work Session to order at 5:36 p.m.

2. TOPICS FOR DISCUSSION

2.01: Discussion Regarding the Crime Prevention Specialist Position in the Police Department

Mayor Strommen arrived at 5:37 p.m.

Police Chief Katers reviewed the staff report.

Human Resources Manager Lasher stated that another benefit to filling the position with a sworn officer would be that the employee could fill gaps when other officers are sick or on leave.

Councilmember Kuzma stated that there had been a non-sworn officer filling the position and questioned how that was working.

Police Chief Katers replied that it is currently working and necessary files are passed on to a sworn officer.

Councilmember Riley stated that the position is temporarily being filled with a sworn officer and did not think that makes sense for the short or long term. He likened it to hiring a doctor for a nurse's position.

Mayor Strommen stated that the question is really what the City wants out of the position. She agreed that as the position currently exists it would be unnecessary to hire a sworn officer but explained that if the position were to be redesigned it could not only handle the current duties but also provide maximum efficiency and additional flexibility for the department.

Councilmember Kuzma stated that he agrees with Councilmember Riley and noted that there are additional costs with improvements and the fire station construction and would agree that perhaps this could be an area where additional funds would not be spent. He also acknowledged overtime hours in the police department and agreed that this position could provide flexibility and assist in avoiding some overtime costs.

Police Chief Katers stated that having a sworn officer in this position would provide flexibility in staffing for the police department.

City Administrator Ulrich stated that this position was created 15 years ago and the discussion at that time most likely focused on the fact that this position could handle non-sworn duties for the department. He stated that the person leaving the position was at the top of the pay scale and noted that this does present an opportunity to hire a sworn officer at a lesser cost. He stated that filling the position would provide another officer and would provide flexibility to the police department while the department would still remain under budget. He stated that this vacancy is an opportunity to re-evaluate the needs of the position and the department.

Police Chief Katers stated that the position has changed in the past 15 years, including the amount of services provided, and will continue to evolve over time. He stated that other municipalities have moved towards hiring a sworn officer for the position in order to provide continuity, among other benefits.

Councilmember Kuzma referenced the proposed 2016 budget information that reflected an additional \$12,000 and questioned if that would be balanced or whether that would be an overage.

Police Chief Katers explained that there would actually be a cost savings in the first year hiring a new officer compared to the current salary of the position.

Councilmember Riley questioned how likely it would be that the City would be able to hire someone for this desk job that would be able to transition to patrol.

Police Chief Katers stated that he would want someone with prior street experience to fill the position that way they could easily transition between the two duties.

Councilmember LeTourneau referenced the amount of time the fire department puts into their fire prevention and education services and stated that he could see this position evolving into a larger scale as well. He stated that he could support putting a sworn officer into the position but would like to see the three to five year plan for the position.

Councilmember Shryock agreed that it would be helpful to have additional information on how the position will be molded over time. She stated that perhaps the decision could be made at that time.

Mayor Strommen stated that she would want to know the type of pressure the police department would face if that decision to fill the position is delayed. She stated that the department runs lean as it is and she would like to see the sworn officer filling the position, as it would provide flexibility as that employee could "wear multiple hats". She agreed that a longer term plan could be developed for discussion but did not think that the decision would need to be delayed.

Police Chief Katers explained that the hiring process does take time, noting that if the posting process begins in July that person would probably not be hired until December. He stated that in the meantime he had to pull an officer from patrol to temporarily fill the position. He stated that it would be important to have that additional flexibility because it is a small department. He believed that any additional opportunities that can be created in the department would be beneficial for those employees interested in a lateral position change.

Councilmember Shryock stated that she would agree with filling the position with a sworn officer but questioned if the job position had been updated appropriately to describe the full scope of job duties. She stated that perhaps the decision could be delayed until the next Council meeting when the job duties could be better defined in order to accurately describe the position.

Police Chief Katers stated that he would recommend that the position to be posted would be for a police officer patrol position. He explained that a current patrol officer could then be moved laterally into this position.

Councilmember Riley questioned if the officer chosen for the position would also be pulled for patrol duties.

Police Chief Katers replied that this would be a rotating position and confirmed that the officer could also provide patrol duties. He stated the feedback he has received is that officers do not want to be stagnant in one position or shift time for too long and that is why there are some rotating positions, such as an investigation position in the department. He explained that this position would actually become a rotating community resource position.

City Administrator Ulrich agreed that there would be a benefit to providing this opportunity within a small department, which would allow officers to try a different way to serve the community.

Councilmember LeTourneau noted that a benefit to having a rotating position is that you are providing a new set of eyes to the position as well.

Human Resources Manager Lasher added that she has received input from multiple channels that the department believed that this position should be filled with a sworn officer. She referenced the 2016 position that will be hired for the department and noted that she could post this position at the same time in order to have a dual recruitment, which would provide a cost savings.

* The consensus of the Council was to authorize staff to hire a sworn officer to fill the position.

2.02: Discussion Regarding the Employee Sick Leave for Wellness Policy

Human Resources Manager Lasher reviewed the staff report.

City Administrator Ulrich clarified that the City has a sick leave for wellness policy and this would simply be an amendment to include vacation for eligible employees. He stated that there have not been a lot of employees who have taken advantage of the sick leave conversion.

Councilmember Kuzma noted that he thought that the contracts were already in place.

Human Resources Manager Lasher reviewed the contracts, which have been agreed upon and noted that this would be included as a memorandum of understanding.

Councilmember Riley stated that this time is meant to allow employees time away from work and believes that it should be used for that purpose.

Councilmember LeTourneau stated that it appears this update would be made more current to match what is being offered in the marketplace today. He questioned what kind of impact this would have on the budget.

Human Resources Manager Lasher provided a statement of clarification she received from Finance Director Lund who commented that this would be a good thing for the budget.

Mayor Strommen stated that she agrees with the statement that vacation time should be used for vacation but noted that the ultimate purpose of the benefit is to increase productivity and agreed that wellness activity could serve the same purpose.

Councilmember Riley stated that there were items in the policy he believes should be reviewed including a reference to Weight Watchers, as he believed that should be generalized as a weight loss program; he did not think purchasing a piece of equipment should be allowed; and he noted that "other expenses can be reimbursed as approved by human resources" seems very subjective.

Human Resources Manager Lasher stated that she will be meeting with the Labor Management Committee the following week and could discuss those suggestions at that time.

Evaluation Criteria for Vacant and New Positions

1. Is the position essential? Essential positions are those that provide core public health and safety services; emergency and disaster assistance; and preservation of the essential elements of the City's financial activities.
 - *Yes, this is a licensed full time police officer position, with an assignment assisting the community on a proactive level. This position would deal with the public health and safety on a wide range of core functions such as Crime Prevention, Youth First, Safety Camp and Night to Unite.*

2. Is the position critical? Critical positions are positions that are, for example, one-position job classes or positions with duties that cannot be modified, reassigned or eliminated. Detailed responses to the following questions will be required in determining whether or not a position is "critical" to providing high-quality services to residents, business owners and/or employees:
 - Explain how this position is key to achieving the strategic goals identified by the City Council.
 - *Public safety is a top priority to the city.*
 - Can the duties be re-engineered or automated? Please explain.
 - *The police department does rely on some non-law enforcement programs and agencies to assist with youth, however when Minnesota State Statute requires, these programs contact our department. The Ramsey Department is required to follow up on cases referred to the department by those programs.*
 - Can the duties be reassigned temporarily or permanently? Please explain.
 - *No, officers are needed to respond to requests from the public.*
 - Can the position remain unfilled temporarily or permanently? Please explain.
 - *Yes the position could remain unfilled temporarily, however due to the time of year (summer) the community would be impacted by a reduction in programs and outreach. Night to Unite, Crime Prevention, Car seat checks, etc.*
 - Can the position be filled internally?
 - *Yes, if we have someone who is eligible to be licensed as a police officer by the State. Doing this would leave a city vacancy, which may also need to be replaced. If a viable internal candidate is not found an external process will need to take place.*

- What is the impact (i.e., to residents, business owners, employees, and/or operations) if the position is not filled?
 - *Community programs and crime prevention initiatives will be impacted,, likely causing an increase in crime, and a greater reactive work load for patrol officers.*
 - Can the service provided be reduced, eliminated, or contracted out?
 - *This position is a response to demand by the community for officers working with businesses and residents to provide a safer and healthier place to live, work, and play.*
 - What is the budgetary impact if the position is not filled (e.g., additional overtime/compensatory time off costs)
 - *The essential functions of this job will need to be assigned to patrol officers, which will take them away from their duties such as traffic enforcement and the reduction of roadway injuries and deaths. Overtime costs would increase, specifically during the peak times of this season.*
 - What are the circumstances that warrant the creation of this new position?
 - *This is not a new position. This is the replacement of our current crime prevention specialist due to a resignation.*
3. What is the total annual cost of the position (e.g., salary, taxes, benefits, equipment, etc.)?
- *The position would be at step 1 of a patrol officer, with a total annual of expense of approximately \$82,186.00.*

Meeting Date: 11/10/2015

By: Colleen Lasher, Administrative Services

Information

Title

Adopt Resolution #15-11-275 to Hire Temporary Snow Plow Drivers

Purpose/Background:

The purpose of this case is to request authorization to hire Temporary Snow Plow Drivers. Annually the City employs Temporary Snow Plow Drivers to provide general maintenance of public streets, parking lots and any other municipal related facilities and/or equipment including snow plowing of public streets, cul-de-sacs, trails, and walks. A commercial driver's license is not required as the City trucks used for this purpose are not commercial vehicles.

The process to fill these positions includes 1) an open competitive recruitment process, 2) interviews, 3) background checks, 4) pre-employment testing, 5) City Council approval to hire, and 6) on-boarding. Individuals with satisfactory performance from the year before may be rehired starting with step 3.

As a result, staff selected six individuals, all are re-hires, to work as Temporary Snow Plow Drivers; all candidates have passed the pre-employment screenings and staff recommends hiring the selected 2015-2016 candidates.

Notification:

Individuals hired to work as temporary snow plow drivers are subject to the following requirements:

- Must be at least 18 years of age and possess a high school diploma or equivalent
- Must possess a valid Minnesota class D driver's license and have a good driving record
- Must successfully complete a criminal background check and drug screen
- Must have experience in the operation and maintenance of related equipment

Observations/Alternatives:

Option #1 To hire the selected 2015-2016 Temporary Snow Plow Drivers.

Option #2: Not moving ahead with hiring the Temporary Snow Plow Drivers Seasonal. Staff does not recommend this option due to the inability to meet the highly labor intensive winter work demands in the Public Works Department

Funding Source:

The funding required to fill these positions is included within the approved 2015-2016 budget

Recommendation:

Staff recommends option #1 above, hiring the following 2015-2016 Temporary Snow Plow Drivers: Adam Gordon, Dan Greer, Keith Noreen, Dan Pfeifer, Robert Teigen and Sarah Wiener; all at \$12.00 per hour, effective on or near November 11, 2015 which includes time for a paid orientation meeting.

Action:

Motion to adopt resolution #15-11-275 to hire the following employees: Adam Gordon, Dan Greer, Keith Noreen, Dan Pfeifer, Robert Teigen and Sarah Wiener; all at \$12.00 per hour, effective on or near November 11, 2015 which includes time for a paid orientation meeting.

Attachments

Resolution 1511275

Form Review

Inbox

Kurt Ulrich

Form Started By: Colleen Lasher

Final Approval Date: 11/04/2015

Reviewed By

Kurt Ulrich

Date

11/04/2015 04:24 PM

Started On: 11/02/2015 08:59 AM

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #15-11-275

RESOLUTION TO HIRE TEMPORARY SNOW PLOW DRIVERS

WHEREAS, annually the City employs Temporary Snow Plow Drivers to provide general maintenance of public streets, parking lots and any other municipal related facilities and/or equipment including snow plowing of public streets, trails, and walks; and

WHEREAS, temporary Snow Plow drivers are not required to hold a Commercial Driver's License as they are not driving a commercial vehicle; and

WHEREAS, staff conducted the annual hiring process and selected 6 qualified candidates; and

WHEREAS, all candidates passed the pre-employment screening process; and

WHEREAS, staff recommends hiring the following 2015-2016 Temporary Snow Plow Drivers: Adam Gordon, Dan Greer, Keith Noreen, Dan Pfeifer, Robert Teigen and Sarah Wiener; all at \$12.00 per hour, effective on or near November 11, 2015, which includes time for a paid orientation meeting.

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 #15-11-275 to hire Adam Gordon, Dan Greer, Keith Noreen, Dan Pfeifer, Robert Teigen and Sarah Wiener; all at \$12.00 per hour, effective on or near November 11, 2015 which includes time for a paid orientation meeting.

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 10th day of November, 2015.

CC Regular Session

4. 6.

Meeting Date: 11/10/2015

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title

Adopt Resolution 15 11 274 Authorizing the Execution of Certificate of Completion in Relation to Development Agreement with Martin Land Management LLC

Purpose/Background:

This case is a housekeeping item. Per the attached development agreement, the City is required to execute a certificate of completion upon the "completion" of minimum site improvements (which are called out in the original development agreement). Commonly, this request comes to the City when property is being transferred (as the title work shows this item is outstanding). This case has been reviewed by our Community Development Department, the minimum improvements have been completed, and staff recommends moving forward with executing the attached certificate and resolution.

The subject property is the is located just south of Bunker Lake Boulevard off Azurite Street (14040).

NOTE: the business that occupied this site (MMI or Martin EDM) was purchased by Sil-Pro, a Delano based manufacturing company. Sil-Pro plans on consolidating their various businesses into one facility (in Delano). As a result, MMI will be leaving Ramsey. This property will go up for sale in the coming months.

Notification:

NA

Observations/Alternatives:

NA

Funding Source:

NA

Recommendation:

NA

Action:

Motion to:

Adopt Resolution 15 11 274 Authorizing the Execution of Certificate of Completion in Relation to Development Agreement with Martin Land Management LLC

Attachments

15 11 274 Authorizing Certificate of Completion

Cert of Completion

Original Development Agreement

Form Review

Inbox

Kurt Ulrich

Form Started By: Patrick Brama

Final Approval Date: 11/05/2015

Reviewed By

Kurt Ulrich

Date

11/05/2015 04:05 PM

Started On: 11/02/2015 09:01 AM

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

RESOLUTION #15-11-274

RESOLUTION AUTHORIZING THE EXECUTION OF A CERTIFICATE OF COMPLETION IN RELATION TO A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RAMSEY AND MARTIN LAND MANAGEMENT LLC.

WHEREAS, The City of Ramsey and Martin Land Management LLC entered into a Contract for Private Development on April 26, 2005 (the “Original Contract”); and,

WHEREAS, The Original Contract calls for a Certificate of Completion to be executed by the City of Ramsey upon the completion of all minimum site improvements as described in the Original Contract; and,

WHEREAS, Martin Land Management LLC has completed all required Minimum Improvements; and,

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

1. The City of Ramsey authorizes the Mayor and City Administrator execute the Certificate of Completion, Exhibit E, of the Contract for Private Development between the City of Ramsey and Riverside Manufacturing (document number 1976174.002).

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

XXXXXXXX

and the following voted against the same:

XXXXXXXX

and the following abstained:

XXXXXXXX

and the following were absent:

XXXXXXXX

Councilmember XXXXX introduced the following resolution and moved for its adoption:
Whereupon said resolution was declared duly passed and adopted by the Ramsey City
Council this the 10th day of November, 2015.

Sarah Strommen, Mayor

ATTEST:

Jo Ann M. Thieling, City Clerk

FORM OF CERTIFICATE OF COMPLETION

The undersigned hereby certifies that Martin Land Management, L.L.C., a Minnesota Limited Liability Company, has fully and completely complied with its obligations under Article III of that document entitled "Contract for Private Development", dated April 26, 2005 between the City of Ramsey, Minnesota and Martin Land Management, L.L.C., a Minnesota Limited Liability Company, recorded in the office of the Anoka County Recorder as Document Number _____ (the "Agreement"), with respect to construction of the Minimum Improvements on the real estate which is legally described as follows:

That part of Lot 1, AUDITOR'S SUBDIVISION NO. 30, Anoka County, Minnesota, described as beginning at the Northeast corner of Lot 2 of said AUDITOR'S SUBDIVISION NO. 30; thence Southeasterly along the Southeasterly extension of the Northeasterly line of said Lot 2 for a distance of 16.40 feet, more or less, to intersect the West line of the East 946 feet of said Lot 1, as measured along the North line of said Lot 1, also being the North line of the Northeast Quarter of Section 34, Township 32, Range 25, Anoka County, Minnesota; thence North along said West line of the East 946 feet of Lot 1 for a distance of 250 feet; thence West at right angles a distance of 200 feet; thence South at right angles a distance of 160.4 feet, more or less to intersect said Northeasterly line of Lot 2; thence Southeasterly along said Northeasterly line of Lot 2 to the point of beginning. Containing 0.94 acres, more or less.

AND

That part of Lot 1, AUDITOR'S SUBDIVISION NO. 30, Anoka County, Minnesota, described as commencing at the Northeast corner of Lot 2, said AUDITOR'S SUBDIVISION NO. 30; thence Southeasterly along the Southeasterly extension of the Northeasterly line of said Lot 2 for a distance of 16.40 feet, more or less, to intersect the West line of the East 946 feet of said Lot 1, as measured along the North line of said Lot 1, also being the North line of the Northeast Quarter, Section 34, Township 32, Range 25, Anoka County, Minnesota; thence North along said West line of the East 946 feet of Lot 1 for a distance of 250 feet to the actual point of beginning of the tract to be hereby described; thence West at right angles a distance of 200 feet; thence North at right angles a distance of 78.25 feet, more or less, to intersect the South line of the North 250 feet of said Lot 1, as measured parallel with the East line of said Northeast Quarter of Section 34; thence East along said South line of the North 250 feet a distance of 200 feet to intersect said West line of the East 946 feet of Lot 1; thence South along said West line of the East 946 feet a distance of 76.78 feet, more or less to the point of beginning. Containing 0.35 acres, more or less.

(the "Development Property") in accordance with the Construction Plans, and is released and forever discharged from its obligations under the above referenced Article III of the Agreement.



Record ID 1568067

1976174.002

CONTRACT FOR PRIVATE DEVELOPMENT

BETWEEN

2

THE CITY OF RAMSEY, MINNESOTA

AND

**MARTIN LAND MANAGEMENT, L.L.C., A MINNESOTA LIMITED
LIABILITY COMPANY**

Dated: April 26, 2005

REGISTERED ABSTRACTERS, INC.
2115 3rd AVENUE NORTH
ANOKA, MN 55303

This Instrument Drafted by:

City of Ramsey
15153 Nowthen Boulevard Northwest
Ramsey, MN 55303

705-05229

Reviewed by:

Randall, Dehn & Goodrich
2140 4th Avenue North
Anoka, MN 55303

THIS AGREEMENT, made and entered as of this 26th day of April, 2005, by and between the **City of Ramsey**, a Minnesota municipal corporation, having its principal office at 15153 Nowthen Boulevard Northwest, Ramsey, Minnesota (the "City"), and **Martin Land Management, L.L.C., a Minnesota Limited Liability Company**, having its principal office at 2070 204th Lane NW, Cedar, MN 55011 (the "Developer").

WITNESSETH:

WHEREAS, the City has created and established Development District No. 1 ("District") and Tax Increment Financing District No. 2 ("TIF District") pursuant to the authority granted in Minnesota Statutes, Sections 469.124 through 469.134 and Sections 469.174 through 469.179; (collectively, "the Acts"); and

WHEREAS, pursuant to the Acts, the City has adopted a Development District Program ("Program") and a Tax Increment Financing Plan ("TIF Plan") to finance all or a portion of the public development costs of the District; and

WHEREAS, in order to achieve the objectives of the Program and TIF Plan as hereinafter defined and particularly to make land in the District available for development by private enterprise for and in accordance with the Program, the City has determined to provide substantial aid and assistance through the sale of bonds and other obligations to finance public development costs in the District; and

WHEREAS, the Developer has proposed a development as hereinafter defined within the District which the City has determined will promote and carry out the objectives for which development in the District has been undertaken, will assist in carrying out the obligations of the Program and TIF Plan, will be in the vital best interests of the City, and the health, safety, morals and welfare of its residents, and is in accord with the public purposes and provisions of the applicable state and local laws and requirements under which development in the District has been undertaken and is being assisted; and

WHEREAS, the City intends to construct certain improvements listed in its capital improvement program including, but not limited to, additional wells and water towers, using the increments generated by the projects constructed in the Tax Increment Financing Districts; and

WHEREAS, the City intends to provide an inducement to Developer to acquire title to the Development Property and to cause the initiation of construction of a combined office/manufacturing/warehouse facility; and

WHEREAS, the requirements of the Business Subsidy Act, Minnesota Statutes, Section 116J.993 through 116J.995, apply to this Agreement (the "Business Subsidy Act"); and

WHEREAS, the City has adopted criteria for awarding business subsidies that comply with the Business Subsidy Act, after a public hearing for which notice was published; and

WHEREAS, the Council has approved this Agreement as a subsidy agreement under the Business Subsidy Act.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the City and the Developer, each party does hereby represent, covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS, EXHIBITS, RULES OF INTERPRETATION

Section 1.1. Definitions. In this Agreement, the following terms have the following respective meanings unless the context hereof clearly requires otherwise:

- (a) Benefit Date. The date of the building permit issued by the city for the redevelopment of the property.
- (b) Certificate of Completion. A certificate in the form of **Exhibit E** to this agreement to be issued by the City to the Developer upon substantial completion of the Minimum Improvements.
- (c) City. The City of Ramsey, Anoka County, Minnesota.
- (d) Closing Date. May 31, 2005 or such earlier date on which the parties may agree.
- (e) Construction Plans. Collectively, the plans, drawings, and related documents described in **Exhibit B** to this agreement.
- (f) Council. The City Council of the City of Ramsey.
- (g) Developer. **Martin Land Management, L.L.C., a Minnesota Limited Liability Company**.
- (h) Development Property. The property legally described in **Exhibit A** hereto.
- (i) Development District ("District"). Development District No. 1, created by the City pursuant to M.S. § 469.124 through § 469.134 and described in the Program adopted therefore.
- (j) Development District Program ("Program"). The plan for development of the District adopted by the City pursuant to M.S. §469.124 through §469.134.
- (k) Holder. The owner of a Mortgage.
- (l) Market Value. The market value of the Development Property and the Minimum Improvements as determined by the County Assessor in accordance with M.S. §273.11 (or as finally adjusted by an assessor, board of equalization, commissioner of revenue, or any court).

- (m) Maturity Date. The earlier of (i) December 31, 2012 and (ii) the date all financial assistance provided by the City described in Section 2.2(i) has been recovered from Tax Increments generated by the Development Property.
- (n) Minimum Improvements. The office/warehouse facility to be constructed by Developer in accordance with the Construction Plans.
- (o) Minimum Market Value. The **MINIMUM MARKET VALUE** for the Development Property as set forth in Section 6.1 hereof.
- (p) Mortgage. The mortgage references in Article VII of this Agreement and any other instrument creating an encumbrance or lien upon the Development Property or any part thereof, as security for a loan.
- (q) Net Tax Increment. The remaining increment after the subtraction of County and reasonable City Administrative Charges, Fiscal Disparities Contributions, State General Tax, Original Tax Capacity and all other charges required by the Acts.
- (r) Project. The initial construction of the Minimum Improvements having a Minimum Market Value of **Six Hundred Forty-Seven Thousand Dollars and 00/100's (\$647,000)**.
- (s) Public Improvements. Collectively, the public improvements to be constructed by the City and described in Article IV.
- (t) Site Improvement Plans. Collectively, the plans, drawings and related documents described in **Exhibit C** of this agreement.
- (u) Tax Increment. The tax increments derived from the Development Property which have been received by the City in accordance with the provisions of Minnesota Statutes, Section 469.177.
- (v) Tax Increment Bonds ("TIF Bonds"). The general obligation tax increment bonds issued by the City to finance the Public Improvements on the Development Property and related costs: The term also includes any bonds or obligations issued to refund any TIF Bonds.
- (w) Tax Increment Financing District ("TIF District"). TIF District No. 2 created by the City pursuant to M.S. § 469.174 through § 469.179 and described in the TIF Plan adopted therefore.
- (x) Tax Increment Financing Plan ("Plan"). The plan for development of the TIF District adopted by the City pursuant to M.S. §469.174 through §469.179.
- (y) Unavoidable Delays. Delays beyond the reasonable control of the party seeking to be excused as a result thereof, which are the direct result of strikes, other labor troubles, civil disorder, failure or interruption of power, condemnation, riots, insurrections, war, fuel shortages, acts of God, fire or other casualty to the

Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, state or local governmental unit (other than the City in exercising its rights under this Agreement) which directly result in delays.

- (z) Other Terms. Terms defined in other sections of this agreement have the meanings given them.

Section 1.2. Exhibits. The following Exhibits are attached to and, by reference, made a part of this Agreement:

- A. Legal Description of Development Property
- B. Construction Plans
- C. Development Permit
- D. Assessment Agreement and Certification of County Assessor
- E. Form of Certificate of Completion
- F. Lien Agreement
- G. Agreement to Pay Deficiencies

Section 1.3. Rules of Interpretation.

- (a) This Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota.
- (b) The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision, refer to this Agreement as a whole rather than any particular section or subdivision hereof.
- (c) References herein to any particular section or subdivision hereof are to the section or subdivision of this Agreement as originally executed.
- (d) Any titles of the several parts, articles, and sections of this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of its provisions.

ARTICLE II

REPRESENTATION AND UNDERTAKINGS

Section 2.1. By the Developer. The Developer makes the following representations and undertakings:

- (a) The Developer has the legal authority and power to enter into this Agreement and is duly organized and existing general partnership under the laws of the State of Minnesota.
- (b) The Developer will construct the Minimum Improvements in accordance with the terms of this Agreement, the Program, the TIF Plan, and all local, state and federal laws and regulations.
- (c) Upon completion of the Minimum Improvements, the Developer shall operate and maintain, or cause to be operated and maintained, the Minimum Improvements until the Maturity Date.
- (d) That Minimum Improvements will be permitted uses under City ordinance, and will be constructed in conformity with the Program and TIF Plan, and will be constructed by the Developer together with land at a minimum market value of at least Six Hundred Forty Seven Thousand and 00/100's Dollars (\$647,000.00).
- (e) The Developer has received no notice or communication from any local, state or federal official that the activities of the Developer or the City in the Development District may be, or will be, in violation of any environmental law or regulation (other than those notices or communications of which the City is aware). The Developer is aware of no facts, the existence of, which would cause it to be in violation of or give any person a valid claim under any local, state or federal environmental law, regulation or review procedure.
- (f) Subject to Unavoidable Delays, the Developer will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.
- (g) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of, or compliance with, the terms and conditions of this Agreement, is prevented, limited by, or conflicts with, or results in a breach of the terms, conditions, or provisions of any partnership restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which the Developer is bound, or constitutes a default under any of the foregoing.

- (h) The Developer will cooperate with the City with respect to any litigation, other than litigation in which the City and the Developer are adverse parties, commenced with respect to the TIF Plan, the Program, or Minimum Improvements.
- (i) Business Subsidies Act.
- (i) In order to satisfy the provisions of Minnesota Statutes, Sections 116J.993 to 116J.995 (the Business Subsidies Act), the Developer acknowledges and agrees that the amount of the Business Subsidy granted by the City to the Developer under this Agreement is Seventy Four Hundred Thousand and 00/100's Dollars (\$74,000) which is an amount equal to the financial assistance provided by the City that includes the Development Property, public improvements, and capitalized interest. The Developer further acknowledges that the Business Subsidy is needed because the Project is not sufficiently feasible for the Developer to undertake without the Business Subsidy. The Tax Increment District is an economic development district and the public purpose of the Business Subsidy is to encourage the redevelopment of the Development Property in the City. The Developer agrees that it will meet the following goals (the "Goals"): It will create at least four (4) full time jobs in connection with the operation and maintenance of the Minimum Improvements at an hourly wage of at least \$14.00 per hour within two years from the Benefit Date, which is the date of the building permit issued by the city for the construction of the Minimum Improvements.
- (ii) If the Goals are not met, the Developer agrees to repay all or a part of the Business Subsidy to the City, plus interest ("Interest") set at the implicit price deflator defined in Minnesota Statutes, Section 275.70, Subdivision 2, accruing from and after the Benefit Date, compounded semiannually. If the Goals are met in part, the Developer will repay a portion of the Business Subsidy (plus Interest) determined by multiplying the Business Subsidy by a fraction, the numerator of which is the number of jobs in the Goals which were not created at the wage level set forth above and the denominator of which is four (4) (i.e. number of jobs set forth in the Goals). The Developer agrees to continue its operations consisting of the Minimum Improvements on the Development Property for at least five years after the Benefit Date.
- (iii) The Developer agrees to (i) report its progress on achieving the Goals to the City until the Goals are met, or the Business Subsidy is repaid, whichever occurs earlier, (ii) include in the report the information required in Subdivision 7 of the Jobs Act on forms developed by the Minnesota Department of Employment and Economic Development, and (iii) send completed reports to the City. The Developer agrees to file these reports with the City no later than January 1 of each year commencing January 1, 2005, and within 30 days after the deadline for meeting the Goals. The City agrees that if it does not receive the reports, it will mail the Developer

a warning within one week of the required filing date. If within 14 days of the post marked date of the warning the reports are not made, the Developer agrees to pay to the City a penalty of \$100 for each subsequent day until the report is filed up to a maximum of \$3,000.

- (iv) The Developer agrees to continue operations consisting of the Minimum Improvements on the Development Property for at least five (5) years after the Benefit Date. With the exception of financing provided by SBA or the Department of Employment and Economic Development (DEED), there are no other state or local government agencies providing financial assistance for the Project other than the City.
- (v) There is no parent corporation or other entity of the Developer.
- (j) The Developer shall pay to the City all of its legal and administrative expenses that are incurred by the City in association with the project within 15 days of a written notice by the City indicating the legal and administrative expenses that are currently due and owing in an amount not to exceed \$5,000.00.
- (k) Until the Maturity Date the Developer shall operate the Minimum Improvements as a manufacturing or warehousing, storage and distribution facility.

Section 2.2. By the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

- (a) The City is authorized by law to enter into this Agreement and to carry out its obligations hereunder.
- (b) The City has found that the TIF District is an "redevelopment tax increment financing district," pursuant to M.S. § 469.174.
- (c) The City will, in a timely manner, subject to all notification requirements, review and act upon all submittals and applications of the Developer, and will cooperate with the efforts of the Developer to secure the granting of any permit, license, or other approval required, to allow the construction of the Minimum Improvements; provided, however, that nothing contained in this subparagraph shall be construed to limit in any way the reasonable and legitimate exercise of the City's discretion in considering any submittal or application.
- (d) The activities of the City are undertaken for the purpose of fostering the redevelopment of certain real property which, for a variety of reasons, is presently unutilized and underutilized and for the purpose of promoting economic development and the creation of employment opportunities.
- (e) The City will cooperate with the Developer with respect to any litigation, other than litigation in which the City and the Developer are adverse parties, commenced with respect to the TIF Plan, Program, or Minimum Improvements.

- (f) The Development Property is properly zoned for the developer's intended use and the Minimum Improvements contemplated by the Construction Plans are in conformity with the Program and TIF Plan.
- (g) The City has received no notice or communication from any local, state or federal official that the activities of the Developer or the City in the Development District may be, or will be, in violation of any environmental law or regulation (other than those notices or communications of which the Developer is aware). The City is aware of no facts, the existence of, which would cause it to be in violation of, or give any person a valid claim, under any local, state or federal environmental law, regulation or review procedure.
- (h) The City will provide the Financial Assistance to the Developer determined as follows:

Value of Development Property	\$113,256
TIF Assistance (the "Financial Assistance")	<u>\$74,000</u>
Net Development Property Cost for Developer	\$39,256

Section 2.3 Title. City, at City's expense, shall promptly obtain and deliver to Developer a commitment for an owner's title insurance policy (ALTA Owner's Form Policy 1992) issued by a title insurance company acceptable to Developer ("Title Company"), naming Developer as the proposed owner-insured of the Development Property in the amount of \$113,256 (the "Commitment"), together with copies of all documents referred to in the Commitment. The Commitment shall commit to insure fee title in Developer, free and clear of all mechanic's lien claims, questions of survey, unrecorded interests, rights of parties in possession, or other exceptions. The City shall be obligated to deliver only those abstracts of title which are in its possession.

Developer will be allowed ten (10) business days after receipt of the Commitment, the copies of the documents referred to in the Commitment for examination thereof, and for making any objections to the marketability of the title to the Development Property, said objections to be made by written notice or to be deemed waived. Developer need not object to mortgages or other monetary liens. If any objections are so made to the marketability of the title to the Development Property, City shall immediately commence and diligently endeavor to complete all actions necessary to cure the objections, including, but not limited to, the institution of "quick take" eminent domain proceedings, and shall be allowed until the Closing Date to cure such objections and make the title to the Development Property good and marketable of record in City and to obtain and deliver to Developer appropriate endorsements to the Commitment. If not sooner satisfied, City shall satisfy any mortgages or other monetary liens against the Development Property at the closing. If the title to the Development Property, as evidenced by the Commitment together with any updating of the Commitment, is not made good and marketable of record in City on the Closing Date, Developer, at its option, may terminate this Agreement by giving written notice to City in which event this Agreement shall become null and void, and neither party shall have any further rights, obligations, or liability hereunder.

Section 2.4 Inspection. Developer, its agents and designees, are hereby granted the right, at all reasonable times, to enter upon and inspect, analyze, and test the Development Property and its various components for all reasonable purposes, including, but not limited to, investigations for the presence of asbestos, PCBs and other hazardous substances, hazardous wastes, pollutants, or contaminants on the Development Property. Developer shall pay for the cost of all investigations of the Development Property which are ordered by Developer. Developer hereby agrees to indemnify and hold City harmless from any claims, damage, costs, and liability including, without limitation, reasonable attorney's fees, resulting from the entering upon the Development Property or the performing of any of the analyses, tests, or inspections referred to in this Paragraph; however, nothing contained herein shall be deemed to require Developer to indemnify or hold City harmless from any liability for any environmental remediation which based upon Developer's tests or inspections, may be determined to be necessary, pursuant to applicable law or regulation. The provisions of this Paragraph shall survive the closing or termination of this Agreement.

Section 2.5 Environmental Audit. The Developer will obtain at its expense the Phase I Environmental Assessment Report of the Development Property if the Developer's lender requires the same.

Section 2.6 Obligations on Closing Date. At the closing, City shall execute, where appropriate, and deliver to Developer:

- a. A warranty deed ("Deed"), properly executed on behalf of City in recordable form, with all applicable real property transfer taxes paid and stamps, if any, affixed thereto, conveying the Development Property to Developer. The Deed shall contain the following statement: "The City certifies that the City does not know of any wells on the described Development Property" unless City delivers a well certificate described in Subparagraph (e) hereof.
- b. All certificates, instruments, and other documents necessary to permit the recording of the Deed.
- c. A policy of title insurance issued pursuant to the Commitment, subject to no exceptions other than those accepted by Developer pursuant to Section 2.3 hereof together with the abstracts of title to any portion of the Development Property which is abstract property and the owners' duplicate certificate of title to any portion of the Development Property which is registered property; provided, however, Developer shall pay the premium for the policy of title insurance.
- d. A standard Seller's Affidavit with respect to judgments, bankruptcies, tax liens, mechanics liens', parties in possession, unrecorded interests, encroachment or boundary line questions, and related matters, properly executed on behalf of City.
- e. Any well certificate required by M.S. §103L.235.
- f. The Assessment Agreement.
- g. The Lien Agreement.

- h. The Agreement to Pay Deficiencies.
- i. If requested, a subordination agreement, subordinating the Lien Agreement to a First Mortgage granted against the Development Property by Developer.
- j. The Development Permit in the form attached.

At the closing, Developer shall execute, where appropriate, and deliver to the City:

- a. The Development Permit in the form attached.
- b. The Assessment Agreement.
- c. The Lien Agreement.
- d. The Agreement to Pay Deficiencies

Section 2.7 Real Estate Taxes, Special Assessments, Utility Bills. Real estate taxes due and payable in all years prior to that in which closing occurs, including any amounts otherwise payable in such years which may have been deferred pursuant to the Minnesota Statutes or other applicable law, shall be paid by City. Real estate taxes due and payable in the year in which closing occurs, shall be pro-rated as of the Closing Date based upon the parties' respective periods of ownership of the Development Property in the calendar year of closing.

On or prior to the Closing Date, City shall pay all special assessments, whether or not then due, then levied against the Development Property or pending for improvements with respect to which, as of the date of this Agreement, the letting of contracts has been duly authorized by appropriate governmental action.

Section 2.8 Possession. City shall deliver possession of the Development Property to Developer on the Closing Date.

Section 2.9 Developer's Contingencies. Developer's obligation to close under this Agreement is expressly conditioned upon each of the following contingencies being satisfied or waived on or before the closing date:

- a. The Environmental Audit and Developer's inspections and investigations of the Development Property shall have disclosed no unsatisfactory conditions or defects, including no unsatisfactory environmental conditions.
- b. Developer having determined that the Development Property is physically suitable (including but not limited to, the elevation and soil conditions), for the construction thereon of the Minimum Improvements.
- c. Developer having determined that it will be able to obtain financing and the City having approved financing which, together with Developer's equity, is sufficient for the Construction of the Minimum Improvements.

All of the foregoing contingencies are for Developer's sole benefit. Whether or not the foregoing contingencies have been satisfied shall be determined by Developer in the exercise of its sole and absolute discretion. In the event that any of the foregoing contingencies are not satisfied, or satisfaction thereof is not waived by Developer giving written notice to City of said waiver on or before June 30, 2005 the Contingency Expiration Date, Developer may, at its option, terminate this Agreement by giving written notice to City on or before the Contingency Expiration Date. If Developer so terminates this Agreement, neither party shall have any further rights, obligations or liability under this Agreement.

ARTICLE III

CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements.

- (a) The Developer agrees that it will construct the Minimum Improvements on the Development Property in accordance with the Construction Plans and the terms of this Agreement and, at all times prior to the Maturity Date, will cause the Minimum Improvements to be maintained in good repair and condition.
- (b) Site Plan. City and Developer acknowledge and agree that the Site Plan for the Development Property attached hereto as Exhibit C will be subject to modification and revision, and that modifications and revisions to the Site Plan are permitted, provided that the modifications and revisions do not substantially alter the nature of the Minimum Improvements and provided further that the modifications and revisions comply with the applicable City ordinances

Section 3.2. Building Plans. No building permits shall be issued unless the plans are in conformity with the Construction Plans, the Program, the TIF Plan, this Agreement, and all local, state and federal regulations. The City shall, within ten (10) business days of receipt of building plans for the Minimum Improvements, review such plans to determine whether the requirements have been met. If the City determines such plans to be deficient, it shall notify the Developer, in writing, stating the deficiencies and the steps necessary for correction. Issuance of a building permit for the Minimum Improvements by the City shall be a conclusive determination that the building plans for the respective Minimum Improvements have been approved and shall satisfy these provisions.

Section 3.3. Commencement and Completion of Construction.

- (a) Subject to Unavoidable Delays, the Developer shall commence construction of the Minimum Improvements by June 30, 2005, and shall substantially complete such construction by December 31, 2005.
- (b) The Developer agrees for itself, its successors and assigns, that it shall promptly begin, and diligently prosecute to completion, the construction of the Minimum Improvements, and that such construction shall in any event be commenced and completed within the period specified in this Section 3.3. Periodically during construction, but at intervals of not less than monthly, the Developer must make reports in such detail as may reasonably be requested by the City about the actual progress of construction.

Section 3.4. Certificate of Completion.

- (a) Promptly after substantial completion of the Minimum Improvements, in accordance with those provisions this Agreement, the City will furnish the Developer with a Certificate of Completion as described in **Exhibit E** hereto. Issuance of the Certificate of Completion by the City shall be a conclusive

determination of satisfaction and termination of the agreements and covenants in the Agreement with respect to the obligations of the Developer, and its successors and assigns, to construct the Minimum Improvements, and the dates for the beginning and completion thereof. Issuance of the Certificate of Completion and such determination shall not constitute evidence of compliance with, or satisfaction of, any obligation of the Developer to any Holder of a Mortgage, or any insurer of a Mortgage, securing money loaned to finance the Minimum Improvements, or any part thereof of the the Financial Assitance.

- (b) The Certificate of Completion shall be in such form as will enable it to be recorded in the Anoka County Recorder's Office. If the City refuses or fails to provide any Certificate of Completion in accordance with the provisions of this Section, the City shall, within fifteen (15) days after written request by Developer, provide the Developer with a written statement, indicating, in adequate detail, in what respects the City believes that the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or acts will be necessary, for the Developer to take or perform in order to obtain a Certificate of Completion.
- (c) The construction of the Minimum Improvements shall be deemed to be substantially completed when the Developer has received a Certificate of Occupancy from the City. The City will not arbitrarily or unreasonably withhold or delay issuance of a Certificate of Occupancy for the Minimum Improvements upon request for its issuance.

ARTICLE IV

CONSTRUCTION OF PUBLIC IMPROVEMENTS

Section 4.1. Construction of Public Improvements. The City has constructed, or is about to construct, the following public improvements in accordance with the plans and specification prepared by the City Engineer

- (a) Azurite Street to serve the Development Property

Extension of city services to the Development Property in accordance with plans and specifications prepared by the City Engineer, which city services are municipal sanitary sewer, water and storm sewer;(the "Public Improvements").

The City shall retain a lien pursuant to the Lien Agreement on the Development Property in the amount of Seventy Four Thousand and 00/100 Dollars (\$74,000.00) until completion of the Minimum Improvements by the Developer, which amount represents the Financial Assistance. The Lien Agreement shall be substantially in the form attached as **Exhibit F**. The City's lien shall at all times be subordinate to any first and second mortgage granted by the Developer to finance the construction of the Minimum Improvements. The City will execute any agreements reasonably requested by the Developer and/or Holders of any first or second mortgage to evidence such subordination, except that the City is not obligated to subordinate the Assessment Agreement to any Mortgage encumbering the Development Property.

ARTICLE V

INSURANCE AND CONDEMNATION

Section 5.1. Insurance During Construction.

- (a) The Developer will provide and maintain, at its expense, at all times during the process of construction of the Minimum Improvements, an All Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the City, furnish the City with proof of payment of premiums on policies covering the following:
- (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy. The interest of the City shall be protected in accordance with a clause in form and content satisfactory to the City.
 - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's/Contractor's Policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence. (To accomplish the above-required limits, an umbrella excess liability policy may be used).
 - (iii) Workers' compensation insurance, with statutory coverage.

Section 5.2. Insurance After Completion.

- (a) Upon completion of the construction of the Minimum Improvements and prior to the Maturity Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time, at the request of the City, shall furnish proof of the payment of premiums on insurance as follows:
- (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering fire and such other risks as are ordinarily insured against by similar businesses under policies of casualty insurance.
 - (ii) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons, property, or both, in, on or about the Development Property in the minimum amount for each occurrence and for each year, of \$ 1,000,000, and shall be endorsed to show the City as additional insured.

- (iii) Such other insurance, including workers' compensation insurance representing all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure, provided that the Developers may be self-insured with respect to all or any part of its liability for workers' compensation.
- (b) All insurance required in Article V of this Agreement shall be taken out and maintained in responsible insurance companies, selected by the Developer, which are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Developer will deposit annually, with the City, policies evidencing all such insurance, or a certificate or certificates, or binders of the respective insurers, stating that such insurance is in force and effect. Unless otherwise provided in Article V of this Agreement, each policy shall contain a provision that the insurer shall not cancel, nor modify, it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policy, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.
- (c) The Developer agrees to notify the City immediately in the case of damage exceeding \$100,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty occurring prior to the Maturity Date. In such event, the Developer either will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the net proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof, or pay the City the unpaid balance of the financial assistance as set forth in Section 2.2 not received from Tax Increment.

The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the net proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any net proceeds remaining after completion of such repairs, construction and restoration shall be the property of the Developer.
- (d) The Developer and the City agree that all of the insurance provisions set forth in this Article V shall terminate upon the Maturity Date.

ARTICLE VI

TAX INCREMENT

Section 6.1. Assessment Agreement. The City and the Developer shall execute the Assessment Agreement and Certification of County Assessor contained in **Exhibit D** of this Agreement. The City shall then present the Assessment Agreement to the county assessor for certification. The county assessor shall assign a market value to the Development Property that shall not be less than Six Hundred Forty Seven Thousand and 00/100's Dollars (\$647,000.00). The Market Value so established may, in the discretion of the assessor, exceed the Minimum Market Value.

Section 6.2. Review of Taxes. Except as otherwise provided in this Agreement, the Developer shall pay all real property taxes and special assessments assessed against the Development Property. The Developer agrees that prior to the Maturity Date:

- (a) It will not seek administrative review or judicial review of the applicability of any property tax statute determined by any tax official to be applicable to the Development Property or the Developer, or raise the applicability of any such tax statute as a defense in any proceedings including delinquent tax proceedings.
- (b) It will not seek administrative review or judicial review of the constitutionality of any such tax statute determined by any tax official to be applicable to the Development Property or to the Developer, or raise the unconstitutionality of such tax statute as a defense in any proceedings, including delinquent proceedings.
- (c) It will not request the assessor to reduce the assessed market value or tax capacity of all or any portion of the Development Property.
- (d) It will not petition the board of equalization of the City or the board of equalization of the county to reduce the assessed market value or tax capacity of all or any portion of the Development Property.
- (e) It will not petition the board of equalization or commissioner of revenue of Minnesota to reduce the assessed market value or tax capacity of all or any portion of the Development Property.
- (f) It will not commence an action in a district court or the tax court of the state pursuant to Minnesota Statutes, Chapter 278, seeking a reduction in the assessed market value or tax capacity of the Development Property.
- (g) It will not make an application to the Minnesota commissioner of revenue requesting an abatement of real property taxes pursuant to Minnesota Statutes, Chapter 270.

- (h) It will not commence any other proceedings, whether administrative, legal or equitable, with any administrative body within the City, county, or the state, or with any court of the state or the federal government with regard to the Minimum Market Value contained in the Assessment Agreement. The Developer shall not, prior to the Maturity Date, apply for a deferral of property tax on the Development Property.

Nothing contained herein shall be deemed to limit the right or opportunity of the Developer to challenge through any of the means set forth above, or otherwise, that part of any valuation or the market value which is in excess of the stipulated value contained in the Assessment Agreement; provided, however, that the Developer may not institute or prosecute any challenge to the excess which, if successful, would also result in a reduction of the assessment below the stipulated value. Further, nothing contained herein shall be deemed to limit the right or opportunity of the Developer to challenge through any of the means set forth above, or otherwise, the tax capacity of the Development Property; provided, however, that Developer may not institute or prosecute any such challenge for any year to the extent that, if successful, such challenge would cause the Net Tax Increment generated by the Development Property for such year to be less than Six Thousand Seven Hundred and 00/100's Dollars (\$6,700.00).

Section 6.3. Agreement to Pay Deficiencies. The Developer and the City shall execute the Agreement to Pay Deficiencies contained in this Agreement as **Exhibit G**.

Section 6.4. Right to Collect Delinquent Taxes. The Developer acknowledges that the City is providing substantial aid and assistance in furtherance of the Project through tax increment financing. The Developer understands that the increment will be used to reimburse the City for the Financial Assistance and, therefore, the real estate taxes must be promptly and timely paid. To that end, the Developer agrees for itself, its successors and assigns, in addition to the obligation pursuant to statute to pay real estate taxes, that it is also obligated by reason of this Agreement to pay before delinquency all real estate taxes due and payable with respect to the Development Property prior to the Maturity Date based upon the Minimum Market Value as stipulated in the Assessment Agreement. The Developer acknowledges that this obligation creates a contractual right on behalf of the City to sue the Developer or its successors and assigns to collect such delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor.

ARTICLE VII

MORTGAGE FINANCING

Section 7.1. Financing.

- (a) On or before the Closing Date, the Developer shall submit, to the City, evidence of one or more commitments for financing which, together with committed equity for such construction, is sufficient for the construction of the Minimum Improvements. If the Developer in its discretion is not satisfied with the terms of the commitments for financing, or has not negotiated commitments acceptable to the Developer, then the Developer shall have the right to extend the Closing Date up to sixty (60) days, in which event the date of completion under Section 3.3 shall be extended by an equal amount of time. Such commitments may be submitted as short term financing, long term mortgage financing, a bridge loan with a long term take-out financing commitment, or any combination of the foregoing. Such commitment or commitments for short term or long term financing shall be subject only to such conditions as are normal and customary in the banking industry.
- (b) If the City finds that the financing is sufficiently committed and adequate in amount to provide for the construction of the Minimum Improvements, then the City shall notify the Developer, in writing, of its approval. Such approval shall not be unreasonably withheld and either approval or rejection shall be given within 10 days from the date when the City is provided the evidence of financing. A failure by the City to respond to such evidence of financing shall be deemed to constitute an approval hereunder. If the City rejects the evidence of financing as inadequate, it shall do so, in writing, specifying the basis for the rejection. In any event, the Developer shall submit adequate evidence of financing within 30 days after such rejection.

Section 7.2. City's Option to Cure Default on Mortgage. In the event that there occurs a default under any Mortgage authorized pursuant to this Article VII, the Developer shall cause the City to receive copies of any notice of default received by it from the holder of such Mortgage. Thereafter, the City shall have the right, but not the obligation, to cure any such default on behalf of the Developer within such cure periods as are available to the Developer under the Mortgage documents.

ARTICLE VIII

PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 8.1. Representation as to Development. The Developer represents and agrees that its undertakings, pursuant to this Agreement, are for the purpose of development of the Development Property and not for speculation in landholding. The Developer further recognizes that, in view of:

- (a) The importance of the development of the Development Property to the general welfare of the City; and
- (b) The substantial financing and other public assistance that have been made available by the City for the purpose of making the Minimum Improvements possible, the qualifications and identity of the Developer are of particular concern to the City.

The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement, and, in so doing, is further willing to rely on the representations and undertakings of the Developer for the faithful performance of all undertakings and covenants agreed by Developer to be performed.

Section 8.2. Prohibition Against Transfer of Property and Assignment of Agreement. For the reasons set out in Section 8.1. of this Agreement, the Developer represents and agrees that, prior to the issuance of the Certificate of Completion:

- (a) Except only by way of security for, and only for the purpose of obtaining financing necessary to enable the Developer or any successor in interest to the Development Property, or any part thereof, to perform its obligations under this Agreement, and any other purpose authorized by this Agreement, the Developer, except as so authorized, has not made or created, and will not make or create, or suffer to be made or created, any total or partial sale, assignment, conveyance, or any trust or power, or transfer in any other form of, or with respect to this Agreement, or the Development Property, or any part thereof, any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City; and
- (b) The City shall be entitled to require, except as otherwise provided in this Agreement, conditions to any such approval under this Section 8.2. that:
 - (i) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer, or in the event the transfer is of, or relates to, the Development Property, such obligations to the extent that they relate to such part.

- (ii) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records shall, for itself and its successors and assigns, and specifically for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to such obligations, restrictions and conditions or, in the event the transfer is, of, or relates to, part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part; provided, that the fact that any transferee of, or any other successor in, interest whatsoever to, the Development Property or any part thereof, shall, for whatever reason, not have assumed such obligations or agreed to do so, shall not, unless and only to the extent otherwise specifically provided in the Agreement or agreed to in writing by the City, relieve or except such transferee or successor from such obligations, conditions, or restrictions, or deprive or limit the City of, or with respect to, any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements; it being the intent of this Section, together with other provisions of this Agreement, that to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in the Agreement, no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however, consummated or occurring, whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of any rights or remedies with respect to the Development Property and the construction of the Minimum Improvements that the City would have had, had there been no such transfer or change.
- (iii) There shall be submitted to the City, for review, all instruments and other legal documents involved in effecting transfers described herein, and if approved by the City, its approval shall be indicated to the Developer in writing.

In the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer from any of its obligations with respect thereto.

- (c) Notwithstanding the limitations set forth in this Article VIII the City approves and consents that Developer may lease the Development Property provided that the Developer retains all obligations of the Developer under this Agreement in the manner set forth in Section 8.2.(b)(ii) herein. Absent specific written agreement by the City to the contrary, such action shall not be deemed to relieve the Developer from any of its obligations under this Agreement.
- (d) No provision of Section 8.2. shall be construed or interpreted to prohibit the Developer from transferring the Development Property and/or Developers rights under this agreement to a partnership or limited liability company in which the Developer is the owner of 51 % or more of the partnership or membership

interests unless the transfers are to family members or related parties for the purpose of estate planning.

Section 8.3. Approvals. Any approval required to be given by the City under Article VIII may be denied in the event that the City reasonably determines that the ability of the Developer to satisfy its obligations required by this Agreement will be materially impaired by the action for which approval is sought.

ARTICLE IX

INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants. The Developer releases from and agrees that the City and governing body members, officers, agents, servants and employees thereof, shall not be liable for, and agrees to indemnify and hold harmless the City and the governing body members, officers, agents, servants and employees thereof against, any loss or damage to property or any injury to or death of any person occurring at, or about, or resulting from any defect in the Minimum Improvements except any loss, damage, injury or death arising from negligence or willful acts of the City, its officers, employees, agents or contractors.

- (a) Except for any negligent or willful misrepresentation or any negligent, willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City and the governing body members, officers, agents, servants and employees thereof, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action, or other proceeding whatsoever, by any person or entity whatsoever arising or purportedly arising from the acquisition, construction, installation, ownership, and operation of the Minimum Improvements by the Developer.
- (b) The City and the governing body members, officers, agents, servants or employees shall not be liable for any damage or injury to the persons or property of the Developer, or its officers, agents, servants or employees, or any other person who may be about the Development Property or Minimum Improvements due to any act of negligence of any person except any loss, damage, injury or death arising from negligence or willful acts of the City, its officers, employees, agents or contractors.
- (c) All covenants, stipulations, promises, agreements and obligations of the City contained herein, shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

ARTICLE X

EVENTS OF DEFAULT

Section 10.1. Events of Default Defined. The following shall be deemed Events of Default under this Agreement and the term shall mean, whenever it is used in this Agreement, unless the context otherwise provides, any one or more of the following events:

- (a) Failure by the Developer to pay, when due, the payments required to be paid or secured under any provision of this Agreement, including the Assessment Agreement, or the Agreement to Pay Deficiencies.
- (b) Failure by the Developer to observe and substantially perform any covenant, condition, obligation or agreement on its part to be observed or performed hereunder, after written notice to the Developer as provided in this Agreement.
- (c) If the Developer shall admit, in writing, its inability to pay its debts, generally, as they become due, or shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Development Property.
- (d) If the Developer shall file a petition under the federal bankruptcy laws.
- (e) If the Developer, on a petition in bankruptcy filed against it, be adjudicated a bankrupt, or a court of competent jurisdiction, shall enter an order of decree appointing, without the consent of the Developer, a receiver of the Developer, or of the whole or substantially all of its property; or approve a petition filed against the Developer seeking reorganization or arrangement of the Developer under the federal bankruptcy laws, and such adjudication, order or decree shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or
- (f) If the Developer is in default under any Mortgage and has not entered into a workout agreement with the Mortgagee.

Section 10.2. Remedies on Default. Whenever any Event of Default occurs, the City may, in addition to any other remedies or rights given the City under this Agreement, but only after the Developer's failure to cure within 30 days of written notice of default (33 days if the notice is delivered by mail), take one or more of the following actions:

- (a) Suspend its performance under this Agreement until it receives assurances from the Developer, deemed reasonably adequate by the City, that the Developer will cure the default and continue its performance under this Agreement.
- (b) Cancel and rescind or terminate this Agreement.
- (c) Withhold the Certificate of Completion; or

- (d) Take whatever action at law or in equity may appear necessary or desirable to the City to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, or now or hereafter, existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right, and power may be exercised from time to time and as often as may be deemed expedient.

In order to entitle the City or the Developer to exercise any remedy reserved to them, it shall not be necessary to give notice, other than such notice as may be required in this Article X.

Section 10.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Remedies on City Default. If the City fails to pay and/or observe and substantially perform any covenant, condition or obligation on its part to be paid, observed or performed hereunder, the Developer may, in addition to any other remedies or rights given the Developer under this Agreement, but only after the City's failure to cure within 30 days of written notice of default (33 days if the notice is delivered by mail), take whatever action at law or in equity may appear necessary or desirable to the Developer to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant of the City under this Agreement.

ARTICLE XI

ADDITIONAL PROVISIONS

Section 11.1. Conflict of Interests. Representatives Not Individually Liable. No City officer who is authorized to take part in any manner in making this Agreement in his or her official capacity shall voluntarily have a personal financial interest in this Agreement or benefit financially therefrom. No member, official, or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

Section 11.2. Agreement Recorded. This Agreement shall run with the Development Property until the Maturity Date and shall be recorded by the City in the office of the Anoka County Recorder.

Section 11.3. Non-Discrimination. During the life of this contract, the provisions of M.S. § 181.59, which relate to civil rights and non-discrimination, and any affirmative action program of the City, shall be considered a part of this Agreement and binding on the Developer as though fully set forth herein.

Section 11.4. Amendment. This Agreement may be amended by the parties hereto only by written instrument executed in accordance with the same procedures and formality followed for the execution of this Agreement.

Section 11.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under this Agreement, by either party to the other shall be sufficiently given or delivered if it is sent by registered or certified mail, postage prepaid, return receipt requested or delivered personally:

(a) As to the City:

City of Ramsey
City Administrator
15153 Nowthen Boulevard Northwest
Ramsey, Minnesota 55303

(b) As to the Developer:

Martin Land Management, L.L.C.
2070 204th Lane NW
Cedar, MN 55011

Either party may, by giving 10 days notice to the other party as provided above, change the place to which notifications are to be sent.

Section 11.7 Waiver. Any party to this Agreement may elect to waive any remedy it may enjoy under this Agreement, provided that no waiver shall be deemed to exist unless the party waiving a right or remedy does so in writing. No waiver shall obligate to a party to waive

any other right or remedy under this Agreement, or shall be deemed to constitute a waiver of other rights and remedies provided the party pursuant to this agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and its seal to be hereunto duly affixed, and the Developer has caused this Agreement to be duly executed as of the day and year first above written.

CITY OF RAMSEY, MINNESOTA

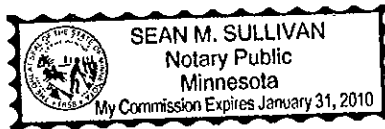
MARTIN LAND MANAGEMENT,
L.L.C., A MINNESOTA LIMITED
LIABILITY COMPANY

By: [Signature]
Its: Mayor

By: [Signature]
Its: Chief Manager

By: [Signature]
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

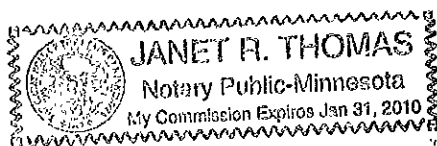


On this 9th day of June, 2005, before me, a Notary Public, personally appeared Thomas G. Gamec and James E. Norman to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and the 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 Thomas G. Gamec and James E. Norman acknowledge said instrument to be the free act and deed of said Municipal Corporation.

[Signature]
Signature of Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 23rd day of June, 2005, by Shawn B. Martin, the Chief Manager of Martin Land Management, L.L.C., a Minnesota Limited Liability Company under the laws of the State of Minnesota on behalf of the Limited Liability Company.



[Signature]
Signature of Notary Public

Legal Description of Development Property

That part of Lot 1, AUDITOR'S SUBDIVISION NO. 30, Anoka County, Minnesota, described as beginning at the Northeast corner of Lot 2 of said AUDITOR'S SUBDIVISION NO. 30; thence Southeasterly along the Southeasterly extension of the Northeasterly line of said Lot 2 for a distance of 16.40 feet, more or less, to intersect the West line of the East 946 feet of said Lot 1, as measured along the North line of said Lot 1, also being the North line of the Northeast Quarter of Section 34, Township 32, Range 25, Anoka County, Minnesota; thence North along said West line of the East 946 feet of Lot 1 for a distance of 250 feet; thence West at right angles a distance of 200 feet; thence South at right angles a distance of 160.4 feet, more or less to intersect said Northeasterly line of Lot 2; thence Southeasterly along said Northeasterly line of Lot 2 to the point of beginning. Containing 0.94 acres, more or less.

AND

That part of Lot 1, AUDITOR'S SUBDIVISION NO. 30, Anoka County, Minnesota, described as commencing at the Northeast corner of Lot 2, said AUDITOR'S SUBDIVISION NO. 30; thence Southeasterly along the Southeasterly extension of the Northeasterly line of said Lot 2 for a distance of 16.40 feet, more or less, to intersect the West line of the East 946 feet of said Lot 1, as measured along the North line of said Lot 1, also being the North line of the Northeast Quarter, Section 34, Township 32, Range 25, Anoka County, Minnesota; thence North along said West line of the East 946 feet of Lot 1 for a distance of 250 feet to the actual point of beginning of the tract to be hereby described; thence West at right angles a distance of 200 feet; thence North at right angles a distance of 78.25 feet, more or less, to intersect the South line of the North 250 feet of said Lot 1, as measured parallel with the East line of said Northeast Quarter of Section 34; thence East along said South line of the North 250 feet a distance of 200 feet to intersect said West line of the East 946 feet of Lot 1; thence South along said West line of the East 946 feet a distance of 76.78 feet, more or less to the point of beginning. Containing 0.35 acres, more or less.

Construction Plans

EXHIBIT C

**CITY OF RAMSEY
DEVELOPMENT PERMIT
MARTIN LAND MANAGEMENT, L.L.C.**

On May 24, 2005, Site Plan approval was granted by the City of Ramsey ("City") to Martin Land Management, LLC ("Permittee"), whose address is 2070 204th Lane NW, Cedar, MN, 55011 to construct a 10,000 square-foot office/warehouse/light manufacturing building ("Structure") on the property legally described as follows:

That part of Lot 1, AUDITOR'S SUBDIVISION NO. 30, Anoka County, Minnesota, described as beginning at the Northeast corner of Lot 2 of said AUDITOR'S SUBDIVISION NO. 30; thence Southeasterly along the Southeasterly extension of the Northeasterly line of said Lot 2 for a distance of 16.40 feet, more or less, to intersect the West line of the East 946 feet of said Lot 1, as measured along the North line of said Lot 1, also being the North line of the Northeast Quarter of Section 34, Township 32, Range 25, Anoka County, Minnesota; thence North along said West line of the East 946 feet of Lot 1 for a distance of 250 feet; thence West at right angles a distance of 200 feet; thence South at right angles a distance of 160.4 feet, more or less to intersect said Northeasterly line of Lot 2; thence Southeasterly along said Northeasterly line of Lot 2 to the point of beginning. Containing 0.94 acres, more or less.

AND

That part of Lot 1, AUDITOR'S SUBDIVISION NO. 30, Anoka County, Minnesota, described as commencing at the Northeast corner of Lot 2, said AUDITOR'S SUBDIVISION NO. 30; thence Southeasterly along the Southeasterly extension of the Northeasterly line of said Lot 2 for a distance of 16.40 feet, more or less, to intersect the West line of the East 946 feet of said Lot 1, as measured along the North line of said Lot 1, also being the North line of the Northeast Quarter, Section 34, Township 32, Range 25, Anoka County, Minnesota; thence North along said West line of the East 946 feet of Lot 1 for a distance of 250 feet to the actual point of beginning of the tract to be hereby described; thence West at right angles a distance of 200 feet; thence North at right angles a distance of 78.25 feet, more or less, to intersect the South line of the North 250 feet of said Lot 1, as measured parallel with the East line of said Northeast Quarter of Section 34; thence East along said South line of the North 250 feet a distance of 200 feet to intersect said West line of the East 946 feet of Lot 1; thence South along said West line of the East 946 feet a distance of 76.78 feet, more or less to the point of beginning. Containing 0.35 acres, more or less.

the ("Site").

This approval is issued pursuant to §9.03.06 of the City Code. The conditions of this approval are as follows:

1. **STRUCTURE.** All building plans must be prepared and certified by a registered engineer or architect.
2. **STATE BUILDING CODE COMPLIANCE.** The structure shall be constructed in accordance with the requirements of the State Building Code.
3. **SITE PLAN COMPLIANCE.** The Structure shall be constructed on the Site as shown on the approved Site Plan prepared by EM Branstrom Associates. (the "Site Plan").
4. **REQUIRED IMPROVEMENTS.** The Permittee shall construct and install the following site improvements on the Site in accordance with the specifications and location as shown on the Site Plan. The Required Improvements are as follows:
 - a. Site grading in accordance with the Grading Plan prepared by Hakanson Anderson and in accordance with City Staff review letter dated April 29, 2005.
 - b. Installation of concrete and bituminous driveways and parking lot.
 - c. Installation of B-6/12 continuous concrete curbing around the perimeter of all concrete and/or bituminous surfaces.
 - d. Establishment of turf and sode in accordance with the Site Plan.
 - e. Installation of landscaping materials in accordance with the Site Plan and in accordance with the City staff review letter dated April 29, 2005.

(the "Required Improvements").

5. **FIRE LANES.** Fire lanes shall be maintained on the Site. The exact location of the fire lanes on the Site shall be as directed by the City's Fire Chief.
6. **LIGHTING.** The site plan indicates there will be no outside lighting on the Site.
7. **BUILDING FACADE.** The Permittee agrees to construct all building faces of the same material as listed on the Building Elevations Plan prepared by EM Branstrom Associates.
8. **STORMWATER MANAGEMENT FEE.** The Stormwater Management Fee shall be due at the closing of the sale of the Development Property to the Permittee.
9. **REQUIREMENTS FOR BUILDING PERMIT.** No building permit for the Site will be issued until the Permittee has: a) signed and returned this Development Permit; and b) provided the City with a copy of the LRRWMO permits. c) the City is in receipt of the Inspection Fee.

No Certificate of Occupancy for the Structure will be issued until the Required Improvements, or a financial surety for same, are accepted by the City.

10. **IMPROVEMENT CONSTRUCTION SCHEDULE.** The Required Improvements shall be constructed and completed before June 1, 2006.

ASSESSMENT AGREEMENT AND
CERTIFICATION OF COUNTY ASSESSOR

THIS AGREEMENT, made and entered into this 26th day of April, 2005, by and between the **City of Ramsey**, a Minnesota municipal corporation, having its principal office at 15153 Nowthen Boulevard Northwest, Ramsey, Minnesota 55303 (the "City"), and **Martin Land Management, L.L.C., a Minnesota Limited Liability Company**, having its principal office at 2070 204th Lane NW, Cedar, MN 55011 (the "Developer").

WITNESSETH:

WHEREAS, the City is administering City Development District No. 1 created pursuant to M.S. § 469.124 through § 469.134; and

WHEREAS, the City is administering Tax Increment Financing District No. 10 created pursuant to M.S. § 469.174 through § 469.179; and

WHEREAS, the parties have entered into a Contract for Private Development (the "Agreement"), dated March 17th, 2005, regarding the development of certain real property located in Development District No. 1 and Tax Increment Financing District No. 2 within the City and legally described as:

That part of Lot 1, AUDITOR'S SUBDIVISION NO. 30, Anoka County, Minnesota, described as beginning at the Northeast corner of Lot 2 of said AUDITOR'S SUBDIVISION NO. 30; thence Southeasterly along the Southeasterly extension of the Northeasterly line of said Lot 2 for a distance of 16.40 feet, more or less, to intersect the West line of the East 946 feet of said Lot 1, as measured along the North line of said Lot 1, also being the North line of the Northeast Quarter of Section 34, Township 32, Range 25, Anoka County, Minnesota; thence North along said West line of the East 946 feet of Lot 1 for a distance of 250 feet; thence West at right angles a distance of 200 feet; thence South at right angles a distance of 160.4 feet, more or less to intersect said Northeasterly line of Lot 2; thence Southeasterly along said Northeasterly line of Lot 2 to the point of beginning. Containing 0.94 acres, more or less.

AND

That part of Lot 1, AUDITOR'S SUBDIVISION NO. 30, Anoka County, Minnesota, described as commencing at the Northeast corner of Lot 2, said AUDITOR'S SUBDIVISION NO. 30; thence Southeasterly along the Southeasterly extension of the Northeasterly line of said Lot 2 for a distance of 16.40 feet, more or less, to intersect the West line of the East 946 feet of said Lot 1, as measured along the North line of said Lot 1, also being the North line of the Northeast Quarter, Section 34, Township 32, Range 25, Anoka County, Minnesota; thence North along said West line of the East 946 feet of Lot 1 for a distance of 250 feet to the actual point of beginning of the tract to be hereby

described; thence West at right angles a distance of 200 feet; thence North at right angles a distance of 78.25 feet, more or less, to intersect the South line of the North 250 feet of said Lot 1, as measured parallel with the East line of said Northeast Quarter of Section 34; thence East along said South line of the North 250 feet a distance of 200 feet to intersect said West line of the East 946 feet of Lot 1; thence South along said West line of the East 946 feet a distance of 76.78 feet, more or less to the point of beginning. Containing 0.35 acres, more or less.

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to the Agreement, the Developer will construct the Minimum Improvements described in the Agreement and shall complete said Minimum Improvements prior to December 31, 2005; and

WHEREAS, the City and the Developer desire to establish minimum market values for the Development Property and the Minimum Improvements to be constructed thereon, pursuant to M.S. § 469.177, Subdivision 8; and

WHEREAS, the county assessor has reviewed the plans and specifications for the Minimum Improvements which will be constructed.

NOW THEREFORE, the parties agree as follows:

1. On January 2, 2006, the Minimum Market Value of the Minimum Improvements and the Development Property (the "Combined Property") shall be Six Hundred Forty Seven Thousand and 00/100's Dollars (\$647,000.00). The Minimum Market Value of the Combined Property will remain in effect for the term of this Agreement as described in paragraph 4 hereof.
2. Nothing in this Agreement shall limit the discretion of the county assessor or any other public official or body having the duty to determine the Market Value of the Combined Property for ad valorem tax purposes to assign to the Combined Property a Market Value in excess of the Minimum Market Value specified in this Agreement.
3. Neither the preambles nor the provisions of this agreement are intended to modify nor shall they be construed as modifying, the terms of the Agreement.
4. This agreement shall remain in effect and inure to the benefit and be binding upon the successors and assigns of the parties through the Maturity Date as described in the Agreement.
5. As provided in M.S. § 469.177, Subdivision 8, nothing contained herein shall be deemed to limit the right or opportunity of the Developer to challenge, through any legal means, that part of any valuation on the market value of the Combined Property, which is in excess of the stipulated Minimum Market Value contained in this agreement, provided, however, that the Developer may not institute or

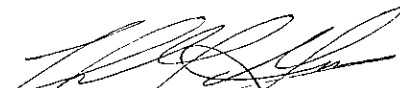
prosecute any challenge to the excess which, if successful, would also result in a reduction of the assessment below the Minimum Market Value.


6. Capitalized terms not otherwise defined herein have the meanings given them in the Agreement.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

CITY OF RAMSEY, MINNESOTA

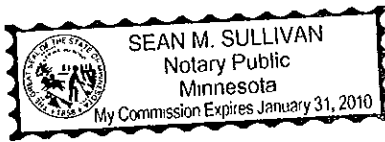
**MARTIN LAND MANAGEMENT,
L.L.C., A MINNESOTA LIMITED
LIABILITY COMPANY**

By: 
Its: Mayor

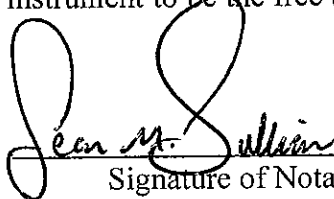
By: 
Its: Chief Manager

By: 
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)



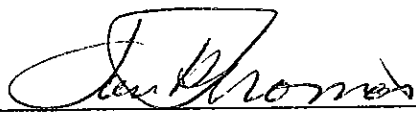
On this 9th day of June, 2005, before me, a Notary Public, personally appeared Thomas G. Gamec and James E. Norman to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and the 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 Thomas G. Gamec and James E. Norman acknowledge said instrument to be the free act and deed of said Municipal Corporation.



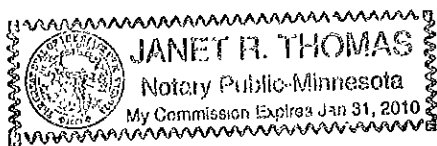
Signature of Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 23rd day of June, 2005, by Shawn B. Martin, the Chief Manager of Martin Land Management, L.L.C., a Minnesota Limited Liability Company under the laws of the State of Minnesota on behalf of the Limited Liability Company.



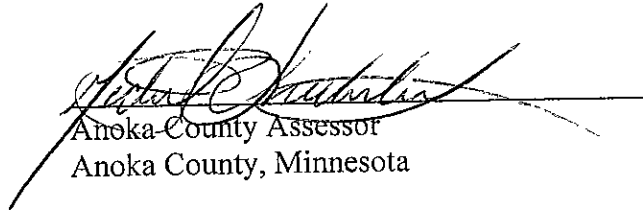
Signature of Notary Public



CERTIFICATION BY ASSESSOR

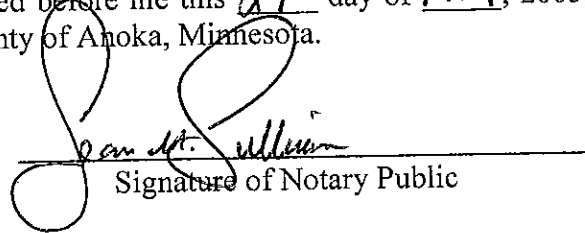
The undersigned duly appointed and qualified Assessor of Anoka County, Minnesota, certifies as follows:

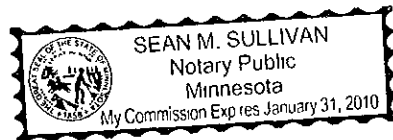
- (1) That I have reviewed the foregoing Assessment Agreement between the City of Ramsey and Martin Land Management, L.L.C., a Minnesota Limited Liability Company dated April 26, 2005.
- (2) That for purposes of this certification, capitalized terms not otherwise defined in this Certification have meanings given them in the Assessment Agreement.
- (3) That I am legally responsible for assessment of the Development Property.
- (4) That I have reviewed the plans and specifications for the Minimum Improvements to be constructed on the Development Property by the Developer.
- (5) That I find that the Minimum Market Value of Six Hundred Forty Seven Thousand and 00/100's Dollars (\$647,000.00) for the Minimum Improvements and the Development Property as stipulated in paragraph 1 of the Assessment Agreement is a reasonable value.


Anoka County Assessor
Anoka County, Minnesota

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 27th day of MAY, 2005, by Michael R. Sutherland, the Assessor of the County of Anoka, Minnesota.


Signature of Notary Public



FORM OF CERTIFICATE OF COMPLETION

The undersigned hereby certifies that Martin Land Management, L.L.C., a Minnesota Limited Liability Company, has fully and completely complied with its obligations under Article III of that document entitled "Contract for Private Development", dated April 26, 2005 between the City of Ramsey, Minnesota and Martin Land Management, L.L.C., a Minnesota Limited Liability Company, recorded in the office of the Anoka County Recorder as Document Number _____ (the "Agreement"), with respect to construction of the Minimum Improvements on the real estate which is legally described as follows:

That part of Lot 1, AUDITOR'S SUBDIVISION NO. 30, Anoka County, Minnesota, described as beginning at the Northeast corner of Lot 2 of said AUDITOR'S SUBDIVISION NO. 30; thence Southeasterly along the Southeasterly extension of the Northeasterly line of said Lot 2 for a distance of 16.40 feet, more or less, to intersect the West line of the East 946 feet of said Lot 1, as measured along the North line of said Lot 1, also being the North line of the Northeast Quarter of Section 34, Township 32, Range 25, Anoka County, Minnesota; thence North along said West line of the East 946 feet of Lot 1 for a distance of 250 feet; thence West at right angles a distance of 200 feet; thence South at right angles a distance of 160.4 feet, more or less to intersect said Northeasterly line of Lot 2; thence Southeasterly along said Northeasterly line of Lot 2 to the point of beginning. Containing 0.94 acres, more or less.

AND

That part of Lot 1, AUDITOR'S SUBDIVISION NO. 30, Anoka County, Minnesota, described as commencing at the Northeast corner of Lot 2, said AUDITOR'S SUBDIVISION NO. 30; thence Southeasterly along the Southeasterly extension of the Northeasterly line of said Lot 2 for a distance of 16.40 feet, more or less, to intersect the West line of the East 946 feet of said Lot 1, as measured along the North line of said Lot 1, also being the North line of the Northeast Quarter, Section 34, Township 32, Range 25, Anoka County, Minnesota; thence North along said West line of the East 946 feet of Lot 1 for a distance of 250 feet to the actual point of beginning of the tract to be hereby described; thence West at right angles a distance of 200 feet; thence North at right angles a distance of 78.25 feet, more or less, to intersect the South line of the North 250 feet of said Lot 1, as measured parallel with the East line of said Northeast Quarter of Section 34; thence East along said South line of the North 250 feet a distance of 200 feet to intersect said West line of the East 946 feet of Lot 1; thence South along said West line of the East 946 feet a distance of 76.78 feet, more or less to the point of beginning. Containing 0.35 acres, more or less.

(the "Development Property") in accordance with the Construction Plans, and is released and forever discharged from its obligations under the above referenced Article III of the Agreement.

LIEN AGREEMENT

This Agreement, made and entered into this 26th day of April, 2005, by and between the **City of Ramsey**, a Minnesota municipal corporation, having its principal office at 15153 Nowthen Boulevard Northwest, Ramsey, Minnesota 55303 (the "City") and **MARTIN LAND MANAGEMENT, L.L.C., A MINNESOTA LIMITED LIABILITY COMPANY**, having its principal office at 2070 204th Lane NW, Cedar, MN 55011 (the "Developer");

WITNESSETH:

WHEREAS, pursuant to M.S. §469.124 through §46.9.134, the City has created City Development District No. 1 ("Development District") and, pursuant to M.S. §469.174 through §469.179, has established Tax Increment Financing District No. 2 ("TIF District"); and

WHEREAS, the City has adopted a development program ("Program") and tax increment financing plan ("TIF Plan") for the Development District and TIF District, which Program and TIF Plan call for the City to perform certain site improvements ("Site Improvements") and for the Developer to construct certain permanent improvements ("Minimum Improvements") on property located in the City and legally described as:

That part of Lot 1, AUDITOR'S SUBDIVISION NO. 30, Anoka County, Minnesota, described as beginning at the Northeast corner of Lot 2 of said AUDITOR'S SUBDIVISION NO. 30; thence Southeasterly along the Southeasterly extension of the Northeasterly line of said Lot 2 for a distance of 16.40 feet, more or less, to intersect the West line of the East 946 feet of said Lot 1, as measured along the North line of said Lot 1, also being the North line of the Northeast Quarter of Section 34, Township 32, Range 25, Anoka County, Minnesota; thence North along said West line of the East 946 feet of Lot 1 for a distance of 250 feet; thence West at right angles a distance of 200 feet; thence South at right angles a distance of 160.4 feet, more or less to intersect said Northeasterly line of Lot 2; thence Southeasterly along said Northeasterly line of Lot 2 to the point of beginning. Containing 0.94 acres, more or less.

AND

That part of Lot 1, AUDITOR'S SUBDIVISION NO. 30, Anoka County, Minnesota, described as commencing at the Northeast corner of Lot 2, said AUDITOR'S SUBDIVISION NO. 30; thence Southeasterly along the Southeasterly extension of the Northeasterly line of said Lot 2 for a distance of 16.40 feet, more or less, to intersect the West line of the East 946 feet of said Lot 1, as measured along the North line of said Lot 1, also being the North line of the Northeast Quarter, Section 34, Township 32, Range 25, Anoka County, Minnesota; thence North along said West line of the East 946 feet of Lot 1 for a distance of 250 feet to the actual point of beginning of the tract to be hereby described; thence West at right angles a distance of 200 feet; thence North at right angles a distance of 78.25 feet, more or less, to intersect the South line of the

North 250 feet of said Lot 1, as measured parallel with the East line of said Northeast Quarter of Section 34; thence East along said South line of the North 250 feet a distance of 200 feet to intersect said West line of the East 946 feet of Lot 1; thence South along said West line of the East 946 feet a distance of 76.78 feet, more or less to the point of beginning. Containing 0.35 acres, more or less.

(the "Development Property"); and

WHEREAS, the nature of the Site Improvements to be performed by the City and of the Minimum Improvements to be constructed by the Developer on the Development Property are fully detailed in that certain Contract for Private Development dated April 26, 2005 between the City and the Developer (the "Agreement"); and

WHEREAS, the City desires to have assurance that the Developer will complete the Minimum Improvements following installation of the Site Improvements by the City.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the City and the Developer, the parties agree as follows:

1. As security for the Financial Assistance granted to the Developer including the Public Improvements installed on the Development Property by the City and for the benefit of the Development Property, the Developer grants to the City and the City does have a lien on the Development Property.
2. The lien is in the amount of Seventy-four Thousand and 00/100's Dollars (\$74,000.00), which amount the parties agree represents the City's cost for providing the Financial Assistance (the "Lien").
3. The Lien shall be repaid to the City by Developer within 90 days of the completion date of the Public Improvements by the City unless, within such 90 days, the Developer completes construction of the Minimum Improvements. Payment of the Lien shall be suspended during any time in which the Developer is making substantial progress on construction of the Minimum Improvements. If the Developer fails to make substantial progress on the Minimum Improvements for a 90-day period following initiation of work, the Lien may become immediately due and payable in full. Notwithstanding any other provision herein to the contrary, the Lien may, at the City's option become immediately due and payable in full if the Minimum Improvements are not completed by December 31, 2005, subject to Unavoidable Delays as defined in the Agreement.
4. The Lien shall become automatically null and void upon issuance by the City of a Certificate of Completion for the Minimum Improvements.
5. The Lien shall run with the Development Property and shall insure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, representatives, successors and assigns.
6. In the event that the Developer or any of its successors or assigns fails or refuses to make the repayment required by this Lien Agreement, within the time established, the City

may, with or without notice, foreclose the Lien in the same manner as is provided by statute for action for the foreclosure of mortgages upon real property.

- 7. This Lien Agreement shall be subordinate to any first mortgage granted by the Developer to finance the construction of the Minimum Improvements. The City will execute any agreements reasonably requested by the Developer and/or holders of any first mortgage to evidence such subordination.
- 8. Capitalized terms not otherwise defined herein have the meanings given them in the Agreement.

CITY OF RAMSEY, MINNESOTA

MARTIN LAND MANAGEMENT,
L.L.C., A MINNESOTA LIMITED
LIABILITY COMPANY

By: [Signature]
Its: Mayor

By: [Signature]
Its: Chief Manager

By: [Signature]
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

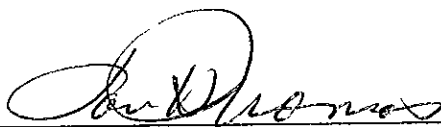


On this 9th day of June, 2005, before me, a Notary Public, personally appeared Thomas G. Gamec and James E. Norman to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and the 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 Thomas G. Gamec and James E. Norman acknowledge said instrument to be the free act and deed of said Municipal Corporation.

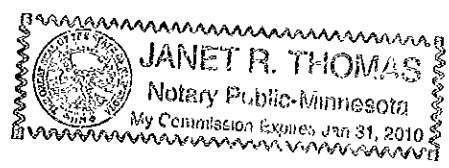
[Signature]
Signature of Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 23rd day of June, 2005, by Shawn B. Martin, the Chief Manager of Martin Land Management, L.L.C., a Minnesota Limited Liability Company under the laws of the State of Minnesota on behalf of the Limited Liability Company.



Signature of Notary Public



AGREEMENT TO PAY DEFICIENCIES

THIS AGREEMENT, made and entered as of this 26th day of April, 2005, by and between the **City of Ramsey**, a Minnesota municipal corporation, having its principal office at 15153 Nowthen Boulevard Northwest, Ramsey, Minnesota 55303 (the "City") and **MARTIN LAND MANAGEMENT, L.L.C., A MINNESOTA LIMITED LIABILITY COMPANY**, a Minnesota Limited Liability Company, having its principal office at 2070 204th Lane NW, Cedar, MN 55011 (the "Developer");

WITNESSETH:

WHEREAS, the City and the Developer have entered into an agreement entitled Contract for Private Development dated April 26, 2005 (the "Agreement") regarding development of certain real property situated in the City of Ramsey, legally described as:

That part of Lot 1, AUDITOR'S SUBDIVISION NO. 30, Anoka County, Minnesota, described as beginning at the Northeast corner of Lot 2 of said AUDITOR'S SUBDIVISION NO. 30; thence Southeasterly along the Southeasterly extension of the Northeasterly line of said Lot 2 for a distance of 16.40 feet, more or less, to intersect the West line of the East 946 feet of said Lot 1, as measured along the North line of said Lot 1, also being the North line of the Northeast Quarter of Section 34, Township 32, Range 25, Anoka County, Minnesota; thence North along said West line of the East 946 feet of Lot 1 for a distance of 250 feet; thence West at right angles a distance of 200 feet; thence South at right angles a distance of 160.4 feet, more or less to intersect said Northeasterly line of Lot 2; thence Southeasterly along said Northeasterly line of Lot 2 to the point of beginning. Containing 0.94 acres, more or less.

AND

That part of Lot 1, AUDITOR'S SUBDIVISION NO. 30, Anoka County, Minnesota, described as commencing at the Northeast corner of Lot 2, said AUDITOR'S SUBDIVISION NO. 30; thence Southeasterly along the Southeasterly extension of the Northeasterly line of said Lot 2 for a distance of 16.40 feet, more or less, to intersect the West line of the East 946 feet of said Lot 1, as measured along the North line of said Lot 1, also being the North line of the Northeast Quarter, Section 34, Township 32, Range 25, Anoka County, Minnesota; thence North along said West line of the East 946 feet of Lot 1 for a distance of 250 feet to the actual point of beginning of the tract to be hereby described; thence West at right angles a distance of 200 feet; thence North at right angles a distance of 78.25 feet, more or less, to intersect the South line of the North 250 feet of said Lot 1, as measured parallel with the East line of said Northeast Quarter of Section 34; thence East along said South line of the North 250 feet a distance of 200 feet to intersect said West line of the East 946 feet of Lot 1; thence South along said West line of the East 946 feet a distance of 76.78 feet, more or less to the point of beginning. Containing 0.35 acres, more or less.

(the “Development Property”); and

WHEREAS, the City has established Tax Increment Financing District No. 2 pursuant to M.S. § 469.174 through § 469.179, and has established Development District No. 1 pursuant to M.S. § 469.124 through § 469.134, which includes the Development Property; and

WHEREAS, the Agreement requires the City to construct certain public improvements and requires the Developer to construct certain improvements (the “Minimum Improvements”) thereon, all as more fully described in the Agreement; and

WHEREAS, in order to finance the public costs related to construction of the Minimum Improvements on the Development Property, the City has agreed to use its tax increment financing funds or to otherwise fund such costs; and

WHEREAS, the Agreement requires the execution of this Agreement to Pay Deficiencies; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the City and the Developer, the parties do hereby agree as follows:

1. Except as qualified by paragraph 3 herein, if for any reason, the Tax Increment generated from the Development Property payable with the real estate taxes due in any calendar year commencing in 2006 and ending in 2012, is less than the required tax increment (the “Required Increment”) as defined in paragraph 2 herein, the City will notify the Developer of the difference (the “Deficiency”), and will make written demand upon the Developer for the payment thereof. The Developer or its successors and assigns, within 30 days after the City gives written notice, shall pay to the City the Deficiency. Payments will be based upon the normal real estate tax payment schedule of biannual payments.
2. The required Net Tax Increment to be generated from the Development Property is Six Thousand Seven Hundred and 00/100’s Dollars (\$6,700.00) per year. The tax increment is projected to start with the tax revenues received in 2006 and end in 2012.
3. This Agreement to pay Deficiencies remains an obligation of the Developer and its heirs, executors, representatives, successors and assigns until the Maturity Date as defined in the Agreement. This Agreement to pay Deficiencies shall run with the Development Property.
4. Capitalized terms not otherwise defined herein have the meanings given them in the Agreement.

CITY OF RAMSEY, MINNESOTA

MARTIN LAND MANAGEMENT,
L.L.C.,

By: [Signature]
Its: Mayor

By: [Signature]
Its: Chief Manager

By: [Signature]
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

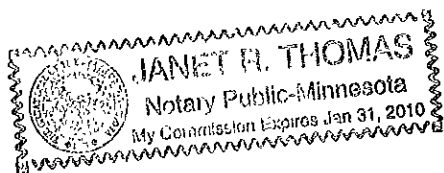


On this 9th day of June, 2005, before me, a Notary Public, personally appeared Thomas G. Gamec and James E. Norman to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and the 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 Thomas G. Gamec and James E. Norman acknowledge said instrument to be the free act and deed of said Municipal Corporation.

[Signature]
Signature of Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 23rd day of June, 2005, by Shawn B. Martin, the Chief Manager of Martin Land Management, L.L.C., a Minnesota Limited Liability Company under the laws of the State of Minnesota on behalf of the Limited Liability Company.



[Signature]
Signature of Notary Public

ANOKA COUNTY MINNESOTA

Document No.: 1976174.002 ABSTRACT

I hereby certify that the within instrument was filed in this
office for record on: 06/23/2005 3:53:00 PM

Fees/Taxes In the Amount of: \$51.50

MAUREEN J. DEVINE

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

SLZ, Deputy

Record ID: 1568067

Meeting Date: 11/10/2015

By: Colleen Lasher, Administrative
Services

Information

Title

Adopt Resolution #15-11-278 Approving an Additional Network to be added to the City's 2016 Health Insurance Options

Purpose/Background:

The purpose of this case is to revise the 2016 employee health insurance network choices to include the BluePrint Network. There is a no effect on the budget by authorizing this change; it does not change the amount of the City contribution which has already been negotiated and settled. Currently, the City offers health insurance through BCBS of Minnesota as part of the LOGIS consortium. Currently the available networks include the Aware and the Accord networks. The new network is called BluePrint and is defined as: "Allina Health Network in MN (Blue Card PPO outside of MN)".

This revision has been brought forward for City Council consideration at this time because it is a new option which has just become available for 2016. Employees that elect this network rather than the Accord or Aware Networks (already authorized) may realize a significant reduction to their out-of-pocket costs. The BluePrint network offers a narrower network of providers, but with (potentially) substantially less out of pocket costs. If approved, this new option may fully meet the healthcare needs of some of the City's employees, depending on their individual circumstances, and it is simply offering a more customizable selection of benefits to employees during the upcoming open enrollment.

Background:

The 2015-2016 contracts are settled, including the City's 2016 total City Contribution amounts, set at \$957 for Employee Only, \$1167 for Employee + Spouse, \$1251 for Employee + Children and \$1358 for Family; all amounts include the VEBA contribution. The only amount not specifically listed in the attached MOUs is the amount the City will pay for the single premium. It is the City's practice to pay for the single premium in full and it was agreed upon as part of the 2015 - 2016 contracts to pay 100% of the renewal rate for 2016 based on the \$4000 deductible plan / Accord network which is \$957. If employees were to elect a single plan under the BluePrint network, the amount paid by the City would remain at \$957 and the VEBA would be paid the difference to total \$957.00. If this action is approved the attached MOUs will be updated to include the BluePrint Network and the specific amount of the single contribution will be updated based on the amounts already agreed upon.

Notification:

The BluePrint network may be ideal for employees that use Allina providers. The monthly premium amounts are less expensive under the BluePrint network, plus there are some other small differences that employees may find beneficial (such as some less expensive pharmacy copays if they use an Allina pharmacy and having the first 2 office visits in the calendar year not subject to the deductible). There is also better coverage for the treatments associated with diabetes, high blood pressure and high cholesterol. However, if employees elect the BluePrint network, but see a non-Allina provider, they would be subject to out of network benefits and anything over the usual and customary charges. BluePrint is available under the \$2500 and \$4000 deductible levels. It is not available under the \$1500 deductible level.

Observations/Alternatives:

Option #1: Approve staff's request to add the BluePrint network to the list of choices available to employees during the upcoming open enrollment. This is the recommended action.

Option #2: Do not approve the addition of the BluePrint Network to the list of choices available to employees during the upcoming open enrollment. Staff does not recommend denial of this action.

Funding Source:

Not Applicable

Recommendation:

Staff recommends adding the BCBS BluePrint network to the 2016 health insurance options that employees may elect during the upcoming open enrollment; there is no budget impact.

Action:

Motion to adopt resolution #15-11-278 to approve adding the BCBS BluePrint network to the 2016 health insurance options that employees may elect during open enrollment.

Attachments

[2016 Networks](#)

[2015-2016 MOUs](#)

[2016 Health Numbers](#)

[Resolution 1511278](#)

Form Review

Inbox

Kurt Ulrich

Form Started By: Colleen Lasher

Final Approval Date: 11/05/2015

Reviewed By

Kurt Ulrich

Date

11/05/2015 05:14 PM

Started On: 11/05/2015 02:16 PM

2016 City of Ramsey Plan Choices

Aware and Accord Plan Choices

Carrier:	BCBSMN	BCBSMN	BCBSM
Plan	\$1500 HDHP.HRA	\$2500 HDHP.HRA	\$4000 HDHP.HRA
Network/RX Formulary	Flex Rx	Flex Rx	Flex Rx
In-Network Plan Design Features			
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Annual Maximum	N/A	N/A	N/A
Deductible CY	\$1,500/person \$3,000/family	\$2,500/person \$5,000/family	\$4,000/person \$8,000/family
Coinsurance	100/0%	100/0%	100/0%
Medical Out-of-Pocket Maximum (includes Medical & Rx)	\$2,250/person \$4,500/family	\$2,500/person \$5,000/family	\$4,000/person \$8,000/family
Preventive Care	100% coverage	100% coverage	100% coverage
Office Visit/Urgent Care	100% after deductible	100% after deductible	100% after deductible
Convenience/Retail Care Clinic	100% after deductible	100% after deductible	100% after deductible
Lab & Pathology	100% after deductible	100% after deductible	100% after deductible
X-ray & Other Imaging	100% after deductible	100% after deductible	100% after deductible
Inpatient Hospitalization	100% after deductible	100% after deductible	100% after deductible
Outpatient Hospitalization	100% after deductible	100% after deductible	100% after deductible
Emergency Room Facility	100% after deductible	100% after deductible	100% after deductible
Emergency Room Physician	100% after deductible	100% after deductible	100% after deductible
Prescription Drugs (Rx)	<i>Open formulary with a mandatory generic</i>	<i>Open formulary with a mandatory generic</i>	<i>Open formulary with a mandatory generic</i>
Rx Out-of-Pocket Maximum	N/A	N/A	N/A
Generic/Brand/Non-Formulary	80/20% with a min/max copay of \$10/\$25 per script	80/20% with a min/max copay of \$10/\$25 per script	80/20% with a min/max copay of \$10/\$25 per script
Specialty	80/20% - capped at \$200 per script per month	80/20% - capped at \$200 per script per month	80/20% - capped at \$200 per script per month
Mail Order	80/20% with a min/max copay of \$20/\$50 per script	80/20% with a min/max copay of \$20/\$50 per script	80/20% with a min/max copay of \$20/\$50 per script
Blue Cross Blue Shield Aware Rates			
Employee Only	\$1,055.50	\$973.00	\$857.50
Employee + Spouse	\$2,216.00	\$2,042.50	\$1,801.00
Employee + Children	\$2,111.00	\$1,944.50	\$1,715.00
Family	\$2,742.50	\$2,529.00	\$2,229.50
Blue Cross Blue Shield Accord Rates			
Employee Only	\$1,017.50	\$938.00	\$827.00
Employee + Spouse	\$2,136.50	\$1,968.00	\$1,736.50
Employee + Children	\$2,033.50	\$1,874.00	\$1,653.50
Family	\$2,645.00	\$2,436.50	\$2,149.00

Network Definitions:

Aware Network - Open Access

Accord network - subset of the Aware network that excludes a small number of high-cost providers. Currently the Accord network excludes the following as in network providers: Mayo Health Systems in its entirety; Hazelden Providers. Members who receive services at these "out-of-network" providers will still receive hold-harmless benefits.

This analysis is an outline of the coverage proposed by the carrier's, based on information provided by your company. It does not include all of the terms, coverage, exclusions, limitations, and conditions of the actual contract language. The policies and contracts themselves must be read for those details. Policy forms for your reference will be made available upon request.

2016 City of Ramsey Plan Choices

BluePrint Plan Choices - Allina Network

Carrier:	BCBSMN	BCBSM
Plan	\$2500 HDHP.HRA	\$4000 HDHP.HRA
Network/RX Formulary	Flex Rx	
In-Network Plan Design Features		
Lifetime Maximum	Unlimited	Unlimited
Annual Maximum	N/A	N/A
Deductible CY	\$2,500/person \$5,000/family	\$4,000/person \$8,000/family
Coinsurance	100/0%	100/0%
Medical Out-of-Pocket Maximum (includes Medical & Rx) - <i>The out-of-pocket maximums for in and out-of-networks accumulate separately. Non-covered charges and charges in excess of the allowed amount do not apply to the out-of-pocket maximum</i>	\$2,500/person \$5,000/family	\$4,000/person \$8,000/family
Preventive Care	100% (deductible waived)	100% (deductible waived)
Office Visit	Primary Care or Specialist visits due to illness or injury 100% after deductible - First two office visits in calendar year -100%	Primary Care or Specialist visits due to illness or injury 100% after deductible - First two office visits in calendar year -100%
Urgent Care (clinic based)	100% after deductible	100% after deductible
Convenience/Retail Care Clinic	100% after deductible	100% after deductible
Lab & Pathology	100% after deductible	100% after deductible
X-ray & Other Imaging	100% after deductible	100% after deductible
Inpatient Hospitalization	100% after deductible	100% after deductible
Outpatient Hospitalization	100% after deductible	100% after deductible
Emergency Room Facility	100% after deductible	100% after deductible
Emergency Room Physician	100% after deductible	100% after deductible
Prescription Drugs (Rx)	<i>Formulary with a mandatory generic</i>	<i>Open formulary with a mandatory generic</i>
Rx Out-of-Pocket Maximum	N/A	N/A
Generic/Brand/Non-Formulary	Allina Pharmacy: Generic = \$9 copay, Brand = \$36 Copay Network Pharmacy: Generic = \$10 Copay, Brand = \$40 Copay	Allina Pharmacy: Generic = \$9 copay, Brand = \$36 Copay Network Pharmacy: Generic = \$10 Copay, Brand = \$40 Copay
Specialty	Allina Pharmacy: Generic = \$9 copay, Brand = \$36 Copay Network Pharmacy: Generic = \$10 Copay, Brand = \$40 Copay	Allina Pharmacy: Generic = \$9 copay, Brand = \$36 Copay Network Pharmacy: Generic = \$10 Copay, Brand = \$40 Copay
Mail Order	Allina Pharmacy: Generic = \$18 copay, Brand = \$72 Copay Network Pharmacy: No Coverage	Allina Pharmacy: Generic = \$18 copay, Brand = \$72 Copay Network Pharmacy: No Coverage
Blue Cross Blue Shield BluePrint Rates		
Employee only	\$881.00	\$763.00
Employee + Spouse	\$1,849.50	\$1,603.00
Employee + Children	\$1,761.00	\$1,526.50
Family	\$2,289.00	\$1,984.50

BluePrint plans include Chronic Condition Management Coverage, Resiliency Training, Nutritional Counseling Medication Therapy Management services see the benefit summary for more details on those benefits

Network Definitions:

BluePrint - Allina Health Network in MN (Blue Card PPO outside of MN)

This analysis is an outline of the coverage proposed by the carrier(s), based on information provided by your company. It does not include all of the terms, coverage, exclusions, limitations, and conditions of the actual contract language. The policies and contracts themselves must be read for those details. Policy forms for your reference will be made available upon request.

City of Ramsey GBS Disclosures

RENEWAL-FINANCIAL NOTICE: This analysis is for illustrative purposes only, and is not a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information or further details in this regard.

LEGAL NOTICE: The intent of this report is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It does not necessarily fully address all of your specific issues. It should not be construed as, nor is it intended to provide, legal advice. Questions regarding specific issues should be addressed by your general counsel or an attorney who specializes in this practice area.

COVERAGE NOTICE: This analysis is an outline of the coverage proposed by the carrier(s), based on information provided by your company. It does not include all of the terms, coverage, exclusions, limitations, and conditions of the actual contract language. The policies and contracts themselves must be read for those details. Policy forms for your reference will be made available upon request.

FINANCIAL RATING NOTICE: While GBS does not guarantee the financial viability of any health insurance carrier or market, it is an area we recommend that clients closely scrutinize when selecting a health insurance carrier or HMO. There are a number of rating agencies that can be referred to including, A.M. Best, Fitch, Moody's, Standard & Poor's, and Weiss Ratings (TheStreet.com). Generally, agencies that provide ratings of U.S. Health Insurers, including traditional insurance companies and other managed care (e.g., HMO) organizations, reflect their opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. However, these ratings are not a warranty of any insurer's current or future ability to meet its contractual obligations.

9/16/2015

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RAMSEY AND AFSCME**

M.O.U. INSURANCE

January 1, 2015 to December 31, 2016 as described below:

1) City contributions for 2015 health insurance, as follows:

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2015. In addition, the City will purchase \$20,000 of basic life insurance for full-time regular employees.

Health Plan Tier (Per Month)	City Contribution to Premium	City Contribution to *VEBA	Total Monthly City Contribution
Single Plans	\$741.74	\$130.00	\$871.74
Employee + Spouse Plans	\$982.00	\$160.00	\$1,142.00
Employee + Children Plans	\$1,066.00	\$160.00	\$1,226.00
Family Plans	\$1,166.00	\$192.00	\$1,358.00
* The above listed City VEBA contribution includes a \$4.30 per month VEBA administration fee.			

2015

Or

Provide cash in lieu of City's insurance contribution of \$345 per month in 2015. Employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in to the waiving benefit. New employees to the program are subject to the following terms:

- Employee shows proof of other coverage, and
- Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form

2) City contributions for 2016 health insurance, as follows:

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2016. In addition, the City will purchase \$20,000 of basic life insurance for full-time regular employees.

Health Plan Tier (Per Month)	City Contribution to Premium	City Contribution to *VEBA	Total Monthly City Contribution
Single Plans	*TBD	\$130.00	*TBD
Employee + Spouse Plans	\$1007.00	\$160.00	\$1,167.00
Employee + Children Plans	\$1,091.00	\$160.00	\$1,251.00
Family Plans	\$1,166.00	\$192.00	\$1,358.00
* The above listed City VEBA contribution includes a \$4.30 per month VEBA administration fee. In 2016, the least expensive single plan (the \$4000 deductible plan/Accord network) will be paid in full			

2016

Or

Provide cash in lieu of City's insurance contribution of \$370 per month in 2016. Employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in to the waiving benefit. New employees to the program are subject to the following terms:

- Employee shows proof of other coverage, and
- Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form, and

FOR THE CITY OF RAMSEY:

BY: Saul [Signature]
Mayor

3/17/2015
Date

ATTEST: [Signature]
City Administrator

3/9/15
Date

FOR AFSCME

BY: [Signature]
Negotiating Team Member

2/26/15
Date

BY: [Signature]
Negotiating Team Member

2/25/15
Date

BY: [Signature]
Negotiating Team Member

1/8/15
Date

BY: T. J. Henderson
Business Agent

1-8-15
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RAMSEY AND LELS-PATROL**

MOU HEALTH INSURANCE

January 1, 2015 to December 31, 2016 as described below:

1) City contributions for 2015 health insurance, as follows:

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2015. In addition, the City will purchase \$20,000 of basic life insurance for full-time regular employees.

Health Plan Tier (Per Month)	City Contribution to Premium	City Contribution to *VEBA	Total Monthly City Contribution
Single Plans	\$741.74	\$130.00	\$871.74
Employee + Spouse Plans	\$982.00	\$160.00	\$1,142.00
Employee + Children Plans	\$1,066.00	\$160.00	\$1,226.00
Family Plans	\$1,166.00	\$192.00	\$1,358.00
* The above listed City VEBA contribution includes a \$4.30 per month VEBA administration fee.			

2015

Or

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2016

Or

Provide cash in lieu of City's insurance contribution of \$370 per month in 2016. Employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in to the waiving benefit. New employees to the program are subject to the following terms:

- Employee shows proof of other coverage, and
- Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form, and

All other provisions of Article XVIII shall apply normally.

FOR THE CITY OF RAMSEY:

BY: Sarah Strommen
Sarah Strommen, Mayor

3/24/2015
Date

ATTEST: Kurtis G. Ulrich
Kurtis G. Ulrich, City Administrator

3/24/15
Date

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

BY: Nicholas Dahlberg
Nicholas Dahlberg, Steward

3-26-15
Date

BY: Chris Curtis
Chris Curtis, Steward

3-25-15
Date

BY: Adam Burnside
Adam Burnside, LELS

3-27-15
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF RAMSEY AND LELS-SERGEANTS**

MOU HEALTH INSURANCE

January 1, 2015 to December 31, 2016 as described

below:

1) City contributions for 2015 health insurance, as follows:

The employer will make the following contributions toward group health insurance coverage for employees enrolled in the City's plan during 2015. In addition, the City will purchase \$20,000 of basic life insurance for full-time regular employees.

Health Plan Tier (Per Month)	City Contribution to Premium	City Contribution to *VEBA	Total Monthly City Contribution
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Family Plans	\$1,166.00	\$192.00	\$1,358.00
* The above listed City VEBA contribution includes a \$4.30 per month VEBA administration fee. In 2016, the least expensive single plan (the \$4000 deductible plan/Accord network) will be paid in full			

2016

Or

Provide cash in lieu of City's insurance contribution of \$370 per month in 2016. Employees receiving the waiving benefit prior to 2013 will continue to be grandfathered in to the waiving benefit. New employees to the program are subject to the following terms:

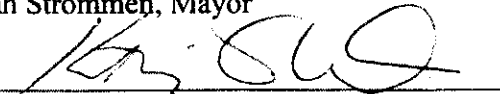
- Employee shows proof of other coverage, and
- Employee agrees to the terms of the waiving benefit as described within the City's policy and signs the acknowledgement form, and

All other provisions of Article XVIII shall apply normally.

FOR THE CITY OF RAMSEY:

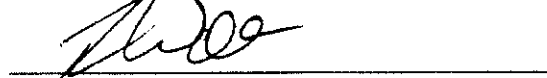
BY: 
Sarah Strommen, Mayor

3/24/2015
Date

ATTEST: 
Kurtis G. Ulrich, City Administrator

3/24/15
Date

FOR LAW ENFORCEMENT LABOR SERVICES, INC.

BY: 
Richard Webb, Steward

3-25-15
Date

BY: 
Ms. Kim Sobieck LELS, Business Agent

3-25-15
Date

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

RESOLUTION #15-11-278

RESOLUTION APPROVING AN ADDITIONAL NETWORK TO BE ADDED TO THE CITY'S 2016 HEALTH INSURANCE OPTIONS.

WHEREAS, Staff recommends authorizing the addition of the BluePrint network to the options during the upcoming open enrollment; and

WHEREAS, there are no additional funding required for this action; and

WHEREAS, if approved, the Memorandum of Understandings with AFSCME and LELS will be updated to reflect the change.

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

Motion to adopt resolution # 15-11-278 to approve adding the BCBS BluePrint network to the 2016 health insurance options that employees may elect during open enrollment.

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 10th day of November 2015.

Mayor

ATTEST:

City Clerk

Meeting Date: 11/10/2015

Submitted For: Grant Riemer, Engineering/Public Works

By: MaryJo Warner, Engineering/Public Works

Information

Title

Report from Public Works Committee.

1. Consider Initial Direction on Development of Policy for Private Improvements within Public Rights of Way: Ratify the recommendation of the Public Works Committee to recommend that the City Council adopt a formal policy to address private improvements in public rights-of-way, to be developed and approved at a subsequent meeting.
2. Consider Request for Amendment to Private Improvement in 161st Avenue Within Sweetbay Ridge: Ratify the recommendation of the Public Works Committee to recommend that the City Council direct Sweetbay Ridge to propose an alternative base material acceptable to the Public Works Superintendent and subsequently allow said private improvement within the right-of-way for 161st Avenue.
3. Consider Vacating Permanent Road Easement over a portion of 14911 Ramsey Blvd and the Parcel to the North with a Property Identification Number (PIN) of [22-32-25-33-0017](#): Ratify the recommendation of the Public Works Committee to recommend that the City Council adopt Ordinance #15-16 vacating the fifty (50) foot Permanent Road Easement on 14911 Ramsey Blvd and on the parcel with a Property Identification Number (PIN) of [22-32-25-33-0017](#).
4. Approve Installation of Priority Street Light: Ratify the recommendation of the Public Works Committee to approve installation of priority street light at the intersection of 180th Ave and County Road 5.
5. Receive Update on Public Works Campus Space Needs Analysis: No action needed.

Purpose/Background:

The Public Works Committee held its regular meeting on October 20, 2015 and discussed the following cases:

1. Consider Initial Direction on Development of Policy for Private Improvements within Public Rights-of-Way: Community Development Director Gladhill reviewed the staff report and explained many rights of way are being cared for in creative ways. He said a homeowners association is great for this, but not always available. Having a policy in place and a clear maintenance agreement will help in getting a HOA or property management company to execute it. Design standards must be drawn up as well. Staff is looking for ideas and thoughts to help develop a more formal policy and standards. He reviewed the Draft Policy Statement for Landscaped Medians. He noted the City Attorney will review these documents as well. He said any HOA contracts for new developments will be reviewed prior to development. Motion to ratify the recommendation of the Public Works Committee to recommend that the City Council adopt a formal policy to address private improvements in public rights-of-way, to be developed and approved at a subsequent meeting.
2. Consider Request for Amendment to Private Improvement in 161st Avenue Within Sweetbay Ridge: Staff reviewed that the City has received a request from a resident to consider allowing the placement of landscape rock in the landscaped center median of 161st Avenue. Motion to ratify the recommendation of the Public Works

Committee to recommend that the City Council direct Sweetbay Ridge to propose an alternative base material acceptable to the Public Works Superintendent and subsequently allow said private improvement within the right-of-way for 161st Avenue.

3. Consider Vacating Permanent Road Easement over a portion of 14911 Ramsey Blvd and the Parcel to the North with a Property Identification Number (PIN) of [22-32-25-33-0017](#): Community Development Director Gladhill reviewed the staff report and noted the adjacent property owner is willing to assume responsibility for this easement. He commented the sign for Ramsey Market lies in the right-of-way. Election signs are frequently put in this easement. He said some residents are aware this is a public right-of-way and call to express their concerns. There are a lot of unnecessary disagreements with this parcel. If this request is approved, it will simply become a driveway for Ramsey Market. This will require an access agreement for the portion to the north. Motion to ratify the recommendation of the Public Works Committee to recommend that the City Council adopt Ordinance #15-16 vacating the fifty (50) foot Permanent Road Easement on 14911 Ramsey Blvd and on the parcel with a Property Identification Number (PIN) of [22-32-25-33-0017](#).

4. Approve Installation of Priority Street Light: Staff reviewed the purpose of this is to seek approval for the installation of a priority street light at the intersection of 180th Avenue and County Road 5. Since the early 1990's, the City has pursued a program for installing street lights along higher speed arterial roadways. Ratify the recommendation of the Public Works Committee to approve installation of priority street light at the intersection of 180th Ave and County Road 5.

5. Receive Update on Public Works Campus Space Needs Analysis: No action needed. Economic Development Manager/Assistant City Administrator Brama reviewed the staff report. He explained there are five steps in the process, and this is the first step. Staff has drawn up preliminary site plans and concepts with costs. He noted this item will come back to this Committee in November.

Action:

Motion to ratify the recommendation of the Public Works Committee.

Attachments

Agenda

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	11/04/2015 10:50 AM
Bruce Westby	Bruce Westby	11/05/2015 09:20 AM
Kurt Ulrich	Kurt Ulrich	11/05/2015 02:54 PM
Form Started By: MaryJo Warner		Started On: 11/02/2015 09:37 AM
Final Approval Date: 11/05/2015		

City of Ramsey
Agenda
Public Works Committee
Tuesday October 20, 2015

6:00 pm
Lake Itasca Room, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Citizen Input**
- 3. Approve Agenda**
- 4. Approve Minutes**
 1. Approve Public Works Committee meeting minutes dated September 15, 2015.
- 5. Committee Business**
 1. Consider Initial Direction on Development of Policy for Private Improvements within Public Rights of Way
 2. Consider Request for Amendment to Private Improvement in 161st Avenue Within Sweetbay Ridge
 3. Consider Vacating Permanent Road Easement over a portion of 14911 Ramsey Blvd and the Parcel to the North with a Property Identification Number (PIN) of [22-32-25-33-0017](#)
 4. Approve Installation of Priority Street Light
 5. Receive Update on Public Works Campus Space Needs Analysis
- 6. Committee/Staff Input**
- 7. Adjournment**

Public Works Committee

4. 1.

Meeting Date: 10/20/2015

Submitted For: Grant Riemer, Engineering/Public Works

By: MaryJo Warner, Engineering/Public Works

Title:

Approve Public Works Committee meeting minutes dated September 15, 2015.

Purpose/Background:

To review and approve meeting minutes.

Timeframe:

5 minutes.

Observations/Alternatives:

n/a

Funding Source:

n/a

Recommendation:

Approve minutes.

Action:

Motion to approve meeting minutes.

Attachments

Minutes

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	10/15/2015 08:02 AM
Kurt Ulrich	Kurt Ulrich	10/15/2015 04:47 PM
Form Started By: MaryJo Warner		Started On: 10/12/2015 02:48 PM
Final Approval Date: 10/15/2015		

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

The Public Works Committee conducted a regular meeting on Tuesday, September 15, 2015, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Chris Riley
 Councilmember Jill Johns
 Councilmember Melody Shryock

Also Present: Public Works Superintendent Grant Riemer
 City Engineer Bruce Westby

1. CALL TO ORDER

Chairperson Riley called the regular meeting of the Public Works Committee to order at 6:00 p.m.

2. CITIZEN INPUT

There was none.

3. APPROVE AGENDA

Motion by Councilmember Johns, seconded by Councilmember Shryock, to approve the agenda, as presented.

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Johns and Shryock. Voting No: None.

4. APPROVE MINUTES

4.01: Approve June 16, 2015, Meeting Minutes

Motion by Councilmember Shryock, seconded by Councilmember Johns, to approve the following minutes:

Regular Meeting Minutes dated June 15, 2015

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Shryock and Johns. Voting No: None.

5. COMMITTEE BUSINESS

5.01: Consider Request to Reconstruct Stormwater Treatment Improvements at Sunfish Lake

City Engineer Westby reviewed the staff report and noted the property owners are present at the meeting. He explained the original purpose of the swale was to keep the solid waste from entering the wetland. The intent of the easement was to allow the City to maintain the swale as needed over time. He noted the swale has not needed maintenance by the City since it was put in. He explained one of the more cost effective resolutions is to construct a settling basin with overflow that would allow the sediment to settle over time. He said he is not sure that this will be a permanent solution but it would reduce some of the water in the swale for the long term. The cost will be between \$15,000 and \$45,000. The price difference is dependent on the size of the basin, wetland mitigation credits, and on the turf restoration method. He pointed out this is a system that was constructed and is operating as intended. The property owners have requested the City complete the work of constructing a settling basin, and pay for the construction, since the swale cannot be maintained by the property owner and their property is compromised. He mentioned that the basin may need occasional cleaning over the next 50 years; however, it likely wouldn't need it more than a few times.

Chairperson Riley introduced property owners, Jay and Suzanne Bergevin, 14520 Sunfish Lake Drive.

Mr. Bergevin explained when they purchased the home, it was described as having a drainage ditch. It worked to drain water and functioned as a ditch for many years. He said their biggest concern is that there is a change. The drainage worked well for 9 or 10 years. In the last 5 years or so, they have seen it change from a drainage ditch to a pond that is 2 to 3 feet deep. He explained he cannot get to the other side of it to maintain the area around it. He cannot take care of the area that is under water, as wetland vegetation is now growing. He stated the water has not receded over the last 2 years. It has gotten high enough to reach the berm. He said he could not understand how the stormwater could have been vented through his property, and still reach the top of the berm. He noted it doesn't sound like much sediment has been caught at all. He concluded that he thought they have been patient, asking about this for 3 years, and watching it grow to where about 40% of their yard is now unusable.

Mrs. Bergevin stated the definition of drainage is that it is not supposed to settle. She noted this was called a drainage easement on the papers, originally, and not a swale as it is called now. The ponding water is muddy, allowing mosquitoes to breed, and now there are fish in the pond. She said it is not a healthy environment.

Mr. Bergevin stated this has reduced the quality of life for them. He said they are unable to enjoy backyard events with friends and neighbors. He explained the high water level of the lake in 1983 to 1988 was 858 or 859. He stated it is 864 now. This is impacting beyond the drainage easement. The design of the easement and drainage pond was implemented in the early 1990s. He said they are requesting the City to restore it to what it was.

Mrs. Bergevin stated the drainage ditch is clearly not working as it was intended. She said there was a large black pipe pouring water into the lake at one point, but there is no official record of

what that was. She stated she remembered seeing it and wished she would have taken pictures. She asked if that could have affected all of this.

Chairperson Riley stated he went to observe the situation on the premises. He said it is obvious that the lawn has turned into wetland vegetation. Just the nature of wetland vegetation with large stems makes it difficult to remove. He asked how long the drainage ditch holds water.

Mr. Bergevin responded it holds a few feet of water all summer now.

Councilmember Johns raised the issue of all the other water issues residents have brought up recently. Those issues are mostly with flooding into the homes. This flooding is related to the water table being higher. She said the City cannot control the water table.

Mrs. Bergevin noted her neighbors that are right on the lake are not having issues due to a rising water level. She asked if the issue was the water level, why hasn't it affected others.

City Engineer Westby stated he also saw standing water in the swale when he visited the property. He explained if the weather stays wet, then the swale will continue to have standing water. The levels of that lake are completely dependent on the weather, and it will rise and fall according to the weather. He stated a drainage easement does not necessarily mean there is moving water, and that drainage easements are designed to accommodate runoff from the hundred year storm event.

Mr. Bergevin said the definition of a drainage easement is from the State of Minnesota. The drainage easements are supposed to be for flowing water.

City Engineer Westby responded the City uses drainage easements for static water.

Chairperson Riley asked if permanent standing water is allowed in the drainage easement.

City Engineer Westby replied it is allowed, to the best of his knowledge.

Chairperson Riley clarified that the simple fact that there is an easement would allow permanent standing water in the easement.

City Engineer Westby confirmed.

Councilmember Johns questioned if this is a rainy year, or if there is a lot of snow, whether there will be issues with the house flooding since this drainage easement could be full.

City Engineer Westby explained there was less attention paid to drainage in the 1980s , but then in the 1990s more attention was focused on drainage designs to make sure the drainage design could accommodate runoff from larger storm and snow melt events. However, the drainage easement on this property appears to be performing as it was intended to since it was built so flooding is not anticipated to be an issue.

Chairperson Riley inquired if the purpose of the drainage swale is to make sure the stormwater doesn't drain directly into the wetland.

City Engineer Westby responded that is the purpose. The swale fills up then the water is allowed to flow out to the wetland.

Chairperson Riley stated this has worked the way it should for a long time. What changed seems to be the water level, and whatever the culprit was is affecting their yard. This potential repair as described seems to be a rather easy answer. The difference between this situation and the basements of residents flooding is that this is water that is designed to flow through the residents' yard.

Councilmember Shryock questioned how staff can be ensured that a holding pond would be large enough to be effective. There are other residents living at or below the water level and their basements are leaking. She asked what the possibility is of this house being affected to the point it will deteriorate.

Councilmember Shryock stated if the water level in the area is 860, the hole will fill to 860 and just sit there.

Councilmember Johns commented if the issue is the water table, then we cannot dig it deep enough. It gets back to cause and effect.

Councilmember Johns questioned the wetland credits.

City Engineer Westby explained there is are "wetland banks" where credits can be purchased and sold.

Chairperson Riley asked if the swale outlet pipe has been checked for blockage.

City Engineer Westby responded it has been checked and there is no blockage. He explained there are outlet controls that should help keep the water from flooding nearby homes.

Mrs. Bergevin questioned how drainage easement is defined. She said she sees it defined as not sitting water.

Councilmember Shryock stated when sites were developed in that area, they had to go on existing records of flood plains, water levels, etc. The drainage area was based on the records at the time. She said the fish that are in the swale are likely from the lake, since the lake is high. She pointed out there would naturally be more water being close to the wetland. She said in order to prevent the water from going around the berm, the berm would have to be all inclusive to this property. She commented it seems this is a high water period and it has been going on a while. The lake just hasn't let go of the extra water yet. She suggested the property owners could put some preventive measures into their home to prevent the water from coming up further. She said the City doesn't regulate the water level. Therefore, she said she is having difficulty trying to assign responsibility to the City.

City Engineer Westby explained in this case, the swale would need to be filled in so the bottom is higher than what the lake level could ever reach to prevent wetland type vegetation from growing. The City does not have a vegetative maintenance program where staff would go clear vegetation. He said the City will maintain vegetation as needed when it interferes with operations, such as removing downed trees from drainage ditches. The City does not do work for aesthetic reasons, such as cleaning algae from ponds.

Mr. Bergevin noted there has been a fairly dry period recently, and there is not quite as much water in the drainage ditch as there was in the last 24 months.

Public Works Superintendent Riemer mentioned another resident has issues with standing water in the drainage easement on their property. This water has been in the yard for about two years. Since it was dryer this year, it has finally drained.

Councilmember Johns noted the drainage easement is working as it should. She empathized with the property owners, but stated she was unsure how to share the cost when it is not part of the City's responsibility.

Public Works Superintendent Riemer explained whatever is done to one side of the swale will affect the other side of it.

Chairperson Riley inquired if it is staff's recommendation to look at the feasibility of putting in settling pond before conducting work.

City Engineer Westby responded some calculations would need to be done to estimate costs, but in his opinion the benefit is solely for the property owners; it does not benefit the City. He said staff could go further with this and bring back estimated costs and the definition of a drainage easement if the Committee prefers.

Mr. Bergevin commented it does not necessarily benefit them. It just gives them their property back.

Councilmember Johns asked if the property owner is interested in sharing the cost.

Mr. Bergevin replied he is not interested in sharing the cost. He noted there have been wetter years, such as 2005 and 2006, and there were no problems. He said his point was that something was working and it is no longer. He said the intention of the City was to have water flowing through that area, filtered and then drained into the wetland. The water table levels from 2006 and 2007 to now have changed only minimally.

Councilmember Shryock stated she wanted to be cautious going down this route. She warned against setting a precedent. Some residents have had flooding of their homes, and some people on the river are seeing their property eroding. These are issues the homeowners must deal with because that's the nature of the property. In this case, if everything is still operable, and the water is staying within the 20-foot easement, then there is something causing this to happen that

would be a more natural occurrence. She stated the builder and the City should know what the probability of this happening is when they develop the property.

Mr. Bergevin pointed out if the stormwater is going directly into the wetland without being filtered, and if the lake levels continue to be as high as they are, this is detrimental for the City, and for them.

Councilmember Shryock noted the DNR signed off on the drainage easement when it was built, so this is within their parameters. She said the wetlands overflow all the time. She questioned if the City has the capability to change these parameters, or if the DNR should change them. She stated the rules are not designed to retrofit. The rules were the way they were at the time of building and the drainage easement is still technically performing according to the rules. She said there are too many questions at this point to commit to changing or constructing anything.

City Engineer Westby agreed and added he did not know what storm event the swale was designed to handle but that drainage systems are designed to accommodate specific events such as the 100-year event, not the largest events possible. He equated it to shopping at the holidays when the shopping center parking lot is full because it was not designed to handle that amount of parking for only a short time.

Chairperson Riley stated the City takes this seriously and it is concerned. Though this has a somewhat easy answer, there are still issues. He noted it is a discussion that needed to happen. He suggested moving the item forward for more discussion and details. He asked what would make the projected cost go from \$15,000 to \$40,000.

City Engineer Westby replied the size of the settling pond would make a difference. The required wetland credits would also play a role in determining the cost, as would other costs due to grading, turf restoration, and storm sewer adjustments.

Consensus was reached to direct staff to calculate the size of pond needed, and the cost of wetland mitigation and bring this item back to this Committee for discussion.

Councilmember Johns asked if this could be brought back this year.

City Engineer Westby responded it will likely not be this year.

5.02: Consider Recommending City Council Approval of Master Partnership Contract with Minnesota Department of Transportation for TH47 Pedestrian Crossing Improvements

City Engineer Westby reviewed the staff report. He noted the City Attorney had no major issues with the Master Partnership Contract. There are some grammatical issues and small issues but the changes would not affect the meaning at all.

Councilmember Shryock asked whether this type of agreement is used in other cities.

City Engineer Westby responded other cities have used it. This is the first time it is used with Ramsey. He said staff is meeting Mn/DOT on Thursday to clarify the costs. Public Works has already indicated there will be enough manpower to complete this project this fall. He said he was looking for this Committee's recommendation to bring this item to the Council.

Councilmember Johns said she noticed the contract went out three years. She asked what that covered.

City Engineer Westby responded the contract applies to work on any trunk highway. Three years is their preferred contract length, though it could likely be modified.

Councilmember Shryock confirmed the City will pay for all the improvements, but is saving money in the preparation and planning stages.

City Engineer Westby answered in the affirmative.

Chairperson Riley asked if there will be anything done to the crossing on the south side.

City Engineer Westby replied not at this time. He said there have been missing trail segments which the City has been piecing together as things develop. Mn/DOT wants to work with the City to come up with solutions for that in the future.

Motion by Councilmember Johns, seconded by Councilmember Shryock, to recommend that the City Council approve the Mn/DOT Master Partnership Contract as proposed.

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Johns and Shryock. Voting No: None.

6. COMMITTEE / STAFF INPUT

City Engineer Westby gave an update of the Trail Maintenance Policy. He said staff is in the process of developing the policy. Two Engineering interns and other staff drove all the trails this summer and GPS'd the trail segments including horizontal and vertical controls. All the pedestrian curb ramps were also documented and noted whether they are or are not ADA compliant. Staff is working on processing all this information as time allows. The goal is to have a draft by mid winter.

Public Works Superintendent Riemer noted the trail rating system will have 3 levels. Level 1 requires no work. Level 2 requires filling in cracks. Level 3 is a complete overlay. He said they will start with the best trails and keep them preserved. The trails in the worst shape will be considered last, as they will need more work. This will allow the City to most cost-effectively maintain the trails. He added that all the trucks now have a GPS, and that will aid in ensuring all trails and sidewalks are plowed, and to answer questions from the public during snow plow events.

Councilmember Shryock inquired whether there is a master trail map and if the GPS can help create that.

City Engineer Westby confirmed there is a master trail map, and the GPS will help staff to update it.

City Engineer Westby gave an update on the following items:

Properties flooded in the spring: These cases will be brought to Council, possibly in November. He noted staff has a heavy workload with the assessment hearings coming up. However, the feasibility reports and costs for a possible solution are still being considered. The property owners have been updated with the progress of these cases.

Garnet Street: The project is waiting for the curb contractor to place the curb. The road is passable, even after rain. The hardest part of this project has been completed. This is anticipated to be complete in October.

Jarvis Street: The curb was finished earlier in the day. There have not been any calls on this project, other than irrigation system damages. Staff will work with residents to repair irrigation systems at the end of this project.

Ridgepoint: Old construction materials such as wood, tires and concrete have been found at the site. The project has been shut down, and the contractor is estimating costs to haul and dispose of these materials. The contractor hired a testing firm to test the materials. There is no known hazardous waste; it is only construction material. Staff plans to meet with Village Bank in the morning to learn more about the project status.

Armstrong Interchange: This should be substantially complete at the end of October or possibly the beginning of November.

Chairperson Riley asked about the cataloging of trails that are ADA. He said he understood unless something is changed or reconstructed, the trails can stay as they are.

City Engineer Westby responded this is unclear with Mn/DOT. He said he has conflicting documentation from Mn/DOT on this. He stated this will have to be clarified before the Trail Maintenance Policy is completed.

Chairperson Riley noted he has had many residents ask for the installation of flashing yellow arrows.

City Engineer Westby explained Anoka County owns most of the signal lights in Ramsey. They are developing a priority plan to determine which intersections need flashing yellow arrows. He said Anoka County is installing all new systems to be ready for installation of FYAs, but older systems will need to be retrofitted. He said it is a funding issue for them. He acknowledged there have been a lot of calls and requests for them.

Public Works Superintendent Riemer distributed copies of the policies and procedures manual for staff working on call. The book helps staff know how to work the equipment at different locations in the City, and gives information such as which switches to turn off at a certain park, and how to work lift stations, etc.

7. ADJOURNMENT

Motion by Councilmember Shryock, seconded by Councilmember Johns to adjourn the Public Works Committee meeting.

Motion carried.

The regular meeting of the Public Works Committee adjourned at 8:27 p.m.

Respectfully submitted,

Grant Riemer
Public Works Superintendent

Drafted by Chris Moksnes
TimeSaver Off Site Secretarial, Inc.

Public Works Committee

5. 1.

Meeting Date: 10/20/2015

By: Tim Gladhill, Community Development

Title:

Consider Initial Direction on Development of Policy for Private Improvements within Public Rights of Way

Purpose/Background:

The purpose of this case is to consider a policy for private improvements as a result of new private development within public rights of way. The impetus behind the request is most recently due to a request to amend an existing center median within Sweetbay Ridge. This topic has also been discussed as part of the approval process for current phases of the Brookfield residential development.

The intent is to provide broad, initial direction for the formulation of a future policy. Primarily, Staff is seeking direction on process and standards. Preliminary talking points are included in the attached framework. This discussion topic is intentionally abstract to ensure that Staff has sufficient policy direction prior to developed a more formalized and detailed policy. Additionally, a request from Sweetbay Ridge to complete a project this fall also advances the urgency of commencing this discussion topic.

Timeframe:

15 minutes.

Observations/Alternatives:

Alternatives

Alternative 1. Make no changes to existing policy. The City has no current policy for the long term maintenance of these improvements, including design standards. The City approaches these requests on a case by case basis.

Alternative 2. Create a policy for these improvements. A policy would provide clarity to Staff, which would in turn expedite the review process and better respond to resident requests.

Alternative 3. Do not allow private improvements within public rights of way. Although the City has experienced issues with long- term maintenance of these improvements, said improvements do add value to residential neighborhoods and business districts. Part of the future policy, if directed, would be a better process on the front end to ensure a viable and sustainable entity is in place on the front end to carry through development, from the construction of homes, to the completion of the development. A significant issue of the success of the HOAs that have not sustained this transition has been lack of quality enabling documents and establishment of a management company on the front end.

Funding Source:

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

Recommendation:

Staff recommends that the City Council adopt a formal policy to address private improvements in public rights of way, to be developed and approved at a subsequent meeting.

Action:

Motion to recommend that the City Council adopt a formal policy to address private improvements in public rights of way, to be developed and approved at a subsequent meeting.

Attachments

DRAFT Policy Statement for Landscaped Medians

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	10/15/2015 01:36 PM
Kurt Ulrich	Kurt Ulrich	10/15/2015 04:47 PM
Form Started By: Tim Gladhill		Started On: 10/02/2015 10:15 AM
Final Approval Date: 10/15/2015		

Landscaped Medians

Background

Landscaped medians, when installed correctly and properly maintained, add aesthetic appeal and value to a neighborhood and community. Presently, the City has no specific standards regarding this potential element of a development and thus, review on a case by case basis with no baseline to check against. Thus, if the City Council is open to seeing this type of improvement in a public road right-of-way, Staff would suggest compiling a standard detail or specification or similar document to provide guidance to developers (and a baseline of expectations for a landscaped median) and assist Staff with review of such an element should it be included as part of a proposed development.

General considerations

- **Groundcover.**
 - The use of woodchip mulch or other forms of mulch should be required. While this material does breakdown over time and will need to be periodically replenished, it provides multiple benefits to plants. Mulch helps to moderate soil temperatures, helps to retain soil moisture, and as it breaks down, acts as a slow release fertilizer adding nutrients back into the soil. A proper amount of mulch will also help limit weed growth.
 - A median is a harsh growing environment for many plants, including trees, with compacted soils, limited rooting space, and higher soil temperatures. Allowing landscape rock as ground cover would only exacerbate these harsh growing conditions. Due to these concerns, landscape rock is not permitted in parking lot islands, which function much like a center median would function.
- **Vegetation.**
 - If the median is to be irrigated, than turf grass would be acceptable. If the median is non-irrigated, than a xeriscape landscape would be more appropriate. This could consist of native grasses and wildflowers, potentially interspersed with larger rocks (e.g. boulders). These plantings would need to comply with the vision clearance requirements to ensure there are unobstructed views of oncoming traffic, pedestrians, cyclists, etc.
 - If native grasses and wildflowers are utilized, there should be a maintained border of woodchip mulch (or other form or organic mulch) around the perimeter of the median to demonstrate that the plantings/landscape were designed and are being maintained.
- **Depressed Swales.**
 - The City should encourage a depressed swale as opposed to a raised median. This would help with stormwater management by providing an opportunity for infiltration of runoff of rain water and snowmelt.
- **Maintenance Agreement.**
 - Generally speaking, these type of element or improvement is only proposed when there will be a Home Owners Association (HOA) for the neighborhood. As this would be a private improvement in a public right-of-way, there needs to be a documented understanding that ongoing and future maintenance of a landscaped median would be responsibility of the HOA, not the City. A Maintenance Agreement or similar document should be required and recorded against each of the lots within a proposed subdivision that clearly outlines the maintenance responsibilities of the HOA.

Public Works Committee

5. 2.

Meeting Date: 10/20/2015

By: Tim Gladhill, Community Development

Title:

Consider Request for Amendment to Private Improvement in 161st Avenue Within Sweetbay Ridge

Purpose/Background:

The City has received a request from Clint Seul, a resident in Sweetbay Ridge, to consider allowing the placement of landscape rock in the landscaped center median of 161st Avenue. The City has acknowledged value for these enhancements to residential neighborhoods, but placed the maintenance responsibility on individual developments. The condition of these improvements in this neighborhood has begun to deteriorate due to lack of maintenance activities.

The Applicant has secured the services of a landscape contractor to work pro-bono on this project, of which time is of the essence to retain these services. Given the requested timeline, Staff wanted to get this request in front of the Committee for broad policy discussion rather than waiting for the overarching policy discussion to be completed.

Timeframe:

15 Minutes

Observations/Alternatives:

As part of the approval for Sweetbay Ridge, the City allowed the Developer of Sweetbay Ridge to construct private improvements within the public right of way. The improvement provided an amenity for the development in an attempt to create a quality residential neighborhood. The intent was to be managed by a Home Owners Association. Unfortunately, there is not an active HOA in place for this development at this time that is actively managing this improvement.

An irrigation system exists within the median. However, it is uncertain if the system is functioning or damaged due to lack of maintenance. The City no longer installs the water meter for the system, as past bills have failed to be paid.

The previous Public Works Committee Case outlines a framework to develop a policy that will provide clearer direction to Staff when responding to these types of requests in the future. Unfortunately, since said policy will not yet be in place, the City must review this as a case-by-case basis.

Staff is in agreement that a longer term, more sustainable maintenance plan should be in place for this existing improvement. The following are talking points discussed with Staff when reviewing the current request:

1. The proposed river rock may accelerate the degradation of existing vegetation within the center median.
2. The proposed river rock may spill over the curb line into the paved section of the roadway.
3. Mulch requires a more frequent maintenance and replacement schedule.

Alternatives

Alternative 1. Allow the replacement of the existing mulch with a material to be approved by the Public Works Superintendent. Given the lack of an existing policy and design standards, this appears to be the most appropriate course of action at this time.

Alternative 2. Allow the placement of river rock on top of existing mulch as currently proposed. An analysis of this

alternative is included above.

Alternative 3. Direct Staff to accept maintenance responsibilities for this improvement. From a fairness and equitability standpoint, the City has consistently noted opposition to this approach. Most recently, this was discussed as part of the current phases of Brookfield.

Funding Source:

The proposed improvements and labor will be provided by the individual homeowner.

Recommendation:

Staff is generally in support for providing for a longer term base material for the center median. However, Staff is generally not supportive of the proposed river rock, as maintenance staff is concerned about spill over of said rock within the paved section of 161st Avenue. The Public Works Superintendent can provide additional detail regarding this concern.

Action:

Motion to recommend that the City Council direct Sweetbay Ridge to propose an alternative base material acceptable to the Public Works Superintendent and subsequently allow said private improvement within the right of way for 161st Avenue.

Attachments

Site Location Map

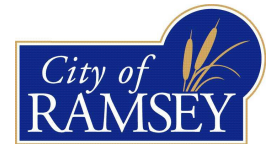
Proposal

Existing Condition Photos

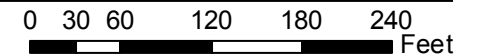
Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	10/15/2015 01:41 PM
Kurt Ulrich	Kurt Ulrich	10/15/2015 04:43 PM
Form Started By: Tim Gladhill		Started On: 10/15/2015 11:53 AM
Final Approval Date: 10/15/2015		

Sweetbay Ridge Median



Print Date: October 15, 2015



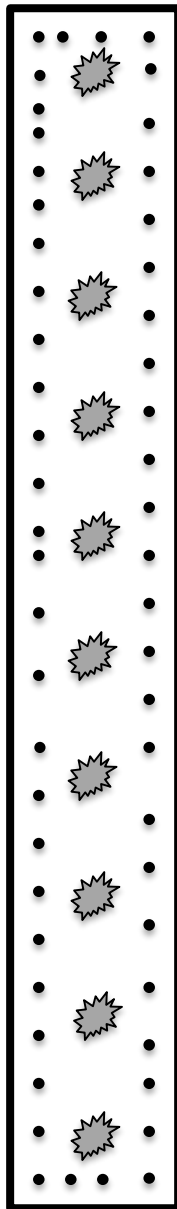
Sweetbay Ridge Median

1 3/4" crushed river rock will be added on top of existing wood mulch.

A weed barrier will be placed below the rock.

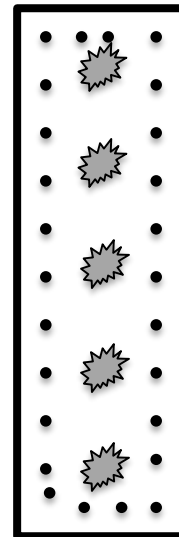
**We will remove some of the current plants that are currently in the median. Day Lilies will outline the median and all interior plants will be removed.

Back Median



14ft.

Front Median



140 ft.

14ft.

• = Day Lilies

☼ = Trees

300 ft.















Public Works Committee

5. 3.

Meeting Date: 10/20/2015

By: Chris Anderson, Community
Development

Title:

Consider Vacating Permanent Road Easement over a portion of 14911 Ramsey Blvd and the Parcel to the North with a Property Identification Number (PIN) of [22-32-25-33-0017](#)

Purpose/Background:

In 1978, the City was deeded a fifty (50) foot wide Permanent Road Easement (the "Easement") that partially encumbered 14911 Ramsey Blvd and the property directly to the north (together, the "Subject Property"). The purpose of the Easement appears to have been for a future service road to parallel Ramsey Blvd. However, this service road is no longer necessary for public purposes.

Timeframe:

15 minutes

Observations/Alternatives:

The general public likely assumes that this is simply the driveway providing access to the Ramsey Market business that operates on the Subject Property. However, due to the Easement, the City is responsible for maintenance for this stretch of pavement, including plowing, repairs and resurfacing. With no apparent need for this Easement any longer, the City could realize some slight cost savings by vacating the Easement, which would eliminate the City's maintenance obligations.

The attached Ordinance #15-16 is in DRAFT form as Staff is still working on completing the specific legal description for the vacation. The Subject Property is unplatted, thus, the southerly portion of the Easement will need to be retained for public purposes for traversing 149th Ave. Staff will have the correct legal description inserted into Ordinance #15-16 prior to introduction with City Council.

Alternatives:

Option 1: Recommend that the City Council adopt Ordinance #15-16, vacating the Easement on the Subject Property. The purpose of the Easement appears to have been to accommodate a service road parallel to Ramsey Blvd. However, based on the development of the land to the north of the Subject Property, a service road is no longer feasible. This option eliminates the City's maintenance obligations and should result in a slight cost savings to the City over time. Staff supports this option.

Option 2: Recommend that the City Council not vacate the Easement on the Subject Property. There does not appear to be a need for this Easement any longer. Vacating the Easement would not impede or impact access to the existing business on the Subject Property. If the Easement were vacated, the access would continue as is with the only difference being that the owner of the Subject Property would now be responsible for its maintenance. If the Easement were to be retained, the City would continue with general maintenance activities such as snow plowing, pot hole repairs, and potentially resurfacing/reconstruction in the future. Staff does not support this option.

Funding Source:

The processing of this Ordinance is being handled as part of Staff's regular duties.

Recommendation:

Staff recommends adopting Ordinance #15-16 vacating the Permanent Road Easement on the Subject Property.

Action:

Motion to recommend that City Council adopt Ordinance #15-16 vacating the fifty (50) foot Permanent Road Easement on 14911 Ramsey Blvd and on the parcel with a Property Identification Number (PIN) of

[22-32-25-33-0017](#).

Attachments

[Site Location Map](#)

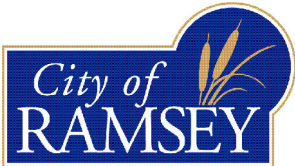
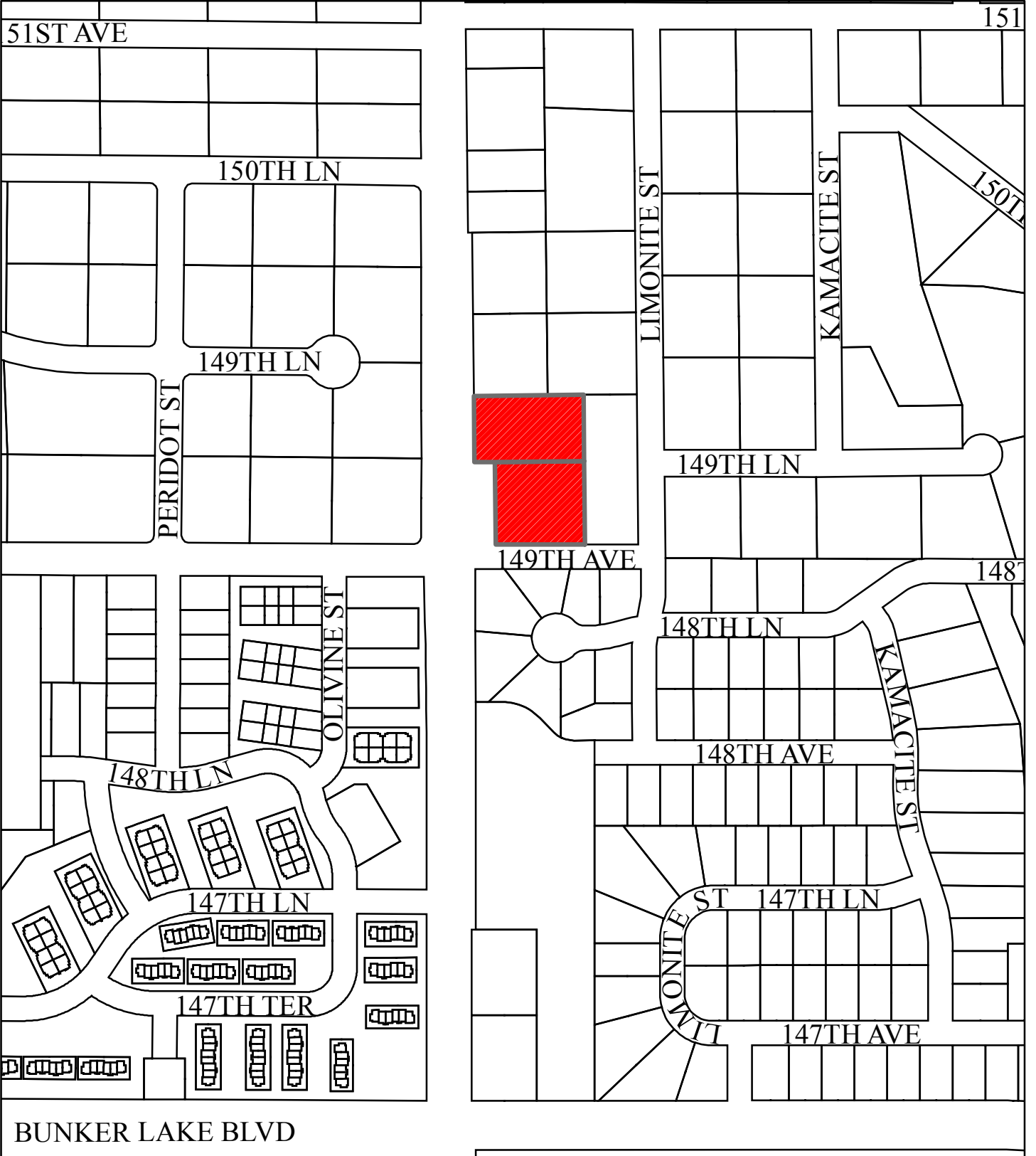
[Exhibit Highlighting Easement Area](#)

[Deeds to the City of Ramsey Granting Permanent Road Easement](#)

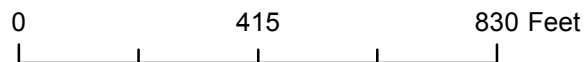
[DRAFT Ordinance #15-16](#)

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	10/15/2015 03:47 PM
Grant Riemer	Grant Riemer	10/15/2015 04:41 PM
Kurt Ulrich	Kurt Ulrich	10/15/2015 04:48 PM
Form Started By: Chris Anderson		Started On: 10/14/2015 10:01 AM
Final Approval Date: 10/15/2015		



Subject Property

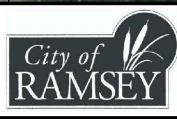




DATE	REVISION

Oct 14, 2015 - 9:13am
 C:\Users\Uferiancek\Documents\Drawing2.dwg

DATE:
 6/15/15



CITY OF RAMSEY
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 (763) 427-1410 FAX (763) 433-9898

14911 Ramsey Blvd

1 OF 1

This Indenture, Made this 2ND day of June, 1978
between POLKA DOT DAIRY, INC., a Minnesota corporation,
a corporation under the laws of the State of Minnesota
CITY OF RANNEY, a Municipal Corporation, party of the first part, and
~~INCORPORATED~~ under the laws of the State of Minnesota party of the second part,

Witnesseth, That the said party of the first part, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration of DOLLARS to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Quitclaim, and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract or parcel of land lying and being in the County of ANKA and State of Minnesota, described as follows, to-wit:

A permanent easement for road purposes over and across the following described property:

The East 50 feet of the West 110 feet of the South 233 feet of the Southwest Quarter of the Southwest Quarter of Section 22, Township 32, Range 25 in Anoka County, Minnesota, as measured along the West and South lines of said Southwest Quarter of Southwest Quarter.

STATE DEED TAX DUE HEREON: None

Together with all the hereditaments and appurtenances thereunto in anywise connected therewith, to the said party of the second part, its successors and assigns.

No Corporate Seal

In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its President and its Sec. - TREAS. LAURENCE P. PELLET this 2ND day and year first above written.

POLKA DOT DAIRY, INC.

By Laurence P. Pellet

Laurence P. Pellet President

Laurence P. Pellet

State of MA
County of DA

The foregoing is this 2ND day of

by WALSH

and by HERE

of POLKA DOT DAIRY

Minnes
STATE



THIS INSTRUMENT WAS
WEAVER, TALLE & CO
316 East Main Street
Anoka, Minnesota 55410

GRANTED: City of
14100 St.
Anoka, MN

Repealed Form No. 44

Form No. 499175

QUIT CLAIM DEED

Corporation to Corporation



TO

Charles C. ...
State of Minnesota

4th Div. of Minn. State
Notary Public (Revised 1974)
499175
1978

of the first part, and
of the sum of
DOLLARS,
herby acknowledged
id part, its successors
County of

ly described
Southwest
25 in Anoka
and Southwest

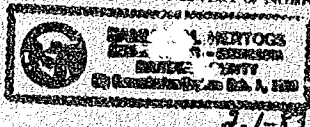
variousness there-
books and copies.

has caused these
to
written.

President

Treasurer

State of Minnesota,
County of DAKOTA
The foregoing instrument was acknowledged before me
this 2ND day of JUNE 1978
by WALLACE R. PETTIT, PRESIDENT
and by HERBERT P. KOCH, SECRETARY-TREASURER
of FOLKA DUT DAIRY, INC.,



THIS INSTRUMENT WAS DRAFTED BY
WEAVER, TALLE & JERRICK
316 East Main Street
Anoka, Minnesota 55303

GRANTEES: City of Ramsey
14100 St. Francis Blvd.
Anoka, Mn

corporation, on behalf of the corporation.
Samuel H. Heston
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT
(TITLE OR RANK)

ENTERED
William K. Goodrick
Herbert P. Koch

MINN. STAT. PA. 11.
Form No. 499175
QUIT CLAIM DEED
Conveyance to Corporation
TO
City of Ramsey
State of Minnesota
County of ANOKA
I hereby certify that the within Deed
was filed in this office for record on the
day of JUNE 13 1978
at 5 o'clock P. M.
and was duly recorded in Book
of Deeds page
or
Traced. Unrecorded
and was duly recorded as instrument
in
By *Herbert P. Koch* Deputy
County Auditor
To William K. Goodrick and Transfer
entered this day of
15
County Auditor
Deputy
Name
William K. Goodrick - Attorney
316 East Main Street
Anoka, Mn. 55303
Address
William K. Goodrick

WITNESSETH, Made this 21st day of February, 1917

Witness

ARTHUR HARTER, JR. and PEARL POLSTER, husband and wife,

of the County of Ancker and State of Minnesota, were late of the first part, and CITY OF MINNEAPOLIS, a Municipal Corporation, second part, parties of the second part,

That the said parties of the first part, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Sell, Convey, and Certify unto the said party of the second part its successors and assigns, forever, all the lot or parcel of land lying and being in the County of Ancker and State of Minnesota, described as follows, to-wit:

A certain parcel of land situated and being the following described premises:

The East 20 feet of the West 110 feet of the North 161.17 feet of the South 125.17 feet of the 4th Section 17, of the Township 174 of Range 12, Township 17, Range 12, in Ancker County, Minnesota, as measured along the North and West lines of said Section 17 of the Township 174.

GRANTY
Tax Statements for the Real Property described in this instrument are on file in the office of the County Auditor of Ancker County, Minnesota, and are subject to the provisions of the laws of the State of Minnesota relating to the same.

WITNESSETH THE HANDS AND SEALS OF THE SAID PARTIES OF THE SECOND PART, this 21st day of February, 1917.

THE SAID CITY OF MINNEAPOLIS, together with all the hereditaments and appurtenances thereto in anywise appertaining, to the said party of the second part, its successors and assigns forever.

THE SAID CITY OF MINNEAPOLIS, The said party of the first part has no account or claim against the said party of the second part.

Arthur Harter, Jr.
Pearl Polster

OUT CLAIMED
Return to Paper

State of ~~Minnesota~~ **MINNESOTA**

County of **ANOKA**

The foregoing instrument was acknowledged before me on ^{4th} ~~10th~~ day of **May**, 1976, by **August Peltzer, Jr. and Paul Peltzer,** husband and wife.

THIS INSTRUMENT WAS DRAFTED BY
EDWARD TALLE & HERRICK
116 East Main Street
Anoka, Minnesota 55303

Richard Peltzer
ANOKA COUNTY
SHERIFF PUBLIC - EXAMINER
ANOKA COUNTY
MINNESOTA 55303
2-2-84

ENTERED
Chas. J. ...
Richard Peltzer
...

MINNESOTA
QUIT CLAIM DEED
I hereby certify that the within deed was filed in the office of the Register of Deeds of Anoka County, Minnesota, on this 4th day of May, 1976, at 11:53 a.m. and was duly recorded in Book *...* of *...* by *...* Deputy Register of Deeds.
State paid and I therefore extend the day of *...*
County of *...*
City of *...*
I, *...* Register of Deeds, do hereby certify that the within deed was duly recorded in the office of the Register of Deeds of Anoka County, Minnesota, on this 4th day of May, 1976, at 11:53 a.m. and was duly recorded in Book *...* of *...* by *...* Deputy Register of Deeds.
State paid and I therefore extend the day of *...*
County of *...*
City of *...*

503856

City Ordinance.

Made this

15th

day of

June

19 78

between

JAMES E. NIKE and MARIANET A. NIKE, husband and wife,

of the County of Anoka and State of Minnesota

parties of the first part, and CITY OF RONSEY, a Municipal Corporation,

parties of the second part, under the laws of the State of Minnesota,

That the said part 1st of the first part, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Grant, Bargain, Quitclaim, and Convey unto the said party of the second part, its successors and assigns, forever, all the tract or parcel of land lying and being in the County of Anoka and State of Minnesota, described as follows, to-wit:

A permanent easement for road purposes over across the following described property:

The East 50 feet of the West 110 feet of the North 161.37 feet of the South 394.37 feet of the Southwest 1/4 of the Southwest 1/4 of Section 22, Township 32, Range 25, in Anoka County, Minnesota, as measured along the South and West lines of said Southwest 1/4 of the Southwest 1/4.

GRANTEE

Tax statements for the Real Property described in this instrument, as well as the grantee

[Signature]
CITY OF RONSEY
MAYOR

STATE USED TAX (SEE HEREIN): Exempt

To Have and to Hold the Above. Together with all the hardships and expences thereunto belonging or in anywise appertaining, to the said party of the second part, its successors and assigns, forever.

In Testimony Whereof. The said part 1st of the first part has hereunto set their hand and seal this 15th day of June 1978.

[Signature]
JAMES E. NIKE

[Signature]
MARIANET A. NIKE

County of Anoka
The foregoing was read
and approved
at a meeting of the Board of Commissioners
held on June 15, 1978
at Anoka, Minnesota
Mayor

Not a valid document in Minnesota
CITY CLERK
Not a valid document in Minnesota

COURT OF JUDICATURE

County of APLESA

The foregoing instrument, recorded before me this Raymond J. Hall
day of June 13 1919, by JAMES E. RUNKLE and MARGARET A. RUNKLE, husband
and wife.

THIS INSTRUMENT WAS RECORDED BY
NEWBER, TALLE & HENRICK
316 East Main Street
MORRIS, Minnesota 55453

Margaret A. Runkle

ENTERED

Aug 7 1919
Walter J. Hall
Recorder

STATE OF MINNESOTA
 COUNTY OF APLESA
 JAMES E. RUNKLE
 MARGARET A. RUNKLE
 HUSBAND AND WIFE

TO HAVE AND TO HOLD unto the said County of ApleSA, Minnesota, the sum of Five Dollars (\$5.00) to the use of the said County of ApleSA, Minnesota, for the purpose of paying the cost of recording this instrument.

WITNESSETH my hand and seal of office this 13th day of June 1919.

Raymond J. Hall
 Notary Public in and for the State of Minnesota

My Comm. Expires June 13, 1920

Subscribed and sworn to before me this 13th day of June 1919 at Morris, Minnesota.

James E. Runkle
Margaret A. Runkle

Notary Public in and for the State of Minnesota

My Comm. Expires June 13, 1920

Recorded for \$100

316 E. Main
 Morris, Minn. 55453

ORDINANCE NO. 15-16

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

AN ORDINANCE VACATING A PERMANENT ROAD EASEMENT IN THE CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA

The City of Ramsey Ordains:

SECTION 1. AUTHORITY

This ordinance is adopted pursuant to and under the authority of the Home Rule Charter of the City of Ramsey, Section 12.06 and Minnesota Statutes 412.851

SECTION 2. VACATION

The following described permanent road easement is hereby vacated, to-wit:

The East 50 feet of the West 110 feet of the..... of the Southwest ¼ of the Southwest ¼ of Section 22, Township 32, Range 25, in Anoka County, Minnesota, as measured along the West and South lines of said Southwest ¼ of the Southwest ¼.

SECTION 3. EFFECTIVE DATE

This Ordinance becomes effective thirty (30) days after its publication subject to the City Charter Section 5.07.

PASSED by the City Council of the City of Ramsey this the ___ day of _____, _____.

Mayor

ATTEST:

City Administrator

- Introduction Date:
- Posting Dates:
- Adoption Date:
- Publication Date:
- Effective Date:

Public Works Committee

5. 4.

Meeting Date: 10/20/2015

Submitted For: Grant Riemer, Engineering/Public Works

By: Grant Riemer, Engineering/Public Works

Title:

Approve Installation of Priority Street Light

Purpose/Background:

The purpose of this case is to seek approval for the installation of a priority street light at the intersection of 180th Ave and County Road 5. Since the early 1990's, the City has pursued a program for installing street lights along higher speed arterial roadways.

Timeframe:

10 Minutes

Observations/Alternatives:

Priority street lights serve the public by giving advance warning to motorists that an intersection is approaching. The light reduces the need for the motorist to slow down and search for the intersection during night time or low light conditions and also gives some warning of the possibility of cross traffic entering the road. The light will be installed on the power pole on the west side of CR 5 approximately 65 feet south of the intersection. Connexus's policy is to use LED lighting on all new installations. Cost of installation would be \$2011.00

Funding Source:

9603-1730

Recommendation:

Staff recommendation is to approve installation of priority street light at the intersection of 180th ave/ County Road 5

Action:

Motion to approve installation of priority street light at the intersection of 180th Ave and County Road 5 or reject staff recommendation and approve alternative motion based on committee discussion.

Attachments

Quote

Form Review

Inbox

Kurt Ulrich

Form Started By: Grant Riemer

Final Approval Date: 10/15/2015

Reviewed By

Kurt Ulrich

Date

10/15/2015 04:44 PM

Started On: 10/15/2015 08:03 AM

Outdoor Lighting New Construction

Bill To: RAMSEY CITY OF *
7550 SUNWOOD DR

ANOKA MN 55303

Quote Number	LGT0000158
Date	10/14/2015
Customer ID	444931
Service Order	SORD000W1533361
Representative	beckberg
Page	1

Re: Outdoor Lighting System at: STREET LIGHTS

This invoice/quote includes the costs of all materials and labor for your outdoor lighting system. If you accept the quote and elect to move forward with this project, full payment is required prior to the installation.

Installation of your outdoor lighting system is subject to the enclosed Conditions of Service. Please review these documents and return your payment, the payment voucher below, and a signed copy of the Conditions of Service.

****Do not combine payment for this invoice with electric service payments or application may be delayed.****

Quantity	U of M	Unit Price	Description	Ext. Price
1	EA	\$916.00	COMPLETE LIGHT FIXTURE(S)	\$916.00
1	EA	\$920.00	TRANSFORMER	\$920.00
1	EA	\$150.00	PERMIT	\$150.00
1	EA	\$25.00	PERMIT ADMINISTRATION FEE	\$25.00
Subtotal:				\$2,011.00
Tax:				\$0.00
Total:				\$2,011.00

beckberg 10/14/2015 3:22:53 PM
180th Ave & County Rd 5

Detach Along Line

Please Remit with Payment!

Customer Number: 444931
Amount Due: \$2,011.00

Quote: LGT0000158
Service Order: SORD000W1533361
Due Date: 10/14/2015

RAMSEY CITY OF *
7550 SUNWOOD DR

Remit To: Connexus Energy
Attn: AR Accounting
14601 Ramsey Blvd
Ramsey, MN 55303

ANOKA MN 55303



14601 Ramsey Boulevard
Ramsey, Minnesota 55303
763.323.2600
Fax: 763.323.2603
www.connexusenergy.com
info@connexusenergy.com

OUTDOOR LIGHTING SYSTEM CONDITIONS OF SERVICE

City of Ramsey
7550 Sunwood Dr.
Ramsey, MN 55303

SORD000W1533361

RE: OUTDOOR LIGHTING SYSTEM AT: 180th Ave & County Rd 5

The enclosed outdoor lighting quote is valid for 120 days. If you accept the quote and elect to move forward with the project, full payment is required prior to the installation. There could be additional winter construction charges if your outdoor lighting system is installed between November 1st and April 1st. Connexus Energy reserves the right to revise charges due to circumstances beyond our control.

Your outdoor lighting system will be connected before your electric meter and qualifies for Connexus Energy's Outdoor Lighting Energy & Maintenance rate. This rate adheres to Connexus Energy's published rate schedule, and is subject to change without notice.

Connexus Energy will provide full maintenance on your outdoor lighting system for a period of 25 years, (subject to the terms and conditions of Connexus Energy's outdoor lighting policies.

Connexus Energy is not responsible for restoring, to its original condition, the lawn, yard, land, etc., which might be disturbed during installation. We will, however, make all reasonable attempts to minimize site damage during installation.

Consumer is responsible for marking all privately owned utilities (i.e. well, septic system, invisible fencing, etc.)

Enclosed is a copy of the outdoor lighting design for your review. Please indicate your acceptance of this quote and design by signing on the line below and returning this document, along with your payment and payment voucher, in the envelope provided.

Due to the long lead time required to obtain materials, please return this document at your earliest convenience.

Sincerely,

Becky Bergherr
Engineering Services Specialist

SIGNATURE

DATE

PRINT NAME HERE



14601 Ramsey Boulevard
Ramsey, Minnesota 55303
763.323.2600
Fax: 763.323.2603
www.connexusenergy.com
info@connexusenergy.com

Outdoor Lighting

Energy and Maintenance Agreement

City of Ramsey
7550 Sunwood Drive
Ramsey, MN 55303

Account #444931-173704

Location: 180th Ave & County Rd 5 (Service order: SORD000W1533361)

Connexus Energy shall provide the energy and maintenance for the outdoor lighting system as detailed below:

- (1) LED Cobra fixture installed on existing wood pole

The current energy and maintenance rate for these fixtures is \$6.76 per month, per fixture. This rate adheres to Connexus Energy's published rate schedule, and is subject to change.

Maintenance of the fixtures, including lamp replacement, will be provided by Connexus Energy for a period of 25 years (According to Connexus Energy's Outdoor Lighting Guidelines). If, in Connexus Energy's opinion, after 25 years, the condition of the outdoor lighting system is such that replacement or significant renovation is necessary (due to deterioration from age), the customer will be responsible for the replacement cost.

Please indicate your acceptance of this monthly Energy and Maintenance Agreement by signing on the line below and returning one copy in the envelope provided.

Sincerely,

Becky Bergherr
Engineering Services Specialist

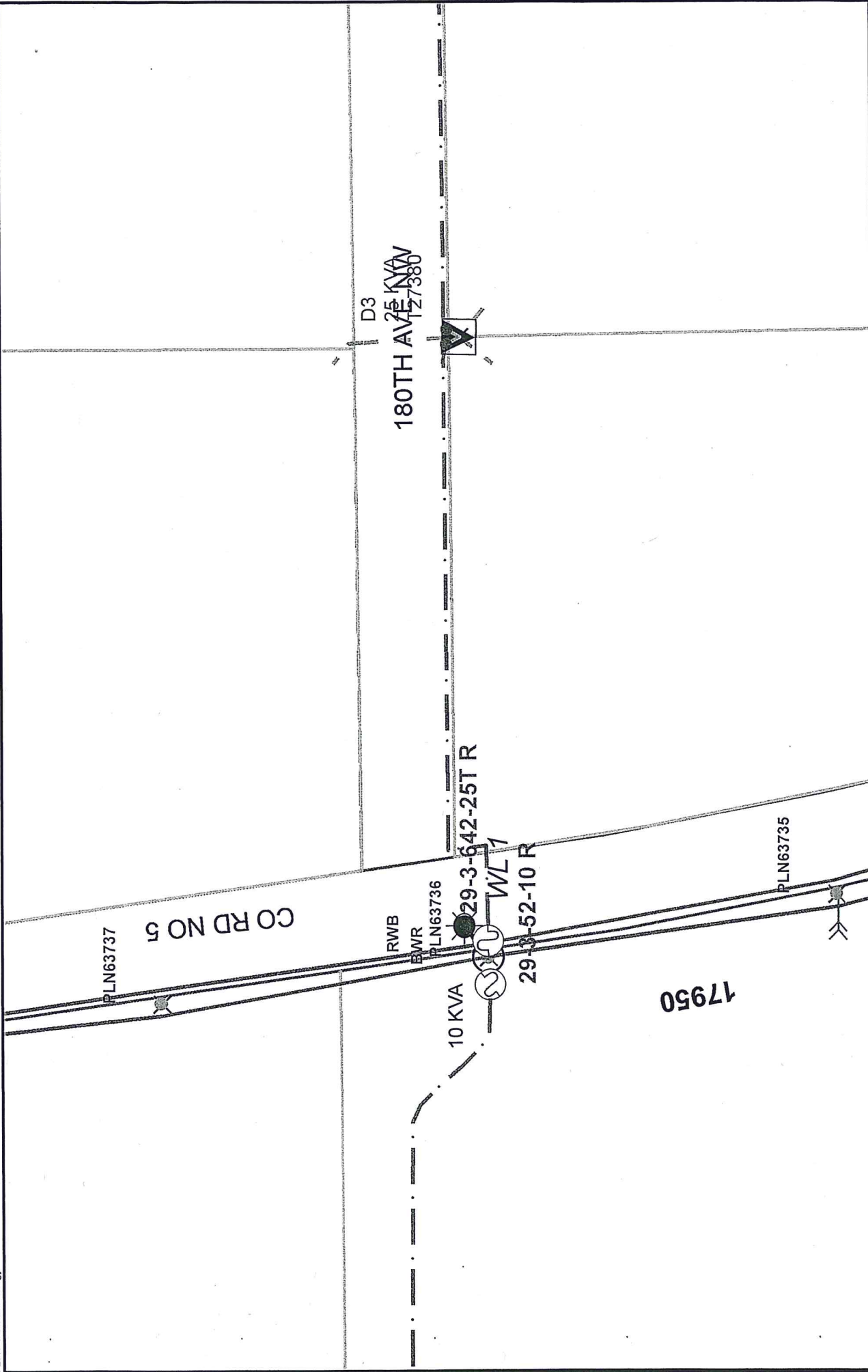
October 14, 2015

(Accepted By)

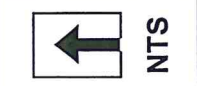
(Date)

(Print Name)

(Title)



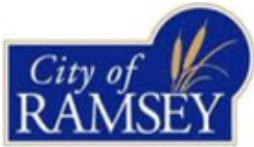
WO#: W1533361
 Date: 10/14/15
 Designer: DAN JOHNSON
 763.323.4265



CITY OF RAMSEY LIGHT AT 180TH AND NOWTHEN BLVD
 Addr: 180TH AVE AND NOWTHEN BLVD (COUNTY 5)
 City: RAMSEY
 T/R/S: 32-25-3
 Job: QS2903NW

CONNEXUS ENERGY
 14601 Ramsey Blvd.
 Ramsey, MN 55303

THIS PRINT REPRESENTS THE LOCATION OF ELECTRICAL FACILITIES AS OF THE PRINTED DATE TO THE BEST OF OUR KNOWLEDGE. THIS INFORMATION IS INTENDED FOR GENERAL USE ONLY AND IS NOT TO BE USED FOR EXCAVATION PURPOSES. STATE LAW REQUIRES ANYONE DIGGING, GRADING OR EXCAVATING TO OBTAIN A FIELD LOCATION OF ALL UTILITIES. CALL GOPHER STATE ONE CALL FOR A FIELD LOCATION AT 1-800-252-1186.



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

Public Works Committee

5. 5.

Meeting Date: 10/20/2015

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Title:

Receive Update on Public Works Campus Space Needs Analysis

Purpose/Background:

PURPOSE

Receive update on Public Works Campus *Space Needs Analysis* (specifically, concept site maps and preliminary costs). Preliminary feedback is welcome. No specific direction is requested. This case will come back to the Public Works Committee in November for further (and more detailed) review. In November, the architect managing this analysis, BKV Group, will make a detailed presentation.

BACKGROUND

On June 09, 2015, the City Council authorized Staff to complete a space needs analysis for a potential future public works campus. Detailed background information on this case (public works campus, space needs analysis, process, funding, etc.) can be found by referencing the attached case. A more detailed case write-up will be provided in the November Public Works Committee meeting.

Notification:

NA

Observations/Alternatives:

NA

Funding Source:

NA

Recommendation:

NA

Action:

PURPOSE

Receive update on Public Works Campus *Space Needs Analysis* (specifically, concept site maps and preliminary costs). Preliminary feedback is welcome. No specific direction is requested. This case will come back to the Public Works Committee in November for further (and more detailed) review. In November, the architect managing this analysis, BKV Group, will make a detailed presentation.

Space Needs Analysis (partial and preliminary)

Process Outline

BKV Group Proposal (Step 1 Space Needs)

06 09 2015 (Original Ref Maps)

06 09 2015 Council Case

Form Review

Inbox

Kurt Ulrich

Form Started By: Patrick Brama

Final Approval Date: 10/15/2015

Reviewed By

Kurt Ulrich

Date

10/15/2015 04:55 PM

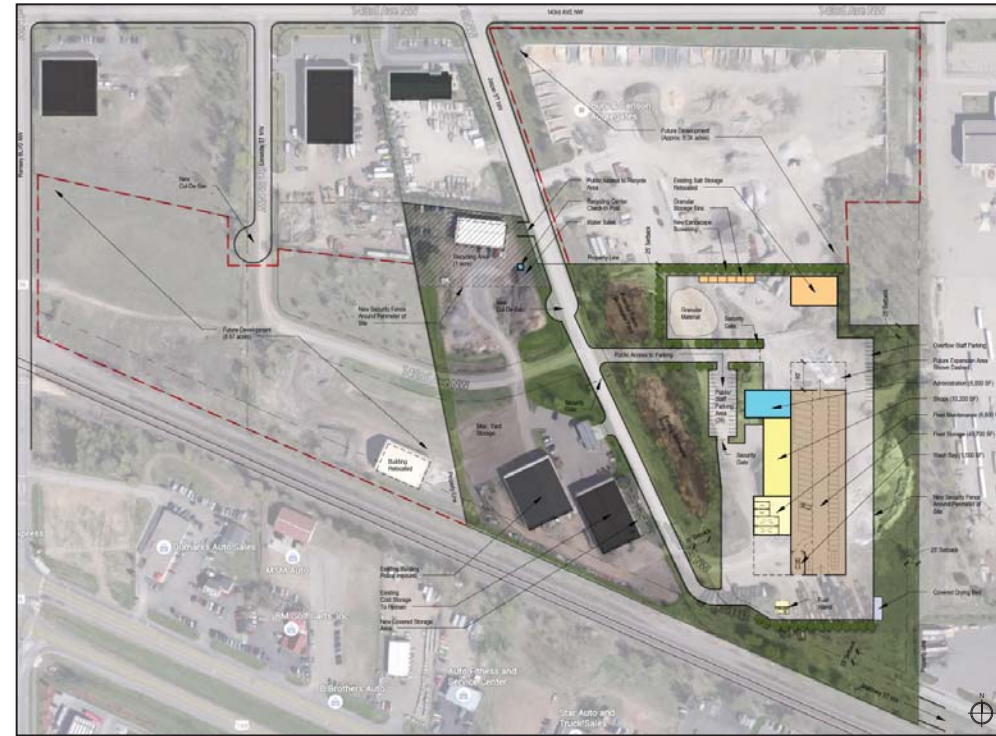
Started On: 10/15/2015 12:57 PM

An aerial photograph of an industrial area in Ramsey, MN. The image shows several large industrial buildings, parking lots, and roads. A semi-transparent white box is overlaid on the top-left portion of the image, containing text. The text includes the title 'City of Ramsey, MN Public Works Study', the meeting name 'Public Works Committee Review Meeting', and the date '10/20/2015'. The background map shows streets such as 14th Ave NW, 15th Ave NW, and 16th Ave NW. Various businesses are labeled, including 'Bury & Carlson Aggregates', 'ATM Express', 'Dumarks Auto Sales', 'MSM Auto', 'RM Golf Carts, Inc', 'B Brothers Auto', 'Auto Fitness and Service Center', and 'Star Auto and'.

City of Ramsey, MN Public Works Study

Public Works Committee Review Meeting
10/20/2015

Option A



Total Site Area: 15.50 acres
Total Developable Area: 18.03 acres

Total Estimated Project Cost:
\$14 Million (Based on 2017 values)

Option B



Total Site Area: 11.40 acres
Total Developable Area: 21.98 acres

Total Estimated Project Cost:
\$14.8 Million (Based on 2017 values)

Option C



Total Site Area: 13.62 acres
Total Developable Area: 19.80 acres

Total Estimated Project Cost:
\$13.9 Million (Based on 2017 values)

Option D

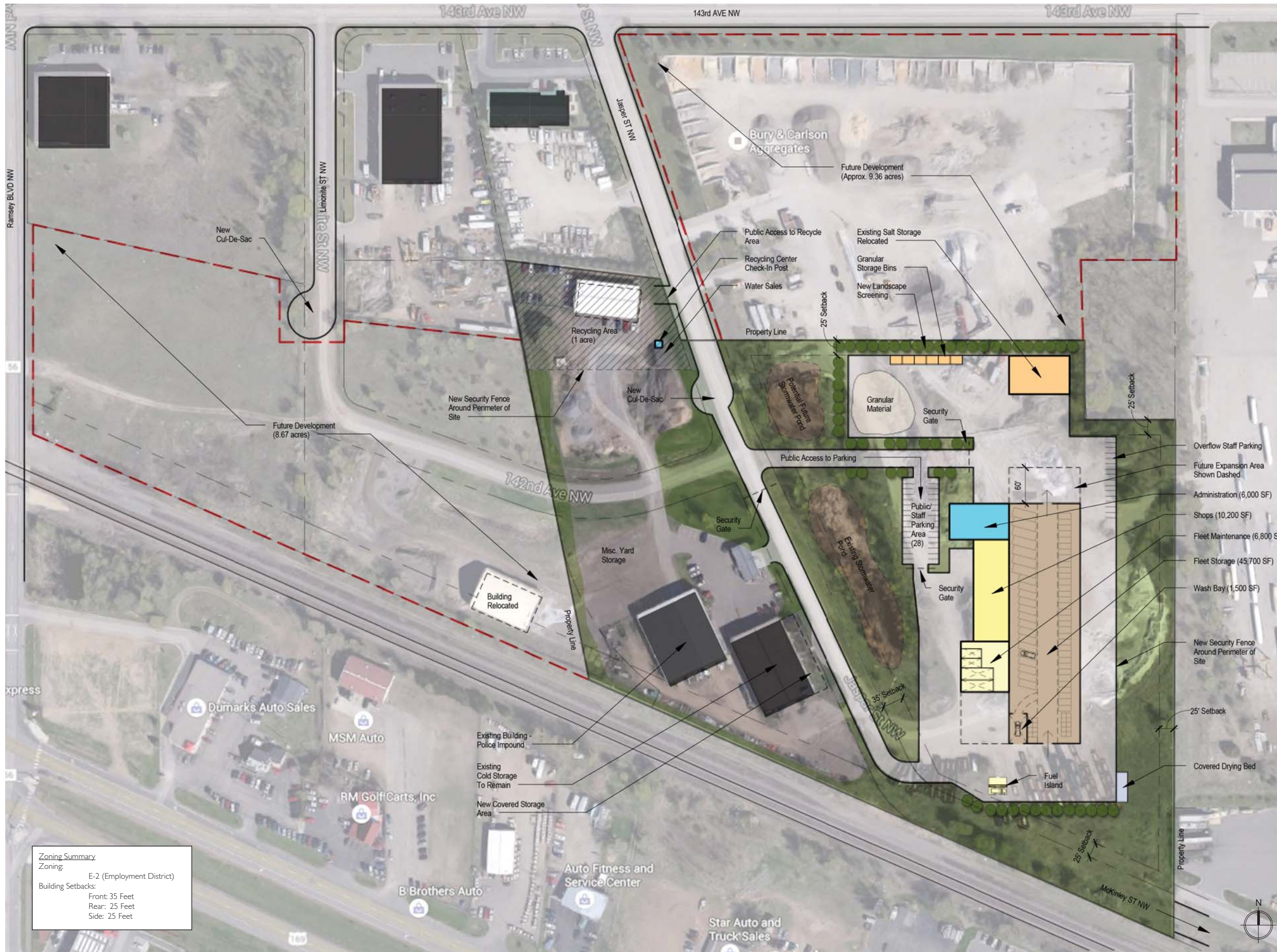


Total Site Area: 9.68 acres
Total Developable Area: 23.91 acres

Total Estimated Project Cost:
\$13.7 Million (Based on 2017 values)

Preferred Options

Additional Options Studied



Zoning Summary
 Zoning: E-2 (Employment District)
 Building Setbacks:
 Front: 35 Feet
 Rear: 25 Feet
 Side: 25 Feet

Pros:

- Utilizes existing cold storage buildings
- Efficient centralized operation / circulation
- Room for future growth / expansion
- Existing stormwater pond can remain in-place

Cons:

- Salt storage building needs to be relocated

Estimated Project Cost:

Building Cost = \$10,908,500
 Site Work = \$400,000
 Sub Total = \$11,308,500

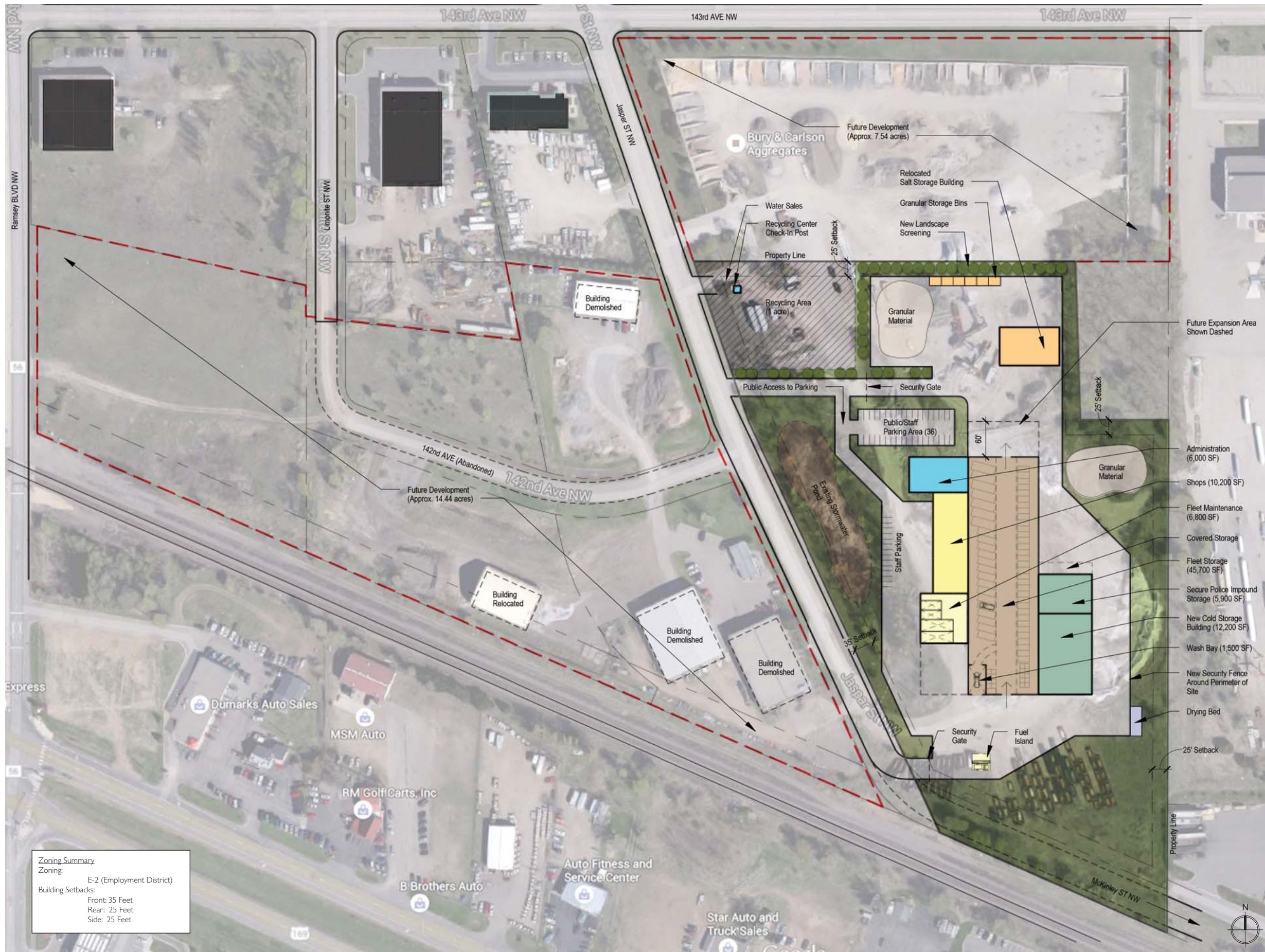
Construction & Design
 Contingency = \$565,425

Soft Costs
 (A&E, FF&E, Etc.) = \$1,400,000

Total Estimated Project Cost =
 \$13,273,925 (Based on 2016 values)

**Total Estimated Project Cost =
 \$13,967,621** (Based on 2017 values)

Option A
 15.50 acres



Zoning Summary
 Zoning: E-2 (Employment District)
 Building Setbacks:
 Front: 35 Feet
 Rear: 25 Feet
 Side: 25 Feet

Pros:

- Operations are centralized with efficient circulation
- Room for future expansion
- Existing stormwater pond can remain in-place

Cons:

- New cold storage/police impound building required
- Salt storage building needs to be relocated

Estimated Project Cost:

Building Cost = \$11,744,500
 Site Work = \$300,000
 Sub Total = \$12,044,500

Construction & Design
 Contingency = \$602,000

Soft Costs
 (A&E, FF&E, Etc.) = \$1,400,000

Total Estimated Project Cost =
 \$14,046,500 (Based on 2016 values)

**Total Estimated Project Cost =
 \$14,778,825 (Based on 2017 values)**

Option B
 11.40 acres

Ramsey Public Works Campus

PROCESS/PROJECT OUTLINE

Estimated Cost: \$6M-\$12M

1. Space Needs Analysis

Summer/Fall 2016

\$20,000

The purpose of this step is to answer a number of questions regarding the existing Public Works site. For example, how are we operating today; and what resources do we have today? What resources/ facilities do we need now and in the future? Can we renovate the existing Public Works campus/ buildings? Should we demolish and rebuild? What alternatives for location and design of a new campus exist; and how much do they cost? Construction of a new Public Works campus will result in available land for redevelopment—what is the highest and best use for redevelopment?

DELIVERABLES:

- Feasibility Report
- Space Needs Analysis
- Master Planning

2. Preliminary Design

Summer 2017

\$65,000

The purpose of this stage is to develop schematic designs of the new Public Works Campus; and to select a design. The outcome of this stage is preliminary architectural designs, preliminary site plan documents, preliminary project budget, and overall project design selected.

DELIVERABLES:

- General Building Design and Layout Selected
- Preliminary Detailed Budget, Architectural Plans, and Site Plans

3. Final Design, Specs, Bid Docs

Summer 2018

\$190,000

The purpose of this stage is to develop final detailed site plans, architectural plans, civil plans, landscaping plans, electric/ mechanical plans, construction specifications, bid documents, and project budget. This work does have a shelf life of five years. This is work will need to be completed in order to construct a new Public Works Campus. Essentially, the project would be ready-to-bid after this step.

DELIVERABLES:

- Final detailed plans, specifications, bid documents, and budget
- Project would be ready to bid

4. Bidding & Bid Award

Winter 2018/19

\$15,000

The purpose of this stage is to bid and potentially award the proposed construction project to a general contractor. Staff would recommend the City Council have a detailed/formal policy discussion regarding this project before this step is completed. This would entail a detailed review of the project budget and the proposed funding source (bonding). The outcome of said discussion would be consensus support from policy makers for construction of a new Public Works Campus, or not.

DELIVERABLES:

- Bid Tabulation and Potential Bid Award

6. Construction Administration

2019/2020

\$20,000

The purpose of this stage is to physically construct a new Public Works and provide construction administration services. This step would be authorized when a bid is awarded. The number above only outlines the cost for the architect to provide construction administration services (project management).

DISCLAIMER: other than step 1, all numbers included this document are very preliminary, in draft form, unofficial, and not developed by licensed professionals. As this process unfolds, accurate numbers will be provided. These numbers should be utilized for reference purposes only.



Architecture
Interior Design
Landscape Architecture
Engineering

Boarman
Kroos
Vogel
Group
Inc.

222 North Second Street
Minneapolis, MN 55401
Telephone: 612.339.3752
Facsimile: 612.339.6212
www.bkvgroup.com
EOE

May 14, 2015

Ramsey Fire Department
7550 Sunwood Drive NW
Ramsey, MN 55303

Attention: Pat Brama, Assistant City Administrator
EMAIL: pbrama@cityoframsey.com

RE: Professional Service Proposal for Public Works Study

Pat:

We are pleased to submit this proposal to provide professional services to assist the City in assessing and studying the City's public works facility.

In addition to our long relationship in working with the City of Ramsey BKV Group is a 37 year old Minnesota firm that has provided over 140 government studies. Of that total over 30 have been studies and construction projects of public works facilities. In addition to our experience Ron Hilton with Facility Maintenance Consultants, who is a national expert is part of our team in public works planning. I have attached his firm's information with this proposal.

The information in the proposal shows the steps we would typically propose for these types of studies. However our goal is to tailor our approach to fit the City's and department's objectives, to achieve that we welcome the opportunity to review this in detail and refine as appropriate.

Our studies are structured to develop thorough and accurate data to help the City and Council in making informed decisions on how best to approach possible options and cost associated with long range planning.

The planning steps we would propose to assist the City in looking at existing conditions, operational planning and long range master planning are as follows:

A. DISCOVERY PHASE

At the start of the study we will request copies of the following information to start to get familiar with your facility and operations prior to our kick off meeting.

1. Public Works organizational chart and staffing
2. All operations performed by Public Works
3. List of all current and planned public works equipment
4. List and size of any remote storage areas not associated with a facility.
5. List of all city vehicles and equipment sorted by department and location.
6. List of items currently in cold storage.
7. Infrastructure statistics. e.g. lane miles, miles of storm piping, miles of water distribution, number of signalized intersections
8. Past 2 years of utility cost
9. Existing site and building plans

B. FACILITY ASSESSMENT

This step involves an architectural and engineering assessment of the buildings, their conditions, code compliance and energy usage.

Prior to the tour we will have a kick off meeting to review City concerns, operational needs, etc. Our approach for the assessment will involve architects and engineers from our firm touring and inspecting the existing buildings and site. This walk-thru will review the building and focus on identifying general conditions, maintenance, life-cycle replacements and code issues. Following the on-site inspection, a building audit report will be developed.

This assessment report will document the following:

1. Site conditions, drainage, paving, utilities
2. Building shell condition, age of roof, windows, weather seals, insulation values
3. General mechanical system conditions, capacities and deficiencies
4. General electrical system conditions, capacities and deficiencies
5. Review of structures and systems, identification of maintenance/replacement needs
6. Code required up-grades related to expansion or renovation
7. ADA accessibility required up-grades related to expansion or renovation
8. Identification of any suggested further investigations such as structural or soils testing
9. Energy usage and efficiency of the buildings
10. Operational shortfalls
11. Estimate maintenance / repair cost associated with existing conditions

The findings of the facility assessment will be documented in a Building Audit Report which will outline any findings and recommendations that may affect long-range master planning options. Included in the audit will be plans and photos to documents conditions.

Based on the information in the audit initial reuse and or replacement strategies will be reviewed with the City team.

C. FACILITY SPACE PROGRAMMING

To fully understand and help develop long range planning needs current and potential future operations for the department need to be explored. Historic and projected staffing needs to be reviewed as well as technology systems and any service or equipment changes.

1. Plan Development

The team will take the existing city plans and prepare plans that indicate how each area is currently being utilized. These plans will help to identify current use as well as be a basis for showing potential use and remodeling. The plans will be utilized to verify existing department areas and ways to achieve maximum utilizations of existing areas.

2. Space Needs Assessment

We conduct Space Needs Assessments to review and identify operational space needs for public works which deals with staff, services, equipment and repairs. The assessment incorporates information gained through the following; department interviews, space standard diagrams, services provided, staffing changes, facility comparisons and program documentation.

a. Space Standards

Space diagrams are developed for each space identified in the program to help show required areas, arrangement of equipment, clearances, etc. These form the initial standards used in developing conceptual plans.

The information gathered through this process will result in a program document which clearly identifies long range facility space needs. This document will include a spreadsheet listing of spaces required, projected over 5, 10 and 15 year periods. The total building area required will be identifiable based on operational requirements, the Space Program and backed up by the detailed Space Needs information in the Space Standard Diagrams.

D. FACILITY MASTER PLAN OPTION DEVELOPMENT

With the staff and spatial information developed in the Facility Space Programing plan options can be developed that address current and projected spatial planning options.

1. Planning Option Development and Analysis

The goal of this effort is to clearly determine the range of solutions capable of meeting the City's long range facility needs. Planning options will be focused on developing the most efficient and appropriate department facility planning concepts. We work with the City to identify planning options. These planning options will be developed as long-range Master Plans clearly showing current needs, anticipated expansions over the next 15 years.

The planning options will be developed through concept plans and be analyzed for efficiency, future expansion, and needs met. We will review the development of the planning options with Public Works and the City leadership. The analysis of each option will include a study of advantages, operational constraints, staffing efficiency, safety and security, and long-term serviceability.

E. Mater Plan Implementation Schedule

With each study we work with our client's project goals, fiscal requirements, and timeframe to develop a project implementation schedule that represents the task and time associated with reviews, approvals, design and construction of potential projects. The initial steps may involve finalizing approvals to proceed, once the project is authorized, there are a series of design and review meetings with the client and the user groups to explore every item—from wall systems to mechanical systems, to hoist options to flag location. The design documents evolve into construction documents that are then used for bidding, permits and construction.

These steps and associated timeframes based on size and complexity of the project are graphically shown in a Gantt chart. This preliminary schedule provides a clear understanding of the steps and timeframe involved in your proposed project.

F. Cost Assessment

All projects must balance needs with cost efficiency in their ultimate solution. The cost-to benefit analysis for the value of options is crucial in a government planning. Feasible planning options will be evaluated based on costs associated with each. Capital (construction) costs, project costs (fees, etc.) and any unique operation costs will be evaluated to identify comparative values for each of the solution options.

Based on the possible building materials, size and types of systems a preliminary construction budget will be determined. In addition to construction cost, project soft cost can be estimated. Some of the typical types of soft costs associated with a project are:

1. Architectural / Engineering Fees
2. Survey / Topography
3. CM / Project Management / Owner's Representative Fees
4. FF&E (Furniture, Fixtures, and Equipment)
5. SAC / WAC (Sewer and Water Connection Fees)
6. Plan Review & Permit Fee
7. Bid Advertising Cost
8. Testing (Geo Technical, Construction)
9. Document Printing
10. Utility Re-Routing
11. Soil Remediation (if required)
12. Mechanical Systems Commissioning / Monitoring
13. Builders Risk Insurance
14. Data / Telecom Wiring
15. Best Value Process Fees

If bonding is determined to be a viable option for a project we will assist the City's bond company in developing data to explore financing and possible tax strategies.

Interim and Final Report

Communication throughout a study of this nature is critical to assuring all team members are all kept up-to date with the study process and information. To this end, the BKV Group team will lead review workshops at the end of each phase. The workshop will review and assess information developed, possible options, modifications and its ability to address the questions of that phase. The objective is again to assure full and thorough City review and involvement. The final results of the study will be compiled into a final report and will first be reviewed with Public Works and the City team and ultimately presented to the City Council. Based on findings through the needs assessment, the final report will communicate the facility planning options with potential implementation dates. Implementation dates will be based on City requirements and financial planning strategies, all used as a guide to determine appropriate timeframes to proceed.

Presentations

Our team will develop appropriate presentation materials and will assist the City in presentations of study findings. Presentations will be provided as directed by the City and will include the City Council and public as appropriate.

The steps identified above will be compiled into a final report along with an executive summary. We will review each section of the study with the City as well as the final draft and incorporate comments and suggestions into the final version. The deliverables will be the sections of the study as mentioned during the course of the study and final bound books of all of the sections at the completion.

We would anticipate 3 to 4 months to complete a study of this type. However, at the start of the study one of our first tasks will be to meet with the City to discuss timing, meetings and overall schedule.

Our objective is to provide the City with a comprehensive study that will serve as a well-defined road map for the long range Public Works planning. I will lead the study and will be the main point of contact for the City. Our fee goal is to establish fees that are appropriate and fair for the services provided and within the City's budget. In addition we tailor each proposal to fit the needs, goals and objectives of each client.

Based on the scope of services stated above our proposed fee, for the study by phase, is as follows:

- A. Facility Assessments: \$4,000
- B. Space Programming: \$3,500
- C. Space Standards: \$2,500
- D. Planning Option Development: \$3,500
- E. Schedule Planning: \$1,000
- F. Cost Estimates: \$2,000

Sub-Total = \$16,500

Reimbursable expenses include printing, travel and shipping. While we estimate \$3,000 for a study of this type, this is a maximum not to exceed amount and we will invoice for only the amount spent with no overhead or profit applied.

Our total proposed not to exceed fee is \$19,500.

Thank you for the opportunity and we look forward to continuing our longstanding relationship with the City.

If the proposal is acceptable please sign below as your approval and acknowledgment to proceed with the work described above. Upon receiving an approved copy we will make arrangements with you to immediately begin the process.

Please feel free to contact me at your convenience should you have any questions.

Sincerely,
BKV Group, Inc.

A handwritten signature in blue ink, appearing to read 'Bruce Schwartzman', written in a cursive style.

Bruce Schwartzman, AIA
Partner - Managing Architect

Attachment: Maintenance Facility Consultants brochure

City Approval

Date

Q:\City of Ramsey_Public Works Study - A/E proposal _2015-5-14.doc

MAINTENANCE FACILITY CONSULTANTS
A DIVISION OF WHITMAN, REQUARDT & ASSOCIATES, LLP



FIRM PROFILE

Maintenance Facility Consultants (MFC) is a team of professionals assembled to help maintenance operations personnel solve a variety of immediate and long term problems. The staff is comprised of individuals with unique expertise and skills developed through years of service in the maintenance operations industry. This expertise is available to aid cities, counties, transit agencies, school districts and all other maintenance operators, both public and private, in achieving their objectives for their maintenance operations. The staff is comprised of individuals recognized throughout the industry for the level of expertise and quality brought to each project.

The entire staff of MFC is dedicated to bringing its expertise and knowledge to every project. That however, is not enough. Each individual within the firm is committed to expanding this knowledge through working with a variety of clients, participation in Industry professional organizations, and academic studies. Our philosophy is rooted in the belief that we all work in an ever-evolving industry. We can only be effective if we stay informed of industry trends and technology advancements.



SERVICES



Site Evaluation and Selection

The success of a design project begins with the selection of the correct site. A multitude of criteria must be evaluated when selecting a site. Examples include distances to and from service areas, proximity to major arterials, size, topography, shape, and type of surrounding neighborhoods.

Our hands on experience in the design of over 200 maintenance facilities allows MFC to quickly establish the physical criteria required for the site.

Establishing a weighted criteria matrix ensures that the evaluation results in a ranking of sites which meet all of the desired requirements of the Owner.

Maintenance Facility Functional Design

The firm has been involved in the functional design of over two hundred maintenance facilities for facility and fleet operators throughout the US. Fleet facilities have included operations from as few as seven

up to 5,000 vehicles. Our understanding of the maintenance process enables us to quickly comprehend the working philosophy established by your agency and translate that philosophy into the criteria required for a functional facility. Our depth of knowledge of maintenance equipment provides a useful tool for Owners when establishing the workflow and relationships of the areas within the facility and on the site.

Typical MFC involvement in facility design includes detailed space programming; development of functional criteria; establishing functional relationships; selection, specification, and layout of maintenance equipment; conceptual design; and coordination of functional criteria and maintenance equipment requirements with the other design disciplines.

The firm has performed these services for new facility designs, facility renovations, and facility expansions.



PAST MUNICIPAL CLIENTS

California

- City of San Gabriel
- Imperial Irrigation District
- City of San Pablo
- City of Elk Grove
- City of Santee
- City of Lomita
- Temecula Border Patrol (GSA)
- City of Corona
- City of San Diego (2 projects)
- City of Oakland
- City of Napa
- City of Montebello
- Culver City
- City of Chula Vista
- City of Escondido
- Rancho Cucamonga
- Carlsbad (3 projects)
- City of Modesto
- City of Burlingame
- City of Fremont
- City of Long Beach
- Vallecitos Water District, San Marcos
- Vista Irrigation District, Vista
- Olivenhain Water District
- Contra Costa Water District, Concord
- East Bay Municipal Utility District, Oakland
- Orange County Fire Authority, Irvine
- City of Beverly Hills (2 projects)
- Valley Center Water District, Valley Center
- Orange County Water District, Fountain Valley
- CALTRANS, Los Angeles
- Mission Springs Water District, Desert Hot Springs
- City of Moreno Valley
- South Coast Water District

Colorado

- City of Fort Collins
- City of Boulder
- Colorado Department of Highways, Durango
- City of Loveland
- City of Snowmass Village
- Pitkin County

Connecticut

- Town of Groton

Florida

- Hillsborough County, Tampa
- Sarasota County, Sarasota

Illinois

- Village of Carpentersville
- Lake County Forest Preserve
- Illinois Department of Transportation
- Village of Plainfield
- Village of Oak Park
- Village of Lake Bluff
- Village of Schaumburg
- Village of Lombard (2 projects)
- Village of Niles
- Village of Glencoe
- Village of Downers Grove
- City of Naperville (2 projects)
- Village of Parkridge
- City of Champaign
- City of Decatur
- Village of Bolingbrook
- Village of West Dundee
- Village of Orland Park
- Village of Melrose Park
- Village of Skokie
- City of DeKalb
- Village of Barrington
- Naperville Park District
- City of Darien
- Village of Shorewood
- City of Chicago
- Village of Sugar Grove



Maryland

- City of Baltimore
- Maryland Transportation Administration
- Maryland State Highway Administration

Massachusetts

- Massachusetts Turnpike Authority, Boston

Minnesota

- Minnesota DOT – Rochester Truck Shop
- Ramsey County Public Works, Arden Hills
- Sherburne County

New Hampshire

- City of Keene

New Jersey

- Atlantic County Utility District, Absecon (2 projects)

New York

- City of New York Mayors Office
- Department of Sanitation, New York
- Triborough Bridge Toll Authority, New York (2 projects)
- Department of Parks, New York

Oregon

- Washington County, Hillsboro

Pennsylvania

- Atlantic County (2 projects)
- City of Philadelphia Street Department, Philadelphia
- Lower Merion Township

Texas

- Department of Solid Waste Management, Houston (3 projects)
- City of Houston

- Bexar County Commissioners Court, San Antonio
- Austin Electric Utility, Austin
- City of El Paso

Virginia

- City of Suffolk
- King George County

Washington

- City of Richland (3 projects)
- Okanogan County
- Inland Power and Light, Spokane





OPERATIONS AND MAINTENANCE FACILITY

Sherburne County Public Works | Minnesota

Work Scope

The project work effort included planning and design of a new operations and maintenance facility for Sherburne County, Minnesota.

Project Elements

The facility design integrated all of the Public Works operations into a single structure. The facility housed administration, crew areas, road maintenance, sign shop, general repair shops, storage, vehicle and equipment maintenance, and heated vehicle storage.

The design incorporated extensive use of day-lighting to create shops and storage spaces with substantial natural light. The heated vehicle storage area in the facility was designed central to all shops and administrative areas to facilitate easy movement of personnel and materials to and from the vehicles.

Construction Budget: \$10,700,000

Project Completion Date: October 2008.





VILLAGE OF CARPENTERSVILLE PUBLIC WORKS FACILITY

Carpentersville | Illinois

The Village of Carpentersville engaged Williams Architects, Williams Construction Management and Maintenance Facility Consultants to provide design and construction management services for the construction of their new Public Works facility. The initial needs study began in 2005 when Williams and MFC worked with the Public Works staff to determine their current and future space needs. Additional growth has occurred over the last few years that has mandated the Village move forward with the planned facility now. The planned facility is to include fleet maintenance, garages, shops, crew areas, administration, salt storage, yard access and a fueling station.

Construction Budget: \$10,000,000

Project Size: 80,000 s.f.

Project Completion Date: December 2011.





CENTRAL FLEET MAINTENANCE FACILITY

City of Baltimore | Maryland

The City of Baltimore sold the property which housed its central fleet maintenance operation to the National Aquarium. Heery International and Maintenance Facility Consultants were retained to design a new facility on a new parcel of land. The new facility houses fleet maintenance operations for the entire fleet of the City of Baltimore ranging from electric shuttles to solid waste packers. The facility services a fleet of around 5,400 vehicles and equipment.

The new facility houses all operations required to maintain a fleet of this mix including the following.

- Administration offices
- Personnel/crew areas
- General repair bays
- Inspection bays
- Rebuild shops
- Parts storage
- Body and paint bays and shops
- Welding/fabrication bays and shops
- Vehicle make-ready bays
- Gasoline, diesel, and CNG fueling

Construction Budget: \$14,000,000

Project Size: 240,000 s.f.

Project Completion Date: January 2009





NORTH COUNTY DEPOT

Montgomery County | Maryland

WR&A and MFC are designing a 45 acre campus to provide consolidated support for the Montgomery County Ride-On Bus program's Transit and Fleet Services. Also included on the site are facilities for the Highway Operations division. Each of these activities will operate separately within the shared facility with their own access and circulation systems. This LEED Silver facility includes a 165,000 SF primary maintenance and operations building, covered bus storage structure with employee parking above, covered storage for highway vehicles and equipment, salt barn structure, County fueling facility and open material storage areas.

Transit Services includes parking for 250 busses, administration office space, bus driver support space, and fare collection. Fleet Maintenance includes administration office space, 25 maintenance bays for busses and heavy equipment, body shop, paint shop, bus inspection, bus fuel and wash, and vendor parking. Highway Operations includes storage for 90 road maintenance vehicles, administrative offices, road crew and mechanic support space, four garage bays, enclosed truck wash bay, covered parking and equipment storage, salt storage, covered and exterior material bins and a County fueling station.





RAMSEY COUNTY PUBLIC WORKS

Arden Hills | Minnesota

MFC designed this new complex for all Public Works operations including road maintenance, signs, signals, construction, environmental services, soils, equipment maintenance, central stores and facilities maintenance.

The project included the planning and design of a new County Public Works Complex for Ramsey County. The facility is 230,000 SF under roof and is located on a 13 acre site. The facility elements include administration, shops, personnel spaces, equipment maintenance, central stores, and heated vehicle storage. The yard areas include a fueling station, an automated vehicle washer, granular material storage, green waste storage, stock pile areas for sweepings and millings, pipe storage, and a salt/sand enclosure for 20,000 tons of material.



RON HILTON, LEED AP BD+C

Maintenance Facility Specialist

Mr. Hilton leads the maintenance facility practice for the firm. In this capacity, he oversees and directs various design and study efforts related to maintenance operations. He has also served as project manager for projects encompassing maintenance management studies, maintenance productivity studies, maintenance audits and information reporting systems, facility master planning, site selection, and equipment analysis. His extensive experience covers the design and planning of facilities for municipalities, transit systems, school districts, utilities, and private concerns. Ron has been responsible for the master planning, design, and construction of more than 150 Transit operations and maintenance facilities throughout the U.S.

His in-depth knowledge of maintenance shop equipment has been utilized in each of the above projects to address the functional requirements of the operation but also the LEED aspects of the projects.

Experience

Years with MFC: 23

Years with other firms: 12

Education

M.Ed/Texas A&M University/1977

BED/Texas A&M University/1976

Registration

LEED Accredited Professional

Municipal Projects Recently Completed or in Progress

CALIFORNIA

- Imperial Irrigation District: Master Plan for a 600 acre administration and operations complex.

ILLINOIS

- Village of Carpentersville: Planning and design of new Public Works facility.
- City of Urbana Parks District: Planning and design of new Parks Operations complex.
- Crawford County: Master plan for Public Works complex expansion.

MARYLAND

- City of Baltimore: Planning and design for new Central Fleet Maintenance Facility.
- Montgomery County: Planning and design for new LEED Gold maintenance and operations facility for Road and Bridge (100 vehicles), Transit (250 vehicles) and Schools (400 vehicles).

MINNESOTA

- Minnesota DOT, Rochester: Planning and design for new District 6 Truck Shop and Road and Bridge Shop.
- Sherburne County Public Works: Planning and design for new County Public Works Facility.

VIRGINIA

- City of Suffolk: Master planning and design of new Public Works and Public Utilities Complex.



CHARLES HENCK, PE, LEED

Mechanical Engineer

Mr. Henck's areas of expertise include HVAC, plumbing, environmental controls, fire protection, energy management systems, environmental assessment and construction phasing. His experience includes numerous research projects including existing condition evaluation and programming. Much of this experience includes prominent institutional and research facilities in the Mid-Atlantic region. Mr. Henck is knowledgeable of design and construction criteria related to utility upgrades, including critical construction phasing and scheduling for uninterrupted utility services as well as accurate cost estimating.

Experience

Years with WR&A: 3

Years with other firms: 33

Education

BS/1972/Mechanical Engineering/University of Maryland

MBA/1981/Business

Administration/Morgan State University

Registration

1976/Mechanical/Maryland #10243

Registered Professional Engineer in DC, PA, VA and DE

Certified Energy Manager 3967

LEED Accredited Professional

Select Project Experience

North County Depot, Montgomery County, MD – Mechanical Engineer for 165,000 SF fleet maintenance facility. Engineering elements included HVAC, compressed air systems, lubrication distribution systems, vehicle exhaust systems, and fueling systems.

Operations Building, King George County, VA – Mechanical Engineer for design of this facility which consists of high bay spaces for repair of county owned vehicles, including busses, trucks and sedans, as well as bays for storage and repair of county public works property. The mechanical design included under floor hydronic radiant heating, dedicated ventilation systems and energy recovery, and energy efficient CS air conditioning systems. Dedicated vehicle tailpipe exhaust was provided for the maintenance bays.

Field Maintenance Shop, Winchester Readiness Center, Winchester, VA – Mechanical Engineer for a 13,300 SF maintenance facility that provides for enlarged and higher work bays. Engineering included compressed air and central lubrication distribution.



CONTACT

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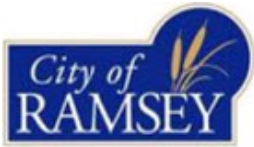


Future Public Works Campus (Option A)



Future Public Works Campus (Option B)





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: 06/09/2015

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title:

Consider Strategy for Future Public Works Campus Planning Process

Purpose/Background:

PURPOSE

Provide direction to Staff on how to move forward with planning for a replacement Public Works Campus.

1. Consider Staff recommendation on how to proceed with the space needs analysis (Step 1 of process).
2. Consider Staff recommendation to budget \$65,000 for preliminary design in 2016 (Step 2 of process).

BACKGROUND (Public Works Campus)

1. The Public Works department moved from its original location on Hwy 47 and 142nd Ave to its current location at 14100 Jasper St in 1995. The buildings were originally constructed for a company called Minnesota Sawdust in 1984. At the time of the move, we employed 7 full-time maintenance workers and 2 seasonal workers. Today, we employ 17 full-time maintenance workers and 8-12 seasonal workers.
2. In 2002 the City of Ramsey purchased the property at 14210 Jasper St and converted that building to what is now our utility department and sign shop.
3. In 2005 the Public Works department was granted an interim use permit for a temporary construction trail to house our administrative offices and lunch room.
5. In 2006 we constructed covered storage to protect our winter road salt supply.
6. Since approximately 2007, we have been using off-site storage buildings to house seasonal or less frequently used equipment, due to the lack of secure storage space at our campus.

BACKGROUND (Process)

Please see the attached process outline. At this point, the City is at Step 1 (of 5) in the process to plan for, and construct, a replacement Public Works Campus (Space Needs Analysis Stage). The City budgeted \$20,000 for this work in 2015 (to be completed in 2015).

Notification:

NA

Observations/Alternatives:

Please review staff recommendation first. If the Council is concerned with the Staff recommendation, below are alternatives to consider:

1. Competitively Bid Step 1 of the attached process (rather than select BKV Group now).
2. Don't budget for Step 2 in 2016 at this time (wait until 2017 or later).
3. Oppose planning for the reconstruction of a replacement Public Works Campus altogether in 2015 (or later).

Funding Source:

General Fund and Enterprise Funds

Recommendation:

1. Consider Staff recommendation on how to proceed with the space needs analysis (Step 1 of process).

Typically, Staff would recommend completing a RFQ (Request for Quotes) for this type of work. However, a RFQ on a space needs analysis can easily turn into a bidding war between engineering firms; which motivates firms to "undercut" their bid on the space needs analysis in an effort to "buy" later steps of engineering/ architectural services (steps 2-5 outlined in the attachment). Unless a solid reason exists, Cities select the lowest quote on any given project. This situation can result in a lack of service/ quality in work delivered. Additionally, it should be noted, a space needs analysis can be a fairly ambiguous in terms of several items (not easy to compare apples to apples--and challenging to draft a very clear RFQ).

As a result of the information outlined above, Staff would feel more comfortable allowing an architectural/ engineering firm that has a good track record with City to complete Step 1 of this process. Then, when it comes to Steps 2-5, staff would recommend architectural/ engineering services for this project be competitively bid (i.e. a standard RFQ process). NOTE: in order for the City to receive quality competitive bids for steps 2-5, the space needs analysis needs to be thorough and of high quality (will make the RFQ very clear). This work is not required to be competitively bid via State Statute.

Attached to this case is a proposal from BKV Group for a space needs analysis (not to exceed \$19,500). Staff would recommend awarding BKV Group this work. BKV Group has a solid track record with the City (Fire Station #2 and the Ramsey Municipal Center).

2. Consider Staff recommendation to budget \$65,000 for preliminary design in 2016 (Step 2 of process).

As the Council knows, in order to complete a project in 2016, we need to budget for that project in 2015. If the Council is interested in moving this project along in 2016, Staff would recommend budgeting for Step 2 (Preliminary Design) now. Staff was provided a "preliminary/ budgeting" estimation of \$55,000 for this work by BKV Group. Staff would recommend the City Council budget \$65,000 for Step 2 in 2016.

Action:

Motion to:

Accept the attached proposal for professional services from BKV Group, not to exceed \$19,500.

-and-

Direct Staff to budget \$65,000 in 2016 for preliminary design of a replacement Public Works Campus.

Attachments

Campus REF MAP (Two Options)

Process Outline

BKV Group Proposal (Step 1 Space Needs)

Form Review

Inbox

Grant Riemer

Diana Lund

Kurt Ulrich

Form Started By: Patrick Brama

Final Approval Date: 06/04/2015

Reviewed By

Grant Riemer

Diana Lund

Kurt Ulrich

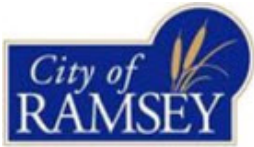
Date

06/04/2015 10:41 AM

06/04/2015 10:56 AM

06/04/2015 03:24 PM

Started On: 06/03/2015 04:57 PM



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

CC Regular Session

7.1.

Meeting Date: 11/10/2015

By: Diana Lund, Finance

Information

Title:

Introduce Ordinance #15-18: 2016 Schedule of Rates, Fees & Charges

Purpose/Background:

Purpose:

The city annually adopts a schedule of rates, fees and charges which outlines the fees that the city charges for such items as building construction, business licenses, utility rates, and planning and zoning.

Effective June 30, 1991, Ordinance #91-08 amended S7.01.10 of the City Code to allow the City Council to annually set fees.

A listing of the schedule of rates, fees and charges is attached. The justification for any changes are noted on the far right column of the schedule. The majority of the changes from 2015 to 2016 are reflective in the Facility Use section, Planning and Zoning section, and in the Utility Rates section.

Under the Facility Use section, the justification of the increases are due to staff time for scheduling the rentals and staff time for maintaining the fields. The field rate increases were documented at the Joint Meeting held on March 5, 2015 with the City of Ramsey, City of Anoka, Anoka Ramsey Athletic Association (ARAA) and PACT Charter School. The Planning and Zoning section has added a Grading permit with its fee set at same level as other current planning and zoning permits (example: Environmental, Interium Use), Park dedication and trail fees for residential units only to reflect the ever growing needs of park projects as outlined in the 2016-2020 CIP. The utility section has been updated to reflect the following increases: water rates which are per the 2012 Comprehensive Water Study, water lateral increase for residential and commercial construction based on 2015 actual project costs, sewer increases for residential and commercial accounts to account for the 17.6% increase from the Met Council for 2016 Wastewater charges, sewer lateral increase for residential and commercial accounts based on 2015 actual project costs and a 10% increase in storm water utility rates, to establish funding for upcoming storm water projects in the next few years per the 2016-2020 Capital Improvement Plan (CIP). All of the proposed utility rates are lower than the average 2015 metro rates for like utilities

The 2016 schedule will become effective January 1, 2016.

Notification:

The Schedule of Rates, Fees and Charges are adopted annually by ordinance. A public hearing on the ordinance is normally held in November to allow the thirty-day waiting period and have the rates become effective January 1 2016.

The public hearing notice will be posted noting that the public hearing will be held at the regularly scheduled meeting of November 24, 2015.

Observations/Alternatives:

- Accept the rates as proposed.

- Hold all rates constant with 2015 rates.

- Recommend changes that arise from input at public hearing.

Recommendation:

Staff's recommendation is to Introduce Ordinance #15-18: 2016 Schedule of Rates, Fees and Charges as proposed.

Action:

Introduce Ordinance #15-18: 2016 Schedule of Rates, Fees and Charges

Attachments

Ord 15-18 Rates and Fees
2016 Schedule of Rates, Fees and Charges

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	11/04/2015 04:24 PM

Form Started By: Diana Lund
Final Approval Date: 11/04/2015

Started On: 11/03/2015 08:36 AM

**ORDINANCE #15-18
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

AN ORDINANCE ESTABLISHING PERMIT FEES, SERVICE CHARGES, AND VARIOUS OTHER FEES TO BE COLLECTED BY THE CITY OF RAMSEY.

The City of Ramsey ordains:

SECTION 1. AUTHORITY

This ordinance is adopted pursuant to and under the authority of the Charter of the City of Ramsey.

SECTION 2. PURPOSE

Per S701.10 (Fees) the purpose of this Ordinance is to establish the Permit Fees, service Charges, and Other Fees that will be collected by the City in year 2016. This is known as the Schedule of Rates, Fees and Charges.

SECTION 3. SCHEDULE

The attached permit fees and service charges are hereby established for the year 2016.

SECTION 4. EFFECTIVE DATE

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

PASSED by the City Council of the City of Ramsey, Minnesota, the th day of November, 2015.

Mayor

ATTEST:

City Clerk

Introduction date: November 10, 2015
Posting dates: November 10, 2015 - November 24, 2015
Adoption date: November 24, 2015
Publication date: November 27, 2015
Effective date: January 1, 2016

SERVICE OR LICENSE	SPECIAL NOTES	2015 Adopted	2016 Requested	Justification
Administrative Hearings/Citations/Abatements				
Abatement: Administration Fee		25% of cost of abatement or \$750, whichever is less		
Administrative Citation: Violations of 10 - Animals		25.00		
Administrative Citation: Violations of 26 - Rental Property		75.00		
	2nd offense w/in 12months	250.00		
	3rd offense w/in 12 months	500.00		
Administrative Citation: Violations of 30 - Public Nuisance	1st offense after failure to abate within 14 days	75.00		
	2nd offense w/in 12months	250.00		
	3rd offense w/in 12 months	500.00		
Administrative Citation: Violations of 42 - Dump Garbage/Refuse		75.00		
	2nd offense w/in 12months	250.00		
	3rd offense w/in 12 months	500.00		
Administrative Citation: Violations of 54 - Prohibited Parking		25.00		
Administrative Citation: Violations of 54 - Recreational Vehicles		75.00		
	2nd offense w/in 12months	250.00		
	3rd offense w/in 12 months	500.00		
Administrative Citation: Violations of 54 - Time Zone Parking		25.00		
Administrative Citation: Violations of 105 - Construction		75.00		
	2nd offense w/in 12months	250.00		
	3rd offense w/in 12 months	500.00		
Administrative Citation: Violations of 105 - Exterior Completion		75.00		
	2nd offense w/in 12months	250.00		
	3rd offense w/in 12 months	500.00		
Administrative Citation: Violations of 105 - No Permit		75.00		
	2nd offense w/in 12months	250.00		
	3rd offense w/in 12 months	500.00		
Administrative Citation: Violations of 105 - Property Identification		75.00		
	2nd offense w/in 12months	250.00		
	3rd offense w/in 12 months	500.00		
Administrative Citation: Violations of 113 - Sewage		75.00		
	2nd offense w/in 12months	250.00		
	3rd offense w/in 12 months	500.00		
Administrative Citation: Violations of 117 - Off Street Parking		25.00		
Administrative Citation: Violations of 117 - Signs		75.00		
	2nd offense w/in 12months	250.00		
	3rd offense w/in 12 months	500.00		
Administrative Citation: Violations of 117 - Landscaping		75.00		
	2nd offense w/in 12months	250.00		

SERVICE OR LICENSE	SPECIAL NOTES	2015 Adopted	2016 Requested	Justification
	3rd offense w/in 12 months	500.00		
Administrative Hearing: Filing Fee		250.00		
Alcoholic Beverages				
3.2 beer off-sale		100.00		
3.2 beer on Sale		200.00		
Change of Name-Liquor Establishment		50.00		
Liquor license investigation fee	Corporate	500.00		
	Partnership	500.00		
	Sole-Proprietor	500.00		
Liquor off-sale		380.00		
	Tiered Payment System:			
	License Reduced by:			
	\$100-Meet State Statutes Conditions			
	\$100-Purchase/Utility ID Technology			
Liquor on-sale		5000.00		
Liquor on-sale Sunday		200.00		
Wine license investigation fee	Corporate	500.00		
	Partnership	500.00		
	Sole-Proprietor	500.00		
Wine on-sale		1,000.00		
2 a.m. closing (optional)		300.00		
Amusement & Commercial Recreation				
Temporary Amusement Center (Carnivals, Circus)		250.00		
Lawful gambling investigation fee - New applicant only	Limit \$100.00	100.00		
Lawful gambling investigation fee - Single Events		50.00		
Fire Works Sales-Business selling only fireworks	Ordinance Adopted 6/11/02	350.00		
Fire Works Sales-Retail Sellers		100.00		
Parade Permit		100.00		
Special Events - Ex: Music festival, performing arts, parades, carnivals	Including Clean Up Fees, Electrical Inspection Fees etc.	\$50 Application fee +License Fee to be		
		determined per event by CC + Staff Time @2.30*wage/hour		
All Other Misc. Permit/Licenses		\$50/Admin fee + Staff time @2.30/hr. if needed		

SERVICE OR LICENSE	SPECIAL NOTES	2015 Adopted	2016 Requested	Justification
Building Construction				
Administrative Fee-Process Returned Bldg. Permits		25.00		
Basement Finish	Cover 3 trips	153.00		
Building permit		City of Ramsey Valuation Fee Schedule		
Building plan check (65% of bldg. permit) 1997 UBC Table 1A		65% of Bldg. Permit Fee		
Plan Review fee for Similar Plans	MSBC fees 1300.0160	25% of Bldg. Permit Fee		
Plan Check Fee for Accessory Structures	Garages, Remodels, Additions, etc.	65% of Bldg. Permit Fee		
Plan Check Fee for changes, additions, or revisions to plans		51.00/hr./Minimum 1 hr.		
Plan Check Fee (Outside Contracted)	All administrative and Overhead Costs	Actual Costs		
Air Conditioner Replacement		51.00		
Air Conditioner & Furnace Replacement (Combination)		51.00		
Deck Permit		102.00		
Demo Permit		102.00		
Driveway Escrow		2000.00		
Water Heater Replacement		51.00		
Electrical Permit Fee	Per Tokle Contract	Electrical Permit Fee Schedule		
Erosion Control Escrow	Returned when complete - not part of building code	1500.00		
Fence Permit	Over 7 feet in height	City of Ramsey Valuation Fee Schedule		
Fence Permit	Less than 7 feet in height	25.00 (Zoning Permit)		
Fireplace Permit	Cover 2 trips	102.00		
Furnace Replacement		51.00		
Inspections-After Hours/Weekend	1.5 times hourly rate	76.50/hr./minimum 2 hr.		
Investigation Fee	Work Started Without a Permit	Equal to Permit Fee		
Gas Line (Residential)		51.00		
Landscape Escrow		5000.00		
Lawn Irrigation-Residential	Cover 1 trip	51.00		
Lawn Irrigation-Commercial (Multi)		60.00		
Mechanical Permit-Residential	New Construction	150.00		
	Remodel/Addition	102.00		
Mechanical permit-Commercial	New Construction	1% of Job Value/Minimum \$200.00		
	Remodel/Addition	1% of Job Value/Minimum \$100.00		
Plan Check fee (65% of commercial mechanical permit)		65% of Comm Mech Permit fee		
Moving Structure Permit		102.00		
Moving Structure Permit Site Inspection		102.00		
Mobile Home Tie Down		51.00		
Mobile Home Water Hookup	1.25 hours	63.75		
Plumbing permit- Residential/Single Family	New Construction	200.00		
	Remodel/Addition	102.00		
Plumbing permit- Commercial	New Construction	1% of Job Value/Minimum \$300.00		

SERVICE OR LICENSE	SPECIAL NOTES	2015 Adopted	2016 Requested	Justification
	Remodel/Addition	1% of Job Value/Minimum \$150.00		
Public Sidewalk Panels-Broken		Min \$500/Max \$1,500		
ReInspection Fees		51.00 per trip		
Re-Roofing/Shingling Permit-Residential	Cover 2 trips	102.00		
Re-Roofing/Shingling Permit-Commercial/Multi-Family		City of Ramsey Valuation Fee Schedule		
Re-Siding Permit	Cover 2 trips	102.00		
Replacement Windows (Residential)	City Required pre-inspection	102.00		
Septic system permit-residential		150.00		
Septic system permit-commercial		250.00		
Septic Tank Installation Permit-Residential		150.00		
Service Availability Charge (SAC)	[current MCES rates]	2,485.00		
Septic Tank Pumping Permit		20.00		
Sewer permit (Utility Connection)-Residential		75.00		
Sewer permit (Utility Connection)-Commercial		2% of Job Value/Minimum \$250.00		
Site Evaluation Fee		51.00		
State Surcharge	Applies to all permit types	\$5.00 Fixed Fee/\$.0005 Value-Based Permits	Per State of Minnesota Rates and Charges	
Swimming pool permit		125.00		
Vacuum Breaker Verification for Irrigation System (RPZ)-Residential		51.00		
Vacuum Breaker Verification for Irrigation System (RPZ)-Commer	1.25 Hours	63.75		
Water Availability Charge (WAC) - per address	Per 2012 Comprehensive Water System Study	1,206.00	1,236.00	
Water Softener Permit-Residential		51.00		
Water permit (Utility Connection)-Residential		75.00		
Water permit (Utility Connection)-Commercial		2% of Job Value/Minimum \$250.00		
Business				
Administrative Fee - Process Returned Business Permits		25.00		
Business Registration Certificate (BRC)	Original Application	30.00		
Contractor License	All Contractors	50.00		
Garbage & refuse hauler		50.00		
Gasoline sales		250.00		
License Late Fee		15% of license fee/month		
Massage Establishment		100.00/annual		
Massage Establishment Owner/Manager Background Check Fee		50.00		
Massage Therapist		\$50.00/annual		
Massage Therapist Background Check Fee		35.00		
Motor vehicle sales/rental		175.00		
Multiple dwelling/Residential Rental	2-Year License	75.00/unit		
Multiple dwelling/Residential Rental (Initial License)	2-YR License; if inspection covered with CO	37.50/unit		
Pawn broker/Precious Metals		4,000.00		

2.5% Increase from
2012 Water study

SERVICE OR LICENSE	SPECIAL NOTES	2015 Adopted	2016 Requested	Justification
Transaction Fee-Pawnbroker enters		1.35/per transaction		
Transaction Fee-State Entered		2.10/per transaction		
Pawn broker investigation fee	in-state investigation	500.00		
	out-of-state investigation	1,500.00		
Second Hand Dealer		2,000.00		
Second Hand Dealer investigation fee	in-state investigation	500.00		
	out-of-state investigation	1,500.00		
Transient merchant/peddler/solicitor		100 + 35 per person backgrounded		
City Financing				
Interest rate charge - non-bonded programs		US Treas. rate + 2 points		
[bonded projects will be dependent upon interest rates being paid]		Bond Int rate + 2 points		
Equipment Rental/when available				
Chipper (Staffing see PW Maintenance Worker below)	Per Fema Schedule of Equipment Rates + staffing	per FEMA Schedule + Staffing		
Water Truck (Staffing see PW Maintenance Worker below)	Per Fema Schedule of Equipment Rates + staffing	per FEMA Schedule + Staffing		
Loader (Staffing see PW Maintenance Worker below)	Per Fema Schedule of Equipment Rates + staffing	per FEMA Schedule + Staffing		
Motor grader (Staffing see PW Maintenance Worker below)	Per Fema Schedule of Equipment Rates + staffing	per FEMA Schedule + Staffing		
All Equipment Rental not listed above	Per Fema Schedule of Equipment Rates + staffing	per FEMA Schedule + Staffing		
Public Works Maintenance Worker		2.30 x wage/hr.		
Portable Toilet		Actual Cost		
Facility Use				
Antenna Lease - City Owned Property [PCS towers]	Per Individual Agreement	Per Individual Agreement		
Concession stand/pavilion/shelter- per day/event- residents	Includes 7.125% sales tax	55.00		
Concession stand pavilion/shelter- per day/event - non-res.	Includes 7.125% sales tax	65.00		
Key deposit - per building		55.00		
Softball/baseball field maintenance - youth teams	Includes 7.125% sales tax	10.00/game		
Football field maintenance - youth teams				
Large Fields	Includes 7.125% sales tax	45.00/week	46.00/week	Staff Time-Scheduling. Rate increase noted at March 5, 2015 Joint meeting (Ramsey, Anoka, ARAA, PACT)
Small Fields	Includes 7.125% sales tax	23.00/week	24.00/week	Staff Time-Scheduling. Rate increase noted at March 5, 2015 Joint meeting (Ramsey, Anoka, ARAA, PACT)
Soccer & Lacrosse field maintenance - youth teams				

SERVICE OR LICENSE	SPECIAL NOTES	2015 Adopted	2016 Requested	Justification
Full Size (Large Field)	Includes 7.125% sales tax	35.00/week	36.00/week	Staff Time-Scheduling. Rate increase noted at March 5, 2015 Joint meeting (Ramsey, Anoka, ARAA, PACT)
1/2 Size (Medium Field)	Includes 7.125% sales tax	18.00/week	19.00/week	Staff Time-Scheduling. Rate increase noted at March 5, 2015 Joint meeting (Ramsey, Anoka, ARAA, PACT)
Small Field	Includes 7.125% sales tax	10.00/week	11.00/week	Staff Time-Scheduling. Rate increase noted at March 5, 2015 Joint meeting (Ramsey, Anoka, ARAA, PACT)
Field Layout Field-Soccer, Football, Lacrosse		100.00		
Tennis court - non-residents	Includes 7.125% sales tax	17.00		
Basketball court - non-residents	Includes 7.125% sales tax	17.00		
Volleyball court - non-residents	Includes 7.125% sales tax	17.00		
Horseshoe pit - non-residents	Includes 7.125% sales tax	17.00		
Lighted ballfield Deposit Fee		100/individual		
		500/athletic organization		
Lighted ballfield - residents	Includes 7.125% sales tax	14.00/hr.		
Lighted ballfield - non-residents	Includes 7.125% sales tax	14.00/hr+25.00		
Light - Used By ARAA		Actual Cost		
Athletic Field Marking Paint - ARAA		Actual Cost		
Minimum Maintenance Fee of Park Buildings:				
Non-Profit	Non-Profit		5.00	Staff Time
Business Networking Groups	All Other Groups		20.00	Staff Time
Municipal Center per day/event	Includes 7.125% sales tax			
Alexander Ramsey Room				
Standard Room Fees:				
For Profit Groups: Resident	For Profit Groups: Resident	100.00		
For-Profit Groups: Non-Resident	Non-Profit Groups: Non-Resident	125.00		
Business Networking Groups	Business Networking Groups	0.00		
General Public: Resident/Homeowner Associations	General Public: Resident/Homeowner Associations	50.00		
General Public: Non- Resident	General Public: Non- Resident	125.00		
Minimum Maintenance Fee of Municipal Center Rooms:				
Non-Profit	Non-Profit	5.00		
Business Networking Groups	Business Networking Groups	20.00		

SERVICE OR LICENSE	SPECIAL NOTES	2015 Adopted	2016 Requested	Justification
Lake Itasca Room				
Standard Room Fees:				
For Profit Groups: Resident	For Profit Groups: Resident	75.00		
For-Profit Groups: Non-Resident	Non-Profit Groups: Non-Resident	100.00		
Business Networking Groups	Business Networking Groups	0.00		
General Public: Resident/Homeowner Associations	General Public: Resident/Homeowner Associations	30.00		
General Public: Non- Resident	General Public: Non- Resident	100.00		
Minimum Maintenance Fee:				
Non-Profit	Non-Profit	5.00		
Business Networking Groups	Business Networking Groups	15.00		
Trott Brook/Rum River/Mississippi Room/Council Chambers				
Standard Room Fees:				
For Profit Groups: Resident	For Profit Groups: Resident	50.00		
For-Profit Groups: Non-Resident	Non-Profit Groups: Non-Resident	75.00		
Business Networking Groups	Business Networking Groups	0.00		
General Public: Resident/Homeowner Associations	General Public: Resident/Homeowner Associations	20.00		
General Public: Non- Resident	General Public: Non- Resident	75.00		
Minimum Maintenance Fee:				
Non-Profit	Non-Profit	5.00		
Business Networking Groups	Business Networking Groups	10.00		
All Room Rentals: Additional Fees:				
Audio Visual (as Requested)	Non-Profit	5.00		
	For Profit Groups: Resident	15.00		
	Non-Profit Groups: Non-Resident	15.00		
	Business Networking Groups	15.00		
	General Public: Resident/Homeowner Associations	10.00		
	General Public: Non- Resident	15.00		
After Hours/Weekend Hourly Rate	Non-Profit	54.00/Hr		
	For Profit Groups: Resident	54.00/Hr		
	Non-Profit Groups: Non-Resident	54.00/Hr		
	Business Networking Groups	54.00/Hr		
	General Public: Resident/Homeowner Associations	54.00/Hr		
	General Public: Non- Resident	54.00/Hr		
Deposit (Every User/Every Room)	Non-Profit	100.00		
	For Profit Groups: Resident	100.00		
	Non-Profit Groups: Non-Resident	100.00		
	Business Networking Groups	100.00		

SERVICE OR LICENSE	SPECIAL NOTES	2015 Adopted	2016 Requested	Justification
	General Public: Resident/Homeowner Associations	100.00		Per Annual Agreement
	General Public: Non- Resident	100.00		
	After Hours/Weekend Fee	125.00+54.00/hr.		
	Audio/visual equipment use	125.00+54.00/hr.		
Pact School Field Maintenance	5% Increase per year	551.00	579.00	
Park Center per day/event - residents	Includes 7.125% sales tax	95.00		
Park Center per day/event - non-residents	Includes 7.125% sales tax	125.00		
Picnic Table Moving		65.00/Table		
Ramsey Amphitheater Rental:				
Resident	3-Hour Minimum	50.00		
Non-Resident	3-Hour Minimum	75.00		
Softball tournament damage deposit	Per Field	150.00		
Softball tourn. rental per field/per event		240.00		
Warming house per day/event - residents		85.00		
Warming house per day/event - non-res.		95.00		
Elmcrest Park Building				
Pavilion Rental (Resident)		35.00		
Pavilion Rental (Non-Resident)		45.00		
Meeting Room (Resident)		95.00		
Meeting Room (Non-Resident)		125.00		
Pavilion w/Concessions (Resident)		55.00		
Pavilion w/Concessions (Non-Resident)		75.00		
Meeting Room w/Concessions (Resident)		105.00		
Meeting Room w/Concessions (Non-Resident)		135.00		
Meeting Room/Concessions/Pavilion (Resident)		115.00		
Meeting Room/Concessions/Pavilion (Non-Resident)		145.00		
Miscellaneous				
Cemetery Plot (Trott Brook Cemetery)		700.00		
Cemetery Plot Perpetual Care		200.00		
Comp Plan CD		10.00		
City Information-CD Format		10.00/disc		
Kennel License (Administrative)	4th Dog on Property	30.00		
Maps - City (28X 24)		5.00		
Maps - Zoning (28 X 34)		15.00		
Maps - Zoning/Address (34 X 44)		25.00		

SERVICE OR LICENSE	SPECIAL NOTES	2015 Adopted	2016 Requested	Justification
Maps-Zoning or Comp Plan (11 X 17)		6.00		
Maps - Plat		10.00		
Maps - Topo aerials per half section		20.00		
Maps- Parks & Trails 11 X 17)		6.00		
Maps - Parks & Trails (36 X 24)		15.00		
Maps-Large Ward/Precinct	With Addresses	25.00		
Notary Fee	State Statute	3.00		
Photo copies - one-sided	Up to 100 pages; over 100 pages plus staff time	0.25		
Photo copies - duplexed	Up to 100 pages; over 100 pages plus staff time	0.25		
Political office filing fee	State Statute	5.00		
Public hearing publications		At City Cost		
Returned check		35.00		
Reissued Check Fee		15.00		
Special assessment search		30.00		
Planning and Zoning				Based on other Permit Charges
Comp Plan Amendment Application		200.00		
Comp Plan Escrow		700.00		
Conditional use escrow minimum		800.00		
Conditional use permit application		200.00		
Conditional use escrow min-environ sens		2000.00		
Conditional use permit app.-environ sens		200.00		
Conditional use permit annual inspection		75.00		
Dock permit		25.00		
Environmental Permit		200.00		
Environmental Escrow		400.00		
Grading Permit			200.00	
Industrial Revenue Bond - application		200.00		
Industrial Revenue Bond - escrow		1000.00		
Interim Use Permit Escrow - Minimum		600.00		
Interim Use Permit Application		200.00		
Interim Use Annual Inspection Fee		75.00		
Park Dedication - Cash Contribution: Residential Unit	Including Townhomes & Apartment Units	2600/dwelling unit	2700/dwelling unit	3.8% Increase-Fund projects in 2016-2020 CIP. (Comparable with nearby metro cities).
Park Dedication - Cash Contribution: Residential Unit	Exceed 12+ units per acre	7.5% Discount/\$2,405		
Park Dedication - Cash Contribution: Residential Unit	Exceed 20+ units per acre	15% Discount/\$2,210		
Park Dedication - Cash Contribution: Commercial/Assisted Living Facilities		4,738/acre		
Park Dedication - Cash Contribution: Industrial		3,966/acre		

SERVICE OR LICENSE	SPECIAL NOTES	2015 Adopted	2016 Requested	Justification
Park Dedication - Land Contribution: Residential	0 - 3.0 dwelling units per acre	10% of land		Held in escrow 3.8% Increase-Fund projects in 2016-2020 CIP. (Comparable with nearby metro cities).
	3.1 - 5.0 dwelling units per acre	15% of land		
	5.1 + dwelling units per acre	Add .5% for each over 5		
Park Dedication - Land Contribution: Commercial/Industrial/Assisted Living Facilities		5% gross land area		
Park Dedication - Land Contribution: Planned Unit Developments	(public open space/rec. uses-not including wetlands)	10% gross land area	10% gross land area	
		2600/dwelling unit	2700/dwelling unit	
Sidewalk Panel Replacement Escrow			1500.00	
Trail Development Fee - Cash Contribution: Residential Unit		700/dwelling unit	725/dwelling unit	
Trail Development Fee - Commercial/Industrial/Assisted Living Facilities		1,090/acre		
Approval/Recording of Deeds:				
Abstract Property		County Fee+\$10.00/staff Time		
Torrens Property		County Fee+\$10.00/staff Time		
Rezoning application		200.00		
Rezoning escrow		400.00		
Sign permit application - permanent		25.00		
Sign permit - permanent		75.00		
Sign permit - temporary		25.00		
Site plan review application		200.00		
Site plan review escrow		800.00		
Special Council, HRA or Commission meeting fee		350.00		
Temporary Structure escrow		500.00		
TIF/Conduit Debt Application Fee		4000/+legal fee deposit		
Vacation of easement application		200.00		
Vacation of easement escrow		300.00		
Variance application		200.00		
Variance escrow		400.00		
Zoning Permit		25.00		
Platting or Subdividing				
Address Charge		175.00		
Administrative (interior lot lines) escrow		225.00		
Administrative (interior lot lines) app.		200.00		
Major Subdivision escrow		1500.00		
Major Subdivision application		300.00		
Minor subdivision escrow		900.00		
Minor subdivision application		200.00		
Registered land survey escrow		300.00		

SERVICE OR LICENSE	SPECIAL NOTES	2015 Adopted	2016 Requested	Justification
Registered land survey application		200.00		Average hourly of all patrol & sergeants = \$35.23 hr * 2.3 for benefits & car
Professional Services				
Administrative Fee (Project Related Activity-Staff admin)	Consultants hired for project: Ex: Hakanson Anderson	3% of contractor bill		
Attorney - municipal		At City cost		
Attorney - non-municipal		At City cost		
City Staff Services		2.30 x wage/hr.		
Police Officer		78.00/hr	81.00/hr	
Other professional /staff services		2.30 X wage/hr.		
Public Safety				
Alarms: False (3rd offense)	In a Calendar Year	75.00		
Alarms: False (4th offense)	In a Calendar Year	150.00		
Alarms: False (5th offense)	In a Calendar Year	225.00		
Alarms: False (6th offense)	In a Calendar Year	300.00		
ATV/Golf Card Permit		10.00		
Car Seat Check -Non-Resident only		25.00		
Clandestine Drug Labs Remediation	Recovery of Public Costs	125% of Recovery Costs (Recovery Cost + 25% admin Fee)		
Copies: Audio/Video CD/DVD		20.00		
Copies: Incident/Investigative Reports	Per statute Ch163 sec 8 adopted 8/1/05	.25/page		
Copies: Statistical Summary Reports		5.00		
Dangerous Dog License		500.00		
Dog Impoundment fee		125.00+board		
Dog Impoundment fee - If Non Licensed		145.00 +board		
Dog Impoundment fee (2nd offense)	w/in 12 months (+50.00 each addtl w/in 12 mo)	175.00 +board		
Dog license - duplicate		5.00		
Dog license - male/female - 3 yr. license		20		
Dog license - male/female neutered/spayed - 3 yr. license		10		
Fire Prevention:				
Fire Suppression Fees:				
Permit		Valuation based/1997 UBC Fee Table 1-A		
		Minimum of 23.50		
Plan Review		65% of permit fee		
		\$5.00 Minimum State Surcharge		
Fire Alarm Fees:				
Permit		Valuation based/1997 UBC Fee Table 1-A		

SERVICE OR LICENSE	SPECIAL NOTES	2015 Adopted	2016 Requested	Justification
		Minimum of 23.50		
Plan Review		65% of permit fee		
		\$5.00 Minimum State Surcharge		
Temporary Assembly/Tent Permit(Greater than 100 sq. ft.)		50.00/per tent		
Aboveground Tank Storage		100.00/per tank		
Underground Tank Storage		100.00/per tank		
Fuel Tank Storage Removal		100.00/per tank		
Daycare Inspection Fee		50.00		
Permit Re-Inspection Fee		50.00		
Fireworks/Pyrotechnic Display Permit		200.00		
Fireworks -Retail Sale Permit - Retailer only selling fireworks		350.00		
Fireworks-Retail Sale Permit-All other retailers		100.00		
Double Permit Fee		2 x normal permit fee		
Lock Box Fee:				
Surface Mount		215.00		
Recessed Box		255.00		
All Others		Actual cost + 10% Admin fee		
Fire Code Re-Inspection Fee		140.00		
Gas Line Hit By Contractors	Effective 4-1-10	300.00		
Open Burn Permits:				
Open burn permit application	Residential	25.00		
	Commercial	50.00		
Open burn permit fire suppression escrow		500.00		
Open burn permit fire suppression services		300.00/hr. - min 300.00		
Illegal Burning	Effective 4-1-10	200.00		
Subsequent Site Evaluations		45.00/visit		
Fire Service Fee:				
Disaster Assistance		300.00/hr. per truck		
Ordinance Violations		300.00/hr.		
Victim Service Fee		300.00/hr. per truck		
Hunting Permit (Bow) per person		5.00		
Hunting Permit (Shotgun) per person		5.00		
Hunting Permit (Target Shooting) per person		5.00		
Letter of Good Standing		10.00		
Photo CD		20.00/cd		
Photo Electronical Transfers		10.00/transmission		
Photo Reprints		5.00 min chg + 1.00/print		
Vehicle Lockout		20.00		
Vehicle Storage		10.00/day		

SERVICE OR LICENSE	SPECIAL NOTES	2015 Adopted	2016 Requested	Justification
Reimbursements				
Mileage/personal vehicle (IRS allowable rate)	Always follow IRS adopted rate	.575/mile	Available Oct 1	
Right-of-Way				
Permit Fee - Boring/Open Trench		\$95+\$15/Driveway, \$20/Road Closing		
		+ \$10,000 Bond per mile		
Boulevard Tree Replacement		\$700/Tree		
Permit Fee - Overhead		\$95.00\+.05/linear foot		
Street and Traffic Charges				
Developer contribution:				
street and/or traffic signs		Developer Installed		
Bituminous Paving/Patching		25.00/sq yard		
Culverts		Price + Tax		
Road Improvement Assessment	Per Special Assessment Policy	Per Policy		
Street Sweeping: Equipment Only:	Per FEMA Schedule of Equipment Rates	74.00/Hr		
Traffic Sign Replacement		200.00		
Tobacco				
Cigarette Sales (vending and over-the counter)		250.00		
Cigarette Sales with age verification technology		150.00		
E-Cigarette Sales		250.00		
E-Cigarette Sales with age verification technology		150.00		
UTILITY RATES				
Assessment Charge for Unpaid Items Assessed	Administration fee	\$76/ACCT	\$30.00/account	Based on fellow city comparison
Interest Rate on Unpaid Items Assessed		2 points over 10-year treasury	5.50%	Based on fellow city comparison
Penalty/late payment	Past due on current billing	10%		
Recycling Rates				
Residential Curb-side Program fee/qtr	Per Ace Contract	8.85/qtr		
Sewer Rates				
Residential/Single dwelling usage fee/qtr		66.79	68.79	3% increase. Met Council increasing sewer rates by 17.6%. Est 2016 Sewer Budget nets \$33,000 with 3% Increase. Average 2015 Sewer charge in metro area was \$73.98/qtr

SERVICE OR LICENSE	SPECIAL NOTES	2015 Adopted	2016 Requested	Justification
Multi-family(apt) & commercial usage fee/qtr		66.79+2.89/1000 gal. in excess of 20,000 gal.	68.79+2.98/1000 gal.	3% increase. Met Council increasing sewer rates by 17.6%. Est 2016 Sewer Budget nets \$33,000 with 3% Increase. Average 2015 Sewer charge in metro area was \$73.98/qtr
Connection charge/res. equivalent		1,126.00		
Connection charge/acre comm./ind.		3,391.00		
Lateral Benefit Charges: Residential	Project Costs per lot	3,411.00	4,415.00	
Lateral Benefit Charges: Commercial	Project Costs per acre		7,268.00	Based on 2015 Project Costs - Riverdale Drive
Street Lights				
Developer contribution:				
installation of Cobra street light		1300.00/light	Per Connexus Energy Fee Schedule	Fee based on actual price paid
traditionaire subdivision street light (w/100 ft of wire)		Developer Installed		
New ROW COR Lights		\$2,600/light	Per Connexus Energy Fee Schedule	Fee based on actual price paid
street light O & M 3 year @ \$98/year		\$294/light		
Residential billing:				
urban subdivision street light rate per lot (>7/92)		9.01/qtr		
rural subdivision street light rate per lot		14.85/qtr		
priority street light rate per residential lot		1.37/qtr		
Storm Water Management Rates				
Residential		11.31/qtr	12.44/qtr	10% Increase-Fund projects in 2016-2020 CIP. Average 2015 Storm Water Charge in metro area was \$12.99/qtr
Commercial		45.23/REU/qtr	49.76/REU/qtr	10% Increase-Fund projects in 2016-2020 CIP. Average 2015 Storm Water Charge in metro area was \$51.96/qtr
Trunk charge/res. equivalent		459.00		
Trunk charge/acre comm./ind.		4,577.00		

SERVICE OR LICENSE	SPECIAL NOTES	2015 Adopted	2016 Requested	Justification	
Water Rates					
Minimum usage fee/qtr	Per 2012 Comprehensive Water System Study	37.05	37.80	2% Increase from 2012 Water study. Average 2015 Water Charge in Metro area was \$46.65/qtr	
Quarterly Rate Structure	Conservation Rates				
		\$2.47 per 1,000 for 1st 15,000 gallons	\$0 for 1st 15,000 gallons - \$37.80 Minimum		2% Increase from 2012 Water study
		\$2.56 per 1,000 for 15,001-25,000	\$2.61 per 1,000 for 15,001-25,000		2% Increase from 2012 Water study
		\$2.64 per 1,000 for 25,001-40,000	\$2.69 per 1,000 for 25,001-40,000		2% Increase from 2012 Water study
		\$2.80 per 1,000 for 40,001-60,000	\$2.86 per 1,000 for 40,001-60,000		2% Increase from 2012 Water study
		\$3.02 per 1,000 for 60,001-99,000	\$3.08 per 1,000 for 60,001-99,000		2% Increase from 2012 Water study
		\$3.33 per 1,000 for 99,001-201,000	\$3.40 per 1,000 for 99,001-201,000		2% Increase from 2012 Water study
		\$3.99 per 1,000 for 201,001 and above	\$4.07 per 1,000 for 201,001 and above		2% Increase from 2012 Water study
Odd/Even Sprinkling Violations:	Effective day after Memorial Day thru Day after Labor Day				
	No Sprinkling between 10 am-8:00 pm				
First Violation		Written Warning & Registered Letter			
Second Violation		50.00			
Third Violation		100.00			
Fourth Violation		Water Service turned off			
Meter Replacement Admin Fee for Non-Compliance		\$75/qtr			
Installation of meter w/remote (Res & Commercial)		140.00			
Curb Stop driveway enclosure		65.00	0.00	No longer use	
5/8" Meter - Radio Read System		275.00			
Replacement Meter Horn		45.00			
Other than 5/8" meter		Cost plus 5%			
Water shut off at Curbstop		100.00			
Water shut off at Curbstop	Winter Period of November 1 - April 1	150.00			
Townhouse Irrigation Meter Winterization		150.00			
Broken Hydrant Replacement - Summer		500.00			
Broken Hydrant Replacement - Winter		750.00			

CITY OF RAMSEY
 2016 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES
 Ord #15-18

SERVICE OR LICENSE	SPECIAL NOTES	2015 Adopted	2016 Requested	Justification
Connection charge/res. equivalent	Per 2012 Comprehensive Water System Study	1,637.00	1,678.00	2.5% Increase from 2012 Water study
Connection charge/res. Within Reimbursement Area	PER \$6M Agreement with 21st Century Bank	1,925.00		
Connection charge/acre comm./ind.	Per 2012 Comprehensive Water System Study	6,131.00	6,284.00	2.5% Increase from 2012 Water study
Lateral Benefit Charges: Residential	Project Costs per lot	6,454.00	5,639.00	Based on 2015 Project Costs - Garnet St
Lateral Benefit Charges: Commercial	Project Costs per acre		6,308.00	Based on 2015 Project Costs - Riverdale Drive