

City of Ramsey
Agenda
Regular City Council
Tuesday, July 11, 2017
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

1. **Call to Order**
2. **Presentation**
3. **Citizen Input**
4. **Consent Agenda**
 1. Receive Cash & Investments for Period Ending June 30, 2017
 2. Approve Licenses
 3. Approve Rental Licenses
 4. Approve the Following Meeting Minutes:
 1. City Council Work Session dated 06/27/17
 2. City Council Regular dated 06/27/17
 5. Approve Amendment to Comprehensive Plan Amendment Application for Armstrong West Area
 6. Adopt Resolution #17-07-175 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 22, 2017 through July 6, 2017
 7. Adopt Resolution #17-07-174 Declaring the City of Ramsey's Participation in the State Council on Local Results and Innovation -- Performance Measurement Program
 8. Adopt Resolution #17-07-164 Granting Approval of a Revised Final Plat and Amended Development Agreement for Trott Brook Addition (Project No. 103); Case of Trott Brook Hall
 9. Adopt Resolution #17-07-167 Authorizing Execution of Cooperative Construction Agreement #1002020 for Improvement Project #16-20, Riverdale Drive Extension - Traprock Street to Ramsey Boulevard
 10. Adopt Resolution #17-07-171 Approving an Encroachment Agreement for a Deck to be Partially Located within a Drainage and Utility Easement at 7042 167th Crossing NW; Case of Holly and Cory Steinbach
5. **Approve Agenda**

6. Public Hearing

1. Public Hearing: PSD LLC Business Park: Consider Establishing TIF District 16 and Approving a TIF Agreement

7. Council Business

1. Adopt Resolution #17-07-165 Approving a Curbside Recycling Contract with ACE Solid Waste
2. Report on Yard Waste Disposal Options
3. Adopt Resolution #17-07-176 Approving Tree Clearing and Grading Agreement for Bunker Lake Industrial Park; Case of PSD, LLC
4. Adopt Resolution #17-07-168 Ordering Feasibility Report for Improvement Project #18-00, Stanhope Terrace Street Reconstructions
5. Adopt Resolution #17-07-169 Ordering Feasibility Report for Improvement Project #18-01, North Forty Street Reconstructions
6. Adopt Resolution #17-07-170 Ordering Feasibility Report for Improvement Project #18-02, Hy-10 Ramsey Street Reconstructions

8. Mayor/Council/Staff Input

9. Adjournment

CC Regular Session**4. 1.****Meeting Date:** 07/11/2017**By:** Diana Lund, Finance

Information**Title**

Receive Cash & Investments for Period Ending June 30, 2017

Purpose/Background:

Purpose: Receive reports of the city's cash and investments for period ending June 30, 2017.

Cash and investment report shows the monthly cash flow - receipts and expenditures through June 30, 2017, with the current listing of the city's investment portfolio.

Action:

No action required. Informational only.

AttachmentsCash & Investments for Period Ending June 30, 2017

Form Review**Inbox**

Kurt Ulrich

Form Started By: Diana Lund

Final Approval Date: 07/06/2017

Reviewed By

Kurt Ulrich

Date

07/06/2017 11:42 AM

Started On: 06/29/2017 03:05 PM

CITY OF RAMSEY
REPORT OF POOLED CASH FLOWS
Period Ended June 30, 2017

	June-17 CURRENT MONTH	2017 YEAR-TO-DATE
CASH AND TEMPORARY INVESTMENTS		
BEGINNING BALANCE	\$ 61,747,370.64	\$ 64,912,887.39
CASH INFLOWS:		
Daily Deposit	1,422,499.85	3,777,802.87
Tax Settlements	3,900,000.00	4,058,808.75
U/B Receipts	76,731.66	1,388,261.50
Credit Cards	106,332.93	977,482.58
Interest Earnings [Net of Interest Paid on Investments]	115,818.34	465,269.10
Bond Proceeds		
TOTAL CASH INFLOW	\$ 5,621,382.78	\$ 10,667,624.80
TOTAL CASH AVAILABLE	\$ 67,368,753.42	\$ 75,580,512.19
CASH OUTFLOWS:		
Prepaid Checks	1,269,605.94	4,107,320.58
Bills Lists	491,249.58	3,163,948.18
Pay Estimates	262,980.61	673,394.05
Credit Cards	7,343.56	23,117.49
Payroll - Net	475,555.17	1,987,014.50
Flex Reimbursement	5,057.86	30,985.87
Void Checks/Dormant Checks Paid	(39,840.76)	(41,254.38)
Debt Service	299,377.51	1,038,273.76
Miscellaneous [Bank Charges; etc.]	28.00	316.19
TOTAL CASH OUTFLOW	\$ 2,771,357.47	\$ 10,983,116.24
POOLED CASH AND TEMPORARY INVESTMENTS ENDING BALANCE	\$ 64,597,395.95	\$ 64,597,395.95
MEMO - NET 2017 CASH INFLOW (OUTFLOW)	2,850,025.31	(315,491.44)

INVESTMENT PORTFOLIO SUMMARY

BEGINNING BALANCE	\$ 58,702,809.78	57,425,022.30
Purchases	3,570,000.00	11,073,000.00
Maturities/Sales	(4,590,136.72)	(10,815,349.24)
ENDING BALANCE	\$ 57,682,673.06	\$ 57,682,673.06

2017 CASH AND INVESTMENT ACTIVITY

CITY	STATED		SECURITY		PRIN	PURCH	SOLD/	BV		
INVEST #	MAT	BROKER	DESCRIP	CUSIP	BAL	2017	MATURE	PRIN	PAR	YTM
	DATE				1/1/2017		2017	BAL		
								12/31/2017		
160623	6/23/2017	4M	Term Series 4M		2,000,000.00		2,000,000.00	0.00	2,000,000.00	0.70%
161208C	3/8/2017	4M	Term Series 4M		1,000,000.00		1,000,000.00	0.00	1,000,000.00	0.45%
170202	1/30/2018	4M	Term Series 4M			1,000,000.00	0.00	1,000,000.00	1,000,000.00	0.85%
170629A	6/29/2018	4M	Term Series 4M			2,000,000.00	0.00	2,000,000.00	2,000,000.00	1.20%
170517	5/17/2018	4M	Term Series 4M			1,000,000.00	0.00	1,000,000.00	1,000,000.00	1.00%
170406A	10/5/2017	4M	Term Series 4M			1,000,000.00	0.00	1,000,000.00	1,000,000.00	0.80%
170406B	4/13/2018	4M	Term Series 4M			1,000,000.00	0.00	1,000,000.00	1,000,000.00	0.92%
160927B	3/28/2017	4M	Term Series 4M		1,000,000.00		1,000,000.00	0.00	1,000,000.00	0.43%
160722B	1/23/2017	4M	Term Series 4M		500,000.00		500,000.00	0.00	500,000.00	0.43%
160825A	8/25/2017	4M	Term Series 4M		752,400.00		0.00	752,400.00	752,400.00	0.60%
160825B	8/25/2017	4M	CD-CIT BANK/ONEWEST-	58978	247,600.00		0.00	247,600.00	247,600.00	0.95%
14M1205C	10/11/2017	4M	CD-SONABANK (BOND PI	57968	161,000.00		0.00	161,000.00	161,000.00	0.75%
								7,161,000.00		
150701A	2/1/2020	BAIRD	WINTHROP MN TAX	976367ND0	290,000.00		0.00	290,000.00	290,000.00	2.43%
160322A	3/22/2021	BAIRD	FNMA	3136H3BT1	250,000.00		0.00	250,000.00	250,000.00	1.00%
160420A	2/1/2017	BAIRD	MINNENOTONKA MN ISL	604204QS9	120,000.00		120,000.00	0.00	120,000.00	1.04%
160322B	1/1/2020	BAIRD	MINNENOTONKA MN ISL	604195D20	100,000.00		0.00	100,000.00	100,000.00	1.55%
160323	3/23/2021	BAIRD	FNMA	3136G3CJ2	300,000.00		300,000.00	0.00	300,000.00	1.00%
150701B	2/1/2021	BAIRD	WINTHROP MN TAX	976367NE8	305,000.00		0.00	305,000.00	305,000.00	2.68%
140904	9/1/2021	BAIRD	OKLAHOMA TAXABLE	678519RP6	535,000.00		0.00	535,000.00	535,000.00	2.45%
								1,480,000.00		
170125A	1/25/2019	ICD SEC	CD-WHITNESY BANK	966594AV5		249,000.00	0.00	249,000.00	249,000.00	1.00%
170623	6/24/2019	ICD SEC	CD-STATE BANK OF INDI	856285BZ3		249,000.00	0.00	249,000.00	249,000.00	1.70%
170629B	12/31/2018	ICD SEC	CD-ALLY BANK	02006L3S0		100,000.00	0.00	100,000.00	100,000.00	1.50%
170630A	6/29/2018	ICD SEC	CD-BANK BARODA	06062RAU6		98,000.00	0.00	98,000.00	98,000.00	1.25%
170630B	12/28/2018	ICD SEC	CD-BAR HARBOR	066851VR4		249,000.00	0.00	249,000.00	249,000.00	1.50%
170630C	12/31/2018	ICD SEC	CD-FIRST BANK SOUTHE	31931TEP6		249,000.00	0.00	249,000.00	249,000.00	1.50%
170630D	6/28/2019	ICD SEC	CD-SUMMIT COMMUNIT	86604XLX2		205,000.00	0.00	205,000.00	205,000.00	1.55%
160826A	8/27/2018	ICD SEC	CD-ADMIRALS BANK	007220AM8	200,000.00		0.00	200,000.00	200,000.00	1.00%
141212A	6/12/2017	ICD SEC	CD-ALLY BANK	02006LMP5	100,000.00		100,000.00	0.00	100,000.00	1.20%
160330B	10/2/2017	ICD SEC	CD-ALLY BANK	02006LZH9	74,000.00		0.00	74,000.00	74,000.00	0.85%
160728B	7/30/2018	ICD SEC	CD-ALLY BANK	02006LH30	75,000.00		0.00	75,000.00	75,000.00	1.00%
150710B	7/10/2017	ICD SEC	CD-AMERICAN COMMER	02519TAC0	250,000.00		0.00	250,000.00	250,000.00	1.00%
160930C	4/6/2018	ICD SEC	CD-AMERICAN NATIONA	02771RAQ6	249,000.00		0.00	249,000.00	249,000.00	0.90%
160930A	4/2/2018	ICD SEC	CD-AMERICAN NATIONA	02771PNK9	157,000.00		0.00	157,000.00	157,000.00	0.85%
140725B	1/25/2017	ICD SEC	CD-AMERICAN WEST BA	03059OD59	200,000.00		200,000.00	0.00	200,000.00	0.80%
151230A	6/30/2017	ICD SEC	CD-APPLE BANK FOR SA	03784JPH1	250,000.00		250,000.00	0.00	250,000.00	1.00%
150415	4/13/2017	ICD SEC	CD-BANK CASTILE	061077BC6	150,000.00		150,000.00	0.00	150,000.00	0.70%
160615	6/15/2018	ICD SEC	CD-BANK LEUMI USA	063248FQ6	250,000.00		0.00	250,000.00	250,000.00	1.05%
170413	4/13/2018	ICD SEC	CD-BANK OF BARODA	06062Q2P8		151,000.00	0.00	151,000.00	151,000.00	1.05%
170509	11/9/2017	ICD SEC	CD-BANK OF CHINA	06426WFAS		99,000.00	0.00	99,000.00	99,000.00	1.00%
160707	7/7/2017	ICD SEC	CD-BANK OF CHINA	06426TSQ3	149,000.00		0.00	149,000.00	149,000.00	0.70%
160210B	2/10/2017	ICD SEC	CD-BANK OF CHINA	06426TPK9	100,000.00		100,000.00	0.00	100,000.00	0.70%
160826B	8/27/2018	ICD SEC	CD-BANK OF HOPE	062683AB3	249,000.00		0.00	249,000.00	249,000.00	1.00%
161230B	12/29/2017	ICD SEC	CD-BANK OF INDIA	06279HUR2	249,000.00		0.00	249,000.00	249,000.00	1.00%
150630B	3/30/2017	ICD SEC	CD-BANK OF NORTH CA	06414QVR7	250,000.00		250,000.00	0.00	250,000.00	0.85%
151130B	11/30/2017	ICD SEC	CD-BANK UNITED	066519BC2	250,000.00		0.00	250,000.00	250,000.00	1.10%
170125B	1/25/2019	ICD SEC	CD-BANKERS West BANK	06610YFQ5		109,000.00	0.00	109,000.00	200,000.00	1.00%
140716	7/16/2019	ICD SEC	CD-BARCLAYS BANK	06740KH7	250,000.00		0.00	250,000.00	250,000.00	2.05%
160706	6/7/2017	ICD SEC	CD-BEAL BANK	07370WZX7	249,000.00		249,000.00	0.00	249,000.00	0.70%
151223	7/24/2017	ICD SEC	CD-BLC COMMUNITY BA	05549CGA2	250,000.00		0.00	250,000.00	250,000.00	1.05%
150923	9/22/2017	ICD SEC	CD-BMO HARRIS	05573J4P3	250,000.00		0.00	250,000.00	250,000.00	1.10%
161130	11/30/2018	ICD SEC	CD-BMW BANK OF NORT	05580AFN9	100,000.00		0.00	100,000.00	100,000.00	1.30%
150626B	6/26/2017	ICD SEC	CD-BMW BANK OF NORT	05580ABY9	150,000.00		150,000.00	0.00	150,000.00	1.05%
151231	6/30/2017	ICD SEC	CD-BRICKELL BANK	10801DAA9	250,000.00		250,000.00	0.00	250,000.00	1.00%
160729A	4/30/2018	ICD SEC	CD-BROOKLINE BANK	113730CE6	176,000.00		0.00	176,000.00	176,000.00	0.85%
170131	7/31/2019	ICD SEC	CD-CAPE COD	13934CAB3		249,000.00	0.00	249,000.00	200,000.00	1.00%
170111	1/11/2019	ICD SEC	CD-CAPITAL ONE BANK	140420S92		148,000.00	0.00	148,000.00	200,000.00	1.00%
150624	12/26/2017	ICD SEC	CD-CAPITAL ONE BANK	29266NK71	100,000.00		0.00	100,000.00	100,000.00	1.30%
150715A	7/16/2018	ICD SEC	CD-CAPITAL ONE BANK	14042E4R8	250,000.00		0.00	250,000.00	250,000.00	1.60%
150930B	3/30/2017	ICD SEC	CD-CARDINAL BANK	14147VFD3	250,000.00		250,000.00	0.00	250,000.00	0.80%
160330A	6/30/2017	ICD SEC	CD-CELTIC BANK UT	15118RKY2	250,000.00		250,000.00	0.00	250,000.00	0.70%
170330B	9/30/2019	ICD SEC	CD-CENTRAL FEDERAL S	15347EAE9		249,000.00	0.00	249,000.00	249,000.00	1.55%
170331	9/30/2019	ICD SEC	CD-CITIZENS STATE BAN	17668UAP5		103,000.00	0.00	103,000.00	103,000.00	1.50%
160826C	2/28/2019	ICD SEC	CD-COMENITY CAP BAN	20033ARR9	249,000.00		0.00	249,000.00	249,000.00	1.20%
170208	8/8/2018	ICD SEC	CD-COMMERCIAL BANK	20146AAC4		101,000.00	0.00	101,000.00	101,000.00	1.20%
151130A	11/30/2017	ICD SEC	CD-COMPASS BANK	20451PNZ5	250,000.00		0.00	250,000.00	250,000.00	1.15%
150715B	7/17/2017	ICD SEC	CD-CONESTOGA BANK	20701PBQ6	250,000.00		0.00	250,000.00	250,000.00	1.00%

2017 CASH AND INVESTMENT ACTIVITY

CITY	STATED		SECURITY		PRIN		SOLD/	BV		
INVEST #	MAT	BROKER	DESCRIP	CUSIP	BAL	PURCH	MATURE	PRIN	PAR	YTM
	DATE				1/1/2017	2017	2017	12/31/2017		
150717	1/17/2017	ICD SEC	CD-CRESCOM BANK	225862CE9	250,000.00		250,000.00	0.00	250,000.00	0.65%
140723A	1/23/2018	ICD SEC	CD-CUSTOMERS BANK	23204HBR8	200,000.00		0.00	200,000.00	200,000.00	1.30%
150715C	7/17/2017	ICD SEC	CD-DISCOVER BANK	254672SC3	100,000.00		0.00	100,000.00	100,000.00	1.15%
150730	7/30/2018	ICD SEC	CD-DISCOVER BANK	254672TA6	149,000.00		0.00	149,000.00	149,000.00	1.70%
151218A	3/20/2017	ICD SEC	CD-DMB COMMUNITY B	23322GKG1	250,000.00		250,000.00	0.00	250,000.00	0.70%
160720	7/20/2018	ICD SEC	CD-EAGLE BANK	27002YCX2	249,000.00		0.00	249,000.00	249,000.00	0.90%
151218C	6/15/2017	ICD SEC	CD-EAST BOSTON SAVIN	27113PAT8	250,000.00		250,000.00	0.00	250,000.00	1.00%
150515	5/15/2017	ICD SEC	CD-ENERBANK	29266NK71	99,000.00		99,000.00	0.00	99,000.00	0.90%
170228	5/1/2019	ICD SEC	CD-ESSA BANK & TRUST	29667RPN7		249,000.00	0.00	249,000.00	249,000.00	1.40%
160129	1/29/2018	ICD SEC	CD-EVERBANK	29976DH94	248,000.00		0.00	248,000.00	250,000.00	1.10%
151125	11/27/2017	ICD SEC	CD-FIRST BANK PUERTO	33767ASC6	250,000.00		0.00	250,000.00	250,000.00	1.20%
151113	11/13/2017	ICD SEC	CD-FIRST MERIT BANK	320844PU1	250,000.00		0.00	250,000.00	250,000.00	1.00%
160816	2/16/2018	ICD SEC	CD-FIRST NATIONAL BA	332135GM8	249,000.00		0.00	249,000.00	249,000.00	0.90%
151218B	6/18/2018	ICD SEC	CD-FIRST SOURCE BANK	33646CFY5	250,000.00		0.00	250,000.00	250,000.00	1.25%
151029	10/27/2017	ICD SEC	CD-FRIST TEXOMA NATI	33717WAA2	100,000.00		0.00	100,000.00	100,000.00	0.85%
140822	2/22/2017	ICD SEC	CD-GE CAPITAL BANK	36161TX59	49,000.00		49,000.00	0.00	49,000.00	1.00%
130301	3/1/2018	ICD SEC	CD-GE CAPITAL BANK	36161TJB2	200,000.00		0.00	200,000.00	200,000.00	1.10%
170327	7/27/2018	ICD SEC	CD-GNB BANK	36198JCP7		249,000.00	0.00	249,000.00	249,000.00	1.20%
150629	1/30/2017	ICD SEC	CD-GNB BANK	36198JAX2	250,000.00		250,000.00	0.00	250,000.00	0.80%
150930A	3/30/2017	ICD SEC	CD-GOLDMAN SACHS	38148JP62	100,000.00		100,000.00	0.00	100,000.00	0.85%
140828	2/28/2017	ICD SEC	CD-GREAT SOUTHERN B.	39120VRK2	249,000.00		249,000.00	0.00	249,000.00	1.00%
140717	4/17/2017	ICD SEC	CD-GUARANTY BANK &	40082OBK1	250,000.00		250,000.00	0.00	250,000.00	0.85%
160729B	3/29/2018	ICD SEC	CD-HERITAGE BANK	42724JDF9	249,000.00		0.00	249,000.00	249,000.00	0.85%
160824	8/24/2018	ICD SEC	CD-HSBC BANK	40434BG1	249,000.00		249,000.00	0.00	249,000.00	1.10%
160721A	7/23/2018	ICD SEC	CD-INDEPENDENCE BAN	45340KDP1	249,000.00		0.00	249,000.00	249,000.00	0.90%
161216A	12/17/2018	ICD SEC	CD-INVESTORS SAVINGS	46176PFV2	249,000.00		0.00	249,000.00	249,000.00	1.35%
151216B	1/17/2017	ICD SEC	CD-ION BANK	46203PAC6	208,000.00		208,000.00	0.00	208,000.00	0.75%
151211A	6/12/2017	ICD SEC	CD-ISRAEL DISCOUNT B	465076HV2	250,000.00		250,000.00	0.00	250,000.00	1.00%
160831	8/31/2018	ICD SEC	CD-JP MORGAN CHASE	48126XCN3	249,000.00		0.00	249,000.00	249,000.00	1.05%
170222	2/28/2019	ICD SEC	CD-KEY BANK	493065XF8		149,000.00	0.00	149,000.00	149,000.00	1.55%
161019	10/19/2018	ICD SEC	CD-LAKESIDE BANK	51210SLX3	100,000.00		0.00	100,000.00	100,000.00	1.05%
160115	7/17/2017	ICD SEC	CD-LINCOLN PARK SAVI	53468JAG7	250,000.00		0.00	250,000.00	250,000.00	1.00%
161230A	12/30/2019	ICD SEC	CD-M BANK	55275FFK3	160,000.00		0.00	160,000.00	160,000.00	1.55%
161215	12/14/2019	ICD SEC	CD-MAIN STREET BANK	56034WAP6	249,000.00		0.00	249,000.00	200,000.00	1.45%
150710A	7/10/2017	ICD SEC	CD-MB FINANCIAL	55266CMR4	250,000.00		0.00	250,000.00	250,000.00	1.00%
140610	6/9/2017	ICD SEC	CD-MEDALLION BANK	58403BP26	250,000.00		250,000.00	0.00	250,000.00	1.00%
150130	1/30/2017	ICD SEC	CD-MERRICK BANK	59013JDA4	100,000.00		100,000.00	0.00	100,000.00	0.75%
160413	10/13/2017	ICD SEC	CD-MIDLANDS SB, IL	59774QE44	250,000.00		0.00	250,000.00	250,000.00	0.85%
151031	1/4/2018	ICD SEC	CD-NOA BANK	65487TBD2	150,000.00		0.00	150,000.00	150,000.00	0.90%
170330A	4/1/2019	ICD SEC	CD-NORTHFIELD BANK	66612ABG2		249,000.00	0.00	249,000.00	249,000.00	1.45%
160210A	2/9/2018	ICD SEC	CD-ORIENTAL BANK	686184WS7	200,000.00		0.00	200,000.00	200,000.00	1.20%
161221	6/21/2019	ICD SEC	CD-ORRSTOWN BANK	687377EA5	249,000.00		0.00	249,000.00	249,000.00	1.50%
161229	6/29/2018	ICD SEC	CD-PREFERRED BANK	740367FE2	249,000.00		0.00	249,000.00	249,000.00	1.15%
170317	9/17/2018	ICD SEC	CD-PRIVATE BANK & TR	74267GVR5		200,000.00	0.00	200,000.00	200,000.00	1.15%
161228A	6/28/2018	ICD SEC	CD-PROVIDENCE BANK	74374MAD6	249,000.00		0.00	249,000.00	249,000.00	1.20%
161207	6/7/2018	ICD SEC	CD-ROLLSTONE BANK &	77579ABW5	200,000.00		0.00	200,000.00	200,000.00	1.15%
170125C	1/25/2019	ICD SEC	CD-RONDOUT SAVINGS I	776322AR0		200,000.00	0.00	200,000.00	200,000.00	1.00%
160916	9/17/2018	ICD SEC	CD-SAFRA NATIONAL BA	78/658QYZ0	249,000.00		0.00	249,000.00	249,000.00	1.10%
140924	9/25/2017	ICD SEC	CD-SALLIE MAE BANK	40082OBK1	249,000.00		0.00	249,000.00	249,000.00	1.40%
160224A	8/24/2017	ICD SEC	CD-SANTANDER BANK	80280JLV3	250,000.00		0.00	250,000.00	250,000.00	0.95%
160930D	4/30/2018	ICD SEC	CD-STEARN'S BANK	85789ARN1	249,000.00		0.00	249,000.00	249,000.00	0.95%
161228B	6/28/2019	ICD SEC	CD-STEUBEN TR CO	860010BG1	160,000.00		0.00	160,000.00	160,000.00	1.40%
140305	3/6/2017	ICD SEC	CD-SYNOVOUS BANK	87164DEB2	200,000.00		200,000.00	0.00	200,000.00	0.85%
161123	5/23/2018	ICD SEC	CD-TCF NATIONAL BANK	872278XK7	100,000.00		0.00	100,000.00	100,000.00	0.90%
160721B	1/22/2018	ICD SEC	CD-TRANSPORTATION A	89388CBF7	249,000.00		0.00	249,000.00	249,000.00	0.75%
141209	9/27/2017	ICD SEC	CD-UNITED BANK	909552AQ4	250,000.00		0.00	250,000.00	250,000.00	0.65%
170421	4/22/2019	ICD SEC	CD-UNITED COMMUNITY	90983HAC8		249,000.00	0.00	249,000.00	249,000.00	1.40%
161219	12/19/2018	ICD SEC	CD-WEB BANK	947547JJ5	249,000.00		0.00	249,000.00	249,000.00	1.40%
160617	6/18/2018	ICD SEC	CD-WELLS FARGO BANK	9497485X1	150,000.00		0.00	150,000.00	150,000.00	1.20%
150925	9/25/2017	ICD SEC	CD-WELLS FARGO BANK	9497482H9	100,000.00		0.00	100,000.00	100,000.00	1.00%
151211B	12/11/2017	ICD SEC	CD-WEX BANK	92937CDH8	250,000.00		0.00	250,000.00	250,000.00	1.20%
160930B	4/2/2018	ICD SEC	CD-WOOD & HUSTON BA	978208AA4	249,000.00		0.00	249,000.00	249,000.00	1.00%
170112	1/11/2019	ICD SEC	CD-WORLDS FOREMOST	981571CS9		100,000.00	0.00	100,000.00	200,000.00	1.00%
170119	1/18/2019	ICD SEC	CD-WORLDS FOREMOST	981571CU4		100,000.00	0.00	100,000.00	200,000.00	1.00%
160525	8/25/2017	ICD SEC	CD-Z BANK	98878BAD0	249,000.00		0.00	249,000.00	249,000.00	0.75%
2016 Investments & MM									17,430,000.00	
090102B	12/25/2018	Com Sec	FNR 2003-120 BY	31393UGR8	13,715.78		4,912.41	8,803.37	200,000	3.98%
									8,803.37	
160606	5/1/2020	Northland	ANCHOR BAY MI SCH DI	032879-TC-2	500,000.00		0.00	500,000.00	500,000	2.12%
170109	6/1/2022	Northland	DESMOINES IA TAX	250097-J3-7		200,000.00	0.00	200,000.00	200,000	2.30%
170620A	6/1/2019	Northland	WATERLOO IOWA TAXA	941647-VS-5		210,000.00	0.00	210,000.00	210,000	1.55%

2017 CASH AND INVESTMENT ACTIVITY

CITY	STATED		SECURITY		PRIN	PURCH	SOLD/	BV		
INVEST #	MAT	BROKER	DESCRIP	CUSIP	BAL	2017	MATURE	PRIN	PAR	YTM
	DATE				1/1/2017		2017	BAL		
								12/31/2017		
170620B	6/1/2020	Northland	WATERLOO IOWA TAXAI	941647-VT-3		210,000.00	0.00	210,000.00	210,000	1.75%
170215	5/1/2019	Northland	SPARTA WIS REFUNDING	846748-HC-8		100,000.00	0.00	100,000.00	100,000	1.80%
161101	3/1/2019	Northland	MARSHFIELD WI TAX	572852-W4-9	145,000.00		0.00	145,000.00	145,000	1.20%
161114B	2/1/2024	Northland	ANDOVER MN TAX	034313-ZU-3	300,000.00		0.00	300,000.00	300,000	2.25%
160812	5/1/2023	Northland	MONROE MI TAX	611101-MF-0	190,000.00		0.00	190,000.00	190,000	2.26%
160728A	5/1/2020	Northland	WISCONSIN STATE TAX	97705M-DS-1	500,000.00		0.00	500,000.00	500,000	1.15%
161003A	2/1/2018	Northland	OLIVIA MN TAX	681079-YD-5	45,000.00		0.00	45,000.00	45,000	2.00%
161003B	2/1/2019	Northland	OLIVIA MN TAX	681079-YE-3	95,000.00		0.00	95,000.00	95,000	2.00%
161003C	2/1/2020	Northland	OLIVIA MN TAX	681079-YF-0	100,000.00		0.00	100,000.00	100,000	2.00%
130412	2/1/2024	Northland	BECKER MN TAX	075671LJ4	50,000.00		0.00	50,000.00	50,000	2.75%
150903	11/1/2018	Northland	BROOKFIELD WI, TAXAB	112857-BL-0	500,000.00		0.00	500,000.00	500,000	2.20%
110310	2/1/2020	Northland	BROOKLYN CENTER ISD	113853-KG-9	285,000.00		0.00	285,000.00	285,000	4.65%
120215B	6/1/2026	Northland	CEDAR RAPIDS IO TAX	150528-JU-2	50,000.00		0.00	50,000.00	50,000	4.55%
120606B	6/1/2022	Northland	CEDAR RAPIDS IO TAX	150528-N2-6	135,000.00		0.00	135,000.00	135,000	2.50%
120606A	6/1/2023	Northland	CEDAR RAPIDS IO TAX	150528-PA-9	140,000.00		0.00	140,000.00	140,000	2.70%
140620	12/1/2020	Northland	CELINA OHIO SCHOOL D	151069-FD-8	300,000.00		0.00	300,000.00	300,000	2.13%
130815A	12/1/2020	Northland	CHASKA, MN TAX	161664-DY-0	75,000.00		0.00	75,000.00	75,000	2.50%
130815B	12/1/2021	Northland	CHASKA, MN TAX	161664-DZ-7	75,000.00		0.00	75,000.00	75,000	2.75%
140502	2/15/2020	Northland	COLLINGSWOOD NJ TAX	194756-PQ-9	145,000.00		0.00	145,000.00	145,000	3.00%
140730A	6/1/2019	Northland	DES MOINES IA TAXABL	25009X-GB-5	115,000.00		0.00	115,000.00	115,000	2.00%
140730B	6/1/2020	Northland	DES MOINES IA TAXABL	25009X-GC-3	145,000.00		0.00	145,000.00	145,000	2.10%
141104	2/1/2022	Northland	DULUTH MN TAXABLE	264438-G5-5	150,000.00		0.00	150,000.00	150,000	3.00%
151217A	12/1/2018	Northland	FARGO ND TAXABLE	30747N-BC-7	435,000.00		0.00	435,000.00	435,000	1.40%
151217B	12/1/2017	Northland	FARGO ND TAXABLE	30747N-BB-9	395,000.00		0.00	395,000.00	395,000	1.00%
151216A	6/14/2018	Northland	FFCB	3133EF-SH-1	500,000.00		0.00	500,000.00	500,000	1.17%
140326	9/26/2017	Northland	FHLB	3130A15P9	350,000.00		0.00	350,000.00	350,000	1.00%
151119B	11/19/2021	Northland	FNMA	3136GSSA6	400,000.00		0.00	400,000.00	400,000	1.00%
150601	6/1/2017	Northland	HAWKEYE COMMUNITY	42016A-KH-3	190,000.00		190,000.00	0.00	190,000	0.90%
140320A	3/1/2019	Northland	HAWLEY MN SCHOOL DI	420416-EZ-8	390,000.00		0.00	390,000.00	390,000	1.85%
140117	11/1/2019	Northland	HONOLULU TAXABLE	438670-Q4-6	275,000.00		0.00	275,000.00	275,000	1.84%
110114A	2/1/2017	Northland	HOPKINS ISD #270	439881-HB-2	100,000.00		100,000.00	0.00	100,000	2.75%
150109	10/1/2022	Northland	HUBBARD COUNTY TAX	443348-DE-4	135,000.00		0.00	135,000.00	140,000	2.70%
121211D	6/1/2017	Northland	IOWA WESTERN COMM C	462612-QM-7	100,000.00		100,000.00	0.00	100,000	0.85%
120321	3/1/2022	Northland	MADISON WI SCHOOL D	558495-KN-6	500,000.00		0.00	500,000.00	500,000	2.50%
150708	2/1/2019	Northland	MAPLEWOOD MN TAX	56557-UM-5	350,000.00		0.00	350,000.00	350,000	1.80%
110203A	4/1/2017	Northland	MEDFORD WIS SCHOOL I	58434T-DK-3	40,000.00		40,000.00	0.00	40,000	2.75%
121228B	9/1/2023	Northland	MIDDLETON WIS REFUND	596782-T6-7	300,000.00		0.00	300,000.00	300,000	2.36%
120214B	9/1/2025	Northland	MIDDLETON WIS REFUND	596782-TJ-1	315,000.00		0.00	315,000.00	315,000	2.85%
150430	2/1/2022	Northland	MINNETONKA ISD #276	604195-YG-6	270,000.00		0.00	270,000.00	270,000	3.00%
130702A	1/1/2019	Northland	MINNETONKA ISD #276	604195-VW-4	285,000.00		0.00	285,000.00	285,000	1.40%
130702B	1/1/2021	Northland	MINNETONKA ISD #276	604195-VY-0	400,000.00		0.00	400,000.00	400,000	2.10%
120215A	1/1/2028	Northland	MINNETONKA ISD #276	604195-SB-4	50,000.00		0.00	50,000.00	50,000	5.20%
130722	2/1/2021	Northland	MOUND MN TAXABLE	620S35-W4-2	95,000.00		0.00	95,000.00	95,000	2.00%
100803B	2/1/2018	Northland	NEW PRAGUE BAB	648159-TX-9	70,000.00		0.00	70,000.00	70,000	3.75%
100803C	2/1/2019	Northland	NEW PRAGUE BAB	648159-TY-7	45,000.00		0.00	45,000.00	45,000	4.00%
100803D	2/1/2020	Northland	NEW PRAGUE BAB	648159-TZ-4	70,000.00		0.00	70,000.00	70,000	4.25%
141006	6/1/2020	Northland	NORTHEAST IOWA COMM	664214-JQ-7	320,000.00		0.00	320,000.00	320,000	1.90%
111031	6/1/2018	Northland	RACINE WIS TAXABLE	750021-6D-4	755,000.00		0.00	755,000.00	755,000	2.10%
130624A	2/1/2023	Northland	RAMSEY COUNTY TAXAI	751622-HH-7	595,000.00		0.00	595,000.00	595,000	2.75%
130624B	2/1/2022	Northland	RAMSEY COUNTY TAXAI	751622-HG-9	285,000.00		0.00	285,000.00	285,000	2.50%
150804	11/1/2018	Northland	SHEBYGAN WISCON REF	82102R-BM-6	800,000.00		0.00	800,000.00	800,000	1.25%
120308A	12/1/2020	Northland	SHOREWOOD WIS TAX	825230-KU-8	150,000.00		0.00	150,000.00	150,000	2.50%
120308B	12/1/2022	Northland	SHOREWOOD WIS TAX	825230-KW-4	150,000.00		0.00	150,000.00	150,000	2.80%
120308C	12/1/2027	Northland	SHOREWOOD WIS TAX	825230-LB-9	225,000.00		0.00	225,000.00	225,000	3.25%
120308D	12/1/2028	Northland	SHOREWOOD WIS TAX	825230-LC-7	465,000.00		0.00	465,000.00	465,000	3.15%
120214B	4/1/2017	Northland	ST FRANCIS ISD#15	789466-PU-7	250,000.00		250,000.00	0.00	250,000	4.40%
110608	2/1/2019	Northland	WADENA MN BAB	930217-JD-7	95,000.00		0.00	95,000.00	95,000	3.94%
130624C	6/1/2018	Northland	WATERLOO IOWA TAXAI	941647-NZ-8	345,000.00		0.00	345,000.00	345,000	2.00%
150626C	10/1/2017	Northland	WESTERN LAKE SUPERIOR	958522-WS-9	245,000.00		0.00	245,000.00	245,000	1.35%
160317	2/1/2019	Northland	BECKER MN TAX	075663YH9	645,000.00		0.00	645,000.00	645,000	1.15%
161222	2/1/2019	Northland	ST. PAUL MN PORT AUTH	793028-WR-8	145,000.00		0.00	145,000.00	145,000	2.00%
160420B	10/1/2018	Northland	SHEBOYGAN WIS TAX	82102R-BY-0	250,000.00		0.00	250,000.00	250,000	1.00%
120215C	10/1/2019	Northland	WESTERN LAKE SUPERIOR	958522-WU-4	100,000.00		0.00	100,000.00	100,000	3.15%
110816B	10/1/2017	Northland	WESTIN LAKE SUPERIOR	958522-WS-9	350,000.00		0.00	350,000.00	350,000	2.50%
141205A	9/1/2018	Northland	WYANDOTTE KANSAS SI	982696-QE-9	125,000.00		0.00	125,000.00	125,000	1.93%
2015 Investment								16,435,000.00		
120817A	5/1/2018	UBS	NYC-TAXABLE	64971QTU7	500,000.00		0.00	500,000.00	500,000	1.60%
160224B	12/1/2019	UBS	MCLEAN COUNTY IL SCF	582018F5	450,000.00		0.00	450,000.00	450,000	2.00%
161208A	4/1/2023	UBS	NEW HOPE CULTURAL EI	64542WAY6	250,000.00		0.00	250,000.00	250,000	2.27%
161208B	11/1/2024	UBS	MICHIGAN FIN AUTH RE	59447TJX2	250,000.00		0.00	250,000.00	250,000	2.51%
161216B	12/16/2022	UBS	CD-MERCANTIL COMM E	58733ADQ9	245,000.00		0.00	245,000.00	245,000	2.30%
161114A	7/1/2025	UBS	LEXINGTON FAYETTE AI	52909MCA0	300,000.00		0.00	300,000.00	300,000	2.75%

2017 CASH AND INVESTMENT ACTIVITY

CITY	STATED				PRIN	PURCH	SOLD/	BV		
INVEST #	MAT	BROKER	SECURITY	CUSIP	BAL	2017	MATURE	PRIN	PAR	YTM
	DATE		DESCRIP		1/1/2017		2017	12/31/2017		
160927A	5/1/2021	UBS	YPSILANTI MI SCHOOL D	987864NY7	405,000.00		0.00	405,000.00	405,000.00	2.18%
160928	3/28/2025	UBS	FHLB	3130A9CN9	300,000.00		0.00	300,000.00	300,000.00	1.25%
160930E	9/30/2019	UBS	CD-JEFFERSON BANK & T	472376AA0	245,000.00		0.00	245,000.00	245,000.00	1.15%
160802	12/1/2027	UBS	TOOLE CITY UT TAX	89033RBU7	400,000.00		0.00	400,000.00	400,000.00	2.76%
160826D	8/24/2026	UBS	FHLB	3130A8Z63	300,000.00		0.00	300,000.00	300,000.00	1.25%
160830A	8/28/2026	UBS	FHLB	3130A8ZF3	300,000.00		0.00	300,000.00	300,000.00	1.50%
160830B	8/28/2023	UBS	FHLMC	3134GAACKO	300,000.00		0.00	300,000.00	300,000.00	1.25%
160830C	8/1/2022	UBS	NEW YORK CITY TAXAB	64966MED7	300,000.00		0.00	300,000.00	300,000.00	1.60%
160830D	8/24/2023	UBS	FNMA	3136G32Y0	250,000.00		0.00	250,000.00	250,000.00	1.13%
160705	11/1/2021	UBS	MICHIGAN STATE TAX	594612CX9	300,000.00		0.00	300,000.00	300,000.00	1.78%
160718	12/1/2021	UBS	LITTLE MIAMI OHIO SCH	537292KY9	345,000.00		0.00	345,000.00	345,000.00	1.76%
160726	7/26/2024	UBS	FHLMC	3134G9N78	500,000.00		0.00	500,000.00	500,000.00	1.25%
160727	5/1/2022	UBS	NORTH BRAND SCHOOL	657740F50	500,000.00		0.00	500,000.00	500,000.00	2.08%
160601	2/15/2022	UBS	MCALLEN TAX	582018FF5	200,000.00		0.00	200,000.00	200,000.00	1.75%
160613	12/1/2020	UBS	SCHILLER PARK TAX	8062721LM6	325,000.00		0.00	325,000.00	325,000.00	2.50%
160526	5/1/2020	UBS	MILAN MICH SCHOOL T	598801JD1	500,000.00		0.00	500,000.00	500,000.00	1.51%
160412	5/1/2019	UBS	LINCOLN SD TAX	533883NG5	500,000.00		0.00	500,000.00	500,000.00	2.03%
160422	5/15/2021	UBS	UNIVERSITY OF CA TAX	91412GFS9	500,000.00		0.00	500,000.00	500,000.00	1.91%
160428	10/28/2022	UBS	FNMA	3136G3JS5	250,000.00		0.00	250,000.00	250,000.00	1.00%
161018	7/1/2024	UBS	SELMA ALA TAX	816459QV6	500,000.00		0.00	500,000.00	500,000.00	2.50%
161026	10/1/2024	UBS	HONOLULU TAX	4386705W7	300,000.00		0.00	300,000.00	300,000.00	2.37%
130611	5/21/2018	UBS	FNMA	3135GOXDO	750,000.00		0.00	750,000.00	750,000.00	1.29%
030630A	6/15/2018	UBS	FHR 2628 AB	31393VMQ1C	2,641.38		1,090.68	1,550.70	200,000.00	3.12%
030730A	8/25/2018	UBS	FNR 2003-74-KN	31393EAL3C	4,910.50		2,359.53	2,550.97	300,000.00	3.59%
030930A	9/15/2018	UBS	FHR 2677 KH	31394JTP2	56.81		56.88	-0.07	300,000.00	4.50%
121207	11/1/2018	UBS	NYC GEN TAX	64971QH55	500,000.00		0.00	500,000.00	500,000.00	1.28%
140710	7/10/2019	UBS	CD-AMERICAN EXPRESS	02587CAC4	240,000.00		0.00	240,000.00	240,000.00	1.95%
040730A	7/15/2019	UBS	FHR 2822 DB	31395C3S8	6,325.23		3,283.37	3,041.86	500,000.00	5.00%
130606B	11/1/2019	UBS	NYC GEN TAX	64971QH63	1,000,000.00		0.00	1,000,000.00	1,000,000.00	1.73%
150310	4/1/2020	UBS	MONTGOMERY ALA TAX	613035L69	400,000.00		0.00	400,000.00	400,000.00	2.15%
151207	12/1/2020	UBS	SACRAMENTO TAXABLE	786060BB8	300,000.00		0.00	300,000.00	300,000.00	3.00%
970625	2/25/2021	UBS	FNMA FNR-1991-7 H	31358FZW2	1,000.00		0.00	1,000.00	129,000.00	7.84%
970917B	9/15/2021	UBS	FHLMC REMIC SERIES FF	312904GT6C	357.00		189.84	167.16	255,714.00	7.21%
151119A	11/19/2021	UBS	FNMA	3136G2SA6	500,000.00		0.00	500,000.00	500,000.00	1.05%
151104	3/1/2022	UBS	NEW YORK TAXALBE	64966KQC0	500,000.00		0.00	500,000.00	500,000.00	2.26%
001127	7/25/2022	UBS	FNR G92-35	31358PHV2C	981.33		144.64	836.69	75,215.00	7.49%
021004	8/25/2022	UBS	FNR 1992-125L	31358PS40C	1,076.65		131.58	945.07	52,000.00	7.00%
020826	10/15/2022	UBS	FHR 1391D	312912LUO	957.62		180.31	777.31	59,990.00	6.00%
150812	6/1/2023	UBS	CHARLOTTE TAXABLE	161037L61	300,000.00		0.00	300,000.00	300,000.00	2.65%
010328	6/25/2023	UBS	FHG14A	312916PD5R	2,000.00		0.00	2,000.00	152,000.00	6.00%
151009	9/1/2024	UBS	NJ ENVIRONMENTAL INF	645791CAO	270,000.00		0.00	270,000.00	270,000.00	3.15%
151023	10/1/2024	UBS	MADISON TAXABLE	55844RKN3	640,000.00		0.00	640,000.00	640,000.00	2.39%
150311	3/11/2025	UBS	CD-HBSC BANK	40434ASB6	240,000.00		0.00	240,000.00	240,000.00	2.25%
									15,167,869.69	
TOTAL INVESTMENTS					57,425,022.30	11,073,000.00	10,815,349.24	57,682,673.06		
Unamortized Premiums					1,454,478.04	431.00			1,454,909.04	
Unamortized Discounts					(3,290,662.99)	(1,010.00)			(3,291,672.99)	
BOW					4,039,093.60	17,496,280.72	16,099,669.43	5,435,704.89		
Money Market Accounts					5,284,956.44	4,530,825.51	6,500,000.00	3,315,781.95		
Net Cash and Investments					64,912,887.39	33,099,527.23	33,415,018.67	64,597,395.95		

CC Regular Session

4. 2.

Meeting Date: 07/11/2017

By: Jo Thieling, Administrative Services

Information

Title

Approve Licenses

Purpose/Background:

Purpose: The purpose of this case is to approve license requests for 2017.

Background: Certain businesses in the City of Ramsey are required to apply for a license in addition to the Business Registration Certificate (BRC). Other businesses that may require a license, but are not required to have a BRC may also be included in this approval. Those new license requests and/or renewals are attached for Council approval.

Recommendation:

Staff recommends approval of license applications.

Action:

Motion to approve license applications.

Attachments

Licenses

Form Review

Form Started By: Jo Thieling
Final Approval Date: 07/06/2017

Started On: 07/06/2017 01:25 PM

License Applications
07/11/17

*Transient Merchant	The Gut Truck Minnesota	465 Rice Street – to be parked in Do All Printing Parking Lot	Anoka, MN 55303 Ramsey, MN 55303	612-730-4614
**Solicitor	Halversons Inc./Schechter Inc.	5250 West 73 rd St – Ste 03	Edina, MN 55439	763-762-0940
***Solicitor	Aptive Environmental	5751 W 73 rd St	Edina, MN 55439	651-705-2847
****Special Events	City of Ramsey – Happy Days	7550 Sunwood Drive NW	Ramsey, MN 55303	763-427-1410

*Food Truck

**To go door to door to establish customers – selling variety packs of frozen food – meat

***To go door to door to solicit business for pest control

****For the annual City festival – Happy Days – includes exhibitions, 5K, inflatable playgrounds, parade, pancake breakfast, bingo, food vendors, beer tent, live music, car show, bike tour, and fireworks.

CC Regular Session**4. 3.****Meeting Date:** 07/11/2017**By:** JoAnn Shaw, Community Development

Information**Title**

Approve Rental Licenses

Purpose/Background:

Purpose: The purpose of this case is to approve rental license requests for 2017.

Background: Detached Single-Family Homes and Attached Single-Family Homes (townhomes, duplexes, etc.) are required to obtain a license (registration), but are not subject to inspections (unless the City has sufficient evidence of a violation of City Code).

Multi-Family Units (apartments, condos, etc.) will continue to be subject to the license and inspection program as required today, but the inspection frequency will be reduced.

New license application requests are attached for Council approval.

Recommendation:

Staff recommends approval of license applications.

Action:

Motion to approve rental license applications.

AttachmentsRental License Applications

Form Review**Inbox**

Kurt Ulrich

Form Started By: JoAnn Shaw

Final Approval Date: 07/06/2017

Reviewed By

Kurt Ulrich

Date

07/06/2017 11:43 AM

Started On: 07/05/2017 02:23 PM

Report Name: Rental License - License Types

Council Dates: 7/11/2017 to 7/11/2017

Status: Active, Inactive

License Type(s): Rental, Rental-Type I-3 Year,

Rental-Type II-2 Year, Rental-Type III-1 Year,

Rental-Type IV-6 Months, Rental-Type IV-Pending

City of Ramsey

Rental License - License Types

Printed: 7/5/2017

Page: 1

<u>Company</u>	<u>Location</u>	<u>Complex</u>	<u>Exp. Date</u>	<u>Council Date</u>	<u>Statu</u>
Rental					
Joshua Trutwin	6993 139th Ave NW		7/11/2020	7/11/2017	A
Ryan Kolander	7012 139th Ave NW		7/11/2020	7/11/2017	A
Kelly Karasek	7032 139th Ave NW		7/11/2020	7/11/2017	A
James and Karen Sandquist	7055 139th Ave NW		7/11/2020	7/11/2017	A
Jeremy Peterson	7067 139th Ave NW		7/11/2020	7/11/2017	A
Jenna Properties, LLC	7068 139th Ave NW		7/11/2020	7/11/2017	A
IASIS V, Inc	5418 142nd Ave NW		7/11/2020	7/11/2017	A
Gail Van Court	5421 142nd Ave NW		7/11/2020	7/11/2017	A
Kraig and Jayne Domogalla	5435 144th Way NW #16		7/11/2020	7/11/2017	A
Kraig and Jayne Domogalla	5435 144th Way NW #22		7/11/2020	7/11/2017	A
Kraig and Jayne Domogalla	5450 144th Way NW #16		7/11/2020	7/11/2017	A
Kraig and Jayne Domogalla	5450 144th Way NW #18		7/11/2020	7/11/2017	A
Rhonda Grooms	7030 147th Ave NW		7/11/2020	7/11/2017	A
Brad Eagles	7041 147th La NW		7/11/2020	7/11/2017	A
Randy and Elaine Jilek	7262 147th La NW		7/11/2020	7/11/2017	A
Rakesh Desai	7282 147th La NW		7/11/2020	7/11/2017	A
Randy and Elaine Jilek	7306 147th La NW		7/11/2020	7/11/2017	A
Boeing Brothers, Inc.	7318 147th La NW		7/11/2020	7/11/2017	A
Grant Johnson	7327 147th La NW		7/11/2020	7/11/2017	A
Chris Dietsch	7368 147th La NW		7/11/2020	7/11/2017	A
Karrie and Colburn Lehn	7272 147th Ter NW		7/11/2020	7/11/2017	A
Statewide Investments, LLC	7795 148th La NW		7/11/2020	7/11/2017	A
Randy and Elaine Jilek	5697 154th Cove NW		7/11/2020	7/11/2017	A
Three C Properties, LLC	5552 154th La NW		7/11/2020	7/11/2017	A
Three C Properties, LLC	5581 154th La NW		7/11/2020	7/11/2017	A
Three C Properties, LLC	5589 154th La NW		7/11/2020	7/11/2017	A
LuAnn Nelson	5623 157th Ave NW		7/11/2020	7/11/2017	A
David Ketter	14128 Argon St NW		7/11/2020	7/11/2017	A
Ryan Best	7221 E Ramsey Pkwy		7/11/2020	7/11/2017	A
Kraig and Jayne Domogalla	15265 Fluorine St NW		7/11/2020	7/11/2017	A
Three C Properties, LLC	15426 Fluorine St NW		7/11/2020	7/11/2017	A
Three C Properties, LLC	15428 Fluorine St NW		7/11/2020	7/11/2017	A
Kim Correll	13928 Garnet Ter NW		7/11/2020	7/11/2017	A
Jason and Julie Huspek	14714 Helium St NW		7/11/2020	7/11/2017	A
Greg Steffenson	13918 Ironstone Ter NW		7/11/2020	7/11/2017	A
Christopher Peterson	14055 Junkite St NW		7/11/2020	7/11/2017	A
Tom Knox	14604 Olivine St NW		7/11/2020	7/11/2017	A
Rakesh Desai	14749 Olivine St NW		7/11/2020	7/11/2017	A
Grant Johnson	14756 Peridot St NW		7/11/2020	7/11/2017	A
Grant Johnson	14759 Peridot St NW		7/11/2020	7/11/2017	A
Jason Erickson	15407 Radium St NW		7/11/2020	7/11/2017	A
Jonathan Burris	15431 Radium St NW		7/11/2020	7/11/2017	A
Kim Correll	15416 Sodium St NW		7/11/2020	7/11/2017	A
Andrew Schowalter	15485 Sodium St NW		7/11/2020	7/11/2017	A

Report Name: Rental License - License Types

Council Dates: 7/11/2017 to 7/11/2017

Status: Active, Inactive

License Type(s): Rental, Rental-Type I-3 Year,
Rental-Type II-2 Year, Rental-Type III-1 Year,
Rental-Type IV-6 Months, Rental-Type IV-Pending

City of Ramsey Rental License - License Types

Printed: 7/5/2017

Page: 2

<u>Company</u>	<u>Location</u>	<u>Complex</u>	<u>Exp. Date</u>	<u>Council</u> <u>Date</u>	<u>Statu</u>
Rental					
Michael Horner	15547 Sodium Way NW		7/11/2020	7/11/2017	A
Thomas Kurak	14963 Sunfish Lake Blvd NW		7/11/2020	7/11/2017	A
Katrina Colby	14191 Xenon St NW #27		7/11/2020	7/11/2017	A

Rental License Count: 47

Total Licenses: 47

CC Regular Session**4. 4.****Meeting Date:** 07/11/2017**By:** Jo Thieling, Administrative Services

Information**Title**

Approve the Following Meeting Minutes:

1. City Council Work Session dated 06/27/17
2. City Council Regular dated 06/27/17

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 06/27/17
2. City Council Regular dated 06/27/17

AttachmentsCCWS MtsCC Mts

Form ReviewForm Started By: Jo Thieling
Final Approval Date: 06/28/2017

Started On: 06/28/2017 12:58 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, June 27, 2017, 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 (arrived at 5:35 p.m.)
Councilmember Melody Shryock

Members Absent: Councilmember John LeTourneau
Councilmember Kristine Williams

Also Present: City Administrator Kurtis Ulrich
Police Chief Jeff Katers
Public Works Superintendent Grant Riemer
Community Development Director Timothy Gladhill
City Engineer Bruce Westby
City Planner Chris Anderson
Asst. City Administrator/Economic Development Manager Patrick Brama
Information Technology Manager Jason Fredrickson
Elwyn Tinklenberg, The Tinklenberg Group
Greg Damron, CivicPlus
Jaime Shannon, CivicPlus

1. CALL TO ORDER

Mayor Strommen called the City Council Work Session to order at 5:33 p.m.

2. TOPICS FOR DISCUSSION

2.01: City of Ramsey Website Redesign Update, Recommendation, and Demonstration

Asst. City Administrator/Economic Development Manager Brama reviewed the staff report.

Councilmember Riley arrived at 5:35 p.m.

Greg Damron, CivicPlus, introduced himself noting that his company has been in business for 20 years and has designed over 2,600 websites. He explained that they only work with governmental entities.

Jaime Shannon, CivicPlus, provided examples of other municipal websites that they have created for cities of similar sizes. She highlighted features which allow users to sign up for mobile/email alerts. She stated that the attention span of users is very short, six to 11 seconds and therefore it must be easy for users to find the information they need. She stated that the “how do I” drop down menu makes it easy for residents to find the page they need within the website without having to know which department handles that duty. She noted that a search bar within the website also makes it easy for users to find the information they are looking for.

Mr. Damron stated that they try to make it easy for users to find the information they need through multiple options, so they can choose the option they are most used to using.

Ms. Shannon stated that more pictures and less text also helps to draw people in and keep their attention. She highlighted a City events calendar noting that each department can update their own events which will then load into an overall calendar with the same formatting. She provided details on the ease of uploading information and pictures to the website for City staff members. She provided additional details on how an online forum can be set up on the website in order to gather information from residents and then noted that a select staff person can be set up to receive the forum information. She stated that analytics for online surveys can also be provided. She stated that the website can be set up to accept reservations for amenities such as park shelters, with each amenity linking to its own calendar and able to accept e-payments to complete the reservation.

Mr. Damron stated that all of the features available for the website can also be made available for the City’s intranet, noting that just as residents can reserve park facilities, staff can reserve conference rooms through the intranet. He stated that everything that they use for the site is ADA compliant and mobile responsive. He stated that the City would also have the ability to create an app but noted that he would not necessarily recommend that as the entire site is mobile responsive and therefore the only benefit to an app would be the ability for push notifications.

Ms. Shannon highlighted another city website that features a scrolling newsfeed with items from each department that bring you to the specific department page when clicked on.

Mr. Damron provided an example of a department header. He explained that most companies will create a subsite for each department but noted that his company can carry forward the same type of dropdown menu and features as the homepage but specific to each department.

Councilmember Kuzma asked how the past archives and history would be handled.

Ms. Shannon stated that there is a document center and archive center that would be created in order to be searchable on the site.

Mr. Damron stated that they would also optimize the current content. He explained that they will condense the eight-sentence paragraph into two or three sentences. He stated that they make it simple to update, using the example of an employee that receives a promotion and noting that the title can be updated in one place and it will automatically update that title in each of the locations that title appears.

Councilmember Kuzma stated that it seems that the onboarding process is six to eight months.

Mr. Damron stated that the typical timeline is 16-26 weeks and they have never missed a go live date because of something that they have done. He noted that sometimes there are delays in receiving necessary information from departments, which can push the timeline slightly.

Ms. Shannon stated that website security is one of their priorities. She noted that it is a proprietary system that is hosted in a tier two facility and they have never had a breach of information. She stated that they monitor 24/7 because they manage local government websites.

Councilmember Kuzma asked if there is backup.

Ms. Shannon stated that they have three redundant data centers around the country.

Mr. Damron stated that you will never have to call the company with a security problem, the company would be calling you. He stated that they created and manage the Ferguson, Missouri website and that did not get hacked or go down during that incident.

Councilmember Shryock asked the benefit of having an app.

Mr. Damron stated that if you have multiple products (Civic Engage, Civic HR, Civic Rec), you can manage all of the products within that one app.

Ms. Shannon stated that as a resident if you have signed up for “notify me” you will get a push notification when the City updates a notifying item.

Councilmember Kuzma asked if the package would include the app.

Mr. Damron stated that the package the City has been quoted does not include the app but that could be added if the City desires.

Mayor Strommen stated that this has been a great demonstration. She confirmed the consensus of the Council to select this vendor based upon what they have seen tonight. She asked staff at what point the Council will be brought in to give some update.

Information Technology Manager Fredrickson stated that they are just getting the Civic Engage package. He noted that the City can select additional aspects if they would like.

Asst. City Administrator/Economic Development Manager Brama stated that he has tracked the questions tonight and can bring some information back to the Council along the way.

2.02: Update on WiFi Service

Information Technology Manager Fredrickson reviewed the staff report. He noted that he has begun to research the dead spots within the City Hall and confirmed that there are funds available through QCTV to address the problem.

2.03: Update on Past Legislative Session and Other Transportation Related Legislative Activity

Elwyn Tinklenberg, The Tinklenberg Group, provided an update on recent legislative action. He stated that the work that has gone on within the community from staff and the Council has made a huge difference to make people understand why these rail crossing projects are so important. He stated that they were not able to get in the House or Senate bonding bill for the crossings. He commended Senator Abeler for his efforts and his willingness to assist but noted that both Senator Abeler and Representative Whelan had other priority items that they were working on as well. He provided additional details on the process that was followed to get language added specifying that any excess funding from the Hanson Boulevard crossing would be used for another priority project, which would be Ramsey. He stated that was done within the last two hours and the only reason that happens is because of the work the community has done. He stated that \$1,500,000 was included in the Hanson Boulevard crossing for Ramsey and it is equally important that the funds be made available to Ramsey rather than waiting for the Hanson crossing to be completed before releasing the remaining funds for Ramsey.

Mayor Strommen asked at what point the County can specify the portion of the funds that Hanson Boulevard will use and declare the remainder surplus that can be used for Ramsey.

Mr. Tinklenberg stated that Hanson Boulevard has already received additional funds and he believes that the County can move forward and determine funds that will be surplus and can be used for Ramsey. He also advised of additional funds that may be available for work near the Armstrong interchange. He stated that Representative Hortman would also like a list of projects that can be available for the next legislative session, which is good for the projects along Highway 10. He stated that it was an interesting session that opens the door for what can be done in the future.

Councilmember Riley asked what the Council needs to do.

Mr. Tinklenberg stated that the discussion tomorrow will be important as there were a lot of people that were not in the room when the last-minute legislative discussions were occurring. He stated that it will be important for the elected officials to be a part of the discussion with the County.

City Administrator Ulrich stated that tomorrow the meeting is for the Highway 10 Working Group. He stated that they have a clear agenda and talking points set.

Mayor Strommen stated that it is important for all of the folks at the meeting tomorrow to get into the loop on what the funds are meant for and noted that the discussion on timing and when Ramsey can have access to the funds will most likely occur in a separate meeting with the County. She thanked Mr. Tinklenberg for his continued efforts.

2.04: Consider Options for Proposed Plat Known as Northfork Meadows Located Near Puma Street and Alpine Drive; Case of Paxmar (Project #17-126)

Community Development Director Gladhill reviewed the staff report.

Mayor Strommen noted that the discussion tonight should focus on whether the City is willing to entertain more conversation to this and not alternative plans.

Councilmember Riley asked why staff would prefer a PUD rather than changing the zoning.

Community Development Director Gladhill noted that the PUD is a change to the zoning but it also allows flexibility for other items.

Councilmember Kuzma stated that if the density was able to be figured out for Capstone, he would not have a problem with this but would like to see a wider street.

Community Development Director Gladhill stated that with Capstone was consistent with the Comprehensive Plan with massaging at the edges while this would be a change.

Kent Roessler, Paxmar Development, stated that they are a local developer and brought this request to staff. He stated that the problem with this is the infrastructure and the investment that would be needed for Puma Street. He stated that they went back to the drawing board and came up with a version that would allow them to fund \$800,000 in infrastructure. He stated that all the units, single family and townhomes, would be involved in the homeowners' association. He stated that there are several users interested in this site. He stated that they develop single family lots for home builders. He stated that Ramsey is an up and coming community and builders want to build products in the community. He stated that this would add multiple builders, up to six, to build products in Ramsey. He noted that the problem is that in order to fund the \$800,000 on Puma investments, you cannot do a straight R-1 development without reaching \$400,000 homes. He stated that they would like direction from the Council on whether they should invest the funds to move forward on this process or not. He stated that they would like to be here and work with the City.

City Administrator Ulrich stated that the developer would be willing to work with the neighborhoods, noting that this is an extraordinary step to change the Comprehensive Plan. He stated that if the developer is willing to work with the neighbors, hopefully they can develop a compromise as it moves along.

Councilmember Shryock agreed that they should try to do work with the existing residents in the area. She stated that she is supportive of the option to work with different builders and would like to see a different transition option.

Councilmember Johns echoed the comments regarding the public process and density transition.

Councilmember Riley stated that he is absolutely interested in working with the developer and looking at different options for density transition. He stated that they are probably aware of what the neighborhood thinks and therefore that should be fairly short.

Mayor Strommen stated that she shares the concerns regarding density transition but also has a concern that in the past when Ramsey was going through a housing boom and did several Comprehensive Plan amendments, the Plan became kind of a non-plan. She stated that she is interested in remaining true to the essence of the plan but also keeping that fluid when necessary. She stated that she is not interested in reopening the wounds of the community in the constant changing of the Comprehensive Plan.

Councilmember Shryock stated that perhaps through this process it would be helpful to have comparison drawings of what could occur under the current zoning and what would be proposed. She stated that helps to remove the fear of the unknown and provides a comparison.

Councilmember Johns stated that she agrees that the public process piece is important to not just the adjacent neighbors but the community as a whole as this would be a change to the Comprehensive Plan.

Mayor Strommen stated that it comes down to whether you can rely on what the Comprehensive Plan says, noting that she has experience with a piece of park land that no longer became park land.

Additional written comments were received from Stephen Bona, Capstone Homes, Inc. and Mary and George Tafoya, 15130 Kangaroo Street NW, Ramsey, after the agenda was published. Those written comments are attached to be a part of the permanent record for this case.\

The consensus of the Council was to continue the discussions and to include a public process.

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 6:58 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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7.04: Consider Adoption of Resolution #17-06-147 Accepting Bids and Awarding Contract for Improvement Project #17-03, 2017 Crackseal and Sealcoat Improvements	6
7.05: Consider Adoption of Resolution #17-06-148 Accepting Bids and Awarding Contract for Improvement Project #17-09, Bunker Lake Boulevard Utility Extensions	6
7.06: Consider Adoption of Resolution #17-06-149 Approving Plans and Specifications and Authorizing Advertisement for Bids for Improvement Project #17-04, Sunwood Drive Striping Improvements	7
7.07: Consider Adoption of Resolution #17-06-151 Approving Plans and Specifications and Authorizing Advertisement for Bids for Improvement Project #16-20, Riverdale Drive Extension from Traprock Street to Ramsey Boulevard	8
7.08: Consider Adoption of Resolution #17-06-159 Authorizing Staff to Commence an Action in Anoka County District Court Seeking an Order Re-Vesting Title to Lot 2, Block 1, COR TWO, City of Ramsey	8
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**CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Ramsey City Council conducted a regular meeting on Tuesday, June 27, 2017, 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

Members Absent: Councilmember John LeTourneau
Councilmember Kristine Williams

Also Present: City Administrator Kurtis Ulrich
Finance Director Diana Lund
Police Chief Jeff Katers
City Engineer Bruce Westby
Asst. City Administrator/Economic Development Manager Patrick Brama

1. CALL TO ORDER

Mayor Strommen called the regular meeting of the Ramsey City Council to order at 7:04 p.m., followed by the Pledge of Allegiance led by Mayor Strommen.

2. PRESENTATION

None.

3. CITIZEN INPUT

David Logan, 7939 158th Avenue NW, referenced the bike trails the City has, noting that the parks department does an excellent job within the parks but wondered if the department could extend that work along the trails. He noted that he personally took his mower out and did a section of trail. He stated that previously residents could bring brush debris to the County for free but now it is harder to dispose of that material. He stated that perhaps Ramsey could have their own brush debris drop-off location.

City Administrator Ulrich stated that he and staff will research the items and bring something back to the next meeting.

Mayor Strommen agreed that the park department does an excellent job but she also noticed cracks and grass growing on the trails.

4. CONSENT AGENDA

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

- 4.01: Receive May 2017 Financial Reports – General Fund and Enterprise Funds
- 4.02: Note the Following Boards and Commissions Meeting Minutes:
 - Planning Commission Meeting Minutes dated May 4, 2017
 - Park and Recreation Meeting Minutes dated May 11, 2017
 - Environmental Policy Board Meeting Minutes dated May 15, 2017
 - Economic Development Authority Meeting Minutes dated May 25, 2017
- 4.03: Approve the following Meeting Minutes:
 - 1) City Council Work Session dated June 13, 2017
 - 2) City Council Regular dated June 13, 2017
- 4.04: Approve Rental Licenses
- 4.05: Award Contract for a Towing Vendor for the City of Ramsey
- 4.06: Adopt Resolution #17-06-152 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 8, 2017 through June 21, 2017
- 4.07: Adopt Resolution #17-06-146 Authorizing Partial Payment to New Look Contracting, Inc. for IP #16-36 Business Park 95 Regional Stormwater Pond Outlet
- 4.08: Adopt Resolution #17-06-153 Authorizing Final Payment to DRC, Inc. for Ramsey Municipal Complex Site Demolition
- 4.09: Adopt Resolution 17-06-154 Authorizing Partial Payment to Park Construction Company for IP #16-54 Mississippi River Trail Phase III
- 4.10: Adopt Resolution #17-06-155 Authorizing Partial Payment to Park Construction Company for IP #16-54 Mississippi River Trail Phase III
- 4.11: Adopt Resolution #17-06-156 Approving a Development Agreement for Covenant Meadows (Project #17-02)
- 4.12: Adopt Resolution #17-06-157 Adopting a General Records Retention Schedule

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

5. APPROVE AGENDA

City Administrator Ulrich noted that the public hearing for Item 6.1 will be canceled and advised that a statement will be provided in lieu of the public hearing for Item 6.2 as well.

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

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

6. PUBLIC HEARING

6.01: Public Hearing to Consider Liquor License Request for Penalty Box Grill: Case of SM Enterprises (Canceled)

This item was removed from the agenda.

6.02: Public Hearing to Consider PSD LLC Business Park: Consider Establishing TIF District 16 and Approving a TIF Agreement

Asst. City Administrator/Economic Development Manager Brama stated that there were changes to the case that is being reviewed and therefore this item should be postponed.

Councilmember Riley stated that the developer is in a hurry to have this developed in time for the indoor soccer season and asked if this action will impact that timeline.

Asst. City Administrator/Economic Development Manager Brama stated that the developer and the City have had several conversations over the past few days. He stated that the developer is actually going to swap building pads which will allow the developer to avoid moving the large soil mound which will allow the developer to create some time savings in the process. He stated that therefore this will not have an impact on the timeline as this strategic change will actually benefit the timeline.

Motion by Councilmember Riley, seconded by Councilmember Kuzma, to postpone the public hearing on the proposed modification to Development District No. 1 and District No. 16 and granting of a business subsidy from today, June 27, 2017 to July 11, 2017.

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

7. COUNCIL BUSINESS

7.01: PSD LLC Business Park: Consider Approving MOU Related to New Internal Public Roadway

Asst. City Administrator/Economic Development Manager Brama reviewed the staff report and noted that this roadway construction puts PSD in a position to complete their first two buildings. He noted that PSD hopes to have both buildings completed over the winter of 2017/2018 and additionally this roadway will put PSD in a position to provide pad ready sites for multiple future users, which is a competitive advantage to Ramsey. He noted that the first 500 feet of this roadway will be separate by a media and will include tree plantings, signage and will look both professional and inviting, thus setting the tone for the new business park. He noted that the public infrastructure project will help kick-off the new PSD business park and will set up

Ramsey for economic development success into the future. He noted that the EDA reviewed this case on June 8th and felt that it was generally consistent with the previous discussion/action by the EDA and Council in April and by consensus passed a motion to approve the MOU.

Councilmember Riley stated that the EDA reviewed this case and is supportive as this will help to create the much anticipated business park.

Motion by Councilmember Riley, seconded by Councilmember Johns, to Adopt the Memorandum of Understanding (MOU); authorizing a not-to-exceed \$250,000 reimbursement to PSD LLC for the construction of a new public roadway located within the City's new business park.

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

7.02: PSD LLC Business Park: Consider Accepting Business Subsidy Application and Call for a Public Hearing (Building #2)

Asst. City Administrator/Economic Development Manager Brama reviewed the staff report and recommendation from staff and the EDA to accept the business subsidy request from PSD LLC. He noted that staff believes that this request needs to be underwritten and checked against the policies of the City. He noted that staff also believes that from a preliminary/high-level perspective, the request seems reasonable for the City to further consider. He noted that the EDA also reviewed the request and by consensus, passed a motion to accept the business subsidy application from PSD LLC.

Councilmember Kuzma asked for input from the developer.

Matt Kuker stated that he was thinking about how this could get done to meet the timeline of Adrenaline Sports, noting that swapping the building pads will save about one month in the timeline. He commended staff for their continued cooperation and their ability to respond to changes. He stated that Adrenaline will occupy 88.5 percent of the building. He explained that the spec building and Adrenaline Sports building are not the same size, so basically this change will allow a 50-foot end open which could accommodate a batting cage client. He stated that he spoke with the owner of Adrenaline Sports, who is supportive of the change to the new location.

Motion by Councilmember Kuzma, seconded by Councilmember Johns, to accept a business subsidy application from PSD LLC and call for a public hearing on July 25, 2017.

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

7.03: Consider Adoption of Resolution #17-06-158 Providing for the Sale of \$895,000 in General Obligation Road Reconstruction Bonds, Series 2017A

Finance Director Lund reviewed the staff report and recommendation to adopt Resolution #17-06-158 approving the issuance of general obligation street reconstruction bonds.

Motion by Councilmember Kuzma, seconded by Councilmember Shryock, to Adopt Resolution #17-06-158 Providing for the Sale of \$895,000 General Obligation Road Reconstruction Bonds, Series 2017A.

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

7.04: Consider Adoption of Resolution #17-06-147 Accepting Bids and Awarding Contract for Improvement Project #17-03, 2017 Crackseal and Sealcoat Improvements

City Engineer Westby reviewed the staff report and recommendation to adopt Resolution #17-06-147 accepting bids and awarding a contract to Allied Blacktop Company in the amount of \$358,217.14 for the base bid and four alternate bids for Improvement Project #17-03, 2017 Crackseal and Sealcoat Improvements, and to direct Public Works to use the remaining street maintenance budget funds to complete additional spray patching in 2017.

Councilmember Riley stated that is nice to see the alternates incorporated and additional funds for patching. He asked for additional information on fog sealing.

City Engineer Westby provided additional details on fog sealing, noting that the intent is to lock in the rock better which makes it look newer longer and prevents the rock from tracking onto driveways and tracking into homes. He stated that the City has found that the benefit does not outweigh the cost for fog sealing as the next spring after that is completed you cannot tell the difference between the streets that were fog sealed and those that were not.

Motion by Councilmember Riley, seconded by Councilmember Shryock, to Adopt Resolution #17-06-147 Accepting Bids and Awarding Contract for Improvement Project #17-03, 2017 Crackseal and Sealcoat Improvements and direct Public Works to use the remaining street maintenance budget funds to complete additional spray patching in 2017.

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

7.05: Consider Adoption of Resolution #17-06-148 Accepting Bids and Awarding Contract for Improvement Project #17-09, Bunker Lake Boulevard Utility Extensions

City Engineer Westby reviewed the staff report and recommendation to adopt Resolution #17-06-148 accepting bids and awarding a contract for Improvement Project #17-09, Bunker Lake Boulevard Utility Extensions.

Councilmember Riley stated that when they went out for bid they talked about having check-ins to make sure the project was moving along smoothly. He asked the milestones reached to determine the City should move forward on this before that project moves forward.

City Engineer Westby stated that staff continues to meet with Capstone, more than weekly. He stated that Capstone already has \$400,000 vested to date and they are very close to having the assessment agreement that will come back to the Council for the improvements to the street and utility projects. He stated that Capstone hopes to have approvals by July and hopes to begin grading at the end of July. He noted that the funds the City will expend are from the sewer and water fund and will serve both the Capstone and PSD projects.

Councilmember Riley asked if there are any indications that Capstone will not move forward or receive the necessary approvals.

City Engineer Westby stated that the Lower Rum River Water Management Organization approved the Capstone permit today and there are no indications that Capstone is going to withdraw from the process as they continue to move full steam ahead.

Motion by Councilmember Kuzma, seconded by Councilmember Johns, to Adopt Resolution #17-06-148 Accepting Bids and Awarding Contract for Improvement Project #17-09, Bunker Lake Boulevard Utilities Extension.

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

7.06: Consider Adoption of Resolution #17-06-149 Approving Plans and Specifications and Authorizing Advertisement for Bids for Improvement Project #17-04, Sunwood Drive Striping Improvements

City Engineer Westby reviewed the staff report and recommendation to adopt Resolution #17-06-149 approving plans and specifications and authorizing advertisement for bids for Improvement Project #17-04, Sunwood Drive Striping Improvements.

Motion by Councilmember Johns, seconded by Councilmember Shryock, to Adopt Resolution #17-06-149 Approving Plans and Specifications and Authorizing Advertisement for Bids for Improvement Project #17-04, Sunwood Drive Striping Improvements.

Further discussion: Mayor Strommen noted that the striping will be different than what currently exists and asked what will be done to alert and educate the public. City Engineer Westby stated that the plan was to add something to the City website, noting that typically if they add a stop sign they put out a traffic control change sign but they typically do not put additional signage for striping. Mayor Strommen noted that advance warning is always good, noting an example in a nearby city where a minor change caused confusion for traffic patterns.

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

7.07: Consider Adoption of Resolution #17-06-151 Approving Plans and Specifications and Authorizing Advertisement for Bids for Improvement Project #16-20, Riverdale Drive Extension from Traprock Street to Ramsey Boulevard

City Engineer Westby reviewed the staff report and recommendation to adopt Resolution #17-06-151 approving plans and specifications and authorizing advertisement for bids for Improvement Project #16-20, Riverdale Drive Extension from Traprock Street to Ramsey Boulevard.

Mayor Strommen stated that while this may not be as flashy as the Armstrong interchange it shows the City and County's commitment towards improving Highway 10.

Motion by Councilmember Kuzma, seconded by Councilmember Shryock, to Adopt Resolution #17-06-151 Approving Plans and Specifications and Authorizing Advertisement for Bids for Riverdale Drive Extension from Traprock Street to Ramsey Boulevard, Improvement Project #16-20.

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

7.08: Consider Adoption of Resolution #17-06-159 Authorizing Staff to Commence an Action in Anoka County District Court Seeking an Order Re-Vesting Title to Lot 2, Block 1, COR TWO, City of Ramsey

City Administrator Ulrich reviewed the staff report and recommendation to adopt Resolution #17-06-159 authorizing staff to commence an action in Anoka County District Court Re-Vesting Title to Lot 2, Block 1, COR TWO, City of Ramsey.

Councilmember Kuzma stated that the City has reached out to McDonald's a number of times throughout the past few years and have continually been given the same response, therefore the City needs to move forward with development of the City.

Motion by Councilmember Kuzma, seconded by Councilmember Johns, to Adopt Resolution #17-06-159 Authorizing Staff to Commence an Action in Anoka County District Court Re-Vesting Title to Lot 2, Block 1, COR TWO, City of Ramsey.

Further discussion: Councilmember Riley stated that this is truly unfortunate that they are in this position, as he is the last person that wants the City to possess more land. He stated that this comes down to a contract issue as McDonald's has stated that they would begin construction in 2016 and complete by 2017 while McDonald's continues to state that they would not be ready to move forward for some period of time. Councilmember Shryock agreed that this is an unfortunate circumstance. She stated that there are other opportunities for development once this situation resolves itself and looks forward to future opportunities. Mayor Strommen stated that the City wants to sell the land but also wants to see development, noting that the intent was to sell the land for development and that is not what happened. She stated that this is an important

step in solidifying the position that the Council wants to see development and not people sitting on land with speculation.

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

8. MAYOR, COUNCIL AND STAFF INPUT

City Administrator Ulrich announced upcoming meetings and events.

9. ADJOURNMENT

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

Motion carried.

The regular meeting of the City Council adjourned at 8:05 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. 5.****Meeting Date:** 07/11/2017**By:** Tim Gladhill, Community Development

Information**Title**

Approve Amendment to Comprehensive Plan Amendment Application for Armstrong West Area

Purpose/Background:

In February, 2017, the City Council authorized an Application for a Comprehensive Plan Amendment for the area generally west of Armstrong Boulevard along Bunker Lake Boulevard and Puma Street. The Amendment included two (2) general areas.

1. Future Business Park
2. Riverstone Addition (Capstone Homes)

This Amendment combined these two projects into one (1) Application. For clarity in final approval, Staff desires to separate these as separate amendments. The adjustment also reflects Preliminary Plat Approval for Riverstone Addition.

Notification:

Notification is not required to update the Application for Comprehensive Plan Amendment to separate the two projects.

Funding Source:

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

Recommendation:

Staff recommends approval of the attached resolutions. The Planning Commission previously recommended approval of these amendments combined as well as the respective development projects.

Action:

Motion to adopt Resolution #17-07-172 approving an adjusted Application for Comprehensive Plan Amendment for Riverstone Addition and #17-07-173 approving an adjusted Application for Comprehensive Plan Amendment for the Future Business Park.

Attachments

Amended Future Land Use Map

Resolution #17-07-172

Resolution #17-07-173

Form Review**Inbox**

Kurt Ulrich

Form Started By: Tim Gladhill

Final Approval Date: 07/06/2017

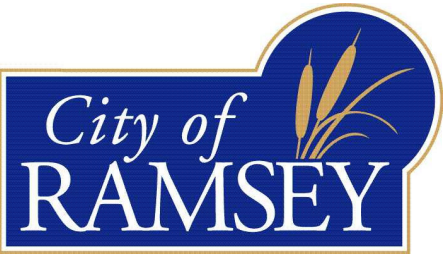
Reviewed By

Kurt Ulrich

Date

07/06/2017 11:52 AM

Started On: 07/06/2017 10:32 AM

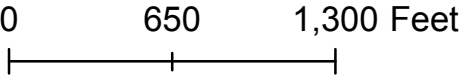


**2030 Comprehensive Plan
Riverstone Addition &
Future Business Park
Proposed Amendment**

-  Bunker Lake Business Park
-  Riverstone Addition

11_2003_LU

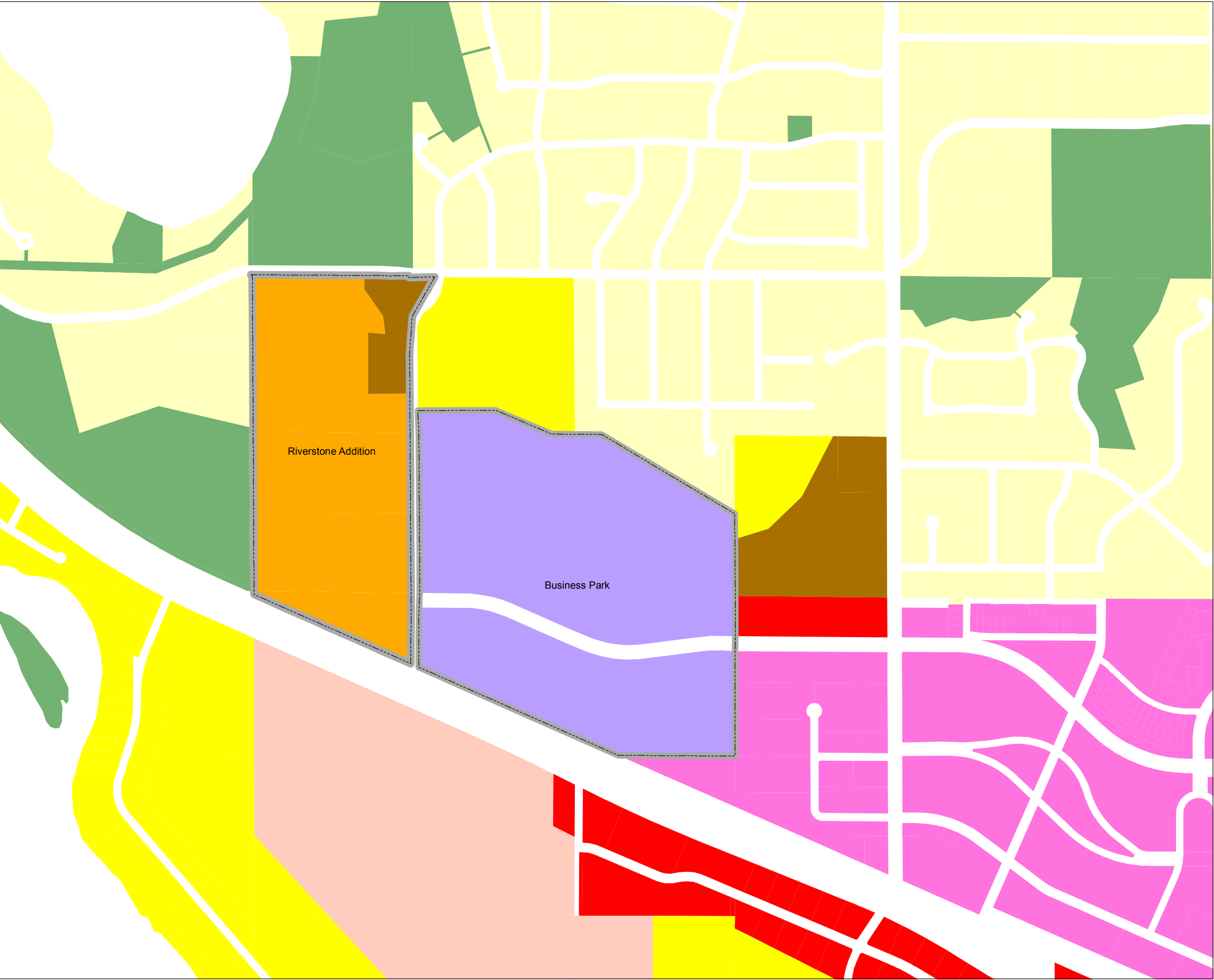
-  LDR
-  MDR
-  HDR
-  Office Park
-  Commercial
-  MU
-  Business Park
-  Public
-  Rural Developing
-  Rural Preserve
-  Park



This map has been compiled using information gathered from various governmental offices and other sources and is to be used for reference purposes only. It is neither a legally recorded map nor a survey and is not intended for use as one. The Geographic Information System (GIS) data used to develop this map is not warranted by the City as being error-free.

The City does not represent that the GIS data can be used for exact measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found, please contact (763) 427-1410.

The City of Ramsey disclaims any responsibility for or liability for the accuracy of the information at any point of initial contact with a GIS to which the public has general access. The preceding disclaimer is provided pursuant to Minnesota Statute 466.03, Subd. 21 (2000), and the user of this map acknowledges that the City of Ramsey is immune from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access of the data.



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

RESOLUTION #17-07-173

A RESOLUTION APPROVING A MODIFIED COMPREHENSIVE PLAN AMENDMENT, CONTINGENT UPON METROPOLITAN COUNCIL APPROVAL, TO CHANGE A LAND USE DESIGNATION FOR THE BUNKER LAKE INDUSTRIAL PARK

WHEREAS, the City of Ramsey (the “City”) has initiated an amendment to the Comprehensive Plan to change the future land use designation to Business Park on the property legally described as the following:

Lot 1, Block 1 Alpha Development, Anoka County, Minnesota

-and-

That part of Outlot B, Alpha Development lying within Northeast Quarter of Northeast Quarter of Section 29, Township 32, Range 25, Anoka County, Minnesota

-and-

That part of Outlot B, Alpha Development lying within Northwest Quarter of Northeast Quarter of Section 29, Township 32, Range 25, Anoka County, Minnesota

-and-

Lot 1, Block 1, Pine Shadows, Anoka County, Minnesota

(the “Subject Property”)

WHEREAS, the Ramsey Planning Commission met on February 2, 2017, conducted a public hearing, and considered the Applicant’s request for a Comprehensive Plan Amendment; and

WHEREAS, the Ramsey City Council originally approved the Amendment on February 14, 2017; and

WHEREAS, the Comprehensive Plan Amendment was originally combined with a separate Comprehensive Plan Amendment that the City now wants to separate for clarity, timeframe, and applicable policies. The adjustment to the amendment does not materially change the original intent.

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 request for a land use designation change as follows.

Land Use Category	Pre-Amendment Acres	Post-Amendment Acres
Public/Quasi-Public	87.1	0
Commercial	37.87	0
Office Park	7.23	0

High Density Residential	3.01	0
Business Park	0	135.21

- 2) That the Ramsey City Council hereby authorizes City Staff to submit the necessary documentation to Metropolitan Council for an amendment to the 2030 Comprehensive Plan to change the land use designation to Low Density Residential.
- 3) That this land use change shall become effective concurrent with the City's receipt of notification of approval from Metropolitan Council.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of July, 2017.

Mayor

ATTEST:

City Clerk

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

RESOLUTION #17-07-173

A RESOLUTION APPROVING A MODIFIED COMPREHENSIVE PLAN AMENDMENT, CONTINGENT UPON METROPOLITAN COUNCIL APPROVAL, TO CHANGE A LAND USE DESIGNATION FOR THE BUNKER LAKE INDUSTRIAL PARK

WHEREAS, the City of Ramsey (the “City”) has initiated an amendment to the Comprehensive Plan to change the future land use designation to Business Park on the property legally described as the following:

Lot 1, Block 1 Alpha Development, Anoka County, Minnesota

-and-

That part of Outlot B, Alpha Development lying within Northeast Quarter of Northeast Quarter of Section 29, Township 32, Range 25, Anoka County, Minnesota

-and-

That part of Outlot B, Alpha Development lying within Northwest Quarter of Northeast Quarter of Section 29, Township 32, Range 25, Anoka County, Minnesota

-and-

Lot 1, Block 1, Pine Shadows, Anoka County, Minnesota

(the “Subject Property”)

WHEREAS, the Ramsey Planning Commission met on February 2, 2017, conducted a public hearing, and considered the Applicant’s request for a Comprehensive Plan Amendment; and

WHEREAS, the Ramsey City Council originally approved the Amendment on February 14, 2017; and

WHEREAS, the Comprehensive Plan Amendment was originally combined with a separate Comprehensive Plan Amendment that the City now wants to separate for clarity, timeframe, and applicable policies. The adjustment to the amendment does not materially change the original intent.

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Public/Quasi-Public	87.1	0
Commercial	37.87	0
Office Park	7.23	0

High Density Residential	3.01	0
Business Park	0	135.21

- 2) That the Ramsey City Council hereby authorizes City Staff to submit the necessary documentation to Metropolitan Council for an amendment to the 2030 Comprehensive Plan to change the land use designation to Low Density Residential.
- 3) That this land use change shall become effective concurrent with the City's receipt of notification of approval from Metropolitan Council.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of July, 2017.

Mayor

ATTEST:

City Clerk

CC Regular Session**4. 6.****Meeting Date:** 07/11/2017**By:** Jackie Lipski, Finance

Information**Title**

Adopt Resolution #17-07-175 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 22, 2017 through July 6, 2017

Action:

Motion to Adopt Resolution #17-07-175 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 22, 2017 through July 6, 2017.

Attachments

Bills List 7/11/2017

Resolution 7/11/2017

Form Review**Inbox**

Diana Lund

Kurt Ulrich

Form Started By: Jackie Lipski

Final Approval Date: 07/06/2017

Reviewed By

Diana Lund

Kurt Ulrich

Date

07/06/2017 03:04 PM

07/06/2017 03:58 PM

Started On: 07/06/2017 02:51 PM

RAMSEY CITY COUNCIL MEETING 7/11/2017 BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	<u>SUBMITTED FOR APPROVAL</u>
Purchase Journal:	
Prepays 6/22/17-7/6/17	215,931.08
Accounts Payable 6/22/17-7/6/17	280,256.75
Payroll 6/30/17	153,989.31

TOTAL SUBMITTED FOR APPROVAL THIS MEETING

\$ 650,177.14

DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:	<u>APPROVED PREV. MTG</u>	<u>2017 Y.T.D.</u>
NET PAYROLL TOTAL	\$ 171,859.20	\$ 1,974,179.22
- CORRECTION TO PAYROLL		
PREPAIDS	315,112.81	4,045,353.80
- PREPAID ADJUSTMENTS		
WIRE TRANSFERS FOR DEBT SERVICE		1,043,452.51
- CORRECTION TO D.S.		
ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
- BILLS LIST SUBMITTED	240,782.92	3,163,948.18
ADD (DELETE) BILLS LIST SUBMITTED		
PAY ESTIMATE(S)	262,980.61	673,394.05
- CHECKS VOIDED	0.00	0.00

TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED

\$ 990,735.54

\$ 10,900,327.76

CITY OF RAMSEY

Council Check Register by GL
Council Check Register and Summary

6/22/2017 -- 12/31/2017

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
103067	6/22/2017		107897 AHO, AAERE						
		155.00	REFUND DAMAGE/KEY DEPOSIT		87021	062217	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
103068	6/22/2017		110857 ANOKA HENNEPIN COMMUNITY EDUCATION						
		334.00	SAFETY CAMP- POOL RENTAL		87026	1703-0528	0237.6249		MISCELLANEOUS OPERA
		334.00							
103069	6/22/2017		111377 ANOKA MUNICIPAL UTILITY						
		42.17	14034 DYSPROSIUM ST LT		87022	22-610280-00	9603.6371		ELECTRIC UTILITIES
						JUNE 17			
		127.49	CTY RD 116/HWY 47 SIGNAL		87023	22-613120-01	0260.6371		ELECTRIC UTILITIES
						JUNE 17			
		38.26	BUNKER LK BLVD/DYSPROSIUM SGL		87024	22-612000-01	0260.6371		ELECTRIC UTILITIES
						JUNE 17			
		56.80	RAMSEY STREET LIGHTS		87025	22-990005-01	9603.6371		ELECTRIC UTILITIES
						JUNE 17			
		264.72							
103070	6/22/2017		112663 CAPSTONE HOMES INC						
		1,500.00	REFUND ERO ESC 16739 KAMACITE		87027	062017	9804.6433	00115622	REFUNDS
		1,500.00							
103071	6/22/2017		110734 CITY OF RAMSEY						
		60.00	# 719836		87028	062117	9601.4651		WATER REVENUE
		60.00							
103072	6/22/2017		100111 COMMERCIAL ASPHALT COMPANY						
		24.68	ASPHALT		87029	170615	0311.6265		ASPHALT
		24.68							
103073	6/22/2017		106583 DELTA DENTAL PLAN OF MINNESOTA						
		2,505.70	JULY 2017 DENTAL INS		87030	6942762	9101.2170		DENTAL/DISABILITY/LIFE
		2,505.70							
103074	6/22/2017		115574 HEALTHPARTNERS						
		36,979.50	JULY 2017 MEDICAL INS		87031	73726490	9101.2176		LIFE/HEALTH-EMPLOYEE
		36,979.50							
103075	6/22/2017		115328 LENNAR						
		1,500.00	REFUND ERO ESC 7460 159TH AVE		87032	062217	9804.6433	00115552	REFUNDS
		1,500.00							
103076	6/22/2017		100391 POSTMASTER						
		1,588.75	RAM RECYCLER SUMMER 2017		87033	062017	9604.6249		MISCELLANEOUS OPERA
		1,588.75							
103077	6/22/2017		100391 POSTMASTER						
		1,588.75	RAM RESIDENT JULY/AUG 2017		87034	062117	0195.6322		POSTAGE
		1,588.75							
103078	6/22/2017		115773 RINDERKNECHT, JAMIE						
		155.00	REFUND DAMAGE DEPOSIT		87035	062217	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
103079	6/22/2017		103119 ROSSUM, BEN						

CITY OF RAMSEY

Council Check Register by GL
Council Check Register and Summary

6/22/2017 -- 12/31/2017

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
103079	6/22/2017		103119 ROSSUM, BEN						Continued.
		9.96	TRAINING MEAL REIMBURSE		87036	062017	0211.6331		TRAVEL & LODGING
		9.96							
103080	6/22/2017		115042 SERVICE LINK						
		29.26	REISSUE 14644 PERIDOT ST		87037	062217	9601.4651		WATER REVENUE
		29.26							
103081	6/22/2017		115778 SIMCO CONSTRUCTION INC						
		77.00	CANCEL PERMIT RA034997		87038	061917	9101.4205		BUILDING PERMIT
		1.00	CANCEL PERMIT RA034997		87038	061917	9101.2081		SURCHARGES-PERMIT
		78.00							
103082	6/22/2017		115777 SMITH, NORMAN						
		155.00	REFUND DAMAGE/KEY DEPOSIT		87039	062217	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
103083	6/27/2017		112663 CAPSTONE HOMES INC						
		1,500.00	REFUND ERO ESC 7096 167TH		87040	062617	9804.6433	00115544	REFUNDS
		1,500.00	REFUND ERO ESC 7051 167TH LN		87041	062617A	9804.6433	00115619	REFUNDS
		3,000.00							
103084	6/27/2017		100297 CENTERPOINT ENERGY						
		85.27	5650 ALPINE DR-FIRE STATION 2		87042	5961540-1 JUNE 17	0220.6373		GAS
		22.23	15050 ARMSTRONG FIRE STAT 1		87043	5914352-9 JUNE 17	0220.6373		GAS
		107.50							
103085	6/27/2017		103695 INNOVATIVE GRAPHICS CORP						
		249.00	2017 SAFETY CAMP T SHIRTS		87044	062217	0237.6249		MISCELLANEOUS OPERA
		249.00							
103086	6/27/2017		115784 SIEBEN,BARBARA						
		155.00	REFUND DAMAGE/KEY DEPOSIT		87045	062717	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
103087	6/27/2017		101103 SPRINT						
		53.82	MAY/JUNE 2017 BILLING		87046	570683319-187	0130.6323		CELLULAR PHONES
		107.64	MAY/JUNE 2017 BILLING		87046	570683319-187	0191.6323		CELLULAR PHONES
		53.82	MAY/JUNE 2017 BILLING		87046	570683319-187	0240.6323		CELLULAR PHONES
		547.52	MAY/JUNE 2017 BILLING		87046	570683319-187	0211.6323		CELLULAR PHONES
		117.78	MAY/JUNE 2017 BILLING		87046	570683319-187	0194.6323		CELLULAR PHONES
		256.88	MAY/JUNE 2017 BILLING		87046	570683319-187	0311.6323		CELLULAR PHONES
		275.79	MAY/JUNE 2017 BILLING		87046	570683319-187	0452.6323		CELLULAR PHONES
		247.58	MAY/JUNE 2017 BILLING		87046	570683319-187	0301.6323		CELLULAR PHONES
		163.79	MAY/JUNE 2017 BILLING		87046	570683319-187	0220.6323		CELLULAR PHONES
		107.64	MAY/JUNE 2017 BILLING		87046	570683319-187	0192.6321		TELEPHONE
		231.75	MAY/JUNE 2017 BILLING		87046	570683319-187	9601.6323		CELLULAR PHONES
		2,164.01							
103088	6/27/2017		100510 VERIZON WIRELESS						
		308.11	MAY/JUNE 17 FIRE TABLETS		87047	9787294766	0220.6323		CELLULAR PHONES
		308.11							
103089	6/27/2017		115782 WELD AND SONS PLUMBING						

CITY OF RAMSEY

Council Check Register by GL
Council Check Register and Summary

6/22/2017 -- 12/31/2017

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
103089	6/27/2017		115782 WELD AND SONS PLUMBING						Continued.
		50.00	REFUND LICENSE 2017152		87048	062217	9101.4159		MECHANICAL LICENSE
		50.00							
103193	6/29/2017		113045 ANCONA TITLE AND ESCROW						
		201.74	UB REFUND 5991 148TH AVE NW		87058	062817	9601.4651		WATER REVENUE
		201.74							
103194	6/29/2017		115786 BML BUILDERS						
		53.28	UB REFUND 15240 HELIUM ST		87059	062817	9601.4651		WATER REVENUE
		53.28							
103195	6/29/2017		114612 BRUMMER REALTY						
		30.21	UB REFUND 5528 153RD CT		87060	062817	9601.4651		WATER REVENUE
		219.44	UB REFUND 15436 FLUORINE ST		87061	062817A	9601.4651		WATER REVENUE
		249.65							
103196	6/29/2017		115787 BURRELL, NICOLE						
		96.89	UB REFUND 7364 147TH LN		87062	062817	9601.4651		WATER REVENUE
		96.89							
103197	6/29/2017		110734 CITY OF RAMSEY						
		350.00	# 726171		87064	062917	9601.4651		WATER REVENUE
		100.00	# 719798		87064	062917	9601.4651		WATER REVENUE
		450.00							
103198	6/29/2017		111696 CITY OF RAMSEY						
		728.32	POSTED IN ERROR 727474		87063	062817	9601.4651		WATER REVENUE
		728.32							
103199	6/29/2017		114049 EAGLE CREEK TITLE LLC						
		30.43	UB REFUND 7456 BUNKER LK BLVD		87065	062817	9601.4651		WATER REVENUE
		30.43							
103200	6/29/2017		100870 EDINA REALTY TITLE						
		51.70	UB REFUND 14067 DYSPROSIUM ST		87066	062817	9601.4651		WATER REVENUE
		109.29	UB REFUND 14322 TUNGSTEN WAY		87067	062817A	9601.4651		WATER REVENUE
		245.64	UB REFUND 14760 ARGON ST		87069	062817C	9601.4651		WATER REVENUE
		224.20	UB REFUND 15367 VANADIUM ST		87105	062817B	9601.4651		WATER REVENUE
		630.83							
103201	6/29/2017		115788 ESTATE OF ANGIE JAHNS						
		14.91	UB REFUND 7400 181ST AVE NW		87070	062817	9601.4651		WATER REVENUE
		14.91							
103202	6/29/2017		111356 EXECUTIVE TITLE OF MN						
		9.91	UB REFUND 7232 147TH TER NW		87071	062817	9601.4651		WATER REVENUE
		66.00	UB REFUND 5406 165TH LN NW		87072	062817A	9601.4651		WATER REVENUE
		75.91							
103203	6/29/2017		115789 FIRST AMERICAN TITLE						
		116.04	UB REFUND 15309 IODINE ST NW		87073	062817	9601.4651		WATER REVENUE
		116.04							
103204	6/29/2017		115798 GABLES TERRACE TOWNHOMES						
		1,141.80	UB REFUND 14583 OLIVINE TER		87074	062817	9601.4651		WATER REVENUE

CITY OF RAMSEY

Council Check Register by GL
Council Check Register and Summary

6/22/2017 -- 12/31/2017

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
103204	6/29/2017		115798 GABLES TERRACE TOWNHOMES						Continued.
		1,141.80							
103205	6/29/2017		106258 ISANTI RENTAL						
		1,625.46	TENT RENTAL- SAFETY CAMP 2017		87075	1-565708	0237.6249		MISCELLANEOUS OPERA
		1,625.46							
103206	6/29/2017		115790 KEMPENICH, MARK						
		7.97	UB REFUND 7480 150TH LANE NW		87076	062817	9601.4651		WATER REVENUE
		7.97							
103207	6/29/2017		115792 KEVITT EXCAVATING						
		100.00	REFUND DAMAGE DEPOSIT		87077	062817	9804.1160		KEY & DAMAGE DEPOSIT
		100.00							
103208	6/29/2017		107639 KOTTOKES' BUS SERVICE INC						
		642.00	BUS RENTAL- SAFETY CAMP 2017		87078	25004	0237.6249		MISCELLANEOUS OPERA
		642.00							
103209	6/29/2017		115791 LADWIG, MATTHEW						
		119.39	UB REFUND 7115 148TH LN NW		87079	062817	9601.4651		WATER REVENUE
		119.39							
103210	6/29/2017		113464 LAND TITLE						
		219.20	UB REFUND 5031 143RD AVE NW		87080	062817	9601.4651		WATER REVENUE
		323.87	UB REFUND 15581 IODINE ST NW		87081	062817A	9601.4651		WATER REVENUE
		543.07							
103211	6/29/2017		115404 LENDSERV NATIONAL TITLE						
		67.09	UB REFUND 14088 DYSPROSIUM ST		87082	062817	9601.4651		WATER REVENUE
		67.09							
103212	6/29/2017		115328 LENNAR						
		1,750.75	CANCEL PERMIT RA034521		87083	062717	9101.4205		BUILDING PERMIT
		113.10	CANCEL PERMIT RA034521		87083	062717	9101.2081		SURCHARGES-PERMIT
		75.00	CANCEL PERMIT RA034521		87083	062717	9101.4221		URBAN SEWER PERMIT
		75.00	CANCEL PERMIT RA034521		87083	062717	9101.4222		URBAN WATER PERMIT
		150.00	CANCEL PERMIT RA034521		87083	062717	9101.4208		MECHANICAL PERMIT
		200.00	CANCEL PERMIT RA034521		87083	062717	9101.4206		PLUMBING PERMIT
		275.00	CANCEL PERMIT RA034521		87083	062717	9601.4656		WATER METERS
		19.59	CANCEL PERMIT RA034521		87083	062717	9601.2082		SALES/USE TAX PAYABLE
		140.00	CANCEL PERMIT RA034521		87083	062717	9601.4655		WATER METER INSTALLA
		1,236.00	CANCEL PERMIT RA034521		87083	062717	9601.4606		DEVELOPER FEES (WAC
		2,485.00	CANCEL PERMIT RA034521		87083	062717	9602.2083		SAC CHARGES
		1,500.00	CANCEL PERMIT RA034521		87083	062717	9804.6433	00115690	REFUNDS
		8,019.44							
103213	6/29/2017		111865 LIBERTY TITLE INC						
		61.13	UB REFUND 7045 139TH AVE NW		87084	062817	9601.4651		WATER REVENUE
		118.48	UB REFUND 15377 IODINE ST		87085	062817A	9601.4651		WATER REVENUE
		153.27	UB REFUND 15820 OSMIUM ST		87086	062817B	9601.4651		WATER REVENUE
		190.63	UB REFUND 14190 XENON ST NW		87087	062817C	9601.4651		WATER REVENUE
		393.14	UB REFUND 6883 170TH TRL NW		87104	062817D	9601.4651		WATER REVENUE
		916.65							
103214	6/29/2017		114257 MIDLAND TITLE TRUST ACCOUNT						

CITY OF RAMSEY

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
103214	6/29/2017		114257 MIDLAND TITLE TRUST ACCOUNT						Continued.
		147.31	UB REFUND 15371 YAKIMA ST NW		87089	062817	9601.4651		WATER REVENUE
		147.31							
103215	6/29/2017		115334 MINNESOTA TITLE LLC						
		118.09	UB REFUND 7009 RIVERDALE DR		87090	062817	9601.4651		WATER REVENUE
		118.09							
103216	6/29/2017		115793 NORTH AMERICAN TITLE CO						
		390.50	UB REFUND 15227 GERMANIUM CIR		87091	062817	9601.4651		WATER REVENUE
		390.50							
103217	6/29/2017		115794 PARSONS, RYAN						
		139.85	UB REFUND 15257 FLUORINE ST NW		87092	062817	9601.4651		WATER REVENUE
		139.85							
103218	6/29/2017		115795 PREMIUM TITLE GROUP						
		245.76	UB REFUND 14640 POTASSIUM ST N		87093	062817	9601.4651		WATER REVENUE
		245.76							
103219	6/29/2017		100403 QUICKSILVER EXPRESS COURIER						
		46.55	RE: MET COUNCIL		87094	6555948	0130.6322		POSTAGE
		46.55							
103220	6/29/2017		113898 SHERBURNE COUNTY ABSTRACT & TITLE CO						
		71.85	UB REFUND 7230 147TH LANE NW		87095	062817	9601.4651		WATER REVENUE
		71.85							
103221	6/29/2017		115796 SKOBEL, CAMERON						
		15.91	UB REFUND 15407 ARGON ST NW		87096	062817	9601.4651		WATER REVENUE
		15.91							
103222	6/29/2017		114172 TITLE GROUP INC						
		132.81	UB REFUND 13919 IRONSTONE TER		87097	062817	9601.4651		WATER REVENUE
		132.81							
103223	6/29/2017		114606 TITLE SMART INC						
		286.94	UB REFUND 5671 146TH AVE NW		87098	062817	9601.4651		WATER REVENUE
		286.94							
103224	6/29/2017		107891 VANDEN HOEK, JOHN						
		41.31	UB REFUND 15921 ST ANDREWS CT		87099	062817	9601.4651		WATER REVENUE
		41.31							
103225	6/29/2017		100510 VERIZON WIRELESS						
		13.01	MAY/JUNE 2017 BILLING		87100	9787202853	0301.6323		CELLULAR PHONES
		13.01	MAY/JUNE 2017 BILLING		87100	9787202853	9601.6323		CELLULAR PHONES
		26.02							
103226	6/29/2017		113806 WATERMARK TITLE AGENCY LLC						
		50.00	UB REFUND 6840 137TH AVE NW		87101	062817	9601.4651		WATER REVENUE
		170.82	UB REFUND 14559 KRYPTON		87102	062817A	9601.4651		WATER REVENUE
		220.82							
103227	6/29/2017		115797 WERNER, JULIE						
		145.28	UB REFUND 5657 154TH LN NW		87103	062817	9601.4651		WATER REVENUE

CITY OF RAMSEY

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
103227	6/29/2017		115797 WERNER, JULIE						Continued.
		145.28							
103228	7/6/2017		100012 ACE SOLID WASTE INC						
		25,408.35	CITY CONTRACT RECYCLE JULY 17		87216	2913142	9604.6489		OTHER CONTRACTED SE
		25,408.35							
103229	7/6/2017		106687 BLUML, BRAD						
		10.00	COMM STRATEGIES TRAINING LUNCH		87217	070317	0211.6331		TRAVEL & LODGING
		10.00							
103230	7/6/2017		112663 CAPSTONE HOMES INC						
		1,500.00	REFUND ERO ESC 7075 167TH LN		87218	070617	9804.6433	00115638	REFUNDS
		1,500.00							
103231	7/6/2017		100297 CENTERPOINT ENERGY						
		86.07	WATER/SEWER/PARKS/STREET		87220	8000014064-2	0452.6373		GAS
						JUNE 2017			
		57.37	WATER/SEWER/PARKS/STREET		87220	8000014064-2	0311.6373		GAS
						JUNE 2017			
		19.12	WATER/SEWER/PARKS/STREET		87220	8000014064-2	9601.6373		GAS
						JUNE 2017			
		19.12	WATER/SEWER/PARKS/STREET		87220	8000014064-2	9602.6373		GAS
						JUNE 2017			
		19.12	WATER/SEWER/PARKS/STREET		87220	8000014064-2	9605.6373		GAS
						JUNE 2017			
		200.80							
103232	7/6/2017		100116 CONNEXUS ENERGY						
		545.64	PARKS 16300 ST FRAN BLVD IRRIG		87221	444931-267449	0452.6371		ELECTRIC UTILITIES
						JUNE 17			
		545.64							
103233	7/6/2017		115760 HENRY SCHEIN INC						
		20.88	FIRE PROTECTION TRIAGE TAPE		87222	42049340	0220.6239		FIRST AID SUPPLIES
		20.88							
103234	7/6/2017		115328 LENNAR						
		1,500.00	REFUND ERO ESC 16008 URANIMITE		87223	07062017	9804.6433	00115460	REFUNDS
		1,500.00							
103235	7/6/2017		102725 MPELRA						
		500.00	MPELRA HR CONF (COLLEEN/SUE)		87224	06302017	0130.6335		TRAINING
		500.00							
103236	7/6/2017		100351 NCPERS MINNESOTA						
		320.00	GROUP LIFE INS JULY 2017		87225	7048717 JULY	9101.2170		DENTAL/DISABILITY/LIFE
						2017			
		320.00							
103237	7/6/2017		111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC						
		24.95	FIRE/SECURITY 7550 SUNWOOD DR		87226	150-1681-6340	0194.6489		OTHER CONTRACTED SE
						MAY 2017			
		24.95	MONITORING SVC 7650 SUNWOOD DR		87227	150-1681-4280	9240.6315		MISCELLANEOUS PROFE
						MAY 2017			
		27.95	FIRE PANEL MONIT. 6701 HWY 10		87228	150-1687-1105	9410.6315	00041012	MISCELLANEOUS PROFE

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
103237	7/6/2017		111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC						Continued.
			AUG 2017						
		77.85							
90423748	6/30/2017		100398 PUBLIC EMPLOYEES RETIREMENT ASSN						
		18,044.49			87050	0628171559322	9101.2174		PERA-EMPLOYEE
		23,942.04			87051	0628171559323	9101.2183		PERA-EMPLOYER
		41,986.53							
92836821	6/30/2017		101306 IRS						
		26,996.74			87053	0628171559325	9101.2171		FEDERAL WITHHOLDING
		12,589.07			87054	0628171559326	9101.2173		FICA & MEDICARE-EMPL
		12,589.07			87055	0628171559327	9101.2182		FICA & MEDICARE-EMPL
		52,174.88							
95780672	6/30/2017		100601 MN DEPT OF REV WH						
		10,859.92			87052	0628171559324	9101.2172		STATE WITHHOLDING
		10,859.92							
99156657	6/30/2017		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		6,775.00			87056	0628171559328	9101.2175		DEFERRED COMPENSAT
		6,775.00							
99157278	6/30/2017		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		1,334.09			87057	0628171559329	9101.2176		LIFE/HEALTH-EMPLOYEE
		1,334.09							
99419483	6/30/2017		100223 ICMA RETIREMENT TRUST 457						
		1,895.33			87049	0628171559321	9101.2175		DEFERRED COMPENSAT
		1,895.33							
		215,931.08	Grand Total						
							Payment Instrument Totals		
							Checks	100,905.33	
							EFT Payments	115,025.75	
							Total Payments	215,931.08	

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CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS004V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2017

Payee	Stub	Document	Due	Invoice	Payment
Number	Name / Mailing Address	Message	Ty	Number	Amount
100028	ANDOVER WHEEL AND FRAME INC	WORK ON 558	PV	87178 001 09101 6/27/2017 9981	247.86
	ANDOVER WHEEL AND FRAME INC	WORK ON 558	PV	87178 002 09101 6/27/2017 9981	405.00
	13476 HANSON BLVD ANDOVER MN 55304			Summary Total	652.86
				Payment Amount	652.86
100039	ANOKA COUNTY ELECTIONS	JOINT POWERS AGREEMENT	PV	87106 001 09101 6/23/2017 2017-21	5,485.37
	ANOKA COUNTY ELECTIONS OFFICE OF ELECTIONS & VOTER REG 2200 3RD AVE ROOM 313 ANOKA MN 55303			Summary Total	5,485.37
				Payment Amount	5,485.37
100063	ASPEN MILLS	MISC- L. DARGIS	PV	87107 001 09101 6/14/2017 199442	41.95
	ASPEN MILLS			Summary Total	41.95
	8201 C CENTRAL AVE NE	MISC- R	PV	87108 001 09101 6/14/2017 199441	50.80
	MURILLO-IBARRA			Summary Total	50.80
	SPRING LAKE PARK MN 55432			Payment Amount	92.75
106346	BAUER BUILT INCORPORATED	WORK ON 662	PV	87164 001 09101 6/22/2017 940044869	32.00
	BAUER BUILT INCORPORATED	WORK ON 662	PV	87164 002 09101 6/22/2017 940044869	149.00
	8270 W 35W SERVICE DR BLAINE MN 55449			Summary Total	181.00
				Payment Amount	181.00
108513	BLAINE LOCK AND SAFE INC	DOOR-SWING MOTOR	PV	87179 001 09101 6/19/2017 19231	1,118.86
	BLAINE LOCK AND SAFE INC 12052 CENTRAL AVE NE BLAINE MN 55434			Summary Total	1,118.86
				Payment Amount	1,118.86
100647	BOLTON AND MENK INC	EDA BUS PARK	PV	87109 001 09230 6/19/2017 0204464	290.50
	BOLTON AND MENK INC			Summary Total	290.50

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CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS004V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2017

Payee	Stub	Document	Due	Invoice	Payment
Number	Name / Mailing Address	Ty Number Itm Co	Date	Number	Amount
1960 PREMIER DRIVE	MISS SKYWAY FINAL DESIGN	PV 87180 001 09805	6/19/2017	0204491	68,753.00
MANKATO MN 56001-5900		Summary Total			68,753.00
	MISS RIVER TRAIL PH 3	PV 87181 001 09805	6/19/2017	0204484	18,854.00
		Summary Total			18,854.00
	WELL HOUSE # 3 NATURAL GAS	PV 87182 001 09601	6/19/2017	0204474	3,827.00
		Summary Total			3,827.00
		Payment Amount			91,724.50
112019 CENTRAL HYDRAULICS INC	MISC PARTS	PV 87183 001 09101	6/28/2017	0048021	154.38
CENTRAL HYDRAULICS INC 21877 INDUSTRIAL COURT ROGERS MN 55374		Summary Total			154.38
		Payment Amount			154.38
106670 CENTRAL POWER DISTRIBUTORS INC	TUBING	PV 87184 001 09101	6/27/2017	797732	20.61
CENTRAL POWER DISTRIBUTORS INC 3801 THURSTON AVENUE ANOKA MN 55303		Summary Total			20.61
		Payment Amount			20.61
111496 CENTRAL TURF AND IRRIGATION SUPPLY	IRRIGATION SUPPLIES	PV 87165 001 09101	6/27/2017	6055307-00	35.10
CENTRAL TURF AND IRRIGATION SUPPLY 8 WILLIAMS STREET ELMSFORD NY 10523		Summary Total			35.10
		Payment Amount			35.10
100116 CONNEXUS ENERGY	STREET LIGHTS	PV 87110 001 09603	6/21/2017	759126-303101 JUNE 17	9,694.17
CONNEXUS ENERGY PO BOX 1808	WELL/WTR TRW/LIFT STATION	PV 87166 001 09601	6/21/2017	759126-303102 JUNE 2017	12,093.00
MINNEAPOLIS MN 55480-1808	WELL/WTR TRW/LIFT STATION	PV 87166 002 09601	6/21/2017	759126-303102 JUNE 2017	724.04
		Summary Total			12,817.04

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CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS004V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2017

Payee	Stub	Document	Due	Invoice	Payment
Number	Name / Mailing Address	Ty Number Itm Co	Date	Number	Amount
	PUBLIC WORKS MISC	PV 87167 001 09101	6/21/2017	759126-303106 JUNE	567.34
	ACCOUNTS			2017	
	PUBLIC WORKS MISC	PV 87167 002 09101	6/21/2017	759126-303106 JUNE	189.11
	ACCOUNTS			2017	
	PUBLIC WORKS MISC	PV 87167 003 09101	6/21/2017	759126-303106 JUNE	189.11
	ACCOUNTS			2017	
	PUBLIC WORKS MISC	PV 87167 004 09101	6/21/2017	759126-303106 JUNE	189.11
	ACCOUNTS			2017	
	PUBLIC WORKS MISC	PV 87167 005 09101	6/21/2017	759126-303106 JUNE	2,386.45
	ACCOUNTS			2017	
	Summary Total				3,521.12
	TRAFFIC SIGNALS	PV 87168 001 09101	6/21/2017	759126-303100 JUNE	869.53
				2017	
	Summary Total				869.53
	CITY MISC ACCTS	PV 87185 001 09230	6/21/2017	759126-303107 JUNE	74.14
				17	
	CITY MISC ACCTS	PV 87185 002 09230	6/21/2017	759126-303107 JUNE	1,134.42
				17	
	CITY MISC ACCTS	PV 87185 003 09230	6/21/2017	759126-303107 JUNE	31.15
				17	
	CITY MISC ACCTS	PV 87185 004 09230	6/21/2017	759126-303107 JUNE	826.67
				17	
	CITY MISC ACCTS	PV 87185 005 09230	6/21/2017	759126-303107 JUNE	11,656.35
				17	
	CITY MISC ACCTS	PV 87185 006 09230	6/21/2017	759126-303107 JUNE	3,120.00
				17	
	CITY MISC ACCTS	PV 87185 007 09230	6/21/2017	759126-303107 JUNE	147.24
				17	
	Summary Total				16,989.97
	SIRENS	PV 87186 001 09101	6/21/2017	759126-303095 JUNE	85.00
				17	
	Summary Total				85.00
	Payment Amount				43,976.83
100167 CORNERSTONE FORD	2 WHEELASY	PV 87187 001 09101	6/16/2017	15195441 1	361.78
	CORNERSTONE FORD				
	17219 HIGHWAY 10 NW				
	PO BOX 304				
	ELK RIVER MN 55330				
	Summary Total				361.78
	Payment Amount				361.78
100125 COUNTRYSIDE PRINTING	SEPTIC PERMITS	PV 87111 001 09101	6/5/2017	34708	265.00
	INC				

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Payee	Stub	Document	Due	Invoice	Payment
Number	Name / Mailing Address	Message	Ty	Number	Amount
	COUNTRYSIDE PRINTING				
	6250 BUNKER LAKE BLVD NW				
	SUITE 113				
	RAMSEY MN 55303				
		Summary Total			265.00
		Payment Amount			265.00
100144	DEHN OIL COMPANY	DIESEL FUEL	PV	87188 001 09101 6/20/2017 53224	1,584.60
	DEHN OIL COMPANY			Summary Total	1,584.60
	6735 141ST AVENUE NW	DIESEL FUEL	PV	87189 001 09101 6/20/2017 53225	693.00
	RAMSEY MN 55303			Summary Total	693.00
		Payment Amount			2,277.60
101185	DO ALL PRINTING COM INC	BIKE TOUR LAWN SIGNS	PV	87112 001 09297 6/22/2017 36202	129.97
	DO ALL PRINTING COM INC			Summary Total	129.97
	6360 HIGHWAY 10 NW				
	RAMSEY MN 55303			Payment Amount	129.97
100158	ECM PUBLISHERS INC	RE: TIF DISTRICT 16	PV	87113 001 09230 6/9/2017 499052	236.50
	ECM PUBLISHERS INC			Summary Total	236.50
	4095 COON RAPIDS BLVD	PH- SM ENTERPRISES	PV	87114 001 09101 6/16/2017 501418	69.88
	COON RAPIDS MN 55433			Summary Total	69.88
		Payment Amount			306.38
100160	EH RENNER AND SONS INC	WORK AT CENTRAL PRK	PV	87190 001 09810 6/14/2017 000155990000	9,000.00
		COM BUILD			
	EH RENNER AND SONS INC	WORK AT CENTRAL PRK	PV	87190 002 09810 6/14/2017 000155990000	865.78
		COM BUILD			
	15688 JARVIS STREET			Summary Total	9,865.78
	ELK RIVER MN 55330			Payment Amount	9,865.78
106624	EHLERS AND ASSOCIATES, INC	TIF DIST 16-PSD	PV	87115 001 09230 6/8/2017 73638	5,250.00
		BUSINESS PARK			
	EHLERS & ASSOCIATES, INC			Summary Total	5,250.00
	3060 CENTRE POINTE	ARBITRAGE REPORT	PV	87116 001 09436 6/22/2017 73748	2,000.00
	DRIVE				
	ROSEVILLE MN 55113-1105			Summary Total	2,000.00

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Payee		Stub	Document				Due	Invoice	Payment
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount
		GENERAL TIF	PV	87117	001	09230	6/8/2017	73819	330.00
									Summary Total
									330.00
									Payment Amount
									7,580.00
104267	ELITE SANITATION	JUNE 2017 RENTALS	PV	87214	001	09101	6/20/2017	24107	534.00
	ELITE SANITATION								Summary Total
	PO BOX 526								534.00
	ELK RIVER MN 55330								Payment Amount
									534.00
100733	ELK RIVER WINLECTRIC CO	MISC PARTS	PV	87169	001	09101	6/16/2017	261448 00	77.60
	ELK RIVER WINLECTRIC CO								Summary Total
	12777 MEADOWVALE ROAD								77.60
	SUITE A								Payment Amount
	ELK RIVER MN 55330								77.60
100169	EMERGENCY APPARATUS	BATTERY	PV	87192	001	09101	6/15/2017	94139	45.97
	MAINTENANCE INC								Summary Total
	EMERGENCY APPARATUS MAINTENANCE INC								45.97
	7512 4TH AVENUE								Payment Amount
	LINO LAKES MN 55014								45.97
108737	EMERGENCY AUTOMOTIVE	BUILD 373	PV	87118	001	09101	6/16/2017	MP061517-10	284.58
	TECHNOLOGY INC								Summary Total
	EMERGENCY AUTOMOTIVE TECHNOLOGY INC								284.58
	2755 GENEVA AVE N	BUILD 373	PV	87119	001	09101	6/19/2017	MP061517-10A	628.92
	OAKDALE MN 55128								Summary Total
		BUILD 373	PV	87120	001	09101	6/20/2017	MP061517-10B	628.92
									622.94
									Summary Total
									622.94
									Payment Amount
									1,536.44
113991	EMERGENCY RESPONSE	10 GAS MONITOR	PV	87121	001	09101	6/12/2017	8948	300.00
	SOLUTIONS	CALIBRATIONS							Summary Total
	EMERGENCY RESPONSE SOLUTIONS								300.00
	4817 VIKING BLVD SUITE 102								
	EAST BETHEL MN 55092								

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Payee	Stub	Document	Due	Invoice	Payment
Number	Name / Mailing Address	Ty Number Itm Co	Date	Number	Amount
		Payment Amount			300.00
113321	FACTORY MOTOR PARTS CO	PV 87193 001 09101	6/27/2017	6-1477003	154.80
	PARTS FOR 332				
	FACTORY MOTOR PARTS CO	Summary Total			154.80
	BIN 139107	PV 87194 001 09101	6/27/2017	1-5293947	154.62
	P O BOX 9107	Summary Total			154.62
	MINNEAPOLIS MN 55480-9107	Payment Amount			309.42
100143	FERGUSON WATERWORKS #	PV 87170 001 09601	6/20/2017	0246354	4,058.88
	2516				
	FERGUSON WATERWORKS 2516	Summary Total			4,058.88
	P O BOX 802817				
	CHICAGO IL 60680-2817	Payment Amount			4,058.88
100177	FERRELLGAS	PV 87122 001 09101	6/14/2017	1096774813	218.92
	FIRE- PROPANE				
	FERRELLGAS	Summary Total			218.92
	P O BOX 173940	PV 87123 001 09101	6/14/2017	1096775742	269.69
	FIRE- PROPANE				
	DENVER CO 80217-3940	Summary Total			269.69
		Payment Amount			488.61
100184	FLEETWOOD COLLISION	PV 87124 001 09101	6/9/2017	060917	558.12
	CENTER INC				
	FLEETWOOD COLLISION CENTER INC	Summary Total			558.12
	8060 VIKING BLVD NW				
	NOWTHEN MN 55330	Payment Amount			558.12
100189	G AND K SERVICES INC	PV 87125 001 09101	6/14/2017	6006531857	13.20
	FIRE- MATS				
	G AND K SERVICES INC	Summary Total			13.20
	P O BOX 842385	PV 87171 001 09101	6/21/2017	6006542935	21.00
	BOSTON MA 02284-2385	PV 87171 002 09101	6/21/2017	6006542935	5.00
	UNIFORM CLEANING	PV 87171 003 09101	6/21/2017	6006542935	29.21
	UNIFORM CLEANING	PV 87171 004 09101	6/21/2017	6006542935	29.21
		Summary Total			84.42
	UNIFORM CLEANING	PV 87195 001 09101	6/28/2017	6006553983	21.00
	UNIFORM CLEANING	PV 87195 002 09101	6/28/2017	6006553983	5.00

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Payee	Stub	Document	Due	Invoice	Payment
Number	Name / Mailing Address	Ty Number Itm Co	Date	Number	Amount
	UNIFORM CLEANING	PV 87195 003 09101	6/28/2017	6006553983	25.04
	UNIFORM CLEANING	PV 87195 004 09101	6/28/2017	6006553983	25.04
		Summary Total			76.08
		Payment Amount			173.70
100204 GRAFIX SHOPPE	REFLECTIVE KIT	PV 87126 001 09101	6/13/2017	115041	1,075.00
		Summary Total			1,075.00
GRAFIX SHOPPE					
3240 MIKE COLLINS DRIVE	REFLECTIVE KIT 386	PV 87127 001 09101	6/14/2017	115050	2,525.00
		Summary Total			2,525.00
EAGAN MN 55121					
	RELECTIVE KIT 566	PV 87128 001 09101	6/12/2017	115025	1,075.00
		Summary Total			1,075.00
		Payment Amount			4,675.00
100650 GRAINGER	PRESSURE GAUGE	PV 87196 001 09101	6/19/2017	9477216775	43.28
		Summary Total			43.28
GRAINGER INC					
DEPT. 806511127	FILTER/SAFETY GLASSES	PV 87197 001 09101	6/22/2017	9480875310	136.86
		Summary Total			136.86
PALATINE IL 60038-0001					
	WASHROOM MISC	PV 87198 001 09101	6/26/2017	9483131042	13.73
		Summary Total			13.73
	FOLDING SAW	PV 87199 001 09101	6/21/2017	9479962780	28.07
		Summary Total			28.07
		Payment Amount			221.94
100209 HAKANSON ANDERSON ASSOC INC	CENTRAL PARK-PARKING LOT	PV 87129 001 09805	6/14/2017	38119	250.00
		Summary Total			250.00
HAKANSON ANDERSON ASSOC INC					
3601 THURSTON AVENUE					
ANOKA MN 55303-1063					
		Payment Amount			250.00
112564 HEALTH PARTNERS GROUP HEALTH-WORKSITE	JUNE 2017 SERVICE	PV 87130 001 09101	6/19/2017	W813914	28.00
HEALTH PARTNERS GROUP HEALTH-WORKSITE	JUNE 2017 SERVICE	PV 87130 002 09101	6/19/2017	W813914	45.00
		Summary Total			73.00
MAIL STOP # 21109A					
P O BOX 64059					
ST PAUL MN 55164-0059					

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Payee		Stub	Document			Due	Invoice	Payment						
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount					
Payment Amount								73.00						
106911	HENNEPIN TECHNICAL COLLEGE	PROPANE FIRES- M. KOHNER	PV	87131	001	09101	6/15/2017	00367304	1,300.00					
HENNEPIN TECHNICAL COLLEGE ATTN: BUSINESS OFFICE 13100 COLLEGE VIEW DRIVE EDEN PRAIRIE MN 55347								Summary Total	1,300.00					
Payment Amount								1,300.00						
113985	HYDRO KLEAN	TELEWISE LINES	PV	87172	001	09602	6/23/2017	58013	9,231.80					
HYDRO KLEAN 333 NW 49TH PLACE DES MOINES IA 50313								Summary Total	9,231.80					
Payment Amount								9,231.80						
104027	INK WIZARDS INC	FIRE DEPT- POLOS	PV	87133	001	09101	6/21/2017	461	146.10					
INK WIZARDS INC 9958 HIGHWAY 10 NW ELK RIVER MN 55330								Summary Total	146.10					
Payment Amount								146.10						
112475	INNOVATIVE OFFICE SOLUTIONS	CASIO ROLLER	PV	87134	001	09101	6/23/2017	IN1658081	4.45					
INNOVATIVE OFFICE SOLUTIONS AB # 1004								Summary Total	4.45					
OFFICE SUPPLIES								PV	87135	001	09101	6/21/2017	IN1654151	81.31
P O BOX 249004 APPLE VALLEY MN 55124-9017								Summary Total	81.31					
Payment Amount								85.76						
106324	INSPECTRON INC	MAY 2017 SERVICES	PV	87136	001	09101	6/12/2017	061217	8,525.00					
INSPECTRON INC CODE COMPLIANCE INSPECTIONS 15120 CHIPPENDALE AVE SUITE 202 ROSEMOUNT MN 55068								Summary Total	8,525.00					
Payment Amount								8,525.00						
100256	LANO EQUIPMENT INC	TOOL CAT BROOM	PV	87137	001	09101	6/21/2017	02-459875	56.85					
LANO EQUIPMENT INC								PV	87137	002	09101	6/21/2017	02-459875	18.95

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Number	Name / Mailing Address	Message	Ty	Number	Amount
6140 HIGHWAY 10 NW		Summary Total			75.80
ANOKA MN 55303	TOOL CAT BROOM	PV 87138 001 09101	6/20/2017	02-459642	136.34
	TOOL CAT BROOM	PV 87138 002 09101	6/20/2017	02-459642	409.02
		Summary Total			545.36
	CARB- WEED WHIPPER	PV 87139 001 09101	6/23/2017	02-460471	31.54
		Summary Total			31.54
		Payment Amount			652.70
100266 LOGIS	MAY 2017 SERVICES	PV 87140 001 09101	5/31/2017	43625	12,372.00
LOCAL GOVERNMENT INFORMATION SYSTEMS ASS		Summary Total			12,372.00
5750 DULUTH STREET	NETWORK MAY 2017	PV 87141 001 09101	5/31/2017	43693	402.50
GOLDEN VALLEY MN 55422-4036		Summary Total			402.50
		Payment Amount			12,774.50
100284 MENARDS ELK RIVER	MISC SUPPLIES	PV 87142 001 09101	6/9/2017	34355	60.68
MENARDS ELK RIVER		Summary Total			60.68
19521 EVANS STREET NW	MISC SUPPLIES	PV 87173 001 09601	6/26/2017	35441	13.11
ELK RIVER MN 55330-1077		Summary Total			13.11
	FIRE DEPT- WATER	PV 87200 001 09101	6/15/2017	34735	14.94
		Summary Total			14.94
		Payment Amount			88.73
104452 METRO CHIEF FIRE	2017 DUES- MATT	PV 87143 001 09101	6/26/2017	062617	100.00
OFFICERS ASSOC.	KOHNER				
METRO CHIEF FIRE OFFICER ASSOC.		Summary Total			100.00
ATTEN: MARK SITARZ					
3505 SILVER LAKE ROAD					
MINNEAPOLIS MN 55418		Payment Amount			100.00
108208 METRO PRODUCTS INC	MISC PARK SUPPLIES	PV 87144 001 09101	6/21/2017	127237	109.50
METRO PRODUCTS INC		Summary Total			109.50
7401 CENTRAL AVENUE NE					
FRIDLEY MN 55432		Payment Amount			109.50
101164 MILLER CHEVROLET	WORK ON 341	PV 87201 001 09101	6/30/2017	CVCS579904	18.00
MILLER CHEVROLET	WORK ON 341	PV 87201 002 09101	6/30/2017	CVCS579904	329.98
21150 JOHN MILLESS DR	WORK ON 341	PV 87201 003 09101	6/30/2017	CVCS579904	1,209.00

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Number	Name / Mailing Address	Ty Number Itm Co	Date	Number	Amount
					848.13
100345 NAPA AUTO PARTS ELK RIVER	SWITCH	PV 87150 001 09101	6/26/2017	916056	88.49
		Summary Total			88.49
NAPA AUTO PARTS ELK RIVER 17137 YALE STREET NW	OIL FILTER	PV 87151 001 09101	6/26/2017	916091	29.84
		Summary Total			29.84
P O BOX 1041 ELK RIVER MN 55330	TOUCH UP PAINT	PV 87152 001 09101	6/23/2017	915731	15.49
		Summary Total			15.49
	FILTERS	PV 87153 001 09101	6/11/2017	915119	131.66
		Summary Total			131.66
	TAPE/SEALANT	PV 87154 001 09101	6/21/2017	915127	21.27
		Summary Total			21.27
	AIR FILTERS	PV 87203 001 09101	6/27/2017	916212	80.00
		Summary Total			80.00
		Payment Amount			366.75
106774 NELSON AUTO CENTER	FIRE 2017 FORD INTER. 569	PV 87155 001 09101	6/21/2017	FH032	29,787.08
		Summary Total			29,787.08
NELSON AUTO CENTER P.O. BOX 338 2228 COLLEGE WAY FERGUS FALLS MN 56538-0338					
		Payment Amount			29,787.08
100363 NORTHERN SANITARY SUPPLY CO	MISC SUPPLIES	PV 87204 001 09101	6/22/2017	186575	297.41
		Summary Total			297.41
NORTHERN SANITARY SUPPLY CO 341 COON RAPIDS BLVD MINNEAPOLIS MN 55433					
		Payment Amount			297.41
115232 NORTHERN TECHNOLOGIES LLC	RAMSEY CENTRAL PARK	PV 87156 001 09805	5/31/2017	21659	1,077.00
		Summary Total			1,077.00
NORTHERN TECHNOLOGIES LLC 3522 4TH AVENUE S	ADRIE ST RECON	PV 87157 002 09435	5/31/2017	21619	408.75
		Summary Total			408.75
FARGO ND 58103		Payment Amount			1,485.75

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Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount
110547	NORTHWEST LIGHTING SYSTEMS CO.	MISC SUPPLIES	PV	87205	001	09101	6/22/2017	102630	189.40
	NORTHWEST LIGHTING SYSTEMS CO.			Summary Total					189.40
	12001 RIVERWOOD DRIVE	MISC SUPPLIES	PV	87206	001	09101	6/27/2017	102673	18.30
	BURNSVILLE MN 55337			Summary Total					18.30
		MISC SUPPLIES	PV	87207	001	09101	6/26/2017	102651	66.06
				Summary Total					66.06
				Payment Amount					273.76
110480	OPUS 21 MANAGEMENT SOLUTIONS	MAY 2017 SERVICES	PV	87158	001	09601	6/22/2017	170511	231.88
	OPUS 21 MANAGEMENT SOLUTIONS	MAY 2017 SERVICES	PV	87158	002	09601	6/22/2017	170511	231.88
	680 COMMERCE DRIVE SUITE 160	MAY 2017 SERVICES	PV	87158	003	09601	6/22/2017	170511	231.88
	WOODBURY MN 55125	MAY 2017 SERVICES	PV	87158	004	09601	6/22/2017	170511	231.88
		MAY 2017 SERVICES	PV	87158	005	09601	6/22/2017	170511	231.88
				Summary Total					1,159.40
				Payment Amount					1,159.40
114134	PHASOR ELECTRIC COMPANY	SIGNAL WORK	PV	87174	001	09101	6/23/2017	045347	101.00
	PHASOR ELECTRIC COMPANY			Summary Total					101.00
	2160 108TH LANE NE								
	BLAINE MN 55449			Payment Amount					101.00
111368	POLLARDWATER.COM	2 SAFARI HATS	PV	87175	001	09602	6/9/2017	0078714	41.00
	POLLARDWATER.COM			Summary Total					41.00
	200 ATLANTIC AVENUE								
	NEW HYDE PARK NY 11040			Payment Amount					41.00
100393	PRAIRIE RESTORATIONS INC	ALPINE PARK	PV	87208	001	09101	6/27/2017	7054	7,398.00
	PRAIRIE RESTORATIONS INC			Summary Total					7,398.00
	31646 128TH STREET	ALPINE PRK	PV	87209	001	09101	6/16/2017	6839	368.20
	PRINCETON MN 55371	SLOPE/MEDIANS		Summary Total					368.20

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Number	Name / Mailing Address	Ty Number Itm Co	Date	Number	Amount
Payment Amount					7,766.20
107978 PREMIER COMMERCIAL PROPERTIES INC	HIWAY 10 MANAGEMENT MAY 17	PV 87159 001 09410	5/31/2017 5338		200.00
PREMIER COMMERCIAL PROPERTIES INC	HIWAY 10 MANAGEMENT MAY 17	PV 87159 002 09410	5/31/2017 5338		200.00
6897 139TH LANE NW	HIWAY 10 MANAGEMENT MAY 17	PV 87159 003 09410	5/31/2017 5338		200.00
RAMSEY MN 55303	HIWAY 10 MANAGEMENT MAY 17	PV 87159 004 09410	5/31/2017 5338		200.00
Summary Total					800.00
	HIWAY 10 MANAGEMENT JUNE 17	PV 87160 001 09410	6/30/2017 063017		200.00
	HIWAY 10 MANAGEMENT JUNE 17	PV 87160 002 09410	6/30/2017 063017		200.00
	HIWAY 10 MANAGEMENT JUNE 17	PV 87160 003 09410	6/30/2017 063017		200.00
	HIWAY 10 MANAGEMENT JUNE 17	PV 87160 004 09410	6/30/2017 063017		200.00
Summary Total					800.00
Payment Amount					1,600.00
100413 RANDALL GOODRICH AND HAAG PLC	JUNE 17 PROSECUTION	PV 87210 001 09101	7/5/2017 070517		3,210.20
RANDALL GOODRICH AND HAAG PLC		Summary Total			3,210.20
2140 FOURTH AVENUE NORTH		Payment Amount			3,210.20
ANOKA MN 55303					
114163 RCM SPECIALTIES INC	EMULSION	PV 87176 001 09101	6/19/2017 6123		4,760.25
RCM SPECIALTIES INC		Summary Total			4,760.25
12090 MARGO AVENUE SOUTH SUITE B		Payment Amount			4,760.25
HASTINGS MN 55033					
106617 ROTARY CLUB OF RAMSEY	K. ULRICH 2ND QTR 2017 DUES	PV 87211 001 09101	6/28/2017 062817		150.00
ROTARY CLUB OF RAMSEY		Summary Total			150.00
ATTEN: KEVIN BITTNER					
BOLTON AND MENK INC					
7533 SUNWOOD DRIVE SUITE 206					
RAMSEY MN 55303					

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Payee	Stub	Document	Due	Invoice	Payment
Number	Name / Mailing Address	Message	Ty	Number	Amount
				Payment Amount	150.00
100440	SHORT ELLIOT HENDRICKSON INC	ANTENNA PROJECT	PV	87177 001 09804 6/20/2017 334286	2,463.61
	SHORT ELLIOT HENDRICKSON INC NW 6262 P O BOX 1450 MINNEAPOLIS MN 55485-6262			Summary Total	2,463.61
				Payment Amount	2,463.61
110313	SUMMIT FIRE PROTECTION	FIRE EXT SERVICE	PV	87215 001 09101 6/16/2017 1193595	34.25
	SUMMIT FIRE PROTECTION P O BOX 6205 CAROL STREAM IL 60197-6205			Summary Total	34.25
				Payment Amount	34.25
100485	TIMESAVER OFF SITE SECRETARIAL INC	JUNE 2017 MEETINGS	PV	87213 001 09101 6/29/2017 M23029	1,115.25
	TIMESAVER OFF SITE SECRETARIAL INC 5291 RIVER OAK DRIVE SAVAGE MN 55378			Summary Total	1,115.25
				Payment Amount	1,115.25
112079	TOKLE INSPECTIONS INC	MAY 2017 SERVICES	PV	87161 001 09101 6/19/2017 061917	4,008.75
	TOKLE INSPECTIONS INC 1748 123RD AVENUE NW COON RAPIDS MN 55448			Summary Total	4,008.75
				Payment Amount	4,008.75
105628	WELLS CATERING SERVICE	CC MEAL 6/27/2017	PV	87163 001 09101 6/27/2017 42955	81.23
	WELLS CATERING SERVICE 7533 SUNWOOD DRIVE SUITE 108 RAMSEY MN 55303			Summary Total	81.23
				Payment Amount	81.23
115802	WHALEN, KATELYN	SUMMER ADV PROG-3 WKS	PV	87219 001 09101 7/4/2017 1	247.10

R04570

CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS004V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2017

Payee	Stub	Document	Due	Invoice	Payment
Number	Name / Mailing Address	Message	Ty	Number	Amount
KATELYN WHALEN					
14220 55TH STREET N					
OAK PARK HEIGHTS MN 55082					
Summary Total					247.10
Payment Amount					247.10
112515 WSB AND ASSOCIATES INC	PW REMNANT LOT	PV	87162 001 09201	6/12/2017	1 0-001973-360
	APR/MAY 17				JUNE 17
WSB AND ASSOCIATES INC					
701 XENIA AVENUE SOUTH SUITE 300					
MINNEAPOLIS MN 55416					
Summary Total					3,495.00
Payment Amount					3,495.00
Total Amount to be Processed					280,256.75
Total Number of Payments to be Processed					67

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #17-07-175

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF JUNE 22, 2017 THROUGH JULY 6, 2017.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of June 22, 2017, through July 6, 2017, in the amount of \$ 650,177.14 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 June 22, 2017, through July 6, 2017, in the amount of \$ 650,177.14.

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:

None

and the following abstained:

None

and the following were absent:

Councilmember LeTourneau

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of July, 2017.

Mayor

ATTEST:

City Clerk

Meeting Date: 07/11/2017

Submitted For: Patrick Brama,

By:

Patrick Brama, Administrative Services

Information

Title

Adopt Resolution #17-07-174 Declaring the City of Ramsey's Participation in the State Council on Local Results and Innovation -- Performance Measurement Program

Purpose/Background:

Purpose of Case:

Adopt a resolution declaring the City's participation in the State Council on Local Results and Innovation Performance Measurement Program (often referenced as CPM - City Performance Measurement)

NOTE: the City participated in this annual program in 2012, 2013, 2014, and 2015.

Background:

In 2010, the State legislature created the Council on Local Results and Innovation. In 2011, the Innovation Council developed and released a standard of performance measurements for Cities and Counties; with the goal of aiding residents, taxpayers, and state and local elected officials in determining the efficacy of Counties and Cities in providing services, and measure residents' opinions of those services.

Cities that elect to participate in the standard measures program must officially adopt [by resolution] and implement a minimum of TEN standard performance measures. Participating entities must report their results to the State Auditor and make them available to all interested parties by publishing them on the Auditor's web site [by July 1 annually]. Lastly, results must be provided to local residents through publication, direct mailing, posting on a web site or through a public hearing [by December 31 annually]

Cities benefit from participating from the standard measures program by receiving a reimbursement from the State in the amount of 14 cents per capita (about \$3,500 Ramsey). More importantly, Cities benefit by developing an annual performance measurement baseline; which can be utilized by elected officials and tax payers to make educated decisions. Lastly, cities have the ability to view other organizations' program results; which provides the City with comparable performance measurement data.

Notification:

NA

Observations/Alternatives:

Attached to this case is the resolution required for adoption to participate in the Council on Local Results and Innovation Performance Measurement Program; and, 2012-16 results for the City of Ramsey.

This program works in parallel with the City's initiative to conduct a biannual resident survey. Both the performance measurement program and the biannual resident survey are utilized during the City's budgeting and strategic planning processes.

Funding Source:

NA. State allocation of funding to the City for participating (about \$3,500).

Recommendation:

Adopt Resolution #17-07-174 Declaring the City of Ramsey's Participation in the State Council on Local Results and Innovation -- Performance Measurement Program

Action:**Motion to:**

Adopt Resolution #17-07-174 Declaring the City of Ramsey's Participation in the State Council on Local Results and Innovation -- Performance Measurement Program

Attachments

Res 17 07 174

CPM Results

Resident Survey 2016

Form Review**Inbox**

Kurt Ulrich

Patrick Brama (Originator)

Form Started By: Patrick Brama

Final Approval Date: 07/10/2017

Reviewed By

Kurt Ulrich

Patrick Brama

Date

07/06/2017 02:21 PM

07/10/2017 02:37 PM

Started On: 07/05/2017 04:21 PM

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

RESOLUTION #17-07-174

**RESOLUTION DECLARING THE CITY OF RAMSEY'S PARTICIPATION IN THE
STATE COUNCIL ON LOCAL RESULTS AND INNOVATION -- PERFORMANCE
MEASUREMENT PROGRAM**

WHEREAS, In 2010, the Minnesota Legislature created the Council on Local Results and Innovation; and

WHEREAS, The Council on Local Results and Innovation developed a standard set of performance measures that will aid residents, taxpayers, and state and local elected officials in determining the efficacy of counties in providing services and measure residents' opinion of those services; and

WHEREAS, Benefits to the City are outlined in MS 6.91 and include eligibility for a reimbursement as set by State statute; and

WHEREAS, Any City participating in the comprehensive performance measurement program is also exempt from levy limits for taxes, if levy limits are in effect; and

WHEREAS, The City of Ramsey has adopted and implemented at least 10 of the performance measures, as developed by the Council on Local Results and Innovation, and a system to use this information to help plan, budget, manage and evaluate programs and processes for optimal future outcomes; 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 will continue to report the results of the performance measures to its citizenry by the end of the year through publication, direct mailing, posting on the city's/county's website, or through a public hearing at which the budget and levy will be discussed and public input allowed.
2. The City Council of Ramsey will submit to the Office of the State Auditor the actual results of the performance measures adopted by the city/county.

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:

Mayor Strommen
Councilmember Riley
Councilmember LeTourneau
Councilmember Johns

Councilmember Shryock
Councilmember Kuzma
Councilmember Williams

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

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

Councilmember Backous

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the XXth day of XXXX, 201X.

Sarah Strommen, Mayor

ATTEST:

Jo Ann M. Thieling, City Clerk

Ramsey: Standard Measures 2016

Category		Measure	2012	2013	2014	2015	2016
General	1	Rating of the overall quality of services provided by your city	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>
	2	Percent change in the taxable property market value	-7.82%	-0.74%	12.76%	4.50%	5.07%
	3	Citizens' rating of the overall appearance of the city	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>
	4	Nuisance code enforcement cases per 1,000 population	6.31	9.72	14.40	15.48	15.09
	5	Number of library visits per 1,000 population	NA	NA	NA	NA	NA
	6	Bond rating	AA+	AA+	AA+	AA+	AA+
	7	Citizens' rating of city recreational programs and facilities	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>
	8	Accuracy of post election audit (% of ballots counted accurately)	100.00%	100.00%	100.00%	100.00%	100.00%
Police	9	P I and II Crime Rates (per 1000)	22.20/26.30	17.3/25.43	15.01/27.16	14.53/25.53	1 year lag
	10	Part I and II Crime Clearance Rates (per 1000)	41.00%	51.00%	46.00%	62.00%	1 year lag
	11	Citizens' rating of safety in their community (survey)	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>
	12	Average police response time (emergency calls)	8:36	No Data	No Data	4:33	3:23
Fire & EMS	13	Insurance industry rating of fire services	ISO 5/7	ISO 5/7	ISO 5/7	ISO 5/7	ISO 5/7
	14	Citizens' rating of the quality of fire protection services	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>
	15	Average fire response time	8:05	8:24	8:12	8:27	8:23
	16	Fire calls per 1,000 population	13.20	10.98	16.50	12.46	11.70
	17	Number of fires with loss resulting in investigation	29.00	34.00	27.00	16.00	15.00
	18	EMS calls per 1,000	2.50	4.56	4.70	5.55	7.60
	19	Emergency Medical Services average response time	0.34	0.26	6:85	6:35	6:51
Streets	20	Average city street pavement condition rating Paser Scale (1-10)	7.50	7.25	7.40	7.50	Pending
	21	Citizens' rating of the road conditions in their City	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>
	22	Expenditures for road rehabilitation per paved lane mile rehab. Does not include minor upkeed (pot holes, patching, etc.)	\$1,941.00	\$1,350.00	\$10,628.00	\$41,700.00	Pending
	23	Percentage of all jurisdiction lane miles rehabilitated in the yr	12.00%	8.00%	12.00%	9.00%	Pending
	24	Average hours to complete road system during snow event	8.00	8.90	7.61	8.20	8.16
	25	Citizens' rating of the quality of snowplowing on city streets	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>
Water	26	Citizens' rating of water dependability and quality (survey)	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>
	27	Operating cost per 1,000,000 gallons of water pumped/produced	\$895.00	\$1,080.48	\$1,010.91	\$992.00	Pending
Sanitary	28	Citizens' rating of the dependability and quality of city sanitary sewer service	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>	<i>Citizen Survey</i>
Sewer	29	Number of sewer blockages on city system per 100 connections	0	0	0	0	Pending

THE NCS™

The National Citizen Survey™

Ramsey, MN

Community Livability Report

FINAL
2016



NRC
National Research Center Inc

2955 Valmont Road Suite 300
Boulder, Colorado 80301
n-r-c.com • 303-444-7863



Leaders at the Core of Better Communities

777 North Capitol Street NE Suite 500
Washington, DC 20002
icma.org • 800-745-8780

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About

The National Citizen Survey™ (The NCS) report is about the “livability” of Ramsey. The phrase “livable community” is used here to evoke a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents’ opinions within the three pillars of a community (Community Characteristics, Governance and Participation) across eight central facets of community (Safety, Mobility, Natural Environment, Built Environment, Economy, Recreation and Wellness, Education and Enrichment and Community Engagement).

The Community Livability Report provides the opinions of a representative sample of 462 residents of the City of Ramsey. The margin of error around any reported percentage is 5% for the entire sample. The full description of methods used to garner these opinions can be found in the *Technical Appendices* provided under separate cover.

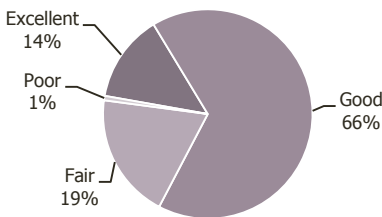


Quality of Life in Ramsey

Most residents rated the quality of life in Ramsey as excellent or good. These ratings were similar to the national benchmark (see Appendix B of the *Technical Appendices* provided under separate cover).

Shown below are the eight facets of community. The color of each community facet summarizes how residents rated it across the three sections of the survey that represent the pillars of a community – Community Characteristics, Governance and Participation. When most ratings across the three pillars were higher than the benchmark, the color for that facet is the darkest shade; when most ratings were lower than the benchmark, the color is the lightest shade. A mix of ratings (higher and lower than the benchmark) results in a color between the extremes.

Overall Quality of Life



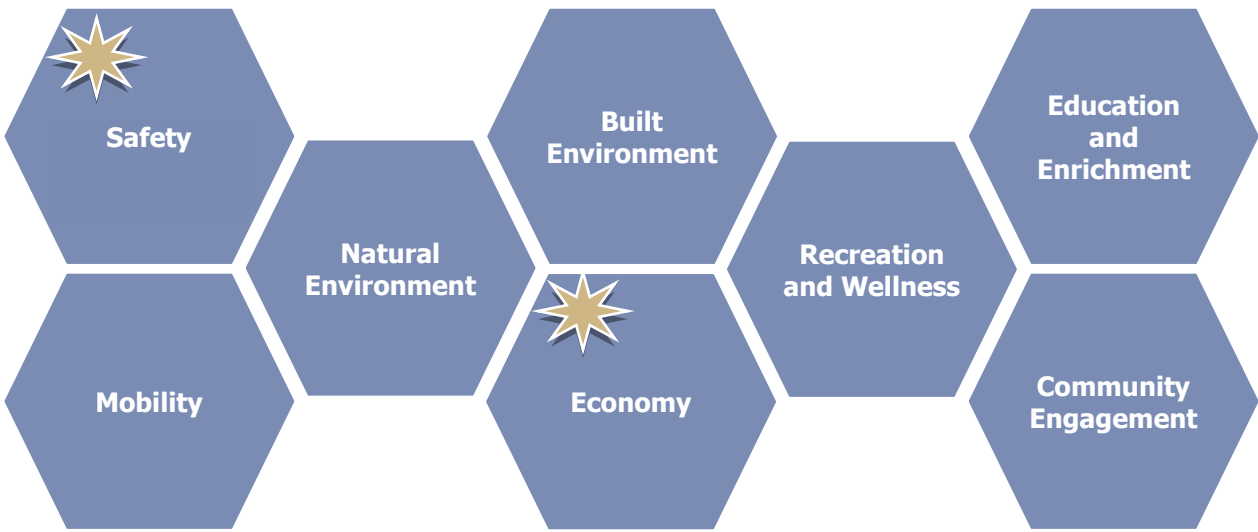
In addition to a summary of ratings, the image below includes one or more stars to indicate which community facets were the most important focus areas for the community. Residents identified Safety and Economy as priorities for the Ramsey community in the coming two years. Ramsey residents gave favorable ratings to both of these facets of community. Ratings for Mobility, Natural Environment, Built Environment, Recreation and Wellness, Education and Enrichment and Community Engagement were positive and similar to other communities. This overview of the key aspects of community quality provides a quick summary of where residents see exceptionally strong performance and where performance offers the greatest opportunity for improvement. Linking quality to importance offers community members and leaders a view into the characteristics of the community that matter most and that seem to be working best.

Details that support these findings are contained in the remainder of this Livability Report, starting with the ratings for Community Characteristics, Governance and Participation and ending with results for Ramsey's unique questions.

Legend

- Higher than national benchmark
- Similar to national benchmark
- Lower than national benchmark

★ Most important



Community Characteristics

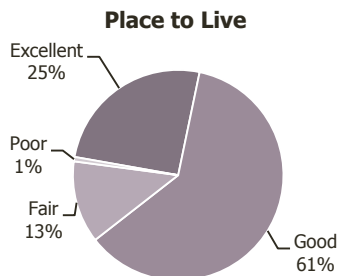
What makes a community livable, attractive and a place where people want to be?

Overall quality of community life represents the natural ambience, services and amenities that make for an attractive community. How residents rate their overall quality of life is an indicator of the overall health of a community. In the case of Ramsey, 87% of residents rated the City as an excellent or good place to live. Respondents' ratings of Ramsey as a place to live were similar to ratings in other communities across the nation.

In addition to rating the City as a place to live, respondents rated several aspects of community quality including Ramsey as a place to raise children and to retire, their neighborhood as a place to live, the overall image or reputation of Ramsey and its overall appearance. Roughly 8 in 10 residents gave excellent or good ratings to their neighborhoods and Ramsey as a place to raise children which were similar to the national benchmark. Around three-quarters of residents gave favorable ratings to Ramsey's overall appearance which also was similar to the national benchmark, while about half or less of residents positively rated Ramsey as a place to retire and the overall image which was lower than what was seen in comparison communities.

Delving deeper into Community Characteristics, survey respondents rated over 30 features of the community within the eight facets of Community Livability. Overall, results were similar to other communities and most aspects had positive ratings from a majority of respondents. Around 9 in 10 residents reported feeling safe in their neighborhoods and in the downtown/commercial areas of Ramsey, ratings that were similar to the benchmark. Between half and two-thirds of residents positively rated aspects of Mobility and all of these ratings were similar to jurisdictions across the nation. Within Natural Environment, around 8 in 10 residents rated the overall natural environment and cleanliness of the City positively, which was similar to comparison communities. Within the facet of Built Environment around two-thirds of residents positively rated the availability of affordable quality housing and this rating was higher than the national benchmark. Aspects of Economy, such as the overall

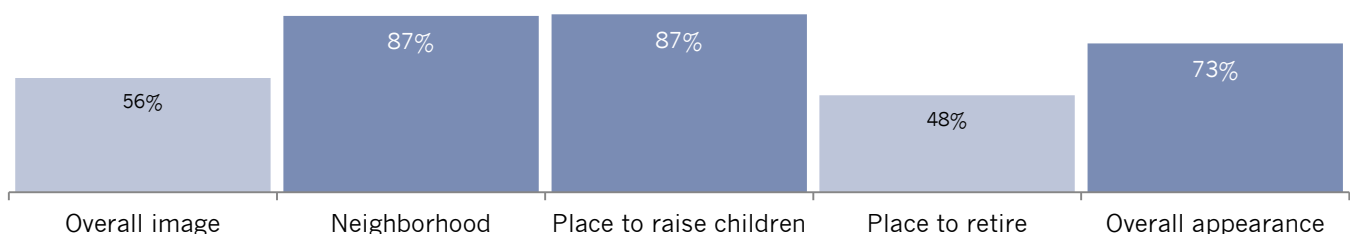
economic health, Ramsey as a place to work and the cost of living received positive ratings from about half of residents. However, Ramsey's vibrant downtown/commercial area, businesses and services, shopping opportunities and Ramsey as a place to visit received less favorable ratings that fell below the benchmark. Of the remaining facets, all aspects received positive ratings that were similar to communities elsewhere with the exception of opportunities to attend cultural, arts and musical activities and to volunteer, which were rated positively by around 4 in 10 residents and were lower than ratings seen in national comparisons.



Percent rating positively (e.g., excellent/good)

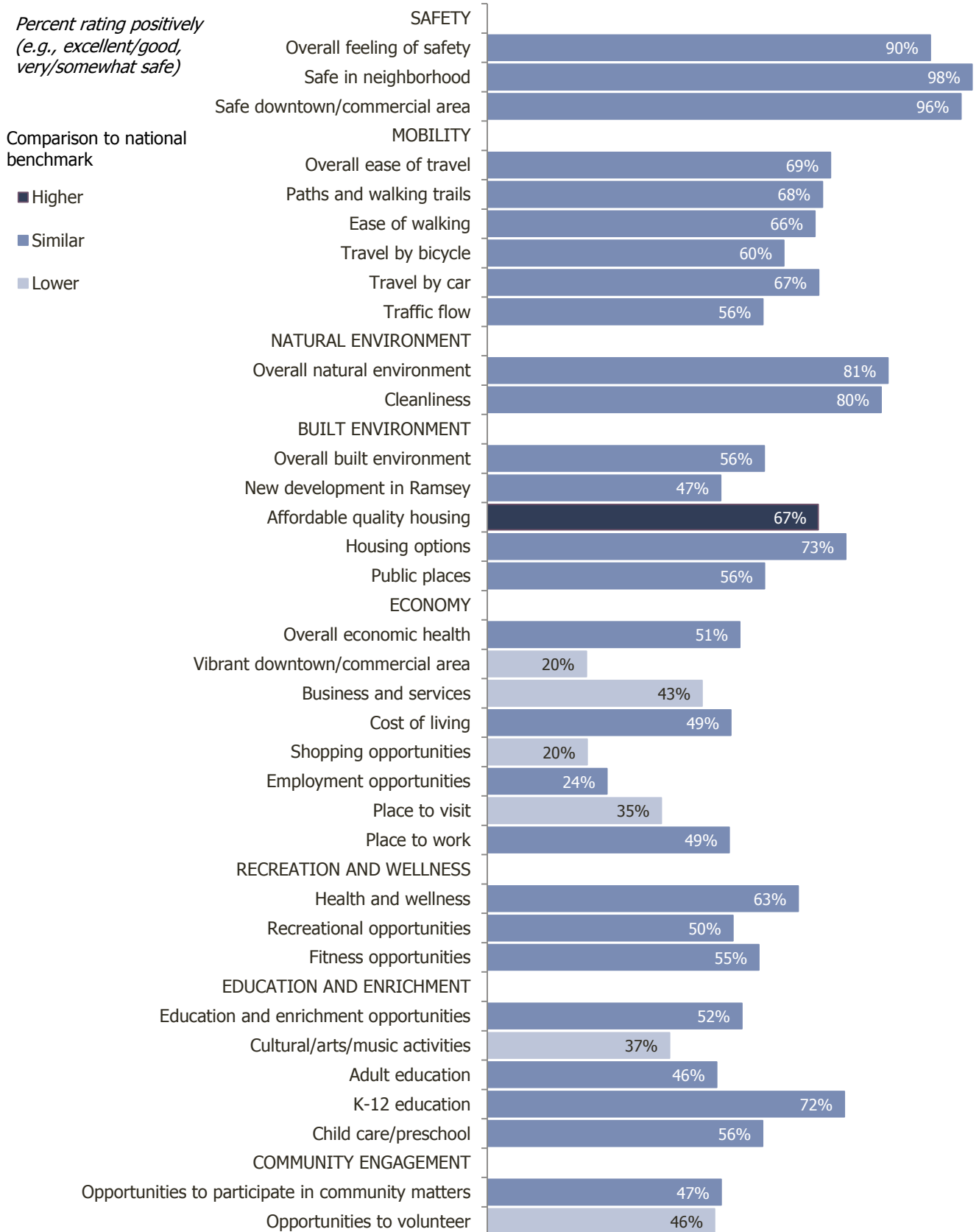
Comparison to national benchmark

■ Higher ■ Similar ■ Lower



The National Citizen Survey™

Figure 1: Aspects of Community Characteristics



Governance

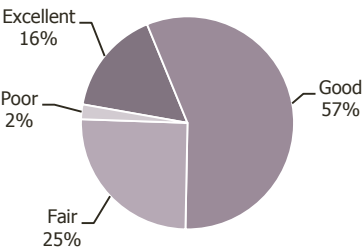
How well does the government of Ramsey meet the needs and expectations of its residents?

The overall quality of the services provided by Ramsey as well as the manner in which these services are provided are a key component of how residents rate their quality of life. The overall quality of services provided by the City of Ramsey received excellent or good ratings by about three-quarters of residents, while the Federal Government received positive ratings by about one-third of respondents. Both of these ratings were similar to the national benchmark.

Survey respondents also rated various aspects of Ramsey's leadership and governance. Around 8 in 10 residents gave favorable ratings to the overall customer service provided by Ramsey employees. About half of residents favorably rated the remaining aspects of government performance including: the value of services for taxes paid, the overall direction of the City, welcoming citizen involvement, confidence in City government, acting in the best interest of Ramsey, being honest, and treating all residents fairly. These ratings were all on par with other communities across the nation.

Respondents evaluated over 20 individual services and amenities available in Ramsey. Among the highest rated services were police and fire with about 9 in 10 residents giving high marks to each of these aspects. Around 8 in 10 residents gave a positive rating to crime prevention, fire prevention, sewer services and City parks. All of the aforementioned services were similar to the national benchmark. The remaining services also received ratings similar to the national benchmark, with the exception of recreation centers which were rated positively by about half of residents and lower than in comparison communities.

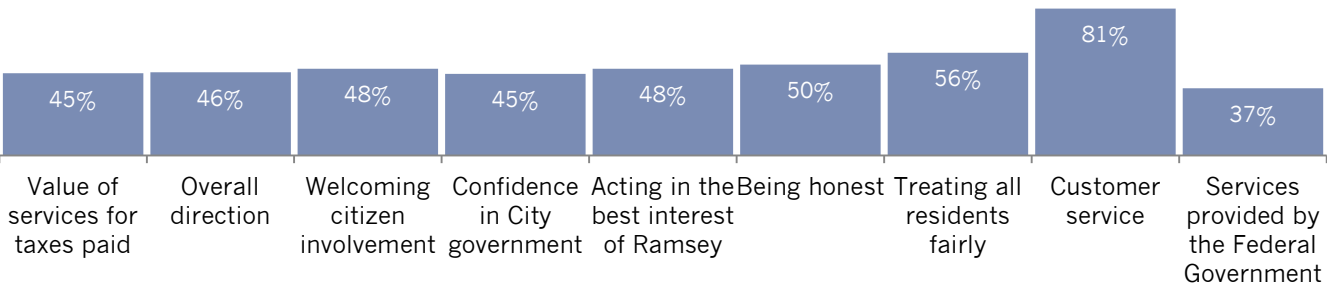
Overall Quality of City Services



Percent rating positively (e.g., excellent/good)

Comparison to national benchmark

■ Higher ■ Similar ■ Lower



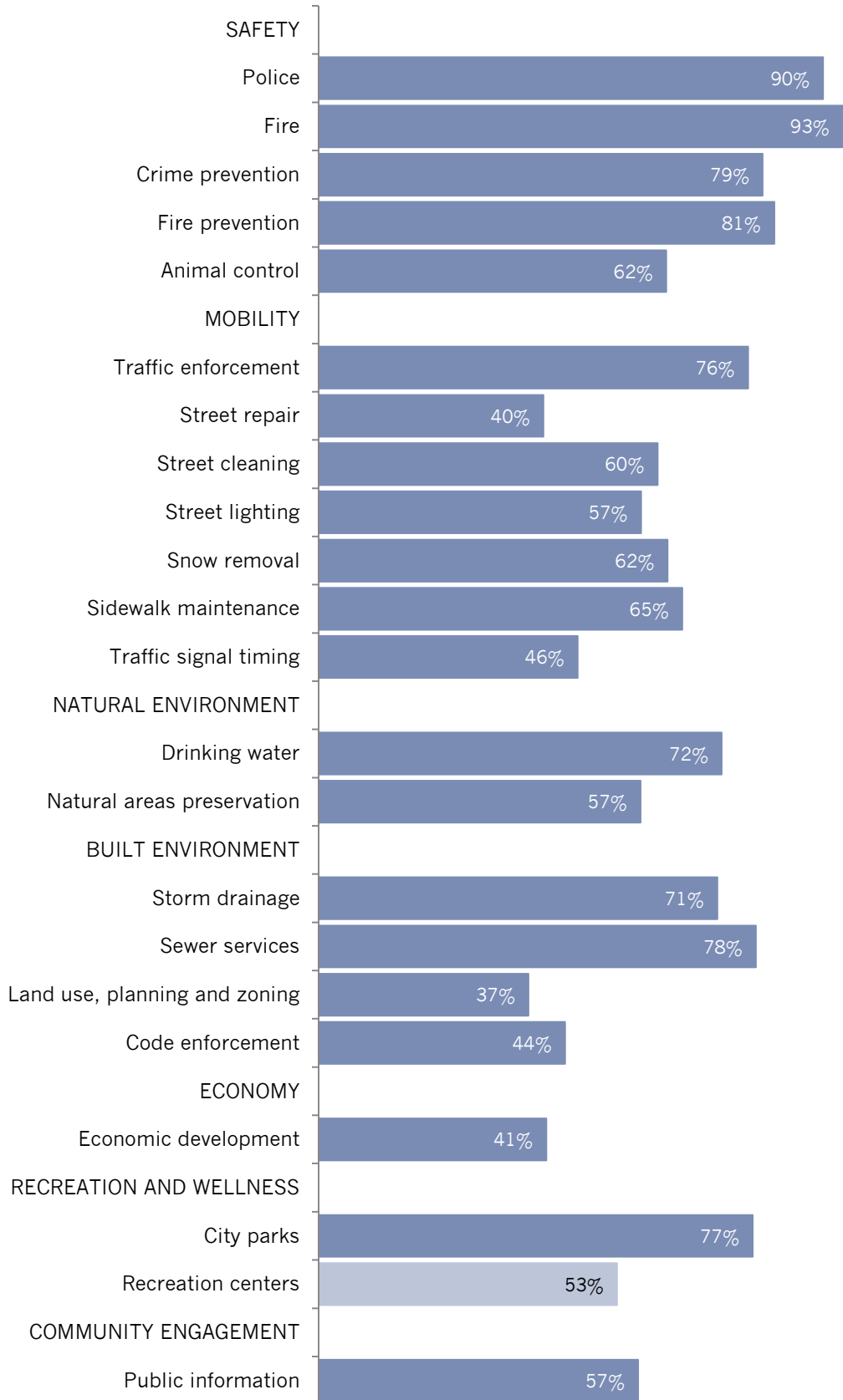
The National Citizen Survey™

Figure 2: Aspects of Governance

Percent rating positively
(e.g., excellent/good)

Comparison to national
benchmark

- Higher
- Similar
- Lower



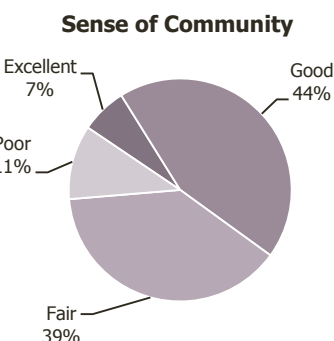
Participation

Are the residents of Ramsey connected to the community and each other?

An engaged community harnesses its most valuable resource, its residents. The connections and trust among residents, government, businesses and other organizations help to create a sense of community; a shared sense of membership, belonging and history. Around half of residents gave a positive rating to the overall sense of community in Ramsey and this level was similar to what was seen in benchmark communities.

More than four in five residents reported that they would recommend Ramsey to others and that they would remain in Ramsey for the next five years. About 4 in 10 residents reported that they had contacted a City employee in the last 12 months. All of these ratings were similar to the national benchmark.

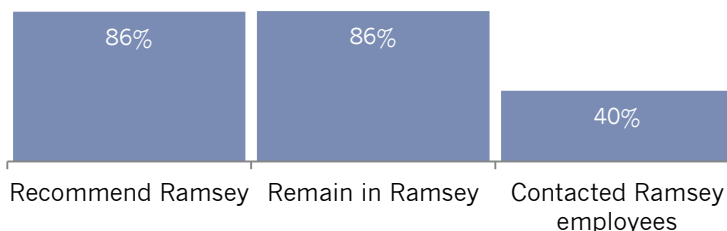
The survey included over 15 activities and behaviors for which respondents indicated how often they participated in or performed each, if at all. Levels of Participation tended to be mixed across the different facets, but overall reported levels were similar to those in benchmark communities. Within the facet of Safety more than 8 in 10 residents reported that they had not been the victim of crime or reported a crime in the 12 months prior to the survey. Most residents reported that they recycled at home and indicated that they were not under housing cost stress, both of which were higher than levels reported in comparison communities. Meanwhile, around 2 in 10 respondents indicated that they worked in Ramsey, a rate of participation lower than those observed elsewhere. Within the facet of Recreation and Wellness, about three-quarters or more reported that they had visited a City park or stated that they were in excellent or good health. Around 4 in 10 residents stated they had attended a City-sponsored event, a lower rate of participation than those in benchmark communities. Within the facet of Community Engagement, residents reported that they had contacted Ramsey elected officials, watched a local public meeting and voted in local elections at levels that were similar to the national benchmark. However, fewer respondents indicated that they had campaigned for an issue, cause or candidate, volunteered or attended a local public meeting than residents in comparison communities.



Percent rating positively
(e.g., very/somewhat likely,
yes)

Comparison to national
benchmark

■ Higher ■ Similar ■ Lower



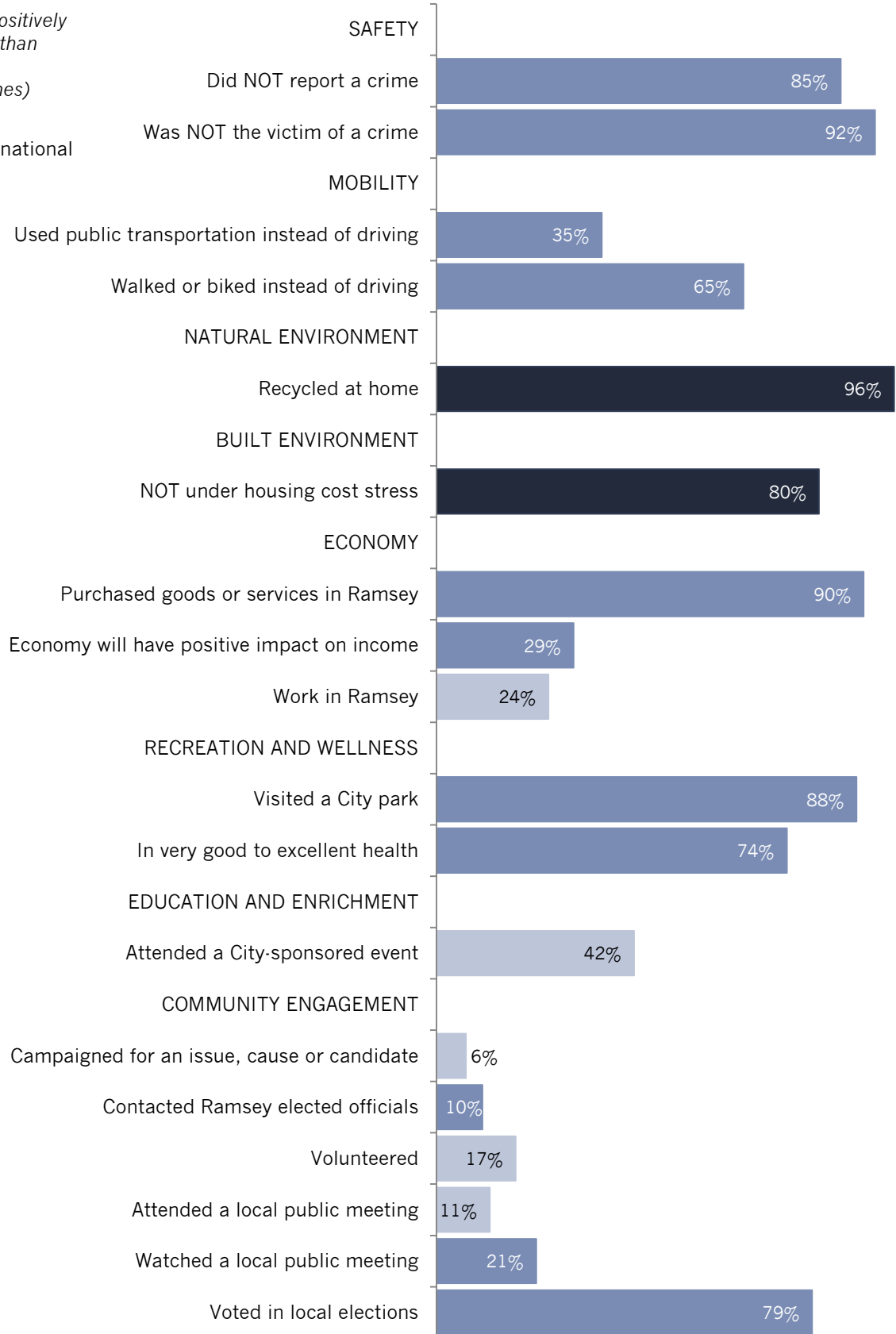
The National Citizen Survey™

Figure 3: Aspects of Participation

Percent rating positively
(e.g., yes, more than
once a month,
always/sometimes)

Comparison to national
benchmark

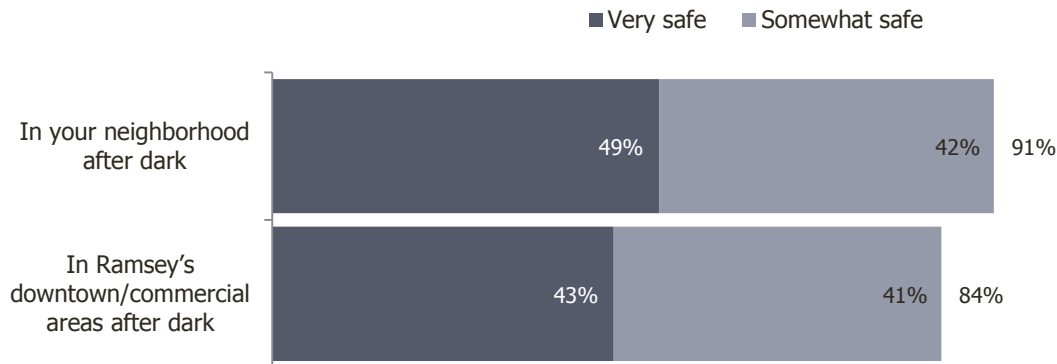
- Higher
- Similar
- Lower



Special Topics

The City of Ramsey included eight questions of special interest on The NCS. The first question asked residents for their opinions about their feelings of safety at night. Most residents (84%) reported that they felt somewhat or very safe at night in Ramsey's downtown/commercial areas and in their neighborhoods. Around 9 in 10 residents reported that they felt somewhat or very safe in their neighborhoods after dark.

Figure 4: Safety after Dark
Please rate how safe or unsafe you feel:



Residents rated the quality of the overall condition of City maintained streets and the quality of trail maintenance. A majority of residents gave favorable ratings to the overall condition of streets and nearly three-quarters rated the quality of trail maintenance as excellent or good.

Figure 5: Overall Condition of Streets
Please rate each of the following characteristics as they relate to Ramsey as a whole: Overall condition of City maintained streets

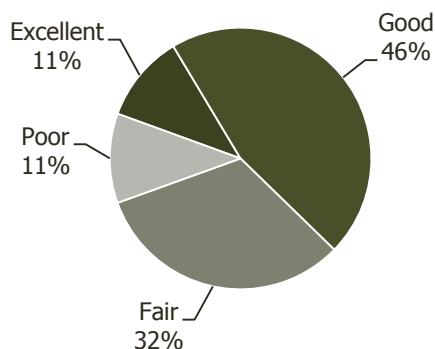
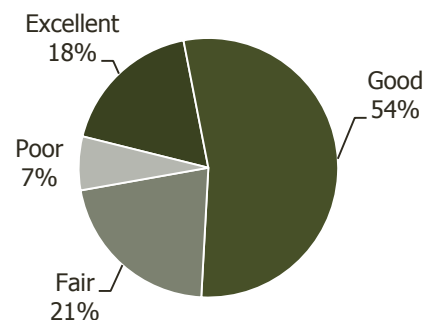


Figure 5: Trail Maintenance
Please rate the quality of each of the following services in Ramsey: Trail maintenance

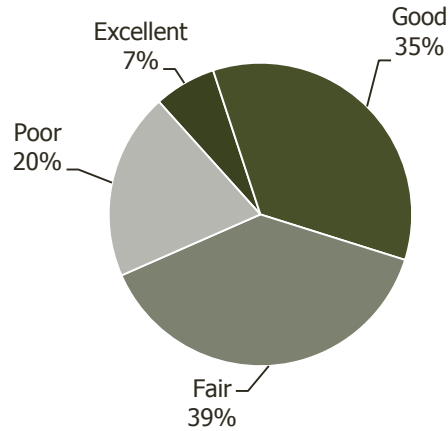


The National Citizen Survey™

The next special interest question asked residents to rate the development and success of a strategic action plan in Ramsey. Less than half of residents rated the City's strategic planning as excellent or good and more than one-third rated it as fair.

Figure 7: Strategic Plan Development

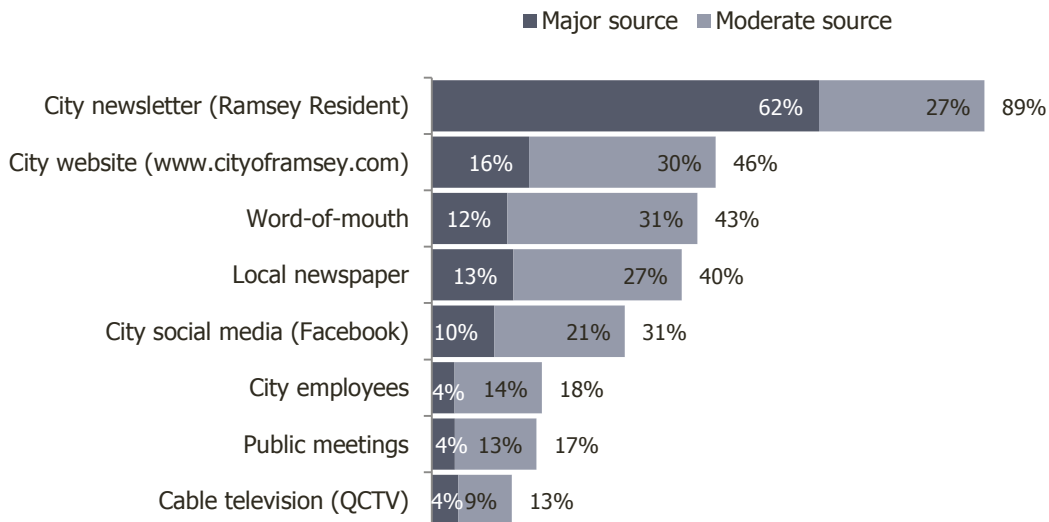
Please rate the following categories of Ramsey government performance: Development and success of a strategic action plan



Residents reported using a variety of sources for information about the City. A vast majority (89%) said that they had used the City newsletter (Ramsey Resident) as a major or moderate source of information. Almost half used the City website and around 4 in 10 relied on word-of-mouth or the local newspaper. The least cited sources of information included cable television, public meetings and information received from City employees.

Figure 8: Source of Information about the City

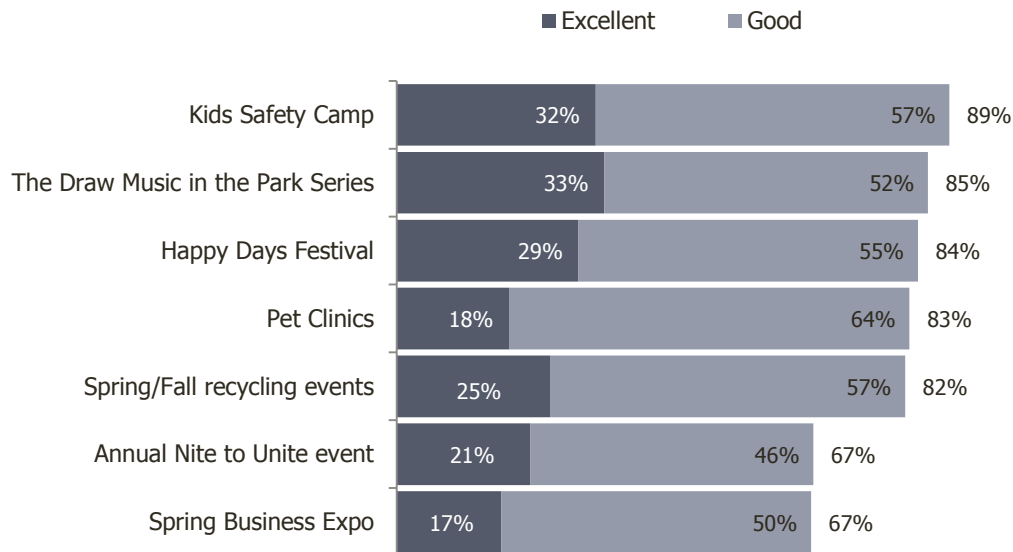
To what extent are each of the following a source of information for you about Ramsey city government and its activities?



The next special interest question asked residents about the quality of various community events. A majority of residents rated each of the listed community events favorably. The most positively rated events were the Kids Safety Camp (89% excellent or good) and at least 8 in 10 residents rated The Draw Music in the Park Series, Happy Days Festival, Pet Clinics and Spring/Fall recycling events as excellent or good.

Figure 9: Community Events

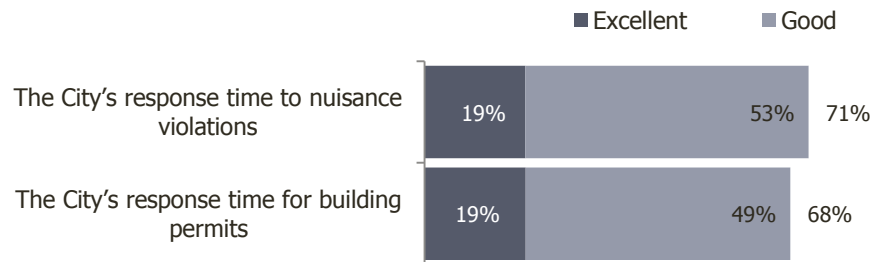
Please rate the quality of each event listed below:



The following special interest question asked respondents to indicate the quality of the City's response time for various services. Around 7 in 10 residents rated the response time for both building permits and to nuisance violations as excellent or good.

Figure 10: City's Response Time

Please rate the quality of the following:

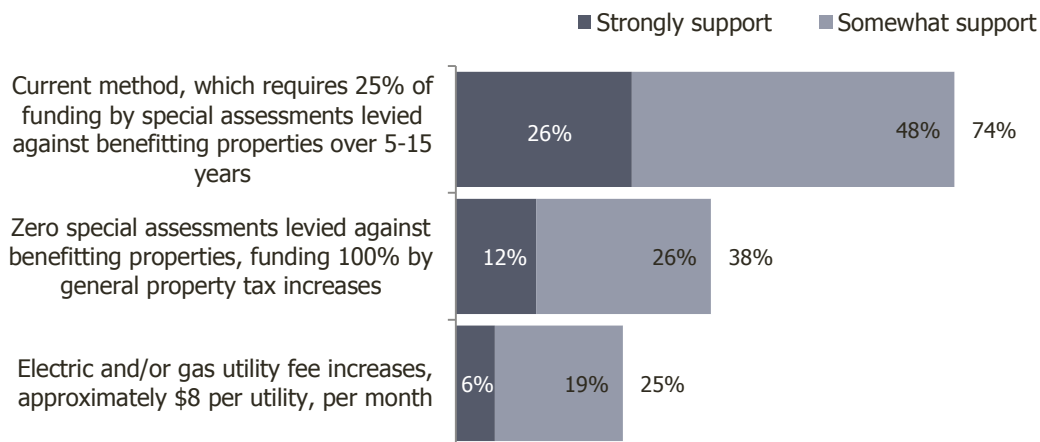


The National Citizen Survey™

The final special interest question asked survey participants to indicate their level of support for various funding sources to maintain City streets in Ramsey. The current method received the most support from residents, with approximately three-quarters of residents saying they at least somewhat supported the measure. The least supported funding source by about a quarter of residents was the electric and/or gas utility fee increase.

Figure 11: Street Reconstruction

The City employs a long-term maintenance program to cost-effectively maintain all 175-plus miles of City streets. Currently, street reconstruction projects are funded 25% by special assessments levied against benefitting properties, and 75% by street reconstruction bonds, which are paid back using general property taxes. The City periodically evaluates funding sources for this on-going program. Please indicate the extent to which you would support or oppose the following funding sources:



Conclusions

Ramsey residents continue to enjoy a high quality of life.

Most of residents gave positive ratings for the overall quality of life and Ramsey as a place to live. About 8 in 10 respondents positively rated their neighborhoods and Ramsey as a place to raise children. Additionally, most residents reported that they plan on remaining in the City for the next five years and said they would recommend Ramsey to someone who asks. These ratings are similar to or higher than ratings from the City's 2014 iteration of the survey, which suggests that residents continue enjoy living in Ramsey.

Economy is important to residents and may be an area for improvement.

Residents indicated that Economy is an important facet for Ramsey to focus on in the coming years. The ratings for overall economic health were similar to the national comparison with about half of residents giving it a positive rating. However, ratings for a vibrant downtown/commercial area, business and services, shopping opportunities, Ramsey as a place to visit and residents reporting that they worked in Ramsey were lower than other communities in the nation. Compared to 2014, nearly all Economy ratings remained stable; however, the ratings for Ramsey as a place to work increased from 2014 to 2016.

Safety is valued by residents and is a positive feature of the community.

Survey respondents indicated that Safety is an important facet and a priority for the City. At least 9 in 10 residents reported having an overall high sense of safety, feeling safe in their neighborhoods as well as in the downtown/commercial areas of Ramsey. Residents positively rated safety services, particularly police and fire services, and a vast majority felt that crime and fire prevention services were excellent or good. About 8 in 10 residents or more were NOT the victim of a crime or did NOT report a crime.

CC Regular Session**4. 8.****Meeting Date:** 07/11/2017**By:** Chris Anderson, Community
Development

Information**Title**

Adopt Resolution #17-07-164 Granting Approval of a Revised Final Plat and Amended Development Agreement for Trott Brook Addition (Project No. 103); Case of Trott Brook Hall

Purpose/Background:

On June 13, 2017, the City Council approved a Final Plat and Development Agreement for Trott Brook Addition, along with a Site Plan and Conditional Use Permit, for a planned building and parking lot expansion for Trott Brook Hall. The Applicant has revised the Final Plat to eliminate an outlot to accommodate the placement of a new septic system, and has also modified some of the drainage and utility easements based on the Staff Review Letter. The elimination of the outlot does impact the development fees and therefore, an amended Development Agreement has also been prepared.

Funding Source:

All costs associated with this request are the responsibility of the Applicant.

Recommendation:

Staff recommends approving the revised Final Plat and amended Development Agreement for Trott Brook Addition.

Action:

Motion to adopt Resolution #17-07-164 approving a revised Final Plat and amended Development Agreement for Trott Brook Addition subject to review as to legal form by the City Attorney.

Attachments

Site Location Map

Revised Final Plat

Amended Development Agreement

Resolution #17-07-164

Form Review**Inbox**

Tim Gladhill

Kurt Ulrich

Form Started By: Chris Anderson

Final Approval Date: 07/06/2017

Reviewed By

Tim Gladhill

Kurt Ulrich

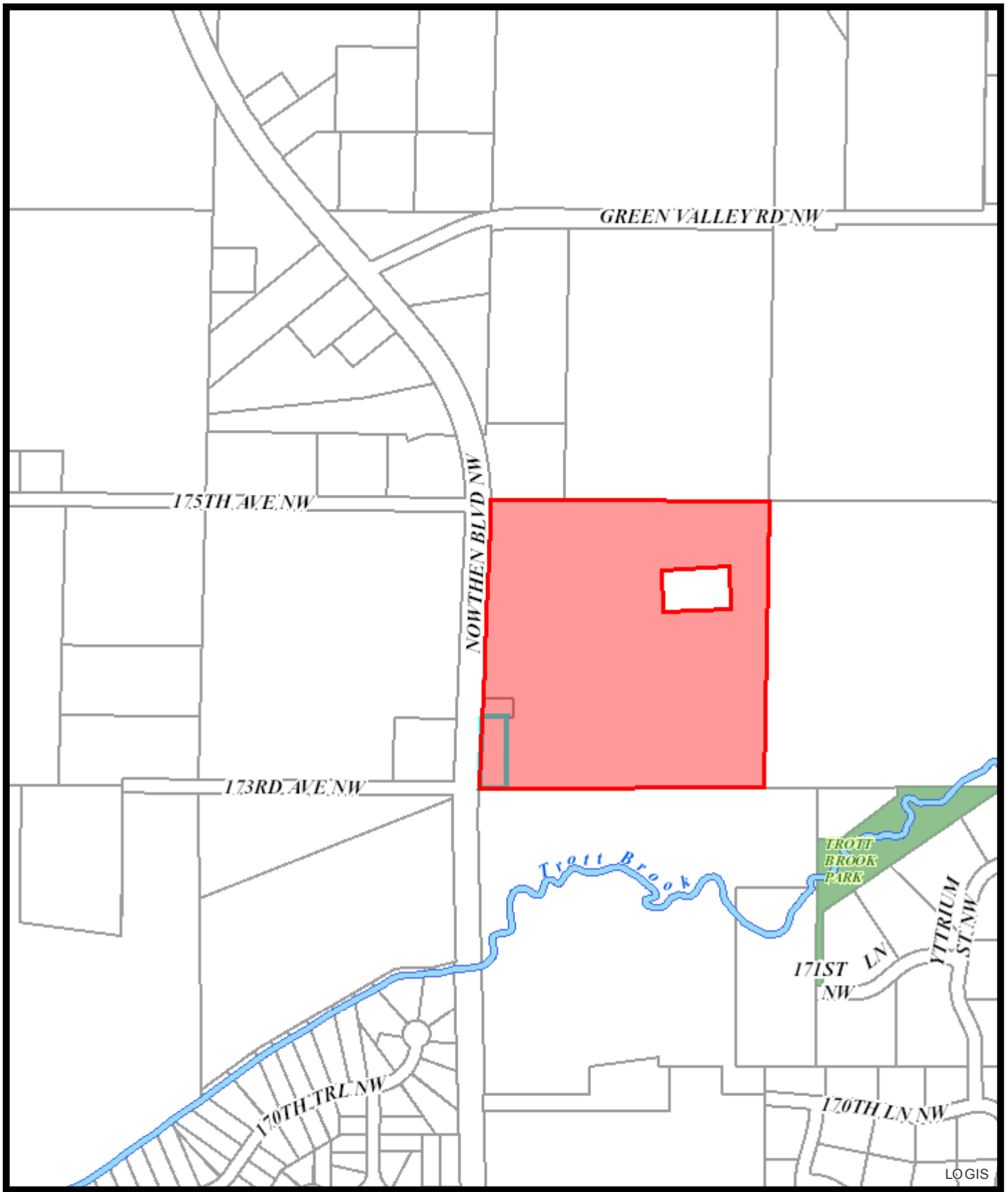
Date

07/06/2017 10:36 AM

07/06/2017 11:42 AM

Started On: 06/29/2017 03:35 PM

Site Location Map



0 155310 620 930 1,240
Feet

TROTT BROOK ADDITION

CITY OF RAMSEY
COUNTY OF ANOKA
SEC. 3, T32N, R25W

KNOW ALL MEN BY THESE PRESENTS: That Trott Brook Hall, a Minnesota Religious Corporation and Ronald E. Hunt and Judith A. Hunt, husband and wife, fee owners of the following described property:

The Southwest Quarter of the Southeast Quarter of Section 3, Township 32 Range 25, Anoka County Minnesota,

EXCEPT

That part of said Southwest Quarter of the Southeast Quarter, described as follows: Commencing at the Southwest corner of said Southwest Quarter of the Southeast Quarter; thence North (assumed bearing) on the West line of said Southwest Quarter of the Southeast Quarter a distance of 678.76 feet; thence North 77 degrees 26 minutes East at a distance of 877.80 feet to the point of beginning of land to be described, hereinafter referred to as point 'A'; thence North 4 degrees 04 minutes West a distance of 181.32 feet; thence North 85 degrees 56 minutes East a distance of 320 feet; thence South 4 degrees 04 minutes East a distance of 198 feet; thence South 85 degrees 56 minutes West a distance of 320 feet; thence North 4 degrees 04 minutes West a distance of 16.68 feet to the point of beginning;

Have caused the same to be surveyed and platted as TROTT BROOK ADDITION and do hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown by this plat. Also dedicating to the County of Anoka the right of access onto County State Aid Highway No. 5 as shown on this plat.

In witness whereof said Trott Brook Hall, a Minnesota Religious Corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 2017

_____, as _____

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2017 by _____, as _____ of Trott Brook Hall, a Minnesota Religious Corporation, on behalf of the corporation.

Notary Public, _____ County, Minnesota
My Commission Expires _____

In witness whereof said Ronald E. Hunt and Judith A. Hunt, husband and wife, have caused these presents to be signed this _____ day of _____, 2017.

Ronald E. Hunt Judith A. Hunt

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2017 by Ronald E. Hunt.

Notary Public, _____ County, Minnesota
My Commission Expires _____

I Jason E. Rud do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 2017

Jason E. Rud, Licensed Land Surveyor
Minnesota License No. 41578

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 2017 by Jason E. Rud.

Notary Public, _____ County, Minnesota
My Commission Expires _____

City Council, City of Ramsey, Minnesota

This plat of TROTT BROOK ADDITION was approved and accepted by the City Council of the City of Ramsey, Minnesota at a regular meeting thereof held this _____ day of _____, 2017, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Ramsey, Minnesota

By _____ Mayor
By _____ Clerk

County Surveyor

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 2017.

Larry D. Holm
Anoka County Surveyor

County Auditor/Treasurer

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 2017

Property Tax Administrator

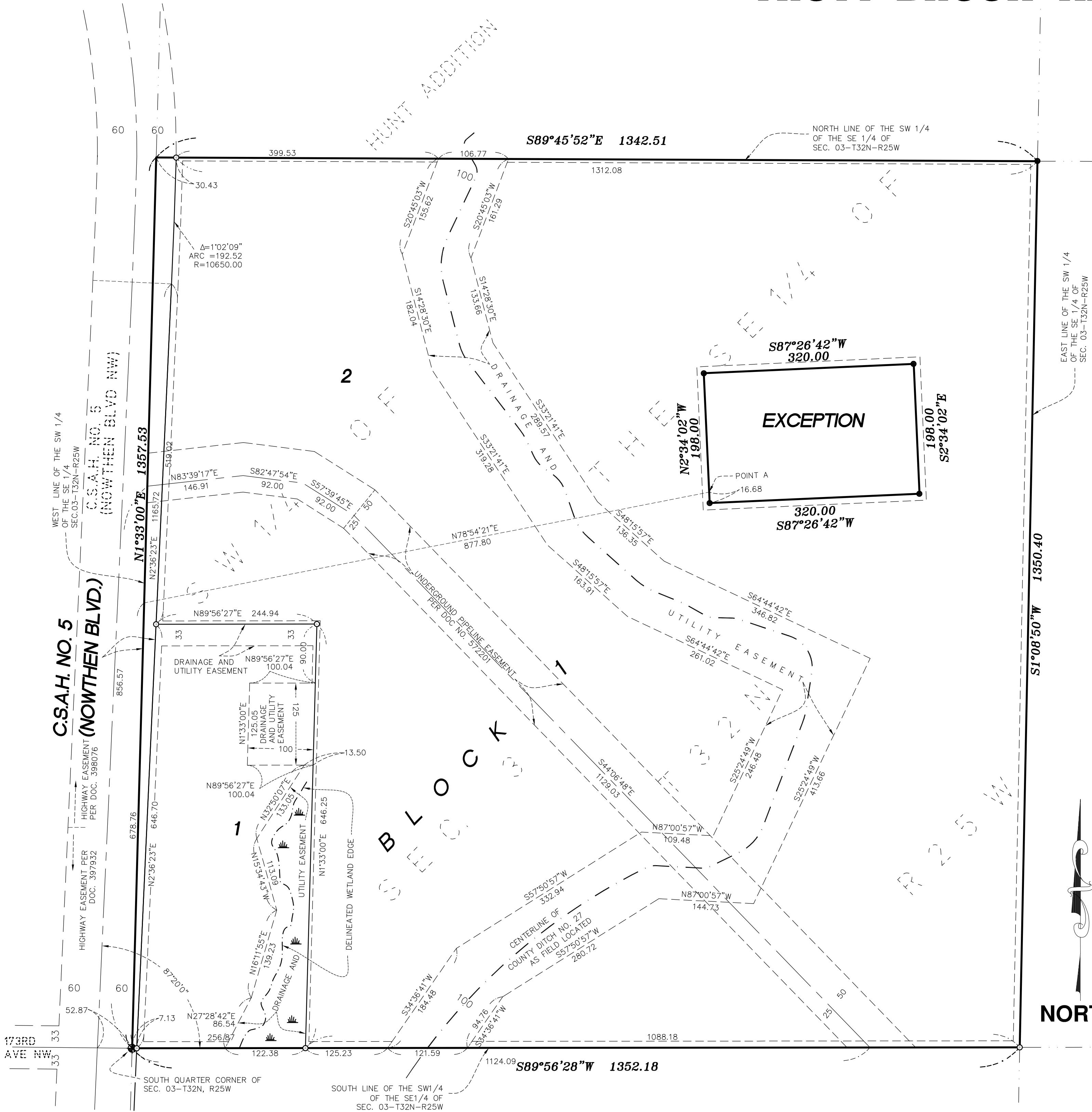
By _____, Deputy

County Recorder/Registrar of Titles
County of Anoka, State of Minnesota

I hereby certify that this plat of TROTT BROOK ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____, 2017 at _____ o'clock _____ M. and was duly recorded in Book _____ Page _____, as Document Number _____

County Recorder/Registrar of Titles

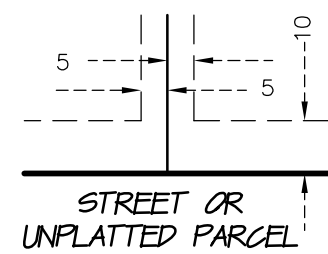
By _____, Deputy



LEGEND

- DENOTES 1/2 INCH IRON MONUMENT FOUND UNLESS OTHERWISE NOTED
- DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET, MARKED RLS# 41578
- - - DENOTES ANOKA COUNTY CAST IRON MONUMENT
- - - DENOTES WETLAND EDGE, DELINEATED BY JACOBSON ENVIRONMENTAL

DRAINAGE AND UTILITY EASEMENTS
ARE SHOWN AS THUS:



BEING 5 FEET IN WIDTH ADJOINING
SIDE AND REAR LOT LINES AND
10 FEET IN WIDTH ADJOINING
ROADWAY LINES AND UNPLATTED
PARCELS UNLESS OTHERWISE
SHOWN ON THIS PLAT

FOR THE PURPOSES OF THIS PLAT THE SOUTH LINE
OF THE SOUTHWEST QUARTER OF THE SOUTHEAST
QUARTER OF SECTION 3, TOWNSHIP 32 NORTH, RANGE
25 WEST, IS ASSUMED TO HAVE A BEARING OF SOUTH
89 DEGREES 56 MINUTES 28 SECONDS WEST.



(SCALE IN FEET)
1 inch = 100 feet

**CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR TROTT BROOK
ADDITION AND BUILDING EXPANSION**

This Agreement (hereinafter the “Agreement”) is dated as of this __ day of ____, 2017 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”) and **TROTT BROOK HALL**, a Minnesota non-profit corporation (the “**PERMITTEE**”).

WHEREAS, the **PERMITTEE** is the owner of land legally described on the attached Exhibit A (the “Subject Property”).

WHEREAS, the **PERMITTEE** has received approval from the **CITY** to expand their existing facility at 17301 Nowthen Blvd NW.

THEREFORE, THE **CITY** AND THE **PERMITTEE** AGREE AS FOLLOWS:

1. Conditions of Approval. The **CITY** has approved the Plat subject to satisfaction of the following conditions subsequent:
 - a. The **PERMITTEE’S** Execution of this Agreement. That the **PERMITTEE** enter into this Agreement.
 - b. Proof of Authority. That the **PERMITTEE** provide proof that the respective governing boards of the **PERMITTEE** have authorized the **PERMITTEE’S** execution of this Agreement. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of each entity which grants such authority.
2. The Plans. The term “Plans” as used in this Agreement means the Final Plat Plans prepared by Plowe Engineering, Inc., dated March 9, 2017, revised May 22, 2017, revised _____ and E. G. Rud & Sons, Inc., dated May 31, 2017, revised June 27, 2017. The Plans remain subject to: (a) **CITY** Staff’s review and approval of the Plans to, among other things, confirm that the revisions requested in the **CITY** Staff’s review letter have been made; and (b) such further revisions as the **PERMITTEE** may propose and the **CITY** approves. The Plans shall not be attached to this Agreement, but are in the **CITY’S** files. The Plan set includes the following sheets.
 - C1: Civil Title Sheet
 - C2: Civil Site Plan
 - C3: Grading and Drainage Plan
 - C4: Details
 - C4.2: Details
 - C4.3: Turn Lane Detail
 - C4.4: Turn Lane X-Sections
 - C5.1: Stormwater Pollution Prevention Plan

C5.2: Stormwater Pollution Prevention Plan
L1: Landscape Plan

3. Required Improvements. The improvements the **PERMITTEE** will construct or install are as follows:
 - a. Parking lot with continuous concrete curb and gutter.
 - b. Stormwater ponding.
 - c. Stormwater piping.
 - d. Turn lanes.
 - e. Landscaping.

(the “Required Improvements”).

The **PERMITTEE** agrees to construct the Required Improvements according to the terms and conditions of this Agreement and in accordance with the Plans and the City Code. The **PERMITTEE** shall provide the **CITY** with a set of reproducible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Required Improvements and acceptance by the **CITY**. The **CITY** will not release in its entirety the Required Improvement Financial Guarantee noted in paragraph #4 below until such as-built plans are received by the **CITY**. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Required Improvements.

4. Required Improvement Financial Guarantee. The **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Required Improvements and their timely completion. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of One Hundred Eight Nine Thousand Eight Hundred Seven Dollars and No Cents (**\$189,807.00**), which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I Improvements ($\$151,846 \times 1.25$). Upon completion of Required Improvements (including the removal of “temporary” erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, the **PERMITTEE** may request a reduction in the amount of the financial guarantee.
5. Inspection Fees for the Stage I Improvements. The **PERMITTEE** shall provide an inspection fee to the **CITY** to inspect the Required Improvements. The **PERMITTEE** shall be responsible for an inspection fee in the amount of Seven Thousand Five Hundred Ninety Two Dollars and No Cents (**\$7,592.00**), which amount is 5% of the City Engineer’s estimated cost of the Required Improvements ($\$151,846 \times .05$). The inspection fee must be in the form of a cash escrow. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon completion of the Required Improvements, acceptance by the **CITY**.
6. Installation of the Required Improvements. The **PERMITTEE** shall obtain all necessary permits from all governmental agencies before commencing construction

of the Stage I Improvements. The **PERMITTEE** must provide the **CITY** with copies of all necessary permits from other governmental agencies prior to or when the **PERMITTEE** applies for a building permit to construct improvements on a lot within the Plat. Within thirty (30) days after the completion of the Required Improvements, the **PERMITTEE** shall provide the **CITY** with a complete set of reproducible “As Built” plans for the Stage I Improvements.

7. Maintenance Guarantee for Landscaping. The **PERMITTEE** shall provide a maintenance guarantee to ensure the survival of the plantings. Said maintenance guarantee shall consist of cash or a Letter of Credit, approved as to form by the City, in the amount of Nine Hundred Sixty Seven Dollars **(\$967.00)** [required plantings (7 trees; 15 shrubs) x cost/planting (\$300/tree, \$75/shrub x 30% average non-survival rate)], which shall be in effect for a two-year period commencing on the date of the **CITY’S** acceptance of said plantings as part of the Required Improvements.

At the end of the two-year period, the maintenance guarantee shall be returned to the **PERMITTEE**. The determination that all plantings that have been planted in accordance with the Subject Property have either survived or have been replaced shall be made by the Community Development Department. In the event the **PERMITTEE** fails to maintain the required plantings for a two-year period, the City Council may order the replacement of plantings with City day labor and/or by letting contracts and draw upon the escrow for payment. Only the City Council shall have the authority to direct replacement of the plantings and withdraw from the escrow account. The **PERMITTEE** hereby grants permission and a license to the City and/or its contractors and assigns to enter upon the Site for the purpose of replacing plantings in the event of the **PERMITTEE’S** default.

8. Time of Performance for the Required Improvements. The **PERMITTEE** must complete the Required Improvements within one (1) year after the issuance of a Building Permit.
9. Warranty for Required Improvements. The **PERMITTEE** shall provide a one year warranty in the amount of 25% of the cost of the Required Improvements. Said warranty shall be in force for one year following the final acceptance of any required improvements and shall guarantee satisfactory performance of said improvements. The warranty must be in the form of cash or a Letter of Credit in a form acceptable to the **CITY’S** Finance Director or a cash escrow.
10. Street Cleaning and Clean Up. After the street surfacing that is a part of the Stage I Improvements is installed, the **PERMITTEE** shall clear any soil, earth, or debris from the streets. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the Stage I Improvements. It shall be the **PERMITTEE’S** responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.

11. Requirements for Building and Occupancy Permits.

- a. No building permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the **CITY** Building Official with a Certificate of Survey; c.) the financial guaranty described in Section 6 to the **CITY**; d.) obtained all necessary permits from the Lower Rum River Watershed Management Organization and the Anoka County Soil Conservation District and has provided a copy of each such permit to the **CITY**; and
- b. No occupancy permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water facilities this Contract requires to serve the lot and such utilities and storm water facilities are in place, and operational and the **CITY** has accepted those utilities and storm water facilities; (c) for lots that have a slope of less than 2%, provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on the lot is 1% or greater; and (d) installed and planted the sod and landscaping that are required as a part of the Stage I Improvements.

12. **PERMITTEE Defaults.** If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE'S** obligations under this Contract, i) the **CITY** gives the **PERMITTEE** thirty (30) days written notice of the default and ii) the **PERMITTEE** fails to cure the default within said thirty (30), then the **CITY** may pursue any and all remedies available at law or in equity including, but not limited to, the following:

- a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **PERMITTEE'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **PERMITTEE'S** default creates an immediate risk to public health or safety, the **CITY** may perform or engage one or more third parties to perform the work before the **CITY** provides the notice described in the initial paragraph of this Section, but the **CITY** must use commercially reasonable efforts to notify the **PERMITTEE** as promptly as possible that the **CITY** is undertaking to perform the **PERMITTEE'S** obligation or obligations. If the **CITY** performs one or more obligations of the **PERMITTEE**, the **PERMITTEE** must reimburse the **CITY** for any costs or expenses the **CITY** incurs, including costs and expenses for **CITY** staff time, to perform the work within 30 days after the **CITY** notifies the **PERMITTEE**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **PERMITTEE** does not reimburse the **CITY** within said 30 day period, the **CITY** may pursue any remedies available to the **CITY** either at law or in

equity or, in the alternative, the **CITY** may draw on the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to this Agreement to reimburse itself for the expenses the **CITY** incurs to perform the work. This Agreement is a license for the **CITY** to act, and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the **PERMITTEE** Property. As an alternative to seeking recovery from the **PERMITTEE** or the financial guaranty, the **CITY** may levy special assessments against the **PERMITTEE** Property in accordance with Minnesota Statutes Section 429, and the **PERMITTEE**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **PERMITTEE** may have to such special assessments;

- b. The **CITY** may commence an action in Anoka County District Court to pursue any remedy available to the **CITY** at law or in equity including, but not limited to, injunctive relief;
- c. The **CITY** may refuse to grant building permits for improvements to be constructed on any lots within the Plat until the **PERMITTEE** has cured all of its defaults; and
- d. The **CITY** may draw upon all or any portion of the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to Section 6 and (i) use all or any portion of the proceeds from the financial guaranty to reimburse the **CITY** pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the **CITY** obtains against the **PERMITTEE** pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the **CITY** pursuant to Section 19 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this Section 18(d).

13. Miscellaneous.

- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- b. Written Amendments Only. The action or inaction of the **CITY** or the **PERMITTEE** shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the **CITY**

Council. The **CITY'S** or the **PERMITTEE'S** failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

- c. Compliance with Laws and Regulations. The **PERMITTEE** represents to the **CITY** that the Plat complies with all **CITY**, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Plat does not comply, the **CITY** may, at its option, refuse to allow any construction or development work in the Plat until the **PERMITTEE** does comply. Upon the **CITY'S** demand **PERMITTEE** shall cease work until there is compliance.
- d. Boulevard and Wetland Restoration. The **PERMITTEE** shall be responsible for the cost of establishing seed in all boulevards within thirty (30) days of the completion of the street improvements, and restoring all other areas disturbed by the development grading operation in accordance with the approved Grading and Erosion Control plan. The **PERMITTEE** shall be responsible for the cost of cleaning any soil, earth, or debris from the wetlands within and adjacent to this Plat resulting from grading performed in the development of the Plat.
- e. Construction, Hours and Entrance Signs. The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 10:00 p.m. The **PERMITTEE** is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.
- f. Construction Site Maintenance. The **PERMITTEE** shall adhere to all of the **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. The **CITY** reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.
- g. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Stage I and Stage II Improvements, unless qualified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.

- h. Approval Expenses. The **PERMITTEE** agrees that it will pay to **CITY** all **CITY** expenses incurred in the approval of the project, including, but not limited to, administration expenses, engineering and legal fees. Said expenses incurred after recording of the Final Plat shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY'S** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this Agreement for payment.
- i. Reimbursement to the CITY. The **PERMITTEE** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.
- j. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Agreement shall be defined as a document issued by the **CITY'S** Building Official, which authorizes the structure to be used for its intended purposes.
- k. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

TO PERMITTEE:

Trott Brook Hall
Attn: Phil Johnson
17301 Nowthen Blvd NW
Ramsey, MN 55303

TO THE CITY:

City of Ramsey
Attn: Community Development Director
7550 Sunwood Drive NW
Ramsey, MN 55303

- 14. Payment of Development Fee's. The **DEVELOPER** must pay to the **CITY** the fees described on Exhibit B which may include, but are not limited to, Park Land Dedication Fees, Trail Development Fees, and Stormwater Management Fees.

[The remainder of this page is intentionally left blank.]

THE PERMITTEE:

TROTT BROOK HALL

By: _____

Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
by _____, the _____ of Trott Brook Hall, a Minnesota non-
profit corporation, under the laws of the State of Minnesota on behalf of the company.

Notary Public

THE CITY:

CITY OF RAMSEY

By: _____
Its: Mayor

By: _____
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this _____ day of _____ 2017, by Sarah Strommen and Kurtis G. Ulrich, the Mayor and the City Administrator of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.

Notary Public

This document drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

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

EXHIBIT A

Legal Description of the Subject Property

Lot 1, Block 1, TROTT BROOK ADDITION

EXHIBIT B

Fees Payable to the City

1. Park Dedication. The **PERMITTEE** is responsible for satisfying applicable Park Dedication requirements. The 2017 Park Dedication Fee applicable to the Plat is \$5,000 per acre. **PERMITTEE** must pay a Park Dedication Fee of Twelve Thousand Four Hundred Fifty Dollars and No Cents ($\$5,000 \times 2.49 \text{ acres} = \mathbf{\$12,450.00}$). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
2. Trail Development Fees. The **PERMITTEE** is responsible for satisfying applicable Trail Development Fee requirements. The 2017 Trail Development Fee applicable to the Plat is \$1,200 per acre. **PERMITTEE** must pay a Trail Development Fee of Two Thousand Nine Hundred Eighty Eight Dollars and No Cents ($\$1,200 \times 2.49 \text{ acres} = \mathbf{\$2,988.00}$). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
3. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying applicable Stormwater Trunk Fee requirements. The 2017 Stormwater Management Fee is \$4,714 per acre. **PERMITTEE** must pay a Stormwater Management Fee of Eleven Thousand Seven Hundred Thirty Seven Dollars and No Cents ($\$4,714 \times 2.49 \text{ acres} = \mathbf{\$11,738.00}$). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

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

RESOLUTION # 17-07-164

RESOLUTION APPROVING A REVISED FINAL PLAT AND AMENDED DEVELOPMENT AGREEMENT FOR TROTT BROOK ADDITION

WHEREAS, Trott Brook Hall, hereafter referred to as “Developer”, properly applied for Final Plat approval of the following described property located in the City of Ramsey:

That part of the Southwest Quarter of the Southeast Quarter of Section 3, Township 32, Range 25, Described as follows: Beginning at the southwest corner of said Quarter Quarter, thence north along west line thereof 346.5 feet, thence east parallel with south line of said Quarter Quarter, 132 feet, thence south parallel with west line thereof to said south line, thence west along said south line 132 feet to point of beginning, except north 10 feet thereof, except road subject to easement of record, Anoka County, Minnesota

-and-

The Southwest Quarter of Southeast Quarter of Section 3, Township 32, Range 25, except that part described as follows: Commencing at southwest corner of said Quarter Quarter, thence north along west line thereof 346.5 feet to point “A”, thence continue north along said west line 86 feet, thence east parallel with south line of said Quarter Quarter 162 feet, thence south parallel with said west line 86 feet, thence west parallel with said south line to a point on a line drawn easterly from said point “A” and 132 feet east of said west line, thence south parallel with said west line to said south line, thence west along said south line 132 feet to point of beginning, also except that part described as follows: commencing at southwest corner of said Quarter Quarter, thence north assumed bearing along west line thereof 678.76 feet, thence north 77 degrees 26 minutes east 877.80 feet to point of beginning, thence north 4 degrees 04 minutes west 181.32 feet, thence north 85 degrees 56 minutes east 320 feet, thence south 4 degrees 04 minutes east 198 feet, thence south 85 degrees 56 minutes west 320 feet, thence north 4 degrees 04 minutes west 16.68 feet to point of beginning, except road subject to easement of record, Anoka County, Minnesota

-and-

That part of Southwest Quarter of Southeast Quarter of Section 3, Township 32, Range 25, described as follows: Beginning at a point on west line of said Quarter Quarter, 336.50 feet north of Southwest Corner thereof, thence northerly along said west line 86 feet, thence east parallel with south line of said Quarter Quarter, 162 feet, thence south parallel with said west line 86 feet, thence westerly parallel with said south line to point of beginning, except road, subject to easement of record, Anoka County, Minnesota

-Or upon recording-

Lots 1-2, Block 1, Trott Brook Addition

(the 'Subject Property');

WHEREAS, the City of Ramsey received an application for a Conditional Use Permit, Site Plan, Sketch Plan and Final Plat for Trott Brook Addition from the Developer on April 6, 2017; and

WHEREAS, the Planning Commission reviewed the sketch plan on May 4, 2017; and;

WHEREAS, on May 4, 2017, the Ramsey Planning Commission conducted a public hearing regarding the Conditional Use Permit and reviewed the Site Plan and Minor Plat as well; and

WHEREAS, the City Council approved the Conditional Use Permit, Site Plan and Final Plat of Trott Brook Addition June 13, 2017; and

WHEREAS, on June 28, 2017, the City of Ramsey received a revised Final Plat.

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 grants approval of a revised final plat for Trott Brook Addition and an amended Development Agreement in accordance with relevant City Codes, subject to the following conditions:
 - a) Compliance with City Staff Review Letter dated June 9, 2017.
 - b) The Developer entering into a Development Agreement with the City.
 - c) Revised Final Plat and amended Development Agreement subject to review and approval as to legal form by the City Attorney.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of July, 2017.

Mayor

ATTEST:

City Clerk

Meeting Date: 07/11/2017

By: Bruce Westby, Engineering/Public
Works

Information

Title

Adopt Resolution #17-07-167 Authorizing Execution of Cooperative Construction Agreement #1002020 for Improvement Project #16-20, Riverdale Drive Extension - Traprock Street to Ramsey Boulevard

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #17-07-167 authorizing execution of Cooperative Construction Agreement #1002020 for Improvement Project #16-20, Riverdale Drive Extension - Traprock Street to Ramsey Boulevard, as requested by the Minnesota Department of Transportation (MnDOT).

Background:

Cooperative Construction Agreement #1002020 is an agreement between the City of Ramsey and the State of Minnesota that will allow the State to provide payment to the City of Ramsey for the State's share of the costs for extending Riverdale Drive from 300 feet west of Traprock Street to 200 feet east of Ramsey Boulevard, and for closing all access TH 10 at Traprock Street.

After the City adopts Resolution #17-07-167 and signs the draft agreements provided by MnDOT, the draft agreements and a copy of the resolution will be submitted to MnDOT for execution. One executed copy of the agreement will be returned to the City.

Attached to this case are copies of the supporting resolution, agreement, and transmittal letter.

Notification:

Notifications are not required for this case.

Observations/Alternatives:

Observations:

The attached agreement must be executed before a Contract for construction can be awarded by the City. MnDOT therefore requests that the City adopt Resolution #17-07-167, then sign and return the draft agreements with a copy of the adopted resolution for execution as soon as possible.

On July 25, 2017, Staff anticipates requesting Council to accept bids and award a Contract for construction of Improvement Project #16-20. Construction could then begin in early to mid-August, allowing substantial project completion by mid-October.

Alternatives:

Alternative #1 – Motion to adopt Resolution #17-07-167 authorizing execution of Cooperative Construction Agreement #1002020 for Improvement Project #16-20, Riverdale Drive Extension - Traprock Street to Ramsey Boulevard.

Alternative #2 – Motion denying adoption of Resolution #17-07-167 at this time.

Funding Source:

No additional funding is required. If the attached agreement is not executed, the State cannot pay the City for the State's share of the project costs.

Recommendation:

Staff and the City Attorney reviewed the attached agreement and recommend approving alternative #1.

Though the City Attorney did have several comments they were relatively minor and should not delay execution of the attached agreement. Staff did forward the comments along to MnDOT for consideration when drafting future agreements.

Action:

Adopt Resolution #17-07-167 authorizing execution of Cooperative Construction Agreement #1002020 for Improvement Project #16-20, Riverdale Drive Extension - Traprock Street to Ramsey Boulevard.

Attachments

Resolution 1707167

Transmittal Letter

Coop Constr Agrmnt #1002020

Form Review

Inbox

Joe Langel

Kurt Ulrich

Form Started By: Bruce Westby

Final Approval Date: 07/06/2017

Reviewed By

Joe Langel

Kurt Ulrich

Date

07/06/2017 04:04 PM

07/06/2017 04:25 PM

Started On: 06/30/2017 07:30 AM

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

RESOLUTION #17-07-167

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF COOPERATIVE
CONSTRUCTION AGREEMENT 1002020 FOR RIVERDALE DRIVE EXTENSION
FROM TRAPROCK STREET TO RAMSEY BOULEVARD
IMPROVEMENT PROJECT #16-20**

WHEREAS, to provide for payment by the State to the City of the State's share of the costs of the grading and bituminous surfacing construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 10 on Riverdale Drive Northwest from 300 feet west of Traprock Street Northwest to 200 feet east of Ramsey Boulevard Northwest within the corporate City limits under State Aid Project No. 199-115-003 and State Project No. 0202-101 (T.H. 10=003).

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

The Mayor and City Administrator are hereby authorized and directed to execute Mn/DOT Cooperative Construction Agreement #1002020 and any amendments to the Agreement on behalf of the City of Ramsey.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of July, 2017.

Mayor

ATTEST:

City Clerk

June 23, 2017

Mr. Bruce Westby
City Engineer
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Re: Proposed Cooperative Construction Agreement No. 1002020
Between the City of Ramsey and the State of Minnesota
SP 0202-101 (TH 10=003)
TH 13 frontage road between Traprock St and Ramsey Blvd in the City of Ramsey
State construction cost for TH 10 construction

Dear Mr. Westby,

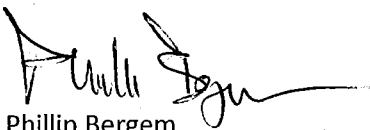
Transmitted herewith in duplicate is a proposed agreement with the City of Ramsey. This agreement provides for payment to the City of the State's share of construction costs for the grading and bituminous surfacing construction performed along TH 10 within the corporate City limits.

Kindly present this agreement to the City Council for their approval and execution, which includes original signatures of the City Council authorized City officers, on the two copies of the agreement. Also required are two original copies of a resolution passed by the City Council authorizing its officers to sign the agreement in its behalf. A suggested form of such resolution is enclosed.

Please return the two original signed copies of the agreement and resolution to me, once they have been executed by the City. A copy will be returned to the City when fully executed.

Please contact me if you have any questions or additional comments by telephone at 651-234-7776 or by e-mail at phillip.bergem@state.mn.us.

Sincerely,



Phillip Bergem
Cooperative Agreements Engineer
Metro State Aid

Enclosures: Agreement & Resolution (2 copies each)

cc: Maryanne Kelly-Sonnek, MnDOT-Municipal Agreements *
Dana Myers, MnDOT-Municipal Agreements *
Mark Nelson, MnDOT-Metro Program Delivery *

Bruce Westby
June 23, 2017
Page 2

Paul Jung, MnDOT-Metro Program Delivery *
Gayle Gedstad, MnDOT-Metro Traffic Engineering *
Kevin Kielb, Bolton-Menk*
Project File

* Electronic copy only (hard copies available upon request)

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF RAMSEY
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>0202-101</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>10=003</u>	<u>\$584,280.00</u>
State Aid Number (S.A.P.):	<u>199-115-003</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Ramsey acting through its City Council ("City").

Recitals

1. The City will perform grading, bituminous surfacing, and water main construction and other associated construction upon, along and adjacent to Trunk Highway No. 10 on Riverdale Drive Northwest from 300 feet west of Traprock Street Northwest to 200 feet east of Ramsey Boulevard Northwest according to City-prepared plans, specifications and special provisions designated by the City and by the State as State Aid Project No. 199-115-003 and State Project No. 0202-101 (T.H. 10=003) ("Project"); and
2. The City requests the State participate in the costs of the grading and bituminous surfacing construction and the State is willing to participate in the costs of said construction and associated construction engineering as a lump sum amount; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 9. Liability; Worker Compensation Claims; Insurance; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure.
- 1.4. **Plans, Specifications, Special Provisions.** State-approved City plans, specifications and special provisions designated by the City and by the State as State Aid Project No. 199-115-003 and State Project No. 0202-101 (T.H. 10=003) on file in the office of the City's Engineer and incorporated into this Agreement by reference ("Project Plans").

2. Right-of-Way Use

- 2.1. **Limited Right to Occupy.** The State grants to the City (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with the

State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.

- 2.2. **State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may direct the City (and its contractor) to take such remedial measures as the State deems necessary. The State may require the City (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. The State will have no liability to the City (or its contractors or consultants) for exercising its rights under this provision.
- 2.3. **Traffic Control; Worker Safety.** While the City (and its contractors and consultants) are occupying the State Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. **State Ownership of Improvements.** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.

3. Contract Award and Construction

- 3.1. **Bids and Award.** The City will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.
- 3.2. **Bid Documents Furnished by the City.** The City will, within 7 days of opening bids for the construction contract, submit to the State's State Aid Agreements Engineer a copy of the low bid and an abstract of all bids together with the City's request for concurrence by the State in the award of the construction contract. The City will not award the construction contract until the State advises the City in writing of its concurrence.
- 3.3. **Rejection of Bids.** The City may reject and the State may require the City to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the City will repeat the bidding process in a reasonable period of time, without cost or expense to the State.
- 3.4. **Direction, Supervision and Inspection of Construction.**
 - A. The contract construction will be under the direction of the City and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The City will give the

State Aid Agreements Engineer at Roseville five days notice of its intention to start the contract construction.

- B. Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".

- 3.5. **Completion of Construction.** The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.
- 3.6. **Plan Changes.** All changes in the Project Plans and all addenda, change orders, supplemental agreements and work orders entered into by the City and its contractor for contract construction must be approved in writing by the State District Engineer's authorized representative.
- 3.7. **Compliance with Laws, Ordinances, Regulations.** The City will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.
- 3.8. **Construction Documents Furnished by the City.** The City will keep records and accounts that enable it to provide the State, when requested, with the following:
 - A. Copies of the City contractor's invoice(s) covering all contract construction.
 - B. Copies of the endorsed and canceled City warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate City official that final construction contract payment has been made.
 - C. Copies of all construction contract change orders, supplemental agreements and work orders.
 - D. A certification form, provided by the State, signed by the City's Engineer in charge of the contract construction attesting to the following:
 - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
 - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".
 - iii. Full payment by the City to its contractor for all contract construction.
 - E. Copies, certified by the City's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
 - F. A copy of the "as built" plan sent to the State Aid Agreements Engineer.

4. Right-of-Way; Easements; Permits

- 4.1. The City will obtain all rights-of-way, easements, construction permits and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the City will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits and other permits and sanctions required for State participation construction covered under this Agreement.
- 4.2. The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.

- 4.3. The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings and depiction of utilities affected by the contract construction.

5. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- 5.1. **Roadways.** Maintenance of Traprock Street Northwest and Riverdale Drive Northwest. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing and seal coating and any other maintenance activities according to accepted City maintenance practices.
- 5.2. **Municipal Utilities.** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 5.3. **Shared Use Paths.** Maintenance of any shared use paths construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the bikeways and shared use paths in a safe and usable condition.
- 5.4. **Additional Drainage.** Neither party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics Unit at Roseville and is incorporated into this Agreement by reference.

6. State Cost and Payment by the State

- 6.1. **State Cost.** \$584,280.00 is the State's full and complete lump sum cost for grading and bituminous surfacing construction and associated construction engineering.
- 6.2. **Conditions of Payment.** The State will pay the City the full and complete lump sum amount or the total cost of the contract construction as shown in the awarded contract bid document plus an 8 percent construction engineering cost share, whichever amount is smaller, after the following conditions have been met:
- A. Encumbrance by the State of the State's full and complete State funded lump sum cost share.
 - B. Approval by the State's Land Management Director at St. Paul of certified documentation, submitted by the City, for all right-of-way and easement acquisitions required for the contract construction.
 - C. Execution of this Agreement and transmittal to the City, including a letter advising of the State's concurrence in the award of the construction contract.
 - D. The State's receipt of a written request from the City for the advancement of funds. The request will include certification by the City that all necessary parties have executed the construction contract.
- 6.3. **Limitations of State Payment; No State Payment to Contractor.** The State's participation in the contract construction is limited to the lump sum amount shown in Article 6.1, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the City. The City's contractor is not intended to be and will not be deemed to be a third party beneficiary of this Agreement. The City's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the City by the City's contractor.

7. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

7.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
E-Mail: maryanne.kellysonnek@state.mn.us

7.2. The City's Authorized Representative will be:

Name/Title: Bruce Westby, City Engineer (or successor)
Address: 7550 Sunwood Drive NW, Ramsey, MN 55303
Telephone: (763) 433-9825
E-Mail: bwestby@cityoframsey.com

8. Assignment; Amendments; Waiver; Contract Complete

- 8.1. Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 8.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 8.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

9. Liability; Worker Compensation Claims; Insurance

- 9.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorney's fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
- 9.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 9.3.** The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

10. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

11. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

12. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

13. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

14.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

14.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

14.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

15. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____



Date: _____

6-23-17

SWIFT Purchase Order: 3000357252

CITY OF RAMSEY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____

(District Engineer)

Date: _____

Approved:

By: _____

(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CITY OF RAMSEY

RESOLUTION

IT IS RESOLVED that the City of Ramsey enter into MnDOT Agreement No. 1002020 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the grading and bituminous surfacing construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 10 on Riverdale Drive Northwest from 300 feet west of Traprock Street NW to 200 feet east of Ramsey Boulevard Northwest within the corporate City limits under State Aid Project No. 199-115-003 and State Project No. 0202-101 (T.H. 10=003).

IT IS FURTHER RESOLVED that the Mayor and the _____ are
(Title)
authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Ramsey at an authorized meeting held on the _____ day of _____, 2017, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2017
Notary Public _____
My Commission Expires _____
NOTARY STAMP

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)

Meeting Date: 07/11/2017

By: Chris Anderson, Community
Development

Information

Title

Adopt Resolution #17-07-171 Approving an Encroachment Agreement for a Deck to be Partially Located within a Drainage and Utility Easement at 7042 167th Crossing NW; Case of Holly and Cory Steinbach

Purpose/Background:

The City recently received a Building Permit Application for a deck to be constructed at 7042 167th Crossing NW (the "Subject Property"). There is only about five (5) feet between the rear wall of the home and a drainage and utility easement (the "Easement"). Based on the proximity of the home to the Easement, there are not really any viable alternatives for a deck that would not result in an encroachment.

Notification:

Notification is not required when considering an Encroachment Agreement.

Observations/Alternatives:

The proposed deck is twelve (12) feet in depth and twenty (20) feet wide, with a four (4) foot wide stairway down to the ground. While a portion of the deck and stairway encroach into the Easement, it would not have any impact on drainage and there are no public utilities such as storm sewer, sanitary sewer, or municipal water infrastructure within the Easement either. The Engineering Department has reviewed this request and has no objection to the Encroachment Agreement.

Funding Source:

All costs associated with this request are the Applicant's responsibility.

Recommendation:

Staff recommends approving the Encroachment Agreement to allow a deck to be partially located within the Easement on the Subject Property.

Action:

Motion to adopt Resolution #17-07-171 approving an Encroachment Agreement between the City and Property Owner for a deck to partially encroach into the Easement on the Subject Property.

Attachments

Site Location Map

Site Plan

Encroachment Agreement

Resolution #17-07-171

Form Review

Inbox

Tim Gladhill

Reviewed By

Jo Thieling

Date

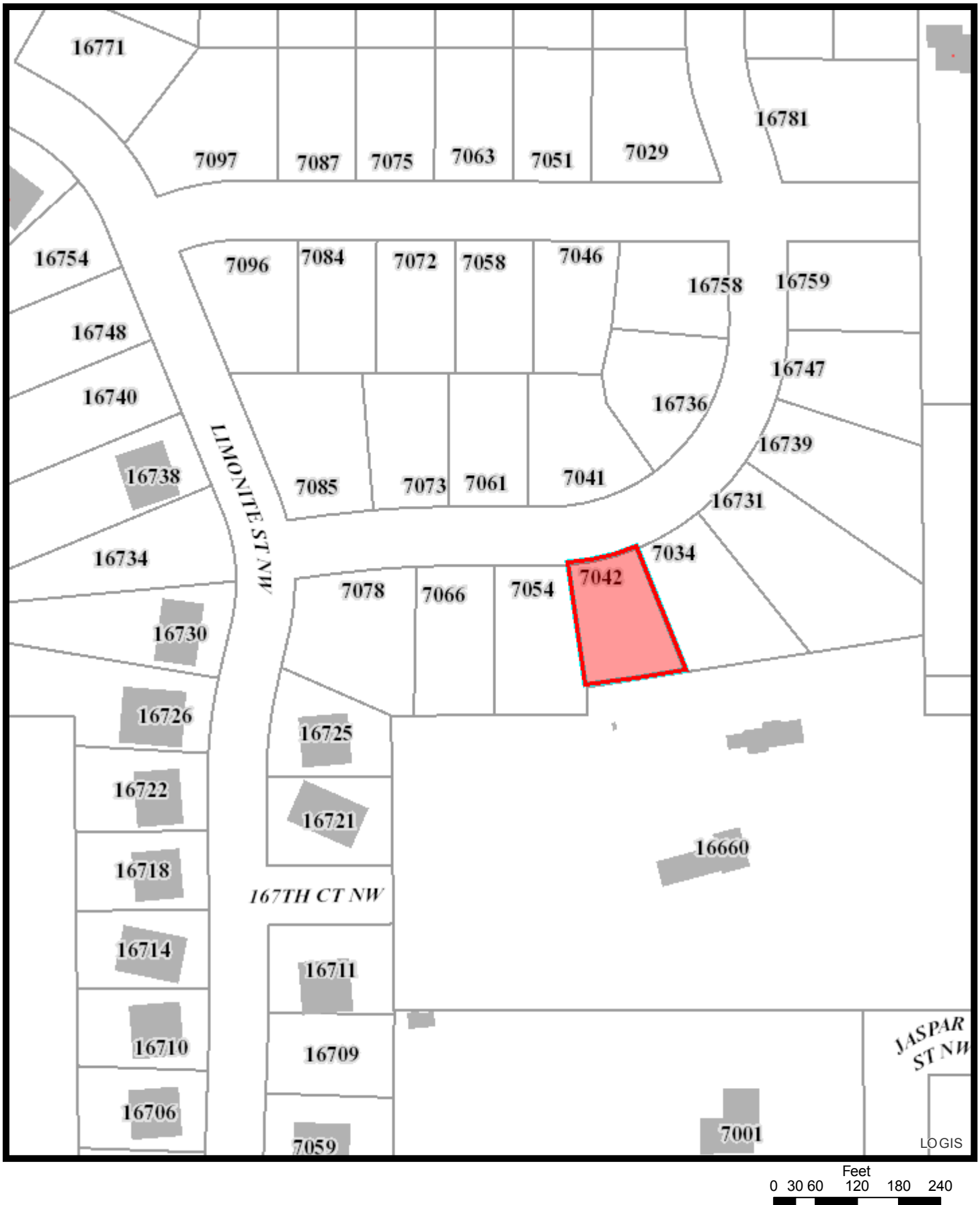
07/06/2017 04:43 PM

Kurt Ulrich
Form Started By: Chris Anderson
Final Approval Date: 07/06/2017

Kurt Ulrich

07/06/2017 04:46 PM
Started On: 07/05/2017 05:36 PM

Site Location Map



Certificate of Survey



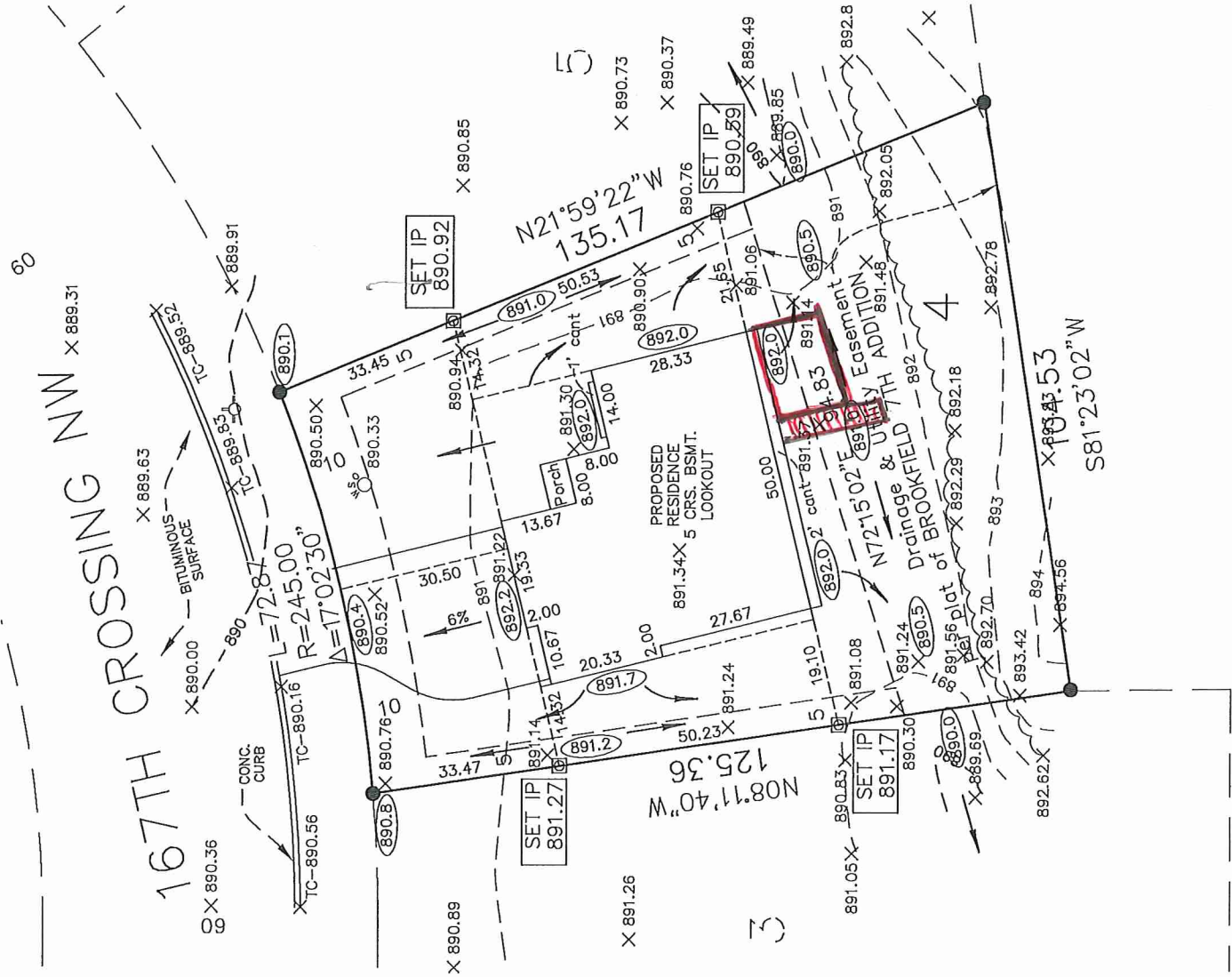
PROPOSED ELEVATIONS

Lowest Floor Elevation: 889.5

Top of Block Elevation: 892.5

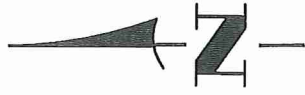
Garage Slab Elevation: 892.2

FILL: 60 YARDS ±
CUT: 105 YARDS ±



NOTES:

1. Contractor to verify all building dimensions and elevations.
2. In providing this survey no attempt has been made to obtain or show data concerning existence, size, depth, condition, capacity or location of any utility existing on the site, whether private, municipal or public owned.
3. The professional surveyor has made no investigation or independent search for easements of record, encumbrance, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
4. Square footage of lot is 11,274 sq. ft. or 0.26 acres.
5. This lot is in Section 10 Township 32 Range 25
6. Builder/Owner place retaining walls as needed.
7. House pad needs to be cleared — YES ☐ — NO ☐



1 INCH = 30 FEET



LEGEND

- = Iron monument found
- = Iron monument set and marked with license No. 18420.
- x 800.0 = Denotes existing elevation
- (800.0) = Denotes proposed elevation from grade or development plan
- 800.0 = Denotes drainage & utility easement
- > = Denotes drainage arrow
- = Denotes offset iron
- Bearings shown are assumed
- ~800.0~ = Denotes proposed contour from development or grading plan
- [800.0] = Denotes as-built elevation
- SF— = Denotes silt fence

Lot 4, Block 4 BROOKFIELD SEVENTH ADDITION

ANOKA COUNTY, MINNESOTA

Subject to easements of record, if any.

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

Charles R. Christopherson

Charles R. Christopherson, MN License No. 18420

09/13/16

Date

Job No.: 3660.400

Sep 13, 2016 - 2:02pm Michaels
K:\cad_surv\Land Desktop 2008\3660.400\dwg\3660.400_C3D.dwg



ENCROACHMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made this ____ day of _____, 2017, by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (“City”), and **Cory and Holly Steinbach**, husband and wife, and their successors and assigns (“Landowner”).

RECITALS:

WHEREAS, Landowner is the fee owner of the real property located at 7042 167th Crossing NW, Ramsey, Minnesota, and legally described as follows:

Lot 4, Block 4 Brookfield 7th Addition

(“Property”); and

WHEREAS, the City currently has Drainage and Utility Easements (“Easements”) over, under and across a portion of the Property, as dedicated to the public pursuant to the Plat known as “BROOKFIELD 7TH ADDITION” recorded in the Office of the County Recorder, Anoka County, Minnesota; and

WHEREAS, Landowner seeks permission from the City to partially encroach upon the Easements to construct a twelve foot by twenty foot (12’ x 20’) deck with a four (4) foot wide stairway (together, the “Deck”) off the rear wall of the home as shown on Exhibit “A”.

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

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

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

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

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

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

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

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

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

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

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

TO LANDOWNER: Cory and Holly Steinbach
7042 167th Crossing NW
Ramsey, MN 55303

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

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

CITY OF RAMSEY

By: _____
Sarah Strommen, Mayor

By: _____
Kurtis Ulrich, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

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

Notary Public

LANDOWNER:

By: _____
Cory Steinbach

By: _____
Holly Steinbach

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2017, by Cory and Holly Steinbach.

Notary Public

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

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

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

RESOLUTION #17-07-171

RESOLUTION APPROVING AN ENCROACHMENT AGREEMENT FOR A DECK TO BE PARTIALLY LOCATED IN A DRAINAGE AND UTILITY EASEMENT ON THE PROPERTY GENERALLY KNOWN AS 7042 167TH CROSSING NW AND DECLARING TERMS OF SAME

WHEREAS, Cory and Holly Steinbach, hereinafter referred to as the “Applicant,” have requested an Encroachment Agreement to allow a 12’ x 20’ deck (the “Deck”) to be partially located in a drainage and utility easement (the “Easement”) on the property legally described as follows:

Lot 4, Block 4 Brookfield 7th Addition

(the “Subject Property”).

WHEREAS, the Applicant applied for a Building Permit to construct the Deck on the Subject Property; and

WHEREAS, the Deck will partially encroach into the Easement; and

WHEREAS, Engineering Department has found that the Easement can still function with the encroachment of the Deck; and

WHEREAS, City Council reviewed the Encroachment Agreement request on July 11, 2017.

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

1. That, contingent upon the Applicant entering into an Encroachment Agreement with the City and recording said agreement against the Subject Property, the Applicant may construct and maintain the Deck in accordance with the terms and conditions contained within the Encroachment Agreement.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly adopted by the Ramsey City Council this the 11th day of July, 2017.

Mayor

ATTEST:

City Clerk

This document drafted by:
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

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

Meeting Date: 07/11/2017

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title:

Public Hearing: PSD LLC Business Park: Consider Establishing TIF District 16 and Approving a TIF Agreement

Purpose/Background:

PURPOSE

Consider multiple actions regarding the PSD LLC TIF Assistance Application which was accepted by the EDA and City Council in April. This request is specifically related to PSD's proposed 56,000 square foot speculative Industrial (Building #1).

(1) TIF PLAN: Consider Support of the attached Resolution #17-07-131 to Modify Development District 1, Establish TIF District 16, and adopt TIF District 16 Plan. This step does not award TIF. This step allows the City to award TIF (and provides a not-to-exceed budget number, which is higher than what the City is proposing to award to PSD).

--and--

(2) TIF AGREEMENT: Consider support of the attached Resolution #17-07-132 authorizing execution of a TIF Agreement. This is the actual TIF award for PSD LLC (\$218,000 PV @ 4.75%). This document includes all terms and conditions for this specific deal.

--and--

(3) INTER FUND LOAN: Consider support of the attached Resolution #17-07-133 which establishes an "ability" for the City to utilize an inter fund loan to pay for up front administrative/ legal costs associated with TIF District #16; and repay said inter fund loan with TIF District #16 proceeds (i.e. future PSD LLC increment).

BACKGROUND (project)

Please see PSD LLC Case #2 for detailed background information (background, maps, and renderings). Regarding this project specifically, PSD LLC plans to immediately construct a 56,000 square foot speculative industrial building. PSD LLC is proposing a high-quality, highly functional, and market relevant building; which will include: 24' clear ceilings, both drive-in garages and sub-grade docks for every tenant, and glass facades along Highway 10. The estimated total cost for PSD LLC's first building is \$5.0M.

BACKGROUND (subsidy request)

PSD LLC has asked the City for financial incentives related to this 56,000 square foot speculative building (building #1). Specifically, PSD LLC is requesting the City provide 9-years of pay-go TIF (\$218,000 PV @ 4.75%). Based on their modeling and project pro-forma, PSD LLC believes this assistance is needed, in order to make this project work. PSD has indicated there will be a multi-year tenant buildup period (i.e. there will be high vacancy rates for the first 2-3 years) which makes this project very risky. To see PSD's original request letter, please reference the April EDA case.

PSD LLC has competed and submitted a business subsidy application to staff, including a \$10,000 non-refundable

fee. Ehlers has formally underwritten PSD's request (underwriting the pro-forma, sources and uses, etc.). Ehlers has also teed-up the establishment of a new TIF district (#16), and worked with staff to draft a TIF agreement.

REMINDER: the PSD LLC request will not meet the job creation requirements outlined in the City's official business subsidy policy, due to the fact this project is a speculative building. Guaranteeing job creation on a speculative building is very challenging. The PSD LLC subsidy request will require a waiver to the City's policy, in order to be approved. A similar exception was provided to Platinum Properties, for their speculative construction building proposal, in 2016.

BACKGROUND (TIF)

More information on TIF? Please review the March EDA case, or see the following video

<https://youtu.be/U9KxGjIHFvc>.

Notification:

Both the School District and County have been notified of this action, as required by Statute.

Observations/Alternatives:

Project Benefits

- Supporting a speculative construction building puts the City of Ramsey in a very competitive position to attract new economic development projects. Often times, communities that win economic development projects are the "most-ready-to-go-now."
- The proposed building is high-quality and market relevant. It will be one of the nicest industrial buildings in Ramsey. It will be prominent on Highway 10, and will set a positive image, and create a big splash for the City's new business park.
- PSD LLC is jump-starting the City's new business park with this project. This is important, as staff commonly receives feedback from prospects interested in the new business park--that don't want to be the first-one-in. There is a fear associated with that perspective, as it is considered to be high-risk. Momentum matters in the development industry.
- The proposed funding sources for the subsidy request is a new TIF district. Meaning, this subsidy will not have a direct impact on the general tax levy and Ramsey taxpayers (the existing tax base will remain in place, only the new increment will be used).
- The proposed 56,000 sf project will create annual total property tax revenues of \$100K.
- This project will pay significant development fees, about: \$21K Park, \$6K trail, \$33K Water, \$18K Sewer, \$25K Storm.
- A 60,000 square foot commercial/ industrial building will create jobs, it's simply a matter of time, and how many jobs. Staff estimates, based on past projects in Ramsey, a 56,000 sf building will produce 25-200 jobs, depending on the end user(s).
- The City of Ramsey is seeking retail and restaurant users. Common feedback from the development community and prospects is--Ramsey needs to improve their demographics, in order attract these users. Ramsey can do that by increasing both population (rooftops) and increasing trip generation (i.e. destination users). This PSD LLC business park will help generate demographics needed by prospect retail and restaurant users (via new vehicle trip generation).

Project Considerations

- This project must be underwritten and must meet Ramsey's business subsidy policies. The PSD LLC request must be justified and must meet State Statute for Business Subsidies. PSD LLC must demonstrate that "but-for" this assistance, they cannot move forward with this project.
- The City verifies PSDs subsidy request by reviewing their project pro-forma, to determine if the developer is receiving a reasonable rate of return on their investment. If the developer is making a return greater than market (rate), staff would recommend against the subsidy. If the developer is making a return at or below market (rate), staff could support a project. Additionally, part of the underwriting process is to "verify" the numbers provided by the developer are market relevant (not inflated or understated). Please see attached Ehlers' memo for details.
- The City does not need to take on this project (i.e. provide a business subsidy). This is an elective initiative. The City could wait for the market to naturally develop the new business park. By taking on this project, we are associating the City with a speculative development. In the event the PSD LLC project isn't successful (i.e. and/or the economy takes a bad turn), it would look unfavorable for the City, and will likely result in opposition from tax payers.
- By dedicating TIF funding to this project, one could take the perspective that the City is losing the opportunity to use said funding (i.e. the incremental tax base). However, a counter to that argument is, but for this subsidy, the project would not happen at all (and that increment would not exist).

Funding Source:

New 9-year TIF District (TIF #16) and \$10,000 fee from PSD LLC.

Recommendation:

STAFF

Staff recommends moving forward with this proposed project and supports the motions outlined in this case. Staff believes this project meets several goals outlined within the City's Adopted Strategic Action Plan and EDA Workplan. Please see observations section for benefits and considerations regarding this request. Reminder: this PSD LLC business subsidy request will require the City make an exception to our business subsidy policy, related to the creation of new jobs.

EHLERS

Ehler's completed the underwriting for this project. Please see the attached Ehlers MEMO. In summary, Ehlers' findings can support moving forward with approving this request. **NOTE: attached is an updated Ehlers MEMO (as of 07/10/2017).**

EDA

The EDA reviewed this case on June 8. Little discussion occurred. The EDA was generally supportive of Ehlers' findings and staff's recommendation. The EDA felt this case was generally consistent with previous discussion/action by the EDA and City Council (April). By consensus, the EDA passed a motion to approve the attached three resolutions. Attached to this case are draft EDA minutes.

Action:

Motion to approve:

Adopt Resolution #17-07-131 to Modify Development District 1, Establish TIF District 16, and Adopt a Plan for TIF District 16; ; subject to changes by the City Attorney.

--and--

Adopt Resolution #17-07-132 Authorizing Execution of a TIF Agreement; subject to changes by the City Attorney.

--and--

Attachments

Ehlers MEMO
RES 17 07 131
RES 17 07 132
RES 17 07133
TIF Agreement
TIF Plan
EDA Minutes

Form Review

Inbox

Kurt Ulrich
Patrick Brama (Originator)
Kurt Ulrich
Patrick Brama (Originator)
Form Started By: Patrick Brama
Final Approval Date: 07/10/2017

Reviewed By

Kurt Ulrich
Patrick Brama
Kurt Ulrich
Patrick Brama

Date

07/06/2017 02:19 PM
07/06/2017 02:25 PM
07/06/2017 02:46 PM
07/10/2017 02:36 PM
Started On: 07/05/2017 03:00 PM



Memo

To: Patrick Brama, Economic Development Manager/
Assistant City Administrator

From: Jason Aarsvold, Ehlers

Date: July 10, 2017

Subject: Analysis of Request for Assistance – PSD, LLC Business Park

The City received a proposal from PSD, LLC to develop a business park on property located south of Bunker Lake Boulevard between Puma St. and Armstrong Blvd. At full build-out in its first phase, PSD anticipates a business park that includes 4 buildings of approximately 60,000 square feet each. The first 56,000 square foot building would start construction immediately as a speculative venture without a tenant in place and be completed in 2018.

Citing the high costs associated with developing the property, the higher building quality, and market risk, the developer is requesting nine (9) years of Tax Increment Financing (TIF) assistance from the City. Nine years is the maximum duration for an economic development district and we estimate the district would generate \$218,000 in present value, or \$282,000 in total value over the life of the district. This memo evaluates the need for TIF assistance based on our analysis of the developer's project budget and projections, generally known as a pro forma.

Ehlers conducted a thorough review of the developer's budget and operating pro forma to ensure all development costs, anticipated revenues, and expenditures are represented appropriately. The table below depicts the proposed sources and uses for the project.

SOURCES		
	Amount	Pct.
Developer Financing - 1st Mortgage	3,889,786	80.00%
Developer Equity	972,447	20.00%
TOTAL SOURCES	4,862,233	100.00%

USES			
	Amount	% of Cost	Per Bldg. Sq. Ft.
Acquisition Costs	454,766	9.35%	\$8
Construction Costs	3,616,300	74.38%	\$65
Professional Services	450,000	9.26%	\$8
Financing Costs	91,166	1.87%	\$2
Developer Fee	250,000	5.14%	\$4
TOTAL USES	4,862,232	100.00%	\$87

Generally, this project meets the expectations of an industrial building as it relates to the total development costs, financing structure, projected revenues, and developer fee. Following are our findings relating to the analysis completed for the development:

- The developer is proposing permanent financing for 80% of the project costs and will bring 20% in equity, or approximately \$972,000. This financing structure is in line with typical industrial projects.
- The total development costs for this project are approximately \$4.86 million, or \$87 per square foot. Based on our experience with industrial projects, this is slightly higher than expected. This increased cost is attributable to the architectural building enhancements, added infrastructure and site work necessary for the project. We have reviewed a bid from the contractor for construction of this building and determined the costs is acceptable.
- The developer fee of \$250,000 is 5.1% of total development costs. For a project of this nature, we would expect to see a developer fee between 3% and 5%. The fee is at the higher end of this range.
- Proposed rents are \$6.25 per square foot. We would expect to see rents of between \$7.00 and \$10.00 per square foot for office space and \$3.00 to \$5.00 per square foot for warehouse space. As a blended rate, \$6.25 per square foot is consistent with the surrounding market area.
- The projected cash-on-cost return on investment (net cash flow / total project costs) in year three (3) is 6.67% without assistance and 7.37% with assistance. Industrial developers are typically seeking a cash-on-cost return of between 7% and 9%. With the requested assistance, this project falls at the low end of the typical industry threshold for returns on investment.

Recommendations

Based on our review of the developer's pro forma and current market conditions, the proposed development may not reasonably be expected to occur solely through private investment within the reasonably near future. Due to the cost of land acquisition, site and public improvements and utilities in conjunction with achievable lease rates in the market, this project is feasible only through assistance, in part, from City contributions.

We conclude that providing a Pay-As-You-Go TIF note in the amount of \$218,000 will help the developer secure its first mortgage financing and facilitate construction of the project in the near term, while ensuring the return on investment does not exceed typical industry standards.

Pay-As-You-Go financing requires the developer to seek its own financing secured by the tax increments generated by the project. In this scenario, the City does not provide any funding up front, but enters into an agreement to provide tax increment payments from the project's increased taxes up to \$218,000 over a 9-year period. If the tax increments are insufficient to repay the note, the City does *not* make up the shortfall. The developer has indicated that they are willing to move forward based upon the proposed TIF assistance.

Please contact me at 651-697-8512 with any questions.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #17-07-131

RESOLUTION AUTHORIZING EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT

WHEREAS, PSD, LLC (the “Developer”) has requested the City of Ramsey, Minnesota (the “City”) to assist with the financing of certain costs incurred in connection with the construction of an approximately 56,000 square foot industrial building in the City by the Developer (the “Project”); and

WHEREAS, the Developer and the City have determined to enter into a Tax Increment Financing Agreement providing for the City’s tax increment financing assistance for the Project (the “Tax Increment Financing Agreement”).

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

- 1) That the City Council hereby approves the Tax Increment Financing Agreement in substantially the form submitted, and the Mayor and City Administrator are hereby authorized and directed to execute the Tax Increment Financing Agreement on behalf of the City.
- 2) That the approval hereby given to the Tax Increment Financing Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the Tax Increment Financing Agreement. The execution of the Tax Increment Financing Agreement by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the Tax Increment Financing Agreement in accordance with the terms hereof.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of July, 2017.

Mayor Sarah Strommen

ATTEST:

City Clerk Jo Ann M. Thieling

STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF RAMSEY

I, the undersigned, being the duly qualified and acting City Administrator of the City of Ramsey, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council of the City held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to a Resolution Authorizing Execution of a Tax Increment Financing Agreement.

WITNESS my hand as such City Administrator of the City Council of the City of Ramsey, Minnesota this ____ day of June, 2017.

City Administrator

Councilmember

introduced the following resolution and moved for its adoption:

RESOLUTION #17-07-132

RESOLUTION ADOPTING A MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1; AND ESTABLISHING TAX INCREMENT FINANCING DISTRICT NO. 16 (PSD BUSINESS PARK A) THEREIN AND ADOPTING A TAX INCREMENT FINANCING PLAN THEREFOR.

WHEREAS, the City Council of the City of Ramsey (the "City") has heretofore established Development District No. 1 and adopted the Development Program therefor. It has been proposed by the City that the City adopt a Modification to the Development Program (the "Development Program Modification") for Development District No. 1 (the "Project Area") and establish Tax Increment Financing District No. 16 (PSD Business Park A) (the "District") therein and adopt a Tax Increment Financing Plan (the "TIF Plan") therefor (the Development Program Modification and the TIF Plan are referred to collectively herein as the "Program and Plan"); all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.124 to 469.133 and Sections 469.174 to 469.1794, all inclusive, as amended, (the "Act") all as reflected in the Program and Plan, and presented for the Council's consideration; and

WHEREAS, the City has investigated the facts relating to the Program and Plan and has caused the Program and Plan to be prepared; and

WHEREAS, the City has performed all actions required by law to be performed prior to the establishment of the District and the adoption and approval of the proposed Program and Plan, including, but not limited to, notification of Anoka County and Independent School District No. 11 having taxing jurisdiction over the property to be included in the District, a review of and written comment on the Program and Plan by the City Planning Commission on June 1, 2017, recommendation of the Program and Plan by the City Economic Development Authority on June 8, 2017, and the holding of a public hearing upon published notice as required by law; and

WHEREAS, certain written reports (the "Reports") relating to the Program and Plan and to the activities contemplated therein have heretofore been prepared by staff and consultants and submitted to the Council and/or made a part of the City files and proceedings on the Program and Plan. The Reports include data, information and/or substantiation constituting or relating to the basis for the other findings and determinations made in this resolution. The Council hereby confirms, ratifies and adopts the Reports, which are hereby incorporated into and made as fully a part of this resolution to the same extent as if set forth in full herein; and

WHEREAS, the City of Ramsey elects to calculate fiscal disparities for the District in accordance with Minnesota Statutes, Section 469.177, Subd. 3, clause b, which means the fiscal disparities contribution would be taken from inside the District; and

WHEREAS, the City is not modifying the boundaries of the Project Area, but is however, modifying the Development Program therefor.

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

- 1) That the Council approves the Development Program Modification, and specifically finds that: (a) the land within the Project Area would not be available for redevelopment without the financial aid to be sought under this Development Program; (b) the Development Program, as modified, will afford maximum opportunity, consistent with the needs of the City as a whole, for the development of the Project by private enterprise; and (c) that the Development Program, as modified, conforms to the general plan for the development of the City as a whole
- 2) That the Council hereby finds that the District is in the public interest and is an "economic development district" under Minnesota Statutes, Section 469.174, Subd. 12 of the Act.
- 3) That the Council further finds that the proposed development would not occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the Tax Increment Financing Plan, that the Program and Plan conform to the general plan for the development or redevelopment of the City as a whole; and that the Program and Plan will afford maximum opportunity consistent with the sound needs of the City as a whole, for the redevelopment or development of the District by private enterprise.
- 4) That the Council further finds, declares and determines that the City made the above findings stated in this Section and has set forth the reasons and supporting facts for each determination in writing, attached hereto as Exhibit A.
- 5) That the adoption of the Program and Plan conforms in all respects to the requirements of the Act and will result in increased employment in the state and will result in preservation and enhancement of the tax base of the State and thereby serves a public purpose. For the reasons described in Exhibit A, the City believes these benefits directly derive from the tax increment assistance provided under the TIF Plan. A private developer will receive only the assistance needed to make this development financially feasible. As such, any private benefits received by a developer are incidental and do not outweigh the primary public benefits.
- 6) That the Program and Plan, as presented to the Council on this date, including without limitation the findings and statements of objectives contained therein, are hereby approved, ratified, established, and adopted and shall be placed on file in the office of the City Administrator.
- 7) That the staff of the City, the City's advisors and legal counsel are authorized and directed to proceed with the implementation of the Program and Plan and to negotiate, draft, prepare and present to this Council for its consideration all further plans, resolutions, documents and contracts necessary for this purpose.
- 8) That that Auditor of Anoka County is requested to certify the original net tax capacity of the District, as described in the Program and Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased; and the City of Ramsey is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the District, for which building permits have been issued during the 18 months immediately preceding the adoption of this resolution.

- 9) That the City Administrator is further authorized and directed to file a copy of the Program and Plan with the Commissioner of Revenue and the Office of the State Auditor pursuant to Minnesota Statutes 469.175, Subd. 4a.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of July, 2017.

Mayor Sarah Strommen

ATTEST:

City Clerk Jo Ann M. Thieling

(City Seal)

EXHIBIT A

RESOLUTION NO. 17-07-132

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for Tax Increment Financing District No. 16 (PSD Business Park A) as required pursuant to *M.S., Section 469.175, Subd. 3* are as follows:

1. *Finding that the Tax Increment Financing District No. 16 (PSD Business Park A) is an economic development district as defined in M.S., Section 469.174, Subd. 12.*

Tax Increment Financing District No. 16 (PSD Business Park A) is a contiguous geographic area within the City's Development District No. 1, delineated in the TIF Plan, for the purpose of financing economic development in the City through the use of tax increment. The District is in the public interest because it will facilitate the construction of an approximately 56,000 square foot industrial facility in the City which will increase employment in the state as well as preserve and enhance the tax base of the state.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 16 (PSD Business Park A) permitted by the TIF Plan.*

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the development proposed in this plan is an industrial facility that meets the City's objectives for economic development. The cost of land acquisition, site and public improvements and utilities in conjunction with achievable lease rates in the market, makes development of the facility infeasible without City assistance. The added costs for a proposed internal roadway will lead to a more efficient layout of buildings and maximize the amount of value created on the site. The developer was asked for and provided a letter and a pro forma as justification that the developer would not have gone forward without tax increment assistance.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan: The City supported this finding on the grounds that the cost of land acquisition, site and public improvements and utilities, and construction of a high quality building add to the total development cost. The proposed project includes the construction of internal infrastructure on the site to maximize future development potential, further adding to the total cost. The City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

Therefore, the City concludes as follows:

- a. The City's estimate of the amount by which the market value of the entire District will increase without the use of tax increment financing is \$0.

- b. If the proposed development occurs, the total increase in market value will be \$3,212,568.
 - c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$321,242.
 - d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than \$2,891,326 (the amount in clause b less the amount in clause c) without tax increment assistance.
3. *Finding that the TIF Plan for Tax Increment Financing District No. 16 (PSD Business Park A) conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The Planning Commission reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the Tax Increment Financing Plan for Tax Increment Financing District No. 16 (PSD Business Park A) will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of Development District No. 1 by private enterprise.*

The project to be assisted by the District will result in increased employment in the City and the State of Minnesota, increased tax base of the State, and add a high-quality development to the City.

Councilmember

introduced the following resolution and moved for its adoption:

RESOLUTION #17-07-133

RESOLUTION AUTHORIZING AN INTERFUND LOAN FOR ADVANCE OF CERTAIN COSTS IN CONNECTION WITH TAX INCREMENT FINANCING DISTRICT NO. 16 (PSD BUSINESS PARK A)

WHEREAS, the City has heretofore approved the establishment of Tax Increment Financing District No. 16 (PSD Business Park A) (the "TIF District") within Development District No. 1 (the "Project"), and has adopted a Tax Increment Financing Plan (the "TIF Plan") for the purpose of financing certain improvements within the Project.; and

WHEREAS, the City has determined to pay for certain costs identified in the TIF Plan consisting of land/building acquisition, site improvements/preparation, public utilities, streets and sidewalks, other qualifying costs, interest and administrative costs (collectively, the "Qualified Costs"), which costs may be financed on a temporary basis from City funds available for such purposes; and

WHEREAS, under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from the City's general fund or any other fund from which such advances may be legally authorized, in order to finance the Qualified Costs; and

WHEREAS, the City intends to reimburse itself for the Qualified Costs from tax increments derived from the TIF District in accordance with the terms of this resolution (which terms are referred to collectively as the "Interfund Loan").

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

- 1) That the City hereby authorizes the advance of up to \$30,000 from the EDA Fund or so much thereof as may be paid as Qualified Costs. The City shall reimburse itself for such advances together with interest at the rate stated below. Interest accrues on the principal amount from the date of each advance. The maximum rate of interest permitted to be charged is limited to the greater of the rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 as of the date the loan or advance is authorized, unless the written agreement states that the maximum interest rate will fluctuate as the interest rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 are from time to time adjusted. The interest rate shall be 4% and will not fluctuate.
- 2) That principal and interest ("Payments") on the Interfund Loan shall be paid semi-annually on each August 1 and February 1 (each a "Payment Date"), commencing on the first Payment Date on which the Authority has Available Tax Increment (defined below), or on any other dates determined by the City Administrator, through the date of last receipt of tax increment from the TIF District.
- 3) That payments on this Interfund Loan are payable solely from "Available Tax Increment," which shall mean, on each Payment Date, tax increment available after other obligations have been paid, or as determined by the City Administrator, generated in the preceding six (6) months with respect to the property within the TIF District and remitted to the City by Anoka County, all in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, all inclusive, as amended. Payments on this Interfund Loan may be subordinated to any outstanding or future bonds, notes or contracts

secured in whole or in part with Available Tax Increment, and are on parity with any other outstanding or future interfund loans secured in whole or in part with Available Tax Increment.

- 4) That the principal sum and all accrued interest payable under this Interfund Loan are pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.
- 5) That this Interfund Loan is evidence of an internal borrowing by the City in accordance with Minnesota Statutes, Section 469.178, Subd. 7, and is a limited obligation payable solely from Available Tax Increment pledged to the payment hereof under this resolution. This Interfund Loan and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on this Interfund Loan or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on this Interfund Loan or other costs incident hereto. The City shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the final Payment Date.
- 6) That the City may amend the terms of this Interfund Loan at any time by resolution of the City Council, including a determination to forgive the outstanding principal amount and accrued interest to the extent permissible under law.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of July, 2017.

Mayor Sarah Strommen

ATTEST:

City Clerk Jo Ann M. Thieling

(City Seal)

TAX INCREMENT FINANCING (TIF) AGREEMENT

BY AND BETWEEN

CITY OF RAMSEY, MINNESOTA

AND

PSD, LLC

This document drafted by:

BRIGGS AND MORGAN (MLI)
Professional Association
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

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TAX INCREMENT FINANCING (TIF) AGREEMENT

THIS AGREEMENT, made as of the 1st day of July, 2017, by and between the City of Ramsey, Minnesota (the "City"), a municipal corporation existing under the laws of the State of Minnesota and PSD, LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 to 469.133, the City has heretofore established Development District No. 1 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has heretofore established, within the Development District, Tax Increment Financing District No. 16 (PSD Business Park A) (the "Tax Increment District") and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

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

WHEREAS, the City has adopted criteria for awarding business subsidies that comply with the Business Subsidy Law, 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 Law;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Ramsey, Minnesota, its successors and assigns;

County means Anoka County, Minnesota;

Developer means PSD, LLC, a Minnesota limited liability company, its successors and assigns;

Development District means the real property included in Development District No. 1 heretofore established;

Development Program means the Development Program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Note Payment Date means August 1, 2019, and each February 1 and August 1 of each year thereafter to and including February 1, 2028; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in St. Paul, Minnesota, as its "prime rate" or "reference rate" or any successor rate, which rate shall change as and when that rate or successor rate changes;

Project means the construction of an approximately 56,000 square foot, high quality, industrial building with 24 foot clear heights facing Highway 10 on the Development Property located in the City. The building shall include enhanced architectural features such as color variations and raised parapet walls to denote building entrances, as well as glass curtain wall accents, or similar feature visible from Highway 10;

Site Improvements means the site improvements undertaken or to be undertaken on the Development Property, more particularly described on Exhibit C attached hereto;

State means the State of Minnesota;

Tax Increments means 90% of 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;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 16 (PSD Business Park A) located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as an economic development district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on July 11, 2017, and any future amendments thereto;

TIF Note means the Tax Increment Revenue Note (PSD, LLC Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as Exhibit B; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Increment District is an "economic development district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 12, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for acquisition of the Development Property and a portion of the costs of the construction of certain Site Improvements incurred in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company and has the power and authority to enter into this Agreement and to perform its obligations hereunder, and doing so will not violate its articles of organization, member control agreement or operating agreement, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) The Developer will use its best efforts to obtain, or cause to be obtained, 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 Project may be lawfully constructed.

(5) 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 provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(7) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(8) Construction shall begin by October 1, 2017 and the construction of the Project will be substantially completed by December 31, 2018, subject to Unavoidable Delays.

(9) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and the construction of the Site Improvements as provided in Article III.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1. Site Improvements and Development Property. The parties agree that the acquisition of the Development Property and the installation of the Site Improvements are essential to the successful completion of the Project. The costs of the Development Property and the construction of Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for the lesser of \$218,000 for the costs of acquisition of the Development Property and the construction of Site Improvements actually incurred and paid by the Developer (the "Reimbursement Amount"), as further provided in Section 3.3 hereof.

Section 3.2. Limitations on Undertaking of the City. Notwithstanding the provisions of Section 3.1, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the costs identified in Section 3.1, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.3. Reimbursement: TIF Note. The City shall reimburse the payments made by the Developer under Section 3.1 for costs of the acquisition of the Development Property and the construction of Site Improvements through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have demonstrated in writing to the reasonable satisfaction of the City that the construction of the Site Improvements has been completed and that the Developer has incurred and paid the costs of the acquisition of the Development Property and of the construction of Site Improvements, as described in and limited by Section 3.1 and shall have submitted paid invoices for the costs of construction of the Site Improvements and a settlement statement or other evidence of payment of the costs of the Development Property in an amount not less than the Reimbursement Amount.

(2) The unpaid principal of the TIF Note shall bear simple non-compounding interest from the date of issuance of the TIF Note, at 4.75% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

(3) The principal amount of the TIF Note and the interest thereon shall be payable solely from the Tax Increments.

(4) On each Note Payment Date and subject to the provisions of the TIF Note and Section 3.5, the City shall pay, against the principal and interest outstanding on the TIF Note, any Tax Increments received by the City during the preceding 6 months. All such payments shall be applied first to accrued interest and then to reduce the principal of the TIF Note.

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal and interest on the TIF Note. If, on any TIF Note Payment Date, the Tax Increments for the payment of the accrued and unpaid interest on the TIF Note are insufficient for such purposes, the difference shall be carried forward, without interest accruing thereon, and shall be paid if and to the extent

that on a future TIF Note Payment Date there are Tax Increments in excess of the amounts needed to pay the accrued interest then due on the TIF Note.

(6) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirements that: (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement and (B) this Agreement shall not have been rescinded pursuant to Section 4.2.

(7) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.2, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.4. Business Subsidies Act.

(1) 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 to the Developer under this Agreement is \$218,000 which is the Reimbursement Amount for the acquisition of the Development Property and the installation of the Site Improvements and 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 construction of an industrial building facility in the City.

(2) The creation of jobs has been determined not to be a goal of the City for the Project pursuant to Minnesota Statutes, Sections 116J.993 to 116J.995 and the City has held a public hearing and set the wage and job goals at zero.

(3) The Developer shall provide the City with information about the Project as requested by the City so that the City can satisfy the reporting requirements of Minnesota Statutes, Section 116J.994, Subd. 8.

(4) The Developer agrees to continue operations within the City for at least five (5) years after the benefit date, which is the date the Developer completes construction of the Project.

(5) There are no other state or local government agencies providing financial assistance for the Project other than the City.

(6) There is no parent corporation of the Developer.

(7) The Developer certifies that it does not appear on the Minnesota Department of Employment and Economic Development's list of recipients that have failed to meet the terms of a business subsidy agreement.

Section 3.5. Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property acquired and owned by it until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement.

The Developer agrees that prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date.

(4) It will not seek a reduction in the Market Value (as defined in Minnesota Statutes, Section 273.02) for the tax collection years of 2024 through 2027. In the event that the Developer obtains a reduction in Market Value that results in the City having to make a payment to the County (the "County Payment") for the tax collection years of 2019 through 2024, the Developer agrees that:

(a) If the TIF Note remains outstanding, the next Tax Increments to be paid to the Developer shall be reduced by the County Payment, and

(b) If the TIF Note is no longer outstanding, Developer shall pay the amount of the County Payment to the City within thirty (30) days after written notice from the City as to the amount of the County Payment.

Section 3.6. Lease of Project.

(1) The Developer shall lease the Project to a tenant or tenants who shall operate the Project only for the following purposes:

(a) the manufacturing or production of tangible personal property, including processing resulting in the change in condition of the property;

(b) warehousing, storage, and distribution of tangible personal property, excluding retail sales;

(c) research and development related to the activities listed in (a) or (b);

(d) telemarketing if that activity is the exclusive use of the property;

(e) space necessary for and related to the activities listed in (a) to (d).

(2) Upon execution of a lease of the Project the Developer shall submit to the City evidence that the operation of the Project conforms to (1) above.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes, special assessments or other City charges with respect to the Development Property.

(2) Failure of the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(3) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(4) If the Developer shall:

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) make an assignment for the benefit of its creditors; or

(c) admit in writing its inability to pay its debts generally as they become due;
or

(d) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, liquidator or trustee of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2. Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement and the TIF Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City 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 or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other 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 4.5. Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6. Indemnification of City.

(1) The Developer (a) releases the City and its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees (collectively, the "Indemnified Parties") from, (b) covenants and agrees that the Indemnified Parties shall not be liable for, and (c) agrees to indemnify and hold harmless the Indemnified Parties against, any claim, cause of action, suit or liability for 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 Project or on the Development Property.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and 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 actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or ceases to qualify as an "economic

development district" under Section 469.174, Subdivision 12, of the Act and Section 469.176, Subdivision 4c. or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4c.

(3) 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.

ARTICLE V

DEVELOPER'S OPTION TO TERMINATE AGREEMENT

Section 5.1. The Developer's Option to Terminate. This Agreement may be terminated by the Developer, if (i) the Developer is in compliance with all material terms of this Agreement and no Event of Default has occurred; and (ii) the City fails to comply with any material term of this Agreement, and, after written notice by the Developer of such failure, the City has failed to cure such noncompliance within ninety (90) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within ninety (90) days, of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Developer, that such noncompliance will be cured as soon as reasonably possible.

Section 5.2. Action to Terminate. Termination of this Agreement pursuant to Section 5.1 must be accomplished by written notification by the Developer to the City within sixty (60) days after the date when such option to terminate may first be exercised. A failure by the Developer to terminate this Agreement within such period constitutes a waiver by the Developer of its rights to terminate this Agreement due to such occurrence or event.

Section 5.3. Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V, the Developer shall be free to proceed with the Project at its own expense and without regard to the provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the expenses set forth in Section 3.2.

ARTICLE VI

ADDITIONAL PROVISIONS

Section 6.1. Restrictions on Use. Until termination of this Agreement, the Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a facility authorized under Minnesota Statutes, Section 469.176, Subd. 4c and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 6.2. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 6.3. Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (1) in the case of the Developer is addressed to or delivered personally to:

PSD, LLC
Attention: _____
7533 Sunwood Drive, Suite 220
Ramsey, MN 55303

with a copy to:

- (2) in the case of the City is addressed to or delivered personally to the City at:

City of Ramsey, Minnesota
Attention: City Administrator
Ramsey City Hall
7550 Sunwood Drive NW
Ramsey, MN 55303

with a copy to:

Briggs and Morgan, P.A.
Attention: Mary Ippel
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 6.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.6. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 6.7. Expiration. This Agreement shall expire on the earlier of (i) February 1, 2028, (ii) the date the TIF Note is paid in full or (iii) the date this Agreement is terminated or rescinded in accordance with its terms.

Section 6.8. Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.9. Assignability of Agreement. This Agreement may be assigned only with the consent of the City. The TIF Note may only be assigned pursuant to the terms of the TIF Note.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CITY OF RAMSEY, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

This is a signature page to the Tax Increment Financing Agreement by and between the City of Ramsey, Minnesota and PSD, LLC.

PSD, LLC

By _____
Its _____

This is a signature page to the Tax Increment Financing Agreement by and between the City of Ramsey, Minnesota and PSD, LLC.

EXHIBIT A

Description of Development Property

Property located in the City of Ramsey, Anoka County, Minnesota with the following legal description:

EXHIBIT B

Form of TIF Note

No. R-1

\$_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF RAMSEY

TAX INCREMENT REVENUE NOTE
(PSD, LLC PROJECT)

The City of Ramsey, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to PSD, LLC (the "Developer") or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed \$218,000 as provided in that certain Tax Increment Financing Agreement, dated as of July 1, 2017, as the same may be amended from time to time (the "TIF Agreement"), by and between the City and the Developer. The unpaid principal amount hereof shall bear interest from the date of this Note at the simple non-compounded rate of four and three quarters percent (4.75%) per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2019, and on each February 1 and August 1 thereafter to and including February 1, 2028, or, if the first should not be a Business Day (as defined in the TIF Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date, subject to the provisions of Section 3.5 the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the sum of the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal.

The Payment Amounts due hereon shall be payable solely from 90% of tax increments (the "Tax Increments") from the Development Property (as defined in the TIF Agreement) within the City's Tax Increment Financing District No. 16 (PSD Business Park A) (the "Tax Increment District") within its Development District No. 1 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment

Date defined above, on any date upon which the City shall have terminated the TIF Agreement under Section 4.2(2) thereof or the Developer shall have terminated the TIF Agreement under Article V thereof, on the date the Tax Increment District is terminated, or on the date that all principal payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, express or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the TIF Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the TIF Agreement the City elects to cancel and rescind the TIF Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the TIF Agreement, including without limitation Section 3.2 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, City of Ramsey, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Administrator and has caused this Note to be dated as of _____, 20____.

City Administrator

Mayor

DO NOT EXECUTE UNTIL PAID INVOICES FOR LAND ACQUISITION AND SITE IMPROVEMENTS ARE GIVEN TO THE CITY - REFER TO SECTION 3.3(1).

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of PSD, LLC, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

<u>NAME AND ADDRESS OF REGISTERED OWNER</u>	<u>DATE OF REGISTRATION</u>	<u>SIGNATURE OF CITY ADMINISTRATOR</u>
PSD, LLC 7533 Sunwood Drive, Suite 220 <u>Ramsey, MN 55303</u>	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT C

Site Improvements

Landscaping, including irrigation
Foundations and Footings
Grading/earthwork
Engineering
Survey
Environmental Testing
Soil Borings
Site Preparation
Onsite Utilities
Storm Water/Ponding
Outdoor Lighting
Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements
Parking



Tax Increment Financing District Overview

City of Ramsey

TIF District No. 16 (PSD Business Park A)

The following summary contains an overview of the basic elements of the Tax Increment Financing Plan for Tax Increment Financing District No. 16 – PSD Business Park A. More detailed information on each of these topics can be found in the complete Tax Increment Financing Plan.

Proposed action:	➤ Establishment of Tax Increment Financing District No. 16 – PSD Business Park A (District) and adoption of a Tax Increment Financing Plan (TIF Plan). ➤ Modification of the Development Program for Development District No. 1 which includes the establishment of Tax Increment Financing District No. 16 – PSD Business Park A, a continuation of the goals and objectives set forth in the Development Program for Development District No. 1.														
Type of TIF District:	An economic development district														
Parcel Numbers:	29-32-25-12-0003														
	The District encompasses approximately 3 acres of the parcel identified along with adjacent rights-of-way and abutting roadways. A new Property Identification Number for the parcel to be included in the District will be provided prior to certification.														
Proposed Development:	The District is being created to facilitate the construction of an approximately 56,000 square foot industrial facility in the City. Please see Appendix A of the TIF Plan for a more detailed project description.														
Maximum duration:	The duration of the District will be 8 years from the date of receipt of the first increment (9 years of increment). The City expects to receive the first tax increment in 2019. It is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after December 31, 2027, or when the TIF Plan is satisfied.														
Estimated annual tax increment:	Up to \$47,268														
Authorized uses:	The TIF Plan contains a budget that authorizes the maximum amount that may be expended: <table><tr><td>Land/Building Acquisition.....</td><td>\$175,000</td></tr><tr><td>Site Improvements/Preparation.....</td><td>\$75,000</td></tr><tr><td>Public Utilities</td><td>\$35,585</td></tr><tr><td>Administrative Costs (up to 10%).....</td><td>\$34,878</td></tr><tr><td>PROJECT COSTS TOTAL</td><td>\$320,463</td></tr><tr><td>Interest</td><td>\$63,195</td></tr><tr><td>PROJECT COSTS TOTAL.....</td><td><u>\$383,658</u></td></tr></table> See Subsection 2-10, on page 2-5 of the TIF Plan for the full budget authorization.	Land/Building Acquisition.....	\$175,000	Site Improvements/Preparation.....	\$75,000	Public Utilities	\$35,585	Administrative Costs (up to 10%).....	\$34,878	PROJECT COSTS TOTAL	\$320,463	Interest	\$63,195	PROJECT COSTS TOTAL.....	<u>\$383,658</u>
Land/Building Acquisition.....	\$175,000														
Site Improvements/Preparation.....	\$75,000														
Public Utilities	\$35,585														
Administrative Costs (up to 10%).....	\$34,878														
PROJECT COSTS TOTAL	\$320,463														
Interest	\$63,195														
PROJECT COSTS TOTAL.....	<u>\$383,658</u>														

Form of financing:	The project is proposed to be financed by a pay-as-you-go note and/or an interfund loan.
Administrative fee:	Up to 10% of annual increment, if costs are justified.
Interfund Loan Requirement:	The City will consider an interfund loan resolution providing for the reimbursement of administrative expenses associated with the creation of this district.
4 Year Activity Rule (§ 469.176 Subd. 6)	After four years from the date of certification of the District one of the following activities must have been commenced on each parcel in the District: • Demolition • Rehabilitation • Renovation • Other site preparation (not including utility services such as sewer and water) If the activity has not been started by approximately June 2021, no additional tax increment may be taken from that parcel until the commencement of a qualifying activity.
5 Year Rule (§ 469.1763 Subd. 3)	Within 5 years of certification revenues derived from tax increments must be expended or obligated to be expended. Any obligations in the District made after approximately June 2022, will not be eligible for repayment from tax increments.

The reasons and facts supporting the findings for the adoption of the TIF Plan for the District, as required pursuant to *M.S., Section 469.175, Subd. 3*, are included in Exhibit A of the City resolution.



ANOKA COUNTY, MINNESOTA



The final boundaries of the TIF District will be a portion of the parcel shown.



*As of July 6, 2017
Draft for Public Hearing*

**Modification to the Development Program
for Development District No. 1**

and the

Tax Increment Financing Plan

for the establishment of

Tax Increment Financing District No. 16 (PSD Business Park A)
(an economic development district)

within

Development District No. 1

City of Ramsey
Anoka County
State of Minnesota

Public Hearing: June 27, 2017
Adopted:



Prepared by: EHLERS & ASSOCIATES, INC.
3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105
651-697-8500 fax: 651-697-8555 www.ehlers-inc.com

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Section 1 - Modification to the Development Program for Development District No. 1

Foreword

The following text represents a Modification to the Development Program for Development District No. 1. This modification represents a continuation of the goals and objectives set forth in the Development Program for Development District No. 1. Generally, the substantive changes include the establishment of Tax Increment Financing District No. 16 (PSD Business Park A).

For further information, a review of the Development Program for Development District No. 1 is recommended. It is available from the City Administrator at the City of Ramsey. Other relevant information is contained in the Tax Increment Financing Plans for the Tax Increment Financing Districts located within Development District No. 1.

Section 2 - Tax Increment Financing Plan for Tax Increment Financing District No. 16 (PSD Business Park A)

Subsection 2-1. Foreword

The City of Ramsey (the "City"), staff and consultants have prepared the following information to expedite the establishment of Tax Increment Financing District No. 16 (PSD Business Park A) (the "District"), an economic development tax increment financing district, located in Development District No. 1.

Subsection 2-2. Statutory Authority

Within the City, there exist areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the City has certain statutory powers pursuant to *Minnesota Statutes ("M.S.")*, Sections 469.124 to 469.133, inclusive, as amended, and *M.S.*, Sections 469.174 to 469.179, inclusive, as amended (the "Tax Increment Financing Act" or "TIF Act"), to assist in financing public costs related to this project.

This section contains the Tax Increment Financing Plan (the "TIF Plan") for the District. Other relevant information is contained in the Modification to the Development Program for Development District No. 1.

Subsection 2-3. Statement of Objectives

The District currently consists of one parcel of land and adjacent and internal rights-of-way. The District is being created to facilitate the construction of an approximately 56,000 square foot industrial facility in the City. Please see Appendix A for further District information. The City intends to enter into an agreement with PSD, LLC as the developer and expects development to occur in 2017. This TIF Plan is expected to achieve many of the objectives outlined in the Development Program for Development District No. 1.

The activities contemplated in the Modification to the Development Program and the TIF Plan do not preclude the undertaking of other qualified development or redevelopment activities. These activities are anticipated to occur over the life of Development District No. 1 and the District.

Subsection 2-4. Development Program Overview

1. Property to be Acquired - Selected property located within the District may be acquired by the City and is further described in this TIF Plan.
2. Relocation - Relocation services, to the extent required by law, are available pursuant to *M.S., Chapter 117* and other relevant state and federal laws.
3. Upon approval of a developer's plan relating to the project and completion of the necessary legal requirements, the City may sell to a developer selected properties that it may acquire within the District or may lease land or facilities to a developer.
4. The City may perform or provide for some or all necessary acquisition, construction, relocation, demolition, and required utilities and public street work within the District.
5. The City proposes both public and private infrastructure within the District. The proposed reuse of private property within the District will be for a manufacturing facility, and there will be continued operation of Development District No. 1 after the capital improvements

within Development District No. 1 have been completed.

Subsection 2-5. Description of Property in the District and Property To Be Acquired

The District encompasses all property and adjacent rights-of-way and abutting roadways identified by the parcels listed in Appendix C of this TIF Plan. Please also see the map in Appendix B for further information on the location of the District.

The City may acquire any parcel within the District including interior and adjacent street rights of way. Any properties identified for acquisition will be acquired by the City only in order to accomplish one or more of the following: storm sewer improvements; provide land for needed public streets, utilities and facilities; carry out land acquisition, site improvements, clearance and/or development to accomplish the uses and objectives set forth in this plan. The City may acquire property by gift, dedication, condemnation or direct purchase from willing sellers in order to achieve the objectives of this TIF Plan. Such acquisitions will be undertaken only when there is assurance of funding to finance the acquisition and related costs. The City does not currently intend to acquire the parcel comprising the District.

Subsection 2-6. Classification of the District

The City, in determining the need to create a tax increment financing district in accordance with *M.S., Sections 469.174 to 469.1794*, as amended, inclusive, finds that the District, to be established, is an economic development district pursuant to *M.S., Section 469.174, Subd. 12* as defined below:

"Economic development district" means a type of tax increment financing district which consists of any project, or portions of a project, which the authority finds to be in the public interest because:

- (1) it will discourage commerce, industry, or manufacturing from moving their operations to another state or municipality; or*
- (2) it will result in increased employment in the state; or*
- (3) it will result in preservation and enhancement of the tax base of the state.*

The District is in the public interest because it will meet the statutory requirement from clauses 2 and 3.

Pursuant to *M.S., Section 469.176, Subd. 4c*, revenue derived from tax increment from an economic development district may not be used to provide improvements, loans, subsidies, grants, interest rate subsidies, or assistance in any form to developments consisting of buildings and ancillary facilities, if more than 15 percent of the buildings and facilities (determined on the basis of square footage) are used for a purpose other than:

- (1) The manufacturing or production of tangible personal property, including processing resulting in the change in condition of the property;
- (2) Warehousing, storage, and distribution of tangible personal property, excluding retail sales;
- (3) Research and development related to the activities listed in items (1) or (2);
- (4) Telemarketing if that activity is the exclusive use of the property; or
- (5) Tourism facilities;
- (6) Space necessary for and related to the activities listed in items (1) to (5)

In meeting the statutory criteria the City relies on the following facts and findings:

The facilities in the District meet the conditions of Purposes 1, 2, and 6.

The District is being created to assist in the construction of a speculative industrial facility. The proposed facility will be used for manufacturing, warehousing and related activities.

Pursuant to *M.S., Section 469.176, Subd. 7*, the District does not contain any parcel or part of a parcel that qualified under the provisions of *M.S., Sections 273.111, 273.112, or 273.114* or *Chapter 473H* for taxes payable in any of the five calendar years before the filing of the request for certification of the District.

Subsection 2-7. Duration and First Year of Tax Increment of the District

Pursuant to *M.S., Section 469.175, Subd. 1, and M.S., Section 469.176, Subd. 1*, the duration of the District must be indicated within the TIF Plan. Pursuant to *M.S., Section 469.176, Subd. 1b.*, the duration of the District will be 8 years after receipt of the first increment by the City. The date of receipt by the City of the first tax increment is expected to be 2019. Thus, it is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after 2027, or when the TIF Plan is satisfied. If increment is received in 2020, the term of the District will be 2028. The City reserves the right to decertify the District prior to the legally required date.

Subsection 2-8. Original Tax Capacity, Tax Rate and Estimated Captured Net Tax Capacity Value/Increment and Notification of Prior Planned Improvements

Pursuant to *M.S., Section 469.174, Subd. 7 and M.S., Section 469.177, Subd. 1*, the Original Net Tax Capacity (ONTC) as certified for the District will be based on the market values placed on the property by the assessor in 2017 for taxes payable 2018.

Pursuant to *M.S., Section 469.177, Subds. 1 and 2*, the County Auditor shall certify in each year (beginning in the payment year 2019) the amount by which the original value has increased or decreased as a result of:

1. Change in tax exempt status of property;
2. Reduction or enlargement of the geographic boundaries of the district;
3. Change due to adjustments, negotiated or court-ordered abatements;
4. Change in the use of the property and classification;
5. Change in state law governing class rates; or
6. Change in previously issued building permits.

In any year in which the current Net Tax Capacity (NTC) value of the District declines below the ONTC, no value will be captured and no tax increment will be payable to the City.

The original local tax rate for the District will be the local tax rate for taxes payable 2018, assuming the request for certification is made before June 30, 2018. The ONTC and the Original Local Tax Rate for the District appear in the table below.

Pursuant to *M.S., Section 469.174 Subd. 4 and M.S., Section 469.177, Subd. 1, 2, and 4*, the estimated Captured Net Tax Capacity (CTC) of the District, within Development District No. 1, upon completion of the projects within the District, will annually approximate tax increment revenues as shown in the table below. The City requests 100 percent of the available increase in tax capacity for repayment of its obligations and current expenditures, beginning in the tax year payable 2019. The Project Tax Capacity (PTC) listed is an estimate of values when the projects within the District are completed.

Project Estimated Tax Capacity upon Completion (PTC)	\$74,838	
Original Estimated Net Tax Capacity (ONTC)	\$1,311	
Fiscal Disparities Contribution	\$27,815	
Estimated Captured Tax Capacity (CTC)	\$45,712	
Original Local Tax Rate	1.03404	Pay 2017
Estimated Annual Tax Increment (CTC x Local Tax Rate)	\$47,268	
Percent Retained by the City	100%	

Tax capacity includes a 3% inflation factor for the duration of the District. The tax capacity included in this chart is the estimated tax capacity of the District in year 9. The tax capacity of the District in year one is estimated to be \$15,213.

Pursuant to *M.S., Section 469.177, Subd. 4*, the City shall, after a due and diligent search, accompany its request for certification to the County Auditor or its notice of the District enlargement pursuant to *M.S., Section 469.175, Subd. 4*, with a listing of all properties within the District or area of enlargement for which building permits have been issued during the eighteen (18) months immediately preceding approval of the TIF Plan by the municipality pursuant to *M.S., Section 469.175, Subd. 3*. The County Auditor shall increase the original net tax capacity of the District by the net tax capacity of improvements for which a building permit was issued.

The City has reviewed the area to be included in the District and found no parcels for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan by the City.

Subsection 2-9. Sources of Revenue/Bonds to be Issued

The costs outlined in the Uses of Funds will be financed primarily through the annual collection of tax increments. The City reserves the right to incur bonds or other indebtedness as a result of the TIF Plan. As presently proposed, the projects within the District will be financed by a pay-as-you-go note/interfund loan. Any refunding amounts will be deemed a budgeted cost without a formal TIF Plan Modification. This provision does not obligate the City to incur debt. The City will issue bonds or incur other debt only upon the determination that such action is in the best interest of the City.

The total estimated tax increment revenues for the District are shown in the table below:

<u>SOURCES OF FUNDS</u>	<u>TOTAL</u>
Tax Increment	\$348,781
<u>Interest</u>	<u>\$34,878</u>
TOTAL	\$383,659

The City may issue bonds (as defined in the TIF Act) secured in whole or in part with tax increments from the District in a maximum principal amount of \$320,463. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or interfund loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of approval.

Subsection 2-10. Uses of Funds

Currently under consideration for the District is a proposal to facilitate the construction of an approximately 56,000 square foot industrial facility in the City. The City has determined that it will be necessary to provide assistance to the project for certain District costs, as described. The City has studied the feasibility of the development or redevelopment of property in and around the District. To facilitate the establishment and development or redevelopment of the District, this TIF Plan authorizes the use of tax increment financing to pay for the cost of certain eligible expenses. The estimate of public costs and uses of funds associated with the District is outlined in the following table.

<u>USES OF TAX INCREMENT FUNDS</u>	<u>TOTAL</u>
Land/Building Acquisition	\$175,000
Site Improvements/Preparation	\$75,000
Utilities	\$35,585
<u>Administrative Costs (up to 10%)</u>	<u>\$34,878</u>
PROJECT COST TOTAL	\$320,463
<u>Interest</u>	<u>\$63,195</u>
PROJECT AND INTEREST COSTS TOTAL	\$383,658

The total project cost, including financing costs (interest) listed in the table above does not exceed the total projected tax increments for the District as shown in Subsection 2-9.

Estimated capital and administrative costs listed above are subject to change among categories by modification of the TIF Plan without hearings and notices as required for approval of the initial TIF Plan, so long as the total capital and administrative costs combined do not exceed the total listed above. Further, the City may spend up to 20 percent of the tax increments from the District for activities (described in the table above) located outside the boundaries of the District but within the boundaries of the Project (including administrative costs, which are considered to be spend outside the District), subject to all other terms and conditions of this TIF Plan.

Subsection 2-11. Fiscal Disparities Election

Pursuant to *M.S., Section 469.177, Subd. 3*, the City may elect one of two methods to calculate fiscal disparities. If the calculations pursuant to *M.S., Section 469.177, Subd. 3, clause b*, (within the District) are followed, the following method of computation shall apply:

- (1) The original net tax capacity shall be determined before the application of the fiscal disparity provisions of Chapter 276A or 473F. The current net tax capacity shall exclude any fiscal disparity commercial-industrial net tax capacity increase between the original year and the current year multiplied by the fiscal disparity ratio determined pursuant to M.S., Section 276A.06, subdivision 7 or M.S., Section 473F.08, subdivision 6. Where the original net tax capacity is equal to or greater than the current net tax capacity, there is no captured tax capacity and no tax increment determination. Where the original tax capacity is less than the current tax capacity, the difference between the original net tax capacity and the current net tax capacity is the captured net tax capacity. This amount less any portion thereof which the authority has*

designated, in its tax increment financing plan, to share with the local taxing districts is the retained captured net tax capacity of the authority.

- (2) *The county auditor shall exclude the retained captured net tax capacity of the authority from the net tax capacity of the local taxing districts in determining local taxing district tax rates. The local tax rates so determined are to be extended against the retained captured net tax capacity of the authority as well as the net tax capacity of the local taxing districts. The tax generated by the extension of the less of (A) the local taxing district tax rates or (B) the original local tax rate to the retained captured net tax capacity of the authority is the tax increment of the authority.*

The City will choose to calculate fiscal disparities by clause b.

According to *M.S., Section 469.177, Subd. 3*:

- (c) *The method of computation of tax increment applied to a district pursuant to paragraph (a) or (b) shall remain the same for the duration of the district, except that the governing body may elect to change its election from the method of computation in paragraph (a) to the method in paragraph (b).*

Subsection 2-12. Business Subsidies

Pursuant to *M.S., Section 116J.993, Subd. 3*, the following forms of financial assistance are not considered a business subsidy:

- (1) A business subsidy of less than \$150,000;
- (2) Assistance that is generally available to all businesses or to a general class of similar businesses, such as a line of business, size, location, or similar general criteria;
- (3) Public improvements to buildings or lands owned by the state or local government that serve a public purpose and do not principally benefit a single business or defined group of businesses at the time the improvements are made;
- (4) Redevelopment property polluted by contaminants as defined in *M.S., Section 116J.552, Subd. 3*;
- (5) Assistance provided for the sole purpose of renovating old or decaying building stock or bringing it up to code and assistance provided for designated historic preservation districts, provided that the assistance is equal to or less than 50% of the total cost;
- (6) Assistance to provide job readiness and training services if the sole purpose of the assistance is to provide those services;
- (7) Assistance for housing;
- (8) Assistance for pollution control or abatement, including assistance for a tax increment financing hazardous substance subdistrict as defined under *M.S., Section 469.174, Subd. 23*;
- (9) Assistance for energy conservation;
- (10) Tax reductions resulting from conformity with federal tax law;
- (11) Workers' compensation and unemployment compensation;
- (12) Benefits derived from regulation;
- (13) Indirect benefits derived from assistance to educational institutions;
- (14) Funds from bonds allocated under chapter 474A, bonds issued to refund outstanding bonds, and bonds issued for the benefit of an organization described in section 501 (c) (3) of the Internal Revenue Code of 1986, as amended through December 31, 1999;
- (15) Assistance for a collaboration between a Minnesota higher education institution and a business;
- (16) Assistance for a tax increment financing soils condition district as defined under *M.S., Section 469.174, Subd. 19*;

- (17) Redevelopment when the recipient's investment in the purchase of the site and in site preparation is 70 percent or more of the assessor's current year's estimated market value;
- (18) General changes in tax increment financing law and other general tax law changes of a principally technical nature;
- (19) Federal assistance until the assistance has been repaid to, and reinvested by, the state or local government agency;
- (20) Funds from dock and wharf bonds issued by a seaway port authority;
- (21) Business loans and loan guarantees of \$150,000 or less;
- (22) Federal loan funds provided through the United States Department of Commerce, Economic Development Administration; and
- (23) Property tax abatements granted under *M.S., Section 469.1813* to property that is subject to valuation under Minnesota Rules, chapter 8100.

The City will comply with *M.S., Sections 116J.993 to 116J.995* to the extent the tax increment assistance under this TIF Plan does not fall under any of the above exemptions.

Subsection 2-13. County Road Costs

Pursuant to *M.S., Section 469.175, Subd. 1a*, the county board may require the City to pay for all or part of the cost of county road improvements if the proposed development to be assisted by tax increment will, in the judgment of the county, substantially increase the use of county roads requiring construction of road improvements or other road costs and if the road improvements are not scheduled within the next five years under a capital improvement plan or within five years under another county plan.

If the county elects to use increments to improve county roads, it must notify the City within forty-five days of receipt of this TIF Plan. In the opinion of the City and consultants, the proposed development outlined in this TIF Plan will have little or no impact upon county roads, therefore the TIF Plan was not forwarded to the county 45 days prior to the public hearing. The City is aware that the county could claim that tax increment should be used for county roads, even after the public hearing.

Subsection 2-14. Estimated Impact on Other Taxing Jurisdictions

The estimated impact on other taxing jurisdictions assumes that the redevelopment contemplated by the TIF Plan would occur without the creation of the District. However, the City has determined that such development or redevelopment would not occur "but for" tax increment financing and that, therefore, the fiscal impact on other taxing jurisdictions is \$0. The estimated fiscal impact of the District would be as follows if the "but for" test was not met:

IMPACT ON TAX BASE			
	2016/Pay 2017 Total Net Tax Capacity	Estimated Captured Tax Capacity (CTC) Upon Completion	Percent of CTC to Entity Total
Anoka County	283,489,432	45,712	0.0161%
City of Ramsey	20,779,674	45,712	0.2200%
Anoka Hennepin ISD No. 11	148,772,334	45,712	0.0307%

IMPACT ON TAX RATES

	<u>Pay 2017 Extension Rates</u>	<u>Percent of Total</u>	<u>CTC</u>	<u>Potential Taxes</u>
Anoka County	0.368410	35.63%	45,712	16,841
City of Ramsey	0.424540	41.06%	45,712	19,407
Anoka Hennepin ISD No. 11	0.185900	17.98%	45,712	8,498
Other	<u>0.055190</u>	<u>5.34%</u>	<u>45,712</u>	<u>2,523</u>
Total	1.034040	100.00%		47,268

The estimates listed above display the captured tax capacity when all construction is completed. The tax rate used for calculations is the actual Pay 2017 rate. The total net capacity for the entities listed above are based on actual Pay 2017 figures. The District will be certified under the actual Pay 2018 rates, which were unavailable at the time this TIF Plan was prepared.

Pursuant to *M.S. Section 469.175 Subd. 2(b)*:

- (1) Estimate of total tax increment. It is estimated that the total amount of tax increment that will be generated over the life of the District is \$348,781;
- (2) Probable impact of the District on city provided services and ability to issue debt. An impact of the District on police protection is not expected. The City does track all calls for service including property-type calls and crimes. With any addition of new residents or businesses, police calls for service will be increased. However, the City believes any new calls generated from the development will be negligible. New developments add an increase in traffic, and additional overall demands to the call load. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment.

The probable impact of the District on fire protection is not expected to be significant. Typically new buildings generate few calls, if any, and are of superior construction.

The impact of the District on public infrastructure is expected to be minimal. The development will require the construction of an internal public roadway for internal circulation and to maximize the are that can be developed with buildings. The City anticipates construction of this internal public roadway at the time of development. The current infrastructure for sanitary sewer, storm sewer and water will be able to handle the additional volume generated from the proposed development. Based on the development plans, there are minor additional costs associated with street maintenance, sweeping, plowing, lighting and sidewalks. The development in the District is expected to contribute to sanitary sewer (SAC) and water (WAC) connection fees, though costs are yet to be determined.

The probable impact of any District general obligation tax increment bonds on the ability to issue debt for general fund purposes is expected to be minimal. It is not anticipated that there will be any general obligation debt issued in relation to this project, therefore there will be no impact on the City's ability to issue future debt or on the City's debt limit.

- (3) Estimated amount of tax increment attributable to school district levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions

remained the same, is \$62,711;

- (4) Estimated amount of tax increment attributable to county levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is \$124,271;
- (5) Additional information requested by the county or school district. The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S. Section 469.175 Subd. 2(b)* within 15 days after receipt of the tax increment financing plan.

No requests for additional information from the county or school district regarding the proposed development for the District have been received.

Subsection 2-15. Supporting Documentation

Pursuant to *M.S. Section 469.175, Subd. 1 (a), clause 7* the TIF Plan must contain identification and description of studies and analyses used to make the determination set forth in *M.S. Section 469.175, Subd. 3, clause (b)(2)* and the findings are required in the resolution approving the District. Following is a list of reports and studies on file at the City that support the City's findings:

- Future Business Park Economic Development Analysis: City of Ramsey, February 2016.

Subsection 2-16. Definition of Tax Increment Revenues

Pursuant to *M.S., Section 469.174, Subd. 25*, tax increment revenues derived from a tax increment financing district include all of the following potential revenue sources:

1. Taxes paid by the captured net tax capacity, but excluding any excess taxes, as computed under *M.S., Section 469.177*;
2. The proceeds from the sale or lease of property, tangible or intangible, to the extent the property was purchased by the authority with tax increments;
3. Principal and interest received on loans or other advances made by the authority with tax increments;
4. Interest or other investment earnings on or from tax increments;
5. Repayments or return of tax increments made to the Authority under agreements for districts for which the request for certification was made after August 1, 1993; and
6. The market value homestead credit paid to the Authority under *M.S., Section 273.1384*.

Subsection 2-17. Modifications to the District

In accordance with *M.S., Section 469.175, Subd. 4*, any:

1. Reduction or enlargement of the geographic area of the District, if the reduction does not meet the requirements of *M.S., Section 469.175, Subd. 4(e)*;
2. Increase in amount of bonded indebtedness to be incurred;
3. A determination to capitalize interest on debt if that determination was not a part of the original TIF Plan;
4. Increase in the portion of the captured net tax capacity to be retained by the City;
5. Increase in the estimate of the cost of the District, including administrative expenses, that will be paid

- or financed with tax increment from the District; or
6. Designation of additional property to be acquired by the City,

shall be approved upon the notice and after the discussion, public hearing and findings required for approval of the original TIF Plan.

Pursuant to *M.S., Section 469.175 Subd. 4(f)*, the geographic area of the District may be reduced, but shall not be enlarged after five years following the date of certification of the original net tax capacity by the county auditor. If an economic development district is enlarged, the reasons and supporting facts for the determination that the addition to the district meets the criteria of *M.S., Section 469.174, Subd. 12* must be documented in writing and retained. The requirements of this paragraph do not apply if (1) the only modification is elimination of parcel(s) from the District and (2) (A) the current net tax capacity of the parcel(s) eliminated from the District equals or exceeds the net tax capacity of those parcel(s) in the District's original net tax capacity or (B) the City agrees that, notwithstanding *M.S., Section 469.177, Subd. 1*, the original net tax capacity will be reduced by no more than the current net tax capacity of the parcel(s) eliminated from the District.

The City must notify the County Auditor of any modification to the District. Modifications to the District in the form of a budget modification or an expansion of the boundaries will be recorded in the TIF Plan.

Subsection 2-18. Administrative Expenses

In accordance with *M.S., Section 469.174, Subd. 14*, administrative expenses means all expenditures of the City, *other than*:

1. Amounts paid for the purchase of land;
2. Amounts paid to contractors or others providing materials and services, including architectural and engineering services, directly connected with the physical development of the real property in the District;
3. Relocation benefits paid to or services provided for persons residing or businesses located in the District;
4. Amounts used to pay principal or interest on, fund a reserve for, or sell at a discount bonds issued pursuant to *M.S., Section 469.178*; or
5. Amounts used to pay other financial obligations to the extent those obligations were used to finance costs described in clauses (1) to (3).

For districts for which the request for certification were made before August 1, 1979, or after June 30, 1982, and before August 1, 2001, administrative expenses also include amounts paid for services provided by bond counsel, fiscal consultants, and planning or economic development consultants. Pursuant to *M.S., Section 469.176, Subd. 3*, tax increment may be used to pay any **authorized and documented** administrative expenses for the District up to but not to exceed 10 percent of the total estimated tax increment expenditures authorized by the TIF Plan or the total tax increments, as defined by *M.S., Section 469.174, Subd. 25, clause (1)*, from the District, whichever is less.

For districts for which certification was requested after July 31, 2001, no tax increment may be used to pay any administrative expenses for District costs which exceed ten percent of total estimated tax increment expenditures authorized by the TIF Plan or the total tax increments, as defined in *M.S., Section 469.174, Subd. 25, clause (1)*, from the District, whichever is less.

Pursuant to *M.S., Section 469.176, Subd. 4h*, tax increments may be used to pay for the County's actual

administrative expenses incurred in connection with the District and are not subject to the percentage limits of M.S., Section 469.176, Subd. 3. The county may require payment of those expenses by February 15 of the year following the year the expenses were incurred.

Pursuant to M.S., Section 469.177, Subd. 11, the County Treasurer shall deduct an amount (currently .36 percent) of any increment distributed to the City and the County Treasurer shall pay the amount deducted to the State Commissioner of Management and Budget for deposit in the state general fund to be appropriated to the State Auditor for the cost of financial reporting of tax increment financing information and the cost of examining and auditing authorities' use of tax increment financing. This amount may be adjusted annually by the Commissioner of Revenue.

Subsection 2-19. Limitation of Increment

The tax increment pledged to the payment of bonds and interest thereon may be discharged and the District may be terminated if sufficient funds have been irrevocably deposited in the debt service fund or other escrow account held in trust for all outstanding bonds to provide for the payment of the bonds at maturity or redemption date.

Pursuant to M.S., Section 469.176, Subd. 6:

if, after four years from the date of certification of the original net tax capacity of the tax increment financing district pursuant to M.S., Section 469.177, no demolition, rehabilitation or renovation of property or other site preparation, including qualified improvement of a street adjacent to a parcel but not installation of utility service including sewer or water systems, has been commenced on a parcel located within a tax increment financing district by the authority or by the owner of the parcel in accordance with the tax increment financing plan, no additional tax increment may be taken from that parcel, and the original net tax capacity of that parcel shall be excluded from the original net tax capacity of the tax increment financing district. If the authority or the owner of the parcel subsequently commences demolition, rehabilitation or renovation or other site preparation on that parcel including qualified improvement of a street adjacent to that parcel, in accordance with the tax increment financing plan, the authority shall certify to the county auditor that the activity has commenced and the county auditor shall certify the net tax capacity thereof as most recently certified by the commissioner of revenue and add it to the original net tax capacity of the tax increment financing district. The county auditor must enforce the provisions of this subdivision. The authority must submit to the county auditor evidence that the required activity has taken place for each parcel in the district. The evidence for a parcel must be submitted by February 1 of the fifth year following the year in which the parcel was certified as included in the district. For purposes of this subdivision, qualified improvements of a street are limited to (1) construction or opening of a new street, (2) relocation of a street, and (3) substantial reconstruction or rebuilding of an existing street.

The City or a property owner must improve parcels within the District by approximately June 2021 and report such actions to the County Auditor.

Subsection 2-20. Use of Tax Increment

The City hereby determines that it will use 100 percent of the captured net tax capacity of taxable property located in the District for the following purposes:

1. To pay the principal of and interest on bonds issued to finance a project;
2. To finance, or otherwise pay the capital and administration costs of Development District No. 1 pursuant to *M.S., Sections 469.124 to 469.133*;
3. To pay for project costs as identified in the budget set forth in the TIF Plan;
4. To finance, or otherwise pay for other purposes as provided in *M.S., Section 469.176, Subd. 4*;
5. To pay principal and interest on any loans, advances or other payments made to or on behalf of the City or for the benefit of Development District No. 1 by a developer;
6. To finance or otherwise pay premiums and other costs for insurance or other security guaranteeing the payment when due of principal of and interest on bonds pursuant to the TIF Plan or pursuant to *M.S., Chapter 462C, M.S., Sections 469.152 through 469.165*, and/or *M.S., Sections 469.178*; and
7. To accumulate or maintain a reserve securing the payment when due of the principal and interest on the tax increment bonds or bonds issued pursuant to *M.S., Chapter 462C, M.S., Sections 469.152 through 469.165*, and/or *M.S., Sections 469.178*.

These revenues shall not be used to circumvent any levy limitations applicable to the City nor for other purposes prohibited by *M.S., Section 469.176, Subd. 4*.

Tax increments generated in the District will be paid by Anoka County to the City for the Tax Increment Fund of said District. The City will pay to the developer(s) annually an amount not to exceed an amount as specified in a developer's agreement to reimburse the costs of land acquisition, public improvements, demolition and relocation, site preparation, and administration. Remaining increment funds will be used for City administration (up to 10 percent) and for the costs of public improvement activities outside the District.

Subsection 2-21. Excess Increments

Excess increments, as defined in *M.S., Section 469.176, Subd. 2*, shall be used only to do one or more of the following:

1. Prepay any outstanding bonds;
2. Discharge the pledge of tax increment for any outstanding bonds;
3. Pay into an escrow account dedicated to the payment of any outstanding bonds; or
4. Return the excess to the County Auditor for redistribution to the respective taxing jurisdictions in proportion to their local tax rates.

The City must spend or return the excess increments under paragraph (c) within nine months after the end of the year. In addition, the City may, subject to the limitations set forth herein, choose to modify the TIF Plan in order to finance additional public costs in Development District No. 1 or the District.

Subsection 2-22. Requirements for Agreements with the Developer

The City will review any proposal for private development to determine its conformance with the Development Program and with applicable municipal ordinances and codes. To facilitate this effort, the following documents may be requested for review and approval: site plan, construction, mechanical, and electrical system drawings, landscaping plan, grading and storm drainage plan, signage system plan, and any other drawings or narrative deemed necessary by the City to demonstrate the conformance of the development with City plans and ordinances. The City may also use the Agreements to address other issues related to the development.

Pursuant to *M.S., Section 469.176, Subd. 5*, no more than 10 percent, by acreage, of the property to be acquired in the District as set forth in the TIF Plan shall at any time be owned by the City as a result of

acquisition with the proceeds of bonds issued pursuant to *M.S., Section 469.178* to which tax increments from property acquired is pledged, unless prior to acquisition in excess of 10 percent of the acreage, the City concluded an agreement for the development of the property acquired and which provides recourse for the City should the development not be completed.

Subsection 2-23. Assessment Agreements

Pursuant to *M.S., Section 469.177, Subd. 8*, the City may enter into a written assessment agreement in recordable form with the developer of property within the District which establishes a minimum market value of the land and completed improvements for the duration of the District. The assessment agreement shall be presented to the County Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land upon which the improvements are to be constructed and, so long as the minimum market value contained in the assessment agreement appears, in the judgment of the assessor, to be a reasonable estimate, the County Assessor shall also certify the minimum market value agreement.

Subsection 2-24. Administration of the District

Administration of the District will be handled by the City Administrator.

Subsection 2-25. Annual Disclosure Requirements

Pursuant to *M.S., Section 469.175, Subds. 5, 6, and 6b* the City must undertake financial reporting for all tax increment financing districts to the Office of the State Auditor, County Board and County Auditor on or before August 1 of each year. *M.S., Section 469.175, Subd. 5* also provides that an annual statement shall be published in a newspaper of general circulation in the City on or before August 15.

If the City fails to make a disclosure or submit a report containing the information required by *M.S., Section 469.175 Subd. 5 and Subd. 6*, the Office of the State Auditor will direct the County Auditor to withhold the distribution of tax increment from the District.

Subsection 2-26. Reasonable Expectations

As required by the TIF Act, in establishing the District, the determination has been made that the anticipated development would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan. In making said determination, reliance has been placed upon written representation made by the developer to such effects and upon City staff awareness of the feasibility of developing the project site(s) within the District. A comparative analysis of estimated market values both with and without establishment of the District and the use of tax increments has been performed as described above. Such analysis is included with the cashflow in Appendix D, and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the District and the use of tax increments.

Subsection 2-27. Other Limitations on the Use of Tax Increment

1. General Limitations. All revenue derived from tax increment shall be used in accordance with the TIF

Plan. The revenues shall be used to finance, or otherwise pay the capital and administration costs of Development District No. 1 pursuant to *M.S., Sections 469.124 to 469.133*. Tax increments may not be used to circumvent existing levy limit law. No tax increment may be used for the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the state or federal government. This provision does not prohibit the use of revenues derived from tax increments for the construction or renovation of a parking structure.

2. Pooling Limitations. At least 80 percent of tax increments from the District must be expended on activities in the District or to pay bonds, to the extent that the proceeds of the bonds were used to finance activities within said district or to pay, or secure payment of, debt service on credit enhanced bonds. Not more than 20 percent of said tax increments may be expended, through a development fund or otherwise, on activities outside of the District except to pay, or secure payment of, debt service on credit enhanced bonds. For purposes of applying this restriction, all administrative expenses must be treated as if they were solely for activities outside of the District.
3. Five Year Limitation on Commitment of Tax Increments. Tax increments derived from the District shall be deemed to have satisfied the 80 percent test set forth in paragraph (2) above only if the five year rule set forth in *M.S., Section 469.1763, Subd. 3*, has been satisfied; and beginning with the sixth year following certification of the District, 80 percent of said tax increments that remain after expenditures permitted under said five year rule must be used only to pay previously committed expenditures or credit enhanced bonds as more fully set forth in *M.S., Section 469.1763, Subd. 5*.

Subsection 2-28. Summary

The City of Ramsey is establishing the District to preserve and enhance the tax base, and provide employment opportunities in the City. The TIF Plan for the District was prepared by Ehlers & Associates, Inc., 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, telephone (651) 697-8500.

Appendix A

Project Description

PSD, LLC intends to construct a speculative 56,000 square foot, high quality, industrial building with 24 foot clear heights facing Highway 10. The building will include enhanced architectural features such as color variations and raised parapet walls to denote building entrances, as well as glass curtain wall, or similar feature visible from Highway 10. The developer will be constructing an internal road to maximize the development of the site and the City will provide them a pay-as-you-go TIF note for qualified costs.

Appendix B

Map of Development District No. 1 and the District

Appendix C

Description of Property to be Included in the District

The District encompasses approximately 3 acres of the parcel identified below along with adjacent rights-of-way and abutting roadways. A new Property Identification Number for the parcel to be included in the District will be provided prior to certification.

<u>Parcel Numbers</u>	<u>Address</u>	<u>Owner</u>
29-32-25-12-0003	UNASSIGNED	HAGEMAN HOLDINGS LLC

Appendix D

Estimated Cash Flow for the District



Bunker Lake Industrial Park

City of Ramsey

56,000 sq. ft. Industrial

ASSUMPTIONS AND RATES

DistrictType: Economic Development

District Name/Number:

County District #:

First Year Construction or Inflation on Value 2017

Existing District - Specify No. Years Remaining

Inflation Rate - Every Year: 3.00%

Interest Rate: 4.00%

Present Value Date: 1-Aug-18

First Period Ending 1-Feb-19

Tax Year District was Certified: Pay 2018

Cashflow Assumes First Tax Increment For Development: 2019

Years of Tax Increment 9

Assumes Last Year of Tax Increment 2027

Fiscal Disparities Election (Outside (A), Inside (B), or NA) Inside(B)

Incremental or Total Fiscal Disparities Incremental

Fiscal Disparities Contribution Ratio 37.8305% Pay 2017

Fiscal Disparities Metro-Wide Tax Rate 150.0490% Pay 2017

Maximum/Frozen Local Tax Rate: 103.404% Pay 2017

Current Local Tax Rate: (Use lesser of Current or Max.) 103.404% Pay 2017

State-wide Tax Rate (Comm./Ind. only used for total taxes) 45.8020% Pay 2017

Market Value Tax Rate (Used for total taxes) 0.21561% Pay 2017

Tax Rates

Exempt Class Rate (Exempt)	0.00%
Commercial Industrial Preferred Class Rate (C/I Pref.)	
First \$150,000	1.50%
Over \$150,000	2.00%
Commercial Industrial Class Rate (C/I)	2.00%
Rental Housing Class Rate (Rental)	1.25%
Affordable Rental Housing Class Rate (Aff. Rental)	
First \$115,000	0.75%
Over \$115,000	0.25%
Non-Homestead Residential (Non-H Res. 1 Unit)	
First \$500,000	1.00%
Over \$500,000	1.25%
Homestead Residential Class Rate (Hmstd. Res.)	
First \$500,000	1.00%
Over \$500,000	1.25%
Agricultural Non-Homestead	1.00%

BASE VALUE INFORMATION (Original Tax Capacity)

Map #	PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Original Market Value	Tax Year Original Market Value	Property Tax Class	Current Original Tax Capacity	Class After Conversion	After Conversion Orig. Tax Cap.	Area/ Phase
1	29-32-25-12-0003	Hageman	Unassigned	728,600	0	728,600	12%	87,432	Pay 2018	C/I Pref.	1,311	C/I Pref.	1,311	
				728,600	0	728,600		87,432			1,311		1,311	

Note:

1. Base values are for pay 2018 based upon review of County website on 4-5-2017. This building is expected to occupy 3 acres. The existing parcel is 24.8 acres according to the County website. Therefore 12% of the value is used for the district



Bunker Lake Industrial Park

City of Ramsey
56,000 sq. ft. Industrial

PROJECT INFORMATION (Project Tax Capacity)													
Area/Phase	New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Total Sq. Ft./Units	Total Taxable Market Value	Property Tax Class	Project Tax Capacity	Project Tax Capacity/Unit	Percentage Completed 2017	Percentage Completed 2018	Percentage Completed 2019	Percentage Completed 2020	First Year Full Taxes Payable
	Industrial	55	55	56,000	3,080,000	C/I Pref.	60,850	1	25%	100%	100%	100%	2020
TOTAL					3,080,000		60,850						
Subtotal Residential				0	0		0						
Subtotal Commercial/Ind.				56,000	3,080,000		60,850						

Note:

1. Market values are based upon estimates from the county assessor.

TAX CALCULATIONS									
New Use	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
Industrial	60,850	23,020	37,830	39,118	34,541	27,871	6,641	108,170	1.93
TOTAL	60,850	23,020	37,830	39,118	34,541	27,871	6,641	108,170	

Note:

1. Taxes and tax increment will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.
2. If tax increment is received in 2018, then the district will be one year shorter.

WHAT IS EXCLUDED FROM TIF?	
Total Property Taxes	108,170
less State-wide Taxes	(27,871)
less Fiscal Disp. Adj.	(34,541)
less Market Value Taxes	(6,641)
less Base Value Taxes	(843)
Annual Gross TIF	38,275

MARKET VALUE BUT / FOR ANALYSIS	
Current Market Value - Est.	87,432
New Market Value - Est.	3,080,000
Difference	2,992,568
Present Value of Tax Increment	279,570
Difference	2,712,998
Value likely to occur without Tax Increment is less than:	2,712,998



Bunker Lake Industrial Park
City of Ramsey
56,000 sq. ft. Industrial

TAX INCREMENT CASH FLOW														
% of OTC	Project Tax Capacity	Original Tax Capacity	Fiscal Disparities Incremental	Captured Tax Capacity	Local Tax Rate	Annual Gross Tax Increment	Semi-Annual Gross Tax Increment	State Auditor 0.36%	Admin. at 10%	Semi-Annual Net Tax Increment	Semi-Annual Present Value	PERIOD ENDING Yrs.	Tax Year	Payment Date
100%	15,213	(1,311)	(5,259)	8,642	103.404%	8,936	4,468	(16)	(445)	4,007	3,851	0.5	2019	02/01/19
							4,468	(16)	(445)	4,007	7,627	1	2019	02/01/20
100%	60,850	(1,311)	(22,524)	37,015	103.404%	38,275	19,137	(69)	(1,907)	17,162	23,482	1.5	2020	08/01/20
							19,137	(69)	(1,907)	17,162	39,026	2	2020	02/01/21
100%	62,676	(1,311)	(23,214)	38,150	103.404%	39,448	19,724	(71)	(1,965)	17,688	54,732	2.5	2021	08/01/21
							19,724	(71)	(1,965)	17,688	70,130	3	2021	02/01/22
100%	64,556	(1,311)	(23,926)	39,319	103.404%	40,657	20,329	(73)	(2,026)	18,230	85,689	3.5	2022	08/01/22
							20,329	(73)	(2,026)	18,230	100,943	4	2022	02/01/23
100%	66,492	(1,311)	(24,658)	40,523	103.404%	41,902	20,951	(75)	(2,088)	18,788	116,356	4.5	2023	08/01/23
							20,951	(75)	(2,088)	18,788	131,466	5	2023	02/01/24
100%	68,487	(1,311)	(25,413)	41,763	103.404%	43,184	21,592	(78)	(2,151)	19,363	146,734	5.5	2024	08/01/24
							21,592	(78)	(2,151)	19,363	161,702	6	2024	02/01/25
100%	70,542	(1,311)	(26,190)	43,040	103.404%	44,505	22,253	(80)	(2,217)	19,955	176,826	6.5	2025	08/01/25
							22,253	(80)	(2,217)	19,955	191,653	7	2025	02/01/26
100%	72,658	(1,311)	(26,991)	44,356	103.404%	45,866	22,933	(83)	(2,285)	20,565	206,634	7.5	2026	08/01/26
							22,933	(83)	(2,285)	20,565	221,321	8	2026	02/01/27
100%	74,838	(1,311)	(27,815)	45,711	103.404%	47,267	23,633	(85)	(2,355)	21,194	236,159	8.5	2027	08/01/27
							23,633	(85)	(2,355)	21,194	250,707	9	2027	02/01/28
Total							350,041	(1,260)	(34,878)	313,903				
Present Value From 08/01/2018							279,570	(1,006)	(27,856)	250,707				

Appendix E

Minnesota Business Assistance Form (Minnesota Department of Employment and Economic Development)

A Minnesota Business Assistance Form (MBAF) should be used to report and/or update each calendar year's activity by April 1 of the following year.

Please see the Minnesota Department of Employment and Economic Development (DEED) website at <http://www.deed.state.mn.us/Community/subsidies/MBAFForm.htm> for information and forms.

Appendix F

Findings Including But/For Qualifications

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for Tax Increment Financing District No. 16 (PSD Business Park A) as required pursuant to M.S., Section 469.175, Subd. 3 are as follows:

1. *Finding that the Tax Increment Financing District No. 16 (PSD Business Park A) is an economic development district as defined in M.S., Section 469.174, Subd. 12.*

Tax Increment Financing District No. 16 (PSD Business Park A) is a contiguous geographic area within the City's Development District No. 1, delineated in the TIF Plan, for the purpose of financing economic development in the City through the use of tax increment. The District is in the public interest because it will facilitate the construction of an approximately 56,000 square foot industrial facility in the City which will increase employment in the state as well as preserve and enhance the tax base of the state.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 16 (PSD Business Park A) permitted by the TIF Plan.*

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the development proposed in this plan is a industrial facility that meets the City's objectives for economic development. The cost of land acquisition, site and public improvements and utilities in conjunction with achievable lease rates in the market, makes development of the facility infeasible without City assistance. The added costs for a proposed internal roadway will lead to a more efficient layout of buildings and maximize the amount of value created on the site. The developer was asked for and provided a letter and a pro forma as justification that the developer would not have gone forward without tax increment assistance.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan: The City supported this finding on the grounds that the cost of land acquisition, site and public improvements and utilities, and construction of a high quality building add to the total development cost. The proposed project includes the construction of internal infrastructure on the site to maximize future development potential, further adding to the total cost. The City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

Therefore, the City concludes as follows:

- a. The City's estimate of the amount by which the market value of the entire District will increase without the use of tax increment financing is \$0.
- b. If the proposed development occurs, the total increase in market value will be \$2,992,568.

- c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be \$279,570.
 - d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than \$2,712,998 (the amount in clause b less the amount in clause c) without tax increment assistance.
3. *Finding that the TIF Plan for Tax Increment Financing District No. 16 (PSD Business Park A) conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The Planning Commission reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the Tax Increment Financing Plan for Tax Increment Financing District No. 16 (PSD Business Park A) will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of Development District No. 1 by private enterprise.*

The project to be assisted by the District will result in increased employment in the City and the State of Minnesota, increased tax base of the State, and add a high quality development to the City.

But-For Analysis	
Current Market Value	87,432
New Market Value - Estimate	3,080,000
Difference	2,992,568
Present Value of Tax Increment	279,570
Difference	2,712,998
Value Likely to Occur Without TIF is Less Than:	2,712,998

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

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, June 8, 2017, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jim Steffen
 Member Brian Burandt
 Member Glen Hardin
 Member Chris Riley
 Member Wayne Skaff
 Member Kristine Williams (arrived at 7:42 a.m.)

Members Absent: Member Philip Brunt

Also Present: Patrick Brama, Econ. Dev. Mgr/Assistant City Administrator
 Tim Gladhill, Community Development Director
 Kurt Ulrich, City Administrator
 Brian Pankratz, CBRE
 Jason Aarsvold, Ehlers and Associates

1. CALL TO ORDER

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

2. APPROVE AGENDA

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

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

3. APPROVE MINUTES

3.01: Approve Meeting Minutes Dated May 25, 2017

Motion by Member Skaff, seconded by Member Hardin, to approve the May 25, 2017, minutes as presented.

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

4. EDA BUSINESS

4.01: Aeon Purchase Agreement: Multiple Actions

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

Member Hardin asked and received confirmation that the parcels were being purchased under separate entities. Staff confirmed that was correct.

Motion by Member Skaff, seconded by Member Hardin, to recommend to City Council to approve the second amendment to the original Purchase Agreement between the City and Aeon, and to approve the second Purchase Agreement with Aeon, for the second phase of their proposed development.

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

4.02: Sharp and Associates Purchase Agreement

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

Chairperson Steffen asked if the geotechnical was discovered as part of the last offer on the property.

Economic Dev. Mgr/Assistant City Administrator Brama explained that the issue was discovered during due diligence and was not part of the shovel ready process during the last offer. He confirmed that the soil test had an impact on the purchase price.

Member Hardin asked if there have been estimates on the soil corrections.

Dennis Sharp stated that there would need to be soil corrections and the site would need to be brought up to grade. He estimated \$300,000 to \$400,000, depending on what is needed.

Chairperson Steffen asked and received confirmation that there is room for a second building on the site.

Member Riley asked and received confirmation that Mr. Sharp is comfortable with the language staff suggested regarding the building letter of credit.

Economic Dev. Mgr/Assistant City Administrator Brama clarified that the building language is tied to phase one, the first building, and there is nothing tied to the second building. He provided additional information on the process Mr. Sharp follows in developing sites in this manner.

Member Hardin asked if this parcel has not been listed.

Economic Dev. Mgr/Assistant City Administrator Brama stated that this parcel has never been officially listed with CBRE, but staff was directed by the Council to do so in 2016. However, a purchase agreement came forward at that same time, and the property has been tied up since 2016. As a result, it was never officially listed.

Member Hardin stated that he would be opposed to paying a broker fee for a parcel that has never been listed with the broker.

Member Williams arrived.

Brian Pankratz, CBRE, stated that he had been working with developers to find a parcel, and attention was brought to this parcel through that process.

Member Hardin stated that the City has a long relationship with Mr. Sharp and the purchase agreement was drafted with staff, and therefore he would be opposed to paying a broker fee.

Chairperson Steffen asked how Mr. Sharp had discovered this parcel.

Mr. Sharp stated that he was alerted to the parcel through conversations with Economic Dev. Mgr/Assistant City Administrator Brama. He stated that the land is near his other parcels and is a good location for him. He stated that he thought the land was fairly undisturbed prior to the soil testing. He stated that most of his buildings have been speculative, noting that his last one was in 2009. He believed that there is a demand for this smaller space. He explained that when bigger companies come, that tends to draw smaller companies as well and he enjoys working with the smaller companies. He stated that those businesses eventually grow and then he often builds a larger building for them. He confirmed that he builds the shell, and the interior is then built out to match the size and needs of the company.

Member Riley asked for the input of staff on the brokerage commission.

Economic Dev. Mgr/Assistant City Administrator Brama stated that the property was identified as available land and was directed to work with CBRE to market the land. He noted that almost immediately a purchase agreement was brought forward from CBRE with Platinum Properties. He stated that it has been a fluid situation that Mr. Sharp and Platinum Properties were working on together, and it evolved into just Mr. Sharp. He stated that perhaps the EDA's concern has been expressed, and he can have a discussion with CBRE, to find a resolution, prior to the Council review.

Chairperson Steffen noted that in the previous case CBRE brought forth the developer while in this case they did not, although there may have been a tie. He stated that he likes the project and is excited to have another project with Mr. Sharp.

Motion by Chairperson Steffen, seconded by Member Hardin, to recommend to City Council to approve the purchase agreement between the City of Ramsey and Sharp & Associates LLC for 9.33 acres of City owned land, with direction for further discussion regarding the CBRE commission.

Further discussion: Member Hardin stated that he is opposed to the CBRE commission. Economic Dev. Mgr/Assistant City Administrator Brama stated that if there is strong consensus that would be good to know prior to the Council review. He noted that another option would be to reduce the payment to CBRE. City Administrator Ulrich stated that it would be helpful to have input as to whether the EDA is opposed to the full commission or whether a lower commission would be allowed. Member Hardin suggested amending the purchase agreement to remove the commission for CBRE. Members Skaff and Burandt agreed that the commission should not be paid. Member Hardin suggested amending the language in the purchase agreement to remove paragraph 16.

Motion by Chairperson Steffen, seconded by Member Hardin, to amend the motion to recommend to City Council to approve the purchase agreement between the City of Ramsey and Sharp & Associates LLC for 9.33 acres of City owned land, removing paragraph 16.

Further discussion: Member Williams stated that this deal has a structure different from the original purchase agreement. She was concerned that it would be more difficult to obtain funds after the fact rather than refunding the funds. Economic Dev. Mgr/Assistant City Administrator Brama provided additional details on the structures of the purchase agreements. Member Hardin noted that these are two different deals and that is why the structure is different. Economic Dev. Mgr/Assistant City Administrator Brama provided additional information on the letter of credit. Community Development Director Gladhill stated that letters of credit are used frequently and you can draw on them without approval from the developer. He did agree that there is some risk, compared to having straight cash. He noted that every project that goes before the Planning Commission has a letter of credit. He noted that in the mid-2000's there were several times the City had to draw on letters of credit. Mr. Pankratz stated that there is a difference in what Platinum was proposing compared to what Mr. Sharp is proposing. He noted that Platinum was going to build two buildings, while Mr. Sharp is proposing to build the first building and then future buildings as needed to meet client needs. He stated that the additional geotechnical information also changes the deal. Chairperson Steffen asked when Mr. Sharp would begin construction. Mr. Sharp stated that he would like to start construction this year but at the latest, it would be spring 2018.

Motion carried. Voting Yes: Chairperson Steffen, Members Hardin, Burandt, Riley, and Skaff. Voting No: Member Williams. Absent: Member Brunt.

4.03: PSD LLC Business Park: Approve MOU Related to New Internal Public Roadway

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report and reviewed all three requests from PSD, which are split between three cases.

Chairperson Steffen stated that at the last meeting this was discussed and there was one building, but now there are two buildings. He noted that the City cost requested was not changed.

Motion by Member Skaff, seconded by Member Burandt, to recommend to City Council to adopt the Memorandum of Understanding (MOU), authorizing amount not to exceed \$250,000

reimbursement to PSD LLC for the construction of a new public roadway located within the City's new business park.

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

4.04: PSD LLC Business Park: Establish TIF District 16 and Approve TIF Agreement (Building #1)

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

Jason Aarsvold, Ehlers and Associates, stated that they review the project costs, total development costs, rents that will be charged, and other costs attached, to evaluate that those are in line with the request for assistance. He stated that they are comfortable with the requests, given the nature of the building. He stated that the next step will be to determine the impact to the developer's return on investment, to ensure that it is not outside of the range of seven to nine percent. He noted that providing the assistance will help the developer obtain financing and will not be outside of the typical range of the return on investment.

Matt Kuker, PSD, stated that the first building is always the toughest, and once that is established people will want to come into the business park.

Motion by Member Skaff, seconded by Chairperson Steffen, to recommend to City Council to Adopt Resolution #17-06-131 to Modify Development District 1, Establish TIF District 16, and Adopt a Plan for TIF District 16, subject to changes by the City Attorney; Adopt Resolution #17-06-132 Authorizing Execution of a TIF Agreement, subject to changes by the City Attorney; and Adopt Resolution #17-06-133 Authorizing the Establishment of an Inter Fund Loan for TIF District 16.

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

4.05: PSD LLC Business Park: Accept Business Subsidy Application & Call for a Public Hearing (Building #2)

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

Chairperson Steffen noted that it seems a similar request to the last.

Economic Dev. Mgr/Assistant City Administrator Brama stated that the review is not as stringent with this request as this is not TIF.

Member Riley stated that he likes the idea that this is tied to the building.

Mr. Kuker provided additional details on the building and how it could be converted if Adrenalin leaves after their seven-year lease. He noted that the structure itself would be almost identical, with the exception of the dock doors that would not be installed.

Chairperson Steffen asked if TIF is not available because of the recreational use.

Economic Dev. Mgr/Assistant City Administrator Brama confirmed that recreational uses are not available for TIF.

Mr. Kuker noted that the rent would be slightly smaller for this second building because there is a lesser cost to build out the building. He noted that the cost for rent will be higher than the tenant was paying at their current location, but confirmed that the tenant does have leases in place for this site which will be larger than their current location.

Chairperson Steffen noted that the timeline appears very tight.

Mr. Kuker agreed that the timing is very tight as the tenant has leases that start on January 1, 2018. He stated that in essence the tenant is paying rent for 12 months of the year while they will most likely only use the facility six months out of the year, as the soccer will be outdoors in the warmer months. He noted that the tenant will be exploring options for additional activities that could occur during the warmer months. He confirmed that the tenant is currently not in a location, as the site he was previously located in has been closed.

Chairperson Steffen asked if the developer could build the building within the timeline.

Mr. Kuker stated that the closing will occur on June 27th and he has received permission to begin grading.

Community Development Director Gladhill noted that it is a very aggressive schedule and some preapprovals can be given. He noted that the more they deviate from the regular schedule, the more risk that will come. He stated that the process can be sped up, but acknowledged that the developer is willing to take on the risk and liability regarding grading and stormwater. He stated that staff will do what they can to be flexible.

Mr. Kuker acknowledged that there is risk in expediting the timelines, and that risk would fall on him as developer. He stated that Adrenalin would bring in additional traffic to The COR. He noted that if there are additional costs that arise from speeding this process up, those costs could be split up between the future pads that will be sold.

Member Williams asked if that sensitivity would be part of the business subsidy analysis.

Economic Dev. Mgr/Assistant City Administrator Brama confirmed that would be included in the review.

Chairperson Steffen stated that he loves the project and the signage.

Member Williams stated that she has experience as a parent of a child that went to Adrenalin Sports, and once this is open she will go to Acapulco rather than stay at Adrenalin. She believes that many other parents will do the same and frequent businesses in The COR.

Motion by Member Williams, seconded by Member Hardin, to recommend to City Council to accept a business subsidy application from PDS LLC and call for a public hearing on July 25, 2017.

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

4.06: CBRE Update

Mr. Pankratz provided the first quarter statistics metro wide, noting that net absorption for office and retail are negative. He stated that the retail world is changing as many retailers continue to close their doors and follow the virtual trend. He stated that the trend is now on food and fitness. He stated that traffic patterns take time to change and people are now utilizing the Armstrong interchange more often. He stated that the residential market is booming. He stated that Ramsey is in between two retail nodes and with large stores closing in Riverdale, retailers will most likely backfill in that location. He noted that the additional homes being built in Ramsey will help to attract businesses. He stated that the restrictive covenant is no longer in force, which is good for additional food locations that may want to come. He stated that the additional industrial and PSD projects will bring in additional traffic and could attract more business. He stated that they continue to see interest from medical office tenants. He provided an update on marketing. He noted that he has been pushing Ramsey for quick food users and hard goods and has heard that Ramsey is on their growth plans. He noted that he has also reached out to gas stations in attempt to bring a tenant to Armstrong as traffic patterns push more vehicles on that route. He reviewed the marketing suggestions and next steps.

4.07: Review Architectural Design for Stonebrook Academy (Project #17-101); Case of Michael and Kristen Johnson

Community Development Director Gladhill presented the staff report.

Chairperson Steffen asked for details on the materials for the Sunwood side of the building.

Community Development Director Gladhill provided details on the proposed materials.

Member Williams stated that it appears that no landscaping is proposed for the west side. She asked if the windows are all real.

Community Development Director Gladhill confirmed the lack of landscaping for the west, noting that it would allow for future development on the adjacent parcel and meets the requirements of The COR. He stated that it is his understanding that they would be real windows, although they may be shaded.

Member Williams asked for the location of the two out parcels on the plat.

Community Development Director Gladhill noted that the case references the remnant parcels that are not used for the daycare center, to the west and the east.

Member Williams stated that it appears there is not a door on the Sunwood side.

Community Development Director Gladhill noted that the existing plan is silent on whether a door is needed on Sunwood. He stated that the main entrance is not on Sunwood and the daycare center has concern with having even a security door that would allow children to leave the building to the Sunwood side.

Chairperson Steffen stated that he generally supports the plan and noted that the applicant has come a long way from the first rendition. He confirmed the consensus of the EDA.

5. MEMBER / STAFF UPDATE

The EDA reviewed the Staff Update.

City Administrator Ulrich provided an update on McDonald's. He noted that both USBank and Coborn's have installed their taller signs.

6. ADJOURNMENT

Motion by Chairperson Steffen, seconded by Member Riley, to adjourn the meeting.

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

The regular meeting of the Economic Development Authority adjourned at 9:02 a.m.

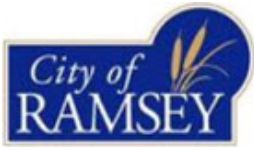
Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Patrick Brama
Econ. Dev. Mgr/Assistant City Administrator

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.



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: 07/11/2017

By: Chris Anderson, Community
Development

Information

Title:

Adopt Resolution #17-07-165 Approving a Curbside Recycling Contract with ACE Solid Waste

Purpose/Background:

State Statute (Chapter 115A Waste Management) requires that residents, including both single family and multifamily residences, have the opportunity to recycle. The City has historically satisfied this requirement with a contract for curbside collection of residentially generated recyclables. The current contract specifically addresses all town homes as well as single family residential homes. Note that apartment complexes and the manufactured home park are treated as commercial accounts and are not part of the current contract.

The City is currently in the last year of its current contract with ACE Solid Waste for curbside collection of recyclable materials. The current contract will expire on December 31, 2017. Please note that the current discussion focuses on the City's organized curbside recycling contract. The current discussion does not contemplate extending the organized collection into solid waste disposal.

The Environmental Policy Board (EPB) contemplated various options in June and July of 2016 with regard to recycling, including negotiating with the current hauler on a contract extension, preparing an RFP, or migrating to an open hauling system. As part of those discussions, the EPB formulated goals for the City's recycling program. Ultimately, the EPB recommended continuing with a contracted service for recycling and to negotiate a contract extension with ACE Solid Waste.

The City Council discussed this topic in a work session in September of 2016 and supported the EPB's recommendation and directed Staff to initiate discussions with ACE Solid Waste on a contract extension.

Observations/Alternatives:

The City has had a contract with ACE Solid Waste since approximately 1998. ACE Solid Waste calls Ramsey home and has provided good service over the course of almost twenty (20) years. The City and ACE continue to have a good working relationship and ACE continues to be actively engaged in the community. However, it should be noted that ACE Solid Waste is no longer locally owned; Waste Connections Inc., headquartered in Texas, purchased ACE late in 2013. But, ACE continues to provide great service. There were some initial customer complaints submitted to City Staff during the transition in ownership and conversion to a new software system (mostly due to long wait times on the phone and lack of returned calls), but it appears that these issues have been resolved.

The proposed curbside recycling contract is similar to the current contract in terms of structure and content. Recycling would continue to be picked up on an every other week basis through a single sort system (acceptable materials can be placed directly in the recycling cart without any need for sorting or separating). The recycling fee would remain constant at \$2.95 per month per household for the full term of the contract.

Continuing with a contracted service for recycling helps achieve a goal of the EPB of limiting and/or reducing the number of vehicle trips on residential roads by trucks (for safety purposes, reducing wear and tear on roads, reducing greenhouse gas emissions, etc.). Additionally, the following have been included in the contract aimed at achieving the recycling goals identified by the EPB:

- Contractor shall assist with preparation of educational information for inclusion in the Ramsey Resident and Ramsey Recycler newsletters with a focus on seasonal problem materials and/or seasonal increases in various recyclable materials to help improve tonnage and participation rates will reducing contamination.
- Contractor shall work with the City to develop and implement new programs and pilot projects that can aid in improving tonnage and participation rates and also potentially diverting new materials from the waste stream to the recycling stream (e.g. organics).

The City's recycling program is funded through the Select Committee on Recycling and the Environment (SCORE). Each community in Anoka County receives a base of \$10,000.00 plus another \$5.00 per household and has the ability to apply for additional enhancement funds to make improvements to their recycling program. Ramsey's allocation for 2017 is \$59,450.00. Additionally, the Anoka County Board of Commissioners also sets a tonnage goal for each community (based on 205 pounds per person per year per single family home and 160 pounds per person per year for multifamily buildings of five [5] units or more) and Ramsey's current goal is set at 2,555 tons. Ramsey has now achieved its recycling goal for thirteen (13) consecutive years.

The City Attorney has reviewed the proposed contract for curbside recycling service and found it to be acceptable with regard to legal form.

Funding Source:

Funding for the administration of the City's curbside recycling program is provided through the State of Minnesota's Select Committee on Recycling and the Environment (SCORE). With the proposed three (3) year contract, the City would pay the hauler a monthly fee of \$2.95 per household and then collect that charge on a quarterly basis through the City's utility billing (\$8.85 per quarter).

Recommendation:

Staff recommends approving the three (3) year curbside recycling contract with ACE Solid Waste (would cover years 2018-2020).

Action:

Motion to adopt Resolution #17-07-165 approving a three (3) year curbside recycling contract with ACE Solid Waste.

Attachments

Current Recycling Contract

EPB Approved Recycling Goals

Cost Comparison of Recycling Contracts

EPB Meeting Minutes Dated July 18, 2016

City Council Work Session Meeting Minutes Dated September 27, 2016

DRAFT Curbside Recycling Contract

Resolution #17-07-165

Form Review

Inbox

Tim Gladhill

Kurt Ulrich

Form Started By: Chris Anderson

Reviewed By

Tim Gladhill

Kurt Ulrich

Date

07/06/2017 10:36 AM

07/06/2017 11:42 AM

Started On: 06/29/2017 03:37 PM

**CITY OF RAMSEY
CONTRACT FOR CURBSIDE RECYCLING SERVICES**

This agreement is made as of the 1st day of January, 2013, between the City of Ramsey, a Minnesota Municipal Corporation ("City"), and Ace Solid Waste, Inc a Minnesota corporation 6601 McKinley St. NW, Ramsey, MN ("Contractor").

The City and the Contractor agree as follows:

SECTION 1. PURPOSE

The purpose of this agreement is to establish a curbside Recycling Program for the collection of Recyclable Materials from residents of the City of Ramsey.

SECTION 2. DEFINITIONS

For purposes of this Contract, the following words and terms shall have the definitions given them by this section.

- A. "CITY ADMINISTRATOR" means the then duly appointed and qualified City Administrator of the City of Ramsey.
- B. "CONTAINER" means plastic wheeled carts with lids provided by and maintained by the Contractor in which Recyclable Materials can be stored and later placed at curbside for collection as specified by the City.
- C. "RECYCLING PROGRAM" means the collecting of all Recyclable Materials accumulated in Containers at Residential Properties located within the City and the transporting of the Recyclable Materials to a site where they can be processed for the marketplace as determined by the Contractor.
- D. "RECYCLABLE MATERIALS" means glass containers having no plastic, metal or other lids, plastic containers, tubs and lids, metal beverage and food cans, newspapers, corrugated cardboard, boxboard defined as cereal, cake, and chip boxes, paper cartons defined as juice, milk, soup and broth cartons, mixed mail, paperback books, magazines and phone books and other materials as mutually agreed by the City and Contractor.
- E. "RESIDENTIAL PROPERTY" means all single family and other residential dwelling units where a separate driveway and/or garage exists for each unit or group of units within City limits. Multi-unit apartment buildings and residential dwelling units above commercial businesses, which, for the purposes of this contract, are not defined as Residential Property, are specifically excluded from this contract.

- F. "SINGLE SORT RECYCLING" means residents may place all Recyclable Materials in the Container provided without sorting by type of material.

SECTION 3. SERVICES TO BE PERFORMED

- A. The Contractor shall collect at curbside all Recyclable Materials from every Residential Property in the City on an every other week schedule. The Contractor will inform the City of the current collection schedule and update the schedule if it changes. If the Contractor desires to change the collection day for any Residential Property, or group of properties, the request must be submitted in writing to the City. Changes in collection days cannot be made without advance approval of the City. The Contractor is responsible for educating residents of any day change with at least two education notices.
- B. The Contractor shall not be required to make regular collections on State of Minnesota legal holidays; provided, however, that collection shall occur on the routes reasonably in advance thereof or thereafter in the opinion of the City and Contractor so that the every other week schedule can be completed regardless of a holiday.
- C. The Contractor shall provide the following equipment and labor biannually for recycling days:
1. Roll-off boxes or equivalent as mutually agreed upon by the City and Contractor for the drop off of scrap metal and Recyclable Materials by City residents.
 2. All required labor for loading and removal of materials collected
 3. Trucking services for the delivery and removal of the roll-off boxes
- D. The Contractor will provide every Residential Property with a Container. Single family homes will receive a sixty-five (65) gallon size Container and each townhome will receive a thirty-five (35) gallon size Container. After ninety (90) days, residents may exchange their delivered Container with a smaller or larger Container based on their needs. Container exchanges for size are limited to once per year per resident.
- E. The Contractor will support Recycling Program promotion as follows:
1. When Containers are delivered for the Single Sort Recycling Program, the Contractor will include a printed flyer detailing and promoting the program.
 2. The Contractor, in conjunction with City, will develop a promotional program that includes a quarterly recycling participation contest and an "opt-in" e-mail address database for those residents who want to be kept informed on the latest recycling developments.

3. In order to help the City identify new recyclers, the Contractor will send a monthly "Cart Delivered" report to the City.
 4. All Containers delivered for recycling will have a printed education flyer attached to the lid outlining the details of the Recycling Program.
 5. The Contractor will meet with the City at least once every quarter to discuss and consider outreach and educational information and materials to promote recycling, target specific Recyclable Materials, and identify problem materials that are not acceptable.
- F. The Contractor will provide Containers or equivalent at the City's public works facility for delivery of Recyclable Materials collected by City employees in the City parks and at City events. Size of Containers and frequency of collection will match the need. Public "drop-off" will not be allowed.

SECTION 4. TERM OF CONTRACT

- A. The term of this Contract shall be January 1, 2013 through December 31, 2017 (the "Contract Term").
- B. This Contract may be renewed at the City's option. Any renewal shall be subject to mutual Contract amendments proposed by the City and/or the Contractor. The unit cost of the Recycling Program shall be negotiated by the City and the Contractor prior to the granting of the renewal. The City may, however, in its sole discretion, seek competitive bids for renewal, and in its discretion, select another Contractor.
- C. The City shall notify the Contractor a minimum of three (3) months prior to the Contract's termination if the City intends to request a renewal. If the Contractor intends to cease a provision of recycling services it shall notify the City at least six (6) months prior to the Contract's termination. If the Contractor notifies the City of its intent to cease a provision of recycling services, it shall not bid on the new Contract.

SECTION 5. PREPARATION FOR COLLECTION

- A. All occupants of Residential Properties in the City will be directed to prepare and store Recyclable Materials in a manner consistent with the Contractor's collection program.
- B. City residents will be advised that Containers in which Recyclable Materials have been stored must be placed on the boulevard area of the street in front of their residence for collection. Containers must be placed for collection by **6:30am** on the scheduled day of collection.
- C. All Recyclable Materials placed for collection shall be owned by, and be the responsibility of, the occupants of each Residential Property until said materials are handled by the Contractor. Upon handling of the Containers and Recyclable

Materials by the Contractor, the Recyclable Materials become the property and responsibility of the Contractor.

SECTION 6. CONTRACTOR'S EQUIPMENT

- A. All vehicles used by the Contractor in picking up the Recyclable Materials from the Residential Properties shall be painted and marked uniformly and shall be identified on both sides of the vehicle. Broom and shovel in good usable condition shall be placed and maintained on each vehicle.
- B. The Contractor shall make all collections of Recyclable Materials in vehicles with closed tops on the load portion so that contents will not spill or leak. All of the Contractor's receptacles and vehicles shall be kept clean and as free from offensive odors as possible and shall not be allowed to stand in any street or other place longer than is reasonably necessary to collect Recyclable Materials.
- C. The Contractor shall keep all equipment used in the performance of the work required by this Contract in good operating condition and in a clean, sanitary condition and shall thoroughly wash each vehicle at least twice each month or before each semi-monthly collection unless the same has not been used since the last washing. All of the Contractor's equipment is subject to periodic inspection by the City to assure that said vehicles and/or equipment are being maintained in a clean and sanitary condition.

SECTION 7. CONTRACTOR'S OPERATIONS

- A. The Contractor shall establish and maintain, in a location approved by the City Administrator, an office staffed and capable of accepting complaints and customer calls. The office shall be in service during the hours of 8:00 a.m. and 5:00 p.m. on all days of collection as specified herein. The address and telephone number of the office shall be given to the City in writing. Any changes in address and telephone number of the office shall be given to the City in writing at least ten (10) working days prior to such change.
- B. The Contractor shall collect curbside Recyclable Materials between the hours of 7:00am – 6:00pm or as mutually agreed upon by the Contractor and the City.
- C. Complaints on service will be taken and collected by the City in addition to those received at the Contractor's office. The City will notify the Contractor of all complaints it receives. The Contractor is responsible for all corrective actions. A record of all such complaints and the action taken thereon shall be kept by the Contractor and reported to the City's Community Development Department whenever requested. All complaints shall be answered by the Contractor courteously and promptly.

- D. The City shall notify the Contractor by 12:00 noon on the work day following the scheduled pick-up of all missed stops. The Contractor is required to service such locations before 5:00 p.m. on the date of notification.
- E. The Contractor's employees shall handle all Containers with reasonable care to avoid damage, shall replace all Containers in an upright position and shall immediately clean up and dispose of any Recyclable Materials which may have fallen out of a Container.
- F. The performance of the Contract shall be done by the Contractor with forces which are adequate to insure the satisfactory collection and disposal of the Recyclable Materials at all times. Contractor's failure to perform shall not be excused by adverse conditions of weather, breakdown and similar hindrances which on other work might be regarded as "acts of providence".
- G. The Contractor shall certify that the materials collected in the Recycling Program are delivered to a recycling processing center. Materials found to be landfilled will be in violation of City ordinance and will cause the Contractor to incur the penalties listed in the City's recycling ordinance.

SECTION 8. COMPENSATION

- A. The City will compensate the Contractor for the collection of Recyclable Materials from City residents at a rate of \$2.95 per month per Residential Property for the duration of the Contract.
- B. The number of Residential Properties will be updated not less than every calendar quarter and will be equal to the number of Residential Properties billed for participation in the Recycling Program through the City's utility billing system.
- C. The rate per Residential Property is fixed and cannot be changed without mutual agreement of both parties.

SECTION 9. FILING OF REPORTS

The Contractor shall submit a monthly summary describing the residents' participation rate, the quantity (tonnage) and kinds of all Recyclable Materials collected and the primary purchaser(s) of the Recyclable Materials. Monthly summaries shall be submitted no later than the 15th day of the month following the month for which the report is submitted.

SECTION 10. ACCESS TO RECORDS

The Contractor shall permit the City to review its books, documents, papers and records which are directly related to the performance of this Contract for the purpose of making an audit, and other examinations deemed necessary by the City.

SECTION 11. INSURANCE

Prior to the commencement of this Contract, the Contractor shall furnish the City with certificates or copies of the following policies of insurance, approved by the City Administrator, showing that such insurance is in force. All endorsements shall apply to both bodily injury or death and property damage coverage.

- A. Comprehensive general public liability insurance insuring against liability for bodily injury or death, in the sum of \$500,000 for any one person and in the sum of \$1,000,000 for two or more persons in the same occurrence, and for damages to property in the sum of \$500,000.
- B. Workers' compensation insurance and employers' liability insurance as required by law.
- C. Automobile liability and property damage insurance, including coverage for non-owned and hired vehicles, in limits as for comprehensive general public liability coverage stated above.

The City shall be named as an additional insured on the above policies, for coverage needed only for work, as specified in this Contract, which endorsement shall provide that coverage may not be terminated or changed by the insurer except upon 30 days' written notice to the City Administrator.

No policy shall contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the standard basic unamended and unendorsed form of policy, except that no exclusion will be permitted in any event if it conflicts with a coverage expressly required in this Contract, and in addition, no policy shall contain any exclusion from bodily injury to, or sickness, disease or death of any coverage under the contractual liability endorsement of the liability of the Contractor under this Contract. Compliance by the Contractor with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Contractor from liability assumed under any provisions of this Contract.

SECTION 12. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City and its officers, agents and employees from and against all claims, damages, losses or expenses, including attorney fees, for which it may be held liable, arising out of or resulting from the assertion against them of any claims, debts or obligations in consequence of the performance of this Contract by the Contractor, its employees, agents or subcontractors.

Nothing in this Contract shall be construed to create an employer/employee, partnership, joint venture, license or agency relationship between the parties hereto and neither party shall have the right or authority to bind the other in any manner. For purposes of this Contract, Contractor shall be deemed an "independent contractor" as defined by law. Contractor's employees shall not be entitled to any employment benefits given to City employees.

SECTION 13. TERMINATION

The City shall have the right to terminate this Contract prior to the expiration of its term if in the City's opinion, there has been a breach of its terms by the Contractor or if the City decides to change the way in which it provides for the refuse and recycling services.

SECTION 14. PENALTIES AND DAMAGES

- A. Failure by the Contractor to perform under this Contract, may result in its termination and/or claims by the City for damages.
- B. In the event of breach of this Contract by the Contractor, or proven negligence by the Contractor, the Contractor agrees to pay, in addition to the actual damages sustained by the City as a result thereof, the reasonable attorney's fees incurred by the City in pursuing any of its rights under this Contract.

SECTION 15. SUCCESSORS AND ASSIGNS

The Contractor binds itself, its successors, executors, administrators and assigns to the City in respect to all covenants of this Contract, except that the Contractor shall not assign or transfer any part of its interest in this Contract nor shall the Contractor assign any moneys due, or to become due, without the City's written consent.

SECTION 16. AMENDMENT, MODIFICATION OR WAIVER

No amendment, modification, or waiver of any condition, provision, or term of this Contract shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party or any default of another party shall not affect or impair any right arising from any subsequent default.

SECTION 17. SEVERABLE PROVISIONS

Each provision, section, sentence, clause, phrase, and word of this Contract is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

SECTION 18. ENTIRE CONTRACT

This Contract contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understanding between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Contract or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

CAPTIONS, HEADINGS OR TITLES

The representative of Ace Solid Waste, Inc., hereby acknowledges receipt of this Contract and has reviewed the conditions of this Contract and has agreed that they comply with the terms of this Contract.

ACE SOLID WASTE, INC.

By: ANDY SCHWEIZER
Its President

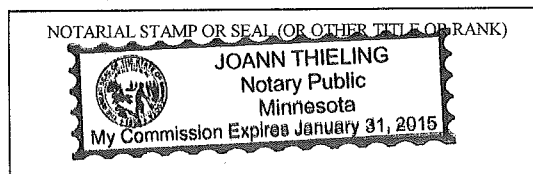
Attest: _____
By: Kurtis G. Ulrich
Its City Administrator

On this 16th day of October, 2012, before me, a Notary Public, personally appeared Bob Ramsey and Kurtis G. Ulrich, 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 Bob Ramsey and Kurtis G. Ulrich acknowledge said instrument to be the free act and deed of said Municipal Corporation.

ge said instrument to be the free act and deed



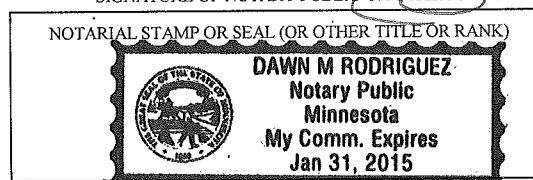
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL



STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 11 day of September, 12, before me, a Notary Public, personally appeared Andy Schweizer, the President of Ace Solid Waste, Inc., a Domestic Corporation under the laws of the State of Minnesota, on behalf of the corporation.


SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL



Recycling Program Background and Goals

The purpose of this document is to identify appropriate and achievable goals through a curbside recycling program. The City currently operates its curbside program through a contract with a hauler for every other week, single stream collection of recyclable materials. Under the current contract, recyclable materials include glass containers, plastic containers, tubs and lids, metal beverage and food cans, newspaper, corrugated cardboard, boxboard (e.g. cereal, cake and chip boxes), aseptic cartons (e.g. juice, milk, soup and broth cartons), mixed mail, paperback books, magazines and phone books. The current recycling charge per month, per household, is \$2.95.

The City's current recycling program services all single family homes and townhomes. Apartment complexes and the manufactured home park are considered as commercial and are not covered by this contract. Ramsey's population is approximately 25,828 people (U.S. Census Bureau 2015 data) and includes an estimated 8,500 households (2014 Metropolitan Council data).

Recycling across the state has 'plateaued' over the last decade or so, accounting for approximately forty-one percent (41%) of the total municipal solid waste stream. However, the Metropolitan Solid Waste Management Policy Plan 2010-2030 (MSWMPP 2010-2030) outlines objectives of a recycling rate of fifty-four percent to sixty percent (54-60%) by 2030. Accomplishing this objective will require a significant increase of materials recycled across the metropolitan area, including Ramsey. It is important to keep this objective in mind as goals of the local recycling program are identified.

While the City wants to find the most cost-effective way to implement the recycling program, cost alone should not be the only factor in this decision. Other factors may be just as important to ensure an efficient yet effective program. The following goals are intended to help guide the City as it contemplates its course of action with the current recycling contract set to expire at the end of 2017.

- **Maximize recovery of recyclable materials from residents of the community to ensure the City meets or exceeds the tonnage goal set by Anoka County**
 - Anoka County sets an annual tonnage goal for each municipality that is based on 175 pounds per person for multi-family units (five [5] or more units) and 195 pounds per person for up to four (4) units (these goals are set with the objective within the MSWMPP 2010-2030).
 - Easily measured, can track on a monthly basis from curbside reports, and then add in data from recycling events. Reports must be consistent and provide a breakdown of materials and weights (currently, monthly report from curbside program includes newspaper, cardboard, magazines, low grade paper, glass, plastic, aluminum cans, tin cans).
 - Also want to receive a "Special Materials" list monthly that includes other, non-standard recyclable items (mattresses/box springs, tv-large/tv-small, tires, appliances, etc.) that are incorporated into reporting to the County.
- **Improve and Enhance Marketing and Public Education to Improve Participation and Recovery Rates**
 - Program requirements (per annual Recycling Agreement with Anoka County) include at least one (1) promotion mailed to each household focused exclusively on the recycling program, one (1) promotion advertising recycling opportunities available for residents within the newsletter or local newspaper, and two (2) community outreach activities at municipal events to inform residents about recycling opportunities. Operating with a

Recycling Program Background and Goals

single recycling hauler simplifies this somewhat because the materials can more specific about acceptable and non-acceptable materials.

- City Staff has developed the Ramsey Recycler, which is a four (4) page, full color mailer that is sent to each household at least twice per year (spring and fall). City Staff also attempts to include information about recycling and the recycling program in the Ramsey Resident newsletter.
- City Staff also try to coordinate an interactive/educational program with students from Ramsey Elementary focusing on recycling and waste reduction.
- There are six (6) issues of the Ramsey Resident newsletter. Each issue should have information that focuses on recycling, waste reduction, and/or reuse.
- 'Refresh' recycling webpage with use of tool kits prepared by the Solid Waste Coordinating Board.
- **Maintain a High Level of Customer Service**
 - Strive for 100% customer satisfaction.
 - When complaints are received, contractor shall responsible for all corrective actions.
 - Contractor shall maintain a log of complaints and provide to the City on a monthly basis (would allow for a 'performance review') or upon request.
 - Contractor to correct all missed pick-ups by end of business day the day following scheduled service.
- **New Opportunities to Divert Materials from the Waste Stream to the Recycling Stream**
 - This is a critical element if the City wants to continue to meet or exceed the tonnage goals identified by the County. When stable markets become available for new materials to be recycled, such as food waste (organics), the City should take advantage of that opportunity and expand its program for residents. Likewise, any hauler working with the City would preferably have the same approach and be looking for opportunities for implementation as well. Examples could include:
 - Possibly a curbside or 'mobile' recycling event for electronics and appliances (maybe pay in advance and set out at curb on a designated day).
 - Opportunity for residents to 'add' organics to their recycling service (likely with an additional fee).
 - Consider providing an opportunity for Yard Waste drop-off.
- **Reduce the Number of Vehicle Trips on Residential Roads**
 - Based on most hauling operations within the metropolitan area, one (1) household *could* have up to four (4) different trucks servicing their property (different truck for garbage, recycling, yard waste, and organics). There are currently eight (8) licensed haulers in the city, which could *potentially* equate to thirty-two (32) trucks on a residential street if eight (8) households each had a different hauler. This adds a lot of extra vehicle trips to a neighborhood, has a greater impact on the lifespan of a street, and increases greenhouse gas emissions.

Cost Comparison of Recycling Contracts

City	Total Households	Frequency of Collection	Rate per Month	Notes
Fridley	9,195 ¹	Every Other Week	2016: \$2.51 2017: \$2.56 2018: \$2.61	
Spring Lake Park	2,641 ²	Every Other Week	SF: \$2.83, MF \$1.51	Includes 3% increase for years 2-5 of contract
Anoka	7,307 ³	Bi-Weekly	SF: \$2.90, MF: \$2.30	Contract rate is less (\$2.63 and \$1.97), but round up for administrative costs
Ramsey	8,551 ⁴	Every Other Week	\$2.95	Flat Rate

¹ Includes dwelling units 1-12 and manufactured homes, 13+ attached units considered commercial

² Includes single family, townhomes, manufactured homes, and apartments

³ 4,765 SF, 2,542 MF

⁴ Includes all SF and townhomes. Does not include apartment complexes or manufactured homes.

Additional notes from Anoka:

- Contract does not include organics (their hauler does not offer it)
- Contract does not include yard waste
- Additional carts are free for residents
- Contract includes city buildings
- Contract includes personnel and equipment for curbside materials and scrap metal at recycling events.
- Contract includes parks recycling service (city staff collect materials from parks and bring to designated collection points)

5.02: Consider Goals of Recycling Program

City Planner Anderson presented the staff report, noting the City is in year four of a five-year contract with Ace Solid Waste for curbside collection of recyclable materials. The purpose of this case is to review the goals developed related to the City's recycling program and discuss policy direction once the current contract expires. The focus is on the City's current organized curbside recycling contract and does not contemplate extending organized collection into solid waste disposal.

City Planner Anderson described three options: enter into negotiations with the current service provider to extend the contract; prepare a Request for Proposal (RFP) for competitive bids for curbside collection of recyclables; or migrate to an open hauling system.

City Planner Anderson noted that last month, the Board discussed several goals including maximizing recyclable materials covered, public education and marketing, customer service, and expanding the program to include new materials. Based on that discussion, staff drafted a document to address these objectives and also provide basic background information about the community, current recycling program, and County/State recycling objectives through 2030. City Planner Anderson read the list of program goals.

Board Member Anderson asked whether these goals would be placed into an RFP process.

City Planner Anderson answered in the affirmative, indicating the goals could be included in an RFP to define what the City wants to accomplish in the contract if the City opted to issue an RFP.

Board Member Hiatt stated 90% of residents participate in the recycling program and with that in mind, he thinks a higher priority should be to improve recycling quantity for those 90% instead of trying to capture the remaining 10%, which may be difficult to do.

City Planner Anderson agreed that the City will find more success by providing more education for the 90% who already actively recycle about all the different materials that can be recycled.

Board Member Hiatt noted the staff report already addresses broadening the recycling program.

Board Member Anderson asked about the organics program.

City Planner Anderson explained that haulers who offer organics typically use separate trucks from the yard waste, which increases the number of vehicle trips. He described how organics programs are organized and collected.

Board Member Anderson stated some residents don't want to have a third container.

City Planner Anderson stated at a recent joint City Council and Planning Commission meeting, the issue of organics was raised and there seemed to be general consensus for staff to work with the Board on how organics could be approached. Options include a curbside program and/or opportunities for a small scale collection point, such as at a park.

Board Member Hiatt asked whether the waste hauling industry is set up to handle organics.

City Planner Anderson stated that not all haulers are but the industry is evolving and he thinks for the City to meet State set goals, Ramsey will eventually need to have an organics program as it is recyclable and a large component of the waste stream.

Chairperson Stodola asked why organics can't be disposed of with yard waste.

City Planner Anderson stated he does not necessarily know but it may have to do with the proper mixing and ratios of browns and greens to create compost.

Board Member Anderson asked if the topic of organics can be introduced through the City's newsletter to provide pre-education.

Board Member Hiatt stated he talked with his neighbors who indicated they want to keep down the level of truck traffic on their street. Another issue is to provide quality service, which he thinks is being provided by Ace Solid Waste. He felt organics may be a long-term goal rather than a short-term goal.

City Planner Anderson reviewed the past contract terms and recommended not going beyond a five-year term as this industry is evolving. He stated the Board also asked him how Ramsey's contract rates compared with other communities, which is included in the case report. He explained why this contract has proven to be beneficial over its term.

Chairperson Stodola asked if other cities are offering organics collection.

City Planner Anderson described Elk River's organics program.

Board Member Hiatt agreed a step in that direction is needed and suggested building the development of an organics program (education, pilot project) into an RFP.

City Planner Anderson stated there is time to develop program specifics such as education.

Board Member Anderson stated it would be interesting and helpful to get feedback from those already in an organics program relating to perceived benefit.

City Planner Anderson stated that type of information would identify whether there are issues that need to be addressed to make the program more successful and give an idea on the level of participation.

City Planner Anderson asked if there had been general Board consensus that a contracted service was supported over open hauling. The Environmental Policy Board confirmed that was its consensus.

City Planner Anderson stated then the next step would be to consider a recommendation as to whether the City should attempt to directly negotiate with its current hauler for a new contract or develop an RFP for competitive bids.

Chairperson Stodola stated Ace Solid Waste has done a good job so he would suggest staff start negotiations with them including whether they would offer a residential organics program.

Board Member Hiatt supported accepting the goals drafted by City Planner Anderson, using them as a guideline, and to authorize staff to start negotiation with the present provider as they have done a good job.

Motion by Board Member Hiatt and seconded by Board Member Bernard to accept the goals as drafted by City Planner Anderson and detailed in the case report.

Motion carried. Voting Yes: Chairperson Stodola, Board Members Hiatt, Bernard, Anderson, and Trossen. Voting No: None. Absent: Board Members Covart and Valentine.

Board Member Trossen also supported negotiating with Ace Solid Waste as they have been a good service provider.

Motion by Chairperson Stodola and seconded by Board Member Trossen to recommend the City Council direct staff to negotiate a recycling contracted service with the current hauler.

Motion carried. Voting Yes: Chairperson Stodola, Board Members Trossen, Anderson, Bernard, and Hiatt. Voting No: None. Absent: Board Members Covart and Valentine.

2.01: Review Status of the City's Curbside Recycling Contract

City Planner Anderson reviewed the staff report.

Councilmember Williams arrived 5:35 p.m.

Councilmember Shryock commented that the City is doing well with participation rates and the service seems to be going well, therefore she would support the recommendation from the EPB to negotiate with Ace Solid Waste.

Councilmember Kuzma stated that he does not remember there ever being an issue, as a Councilmember, or resident and therefore would also support continuing the program with Ace.

Councilmember Johns agreed that she also likes the current service and the ability for single-sort that Ace provides.

Councilmember LeTourneau stated that staff did a cost comparison which does not look like the prices were that far out of line. He suggested that perhaps through negotiations staff can attempt to obtain a slightly better rate. He believed that it is important for the City to support a local provider that has a good working history with the City. He also supported the recommendation of the EPB.

Mayor Strommen stated that she also liked to see the cost comparison in lieu of the RFP process.

The consensus of the Council was to support the recommendation from the EPB to continue the recycling program through a contracted service, and direct staff to initiate negotiations with the current hauler, Ace Solid Waste, on a new contract.

Councilmember LeTourneau thanked the EPB for their work on this matter.

**CITY OF RAMSEY
CONTRACT FOR CURBSIDE RECYCLING SERVICES**

This agreement is made as of the 1st day of January, 2018, between the City of Ramsey, a Minnesota municipal corporation located at 7550 Sunwood Drive, Ramsey, MN 55303 (“City”), and Ace Solid Waste, Inc a Minnesota corporation located at 6601 McKinley St. N.W., Ramsey, MN 55303 (“Contractor”).

The City and the Contractor agree as follows:

SECTION 1. PURPOSE

The purpose of this agreement is to establish a curbside Recycling Program for the collection of Recyclable Materials from residents of the City of Ramsey.

SECTION 2. DEFINITIONS

For purposes of this Contract, the following words and terms shall have the definitions given them by this section.

- A. “CITY ADMINISTRATOR” means the then duly appointed and qualified City Administrator of the City of Ramsey.
- B. “CONTAINER” means plastic wheeled carts with lids provided by and maintained by the Contractor in which Recyclable Materials can be stored and later placed at curbside for collection as specified by the City.
- C. “EXCLUDED WASTE” means any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations.
- D. “RECYCLING PROGRAM” means the collecting of all Recyclable Materials accumulated in Containers at Residential Properties located within the City and the transporting of the Recyclable Materials to a site where they can be processed for the marketplace as determined by the Contractor.
- E. “RECYCLABLE MATERIALS” means glass containers having no plastic, metal or other lids, plastic containers, tubs and lids, metal beverage and food cans, newspapers, corrugated cardboard, boxboard defined as cereal, cake, and chip boxes, paper cartons defined as juice, milk, soup and broth cartons, mixed mail, paperback books, magazines and phone books and other materials as mutually agreed by the City and Contractor.
- F. “RESIDENTIAL PROPERTY” means all single family and other residential dwelling units where a separate driveway and/or garage exists for each unit or group of units within City limits. Multi-unit apartment buildings and residential dwelling

units above commercial businesses, which, for the purposes of this contract, are not defined as Residential Property, are specifically excluded from this contract.

- G. "SINGLE SORT RECYCLING" means residents may place all Recyclable Materials in the Container provided without sorting by type of material.

SECTION 3. SERVICES TO BE PERFORMED

- A. For recycling purposes, the City is divided into two collection areas: the east side and west side. The dividing line is Sunfish Lake Boulevard and Nowthen Boulevard. The Contractor shall collect at curbside all Recyclable Materials from every Residential Property in the City on an every other week schedule, with the east side collected one week and the west side collected the next week. The Contractor will inform the City of the current collection schedule and update the schedule if it changes. If the Contractor desires to change the collection day for any Residential Property, or group of properties, the request must be submitted in writing to the City. Changes in collection days cannot be made without advance approval of the City. The Contractor is responsible for educating residents of any day change with at least two education notices.
- B. The Contractor shall not be required to make regular collections on State of Minnesota legal holidays; provided, however, that collection shall occur on the routes reasonably in advance thereof or thereafter in the opinion of the City and Contractor so that the every other week schedule can be completed regardless of a holiday.
- C. The Contractor shall provide the following equipment and labor biannually for recycling events:
1. Roll-off boxes or equivalent as mutually agreed upon by the City and Contractor for the drop off of scrap metal and Recyclable Materials by City residents.
 2. All required labor for loading and removal of materials collected
 3. Trucking services for the delivery and removal of the roll-off boxes
- D. The Contractor will provide every Residential Property with a Container. Single family homes will receive a sixty-five (65) gallon size Container and each townhome will receive a thirty-five (35) gallon size Container. After ninety (90) days, residents may exchange their delivered Container with a smaller or larger Container based on their needs. Container exchanges for size are limited to once per year per resident.
1. The Contractor shall provide a second Container to a Residential Property upon request at no cost as long as the Residential Property already has the largest available Container size.
- E. The Contractor will support Recycling Program promotion as follows:

1. When Containers are delivered for the Single Sort Recycling Program, the Contractor will include a printed flyer detailing and promoting the program.
 2. The Contractor, in conjunction with City, will develop a promotional program that includes a quarterly recycling participation contest and an “opt-in” e-mail address database for those residents who want to be kept informed on the latest recycling developments.
 3. In order to help the City identify new recyclers, the Contractor will send a monthly “Cart Delivered” report to the City.
 4. All Containers delivered for recycling will have a printed education flyer attached to the lid outlining the details of the Recycling Program.
 5. The Contractor will meet with the City at least once every quarter to discuss and consider outreach and educational information and materials to promote recycling, target specific Recyclable Materials, and identify problem materials that are not acceptable.
 - a. Contractor shall assist with preparation of articles for inclusion in the City’s bi-monthly newsletter and the Ramsey Recycler publication. Articles shall focus on seasonal problem materials and/or seasonal increases in certain Recyclable Materials and other topics that will help improve tonnage and participation and reduce contamination.
- F. The Contractor will provide Containers or equivalent at the City’s public works facility for delivery of Recyclable Materials collected by City employees in the City parks and at City events. Size of Containers and frequency of collection will match the need. Public “drop-off” will not be allowed.
- G. The Contractor shall work with the City to develop and implement new programs and pilot projects to help increase tonnage and participation in the Recycling Program. Examples may include:
1. Expanding the list of Recyclable Materials.
 2. Providing equipment for additional drop-off opportunities (e.g. additional cardboard over holidays, organics collection, yard waste collection in the fall, etc.)
 3. Working with the City to provide additional curbside pick-up services (e.g. City-wide curbside appliance and/or electronics collection).
- H. Notwithstanding any other term contained herein, the Contractor shall have no obligation to collect any waste which is, or which the Contractor reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with resident/generator of such Excluded Waste, even if the Contractor inadvertently collects and disposes of such Excluded Waste. If the Contractor finds what reasonably appears to be discarded Excluded Waste, the Contractor shall notify the resident/business/generator, if such can be determined, that the Contractor may not lawfully collect such Excluded Waste and leave a tag specifying the nearest location available for appropriate disposal.

SECTION 4. TERM OF CONTRACT

- A. The term of this Contract shall be January 1, 2018 through December 31, 2020 (the "Contract Term").
- B. This Contract may be renewed at the City's option. Any renewal shall be subject to mutual Contract amendments proposed by the City and/or the Contractor. The unit cost of the Recycling Program shall be negotiated by the City and the Contractor prior to the granting of the renewal. The City may, however, in its sole discretion, seek competitive bids for renewal, and in its discretion, select another Contractor.
- C. The City shall notify the Contractor a minimum of three (3) months prior to the Contract's termination if the City intends to request a renewal. If the Contractor does not intend to renew this Contract, it shall notify the City at least six (6) months prior to the Contract's termination. If the Contractor notifies the City of its intent not to renew this Contract, it shall not bid on the new Contract.

SECTION 5. PREPARATION FOR COLLECTION

- A. All occupants of Residential Properties in the City will be directed to prepare and store Recyclable Materials in a manner consistent with the Contractor's collection program.
- B. City residents will be advised that Containers in which Recyclable Materials have been stored must be placed on the boulevard area of the street in front of their residence for collection. Containers must be placed for collection by **6:30 a.m.** on the scheduled day of collection.
- C. All Recyclable Materials placed for collection shall be owned by, and be the responsibility of, the occupants of each Residential Property until said materials are handled by the Contractor. Upon handling of the Containers and Recyclable Materials by the Contractor, the Recyclable Materials become the property and responsibility of the Contractor.

SECTION 6. CONTRACTOR'S EQUIPMENT

- A. All vehicles used by the Contractor in picking up the Recyclable Materials from the Residential Properties shall be painted and marked uniformly and shall be identified on both sides of the vehicle. Broom and shovel in good usable condition shall be placed and maintained on each vehicle.
- B. The Contractor shall make all collections of Recyclable Materials in vehicles with closed tops on the load portion so that contents will not spill or leak. All of the Contractor's receptacles and vehicles shall be kept clean and as free from offensive

odors as possible and shall not be allowed to stand in any street or other place longer than is reasonably necessary to collect Recyclable Materials.

- C. The Contractor shall keep all equipment used in the performance of the work required by this Contract in good operating condition and in a clean, sanitary condition and shall thoroughly wash each vehicle at least twice each month or before each semi-monthly collection unless the same has not been used since the last washing. All of the Contractor's equipment is subject to periodic inspection by the City to assure that said vehicles and/or equipment are being maintained in a clean and sanitary condition.

SECTION 7. CONTRACTOR'S OPERATIONS

- A. The Contractor shall establish and maintain, in a location approved by the City Administrator, an office staffed and capable of accepting complaints and customer calls. The office shall be in service during the hours of 8:00 a.m. to 5:00 p.m. on all days of collection as specified herein. The address and telephone number of the office shall be given to the City in writing. Any changes in address and telephone number of the office shall be given to the City in writing at least ten (10) working days prior to such change.
- B. The Contractor shall collect curbside Recyclable Materials between the hours of 7:00am and 6:00pm or as mutually agreed upon by the Contractor and the City.
- C. Complaints on service will be taken and collected by the City in addition to those received at the Contractor's office. The City will notify the Contractor of all complaints it receives. The Contractor is responsible for all corrective actions. A record of all such complaints and the action taken thereon shall be kept by the Contractor and reported to the City's Community Development Department whenever requested. All complaints shall be answered by the Contractor courteously and promptly.
- D. The City shall notify the Contractor by 12:00 noon on the work day following the scheduled pick-up of all missed stops. The Contractor is required to service such locations before 5:00 p.m. on the date of notification.
- E. The Contractor's employees shall handle all Containers with reasonable care to avoid damage, shall replace all Containers in an upright position and shall immediately clean up and dispose of any Recyclable Materials which may have fallen out of a Container.
- F. The performance of the Contract shall be done by the Contractor with forces adequate to insure the satisfactory collection and disposal of the Recyclable Materials at all times. Contractor's failure to perform shall not be excused by adverse conditions of weather, breakdown and similar hindrances, including those caused by force majeure.

- G. The Contractor shall certify that the materials collected in the Recycling Program are delivered to a recycling processing center. Materials found to be landfilled are in violation of City ordinance and will cause the Contractor to incur the penalties listed in the City's recycling ordinance.

SECTION 8. COMPENSATION

- A. The City will compensate the Contractor for the collection of Recyclable Materials from City residents at a rate of \$2.95 per month per Residential Property for the duration of the Contract. The City shall make payment to the Contractor by the 20th day of each month for the charges incurred during the immediately preceding month.
- B. The number of Residential Properties will be updated not less than every calendar quarter and will be equal to the number of Residential Properties billed for participation in the Recycling Program through the City's utility billing system.
- C. The monthly rate per Residential Property is fixed and cannot be changed without mutual agreement of both parties.

SECTION 9. FILING OF REPORTS

The Contractor shall submit a monthly summary describing the residents' participation rate, the quantity (tonnage) and kinds of all Recyclable Materials collected and the primary purchaser(s) of the Recyclable Materials. Monthly summaries shall be submitted to the City's Recycling Coordinator, either electronically or via mail, no later than the 15th day of the month following the month for which the report is submitted.

SECTION 10. ACCESS TO RECORDS

The Contractor shall permit the City to review its books, documents, papers and records that are directly related to the performance of this Contract for the purpose of making an audit, and other examinations deemed necessary by the City.

SECTION 11. INSURANCE

Prior to the commencement of this Contract, the Contractor shall furnish the City with certificates or copies of the following policies of insurance, approved by the City Administrator, showing that such insurance is in force. All endorsements shall apply to both bodily injury or death and property damage coverage.

- A. Comprehensive general public liability insurance insuring against liability for bodily injury or death, in the sum of \$500,000 for any one person and in the sum of \$1,000,000 for two or more persons in the same occurrence, and for damages to property in the sum of \$500,000.
- B. Workers' compensation insurance and employers' liability insurance as required

by law.

- C. Automobile liability and property damage insurance, including coverage for non-owned and hired vehicles, in limits as for comprehensive general public liability coverage stated above.

The City shall be named as an additional insured on the above policies, for coverage needed only for work, as specified in this Contract. The Contractor shall provide the City with thirty (30) days' written notice prior to any cancellation or termination of any of the insurance policies required hereunder.

No policy shall contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the standard basic unamended and unendorsed form of policy, except that no exclusion will be permitted in any event if it conflicts with a coverage expressly required in this Contract, and in addition, no policy shall contain any exclusion from bodily injury to, or sickness, disease or death of any coverage under the contractual liability endorsement of the liability of the Contractor under this Contract. Compliance by the Contractor with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Contractor from liability assumed under any provisions of this Contract.

SECTION 12. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City and its officers, agents and employees from and against all claims, damages, losses or expenses, including attorney fees, for which it may be held liable, arising out of or resulting from the assertion against them of any claims, debts or obligations in consequence of the performance of this Contract by the Contractor, its employees, agents or subcontractors. Notwithstanding anything contained herein to the contrary, the Contractor shall have no obligation to indemnify the City, or any of the City's subsidiaries, affiliates, or related companies, or any of their respective employees, agents, representatives, officers, managers, contractors, or subcontractors, or any other party, to the extent any claims, suits, actions, losses, damages, liabilities, costs or expenses arise out of: (i) the negligence or willful misconduct of the City, or any of the City's officials, employees, agents, representatives, officers, managers, contractors, or subcontractors, or any other party, (ii) the City's breach of any of the terms, conditions, representations, or warranties contained in this Contract, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by the City, or any of the City's officials, employees, agents, representatives, officers, managers, contractors, or subcontractors, or any other party.

Nothing in this Contract shall be construed to create an employer/employee, partnership, joint venture, license or agency relationship between the parties hereto and neither party shall have the right or authority to bind the other in any manner. For purposes of this Contract, Contractor shall be deemed an "independent contractor" as defined by law. Contractor's employees shall not be entitled to any employment benefits given to City employees.

SECTION 13. TERMINATION

If during the Term of this Contract either party shall be in breach of any provision of this Contract,

the other party may suspend its performance hereunder until such breach has been cured or terminate this Contract; provided, however, that no termination of this Contract shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Contract by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

SECTION 14. PENALTIES AND DAMAGES

- A. Failure by the Contractor to perform under this Contract, may result in its termination and/or claims by the City for damages.
- B. In the event of breach of this Contract by the Contractor, or proven negligence by the Contractor, the Contractor agrees to pay, in addition to the actual damages sustained by the City as a result thereof, the reasonable attorney's fees incurred by the City in pursuing any of its rights under this Contract.

SECTION 15. SUCCESSORS AND ASSIGNS

The Contractor binds itself, its successors, executors, administrators and assigns to the City in respect to all covenants of this Contract, except that the Contractor shall not assign or transfer any part of its interest in this Contract nor shall the Contractor assign any moneys due, or to become due, without the City's written consent.

SECTION 16. AMENDMENT, MODIFICATION OR WAIVER

No amendment, modification, or waiver of any condition, provision, or term of this Contract shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party or any default of another party shall not affect or impair any right arising from any subsequent default.

SECTION 17. SEVERABLE PROVISIONS

Each provision, section, sentence, clause, phrase, and word of this Contract is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

SECTION 18. ENTIRE CONTRACT

This Contract contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understanding between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Contract or unless mutually agreed to in writing between the parties

hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

SECTION 19. CAPTIONS, HEADINGS OR TITLES

All captions, headings or titles in the paragraphs or sections of this Contract are inserted for convenience of reference only and shall not constitute a part of this Contract as a limitation of the scope of the particular paragraphs or sections to which they apply.

DRAFT

The representative of Ace Solid Waste, Inc., hereby acknowledges receipt of this Contract and has reviewed the conditions of this Contract and has agreed that they comply with the terms of this Contract.

CITY OF RAMSEY, MINNESOTA

ACE SOLID WASTE, INC.

By: _____
Sarah Strommen
Its Mayor

By: _____
Its: _____

Attest:

By: _____
Kurtis G. Ulrich
Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, _____, before me, a Notary Public, personally appeared Sarah Strommen and Kurtis G. Ulrich, 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 Sarah Strommen and Kurtis G. Ulrich acknowledge said instrument to be the free act and deed of said Municipal Corporation.

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, _____, before me, a Notary Public, personally appeared _____, the _____ of Ace Solid Waste, Inc., a Domestic Corporation under the laws of the State of Minnesota, on behalf of the corporation.

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

DRAFT

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

RESOLUTION #17-07-165

RESOLUTION TO ENTER INTO A THREE (3) YEAR CURBSIDE RECYCLING CONTRACT WITH ACE SOLID WASTE INC.

WHEREAS, the City currently has a contract with ACE Solid Waste, Inc. for the curbside collection of residential recyclables that is set to terminate at the end of 2017; and

WHEREAS, in June of 2016, the Environmental Policy Board (EPB) developed goals for the City's recycling program; and

WHEREAS, in July of 2016, the EPB recommended that the City continue to provide recycling through a contracted service and that the City negotiate a new contract with ACE Solid Waste, Inc. for this service; and

WHEREAS, in September of 2016, the City Council supported the EPB's recommendation and directed City Staff to negotiate a new curbside recycling contract with ACE Solid Waste, Inc.

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

- 1) That the Mayor and City Administrator are hereby authorized execute a new three (3) year contract for curbside recycling services with ACE Solid Waste, Inc. for 2018-2020.

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

and the following voted against the same:

and the following abstained:

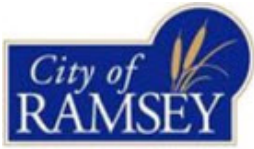
and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of July, 2017.

Mayor

ATTEST:

City Clerk



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

CC Regular Session

7.2.

Meeting Date: 07/11/2017

By: Chris Anderson, Community
Development

Information

Title:

Report on Yard Waste Disposal Options

Purpose/Background:

During Citizen Input at the June 23, 2017 City Council meeting, a concern was raised regarding options for disposal of yard waste in Anoka County. The purpose of this report is to simply outline what current opportunities exist for residents of Ramsey.

Contracted Service

Most, if not all, of the garbage haulers licensed to operate in Ramsey offer a subscription yard waste service during the summer months. Residents can check with their hauler for applicable rates, program details, etc. This service typically includes a cart similar to the recycling and garbage carts that is specifically intended for yard waste (grass clippings, leaves, brush) and scheduled collection days.

County Compost Sites

Anoka County does operate two (2) compost sites in Coon Rapids and Lino Lakes. Both facilities are now open year round (only on Saturdays December-March). There is no charge for up to four (4) cubic yards (generally considered to be about the area of a standard bed of a pick-up truck) of leaves, grass and other non-woody yard waste. There is a fee charged for more than four (4) cubic yards ranging from \$5.00 (5-8 cubic yards) up to \$20.00 (17-20 cubic yards). Woody debris, such as branches, trunks, and logs are also accepted for a fee that ranges from \$6.00 per cubic yard (branches/trunks/logs six [6] inches or less in diameter) up to \$20.00 per cubic yard (branches/trunks/logs eighteen [18] inches or greater in size). Stumps are also accepted for a fee ranging from \$20.00 per cubic yard up to \$40.00 per cubic yard depending on stump diameter.

Potential Local Option

In recent years, the state of MN has amended the permitting requirements to exempt small scale composting sites from the permitting standards. Small scale is defined as less than forty (40) cubic yards on site at any given time. Thus, if the City desired, it could provide a local yard waste drop-off opportunity for the community as long as it remained under the small scale threshold. At this time though, there is neither the space nor the staffing resources to provide this service (and spacing will be even more limited should portions of the public works campus be developed). However, the City has had preliminary discussions with ACE Solid Waste about potentially having a dumpster placed at the Public Works campus during the fall for more convenient leaf and pumpkin disposal. This is only conceptual at this time and once again, details such as spacing and monitoring have not been determined to know if it is even feasible.

Funding Source:

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

Recommendation:

Staff has no recommendation as this is for informational purposes only.

Action:

No action is necessary as this is for informational purposes only.

AttachmentsAnoka County Compost Site Information

Form Review**Inbox**

Tim Gladhill

Kurt Ulrich

Form Started By: Chris Anderson

Final Approval Date: 07/06/2017

Reviewed By

Tim Gladhill

Kurt Ulrich

Date

07/06/2017 10:37 AM

07/06/2017 11:45 AM

Started On: 07/05/2017 05:06 PM

Compost Sites

Organics are now being collected in a separate container at the compost sites. [Learn more](#) about the program. Residents are encouraged to sign up for the program to receive information on how to get started. To sign up, complete our [on-line form](#).

Bunker Hills, Coon Rapids

Location

13285 Hanson Blvd NW, Coon Rapids, MN 55448
One mile north of CSAH 14 (Main Street)
Turn east at stop light intersection of 133rd Ave and Hanson Blvd. Compost site is one mile east of Hanson Blvd on 133rd Ave. Watch for directional signs at Hanson Blvd and 133rd Ave.

[See a map](#) | [Get driving directions](#)

Site Phone:

To contact the Bunker Hills site directly call 763-767-7964. Contact sites directly for product availability.

Hours of Operation

April - November, weather permitting

Monday - Friday: 10 a.m. - 7 p.m.

Saturday: 9 a.m. - 5 p.m.

Sunday: Noon - 5 p.m.

December - March, weather permitting

Saturday: 9 a.m. - 1 p.m. ONLY

Closed Easter Sunday, Memorial Day (observed),
Independence Day, Labor Day, Thanksgiving

Rice Creek, Lino Lakes

Location

7701 Main St, Lino Lakes, MN 55038
South of 35W off CSAH 14 (Main Street)
There is no exit from 35W to County Road 14. Use the Lake Drive (CSAH 23) exit from 35W and take Lake Drive north to Main Street. Use entrance to Wargo Nature Center.

[See a map](#) | [Get driving directions](#)

Site Phone:

To contact the Rice Creek site directly call 651-429-3723. Contact sites directly for product availability.

Hours of Operation

April - November, weather permitting

Monday: closed

Tuesday: 10 a.m. - 7 p.m.

Wednesday: closed

Thursday: 10 a.m. - 7 p.m.

Friday: closed

Saturday: 9 a.m. - 5 p.m.

Sunday: Noon - 5 p.m.

December - March, weather permitting

Saturday: 9 a.m. - 1 p.m. ONLY

Closed Easter Sunday, Independence Day, Thanksgiving

*** Sunset Closing Hours**

Starting at the end of September, sunset occurs before 7 p.m. The compost sites are not equipped with lights. For the safety of our workers and customers we cannot allow access to the site after sunset. Please allow at least 15 minutes before closing time to pay for and unload your yard waste.

Materials Accepted**Leaves, Grass, and Non-Woody Yard Waste**

The following materials are considered leaves, grass and other non-woody yard waste: acorns, garden waste, grass clippings, leaves, pine cones and needles, sod (residential quantities), soft-bodied green plants, and weeds. Leaves and grass must be debagged.

Tree Waste

The following materials are considered tree waste: brush, evergreen boughs, logs, shrub trimmings, stumps. The price depends on the size and amount of the material. The loads are measured to determine the quantity that is being dropped off. Tree waste may be loose or bundled. The more compact you make your load, the lower the fee.

Organics

There is no charge for county residents to drop off organic waste. Materials accepted include food scraps, non-recyclable uncoated paper, and compostable products certified by the Biodegradable Products Institute (BPI).

[Click here to sign up for the program](#) and for a full list of accepted items.

*Please unload and debag all yard/tree waste and bring all bags/containers home. Even paper or other compostable bags need to be debagged and brought home. Reusable alternatives to bags that work well are plastic garbage cans or tarps.

Fees:

- **Bunker Hills Site - Accepts cash, credit and debit card payments.**
- **Rice Creek Site - Accepts cash payments only.**
- **You must show proof of residency.**

1 cubic yard = approximately 5-8 yard waste bags.

Leaves, Grass and Non-Woody Yard Waste Fees

Cubic Yards	Fee
0-4 cu yd	No Charge
5-8 cu yd	\$ 5.00
9-12 cu yd	\$ 10.00
13-16 cu yd	\$ 15.00
17-20 cu yd	\$ 20.00

Tree Waste Fees

Description	Fee
Branches/trunks/logs, 6 in. or less in diameter	\$6/cubic yard
Branches/trunks/logs, 6 -18 in. in diameter	\$10/cubic yard
Branches/trunks/logs, 18 in.+ in diameter	\$20/cubic yard
Stumps, 1-36 in. in diameter	\$40/cubic yard
Stumps, 36 in.+ in diameter	\$60/cubic yard

Description	Fee
Dirty loads, loads with materials mixed together	\$20/cubic yard
Christmas trees (decorations removed)	No Charge
Christmas wreaths	\$5.00/wreath

Compost Availability

Compost and mulch will not be available for sale December through March. April through November, when available, finished compost may be picked up on a first come, first served basis (non-commercial use only). Contact sites directly for product availability. Be sure to bring your own containers and shovel.

MISSION STATEMENT:

The mission of Anoka County is to serve citizens in a respectful, innovative, and fiscally responsible manner.

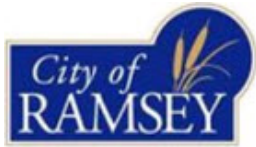
Anoka County, Minnesota
2100 3rd Ave. | Anoka, MN 55303
Ph: 763-421-4760 (switchboard)
Ph: 763-323-5289 (TTY)
[Feedback?](#)

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FAQs

- [How do I search for a person in custody in Anoka County \(workhouse or jail\)?](#)
- [How do I look up property information?](#)
- [How do I renew my driver's license?](#)
- [How do I apply for a job with Anoka County?](#)
- [How do I recycle?](#)
- [How do I find licensed family child care in Anoka County?](#)



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

CC Regular Session

7.3.

Meeting Date: 07/11/2017

By: Tim Gladhill, Community Development

Information

Title:

Adopt Resolution #17-07-176 Approving Tree Clearing and Grading Agreement for Bunker Lake Industrial Park; Case of PSD, LLC

Purpose/Background:

Updated July 7, 2017

PSD, LLC, Developer of the Bunker Lake Industrial Park has requested an advanced start on site preparation for this future business park. The Developer has asked that the following site preparation activities be allowed to commence in advance of full site plan approval.

1. Tree Clearing
2. Mass Grading

Both activities seem reasonable based on the plan set provided. The City has allowed these advanced activities in the past for multiple other developments.

Notification:

Notification is not required for this step. However, Staff has attempted to notify all Property Owners within 700 feet of the Property via Standard US Mail. The Planning Commission reviewed the Sketch Plan on July 6, 2017. There was no public comment.

Observations/Alternatives:

The request is fairly straight forward. The preliminary site preparation is a standard activity regardless of Site Plan Approval and Building Permit Approval. This step simply allows for mass grading to bring the site to a more pad-ready development state, including soil corrections/import/export.

Please note that the tree removal threshold in the Tree Preservation does require some replacement. The proposed grading plan does propose to remove all existing tree cover in order to accomplish the desired grading and pad sites. There are a number of significant trees as defined by City Code planned to be removed. Staff assumes that the proposed landscape plan will satisfy the replacement requirement. Staff also notes that the Developer could address the replacement standard through the specified contribution to the Community Forestry Fund as an alternative.

Both activities require the approval of the Lower Rum River Watershed Management Organization (LRRWMO), at least in part. The City's past practice is to approve tree clearing and grading together due to WMO and City regulations.

By accepting this preliminary approval, the Developer shall acknowledge that this review is not a complete and full review of the project and that the City accepts no liability for perceived changes to plans based on code compliance. Of particular note, Staff clarifies that the City has not reviewed compliance with stormwater regulations, which can

have a significant impact on the grading plan including soil import and export. This can have a significant impact on the project pro-forma.

Funding Source:

All costs associated with processing the Application are the responsibility of the Developer.

Recommendation:

Staff recommends approval of the Tree Clearing and Preliminary Grading Agreement. The Planning Commission has indicated general support through Sketch Plan Review on July 6, 2017.

Action:

Motion to approve Tree Clearing and Grading Agreement for Bunker Lake Industrial Park.

Attachments

Site Location Map

Grading Plans

Agreement

Resolution #17-07-176

Form Review

Inbox

Kurt Ulrich

Form Started By: Tim Gladhill

Final Approval Date: 07/07/2017

Reviewed By

Kurt Ulrich

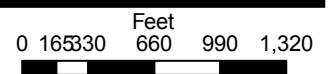
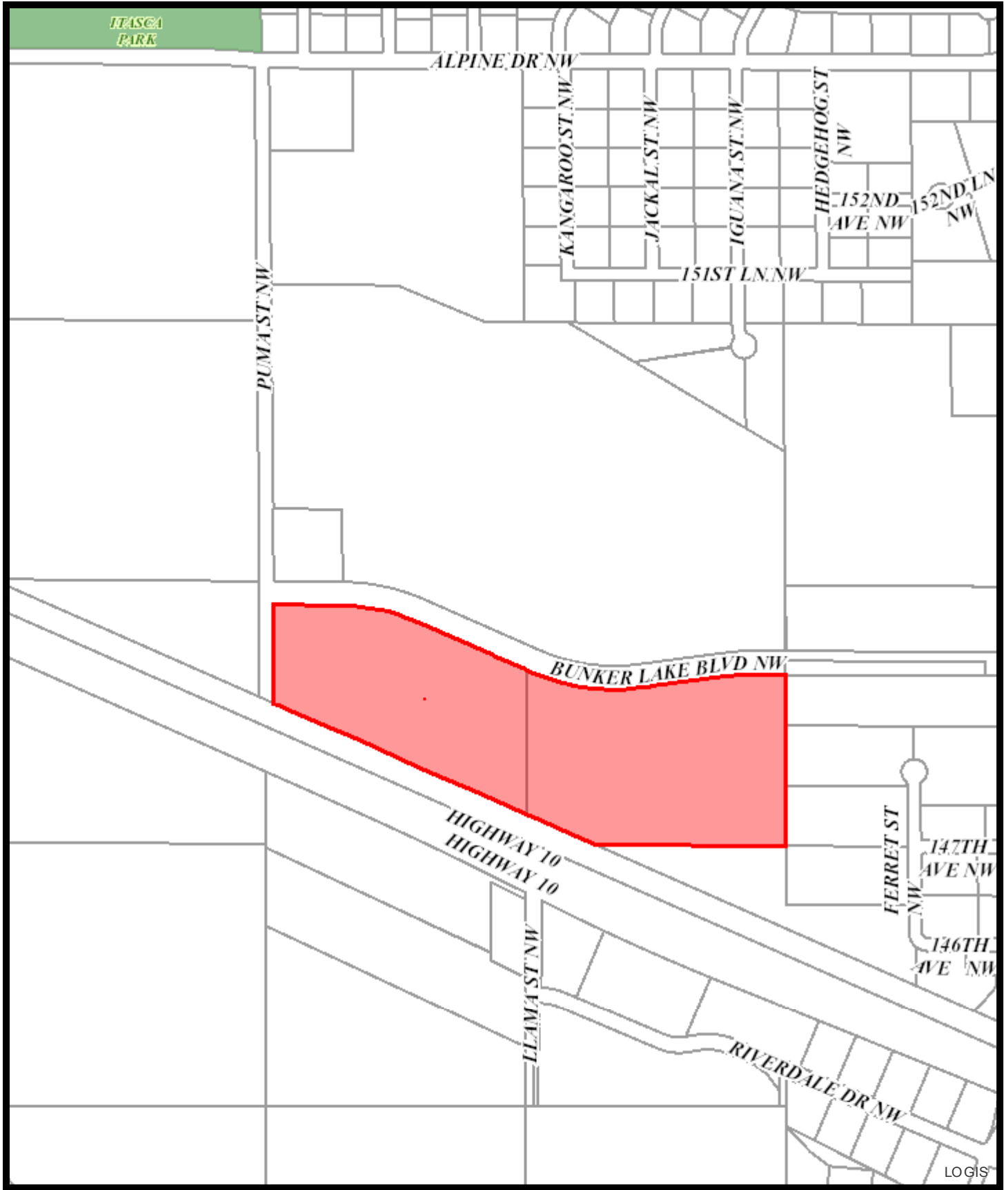
Date

07/07/2017 11:45 AM

Started On: 07/07/2017 09:15 AM

Site Location Map

Bunker Lake Industrial Park



PSD, LLC
CIVIL CONSTRUCTION PLANS FOR
BUNKER LAKE BUSINESS PARK - PHASE I GRADING

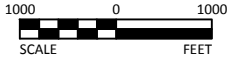
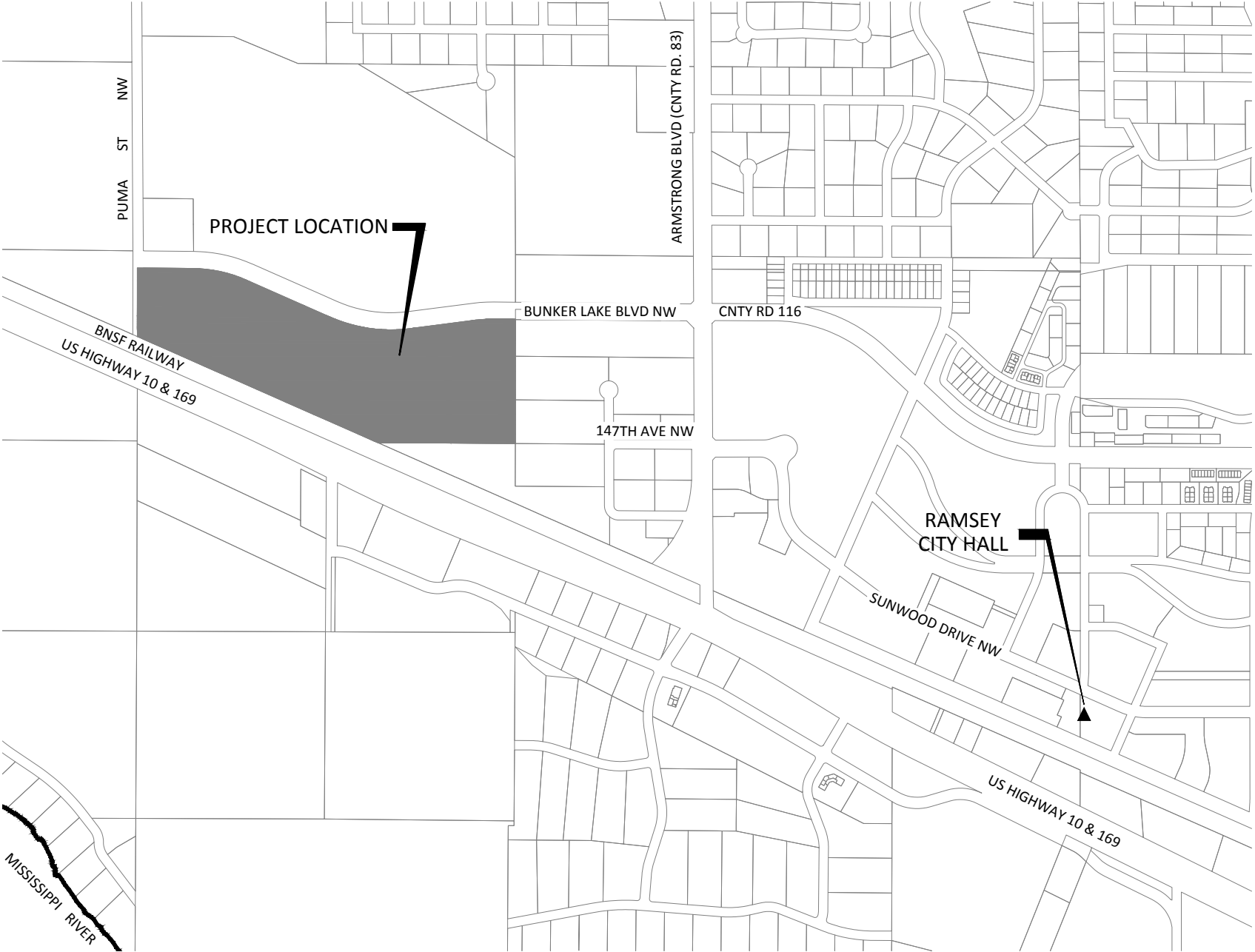
RAMSEY, MINNESOTA
PHASE I - SITE GRADING

JULY, 2017

SHEET INDEX

SHEET NO.	GENERAL TITLE
G0.01	
C0.01 - C0.02	EXISTING CONDITIONS & REMOVALS EXISTING CONDITIONS
C2.01 - C2.03 C2.04 - C2.07	EROSION CONTROL STORMWATER POLLUTION PREVENTION PLAN EROSION CONTROL PLAN
C3.01 C3.02	GRADING MASS SITE GRADING PLAN - WEST MASS SITE GRADING PLAN - EAST

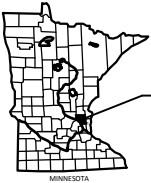
THIS PLAN SET CONTAINS 12 SHEETS.



MAP OF THE
CITY OF RAMSEY
ANOKA COUNTY, MN

SCALES

PLAN	0'	20'
PROFILE	0'	20'
	HORIZ.	5'
	VERT.	500'
INDEX MAP	0'	500'



PROJECT LOCATION
ANOKA COUNTY, MN

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 612-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

REG. NO. 21814 DATE: XX/XX/2017

PROJECT DATUM:

HORIZONTAL: Anoka County Coordinates
(1996 Adjustment)
VERTICAL: NGVD 29

DESIGNED

KFB

DRAWN

KGA

CHECKED

JP



**BOLTON
& MENK**

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RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.

BY

DATE

RECORD DRAWING
INFORMATION

DISSEMINATE

DATE

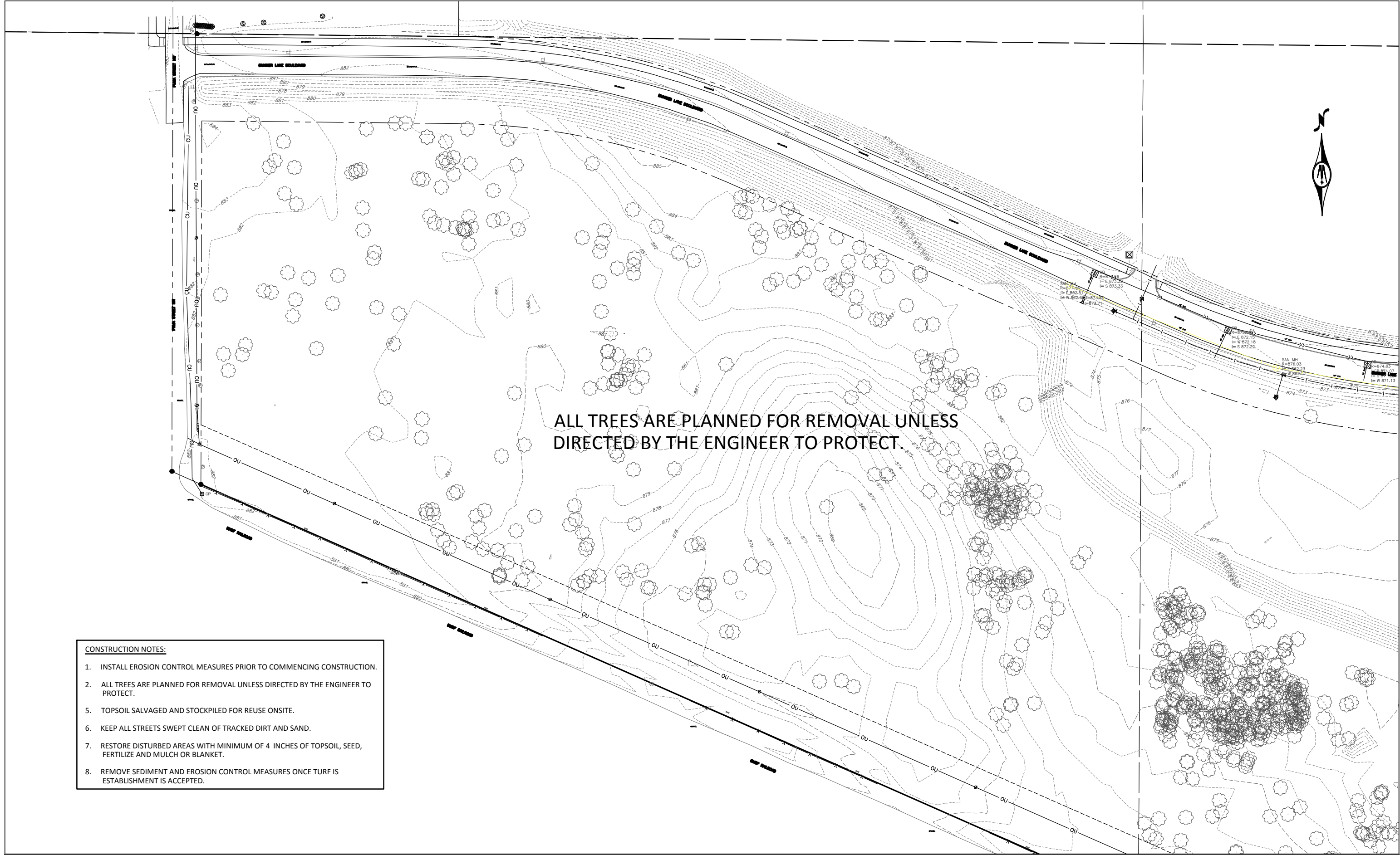
PSD, LLC. RAMSEY, MINNESOTA

BUNKER LAKE INDUSTRIAL PARK

TITLE SHEET

SHEET

G0.01



- CONSTRUCTION NOTES:**
1. INSTALL EROSION CONTROL MEASURES PRIOR TO COMMENCING CONSTRUCTION.
 2. ALL TREES ARE PLANNED FOR REMOVAL UNLESS DIRECTED BY THE ENGINEER TO PROTECT.
 5. TOPSOIL SALVAGED AND STOCKPILED FOR REUSE ONSITE.
 6. KEEP ALL STREETS SWEEPED CLEAN OF TRACKED DIRT AND SAND.
 7. RESTORE DISTURBED AREAS WITH MINIMUM OF 4 INCHES OF TOPSOIL, SEED, FERTILIZE AND MULCH OR BLANKET.
 8. REMOVE SEDIMENT AND EROSION CONTROL MEASURES ONCE TURF IS ESTABLISHMENT IS ACCEPTED.



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Kevin F. Bittner		
LIC. NO.	21814	DATE XX/XX/2017

DESIGNED KFB
DRAWN KGA
CHECKED JP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
EXISTING CONDITIONS & REMOVALS

SHEET
C0.01



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PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
EXISTING CONDITIONS & REMOVALS

SHEET
C0.02

STORM WATER
POLLUTION PREVENTION
PLAN (SWPPP)

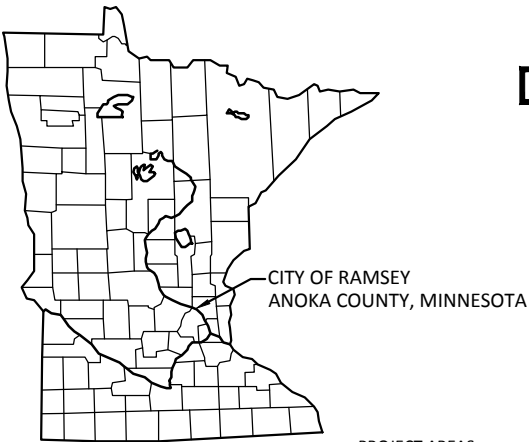
BUNKER LAKE INDUSTRIAL PARK
CITY OF RAMSEY
ANOKA COUNTY, MINNESOTA

ALAN MAXWELL, P.E.

UNIVERSITY OF MINNESOTA

Alan Maxwell

Construction Installer (May 31 2020)
Construction Site Management (May 31 2020)
Design of Construction SWPPP (May 31 2020)



LEGEND

PROJECT BOUNDARY

PROJECT AREAS:		
Total Project Size (disturbed area) =	45.2	ACRES
Existing area of impervious surface =	0.0	ACRES
Post construction area of impervious surface =	9.4	ACRES
Total new impervious surface area created =	9.4	ACRES

Planned Construction Start Date:	07/25/2017
Estimated Construction Completion Date:	08/31/2018

PERMANENT STORMWATER MANAGEMENT SYSTEM:
Type of storm water management used if more than 1 acre of new impervious surface is created:

X	Wet Sedimentation Basin
X	Infiltration/Filtration
	Regional Pond
	Permanent Storm Water Management Not Required

PROJECT LOCATION:					
COUNTY	TOWNSHIP	RANGE	SECTION	LATITUDE	LONGITUDE
ANOKA	T32N	R25W	S29	45.2335620	-93.4804244

BMP SUMMARY	QUANTITY	UNIT
SILT FENCE, TYPE MS	2810	LIN FT
STORM DRAIN INLET PROTECTION	27	EACH
SEDIMENT CONTROL LOG	180	LF
STABILIZED CONSTRUCTION EXIT	1	LUMP SUM
EROSION CONTROL BLANKETS CATEGORY 3	7200	SQ YD

DESCRIPTION OF CONSTRUCTION ACTIVITIES AND STORMWATER MANAGEMENT:
Construction activities include: Tree removal, Site grading, Constructing sanitary sewer, Constructing watermain, Constructing storm sewer, Constructing concrete curb & gutter, Constructing bituminous roadway, Constructing bituminous parking lot, Constructing a wet sedimentation basin and drainage ditch, Temporary erosion and sediment control, and Permanent stabilization.

The Bunker Lake Industrial Park project will include constructing new underground utilities, roadways, curb & gutter, and parking lots to facilitate future buildings. The existing drainage gathers within the site in various areas. Some of the existing drainage gathers in ditches, either along Bunker Lake Boulevard to the north or along the BNSF railroad to the south. Drainage and storm water treatment will be gathered from the roadways and parking lots into curb & gutter and drain to catch basins. The catch basins will gather via storm sewer and outlet to a wet sedimentation basin in the southwest corner of the site. After being gathered in the wet sedimentation basin, water will be allowed to overflow into a culvert and drain to a newly constructed ditch. The new ditch will allow water to infiltrate and drain across the western and northern edge of the site, where it will ultimately drain to two existing 29" X 45" arch pipes that cross Bunker Lake Boulevard and empty north of the site.

DOCUMENT RETENTION
The following documentation will be retained for a period of not less than 3-years from the date of submittal of the NOT in compliance with Part III.E of the Permit.

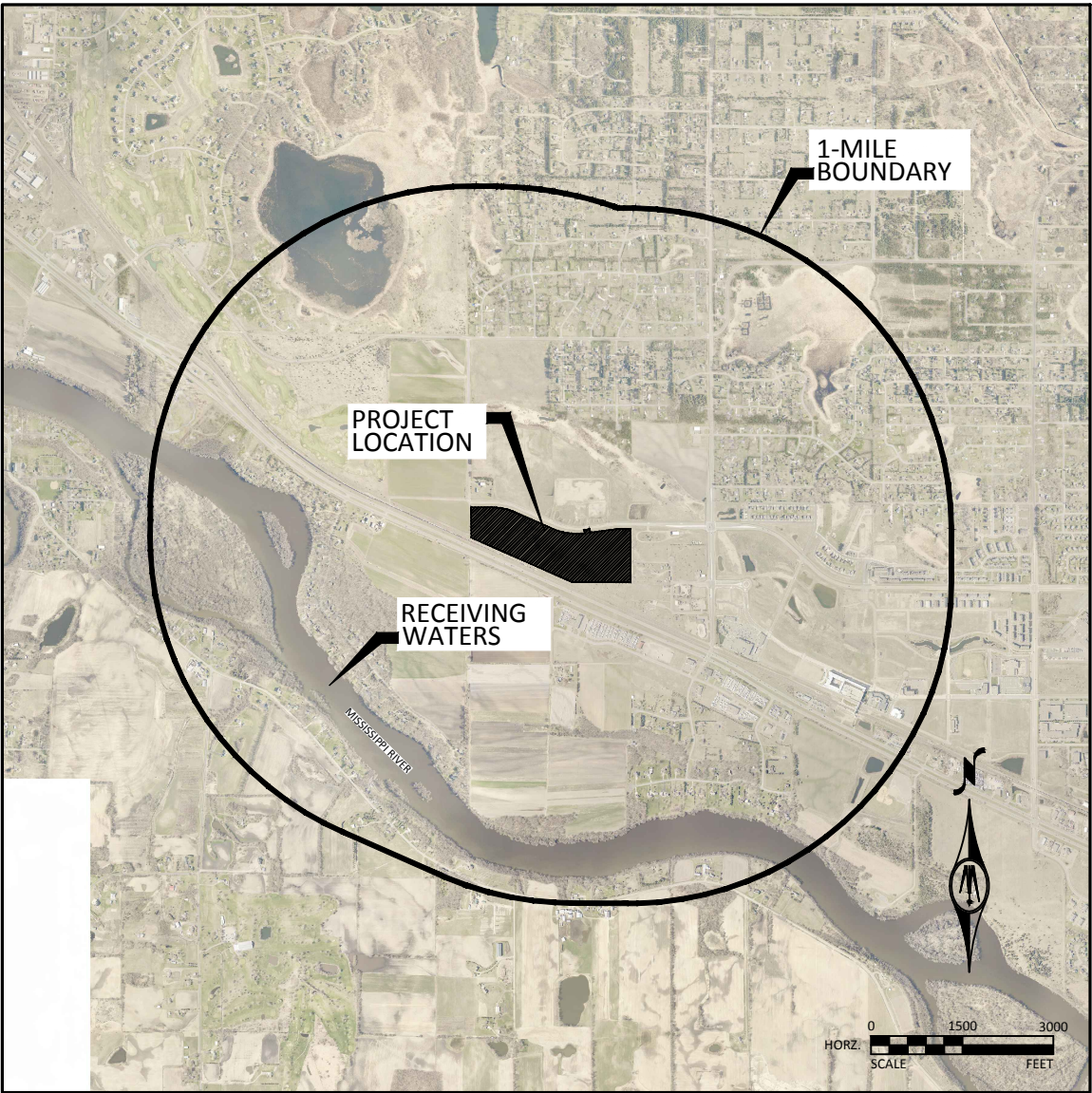
1. The final SWPPP

2. Copies of all stormwater related permits required for the project

3. Records of all inspection and maintenance conducted during construction

4. Copies of all permanent operation and maintenance agreements; including all right-of-way, contracts, covenants and other binding requirements regarding perpetual maintenance, and

5. All required calculations for design of the temporary and permanent BMPs.



RECEIVING WATERS:
Receiving waters, including surface water, wetlands, Public Waters, and stormwater ponds, are identified on the USGS 7.5 min quad map within one mile of the project boundary. Receiving waters that are impaired, the impairment, and WLA are listed as follows. All specific BMPs relative to construction activities listed in this permit for special and impaired waters have been incorporated into this plan. All specific BMPs listed in approved TMDLs and those BMPs listed for construction related waste load allocations have also been incorporated.

NAME OF WATER BODY	TYPE (ditch, pond, wetland, lake, etc.)	Appendix A Special Water?	Flows to Impaired Water Within 1 Mile?	USEPA Approved TMDL?
MISSISSIPPI RIVER	RIVER	YES	YES, NOT FOR CONST	YES, NOT FOR CONST
Impairments: MERCURY				

IMPLEMENTATION SCHEDULE AND PHASING:

1) Submit SWPPP Updates to Engineer. Submittal shall include any requested changes to the SWPPP, including but not limited to: Trained Personnel, Locations for Stockpiles, Concrete Washout, Sanitation Facilities, Types and Locations of Erosion & Sediment Control. Failure to submit updates shall be considered acceptance of the SWPPP as designed with no changes.

2) Install perimeter sediment control, inlet protection, and construction exit.

3) Rough grade site.

4) Construct sedimentation basin and drainage ditch. Install sediment control to ensure sediment does not leave site via the newly constructed ditch.

5) Construct bituminous roadways, parking, and building areas.

6) Install inlet protection on newly constructed catch basins.

7) Stabilize site.

8) Add additional temporary BMPs as necessary during construction based on inspection reports.

9) Ensure final stabilization measures are complete.

10) Submit Notice of Termination (NOT) to MPCA within 30 days of final stabilization.



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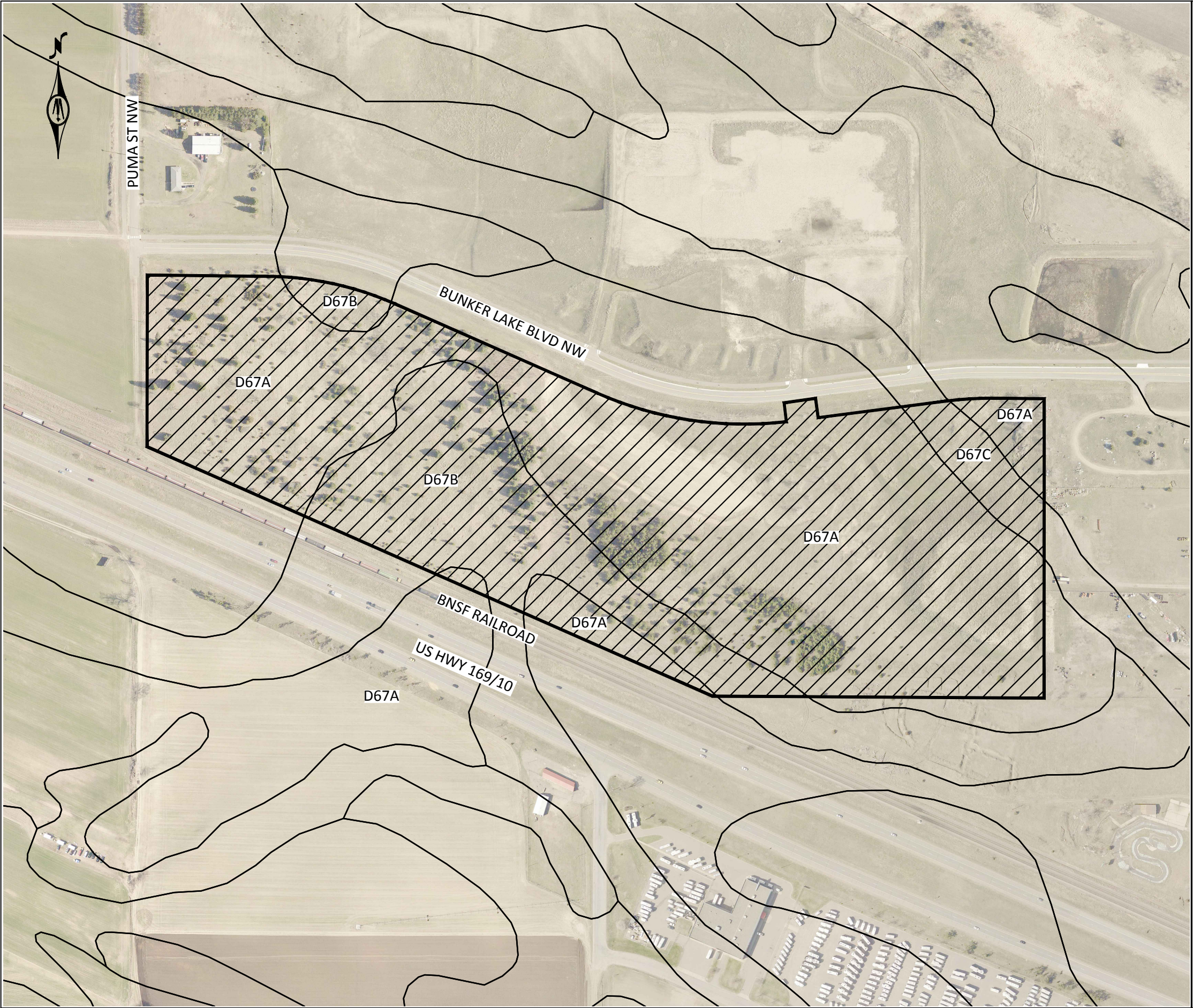
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Kevin F. Bittner		
LIC. NO. 21814	DATE XX/XX/2017	

DESIGNED KFB
DRAWN KGA
CHECKED JP

PSD, LLC. RAMSEY, MINNESOTA	SHEET C2.01
BUNKER LAKE INDUSTRIAL PARK	
STORM WATER POLLUTION PROTECTION PLAN	



LEGEND

PROJECT BOUNDARY

SOIL TYPE

SOIL TYPE SUMMARY

Map Unit Symbol	Soil Name	Hyd. Soil Group
MUSYM	MUNAME	HYDGRP
D67A	HUBBARD LOAMY SAND, MISSISSIPPI RIVER VALLEY, 0 TO 2 PERCENT SLOPES	A
D67B	HUBBARD LOAMY SAND, MISSISSIPPI RIVER VALLEY, 2 TO 6 PERCENT SLOPES	A
D67C	HUBBARD LOAMY SAND, MISSISSIPPI RIVER VALLEY, 6 TO 12 PERCENT SLOPES	A

NHEL - Not Highly Erodible Land
PHEL - Potentially Highly Erodible Land
HEL - Highly Erodible Land



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Kevin F. Bittner

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DESIGNED KFB
DRAWN KGA
CHECKED JP

PSD, LLC. RAMSEY, MINNESOTA

BUNKER LAKE INDUSTRIAL PARK

STORM WATER POLLUTION PROTECTION PLAN

Information contained in this SWPPP narrative sheet summarizes requirements of the GENERAL PERMIT AUTHORIZATION TO DISCHARGE STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM PROGRAM - Permit No: MN RI0000I as they apply to this project. All provisions of the permit including those not specifically cited herein shall apply to this project. The Contractor is responsible to be familiar with and comply with all conditions of the permit. The full text of the permit is available at: <http://www.pca.state.mn.us/index.php/water/water-types-and-programs/stormwater/construction-stormwater/mpca-to-re-issue-construction-stormwater-general-permit.html>

SWPPP AMENDMENTS

Permittee must amend SWPPP as necessary to include additional requirements to correct problems identified or address the following situations.

- There is a change in design, construction, operation, maintenance, weather or seasonal conditions.
- Inspections or investigations by site owner or operators, USEPA or MPCA officials determine the SWPPP is not minimizing discharge of pollutants to surface waters or underground waters or discharges are causing water quality standard exceedances.
- The SWPPP is not achieving the objectives of minimizing pollutants in stormwater discharges associated with construction activity, or the SWPPP is not consistent with the terms and conditions of the permit.
- The MPCA determines that the project's stormwater discharges may cause, have reasonable potential to cause, or contribute to non-attainment of any applicable water quality standard, or the SWPPP does not incorporate the applicable requirements of the permit.

EROSION PREVENTION PRACTICES

The location of areas not to be disturbed must be delineated on the project before site work begins.

Disturbance on steep slopes (>33.3%) shall be minimized. Where required, techniques such as phasing and stabilizing practices designed for steep slopes shall be used.

All exposed soils must be stabilized as soon as possible, but in no case later than 14 days after the construction activity has temporarily or permanently ceased.

For public waters that have been promulgated "work in water restrictions" during fish spawning time frames, all exposed soil areas that are within 200 feet of the water's edge, and drain to these waters must complete stabilization within 24-hours during the time period.

Stormwater conveyance channels shall be routed around unstabilized areas. Erosion controls and velocity dissipation devices shall be used at outlets within and along the length of any constructed conveyance channel.

The normal wetted perimeter of all ditches or swales, including storm water management pond slopes, that drain waters from the site must be stabilized within 200' of any property edge or discharge point, including storm sewer inlets, within 24 hours of connection.

Stabilization of the remaining portions of any temporary or permanent ditches or swales within 14 calendar days after connecting to a surface water or property edge and construction in that portion of the ditch has temporary or permanently ceased.

Temporary or permanent ditches or swales used as sediment containment during construction do not need to be stabilized during temporary period of use and shall be stabilized within 24 hours after no longer used as sediment containment.

Mulch, hydromulch, tackifier, or similar practice shall not be used in any portion of a temporary or permanent drainage ditch. Refer to erosion and sediment control plan for temporary and permanent stabilization measures for ditches and swales.

Stormwater discharges shall be directed to vegetated areas where feasible. Velocity dissipation devices shall be used at discharge point.

Phased construction will be used to extent practical or as indicated in the plans to minimize exposed soils.

Rapid stabilization shall be of type and quantity indicated in the project specifications. Additional rapid stabilization may be necessary to minimize erosion throughout the duration of the project. Type and quantity shall be determined by the engineer or inspector prior to installation. In extreme cases, the contractor shall use any available rapid stabilization to immediately mitigate erosion, then further remedy the situation with approval by owner or engineer.

SEDIMENT CONTROL PRACTICES

Practices must be established on all down gradient perimeters and be located up gradient of any buffer zones. Perimeter controls must be in place before up gradient land- disturbing activities begin and shall remain in place until final stabilization.

All sediment controls practices shall be re-installed if they have been adjusted or removed to accommodate short-term activities and replaced immediately after the short term activity has ceased. Short term activities shall be performed as quickly as possible. Sediment control practices shall be re-installed even before the next precipitation event if the activity is not complete.

All storm drains must be protected by appropriate BMPs during construction until all sources to the inlet have

been stabilized. Inlet protection may be removed for specific safety concerns identified by the Permittee or jurisdictional authority. The removal shall be documented in the SWPPP and retained on site. Temporary stockpiles must have silt fence or other effective sediment controls and shall not be placed in surface waters or natural buffers.

Vehicle tracking BMPs shall be installed to minimize track out of sediment from the construction site. Method shall be approved by engineer prior to commencement of construction activities. Street sweeping shall be used if vehicle tracking BMPs are not adequate to prevent sediment from being tracked onto the street.

Soil compaction shall be minimized and topsoil shall be preserved, unless infeasible or if construction activities dictate soil compaction or topsoil stripping.

A 50 foot natural buffer, or redundant BMPs (where a buffer is infeasible) must be maintained when a surface water is located within 50 feet of disturbance activities and site runoff flows to the surface water.

If polymers, flocculants, or other sedimentation treatment chemicals are used on site, 1) conventional erosion and sediment controls shall be sowed prior to chemical placement, 2) chemicals shall be chosen based on soil types, and expected turbidity, pH, and flow rate of stormwater flowing into the treatment system, and 3) chemicals shall be used with accepted engineering practices and dosing specifications.

TEMPORARY SEDIMENTATION BASINS

The temporary sedimentation basin shall be constructed and made operational prior to disturbance of 10 or more acres draining to a common location.

Temporary sedimentation basins are required prior to runoff leaving the construction site or entering surface waters when 10 or more acres of disturbed soils drain to a common location. The basin must provide 3,600 cubic feet of "storage below the outlet per acre drained. If hydraulic calculations are available, the temporary sedimentation basin must provide a storage volume equivalent to the 2-year, 24-hour storm, but in no case less than 1800 cubic feet per acre drained. The temporary sedimentation basin must be constructed and made operational concurrent with the start of soil disturbance up gradient of the pond. The temporary sedimentation basin shall be designed to prevent short circuiting. The outfall shall be designed to remove floatable debris, allow for complete drawdown of the pond for maintenance activities, and have energy dissipation. The emergency spillway shall be stabilized.

Temporary sedimentation basins shall be situated outside of surface waters and any required buffer zone, and must be designed to avoid draining wetlands, unless the impact is in compliance with the requirements of this permit.

Excessive sediment-laden water that is not properly filtered will not be permitted to discharge from site.

DEWATERING AND BASIN DRAINING

Turbid or sediment-laden waters related to dewatering or basin draining shall be discharged to a temporary or permanent sedimentation basin on the project site unless infeasible. The temporary or permanent basin may discharge to surface waters if the basin water has been visually checked to ensure adequate treatment has been obtained in the basin and that the nuisance conditions will not result from the discharge. Discharge points shall be adequately protected from erosion and proper velocity dissipation provided.

All water from dewatering or basin-draining activities must be discharged in a manner that does not cause nuisance conditions, erosion in the receiving channels or on down slope properties, or inundation in wetlands causing significant adverse impacts to the wetland.

If filters with backwash waters are used, the backwash water shall be hauled away for disposal, returned to the beginning of the treatment process, or incorporated into site in a manner that does not cause erosion. Backwash water may be discharged to sanitary sewer if permission is granted by the sanitary sewer authority.

POLLUTION PREVENTION

Building products that have the potential to leach pollutants must be under cover to prevent discharge or protected by an effective means designed to minimize contact with stormwater.

Pesticides, herbicides, insecticides, fertilizers, treatment chemicals, and landscape materials must be under cover.

Hazardous materials and toxic waste must be properly stored in sealed containers to prevent spills, leaks or other discharge. Restricted access storage areas must be provided to prevent vandalism.

Solid waste must be stored, collected and disposed of in compliance with Minn. R. CH 7035.

Portable toilets must be positioned so that they are secure and will not be tipped or knocked over. Sanitary waste must be disposed of properly in accordance with Minn. R. CH 7041.

Discharge of spilled or leaked chemicals, including fuel, from any area where chemicals or fuel will be loaded or unloaded shall be prevented using drip pans or absorbents. Supplies shall be available at all times to clean up discharged materials and that an appropriate disposal method must be available for recovered spilled materials.

Exterior vehicle or equipment washing on the project site shall be limited to a defined area of the site. Runoff from the washing area shall be contained in a sediment basin or other similarly effective controls and waste from the washing activity must be properly disposed of. No engine degreasing is allowed on site. Effective containment for all liquid and solid wastes generated by concrete and other washout operations related to construction activity shall be effectively contained. Liquid and solid washout waste shall not contact the ground, and containment must be designed so that it does not result in runoff from the washout operations or areas. A sign must be installed adjacent to each washout facility that requires site personnel to utilize the proper facilities for disposal of concrete and other washout wastes.

INFESTED WATERS:

MN DNR permits are not valid for work in waters that are designated as infested waters unless accompanied by an Infested Waters Permit or written notification has been obtained from MN DNR stating that such permit is not required. There is no exception for pre-existing permits. If a MN DNR Permit has been issued for the project and the water is later designated as infested, the Contractor shall halt all work covered by the MN DNR Permit until until such time as an Infested Waters Permit is obtained or that written notification is obtained stating that such permit is not required.

INSPECTION & MAINTENANCE

A trained person shall routinely inspect the entire construction site at least once every 7 days during active construction and within 24-hours after a rainfall event greater than 0.5 inches in 24 hours. Following an inspection that occurs within 24-hours after a rainfall event, the next inspection must be conducted within 7 days.

All inspections and maintenance conducted during construction must be recorded within 24 hours in writing and records must be retained with the SWPPP. Inspection report forms are available in the Project Specifications. Inspection report forms other than those provided shall be approved by the engineer.

Where parts of the project site have permanent cover, but work remains on other parts of the site, inspections may be reduced on these areas to once per month.

Where the site has permanent cover on all exposed areas and no construction activity is occurring anywhere on site, the site must be inspected during non-frozen conditions at least once per month for 12 months. Following the 12th month of permanent cover and no construction activity, inspections shall be terminated until construction activity resumes or notification from MPCA has been issued that erosion has been detected at the site.

During frozen ground conditions, inspections may be suspended and shall resume within 24 hours after runoff occurs or 24 hours prior to resuming construction activity, whichever is first.

Inspection and maintenance shall resume until another Permittee has obtained coverage under this Permit or the project has undergone Final Stabilization, and an NOT has been submitted.

All erosion prevention and sediment control BMPs shall be inspected to ensure integrity and effectiveness during all routine and post-rainfall inspections. All non-functioning BMPs must be repaired, replaced, or supplemented with functional BMPs by the end of the next business day after discovery, or as soon as field conditions allow access.

All perimeter control devices must be repaired, replaced, or supplemented when they become non-functional or the sediment reaches one-half (1/2) of the height of the device. These repairs must be made by the end of the next business day after discovery, or as soon as field conditions allow.

Temporary and permanent sediment basins must be drained and the sediment removed when the depth of sediment collected in the basin reaches one-half (1/2) the storage volume. Drainage and sediment removal must be completed within 72 hours of discovery, or as soon as field conditions allow.

Surface waters, including drainage ditches and conveyance systems, must be inspected for erosion and sediment deposition during each inspection. All deltas and sediment deposited in drainage ways, catch basins, and other drainage systems shall be removed. The removal and stabilization must take place within seven (7) days of discovery unless precluded by legal, regulatory, or physical access constraints. The Permittee is responsible for obtaining all applicable permits prior to conducting any work in surface waters.

Construction site vehicle exit locations must be inspected for evidence of off-site sediment tracking onto paved surfaces. Tracked sediment must be removed from all paved surfaces both on and off site within 24-hours of discovery, or if applicable, within a shorter time to comply with the permit.

Streets and other areas adjacent to the project must be inspected for evidence of off-site accumulations of sediment. If sediment is present, it must be removed in a manner and at a sufficient frequency to minimize off-site impacts.

All infiltration areas must be inspected to ensure that no sediment from ongoing construction activity is reaching the infiltration area and that equipment is not being driven across the infiltration area.

FINAL STABILIZATION

Final Stabilization is not complete until all of the following requirements have been met:

- All soil disturbing activities at the site have been completed and all soils are stabilized by a uniform perennial vegetative cover with a density of 70% of its expected final growth density over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions.
- Permanent stormwater management system is constructed, meets all requirements of the Permit, and is operating as designed. Temporary or permanent sedimentation basins that are to be used as permanent water quality management basins have been cleaned of any accumulated sediment. All sediment has been removed from conveyance systems, and ditches are stabilized with permanent cover.
- All temporary synthetic and structural erosion prevention and sediment control BMPs have been removed. BMPs designed to decompose on site may be left in place.
- For residential construction only, individual lots are considered finally stabilized if the structure(s) are finished, temporary erosion protection and down gradient perimeter control has been completed and the residence has been sold to the homeowner. Also, the "Homeowner Fact Sheet" has been provided to the homeowner



**BOLTON
& MENK**

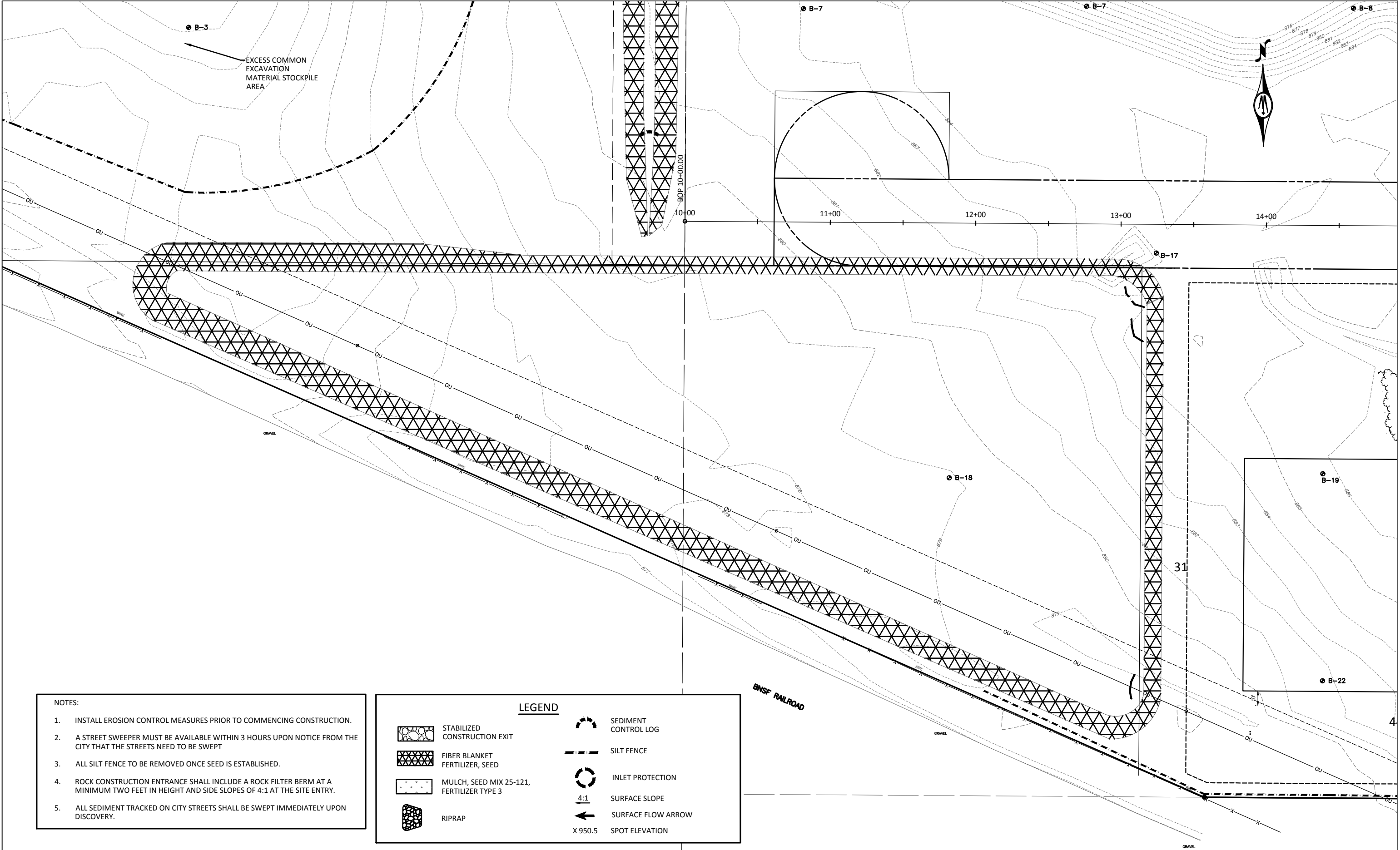
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV	ISSUED FOR	DATE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		
Kevin F. Bittner		
LIC. NO.	21814	DATE XX/XX/2017

DESIGNED KFB
DRAWN KGA
CHECKED JP

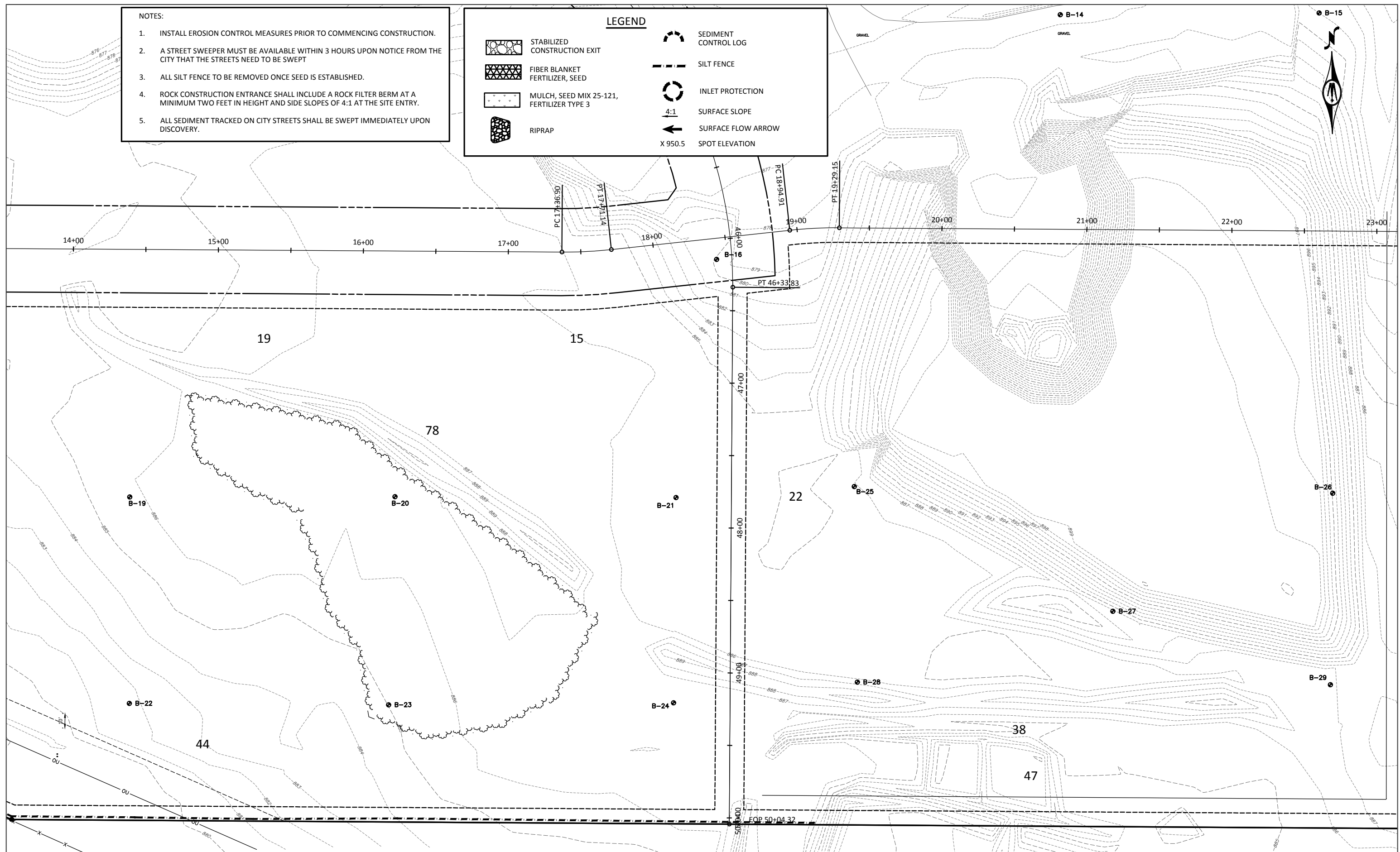
PSD, LLC. RAMSEY, MINNESOTA	SHEET C2.03
BUNKER LAKE INDUSTRIAL PARK	
STORM WATER POLLUTION PROTECTION PLAN	



1. INSTALL EROSION CONTROL MEASURES PRIOR TO COMMENCING CONSTRUCTION.
2. A STREET SWEEPER MUST BE AVAILABLE WITHIN 3 HOURS UPON NOTICE FROM THE CITY THAT THE STREETS NEED TO BE SWEEPED
3. ALL SILT FENCE TO BE REMOVED ONCE SEED IS ESTABLISHED.
4. ROCK CONSTRUCTION ENTRANCE SHALL INCLUDE A ROCK FILTER BERM AT A MINIMUM TWO FEET IN HEIGHT AND SIDE SLOPES OF 4:1 AT THE SITE ENTRY.
5. ALL SEDIMENT TRACKED ON CITY STREETS SHALL BE SWEEPED IMMEDIATELY UPON DISCOVERY.

	STABILIZED CONSTRUCTION EXIT
	FIBER BLANKET FERTILIZER, SEED
	MULCH, SEED MIX 25 FERTILIZER TYPE 3
	RIPRAP

- | | |
|---|-------------------------|
|  | SEDIMENT
CONTROL LOG |
|  | SILT FENCE |
|  | INLET PROTECTION |
|  | SURFACE SLOPE |
|  | SURFACE FLOW ARROW |
|  | SPOT ELEVATION |

**BOLTON
& MENK**

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
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Kevin F. Bittner

LIC. NO. 21814

DATE XX/XX/2017

DESIGNED
KFB

DRAWN
KGA

CHECKED
ID

PSD, LLC. RAMSEY, MINNESOTA

BUNKER LAKE INDUSTRIAL PARK

EROSION CONTROL PLAN

SHEET

C2.05

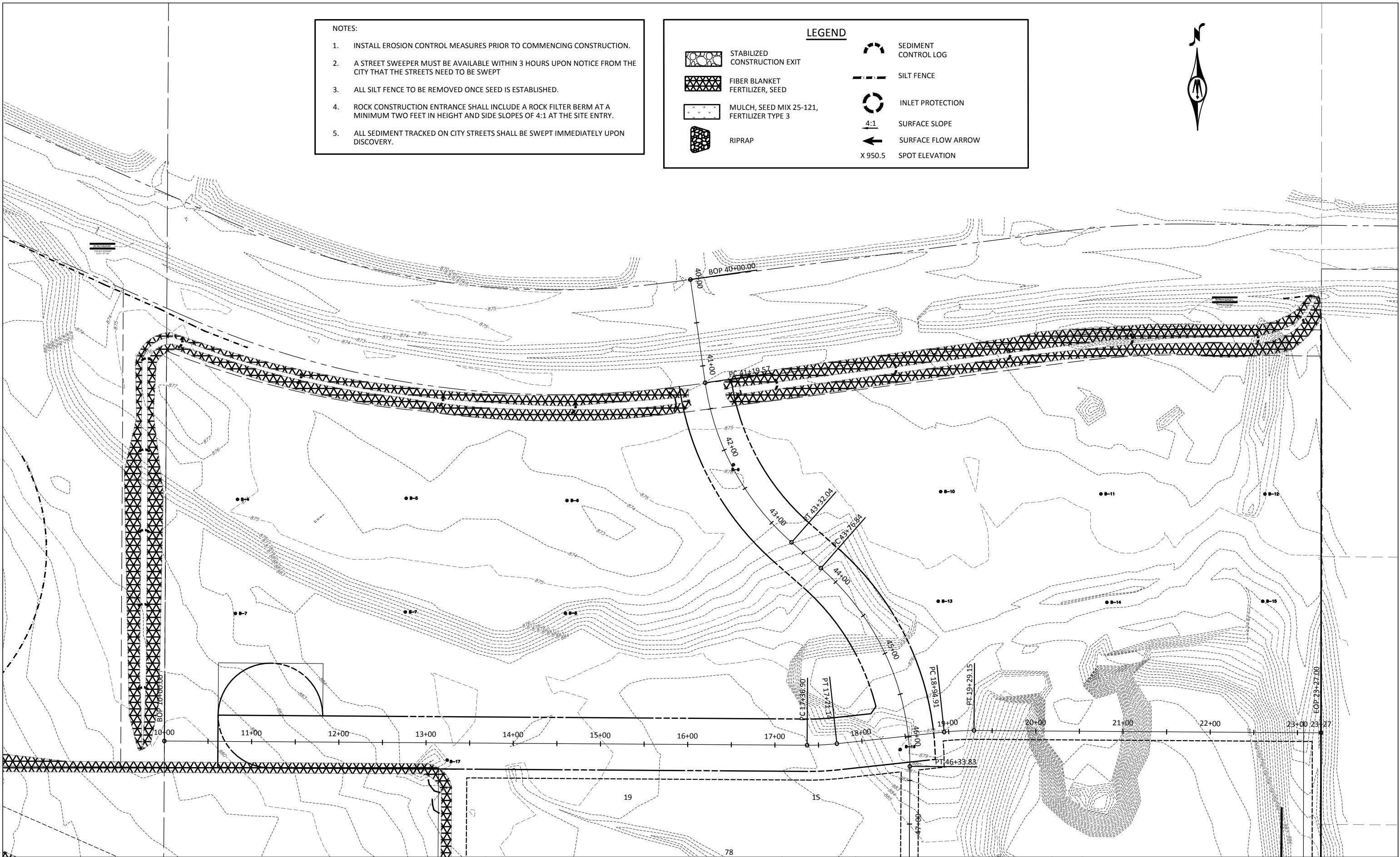
NOTES:

1. INSTALL EROSION CONTROL MEASURES PRIOR TO COMMENCING CONSTRUCTION.
2. A STREET SWEEPER MUST BE AVAILABLE WITHIN 3 HOURS UPON NOTICE FROM THE CITY THAT THE STREETS NEED TO BE SWEPT
3. ALL SILT FENCE TO BE REMOVED ONCE SEED IS ESTABLISHED.
4. ROCK CONSTRUCTION ENTRANCE SHALL INCLUDE A ROCK FILTER BERM AT A MINIMUM TWO FEET IN HEIGHT AND SIDE SLOPES OF 4:1 AT THE SITE ENTRY.
5. ALL SEDIMENT TRACKED ON CITY STREETS SHALL BE SWEPT IMMEDIATELY UPON DISCOVERY.

LEGEND

- STABILIZED
CONSTRUCTION EXIT
- FIBER BLANKET
FERTILIZER, SEED
- MULCH, SEED MIX 25-121,
FERTILIZER TYPE 3
- RIPRAP

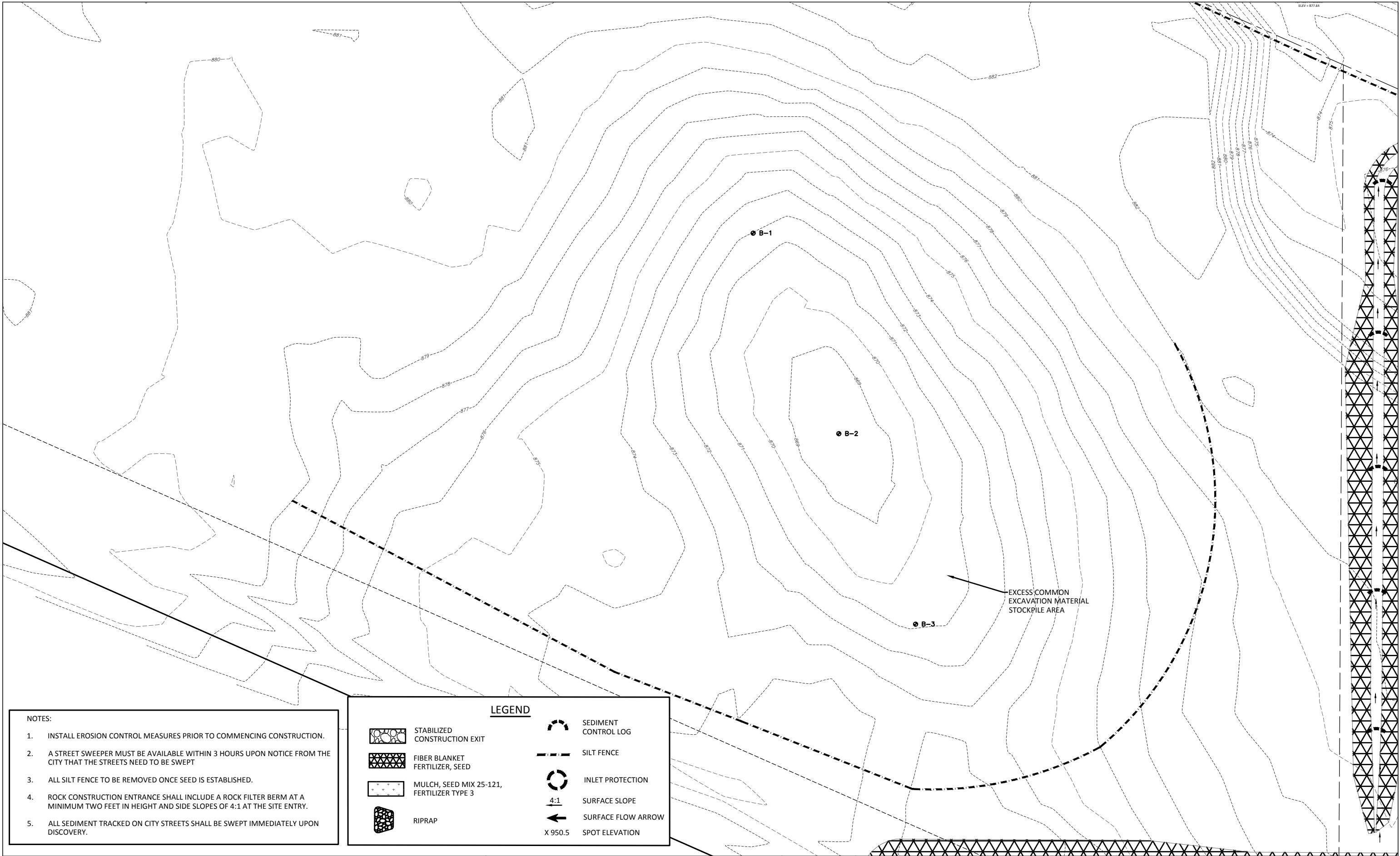
- SEDIMENT
CONTROL LOG
- SILT FENCE
- INLET PROTECTION
- 4:1
SURFACE SLOPE
- ←
SURFACE FLOW ARROW
- X 950.5
SPOT ELEVATION



REV	ISSUED FOR	DATE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		
Kevin F. Bittner		
LIC. NO.	21814	DATE XX/XX/2017

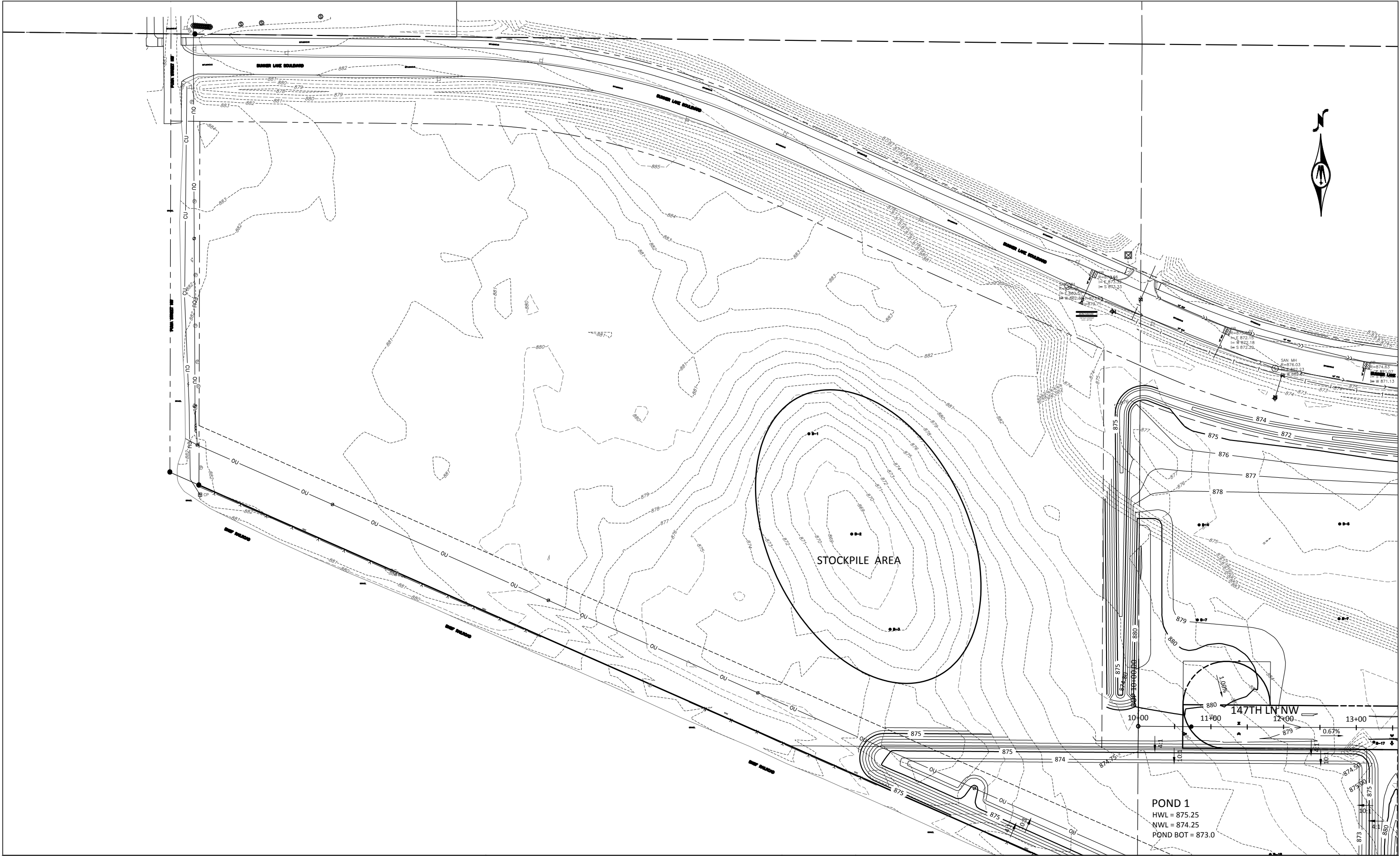
DESIGNED KFB
DRAWN KGA
CHECKED JP



- NOTES:
1. INSTALL EROSION CONTROL MEASURES PRIOR TO COMMENCING CONSTRUCTION.
 2. A STREET SWEEPER MUST BE AVAILABLE WITHIN 3 HOURS UPON NOTICE FROM THE CITY THAT THE STREETS NEED TO BE SWEEPED
 3. ALL SILT FENCE TO BE REMOVED ONCE SEED IS ESTABLISHED.
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 5. ALL SEDIMENT TRACKED ON CITY STREETS SHALL BE SWEEPED IMMEDIATELY UPON DISCOVERY.

LEGEND

	STABILIZED CONSTRUCTION EXIT		SEDIMENT CONTROL LOG
	FIBER BLANKET FERTILIZER, SEED		SILT FENCE
	MULCH, SEED MIX 25-121, FERTILIZER TYPE 3		INLET PROTECTION
	RIPRAP		SURFACE SLOPE 4:1
			SURFACE FLOW ARROW
			SPOT ELEVATION X 950.5



**CITY OF RAMSEY
TREE CLEARING AND GRADING AGREEMENT**

This Agreement is dated as of this _____ day of _____, 2017 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”) and **PSD, LLC**, a Minnesota limited liability company (the “**PERMITTEE**”).

WHEREAS, the **PERMITTEE** is the owner of land legally described on the attached Exhibit A (the “Subject Property”); and

WHEREAS, the **PERMITTEE** has submitted an Application to the **CITY** to subdivide the Subject Property and plat the same as BUNKER LAKE INDUSTRIAL PARK (the “Plat”); and

WHEREAS, the **PERMITTEE** desires to complete certain site preparation activities in advance of Final Plat and site plan approval; and

WHEREAS, the **CITY** is willing to allow said site preparation; and

WHEREAS, the parties desire to enter into this Agreement as required by the City Code Chapter 117.

THEREFORE, THE **CITY** AND THE **PERMITTEE** AGREE AS FOLLOWS:

1. Conditions of Approval. The **CITY** has approved the Plat subject to satisfaction of the following conditions subsequent:
 - a. The **PERMITTEE’S** Execution of this Agreement. That the **PERMITTEE** enter into this Agreement.
 - b. Marketable Title. That prior to recording the Plat, the **PERMITTEE** shall provide the **CITY** with proof of marketable title to the Subject Property

either through a currently certified abstract, registered property abstract or title insurance commitment or policy.

- c. Proof of Authority. That the **PERMITTEE** provide proof that the respective governing boards of the **PERMITTEE** have authorized the **PERMITTEE'S** execution of this Agreement. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of each entity which grants such authority.
2. The Plans. The term "Plans" as used in this Agreement means the Grading and Tree Preservation Plans prepared by Bolton & Menk, Inc., dated _____, The Plans remain subject to: (a) **CITY** Staff's review and approval of the Plans, among other things, confirm that the revisions requested in the **CITY** Staff Review Letter, dated _____, 2017 have been made; and (b) such further revisions as the **PERMITTEE** may propose and the **CITY** approves. The Plans shall not be attached to this Agreement, but are in the **CITY'S** files.
3. Stage I Improvements. The Stage I Improvements the **PERMITTEE** will construct or install in accordance with the Plans are as follows:
 - a. Grading
 - b. Root trenching (oak wilt management)
 - c. Tree clearing/grubbing

(the "Stage I Improvements").

The **PERMITTEE** agrees to construct the Stage I Improvements according to the terms and conditions of this Agreement and in accordance with the Plans and the City Code. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of re-producible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage I Improvements and acceptance by the **CITY**. As as-built plans are a required Stage I Improvement item per City Code Section 117-615, the **CITY** will not release the required Stage I Improvement Financial Guarantee noted in Section 6 below until said as-built plans are provided to the **CITY**. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage I Improvements.

4. Additional Requirements Related to Certain Stage I Improvements. The **PERMITTEE** is required to hold a pre-construction meeting at **CITY** offices. The **PERMITTEE** shall be responsible for contacting the **CITY** to schedule the pre-construction meeting. The **CITY** will prepare the agenda for the pre-construction meeting. Work within existing rights of way and roadways must be completed under traffic, be brought back up to grade, and must be restored to existing conditions within 24 hours.

5. Stage I Improvement Financial Guarantee. Prior to commencing work on the Stage I Improvements, the **PERMITTEE** shall provide a financial guarantee, in the form of cash or an irrevocable letter of credit, to the **CITY** guaranteeing the construction of the Stage I Improvements and their timely completion. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of **(\$147,741.00)**, which amount is 125% of 20% of the grading work and 125% of the trenching and tree clearing work in the Engineer's Estimate for the Stage I Improvements. Upon completion of Stage I Improvements (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, the **PERMITTEE** may request a reduction in the amount of the financial guarantee. The accepted engineer's estimate is attached as Exhibit C hereto.
6. Inspection Fees for the Stage I Improvements. The **PERMITTEE** shall provide an inspection fee to the **CITY** to inspect the Stage I Improvements. The **PERMITTEE** shall be responsible for an inspection fee in the amount of Five Thousand Six Hundred Sixty Four Dollars and No Cents **(\$29,548.00)**, which amount is 5% of the Engineer's Estimate for the Stage I Improvements. The inspection fee must be in the form of a cash escrow. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon completion of the Stage I Improvements, acceptance by the **CITY**, and supported by appropriate lien waivers. The accepted engineer's estimate is attached as Exhibit C hereto.
7. Installation of the Stage I Improvements. The **PERMITTEE** shall obtain all necessary permits from all governmental agencies before commencing construction of the Stage I Improvements. The **PERMITTEE** must provide the **CITY** with copies of all necessary permits from other governmental agencies prior to or when the **PERMITTEE** applies for a building permit to construct improvements on a lot within the Plat. Within thirty (30) days after the completion of the Stage I Improvements, the **PERMITTEE** shall provide the **CITY** with a complete set of reproducible "As Built" plans in CAD format for the Stage I Improvements.
8. Time of Performance for the Stage I Improvements. The **PERMITTEE** must complete the Stage I Improvements no later than July 11, 2018.
9. Stage I Improvements License. The **PERMITTEE** hereby grants the **CITY** and the **CITY'S** agents, employees, officers, and contractors an irrevocable license to enter the Subject Property to perform all necessary work and/or inspections the **CITY** deems appropriate during the **PERMITTEE'S** installation of the Stage I Improvements.
10. Stage I Improvements to Outlots. The **PERMITTEE** acknowledges that Stage I Improvements are not being required for proposed Outlots, but will be required upon development of said Outlots.
11. Street Cleaning and Clean Up. The **PERMITTEE** shall clear any soil, earth, or debris from the existing streets. From time to time, the **CITY** may remove

accumulations of soil, earth, and debris from the streets resulting from the construction of the Stage I Improvements. It shall be the **PERMITTEE'S** responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.

12. Payment of Development Fees. Development Fees will be outlined and addressed in the Development Agreement for Bunker Lake Industrial Park.
13. PERMITTEE Defaults. If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE'S** obligations under this Contract, i) the **CITY** gives the **PERMITTEE** thirty (30) days written notice of the default and ii) the **PERMITTEE** fails to cure the default within said thirty (30) days, then the **CITY** may pursue any and all remedies available at law or in equity including, but not limited to, the following:
 - a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **PERMITTEE'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **PERMITTEE'S** default creates an immediate risk to public health or safety, the **CITY** may perform or engage one or more third parties to perform the work before the **CITY** provides the notice described in the initial paragraph of this Section, but the **CITY** must use commercially reasonable efforts to notify the **PERMITTEE** as promptly as possible that the **CITY** is undertaking to perform the **PERMITTEE'S** obligation or obligations. If the **CITY** performs one or more obligations of the **PERMITTEE**, the **PERMITTEE** must reimburse the **CITY** for any costs or expenses the **CITY** incurs, including costs and expenses for **CITY** staff time, to perform the work within 30 days after the **CITY** notifies the **PERMITTEE**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **PERMITTEE** does not reimburse the **CITY** within said 30 day period, the **CITY** may pursue any remedies available to the **CITY** either at law or in equity or, in the alternative, the **CITY** may draw on the financial guaranty the **PERMITTEE** provided to the **CITY** pursuant to this Agreement to reimburse itself for the expenses the **CITY** incurs to perform the work. This Agreement is a license for the **CITY** to act, and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the **PERMITTEE'S** Property. As an alternative to seeking recovery from the **PERMITTEE** or the financial guaranty, the **CITY** may levy special assessments against the **PERMITTEE** Property in accordance with Minnesota Statutes Section 429, and the **PERMITTEE**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **PERMITTEE** may have to such special assessments;

- b. The **CITY** may commence an action in Anoka County District Court to pursue any remedy available to the **CITY** at law or in equity including, but not limited to, injunctive relief;
- c. The **CITY** may refuse to grant building permits for improvements to be constructed on any lots within the Plat until the **PERMITTEE** has cured all of its defaults; and
- d. The **CITY** may draw upon all or any portion of the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to Section 6 and (i) use all or any portion of the proceeds from the financial guaranty to reimburse the **CITY** pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the **CITY** obtains against the **PERMITTEE** pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the **CITY** pursuant to Section 19 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this Section 18(d).

14. Miscellaneous.

- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraphs or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- b. Written Amendments Only. The action or inaction of the **CITY** or the **PERMITTEE** shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the **CITY** Council. The **CITY'S** or the **PERMITTEE'S** failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- c. Compliance with Laws and Regulations. The **PERMITTEE** represents to the **CITY** that the Plat complies with all **CITY**, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Plat does not comply, the **CITY** may, at its option, refuse to allow any construction or development work in the Plat until the **PERMITTEE** does comply. Upon the **CITY'S** demand **PERMITTEE** shall cease work until there is compliance.

- d. Boulevard and Wetland Restoration. The **PERMITTEE** shall be responsible for restoring all other areas disturbed by the development grading operation in accordance with the approved Grading and Erosion Control plan. The **PERMITTEE** shall be responsible for the cost of cleaning any soil, earth, or debris from the wetlands within and adjacent to this Plat resulting from grading performed in the development of the Plat.
- e. Construction, Hours and Entrance Signs. The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 10:00 p.m. The **PERMITTEE** is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.
- f. Construction Site Maintenance. The **PERMITTEE** shall adhere to all of the **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. The **CITY** reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.
- g. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Stage I and Stage II Improvements, unless qualified as fixed amounts, are estimated. The **PERMITTEE** agree to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.
- h. Plat Approval Expenses. The **PERMITTEE** agrees that it will pay to **CITY** all **CITY** expenses incurred in the approval of the Plat, including, but not limited to, administration expenses, engineering and legal fees. Said expenses incurred after recording of the Final Plat shall be paid within a fifteen (15) day billing period. Failure to pay the **CITY'S** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this Agreement for payment.
- i. Reimbursement to the CITY. The **PERMITTEE** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.
- j. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Agreement shall be defined as a document issued by the **CITY'S**

Building Official, which authorizes the structure to be used for its intended purposes.

- k. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

TO PERMITTEE:

PSD, LLC
Attn: Matt Kuker
7533 Sunwood Dr NW
Ramsey, MN 55303

TO THE CITY:

City of Ramsey
Attn: Community Development Director
7550 Sunwood Drive NW
Ramsey, MN 55303

[The remainder of this page is intentionally left blank.]

THE PERMITTEE:

PSD, LLC

By: _____, Matt Kuker
Its: Chief Operations Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
by Matt Kuker, the Chief Operations Manager of PSD, LLC, a domestic limited liability company
under the laws of the State of Minnesota on behalf of the corporation.

Notary Public

THE CITY:

CITY OF RAMSEY

By: _____
Its: Mayor

By: _____
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this_____ day of_____ 2017, by Sarah Strommen and Kurtis G. Ulrich, the Mayor and the City Administrator of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.

Notary Public

This document drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

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

EXHIBIT A

Legal Description of the Subject Property

That part of Outlot B, Alpha Development lying within North West $\frac{1}{4}$ of the of the North East $\frac{1}{4}$ of Section 29, Township 32, Range 25

-AND-

That part of Outlot B, Alpha Development lying within North East $\frac{1}{4}$ of the of the North West $\frac{1}{4}$ of Section 29, Township 32, Range 25

Exhibit B Engineer's Estimate

PRELIMINARY COST OPINION

BUNKER LAKE INDUSTRIAL PARK
PSD, LLC
BMI PROJECT NO. R16.113129

PHASE 1 - SITE GRADING

7/6/2017

ITEM NO.	ITEM	UNIT			
			QTY	UNIT PRICE	TOTAL
1	MOBILIZATION	LS	1	\$5,000.00	\$5,000.00
2	CLEARING & GRUBBING	LS	1	\$45,000.00	\$45,000.00
3	COMMON EXCAVATION (EV)	CY	110,000	\$3.00	\$330,000.00
4	TRAFFIC CONTROL	LS	1	\$1,500.00	\$1,500.00
5	STABILIZED CONSTRUCTION EXIT	LS	1	\$1,500.00	\$1,500.00
6	SILT FENCE, TYPE MS	LF	2,810	\$2.60	\$7,306.00
7	SEDIMENT CONTROL LOG TYPE STRAW	LF	180	\$3.15	\$567.00
8	SITE (TURF) RESTORATION - SEED, FERTILIZE & MULCH	SY	175,000	\$0.75	\$131,250.00
9	EROSION CONTROL BLANKETS CATEGORY 3	SY	7,200	\$2.10	\$15,120.00
ESTIMATED CONSTRUCTION COST					\$537,243.00
CONSTRUCTION CONTINGENCY (10%)					\$53,724.30
TOTAL ESTIMATED CONSTRUCTION COST					\$590,967.30

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

RESOLUTION #17-07-176

**RESOLUTION A TREE CLEARING AND PRELIMINARY GRADING AGREEMENT
ON OUTLOT B, ALPHA DEVELOPMENT**

WHEREAS, PSD, LLC. hereafter referred to as “Developer”, has requested tree clearing and preliminary grading approval of the following described property located in the City of Ramsey:

That part of Outlot B, Alpha Development lying within North West ¼ of the of the North East ¼ of Section 29, Township 32, Range 25

-AND-

That part of Outlot B, Alpha Development lying within North East ¼ of the of the North West ¼ of Section 29, Township 32, Range 25

(the ‘Subject Property’);

WHEREAS, the City of Ramsey has received the first in a series of applications to construct multiple industrial buildings on the Subject Property; and

WHEREAS, the Developer has requested advance approval of certain site preparation activities in advance of full site plan approval.

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 grants the request for tree clearing and preliminary grading, contingent upon the following.
 - a. Approval by the Lower Rum River Watershed Organization
 - b. Acknowledgement of the need for compliance with applicable City Code requirements including, but not limited to, stormwater management and tree preservation.

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:

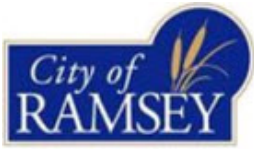
and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 28th day of February, 2017.

Mayor

ATTEST:

City Clerk



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: 07/11/2017

By: Bruce Westby, Engineering/Public
Works

Information

Title:

Adopt Resolution #17-07-168 Ordering Feasibility Report for Improvement Project #18-00, Stanhope Terrace Street Reconstructions

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #17-07-168 ordering a Feasibility Report for Improvement Project #18-00, Stanhope Terrace Street Reconstructions.

Background:

The City of Ramsey's current 10-year Capital Improvement Plan, which covers calendar years 2017 to 2026, identifies numerous streets proposed to be reconstructed in 2018 as part of the City's long-term Street Maintenance Program. Among these streets are about 0.52 miles of streets within the Stanhope Terrace development, which is located in the east-central portion of the City. These streets, which are identified in the attached figure, include:

- 153rd Court, west of Roanoke Street
- 154th Lane – Roanoke Street to Ute Street
- Ute Street – Alpine Drive to 154th Lane
- Ute Street, north of 154th Lane

Upon Council authorization, the Feasibility Report will be prepared in-house. While preparing the report, Staff will explore available options for minimizing project costs, such as by reclaiming existing pavement sections rather than removing and replacing all existing pavement.

The Feasibility Report will utilize data currently being gathered using Ground Penetrating Radar and soil borings per previous Council approvals.

Notification:

No notifications are required for this case.

Observations/Alternatives:

Observations:

Preparing a Feasibility Report for the proposed improvements will allow staff to refine estimated project costs and develop a proposed funding program, and allows for the use of special assessments against benefiting properties as a partial funding source.

The Feasibility Report will explore numerous aspects of the proposed improvements including whether they are feasible and necessary, whether they are cost-effective, and whether they should be completed alone or in

conjunction with other improvements. Estimated costs will be explored in greater detail than was used to estimate costs for the CIP. A more detailed project funding program will also be explored, including a description of the methodology used to calculate individual special assessments for benefiting parcels. A proposed project schedule will also be explored in greater detail.

While preparing the Feasibility Report, Staff will conduct a public information meeting with the residents of Stanhope Terrace to explain the need for the proposed improvements, the scope of the improvements, estimated costs, proposed funding program, and proposed schedule.

Staff anticipates requesting Council acceptance of the Feasibility Report this September to allow the project to proceed in a timely manner with construction beginning in the spring of 2018. This will also provide for compliance with all applicable provisions of the City Charter, the City's Special Assessments Policy, and Minnesota Statute Chapter 429.

Alternatives:

Alternative #1 – Motion to adopt Resolution #17-07-168 ordering a Feasibility Report for Improvement Project #18-00, Stanhope Terrace Street Reconstructions.

Alternative #2 – Motion to deny adoption of Resolution #17-07-168 at this time.

Funding Source:

The Feasibility Report will be completed in-house as part of Staff's regular duties. No additional expenditures are anticipated.

The current Capital Improvement Plan (CIP) estimates costs for reconstructing these streets at \$850,000. Estimated project costs and funding sources will be further refined during preparation of the Feasibility Report.

Based on 2013 cost estimates, the City of Ramsey is funding approximately \$11,000,000 for Street Maintenance Program costs over the 5-year period from 2015 to 2019. This equates to an average annual expenditure of \$2,200,000 to fund all sealcoat, mill and overlay, and street reconstruction projects. The City currently budgets \$500,000 annually for sealcoat projects, leaving \$1,700,000 to fund mill and overlay and street reconstruction projects. Per the adopted Special Assessments Policy, special assessments may fund up to 25% of mill and overlay and street reconstruction projects. Staff therefore proposes to use street reconstruction and overlay bonds to pay for project costs initially, after which up to 25% will be paid back over time using special assessment proceeds.

Recommendation:

Staff recommends Alternative #1.

Action:

Motion to adopt Resolution #17-07-168 ordering a Feasibility Report for Improvement Project #18-00, Stanhope Terrace Street Reconstructions.

Attachments

Resolution 1707168

Street Map Figure

CIP Project Sheet

Form Review

Inbox

Kurt Ulrich

Form Started By: Bruce Westby

Final Approval Date: 07/06/2017

Reviewed By

Kurt Ulrich

Date

07/06/2017 11:42 AM

Started On: 07/03/2017 08:57 AM

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

RESOLUTION #17-07-168

**RESOLUTION ORDERING FEASIBILITY REPORT FOR
IMPROVEMENT PROJECT #18-00
STANHOPE TERRACE STREET RECONSTRUCTIONS**

WHEREAS, the City of Ramsey proposes to reconstruct approximately 0.52 miles of streets within the Stanhope Terrace development, and to assess benefitted properties for all or a portion of the cost of the improvements, pursuant to Minnesota Statutes Chapter 429, the City Charter, and the City's adopted Special Assessments Policy.

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

That the proposed improvements, designated as Improvement Project No. 18-00, be referred to the City Engineer for study, and that the City Engineer is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvements are necessary, cost-effective, and feasible; whether they should best be made as proposed or in conjunction with some other improvement; the estimated cost of the improvements as recommended; and a description of the methodology used to calculate individual assessments for benefitted properties.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

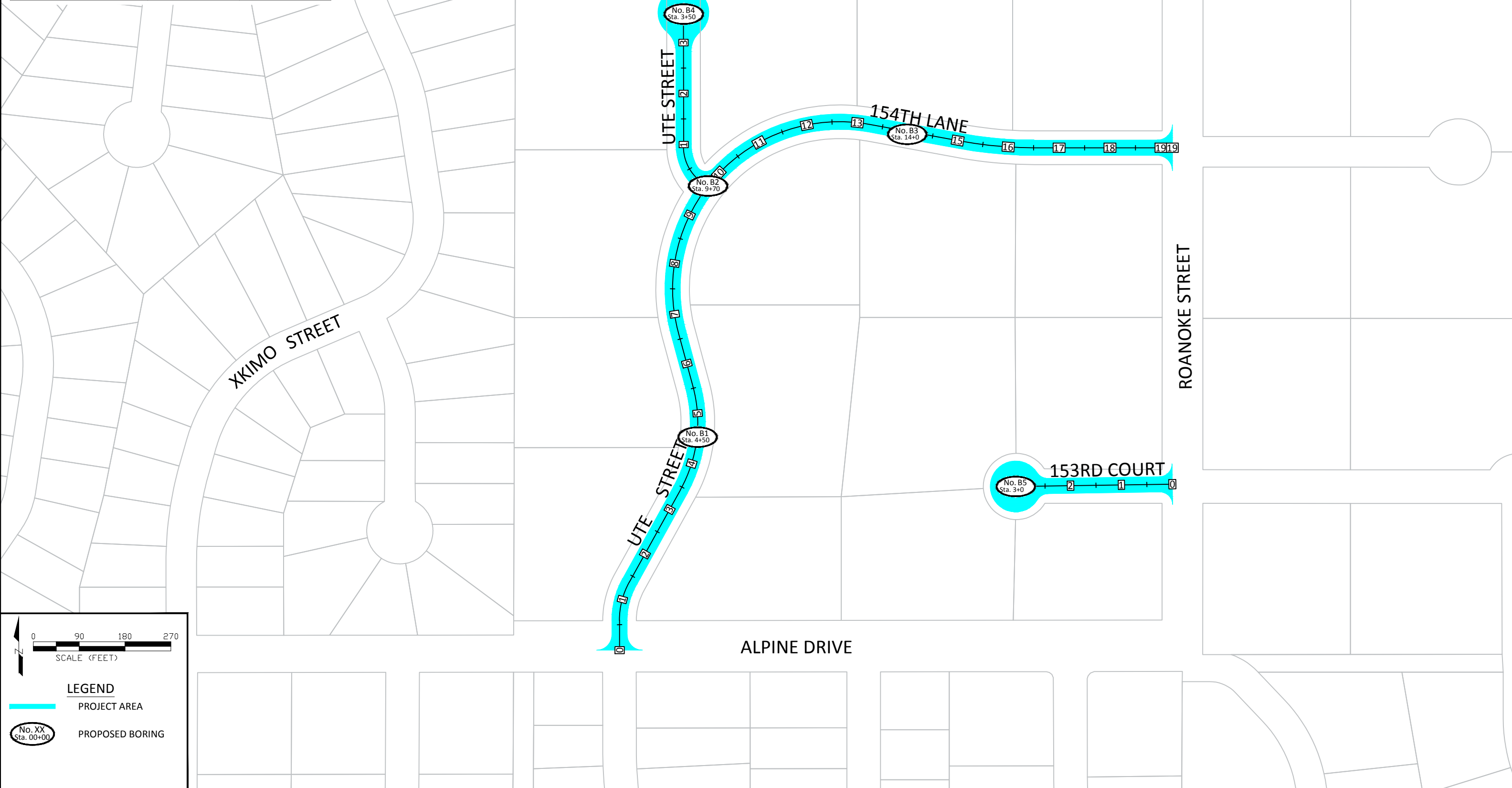
Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of July, 2017.

Mayor

ATTEST:

City Clerk

MAP AREA B SUMMARY		
STREET NAME	LENGTH (FEET)	SOIL BORINGS
153RD COURT	393	1
154TH LANE	985	1
UTE STREET	1385	3
TOTAL	2763	5





0 90 180 270
SCALE (FEET)

LEGEND

 PROJECT AREA

 PROPOSED BORING

Project #	15-STR-008
Project Name	Reconstruction Streets Stanhope Terr & North Forty

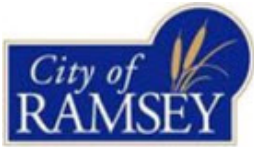
Department	Street Improvements
Contact	
Type	Improvement
Useful Life	60 Years
Category	Street Improvement
Priority	3-Existing Obligation (Med)
Status	Active

Description	Total Cost \$1,750,000
Reconstruction of streets in Stanhope Terrace: Ute Street, 153rd Lane, 154th Lane North Forty: 163rd Lane, Alpaca st, Chameleon St. Total Project Cost = \$ 1,750,000 Street Improvement: \$1,351,800 Storm Water Improvments: \$ 398,200 ***	

Justification
These streets are in poor condition and require reconstruction. The pavement has deteriorated beyond the point where an overlay could be applied. This project will install concrete curb and gutter and storm sewer. Look at Possibility of Using MSA or PIR funds for portion of costs instead of bonding.

Expenditures	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
Improvements Other than Building Cost		1,750,000									1,750,000
Total		1,750,000									1,750,000

Funding Sources	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
Special Assessment - Bonded		437,500									437,500
Storm Water Utility Fund		398,200									398,200
GO Bonding (Road Funding)		914,300									914,300
Total		1,750,000									1,750,000



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CC Regular Session

7.5.

Meeting Date: 07/11/2017

By: Bruce Westby, Engineering/Public
Works

Information

Title:

Adopt Resolution #17-07-169 Ordering Feasibility Report for Improvement Project #18-01, North Forty Street Reconstructions

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #17-07-169 ordering a Feasibility Report for Improvement Project #18-01, North Forty Street Reconstructions.

Background:

The City of Ramsey's current 10-year Capital Improvement Plan, which covers calendar years 2017 to 2026, identifies numerous streets proposed to be reconstructed in 2018 as part of the City's long-term Street Maintenance Program. Among these streets are about 0.56 miles of streets within the North Forty development, which is located in the central portion of the City. These streets, which are identified in the attached figure, include:

- 163rd Lane – Armstrong Boulevard to Alpaca Street
- Alpaca Street, north of 163rd Lane
- Chameleon Street, north of 163rd Lane

Upon Council authorization, the Feasibility Report will be prepared in-house. While preparing the report, Staff will explore available options for minimizing project costs, such as by reclaiming existing pavement sections rather than removing and replacing all existing pavement.

The Feasibility Report will utilize data currently being gathered using Ground Penetrating Radar and soil borings per previous Council approvals.

Notification:

No notifications are required for this case.

Observations/Alternatives:

Observations:

Preparing a Feasibility Report for the proposed improvements will allow staff to refine estimated project costs and develop a proposed funding program, and allows for the use of special assessments against benefiting properties as a partial funding source.

The Feasibility Report will explore numerous aspects of the proposed improvements including whether they are feasible and necessary, whether they are cost-effective, and whether they should be completed alone or in conjunction with other improvements. Estimated costs will be explored in greater detail than was used to estimate

costs for the CIP. A more detailed project funding program will also be explored, including a description of the methodology used to calculate individual special assessments for benefiting parcels. A proposed project schedule will also be explored in greater detail.

While preparing the Feasibility Report, Staff will conduct a public information meeting with the residents of North Forty to explain the need for the proposed improvements, the scope of the improvements, estimated costs, proposed funding program, and proposed schedule.

Staff anticipates requesting Council acceptance of the Feasibility Report this September to allow the project to proceed in a timely manner with construction beginning in the spring of 2018. This will also provide for compliance with all applicable provisions of the City Charter, the City's Special Assessments Policy, and Minnesota Statute Chapter 429.

Alternatives:

Alternative #1 – Motion to adopt Resolution #17-07-169 ordering a Feasibility Report for Improvement Project #18-01, North Forty Street Reconstructions.

Alternative #2 – Motion to deny adoption of Resolution #17-07-169 at this time.

Funding Source:

The Feasibility Report will be completed in-house as part of Staff's regular duties. No additional expenditures are anticipated.

The current Capital Improvement Plan (CIP) estimates costs for reconstructing these streets at \$900,000. Estimated project costs and funding sources will be further refined during preparation of the Feasibility Report.

Based on 2013 cost estimates, the City of Ramsey is funding approximately \$11,000,000 for Street Maintenance Program costs over the 5-year period from 2015 to 2019. This equates to an average annual expenditure of \$2,200,000 to fund all sealcoat, mill and overlay, and street reconstruction projects. The City currently budgets \$500,000 annually for sealcoat projects, leaving \$1,700,000 to fund mill and overlay and street reconstruction projects. Per the adopted Special Assessments Policy, special assessments may fund up to 25% of mill and overlay and street reconstruction projects. Staff therefore proposes to use street reconstruction and overlay bonds to pay for project costs initially, after which up to 25% will be paid back over time using special assessment proceeds.

Recommendation:

Staff recommends Alternative #1.

Action:

Motion to adopt Resolution #17-07-169 ordering a Feasibility Report for Improvement Project #18-01, North Forty Street Reconstructions.

Attachments

Resolution 1707169

Street Map Figure

CIP Project Sheet

Form Review

Inbox

Kurt Ulrich

Form Started By: Bruce Westby

Final Approval Date: 07/06/2017

Reviewed By

Kurt Ulrich

Date

07/06/2017 11:42 AM

Started On: 07/03/2017 08:57 AM

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

RESOLUTION #17-07-169

**RESOLUTION ORDERING FEASIBILITY REPORT FOR
IMPROVEMENT PROJECT #18-01
NORTH FORTY STREET RECONSTRUCTIONS**

WHEREAS, the City of Ramsey proposes to reconstruct approximately 0.56 miles of streets within The North Forty development, and to assess benefitted properties for all or a portion of the cost of the improvements, pursuant to Minnesota Statutes Chapter 429, the City Charter, and the City's adopted Special Assessments Policy.

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

That the proposed improvements, designated as Improvement Project No. 18-01, be referred to the City Engineer for study, and that the City Engineer is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvements are necessary, cost-effective, and feasible; whether they should best be made as proposed or in conjunction with some other improvement; the estimated cost of the improvements as recommended; and a description of the methodology used to calculate individual assessments for benefitted properties.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

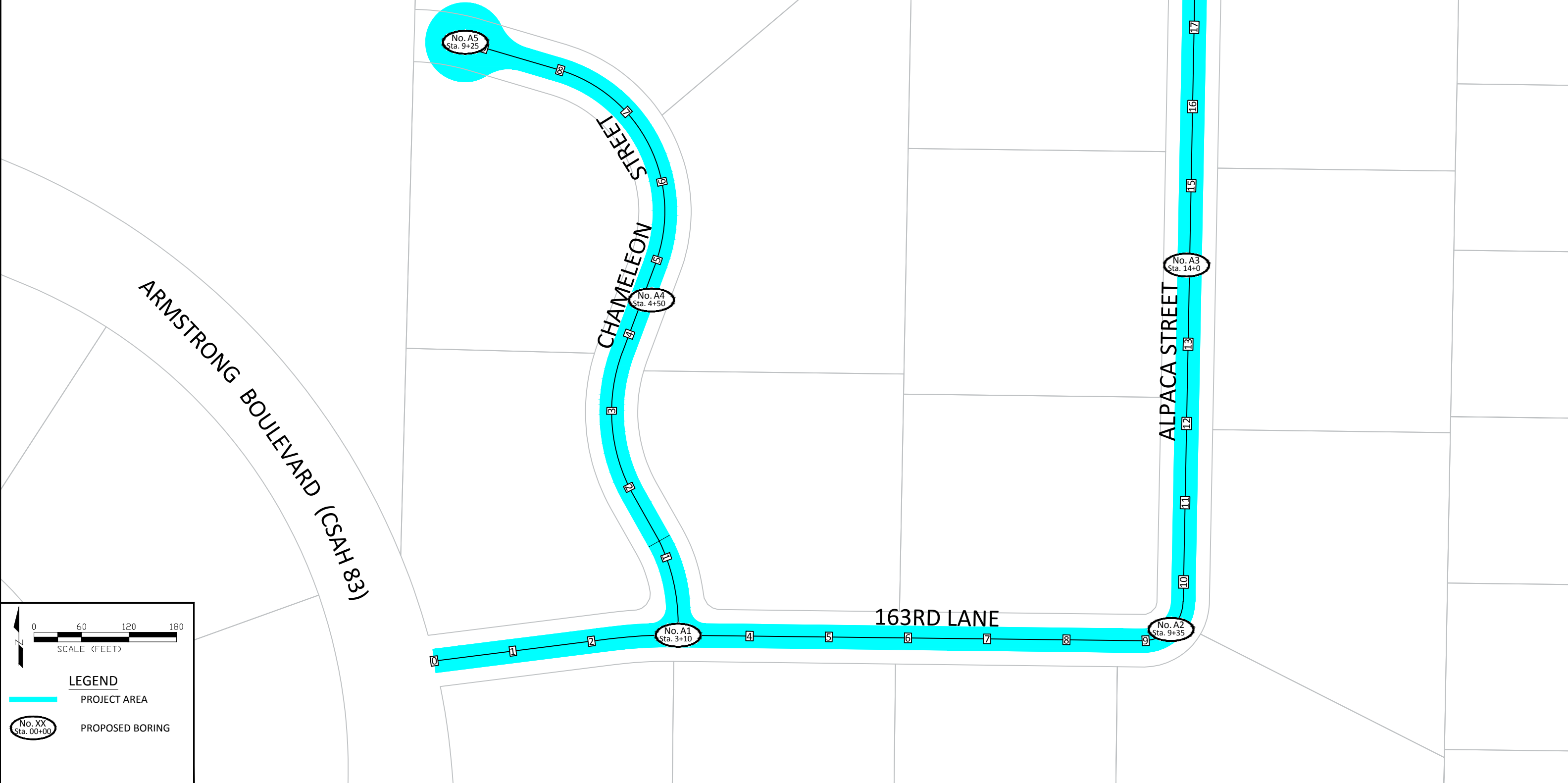
Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of July, 2017.

Mayor

ATTEST:

City Clerk

MAP AREA A SUMMARY		
STREET NAME	LENGTH (FEET)	SOIL BORINGS
163RD LANE	1020	2
ALPACA STREET	939	1
CHAMELEON STREET	980	2
TOTAL	2939	5



Project #	15-STR-008
Project Name	Reconstruction Streets Stanhope Terr & North Forty

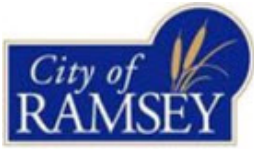
Department	Street Improvements
Contact	
Type	Improvement
Useful Life	60 Years
Category	Street Improvement
Priority	3-Existing Obligation (Med)
Status	Active

Description	Total Cost \$1,750,000
Reconstruction of streets in Stanhope Terrace: Ute Street, 153rd Lane, 154th Lane North Forty: 163rd Lane, Alpaca st, Chameleon St.	
Total Project Cost = \$ 1,750,000 Street Improvement: \$1,351,800 Storm Water Improvments: \$ 398,200 ***	

Justification
These streets are in poor condition and require reconstruction. The pavement has deteriorated beyond the point where an overlay could be applied. This project will install concrete curb and gutter and storm sewer.
Look at Possibility of Using MSA or PIR funds for portion of costs instead of bonding.

Expenditures	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
Improvements Other than Building Cost		1,750,000									1,750,000
Total		1,750,000									1,750,000

Funding Sources	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
Special Assessment - Bonded		437,500									437,500
Storm Water Utility Fund		398,200									398,200
GO Bonding (Road Funding)		914,300									914,300
Total		1,750,000									1,750,000



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CC Regular Session

7. 6.

Meeting Date: 07/11/2017

By: Bruce Westby, Engineering/Public
Works

Information

Title:

Adopt Resolution #17-07-170 Ordering Feasibility Report for Improvement Project #18-02, Hy-10 Ramsey Street Reconstructions

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #17-07-170 ordering a Feasibility Report for Improvement Project #18-02, Hy-10 Ramsey Street Reconstructions.

Background:

The City of Ramsey's current 10-year Capital Improvement Plan, which covers calendar years 2017 to 2026, identifies numerous streets proposed to be reconstructed in 2018 as part of the City's long-term Street Maintenance Program. Though none of the streets in Ramsey Hy-10 are listed in the current CIP, these streets were originally proposed to receive mill and overlay improvements in 2015. However, due to the pending construction of the Armstrong Interchange and the re-evaluation of the condition of the streets, staff determined it would be best to reconstruct these streets in the future.

Approximately 0.27 miles of streets in the Hy-10 Ramsey development, which is located in the south-central portion of the City, are in need of reconstruction. These streets, which are identified in the attached figure, include:

- 146th Avenue, 250 feet east of Ferret Street
- 147th Avenue, 250 feet east of Ferret Street
- Ferret Street, north of 146th Avenue

Upon Council authorization, the Feasibility Report will be prepared in-house. While preparing the report, Staff will explore available options for minimizing project costs, such as by reclaiming existing pavement sections rather than removing and replacing all existing pavement.

The Feasibility Report will utilize data currently being gathered using Ground Penetrating Radar and soil borings per previous Council approvals.

Notification:

No notifications are required for this case.

Observations/Alternatives:

Observations:

Preparing a Feasibility Report for the proposed improvements will allow staff to refine estimated project costs and develop a proposed funding program, and allows for the use of special assessments against benefiting properties as a partial funding source.

The Feasibility Report will explore numerous aspects of the proposed improvements including whether they are feasible and necessary, whether they are cost-effective, and whether they should be completed alone or in conjunction with other improvements. Estimated costs will be explored in greater detail than was used to estimate costs for the CIP. A more detailed project funding program will also be explored, including a description of the methodology used to calculate individual special assessments for benefiting parcels. A proposed project schedule will also be explored in greater detail.

While preparing the Feasibility Report, Staff will conduct a public information meeting with the business and property owners of Hy-10 Ramsey to explain the need for the proposed improvements, the scope of the improvements, estimated costs, proposed funding program, and proposed schedule.

Staff anticipates requesting Council acceptance of the Feasibility Report this September to allow the project to proceed in a timely manner with construction beginning in the spring of 2018. This will also provide for compliance with all applicable provisions of the City Charter, the City's Special Assessments Policy, and Minnesota Statute Chapter 429.

Alternatives:

Alternative #1 – Motion to adopt Resolution #17-07-170 ordering a Feasibility Report for Improvement Project #18-02, Hy-10 Ramsey Street Reconstructions.

Alternative #2 – Motion to deny adoption of Resolution #17-07-170 at this time.

Funding Source:

The Feasibility Report will be completed in-house as part of Staff's regular duties. No additional expenditures are anticipated.

Based on 2013 cost estimates, the City of Ramsey is funding approximately \$11,000,000 for Street Maintenance Program costs over the 5-year period from 2015 to 2019. This equates to an average annual expenditure of \$2,200,000 to fund all sealcoat, mill and overlay, and street reconstruction projects. The City currently budgets \$500,000 annually for sealcoat projects, leaving \$1,700,000 to fund mill and overlay and street reconstruction projects. Per the adopted Special Assessments Policy, special assessments may fund up to 25% of mill and overlay and street reconstruction projects. Staff therefore proposes to use street reconstruction and overlay bonds to pay for project costs initially, after which up to 25% will be paid back over time using special assessment proceeds.

Recommendation:

Staff recommends Alternative #1.

Action:

Motion to adopt Resolution #17-07-170 ordering a Feasibility Report for Improvement Project #18-02, Hy-10 Ramsey Street Reconstructions.

Attachments

Resolution 1707170

Street Map Figure

Form Review

Inbox

Reviewed By

Date

Kurt Ulrich
Form Started By: Bruce Westby
Final Approval Date: 07/06/2017

07/06/2017 11:42 AM
Started On: 07/03/2017 10:42 AM

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

RESOLUTION #17-07-170

**RESOLUTION ORDERING FEASIBILITY REPORT FOR
IMPROVEMENT PROJECT #18-02
HY-10 RAMSEY STREET RECONSTRUCTIONS**

WHEREAS, the City of Ramsey proposes to reconstruct approximately 0.27 miles of streets within the Hy-10 Ramsey development, and to assess benefitted properties for all or a portion of the cost of the improvements, pursuant to Minnesota Statutes Chapter 429, the City Charter, and the City's adopted Special Assessments Policy.

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

That the proposed improvements, designated as Improvement Project No. 18-02, be referred to the City Engineer for study, and that the City Engineer is instructed to report to the Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvements are necessary, cost-effective, and feasible; whether they should best be made as proposed or in conjunction with some other improvement; the estimated cost of the improvements as recommended; and a description of the methodology used to calculate individual assessments for benefitted properties.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

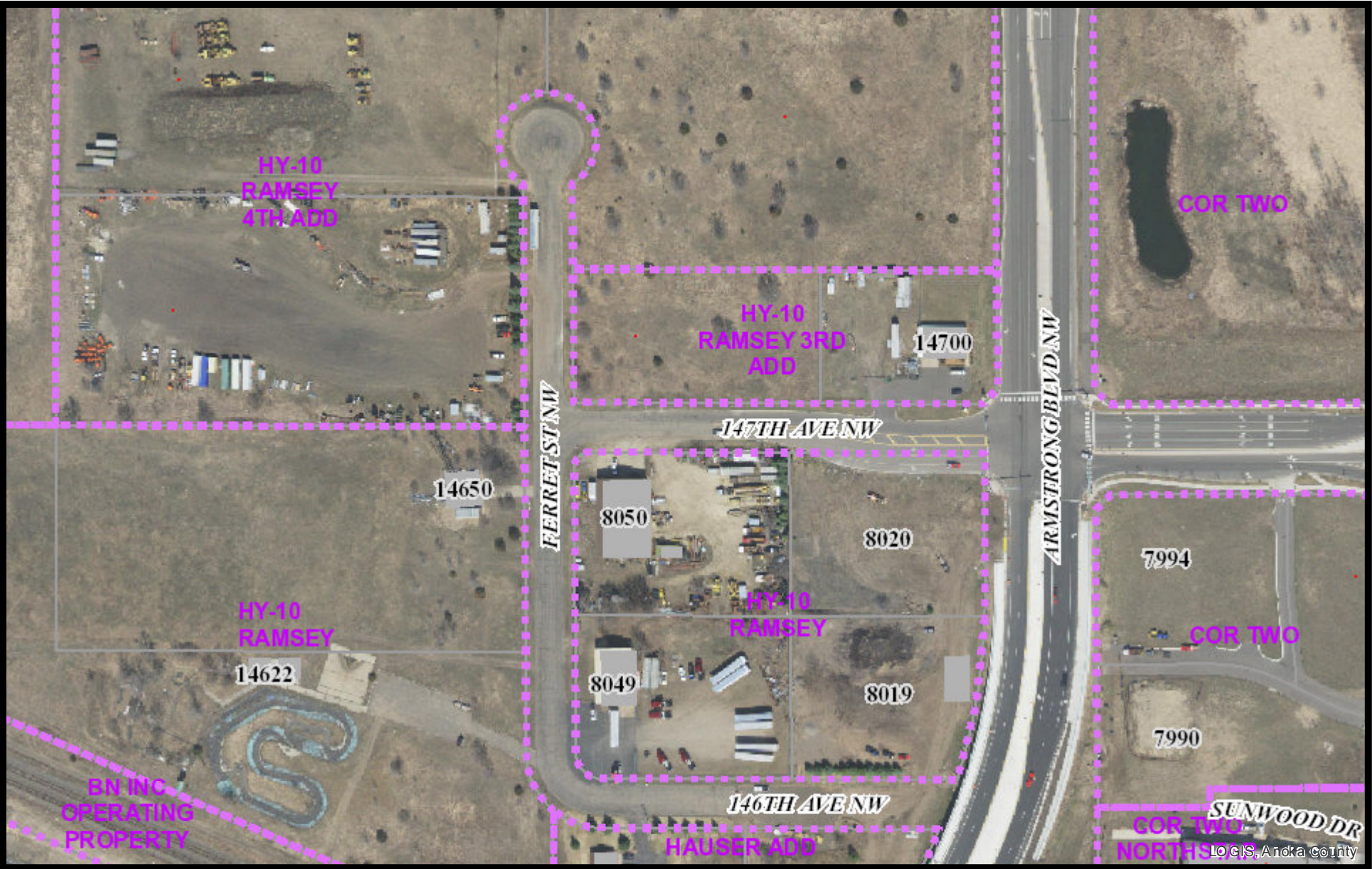
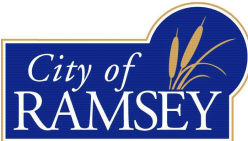
Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of July, 2017.

Mayor

ATTEST:

City Clerk

HY-10 Ramsey



Print Date: July 5, 2017

