City of Ramsey
Agenda
REVISED
Regular City Council
Monday, August 12, 2019
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

1. Call to Order

2. Presentation

3. Citizen Input

4. Consent Agenda

1. Approve Licenses
2. Approve Rental Licenses
3. Adopt Resolution #19-186 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 18, 2019 through August 7, 2019
4. Adopt Resolution #19-161 Approving a Conditional Use Permit for an Oversized Accessory Building at 15800 Traprock St NW, Case of James Couch
5. Adopt Resolution #19-163 Authorizing Letter of Support for Anoka Conservation District's Grant Application for Rum River Bank Stabilization Projects
6. Adopt Resolution #19-181 Granting an Interim Use Permit to a Religious Institution at 6937 Highway 10; Case of Freedom Church
7. Adopt Resolution #19-182 Granting an Interim Use Permit to Operate a Religious Institution at 7101 143rd Ave NW; Case of St. Katharine Drexel
8. Adopt Resolution #19-183 to Grant a Conditional Use Permit for an Oversized Second Ground Sign at 8390 Highway 10 NW (Project No. 19-128); Case of Lazydays RV
9. Adopt Resolution #19-187 Approving Code Enforcement Action Plan at 5431 164th LN NW
10. Adopt Resolution #19-188 Approving Right of Re-Entry Agreement for Lot 1, Block 1, Anderson Dahlen South Addition; Case of Knoll Properties LLC.
11. Adopt Resolution #19-192 Approving Development Agreement for Armstrong West Retail Mall, Case of PSD, LLC dba Armstrong West Retail Mall, LLC.

12. Adopt Resolution #19-193 Approving Updated Development Agreement for Anderson Dahlen (Project #19-109); Case of Knoll Properties (Anderson Dahlen)

13. Adopt Resolution #19-194 Approving the Release of a Conditional Use Permit and Vacation of an existing Drainage and Ponding Easement on Lot 1 Block 1 and Outlot A Bury & Carlson Addition (Project #19-109); Case of Anderson Dahlen

14. Adopt Resolution #19-196 Approving Multiple Agreements Related to the Delta ModTech Project

- Right of Entry Agreement
- Stormwater Treatment and Ponding Maintenance Agreement
- Trail Easement

15. Adopt Resolution #19-184 to Backfill the Engineering Technician II Position.

16. Adopt Resolution #19-185 Promoting an Engineering Technician II to Engineering Technician IV

17. Adopt Resolution #19-195 Approving a Restructure to the Paid-on-call Firefighter Pay Scale

18. Report from Public Works Committee.
1. Update on Pavement Maintenance Plan for Ferret Street and 147th Avenue Intersection: Motion for City Council to ratify the consensus of the Committee direction to suspend improvements to the intersection of Ferret Street and 147th Avenue in 2019.
2. Update on Variolite Street Reconstruction Options: Motion for City Council to ratify the consensus of the Committee direction for staff to proceed on development of the Variolite Street reconstruction project for 2020.

5. Approve Agenda

6. Public Hearing

1. PUBLIC HEARING: Introduce Ordinance #19-09 Vacating Right-of-Way for River Walk Village; Case of Don Kveton/Village Bank (Project 18-163)

7. Council Business

1. REVISED: Adopt Resolution #19-197 Approving Amended and Restated Assessment Agreements for Hageman Holdings Related to Delta ModTech Project

2. Introduce Proposed Ordinance #19-11 Implementing a Gas Franchise Fee on Centerpoint Energy for Providing Gas Service Within the City of Ramsey, Introduce Proposed Ordinance #19-12 Implementing an Electric Franchise Fee on Connexus Energy for Providing Electric Service Within the City of Ramsey and Introduce Proposed Ordinance #19-13 Implementing an Electric Franchise Fee on the City of Anoka Electric for Providing Electric Service Within the City of Ramsey.

3. Adopt Resolution #19-198 Denying a Massage Therapy License

4. Adopt Resolution #19-176 Approving PRIME Advertising Contracts for Ramsey Resident Newsletter and Annual Community Resource Guide

5. Adopt Resolution #19-189 to Backfill the Vacant Part-time Recreation Specialist Position

6. Adopt Resolution #19-191 Approving Centralized Water Treatment Request for Proposals and Authorizing Solicitation of Proposals

8. Mayor/Council/Staff Input

9. Adjournment

CC Regular Session **4. 1.**

Meeting Date: 08/12/2019

By: Wendy Schlueter, Community Development

Information

Title

Approve Licenses

Purpose/Background:

Purpose:

The purpose of this case is to approve various license requests for 2019.

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 City Council approval.

Recommendation:

Staff recommends approval of license applications contingent upon completion of background checks.

Action:

Motion to approve the attached license applications contingent upon completion of background checks.

Attachments

August 2019 Licenses

Form Review

Inbox	Reviewed By	Date
Sean Sullivan	Sean Sullivan	08/06/2019 09:54 AM
Tim Gladhill	Tim Gladhill	08/08/2019 06:36 AM
Kurt Ulrich	Kurt Ulrich	08/08/2019 08:29 AM
Form Started By: Wendy Schlueter		Started On: 07/26/2019 12:21 PM
Final Approval Date: 08/08/2019		

Report Name: License Report - License Types
Council Dates: 8/12/2019 to 8/12/2019
Status: Active, Inactive
License Type(s): 3.2 Beer Off-Sale, 3.2 Beer On-Sale Temporary, Liquor 2 A.M. Closing, Liquor Off-Sale, Liquor On-Sale, Liquor On-Sale Sunday, Temporary Intoxicating, Wine On-Sale, Amusement Center, Amusement Devices/Billiard Tables, Business License-1st Year, Business License-Renewal, Garbage Haulers, Pawnbroker, Second Hand Goods Dealer, Special Events, Temporary Amusement/Carnival/Circus, Therapeutic Massage Establishment, Therapeutic Massage Therapist, Tobacco, Transient Merchant/Peddler/Solicitor

City of Ramsey
License Report - License Types

Company	Location	Complex	Exp. Date	Council Date	Status
Transient Merchant/Peddler/Solic					
JWT Heavenly Springers	8241 161st Ave NW	David Richards	12/31/2019	8/12/2019	A
FML Solutions inc.	8221 161st Ave NW	Ron & Lucinda Benson	12/31/2019	8/12/2019	A

Transient Merchant/Peddler/Solicitor License Count: 2

Total Licenses: 2

CC Regular Session **4. 2.**

Meeting Date: 08/12/2019

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 2019.

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.

Attachments

Rental License Applications

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/07/2019 03:58 PM
Form Started By: JoAnn Shaw		Started On: 07/31/2019 11:38 AM
Final Approval Date: 08/07/2019		

Report Name: License Report - License Types
Council Dates: 8/12/2019 to 8/12/2019
Status: Active, Inactive
License Type(s): Rental

City of Ramsey
License Report - License Types

Company	Location	Complex	Exp. Date	Council Date	Status
Rental					
Krista Johnson	6980 137th La NW		8/12/2022	8/12/2019	A
Christopher Stromberg	14961 Fluorine St NW		8/12/2022	8/12/2019	A
Christine M Jouppi	15445 Sodium St NW		8/12/2022	8/12/2019	A
Affinity Ramsey Manager, LLC	14529 Willemite St NW	Affinity at Ramsey	8/12/2022	8/12/2019	A

Rental License Count: 4

Total Licenses: 4

CC Regular Session **4. 3.**

Meeting Date: 08/12/2019

By: Jackie Lipski, Finance

Information

Title

Adopt Resolution #19-186 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 18, 2019 through August 7, 2019

Action:

Motion to Adopt Resolution #19-186 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 18, 2019 through August 7, 2019.

Attachments

Bills List 8/12/19

Resolution 8/12/2019

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	08/06/2019 01:46 PM
Kurt Ulrich	Kurt Ulrich	08/07/2019 04:02 PM
Form Started By: Jackie Lipski		Started On: 08/06/2019 01:35 PM
Final Approval Date: 08/07/2019		

CITY OF RAMSEY - FINANCE OFFICE Printed 8/6/2019

RAMSEY CITY COUNCIL MEETING

8/12/2019

BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Purchase Journal:	
Prepaids 7/18/19-8/7/19	511,481.38
Accounts Payable 7/18/19-8/7/19	397,457.19
Payroll 7/26/19	196,332.87

TOTAL SUBMITTED FOR APPROVAL THIS MEETING
(Invoices Available for Reviewal) **$ 1,105,271.44**

DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:	APPROVED PREV. MTG	2019 Y.T.D.
NET PAYROLL TOTAL	$ 172,627.85	$ 2,439,486.43
- CORRECTION TO PAYROLL		
PREPAIDS	335,354.90	3,974,221.32
- PREPAID ADJUSTMENTS		
WIRE TRANSFERS FOR DEBT SERVICE	32,602.50	929,567.10
- CORRECTION TO D.S.		
ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
- BILLS LIST SUBMITTED	245,154.65	4,159,786.73
ADD (DELETE) BILLS LIST SUBMITTED PAY ESTIMATE(S)	193,388.99	853,485.43
- CHECKS VOIDED	0.00	0.00
TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED	**$ 979,128.89**	**$ 12,356,547.01**

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
109090	**7/18/2019**		**100012 ACE SOLID WASTE INC**						
		104.64	JULY 19 FIRE DEPTS		97633	5052910	0220.6374		REFUSE/RECYCLING
		104.64							
109091	**7/18/2019**		**114032 CHYRKLUND, MICHAEL**						
		100.00	REF BIKE LOCKER DEPOSIT		97637	071519	9101.4305		RENTAL FEES
		100.00							
109092	**7/18/2019**		**100116 CONNEXUS ENERGY**						
		85.00	SIRENS		97638	759126-303095 JUNE 19	0250.6371		ELECTRIC UTILITIES
		85.00							
109093	**7/18/2019**		**117074 MOORE, LAURA**						
		15.00	REIMB PEARSON PARK DED.		97643	071519	0452.6249		MISCELLANEOUS OPERA
		15.00							
109094	**7/18/2019**		**116828 OSTERHUS, MICHELLE**						
		50.00	PHOTO CONTEST- REPLACE CHECK		97644	071819	0452.6489		OTHER CONTRACTED SE
		50.00							
109095	**7/18/2019**		**100678 PETTY CASH**						
		23.99	CHLOE B-DAY CAKE/INTERN LUNCH		97645	071519	0130.6249		MISCELLANEOUS OPERA
		10.00	C. LASHER-MCFOA BAL CERT.		97645	071519	0130.6335		TRAINING
		17.96	ELECTION SUPPLIES		97645	071519	0141.6249		MISCELLANEOUS OPERA
		20.00	PD UNDERCOVER OP		97645	071519	0211.6331		TRAVEL & LODGING
		71.95							
109096	**7/18/2019**		**100391 POSTMASTER**						
		1,864.82	POSTAGE SUMMER 19 RECYCLER		97646	071119	9604.6249		MISCELLANEOUS OPERA
		1,864.82							
109097	**7/18/2019**		**117073 RANDY HELLMAN CONSTRUCTION LLC**						
		500.00	REF HOME ESC 6940 148TH LN		97647	071819	9804.6433	00116653	REFUNDS
		500.00							
109098	**7/18/2019**		**109821 T H CONSTRUCTION OF ANOKA, INC**						
		5,000.00	REF LAND ESC 16346 LITHIUM ST		97648	071819	9252.1155.1		MANUAL-ACCOUNTS REC
		1,500.00	REF ERO ESC 16346 LITHIUM ST		97649	071819A	9804.6433	00116806	REFUNDS
		6,500.00							
109147	**7/25/2019**		**107867 ABM EQUIPMENT AND SUPPLY**						
		484.03	MISC PARTS		97677	0160257	9602.6257		OTHER VEHICLE PARTS
		484.03							
109148	**7/25/2019**		**111377 ANOKA MUNICIPAL UTILITY**						
		132.10	CTY RD 116/HWY47 SIGNAL		97678	22-613120-01 JUNE 19	0260.6371		ELECTRIC UTILITIES
		42.07	BUNKER LK BLVD/DYSPOSIUM		97679	22-612000-01 JUNE 19	0260.6371		ELECTRIC UTILITIES
		39.60	14034 DYSPOSIUM ST LT		97680	22-610280-00 JUNE 19	9603.6371		ELECTRIC UTILITIES
		56.80	RAMSEY STREET LIGHTS		97681	22-990005-01 JUNE 19	9603.6371		ELECTRIC UTILITIES
		270.57							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
109149	7/25/2019		100063 ASPEN MILLS						Continued.
		364.45	MISC J. BRANDON		97722	234697	0211.6231		UNIFORMS & TURN-OUT
		30.00	CITY REQ LATE FEE INTEREST		97722	234697	0153.6489		OTHER CONTRACTED SE
		394.45							
109150	7/25/2019		110751 BARR ENGINEERING COMPANY						
		352.00	WELLHEAD PROT PLAN		97684	23021081.00-1	9601.6315	00201905	MISCELLANEOUS PROFE
		352.00							
109151	7/25/2019		117080 BLIP II LLC						
		4,846.29	TIF 1ST PAYMENT 8/1/2019		97685	072519	9216.6433		REFUNDS
		4,846.29							
109152	7/25/2019		100297 CENTERPOINT ENERGY						
		66.89	5650 ALPINE DR NW		97688	5961540-1 JUNE 19	0220.6373		GAS
		20.60	15050 ARMSTRONG BLVD		97689	5914352-9 JUNE 19	0220.6373		GAS
		15.33	14515 E TOWN CENTER DR		97690	8782239-1 JUNE 19	9601.6373		GAS
		865.97	7550 SUNWOOD DR		97691	6702493-5 JUNE 19	0194.6373		GAS
		23.24	6701 HIGHWAY 10		97692	6011580-5 JUNE 19	9410.6373	00041012	GAS
		992.03							
109153	7/25/2019		100111 COMMERCIAL ASPHALT COMPANY						
		1,534.91	ASPHALT		97721	190715	0311.6265		ASPHALT
		30.36-	ASPHALT- DISCOUNT		97721	190715	0311.6265		ASPHALT
		1,504.55							
109154	7/25/2019		100116 CONNEXUS ENERGY						
		11,791.27			97695	759126-303102 JUNE 19	9601.6371		ELECTRIC UTILITIES
		933.96			97695	759126-303102 JUNE 19	9602.6371		ELECTRIC UTILITIES
		12,725.23							
109155	7/25/2019		100117 CONNEXUS ENERGY						
		2,182.00	16996 NOWTHEN TRAFFIC SIGNAL		97694	COM0001159	0260.6371		ELECTRIC UTILITIES
		2,182.00							
109156	7/25/2019		106583 DELTA DENTAL PLAN OF MINNESOTA						
		3,627.70	AUG 19 DENTAL INS		97696	7711177	9101.2170		DENTAL/DISABILITY/LIFE
		3,627.70							
109157	7/25/2019		106624 EHLERS AND ASSOCIATES, INC						
		490.00	MAY 19 DELTA PROJECT		97698	80488	9804.6315	00116922	MISCELLANEOUS PROFE
		1,470.00	APR/MAY 19 DELTA MOD TECH		97700	80403	9804.6315	00116922	MISCELLANEOUS PROFE
		1,960.00							
109158	7/25/2019		115393 GLOBAL CLOSING AND TITLE SERVICES						
		452.08	UB REF 15426 FLUORINE ST		97701	072519	9601.4651		WATER REVENUE
		452.08							
109159	7/25/2019		115574 HEALTHPARTNERS						

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
109159	7/25/2019		115574 HEALTHPARTNERS						Continued.
		51,269.50	AUG 2019 MEDICAL INS		97703	90993541	9101.2176		LIFE/HEALTH-EMPLOYEE
		51,269.50							
109160	7/25/2019		115959 HOSCH, HELEN						
		26.30	UB REFUND 15035 RAMSEY BLVD		97705	072519	9601.4651		WATER REVENUE
		26.30							
109161	7/25/2019		115328 LENNAR						
		1,500.00	REF ERO ESC 7512 159TH CT NW		97706	072519	9804.6433	00116747	REFUNDS
		1,500.00							
109162	7/25/2019		115826 LIFE FITNESS						
		30,186.52	TIF 5 PAYMENT 8-1-19		97707	072519	9215.6433		REFUNDS
		4,542.96	TIF 5 PAYMENT 8-1-19		97707	072519	9215.6433		REFUNDS
		34,729.48							
109163	7/25/2019		116169 LIFE INSURANCE CO OF NORTH AMERICA						
		19.40	AUG 19 LIFE INS		97708	AI960634 AUG 19	9101.2170		DENTAL/DISABILITY/LIFE
		17.04	AUG 19 LIFE INS		97708	AI960634 AUG 19	9101.2170		DENTAL/DISABILITY/LIFE
		36.44							
109164	7/25/2019		106570 MBPTA						
		100.00	E. KRUEGER -CONF CHAPTER1300		97709	071919	0240.6335		TRAINING
		100.00	B. SANCHEZ- CONF CHAPTER 1300		97710	071719	0240.6335		TRAINING
		200.00							
109165	7/25/2019		100351 NCPERS GROUP LIFE INS						
		416.00	AUG 19 LIFE INS		97712	071619	9101.2170		DENTAL/DISABILITY/LIFE
		416.00							
109167	7/25/2019		114811 RESIDENCE AT THE COR APARTMENTS LLC						
		89,788.48	TIF 9TH PYMT 8/1/2019		97716	072519	9214.6433		REFUNDS
		82,759.35	TIF 9TH PYMT 8/1/2019		97716	072519	9214.6433		REFUNDS
		172,547.83							
109168	8/1/2019		117092 AFFINITY PLUS						
		225.07	UB REFUND 7050 147TH AVE NW		97850	073019	9601.4651		WATER REVENUE
		225.07							
109169	8/1/2019		117102 AHLNESS, MARK AND GINA						
		293.88	UB REFUND 5740 158TH CT NW		97851	073019	9601.4651		WATER REVENUE
		293.88							
109170	8/1/2019		113692 ALL AMERICAN TITLE CO						
		195.69	UB REFUND 5075 155TH LN NW		97852	073019	9601.4651		WATER REVENUE
		195.69							
109171	8/1/2019		115236 BALLENSKY, MICHELLE						
		155.00	REFUND DAMAGE/KEY DEPOSIT		97853	073019	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
109172	8/1/2019		113607 BANKERS TITLE LLC						
		348.32	UB REFUND 15484 VANADIUM ST		97854	073019	9601.4651		WATER REVENUE
		348.32							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
109173	8/1/2019		117109 BOECK, JONATHAN AND MICHELLE						Continued.
		46.81	UB REFUND 7065 139TH AVE NW		97855	073019	9601.4651		WATER REVENUE
		46.81							
109174	8/1/2019		117098 CHAPMAN, ERIN						
		380.45	UB REFUND 13900 IRONSTONE TRL		97857	073019	9601.4651		WATER REVENUE
		380.45							
109175	8/1/2019		113795 CONCIERGE TITLE INC						
		352.79	UB REFUND 14210 DYSPROSIUM		97859	073019	9601.4651		WATER REVENUE
		352.79							
109176	8/1/2019		113795 CONCIERGE TITLE INC						
		251.23	UB REFUND 16018 URANIMATE		97860	073019A	9601.4651		WATER REVENUE
		251.23							
109177	8/1/2019		113795 CONCIERGE TITLE INC						
		205.68	UB REFUND 7111 148TH AVE NW		97861	073019B	9601.4651		WATER REVENUE
		205.68							
109178	8/1/2019		100116 CONNEXUS ENERGY						
		11.68	6401 HWY 10 NW-STATION SITE		97862	444931-270863 JUL 19	9603.6371		ELECTRIC UTILITIES
		11.68							
109179	8/1/2019		117104 DEFORREST, JONAS						
		288.83	UB REFUND 7540 162ND AVE NW		97865	073019	9601.4651		WATER REVENUE
		288.83							
109180	8/1/2019		117091 DRAHOSH, MIRIAM						
		155.00	REFUND KEY/DAMAGE DEP		97866	073019	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
109181	8/1/2019		115607 DVS						
		17.00	TABS/PLATES 376		97867	072919	0211.6249		MISCELLANEOUS OPERA
		17.00							
109182	8/1/2019		100870 EDINA REALTY TITLE						
		439.10	UB REFUND 5746 155TH LN NW		97871	073019	9601.4651		WATER REVENUE
		204.20	UB REFUND 13939 IRONSTONE TER		97872	073019A	9601.4651		WATER REVENUE
		178.90	UB REFUND 5400 144TH WAY		97873	073019B	9601.4651		WATER REVENUE
		42.44	UB REFUND 8411 163RD AVE NW		97874	073019C	9601.4651		WATER REVENUE
		38.43	UB REFUND 17040 DRISCOLL ST		97875	073019D	9601.4651		WATER REVENUE
		903.07							
109183	8/1/2019		116940 ENTITLE						
		396.70	UB REFUND 5980 146TH AVENUE		97876	073019	9601.4651		WATER REVENUE
		396.70							
109184	8/1/2019		112323 EULL'S MANUFACTURING CO.INC.						
		460.63	MORTAR MIX		97877	042841	9602.6249		MISCELLANEOUS OPERA
		460.63							
109185	8/1/2019		114251 EXECUTIVE ASSOCIATED TITLE						
		70.36	UB REFUND 7012 139TH AVE NW		97878	073019	9601.4651		WATER REVENUE
		70.36							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
109185	8/1/2019		114251 EXECUTIVE ASSOCIATED TITLE						Continued.
109186	8/1/2019		117103 HARTMAN, KEVIN AND HEIDI						
		310.52	UB REFUND 15591 YAKIMA ST		97879	073019	9601.4651		WATER REVENUE
		310.52							
109187	8/1/2019		116308 LAKESIDE TITLE INC						
		257.80	UB REFUND 15131 SODIUM ST		97882	073019	9601.4651		WATER REVENUE
		257.80							
109188	8/1/2019		113464 LAND TITLE						
		48.35	UB REFUND 14653 RHINESTONE WAY		97883	073019	9601.4651		WATER REVENUE
		48.35							
109189	8/1/2019		116779 LEGACY TITLE						
		830.50	UB REFUND 14610 WACO ST NW		97884	073019	9601.4651		WATER REVENUE
		830.50							
109190	8/1/2019		111865 LIBERTY TITLE INC						
		200.88	UB REFUND 14776 WILLEMITE WAY		97885	073019	9601.4651		WATER REVENUE
		199.22	UB REFUND 14571 OLIVINE TER		97886	073019A	9601.4651		WATER REVENUE
		177.86	UB REFUND 7333 E RAMSEY PKWY		97887	073019B	9601.4651		WATER REVENUE
		577.96							
109191	8/1/2019		116886 MAXFIELD RESEARCH AND CONSULTING						
		6,228.25	HOUSING MARKET STUDY JUNE 19		97888	16997	0191.6315		MISCELLANEOUS PROFE
		6,228.25							
109192	8/1/2019		117110 MUELLER, CHARLES						
		40.73	UB REFUND 15451 ARGON ST NW		97890	073019	9601.4651		WATER REVENUE
		40.73							
109193	8/1/2019		117099 MURPHY, DENELLE						
		15.14	UB REFUND 7002 139TH AVE NW		97891	073019	9601.4651		WATER REVENUE
		15.14							
109194	8/1/2019		117093 OPENDOOR LABS INC						
		265.63	UB REFUND 15851 OSMIUM ST NW		97892	073019	9601.4651		WATER REVENUE
		265.63							
109195	8/1/2019		117107 PONTIUS, RICHARD AND SUSAN						
		192.39	UB REFUND 14597 RHINESTONE		97893	073019	9601.4651		WATER REVENUE
		192.39							
109196	8/1/2019		110330 RESHETAR SYSTEM INC						
		2,270.00	SIGN DAMAGE CLEANUP		97894	19-26731	9702.6315		MISCELLANEOUS PROFE
		2,270.00							
109197	8/1/2019		117094 RESULTS TITLE						
		54.17	UB REFUND 7005 139TH AVE NW		97895	073019	9601.4651		WATER REVENUE
		54.17							
109198	8/1/2019		117095 RESULTS TITLE						
		148.23	UB REFUND 16640 QUICKSILVER		97896	073019	9601.4651		WATER REVENUE
		148.23							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
109199	8/1/2019		112996 STANTEC CONSULTING SERVICES INC						Continued.
		20.00	OVERPAYMENT RA040404		97897	073019	9101.4222		URBAN WATER PERMIT
		20.00							
109200	8/1/2019		117090 SUPERIOR CONSTRUCTION SERVICES INC						
		10.25	CANCEL RA040166		97898	072319	9101.4307		PERMIT PLAN REVIEW
		70.50	CANCEL RA040166		97898	072319	9101.4205		BUILDING PERMIT
		1.00	CANCEL RA040166		97898	072319	9101.2081		SURCHARGES-PERMITS
		81.75							
109201	8/1/2019		117106 THOMAS, DARREN						
		231.90	UB REFUND 6107 146TH AVE NW		97899	073019	9601.4651		WATER REVENUE
		231.90							
109202	8/1/2019		114172 TITLE GROUP INC						
		485.43	UB REFUND 6197 147TH AVE NW		97903	073019	9601.4651		WATER REVENUE
		485.43							
109203	8/1/2019		114172 TITLE GROUP INC						
		200.27	UB REFUND 7790 148TH LN NW		97904	073019A	9601.4651		WATER REVENUE
		200.27							
109204	8/1/2019		114172 TITLE GROUP INC						
		52.59	UB REFUND 7032 139TH AVE NW		97905	073019B	9601.4651		WATER REVENUE
		52.59							
109205	8/1/2019		115045 TITLE NEXUS LLC						
		317.87	UB REFUND 5728 155TH LN NW		97906	073019	9601.4651		WATER REVENUE
		317.87							
109206	8/1/2019		115456 TITLE SMART						
		52.53	UB REFUND 7370 BUNKER LK BLVD		97901	073019	9601.4651		WATER REVENUE
		52.53							
109207	8/1/2019		117096 TITLE SMART						
		214.45	UB REFUND 14684 QUICKSILVER ST		97902	073019	9601.4651		WATER REVENUE
		214.45							
109208	8/1/2019		114866 TITLE SMART INC						
		420.26	UB REFUND 5425 144TH WAY		97900	073019	9601.4651		WATER REVENUE
		420.26							
109209	8/1/2019		117101 TRAVINEK, EDWARD						
		350.87	UB REFUND 14884 WACO ST NW		97907	073019	9601.4651		WATER REVENUE
		350.87							
109210	8/1/2019		117108 TRUTWIN, JOSH						
		54.96	UB REFUND 6993 139TH AVE NW		97908	073019	9601.4651		WATER REVENUE
		54.96							
109211	8/1/2019		117105 UMLAND, ROBERT AND DENITA						
		227.58	UB REFUND 14830 LIMONITE ST NW		97909	073019	9601.4651		WATER REVENUE
		227.58							
109212	8/1/2019		117100 VEVEA, DAVID						
		345.05	UB REFUND 14741 ERKIUM ST NW		97911	073019	9601.4651		WATER REVENUE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
109212	8/1/2019		117100 VEVEA, DAVID						Continued.
		345.05							
109213	8/1/2019		117097 WATERMARK TITLE AGENCY						
		208.97	UB REFUND 15453 RADIUM ST		97912	073019	9601.4651		WATER REVENUE
		208.97							
1000300	7/19/2019		112663 CAPSTONE HOMES INC						
		5,000.00	REF LAND ESC 7379 168TH CIR		97634	071819	9252.1155.1		MANUAL-ACCOUNTS REC
		1,500.00	REF ERO ESC 15014 SNOWY OWL		97635	071819A	9804.6433	00116854	REFUNDS
		1,500.00	REF ERO ESC 7379 168TH CIR		97636	071819B	9804.6433	00116563	REFUNDS
		8,000.00							
1000301	7/19/2019		107603 DAHLBERG, NICHOLAS						
		15.00	LUNCH- TRAINING		97639	071819	0211.6331		TRAVEL & LODGING
		15.00							
1000302	7/19/2019		108737 EMERGENCY AUTOMOTIVE TECHNOLOGY INC						
		696.09	BUILD 392		97640	DL031519-25C	0211.6281		SMALL TOOLS & MINOR E
		258.57	BUILD 392		97641	DL031519-25E	0211.6281		SMALL TOOLS & MINOR E
		58.58	BUILD 392		97642	DL031519-25B	0211.6281		SMALL TOOLS & MINOR E
		1,013.24							
1000303	7/19/2019		105706 TINKLENBERG GROUP INC						
		3,300.00	JULY 19 (1 OF 12) RETAINER		97650	2084	9400.6315		MISCELLANEOUS PROFE
		3,300.00							
1000304	7/19/2019		100510 VERIZON WIRELESS						
		95.60	JUNE/JULY 2019 SERVICE		97651	9833215871	0280.6323		CELLULAR PHONES
		771.24	JUNE/JULY 2019 SERVICE		97651	9833215871	0211.6323		CELLULAR PHONES
		546.01	JUNE/JULY 2019 SERVICE		97651	9833215871	0211.6415		OTHER EQUIPMENT REN
		1,412.85							
1000305	7/19/2019		111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC						
		27.95	7550 SUNWOOD DR - PD		97652	750-1682-6501 JUNE 19	0211.6489		OTHER CONTRACTED SE
		27.95							
1000351	7/26/2019		116114 AVESIS THIRD PARTY ADMINISTRATORS						
		143.08	VISION INS AUG 2019		97683	2358403	9101.2170		DENTAL/DISABILITY/LIFE
		143.08							
1000352	7/26/2019		112663 CAPSTONE HOMES INC						
		1,500.00	REF ERO ESC 14999 SNOWY OWL ST		97686	072519	9804.6433	00116903	REFUNDS
		1,500.00	REF ERO ESC 8733 150TH LN NW		97687	072519A	9804.6433	00116849	REFUNDS
		3,000.00							
1000353	7/26/2019		100158 ECM PUBLISHERS INC						
		145.13	MOD TO DEVELOPMENT		97697	701494	9804.6315	00116922	MISCELLANEOUS PROFE
		145.13							
1000354	7/26/2019		100200 GOPHER STATE ONE CALL INC						
		109.80	JUNE 19 244 TICKETS		97702	9060686	9601.6249		MISCELLANEOUS OPERA
		109.80	JUNE 19 244 TICKETS		97702	9060686	9602.6249		MISCELLANEOUS OPERA
		109.80	JUNE 19 244 TICKETS		97702	9060686	9605.6249		MISCELLANEOUS OPERA
		329.40							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
1000354	**7/26/2019**		**100200 GOPHER STATE ONE CALL INC**						**Continued.**
1000355	**7/26/2019**		**114432 HESSE, BRADLEY**						
		36.67	REIMBURSE -VEHICLE SEARCHES		97704	072219	0211.6331		TRAVEL & LODGING
		36.67							
1000356	**7/26/2019**		**100284 MENARDS ELK RIVER**						
		75.25	MISC SUPPLIES		97711	90011	9601.6249		MISCELLANEOUS OPERA
		75.25							
1000357	**7/26/2019**		**106418 PURMORT HOMES INC**						
		1,500.00	REF ERO ESC 14687 QUICKSILVER		97714	072519	9804.6433	00116590	REFUNDS
		1,500.00	REF ERO ESC 14697 QUICKSILVER		97715	072519A	9804.6433	00116643	REFUNDS
		3,000.00							
1000358	**7/26/2019**		**116602 TEAM LABORATORY CHEMICAL CORP**						
		1,797.00	MISC SUPPLIES		97717	INV0016702	9602.6249		MISCELLANEOUS OPERA
		1,797.00							
1000359	**7/26/2019**		**116835 TURNER, SHANE**						
		58.30	MILEAGE ON CALL JAN/MAR 19		97718	072219	0312.6334		MILEAGE REIMBURSEME
		58.30	MILEAGE ON CALL JAN/MAR 19		97718	072219	9601.6334		MILEAGE REIMBURSEME
		116.60							
1000360	**7/26/2019**		**100510 VERIZON WIRELESS**						
		27.95	JUNE/JULY 19 SERVICE		97719	9833732630	0130.6323		CELLULAR PHONES
		70.75	JUNE/JULY 19 SERVICE		97719	9833732630	0192.6321		TELEPHONE
		165.79	JUNE/JULY 19 SERVICE		97719	9833732630	0191.6323		CELLULAR PHONES
		118.82	JUNE/JULY 19 SERVICE		97719	9833732630	0194.6323		CELLULAR PHONES
		135.93	JUNE/JULY 19 SERVICE		97719	9833732630	0220.6323		CELLULAR PHONES
		52.13	JUNE/JULY 19 SERVICE		97719	9833732630	0240.6323		CELLULAR PHONES
		165.88	JUNE/JULY 19 SERVICE		97719	9833732630	0301.6323		CELLULAR PHONES
		309.03	JUNE/JULY 19 SERVICE		97719	9833732630	0311.6323		CELLULAR PHONES
		135.28	JUNE/JULY 19 SERVICE		97719	9833732630	0452.6323		CELLULAR PHONES
		308.81	JUNE/JULY 19 SERVICE		97719	9833732630	9601.6323		CELLULAR PHONES
		385.11	JUNE/JULY 19 SERVICE		97720	9833832977	0220.6323		CELLULAR PHONES
		1,875.48							
1000361	**7/30/2019**		**100257 LAW ENFORCEMENT LABOR SRV INC**						
		612.00			97489	071119838572	9101.2177		UNION DUES
		663.00			97669	0724191529162	9101.2177		UNION DUES
		1,275.00							
1000362	**7/30/2019**		**100298 MN AFSCME COUNCIL 5**						
		551.32			97490	071119838573	9101.2177		UNION DUES
		551.32			97670	0724191529163	9101.2177		UNION DUES
		1,102.64							
1000363	**8/2/2019**		**100647 BOLTON AND MENK INC**						
		15,746.50	HWY 10 CORRIDOR MAY 19		97856	0234915	9400.6315		MISCELLANEOUS PROFE
		15,746.50							
1000364	**8/2/2019**		**116197 CINTAS CORPORATION**						
		31.00	UNIFORM CLEANING		97858	4025561025	0311.6417		UNIFORM RENTAL
		5.00	UNIFORM CLEANING		97858	4025561025	0452.6417		UNIFORM RENTAL
		29.29	UNIFORM CLEANING		97858	4025561025	0311.6415		OTHER EQUIPMENT REN

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
1000364	8/2/2019		116197 CINTAS CORPORATION						Continued.
		29.29	UNIFORM CLEANING		97858	4025561025	0452.6415		OTHER EQUIPMENT REN
		94.58							
1000365	8/2/2019		100125 COUNTRYSIDE PRINTING INC						
		334.00	SEPTIC PUMPING FORMS		97863	35853	0240.6249		MISCELLANEOUS OPERA
		10.00	CITY REQ INTEREST		97863	35853	0240.6249		MISCELLANEOUS OPERA
		344.00							
1000366	8/2/2019		100144 DEHN OIL COMPANY						
		1,634.38	DIESEL		97864	71687	0311.6225		DIESEL FUEL
		1,634.38							
1000367	8/2/2019		100158 ECM PUBLISHERS INC						
		1.21	CITY REQ INTEREST		97868	704991	0191.6249		MISCELLANEOUS OPERA
		80.63	PH ARMSTRONG WEST MALL		97868	704991	9804.6315	00117012	MISCELLANEOUS PROFE
		1.13	CITY REQ INTEREST		97869	703283	0191.6249		MISCELLANEOUS OPERA
		75.25	CUP M & G TRAILER		97869	703283	9804.6315	00116927	MISCELLANEOUS PROFE
		1.13	CITY REQ INTEREST		97870	704992	0191.6249		MISCELLANEOUS OPERA
		75.25	PH AMSTERDAM		97870	704992	9804.6315	00116925	MISCELLANEOUS PROFE
		234.60							
1000368	8/2/2019		100211 HAWKINS INC						
		2,132.57	CHEMICALS		97880	4534266	9601.6273		UTILITY SYSTEM MAINT S
		2,348.17	CHEMICALS		97881	4531789	9601.6273		UTILITY SYSTEM MAINT S
		4,480.74							
1000369	8/2/2019		100283 MENARDS COON RAPIDS						
		47.82	MISC SUPPLIES		97889	4968	0452.6281		SMALL TOOLS & MINOR E
		65.16	MISC SUPPLIES		97889	4968	0311.6249		MISCELLANEOUS OPERA
		112.98							
1000370	8/2/2019		105706 TINKLENBERG GROUP INC						
		3,300.00	RETAINER AUG 19 (2 OF 12)		97913	2086	9400.6315		MISCELLANEOUS PROFE
		3,300.00							
1000371	8/2/2019		100510 VERIZON WIRELESS						
		62.40	JUNE/JULY 19 SERVICE		97910	9834525236	0130.6323		CELLULAR PHONES
		62.40							
90519094	7/26/2019		100398 PUBLIC EMPLOYEES RETIREMENT ASSN						
		50.00			97657	0723191331511	9101.2174		PERA-EMPLOYEE
		50.00			97658	0723191331512	9101.2183		PERA-EMPLOYER
		21,243.39			97671	0724191529164	9101.2174		PERA-EMPLOYEE
		28,504.30			97672	0724191529165	9101.2183		PERA-EMPLOYER
		49,847.69							
95117159	7/26/2019		101306 IRS						
		271.14			97654	0722191004512	9101.2171		FEDERAL WITHHOLDING
		1,312.57			97655	0722191004513	9101.2173		FICA & MEDICARE-EMPL(
		1,312.57			97656	0722191004514	9101.2182		FICA & MEDICARE-EMPL(
		327.70			97660	0723191331514	9101.2171		FEDERAL WITHHOLDING
		202.93			97661	0723191331515	9101.2173		FICA & MEDICARE-EMPL(
		202.93			97662	0723191331516	9101.2182		FICA & MEDICARE-EMPL(
		25,214.18			97674	0724191529167	9101.2171		FEDERAL WITHHOLDING
		13,889.17			97675	0724191529168	9101.2173		FICA & MEDICARE-EMPL(

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
95117159	7/26/2019		101306 IRS						Continued.
		13,889.17			97676	0724191529169	9101.2182		FICA & MEDICARE-EMPL(
		56,622.36							
98072619	7/26/2019		115568 ALERUS FINANCIAL NA						
		2,993.52			97668	07241915291614	9101.2176		LIFE/HEALTH-EMPLOYEE
		2,993.52							
99071819	7/18/2019		100219 HOME DEPOT COMMERCIAL ACCT PROGRAM						
		98.48	JUNE 19 PURCHSES		97632	062819	0194.6259		BUILDING MAINT/REPAIR
		98.48							
99072619	7/26/2019		107962 TOTAL ADMINISTRATIVE SERVICE CORP						
		1,990.86			97664	07241915291610	9101.2176		LIFE/HEALTH-EMPLOYEE
		1,990.86							
99167798	7/26/2019		100223 ICMA RETIREMENT TRUST 457						
		2,333.53			97663	0724191529161	9101.2175		DEFERRED COMPENSAT
		2,333.53							
99211370	7/26/2019		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		7,742.20			97666	07241915291612	9101.2175		DEFERRED COMPENSAT
		7,742.20							
99214786	7/26/2019		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		2,940.07			97667	07241915291613	9101.2176		LIFE/HEALTH-EMPLOYEE
		2,940.07							
99314848	7/26/2019		100601 MN DEPT OF REV WH						
		352.36			97653	0722191004511	9101.2172		STATE WITHHOLDING
		50.00			97659	0723191331513	9101.2172		STATE WITHHOLDING
		12,163.71			97673	0724191529166	9101.2172		STATE WITHHOLDING
		12,566.07							
99724719	7/26/2019		114486 SUN LIFE ASSURANCE COMPANY OF CANADA						
		851.66			97485	0711198385711	9101.2176		LIFE/HEALTH-EMPLOYEE
		851.49			97665	07241915291611	9101.2176		LIFE/HEALTH-EMPLOYEE
		14.65	COBRA Life		97665	07241915291611	9101.2176		LIFE/HEALTH-EMPLOYEE
		883.10	LTD		97665	07241915291611	9101.2170		DENTAL/DISABILITY/LIFE
		2,600.90							
		511,481.38	Grand Total						

Payment Instrument Totals

Checks	319,070.23
EFT Payments	139,735.68
A/P ACH Payment	52,675.47
Total Payments	511,481.38

Payment Group Control Number 2910
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2019

Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
101209	A TOUCH OF MAGIC INC	BAL DUE -PEARSON PARK	PV	97953	001	09101	8/1/2019	080119	147.00
	A TOUCH OF MAGIC INC P O BOX 9311 NORTH ST PAUL MN 55109					Summary Total			147.00
						Payment Amount			147.00
107867	ABM EQUIPMENT AND SUPPLY	MISC PARTS	PV	97914	001	09602	7/24/2019	0160646	1,057.26
	ABM EQUIPMENT AND SUPPLY 333 2ND STREET NE HOPKINS MN 55343					Summary Total			1,057.26
						Payment Amount			1,057.26
100012	ACE SOLID WASTE INC	PW MISC ACCTS AUG 19	PV	97915	001	09101	8/1/2019	5135870	222.44
	ACE SOLID WASTE INC	PW MISC ACCTS AUG 19	PV	97915	002	09101	8/1/2019	5135870	122.79
	PO BOX 679859	PW MISC ACCTS AUG 19	PV	97915	003	09101	8/1/2019	5135870	40.93
	DALLAS TX 75267-9859	PW MISC ACCTS AUG 19	PV	97915	004	09101	8/1/2019	5135870	40.93
		PW MISC ACCTS AUG 19	PV	97915	005	09101	8/1/2019	5135870	40.93
		PW MISC ACCTS AUG 19	PV	97915	006	09101	8/1/2019	5135870	295.32
		PW MISC ACCTS AUG 19	PV	97915	007	09101	8/1/2019	5135870	473.80
						Summary Total			1,237.14
		RECYCLE CONTRACT AUG 19	PV	97916	001	09604	8/1/2019	5135680	26,682.75
						Summary Total			26,682.75
		RECYCLE DAYS 7/27/2019	PV	97917	001	09604	8/1/2019	5135869	716.40
						Summary Total			716.40
						Payment Amount			28,636.29
102953	AMERIGAS OF ANOKA	PROPANE	PV	97918	001	09101	7/29/2019	652221044	210.47
	AMERIGAS OF ANOKA P O BOX 371473 PITTSBURGH PA 15250-7473					Summary Total			210.47
						Payment Amount			210.47
100029	ANOKA AREA CHAMBER OF COMMERCE	ANOKA COHORT 18-19	PV	97774	001	09230	5/30/2019	25093	5,000.00
	ANOKA AREA CHAMBER OF COMMERCE 12 BRIDGE SQUARE					Summary Total			5,000.00

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number	2910		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2019		

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	ANOKA MN 55303								
				Payment Amount					5,000.00
110400	ANOKA COUNTY EXTENSION SERVICE	WASTE ED-ARTFAIR 7/14/19 4H	PV	97724	001	09604	7/16/2019	100	320.00
	ANOKA COUNTY EXTENSION SERVICE 550 BUNKER LAKE BLVD NW ANDOVER MN 55304			Summary Total					320.00
				Payment Amount					320.00
100040	ANOKA COUNTY FIRE PROTECTION COUNCIL	CLASSES HOUSE,NELSON,NIEMELA	PV	97776	001	09101	7/17/2019	18-1873	4,710.00
	ANOKA COUNTY FIRE PROTECTION COUNCIL 1710 COUNTY HIGHWAY 10 SPRING LAKE PARK MN 55432			Summary Total					4,710.00
				Payment Amount					4,710.00
108636	ASCAP	19-20 LICENSE FEES	PV	97777	001	09297	7/20/2019	100005294672	362.25
	ASCAP P O BOX 331608-7515 NASHVILLE TN 37203-9998			Summary Total					362.25
				Payment Amount					362.25
100063	ASPEN MILLS	B. HESSE-BODY ARMOR/MISC	PV	97778	001	09290	7/17/2019	240193	1,157.95
	ASPEN MILLS 8201 C CENTRAL AVE NE SPRING LAKE PARK MN 55432			Summary Total					1,157.95
		S. LUNDEEN- BOOTS	PV	97779	001	09101	7/24/2019	240709	99.90
				Summary Total					99.90
		L. NIEMELA- MISC ITEMS	PV	97780	001	09101	7/19/2019	240386	88.75
				Summary Total					88.75
		A. NELSON - MISC ITEMS	PV	97781	001	09101	7/19/2019	240385	88.75
				Summary Total					88.75
		J. ENGLUND BODY ARMOR	PV	97919	001	09290	7/23/2019	240550	1,157.95
				Summary Total					1,157.95
		C CURTIS BODY ARMOR	PV	97920	001	09290	7/23/2019	240549	1,157.95

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number	2910		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2019		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Summary Total					1,157.95
				Payment Amount					3,751.25
110751	BARR ENGINEERING COMPANY	PART 2 WELLHEAD PROT PLAN	PV	97782	001	09601	7/11/2019	23021081.00-2	2,150.00
	BARR ENGINEERING COMPANY 4300 MARKETPOINT DRIVE SUITE 200 MINNEAPOLIS MN 55435			Summary Total					2,150.00
				Payment Amount					2,150.00
101084	BATTERIES PLUS BULBS	BATTERIES	PV	97921	001	09101	7/30/2019	P17133305	91.80
	BATTERIES PLUS BULBS 138 SOUTH DALE MABRY HWY TAMPA FL 33609			Summary Total					91.80
				Payment Amount					91.80
116143	BELCO VEHICLE SOLUTIONS LLC	FD VINYL GRAPHICS	PV	97783	001	09101	7/11/2019	4440	943.30
	BELCO VEHICLE SOLUTIONS LLC 299 E. NORTH STREET POYNETTE WI 53955			Summary Total					943.30
				Payment Amount					943.30
108513	BLAINE LOCK AND SAFE INC	ADJUST LOCKS- CUT KEY CH	PV	97726	001	09101	7/11/2019	22726	189.00
	BLAINE LOCK AND SAFE INC 12052 CENTRAL AVE NE BLAINE MN 55434			Summary Total					189.00
				Payment Amount					189.00
106670	CENTRAL POWER DISTRIBUTORS INC	CHAIN- CHISEL LOOP	PV	97785	001	09101	7/17/2019	19-899413	41.75
				Summary Total					41.75
	CENTRAL POWER DISTRIBUTORS INC 3801 THURSTON AVENUE ANOKA MN 55303	SPARK PLUGS- MOWERS	PV	97786	001	09101	7/23/2019	19-905655	5.96
				Summary Total					5.96
		AIR FILTERS- MOWERS	PV	97926	001	09101	7/29/2019	19-911282	10.65
				Summary Total					10.65
				Payment Amount					58.36

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number	2910		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2019		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
111496	CENTRAL TURF AND IRRIGATION SUPPLY	PVC	PV	97729	001	09101	7/17/2019	6066490-00	29.46
				Summary Total					29.46
	CENTRAL TURF AND IRRIGATION SUPPLY 8 WILLIAMS STREET ELMSFORD NY 10523								
				Payment Amount					29.46
110734	CITY OF RAMSEY	7401 E RAMSEY PARKWAY	PV	97787	001	09101	7/25/2019	724628 2ND QTR 19	116.19
				Summary Total					116.19
	CITY OF RAMSEY P O BOX 251100	16303 QUICKSILVER ST NW	PV	97788	001	09101	7/25/2019	724874 2ND QTR 19	132.14
				Summary Total					132.14
	ST PAUL MN 55125-6100	14700 TOWN CENTER DR	PV	97789	001	09101	7/25/2019	724470 2ND QT 19	354.23
				Summary Total					354.23
		6860 RIVERDALE DR	PV	97790	001	09101	7/25/2019	723960 2ND QTR 19	116.19
				Summary Total					116.19
		16303 QUICKSLV IRRIG	PV	97791	001	09101	7/25/2019	724931 2ND QTR 19	41.79
				Summary Total					41.79
		14700 ERKIUM ST	PV	97792	001	09101	7/25/2019	726294 2ND QTR 19	41.79
				Summary Total					41.79
		161ST AVE/URAN IRRIG WEST	PV	97793	001	09101	7/25/2019	727919 2ND QTR 19	257.70
				Summary Total					257.70
		14779 ZEOLITE ST NW	PV	97794	001	09101	7/25/2019	722164 2ND QTR 19	1,388.07
				Summary Total					1,388.07
		161ST AVE/URAN IRRIG EAST	PV	97795	001	09101	7/25/2019	727918 2ND QTR 19	264.22
				Summary Total					264.22
		6701 HWY 10 NW	PV	97830	001	09410	7/25/2019	719019 2ND QTR 19	127.23
				Summary Total					127.23
		7550 SUNWOOD DR	PV	97837	001	09101	7/25/2019	444931294 2ND QTR 19	461.77
				Summary Total					461.77
		7650 SUNWOOD DR NW	PV	97838	001	09240	7/25/2019	444931372 2ND QT 19	116.19
				Summary Total					116.19

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number	2910		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2019		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Payment Amount					3,417.51
100112	COMMISSIONER OF TRANSPORTATION	CONCRETE PLANT INSPECT.	PV	97733	001	09437	7/3/2019	P00010431	78.87
	COMMISSIONER OF TRANSPORTATION			Summary Total					78.87
				Payment Amount					78.87
100116	CONNEXUS ENERGY	16300 ST FRANCIS BLVD	PV	97796	001	09101	7/17/2019	444931-267449 JUL 19	792.61
	CONNEXUS ENERGY			Summary Total					792.61
	PO BOX 1808	SIRENS	PV	97797	001	09101	7/22/2019	759126-303095 JUL 19	85.00
	MINNEAPOLIS MN 55480-1808			Summary Total					85.00
		MISC CITY ACCOUNTS	PV	97798	001	09230	7/22/2019	759126-303107 JUL 19	73.10
		MISC CITY ACCOUNTS	PV	97798	002	09230	7/22/2019	759126-303107 JUL 19	1,080.86
		MISC CITY ACCOUNTS	PV	97798	003	09230	7/22/2019	759126-303107 JUL 19	31.02
		MISC CITY ACCOUNTS	PV	97798	004	09230	7/22/2019	759126-303107 JUL 19	743.94
		MISC CITY ACCOUNTS	PV	97798	005	09230	7/22/2019	759126-303107 JUL 19	13,048.95
		MISC CITY ACCOUNTS	PV	97798	006	09230	7/22/2019	759126-303107 JUL 19	3,204.41
		MISC CITY ACCOUNTS	PV	97798	007	09230	7/22/2019	759126-303107 JUL 19	84.22
				Summary Total					18,266.50
		STREET LIGHTS	PV	97799	001	09603	7/22/2019	759126-303101 JUL 19	9,777.99
				Summary Total					9,777.99
		MISC PW ACCTS	PV	97832	001	09101	7/22/2019	759126-303106 JUL 19	708.98
		MISC PW ACCTS	PV	97832	002	09101	7/22/2019	759126-303106 JUL 19	236.33
		MISC PW ACCTS	PV	97832	003	09101	7/22/2019	759126-303106 JUL 19	236.32
		MISC PW ACCTS	PV	97832	004	09101	7/22/2019	759126-303106 JUL 19	236.32
		MISC PW ACCTS	PV	97832	005	09101	7/22/2019	759126-303106 JUL 19	2,468.83
				Summary Total					3,886.78

CITY OF RAMSEY
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Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2019		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
		TRAFFIC SIGNALS	PV	97833	001	09101	8/6/2019	759126-303100 JUL 19	893.91
				Summary Total					893.91
		WELLS/WTR TWR/LIFT STATIONS	PV	97834	001	09601	7/22/2019	759126-303102 JUL 19	15,605.97
		WELLS/WTR TWR/LIFT STATIONS	PV	97834	002	09601	7/22/2019	759126-303102 JUL 19	907.20
				Summary Total					16,513.17
				Payment Amount					50,215.96
116805	CUSTOMIZED FIRE RESCUE TRAINING INC	TRAIN FEB-JUNE 19	PV	97800	001	09101	6/30/2019	1532	2,150.00
				Summary Total					2,150.00
	CUSTOMIZED FIRE RESCUE TRAINING INC P O BOX 533 802 LINCOLN CIRCLE MAPLE LAKE MN 55358								
				Payment Amount					2,150.00
112765	E L K MECHANICAL HVAC INC	WORK AT CENTRAL PARK	PV	97741	001	09101	7/17/2019	S-164-19	497.23
				Summary Total					497.23
	E L K MECHANICAL HVAC INC 6361 SUNFISH LAKE COURT SUITE 100 RAMSEY MN 55303								
				Payment Amount					497.23
106624	EHLERS AND ASSOCIATES, INC	RE: DELTA MODTECH ANALYSIS	PV	97803	001	09217	7/10/2019	80729	1,365.00
				Summary Total					1,365.00
	EHLERS & ASSOCIATES, INC 3060 CENTRE POINTE DRIVE ROSEVILLE MN 55113-1105								
				Payment Amount					1,365.00
100169	EMERGENCY APPARATUS MAINTENANCE INC	WORK ON 557	PV	97804	001	09101	7/16/2019	106958	888.37
				Summary Total					888.37
	EMERGENCY APPARATUS MAINTENANCE INC 7512 4TH AVENUE LINO LAKES MN 55014								
				Payment Amount					888.37

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number	2910		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2019		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100143	FERGUSON WATERWORKS # 2516	SOFTWARE 3/19-2/20	PV	97745	001	09601	7/16/2019	0331224	3,314.89
	FERGUSON WATERWORKS 2516 P O BOX 802817 CHICAGO IL 60680-2817					Summary Total			3,314.89
		MISC METER SUPPLIES	PV	97839	001	09601	7/24/2019	0338682	1,215.06
						Summary Total			1,215.06
						Payment Amount			4,529.95
117067	HARTZELL CONSTRUCTION LLC	WORK AT 6701 HWY 10	PV	97747	001	09410	7/15/2019	071519	277.77
	HARTZELL CONSTRUCTION LLC 13737 UNDERCLIFF STREET NW ANDOVER MN 55304					Summary Total			277.77
						Payment Amount			277.77
110569	INDY LIFT, INC.	GENIE SERVICE	PV	97751	001	09101	7/11/2019	S41426	186.40
	INDY LIFT, INC. 5655 QUAM AVENUE NE ST MICHAEL MN 55376-9025					Summary Total			186.40
						Payment Amount			186.40
107714	JOHNSON CONTROLS INC	REPAIR CITY HALL	PV	97933	001	09101	7/26/2019	1-88152592788	1,710.97
	JOHNSON CONTROLS INC P O BOX 730068 DALLAS TX 75373					Summary Total			1,710.97
						Payment Amount			1,710.97
100256	LANO EQUIPMENT INC	STIHL BLOWER	PV	97807	001	09101	7/29/2019	02-691434	262.95
	LANO EQUIPMENT INC 6140 HIGHWAY 10 NW ANOKA MN 55303					Summary Total			262.95
		BULB	PV	97840	001	09101	7/22/2019	02-689754	21.32
						Summary Total			21.32
		CARB STIHL TRIMMER	PV	97841	001	09101	7/25/2019	02-690753	41.99
						Summary Total			41.99
		STOP SWITCH	PV	97934	001	09101	7/30/2019	02-691829	6.07
						Summary Total			6.07
						Payment Amount			332.33
100258	LEAGUE OF MINNESOTA CITIES	C. LASHER LEARNING POINT	PV	97935	001	09101	7/25/2019	296947	15.00

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number	2910		
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Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2019		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	LEAGUE OF MN CITIES FINANCE DEPT 145 UNIVERSITY AVE WEST ST PAUL MN 55103-2044			Summary Total					15.00
				Payment Amount					15.00
100270	MACQUEEN EQUIPMENT INC	RUBBER GROMMETS	PV	97756	001	09605	7/18/2019	P21233	16.72
	MACQUEEN EQUIPMENT INC 1125 7TH STREET EAST ST PAUL MN 55106			Summary Total					16.72
				Payment Amount					16.72
117068	MAKOUSKY, KIM	YOGA JULY 13,20 & 27, 2019	PV	97936	001	09101	7/30/2019	0102	130.00
	KIM MAKOUSKY 6700 153RD COURT NW RAMSEY MN 55303			Summary Total					130.00
				Payment Amount					130.00
116886	MAXFIELD RESEARCH AND CONSULTING	HOUSING MARKET STUDY JUL 19	PV	97770	001	09101	7/12/2019	17025	7,118.00
	MAXFIELD RESEARCH AND CONSULTING 7575 GOLDEN VALLEY ROAD # 385 GOLDEN VALLEY MN 55427			Summary Total					7,118.00
				Payment Amount					7,118.00
106555	MINNEAPOLIS, CITY OF	MAY 19 TRANSACTIONS	PV	97939	001	09101	6/21/2019	400451003079	96.30
	MINNEAPOLIS FINANCE DEPT P O BOX 77038			Summary Total					96.30
		JUNE 19 TRANSACTIONS	PV	97940	001	09101	7/23/2019	400451003142	89.10
	MINNEAPOLIS MN 55480-7738			Summary Total					89.10
				Payment Amount					185.40
100330	MN FIRE SRV CERTIFICATION BRD	FD EXAMS CERT I AND CERT II	PV	97810	001	09101	7/9/2019	6972	1,185.00
	MN FIRE SRV CERTIFICATION BRD 2704 COUNTY ROAD 10 NE MOUNDS VIEW MN 55112			Summary Total					1,185.00
				Payment Amount					1,185.00

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number	2910		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2019		

Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
115167	NET TRANSCRIPTS INC	TRANSCRIPTION	PV	97812	001	09101	7/15/2019	0026435	84.74
	NET TRANSCRIPTS INC 3707 N. 7TH STREET SUITE 320 PHOENIX AZ 85014			Summary Total					84.74
				Payment Amount					84.74
114134	PHASOR ELECTRIC COMPANY	SIGNAL WORK	PV	97846	001	09101	7/23/2019	046985	108.00
	PHASOR ELECTRIC COMPANY	SIGNAL WORK	PV	97846	002	09101	7/23/2019	046985	450.00
	2160 108TH LANE NE BLAINE MN 55449			Summary Total					558.00
				Payment Amount					558.00
100393	PRAIRIE RESTORATIONS INC	SUNFISH LK PARK	PV	97764	001	09101	7/18/2019	19199	615.13
	PRAIRIE RESTORATIONS INC			Summary Total					615.13
	31646 128TH STREET	RIVERS BEND PARK	PV	97765	001	09101	7/18/2019	19192	460.37
	PRINCETON MN 55371			Summary Total					460.37
				Payment Amount					1,075.50
115671	RCM EQUIPMENT COMPANY LLC	RENT JUNE-AUGUST 19	PV	97948	001	09101	7/26/2019	3767	15,200.00
	RCM EQUIPMENT COMPANY LLC 12090 MARGO AVE SO SUITE B HASTINGS MN 55033			Summary Total					15,200.00
				Payment Amount					15,200.00
114163	RCM SPECIALTIES INC	EMULSION	PV	97766	001	09101	7/15/2019	7117	5,374.60
	RCM SPECIALTIES INC			Summary Total					5,374.60
	12090 MARGO AVENUE SOUTH SUITE B	PATCHING MATERIAL	PV	97847	001	09101	7/20/2019	7121	2,988.39
	HASTINGS MN 55033			Summary Total					2,988.39
		EMULSION	PV	97946	001	09101	7/25/2019	7136	3,739.12
				Summary Total					3,739.12
		PATCHING MATERIAL	PV	97947	001	09101	7/22/2019	7131	4,485.33
				Summary Total					4,485.33
				Payment Amount					16,587.44

CITY OF RAMSEY
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Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2019		

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
110330	RESHETAR SYSTEM INC	ABATEMENT 6121 158TH LN NW	PV	97821	001	09101	7/22/2019	19-27011	1,590.00
	RESHETAR SYSTEM INC 730 BUNKER LAKE BLVD ANOKA MN 55303							Summary Total	1,590.00
								Payment Amount	1,590.00
106617	ROTARY CLUB OF RAMSEY	K. ULRICH 3RD QTR 2019	PV	97763	001	09101	7/12/2019	144 3RD QTR 19	150.00
	ROTARY CLUB OF RAMSEY 7550 SUNWOOD DRIVE NW RAMSEY MN 55303							Summary Total	150.00
								Payment Amount	150.00
107711	SCHINDLER ELEVATOR	AUG/OCT 19 CH SERVICE	PV	97848	001	09101	8/1/2019	8105122947	652.08
	SCHINDLER ELEVATOR P O BOX 93050 CHICAGO IL 60673-3050							Summary Total	652.08
								Payment Amount	652.08
111805	SNAP ON TOOLS	CUMMINS ENG/STARTER/MISC	PV	97825	001	09101	7/24/2019	07151942288	6,224.00
	SNAP ON TOOLS 3011 E ROUTE 176 DOOR 19A CRYSTAL LAKE IL 60014							Summary Total	6,224.00
								Payment Amount	6,224.00
100854	ST PAUL, CITY OF	CLASS- S. SCHLENDER	PV	97826	001	09101	7/16/2019	IN36148	250.00
	CITY OF ST PAUL 15 W KELLOGG BLVD 700 CITY HALL ST PAUL MN 55102							Summary Total	250.00
								Payment Amount	250.00
116651	THOMPSON, LOGAN	ZUMBA CLASSES (6) MAY/JUNE 19	PV	97767	001	09101	7/11/2019	071119	300.00
	LOGAN THOMPSON							Summary Total	300.00

CITY OF RAMSEY
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Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2019		

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	3225 16TH AVE ANOKA MN 55303								
				Payment Amount					300.00
115935	UNITED STATES GEOLOGICAL SURVEY	STEAMGAGE-MISSISSIPPI	PV	97954	001	09605	7/11/2019	90739608	2,040.00
	UNITED STATES GEOLOGICAL SURVEY PO BOX 6200-27 PORTLAND OR 97228-6200								
				Summary Total					2,040.00
				Payment Amount					2,040.00
112721	W W GOETSCH ASSOCIATES INC	MAINT. LIFT STAT #4	PV	97955	001	09602	7/17/2019	102444	37,478.00
	W W GOETSCH ASSOCIATES INC 5250 WEST 74TH STREET MINNEAPOLIS MN 55439-2226								
				Summary Total					37,478.00
				Payment Amount					37,478.00
106351	WATER LABORATORIES, INC	WATER TESTING JUNE 2019	PV	97769	001	09601	7/2/2019	7498	615.00
	WATER LABORATORIES, INC 333 EAST MAIN STREET PO BOX 388 ELK RIVER MN 55330								
				Summary Total					615.00
				Payment Amount					615.00
100539	WRIGHT TIRE SERVICE INC	690 SPARE TIRE	PV	97827	001	09101	7/23/2019	71452	30.79
	WRIGHT TIRE SERVICE INC 710 WEST MAIN STREET ANOKA MN 55303								
				Summary Total					30.79
		679 SPARE TIRE	PV	97828	001	09101	7/23/2019	71442	93.01
				Summary Total					93.01
		TIRES FOR 376	PV	97849	001	09101	7/18/2019	71306	348.76
				Summary Total					348.76
		BILLED FOR 4 TIRES/ONLY 2	PD	97958	001	09101	7/29/2019	277094	115.96-
				Summary Total					115.96-
				Payment Amount					356.60
				Total Amount to be Processed					205,118.28

CITY OF RAMSEY
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Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2019		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Document Itm	Document Co	Due Date	Invoice Number	Payment Amount

Total Number of Payments to be Processed 48

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number	2911		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	T	A/P ACH Payment	
Pay Through Date	12/31/2019		

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
110789	4IMPRINT	PD BALLOONS	PV	97772	001	09101	7/18/2019	7523546	138.25
				Summary Total					138.25
	4IMPRINT P O BOX 320 101 COMMERCE STREET OSHKOSH WI 54901								
				Payment Amount					138.25
111385	ACHIEVE SERVICES INC	SHREDDING 6/14/19	PV	97773	001	09101	7/26/2019	21854	40.25
				Summary Total					40.25
	ACHIEVE SERVICES INC 1201 89TH AVENUE NE BLAINE MN 55434								
				Payment Amount					40.25
100026	ANDERSON IRRIGATION	WORK AT ELMCREST	PV	97723	001	09101	7/16/2019	07-8607	163.94
	ANDERSON IRRIGATION	WORK AT ELMCREST	PV	97723	002	09101	7/16/2019	07-8607	917.50
				Summary Total					1,081.44
	3200 MAIN STREET NE SUITE 240 MINNEAPOLIS MN 55448								
				Payment Amount					1,081.44
107587	ANOKA COUNTY TREASURY DEPARTMENT	AUG 19 BROADBAND	PV	97775	001	09101	7/19/2019	B190718M	604.50
				Summary Total					604.50
	ANOKA COUNTY TREASURY DEPARTMENT 2100 THIRD AVENUE ANOKA MN 55303								
				Payment Amount					604.50
106346	BAUER BUILT INCORPORATED	WORK ON 669	PV	97725	001	09604	7/12/2019	940059596	1,000.15
	BAUER BUILT INCORPORATED	WORK ON 669	PV	97725	002	09604	7/12/2019	940059596	1,000.15
				Summary Total					2,000.30
	8270 W 35W SERVICE DR BLAINE MN 55449								
				Payment Amount					2,000.30
100647	BOLTON AND MENK INC	DEVEL. INSPECTIONS JUNE 19	PV	97727	001	09804	7/15/2019	0236079	465.50
	BOLTON AND MENK INC	DEVEL. INSPECTIONS JUNE 19	PV	97727	002	09804	7/15/2019	0236079	66.50
	1960 PREMIER DRIVE	DEVEL. INSPECTIONS JUNE 19	PV	97727	003	09804	7/15/2019	0236079	133.00

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Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	MANKATO MN 56001-5900	DEVEL. INSPECTIONS JUNE 19	PV	97727	004	09804	7/15/2019	0236079	731.50
		DEVEL. INSPECTIONS JUNE 19	PV	97727	005	09804	7/15/2019	0236079	66.50
		DEVEL. INSPECTIONS JUNE 19	PV	97727	006	09804	7/15/2019	0236079	332.50
		DEVEL. INSPECTIONS JUNE 19	PV	97727	007	09804	7/15/2019	0236079	66.50
		DEVEL. INSPECTIONS JUNE 19	PV	97727	008	09804	7/15/2019	0236079	266.00
		DEVEL. INSPECTIONS JUNE 19	PV	97727	009	09804	7/15/2019	0236079	66.50
		DEVEL. INSPECTIONS JUNE 19	PV	97727	010	09804	7/15/2019	0236079	11,039.00
				Summary Total					13,233.50
		PLAZA/CENTER JUNE 19	PV	97784	001	09101	7/15/2019	0236078	3,326.00
				Summary Total					3,326.00
		HIWAY 10 CORR JUNE 19	PV	97922	001	09400	7/17/2019	0236150	33,894.50
				Summary Total					33,894.50
				Payment Amount					50,454.00
103641	BOYER TRUCKS ROGERS	WORK ON 669	PV	97728	001	09101	7/19/2019	481697	566.16
	BOYER TRUCKS	WORK ON 669	PV	97728	002	09101	7/19/2019	481697	566.16
	P O BOX 18338	WORK ON 669	PV	97728	003	09101	7/19/2019	481697	318.67
	MINNEAPOLIS MN 55418	WORK ON 669	PV	97728	004	09101	7/19/2019	481697	318.67
				Summary Total					1,769.66
				Payment Amount					1,769.66
112019	CENTRAL HYDRAULICS INC	SWIVEL/HOSE	PV	97924	001	09101	7/31/2019	0060735	71.24
	CENTRAL HYDRAULICS INC			Summary Total					71.24
	21877 INDUSTRIAL COURT	SWIVEL/HOSE COVERING	PV	97925	001	09101	8/1/2019	0060838	152.09
	ROGERS MN 55374			Summary Total					152.09
				Payment Amount					223.33
114549	CHETS SHOES INC	BOOTS- J. MARKS	PV	97730	001	09101	7/17/2019	42103	150.00
	CHETS SHOES INC			Summary Total					150.00
	8870 RENDOVA STREET NE								
	CIRCLE PINES MN 55014								

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Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Payment Amount					150.00
116197	CINTAS CORPORATION	UNIFORM CLEANING	PV	97731	001	09101	7/17/2019	4026036436	34.46
	CINTAS CORPORATION	UNIFORM CLEANING	PV	97731	002	09101	7/17/2019	4026036436	30.00
	CINTAS LOC #4K	UNIFORM CLEANING	PV	97731	003	09101	7/17/2019	4026036436	4.00
	P O BOX 650838	UNIFORM CLEANING	PV	97731	004	09101	7/17/2019	4026036436	34.46
	DALLAS TX 75265-0838			Summary Total					102.92
		UNIFORM CLEANING	PV	97829	001	09101	7/24/2019	4026520477	30.00
		UNIFORM CLEANING	PV	97829	002	09101	7/24/2019	4026520477	4.00
		UNIFORM CLEANING	PV	97829	003	09101	7/24/2019	4026520477	30.29
		UNIFORM CLEANING	PV	97829	004	09101	7/24/2019	4026520477	30.29
				Summary Total					94.58
		UNIFORM CLEANING	PV	97927	001	09101	7/31/2019	4026987097	30.00
		UNIFORM CLEANING	PV	97927	002	09101	7/31/2019	4026987097	4.00
		UNIFORM CLEANING	PV	97927	003	09101	7/31/2019	4026987097	31.46
		UNIFORM CLEANING	PV	97927	004	09101	7/31/2019	4026987097	31.46
				Summary Total					96.92
				Payment Amount					294.42
100125	COUNTRYSIDE PRINTING INC	SUMMER RECYCLER 2019	PV	97734	001	09604	7/11/2019	35893	955.70
	COUNTRYSIDE PRINTING			Summary Total					955.70
	6250 BUNKER LAKE BLVD NW	WINDOW ENVELOPES	PV	97801	001	09101	7/25/2019	35913	105.00
	SUITE 113			Summary Total					105.00
	RAMSEY MN 55303			Payment Amount					1,060.70
113306	DEFINITIVE TECHNOLOGY SOLUTIONS INC	CONTRACT JULY-AUGUST 19	PV	97802	001	09101	7/22/2019	INV186121	731.41
	DEFINITIVE TECHNOLOGY SOLUTIONS INC			Summary Total					731.41
	9401 JAMES AVENUE SOUTH SUITE 120								
	BLOOMINGTON MN 55431			Payment Amount					731.41
100144	DEHN OIL COMPANY	DIESEL	PV	97835	001	09101	7/24/2019	71777	1,307.50
	DEHN OIL COMPANY			Summary Total					1,307.50
	6735 141ST AVENUE NW	DIESEL FUEL	PV	97928	001	09101	7/26/2019	71794	1,378.13

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Payment Instrument	T	A/P ACH Payment	
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	RAMSEY MN 55303			Summary Total					1,378.13
				Payment Amount					2,685.63
101185	DO ALL PRINTING COM INC	HAPPY DAYS- LAWN SIGNS	PV	97929	001	09297	8/1/2019	44355	242.40
	DO ALL PRINTING COM INC 6360 HIGHWAY 10 NW RAMSEY MN 55303			Summary Total					242.40
				Payment Amount					242.40
116175	ECKBERG LAMMERS ATTORNEYS AT LAW	JULY 19 PROSECUTION	PV	97930	001	09101	7/31/2019	07-2019	6,031.10
	ECKBERG LAMMERS ATTORNEYS AT LAW 1809 NORTHWESTERN AVENUE STILLWATER MN 55082			Summary Total					6,031.10
				Payment Amount					6,031.10
100158	ECM PUBLISHERS INC	PH- FREEDOM CHURCH	PV	97736	001	09804	7/19/2019	711225	80.63
	ECM PUBLISHERS INC 4095 COON RAPIDS BLVD COON RAPIDS MN 55433			Summary Total					80.63
		PH 14877 QUINTANA CR	PV	97737	001	09804	7/19/2019	711222	69.88
				Summary Total					69.88
		PH- ST KATHERINE	PV	97738	001	09804	7/19/2019	711223	69.88
				Summary Total					69.88
		PH SANDMANN SIGNS	PV	97739	001	09804	7/19/2019	711224	75.25
				Summary Total					75.25
		ORD 19-10	PV	97740	001	09101	7/12/2019	709787	161.25
				Summary Total					161.25
		PUBLIC ACCURACY BALLOT TEST	PV	97931	001	09101	7/26/2019	712682	26.88
				Summary Total					26.88
				Payment Amount					483.77
113991	EMERGENCY RESPONSE SOLUTIONS	3 MSA EVOL LASER RANGE FINDER	PV	97805	001	09101	7/24/2019	13539	21,607.50
	EMERGENCY RESPONSE SOLUTIONS 4817 VIKING BLVD SUITE 102 EAST BETHEL MN 55092			Summary Total					21,607.50
				Payment Amount					21,607.50

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Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
113321	FACTORY MOTOR PARTS CO	INV- OIL FILTERS	PV	97836	001	09101	7/24/2019	6-1540541	29.88
				Summary Total					29.88
	FACTORY MOTOR PARTS CO BIN 139107 P O BOX 9107 MINNEAPOLIS MN 55480-9107								
				Payment Amount					29.88
107099	FASTENAL	MISC PARTS	PV	97743	001	09101	7/18/2019	MNTC8178258	2.32
				Summary Total					2.32
	FASTENAL COMPANY P O BOX 1286 WINONA MN 55987	MISC PARTS	PV	97744	001	09101	7/19/2019	MNTC8178322	65.97
				Summary Total					65.97
		T RODS	PV	97932	001	09101	7/30/2019	MNTC8178636	4.68
				Summary Total					4.68
				Payment Amount					72.97
100650	GRAINGER	LEATHER GLOVES/EAR PLUGS	PV	97746	001	09101	7/17/2019	9235369841	118.34
				Summary Total					118.34
	GRAINGER INC DEPT. 806511127 PALATINE IL 60038-0001								
				Payment Amount					118.34
100211	HAWKINS INC	CHEMICALS	PV	97749	001	09601	7/22/2019	4544042	5,047.28
				Summary Total					5,047.28
	HAWKINS INC P O BOX 860263 MINNEAPOLIS MN 55486-0263								
				Payment Amount					5,047.28
112475	INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	PV	97752	001	09101	7/19/2019	IN2596941	156.61
				Summary Total					156.61
	INNOVATIVE OFFICE SOLUTIONS P O BOX 860627 MINNEAPOLIS MN 55486-0001	OFFICE SUPPLIES	PV	97753	001	09101	7/10/2019	IN2583444	285.79
				Summary Total					285.79
		OFFICE SUPPLIES	PV	97754	001	09101	7/10/2019	IN2583793	78.68
		OFFICE SUPPLIES	PV	97754	002	09101	7/10/2019	IN2583793	15.81
				Summary Total					94.49

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Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
		BATTERIES	PV	97755	001	09101	7/17/2019	IN2591970	62.64
				Summary Total					62.64
		OFFICE SUPPLIES	PV	97806	001	09101	7/25/2019	IN2604513	83.78
		OFFICE SUPPLIES	PV	97806	002	09101	7/25/2019	IN2604513	16.26
		OFFICE SUPPLIES	PV	97806	003	09101	7/25/2019	IN2604513	55.38
		OFFICE SUPPLIES	PV	97806	004	09101	7/25/2019	IN2604513	67.91
				Summary Total					223.33
				Payment Amount					822.86
108129	MCDOWALL COMFORT MANAGEMENT	SERVICE MAY/JUNE 19	PV	97758	001	09101	7/8/2019	616535	2,037.11
	MCDOWALL COMFORT MANAGEMENT P O BOX 746 WAITE PARK MN 56387			Summary Total					2,037.11
				Payment Amount					2,037.11
100283	MENARDS COON RAPIDS	MISC SUPPLIES	PV	97759	001	09101	7/16/2019	6011	61.14
	MENARDS COON RAPIDS 3045 MAIN STREET COON RAPIDS MN 55433			Summary Total					61.14
		MISC SUPPLIES	PV	97808	001	09101	7/16/2019	6026	65.82
				Summary Total					65.82
		MISC SUPPLIES	PV	97842	001	09101	7/24/2019	6581	117.13
				Summary Total					117.13
				Payment Amount					244.09
100284	MENARDS ELK RIVER	MISC SUPPLIES	PV	97809	001	09601	7/23/2019	91722	133.38
	MENARDS ELK RIVER 19521 EVANS STREET NW ELK RIVER MN 55330-1077			Summary Total					133.38
		MISC SUPPLIES	PV	97937	001	09101	7/30/2019	92203	90.88
				Summary Total					90.88
				Payment Amount					224.26
100285	MET COUNCIL ENVIRONMENTAL SRV	WASTE WATER SEPT 2019	PV	97938	001	09602	8/5/2019	0001099231	65,058.71
	MET COUNCIL ENVIRONMENTAL SRV P O BOX 856513 MINNEAPOLIS MN 55485-6513			Summary Total					65,058.71
				Payment Amount					65,058.71
100341	MTI DISTRIBUTING INC	KEY- SQUARE	PV	97811	001	09101	7/22/2019	1224990.00	18.04

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	MTI DISTRIBUTING INC			Summary Total					18.04
	SDS 12-1900	HUB BOLT	PV	97843	001	09101	7/22/2019	1225050-00	328.75
	P O BOX 86			Summary Total					328.75
	MINNEAPOLIS MN 55486-1900	STUD DRIVERS	PV	97844	001	09101	7/22/2019	1225079-00	21.00
				Summary Total					21.00
				Payment Amount					367.79
100354	NEWMAN SIGNS INC	MISC SIGN SUPPLIES	PV	97845	001	09101	7/23/2019	TRFINV013354	1,063.65
	NEWMAN SIGNS INC			Summary Total					1,063.65
	PO BOX 1728	SIGN MATERIAL	PV	97942	001	09101	7/26/2019	TRFINV013488	1,305.49
	JAMESTOWN ND 58402-1728			Summary Total					1,305.49
				Payment Amount					2,369.14
100363	NORTHERN SANITARY SUPPLY CO	MISC SUPPLIES	PV	97761	001	09101	7/10/2019	195702	380.83
	NORTHERN SANITARY SUPPLY CO			Summary Total					380.83
	341 COON RAPIDS BLVD	MISC SUPPLIES	PV	97813	001	09101	7/24/2019	195869	456.71
	MINNEAPOLIS MN 55433			Summary Total					456.71
				Payment Amount					837.54
115232	NORTHERN TECHNOLOGIES LLC	JUNE 19 HARVEST EST 2ND ADD	PV	97762	001	09804	7/6/2019	31911	1,954.50
	NORTHERN TECHNOLOGIES LLC			Summary Total					1,954.50
	3522 4TH AVENUE S	FORD BROOK ESTATES JUNE 19	PV	97814	001	09435	7/6/2019	31909	1,856.76
	FARGO ND 58103			Summary Total					1,856.76
		AFFINITY JUNE 2019	PV	97815	001	09804	7/6/2019	31916	1,282.25
				Summary Total					1,282.25
		BUNKER LK BLVD JUNE 19	PV	97816	001	09437	7/6/2019	31920	577.00
				Summary Total					577.00
				Payment Amount					5,670.51
115071	NORTHLAND OCCUPATIONAL HEALTH	PRE EMPLOY SCREEN	PV	97943	001	09101	8/2/2019	4133	50.00
	NORTHLAND OCCUPATIONAL HEALTH			Summary Total					50.00
	7533 SUNWOOD DRIVE NW SUITE 212								

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	RAMSEY MN 55303								
				Payment Amount					50.00
110547	NORTHWEST LIGHTING SYSTEMS CO.	MISC SUPPLIES	PV	97817	001	09101	7/24/2019	112733	75.00
	NORTHWEST LIGHTING SYSTEMS CO.			Summary Total					75.00
	746 CRAIG AVENUE	MISC SUPPLIES	PV	97818	001	09101	7/22/2019	112691	85.42
	TRACY MN 56175			Summary Total					85.42
				Payment Amount					160.42
112824	PARKPLACE STUDIO	FIRE DEPT PICTURES	PV	97819	001	09101	7/22/2019	072219	734.50
	PARKPLACE STUDIO			Summary Total					734.50
	6093 146TH LANE NW	PD PICTURES	PV	97820	001	09101	7/22/2019	072219A	250.00
	RAMSEY MN 55303			Summary Total					250.00
				Payment Amount					984.50
111488	POPP.COM INC	JULY 19 SERVICE	PV	97944	001	09101	7/31/2019	992566300	85.84
	POPP.COM INC	JULY 19 SERVICE	PV	97944	002	09101	7/31/2019	992566300	38.15
	620 MENDELSSOHN AVE NO SUITE 101	JULY 19 SERVICE	PV	97944	003	09101	7/31/2019	992566300	47.69
	GOLDEN VALLEY MN 55427	JULY 19 SERVICE	PV	97944	004	09101	7/31/2019	992566300	181.22
		JULY 19 SERVICE	PV	97944	005	09101	7/31/2019	992566300	28.61
		JULY 19 SERVICE	PV	97944	006	09101	7/31/2019	992566300	109.68
		JULY 19 SERVICE	PV	97944	007	09101	7/31/2019	992566300	42.92
		JULY 19 SERVICE	PV	97944	008	09101	7/31/2019	992566300	110.45
		JULY 19 SERVICE	PV	97944	009	09101	7/31/2019	992566300	88.26
		JULY 19 SERVICE	PV	97944	010	09101	7/31/2019	992566300	108.04
		JULY 19 SERVICE	PV	97944	011	09101	7/31/2019	992566300	59.25
				Summary Total					900.11
				Payment Amount					900.11
113444	PRECISE	JUNE 2019 SERVICE	PV	97945	001	09101	7/30/2019	200-1022116	532.11
	PRECISE			Summary Total					532.11
	501 EAST CLIFF ROAD SUITE 100								
	BURNSVILLE MN 55337								
				Payment Amount					532.11
107978	PREMIER COMMERCIAL PROPERTIES INC	WORK AT 6701 HWY 10-NO LIGHT	PV	97941	001	09410	7/23/2019	6493	125.00

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	PREMIER COMMERCIAL PROPERTIES INC 299 COON RAPIDS BLVD NW #200 COON RAPIDS MN 55433			Summary Total					125.00
				Payment Amount					125.00
115381	RUMRIVER ART CENTER	RAMSEY ART FAIR 2019	PV	97822	001	09101	7/20/2019	1210580	79.40
	RUMRIVER ART CENTER			Summary Total					79.40
	2665 4TH AVENUE SUITE 102	ART IN THE PRK 6/13 &7/11-19	PV	97823	001	09101	8/20/2019	1210579	246.00
	ANOKA MN 55303			Summary Total					246.00
				Payment Amount					325.40
115583	SANDARIN, BARBARA	JULY 19 YOGA (9 CLASSES)	PV	97949	001	09101	7/1/2019	907	405.00
	BARBARA SANDARIN 1824 113TH LANE NW COON RAPIDS MN 55433			Summary Total					405.00
				Payment Amount					405.00
100976	SHRED IT	PD SHREDDING	PV	97824	001	09101	7/15/2019	8127727968	73.45
	SHRED IT USA MINNEAPOLIS 28883 NETWORK PLACE CHICAGO IL 60673-1288			Summary Total					73.45
				Payment Amount					73.45
114269	SPEEDCUTTERS OUTDOOR MAINTENANCE LLC	LAWN CARE 5 WEEKS	PV	97950	001	09101	7/24/2019	11503	6,083.10
	SPEEDCUTTERS OUTDOOR MAINTENANCE LLC			Summary Total					6,083.10
	18523 OLSON STREET NW	LAWN CARE- FF1 JULY 2019	PV	97951	001	09101	7/24/2019	11517	460.64
	ELK RIVER MN 55330			Summary Total					460.64
				Payment Amount					6,543.74
100485	TIMESAVER OFF SITE SECRETARIAL INC	MEETINGS JULY 2019	PV	97768	001	09101	7/12/2019	M24904	761.88
	TIMESAVER OFF SITE SECRETARIAL INC 5291 RIVER OAK DRIVE SAVAGE MN 55378			Summary Total					761.88
				Payment Amount					

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									761.88
112688	TITAN MACHINERY	OIL/MANIFOLD/MISC	PV	97952	001	09101	8/1/2019	12761274	505.60
	TITAN MACHINERY	OIL/MANIFOLD/MISC	PV	97952	002	09101	8/1/2019	12761274	58.90
	14375 JAMES ROAD				Summary Total				564.50
	ROGERS MN 55374				Payment Amount				564.50
111137	WRIGHT HENNEPIN COOPERATIVE ELECTRIC	MISC CITY ACCTS	PV	97956	001	09240	7/30/2019	073019	22.95
	WRIGHT HENNEPIN COOPERATIVE ELECTRIC	MISC CITY ACCTS	PV	97956	002	09240	7/30/2019	073019	27.95
	P O BOX 77027	MISC CITY ACCTS	PV	97956	003	09240	7/30/2019	073019	27.95
	MINNEAPOLIS MN 55480-7727	MISC CITY ACCTS	PV	97956	004	09240	7/30/2019	073019	35.90
					Summary Total				114.75
		7550 SUNWOOD DR	PV	97957	001	09101	7/30/2019	150-1681-6340 7-19	27.95
					Summary Total				27.95
					Payment Amount				142.70
112515	WSB AND ASSOCIATES INC	19 GENERAL PLAN JUNE 19	PV	97923	001	09804	7/29/2019	R-013321-000-6	116.00
	WSB AND ASSOCIATES INC	19 GENERAL PLAN JUNE 19	PV	97923	002	09804	7/29/2019	R-013321-000-6	754.00
	701 XENIA AVENUE SOUTH SUITE 300	19 GENERAL PLAN JUNE 19	PV	97923	003	09804	7/29/2019	R-013321-000-6	348.00
	MINNEAPOLIS MN 55416	19 GENERAL PLAN JUNE 19	PV	97923	004	09804	7/29/2019	R-013321-000-6	972.00
		19 GENERAL PLAN JUNE 19	PV	97923	005	09804	7/29/2019	R-013321-000-6	16.96
		19 GENERAL PLAN JUNE 19	PV	97923	006	09804	7/29/2019	R-013321-000-6	5,380.00
					Summary Total				7,586.96
					Payment Amount				7,586.96
100541	ZARNOTH BRUSH WORKS INC	GUTTER BROOMS	PV	97959	001	09605	7/16/2019	0176334	684.00
	ZARNOTH BRUSH WORKS INC				Summary Total				684.00
	PO BOX 141								
	CHILTON WI 53014-0141				Payment Amount				684.00

R04570

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number	2911		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	T	A/P ACH Payment	
Pay Through Date	12/31/2019		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Document Itm	Document Co	Due Date	Invoice Number	Payment Amount
								Total Amount to be Processed	192,338.91
								Total Number of Payments to be Processed	45

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #19-186

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF JULY 18, 2019 THROUGH AUGUST 7, 2019

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of July 18, 2019, through August 7, 2019, in the amount of $ 1,105,271.44 and

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

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

1) That the Ramsey City Council hereby approves the cash disbursements made and authorizes payment of the accounts payable invoices as detailed in the attached Bills List for the period July 18, 2019, through August 7, 2019, in the amount of $ 1,105,271.44.

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:

Existing Vacancy

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 12th day of August 2019.

_____

Mayor

ATTEST:

_____

City Clerk

CC Regular Session **4. 4.**

Meeting Date: 08/12/2019

By: Chloe McGuire Brigl, Community Development

Information

Title

Adopt Resolution #19-161 Approving a Conditional Use Permit for an Oversized Accessory Building at 15800 Traprock St NW, Case of James Couch

Purpose/Background:

The City has received an application from James Couch (the "Applicant") for a Conditional Use Permit for a proposed addition on an existing barn on the property generally known as 15800 Traprock St. NW (the "Subject Property"). The Applicant has proposed constructing a 60' x 39' 4" (2,360 square feet) addition to an existing 20' x 32' detached accessory building. The building would be approximately 3,000 square feet total. A Conditional Use Permit is required because the proposed addition would exceed the maximum allowable square footage for the Subject Property as set in City Code. The maximum allowable square footage for the Subject Property is 2,700 square feet. The Applicant has another detached building on the Subject Property which serves as the primary garage and is approximately 1,200 square feet. The Subject Property would have a total square footage of approximately 4,200 square feet if the Conditional Use Permit is approved.

Notification:

Notifications of this proposal were sent via Standard US Mail to Property Owners within 700 feet of the Subject Property, as reflected by Anoka County Property Records for the July 10, 2019 Planning Commission meeting. The Public Hearing Notice was also published in the City's Official Newspaper, the Anoka County Union Herald.

Observations/Alternatives:

General Information

The Applicant is proposing to construct a 60' x 39' 4" (2,360 square feet) addition to an existing 20' x 32' detached accessory structure on the Subject Property. The building would be 2,980 square feet total. The building size exceeds the maximum allowable total square footage for detached accessory structures for this property. Because of this, a Conditional Use Permit is required. The applicant has stated they will use the building for storage of boats, RVs, vehicles, and other personal items. There will be no home occupation from the detached building or onsite, including commercial storage.

Zoning

The Subject Property is currently zoned R-1 Residential (Rural Developing). The surrounding properties are also zoned R-1 Residential (Rural Developing). The intent of this zoning district is to accommodate single-family dwelling units on suitable land served by individual well and septic systems. Detached accessory structures are an allowed use in this district.

Streets and Access

The Subject Property has three frontages (Variolite Street NW, Traprock Street NW, and 158th Avenue NW). The Subject Property presently gains access off Traprock St. NW. There is an existing driveway from the principle garage on the Subject Property to Traprock Street NW. The Applicant, as indicated in their land use application, did not intend to include a driveway connecting the proposed detached accessory building extension (and subsequent existing building) to either Variolite St NW or Traprock St NW. City Code does not require a driveway to this detached accessory structure because it would not serve as the principle garage; however, the City would require a driveway if continued wear is shown on the grass. Aerial photos do show that the Applicant has been driving on the grass throughout the property. City Staff has made the Applicant aware of the condition and has requested that worn

areas are reseeded.

Architecture
Staff has been working with the Applicant on architectural design. The Planning Commission should consider requiring the Applicant to match the stone work on the existing dwelling, detached garage, and barn. The three existing buildings on the property all match. The proposed building would look out of place if it did not match these three existing buildings.

Conditions
Staff believes that the issuance of a Conditional Use Permit will help improve the property by providing space inside for the Applicant's boats, cars, and other recreational items. Staff has put a condition in the CUP that the building cannot be used for a home-based business. The Planning Commission added a condition requiring the addition be architecturally compatible to the existing building and that a driveway must be put in. The Subject Property must remain in compliance with all other local standards, including the number of items allowed to be stored outdoors and off-street parking regulations. The property is not currently in compliance with these standards, but the Applicant has stated it will be in compliance once the structure is built.

Public Comment
Staff received one written comment from a resident who stated that they would like to see the building be built large enough to store all of the Applicant's items that are currently stored outdoors on the Subject Property. They were not supportive of a driveway off Traprock St for the building, though the Planning Commission has recommended a driveway based on the existing wear on the grass. Numerous neighbors attended the July 10, 2019 Planning Commission meeting and were in consensus that the existing detached garage (the Applicant's primary garage) should not count towards the square footage limit for detached structures on the property. They were also generally in consensus that the building should meet the other bulk standard requirements for height, location, and size. The Planning Commission tabled the request in order to provide the Applicant time to reduce the size of the building being requested. The 3,000 square foot building (addition and existing building) is a reduction that both the Applicant and Planning Commission felt comfortable with and believed would provide the Applicant adequate space to store their vehicles. The Planning Commission was supportive of the request for a 3,000 square foot building onsite, in addition to the existing detached garage, based on the numerous other buildings in the neighborhood that are of a comparable size.

Funding Source:
All costs associated with this project are the responsibility of the Applicant.

Recommendation:
The Planning Commission recommended the City Council adopt Resolution #19-161 approving the Conditional Use Permit for an oversized accessory building addition contingent upon compliance with staff review comments and architectural conditions.

Action:
Motion to adopt Resolution #19-161 approving a Conditional Use Permit for an oversized accessory building at 15800 Traprock St NW.

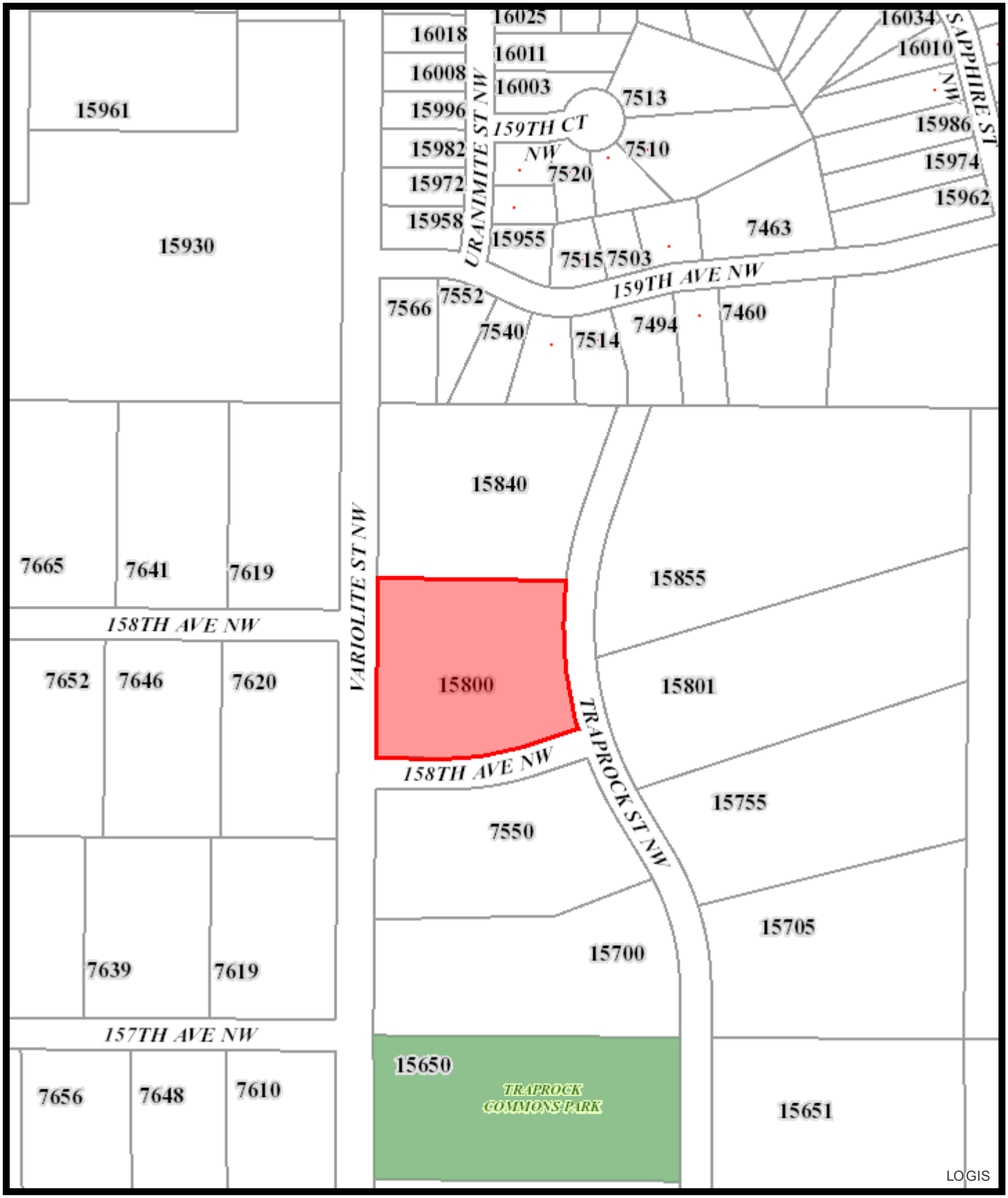
Attachments

Site Location Map
Color Renderings
Photos of Site
DRAFT August 1, 2019 Planning Commission Minutes
Resolution 19-161

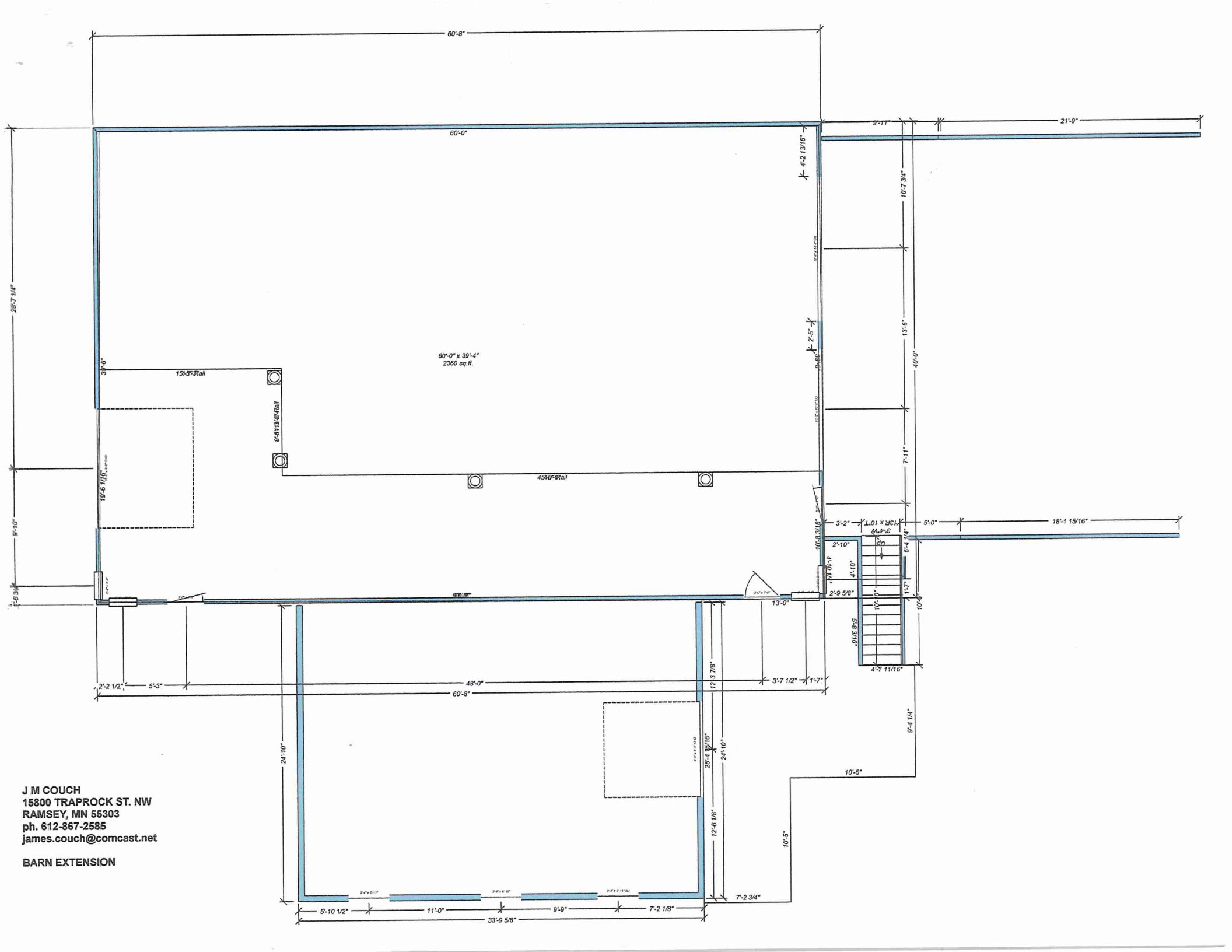
Form Review

Inbox	Reviewed By	Date
Chris Anderson	Chris Anderson	08/08/2019 12:23 PM
Tim Gladhill	Tim Gladhill	08/08/2019 12:26 PM
Kurt Ulrich	Kurt Ulrich	08/08/2019 02:31 PM
Form Started By: Chloe McGuire Brigl		Started On: 08/05/2019 03:52 PM
Final Approval Date: 08/08/2019		

Site Location Map



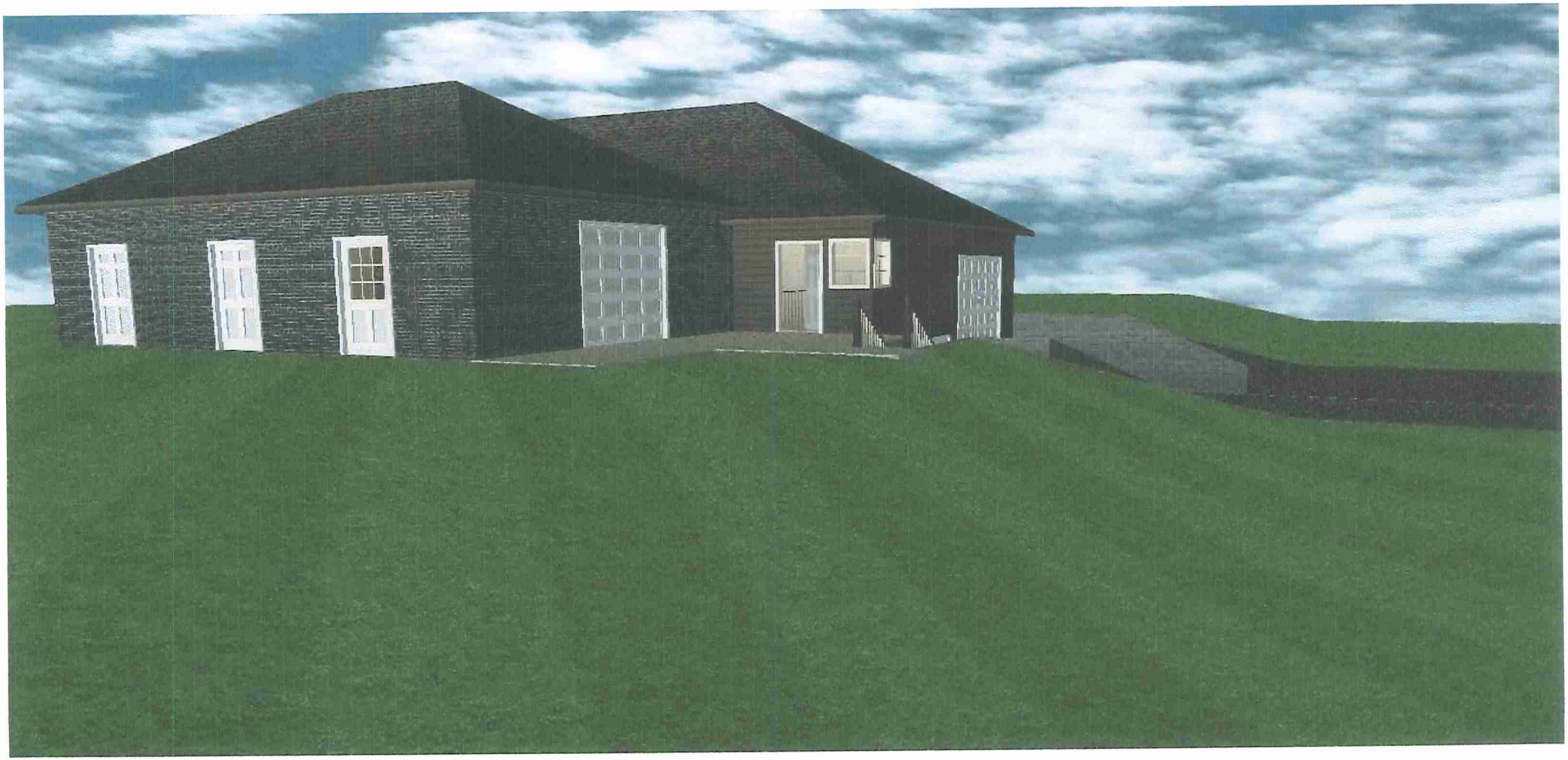
Print Date: June 24, 2019



J M COUCH
15800 TRAPROCK ST. NW
RAMSEY, MN 55303
ph. 612-867-2585
james.couch@comcast.net

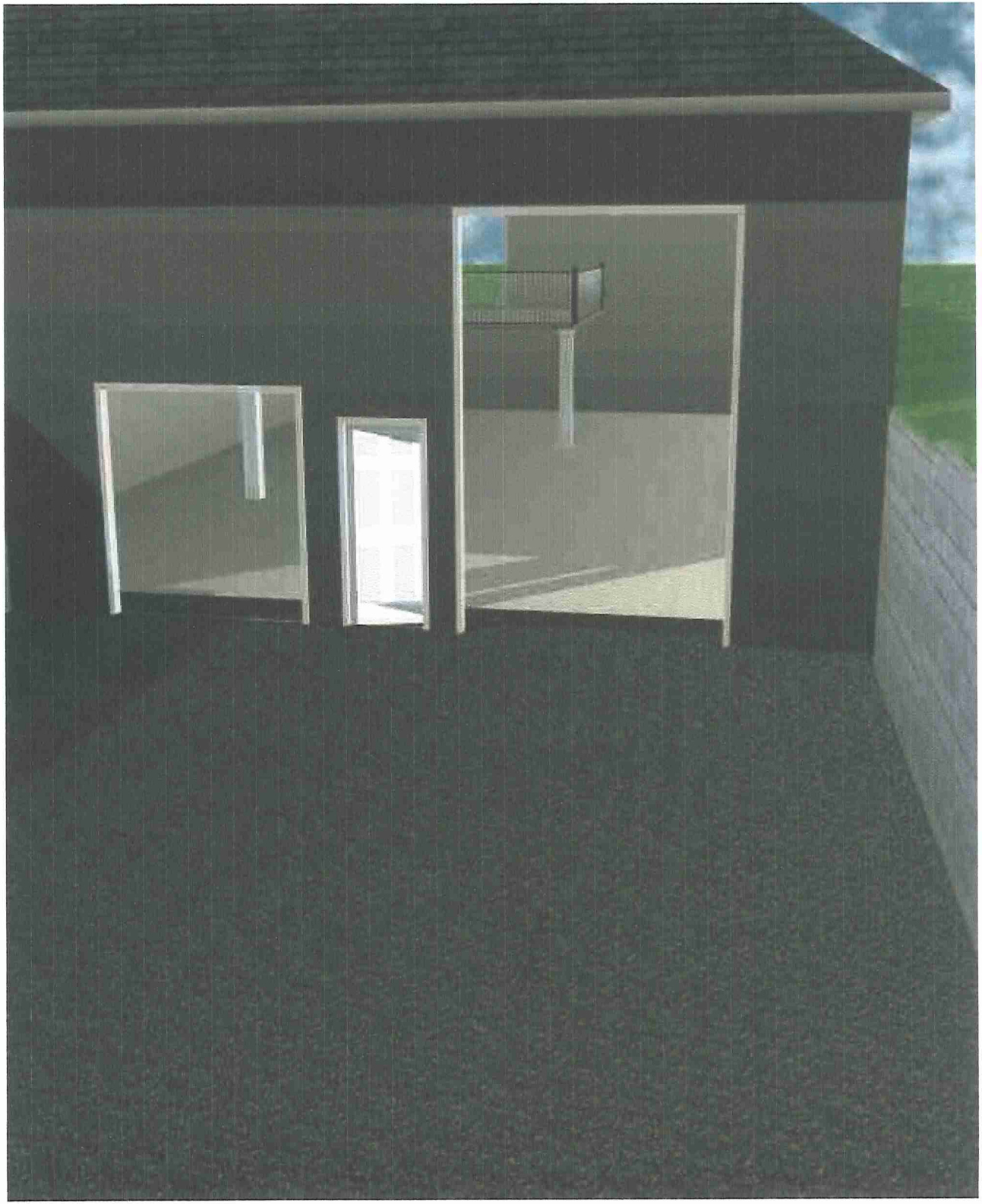
BARN EXTENSION

















PLANNING COMMISSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey Planning Commission conducted a regular meeting on Thursday, August 1, 2019, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Randy Bauer Commissioner Bruce Anderson Commissioner Cheri Gengler Commissioner Torrey Johnson Commissioner Eric Peters Commissioner Gary VanScoy Commissioner Matt Woestehoff
Members Absent:	None
Also Present:	Community Development Director Timothy Gladhill City Planner Chloe McGuire Brigl Planning Intern Elliot Mohler

SECTIONS DELETED

6. COMMISSION BUSINESS

6.01: Consider Conditional Use Permit for Oversized Accessory Building at 15800 Traprock St. NW, Case of James Couch (Project No. 19-123)

Chairperson Bauer noted that this item had been tabled at the last meeting because of discussion related to the proposed size and height of the building.

Presentation

Planning Intern Mohler presented the Staff Report and recommendation to recommend that the City Council adopt Resolution #19-161 approving the Conditional Use Permit for an oversized accessory building addition contingent upon compliance with Staff Review comments and architectural conditions.

City Planner McGuire Brigl stated that staff conducted an aerial review and many of the properties in the surrounding neighborhood of the subject property contain detached accessory buildings, many of which are 3,000 square feet in size. She noted that if the detached garage were taken out of consideration, the request would be in line with other properties in the neighborhood.

Commission Business

Commissioner Anderson asked for additional details on screening.

Planning Intern Mohler replied that screening could be defined as trees, identifying mature pine trees on the property that would screen the barn addition from Traprock. He noted that the structure would be more visible from the Variolite side of the property. He noted that additional screening could be a consideration from the Commission and is not a recommendation made by staff.

City Planner McGuire Brigl stated that staff is not concerned with the additional access and believe that it would be a good additional because of the wear on the grass in that area. She stated that this property would be allowed two driveways. She stated that one comment was received from a neighbor that expressed concern with the second driveway but noted that perhaps that is where additional screening could be appropriate.

Community Development Director Gladhill replied that all cases that come before the Planning Commission are reviewed by a development group of staff which includes engineering. He noted that no additional concerns were expressed by engineering.

Commissioner Anderson stated that it appears that there will be some excavation of the site on which the building will be constructed. He asked how far down that excavation would occur and if there would be concern with water levels.

James Couch, the applicant, replied that he will be excavating about eight feet to the floor and nine feet to the bottom of the footings.

Commissioner VanScoy asked if that would account for drainage, or whether there would be concern for the accessory building to have drainage problems.

Mr. Couch replied that there would be 14.3 feet from the existing ground level to the road, therefore the land slopes away from the building.

Commissioner VanScoy asked the height of the building.

Mr. Couch stated that according to the regulations for accessory buildings and garages, on a property of his size he would be allowed two stories, which would be 20 feet plus roof. He stated that at the previous meeting there was a perception that was not accurate. He stated that as designed the average height would be 22 feet.

Commissioner VanScoy asked the proposed finish of the building. He stated that he drove by the property and was impressed with the quality of the buildings on his property.

Mr. Couch replied that the brick he has used in the past is no longer available and therefore is looking at cement fiber board or stamped cement, which would look as similar to the existing buildings as possible.

Commissioner Woestehoff asked how the applicant would feel about adding additional tress on the Variolite side of the property.

Mr. Couch was unaware when the aerial photo was taken, as his property does not look like that currently.

Commissioner Woestehoff agreed but noted that he would prefer a few more trees.

Commissioner VanScoy agreed that there is good adequate screening right now with the leaf on conditions but noted that additional conifers would be helpful.

Mr. Couch stated that he would be planning to add a few trees after construction whether required or not required. He explained that they lost a lot of trees on the property following a past storm. He stated that he has planted trees following the storm and would plan to continue to do that. He noted that the sandy soils and drainage issues are a challenge for the survival of some types of trees.

City Planner McGuire Brigl provided a more up to date aerial photograph of the property showing additional trees.

Commissioner Woestehoff asked if all the vehicles would fit within the newly proposed building.

Mr. Couch stated that not all the vehicles would fit within the structure. He stated that they are in the process of removing the boat, hay wagon and snowmobile trailer from the property. He stated that the proposed cost of the building will double because of the changes in design that were made.

Commissioner Johnson appreciated the applicant's willingness to work with the Commission, staff and neighbors to find a compromise.

Commissioner Anderson thanked the applicant for making the changes asked by the Commission. He stated that he also drove by the property and it is a well-constructed property. He stated that getting the toys indoors would always be the best option. He stated that he appreciates the willingness to make the proposed structure similar in look to the existing buildings on the property.

Motion by Commissioner Anderson, seconded by Commissioner Johnson, to recommend that City Council adopt Resolution #19-161 approving a Conditional Use Permit for an oversized accessory building contingent upon compliance with Staff Review comments and architectural conditions.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners Anderson, Gengler, Johnson, Peters, VanScoy, and Woestehoff. Voting No: None. Absent: None.

SECTIONS DELETED

8. ADJOURNMENT

Motion by Commissioner VanScoy, seconded by Commissioner Anderson, to adjourn the meeting.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners VanScoy, Anderson, Gengler, Johnson, Peters, and Woestehoff. Voting No: None. Absent: None.

The regular meeting of the Planning Commission adjourned at 8:00 p.m.

Respectfully submitted,

_____
Tim Gladhill
Community Development Director

ATTEST:

_____
JoAnn Shaw
Community Development Assistant

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

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

RESOLUTION #19-161

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT TO ALLOW FOR AN ADDITION TO AN EXISTING DETACHED ACCESSORY BUILDING THAT WOULD EXCEED THE MAXIMUM ALLOWABLE SQUARE FOOTAGE ON THE PROPERTY GENERALLY KNOWN AS 15800 TRAPROCK STREET NW AND DECLARING TERMS OF SAME

RECITALS

1. James and Patty Couch, hereinafter referred to as the "Permittee," have properly applied for a Conditional Use Permit to allow for the addition to an existing detached accessory building that would exceed the maximum allowable square footage on the property generally known as 15800 Traprock Steet NW and legally described as follows:

   Traprock Commons Lot 2 Block 1, Subject to Easement of Record, Anoka County, Minnesota

   ("Subject Property")

2. That the Permittee appeared before the Planning Commission for a public hearing pursuant to Section 117-53 of the Ramsey City Code on July 10th, 2019, and that the public hearing was properly advertised and that the minutes of said public hearing are hereby incorporated by reference.

3. That the Subject Property is approximately 3.3 acres in size and is eligible for a total of 2,700 square feet of accessory building space and a maximum of three (3) detached accessory buildings.

4. That the Subject Property is zoned R-1 Residential (Rural Developing) and that the surrounding parcels are also zoned R-1 Residential (Rural Developing).

5. That the Subject Property currently has two (2) detached accessory buildings, the detached building that will be added to which is currently 640 square feet, and a detached primary garage that is approximately 1,200 square feet.

6. That the Permittee is seeking to construct a detached accessory building addition that is sixty feet by thirty-nine feet (60 x39), or 2,360 square feet, to the existing twenty by thirty-two feet (20x32), or 640 square feet, existing detached accessory building. The accessory building would be 3,000 square feet (the "Accessory Building") total.

7. That the Subject Property would have a total of 4,200 square feet of accessory buildings with the proposed addition.

8. That the proposed Accessory Building meets all setback and height requirements for the R-1 Residential (Rural Developing) district.

9. That the Permittee has stated that no part of the Accessory Building would be used for a home occupation, nor would anything stored in the Accessory Building be associated with a home occupation.

10. That the Permittee has stated that the Accessory Building would be used to store the family's boats, snowmobiles, travel trailers, and yard equipment, most of which is currently stored outside on the Subject Property.

11. That the Accessory Building would be post-frame style (pole building) with an exterior finish of siding that would match the colors and style of the home as close as possible.

12. That the Accessory Building will have multiple garage doors to accommodate the various vehicles that will be stored in the building.

13. That the Accessory Building will have windows to provide natural light into the building.

14. That there are multiple mature evergreen trees on the eastern lot line of the Subject Property (along Traprock St NW) that would provide some screening of the Accessory Building from the adjacent properties.

15. That the Accessory Building will be outside all utility and drainage easements on the Subject Property.

16. That the Accessory Building will not disrupt the current individual well and septic systems on the Subject Property.

17. That the surrounding properties are similarly sized and also contain large detached buildings similar to the one being proposed on the Subject Property.

18. That the Ramsey Planning Commission recommended approval of the Conditional Use Permit on August 1, 2019 and the City Council approved the Conditional Use Permit on August 12, 2019.

FINDINGS OF FACT

1. That the size and location of the Accessory Building will not impair an adequate supply of light and air to adjacent property.

2. That the size and location of the Accessory Building use will not unreasonably increase the congestion on the public street.

3. That the size and location of the Accessory Building will not have the effect of allowing any use prohibited in the R-1 Residential (Rural Developing) District.

4. That the size and location of the Accessory Building will not permit a lesser degree of public health, safety, and general welfare protection that established by Chapter 117 of the Ramsey City Code or permit standards which are lower than those required by state law.

5. That the size and location of the Accessory Building will not increase the danger of fire or endanger the public safety.

6. That the size and location of the Accessory Building will not unreasonably diminish or impair established property values within the neighborhood, or in any way be contrary to the intent of Chapter 117 of the Ramsey City Code.

7. That the size and location of the Accessory Building will be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and such use will not change the essential character of the area.

8. That the size and location of the Accessory Building will not violate the intent and purpose of the Comprehensive Plan.

9. That the size and location of the Accessory Building will be in accordance with the objectives of the intent of Section 117-51 (Conditional Use Permits) of the Ramsey City Code.

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

That the Ramsey City Council hereby grants approval of a Conditional Use Permit (the "Permit") to construct a sixty foot by thirty-nine foot (60' x 39') Accessory Building (the "Accessory Building") on the Subject Property, that would otherwise exceed the maximum allowable square footage as set by the Ramsey City Code, contingent upon the following conditions:

CONDITIONS

1. That this Permit allows for a 2,360 addition onto an existing 640 square foot detached garage, resulting in a 3,000 square foot detached accessory building and 4,200 square feet of total detached structures on the Subject Property.

2. That the Subject Property would have a total of 4,200 square feet of accessory buildings with the proposed addition.

3. That there shall be no other accessory buildings constructed on the **Subject Property**, unless in accordance with City Code.

4. That the **Permittee** shall construct the **Accessory Building** in accordance with all other provisions of City Code Sections 117-111 (R-1 Residential District) and 117-349 (Accessory Uses and Buildings).

5. That the **Permittee** agrees to construct the **Accessory Building** as shown in **Exhibit 1**.

6. That the **Accessory Building** shall be architecturally similar to the stone façade on the existing buildings on the property. The Zoning Administrator must approve the architectural finish to ensure it is architecturally compatible with the existing home and detached garage at time of building permit.

7. That the **Permittee** agrees that no part of the **Accessory Building** shall be used for a home occupation unless in compliance with City Code Section 117-351 (Home Occupations).

8. That the **Permittee** agrees that no part of the **Accessory Building** shall be used for living space.

9. That this **Conditional Use Permit** shall be perpetual in duration as long as the terms are herein complied with.

10. That the **Permittee** shall be responsible for all City costs incurred in administering and enforcing this **Conditional Use Permit**.

11. That the **Permittee** shall obtain all necessary permits prior to commencing any construction of the **Accessory Building**, including a Building Permit.

12. That the City Administrator, or his/her designee, shall have the right to inspect the **Subject Property** for compliance and safety purposes.

13. That the **Conditional Use Permit** shall automatically expire if the use is not initiated by August 12, 2020, and issuance of the Building Permit shall constitute initiation.

14. That the **Permittee** agrees to have the **Accessory Building** be serviced by a driveway of compliant material as stated in the Ramsey City Code for the R-1 Residential (Rural Developing) District that will gain access from Traprock Street NW.

15. That the **Permittee** agrees to store all vehicles, trailers, boats, RVs, lawn equipment, etc. within the **Accessory Building** or in a manner compliant with City Code Section 117-355 (Residential Off-Street Parking). All vehicles and items currently in violation of City Code shall be stored properly once the building is completed.

16. That the **Permittee** agrees to build the **Accessory Building** as provided in Exhibit A.

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 _____ day of _____, 2019.

PERMITTEE:

James M. Couch and Patty Couch, Permittee, hereby acknowledges receipt of this Permit and has reviewed the conditions of this Permit and has agreed to comply with the terms of this Permit.

_____
James M. Couch

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2019, before me a Notary Public, personally appeared James M. and Patty Couch, Permittee, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

_____
Notary Public

CITY OF RAMSEY:

By: _____ By: _____
Mayor City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, 2019, before me, a Notary Public, personally appeared Mayor John LeTourneau and JoAnn M Thieling, to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Clerk of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said Municipal corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council and said John LeTourneau and JoAnn M. Thieling acknowledge said instrument to be the free act and deed of said Municipal Corporation.

_____

Notary Public

The document drafted by:
The City of Ramsey
7550 Sunwood Dr NW
Ramsey, Minnesota 55303

This document reviewed by:
Ratwik, Roszak & Maloney, P.A.
300 U.S. Trust Building
730 Second Avenue South
Minneapolis, MN 55402

Exhibit A:


15840
7619
TRAPR
15855
60 ft
Barn Addition
2,360 sq. ft.
39 ft
640
Sq. ft.
20 ft
32 ft
15800
40 ft
1,200
Sq. ft.
30 ft
15801
VARIOLITE ST NW
7620
158TH AVE NW
7550

CC Regular Session **4. 5.**

Meeting Date: 08/12/2019

By: Bruce Westby, Engineering/Public Works

Information

Title

Adopt Resolution #19-163 Authorizing Letter of Support for Anoka Conservation District's Grant Application for Rum River Bank Stabilization Projects

Purpose/Background:

The Anoka Conservation District (ACD) identified 80 eroding streambank stretches on the Rum River throughout Anoka County while completing an erosion inventory early this year. That inventory led to a plan for ACD to apply for funding for riverbank stabilization projects throughout the County through three state grants with matching funds from Anoka County. ACD submitted a Lessard-Sams Outdoor Heritage Council application last month, and plans to submit applications for Clean Water Fund and Conservation Partners Legacy grants in the coming months. Both Upper and Lower Rum River WMO's signed letters of support for the Lessard-Sams grant proposal, and ACD is requesting member City's to do the same for use in submitting grant proposals for projects within each of the member cities borders.

Potential projects range from cedar tree revetments to habitat-enhancing bioengineering projects to hard armoring projects. Potential locations span the county and exist in each city. The inventory can be viewed on-line at https://www.anokaswcd.org/images/AnokaSWCD/Reports/Inventory/Rum_River_Erosion_Inventory_Final.pdf ACD is asking the Ramsey City Council to approve the attached letter of support for the grant proposal efforts within the City of Ramsey. They will use the same letter for each proposal. A memo from ACD is attached for further information.

ACD is not asking for any financial commitment from the city, only signed letters of support to help boost their applications and show that the cities are supportive of the projects.

The Lessard-Sams grant proposal was previously submitted, and the other two grant deadlines are in late August/early September.

Notification:

NA

Observations/Alternatives:

NA

Funding Source:

No funds are required of the City in regards to this request.

Recommendation:

Staff recommends adopting resolution #19-163 authorizing submittal of the attached Letter of Support for Anoka Conservation District's grant applications for the Rum River bank stabilization projects outlined in the attached memo.

Action:

Adopt Resolution #19-163 Authorizing Letter of Support for Anoka Conservation District's Grant Application for Rum River Bank Stabilization Projects

Attachments

Res 19-163

ACD Grant Memo

Draft Letter of Support

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/08/2019 03:34 PM
Form Started By: Bruce Westby		Started On: 08/06/2019 07:32 AM
Final Approval Date: 08/08/2019		

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

RESOLUTION #19-163

RESOLUTION AUTHORIZING LETTER OF SUPPORT FOR ANOKA CONSERVATION DISTRICT GRANT APPLICATIONS FOR RUM RIVER BANK STABILIZATION PROJECTS

WHEREAS, the City of Ramsey supports the Anoka Conservation District's ongoing efforts to improve water quality within the Rum River by completing riverbank stabilization projects throughout greater Anoka County and within the City of Ramsey.

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 authorizes submittal of a letter of support to the Anoka Conservation District to help boost their riverbank stabilization project grant applications by showing support for the projects.

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 12th day of August, 2019.

_____
Mayor

ATTEST:

_____
City Clerk

ANOKA CONSERVATION DISTRICT
16015 Central Ave NE, Suite 103
Ham Lake, MN 55304
Phone: (763) 434-2030 Fax: (763) 434-2094
www.AnokaNaturalResources.com

MEMO

To: **City Councils of Andover, Anoka, Oak Grove, Ramsey, and St. Francis**

From: **Jared Wagner, Water Resource Technician**

Date: **June 27, 2019**

Re: **Rum River Stabilization Project Grants**

ACD, along with Anoka County, is applying for three different grants to do Rum River stabilization projects over the next three years. Each grant will address a specific scale or severity of erosion with different project types outlined below. Candidate sites were identified in a Rum River Erosion inventory completed by ACD in early 2019. These kinds of projects improve water quality by collectively stabilizing thousands of tons of sediment that would otherwise wash into the river. It also assists your residents by providing financial and technical help to stabilize their riverbanks.

We are asking that you please consider signing the attached letter of support to help bolster our applications by showing that your city is a supporter of ACD's efforts to bring this state grant funding to Anoka County where it will benefit your community. We can use one letter for all three grant proposals we plan to submit.

Planned Grant Applications

1. **Lessard-Sams Oudoor Heritage Council (LSOHC): $952,255** request to complete 4-8 bioengineering bank stabilization projects that build habitat and provide water quality benefit.
2. **Clean Water Fund (CWF): $439,003** request to complete 1-2 large hard armoring projects that require extensive engineering and provide a large water quality benefit.
3. **Conservation Partners Legacy (CPL): $183,355** request to complete 20+ cedar tree revetment projects where erosion is mild, but likely to worsen if not treated.

Total = $1,574,612 in grant requests

These grants do require local matching funds, but we are not directly requesting any funds from your city. Anoka County is providing 13% of the matching funds, landowners will provide 10%, and the Upper Rum River and Lower Rum River WMOs will each be asked to provide 1% ($15,000).

Pictures of some similar projects installed in the past are included in the attached grant proposal illustration.

Please consider passing a motion to support ACD Rum River grant proposals and sign the attached letter of support.

Phase 1 - Rum River Wildlife and Fisheries Habitat Enhancement Through Bioengineering



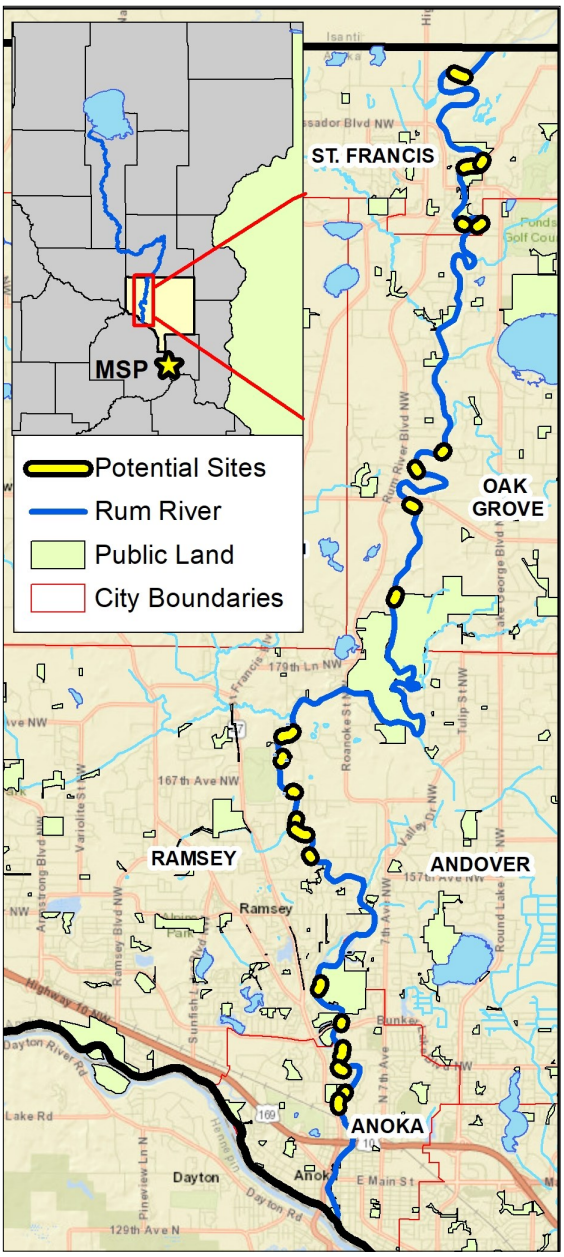
PROJECT JUSTIFICATION

- Rum River bank stabilization projects are recommended in the 2017 Rum River Watershed Restoration and Protection Strategy (WRAPS) report by state and local agencies and stakeholders.
- The Anoka Conservation District (ACD) identified 80 eroding stretches totaling seven miles of riverbank.
- Critical riparian-littoral transitional habitat is missing along these seven miles, and 7,838 tons of sediment is delivered to the river annually, smothering habitat for mussels, invertebrates, and spawning fish.
- LSOHC, CPL, and Clean Water Fund grants will be pursued to address sites based on scale and severity.
- Two phases are planned for LSOHC requests for Rum River habitat-building bioengineering projects in Anoka County over five years. Additional requests with upstream partners may be possible in the future.

PROJECT SUMMARY

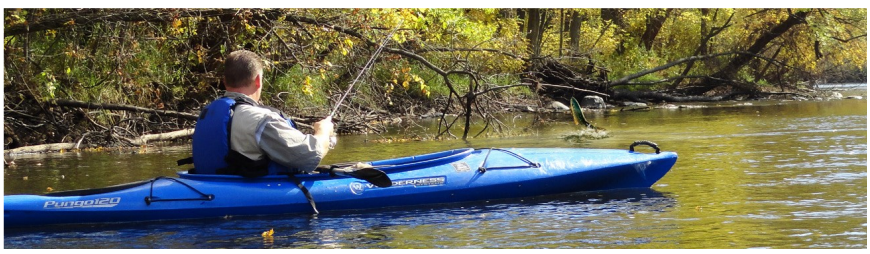
- Stabilization and habitat enhancement of four to eight sites over three years during Phase 1 with $952,200 LSOHC -OHF funds
- Enhanced opportunity for fishing, hunting, and recreation on a key public water resource
- Project partners: ACD, Anoka County, and landowners
- Support from: Upper Rum River WMO, Lower Rum River WMO, and MN Waterfowl Association





LONG-TERM STRATEGY

- Anoka County approved $442,000 in grant match over the next five years.
- Future LSOHC requests will be made for additional habitat building bioengineering projects.
- Clean Water Fund grants will be pursued for projects requiring substantial hard armoring.
- CPL funds will be pursued for smaller projects addressable by cedar tree revetment projects.





PROJECT BENEFITS

- Habitat enhancement (up to three acres) for game fish, waterfowl, and non-game wildlife
- Reconnection of fragmented riparian habitat along up to a half mile of riverbank
- Water quality and clarity improvement downstream by reducing up to 750 tons of sediment annually
- Projects will protect both public and private land currently being lost to erosion.
- Wildlife-friendly approaches will be developed or tested to advance bioengineering practices for wildlife benefit.

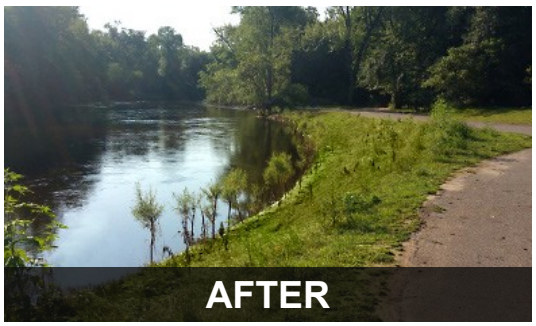
BIOENGINEERING

- Relies on natural materials to stabilize banks while providing transitional habitat that is traversable by wildlife
- May include light grading and toe armor, native plants, woody materials, and rock vanes
- Stabilizes soils to prevent sediment loading to river, improving water quality, fish spawning beds, and mussel habitat
- Reconnects currently fragmented riparian-littoral habitat along the river







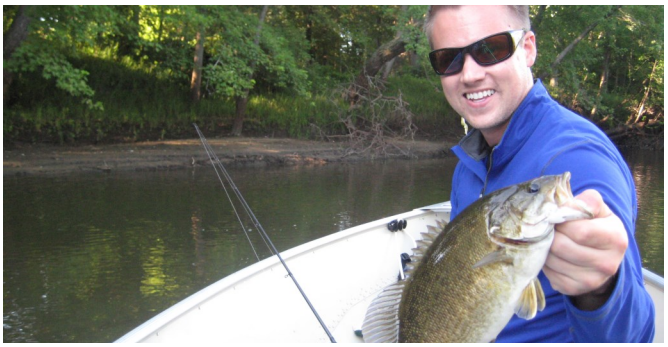


MINNESOTA'S RUM RIVER

- State Outstanding Resource Value Water
- State Wild, Scenic, and Recreational River
- State Water Trail
- World-class smallmouth bass fishery
- Key reach for Species in Greatest Conservation Need (SGCN); Several mussels, Blanding's turtle







ANOKA CONSERVATION DISTRICT | Anoka County MINNESOTA | CLEAN WATER LAND & LEGACY AMENDMENT

City of RAMSEY

7550 Sunwood Drive NW • Ramsey, MN 55303
City Hall: 763.427.1410 • Fax: 763.427.5543
www.cityoframsey.com

August 12, 2019

Re: Support for Anoka Conservation District Rum River Bank Stabilization Project Grant Applications

Dear State grant proposal review councils,

The City of Ramsey is pleased to support Rum River habitat and water quality enhancement grant applications submitted by the Anoka Conservation District. The Rum River is among the most important water, ecological, and recreational resources in our community. Enhancing habitat and improving water quality through bank stabilization projects outlined in this proposal will benefit the citizens and visitors who frequent our parks and fish, swim, or boat in the Rum River. These projects will also help to preserve the wild and scenic attributes of the river that set our community apart in an urbanizing metro county. Please give this grant application every positive consideration.

The projects outlined in this proposal are a local and regional priority supported by plans at each scale. They will help meet one of the top project priorities of our watershed management organization's 10-year watershed plan. The projects are also supported by the science and watershed-level prioritization in the Rum River Watershed Restoration and Protection Strategies (WRAPS) report.

The Rum River is one of the most significant and valuable water and wildlife resources in our region and our city. We are pleased that the proposed projects offer both habitat and water quality benefits. As a State Scenic and Recreational River known as an excellent fishery and drinking water source for the Twin Cities, well-rounded projects like these are strongly supported due to their multiple benefits and impact to so many people. Please consider the City of Ramsey a supporter of this grant application and the invaluable outcomes that will result.

Respectfully,

Kurtis Ulrich
City Administrator

CC Regular Session **4. 6.**

Meeting Date: 08/12/2019

By: Chloe McGuire Brigl, Community Development

Information

Title

Adopt Resolution #19-181 Granting an Interim Use Permit to a Religious Institution at 6937 Highway 10; Case of Freedom Church

Purpose/Background:

The City has received an application from Freedom Church (the "Applicant") to operate Church and Parish Offices at 6937 Highway 10 (the "Subject Property"). The Subject Property is zoned H-1 Highway 10 Business District, which does not allow for churches as a permitted use. Therefore, the Applicant is seeking to be granted an Interim Use Permit to operate Church and Parish Offices on the Subject Property.

Notification:

Notifications of this proposal were sent via Standard US Mail to Property Owners within 350 feet of the Subject Property, as reflected by Anoka County Property Records. A notice was also published in the Anoka Union Herald, the City's official newspaper, for the August 1, 2019 Planning Commission. Two members were present for the meeting, the City did not receive any additional comment.

Observations/Alternatives:

General

The Applicant is seeking to renew their Interim Use Permit to Operate Church and Parish Offices, which has been previously granted in 2012 for the use.

Zoning

The Subject Property is zoned H-1 Highway 10 Business District, as are the properties to the east and west of the Subject Property. This zoning district does not allow the operation of religious institution and parish offices as a permitted use, instead an interim use permit is required for the use to continue. Freedom Church has been operating on an Interim Use Permit since 2012. The Interim Use Permit requires renewal at this time.

Streets and Access

The Subject Property gains access off Highway 10 NW. The Applicant would utilize a shared parking lot that is also utilized by a few other businesses that also rent space in the same building. The proposed use has been found to not adversely impact traffic in the area or the community at large. Staff has not had an issue with the number of parking stalls onsite.

Funding Source:

The Applicant is responsible for all costs associated with this request.

Recommendation:

The Planning Commission recommends approving the request for an Interim Use Permit to operate a Religious Institution on the Subject Property.

Action:

Motion to adopt Resolution #19-181 granting an Interim Use Permit to operate a Religious Institution on the Subject Property.

Attachments

Application
Site Location Map
Site Plan
DRAFT August 1, 2019 Planning Commission Minutes
Resolution 19-181

Form Review

Inbox	Reviewed By	Date
Chris Anderson	Chris Anderson	08/08/2019 12:23 PM
Kurt Ulrich	Kurt Ulrich	08/08/2019 02:26 PM
Form Started By: Chloe McGuire Brigl		Started On: 08/05/2019 03:51 PM
Final Approval Date: 08/08/2019		

Land Use Application

☐ Plat – Sketch Plan	☐ Plat – Preliminary Plat	☐ Plat – Final Plat
☐ Administrative Plat	☐ Site Plan Review	☐ Easement/ROW Vacation
☐ Conditional Use Permit	☒ Interim Use Permit	☐ Comprehensive Plan Amendment
☐ Zoning Amendment	☐ Home Occupation Permit	☐ Variance
☐ Dwelling Moving Permit	☐ Environmental Permit	☐ Registered Land Survey
☐ Non-Traditional Animal License	☐ Beekeeping License	☐ Private Kennel License

Applicant Contact Information

Please note: All official communication will be routed through this contact.

Name:	Mark & Annah Reid		
Street Address:	600 Weaver Blvd		
City, State, ZIP:	Anoka, MN 55303		
Home Phone:	7637831377	Work Phone:	Cell Mark 6126706984 Cell Annah 6123272586
Email:	MReid777@hotmail.com	Fax Number:	X
Name of Business (if applicable):	Freedom Church		
Business Address (if applicable)	6937 Hwy 10 West Suite #140 #160		
Business City, State, ZIP	Ramsey MN 55303		
Business Phone:	6123272586	Business Fax:	X

Subject Property Information

(Location of Application)

Address	6937 Hwy 10 West Ramsey, MN 55303
PIN	
Legal Description	
Zoning District	

Contact the Planning Division at 763-433-9824 or planning@cityoframsey.com to request a Zoning Verification

Property Owner Information

(If different than Applicant)

Name:	MBAKK Ramsey LLC		
Street Address:	10301 Woodcrest Dr. NW		
City, State, ZIP:	Coon Rapids, MN 55433		
Home Phone:		Work Phone:	763.767.3767
Email:	JPIERCE@HOMFURNITURE.COM	Fax Number:	763 772 1556

Please provide a detailed description of your request and attached a copy of a scaled site plan

A "Land Use Sign" will be placed on the Subject Property to allow Ramsey Residents the opportunity to obtain information about your request.

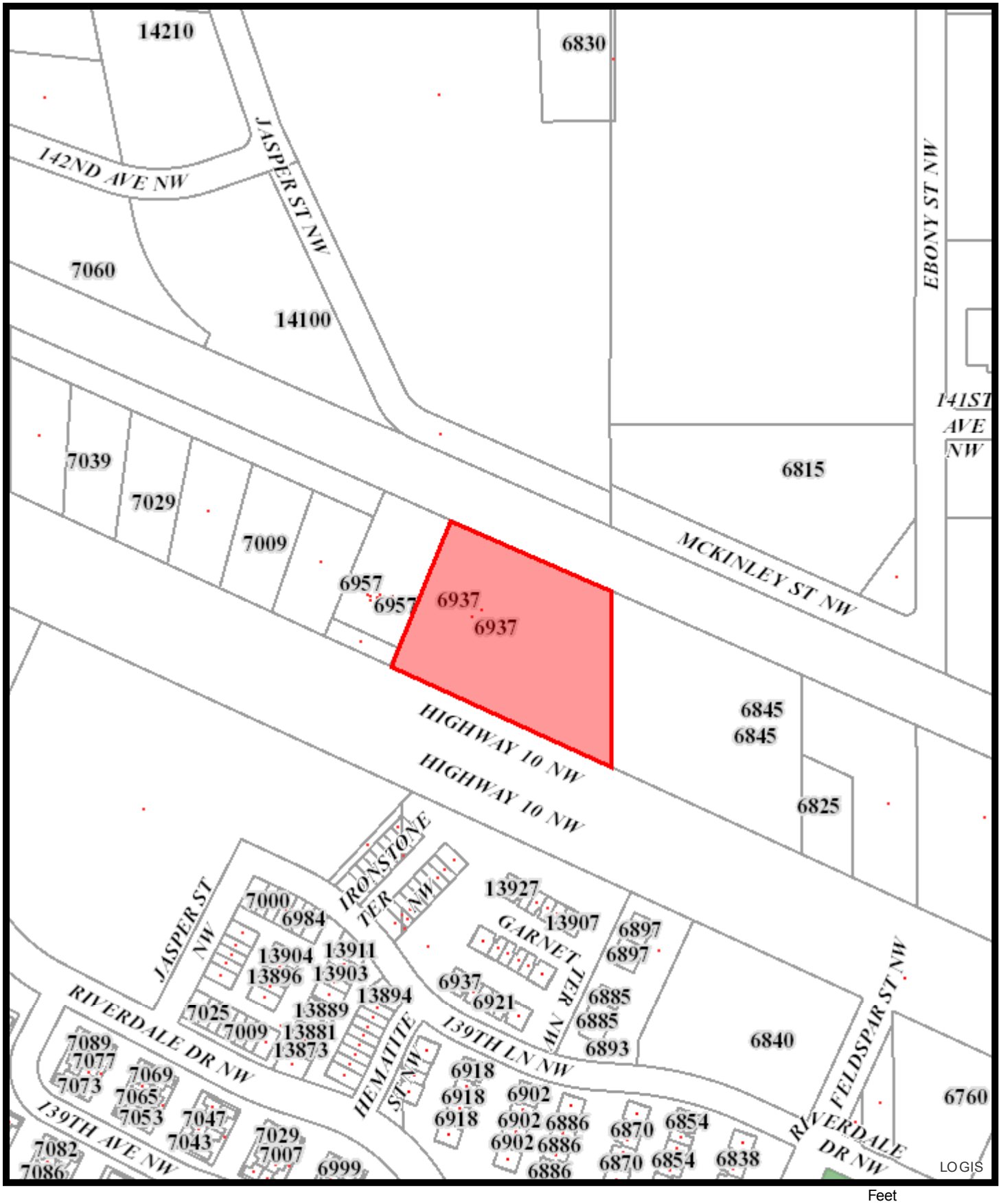
Applicant Signature	Mark S. Reid	Co-Applicant Signature	Annah E. Reid
Printed Name	Mark S Reid	Printed Name	Annah E. Reid
Title	Pastor	Title	Co-Pastor
Date	7/15/19	Date	7/15/19

I understand that the application fee is non-refundable. All costs associated with the processing of this application are the responsibility of the applicant whether this application is approved or denied. Any excess of escrow account deposits over expenditures will be refunded at the time of account closure. I also understand that as the applicant, it is my responsibility to obtain all other permits or licenses required by any applicable regulatory agencies for this Land Use Application.

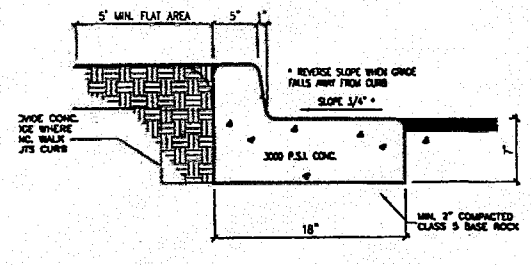
Property Owner Signature		Property Owner Signature	
Printed Name	JOHN PIERCE	Printed Name	
Title	OWNERS REP	Title	
Date	7/16/2019	Date	

I hereby certify that I am the fee title owner/contract for deed vendee of record for the above-mentioned property. Failure to prove ownership may void any agreements entered into the City and I will be held liable for any and all costs incurred by the City.

Site Location Map

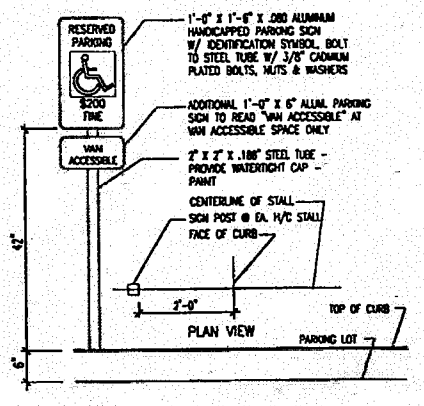


Print Date: July 15, 2019



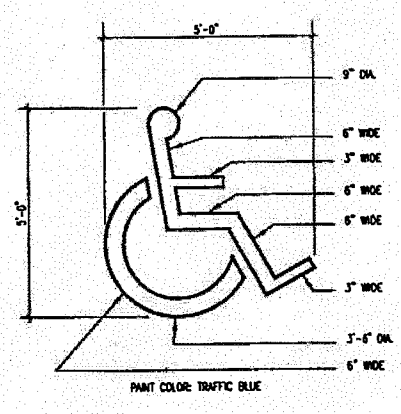
5 CURB + GUTTER SECTION

1-1/2"=1'-0"



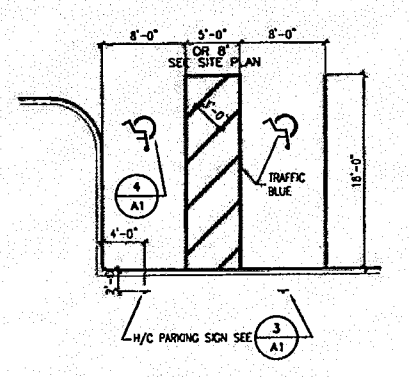
4 HANDICAP SIGN

N.T.S.



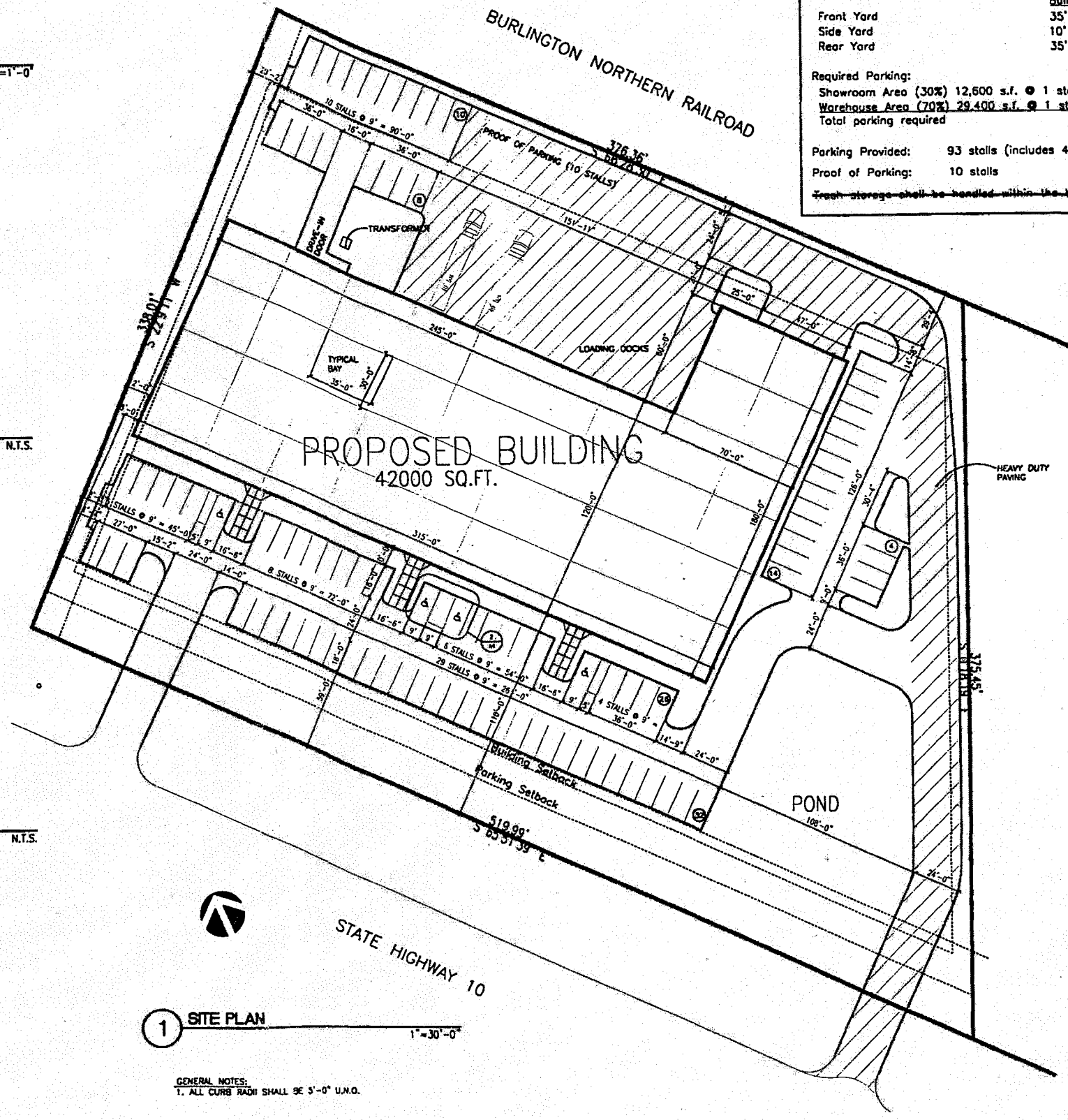
3 HANDICAP SYMBOL

N.T.S.



2 HANDICAP PARKING

1/8"=1'-0"



1 SITE PLAN

1"=30'-0"

GENERAL NOTES:
1. ALL CURB RADII SHALL BE 3'-0" U.N.O.

PROJECT DATA		
Zoning Classification:	B3 – Highway Business	
Site Area:	159,576 s.f. (3.7 Acres)	
Maximum allowable building coverage:	55,850 s.f. (35%)	
Proposed Building Area:	42,000 s.f. (26%)	
Total Paved Area:	62,500 s.f. (39%)	
Required Setbacks:		
	Building	Parking
Front Yard	35'	20'
Side Yard	10'	0'
Rear Yard	35'	0'

Required Parking:
Showroom Area (30%) 12,600 s.f. @ 1 stall/200 s.f. = 63 stalls
Warehouse Area (70%) 29,400 s.f. @ 1 stall/1000 s.f. = 30 stalls
Total parking required 93 stalls

Parking Provided: 93 stalls (includes 4 accessible stalls)

Proof of Parking: 10 stalls

~~Trash storage shall be handled within the building.~~

AMCON
Design Construction
Construction Management
200 W. Hwy. 13
Burnsville, Minnesota 55337
Phone 612-890-1217
Fax 612-890-0064

REVISIONS
1 ---
2 ---
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OWNER
CONTRACTOR

PROPOSED NEW BUILDING FOR:
B + B CARPETS / RETAIL
RAMSEY, MINNESOTA

CERTIFICATION
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.
Michael J. Mann Reg. # 21772
DATE

SITE PLAN

DATE 12/13/99

A1

PROJECT NO. 99804

PLANNING COMMISSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey Planning Commission conducted a regular meeting on Thursday, August 1, 2019, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Randy Bauer Commissioner Bruce Anderson Commissioner Cheri Gengler Commissioner Torrey Johnson Commissioner Eric Peters Commissioner Gary VanScoy Commissioner Matt Woestehoff
Members Absent:	None
Also Present:	Community Development Director Timothy Gladhill City Planner Chloe McGuire Brigl Planning Intern Elliot Mohler

SECTIONS DELETED

5.03: Public Hearing: Consider Resolution #19-181 Granting an Interim Use Permit to a Religious Institution at 6937 Highway 10; Case of Freedom Church

Public Hearing

Chairperson Bauer called the public hearing to order at 7:16 p.m.

Presentation

City Planner McGuire Brigl presented the staff report and recommendation to approve the request for an Interim Use Permit to operate a religious institution on the subject property.

Citizen Input

Commissioner Woestehoff asked if an Interim Use Permit is tied to the property or the applicant.

City Planner McGuire Brigl replied that an Interim Use Permit is tied to the specific business.

Mark Reed, representing the applicant, stated that the church has been at the location since 2012 when the original temporary use permit was obtained. He stated that the church plans to continue to operate in this location. He explained that the church thought that they may outgrow the existing location but that does not seem to be the case.

Chair Bauer stated that if the church is planning to stay in this location perhaps there would be a better choice than granting an Interim Use Permit yet again.

City Planner McGuire Brigl replied that an Interim Use Permit has a time limit but noted that staff would be open to tying that limit to something else other than the ten years. She explained that the permit could be linked to an event in time, but the permit could not be indefinite.

Chair Bauer asked if this property would be impacted by the possible Highway 10 improvements in the future.

Community Development Director Gladhill noted that this parcel could be a possible partial acquisition and noted that in the future there would be additional discussions on appropriate uses for the parcel. He stated that there is potential for this to be a permitted or conditional use in the future but noted that those discussions will occur in the future and that is why staff recommended a ten-year period on this permit.

Commissioner VanScoy asked if there would be partial acquisition in the future or whether that is simply a possibility.

Community Development Director Gladhill explained that the full scope of acquisitions is not yet known, as planning has begun on a high level. He stated that the City hopes to delve further into design and engineering in 2020, where some of those questions will be answered. He stated that staff is confident that the building would remain and explained that the question would be how close the frontage road would get to the parking.

Commissioner Anderson asked if it would be more appropriate for a five-year permit rather than a ten year because of the questions that remain.

Community Development Director Gladhill replied that if acquisition is needed for the highway project, there would be a process to follow and therefore staff believes that there are adequate tools if needed and ten years would be appropriate tonight.

Commissioner Woestehoff asked if changes are made to the zoning in the ten-year period, would something then need to be done with the Interim Use Permit.

Community Development Director Gladhill noted that the zoning change would supersede the Interim Use Permit.

Mr. Reed explained the reason for the Interim Use Permit is because the property is zoned commercial. He stated that there are a lot of questions from the buildings along Highway 10 related to the future improvement project. He stated that he has been told similar to the comments

of staff about the potential impacts. He asked the type of notice that would be provided about future improvements related to Highway 10.

Community Development Director Gladhill replied that each address in the city was mailed a postcard that identified an open house that occurred on June 4th. He stated that the information is available online and a similar notice would occur once additional design details are known.

Motion by Commissioner VanScoy, seconded by Commissioner Gengler, to close the public hearing.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners VanScoy, Gengler, Anderson, Johnson, Peters, and Woestehoff. Voting No: None. Absent: None.

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Chairperson Bauer closed the public hearing closed at 7:26 p.m.

Commission Business

Motion by Commissioner Gengler, seconded by Commissioner Johnson, to recommend that City Council adopt Resolution #19-181 granting an Interim Use Permit to operate a Religious Institution on the Subject Property.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners Gengler, Johnson, Anderson, Peters, VanScoy, and Woestehoff. Voting No: None. Absent: None.

SECTIONS DELETED

8. ADJOURNMENT

Motion by Commissioner VanScoy, seconded by Commissioner Anderson, to adjourn the meeting.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners VanScoy, Anderson, Gengler, Johnson, Peters, and Woestehoff. Voting No: None. Absent: None.

The regular meeting of the Planning Commission adjourned at 8:00 p.m.

Respectfully submitted,

_____

Tim Gladhill
Community Development Director

ATTEST:

_____

JoAnn Shaw
Community Development Assistant

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

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

RESOLUTION #19-181

RESOLUTION APPROVING THE ISSUANCE OF AN INTERIM USE PERMIT TO ALLOW FOR THE OPERATION OF A RELIGIOUS INSTITUTION IN THE H-1 HIGHWAY 10 BUSINESS DISTRICT BASED ON FINDINGS OF FACT AND DECLARING THE TERMS OF SAME.

RECITALS

1. Freedom Christian Church, hereinafter referred to as "Permittee", has properly applied to the City of Ramsey (the "City") for an interim use permit (the "Permit") to operate a Religious Institution, including church and parish offices, in the H-1 Highway 10 Business District on the property generally referred to as 6937 Highway 10 and legally described as follows:

   That part of Lot 4 Auditors Subdivision No. 31 lying southeasterly of the following described line, beginning at a point on the southerly line of said Lot 520 feet northwesterly of Southeast Corner thereof, thence deflecting to right 88 degrees 338 feet plus or minus to northerly line of said lot and said line there terminate, except road subject to easement of record, Anoka County, Minnesota.

   (the "Subject Property")

2. The Planning Commission met on August 1, 2019, conducted a public hearing and recommended that the City Council approve the request to operate a Church in the H-1 Highway 10 Business District.

FINDINGS OF FACT

1. That on July 11, 2019, the Permittee properly applied for an Interim Use Permit renewal.

2. That the Permittee appeared before the Planning Commission for a public hearing pursuant to Section 117-52 of the Ramsey City Code on August 1, 2019, and that the public hearing was properly advertised and that the minutes of said public hearing are hereby incorporated by reference.

3. That the Subject Property is zoned H-1 Highway 10 Business District; the adjacent parcels to the west and east are zoned H-1 Highway 10 Business District, the property to the north is zoned E-2 Employment (separate by the Burlington Norther Santa Fe Railroad) and the property to the south (south side of Highway 10) is MU-PUD Mixed Use Planned Unit Development.

4. That the H-1 Highway Business District does not allow for religious institutions as a permitted or conditional use.

5. That the Permittee received an Interim Use Permit for this same use on July 1, 2012 and that has expired on June 30, 2017.

6. That there has been one complaint or concern brought to the City's attention regarding an RV behind the building, but has since been resolved. There have been no other complaints or concerns brought to the City's attention.

7. That the Permittee is proposing to utilize 5,500 square feet of the building located at 6937 Highway 10 for the purpose of a Church facility.

8. That the Permittee is not proposing any building modifications associated with the use.

9. That the Permittee is requesting that the Interim Use Permit be granted for ten (10) years.

10. That Section 117-52 of the Ramsey City Code allows for an Interim Use Permit to be granted for a maximum of five (5) years, unless otherwise extended by Council.

11. That, in 2012, the request had been forwarded to MnDOT for review and they had stated they had no concerns with the proposed use.

12. That the proposed use will not adversely impact traffic in the area.

13. That the proposed use will not be dangerous or detrimental to persons residing or working in the vicinity of the use or to the public welfare.

14. That the proposed use will not substantially or adversely impair the use, enjoyment or market value of surrounding properties.

15. That the proposed use will be operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and such use will not change the essential character of the area.

16. That the proposed use will not create additional requirements at public cost for public facilities and services.

17. That the proposed use will not be detrimental to the economic welfare of the community.

18. That the proposed use will not be disturbing or hazardous to existing or future neighboring uses.

19. That the proposed use will not involve uses, activities, processes, materials and equipment and conditions of operation that may be detrimental to any persons, property or the general welfare, by reason of excessive production of traffic, noise, smoke, or glare.

20. That the proposed use will be in accordance with the objectives of the intent of Section 117-52 Interim Use Permits of the City Code.

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

This **Permit** is issued pursuant to Section 117-52 of the Ramsey City Code. The conditions of this **Permit** are as follows:

1. The **Permittee** is herein allowed to operate a Religious Institution, including places of assembly and offices, on the **Subject Property**.

2. The **Permittee** shall secure written permission from the **Subject Property** owner for the parking of up to fifty (50) vehicles on the **Subject Property**. Such written permission shall be provided to the **City**.

3. Parking along Highway 10 shall be prohibited at all times and any violation of such would cause the **Permit** to be revisited.

4. This **Permit** shall be for a term of ten (10) years, commencing on August 1, 2019 and expiring on July 30, 2029.

5. This **Permit** shall allow the **Permittee** to lease an adjacent suite for expansion, as long as all other terms of the **Permit** are maintained.

6. This **Permit** is applicable only to the operation of a Religious Institution, including places of assembly and offices, on the **Subject Property**. The granting of this **Permit** does not allow for any other use that is prohibited in the H-1 Highway 10 Business District.

7. This **Permit** shall become null and void in the event the use granted under this **Permit** permanently ceases prior to the expiration date or upon the expiration date, whichever occurs first.

8. That all costs incurred by the **City** in administering and enforcing this **Permit** shall be the responsibility of the **Permittee**.

9. That the City Administrator or his or her designee shall have the right to inspect the **Subject Property** for compliance and safety purposes at any time.

10. That the failure of the **City** at any time to require performance by the **Permittee** of any provisions herein shall in no way affect the right of the **City** thereafter to enforce the same. Nor shall waiver by the **City** of any breach of any of the provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

11. That if any provision of this **Permit** shall be declared void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

12. That this **Permit** shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the **City** and the **Permittee**.

13. That if the **Permittee** or its successors or assigns violates any material term or condition of this **Permit**, it is grounds for suspension or revocation hereof consistent with applicable law. Specifically, but without limiting the foregoing, the **City** may amend, suspend, or revoke this **Permit**, consistent with applicable law, if the City Council reasonably determines that continued operation of the facility places the public health, safety or welfare or the environment in jeopardy or creates a public nuisance due to odors, litter, debris or other nuisance factors. The change, alteration or amendment of any statute, regulation, ordinance or permit condition by any governmental authority other than the **City**, shall not excuse the **Permittee** from compliance with statutes, regulations, ordinances or permit conditions in effect on the date of the original issuance of this **Permit** unless compliance is waved or excused by the **City**.

DRAFT

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 _____ day of 2019.

FREEDOM CHRISTIAN CHURCH

By:_____

As:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2019, before me, a Notary Public, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

_____
Notary Public

DRAFT

CITY OF RAMSEY:

By: _____ By: _____
Mayor City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, _____, before me, a Notary Public, personally appeared John LeTourneau and JoAnn M. Thieling, to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Clerk of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said Municipal Corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council and said John LeTourneau and JoAnn M. Thieling acknowledge said instrument to be the free act and deed of said Municipal Corporation.

_____
Notary Public

DRAFT

The document drafted by:
The City of Ramsey
7550 Sunwood Dr NW
Ramsey, Minnesota 55303

This document reviewed by:
Ratwik, Roszak & Maloney, P.A.
730 Second Avenue South #300
Minneapolis, MN 55402

CC Regular Session **4. 7.**

Meeting Date: 08/12/2019

By: Chloe McGuire Brigl, Community Development

Information

Title

Adopt Resolution #19-182 Granting an Interim Use Permit to Operate a Religious Institution at 7101 143rd Ave NW; Case of St. Katharine Drexel

Purpose/Background:

The City has received an application from the Church of St. Katharine Drexel (the "Applicant") to operate a Place of Assembly and Parish Offices at 7101 143rd Avenue NW (the "Subject Property"). The Subject Property is zoned E-2 Employment District, which does not allow for religious institutions or places of assembly as a permitted use but does allow for office uses. Therefore, the Applicant is seeking to be granted an Interim Use Permit to operate a place of assembly and parish offices on the Subject Property.

Notification:

Notifications of this proposal were sent via Standard US Mail to Property Owners within 350 feet of the Subject Property, as reflected by Anoka County Property Records. A notice was also published in the Anoka Union Herald, the City's official newspaper, for the August 1, 2019 Planning Commission. The City did not receive any written comments, two members were present for the Planning Commission meeting. There were no further comments received.

Observations/Alternatives:

General

The Applicant is seeking to renew their Interim Use Permit to operate a Place of Assembly and Parish Offices, which has been approved in the past. The City has not received any complaints about the operation onsite.

Zoning

The Subject Property is zoned E-2 Employment District, as are the properties adjacent to the Subject Property. A religious institution, or place of assembly, requires an Interim Use Permit (IUP) in this district as it is not a permitted or conditional use.

Streets and Access

The Subject Property gains access off 143rd Ave NW. The Applicant utilizes a shared parking lot that is also utilized by other groups that rent space in the same multi-tenant building. The proposed use has been found to not adversely impact traffic in the area or the community at large. The City has not received any complaints about the parking onsite.

Funding Source:

The Applicant is responsible for all costs associated with this request.

Recommendation:

The Planning Commission recommended approving the request for an Interim Use Permit to Operate a Religious Institution on the Subject Property.

Action:

Motion to adopt Resolution #19-182 granting an Interim Use Permit to operate a Religious Institution at 7101 143rd Ave NW.

Attachments

Site Plan
Site Location Map
DRAFT August 1, 2019 Planning Commission Minutes
Resolution 19-182

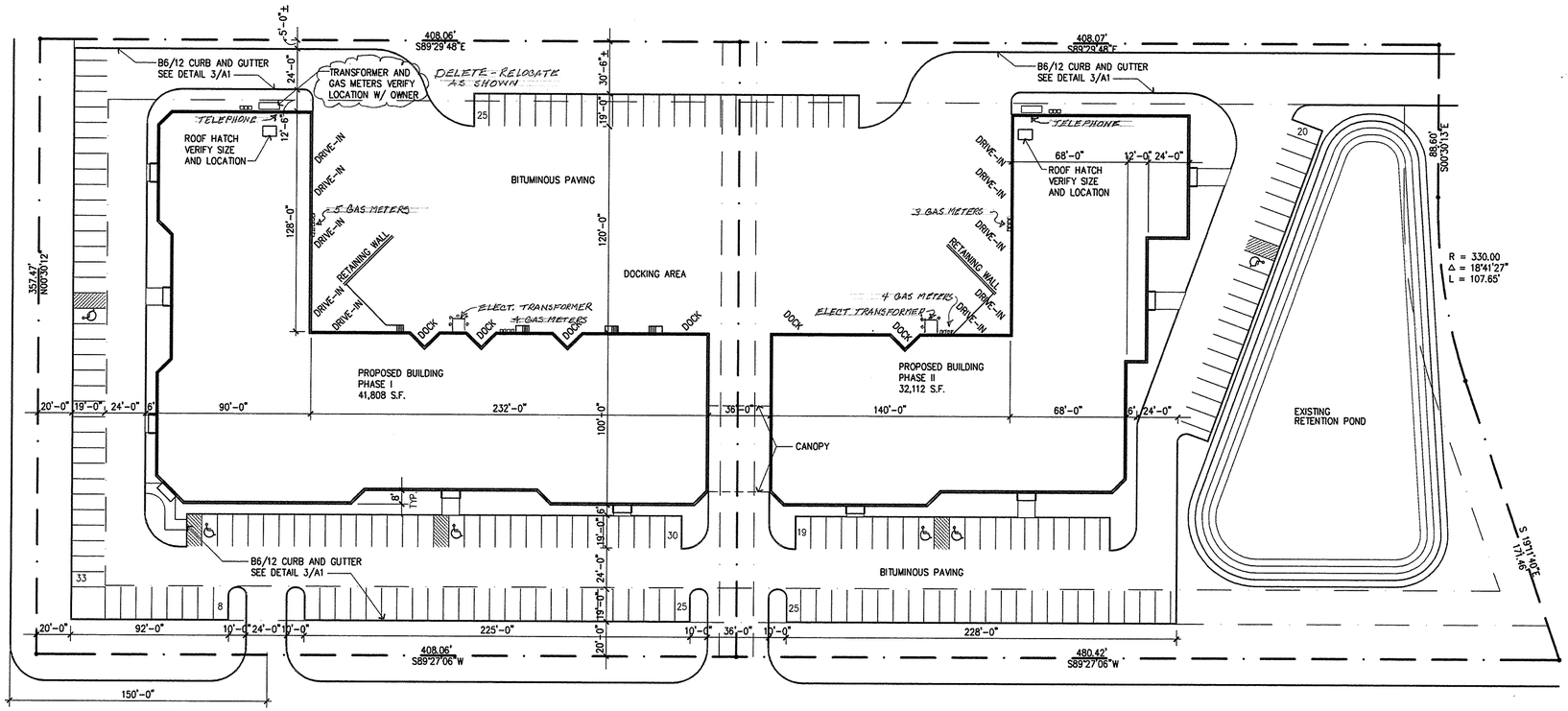
Form Review

Inbox	Reviewed By	Date
Chris Anderson	Chris Anderson	08/08/2019 12:23 PM
Kurt Ulrich	Kurt Ulrich	08/08/2019 02:31 PM
Form Started By: Chloe McGuire Brigl		Started On: 08/05/2019 03:51 PM
Final Approval Date: 08/08/2019		

PROPOSED BUILDING FOR
SHARP AND ASSOCIATES

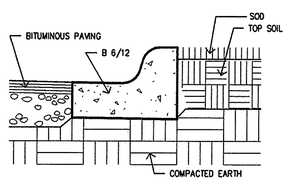
OWNER
SHARP AND ASSOCIATES
10907 93rd Ave. North
Maple Grove, MN 55369
Phone: 612-425-2002

ARCHITECT
LAMPERT ARCHITECTS
548 138 Avenue NE
Ham Lake, MN 55304
Phone: 612-755-1211

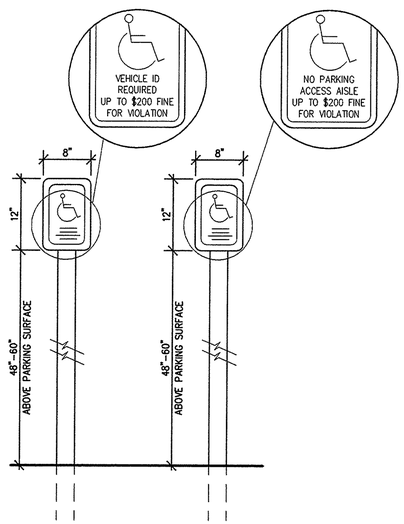


1/A1 SITE PLAN
1" = 40'

NORTH



3/A1 B6-12 CURB AND GUTTER
1" = 1'-0"



4/A1 ACCESSIBLE PARKING SIGN
1" = 1'-0"

COMMERCIAL PLAN REVIEW FOR CODE COMPLIANCE

A. GENERAL INFORMATION

PROJECT NAME: SHARP AND ASSOCIATES

PROJECT LOCATION: RAMSEY, MINNESOTA

LOT SIZE: 6.89 ACRES 299,528 S.F.

ZONING AND LAND USE: LIMITED INDUSTRIAL

BUILDING COVERAGE: 73,920 S.F./299,528 S.F. = 25%

GREEN SPACE COVERAGE:

B. APPLICABLE CODES:

1.	Uniform Building Code	1994 Edition (UBC 1994)
2.	Ramsey Zoning Ordinance	Current Edition
3.	Minnesota State Building Code	1995 Edition
4.	Minnesota Disabilities Code	1995 Edition
5.	Minnesota Plumbing Code	1993 Edition
6.	Minnesota Electrical code	1994 Edition
7.	Minnesota Energy Conservation Code	1991 Edition
8.	Uniform Fire Code	1994 Edition
9.	Minnesota Fire Code	1994 Edition
10.	Minnesota H.V.A.C. & R. Code	1991 Edition
11.	Uniform Mechanical Code	

C. OCCUPANCY GROUP

(UBC 304) GROUP B OFFICE
(UBC 311) GROUP S-2 WAREHOUSE

D. TYPE OF CONSTRUCTION

Type II Unprotected - All Materials to be Non-Combustable - (UBC 603)
Fully sprinklered in compliance with UBC standard 9-1 and 9-2

E. BUILDING AREA, HEIGHT

Phase I Square Feet: 41,888 s.f., 1 Story
Phase II Square Feet: 32,112 s.f., 1 Story
Total Square Feet: 73,920 s.f., 2 Story

F. ALLOWABLE HEIGHT AND BUILDING AREA

1. Allowable Height (UBC 506, Table 5-B) 55'-0" 2 Stories
2. Proposed Height - 22'-0" - 1 Story
3. Allowable Area - Type II Unprotected
   Office B II-N 12,000 S.F. x Separation (UBC 505) 3 Sides 65% = 19,800 S.F.
   19,800 S.F. x 1 Story Approved Sprinkler (UBC 505.3) 300% = 59,400 S.F.
   Warehouse S-2 II-N 18,000 S.F. x Separation (UBC 505) 3 Sides 65% = 29,700 S.F.
   29,700 S.F. x 1 Story Approved Sprinkler (UBC 505.3) 300% = 89,100 S.F.
   Actual/Allowable B 14,784/59,400 + S-2 59,136/89,100 = 25% + 66% = 91%
   91% Is Less Than 100%

G. RATINGS AND LOCATION OF OCCUPANCY SEPARATION (UBC 302)

1 Hour Required Between B and S-2

H. FIRE RESISTIVE RATINGS (UBC TABLE 6A)

1.	Exterior Bearing Walls	Non-Combustible
2.	Interior Bearing Walls	Non-Combustible
3.	Exterior Non-Bearing Walls	Non-Combustible
4.	Structural Frame	Non-Combustible
5.	Permanent Partitions	Non-Combustible
6.	Shaft Enclosure	1 HR.
7.	Floors And Floor Ceilings	Non-Combustible
8.	Roofs and Roof Ceilings	Non-Combustible
9.	Exterior Doors And Windows	Not Permitted Less Than 5 Feet, Protected Less Than 10 Feet.

I. OCCUPANCY LOAD (UBC TABLE 10-A)

Occupancy Load To Be Calculated On A Per/Tenant Basis.

J. EXITING

1. Number Of Exits (UBC 1003.1)
   <501 Occupants = 2 Required, 2 Provided
2. Distance To Exits (UBC 1003.4.1)
   Less Than 200'-0"
3. Corridor Width (UBC 1005.2)
   36" At Occupancy Load Less Than 49
4. Arrangement Of Exits (UBC 1003.3)
   Not Less Than 1/2 Diagonal Overall Building Dimensions
5. Exit Width (UBC 1003.2)
   Min. Width 32" Per Door
6. Door Width (UBC 1004.2)
   All Exit Doors Are Min. 3'-0" In Width
7. Door Swing (UBC 1004.2)
   Doors Swing Out Where Required
8. Type Of Lock Or Latch (UBC 1004.3)
   Openable From Inside Without Use Of A Key.

K. OTHER

1. Building Is Accessible
2. Roof Access (UBC 1006.14)
   60' Ships Ladder
3. Roof Hatch (UBC 1006.12)
   Not Less Than 16 S.F. With Min. Dimension Of 2'-0"
4. Draft Stops (UBC 708.3)
   Not Required
5. Recycling Space

L. PLUMBING FIXTURES - INCLUDING ACCESSIBLE

Based On Occupants	M	W
1. Water Closets	-	-
2. Urinals	-	-
3. Lavatories	-	-
4. Fountains	-	
5. Service Sink	-	

M. PARKING

1. Total Parking Provided = 186 STALLS
2. Stall Size = 9'x20'
3. Striping 4" White Stripes

N. PAVEMENT DESIGN:

1. ALL DRIVE AISLES AND TRUCK MANEUVERING AREAS
   1-1/2" BITUMINOUS WEAR COURSE MN. D.O.T. 2331 TYPE 41
   1-1/2" BITUMINOUS BINDER COURSE MN. D.O.T. 2331 TYPE 31
   6" COMPACTED CLASS 5 BASE MN. D.O.T. 3138
2. ALL PARKING AREAS
   1" BITUMINOUS WEAR COURSE MN. D.O.T. 2331 TYPE 41
   1" BITUMINOUS BINDER COURSE MN. D.O.T. 2331 TYPE 31
   4" COMPACTED CLASS 5 BASE MN. D.O.T. 3138

O. SPECIAL INSPECTIONS AND TESTING SCHEDULES - None Required

SPECIAL INSPECTION SCHEDULE
Specification

Section	Article	Description	Type of Firm	Report Frequency	Assigned Firm

Testing Schedule

ACKNOWLEDGEMENTS

Owner: _____ Firm: SHARP AND ASSOCIATES Date: _____
Contractor: _____ Firm: _____ Date: _____
Architect: _____ Firm: LAMPERT ARCH. Date: _____
SER: _____ Firm: STROH ENGIN. Date: _____
* SI: _____ Firm: _____ Date: _____
* SI: _____ Firm: _____ Date: _____
TA: _____ Firm: _____ Date: _____
TA: _____ Firm: _____ Date: _____
F: _____ Firm: _____ Date: _____
F: _____ Firm: _____ Date: _____

LAMPERT ARCHITECTS
548 138 Avenue NE
Anoka, MN 55304
Phone:612.755.1211 Fax:612.757.2849

ARCHITECT CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE

CERTIFICATION NO. 13669

DATE 10/27/96

Proposed Building For
SHARP AND ASSOCIATES
Ramsey, Minnesota

Drawn By: PMW
Checked By: LL

Revisions

10.14.97	PRELIMINARY DWGS
10.27.97	ISSUE

SITE PLAN

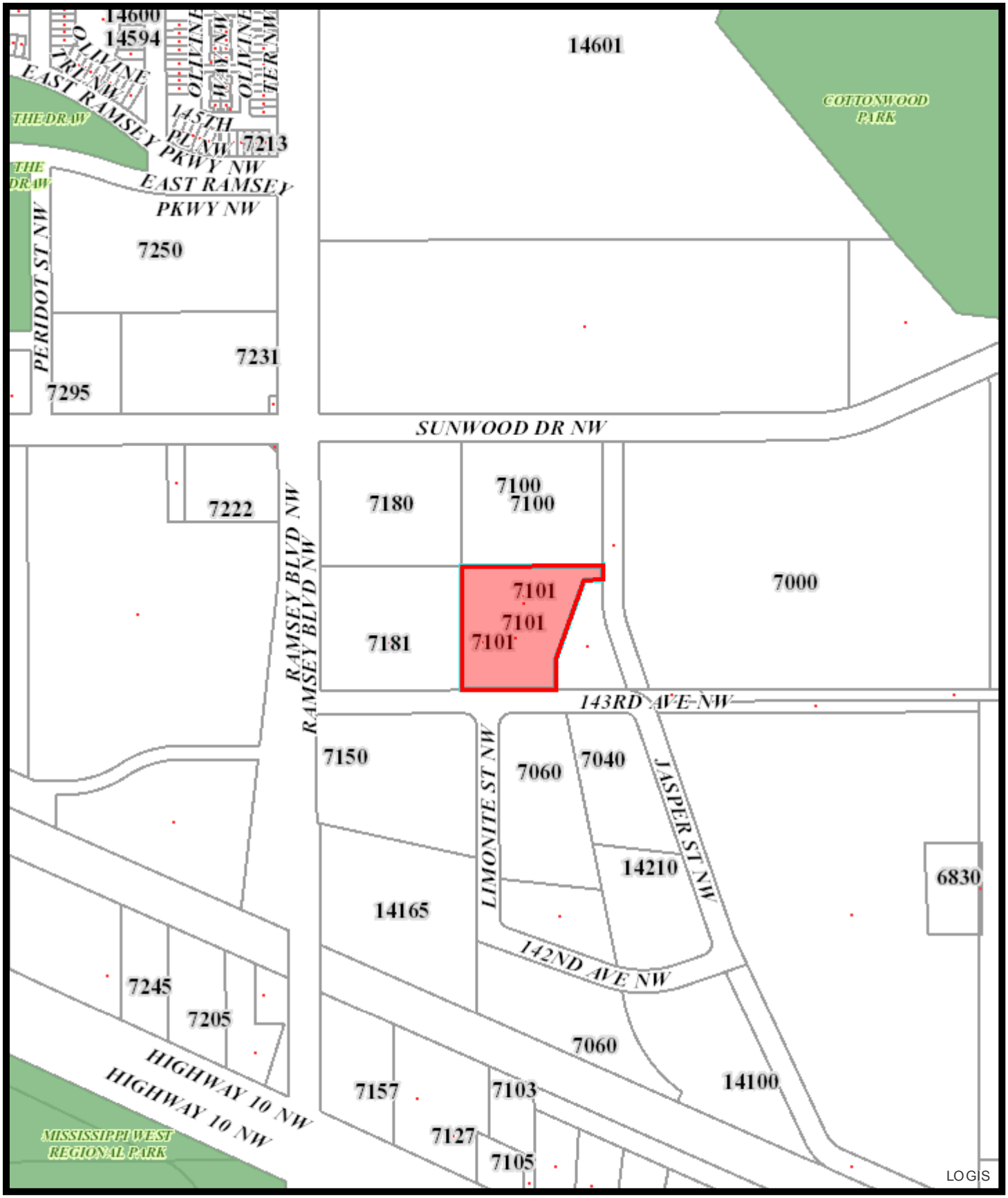
Sheet Number

A1

Filename: SHARP/A1.DWG

27-32-25-32-0014
7101 143RD AVE NW

Site Location Map



Print Date: July 1, 2019

PLANNING COMMISSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey Planning Commission conducted a regular meeting on Thursday, August 1, 2019, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Randy Bauer Commissioner Bruce Anderson Commissioner Cheri Gengler Commissioner Torrey Johnson Commissioner Eric Peters Commissioner Gary VanScoy Commissioner Matt Woestehoff
Members Absent:	None
Also Present:	Community Development Director Timothy Gladhill City Planner Chloe McGuire Brigl Planning Intern Elliot Mohler

Sections Deleted

5.04: Public Hearing: Consider Resolution #19-182 Granting an Interim Use Permit to Operate a Place of Assembly and Parish Offices at 7101 143rd Avenue NW; Case of Church of St. Katharine Drexel

Chairperson Bauer noted that he is the Deacon and Administrator for St. Katherine Drexel and his signature is on the application. He noted that Vice Chairperson VanScoy is on the building and finance committees for the church. He stated that in order to avoid any conflicts of interest he and Commissioner VanScoy would be stepping down from consideration of this item. He stated that Commissioner Anderson would be Chair for this agenda item.

Public Hearing

Acting Chairperson Anderson called the public hearing to order at 7:27 p.m.

Presentation

City Planner McGuire Brigl presented the staff report and recommendation to approve the request for an Interim Use Permit to operate a place of assembly and parish offices on the subject property.

Citizen Input

Randy Bauer, representing the applicant, stated that the church is hoping to build in the near future, noting that the church is working with a contractor and hopes to break ground next spring. He noted that this would simply be an Interim Use Permit to hold over until the new location is constructed.

Motion by Commissioner Johnson, seconded by Commissioner Peters, to close the public hearing.

Motion Carried. Voting Yes: Acting Chairperson Anderson, Commissioners Johnson, Peters, Gengler, and Woestehoff. Voting No: None. Absent: None.

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Acting Chairperson Anderson closed the public hearing closed at 7:31 p.m.

Commission Business

Motion by Commissioner Peters, seconded by Commissioner Woestehoff, to recommend that City Council adopt Resolution #19-182 granting an Interim Use Permit to operate a place of assembly and parish offices on the Subject Property.

Motion Carried. Voting Yes: Acting Chairperson Anderson, Commissioners Peters, Woestehoff, Gengler, and Johnson. Voting No: None. Absent: None.

Chairperson Bauer and Commissioner VanScoy rejoined the Commission.

Sections Deleted

8. ADJOURNMENT

Motion by Commissioner VanScoy, seconded by Commissioner Anderson, to adjourn the meeting.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners VanScoy, Anderson, Gengler, Johnson, Peters, and Woestehoff. Voting No: None. Absent: None.

The regular meeting of the Planning Commission adjourned at 8:00 p.m.

Respectfully submitted,

_____

Tim Gladhill
Community Development Director

ATTEST:

_____

JoAnn Shaw
Community Development Assistant

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

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

RESOLUTION #19-182

RESOLUTION APPROVING THE ISSUANCE OF AN INTERIM USE PERMIT TO ALLOW FOR THE OPERATION OF A RELIGIOUS INSTITUTION IN THE E-2 EMPLOYMENT DISTRICT BASED ON FINDINGS OF FACT, AND DECLARING THE TERMS OF SAME.

RECITALS

1. The Church of St. Katharine Drexel, hereinafter referred to as the "Permittee," has properly applied to the City of Ramsey (the "City") for an Interim Use Permit to operate a Religious Institution in the E-2 Employment District on the property generally referred to as 7101 143rd Avenue NW and legally described as follows:

   Lot 3, Block 1, AEC Energy Park 3rd Addition, Subject to Easement of Record, Anoka County, Minnesota.

   (the "Subject Property")

2. The Planning Commission met on August 1, 2019, conducted a public hearing and recommended that the City Council approve the request to operate a Religious Institution in the E-2 Employment District.

FINDINGS OF FACT

1. That on July 1, 2019, the Permittee properly applied for an Interim Use Permit.

2. That the Permittee appeared before the Planning Commission for a public hearing pursuant to Section 117-52 of the Ramsey City Code on August 1, 2019, and that the public hearing was properly advertised and that the minutes of said public hearing are hereby incorporated by reference.

3. That on January 26, 2010, the Permittee was granted approval for an Interim Use Permit on the property located at 7101 143rd Ave NW as a Place of Assembly and Parish Offices.

4. That the Permittee currently utilizes the Subject Property as a Place of Assembly and Parish Offices.

5. That the Permittee is requesting to continue to utilize 4,319 square feet of the Subject property as office space and 4,400 square feet as a place of assembly to host worship services.

6. That the Subject Property is zoned E-2 Employment District, and all adjacent properties are zoned E-2 Employment District.

7. That the E-2 Employment District does not allow for religious institutions, or places of assembly, as a permitted use but does allow for office uses.

8. That land was donated to the Permittee for the future permanent location for the purpose of operating a Place of Assembly and Parish Offices.

9. That Section 117-52 of the Ramsey City Code allows for an Interim Use Permit to be granted for a maximum of five (5) years, unless otherwise extended by Council.

10. That the City finds the Subject Property to have adequate parking space for the proposed use of the Subject Property.

11. That the proposed use will not adversely impact traffic in the area.

12. That the proposed use will not be dangerous or detrimental to persons residing or working in the vicinity of the use or to the public welfare.

13. That the proposed use will not substantially or adversely impair the use, enjoyment or market value of surrounding properties.

14. That the proposed use will be operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and such use will not change the essential character of the area.

15. That the proposed use will not create additional requirements at public cost for public facilities and services.

16. That the proposed use will not be detrimental to the economic welfare of the community.

17. That the proposed use will not be disturbing or hazardous to existing or future neighboring uses.

18. That the proposed use will not involve uses, activities, processes, materials and equipment and conditions of operation that may be detrimental to any persons, property or the general welfare, by reason of excessive production of traffic, noise, smoke or glare.

19. That the proposed use will be in accordance with the objectives of the intent of Section 117-52 of the Ramsey City Code entitled Interim Use Permits.

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

This permit is issued pursuant to Section 117-52 of the Ramsey City Code. The conditions of this permit are as follows:

DRAFT

1. The **Permittee** is herein allowed to operate a Religious Institution, including offices and places of assembly, on the **Subject Property**.

2. The **Permittee** shall secure written permission from the building owner for the parking of up to eighty-two (82) vehicles on the **Subject Property**. Such written permission shall be provided to the **City**. The **City** reserves the right to require additional parking spaces to be lined/striped in the rear/loading area of the existing structure for use by the **Permittee**.

3. This **Permit** shall commence on the date of City Council approval of same and shall expire upon the **Permittee's** receipt of a Certificate of Occupancy (CO) for a new religious institution at their permanent location.

4. This **Permit** is applicable only to the operation of a religious institution, including offices and places of assembly, on the **Subject Property**. The granting of this **Permit** does not allow for any other use that is prohibited in the E-2 Employment District.

5. This **Permit** shall become null and void in the event the use granted under this permit permanently ceases prior to the expiration date or upon the expiration date, whichever occurs first, subject to applicable law.

6. That all costs incurred by the **City** in administering and enforcing this **Permit** shall be the responsibility of the **Permittee**.

7. That the City Administrator or his or her designee shall have the right to inspect the **Subject Property** for compliance and safety purposes at any time.

8. That the failure of the **City** at any time to require performance by the **Permittee** of any provisions herein shall in no way affect the right of the **City** thereafter to enforce the same. Nor shall waiver by the **City** of any breach of any of the provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

9. That if any provision of this **Permit** shall be declared void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

10. That this **Permit** shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the **City** and the **Permittee**.

11. That if the **Permittee** or its successors or assigns violates any material term or condition of this **Permit**, it is grounds for suspension or revocation hereof consistent with applicable law. Specifically, but without limiting the foregoing, the **City** may amend, suspend, or revoke this **Permit**, consistent with applicable law, if the City Council reasonably determines that continued operation of the facility places the public health, safety, or welfare or the environment in jeopardy or creates a public nuisance due to odors, litter, debris, or other nuisance factors. The change, alteration or amendment of

DRAFT

any statute, regulation, ordinance, or permit condition by any governmental authority other than the City, shall not excuse the **Permittee** from compliance with statutes, regulations, ordinances or **Permit** conditions in effect on the date of the original issuance of this **Permit** unless compliance is waived or excused by the **City**.

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 _____ day of 2019.

Church of St. Katharine Drexel

By:_____

Its:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2019, before me, a Notary Public, personally appeared _____, _____ of Church of St. Katharine Drexel, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

_____
Notary Public

SHARP & ASSOCIATES, LLC

By:_____

DRAFT

Its:_____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing was acknowledged before me this ____ day of _____, 2019, before me, a Notary Public, personally appeared _____, _____ of Sharp and Associates, LLC, a limited liability corporation under the laws of Minnesota, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

_____
Notary Public

CITY OF RAMSEY:

By:_____ By:_____
Mayor City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this ____ day of _____, 2019, before me, a Notary Public, personally appeared John LeTourneau and JoAnn M. Thieling, to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Clerk of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said Municipal Corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council and said John Letourneau and JoAnn M. Thieling acknowledge said instrument to be the free act and deed of said Municipal Corporation.

_____
Notary Public

The document drafted by:
The City of Ramsey
7550 Sunwood Dr NW
Ramsey, Minnesota 55303

This document reviewed by:
Ratwik, Roszak & Maloney, P.A.
730 2nd Ave S #300
Minneapolis, MN 55402

DRAFT

CC Regular Session **4. 8.**

Meeting Date: 08/12/2019

By: Chris Anderson, Community Development

Information

Title

Adopt Resolution #19-183 to Grant a Conditional Use Permit for an Oversized Second Ground Sign at 8390 Highway 10 NW (Project No. 19-128); Case of Lazydays RV

Purpose/Background:

The City has received an application from Lazydays RV (the "Applicant") to maintain an oversized, second ground sign on the property located at 8390 Highway 10 NW (the "Subject Property"). City Code Section 117-459 (Variations) states that any deviations from the sign standards shall be processed as a Conditional Use Permit.

Notification:

Notifications of this proposal were sent via Standard US Mail to Property Owners within 350 feet of the Subject Property, as reflected by Anoka County Property Records. A notice was also published in the Anoka Union Herald, the City's official newspaper, for the August 1, 2019 Planning Commission meeting. No additional notices were sent out for this meeting.

Observations/Alternatives:

The Subject Property is zoned B-2 Highway Business and has three (3) frontages (Highway 10, Llama Street, and Riverdale Drive). Parcels within this zoning district are eligible for one (1) ground not exceeding 100 square feet in area or twenty-five (25) feet in height. Additionally, parcels with multiple frontages are eligible for a secondary ground sign not exceeding fifty (50) square feet or twelve and half (12.5) feet in height (essentially half of what is allowed for a primary ground sign). However, the Subject Property is also located in the Armstrong Boulevard Interchange Overlay District, which does allow for a ground sign up to 150 square feet in area and fifty (50) feet in height.

There is an existing ground sign on the Subject Property that is twenty-two (22) feet in height about forty-nine (49) square feet in area. This sign complies with all existing sign standards. But, the Applicant has applied for a Sign Permit to construct a new ground sign that would be fifty (50) feet tall and 150 square feet in size, which is allowable within the Overlay District, and this would become the primary ground sign on the Subject Property.

The Applicant has expressed a desire to retain the existing ground sign for promoting their largest vendor's products (available for purchase on site). Again, the Subject Property is eligible for a second ground sign based on the number of road frontages. The square footage of the existing sign is compliant as well (fifty [50] square feet or less). However, the height is approximately twenty-two (22) feet, which exceeds the allowable height of twelve and a half (12.5) feet for a second ground sign.

The Planning Commission conducted a Public Hearing on this matter at their August 1, 2019 meeting. There were no written or verbal comments received.

Alternatives

Alternative 1: Motion to adopt Resolution #19-183 granting a Conditional Use Permit to the Applicant to maintain an oversized, second ground sign on the Subject Property. The sign presently is in full compliance with sign standards. Once the proposed new sign is installed, the existing ground sign would be classified as a second ground sign. Its square footage would still be compliant but the height would exceed the allowable twelve and a half (12.5)

feet. Staff supports this alternative.

Alternative 2: Motion to deny the request for a Conditional Use Permit. If the Conditional Use Permit is not granted, then the existing ground sign would need to be removed and/or modified so that the height is reduced accordingly before the Sign Permit for the new ground sign can be issued. Staff does not support this alternative.

Funding Source:

The Applicant is responsible for all costs associated with this request.

Recommendation:

The Planning Commission recommends approving the request for a Conditional Use Permit to maintain an oversized, second ground sign on the Subject Property.

Action:

Motion to adopt Resolution #19-183 granting a Conditional Use Permit to maintain an oversized, second ground sign on the Subject Property.

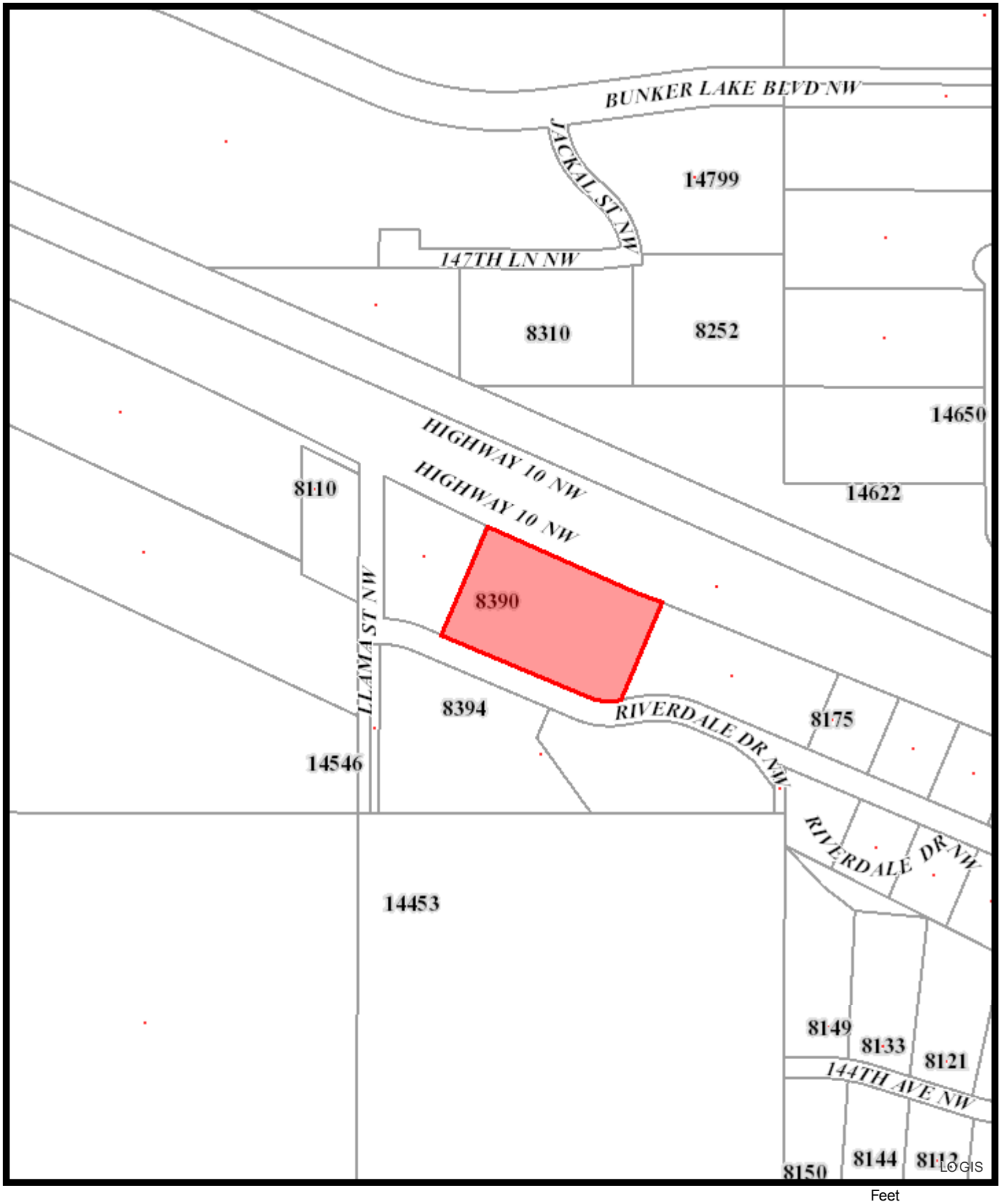
Attachments

Site Location Map
Existing Ground Sign
Proposed New Ground Sign
Generalized Sign Locations
DRAFT Planning Commission Meeting Minutes Dated August 1, 2019
Resolution #19-183: Conditional Use Permit

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	08/08/2019 06:48 AM
Kurt Ulrich	Kurt Ulrich	08/08/2019 08:31 AM
Form Started By: Chris Anderson		Started On: 08/05/2019 04:10 PM
Final Approval Date: 08/08/2019		

Site Location Map



Print Date: July 15, 2019

Existing pylon sign



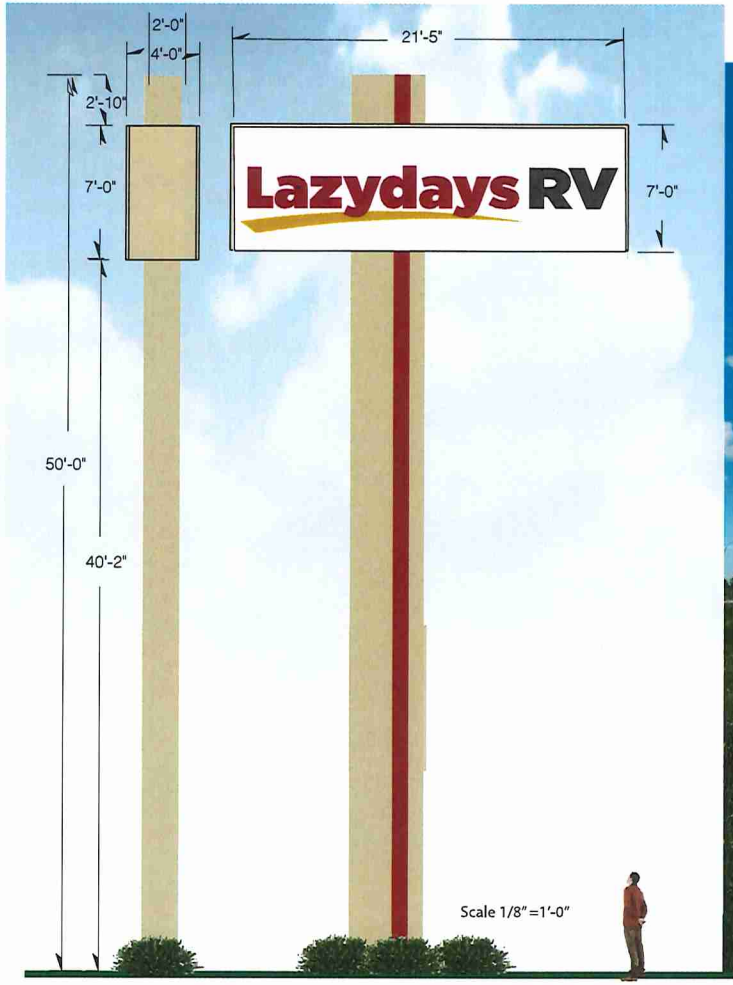
Lazydays RV

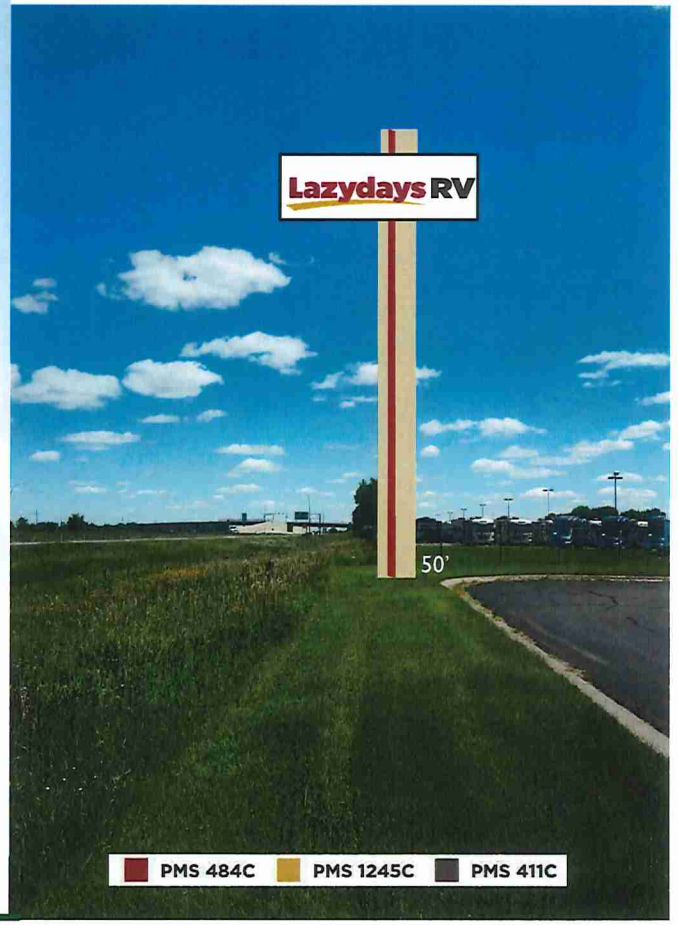
PYLON 48 SQ, FT.

Sandmann SIGNS

* This drawing is the property of Sandmann Signs, Inc
It is submitted to your company for the sole purpose of your consideration of whether to purchase a sign(s) manufactured according to these plans from Sandmann Signs, Inc.
Distribution or exhibition of this plan to anyone other than employees of your company or use of this plan for construction of a similar sign to the one(s) created herein, is forbidden.
In the event that such exhibition occurs, Sandmann Signs, Inc. will expect to be reimbursed for the time and materials used in creating this drawing.

New pylon sign



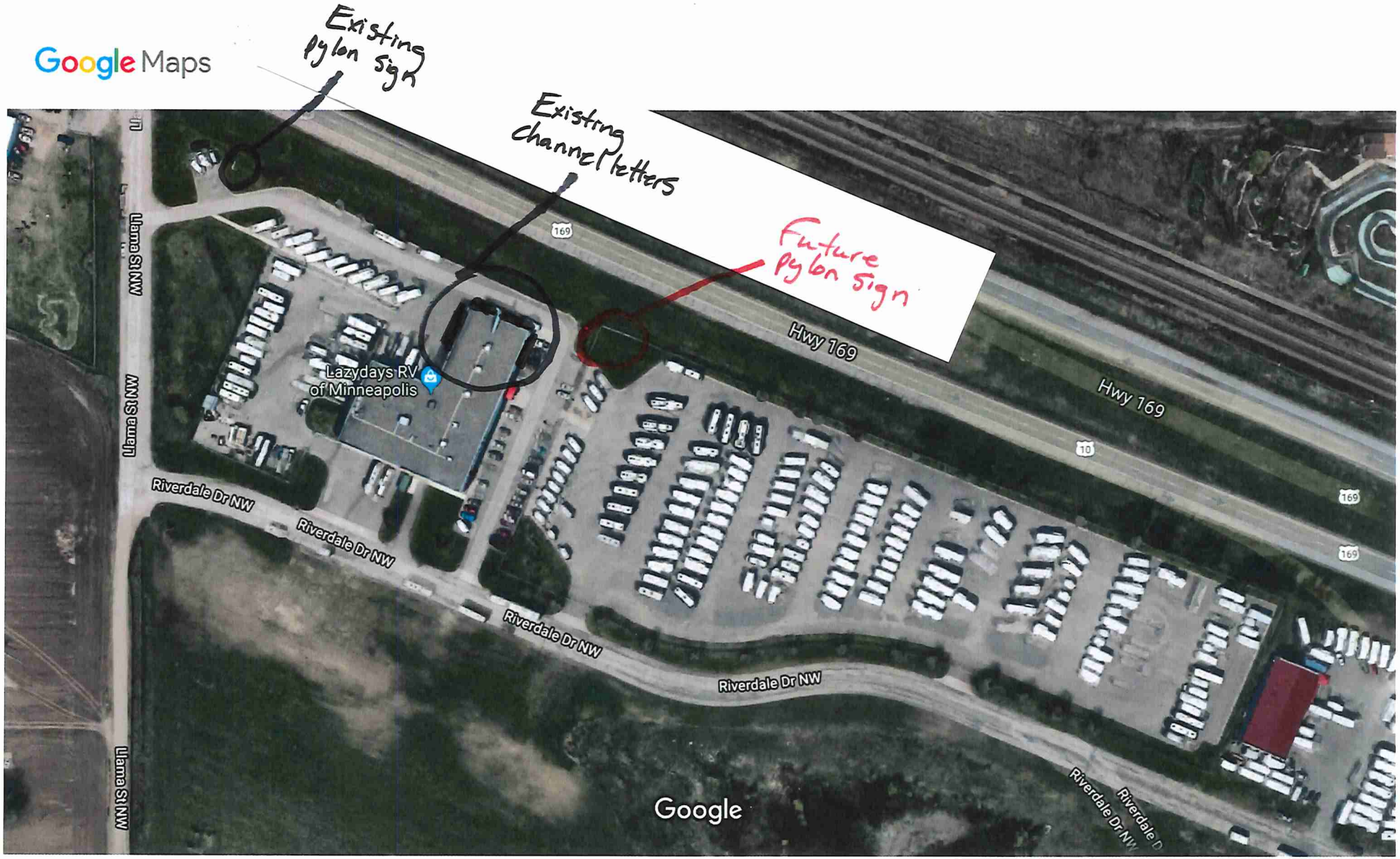


Lazydays RV / Pylon

Exterior Main Dealership Street Signage

Sandmann SIGNS

* This drawing is the property of Sandmann Signs, Inc.
It is submitted to your company for the sole purpose of your consideration of whether to purchase a sign(s) manufactured according to these plans from Sandmann Signs, Inc.
Distribution or exhibition of this plan to anyone other than employees of your company or use of this plan for construction of a similar sign to the one(s) created herein, is forbidden.
In the event that such exhibition occurs, Sandmann Signs, Inc. will expect to be reimbursed for the time and materials used in creating this drawing.


Google Maps
Existing Pylon Sign
Existing channel letters
Future Pylon Sign
Hwy 169
Hwy 169
Lazydays RV of Minneapolis
Llama St NW
Llama St NW
Riverdale Dr NW
Riverdale Dr NW
Riverdale Dr NW
Riverdale Dr NW
Riverdale Dr NW
Google
Imagery ©2019 Google, Map data ©2019 100 ft

5.02: Public Hearing: Consider Resolution #19-183 to Grant a Conditional Use Permit for an Oversized Second Ground Sign at 8390 Highway 10 NW (Project No. 19-128); Case of Lazydays RV

Public Hearing

Chairperson Bauer called the public hearing to order at 7:11 p.m.

Presentation

City Planner McGuire Brigl presented the staff report and the recommendation to approve the request for a Conditional Use Permit to maintain an oversized second ground sign on the subject property.

Citizen Input

Marlene Sandman of Sandman Signs, representing the applicant, stated that the new service bay addition will never have its own signage and therefore this additional sign would take the place of a sign for that location.

Commissioner Woestehoff asked how far apart the two signs would be.

Ms. Sandman estimated about 100 yards between the two signs.

Motion by Commissioner VanScoy, seconded by Commissioner Anderson, to close the public hearing.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners VanScoy, Anderson, Gengler, Johnson, Peters, and Woestehoff. Voting No: None. Absent: None.

Chairperson Bauer closed the public hearing at 7:15 p.m.

Commission Business

Motion by Commissioner VanScoy, seconded by Commissioner Johnson, to recommend that City Council adopt Resolution #19-183 granting a Conditional Use Permit to maintain an oversized second ground sign on the Subject Property.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners VanScoy, Johnson, Anderson, Gengler, and Peters. Voting No: Commissioner Woestehoff. Absent: None.

DRAFT

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

RESOLUTION #19-183

A RESOLUTION APPROVING THE ISSUANCE OF A CONDITIONAL USE PERMIT TO ALLOW AN OVERSIZED SECOND GROUND SIGN ON THE PROPERTY LOCATED AT 8930 HIGHWAY 10 NW AND DECLARING TERMS OF SAME

RECITALS

1. Lazydays of Minneapolis, LLC (dba Lazydays), hereinafter referred to as the "**Permittee**", has properly applied for a Conditional Use Permit to maintain an oversized second ground sign on the property generally known as 8390 Highway 10 NW and legally described as follows:

   Lots 1, 2 and 3, Block 1 ALPACA ESTATES 4TH ADDITION, except Parcel 22, Anoka County Highway Right of Way Plat No. 90, Anoka County, Minnesota

   (the "**Subject Property**")

2. That Lazydays of Minneapolis, LLC (dba Lazydays), is the owner of the **Subject Property**.

3. The City of Ramsey received an application for a Conditional Use Permit to maintain an oversized second ground sign on the **Subject Property** on July 11, 2019.

4. That the **Subject Property** is located within the B-2 Business District as are the properties to the east, west, and south, while the properties to the north (across Highway 10) are within The COR District.

5. The **Subject Property** is approximately 10.86 acres in size.

6. That the **Subject Property** is located within the Armstrong Boulevard Interchange Overlay District, which allows a ground sign with an area not to exceed 150 square feet and a height up to fifty (50) feet.

7. That the **Subject Property** abuts Riverdale Drive, Llama Street, and Highway 10 NW.

8. That there is currently one (1) existing ground sign on the **Subject Property** that is forty-nine (49) square feet in size and twenty-two (22) feet tall.

9. That City Code Section 177-519(a)(2) allows properties with one or more road frontages to maintain two (2) ground signs; the primary sign, which, due to the Overlay District, can be 150 square feet in size and fifty (50) feet in height and a secondary ground sign that is fifty (50) square feet or less in area and not taller than twelve and a half (12.5) feet.

10. That the **Permittee** is proposing to construct a new, fifty (50) foot tall ground sign with an area of 150 square feet, which would be considered the primary ground sign (the "Primary Ground Sign").

11. That the **Permittee** prefers to retain the existing ground sign to serve as their second ground sign (the "Secondary Ground Sign").

12. That both the proposed **Primary Ground Sign** and the **Secondary Ground Sign** would be located along the northern boundary of the Subject Property, facing Highway 10.

FINDINGS OF FACT

1. That the oversized Secondary Ground Sign will not be unduly dangerous or detrimental to persons residing or working in the vicinity of the use, or to the public welfare.

2. That the oversized Secondary Ground Sign will not substantially adversely impair the use, enjoyment or market value of any of the surrounding properties.

3. That the oversized Secondary Ground Sign will be maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will not change the essential character of the area.

4. That the oversized Secondary Ground Sign will be harmonious with and in accordance with the specific objectives of the comprehensive plan.

5. That the oversized Secondary Ground Sign will not be hazardous to existing or future neighboring uses.

6. That the oversized Secondary Ground Sign will not impact essential public facilities and services, such as highways, streets, police and fire protection, drainage structures, or schools.

7. That the oversized Secondary Ground Sign will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community.

8. That the oversized Secondary Ground Sign will not involve uses, activities and equipment that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.

9. That the oversized Secondary Ground Sign will be consistent with the intent and purposes of this chapter.

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

That the Ramsey City Council hereby grants approval of a Conditional Use Permit (the "**Permit**") for an oversized Secondary Ground Sign on the **Subject Property** contingent upon the following conditions:

CONDITIONS

1. That this **Permit** allows for an oversized Secondary Ground Sign on the **Subject Property**, not to exceed fifty (50) square feet in area or twenty-two (22) feet in height.

2. That the **Permittee** shall obtain all necessary permits, including a Sign Permit, prior to construction of the Primary Ground Sign on the **Subject Property**.

3. That the **Permittee** shall comply with all applicable local, state, and federal regulations.

4. That no part of the oversized Primary Ground Sign, above or below ground, shall encroach within any drainage and utility easement on the **Subject Property**.

5. That no additional ground signs will be permitted on the **Subject Property** unless in full compliance with City Code.

6. That this **Permit** shall be perpetual in duration as long as the terms are herein complied with.

7. That the **Permittee** shall be responsible for all City costs incurred in administering and enforcing this **Permit**.

8. That the City Administrator, or his/her designee, shall have the right to inspect the premises for compliance and safety purposes annually or at any time, upon reasonable request.

9. That this **Permit** shall automatically expire if the use is not initiated by August 12, 2020 and issuance of a Sign Permit for the Primary Ground Sign shall be considered as initiating the use.

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 12th day of August, 2019

CITY OF RAMSEY:

By:_____ By:_____
Mayor City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, ____, before me a Notary Public personally appeared John LeTourneau and Jo Ann M. Thieling, to me personally known, who, being each by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said Municipal corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council, and said John LeTourneau and Jo Ann M. Thieling acknowledge said instrument to be the free act and deed of said Municipal Corporation.

_____
Notary Public

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

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

CC Regular Session **4. 9.**

Meeting Date: 08/12/2019

Submitted For: Tim Gladhill, Community Development

By: Eric Maass, Community Development

Information

Title

Adopt Resolution #19-187 Approving Code Enforcement Action Plan at 5431 164th LN NW

Purpose/Background:

The purpose of this case is to review the code enforcement activities at 5431 164th Ln NW, (the "Subject Property") for an extension of code enforcement actions and time for cleanup.

Staff has been working with various code enforcement actions on this property for outdoor storage and off-street parking violations. City Staff has previously sent two notice of violations, one of which included a $75 administrative citation for unresolved code violations. The property owner has since been proactive in addressing code violations but due to recent family and health emergencies, the additional clean up and compliance has taken longer than first anticipated. In addition, the property owner has provided his consent for city staff to enter his property to conduct inspections through the process and has been a willing partner in working towards compliance.

Additionally, Staff is bringing this forward as although the Owner has performed some cleanup, new violations do arise from time to time. This resolution will accelerate future violations and lay out a clear plan of enforcement in this circumstance.

Notification:

No notification required.

Observations/Alternatives:

Alternatives

Alternative 1: Adopt resolution #19-187 Approving Code Enforcement Action Plan at 5431 164th Ln NW. The property owner has been cooperative with staff and when provided the draft dates of compliance was agreeable to them. Staff is supportive of this alternative.

Alternative 2: Do not adopt resolution #19-187 Approving Code Enforcement Action Plan at 5431 164th Ln NW. City Council should provide specific direction to staff as to how to proceed with this active code enforcement case. Staff is not opposed to this alternative but believes the approach and timeline outlined in the proposed resolution is appropriate.

Funding Source:

Staff handles code enforcement as part of their normal duties.

Recommendation:

Staff recommends approval of Resolution #19-187, which will extend the time for cleanup at 5431 164th Ln NW

Action:

Motion to adopt Resolution #19-187 approving an extension of cleanup and code enforcement actions at 5431 164th Ln NW.

Attachments

Property Location Map
Resolution #19-187

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	08/08/2019 10:44 AM
Kurt Ulrich	Kurt Ulrich	08/08/2019 11:08 AM
Form Started By: Eric Maass		Started On: 07/17/2019 02:23 PM
Final Approval Date: 08/08/2019		

Property Location Map: 5431 164th Ln NW



Print Date: July 30, 2019

0 115 230 460 690 920
Feet

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

RESOLUTION #19-187

A RESOLUTION APPROVING CODE ENFORCEMENT ACTION PLAN FOR 5431 164TH LANE NW IN THE CITY OF RAMSEY, MINNESOTA

WHEREAS, the property owner Cynthia Krebs (the "Property Owner") has an open code enforcement case on the property generally known as 5431 164th Ln. NW and legally described as follows"

Lot 3, Block 3, Barthels Rum River Acres

("Subject Property"); and

WHEREAS, the Subject Property is zoned R-1 Residential (Rural Developing); and

WHEREAS, the Subject Property is approximately 1.37 acres in size; and

WHEREAS, there are documented City Code violations dating back to 2012, with additional code enforcement cases in 2013, 2014, 2015, 2017, 2018, and 2019 with notices of violation regarding fabric sheds, off-street residential parking, number of vehicles on the property, and outdoor storage of debris; and

WHEREAS, the City has most recently opened a case on the subject property for violations related to off-street residential parking, number of vehicles on the property, and outdoor storage of debris); and

WHEREAS, the City sent a formal notice of violation on September 20, 2018 for the hoop building on the Subject Property; and

FINDINGS OF FACT

1. The City inspected the property on:

    a. January 15, 2019
    b. April 2, 2019
    b. April 17, 2019
    c. June 11, 2019
    d. June 19, 2019
    e. July 17, 2019

2. The City sent formal notices via US Mail on:

    a. January 15, 2019 for the reduction in the number of motor vehicles to the city code limit of six (6), that all vehicles be parked on an improved surface, and that no more than one (1) inoperable vehicles was allowed on the property.

b. April 2, 2019 for the removal of two (2) damaged and falling apart canvas sheds as well as approximately 16 vehicle rims in the yard that needed to be stored indoors.
c. April 17, 2019 for the removal of two (2) damaged and falling apart canvas sheds as well as approximately 16 vehicle rims in the yard that needed to be stored indoors as well as a $75 administrative citation for failure to comply with the first notice.
d. July 17, 2019 for the reduction in the number of motor vehicles to the city code limit of six (6), that no more than one (1) inoperable vehicles was allowed on the property, and that the property owner apply for a residential kennel license as they had four (4) dogs on the property.

3. The City corresponded with the applicant in person at the inspections on June 11th, June 19th, and July 17th outlining outstanding violation issues and expectations going forward including a timeline for compliance that the property owner was agreeable to. The Property Owner has stated they will not remove the hoop building(s) onsite without being taken to court.

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

That the Ramsey City Council hereby grants approval of the proposed code enforcement action plan on the Subject Property as outlined below, contingent upon verification of any violation(s) of City Code:

1. By Friday, August 16, 2019 the property owner will reduce the number of motor vehicles on the property to be in compliance with City Code. No more than six motor vehicles on the property with one motor vehicle allowed to be inoperable.

2. By Friday, August 30, 2019, the property owner will remove garbage/debris currently being stored in the high sided trailer to be removed from the property.

3. By Friday, August 30, 2019, the property owner will submit to the City documentation to license two dogs including having two of the dogs having received its rabies vaccination.

4. By Friday, August 30, 2019, the property owner will apply for a Private Kennel License to maintain more than three (3) dogs on the property. Staff inspected four dogs on the property on July 17, 2019 each of which appeared in good health and each was friendly. A kennel license is reviewed by City Staff and approved of by City Council. A public hearing is required when reviewed by the City Council.

5. By Monday, September 30, 2019 the property owner will submit to the City documentation to license the third and fourth dogs as well as that they have received their rabies vaccinations.

6. That future violations of the same will result in financial penalties as allowed by approved rates and charges.

7. That the City Council reserves the right to escalate future violations directly to District Court for Temporary Restraining Order.

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:

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 12th day of August, 2019.

CITY OF RAMSEY:

By:_____ By:_____
Mayor City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this_____day of_____,_, before me a Notary Public personally appeared Mayor John LeTourneau and Jo Ann M. Thieling, to me personally known, who, being each by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said Municipal corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council, and said John LeTourneau Jo Ann M. Thieling acknowledge said instrument to be the free act and deed of said Municipal Corporation.

_____
Notary Public

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

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

CC Regular Session **4. 10.**

Meeting Date: 08/12/2019

By: Sean Sullivan, Community Development

Information

Title:

Adopt Resolution #19-188 Approving Right of Re-Entry Agreement for Lot 1, Block 1, Anderson Dahlen South Addition; Case of Knoll Properties LLC.

Purpose/Background:

PURPOSE

Consider Recommendation of Approval of Right of Re-Entry Agreement between the City of Ramsey and Knoll Properties, LLC.

BACKGROUND (Subject Property)

This 9.3 acre site is located at the SE corner of 143rd Avenue NW and Jaspar St NW, just west of Molin Concrete and is currently zoned E-2 Employment District. The entire 19.88 acre property was purchased by the City in 2008 for redevelopment / Public Works purposes for a price of $1,593,500. The site is vacant, tax exempt, and is available. The City had the north 9.3 acres property listed on MNCAR through Anoka County for $1,000,000. This is not a CBRE listing. Proceeds from the sale of this property would go to Public Works. The City entered into a Purchase Agreement with Knoll Properties dated April 23, 2019. The PA references the execution of a Right of Re-Entry Agreement with a Certificate of Occupancy date of July 31, 2020. Knoll Properties, LLC has requested that the Certificate of Occupancy date be moved to December 31, 2020.

BACKGROUND (Andersen Dahlen & Knoll Properties, LLC)

Knoll Properties LLC is a holding company based out of Ramsey and managed by Tom and Dave Knoll. Both entities are in good standing with State of Minnesota (business and lien system).

Anderson Dahlen was founded in the 1940s and was purchased by Richard Knoll in 1978. In 1984, Tom and Dave Knoll purchased 20% of the company. Tom and Dave Knoll purchased the remaining 80% of the company and consolidated into a 48,000 facility in Coon Rapids. In 2000, Anderson Dahlen built a 84,000 SF facility and moved its operations to Ramsey. In 2018, a 101,000 expansion opened at their Ramsey location. Currently, Anderson Dahlen employs over 300 employees.

Anderson Dahlen is now out of space at their current location and needs to secure additional space for the growth of its business. The development proposal includes commencing construction of 60,000-75,000 square feet of manufacturing space (with the ability to add 40-60,000 square feet at a later date) on the Subject Property (City owned property). The project would be completed no later than July 31, 2020. The total investment in Phase one of this project is anticipated to be near $6 Million Dollars. Anderson Dahlen plans to (a) keep their existing facility and (b) construct/operate from the new facility in Ramsey on the Subject Property. Anderson-Dahlen currently has over 300 full time employees and plans to add 60 over the next 3 years as a result of this proposed business expansion.

BACKGROUND (Right of Re-Entry Agreement)

Attached to this case is the proposed Right of Re-Entry Agreement with language pertaining to the extension of the Certificate of Occupancy date from July 31, 2020 to December 31, 2020 and the reimbursement of the $675,000 purchase price less City costs incurred relating to the Purchase Agreement if construction does not commence.

Notification:

Notification is not required.

Observations/Alternatives:

OBSERVATIONS

- **Zoning/Use:** The proposed development concept fits within the City's existing zoning regulations and the Site plan was approved on June 25, 2019
- **Sale Price:** The asking price for the subject property is $2.47 per square foot ($1,000,000). The offer price is $1.66 per square foot ($675,000). The offer price is "below the mid-range" (but within the total deal range) of the City's adopted "deal-range" for the subject property.
- **Property Taxes**: The proposed development is based on a 60-75,000 square foot building with the possibility for an additional 40,000 square foot expansion. Based on an estimated taxable market value of $4,000,000 for Phase 1, this project will generate about $133,000 in total annual property taxes, with the City receiving approximately 25% ($33,250) annually when it hits the tax rolls.
- **Earnest Money**: This PA does include earnest money ($67,500.00, 10%). Earnest money will become hard if the initial closing date is extended by the buyer. The Developer has provided a down payment of $67,500 to the title escrow company according to the terms of the purchase agreement.
- **Broker Commission:** There is no broker commission for this transaction
- **Net Proceeds:** $675,000.
- **Closing Date**: To be determined. Developer has expressed interest to close in August 2019.
- **Land Sale Policy**: The PA meets the intent of the City's draft "Land Sale Policy" and has been reviewed by the City Attorney, and staff. Several changes (and negotiations) have taken place between staff and the buyer.
- **Buyer:** The buyer (Knoll Properties / Anderson Dahlen) has a history of success and delivering on projects in Ramsey as shown by its expansion to its original building onsite and its commitment to creating "living wage" jobs in the community.
- **Right of Re-Entry Agreement:** Certificate of Occupancy date changed from July 31, 2020 to December 31, 2020 and the reimbursement of the $675,000 purchase price less City costs incurred relating to the Purchase Agreement if construction does not commence.

ALTERNATIVES

1. Approve

The City Council could recommend the proposed change to certificate of occupancy date from July 31, 2020 to December 31, 2020 is to account for the potential of a late project finish date if the project starts later than originally anticipated by the Developer and to allow for reimbursement of the Sale Price les City costs incurred from obligations in Purchase Agreement.

2. Deny

The City Council could recommend no changes to the standard template Right of Re-Entry Agreement .

Funding Source:

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

Recommendation:

EDA Recommendation: The EDA met on August 8, 2019 and adopted a motion recommending City Council adoption of Resolution #19-188 Approving Right of Re-Entry Agreement for Lot 1, Block 1, Anderson Dahlen South Addition; subject to City Attorney review and approval.

Action:

Motion to adopt Resolution #19-188 Approving Right of Re-Entry Agreement for Lot 1, Block 1, Anderson Dahlen South Addition; subject to City Attorney review and approval.

Attachments

Resolution #19-188

Draft Right of ReEnty Agreement: Knoll Properties LLC

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	08/08/2019 10:41 AM
Kurt Ulrich	Kurt Ulrich	08/08/2019 11:11 AM
Sean Sullivan (Originator)	Sean Sullivan	08/08/2019 02:44 PM
Tim Gladhill	Tim Gladhill	08/08/2019 02:54 PM
Kurt Ulrich	Kurt Ulrich	08/08/2019 03:34 PM
Form Started By: Sean Sullivan		Started On: 08/05/2019 09:52 AM
Final Approval Date: 08/08/2019		

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

RESOLUTION #19-188

RESOLUTION APPROVING RIGHT OF RE-ENTRY AGREEMENT FOR LOT 1, BLOCK 1, ANDERSON DAHLEN SOUTH ADDITION

WHEREAS, the City of Ramsey, herein referred to as the "City," has authorized entering into a Purchase Agreement and Right of Re-Entry Agreement (the "Agreement") with Knoll Properties, LLC (the "Developer") on April 23, 2019; and

WHEREAS, the Developer has requested the obligation date to obtain a certificate of occupancy be extended from July, 31, 2020 to December 31, 2020 to account for a later completion date of the project than originally anticipated; and

WHEREAS, the Developer has requested that the Right of Re-Entry Agreement be amended to allow for reimbursement of the purchase price of $675,000 less City costs incurred from City obligations of the Purchase Agreement dated April 23, 2019 if the City executes the remedy of the right of re-entry; and

WHEREAS, the City has drafted an amended Right of Re-Entry Agreement incorporating the negotiated changes by the Developer attached hereto as Exhibit A and retaining the $150,000 penalty clause if the Certificate of Occupancy is not obtained per the terms of the Agreement.

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

1) That the City authorizes the City Administrator and Mayor to sign the Right-of-Re-Entry Agreement attached hereto as Exhibit A; subject to City Attorney review.

That 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:

and the following voted against the same:

and the following abstained:

and the following were absent:

Existing Vacancy
Existing Vacancy

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 12th of August, 2019.

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

[Reserved for Recording Data]

RIGHT OF RE-ENTRY AGREEMENT

This Right of Re-entry Agreement is entered into on _____, 2019, by and between the **City of Ramsey**, a Minnesota municipal corporation ("Seller"), and **Knoll Properties, LLC**, a Minnesota Limited Liability Company ("Buyer").

Recitals

A. On _____, 2019, Seller conveyed title of the following Property to Buyer:

LOT 1, BLOCK 1, ANDERSON DAHLEN SOUTH ADDITION, Anoka County, Minnesota

B. Title to the Property was conveyed subject to Buyer fulfilling certain Conditions as set forth below.

C. As indicated in the Purchase Agreement between the City of Ramsey and Knoll Properties, LLC, dated April 23, 2019, Section 28, it is the intent of the parties to create and set forth a right to impose a penalty or a right of re-entry in favor of Seller in the event Buyer fails to satisfy the Conditions.

Agreement

1. The recitals are incorporated herein as if fully set forth.

2. Seller shall have the right, but not the obligation, to either impose a penalty against the Property pursuant to Paragraph 3, or to re-enter and take possession of the Property pursuant to Paragraph 4, in the event that any of the following Conditions are not satisfied by Buyer:

    a. Buyer must obtain a certificate of occupancy from the City of Ramsey, for the project described below by December 31, 2020.

        Project Description:

i. Knoll Properties, LLC Site Plan, approved by the City of Ramsey on June 25, 2019 by Resolution #19-139.

ii. Development Agreement for Knoll Properties, LLC, approved by the City of Ramsey on August 12, 2019 by Resolution #19-193.

3. Seller may impose a penalty of $150,000.00 against the Property if the certificate of occupancy is not obtained by December 31, 2020, for the construction of a minimum 60,000 square foot manufacturing/warehouse building (the "Project"), pursuant to the deadline set forth above. The penalty is due upon written notice to Buyer from Seller of the failure to satisfy a contingency. In the event the penalty is not paid within 30 days of receipt of the notice, Seller may, but is not required to, certify the penalty to Anoka County as an assessment against the Property. Buyer waives any and all rights under Minnesota Statutes, chapter 429, and any other applicable law, including any right to notice of hearing and hearing, the right to object, and the right to appeal the assessment. Buyer further waives any requirements of the City Charter that may apply to said assessment.

4. As an alternative to imposition of a financial penalty and not in addition thereto, Seller may re-enter and take physical possession of the Property. Title to the Property shall be restored in Seller, and Buyer shall execute whatever documents and undertake whatever steps are necessary to establish and confirm Seller's fee simple interest in the Property free of any claims or encumbrances, including mechanic's liens. In the event that Seller re-enters and takes physical possession of the Property, Seller shall, within 30 days thereof, pay to Buyer Six Hundred Seventy-Five Thousand and 00/100 Dollars ($675,000.00), the purchase price that Buyer paid to Seller for the Property pursuant to the April 23 Purchase Agreement, less expenses relating to the Purchase Agreement incurred by the Seller. The Seller waives the right to re-enter and take physical possession of the Property if the Buyer obtains a Building Permit within three (3) months of Closing and commences construction of the Project but reserves the right to impose a financial penalty defined in Paragraph 3.

5. This Right of Reentry Agreement shall automatically terminate as of July 31, 2021, if Seller has not exercised its right of reentry under Paragraph 4 or if no penalty has been certified to Anoka County under Paragraph 3. Upon request, Seller shall execute a termination of this Agreement in recordable form and deliver it to Buyer.

6. Buyer's obligation to obtain a certificate of occupancy by December 31, 2020, and Seller's right to pursue its remedies under Paragraphs 3 and 4, shall be extended in the event of any failure or delay caused by or resulting from acts beyond Buyer's control, including, without limitation: acts of God; flood, fire, earthquake, tornado

or explosion; war, invasion, hostilities (whether war is declared or not), terroristic threats or acts, riot, or other civil unrest; government order or law; actions, embargoes, or blockades; action by any governmental authority; and strikes or labor stoppages or slowdowns. If a force majeure event listed above occurs and results in a failure or delay, Buyer shall give notice to Seller within 60 days, stating the period of time that the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure that the effects of such force majeure event are minimized.

7. This document constitutes the entire Right of Re-entry Agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

CITY OF RAMSEY

By: _____
John LeTourneau, Mayor

By: _____
Kurt Ulrich, City Administrator

This instrument was acknowledged before me on _____, 2019, by John LeTourneau and Kurt Ulrich as Mayor and City Administrator, respectively, of the City of Ramsey, Minnesota.

_____
Notary Public

Knoll Properties, LLC, a Minnesota Limited Liability Company.

By: _____
David J. Knoll, Chief Manager

This instrument was acknowledged before me on _____, 2019, by David J Knoll, Chief Manager of Knoll Properties, LLC.

_____
Notary Public

This instrument drafted by:
Ratwik, Roszak & Maloney, P.A.
730 Second Ave. S., Suite 300
Minneapolis, MN 55402
(612) 339-0060
(JJL)

[Reserved for Recording Data]

RIGHT OF RE-ENTRY AGREEMENT

This Right of Re-entry Agreement is entered into on _____, 2019, by and between the **City of Ramsey**, a Minnesota municipal corporation ("Seller"), and **Knoll Properties, LLC**, a Minnesota Limited Liability Company ("Buyer").

Recitals

A. On _____, 2019, Seller conveyed title of the following Property to Buyer:

LOT 1, BLOCK 1, ANDERSON DAHLEN SOUTH ADDITION, Anoka County, Minnesota

B. Title to the Property was conveyed subject to Buyer fulfilling certain Conditions as set forth below.

C. As indicated in the Purchase Agreement between the City of Ramsey and Knoll Properties, LLC, dated April 23, 2019, Section 28, it is the intent of the parties to create and set forth a right to impose a penalty or a right of re-entry in favor of Seller in the event Buyer fails to satisfy the Conditions.

Agreement

1. The recitals are incorporated herein as if fully set forth.

2. Seller shall have the right, but not the obligation, to either impose a penalty against the Property pursuant to Paragraph 3, or to re-enter and take possession of the

Property pursuant to Paragraph 4, in the event that any of the following Conditions are not satisfied by Buyer:

a. Buyer must obtain a certificate of occupancy from the City of Ramsey, for the project described below by December 31, 2020.

Project Description:

i. Knoll Properties, LLC Site Plan, approved by the City of Ramsey on June 25, 2019 by Resolution #19-139.

ii. Development Agreement for Knoll Properties, LLC, approved by the City of Ramsey on August 12, 2019 by Resolution #19-193.

3. Seller may impose a penalty of $150,000.00 against the Property if the certificate of occupancy is not obtained by December 31, 2020, for the construction of a minimum 60,000 square foot manufacturing/warehouse building (the "Project"), pursuant to the deadline set forth above. The penalty is due upon written notice to Buyer from Seller of the failure to satisfy a contingency. In the event the penalty is not paid within 30 days of receipt of the notice, Seller may, but is not required to, certify the penalty to Anoka County as an assessment against the Property. Buyer waives any and all rights under Minnesota Statutes, chapter 429, and any other applicable law, including any right to notice of hearing and hearing, the right to object, and the right to appeal the assessment. Buyer further waives any requirements of the City Charter that may apply to said assessment.

4. As an alternative to imposition of a financial penalty and not in addition thereto, Seller may re-enter and take physical possession of the Property. Title to the Property shall be restored in Seller, and Buyer shall execute whatever documents and undertake whatever steps are necessary to establish and confirm Seller's fee simple interest in the Property free of any claims or encumbrances, including mechanic's liens. In the event that Seller re-enters and takes physical possession of the Property, Seller shall, within 30 days thereof, pay to Buyer Six Hundred Seventy-Five Thousand and 00/100 Dollars ($675,000.00), the purchase price that Buyer paid to Seller for the Property pursuant to the April 23 Purchase Agreement, less expenses relating to the Purchase Agreement incurred by the Seller. The Seller waives the right to re-enter and take physical possession of the Property if the Buyer obtains a Building Permit within three (3) months of Closing and commences construction of the Project but reserves the right to impose a financial penalty defined in Paragraph 3.

5. This Right of Reentry Agreement shall automatically terminate as of July 31, 2021, if Seller has not exercised its right of reentry under Paragraph 4 or if no

penalty has been certified to Anoka County under Paragraph 3. Upon request, Seller shall execute a termination of this Agreement in recordable form and deliver it to Buyer.

6. Buyer's obligation to obtain a certificate of occupancy by December 31, 2020, and Seller's right to pursue its remedies under Paragraphs 3 and 4, shall be extended in the event of any failure or delay caused by or resulting from acts beyond Buyer's control, including, without limitation: acts of God; flood, fire, earthquake, tornado or explosion; war, invasion, hostilities (whether war is declared or not), terroristic threats or acts, riot, or other civil unrest; government order or law; actions, embargoes, or blockades; action by any governmental authority; and strikes or labor stoppages or slowdowns. If a force majeure event listed above occurs and results in a failure or delay, Buyer shall give notice to Seller within 60 days, stating the period of time that the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure that the effects of such force majeure event are minimized.

7. This document constitutes the entire Right of Re-entry Agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

CITY OF RAMSEY

By: _____
John LeTourneau, Mayor

By: _____
Kurt Ulrich, City Administrator

This instrument was acknowledged before me on _____, 2019, by John LeTourneau and Kurt Ulrich as Mayor and City Administrator, respectively, of the City of Ramsey, Minnesota.

_____
Notary Public

Knoll Properties, LLC, a Minnesota Limited Liability Company.

By: _____
David J. Knoll, Chief Manager

This instrument was acknowledged before me on _____, 2019, by David J Knoll, Chief Manager of Knoll Properties, LLC.

_____
Notary Public

This instrument drafted by:
Ratwik, Roszak & Maloney, P.A.
730 Second Ave. S., Suite 300
Minneapolis, MN 55402
(612) 339-0060
(JJL)

CC Regular Session **4. 11.**

Meeting Date: 08/12/2019

By: Chloe McGuire Brigl, Community Development

Information

Title

Adopt Resolution #19-192 Approving Development Agreement for Armstrong West Retail Mall, Case of PSD, LLC dba Armstrong West Retail Mall, LLC.

Purpose/Background:

The purpose of this case is to review and approve the development agreement for Armstrong West Retail Mall from Armstrong West Retail Mall, LLC (who also does business as PSD, LLC) (the "Applicant") for a retail building on the corner of Armstrong Boulevard NW and Sunwood Drive/147th Avenue NW (near the interchange) at the properties generally known as 8020 147th Ave NW and 8019 146th Ave NW (the "Subject Property"). The commercial building is similar to a strip mall or retail node and is proposed to have two drive-thrus and multiple tenants. The City has approved: Site Plan, Conditional Use Permit (Over-Sized Monument Sign), and Final Plat. A contingency of commercial development projects is a development agreement to lay out the proposed timeline for improvements, required fees, and surety amounts.

Notification:

No notification required at this stage.

Observations/Alternatives:

Zoning

The site is zoned COR and is in the COR-2 commercial (retail) subdistrict. This area is more flexible in its uses than the typical zoning code, but requires a high-quality built environment, specifics on where buildings can be placed, and building design. In the COR, buildings have a 'build-to' line requirement, as opposed to a setback requirement. This brings buildings forward towards the street (such as City Hall) or limits the view of parking areas (such as Casey's). This development will be similar to Casey's, with a 3 - 4 foot stone wall on the north edge of the property with the future phase of development. This portion of the project proposes the building on the southern parcel, with a driveway from the north off 147th Avenue NW. This zoning district also emphasizes the environment for pedestrians, and as such, the development will require sidewalk connections and a future phase of development will likely include a patio space.

The space will be a retail node, which the City is very supportive of. City Staff has heard throughout the comprehensive planning process that residents are looking for more spaces to shop, eat, and purchase local goods. Staff believes this retail center will be successful with its proximity to the COR and Highway 10, and hopes it spurs additional retail development.

Funding Source:

The Applicant is responsible for all costs associated with review of the project. This site was previously owned by the City, which recently closed on a transaction with PSD, LLC to facilitate this project. There are no current business subsidy requests attached to this project. Said real estate transaction included a swap with PSD, LLC internal to The COR to facilitate a required regional stormwater pond. This public improvement is now under construction.

Recommendation:

Staff Recommends the City Council Adopt Resolution #19-192 Approving Development Agreement for Armstrong West Retail Mall.

Action:

Motion to Adopt Resolution #19-192 Approving Development Agreement for Armstrong West Retail Mall.

Attachments

Application
Site Location Map
Proposed Architecture
Development Agreement
Resolution 19-192

Form Review

Inbox	Reviewed By	Date
Chris Anderson	Chris Anderson	08/06/2019 04:26 PM
Chris Anderson	Chris Anderson	08/08/2019 11:52 AM
Tim Gladhill	Tim Gladhill	08/08/2019 12:25 PM
Kurt Ulrich	Kurt Ulrich	08/08/2019 01:54 PM
Form Started By: Chloe McGuire Brigl		Started On: 08/05/2019 03:53 PM
Final Approval Date: 08/08/2019		

City of RAMSEY

RECEIVED
JUN 07 2019
BY:

Land Use Application

19-111

☒ Plat – Sketch Plan	☐ Plat – Preliminary Plat	☐ Plat – Final Plat
☐ Administrative Plat	☒ Site Plan Review	☐ Easement/ROW Vacation
☐ Conditional Use Permit	☐ Interim Use Permit	☐ Comprehensive Plan Amendment
☐ Zoning Amendment	☐ Home Occupation Permit	☐ Variance
☐ Dwelling Moving Permit	☐ Environmental Permit	☐ Registered Land Survey
☐ Non-Traditional Animal License	☐ Beekeeping License	☐ Private Kennel License

Applicant Contact Information

Please note: All official communication will be routed through this contact.

Name:	ARMSTRONG WEST RETAIL MALL, LLC		
Street Address:	7533 SUNWOOD DR, SUITE 315		
City, State, ZIP:	RAMSEY, MN 55303		
Home Phone:		Work Phone:	763 427 5955
Email:	MATT.KUKER@PSDLANDDEVELOPMENT.COM	Fax Number:	763 427 4151
Name of Business (if applicable):			
Business Address (if applicable)			
Business City, State, ZIP			
Business Phone:		Business Fax:	

Subject Property Information

(Location of Application)

Address	SEE PIN
PIN	29-32-25-14-0009 AND 29-32-25-14-0010
Legal Description	
Zoning District	

Contact the Planning Division at 763-433-9824 or planning@cityoframsey.com to request a Zoning Verification

Property Owner Information

(If different than Applicant)

* AFTER EXCHANGE

Name:	PSD, LLC		
Street Address:	7533 SUNWOOD DR, SUITE 315		
City, State, ZIP:	RAMSEY, MN 55303		
Home Phone:		Work Phone:	763 427 5955
Email:	MATT.KUKER@PSDLANDDEVELOPMENT.COM	Fax Number:	763 427 4151

Please provide a detailed description of your request and attached a copy of a scaled site plan

A "Land Use Sign" will be placed on the Subject Property to allow Ramsey Residents the opportunity to obtain information about your request.

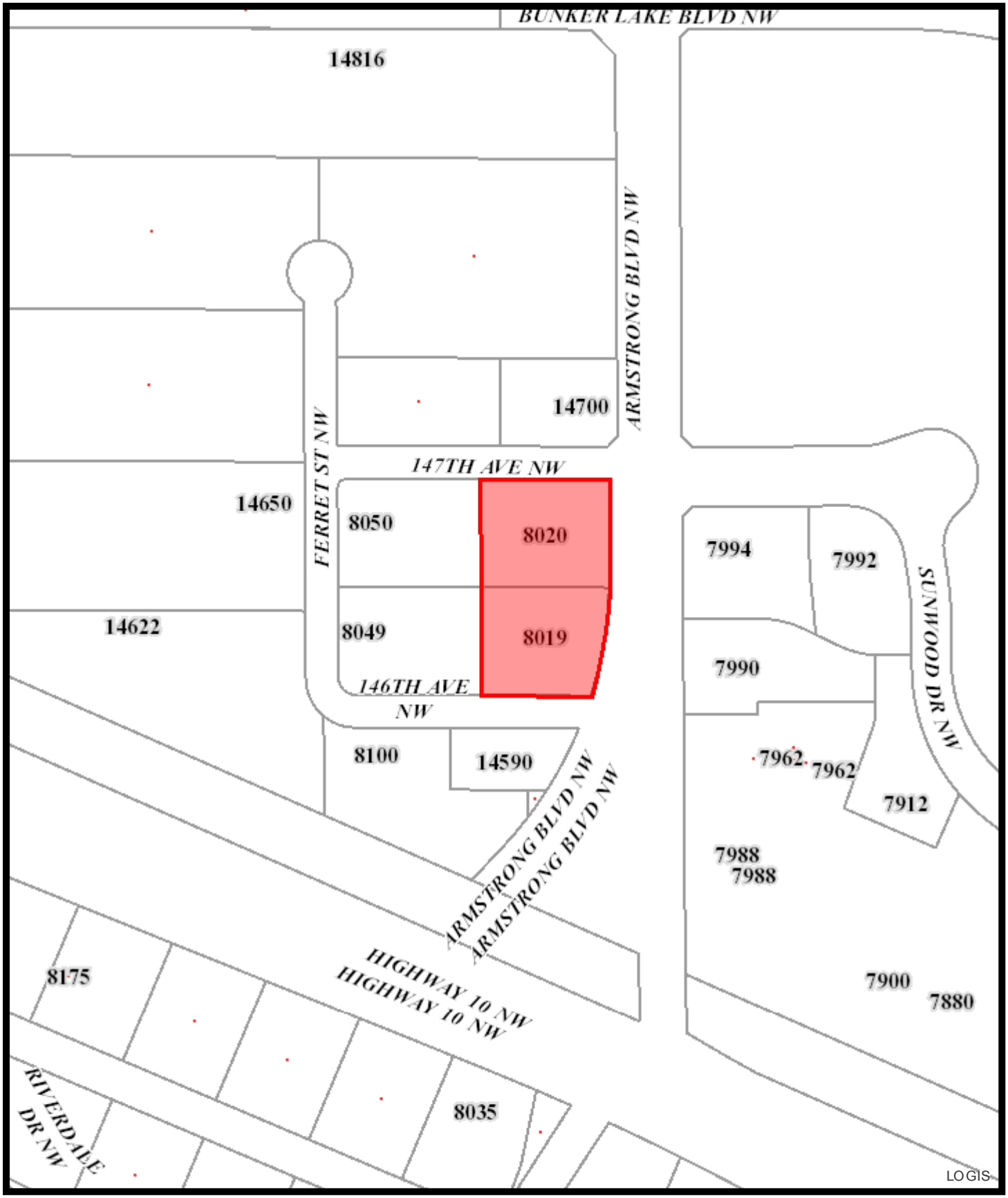
Applicant Signature		Co-Applicant Signature	
Printed Name	MATHIAS KUKER	Printed Name	
Title	COO	Title	
Date	6/7/19	Date	

I understand that the application fee is non-refundable. All costs associated with the processing of this application are the responsibility of the applicant whether this application is approved or denied. Any excess of escrow account deposits over expenditures will be refunded at the time of account closure. I also understand that as the applicant, it is my responsibility to obtain all other permits or licenses required by any applicable regulatory agencies for this Land Use Application.

Property Owner Signature		Property Owner Signature	
Printed Name	MATHIAS KUKER	Printed Name	
Title	COO	Title	
Date	6/7/19	Date	

I hereby certify that I am the fee title owner/contract for deed vendee of record for the above-mentioned property. Failure to prove ownership may void any agreements entered into the City and I will be held liable for any and all costs incurred by the City.

Site Location Map



Print Date: June 11, 2019



NORTH ELEVATION



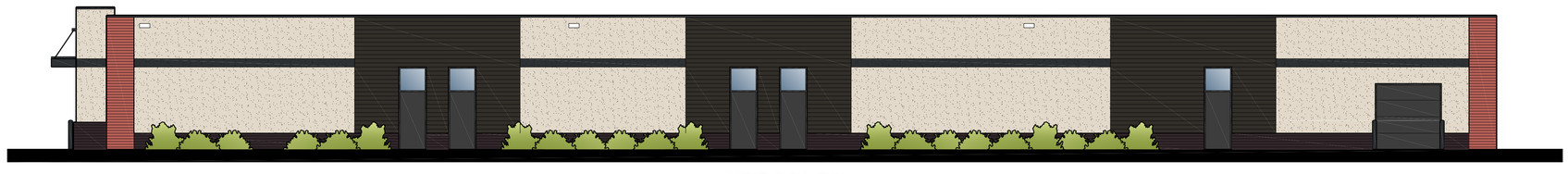
EAST ELEVATION

COLOR KEY

COLOR #1
INTERSTATE BRICK – TERRA COTTA
OR EQUAL
COLOR #2
INTERSTATE BRICK – MIDNIGHT BLACK
OR EQUAL
COLOR #3
SENERGY – SADDLESOAP, #3097
SAHARA FINISH (OR EQUAL)
COLOR #4
CORONADO – EASTERN MOUNTAIN LEDGE
GREY QUARTZITE (OR EQUAL)
COLOR #5
FIRESTONE – MATTE BLACK
OR EQUAL
COLOR #6
PAINT BAND TO
MATCH COLOR #5
COLOR #7
NICHIHA – CEMENT PANEL
ROUGHSAWN WOOD SERIES – ESPRESSO
STOREFRONT FRAMES
DARK BRONZE
CANVAS CANOPIES
BLACK



SOUTH ELEVATION



WEST ELEVATION

Armstrong Retail

Ramsey, Minnesota

NOTE: THIS DRAWING IS FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL COLORS NEED TO BE FIELD VERIFIED.

LA
LAHAMPTER ARCHITECTS

CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR ARMSTRONG WEST RETAIL MALL

This Agreement (hereinafter the "Agreement") is dated as of this _____day of _____, 2019 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**") and Armstrong West Retail Mall, LLC, a Limited Liability Corporation under the laws of Minnesota (the "**PERMITTEE**").

Recitals

A. The **PERMITTEE** is the owner of land legally described on the attached Exhibit A (the "Subject Property").

B. The **PERMITTEE** has received approval from the **CITY** to subdivide the Subject Property and plat the same as West Armstrong Addition (the "Plat").

Agreement

1. Recitals. Recitals incorporated. The recitals stated above are hereby incorporated into this Agreement and are made part of this Agreement by reference.

2. 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.

3. The Plans. The term "Plans" as used in this Agreement means the Final Plat Plans prepared by Hakanson Anderson, dated May 24, 2019. 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.

4. Stage I Improvements. The public improvements the **PERMITTEE** will construct or install are as follows:

a. Trunk and lateral sanitary sewer.
b. Trunk and lateral water main.
c. Storm drainage facilities (when specified).
d. Stormwater maintenance through 90 percent buildout.
e. Concrete curb and gutter (urban).
f. Lot grading.
g. Sidewalks.
h. Electricity (within one-fourth mile).
i. Phone (within one-fourth mile).
j. Natural gas (within one-fourth mile).
k. Boulevard sodding.
l. Water shut off boxes.
m. Landscaping.
n. Architectural wall on north side of building (at time of future building phase)

(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 reproducible 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 in its entirety the required Stage I Improvement Financial Guarantee noted in paragraph #6 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 Stage I Improvements.

5. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners.

6. 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 **PERMITEE** 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 for the Stage I Improvements.

7. Time of Performance for the Stage I Improvements. The **PERMITTEE** must complete the Stage I Improvements within one (1) year after the recording of the Plat.

8. Ownership of the Stage I Improvements. The **PERMITTEE** owns the Stage I Improvements until the **CITY'S** acceptance of the Stage I Improvements. Title to the Stage I Improvements automatically passes to the **CITY** upon the **CITY'S** written acceptance of the Stage I Improvements. Except to the extent the **CITY** has accepted all or portions of the Stage I Improvements, in writing, prior to the lapse, expiration, or other termination of the **CITY'S** financial guaranty described in Section 6 and except to the extent the **CITY** and the **PERMITTEE** may agree, in writing, to defer the **CITY'S** acceptance of certain specified Stage I Improvements, the **CITY** is deemed to have accepted the Stage I Improvements when the **CITY** releases the financial guaranty described in Section 12 or allows such financial guarantee to lapse, expire or otherwise terminate.

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. The license shall expire after the **CITY** accepts ownership of Stage I Improvements.

10. Stage II **CITY** Improvements. The public improvements the **PERMITTEE** must construct or install are as follows:

    a. Street lights per agreement with Connexus Energy
    b. Installation of survey monumentation.

(the "Stage II Improvements"). The **PERMITTEE** must complete the construction of the Stage II Improvements within one (1) year after the date upon which the Plat is recorded.

PERMITTEE must install the Stage II Improvements in accordance with the Plans. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of reproducible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage II Improvements and acceptance by the **CITY**. As as-built plans are a required Stage II Improvement item per City Code Section 117-615, the **CITY** will not release the required Stage I Improvement Financial Guarantee noted in paragraph #6 above until **CITY** has received the as-built plans. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage II Improvements.

11. Required Private Improvements. The private improvements the PERMITTEE will construct or install are as follows:

    a. Storm drainage facilities
    b. Stormwater maintenance

c. Parking lot
d. Concrete curb and gutter
e. Lot grading
f. Landscaping

12. Financial Guaranty for Stage I Improvements, Stage II Improvements, and Required Private Improvements. The **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage I Improvements, Stage II Improvements, Required Private Improvements, and their timely completion. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of **($330,989.00),** which amount is 75% of the **CITY** Engineer's estimated cost of 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.

13. Inspection Fees for the Stage I Improvements, Stage II Improvements, and Required Private Improvements. The **PERMITTEE** shall provide an inspection fee to the **CITY** to inspect the Stage I Improvements, Stage II Improvements, and Required Private Improvements. The **PERMITTEE** shall be responsible for an inspection fee in the amount of **($11,033.00)**, which amount is 2.5% of the City Engineer's estimated cost of the Stage I Improvements, Stage II Improvements, and Required Private 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, Stage II Improvements, and Required Private Improvements, acceptance by the **CITY**.

14. Warranty for Stage I and Stage II Improvements. The **PERMITTEE** shall provide a one year warranty in the amount of **$110,329.00**, which is 25% of the cost of the Stage I and Stage II 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 improvement. The warranty must be in the form of a Letter of Credit in a form acceptable to the **CITY'S** Finance Director or a cash escrow.

15. Maintenance Guarantee for Landscaping. It is herein agreed that the **PERMITTEE** shall provide the **CITY** 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 **$3,217.00**. [74 plantings (23 trees) x cost/planting ($300/tree x 30% average non-survival rate, (51 shrubs) x cost/planting $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 Private 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 Site Plan have either survived or have been replaced shall be made by the **CITY**. In the event the **PERMITTEE** fails to maintain the required plantings for a two-year period, the City Council may order the replacement of plantings with **CITY** day labor and/or by letting contracts and draw upon the escrow for payment. Only the City Council shall have the authority to direct replacement of the plantings and withdraw from the escrow account. The **PERMITTEE** hereby grants permission and a license to the **CITY**

and/or its contractors and assigns to enter upon the Site for the purpose of replacing plantings in the event of the **PERMITTEE's** default.

16. 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.

17. Payment of Development Fee's. The **PERMITTEE** 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, Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees, Sanitary Sewer Lateral Fees, Water Lateral Fees, Storm Management Fees, Street Light as well as Street Light Operation and Maintenance Fees.

18. 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 has provided a copy of 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, operational and accepted by the **CITY**; (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.

19. **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).

20. 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. Mailbox Locations. If the **PERMITTEE** desires to construct mailboxes within the public right of way, the **PERMITTEE** agrees that the placement of mailboxes along public streets is subject to the approval by the **CITY**. Utility locates will be necessary.

e. 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.

f. 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.

g. 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.

h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Stage I, Stage II, and Required Private 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.

i. 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 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.

j. 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.

k. 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.

l. Trail. The Mississippi River Trail (MRT) is a federally-funded trail for bicycling and walking which runs through the site. The trail will need to be constructed to specifications that meet the requirements of the MnDOT and federal trail guidelines. The **PERMITTEE** shall provide an alternate route or detour, or temporary trail section through the site at all times. The **PERMITEE** shall coordinate said temporary trail section or detour with the MnDOT and City.

m. Stormwater Management. The **PERMITTEE** must sign a master storm water agreement for off-site improvements and storm water management with the City.

n. 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:
Armstrong West Retail Mall, LLC
Attn: Matt Kuker
7533 Sunwood Drive Suite 315
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:

Armstrong West Retail Mall, LLC

By:_____, Matt Kuker
Its: Owner

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Matt Kuker, Owner of Armstrong West Retail Mall, LLC, a Limited Liability Corporation, 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_____ 2019, by John LeTourneau 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 2 and Lot 3, Block 2 HY-10 Ramsey, Subject to Easement of Record, Anoka County, Minnesota

Or Upon Recording

Lot 1 and Lot 2, Block 1, West Armstrong Addition, Subject to Easement of Record, Anoka County, Minnesota

EXHIBIT B

Fees Payable to the City

Park Dedication and Trail Development					
Trail Development	2.5	per acre	*$1,300*	$3,250	
Subtotal Park and Trail Development				***$3,250***	
Water and Sewer Fees					
Water Trunk (Connection)	2.5	per acre	*$6,601*	$16,503	
Sanitary Sewer Trunk (Connection)	2.5	per acre	*$3,652*	$9,130	
Subtotal Water and Sewer Fees				***$25,633***	
Stormwater Management Fees					
Stormwater Management	2.5	per acre	*$4,855*	$12,138	
Subtotal Stormwater Management				***$12,138***	
Sureties and Inspection Fees - Calculated at time of Site Plan Review					
Performance Surety (returned when complete)	441318	cost of improvement	*75%*	$330,989	Cash or Letter of Credit
Engineering Inspection Fee	441318	cost of improvement	*3%*	$11,033	Cash Escrow
GRAND TOTAL FOR DEVELOPMENT FEES				**$41,020**	

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

RESOLUTION #19-192

RESOLUTION APPROVING DEVELOPMENT AGREEMENT FOR ARMSTRONG WEST RETAIL MALL

WHEREAS, the City Council approved a site plan and final plat for a commercial plat named West Armstrong Addition on the property legally described as:

Lot 2 and Lot 3, Block 2 HY-10 Ramsey, Subject to Easement of Record, Anoka County, Minnesota

Or Upon Recording

Lot 1 and Lot 2, Block 1, West Armstrong Addition, Subject to Easement of Record, Anoka County, Minnesota

(the "Subject Property"); and

WHEREAS, Armstrong West Retail Mall, LLC (the "Applicant") has applied and received final plat, conditional use permit, and site plan approval to build a commercial retail mall and monument sign on the Subject Property; and

WHEREAS, the City Council reviewed and approved the Conditional Use Permit, Site Plan, and Final Plat on July 23, 2019; and

WHEREAS, a contingency of said approval was to enter into a development agreement to payment of applicable fees, and payment of applicable development fees.

NOW THEREFORE, BE IT RESOLVED BY THIS CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA that the findings of fact relating to the request are determined to be as follows:

1) The City Council of the City of Ramsey approves the development agreement for Armstrong West Retail Mall contingent upon:
   a. Approval by City Engineer
   b. Approval by City Attorney of Legal Form
   c. Compliance with Staff Review Memos and ProjectDox Comments

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 13th day of August, 2019.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 12.**

Meeting Date: 08/12/2019

Submitted For: Tim Gladhill, Community Development

By: Eric Maass, Community Development

Information

Title

Adopt Resolution #19-193 Approving Updated Development Agreement for Anderson Dahlen (Project #19-109); Case of Knoll Properties (Anderson Dahlen)

Purpose/Background:

The purpose of this case is to review an updated development agreement between the City of Ramsey and Anderson Dahlen. City Staff has been actively working with Anderson Dahlen on language within the City's standard development agreement and has provided the updated development agreement for consideration by the City Council.

The City recently approved a proposed Plat and Site Plan for a new manufacturing facility at the southeast corner of Jaspar Street and 143rd Ave (the "Subject Property"). The Subject Property is owned by the City and the Applicant has an active purchase agreement with the City. The Subject Property would be about nine (9) acres in size. The remainder of the property would be retained by the City for a future Public Works Campus.

Notification:

Notification is not required and was not completed for this City Council Review

Observations/Alternatives:

The development agreement is being put in place to cover private site improvements and does not include any public improvements. The development agreement has been updated to reflect that information with additional language added related to timing of rights of re-entry and timing of construction.

Alternative 1: Adopt Resolution #19-193 Approving Updated Development Agreement for Anderson Dahlen. The development agreement is subject to review and approval by the City Attorney. Staff does not anticipate issues with the proposed revisions from the city's standard development agreement. Staff is supportive of this alternative.

Alternative 2: Adopt Resolution #19-193 Approving Updated Development Agreement for Anderson Dahlen with revisions as proposed by City Council. Staff is not opposed to this option however we believe to have ironed out the necessary details with the Applicant with review by legal staff.

Alternative 3: Do not adopt Resolution #19-193 approving an updated development agreement for Anderson Dahlen. Execution of a development agreement is the next step in the development process.

Funding Source:

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

Recommendation:

Staff recommends adoption of Resolution #19-193 Approving the updated Development Agreement for Anderson Dahlen; contingent upon compliance with approval of final construction plans by the City Engineer and review of the development agreement by the City Attorney.

Action:

Motion to adopt Resolution #19-193 Approving Updated Development Agreement for Knoll Properties (Anderson Dahlen).

Attachments

Site Location Map

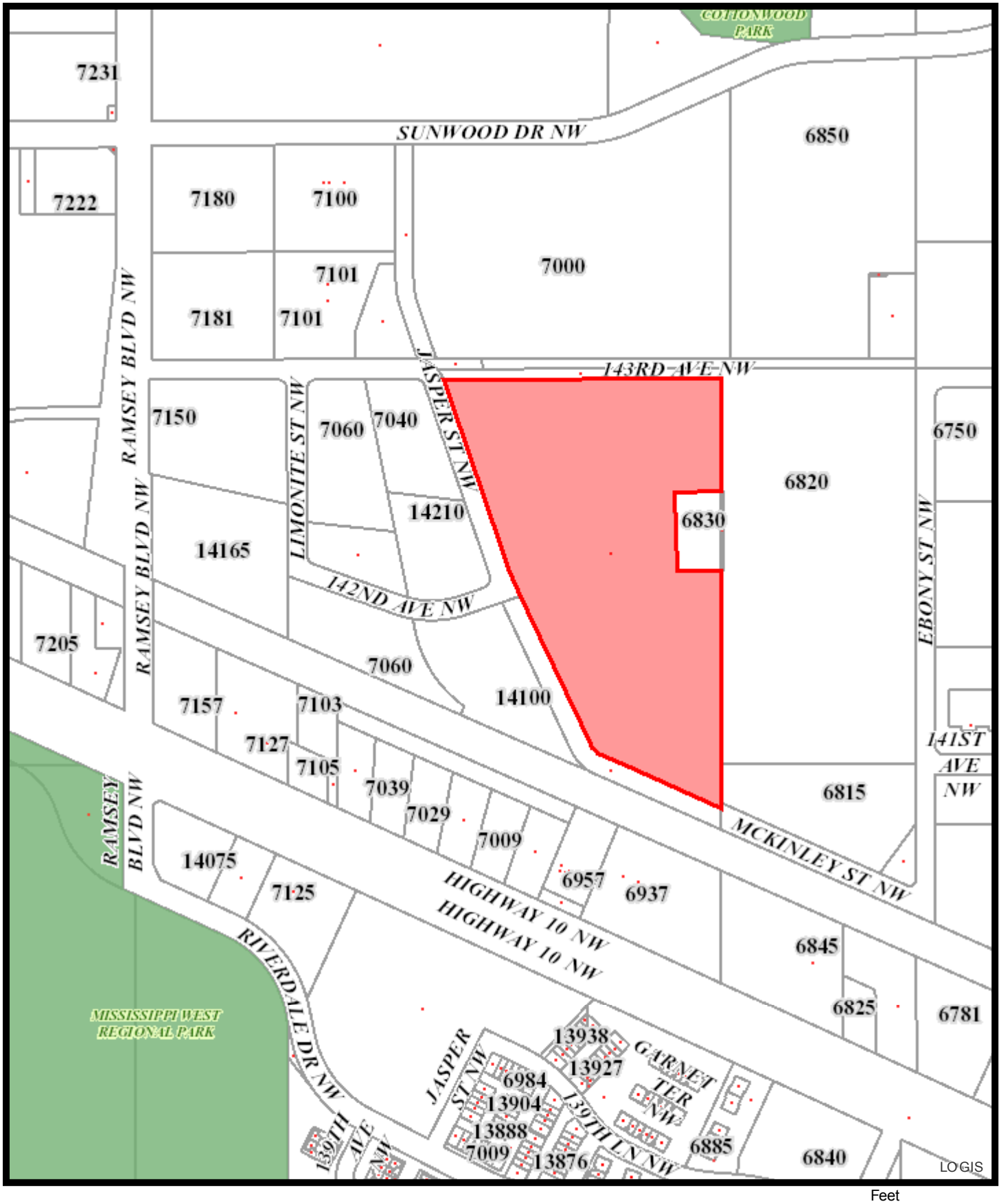
Resolution #19-193 Approving Updated Development Agreement for Anderson Dahlen

Revised Development Agreement

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	08/08/2019 06:51 AM
Kurt Ulrich	Kurt Ulrich	08/08/2019 08:33 AM
Form Started By: Eric Maass		Started On: 08/06/2019 02:43 PM
Final Approval Date: 08/08/2019		

Site Location Map



Feet
0 112.5 225 450 675 900

Print Date: May 16, 2019

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

RESOLUTION #19-193

RESOLUTION APPROVING AN UPDATED DEVELOPMENT AGREEMENT FOR ANDERSON DAHLEN SOUTH ADDITION

WHEREAS, Knoll Properties LLC, hereafter referred to as "Developer", properly received approval to develop the following described property located in the City of Ramsey:

Lot 1, Block 1, Bury and Carlson Addition, Anoka County, Minnesota

Or upon platting:

Lot 1, Block 1, Anderson Dahlen South Addition, Anoka County, Minnesota

(the 'Subject Property');

WHEREAS, the City has received an Application for Final Plat and Site Plan Approval for Anderson Dahlen South Addition on May 2, 2019; and

WHEREAS, the subject property is zoned E-2 Employment District and is approximately 19.88 acres in size and the Developer has requested to subdivide approximately 8.75 acres from the full 19.88 acres; and

WHEREAS, the Planning Commission reviewed the sketch plan and site plan on June 6, 2019; and

WHEREAS, the City Council approved the Final Plat, Site Plan on June 25, 2019; and

WHEREAS, the City Council reviewed the updated development agreement on August 12, 2019; and

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

1. That the Ramsey City Council hereby grants approval of the updated development agreement for Anderson Dahlen South Addition contingent upon the following conditions
    a. Conformance with Staff Review and approval of plans by the City Engineer and review of the development agreement 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 12th day of August, 2019.

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF RAMSEY
DEVELOPMENT AGREEMENT
FOR ANDERSON DAHLEN SOUTH ADDITION

This Agreement (hereinafter the "**Agreement**") is dated as of this _____ day of _____, 2019 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**") and Knoll Properties, LLC, a Minnesota limited liability company under the laws of Minnesota (the "**PERMITTEE**").

Recitals

A. The **PERMITTEE** is the owner of land legally described on the attached **Exhibit A** (the "**Subject Property**").

B. The **PERMITTEE** has received approval from the **CITY** to subdivide the Subject Property and plat the same as **ANDERSON DAHLEN SOUTH ADDITION** (the "**Plat**").

Agreement

1. Recitals. The recitals stated above are hereby incorporated into this Agreement and are made part of this Agreement by reference.

2. 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.

d. Previous Development Agreement. This Development Agreement shall replace the previous Development Agreement for Bury and Carlson Addition dated November 3, 1993, filed February 7, 1994, as Document No. 1097178, which is hereby terminated with respect to the Subject Property.

3. The Plans. The term "Plans" as used in this Agreement means the Final Plat Plans prepared by Hakanson Anderson, dated April 19, 2019. 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.

4. Site Improvements. The site improvements the **PERMITTEE** will construct or install are identified on **Exhibit C** attached hereto and made a part hereof (the "**Site Improvements**").

The **PERMITTEE** agrees to construct the Site 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 reproducible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Site Improvements and acceptance by the **CITY**. As as-built plans are required for the Site Improvement item per City Code Section 117-615, the **CITY** will not release in its entirety the required Site Improvement Financial Guarantee noted in Section 11 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 Site Improvements.

5. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners.

6. Installation of the Site Improvements. The **PERMITTEE** shall obtain all necessary permits from all governmental agencies before commencing construction of the Site Improvements. The **PERMITEE** 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 Site Improvements, the **PERMITTEE** shall provide the **CITY** with a complete set of reproducible "As Built" plans for the Site Improvements.

7. Time of Performance for the Site Improvements. The **PERMITTEE** must complete the Site Improvements within one (1) year after the recording of the Plat.

8. Ownership of the Site Improvements. The **PERMITTEE** owns the Site Improvements until the **CITY'S** acceptance of those Site Improvements identified on **Exhibit C** hereto as public (the "**Public Site Improvements**"). Title to the Public Site Improvements automatically passes to the **CITY** upon the **CITY'S** written acceptance of the Site

Improvements. Except to the extent the **CITY** has accepted all or portions of the Site Improvements, in writing, prior to the lapse, expiration, or other termination of the **CITY'S** financial guaranty described in Section 11 and except to the extent the **CITY** and the **PERMITTEE** may agree, in writing, to defer the **CITY'S** acceptance of certain specified Site Improvements, the **CITY** is deemed to have accepted the Site Improvements when the **CITY** releases the financial guaranty described in Section 11 or allows such financial guarantee to lapse, expire or otherwise terminate.

9. Site 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 Site Improvements. The license shall expire after the **CITY** accepts ownership of Site Improvements.

10. Stage II **CITY** Improvements. None

11. Financial Guaranty for Site Improvements. The **PERMITTEE** shall provide a financial guarantee to the **CITY** in a cash payment guaranteeing the construction of the Site Improvements, and their timely completion. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of **($300,000.00)**. Upon completion of the Site Improvements or any portion thereof that has been accepted by the **CITY**, (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan), supported by appropriate lien waivers, the **PERMITTEE** may request a reduction in the amount of the financial guarantee for all or such completed component of the Site Improvements. The **CITY** shall grant any request by the **PERMITTEE** for a reduction in the amount of the financial guaranty, including a complete termination, without unreasonable condition or delay. The financial guaranty shall automatically terminate upon issuance of a certificate of occupancy for the Subject Property.

12. Inspection Fees for the Site Improvements. The **PERMITTEE** shall provide an inspection fee to the **CITY** to inspect the Site Improvements. The **PERMITTEE** shall be responsible for an inspection fee in the amount of **($10,000.00)**, which amount is 5% of the City Engineer's estimated cost of the Site 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 Site Improvements and acceptance by the **CITY**, which the **CITY** shall grant without unreasonable condition or delay.

13. Warranty for Site Improvements. The **PERMITTEE** shall provide a one year warranty in the amount of **$100,000.00**, which is 25% of the cost of the Site Improvements. Said warranty shall be in force for one year following the final acceptance of the Site Improvements and shall guarantee satisfactory performance of the Site Improvements. The warranty must be in the form of a Letter of Credit in a form acceptable to the **CITY'S** Finance Director or a cash escrow.

14. Street Cleaning and Clean Up. After the street surfacing that is a part of the Site 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 Site 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.

15. Payment of Development Fees. The **PERMITTEE** must pay to the **CITY** the fees described on **Exhibit B** which may include, but are not limited to Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees, Sanitary Sewer Lateral Fees, Water Lateral Fees, Storm Management Fees, Street Light as well as Street Light Operation and Maintenance Fees. Park dedication fees for the Subject Property have been paid by a previous development agreement between the **CITY** and Bury and Carlson, Inc.

16. 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) provided the financial guaranty described in Section 11 to the **CITY**; (d) obtained all necessary permits from the Lower Rum River Watershed Management Organization and has provided a copy of 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 Agreement 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 Site Improvements.

17. **PERMITTEE** Defaults. If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE'S** obligations under this Agreement, 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** 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 11 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 17(d).

18. Maintenance Guarantee for Landscaping. It is herein agreed that **PERMITTEE** shall provide a maintenance guarantee to ensure the survival of the plantings for Anderson Dahlen South Addition. Said maintenance guarantee shall consist of cash or a Letter of Credit, approved as to form by the **CITY**, in the amount of **$15,480.00**. [# tree plantings 30 trees) x cost/planting ($300/tree x 30% average non-survival rate] + [# shrub plantings (288 shrubs) x cost/planting ($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 Site 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 Site Plan 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.

19. 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. Mailbox Locations. If the **PERMITTEE** desires to construct mailboxes within the public right of way, the **PERMITTEE** agrees that the placement of mailboxes along public streets is subject to the approval by the **CITY**. Utility locates will be necessary.

e. 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.

f. 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.

g. 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.

h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Site 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.

i. 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 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.

j. 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.

k. Further Assurances. Upon reasonable request, after completion of the applicable requirements, the **CITY** shall execute and deliver to the **PERMITTEE** any document, in recordable form, necessary to release the Subject Property from the requirements of this Agreement, including but not limited to, the financial requirements in Sections 11, 12, 13, and 18.

l. 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.

m. 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:
Knoll Properties, LLC
Attn: David Knoll
6850 Sunwood Drive 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:

KNOLL PROPERTIES, LLC

By:_____, Dave Knoll
Its: Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Dave Knoll, Chief Manager of Knoll Properties, LLC, a Minnesota Corporation, 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_____ 2019, by John LeTourneau 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, BURY AND CARLSON ADDITION, Anoka County, Minnesota.

Or Upon Recording

Lots 1, Block 1 Anderson Dahlen South Addition, Anoka County, Minnesota.

EXHIBIT B

DEVELOPMENT FEES

	Units	Unit Type	Unit Price	Total	Notes
Water and Sewer Fees					
Water Trunk (Connection)	8.75	per acre	*$6,601*	$57,759	
Sanitary Sewer Trunk (Connection)	8.75	per acre	*$7,941*	$69,484	
Subtotal Water and Sewer Fees				***$127,243***	
Stormwater Management Fees					
Stormwater Management	8.75	per acre	*$4,855*	$42,481	
Subtotal Stormwater Management				***$42,481***	
GRAND TOTAL FOR DEVELOPMENT FEES				**$169,724**	

EXHIBIT C

Site Improvements

NEED TO INSERT ENGINEERS ESTIMATE OUTLINING SITE IMPROVEMENTS AND THEIR ASSOCIATED COSTS

CC Regular Session **4. 13.**

Meeting Date: 08/12/2019

Submitted For: Tim Gladhill, Community Development

By: Eric Maass, Community Development

Information

Title

Adopt Resolution #19-194 Approving the Release of a Conditional Use Permit and Vacation of an existing Drainage and Ponding Easement on Lot 1 Block 1 and Outlot A Bury & Carlson Addition (Project #19-109); Case of Anderson Dahlen

Purpose/Background:

The purpose of this case is to consider the release of a previously approved and amended conditional use permit that was approved and issued for the operation of a demolition concrete and asphalt processing facility on Lot 1 Bock 1 and Outlot A, Bury and Carlson Addition. This case is also requesting the vacation of an existing drainage and utility easement that was recorded with the original plat of Bury and Carlson Addition. The Drainage and Ponding Easement is identified by Document Number 509869.

Notification:

No notification is required.

Observations/Alternatives:

The proposed release of the Amended Conditional Use Permit and easement vacation are occuring as a result of an active land use application by Anderson Dahlen. The City Council previously approved a Final Plat and Site Plan for a proposed project and City Staff has been actively working with Anderson Dahlen to move the project to construction. The property is currently owned by the City and in preparation for closing it was requested by Anderson Dahlen that the City release the amended conditional use permit and drainage and ponding easement currently recorded against the property. This is being done to clean up the title work prior to closing.

Alternative 1: Approve the release of the conditional use permit and vacation of the underlying drainage and ponding easement. The business previously on the property which utilized the conditional use permit has since vacated the property and is no longer active rendering the conditional use permit unused. With the recently approved Final Plat for Anderson Dahlen South Addition the City was granted new drainage and utility easements over approriate areas for the redevelopment. As a result the underlying drainage and ponding easement for the original Bury and Carlson addition are no longer necessary. Staff supports alternative 1.

Funding Source:

The Applicant is responsible for all costs associated with this request.

Recommendation:

Staff recommends adoption of Resolution #19-194 Approving the Release of an amended Conditional Use Permit and Vacation of an existing Drainage and Ponding Easement.

Action:

Motion to adopt Resolution #19-194 Approving the Release of an amended Conditional Use Permit and Vacation of an existing Drainage and Ponding Easement.

Attachments

Resolution #19-194 Releasing Conditional Use Permit and Vacating Drainage and Ponding Easement

Previous CUP Approval

Final Plat showing existing drainage and ponding easement to be vacated

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Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	08/08/2019 06:49 AM
Kurt Ulrich	Kurt Ulrich	08/08/2019 08:35 AM
Form Started By: Eric Maass		Started On: 08/06/2019 02:44 PM
Final Approval Date: 08/08/2019		

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

RESOLUTION #19-194

RESOLUTION APPROVING THE RELEASE OF A CONDITIONAL USE PERMIT FOR THE OPERATION OF A DEMOLITION CONCRETE AND ASPHALT PROCESSING FACILITY ON LOT 1 BLOCK 1 AND OUTLOT A, BURY AND CARLSON ADDITION AND RELEASING THE UNDERLYING DRAINAGE AND PONDING EASEMENT ON OUTLOT B OF BURY & CARLSON ADDITION PER DOCUMENT NUMBER 509869

WHEREAS, on August 25, 1992, the Ramsey City Council adopted Resolution #92-08-199 approving the issuance and declaring terms of a conditional use permit to Bury and Carlson for the establishment of a demolition concrete and asphalt processing facility on Lot 1, Block 1, and Outlot A, Bury and Carlson; and

WHEREAS, on November 28th, 1995 the Ramsey City Council adopted Resolution #95-11-261 approving the issuance and declaring terms of an amended conditional use permit to Bury and Carlson for the establishment of a demolition concrete and asphalt processing facility on Lot 1, Block 1, and Outlot A, Bury and Carlson; and

WHEREAS, on August 12, 2019 the Ramsey City Council considered vacation of an existing drainage and ponding easement recorded as document number 509869 on Outlot B, Bury & Carlson Addition; and

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

1. That the Ramsey City Council hereby releases Lot 1, Block 1, and Outlot A Bury & Carlson Addition from the previously approved and issued amended conditional use permit for the purposes of operation of a demolition concrete and asphalt processing facility.
2. That the Ramsey City Council hereby vacates the underlying drainage and ponding easement per document number 509869 on Outlot B Bury & Carlson Addition.

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 12th day of August, 2019.

_____
Mayor

ATTEST:

City Clerk

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

RESOLUTION #95-11-261

A RESOLUTION APPROVING THE ISSUANCE AND DECLARING TERMS OF AN AMENDED CONDITIONAL USE PERMIT FOR THE OPERATION OF A DEMOLITION CONCRETE AND ASPHALT PROCESSING FACILITY ON LOT 1, BLOCK 1, AND OUTLOT A, BURY AND CARLSON ADDITION, ANOKA COUNTY, STATE OF MINNESOTA, BASED ON FINDINGS OF FACT #0389.

WHEREAS, on August 25, 1992, the Ramsey City Council adopted Resolution #92-08-199 approving the issuance and delcaring terms of a conditional use permit to Bury and Carlson, hereinafter referred to as "Permittee", for the establishment of a demolition concrete and asphalt processing facility on Lot 1, Block 1, and Outlot A, Bury and Carlson; and

WHEREAS, on the City of Ramsey received a letter from Doherty Rumble & Butler, attorney for the Permittee, dated September 20, 1995, requesting an amendment to the terms of the conditional use permit; and

WHEREAS, on November 9, 1995, the Ramsey Planning Commission conducted a public hearing and recommended approval of an amendment to the conditional use permit.

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

1. This permit shall remain in effect so long as the conditions imposed herein are complied with.

2. The site shall be constructed and operated in accordance with the site plan consisting of five (5) sheets, drawn by D.R. Griswold and Associates, dated June 16, 1992, revision date July 30, 1992, attached hereto as Exhibit A.

3. The stockpiled materials on the site relating to the processing of demolition concrete and asphalt into aggregate shall not exceed two hundred fifty thousand (250,000) cubic yards at any one time.

4. Stockpile heights shall not exceed thirty-five (35) feet as measured from the existing ground elevation over which it is placed.

5. The Permittee shall be required to conform to the Minnesota Pollution Control Agency standards as to the regulation of noise, odors, dust and any other health and safety issues. The permittee shall provide the City of Ramsey with a copy of the MPCA Air Emission Permit and any other permits, correspondence or reports applicable to the Ramsey site. The City shall uphold the State standards by requiring testing upon the premise that an environmental problem may exist.

6. No stockpiling of material shall occur on the site in the absence of an Air Emission Permit from the Minnesota Pollution Control Agency (MPCA) for the Ramsey site.

7. All landscaping plant materials referenced in the approved site plan shall be maintained and replaced as necessary on a permanent basis.

8. All on-site lighting and signage shall meet all City Code requirements and the approval of City Staff prior to any installations.

9. Crushing operations will be conducted a minimum of one time per year. A maximum of two crushing periods are allowed per calendar year. Each crushing period shall not exceed 10 weeks in duration. Should either an emergency, equipment failure, weather, or any other unforeseen event cause the crushing operation to cease, the crushing operation shall not extend beyond the 10 week period except by prior special approval of the City Administrator or his/her designated representative. The City Council shall be notified of the temporary change in crushing operations and any change shall not exceed the standards as addressed by the MPCA Permit.

10. The Permittee shall notify the City by letter at least one week prior to each crushing period. The notification shall indicate when crushing will begin and how long it will last. The notification shall also indicate the name(s) of the person(s) who will be supervising the facility and a contact phone number.

11. Should a situation arise pertaining to noise, dust, or any other health, safety, or general public welfare issues, the City may contact the MPCA or other qualified environmental testing companies or agencies to investigate the situation. All testing will be at the owners expense.

12. The official permit issued by the MPCA is hereby incorporated by reference into these conditions and made a part of this Conditional Use Permit as if fully set forth herein. However, where the City and MPCA standards conflict, the more stringent standards shall apply.

13. Noise standards shall be the same as those set forth in the MPCA standards and, for any regulated matters not covered in the MPCA standards, the League of Minnesota Cities Model Noise Ordinance standards as established for 1990 shall apply. Dust shall be controlled by Bury and Carlson, Inc. in the following manner:

    a. A water truck will be stationed on the premises at all times. The permittee shall be responsible for wetting down the areas where the trucks are hauling material to lessen the dust caused by the traffic.

    b. The Permittee shall locate spray nozzles on the crusher. The water from these spray nozzles will lessen the dust created when old concrete and asphalt are reduced in the crusher. The permittee shall also install and use spray nozzles on the conveyors to lessen the dust caused by the transportation of the finished product from the crusher to the stockpile.

    c. The Permittee shall be responsible for removing debris on Jaspart Street N.W. from the facility entrances north to 143rd Avenue N.W., and 143rd Avenue N.W. west to Ramsey Blvd. N.W., caused by vehicles using the facility. Debris removal activities shall be instituted promptly following information of such accumulation. In the event the Permittee fails to remove debris within 24 hours of notice of accumulation by the City, the City may cause such debris to be removed. The City shall bill the cost of such removal to the Permittee and payment shall be remitted within 30 days of such billing.

14. If site operations cease, the Conditional Use Permit becomes null and void and all materials relating to the production of aggregate on the site shall be removed by the operator within ninety (90) days of the date of termination of the Permit. The Permittee shall provide a financial guarantee at the City, in the amount of Eight Thousand Dollars ($8,000.00) to insure removal of all demolition rubble in the event the permittee fails to perform said removal upon the conditional use permit becoming void or revoked. The financial guarantee may be in the form of cash or an irrevocable Letter of Credit or some other form of financial guarantee acceptable to the City. This financial guarantee shall be maintained at the City as long as the conditional use permit remains in full force and effect.

15. The operator of the facility will provide a visual inspection of all trucks and remove any debris from them prior to the trucks leaving the site, and take precautions to prevent spillage from trucks.

16. The City may initiate action to revoke the conditional use permit in accordance with procedures established in the Ramsey City Code.

17. The failure of the City at any time to require performance by the permittee of any provisions hereof shall in no way affect the right of the City thereafter to enforce the same. Nor shall waiver by the City of any breach of any of the provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

18. If any provision of this CUP shall be declared void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

19. The Permittee agrees to connect to City sewer and water at the time sewer and water is extended to the area and herein agrees to join in a petition for such improvements provided such petition is not presented within 7 years of the City's acceptance of the required improvements to 143rd Avenue N.W. and Jaspar Street N.W. However, the Permittee does not relinquish their rights under Minnesota Statutes Chapter 429, or Ramsey City Code Chapter 4, to appeal the amount of the assessments.

20. The City Administrator, or his/her designee, shall have the right to inspect the premises for compliance and safety purposes annually or at any time, upon reasonable request.

21. The Permittee shall be responsible for all City costs incurred in administering and enforcing this conditional use permit. Said expenses shall be paid within fifteen (15) days of billing by the City and failure to pay the City's expenses within the fifteen (15) day billing period will permit the City to drawn upon any of the escrows required by this agreement for payment. The permittee shall maintain a $2,000.00 balance in an escrow account with the City. This escrow shall be used to reimburse the City for expenses incurred in the administration of this permit in the event the permittee fails to pay the City expenses within the fifteen day billing period. The City reserves the right to use these funds to pay for testing services as necessary.

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

Mayor Glen Hardin
Councilmember Kenneth Peterson
Councilmember Sheila Beyer
Councilmember Gerald Zimmerman
Councilmember Carolyn Beahen

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

None

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 28th day of November, 1995.

Bury and Carlson, Inc. hereby acknowledge receipt of this permit and that they have reviewed the conditions of this permit and have agreed that they will cause compliance with the terms of this permit.

BURY AND CARLSON, INC.:

By: Norman C. Bury

Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing was acknowledged before me this 21st day of December, 1995 by Norman C. Bury, the Vice President of Bury and Carlson, Inc., a corporation under the laws of the State of Minnesota, on behalf of the corporation.

JACQUELINE K. LIZAKOWSKI
NOTARY PUBLIC-MINNESOTA
ANOKA COUNTY
My Comm. Expires 1-31-00

Jacqueline K. Lizakowski
Notary Public

CITY OF RAMSEY:

By: _____
Mayor

By: _____
City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 2nd day of February, 1995 1996, before me, a Notary Public, personally appeared Glen Hardin and Ryan R. Schroeder, 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 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 Glen Hardin and Ryan R. Schroeder acknowledge said instrument to be the free act and deed of said Municipal Corporation.

Jacqueline K. Lizakowski
Notary Public

This document drafted by:
The City of Ramsey
15153 Nowthen Blvd. N.W.
Ramsey, Minnesota

JACQUELINE K. LIZAKOWSKI
NOTARY PUBLIC-MINNESOTA
ANOKA COUNTY
My Comm. Expires 1-31-00

ANDERSON DAHLEN SOUTH ADDITION

CITY OF RAMSEY
COUNTY OF ANOKA
SEC. 28, T. 32, R. 25

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Ramsey, a Minnesota Municipal Corporation under the laws of the State of Minnesota, owner of the following described property:

Lot 1, Block 1, BURY AND CARLSON ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.

Have caused the same to be surveyed and platted as ANDERSON DAHLEN SOUTH ADDITION and do hereby dedicate to the public for public use the easements as shown on this plat.

In witness whereof said City of Ramsey, a Minnesota Municipal Corporation under the laws of the State of Minnesota, has caused these presents to be signed by its proper officers this ___ day of _____ , 20___ .

CITY OF RAMSEY

_____ _____

John LeTourneau, as Mayor Jo Ann Thieling, as City Clerk

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ , 20___ by John LeTourneau, as Mayor, and Jo Ann Thieling, as City Clerk, of the City of Ramsey, a Minnesota Municipal corporation under the laws of the State of Minnesota, on behalf of the corporation.

_____

_____

Notary Public, _____

My commission expires _____

I Brian Person 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 _____ , 20___ .

_____

Brian Person, Licensed Land Surveyor
Minnesota License No. 49138

STATE OF MINNESOTA
COUNTY OF ANOKA

This instrument was acknowledged before me this _____ day of _____ , 20___ by Brian Person.

_____

_____

Notary Public, Minnesota.

My commission expires _____

City Council, City of Ramsey, Minnesota

This plat of ANDERSON DAHLEN SOUTH ADDITION was approved and accepted by the City Council of the City of Ramsey, Minnesota at a regular meeting thereof held this _____ day of _____ , 20___ , 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

ANOKA 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 _____ , 20____ .

_____

Larry D. Holum,
Anoka County Surveyor

ANOKA 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 _____ , 20___ .

_____

Property Tax Administrator

By _____ , Deputy

ANOKA COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

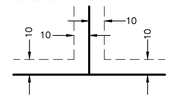
I hereby certify that this plat of ANDERSON DAHLEN SOUTH ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____ , 20___ , at _____ o'clock _ .M. and was duly recorded in Book _____ Page _____ , as Document Number _____ .

_____

County Recorder/Registrar of Titles

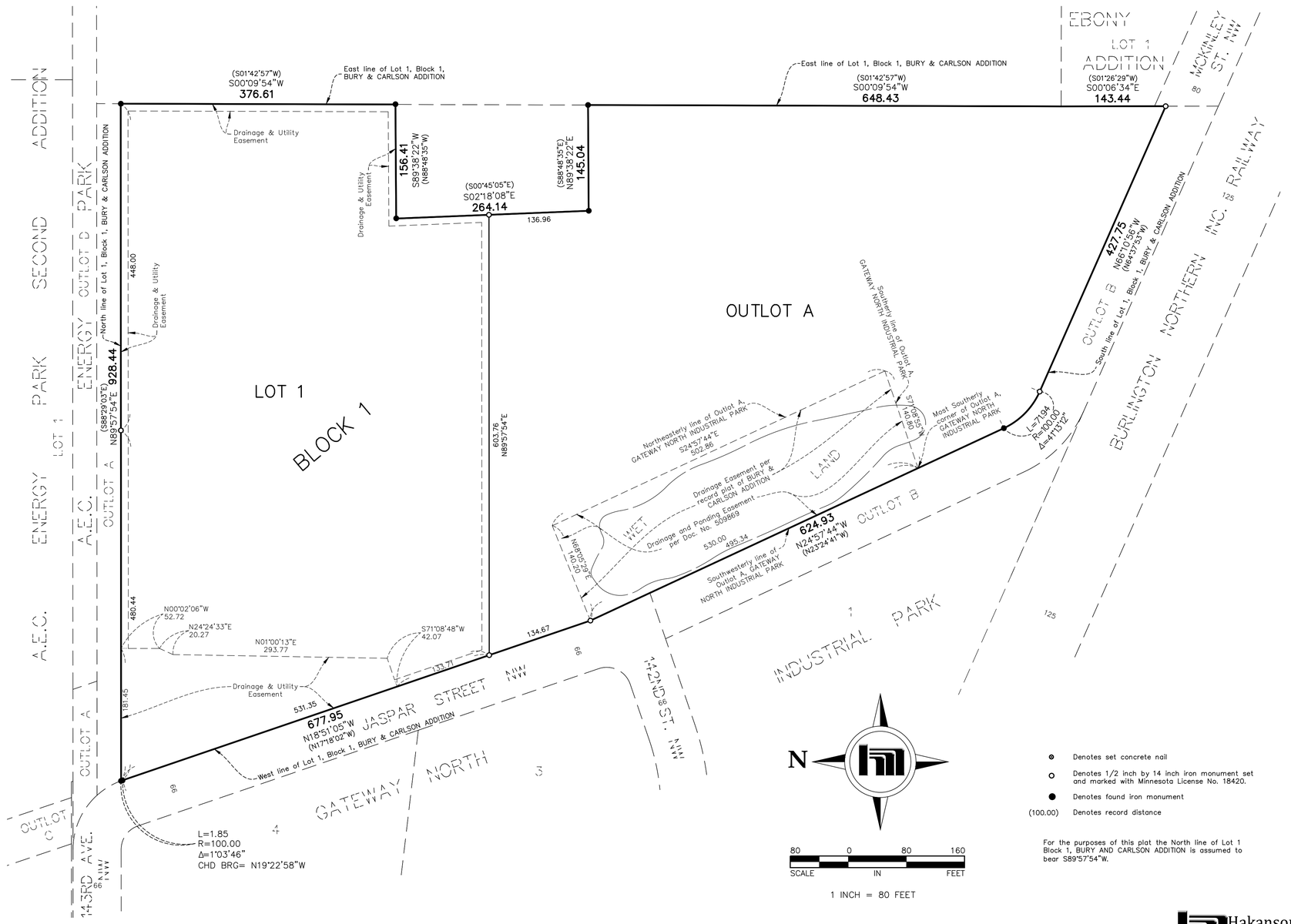
By _____ , Deputy

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



(NOT TO SCALE)

Being 10.00 feet in width and adjoining all right of way lines unless otherwise shown on this plat and being 10.00 feet in width and adjoining all side and rear lot lines unless otherwise shown on this plat.



- ⊙ Denotes set concrete nail
- ○ Denotes 1/2 inch by 14 inch iron monument set and marked with Minnesota License No. 18420.
- ● Denotes found iron monument
- (100.00) Denotes record distance

For the purposes of this plat the North line of Lot 1 Block 1, BURY AND CARLSON ADDITION is assumed to bear S89°57'54"W.

Hakanson Anderson

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

CC Regular Session **4. 14.**

Meeting Date: 08/12/2019

By: Tim Gladhill, Community Development

Information

Title:

Adopt Resolution #19-196 Approving Multiple Agreements Related to the Delta ModTech Project

- Right of Entry Agreement
- Stormwater Treatment and Ponding Maintenance Agreement
- Trail Easement

Purpose/Background:

The purpose of this case is to approve several miscellaneous agreements related to the Delta ModTech development project. As referenced at the July 23, 2019 City Council Meeting, there were a few more minor agreements pending as referenced in this case title.

As the Council recalls, approvals have been given for this 220,000 square foot industrial building located near the northeast intersection of Bunker Lake Boulevard and Puma Street. The project is expected to relocate approximately 120 jobs from an adjacent community to Ramsey and create 15 new jobs for the area. A Tax Increment Financing (TIF) Assistance Package has also been granted to the project.

Notification:

Notification is not required for this step. Notification was provided for several previous steps in this process.

Observations/Alternatives:

Right of Entry Agreement

The Right of Entry Agreement provides the City access to hydrants installed on private property to complete routine maintenance and flushing. The watermains onsite will remain private. This is a standard agreement utilized in this circumstance.

Stormwater Treatment and Ponding Maintenance Agreement

The onsite stormwater ponds will be private and maintained by the Owner. Since the ponds will not be maintained by the City, the City needs to ensure that ponds continue to function as designed. This agreement holds the Owner accountable for necessary stormwater pond maintenance.

Trail Easement

As part of the approval process, the Owner has agreed to convey the necessary trail easement needed for the future Lake Itasca Greenway. This is the legal instrument to convey said easement. The exact legal description is still being developed, and will be inserted into the final version.

Funding Source:

All costs associated with processing these agreements are the responsibility of the Applicant. A Tax Increment Financing (TIF) Assistance Package has also been granted to the project by the City of Ramsey.

Recommendation:

Staff recommends approval of these agreements.

Action:

Motion to adopt Resolution #19-196 approving Right of Entry Agreement, Stormwater Treatment and Ponding Maintenance Agreement, and Trail Easement.

Attachments

Right of Entry Agreement

Stormwater Treatment and Ponding Maintenance Agreement

Trail Easement

Resolution #19-196

Form Review

Inbox	Reviewed By	Date
Tim Gladhill (Originator)	Tim Gladhill	08/08/2019 12:14 PM
Kurt Ulrich	Kurt Ulrich	08/08/2019 03:34 PM
Form Started By: Tim Gladhill		Started On: 08/08/2019 06:53 AM
Final Approval Date: 08/08/2019		

(Reserved for Recording Data)

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT (this "Agreement"), is made on the __ day of July, 2019, by **SLP EX, LLC and AMP EX, LLC**, together the ("Developer"), are Minnesota limited liability companies, for the benefit of **CITY OF RAMSEY** (the "City"), a Minnesota municipal corporation, and is based on the following facts:

A. Developer is the owner of fee title to real prope1iy situated in the City, Anoka County, Minnesota, legally described as Lot 1, Block 1, Amsterdam Extension, according to the recorded plat thereof (the "Property").

B. Developer, or its successor in title to the Property, intends to construct on the Property certain improvements (collectively, the "Improvements") suitable for use as an industrial business, which Improvements will include a fire suppression system serving the other Improvements (the "System"), which System will include water mains, valves, hydrants and other related equipment.

C. As a condition to its approval of the construction of the Improvements, the City requires that Developer grant to the City a right of entry onto the Property to inspect and test the System.

D. The City hereby releases the Right of Entry Agreement dated May 20, 2011 and recorded with the Anoka County Recorder's Office as Document No 2022343.009, contingent upon this Right of Entry Agreement being properly executed and recorded.

NOW, THEREFORE, in consideration of the facts stated above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Developer, Developer, on behalf of itself and all future owners of the Property from time to time (each an "Owner") hereby grants to the City, its employees, agents and contractors, the right to enter onto the Property, upon reasonable prior notice to the then current Owner of the Property (which notice may be directed to the public generally, or to property owners in the area of the Property, rather than specifically to the Owner of the Property), not more frequently than twice in any calendar year except in the case of an emergency, for the sole purpose of flushing and maintaining hydrants, exercising valves and inspecting and pressure testing other elements of the System to ensure that the System is in proper working order. Such entry shall be at the City's sole cost and expense and at the City's sole risk and at no cost to Owner, it being understood that no Owner shall bear any responsibility or liability whatsoever for

the actions or omissions of the City or any of its employees, agents, contractors, or their respective employees or agents, in connection with any such entry on the Property. The City will restore (or cause to be restored) the Property to the same condition that existed immediately prior to the exercise of City's rights under this Right of Entry, as provided herein.

Nothing in this Agreement shall be construed to obligate the City to avail itself of its right of entry onto the Property, nor to grant to the City any ownership of or interest in the Property or any part thereof or the System or any component thereof, it being expressly understood that the System shall remain the property of each Owner of the Property during the period of such ownership.

IN WITNESS WHEREOF, Developer has caused this Agreement to be duly executed on the day first above written.

SLP EX, LLC:

By:_____
Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this __ day of July 2019, by _____, the _____ of _____, a Minnesota limited liability company.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
CITY OF RAMSEY
7550 Sunwood Drive Northwest
Ramsey, MN 55303

AMP EX, LLC:

By:_____
Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF ~~ANOKA~~ HENNEPIN)

The foregoing instrument was acknowledged before me this __ day of July 2019, by _____, the _____ of _____, a Minnesota limited liability company.

_____
Notary Public

Document comparison by Workshare Compare on Tuesday, August 06, 2019 3:01:23 PM

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Document 1 ID	PowerDocs://MK_MPLS/1783784/1
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Document 2 ID	PowerDocs://MK_MPLS/1783784/2
Description	MK_MPLS-#1783784-v2-Right_of_Entry
Rendering set	Standard

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Statistics:	
	Count
Insertions	16
Deletions	2
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	18

(Reserved ~~for~~ for Recording Data)

STORMWATER TREATMENT AND PONDING MAINTENANCE AGREEMENT

THIS ~~STORM WATER TREATEMENT~~ STORMWATER TREATMENT AND PONDING MAINTENANCE AGREEMENT (this "**Agreement**") is made this __ day of ~~July~~August, 2019, by and between the **CITY OF RAMSEY,** a Minnesota municipal corporation (hereinafter referred to as the "**City**") and **SLP EX, LLC and AMP EX, LLC,** Minnesota limited liability companies having an address for purposes of this Agreement of _____ (hereinafter referred to as the "**Developer**").

WHEREAS, the Developer is the fee owner of certain real prope1ty situated in the City of Ramsey, County of Anoka, State of Minnesota legally described as Lot 1, Block 1, and Outlot A, AMSTERDAM EXTENSION according to the recorded plat thereof (the "Property"); and

WHEREAS, a commercial business ("**Delta ModTech**") is proposed to be constructed on said Lot 1, Block 1 ("**Lot 1**"), and the City has required that the Developer make provisions for the construction, maintenance and repair of a storm water management system that utilizes (among other things) infiltration areas, sump manholes, storm sewer pipes, and ponding facilities ("**Storm Water Management Practices**") located within the Property, as shown on **Exhibit "A"** attached hereto and as the same are described and depicted in those certain construction plans drawn by ~~_____~~Anderson Engineering, Inc. (the "**Plans**"); and

WHEREAS, the Storm Water Management Practices are sufficient to serve portions of the Property in addition to Lot 1; and

WHEREAS, the City approved the Delta ModTech conditioned on the requirement that the Developer enter into an agreement for the maintenance of the Storm Water Management Practices within the Property; and

WHEREAS, the City and Developer desire to set forth their understanding with respect to the construction, repair and maintenance of the Storm Water Management Practices and the responsibility relating to the costs of the repair and maintenance of the Storm Water Management Practices; and

WHEREAS, the City hereby releases the Stormwater Treatment and Ponding Maintenance Agreement dated May 20, 2011 and recorded with the Anoka County Recorder's Office as Document No. 2022343.008, contingent upon this Stormwater Treatment and Ponding Maintenance Agreement

being properly executed and recorded; and

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Construction of the Storm Water Management Practices. The Developer shall construct the Storm Water Management Practices according to the Plans.

2. Maintenance of the Storm Water Management Practices. The owners from time to time of fee title to the various parcels included in the Property (collectively, the "**Owners**") shall repair and maintain the Storm Water Management Practices at no expense to the City. The Owners, by duly recorded agreement, may allocate between or among themselves their respective shares of the costs of such repair and maintenance, based on the relative benefits received by each parcel included in the Prope1ty or otherwise, but until otherwise provided in any such agreement the Owner of Lot 1 shall be solely responsible for such repair and maintenance and the costs thereof. Maintenance of the Storm Water Management Practices shall include, but not be limited to:

a. ~~(i)~~ Semi-annual inspections of all sump manholes and pond outfalls (flared end sections), with one in each spring (to remove debris, winter salt and sand deposits, etc.), and autumn (to. remove vegetation, sediment, debris, leaves, etc.). If necessary, corrective actions, including removal of all litter and debris, and replacement of mulch, vegetation, and eroded areas to ensure establishment of healthy functioning plant-life therein, shall be executed. Such inspections and corrective actions shall be documented in a maintenance log retained by the Owners and submitted to the City upon request; and

b. ~~(ii)~~ Bi-annual inspections and certifications by a professional engineer (provided by the Owners) that the Storm Water Management Practices are functioning in accordance with the Plans, and the ponding facilities have maintained the proper operation of storm water treatment in accordance with City and Lower Rum River Watershed Management Organization standards. Copies of the bi-annual inspection reports shall be provided to the City within 30 days of their preparation.

If, as a result of any inspection by the Owners or City staff, it is determined that the Storm Water Management Practices (i) have not been maintained, or (ii) are not functioning as originally designed and intended, or (iii) are in need of repair, the Owners shall restore the Storm Water Management Practices so that they function as they were originally designed and intended pursuant to the Plans.

The Developer, for itself and the Owners from time to time, agrees to be solely responsible for the repair and maintenance of the Storm Water Management Practices and the Owners shall bear all costs of such maintenance. The Owners from time to time shall be responsible for the obligations of the Developer under this Agreement, and each such Owner shall be responsible for its proportionate share of the obligations of the Developer under this Agreement only while it is an Owner. If the Owners do not unde1take the necessary maintenance within thirty (30) days of notification by the City, the City may contract such maintenance, and the costs reasonably incurred by the City for contracting such maintenance shall be reimbursed to the City by the Owners whose parcels in the Property are entitled to the benefits of the Storm Water Management Practices.

3. ~~2.~~ Assessment. The Developer, for itself and the Owners from time to time, hereby waives any statutory right to contest any assessment by the City for its costs of maintenance/repair

as permitted herein, on the basis of the benefit to p01tions of the Property.

4. ~~3.~~ Future City Policy. Notwithstanding anything contained in this Agreement to the contrary, in the event the City shall in the future establish a policy for repair and maintenance by the City of storm water management practices owned by private parties located elsewhere in the City under which policy the costs of such repair and maintenance are to be paid either out of general City revenues or by collection of utility or service fees or charges, the Owner of Lot I shall be entitled to petition the City for the inclusion of the Storm Water Management Practices under such repair and maintenance program. The recording of a certified copy of the resolution of the City Council of the City which sets forth the consent and authorization described in the foregoing sentence shall serve to terminate this Agreement, without further action on the ~~pait~~part of any party hereto.

5. ~~4.~~ Terms and Conditions. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement shall be recorded in the Anoka County, Minnesota Recorder's office at Developer's expense.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

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

CITY OF RAMSEY:

By:_____

John LeTourneau

Its: Mayor

By:_____

Kurt Ulrich

Its: City Administrator

~~**SLP EX, LLC:**~~

~~By:~~_____

~~Its:~~_____

~~**AMP EX, LLC:**~~

~~By:~~_____

~~Its:~~_____

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ of ~~July~~August, 2019, by John LeTourneau and by Kurt 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

.

SLP EX, LLC:

By:_____
Jeffrey R. Peterson, its President

AMP EX, LLC:

By:_____
Jeffrey R. Peterson, its President

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me this ____ day of _____, 2019, by Jeffrey R. Peterson, the President of each of AMP EX, LLC and SLP EX, LLC, each a Minnesota limited liability company, on behalf of each company.

_____
Notary Public

EXHIBIT ""“A””

Document comparison by Workshare Compare on Tuesday, August 06, 2019 3:25:06 PM

Input:	
Document 1 ID	PowerDocs://MK_MPLS/1784461/1
Description	MK_MPLS-#1784461-v1-Stormwater_Treatment_and_Ponding_Maintennace_Agreeemnt
Document 2 ID	PowerDocs://MK_MPLS/1784461/2
Description	MK_MPLS-#1784461-v2-Stormwater_Treatment_and_Ponding_Maintennace_Agreeemnt
Rendering set	Standard

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Statistics:	
	Count
Insertions	49

Date: _____, 2019

TRAIL EASEMENT

THIS TRAIL EASEMENT is made effective as of August ___, 2019 (the "**Effective Date**") by AM EX, LLC, a Minnesota limited liability company and SLP EX, LLC, a Minnesota limited liability company (collectively "**Owner**") to CITY OF RAMSEY, a Minnesota municipal corporation ("**City**"), in accordance with the following:

WITNESSETH:

WHEREAS, Owner is the fee owner of the real property situated in the County of Anoka, State of Minnesota, legally described as Outlot A, Amsterdam Extension (the "**Property**"); and

WHEREAS, Owner wishes to grant a permanent, non-exclusive easement for trail purposes over and across and upon that part of the Property legally described and depicted on Exhibit A attached hereto and made a part hereof (the "**Easement Area**");

NOW, THEREFORE, Owner, in consideration of the sum of One Dollar and other good and valuable consideration, to it in hand paid by Owner, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Grant of Easement. Owner hereby grants to the City a perpetual, non-exclusive easement for public trail purposes ("**Easement**"), over and across and upon the Easement Area.

2. Scope of Easement Rights. This easement includes the right of the City, its contractors, employees, agents and assigns to:

a. locate, construct, reconstruct, operate, maintain, inspect, alter and repair within the Easement Area, a public trail and associated facilities, such as pathways, directional signage and landscaping; and

b. cut, trim, or remove from the Easement Area trees, shrubs, or other vegetation that in the City's judgment unreasonably interfere with the Easement.

The City shall restore any damage to the Property during the use of its easement rights set forth above to the same condition that existed prior to such use.

3. Warranty of Grantor. The Owner warrants that it is the owner of a fee simple interest in the Property, that it has the right to grant this Easement, and that the Property is free and clear of any lien, encumbrance, easement, restriction, covenant or condition, except for those filed of record with the County Recorder or Registrar of Deeds for Anoka County, Minnesota.

4. Easement Runs with Land. This Easement runs with the land and is binding on the Owner, its heirs, successors and assigns.

IN WITNESS WHEREOF, this Grant of Easement is made effective as of the Effective Date.

AM EX, LLC
a Minnesota limited liability company

By: _____
Jeffrey R. Peterson
Its: President

SLP EX, LLC
a Minnesota limited liability company

By: _____
Jeffrey R. Peterson
Its: President

STATE OF MINNESOTA)
)SS
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by Jeffrey R. Peterson, the President of each of AM EX, LLC, a Minnesota limited liability company and of SLP EX, LLC, a Minnesota limited liability company, on behalf of each limited liability company.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY
(NAME AND ADDRESS):

Messerli & Kramer P.A.
Attn: John D. Lang, Esq.
100 South Fifth Street, Suite 1400
Minneapolis, MN 55402
612-672-3600

EXHIBIT A

Easement Area

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

RESOLUTION #19-196

RESOLUTION APPROVING RIGHT OF ENTRY AGREEMENT, STORMWATER TREATMENT AND PONDING MAINTENANCE AGREEMENT, AND TRAIL EASEMENT FOR LOT 1, BLOCK 1, AMSTERDAM EXTENSION

WHEREAS, the City of Ramsey, herein referred to as the "City," has approved a development project known as Delta ModTech (the "Developer"), contingent upon entering into several miscellaneous agreements with the City; and

WHEREAS, the Developer has provided copies of the Right of Entry Agreement, Stormwater Treatment and Ponding Maintenance Agreement, and Trail Easement for approval.

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

1) That the City approves the Right of Entry Agreement, Stormwater Treatment and Ponding Maintenance Agreement, and Trail Easement and authorizes the City Administrator and Mayor to sign on behalf of the City; subject to City Attorney review.

That 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:

and the following voted against the same:

and the following abstained:

and the following were absent:

Existing Vacancy
Existing Vacancy

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 12th of August, 2019.

_____
Mayor

ATTEST:

_____

City Clerk

CC Regular Session **4. 15.**

Meeting Date: 08/12/2019

By: Colleen Lasher, Administrative Services

Information

Title

Adopt Resolution #19-184 to Backfill the Engineering Technician II Position.

Purpose/Background:

The purpose of this case is to request authorization to hire an Engineering Technician II to backfill a position in the Engineering Department.

In April, one Engineering Department employee retired which created a promotional opportunity for another long-term employee in the Department. There is a case on tonight's agenda to authorize that promotion. The promotion creates an Engineering Technician II vacancy. It is important to note, the Department is not adding employees, but seeks to maintain staffing at the level they were at prior to the retirement. In addition, the combined staffing changes represent a savings over the previous amount budget. The duties of the Engineering Technician II are listed on the attached job description.

In order to fill the position, a recruitment process was conducted. Staff interviewed many candidates, including Mr. Logan Czech who was selected to advance in the recruitment process. Mr. Czech completed the necessary pre-employment background checks and staff recommends Mr. Czech for the full-time regular position of Engineering Technician II. Mr. Czech will be subject to a 6-month probationary period, the City's Personnel Policy and AFSCME union contract.

Funding Source:

The funding required to fill this position is included within the approved 2019 budget.

Recommendation:

Staff recommends adopting resolution #19-184

Action:

Motion to adopt resolution #19-184 to hire Mr. Logan Czech as a full-time Engineering Technician II, effective on or near September 3, 2019, at $27.12 per hour, which is step 2 of the 2019 wage scale.

Attachments

Resolution_19-184

Job_Desc.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/07/2019 04:05 PM
Form Started By: Colleen Lasher		Started On: 08/07/2019 10:30 AM
Final Approval Date: 08/07/2019		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #19-184

RESOLUTION TO BACKFILL THE ENGINEERING TECHNICIAN II POSITION

WHEREAS, there is a current vacancy in the Engineering Department due to a retirement; and

WHEREAS, a recruitment process was conducted; and

WHEREAS, Mr. Logan Czech has been selected as the top candidate for the position; and

WHEREAS, Staff completed the necessary background checks and are recommending that Mr. Logan Czech be hired as a full-time Engineering Technician II, effective on or near September 3, 2019 at $27.12 per hour; and

WHEREAS, Mr. Czech will be subject to a 6-month probationary period; and

WHEREAS, Mr. Czech will be subject to the terms of the applicable labor agreement and the City's Personnel Policy.

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

1) Motion to adopt resolution #19-184 to hire Mr. Logan Czech as a full-time Engineering Technician II, effective on or near September 3, 2019, at $27.12 per hour, which is step 2 of the 2019 wage scale.

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 12th day of August, 2019.

_____
Mayor

ATTEST:

_____
City Clerk

Engineering Technician II

Class Code: 12002

Bargaining Unit: AFSCME

CITY OF RAMSEY
Established Date: May 22, 2019
Revision Date: Jun 6, 2019

SALARY RANGE

$25.84 - $28.42 Hourly

PRIMARY OBJECTIVE OF POSITION:

Working under the general guidance and direction of the City Engineer, this position will assist in the application of principles, methods, and techniques of civil engineering technology. This position will perform and support engineering work including, but not limited to, designing, drafting, and reviewing plans. This position will also perform construction inspection and materials testing for public infrastructure projects, and will assist with land surveying. This position will also assist the Public Works department by providing snow plowing services, and perform other duties as directed.

This is an AFSCME Union Position

MINIMUM QUALIFICATIONS:

The successful applicant must possess the following minimum qualifications:

- Must have a high school diploma or equivalent
- Must have a valid state driver's license with a good driving record
- Must have completed at least two (2) years of college level coursework in civil engineering, surveying, drafting, or related field
- Must have the ability to acquire state certifications within two (2) years to provide inspection services for bituminous street, grading and base, concrete field, erosion and storm water management, and aggregate production.

Desired Qualifications:

- Graduate of a vocational/technical college in civil engineering

- Work experience in engineering design, inspection, and survey work
- Work experience with a municipal government in engineering design, inspection, survey work, and public service
- Training in drafting, Computer-Aided Design (CAD), engineering technology, civil engineering or closely related field
- Ability to use CAD and / or GIS software

RESPONSIBILITIES:

- Acquires and maintains state certifications to provide inspection services for bituminous street and plant, grading and base, concrete field, and erosion and storm water management
- Support work on a survey crew, support work in design, cost computations, and public service work such as providing information or printing maps as requested
- Review project specifications and confer with the City Engineers concerning assistance required - such as plan preparation, acceptance testing, evaluation of field conditions, design changes and reports
- Coordinate materials testing and analysis with consultants
- Prepare reports detailing tests conducted and results. Draft and prepare field notes. Document quantities, alignment, grade and locations according to project plans. Document monthly and final progress estimates
- Assist in the preparation of assessment rolls
- Make general observations of construction sites to determine conformance of sites to design specifications and report the information to the City Engineers
- Assist in the preparation of sanitary sewer, water, storm drainage, and street systems maps and databases
- Assist in the maintenance of engineering and infrastructure records. Prepare and draft as-built plans for street, water and sewer systems
- Assist in the development and maintenance of pavement management systems
- Draft detailed dimensional CAD drawings as needed
- Respond to service requests and complaints of citizens in a professional manner
- Assist in the ongoing development/maintenance of the City's GIS system, including creating maps
- Perform other duties as consistent with the tasks of the position and as may be assigned at the verbal or written direction of the City Engineer

KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to acquire and maintain state certifications to provide inspection services for bituminous street and plant, grading and base, concrete field, and erosion and storm water management
- Ability to communicate effectively (both orally and written) in English

- Ability to develop and maintain effective working relationships with staff, supervisors, contractors, developers, and the general public
- Knowledge and skilled in the use of civil engineering principles, practices, and methods as applicable to a municipal setting
- Knowledge, experience and ability to use computers, including standard office software packages
- Ability to work in a variety of weather conditions
- Ability to work independently with general supervision
- Ability to drive a motor vehicle
- Ability to physically move around on construction sites

JOB ACTIVITY REQUIREMENTS:

The following are the physical activities that are associated with this position:

- Standing
- Walking
- Lifting
- Pushing/Pulling
- Carrying
- Kneeling (bending leg at knee and resting on knee)
- Crouching (bending at knees)
- Bending at waist
- Reaching (extending hands and arms in any direction)
- Handling objects (grasping, turning or otherwise using hands or hand)
- Use of arm muscles over extended periods
- Use of leg muscles over extended periods

This job requires employees to be able to lift and carry up to 74 pounds without assistance.

The following are the working conditions of the position:

- Working Outdoors
- Working Indoors
- Operating motor vehicles
- Driving a City vehicle or personal vehicle
- Driving is an essential function of this job

CC Regular Session **4. 16.**

Meeting Date: 08/12/2019

By: Colleen Lasher, Administrative Services

Information

Title

Adopt Resolution #19-185 Promoting an Engineering Technician II to Engineering Technician IV

Purpose/Background:

The purpose of this case is to request authorization to promote a current Engineering Technician II to Engineering Technician IV.

In April, the City's Senior Engineering Technician retired which created a promotional opportunity for another long-term employee in the Department. There is a case on tonight's agenda to authorize back-filling the Engineering Technician II position. With this hire, the Engineering Technician II position will be filled. Staff recommends promoting Mr. Aaron Madsen to Engineering Technician IV. The staffing needs of the Engineering Department align well with the Engineering Technician IV position and the former Senior Engineering Technician position will remain unfilled.

As stated in the case to back-fill the Engineering Technician II position, the Department is not adding employees, but seeks to maintain staffing at the level they were at prior to the retirement. In addition, the combined staffing changes represent a savings over the previous amount budget. The duties of the Engineering Technician IV are listed on the attached job description. Mr. Madsen will be subject to the City's Personnel Policy and AFSCME union contract.

,

Funding Source:

The funding for this acton is included in the 2019 budget.

Recommendation:

Staff recommends adopting resolution #19-185.

Action:

Motion to adopt resolution #19-185 to promote Mr. Aaron Madsen to Engineering Technician IV, effective September 1, 2019 at step 4 of the Engineering Technician IV wage scale, which is $34.93 per hour.

Attachments

Job_Desc.

Resolution_19-185

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/07/2019 04:06 PM
Form Started By: Colleen Lasher		Started On: 08/07/2019 12:05 PM
Final Approval Date: 08/07/2019		

CITY OF RAMSEY POSITION ANALYSIS

POSITION TITLE: Engineering Technician IV

DEPARTMENT: Public Works

POSITION TITLE OF IMMEDIATE SUPERVISOR: City Engineer

SUBJECT TO RANDOM D.O.T DRUG AND ALCOHOL TESTING: No

FLSA STATUS: Non-Exempt

PRIMARY OBJECTIVE OF POSITION:

The primary objective of this position is to perform routine and complex technical engineering related work for environmental, water, sewer, street, and other public works projects and programs. Working under the general guidance and direction of the City Engineer, this position will assist in the application of principles, methods, and techniques of civil engineering technology. This position will also perform complex administrative and technical computer-aided and drafting work and assist in the maintenance of the City of Ramsey's GIS database.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

A. Review project specifications and confer with the City Engineers concerning assistance required such as plan preparation, acceptance testing, evaluation of field conditions, design changes, and reports
B. Coordinate materials testing and analysis with consultants
C. Prepare reports detailing tests conducted and results. Draft and prepare field notes to document quantities, alignment, grade and locations according to project plans and to document monthly and final progress estimates
D. Survey project sites to obtain and analyze topographical details
E. Record and organize special assessment information from the county and assist in the preparation of assessment rolls
F. Make general observations of construction sites to determine conformance of sites to design specifications and report the information to the City Engineers
G. Prepare detailed engineering plans and specifications and coordinate required advertising for bids
H. Assist in project management for the construction of the municipal public works projects
I. Assist in the preparation of sanitary sewer, water, storm drainage, and street system maps, databases, and comprehensive plans
J. Assist in the maintenance of engineering and infrastructure records. Prepare and draft as-built plans for street, water, and sewer systems

K. Assist in the development and maintenance of pavement management systems
L. Draft detailed dimensional CAD drawings as needed
M. Respond to service requests and complaints of citizens in a professional manner
N. Assist in the ongoing development/maintenance of the City's GIS system, including digitizing and creating maps
O. Perform other duties as consistent with the tasks of the position and as may be assigned at the verbal or written direction of the City Engineer or his/her designee

KNOWLEDGE, SKILLS, AND ABILITIES:

- Ability to communicate effectively (both orally and written) in English
- Ability to develop and maintain effective working relationships with staff, supervisors, contractors, developers, and the general public
- Knowledge and skilled in the use of civil engineering principles, practices, and methods as applicable to a municipal setting
- Knowledge, experience, and ability to use computers including software packages
- Ability to work in a variety of weather conditions
- Ability to work independently with general supervision

TRAINING AND EXPERIENCE:

Minimum Qualifications

- Must be at least 18 years of age and possess a valid Class D state Driver's License with a good driving record.
- Must have a high school diploma or equivalent
- Graduate of a vocational/technical college in civil engineering
- Advanced training in drafting, Computer-Aided Design (CAD), engineering technology, civil engineering or closely related field
- Minimum of 6 years related experience
- A combination of at least 10 years of municipal engineering experience and education will be considered
- Level II MNDOT Certification in concrete, bituminous, grading, and base

Desirable Qualifications

- Knowledge of civil engineering principles, practices, and methods as applicable to a municipal setting
- 10 years of progressively responsible experience in project management for capital improvement projects
- Level II MNDOT Certification for bridge inspection
- Proficiency in AutoCAD

JOB ACTIVITY REQUIREMENTS
Engineering Technician IV

	Job activity requirements				
	Physical Activities	**Very Important**	**Important**	**Slightly Important**	**Not Important**
1	Standing	x			
2	Sitting		x		
3	Walking	x			
4	Lifting	x			
5	Pushing / Pulling	x			
6	Carrying	x			
7	Climbing		x		
8	Kneeling	x			
9	Crawling		x		
10	Crouching	x			
11	Bending at waist	x			
12	Reaching	x			
13	Handling Objects	x			
14	Repetitive Hand Motion		x		
15	Use of Arm Muscles over Extended Periods	x			
16	Use of Leg Muscles over Extended Periods	x			
17	Overhead Work		x		
18	Stationary desk or bench work			x	

This job requires employees to be able to lift and carry up to 74 pounds without assistance.

	Job working conditions		
		Yes	**No**
1	Working Outdoors	x	
2	Working Indoors	x	
3	Operating forklifts or dangerous equipment	x	
4	Operating motor vehicles	x	
5	Providing work direction to other employees		x
6	Working with chemicals		x
7	Working near fumes and vapors		x
8	Driving a City vehicle or personal vehicle		x
9	Driving is an essential function of this job		x
10	Subject to random DOT drug and alcohol testing		x

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #19-185

RESOLUTION TO APPROVE PROMOTING AN ENGINEERING TECHNICIAN II TO AN ENGINEERING TECHNICIAN IV

WHEREAS, there is a current vacancy in the Engineering Department due to a retirement; and

WHEREAS, staff recommends promoting a current Engineering Technician II, Aaron Madsen, to Engineering Technician IV, at step 4 of the Engineering Technician IV wage scale, which is $34.93 per hour.

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

1) Motion to adopt resolution #19-185 to promote Mr. Aaron Madsen to Engineering Technician IV, effective September 1, 2019 at step 4 of the Engineering Technician IV wage scale, which is $34.93 per hour.

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 12nd day of August, 2019.

_____

Mayor

ATTEST:

City Clerk

CC Regular Session **4. 17.**

Meeting Date: 08/12/2019

Submitted For: Matt Kohner, Fire Department **By:** Matt Kohner, Fire Department

Information

Title

Adopt Resolution #19-195 Approving a Restructure to the Paid-on-call Firefighter Pay Scale

Purpose/Background:

The purpose of this case is for the City Council to consider approval of restructuring the Paid-on-call Firefighter pay scale.

The current flat hourly rate has been in place since 2016. The proposed step change structure would compensate firefighters based on years of service and medical certification level. During the first year of employment, while Firefighters are in training and unable to perform the full duties of a Firefighter, the pay is proposed to be $12.88 per hour; rather than $14.50. The top end of the scale ranges from $16.22 for Emergency Medical Responders (EMR) to $16.70 per hour for Emergency Medical Technicians (EMT). See the attached chart for full details. Budget neutral results of the proposed changes are due to not replacing Battalion Chief of Training position and discontinuing the monthly Officer stipends. The Battalion Chief of Training responsibilities will be absorbed by fulltime staff during normal business hours. Officers will now receive additional per hour compensation for actual hours worked rather than a monthly stipend. The proposed pay scale is tiered based on years of service in an effort to compensate firefighters for their experience and promote longevity.

The proposed pay scale restructure was reviewed by the members of the Joint Fire Board in July and the board recommends adopting the new pay scale.

Funding Source:

No additional funding is required. The effect of the wage scale restructure is budget neutral.

Recommendation:

Staff and members of the Joint Fire Board recommend adopting the attached resolution.

Action:

Adopt resolution #19-195 approving the Paid-on-call Firefighter hourly wage scale, effective January 1, 2020, as follows:
1) 0-1 years of service $12.88
2) 1-5 years of service $15.00 to $15.45
3) 5-10 years of service $15.60 to $16.07
4) 10+ years of service $16.22 to $16.70 per hour
5) Additional pay of $1.50 per hour for the Lieutenant positions
6) Additional pay of $2.00 per hour for the Captain positions

Attachments

FF Pay Scale

Resolution_19-195

Form Review

Inbox	Reviewed By	Date
Colleen Lasher	Colleen Lasher	08/07/2019 09:29 AM
Kurt Ulrich	Kurt Ulrich	08/07/2019 04:04 PM
Form Started By: Matt Kohner		Started On: 08/06/2019 02:07 PM
Final Approval Date: 08/07/2019		

Proposed Restructure of Paid On-Call Firefighter Pay Scale
Effective January 1st, 2020

PAY SCALE		
Years of Service	EMR	EMT
0-1 Year	$12.88	$12.88
1 year-5 years	$15.00	$15.45
5 years-10 years	$15.60	$16.07
10 years+	$16.22	$16.70
Officer Compensation- Additional Per Hour		
Lieutenant		$1.50
Captain		$2.00

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #19-195

RESOLUTION APPROVING A RESTRUCTURE TO THE PAID-ON-CALL FIREFIGHTER PAY SCALE

WHEREAS, the current Paid-on-call Firefighter wage scale structure is $14.50 per hour for all Firefighters including monthly Officer stipends; and

WHEREAS, Staff and the Joint Fire Board recommend a restructure of the current wage scale structure; and

WHEREAS, the restructure will compensate Firefighters for experience and training level.

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

1) Motion to adopt resolution #19-195 approving the Paid-on-call Firefighter hourly wage scale, effective January 1, 2020, as follows:
   1) 0-1 years of service $12.88
   2) 1-5 years of service $15.00 to $15.45
   3) 5-10 years of service $15.60 to $16.07
   4) 10+ years of service $16.22 to $16.70 per hour
   5) Additional pay of $1.50 per hour for the Lieutenant positions
   6) Additional pay of $2.00 per hour for the Captain positions

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 12th day of August 2019.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 18.**

Meeting Date: 08/12/2019

Submitted For: Grant Riemer, Engineering/Public Works

By: MaryJo Warner, Engineering/Public Works

Information

Title

Report from Public Works Committee.
1. Update on Pavement Maintenance Plan for Ferret Street and 147th Avenue Intersection: Motion for City Council to ratify the consensus of the Committee direction to suspend improvements to the intersection of Ferret Street and 147th Avenue in 2019.
2. Update on Variolite Street Reconstruction Options: Motion for City Council to ratify the consensus of the Committee direction for staff to proceed on development of the Variolite Street reconstruction project for 2020.

Purpose/Background:

1. Update on Pavement Maintenance Plan for Ferret Street and 147th Avenue Intersection:
City Engineer Westby stated that on July 11, 2017, the City Council adopted Resolution #17-07-170 authorizing the preparation of a Feasibility Report for reconstructing the street in the HY-10 Ramsey subdivision under City Improvement Project No. 18-02. On May 22, 2018, the Development Review Committee (DRC) reviewed the proposed project and provided comments on design alternatives based on the potential for future development of the HY-10 Ramsey subdivision. Given the uncertainties associated with redevelopment, staff felt it would be most cost effective to bring the bituminous pavement up to usable standards, extend utilities and concrete curb and gutter along 147th Avenue only, and not to connect the street to adjacent developments at this time. Motion for City Council to ratify the consensus of the Public Works Committee direction to suspend improvements to the intersection of Ferret Street and 147th Avenue in 2019.
2. Update on Variolite Street Reconstruction Options: City Engineer Westby stated that typically staff starts developing street reconstruction and overlay projects for the following year in July or August, based on the workload and the scope of the projects. During the last five years, staff has followed the same project development process for all street reconstruction and overlay projects using the City's adopted Special Assessment Policy and 2015-2019 Street Reconstruction and Overlay Program. City Engineer Westby provided additional details on the process which includes the creation of a Feasibility Study/Report. He noted that currently the City does not have an adopted five-year Street Reconstruction and Overlay Program identifying projects that are eligible for the use of special assessment to pay a portion of the project costs. In addition, discussions are still underway as to how the City should fund street reconstruction and overlay projects. Engineer staff are therefore not able to start developing street reconstruction and/or overlay projects for 2020.

Motion for City Council to ratify the consensus of the Committee direction for staff to proceed on development of the Variolite Street reconstruction project for 2020.

Recommendation:

1. Motion for City Council to ratify the consensus of the Committee direction to suspend improvements to the intersection of Ferret Street and 147th Avenue in 2019.
2. Motion for City Council to ratify the consensus of the Committee direction for staff to proceed on development of the Variolite Street reconstruction project for 2020.

Action:

Motion for City Council to ratify the recommendation of the Public Works Committee as follows:
1. Motion for City Council to ratify the consensus of the Committee direction to suspend improvements to the intersection of Ferret Street and 147th Avenue in 2019.
2. Motion for City Council to ratify the consensus of the Committee direction for staff to proceed on development of the Variolite Street reconstruction project for 2020.

Attachments

Agenda

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Kathy Schmitz	08/08/2019 03:44 PM
Kurt Ulrich	Kurt Ulrich	08/08/2019 04:05 PM
Form Started By: MaryJo Warner		Started On: 07/31/2019 03:09 PM
Final Approval Date: 08/08/2019		

City of Ramsey
Agenda
Public Works Committee
Tuesday, July 16, 2019
5:30 pm
Lake Itasca Room, 7550 Sunwood Drive NW

1. Call to Order

2. Citizen Input

3. Approve Agenda

4. Approve Minutes

1. Approve the following meeting minutes.
1. Public Works Committee meeting minutes dated June 18, 2019.

5. Committee Business

6. Committee/Staff Input

1. Update on Pavement Maintenance Plan for Ferret Street and 147th Avenue intersection

2. Update on Variolite Street Reconstruction Options

3. Staff Updates on Improvement Projects and Items of Interest

4. Review Future Topics Calendar

7. Adjournment

Public Works Committee **4. 1.**

Meeting Date: 07/16/2019
Submitted For: Grant Riemer, Engineering/Public Works
By: MaryJo Warner, Engineering/Public Works

Title:

Approve the following meeting minutes.
1. Public Works Committee meeting minutes dated June 18, 2019.

Purpose/Background:

Purpose: To review and approve meeting minutes.
Background: Attached are the meeting minutes for review.

Timeframe:

5 minutes.

Observations/Alternatives:

n/a

Funding Source:

n/a

Recommendation:

To review and approve meeting minutes dated June 18, 2019.

Action:

Motion to approve meeting minutes dated June 18, 2019.

Attachments

Minutes

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	07/11/2019 09:37 AM
Kurt Ulrich	Kurt Ulrich	07/11/2019 04:13 PM
Form Started By: MaryJo Warner		Started On: 07/11/2019 09:09 AM
Final Approval Date: 07/11/2019		

PUBLIC WORKS COMMITTEE
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Public Works Committee conducted a regular meeting on Tuesday, June 18, 2019, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Mark Kuzma
Councilmember Nadine Heinrich
Councilmember Chris Riley

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

1. CALL TO ORDER

Chairperson Kuzma called the regular meeting of the Public Works Committee to order at 5:31 p.m.

2. CITIZEN INPUT

There was none.

3. APPROVE AGENDA

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

Motion carried. Voting Yes: Chairperson Kuzma, Councilmembers Riley and Heinrich. Voting No: None.

4. APPROVE MINUTES

4.01: Approve May 21, 2019, Meeting Minutes

Motion by Councilmember Riley, seconded by Councilmember Heinrich, to approve the following minutes:

Regular Meeting Minutes dated May 21, 2019

Motion carried. Voting Yes: Chairperson Kuzma, Councilmembers Riley and Heinrich. Voting No: None.

5. COMMITTEE BUSINESS

5.01: Review Plan to Spend Unencumbered Pavement Management Program Funds

City Engineer Westby stated that during the May Public Works Committee meeting, staff was directed to present a case at tonight's meeting explaining the amount and sources of the unexpended pavement management program funds, why these funds were not spent earlier and the plan for spending the funds. The current balance of the unencumbered funds is approximately $901,000. This includes $872,500 from 2013 budgeted pavement management project funds that went unspent ($1,327,500 was budgeted and only $455,000 was spent) and $28,500 from five years of bond premiums and interest earnings.

City Engineer Westby stated that staff chose not to expend the funds earlier because street reconstruction bonds cannot be used to fund improvements that did not previously exist. For example, if curb and getter or sidewalk did not exist before a street was reconstructed but was to be constructed as part of a street reconstruction project, street reconstruction bonds could not fund such improvements. In addition, when the City widens or strengthens (thicker pavement section) a street, the extra costs for widening or strengthening cannot come from street reconstruction bonds. The City therefore used some of the excess funds to cover such improvements on previous projects. Given the City's long-term pavement management plan and current funding policy, these funds were retained for "un-bondable" costs that may have arisen.

City Engineer Westby stated that staff plans to expend the unencumbered funds using approximately $698,000 to cover City Improvement Project #19-01, Ford Brook Estates Street Reconstructions, and #19-03, Wood Pond Hills & Chestnut Ridge Street Reconstructions. In addition, since the City is currently considering the implementation of franchise fees, including potential rebates of these fees to offset special assessments on properties previously assessed for street reconstruction and overlay improvements, staff did not want to add another year of debt to the tax levy if the franchise fee were to be implemented. This will leave a balance of roughly $203,000 that could be used to fund franchise fee rebates if franchise fees are implemented or could be used to fund a portion of the 2020 street reconstruction or overlay improvement projects. He stated that staff plans to bring a plan forward to the Council in July for a 2020 pavement management plan.

Chairperson Kuzma stated that the City would set itself up for some difficulty if Variolite is improved without assessments. He acknowledged that if the assessments are too high, the residents would most likely object to the project.

City Engineer Westby stated that the other projects within the current 10-year CIP are proposed to be completed with assessments and have a large number of properties that would be assessed. He explained that in order to do one of those roads, staff would need to propose another five-year plan. He stated that Variolite has the smallest number of residents that would be assessed.

Chairperson Kuzma stated that if the franchise fee method is not chosen, the City would most likely have to go back to bonding.

Councilmember Riley stated that during the franchise fee meetings, one of the biggest factors for him was the cost savings the City would receive because the assessment process would be eliminated and asked for additional details.

City Engineer Westby confirmed that the requirements for assessments would be eliminated including the cost for staff to prepare and publish notifications for public hearings, pay an appraiser to prepare a special benefit consultation report, etc. He confirmed that there would be MSA funds available for reconstructing Variolite Street.

Councilmember Heinrich asked the number of MSA roads in Ramsey. She asked the number of MSA projects that have been completed.

City Engineer Westby replied that about 20 percent of roads are MSA roads in Ramsey. He explained that the City has been working under the five-year Street Reconstruction and Overlay Program, which expires in 2019, and utilized the assessment and bonding process for MSA reconstruction projects. He provided an example of an MSA road, Andrie Street, which was reconstructed in 2016.

Councilmember Riley stated that the Andrie Street project did not use MSA funds because the funds had been allocated to repay bonds for other MSA projects previously completed.

Councilmember Heinrich stated that she would prefer to use the MSA funds for reconstructing Variolite Street.

Councilmember Riley agreed. He referenced the unexpended sealcoating budgeted funds for 2019, noting that he considers those as maintenance funds that were budgeted to spend this year. He stated that he would not want to see those funds used for reconstruction projects, as it does not appear the City is keeping up on maintenance and wants to see those funds used in 2019.

City Engineer Westby stated that the crackseal project is currently out for bids. He explained that there is a lengthy process to develop, bid, and construct a new project so there may not be sufficient time to prepare another crackseal project for completion in 2019.

Public Works Superintendent Riemer stated that perhaps another $50,000 could be spent on spray patching but noted that is a slow process and therefore would not want to commit to more than that.

City Engineer Westby noted that the excess budgeted funds for 2019 is due to the decision not to sealcoat this year. He stated that perhaps additional cracksealing could completed in 2019 but was unsure if another $200,000 could be spent this year. He stated the City is hitting the targeted maintenance schedule for cracksealing in 2019, but noted Engineering would explore this and present options to spend some or all of the excess budgeted funds to Council on July 9, 2019.

Councilmember Heinrich asked for additional details on why additional cracksealing projects could not be completed in 2019.

Public Works Superintendent Riemer explained that not all roads are eligible for cracksealing. He noted that some roads may be beyond that type of repair and therefore it would be a waste of time and money.

City Engineer Westby stated that the restriction is due to time, as work needs to be completed by September so projects are typically completed in August. He explained the process required to prepare plans, advertise for bids, approve and execute a contract, then construct the improvements, which would likely not allow the work to be completed by September.

Chairperson Kuzma stated that if the franchise fees are approved, it would be helpful to have the excess funds available in 2020. He stated that he would like to see how the road funding discussions move forward before attempting to spend additional road funds.

Councilmember Riley asked if the issue of un-bondable expenses from 2013 has been solved.

City Engineer Westby confirmed that has not been an issue and provided additional details. He stated that moving forward staff does not believe it is necessary to keep the unexpended funds for that purpose.

5.02: Update on Drainage Concern Findings at 17290 Germanium Street NW

City Engineer Westby reported that in 1992 the property owner built a home on the property, and then in 1998 a garage was built in the southwest corner of the property. A new garage was subsequently built in 2005 after the original was destroyed by fire. The home was constructed north of an existing depression that can hold slightly less than a foot of water during heavy rain events. The garage was constructed within a low area of the lot with the garage door facing toward a private property to the south, which was used to access Germanium Street approximately 300 feet to the west. In 2017, construction began on the Covenant Meadows residential development, which included construction of a new public street, 172nd Lane NW, which abuts the south property line of 17290 Germanium Street NW. During construction of this development, the property owner contacted staff and the developer on numerus occasions to request modifications to the new driveway installed between his garage and 172nd Lane NW. The property owner also requested some grading modifications around the garage to prevent drainage from entering the property from the north and west. On more than one occasion, the property owner stated that there were existing standing water issues on this property.

City Engineer Westby stated that on November 13, 2018, the property owner at 17290 Germanium Street NW, Mr. Rick Aberle, informed the City Council of his concerns that runoff from the Covenant Meadows development was flooding his property. On December 18, 2018, Mr. Aberle attended the Public Works Committee meeting to again present his concerns that runoff from the Covenant Meadows development is flooding his property. Also in attendance were City Engineer Westby, Senior Engineering Technician McDowall, Civil Engineer IV Linton, and the developer of Covenant Meadows, Mr. Eric Thomsen. After much discussion, consensus was reached that Mr. Thomsen would complete the driveway improvements including grading and two eight-inch culverts and Mr. Aberle provided his permission for staff to enter his property to collect topographic data along his west property line and around and adjacent to his

garage and driveway. Based on the consensus reached at the Public Works Committee meeting, staff obtained survey grade topographic data along the west edge of Mr. Aberle's property and along the south edge of the property and reviewed the data to reach the following findings:

- Before Covenant Meadows was development, 11.125 acres of land drained onto Mr. Aberle's property from the north and west, contributing 3.1 cubic feet per second of runoff from a 100-year storm event.
- After Covenant Meadows was developed, 1.306 acres of land drain onto Mr. Aberle's property from the north and west, contributing 0.75 cubic feet per second of runoff from a 100-year storm event.
- The Covenant Meadows development did not alter drainage patterns along the west or south sides of Mr. Aberle's property.
- The low areas in the interior of Mr. Aberle's property existed before the Covenant Meadows development was constructed.
- Mr. Aberle's concerns with drainage in and around his garage resulted from the grading modifications Mr. Aberle completed during construction of the Covenant Meadows development.
- Lastly, staff recommended filling the low area to allow stormwater runoff to drain to the south and east without ponding.

City Engineer Westby reported that Mr. Thomsen installed the two eight-inch culverts and re-graded Mr. Aberle's driveway this spring as promised. Staff believes that the property owner's concerns as stated are unfounded. He noted that the property owner has not responded to the letter sent by City staff over one month ago.

Chairperson Kuzma stated that it appears the City has done everything it could, and the matter should be considered closed.

Councilmember Heinrich stated that in her opinion the letter was an opportunity for the resident to reply and agrees that the matter should be considered closed.

Councilmember Riley confirmed that the City has done its work.

It was the consensus of the Committee that this issue is closed, that no further contact with the property owner is required in regard to this matter, and that the property owner does not need to be invited back to address the Committee on this matter.

City Engineer Westby stated that the property owner on the other side of 172nd Lane NW has come to City staff with concern over standing water on his property this spring. He stated that staff worked with that property owner a lot during the Covenant Meadows project to ensure that the desired access to his shed could be provided. He stated that he did go to the resident's property and staff is going to look at the ditch line along that property to further investigate if something needs to be done to resolve his concerns.

6. COMMITTEE / STAFF INPUT

6.01: Staff Updates on Improvement Projects and Items of Interest

City Engineer Westby provided an update on City improvement projects, Anoka County improvement projects, MnDOT improvement projects, and other items of interest.

Public Works Superintendent Riemer provided an update on manganese testing that has recently been completed at 15 different locations, noting that the levels at each location were below the required threshold for bottle feeding infants of 100 ppb.

Councilmember Riley asked if something could be publicized showing the updated testing results.

City Administrator Ulrich confirmed that an update would be provided on the City website and social media sites and noted that a press release could also be developed.

Public Works Superintendent Riemer provided an update on patching, noting that 74 tons have been shoveled off trucks so far this season.

Chairperson Kuzma stated that public works is doing a great job in response to resident concerns that he has received and referred to City staff.

Councilmember Heinrich stated that perhaps the process required for staff to fill potholes would be a good public education item, noting that she was unaware of the lengthy process.

City Engineer Westby stated that he was contacted by a resident on Waco Street between Sunwood and 150th about the condition of that roadway. He noted that segment of roadway is very wide and is in very poor shape. He believed the road is on the CIP for 2023. He noted that the resident did ask for a sample petition to ask the City to reconstruct that one block segment. He stated that he is unaware if that will move forward but wanted to advise the Committee about the possibility of a petition coming forward.

Councilmember Riley referenced the Armstrong roundabout at Alpine Drive and asked why construction is proposed in three to four years if the County has already received the funds.

City Engineer Westby stated that it is due to the type of funds, noting that the funds will not be available until that time. He explained that the County will start designing the project prior to that time and then begin construction when the funds are made available.

6.02: Review Future Topics Calendar

City Engineer Westby reviewed the future topics calendar.

Councilmember Riley asked if updates regarding manganese would come to the Committee or full Council.

City Administrator Ulrich stated that the City is preparing an RFP to study the water system and the recommended treatment system. He stated that once proposals are received, three proposals would be brought back to the full Council for review.

7. ADJOURNMENT

Motion by Councilmember Riley, seconded by Councilmember Heinrich, to adjourn the Public Works Committee meeting.

Motion carried.

The regular meeting of the Public Works Committee adjourned at 6:38 p.m.

Respectfully submitted,

_____

Grant Riemer
Public Works Superintendent

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

Public Works Committee **6. 1.**

Meeting Date: 07/16/2019

By: Bruce Westby, Engineering/Public Works

Title:

Update on Pavement Maintenance Plan for Ferret Street and 147th Avenue intersection

Purpose/Background:

Purpose:

The purpose of this case is to provide an update on Staff's pavement maintenance plan for the intersection of Ferret Street and 147th Avenue.

Background:

On July 11, 2017, the City Council adopted Resolution #17-07-170 authorizing the preparation of a Feasibility Report for reconstructing streets in the HY-10 Ramsey subdivision under City Improvement Project No. 18-02. These streets included 146th Avenue, 147th Avenue, and Ferret Street, which totaled approximately 1,400 feet (0.27 miles) in length. These streets were constructed in 1988 using bituminous pavement and curb, are 40 feet wide from face-of-curb to face-of-curb, and are generally centered within a 66-foot wide right-of-way.

On May 22, 2018 the Development Review Committee (DRC) reviewed the proposed project and provided comments on design alternatives based on the potential for future development of the HY-10 Ramsey subdivision. Given the uncertainties associated with redevelopment, staff felt it would be most cost effective to bring the bituminous pavement up to usable standards, extend utilities and concrete curb and gutter along 147 th Avenue only, and not to connect the streets to adjacent developments at this time.

Staff prepared a draft Feasibility Report based on input from the DRC, which included an engineer's opinion of probable project costs of $288,000. The project was proposed to be funded using a combination of special assessments to benefitting properties, street reconstruction bond proceeds, and stormwater utility funds. Sewer and Water Utility Funds would be used to pay for any public utility improvements.

Nine (9) parcels were identified as receiving special benefit from the improvements. Four of the parcels had permanent structures, and the other five were undeveloped. Several of the parcels were listed for sale, including two City-owned parcels, as identified in the preliminary Assessment Map and Roll included in the Feasibility Report.

Staff originally intended to conduct a public information meeting with benefiting property owners of HY-10 Ramsey while preparing the Feasibility Report to explain the purpose and need for the proposed improvements, the scope of the improvements, estimated costs, the proposed funding program, and proposed schedule. However, due to growing uncertainties surrounding the future use of adjacent parcels, Staff determined it would be best to prepare a Feasibility Report before scheduling and conducting the public input meeting to help keep discussions focused.

On August 21, 2018 the Public Works Committee provided a recommendation to the City Council to review the Draft Feasibility Report and order a Public Input Meeting for September 13, 2018.

On August 28, 2018 the City Council ordered a public input meeting for September 13, 2018 to gather feedback on the proposed improvements from benefiting property owners.

On September 13, 2018 Staff conducted a public information meeting. Meeting notices were mailed to all owners of benefiting properties, which included all properties having access onto street segments proposed to be improved. None of the benefiting property owners attended the meeting, or called in advance to discuss the project. However,

after the meeting Staff was contacted by two benefiting property owners and both were opposed to reconstructing the streets at that time stating redevelopment was imminent. Since such time, Staff has met with the property owners and the general consensus of all is that redevelopment is imminent so streets should not be reconstructed at this time.

On October 16, 2018 Staff provided an update on the draft Feasibility Report to the Public Works Committee.

On October 23, 2018 the City Council adopted Resolution #18-218 accepting the Feasibility Report for Improvement Project #18-02, HY-10 Ramsey Street Reconstructions, along with Staff's recommendation to shelve the project until such time that it is no longer needed or the adjacent property owners request that the streets be repaired. Minutes from the October 23, 2018 City Council meeting are attached.

In subsequent discussions between Staff and the Public Works Committee, Staff received consensus approval from the Public Works Committee to reconstruct the pavement at the intersection of Ferret Street and 147th Avenue in 2019 using in-house resources to ensure that the intersection could continue to be safely used by the public, and effectively maintained by the City.

Timeframe:

Staff anticipates approximately 5 minutes will be required to present and discuss this case.

Observations/Alternatives:

Since October 2018, several events have transpired that have caused Staff to question the cost-effectiveness of reconstructing the intersection of Ferret Street and 147th Avenue in 2019. These include;

1. PSD, LLC's proposed retail development west of Armstrong Boulevard between 146th and 1447th Avenues.
2. Chalich Trucking, who was the primary user of this intersection, sold their property over the winter.
3. Public Works Street Department crews have been extremely busy patching streets this spring and summer, and will need to continue doing so into October based on the poor condition of numerous streets throughout the City, and based on City Council's approval to purchase a new heated patching trailer and to rent additional spray patching equipment this summer/fall.

Based on these recent developments, Staff proposes to suspend improving the intersection of Ferret Street and 147th Avenue in 2019, and instead monitor pavement conditions at the intersection and recommend future improvements as needed.

Funding Source:

Dependent on discussions.

Recommendation:

Staff recommends suspending improvements to the intersection of Ferret Street and 147th Avenue in 2019 for reasons noted earlier. Instead, Staff will continue to monitor pavement conditions and will recommend future improvements as needed.

Action:

Dependent on discussions.

Attachments

102318 CC minutes

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	07/11/2019 09:39 AM

Kurt Ulrich	Kurt Ulrich	07/11/2019 04:11 PM
Form Started By: Bruce Westby		Started On: 07/08/2019 03:39 PM
Final Approval Date: 07/11/2019		

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CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey City Council conducted a regular meeting on Tuesday, October 23, 2018, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

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

Members Absent: None

Also Present: City Administrator Kurtis Ulrich
Police Chief Jeff Katers
Parks and Assistant Public Works Superintendent Mark Riverblood
Public Works Superintendent Grant Riemer
Community Development Director Timothy Gladhill
City Engineer Bruce Westby
City Planner Chloe McGuire Brigl
City Planner Chris Anderson

1. CALL TO ORDER

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

2. PRESENTATION

There were none.

3. CITIZEN INPUT

Shauna Schwartz, 6998 170th Trail NW, requested to change some of the City's ordinances. She stated that her family has lived in Ramsey for 15 years and during that time, the community has gone through a number of changes. She stated that the old ordinances were designed for the old Ramsey and not the new more developed Ramsey. She provided a list of the ordinances to staff and summarized a list of benefits that would be provided to both staff and residents if these changes were made.

Acting Mayor LeTourneau thanked Ms. Schwartz for her input. He agreed that some of the ordinances that were created for the original rural Ramsey community may not fit as well with

the more developed and dense areas of the community. He stated that staff and the Council are willing to review the ordinances to improve the conditions that Ms. Schwartz is experiencing.

4. CONSENT AGENDA

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

4.01: Receive September 2018 Financial Reports – General Fund and Enterprise Funds
4.02: Note the Following Boards and Commissions Meeting Minutes:
- Environmental Policy Board Meeting Minutes dated August 20, 2018
- Park and Recreation Meeting Minutes dated September 13, 2018
- Economic Development Authority Meeting Minutes dated September 13, 2018

4.03: Approve the following Meeting Minutes:
1) City Council Work Session dated October 9, 2018
2) City Council Regular dated October 9, 2018

4.04: Approve Licenses:
4.05: Adopt Resolution #18-224 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of October 4, 2018 through October 17, 2018
4.06: Adopt Resolution #18-200 Site Plan and a Conditional Use Permit at 9500 156th Avenue NW Allowing Outdoor Storage as a Principle Use Contingent Upon Compliance with the Staff Review and City Engineer Approval
4.07: Adopt Resolution #18-225 Approving Lease Agreement with Todd Bialon (EZ Auto)
4.08: Adopt Resolution #18-226 Approving 2019 Municipal Recycling Funding Request to Anoka County

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

5. APPROVE AGENDA

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

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

6. PUBLIC HEARING

There were none.

7. COUNCIL BUSINESS

7.01: Consider Adopting Resolution #18-223 Granting Revised Site Plan Approval of Regency Ponds Self Storage Facility

Acting Mayor LeTourneau noted this item has been tabled at the request of the applicant.

7.02: Consider Request for a Zoning Text Amendment to the B-1 and B-2 Business Districts and a Conditional Use Permit for the Operation of a Religious Institution in the B-1 General Business District (Project No. 18-151); Case of House of God Church

- **Adopt Ordinance #18-15 (Zoning Text Amendment)**
- **Adopt Resolution #18-208 (Conditional Use Permit)**

City Planner Anderson reviewed the staff report and recommendation to Adopt Ordinance #18-15 to amend the conditional uses in the B-1 and B-2 Business Districts and adopt Resolution #18-208 granting a Conditional Use Permit for a religious institution on the subject property. The City Council has already introduced the proposed Zoning Amendment and it is now eligible for adoption. The proposed use seems reasonable for the subject property. There appears to be adequate space for parking to accommodate the existing membership. Only minor interior building modifications will be necessary to accommodate the change in use. The applicant is aware of the existing encroachments that would need to be eliminated, which address an issue that has been known for some time now. The only potential concern has to do with future parking accommodations should the congregation grow. However, there is always the possibility of a shared parking agreement with the adjacent property owner, should that be necessary.

Councilmember Riley asked for additional details on a Conditional Use Permit in general.

City Planner Anderson reported that if approved a Conditional Use Permit would be recorded with the land and not the property owner and would therefore run in perpetuity as long as the use remains compliant with the conditions. He explained that the City is not obligated to approve a conditional use and reviewed some of the elements that are considered to determine if a use is appropriate for a specific property.

Councilmember Johns stated that it would be nice to see something happen in that area as it has been a vacant site for some time and therefore this seems to be a good reuse of the property.

Acting Mayor LeTourneau stated that the neighboring property owner, Total Defense, has been a great community partner and business in the community and has expressed support for this application.

Yakov Gradinar, applicant, stated that they have relocated from Portland, Oregon and believe that this would be a good opportunity to reuse the bank building. He stated that they have had a great experience in working with City staff. He stated that as the church congregation grows in the future they would like work with the City to further remodel the building.

Motion by Councilmember Johns, seconded by Councilmember Kuzma, to waive the City Charter requirement to read the ordinance aloud and to Adopt Ordinance #18-15 Amending Article II, Division 4, Section 117-114 (B-1 General Business District) and Section 117-115 (B-2 Highway Business District) of the Ramsey City Code.

A roll call vote was performed by the Recording Secretary:

Councilmember Shryock	aye
Councilmember Riley	aye
Councilmember Johns	aye
Councilmember Kuzma	aye
Acting Mayor LeTourneau	aye

Motion carried.

Motion by Councilmember Johns, seconded by Councilmember Kuzma, to Adopt Resolution #18-208 Approving a Request from House of God Church for a Conditional Use Permit to Allow a Religious Institution in the B-1 Business District at the Property Located at 5909 167th Avenue NW

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

7.03: Consider Entering into MOU and Voluntary Cost Share Agreement with Anoka County Regional Economic Development Partnership

Community Development Director Gladhill reviewed the staff report and recommendation from the EDA at their October 11 meeting to approve participation in the Anoka County Regional Economic Development Partnership and authorize entering into a Memorandum of Understanding (MOU) and Voluntary Cost Share Agreement. He noted that the contribution amount for the City of Ramsey would be $1,506 and it could be funded through the Ramsey HRA Fund held at Anoka County.

Councilmember Kuzma asked for more information on the Ramsey HRA Fund.

Community Development Director Gladhill stated that the fund was originally established for the Anoka County Savannah Oaks development on Highway 5 and St. Francis Boulevard. He provided additional details on the fund and how it can be used.

Councilmember Kuzma commented that this would be a good investment on the part of the City and could help to bring in additional businesses to the community.

Councilmember Riley stated that the new Economic Development Specialist at the County is offering help to all the member cities to increase marketing, which will be a good opportunity for the City of Ramsey in return for a small financial contribution.

Acting Mayor LeTourneau also expressed support for this initiative. He expressed thanks for the efforts of Connexus Energy and Metro North, which resulted in the study and being able to move forward in a way that will benefit not only Ramsey but the other communities in Anoka County as well. He believed that this would be a great step forward that could bring forth additional opportunities.

Councilmember Shryock stated that the MOU is for 2019 and asked if this would be revisited in future years.

Community Development Director Gladhill stated that this would be for 2019 and as the partnership continues, the participation would be evaluated on an annual basis.

Motion by Councilmember Riley, seconded by Councilmember Johns, to approve participation in the Anoka County Regional Economic Development Partnership and to authorize entering into a Memorandum of Understanding and Voluntary Cost Share Agreement, subject to City Attorney approval.

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

7.04: Provide Feedback on Preliminary Plat Application for Shade Tree Cottages; Case of Shade Tree Communities

City Planner McGuire Brigl reviewed the staff report and asked for general feedback for the applicant on whether the proposal would be approved or if there is anything specific that the applicant should add to their plans.

Councilmember Johns commented on the proximity to the development to the north and asked the type of transitioning that would be provided as the uses are not complementary.

Community Development Director Gladhill stated that there would be a 28-foot private road with buffering. He stated that the overall density of the site is low because of the amount of wetland on the site. He explained that the density is then clustered because of the unbuildable areas. He stated that there have been comments from neighboring property owners against this development and noted that there have been workshops held to have additional public discussion. He noted that ultimately the Planning Commission tabled the topic at their meeting earlier this month. He stated that the property is zoned low density residential but the issue that has arisen from residents is with the lot sizes proposed. He stated that the density transitioning would be met with the private road and buffering.

City Planner Brigl stated that there would also be a retaining wall as the property to the north is on higher ground and therefore the properties to the north would be looking more at rooftops. She stated that a public workshop was held in the spring and many of the residents at that time stated that they loved the wetlands and would like them protected but acknowledged that development was coming for this site.

Councilmember Riley asked if there are any concerns with preserving the wetlands or with the development of land near the wetlands.

City Planner Brigl noted that this application would meet the setback requirements from the wetland. She noted that the applicant would need to obtain a permit from the Lower Rum River Water Management Organization (LRRWMO) and would also need to have a review from the engineering department. She confirmed that the proposed cul-de-sac would be within the allowed length.

Acting Mayor LeTourneau asked if the Environmental Policy Board (EPB) has had a chance to review this request.

City Planner Anderson did not believe that this case has been before the EPB. He stated that he can review the records and if the group has not reviewed the case that could occur. He stated that the buffer requirements are through the LRRWMO and would help to filter and prevent sediment that would be generated by construction from going into the wetland.

Acting Mayor LeTourneau stated that it appears that there has been thorough discussion but agreed that if the case had not gone before the EPB, it would be a good idea for that group to provide input.

Councilmember Shryock acknowledged that this area is lower and asked if there would be basements on these homes.

Mark Strandland, Shade Tree, replied that a number of the homes would have basements.

Councilmember Shryock asked if there would be an HOA to maintain the private road.

Mr. Strandland confirmed that an HOA would maintain the road and common ground on the property along with the common amenities.

Councilmember Shryock stated that sometimes when there is a wetland buffer, residents can become confused on where their property lines are and asked if there would be clear delineation of where the property line is near the wetland.

City Planner Brigl stated that encroachment on the wetland buffer is less likely to occur with a detached townhome product but noted that staff can work with the applicant if desired to provide further delineation.

Mr. Strandland stated that the HOA would maintain the common areas and there would be architectural controls to ensure that homeowners do not encroach on the wetland buffer areas.

Councilmember Shryock stated that she would be interested to know more about whether the trails would be public versus private.

Mr. Strandland replied that is still being discussed, but believed the trails would be public to provide further benefit to the public.

Councilmember Riley asked for details on the private road and why the width would be smaller than normal.

Mr. Strandland stated that the road would be maintained by the association and the smaller width would provide a larger buffer between the property and the adjacent properties to the north.

Community Development Director Gladhill stated that staff is comfortable with that width because the road will be privately maintained. He confirmed that public safety is not a concern with the road width.

Councilmember Johns asked if Potassium is within the plat and whether improvement to that road would occur with this project.

City Planner Brigl confirmed that would be a part of this plat. She noted that the road is currently a 20-foot-wide gravel road and would become a 24-foot-wide paved roadway with this project. She confirmed that she did receive the input desired from the Council tonight.

7.05: Consider Adoption of Resolution #18-217 Supporting Metropolitan Council Funded Study for Northwest Metropolitan Area Regional Surface Water Supply System

City Engineer Westby reviewed the staff report and recommendation to adopt Resolution #18-217 supporting a Metropolitan Council funded study to explore alternatives and costs for a regional surface water supply system in the northwest metropolitan area. He noted that on October 16, 2018 the Public Works Committee reviewed the draft resolution and adopted a motion to pass the resolution on to the City Council for review without a formal recommendation from the Public Works Committee. One Committee member questioned why the cities would lead the study and not the Met Council, and whether Met Council could use the results to require future conversion to a surface water supply system. Discussion followed regarding the Department of Natural Resources requirement to conduct a pilot study at the City's expense to explore the potential use of surface water as a supply source at the time the City applied for a permit to construct its last groundwater well. Staff noted that the Metropolitan Council has no statutory authority over municipalities regarding water use restrictions or water supply capital improvements, and that Minnesota Statute 473.1565 directs their work as noted in the resolution. Staff also noted that the Met Council wants the cities to assume control over the study to ensure that the results are applicable to the needs of each of the cities. It is therefore staff's position that the results of the study cannot be used by the Metropolitan Council to commit the City to using surface water as a water supply course. Instead, staff believes that the study will provide valuable information to the cities for guidance in future water supply planning efforts.

Councilmember Riley stated that it speaks volumes that Ramsey asked its neighbors and they all declined. He stated that when Blaine was looking for permission to drill new wells, they commissioned a study where they turned on all their pumps and ran them steady for one week to determine if there was an effect on the aquifer and there was little to no effect. He stated that the

DNR recently stated that they used state of the art groundwater flow models for White Bear Lake and found that the levels of the lake would be sustainable. He believed that it would be crazy for Ramsey to study an expensive way to obtain lower quality, more expensive water, and therefore he would not support this action. He stated that he also does not support anything that brings the Metropolitan Council into Ramsey.

Councilmember Kuzma asked if there is a cost to the City to have the study completed.

City Engineer Westby confirmed that the only cost to the City would be the staff time used.

Councilmember Kuzma asked if there is a known length of time before there would be issues with the aquifer.

City Engineer Westby replied that there is no known timeline. He stated that as far as staff can tell the system is operating fine. He noted that before another well could be drilled, a study would need to be done to determine the best locations. He confirmed that there are no known issues with the aquifer at this time. He stated that this would allow the City to look at a more sustainable water supply source that recharges more quickly. He stated that the City has had these discussions with the DNR and Metropolitan Council and even if the City chose to move forward with surface water, groundwater could be used as a backup.

Councilmember Shryock stated that Ramsey only has one aquifer available and asked how unique that is in the metro area. She asked the type of information that would be provided through the study.

City Engineer Westby replied that the study would look at the alternatives and options for this area for surface water supply. He stated that it would explore the feasibility of a surface water supply, plant and potential cost. He was unsure of the number of communities that only have one aquifer available to draw from. He stated that there are roughly seven or eight aquifers available to different communities in the metro area because of the different depths. He stated that there is one more aquifer below the aquifer Ramsey uses, but Ramsey is not allowed to use that aquifer.

Acting Mayor LeTourneau asked if the adjacent communities in Anoka County are also accessing the same aquifer that Ramsey utilizes.

City Engineer Westby replied that many other communities have access to the same aquifer that Ramsey uses, but noted that some of those communities have access to additional aquifers.

Acting Mayor LeTourneau stated that it was his recollection that the region is worried about the growth in the region and how that will affect the aquifer in the future, rather than the current demand. He stated that the greatest area of recharge is within the Ramsey area and therefore there was concern on how to meet the recharge demand at a rate that will equal the rate of use in the future.

City Engineer Westby confirmed that Ramsey is within the Anoka sandplain and is able to recharge the aquifer more quickly, while some other communities are not able to do that. He stated that the price for being located in the Anoka sandplain is the responsibility for assisting in the recharge.

Acting Mayor LeTourneau stated that he believes it would make sense to participate in the study.

City Engineer Westby stated that when staff has reached out to communities in the past, a lot of the discussions go towards cost and the City has not had information on cost to share. He stated that a benefit of this study would be providing some of those cost estimates which could be shared with other communities and potentially bring in other additional communities.

Councilmember Johns asked if there would be a shelf life for the study as Ramsey already has plans for a number of years in the future.

City Engineer Westby acknowledged that there is always a shelf life for plans but noted that the results of the study, by and large would have a fairly long shelf life.

Councilmember Riley stated that the study does not need to be done to determine that this will be a much more expensive source of water. He stated that it also does not coordinate well with the current water supply system or systems used by the neighboring communities. He believed that the answer would be that this would be too expensive and therefore did not see a purpose in doing the study.

Councilmember Shryock stated that perhaps the information in the study would bring interest from additional communities in future participation. She stated that having this identification of a potential location for a treatment center could bring in additional communities.

Councilmember Kuzma stated that while he can understand the comments of Councilmember Riley, he believed that it is helpful to have options on the table. He stated that if there was an issue with the aquifer in the future, he would like to have options.

Motion by Councilmember Kuzma, seconded by Councilmember Shryock, to Adopt Resolution #18-217 Supporting Metropolitan Council Study for Northwest Metropolitan Area Regional Surface Water Supply System.

Further discussion: Councilmember Shryock stated that while she understands that there are concerns in working with the Metropolitan Council, State statute does not allow the Met Council to require the City to do anything with the study results. Councilmember Johns agreed that this would be a planning document. Acting Mayor LeTourneau acknowledged the informed comments of Councilmember Riley. He stated that the study will provide the City with the answers that it needs for this topic. He believed that the City should look for ways to use the Met Council in ways that benefits the City rather than the other way around.

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

7.06: Consider Adoption of Resolution #18-218 Accepting Feasibility Report for Improvement Project #18-02, HY-10 Ramsey Street Reconstructions

City Engineer Westby reviewed the staff report and recommendation to adopt Resolution #18-218 accepting Feasibility Report for Improvement Project #18-02 HY-10 Ramsey Street Reconstructions, along with staff's recommendation to shelve the project until such time that it is no longer needed or the adjacent property owners request that the streets be repaired.

Councilmember Kuzma stated that the property owners provided input and do not want to move forward on the project and therefore he supports the recommendation of staff.

Motion by Councilmember Kuzma, seconded by Councilmember Johns, to Adopt Resolution #18-218 Accepting Feasibility Report for Improvement Project #18-02, HY-10 Ramsey Street Reconstructions and accept the recommendation of staff to shelve the project until such time that it is no longer needed or the adjacent property owners request that the streets be repaired.

Further discussion: Councilmember Riley stated that shelving this project is more than a result of the landowners asking not to move forward. He explained that this area is ripe for redevelopment and therefore the City was already trying to do this project as cheap as possible. He stated that when the landowners asked the City to wait for the redevelopment that seemed to make sense. Acting Mayor LeTourneau stated that part of the City process allows for a group of landowners to object to the project and stop it and asked if the City is following the process appropriately and consistently. City Engineer Westby explained that this situation is different as the City expects redevelopment to happen in this area based on the evidence of all the properties that are for sale. He stated that when redevelopment occurs, the streets will not be in the same configuration. He stated that in the residential neighborhood the roads were not being reconfigured, the City was simply trying to maintain the residential roadway. Acting Mayor LeTourneau stated that his concern is not with the reasoning but whether a project would be verbally petitioned in the future when the policy requires written petition. City Engineer Westby appreciated the input and stated that staff will take that input. He stated that in this situation staff believes that this is the right recommendation. Acting Mayor LeTourneau agreed that this would not be a good use of City resources.

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

7.07: Consider Adoption of Resolution #18-219 Accepting Feasibility Report and Ordering Public Hearing for Improvement Project #19-01, Ford Brook Estates Street Reconstructions

City Engineer Westby reviewed the staff report and recommendation to adopt Resolution #18-219 accepting the Feasibility Report and ordering a public hearing for November 13, 2018 for Improvement Project #19-01, Ford Brook Estates Street Reconstructions. He noted that this will allow the project to be constructed as part of the 2019 Street Maintenance Program and will allow for the use of special assessments to pay for a portion of the project costs per the

applicable provisions of the City Charter, the City's Special Assessments Policy, and Minnesota Statute, Chapter 429.

Councilmember Johns stated that this will be a great improvement, moving the kids bus stop from 47 into the cul-de-sac.

Motion by Councilmember Johns, seconded by Councilmember Riley, to Adopt Resolution #18-219 Accepting Feasibility Report and Ordering Public Hearing for Improvement Project #19-01, Ford Brook Estates Street Reconstructions.

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

7.08: Consider Adoption of Resolution #18-220 Accepting Feasibility Report and Ordering Public Hearing for Improvement Project #19-02, Brookview Estates Street Reconstructions

City Engineer Westby reviewed the staff report and recommendation to adopt Resolution #18-220 accepting the Feasibility Report and ordering a public hearing for November 13, 2018 for Improvement Project #19-02, Brookview Estates Street Reconstructions. He noted that this will allow the project to be constructed as part of the 2019 Street Maintenance Program and will allow for the use of special assessments to pay for a portion of the project costs per the applicable provisions of the City Charter, the City's Special Assessments Policy, and Minnesota Statute, Chapter 429.

Councilmember Johns stated that she was pleased to see the drainage improvements proposed with this project.

Motion by Councilmember Johns, seconded by Councilmember Riley, to Adopt Resolution #18-220 Ordering Feasibility Report for Improvement Project #19-02, Brookview Estates Street Reconstructions.

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

7.09: Consider Adoption of Resolution #18-221 Accepting Feasibility Report and Ordering Public Hearing for Improvement Project #19-03, Wood Pond Hills and Chestnut Ridge Street Reconstructions

City Engineer Westby reviewed the staff report and recommendation to adopt Resolution #18-221 accepting the Feasibility Report and ordering a public hearing for November 13, 2018 for Improvement Project #19-03, Wood Pond Hills and Chestnut Ridge Street Reconstructions. He noted that this will allow the project to be constructed as part of the 2019 Street Maintenance Program and will allow for the use of special assessments to pay for a portion of the project costs per the applicable provisions of the City Charter, the City's Special Assessments Policy, and Minnesota Statute, Chapter 429.

Motion by Councilmember Shryock, seconded by Councilmember Johns, to Adopt Resolution #18-221 Ordering Feasibility Report for Improvement Project #19-03, Wood Pond Hills and Chestnut Ridge Street Reconstructions.

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

8. MAYOR, COUNCIL AND STAFF INPUT

City Administrator Ulrich announced upcoming meetings and events.

9. ADJOURNMENT

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

Motion carried.

The regular meeting of the City Council adjourned at 9:09 p.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Katie M. Schmidt
Administrative Assistant

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

Public Works Committee **6. 2.**

Meeting Date: 07/16/2019

By: Bruce Westby, Engineering/Public Works

Title:

Update on Variolite Street Reconstruction Options

Purpose/Background:

Purpose:

The purpose of this case is to update the Public Works Committee on options for reconstructing Variolite Street in 2020.

Background:

Engineering Staff typically start developing street reconstruction and overlay projects for the following year in July or August based on workload and the scope of projects. During the last 5 years, Staff has followed the same project development process for all street reconstruction and overlay projects using the City's adopted Special Assessments Policy and 2015 – 2019 Street Reconstruction and Overlay Program. Copies of both documents are attached to this case for reference.

The first step in the project development process is to request Council authorization to prepare a Feasibility Report. This report explores numerous aspects of the proposed improvements including whether they are feasible, necessary and cost-effective, and whether they should be completed alone or in conjunction with other improvements. Estimated project costs and a project funding program are also developed in greater detail than what was used to estimate costs and funding sources for the Capital Improvement Program. A preliminary project schedule is also developed for the Feasibility Report.

From 2015 - 2019, project funding programs have included the use of special assessments against benefiting properties to cover up to 25% of eligible project costs in compliance with all applicable provisions of the City Charter, the City's Special Assessments Policy, and Minnesota Statute Chapter 429.

Later in the fall, Staff requests City Council acceptance of the Feasibility Report and authorization to proceed with preparing plans and specifications. During the winter, plans are approved and the project is bid to allow construction to begin in the spring.

The City does not currently have an adopted 5-year Street Reconstruction and Overlay Program identifying such projects that are eligible for the use of special assessments to pay a portion of the project costs. In addition, discussions are still underway as to how the City should fund street reconstruction and overlay projects. Engineering Staff are therefore not able to start developing street reconstruction and/or overlay projects for 2020.

Staff recently developed a 5-year CIP based on the Franchise Fee funding model that included the reconstruction of Variolite Street between Alpine Drive and 173rd Avenue in 2020. This is due to the poor condition of the pavement (2018 average PASER rating of 4), as well as the fact that only 13 assessable properties exist along this 2.24-mile segment of road which minimizes the dependence on assessments to pay for the improvements.

Staff will be evaluating the 2020 – 2029 CIP in August, at which time the projects in the 2019 – 2028 CIP will be adjusted based on numerous factors. Variolite Street is listed in the 2019 – 2028 CIP as a 2022 reconstruction project.

The estimated project cost for reconstructing Variolite Street is $2,643,600 of which $315,330 is estimated to be

funded through Stormwater Funds. This leaves an estimated $2,328,270 unfunded.

If Franchise Fees were to end up being the City's funding source for street reconstruction and overlay projects, it would take a year or more to build the fund balance up so projects could be fully paid through the fund. Municipal State Aid System funds are available to pay for the reconstruction of Variolite Street in 2020 since Variolite Street is an MSA route. In addition, approximately $203,000 is available from the unexpended street reconstruction funds as recently discussed.

If the Public Works Committee provides consensus direction that Staff should proceed to develop the Variolite Street reconstruction project for 2020, Staff would prepare a case for the July 23 City Council requesting authorization to proceed with hiring consultants to collect topographic survey data, complete soil borings and prepare a geotechnical report this summer/fall.

Staff will discuss alternate project scope and funding options in more detail during the meeting. Staff will also discuss estimated costs for collecting soil borings, geotechnical data, and topographic survey in more detail during the meeting.

Timeframe:

Staff estimates 10 minutes will be required to present this case and respond to questions.

Observations/Alternatives:

Staff is seeking consensus direction from the Public Works Committee on whether Staff should proceed to develop the Variolite Street reconstruction project for 2020.

Funding Source:

Dependent on discussions.

Recommendation:

Staff recommends proceeding to develop the reconstruction of Variolite Street as a 2020 improvement project. This project is currently listed in the 2019 – 2028 CIP as a 2022 street reconstruction project, but will likely be bumped up to 2020 during Staff's evaluation of the 2020 – 2029 CIP. Even if it is not bumped up to a 2020 project, any soils and survey data gathered this fall would remain useful for several years, at least.

Action:

Provide Committee consensus direction on whether Staff should proceed to develop the Variolite Street reconstruction project for 2020.

Attachments

SPecial Assessments Policy
2015-2019 SROP Plan
Variolite St Accesses Map

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	07/11/2019 02:55 PM
Kurt Ulrich	Kurt Ulrich	07/11/2019 04:13 PM
Form Started By: Bruce Westby		Started On: 07/11/2019 07:24 AM
Final Approval Date: 07/11/2019		

SPECIAL ASSESSMENTS POLICY AND PROCEDURES FOR PUBLIC IMPROVEMENTS AND MAINTENANCE COSTS

SECTION 1. General Policy Statement.
SECTION 2. Improvements and Maintenance Costs Eligible for Special Assessment.
SECTION 3. Initiation of Public Improvement Projects.
SECTION 4. Public Improvement Procedures.
SECTION 5. Financing of Public Improvements.
SECTION 6. General Assessment Policies.
SECTION 7. Methods of Assessment.
SECTION 8. Standards for Public Improvement Projects.
SECTION 9. Policies of Reassessment.
SECTION 10. Assessment Computations.
SECTION 11. Deferment of Assessments.

SECTION 1. GENERAL POLICY STATEMENT.

The purpose of this policy is to establish a fair and equitable manner of assessing the increase in market value (special benefit) associated with public improvements. The procedures used by the City for levying special assessments are those specified by the City Charter and Minnesota Statutes Chapter 429, which provide that all or a part of the cost of improvements may be assessed against benefiting properties.

Three basic criteria must be satisfied before a particular parcel can be assessed. The criteria are as follows:

1. The land must have received special benefit from the improvement.
2. The amount of the assessment must not exceed the special benefit.
3. The assessment must be uniform in relation to the same class of property within the assessment area.

It is important to recognize that the actual cost of extending an improvement past or through a particular parcel is not the controlling factor in determining the amount to be assessed. However, in many cases the method for assigning the value of the benefit received by the improvement, and therefore the amount to be assessed, will focus on calculating the proportionate cost of providing the improvement, provided the cost does not exceed the increase in property market value resulting from the improvement. The entire project shall be considered as a whole for the purpose of calculating and computing an assessment rate. In the event City staff has doubt as to whether the costs of the project may exceed the special benefits to the property, the City Council may obtain such appraisals as may be necessary to support the proposed assessment.

The assessment policy is intended to serve as a guide for a systematic assessment process in the City. There may be exceptions to the policy or unique circumstances or situations that may require special consideration and discretion by City staff and the City Council.

SECTION 2. IMPROVEMENTS AND MAINTENANCE COSTS ELIGIBLE FOR SPECIAL ASSESSMENT.

Subd. 1. Public improvements, and related acquisition, construction, extension, and maintenance of such improvements, authorized by Minnesota Statutes, Sections 429.021 and 459.14, subd. 7, that are eligible for special assessment within the City include the following:

1. Streets, sidewalks, pavement, curbs and gutters, including the beautification thereof.
2. Parking lots.
3. Water works systems and appurtenances, within and without the corporate limits.
4. Sanitary sewer and storm sewer systems including appurtenances, within and without the corporate limits.
5. Street boulevard trees.
6. Street lights, street lighting systems and special lighting systems.
7. Steam heating mains.
8. Parks, playgrounds, and recreational facilities, including the purchase of equipment, within or without the corporate limits.
9. Abatement of nuisances, including but not limited to, draining and filling swamps, marshes, and ponds on public and private property.
10. Dikes and other flood control works.
11. Retaining walls and area walls.
12. A pedestrian skyway system upon a petition pursuant to section 429.031, subdivision 3.
13. Underground pedestrian concourses.
14. Public malls, plazas or courtyards.
15. District heating systems.
16. Fire protection systems in existing buildings upon a petition pursuant to section 429.031, subdivision 3.
17. Highway sound barriers.
18. Gas and electric distribution facilities.

Subd. 2. The City is also authorized by ordinance adopted pursuant to Minnesota Statutes Section 429.101 to recover, through special assessment, certain costs, including the following:

1. Snow, ice, or rubbish removal from sidewalks.
2. Weed elimination from streets or private property.
3. Removal or elimination of public health or safety hazards from private property excluding any structure included under the provisions of Minnesota Statutes, sections 463.15 to 463.26.
4. Installation or repair of water service lines, street sprinkling, sweeping, or other dust treatment of streets.
5. The trimming and care of trees and the removal of unsound trees from any street.
6. The treatment and removal of insect infested or diseased trees on private property.
7. The repair of sidewalks and alleys.
8. The operation of a street lighting system.
9. The operation and maintenance of a fire protection or a pedestrian skyway system.

SECTION 3. INITIATION OF PUBLIC IMPROVEMENT PROJECTS.

Public improvement projects can be initiated in the following ways.

1. Public improvement projects may be initiated by petition of owners of not less than 50% in frontage of the property abutting the proposed improvement in accordance with the provisions of Section 8.4.2 of the City Charter.

2. Public improvements also may be initiated by the City Council when, in its judgment, such action is required and is in accordance with the provisions of Chapter 8 of the City Charter.

3. A resolution ordering any improvements initiated by the Council requires a four-fifths majority vote of all members of the Council. A resolution ordering any improvements petitioned for by owners of not less than 50% of abutting property owners requires a majority vote of all members of the Council. A resolution ordering any improvements initiated by all owners of abutting property, and assessing the entire cost against their property, may be adopted without a public hearing. The Council may consider the request of a Developer to construct the improvements and assess them.

SECTION 4. PUBLIC IMPROVEMENT PROCEDURE.

The following is the general procedure followed by the City Council for all public improvement projects from initiation of such a project through certification of the assessment roll to the County Auditor. Formats for the various reports and resolutions referenced in this section are made a part of the policies and procedures of the City**. Applicable state law and City Charter provisions take precedence over the following general procedure.**

1. Staff reviews the petition or Developer's request for submission to Council.
2. Council accepts or rejects the petition or request. If based upon a petition, the Council adopts a resolution declaring whether the required percentage of property owners signed the petition. If the petition or request is accepted, Council orders the preparation of a feasibility report.
3. Staff prepares the feasibility report. The report shall preliminarily evaluate whether the proposed improvement is necessary, cost-effective, and feasible and whether it should be made as proposed or in conjunction with another project. The report shall include an estimate of the cost of the improvement as proposed. Council may refer the report to the Planning and Zoning Commission.
4. Council accepts or rejects the feasibility report. If accepted, Council orders a public hearing on the improvements.
5. Staff posts and publishes the hearing notice and mails notices to affected property owners as provided in Minn. Stat. § 429.031(a).
6. Council conducts a public hearing.
7. Within six (6) months of the hearing date, but no sooner than sixty (60) days after per City Charter § 8.4.1, Council adopts or rejects a resolution ordering the improvement to be constructed and advertisement of bids. If adopted, staff prepares final plans, advertises for and opens bids as provided in Minn. Stat. § 429.041, prepares a bid tabulation, makes a recommendation to City Council for award, and prepares a proposed assessment roll. Bonds to finance project costs may be issued at any time after the improvements are ordered.

8. Council reviews the proposed assessment roll and orders an assessment hearing.
9. Staff publishes a hearing notice and mails notice of the hearing date and proposed assessments to the affected property owners as provided in Minn. Stat. § 429.061.
10. Council conducts the assessment hearing and adopts, revises, or rejects the resolution determining the amount of the total expense the City will pay, if any, and establishing the assessment roll. If adopted, Council authorizes certification of the assessment to the County Auditor.
11. Council awards contracts based on the bids received.
12. Staff certifies the assessment roll to the County Auditor.
13. Staff supervises construction and prepares payments.

SECTION 5. FINANCING OF PUBLIC IMPROVEMENTS.

The City encourages public improvement projects when the area benefiting and needing such improvements develop. Examples of this policy can be seen through the subdivision regulations, zoning ordinance, and building codes. Developers are required to provide the needed improvements and services before development occurs, thereby avoiding unexpected hardships on the property owners purchasing such property and the general public. However, it is recognized that certain areas of the City have developed without all needed public improvements (e.g. parks, water, sewer, and street improvements) and that methods must be found to provide these improvements without causing undue hardships on the general public or the individual property owners.

Special assessments are generally accepted as a means by which areas can obtain improvements or services; however, the method of financing assessment is a critical factor to both the City and the property owner. Full project costs spread over a very short term can cause an undue hardship on the property owner and, likewise, city costs and systems costs spread over a long period of time can cause an undue hardship on the City.

It is the policy of the City to not defer assessments except in cases where hardship to senior citizens 65 years of age or older, or persons retired by virtue of a permanent and total disability, would result. Also, the City Council may elect to defer assessments on undeveloped land for a specified length of time or until the lands are developed. Terms and conditions of any such deferral will be established in the resolution adopting the assessments.

SECTION 6. GENERAL ASSESSMENT POLICIES APPLICABLE TO ALL TYPES OF IMPROVEMENTS.

The cost of any improvement shall be assessed based upon benefits received. The following general principles shall be used as a basis of the City's assessment policy:

1. **Project Cost.** The "project cost" of an improvement includes the costs of all necessary construction work required to accomplish the improvement (direct costs), plus engineering, legal, administrative, financing and other contingent costs, including acquisition of right-of-way and other property (indirect costs). The finance charges include all costs of financing the project. These costs include, but are not limited to, financial consultant's fees, bond rating agency fee, bond attorney's fees, and capitalized interest. The interest charged to the project shall be included as financing charges.

2. **City Cost.** The "city cost" of an improvement is the amount of the total improvement expense the City will pay as determined by Council resolution. Where the project cost of an improvement is not entirely attributed to the need for service to the area served by the improvement, or where unusual conditions beyond the control of the owners of the property in the area served by the improvement would result in an inequitable distribution of special assessments, or for any other reason determined by the City, the City, through the use of other funds, may pay such "city cost."
3. **Assessable Cost.** The "assessable cost" of an improvement is equal to the "project cost" minus the "city cost."
4. **Interest.** The City will charge interest on special assessments at a rate specified in the resolution approving the assessment roll. If bonds were sold to finance the improvement project, the interest rate shall be equal to the interest rate of the bonds plus 2% (2% above bond rate), rounded to the nearest quarter of a percent. If no bonds were sold, the interest rate shall be set at the U.S. Treasury rate (10-year for 10 year assessment; 15-Year for 15 year assessment) plus 2 percentage points.
5. **Prepayment.** Property owners may pay their assessments in full, interest free, for a period of 30 days after the assessment hearing. After such period interest shall be computed from the date specified in the assessment resolution. The City will transmit a certified duplicate of the assessment roll with each installment, including interest, to the County Auditor, or in lieu of such certification, annually certify to the County Auditor by November 30 in each year, the total amount of installments of and interest on assessments on each parcel that are to become due in the following year.
6. **Extensions.** Where an improvement is designed for service of an area beyond that receiving the initial benefit, the City may pay for increased project costs due to such provisions for future service extensions. The City will levy assessments to cover this cost when a new improvement is installed as an extension of the existing improvement upon identification of such additional amount in the notice of hearing for the extensions or new improvements. As an alternative, the City may assess these costs to the area of future extension immediately based on the value of benefit received.
7. **Project Assistance.** If the City receives financial assistance from the Federal Government, the State of Minnesota, the County, or from any other source to defray a portion of the costs of a given improvement, such aid will be used first to reduce the "city cost" of the improvement. If the financial assistance received is greater than the "city cost," the remainder of the aid will be placed in the Public Improvement Revolving Fund to be applied towards other City projects.
8. **Assessable Property.** Property owned by the City and other political subdivisions including municipal building sites, parks and playgrounds, but not including public streets, alleys, and right-of-way, shall be regarded as being assessable on the same basis as if such property was privately owned. Private right-of-way shall be assessable.
9. **Individual Benefits.** The City may construct improvements specifically designed for or shown to be of benefit solely to one or more properties. The costs for these improvements will be assessed directly to such properties, and not included in the assessments for the remainder of the project. An example would be utility service lines running from the main lines to the property.
10. **Benefit Appraisals.** In the event that City staff has doubt as to whether the proposed assessments exceed the special benefits to the property(ies) in question, the City Council may order benefit appraisals or benefit appraisal consultations as deemed necessary to support the proposed assessments. As a general rule, benefit appraisals or benefit appraisal consultations may be ordered when the proposed assessment exceeds $5,000 for a standard city street

reconstruction project on a residential lot, or $20,000 per acre for commercial or industrial property.

11. **Condemnation Awards.** A property owner may elect to offset special assessments against condemnation awards. In such case, the property owner must execute an agreement (Net Assessment Agreement) with the City.
12. **Subgrade Corrections.** All costs relative to subgrade soil corrections deemed necessary to construct or reconstruct City streets will be considered a "city cost" and will not be assessed.
13. **Rural to Urban Conversion.** All costs relative to converting an existing rural street section to an urban street section by filling roadside drainage ditches and adding curb and gutter and storm sewer will be considered a "city cost" and will not be assessed.
14. **Oversizing.** All costs relative to oversizing an existing City street by increasing the width of the street and/or the load carrying capacity of the pavement section will be considered a "city cost" and will not be assessed.

SECTION 7. METHODS OF ASSESSMENT.

Subd. 1. General Statement. There are three different methods of assessment: adjusted front footage, area, and per lot. The feasibility report will recommend one or a combination of these methods for each project, based upon which method would best reflect the benefit received for the area to be assessed. The City Council will select the preferred method of calculating the assessments along with other applicable assessment criteria.

Subd. 2. Policy Statement. The following methods of assessment, as described and defined below, are hereby established as the preferred methods of assessment in the City.

A. "Adjusted Front Footage" Method of Assessment.

The "adjusted front footage" method of assessment is based on the quotient of the "assessable cost" divided by the total assessable frontage benefiting from the improvement. This method is typically applied to commercial, industrial, and multi-family residential properties. For the purpose of determining the "assessable frontage," all properties, including those owned by governmental entities, shall have their frontages included in such calculation.

The actual physical dimensions of a parcel abutting an improvement (i.e., street, sewer, water, etc.) shall not be construed as the frontage utilized to calculate the assessment for a particular parcel. Rather, an "adjusted front footage" will be determined. The purpose of this method is to equalize assessment calculations for lots of similar size. Individual parcels by their very nature differ considerably in shape and area. The following procedures will apply when calculating adjusted front footage. The selection of the appropriate procedure will be determined by the specified configuration of the parcel. All measurements will be scaled from available plat and section maps and will be rounded down to the nearest foot dimension with any excess fraction deleted.

1. *Rectangular Interior Lots.* The rectangular lot is defined as having no more than 2 feet of difference between the front and rear lot lines. The adjusted front footage is the actual front footage of the lot. For rectangular lots whose frontage is greater than its depth, the "odd shaped lot" method shall be used.

2. *Odd Shaped Lots.* For odd shaped lots such as exist on cul-de-sacs and curved streets where there is more than 2 feet of difference between the front and rear lot lines, and where the lots frontage is greater than its depth, the "odd shaped lot" method of determining the adjusted front footage shall be used. The adjusted front footage shall be computed by dividing the area of the lot by 12,000 square feet to determine the equivalent number of front footage units in the parcel. The number of units multiplied by 65 feet will give the adjusted front footage.

3. *Corner Lot Adjustment.* For street and trail assessments, the short side will be assessed the actual front footage. The long side will be assessed one-half the actual side footage. Sanitary sewer and watermain will only be assessed on the short side of a corner lot.

4. *Zonal Assessment.* When the street along the long side of a corner lot is improved, the cost shall be assessed equally to all lots within ½ block in each direction of the street improved. This method may be selected rather than the "corner lot adjustment".

5. *Double Fronting Lots.* When a lot has frontage on two streets, the lot is subject to assessments for improvements to both streets, consistent with this policy, regardless of the timing of the improvements.

B. "Area" Method of Assessment.

The "area" method of assessment is based on the number of square feet or acres within the boundaries of the appropriate property lines of the parcels benefiting from the project. This method is most often applied to commercial and industrial lots. The assessment rate (i.e., cost per square foot) shall be calculated by dividing the total assessable cost by the total assessable area. On large lots, the City Engineer may determine that only a portion of the lots receives the benefit and may select a lot depth for the calculations equal to the benefit received.

All properties included in the benefited area, including those owned by governmental entities, churches, etc., shall be assessable. The following items may not be included in area calculations: public right-of-ways, and natural waterways, swamps and lakes and other wetlands designated by the Minnesota Department of Natural Resources or the City. The City Engineer will make a recommendation on the boundaries or parameters of the benefited area in the feasibility report.

C. "Per Lot" Method of Assessment.

The "per lot" method of assessment is based on equal assessment of all lots within the benefited area. This method is typically applied to single-family residential lots with similar sizes and configurations. The "assessment per lot" shall be the quotient of the "assessable cost" divided by the total assessable lots or parcels benefiting from the improvement. For the purpose of determining the "lots" or "parcels" all parcels, including those owned by governmental entities, shall be included in such calculations.

SECTION 8. STANDARDS FOR PUBLIC IMPROVEMENT PROJECTS.

The following standards are hereby established by the City to provide a uniform guide for improvements within the City.

A. Surface Improvements

Surface improvements shall normally include all improvements visible on or above the ground within the right-of-way, and include, but are not limited to, trees, lighting, sidewalks, trails, signing, street and accessory improvements such as drainage ponds and facilities, parking lots, parks and playgrounds. Surface improvements shall also normally include aggregate or granular base materials for bituminous and concrete pavements.

Policy Statement. Prior to construction or completion of surface improvements, all utilities and utility service lines (including sanitary sewers, storm sewers, water lines, gas and electric service) shall be installed to all planned service locations such as residences or buildings.

When practicable, no surface improvements to less than both sides of a full block of street shall be approved except as necessary to complete partially completed improvements initiated previously. Concrete or bituminous curbing, or concrete curb and gutter, shall be installed at the same time as street surfacing.

B. Sub-Surface Improvements

Sub-surface improvements shall normally include such items as water distribution, sanitary sewer and storm sewer lines and appurtenant infrastructure, and electric and gas utilities.

Main lines are the publicly owned and maintained lines or facilities such as trunk lines, interceptors, mains, and laterals. Service lines are those privately owned lines or facilities extending from the main line to the property line.

Policy Statement. Sub-surface improvements shall be made to serve current and projected land use. All installations shall conform to applicable standards established by local, state and/or federal agencies of competent jurisdiction. All installations shall also comply, to the maximum extent feasible, with nationally recognized standards such as those of the American Insurance Association.

Service lines from the lateral or trunk utility to the property line of all planned service locations such as residences or buildings on properties whose owner has requested service shall be installed in conjunction with the construction of the mains.

C. Subgrade Improvements

Subgrade improvements shall normally include such items as subgrade corrections (removing layers/pockets of unsuitable soils and replacing them with aggregate base, select granular material, or other more suitable soils) and installation of geotextile fabrics.

Policy Statement. Prior to construction or completion of subgrade improvements, all utilities and utility service lines (including sanitary sewers, storm sewers, water lines, gas and electric service) shall be installed to all planned service locations such as residences or buildings.

SECTION 9. POLICIES OF REASSESSMENT.

The City shall design public improvements to last for a definite period. The life expectancy or service life shall be as stated in the policy statement of this section, or if different, shall be as stated in the resolution ordering improvement and preparation of plans.

Policy Statement

The following are the "life expectancies" or "service lives" of public improvements except as may be otherwise stated in the resolution ordering improvement and preparation of plans.

1. Sidewalks and Trails – 30 years.
2. Street improvements, including surfacing and curb and gutter – 60 years.
3. Ornamental street lighting – 30 years.
4. Water Mains – 60 years.
5. Sanitary Sewers – 60 years.
6. Storm Sewers – 60 years.

SECTION 10. ASSESSMENT COMPUTATIONS.

The following is the typical city assessment for various specified improvements. The City Council reserves the right to vary from the following computations when conditions warrant. All computations are subject to the criteria set forth in Section 1.

A. Street and Curb and Gutter Improvements

1. ***New Construction.*** New streets are assessed 100% to the abutting benefited properties. Street and curb and gutter improvements will normally be assessed by the adjusted front footage method for commercial, industrial and multi-family residential properties, or by the per lot method for single-family residential properties, however other methods including the area method may be utilized if conditions warrant. Cost of construction of streets shall be assessed based on the minimum design of 7-ton axle load in residential areas and 9-ton axle load in commercial and industrial areas. Oversizing costs that are incurred in excess of the above may be paid by: (1) State funds, (2) larger assessment rates to other benefited properties, (3) general obligation funds, or (4) any other method or combination of methods authorized by the City Council.
2. ***Reconstruction and Overlays.*** Street reconstructions and overlays, including the associated removal and replacement of curb and gutter, are assessed 25% to the abutting benefited properties or as otherwise determined by Council ordered benefit appraisals.
3. ***Gravel Streets.*** Upgrading existing gravel streets by adding pavement, curb and gutter, and storm sewer are assessed 50% to the abutting benefited properties or as otherwise determined by Council ordered benefit appraisals.
4. ***Seal Coats.*** Sealcoats are not assessed.
5. ***Alleys.*** Upgrading existing gravel alleys by adding pavement is assessed 50% to all lots abutting on the alley in the block being improved or as otherwise determined by Council ordered benefit appraisals. Reconstructing existing paved alleys is 25% assessed to all lots abutting on the alley or as otherwise determined by Council ordered benefit appraisals.

B. Sidewalks and Trails

1. ***New Construction.*** New sidewalks and trails are not assessed to the abutting property on which the sidewalk is located, but rather are funded 100% by the City. In new subdivisions, the City will require the developer to finance sidewalk and trail improvements rather than assessing the cost.
2. ***Reconstruction.*** Replacement sidewalks are assessed 25% to the abutting property owner and 75% City funded.

C. Storm Sewer Improvements

Storm sewers are assessed on a project-by-project basis. Storm sewers in new subdivisions are considered an assessable improvement on an area basis.

Oversizing costs due to larger mains and larger appurtenances are paid for by a combination of availability charges, user charges and/or trunk area assessment charges. Trunk area storm sewer charges are levied to all unplatted property at the time of platting, to re-plats that have not been charged trunk area charges when the land was originally platted, and to re-plats that have been charged trunk area charges when the land was originally platted but where the use is increasing (only the cost difference based on current and prior use is charged). The charges will be set in the annual fee schedule approved by the City Council.

Normally, storm sewers are assessed on an area basis (square foot or acres), but in certain situations the per lot method or adjusted front footage method may be utilized at the City Council's discretion.

The replacement of existing storm sewers is paid for entirely through the Stormwater Utility Fund.

D. Sanitary Sewer Assessments

Assessments for sanitary sewer in residential areas are based upon the cost of construction of 8-inch mains, which is the smallest size installed in residential areas of the City. Assessments for sanitary sewers in commercial and industrial areas are based upon a standard size of 12-inch mains. Sanitary sewer assessments must conform to Chapter 8 of the City Charter.

Oversizing costs due to larger mains and larger appurtenances will be paid for by a combination of availability charges, user charges and/or trunk area assessment charges. Trunk area sanitary sewer charges shall be levied on all un-platted property at the time of platting and on re-plats that have not been charged trunk area charges when the land was originally platted. The charges will be set in the annual fee schedule approved by the City Council. Services installed to individual properties are assessed to the benefiting property as allowed under Chapter 8 of the City Charter.

Normally, sanitary sewers are assessed on an area basis (square foot or acres), but in certain situations the per lot method or adjusted front footage method may be utilized at the City Council's discretion.

Lateral benefit from major trunk sewers or interceptors is assessed to the properties benefited by the sewer. Any oversizing cost is assessed as described above.

The replacement of existing sewers is funded entirely by the City through the sewer enterprise funds.

Individual sanitary sewer service lines installed directly to specified properties are fully assessed directly to the benefited properties. Properties that have existing private sanitary services, but do not have mainline sewers adjacent to, across or abutting their property lines pay 0% of the assessment rate for the new mainline sanitary sewer, and 100% of the cost associated with replacing the service lines.

Any existing sanitary sewer service lines found to be defective as part of a project are replaced as part of the project and are assessed to the benefiting property as allowed under Chapter 8 of the City Charter.

Property owners electing to connect to City sewer during street reconstruction projects will receive a credit to offset those costs that would have been incurred by the City to reconstruct the street and boulevard after connecting to City sewer if the street were not being reconstructed. The amount of the credit will be set in the annual fee schedule approved by the City Council. Connecting to City sewer requires a City water connection.

E. Watermain Assessments

Assessments for watermains in residential areas are based upon the cost of construction of 8-inch mains, which is the smallest size installed in residential areas of the City. Assessments for watermains in commercial and industrial areas are based upon the standard size of 12-inch mains. Watermain assessments must conform to Chapter 8 of the City Charter.

Oversizing costs due to larger mains and larger appurtenances are paid for by a combination of availability charges, user charges and/or trunk area assessment charges. Trunk area water charges shall be levied on all un-platted property at the time of platting and on re-plats that have not been charged trunk area charges when the land was originally platted. The charges will be set in the annual fee schedule approved by the City Council. Services installed to individual properties shall be fully assessed to the benefiting property.

Normally, watermains are assessed on a per lot basis, but in certain situations the area or adjusted front footage method may be utilized at the City Council's discretion.

The replacement of existing watermains is funded entirely by the City through the water enterprise funds.

Lateral benefit from major trunk watermains is assessed to properties benefited by the watermain. Lateral watermain assessments are based on the costs for an equivalent 8-inch diameter watermain for residential properties and for an equivalent 12-inch diameter watermain for commercial/industrial properties.

Individual water service lines installed directly to specified properties are fully assessed directly to the benefited properties. Properties that have existing private water services, but do not have

mainline watermains adjacent to, across or abutting their property lines pay 0% of the assessment rate for the new watermain but 100% of the cost associated with replacing their service lines.

Any existing water service lines found to be defective as part of the project, are replaced as part of the project and are assessed directly to the benefiting property as allowed under Chapter 8 of the City Charter.

Property owners electing to connect to City water during street reconstruction projects will receive a credit to offset those costs that would have been incurred by the City to reconstruct the street and boulevard after connecting to City water if the street were not being reconstructed. The amount of the credit will be set in the annual fee schedule approved by the City Council.

F. Street Boulevard Trees

All street boulevard trees installed as part of new street constructions or in reconstructing existing streets shall be included as part of the overall project costs included in the assessment calculations.

G. Street Lights

All costs for new streetlights installed as part of constructing new streets or streetlights relocated as part of reconstructing streets are included in the overall project costs and included in the assessment calculations, unless otherwise directed by the City Council. In new subdivisions, the City will require the developer to finance street light improvements rather than assessing the cost.

H. Other Improvements

Based on the City Council's determination, any other eligible improvements may be fully assessed or assessed in part.

SECTION 11. DEFERMENT OF SPECIAL ASSESSMENTS.

Subd. 1. The Council may defer the payment of any special assessment on homestead property owned by a person who is 65 years of age or older, or who is retired by virtue of permanent and total disability, and the City Clerk is hereby authorized to record the deferment of special assessments where all of the following conditions are met:

1. The applicant must apply for the deferment not later than 90 days after the assessment is adopted by the City Council.
2. The applicant must be 65 years of age or older or retired by virtue of permanent and total disability at the time the assessment is adopted.
3. The applicant must be the owner of the property.
4. The applicant must occupy the property as his or her principal place of residence.
5. The average annual payment for assessments levied against the subject property exceed one percent of the adjusted gross income of the applicant as evidenced by the applicant's most recent federal income tax return. The average annual payment of an assessment shall be the total cost of the assessment divided by the number of years over which it is spread.

Subd. 2. The deferment shall be granted for as long a period of time as the hardship exists and the conditions in subdivision 1 remain true. It shall be the duty of the applicant to notify the City Clerk of any change in his or her status that would affect eligibility for deferment.

Subd. 3. The entire amount of deferred special assessments shall be due within sixty days after loss of eligibility by the applicant. If the special assessment is not paid within the sixty (60) days, the City Clerk shall add thereto interest accruing from the first date the applicant loses eligibility at the rate as defined in section 6.4 and the total amount of principal and interest shall be certified to the County Auditor for collection with taxes the following year. Should the applicant demonstrate to the satisfaction of the Council, that full repayment of the deferred special assessment would cause the applicant particular undue financial hardship, the Council may order that the applicant pay within sixty days a sum equal to the number of installments of deferred special assessments outstanding and unpaid to date, including principal and interest, with the balance thereafter paid according to the terms and conditions of the original special assessments.

Subd. 4. The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any one of the following:

1. The death of the owner when there is no spouse who is eligible for deferment.
2. The sale, transfer or subdivision of all or any part of the property.
3. Loss of homestead status on the property.
4. Determination by the Council for any reason that immediate or partial payment would impose no hardship.

State Law References(s): Minn. Stat. § 435.193, Senior Citizens or retired & disabled persons hardship special assessment deferral.

*Original Adoption: 12/9/14 by Resolution #14-12-250
*Amended: 1/13/15 by Resolution #15-01-016 – *Section 6 - #4 Interest to reflect interest rate on bonded projects*

2015 through 2019

Five-Year Street Reconstruction Overlay Plan for the

City of Ramsey, Minnesota

March 10, 2015

Prepared by:

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City of Ramsey, MN

Five-Year Street Reconstruction and Overlay Plan

2015 through 2019

I. INTRODUCTION

In 2002, the Minnesota State Legislature passed into law a bill which generally exempts city bonds issued under a street reconstruction program from the referendum requirements usually required for bonding expenditures. In 2013 the Legislature amended the law to allow bituminous overlays to be included in the street reconstruction program.

II. PURPOSE

Street reconstruction or bituminous overlay is a major expenditure of city funds for the reconstruction or overlay of streets. Street reconstruction and bituminous overlay may include utility replacement and relocation and other incidental costs, turn lanes and other improvements having a substantial public safety function, realignments, other modifications to intersect with state and county roads, and the local share of state and county road projects. Except in the case of turn lanes, safety improvements, realignments, intersection modifications, and local share of state and county road projects, street reconstruction does not include the portion of project costs allocable to widening a street or adding curbs and gutters where none previously existed. A Street Reconstruction and Overlay Plan (SROP) is a document designed to anticipate street reconstruction and overlay expenditures and schedule them over a five-year period so that they may be purchased in the most efficient and cost effective method possible. A SROP allows the matching of expenditures with anticipated income. As potential expenditures are reviewed, the city considers the benefits, costs, alternatives and impact on operating expenditures.

The City of Ramsey, Minnesota (the "City") believes the street reconstruction and overlay process is an important element of responsible fiscal management. Major capital expenditures can be anticipated and coordinated so as to minimize potentially adverse financial impacts caused by the timing and magnitude of capital outlays. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical assets and sound fiscal management. In these financially difficult times good planning is essential for the wise use of limited financial resources.

The Street Reconstruction and Overlay Plan is designed to be updated on an annual basis. In this manner, it becomes an ongoing fiscal planning tool that continually anticipates future capital expenditures and funding sources.

III. THE STREET RECONSTRUCTION AND OVERLAY PLANNING PROCESS

The street reconstruction and overlay planning process is as follows; the City Council authorizes the preparation of the SROP. The City staff is instructed to assemble the capital expenditures to be undertaken within the next five years. The City Council then reviews the expenditures according to their priority, fiscal impact, and available funding. From this information, a preliminary street reconstruction and overlay plan is prepared. A public hearing is held to solicit input from citizens and other governmental units. Changes are made based on that input, and a final project list is established.

The City Council then prepares a plan based on the available funding sources. If general obligation bonding is necessary, the City works with its financial advisor to prepare a bond sale and repayment schedule. Over the life of the SROP, once the funding, including proceeds from the bond sales becomes available, the individual capital expenditures can be made.

In subsequent years, the process is repeated as expenditures are completed as new needs arise. Street reconstruction planning looks five years into the future.

For a city to use its authority to finance expenditures under Chapter 475.58, Subdivision 3b, it must meet the requirements provided therein. Specifically, the city council must approve the sale of street reconstruction bonds by a unanimous vote of its membership present. In addition, it must hold a public hearing for public input. Notice of such hearing must be published in the official newspaper of the city at least 10, but not more than 28 days prior to the date of the public hearing. The city council approves the SROP unanimously following the public hearing.

Although a referendum is not required, a reverse referendum is allowable. If a petition bearing the signatures of at least 5 percent of the votes cast in the last general election requesting a vote on the issuance of bonds is received by the municipal clerk within 30 days after the public hearing, a referendum vote on the issuance of the bonds shall be called (if a vote is taken and the referendum passes, the taxes would be levied on market value rather than tax capacity).

IV. PROJECT SUMMARY

The expenditures to be undertaken with this Street Reconstruction and Overlay Plan (SROP) are limited to those listed in Appendix A. All other foreseeable capital expenditures within the City government will come through other means. The following expenditures have been submitted for inclusion in this SROP:

2015 Expenditures

- Garnet Street & 168th Avenue Reconstruction and overlay of streets in Hy-10 Ramsey, Northfork Highlands, Northfork Oaks, Northfork Point, Pondvale Estates, Pondvale Estates 2nd and Rolling Green.

2016 Expenditures

- Andrie Street and 164th Lane reconstruction and overlay of streets in AEC, Woodland Green and Sunwood Drive.

2017 Expenditures

- Reconstruction of Alpine Drive and overlay of streets in Rivers Bend.

2018 Expenditures

- Reconstruction of streets in Stanhope Terrace and North Forty and overlay of streets in Woodland Green, North Forty 2nd, Forth Forty 3rd, Northfork Oaks, Northfork, Northfork 2nd, Northfork 3rd and Northfork Itasca Shores.

2019 Expenditures

- Reconstruction of streets in Ford Brook Estates and overlay of streets in Brookview Estates, Meadow View, Flintwood Hills, Wood Pond Hills and Chestnut Ridge.

V. FINANCING THE STREET RECONSTRUCTION PLAN

The total amount of requested expenditures under the Street Reconstruction and Overlay Plan is approximately $9 million. If these expenditures are to be funded, that amount of money is anticipated to be generated through the tax levy and the sale of approximately $10,000,000 in bonds over the five-year period.

In the financing of the Street Reconstruction Plan, one statutory limitation applies. Under Chapter 475, with few exceptions, cities cannot incur debt in excess of 3% of the assessor's estimated market value for the city. In the City the pay 2014 EMV is $1,795,975,400. Therefore, the total amount of outstanding debt cannot exceed $53,879,262. As of February 10, 2015 the City had $20,050,000 subject to the legal debt limit.

Under the Street Reconstruction Plan, the City will secure $1,775,000 in general obligation bonds in the year 2015 to finance Garnet Street & 168th Avenue reconstruction and overlay of streets in Hy-10 Ramsey, Northfork Highlands, Northfork Oaks, Northfork Point, Pondvale Estates, Pondvale Estates 2nd and Rolling Green. In the year 2016, general obligation bonds in the amount of $2,865,000 will be secured for the Andrie Street and 164th Lane reconstruction and overlay of streets in AEC, Woodland Green and Sunwood Drive. In 2017, general obligation bonds in the amount of $995,000 will be used to finance reconstruction of Alpine Drive and overlay of streets in Rivers Bend. In 2018, general obligation bonds in the amount of $2,435,000 will be used to finance reconstruction of streets in Stanhope Terrace and North Forty and overlay of streets in Woodland Green, North Forty 2nd, Forth Forty 3rd, Northfork Oaks, Northfork, Northfork 2nd, Northfork 3rd and Northfork Itasca Shores. Finally in the year 2019, $1,440,000 in general obligation bonds will be secured for the financing of reconstruction of streets in Ford Brook Estates and overlay of streets in Brookview Estates, Meadow View, Flintwood Hills, Wood Pond Hills and Chestnut Ridge. All five general obligation bond issues will be repaid over a 10 - year period. The only exception is the road reconstruction portion of the 2016 bonds will be repaid over a 15-year period due to the size of the project (approximately $2.325 million). The par amount of each issue is based on the amounts listed in Appendix A plus estimated issuance costs. The proposed general obligation street reconstruction bonds (including issuance costs) are shown in Appendix B.

Continuation of the Street Reconstruction and Overlay Plan

This Street Reconstruction and Overlay Plan should be reviewed annually by the City Council using the process outlined in this Plan. It should review proposed expenditures, make priority decisions, and seek funding for those expenditures it deems necessary for the City. If deemed appropriate, the Council should prepare an update to this Plan.

APPENDIX A

PROJECT COSTS

(Capital Expenditures to be funded with Bond Proceeds)

The 2015 capital expenditure of approximately $1,680,100 for the City's portion of reconstruction of Garnet Street & 168th Avenue and overlay of streets in Hy-10 Ramsey, Northfork Highlands, Northfork Oaks, Northfork Point, Pondvale Estates, Pondvale Estates 2nd and Rolling Green is to be funded with $1,775,000 in bond proceeds.

Total Issue Sources And Uses

Dated 05/01/2015 | Delivered 05/01/2015

	Street Reconstruction	Overlay	Issue Summary
Sources Of Funds			
Par Amount of Bonds	$1,095,000.00	$680,000.00	$1,775,000.00
Total Sources	**$1,095,000.00**	**$680,000.00**	**$1,775,000.00**
Uses Of Funds			
Total Underwriter's Discount (1.200%)	13,140.00	8,160.00	21,300.00
Costs of Issuance	24,059.15	14,940.85	39,000.00
Deposit to Capitalized Interest (CIF) Fund	19,857.50	12,333.75	32,191.25
Deposit to Project Construction Fund	1,036,000.00	644,100.00	1,680,100.00
Rounding Amount	1,943.35	465.40	2,408.75
Total Uses	**$1,095,000.00**	**$680,000.00**	**$1,775,000.00**

PROJECT COSTS

The 2016 capital expenditure of approximately $2,719,710 for the City's portion of Andrie Street and 164th Lane reconstruction and overlay of streets in AEC, Woodland Green and Sunwood Drive is to be funded with $2,865,000 in bond proceeds.

Total Issue Sources And Uses

Dated 05/01/2016 | Delivered 05/01/2016

	Street Reconstruction	Overlay	Issue Summary
Sources Of Funds			
Par Amount of Bonds	$2,325,000.00	$540,000.00	$2,865,000.00
Total Sources	**$2,325,000.00**	**$540,000.00**	**$2,865,000.00**
Uses Of Funds			
Total Underwriter's Discount (1.200%)	27,900.00	6,480.00	34,380.00
Costs of Issuance	35,706.80	8,293.20	44,000.00
Deposit to Capitalized Interest (CIF) Fund	52,715.00	9,820.42	62,535.42
Deposit to Project Construction Fund	2,205,105.00	514,605.00	2,719,710.00
Rounding Amount	3,573.20	801.38	4,374.58
Total Uses	**$2,325,000.00**	**$540,000.00**	**$2,865,000.00**

PROJECT COSTS

The 2017 capital expenditure of approximately $919,065 for the reconstruction of Alpine Drive and overlay of streets in Rivers Bend is to be funded with $995,000 in bond proceeds.

Total Issue Sources And Uses

Dated 05/01/2017 | Delivered 05/01/2017

	Street Reconstruction	Overlay	Issue Summary
Sources Of Funds			
Par Amount of Bonds	$810,000.00	$185,000.00	$995,000.00
Total Sources	**$810,000.00**	**$185,000.00**	**$995,000.00**
Uses Of Funds			
Total Underwriter's Discount (1.500%)	12,150.00	2,775.00	14,925.00
Costs of Issuance	32,562.82	7,437.18	40,000.00
Deposit to Capitalized Interest (CIF) Fund	14,695.42	3,396.25	18,091.67
Deposit to Project Construction Fund	747,180.00	171,885.00	919,065.00
Rounding Amount	3,411.76	(493.43)	2,918.33
Total Uses	**$810,000.00**	**$185,000.00**	**$995,000.00**

PROJECT COSTS

The 2018 capital expenditure of approximately $2,316,050 for the reconstruction of streets in Stanhope Terrace and North Forty and overlay of streets in Woodland Green, North Forty 2nd, Forth Forty 3rd, Northfork Oaks, Northfork, Northfork 2nd, Northfork 3rd and Northfork Itasca Shores is to be funded with $2,435,000 in bond proceeds.

Total Issue Sources And Uses

Dated 05/01/2018 | Delivered 05/01/2018

	Street Reconstruction	Overlay	Issue Summary
Sources Of Funds			
Par Amount of Bonds	$1,565,000.00	$870,000.00	$2,435,000.00
Total Sources	**$1,565,000.00**	**$870,000.00**	**$2,435,000.00**
Uses Of Funds			
Total Underwriter's Discount (1.200%)	18,780.00	10,440.00	29,220.00
Costs of Issuance	28,279.26	15,720.74	44,000.00
Deposit to Capitalized Interest (CIF) Fund	28,426.67	15,805.83	44,232.50
Deposit to Project Construction Fund	1,486,980.00	829,070.00	2,316,050.00
Rounding Amount	2,534.07	(1,036.57)	1,497.50
Total Uses	**$1,565,000.00**	**$870,000.00**	**$2,435,000.00**

PROJECT COSTS

The 2019 capital expenditure of approximately $1,353,990 for the reconstruction of streets in Ford Brook Estates and overlay of streets in Brookview Estates, Meadow View, Flintwood Hills, Wood Pond Hills and Chestnut Ridge is to be funded with $1,440,000 in bond proceeds.

Total Issue Sources And Uses

Dated 05/01/2019 | Delivered 05/01/2019

	Street Reconstruction	Overlay	Issue Summary
Sources Of Funds			
Par Amount of Bonds	$725,000.00	$715,000.00	$1,440,000.00
Total Sources	**$725,000.00**	**$715,000.00**	**$1,440,000.00**
Uses Of Funds			
Total Underwriter's Discount (1.200%)	8,700.00	8,580.00	17,280.00
Costs of Issuance	19,131.95	18,868.05	38,000.00
Deposit to Capitalized Interest (CIF) Fund	13,102.92	12,943.13	26,046.05
Deposit to Project Construction Fund	680,570.00	673,420.00	1,353,990.00
Rounding Amount	3,495.13	1,188.82	4,683.95
Total Uses	**$725,000.00**	**$715,000.00**	**$1,440,000.00**

APPENDIX B

PROPOSED 2015 SROP BOND ISSUE

City of Ramsey, Minnesota

$1,775,000 General Obligation Bonds, Series 2015
Issue Summary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
12/01/2015	-	-	17,333.75	17,333.75	(17,333.75)	-	-
12/01/2016	180,000.00	0.850%	29,715.00	209,715.00	(14,857.50)	194,857.50	204,600.38
12/01/2017	170,000.00	1.050%	28,185.00	198,185.00	-	198,185.00	208,094.25
12/01/2018	170,000.00	1.250%	26,400.00	196,400.00	-	196,400.00	206,220.00
12/01/2019	170,000.00	1.400%	24,275.00	194,275.00	-	194,275.00	203,988.75
12/01/2020	170,000.00	1.650%	21,895.00	191,895.00	-	191,895.00	201,489.75
12/01/2021	175,000.00	1.750%	19,090.00	194,090.00	-	194,090.00	203,794.50
12/01/2022	180,000.00	1.900%	16,027.50	196,027.50	-	196,027.50	205,828.88
12/01/2023	185,000.00	2.050%	12,607.50	197,607.50	-	197,607.50	207,487.88
12/01/2024	185,000.00	2.300%	8,815.00	193,815.00	-	193,815.00	203,505.75
12/01/2025	190,000.00	2.400%	4,560.00	194,560.00	-	194,560.00	204,288.00
Total	**$1,775,000.00**	**-**	**$208,903.75**	**$1,983,903.75**	**(32,191.25)**	**$1,951,712.50**	**$2,049,298.13**

PROPOSED 2016 SROP BOND ISSUE

City of Ramsey, Minnesota

$2,865,000 General Obligation Bonds, Series 2016
Issue Summary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
12/01/2016	-	-	33,672.92	33,672.92	(33,672.92)	-	-
12/01/2017	215,000.00	0.850%	57,725.00	272,725.00	(28,862.50)	243,862.50	256,055.63
12/01/2018	185,000.00	1.050%	55,897.50	240,897.50	-	240,897.50	252,942.38
12/01/2019	190,000.00	1.250%	53,955.00	243,955.00	-	243,955.00	256,152.75
12/01/2020	190,000.00	1.400%	51,580.00	241,580.00	-	241,580.00	253,659.00
12/01/2021	200,000.00	1.650%	48,920.00	248,920.00	-	248,920.00	261,366.00
12/01/2022	200,000.00	1.750%	45,620.00	245,620.00	-	245,620.00	257,901.00
12/01/2023	205,000.00	1.900%	42,120.00	247,120.00	-	247,120.00	259,476.00
12/01/2024	205,000.00	2.050%	38,225.00	243,225.00	-	243,225.00	255,386.25
12/01/2025	210,000.00	2.300%	34,022.50	244,022.50	-	244,022.50	256,223.63
12/01/2026	215,000.00	2.400%	29,192.50	244,192.50	-	244,192.50	256,402.13
12/01/2027	160,000.00	2.550%	24,032.50	184,032.50	-	184,032.50	193,234.13
12/01/2028	165,000.00	2.700%	19,952.50	184,952.50	-	184,952.50	194,200.13
12/01/2029	170,000.00	2.850%	15,497.50	185,497.50	-	185,497.50	194,772.38
12/01/2030	175,000.00	2.950%	10,652.50	185,652.50	-	185,652.50	194,935.13
12/01/2031	180,000.00	3.050%	5,490.00	185,490.00	-	185,490.00	194,764.50
Total	**$2,865,000.00**	**-**	**$566,555.42**	**$3,431,555.42**	**(62,535.42)**	**$3,369,020.00**	**$3,537,471.00**

PROPOSED 2017 SROP BOND ISSUE

City of Ramsey, Minnesota

$995,000 General Obligation Bonds, Series 2017
Issue Summary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
12/01/2017	-	-	9,741.67	9,741.67	(9,741.67)	-	-
12/01/2018	100,000.00	0.850%	16,700.00	116,700.00	(8,350.00)	108,350.00	113,767.50
12/01/2019	90,000.00	1.050%	15,850.00	105,850.00	-	105,850.00	111,142.50
12/01/2020	95,000.00	1.250%	14,905.00	109,905.00	-	109,905.00	115,400.25
12/01/2021	95,000.00	1.400%	13,717.50	108,717.50	-	108,717.50	114,153.38
12/01/2022	100,000.00	1.650%	12,387.50	112,387.50	-	112,387.50	118,006.88
12/01/2023	100,000.00	1.750%	10,737.50	110,737.50	-	110,737.50	116,274.38
12/01/2024	100,000.00	1.900%	8,987.50	108,987.50	-	108,987.50	114,436.88
12/01/2025	105,000.00	2.050%	7,087.50	112,087.50	-	112,087.50	117,691.88
12/01/2026	105,000.00	2.300%	4,935.00	109,935.00	-	109,935.00	115,431.75
12/01/2027	105,000.00	2.400%	2,520.00	107,520.00	-	107,520.00	112,896.00
Total	**$995,000.00**	**-**	**$117,569.17**	**$1,112,569.17**	**(18,091.67)**	**$1,094,477.50**	**$1,149,201.38**

PROPOSED 2018 SROP BOND ISSUE

City of Ramsey, Minnesota

$2,435,000 General Obligation Bonds, Series 2018
Issue Summary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
12/01/2018	-	-	23,817.50	23,817.50	(23,817.50)	-	-
12/01/2019	250,000.00	0.850%	40,830.00	290,830.00	(20,415.00)	270,415.00	283,935.75
12/01/2020	225,000.00	1.050%	38,705.00	263,705.00	-	263,705.00	276,890.25
12/01/2021	230,000.00	1.250%	36,342.50	266,342.50	-	266,342.50	279,659.63
12/01/2022	235,000.00	1.400%	33,467.50	268,467.50	-	268,467.50	281,890.88
12/01/2023	235,000.00	1.650%	30,177.50	265,177.50	-	265,177.50	278,436.38
12/01/2024	240,000.00	1.750%	26,300.00	266,300.00	-	266,300.00	279,615.00
12/01/2025	250,000.00	1.900%	22,100.00	272,100.00	-	272,100.00	285,705.00
12/01/2026	250,000.00	2.050%	17,350.00	267,350.00	-	267,350.00	280,717.50
12/01/2027	255,000.00	2.300%	12,225.00	267,225.00	-	267,225.00	280,586.25
12/01/2028	265,000.00	2.400%	6,360.00	271,360.00	-	271,360.00	284,928.00
Total	**$2,435,000.00**	**-**	**$287,675.00**	**$2,722,675.00**	**(44,232.50)**	**$2,678,442.50**	**$2,812,364.63**

PROPOSED 2019 SROP BOND ISSUE

City of Ramsey, Minnesota

$1,440,000 General Obligation Bonds, Series 2019
Issue Summary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total
12/01/2019	-	-	14,024.80	14,024.80	(14,024.80)	-	-
12/01/2020	150,000.00	0.850%	24,042.50	174,042.50	(12,021.25)	162,021.25	170,122.31
12/01/2021	135,000.00	1.050%	22,767.50	157,767.50	-	157,767.50	165,655.88
12/01/2022	140,000.00	1.250%	21,350.00	161,350.00	-	161,350.00	169,417.50
12/01/2023	140,000.00	1.400%	19,600.00	159,600.00	-	159,600.00	167,580.00
12/01/2024	140,000.00	1.650%	17,640.00	157,640.00	-	157,640.00	165,522.00
12/01/2025	140,000.00	1.750%	15,330.00	155,330.00	-	155,330.00	163,096.50
12/01/2026	145,000.00	1.900%	12,880.00	157,880.00	-	157,880.00	165,774.00
12/01/2027	150,000.00	2.050%	10,125.00	160,125.00	-	160,125.00	168,131.25
12/01/2028	150,000.00	2.300%	7,050.00	157,050.00	-	157,050.00	164,902.50
12/01/2029	150,000.00	2.400%	3,600.00	153,600.00	-	153,600.00	161,280.00
Total	**$1,440,000.00**	-	**$168,409.80**	**$1,608,409.80**	**(26,046.05)**	**$1,582,363.75**	**$1,661,481.94**

APPENDIX C

Pre-Sale Schedule dated March 10, 2015
5-Year City Street Reconstruction Plan Bond Issuance
City of Ramsey, Minnesota

The City Council must take the following actions before Bonds can be issued:

- City Council directs preparation of a 5-Year Street Reconstruction Plan.
- City Council conducts a Public Hearing on issuance of Bonds and Street Reconstruction Plan.
- City Council approves Bonds and Street Reconstruction Plan by unanimous vote.

The table below lists the steps in the issuing process:

February 10, 2015:	City Council adopts Resolution calling for Public Hearing on issuance of Bonds and on Street Reconstruction Plan.
February 16, 2105:	Close date to get Notice of Public Hearing on issuance of Bonds and on Street Reconstruction Plan to official newspaper for publication.
February 20, 2015:	Publish Notice of Public Hearing on issuance of Bonds and on Street Reconstruction Plan (publication no more than 28 days and no less than 10 days prior to hearing date).
March 10, 2015:	City Council holds Public Hearing at 7:00 p.m. on Bonds and on Street Reconstruction Plan and adopts Resolution giving preliminary approval for their issuance and approving Street Reconstruction Plan by unanimous vote of its membership present.
March 10, 2015:	City Council provides for sale of Bonds.
April 9, 2015:	Reverse referendum period ends (within 30 days of the public hearing).
April 14, 2015:	City Council accepts offer for Bonds and adopts Resolution-Approving sale of Bonds.
May 7, 2014:	Tentative closing/receipt of funds.

Net Debt Limit	
Assessor's Estimated Market Value	1,795,975,400
Multiply by 3%	0.03
Statutory Debt Limit	53,879,262
Less: Debt Paid Solely from Taxes	(20,050,000)
Unused Debt Limit	33,829,262



LEGEND

DRIVEWAY ACCESS

LOT LINE

(13 TOTAL PRIVATE ACCESSES)

VARIOLITE STREET (ALPINE DRIVE TO 173RD AVENUE)

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

Jul 11, 2019 - 9:46am
G:\Engineering\2020 Projects\Variolite Street\Exhibits\Variolite Street Exhibits.dwg

Public Works Committee **6. 3.**

Meeting Date: 07/16/2019

By: Bruce Westby, Engineering/Public Works

Title:

Staff Updates on Improvement Projects and Items of Interest

Purpose/Background:

he purpose of this case is to update the Public Works Committee on current and proposed improvement projects within the City, and on other items of interest to the Committee.

City Improvement Projects

- **River's Bend Street Reconstructions (#17-02)**
  - Process final payment July 2019
- **Stanhope Terrace Street Reconstructions (#18-00)**
  - Process final payment July 2019
- **2018 Street Overlay Improvements (#18-03)**
  - Process final payment July 2019
- **Bunker Lake Boulevard and Puma Street Improvements (#18-05)**
  - Complete punch list items, final payment fall of 2019
- **The COR Regional Infiltration Basin (#18-09)**
  - Under construction - WMO Permit requires completion September 30, 2019
- **Riverdale Drive Trunk Utility Improvements (#18-14)**
  - Complete punch list items, final payment late 2019/early 2020
- **2019 Crackseal Improvements (#19-00)**
  - Council accepted bids / awarded contract July 9, 2019
  - Final completion September 2019
- **Ford Brook Estates Street Reconstructions (#19-01)**
  - Work began June 12, 2019
  - Substantial completion July 19, 2019
- **Wood Pond Hills and Chestnut Ridge Street Reconstructions (#19-03)**
  - Scheduling pre-construction meeting
  - Substantial completion September 2019
- **RTC 9th Addition Pond Lining Improvements (#19-06)**
  - City to complete project late 2019 using Stormwater Funds
- **Wetland 114P Outlet Control Improvements (#19-07)**
  - Engineering Staff developing plans
  - Final completion fall 2019
- **Ferret Street and 147th Avenue Intersection Improvements (#19-08)**
  - Public Works discussion July 16, 2019
- **Germanium Street Drainage Improvements (#19-09)**
  - Engineering Staff developing plans
  - Final completion summer 2019
- **Hedgehog Street Drainage Improvements (#19-10)**
  - Engineering Staff developing plans
  - Final completion summer 2019
- **Misc. Drainage Improvements**
  - Other drainage improvements are under consideration

Anoka County Improvement Projects

- **Roundabout at Armstrong Boulevard/CSAH 83 and Alpine Drive**
  - Anoka County received $1.35M in HSIP funds (est. project cost = $1.5M)
  - Local cost share (Anoka County, City of Ramsey) = $150,000
  - City of Ramsey costs set per Anoka County Cost Share Policy
  - Anoka County to begin project design efforts in 2019/2020
  - Construction planned for 2022/2023 pending City and County approvals

MnDOT Improvement Projects

- **Ferry Street / Trunk Highway 47 Grade Separation @ BNSF Rail Crossing**
  - Preliminary design on hold - MnDOT exploring realignment of Highway 47 to remove S-curve at Anoka County fair grounds
  - Staff communicated that Ramsey wants to be involved with traffic studies due to obvious impacts to City of Ramsey businesses, residents and roads
  - MnDOT may combine project with Anoka Solution improvements

Items of Interest

- **Northwest Metro Surface Water Supply Feasibility Study**
  - Member cities include Corcoran, Dayton, Ramsey and Rogers
  - MCES is funding 100% using Clean Water Funds
  - Completion early 2020
- **Signal System at CSAH 5/Nowthen Boulevard and 170th Avenue**
  - Forest Lake Contracting was awarded the Contract
  - Signal system construction start July 15, 2019

Timeframe:

Staff estimates 5 minutes will be needed for updates and discussion.

Observations/Alternatives:

NA

Funding Source:

NA

Recommendation:

NA

Action:

No formal action required. For Committee review and discussion purposes only.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	07/10/2019 08:01 AM
Kurt Ulrich	Kurt Ulrich	07/11/2019 09:22 AM
Form Started By: Bruce Westby		Started On: 07/08/2019 03:43 PM
Final Approval Date: 07/11/2019		

Public Works Committee **6. 4.**

Meeting Date: 07/16/2019

By: Bruce Westby, Engineering/Public Works

Title:

Review Future Topics Calendar

Purpose/Background:

Attached is a calendar of future topics for review and discussion by the Public Works Committee. The calendar includes topics drawn from Committee requests received during meetings and/or unresolved topics previously discussed by the Committee. Calendar dates are estimated based on availability of information, staff workload and competing interests and objectives. Dates are therefore subject to change.

Timeframe:

Staff estimates less than 5 minutes will be necessary to review the future topics calendar and address questions.

Observations/Alternatives:

NA

Funding Source:

NA

Recommendation:

NA

Action:

No formal action required. For Committee review and discussion purposes only.

Attachments

PWC Calendar July2019

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	07/10/2019 08:02 AM
Kurt Ulrich	Kurt Ulrich	07/11/2019 09:18 AM
Form Started By: Bruce Westby		Started On: 07/08/2019 03:44 PM
Final Approval Date: 07/11/2019		

Public Works Committee Future Topics Calendar *

Date	Topics for Discussion – Committee Action
September 2019	Sunfish Lake Sedimentation Basin Improvements *(Westby)*
October 2019	Gibbon Street Basement Flooding Funding Options *(Westby)*
Future/TBD	Well Siting Study - Well #9 *(Westby)*
Future/TBD	Sunwood Drive Roundabout Landscaping *(Riemer)*
Future/TBD	County Ditch Maintenance / Buffer Law *(Westby)*
Date	**Topics for Discussion – Regulatory**
Future/TBD	Sunfish Lake Boulevard Speed Zone Study Results *(Westby)*
Ongoing (2019)	Wellhead Protection Plan Update *(Westby)*
Date	**Topics for Discussion – Policy**
Future/TBD	Landscaped Median Maintenance Policy *(Riemer)*
November 2019	Draft Trail Maintenance Policy *(Westby)*
November 2019	Draft Stormwater Pond Maintenance Policy *(Westby)*
Date	**Topics for Discussion – Planning and Budget**
December 2019	Municipal State Aid System (MSAS) Revisions *(Westby)*
September 2019	Review 1996 and 2007 (unadopted) TH 47 Corridor Studies *(Westby)*
Future/TBD	Public Works Facility Review/Update *(Riemer)*
Future/TBD	Long-Term Water Supply Plan *(Westby)*
Date	**Topics for Discussion – Staff Updates**
Future/TBD	Water Conservation Opportunities / Incentives *(Westby)*
Future/TBD	Asset Management Program *(Westby)*
Ongoing (2019)	NW Metro Area Regional Surface Water Supply Study

* Dates are estimated and are subject to change based on availability of information, staff workload, and competing objectives.

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

CC Regular Session **6. 1.**

Meeting Date: 08/12/2019

By: Chloe McGuire Brigl, Community Development

Information

Title:

PUBLIC HEARING: Introduce Ordinance #19-09 Vacating Right-of-Way for River Walk Village; Case of Don Kveton/Village Bank (Project 18-163)

Purpose/Background:

The purpose of this case is to review the Preliminary Plat Application submitted by Village Bank (the "Applicant") for River Walk Village, at the property generally known as 6080 Highway 10 NW (the "Subject Property") for a 14 lot residential subdivision. The Applicant has proposed 50-foot wide, R-2 Detached Villa lots in the southeastern portion of the City, south of Highway 10 and north of the Mississippi River, just west of King's Island. The City Council approved the preliminary plat on June 25, 2019. Items that have been approved related to this case include: rezoning, comprehensive plan amendment, approval of preliminary plat, variance(s).

Items discussed tonight include:

- Vacation of existing roadway, Rivlyn Ave, to be replaced by new right-of-way through the site

Notification:

For the easement vacation, a Public Hearing Notice was mailed to Property Owners within 700 feet of the Subject Property. Staff used the Anoka County Property Records Database to obtain Owner Information. The Public Hearing Notice was also published in the Anoka County UnionHerald.

Previously, notifications of the Preliminary Plat were sent via Standard US Mail to Property Owners within 700 feet of the Subject Property, as reflected by Anoka County Property Records.

Observations/Alternatives:

Summary

River Walk Village was granted preliminary plat approval on June 25, 2019 by the Ramsey City Council for 14 medium-density residential lots. The lots are 50 feet wide and generally meet all of the requirements of the R-2 Residential District. Tonight will focus on introducing the necessary ordinance to vacate right of way no longer needed for the project. Future cases will consider approval of the Final Plat and Grant Agreement for contaminated soils cleanup.

This project also includes the vacation of existing easement that was provided to then Ramsey Township for access to King's Island in Anoka which had originally been platted for single-family homes. The right of way for Rivlyn Avenue currently extends off the existing cul-de-sac and heads south to King's Island and the Mississippi River Trail. The plat for River Walk Village proposes that Rivlyn Avenue will be continued east-west through the site and cul-de-sac on the east side of the Subject Property. The Mississippi River Trail will be encumbered by an Outlot, to be deeded to the City to maintain the trail.

Funding Source:

All costs associated with processing the Application are the responsibility of the Applicant.

The Developer has received a grant from the Livable Communities Action - Tax Base Revitalization Account (TBRA) Grant from the Metropolitan Council. This grant requires a local match, which will be discussed in a future case.

Recommendation:

Staff Recommends Approval of Ordinance #19-09 Vacating Right-of-Way for River Walk Village. This is the first of two readings of the ordinance (introduction and adoption).

Action:

Motion to Introduce Ordinance #19-09 Vacating Right-of-Way for River Walk Village.

Attachments

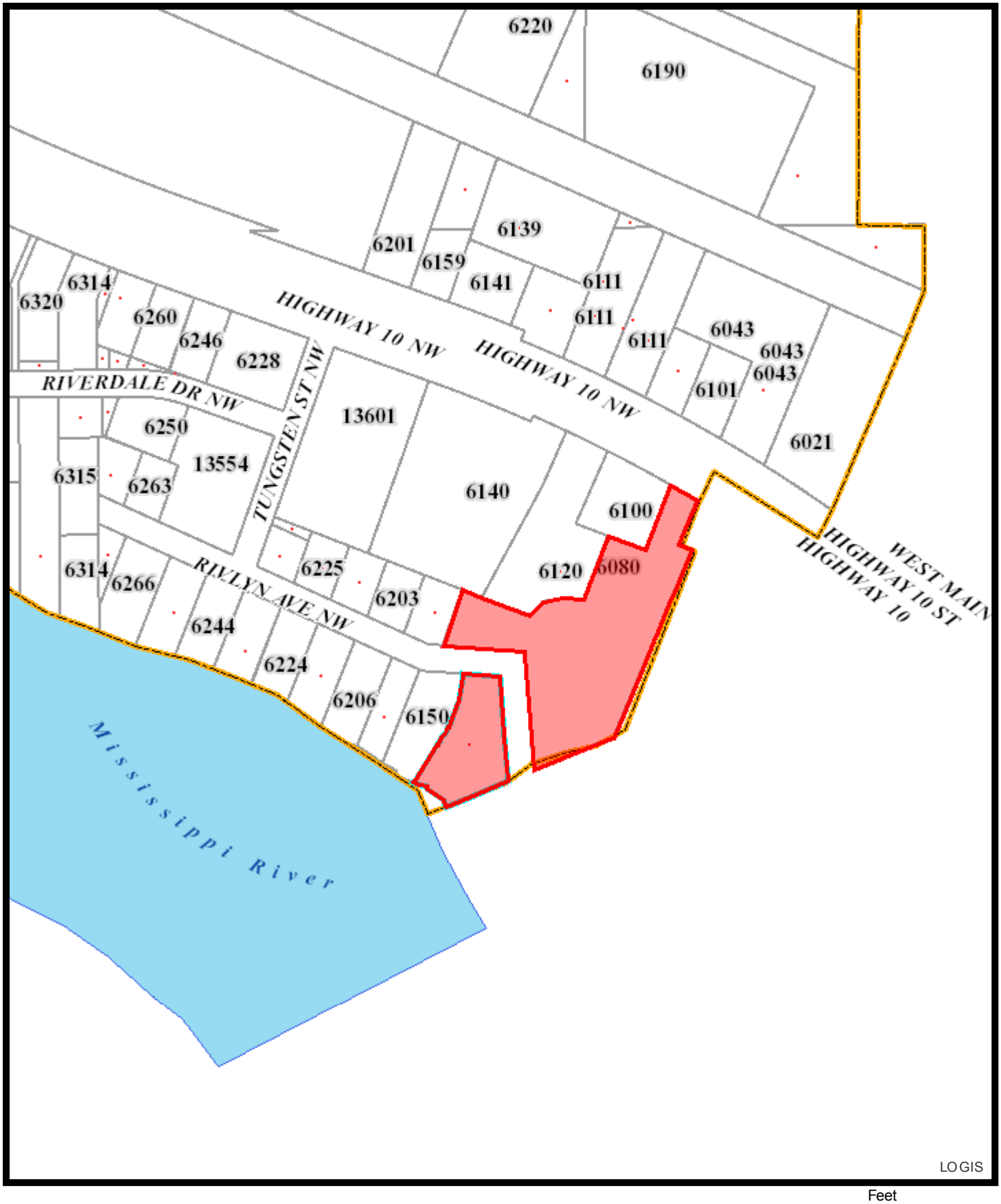
Site Location Map
Roadway Vacation Sketch
Ordinance 19-09

Form Review

Inbox	Reviewed By	Date
Chris Anderson	Chris Anderson	08/06/2019 04:26 PM
Tim Gladhill	Tim Gladhill	08/08/2019 06:44 AM
Kurt Ulrich	Chloe McGuire Brigl	08/08/2019 07:57 AM
Chris Anderson	Chris Anderson	08/08/2019 08:41 AM
Tim Gladhill	Tim Gladhill	08/08/2019 10:40 AM
Kurt Ulrich	Kurt Ulrich	08/08/2019 11:09 AM
Form Started By: Chloe McGuire Brigl		Started On: 07/24/2019 01:55 PM
Final Approval Date: 08/08/2019		

35-32-25-31-0036

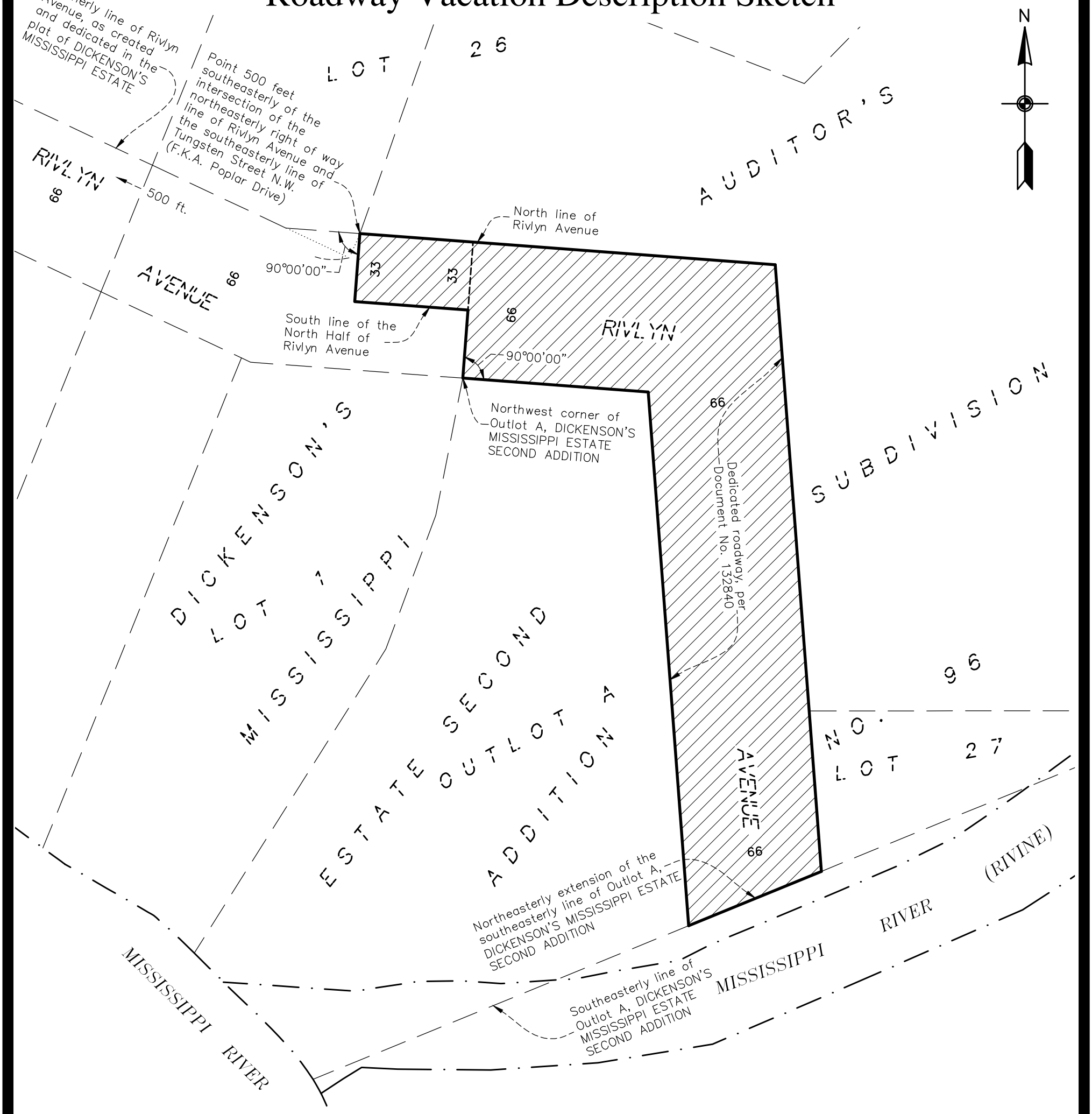
Site Location Map



Feet
0 80160 320 480 640

Print Date: February 14, 2019

Roadway Vacation Description Sketch



ROADWAY VACATION DESCRIPTION:

That part of the dedicated roadway, now known as Rivlyn Avenue, as described in Document No. 132840, lying northwesterly of the northeasterly extension of the southeasterly line of Outlot A, DICKENSON'S MISSISSIPPI ESTATE SECOND ADDITION, and lying easterly of a line drawn from the northwest corner of said Outlot A, perpendicular to the North line of said Outlot A, to the North line of said roadway described in Document No. 132840 and said line there terminating.

Together with

That part of the North half of said dedicated roadway, now known as Rivlyn Avenue, as described in Document No. 132840, lying westerly of the above described parcel, and lying easterly of a line drawn from a point on the northerly line of said dedicated roadway, distant 500.00 feet southeasterly of the intersection of the northeasterly right of way line of Rivlyn Avenue and the southeasterly right of way line of Tungsten Street NW, formerly known as Poplar Drive, perpendicular to said North line of the dedicated roadway, now known as Rivlyn Avenue, as described in Document No. 132840, to the South line of said North half of said dedicated roadway, as described in Document No. 132840 and said line there terminating.

Said roadway vacation area contains ±27,886 sq. ft.

GRAPHIC SCALE
0 25 50 100
(IN FEET)
(11x17 sheet)

Denotes Roadway Vacation Area

Carlson McCain
ENVIRONMENTAL ◦ ENGINEERING ◦ SURVEYING
3890 Pheasant Ridge Drive NE,
Suite 100, Blaine, MN 55449
Phone: 763-489-7900 Fax: 763-489-7959

1825 7802_vacation sketch

Save Date: 07/29/19 f:\jobs\7801 - 7820\7802 - highway 10 ramsey\cad c3d\survey\7802_vacation sketch.dwg

ORDINANCE #19-09

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE VACATING DEDICATED ROADWAY RELATED TO RIVER WALK VILLAGE

SECTION 1. AUTHORITY

This ordinance is adopted pursuant to and under the authority of the Home Rule Charter of the City of Ramsey, Section 12.6 and Minnesota Statutes 412.851.

SECTION 2. VACATION

The following described drainage and utility easements, as indicated in Exhibit B attached, are hereby vacated, to-wit:

> All of the dedicated roadway related to Rivlyn Avenue per Document No. 132840 as created and dedicated over, under, and across said property shown in Exhibit A, Anoka County, Minnesota.

SECTION 3. EFFECTIVE DATE

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

PASSED by the City Council of the City of Ramsey, Minnesota the 27 of August, 2019.

_____
Mayor

ATTEST:

_____
City Clerk

Introduction date: August 13, 2019
Posting dates:
Adoption date:
Publication date:
Effective date:

Exhibit A: Legal Description of Subject Property

Parcel B:

Outlot A, DICKENSON'S MISSISSIPPI ESTATE SECOND ADDITION, Anoka County, Minnesota.

PARCELC:

That part of Lots 26 and 27 AUDITOR'S SUBDIVISION NO. 96, Anoka County, Minnesota, lying Easterly and Southeasterly of the following described line:

Beginning at intersection of Northerly shoreline of the Mississippi River and a line 75.00 feet Southeasterly of and parallel with the Southeasterly line of Lot 7, DICKENSON'S MISSISSIPPI ESTATE, said Anoka County, as measured along Southeasterly extension of the Northeasterly line of said Lot 7; thence Northeasterly along said parallel line 235 feet, more or less, to its intersection with the Southeasterly extension of Northeasterly line of said Lot 7; thence Northwesterly along said Southeasterly extension 75 feet to the Northeast corner of said Lot 7; thence Northeasterly along Northeasterly extension of said Southeasterly line 66 feet to Northeasterly right-of-way line of Rivlyn Avenue; thence Southeasterly along said right-of-way line to a point 500 feet Southeasterly (as measured along said right-of-way line) of the intersection of said right-of-way line with Southeasterly right-of-way line of Poplar Drive (now known as Tungsten Street N.W.) as shown on the plat of DICKENSON'S MISSISSIPPI ESTATE; thence Northeasterly parallel with said Southeasterly right-of- way line to its intersection with the Southerly line of the plat of ANOKA INDEPENDENT GRAIN AND FEED; thence Southeasterly and Northeasterly along the Southerly and Easterly line of said plat of ANOKA INDEPENDENT GRAIN AND FEED to the North line of said Lot 26 and there terminating.

And lying Westerly of the following described line: Beginning at the most Northerly corner of Lot 14, said AUDITOR'S SUBDIVISION NO. 96; thence Southerly along Northwesterly line of said Lot 14 to the most Westerly comer thereof; thence Southerly along Southwesterly line of said Lot 14 to its intersection with a line parallel with and 150 feet Northwesterly (as measured at right angle) of the Southwesterly extension of Southeasterly line of said Lot 14; thence Southwesterly along said parallel line a distance of 500 feet; thence Southwesterly deflecting to right 45 degrees 00 minutes 00 seconds a distance of 900 feet, more or less, to the centerline of the Mississippi River and there terminating.

EXCEPT that property dedicated by deed of dedication dated December 9, 1949 to the Township of Ramsey for public road purposes, recorded as Document No. 132840.

ALSO EXCEPT that part platted as DICKENSON'S MISSISSIPPI ESTATE SECOND ADDITION.

PARCEL D (proposed public roadway to be vacated):

That part of vacated Rivlyn Avenue accruing thereto by reason of street vacation.

Or upon recording:

Lots 1 – 7 (Inclusive), Block 1, Lots 1 – 2 (Inclusive), Block 2, and Lots 1 – 5 (Inclusive), Block 3, and Outlots A – F (Inclusive) River Walk Village, Anoka County, Minnesota

(The "Subject Property")

Exhibit B: Roadway Vacation Description

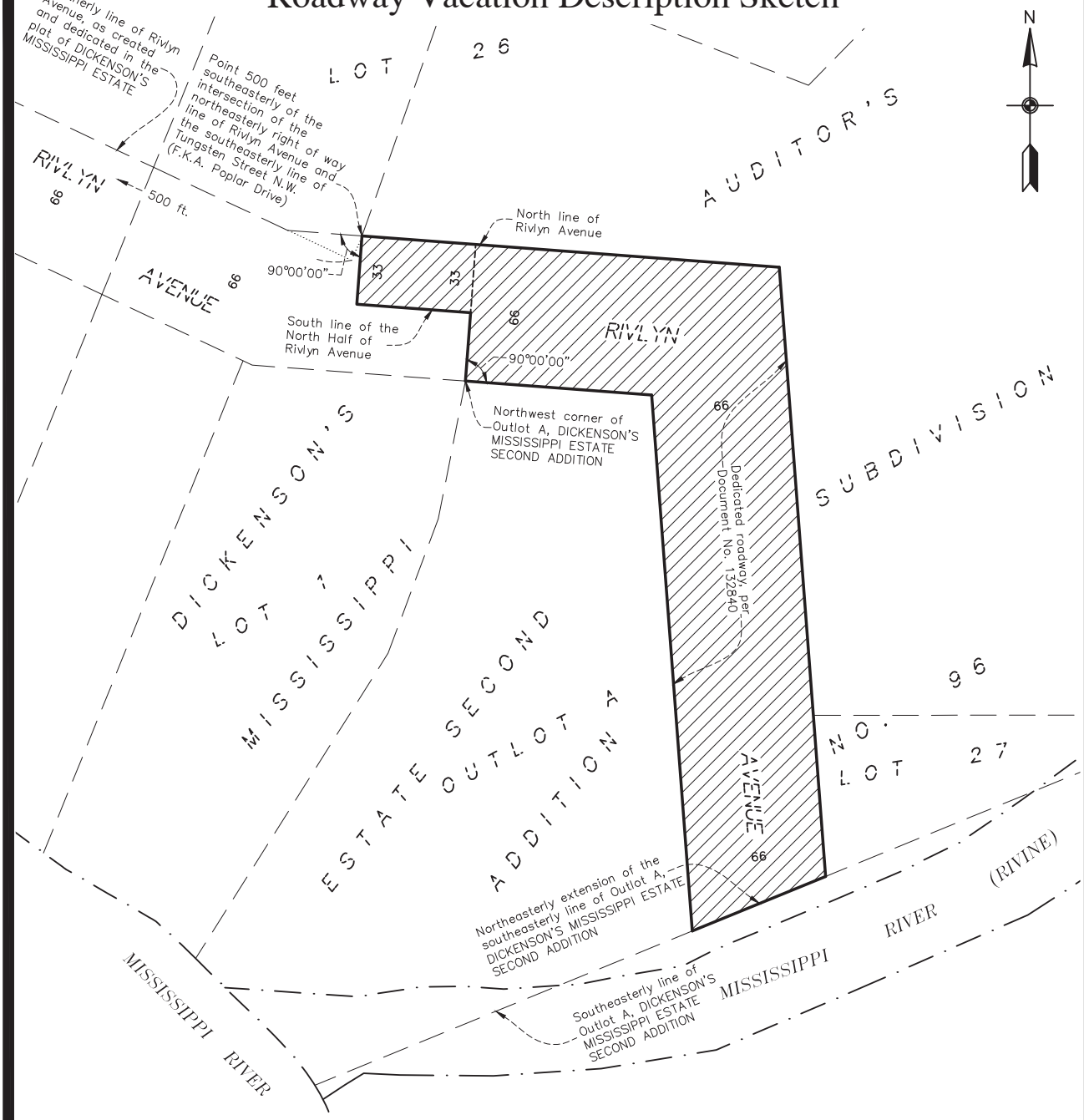
That part of the dedicated roadway, now known as Rivlyn Avenue, as described in Document No. 132840, lying northwesterly of the northeasterly extension of the southeasterly line of Outlot A, DICKENSON'S MISSISSIPPI ESTATE SECOND ADDITION, and lying easterly of a line drawn from the northwest corner of said Outlot A, perpendicular to the North line of said Outlot A, to the North line of said roadway described in Document No. 132840 and said line there terminating.

Together with

That part of the North half of said dedicated roadway, now known as Rivlyn Avenue, as described in Document No. 132840, lying westerly of the above described parcel, and lying easterly of a line drawn from a point on the northerly line of said dedicated roadway, distant 500.00 feet southeasterly of the intersection of the northeasterly right of way line of Rivlyn Avenue and the southeasterly right of way line of Tungsten Street NW, formerly known as Poplar Drive, perpendicular to said north line of the dedicated roadway, now known as Rivlyn Avenue, as described in Document No. 132840, to the South line of Said North half of said dedicated roadway, as described in Document No. 132840 and said line there terminating.

Said roadway vacation area contains +/- 27,886 sq. ft.

Roadway Vacation Description Sketch



ROADWAY VACATION DESCRIPTION:

That part of the dedicated roadway, now known as Rivlyn Avenue, as described in Document No. 132840, lying northwesterly of the northeasterly extension of the southeasterly line of Outlot A, DICKENSON'S MISSISSIPPI ESTATE SECOND ADDITION, and lying easterly of a line drawn from the northwest corner of said Outlot A, perpendicular to the North line of said Outlot A, to the North line of said roadway described in Document No. 132840 and said line there terminating.

Together with

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Said roadway vacation area contains ±27,886 sq. ft.

GRAPHIC SCALE
0 25 50 100
(IN FEET)
(11x17 sheet)

Denotes Roadway Vacation Area

Carlson McCain
ENVIRONMENTAL · ENGINEERING · SURVEYING
3890 Pheasant Ridge Drive NE,
Suite 100, Blaine, MN 55449
Phone: 763-489-7900 Fax: 763-489-7959

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

CC Regular Session **7. 1.**

Meeting Date: 08/12/2019

By: Tim Gladhill, Community Development

Information

Title:

REVISED: Adopt Resolution #19-197 Approving Amended and Restated Assessment Agreements for Hageman Holdings Related to Delta ModTech Project

Purpose/Background:

The purpose of this case is to amend and restate at 2011 Assessment Agreement and release a 2017 Assessment Agreement, both with Hageman Holdings, LLC. Hageman Holdings is in the process of a real property transaction of approximately 80 acres to a real estate holding company to facilitate the relocation of Delta ModTech to the City of Ramsey.

Notification:

Notification is not required.

Observations/Alternatives:

In 2011, the City approved an Assessment Agreement with Hageman Holdings, LLC. At that time, Hageman Holdings was attempting to facilitate the construction of a new K-12 private school. Unfortunately, that project never materialized. However, an partial extension of Bunker Lake Boulevard and Puma Street, with utilities, was completed, opening up the area to future development.

In 2017, the City approved another Assessment Agreement with Hageman Holdings (and Capstone Homes/Riverstone Development) for additional extension of Bunker Lake Boulevard and Puma Street, with associated utilities to facilitate the Bunker Lake Industrial Park and Riverstone development. Around that same time, Hageman Holdings sold approximately 80 acres to PSD for the Bunker Lake Industrial Park. Assessments attributable to that lot were paid at time of closing.

In 2019, the City approved the Delta ModTech development project, bringing approximately 220,000 square feet of industrial space, relocating approximately 120 jobs to the City of Ramsey, and creating 15 new jobs to the area. As part of this project, Hageman Holdings (and Delta ModTech) is asking to update the Assessment Agreements to reflect remaining balances of assessments. Hageman Holdings will pay $399,116.97 to the 2011 Assessment Agreement. Additionally, Hageman Holdings will pay $142,153.19, representing full payoff of the 2017 Assessment Agreement as required by said agreement.

Funding Source:

Staff is handling this request as part of normal Staff duties.

Recommendation:

Staff recommends amendments to both Assessment Agreements as presented.

Action:

Motion to adopt Resolution #19-197 approving the Amended and Restated 2011 Assessment Agreement and Release of 2017 Assessment Agreement, both with Hageman Holdings, LLC.

Attachments

Amended and Restated 2011 Assessment Agreement

Release from 2017 Assessment Agreement

Resolution 19-197

Form Review

Inbox	Reviewed By	Date
Tim Gladhill (Originator)	Tim Gladhill	08/08/2019 02:25 PM
Kurt Ulrich	Kurt Ulrich	08/08/2019 03:34 PM
Form Started By: Tim Gladhill		Started On: 08/08/2019 06:53 AM
Final Approval Date: 08/08/2019		

AMENDED AND RESTATED ASSESSMENT AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2019, by and between the City of Ramsey, a ~~Municipal Corporation~~ municipal corporation under the laws of the State of Minnesota (the "City") and Hageman Holdings, LLC, a Minnesota ~~Limited Liability Corporation under the laws of the State of Minnesota~~limited liability company (the "Owner"), and is based on the following facts.

A. **CITY** and **OWNER** entered into an Assessment Agreement dated May 20, 2011 and recorded with Anoka County Property Records as Document #2022343~~,~~006 (the "2011 Assessment Agreement").
B. **OWNER** has previously sold Outlot B, ALPHA DEVELOPMENT, and it is no longer subject to the 2011 Assessment Agreement because its assessments have been paid in full.~~sold Outlots C & D and said lots are no longer party to this agreement. These assessments have been paid off.~~
C. **OWNER**, ~~-~~in order to sell and convey a portion of Lot 1, Block 1, ALPHA DEVELOPMENT, is subdividing said lot pursuant to the plat of AMSTERDAM EXTENSION.~~has a Purchase Agreement for a portion of Lot 1, Block 1, ALPHA DEVELOPMENT.~~
D. **OWNER** is retaining title to only Lot 2, Block 1, AMSTERDAM EXTENSION, and has paid to City, on or prior to the date of this Agreement, the portion of the assessments owing under the 2011 Assessment Agreement that are attributable to the land being sold by **OWNER**.
~~D.~~E. **CITY** has approved a site plan for Delta ModTech on a portion of Lot 1, Block 1 (the "Delta ModTech Project").
~~E. **OWNER** has agreed to pay a pro-rata share of the assessment pertaining to the Delta ModTech Project.~~

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

1. Owner ~~shall pay~~has paid $399,116.97 attributed to Lot 1, Block 1, Amsterdam Extension as calculated by linear foot of frontage.
2. Section 3 of the 2011 Assessment Agreement is hereby amended and restated to read as follow.

Parcel Description	Linear ~~Foot~~Feet	Percentage	Unpaid Balance of Assessment
Lot 2, Block 1, AMSTERDAM EXTENSION	1348	43%	$529,062.03
OUTLOT D, ALPHA DEVELOPMENT	NA	NA	$108,~~-~~287.57

3. No other changes. Except as herein modified, all other terms and conditions of the 2011 Assessment Agreement shall remain in force and effect.

CITY OF RAMSEY

By: _____
John LeTourneau
Its: Mayor

By: _____
Kurtis G. Ulrich
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by John LeTourneau and Kurtis G. Ulrich, the Mayor and City Administrator, respectively, of City of Ramsey, a Minnesota ~~Municipal Corporation~~municipal corporation pursuant to the authority granted by its City Council.

_____
Notary Public

HAGEMAN HOLDINGS, LLC

By: _____
Michael D. Hageman
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Michael D. Hageman, the Chief Manager of Hageman Holdings, LLC, a Minnesota limited liability ~~corporation under the laws of the State of Minnesota, acknowledged said instrument to be the free act and deed of said corporation.~~company, on behalf of the limited liability company.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

THIS INSTRUMENT WAS REVIEWED BY
Ratwick, Roszak, and Maloney
730 2nd Ave S, Suite 300
Minneapolis, MN 55402

RELEASE OF DEVELOPMENT AGREEMENT

Date: August 8, 2019

The City of Ramsey, a Minnesota municipal corporation (the"City") hereby releases that certain real property which is legally described as follows:

Lots 2, Block 1, AMSTERDAM EXTENSION, Anoka County, Minnesota

(the "Property") from the following:

1. That certain Assessment Agreement by and between the City and Hageman Holdings, dated July 25, 2017 and filed July 28, 2018 as Document No. 2176959.004 in the office of the Anoka County Registrar.

THE CITY OF RAMSEY

By:_____
Its Mayor

And By:_____
Its City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing Release was acknowledged before me this _____ day of _____, 2019, by John LeTourneau, the Mayor and Kurtis G. Ulrich, the City Administrator, respectively, of the City of Ramsey, a Minnesota municipal corporation, on behalf of the City.

_____
Notary Public

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

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

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

RESOLUTION #19-197

RESOLUTION APPROVING AMENDED AND RESTATED ASSESSMENT AGREEMENT (2011) AND RELEASE FROM ASSESSMENT AGREEMENT (2017) FOR LOT 2, BLOCK 1, AMSTERDAM EXTENSION

WHEREAS, the City of Ramsey, herein referred to as the "City," has approved a development project known as Delta ModTech (the "Developer"); and

WHEREAS, the current owner, Hageman Holdings, LLC (the "Seller") has two existing assessment agreements from 2011 and 2017, respectively, for improvements to Bunker Lake Boulevard and Puma Street; and

WHEREAS, previous assessments for previous Outlot A, ALPHA DEVELOPMENT, now BUNKER LAKE INDUSTRIAL PARK, were paid at time of sale to PSD, LLC; and

WHEREAS, the Seller has a purchase agreement with AMP EX, LLC and SLP EX, LLC (the "Buyer") related to the Delta ModTech development project.

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

1) That the City approves the Amended and Restated 2011 Assessment Agreement and release from the 2017 Assessment; subject to City Attorney review and contingent upon the following:
    a. Payment in the amount of $399,116.97 to the 2011 Assessment Agreement.
    b. Full payment of the remaining balance of the 2017 Assessment in the amount of $142,153.19 as required in the 2017 Assessment Agreement at time of sale.

That 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:

and the following voted against the same:

and the following abstained:

and the following were absent:

Existing Vacancy
Existing Vacancy

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 12th of August, 2019.

_____
Mayor

ATTEST:

_____
City Clerk

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

CC Regular Session **7. 2.**

Meeting Date: 08/12/2019

By: Diana Lund, Finance

Information

Title:

Introduce Proposed Ordinance #19-11 Implementing a Gas Franchise Fee on Centerpoint Energy for Providing Gas Service Within the City of Ramsey, Introduce Proposed Ordinance #19-12 Implementing an Electric Franchise Fee on Connexus Energy for Providing Electric Service Within the City of Ramsey and Introduce Proposed Ordinance #19-13 Implementing an Electric Franchise Fee on the City of Anoka Electric for Providing Electric Service Within the City of Ramsey.

Purpose/Background:

The City of Ramsey owns and maintains about 180 miles of public streets. The city's oldest streets were constructed in 1974, and during the 10-year period from 1976 to 1985, about 45% or 81 miles of city streets were constructed, making these streets 34 to 43 years old.

The life expectancy of streets constructed with bituminous pavement over good granular subgrade soils, which includes Anoka sand plain soils which Ramsey is located on, and that receive routine, regularly scheduled maintenance treatments, is 60 years. Routine maintenance treatments typically include pothole patching, crack sealing, sealcoating, and pavement overlays. If routine maintenance treatments are not applied, the life expectancy of a bituminous pavement section is about 30 years. Historically, most streets in Ramsey have not received routine maintenance treatments so the anticipated life expectancy of city streets is somewhere between 30 and 60 years.

The life expectancy of city streets can be maximized by employing a long-term pavement management program, which includes routine, regularly scheduled maintenance treatments including a mix of crack sealing, sealcoating, and pavement overlays. Then after 60 years, each street will be reconstructed "as is" without design modifications such as adding curb and gutter and storm sewer, widening or strengthening pavement sections, or adding pedestrian facilities.

Below is the current pavement management program schedule that city Staff follows while maintaining and reconstructing city streets:

- Crack seal 3 years after construction, overlays, and reconstructions; and
- Crack seal and sealcoat in years 6, 13, 26, 33, 46 and 53; and
- Mill and/or overlay in years 20 and 40; and
- Reconstruct in year 60 (reclaim, repave, or reconstruct).

A successful long-term pavement management program requires a dedicated, reliable funding source. The ideal funding source for a long-term pavement management program would provide the amount needed year after year to fund the program, and would prevent it from being diverted to other uses. The ideal funding source would also be equitable and transparent so taxpayers can fully understand how much they are paying, what they are paying for, and where the funds are being spent.

Traditional Funding Sources

Traditional funding sources for street maintenance projects have included the use of general fund tax revenue, special assessments, bonds, and Municipal State Aid (MSA) funds. Some of these traditional funding sources are becoming less reliable as funding sources due to shrinking budgets resulting in fewer dollars being budgeted annually for pavement management projects, and due to increased public opposition to the use of special assessments.

Special Assessment Concerns

The City of Ramsey's Charter allows property owners to petition against projects that utilize assessments, making it harder and more expensive to apply special assessments as a funding source. This leads to significant project delays and cost increases, making it more difficult to reliably and economically deliver assessment projects. For example, two street reconstruction projects were recently cancelled due to petitions, one in 2018 and one in 2019, resulting in more than $28,000 in sunk costs.

Over the last 5 years, special assessments were levied against abutting property owners on pavement overlay and street reconstruction projects. The amounts of the assessments varied from several hundred dollars for overlay projects to over six thousand dollars for street reconstruction projects. Over the years, assessments have been challenged by several property owners, and the City has typically completed special benefit consultation reports to verify that the assessment amounts are justifiable. However, these reports cost several thousand dollars each which increase project costs, and therefore assessments.

Optional Funding Sources

Optional funding sources were recently explored by staff including the use of federal and state grants, Public-Private Partnerships, special legislation, and franchise fees. Of these, only franchise fees would provide the reliable, dedicated funding source needed to ensure that pavement management projects could be completed on a regular schedule, allowing the city to maintain city streets as economically as possible.

Public Engagement on Funding Source Options

In 2018, WSB and Associates was hired to assist the City is engaging the public and seeking public input on available pavement management program funding options. This process included providing information to residents and businesses via direct mailings, the City's website, and by conducting a series of three public workshops. In summary, public input did not appear to significantly favor one funding method over another.

Franchise Fees

Cities are authorized by state statute to impose franchise fees upon utilities operating within the public right-of-ways. Franchise fees are charged to private utilities that benefit from using public right-of-ways to conduct their business. These fees are typically passed along to the consumer in the utility company's invoices, along with a note stating that the fee is being imposed by the city.

Franchise fee revenues amounting to approximately $1,900,000 are required to fully fund all of the pavement management program projects identified in the attached 5 year Capital Improvement Plan, which assumes franchise fees for the funding source. This requires a minimum monthly fee of $7 per each electric and gas utility provider in the City of Ramsey including Anoka Electric, CenterPoint Energy, and Connexus Energy. This equates to $14 per month or $168 per year for residents using both electric and gas utilities. Commercial users are proposed to be charged a per meter fee based on meter size. Churches are proposed to be charged $20 per month ($10 per utility), which is the same as a small commercial fee. See attached franchise fee rate sheet for more detail.

There will be no more than one gas and electric franchise fee charged per address. If a property was to contain more than one meter, example: commercial properties the franchise fee will be calculated based off of the largest meter only.

Franchise fees can be collected from property renters as well as owners, and also from tax-exempt properties, which seems reasonable since such properties are often significant traffic generators.

The following terms and conditions were incorporated into the attached draft ordinances based on input from City

Council and Charter Commission.

- Collected franchise fees can only be spent on pavement management program projects.
- A 5-year sunset term applies to all Ordinances to allow a thorough review of revenues versus expenditures, to consider other potential funding sources in the future, and to make adjustments as desired or needed.

Staff worked with the gas and electric utilities to prepare the draft Franchise Fee Ordinances. No formal objections from the utility companies are therefore anticipated.

Rebate Program

A rebate program is proposed to prevent those currently paying an assessment levied with a pavement management program project, or who paid their assessment up-front but would otherwise still be paying an assessment, from paying franchise fees on top of their assessment. See attached franchise fee rebates summary.

Notification:

Public Hearing notifications for September 10, 2019, will be published in the Anoka Union Herald on August 16, 2019.

Observations/Alternatives:

Local Street funding study. The city has requested a local road funding study for fall of 2019, in conjunction with the Charter Commission, through the University of Minnesota.

Proposed Franchise Fee Ordinance Adoption Schedule

At the Council work session on June 25, 2019, City Council consensus was to proceed with the local road funding study requested by the Charter Commission, and to proceed with the introduction of franchise fee ordinances for public review.

At the regular Council meeting on July 9, 2019, the City Council authorized an expenditure of up to $5,000 for the local road funding study by the University of Minnesota.

City staff has since prepared draft ordinances and the following actions are anticipated as the ordinance is brought forward for review:

- July 29, 2019 - Letters were mailed to utilities notifying them of the City's intention to introduce a Franchise Fee ordinance.
- August 12, 2019 – The draft ordinances will be reviewed with Council and Council will be asked to establish a public hearing date of Tuesday, September 10, 2019.
- August 13 – August 30, 2019 - Publish and post notice of public hearing.
- September 10, 2019 - Public hearing to officially introduce and complete first readings of ordinances.
- Tuesday, September 24, 2019 – Final reading and adoption of ordinances. This date is subject to change based upon input at the public hearing and can be established for a later date at the discretion of the City Council.
- November 1, 2019 – Last day to notify utility companies for a January 1, 2020 effective date. A 60-day notification is required. This date can be moved to a later date at the discretion of the Council.
- January 1, 2020 - Target date for 2020 implementation (if approved).

Alternatives:

Alternative #1

Motion to order a Public Hearing for September 10, 2019, to Introduce Ordinances #19-11 implementing a gas franchise fee on Centerpoint Energy for providing gas service within the City of Ramsey, #19-12 implementing an electric franchise fee on Connexus Energy for providing electric service within the City of Ramsey, and #19-13 implementing an electric franchise fee on the City of Anoka Electric for providing electric service within the City of Ramsey.

Alternative #2

Motion of other.

Funding Source:
Publication costs will be paid from the PIR fund.

Recommendation:
Staff recommends that Council provide feedback on the draft ordinances attached to this case to allow Staff sufficient time to revise the ordinances prior to their introduction on September 10, 2019.

Staff recommends charging equal monthly fees in the amount of $7 to each utility on each residential property since there are approximately the same number of gas and electric customers across the city and commercial users are proposed to be charged a per meter fee based on meter size the per meter fee

Since hundreds of property owners are still paying special assessments on previous pavement management program projects, staff recommends that Council adopt a rebate program where property owners who are currently paying an assessment for such a project, or who paid their assessment off early but would otherwise still be paying their assessment, can request an annual rebate at the end of the year in the amount of the franchise fees paid during that year. This rebate program would only apply to property owners whose assessments for the year are greater than the amount of the franchise fees paid during that year. Rental properties, which would also qualify for rebates, must be in the name of the property owner, not the tenants. To qualify for a rental rebate, the property owner must present copies of their gas and electric bills to be refunded the amount paid toward the franchise fee for that year.

If Council desires to move forward with adopting a franchise fee, staff recommends holding the first reading of the ordinances at a public hearing on September 10, 2019, and the second reading of the ordinances on September 24, 2019, after which Council can adopt the ordinances pending no further revisions.

Staff recommends continuing communications with the public to ensure that the purpose and expected outcome of the franchise fee is well communicated to the public. This is proposed to be done by posting additional literature on the city's web site, and potentially including literature in utility billings and future editions of the Ramsey Resident.

The City Attorney reviewed and approved the draft ordinances.

Action:
Order a Public Hearing for September 10, 2019, to Introduce Ordinances #19-11 implementing a gas franchise fee on Centerpoint Energy for providing gas service within the City of Ramsey, #19-12 implementing an electric franchise fee on Connexus Energy for providing electric service within the City of Ramsey, and #19-13 implementing an electric franchise fee on the City of Anoka Electric for providing electric service within the City of Ramsey.

Attachments

Ord 19-11 Proposed Ordinance Franchise Fee on Centerpoint Energy
Ord 19-12 Proposed Ordinance Franchise Fee on Connexus Energy
Ord 19-13 Proposed Ordinance Franchise Fee on City of Anoka Electric
5-Year CIP PMPprojectsFFmodel
FF Rates
FF Rebates
Letters to Utilities

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	08/08/2019 09:32 AM
Diana Lund (Originator)	Diana Lund	08/08/2019 10:05 AM
Kurt Ulrich	Kurt Ulrich	08/08/2019 11:17 AM

Form Started By: Diana Lund Started On: 08/06/2019 11:02 AM
Final Approval Date: 08/08/2019

(PROPOSED) ORDINANCE NO. 19-11

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE IMPLEMENTING A GAS FRANCHISE FEE ON CENTERPOINT ENERGY MINNESOTA, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING GAS SERVICE WITHIN THE CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA.

THE CITY OF RAMSEY ORDAINS:

SECTION 1: GAS FRANCHISE FEE

(a) *Definitions.* For the purposes of this Ordinance, the following terms shall have the following meanings:

(1) City. The City of Ramsey, County of Anoka, State of Minnesota.

(2) Company. Centerpoint Energy Minnesota, its successors and assigns.

(3) Franchise Agreement. The franchise agreement between the City and Company pursuant to City Ordinance #03-16.

(4) Notice. "Notice" means a writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to Centerpoint Energy Minnesota, 505 Nicollet Mall, P.O. Box 59038, Minneapolis, Minnesota, 55459-0038.

Notice to City shall be mailed to the City Administrator, 7550 Sunwood Drive NW, Ramsey, Minnesota, 55303.

(b) *Purpose.* The Ramsey City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas and electric services within the City. Pursuant to the Franchise Agreement, the City has the right to impose a franchise fee on Company. All franchise fee revenues generated through this Ordinance shall be collected in lieu of special assessments for street maintenance projects, and shall be dedicated only to long-term street maintenance program projects including pavement preservation and street reconstruction projects.

(c) *Franchise Fee Statement and Schedule.* A franchise fee is hereby imposed on Company commencing with the _____, 20____ billing month, and in accordance with the following fee schedule:

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Gas Utility Customer Classification	Amount per Account per Month ($)
Residential	$ 7
Comm/Ind A (Up to 1,500 Therms)	$ 10
Comm/Ind B (1,500-4,999 Therms)	$ 20
Comm/Ind C (5,000 + Therms)	$ 70
Small Volume, Dual Fuel A ("SVDF A")	$148
Small Volume, Dual Fuel B ("SVDF B")	$148
Institutional	$148
Large Volume, Dual Fuel ("LVDF")	$800

(d) *Account Fee.* This fee is an account based fee and not a meter-based fee. In the event that an entity covered by this Ordinance has more than one meter, but only one account, only one fee shall be assessed to that account. In the event any entities covered by this Ordinance have more than one account, each account shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any account, the highest possible fee amount shall apply.

(e) *Payment.* After the initial notice period as provided in Section 1 (i) franchise fees are to be collected by the Company and submitted to the City in accordance with the following schedule:

January – March collections due by April 30
April – June collections due by July 31
July – September collections due by October 31
October – December collections due by January 31

(f) *Record Support for Payment.* The Company shall make each payment when due and, if requested by the City, shall provide a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total made to account for any non-collectible accounts, refunds or error corrections. The Company shall permit the City, and its representatives, access to the Company's records for the purpose of verifying such statements.

(g) *Payment Adjustments.* Payment to the City will be adjusted where the Company is unable to collect the franchise fee. This includes non-collectible accounts.

(h) *Dispute Resolution.* If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an

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action in District Court to interpret and enforce this Ordinance or for such other relief permitted by law.

(i) *Effective Date of Franchise Fee.* The effective date of this Ordinance shall be after its publication and sixty (60) days or more after sending written notice enclosing a copy of this adopted Ordinance to Company by certified mail. Collection of the fee shall commence as provided above.

(j) *Relation to Franchise Agreement.* This Ordinance is enacted in compliance with the Franchise Agreement and shall be interpreted as such.

(k) *Periodic Review*. The City Council may review this Ordinance from time to time in whatever manner the City Administrator then determines to be appropriate, including, but not limited to, review by the City Council in either a work session or a regular session. Failure to review this Ordinance shall not in any way invalidate or limit it.

(l) *Rebate Program.* The City will rebate the lesser annual amount paid for franchise fees versus special assessments over the remaining term of the special assessments, regardless if the assessment was pre-paid or is currently being paid through property taxes. Rebates will be in the form of a check to qualifying property addresses. This rebate program applies strictly to qualifying property addresses during the effective term of their current assessment or this Ordinance, whichever expires first.

SECTION 2: EFFECTIVE DATE.

This Ordinance takes effect as provided by the City Charter. This Ordinance shall terminate five (5) years from the date passed and adopted by the City. If the termination date falls within the middle of a three-month collection period, the Ordinance shall terminate at the end of the collection period.

PASSED by the Ramsey City Council this the ____ day of _____, 20____.

_____
Mayor

ATTEST:

_____
City Clerk

Introduction Date:
Posting Dates:
Adoption Date:
Publication Date:

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Effective Date:

DRAFT

(PROPOSED) ORDINANCE NO. 19-12

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE IMPLEMENTING AN ELECTRIC FRANCHISE FEE ON CONNEXUS ENERGY, A MINNESOTA COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA.

THE CITY OF RAMSEY ORDAINS:

SECTION 1: <u>ELECTRIC FRANCHISE FEE</u>

(a) *Definitions.* For the purposes of this Ordinance, the following terms shall have the following meanings:

(1) City. The City of Ramsey, County of Anoka, State of Minnesota.

(2) Company. Connexus Energy, a Minnesota Cooperative Corporation, its successors and assigns.

(3) Franchise Agreement. The franchise agreement between the City and Company pursuant to City Ordinance #13-20.

(4) Notice. "Notice" means a writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to: Chief Executive Officer, Connexus Energy, 14601 Ramsey Boulevard NW, Ramsey, Minnesota, 55303.

Notice to City shall be mailed to the City Administrator, City of Ramsey, 7550 Sunwood Drive NW, Ramsey, Minnesota, 55303.

(b) *Purpose.* The Ramsey City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas and electric services within the City. Pursuant to the Franchise Agreement, the City has the right to impose a franchise fee on Company. All franchise fee revenues generated through this Ordinance shall be collected in lieu of special assessments for street maintenance projects, and shall be dedicated only to long-term street maintenance program projects including pavement preservation and street reconstruction projects.

(c) *Franchise Fee Statement and Schedule.* A franchise fee is hereby imposed on Company commencing with the _____, 20____ billing month, and in accordance with the following fee schedule:

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Electric Utility Customer Classification	Amount per Account per Month ($)
Residential	$ 7
Small Commercial/Industrial – Non-Demand	$ 10
Small Commericial/Industrial – Demand	$ 45
Institutional (Schools)	$210
Large Commericial/Idustrial	$210

(d) *Account Fee.* This fee is an account based fee and not a meter-based fee. In the event that an entity covered by this Ordinance has more than one meter, but only one account, only one fee shall be assessed to that account. In the event any entities covered by this Ordinance have more than one account, each account shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any account, the highest possible fee amount shall apply.

(e) *Payment.* After the initial notice period as provided in Section 1(i) franchise fees are to be collected by the Company and submitted to the City in accordance with the following schedule:

January – March collections due by April 30
April – June collections due by July 31
July – September collections due by October 31
October – December collections due by January 31

(f) *Record Support for Payment.* The Company shall make each payment when due and, if requested by the City, shall provide a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total made to account for any non-collectible accounts, refunds or error corrections. The Company shall permit the City, and its representatives, access to the Company's records for the purpose of verifying such statements.

(g) *Payment Adjustments.* Payment to the City will be adjusted where the Company are unable to collect the franchise fee. This includes non-collectible accounts.

(h) *Dispute Resolution.* If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this Ordinance or for such other relief permitted by law.

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(i) *Effective Date of Franchise Fee.* The effective date of this Ordinance shall be after its publication and sixty (60) days or more after sending written notice enclosing a copy of this adopted Ordinance to Company by certified mail. Collection of the fee shall commence as provided above.

(j) *Relation to Franchise Agreement.* This Ordinance is enacted in compliance with the Franchise Agreement and shall be interpreted as such.

(k) *Periodic Review.* The City Council may review this Ordinance from time to time in whatever manner the City Administrator then determines to be appropriate, including, but not limited to, review by the City Council in either a work session or a regular session. Failure to review this Ordinance shall not in any way invalidate or limit it.

(l) *Rebate Program.* The City will rebate the lesser annual amount paid for franchise fees versus special assessments over the remaining term of the special assessments, regardless if the assessment was pre-paid or is currently being paid through property taxes. Rebates will be in the form of a check to qualifying property addresses. This rebate program applies strictly to qualifying property addresses during the effective term of their current assessment or this Ordinance, whichever expires first.

SECTION 2: EFFECTIVE DATE.

This Ordinance takes effect as provided by the City Charter. This Ordinance shall terminate five (5) years from the date passed and adopted by the City. If the termination date falls within the middle of a three-month collection period, the Ordinance shall terminate at the end of the collection period.

PASSED by the Ramsey City Council this the ____ day of _____, 20____.

_____
Mayor

ATTEST:

_____
City Clerk

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

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(PROPOSED) ORDINANCE NO. 19-13

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE IMPLEMENTING AN ELECTRIC FRANCHISE FEE ON CITY OF ANOKA, A MINNESOTA MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA.

THE CITY OF RAMSEY ORDAINS:

SECTION 1: <u>ELECTRIC FRANCHISE FEE</u>

(a) *Definitions.* For the purposes of this Ordinance, the following terms shall have the following meanings:

(1) City. The City of Ramsey, County of Anoka, State of Minnesota.

(2) Company. City of Anoka Municipal Electric Utility, a Minnesota Municipal Corporation, its successors and assigns.

(3) Franchise Agreement. The franchise agreement between the City and Company pursuant to City Ordinance #13-19.

(4) Notice. "Notice" means a writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to the City Manager, City of Anoka, 2015 First Avenue, Anoka, Minnesota, 55303.

Notice to City shall be mailed to the City Administrator, City of Ramsey, 7550 Sunwood Drive NW, Ramsey, Minnesota, 55303.

(b) *Purpose.* The Ramsey City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas and electric services within the City. Pursuant to the Franchise Agreement, the City has the right to impose a franchise fee on Company. All franchise fee revenues generated through this Ordinance shall be collected in lieu of special assessments for street maintenance projects, and shall be dedicated only to long-term street maintenance program projects including pavement preservation and street reconstruction projects.

(c) *Franchise Fee Statement and Schedule.* A franchise fee is hereby imposed on Company commencing with the _____, 20____ billing month, and in accordance with the following fee schedule:

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Electric Utility Customer Classification	Amount per Account per Month ($)
Residential	$ 7
Small Commercial/Industrial – Non-Demand	$ 10
Small Commericial/Industrial – Demand	$ 45
Institutional (Schools)	$210
Large Commericial/Idustrial	$210

(d) *Account Fee.* This fee is an account based fee and not a meter-based fee. In the event that an entity covered by this Ordinance has more than one meter, but only one account, only one fee shall be assessed to that account. In the event any entities covered by this Ordinance have more than one account, each account shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any account, the highest possible fee amount shall apply.

(e) *Payment.* After the initial notice period as provided in Section 1(i) franchise fees are to be collected by the Company and submitted to the City in accordance with the following schedule:

January – March collections due by April 30
April – June collections due by July 31
July – September collections due by October 31
October – December collections due by January 31

(f) *Record Support for Payment.* The Company shall make each payment when due and, if requested by the City, shall provide a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total made to account for any non-collectible accounts, refunds or error corrections. The Company shall permit the City, and its representatives, access to the Company's records for the purpose of verifying such statements.

(g) *Payment Adjustments.* Payment to the City will be adjusted where the Company are unable to collect the franchise fee. This includes non-collectible accounts.

(h) *Dispute Resolution.* If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this Ordinance or for such other relief permitted by law.

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(i) *Effective Date of Franchise Fee.* The effective date of this Ordinance shall be after its publication and sixty (60) days or more after sending written notice enclosing a copy of this adopted Ordinance to Company by certified mail. Collection of the fee shall commence as provided above.

(j) *Relation to Franchise Agreement.* This Ordinance is enacted in compliance with the Franchise Agreement and shall be interpreted as such.

(k) *Periodic Review.* The City Council may review this Ordinance from time to time in whatever manner the City Administrator then determines to be appropriate, including, but not limited to, review by the City Council in either a work session or a regular session. Failure to review this Ordinance shall not in any way invalidate or limit it.

(l) *Rebate Program.* The City will rebate the lesser annual amount paid for franchise fees versus special assessments over the remaining term of the special assessments, regardless if the assessment was pre-paid or is currently being paid through property taxes. Rebates will be in the form of a check to qualifying property addresses. This rebate program applies strictly to qualifying property addresses during the effective term of their current assessment or this Ordinance, whichever expires first.

SECTION 2: EFFECTIVE DATE.

This Ordinance takes effect as provided by the City Charter. This Ordinance shall terminate five (5) years from the date passed and adopted by the City. If the termination date falls within the middle of a three-month collection period, the Ordinance shall terminate at the end of the collection period.

PASSED by the Ramsey City Council this the ____ day of _____, 20____.

_____
Mayor

ATTEST:

_____
City Clerk

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

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2020 - 2024 Modified CIP Street Overlay & Reconstruction Improvement Project Costs - Franchise Fee Model

Year	Project Type	Project No.	Project Name	Miles	2018 PASER	Estimated Project Cost	MSA	SWU	TIF #8	Franchise Fee Project Cost
2020	Reconstruction	17-STR-005	Variolite Street (Alpine Drive to 173rd Avenue)	2.24	4	$ 2,643,600	$ 2,328,270	$ 315,330	$ -	$ -
2020	Overlay	19-STR-003	Sunfish Square, Sunfish Square 2nd, Windemere Woods, Windemere Woods 2nd, Klemish, Klemish and Flores	2.46	5	$ 495,120	$ -	$ 24,600	$ -	$ 454,011
2020 Subtotal						**$ 3,138,720**	**$ 2,328,270**	**$ 339,930**	**$ -**	**$ 454,011**
2021	Reconstruction	17-STR-001	Barthels Rum River Acres	0.85	2 - 4	$ 701,300	$ -	$ 63,750	$ -	$ 611,633
2021	Reconstruction	19-STR-001	Barthels Rum River Acres 2nd	1.62	2	$ 902,000	$ -	$ 82,000	$ 200,000	$ 594,797
2021	Reconstruction	17-STR-003	Riverdale Drive (Feldspar Street to Tungsten Street)	0.80	3	$ 854,500	$ 500,000	$ 125,560	$ -	$ 219,633
2021	Overlay	19-STR-006	Deerwood, Hunters Ridge, Menkveld's Country Park, Section 11 Unplatted, Riverside West	4.52	5	$ 865,100	$ -	$ 51,440	$ -	$ 785,111
2021 Subtotal						**$ 3,322,900**	**$ 500,000**	**$ 322,750**	**$ 200,000**	**$ 2,211,174**
2022	Reconstruction	17-STR-004	Wood Pond Hills 2nd, 3rd, 4th, and 5th	1.04	4	$ 365,600	$ -	$ 8,800	$ 166,000	$ 183,044
2022	Reconstruction	19-STR-002	Oakwood Hills	0.30	3 - 4	$ 181,900	$ -	$ 16,540	$ -	$ 158,638
2022	Reconstruction	17-STR-003	Section 07 Unplatted	1.66	3	$ 526,700	$ -	$ -	$ -	$ 505,289
2022	Reconstruction	17-STR-005	Autumn Heights	1.61	2	$ 825,000	$ -	$ -	$ -	$ 791,463
2022	Overlay	19-STR-007	Regency Pond, Regency Pond 2nd, Regency Pond 3rd, Wildlife Sanctuary 3rd, Wildwood Acres	2.92	6	$ 580,100	$ -	$ 52,740	$ -	$ 508,856
2022 Subtotal						**$ 2,479,300**	**$ -**	**$ 78,080**	**$ 166,000**	**$ 2,147,291**
2023	Reconstruction	17-STR-008	Fox Ridge Estates 1st & 2nd	2.10	2	$ 1,799,300	$ -	$ 17,280	$ -	$ 1,709,580
2023	Overlay	19-STR-008	Section 15 Unplatted	4.68	6	$ 889,200	$ -	$ 46,800	$ -	$ 812,842
2023 Subtotal						**$ 2,688,500**	**$ -**	**$ 64,080**	**$ -**	**$ 2,522,422**
2024	Reconstruction	17-STR-009	Rodeo Hills Estates / Valley View Acres	1.19	3	$ 981,800	$ -	$ 89,250	$ -	$ 856,267
2024	Reconstruction	17-STR-006	Halls Dover Acres	0.98	2	$ 539,000	$ -	$ 76,000	$ -	$ 444,179
2024	Reconstruction	17-STR-007	Nature View	0.46	3	$ 253,000	$ -	$ -	$ -	$ 242,715
2024	Reconstruction	19-STR-004	161st Avenue (CR 83 to Variolite Street)	0.51	4	$ 279,200	$ -	$ 25,380	$ -	$ 243,502
2024	Overlay	17-STR-010	Oakridge Estates, Sunny Ponds, Sunny Ponds 2nd, Sunny Ponds 3rd, Business Park 95, Business Park 95 2nd, Business Park 95 5th, Business Park 95 7th, Traprock Commons	3.92	6 - 7	$ 744,200	$ -	$ 39,200	$ -	$ 680,263
2024 Subtotal						**$ 2,797,200**	**$ -**	**$ 229,830**	**$ -**	**$ 2,466,927**
5-YEAR (2020 - 2024) TOTALS						**$ 14,426,620**	**$ 2,828,270**	**$ 1,034,670**	**$ 366,000**	**$ 9,801,825**

NOTES: (1) Indirect project costs for Franchise Fee funded projects are reduced 5% for street reconstructions and 4% for overlays compared to Chapter 429 assessment projects.

USING $7 Residential

# of Accts Estimated-did not provide counts

Rate Class	# of Accounts	Flat Rate Fee per Month	# months	Franchise Fee Revenue (Yearly)
Residential	8,967	7.00	12	$753,228
Lower res because single gas meter in apt's				
Based on Monthly Therm Usage				
Com - A (Up to 1500 Therms)	268	10.00	12	$32,160
Ex: Small Churches				
Com/Ind-B (1,500-1-4,999 therms)	151	20.00	12	$36,240
Com/Ind-C (5,000 plus therms)	106	70.00	12	$89,040
SVDF - A (Up to 120,000 therms)	2	148.00	12	$3,552
Institutional	2	148.00	12	$3,552
SVDF - B (greater than 120,000 therms)	0	148.00	12	$0
LVDF	3	800.00	12	$28,800
TOTAL	9,499			$946,572

Connexus Energy

Rate Class	# of Accounts	Flat Rate Fee per Month	# months	Franchise Fee Revenue (Yearly)
Residential	9,143	7.00	12	$768,012
Small Commercial/Industrial-Demand	195	45.00	12	$105,300
Ex: Lord of Life Church				
Small Commercial/Industrial-Non-Demand	226	10.00	12	$27,120
Ex: Small Churches				
Institutional (Schools)	2	210.00	12	$5,040
Large Commercial Industrial	7	210.00	12	$17,640
TOTAL	9,573			$923,112

Anoka Municipal

Rate Class	# of Accounts	Flat Rate Fee per Month	# months	Franchise Fee Revenue (Yearly)
Residential	230	7.00	12	$19,320
Small Commercial/Industrial-Demand	4	45.00	12	$2,160
Small Commercial/Industrial-Non-Demand	50	10.00	12	$6,000
Large Commercial/Industrial	20	210.00	12	$50,400
TOTAL	304			$77,880

TOTALS
$1,521,240
$105,300
$65,280
$91,680
$106,680
$3,552
$3,552
$28,800
$1,926,084

*** Rate Class Key:**

SVDF = Small Volume Dual Fuel
LVDF = Large Volume Dual Fuel

Com=Commercial
Com/Ind = Commercial/Industrial

Fee Per Utility*	Monthly Franchise Fee*	Year	Estimated Project Costs (Franchise Fee Portion Only((See Chart**)		Franchise Revenue Generated	Franchise Fee Rebate****	Funds Remaining
$5.00 per utility							
	$ 10	2020	$ (259,098)	***	$ 1,471,860	$ (40,443)	$ 1,172,319
	$ 10	2021	$ (2,211,174)		$ 1,471,860	$ (40,443)	$ 392,562
	$ 10	2022	$ (2,147,291)		$ 1,471,860	$ (40,443)	$ (323,311)
	$ 10	2023	$ (2,522,422)		$ 1,471,860	$ (40,443)	$ (1,414,316)
	$ 10	2024	$ (2,466,927)		$ 1,471,860	$ (40,443)	$ (2,449,826)
$6.00 per utility							
	$ 12	2020	$ (259,098)	***	$ 1,695,708	$ (44,343)	$ 1,392,267
	$ 12	2021	$ (2,211,174)		$ 1,695,708	$ (44,343)	$ 832,458
	$ 12	2022	$ (2,147,291)		$ 1,695,708	$ (44,343)	$ 336,532
	$ 12	2023	$ (2,522,422)		$ 1,695,708	$ (44,343)	$ (534,525)
	$ 12	2024	$ (2,466,927)		$ 1,695,708	$ (44,343)	$ (1,350,087)
$7.00 per utility							
	$ 14	2020	$ (259,098)	***	$ 1,926,084	$ (46,521)	$ 1,620,465
	$ 14	2021	$ (2,211,174)		$ 1,926,084	$ (46,521)	$ 1,288,854
	$ 14	2022	$ (2,147,291)		$ 1,926,084	$ (46,521)	$ 1,021,126
	$ 14	2023	$ (2,522,422)		$ 1,926,084	$ (46,521)	$ 378,267
	$ 14	2024	$ (2,466,927)		$ 1,926,084	$ (46,521)	$ (209,097)
$7.25 per utility							
	$ 14.50	2020	$ (259,098)	***	$ 1,980,414	$ (47,021)	$ 1,674,295
	$ 14.50	2021	$ (2,211,174)		$ 1,980,414	$ (47,021)	$ 1,396,514
	$ 14.50	2022	$ (2,147,291)		$ 1,980,414	$ (47,021)	$ 1,182,616
	$ 14.50	2023	$ (2,522,422)		$ 1,980,414	$ (47,021)	$ 593,587
	$ 14.50	2024	$ (2,466,927)		$ 1,980,414	$ (47,021)	$ 60,053
$8.00 per utility							
	$ 16	2020	$ (259,098)	***	$ 2,149,932	$ (48,609)	$ 1,842,225
	$ 16	2021	$ (2,211,174)		$ 2,149,932	$ (48,609)	$ 1,732,374
	$ 16	2022	$ (2,147,291)		$ 2,149,932	$ (48,609)	$ 1,686,406
	$ 16	2023	$ (2,522,422)		$ 2,149,932	$ (48,609)	$ 1,265,307
	$ 16	2024	$ (2,466,927)		$ 2,149,932	$ (48,609)	$ 899,703

* Residential Rates only. Commercial/industrial are based on meter size

**See attached chart showing engineers estimate of project costs for years 2020-2024.

***First year of project cost has been reduced by $202,000 which is the remaining 2013 excess road funds

****75% of eligible rebate

Possible Other Funding Sources (one-time funding):

Capital Maintenance Fund: $835,000

Public Improvement Fund (PIR): Approximately $2M not currently committed. Unknown is City's share for Hwy 10

mailed 7/30/19

City of RAMSEY

7550 Sunwood Drive NW • Ramsey, MN 55303
City Hall: 763.427.1410 • Fax: 763.427.5543
www.cityoframsey.com

July 30, 2019

City of Anoka
2015 First Avenue North
Anoka, MN 55303
Attn: Mr. Greg Lee, City Manager

Mr. Lee:

Enclosed for your review is a draft Ordinance that the City of Ramsey is proposing to adopt. The Ordinance will be for the implementation of an electric franchise fee on City of Anoka Electric.

The City of Ramsey is anticipating the following proposed schedule:

- July 29, 2019: Letter to utilities notifying of intention of City to introduce a Franchise Fee ordinance.
- August 12, 2019: Introduction and first reading of ordinance at regular Council meeting on Monday, August 12. Establish public hearing date of Tuesday, September 10.
- August 13 – August 30, 2019: Publish and post notice of public hearing.
- September 10, 2019: Public hearing on Tuesday, September 10.
- Tuesday, September 24, 2019: Earliest possible date of final reading and adoption. This date is subject to change based upon input at the public hearing and can be established for a later date if determined by the Council.
- November 1, 2019: Last day to notify utility companies for a January 1, 2020 effective date. A 60-day notification is required. This date can be moved to a later date at the discretion of the Council.
- January 1, 2020: Target date for 2020 implementation (if approved).

All related meetings, as outlined, will be held at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey at 7:00 p.m.

Please contact me with any questions or concerns regarding the above at (763) 433- 9845.

Sincerely,

Kurt Ulrich
City Administrator

Enclosures: Proposed Ordinance

(PROPOSED) ORDINANCE NO. 19-13

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE IMPLEMENTING AN ELECTRIC FRANCHISE FEE ON CITY OF ANOKA, A MINNESOTA MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA.

THE CITY OF RAMSEY ORDAINS:

SECTION 1: <u>ELECTRIC FRANCHISE FEE</u>

(a) *Definitions.* For the purposes of this Ordinance, the following terms shall have the following meanings:

(1) City. The City of Ramsey, County of Anoka, State of Minnesota.

(2) Company. City of Anoka Municipal Electric Utility, a Minnesota Municipal Corporation, its successors and assigns.

(3) Franchise Agreement. The franchise agreement between the City and Company pursuant to City Ordinance #13-19.

(4) Notice. "Notice" means a writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to the City Manager, City of Anoka, 2015 First Avenue, Anoka, Minnesota, 55303.

Notice to City shall be mailed to the City Administrator, City of Ramsey, 7550 Sunwood Drive NW, Ramsey, Minnesota, 55303.

(b) *Purpose.* The Ramsey City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas and electric services within the City. Pursuant to the Franchise Agreement, the City has the right to impose a franchise fee on Company. All franchise fee revenues generated through this Ordinance shall be collected in lieu of special assessments for street maintenance projects, and shall be dedicated only to long-term street maintenance program projects including pavement preservation and street reconstruction projects.

(c) *Franchise Fee Statement and Schedule.* A franchise fee is hereby imposed on Company commencing with the _____, 20____ billing month, and in accordance with the following fee schedule:

Electric Utility Customer Classification	Amount per Account per Month ($)
Residential	$ 7
Small Commercial/Industrial – Non-Demand	$ 10
Small Commericial/Industrial – Demand	$ 45
Institutional (Schools)	$210
Large Commericial/Idustrial	$210

(d) *Account Fee.* This fee is an account based fee and not a meter-based fee. In the event that an entity covered by this Ordinance has more than one meter, but only one account, only one fee shall be assessed to that account. In the event any entities covered by this Ordinance have more than one account, each account shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any account, the highest possible fee amount shall apply.

(e) *Payment.* After the initial notice period as provided in Section 1(i) franchise fees are to be collected by the Company and submitted to the City in accordance with the following schedule:

January – March collections due by April 30
April – June collections due by July 31
July – September collections due by October 31
October – December collections due by January 31

(f) *Record Support for Payment.* The Company shall make each payment when due and, if requested by the City, shall provide a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total made to account for any non-collectible accounts, refunds or error corrections. The Company shall permit the City, and its representatives, access to the Company's records for the purpose of verifying such statements.

(g) *Payment Adjustments.* Payment to the City will be adjusted where the Company are unable to collect the franchise fee. This includes non-collectible accounts.

(h) *Dispute Resolution.* If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this Ordinance or for such other relief permitted by law.

(i) *Effective Date of Franchise Fee.* The effective date of this Ordinance shall be after its publication and sixty (60) days or more after sending written notice enclosing a copy of this adopted Ordinance to Company by certified mail. Collection of the fee shall commence as provided above.

(j) *Relation to Franchise Agreement.* This Ordinance is enacted in compliance with the Franchise Agreement and shall be interpreted as such.

(k) *Periodic Review.* The City Council may review this Ordinance from time to time in whatever manner the City Administrator then determines to be appropriate, including, but not limited to, review by the City Council in either a work session or a regular session. Failure to review this Ordinance shall not in any way invalidate or limit it.

(l) *Rebate Program.* The City will rebate the lesser annual amount paid for franchise fees versus special assessments over the remaining term of the special assessments, regardless if the assessment was pre-paid or is currently being paid through property taxes. Rebates will be in the form of a check to qualifying property addresses. This rebate program applies strictly to qualifying property addresses during the effective term of their current assessment or this Ordinance, whichever expires first.

SECTION 2: EFFECTIVE DATE.

This Ordinance takes effect as provided by the City Charter. This Ordinance shall terminate five (5) years from the date passed and adopted by the City. If the termination date falls within the middle of a three-month collection period, the Ordinance shall terminate at the end of the collection period.

PASSED by the Ramsey City Council this the ____ day of _____, 20____.

_____
Mayor

ATTEST:

_____
City Clerk

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

City of RAMSEY

7550 Sunwood Drive NW • Ramsey, MN 55303
City Hall: 763.427.1410 • Fax: 763.427.5543
www.cityoframsey.com

July 30, 2019

Connexus Energy
14601 Ramsey Boulevard NW
Ramsey, MN 55303
Attn: Mr. Gregory Ridderbusch, Chief Executive Officer

Mr. Ridderbusch:

Enclosed for your review is a draft Ordinance that the City of Ramsey is proposing to adopt. The Ordinance will be for the implementation of an electric franchise fee on Connexus Energy.

The City of Ramsey is anticipating the following proposed schedule:

- July 29, 2019: Letter to utilities notifying of intention of City to introduce a Franchise Fee ordinance.
- August 12, 2019: Introduction and first reading of ordinance at regular Council meeting on Monday, August 12. Establish public hearing date of Tuesday, September 10.
- August 13 – August 30, 2019: Publish and post notice of public hearing.
- September 10, 2019: Public hearing on Tuesday, September 10.
- Tuesday, September 24, 2019: Earliest possible date of final reading and adoption. This date is subject to change based upon input at the public hearing and can be established for a later date if determined by the Council.
- November 1, 2019: Last day to notify utility companies for a January 1, 2020 effective date. A 60-day notification is required. This date can be moved to a later date at the discretion of the Council.
- January 1, 2020: Target date for 2020 implementation (if approved).

All related meetings, as outlined, will be held at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey at 7:00 p.m.

Please contact me with any questions or concerns regarding the above at (763) 433- 9845.

Sincerely,

Kurt Ulrich
City Administrator

Enclosures: Proposed Ordinance

(PROPOSED) ORDINANCE NO. 19-12

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE IMPLEMENTING AN ELECTRIC FRANCHISE FEE ON CONNEXUS ENERGY, A MINNESOTA COOPERATIVE, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA.

THE CITY OF RAMSEY ORDAINS:

SECTION 1: <u>ELECTRIC FRANCHISE FEE</u>

(a) *Definitions.* For the purposes of this Ordinance, the following terms shall have the following meanings:

(1) City. The City of Ramsey, County of Anoka, State of Minnesota.

(2) Company. Connexus Energy, a Minnesota Cooperative Corporation, its successors and assigns.

(3) Franchise Agreement. The franchise agreement between the City and Company pursuant to City Ordinance #13-20.

(4) Notice. "Notice" means a writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to: Chief Executive Officer, Connexus Energy, 14601 Ramsey Boulevard NW, Ramsey, Minnesota, 55303.

Notice to City shall be mailed to the City Administrator, City of Ramsey, 7550 Sunwood Drive NW, Ramsey, Minnesota, 55303.

(b) *Purpose.* The Ramsey City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas and electric services within the City. Pursuant to the Franchise Agreement, the City has the right to impose a franchise fee on Company. All franchise fee revenues generated through this Ordinance shall be collected in lieu of special assessments for street maintenance projects, and shall be dedicated only to long-term street maintenance program projects including pavement preservation and street reconstruction projects.

(c) *Franchise Fee Statement and Schedule.* A franchise fee is hereby imposed on Company commencing with the _____, 20____ billing month, and in accordance with the following fee schedule:

Electric Utility Customer Classification	Amount per Account per Month ($)
Residential	$ 7
Small Commercial/Industrial – Non-Demand	$ 10
Small Commericial/Industrial – Demand	$ 45
Institutional (Schools)	$210
Large Commericial/Idustrial	$210

(d) *Account Fee.* This fee is an account based fee and not a meter-based fee. In the event that an entity covered by this Ordinance has more than one meter, but only one account, only one fee shall be assessed to that account. In the event any entities covered by this Ordinance have more than one account, each account shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any account, the highest possible fee amount shall apply.

(e) *Payment.* After the initial notice period as provided in Section 1(i) franchise fees are to be collected by the Company and submitted to the City in accordance with the following schedule:

January – March collections due by April 30
April – June collections due by July 31
July – September collections due by October 31
October – December collections due by January 31

(f) *Record Support for Payment.* The Company shall make each payment when due and, if requested by the City, shall provide a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total made to account for any non-collectible accounts, refunds or error corrections. The Company shall permit the City, and its representatives, access to the Company's records for the purpose of verifying such statements.

(g) *Payment Adjustments.* Payment to the City will be adjusted where the Company are unable to collect the franchise fee. This includes non-collectible accounts.

(h) *Dispute Resolution.* If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this Ordinance or for such other relief permitted by law.

(i) *Effective Date of Franchise Fee.* The effective date of this Ordinance shall be after its publication and sixty (60) days or more after sending written notice enclosing a copy of this adopted Ordinance to Company by certified mail. Collection of the fee shall commence as provided above.

(j) *Relation to Franchise Agreement.* This Ordinance is enacted in compliance with the Franchise Agreement and shall be interpreted as such.

(k) *Periodic Review.* The City Council may review this Ordinance from time to time in whatever manner the City Administrator then determines to be appropriate, including, but not limited to, review by the City Council in either a work session or a regular session. Failure to review this Ordinance shall not in any way invalidate or limit it.

(l) *Rebate Program.* The City will rebate the lesser annual amount paid for franchise fees versus special assessments over the remaining term of the special assessments, regardless if the assessment was pre-paid or is currently being paid through property taxes. Rebates will be in the form of a check to qualifying property addresses. This rebate program applies strictly to qualifying property addresses during the effective term of their current assessment or this Ordinance, whichever expires first.

SECTION 2: EFFECTIVE DATE.

This Ordinance takes effect as provided by the City Charter. This Ordinance shall terminate five (5) years from the date passed and adopted by the City. If the termination date falls within the middle of a three-month collection period, the Ordinance shall terminate at the end of the collection period.

PASSED by the Ramsey City Council this the ____ day of _____; 20____.

_____
Mayor

ATTEST:

_____
City Clerk

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

City of RAMSEY

7550 Sunwood Drive NW • Ramsey, MN 55303
City Hall: 763.427.1410 • Fax: 763.427.5543
www.cityoframsey.com

July 30, 2019

Centerpoint Energy Minnesota
505 Nicollet Mall
P.O. Box 59038
Mpls., MN 55459-0038
Attn: Mr. Scott Lehner, Area Manager

Mr. Lehner

Enclosed for your review is a draft Ordinance that the City of Ramsey is proposing to adopt. The Ordinance will be for the implementation of a gas franchise fee on Centerpoint Energy.

The City of Ramsey is anticipating the following proposed schedule:

- July 29, 2019: Letter to utilities notifying of intention of City to introduce a Franchise Fee ordinance.
- August 12, 2019: Introduction and first reading of ordinance at regular Council meeting on Monday, August 12. Establish public hearing date of Tuesday, September 10.
- August 13 – August 30, 2019: Publish and post notice of public hearing.
- September 10, 2019: Public hearing on Tuesday, September 10.
- Tuesday, September 24, 2019: Earliest possible date of final reading and adoption. This date is subject to change based upon input at the public hearing and can be established for a later date if determined by the Council.
- November 1, 2019: Last day to notify utility companies for a January 1, 2020 effective date. A 60-day notification is required. This date can be moved to a later date at the discretion of the Council.
- January 1, 2020: Target date for 2020 implementation (if approved).

All related meetings, as outlined, will be held at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey at 7:00 p.m.

Please contact me with any questions or concerns regarding the above at (763) 433- 9845.

Sincerely,

Kurt Ulrich
City Administrator

Enclosures: Proposed Ordinance

(PROPOSED) ORDINANCE NO. 19-11

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE IMPLEMENTING A GAS FRANCHISE FEE ON CENTERPOINT ENERGY MINNESOTA, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING GAS SERVICE WITHIN THE CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA.

THE CITY OF RAMSEY ORDAINS:

SECTION 1: <u>GAS FRANCHISE FEE</u>

(a) *Definitions.* For the purposes of this Ordinance, the following terms shall have the following meanings:

(1) City. The City of Ramsey, County of Anoka, State of Minnesota.

(2) Company. Centerpoint Energy Minnesota, its successors and assigns.

(3) Franchise Agreement. The franchise agreement between the City and Company pursuant to City Ordinance #03-16.

(4) Notice. "Notice" means a writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to Centerpoint Energy Minnesota, 505 Nicollet Mall, P.O. Box 59038, Minneapolis, Minnesota, 55459-0038.

Notice to City shall be mailed to the City Administrator, 7550 Sunwood Drive NW, Ramsey, Minnesota, 55303.

(b) *Purpose.* The Ramsey City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas and electric services within the City. Pursuant to the Franchise Agreement, the City has the right to impose a franchise fee on Company. All franchise fee revenues generated through this Ordinance shall be collected in lieu of special assessments for street maintenance projects, and shall be dedicated only to long-term street maintenance program projects including pavement preservation and street reconstruction projects.

(c) *Franchise Fee Statement and Schedule.* A franchise fee is hereby imposed on Company commencing with the _____, 20____ billing month, and in accordance with the following fee schedule:

Gas Utility Customer Classification	Amount per Account per Month ($)
Residential	$ 7
Comm/Ind A (Up to 1,500 Therms)	$ 10
Comm/Ind B (1,500-4,999 Therms)	$ 20
Comm/Ind C (5,000 + Therms)	$ 70
Small Volume, Dual Fuel A ("SVDF A")	$148
Small Volume, Dual Fuel B ("SVDF B")	$148
Institutional	$148
Large Volume, Dual Fuel ("LVDF")	$800

(d) *Account Fee.* This fee is an account based fee and not a meter-based fee. In the event that an entity covered by this Ordinance has more than one meter, but only one account, only one fee shall be assessed to that account. In the event any entities covered by this Ordinance have more than one account, each account shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any account, the highest possible fee amount shall apply.

(e) *Payment.* After the initial notice period as provided in Section 1 (i) franchise fees are to be collected by the Company and submitted to the City in accordance with the following schedule:

January – March collections due by April 30
April – June collections due by July 31
July – September collections due by October 31
October – December collections due by January 31

(f) *Record Support for Payment.* The Company shall make each payment when due and, if requested by the City, shall provide a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total made to account for any non-collectible accounts, refunds or error corrections. The Company shall permit the City, and its representatives, access to the Company's records for the purpose of verifying such statements.

(g) *Payment Adjustments.* Payment to the City will be adjusted where the Company is unable to collect the franchise fee. This includes non-collectible accounts.

(h) *Dispute Resolution.* If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an

action in District Court to interpret and enforce this Ordinance or for such other relief permitted by law.

(i) *Effective Date of Franchise Fee.* The effective date of this Ordinance shall be after its publication and sixty (60) days or more after sending written notice enclosing a copy of this adopted Ordinance to Company by certified mail. Collection of the fee shall commence as provided above.

(j) *Relation to Franchise Agreement.* This Ordinance is enacted in compliance with the Franchise Agreement and shall be interpreted as such.

(k) *Periodic Review.* The City Council may review this Ordinance from time to time in whatever manner the City Administrator then determines to be appropriate, including, but not limited to, review by the City Council in either a work session or a regular session. Failure to review this Ordinance shall not in any way invalidate or limit it.

(l) *Rebate Program.* The City will rebate the lesser annual amount paid for franchise fees versus special assessments over the remaining term of the special assessments, regardless if the assessment was pre-paid or is currently being paid through property taxes. Rebates will be in the form of a check to qualifying property addresses. This rebate program applies strictly to qualifying property addresses during the effective term of their current assessment or this Ordinance, whichever expires first.

SECTION 2: EFFECTIVE DATE.

This Ordinance takes effect as provided by the City Charter. This Ordinance shall terminate five (5) years from the date passed and adopted by the City. If the termination date falls within the middle of a three-month collection period, the Ordinance shall terminate at the end of the collection period.

PASSED by the Ramsey City Council this the ____ day of _____, 20____.

_____
Mayor

ATTEST:

_____
City Clerk

Introduction Date:
Posting Dates:
Adoption Date:
Publication Date:

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

CC Regular Session **7. 3.**

Meeting Date: 08/12/2019

By: Jeff Katers, Police

Information

Title:

Adopt Resolution #19-198 Denying a Massage Therapy License

Purpose/Background:

The Therapeutic Massage Establishment License for Oassis Massage located at 14037 St. Francis Blvd NW was recently suspended by the City Council due to alleged criminal activity. Qu Xiaoxin has made application to establish a new Therapuetic Massage business at the location. The proposed business would be known as 'The Gateway Massage'. Ms. Xiaoxin was not involved in operations at the previous business, Oassis Massage.

Recommendation:

After completion of the required Background Check, Chief Katers recommends denial of the licenses for Therapeutic Massage Establishment for 'The Gateway Massage' to be located at 14037 St. Francis Blvd NW. Chief Katers also recommends denial of the licenses for Therapeutic Massage Therapist for the Applicant, Qu Xiaoxin.

The basis for the denial recommendation is the missing or incomplete information provided in the application(s). Also, the Applicant failed to disclose involvement in other massage businesses in other cities.

Action:

Adopt Resolution #19-198 denying Therapuetic Massage Therapy Establishment License for 'The Gateway Massage' at 14037 St. Francis Blvd NW and Therapuetic Massage Therapist license for Qu Xiaoxin.

Attachments

Resolution #19-198

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	08/08/2019 01:40 PM
Kurt Ulrich	Kurt Ulrich	08/08/2019 02:31 PM
Form Started By: Jeff Katers		Started On: 08/06/2019 04:34 PM
Final Approval Date: 08/08/2019		

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

RESOLUTION #19-198

RESOLUTION DENYING APPLICATION FROM THE MASSAGE GATEWAY FOR A MASSAGE ESTABLISHMENT LICENSE AND DENYING APPLICATION FROM QU XIAOXIN FOR A THERAPEUTIC MASSAGE THERAPIST LICENSE

WHEREAS, the City of Ramsey, herein referred to as the "City," has received an Application from Qu Xiaoxin for a Massage Establishment License and a Massage Therapist License; and

WHEREAS, the City's Police Chief has conducted a background check and recommends denial of both licenses.

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

1) That the City Council denies the application for a Massage Establishment License for The Massage Gateway.
2) That the City Council denies the application for a Massage Therapist License for Qu Xiaoxin.

That 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:

and the following voted against the same:

and the following abstained:

and the following were absent:

Existing Vacancy
Existing Vacancy

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 12th of August, 2019.

_____
Mayor

ATTEST:

_____

City Clerk

CC Regular Session **7. 4.**

Meeting Date: 08/12/2019

By: Megan Thorstad, Administrative Services

Information

Title

Adopt Resolution #19-176 Approving PRIME Advertising Contracts for Ramsey Resident Newsletter and Annual Community Resource Guide

Purpose/Background:

The purpose of this case is to request the City Council to approve PRIME Advertising Contracts for the Ramsey Resident Newsletter and Annual Community Resource Guide.

As discussed in previous Work Sessions, the change will reduce the overall cost of the Ramsey Resident newsletter and allow the Administrative Department to allocate more time to other tasks such as records retention. The goal is to make this process more efficient and cost-effective as outlined in our Strategic Plan.

The City Charter requires the City to publish a minimum of six Newsletters per calendar year. (Sec. 12.13). Currently, the City publishes a bi-monthly Ramsey Resident Newsletter which fulfills this requirement. In addition, the Community Development Department publishes one to two Ramsey Recycler newsletters per year which fulfills the Select Committee On Recycling Environment (SCORE) funding requirements. These newsletters are bulk mailed to every address in Ramsey, including all businesses, for a total of approximately 10,600 addresses. The newsletter is currently printed by Countryside Printing with ads being sold by Scott Robinson of Universal Apparel. The revenue from ad sales is split 50/50 between the City of Ramsey and Universal Apparel. The invoicing for ads is handled by the City's Finance Department.

Staff has conducted research in terms of how other cities of similar population handle their newsletters and what other vendors exist that can handle the design, printing and solicitation of ad sales. Other than PRIME, staff found no other vendor that coordinates the design, printing and advertisement sales. Most companies, on the chart provided, only have the capabilities to handle the design and printing.

By outsourcing the design work, combined with condensing the number of publications and the number of pages per publication, the City can cut its annual newsletter expenditures to an estimated $32,500. By taking these steps, it would also allow the Administrative Department to accomplish more tasks with its existing staff.

To reduce costs and staff time spent dedicated to the newsletter, staff is recommending the City publish: Four quarterly newsletters, PRIME's Annual Community Guide and at least one Ramsey Recycler.

	16-page PRIME
	$36,664
	-4,164 (SCORE)
	$32,500

These numbers are an estimate and may fluctuate slightly due to ad sales, printing and postage. Please note the current amount spent on the Ramsey Resident is $42,190.50. This option yields a cost savings of approximately $10,000 annually.

Staff is recommending a contract start time of January 1, 2020. PRIME will begin work on the 2020 Newsletters and Guide no later than Oct. 1, 2019 to meet the Jan. 1, 2020 publication date.

Funding Source:

The funding for the Ramsey Resident is a line item in the General Fund Budget. The funding for the Ramsey Recycler is initially paid for by the City and is later reimbursed via the Select Committee on Recycling and the Environment (SCORE) funds, which the City receives as part of its Recycling Agreement with Anoka County. Please note that the City must publish education material regarding changes in global recycling patterns in order to be reimbursed by SCORE. The staff time spent designing the Ramsey Recycler is charged to the Ramsey Resident line item.

Recommendation:

Adopt Resolution #19-176 Approving PRIME Advertising Contracts for Ramsey Resident Newsletter and Annual Community Resource Guide.

Action:

Motion to adopt Resolution #19-176 Approving PRIME Advertising Contracts for Ramsey Resident Newsletter and Annual Community Resource Guide.

Attachments

PRIME Community Guide Contract

PRIME Ramsey Resident Contract

Res 19 176 PRIME Contracts

Form Review

Inbox	Reviewed By	Date
Colleen Lasher	Colleen Lasher	07/18/2019 01:08 PM
Kathy Schmitz	Kathy Schmitz	07/18/2019 03:53 PM
Tim Gladhill	Tim Gladhill	07/18/2019 04:03 PM
Kurt Ulrich	Kurt Ulrich	08/08/2019 01:54 PM
Form Started By: Megan Thorstad		Started On: 07/17/2019 10:34 AM
Final Approval Date: 08/08/2019		

PRIME
ADVERTISING & DESIGN

PRIME ADVERTISING & DESIGN, INC.
& THE CITY OF RAMSEY COMMUNITY RESOURCE & RESIDENTS' GUIDE
Published Annually
July 10, 2019

Prime's Deliverables:

Prime's Publication Division will:

- Collaborate with City staff to develop informative, insightful and entertaining content. Prime will develop an editorial menu and provide a minimum of one (1) original piece of content authored by Prime Staff. Prime will also provide photography services via staff photographer to supplement City photography. All content will be proofed and approved by the City of Ramsey.

- Advertising sales to businesses in and around the Ramsey community.

- A minimum of 11,000, 4-color Guides will be printed. Prime reserves the right to increase or decrease the quantity printed.

- Direct mailing of Guides to all homes, apartments and businesses in Ramsey.

- Conversion from print into a digital edition format for use on City website. The 'turn-page' digital edition includes links to websites and emails of all advertisers, as well as relevant content.

City of Ramsey Deliverables:

- The City shall pay a comprehensive, all-inclusive, per issue publishing fee that includes all services outlined under Prime Deliverables including editorial, photography, design, production, digital edition, printing, mailing, and postage. Postage amounts are approximate and final amount will be determined when carrier route list is finalized. Prime Advertising & Design is not responsible for the increase of USPS postal rates and as targeted carrier routes change. Any increase in postage rates and changes to carrier routes is the responsibility of the City of Ramsey.

- Editorial support to Prime staff in developing timely and relevant content and photography.

- Editing, proofing and approval of Guide content.

PRIME
ADVERTISING & DESIGN

AGREEMENT BETWEEN THE CITY OF RAMSEY AND PRIME ADVERTISING & DESIGN, INC. FOR THE PUBLICATION OF THE CITY OF RAMSEY RESIDENTS' GUIDE

This agreement made and entered into this ____ day of _____2019, by and between the CITY OF RAMSEY, a municipal corporation, hereinafter referred to as "City" and PRIME ADVERTISING & DESIGN, INC., a corporation doing business at 6450 Wedgwood Road North, Suite 100, Maple Grove, Minnesota, 55369, hereinafter referred to as "Prime."

The parties wish to reduce to writing the terms and conditions regulating the production and distribution of said Community Resource & Residents' Guide™ "Guide." Based upon mutual considerations contained herein, the parties agree as follows:

Purpose of Guide
The Guide is a comprehensive communication resource for residents in the Ramsey community as well as surrounding areas. The Guide will promote a positive image of the area by providing concise, timely, accurate, and useful information about the City, the member businesses, and the Ramsey community, which will help promote the economic growth and tourism.

Size
The Guide shall be an 8.25" x 10.75" four-color process with bleeds, magazine-style, saddle-stitched publication. Prime reserves the right to increase or decrease the number of pages depending on the availability of advertising.

Advertising
Prime shall be solely responsible for selling ad space to advertisers on such terms, conditions and at such prices as Prime determines. Prime will indemnify and hold harmless the City for any and all claims of any kind or nature arising out of the advertiser's content within any publication of said Community Resource & Residents' Guide.

Publication Dates
Prime will provide an approximate production and mailing schedule annually, which both parties will make every reasonable effort to meet.

Publication
The City shall be responsible for the preparation and submission of articles and photos for the Guide. Prime Staff will author a minimum of one (1) original piece of content. Prime will also provide photography services, as needed, via a staff photographer to supplement City photography. All content will be proofed and approved by the City of Ramsey. Prime will work with the City to develop a content schedule and editorial menu.

Each Guide shall contain a disclaimer statement, approved by the City, to the effect that the advertisers offset the costs of the Guide and that Prime, not the City, is in total control of the advertising content of the Guide. Prime will also receive approval from the City for any special insertions to the Guide unless the insertion items are at the City's request.

PRIME
ADVERTISING & DESIGN

Production
The City shall be responsible for providing Prime with any electronic copies of articles they would like included, as well as any photos (either electronic or actual) to be published. Prime may also provide photos and/or stock art in the design/layout of the Guide with final approval by the City. Prime warrants it has rights to the photos and/or stock art it provides and will indemnify and hold harmless the City from any and all claims arising from copyright infringement relating to the use of said photos and/or stock art in the design/layout of the Guide. Prime shall be responsible, subject to this agreement, for all aspects of production of the Guide including, but not limited to, design, layout, printing and post-production delivery of all Guides.

Distribution
Prime, through the U.S. mail, shall distribute the Guide. Prime is responsible for receiving routes, count information, and mailing of Guides accordingly. The Guide shall be distributed to each residential unit, including apartments, townhouses and condominiums, and to each business located within the geographic confines of the City of Ramsey, except for Post Office Boxes. Approximately two hundred (200) additional copies shall be initially delivered to the City at no charge. The City may request additional copies as needed. Prime shall provide the City with a digital edition of the Guide for posting on the City website.

Publishing Fee
The City shall pay a comprehensive, all-inclusive, per issue publishing fee that includes all services outlined under Prime Deliverables including editorial, photography, design, production, digital edition, printing, mailing, and postage based on the size of the publication. Printing, postage, and mailing costs will be reviewed annually.

Prime Advertising & Design is not responsible for the increase of USPS postal rates or for increases due to targeted carrier route changes. Any increase in postage rates and changes to carrier routes is the responsibility of the City of Ramsey. Additional charges will apply to the City when an item(s) is inserted in the newsletter at the City's request. Cost will depend on the size and weight of item inserted. Cost of insertion items weighing more than 1/2 ounce will be handled on a case-by-case basis. Prime shall not insert any item without prior review and approval by the City.

The per issue publishing fee is - $6,500.00 / per annual issue

Term
The initial term of this agreement will be for three years publication of the City of Ramsey Community Resource & Residents' Guide™ with sales and production starting upon execution of this agreement. This agreement shall automatically renew for another three (3) year term at the end of each three (3) term, unless either party provides notice to the other of its intent to terminate this agreement.

Termination
Each party shall retain the right to terminate this agreement by giving 180 day written notice to the other party of such termination.

PRIME
ADVERTISING & DESIGN

Ownership/Copyright

Prime shall own the copyright of the Guide, provided that each party shall retain ownership rights, including copyright, of their respective independent contributions to the Guide. As owner of the copyright of the Guide, Prime shall have the right to reproduce and distribute all or part of the Guide for any purpose.

Independent Contractor Indemnification

It is understood and agreed that Prime is an independent contractor and is not an employee of the City. As such, Prime agrees to indemnify, save and hold harmless the City from any and all claims of every kind and nature which may arise out of the advertising content of any Guide and Prime's performance of this contract. In turn, the City agrees to indemnify, save and hold harmless Prime for any and all claims of every kind and nature which may arise from the article content of any said Guide and the City's performance of this contract. Any disputes arising out of this agreement shall be decided according to the laws of the State of Minnesota and venue in a Minnesota court of competent jurisdiction.

In witness whereof, the parties hereto have entered into this agreement as of the day and year first above written.

CITY OF RAMSEY	PRIME ADVERTISING & DESIGN, INC.
City/Organization	Contractor
By	By
Its	President/CEO Its
Printed Name	Mark J. Murray Printed Name
Date	7/11/19 Date

PRIME
ADVERTISING & DESIGN

PRIME ADVERTISING GUIDELINES – Exhibit A

Advertising Content: In its agreements with advertisers, the agreements shall clearly indemnify and hold harmless the "City" for any and all claims of any kind or nature arising out of the advertiser's display advertising content.

Prime shall obtain family-friendly commercial messages and/or advertisements consistent with the following guidelines. Any commercial message or advertisement which contains any of the following characteristics or which is of the type or category listed shall be and hereby are expressly prohibited:

1. Promotion of the sale or consumption of tobacco products or depiction of the use of tobacco products.

2. Promotion in any form of illegal drugs, illegal drug use or illegal drug materials or characterizations which suggest or depict the promotion or glorification of any such products, activities or materials.

3. Promotion for the use or sale of firearms, explosives or other weapons, or the depiction, suggestion or glorification of violence or acts of a violent nature.

4. Advertisements containing material that demeans or disparages an individual or group of individuals on the basis of race, color, religion, national origin, ancestry, gender, age, disability, ethnicity, marital or parental status, military discharge status, source of income, or sexual orientation.

5. Commentary, advocacy or promotion of issues, candidates, campaigns or organizations of a social, political, religious, or rhetorical nature.

6. Depiction in any form of nudity or semi-nudity, profanity, obscenity, or lewdness or characterizations which suggest, depict or promote any such element or sexually oriented products, activities or materials.

7. Use of language or descriptive material which taken in form and context is deemed to be unsuitable for and contrary to community standards or standards of appropriateness for governmental or family audience.

8. Use of words, language, representations or descriptive material of any kind having more than one meaning or connotation, one of which would otherwise be prohibited under these guidelines.

All advertising shall conform to guidelines above and must be approved by the "City" before production. The City approval process will require Prime to submit a proof of all proposed advertisements to the City, including content, size and proposed placement. The City retains absolute discretion to reject any proposed advertisement and Prime shall have no claim for damages or other loss related to any such denial and shall further defend and indemnity the City from any claims by advertisers related in any way to the City's rejection of a proposed advertisement.

PRIME
ADVERTISING & DESIGN

PRIME ADVERTISING & DESIGN, INC.
& THE CITY OF RAMSEY RESIDENT NEWSLETTER
Published Quarterly
July 10, 2019

Prime's Deliverables:

Prime's Publication Division will:

- Collaborate with City staff to develop informative, insightful and entertaining content. Prime will develop an editorial menu and provide a minimum of one (1) original piece of content authored by Prime Staff. Prime will also provide photography services via staff photographer to supplement City photography. All content will be proofed and approved by the City of Ramsey.
- An enhanced / redesign of the newsletter, allowing for best use of high-resolution images and vibrant design.
- Advertising sales to businesses in and around the Ramsey community.
- Printing up to 10,600 copies of a 16-page OR 24-page 4-color newsletter.
- Direct mailing of up to 10,500 newsletters to all homes, apartments and businesses in Ramsey.
- Conversion from print into a digital edition format for use on City website. The 'turn-page' digital edition includes links to websites and emails of all advertisers, as well as relevant content.

City of Ramsey Deliverables:

- The City shall pay a comprehensive, all-inclusive, per issue publishing fee that includes all services outlined under Prime Deliverables including editorial, photography, design, production, digital edition, printing, mailing, and postage. Postage amounts are approximate and final amount will be determined when carrier route list is finalized. Prime Advertising & Design is not responsible for the increase of USPS postal rates and as targeted carrier routes change. Any increase in postage rates and changes to carrier routes is the responsibility of the City of Ramsey.
- Editorial content and photography submitted to Prime staff in a timely and relevant manner.
- Editing, proofing and approval of newsletter content.

PRIME
ADVERTISING & DESIGN

CONTRACT BETWEEN THE CITY OF RAMSEY AND PRIME ADVERTISING & DESIGN, INC. FOR THE QUARTERLY PUBLICATION OF THE CITY OF RAMSEY RESIDENT NEWSLETTER

This agreement made and entered into this ____ day of _____2019, by and between the CITY OF RAMSEY, a municipal corporation, hereinafter referred to as "City" and PRIME ADVERTISING & DESIGN, INC., a corporation doing business at 6450 Wedgwood Road North, Suite 100, Maple Grove, Minnesota, 55369, hereinafter referred to as "Prime."

The parties wish to reduce to writing the terms and conditions regulating the production and distribution of said City of Ramsey Resident Newsletter "Newsletter." Based upon mutual considerations contained herein, the parties agree as follows:

Purpose of Newsletter
The Ramsey Resident promotes a positive image of the City and is a key vehicle to deliver timely, up-to-date City news and information within the community. An enhanced version of the Resident will be valuable in promoting the economic development for the city, businesses and residents. The Resident is also an important marketing tool for local businesses, allowing them an efficient vehicle to reach every home, apartment and business in the community.

Size
The newsletter shall be a 16-page OR 24-page magazine-style publication. Printed on White 70# Matte – 4/4 Full Color with Bleeds, finished size will be 8.25" x 10.75", Collated, Saddle Stitched. Prime reserves the right to increase or decrease the number of pages based on content and participation with notification to the City.

Advertising
Prime shall be solely responsible for and may sell space to advertisers on such terms, conditions and at such prices as Prime determines. Prime shall follow the Advertising Guidelines in Exhibit A of this contract. In its contracts with advertisers, the contracts shall clearly state that the City is not a party to the contract and that the advertiser's sole source of recourse is against Prime. Prime will indemnify and hold harmless the City for any and all claims of any kind or nature arising out of the advertisers' content within any publication of said newsletter.

Advertising shall be limited up to 30% percent of the newsletter space. Advertisements will be limited to 1/2, 1/4 and 1/8-page ads. On one page there may be no more than 1/2 of the page dedicated to advertising (either two 1/4-page ads, four 1/8-page ads or one 1/2-page ad).

Publication Dates
The newsletter shall be published on a schedule to be determined. Prime shall provide the City with a production schedule based on the City's requested mailing dates. Every reasonable effort will be made by both parties to meet said schedule.

PRIME
ADVERTISING & DESIGN

Publication
The City shall be responsible for the preparation and submission of articles and photos for the newsletter. Prime Staff will author a minimum of one (1) original piece of content. Prime will also provide photography services, as needed, via a staff photographer to supplement City photography. All content will be proofed and approved by the City of Ramsey.

Each Newsletter shall contain a disclaimer statement, approved by the City, to the effect that the advertisers offset the costs of the Newsletter and that Prime, not the City, is in total control of the advertising content of the Newsletter. Prime will also receive approval from the City for any special insertions to the Newsletter unless the insertion items are at the City's request.

Production
The City shall be responsible for providing Prime with any electronic copies of articles they would like included, as well as any photos (either electronic or actual) to be published. Prime may also provide photos and/or stock art in the design/layout of the newsletter with final approval by the City. Prime warrants it has rights to the photos and/or stock art it provides and will indemnify and hold harmless the City from any and all claims arising from copyright infringement relating to the use of said photos and/or stock art in the design/layout of the newsletter. Prime shall be responsible, subject to this agreement, for all aspects of production of the newsletter including, but not limited to, design, layout, printing and post-production delivery of all newsletters.

Distribution
Prime, through the U.S. mail, shall distribute the newsletter. Prime is responsible for receiving routes, count information, and mailing of newsletters accordingly. The newsletter shall be distributed to each residential unit, including apartments, townhouses and condominiums, and to each business located within the geographic confines of the City of Ramsey, except for Post Office Boxes. One hundred (100) additional copies of each edition shall be delivered to the City at no charge. Prime shall provide the City with a digital edition of the newsletter for posting on the City website.

Publishing Fee
The City shall pay a comprehensive, all-inclusive, per issue publishing fee that includes all services outlined under Prime Deliverables including editorial, photography, design, production, digital edition, printing, mailing, and postage based on the size of the publication. Printing, postage, and mailing costs will be reviewed quarterly.

Prime Advertising & Design is not responsible for the increase of USPS postal rates or for increases due to targeted carrier route changes. Any increase in postage rates and changes to carrier routes is the responsibility of the City of Ramsey. Additional charges will apply to the City when an item(s) is inserted in the newsletter at the City's request. Cost will depend on the size and weight of item inserted. Cost of insertion items weighing more than 1/2 ounce will be handled on a case-by-case basis. Prime shall not insert any item without prior review and approval by the City.

The publishing fee structure is as follows:

- 16-page Newsletter - $6,500.00 / per issue
  OR
- 24-page Newsletter - $7,996.00 / per issue.

PRIME
ADVERTISING & DESIGN

Term
The initial term of this agreement will be for three years publication of the City of Ramsey Resident Newsletter with sales and production starting upon execution of this agreement. This agreement shall automatically renew for another three (3) year term at the end of each three (3) term, unless either party provides notice to the other of its intent to terminate this agreement.

Termination
Each party shall retain the right to terminate this agreement by giving 180 days written notice to the other party of such termination.

Ownership/Copyright
The City shall own the copyright of the newsletter, provided that each party shall retain ownership rights, including copyright, of their respective independent contributions to the newsletter. As owner of the copyright of the newsletter, the City shall have the right to reproduce and distribute all or part of the newsletter for any purpose.

Independent Contractor Indemnification
It is understood and agreed that Prime is an independent contractor and is not an employee of the City. As such, Prime agrees to indemnify, save and hold harmless the City from any and all claims of every kind and nature which may arise out of the advertising content of any Newsletter and Prime's performance of this contract. In turn, the City agrees to indemnify, save and hold harmless Prime for any and all claims of every kind and nature which may arise from the article content of any said newsletter and the City's performance of this contract. Any disputes arising out of this agreement shall be decided according to the laws of the State of Minnesota and venue in a Minnesota court of competent jurisdiction.

In witness whereof, the parties hereto have entered into this agreement as of the day and year first above written.

CITY OF RAMSEY	PRIME ADVERTISING & DESIGN, INC.
City/Organization	Contractor
By	By
Its	President/CEO Its
Printed Name	Mark J. Murray Printed Name
Date	July 10, 2019 Date

PRIME
ADVERTISING & DESIGN

PRIME ADVERTISING GUIDELINES – Exhibit A

Advertising Content: In its agreements with advertisers, the agreements shall clearly indemnify and hold harmless the "City" for any and all claims of any kind or nature arising out of the advertiser's display advertising content.

Prime shall obtain family-friendly commercial messages and/or advertisements consistent with the following guidelines. Any commercial message or advertisement which contains any of the following characteristics or which is of the type or category listed shall be and hereby are expressly prohibited:

1. Promotion of the sale or consumption of tobacco products or depiction of the use of tobacco products.

2. Promotion in any form of illegal drugs, illegal drug use or illegal drug materials or characterizations which suggest or depict the promotion or glorification of any such products, activities or materials.

3. Promotion for the use or sale of firearms, explosives or other weapons, or the depiction, suggestion or glorification of violence or acts of a violent nature.

4. Advertisements containing material that demeans or disparages an individual or group of individuals based on race, color, religion, national origin, ancestry, gender, age, disability, ethnicity, marital or parental status, military discharge status, source of income, or sexual orientation.

5. Commentary, advocacy or promotion of issues, candidates, campaigns or organizations of a social, political, religious, or rhetorical nature.

6. Depiction in any form of nudity or semi-nudity, profanity, obscenity, or lewdness or characterizations which suggest, depict or promote any such element or sexually oriented products, activities or materials.

7. Use of language or descriptive material which taken in form and context is deemed to be unsuitable for and contrary to community standards or standards of appropriateness for governmental or family audience.

8. Use of words, language, representations or descriptive material of any kind having more than one meaning or connotation, one of which would otherwise be prohibited under these guidelines.

All advertising shall conform to guidelines above and must be approved by the "City" before production. The City approval process will require Prime to submit a proof of all proposed advertisements to the City, including content, size and proposed placement. The City retains absolute discretion to reject any proposed advertisement and Prime shall have no claim for damages or other loss related to any such denial and shall further defend and indemnity the City from any claims by advertisers related in any way to the City's rejection of a proposed advertisement.

PRIME
ADVERTISING & DESIGN

Proposed Advertising Rates*

Ad Size	SPECS (W X H)	ONE	TWO	THREE	FOUR
1/2 Page	7.75 x 4.5	$755	$735	$695	$635
1/4 Page	3.75 x 4.5	$485	$465	$425	$365
1/8 Page	3.75 x 2.125	$299	$279	$239	$179

*Final prices to be determined and subject to change at Prime's discretion.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #19-176

RESOLUTON APPROVING PRIME ADVERTISING CONTRACTS FOR THE RAMSEY RESIDENT NEWSLETTER AND ANNUAL COMMUNITY RESOURCE GUIDE

WHEREAS, the City wishes to outsource the City newsletter, The Ramsey Resident; and

WHEREAS. the newsletter will be published quarterly as a four-color glossy newsletter with space for advertisers; and

WHEREAS, the contract covers sale of ad space, design, printing and distribution of the newsletter; and

WHEREAS, outsourcing the Ramsey Resident newsletter will allow Staff to focus on other important internal tasks; and

WHEREAS, the Annual Community Resource Guide may benefit the Economic Development Authority (EDA) with a strong marketing tool for the City.

1) Motion to adopt resolution #19-176 Approving PRIME Advertising Contracts for Ramsey Resident Newsletter and Annual Community Resource Guide

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:

Where upon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of July, 2019.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **7. 5.**

Meeting Date: 08/12/2019

By: Katie Schmidt, Administrative Services

Information

Title

Adopt Resolution #19-189 to Backfill the Vacant Part-time Recreation Specialist Position

Purpose/Background:

The purpose of this case is to authorize filling the vacant part-time Recreation Specialist position.

This position is responsible for assisting in the development, implementation and ongoing daily administrative tasks necessary to provide recreational programing in the City. The position also provides back-up to the Public Works Administrative Assistant. The duties of this approximately 20 hours per week position include, but are not limited to the following:

• Assist in all aspects of the development, marketing, implementation, and evaluation of municipal recreational programing and events
• Assist with generating social media promotional posts and communications for recreation programs and events
• Coordinate, purchase, organize, and deliver supplies, documents and schedules for programs and events
• Provide staff support including data entry, phone calls, program registration, reports and records management
• Attend programs and events, as needed
• Other duties as assigned

This is a part-time regular position replacing the current Park and Recreation Specialist who submitted a letter of resignation. The position facilitates the City's growing recreational programing, including, but not limited to favorites such as the summer concerts at The Draw, Art in the Park, fitness programs (E.g. Zumba dance), learn to kayak events, movies in the park, annual Elmcrest Art Fair, etc.

In order to fill the position, a recruitment process was conducted. Staff interviewed many candidates, including Ms. Abigail Proulx, who was selected to advance in the recruitment process. Ms. Proulx completed the necessary pre-employment background checks and staff recommends Ms. Proulx for the part-time regular position of Recreational Specialist. Ms. Proulx will be subject to a 6-month probationary period, the City's Personnel Policy and AFSCME union contract.

Notification:

Funding Source:

The funding for this position has been accounted for within the 2019 budget.

Note: The Recreation Specialist position was established after an analysis of recreation related programming utilizing interns—finding that both effectiveness and continuity was improved with a regular staff assignment (versus repeating training of interns), and also the annual operating investment in providing recreation services to residents was less with a dedicated Recreation Specialist, in comparison to years when two interns attempted to fulfill the same job duties.

Recommendation:

Staff recommends hiring Ms. Abigail Proulx as the City's part-time Recreation Specialist, effective on or near August 19, 2019 at $21.34 per hour which is step 1 of the 2019 wage scale.

Action:

Motion to adopt resolution #19-189 to hire Ms. Abigail Proulx as a part-time Recreation Specialist, effective on or near August 19, 2019, at $21.34 per hour, which is step 1 of the 2019 wage scale.

Attachments

Resolution #19-189

Job_Desc.

Form Review

Inbox	Reviewed By	Date
Colleen Lasher	Colleen Lasher	08/07/2019 10:14 AM
Mark Riverblood	Mark Riverblood	08/07/2019 01:28 PM
Kurt Ulrich	Kurt Ulrich	08/07/2019 04:00 PM
Form Started By: Katie Schmidt		Started On: 08/02/2019 12:36 PM
Final Approval Date: 08/07/2019		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #19-189

RESOLUTION TO HIRE A PART-TIME RECREATION SPECIALIST FILLING THE VACANT POSITION

WHEREAS, there is a part-time Recreation Specialist vacancy; and

WHEREAS, a recruitment process was conducted; and

WHEREAS, Ms. Abigail Proulx has been selected as the top candidate for the position; and

WHEREAS, staff has completed the necessary background checks and are recommending that Ms. Abigail Proulx be hired as a part-time Recreation Specialist, effective on or near Monday, August 19, 2019 at $21.34 per hour; and

WHEREAS, Ms. Abigail Proulx will be subject to a 6-month probationary period; and

WHEREAS, Ms. Abigail Proulx will be subject to the terms of the applicable labor agreement and the City's Personnel Policy and AFSCME union contract.

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

1) Motion to adopt resolution #19-189 to hire Ms. Abigail Proulx as a part-time Recreation Specialist, effective on or near August 19, 2019 at $21.34 per hour, which is step 1 of the 2019 wage scale.

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 12th day of August 2019.

_____
Mayor

ATTEST:

_____
City Clerk

Recreation Specialist

Class Code: 16012

Bargaining Unit: AFSCME

CITY OF RAMSEY
Established Date: Jun 25, 2019
Revision Date: Jun 26, 2019

SALARY RANGE

$21.34 Hourly

PRIMARY OBJECTIVE OF POSITION:

Working under the general guidance and direction of the Parks & Assistant Public Works Superintendent, this position will assist in the development of diverse annual recreational programs serving all ages and demographics. This position will work to develop programs, organize content, and engage public and private providers, as well as creating mechanisms for evaluating offerings and making recommendations for future years.

This is a part-time twenty (20) hours per week position; there is flexibility within the Monday - Friday / 8:00 a.m. to 4:30 p.m. schedule (hours & days worked) subject to supervisor approval. Longer hours are required on Thursdays during the run of the Summer Concert Series. This individual is required to attend the once-per-month Park and Recreation Commission meeting. Paid leave benefits are pro-rated based on hours worked per week.

This is an AFSCME Union Position

MINIMUM QUALIFICATIONS:

The successful applicant must possess the following minimum qualifications:

- Must be at least 18 years of age or older
- Must have a high school diploma or equivalent
- Must have a valid driver's license with a good driving record
- Must have three (3) years' of related experience in a responsible administrative support position; equivalent combination of education and experience will be considered

- Must have proven Microsoft applications experience (Word, Excel, PowerPoint & Outlook)

DESIRED QUALIFICATIONS

- Possess an Associates' or Bachelor's degree in Parks and Leisure Services; Public Administration, Business Administration, Community Development or related field
- Experience leading recreational events and programs
- Experience designing and implementing recreational curriculum
- Experience using InDesign, Publisher or Photoshop
- Experience with any online registration systems

RESPONSIBILITIES:

1. Assist in all aspects of the development, marketing, implementation, and evaluation of municipal recreation program and events
2. At the direction of the Parks & Assistant Public Works Superintendent, assist the Communications & Events Coordinator in generating social media promotional posts and communications for recreation programs and events
3. Use, prepare and maintain detailed notes and outlines on work performed and programs developed
4. Coordinate, purchase, organize and gather, and deliver supplies, documents and schedules for programs and events
5. Provide staff support including data entry, phone calls, program registration, reports, records management in a timely manner
6. Fill in as needed at programs and events. Assist with supervision, periodic check in and leadership of programs, seasonal staff and events
7. Attend and oversee all ten (10) of the Thursday Evening Summer Concert Series events, which includes contract administration
8. Attend the once-per-month Parks and Recreation Commission meetings (2nd Thursday of each month)
9. Serve as back-up to the Public Works Administrative Assistant with Park Facility rentals, bike, bike locker and kayak rentals, and general Park & Recreation / Public Works walk-in questions

KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to read and understand correspondence, memoranda and materials
2. Ability to effectively represent the organization, department, and administrative operations to management and the public
3. Ability to facilitate effective presentations at public meetings
4. Demonstrated effective written and oral communication skills

5. Ability to act in a decisive manner, using good judgment. Must be able to assess problems and situations, and be able to anticipate needs and evaluate alternatives
6. Must have working knowledge in the use of calculators, personal computers, printers and other office equipment and working knowledge of computer software
7. Must represent the organization to other agencies, staff, and citizens with a courteous, helpful, accurate and business-like attitude in all telephone and personal contact
8. Ability to work effectively and respectfully with department heads, elected officials, staff and others
9. Ability and knowledge to be able to produce quality, accurate work. Must be able to utilize work time properly and productively. Must have the ability to handle detail, meet deadlines and follow through in the completion of projects
10. Must have strong organizational skills and the ability to accurately record documents, publications and various records for official purposes
11. Ability to work effectively under pressure and to competently handle a number of different tasks in a single period of time
12. Ability to plan an perform duties with only general minimum supervision
13. Ability to perform essential position functions under the working conditions as described
14. Ability to work evenings and weekends (if scheduled)

JOB ACTIVITY REQUIREMENTS:

The following are the physical activities that are associated with this position:

- Standing
- Walking
- Lifting
- Pushing / Pulling
- Carrying
- Kneeling
- Crouching
- Bending at waist
- Reaching
- Handling Objects
- Use of Arm Muscles over Extended Periods
- Use of Leg Muscle over Extended Periods

This job requires employees to be able to lift and carry up to 40 pounds without assistance.

The following are the working conditions of this position:

- Working Outdoors
- Working Indoors
- Operating motor vehicles
- Driving a City vehicle or personal vehicle

- Driving is an essential function of this job

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

CC Regular Session **7. 6.**

Meeting Date: 08/12/2019

By: Bruce Westby, Engineering/Public Works

Information

Title:

Adopt Resolution #19-191 Approving Centralized Water Treatment Request for Proposals and Authorizing Solicitation of Proposals

Purpose/Background:

Purpose:

The purpose of this case it to adopt Resolution #19-191 approving the attached draft Centralized Water Treatment Request for Proposals and authorizing solicitation of proposals.

Background:

The purpose of the attached Request for Proposals is to allow the City of Ramsey to address various long-term needs related to the City's municipal water supply system.

This year the Minnesota Department of Health informed City of Ramsey Staff that several of our groundwater supply wells are producing concentrations of manganese that exceed the recommended Secondary Drinking Water Standards. The City does not currently treat its municipal water supply for manganese so as a short-term solution the City immediately started pumping water only from wells with the lowest concentrations of manganese to maintain manganese concentrations below the recommended Secondary Drinking Water Standards, at least until heavier irrigation system use causes the City to introduce additional water from other wells. Unfortunately, the wells with the lowest concentrations of manganese also produce the highest concentrations of iron. This has resulted in increased complaints of rust-colored water, and over time will negatively affect the operation of valves, water meters, hydrants, and other mechanical devices susceptible to damage due to higher concentrations of iron.

To properly plan for long-term solutions to reduce manganese and iron concentrations in the municipal water supply system, and to properly treat any other emerging contaminants, and to ensure the existing aquifer we use as a groundwater source has adequate capacity to meet the future needs of the City, Staff requests Council authorization to solicit proposals from qualified consultants to provide professional engineering services under the following three general areas.

1. ***Analyze Source Water.*** Analyze and report on the overall accessibility, capacity, chemistry and limitations of the Tunnel City/Wonewoc (TCW) aquifer, the existing source water for the City of Ramsey's municipal groundwater supply system, and on the long-term viability of continuing to use the TCW aquifer as the sole source of water for the municipal water supply system. This will allow the selected consultant to adequately prepare a preliminary design report by understanding the chemistry of the municipal groundwater supply system and therefore which primary, secondary and/or emerging contaminants will need to be treated over the anticipated life of the facility. This work will also allow the selected consultant to provide recommendations on the need for and use of alternative sources of water.

1. ***Develop Water Model.*** Develop a model of the City of Ramsey's municipal water supply system using an industry standard software program. This model will allow the selected consultant to adequately prepare a preliminary design report, and will allow the City to evaluate future operations throughout the system by considering variable flow regimes when water is drawn from different wells and storage tanks at different times, variable water usage patterns by municipal water consumers, and proposed system expansions.

1. ***Prepare Preliminary Design Report.*** Prepare a preliminary design report exploring available options and recommending preferred processes for treating known and emerging contaminants that will potentially need to be treated over the anticipated life of a centralized water treatment facility in the City of Ramsey. The report must examine available treatment process options for identified contaminants potentially needing treatment, recommend a preferred treatment process for each identified contaminant, identify required space needs for preferred treatment processes, identify anticipated expansion needs, provide a recommendation as to the required size and preferred location for the facility, and provide cost estimates for constructing and operating the facility over its anticipated life.

Final design work for the centralized water treatment facility, including pilot testing of preferred treatment processes, will be completed under separate contract following public review of and input on the preliminary design report that will be developed as part of the scope of services of the attached RFP.

Staff intends to submit the RFP to the consulting firms within the City's engineering consultant pool, as well as other engineering consultants that Staff feels are qualified to complete such work.

Staff also plans to advertise the RFP on-line using QuestCDN, the same website Staff advertises City improvement projects on, and in the City's official newspaper, the Anoka Union Herald, on August 16, 2019.

Notification:

No notifications are required for this item. If approved, Staff will advertise the RFP in the Anoka Union Herald on August 16, 2019.

Observations/Alternatives:

Alternatives:

Alternative #1 – Motion to adopt Resolution #19-191 approving the attached draft Centralized Water Treatment Request for Proposals and authorizing solicitation of proposals.

Alternative #2 – Motion of other.

Funding Source:

Funding for the required engineering services will be provided through the water enterprise fund.

Recommendation:

Staff recommends alternative #1.

Action:

Motion to adopt Resolution #19-191 approving the attached draft Centralized Water Treatment Request for Proposals and authorizing solicitation of proposals.

Attachments

Res 19-191

RFP

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/08/2019 02:31 PM
Form Started By: Bruce Westby		Started On: 08/06/2019 07:16 AM
Final Approval Date: 08/08/2019		

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

RESOLUTION #19-191

RESOLUTION APPROVING REQUEST FOR PROPOSAL TO ANALYZE SOURCE WATER, DEVELOP WATER MODEL, PREPARE PRELIMINARY DESIGN REPORT, AND AUTHORIZE SOLICITATION OF PROPOSALS FOR CENTRALIZED WATER TREATMENT FACILITY

WHEREAS, engineering services are required to ensure the City of Ramsey's municipal water supply system will be able to continue to provide adequate quantities of safe drinking water well into the future.

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

1) The City Council hereby approves the Centralized Water Treatment Request for Proposals and authorizes advertising and direct soliciting of said proposal.

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 12th day of August, 2019.

_____
Mayor

ATTEST:

_____
City Clerk

City of Ramsey, Minnesota

REQUEST FOR PROPOSALS

Analyze Source Water, Develop Water Model, and Prepare Preliminary Design Report for Centralized Water Treatment Facility

August 8, 2019

Scope of Services

The City of Ramsey is requesting proposals from qualified consultants for providing the following professional services.

1. ***Analyze Source Water.*** Analyze and report on the overall accessibility, capacity, chemistry and limitations of the Tunnel City/Wonewoc (TCW) aquifer, the existing source water for the City of Ramsey's municipal groundwater supply system, and on the long-term viability of continuing to use the TCW aquifer as the sole source of water for the municipal water supply system. This will allow the selected consultant to adequately prepare a preliminary design report by understanding the chemistry of the municipal groundwater supply system and therefore which primary, secondary and/or emerging contaminants will need to be treated over the anticipated life of the facility. This work will also allow the selected consultant to provide recommendations on the need for and use of alternative sources of water.
2. ***Develop Water Model.*** Develop a model of the City of Ramsey's municipal water supply system using an industry standard software program. This model will allow the selected consultant to adequately prepare a preliminary design report, and will allow the City to evaluate future operations throughout the system by considering variable flow regimes when water is drawn from different wells and storage tanks at different times, variable water usage patterns by municipal water consumers, and proposed system expansions.
3. ***Prepare Preliminary Design Report.*** Prepare a preliminary design report exploring available options and recommending preferred processes for treating known and emerging contaminants that will potentially need to be treated over the anticipated life of a centralized water treatment facility in the City of Ramsey. The report must examine available treatment process options for identified contaminants potentially needing treatment, recommend a preferred treatment process for each identified contaminant, identify required space needs for preferred treatment processes, identify anticipated expansion needs, provide a recommendation as to the required size and preferred location for the facility, and provide cost estimates for constructing and operating the facility over its anticipated life.

Background

The existing water supply source for the City of Ramsey's water supply system is the Tunnel City/Wonewoc (TCW) aquifer, formerly known as the Franconia-Ironton-Galesville (FIG) aquifer. Water is drawn from the TCW aquifer through eight (8) groundwater wells, seven (7) of which are currently being utilized to provide potable water. The maximum capacity of the combined municipal wells is 10.9 million gallons per day (MGD). Two additional wells are currently proposed to be constructed in the years 2023 and 2028 to provide adequate capacity to the year 2040 based on projected City growth.

The City's groundwater supply wells have historically provided groundwater of good quality and in adequate quantity. However, in 2019 the Minnesota Department of Health informed the City that several of its groundwater supply wells are producing concentrations of manganese that exceed the recommended Secondary Drinking Water Standards. The City does not currently treat its municipal water supply for manganese so as a short-term solution the City immediately started pumping water only from wells with the lowest concentrations of manganese to maintain manganese concentrations below the recommended Secondary Drinking Water Standards. Unfortunately, these wells also produce the highest concentrations of iron, which has resulted in increased complaints of rust-colored water.

To properly plan for long-term solutions to reduce manganese and iron concentrations in the municipal water supply system, the City is requesting proposals from qualified consultants for providing professional services as generally identified under the ***Scope of Services*** section above, and as further identified under the ***Specific Requirements*** section below.

Final design work for the centralized water treatment facility, including any pilot testing of preferred treatment processes, will be completed under separate contract following public review of and input on the preliminary design report.

Questions regarding this request for proposals shall be directed to City Engineer Bruce Westby at 763-433-9825 or bwestby@cityoframsey.com.

Special Considerations

I. ***Neighboring Property Impacts.*** The preliminary design report shall explore potential impacts of the facility on neighboring properties due to noise, odors, operating hours, traffic, and any other identified sources of impact, and recommend a process for mitigating any identified impacts during the future final design process.

2. ***Budget.*** The preliminary design report shall explore future budget impacts based on estimated construction and operating costs, and shall explore and recommend future water rate revisions as needed to offset estimated budget impacts.

3. ***Estimated Costs.*** The preliminary design report shall include estimated construction and operating costs for the groundwater treatment facility over the anticipated life of the facility. Estimated costs shall assume industry standard costs for such a facility, and shall include at least one laboratory/office space, one medium-sized conference room, and one two-bay garage with a storage mezzanine. The garage is anticipated to house a portable generator and miscellaneous utility equipment/vehicles, whose costs shall NOT be considered within the cost estimate.

4. ***Public Education/Engagement Plan.*** The preliminary design report shall include a public education/engagement plan, which will allow the City to convey the results of preliminary design report and to gather feedback from the public to allow the City to better understand whether some of the preferred treatment processes can/should be omitted from further consideration, such as softening.

General Requirements

Qualified consultants shall submit eight (8) sealed copies of their proposal by 4:00 p.m. on Friday, September 20, 2019. Sealed proposals shall be addressed to Bruce Westby, City Engineer, 7550 Sunwood Drive NW, Ramsey, MN 55303, and shall be clearly labeled "Water Treatment RFP".

Submitted proposals shall conform to the following requirements:

1. Proposals shall not exceed 20 pages in length, excluding exhibits, firm/personnel experience/qualification narratives, and personnel resumes, and shall not contain promotional materials not applicable to the project.
2. If proposing to partner with other consultants or individuals, the other consultants or individuals shall be clearly identified, along with their specific role(s) in the project.
3. Proposals shall include the names, titles, experiences and qualifications of all personnel proposed to be assigned to the project.
4. Proposals shall clearly identify proposed hours and hourly rates for all personnel proposed to be assigned to the project.
5. Proposals shall include individual fee proposals for each task including source water analysis, preliminary design report, and water system model. The proposal shall also include a total not-to-exceed fee for all tasks combined. Compensation to the selected consultant shall not exceed the total fee unless authorized by the City Council.
6. If consultant feels tasks outside the scope of this RFP are required or recommended, such tasks shall be identified in the proposal with associated costs.

Special Requirements

The selected consultant shall complete each service area in the order listed, including the following tasks within each service area.

1. Analyze Source Water

Analyze source water before preparing the preliminary design report. The analysis shall include, but not be limited to, the following elements:

a. Analyze aquifer accessibility
   - Identify approximate useable boundaries of TCW aquifer (not limited to City limits).
   - Identify areas where additional wells may be feasible.

b. Analyze aquifer capacity
   - Determine whether the TCW has sufficient capacity to serve the City's future needs.

c. Analyze source water chemistry
   - Identify/inventory known primary contaminants.
   - Identify/inventory known secondary contaminants.
   - Identify/inventory emerging contaminants (based on anticipated life of facility).

d. Analyze aquifer limitations
   - Determine overall ability of the TCW to serve the City's future water supply needs.
   - Analyze and provide recommendations on using alternative sources of water.

e. Summarize results

2. Develop Water Model

Develop a water model before preparing the preliminary design report.

a. Develop a calibrated water model for the entire municipal water supply system using an industry standard software program.

3. Prepare Preliminary Design Report

Prepare a preliminary design report to assist in future final design efforts for a centralized groundwater treatment facility. The design report shall include, but not be limited to, the following elements:

a. Select water source(s) based on future demand and source water analysis
    - Identify preferred water source to meet future needs.
    - Confirm whether the Mount Simon/Hinckley aquifer is available to the City.
    - Incorporate Northwest Metro Regional Surface Water Supply study results.
    - Research options for purchasing water from other communities.
    - Research interconnection options.
    - Research whether a clear well/reservoir will be required.

b. Develop treatment goals
    - Iron reduction
    - Manganese reduction
    - Lime softening
    - Others?

c. Explore available treatment options
    - Biological filters
    - Gravity filters
    - Pressure filters
    - Reverse Osmosis (membrane) softening
    - Softening (lime)
    - Others?

d. Summarize advantages/disadvantages of each option
    - Ability to treat other contaminants
    - Disposal of waste products
    - Ease of operation
    - Flexibility of process to adjust to changing standards
    - Replacement parts availability
    - Staffing needs

e. Select preferred treatment process for each contaminant requiring treatment

f. Develop preliminary centralized treatment facility layout (set footprint)

g. Select preferred site

h. Calculate estimated construction and operational costs

i. Review existing fees/rates structure and recommend revisions as needed

j. Explore/identify alternative external funding sources

k. Develop public education/engagement plan to solicit feedback on design report results

l. Present completed preliminary design report to City Council for approval.

m. Attend up to eight (8) meetings with City staff, City Council, and the public.

Written Proposal

I. ***Project Approach.*** The proposal shall provide a clear understanding of the consultants approach to the project along with a complete detail of the project requirements, which shall include a description of each task necessary to accomplish the project.

2. ***Project Schedule.*** A detailed schedule of activities shall be provided and shall identify all necessary tasks with their respective completion dates.

3. ***Project Personnel.*** The proposal shall identify all personnel to be involved in the project and shall define their respective backgrounds along with their key responsibilities and descriptions of their role and duty on the project. It is expected that key personnel assigned to the project will remain available for the duration of the project.

4. ***Relative Experience and Qualifications.*** The proposal shall demonstrate the experience and qualifications of the firm and all assigned key personnel relative to their past experience with projects of similar scope and magnitude, and all related qualifications.

5. ***Performance.*** The proposal shall clearly demonstrate the ability of the firm and all assigned key personnel to perform the requested professional services in a timely and cost effective manner.

6. ***References.*** The proposal shall contain a minimum of three (3) references that may be contacted relative to the projects identified in the experience and performance areas of the proposal.

Proposal Selection Process

A selection committee composed of four City Staff and up to three City Council members will evaluate the proposals received. Members of the selection committee will independently review, score and rank each proposal using the attached Proposal Ranking Form, which considers the following criteria:

1. Understanding of project and services required.
2. Experience and qualifications of key personnel assigned to project.
3. Experience and qualifications of the firm applicable to project.
4. Performance and references regarding similar work performed.
5. Overall responsiveness to the RFP.

The selection committee will develop a composite ranking, which indicates the committee's collective ranking of proposals. Interviews will be scheduled with the three top ranked consultants.

An interview subcommittee, which will tentatively consist of four City Staff including the City Administrator, City Engineer, Public Works Superintendent, and Utilities Superintendent, will conduct interviews up to 20 minutes in length with each consultant team on October 2, 2019 between 2:00 and 4:00 p.m. Members of the interview subcommittee will independently score and rank each consultant, then a composite ranking will be developed indicating the subcommittee's collective ranking of the interviewed consultant teams based on the following criteria:

1. Ability to communicate a clear understanding of each service area.
2. Related experience and qualifications of key project personnel.
3. Related experience and qualifications of the firm.
4. Overall interview performance.

The selection committee will recommend that the City Council hire one firm to provide the professional services defined in the RFP based on the short-listed consultants responsiveness to the RFP, any additional required information, composite interview rankings, and proposed fees.

The City will endeavor to execute a contract with the selected firm. In the event that a mutually agreeable contract cannot be executed with said firm, the City will enter into contract negotiations with the next highest ranked firm, and so on until a mutually agreeable contract can be executed.

Project Schedule

City Council approves advertising Request for Proposals	August 12, 2019
Request for Proposals advertised / submitted to consultants	August 16, 2019
Proposals due to City	September 20, 2019
Interview up to three short-listed firms	October 2, 2019
City Council approves selected firm	October 8, 2019
Complete negotiations with selected firm	October 16, 2019
Issue Notice to Proceed	November 1, 2019
Complete Source Water Analysis	January 18, 2020
Complete Water Supply Model	January 31, 2020
Complete Preliminary Design Report	May 1, 2020
Conduct Public Workshop to Solicit Public Feedback	May 13, 2020
Conclude Project/Submit Deliverables	May 29, 2020