City of Ramsey
Agenda
Revised
Regular City Council
Tuesday, October 13, 2020
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

This meeting is being held in accordance with Minnesota Statutes 13D.021. Due to the COVID-19 Pandemic, it is not practical and prudent for all members of this board to attend in person. Current Minnesota law requires certain social distancing standards that impacts the capacity of the Council Chambers. For those at highest risk, it is advised to isolate themselves from the general public. For these reasons, it is not practical and prudent to have this meeting exclusively in person. Members of the public are welcome to attend in person or remotely.

Remote Attendance available at www.cityoframsey.com/meetings. To maximize social distancing due to the COVID-19 Pandemic, those that can join remotely are encouraged to do so. Those joining remotely and requesting to speak are asked to use a webcam when speaking.

1. Call to Order

2. Presentation

3. Citizen Input

4. Approve Agenda

5. Consent Agenda

1. Receive Cash and Investments for Period Ending September 30, 2020.

2. Receive Petition Requesting Street Light at the Corner of Alpaca St and 166th Ave

3. Approve the Following Meeting Minutes:

1. City Council Work Session dated 7/28/2020
2. City Council Regular Session dated 7/28/2020
3. City County Work Session dated 9/22/2020
4. City Council Regular Session dated 9/22/2020

4. Approve Rental Licenses

5. Approve Request to Declare Surplus Property

6. Adopt Resolution # 20-223 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of September 17, 2020 through October 7, 2020

7. Adopt Resolution #20-075 Amending Development Agreement for Makowsky Property (Project 20-103)

8. Adopt Resolution #20-198 Approving Easement Encroachments for 6043 Highway 10 NW; Case of Roman Gadaskin

9. ~~Adopt Resolution #20-226 Approving Abatement of 6745 Highway 10 NW; Case of Independent Auto~~ - **This case was moved from Consent 5.09 to be considered on the regular agenda as Case 7.00**

10. Adopt Resolution #20-228 Approving Final Plat for Ramsey Villas North (Project 20-117)

11. Adopt Resolution #20-230 Approving Drainage and Utility Easement Encroachment for Eave Overhangs in the Riverstone Subdivision; Case of Capstone Homes/Riverstone Development, LLC

12. Adopt Resolution #20-234 Approving Abatement at 14700 Armstrong Blvd NW

13. Adopt Resolution #20-235 Amending Development Agreement for Garden View

14. Adopt Resolution #20-236 to fill Council Member Committee and Commission Vacancies for the Remainder of 2020

15. Authorize Citizen Survey Contract

16. Adopt Resolution #20-233 Approving Lease Agreement of 6701 Hwy 10 NW; Case of Mille Lacs Motor Sports II
(Portions of meeting may be closed to the public)

17. Adopt Resolution #20-232 Approving Lease Agreement for 6701 Hwy 10 NW: Case of Connections Church
(Portions of the meeting may be closed to the public)

6. Public Hearing

1. PUBLIC HEARING: Adopt Resolution #20-229 Adopting Assessment Roll Certifying Assessments for Improvement Project #20-04, Puma Street Improvements

7. Council Business

0. Adopt Resolution #20-226 Approving Abatement of 6745 Highway 10 NW; Case of Independent Auto - **This case was moved from Consent 5.09 to be considered on the regular agenda as Case 7.00**

1. Introduce Ordinance Amending Chapter 34 of the City Code: "Offenses and Miscellaneous Provisions," Governing the Use of Firearms, Bows, and Arrows

2. Receive Update on Highway 10/169 Funding Plan and Legislative Efforts

3. Adopt Resolution #20-231 Approving Small Business Relief Grants and Modification of CARES Act Allocation and Program Criteria

4. Adopt Resolution #20-225 Approving New Curbside Recycling Contract with ACE Solid Waste, Inc.

5. Select Public Advisory Committee Representative for Northwest Metro River Crossings Feasibility Analysis

8. Mayor/Council/Staff Input

9. Adjournment

CC Regular Session **5. 1.**

Meeting Date: 10/13/2020

By: Diana Lund, Finance

Information

Title

Receive Cash and Investments for Period Ending September 30, 2020.

Purpose/Background:

Purpose: Receive reports of the city's cash and investments for the period ending September 30, 2020.

Cash and investment report shows the monthly cash flow - receipts and expenditures through September 30, 2020 with the current listing of the city's investment portfolio.

Recommendation:

No action required. Informational only.

Action:

No action required. Informational only.

Attachments

Cash & Investments for Period Ending September 30, 2020

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/08/2020 01:34 PM
Form Started By: Diana Lund		Started On: 10/01/2020 10:06 AM
Final Approval Date: 10/08/2020		

CITY OF RAMSEY
REPORT OF POOLED CASH FLOWS
Period Ended September 30, 2020

	September-20 CURRENT MONTH	2020 YEAR-TO-DATE
CASH AND TEMPORARY INVESTMENTS		
BEGINNING BALANCE	$ 88,493,713.44	$ 84,144,038.99
CASH INFLOWS:		
Daily Deposit	807,244.11	8,764,288.26
Tax Settlements	-	7,254,361.86
U/B Receipts	85,880.37	1,716,978.66
Credit Cards (Includes Utility Billing)	189,115.75	3,034,836.15
Interest Earnings [Net of Interest Paid on Investments]	95,466.30	1,152,463.01
Bond Proceeds		-
TOTAL CASH INFLOW	$ 1,177,706.53	$ 21,922,927.94
TOTAL CASH AVAILABLE	$ 89,671,419.97	$ 106,066,966.93
CASH OUTFLOWS:		
Prepaid Checks	498,604.67	6,684,790.26
Bills Lists	805,948.59	5,084,292.23
Pay Estimates	862,738.84	953,923.12
Credit Cards	13,965.82	55,974.08
Payroll - Net	374,438.70	3,593,211.54
Flex Reimbursement	2,287.48	35,511.68
Void Checks/Dormant Checks Paid	(1,680.45)	(69,432.15)
Debt Service	-	2,612,552.35
Miscellaneous [Bank Charges; etc.]	149.00	1,176.50
TOTAL CASH OUTFLOW	$ 2,556,452.65	$ 18,951,999.61
POOLED CASH AND TEMPORARY INVESTMENTS ENDING BALANCE	**$ 87,114,967.32**	**$ 87,114,967.32**
MEMO - NET 2019 CASH INFLOW (OUTFLOW)	**(1,378,746.12)**	**2,970,928.33**

INVESTMENT PORTFOLIO SUMMARY		
BEGINNING BALANCE	**$ 74,398,558.99**	**73,537,171.61**
Purchases	1,765,000.00	45,054,533.49
Maturities/Sales	(2,133,061.66)	(44,561,207.77)
ENDING BALANCE	**$ 74,030,497.33**	**$ 74,030,497.33**

Prepared by the City of Ramsey Finance Department
10/2/2020

2020 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	FDIC #	CUSIP	PRIN BAL 1/1/2020	PURCH 2020	SOLD/ MATURE 2020	BV PRIN BAL 12/31/2020	PAR
191205	12/4/2020	4M	Term Series 4M			500,000.00		0.00	500,000.00	500,000.00
190927	3/31/2020	4M	Term Series 4M			1,750,000.00		1,750,000.00	0.00	1,750,000.00
190328	3/31/2020	4M	Term Series 4M			1,000,000.00		1,000,000.00	0.00	1,000,000.00
200204B	5/5/2020	4M	Term Series 4M			0.00	2,000,000.00	2,000,000.00	0.00	2,000,000.00
190131C	1/30/2020	4M	Term Series 4M			2,000,000.00		2,000,000.00	0.00	2,000,000.00
									500,000.00	
160322B	1/1/2020	BAIRD	MINNENOTONKA MN ISD 276		604195D20	100,000.00		100,000.00	0.00	100,000
150701A	2/1/2020	BAIRD	WINTHROP MN TAX		976367ND0	290,000.00		290,000.00	0.00	290,000
191008A	12/1/2020	BAIRD	ROCK ISLAND IL TAX		7724872H6	255,000.00		0.00	255,000.00	255,000
150701B	2/1/2021	BAIRD	WINTHROP MN TAX		976367NE8	305,000.00		0.00	305,000.00	305,000
160322A	3/22/2021	BAIRD	FNMA		3136H3BT1	250,000.00		0.00	250,000.00	250,000
140904	9/1/2021	BAIRD	OKLAHOMA TAXABLE		678519RP6	535,000.00		0.00	535,000.00	535,000
191008B	12/1/2021	BAIRD	ROCK ISLAND IL TAX		7724872J2	270,000.00		0.00	270,000.00	270,000
191008C	12/1/2022	BAIRD	ROCK ISLAND IL TAX		7724872K9	270,000.00		0.00	270,000.00	270,000
									1,885,000.00	
180302	1/2/2020	ICD SEC	CD-AXIOM BANK	31390	05464LAV3	200,000.00		200,000.00	0.00	200,000
200130A	1/30/2023	ICD SEC	CD-UNION BANK	34934	90520VATO		245,000.00	245,000.00	0.00	245,000
200130B	7/30/2021	ICD SEC	CD-COMMUNITY BANKE	26871	20361LCG7		245,000.00	0.00	245,000.00	245,000
180124A	1/24/2020	ICD SEC	CD-CROSSFIRST BANK	58648	2766ACD5	249,000.00		249,000.00	0.00	249,000
170728B	1/28/2020	ICD SEC	CD-NATIONWIDE BANK	34710	63861NAH8	249,000.00		249,000.00	0.00	249,000
180129	1/29/2020	ICD SEC	CD-FORTUNE BANK	58107	34969RCD8	248,000.00		248,000.00	0.00	248,000
180730	2/28/2020	ICD SEC	CD-METABANK	30776	59101LEF0	245,000.00		245,000.00	0.00	245,000.00
170928	3/27/2020	ICD SEC	CD-CONNECTONE BANK	57919	20786ABV6	249,000.00		249,000.00	0.00	249,000
170929	3/27/2020	ICD SEC	CD-LANDMARK COMM B	34982	51507LBM5	249,000.00		249,000.00	0.00	249,000
180329	3/30/2020	ICD SEC	CD-CITIBANK-Semiannual	7213	17312QHS1	249,000.00		249,000.00	0.00	249,000
180406C	4/6/2020	ICD SEC	CD-SYNCHRONY BANK-S	27314	87164WUX4	249,000.00		249,000.00	0.00	249,000
180712	4/13/2020	ICD SEC	CD-HADDON SAVINGS B/	28222	404730BV4	245,000.00		245,000.00	0.00	245,000.00
180417	4/17/2020	ICD SEC	CD-SOUTHWEST NATION	4801	845182BK9	151,000.00		151,000.00	0.00	151,000
180727B	4/27/2020	ICD SEC	CD-PLUS INTERNATIONA	57083	7294OUJH9	245,000.00		245,000.00	0.00	245,000.00
180430B	4/30/2020	ICD SEC	CD-MAGYAR BANK-Semi	30704	55977RBP7	225,000.00		225,000.00	0.00	225,000
190607	5/7/2020	ICD SEC	CD-BANK OZARK	110	064417NJE4	245,000.00		245,000.00	0.00	245,000
181217A	5/18/2020	ICD SEC	CD-FIRST SOURCE BANK	9087	33646CKN3	245,000.00		245,000.00	0.00	245,000
170922	5/26/2020	ICD SEC	CD-TEXAS EXCHANGE B.	20096	88241TCA6	249,000.00		249,000.00	0.00	249,000
190827	5/27/2020	ICD SEC	CD-ZIONS BANKCORP	2270	9897Ol2Q5	245,000.00		245,000.00	0.00	245,000.00
190530C	5/29/2020	ICD SEC	CD-BANK UNITED	58979	066519JV2	245,000.00		245,000.00	0.00	245,000
171130C	5/29/2020	ICD SEC	CD-HENRY COUNTY BAN	15384	426336BM4	200,000.00		200,000.00	0.00	200,000
180531A	5/29/2020	ICD SEC	CD-STEARNS BANK	10988	857894WV9	249,000.00		249,000.00	0.00	249,000
180530	5/29/2020	ICD SEC	CD-WEX BANK-Semiannua	34697	92937CHA9	249,000.00		249,000.00	0.00	249,000
181207	6/8/2020	ICD SEC	CD-CIT BANK	58978	12556LAN6	245,000.00		245,000.00	0.00	245,000
190612	6/11/2020	ICD SEC	CD-FIRST FINANCIAL BA	6600	32021SGD2	245,000.00		245,000.00	0.00	245,000
181212B	6/12/2020	ICD SEC	CD-BANK OF AMERICA	3510	06051VD37	245,000.00		245,000.00	0.00	245,000
171215B	6/15/2020	ICD SEC	CD-PACIFIC CITY BANK	57463	69406PCT4	249,000.00		249,000.00	0.00	249,000
181214	6/15/2020	ICD SEC	CD-PINNACLE BANK	35583	72345SHM6	245,000.00		245,000.00	0.00	245,000
181221	6/22/2020	ICD SEC	CD-BROOKLINE BANK	17798	11373QFZ6	245,000.00		245,000.00	0.00	245,000
180629B	6/25/2020	ICD SEC	CD-FIRST INTERNET BAN	34607	32056GC21	249,000.00		249,000.00	0.00	249,000
181228B	6/29/2020	ICD SEC	CD-COMMUNITY FIRST E.	57511	20368TCH1	245,000.00		245,000.00	0.00	245,000
180706	7/6/2020	ICD SEC	CD-ORIENTAL BANK	31469	68621KBWO	245,000.00		245,000.00	0.00	245,000.00
190711	7/13/2020	ICD SEC	CD-SECURITY BANK	15731	81404QABO	245,000.00		245,000.00	0.00	245,000
180117	7/17/2020	ICD SEC	CD-CITIZENS NATIONAL	06531	175144DH4	150,000.00		150,000.00	0.00	150,000
180718A	7/20/2020	ICD SEC	CD-UNITED STATE BANK	12214	91153QAE6	245,000.00		245,000.00	0.00	245,000.00
170726	7/27/2020	ICD SEC	CD-GOLDMAN SACHS	33124	38148PLS4	249,000.00		249,000.00	0.00	249,000
190514	8/14/2020	ICD SEC	CD-DIME COMMUNITY B	16012	25432JAA1	245,000.00		245,000.00	0.00	245,000
180831A	8/31/2020	ICD SEC	CD-PROVIDENT BANK	90141	743837DK9	204,000.00		204,000.00	0.00	204,000.00
180921A	9/21/2020	ICD SEC	CD-DISCOVER BANK	5649	254673TS5	145,000.00		145,000.00	0.00	145,000
190621B	9/21/2020	ICD SEC	CD-GREAT SOUTHERN B.	29546	39120VSJ4	245,000.00		245,000.00	0.00	245,000
171012	10/13/2020	ICD SEC	CD-ALLY BANK	57803	03006L5Z2	74,000.00		0.00	74,000.00	74,000
181217B	10/16/2020	ICD SEC	CD-FARM BUREAU BANK	35157	307660LA6	245,000.00		0.00	245,000.00	245,000
190726A	10/26/2020	ICD SEC	CD-COMMUNITY WEST E	27572	20415Q6W3	245,000.00		0.00	245,000.00	245,000
171027	10/27/2020	ICD SEC	CD-THIRD FEDERAL SAV	30012	88413QBS6	249,000.00		0.00	249,000.00	249,000
190523	11/23/2020	ICD SEC	CD-CIBC BANK	33306	12547CAE8	245,000.00		0.00	245,000.00	245,000
181213	12/14/2020	ICD SEC	CD-ALLY BANK	57803	02007GGP2	75,000.00		0.00	75,000.00	75,000
181228F	12/28/2020	ICD SEC	CD-BANK OF PRINCETON	58513	065452OAV1	245,000.00		0.00	245,000.00	245,000
181228E	12/28/2020	ICD SEC	CD-FIRST BANK OF PUER	30387	33767A6W6	249,000.00		0.00	249,000.00	249,000
191230E	12/29/2020	ICD SEC	CD-BANK OF CHINA	33653	06428FPU5	245,000.00		0.00	245,000.00	245,000
171229B	12/29/2020	ICD SEC	CD-STATE BANK OF FEN	11406	856188AV9	249,000.00		0.00	249,000.00	249,000
190118B	1/19/2021	ICD SEC	CD-NBT BANK NA	7230	628779GB0	245,000.00		0.00	245,000.00	245,000
190719B	1/19/2021	ICD SEC	CD-WELLSLEY BANK	26605	94948LCR0	245,000.00		0.00	245,000.00	245,000
180726	4/26/2021	ICD SEC	CD-SIGNATURE BANK	57269	82668XFZ6	245,000.00		0.00	245,000.00	245,000.00
190712	7/12/2021	ICD SEC	CD-TIAA FSB	34775	8727OLCJ0	85,000.00		0.00	85,000.00	85,000
180717	7/16/2021	ICD SEC	CD-CURRIE STATE BANK	8833	23130SDL4	245,000.00		0.00	245,000.00	85,000
190118A	7/19/2021	ICD SEC	CD-TIAA FSB	34775	8727OLBQ5	156,000.00		0.00	156,000.00	85,000
197023	7/23/2021	ICD SEC	CD-SECURITY STATE BA	11907	81500JAT0	245,000.00		245,000.00	0.00	85,000

2020 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	FDIC #	CUSIP	PRIN BAL 1/1/2020	PURCH 2020	SOLD/ MATURE 2020	BV PRIN BAL 12/31/2020	PAR
190731B	7/30/2021	ICD SEC	CD-CURRIE STATE BANK	8172	510354AB9	245,000.00		0.00	245,000.00	85,000
190909	9/9/2021	ICD SEC	CD-READING COOP BANI	26620	755324CH1	245,000.00		245,000.00	0.00	245,000
180718B	10/18/2021	ICD SEC	CD-HERITAGE BANK	30090	42724JEH4	245,000.00		0.00	245,000.00	245,000.00
191023	10/22/2021	ICD SEC	CD-GREAT WESTERN BA	15289	391414BMO	245,000.00		245,000.00	0.00	245,000
190719C	11/19/2021	ICD SEC	CD-BANK OF NEW ENGL/	24540	06426KBF4	245,000.00		245,000.00	0.00	245,000
191211	12/13/2021	ICD SEC	CD-SALLIE MAE BANK	58177	7954505X9	245,000.00		0.00	245,000.00	245,000
181228D	12/28/2021	ICD SEC	CD-BAR HARBOR BANK &	11971	066851WK8	245,000.00		0.00	245,000.00	245,000
181228C	12/28/2021	ICD SEC	CD-BMW BANK	35141	05580AQB3	96,000.00		0.00	96,000.00	96,000
190628A	12/28/2021	ICD SEC	CD-FLAGSTAR BANK	32541	33847E2Q9	245,000.00		0.00	245,000.00	245,000
191231A	12/31/2021	ICD SEC	CD-IOWA TRUST & SAVII	18400	462595BB4	245,000.00		0.00	245,000.00	245,000
190130	1/30/2022	ICD SEC	CD-SECURITY FIRST BAN	5415	8142PAX9	245,000.00		245,000.00	0.00	245,000
190828A	2/28/2022	ICD SEC	CD-SB ONE BANK	22221	78414TBD3	245,000.00		245,000.00	0.00	245,000.00
191121	5/20/2022	ICD SEC	CD-AMERICAN NATIONA	33812	066519JV2	245,000.00		245,000.00	0.00	245,000
190718	7/18/2022	ICD SEC	CD-WESTERN BANK OF V	341	95772AAK9	245,000.00		245,000.00	0.00	245,000
190719A	7/19/2022	ICD SEC	CD-FRONTIER BANK	33922	359067CZ6	245,000.00		245,000.00	0.00	245,000
180727A	7/27/2022	ICD SEC	CD-KANSAS STATE BANI	19899	50116CBY4	245,000.00		0.00	245,000.00	245,000.00
191025	10/25/2022	ICD SEC	CD-FLORIDA CAPITAL B/	26323	340569GH7	245,000.00		245,000.00	0.00	245,000
191220C	12/20/2022	ICD SEC	CD-FRANKLIN SYNERGY	58714	35471TFQ0	245,000.00		245,000.00	0.00	245,000
191227A	12/27/2022	ICD SEC	CD-PROMISEONE BANK	58657	74348HAB4	245,000.00		0.00	245,000.00	245,000
191227B	12/27/2022	ICD SEC	CD-LCA BANK	58148	501798PB2	245,000.00		245,000.00	0.00	245,000
191230D	12/30/2022	ICD SEC	CD-FIRST NATIONAL BAI	03330	32112UDL2	245,000.00		0.00	245,000.00	245,000
191230C	6/30/2023	ICD SEC	CD-BANK OF SOUTHERN	57044	065104AF8	245,000.00		245,000.00	0.00	245,000
191115B	11/15/2023	ICD SEC	CD-LIVE OAKS BANKING	58665	066519JV2	245,000.00		245,000.00	0.00	245,000
191206	12/6/2023	ICD SEC	CD-LIBERTY NATIONAL I	6516	530880AL7	245,000.00		245,000.00	0.00	245,000
191220B	12/20/2024	ICD SEC	CD-FIRST BANK MCCOM	05907	319234BF6	245,000.00		245,000.00	0.00	245,000
									5,888,000.00	
150903	11/1/2021	Northland	BROOKFIELD WI, TAXABLE		112857-BL-0	500,000.00		0.00	500,000.00	500,000
200123	12/15/2022	Northland	LUVERNE MN TAX		550629-VE-6		330,000.00	0.00	330,000.00	330,000
200130D	3/1/2022	Northland	RICHLAND SCHOOL DISTRICT		764080-FN-2		200,000.00	50,000.00	150,000.00	200,000
200113	3/1/2027	Northland	RICHLAND SCHOOL DISTRICT		764080-FT-9		165,000.00	0.00	165,000.00	165,000
200323	12/1/2020	Northland	NEW HAMPSHIRE STATE TAX		644682-4H-6		285,000.00	0.00	285,000.00	285,000
200326A	4/1/2023	Northland	TULSA COUNTY OK TAX		899525-TR-0		100,000.00	0.00	100,000.00	100,000
200609	2/1/2021	Northland	MOUNTAIN LAKE MN TAX		624148-ME-9		170,000.00	0.00	170,000.00	170,000
200625	3/1/2029	Northland	LAWRENCE MASS TAX		520228-6Q-5		180,000.00	0.00	180,000.00	180,000
200805	11/1/2026	Northland	BALDWIND PA GO		058237-HM-3		100,000.00	0.00	100,000.00	100,000
200825A	8/1/2027	Northland	CENTINELA VALLEY CA HS		15239-RP-4		250,000.00	0.00	250,000.00	250,000
200825B	8/1/2029	Northland	CENTINELA VALLEY CA HS		15239-RR-0		270,000.00	0.00	270,000.00	270,000
200914	8/1/2028	Northland	BURLESON TX IDS ZERO CPN		121403-4E6		500,000.00	0.00	500,000.00	500,000
200923	7/15/2029	Northland	WILKINSBURGO BORO PA TAX		968529-JV-0		265,000.00	0.00	265,000.00	265,000
190627	2/1/2020	Northland	MOORHEAD MINN ISD #152		616157-SK-0	500,000.00		500,000.00	0.00	500,000
110310	2/1/2020	Northland	BROOKLYN CENTER ISD#286		113853-KG-9	285,000.00		285,000.00	0.00	285,000
100803D	2/1/2020	Northland	NEW PRAGUE BAB		648159-TZ-4	70,000.00		70,000.00	0.00	70,000
161003C	2/1/2020	Northland	OLIVIA MN TAX		681079-YF-0	100,000.00		100,000.00	0.00	100,000
171228A	2/1/2020	Northland	SCOTT COUNTY TAX		809557-AY-7	60,000.00		60,000.00	0.00	60,000
140502	2/15/2020	Northland	COLLINGSWOOD NJ TAX		194756-PQ-9	145,000.00		145,000.00	0.00	145,000
171218B	3/1/2020	Northland	GLENDALE RIVER HILLS WIS TAX		378541-CN-4	135,000.00		135,000.00	0.00	135,000
160606	5/1/2020	Northland	ANCHOR BAY MI SCH DISTRICT		355185-PJ-2	500,000.00		500,000.00	0.00	500,000
160728A	5/1/2020	Northland	WISCONSIN STATE TAX		97705M-DS-1	500,000.00		500,000.00	0.00	500,000
140730B	6/1/2020	Northland	DES MOINES IA TAXABLE		25009X-GC-3	145,000.00		145,000.00	0.00	145,000
180212C	6/1/2020	Northland	IOWA WESTIN COMM COLLEGE		462612-SB-9	160,000.00		160,000.00	0.00	160,000
141006	6/1/2020	Northland	NORTHEAST IOWA COMM COLLEGE		664214-JQ-7	320,000.00		320,000.00	0.00	320,000
170620B	6/1/2020	Northland	WATERLOO IOWA TAXABLE		941647-VT-3	210,000.00		210,000.00	0.00	210,000
181011	10/1/2020	Northland	OKLAHOMA COUNTY ISD #6		678720-KJ-1	400,000.00		0.00	400,000.00	400,000
191003B	12/1/2020	Northland	SOUTH-WESTERN CITY SCHOOL DIST C		840658-PX-0	230,000.00		0.00	230,000.00	230,000
140620	12/1/2020	Northland	CELINA OHIO SCHOOL DISTR		151069-FD-8	300,000.00		0.00	300,000.00	300,000
130815A	12/1/2020	Northland	CHASKA, MN TAX		161664-DY-0	75,000.00		0.00	75,000.00	75,000
120308A	12/1/2020	Northland	SHOREWOOD WIS TAX		825230-KU-8	75,000.00		0.00	75,000.00	150,000
130702B	1/1/2021	Northland	MINNETONKA ISD #276		604195-VY-0	400,000.00		0.00	400,000.00	400,000
130722	2/1/2021	Northland	MOUND MN TAXABLE		620S35-W4-2	95,000.00		0.00	95,000.00	95,000
171228B	2/1/2021	Northland	SCOTT COUNTY TAX		809557-AZ-4	115,000.00		0.00	115,000.00	115,000
190220A	3/1/2021	Northland	FRANKLIN WIS TAX		419791-U97	500,000.00		0.00	500,000.00	500,000
170712	7/1/2021	Northland	GARDENDALE ALA TAX		365478-DQ-6	240,000.00		0.00	240,000.00	240,000
190628A	8/1/2021	Northland	WASHINGTON STATE GO TAX		93974DYX0	500,000.00		0.00	500,000.00	500,000
190731A	11/30/2021	Northland	CD-ENERBANK		29266N7E1	148,000.00		0.00	148,000.00	148,000
191017	12/1/2021	Northland	COLUMBS OH SCHOOL DISTR		199507-6J-8	130,000.00		0.00	130,000.00	130,000
130815B	12/1/2021	Northland	CHASKA, MN TAX		161664-DZ-7	75,000.00		0.00	75,000.00	75,000
141104	2/1/2022	Northland	DULUTH MN TAXABLE		264438-G5-5	150,000.00		0.00	150,000.00	150,000
150430	2/1/2022	Northland	MINNETONKA ISD #276		604195-YG-6	270,000.00		0.00	270,000.00	270,000
130624B	2/1/2022	Northland	RAMSEY COUNTY TAXABLE		751622-HG-9	285,000.00		0.00	285,000.00	285,000
190826	3/1/2022	Northland	OCONOMOWOC WIS TAX BOND		675635-KW-5	250,000.00		0.00	250,000.00	250,000
120321	3/1/2022	Northland	MADISION WI SCHOOL DISTR		558495-KN-6	500,000.00		0.00	500,000.00	500,000
190703	4/1/2022	Northland	WEST ALLIS WIS TAX		951173-JA-2	180,000.00		0.00	180,000.00	180,000
190424	5/15/2022	Northland	TEXAS A&M TAX		88213AEH4	130,000.00		0.00	130,000.00	130,000
120606B	6/1/2022	Northland	CEDAR RAPIDS IO TAX		150528-N2-6	135,000.00		135,000.00	0.00	135,000

2020 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	FDIC #	CUSIP	PRIN BAL 1/1/2020	PURCH 2020	SOLD/ MATURE 2020	BV PRIN BAL 12/31/2020	PAR
170109	6/1/2022	Northland	DESMOINES IA TAX		250097-J3-7	200,000.00		0.00	200,000.00	200,000
150109	10/1/2022	Northland	HUBBARD COUNTY TAX		443348-DE-4	135,000.00		0.00	135,000.00	140,000
190515	11/1/2022	Northland	MICHICAN STATE SCHOOL TAX		594612-CY-7	205,000.00		0.00	205,000.00	205,000
120308B	12/1/2022	Northland	SHOREWOOD WIS TAX		825230-KW-4	150,000.00		0.00	150,000.00	150,000
130624A	2/1/2023	Northland	RAMSEY COUNTY TAXABLE		751622-HH-7	595,000.00		0.00	595,000.00	595,000
190628B	4/1/2023	Northland	WEST ALLIS WIS TAX		951173NP4	240,000.00		0.00	240,000.00	240,000
160812	5/1/2023	Northland	MONROE MI TAX		611101-MF-0	190,000.00		0.00	190,000.00	190,000
191107A	6/1/2023	Northland	NEWTON IOWA TAX		652810-YZ-9	315,000.00		65,000.00	250,000.00	315,000
190726B	6/1/2023	Northland	DESMOINES IA COMM COLLEGE TAX		250097L75	250,000.00		0.00	250,000.00	250,000
120606A	6/1/2023	Northland	CEDAR RAPIDS IO TAX		150528-PA-9	140,000.00		140,000.00	0.00	140,000
180913	7/31/2023	Northland	CD-BANK NEW ENGLAND SALEM		06426K-AN-8	245,000.00		0.00	245,000.00	245,000
121228B	9/1/2023	Northland	MIDDLETON WIS REFUND		596782-T6-7	300,000.00		0.00	300,000.00	300,000
190220B	11/1/2023	Northland	HAWAII ST GO BONDS		214471-PA-6	200,000.00		0.00	200,000.00	200,000
161114B	2/1/2024	Northland	ANDOVER MN TAX		034313-ZU-3	300,000.00		0.00	300,000.00	300,000
130412	2/1/2024	Northland	BECKER MN TAX		075671LJ4	50,000.00		0.00	50,000.00	50,000
180730	10/1/2024	Northland	HUBBARD COUNTY TAX		443348-DG-9	100,000.00		0.00	100,000.00	100,000
120214B	9/1/2025	Northland	MIDDLETON WIS REFUND		596782-TJ-1	315,000.00		0.00	315,000.00	315,000
190227	12/1/2025	Northland	COOK COUNTY SCHOOL DISTRICT		032879-TC-2	500,000.00		0.00	500,000.00	500,000
190726C	7/17/2026	Northland	FFCB		3133EKVJ2	485,000.00		485,000.00	0.00	485,000
190404	9/1/2026	Northland	TUSCOLA COUNTY MISC TAX		900764RL7	395,000.00		0.00	395,000.00	395,000
191015	10/15/2026	Northland	FFCB		3133EK2H8	400,000.00		0.00	400,000.00	400,000
191003A	12/1/2026	Northland	SCOTT BLUFF CTY SCHOOL DIST		810164-CQ-4	385,000.00		0.00	385,000.00	385,000
120308C	12/1/2027	Northland	SHOREWOOD WIS TAX		825230-LB-9	225,000.00		0.00	225,000.00	225,000
190402	2/1/2028	Northland	CLOQUET MN TAX		189036-PS-9	150,000.00		0.00	150,000.00	150,000
191016B	4/1/2028	Northland	COLUMBUS OH TAX		199492E339	285,000.00		0.00	285,000.00	285,000
120308D	12/1/2028	Northland	SHOREWOOD WIS TAX		825230-LC-7	465,000.00		0.00	465,000.00	465,000
									14,843,000.00	
150310	4/1/2020	UBS	MONTGOMERY ALA TAX		613035L69	400,000.00		400,000.00	0.00	400,000
200817	2/16/2021	UBS	BANK OF CHINA COMM PAPER		06119qpg6		10,000,000.00	0.00	10,000,000.00	1,000,000
200113	4/15/2026	UBS	PHILADELPHIA AUTHORITY-ZERO COU		71781LBU2		300,000.00	0.00	300,000.00	300,000
200611	11/1/2029	UBS	VENTURA COUNTY CA		923078CZ0		400,000.00	0.00	400,000.00	400,000
200612		UBS	UBS PRIME FUND				1,445,483.93	0.00	1,445,483.93	1,445,484
200623		UBS	UBS PRIME FUND				1,741,251.98	0.00	1,741,251.98	1,741,252
200714		UBS	UBS PRIME FUND				531,198.11	0.00	531,198.11	531,198
200717		UBS	UBS PRIME FUND				8,002,863.63	0.00	8,002,863.63	8,002,864
200728		UBS	UBS PRIME FUND				1,405,590.52	0.00	1,405,590.52	1,405,591
200731A		UBS	UBS PRIME FUND				259,035.81	0.00	259,035.81	259,036
200731B		UBS	UBS PRIME FUND				247,506.71	0.00	247,506.71	247,507
200630A	7/1/2029	UBS	NEW YORK STATE DORM AUTH		64990GS86		430,000.00	0.00	430,000.00	430,000
200630B		UBS	UBS PRIME FUND				601,602.80	0.00	601,602.80	601,603
200116	1/17/2023	UBS	CD-MORGAN STANLEY	32992	6169OURY8		245,000.00	0.00	245,000.00	245,000
200128	1/27/2021	UBS	CD-FIRST NATIONAL BAI	5452	33213SJA1		245,000.00	0.00	245,000.00	245,000
200130C	7/30/2020	UBS	CD-INVESTORS BANK	28892	46176PMT9		245,000.00	245,000.00	0.00	245,000
200131	7/31/2020	UBS	CD-BANK OF BARODA	33681	06063HKR3		245,000.00	245,000.00	0.00	400,000
200229		UBS	PRIME MM				3,000,000.00	3,000,000.00	0.00	3,000,000
200521		UBS	PRIME MM				2,700,000.00	2,700,000.00	0.00	2,700,000
200531		UBS	PRIME MM				1,000,000.00	332,511.72	667,488.28	1,000,000
200204A	2/3/2021	UBS	CD-TRUST BANK CHARL	9846	89788HAH6		245,000.00	0.00	245,000.00	245,000
200205	8/5/2020	UBS	CD-BEAL BANK	57833	07370YZ96		245,000.00	245,000.00	0.00	245,000
200306	3/7/2022	UBS	CD-POWELL VALLEY NA	6863	73913RAC7		240,000.00	240,000.00	0.00	240,000
200320	9/1/2028	UBS	PENNSYLVANIA UNIV TAX		709235P25		425,000.00	0.00	425,000.00	425,000
200324	3/1/1930	UBS	NEW YORK CITY TAXABLE		64966QJL5		500,000.00	0.00	500,000.00	500,000
200325	4/1/2024	UBS	NEW YORK HOUSING		6498833S2		500,000.00	0.00	500,000.00	500,000
200326B	8/1/2026	UBS	SAN BERNARDINO COMM		79672ONA47		500,000.00	0.00	500,000.00	500,000
200417	9/1/1931	UBS	CITY OF NORFOLK VA TAX		655867G94		220,000.00	0.00	220,000.00	220,000
200430		UBS	PRIME MM				2,500,000.00	0.00	2,500,000.00	2,500,000
200921	7/1/2030	UBS	FLORIDA STATE REV BOND		341271AF1		500,000.00	0.00	500,000.00	500,000
200925	4/1/2027	UBS	WESTERN WASHINGTON UNIV		959878RJO		500,000.00	0.00	500,000.00	500,000
160526	5/1/2020	UBS	MILAN MICH SCHOOL TAX		598801JD1	500,000.00		500,000.00	0.00	500,000
180531B	6/1/2020	UBS	CD-MORGAN STANLY	34221	6176OALP2	245,000.00		245,000.00	0.00	245,000
190725B	8/25/2020	UBS	CD-BMO HARRIS	16571	05581WX59	245,000.00		245,000.00	0.00	245,000
180831E	8/28/2020	UBS	CD-FIRST REPUBLIC BAN	59017	33616CBL3	245,000.00		245,000.00	0.00	245,000
151207	12/1/2020	UBS	SACRAMENTO TAXABLE		786060BB8	300,000.00		0.00	300,000.00	300,000
160613	12/1/2020	UBS	SCHILLER PARK TAX		8062721LM6	325,000.00		0.00	325,000.00	325,000
190123	1/25/2021	UBS	CD-ALLEGIANCE BANK	58629	01748DBM7	245,000.00		0.00	245,000.00	245,000
970625	2/25/2021	UBS	FNMA FNR-1991-7 H		31358FZW2	1,000.00		1,000.00	0.00	129,000
160927A	5/1/2021	UBS	YPSILANTI MI SCHOOL DISTR		987864NY7	405,000.00		0.00	405,000.00	405,000.00
160422	5/15/2021	UBS	UNIVERSITY OF CA TAX		91412GFS9	500,000.00		0.00	500,000.00	500,000
180629A	6/29/2021	UBS	CD-WELLS FARGO	3511	949763RX6	245,000.00		0.00	245,000.00	245,000
180907	7/1/2021	UBS	FLORIDA STATE BOARD OF ADMIN		341271ABO	400,000.00		0.00	400,000.00	400,000

2020 CASH AND INVESTMENT ACTIVITY

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171211	7/1/2021	UBS	FLORIDA STATE BOARD OF ADMIN		341271AB0	235,000.00		0.00	235,000.00	235,000
180815A	8/16/2021	UBS	CD-DISCOVER BANK	5649	254673SV9	145,000.00		0.00	145,000.00	145,000
180926A	9/27/2021	UBS	CD-TOWNEBANK PORTSMOUTH VA		89214PCA5	200,000.00		0.00	200,000.00	200,000
160705	11/1/2021	UBS	MICHIGAN STATE TAX		594612CX9	300,000.00		0.00	300,000.00	300,000
160718	12/1/2021	UBS	LITTLE MIAMI OHIO SCHOOL		537292KY9	345,000.00		0.00	345,000.00	345,000
181214	12/14/2021	UBS	CD-BMW BANK		05580AQA5	95,000.00		0.00	95,000.00	95,000
181228G	12/28/2021	UBS	CD-ALLY BANK		02007GGT4	100,000.00		0.00	100,000.00	100,000
190705	1/3/2022	UBS	CD-BANCO POPULAR	34967	05970EAM6	245,000.00		245,000.00	0.00	245,000
160601	2/15/2022	UBS	MCALLEN TAX		582018Ff5	200,000.00		0.00	200,000.00	200,000
151104	3/1/2022	UBS	NEW YORK TAXALBE		64966KQC0	500,000.00		0.00	500,000.00	500,000
190322	3/22/2022	UBS	CD-MEDALLION BANK	57449	58404DDP3	245,000.00		0.00	245,000.00	245,000
190327	3/28/2022	UBS	CD-VALLEY NATIONAL E	9396	919853DK4	245,000.00		245,000.00	0.00	245,000
160727	5/1/2022	UBS	NORTH BRANCH SCHOOL TAX		657740F50	500,000.00		0.00	500,000.00	500,000
190710	5/15/2022	UBS	CONVENTION CENTER AUTHORITY		32115AAG7	175,000.00		0.00	175,000.00	175,000
001127	7/25/2022	UBS	FNR G92-35		31358PHV2C	232.79		117.43	115.36	75,215
190726D	7/26/2022	UBS	CD-OLD NATIONAL BANI	3832	680061HN1	245,000.00		245,000.00	0.00	245,000
160830C	8/1/2022	UBS	NEW YORK CITY TAXABLE		64966MED7	300,000.00		0.00	300,000.00	300,000
190823	8/23/2022	UBS	CD-CALPRIVATE BANK	58291	13135NAH3	245,000.00		245,000.00	0.00	245,000
021004	8/25/2022	UBS	FNR 1992-125L		31358PS40C	314.43		104.81	209.62	52,000
190913	9/13/2022	UBS	CD-PEOPLES SAVINGS B/	34973	712233AD7	245,000.00		0.00	245,000.00	2
180108	10/1/2022	UBS	PALM BEACH COUNTY SOLID WASTE		696560LD1	450,000.00		0.00	450,000.00	450,000
020826	10/15/2022	UBS	FHR 1391D		312912LUO	240.93		90.35	150.58	59,990
191213	12/13/2022	UBS	CD-WELLS FARGO NEV	27389	949495AA3	245,000.00		0.00	245,000.00	245,000
161216B	12/16/2022	UBS	CD-MERCANTIL COMM E	22953	58733ADQ9	245,000.00		0.00	245,000.00	245,000
191219C	12/19/2022	UBS	CD-MORGAN STANLY	32992	61690UQG8	245,000.00		245,000.00	0.00	245,000
161208A	4/1/2023	UBS	NEW HOPE CULTURAL ED TAX		64542WAY6	250,000.00		0.00	250,000.00	250,000
150812	6/1/2023	UBS	CHARLOTTE TAXABLE		161037L61	300,000.00		0.00	300,000.00	300,000
191122B	6/15/2023	UBS	CD-TOYOTA FINANCIAL	57542	89235MHH7	245,000.00		245,000.00	0.00	245,000
010328	6/25/2023	UBS	FHG14A		312916PD5R	2,000.00		0.00	2,000.00	152,000
180628	6/28/2023	UBS	CD-COMENITY BANK	27499	981996UP3	200,000.00		0.00	200,000.00	200,000
191230B	6/30/2023	UBS	CD-RAYMOND JAMES	33893	75472RAR2	245,000.00		0.00	245,000.00	245,000
160830D	8/24/2023	UBS	FNMA		3136G32Y0	250,000.00		250,000.00	0.00	250,000
160830B	8/28/2023	UBS	FHLMC		3134GAAKO	300,000.00		300,000.00	0.00	300,000
190930	9/30/2024	UBS	CD-JP MORGAN CHASE BANK		48128ICA5	245,000.00		245,000.00	0.00	245,000
190118C	1/18/2024	UBS	CD-CAPITAL ONE	4297	14042RLP4	245,000.00		0.00	245,000.00	245,000
190118C	1/18/2024	UBS	CD-CAPITAL ONE USA	33954	14042TAP2	245,000.00		0.00	245,000.00	245,000
190315	3/15/2024	UBS	CD-COMENITY CAPITAL	57570	20033AS31	245,000.00		0.00	245,000.00	245,000
190325	3/25/2024	UBS	CD-BANK HAPOALIM	33686	06251AW48	245,000.00		0.00	245,000.00	245,000
161018	7/1/2024	UBS	SELMA ALA TAX		816459QV6	500,000.00		0.00	500,000.00	500,000
160726	7/26/2024	UBS	FHLMC		3134G9N78	500,000.00		500,000.00	0.00	500,000
180814	8/16/2024	UBS	FHLB-STEP		3130A8UZ4	430,000.00		430,000.00	0.00	430,000
190828C	8/28/2024	UBS	CD-FIRST OKLAHOMA B/	12484	335857BN7	245,000.00		245,000.00	0.00	245,000
151009	9/1/2024	UBS	NJ ENVIRONMENTAL INFRASTRUCTUR		645791CAO	270,000.00		0.00	270,000.00	270,000
190916	9/16/2024	UBS	CD-JONESBORO ST BANK	9325	4804OPFB6	245,000.00		245,000.00	0.00	2
190918	9/18/2024	UBS	CD-FIRST NATIONAL BAI	4779	334342CF7	245,000.00		0.00	245,000.00	2
161026	10/1/2024	UBS	HONOLULU TAX		4386705W7	300,000.00		0.00	300,000.00	300,000
151023	10/1/2024	UBS	MADISON TAXABLE		55844RKN3	640,000.00		0.00	640,000.00	640,000
161208B	11/1/2024	UBS	MICHIGAN FIN AUTH REV		59447TJX2	250,000.00		0.00	250,000.00	250,000
191127	11/27/2024	UBS	CD-STATE BANK INDIA II	33682	856285RS2	245,000.00		0.00	245,000.00	245,000
191107B	12/1/2024	UBS	CORPUS CHRISTI TEX TRANS		220228BK5	400,000.00		0.00	400,000.00	400,000
190418	12/5/2024	UBS	CD-DELTA NATIONAL BA	26633	2477RBD6	200,000.00		0.00	200,000.00	200,000
191220A	12/20/2024	UBS	CD-TEXAS SECURITY	58739	88269AAU2	245,000.00		245,000.00	0.00	245,000
191230A	12/30/2024	UBS	CD-BRADFORD NATIONA	3799	10427OAL7	245,000.00		245,000.00	0.00	245,000
150311	3/11/2025	UBS	CD-HBSC BANK	57890	40434ASB6	240,000.00		240,000.00	0.00	240,000
160928	3/28/2025	UBS	FHLB		3130A9CN9	300,000.00		300,000.00	0.00	300,000.00
180629C	6/1/2025	UBS	MARYLAND STATE TAX		57420PGR1	300,000.00		0.00	300,000.00	300,000
190621	6/20/2025	UBS	CD-CELTIC BANK	57056	15118RRB5	245,000.00		245,000.00	0.00	245,000
161114A	7/1/2025	UBS	LEXINGTON FAYETTE AIRPORT		52909MCA0	300,000.00		0.00	300,000.00	300,000
190729B	7/29/2025	UBS	CD-FIRST NATIONAL BAI	17438	32115AAG7	245,000.00		245,000.00	0.00	245,000
191101	8/1/2025	UBS	MASSACHUSETTS ST WATER		576051VFO	400,000.00		0.00	400,000.00	400,000
190830A	8/29/2025	UBS	CD-MERRICK BANK	34519	59013KCA2	245,000.00		0.00	245,000.00	245,000
191122A	12/1/2025	UBS	WARRENSVILLE HEIGHTS OHIO		936121JM5	500,000.00		0.00	500,000.00	500,000
191105	3/1/2026	UBS	MARYLAND STATE COMM DEV		57419TDZ1	320,000.00		0.00	320,000.00	320,000
191115A	7/1/2026	UBS	LEXINGTON FAYETEE URBAN COUNTY		52909MDR2	470,000.00		0.00	470,000.00	470,000
160830A	8/28/2026	UBS	FHLB		3130A8ZF3	300,000.00		300,000.00	0.00	300,000
190830B	8/31/2026	UBS	CD-FIRST UNITED BANK	4239	33742CAP2	245,000.00		245,000.00	0.00	245,000
191219B	11/1/2026	UBS	OPELIKA ALABAMA TAX		683489ZE1	400,000.00		0.00	400,000.00	400,000
191016A	12/1/2026	UBS	DENVER CITY & COUNTY HSG		24917NAG6	500,000.00		0.00	500,000.00	500,000
190401	5/25/2027	UBS	FHLB STEP		3130A86VO	300,000.00		300,000.00	0.00	300,000
191219A	6/1/2027	UBS	UNIVERSITY OF NORTHERN COLORAD		914733DY3	360,000.00		0.00	360,000.00	360,000

2020 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	FDIC #	CUSIP	PRIN BAL 1/1/2020	PURCH 2020	SOLD/ MATURE 2020	BV PRIN BAL 12/31/2020	PAR
191022	10/1/2027	UBS	NEW YORK NY TAX		64966QEK2	500,000.00		0.00	500,000.00	500,000
160802	12/1/2027	UBS	TOOLE CITY UT TAX		89033RBU7	400,000.00		0.00	400,000.00	400,000
190725A	12/1/2027	UBS	WRIGHT COUNTY TAXABLE		982276BK2	630,000.00		0.00	630,000.00	630,000
191108	8/1/2028	UBS	CORONA-NORCO CAL		219764SC2	405,000.00		0.00	405,000.00	405,000
180713C	8/24/2028	UBS	FHLB		3130A8Y56	500,000.00		500,000.00	0.00	500,000
191212	10/1/2028	UBS	UNIVERSITY OF ALABAMA TAX		914745GG2	400,000.00		0.00	400,000.00	400,000
191024	2/1/2029	UBS	PULASKI COUNTY		745401EGO3	400,000.00		0.00	400,000.00	400,000
180914	5/28/1931	UBS	FHLB STEP		3130A83X9	300,000.00		300,000.00	0.00	300,000
190630	6-30///	UBS	MM			3,000,000.00		3,000,000.00	0.00	3,000,000
191231B		UBS	PRIME MM		01748DBM7	6,383.46		6,383.46	0.00	6,383
191031		UBS	PRIME MM			1,500,000.00		1,500,000.00	0.00	1,500,000
									50,914,497.33	
	TOTAL INVESTMENTS					73,537,171.61	44,724,533.49	44,231,207.77	74,030,497.33	
			Unamortized Premiums			1,492,823.94	55,956.60		1,548,780.54	
			Unamortized Discounts			(3,461,129.52)	(201,303.68)		(3,662,433.20)	
			BOW			6,069,365.65	59,214,437.98	61,472,811.75	3,810,991.88	
			Money Market Accounts			6,505,807.31	6,881,323.46	2,000,000.00	11,387,130.77	
			Net Cash and Investments			84,144,038.99	110,674,947.85	107,704,019.52	87,114,967.32	

CC Regular Session **5. 2.**

Meeting Date: 10/13/2020

Submitted For: Grant Riemer, Engineering/Public Works

By: Grant Riemer, Engineering/Public Works

Information

Title

Receive Petition Requesting Street Light at the Corner of Alpaca St and 166th Ave

Purpose/Background:

Purpose:

The purpose of this case is to formally receive the petition from the residents near the intersection of Alpaca St and 166th Ave requesting a street light at that location.

Background:

Staff received a petition on 9/22/20 from 5 residents near the intersection Alpaca St/166th Ave. This intersection has somewhat of an abrupt turn to it and the residents feel a light at that intersection would be a safety improvement.

Observations/Alternatives:

With the adoption of this petition, this case will move to the PW Committee for discussion and recommendation.

Funding Source:

N/A

Recommendation:

Enter the petition into the official record and move the case forward to the PW Committee for discussion.

Action:

Motion to accept petition requesting a street light be installed at the intersection of Alpaca St and 166th Ave.

Attachments

Petition

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/08/2020 01:47 PM
Form Started By: Grant Riemer		Started On: 10/06/2020 10:42 AM
Final Approval Date: 10/08/2020		

W2P2

RECEIVED
SEP 22 2020
BY: 9:40 am by Mary J Warner

Petition for a Street Light

We the undersign are requesting a street light for safety in our neighbor on The corner of Alpaca and 166th Ave N.W. Ramsey

Lisa Kelly 16550 Alpaca St.
Cindy Kuchesla, 7881-165 Ave NW, Ramsey.
Charles & Coreen and Judith 7751 166 AV N.W.
Gordon Steinberg 16590 Alpaca St NW Ramsey
Terence & Beryl Mol 16530 Yolite NW Ramsey

Please respond in Writing

C.O.S.

CC Regular Session **5. 3.**

Meeting Date: 10/13/2020

By: Katie Schmidt, Administrative Services

Information

Title

Approve the Following Meeting Minutes:

1. City Council Work Session dated 7/28/2020
2. City Council Regular Session dated 7/28/2020
3. City County Work Session dated 9/22/2020
4. City Council Regular Session dated 9/22/2020

Purpose/Background:

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

Background: Attached are the meeting minutes referenced above.

Recommendation:

Approve the meeting minutes.

Action:

Motion to approve the following Council meeting minutes:

1. City Council Work Session dated 7/28/2020
2. City Council Regular Session dated 7/28/2020
3. City County Work Session dated 9/22/2020
4. City Council Regular Session dated 9/22/2020

Attachments

7-28-2020 CCWS Minutes

7-28-2020 CC Minutes

9-22-2020 CCWS Minutes

9-22-2020 CC Minutes

Form Review

Inbox	Reviewed By	Date
Colleen Lasher	Colleen Lasher	10/07/2020 01:02 PM
Kurt Ulrich	Kurt Ulrich	10/08/2020 01:37 PM
Form Started By: Katie Schmidt		Started On: 10/01/2020 10:31 AM
Final Approval Date: 10/08/2020		

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, July 28, 2020, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor John LeTourneau
Councilmember Mark Kuzma
Councilmember Jeff Menth
Councilmember Debra Musgrove
Councilmember Chris Riley
Councilmember Dan Specht

Also Present: City Administrator Kurtis Ulrich
Police Chief Jeff Katers
Public Works Superintendent Grant Riemer
Deputy City Administrator Timothy Gladhill
Senior Planner Chloe McGuire Brigl

1. CALL TO ORDER

Mayor LeTourneau called the City Council Work Session to order at 5:30 p.m.

2. TOPICS FOR DISCUSSION

2.01: Consider Options for Temporary Filling a Building Maintenance Vacancy

Public Works Superintendent Riemer provided an update to an upcoming vacancy in the Building Maintenance Worker Staff due to the retirement of an existing employee. Public Works Superintendent Riemer outlined a proposal for a temporary filling of this vacancy as soon as October.

Councilmember Menth asked for an overview of building maintenance needs and alternatives.

Discussion ensued about building maintenance needs and alternatives now and moving forward.

Consensus was to move forward with the Temporary Building Maintenance Worker.

2.02: Discuss 2020 Citizen Survey

City Administrator Ulrich presented the Staff Report. He highlighted changes from the previous Citizen Survey including remote meeting usage, updated Strategic Plan initiatives and road maintenance funding. He also reviewed response options including previous mailed surveys and options for online survey responses.

Councilmember Musgrove asked about the online survey option and thought that this would be a more cost-effective way to get more responses.

City Administrator Ulrich noted that by switching response options, the City would not be able to compare previous years' results and may not actually result in an increased response rate.

Councilmember Kuzma recommended to remove the road funding as the Council just agreed to a new franchise fee.

Councilmember Riley recommended that we revise the question to better reflect the final franchise fee amount and note the percentage property tax increase that this would reflect as an addition to the Property Tax Levy instead (15%).

Consensus was to continue the mailed survey format and bring back revised language pertaining to the road funding question for further discussion.

2.03: Receive Update on Code Enforcement Program

Deputy City Administrator Gladhill presented the Staff Report. He noted that current expectations of the community appear to exceed the current resources dedicated to this effort.

John Dehen, 14806 Bowers Dr NW, provided background on an issue he had with his neighbor. He advocated for a more proactive approach for repeat violations that did not require a complaint from a neighbor. He also advocated for better utilization of fines and citations.

Mayor LeTourneau outlined recent feedback received by the City Council from the community.

Councilmember Musgrove inquired if the current activity levels are normal or a result of the current COVID-19 Pandemic and more people staying home.

Deputy City Administrator Gladhill noted that it was probably both. While activity levels are extremely high this year in part to the COVID-19 pandemic, the expectations exceeding resources has been present for several years and is magnified by current conditions.

Police Chief Katers provided an overview of the Police Department's involvement in the enforcement side of the program. He expressed support for the utilization of the Police Department for enforcement but preferred that case management and code interpretation continue to be provided by the Community Development Department.

Councilmember Riley asked about recent changes to the program and if that had assisted in the program's effectiveness. He also supported looking at ways to improve the program based on tonight's discussion.

Councilmember Kuzma thanked Deputy City Administrator Gladhill for bringing this topic forward and encouraged Staff to bring feedback.

Consensus was to explore additional resources for the Code Enforcement Program as part of the draft 2021 Budget.

2.04: Discuss Public Input Plan for Ramsey Gateway Plan – US Highway 10/169 Improvements

Deputy City Administrator Gladhill provided an overview of upcoming planned public engagement opportunities in Anoka County's Preliminary Design Process for Highway 10.

Mayor LeTourneau noted that many stakeholders along the corridor are in need of an update to the process sooner rather than later as it has been some time since the City completed its study.

Consensus was to request that Anoka County schedule an interactive meeting in the next 60 days in consultation with City Staff in order to provide a status update to corridor design efforts.

2.05: Consider Funding Options for Public Works Facility and Pavement Management Program

Councilmember Musgrove presented an option that would utilize a lower Franchise Fee for the construction of the Public Works Campus and fund the Pavement Management Program through the general tax levy. She noted that she felt that this compromise would be more accepted by the Community.

Mayor LeTourneau thanked Councilmember Musgrove for her idea but felt that the Franchise Fee is better suited for the Pavement Management Program as it provided a dedicated, protected funding source for road reconstruction.

Councilmembers Kuzma, Menth and Riley agreed that the Franchise Fee is better suited as a dedicated funding source for road maintenance and not for funding the Public Works Campus.

There was no direction given to change the proposed funding sources for the Pavement Management Program nor the Public Works Campus.

3. TOPICS FOR FUTURE DISCUSSION

3.01: Review Future Topics/ Calendar

Noted.

4. MAYOR / COUNCIL / STAFF INPUT

None.

5. ADJOURNMENT

The Work Session of the City Council was adjourned at 6:55 p.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Katie M. Schmidt
Administrative Assistant

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

TABLE OF CONTENTS

1. CALL TO ORDER 2
2. PRESENTATION 2
3. CITIZEN INPUT 2
4. APPROVE AGENDA 5
5. CONSENT AGENDA 5
6. PUBLIC HEARING 6
6.01: Public Hearing: Consider Multiple Items Related to Garden View Preliminary Plat (Project 19-136) 6
7. COUNCIL BUSINESS 8
7.01: Adopt Ordinance #20-11 Implementing a Gas Franchise Fee on Centerpoint Energy for Providing Gas Service Within the City of Ramsey, Adopt Ordinance #20-12 Implementing an Electric Franchise Fee on Connexus Energy for Providing Electric Service Within the City of Ramsey and Adopt Ordinance #20-13 Implementing an Electric Franchise Fee on the City of Anoka Electric for Providing Electric Service Within the City of Ramsey 8
7.02: Adopt Ordinance #20-15 Approving an Addition to Chapter 54 of the City Code: Traffic and Vehicles (Municipal Parking Ramp Regulations) 12
7.03: Introduce Ordinance #20-09: Revisions to Section 117-349 Related to Accessory Uses and Structures 12
7.04: Adopt Ordinance #20-10 Amending Bulk Standards in the R-1 Residential District 13
7.05: Adopt Resolution #20-153 Approving Manufacturers Cohort 2020 Renewal 14
7.06: Considering a Second Amendment for Purchase Agreement for Cobblestone Hotel, Extending Deadline for Notice to Proceed to August 30, 2020 14
8. MAYOR, COUNCIL AND STAFF INPUT 15
9. ADJOURNMENT 15

CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey City Council conducted a regular meeting on Tuesday, July 28, 2020, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor John LeTourneau
Councilmember Mark Kuzma
Councilmember Jeff Menth
Councilmember Debra Musgrove
Councilmember Chris Riley
Councilmember Dan Specht (attended remotely)

Members Absent: None

Also Present: City Administrator Kurtis Ulrich
Finance Director Diana Lund
Police Chief Jeff Katers
Public Works Superintendent Grant Riemer
Deputy City Administrator Timothy Gladhill
City Engineer Bruce Westby (attended remotely)
Senior Planner Chloe McGuire Brigl (attended remotely)

1. CALL TO ORDER

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

City Administrator Ulrich noted that the opportunity exists for members of the Council and public to participate remotely and provided instructions. He also provided details about mask use when inside City Hall. He reported that Councilmember Specht is attending remotely.

2. PRESENTATION

None.

3. CITIZEN INPUT

Deanette Hontarenko, 7764 148th Lane NW, stated that she felt it necessary to come to the Council to talk about Tom Purmort and Purmort Homes. She stated that she purchased a new construction home from him and has experienced many problems. She stated that the concerns have not been addressed within the one-year timeframe and she has been ignored. She referenced a letter she received from Bill, the previous City inspector, which stated after their sod had been inspected, railings were needed on their porch. She stated that she contacted Bill after receiving the letter

and was assured that the railing would be put up when the other items were addressed. She stated that she came home one day to find two 2x4s placed by the builder. She stated that they called again and spoke with a new City staff member as Bill had retired. She stated that her husband, City staff and Mr. Purmort came to an agreement that they would put up the railings and Mr. Purmort would pay them $750. She stated that after installing the railings she received a letter from Mr. Purmort's attorney stating that he would not pay anything. She noted that after negotiations with City staff, the agreement was that Mr. Purmort would pay $350. She stated that other homes in the neighborhood did not have double railings, and they felt picked on. She stated that as a tax paying resident she does not feel that the builder should get away with these things and that they should be left responsible. She stated that she was told by the inspector that she would need to come to the City Council to ask that the $350 be taken from the escrow account held by the City. She noted that earlier today she was told that Mr. Purmort agreed to pay the $350 now and she would not have to attend the Council meeting. She stated that after all the issues they have encountered, she felt that it would be best to come to the Council. She stated that everyone in the new construction neighborhood have had problems with Mr. Purmort and issues in their new homes because of the builder. She stated that there is a community of residents that are not happy and feel that they are not being heard.

Mayor LeTourneau stated that he is empathetic with how frustrating this situation has been. He agreed that coming forward was the right thing to do. He stated that this will not only help the situation of her and her neighbors but also how the Council can be better for the residents. He stated that this is where the residents choose to live, and the community should be how they want it to be. He stated that they have heard the comments and will address the issues.

Ms. Hontarenko stated that makes her feel better. She stated that she has contemplated selling but would have to pay a large amount of money to fix the things that would need to be fixed prior to selling.

Deputy City Administrator Gladhill stated that staff has had challenges with this builder, noting that this is not the first complaint about this builder. He stated that they had an agreement with the builder, but the builder recanted on the agreement. He stated that once it was communicated that the discussion would occur at the Council, the builder agreed to the release of funds from the escrow account to the resident. He stated that he is willing to work with the homeowners, noting that staff can help to submit the complaints to the appropriate party. He stated that the City has spent a few thousand dollars in legal fees in order to negotiate with this builder/contractor.

Eric Domaas, 7784 148th Lane NW, stated that he had a very similar situation but was told from the City that $150 would be reimbursed for the railing. He stated that he did not do anything with the railing. He stated that he has filed complaints with multiple agencies but has not gotten anywhere. He commented that it sounds like Purmort Homes is going to build another community in Ramsey, which troubles him because that company did not do a good job on this development. He stated that his neighbor across the street already moved out because of the issues. He stated that while they understand that the City cannot solve the problems right away, the neighborhood feels that the issues need to be voiced.

Deputy City Administrator Gladhill stated that a complaint should also be filed with the Department of Labor and Industry.

Mr. Domaas confirmed that he filed a complaint there as well.

Mayor LeTourneau directed staff to document all of the issues raised tonight in order to facilitate additional discussion and follow up.

Linda Aasmundstad, 14782 Zeolite St NW, stated that she has an issue with the current inspector. She noted that her concrete slab has disintegrated within one year. She stated that when she reached out to the inspector, she was told that Mr. Purmort was not required to pour concrete in that location and could have put gravel. She asked why Mr. Purmort is allowed to construct additional homes when homes that he built in the community continue to have issues and be of poor quality. She stated that he lives in the neighborhood and smugly waves as he drives by to everyone living in homes that have problems.

Mayor LeTourneau recognized that there have been issued raised with the inspector and with Mr. Purmort. He stated that the Council will address these issues.

Ms. Aasmundstad stated that she reached out to the Department of Labor and Industry and has been told to hire an attorney. She stated that she consulted with two attorneys that have said her money would be better spent completing the repairs and filing a claim in small claims court. She stated that she will be listing her home for sale and is disappointed that she will not be making Ramsey her forever home.

Deputy City Administrator Gladhill stated that staff will need to speak with the City Attorney, as it would come down to a contractor's license and was unsure if the City could deny a contractor to work in the community if the proper license and insurance are held.

Mayor LeTourneau commented that he hopes there is something the Council can help with.

Vitally Hontarenko, 7764 148th Ln NW, stated that while the inspector might be hard working, it has been difficult for residents when the statement has been "you can fix it or move". He stated that his window has cracks around with insulation sticking out, the kitchen island is cracked, the garage has damage, etc. He stated that his realtor has sent many emails that continue to not be addressed by Mr. Purmort.

Kristie Wimpfheimer, 14774 Zeolite St NW, stated that she also has a home by Purmort Homes. She stated that they moved in 2017 and have had a number of issues. She stated that when they moved in, they were told they would have two full sized trees, and only one was put in years later. She stated that Mr. Purmort actually wanted to remove the tree out of her yard. She stated that they were promised many things when they purchased their new construction home and those items were never completed. She questioned how the City is allowing this poor workmanship to be passed as being up to code.

Mayor LeTourneau stated that the inspection covers whether the code requirements are met. He noted that further discussion could occur related to the code but commented that there is not gray area in code interpretation by City staff. He recognized that these are complex situations with a lot of complex issues.

Deputy City Administrator stated that he will provide his contact information to the residents and staff will put together a neighborhood meeting. He stated that he would also like specifics from the residents on their concerns so that he could investigate that with the building team to determine if it was a code issue or quality of work issue.

4. APPROVE AGENDA

Mayor LeTourneau stated that staff has asked to add an item to the agenda titled, Considering a Second Amendment for Purchase Agreement for Cobblestone Hotel, Extending Deadline for Notice to Proceed to August 30, 2020. He noted that will be added as Case 7.07.

City Administrator Ulrich requested that Item 7.06 be removed from the agenda as well.

Mayor LeTourneau confirmed that current item 7.06 can be removed, and the new item can take its place.

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

A roll call vote was performed:

Councilmember Kuzma	aye
Councilmember Specht	aye
Councilmember Musgrove	aye
Councilmember Menth	aye
Councilmember Riley	aye
Mayor LeTourneau	aye

Motion carried.

5. CONSENT AGENDA

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

5.01: Receive June 2020 Financial Reports – General Fund and Enterprise Funds
5.02: Receive Cash and Investments for Period Ending June 30, 2020
5.03: Note the Following Boards, Commissions and Committee Meeting Minutes:

- Planning Commission Meeting Minutes dated June 4, 2020
- Economic Development Authority Meeting Minutes dated June 11, 2020
- Park and Recreation Commission Meeting Minutes dated June 11, 2020

- Public Works Committee Meeting Minutes dated June 16, 2020

5.04: Approve Rental Licenses

5.05: Adopt Resolution #20-152 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 9, 2020 through July 22, 2020

5.06: Adopt Resolution #20-155 Approving Abatement of 14760 Bowers Drive NW (Case of Sandra Dickinson)

5.07: Adopt Resolution #20-150 Authorizing Partial Payment #1 to Dryden Excavating for Improvement Project #19-10, Hedgehog Street Drainage Improvements

5.08: Adopt Resolution #20-151 Approving Amendment to Listing Agreement with CBRE

5.09: Adopt Resolution #20-154 Approving Small Busines Grant Program – Phase 2 COVID-19 Business Assistance Program

5.10: Adopt Resolution #20-157 Accepting Coronavirus Relief Funds from State of Minnesota and Certifying That it Will Honor All Commitments and Maintain Required Information and Documentation and Resolution #20-158 Allocating Coronavirus Aid, Relief and Economic Security Funds (Known as CARES Act Funds) to Economic Recovery Activities and Resolution #20-159 Allocating Coronavirus Aid, Relief and Economic Security Act Funds (Known as CARES Act Funds) to Local Government Activities

5.11: Adopt Resolution #20-160 Approving Abatement of 8050 147th Avenue NW

5.12: Adopt Resolution #20-161 Approving Grading Agreement for Preserve at Northfork; Case of BK Land Development (Project 19-147)

5.13: Adopt Resolution #20-162 Approving Assessment Agreement for Municipal Water and Sanitary Sewer Connection at 6314 Highway 10 NW; Case of Electric Systems of Anoka

A roll call vote was performed:

Councilmember Kuzma	aye
Councilmember Specht	aye
Councilmember Musgrove	aye
Councilmember Menth	aye
Councilmember Riley	aye
Mayor LeTourneau	aye

Motion carried.

6. PUBLIC HEARING

6.01: Public Hearing: Consider Multiple Items Related to Garden View Preliminary Plat (Project 19-136)

Presentation

Senior Planner McGuire-Brigl reviewed the staff report and recommendation from the Planning Commission and staff to approve the Preliminary Plat and vacation of right-of-way for Garden View.

Public Hearing

Mayor LeTourneau called the public hearing to order at 7:48 p.m.

Citizen Input

There was none.

Motion by Councilmember Kuzma, seconded by Councilmember Musgrove, to close the public hearing.

A roll call vote was performed:

Councilmember Kuzma	aye
Councilmember Specht	aye
Councilmember Musgrove	aye
Councilmember Menth	aye
Councilmember Riley	aye
Mayor LeTourneau	aye

Motion carried.

The public hearing was closed at 7:49 p.m.

Council Business

Councilmember Musgrove asked for details on the road alignment.

Senior Planner McGuire Brigl commented on the west side of the road there is a future road connection planned north to the existing neighborhood. She stated that the timing has not been decided upon, but the right-of-way is being saved for future planning efforts.

Deputy City Administrator Gladhill stated that the road connection has been planned by the City, but the timing is unknown, therefore the City is simply reserving the right-of-way for future potential use.

Councilmember Riley noted that previous comments were received from neighbors to the north and asked if those were in response to the previous development plans or these development plans.

Deputy City Administrator Gladhill replied that those comments were related to the previous development plan and noted that the neighbors seem much more amenable to this plan.

Councilmember Musgrove asked the width of the road.

Deputy City Administrator Gladhill replied that typically the road is 32 feet in width and did not believe this request was lesser than required.

Motion by Councilmember Menth, seconded by Councilmember Kuzma, to Adopt Resolution #20-002 Granting Preliminary Plat Approval of Garden View and introduce Ordinance #20-16 Vacating Right-of-Way.

Further discussion: Councilmember Menth asked the location of the future road connection. Deputy City Administrator identified the general location for that roadway.

A roll call vote was performed:

Councilmember Kuzma	aye
Councilmember Specht	aye
Councilmember Musgrove	aye
Councilmember Menth	aye
Councilmember Riley	aye
Mayor LeTourneau	aye

Motion carried.

7. COUNCIL BUSINESS

7.01: Adopt Ordinance #20-11 Implementing a Gas Franchise Fee on Centerpoint Energy for Providing Gas Service Within the City of Ramsey, Adopt Ordinance #20-12 Implementing an Electric Franchise Fee on Connexus Energy for Providing Electric Service Within the City of Ramsey and Adopt Ordinance #20-13 Implementing an Electric Franchise Fee on the City of Anoka Electric for Providing Electric Service Within the City of Ramsey

Finance Director Lund reviewed the staff report and recommendation to adopt the respective ordinance related to implementing a franchise fee on said utilities.

Councilmember Musgrove stated that it was mentioned that the debt levy was $487,000 and asked if that would increase in coming years.

Finance Director Lund replied that the road debt was structured in a way that it would remain constant at about $475,000 until 2025 when the project debt from 2015 falls off.

Councilmember Musgrove asked if that could be restructured.

Finance Director Lund replied that the Council could provide direction on that. She noted that the PIR fund has been used in the past but that is a limited amount of funding with other allocated expenses.

Councilmember Musgrove asked if MSA funds have been designated for Highway 10 projects.

City Engineer Westby stated that some of the Highway 10 improvements would be eligible for MSA funds.

Councilmember Musgrove stated that she noticed the balance of the MSA fund has decreased with funds used this year and therefore would want to revisit that topic to ensure funds are available for the Highway 10 project.

Mayor LeTourneau invited any members of the public to provide comments.

Frank Howsman, 7140 152nd Ave NW, stated that this is everyone's City and they should have it as they want, as the Mayor said earlier tonight. He stated that this issue appears to be driven by a want of the Council rather than the community. He stated that from what he has seen at meetings and on social media, the majority of residents feel that assessments are a fair form of funding. He stated that he believes that this question should have been placed on the ballot to allow the residents to make the choice on road repair funding. He stated that the residents pay taxes and pay the levy. He stated that the people purchasing the homes discussed earlier tonight do not understand that they live within a TIF District and therefore their taxes do not contribute to road improvements and other City operations. He asked what happened to funds that were claimed to have gone missing years ago by a previous Councilmember. He asked if the Council has been listening to the people of Ramsey and what they want or whether it is following its own agenda.

Finance Director Lund stated that in 2013 there was about $1,300,000 budgeted in the general fund for road improvements and at the end of that year $832,000 was moved over into the road fund. She noted that the available balance in that account was used to get to the amount determined needed through the franchise fees.

Mayor LeTourneau stated that the $1,300,000 was dedicated towards road funding. He noted that since that time there is much more funding needed to continue to repair the roads. He explained that this plan would help to bring the roads to the condition expected of residents and can be maintained over time to a standard expected by residents. He stated that a lot of repair is needed in the City on its roads and they are attempting to develop this plan in order to continue reconstructing the roads in a manner affordable to the community.

Mr. Howsman stated that he believes that the roads could be funded by reallocating funds in the City budget. He did not believe that City funds are being managed correctly.

Mayor LeTourneau commented that the Council has heard the comments from residents at public meetings, at information meetings, in person, and through social media. He commented that there are 27,000 residents that live in Ramsey, but you cannot assume that the entire City does not support something based on the comments of a few hundred.
Councilmember Specht stated that he appreciates the input from the resident. He stated that the Council attempts to make its decisions based on the feedback received from residents.

Councilmember Riley appreciated the input of the resident. He stated that the "missing money" was accounted for and has been used and factored into City needs going forward. He stated that he reads the social media comments and a lot of those users are against this topic. He stated that the Council has had individual comments and has received input from other residents as well, noting that the majority of those people are in favor of the franchise fee. He recognized that this

is an additional tax, but the other option is a large tax increase and therefore he believes that this is a better choice. He stated that these are dedicated fees that can only be used for pavement management. The Council will review this every year and the program sunsets after five years. He stated that if the program does not work, it would go away after five years, similar to the assessment process.

Councilmember Kuzma stated that he disagrees with the comments of the resident. He stated that he has been on the Council for eight years and the issue of roads has been a topic the entire time. He stated that prior Councils kicked the can down the road and the roads need to be fixed. He stated that the assessment program was tried and was very financially impactful to some residents, using the example of a young couple and a retired elderly couple that were both hit hard with large assessments. He stated that the Council would like to try the franchise fee program as it will come with cost savings in terms of bonding fees and interest. He stated that this appears to make more sense and be more financially responsible with City funds to address the problem of roads.

Chelsea Howell, 5250 156th Lane NW, echoed the comments of the previous resident. She stated that a lot of residents are concerned with franchise fees. She stated that on the surface the idea seems nice but believes the problem would be that there is no limit to how much the franchise fee could increase.

Finance Director Lund stated that the $7 per utility would be set in ordinance and the only change would be by coming to the Council to consider change.

Ms. Howell stated that Councilmembers in the future could choose to raise the amount of the fee. She stated that unlike the debt levy, franchise fees would have no limit. She stated that people that have been assessed are not thrilled about the change to the franchise fee after they paid their assessment.

Mayor LeTourneau thanked the resident for their feedback.

Bryce Bottineau, 16551 Alpaca St, stated that his mom lives in another city in Anoka County and received an assessment for $9,000. He commented that his mom was unsure how she was going to be able to pay that assessment. He believed that the franchise fee method is cheaper and noted that he would much prefer to pay $7 per month rather than a high assessment.

Councilmember Musgrove thanked the residents for providing input tonight. She stated that there has been feedback from residents through several City authorized methods of feedback where residents supported the assessment or tax levy methods of funding. She stated that from the cases she has heard, the $1,300,000 has been used for road projects. She stated that it was her understanding that the remaining funds were used on Variolite and asked staff for clarification.

Finance Director Lund explained that the fund began with the 2013 transfer. She stated that when improvements were done, the expenses that could not be covered through bonds were funded through the road reconstruction fund. She stated that the remaining balance was supposed to go to 2020 road projects, but those did not move forward because it was determined that mill and

overlay projects could not be completed as reconstructions would be needed instead. She stated that Variolite was funded through MSA funds.

Councilmember Musgrove asked why the unused funds would not have went towards the debt levy or general fund.

Finance Director Lund provided additional details on how the fund was used, noting that the balance remained because of uncompleted projects.

Councilmember Musgrove asked for details on the homes constructed within the TIF District.

Finance Director Lund explained that the TIF District was used to put improvements into place, such as infrastructure and other improvements that benefit the City as a whole.

Mr. Howsman commented that townhomes and apartments continue to be constructed and the previous Council ran McDonalds out to town.

Mayor LeTourneau refocused the resident on the issue of roads. He stated that McDonalds made a decision for themselves and encouraged the resident to stay focused on the topic.

Councilmember Musgrove stated that her point was that currently the property taxes from the residents in The COR are paying into the TIF District and will then pay into the general fund.

Finance Director Lund stated that the residents still pay property taxes that contribute to the general fund. She noted that a majority of the townhomes have been removed from the TIF District already.

Councilmember Musgrove stated that she is against the franchise fees and believes that this should instead be planned for in the levy. She commented that the assessment caused a hardship for some residents, but the majority were fine. She commented that two road projects were stopped through petition, but the remainder were completed.

Councilmember Kuzma commented that the TIF District was started 12 plus years ago. He stated that if the franchise fee is not approved and the road financing is put on the levy, the property taxes will increase.

Motion by Councilmember Kuzma, seconded by Councilmember Menth, to waive the City Charter requirement to read the Ordinance aloud and Adopt Ordinance #20-11 Implementing a Gas Franchise on Centerpoint Energy for Providing Gas Service Within the City of Ramsey, Adopt Ordinance #20-12 Implementing an Electric Franchise Fee on Connexus Energy for Providing Electric Service Within the City of Ramsey and Adopt Ordinance #20-13 Implementing an Electric Franchise Fee on the City of Anoka Electric for Providing Electric Service Within the City of Ramsey.

Further discussion: Councilmember Specht stated that he provided reasoning on why he opposes franchise fees at the last meeting and would not review those reasons a second time but just wanted

to say that he will be opposing this. Mayor LeTourneau stated that the issue is fixing the roads and they need to find a methodology that works best for the community. He stated that there had been a number of attempts in the past to use the levy funds, but it just did not work, and the conditions of roads continued to escalate. He stated that the assessment method was then agreed upon for a five-year period, which is not like paying out of pocket but more like putting that on a credit card. He stated that this franchise fee system is the system the Council would like to try for the next five years. He stated that the public comments desired a dedicated fund that would be used only for road improvements, and this method will provide that opportunity. He thanked everyone that has provided input and participated throughout this long process.

A roll call vote was performed:

Councilmember Kuzma	aye
Councilmember Specht	nay
Councilmember Musgrove	nay
Councilmember Menth	aye
Councilmember Riley	aye
Mayor LeTourneau	aye

Motion carried.

7.02: Adopt Ordinance #20-15 Approving an Addition to Chapter 54 of the City Code: Traffic and Vehicles (Municipal Parking Ramp Regulations)

City Administrator Ulrich reviewed the staff report and recommendation to adopt the ordinance to establish an ordinance governing the use of the Ramsey Parking Ramp.

Motion by Councilmember Riley, seconded by Councilmember Musgrove, to waive the City Charter requirement to read the Ordinance aloud and Adopt Ordinance #20-15 an Ordinance Governing the Use of the Ramsey Parking Ramp.

A roll call vote was performed:

Councilmember Kuzma	aye
Councilmember Specht	aye
Councilmember Musgrove	aye
Councilmember Menth	aye
Councilmember Riley	aye
Mayor LeTourneau	aye

Motion carried.

7.03: Introduce Ordinance #20-09: Revisions to Section 117-349 Related to Accessory Uses and Structures

Senior Planner McGuire-Brigl reviewed the staff report and recommendation to introduce Ordinance #20-09, noting that staff is handling this as part of its normal duties.

Motion by Councilmember Kuzma, seconded by Councilmember Menth, to introduce Ordinance #20-09 amending City Code Section 117-349 related to Accessory Uses.

Further discussion: Councilmember Menth appreciated the time spent simplifying the zoning language. Mayor LeTourneau stated that this year provided an opportunity to review some of the Code language and tonight's cases, among other recent cases, are proof of that. Bryce Botano, 16551 Alpaca Street, stated that the current language seems to contradict itself in some places. He noted that he would like to park an RV in his detached garage, which is better for neighborhood aesthetics and to protect his investment. Councilmember Musgrove thanked staff for their work on this case and cleaning up the code in general.

A roll call vote was performed:

Councilmember Kuzma	aye
Councilmember Specht	aye
Councilmember Musgrove	aye
Councilmember Menth	aye
Councilmember Riley	aye
Mayor LeTourneau	aye

Motion carried.

7.04: Adopt Ordinance #20-10 Amending Bulk Standards in the R-1 Residential District

Senior Planner McGuire-Brigl reviewed the staff report and recommendation of the Planning Commission to adopt Ordinance #20-10 amending the bulk standards in the R-1 Residential District. The City Council previously introduced the ordinance and it is now available for adoption.

Motion by Councilmember Menth, seconded by Councilmember Musgrove, to waive the City Charter requirement to read the Ordinance aloud and adopt Ordinance #20-10 an Amendment to Chapter 117, Section 111, Subsection D, Related to Bulk Standards within the R-1 Residential District Section of the City Code of Ramsey, Minnesota.

A roll call vote was performed:

Councilmember Kuzma	aye
Councilmember Specht	aye
Councilmember Musgrove	aye
Councilmember Menth	aye
Councilmember Riley	aye
Mayor LeTourneau	aye

Motion carried.

7.05: Adopt Resolution #20-153 Approving Manufacturers Cohort 2020 Renewal

Mayor LeTourneau recused himself from this case.

Deputy City Administrator Gladhill reviewed the staff report and recommendation of the EDA to approve the resolution approving the renewal of the Manufacturers Cohort.

Councilmember Kuzma stated that he heard a more detailed presentation at the EDA and the members of the EDA unanimously recommended approval of this continued support.

Motion by Councilmember Kuzma, seconded by Councilmember Menth, to Adopt Resolution #20-153 Approving Manufacturers Cohort 2020 Renewal.

Further discussion: Councilmember Musgrove asked how often this group meets and whether the meetings are open to the public. John LeTourneau, Chamber of Commerce, stated that its been his pleasure to continue to offer this program on behalf of the Chamber of Commerce for the purpose of supporting manufacturing. He explained that they engage with manufacturers at the places and times best for them and that group determined that six to eight times per year would be sufficient. He stated that they attempt to keep the number at the meeting small in order to ensure that people feel comfortable expressing their opinions. He stated that it is for manufacturing by manufacturing. He stated that if a member of the Council wanted to attend, they would be welcome, but the entire Chamber body is not invited, out of respect for the group. Councilmember Musgrove asked for an overview of what the funding is used for. Mr. LeTourneau stated that the funding is used 100 percent for the program. He used the example of changing the curriculum at Anoka High School and other projects which provide a direct result to the manufacturers. He provided additional details on manufacturing within Anoka County.

A roll call vote was performed:

Councilmember Kuzma	aye
Councilmember Specht	aye
Councilmember Musgrove	aye
Councilmember Menth	aye
Acting Mayor Riley	aye
Mayor LeTourneau	abstain

Motion carried.

Mayor LeTourneau rejoined the Council.

7.06: Considering a Second Amendment for Purchase Agreement for Cobblestone Hotel, Extending Deadline for Notice to Proceed to August 30, 2020

Deputy City Administrator Gladhill reviewed the staff report and recommendation to approve the second amendment for Purchase Agreement for Cobblestone Hotel, extending the deadline for the notice to proceed to August 30, 2020.

Councilmember Musgrove asked if there is any financial penalty that the City receives for this extension or whether that would be included in the more formal action to follow.

Deputy City Administrator Gladhill stated that currently there is no earnest money put down. He noted that discussion could occur at the more formal case in August.

Councilmember Musgrove agreed that would be an appropriate discussion due to the staff time that has been spent on this.

Motion by Councilmember Menth, seconded by Councilmember Musgrove, to approve the second amendment for Purchase Agreement for Cobblestone Hotel, extending deadline for Notice to Proceed to August 30, 2020.

A roll call vote was performed:

Councilmember Kuzma	aye
Councilmember Specht	aye
Councilmember Musgrove	aye
Councilmember Menth	aye
Councilmember Riley	aye
Mayor LeTourneau	aye

Motion carried.

8. MAYOR, COUNCIL AND STAFF INPUT

City Administrator Ulrich announced upcoming meetings and events.

Councilmember Musgrove thanked the residents that attended tonight and that have attended other meetings to provide input.

Mayor LeTourneau stated that he also appreciates when residents provide input, as that is a shining example of what the community should be. He stated that earlier tonight there was a discussion related to concern about $1,300,000 which has caused confusion in the community. He stated that people owe it upon themselves to find good information. He stated that the City will post a link on its website in order to provide residents with this information. He encouraged everyone to visit that data and read through it as it provides a clear explanation.

9. ADJOURNMENT

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

A roll call vote was performed:

Councilmember Kuzma	aye
Councilmember Specht	aye
Councilmember Musgrove	aye
Councilmember Menth	aye
Councilmember Riley	aye
Mayor LeTourneau	aye

Motion carried.

The regular meeting of the City Council adjourned at 9:22 p.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Katie M. Schmidt
Administrative Assistant

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

A recording of this meeting is available for viewing online at www.qctv.org <http://www.qctv.org>. Recordings are available for 36 months after the date of the meeting.

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, September 22, 2020, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor John LeTourneau
Councilmember Mark Kuzma
Councilmember Jeff Menth
Councilmember Debra Musgrove
Councilmember Chris Riley
Councilmember Dan Specht

Also Present: City Administrator Kurtis Ulrich
Finance Director Diana Lund
Police Captain Timothy Frankfurth
Public Works Superintendent Grant Riemer
Administrative Services Director Colleen Lasher
Deputy City Administrator Timothy Gladhill
City Attorney Joe Langel

1. CALL TO ORDER

Mayor LeTourneau called the City Council Work Session to order at 5:30 p.m.

2. TOPICS FOR DISCUSSION

2.01: Review Draft Letter to Utility Customers

Finance Director Lund reviewed the staff report.

City Administrator Ulrich stated that part of the Franchise Agreements requires this letter to be sent out from the City.

Councilmember Musgrove asked for clarification on cable franchise fees.

Finance Director Lund stated that the City did not include cable franchise fees.

City Administrator Ulrich provided additional details on the Franchise Fee for cable services which goes through the Joint Powers Agreement through QCTV.

Councilmember Musgrove stated that she would like to eliminate a portion of the last statement, as she does not believe it is accurate. She believed the sentence should end at "benefiting properties".

Finance Director Lund explained the reason the statement was included.

Members of the Council and staff provided alternate suggestions for the language of that sentence.

City Administrator Ulrich explained the intent of the statement, noting that there are multiple ways to convey that.

Councilmember Musgrove stated that she prefers less language to provide a more concise and less convoluted statement.

Mayor LeTourneau stated that the statement addresses the concern with the potential of double taxing. He stated that the intent would be to explain that this would replace one funding source with another.

Finance Director Lund explained that special assessments only covered 25 percent of the cost of road improvements, therefore if the remainder of the sentence is removed, that does not explain the other 75 percent of the funding that was used for that funding method.

Councilmember Riley suggested adding the word anticipated, that this "is anticipated to eliminate".

Councilmember Musgrove agreed that would be more truthful.

Councilmember Riley suggested having different letters for business and residential customers.

Finance Director Lund asked if the Council would like to have the letter included with the utility billing or as a separate letter. She commented that some customers receive billing electronically and therefore staff would not be able to differentiate between the customer type.

Councilmember Riley commented that he would like to see the information specific to the type of customer to make the information more applicable and clearer.

Councilmember Musgrove stated that she has received questions from residents as to what businesses will be paying and believed that all the information should be included in one letter. She believed that people would be able to read and understand the portion that applies to them.

Councilmember Kuzma stated that he would support the separate letter method differentiating between residential and commercial customers.

Finance Director Lund stated that she could move the residential portion to the top, which would make it easier for that information to be found and differentiate between the two.

Councilmember Musgrove stated that she would prefer one letter as it would cause additional staff time and cost to complete a separate mailing.

Councilmember Menth asked and received confirmation that the City's utility billing will be sending the mailing. He believed it would then be easy to differentiate between residential and commercial customers.

Finance Director Lund stated that could be a possibility but noted that she would need to verify whether the customers that receive their bill electronically could be differentiated.

Councilmember Menth stated that he likes the idea of keeping it simple and creating one residential and one commercial letter.

Finance Director Lund confirmed the consensus of the Council to create one residential letter and one commercial letter. She stated that she will follow up to determine how the determination could be made on who receives which letter.

Councilmember Specht suggested using additional communication methods such as the City website and social media. He stated that perhaps all the information could be placed on the website and social media for those that would be interested in both residential and commercial rates.

Finance Director Lund confirmed the consensus of the Council to send the letter separately if the differentiation cannot be made through the utility billing.

2.02: Discussion Regarding Executive Order 20-81 – Face Mask Mandate

City Administrator Ulrich reviewed the staff report.

Councilmember Musgrove stated that she appreciates the process of members of the Commission coming to staff to ask for clarification. She stated that she would have hoped that the matter would have come to the Council before going to outside sources for information. She stated that she appreciated Planning Commission Chairperson Bauer reaching out to her through email. She noted that the Council is very receptive. She asked if paragraph 10C can be interpreted in more than one way.

City Attorney Langel replied that it probably could be interpreted in more than one way because it is a broad statement but believed that the intent is clear.

Councilmember Musgrove stated that she believed that the decision of the Council was that once seated and socially distanced, the members of the Council would not be required to wear masks as that would comply with the rules and would also ensure that members of the public could clearly hear the words of the Councilmembers.

Councilmember Riley stated that he believes this is a solution looking for a problem. He stated that modifications have been made to the meetings and safety protocols have been implemented, therefore he did not find a reason to change things further. He stated that emails do not take the

place of Executive Orders. He stated that he believes that a lot of things are left to interpretation, such as the word temporary within the phrase "temporarily remove face coverings". He stated that while he is seated at the dais would be a temporary period of time. He stated that good changes have already been made and he is not interested in changing things further.

Councilmember Specht agreed with the members of the Council that have spoken thus far. He stated that when viewing other Councils and government bodies, not everyone is wearing their mask for the entire length of the meeting. He stated that he believes that social distancing measures have been implemented and remote attendance is an option, therefore he did not see a reason to change things further. He stated that there are other issues he would rather address and sees this as a solution looking for a problem and something that is taking up time that could be spent more productively.

Councilmember Menth stated that when in a restaurant you are required to wear a mask while walking but once you are seated with your group, you do not have to wear your facemask. He stated that he would interpret this as the same, where when walking around you should wear your facemask, but once seated in your socially distanced space, you are not required to wear your mask.

Mayor LeTourneau asked for input from City Attorney Langel.

City Attorney Langel stated that the Executive Order states that you are required to wear a face covering when in a public indoor space. He stated that there are exceptions provided, such as a temporary removal when speaking or testifying at a governmental meeting subject to the open meeting law. He stated that the question would then be what constitutes testifying or speaking at the meeting; whether that means that you must wear the mask at all times unless you're speaking or whether once seated at the dais you would be considered as speaking in an ongoing matter. He stated that it is the decision of the Council as to what it does, but the language is open to interpretation in regard to what it means to be testifying or speaking when you are a member of the Council.

Councilmember Kuzma stated that it would appear that it is up to the Council to make the determination whether or not masks should be worn when sitting.

City Attorney Langel confirmed that ultimately it would be up to the Council as to how to comply with the Executive Order and what constitutes as testifying and speaking.

City Administrator Ulrich stated that Plexiglas was added to the Council Chambers in order to separate the different seating areas at the dais and provide another level of separation/social distancing.

Mayor LeTourneau stated that he would agree with the tone and context of the conversation thus far. He stated that the Council made a determination on how to interpret this language and believed that the Council made a good decision based on what was known. He stated that there are people within the ranks of the City that are experiencing/interpretating this in another way and therefore he would like to remain open and respectful to their positions as well. He noted that the concern came from the Planning Commission and therefore welcomed comments for those present.

Planning Commission Chairperson Bauer stated that he would disagree with the statement that this is a solution looking for a problem, noting that the problem was created by the pandemic. He stated that his wife worked in public health for 45 years and worked through serious outbreaks. He stated therefore she has a much different experience and outlook on public health measures. He stated that his wife is very concerned about the proper interpretation of the Executive Order. He stated that his concern is that they, as civic leaders need to show leadership. He stated that if leadership is not shown, you cannot expect others watching to do the same. He stated that temporary is meant to be interpretated as only when you are speaking. He stated that the Plexiglas installed does not meet the requirement to have four walls and high enough to cover the breathing area or when standing.

Planning Commissioner VanScoy thanked all the Council and staff members for the service and effort they put into serving the community. He stated that this issue is serious to him as he has been remotely attending the meetings. He stated that by him attending remotely, it allows additional space in the Chambers for those that attend. He stated that during a meeting of the Planning Commission there was one person that did not wear a mask for the entire length of the meeting, so he inquired about that. He stated that on the City website he found the statement that public meetings do not require a mask. He stated that he then inquired at the State and received different feedback. He apologized if that offended someone by going to City staff, but to him it was a question on the City policy and where that information came from. He stated that he disagrees with the City policy as he believes that the Executive Order is very clear. He thanked the Council for taking the time to discuss this matter tonight.

Councilmember Musgrove asked if it concerns Commissioner VanScoy that there are exemptions in the Executive Order for Elected Officials within the legislative or judicial branches.

Planning Commissioner VanScoy stated that he does have that concern, but that is an exemption.

Councilmember Musgrove stated that a virus does not discriminate based on whether a person is elected. She stated that if the mandate were better written it would not have given exclusions to those within the legislative and judicial branches. She stated that when you take a mask on and off it only increases the number of germs you are introducing to your system. She stated that wearing a mask is only one element of hygiene such as washing hands, etc. She stated that repeatedly taking a mask off and on only increases germ transmission. She commented for the benefit of transcription and for members of staff and the public to be able to clearly hear the comments of the Council she believes that it is better that the masks are not worn once seated in the socially distanced positions at the dais. She commented that if someone is uncomfortable attending, a member can choose to attend remotely. She stated that the Council reviewed this and came to its consensus based on how they can best communicate their messages to each other and the public during a public meeting.

Planning Commissioner VanScoy commented that he does not believe that interpretation complies with Executive Order #20-81.

Mayor LeTourneau asked for the legal opinion on whether the City is complying with Executive Order #20-81.

City Attorney Langel stated that it would go back to the interpretation of the phrase "when testifying and speaking at a government meeting subject to open meeting law". He stated that if you interpret that conservatively, then the Council would not be complying, whereas if you interpret it more broadly, the Council would be complying.

Councilmember Specht commented that he fully respects the concerns people have and noted that allowing remote attendance seems to be a good solution for those that feel more at risk, or uncomfortable attending in person. He referenced the language "when performing" noting that the Council could be considered performing a task. He stated that he would not see the Plexiglas accomplishing much as he believes that is more a matter of show rather than adequate protection.

Planning Commissioner VanScoy stated that he received an email from the State related to temporary removal of masks and received confirmation that the email was shared with the Council prior to the meeting.

Councilmember Menth commented that it would seem the statement in the email is clear.

Councilmember Riley commented that the statement in the email is a statement of what someone would like the language to state but it is not in the in Executive Order.

City Attorney Langel stated that the email can certainly be read in a fashion consistent with the Executive Order that a mask must be worn inside unless speaking and only when six feet away from others. He stated that is certainly consistent with the Executive Order under conservative interpretation. He stated that he would expect members of the public to follow that direction, they should wear their mask when seated and/or when walking to the podium but can remove their mask when speaking at the podium. He stated that it is not that the interpretation is wrong, it is one interpretation of testifying/speaking for the Council. He stated that he has seen Council meetings in other cities where Councilmembers do not wear masks the entire time and also others where the Council wears their masks the entire time.

Mayor LeTourneau stated that he would like to show up as an individual that is doing as much as they can to help control what the virus is doing and how it impacts people's lives. He stated that he would prefer taking a more conservative approach to how this is interpreted and to allow people to feel safe and comfortable with attending meetings.

Councilmember Musgrove stated that she believes the current interpretation of the Executive Order to be sufficient. She stated that if people really wanted to protect themselves from a virus, they would need hazmat suits. She commented that viruses are around and moving all the time, whether a mask is worn or not. She commented that continuously touching a mask contaminates it further. She believed that social distancing and hand washing are more important measures and members can remove their masks once seated at the dais.

Councilmember Specht respected the 35 years of experience Musgrove has within the medical field and believes that the Council meets the mandates and does not need to wear masks when seated at the dais.

Councilmember Kuzma stated that he is elected by the residents of his Ward and the Council are leaders in the community, therefore he supports wearing masks unless speaking.

Councilmember Riley commented that many changes have been implemented to keep people safe and does not believe additional changes are needed.

Councilmember Menth commented that it is extremely frustrating that they listen to legal experts and still do not have an answer. He stated that no one takes things seriously until it impacts them or someone near them. He stated that if the Council is going to be leaders, they should wear the masks unless speaking.

Charter Commissioner Benson commented that he believes the safety measures implemented already are sufficient. He asked the consequences that would be proposed, whether there would be a further mandate or consequence for those not wearing their mask at the dais. He stated that he does not believe the definition of leader equates to creating the maximum level of control over others.

Mayor LeTourneau stated that he does not hear that desire from the Council to enforce consequences.

City Attorney Langel stated that any violation of an Executive Order would be a misdemeanor. He stated that if a member of the public attended a meeting and did not wear a mask, the first step would be education and a request to wear a mask. He stated that if the member of the public refused to wear the mask, they could be asked to leave. He stated that when you get back to the issue of elected officials, it comes back to the interpretation of "testifying or speaking" and whether that falls into the exemption.

Mayor LeTourneau asked if the Council would like to change the way it interprets the language or become more punitive. It was the consensus of the Council to continue to interpret that language the same and focus on education.

Planning Chairperson Bauer stated that people brought in additional chairs for the Planning Commission public hearing, which then violates the capacity of the Chambers. He stated that he told people that they could not bring in additional chairs but asked what could be done in that situation.

Mayor LeTourneau commented that a member of staff or the police department could then provide additional assistance in explaining the protocols for the Chambers. He noted that additional members of the public could wait in the lobby until their time to speak and follow that process.

City Administrator Ulrich stated that practices will be continued as is and individual members of the Council and Commissions can choose to wear their masks as they see fit.

2.03: Discuss Council Committee Appointments due to the Ward 1 Vacancy

City Administrator reviewed the staff report.

Councilmember Specht commented that he would be willing to serve on the Joint Law Enforcement and Highway 10 groups.

Councilmember Kuzma commented that he is willing to serve as the primary for the Fire Board. He stated that he would be interested in taking the Highway 10 assignment.

Mayor LeTourneau commented that Councilmember Kuzma is standing in line for the potential Mayor position. He stated that he feels that it would be important for Councilmember Kuzma to be in that role as it is an important position of representation to the Highway 10 group.

Councilmember Riley commented that these appointments would only be through the end of the year as appointments are reviewed annually.

Councilmember Musgrove commented that she would be willing to serve as the Park and Recreation Commission Liaison through the end of this year.

Mayor LeTourneau asked if Councilmember Specht would be interested in serving on the Joint Law Enforcement group and allowing Councilmember Kuzma to serve on the Highway 10 group.

Councilmember Specht stated that he would be interested in serving on the Highway 10 group as well but would support the consensus of the Council.

It was the consensus of the Council that Councilmember Musgrove to serve as the Park and Recreation Commission Liaison, Councilmember Specht to serve on the Joint Law Enforcement group, Councilmember Kuzma to serve on the Highway 10 group, Councilmember Kuzma would serve on the Fire Board, and Councilmember Menth as the Youth First alternate.

City Administrator Ulrich noted that formal approval of the appointments will appear on a future Consent Agenda for adoption.

2.04: Discuss 2020 Citizen Survey

City Administrator Ulrich asked if there is consensus on whether the question related to the franchise fees should be included on the citizen survey.

It was the consensus of the Council that the franchise fee question should be removed from the survey.

Mayor LeTourneau noted that perhaps it would be helpful to review the entire document at a future worksession.

3. TOPICS FOR FUTURE DISCUSSION

3.01: Review Future Topics/ Calendar

Noted.

4. MAYOR / COUNCIL / STAFF INPUT

None.

5. ADJOURNMENT

The Work Session of the City Council was adjourned at 6:53 p.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Katie M. Schmidt
Administrative Assistant

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

TABLE OF CONTENTS

1. CALL TO ORDER 2
2. PRESENTATION 2
2.01: Proclamation Declaring October 2020 as Domestic Violence Awareness Month 2
3. CITIZEN INPUT 3
4. APPROVE AGENDA 3
5. CONSENT AGENDA 3
6. PUBLIC HEARING 4
6.01: Public Hearing – Adopt Resolution #20-201 Adopting Assessments for Past-Due Charges on Municipal Utility Bills and Current Services Rendered 4
7. COUNCIL BUSINESS 6
7.01: Adopt Resolution #20-202 Adopting Proposed 2021 Payable Tax Levies (General, EDA and Debt Service) and Schedule Public Hearing for December 8, 2020; Adopt Resolution #20-203 Adopting Proposed 2021 General Fund Budget and Resolution #20-204 Adopting Proposed 2021 EDA Budget 6
7.02: Adopt Resolution #20-205 Approving Final Plat and Development Agreement for Hampton Townhomes (formerly Odyssey Homes); Case of Platinum Land LLC 7
7.03: Adopt Resolution #20-218 Approving Settlement Offer for Water and Sewer Cost Contribution and Reimbursement Agreement; Case of 21st Century Bank 11
7.04: Adopt Resolution #20-220 Modifying CARES Act Small Business Grant Program to Allow for Additional Grant Awards 12
7.05: Adopt Resolution #20-212 Approving Final Plat and Development Agreement for Preserve at Northfork; Case of Preserve at Northfork, LLC 12
7.06: Receive Update on Highway 10/169 Planning, Design and Funding Efforts 13
8. MAYOR, COUNCIL AND STAFF INPUT 13
9. ADJOURNMENT 14

CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey City Council conducted a regular meeting on Tuesday, September 22, 2020, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor John LeTourneau
Councilmember Mark Kuzma
Councilmember Jeff Menth
Councilmember Debra Musgrove
Councilmember Chris Riley
Councilmember Dan Specht

Members Absent: None

Also Present: City Administrator Kurtis Ulrich
Finance Director Diana Lund
Police Captain Timothy Frankfurth
Public Works Superintendent Grant Riemer
Deputy City Administrator Timothy Gladhill
City Engineer Bruce Westby

1. CALL TO ORDER

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

2. PRESENTATION

2.01: Proclamation Declaring October 2020 as *Domestic Violence Awareness Month*

Mayor LeTourneau stated that at the request of the Alexandra House and the Purple Lights Initiative, the City Council will consider a resolution on its Consent Agenda proclaiming October 2020 Domestic Violence Awareness Month. He read aloud the proposed proclamation. He noted that the City will be lighting portions of the City Municipal Center with purple lights to help raise awareness of October as Domestic Violence Awareness Month.

Tina Bronson, Alexandra House, thanked the Council. She stated that it may seem like a small thing to proclaim October as Domestic Violence Awareness month, but it identifies another partnership the organization has made. She stated that while there has been progress in making people more aware of domestic awareness, it needs to continue. She stated that in July and August there was a 45 percent increase in the number of requests for orders of protection, and from this time last year a 145 percent increase in requests for orders of protection. She stated that they have received over 2,500 individual requests for service from Alexandra House in the

past year, including 105 Ramsey residents. She thanked Ramsey for agreeing to light its buildings in purple. She stated that residents can also request a yard sign from the Alexandra House in order to support the cause and increase awareness. She encouraged residents to light their homes up with purple lights, which can also be requested on their website.

Mayor LeTourneau thanked Ms. Bronson for the work her organization does to spread awareness about domestic violence and to provide assistance to those in the community.

3. CITIZEN INPUT

Randy Bauer, 14942 Quintana St NW, stated that he understands that Ramsey and Armstrong Boulevard are both County roads, but the City is responsible for the stoplights. He noted that there are flashing yellow lights for turning vehicles at most intersections in Ramsey which the exception of Sunwood and Ramsey Boulevards. He commented that he frequently ends up waiting a long time to turn with no other traffic moving in the other direction. He commented that it would be much more efficient to have flashing yellows at all the intersections all of the time, noting that Ramsey does not have heavy rush hour traffic which should prevent that action during those times. He asked the City to look into making those adjustments.

Councilmember Musgrove stated that she agrees with the comment of Mr. Bauer and believes that those intersections would be better controlled with flashing yellow arrows.

4. APPROVE AGENDA

Motion by Councilmember Kuzma, seconded by Councilmember Menth, to approve the agenda as presented.

Motion carried. Voting Yes: Mayor LeTourneau, Councilmembers Kuzma, Menth, Musgrove, Riley, and Specht. Voting No: None.

5. CONSENT AGENDA

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

5.01: Receive Cash and Investments for Period Ending August 31, 2020
5.02: Receive August 2020 Financial Reports – General Fund and Enterprise Funds
5.03: Note the Following Boards, Commissions, and Committee Meeting Minutes:
- Park and Recreation Commission Meeting Minutes dated July 9, 2020
- Planning Commission Meeting Minutes dated August 6, 2020
- Economic Development Authority Meeting Minutes dated August 13, 2020
- Public Works Committee Meeting Minutes dated August 18, 2020

5.04: Approve the following Meeting Minutes:
1) City Council Work Session dated September 8, 2020
2) City Council Regular dated September 8, 2020

5.05: Approve Rental Licenses

5.06: Adopt Resolution #20-209 Approving Cash Disbursements Made and Authorizing Payment Invoicing Received During the Period of September 3, 2020 through September 16, 2020
5.07: Adopt Resolution #20-144 Approving Change Order #1 for The COR Infiltration Basin, Improvement Project #18-09
5.08: Adopt Resolution #20-210 Establishing Procedures Related to Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code (Bonding for Construction of Public Works Campus)
5.09: Adopt Resolution #20-184 Proclaiming October 2020 Domestic Violence Awareness Month
5.10: Adopt Resolution #20-187 Approving Preliminary Plat for Ramsey Villas North, Case of River's Bend Holdings, LLC (Project 20-117)
5.11: Adopt Resolution #20-190 Approving a Conditional Use Permit (CUP) for a Religious Institution, Connections Church (Project 20-125)
5.12: Adopt Resolution #20-199 Approving an Amended and Restated Development Agreement Between the City of Ramsey and Rum River Prairie, LLC
5.13: Adopt Resolution #20-200 Authorizing Final Payment to Allied Blacktop Company for Improvement Project #20-00, 2020 Crack Sealing Improvements
5.14: Adopt Resolution #20-206 Authorizing Final Payment to JL Theis, Inc. for Improvement Project #19-06, Ramsey Town Center 9th Addition Pond Lining Improvements
5.15: Adopt Resolution #20-207 Authorizing Partial Payment #2 to Park Construction Company for Improvement Project #20-01, Variolite Street Reconstruction
5.16: Adopt Resolution #20-208 Authorizing Partial Payment #1 to Douglas-Kerr Underground, LLC for Improvement Project #20-04, Puma Street Improvements
5.17: Adopt Resolution #20-211 Approving Purchase Agreement for Part of Outlot GG, Ramsey Town Center Addition; Case of Java Properties (Portions may be closed to the public)
5.18: Adopt Resolution #20-213 Accepting Quotes and Awarding Contract for 16660 Jasper Street Drainage Improvements, Improvement Project #19-13
5.19: Adopt Resolution #20-214 Accepting Quotes and Awarding Contract for 5751 164th Lane Drainage Improvements, Improvement Project #19-17
5.20: Adopt Resolution #20-215 Accepting Quotes and Awarding Contract for 9591 Inverness Lane Drainage Improvements, Improvement Project #20-08
5.21: Adopt Resolution #20-216 Back-Filling a Vacant Regular Part-Time Building Maintenance Worker Position
5.22: Adopt Resolution #20-217 to Hire a Part-Time Building Inspections Administrative Assistant
5.23: Adopt Resolution #20-221 Appointing Election Judges for the General Election on November 3, 2020

Motion carried. Voting Yes: Mayor LeTourneau, Councilmembers Riley, Kuzma, Menth, Musgrove, and Specht. Voting No: None.

6. PUBLIC HEARING

6.01: Public Hearing – Adopt Resolution #20-201 Adopting Assessments for Past-Due Charges on Municipal Utility Bills and Current Services Rendered

Presentation

Finance Director Lund reviewed the staff report and recommendation to adopt Resolution #20-201 adopting assessments for past-due charges on municipal utility bills (which may include water, sewer, street lighting, recycling, storm water charges, and penalties incurred) and current services rendered.

Councilmember Menth asked if there are fewer cases of delinquency this year compared to last year.

Finance Director Lund confirmed that to be true.

Councilmember Musgrove asked if it is a City or County policy that delinquent charges remain with the property.

Finance Director Lund replied that is a State statute.

Public Hearing

Mayor LeTourneau called the public hearing to order at 7:16 p.m.

Citizen Input

Councilmember Kuzma stated if CARES Act funds could be used to bring relief to residents that may be experiencing hardship.

Finance Director Lund replied that CARES Act funds cannot be used to make up for revenue.

Motion by Councilmember Kuzma, seconded by Councilmember Musgrove, to close the public hearing.

Motion carried. Voting Yes: Mayor LeTourneau, Councilmembers Kuzma, Musgrove, Menth, Riley, and Specht. Voting No: None.

The public hearing was closed at 7:17 p.m.

Council Business

Motion by Councilmember Riley, seconded by Councilmember Kuzma, to Adopt Resolution #20-201 Adopting Assessments for Past-Due Charges on Municipal Utility Bills (which may include water, sewer, street lighting, recycling, storm water charges and penalties incurred) and Current Services Rendered.

Motion carried. Voting Yes: Mayor LeTourneau, Councilmembers Riley, Kuzma, Menth, Musgrove, and Specht. Voting No: None.

7. COUNCIL BUSINESS

7.01: Adopt Resolution #20-202 Adopting Proposed 2021 Payable Tax Levies (General, EDA and Debt Service) and Schedule Public Hearing for December 8, 2020; Adopt Resolution #20-203 Adopting Proposed 2021 General Fund Budget and Resolution #20-204 Adopting Proposed 2021 EDA Budget

Finance Director Lund reviewed the staff report and stated that based on the consensus of the City Council at its worksession of September 8, 2020, it is recommended to authorize the preliminary levy in the amount of $13,133,676 with the possibility of reduction prior to City Council adoption of the final levy on December 8, 2020 and to schedule the City of Ramsey's budget/levy public meeting on Tuesday, December 8, 2020 at 7:00 p.m.

Councilmember Musgrove stated that Elk River is not included in the comparison of cities and asked why.

Finance Director Lund replied that Elk River is in another County and the list only included cities within Anoka County.

Councilmember Musgrove stated that the franchise fee was not included, recognizing that it is not included in the property taxes but asked if that could be included to show the taxing Ramsey is doing to its citizens.

Finance Director Lund replied that comparison was between 2019 and 2020. She stated that when she brings forward the final figures in December, she will include the franchise fees.

Councilmember Musgrove asked for details on the green line that remains constant for public safety.

Finance Director Lund stated that the green line should be ignored, and the focus instead should be on the percentage of change.

Councilmember Musgrove thanked the EDA, noting that is a huge savings while still continuing to support the community.

Councilmember Specht thanked City staff for their hard work on the budget. He stated that staff has done a good job of lowering amounts in order to meet the direction of the Council. He stated that he agrees that this is a good preliminary budget and would like to continue to discuss this topic in the coming months.

Councilmember Riley commented that he appreciates the ability of staff being able to meet the request of the Council not just once, but twice. He stated that there are a few large items that standout including payroll increases and the public works debt. He stated that he focuses on the levy, as those are the taxes collected. He noted that the budget is different because it includes revenues coming in and purchases going out, noting the purchase of a new fire truck. He stated that he supports this budget.

Motion by Councilmember Riley, seconded by Councilmember Menth to Adopt Resolution #20-202 Approving the Proposed 2020, Payable 2021 Tax Levy and Schedule the City of Ramsey's budget/levy Public Meeting on Tuesday, December 8, 2020 at 7:00 p.m. and Adopt Resolution #20-203 Adopting Proposed 2021 General Fund Budget and Resolution #20-204 Adopting Proposed 2021 EDA Budget.

Further discussion: Mayor LeTourneau asked staff to provide more details on how the levy is being maintained with the City's growth. Finance Director Lund provided additional explanation. Mayor LeTourneau confirmed that the City is growing more than it is taxing. Councilmember Musgrove stated that she appreciates the work City staff has done thus far and would like to see more, therefore she will not be supporting this in order to see additional savings. Mayor LeTourneau explained that once adopted the preliminary budget cannot be increased but can continue to be decreased.

Motion carried. Voting Yes: Mayor LeTourneau, Councilmembers Riley, Menth, Kuzma, and Specht. Voting No: Councilmember Musgrove.

Mayor LeTourneau thanked everyone for the hard work that continues to be put into the budget process and discussions.

7.02: Adopt Resolution #20-205 Approving Final Plat and Development Agreement for Hampton Townhomes (formerly Odyssey Homes); Case of Platinum Land LLC

Deputy City Administrator Gladhill reviewed the staff report and recommendation from the Planning Commission to approve this project. The City Council approved the Preliminary Plat for this project and the contingencies of that approval have been addressed. This is the final step in the platting process.

Mayor LeTourneau offered an opportunity for residents to speak.

Chad Lindgren, 5561 154th Circle NW, stated that he is happy to see that the turn lane has made it into the final plat. He stated that his neighbor was involved in the recent accident, which was severe. He stated that the timing of the turn lane will be a key component as work begins at that site and vehicle traffic may slow down to look at that activity. He hoped that the turn lane would be done in the beginning and not at the end, in order to provide safety to the resident that live in that area. He asked what the construction hours would be and how long construction would take on the project. He also asked where parking would occur for the construction vehicles. He stated that he will also provide a list from another neighbor to staff. He hoped that Helium would not be used for construction access onto the site.

Deputy City Administrator Gladhill stated that the turn lane is a required improvement and needs to be completed prior to occupation of the homes. He recognized that it is a priority but noted that it will still need to go through the County review process because it is a County road. He stated that as they work through construction staging, they will address the timing of the turn lane as well. He reviewed the standard hours of operation for construction, 7:00 a.m. to 10:00 p.m.

Monday through Friday. He stated that the same hours could apply on Saturdays with staff approval and work on Sundays would require City Council approval. He stated that the construction of the homes will be driven by the market and expected 26 units to take more than one year and could take several years. He stated that the full plan set includes a tree preservation and landscaping plan. He stated that while there are some areas of tree removal, there are also areas where trees will be saved and others where trees will be planted. He stated that there will be parking on 146th in early stages of construction as there is no way to avoid that during grading. He stated that as they progress and once those vehicles can park safely, the parking should be internal. He stated that construction traffic will use 146th. He stated that staff will do its best to encourage the contractors not to use Helium. He noted that typically the prime contractor does a good job and reminders need to be given to the later subcontractors. He confirmed that this is the last opportunity for the public to provide comments on this project.

Councilmember Menth asked and received confirmation of the construction hours of operation. He asked if it is typical to not allow construction activity on Sundays.

Deputy City Administrator Gladhill explained that applies to non-owner-occupied projects. He stated that staff is not going to stop someone from doing construction work on their own home on Sundays.

Councilmember Kuzma asked if the City portion of $58,096 is equal to 30 percent of the engineer's estimate.

Deputy City Administrator Gladhill confirmed that to be true.

Councilmember Musgrove asked if the $58,096 would come from the City PIR fund. She asked if the HRA funds could be used.

Deputy City Administrator Gladhill replied that the City could go to the HRA funds but the PIR fund is for a variety of public improvements. He noted that staff could explore that possibility if desired. He noted that many of the HRA dollars are encumbered for Puma Street and Riverdale Drive.

Councilmember Musgrove stated that she does not feel comfortable with resident street funds being used towards something that should be a developer cost. She stated that she would prefer that cost to be bore from the HRA fund and noted that she would not want to see the City's portion increase above 30 percent. She asked if Helium Street was reconstructed in 2019.

Deputy City Administrator Gladhill stated that he does not have that answer.

Councilmember Musgrove noted that the road was improved in 2018 or 2019 and therefore would not want to see construction traffic on that roadway. She asked if 146th was also improved at that time.

City Engineer Westby replied that the improvements were completed in 2019 and included 146th.

Councilmember Musgrove stated that she would be concerned with the construction traffic impacting the value of that recently improved roadway. She stated that the County originally provided four turn lane recommendations, which has been reduced to one turn lane. She believed that this project would do better with two turn lanes.

Deputy City Administrator Gladhill stated that staff will work with the developer and can place signage directing construction traffic and detouring construction traffic from using Helium. He noted that the City holds a letter of credit that can be tied to any damage to public roads from construction. He referenced the future corridor study for CR 5, noting that the County Engineer has been looking to budget funds for the study. He noted that once the study is done it would include an implementation plan. He stated that this project has been platted to provide the necessary right-of-way that may be needed for future improvements. He noted that staff will continue to work on planning level layouts with Anoka County.

Mayor LeTourneau stated that he is unsure of the concern related to the PIR fund and asked staff to explain the purpose of the PIR fund.

Deputy City Administrator explained that the PIR fund is used for a variety of public improvements, including roads, and provided examples of how the fund has been used in the past. He stated that this is a legitimate use of the PIR fund as the turn lane has a broader improvement than for only this project. He noted that the Planning Commission encouraged this improvement but recommended that the City have a cost-share. He explained that for this amount, staff believed that the internal funding would be the best option, saving the County HRA for the larger Puma Street and Riverdale Drive improvements.

Mayor LeTourneau stated that Councilmember Musgrove made the comment that the PIR fund is used to maintain streets, which is not the sole purpose of the fund. He stated that the road maintenance program has a different funding source.

Councilmember Musgrove stated that in her opinion the HRA funds would be more appropriate because this is a County road, whereas the PIR fund should be used for City roads.

Mayor LeTourneau commented that it would be an appropriate use of either fund.

Councilmember Specht asked for details on the HRA fund.

Deputy City Administrator Gladhill explained that the County has a Housing and Redevelopment Authority, which has a levy for housing and redevelopment purposes. He stated that Ramsey residents were levied for the Savannah Oaks Senior project, which has created a fund balance for housing and redevelopment projects. He stated that the City does have to request the funds and explained how those funds have been used in the past.

Councilmember Specht stated that it would makes sense to utilize the HRA funds if available. He commented that he would not like to see the City's cost-share exceed 30 percent.

Councilmember Menth asked if there is any appetite on the Council to suggest not providing funds towards the turn lane.

Councilmember Musgrove stated that she would agree with that but noted that during the last session the consensus was to contribute. She stated that traditionally road improvements are a developer cost.

Deputy City Administrator Gladhill stated that there was discussion and consensus to use 30 percent as a guide for the City cost-share. He stated that this project by itself, 26 individual lots, would not sustain a $200,000 turn lane improvement on its own. He stated that it would be difficult for any residential project to sustain that. He stated that the demand for the turn lane is not just because of this project but because of the existing traffic on the roadway. He stated that without this project, the City would need to bear a larger portion of the cost in order to bring the improvement forward. He stated that staff and the Planning Commission feel strongly that there be a cost-share because the demand for this improvement is not solely based on the demand from this project.

Planning Commission Chairperson Bauer stated that the Planning Commission had strong feelings that the turn lane is needed. He noted that he previously lived north of that intersection for 13 years and he would frequently be traveling north on Nowthen and would have to stop and wait to turn with vehicles stacking behind him and others bypassing on the shoulder. He stated that there was also recently an accident at that location. He noted that this is an existing problem now, regardless of this development. He felt that the City should have a role in that turn lane. He stated that to put the burden on the developer to solve a problem that already exists would not be fair to the developer.

Councilmember Kuzma stated that there is a safety concern, especially with the recent accident and therefore supports the 30 percent cost-share.

Councilmember Riley stated that he supports the comments of Chairperson Bauer that this is an existing problem and believes that 30 percent would be an excellent cost-share.

Councilmember Musgrove asked staff for details on who pays the cost for Saturday construction, specifically whether there is a staff cost.

Deputy City Administrator Gladhill stated that there would not be a cost for Saturday construction unless inspections are needed on that day. He stated that if an inspection is needed on a Saturday, that weekend inspection fee would be paid by the developer.

Motion by Councilmember Menth, seconded by Councilmember Kuzma, to Adopt Resolution #20-205 Approving Final Plat and Development Agreement for Hampton Townhomes.

Further discussion: Councilmember Specht stated that he now recalls the previous discussion on this topic and asked if the 30 percent cost-share would be acceptable by the developer. Jason Bebo, developer, stated that without doing the math he does not see the project being feasible at that rate. Councilmember Specht asked what the developer would believe to be feasible for a cost-share.

Mr. Bebo replied that he would find a 50 percent cost-share feasible. Councilmember Musgrove asked what would happen if this is approved and the developer than feels that he cannot do the project, specifically whether there is a purpose to the vote if the developer does not feel this could go forward. Deputy City Administrator Gladhill replied that the City is still under the 60-day review timeline and if no action is taken, the request would automatically receive approval under the original request of the developer. He recommended that the Council take action on the motion as proposed. He stated that the developer will run a better proforma as these numbers are based on the engineer's estimate. He noted that if the cost-share does not work, the development agreement can be amended in the future if desired.

Motion carried. Voting Yes: Mayor LeTourneau, Councilmembers Menth, Kuzma, Riley, and Specht. Voting No: Councilmember Musgrove.

7.03: Adopt Resolution #20-218 Approving Settlement Offer for Water and Sewer Cost Contribution and Reimbursement Agreement; Case of 21st Century Bank

Deputy City Administrator Gladhill reviewed the staff report and recommendation from the Public Works Committee to approve the settlement agreement. Staff acknowledges that there is some risk in accepting this offer. It is possible that there are no fees to reimburse 21st Century Bank due to lack of development between now and 2026, although that is unlikely. Staff believes the risk tolerance is low of having a higher reimbursement amount by waiting to see if the Harmony Farms area develops after 2026. It is more likely that the level of development that will occur will result in a reimbursement amount higher than the current settlement amount. Additionally, the settlement amount itself appears to be fairly low. While there is some risk involved, staff believes this to be a fair offer and take a potentially significant liability off the books.

Councilmember Musgrove asked for details on the trunk fees.

Deputy City Administrator Gladhill stated that there is a lot that goes into the trunk fee formula and provided details on the settlement calculation. He noted that there have been other variables than just the trunk fee in the overall project.

Councilmember Riley stated that in his history on the Council he is all too often disappointed in agreements of the past. He stated that this would be the opposite, explaining that years ago the City did not see the benefit in extended the water and sewer lines further than needed and came to the agreement that the bank could do that and reimburse the bank with those funds collected. He stated that if nothing is done the City would neither gain nor lose, but if the future obligation is bought out, the City is able to recoup the trunk fees collected in the future. He stated that the settlement paid will not be a loss, but more of an issue of timing on when those funds will be collected.

Motion by Councilmember Riley, seconded by Councilmember Musgrove, to Adopt Resolution #20-218 Approving Settlement Agreement with 21st Century Bank Related to Brookfield Watermain and Sanitary Sewer Cost Contribution/Reimbursement Agreement in an amount not to exceed $70,000.

Motion carried. Voting Yes: Mayor LeTourneau, Councilmembers Riley, Musgrove, Kuzma, Menth, and Specht. Voting No: None.

7.04: Adopt Resolution #20-220 Modifying CARES Act Small Business Grant Program to Allow for Additional Grant Awards

Deputy City Administrator Gladhill reviewed the staff report and recommendation to allocate an additional $115,000 in CARES Act Funds to ensure that all eligible applicants in the City of Ramsey Small Business Relief Grant Program can be funded. Any funds that are not used will be reallocated to eligible City COVID-19 related expenses.

Councilmember Musgrove commented that this is a great idea and shows that Ramsey businesses are still in need of support.

Motion by Councilmember Musgrove, seconded by Councilmember Specht, to Adopt Resolution #20-220 Modifying Cares Act Small Business Grant Program to Allow For Additional Grant Awards.

Further discussion: Councilmember Riley stated that he fully supports this as a member of the EDA and Council. He stated that it is important for the City to help as many small businesses as possible. Mayor LeTourneau echoed those comments.

Motion carried. Voting Yes: Mayor LeTourneau, Councilmembers Musgrove, Specht, Kuzma, Menth, and Riley. Voting No: None.

7.05: Adopt Resolution #20-212 Approving Final Plat and Development Agreement for Preserve at Northfork; Case of Preserve at Northfork, LLC

Deputy City Administrator Gladhill reviewed the staff report and recommendation to adopt Resolution #20-212 approving the Final Plat and Development Agreement for Preserve at Northfork.

Mayor LeTourneau noted that this project has been before the Council several times.

Councilmember Kuzma asked if the trunk line would be supplied from the neighboring property.

Deputy City Administrator Gladhill confirmed that to be true.

Councilmember Menth commented that he thought that trunk line was a trail.

Deputy City Administrator Gladhill replied that the trunk line will be picked up in that location and once those are installed, an underground trail will be constructed.

Motion by Councilmember Menth, seconded by Councilmember Kuzma, to Adopt Resolution #20-212 Approving Final Plat and Development Agreement for the Preserve at Northfork.

Further discussion: Councilmember Riley stated that he has been consistently opposed to this request because of the mix of lots and will continue to do so.

Motion carried. Voting Yes: Mayor LeTourneau, Councilmembers Menth, Kuzma, Musgrove, and Specht. Voting No: Councilmember Riley.

7.06: Receive Update on Highway 10/169 Planning, Design and Funding Efforts

Deputy City Administrator Gladhill reviewed the staff report and provided an update on current planning and design efforts for Highway 10.

City Engineer Westby stated that they are in the early stages of the design process which will take them through a good portion of 2023. He stated that they have been doing data collection and holding monthly team management meetings.

Councilmember Musgrove asked if additional funds have been received.

Deputy City Administrator Gladhill reviewed the funds that have been received thus far and additional applications that have been submitted. He stated that Anoka received $15,000,000 to add to their project in order to raise the Rum River Bridge as part of their Highway 10 project.

Councilmember Specht asked if there is a final decision on what the interchanges will look like for Ramsey Boulevard and Sunfish Boulevard.

Deputy City Administrator Gladhill stated that there were some open ended elements still being worked on such as intersection treatments. He noted that the overall concept has been developed and now this will go into more detail with traffic control and frontage roads.

Councilmember Specht asked for details on how the Connections Church site will interplay with the intersection.

Deputy City Administrator Gladhill confirmed that Connections Church will be accounted for, although it may look different. He stated that the additional refinement will be presented to the public at the public meeting in December.

Councilmember Kuzma stated that most of the talk has been about Ramsey and Sunfish and their interchanges. He asked if additional work has been done on Alpine and Jarvis.

Deputy City Administrator Gladhill stated that Elk River is just starting a similar study picking up from Jarvis and heading north, noting that Ramsey will be a participant in that study.

8. MAYOR, COUNCIL AND STAFF INPUT

City Administrator Ulrich announced upcoming meetings and events.

Councilmember Musgrove thanked Chairperson Bauer for staying for the entire meeting.

9. ADJOURNMENT

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

Motion carried.

The regular meeting of the City Council adjourned at 9:02 p.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Katie M. Schmidt
Administrative Assistant

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

A recording of this meeting is available for viewing online at www.qctv.org <http://www.qctv.org>. Recordings are available for 36 months after the date of the meeting.

CC Regular Session **5. 4.**

Meeting Date: 10/13/2020

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 2020.

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.

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
Tim Gladhill	Tim Gladhill	10/07/2020 05:25 PM
Kurt Ulrich	Kurt Ulrich	10/08/2020 01:31 PM
Form Started By: JoAnn Shaw		Started On: 09/24/2020 09:18 AM
Final Approval Date: 10/08/2020		

Report Name: License Report - License Types
Council Dates: 10/13/2020 to 10/13/2020
Status: Active, Inactive
License Type(s): Multi-Family Rental, Rental

City of Ramsey
License Report - License Types

Printed: 10/7/2020

Company	Applicant	Location	Complex	Exp. Date	Council Date	Status
Rental						
Karen Kozer		7072 139th Ave NW		10/10/2023	10/13/2020	A
R. Ben Lapinski		6066 146th Ave NW		10/10/2023	10/13/2020	A
Carrie Kieffer		7352 147th La NW		6/13/2023	10/13/2020	A
Karen M Turbett		5440 149th La NW		9/26/2023	10/13/2020	A
Skew Properties, Inc.		5635 154th Ct NW		10/10/2023	10/13/2020	A
Matthew Tjosaas		5694 154th Ct NW		10/24/2023	10/13/2020	A
Skew Properties, Inc.		5695 154th Ct NW		10/10/2023	10/13/2020	A
Skew Properties, Inc.		5617 154th La NW		10/10/2023	10/13/2020	A
Sonshine Properties, Inc		5621 154th La NW		10/10/2023	10/13/2020	A
Sonshine Properties, Inc		5657 154th La NW		10/10/2023	10/13/2020	A
Skew Properties, Inc.		5698 154th Xing NW		10/10/2023	10/13/2020	A
HPA US1, LLC		7063 168th Ave NW		10/10/2023	10/13/2020	A
Amy McCulloch		14661 Cobalt St NW #35		9/12/2023	10/13/2020	A
Monica King		14761 Cobalt St NW #19		9/26/2023	10/13/2020	A
Sue and Ward Wheeler		6200 Green Valley Rd NW		9/12/2023	10/13/2020	A
Heidi Rasmussen		15354 Iodine St NW		10/10/2023	10/13/2020	A
Skew Properties, Inc.		15368 Iodine St NW		10/10/2023	10/13/2020	A
David Anderson		15928 Jaspar St NW		9/12/2023	10/13/2020	A
Gary A and Marlene M Albrecht		16424 Okapi St NW		9/12/2023	10/13/2020	A
Connie Larson		14823 Olivine St NW		10/10/2023	10/13/2020	A
Steve and Marilyn Head		14643 Quartz Way NW		9/26/2023	10/13/2020	A
TM Investments, LLC	Tina Carpenter	14676 Quicksilver St NW		9/12/2023	10/13/2020	A
TM Investments, LLC	Tina Carpenter	14692 Quicksilver St NW		9/12/2023	10/13/2020	A
Andrea Radde		14643 Rhinestone Way NW		9/26/2023	10/13/2020	A
HPA US1, LLC		15395 Tungsten Way NW		10/10/2023	10/13/2020	A
Brett Radde		14210 Xenon St NW #12		9/26/2023	10/13/2020	A

Rental License Count: 26

Total Licenses: 26

CC Regular Session **5. 5.**

Meeting Date: 10/13/2020

By: Colleen Lasher, Administrative Services

Information

Title

Approve Request to Declare Surplus Property

Purpose/Background:

Staff is requesting Council declare the following property surplus and authorize sale/disposal of same:

The information is as follows:

2005 Ford F150 - #353
VIN # 1FTPW14525KB88556
Mileage 145,727

And,

2005 Chevrolet Silverado 2500 - #651
VIN # 1GCHK242X5E277561
Mileage 106,341

Both vehicles listed for surplus have been used by multiple departments and have outlasted their useful life and been replaced as part of the 2020 budget.

Funding Source:

N/A

Recommendation:

Staff recommends Council declare the above named vehicle and chairs as surplus and authorize sale/auction of same.

Action:

Motion to declare the following items as surplus and authorize sale/auction of same:
1) 2005 Ford F150 - #353, VIN # 1FTPW14525KB88556, Mileage 145,727; and 2005 Chevrolet Silverado 2500 - #651, VIN # 1GCHK242X5E277561, Mileage 106,341.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/08/2020 01:33 PM
Form Started By: Colleen Lasher		Started On: 09/30/2020 09:30 AM

Final Approval Date: 10/08/2020

CC Regular Session **5. 6.**

Meeting Date: 10/13/2020

By: Jackie Lipski, Finance

Information

Title

Adopt Resolution # 20-223 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of September 17, 2020 through October 7, 2020

Purpose/Background:

Adopt Resolution # 20-223 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of September 17, 2020 through October 7, 2020.

Recommendation:

Staff Recommends to Adopt Resolution # 20-223 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of September 17, 2020 through October 7, 2020.

Action:

Motion to Adopt Resolution # 20-223 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of September 17, 2020 through October 7, 2020.

Attachments

Bills List 10/13/2020

Resolution 10/13/2020

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	10/07/2020 10:52 AM
Kurt Ulrich	Kurt Ulrich	10/08/2020 02:08 PM
Form Started By: Jackie Lipski		Started On: 10/07/2020 10:28 AM
Final Approval Date: 10/08/2020		

CITY OF RAMSEY - FINANCE OFFICE Printed 10/7/2020

RAMSEY CITY COUNCIL MEETING

10/13/2020

BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Purchase Journal:	
Prepaids 9/17/2020-10/7/2020	725,798.07
Accounts Payable 9/17/2020-10/7/2020	184,858.77
Payroll 9/18/2020 and 10/2/2020	365,797.32

TOTAL SUBMITTED FOR APPROVAL THIS MEETING
(Invoices Available for Reviewal) **$ 1,276,454.16**

	APPROVED PREV. MTG	2020 Y.T.D.
DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:		
NET PAYROLL TOTAL	$ 177,469.90	$ 3,396,242.74
- CORRECTION TO PAYROLL		
PREPAIDS	208,795.69	6,391,256.28
- PREPAID ADJUSTMENTS		
WIRE TRANSFERS FOR DEBT SERVICE		2,616,128.35
- CORRECTION TO D.S.		
ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
- BILLS LIST SUBMITTED	360,051.87	5,153,512.23
ADD (DELETE) BILLS LIST SUBMITTED		
PAY ESTIMATE(S)	862,738.84	953,923.12
- CHECKS VOIDED	0.00	0.00
TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED	**$ 1,609,056.30**	**$ 18,511,062.72**

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
111252	9/17/2020		117640 ANOKA RAMSEY DENTAL						
		299.00	COVID AD REIMB 2020		103538	091420	9230.6246		MARKETING & PROMOTI
		299.00							
111253	9/17/2020		117893 AURELIO'S PIZZA						
		299.00	COVID AD REIMB 2020		103539	091420	9230.6246		MARKETING & PROMOTI
		299.00							
111254	9/17/2020		117639 BARNETT FAMILY DENTISTRY						
		299.00	COVID AD REIMB 2020		103540	091420	9230.6246		MARKETING & PROMOTI
		299.00							
111255	9/17/2020		117280 CENTRA HOMES						
		1,500.00	REF ERO ESC 7237 146TH AVE NW		103542	091720	9804.6433	00117205	REFUNDS
		1,500.00							
111256	9/17/2020		110734 CITY OF RAMSEY						
		110.00	704405679		103543	091620	9601.4651		WATER REVENUE
		110.00							
111257	9/17/2020		117896 FINAL CHOICE BUILDERS						
		5,000.00	REF LAND ESC 15930 ARMSTRONG		103544	091520	9252.1155.1		MANUAL-ACCOUNTS RE
		5,000.00							
111258	9/17/2020		100181 FIRST STATE TIRE RECYCLING INC						
		230.45	RECYCLE TIRES		103545	CU-34357	0311.6374		REFUSE/RECYCLING
		230.45							
111259	9/17/2020		114957 G S LAND LLC						
		50,000.00	REFUND SURETY		103546	114767	9804.6433	00114767	REFUNDS
		50,000.00							
111260	9/17/2020		117890 GIGI'S SALON AND SPA						
		299.00	COVID AD REIMB 2020		103547	091420	9230.6246		MARKETING & PROMOTI
		299.00							
111261	9/17/2020		117676 GLENN, IAN						
		338.00	REF WATER EFF GRANT PROGRAM		103548	09102020	9601.6436		WATER EFFICIENCY REB
		338.00							
111262	9/17/2020		117892 HAIR DESIGN BY JULIE						
		299.00	COVID AD REIMB 2020		103549	091420	9230.6246		MARKETING & PROMOTI
		299.00							
111263	9/17/2020		117895 LITKE, EUGENE AND MARY						
		1,500.00	REF ERO ESC 15930 ARMSTRONG		103550	091520	9804.6433	00116980	REFUNDS
		1,500.00							
111264	9/17/2020		101154 MCDUFF'S BAR AND GRILL						
		299.00	COVID AD REIMB 2020		103553	091420	9230.6246		MARKETING & PROMOTI
		299.00							
111265	9/17/2020		111999 MEADOW CREEK BUILDERS INC						
		1,500.00	REF ERO ESC 15212 JUNKITE CIR		103551	091720	9804.6433	00117662	REFUNDS
		1,500.00							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
111266	9/17/2020		111525 OFFICE OF THE SECRETARY OF STATE						Continued.
		120.00	RENEW NOTARY M. WEIDNER		103554	090920	0301.6451		MEMBERSHIP DUES
		120.00							
111267	9/17/2020		108182 PARENT CUSTOM HOMES LLC						
		7,000.00	REF DRIVE/LAND 9113 169TH AVE		103555	091520	9252.1155.1		MANUAL-ACCOUNTS RE(
		1,500.00	REF ERO ESC 9113 169TH AVE NW		103556	091520A	9804.6433	00117188	REFUNDS
		8,500.00							
111268	9/17/2020		100678 PETTY CASH						
		10.20	REIMBURSE PETTY CASH		103564	091620	0301.6322		POSTAGE
		4.60	REIMBURSE PETTY CASH		103564	091620	0111.6249		MISCELLANEOUS OPERA
		20.00	REIMBURSE PETTY CASH		103564	091620	0130.6451		MEMBERSHIP DUES
		25.35	REIMBURSE PETTY CASH		103564	091620	0211.6322		POSTAGE
		1.65	REIMBURSE PETTY CASH		103564	091620	0240.6322		POSTAGE
		1.10	REIMBURSE PETTY CASH		103564	091620	0191.6322		POSTAGE
		4.60	REIMBURSE PETTY CASH		103564	091620	9601.6322		POSTAGE
		15.40	REIMBURSE PETTY CASH		103564	091620	9804.6322	00117850	POSTAGE
		82.90							
111269	9/17/2020		117891 RUM RIVER CHIROPRACTIC						
		299.00	COVID AD REIMB 2020		103557	091420	9230.6246		MARKETING & PROMOTI
		299.00							
111270	9/17/2020		100972 RUM RIVER HILLS GOLF						
		299.00	COVID AD REIMB 2020		103558	091420	9230.6246		MARKETING & PROMOTI
		299.00							
111271	9/17/2020		115348 SENATE DISTRICT 35 REPUBLICANS						
		100.00	DAM DEP REFUND 6/24/2015		103559	091420	9804.1160		KEY & DAMAGE DEPOSIT
		100.00							
111272	9/17/2020		117894 THE LASH SALOON						
		299.00	COVID AD REIMB 2020		103560	091420	9230.6246		MARKETING & PROMOTI
		299.00							
111273	9/17/2020		100529 WENDELL'S INC						
		17.83	T. GLADHILL STAMP		103562	2494726	0191.6208		MISCELLANEOUS OFFICI
		17.83							
111302	9/24/2020		111377 ANOKA MUNICIPAL UTILITY						
		78.80	RAMSEY STREET LIGHTS		103593	22-990005-01 AUG 20	9603.6371		ELECTRIC UTILITIES
		140.01	CTY RD 116/HWY 47 SIGNAL		103594	22-613120-01 AUG 2020	0260.6371		ELECTRIC UTILITIES
		38.62	BUNKER LK/DYSPOSIUM SIGNAL		103595	22-612000-01 AUG 20	0260.6371		ELECTRIC UTILITIES
		49.98	14034 DYSPOSIUM ST LIGHT		103596	22-610280-00 AUG 20	9603.6371		ELECTRIC UTILITIES
		307.41							
111303	9/24/2020		107330 BIRCH HILL LODGES HOMEOWNERS						
		100.00	REF DAMAGE DEP 3/26/2018		103581	091720	9804.1160		KEY & DAMAGE DEPOSIT
		100.00							
111304	9/24/2020		100297 CENTERPOINT ENERGY						

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
111304	9/24/2020		100297 CENTERPOINT ENERGY						Continued.
		26.65	6701 HIGHWAY 10 NW		103585	6011580-5 SEPT 20	9410.6373	00041012	GAS
		1,129.52	7550 SUNWOOD DR		103603	6702493-5 AUG 2020	0194.6373		GAS
		1,156.17							
111305	9/24/2020		117280 CENTRA HOMES						
		1,500.00	REF ERO ESC 7655 147TH PL NW		103587	092420	9804.6433	00117126	REFUNDS
		1,500.00	REF ERO ESC 7639 147TH PL NW		103588	092420A	9804.6433	00117125	REFUNDS
		3,000.00							
111306	9/24/2020		100111 COMMERCIAL ASPHALT COMPANY						
		472.88	ASPHALT/TACK OIL		103597	200915	0311.6265		ASPHALT
		7.83-	DISCOUNT		103597	200915	0311.6265		ASPHALT
		465.05							
111307	9/24/2020		100116 CONNEXUS ENERGY						
		780.68	16300 ST FRANCIS BLVD		103598	444931-267449 AUG 2020	0452.6371		ELECTRIC UTILITIES
		780.68							
111308	9/24/2020		106583 DELTA DENTAL PLAN OF MINNESOTA						
		3,642.45	DENTAL INS OCT 2020		103604	RIS0003076117	9101.2170		DENTAL/DISABILITY/LIFE
		3,642.45							
111309	9/24/2020		104267 ELITE SANITATION						
		255.00	DRAW PRK- HANDICAP TOILET		103589	26633	0452.6489		OTHER CONTRACTED SE
		255.00							
111310	9/24/2020		116571 MARSHALL CONCRETE PRODUCTS INC						
		996.60	SIDEWALK CENTRAL PRK BUILD.		103599	369727	0892.6282		EMERGENCY SUPPLIES
		19.93-	DISCOUNT		103599	369727	0892.6282		EMERGENCY SUPPLIES
		976.67							
111311	9/24/2020		117588 MEDART- CPD						
		75.83	FILING GUIDE		103600	20-444911	0311.6249		MISCELLANEOUS OPERA
		.67-	DISCOUNT		103600	20-444911	0311.6249		MISCELLANEOUS OPERA
		75.16							
111312	9/24/2020		115154 NORTHERN STARZ CHILDREN'S THEATER						
		299.00	REFUND COVID AD 2020		103590	091820	9230.6246		MARKETING & PROMOTI
		299.00							
111313	9/24/2020		117913 RICHFIELD, CITY OF						
		40.00	PERMIT RI138591 PD IN ERROR		103586	092220	9101.4609		OTHER MISCELLANEOUS
		40.00							
111314	9/24/2020		116389 TEWS, KELLY						
		155.00	REF DEP ELMCREST 8/16/2020		103591	091720	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
111315	9/24/2020		117915 THINESEN, PAM						
		62.14	RE:BAT NET SHAWN ACRES PRK		103605	092320	0452.6249		MISCELLANEOUS OPERA
		62.14							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
111316	10/1/2020		114374 ACAPULCO MEXICAN RESTAURANT						Continued.
		299.00	REIMB COVID AD 2020		103685	092520	9230.6246		MARKETING & PROMOTI
		299.00							
111317	10/1/2020		117922 ADAM PRICE INC						
		1,500.00	REF ERO ESC 6149 RIVLYN AVE		103686	100120	9804.6433	00117597	REFUNDS
		1,500.00							
111318	10/1/2020		117583 ANYTIME FITNESS- RAMSEY						
		299.00	REIMB COVID AD 2020		103688	092520	9230.6246		MARKETING & PROMOTI
		299.00							
111319	10/1/2020		117923 BURNET TITLE						
		70.79	UB REF 15040 YAKIMA ST		103730	100120	9601.4651		WATER REVENUE
		70.79							
111320	10/1/2020		117923 BURNET TITLE						
		266.29	UB REF 7350 146TH AVE NW		103731	100120A	9601.4651		WATER REVENUE
		266.29							
111321	10/1/2020		100297 CENTERPOINT ENERGY						
		45.23	14515 E TOWN CENTER DR		103691	8782239-1 AUG 2020	9601.6373		GAS
		69.92	5650 ALPINE DR		103692	5961540-1 AUG 2020	0220.6373		GAS
		23.88	15050 ARMSTRONG BLVD		103693	5914352-9 AUG 2020	0220.6373		GAS
		42.67	PW MISC ACCOUNTS		103694	8000014064-2 AUG 2020	0311.6373		GAS
		64.58	PW MISC ACCOUNTS		103694	8000014064-2 AUG 2020	0452.6373		GAS
		14.22	PW MISC ACCOUNTS		103694	8000014064-2 AUG 2020	9601.6373		GAS
		14.22	PW MISC ACCOUNTS		103694	8000014064-2 AUG 2020	9602.6373		GAS
		14.22	PW MISC ACCOUNTS		103694	8000014064-2 AUG 2020	9605.6373		GAS
		288.94							
111322	10/1/2020		117280 CENTRA HOMES						
		1,500.00	REF ERO ESC 14645 OLIVINE TER		103695	100120	9804.6433	00117147	REFUNDS
		1,500.00	REF ESCROWS 14645 OLIVINE TER		103696	100120A	9252.1155.1		MANUAL-ACCOUNTS RE
		5,000.00	REF ESCROWS 14645 OLIVINE TER		103696	100120A	9252.1155.1		MANUAL-ACCOUNTS RE
		500.00	REF ESCROWS 14645 OLIVINE TER		103696	100120A	9252.1155.1		MANUAL-ACCOUNTS RE
		5,000.00	REF LAND ESC 7241 146TH AVE NW		103697	100120B	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REF ERO ESC 14653 OLIVINE TER		103698	100120C	9804.6433	00117632	REFUNDS
		1,500.00	REF ERO ESC 14649 OLIVINE TER		103699	100120D	9804.6433	00117630	REFUNDS
		1,500.00	REF ERO ESC 7241 146TH AVE NW		103700	100120E	9804.6433	00117075	REFUNDS
		1,500.00	REF ERO ESC 14657 OLIVINE TER		103701	100120F	9804.6433	00117631	REFUNDS
		19,500.00							
111323	10/1/2020		113795 CONCIERGE TITLE INC						
		48.91	UB REF 6780 GREEN VALLEY ROAD		103733	100120	9601.4651		WATER REVENUE
		48.91							
111324	10/1/2020		117924 CRANDALL, CODY						

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
111324	10/1/2020		117924 CRANDALL, CODY						Continued.
		117.48	UB REF 5664 154TH CT NW		103732	100120	9601.4651		WATER REVENUE
		117.48							
111325	10/1/2020		100870 EDINA REALTY TITLE						
		10.09	UB REF 15555 SODIUM WAY NW		103734	100120	9601.4651		WATER REVENUE
		72.02	UB REF 5840 158TH LANE		103735	100120A	9601.4651		WATER REVENUE
		355.75	UB REF 15782 NEON ST		103736	100120B	9601.4651		WATER REVENUE
		437.86							
111326	10/1/2020		104267 ELITE SANITATION						
		720.00	AUG/SEPT 2020 TOILET RENTAL		103702	26976	0452.6489		OTHER CONTRACTED SE
		720.00							
111327	10/1/2020		100169 EMERGENCY APPARATUS MAINTENANCE INC						
		646.71	WORK ON 556		103704	113089	0220.6257		OTHER VEHICLE PARTS
		646.71							
111328	10/1/2020		115035 EXECUTIVE TITLE NORTHWEST LLC						
		65.36	UB REF 6922 RIVERDALE DR		103738	100120	9601.4651		WATER REVENUE
		65.36							
111329	10/1/2020		111356 EXECUTIVE TITLE OF MN						
		502.10	UB REF 14826 GERMANIUM ST NW		103737	100120	9601.4651		WATER REVENUE
		502.10							
111330	10/1/2020		100179 FIRE FIGHTERS RELIEF ASSN						
		183,029.78	2020 FIRE STATE AID/CITY CONT		103705	093020	9101.4273		OTHER STATE GRANTS &
		15,931.00	2020 FIRE STATE AID/CITY CONT		103705	093020	0220.6104		PART TIME-WAGES & SAI
		6,285.00	2020 FIRE STATE AID/CITY CONT		103705	093020	9101.4327		SPECIAL FIRE PROTECTI
		205,245.78							
111331	10/1/2020		115574 HEALTHPARTNERS						
		59,212.50	OCT 2020 MEDICAL INS		103706	99803362	9101.2176		LIFE/HEALTH-EMPLOYEE
		59,212.50							
111332	10/1/2020		117920 JORGENSEN, GUY						
		200.00	WATER EFF GRANT PRO 2020		103709	093020	9601.6436		WATER EFFICIENCY REB
		200.00							
111333	10/1/2020		117925 KRANTZ, KIM OR DOUG						
		110.75	UB REF 15388 SODIUM ST		103739	100120	9601.4651		WATER REVENUE
		110.75							
111334	10/1/2020		117926 KRIENKE, ARMIN OR MARIA						
		376.73	UB REF 14434 IODINE ST		103740	100120	9601.4651		WATER REVENUE
		376.73							
111335	10/1/2020		113464 LAND TITLE						
		76.79	UB REF 7000 149TH LANE NW		103741	100120	9601.4651		WATER REVENUE
		76.79							
111336	10/1/2020		113464 LAND TITLE						
		78.94	UB REF 15240 BARIUM ST		103742	100120A	9601.4651		WATER REVENUE
		78.94							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
									Continued.
111337	10/1/2020		113464 LAND TITLE						
		98.24	UB REF 7285 147TH LN NW		103743	100120B	9601.4651		WATER REVENUE
		98.24							
111338	10/1/2020		113464 LAND TITLE						
		23.34	UB REF 5620 162ND LN NW		103744	100120C	9601.4651		WATER REVENUE
		23.34							
111339	10/1/2020		113464 LAND TITLE						
		24.75	UB REF 5810 169TH AVE NW		103745	100120D	9601.4651		WATER REVENUE
		24.75							
111340	10/1/2020		113464 LAND TITLE						
		269.56	UB REF 14645 OLIVINE TER		103746	100120E	9601.4651		WATER REVENUE
		269.56							
111341	10/1/2020		113464 LAND TITLE						
		380.90	UB REF 14620 FLUORINE ST		103747	100120F	9601.4651		WATER REVENUE
		380.90							
111342	10/1/2020		117618 LEGACY TITLE						
		266.25	UB REF 14875 OLIVINE ST		103748	100120	9601.4651		WATER REVENUE
		266.25							
111343	10/1/2020		117618 LEGACY TITLE						
		408.34	UB REF 5550 144TH AVENUE		103749	100120A	9601.4651		WATER REVENUE
		408.34							
111344	10/1/2020		116025 MINNESOTA TITLE						
		26.17	UB REF 6460 153RD LN NW		103750	100120	9601.4651		WATER REVENUE
		26.17							
111345	10/1/2020		100330 MN FIRE SRV CERTIFICATION BRD						
		360.00	FIRE OFF 1 CERT (3)		103710	7735	0220.6335		TRAINING
		360.00							
111346	10/1/2020		100351 NCPERS GROUP LIFE INS						
		416.00	OCT 2020 LIFE INS		103715	704800102020	9101.2170		DENTAL/DISABILITY/LIFE
		416.00							
111347	10/1/2020		116065 PARTNERS TITLE						
		500.81	UB REF 7680 147TH LN NW		103751	100120	9601.4651		WATER REVENUE
		500.81							
111348	10/1/2020		117927 POTIN, CHAD						
		8.30	UB REF 15307 SODIUM ST		103752	100120	9601.4651		WATER REVENUE
		8.30							
111349	10/1/2020		112959 PREMIUM WATERS INC						
		70.29	FIRE DEPT - BOTTLED WATER		103712	317720182	0220.6489		OTHER CONTRACTED SE
		63.84	FIRE DEPT- BOTTLED WATER		103713	317688469	0220.6489		OTHER CONTRACTED SE
		134.13							
111350	10/1/2020		117038 RESULTS TITLE						
		47.19	UB REF 16904 IODINE ST NW		103753	100120	9601.4651		WATER REVENUE
		47.19							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
111350	10/1/2020		117038 RESULTS TITLE						Continued.
111351	10/1/2020		117928 RESULTS TITLE						
		129.71	UB REF 15513 SODIUM ST		103754	100120	9601.4651		WATER REVENUE
		129.71							
111352	10/1/2020		113898 SHERBURNE COUNTY ABSTRACT & TITLE CO						
		52.34	UB REF 9041 164TH LN NW		103756	100120	9601.4651		WATER REVENUE
		52.34							
111353	10/1/2020		117929 SJOLSETH, RONALD OR NANCY						
		65.75	UB REF 6958 139TH AVE NW		103755	100120	9601.4651		WATER REVENUE
		65.75							
111354	10/1/2020		117930 STONE, KENNETH OR SANDRA OHOTTO						
		26.17	UB REF 9050 181ST AVE NW		103757	100120	9601.4651		WATER REVENUE
		26.17							
111355	10/1/2020		113038 THE TITLE GROUP						
		241.97	UB REF 15201 KRYPTON TER		103759	100120	9601.4651		WATER REVENUE
		310.37	UB REF 15251 URANIUM ST		103760	100120A	9601.4651		WATER REVENUE
		552.34							
111356	10/1/2020		117096 TITLE SMART						
		421.79	UB REF 7336 146TH AVE NW		103761	100120	9601.4651		WATER REVENUE
		421.79							
111357	10/1/2020		115456 TITLESMART						
		79.83	UB REF 14831 KAMACITE ST		103758	100120	9601.4651		WATER REVENUE
		79.83							
111358	10/1/2020		117931 WAKNITZ, ROCHELLE						
		35.18	UB REF 6913 139TH LANE NW		103762	100120	9601.4651		WATER REVENUE
		35.18							
111359	10/1/2020		117469 WATERMARK TITLE AGENCY						
		193.29	UB REF 7317 E RAMSEY PKWY		103763	100120	9601.4651		WATER REVENUE
		193.29							
1001704	9/18/2020		116845 CADY BUSINESS TECHNOLOGIES INC						
		39.00	SEPT 2020 SERVICE		103541	00000048 9/8/20	0192.6405		OFFICE & DATA PROCES
		39.00							
1001705	9/18/2020		100291 MET COUNCIL SAC						
		49,700.00	AUG 2020 SAC CHARGES		103552	091020	9602.2083		SAC CHARGES
		497.00-	AUG 2020 SAC CHARGES		103552	091020	9602.4356		SEWER AVAILABILITY CH
		49,203.00							
1001706	9/18/2020		100510 VERIZON WIRELESS						
		1,188.23	AUG/SEPT 2020 SERVICE		103561	9861921404	0211.6323		CELLULAR PHONES
		92.88	AUG/SEPT 2020 SERVICE		103561	9861921404	0280.6323		CELLULAR PHONES
		463.13	AUG/SEPT 2020 SERVICE		103561	9861921404	0211.6415		OTHER EQUIPMENT REN
		1,744.24							
1001707	9/23/2020		100257 LAW ENFORCEMENT LABOR SRV INC						
		806.00			103344	090320930452	9101.2177		UNION DUES

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
1001707	9/23/2020		100257 LAW ENFORCEMENT LABOR SRV INC						Continued.
		806.00			103572	091720927452	9101.2177		UNION DUES
		1,612.00							
1001708	9/23/2020		100298 MN AFSCME COUNCIL 5						
		540.75			103345	090320930453	9101.2177		UNION DUES
		489.05			103573	091720927453	9101.2177		UNION DUES
		1,029.80							
1001749	9/25/2020		116114 AVESIS THIRD PARTY ADMINISTRATORS						
		173.94	VISION INS OCT 2020		103601	2555888	9101.2170		DENTAL/DISABILITY/LIFE
		173.94							
1001750	9/25/2020		112663 CAPSTONE HOMES INC						
		1,500.00	REF ERO ESC 14963 QUINTANA ST		103582	092420	9804.6433	00117628	REFUNDS
		1,500.00	REF ERO ESC 14975 QUINTANA		103583	092420A	9804.6433	00117627	REFUNDS
		1,500.00	REF ERO ESC 15056 QUINTANA		103584	092420B	9804.6433	00117600	REFUNDS
		1,500.00	REF ERO ESC 14959 TIGER ST		103602	092420C	9804.6433	00117476	REFUNDS
		6,000.00							
1001751	9/25/2020		100510 VERIZON WIRELESS						
		74.12	AUG-SEPT 2020 SERVICE		103592	9862462002	0130.6323		CELLULAR PHONES
		69.12	AUG-SEPT 2020 SERVICE		103592	9862462002	0192.6321		TELEPHONE
		202.15	AUG-SEPT 2020 SERVICE		103592	9862462002	0191.6323		CELLULAR PHONES
		114.49	AUG-SEPT 2020 SERVICE		103592	9862462002	0194.6323		CELLULAR PHONES
		551.57	AUG-SEPT 2020 SERVICE		103592	9862462002	0220.6323		CELLULAR PHONES
		110.86	AUG-SEPT 2020 SERVICE		103592	9862462002	0240.6323		CELLULAR PHONES
		249.44	AUG-SEPT 2020 SERVICE		103592	9862462002	0301.6323		CELLULAR PHONES
		239.57	AUG-SEPT 2020 SERVICE		103592	9862462002	0311.6323		CELLULAR PHONES
		254.40	AUG-SEPT 2020 SERVICE		103592	9862462002	0452.6323		CELLULAR PHONES
		325.56	AUG-SEPT 2020 SERVICE		103592	9862462002	9601.6323		CELLULAR PHONES
		2,191.28							
1001752	10/2/2020		111385 ACHIEVE SERVICES INC						
		57.50	SHREDDING 8/4/20		103684	24881	0130.6405		OFFICE & DATA PROCES
		57.50							
1001753	10/2/2020		110744 ALLINA HEALTH SYSTEM						
		1,989.02	2020 2ND QTR MED DIR/EDU		103687	II10026659	0220.6335		TRAINING
		1,989.02							
1001754	10/2/2020		112663 CAPSTONE HOMES INC						
		1,500.00	REF ERO ESC 14999 TIGER ST NW		103689	100120	9804.6433	00117495	REFUNDS
		1,500.00	REF ERO ESC 14978 QUINTANA ST		103690	100120A	9804.6433	00117629	REFUNDS
		3,000.00							
1001755	10/2/2020		113991 EMERGENCY RESPONSE SOLUTIONS						
		2,615.94	FIRE GEAR		103703	15972	0220.6231		UNIFORMS & TURN-OUT
		2,615.94							
1001756	10/2/2020		112475 INNOVATIVE OFFICE SOLUTIONS						
		14.89	MISC OFFICE SUPPLIES		103707	IN3093175	0211.6208		MISCELLANEOUS OFFICI
		64.62	MISC OFFICE SUPPLIES		103708	IN3093170	0211.6208		MISCELLANEOUS OFFICI
		79.51							
1001757	10/2/2020		115167 NET TRANSCRIPTS INC						

Check #	Date	Amount	Supplier / Explanation	PQ #	Doc No	Inv No	Account No	Subledger	Account Description
1001757	10/2/2020		115167 NET TRANSCRIPTS INC						Continued.
		291.20	AUG 2020 TRANSCRIPTIONS		103711	INV2102761	0211.6315		MISCELLANEOUS PROFE
		291.20							
1001758	10/2/2020		100539 WRIGHT TIRE SERVICE INC						
		1,263.00	TIRES- POLICE INVENTORY		103714	320838	0211.6255		TIRES
		1,263.00							
90032595	10/2/2020		101306 IRS						
		23,875.82			103727	1001201004587	9101.2171		FEDERAL WITHHOLDING
		13,535.73			103728	1001201004588	9101.2173		FICA & MEDICARE-EMPL(
		13,535.70			103729	1001201004589	9101.2182		FICA & MEDICARE-EMPL(
		50,947.25							
90573327	9/18/2020		100398 PUBLIC EMPLOYEES RETIREMENT ASSN						
		82.73			103504	0914201621381	9101.2174		PERA-EMPLOYEE
		82.73			103505	0914201621382	9101.2183		PERA-EMPLOYER
		22,859.14			103574	091720927454	9101.2174		PERA-EMPLOYEE
		30,639.18			103575	091720927455	9101.2183		PERA-EMPLOYER
		53,663.78							
90575140	10/2/2020		100398 PUBLIC EMPLOYEES RETIREMENT ASSN						
		21,890.59			103724	1001201004584	9101.2174		PERA-EMPLOYEE
		29,252.79			103725	1001201004585	9101.2183		PERA-EMPLOYER
		51,143.38							
93676064	10/2/2020		100601 MN DEPT OF REV WH						
		10,815.22			103726	1001201004586	9101.2172		STATE WITHHOLDING
		10,815.22							
95284082	9/18/2020		101306 IRS						
		343.00			103456	0914201053422	9101.2171		FEDERAL WITHHOLDING
		1,577.96			103457	0914201053423	9101.2173		FICA & MEDICARE-EMPL(
		1,577.96			103458	0914201053424	9101.2182		FICA & MEDICARE-EMPL(
		327.71			103507	0914201621384	9101.2171		FEDERAL WITHHOLDING
		215.78			103508	0914201621385	9101.2173		FICA & MEDICARE-EMPL(
		215.78			103509	0914201621386	9101.2182		FICA & MEDICARE-EMPL(
		25,204.54			103577	091720927457	9101.2171		FEDERAL WITHHOLDING
		13,940.36			103578	091720927458	9101.2173		FICA & MEDICARE-EMPL(
		13,940.37			103579	091720927459	9101.2182		FICA & MEDICARE-EMPL(
		57,343.46							
98091820	9/18/2020		115568 ALERUS FINANCIAL NA						
		3,851.67			103571	0917209274514	9101.2176		LIFE/HEALTH-EMPLOYEE
		3,851.67							
98100220	10/2/2020		115568 ALERUS FINANCIAL NA						
		3,656.69			103721	10012010045814	9101.2176		LIFE/HEALTH-EMPLOYEE
		3,656.69							
98297248	9/18/2020		100601 MN DEPT OF REV WH						
		280.01			103455	0914201053421	9101.2172		STATE WITHHOLDING
		50.00			103506	0914201621383	9101.2172		STATE WITHHOLDING
		11,325.93			103576	091720927456	9101.2172		STATE WITHHOLDING
		11,655.94							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99091720	9/17/2020		100219 HOME DEPOT COMMERCIAL ACCT PROGRAM						Continued.
		86.83	AUGUST 2020 PURCHASES		103563	091720	0194.6281		SMALL TOOLS & MINOR E
		86.83							
99091820	9/18/2020		107962 TOTAL ADMINISTRATIVE SERVICE CORP						
		1,778.51			103567	0917209274510	9101.2176		LIFE/HEALTH-EMPLOYEE
		1,778.51							
99100220	10/2/2020		107962 TOTAL ADMINISTRATIVE SERVICE CORP						
		1,778.52			103717	10012010045810	9101.2176		LIFE/HEALTH-EMPLOYEE
		1,778.52							
99114922	10/2/2020		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		8,450.34			103719	10012010045812	9101.2175		DEFERRED COMPENSAT
		8,450.34							
99117042	10/2/2020		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		3,398.80			103720	10012010045813	9101.2176		LIFE/HEALTH-EMPLOYEE
		3,398.80							
99404446	9/18/2020		100223 ICMA RETIREMENT TRUST 457						
		1,918.41			103566	091720927451	9101.2175		DEFERRED COMPENSAT
		1,918.41							
99412348	10/2/2020		100223 ICMA RETIREMENT TRUST 457						
		1,918.41			103716	1001201004581	9101.2175		DEFERRED COMPENSAT
		1,918.41							
99724920	9/18/2020		114486 SUN LIFE ASSURANCE COMPANY OF CANADA						
		878.01			103340	0903209304511	9101.2176		LIFE/HEALTH-EMPLOYEE
		877.54			103568	0917209274511	9101.2176		LIFE/HEALTH-EMPLOYEE
		920.14			103568	0917209274511	9101.2170		DENTAL/DISABILITY/LIFE
		2,675.69							
99795965	9/18/2020		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		8,450.34			103569	0917209274512	9101.2175		DEFERRED COMPENSAT
		8,450.34							
99796564	9/18/2020		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		3,386.18			103570	0917209274513	9101.2176		LIFE/HEALTH-EMPLOYEE
		3,386.18							
		725,798.07	Grand Total						

Payment Instrument Totals

Checks	377,589.22
EFT Payments	276,919.42
A/P ACH Payment	71,289.43
Total Payments	725,798.07

Payment Group Control Number	3103		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2020		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100028	ANDOVER WHEEL AND FRAME INC	EXHAUST REPAIR 407	PV	103766	001	09101	10/2/2020	12219	92.85
	ANDOVER WHEEL AND FRAME INC	EXHAUST REPAIR 407	PV	103766	002	09101	10/2/2020	12219	57.15
	13476 HANSON BLVD ANDOVER MN 55304				Summary Total				150.00
					Payment Amount				150.00
100058	ANOKA RAMSEY FARM AND GARDEN	RIVER ROCK	PV	103813	001	09602	9/29/2020	092920	91.00
	ANOKA RAMSEY FARM AND GARDEN 7435 HIGHWAY 10 RAMSEY MN 55303				Summary Total				91.00
					Payment Amount				91.00
100070	B AND B HOFFMAN SOD FARMS INC	SOD	PV	103609	001	09101	9/22/2020	62759	164.58
	B AND B HOFFMAN SOD FARMS INC 22390 GRANT STREET NW ELK RIVER MN 55330				Summary Total				164.58
					Payment Amount				164.58
108513	BLAINE LOCK AND SAFE INC	LOCK WORK AT CITY HALL	PV	103610	001	09101	9/14/2020	24599	365.00
	BLAINE LOCK AND SAFE INC 10136 SUNSET AVENUE BLAINE MN 55014				Summary Total				365.00
					Payment Amount				365.00
100086	BLUE VELVET INC	SEPT 2020 FIRE WASHES	PV	103655	001	09101	9/17/2020	091720	149.75
	BLUE VELVET INC 14101 ST FRANCIS BLVD NW RAMSEY MN 55303				Summary Total				149.75
					Payment Amount				149.75
116439	CANTEEN VENDING	COFFEE	PV	103611	001	09101	7/28/2020	MSP16016	291.24
	CANTEEN VENDING P O BOX 91337 CHICAGO IL 60693-1337				Summary Total				291.24
		COFFEE	PV	103768	001	09101	9/22/2020	MSP17778	200.11
					Summary Total				200.11

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number	3103		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2020		

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Payment Amount					491.35
106377	CEMSTONE PRODUCTS CO INC	CEMENT	PV	103771	001	09602	9/10/2020	C2255889	1,335.00
	CEMSTONE PRODUCTS CO INC BIN 131462 P O BOX 1414 MINNEAPOLIS MN 55480			Summary Total					1,335.00
				Payment Amount					1,335.00
117919	CENTURY COLLEGE	M. HAGER 7/14/20 FIRE INSPECT	PV	103658	001	09101	9/16/2020	721309	425.00
	CENTURY COLLEGE BUSINESS OFFICE 3300 CENTURY AVENUE N WHITE BEAR LAKE MN 55110			Summary Total					425.00
				Payment Amount					425.00
115993	CORE AND MAIN LP	HYDRANT MARKERS	PV	103659	001	09601	9/18/2020	N029503	1,133.20
	CORE AND MAIN LP P O BOX 28330 ST LOUIS MO 63146			Summary Total					1,133.20
				Payment Amount					1,133.20
100167	CORNERSTONE FORD	WORK ON 678	PV	103613	001	09101	9/17/2020	16306293/2	141.74
	CORNERSTONE FORD	WORK ON 678	PV	103613	002	09101	9/17/2020	16306293/2	758.67
	17219 HIGHWAY 10 NW PO BOX 304 ELK RIVER MN 55330			Summary Total					900.41
				Payment Amount					900.41
114117	CRAWFORD'S EQUIPMENT INC	ASM GATE	PV	103614	001	09101	9/15/2020	01-41078	540.72
	CRAWFORD'S EQUIPMENT INC			Summary Total					540.72
	4898 HIGHWAY 95 NW	SCREWS/BLADES/OIL	PV	103615	001	09101	9/11/2020	01-40918	336.06
	CAMBRIDGE MN 55008			Summary Total					336.06
				Payment Amount					876.78
113734	CURT KRIENS	PED RAMPS- 7	PV	103814	001	09101	9/24/2020	092420	13,860.00

Payment Group Control Number	3103		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2020		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	CONSTRUCTION	LOCATIONS							
	CURT KRIENS CONSTRUCTION 15740 AZURITE COURT RAMSEY MN 55303			Summary Total					13,860.00
				Payment Amount					13,860.00
114363	EAGLE TREE SERVICE	TREE WORK	PV	103619	001	09101	9/8/2020	090820	750.00
	EAGLE TREE SERVICE			Summary Total					750.00
	8637 225TH AVENUE NW	TREE WORK 15010 XKIMO ST	PV	103810	001	09101	9/21/2020	092120	800.00
	NOWTHEN MN 55330			Summary Total					800.00
				Payment Amount					1,550.00
100155	EARL F ANDERSEN INC	BRACKET PLATES	PV	103775	001	09101	9/22/2020	0124582	858.02
	EARL F ANDERSEN INC 19784 KENRICK AVENUE LAKEVILLE MN 55044-7636			Summary Total					858.02
				Payment Amount					858.02
117921	EH WACHS	MISC SUPPLIES	PV	103777	001	09601	9/23/2020	INV181278	3,418.09
	EH WACHS 600 KNIGHTSBRIDGE PARKWAY LINCOLNSHIRE IL 60069			Summary Total					3,418.09
				Payment Amount					3,418.09
106624	EHLERS AND ASSOCIATES, INC	PAYGO CALC AUG 2020	PV	103620	001	09214	9/9/2020	84618	864.00
	EHLERS & ASSOCIATES, INC	PAYGO CALC AUG 2020	PV	103620	002	09214	9/9/2020	84618	288.00
	3060 CENTRE POINTE DRIVE	PAYGO CALC AUG 2020	PV	103620	003	09214	9/9/2020	84618	288.00
	ROSEVILLE MN 55113-1105			Summary Total					1,440.00
		ARBITRAGE REPORT JULY 21,20	PV	103621	001	09352	9/9/2020	84617	3,750.00
				Summary Total					3,750.00
				Payment Amount					5,190.00
104267	ELITE SANITATION	RECYCLE DAYS- TOILET RENTAL	PV	103778	001	09101	9/23/2020	27080	92.00
	ELITE SANITATION			Summary Total					92.00

Payment Group Control Number	3103		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2020		

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	PO BOX 526 ELK RIVER MN 55330								
				Payment Amount					92.00
100143	FERGUSON WATERWORKS # 2516	METER SUPPLIES	PV	103664	001	09601	9/14/2020	0462155	950.65
	FERGUSON WATERWORKS 2516 P O BOX 802817 CHICAGO IL 60680-2817			Summary Total					950.65
		MISC WATER METER PARTS	PV	103781	001	09601	9/23/2020	0463703	147.99
				Summary Total					147.99
				Payment Amount					1,098.64
110760	FIRE SAFETY USA, INC	BATTERIES	PV	103665	001	09101	9/17/2020	138226	548.95
	FIRE SAFETY USA, INC 3253 19TH STREET NW ROCHESTER MN 55901			Summary Total					548.95
		HOOLIGAN BARS	PV	103782	001	09101	9/23/2020	138994	435.00
				Summary Total					435.00
				Payment Amount					983.95
110568	GREEN VALLEY GREENHOUSE	PERENNIALS	PV	103626	001	09101	9/22/2020	388119	211.40
	GREEN VALLEY GREENHOUSE 6530 GREEN VALLEY ROAD RAMSEY MN 55303			Summary Total					211.40
				Payment Amount					211.40
115760	HENRY SCHEIN INC	SANITIZER	PV	103667	001	09101	9/14/2020	82887311	88.28
	HENRY SCHEIN INC DEPT CH 10241 PALATINE IL 60055-0241			Summary Total					88.28
		SANITIZER	PV	103668	001	09101	9/11/2020	82813434	38.88
				Summary Total					38.88
		SANITIZER	PV	103669	001	09101	9/9/2020	82693742	38.88
				Summary Total					38.88
		SANITIZER	PV	103670	001	09101	9/9/2020	82734963	38.88
				Summary Total					38.88
		SANITIZER	PV	103671	001	09101	9/9/2020	82695842	38.88
				Summary Total					38.88
				Payment Amount					243.80
112154	HOPE HAVEN INC	LATHS- PW	PV	103628	001	09101	8/31/2020	CI-003903	3,272.66

Payment Group Control Number	3103		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2020		

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	HOPE HAVEN INC P O BOX 70 ROCK VALLEY IA 51247			Summary Total					3,272.66
				Payment Amount					3,272.66
100256	LANO EQUIPMENT INC	CREDIT- RENTAL RETURN EXCAVT.	PD	103674	001	09605	9/18/2020	02-781649	375.00-
	LANO EQUIPMENT INC 6140 HIGHWAY 10 NW ANOKA MN 55303			Summary Total					375.00-
		CARB CLEANER	PV	103675	001	09101	9/11/2020	02-780149	33.83
				Summary Total					33.83
		HOSE	PV	103786	001	09101	9/24/2020	02-783153	59.90
				Summary Total					59.90
		CYLINDER SCREW	PV	103787	001	09101	9/21/2020	02-782064	3.88
				Summary Total					3.88
		COUPLERS	PV	103788	001	09101	9/23/2020	02-782698	398.76
				Summary Total					398.76
		KUBOTA RENTAL	PV	103789	001	09605	9/17/2020	02-781273	750.00
				Summary Total					750.00
				Payment Amount					871.37
117918	MACQUEEN EMERGENCY GROUP	FIRE DEPT SUPPLIES	PV	103790	001	09101	9/22/2020	16066	2,432.08
	MACQUEEN EMERGENCY GROUP 1125 7TH STREET E ST PAUL MN 55106			Summary Total					2,432.08
				Payment Amount					2,432.08
100270	MACQUEEN EQUIPMENT INC	WORK ON SWEEPER-CONVEYOR	PV	103632	001	09605	9/17/2020	W06972	729.41
	MACQUEEN EQUIPMENT INC 1125 7TH STREET EAST ST PAUL MN 55106			Summary Total					729.41
		SWEEPER VALVE	PV	103633	001	09605	9/17/2020	W06973	236.94
				Summary Total					236.94
				Payment Amount					966.35
108208	METRO PRODUCTS INC	MISC PARTS	PV	103792	001	09101	10/1/2020	154680	144.29
	METRO PRODUCTS INC 7401 CENTRAL AVENUE NE FRIDLEY MN 55432			Summary Total					144.29
				Payment Amount					144.29

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Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2020		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100345	NAPA AUTO PARTS ELK RIVER	FILTERS	PV	103636	001	09101	9/18/2020	080105	206.42
	NAPA AUTO PARTS ELK RIVER			Summary Total					206.42
	17137 YALE STREET NW	SOLENOID 692	PV	103793	001	09101	9/23/2020	080704	48.99
	P O BOX 1041			Summary Total					48.99
	ELK RIVER MN 55330								
				Payment Amount					255.41
111368	POLLARDWATER	METER SUPPLIES	PV	103796	001	09601	9/22/2020	0175482	583.85
	POLLARDWATER			Summary Total					583.85
	P O BOX 417592	METER SUPPLIES	PV	103797	001	09601	9/17/2020	0175710	102.80
	BOSTON MA 02241-7592			Summary Total					102.80
				Payment Amount					686.65
100393	PRAIRIE RESTORATIONS INC	RIVERS BEND PARK	PV	103679	001	09101	9/17/2020	26074	603.00
	PRAIRIE RESTORATIONS INC			Summary Total					603.00
	31646 128TH STREET	ALPINE PARK	PV	103680	001	09101	9/17/2020	26075	487.55
	PRINCETON MN 55371			Summary Total					487.55
				Payment Amount					1,090.55
114163	RCM SPECIALTIES INC	EMULSION	PV	103644	001	09101	9/15/2020	7713	3,506.92
	RCM SPECIALTIES INC			Summary Total					3,506.92
	12090 MARGO AVENUE SOUTH SUITE B								
	HASTINGS MN 55033								
				Payment Amount					3,506.92
100421	REGAL AWARDS AND TROPHIES	LAZER PLATES	PV	103800	001	09101	10/2/2020	100220	30.00
	REGAL AWARDS AND TROPHIES			Summary Total					30.00
	15454 HEMATITE STREET NW								
	ANOKA MN 55303								
				Payment Amount					30.00
111128	SHERBURNE COUNTY SHERIFFS OFFICE	9/15/20 RANGE USE	PV	103646	001	09101	9/16/2020	0202009-RPD	120.00
	SHERBURNE COUNTY SHERIFFS OFFICE			Summary Total					120.00

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Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2020		

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	13880 BUSINESS CENTER DRIVE NW ELK RIVER MN 55330								
				Payment Amount					120.00
100854	ST PAUL, CITY OF	ASPHALT	PV	103803	001	09101	9/16/2020	IN42757	130.28
	CITY OF ST PAUL 15 W KELLOGG BLVD 700 CITY HALL ST PAUL MN 55102								
				Summary Total					130.28
				Payment Amount					130.28
107059	TJ ASSOCIATES PRINTING INC	RE-LETTER GOLF EVENT SIGNS	PV	103682	001	09230	9/4/2020	234269	147.00
	T J ASSOCIATES PRINTING INC 6441 140TH COURT N.W. RAMSEY MN 55303								
				Summary Total					147.00
				Payment Amount					147.00
113367	TRAFFIC LOGIX CORPORATION	WEB DIRECTOR RENEWAL FEE	PV	103804	001	09101	9/30/2020	SIN09080	400.00
	TRAFFIC LOGIX CORPORATION 3 HARRIET LANE SPRING VALLEY NY 10977								
				Summary Total					400.00
				Payment Amount					400.00
117317	VOSS UTILITY AND PLUMBING INC	2 WATER HEATERS-CENTRAL PARK	PV	103806	001	09101	9/25/2020	999-780	1,710.00
	VOSS UTILITY AND PLUMBING INC 885 KATYDID LANE ST MICHAEL MN 55376								
				Summary Total					1,710.00
				Payment Amount					1,710.00
100529	WENDELL'S INC	BADGE- TRUDIE FALK	PV	103807	001	09101	10/1/2020	2504761	5.23
	WENDELL'S INC 6601 BUNKER LAKE BLVD PO BOX 458 RAMSEY MN 55303-0458								
				Summary Total					5.23
				Payment Amount					5.23
				Total Amount to be Processed					49,356.76

CITY OF RAMSEY

Create Payment Control Groups

Payment Group Control Number	3103		
Bank Account	999.1010	CASH IN BANK	00002224
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Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2020		

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

Total Number of Payments to be Processed 37

Payment Group Control Number	3104		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	T	A/P ACH Payment	
Pay Through Date	12/31/2020		

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
110789	4IMPRINT	MISC NITE TO UNITE 2020	PV	103606	001	09101	9/8/2020	8442545	3,185.39
	4IMPRINT					Summary Total			3,185.39
	P O BOX 320								
	101 COMMERCE STREET								
	OSHKOSH WI 54901								
						Payment Amount			3,185.39
110402	ADVANCE AUTO PARTS	AUGUST 2020 PUCHASES	PV	103651	001	09101	8/31/2020	083120	18.99
	ADVANCE AUTO PARTS	AUGUST 2020 PUCHASES	PV	103651	002	09101	8/31/2020	083120	1,626.34
	AAP FINANCIAL SERVICES	AUGUST 2020 PUCHASES	PV	103651	003	09101	8/31/2020	083120	535.96
	P O BOX 742063	AUGUST 2020 PUCHASES	PV	103651	004	09101	8/31/2020	083120	42.21
	ATLANTA GA 30374-2063					Summary Total			2,223.50
						Payment Amount			2,223.50
100029	ANOKA AREA CHAMBER OF COMMERCE	S. SULLIVAN GOLF 9/11/2020	PV	103652	001	09230	9/15/2020	27103	80.00
	ANOKA AREA CHAMBER OF COMMERCE					Summary Total			80.00
	12 BRIDGE SQUARE	ANNUAL MEMBERSHIP DUES	PV	103812	001	09101	10/1/2020	27142	410.00
	ANOKA MN 55303					Summary Total			410.00
						Payment Amount			490.00
107587	ANOKA COUNTY TREASURY DEPARTMENT	OCT 2020 CAC FIBER	PV	103607	001	09101	9/18/2020	B200917M	492.00
	ANOKA COUNTY TREASURY DEPARTMENT					Summary Total			492.00
	2100 THIRD AVENUE								
	ANOKA MN 55303								
						Payment Amount			492.00
116646	BASIC	RENEWAL 2020 ACA ELEVATE OPT 1	PV	103654	001	09101	9/16/2020	10-560961	378.00
	BENEFIT ADMINISTRATIVE SERVICES INT'L CO					Summary Total			378.00
	PO BOX 775339								
	CHICAGO IL 60677-5339								
						Payment Amount			378.00
106346	BAUER BUILT INCORPORATED	REPAIR 556	PV	103653	001	09101	9/21/2020	940070015	566.40
	BAUER BUILT INCORPORATED					Summary Total			566.40

Payment Group Control Number	3104		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	T	A/P ACH Payment	
Pay Through Date	12/31/2020		

Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	8270 W 35W SERVICE DR	TIRE REPAIR 686	PV	103767	001	09101	9/25/2020	940070175	57.47
	BLAINE MN 55449	TIRE REPAIR 686	PV	103767	002	09101	9/25/2020	940070175	185.00
				Summary Total					242.47
				Payment Amount					808.87
116848	BAYCOM INC	HAND STRAP	PV	103656	001	09101	9/17/2020	EQUIPINV_028766	84.00
	BAYCOM INC			Summary Total					84.00
	N16 W23217 STONE RIDGE DRIVE # 250								
	WAUKESHA WI 53188			Payment Amount					84.00
116197	CINTAS CORPORATION	UNIFORM CLEANING	PV	103612	001	09101	9/16/2020	4061755436	28.00
	CINTAS CORPORATION	UNIFORM CLEANING	PV	103612	002	09101	9/16/2020	4061755436	4.00
	CINTAS LOC #4K	UNIFORM CLEANING	PV	103612	003	09101	9/16/2020	4061755436	22.62
	P O BOX 650838	UNIFORM CLEANING	PV	103612	004	09101	9/16/2020	4061755436	22.61
	DALLAS TX 75265-0838			Summary Total					77.23
		FIRE STATIONS- MATS	PV	103657	001	09101	9/9/2020	4061008124	13.20
				Summary Total					13.20
		UNIFORM CLEANING	PV	103770	001	09101	9/23/2020	4062368994	28.00
		UNIFORM CLEANING	PV	103770	002	09101	9/23/2020	4062368994	4.00
		UNIFORM CLEANING	PV	103770	003	09101	9/23/2020	4062368994	23.78
		UNIFORM CLEANING	PV	103770	004	09101	9/23/2020	4062368994	23.79
				Summary Total					79.57
		UNIFORM CLEANING	PV	103809	001	09101	9/30/2020	4062987495	28.00
		UNIFORM CLEANING	PV	103809	002	09101	9/30/2020	4062987495	4.00
		UNIFORM CLEANING	PV	103809	003	09101	9/30/2020	4062987495	22.62
		UNIFORM CLEANING	PV	103809	004	09101	9/30/2020	4062987495	22.61
				Summary Total					77.23
				Payment Amount					247.23
113306	DEFINITIVE TECHNOLOGY SOLUTIONS INC	SEPT-OCT 20 PRINTER CONTRACTS	PV	103773	001	09101	9/22/2020	INV207641	557.54
	DEFINITIVE TECHNOLOGY SOLUTIONS INC			Summary Total					557.54
	9401 JAMES AVENUE SOUTH SUITE 120								
	BLOOMINGTON MN 55431			Payment Amount					557.54
100144	DEHN OIL COMPANY	CENTAUR XHP TUBES	PV	103616	001	09101	9/22/2020	25160803	157.86
	DEHN OIL COMPANY			Summary Total					157.86
	6735 141ST AVENUE NW	DIESEL FUEL	PV	103772	001	09101	9/25/2020	67902	1,732.50

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Version	LOGIS004V		
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Payment Instrument	T	A/P ACH Payment	
Pay Through Date	12/31/2020		

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	RAMSEY MN 55303					Summary Total			1,732.50
						Payment Amount			1,890.36
101185	DO ALL PRINTING COM INC	LAMINATE ELECTION MAPS	PV	103617	001	09101	9/14/2020	48870	8.00
	DO ALL PRINTING COM INC					Summary Total			8.00
	6360 HIGHWAY 10 NW	BUSINESS CARDS- A. MADSEN	PV	103618	001	09101	9/15/2020	48900	45.00
	RAMSEY MN 55303					Summary Total			45.00
						Payment Amount			53.00
100158	ECM PUBLISHERS INC	PROJECT 20-129	PV	103660	001	09804	9/18/2020	795147	91.38
	ECM PUBLISHERS INC					Summary Total			91.38
	4095 COON RAPIDS BLVD	PH CITY PROJ 2020-04	PV	103776	001	09437	9/25/2020	796259	198.88
	COON RAPIDS MN 55433					Summary Total			198.88
						Payment Amount			290.26
108737	EMERGENCY AUTOMOTIVE TECHNOLOGY INC	HAVIS LOW PROFILE/TILT SWIVEL	PV	103661	001	09101	9/11/2020	DL091120-21	70.69
	EMERGENCY AUTOMOTIVE TECHNOLOGY INC 2755 GENEVA AVE N OAKDALE MN 55128					Summary Total			70.69
						Payment Amount			70.69
113991	EMERGENCY RESPONSE SOLUTIONS	HOUSING ASSY.	PV	103662	001	09101	9/17/2020	15977	157.48
	EMERGENCY RESPONSE SOLUTIONS					Summary Total			157.48
	4817 VIKING BLVD SUITE 102	TRUE NORTH BAG	PV	103663	001	09101	9/14/2020	16010	276.03
	EAST BETHEL MN 55092					Summary Total			276.03
						Payment Amount			433.51
113321	FACTORY MOTOR PARTS CO	OIL FILTER	PV	103623	001	09101	9/17/2020	6-1573163	29.88
	FACTORY MOTOR PARTS CO					Summary Total			29.88
	BIN 139107	AIR CLEANER 396	PV	103779	001	09101	9/28/2020	6-1573913	14.11
	P O BOX 9107 MINNEAPOLIS MN 55480-9107					Summary Total			14.11
						Payment Amount			43.99

Payment Group Control Number	3104		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	T	A/P ACH Payment	
Pay Through Date	12/31/2020		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
107099	FASTENAL	MISC PARTS	PV	103780	001	09101	9/25/2020	MNTC8189671	169.99
	FASTENAL COMPANY P O BOX 1286 WINONA MN 55987			Summary Total					169.99
				Payment Amount					169.99
100200	GOPHER STATE ONE CALL INC	283 TICKETS SEPT 2020	PV	103783	001	09601	9/30/2020	0090689	127.35
	GOPHER STATE ONE CALL	283 TICKETS SEPT 2020	PV	103783	002	09601	9/30/2020	0090689	127.35
	7223 PARKWAY DRIVE SUITE 210	283 TICKETS SEPT 2020	PV	103783	003	09601	9/30/2020	0090689	127.35
	HANOVER MD 21076-1317			Summary Total					382.05
				Payment Amount					382.05
100204	GRAFIX SHOPPE	UNIT NUMBERS	PV	103624	001	09101	9/2/2020	135315	15.00
	GRAFIX SHOPPE			Summary Total					15.00
	3240 MIKE COLLINS DRIVE	NUMBERS FOR RIFLES	PV	103666	001	09101	9/15/2020	135485	108.26
	EAGAN MN 55121			Summary Total					108.26
				Payment Amount					123.26
100650	GRAINGER	HOSE CLAMPS	PV	103625	001	09601	9/15/2020	9652731523	58.12
	GRAINGER INC DEPT. 806511127 PALATINE IL 60038-0001			Summary Total					58.12
				Payment Amount					58.12
108628	GROVE NURSERY	6 TREES	PV	103627	001	09101	9/14/2020	30862800	1,410.00
	GROVE NURSERY 9650 TRAIL HAVEN ROAD CORCORAN MN 55340			Summary Total					1,410.00
				Payment Amount					1,410.00
100211	HAWKINS INC	CHEMICALS	PV	103811	001	09601	9/25/2020	4802744	5,032.66
	HAWKINS INC P O BOX 860263 MINNEAPOLIS MN 55486-0263			Summary Total					5,032.66
				Payment Amount					5,032.66

Payment Group Control Number 3104
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JLIPSKI
Payment Instrument T A/P ACH Payment
Pay Through Date 12/31/2020

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
112475	INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	PV	103631	001	09101	9/10/2020	IN3096519	30.31
	INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	PV	103631	002	09101	9/10/2020	IN3096519	120.15
	P O BOX 860627			Summary Total					150.46
	MINNEAPOLIS MN 55486-0001	MISC OFFICE SUPPLIES	PV	103672	001	09101	9/22/2020	IN3108999	68.15
				Summary Total					68.15
		MISC OFFICE SUPPLIES	PV	103673	001	09101	9/21/2020	IN3106828	164.94
				Summary Total					164.94
				Payment Amount					383.55
100283	MENARDS COON RAPIDS	MISC SUPPLIES	PV	103676	001	09101	9/16/2020	35371	101.66
	MENARDS COON RAPIDS			Summary Total					101.66
	3045 MAIN STREET								
	COON RAPIDS MN 55433								
				Payment Amount					101.66
100284	MENARDS ELK RIVER	MISC SUPPLIES	PV	103634	001	09601	9/14/2020	17877	41.96
	MENARDS ELK RIVER			Summary Total					41.96
	19521 EVANS STREET NW	MISC SUPPLIES	PV	103677	001	09101	9/23/2020	18405	223.99
	ELK RIVER MN 55330-1077			Summary Total					223.99
		MISC SUPPLIES	PV	103791	001	09101	9/23/2020	18410	24.33
				Summary Total					24.33
				Payment Amount					290.28
100285	MET COUNCIL ENVIRONMENTAL SRV	NOVEMBER 20 WASTE WATER	PV	103815	001	09602	10/6/2020	0001114994	71,133.24
	MET COUNCIL ENVIRONMENTAL SRV			Summary Total					71,133.24
	P O BOX 856513								
	MINNEAPOLIS MN 55485-6513								
				Payment Amount					71,133.24
100341	MTI DISTRIBUTING INC	V BELT	PV	103635	001	09101	9/11/2020	1277506-00	69.13
	MTI DISTRIBUTING INC			Summary Total					69.13
	SDS 12-1900								
	P O BOX 86								
	MINNEAPOLIS MN 55486-1900								

Payment Group Control Number	3104		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	T	A/P ACH Payment	
Pay Through Date	12/31/2020		

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Payment Amount					69.13
108091	MUNICIPAL CODE CORPORATION	UPDATE PAGES	PV	103678	001	09101	9/24/2020	00348323	592.30
	MUNICIPAL CODE CORPORATION P O BOX 2235 TALLAHASSEE FL 32316			Summary Total					592.30
				Payment Amount					592.30
100354	NEWMAN SIGNS INC	SIGN MATERIAL	PV	103637	001	09101	9/22/2020	TRFINV025024	236.18
	NEWMAN SIGNS INC			Summary Total					236.18
	PO BOX 1728	SIGN SHEETING	PV	103638	001	09101	9/11/2020	TRFINV024729	1,088.80
	JAMESTOWN ND 58402-1728			Summary Total					1,088.80
				Payment Amount					1,324.98
100363	NORTHERN SANITARY SUPPLY CO	MISC SUPPLIES	PV	103639	001	09101	9/17/2020	199811	205.21
	NORTHERN SANITARY SUPPLY CO			Summary Total					205.21
	341 COON RAPIDS BLVD	MISC SUPPLIES	PV	103794	001	09101	9/24/2020	199879	188.59
	MINNEAPOLIS MN 55433			Summary Total					188.59
				Payment Amount					393.80
115071	NORTHLAND OCCUPATIONAL HEALTH	PRE EMPLOY SCREEN	PV	103640	001	09101	9/15/2020	7947	150.00
	NORTHLAND OCCUPATIONAL HEALTH			Summary Total					150.00
	7533 SUNWOOD DRIVE NW SUITE 212	PRE EMPLOY DRUG SCREEN	PV	103641	001	09101	9/10/2020	7892	50.00
	RAMSEY MN 55303			Summary Total					50.00
				Payment Amount					200.00
110547	NORTHWEST LIGHTING SYSTEMS CO.	RAMP LIGHTING	PV	103642	001	09240	9/18/2020	117942	193.42
	NORTHWEST LIGHTING SYSTEMS CO. 746 CRAIG AVENUE TRACY MN 56175			Summary Total					193.42
				Payment Amount					193.42
110480	OPUS 21 MANAGEMENT SOLUTIONS	AUG 2020 SERVICES	PV	103795	001	09601	7/27/2020	200809	125.72

Payment Group Control Number	3104		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	T	A/P ACH Payment	
Pay Through Date	12/31/2020		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	OPUS 21 MANAGEMENT SOLUTIONS	AUG 2020 SERVICES	PV	103795	002	09601	7/27/2020	200809	125.72
	680 COMMERCE DRIVE SUITE 160	AUG 2020 SERVICES	PV	103795	003	09601	7/27/2020	200809	125.72
	WOODBURY MN 55125	AUG 2020 SERVICES	PV	103795	004	09601	7/27/2020	200809	125.72
		AUG 2020 SERVICES	PV	103795	005	09601	7/27/2020	200809	125.73
				Summary Total					628.61
				Payment Amount					628.61
114134	PHASOR ELECTRIC COMPANY	ALPINE/HWY 47 PED LIGHT	PV	103643	001	09101	9/17/2020	047747	216.00
	PHASOR ELECTRIC COMPANY	ALPINE/HWY 47 PED LIGHT	PV	103643	002	09101	9/17/2020	047747	278.00
	2160 108TH LANE NE BLAINE MN 55449			Summary Total					494.00
				Payment Amount					494.00
113444	PRECISE	AUG 2020 SERVICE	PV	103798	001	09101	9/24/2020	200-1027489	900.00
	PRECISE 501 EAST CLIFF ROAD SUITE 100 BURNSVILLE MN 55337			Summary Total					900.00
				Payment Amount					900.00
113241	RANGER CHEVROLET	2020 GMC SIERRA 612	PV	103799	001	09601	10/2/2020	9987973	15,047.30
	RANGER CHEVROLET	2020 GMC SIERRA 612	PV	103799	002	09601	10/2/2020	9987973	15,047.30
	1502 E. HOWARD STREET HIBBING MN 55746			Summary Total					30,094.60
				Payment Amount					30,094.60
100431	SAFETY KLEEN CORPORATION	RECYCLE PARTS WASHER FLUID	PV	103645	001	09101	9/14/2020	CN11532899	110.97
	SAFETY KLEEN CORPORATION PO BOX 975201 DALLAS TX 75397-5201			Summary Total					110.97
				Payment Amount					110.97
100976	SHRED IT	SHREDDING PD	PV	103681	001	09101	9/15/2020	8180491877	74.76
	SHRED IT USA MINNEAPOLIS 28883 NETWORK PLACE CHICAGO IL 60673-1288			Summary Total					74.76
				Payment Amount					

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number	3104		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	T	A/P ACH Payment	
Pay Through Date	12/31/2020		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
									74.76
114269	SPEEDCUTTERS OUTDOOR MAINTENANCE LLC	AUG/SEPT 2020 LAWN CARE	PV	103801	001	09101	9/24/2020	12667	6,649.50
	SPEEDCUTTERS OUTDOOR MAINTENANCE LLC			Summary Total					6,649.50
	18523 OLSON STREET NW	FIRE STAT 1 LAWN CARE SEPT	PV	103802	001	09101	9/24/2020	12639	488.69
	ELK RIVER MN 55330			Summary Total					488.69
				Payment Amount					7,138.19
110313	SUMMIT COMPANIES	RECHARGE EXTINGUISHERS	PV	103647	001	09101	9/16/2020	1560545	100.77
	SUMMIT COMPANIES P O BOX 6205 CAROL STREAM IL 60197-6205			Summary Total					100.77
				Payment Amount					100.77
100485	TIMESAVER OFF SITE SECRETARIAL INC	AUG/SEPT 2020 MEETINGS	PV	103648	001	09101	9/13/2020	M25890	971.25
	TIMESAVER OFF SITE SECRETARIAL INC 21021 KAROLINE COURT N FOREST LAKE MN 55025			Summary Total					971.25
				Payment Amount					971.25
107705	TWIN CITY GARAGE DOOR CO	PD GARAGE DOOR REPAIR	PV	103805	001	09101	9/23/2020	Z149833	592.00
	TWIN CITY GARAGE DOOR CO 5601 BOONE AVE N MINNEAPOLIS MN 55428			Summary Total					592.00
				Payment Amount					592.00
100539	WRIGHT TIRE SERVICE INC	4 TIRES 692	PV	103649	001	09101	9/16/2020	82795	519.08
	WRIGHT TIRE SERVICE INC			Summary Total					519.08
	710 WEST MAIN STREET	2 TIRES 697	PV	103650	001	09101	9/16/2020	82804	251.92
	ANOKA MN 55303			Summary Total					251.92
		4 TIRES FOR 601	PV	103808	001	09101	9/23/2020	82976	519.08
				Summary Total					519.08
				Payment Amount					1,290.08

CITY OF RAMSEY

Create Payment Control Groups

Payment Group Control Number	3104		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	T	A/P ACH Payment	
Pay Through Date	12/31/2020		

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	135,502.01
Total Number of Payments to be Processed	42

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #20-223

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF SEPTEMBER 17, 2020 THROUGH OCTOBER 7, 2020

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of September 17, 2020, through October 7, 2020, in the amount of $ 1,276,454.16 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 September 17, 2020, through October 7, 2020, in the amount of $ 1,276,454.16.

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:

Mayor LeTourneau
Councilmember
Councilmember
Councilmember
Councilmember
Councilmember

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 13th day of October, 2020.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **5. 7.**

Meeting Date: 10/13/2020

By: Chloe McGuire Brigl, Community Development

Information

Title

Adopt Resolution #20-075 Amending Development Agreement for Makowsky Property (Project 20-103)

Purpose/Background:

The purpose of this case is to review a request from Zappia & LeVahn, Ltd., attorney for the Subject Property owner, to amend and restate the original Development Contract for this subdivision. The entirety of the Development Contract, except item 17D will be released. Item 17D states that the 57 parcel shall not be considered buildable as it currently sits. It allows the remaining parcel to be subdivided in the future, in compliance with City Code standards at the time of subdivision.

This type of request is common when a property owner is attempting to sell a property. These types of documents are recorded against the property and can make the sale more complex, difficult, or stall the sale of the land. The items on the Development Contract have been satisfied, so Staff is comfortable amending the Development Contract to release the property from everything except item 17D.

Notification:

No notification is required.

Funding Source:

Staff is handling this request as part of normal duties.

Recommendation:

Staff Recommends Adoption of Resolution #20-075

Action:

Adopt Resolution #20-075 Amending Development Agreement for Makowsky Property

Attachments

Subject Property
Original Development Agreement
Amended and Restated Development Contract
Resolution #20-075

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	10/08/2020 08:11 AM
Kurt Ulrich	Kurt Ulrich	10/08/2020 01:55 PM
Form Started By: Chloe McGuire Brigl		Started On: 10/02/2020 12:23 PM
Final Approval Date: 10/08/2020		

Subject Property

Makowsky Property



Print Date: October 6, 2020

ANOKA COUNTY MINNESOTA

Document No.: 2036331.005 ABSTRACT

I hereby certify that the within instrument was filed in this office for record on: 07/31/2012 10:40:00 AM

Fees/Taxes In the Amount of: $52.65

LARRY W. DALIEN

Anoka County Property Tax Administrator/Recorder/Registrar of Titles

SRM, Deputy

Delinquent Taxes Certified Certificate of Real Estate Value Not Required

Transfer Entered

Record ID: 2517366

Record ID 2517371

2036331.006

CITY OF RAMSEY
DEVELOPMENT CONTRACT
FOR MAKOWSKY FAMILY FARMS METES AND BOUNDS SUBDIVISION

This CONTRACT dated this 12TH day of July, 2012, and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**"), and Makowsky Family Farm, LLC, a Minnesota limited liability company ("**PERMITTEE**).

WHEREAS, the **PERMITTEE** is the owner of land legally described as follows:

That part of the West Half of the Northwest ¼ of Section 10, Township 32, Range 25, Anoka County, Minnesota described as follows: Commencing at the Northwest corner of Section 10, Township 32, Range 25, thence Easterly on said Section line 80 rods; thence Southerly parallel with the West line of said Section to Trott Brook; thence Westerly along the channel of said Brook to where the West line of said Section crosses the same; thence Northerly along said line to the place of beginning.

(the "Property").

WHEREAS, PERMITTEE desires to split the Property into two (2) parcels; and

WHEREAS, on May 3, 2012, pursuant to Resolution No. 12-05-066, the **CITY** approved the subdivision by metes and bounds description (the "**Subdivision**"), which approval is contingent on certain requirements, including **PERMITTEE** and the **CITY** entering into this Contract; and

WHEREAS, PERMITTEE understands that the **CITY** will expend no **CITY** funds until **PERMITTEE** has complied with the relevant escrow requirements in the Code of Ordinances of the **CITY**.

NOW, THEREFORE, the **CITY, PERMITTEE** agree as follows:

1. Conditions of Approval. The **CITY** hereby approves the Subdivision on condition that **PERMITTEE** provide the necessary security in accordance with the terms of this Contract.

2. Permittee Plans. **PERMITTEE** shall develop the Property in accordance with the Permittee Plans, with changes as required by the City Staff Review Letter April 26, 2012. The Permittee Plans shall not be attached to this Contract, but are in **CITY** files.The Permittee Plans as they are:

   - Sketch Plan prepared by Bolton and Menk. dated March 29, 2012

3. Stage I Improvements. The "Stage I Improvements" are described in the Permittee Plans and consist of the following:

   a. None.

4. Stage I Improvement Financial Guarantee. The **PERMITTEE** is not required to submit a Stage I Improvement Financial Guarantee. The **PERMITTEE** is not responsible for installation of Stage I Improvements. The **PERMITTEE** acknowledges that Stage I Improvements shall be required with future subdivision requests and will be reviewed at the time the **PERMITTEE** submits any request for future subdivision.

5. Inspection Fees. The **PERMITTEE** shall be responsible for all City inspection costs incurred by the **CITY** related to the installation of the Stage I Improvements in the amount of No Dollars and No Cents ($0.00), which equals 5% of the City Engineer's estimated cost of the Stage I Improvements. **PERMITTEE** shall deposit said amount as a cash escrow held by the **CITY** at the time of execution of this Contract. **PERMITTEE** agrees that said fees may be used to complete the Improvements in the event of default by the **PERMITTEE**. Upon completion of the Stage I Improvements and final inspection and acceptance by the **CITY**, the remaining balance in the escrow account shall be returned to **PERMITTEE**.

6. Stage I Improvement Installation. The **PERMITTEE** is not responsible for installation of Stage I Improvements. The **PERMITTEE** acknowledges that Stage I Improvements shall be required with future subdivision requests and will be reviewed at the time the **PERMITTEE** submits any request for future subdivision.

7. Time of Performance. The **PERMITTEE** is not responsible for installation of Stage I Improvements. The **PERMITTEE** acknowledges that Stage I Improvements shall be required with future subdivision requests and will be reviewed at the time the **PERMITTEE** submits any request for future subdivision.

8. Stage I Improvement Warranty Financial Guarantee. The **PERMITTEE** is not responsible for installation of Stage I Improvements. The **PERMITTEE** acknowledges that Stage I Improvements shall be required with future subdivision requests and will be reviewed at the time the **PERMITTEE** submits any request for future subdivision.

9. Maintenance Guarantee for Landscaping. The **PERMITTEE** is not responsible for providing a maintenance guarantee for landscaping, as no landscaping is required. The **PERMITTEE** acknowledges that landscaping shall be required with future subdivision requests and will be reviewed at the time the **PERMITTEE** submits any request for future subdivision.

10. Ownership of Improvements. The **PERMITTEE** is not responsible for installation of Stage I Improvements. The **PERMITTEE** acknowledges that Stage I Improvements shall be required with future subdivision requests and will be reviewed at the time the **PERMITTEE** submits any request for future subdivision.

11. License. **PERMITTEE** hereby grants to the **CITY**, its agents, employees, officers and contractors, a license to enter the Property from time to time in order to perform all work and/or inspections deemed appropriate by the **CITY** during installation of the

Improvements. This license shall expire after the Improvements installed pursuant to this Contract have been installed and accepted by the **CITY**.

12. Stage II Improvements. The Stage II Improvements which the **CITY** requires **PERMITTEE** to construct, which are not otherwise included in the Stage I Improvements, are as follows:

    a. Monument stakes for the Plat

    PERMITTEE agrees to construct the Stage II Improvements according to the terms and conditions of this Contract and in accordance with the Permittee Plans, which are subject to revisions per City Staff Review Letter dated April 26, 2012 and which shall be submitted to the City Engineer for review and approval prior to execution by **PERMITTEE** of any such contract and prior to commencement of construction of the Stage I Improvements.

13. Payment for Stage II Improvements. **PERMITTEE** shall be responsible for a financial guarantee for the Stage II Improvements to ensure timely completion of the Stage II Improvements. **PERMITTEE** shall be responsible for a financial guarantee for Stage II Improvements in the amount of 125% of the City Engineer's estimated cost of the State II Improvements. **PERMITTEE** shall deposit said amount as a letter of credit or cash escrow at the time of execution of this Contract.

14. Street and Public Property Cleaning. **PERMITTEE** shall clear any soil, earth or debris from the streets, public property and Stormwater facilities resulting from any construction within the Property. From time to time and upon not less than thirty six (36) hours prior notice to **PERMITTEE**, the **CITY** may remove, at the expense of **PERMITTEE**, accumulations of soil, earth and debris from the streets and Stormwater facilities within the Property resulting from construction of the Stage I Improvements, and **PERMITTEE** shall pay each invoice from the **CITY** to **PERMITTEE** for such costs within fifteen (15) days of receipt of the invoice.

15. Default. In the event of default by **PERMITTEE** as to any of the work to be performed by it hereunder, the **CITY** may, at its option, perform the work and **PERMITTEE** shall promptly reimburse the **CITY** for any reasonable expense incurred by the **CITY**, provided **PERMITTEE** is first given written notice of the work in default, not less than 48 hours in advance. This Contract 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 Property. When the **CITY** does any such work, the **CITY** may, in addition to its other remedies, assess the cost in whole or in part to the benefitted portion(s) of the Property. **PERMITTEE** authorizes reimbursement from any of **PERMITTEE**'s escrows held by the **CITY**.

16. Miscellaneous.

    a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Contract is for any reason invalid, such decision shall not affect the validity of the remaining portions of this Contract.

b. Written Amendments Only. The action or inaction of the **CITY** shall not constitute a waiver of or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The **CITY**'s failure to promptly take legal action to enforce this Contract shall not be a waiver or release.

c. Compliance with Laws and Regulations. **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 **PERMITTEE** cause the Plat to so comply. Upon the **CITY**'s demand, **PERMITTEE** shall cease work until there is compliance.

d. Recording; Termination and Release. This Contract shall run with the land and shall be recorded in the office of the Anoka County Recorder at the expense of **PERMITTEE**. After **PERMITTEE** has completed the work required of it under this Contract, as to all or any portion of the Property, at the request of **PERMITTEE** the **CITY** will execute in recordable form and deliver either a termination of this Contract or a release of such portion of the Property from the effect of this Contract.

e. Mailbox Locations. **PERMITTEE** agree that the placement of mailboxes along public streets is subject to the approval by the **CITY**, and location of utilities will be necessary through Gopher State One-Call.

f. Boulevard and Area Restoration. **PERMITTEE** shall be responsible for the cost of establishing seed in all boulevards, except as otherwise noted, within thirty (30) days after completion of the street improvements included in the Stage I Improvements, and restoring all other areas disturbed by the Stage I Improvements, in accordance with approved Permittee Plans. **PERMITTEE** shall be responsible for the cost of cleaning any soil, earth or debris from wetlands within and adjacent to the Property resulting from grading in connection with the Stage I Improvements.

g. 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. **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.

h. Construction Site Maintenance. **PERMITTEE** shall adhere to all **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.

i. Estimated Cost. It is understood and agreed that cost amounts set forth in this Contract as to the Stage I and Stage II Improvements, unless qualified as fixed amounts, are estimated. **PERMITTEE** agreeS to pay the entire cost of the Improvements, including interest, engineering and legal fees related thereto.

j. Subdivision Approval Expenses. **PERMITTEE** shall pay to **CITY** all **CITY** expenses incurred in the approval of the Subdivision, including, but not limited to, administration expenses, and engineering and legal fees. Any such expenses incurred after recording of the Plat shall be paid within fifteen (15) days after receipt of an invoice therefor. Failure to pay the **CITY'S** expenses within that fifteen (15) day period will permit the **CITY** to draw for payment upon any of the escrows required by this Contract. The **CITY** agrees to provide to **PERMITTEE**, promptly upon request, an estimate of all such expenses.

k. Reimbursement to the **CITY**. **PERMITTEE** shall reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Contract if the City prevails in such action, or any portion thereof, including court costs and reasonable engineering and attorney's fees.

l. Marketable Title. Prior to recording of the Plat, **PERMITTEE** shall provide the **CITY** with proof of marketable title to the Property, either through a currently certified abstract, registered property abstract or title insurance.

m. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Contract shall be defined as a document issued by the **CITY'S** Building Official, which authorizes a structure to be used for its intended purposes.

n. Proof of Authority. The **CITY** requires **PERMITTEE** to provide proof of authority by its governing board to execute this Contract. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of **PERMITTEE**.

o. Recording of This Contract. See Section 17(d) above.

p. Violation of This Contract. If **PERMITTEE** fail to perform any of the terms of this Contract, the **CITY** shall be entitled to recover, from **PERMITTEE** or the issuer of its financial guarantee, the full amount of any and all financial guarantees or withhold the Certificate of Occupancy as defined in Section 16(m) above. Breach of any of the terms of this Contract by **PERMITTEE** shall be grounds for denial of a building permit for any portion of the Property still owned by **PERMITTEE**.

q. Contract Binding On Successors and Assigns. This Contract shall be binding upon the parties, and their respective successors and assigns.

r. Letters of Credit. All letters of credit presented as a financial guarantee, if required prior to issuance of a Certificate of Occupancy, shall be first approved as to form and content prior to acceptance by the **CITY**.

17. Requirements for Building Permit and Certificate of Occupancy.

a. No building permit for any lot in the Plat shall be issued until: (a) a Class 5 driving surface is installed to within 300 feet of the proposed structure; (b) a Certificate of Survey, including the survey information required by the **CITY**, has been supplied to the **CITY** Building Official; (c) all the financial guarantees required by the **CITY** have been satisfied; (d) a permit from the Lower Rum River Watershed Management Organization has been obtained; (e) a permit from Anoka County Soil Conservation District has been obtained (if necessary); and (f) this Contract has been signed and received by the **CITY**.

b. No Certificate of Occupancy for any lot in the Plat shall be issued until: (a) vehicular access to the lot is provided, including installation of at least one layer of bituminous surfacing; (b) all utilities are in place, operational and accepted by the **CITY** in accordance with this Agreement; (c) for lots that have a slope of less than 2%, a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, is provided to the CITY documenting that the flattest grade on the lot is 1% or greater; and (d) boulevard sod and landscape tree, or escrow for same, have been provided.

c. All improvements included in the Permittee Plans, including amendment required of the City Staff Review Letter dated April 26, 2012 are completed, or financial guarantee in the amount of 125% the City Engineer's estimate of the cost of said improvements is secured in the form of cash escrow or letter of credit for the parking lot and related items.

d. Vacant Parcel. The **PERMITTEE** agrees that the vacant 57 acre parcel shall not be considered buildable and shall not be eligble for a Building Permit or Certificate of Occupancy until such time the vacant parcel is subdivided in accordance with City Code requirements to subdivide the parcel by plat. Said platting requirements shall include, but are not limited to, dedicating proper easements, delineating ass floodplain and weltand information, and paying applicable development fees. The vacant parcel shall be subject to applicable processes, application/review fees, and development fees in effect and at the rate in effect at the time said future plat is approved and required agreements are executed.

18. Park Dedication. The **PERMITTEE** is not responsible for Park Dedication Fees, as the net result of the Subdivision does not create an additional buildable lot. The **PERMITTEE** acknowledges that Park Dedication shall be required with future subdivision requests and will be reviewed at the time the **PERMITTEE** submits any request for future subdivision. The rate in effect the time a development contract is

executed for future subdivision shall be collected and paid to the City before release of any future plat.

19. Trail Development Fees. The **PERMITTEE** is not responsible for Trail Development Fees, as the net result of the Subdivision does not create an additional buildable lot. The **PERMITTEE** acknowledges that Trail Development Fees shall be required with future subdivision requests and will be reviewed at the time the **PERMITTEE** submits any request for future subdivision. The rate in effect the time a development contract is executed for future subdivision shall be collected and paid to the City before release of any future plat.

20. Water and Sanitary Sewer Connection (Trunk) Fees. The **PERMITTEE** is not responsible for Trunk Fees, as the net result of the Subdivision does not create an additional buildable lot. The **PERMITTEE** acknowledges that Trunk Fees shall be required with future subdivision requests and will be reviewed at the time the **PERMITTEE** submits any request for future subdivision. The rate in effect the time a development contract is executed for future subdivision shall be collected and paid to the City before release of any future plat.

21. Water and Sanitary Sewer Lateral Fees. The **PERMITTEE** is not responsible for Lateral Fees, as the net result of the Subdivision does not create an additional buildable lot. The **PERMITTEE** acknowledges that Lateral Fees may be required with future subdivision requests and will be reviewed at the time the **PERMITTEE** submits any request for future subdivision. The rate in effect the time a development contract is executed for future subdivision shall be collected and paid to the City before release of any future plat.

22. Stormwater Management Fee. The **PERMITTEE** is not responsible for Stormwater Management Fees, as the net result of the Subdivision does not create an additional buildable lot. The **PERMITTEE** acknowledges that Stormwater Management Fees shall be required with future subdivision requests and will be reviewed at the time the **PERMITTEE** submits any request for future subdivision. The rate in effect the time a development contract is executed for future subdivision shall be collected and paid to the City before release of any future plat.

23. Future Development Fees. **PERMITTEE** agrees that none of the above fees are being collected for any of the outlots in the Plat, and therefore said outlots are subject to similar fees at a future date when such outlots are subdivided for development.

24. Trail Construction. The **PERMITTEE** is not responsible for trail construction.

25. Easements. **PERMITTEE** shall be responsible for drafting and recording easement documents for all easements required by this Contract on private property. Said easements shall be executed prior to the **CITY** releasing the Plat for recording and shall be recorded at the same time as the Plat. The **PERMITTEE** shall provide a thirty (30) foot permanent/perpetual road easement along the Northern property line as indicated on the Permittee Plans. Said easement(s) shall be submitted to the **CITY** for review prior to execution of this Contract.

26. Maintenance Agreement. The **PERMITTEE** is not responsible for any additional maintenance agreements.

27. Notices. All notices required or permitted by this Contract to be given to a party shall be in writing, and shall be either personally delivered or mailed by certified or registered mail to such party at the following address or such other address as such party shall specify in a notice to the other party:

William Makowsky
Makowsky Family Farm, LLC
7040 173rd Ave NW
Ramsey, MN 55303

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

IN WITNESS THEREOF, the parties have hereunto set their hands and seals, the day and year first written above.

City of Ramsey

By: _____
Its Mayor

By: _____
Its City Administrator ✓

Makowsky Family Farm, LLC

By: W M J. Makowsky

Its: Chief Manager_____

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

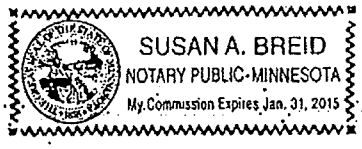
On this 17th day of July 2012, before me a Notary Public within and for said County, personally appeared Bob Ramsey and Kurtis G. Ulrich, to me personally known, who each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of Ramsey, the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

JoAnn E Shaw
Notary Public

JOANN E SHAW
Notary Public
Minnesota
My Commission Expires January 31, 2015

STATE OF MINNESOTA)
)ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 11th day of July, 2012, by William Makowsky, the Chief Manager of Makowsky Family Farm, LLC, a Minnesota limited liability company, on behalf of the limited liability company.



Susan A. Breid
Notary Public

This Document Drafted By:.
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

This Document Reviewed By:
Randall and Goodrich
2140 4th Avenue
Anoka, MN 55303

CONSENT TO CONTRACT

First National Bank of Elk River, a National Banking Association, the holder of those certain mortgages on the described real estate, dated January 9, 2007, filed for record with the County Recorder for Anoka County, Minnesota on January 22, 2007 as Document No. 1990535.006, as modified, hereby consents to the recording this Contract against the Property and to be bound to the terms of the Contract.

IN WITNESS WHEREOF, First National Bank of Elk River, a National Banking Association has caused this Consent to be executed this 10th day of July, 2012.

First National Bank of Elk River,
a National Banking Association

By: _____
Its: Vice President

STATE OF MINNESOTA)
)SS
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 10th day of July, 2012 by Andrew Beck, the Vice President of First National Bank of Elk River, a National Banking Association under the laws of Minnesota, on behalf of the company.

_____
Notary Public

JANICE HEIKKILA
Notary Public
Minnesota
My Commission Expires January 31, 2015

ANOKA COUNTY MINNESOTA

Document No.: 2036331.006 ABSTRACT

I hereby certify that the within instrument was filed in this office for record on: 07/31/2012 10:40:00 AM

Fees/Taxes In the Amount of: $46.00

LARRY W. DALIEN

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

SRM, Deputy

Record ID: 2517371

AMENDED AND RESTATED DEVELOPMENT CONTRACT

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the real property located in Anoka County, Minnesota, legally described as follows:

Parcel A

That part of the West Half of the Northwest ¼ of Section 10, Township 32, Range 25, Anoka County, Minnesota described as follows: Commencing at the Northwest corner of Section 10, Township 32, Range 25; thence Easterly on said Section line 80 rods; thence Southerly parallel with the West line of said Section to Trott Brook; thence Westerly along the channel of said Brook to where the West line of said Section crosses the same; thence Northerly along said line to the place of beginning.

Parcel B

That portion of the West Half of the Northwest Quarter of Section 10, Township 32, Range 25, Anoka County, Minnesota described as follows: Commencing at the Northwest corner of said Section 10; thence North 89 degrees 23 minutes 47 seconds East along the North line of said Section 10, a distance of 481.77 feet to the point of beginning; thence continue North 89 degrees 23 minutes 47 seconds East along said North line of Section 10, a distance of 480.09 feet; thence South 00 degrees 34 minutes 09 seconds East parallel with the West line of said Section 10, a distance of 707.31 feet; thence North 83 degrees 29 minutes 51 seconds West, a distance of 483.67 feet; thence North 00 degrees 34 minutes 09 seconds West parallel with said West line, a distance of 657.59 feet to the point of beginning.

is hereby released from the terms and conditions of that certain Development Contract for Makowsky Family Farms Metes and Bounds Subdivision dated July 12, 2012, filed July 31, 2012 as Document No. 2036331.006, save and except for Paragraph 17(d) which shall survive this Amended and Restated Development Contract.

Signature and Notary Page to Follow.

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 _____, 2020, by _____ and _____, the _____ and _____, respectively, of the City of Ramsey, a Minnesota municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Natalie K. Stubbs
Zappia & LeVahn, Ltd.
941 Hillwind Road NE, Suite 301
Fridley, MN 55432

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

RESOLUTION #20-012

RESOLUTION APPROVING RELEASE OF DEVELOPMENT CONTRACT FOR 7040 173RD AVE NW

WHEREAS, the City of Ramsey, herein referred to as the "City," has approved a development contract for the property generally known as 7040 173rd Ave NW and legally described in Exhibit A (the "Subject Property"); and

WHEREAS, the Subject Property is hereby released from the terms and conditions, save and except for Paragraph 17(d) (Exhibit B) which shall survive this Termination and Release of Development Contract, of that certain Development Contract for Makowsky Family Farms Metes and Bounds Subdivision dated July 12, 2012, filed July 31, 2012 as Document No. 2036331.006.

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

1) That the City, subject to City Attorney review, approves:

   a. Release from the agreement titled Development Contract for Makowsky Family Farms Metes and Bounds Subdivision dated July 12, 2012, as Anoka County Document Number #2036331.006

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:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 14th of April, 2020.

_____
Mayor

ATTEST:

_____

City Clerk

Exhibit A – Legal Description of Subject Property

Parcel A

That part of the West Half of the Northwest ¼ of Section 10, Township 32, Range 25, Anoka County, Minnesota described as follows: Commencing at the Northwest corner of Section 10, Township 32, Range 25; thence Easterly on said Section line 80 rods; thence Southerly parallel with the West line of said Section to Trott Brook; thence Westerly along the channel of said Brook to where the West line of said Section crosses the same; thence Northerly along said line to the place of beginning.

Parcel B

That portion of the West Half of the Northwest Quarter of Section 10, Township 32, Range 25, Anoka County, Minnesota described as follows: Commencing at the Northwest corner of said Section 10; thence North 89 degrees 23 minutes 47 seconds East along the North line of said Section 10, a distance of 481.77 feet to the point of beginning; thence continue North 89 degrees 23 minutes 47 seconds East along said North line of Section 10, a distance of 480.09 feet; thence South 00 degrees 34 minutes 09 seconds East parallel with the West line of said Section 10, a distance of 707.31 feet; thence North 83 degrees 29 minutes 51 seconds West, a distance of 483.67 feet; thence North 00 degrees 34 minutes 09 seconds West parallel with said West line, a distance of 657.59 feet to the point of beginning.

Exhibit B

Paragraph 17d states:

> "Vacant Parcel. The PERMITEE agrees that the vacant 57 acre parcel shall not be considered buildable and shall not be eligible for a Building Permit or Certificate of Occupancy until such time that the vacant parcel is subdivided in accordance with City Code requirements to subdivide the parcel by plat. Said platting requirements shall include, but are not limited to, dedicating proper easements, delineating ass floodplain and wetland information, and paying applicable development fees. The vacant parcel shall be subject to applicable processes, application/review fees, and development fees in effect and at the rate in effect at the time said future plat is approved and required agreements are executed."

CC Regular Session **5. 8.**

Meeting Date: 10/13/2020

Submitted For: Tim Gladhill, Community Development

By: Eric Maass, Community Development

Information

Title:

Adopt Resolution #20-198 Approving Easement Encroachments for 6043 Highway 10 NW; Case of Roman Gadaskin

Purpose/Background:

The purpose of this case is to update the City Council on activities relating to 6043 Highway 10 NW and 6021 Highway 10 NW (former ICO gas station). The Property Owner has been working to make improvements to the industrial building at 6043 Highway 10, specifically the placement of a new ramp for the loading dock. This did result in the encroachment onto drainage and utility easements that contain subgrade utilities. The ramp is removable in the event of an emergency, so this encroachment has been contemplated previously. The Easement Encroachment Agreement allows a legal tool that is commonly used by the City.

Notification:

No notifications required at this time.

Observations/Alternatives:

Currently both City Water and Sanitary Sewer utilities extend north/south between the properties 6043 and 6021 Highway 10 NW. City sewer then extends west underneath the building at 6043 Highway 10 NW. Previously, no drainage and utility easements existed over the water/sewer lines within these properties.

The Property Owner has granted the City a drainage and utility easement over those utilities at no cost to the City. The cost included the Property Owner paid for the drafting of the drainage and utility easement itself and has officially recorded that easement with Anoka County.

Current tenants at 6043 Highway 10 NW were approved for improved ramps adjacent to overhead doors. Previously, there was a dirt ramp and deteriorating concrete platform that were removed from the site and replaced with a new ramp and concrete platform. The property owner is proposing to add an additional moveable metal ramp that would match the ramp currently on site. The ramps will extend into the newly granted drainage and utility easement and thus requires an encroachment agreement. Staff is supportive of this solution as the metal ramps are able to be more easily moved compared to a traditional poured concrete ramp if any future maintenance is required for either the water or sewer utilities.

Staff believes that the ramps would be an aesthetic improvement and assist in the City's effort to clean up the image of the Highway 10 corridor.

Alternative 1: Adopt Resolution #20-198 approving an easement encroachment for 6043 Highway 10 NW. The Property owner granted the easements to the City and Staff believes the moveable ramps are a suitable compromise to allow for future utility maintenance while still supporting the day to day operations of the site for commercial use. Staff supports this alternative.

Funding Source:

Staff handles requests like this as part of their normal duties.

Recommendation:

Staff recommends adoption of Resolution #20-198 approving the proposed Easement Encroachment Agreement for 6043 Highway 10.

Action:

Motion to adopt Resolution #20-198 approving the proposed Easement Encroachment agreement for 6043 Highway 10 NW.

Attachments

Easement Encroachment Exhibit

Res 20-198: Approving Easement Encroachment

Encroachment Agreement

Aerial view of existing ramp

Previous concrete platform at 6043 Hwy 10

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	09/16/2020 01:54 PM
Tim Gladhill	Eric Maass	09/22/2020 07:17 PM
Bruce Westby	Bruce Westby	10/07/2020 03:50 PM
Bruce Westby	Bruce Westby	10/08/2020 04:00 PM
Bruce Westby	Bruce Westby	10/08/2020 04:00 PM
Tim Gladhill	Tim Gladhill	10/08/2020 04:09 PM
Kurt Ulrich	Kurt Ulrich	10/08/2020 04:42 PM
Kurt Ulrich	Kurt Ulrich	10/08/2020 04:42 PM
Form Started By: Eric Maass		Started On: 01/02/2019 09:50 AM
Final Approval Date: 10/08/2020		



Legend

RAMPS

PERMANENT UTILITY EASEMENT

EXISTING UTILITIES

PARCEL LINES

City of RAMSEY

6043 HWY. 10
Easement Encroachment Exhibit

N

Date: 9/10/2020

0 30

1 inch = 30 feet

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

RESOLUTION #20-198

RESOLUTION APPROVING AN ENCROACHMENT AGREEMENT FOR DETACHABLE LOADING RAMPS PARTIALLY LOCATED WITHIN A DRAINAGE AND UTILITY EASEMENT AT 6043 HIGHWAY 10 NW AND DECLARING TERMS OF SAME

WHEREAS, Roman Gadaskin, hereinafter referred to as the "Applicant," have requested an Encroachment Agreement for detachable loading ramps (the "Structure") that partially encroaches upon a drainage and utility easement (the "Easement") on the property generally known as 6043 Highway 10 NW and legally described as follows:

Lot 23, AUDITORS SUBDIVISION No. 96, Anoka County, Minnesota

(the "Subject Property").

WHEREAS, the Applicant has granted the City a drainage and utility easement where one previously did not exist over underground utilities between 6021 Highway 10 NW and 6043 Highway 10 NW; and

WHEREAS, the ramps while secured to the cement landing are secured via bolts that can be detached if need be to allow for any future maintenance on underground utilities to be completed; and

WHEREAS, the City Engineer has found that the moveable ramps will not negatively impact the drainage in the Easement; and

WHEREAS, the Encroachment Agreement will allow the Property Owner to improve the aesthetic looks of the property through the instillation of these movable ramps which will contribute to overall improvement of the Highway 10 corridor which is a goal of the City of Ramsey; and

WHEREAS, City Council reviewed the request on October 13, 2020.

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

1. That, contingent upon the Applicant entering into an Encroachment Agreement with the City, the Applicant may continue to use and maintain the proposed ramps in accordance with the terms and conditions contained within the Encroachment Agreement.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly adopted by the Ramsey City Council this the 13th day of October, 2020.

_____
Mayor

ATTEST:

_____
City Clerk

ENCROACHMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made this 22nd day of September, 2020, by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota ("City"), and **13120 Sunset Trail, LLC.** and their successors and assigns ("Landowner").

RECITALS:

WHEREAS, Landowner is the fee owner of the real property generally located at 6043 Highway 10 NW, Ramsey, Minnesota and legally described as follows:

Lot 23, AUDITORS SUBDIVISION No. 96, Anoka County, Minnesota

("Property"); and

WHEREAS, the City currently has Drainage and Utility Easements (the "Easements") over, under and across a portion of the Property, as dedicated to the public pursuant to the Plat known as "Auditors Subdivision No, 96" recorded in the Office of the County Recorder, Anoka County, Minnesota, which Easements are shown on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Landowner seeks permission from the City to encroach upon the Easements to install and maintain two (2) moveable ramps (the "Ramps").

WHEREAS, the Ramps would be located on the Property as shown on Exhibit "B".

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

1. The City hereby approves an encroachment on and over the Easements by Landowner for the purposes of installing and maintaining the Ramps as shown on Exhibit "A" over that part of the Easements as shown in Exhibit "A" subject to the terms of this Agreement. Landowner shall not expand the Ramps in size or length unless approved in writing by the City and no change in the existing grade by Landowner is allowed under this Agreement.

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

3. The Landowner shall be responsible for all costs relating to use, maintenance and repair of the Ramps.

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

5. In the event that Landowner fails to take any action required in this Agreement and the City is required to remove, repair, reconstruct or take other actions to maintain the City's utilities, as a result of the Landowner's use and maintenance of the Ramp, the City may take any and all actions permitted by law to collect the costs of those repairs and the City may further levy an assessment against the Property for all costs incurred by the City. Landowner waives any and all rights to challenge or appeal the assessment.

6. Landowner and their successors and assigns do hereby agree to defend, indemnify, and hold the City harmless from any and all costs and expenses, all claims and liability, including attorney's fees, relating to or arising from granting the Landowner permission to encroach on the Easements for the maintenance, use, and operation of the Ramps.

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

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

TO LANDOWNER: _____
_____
_____
_____

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

8. This Agreement shall be recorded against the title to the Property and shall be enforceable against Landowner's successors and assigns.

CITY OF RAMSEY

By: _____ By: _____
John LeTourneau, Mayor Kurtis G. Ulrich, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

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

_____
Notary Public

LANDOWNER:

_____

By: _____

Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20_, by _____, the _____ for _____.

_____
Notary Public

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

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

EXHIBIT "A"
Ramp Exhibit Site Plan






ADS
ENTR

CC Regular Session **5. 9.**

Meeting Date: 10/13/2020

By: Chloe McGuire Brigl, Community Development

Information

Title:

~~Adopt Resolution #20-226 Approving Abatement of 6745 Highway 10 NW; Case of Independent Auto -~~ **This case was moved from Consent 5.09 to be considered on the regular agenda as Case 7.00**

Purpose/Background:

The purpose of this case is to approve an abatement of 6745 Highway 10 NW (The "Subject Property") which is a commercial property owned by the City of Ramsey and rented to Independent Auto (the "Tenant"). The City of Ramsey has had continued Zoning Code Violations on the Subject Property related to off-street parking violations; specifically inoperable and unlicensed vehicles onsite. In addition, there have been Public Nuisance Code Violations related to outdoor storage of junk items such as tires and pallettes.

Notification:

No notification required. Staff did attempt to notify the property renter of this case.

Observations/Alternatives:

In the past, the Subject Property has come into compliance after several notices. However, since this is a repeat offense, Staff has sent the first notice of violation and is requesting approval from the City Council to approve abatement the items that are not in compliance since it's a City-owned property. Staff believes that City-owned properties need to be held to the same, if not higher standards than other commercial properties throughout the City.

With the first notice of violation in September 2020, there were over fifty (50) vehicles out of compliance. Several of vehicles have been onsite since 2019, indicating that they are not actively being repaired and are not related to the use onsite. Staff believes that some of these vehicles are being used for parts for other vehicles, which is not allowed. Staff reinspected the Subject Property and there are still numerous vehicles that are out of compliance. Many vehicles also remained onsite from the first inspection almost a month prior. As photo evidence will show, there are multiple signs of many of these vehicles not being moved for a considerable amount of time.

During an abatement, Staff works with Northstar Towing. Vehicles are towed off-site and are charged to the owner upon pickup. The City will not be charged for the removal of vehicles. Staff will start with vehicles that are unlicensed, inoperable, and those that have been onsite the longest.

As noted, this Property is owned by the City. It was originally purchased for future ROW for Highway 10 as part of the Highway 10 Plans in the mid-2000s. Said plan has since changed and it is anticipated that the City will sell this property once the Highway 10 Project is complete (exact ROW needs are still not yet finalized, so it would be premature to sell now). The City has a lease with Independent Auto that expires on March 31, 2021. Staff is recommending that the lease not be renewed with this tenant and said direction is included in the attached resolution. This tenant has required extra attention from Staff, and Staff estimates that they have spent at least 20 hours attempting to get this property into compliance throughout the last year or so. The sheer number of vehicles onsite requires significant Staff time to inventory. In order to abate, the City is required to take photos of each vehicle and maintain an inventory with make, model, and license plate number. This then needs to be updated for each violation notice.

To date, Staff has inspected the Property on the following occasions. Prior to that, the City has made several attempts to clean the property through lease negotiations. Compliance is often generally achieved, but repeatedly

falls out of compliance.

- June 14, 2019
- July 12, 2019
- August 28, 2019
- September 3, 2020
- October 2, 2020

The Property has been sent notices on:

- June 13, 2019
- July 18, 2019
- September 24, 2019
- November 14, 2019
- September 16, 2020
- October 7, 2020 (Abatement Notice)

Funding Source:

Staff handles all Code Enforcement as part of regular duties.

Recommendation:

Staff recommends that the City Council adopt Resolution #20-226.

Action:

Motion adopt Resolution #20-226 approving abatement of 6745 Highway 10 NW - Independent Auto.

Attachments

First Notice of Violation
Vehicle Inventory October 2, 2020
Abatement Notice
Resolution 20-226

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	10/07/2020 06:55 PM
Tim Gladhill	Tim Gladhill	10/08/2020 01:31 PM
Kurt Ulrich	Kurt Ulrich	10/08/2020 01:42 PM
Form Started By: Chloe McGuire Brigl		Started On: 10/02/2020 10:50 AM
Final Approval Date: 10/08/2020		

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

September 16th, 2020

Allen Cameron Berg
Or Current Owner
7470 152nd Ln NW
Ramsey, MN 53033

Independent Auto
Or Current Owner
6745 Highway 10 NW
Ramsey, MN 53033

-FIRST NOTICE OF VIOLATION -

RE: Various Violations in the COR Business District on Anoka County PID #34-32-25-12-0008; (6745 Highway 10 NW)

Dear Property Owner:

The City of Ramsey has adopted ordinances that are designed to keep the community safe, healthy and attractive. A recent inspection of the above premises revealed the following violations of the Ramsey City Code as listed below:

- **Section 30-3 – Property conditions constituting a public nuisance. (6), (25), and (26).**

  (6) The storage or accumulation of waste, refuse, or garbage that is not contained in a closed container designed or reasonably adapted for such purpose, except for 30 days preceding pick-up by a hauler. This includes any accumulation of appliances, plumbing fixtures, furniture, equipment, remnants of wood (decayed or weathered) unused construction materials, stockpiles of rocks or dirt, or any items that could not be put to use in the manner that they are intended.
    - **Items on the property include wood pallets, tires, motors, etc.**

  (25) The outdoor or outside storage of any abandoned or inoperable vehicles.
    - **Inoperable vehicle means any motor vehicle which cannot meet all of the following criteria**:
      - (1) The vehicle must be able to be driven or propelled under its own power upon demand in its existing condition; and
      - (2) The vehicle must be able to be driven or propelled under its own power in a safe manner and not be wrecked, junked, or dismantled at the time of inspection and/or abatement; and
      - (3) The vehicle must have current license plates and tabs; and
      - (4) The vehicle must have current proof of liability insurance, as required by state law.
    - **Vehicles cannot be triple stacked, only double stacked is allowed**.

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

- **We also noticed cobwebs forming between vehicles, indicating that they have been there for a substantial amount of time and are not customer-owned and operated.**

(26) The outdoor or outside storage of any part of a motor vehicle or piece of machinery that is deteriorating or unusable or intended to be used as salvageable parts.

- **Section 117-120 – H-1 Highway 10 Business District – (b) Permitted uses**
  - Auto cannibalization is not an allowed business in the H-1 Highway 10 Business District, nor anywhere else in the City of Ramsey.

Since this is a repeated violation within the last 12 months, you are receiving a $250 administrative citation. **You have 14 days from the date of this letter to complete the following (or you will receive another $250 citation)**:

- Outside storage of waste/refuse/junk
  - **Properly store or dispose of all materials stored outside**
- Inoperable vehicles
  - **Properly tab and license all vehicles on the property; or**
  - **Remove all "inoperable" vehicles from the property.**
- Auto Cannibalization
  - **Cease all activity related to the business of automotive cannibalization.**
  - You may not use parts from other vehicles on the property to repair customer vehicles. While on site, we noticed numerous openly stored auto parts such as motors, seats, tires, and other items that are indicative that those vehicles are being used to source parts for other vehicles.

Please contact me at (763) 576-4314 to schedule an inspection after the violations, and to answer any questions you may have.

Sincerely,

Brian McCann, Planning Technician
(763) 576-4314 | bmccann@cityoframsey.com
Ramsey Planning Department

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

Inventory of Vehicles at 6710 Highway 10 NW (Independent Auto)

Vehicle Color	Vehicle Make	Vehicle Model	License	Tabs Date	VIN	Image(s) Number	Additional Notes
Black	Chevy		487-TVN	Nov-20	2GCEK13T861140130	0259, 0260	
White	Dodge	Ram 1500	DEH-671	Jul-21	1B7HF16Y2WS771108	0261, 0262, 0263, 0264	
White	Chevy	Cavalier	472-NBY	Feb-21	1G1JC5244Y7318319	0265, 0266, 0267	
Black	Mercury	Sable	DEJ-165	Mar-20	1MEHM42W58G615614	0268, 0269, 0270	Expired tabs - does not meet code
Brown	Toyota	Camry	087-ELU	Sep-19	Photo illegible	0271, 0272	Expired tabs - does not meet code
Black/Dark Blue	Pontiac		407-VGP	Sep-19	3G7DA03E95S504289	0273, 0274, 0275	Expired tabs - does not meet code, was there in 2019
Light Blue	Saturn		559-VAL	Jun-20	1G8ZS57B48F274035	0276, 0277, 0278	Expired tabs - does not meet code
White	GMC		YNB5149	Feb-21	1GTHK33J4VF026074	0279, 0280, 0281	Equipment in truck bed
Grey	Chevy		005-VGN	Jun-21	3GNFK16R2XG246092	0282, 0283, 0284	
Blue	Mazda	3	DWX-276	Oct-20	JM1BK343X61402751	0285, 0286	
Grey	Buick	Terraza CXL	057-TWW	Feb-20	5GADV33156D157583	0287, 0288	Expired tabs - does not meet code
Tan	Buick	Rendezvous	691-NMR	Sep-19	3G5DA03EX5S520638	0289, 0290	Expired tabs - does not meet code
Light Blue			RAV-578	Jul-06		0291, 0292, 0293, 0294	Expired tabs - does not meet code, tire rims in vehicle
Red	Toyota	Camry LE	786-JLL	May-20	4T1BE32K64U294542, photo illegible	0295, 0296, 0297, 0298	Expired tabs - does not meet code
Grey	Chevy	Silverado	ACP-911	Oct-20	1GCEK19T63E214453	0299, 0300, 0301	
Red	Hyundai	Sonata	BXW-953	Oct-20	5NPEB4AC0CH341857	0302, 0303, 0304	
Grey	Jeep		968-THX	Nov-20	1J4GW48S53C599095	0305, 0306, 0307	
Grey	Chevy	Impala LS	676-MWV	Sep-19	2G1WH52K849428899	0308, 0309, 0310, 0311, 0312	Expired tabs - does not meet code, flat tire
Grey	Toyota		154-MJV	Oct-20	4T1BF28K2XU079091, photo illegible	0313, 0315, 0316	
White	Chevy		BXX-422	Dec-20	1GNEK18K8SJ320506	0317, 0318, 0319, 0321	Plow attachment
White	Xfinity Van		AA7600	N/A	1FTNE24L26DB16017	0322, 0323, 0324, 0325	
Brown	Kia	Optima	BDT-301	Aug-20	5XXGM4A76DG245105	0326, 0327, 0328	Expired tabs - does not meet code
Tan	Toyota	Camry XLE	798-XJY	Jul-20	4T1BE32K93U248573	0329, 0330	Expired tabs - does not meet code
Tan	Toyota	Camry LE	BXX-623	Jan-20	4T1BG22K6WU273066	0331, 0332	Expired tabs - does not meet code
Grey	Hyundai		CMN-625	Jul-20	KMHWF25S95A177657	0333, 0334	Expired tabs - does not meet code
Tan	Kia		MDG-404	Mar-20	KNDMG4C76B6370284	0335, 0336	Expired tabs - does not meet code
Grey	Lincoln	Zephyr	287-RYG	Oct-20	3LNHM26156R610306	0337, 0338, 0340	
Red	Chevy	Silverado	MPH-746	Mar-21	1GCPKSE75CF188056	0341, 0342, 0343	
Black	GMC	Yukon	559-VHW	Jul-20	1GKEK13ZX4R285764	0344, 0345, 0346	Expired tabs - does not meet code
Grey	Volkswagon	Jetta	CBM-163	Nov-20	3VW3L7AJ8BM075286	0347, 0348, 0349	
Light Blue	Chrysler	Pacifica	600-VJC	Oct-20	2A8GM68X98R609086	0350, 0351, 0352	
White	Chevy	Suburban	ATC-393	Nov-20		0355, 142509	
Black	Buick	Le Sabre	BDL-871	Aug-21	1G4HR54K64U183979	140431, 140454	
Tan	Buick	Century	980-NCA	Jun-21	2G4WS52J941179281	140505, 140512, 142252	
Tan	Volvo	S40	DEH-166	Jan-21	Photo illegible	140519, 140528	
Black	Nissan	Altima	DEJ-062	Sep-20	1N4BL11EX6C128761	140535, 140542	Expired tabs - does not meet code
Black	Jeep		AUC-941	Mar-21	1J4NF1FB0BD219064	140549, 140555	
Grey	Nissan	Murano SL			JN8AZ08W15W44510	140603, 140608, 140613, 140616	No license - does not meet code, broken driver's door handle
Grey	Saturn		037-TZC	Nov-19	1G87K527927129548	140624, 140635	Expired tabs - does not meet code
Red	Ford		EA-9650		1FTW31P67EA6780	140644, 140650	State vehicle
Grey	Dodge	SLT			Photo illegible	140658, 140708, 140712, 140714, 140719	
Blue			BJK-035	Jul-20	IFALP65L2TK209	140728, 140737	Expired tabs - does not meet code
Black	Dodge	Limited 4x4	623-WNB	Jan-21	3C6UR5GL8FG553351	140746, 140754	
Tan	Chevy	Silverado LTZ	808-NYD	Oct-20		140803	
White	Cargo Truck		YAY8629	Feb-15		140818, 140820, 140822, 140825	Ladders under vehicle
Dark Blue	Ford	E-150	123-RWA	May-20	IFMREIIL3YHA04902	140827, 140837	Expired tabs - does not meet code, was there in 2019
White	Chevy		110-HNB	Aug-17	1GNET16P846241046	140846, 140851	Expired tabs - does not meet code
Tan	Chevy		517-UUZ	Oct-19	2GCEK19T821204233	140857, 140901, 140904	Expired tabs - does not meet code, flat tire, was there in 2019 (But noted as Silver Chevy Silverado)
Blue	Nissan		ABX-368	Jun-20	1N4BA41EX5C818614	140908, 140912, 140917	Expired tabs - does not meet code, flat tire, was there in 2019
Red	Jeep		DEH-895	Jan-20	1J4GL48K53W729626	140919, 140923	Expired tabs - does not meet code
Tan	Chevy		167-MBE	Apr-19	1G1ND52F05M251442	140929, 140931, 140935, 140950	Expired tabs - does not meet code, flat tire
Black	Chevy		350-NCB	Mar-20	2G1WB58K569357477	140941, 140942, 140946	Expired tabs - does not meet code
Dark Green	Ford	F-150	006-DKW	May-20	TFTRW08L23KB92177	140959, 141001, 141009	Expired tabs - does not meet code, was there in 2019
White	Cargo Van		YAF6962	Feb-19		141018, 141021, 141034	Expired tabs - does not meet code, broken turn signal
Red	Chevy	Impala	421-NCR	Apr-19	2G1WH52K849271925	141037, 141044	Expired tabs - does not meet code, was there in 2019

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

White	Chevy	[redacted]	671-HXA	Jan-18	3GNFK16Z22G243184	141044(0), 141051	VIN may be interchangable with red Chevy Impala's
Grey	Chevy	Silverado	DPG-858	Jan-21	1GCEK19T74Z136212	141055, 141059, 141107	Vehicle parts in truck bed
Tan	Chrysler	[redacted]	CLE-728	Mar-20	CP74L43R233655, photo illegible	141109, 141121, 141130	Expired tabs - does not meet code
Dark Blue	Chevy	[redacted]	MEP-650	Aug-19	3GCPKSE36BG352375	141139, 141148	Expired tabs - does not meet code
Red	Chevy	Blazer	874-HDD	Sep-19	[redacted]	141159, 141200	Expired tabs - does not meet code
Dark Blue	Chrysler	[redacted]	448-EHB	Jul-20	IC3EL55RI4NI86386	141201, 141205	Expired tabs - does not meet code
White	[redacted]	[redacted]	069-VZV	Jan-20	1G6KD54Y25U219264	141213, 141217	Expired tabs - does not meet code, was there in 2019 (Cadillac Seville)
Dark Blue	Chevy	[redacted]	599-RMY	Jun-20	[redacted]	141225	Expired tabs - does not meet code
White	[redacted]	[redacted]	[redacted]	[redacted]	2GCEK19T811318585	141227, 141230	
Dark Blue	Toyota	[redacted]	CDE-938	Sep-19	[redacted]	141239, 141242, 141254, 141256, 141258	Hood propped open, cobwebs, expired tabs
Dark Blue	Chevy	[redacted]	280-MUE	Jan-16	3GNFK16T1YG135434	141312, 141313, 141316	Expired tabs - does not meet code
Dark Green	Chevy	SK1	805-VCV	Jul-20	2GCEK19T121336234	141321, 141324, 141329, 141332, 141333	Expired tabs - does not meet code, was there in 2019
Grey	Chevy	[redacted]	ACR-686	Sep-19	1GCHK23G53F158353	141341, 141343, 141348	Expired tabs - does not meet code
Blue	Chevy	Prizm	CXB-558	Feb-20	[redacted]	141351, 141451	Expired tabs - does not meet code, flat tire
Red	Chevy	[redacted]	809-KPW	Jan-20	2GCEK19T7X1192390, photo illegible	141409, 141412, 141414, 141420	Expired tabs - does not meet code, flat tire
Red	Chevy	[redacted]	797-XJY	Jun-20	1GCGK29R2TE248330	141424, 141425, 141427, 141431, 141433, 141436, 141438, 141524, 141526(0), 141526	Expired tabs - does not meet code, popped hood from dent on driver's side, vehicle parts in truck bed, flat tire
Grey	Chevy	[redacted]	767-NDD	Mar-21	1G1ZS57F97F257117	141445, 141449	
Dark Green	Chevy	Silverado	522-WET	Jan-21	1GCEK19T83E177888	141528, 141536	
[redacted]	[redacted]	[redacted]	EFE-147	May-21	5GTDN136968104921	141555, 141559	
Tan	Dodge	[redacted]	057-TNE	Aug-19	[redacted]	141604, 141615, 141616	Expired tabs - does not meet code
Grey	Dodge	Avenger	348-XJY	Jun-20	Photo illegible	141623, 141630, 141637	Expired tabs - does not meet code, broken side mirror
White	Ford	[redacted]	113-LGX	Mar-20	2FMDK4JC9ABB24842	141648, 141652, 141654, 141710, 141714, 141716, 141718	Expired tabs - does not meet code, cobwebs, cardboard box in hood
Yellow	Scion	[redacted]	071-PGD	Jan-21	LKE50E281054655	141739, 141749	
Grey	Saturn	[redacted]	084-THT	Feb-20	1G8ZY1270YZ173924	141753, 141759	Expired tabs - does not meet code
Black	Ford	ZX4	626-RYZ	Dec-20	IFAFP34N16WI73633	141801, 141807, 141809, 141812	Cosmetic damage by driver's side front tire
Grey	Dodge	[redacted]	MCN-323	Feb-19	Photo illegible	141819, 114824(0), 114824	Expired tabs - does not meet code, was there in 2019
Red	Chevy	[redacted]	BDH-509	Jul-20	1GNEK13Z02J343721	114829, 141835, 141843	Expired tabs - does not meet code
White	Scion	[redacted]	589-WRB	Apr-20	[redacted]	141845	Expired tabs - does not meet code, was there in 2019
Red	Buick	[redacted]	367-WDX	Aug-19	[redacted]	141855	Expired tabs - does not meet code
Tan/Grey	Ford	[redacted]	524-LKN	Aug-20	1GNDT13W5X2218973	141907, 141910, 141922, 141929	Expired tabs - does not meet code, was there in 2019 (but noted as Silver Chevy Blazer?)
White	Ford	F-250	[redacted]	[redacted]	IFTNW2IP04ED73544	141942, 141958	
Black	Chevy	[redacted]	BXW-190	Oct-19	Photo illegible	142005, 142014, 142048	Expired tabs - does not meet code
Grey	Chevy	[redacted]	BXX-420	Feb-20	1GNEV23D09S143X64	142019, 142024	Expired tabs - does not meet code
Blue	Ford	500 Limited	MHE-683	Dec-19	1FAHP251376131268	142027, 142039	Expired tabs - does not meet code
Grey	Volvo	S80 T6	941-MKC	Feb-19	YV1TS90D1Y1087471	142043, 142051, 142106	Expired tabs - does not meet code
Grey	Dodge	Dakota	640-DKM	May-17	[redacted]	142108, 142113, 142114, 142117, 142127, 142137	Expired tabs - does not meet code, was there in 2019
Light Blue	Pontiac	Grand Prix	433-NBZ	Jul-20	[redacted]	142119, 142131, 142133	Expired tabs - does not meet code, dent on driver's side rear of vehicle, flat tire, was there in 2019
Grey	Nisan	Altima	650-LKN	Sep-20	1N4BA41E24C920939	142140, 142147, 142148	Expired tabs - does not meet code, cracked windshield
Grey	Ford	[redacted]	[redacted]	[redacted]	1FAHF2M88DG199828	142151, 142159, 142204, 142206	
Grey	Volvo	[redacted]	DEH-168	Jan-21	YV1MS382772315471	142209, 142222	
Purple	Chrysler	PT Cruiser	128-TNP	Nov-20	Photo cut off - 38B12T298053	142225, 142231, 142246	
White	Tow Truck	[redacted]	YBX3496	Feb-21	[redacted]	142328	
Red	Chevy	Silverado	186-TME	Nov-20	[redacted]	142411	
Yellow	GMC	[redacted]	407955	[redacted]	[redacted]	142446	Collector plates

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

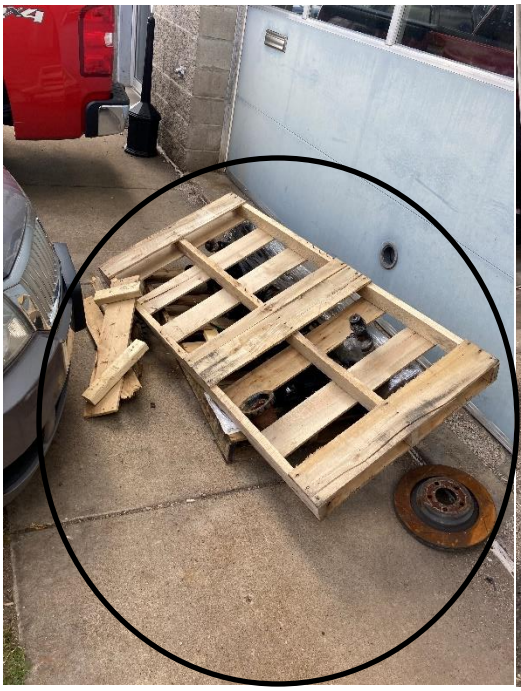
Miscellaneous Items at 6710 Highway 10 NW (Independent Auto)

Item	*Image(s) Number*
Pallets	0339, 0353, 141643, 142359, 142403, 142419, 142420, 142459, 142500
Vehicle parts	0339, 0353, 0354, 0356, 141539, 141540, 141643, 142403, 142436, 142437, 142451, 142454, 142456, 142517, 142522, 142527, 142544, 142546, 142556, 142606, 142611, 142619, 142621
Rags, cloth	0356, 142517
Various vehicles	141505, 141508, 141546, 141548, 141549, 141604, 142249, 142333, 142334
Tires	141533, 141540, 141643, 142359, 142419, 142420, 142428, 142454, 142456, 142501, 142502, 142527, 142534, 142613, 142617, 142625
In-shop photos	142408, 142411, 142436, 142446, 142451, 142452, 142455, 142504, 142506, 142517, 142522, 142525, 142527, 142534, 142544, 142546, 142556, 142606, 142611, 142613, 142617, 142619, 142621, 142625, 142635

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

Exhibits 1-20: Items stored outside that need to be properly sheltered or removed











STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

PLEASE CONTACT THE PLANNING DEPARTMENT BEFORE FILING AN APPEAL

You may request a hearing before a Hearing Examiner regarding these violations. Your request must be filed in writing addressed to the Chief of Police within fourteen (14) days from the date you receive this notice and your request MUST identify with specificity the basis for your objection to the interpretation of the Code and the Notice of Violation for requesting the hearing. A $250 filing fee must also accompany your hearing request. The Police Chief's name and address is as follows:

Jeff Katers, Chief of Police
Ramsey Police Department
7550 Sunwood Drive NW
Ramsey, MN 55303

If you fail to correct the violations and come into compliance with the City Code or request a hearing within the fourteen (14) day period, you may be subject to an administrative fine AND the City will come onto the Property and correct (abate) the violations, and assess the costs of abatement along with any penalties and interest incurred. Those costs will be certified to the county auditor and will be collected along with current taxes the following year or in annual installments not exceeding ten as the City Council may determine. The assessments will remain a perpetual lien on the Property until paid in full.

You are further notified that any item removed from the Property by the City will be held for 15 days prior to disposal. Within said 15 days you may reclaim the items held by the City after paying all fees incurred by the City associated with the abatement. If you do not contact the City within 15 days to reclaim the items, all items will be disposed of and sold. Any abated items that are reclaimed and returned to the Property owner that are found to be in violation of the City Code's nuisance provisions shall be abated immediately by the City.

Inventory of Vehicles at 6710 Highway 10

Vehicle Color	*Vehicle Make*	*Vehicle Model*	*License*	*Tabs Date*	*VIN*	*Image(s) Number*
Black	Ford	Expedition	515-VRC	May-21	NMRUI8W6WLB93803	IMG_0432, IMG_0433
Black	Chevy	Silverado	CMN-583	Jun-21	2GCEK13T251400150	IMG_0434, IMG_0435, IMG_0436, IMG_0437
Black	Dodge	Dart			1C3CDFBH9DD210445	IMG_0438, IMG_0439, IMG_0440, IMG_0441, IMG_0442
Grey	Nissan	Maxima	650-LKN	Sep-20	1N4BA41E24C920939	IMG_0443, IMG_0444, IMG_0445
Red	Ford	Explorer	CYB-589	May-21	1FM5K8088DGA12320	IMG_0446, IMG_0447, IMG_0448
Grey	GMC	Terrain			2GKF1XE58C6293726	IMG_0449, IMG_0450, IMG_0451
Blue	Ford	500 Limited	MHE-683	Dec-19	1FAHP25107G131268	IMG_0452, IMG_0453, IMG_0454, IMG_0455
Light Blue	Pontiac	Grand Prix	433-NBZ	Jul-20		IMG_0456, IMG_0457, IMG_0458
Black	Chevy	Silverado	BWV-111	Oct-20	3GCPKSE7XCG155598	IMG_0459, IMG_0460, IMG_0461
Grey	Chevy	Traverse LT	BXX-420	Feb-20	1GNEV23D09S143X64	IMG_0462,IMG_0463, IMG_0464
Black	Chevy	Equinox LT	BXW-190	Oct-20	Photo illegible	IMG_0465,IMG_0466, IMG_0467, IMG_0468
Black	Chevy		487-TVN	Nov-20	2GCEK13T861140130	0259, 0260
White	Dodge	Ram 1500	DEH-671	Jul-21	1B7HF16Y2WS771108	0261, 0262, 0263, 0264
White	Chevy	Cavalier	472-NBY	Feb-21	1G1JC5244Y7318319	0265, 0266, 0267
Black	Mercury	Sable	DEJ-165	Mar-20	1MEHM42W58G615614	0268, 0269, 0270

Brown	Toyota	Camry	087-ELU	Sep-19	Photo illegible	0271, 0272
Black/Dark Blue	Pontiac		407-VGP	Sep-19	3G7DA03E95S504289	0273, 0274, 0275
Light Blue	Saturn		559-VAL	Jun-20	1G8ZS57B48F274035	0276, 0277, 0278
White	GMC		YNB5149	Feb-21	1GTHK33J4VF026074	0279, 0280, 0281
Grey	Chevy		005-VGN	Jun-21	3GNFK16R2XG246092	0282, 0283, 0284
Blue	Mazda	3	DWX-276	Oct-20	JM1BK343X61402751	0285, 0286
Grey	Buick	Terraza CXL	057-TWW	Feb-20	5GADV33156D157583	0287, 0288
Tan	Buick	Rendezvous	691-NMR	Sep-19	3G5DA03EX5S520638	0289, 0290
Light Blue			RAV-578	Jul-06		0291, 0292, 0293, 0294
Red	Toyota	Camry LE	786-JLL	May-20	4T1BE32K64U294542, photo illegible	0295, 0296, 0297, 0298
Grey	Chevy	Silverado	ACP-911	Oct-20	1GCEK19T63E214453	0299, 0300, 0301
Red	Hyundai	Sonata	BXW-953	Oct-20	5NPEB4AC0CH341857	0302, 0303, 0304
Grey	Jeep		968-THX	Nov-20	1J4GW48S53C599095	0305, 0306, 0307
Grey	Chevy	Impala LS	676-MWV	Sep-19	2G1WH52K849428899	0308, 0309, 0310, 0311, 0312
Grey	Toyota		154-MJV	Oct-20	4T1BF28K2XU079091, photo illegible	0313, 0315, 0316
White	Chevy		BXX-422	Dec-20	1GNEK18K8SJ320506	0317, 0318, 0319, 0321
White	Xfinity Van		AA7600	N/A	1FTNE24L26DB16017	0322, 0323, 0324, 0325
Brown	Kia	Optima	BDT-301	Aug-20	5XXGM4A76DG245105	0326, 0327, 0328
Tan	Toyota	Camry XLE	798-XJY	Jul-20	4T1BE32K93U248573	0329, 0330
Tan	Toyota	Camry LE	BXX-623	Jan-20	4T1BG22K6WU273066	0331, 0332
Grey	Hyundai		CMN-625	Jul-20	KMHWF25S95A177657	0333, 0334
Tan	Kia		MDG-404	Mar-20	KNDMG4C76B6370284	0335, 0336
Grey	Lincoln	Zephyr	287-RYG	Oct-20	3LNHM26156R610306	0337, 0338, 0340
Red	Chevy	Silverado	MPH-746	Mar-21	1GCPKSE75CF188056	0341, 0342, 0343
Black	GMC	Yukon	559-VHW	Jul-20	1GKEK13ZX4R285764	0344, 0345, 0346
Grey	Volkswagon	Jetta	CBM-163	Nov-20	3VW3L7AJ8BM075286	0347, 0348, 0349
Light Blue	Chrysler	Pacifica	600-VJC	Oct-20	2A8GM68X98R609086	0350, 0351, 0352
White	Chevy	Suburban	ATC-393	Nov-20		0355, 142509
Black	Buick	Le Sabre	BDL-871	Aug-21	1G4HR54K64U183979	140431, 140454

Tan	Buick	Century	980-NCA	Jun-21	2G4WS52J941179281	140505, 140512, 142252
Tan	Volvo	S40	DEH-166	Jan-21	Photo illegible	140519, 140528
Black	Nissan	Altima	DEJ-062	Sep-20	1N4BL11EX6C128761	140535, 140542
Black	Jeep		AUC-941	Mar-21	1J4NF1FB0BD219064	140549, 140555
Grey	Nissan	Murano SL			JN8AZ08W15W44510	140603, 140608, 140613, 140616
Grey	Saturn		037-TZC	Nov-19	1G87K527927129548	140624, 140635
Red	Ford		EA-9650		1FTW31P67EA6780	140644, 140650
Grey	Dodge	SLT			Photo illegible	140658, 140708, 140712, 140714, 140719
Blue			BJK-035	Jul-20	IFALP65L2TK209	140728, 140737
Black	Dodge	Limited 4x4	623-WNB	Jan-21	3C6UR5GL8FG553351	140746, 140754
Tan	Chevy	Silverado LTZ	808-NYD	Oct-20		140803
White	Cargo Truck		YAY8629	Feb-15		140818, 140820, 140822, 140825
Dark Blue	Ford	E-150	123-RWA	May-20	IFMREIIL3YHA04902	140827, 140837
White	Chevy		110-HNB	Aug-17	1GNET16P846241046	140846, 140851
Tan	Chevy		517-UUZ	Oct-19	2GCEK19T821204233	140857, 140901, 140904
Blue	Nissan		ABX-368	Jun-20	1N4BA41EX5C818614	140908, 140912, 140917
Red	Jeep		DEH-895	Jan-20	1J4GL48K53W729626	140919, 140923
Tan	Chevy		167-MBE	Apr-19	1G1ND52F05M251442	140929, 140931, 140935, 140950
Black	Chevy		350-NCB	Mar-20	2G1WB58K569357477	140941, 140942, 140946
Dark Green	Ford	F-150	006-DKW	May-20	TFTRW08L23KB92177	140959, 141001, 141009
White	Cargo Van		YAF6962	Feb-19		141018, 141021, 141034

Red	Chevy	Impala	421-NCR	Apr-19	2G1WH52K849271925	141037, 141044
White	Chevy		671-HXA	Jan-18	3GNFK16Z22G243184	141044(0), 141051
Grey	Chevy	Silverado	DPG-858	Jan-21	1GCEK19T74Z136212	141055, 141059, 141107
Tan	Chrysler		CLE-728	Mar-20	CP74L43R233655, photo illegible	141109, 141121, 141130
Dark Blue	Chevy		MEP-650	Aug-19	3GCPKSE36BG352375	141139, 141148
Red	Chevy	Blazer	874-HDD	Sep-19		141159, 141200
Dark Blue	Chrysler		448-EHB	Jul-20	IC3EL55RI4NI86386	141201, 141205
White			069-VZV	Jan-20	1G6KD54Y25U219264	141213, 141217
Dark Blue	Chevy		599-RMY	Jun-20		141225
White					2GCEK19T811318585	141227, 141230
Dark Blue	Toyota		CDE-938	Sep-19		141239, 141242, 141254, 141256, 141258
Dark Blue	Chevy		280-MUE	Jan-16	3GNFK16T1YG135434	141312, 141313, 141316
Dark Green	Chevy	SK1	805-VCV	Jul-20	2GCEK19T121336234	141321, 141324, 141329, 141332, 141333
Grey	Chevy		ACR-686	Sep-19	1GCHK23G53F158353	141341, 141343, 141348
Blue	Chevy	Prizm	CXB-558	Feb-20		141351, 141451
Red	Chevy		809-KPW	Jan-20	2GCEK19T7X1192390, photo illegible	141409, 141412, 141414, 141420
Red	Chevy		797-XJY	Jun-20	1GCGK29R2TE248330	141424, 141425, 141427, 141431, 141433, 141436, 141438, 141524, 141526(0), 141526
Grey	Chevy		767-NDD	Mar-21	1G1ZS57F97F257117	141445, 141449

Dark Green	Chevy	Silverado	522-WET	Jan-21	1GCEK19T83E177888	141528, 141536
			EFE-147	May-21	5GTDN136968104921	141555, 141559
Tan	Dodge		057-TNE	Aug-19		141604, 141615, 141616
Grey	Dodge	Avenger	348-XJY	Jun-20	Photo illegible	141623, 141630, 141637
White	Ford		113-LGX	Mar-20	2FMDK4JC9ABB24842	141648, 141652, 141654, 141710, 141714, 141716, 141718
Yellow	Scion		071-PGD	Jan-21	LKE50E281054655	141739, 141749
Grey	Saturn		084-THT	Feb-20	1G8ZY1270YZ173924	141753, 141759
Black	Ford	ZX4	626-RYZ	Dec-20	IFAFP34N16WI73633	141801, 141807, 141809, 141812
Grey	Dodge		MCN-323	Feb-19	Photo illegible	141819, 114824(0), 114824
Red	Chevy		BDH-509	Jul-20	1GNEK13Z02J343721	114829, 141835, 141843
White	Scion		589-WRB	Apr-20		141845
Red	Buick		367-WDX	Aug-19		141855
Tan/Grey	Ford		524-LKN	Aug-20	1GNDT13W5X2218973	141907, 141910, 141922, 141929
White	Ford	F-250			IFTNW2IP04ED73544	141942, 141958
Grey	Volvo	S80 T6	941-MKC	Feb-19	YV1TS90D1Y1087471	142043, 142051, 142106
Grey	Dodge	Dakota	640-DKM	May-17		142108, 142113, 142114, 142117, 142127, 142137
Light Blue	Pontiac	Grand Prix	433-NBZ	Jul-20		142119, 142131, 142133
Grey	Ford				1FAHF2M88DG199828	142151, 142159, 142204, 142206

Grey	Volvo	[redacted]	DEH-168	Jan-21	YV1MS382772315471	142209, 142222
Purple	Chrysler	PT Cruiser	128-TNP	Nov-20	Photo cut off - 38B12T298053	142225, 142231, 142246
White	Tow Truck	[redacted]	YBX3496	Feb-21	[redacted]	142328
Red	Chevy	Silverado	186-TME	Nov-20	[redacted]	142411
Yellow	GMC	[redacted]	407955	[redacted]	[redacted]	142446

) NW (Independent Auto)

Additional Notes	*New since the September 3rd, 2020 inspection?*
	New vehicle
	New vehicle
No license - does not meet code	New vehicle
Expired tabs - does not meet code	No, was previously noted as a Nissan Altima with a cracked windshield
	New vehicle
No license - does not meet code	New vehicle
Expired tabs - does not meet code, hail damage	No, was present on September 3rd inspection
Expired tabs - does not meet code, dent on driver's side rear of vehicle, flat tire, was there in 2019	No, was present on September 3rd inspection
Expired tabs - does not meet code	New vehicle
Expired tabs - does not meet code	No, was present on September 3rd inspection
Expired tabs - does not meet code, cobwebs on antenna	No, was present on September 3rd inspection
Expired tabs - does not meet code	

Expired tabs - does not meet code	
Expired tabs - does not meet code, was there in 2019	
Expired tabs - does not meet code	
Equipment in truck bed	
Expired tabs - does not meet code	
Expired tabs - does not meet code	
Expired tabs - does not meet code, tire rims in vehicle	
Expired tabs - does not meet code	
Expired tabs - does not meet code, flat tire	
Plow attachment	
Expired tabs - does not meet code	
Expired tabs - does not meet code	
Expired tabs - does not meet code	
Expired tabs - does not meet code	
Expired tabs - does not meet code	
Expired tabs - does not meet code	

Expired tabs - does not meet code	
No license - does not meet code, broken driver's door handle	
Expired tabs - does not meet code	
State vehicle	
Expired tabs - does not meet code	
Ladders under vehicle	
Expired tabs - does not meet code, was there in 2019	
Expired tabs - does not meet code	
Expired tabs - does not meet code, flat tire, was there in 2019 (But noted as Silver Chevy Silverado)	
Expired tabs - does not meet code, flat tire, was there in 2019	
Expired tabs - does not meet code	
Expired tabs - does not meet code, flat tire	
Expired tabs - does not meet code	
Expired tabs - does not meet code, was there in 2019	
Expired tabs - does not meet code, broken turn signal	

Expired tabs - does not meet code, was there in 2019	
VIN may be interchangable with red Chevy Impala's	
Vehicle parts in truck bed	
Expired tabs - does not meet code	
Expired tabs - does not meet code	
Expired tabs - does not meet code	
Expired tabs - does not meet code	
Expired tabs - does not meet code, was there in 2019 (Cadillac Seville)	
Expired tabs - does not meet code	
Hood propped open, cobwebs, expired tabs	
Expired tabs - does not meet code	
Expired tabs - does not meet code, was there in 2019	
Expired tabs - does not meet code	
Expired tabs - does not meet code, flat tire	
Expired tabs - does not meet code, flat tire	
Expired tabs - does not meet code, popped hood from dent on driver's side, vehicle parts in truck bed, flat tire	

Expired tabs - does not meet code	
Expired tabs - does not meet code, broken side mirror	
Expired tabs - does not meet code, cobwebs, cardboard box in hood	
Expired tabs - does not meet code	
Cosmetic damage by driver's side front tire	
Expired tabs - does not meet code, was there in 2019	
Expired tabs - does not meet code	
Expired tabs - does not meet code, was there in 2019	
Expired tabs - does not meet code	
Expired tabs - does not meet code, was there in 2019 (but noted as Silver Chevy Blazer?)	
Expired tabs - does not meet code	
Expired tabs - does not meet code, was there in 2019	
Expired tabs - does not meet code, dent on driver's side rear of vehicle, flat tire, was there in 2019	

Collector plates	

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COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

October 7th, 2020

Allen Cameron Berg
Or Current Tenant
7470 152nd Ln NW
Ramsey, MN 53033

Independent Auto
Or Current Tenant
6745 Highway 10 NW
Ramsey, MN 53033

-NOTICE OF ABATEMENT -

RE: Various Violations in the H1: Hwy 10 Business District on Anoka County PID #34-32-25-12-0008; (6745 Highway 10 NW)

Dear Property Owner:

The City of Ramsey has adopted ordinances that are designed to keep the community safe, healthy and attractive. A recent inspection of the above premises revealed the following violations of the Ramsey City Code as listed below:

- **Section 30-3 – Property conditions constituting a public nuisance. (6), (25), and (26).**
  (6) The storage or accumulation of waste, refuse, or garbage that is not contained in a closed container designed or reasonably adapted for such purpose, except for 30 days preceding pick-up by a hauler. This includes any accumulation of appliances, plumbing fixtures, furniture, equipment, remnants of wood (decayed or weathered) unused construction materials, stockpiles of rocks or dirt, or any items that could not be put to use in the manner that they are intended.
    - **Items on the property include wood pallets, tires, motors, etc.**

  (25) The outdoor or outside storage of any abandoned or inoperable vehicles.
    - **Inoperable vehicle means any motor vehicle which cannot meet all of the following criteria**:
      - (1) The vehicle must be able to be driven or propelled under its own power upon demand in its existing condition; and
      - (2) The vehicle must be able to be driven or propelled under its own power in a safe manner and not be wrecked, junked, or dismantled at the time of inspection and/or abatement; and
      - (3) The vehicle must have current license plates and tabs; and
      - (4) The vehicle must have current proof of liability insurance, as required by state law.
    - **Vehicles cannot be triple stacked, only double stacked is allowed**.

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

- **We also noticed cobwebs forming between vehicles, indicating that they have been there for a substantial amount of time and are not customer-owned and operated.**

(26) The outdoor or outside storage of any part of a motor vehicle or piece of machinery that is deteriorating or unusable or intended to be used as salvageable parts.

- **Section 117-120 – H-1 Highway 10 Business District – (b) Permitted uses**
  - Auto cannibalization is not an allowed business in the H-1 Highway 10 Business District, nor anywhere else in the City of Ramsey.

The City sent a notice of violation for the property on September 16th, 2020. Staff was able to inspect the property on September 3rd, 2020 and October 2nd, 2020 and found the violations listed above. An abatement of the property will be part of the consent agenda at the City Council meeting on October 13th, 2020. We are also recommending that the City Council give direction to not renew the lease when your lease expires.

Another $250 citation is included for persistent violations. You have 14 days from the date of this letter to complete the following (or the items will be removed from the property, and the property owner will be billed up to 150% of the expense):

- Outside storage of waste/refuse/junk
  - **Properly store or dispose of all materials stored outside**
- Inoperable vehicles
  - **Properly tab and license all vehicles on the property; or**
  - **Remove all "inoperable" vehicles from the property.**
- Auto Cannibalization
  - **Cease all activity related to the business of automotive cannibalization.**
  - You may not use parts from other vehicles on the property to repair customer vehicles. While on site, we noticed numerous openly stored auto parts such as motors, seats, tires, and other items that are indicative that those vehicles are being used to source parts for other vehicles.

Please contact me at (763) 576-4314 to answer any questions you may have.

Sincerely,

Brian McCann, Planning Technician
(763) 576-4314 | bmccann@cityoframsey.com
Ramsey Planning Department

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

Inventory of Vehicles at 6710 Highway 10 NW (Independent Auto)

Vehicle Color	*Vehicle Make*	*Vehicle Model*	*License*	*Tabs Date*	*VIN*	*Image(s) Number*	*Additional Notes*	*New since the September 3rd, 2020 inspection?*
Black	Ford	Expedition	515-VRC	May-21	NMRUI8W6WLB93803	0432, 0433		New vehicle
Black	Chevy	Silverado	CMN-583	Jun-21	2GCEK13T251400150	0434, 0435, 0436, 0437		New vehicle
Black	Dodge	Dart			1C3CDFBH9DD210445	0438, 0439, 0440, 0441, 0442	No license - does not meet code	New vehicle
Grey	Nissan	Maxima	650-LKN	Sep-20	1N4BA41E24C920939	0443, 0444, 0445	Expired tabs - does not meet code	No, was previously noted as a Nissan Altima with a cracked windshield
Red	Ford	Explorer	CYB-589	May-21	1FM5K8088DGA12320	0446, 0447, 0448		New vehicle
Grey	GMC	Terrain			2GKF1XE58C6293726	0449, 0450, 0451	No license - does not meet code	New vehicle
Blue	Ford	500 Limited	MHE-683	Dec-19	1FAHP25107G131268	0452, 0453, 0454, 0455	Expired tabs - does not meet code, hail damage	No, was present on September 3rd inspection
Light Blue	Pontiac	Grand Prix	433-NBZ	Jul-20		0456, 0457, 0458	Expired tabs - does not meet code, dent on driver's side rear of vehicle, flat tire, was there in 2019	No, was present on September 3rd inspection
Black	Chevy	Silverado	BWV-111	Oct-20	3GCPKSE7XCG155598	0459, 0460, 0461	Expired tabs - does not meet code	New vehicle
Grey	Chevy	Traverse LT	BXX-420	Feb-20	1GNEV23D09S143X64	0462,0463, 0464	Expired tabs - does not meet code	No, was present on September 3rd inspection
Black	Chevy	Equinox LT	BXW-190	Oct-20	Photo illegible	0465,0466, 0467, 0468	Expired tabs - does not meet code, cobwebs on	No, was present on September 3rd inspection
White	Volvo	S-40	BEP-261	Apr-20	Photo illegible	0469, 0470, 0471		New vehicle
Red	Buick		367-WDX	Aug-19	1G4NJ52M5WC405077	0472, 0473, 0474	Expired tabs - does not meet code	No, was present on September 3rd inspection
Light Blue	GMC	Sierra	BXY-901	Jan-21	Blocked by leaf	0475, 0476, 0477, 0478		New vehicle
Dark Blue	Chevy		3CK954	Dec-20	1GCEK19T4YE248740	0479, 0481, 0482		New vehicle
White	Scion	xB	071-PGD	Jan-21	JTLZE4FE3A1114786	0483, 0484, 0485		License noted for yellow scion from September 3rd inspection, VINs do not appear to match
Red	Ford	Taurus		Oct-20	1FAHP2L89DG196809	0486, 0487, 0488, 0489	No license, expired tabs - does not meet code	New vehicle
Grey			DEJ-575	Oct-20	1GNEV16K81E129067	0490, 0491, 0492	Expired tabs - does not meet code	New vehicle
Red	Chevy	Tahoe	BDH-509	Jul-20	1GNEK13Z02J343721	0493, 0494, 0495	Expired tabs - does not meet code	No, was present on September 3rd inspection
Grey	Dodge	Dakota SLT	MCN-323	Feb-21	Photo illegible	0496, 0497, 0498		No, was present on September 3rd inspection. Tabs have been updated
Black	Ford	Focus	626-RYZ	Dec-20	1FAFP34N16W173633	0499, 0500, 0501, 0502	Cosmetic damage by driver's side front tire	No, was present on September 3rd inspection
Dark Grey	Chevy	Suburban	2EE698	Jul-21	1GNUKJE32AR121914	0480, 0511, 0512, 0513	Brought on lot during inspection	New vehicle
Grey	Honda	Odyssey	BXW-567	Feb-21	5FNRL38846B080469	0503, 0504, 0505		New vehicle
Grey	Saturn		084-THT	Feb-20	1G8ZY1270YZ173924	0506, 0507, 0508	Expired tabs - does not meet code	No, was present on September 3rd inspection
White	Ford	Focus			1FAFP34N66W197068	0509, 0510	No license - does not meet code. Brought on lot during inspection	New vehicle
Dark Blue	Dodge	Avenger	BNC-790	May-21	1B3LC76MX8N263782	0514, 0515, 0516		New vehicle
Tan	Dodge	Durango	057-TNE	Aug-19	1D4HB58D85F594524	0517, 0518, 0519	Expired tabs - does not meet code	No, was present on September 3rd inspection
Grey	Dodge	Ram 1500	643-THW	Jul-21		0520, 0521, 0524	Rusting	New vehicle
White	GMC	Hummer H3				0525, 0526	No license - does not meet code	New vehicle
Grey	Chevy	Malibu	767-NDD	Mar-21	1G1ZS57F97F257117	0528, 0529, 0530		No, was present on September 3rd inspection
Red	Chevy		797-XJY	Jun-20	1GCK29R2TE248330	0531, 0532, 0533	Expired tabs - does not meet code, popped hood from dent on driver's side, vehicle parts in truck bed,	No, was present on September 3rd inspection
Red	Chevy		809-KPW	Jan-20	2GCEK19T7X1192390	0534, 0535, 0536	Expired tabs - does not meet code, flat tires	No, was present on September 3rd inspection
Grey	Chevy		ACR-686	Sep-21	1GCHK23G53F158353	0537, 0538, 0539	Empty cans and gas canister in truck bed	No, was present on September 3rd inspection. Tabs have been updated
Dark Green	Chevy		805-VCV	Jul-21	2GCEK19T121336234	0540, 0541, 0542, 0543	Buckets, cans, vehicle parts in truck bed	No, was present on September 3rd inspection. Tabs have been updated
Black	Chevy		280-MUE	Jan-21	3GNFK16T1YG135434	0544, 0545		No, was present on September 3rd inspection. Tabs have been updated
Dark Blue	Toyota	Highlander	CDE-938	Sep-19	Photo illegible	0546, 0547, 0548, 0549	Expired tabs - does not meet code, flat tire	No, was present on September 3rd inspection. Improvements have been made.
Grey	Chevy	Silverado	DPG-858	Jan-21	1GCEK19T74Z136212	0550, 0551		No, was present on September 3rd inspection
Tan	Chevy		MEY-332	Sep-20	1GCEK19T64E373121	0552, 0553	Expired tabs - does not meet code	New vehicle
Dark Blue	Chrysler		448-EHB	Jul-20	1C3EL55R14N186386	0554, 0555	Expired tabs - does not meet code	No, was present on September 3rd inspection
Red	Chevy	Blazer	874-HDD	Sep-19	1GNDT13W8WK188558	0556, 0557	Expired tabs - does not meet code	No, was present on September 3rd inspection
White	Chevy	Silverado	YBX3547	Feb-21		0558, 0561, 0562	Trailer attached	New vehicle

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

Black	Chevy		MEP-650	Aug-19	3GCPKSE36BG352375	0559, 0560	Expired tabs - does not meet code	No, was present on September 3rd inspection
White	Chevy		671-HXA	Jan-18	3GNFK16Z22G243184	0563, 0564	Expired tabs - does not meet code. VIN may be interchangable based on last inspection	No, was present on September 3rd inspection
White	Dodge	Van	YAF6962		2B7KB31Z7XK551925	0565, 0566, 0567, 0568, 0569	S&J Contracting on front window, cobwebs	No, was present on September 3rd inspection. Unsure of tabs
Dark Green	Ford	F150	006-DKW	May-20	FTRW08L23KB92177	0569, 0570, 0571, 0572	Expired tabs - does not meet code	No, was present on September 3rd inspection
Black	Chevy		350-NCB	May-20	2G1WB58K569357477	0573, 0574	Expired tabs - does not meet code	No, was present on September 3rd inspection
Red	Chevy		7012AB	Jun-21	3GNEK12ZX5G295085	0575, 0576		New vehicle
Dark Blue	Chevy	Silverado	599-RMY	Jun-20	2GCEK19T811318585	0577, 0578	Expired tabs - does not meet code	No, was present on September 3rd inspection
Tan	Chevy	Silverado	517-UUZ	Oct-21	2GCEK19T821204233	0579, 0580		No, was present on September 3rd inspection
White	Chevy		110-HNB	Aug-20	1GNET16P846241046	0581, 0582, 0586	Expired tabs - does not meet code, flat tires	No, was present on September 3rd inspection
Dark Blue	Ford	E-150	123-RWA	May-21	1FMRE11L3YHA04902	0583, 0584, 0585	Flat tire	No, was present on September 3rd inspection. Updated tabs since last inspection
White	Boat					0587, 0588		New vehicle
White	Cargo Van		YAY8629	Feb-15	1FDKE37H5NHB19388	0589, 0590	Expired tabs - does not meet code	No, was present on September 3rd inspection
Grey	Chevy	Aved LS	193-RZC	Jan-21	KL1TD56618B061651	0592, 0593, 0594		New vehicle, parked in customer parking area
Black	Buick		BXD-075	Sep-20	1G4CU541914131189	0596, 0597, 0598	Expired tabs - does not meet code	New vehicle, parked in customer parking area
Tan	GMC	Yukon	BXG-539	Jan-21	1GKEK13TX1R153823	0599, 0600, 0601	Hood propped open	New vehicle, parked in customer parking area
Black	GMC	Yukon	559-VHW	Jul-20	1GKEK13ZX4R285764	0602, 0603, 0604	Expired tabs - does not meet code	No, was present on September 3rd inspection. Parked in customer parking area
Red	Hyundai	Elantra	143-WUD	May-20	KMHDU46D68U360543	0605, 0606, 0607	Expired tabs - does not meet code	New vehicle, parked in customer parking area
Black	Chevy		3AH427	Feb-21	3GNGK26GX1G245319	0609, 0610, 0611, 0612	Carrying Polaris vehicle on trailer	New vehicle, parked in customer parking area
Dark Blue	Polaris		3SP11	2022		0610, 0613, 0614, 0615	On trailer	New vehicle, parked in customer parking area
Trailer			1453CPT	Feb-21		0613, 0616	Carrying Polaris vehicle	New vehicle, parked in customer parking area
Grey	Toyota	Camry LE	MVB-120	Jun-21	4T1BE32K33U782782	0617, 0618, 0619		New vehicle
White	Dodge	Ram 1500	DEH-671	Jul-21	1B7HF16Y2WS771108	0620, 0621, 0622	Rusted rear bumper	No, was present on September 3rd inspection
White	Chevy	Cavalier	472-NBY	Feb-21	1G1JC5244Y7318319	0623, 0624, 0625, 0626		No, was present on September 3rd inspection
Grey	Chevy		005-VGN	Jun-21	3GNFK16R2XG246092	0627, 0268, 0269		No, was present on September 3rd inspection
White	Ford	F-250			1FTNW21P04ED73544	0630, 0631, 0632	No license - does not meet code	No, was present on September 3rd inspection
Blue	Mazda	3	DWX-276	Oct-20	JM1BK343X61402751	0633, 0634, 0635	Expired tabs - does not meet code	No, was present on September 3rd inspection
Grey	Buick		MCL-233	Feb-21	1G4CW52K7TH648637	0636, 0637, 0638		New vehicle
Purple	Chrysler	PT Cruiser	128-TNP	Nov-20	Photo cut off, 58B12T298053	0639, 0640, 0641, 0642		No, was present on September 3rd inspection
Grey	Volkswagon	Jetta	CBM-163	Nov-20	3VW3L7AJ8BM075286	0643, 0644, 0645		No, was present on September 3rd inspection
Dark Blue	Ford		YBW6696	Feb-21	1FTWW31R78ED71324	0646, 0647, 0648		New vehicle
Dark Blue	Chevy	Silverado	DEH-675	Aug-21	1GCEK19V11Z105244	0649, 0650, 0651	Pallets in trunk	New vehicle
Light Blue			RAV-578	Jul-06		0652, 0653, 0654	Expired tabs - does not meet code, tire rims in	No, was present on September 3rd inspection
Red	Toyota	Camry LE	786-JLL	May-20	Photo illegible	0655, 0656, 0657	Expired tabs - does not meet code	No, was present on September 3rd inspection
Red	Kia	Sonata	BXW-953	Oct-20	5NPEB4AC0CH341857	0658, 0659, 0660, 0661	Expired tabs - does not meet code	No, was present on September 3rd inspection
Grey	Jeep		968-THX	Nov-20	1J4GW48S53C599095	0662, 0663, 0665	Flat tires	No, was present on September 3rd inspection
Grey	Chevy	Impala LS	676-MWV	Sep-19	2G1WH52K849428899	0666, 0667	Expired tabs - does not meet code, flat tire	No, was present on September 3rd inspection
Grey	Toyota		154-MJV	Oct-20	4T1BF28K2XU079081	0668, 0670, 0671, 0672	Expired tabs - does not meet code	No, was present on September 3rd inspection
White	Chevy		BXX-422	Dec-20	1GNEK18K8SJ320506	0673, 0674, 0675	Plow attachment	No, was present on September 3rd inspection
Red	Oldsmobile	Royale	737-907			0676, 0677, 0678	Collector plate	New vehicle
Maroon	Kia	Optima	BDT-301	Aug-21	5XXGM4A76DG245105	0679, 0680, 0681		No, was present on September 3rd inspection. Previously noted as brown, updated tabs.
Tan	Toyota	Camry XLE	798-XJY	Jul-21	4T1BE32K93U248573	0683, 0684		No, was present on September 3rd inspection. Updated tabs.
Tan	Toyota	Camry LE	BXX-623	Jan-20	4T1BG22K6WU273066	0685, 0686	Expired tabs - does not meet code	No, was present on September 3rd inspection
Tan	Kia		MGD-404	Mar-20	KNDMG4C76B6370284	0687, 0688	Expired tabs - does not meet code	New vehicle

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

Miscellaneous Items at 6710 Highway 10 NW (Independent Auto)		
Item	*Image(s) Number*	*Additional Notes*
Pallets/ fencing	0527, 0595, 0682	
Vehicle parts	0595, 0664	
Tires	0522, 0523, 0527	Larger pile than last inspection

Orange: In violation of City Code
Yellow: Inconsistent with previous photos
Non-highlighted: Not in violation with City Code

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

Exhibits 1-6: Items that cannot be stored outside, and need to be properly sheltered or removed









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

RESOLUTION #20-226

A RESOLUTION APPROVING AN ABATEMENT OF INDEPENDENT AUTO AT 6745 HIGHWAY 10 NW

WHEREAS, 6745 Highway 10 NW has an open code enforcement case for multiple violations at the property legally described as follows:

LOT 1 BLK 2 HY-10 RAMSEY SUBJ TO EASE OF REC, ANOKA COUNTY, MINNESOTA

(the "Subject Property") (PID: 293225140008)

WHEREAS, the violations on the Subject Property include the following:

a. Violations of City Code Chapter 117, Off-Street Parking Violations and Outdoor Storage; and

b. Violations of City Code Chapter 30, Public Nuisances; and

WHEREAS, the City of Ramsey owns the Subject Property and leases it to Allen Berg and Independent Auto; and

WHEREAS, the Property also had similar violations in 2019 that were remedied after approximately three months of working with the property and the property came into compliance; and

WHEREAS, the violations in 2020 are the same violations as in 2020 so the Property Tenant (Leasee), Allen Berg, has received a $250 citation; and

WHEREAS, the City of Ramsey finds that it should hold their own properties to the same, if not a higher, standard than other properties throughout the City of Ramsey, especially related to off-street parking and nuisance violations; and

WHEREAS, Staff has inspected the Subject Property on June 14, 2019, July 12, 2019, August 28, 2019, and September 3, 2020, and October 2, 2020; and

WHEREAS, the City of Ramsey sent notices in 2019 on June 13, 2019, July 18, 2019, and notices of abatement on September 24, 2019, and November 14, 2019 and in 2020 on September 16, 2020 and October 7, 2020; and

WHEREAS, numerous vehicles were onsite during both the 2019 and 2020 inspections, indicating that they are not actively being repaired and should not be onsite; and

WHEREAS, the Subject Property remains out of compliance with City Code standards; and

WHEREAS, It is City Policy not to allow cars to be 'triple stacked' for public safety reasons, and vehicles onsite are tripled and quadruple stacked, and the Public Safety team only supports double stacking of vehicles; and

WHEREAS, the City Council approved abatement of the Subject Property on October 13, 2020.

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

1) That the Ramsey City Council approves the following related to the code enforcement case:

    a. City Staff will hire abatement contractors to complete abatement of items that are not in compliance with City Code.
    b. City Staff has the authorization to escalate future fines for the Subject Property starting at $250 for the same violation within one (1) year.
    c. City Staff should tow any vehicle or junk item that the Public Safety team believes to be a threat to public safety onsite.

2) That the Ramsey City Council hereby directs City Staff not to renew the lease with Independent Auto.

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 13 day of October, 2020.

_____

Mayor

ATTEST:

_____

City Clerk

CC Regular Session **5. 10.**

Meeting Date: 10/13/2020

By: Chloe McGuire Brigl, Community Development

Information

Title:

Adopt Resolution #20-228 Approving Final Plat for Ramsey Villas North (Project 20-117)

Purpose/Background:

The purpose of this case is to review a Preliminary Plat application from River's Bend Holdings, LLC (the "Applicant") for a three (3) lot residential subdivision off Xkimo St NW and east of Highway 47. The site is a 1.37 acre piece of land, PID 25-32-25-31-0006 (the "Subject Property"). The Subject Property is located in the R-2 Residential District and the Applicant has proposed three (3) lots within the Detached Villa (50 foot wide) lot width designation. The R-2 Residential District allows for attached townhomes or a detached product at a 50 foot wide lot.

Notification:

Notification is not required for this meeting and has not been provided.

For the previous Public Hearing held by the Planning Commission the City attempted to notify all property owners, as reflected in the Anoka County Property Records, within 700 feet of the Subject Property of the request by U.S. Mail. The Public Hearing was held at the September 3, 2020 Planning Commission meeting, no public comments were received.

Observations/Alternatives:

Summary

The Applicant has proposed three (3) 50 foot wide lots. The R-2 Residential District allows for attached townhomes or detached villas with lot widths of 50 feet. Staff notes that of the three (3) proposed lots, only one lot is at the minimum lot size of 50 feet within this district, the southern-most and northern-most lots (the "outside" lots) are approximately 80 feet in width. The remaining lots on the cul-de-sac are located in the R-1 Residential (MUSA) District and are all 80 - 90 feet in width.

The City Council previously approved the Preliminary Plat for this project at their September 22, 2020 meeting.

This project appears to meet all relevant City Code requirements and is not requesting any deviations from our standards at this time. Based on the small number of lots (3), meeting of City Code requirements, lack of public comment, and recent meeting on September 22, this item has been placed on the consent agenda.

Platting Process

1. Sketch Plan - Identify red flags and direct the Applicant on moving forward to Preliminary Plat
2. Preliminary Plat - Engineering documents, formal public hearing, if approved, the project has entitlement
3. Final Plat - Construction documents and legal agreements, only heard by City Council (we are here)
    1. Staff will bring a Development Agreement to a future meeting

City Code Sections

- Section 117-111: R-2 Residential (Existing and Proposed Zoning - No Change)
- Section 117-588: Major Plat
- Section 117-614: Subdivision Design Standards

Funding Source:
The Applicant is responsible for all costs associated with review.

Recommendation:
Staff recommends adoption of Resolution #20-228

Action:
Motion to Adopt Resolution #20-228 Approving Preliminary Plat for Ramsey Villas North

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Attachments

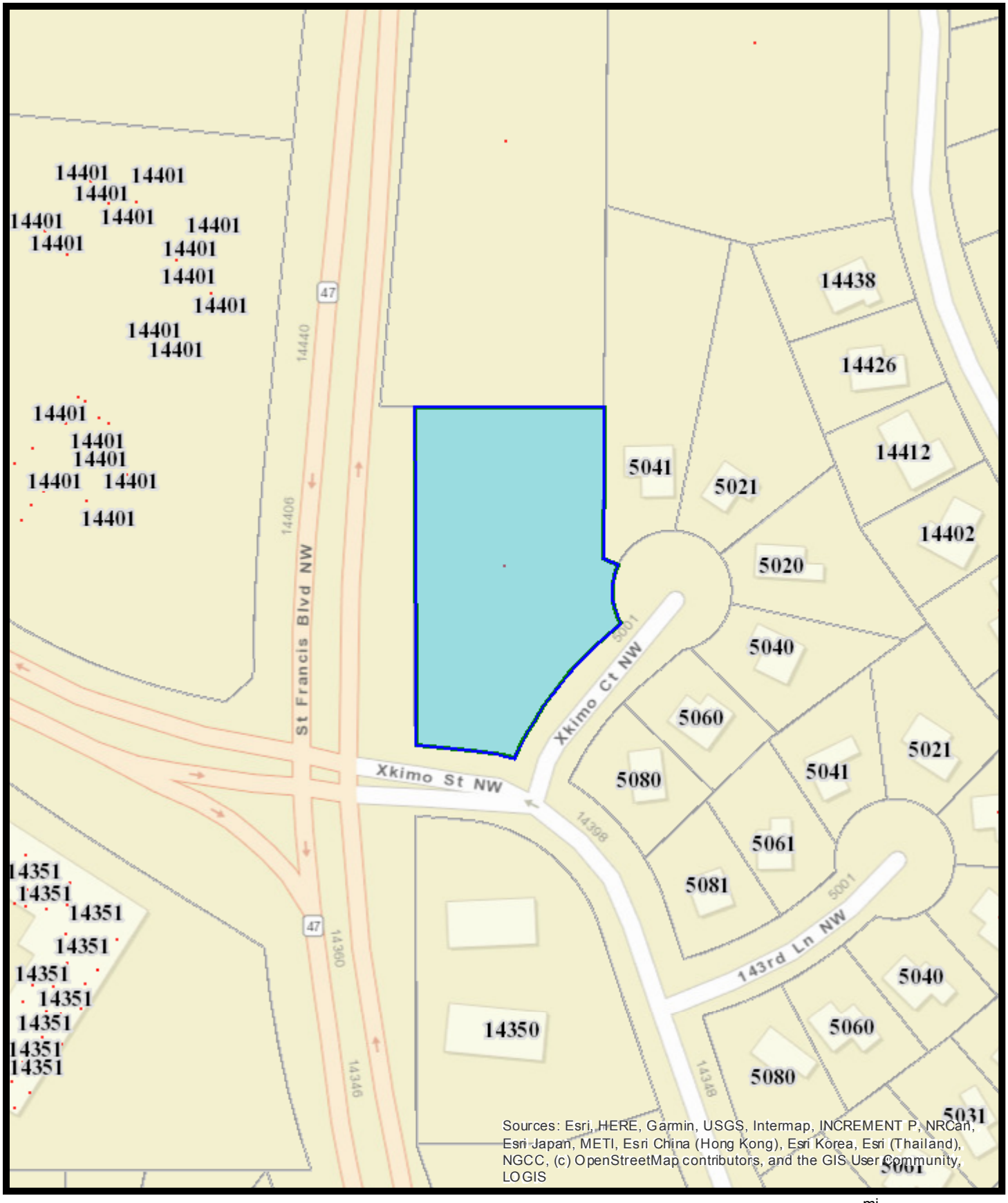
Site Location Map
Final Plat
Resolution #20-228

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	10/08/2020 07:46 AM
Kurt Ulrich	Kurt Ulrich	10/08/2020 01:34 PM
Form Started By: Chloe McGuire Brigl		Started On: 09/30/2020 02:17 PM
Final Approval Date: 10/08/2020		

val_Display_PID
val_CO_ADDR

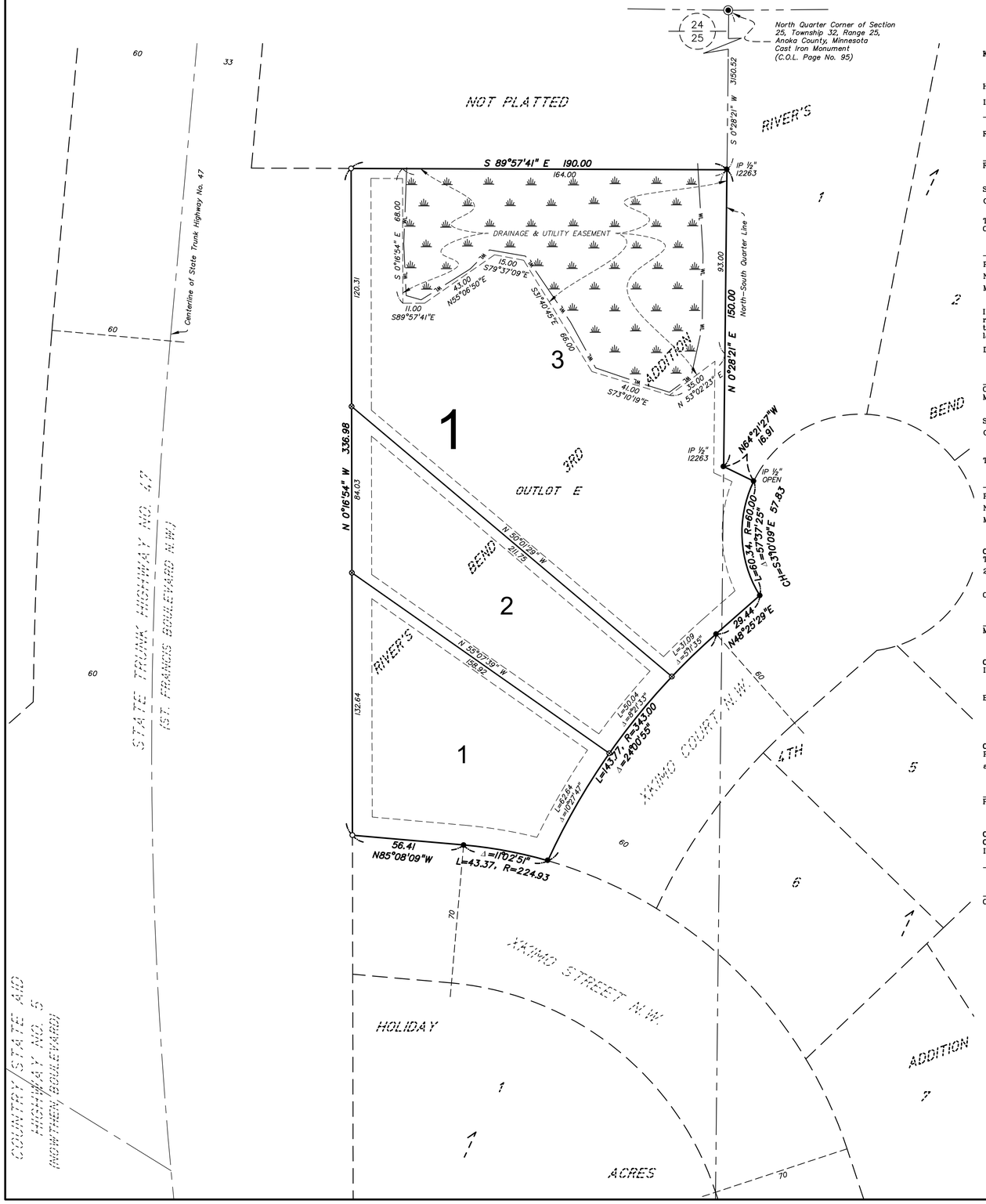
val_Title
val_Comment



Print Date: June 10, 2020

RAMSEY VILLAS NORTH

CITY OF RAMSEY
COUNTY OF ANOKA
SEC.25, TWP.32, RNG.25



KNOW ALL PERSONS BY THESE PRESENTS: That Riverside Development Company of Princeton, a Minnesota Corporation, owners and proprietors of the following described property:

Outlot E, RIVER'S BEND 3RD ADDITION, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as RAMSEY VILLAS NORTH and does hereby dedicate to the public for public use the drainage and utility easements as shown on this plat.

In witness whereof said Riverside Development Company of Princeton, a Minnesota Corportion, has caused these presents to be signed by its proper officer to be hereunto affixed this _____ day of _____, 20_____.

RIVERSIDE DEVELOPMENT COMPANY OF PRINCETON

_____
Richard Foster, President

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20_____ by Richard Foster, President of Riverside Development Company of Princeton, a Minnesota Corporation.

_____
Printed Name: _____
Notary Public, _____ County, Minnesota
My Commission expires: _____

I Craig A. Wensmann do hereby certify that his 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_____.

_____
Craig A. Wensmann, Licensed Land Surveyor
Minnesota License No. 47466

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20_____ by Craig A. Wensmann.

_____
Printed Name: _____
Notary Public, _____ County, Minnesota
My Commission expires: _____

CITY COUNCIL, CITY OF RAMSEY, MINNESOTA
This plat of RAMSEY VILLAS NORTH 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

_____ _____
Mayor Clerk

COUNTY SURVEYOR
I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20_____.

By: _____
Charles F. Gitzen
Anoka County Surveyor

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

_____ By _____, Deputy
Property Tax Administrator

COUNTY RECORDER/REGISTRAR OF TITLES
COUNTY OF ANOKA, STATE OF MINNESOTA
I hereby certify that this plat of RAMSEY VILLAS NORTH 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 as Document No._____.

_____ By _____, Deputy
County Recorder/Registrar of Titles

LEGEND:

- ○ Denotes ½ inch x 14 inch iron monument set with a plastic plug stamped R.L.S. 47466.
- ⊗ Denotes ½ inch x 14 inch iron monument with a plastic plug stamped R.L.S. 47466 to be set within one year of platting date
- ● Denotes iron monument found (IP ½" 18420, unless otherwise indicated)
- Denotes delineated wetland interior
- LS 12263 Denotes James M. Winter, LS
- LS 18420 Denotes Charles R. Christopherson, LS
- Denotes easement
- Denotes existing adjoiners
- WL Denotes delineated wetland edge

0 30
(SCALE IN FEET)
SCALE: 1 INCH = 30 FEET

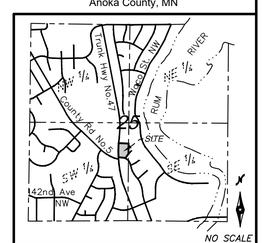
For the purposes of this plat, the west line of Outlot E, RIVER'S BEND 3RD ADDITION is assumed to bear N 0°16'54" W.

Drainage and Utility Easements are shown thus:

5 5
10 10
NOT TO SCALE

Being 5 feet in width and adjoining lot lines, and 10 feet in width and adjoining street lines, unless otherwise indicated, on the plat.

VICINITY MAP
Sec. 25, Twp. 32, Rng. 25
Anoka County, MN



BOGART, PEDERSON & ASSOCIATES, INC.

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

RESOLUTION #20-228

RESOLUTION APPROVING FINAL PLAT FOR RAMSEY VILLAS NORTH

WHEREAS, River's Bend Holding, LLC hereafter referred to as "Developer," properly applied for Final Plat approval of the following described property located in the City of Ramsey:

Outlot E, Rivers Bend 3rd Addition, Anoka County, Minnesota

(the 'Subject Property');

WHEREAS, the City has received an Application for Final Plat Approval for three (3) residential lots; and

WHEREAS, the Subject Property is located in the R-2 Residential District; and

WHEREAS, the Developer has proposed 50 foot-wide lots consistent with the requirements of the R-2 Residential (Detached Villa) District requirements; and

WHEREAS, the Planning Commission reviewed the sketch plan on July 9, 2020; and

WHEREAS, the Planning Commission met and held a public hearing for the Preliminary Plat on September 3, 2020 and recommended approval of the Preliminary Plat; and

WHEREAS, the City Council approved the Preliminary Plat on September 22, 2020; and

WHEREAS, the City Council approved the Final Plat on October 13, 2020.

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 final plat and development agreement approval for Ramsey Villas North in accordance with relevant City Codes, subject to the following conditions:
    a. Compliance with the Staff Review Letters.
    b. Compliance with all Staff Review Comments in ProjectDox.
    c. Final approval by City Engineer and City Attorney.
    d. The Developer entering into a Development Agreement with the City.
    e. Approved wetland delineation and 16.5 foot setback encumbered by easement.
    f. Incorporation of a sidewalk along the southern boundary of project and incorporation of a noise wall along Highway 47 consistent with noise wall along Highway 47 throughout Ramsey, to be approved by City Staff.

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 13th day of October, 2020.

_____
Mayor

ATTEST:

_____
City Clerk

DRAFT

CC Regular Session **5. 11.**

Meeting Date: 10/13/2020

By: Chloe McGuire Brigl, Community Development

Information

Title:

Adopt Resolution #20-230 Approving Drainage and Utility Easement Encroachment for Eave Overhangs in the Riverstone Subdivision; Case of Capstone Homes/Riverstone Development, LLC

Purpose/Background:

The purpose of this case is to review an easement encroachment request from Capstone Homes/Riverstone Development, LLC (the "Applicant"). The Subject Properties for which an easement encroachment agreement is requested are for Lots 16 & 17, Block 1, Riverstone 4th (15174 and 15182 Quintana Court respectively). The request is to allow a one foot overhang into the 10 foot side yard drainage and utility easement. This agreement allows them to overhang into this area with the understanding that the easement can still function with the one foot overhang into the ten foot drainage and utility easement. This is larger than a standard easement due to subgrade utilities and this represents a unique situation.

Notification:

No notification is required.

Observations/Alternatives:

The majority of the setbacks throughout the Riverstone Development are 4 foot side yard easements to align with the 5 foot side yard setback and a one foot overhang. There are two lots at this time with a ten foot side yard drainage and utility easement where the proposed house is entirely outside of the easement, but the overhangs of the home are proposed one foot into the easement. Staff has approved the model homes, and previously anticipated this type of overhang, which is why the side yard easements throughout the development were reduced to 4 foot overhangs, however this specific easement was not caught during project review.

The Planning and Engineering Departments have reviewed this request and are supportive.

Funding Source:

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

Recommendation:

Staff recommends approval of this request.

Action:

Motion to adopt Resolution #20-230 approving drainage and utility easement encroachments in the Riverstone subdivison.

Attachments

Resolution #20-230

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	10/07/2020 05:22 PM
Kurt Ulrich	Kurt Ulrich	10/08/2020 01:46 PM

Form Started By: Chloe McGuire Brigl Started On: 10/06/2020 11:47 AM

Final Approval Date: 10/08/2020

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

RESOLUTION #20-230

RESOLUTION APPROVING DRAINAGE AND UTILITY EASEMENT ENCROACHMENTS FOR EAVE OVERHANGS IN THE RIVERSTONE 4th ADDITION SUBDIVISION

WHEREAS, Riverstone Development LLC, hereafter referred to as "Developer", has requested a one (1) foot drainage and utility easement encroachment for the lots commonly known as 15174 and 15182 Quintana Court and legally described as:

Lot 16 and 17, Block 1, Riverstone 4th (respectively), Anoka County, Minnesota

(the 'Subject Properties');

WHEREAS, the City Engineer has stated that the impacted drainage and utility easements will still properly function with said encroachment; and

WHEREAS, the City of Ramsey reviewed and approved the easement encroachment agreement on October 13, 2020.

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 a one foot easement encroachment agreement for a one foot eave overhang for the Subject Properties into the side yard ten (10) foot drainage and utility easement.

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:

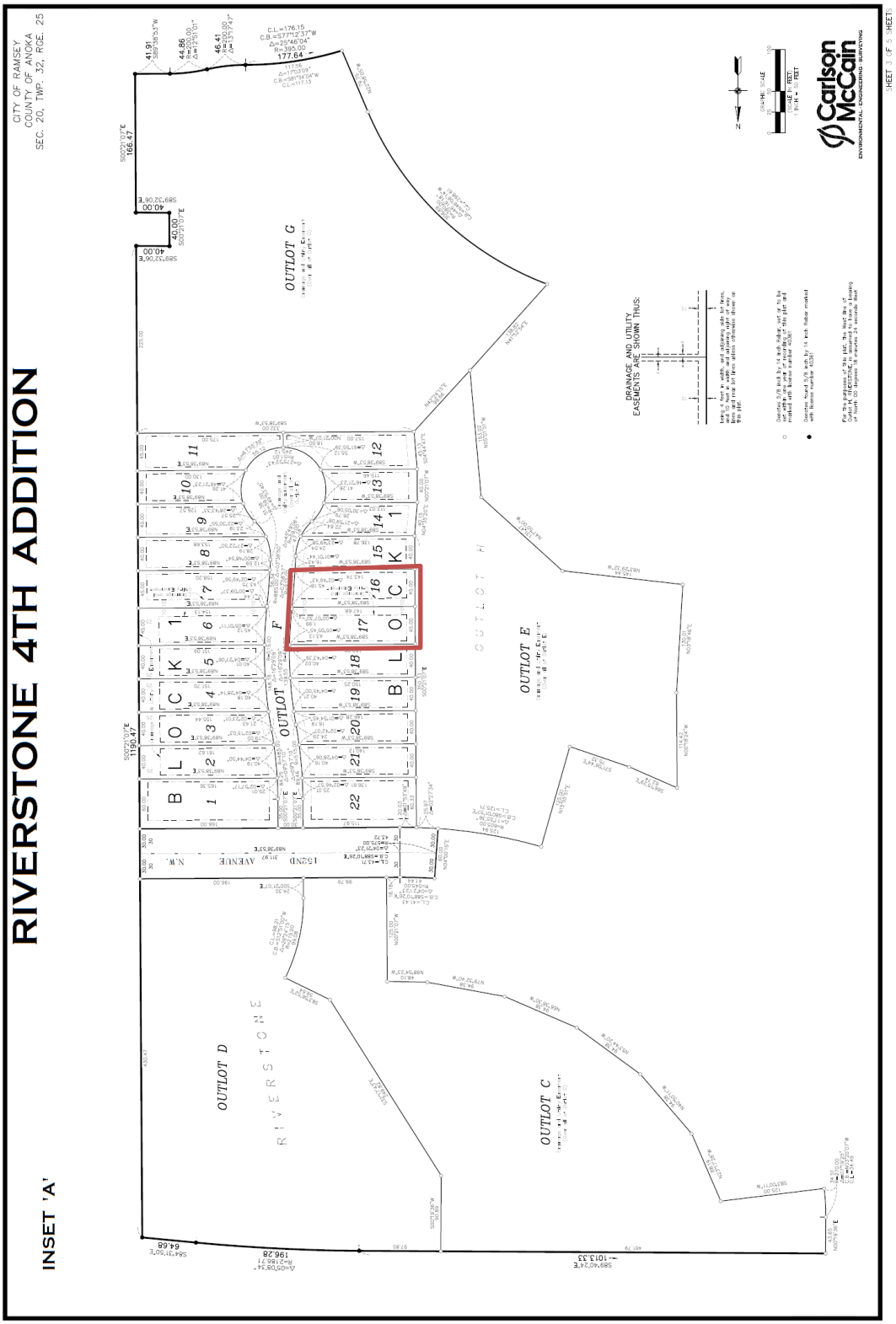
whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 13th day of October, 2020.

_____
Mayor

ATTEST:

City Clerk

Exhibit A: Subject Properties



CC Regular Session **5. 12.**

Meeting Date: 10/13/2020

By: Chloe McGuire Brigl, Community Development

Information

Title:

Adopt Resolution #20-234 Approving Abatement at 14700 Armstrong Blvd NW

Purpose/Background:

The purpose of this case is to approve an abatement at 14700 Armstrong Blvd NW (The "Subject Property"). The Subject Property has a few inoperable vehicles, or vehicle pieces, and some vehicles parked on the grass. Staff has been attempting to work with the Subject Property Owner to come to City Council for an agreement on areas that are lawful, non-conforming for gravel parking, however they have been unresponsive. These items are unrelated to the lawful, non-conforming use of the property for gravel parking, instead they are related to nuisance items such as inoperable vehicles. The vehicles have been onsite for quite some time and the property received the first notice this year in May 2020 to remove the items.

Notification:

No notification is required, though Staff attempted to notify the property owner.

Funding Source:

Staff handles Code Enforcement as part of regular duties.

Recommendation:

Staff recommends adoption of Resolution #20-234

Action:

Motion to Adopt Resolution #20-234

Attachments

First Notice of Violation
Second Notice of Violation
Resolution #20-234

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	10/07/2020 05:24 PM
Tim Gladhill	Tim Gladhill	10/08/2020 08:22 AM
Kurt Ulrich	Kurt Ulrich	10/08/2020 01:43 PM
Form Started By: Chloe McGuire Brigl		Started On: 10/02/2020 10:52 AM
Final Approval Date: 10/08/2020		

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

May 5th, 2020

Arnie and Mary Billmark Trustee
or Current Owner
1088 110th Ave
Milaca, MN 56353

-1ST NOTICE OF VIOLATION -

RE: Public Nuisance Violations in the COR Business District on Anoka County PID #29-32-25-11-0008 (14700 Armstrong Blvd NW)

Dear Property Owner:

The City of Ramsey has adopted ordinances that are designed to keep the community safe, healthy and attractive. A recent inspection of the above premises revealed the following violations of the Ramsey City Code as listed below:

- Off-street parking violations
- Outdoor storage of abandoned or inoperable vehicles
- Waste, refuse, garbage, construction materials

If not removed by May 19th, 2020, you will receive a Second Notice of Violation and an administrative citation in the amount of $75.00:

- **Off-street parking**
  - **All vehicles that are parked on grass need to be moved to allowed parking surfaces (concrete, asphalt, etc.)**
- **Outdoor storage of abandoned or inoperable vehicles**
  - **Remove or shelter all abandoned or inoperable vehicles, as well as vehicles that have expired tabs.**
- **Waste, refuse, garbage, construction materials**
  - **Remove or shelter all waste, junk, construction materials such as the fencing and pipes on the east portion of the property, and any other materials being stored outside.**

City Code Section 117-356 allows parking in your district on paved surfaces only, including concrete or asphalt. The City Code does not allow parking on the grass, and it is considered a nuisance under Chapter 30 of the City Code.

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

You may request a hearing before a Hearing Examiner regarding these violations. Your request must be filed in writing addressed to the Chief of Police within fourteen (14) days from the date you receive this notice and your request MUST identify with specificity the basis for your objection to the interpretation of the Code and the Notice of Violation for requesting the hearing. A $250 filing fee must also accompany your hearing request. The Police Chief's name and address is as follows:

Jeff Katers, Chief of Police
Ramsey Police Department
7550 Sunwood Drive NW
Ramsey, MN 55303

If you fail to correct the violations and come into compliance with the City Code or request a hearing within the fourteen (14) day period, you may be subject to an administrative fine AND the City will come onto the Property and correct (abate) the violations, and assess the costs of abatement along with any penalties and interest incurred. Those costs will be certified to the county auditor and will be collected along with current taxes the following year or in annual installments not exceeding ten as the City Council may determine. The assessments will remain a perpetual lien on the Property until paid in full.

You are further notified that any item removed from the Property by the City will be held for 15 days prior to disposal. Within said 15 days you may reclaim the items held by the City after paying all fees incurred by the City associated with the abatement. If you do not contact the City within 15 days to reclaim the items, all items will be disposed of and sold. Any abated items that are reclaimed and returned to the Property owner that are found to be in violation of the City Code's nuisance provisions shall be abated immediately by the City.

Please contact me at (763) 576-4314 to schedule a follow up inspection after the violations are corrected (to ensure you are not assessed any charges) or to answer any questions you may have. Staff would like to inspect the property as soon as we are able. Please schedule a full inspection within 14 days of this letter.

Sincerely,

Brian McCann, Planning Technician
(763) 576-4314 | bmccann@cityoframsey.com
Ramsey Planning Department

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

Vehicles on the grass, some appear inoperable



Waste/junk/construction materials



More vehicles on the grass



Junk vehicles, vehicles on grass, junk pile



STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

June 3rd, 2020

Arnie and Mary Billmark Trustee
or Current Owner
1088 110th Ave
Milaca, MN 56353

-2nd NOTICE OF VIOLATION -

RE: Public Nuisance Violations in the COR Business District on Anoka County PID #29-32-25-11-0008 (14700 Armstrong Blvd NW)

Dear Property Owner:

The City of Ramsey has adopted ordinances that are designed to keep the community safe, healthy and attractive. Gravel will not be an allowed parking surface for the above property based on the decision from City Council's consent agenda for the May 26th, 2020 meeting. As a result of this, the following violations of the Ramsey City Code are still active:

- Off-street parking violations
- Outdoor storage of abandoned or inoperable vehicles
- Waste, refuse, garbage, construction materials

If not removed by June 16th, 2020, you will receive a Third Notice of Violation and an administrative citation in the amount of $75.00:

- **Off-street parking**
  - **All vehicles that are parked on grass need to be moved to allowed parking surfaces (concrete, asphalt, etc.)**
- **Outdoor storage of abandoned or inoperable vehicles**
  - **Remove or shelter all abandoned or inoperable vehicles, including vehicles with expired tabs.**
- **Waste, refuse, garbage, construction materials**
  - **Remove or shelter all waste, junk, or construction materials being stored outside.**

City Code Section 117-356 allows parking in your district on paved surfaces only, including concrete or asphalt. The City Code does not allow parking on the grass, and it is considered a nuisance under Chapter 30 of the City Code.

Please contact me at (763) 576-4314 to schedule a follow up inspection after the violations are corrected (to ensure you are not assessed any charges) or to answer any questions you

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

may have. Staff would like to inspect the property as soon as we are able. Please schedule a full inspection within 14 days of this letter.

Sincerely,

Brian McCann, Planning Technician
(763) 576-4314 | bmccann@cityoframsey.com
Ramsey Planning Department

Vehicles on the grass



Waste/junk/construction materials



More vehicles/trailer on the grass



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

RESOLUTION #20-234

A RESOLUTION APPROVING AN ABATEMENT OF OFF-STREET PARKING VIOLATIONS AND NUISANCE VIOLATIONS AT 14700 ARMSTRONG BLVD NW

WHEREAS, 14700 Armstrong Blvd NW has an open code enforcement case for multiple violations at the property legally described as follows:

LOT 3 BLK 1 HY-10 3RD ADD; EX RD SUBJ TO EASE OF REC

(the "Subject Property") (PID: 293225140008)

WHEREAS, the violations on the Subject Property include the following:

a. Violations of City Code Chapter 117, Off-Street Parking Violations and Outdoor Storage; and

b. Violations of City Code Chapter 30, Public Nuisances; and

WHEREAS, Staff has inspected the Subject Property on April 30, 2020, June 2, 2020, June 16, 2020, and October 5, 2020; and

WHEREAS, the City of Ramsey sent notices on May 5, 2020 and June 3, 2020; and

WHEREAS, the Subject Property remains out of compliance with City Code standards; and

WHEREAS, the City Council approved abatement of the Subject Property on October 13, 2020.

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

1) That the Ramsey City Council approves the following related to the code enforcement case:

a. City Staff will do an onsite inspection of the entire site and inventory all items for abatement or removal that are not in compliance with City Code.
b. City Staff will issue an abatement notice with a $250 Citation enclosed for Property Owner.
c. City Staff will hire abatement contractors to complete abatement of items that are not in compliance with City Code.
d. City Staff and Contractors will complete abatement.
e. City Staff has the authorization to escalate future fines for the Subject Property starting at $250 for the same violation within one (1) year.

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 13 day of October, 2020.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **5. 13.**

Meeting Date: 10/13/2020

By: Chloe McGuire Brigl, Community Development

Information

Title

Adopt Resolution #20-235 Amending Development Agreement for Garden View

Purpose/Background:

The purpose of this case is to amend a previously approved development agreement for Garden View. There are only two changes on the Development Agreement since it was previously approved, updating the fee table with the correct fees (one was outdated from 2019) and adding a Stormwater Infilitration Fee. Since this area is in the wellhead protection zone, the City doesn't allow infiltration (ponding) onsite, and instead the Developer, DC Ramsey LLC, must pay into the City fund. The City utilizes this money for regional ponding.

These are simple changes that do not change the meaning of the agreement.

Notification:

No notification is required.

Funding Source:

The Applicant is responsible for all costs associated with review.

Recommendation:

Staff recommends adoption of Resolution #20-235.

Action:

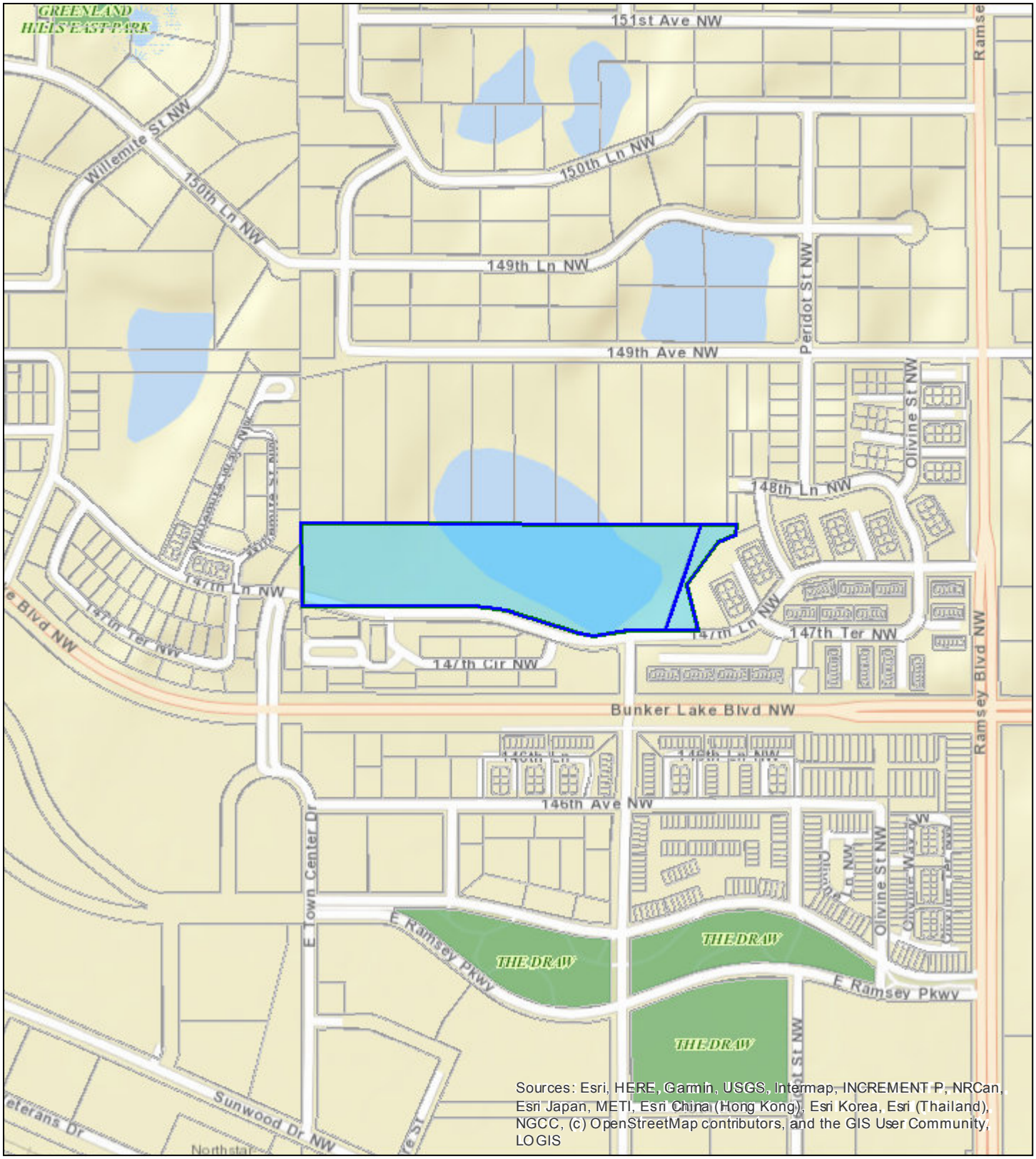
Motion to Adopt Resolution #20-235 Amending Development Agreement for Garden View

Attachments

Site Location Map
Development Agreement
Resolution #20-235

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	10/07/2020 05:20 PM
Kurt Ulrich	Kurt Ulrich	10/08/2020 02:44 PM
Form Started By: Chloe McGuire Brigl		Started On: 10/07/2020 10:43 AM
Final Approval Date: 10/08/2020		



City of RAMSEY

Site Location Map

Legend

- Site
- Parcels

N

Print Date: September 13, 2019

0 0.175 0.35 mi

CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR GARDEN VIEW

This Agreement (hereinafter the "Agreement") is dated as of this _____day of _____, 2020 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**") and DC Ramsey 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 Garden View (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 Landform, dated July 28, 2020. 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. Streets.
f. Concrete curb and gutter (urban).
g. Lot grading.
h. Trail development.
i. Sidewalks.
j. Electricity (within one-fourth mile).
k. Phone (within one-fourth mile).
l. Natural gas (within one-fourth mile).
m. Boulevard sodding.
n. Water shut off boxes.

(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. Sanitary sewer
    b. Water
    c. Storm drainage facilities

d. Stormwater maintenance
e. Parking lot
f. Concrete curb and gutter
g. Lot grading

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 **($317,844.00),** which amount is 125% 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 **($12,714.00)**, which amount is 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 **$63,569.00**, 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. 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.

16. 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.

17. 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 required as a part of the Stage I Improvements.

18. **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).

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 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. Road Improvements Fee. The **PERMITTEE** shall pay the City $10,000 for road improvements to be used to improve adjacent 147th Lane, the extent of the development, from the western edge of Lot 1, Block 1 to the eastern edge of Outlot A. Adjacent 147th Lane NW shall be improved by the City with full mill and overlay with the next pavement maintenance project on this segment of 147th Lane NW. This is a non-refundable, one-time fee.

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:
DC Ramsey LLC
Attn: Casey Darkenwald
105 South 5th Ave, Suite 513
Minneapolis, MN 55401

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:

DC RAMSEY LLC

By:_____, Casey Darkenwald
Its: Owner

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Casey Darkenwald, Owner of DC Ramsey 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_____ 2020, 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

Outlot E and D, Town Center Gardens 3rd Addition, Anoka County, Minnesota

Or upon recording

Lots 1 – 18 (inclusive), and Outlots A and B, Garden View, Anoka County, Minnesota

EXHIBIT B

Fees Payable to the City

Development Agreement Items	**Amount**
Financial Surety (Item 12)	$317,844 (Cash or Letter of Credit)
Engineering Inspection Fee (Item 13)	$12,714 (Cash Escrow)
Stormwater Infiltration Mitigation	$13,500
One Year Warranty (Item 14)	$63,569
Roadway Improvement Fee (Item 19L)	$10,000
Residential Fees (2020)	**Amount**
Park Dedication (0 – 12 units per acre), $3,500 per unit	$63,000
Trail Development, $1,000 per unit	$18,000
Water Trunk (Connection), $1,852per unit	$33,336
Sanitary Sewer Trunk (Connection), $1,243 per unit	$22,374
Stormwater Management Fee, $487 per unit	$8,766
Other Fees	
SAC & WAC	Collected with Building Permit

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

RESOLUTION #20-235

RESOLUTION AMENDING DEVELOPMENT AGREEMENT FOR GARDEN VIEW

WHEREAS, the City Council approved the Final Plat and Development Agreement for DC Ramsey LLC (the "Developer") on August 25, 2020 via Resolution 20-180 for the Final Plat of Garden View on the following described property located in the City of Ramsey:

Outlot E and Outlot D, Town Center Gardens 3rd Addition, Anoka County, Minnesota

WHEREAS, the City Council approved the amended Development Agreement on October 13, 2020 to include the proper fees and information on infiltration.

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 final plat and development agreement approval for Garden View in accordance with relevant City Codes, subject to the following conditions:
    a. Compliance with the Staff Review Letters.
    b. Compliance with all Staff Review Comments in ProjectDox.
    c. Final approval by City Engineer and City Attorney.
    d. The Developer entering into a Development Agreement with the City.
    e. Approved wetland delineation and 16.5 foot setback encumbered by easement.
    f. Adopted and executed ordinance vacating related street right-of-way.

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 13th day of October, 2020.

_____
Mayor

ATTEST:

_____
City Clerk

DRAFT

CC Regular Session **5. 14.**

Meeting Date: 10/13/2020

By: Colleen Lasher, Administrative Services

Information

Title:

Adopt Resolution #20-236 to fill Council Member Committee and Commission Vacancies for the Remainder of 2020

Purpose/Background:

The purpose of this case is fill Council Member Committee and Commission vacancies that exist due to former Council Member Heinrich's resignation.

The City Council met in work session September 22, 2020 and discussed filling the vacant committee and commission assignments previously filled by Ms. Heinrich. The underlined text listed below represents the changes that were discussed and agreed upon by consensus of the City Council. The assignments are effective through December 31, 2020.

Highway 10 Committee
John LeTourneau
Chris Riley
Mark Kuzma
Kurt Ulrich

Park and Recreation Commission
Debra Musgrove
Vacant (Alternate)

Planning Commission
Debra Musgrove
Vacant (Alternate)

Public Works Committee
Mark Kuzma
Jeff Menth
Chris Riley
Vacant (Alternate)

Anoka County Fire Protection Council
(Next scheduled meeting is January 2021)
Chris Riley
Vacant (Alternate)

Anoka County Joint Law Enforcement Council (JLEC)
Jeff Menth
Jeff Katers
Dan Specht

Ramsey/Nowthen Joint Powers Board

Mark Kuzma
Debra Musgrove
Vacant (Alternate)

Youth First
Dan Specht
Tim Frankfurth
Michelle Anderson
Jeff Menth (Alternate)
Cory Gardner (Alternate)

Funding Source:
N/A

Recommendation:
Staff recommends adopting the attached resolution.

Action:
Motion to adopt Resolution #20-236 filling Council Member Committee and Commission vacancies effective October 13, 2020 through December 31, 2020 as follows: 1) Highway 10 Committee, Mark Kuzma; 2) Park and Recreation Commission, Debra Musgrove; 3) Anoka County Fire Protection Council, Chris Riley; 4) Anoka County Joint Law Enforcement Council, Dan Specht; 5) Ramsey/Nowthen Joint Powers Board, Mark Kuzma; and 6) Youth First, Jeff Menth as Alternate.

Attachments

Resolution 20-236

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/08/2020 01:49 PM
Form Started By: Colleen Lasher		Started On: 09/23/2020 02:31 PM
Final Approval Date: 10/08/2020		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #20-236

RESOLUTION TO FILL COUNCILMEMBER COMMITTEE AND COMMISSION VACANCIES FOR THE REMAINDER OF 2020

WHEREAS, Councilmember Nadine Heinrich resigned from the City Council; and

WHEREAS, the City Council wishes to fill the committee appointments that were held by Ms. Heinrich; and

WHEREAS, the City Council discussed the vacant committee appointments on September 22, 2020; and

WHEREAS, the City Council, by consensus, selected the following appointments, effective October 13, 2020 through December 31, 2020.

	October 13, 2020 Appointment
Highway 10 Committee	John LeTourneau Chris Riley Mark Kuzma Kurt Ulrich
Park and Recreation Commission	Debra Musgrove Vacant (Alternate Member)
Planning Commission	Debra Musgrove Vacant (Alternate Member)
Public Works Committee	Mark Kuzma Jeff Menth Chris Riley Vacant (Alternate Member)
Anoka County Fire Protection Council *(Next Meeting is Jan. 2021)*	Chris Riley Vacant (Alternate Member)
Anoka County Joint Law Enforcement Council (JLEC)	Jeff Menth Jeff Katers Dan Specht
Ramsey/Nowthen Joint Powers Board	Mark Kuzma Debra Musgrove Vacant (Alternate Member)

Youth First	Dan Specht Tim Frankfurth Michelle Anderson Jeff Menth (Alternate Member) Cory Gardner (Alternate Member)

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

Motion to adopt Resolution #20-236 filling Council Member Committee and Commission vacancies effective October 13, 2020 through December 31, 2020 as follows: 1) Highway 10 Committee, Mark Kuzma; 2) Park and Recreation Commission, Debra Musgrove; 3) Anoka County Fire Protection Council, Chris Riley; 4) Anoka County Joint Law Enforcement Council, Dan Specht; 5) Ramsey/Nowthen Joint Powers Board, Mark Kuzma; and 6) Youth First, Jeff Menth as Alternate.

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 13th day of October, 2020.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **5. 15.**

Meeting Date: 10/13/2020

By: Colleen Lasher, Administrative Services

Information

Title

Authorize Citizen Survey Contract

Purpose/Background:

A citizen's survey is conducted every two years and the results are used to provide information to community decision-makers about the quality of service delivery and community priorities. The survey questions are being reviewed at the October 13 work

session. The survey process is described in the attached quote, and the cost is as follows:
Polco Performance Plan Quote:
Polco Performance Package
• One statistically sampled benchmark survey per year
• Polco premium features
Subscription $8,300/year

Recommended Add-Ons - These reflect a similar scope of work to past survey years
• Hybrid mailing approach: Multi-contact mailed invitations to 2,700 households (1,200 receive paper surveys with postage paid return envelopes, 1,500 receive postcard invitations to complete the survey online) $4,200/year
• Half-page of custom questions: $1,600/year
• Custom benchmark comparisons: $1,120 per group/year

2020 Total: $15,220

Notification:

N/

Observations/Alternatives:

This item is part of the City's strategic plan and is included in the annual budget for 2020. The Citizen Survey is conducted every two years.

Funding Source:

This item was included in the 2020 General Fund Budget

Recommendation:

Staff recommends that the City Council authorize staff to enter into a contract for services with POLCO/NRC to perform the 2020 Citizen Survey as outlined in the attached *Polco Performance Plan Quote,* in an amount not to exceed $15,220.

Action:

Motion to authorize staff to enter into a contract for services with POLCO/NRC as outlined in the attached *Polco Performance Plan Quote* in an amount not to exceed $15,220.

Attachments

2020 Survey proposal

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/08/2020 03:44 PM
Colleen Lasher (Originator)	Colleen Lasher	10/08/2020 03:47 PM
Kurt Ulrich	Kurt Ulrich	10/08/2020 04:42 PM
Form Started By: Colleen Lasher		Started On: 09/23/2020 02:34 PM
Final Approval Date: 10/08/2020		

Polco Performance Plan Quote for Ramsey, MN

2020

Polco NRC

National Research Center

POWERED BY POLCO

Moving Communities Forward

Community perspectives that inspire change. National Research Center's gold-standard surveys and benchmarking data deliver reliable insights that guide you to action.

n-r-c.com

Polco

Let Every Voice Count

Smarter, more connected communities. Polco's online civic engagement platform provides the tools you need to bring community members and leaders together.

polco.us

Overview

Polco/National Research Center is excited to announce a new, innovative approach to surveying and community engagement since our 2019 merger. This guide is intended for clients who have previously conducted The National Community Survey™ (The NCS™).

The Polco Performance tier of services allows you to conduct one of our statistically sampled benchmarked surveys per 12-month period on a subscription basis. In addition to The NCS, our benchmark surveys include The National Employee Survey™, The National Business Survey™, The National Police Services Survey™, and others; more information on these products is provided later in this document.

If you want to conduct more than one benchmark survey in a 12-month period, we have discounted rates available.

THE NCS™
The National Community Survey™

CONNECT WITH RESIDENTS
MAKE DATA-DRIVEN DECISIONS

The National Community Survey™ (The NCS™) is the gold standard for gauging public opinion. Endorsed by ICMA, tested and trusted by hundreds of jurisdictions, The NCS provides an accurate assessment of quality of life, community livability and local government policies and services. We recently revamped the survey, using our extensive experience, and all the knowledge our clients have shared, to create an updated model of community livability.

The NCS allows you to compare your local results with benchmarks from hundreds of communities across the U.S. The best practices in scientific survey methods guarantee valid findings to produce the clear, unbiased and accurate results you need to take action. Bring the voice of the people into your decision-making processes.

- Evaluate services
- Measure quality of life
- Monitor performance
- Enhance communication
- Assist strategic planning
- Inform budgeting and plan capital investments
- Build trust

As always, The NCS™ Basic Service includes all aspects of conducting the survey

Survey instrument

Sampling

Implementation

Weighting and analysis

Benchmark comparisons

Detailed reporting

Survey Instrument

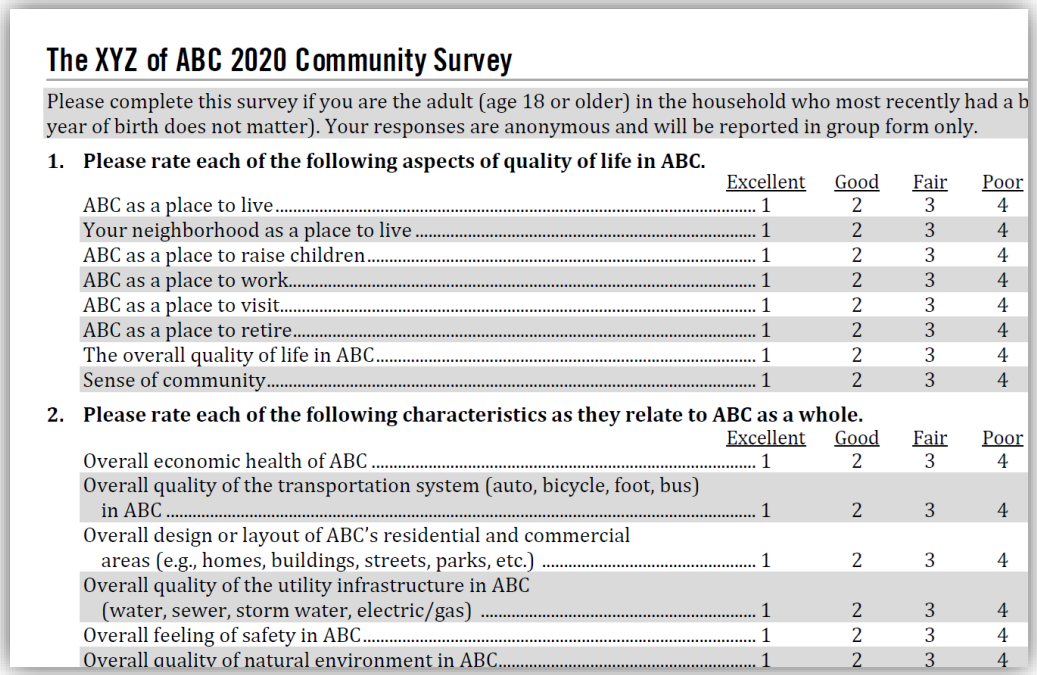
The NCS measures your community's livability.

NRC has conducted thousands of surveys for hundreds of jurisdictions in our 25-year history. In that process we have spent a lot of time thinking about local governments and their jurisdictions, talking with staff, residents and stakeholders, presenting survey results and facilitating discussions and strategic planning sessions. Combining this deep experience with extensive research on models of community livability, we have revised The NCS to focus on ten key facets of community livability:

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts and Culture
- Inclusivity and Engagement

Custom questions: now available as an add-on

Standardization is required to allow benchmark comparisons to other communities, but most jurisdictions have a few unique topics, projects, policies or planning processes for which they would like resident input. If this add-on is selected, The NCS provides a space to add a few custom questions and the expert guidance from your project manager to ensure they are of the highest quality.



The XYZ of ABC 2020 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a b
year of birth does not matter). Your responses are anonymous and will be reported in group form only.

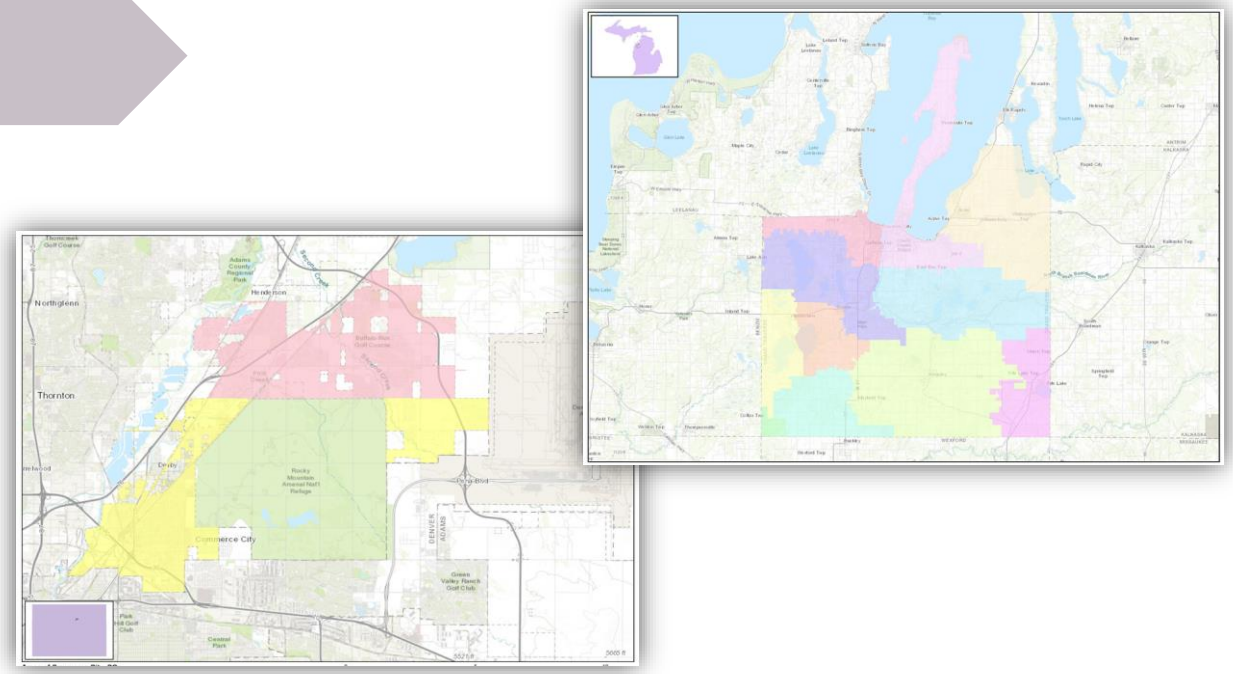
1. **Please rate each of the following aspects of quality of life in ABC.**

	Excellent	Good	Fair	Poor
ABC as a place to live	1	2	3	4
Your neighborhood as a place to live	1	2	3	4
ABC as a place to raise children	1	2	3	4
ABC as a place to work	1	2	3	4
ABC as a place to visit	1	2	3	4
ABC as a place to retire	1	2	3	4
The overall quality of life in ABC	1	2	3	4
Sense of community	1	2	3	4

2. **Please rate each of the following characteristics as they relate to ABC as a whole.**

	Excellent	Good	Fair	Poor
Overall economic health of ABC	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in ABC	1	2	3	4
Overall design or layout of ABC's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4
Overall quality of the utility infrastructure in ABC (water, sewer, storm water, electric/gas)	1	2	3	4
Overall feeling of safety in ABC	1	2	3	4
Overall quality of natural environment in ABC	1	2	3	4

Sampling



Selecting households and residents

As in previous years, all households will be eligible for the survey. We have found that United States Postal Service (USPS) lists, updated quarterly,, provide the best representation of all households in a specific geographies. We geocode each address location to assure it is within your boundaries and identify each specified area for sub-sampling.

Multi-family housing units will be over-sampled as these residents typically respond to surveys at lower rates and we want to hear from them! To further support scientific results, we also use an unbiased procedure to select a single individual within the household.

Using unbiased methods helps ensure the attitudes expressed by our respondents closely approximate the attitudes of all adult residents living in your community.

Selecting the right number

How many households we mail to is dependent on your budget, the level of precision you would like to see, the level of effort you expect to be able to dedicate to promotion and outreach, and our best estimates of expected response rates. We can't guarantee response numbers, but we work hard to maximize them.

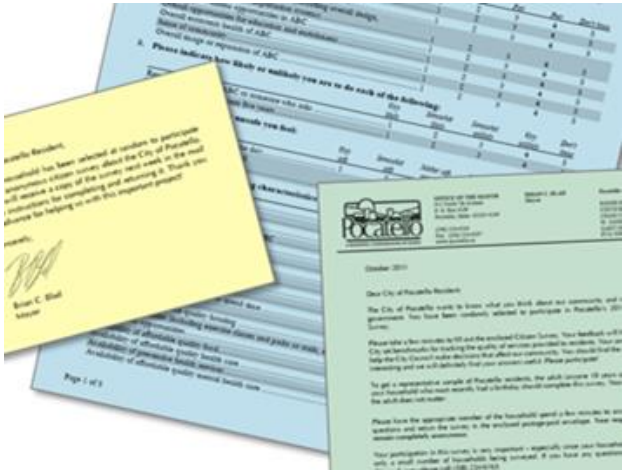
Your program manager can discuss any questions you may have about sampling approaches, their associated costs, and pros and cons of each.

Implementation

Mailed surveys receive the highest response rates

Using best practices, each selected household will be contacted more than once.

- The NCS includes multi-contact mailed invitations to a selection of households to complete the survey online; paper surveys may be mailed for an additional cost
- The mailed materials will explain the importance of participation and give instructions on completing and/or returning the survey.
- To lend legitimacy, mailing materials use your letterhead and the signature of an official representative (e.g., mayor, councillor, board member, etc.).
- A web address and instructions allow for online completion.



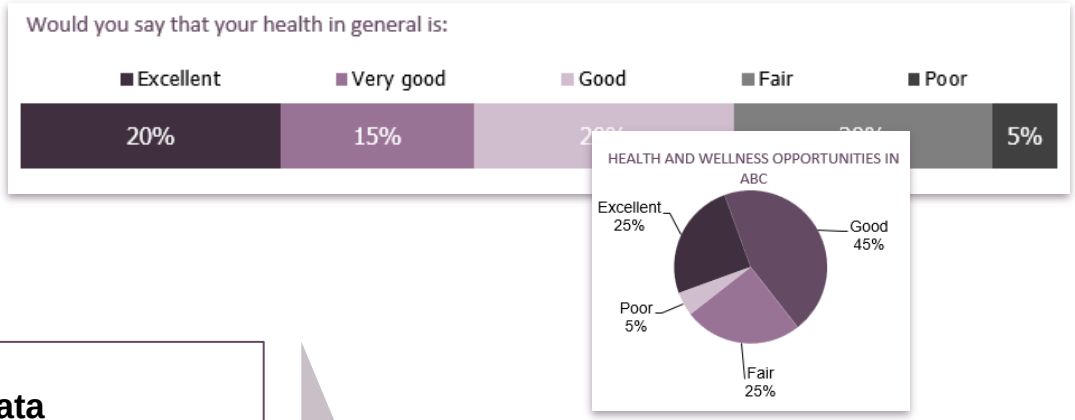
An additional opportunity for people to participate

While the random sample helps ensure representativeness, you may have residents who were not chosen for the mailed survey who want to participate. NRC will host your survey on Polco, *and once the main mailed survey data collection window is closed*, you may choose to open a new window to wider public participation.

In Polco we will have set up a profile for your community and you can use the platform to connect the survey to your social media accounts to send invitations for more people to "opt-in" to provide input. We also have resources to guide you in sharing your survey through a variety of other communication channels.

Once a respondent has completed the survey on Polco, they can have the opportunity to join your panel of resident respondents. Clients on the Polco Performance subscription plan can continue to use Polco for no additional charge, in perpetuity, to ask residents follow up questions once this survey effort is complete. More info on this later in this guide!

Weighting and Analysis



Survey Processing

Data from the web surveys are automatically entered into an electronic dataset, downloaded, cleaned as necessary, and then merged with the data from the mailed surveys to create one complete dataset.

If mailing paper surveys is selected as an add-on, returned surveys are scanned electronically (and stored in case review is needed) and entered into an electronic dataset using "key and verify" to ensure accuracy. While we find little cleaning is needed due to our expertise in question construction and formatting, completed surveys are always reviewed for inconsistencies visually, through range checks and other quality controls.

Weighting the Data

Weighting is a best practice in survey research which addresses the non-response bias. Over-sampling those who tend to under-respond helps ensure a diverse respondent base, but we will likely still hear from more women than men, more older adults than younger and more owners than renters.

Weighting increases or decreases the weight of each respondent to mimic as closely as possible your jurisdiction's demographic profile as described by the US Census. The impact on most results are small, but where the opinions of subgroups differ, weighting is very important.

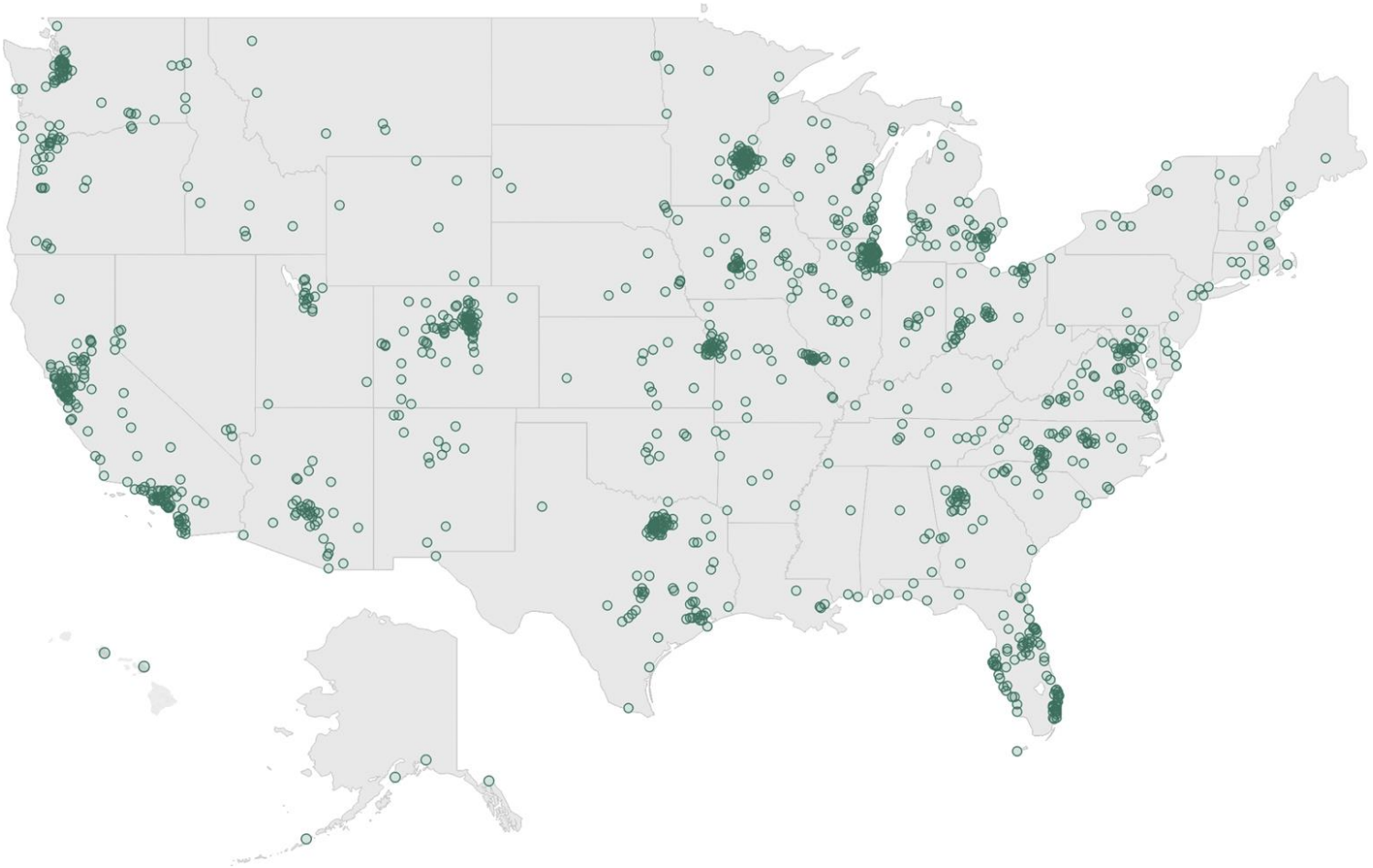
Analyzing the Data

We use documented algorithms crafted and maintained by our team of professional, academically trained, and experienced survey and data scientists. Every command is retained in a syntax file, and available for audit and re-running, as necessary.

In addition to providing a full set of responses to each survey question, we will include comparisons to national benchmarks. As always, comparisons to a custom subset of communities are available as an add-on. Repeat clients also receive a report of trends over time.

Benchmark comparisons

NRC has the largest database of resident opinion of any firm, containing over 600 comparison communities across the nation. We innovated a method to quantitatively integrate the results of surveys conducted by us and others. We maintain normative comparisons for over 120 services: police, fire, EMS, garbage collection and recycling, utilities and billing, library services, street maintenance and repair, water quality, code enforcement, senior services, transportation, city employee ratings, job opportunities, public safety, economic development, public trust and many others.



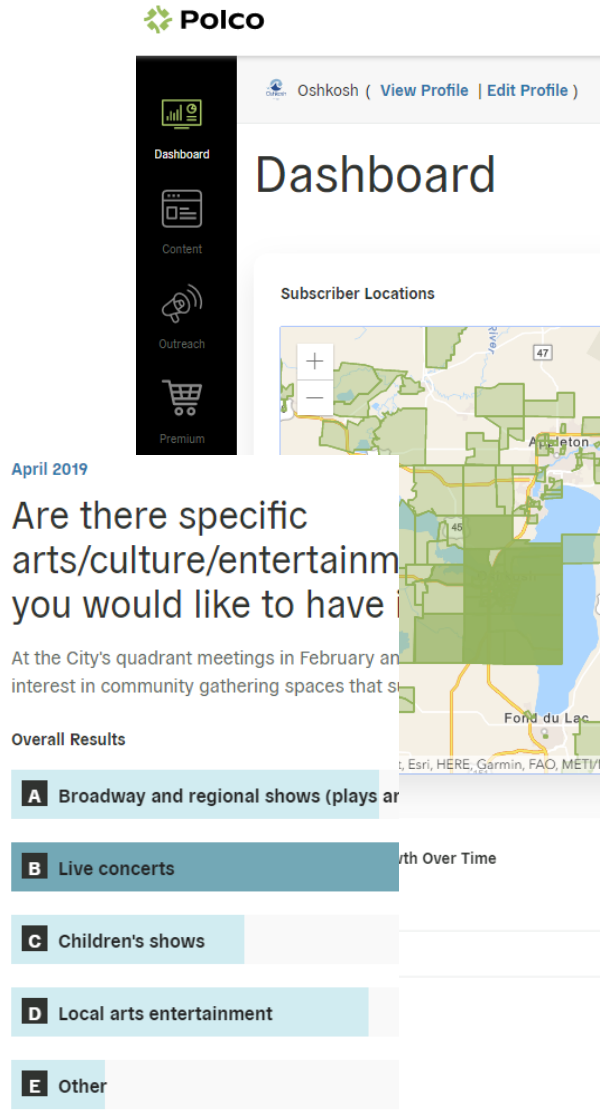
Follow up with Polco

Don't let the community input and dialogue conclude with the survey. On Polco you can continue to evolve highlighted areas for improvement through follow-up online verified surveys, policy polls and focus groups with real-time online dashboards which show the demographic/geographic variation of participation levels and resident opinion.

In 2019, NRC merged with Polco and now happily provides **the highest tier of services for our online community engagement platform** to our Polco Performance subscription clients!

The platform combines the ease of online polls/micro-surveys with the verification and reliability of in-person engagement. Polco lets you build a "standing panel" of residents who are available to give their perspective on any number of items whenever you want to ask a question and receive that input.

- The online version of The NCS will be hosted on Polco.
- After completing The NCS online, residents will be asked if they would like to join your Polco panel.
- You can use the Polco platform to ask follow-up questions to your community survey or ask about hot topics or other issues as they arise.
- Municipal staff or elected officials can post unlimited short surveys or single questions. Questions can include images (maps, pictures, and video) in addition to links to better inform respondents about more complex issues.
- To further build your panel, you can share new questions through social media, email, in-person events, local media, and other channels as appropriate (we can provide guidance on the best ways to communicate with residents about Polco).
- Polco responses are organized in visually compelling real-time dashboards and can be aggregated by districts.
- Polco is also able to provide aggregated demographic information (e.g., age, gender, etc.) for the majority of the verified response group.



Polco Performance ($8300/year)

- One benchmark survey per 12 month period
- Advanced report for benchmark survey
- Program manager to implement your benchmark survey process and provide guidance on use of Polco

Includes Premium Polco features

- Custom Profile
- Unlimited Content
- 10 Administrator Seats
- Resident Verification
- Guest Responses
- Demographic breakdowns
- Geographic Maps
- Access to Full Library of Polls and Surveys
- Results Filtered by Verification Status
- Advanced Survey Creation Options
- Custom Geographic Areas

- Our program managers are analysts, survey scientists, and experts in using Polco. They are here to guide you!
- Choose one of our benchmark surveys, developed by our National Research Center experts
- We will mail two postcard (initial and reminder) invitations to up to 1,500 statistically sampled addresses.
- Data will be weighted to improve representativeness, when possible.
- The advanced online report includes national benchmark comparisons (when available) and an executive summary written by your program manager.

THE NCS™ The National Community Survey™

THE NBS™ The National Business Survey™

THE NPSS™ The National Police Services Survey™

THE NES™ The National Employee Survey™

CASOA™ Community Assessment Survey for Older Adults™

THE EDWS™ The Economic Development Workforce Survey

A La Carte Options

- Mail to *additional* constituents -managed by us - to ensure representativeness for you community!
  - ☆ Mail two postcard invitations -initial and reminder ($120 per 100)
  - ☆ Mail two paper surveys - initial and reminder with a prenotification postcard ($3,500 per 1,000)
- Spanish translation for benchmark survey ($945)
- Add custom questions to your benchmark survey: developed with guidance from your program manager (½ page $1,600, full page $2,380).
- Custom benchmark comparisons (*The NCS only*) by region, population size or other criteria, as available ($1,120 per custom group)
- Presentation of results ($3,605 in-person, $2,170 online)
- Next Steps Workshop: NRC leads a workshop with four key activities: debriefing survey data, identifying areas of focus, identifying strategies and creating initial action plans. ($5,670 in-person, $4,235 online)

CONNECT WITH RESIDENTS • MAKE DATA-DRIVEN DECISIONS

THE NCS™
The National Community Survey™

The National Community Survey™ (The NCS™) is the gold standard for gauging public opinion. Endorsed by ICMA, tested and trusted by hundreds of jurisdictions, The NCS provides an accurate assessment of quality of life, community livability and local government policies and services. The NCS allows you to compare your local results with benchmarks from hundreds of communities across the U.S. Talk to us about how to use scientific survey methods for the clear, unbiased and accurate results you need to take action.

- ► Evaluate services
- ► Measure quality of life
- ► Monitor performance
- ► Enhance communication
- ► Build trust
- ► Assist strategic planning
- ► Inform budgeting
- ► Plan capital investments

NRC has conducted thousands of surveys for hundreds of jurisdictions in our 25 year history. In that process we have spent a lot of time thinking about local governments and their jurisdictions, talking with staff, residents and stakeholders, presenting survey results and facilitating discussions and strategic planning sessions. Combining this deep experience with extensive research on models of community livability we have honed The NCS to focus on 10 key facets of community livability:

- Economy
- Safety
- Education, Arts and Culture
- Mobility
- Utilities
- Community Design
- Parks and Recreation
- Inclusivity and Engagement
- Natural Environment
- Health and Wellness

SUPPORT LOCAL BUSINESS • STRENGTHEN YOUR ECONOMY

THE NBS™
The National Business Survey™

The National Business Survey™ (The NBS™) helps you assess the state of your business community. The NBS gives you the answers you need from business owners and managers to strengthen business development, retain employers, bolster the economy and track business expectations for the coming year.

- ► Attract and retain new and existing businesses
- ► Develop labor market programs
- ► Enact business-friendly policies

The NBS™ is the fastest and easiest way for you to stay in tune with the needs and demands of your local business owners. The NBS provides the reconnaissance local governments need to make informed choices and strengthen business development, retention and the community's economy.

The NBS tracks business expectations for the coming year, identifies characteristics of the business environment needed to enhance local economic vitality, monitors the kind of services and policy support that would allow local businesses to succeed, describes local companies and shows business owners' perceptions of the quality of current services and community life.

PROMOTE SAFETY • BUILD POSITIVE COMMUNITY CONNECTIONS

THE NPSS™
The National Police Services Survey™

The National Police Services Survey™ (The NPSS™) helps strengthen community relationships, aligns resident and government priorities and increases community safety. Talk to us about how to use scientific survey methods to provide an accurate picture of resident opinions related to community police services. Benchmark your local results comparing them to a national survey panel. The NPSS data can be used for:

- ► Communications and Engagement
- ► Evidence-based Decision-making and Innovation
- ► Disparity Analysis
- ► Strategic Planning and Performance Measurement
- ► Program and Capital Investment
- ► Budgeting and Fundraising
- ► Compliance with Public Feedback Requirements and Guidelines

The NPSS gathers the opinions of residents regarding their satisfaction with police services, covering areas that impact public safety and confidence in policing:

- Quality of Service
- Public Trust
- Communications
- Diversity and Inclusion
- Perceptions of Safety

ENGAGE YOUR EMPLOYEES • EMPOWER YOUR ORGANIZATION

THE NES™
The National Employee Survey™

The National Employee Survey™ (The NES™) is a powerful tool that uses rigorous and statistically-valid methods of administration and analysis while sensitively ensuring employee anonymity to encourage candor. Results may be segmented by departments, tenure, exemption status and more, providing a comprehensive and specific picture of employee opinion. HR managers/senior staff use the The NES to:

- ► Show management interest in employee satisfaction
- ► Develop strategies to improve work conditions and employee engagement
- ► Identify areas for improvement
- ► Strengthen the connection of the local government workforce to residents
- ► Improve staff morale

The NES gathers the opinions of employees regarding their satisfaction on the job and other key characteristics of a quality work environment: communication, organizational ethics, employee fit, wages and benefits, the physical work space, supervisory relationships, the job feedback system, professional development and self-reported performance.
The NES covers six aspects of organizational climate:

- Job Satisfaction
- Supervisor and Work Group
- Executive Leadership
- Workplace
- External Customers
- Support Services

PROMOTE SUCCESSFUL AGING • HELP YOUR COMMUNITY THRIVE

CASOA™
Community Assessment Survey for Older Adults™

The Community Assessment Survey for Older Adults™ (CASOA™) helps you develop informed plans to support healthy aging and sustain a thriving, age-friendly community. CASOA assesses the strengths and needs of older adult residents and compares their perceptions of community livability to others across the country. Bring the voice of older adults into your decision-making processes!

- ► Evaluate services
- ► Promote inter-agency engagement
- ► Build trust
- ► Assist strategic planning
- ► Measure quality of life
- ► Inform budgeting
- ► Monitor performance
- ► Enhance communication services
- ► Plan capital investments

CASOA™ serves as a strategic planning and evaluation tool that clients (cities, counties, Area Agencies on Aging, etc.) use to develop their older adult service plans, determine how future resources will be allocated and evaluate their current service provision.

- Identify community strengths in serving older adults
- Articulate the specific needs of older adults in the community
- Estimate contributions made by older adults to the community
- Determine the connection of older adults to the community

BUILD LOCAL RESOURCES • STRENGTHEN YOUR WORKFORCE

THE EDWS
The Economic Development Workforce Survey

The Economic Development Workforce Survey™ (The EDWS™) was developed by research experts and economic development thought-leaders to produce clear, unbiased, actionable results that you can rely on. Communities across the nation use The EDWS data to:

- ► Assess employment opportunities
- ► Align workforce skills with existing jobs
- ► Identify training and education needs
- ► Plan the recruitment and retention of desirable businesses
- ► Assist business leaders to build capacity within the existing workforce
- ► Understand the relationship between jobs that pay a livable wage, community affordability and housing stress

The EDWS helps plan for growth by exploring a community's strengths and weaknesses related to economic development.

Pricing for Ramsey NCS 2020

THE NCS™
The National Community Survey™

Polco Performance Package

- One statistically sampled benchmark survey per year
- Polco premium features

Subscription $8,300/year

Recommended Add-Ons - These reflect a similar scope of work to past survey years

- Hybrid mailing approach: Multi-contact mailed invitations to 2,700 households (1,200 receive paper surveys with postage paid return envelopes, 1,500 receive postcard invitations to complete the survey online) **$4,200/year**
- Half-page of custom questions: **$1,600/year**
- Custom benchmark comparisons: **$1,120 per group/year**

2020 Total: $15,220

Contact

National Research Center
POWERED BY POLCO

Polco

For further information:

Jade Arocha
Senior Program Manager
jade@polco.us
(303) 226-6987

Or hello@polco.us



CC Regular Session **5. 16.**

Meeting Date: 10/13/2020

Submitted For: Sean Sullivan, Community Development

By: Sean Sullivan, Community Development

Information

Title:

Adopt Resolution #20-233 Approving Lease Agreement of 6701 Hwy 10 NW; Case of Mille Lacs Motor Sports II (Portions of meeting may be closed to the public)

Purpose/Background:

Note: this case is listed with the potential to discuss in closed session. The City Council can request that this case be pulled for discussion and moved into closed session if so desire. However, if the City Council is comfortable moving forward without discussion, this can remain on Consent Agenda.

Mille Lacs Motor Sports (Power Lodge) has requested use of an area behind the building at 6701 Hwy 10 NW for temporary storage of boats and inventory for its business for 3 temporary lease periods. The lease periods are October 15, 2020 - November 15, 2020, April 1, 2021 - May 31, 2021 and October 1, 2021 - November 30, 2021. The business continues to grow and the use of this area for the time periods requested increases efficiencies for the operation of that business. The lease rages from $0.59-$0.61 which is considered market rate for outside storage. Staff has worked with the City Attorney, Premier Commercial Properties and Mille Lacs Motor Sports to draft the attached lease agreement.

Notification:

N/A

Observations/Alternatives:

Observations:

City Staff is still working on the exact square footage and area of the property available for the lease. The final lease calculation will be adjusted (if needed) and the square footage rate will be applied to area.

The Terms of the lease are straight forward. Here are some of the specifics based on 7,182 SF lease area :

1. Lease. Landlord leases to Tenant the area outlined in Exhibit A along the rear property line of the property located at 6701 Highway 10 NW (PID 34-32-25-12-0009) (the Leased Area).
2. Term. The Lease consists of three Lease Periods: October 15, 2020-November 15, 2020, April 1, 2021 - May 31, 2021 and October 1, 2021-November 30, 2021.
3. Use. The Leased Area may only be used for storage of Tenant's inventory and/or customer's boats. The Leased Area may not be used for employee parking or any other use without Landlord's written permission. No signage shall be installed by Tenant in or on the Leased Area. Tenant shall conduct its business and control its agents, employees, invitees and visitors in such a manner as not to create waste, odors, nuisance, or interfere with, annoy or disturb any other tenant of Landlord or Landlord's employees and agents in its operation of the 6701 Highway 10 property. Tenant acknowledges that the Leased Area is not fenced except along the rear of the property or otherwise secured in any manner and Landlord makes no representations as to the security of the Leased Area.
4. Access. To the extent reasonably practicable, the Leased Area shall be accessed by Tenant through the gate on the east fence of Outdoor Storage Area D located at the rear of 6745 Highway 10 NW. A 15-foot-wide through lane between the rear of the building at 6701 Highway 10 NW and the Leased Area must be maintained at all times for emergency vehicle access and for City access to the rear of the 6701 building.

5. Rent. A lump sum fee of $1,814.00 shall be paid by Tenant to Landlord upon execution of this Lease in full payment of rent for the full term of Lease Periods 1, 2 and 3. The Leased Area must be clear of all inventory, customers boats and refuse during the time in between Lease Periods.
6. Maintenance and Improvements. Tenant is solely responsible for routine maintenance of the Leased Area during the term of the Lease, including trash removal. Tenant shall not damage the existing parking surface, normal wear and tear excepted. Any damage to the Leased Area by Tenant, its employees, agents, customers or guests shall be repaired by Tenant at its sole cost. In the event Tenant does not complete said repairs, Landlord may do so and invoice the cost of such repairs to Tenant plus 15% for overhead incurred by Landlord. The Leased Area is provided "as is" and Landlord is not obligated to make any improvements to the existing property as part of this Lease. Tenant shall not make any improvements to the Leased Area without Landlord's written permission.
7. Assignment or subletting. Tenant may not assign, transfer, mortgage or encumber this Lease, and may not sublet, rent or permit occupancy or use of the Leased Area, or any part thereof, by any third party.
8. Entry by Landlord. Landlord, its employees, agents or representatives may enter the Leased Area at all reasonable hours to inspect or make repairs. Tenant waives any claim for damages or for any injury or inconvenience or for interference with Tenant's business, and any other loss occasioned thereby.
9. Hold Harmless and Liability Insurance. Except in the case of the negligence of Landlord, its agents or its employees, Tenant agrees to indemnify, save, hold harmless and defend Landlord against all claims, losses or liabilities for injury or death to any person or for damage to or loss of use of any property arising or resulting from the occupancy or use by Tenant of the Leased Area. Landlord shall not be liable to Tenant, its agents, employees, representatives, customers or invitees for any personal injury, death or damage to property caused by theft, burglary, fire or for any other cause occurring on or about the Leased Area. All property kept, stored or maintained within the Leased Area shall be so kept, stored or maintained at the sole risk of the Tenant. Tenant further agrees to defend and indemnify Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. Further, in no event shall Landlord be liable for damages caused by Tenant or Tenant's employees or agents. The provisions of this Paragraph shall survive the expiration or termination of this Lease with respect to any damage, injury, death, breach or default occurring prior to such expiration or termination.
10. During the Lease Term and any extension thereof, Tenant shall at all times have in full force and effect a policy of general public liability insurance in the amount of the greater of $2,000,000.00 or the maximum liability for tort liability pursuant to Minnesota Statutes Section 466.04 and any amendments thereto, which insurance shall insure Landlord and Tenant against liability for acts of Landlord and Tenant.

Alternatives:

1. Recommend to Approve lease, as presented. (subject to actual lease area calculation)
2. Recommend to Approve lease, with modifications
3. Not approve the lease

Funding Source:

N/A.

Recommendation:

The EDA Reviewed this case on October 8, 2020 at its regular board meeting and made a unanimous recommendation to approve the Lease as presented subject to final lease area calculation and review by the City Attorney.

Action:

Motion to adopt Resolution #20-233 approving Lease Agreement of 6701 Hwy 10 NW; Case of Mille Lacs Motor Sports II; subject to final lease area calculation and review by the City Attorney.

Attachments

Site Location Map

ACTION - Resolution #20-233

ACTION - Draft Lease Agreement - Mille Lacs

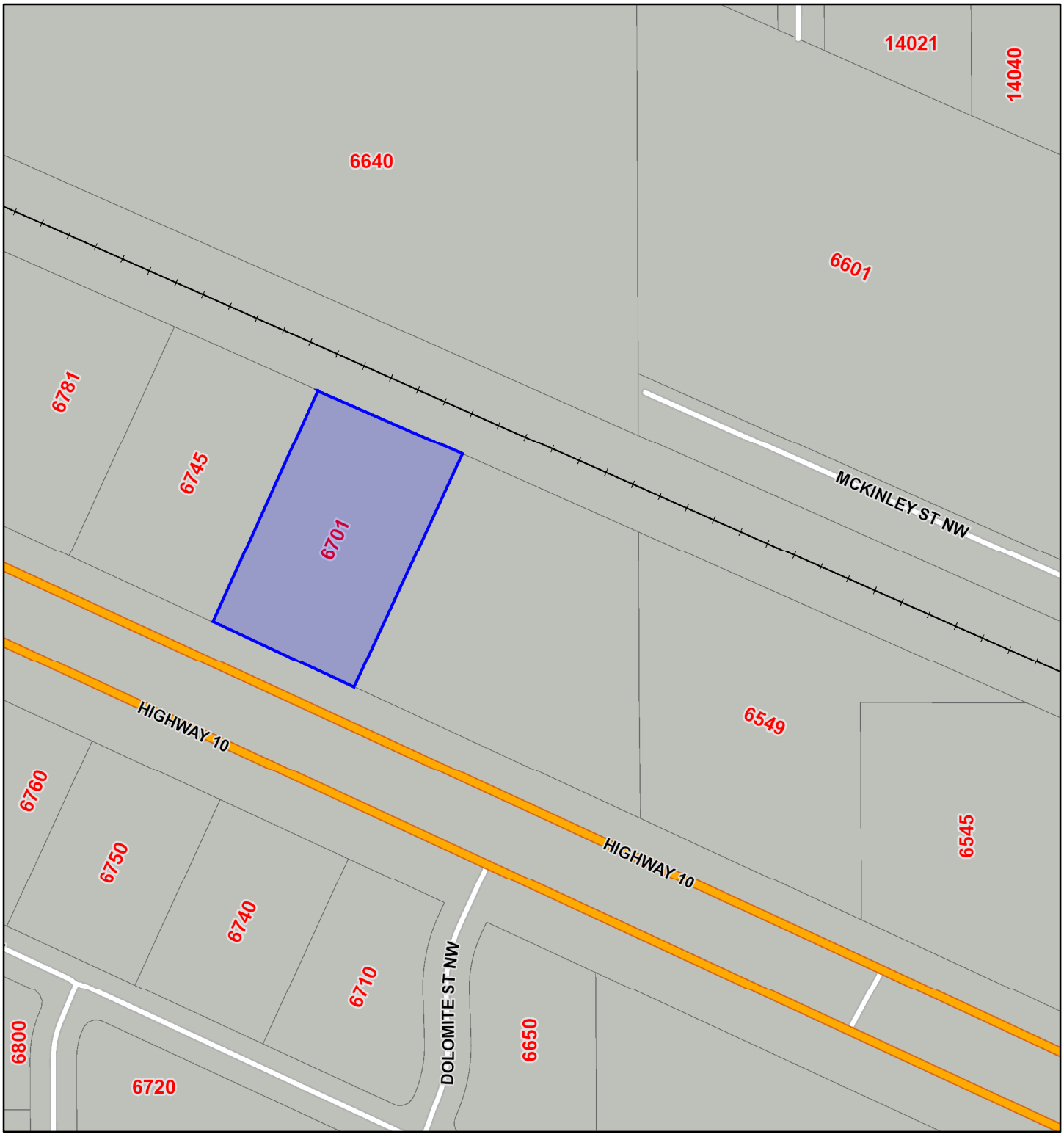
Lease Area Aerial

Other Areas Leased by Mille Lacs

Form Review

Inbox	Reviewed By	Date
Sean Sullivan (Originator)	Sean Sullivan	10/08/2020 09:15 AM
Tim Gladhill	Tim Gladhill	10/08/2020 10:21 AM
Tim Gladhill	Kathy Schmitz	10/08/2020 03:57 PM
Sean Sullivan (Originator)	Kathy Schmitz	10/08/2020 03:57 PM
Kurt Ulrich	Kurt Ulrich	10/08/2020 04:03 PM
Sean Sullivan (Originator)	Kathy Schmitz	10/08/2020 04:04 PM
Tim Gladhill	Tim Gladhill	10/08/2020 04:09 PM
Kurt Ulrich	Kathy Schmitz	10/08/2020 04:17 PM
Form Started By: Sean Sullivan		Started On: 10/02/2020 01:16 PM
Final Approval Date: 10/08/2020		

6701 Hwy 10 NW



September 30, 2020

1:2,400

0 112.5 225 450 ft

0 30 60 120 m

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search,appraisal, survey, or for zoning verification.

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

RESOLUTION #20-233

APPROVING LEASE AGREEMENT FOR 6701 HWY 10 NW: CASE OF MILLE LACS MOTOR SPORTS II

WHEREAS, COVID-19 pandemic has impacted the normal business operations of Mille Lacs Motor Sports II, namely their ability orderly have customer pick-up and drop off their boats and vehicles for seasonal transition times; and

WHEREAS, Mille Lacs Motor Sports II; has asked the city to consider a 3 Period lease in order to improve businesses efficiencies; for the rear portion of 6701 Hwy NW as depicted on the lease agreement (the "Lease Space"); and

WHEREAS, the Ramsey EDA had a meeting on October 8, 2020 and recommended approval of the Lease Space for the 3 Period for the flat fee of $1,814,00 subject to actual lease area calculation.

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

1) That the City of Ramsey authorizes execution of the lease with Mille Lacs Motor Sports II; subject to actual lease area calculation and City Attorney review.

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 13th day of October, 2020.

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF RAMSEY

TEMPORARY STORAGE LEASE

This Temporary Storage Lease is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (Landlord) and **Mille Lacs Motor Sports II, Inc.**, a Minnesota corporation (Tenant).

Recitals

A. Landlord currently leases to Tenant real property located at 6781 Highway 10 in Ramsey, which contains Tenant's "Power Lodge" motorsports business.

B. Tenant provides winter boat storage services to its customers.

C. Landlord owns the two parcels to the southeast, namely 6745 and 6701 Highway 10. Pursuant to the existing Lease Agreement, Tenant leases Outdoor Storage Areas C and D behind and adjacent to the building located at 6745 Highway 10.

D. Tenant desires to temporarily store customer boats and/or inventory in the row of parking spaces at the rear of the 6701 Highway 10 property.

E. Landlord is willing to allow temporary storage of customer boats and/or inventory in said parking area pursuant to the terms of this temporary lease agreement.

Agreement

1. Lease. Landlord leases to Tenant the area outlined in Exhibit A along the rear property line of the property located at 6701 Highway 10 (PID 34-32-25-12-0009) (the Leased Area).

2. Term. The term of this Lease is from:

   Lease Period 1: October 15, 2020, through November 15, 2020,

   And;

   Lease Period 2: April 1, 2021, through May 30, 2021,

   And:

   Lease Period 3: October 1, 2021, through November 30, 2021

   unless extended by written agreement executed by both parties.

3. Use. The Leased Area may only be used for storage of Tenant's inventory and/or customer's boats. The Leased Area may not be used for employee parking or any other use without Landlord's written permission. No signage shall be installed by Tenant in or on the Leased Area. Tenant shall conduct its business and control its agents, employees, invitees and visitors in such a manner as not to create waste, odors, nuisance, or interfere with, annoy or disturb any other tenant of Landlord or Landlord's employees and agents in its operation of the 6701 Highway 10 property. Tenant acknowledges that the Leased Area is not fenced except along the rear of the property or otherwise secured in any manner and Landlord makes no representations as to the security of the Leased Area.

4. Access. To the extent reasonably practicable, the Leased Area shall be accessed by Tenant through the gate on the east fence of Outdoor Storage Area D located at the rear of 6745 Highway 10. A 15-foot-wide through lane between the rear of the building at 6701 Highway 10 and the Leased Area must be maintained at all times for emergency vehicle access and for City access to the rear of the 6701 building.

5. Rent. A lump sum fee of $1,814 shall be paid by Tenant to Landlord upon execution of this Lease in full payment of rent for Lease Periods 1, 2 and 3. The Leased Area must be clear of all inventory, customers boats and refuse after each lease period ends.

6. Maintenance and Improvements. Tenant is solely responsible for routine maintenance of the Leased Area during the term of the Lease, including trash removal. Tenant shall not damage the existing parking surface, normal wear and tear excepted. Any damage to the Leased Area by Tenant, its employees, agents, customers or guests shall be repaired by Tenant at its sole cost. In the event Tenant does not complete said repairs, Landlord may do so and invoice the cost of such repairs to Tenant plus 15% for overhead incurred by Landlord. The Leased Area is provided "as is" and Landlord is not obligated to make any improvements to the existing property as part of this Lease. Tenant shall not make any improvements to the Leased Area without Landlord's written permission.

7. Assignment or subletting. Tenant may not assign, transfer, mortgage or encumber this Lease, and may not sublet, rent or permit occupancy or use of the Leased Area, or any part thereof, by any third party.

8. Entry by Landlord. Landlord, its employees, agents or representatives may enter the Leased Area at all reasonable hours to inspect or make repairs. Tenant waives any claim for damages or for any injury or inconvenience or for interference with Tenant's business, and any other loss occasioned thereby.

9. Hold Harmless and Liability Insurance. Except in the case of the negligence of Landlord, its agents or its employees, Tenant agrees to indemnify, save, hold

harmless and defend Landlord against all claims, losses or liabilities for injury or death to any person or for damage to or loss of use of any property arising or resulting from the occupancy or use by Tenant of the Leased Area. Landlord shall not be liable to Tenant, its agents, employees, representatives, customers or invitees for any personal injury, death or damage to property caused by theft, burglary, fire or for any other cause occurring on or about the Leased Area. All property kept, stored or maintained within the Leased Area shall be so kept, stored or maintained at the sole risk of the Tenant. Tenant further agrees to defend and indemnify Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. Further, in no event shall Landlord be liable for damages caused by Tenant or Tenant's employees or agents. The provisions of this Paragraph shall survive the expiration or termination of this Lease with respect to any damage, injury, death, breach or default occurring prior to such expiration or termination.

During the Lease Term and any extension thereof, Tenant shall at all times have in full force and effect a policy of general public liability insurance in the amount of the greater of $2,000,000.00 or the maximum liability for tort liability pursuant to Minnesota Statutes Section 466.04 and any amendments thereto, which insurance shall insure Landlord and Tenant against liability for acts of Landlord and Tenant.

10. Hazardous Materials. Tenant shall not bring hazardous materials onto, or otherwise store hazardous materials on, the Leased Area other than the fuel that is properly contained and secured in fuel tanks in the boats and other equipment stored in the Leased Area. For purposes of this paragraph, Hazardous Material means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) the Comprehensive Environmental Response, Compensation and Liability Act, and so-called Superfund law, or any federal state or local statute, law, ordinance, code rule regulation, order or decree relating to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect. Tenant will indemnify and hold harmless Landlord from any losses, liabilities, damages, costs or expenses (including reasonable attorney's fees) which Landlord may suffer or incur as a result of Tenant's introduction into or onto the Premises, of any Hazardous Material. This paragraph shall survive expiration or termination of this Lease.

11. Default. If Tenant shall be declared bankrupt or insolvent according to law or if Tenant shall make an assignment for the benefit of its creditors or if Tenant shall violate or default in any other covenants, agreements, stipulations or conditions herein and such violation or default shall continue for five days after written notice from Landlord of such violation or default, then and in such case Landlord

lawfully may immediately, or at any time thereafter, and without notice or demand, enter into and upon the Leased Are, or any part thereof, in the name of the whole, and repossess the same and expel Tenant and those claiming under it and remove their effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass, and prejudice, and Landlord shall have all remedies and recourse which might otherwise be used by Landlord for any breach of covenants contained in this Lease.

12. Notices. All communications, demands, notices or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Lease at the addresses set forth below for each party, or if to a person not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner.

Landlord:	City Administrator City of Ramsey 7550 Sunwood Drive Ramsey, Minnesota 55303
Landlord's Agent	Premier Commercial Realty 299 Coon Rapids Blvd. NW Coon Rapids, MN 55433
Tenant:	Mille Lacs Motor Sports II, Inc. 6781 Highway 10 N.W. Ramsey, MN 55303

Either party may, by written notice to the other party, designate a different address to which notices must be sent. Such written notice designating a different address must state the party's newly designated address and must be provided by following the above notice requirements. Commencing on the 10th day after a party gives notice designating a new address to which notices must be sent, the newly designated address shall be the party's address for the purpose of all communication, demands, notices or objections permitted or required to be given or served under this Lease.

13. Entire Agreement. This Lease constitutes the entire agreement between the parties relating to the subject matter described herein. The terms of this Lease are contractual and are intended to be legally binding. This Lease supersedes any and all prior agreements between the parties relating to the subject matter described

herein. No party has relied upon any statements, representations, or promises that are not set forth in this Lease. No changes to this Lease will be valid or enforceable unless they are in writing and signed by both parties.

CITY OF RAMSEY

By: _____ Date: _____
John LeTourneau, Mayor

By: _____ Date: _____
Kurtis G. Ulrich, City Administrator

MILLE LACS MOTOR SPORTS II, INC.

By: _____ Date: _____
Tom Dehn, President

Lease Area - 6701 Hwy 10 NW



October 7, 2020

1:600

0 25 50 100 ft

0 5 10 20 m

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search,appraisal, survey, or for zoning verification.

Lease Reference Map

A: 22,000 SF, Power Lodge, Outdoor

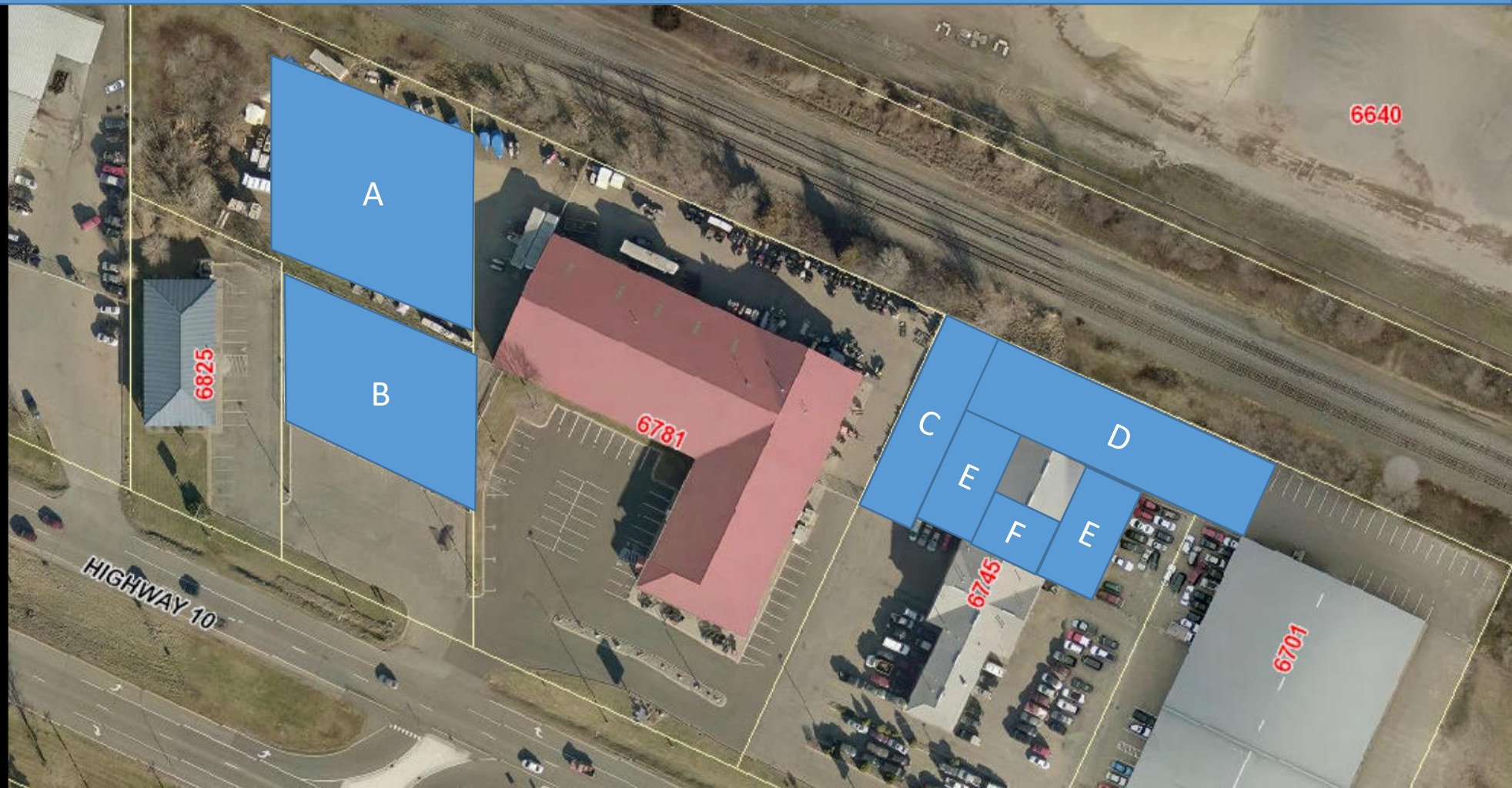
B: 15,000 SF, Power Lodge, Outdoor

C: 3,200 SF, Power Lodge, Outdoor

D: 12,000 SF, Power Lodge, Outdoor

E: 7,900 SF, Power Lodge, Indoor

F: 2,150 SF, RM Golf Carts, Indoor



CC Regular Session **5. 17.**

Meeting Date: 10/13/2020
Submitted For: Sean Sullivan, Community Development
By: Sean Sullivan, Community Development

Information

Title:

Adopt Resolution #20-232 Approving Lease Agreement for 6701 Hwy 10 NW: Case of Connections Church (Portions of the meeting may be closed to the public)

Purpose/Background:

Note: this case is listed with the potential to discuss in closed session. The City Council can request that this case be pulled for discussion and moved into closed session if so desire. However, if the City Council is comfortable moving forward without discussion, this can remain on Consent Agenda.

Connections Church has presented a Letter of Intent to lease the west 4,820 square feet of 6701 Hwy 10 NW. Staff, along with Premier Commercial Properties (property manager), has been negotiating with the proposed tenant over the past month. Connections Church previously leased space in Ramsey Elementary but is no longer allowed to lease there due to the Covid-19 Pandemic. They currently are meeting outdoors at Elmcrest Park Sunday mornings and are in need of another location before the weather restricts the ability to hold services outdoors. Connections Church is also in the process of purchasing land on Highway 10 to build their future church. The west 4,820 square feet of 6701 is currently vacant and has been used sporadically by Youth First over the summer.

This space was previously occupied by Northern Light Church. During the last lease period from 11/1/18-10/31/19 Northern Light Church paid $2,962 / month and was also responsible for the Snow Plowing and clearance of snow and ice from the sidewalks.

Notification:

N/A

Observations/Alternatives:

The Letter of Intent and offer of $2,500/month by Connections Church is the offer that is on the table for consideration. Staff and the property manager have tried to negotiate a lease that is closer to market rate, and even to the reduced rate of $2,962 / month that Northern Light Church paid in 2019 but were unable to do so. Northern Lights Church did pay for snow plowing / sidewalk clearance and the tenant has now agreed to pay its pro-rata share as part of this lease. Even though the rate of $2,500 / month is significantly below market, there is value to having a tenant in the building and maintaining it. Based on the current office market, the short term nature of the lease and the value of having a tenant in the building, Staff and the Property Manager support accepting the offer with the key terms below.

Key Lease Terms
Location: 6701 Hwy 10 (West 4,820 SF)
Lease Duration: November 1, 2020 - October 31, 2021
Lease Rate: $2,500 / month ($6.22 / SF)
Utilities: Tenant paid
Snow Plowing / Sidewalks: Tenant paid (Tenant has subsequently agreed to paying "pro-rata" share)

Alternatives:

1. Approve the Lease as presented; subject to City Attorney review.

2. Direct staff to continue negotiations with proposed tenant.
3. Do not approve the lease.

Funding Source:

This item is being handled under normal Staff duties

Recommendation:

The EDA reviewed this item on October 8, 2020 and recommended approval of the lease as presented; subject to City Attorney review

Action:

Motion to adopt Resolution #20-232 approving Lease Agreement for 6701 Highway 10 NW: Case of Connections Church; subject to City Attorney review.

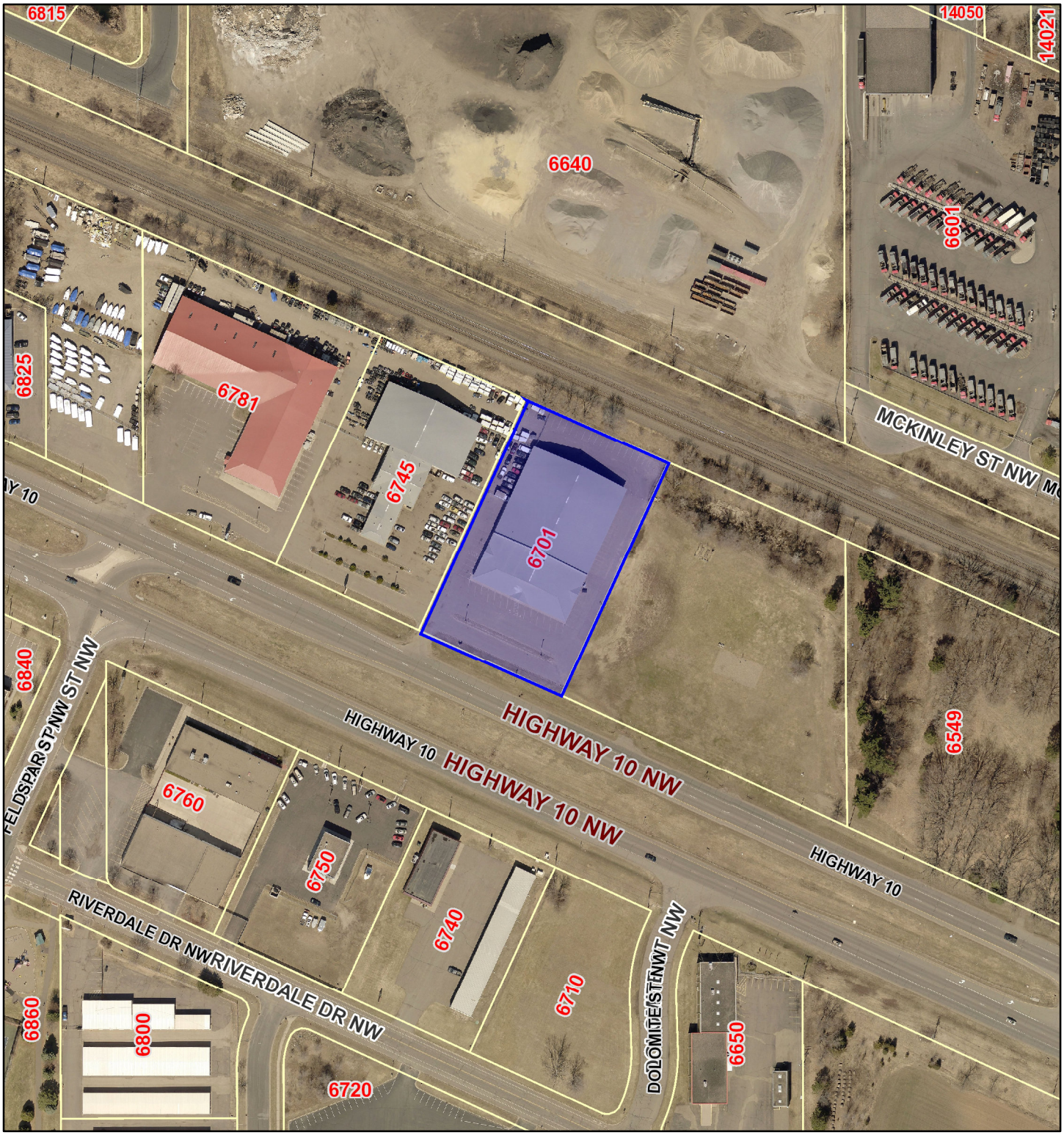
Attachments

Site Location Map
ACTION - Resolution #20-232
ACTION - Lease Connections Church
Letter of Intent Connections Church

Form Review

Inbox	Reviewed By	Date
Sean Sullivan (Originator)	Sean Sullivan	10/08/2020 09:15 AM
Tim Gladhill	Tim Gladhill	10/08/2020 10:23 AM
Kurt Ulrich	Kurt Ulrich	10/08/2020 01:56 PM
Form Started By: Sean Sullivan		Started On: 10/02/2020 01:17 PM
Final Approval Date: 10/08/2020		

Site Location Map - 6701 Hwy 10 NW



September 28, 2020

1:2,400

0 112.5 225 450 ft

0 30 60 120 m

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search,appraisal, survey, or for zoning verification.

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

RESOLUTION #20-232

APPROVING LEASE AGREEMENT FOR 6701 HWY 10 NW: CASE OF CONNECTIONS CHURCH

WHEREAS, COVID-19 pandemic has impacted the normal business operations of Connections Church, namely their ability to lease space at Ramsey Elementary School; and

WHEREAS, Connections Church has asked the city to consider a 1 year lease of the west 4,820 square feet of 6701 Hwy NW (the "Lease Space"); and

WHEREAS, the Ramsey EDA had a meeting on October 8, 2020 and recommended approval of the Lease Space at a rate of $2,500.00 per month.

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

1) That the City of Ramsey authorizes execution of the lease with Connections Church.

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 13th day of October, 2020.

_____
Mayor

ATTEST:

_____
City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Lease") made as of this _____ day of _____, 2020, is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation, 7550 Sunwood Drive, Ramsey, Minnesota 55303 ("Landlord") and **Connections Church**, a non-profit corporation organized under the laws of the State of Minnesota, 6701 U.S. Highway 10, Ramsey, Minnesota ("Tenant"). The Landlord and the Tenant are hereinafter collectively referred to as "the parties" and individually as a "party."

IN CONSIDERATION OF the mutual agreements expressed herein, the parties agree as follows:

1. **Purpose.** Landlord is the fee owner of the Premises described in Paragraph 2 of this Agreement. Tenant desires to rent the Premises from Landlord for Tenant's use as a place of worship and related uses. Landlord is willing to lease the Premises to Tenant pursuant to the terms and conditions of this Lease.

2. **Premises.** The "Premises" consists of the Westerly 4,820 square feet of the office area located in the building located at 6701 Highway 10 Northwest, in Ramsey, Minnesota and which building ("Building") is located on the following legally described property:

Lot 3, Block 1, DEAL INDUSTRIAL PARK, Anoka County, Minnesota.

The Premises also include the nonexclusive use of the paved parking areas adjacent to the Building, excluding the fenced in area. The Tenant's employees and invitees shall not be permitted to the use of those parking areas which interfere with the reasonable use of other tenants located within the Building.

The Premises is depicted on the attached Exhibit A hereto, and is labeled "4,820 sf Office Space" and "Parking." Exhibit A is incorporated herein as if fully set forth in this Lease.

3. **Term.** The term of this Lease is for a period of one year, commencing on November 1, 2020 (the "Commencement Date") and ending at midnight on October 31, 2021, unless extended by written agreement of both parties or sooner terminated as provided herein ("Lease Term"). If Tenant desires to end this Lease after a period of six months, Tenant may do so by providing Landlord with 90 days prior written notice. However, in no event may Tenant terminate this Lease earlier than April 30, 2021. Notwithstanding the Lease Term, Landlord may terminate this Lease at any time at Landlord's sole option upon 90 days prior written notice to Tenant.

4. **Use.** The Premises shall be used by Tenant as a commercial use for worship, educational and outreach purpose programs as directed by Connections Church. Tenant will not make or suffer any unlawful or offensive use of the Premises or any use or occupancy thereof contrary to any federal law, state law or ordinance of the City of Ramsey now or subsequently hereto made. Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Premises; and if any increase in the in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to activity or equipment of Tenant in or about the Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefore and further, shall discontinue or cause the discontinuance of such conduct or shall remove such equipment upon Landlord's demand made at any time thereafter.

5. **Rent.** Tenant covenants and agrees to pay to Landlord at the Landlord's office without demand, monthly rent in the following amounts:

Year 1 (11/1/20 through 11/30/21): $2,500.00

All Rent shall be payable on the first day of each month during the Lease Term. If Landlord does not receive the Rent by the fifth day of the month, Tenant must pay a late fee equal to five percent of the overdue rent payment as an additional rent. Rent is "paid" when Landlord receives it, not when mailed or sent by Tenant.

6. **Additional Rent.** In addition to the Rent set forth in Paragraph 5 of this Lease, Tenant covenants and agrees to pay as additional rent all monies required to be paid by Tenant as set forth in the balance of this Lease. Specifically, but not by way of limitation, the reasonable value of any action taken or materials used by Landlord to correct or mitigate any violations of this Lease by the Tenant shall be deemed additional rent and charged to Tenant payable with the Rent as set forth in Paragraph 5.

7. **Utilities and Trash Removal.** Tenant is solely responsible for paying for all utilities servicing the Premises, including but not limited to, water, natural gas and electricity. Tenant is also responsible for paying for the removal of all trash and recycling materials generated as a result of Tenant's use of the Premises. Landlord is not responsible for any interruption in such services beyond the reasonable control of Landlord.

8. **Real Estate Taxes and Special Assessments.** Landlord is responsible for the payment of all real estate taxes and special assessments pertaining to the Premises during the Lease Term.

9. **Repair and Maintenance.** Tenant shall keep in good order and repair all glass, including plate glass, and the interior of the Premises, and heating, sprinkler, water and electric fixtures in and upon the Premises, ordinary wear and tear excepted. Tenant shall protect such systems against freezing and damage due to neglect of Tenant, and Tenant shall keep the abutting sidewalks and parking areas free of ice and snow. Tenant shall pay all costs and expenses necessary to maintain the plumbing, heating, air conditioning and electrical systems in and upon the Premises in good order and repair. Landlord shall have the plumbing, heating, air conditioning, and electrical systems in working order on the Commencement Date. Tenant shall be responsible to keep sidewalks adjacent to the Premises neat and clean and in sanitary condition, free from ice and snow, waste or debris and shall neither commit or permit and waste or nuisance thereon. Tenant shall arrange for all necessary maintenance of the Premises, including but not limited to snow removal, except that Landlord shall be responsible for all lawn (grass) maintenance on the grassy areas around the Building. Tenant shall also be responsible for any flower, shrubbery plantings, and or tree pruning it may choose on the front and east side of the Building. Except for lawn (grass) maintenance above referenced, Tenant shall pay 100% of all costs and expenses for such maintenance of any plantings it chooses and/or tree pruning. Tenant shall be solely and exclusively responsible for any and all costs and expenses of any nature or kind whatsoever attributable to the Premises except as herein otherwise provided. Tenant agrees to and shall maintain and keep the interior and exterior areas of the Premises in the same high degree of maintenance and upkeep as when the Tenant takes possession. Provided, however, that Landlord shall be responsible for repair of the foundation, the exterior walls excluding glass and doors, the roof and any defect that is pre-existing as of the date hereof.

10. **Tenant's Improvements, Alterations and Remodeling.** Tenant shall be permitted to perform improvements, alterations or remodeling on or to the Premises consistent with its intended use thereof; provided however, that such improvements shall be done at the sole expense of Tenant and provided that any single improvement reasonably expected to exceed $2,500.00 in cost may be done only with Landlord's prior written consent. Notwithstanding the above, Tenant shall not make any alterations to the structure, plumbing, electrical, or HVAC systems of the Building without the prior written consent of Landlord.

11. **Landlord's Improvements.** Landlord agrees, at Landlord's expense, to remove the fence on the North side of the Building, allowing for access to the rear of the Building. Landlord further agrees, at Landlord's expense, to repaint the front facade of the Building.

12. **Assignment or Subletting.** Tenant may not assign, transfer, mortgage or encumber this Lease, and may not sublet, rent or permit occupancy or use of the Premises, or any part thereof, by any third party; no assignment or transfer of this Lease shall be effectuated voluntarily, by operation of law, or otherwise. Any of the foregoing will hereinafter be referred to as an "Assignment" for purposes of this Lease.

13. **Destruction of Premises.** If the Premises are totally destroyed (or so substantially damaged as to be wholly untenable) by storm, fire, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and Rent shall be accounted for between Landlord and Tenant as of that date. If the Premises are damaged but not rendered wholly untenable and the damage can be fully repaired within 90 days from the date of the damage, Rent shall abate in proportion as the Premises have been damaged, and Landlord shall restore within said 90 day time limit, whereupon payment of full Rent shall re-commence. In the event Landlord fails or refuses to fully repair the Premises within said 90 days, Tenant may terminate this Lease.

14. **Removal of Fixtures.** Unless otherwise approved by Landlord, Tenant must, prior to the termination of this Lease, remove all fixtures and equipment which Tenant has placed in the Premises. Tenant must repair all damage caused by removal of fixtures or equipment.

15. **Entry by Landlord.** Landlord or its agents or representatives may enter the Premises at all reasonable hours to inspect the same, clean, make repairs, alterations and additions thereto or exhibit the Premises to prospective tenants, purchasers or others, or for other reasonable purposes as Landlord may deem necessary or desirable, and Tenant shall not be entitled to any abatement or reduction of Rent, or any other sums due. Tenant waives any claim for damages or for any injury or inconvenience or for interference with Tenant's business, and any other loss occasioned thereby.

16. **Default.** If Tenant defaults for 10 days after written notice from Landlord in paying any Rent, including additional rent, or if Tenant shall be declared bankrupt or insolvent according to law or if Tenant shall make an assignment for the benefit of its creditors or if Tenant shall violate or default in any other covenants, agreements, stipulations or conditions herein and such violation or default shall continue for ten 10 days after written notice from Landlord of such violation or default, then and in such case Landlord lawfully may immediately, or at any time thereafter, and without notice or demand, enter into and upon the Premises, or any part thereof, in the name of the whole, and repossess the same and expel Tenant and those claiming under it and remove their effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass, and prejudice, and Landlord shall have all remedies and recourse which might otherwise be used by Landlord for arrears of Rent or any breach of covenants contained in this Lease.

17. **Quiet Enjoyment.** Landlord covenants and agrees to allow Tenant to peacefully have, hold and enjoy the Premises during the Lease Term, provided that Tenant pays the Rent set forth herein and performs all of Tenant's other agreements and obligations set forth herein.

18. **Nuisance.** Tenant shall conduct its business and control its agents, employees, invitees and visitors in such a manner as not to create waste, odors, nuisance, or interfere with, annoy or disturb any other tenant of Landlord in its operation of the Building or the Premises.

19. **Hold Harmless and Liability Insurance.** Except in the case of the negligence of Landlord, its agents or its employees, Tenant agrees to indemnify, save, hold harmless and defend Landlord against all claims, losses or liabilities for injury or death to any person or for damage to or loss of use of any property arising or resulting from the occupancy or use by Tenant of the Premises. Landlord shall not be liable to Tenant, its agents, employees, representatives, customers or invitees for any personal injury, death or damage to property caused by theft, burglary, water, gas, electricity, fire or for any other cause occurring on or about the Premises. All property kept, stored or maintained in the Premises shall be so kept, stored or maintained at the sole risk of the Tenant. Tenant further agrees to indemnify, defend and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. Further, in no event shall Landlord be liable for damages caused by Tenant or Tenant's employees or agents. The provisions of this Paragraph shall survive the expiration or termination of this Lease with respect to any damage, injury, death, breach or default occurring prior to such expiration or termination.

During the Lease Term and any extension thereof, Tenant shall at all times have in full force and effect a policy of general public liability insurance in the amount of the greater of $2,000,000.00 or the maximum liability for tort liability pursuant to Minnesota Statutes Section 466.04 and any amendments thereto, which insurance shall insure Landlord and Tenant against liability for acts of Landlord and Tenant.

20. **Hazard Insurance.** It shall be the responsibility of Landlord to keep the Premises and its interest therein covered by hazard insurance against loss or damage by fire and other perils. Landlord shall provide to Tenant copies of such insurance policies upon reasonable request of Tenant.

21. **Time of the Essence.** Time is of the essence with regard to this Lease and the terms therein.

22. **Relationship of Parties.** This Lease shall create the relationship of Landlord and Tenant between the parties and none other.

23. **Holding Over.** If Tenant remains in possession of the Premises, or any part thereof, after the expiration or termination of the Lease Term with the express written consent of Landlord, Tenant shall be deemed to be occupying the Premises as a Tenant at will, subject to all the conditions, provisions and obligation of this Lease insofar as the same can be applicable to a tenant at will; provided, however, that the Rent required to be paid by Tenant during any holdover period shall be a minimum of 1.5 times the monthly Rent which Tenant was obligated to pay for the month immediately preceding the end of the Lease Term, for each month or any part thereof, of any such holdover period. In the event of holding over by Tenant after expiration or termination of this Lease without the written consent of Landlord, Tenant shall be in breach of this Lease and Landlord shall be entitled to all of its rights and remedies under this Lease, in law, or in equity. No holding over by Tenant after the Lease Term shall operate to extend the Lease Term or renew this Lease. In the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Premises covered hereby effective upon the expiration or termination of the Lease.

24. **Surrender of Premises.** At the termination of this Lease, Tenant shall surrender the Premises and all keys thereof to Landlord.

25. **Eminent Domain.** If the entire Premises are taken by any public authority under the power or threat of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority, and the Landlord shall make a pro rata refund of any Rent that has been paid in advance by Tenant for a period beyond the date of the taking. In the event that less than the entire Premises is so taken and provided the Premises are not rendered untenable thereby, then this Lease shall terminate only at the option of the Landlord. In the event that only a part of the Premises is so taken and that this Lease does not so terminate, there shall be a pro rata reduction in Rent to the extent that such taking interferes in any way with Tenant's use of the Premises, and all other terms and provisions of this Lease shall remain in full force and effect. All damages awarded for such taking shall belong to and be the property of the Landlord, irrespective of the basis on which they were awarded.

26. **Subordination.** Tenant agrees that, at the Landlord's election, this Lease shall be subordinate to any land Lease or mortgage now on or to be placed in the future on the Premises or Building and to any and all advances to be made thereunder and to the interest thereon and to all renewals, replacements and extensions thereof, provided that such subordination shall not materially affect either party's obligations under this Lease.

Tenant hereby appoints Landlord as its attorney-in-fact to execute such documents as may be required to accomplish such subordination.

27. **No Waiver.** No reference to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled ether at law or in equity. Landlord's failure to insist upon a strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right or option; but the same shall remain in full force and effect.

28. **Captions.** The captions and headings herein are for convenience and reference only.

29. **Brokers.** Each of the parties represents and warrants to the other that there are no claims for brokerage commission or finder's fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any such claim including, without limitation, reasonable attorney's fees in connection therewith.

30. **No Partnership.** This Lease does not create a joint venture or partnership relation between the parties hereto.

31. **Notices.** All communications, demands, notices or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Lease at the addresses set forth below for each party, or if to a person not a party to this Lease, to the address designated by a party to this l\Lease in the foregoing manner.

Landlord: City Administrator
City of Ramsey
7550 Sunwood Drive
Ramsey, Minnesota 55303

Tenant: Craig Norenberg
Connections Church
6701 Highway 10 NW
Ramsey, Minnesota 55303

Either party may, by written notice to the other party, designate a different address to which notices must be sent. Such written notice designating a different address must state the party's newly designated address, and must be provided by following the above notice requirements. Commencing on the 10th day after a party gives notice designating a new address to which notices must be sent, the newly designated address shall be the party's address for the purpose of all communication, demands, notices or objections permitted or required to be given or served under this Lease.

32. **Force Majeure.** The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, except for the payment of monies, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse or structures, riot, war, labor and/or legal disputes, delays or restrictions by government bodies, inability to obtain or use necessary materials or any cause beyond the reasonable control of such party, provided however that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay.

33. **Minnesota Law.** This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota. The parties agree that the Minnesota state courts will have exclusive jurisdiction over any dispute arising out of this Lease.

34. **Entire Agreement.** This Lease constitutes the entire agreement between the parties relating to the subject matter described herein. The terms of this Lease are contractual and are intended to be legally binding. This Lease supersedes any and all prior agreements between the parties relating to the subject matter described herein. No party has relied upon any statements, representations, or promises that are not set forth in this Lease. No changes to this Lease will be valid or enforceable unless they are in writing and signed by all of the parties.

35. **Equal Drafting.** In the event any party asserts a provision of this Lease is ambiguous, this Lease must be construed to have been drafted equally by the parties.

36. **Savings Clause.** Each provision of this Lease is separate and distinct and individually enforceable. In the event any provision hereof or the application of any such provision under any circumstance is declared to be unlawful or invalid, the enforceability of all the other provisions shall not be affected.

37. **Counterparts.** This Lease may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute a single agreement.

38. **Security And Damage Deposit.** Tenant contemporaneously with the execution of this Lease, has deposited with Landlord the sum of Two Thousand Five Hundred

and 00/100 Dollars ($2,500.00), receipt of which is hereby acknowledged by Landlord, which deposit is to be held by Landlord, as a security and damage deposit for the faithful performance by Tenant during the term hereof or any extension hereof. Prior to the time when Tenant shall be entitled to the return of this security deposit, Landlord may commingle such deposit with Landlord's own funds and to use such security deposit for such purpose as Landlord may determine. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term hereof or any extension hereof, then Landlord, either with or without terminating this Lease may (but shall not be required to) apply such portion of said deposit as may be necessary to compensate or repay Landlord for all losses or damages sustained or to be sustained by Landlord due to such breach on the part of Tenant, including, but not limited to overdue and unpaid rent, any other sum payable by Tenant to Landlord pursuant to the provisions of this Lease, damages or deficiencies in the reletting of the Leased Property, and reasonable attorney's fees incurred by Landlord. Should the entire deposit or any portion thereof, be appropriated and applied by Landlord, in accordance with the provisions of this paragraph, Tenant upon written demand by landlord, shall remit forthwith to Landlord a sufficient amount of cash to restore said security deposit to the original sum deposited, and tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Said security deposit shall be returned to Tenant, less any depletion thereof as the result of the provisions of this paragraph, at the termination of this Lease. Tenant shall have no right to anticipate return of said deposit by withholding any amount required to be paid pursuant to the provision of this Lease or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the date and year first above written.

Landlord's Address:

City Administrator
7550 Sunwood Drive
Ramsey, Minnesota 55303

CITY OF RAMSEY

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Administrator

Tenant's Address:

6701 U.S. Highway 10
Ramsey, Minnesota 55303

CONNECTIONS CHURCH Ramsey, a Minnesota Non-Profit Organization

By: _____
Its:

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by John Letourneau, the Mayor, and Kurtis G. Ulrich, the City Administrator, of the City of Ramsey, a Minnesota Municipal Corporation, under the laws of the State of Minnesota on behalf of the Corporation.

_____
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of October, 2020, by Craig Norenberg, the Director of Operations of the Connections Church of Ramsey, a Minnesota Non-Profit Corporation, under the laws of the State of Minnesota on behalf of the Corporation.

_____
Notary Public

199985

EXHIBIT A



PREMIER
COMMERCIAL
PROPERTIES

A Real Estate Services Company
299 Coon Rapids Boulevard
Suite 200
Coon Rapids, MN 55433
763.862.2005 Office
763.862.1925 Fax

City of Ramsey
7550 Sunwood Drive
Ramsey, Minnesota 55303

September 23rd, 2020

RE: Proposal to lease space at: **6701 Hwy 10 Ramsey, MN**

Dear Ms. Lund,

This correspondence is to serve as a letter of intent to enter into a lease agreement for office space located at 6701 Hwy 10 Ramsey, MN. This letter of intent will allow us to move forward on a layout and to finalize a building lease agreement for the building. The general terms of the lease are anticipated to be as follows:

TENANT: **Connections Church**
Craig Norenberg, Director of Operations
6017 167th Avenue NW
Ramsey, MN 55303

1) LOCATION: 6701 Hwy 10 Ramsey, MN. Front office space on the west side, adjacent to Youth First.

2) SIZE: Approximately 4829 square feet.

3) LEASE TERM: One (1) year.

4) COMMENCEMENT DATE: November 1, 2020.

5) BASE RENT: **Connections Church** will pay the following **monthly** rent for the office space:

Months 1-12 $2,500.00, plus heat and electric

6) IMPROVEMENTS: Building Owner will provide the following improvements to the space prior to Lease Commencement:

1) Landlord to insure all electrical and mechanical and plumbing systems are in proper operation prior to the Lease Commencement.

2) Balance of the space to be taken "as-is"

7) SECURITY DEPOSIT: One months gross rent ($2,500.00) shall be due upon Lease execution.

8) 1st MONTH DUE: First months gross rent ($2,500.00) shall be due at Lease execution.

9) USE: Tenant shall use the space as a church. Should the church sub-lease space, each and every case needs to be approved by the Landlord

10) SIGNAGE: At Tenant's expense, pre-approved by Landlord and shall meet all City codes and standards.

11) OPERATING COSTS: **Connections Church** will pay for their own electrical useage, telephone, internet, trash, heat and ~~a pro-rata share of snowplowing~~. All other utilities are included in the rent.

14) INSURANCE: As required by the lease, to include liability and property insurance.

Both **Connections Church** and **Landlord** intend to negotiate diligently and enter into a formal lease agreement no later than October 15th, 2020. We hope that these terms are generally acceptable and that we can move forward in finalizing a lease. We also hope you understand that this is a **non-binding letter of intent**, and that the only binding agreement between both parties will be the completed and signed Lease.

Please indicate your understanding and acceptance of these general terms by signing below and returning to my attention.

TENANT: _____

BUILDING OWNER: _____

Thank you,

Marty Fisher
Direct (763) 862-2005 Fax (763) 862-1925

CC Regular Session **6. 1.**

Meeting Date: 10/13/2020

By: Bruce Westby, Engineering/Public Works

Information

Title:

PUBLIC HEARING: Adopt Resolution #20-229 Adopting Assessment Roll Certifying Assessments for Improvement Project #20-04, Puma Street Improvements

Purpose/Background:

Purpose:

The purpose of this case is to conduct the required Assessment Hearing and adopt Resolution #20-229 adopting the final assessment roll certifying assessments for Improvement Project #20-04, Puma Street Improvements.

Background:

The improvements proposed with this project are the last in a series of improvement projects providing street, trail and trunk utility improvements to serve numerous commercial and residential developments in the general area.

Original Conditions

In 2006, Bunker Lake Boulevard was improved west of Armstrong Boulevard. The easterly 2,650 feet was constructed with trunk 18-inch polyvinyl chloride (PVC) sanitary sewer and 16-inch ductile iron pipe (DIP) watermain under a permanent bituminous pavement section. The westerly 1,400 feet of Bunker Lake Boulevard to Puma Street, as well as all of Puma Street between Bunker Lake Boulevard and Alpine Drive, was constructed without trunk utilities and only a temporary pavement section generally consisting of 3 inches of aggregate base under 2 inches of bituminous pavement. Based on future demand, trunk utilities were ultimately proposed to be extended to and along Puma Street, after which the temporary pavement sections would be replaced with permanent pavement sections.

In the fall of 2017, approximately 1,400 linear feet of municipal trunk utility extension improvements were constructed along the west end of Bunker Lake Boulevard, east of Puma Street. These trunk utilities were required to serve portions of the new Riverstone residential development west of Puma Street, as well as a portion of the new Bunker Lake Industrial Park development south of Bunker Lake Boulevard.

In late 2017 through early 2018, trunk utility improvements were extended along Puma Street, north of Bunker Lake Boulevard. These utility improvements were required to serve a majority of the Riverstone residential development, future commercial and residential development east of Puma Street, plus some undeveloped land in the Northfork development, west of the Riverstone development. These developments are designated as municipal urban service areas (MUSA) thereby requiring service by City sewer and water.

In the summer/fall of 2018, permanent street and trail improvements were constructed on the sections of Bunker Lake Boulevard and Puma Street where trunk utility improvements were previously constructed.

Completed Improvements

The proposed Puma Street Improvements are being driven by two proposed residential developments abutting Puma Street south of Alpine Drive, including 40.06 acres of the Riverstone (Capstone Homes) development west of Puma Street, and 30.50 acres of Alpha Development (AKM Farms/Paxmar) east of Puma Street. Figures showing the location and scope of both the Alpha Development and Riverstone residential developments are attached.

In the spring of 2020, Capstone Homes began development of the 4th Addition of the Riverstone residential development, west of Puma Street. There are currently no plans to begin construction of Alpha Development, east of Puma Street.

Streets and Trails

Approximately 1,000 feet of Puma Street and the adjacent regional trail south of Alpine Drive were realigned and reconstructed to replace the existing temporary street section with a permanent street section including bituminous pavement, concrete curb and gutter, storm sewer, and associated appurtenant improvements.

All street, storm sewer and trail improvements meet all applicable State Aid standards including curb and gutter design, pavement structural capacity, horizontal and vertical curves, lane and shoulder widths, and clear zones. Puma Street meets a 9-ton all-weather pavement design.

Trunk Watermain

Trunk 16-inch ductile iron pipe watermain was extended north along Puma Street to Alpine Drive to serve the Riverstone and Alpha Development residential developments with water, and to ultimately provide a looped watermain system along Puma Street and Alpine Drive. Looped watermain will more reliably serve properties in the area, provide better fire flows, and provide better water quality by removing a dead end. Alpine Drive is scheduled to be reconstructed in 2025 per the City's current Capital Improvement Program (CIP). At that time, trunk watermain will be extended along Alpine Drive to connect the existing trunk watermain running parallel to Armstrong Boulevard to the watermain installed under Puma Street with this project.

Trunk Sanitary Sewer

Trunk 8-inch poly-vinyl chloride sanitary sewer was extended north along Puma Street to serve the Riverstone and Alpha Development residential developments with sanitary sewer. The sewer is not designed to serve properties north of Alpine Drive with municipal sewer. Those properties can be served in the future, if needed, from a proposed trunk sewer line along Armstrong Boulevard.

Storm Sewer

The Puma Street improvements included construction of a permanent urban street section with concrete curb and gutter and storm sewer improvements, including connections to an adjacent stormwater pond in the Riverstone development.

Public Comment

AKM Farms/Paxmar has shared via email that they do not generally support being assessed at this time, but no formal objections have been received to date. Should any formal public comments be received prior to the Assessment Hearing these comments will be shared with the City Council before the Assessment Hearing is opened.

Notification:

Notice for this Assessment Hearing was published in the City's official newspaper, the Anoka Union Herald, on Friday, September 25, 2020. Assessment Hearing Notices were also mailed to the two benefiting property owners as required by Minnesota Statute Chapter 429. A copy of Statute 429 is attached to this case, as are copies of the notices mailed to the benefiting property owners.

Anoka County requires that assessments be certified to the County Auditor by November 16, 2020 for collection on next year's (2021) taxes. Property owners must therefore prepay their special assessments in full by November 16, 2020 to avoid paying interest.

Observations/Alternatives:

Observations:
Construction of this project is substantially complete. Only punch list work remains, which will be completed next year. As is standard practice on street improvement projects, the City does not issue final payment to the contractor until the following year so punch list work can be completed to the satisfaction of the City and abutting property owners, which often includes turf establishment work thereby requiring the work to be completed during the following year's growing season.

Alternatives:
Alternative #1 – Adopt Resolution #20-229 adopting the final assessment roll certifying assessments for Improvement Project #20-04, Puma Street Improvements.

Alternative #2 – Deny adoption of Resolution #20-229 at this time.

Funding Source:
Project Costs
The preliminary cost estimate for the Puma Street improvements per the Feasibility Report was $990,000. Preliminary assessments were adopted by the City Council on March 24, 2020, in the amounts of $283,015.00 for Capstone Homes, and $222,025.00 for Paxmar.

On June 23, 2020, the City Council accepted bids and awarded a contract to Douglas-Kerr Underground, L.L.C. of Mora, Minnesota, per their low bid of $622,062.11. Total project costs include construction costs plus 25% indirect costs for administrative, engineering, finance, and legal costs, which resulted in a contract project cost of $777,577.64.

As noted earlier, at the time this report was prepared construction was substantially complete with only punch list work remaining. Even though final payment has not been issued, final construction costs are assumed to be known at this time. These costs were used to calculate final assessment amounts before publishing and mailing Assessment Hearing notices.

The final construction cost has been calculated at $636,586.19, resulting in a final project cost of $795,732.74. This is 2.33% more than the contract project cost and is primarily attributable to quantity increases for unanticipated utility improvements and minor paving cost overruns.

Based on final project costs, final assessments are proposed in the amounts of $184,818.90 for Capstone Homes, and $140,733.65 for AKM Farms/Paxmar. These proposed final assessment amounts are identified in the Assessment Hearing notices mailed to the benefiting property owners, which are attached for reference.

The adopted preliminary assessments and the proposed final assessments are tabulated below for comparison.

Property Owner Adopted Prelim. Assessment Proposed Final Assessment
Capstone (Riverstone) $ 283,015.00 $ 184,818.90
Paxmar (AKM Farm) $ 222,025.00 $ 140,733.65

Funding Sources
This project is being funded in part by the City, in part by Capstone Homes (Riverstone), and in part by AKM Farms/Paxmar (Alpha Development), using a combination of special assessments, Anoka County Redevelopment Authority funds as authorized pursuant to Resolution #20-141, utility enterprise funds, and stormwater funds.

The City is contributing to the project costs for two reasons. First, the City owned 4 acres of real property fronting Puma Street. Second, Puma Street is a collector street on our Municipal State Aid System, which benefits more than the immediate area.

Special Assessments
The final assessment roll is included in the attached assessment calculations spreadsheet and below.

Final Assessment Roll	

Property/Party	Net Acreage	Percentage	Assessment Amount
Paxmar/AKM Farms (Outlot A, Alpha Development)	30.50	41.5%	$140,733.64
City (Outlot B, Alpha Development 2nd Addition)	2.91	4.0%	$13,564.69
Capstone/Riverstone (Outlot H, Riverstone = 38.97 Acres + Outlot A, Alpha Development 2nd Addition = 1.09 Acres)	40.06	54.5%	$184,818.88
Total	**73.47**	**100.0%**	**$339,117.21**

Capstone Homes requested that the City assess them for all project costs benefitting their property. However, AKM Farms/Paxmar is generally not supportive of being assessed at this time for these improvements. The Chapter 429 assessment process is therefore being followed, which requires an Assessment Hearing and publishing and mailing the hearing notices. Copies of the City's Special Assessments Policy, State Statute Chapter 429, and Chapter 8 of the City Charter are attached for reference.

Over the last five years, special benefit consultation reports have typically been prepared for street reconstruction projects, with the results of these reports being used to defend final assessment amounts. Each report generally costs $6,500 and is accounted for as an indirect project cost. A special benefit consultation report was prepared for this project since the Chapter 429 assessment process is being followed, and since this year's assessments are being levied against large lot undeveloped parcels so the results from past reports are not directly applicable to this project. The table below shows the range of indicated special benefit to benefiting properties per the report completed for this project.

Property	Gross Land Size	Resulting Indicated Range of Special Benefit		
Northfork Meadows East of Puma Drive	30.50 AC	$240,000	to	$334,000
City Property East of Puma Drive	4.10 AC	$38,500	to	$50,500
Riverstone 4th Addition West of Puma Drive	38.97 AC	$467,000	to	$618,000

Anoka County Redevelopment Authority Funds
The City's share of street and trail project costs are being funded from Anoka County Redevelopment Authority (ACHRA) funds.

Utility Enterprise Funds
Trunk utility project costs are being paid from City sewer and water funds. The developer's share of trunk utility costs will be recovered through trunk fees at the time of development.

Stormwater Funds
Storm sewer project costs are being paid from stormwater funds.

Recommendation:

Staff recommends adopting Resolution #20-229 adopting the final assessment roll certifying assessments for Improvement Project #20-04, Puma Street Improvements.

Action:

Adopt Resolution #20-229 adopting the final assessment roll certifying assessments for Improvement Project #20-04, Puma Street Improvements.

Attachments

Resolution 20-229
Riverstone Development
Alpha Development
Published Hearing Notice
Capstone Hearing Notice
Paxmar Hearing Notice
MSS Chapter 429
Final Assessment Roll
City Charter Chap 8
Special Assessments Policy

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/08/2020 04:05 PM
Form Started By: Bruce Westby		Started On: 10/06/2020 09:15 AM
Final Approval Date: 10/08/2020		

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

RESOLUTION #20-229

RESOLUTION ADOPTING ASSESSMENT ROLL CERTIFYING ASSESSMENTS FOR IMPROVEMENT PROJECT #20-04, PUMA STREET IMPROVEMENTS

WHEREAS, pursuant to Ramsey City Council Resolution #20-015, adopted February 24, 2020, the City Engineer was instructed to prepare a Feasibility Report with reference to proposed street, trail, and trunk utility improvements to approximately 1,050 feet of Puma Street between 150th Lane NW and Alpine Drive NW, and other appurtenant work, and a Public Hearing was ordered for March 10, 2020 at 7 p.m., where the City Council considered the proposed improvements for said streets in accordance with the Feasibility Report; and

WHEREAS, pursuant to Ramsey City Council Resolution #20-043, adopted March 10, 2020, the Public Hearing was postponed to March 24, 2020, to allow sufficient time to mail notices to benefiting property owners and to publish notice twice in the City's official newspaper as required by law; and

WHEREAS, the City Clerk gave mailed and published notice of such hearing and improvements as required by law; and

WHEREAS, pursuant to Ramsey City Council Resolution #20-043A, adopted March 24, 2020, the City Council conducted a Public Hearing, approved the Feasibility Report, and ordered the City Engineer to prepare plans and specifications for the making of such improvements; and

WHEREAS, benefiting properties are proposed to be assessed for all or a portion of the cost of said improvements, pursuant to Minnesota Statutes Chapter 429, Chapter 8 of the City Charter, and the City's Special Assessments Policy; and

WHEREAS, pursuant to Ramsey City Council Resolution #20-106 adopted May 26, 2020, the City Council approved plans and specifications and authorized advertisements for bids for said improvements; and

WHEREAS, bids were advertised in the Anoka Union Herald and in Finance and Commerce on May 29 and June 5, 2020; and

WHEREAS, twelve bids were received, opened, and tabulated on June 19, 2020, and were found to comply with the advertisement for bids; and

WHEREAS, pursuant to Ramsey City Council Resolution #20-130 adopted June 23, 2020, the City Council accepted bids and awarded a contract to Douglas-Kerr Underground, L.L.C. of Mora, Minnesota, in the amount of $622,062.11 for construction of said improvements in accordance with the approved plans and specifications and advertisement for bids; and

WHEREAS, pursuant to Ramsey City Council Resolution #20-195, adopted September 8, 2020, an assessment roll was ordered and an assessment hearing was called for October 13, 2020 for said improvements; and

WHEREAS, pursuant to proper notice duly given as required by law, the Council met, heard and passed upon all objections to the proposed assessment for street, trail, and trunk utility improvements to approximately 1,050 feet of Puma Street between 150th Lane NW and Alpine Drive NW, along with miscellaneous appurtenant improvements.

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

1) Such proposed assessment, a copy of which is attached and incorporated herein, is hereby accepted and constitutes the special assessment against the listed properties. Each listed property is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2) Such assessment shall be payable in equal annual installments extending over a period of 5 years, and shall bear interest at the rate of 2.27 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this assessment resolution until December 31, 2021. To each subsequent installment when due shall be added interest for 1 year on all unpaid installments.

3) The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Finance Office, except that no interest shall be charged if the entire assessment is paid before November 16, 2020. Such payment must be made by November 16 or interest will be charged through December 31 of the succeeding year. In subsequent years, the property owner may at any time pay to the City the balance of the assessment remaining unpaid after the current year, provided such payment is made before November 16.

4) The City Clerk shall transmit a certification of this assessment to the Anoka County Auditor's Office to be extended on the property tax lists of the County. Such assessments shall be collected and paid in the same manner as other municipal taxes.

The motion of 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 13th day of October, 2020.

_____
Mayor

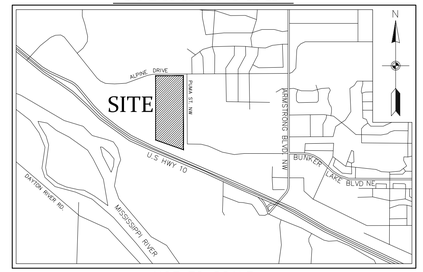
ATTEST:

_____
City Clerk

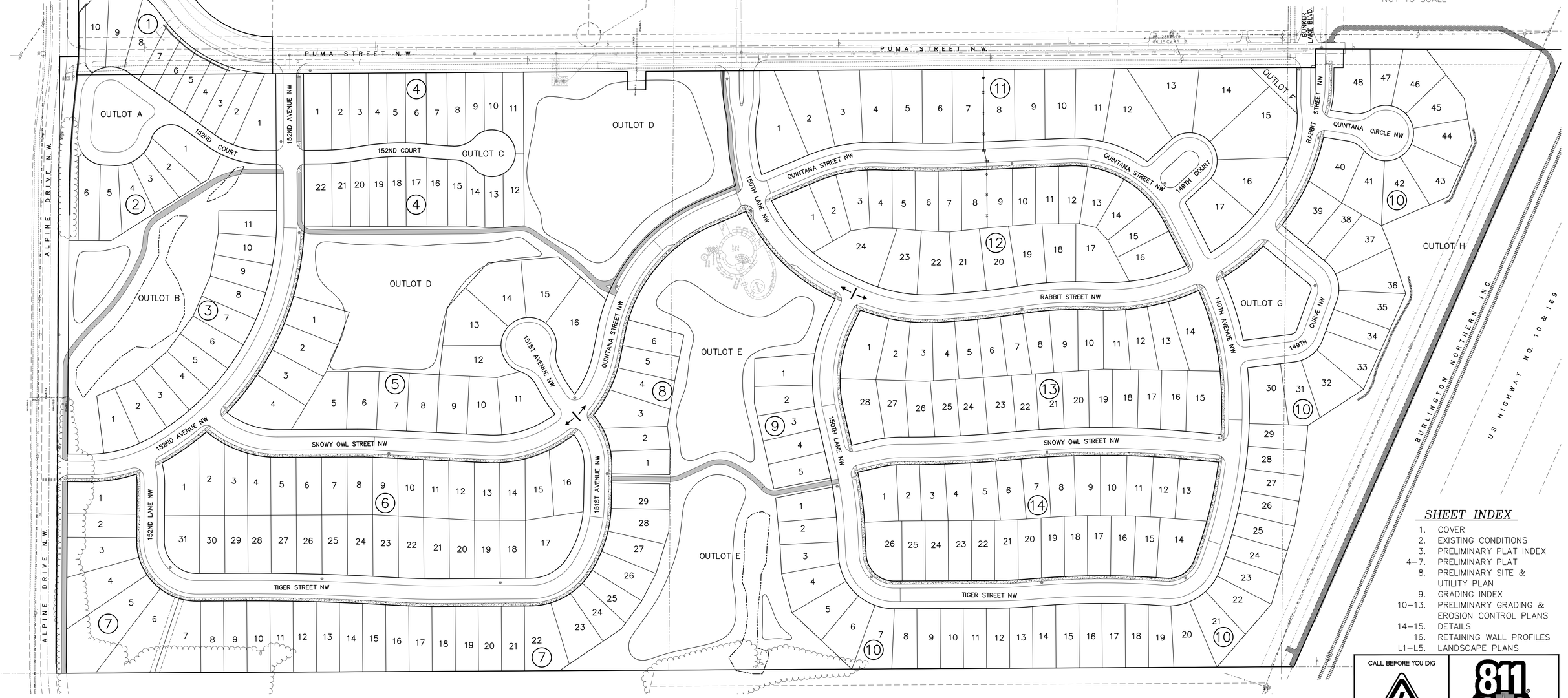
RIVERSTONE

RAMSEY, MINNESOTA

VICINITY MAP



NOT TO SCALE



SHEET INDEX

1. COVER
2. EXISTING CONDITIONS
3. PRELIMINARY PLAT INDEX
4–7. PRELIMINARY PLAT
8. PRELIMINARY SITE & UTILITY PLAN
9. GRADING INDEX
10–13. PRELIMINARY GRADING & EROSION CONTROL PLANS
14–15. DETAILS
16. RETAINING WALL PROFILES
L1–L5. LANDSCAPE PLANS

BENCHMARK

1. Anoka County Benchmark No. 3076
   Elev.= 890.186 (NAVD 88)
2. Anoka County Benchmark No. 2078
   Elev.= 899.499 (NAVD 88)

0 50 100 200
(IN FEET)

CALL BEFORE YOU DIG

811 Know what's below. Call before you dig.

The subsurface utility information shown on this plan is utility Quality Level D. This quality level was determined according to the guidelines of CI/ASCE 38-02, entitled "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

Carlson McCain
• environmental
• engineering
• surveying

3890 Pheasant Ridge Drive NE, Suite 100
Blaine, MN 55449
Phone: (763) 489-7900
Fax: (763) 489-7959
www.carlsonmccain.com

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

Print Name: Brian J. Krystofiak, P.E.
Signature:
Date: 3/08/17 License #: 25063

Drawn: ADB
Designed: BJK
Date: 3/08/17

Revisions:
1. 5/24/17 Per City Comments
2. 6/23/17 Per City Comments
3. 4/13/18 Revise Street names, B12L15-28 & B13L1-13 & add NE Trail
4. 6/13/18 Per City Comments
5. 12/4/19 Revise Layout Per Owner

RIVERSTONE DEVELOPMENT, LLC.
14015 Sunfish Lake B, Suite 400
Ramsey, MN 55303

RIVERSTONE
Ramsey, MN

COVER SHEET

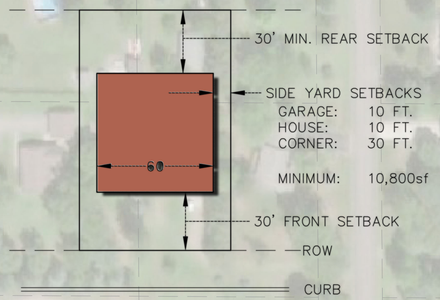
1 of 16

Save Date: 12/05/19 F:\jobs\6421 - 6440\6435 - ramsey site\cad c3d\engineering\preliminary\6435_cover.dwg

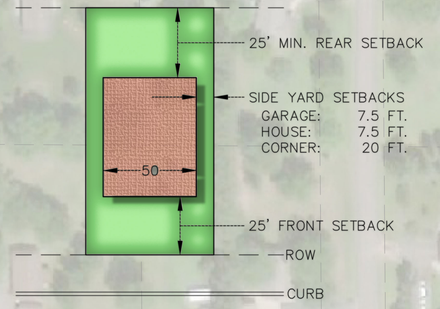
North Fork Meadows

PAXMAR©

80' SINGLE FAMILY - R1



65' SINGLE FAMILY - R2



NOTES

1) Subject property address – Southeast quadrant of Puma Street & Alpine Drive NW, Ramsey, MN 55303.

SITE DATA

TOTAL BOUNDARY AREA	±33.5 AC.
TOTAL NUMBER OF LOTS	89
65 FT. LOTS	48
80 FT. LOTS	41
NET DENSITY (EXCLUDES ROW AND WETLAND)	3.34 LOTS/AC



Carlson McCain
ENVIRONMENTAL · ENGINEERING · SURVEYING

NOTICE OF PUBLIC HEARING AND ASSESSMENT FOR
CITY IMPROVEMENT PROJECT NO. 20-04
PUMA STREET IMPROVEMENTS

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Ramsey City Council will hold a public hearing at 7:00 pm on Tuesday, October 13, 2020 in the Council Chambers at the Ramsey Municipal Center, 7550 Sunwood Drive NW, to consider, and possibly adopt, final assessments against benefiting properties for Improvement Project #20-04. Said project generally consists of reconstructing approximately 1,050 feet of Puma Street and an adjacent regional trail south of Alpine Drive to replace temporary pavement sections with permanent pavement sections including storm sewer and concrete curb and gutter, and extending municipal utilities.

The total estimated cost of the above described project is $795,732.74. The total assessment for this project is $339,117.21 pursuant to Minnesota Statutes Sections 429.011 to 429.111, Chapter 8 of the Ramsey City Charter, and the City of Ramsey Special Assessments Policy. This amount will be specially assessed against abutting developing and undeveloped properties based on the net area of the benefiting properties.

Such assessment is proposed to be payable in equal annual installments extending over a period of 5 years, and will bear interest at the rate of 2.27 percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2021. To each subsequent installment when due shall be added interest for 1 year on all unpaid installments.

Prior to certification of the assessment to the county auditor, the owner of any property so assessed may pay the entire assessment on such property, with interest accrued to the date of payment, to the City Finance Office. No interest shall be charged if the entire assessment is paid before November 16, 2020. At any time thereafter, payment may be made to the City Finance Office for the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made by November 16 or interest will be charged through December 31 of the succeeding year. The right to partially prepay the assessment is not available.

The proposed assessment roll is on file for public inspection at the City Clerk's office. Written or oral objections will be considered at the hearing. No appeal to District Court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Assessment deferral for senior citizens and totally disabled persons

Under Minn. Stat. §435.193 to 435.195 and City Code Section 46.4, the Council may, in its discretion, defer the payment of this special assessment for any homestead property owned by persons 65 years of age or older or by persons retired by virtue of a permanent and total disability. When deferment of the special assessment has been granted and is terminated for any other reason provided in that law and City Code Section 46.4, all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirement of this law and City Code Section 46.4, may, within 30 days of the confirmation of the assessment, apply to the City Clerk for the prescribed form for such deferral of payment of this special assessment on his/her property.

Right to appeal to District Court

An owner may appeal an assessment to District Court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the mayor or clerk of the City within 30 days after the adoption of the assessment and filing such notice with the District Court within 10 days after service upon the mayor or clerk.

Written comments are welcome and shall be addressed to the Ramsey City Council, 7550 Sunwood Drive NW, Ramsey, MN 55303. Written comments will be received at the above address until 4:30 p.m. on October 13, 2020. All interested persons are invited to attend the hearing and comment on the project and proposed assessments. Questions on the project and proposed assessments may be directed to City Engineer Bruce Westby at 763-427-1410.

The City of Ramsey complies with the Americans With Disabilities Act and upon advance request, information will be provided in an alternative form and interpreters will be available. Any person with such a request should contact Marsha Weidner at 763-433-9839 by 4:30 p.m. on Tuesday, October 6, 2020. A TDD machine is available at the Ramsey Municipal Center; the number is 763-427-8591.

Bruce Westby, City Engineer

Date published: September 25, 2020

NOTICE OF PUBLIC HEARING AND ASSESSMENT FOR
CITY IMPROVEMENT PROJECT NO. 20-04
PUMA STREET IMPROVEMENTS

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Ramsey City Council will hold a public hearing at 7:00 pm on Tuesday, October 13, 2020 in the Council Chambers at the Ramsey Municipal Center, 7550 Sunwood Drive NW, to consider, and possibly adopt, final assessments against benefiting properties for Improvement Project #20-04. Said project generally consists of reconstructing approximately 1,050 feet of Puma Street and an adjacent regional trail south of Alpine Drive to replace temporary pavement sections with permanent pavement sections including storm sewer and concrete curb and gutter, and extending municipal utilities.

Adoption by the Council of the proposed assessment may occur at the hearing.

The total estimated cost of the above described project is $795,732.74. The total assessment for this project is $339,117.25, of which **$184,818.90** will be specially assessed against your particular lot, piece, or parcel of land (the property identification number is listed on your mailing envelope) based on net area pursuant to Minnesota Statutes Sections 429.011 to 429.111, Chapter 8 of the Ramsey City Charter, and the City of Ramsey Special Assessments Policy.

Such assessment is proposed to be payable in equal annual installments extending over a period of 5 years, and will bear interest at the rate of 2.27 percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2021. To each subsequent installment when due shall be added interest for 1 year on all unpaid installments.

Prior to certification of the assessment to the county auditor, the owner of any property so assessed may pay the entire assessment on such property, with interest accrued to the date of payment, to the City Finance Office. No interest shall be charged if the entire assessment is paid before November 16, 2020. At any time thereafter, payment may be made to the City Finance Office for the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made by November 16 or interest will be charged through December 31 of the succeeding year. The right to partially prepay the assessment is not available.

The proposed assessment roll is on file for public inspection at the City Clerk's office. Written or oral objections will be considered at the hearing. No appeal to District Court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Assessment deferral for senior citizens and totally disabled persons

Under Minnesota Statute Sections 435.193 to 435.195, and City Code Section 46.4, the Council may, in its discretion, defer the payment of this special assessment for any homestead property owned by persons 65 years of age or older or by persons retired by virtue of a permanent and total disability. When deferment of the special assessment has been granted and is terminated for any other reason provided in that law and City Code Section 46.4, all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirement of this law and City Code Section 46.4, may, within 30 days of the confirmation of the assessment, apply to the City Clerk for the prescribed form for such deferral of payment of this special assessment on his/her property.

Right to appeal to District Court

An owner may appeal an assessment to District Court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the mayor or clerk of the City within 30 days after the adoption of the assessment, and filing such notice with the District Court within 10 days after service upon the mayor or clerk.

Dated: September 25, 2020

Bruce Westby, P.E.
City Engineer

SCHEDULE OF PAYMENT

The special assessment of such improvement to your property is $184,818.90. This cost will be assessed over 5 years at 2.27 percent interest per year. Listed below is a breakdown of the yearly principal and interest costs. Please note the change in the first year's interest cost. The first year's interest covers a period of 444 days from October 13, 2020 to December 31, 2021.

Year	Principal	2.27% Interest	Payment Amount	Pay-off Balance
				$184,818.90
2021	$36,963.78	$5,103.43	$42,067.21	$147,855.12
2022	$36,963.78	$3,356.31	$40,320.09	$110,891.34
2023	$36,963.78	$2,517.23	$39,481.01	$ 73,927.56
2024	$36,963.78	$1,678.16	$38,641.94	$ 36,963.78
2025	$36,963.78	$ 839.08	$37,802.86	$ 0
Total	$184,818.90	$13,494.21	$198,313.11	

Please call Bruce Westby, City Engineer, at 763-427-1410 with questions.

REMITTANCE ADVICE

PROJECT # IP 20-04, Puma Street Improvements

AMOUNT DUE $**184,818.88**

In order to pay the above Special Assessment IN FULL before it is certified to the County and included on your property tax statement for 2021, payment for the full amount must be made to the City of Ramsey between October 14 and November 16, 2020.

For your records:

Check #: _____ Amount $_____ Date: _____

PAYMENT OPTIONS

Credit/Debit Card
Credit card payments can be processed at the front desk of the Ramsey Municipal Center located at 7550 Sunwood Drive NW, or over the phone by calling (763) 427-1410.

U.S. Mail
Payments sent via the U.S. Postal Service are received at our processing center. Please include the bottom portion of this form with your check payment. Mail to:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Drop Box
A drop box is conveniently located at the Ramsey Municipal Center. The Municipal Center is located at 7550 Sunwood Drive NW and the drop box is located on the south side of the building in the main parking lot. Please include the bottom portion of this form with your check payment.

In-Person
Resident's may bring their payment directly to the Ramsey Municipal Center. The Municipal Center is located at 7550 Sunwood Drive NW. This is the best option if you are paying in cash. A receipt will be given by our cashier.

Please detach and return this portion with your payment.

Payment must be received at the City before November 16, 2020.

City of Ramsey
7550 Sunwood Drive NW
Ramsey MN 55303

Project # IP 20-04, Puma Street Improvements

Amount Enclosed $_____

PIN #: _____
(this # can be found on the front of the envelope just above your name)

Property Address: _____

NOTICE OF PUBLIC HEARING AND ASSESSMENT FOR
CITY IMPROVEMENT PROJECT NO. 20-04
PUMA STREET IMPROVEMENTS

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

TO WHOM IT MAY CONCERN:

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Adoption by the Council of the proposed assessment may occur at the hearing.

The total estimated cost of the above described project is $795,732.74. The total assessment for this project is $339,117.25, of which **$140,733.65** will be specially assessed against your particular lot, piece, or parcel of land (the property identification number is listed on your mailing envelope) based on net area pursuant to Minnesota Statutes Sections 429.011 to 429.111, Chapter 8 of the Ramsey City Charter, and the City of Ramsey Special Assessments Policy.

Such assessment is proposed to be payable in equal annual installments extending over a period of 5 years, and will bear interest at the rate of 2.27 percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2021. To each subsequent installment when due shall be added interest for 1 year on all unpaid installments.

Prior to certification of the assessment to the county auditor, the owner of any property so assessed may pay the entire assessment on such property, with interest accrued to the date of payment, to the City Finance Office. No interest shall be charged if the entire assessment is paid before November 16, 2020. At any time thereafter, payment may be made to the City Finance Office for the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made by November 16 or interest will be charged through December 31 of the succeeding year. The right to partially prepay the assessment is not available.

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Assessment deferral for senior citizens and totally disabled persons

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Right to appeal to District Court

An owner may appeal an assessment to District Court pursuant to Minnesota Statutes Section 429.081 by serving notice of the appeal upon the mayor or clerk of the City within 30 days after the adoption of the assessment, and filing such notice with the District Court within 10 days after service upon the mayor or clerk.

Dated: September 25, 2020

Bruce Westby, P.E.
City Engineer

SCHEDULE OF PAYMENT

The special assessment of such improvement to your property is $140,733.65. This cost will be assessed over 5 years at 2.27 percent interest per year. Listed below is a breakdown of the yearly principal and interest costs. Please note the change in the first year's interest cost. The first year's interest covers a period of 444 days from October 13, 2020 to December 31, 2021.

Year	Principal	2.27% Interest	Payment Amount	Pay-off Balance
				$140,733.65
2021	$28,146.73	$3,886.10	$32,032.83	$112,586.92
2022	$28,146.73	$2,555.72	$30,702.45	$ 84,440.19
2023	$28,146.73	$1,916.79	$30,063.52	$ 56,293.46
2024	$28,146.73	$1,277.86	$29,424.59	$ 28,146.73
2025	$28,146.73	$ 638.93	$28,785.66	$ 0
Total	$140,733.65	$10,275.41	$151,009.06	

Please call Bruce Westby, City Engineer, at 763-427-1410 with questions.

REMITTANCE ADVICE

PROJECT # IP 20-04, Puma Street Improvements

AMOUNT DUE $**140,733.65**

In order to pay the above Special Assessment IN FULL before it is certified to the County and included on your property tax statement for 2021, payment for the full amount must be made to the City of Ramsey between October 14 and November 16, 2020.

For your records:

Check #: _____ Amount $_____ Date: _____

PAYMENT OPTIONS

Credit/Debit Card
Credit card payments can be processed at the front desk of the Ramsey Municipal Center located at 7550 Sunwood Drive NW, or over the phone by calling (763) 427-1410.

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City of Ramsey
7550 Sunwood Drive NW
Ramsey MN 55303

Project # IP 20-04, Puma Street Improvements

Amount Enclosed $_____

PIN #: _____
(this # can be found on the front of the envelope just above your name)

Property Address: _____

CHAPTER 429

LOCAL IMPROVEMENTS, SPECIAL ASSESSMENTS

429.011 DEFINITIONS.
429.021 LOCAL IMPROVEMENTS, COUNCIL POWERS.
429.031 PRELIMINARY PLANS, HEARINGS.
429.035 IMPROVEMENTS, PETITION.
429.036 APPEAL FROM DETERMINATION OF LEGALITY OF PETITION.
429.041 COUNCIL PROCEDURE.
429.051 APPORTIONMENT OF COST.
429.052 STREET OR ROAD IMPROVEMENTS OUTSIDE MUNICIPAL BOUNDARIES.
429.061 ASSESSMENT PROCEDURE.
429.071 SUPPLEMENTAL ASSESSMENTS; REASSESSMENT.
429.081 APPEAL TO DISTRICT COURT.
429.091 FINANCING.
429.101 UNPAID SPECIAL CHARGES MAY BE SPECIAL ASSESSMENTS.
429.111 CHARTER PROVISIONS, EFFECT.

429.01 [Repealed, 1953 c 398 s 13 subd 1]

429.011 DEFINITIONS.

Subdivision 1. **Application.** For the purpose of this chapter the terms defined in this section shall have the meanings ascribed to them.

Subd. 2. **Municipality; certain cities and towns.** "Municipality" means any city of the second, third, or fourth class however organized, or any statutory city or any town as defined in section 368.01.

Subd. 2a. **Municipality; certain counties.** "Municipality" also includes the following:

(1) a county in the case of construction, reconstruction, or improvement of a county state-aid highway;

(2) a county in the case of construction, reconstruction, or improvement of a county highway as defined in section 160.02 including curbs and gutters and storm sewers;

(3) a county exercising its powers and duties under section 444.075, subdivision 1;

(4) a county for expenses not paid for under section 403.113, subdivision 3, paragraph (b), clause (3);

(5) a county in the case of the abatement of nuisances; and

(6) a county operating an energy improvements financing program under section 216C.436 or 216C.437.

Subd. 2b. **Municipality; certain towns.** "Municipality" also includes any town not having the powers granted herein pursuant to any other law in the case of construction, reconstruction or improvement of a town road including curbs and gutters and storm sewers and in the case of those improvements designated in section 429.021, subdivision 1, clauses (1), (2), (4), (5), (6), (7), (8), and (10).

Subd. 3. **Council.** "Council" means the body of the city having general legislative powers, the town board of the town, or the county board of a county.

Subd. 4. **Clerk.** "Clerk" means the chief clerical officer of the municipality.

Subd. 5. **Improvement.** "Improvement" means any type of improvement made under authority granted by section 429.021, and in the case of a county is limited to the construction, reconstruction, or improvement of a county state-aid highway or county highway including curbs and gutters and storm sewers, and to the purchase, installation, or maintenance of signs, posts, and markers for addressing related to the operation of enhanced 911 telephone service.

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Subd. 6. **Newspaper.** "Newspaper" means the official newspaper of the municipality, or if there is no official newspaper, a legal newspaper of general circulation in the municipality.

Subd. 7. **Street.** "Street" means any street, alley, or other public way, or any part thereof.

Subd. 8. **Utilities commission.** "Utilities commission" means the municipal board or commission, other than the council, which exercises any authority or control over the operation of any municipally owned public utility.

Subd. 9. **Pedestrian skyway system.** "Pedestrian skyway system" means any system of providing for pedestrian traffic circulation, mechanical or otherwise, elevated above ground, within and without the public right-of-way, and through or above private property and buildings, and includes overpasses, bridges, passageways, walkways, concourses, hallways, corridors, arcades, courts, plazas, elevators, escalators, heated canopies, and accesses and all fixtures, furniture, equipment, facilities, services, and appurtenances which in the judgment of the council will enhance the movement, safety, security, convenience and enjoyment of pedestrians and benefit the city and adjoining properties.

Subd. 10. **Underground pedestrian concourse.** "Underground pedestrian concourse" means any system of providing for pedestrian traffic circulation, mechanical or otherwise, below ground, within and without the public right-of-way, and through or below private property, and includes tunnels, passageways, walkways, concourses, hallways, corridors, arcades, plazas, elevators, escalators, heated canopies, and accesses and all fixtures, furniture, equipment, facilities, and appurtenances which in the judgment of the council will enhance the movement, safety, security, convenience and enjoyment of pedestrians and benefit the city and adjoining properties.

Subd. 11. **Special lighting system.** "Special lighting system" means lights or light displays of any type located within or without the public right-of-way.

Subd. 12. **Acquire.** "Acquire" includes, but is not limited to, the obtaining by purchase, condemnation, or leasing rights or interests in the areas above or below the surface of the ground of real property or structures or improvements thereon.

Subd. 13. **Public mall, plaza, or courtyard.** "Public mall, plaza, or courtyard" means any wholly or partly opened or enclosed public area adjacent to or attached to a wall, fence, commercial structure, hotel, or any other building and designed as a place for passive recreation, public entertainment, exhibition and education, or a pedestrian walk.

Subd. 14. **Fire protection system.** "Fire protection system" means pipes, standpipes, sprinklers, control systems and other devices and equipment installed in or outside a building for the primary purpose of eliminating or reducing the spread of fire in the building or providing for safe evacuation of the building, whether the devices and equipment are publicly or privately owned.

Subd. 15. **Highway sound barriers.** "Highway sound barriers" means sound abatement walls erected along highways to reduce noise levels attributable to vehicular traffic.

Subd. 16. **On-site water contaminant improvements.** "On-site water contaminant improvements" means pipes, wells, and other devices and equipment installed in or outside a building for the primary purpose of eliminating water contamination caused by lead or other toxic or health threatening substances in the water, whether the improvements so installed are publicly or privately owned.

History: *1953 c 398 s 1; 1961 c 338 s 1; 1969 c 741 s 1-3; 1971 c 617 s 1-4; 1973 c 123 art 5 s 7; 1973 c 636 s 1; 1973 c 702 s 22; 1974 c 233 s 1; 1976 c 147 s 1; 1978 c 634 s 1,2; 1979 c 330 s 1; 1983 c 9 s 1;*

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1984 c 478 s 1; 1984 c 591 s 1; 1986 c 315 s 1; 1987 c 138 s 1; 1988 c 564 s 1; 1994 c 614 s 5; 2000 c 490 art 5 s 29,30; 2009 c 88 art 2 s 31; 2010 c 389 art 7 s 4; 2018 c 155 s 34

429.02 [Repealed, 1953 c 398 s 13 subd 1]

429.021 LOCAL IMPROVEMENTS, COUNCIL POWERS.

Subdivision 1. **Improvements authorized.** The council of a municipality shall have power to make the following improvements:

(1) To acquire, open, and widen any street, and to improve the same by constructing, reconstructing, and maintaining sidewalks, pavement, gutters, curbs, and vehicle parking strips of any material, or by grading, graveling, oiling, or otherwise improving the same, including the beautification thereof and including storm sewers or other street drainage and connections from sewer, water, or similar mains to curb lines.

(2) To acquire, develop, construct, reconstruct, extend, and maintain storm and sanitary sewers and systems, including outlets, holding areas and ponds, treatment plants, pumps, lift stations, service connections, and other appurtenances of a sewer system, within and without the corporate limits.

(3) To construct, reconstruct, extend, and maintain steam heating mains.

(4) To install, replace, extend, and maintain street lights and street lighting systems and special lighting systems.

(5) To acquire, improve, construct, reconstruct, extend, and maintain water works systems, including mains, valves, hydrants, service connections, wells, pumps, reservoirs, tanks, treatment plants, and other appurtenances of a water works system, within and without the corporate limits.

(6) To acquire, improve and equip parks, open space areas, playgrounds, and recreational facilities within or without the corporate limits.

(7) To plant trees on streets and provide for their trimming, care, and removal.

(8) To abate nuisances and to drain swamps, marshes, and ponds on public or private property and to fill the same.

(9) To construct, reconstruct, extend, and maintain dikes and other flood control works.

(10) To construct, reconstruct, extend, and maintain retaining walls and area walls.

(11) To acquire, construct, reconstruct, improve, alter, extend, operate, maintain, and promote a pedestrian skyway system. Such improvement may be made upon a petition pursuant to section 429.031, subdivision 3.

(12) To acquire, construct, reconstruct, extend, operate, maintain, and promote underground pedestrian concourses.

(13) To acquire, construct, improve, alter, extend, operate, maintain, and promote public malls, plazas or courtyards.

(14) To construct, reconstruct, extend, and maintain district heating systems.

(15) To construct, reconstruct, alter, extend, operate, maintain, and promote fire protection systems in existing buildings, but only upon a petition pursuant to section 429.031, subdivision 3.

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(16) To acquire, construct, reconstruct, improve, alter, extend, and maintain highway sound barriers.

(17) To improve, construct, reconstruct, extend, and maintain gas and electric distribution facilities owned by a municipal gas or electric utility.

(18) To purchase, install, and maintain signs, posts, and other markers for addressing related to the operation of enhanced 911 telephone service.

(19) To improve, construct, extend, and maintain facilities for Internet access and other communications purposes, if the council finds that:

(i) the facilities are necessary to make available Internet access or other communications services that are not and will not be available through other providers or the private market in the reasonably foreseeable future; and

(ii) the service to be provided by the facilities will not compete with service provided by private entities.

(20) To assess affected property owners for all or a portion of the costs agreed to with an electric utility, telecommunications carrier, or cable system operator to bury or alter a new or existing distribution system within the public right-of-way that exceeds the utility's design and construction standards, or those set by law, tariff, or franchise, but only upon petition under section 429.031, subdivision 3.

(21) To assess affected property owners for repayment of voluntary energy improvement financings under section 216C.436, subdivision 7, or 216C.437, subdivision 28.

Subd. 2. **Combining improvements.** An improvement on two or more streets or two or more types of improvement in or on the same street or streets or different streets may be included in one proceeding and conducted as one improvement.

Subd. 3. **Relation to charter and other laws.** When any portion of the cost of an improvement is defrayed by special assessments, the procedure prescribed in this chapter shall be followed unless the council determines to proceed under charter provisions; but this chapter does not prescribe the procedure to be followed by a municipality in making improvements financed without the use of special assessments.

If the council determines to proceed under charter provisions for special assessments, such provisions shall be deemed to include a requirement that notices of proposed assessments inform property owners of the procedures they must follow under the charter in order to appeal the assessments to district court. The notices shall also inform property owners of the provisions of sections 435.193 to 435.195 and the existence of any deferment procedure established pursuant thereto in the municipality.

Charter provisions shall also be deemed to require that when the council determines to make any improvement, it shall let the contract for all or part of the work, or order all or part of the work done by day labor or otherwise as may be authorized by the charter, no later than one year after the adoption of the resolution ordering such improvement, unless a different time limit is specifically stated in the resolution ordering the improvement.

History: *1953 c 398 s 2; 1965 c 877 s 1; 1971 c 617 s 5; 1973 c 201 s 1; 1974 c 233 s 2; 1974 c 314 s 1; 1976 c 195 s 1; 1978 c 518 s 1; 1979 c 330 s 2; 1981 c 334 s 5; 1984 c 548 s 4; 1984 c 582 s 3; 1984 c 591 s 2; 1984 c 633 s 2; 1987 c 138 s 2; 1997 c 219 s 5; 2000 c 490 art 5 s 31; 2000 c 493 s 5; 2005 c 67 s 1; 2010 c 216 s 21; 2018 c 155 s 35*

429.03 [Repealed, 1953 c 398 s 13 subd 1]

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429.031 PRELIMINARY PLANS, HEARINGS.

Subdivision 1. **Preparation of plans, notice of hearing.** (a) Before the municipality awards a contract for an improvement or orders it made by day labor, or before the municipality may assess any portion of the cost of an improvement to be made under a cooperative agreement with the state or another political subdivision for sharing the cost of making the improvement, the council shall hold a public hearing on the proposed improvement following two publications in the newspaper of a notice stating the time and place of the hearing, the general nature of the improvement, the estimated cost, and the area proposed to be assessed. The two publications must be a week apart, and the hearing must be at least three days after the second publication. Not less than ten days before the hearing, notice of the hearing must also be mailed to the owner of each parcel within the area proposed to be assessed and must contain a statement that a reasonable estimate of the impact of the assessment will be available at the hearing, but failure to give mailed notice or any defects in the notice does not invalidate the proceedings. For the purpose of giving mailed notice, owners are those shown as owners on the records of the county auditor or, in any county where tax statements are mailed by the county treasurer, on the records of the county treasurer; but other appropriate records may be used for this purpose. For properties that are tax exempt or subject to taxation on a gross earnings basis and are not listed on the records of the county auditor or the county treasurer, the owners may be ascertained by any practicable means, and mailed notice must be given them as provided in this subdivision.

(b) Before the adoption of a resolution ordering the improvement, the council shall secure from the city engineer or some other competent person of its selection a report advising it in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement. The report must also include the estimated cost of the improvement as recommended. A reasonable estimate of the total amount to be assessed, and a description of the methodology used to calculate individual assessments for affected parcels, must be available at the hearing. No error or omission in the report invalidates the proceeding unless it materially prejudices the interests of an owner.

(c) If the report is not prepared by an employee of a municipality, the compensation for preparing the report under this subdivision must be based on the following factors:

(1) the time and labor required;

(2) the experience and knowledge of the preparer;

(3) the complexity and novelty of the problems involved; and

(4) the extent of the responsibilities assumed.

(d) The compensation must not be based primarily on a percentage of the estimated cost of the improvement.

(e) The council may also take other steps prior to the hearing, including, among other things, the preparation of plans and specifications and the advertisement for bids that will in its judgment provide helpful information in determining the desirability and feasibility of the improvement.

(f) The hearing may be adjourned from time to time, and a resolution ordering the improvement may be adopted at any time within six months after the date of the hearing by vote of a majority of all members of the council when the improvement has been petitioned for by the owners of not less than 35 percent in frontage of the real property abutting on the streets named in the petition as the location of the improvement. When there has been no such petition, the resolution may be adopted only by vote of four-fifths of all members of the council; provided that if the mayor of the municipality is a member of the council but has

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no vote or votes only in case of a tie, the mayor is not deemed to be a member for the purpose of determining a four-fifths majority vote.

(g) The resolution ordering the improvement may reduce, but not increase, the extent of the improvement as stated in the notice of hearing.

Subd. 2. **Approval by park board or utilities commission.** A resolution ordering a park improvement may be adopted only by a four-fifths vote of the council and shall also be approved by the park board, if there is one; provided, that if the mayor of the municipality is a member of the council but has no vote or votes only in case of a tie, the mayor shall not be deemed to be a member for the purpose of determining such four-fifths majority vote. A resolution ordering an improvement of the water, sewer, steam heating, street lighting or other facility over which a utilities commission has jurisdiction shall also be approved by the utilities commission.

Subd. 3. **Petition by all owners.** Whenever all owners of real property abutting upon any street named as the location of any improvement shall petition the council to construct the improvement and to assess the entire cost against their property, the council may, without a public hearing, adopt a resolution determining such fact and ordering the improvement. The validity of the resolution shall not be questioned by any taxpayer or property owner or the municipality unless an action for that purpose is commenced within 30 days after adoption of the resolution as provided in section 429.036. Nothing herein prevents any property owner from questioning the amount or validity of the special assessment against the owner's property pursuant to section 429.081. In the case of a petition for the municipality to own and install a fire protection system, a pedestrian skyway system, or on-site water contaminant improvements, the petition must contain or be accompanied by an undertaking satisfactory to the city by the petitioner that the petitioner will grant the municipality the necessary property interest in the building to permit the city to enter upon the property and the building to construct, maintain, and operate the fire protection system, pedestrian skyway system, or on-site water contaminant improvements. In the case of a petition for the installation of a privately owned fire protection system, a privately owned pedestrian skyway system, or privately owned on-site water contaminant improvements, the petition shall contain the plans and specifications for the improvement, the estimated cost of the improvement and a statement indicating whether the city or the owner will contract for the construction of the improvement. If the owner is contracting for the construction of the improvement, the city shall not approve the petition until it has reviewed and approved the plans, specifications, and cost estimates contained in the petition. The construction cost financed under section 429.091 shall not exceed the amount of the cost estimate contained in the petition. In the case of a petition for the installation of a fire protection system, a pedestrian skyway system, or on-site water contaminant improvements, the petitioner may request abandonment of the improvement at any time after it has been ordered pursuant to subdivision 1 and before contracts have been awarded for the construction of the improvement under section 429.041, subdivision 2. If such a request is received, the city council shall abandon the proceedings but in such case the petitioner shall reimburse the city for any and all expenses incurred by the city in connection with the improvement.

History: *1953 c 398 s 3; 1955 c 811 s 1; 1957 c 430 s 1; 1961 c 525 s 1,2; 1963 c 771 s 1; 1965 c 877 s 2; 1967 c 57 s 1,2; 1973 c 123 art 5 s 7; 1984 c 548 s 5; 1984 c 582 s 4; 1984 c 591 s 3; 1984 c 633 s 3; 1986 c 444; 1994 c 614 s 6; 1996 c 402 s 1; 2000 c 490 art 5 s 32*

429.035 IMPROVEMENTS, PETITION.

When any petition for the making of any improvement in any statutory city, town, or city of the second, third, or fourth class, however organized, for the cost of which special assessments may be, in whole or in part, levied therefor, is presented to the governing body of the municipality, this body shall, by resolution,

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determine whether or not the petition has been signed by the required percentage of owners of property affected thereby.

History: *(1918-33) 1927 c 311 s 1; 1953 c 398 s 12; 1961 c 338 s 2; 1973 c 123 art 5 s 7*

429.036 APPEAL FROM DETERMINATION OF LEGALITY OF PETITION.

Any person, being aggrieved by this determination, may appeal to the district court of the county in which the property is located by serving upon the clerk of the municipality, within 30 days after the adoption and publication of the resolution, a notice of appeal briefly stating the grounds of appeal and giving a bond in the penal sum of $250, in which the municipality shall be named as obligee, to be approved by the clerk of the municipality, conditioned that the appellant will duly prosecute the appeal, pay all costs and disbursements which may be adjudged against the appellant, and abide by the order of the court. The clerk shall furnish the appellant a certified copy of the petition, or any part thereof, on being paid by appellant of the proper charges therefor. The appeal shall be placed upon the calendar of the next general term commencing more than 30 days after the date of serving the notice and filing the bond and shall be tried as are other appeals in such cases. Unless reversed upon the appeal, the determination of the governing body as to the sufficiency of the petition shall be final and conclusive.

History: *(1918-34) 1927 c 311 s 2; 1986 c 444*

429.04 [Repealed, 1953 c 398 s 13]

429.041 COUNCIL PROCEDURE.

Subdivision 1. **Plans and specifications, advertisement for bids.** When the council determines to make any improvement, it shall let the contract for all or part of the work, or order all or part of the work done by day labor or otherwise as authorized by subdivision 2, no later than one year after the adoption of the resolution ordering such improvement, unless a different time limit is specifically stated in the resolution ordering the improvement. The council shall cause plans and specifications of the improvement to be made, or if previously made, to be modified, if necessary, and to be approved and filed with the clerk, and if the estimated cost exceeds the amount in section 471.345, subdivision 3, shall advertise for bids for the improvement in the newspaper or recognized industry trade journal as defined in section 331A.01, subdivision 11, and for such length of time as it may deem advisable. If the estimated cost exceeds twice the amount in section 471.345, subdivision 3, publication shall be made no less than three weeks before the last day for submission of bids once in the newspaper and at least once in either a newspaper published in a city of the first class or a recognized industry trade journal. The advertisement shall specify the work to be done, shall state the time when the bids will be publicly opened for consideration by the council, which shall be not less than ten days after the first publication of the advertisement when the estimated cost is less than twice the amount in section 471.345, subdivision 3, and not less than three weeks after such publication in other cases, and shall state that no bids will be considered unless sealed and filed with the clerk and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the clerk, for such percentage of the amount of the bid as the council may specify. In providing for the advertisement for bids the council may direct that the bids shall be opened publicly by two or more designated officers or agents of the municipality and tabulated in advance of the meeting at which they are to be considered by the council. Nothing herein shall prevent the council from advertising separately for various portions of the work involved in an improvement, or from itself, supplying by such means as may be otherwise authorized by law, all or any part of the materials, supplies, or equipment to be used in the improvement or from combining two or more improvements in a single set of plans and specifications or a single contract.

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Subd. 2. **Contracts; day labor.** In contracting for an improvement, the council shall require the execution of one or more written contracts and bonds, conditioned as required by law. The council shall award the contract to the lowest responsible bidder or it may reject all bids. If any bidder to whom a contract is awarded fails to enter promptly into a written contract and to furnish the required bond, the defaulting bidder shall forfeit to the municipality the amount of the defaulter's cash deposit, cashier's check, bid bond, or certified check, and the council may thereupon award the contract to the next lowest responsible bidder. When it appears to the council that the cost of the entire work projected will be less than the amount in section 471.345, subdivision 3, or whenever no bid is submitted after proper advertisement or the only bids submitted are higher than the engineer's estimate, the council may advertise for new bids or, without advertising for bids, directly purchase the materials for the work and do it by the employment of day labor or in any other manner the council considers proper. The council may have the work supervised by the city engineer or other qualified person but shall have the work supervised by a registered engineer if done by day labor and it appears to the council that the entire cost of all work and materials for the improvement will be more than the lowest amount in section 471.345, subdivision 4. In case of improper construction or unreasonable delay in the prosecution of the work by the contractor, the council may order and cause the suspension of the work at any time and relet the contract, or order a reconstruction of any portion of the work improperly done, and where the cost of completion or reconstruction necessary will be less than the amount in section 471.345, subdivision 3, the council may do it by the employment of day labor.

Subd. 2a. **Best value alternative.** As an alternative to the procurement method described in subdivision 2, the council may issue a request for proposals and award the contract to the vendor or contractor offering the best value as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 3. **Day labor; detailed report.** When the council has performed construction work by day labor, it shall cause a detailed report to be filed with the clerk and certified by the registered engineer or other person in charge, if there is no registered engineer. The report shall show:

(a) the complete cost of the construction;

(b) final quantities of the various units of work done;

(c) materials furnished for the project and the cost of each item thereof;

(d) cost of labor, cost of equipment hired, and supervisory costs.

The report shall have attached a certificate by the registered engineer or other person in charge that the work was done according to the plans and specifications, or, if there were any deviations from them, an itemized statement of those deviations.

Subd. 4. **Alternate procedure on street improvements.** As to any improvement or improvements consisting of grading, graveling, or bituminous surfacing of streets and alleys, the council may proceed in the manner provided in this chapter, except that it may

(1) order the work done by day labor, regardless of the estimated cost of such improvement or improvements,

(2) use municipal equipment or hire equipment and purchase materials for all such improvements to be done by day labor in any 12-month period by advertising once therefor, such advertisement to call for bids for the furnishing of equipment, if the municipality does not use its own equipment, and for materials at unit prices based on the quantities which the council estimates will be required, and

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(3) contract at one time on a unit price basis for part or all of the street improvements to be constructed by the municipality during the current year, including improvements which may thereafter be ordered constructed.

Subd. 5. **Cooperation with state or local government.** When an improvement is made under a cooperative agreement with the state or another political subdivision by the terms of which the state or other subdivision is to construct or contract to construct the improvement, it shall not be necessary to comply with subdivisions 1 and 2.

Subd. 6. **Percentage payment on engineer's estimate.** In case the contractor properly performs the work, the council shall, from month to month before completion of the work, pay the contractor not to exceed 95 percent of the amount already earned under the contract, upon the estimate of the engineer or other competent person selected by the council, and the contract shall so provide, and shall further agree that when the work is 95 percent or more completed upon the recommendation of the engineer such portions of the retained price shall be released as the governing body of the municipality determines are not required to be retained to protect the municipality's interest in satisfactory completion of the contract. Failure to pay any amount due and payable under the terms of the contract within 30 days of a monthly estimate or 90 days after the final estimate of the amount earned shall obligate the municipality to pay to the contractor simple interest on the past due amount at an annual rate equal to the monthly index of long term United States bond yields for the month prior to the month in which this obligation is incurred plus an additional one percent per annum. Interest shall not be imposed with respect to any amount which a municipality may legally withhold as a result of breach of contract or other contractual claim or if the delay is caused by the contractor.

Subd. 7. **Modification of contracts.** After work has been commenced on an improvement undertaken pursuant to a contract awarded on a unit price basis the council may, without advertising for bids, authorize changes in the contract so as to include additional units of work at the same unit price if the cost of the additional work does not exceed 25 percent of the original contract price. Original contract price means that figure determined by multiplying the estimated number of units required by the unit price.

History: *1953 c 398 s 4; 1957 c 430 s 2,3; 1961 c 525 s 3,4; 1973 c 123 art 5 s 7; 1976 c 156 s 1; 1977 c 278 s 1; 1978 c 518 s 2; 1980 c 464 s 8; 1985 c 174 s 3; 1986 c 444; 1993 c 38 s 1,2; 2001 c 5 s 1,2; 2004 c 278 s 6,7; 2007 c 148 art 3 s 25; 2009 c 152 s 18,19; 2013 c 46 s 2*

429.05 [Repealed, 1953 c 398 s 13 subd 1]

429.051 APPORTIONMENT OF COST.

The cost of any improvement, or any part thereof, may be assessed upon property benefited by the improvement, based upon the benefits received, whether or not the property abuts on the improvement and whether or not any part of the cost of the improvement is paid from the county state-aid highway fund, the municipal state-aid street fund, or the trunk highway fund. The area assessed may be less than but may not exceed the area proposed to be assessed as stated in the notice of hearing on the improvement, except as provided below. The municipality may pay such portion of the cost of the improvement as the council may determine from general ad valorem tax levies or from other revenues or funds of the municipality available for the purpose. The municipality may subsequently reimburse itself for all or any of the portion of the cost of a water, storm sewer, or sanitary sewer improvement so paid by levying additional assessments upon any properties abutting on but not previously assessed for the improvement, on notice and hearing as provided for the assessments initially made. To the extent that such an improvement benefits nonabutting properties which may be served by the improvement when one or more later extensions or improvements are made but which are not initially assessed therefor, the municipality may also reimburse itself by adding all or any

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of the portion of the cost so paid to the assessments levied for any of such later extensions or improvements, provided that notice that such additional amount will be assessed is included in the notice of hearing on the making of such extensions or improvements. The additional assessments herein authorized may be made whether or not the properties assessed were included in the area described in the notice of hearing on the making of the original improvement.

In any city of the fourth class electing to proceed under a home rule charter as provided in this chapter, which charter provides for a board of water commissioners and authorizes such board to assess a water frontage tax to defray the cost of construction of water mains, such board may assess the tax based upon the benefits received and without regard to any charter limitation on the amount that may be assessed for each lineal foot of property abutting on the water main. The water frontage tax shall be imposed according to the procedure and, except as herein provided, subject to the limitations of the charter of the city.

History: *1953 c 398 s 5; 1955 c 842 s 1; 1957 c 40 s 1; 1959 c 490 s 1; 1961 c 286 s 1*

429.052 STREET OR ROAD IMPROVEMENTS OUTSIDE MUNICIPAL BOUNDARIES.

A municipality may construct street or road improvements outside its jurisdiction with the consent of the affected township, or if the property is located in unorganized territory, the county. When property is brought within the corporate limits of the municipality, the municipality may subsequently reimburse itself for all or any portion of the cost of the improvement for which municipal funds have been expended, by levying an assessment upon any property abutting on, but not previously assessed for, the improvement. No assessment may be so levied unless the property to be assessed was given notice and hearing of the improvements under section 429.031 at the time the improvement was ordered, and subsequently in accordance with the notice, hearing, and appeal rights, provided for under sections 429.061 and 429.081.

History: *2005 c 152 art 1 s 12*

429.06 [Repealed, 1953 c 398 s 13 subd 1]

429.061 ASSESSMENT PROCEDURE.

Subdivision 1. **Calculation, notice.** At any time after the expense incurred or to be incurred in making an improvement shall be calculated under the direction of the council, the council shall determine by resolution the amount of the total expense the municipality will pay, other than the amount, if any, which it will pay as a property owner, and the amount to be assessed. If a county proposes to assess within the boundaries of a city for a county state-aid highway or county highway, including curbs, gutters, and storm sewers, the resolution must include the portion of the cost proposed to be assessed within the city. The county shall forward the resolution to the city and it may not proceed with the assessment procedure nor may the county allocate any cost under this section for property within the city unless the city council adopts the resolution approving the assessment. Thereupon the clerk, with the assistance of the engineer or other qualified person selected by the council, shall calculate the proper amount to be specially assessed for the improvement against every assessable lot, piece or parcel of land, without regard to cash valuation, in accordance with the provisions of section 429.051. The proposed assessment roll shall be filed with the clerk and be open to public inspection. The clerk shall thereupon, under the council's direction, publish notice that the council will meet to consider the proposed assessment. Such notice shall be published in the newspaper at least once and shall be mailed to the owner of each parcel described in the assessment roll. For the purpose of giving mailed notice under this subdivision, owners shall be those shown to be such on the records of the county auditor or, in any county where tax statements are mailed by the county treasurer, on the records of the county treasurer; but other appropriate records may be used for this purpose. Such publication and mailing shall be no less than two weeks prior to such meeting of the council. Except as to the owners of tax-exempt

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property or property taxes on a gross earnings basis, every property owner whose name does not appear on the records of the county auditor or the county treasurer shall be deemed to have waived such mailed notice unless the owner has requested in writing that the county auditor or county treasurer, as the case may be, include the name on the records for such purpose. Such notice shall state the date, time, and place of such meeting, the general nature of the improvement, the area proposed to be assessed, the total amount of the proposed assessment, that the proposed assessment roll is on the file with the clerk, and that written or oral objections thereto by any property owner will be considered. The notice must also state that no appeal may be taken as to the amount of any assessment adopted pursuant to subdivision 2, unless a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. The notice shall also state that an owner may appeal an assessment to district court pursuant to section 429.081 by serving notice of the appeal upon the mayor or clerk of the municipality within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the mayor or clerk. The notice shall also inform property owners of the provisions of sections 435.193 to 435.195 and the existence of any deferment procedure established pursuant thereto in the municipality. In addition, the notice mailed to the owner must state in clear language the following information:

(1) the amount to be specially assessed against that particular lot, piece, or parcel of land;

(2) adoption by the council of the proposed assessment may be taken at the hearing;

(3) the right of the property owner to prepay the entire assessment and the person to whom prepayment must be made;

(4) whether partial prepayment of the assessment has been authorized by ordinance;

(5) the time within which prepayment may be made without the assessment of interest; and

(6) the rate of interest to be accrued if the assessment is not prepaid within the required time period.

Subd. 2. **Adoption; interest.** At such meeting or at any adjournment thereof the council shall hear and pass upon all objections to the proposed assessment, whether presented orally or in writing. The council may amend the proposed assessment as to any parcel and by resolution adopt the same as the special assessment against the lands named in the assessment roll. Notice of any adjournment of the hearing shall be adequate if the minutes of the meeting so adjourned show the time and place when and where the hearing is to be continued.

The council may consider any objection to the amount of a proposed assessment as to a specific parcel of land at an adjourned hearing upon further notice to the affected property owner as it deems advisable. At the adjourned hearing the council or a committee of it may hear further written or oral testimony on behalf of the objecting property owner and may consider further written or oral testimony from appropriate city officials and other witnesses as to the amount of the assessment. The council or committee shall prepare a record of the proceedings at the adjourned hearing and written findings as to the amount of the assessment. The amount of the assessment as finally determined by the council shall become a part of the adopted assessment roll. No appeal may be taken as to the amount of any assessment adopted under this section unless written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. All objections to the assessments not received at the assessment hearing in the manner prescribed by this subdivision are waived, unless the failure to object at the assessment hearing is due to a reasonable cause.

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If the adopted assessment differs from the proposed assessment as to any particular lot, piece, or parcel of land, the clerk must mail to the owner a notice stating the amount of the adopted assessment. Owners must also be notified by mail of any changes adopted by the council in interest rates or prepayment requirements from those contained in the notice of the proposed assessment.

The assessment, with accruing interest, shall be a lien upon all private and public property included therein, from the date of the resolution adopting the assessment, concurrent with general taxes; but the lien shall not be enforceable against public property as long as it is publicly owned, and during such period the assessment shall be recoverable from the owner of such property only in the manner and to the extent provided in section 435.19. Unless otherwise provided in the resolution, all assessments shall be payable in equal annual installments extending over such period, not exceeding 30 years, as the resolution determines, payable on the first Monday in January in each year, but the number of installments need not be uniform for all assessments included in a single assessment roll if a uniform criterion for determining the number of installments is provided by the resolution. Assessments on property located in a targeted neighborhood as defined in Laws 1987, chapter 386, article 6, section 4, may be payable in variable annual installments if the resolution provides for a variable payment. The first installment of each assessment shall be included in the first tax rolls completed after its adoption and shall be payable in the same year as the taxes contained therein; except that the payment of the first installment of any assessment levied upon unimproved property may be deferred until a designated future year, or until the platting of the property or the construction of improvements thereon, upon such terms and conditions and based upon such standards and criteria as may be provided by resolution of the council. If special assessments against the property have been deferred pursuant to this subdivision, the governmental unit shall record with the county recorder in the county in which the property is located a certificate containing the legal description of the affected property and of the amount deferred. In any event, every assessment the payment of which is so deferred, when it becomes payable, shall be divided into a number of installments such that the last installment thereof will be payable not more than 30 years after the levy of the assessment. All assessments shall bear interest at such rate as the resolution determines. To the first installment of each assessment shall be added interest on the entire assessment from a date specified in the resolution levying the assessment, not earlier than the date of the resolution, until December 31 of the year in which the first installment is payable, and to each subsequent installment shall be added interest for one year on all unpaid installments; or alternatively, any assessment may be made payable in equal annual installments including principal and interest, each in the amount annually required to pay the principal over such period with interest at such rate as the resolution determines, not exceeding the maximum period and rate specified above. In the latter event no prepayment shall be accepted under subdivision 3 without payment of all installments due to and including December 31 of the year of prepayment, together with the original principal amount reduced only by the amounts of principal included in such installments, computed on an annual amortization basis. When payment of an assessment is deferred, as authorized in this subdivision, interest thereon for the period of deferment may be made payable annually at the same times as the principal installments of the assessment would have been payable if not deferred; or interest for this period may be added to the principal amount of the assessment when it becomes payable; or, if so provided in the resolution levying the assessment, interest thereon to December 31 of the year before the first installment is payable may be forgiven.

Subd. 3. **Transmitted to auditor, prepayment.** After the adoption of the assessment, the clerk shall transmit a certified duplicate of the assessment roll with each installment, including interest, set forth separately to the county auditor of the county to be extended on the proper tax lists of the county; but in lieu of such certification, the council may in its discretion direct the clerk to file all assessment rolls in the clerk's office and to certify annually to the county auditor, on or before November 30 in each year, the total amount of installments of and interest on assessments on each parcel of land in the municipality which are to become due in the following year. If any installment and interest has not been so certified prior to the year when it

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is due, the clerk shall forthwith certify the same to the county auditor for collection in the then succeeding year; and if the municipality has issued improvement warrants to finance the improvement, it shall pay out of its general funds into the fund of the improvement interest on the then unpaid balance of the assessment for the year or years during which the collection of such installment is postponed. All assessments and interest thereon shall be collected and paid over in the same manner as other municipal taxes. The owner of any property so assessed may, at any time prior to certification of the assessment or the first installment thereof to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the municipal treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption thereof; and, except as hereinafter provided, the owner may at any time prior to November 15 of any year, prepay to the treasurer of the municipality having levied said assessments, the whole assessment remaining due with interest accrued to December 31 of the year in which said prepayment is made. If the assessment roll is retained by the municipal clerk, the installment and interest in process of collection on the current tax list shall be paid to the county treasurer and the remaining principal balance of the assessment, if paid, shall be paid to the municipal treasurer. The council may by ordinance authorize the partial prepayment of assessments, in such manner as the ordinance may provide, prior to certification of the assessment or the first installment thereof to the county auditor.

Subd. 4. **Collection, tax-exempt property.** On the confirmation of any assessments the clerk shall mail to the county auditor a notice specifying the amount payable by any county, to the clerk or recorder of any other political subdivision a notice specifying the amount payable by the political subdivision and to the owner of any right-of-way, at its principal office in the state, a notice specifying the amount payable on account of any right-of-way. The amount payable on account of any right-of-way or public property shall be payable to the municipality's treasurer and shall be payable in like installments and with like interest and penalties as provided for in reference to the installments payable on account of assessable real property, except that interest accruing shall not begin to run until the notice provided in this subdivision has been properly given and 30 days thereafter have elapsed. The governing body of any such political subdivision shall provide for the payment of these amounts and shall take appropriate action to that end. If the assessment is not paid in a single installment, the municipal treasurer shall annually mail to the owner of any right-of-way and, as long as the property is publicly owned, to the owner of any public property a notice stating that an installment is due and should be paid to the municipal treasurer of the municipality which levied the special assessment. The municipality may collect the amount due on account of the right-of-way of any railroad or privately owned public utility by distress and sale of personal property in the manner provided by law in case of taxes levied upon personal property or by suit brought to enforce the collection of this indebtedness unless a different method of collecting such amounts is provided for by any contract between the owner of any right-of-way and the municipality.

Subd. 5. **Special assessments; administrative expenses.** Notwithstanding any general or special law to the contrary, a municipality shall pay to the county auditor all administrative expenses incurred by the county under subdivision 3 for each special assessment of any local improvement certified by the municipality to the county auditor.

History: *1953 c 398 s 6; 1955 c 811 s 2; 1957 c 510 s 2; 1957 c 699 s 1; 1961 c 77 s 1; 1961 c 525 s 5-7; 1963 c 771 s 2-4; 1965 c 877 s 3; 1969 c 1045 s 1; 1969 c 1095 s 1; 1974 c 314 s 2; 1976 c 195 s 2; 1976 c 324 s 18; 1980 c 509 s 164; 1980 c 560 s 5; 1980 c 607 art 11 s 1,2; 1984 c 478 s 2; 1984 c 543 s 50; 1Sp1985 c 16 art 1 s 3; 1986 c 315 s 2; 1986 c 444; 1986 c 473 s 10,11; 1987 c 344 s 3; 1987 c 386 art 6 s 2; 1991 c 342 s 8; 1993 c 375 art 5 s 33; art 17 s 17; 2005 c 4 s 106*

429.07 [Repealed, 1953 c 398 s 13]

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429.071 SUPPLEMENTAL ASSESSMENTS; REASSESSMENT.

Subdivision 1. **Supplemental assessments.** The council may make supplemental assessments to correct omissions, errors, or mistakes in the assessment relating to the total cost of the improvement or any other particular. A supplemental assessment shall be preceded by personal or mailed notice to the owner of each parcel included in the supplemental assessment and a hearing as provided for the original assessment.

Subd. 2. **Reassessment.** When an assessment is, for any reason whatever, set aside by a court of competent jurisdiction as to any parcel or parcels of land, or in event the council finds that the assessment or any part thereof is excessive or determines on advice of the municipal attorney that the assessment or proposed assessment or any part thereof is or may be invalid for any reason, the council may, upon notice and hearing as provided for the original assessment, make a reassessment or a new assessment as to such parcel or parcels.

Subd. 3. **Reapportionment upon land division.** When a tract of land against which a special assessment has been levied is thereafter divided or subdivided by plat or otherwise, the council may, on application of the owner of any part of the tract or on its own motion equitably apportion among the various lots or parcels in the tract all the installments of the assessment against the tract remaining unpaid and not then due if it determines that such apportionment will not materially impair collection of the unpaid balance of the original assessment against the tract. The council may, and if the special assessment has been pledged to the payment of improvement warrants shall, require the owner or owners, as a condition of such apportionment, to furnish a satisfactory surety bond fully protecting the municipality against any loss resulting from failure to pay any part of the reapportionment assessment when due. Notice of such apportionment and of the right to appeal shall be mailed to or personally served upon all owners of any part of the tract. Within 30 days after the mailing or service of the notice of such apportionment any such owner may appeal as provided in section 429.081.

Subd. 4. **Reassessment, tax-forfeited land.** When a parcel of tax-forfeited land is returned to private ownership and the parcel is benefited by an improvement for which special assessments were canceled because of the forfeiture, the municipality that made the improvement may, upon notice and hearing as provided for the original assessment, make a reassessment or a new assessment as to the parcel in an amount equal to the amount remaining unpaid on the original assessment.

History: *1953 c 398 s 7; 1957 c 366 s 1; 1961 c 525 s 8; 1965 c 877 s 4; 1976 c 259 s 1*

429.08 [Repealed, 1953 c 398 s 13 subd 1]

429.081 APPEAL TO DISTRICT COURT.

Within 30 days after the adoption of the assessment, any person aggrieved, who is not precluded by failure to object prior to or at the assessment hearing, or whose failure to so object is due to a reasonable cause, may appeal to the district court by serving a notice upon the mayor or clerk of the municipality. The notice shall be filed with the court administrator of the district court within ten days after its service. The municipal clerk shall furnish appellant a certified copy of objections filed in the assessment proceedings, the assessment roll or part complained of, and all papers necessary to present the appeal. The appeal shall be placed upon the calendar of the next general term commencing more than five days after the date of serving the notice and shall be tried as other appeals in such cases. The court shall either affirm the assessment or set it aside and order a reassessment as provided in section 429.071, subdivision 2. If appellant does not prevail upon the appeal, the costs incurred shall be taxed by the court and judgment entered therefor. All

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objections to the assessment shall be deemed waived unless presented on such appeal. This section provides the exclusive method of appeal from a special assessment levied pursuant to this chapter.

History: *1953 c 398 s 8; 1961 c 525 s 9; 1978 c 749 s 2; 1980 c 607 art 11 s 3; 1Sp1986 c 3 art 1 s 82*

429.09 [Repealed, 1953 c 398 s 13]

429.091 FINANCING.

Subdivision 1. **Authority.** At any time after one or more improvements are ordered as contemplated in section 429.031, the council may issue obligations in such amount as it deems necessary to defray in whole or in part the expense incurred and estimated to be incurred in making the improvement or improvements, including every item of cost of the kinds authorized in section 475.65. In the event of any omission, error, or mistake in any of the proceedings required precedent to the ordering of any improvement, the validity of the obligations shall not be affected thereby. The council shall cause all further actions and proceedings to be taken with due diligence that are required for the construction of each improvement financed wholly or partly from the proceeds of obligations issued hereunder, and for the final and valid levy of special assessments and the appropriation of any other funds needed to pay the obligations and interest thereon when due.

Subd. 2. **Types of obligations permitted.** The council may by resolution adopted prior to the sale of obligations pledge the full faith, credit, and taxing power of the municipality for the payment of the principal and interest. Such obligations shall be called improvement bonds and the council shall pay the principal and interest out of any fund of the municipality when the amount credited to the specified fund is insufficient for the purpose and shall each year levy a sufficient amount to take care of accumulated or anticipated deficiencies, which levy shall not be subject to any statutory or charter tax limitation. Obligations for the payment of which the full faith and credit of the municipality is not pledged shall be called assessment revenue notes or, in the case of bonds for fire protection, revenue bonds and shall contain a promise to pay solely out of the proper special fund or funds pledged to their payment. It shall be the duty of the municipal treasurer to pay maturing principal and interest on warrants or revenue bonds out of funds on hand in the proper funds and not otherwise.

Subd. 3. **Method of issuance.** All obligations shall be issued in accordance with the provisions of chapter 475, except as provided in this subdivision.

An election shall be required for bonds if less than 20 percent of the cost of the improvement to the municipality is to be assessed against benefited property.

If the full faith, credit, and taxing power of the municipality is not pledged and the bonds are issued to finance a fire protection system, a public sale shall not be required and the obligations may

(1) mature at any time or times within 30 years from date of issue; or 40 years or the useful life of the asset, whichever is less, for municipal water and wastewater treatment systems and essential community facilities financed or guaranteed by the United States Department of Agriculture;

(2) mature in the amount or amounts;

(3) be sold at a price equal to the percentage of their par value, plus accrued interest; and

(4) bear interest at the rate or rates,

as agreed by the purchaser and the municipality, notwithstanding any limitation of interest rate or cost or of the amounts of annual maturities contained in any other law.

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The maturities shall be such as in the opinion of the council are warranted by the anticipated collections of assessments and ad valorem levies for the municipality's share of the cost; except that the council may in its discretion issue and sell temporary improvement bonds maturing and subject to further conditions as set forth in subdivision 5. All obligations shall state upon their face the purpose of the issue and the fund from which they are payable. The amount of any obligations issued hereunder shall not be included in determining the net indebtedness of any municipality under the provisions of any law limiting such indebtedness.

Subd. 4. **Funds.** The proceeds from the sale of each issue of obligations and from collections of special assessments levied and other moneys appropriated for each improvement to be financed wholly or partly from such proceeds shall be credited to a separate construction fund which shall be used solely to defray expenses of such improvements and payment of principal and interest due upon the obligations prior to completion and payment of all costs of the improvements so financed. Any balance of the proceeds of bonds remaining therein may be used to pay the cost, in whole or in part, of any other improvement instituted pursuant to this chapter. A separate account shall be maintained in the construction fund to record expenditures for each improvement, and when the total cost thereof has been paid all subsequent collections of special assessments levied for the improvement shall be credited and paid into the debt service fund for the obligations issued to finance the improvement, as provided in section 475.61. Any taxes levied for improvements financed by an issue of obligations shall be credited directly to the debt service fund.

Subd. 5. **Temporary improvement bonds.** In anticipation of the issuance of improvement bonds, the council may by resolution issue and sell temporary improvement bonds maturing within not more than three years from their date of issue to pay any part or all of the cost of one or more improvements. To the extent that the principal of and interest on the temporary improvement bonds cannot be paid when due from receipts of special assessments, taxes, or other funds appropriated for the purpose, they shall be paid from the proceeds of improvement bonds or additional temporary improvement bonds which the council shall offer for sale in advance of their maturity but the indebtedness funded by an issue of temporary improvement bonds shall not be extended by the issue of additional temporary improvement bonds for more than six years from the date of the first issue. The holders of any temporary improvement bonds shall have and may enforce, by mandamus or other appropriate proceedings, all rights respecting the levy and collection of sufficient special assessments and taxes to pay the cost of the improvements financed by them which are granted by law to holders of improvement bonds, except the right to require the levies to be collected prior to the maturity of the temporary improvement bonds. If any temporary improvement bonds are not paid in full at maturity, the holders may require the issuance in exchange for them, at par, of new temporary improvement bonds maturing within one year from their date of issue (but not subject to any other maturity limitation), and bearing interest at the maximum rate permitted by law.

Subd. 6. **Investment of other municipal funds.** Funds of a municipality may be invested in its temporary improvement bonds in accordance with the provisions of section 118A.04, and may be purchased upon their initial issue, but shall be purchased only from funds which the council determines will not be required for other purposes before the maturity date, and shall be resold before maturity only in case of emergency. If purchased from a debt service fund securing other bonds, the holders of those bonds may enforce the municipality's obligations on the temporary improvement bonds in the same manner as if they held the temporary improvement bonds.

Subd. 7. **General obligation temporary improvement bonds.** The council may by resolution adopted prior to the sale of any temporary improvement bonds pledge the full faith, credit, and taxing power of the municipality for the payment of the principal and interest, in addition to all provisions made for their security in subdivision 5. In this event the bonds shall be designated as general obligation temporary improvement

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bonds, and the council shall levy taxes for their payment in accordance with section 475.61. Proceeds of improvement bonds or temporary improvement bonds not yet sold may be treated as pledged revenues, in reduction of the tax otherwise required by section 475.61 to be levied prior to delivery of the obligations.

Subd. 7a. **Revolving fund bonds.** The council may by resolution establish a revolving fund for the payment of the costs of any improvement or any waterworks systems, sewer systems, or storm sewer systems described in section 444.075, the costs of facilities to maintain streets and water, sewer, and storm sewer systems and for the payment of any obligations issued to pay the costs of the facilities and systems referred to in this subdivision or to refund obligations issued for those purposes. The council may create within the revolving fund a separate construction account into which the municipality may deposit the proceeds of any obligations payable from the fund, the proceeds of any special assessments collected with respect to any improvement, any net revenues of a waterworks, sewer system, or storm sewer system described in section 444.075 or any other available funds of the municipality appropriated to it. Amounts on deposit in the construction account may be used to pay the costs of any improvement or any waterworks, sewer system, or storm sewer system described in section 444.075 or any street or water, sewer, or storm sewer maintenance facilities. No funds may be expended for an improvement unless at least 20 percent of the costs of each such improvement is to be assessed against benefited property. No funds may be expended for a waterworks, sewer system, or storm sewer system, other than a sewer system described in section 115.46, or maintenance facilities unless the council estimates that the costs will be recovered from the net revenues of the system or any combined waterworks, sewer systems, or storm sewer systems operated by the municipality. The council may also create a separate debt service account within the revolving fund for the payment of principal of and interest on any obligations payable therefrom. Notwithstanding subdivision 4, the council is not required to pledge any particular assessments or other revenues to the payment of the obligations. Collections of special assessments or net revenues may be deposited in either the construction account or the debt service account as the council or an officer designated by the council may determine, having due regard for anticipated collections of special assessments and net revenues from improvements or waterworks, sewer systems, or storm sewer systems financed in whole or in part from the construction account, and taxes levied for the payment of the obligations. The council may issue obligations that are payable primarily from the debt service account for the purpose of providing funds to defray in whole or in part any expenses incurred or estimated to be incurred in making the improvement or improvements or in constructing the waterworks, sewer system, or storm sewer system, including every item of cost of the kinds authorized by section 475.65, and street and water, sewer, and storm sewer maintenance facilities or to refund obligations previously issued under this section or section 115.46 or 444.075. The obligations may be general obligations to which the full faith and credit of the municipality are pledged. If the special assessments to be levied and net revenues estimated to be available for their payment are estimated to be at least 20 percent of the principal amount of the obligations, the obligations may be issued without an election and shall not be included in determining the net indebtedness of the municipality under the provisions of any law limiting net indebtedness. The cost of a maintenance facility that may be financed under this subdivision is limited only to the portion of the facility that is fairly allocable to the maintenance of streets and water, sewer, and storm sewer systems.

Subd. 8. **Application; limitations under federal tax law.** Sections 474A.01 to 474A.21 apply to any issuance of obligations under this section which are subject to limitation under a federal tax law as defined in section 474A.02, subdivision 8.

History: *1953 c 398 s 9; 1955 c 811 s 3-5; 1957 c 385 s 1; 1965 c 877 s 5; 1976 c 324 s 19-21; 1981 c 171 s 1-4; 1984 c 548 s 6; 1984 c 582 s 5,6,23; 1984 c 591 s 4,5; 1984 c 633 s 4; 1Sp1985 c 14 art 8 s 63; 1986 c 465 art 1 s 3; 1987 c 344 s 4,5; 1992 c 545 art 2 s 4; 1996 c 297 s 1; 1996 c 399 art 2 s 12; 2000 c 260 s 57; 2001 c 214 s 11*

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429.10 [Repealed, 1953 c 398 s 13]

429.101 UNPAID SPECIAL CHARGES MAY BE SPECIAL ASSESSMENTS.

Subdivision 1. **Ordinances.** (a) In addition to any other method authorized by law or charter, the governing body of any municipality may provide for the collection of unpaid special charges as a special assessment against the property benefited for all or any part of the cost of:

(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 sections 463.15 to 463.26;

(4) installation or repair of water service lines, street sprinkling 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, the repair of sidewalks and alleys;

(7) the operation of a street lighting system;

(8) the operation and maintenance of a fire protection or a pedestrian skyway system;

(9) inspections relating to a municipal housing maintenance code violation;

(10) the recovery of any disbursements under section 504B.445, subdivision 4, clause (5), including disbursements for payment of utility bills and other services, even if provided by a third party, necessary to remedy violations as described in section 504B.445, subdivision 4, clause (2); or

(11) [Repealed, 2004 c 275 s 5]

(12) the recovery of delinquent vacant building registration fees under a municipal program designed to identify and register vacant buildings.

(b) The council may by ordinance adopt regulations consistent with this section to make this authority effective, including, at the option of the council, provisions for placing primary responsibility upon the property owner or occupant to do the work personally (except in the case of street sprinkling or other dust treatment, alley repair, tree trimming, care, and removal, or the operation of a street lighting system) upon notice before the work is undertaken, and for collection from the property owner or other person served of the charges when due before unpaid charges are made a special assessment.

(c) A home rule charter city, statutory city, county, or town operating an energy improvements financing program under section 216C.436 or 216C.437 has the authority granted to a municipality under paragraph (a) with respect to energy improvements financed under that section.

Subd. 2. **Procedure for assessment.** Any special assessment levied under subdivision 1 shall be payable in a single installment, or by up to ten equal annual installments as the council may provide, except that a special assessment made under an energy improvements financing program under subdivision 1, paragraph (c), may be repayable in up to 20 equal installments. With these exceptions, sections 429.061, 429.071, and 429.081 shall apply to assessments made under this section.

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Subd. 3. **Issuance of obligations.** (a) After a contract for any of the work enumerated in subdivision 1 has been let, or the work commenced, the council may issue obligations to defray the expense of any such work financed in whole or in part by special charges and assessments imposed upon benefited property under this section.

(b) Section 429.091 shall apply to such obligations with the following modifications:

(1) such obligations shall be payable not more than two years from the date of issuance;

(2) the amount of such obligations issued at one time in a municipality shall not exceed the cost of such work during the ensuing six months as estimated by the council;

(3) a separate improvement fund shall be set up for each of the enumerated services referred to in subdivision 1 and financed under this section.

(c) Proceeds of special charges as well as special assessments and taxes shall be credited to such improvement fund.

History: *1953 c 398 s 10; 1955 c 811 s 6; 1963 c 771 s 5; 1965 c 323 s 2; 1973 c 337 s 1; 1974 c 340 s 1,2; 1984 c 548 s 7; 1984 c 582 s 7; 1984 c 591 s 6; 1984 c 633 s 5; 1986 c 444; 1Sp2003 c 21 art 11 s 29; 2004 c 275 s 2; 2008 c 366 art 6 s 42; 2010 c 216 s 22; 2013 c 85 art 8 s 6; 2018 c 155 s 36*

429.11 [Repealed, 1953 c 398 s 13]

429.111 CHARTER PROVISIONS, EFFECT.

Any city operating under a home rule charter may proceed either under this chapter or under its charter in making an improvement unless a home rule charter or amendment adopted after April 17, 1953, provides for making such improvement under this chapter or under the charter exclusively.

History: *1953 c 398 s 11; 1955 c 811 s 7; 1976 c 44 s 39*

429.12 [Repealed, 1953 c 398 s 13]

429.13 [Repealed, 1953 c 398 s 13]

429.14 [Repealed, 1953 c 398 s 13]

429.15 [Repealed, 1953 c 398 s 13]

429.16 [Repealed, 1953 c 398 s 13]

429.17 [Repealed, 1953 c 398 s 13]

429.18 [Repealed, 1953 c 398 s 13]

429.185 [Repealed, 1949 c 314 s 3]

429.19 [Renumbered 429.035]

429.20 [Renumbered 429.036]

429.21 [Repealed, 1953 c 398 s 13]

429.22 [Repealed, 1953 c 398 s 13]

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429.23 [Repealed, 1953 c 398 s 13]

429.24 [Repealed, 1953 c 398 s 13]

429.25 [Repealed, 1953 c 398 s 13]

429.27 [Repealed, 1953 c 398 s 13]

429.28 [Repealed, 1953 c 398 s 13]

429.29 [Repealed, 1953 c 398 s 13]

429.30 [Renumbered 435.36, subdivision 1]

429.31 [Renumbered 435.36, subd 2]

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Puma Street Development Initiated Expansion and Safety Improvement Project (IP 20-04)

Final Assessment Amount	
Total Project Costs	$795,732.74
Trunk Utilities	-$307,415.53
Subtotal	*$488,317.21*
Municipal Contribution to Collector Road	-$149,200.00
Final Assessment Amount	**$339,117.21**

Based on City Council directed target of 33.3% (1/3) of total project costs minus utilities.

Final Assessment Roll			
Property/Party	**Net Acreage**	**Percentage**	**Assessment Amount**
Paxmar/AKM Farms (Outlot A, Alpha Development)	30.50	41.5%	$140,733.64
City (Outlot B, Alpha Development 2nd Addition)	2.91	4.0%	$13,564.69
Capstone/Riverstone (Outlot H, Riverstone = 38.97 Acres + Outlot A, Alpha Development 2nd Addition = 1.09 Acres)	40.06	54.5%	$184,818.88
Total	**73.47**	**100.0%**	**$339,117.21**

Total City Contribution	
Assessment Amount as Real Property Owner	$13,564.69
Municipal Contribution to Collector Road	$149,200.00
Total	**$162,764.69**
Percentage of Total Project Minus Utilities	*33.33%*

Total Contribution by Party		
Property/Party	**Amount**	**Percentage**
Paxmar/AKM Farms (Outlot A, Alpha Development)	$140,733.64	28.82%
City (Outlot C, Alpha Development) + Municipal Contribution to Collector	$162,764.69	33.33%
Capstone/Riverstone (Outlot H, Riverstone)	$184,818.88	37.85%
Total Project Costs minus Utilities	*$488,317.21*	*100.00%*

Based on City Council directed target of 33.3% (1/3) of total project costs minus utilities.

FINAL
Based on final construction costs.
To be considered for approval by City Council on October 13, 2020

636586.19
245,932.42

162772.4

CHAPTER 8. - PUBLIC IMPROVEMENTS AND SPECIAL ASSESSMENTS

Sec. 8.1. - Power to make improvements and levy assessments.

The city may make any type of local improvement not forbidden by law and levy special assessments to pay all or part of the cost of such local improvements. The total of the assessments for any local improvement may not exceed the cost of the local improvement, plus all costs and expenses connected therewith, including interest. No assessment shall exceed the benefit to the property assessed as measured by the increase in the market value of the property assessed as a result of the local improvement.

(Ord. of 1-25-1993)

Sec. 8.2. - Application of Charter.

All local improvement projects shall be carried out exclusively under the provisions of this Charter. The term "local improvement" as used in this section shall mean a public improvement financed partly or wholly from special assessments.

(Ord. of 1-25-1993)

Sec. 8.3. - Assessments for services.

The council may provide by ordinance that the cost of the city services to streets, sidewalks, or other public or private property may be assessed against property benefited and may be collected in the same manner as special assessments.

(Ord. of 1-25-1993)

Sec. 8.4. - Local improvement procedure.

When the city undertakes any local improvement to which the state local improvement code, Minn. Stats. chapter 429 applies, it shall comply with the provisions of that law, except as modified below. The council may by ordinance prescribe the procedure to be followed in making any other local improvement and levying assessments therefor.

8.4.1 *Sixty-day waiting period.* A period of 60 days shall elapse after the conclusion of the public hearing required by law to precede the ordering of the construction of a local improvement project (the "public hearing") before the actual ordering of the local improvement by the council and the council entering into a contract for the local improvement construction.

8.4.2 *Percentage of owners required.* When the local improvement has been petitioned for by the owners of not less than 50 percent in frontage of the real property abutting on streets named in the petition as the location of the local improvement the resolution ordering the local improvement by the council may be approved by vote of a majority of all members of the council. When there has been no such petition, the resolution may be adopted only by vote of four-fifths of all members of the council.

8.4.3 *Petition against the local improvement.* A proposed local improvement may be initiated by petition of the owners of real property abutting on the streets named in the petition. If, within 30 days of the conclusion of the public hearing, a petition against such local improvement is filed with the city administrator which petition is signed by a percentage of the owners of real property abutting on the streets named in the initiating petition as the location of the improvement which

percentage is greater than the percentage of owners of real property who signed the initiating petition, the council shall not make such local improvement at the expense of the abutting property owners. For purposes of the foregoing sentence, "owners of real property" shall not include owners of properties zoned for commercial or industrial uses or owners of properties zoned residential greater than ten acres in size based on zoning classifications in effect at the date of such petition, or owners of non-homestead real property greater than one acre in size.

8.4.4 *Counter petition in favor of the improvement.* If within 30 days of the filing with the city administrator of a petition against the local improvement as described in section 8.4.3 above, there is filed with the city administrator a petition in favor of the local improvement, signed by owners of real property abutting on the streets named in the initiating petition as the location of the improvement, in a percentage greater than the percent of owners of real property who signed the petition against the local improvement, then in such event the council may disregard the petition against the local improvement and proceed with the local improvement.

8.4.5 *Petition against council initiated improvement.* If the local improvement was initiated by council resolution without an initiating petition and, within 60 days of the conclusion of the public hearing, a petition is filed with the city administrator against such local improvement and which petition is signed by 60 percent or more of the owners of real property proposed to be assessed for and benefited by the local improvement, the council shall not make such local improvement at the expense of the benefited property owners. For purposes of the foregoing sentence, "owners of real property" shall not include owners of properties zoned for commercial or industrial uses or owners of properties zoned residential greater than ten acres in size based on zoning classifications in effect at the date of such petition, or owners of non-homestead real property greater than one acre in size.

8.4.6 *Withdrawal of name from petition.* Any person whose name appears on a petition to the council in favor of a local improvement, or on a petition to the council filed against a local improvement, may withdraw his/her name by a statement in writing filed with the city administrator before such petition is presented to the council or in person at a city council meeting before the city council accepts said petition.

8.4.7 *Filing of petition with city council.* All completed petitions filed with the city administrator as described herein shall be presented to the council by the city administrator at the council's next regularly scheduled meeting.

8.4.8 *One year before any further action.* When a proposed local improvement is disallowed pursuant to the petition process described in the foregoing sections, the council shall not vote on the same improvement within a period of one year after the public hearing on said improvement.

(Ord. of 1-25-1993; Ord. No. 06-22, § 2, 7-5-2006; Ord. No. 12-08, § 2, 6-26-2012; Ord. No. 14-07, § 2, 8-11-2014)

Sec. 8.5. - Computation of time.

Where the performance or doing of any act or matter is required by this Charter, and the period of time is prescribed and fixed by this Charter, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. When the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

(Ord. of 1-25-1993)

Sec. 8.6. - Sewer and water projects.

This section applies to any local improvement project completed after January 1, 1996, which includes extending urban services (sewer and/or water) to an existing home or neighborhood.

8.6.1 *Connection policy.* The city may not compel any property owner with a functional private sewer and water system to connect to city sewer and/or water.

8.6.2 *Assessment policy.* The city may not levy an assessment for any component of any project which includes sewer and/or water improvements against a property whose owner elects to remain on a functional private sewer and/or water system.

8.6.3 *Request for urban services.* Property owners who remain on private sewer and water systems after urban services become available may request connection to urban services at any time. Upon connection to urban services an assessment may be levied provided it is consistent with the original assessment.

(Ref. of 5-20-1996; Ord. of 1-24-2001)

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*

CC Regular Session **7. 0.**

Meeting Date: 10/13/2020

By: Chloe McGuire Brigl, Community Development

Information

Title:

Adopt Resolution #20-226 Approving Abatement of 6745 Highway 10 NW; Case of Independent Auto - **This case was moved from Consent 5.09 to be considered on the regular agenda as Case 7.00**

Purpose/Background:

The purpose of this case is to approve an abatement of 6745 Highway 10 NW (The "Subject Property") which is a commercial property owned by the City of Ramsey and rented to Independent Auto (the "Tenant"). The City of Ramsey has had continued Zoning Code Violations on the Subject Property related to off-street parking violations; specifically inoperable and unlicensed vehicles onsite. In addition, there have been Public Nuisance Code Violations related to outdoor storage of junk items such as tires and pallettes.

Notification:

No notification required. Staff did attempt to notify the property renter of this case.

Observations/Alternatives:

In the past, the Subject Property has come into compliance after several notices. However, since this is a repeat offense, Staff has sent the first notice of violation and is requesting approval from the City Council to approve abatement the items that are not in compliance since it's a City-owned property. Staff believes that City-owned properties need to be held to the same, if not higher standards than other commercial properties throughout the City.

With the first notice of violation in September 2020, there were over fifty (50) vehicles out of compliance. Several of vehicles have been onsite since 2019, indicating that they are not actively being repaired and are not related to the use onsite. Staff believes that some of these vehicles are being used for parts for other vehicles, which is not allowed. Staff reinspected the Subject Property and there are still numerous vehicles that are out of compliance. Many vehicles also remained onsite from the first inspection almost a month prior. As photo evidence will show, there are multiple signs of many of these vehicles not being moved for a considerable amount of time.

During an abatement, Staff works with Northstar Towing. Vehicles are towed off-site and are charged to the owner upon pickup. The City will not be charged for the removal of vehicles. Staff will start with vehicles that are unlicensed, inoperable, and those that have been onsite the longest.

As noted, this Property is owned by the City. It was originally purchased for future ROW for Highway 10 as part of the Highway 10 Plans in the mid-2000s. Said plan has since changed and it is anticipated that the City will sell this property once the Highway 10 Project is complete (exact ROW needs are still not yet finalized, so it would be premature to sell now). The City has a lease with Independent Auto that expires on March 31, 2021. Staff is recommending that the lease not be renewed with this tenant and said direction is included in the attached resolution. This tenant has required extra attention from Staff, and Staff estimates that they have spent at least 20 hours attempting to get this property into compliance throughout the last year or so. The sheer number of vehicles onsite requires significant Staff time to inventory. In order to abate, the City is required to take photos of each vehicle and maintain an inventory with make, model, and license plate number. This then needs to be updated for each violation notice.

To date, Staff has inspected the Property on the following occasions. Prior to that, the City has made several attempts to clean the property through lease negotiations. Compliance is often generally achieved, but repeatedly

falls out of compliance.

- June 14, 2019
- July 12, 2019
- August 28, 2019
- September 3, 2020
- October 2, 2020

The Property has been sent notices on:

- June 13, 2019
- July 18, 2019
- September 24, 2019
- November 14, 2019
- September 16, 2020
- October 7, 2020 (Abatement Notice)

Funding Source:

Staff handles all Code Enforcement as part of regular duties.

Recommendation:

Staff recommends that the City Council adopt Resolution #20-226.

Action:

Motion adopt Resolution #20-226 approving abatement of 6745 Highway 10 NW - Independent Auto.

Attachments

First Notice of Violation
Vehicle Inventory October 2, 2020
Abatement Notice
Resolution 20-226

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	10/07/2020 06:55 PM
Tim Gladhill	Tim Gladhill	10/08/2020 01:31 PM
Kurt Ulrich	Kurt Ulrich	10/08/2020 01:42 PM
Form Started By: Chloe McGuire Brigl		Started On: 10/02/2020 10:50 AM
Final Approval Date: 10/21/2020		

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

September 16th, 2020

Allen Cameron Berg
Or Current Owner
7470 152nd Ln NW
Ramsey, MN 53033

Independent Auto
Or Current Owner
6745 Highway 10 NW
Ramsey, MN 53033

-FIRST NOTICE OF VIOLATION -

RE: Various Violations in the COR Business District on Anoka County PID #34-32-25-12-0008; (6745 Highway 10 NW)

Dear Property Owner:

The City of Ramsey has adopted ordinances that are designed to keep the community safe, healthy and attractive. A recent inspection of the above premises revealed the following violations of the Ramsey City Code as listed below:

- **Section 30-3 – Property conditions constituting a public nuisance. (6), (25), and (26).**

  (6) The storage or accumulation of waste, refuse, or garbage that is not contained in a closed container designed or reasonably adapted for such purpose, except for 30 days preceding pick-up by a hauler. This includes any accumulation of appliances, plumbing fixtures, furniture, equipment, remnants of wood (decayed or weathered) unused construction materials, stockpiles of rocks or dirt, or any items that could not be put to use in the manner that they are intended.
    - **Items on the property include wood pallets, tires, motors, etc.**

  (25) The outdoor or outside storage of any abandoned or inoperable vehicles.
    - **Inoperable vehicle means any motor vehicle which cannot meet all of the following criteria**:
      - (1) The vehicle must be able to be driven or propelled under its own power upon demand in its existing condition; and
      - (2) The vehicle must be able to be driven or propelled under its own power in a safe manner and not be wrecked, junked, or dismantled at the time of inspection and/or abatement; and
      - (3) The vehicle must have current license plates and tabs; and
      - (4) The vehicle must have current proof of liability insurance, as required by state law.
    - **Vehicles cannot be triple stacked, only double stacked is allowed**.

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

- **We also noticed cobwebs forming between vehicles, indicating that they have been there for a substantial amount of time and are not customer-owned and operated.**

(26) The outdoor or outside storage of any part of a motor vehicle or piece of machinery that is deteriorating or unusable or intended to be used as salvageable parts.

- **Section 117-120 – H-1 Highway 10 Business District – (b) Permitted uses**
  - Auto cannibalization is not an allowed business in the H-1 Highway 10 Business District, nor anywhere else in the City of Ramsey.

Since this is a repeated violation within the last 12 months, you are receiving a $250 administrative citation. **You have 14 days from the date of this letter to complete the following (or you will receive another $250 citation)**:

- Outside storage of waste/refuse/junk
  - **Properly store or dispose of all materials stored outside**
- Inoperable vehicles
  - **Properly tab and license all vehicles on the property; or**
  - **Remove all "inoperable" vehicles from the property.**
- Auto Cannibalization
  - **Cease all activity related to the business of automotive cannibalization.**
  - You may not use parts from other vehicles on the property to repair customer vehicles. While on site, we noticed numerous openly stored auto parts such as motors, seats, tires, and other items that are indicative that those vehicles are being used to source parts for other vehicles.

Please contact me at (763) 576-4314 to schedule an inspection after the violations, and to answer any questions you may have.

Sincerely,

Brian McCann, Planning Technician
(763) 576-4314 | bmccann@cityoframsey.com
Ramsey Planning Department

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

Inventory of Vehicles at 6710 Highway 10 NW (Independent Auto)

Vehicle Color	Vehicle Make	Vehicle Model	License	Tabs Date	VIN	Image(s) Number	Additional Notes
Black	Chevy		487-TVN	Nov-20	2GCEK13T861140130	0259, 0260	
White	Dodge	Ram 1500	DEH-671	Jul-21	1B7HF16Y2WS771108	0261, 0262, 0263, 0264	
White	Chevy	Cavalier	472-NBY	Feb-21	1G1JC5244Y7318319	0265, 0266, 0267	
Black	Mercury	Sable	DEJ-165	Mar-20	1MEHM42W58G615614	0268, 0269, 0270	Expired tabs - does not meet code
Brown	Toyota	Camry	087-ELU	Sep-19	Photo illegible	0271, 0272	Expired tabs - does not meet code
Black/Dark Blue	Pontiac		407-VGP	Sep-19	3G7DA03E95S504289	0273, 0274, 0275	Expired tabs - does not meet code, was there in 2019
Light Blue	Saturn		559-VAL	Jun-20	1G8ZS57B48F274035	0276, 0277, 0278	Expired tabs - does not meet code
White	GMC		YNB5149	Feb-21	1GTHK33J4VF026074	0279, 0280, 0281	Equipment in truck bed
Grey	Chevy		005-VGN	Jun-21	3GNFK16R2XG246092	0282, 0283, 0284	
Blue	Mazda	3	DWX-276	Oct-20	JM1BK343X61402751	0285, 0286	
Grey	Buick	Terraza CXL	057-TWW	Feb-20	5GADV33156D157583	0287, 0288	Expired tabs - does not meet code
Tan	Buick	Rendezvous	691-NMR	Sep-19	3G5DA03EX5S520638	0289, 0290	Expired tabs - does not meet code
Light Blue			RAV-578	Jul-06		0291, 0292, 0293, 0294	Expired tabs - does not meet code, tire rims in vehicle
Red	Toyota	Camry LE	786-JLL	May-20	4T1BE32K64U294542, photo illegible	0295, 0296, 0297, 0298	Expired tabs - does not meet code
Grey	Chevy	Silverado	ACP-911	Oct-20	1GCEK19T63E214453	0299, 0300, 0301	
Red	Hyundai	Sonata	BXW-953	Oct-20	5NPEB4AC0CH341857	0302, 0303, 0304	
Grey	Jeep		968-THX	Nov-20	1J4GW48S53C599095	0305, 0306, 0307	
Grey	Chevy	Impala LS	676-MWV	Sep-19	2G1WH52K849428899	0308, 0309, 0310, 0311, 0312	Expired tabs - does not meet code, flat tire
Grey	Toyota		154-MJV	Oct-20	4T1BF28K2XU079091, photo illegible	0313, 0315, 0316	
White	Chevy		BXX-422	Dec-20	1GNEK18K8SJ320506	0317, 0318, 0319, 0321	Plow attachment
White	Xfinity Van		AA7600	N/A	1FTNE24L26DB16017	0322, 0323, 0324, 0325	
Brown	Kia	Optima	BDT-301	Aug-20	5XXGM4A76DG245105	0326, 0327, 0328	Expired tabs - does not meet code
Tan	Toyota	Camry XLE	798-XJY	Jul-20	4T1BE32K93U248573	0329, 0330	Expired tabs - does not meet code
Tan	Toyota	Camry LE	BXX-623	Jan-20	4T1BG22K6WU273066	0331, 0332	Expired tabs - does not meet code
Grey	Hyundai		CMN-625	Jul-20	KMHWF25S95A177657	0333, 0334	Expired tabs - does not meet code
Tan	Kia		MDG-404	Mar-20	KNDMG4C76B6370284	0335, 0336	Expired tabs - does not meet code
Grey	Lincoln	Zephyr	287-RYG	Oct-20	3LNHM26156R610306	0337, 0338, 0340	
Red	Chevy	Silverado	MPH-746	Mar-21	1GCPKSE75CF188056	0341, 0342, 0343	
Black	GMC	Yukon	559-VHW	Jul-20	1GKEK13ZX4R285764	0344, 0345, 0346	Expired tabs - does not meet code
Grey	Volkswagon	Jetta	CBM-163	Nov-20	3VW3L7AJ8BM075286	0347, 0348, 0349	
Light Blue	Chrysler	Pacifica	600-VJC	Oct-20	2A8GM68X98R609086	0350, 0351, 0352	
White	Chevy	Suburban	ATC-393	Nov-20		0355, 142509	
Black	Buick	Le Sabre	BDL-871	Aug-21	1G4HR54K64U183979	140431, 140454	
Tan	Buick	Century	980-NCA	Jun-21	2G4WS52J941179281	140505, 140512, 142252	
Tan	Volvo	S40	DEH-166	Jan-21	Photo illegible	140519, 140528	
Black	Nissan	Altima	DEJ-062	Sep-20	1N4BL11EX6C128761	140535, 140542	Expired tabs - does not meet code
Black	Jeep		AUC-941	Mar-21	1J4NF1FB0BD219064	140549, 140555	
Grey	Nissan	Murano SL			JN8AZ08W15W44510	140603, 140608, 140613, 140616	No license - does not meet code, broken driver's door handle
Grey	Saturn		037-TZC	Nov-19	1G87K527927129548	140624, 140635	Expired tabs - does not meet code
Red	Ford		EA-9650		1FTW31P67EA6780	140644, 140650	State vehicle
Grey	Dodge	SLT			Photo illegible	140658, 140708, 140712, 140714, 140719	
Blue			BJK-035	Jul-20	IFALP65L2TK209	140728, 140737	Expired tabs - does not meet code
Black	Dodge	Limited 4x4	623-WNB	Jan-21	3C6UR5GL8FG553351	140746, 140754	
Tan	Chevy	Silverado LTZ	808-NYD	Oct-20		140803	
White	Cargo Truck		YAY8629	Feb-15		140818, 140820, 140822, 140825	Ladders under vehicle
Dark Blue	Ford	E-150	123-RWA	May-20	IFMREIIL3YHA04902	140827, 140837	Expired tabs - does not meet code, was there in 2019
White	Chevy		110-HNB	Aug-17	1GNET16P846241046	140846, 140851	Expired tabs - does not meet code
Tan	Chevy		517-UUZ	Oct-19	2GCEK19T821204233	140857, 140901, 140904	Expired tabs - does not meet code, flat tire, was there in 2019 (But noted as Silver Chevy Silverado)
Blue	Nissan		ABX-368	Jun-20	1N4BA41EX5C818614	140908, 140912, 140917	Expired tabs - does not meet code, flat tire, was there in 2019
Red	Jeep		DEH-895	Jan-20	1J4GL48K53W729626	140919, 140923	Expired tabs - does not meet code
Tan	Chevy		167-MBE	Apr-19	1G1ND52F05M251442	140929, 140931, 140935, 140950	Expired tabs - does not meet code, flat tire
Black	Chevy		350-NCB	Mar-20	2G1WB58K569357477	140941, 140942, 140946	Expired tabs - does not meet code
Dark Green	Ford	F-150	006-DKW	May-20	TFTRW08L23KB92177	140959, 141001, 141009	Expired tabs - does not meet code, was there in 2019
White	Cargo Van		YAF6962	Feb-19		141018, 141021, 141034	Expired tabs - does not meet code, broken turn signal
Red	Chevy	Impala	421-NCR	Apr-19	2G1WH52K849271925	141037, 141044	Expired tabs - does not meet code, was there in 2019

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

White	Chevy	[redacted]	671-HXA	Jan-18	3GNFK16Z22G243184	141044(0), 141051	VIN may be interchangable with red Chevy Impala's
Grey	Chevy	Silverado	DPG-858	Jan-21	1GCEK19T74Z136212	141055, 141059, 141107	Vehicle parts in truck bed
Tan	Chrysler	[redacted]	CLE-728	Mar-20	CP74L43R233655, photo illegible	141109, 141121, 141130	Expired tabs - does not meet code
Dark Blue	Chevy	[redacted]	MEP-650	Aug-19	3GCPKSE36BG352375	141139, 141148	Expired tabs - does not meet code
Red	Chevy	Blazer	874-HDD	Sep-19	[redacted]	141159, 141200	Expired tabs - does not meet code
Dark Blue	Chrysler	[redacted]	448-EHB	Jul-20	IC3EL55RI4NI86386	141201, 141205	Expired tabs - does not meet code
White	[redacted]	[redacted]	069-VZV	Jan-20	1G6KD54Y25U219264	141213, 141217	Expired tabs - does not meet code, was there in 2019 (Cadillac Seville)
Dark Blue	Chevy	[redacted]	599-RMY	Jun-20	[redacted]	141225	Expired tabs - does not meet code
White	[redacted]	[redacted]	[redacted]	[redacted]	2GCEK19T811318585	141227, 141230	
Dark Blue	Toyota	[redacted]	CDE-938	Sep-19	[redacted]	141239, 141242, 141254, 141256, 141258	Hood propped open, cobwebs, expired tabs
Dark Blue	Chevy	[redacted]	280-MUE	Jan-16	3GNFK16T1YG135434	141312, 141313, 141316	Expired tabs - does not meet code
Dark Green	Chevy	SK1	805-VCV	Jul-20	2GCEK19T121336234	141321, 141324, 141329, 141332, 141333	Expired tabs - does not meet code, was there in 2019
Grey	Chevy	[redacted]	ACR-686	Sep-19	1GCHK23G53F158353	141341, 141343, 141348	Expired tabs - does not meet code
Blue	Chevy	Prizm	CXB-558	Feb-20	[redacted]	141351, 141451	Expired tabs - does not meet code, flat tire
Red	Chevy	[redacted]	809-KPW	Jan-20	2GCEK19T7X1192390, photo illegible	141409, 141412, 141414, 141420	Expired tabs - does not meet code, flat tire
Red	Chevy	[redacted]	797-XJY	Jun-20	1GCGK29R2TE248330	141424, 141425, 141427, 141431, 141433, 141436, 141438, 141524, 141526(0), 141526	Expired tabs - does not meet code, popped hood from dent on driver's side, vehicle parts in truck bed, flat tire
Grey	Chevy	[redacted]	767-NDD	Mar-21	1G1ZS57F97F257117	141445, 141449	
Dark Green	Chevy	Silverado	522-WET	Jan-21	1GCEK19T83E177888	141528, 141536	
[redacted]	[redacted]	[redacted]	EFE-147	May-21	5GTDN136968104921	141555, 141559	
Tan	Dodge	[redacted]	057-TNE	Aug-19	[redacted]	141604, 141615, 141616	Expired tabs - does not meet code
Grey	Dodge	Avenger	348-XJY	Jun-20	Photo illegible	141623, 141630, 141637	Expired tabs - does not meet code, broken side mirror
White	Ford	[redacted]	113-LGX	Mar-20	2FMDK4JC9ABB24842	141648, 141652, 141654, 141710, 141714, 141716, 141718	Expired tabs - does not meet code, cobwebs, cardboard box in hood
Yellow	Scion	[redacted]	071-PGD	Jan-21	LKE50E281054655	141739, 141749	
Grey	Saturn	[redacted]	084-THT	Feb-20	1G8ZY1270YZ173924	141753, 141759	Expired tabs - does not meet code
Black	Ford	ZX4	626-RYZ	Dec-20	IFAFP34N16WI73633	141801, 141807, 141809, 141812	Cosmetic damage by driver's side front tire
Grey	Dodge	[redacted]	MCN-323	Feb-19	Photo illegible	141819, 114824(0), 114824	Expired tabs - does not meet code, was there in 2019
Red	Chevy	[redacted]	BDH-509	Jul-20	1GNEK13Z02J343721	114829, 141835, 141843	Expired tabs - does not meet code
White	Scion	[redacted]	589-WRB	Apr-20	[redacted]	141845	Expired tabs - does not meet code, was there in 2019
Red	Buick	[redacted]	367-WDX	Aug-19	[redacted]	141855	Expired tabs - does not meet code
Tan/Grey	Ford	[redacted]	524-LKN	Aug-20	1GNDT13W5X2218973	141907, 141910, 141922, 141929	Expired tabs - does not meet code, was there in 2019 (but noted as Silver Chevy Blazer?)
White	Ford	F-250	[redacted]	[redacted]	IFTNW2IP04ED73544	141942, 141958	
Black	Chevy	[redacted]	BXW-190	Oct-19	Photo illegible	142005, 142014, 142048	Expired tabs - does not meet code
Grey	Chevy	[redacted]	BXX-420	Feb-20	1GNEV23D09S143X64	142019, 142024	Expired tabs - does not meet code
Blue	Ford	500 Limited	MHE-683	Dec-19	1FAHP251376131268	142027, 142039	Expired tabs - does not meet code
Grey	Volvo	S80 T6	941-MKC	Feb-19	YV1TS90D1Y1087471	142043, 142051, 142106	Expired tabs - does not meet code
Grey	Dodge	Dakota	640-DKM	May-17	[redacted]	142108, 142113, 142114, 142117, 142127, 142137	Expired tabs - does not meet code, was there in 2019
Light Blue	Pontiac	Grand Prix	433-NBZ	Jul-20	[redacted]	142119, 142131, 142133	Expired tabs - does not meet code, dent on driver's side rear of vehicle, flat tire, was there in 2019
Grey	Nisan	Altima	650-LKN	Sep-20	1N4BA41E24C920939	142140, 142147, 142148	Expired tabs - does not meet code, cracked windshield
Grey	Ford	[redacted]	[redacted]	[redacted]	1FAHF2M88DG199828	142151, 142159, 142204, 142206	
Grey	Volvo	[redacted]	DEH-168	Jan-21	YV1MS382772315471	142209, 142222	
Purple	Chrysler	PT Cruiser	128-TNP	Nov-20	Photo cut off - 38B12T298053	142225, 142231, 142246	
White	Tow Truck	[redacted]	YBX3496	Feb-21	[redacted]	142328	
Red	Chevy	Silverado	186-TME	Nov-20	[redacted]	142411	
Yellow	GMC	[redacted]	407955	[redacted]	[redacted]	142446	Collector plates

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

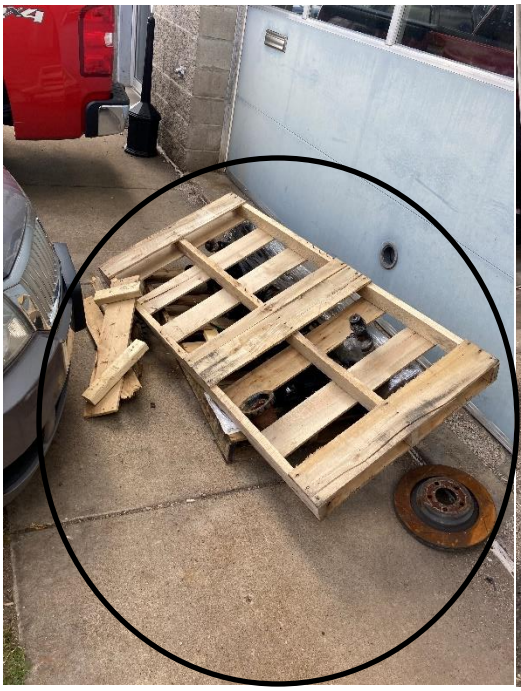
Miscellaneous Items at 6710 Highway 10 NW (Independent Auto)

Item	*Image(s) Number*
Pallets	0339, 0353, 141643, 142359, 142403, 142419, 142420, 142459, 142500
Vehicle parts	0339, 0353, 0354, 0356, 141539, 141540, 141643, 142403, 142436, 142437, 142451, 142454, 142456, 142517, 142522, 142527, 142544, 142546, 142556, 142606, 142611, 142619, 142621
Rags, cloth	0356, 142517
Various vehicles	141505, 141508, 141546, 141548, 141549, 141604, 142249, 142333, 142334
Tires	141533, 141540, 141643, 142359, 142419, 142420, 142428, 142454, 142456, 142501, 142502, 142527, 142534, 142613, 142617, 142625
In-shop photos	142408, 142411, 142436, 142446, 142451, 142452, 142455, 142504, 142506, 142517, 142522, 142525, 142527, 142534, 142544, 142546, 142556, 142606, 142611, 142613, 142617, 142619, 142621, 142625, 142635

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

Exhibits 1-20: Items stored outside that need to be properly sheltered or removed











STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

PLEASE CONTACT THE PLANNING DEPARTMENT BEFORE FILING AN APPEAL

You may request a hearing before a Hearing Examiner regarding these violations. Your request must be filed in writing addressed to the Chief of Police within fourteen (14) days from the date you receive this notice and your request MUST identify with specificity the basis for your objection to the interpretation of the Code and the Notice of Violation for requesting the hearing. A $250 filing fee must also accompany your hearing request. The Police Chief's name and address is as follows:

Jeff Katers, Chief of Police
Ramsey Police Department
7550 Sunwood Drive NW
Ramsey, MN 55303

If you fail to correct the violations and come into compliance with the City Code or request a hearing within the fourteen (14) day period, you may be subject to an administrative fine AND the City will come onto the Property and correct (abate) the violations, and assess the costs of abatement along with any penalties and interest incurred. Those costs will be certified to the county auditor and will be collected along with current taxes the following year or in annual installments not exceeding ten as the City Council may determine. The assessments will remain a perpetual lien on the Property until paid in full.

You are further notified that any item removed from the Property by the City will be held for 15 days prior to disposal. Within said 15 days you may reclaim the items held by the City after paying all fees incurred by the City associated with the abatement. If you do not contact the City within 15 days to reclaim the items, all items will be disposed of and sold. Any abated items that are reclaimed and returned to the Property owner that are found to be in violation of the City Code's nuisance provisions shall be abated immediately by the City.

Inventory of Vehicles at 6710 Highway 10

Vehicle Color	*Vehicle Make*	*Vehicle Model*	*License*	*Tabs Date*	*VIN*	*Image(s) Number*
Black	Ford	Expedition	515-VRC	May-21	NMRUI8W6WLB93803	IMG_0432, IMG_0433
Black	Chevy	Silverado	CMN-583	Jun-21	2GCEK13T251400150	IMG_0434, IMG_0435, IMG_0436, IMG_0437
Black	Dodge	Dart			1C3CDFBH9DD210445	IMG_0438, IMG_0439, IMG_0440, IMG_0441, IMG_0442
Grey	Nissan	Maxima	650-LKN	Sep-20	1N4BA41E24C920939	IMG_0443, IMG_0444, IMG_0445
Red	Ford	Explorer	CYB-589	May-21	1FM5K8088DGA12320	IMG_0446, IMG_0447, IMG_0448
Grey	GMC	Terrain			2GKF1XE58C6293726	IMG_0449, IMG_0450, IMG_0451
Blue	Ford	500 Limited	MHE-683	Dec-19	1FAHP25107G131268	IMG_0452, IMG_0453, IMG_0454, IMG_0455
Light Blue	Pontiac	Grand Prix	433-NBZ	Jul-20		IMG_0456, IMG_0457, IMG_0458
Black	Chevy	Silverado	BWV-111	Oct-20	3GCPKSE7XCG155598	IMG_0459, IMG_0460, IMG_0461
Grey	Chevy	Traverse LT	BXX-420	Feb-20	1GNEV23D09S143X64	IMG_0462,IMG_0463, IMG_0464
Black	Chevy	Equinox LT	BXW-190	Oct-20	Photo illegible	IMG_0465,IMG_0466, IMG_0467, IMG_0468
Black	Chevy		487-TVN	Nov-20	2GCEK13T861140130	0259, 0260
White	Dodge	Ram 1500	DEH-671	Jul-21	1B7HF16Y2WS771108	0261, 0262, 0263, 0264
White	Chevy	Cavalier	472-NBY	Feb-21	1G1JC5244Y7318319	0265, 0266, 0267
Black	Mercury	Sable	DEJ-165	Mar-20	1MEHM42W58G615614	0268, 0269, 0270

Brown	Toyota	Camry	087-ELU	Sep-19	Photo illegible	0271, 0272
Black/Dark Blue	Pontiac		407-VGP	Sep-19	3G7DA03E95S504289	0273, 0274, 0275
Light Blue	Saturn		559-VAL	Jun-20	1G8ZS57B48F274035	0276, 0277, 0278
White	GMC		YNB5149	Feb-21	1GTHK33J4VF026074	0279, 0280, 0281
Grey	Chevy		005-VGN	Jun-21	3GNFK16R2XG246092	0282, 0283, 0284
Blue	Mazda	3	DWX-276	Oct-20	JM1BK343X61402751	0285, 0286
Grey	Buick	Terraza CXL	057-TWW	Feb-20	5GADV33156D157583	0287, 0288
Tan	Buick	Rendezvous	691-NMR	Sep-19	3G5DA03EX5S520638	0289, 0290
Light Blue			RAV-578	Jul-06		0291, 0292, 0293, 0294
Red	Toyota	Camry LE	786-JLL	May-20	4T1BE32K64U294542, photo illegible	0295, 0296, 0297, 0298
Grey	Chevy	Silverado	ACP-911	Oct-20	1GCEK19T63E214453	0299, 0300, 0301
Red	Hyundai	Sonata	BXW-953	Oct-20	5NPEB4AC0CH341857	0302, 0303, 0304
Grey	Jeep		968-THX	Nov-20	1J4GW48S53C599095	0305, 0306, 0307
Grey	Chevy	Impala LS	676-MWV	Sep-19	2G1WH52K849428899	0308, 0309, 0310, 0311, 0312
Grey	Toyota		154-MJV	Oct-20	4T1BF28K2XU079091, photo illegible	0313, 0315, 0316
White	Chevy		BXX-422	Dec-20	1GNEK18K8SJ320506	0317, 0318, 0319, 0321
White	Xfinity Van		AA7600	N/A	1FTNE24L26DB16017	0322, 0323, 0324, 0325
Brown	Kia	Optima	BDT-301	Aug-20	5XXGM4A76DG245105	0326, 0327, 0328
Tan	Toyota	Camry XLE	798-XJY	Jul-20	4T1BE32K93U248573	0329, 0330
Tan	Toyota	Camry LE	BXX-623	Jan-20	4T1BG22K6WU273066	0331, 0332
Grey	Hyundai		CMN-625	Jul-20	KMHWF25S95A177657	0333, 0334
Tan	Kia		MDG-404	Mar-20	KNDMG4C76B6370284	0335, 0336
Grey	Lincoln	Zephyr	287-RYG	Oct-20	3LNHM26156R610306	0337, 0338, 0340
Red	Chevy	Silverado	MPH-746	Mar-21	1GCPKSE75CF188056	0341, 0342, 0343
Black	GMC	Yukon	559-VHW	Jul-20	1GKEK13ZX4R285764	0344, 0345, 0346
Grey	Volkswagon	Jetta	CBM-163	Nov-20	3VW3L7AJ8BM075286	0347, 0348, 0349
Light Blue	Chrysler	Pacifica	600-VJC	Oct-20	2A8GM68X98R609086	0350, 0351, 0352
White	Chevy	Suburban	ATC-393	Nov-20		0355, 142509
Black	Buick	Le Sabre	BDL-871	Aug-21	1G4HR54K64U183979	140431, 140454

Tan	Buick	Century	980-NCA	Jun-21	2G4WS52J941179281	140505, 140512, 142252
Tan	Volvo	S40	DEH-166	Jan-21	Photo illegible	140519, 140528
Black	Nissan	Altima	DEJ-062	Sep-20	1N4BL11EX6C128761	140535, 140542
Black	Jeep		AUC-941	Mar-21	1J4NF1FB0BD219064	140549, 140555
Grey	Nissan	Murano SL			JN8AZ08W15W44510	140603, 140608, 140613, 140616
Grey	Saturn		037-TZC	Nov-19	1G87K527927129548	140624, 140635
Red	Ford		EA-9650		1FTW31P67EA6780	140644, 140650
Grey	Dodge	SLT			Photo illegible	140658, 140708, 140712, 140714, 140719
Blue			BJK-035	Jul-20	IFALP65L2TK209	140728, 140737
Black	Dodge	Limited 4x4	623-WNB	Jan-21	3C6UR5GL8FG553351	140746, 140754
Tan	Chevy	Silverado LTZ	808-NYD	Oct-20		140803
White	Cargo Truck		YAY8629	Feb-15		140818, 140820, 140822, 140825
Dark Blue	Ford	E-150	123-RWA	May-20	IFMREIIL3YHA04902	140827, 140837
White	Chevy		110-HNB	Aug-17	1GNET16P846241046	140846, 140851
Tan	Chevy		517-UUZ	Oct-19	2GCEK19T821204233	140857, 140901, 140904
Blue	Nissan		ABX-368	Jun-20	1N4BA41EX5C818614	140908, 140912, 140917
Red	Jeep		DEH-895	Jan-20	1J4GL48K53W729626	140919, 140923
Tan	Chevy		167-MBE	Apr-19	1G1ND52F05M251442	140929, 140931, 140935, 140950
Black	Chevy		350-NCB	Mar-20	2G1WB58K569357477	140941, 140942, 140946
Dark Green	Ford	F-150	006-DKW	May-20	TFTRW08L23KB92177	140959, 141001, 141009
White	Cargo Van		YAF6962	Feb-19		141018, 141021, 141034

Red	Chevy	Impala	421-NCR	Apr-19	2G1WH52K849271925	141037, 141044
White	Chevy		671-HXA	Jan-18	3GNFK16Z22G243184	141044(0), 141051
Grey	Chevy	Silverado	DPG-858	Jan-21	1GCEK19T74Z136212	141055, 141059, 141107
Tan	Chrysler		CLE-728	Mar-20	CP74L43R233655, photo illegible	141109, 141121, 141130
Dark Blue	Chevy		MEP-650	Aug-19	3GCPKSE36BG352375	141139, 141148
Red	Chevy	Blazer	874-HDD	Sep-19		141159, 141200
Dark Blue	Chrysler		448-EHB	Jul-20	IC3EL55RI4NI86386	141201, 141205
White			069-VZV	Jan-20	1G6KD54Y25U219264	141213, 141217
Dark Blue	Chevy		599-RMY	Jun-20		141225
White					2GCEK19T811318585	141227, 141230
Dark Blue	Toyota		CDE-938	Sep-19		141239, 141242, 141254, 141256, 141258
Dark Blue	Chevy		280-MUE	Jan-16	3GNFK16T1YG135434	141312, 141313, 141316
Dark Green	Chevy	SK1	805-VCV	Jul-20	2GCEK19T121336234	141321, 141324, 141329, 141332, 141333
Grey	Chevy		ACR-686	Sep-19	1GCHK23G53F158353	141341, 141343, 141348
Blue	Chevy	Prizm	CXB-558	Feb-20		141351, 141451
Red	Chevy		809-KPW	Jan-20	2GCEK19T7X1192390, photo illegible	141409, 141412, 141414, 141420
Red	Chevy		797-XJY	Jun-20	1GCGK29R2TE248330	141424, 141425, 141427, 141431, 141433, 141436, 141438, 141524, 141526(0), 141526
Grey	Chevy		767-NDD	Mar-21	1G1ZS57F97F257117	141445, 141449

Dark Green	Chevy	Silverado	522-WET	Jan-21	1GCEK19T83E177888	141528, 141536
			EFE-147	May-21	5GTDN136968104921	141555, 141559
Tan	Dodge		057-TNE	Aug-19		141604, 141615, 141616
Grey	Dodge	Avenger	348-XJY	Jun-20	Photo illegible	141623, 141630, 141637
White	Ford		113-LGX	Mar-20	2FMDK4JC9ABB24842	141648, 141652, 141654, 141710, 141714, 141716, 141718
Yellow	Scion		071-PGD	Jan-21	LKE50E281054655	141739, 141749
Grey	Saturn		084-THT	Feb-20	1G8ZY1270YZ173924	141753, 141759
Black	Ford	ZX4	626-RYZ	Dec-20	IFAFP34N16WI73633	141801, 141807, 141809, 141812
Grey	Dodge		MCN-323	Feb-19	Photo illegible	141819, 114824(0), 114824
Red	Chevy		BDH-509	Jul-20	1GNEK13Z02J343721	114829, 141835, 141843
White	Scion		589-WRB	Apr-20		141845
Red	Buick		367-WDX	Aug-19		141855
Tan/Grey	Ford		524-LKN	Aug-20	1GNDT13W5X2218973	141907, 141910, 141922, 141929
White	Ford	F-250			IFTNW2IP04ED73544	141942, 141958
Grey	Volvo	S80 T6	941-MKC	Feb-19	YV1TS90D1Y1087471	142043, 142051, 142106
Grey	Dodge	Dakota	640-DKM	May-17		142108, 142113, 142114, 142117, 142127, 142137
Light Blue	Pontiac	Grand Prix	433-NBZ	Jul-20		142119, 142131, 142133
Grey	Ford				1FAHF2M88DG199828	142151, 142159, 142204, 142206

Grey	Volvo	[redacted]	DEH-168	Jan-21	YV1MS382772315471	142209, 142222
Purple	Chrysler	PT Cruiser	128-TNP	Nov-20	Photo cut off - 38B12T298053	142225, 142231, 142246
White	Tow Truck	[redacted]	YBX3496	Feb-21	[redacted]	142328
Red	Chevy	Silverado	186-TME	Nov-20	[redacted]	142411
Yellow	GMC	[redacted]	407955	[redacted]	[redacted]	142446

) NW (Independent Auto)

Additional Notes	*New since the September 3rd, 2020 inspection?*
	New vehicle
	New vehicle
No license - does not meet code	New vehicle
Expired tabs - does not meet code	No, was previously noted as a Nissan Altima with a cracked windshield
	New vehicle
No license - does not meet code	New vehicle
Expired tabs - does not meet code, hail damage	No, was present on September 3rd inspection
Expired tabs - does not meet code, dent on driver's side rear of vehicle, flat tire, was there in 2019	No, was present on September 3rd inspection
Expired tabs - does not meet code	New vehicle
Expired tabs - does not meet code	No, was present on September 3rd inspection
Expired tabs - does not meet code, cobwebs on antenna	No, was present on September 3rd inspection
Expired tabs - does not meet code	

Expired tabs - does not meet code	
Expired tabs - does not meet code, was there in 2019	
Expired tabs - does not meet code	
Equipment in truck bed	
Expired tabs - does not meet code	
Expired tabs - does not meet code	
Expired tabs - does not meet code, tire rims in vehicle	
Expired tabs - does not meet code	
Expired tabs - does not meet code, flat tire	
Plow attachment	
Expired tabs - does not meet code	
Expired tabs - does not meet code	
Expired tabs - does not meet code	
Expired tabs - does not meet code	
Expired tabs - does not meet code	
Expired tabs - does not meet code	

Expired tabs - does not meet code	
No license - does not meet code, broken driver's door handle	
Expired tabs - does not meet code	
State vehicle	
Expired tabs - does not meet code	
Ladders under vehicle	
Expired tabs - does not meet code, was there in 2019	
Expired tabs - does not meet code	
Expired tabs - does not meet code, flat tire, was there in 2019 (But noted as Silver Chevy Silverado)	
Expired tabs - does not meet code, flat tire, was there in 2019	
Expired tabs - does not meet code	
Expired tabs - does not meet code, flat tire	
Expired tabs - does not meet code	
Expired tabs - does not meet code, was there in 2019	
Expired tabs - does not meet code, broken turn signal	

Expired tabs - does not meet code, was there in 2019	
VIN may be interchangable with red Chevy Impala's	
Vehicle parts in truck bed	
Expired tabs - does not meet code	
Expired tabs - does not meet code	
Expired tabs - does not meet code	
Expired tabs - does not meet code	
Expired tabs - does not meet code, was there in 2019 (Cadillac Seville)	
Expired tabs - does not meet code	
Hood propped open, cobwebs, expired tabs	
Expired tabs - does not meet code	
Expired tabs - does not meet code, was there in 2019	
Expired tabs - does not meet code	
Expired tabs - does not meet code, flat tire	
Expired tabs - does not meet code, flat tire	
Expired tabs - does not meet code, popped hood from dent on driver's side, vehicle parts in truck bed, flat tire	

Expired tabs - does not meet code	
Expired tabs - does not meet code, broken side mirror	
Expired tabs - does not meet code, cobwebs, cardboard box in hood	
Expired tabs - does not meet code	
Cosmetic damage by driver's side front tire	
Expired tabs - does not meet code, was there in 2019	
Expired tabs - does not meet code	
Expired tabs - does not meet code, was there in 2019	
Expired tabs - does not meet code	
Expired tabs - does not meet code, was there in 2019 (but noted as Silver Chevy Blazer?)	
Expired tabs - does not meet code	
Expired tabs - does not meet code, was there in 2019	
Expired tabs - does not meet code, dent on driver's side rear of vehicle, flat tire, was there in 2019	

Collector plates	

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

October 7th, 2020

Allen Cameron Berg
Or Current Tenant
7470 152nd Ln NW
Ramsey, MN 53033

Independent Auto
Or Current Tenant
6745 Highway 10 NW
Ramsey, MN 53033

-NOTICE OF ABATEMENT -

RE: Various Violations in the H1: Hwy 10 Business District on Anoka County PID #34-32-25-12-0008; (6745 Highway 10 NW)

Dear Property Owner:

The City of Ramsey has adopted ordinances that are designed to keep the community safe, healthy and attractive. A recent inspection of the above premises revealed the following violations of the Ramsey City Code as listed below:

- **Section 30-3 – Property conditions constituting a public nuisance. (6), (25), and (26).**
  (6) The storage or accumulation of waste, refuse, or garbage that is not contained in a closed container designed or reasonably adapted for such purpose, except for 30 days preceding pick-up by a hauler. This includes any accumulation of appliances, plumbing fixtures, furniture, equipment, remnants of wood (decayed or weathered) unused construction materials, stockpiles of rocks or dirt, or any items that could not be put to use in the manner that they are intended.
    - **Items on the property include wood pallets, tires, motors, etc.**

  (25) The outdoor or outside storage of any abandoned or inoperable vehicles.
    - **Inoperable vehicle means any motor vehicle which cannot meet all of the following criteria**:
      - (1) The vehicle must be able to be driven or propelled under its own power upon demand in its existing condition; and
      - (2) The vehicle must be able to be driven or propelled under its own power in a safe manner and not be wrecked, junked, or dismantled at the time of inspection and/or abatement; and
      - (3) The vehicle must have current license plates and tabs; and
      - (4) The vehicle must have current proof of liability insurance, as required by state law.
    - **Vehicles cannot be triple stacked, only double stacked is allowed**.

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

- **We also noticed cobwebs forming between vehicles, indicating that they have been there for a substantial amount of time and are not customer-owned and operated.**

(26) The outdoor or outside storage of any part of a motor vehicle or piece of machinery that is deteriorating or unusable or intended to be used as salvageable parts.

- **Section 117-120 – H-1 Highway 10 Business District – (b) Permitted uses**
  - Auto cannibalization is not an allowed business in the H-1 Highway 10 Business District, nor anywhere else in the City of Ramsey.

The City sent a notice of violation for the property on September 16th, 2020. Staff was able to inspect the property on September 3rd, 2020 and October 2nd, 2020 and found the violations listed above. An abatement of the property will be part of the consent agenda at the City Council meeting on October 13th, 2020. We are also recommending that the City Council give direction to not renew the lease when your lease expires.

Another $250 citation is included for persistent violations. You have 14 days from the date of this letter to complete the following (or the items will be removed from the property, and the property owner will be billed up to 150% of the expense):

- Outside storage of waste/refuse/junk
  - **Properly store or dispose of all materials stored outside**
- Inoperable vehicles
  - **Properly tab and license all vehicles on the property; or**
  - **Remove all "inoperable" vehicles from the property.**
- Auto Cannibalization
  - **Cease all activity related to the business of automotive cannibalization.**
  - You may not use parts from other vehicles on the property to repair customer vehicles. While on site, we noticed numerous openly stored auto parts such as motors, seats, tires, and other items that are indicative that those vehicles are being used to source parts for other vehicles.

Please contact me at (763) 576-4314 to answer any questions you may have.

Sincerely,

Brian McCann, Planning Technician
(763) 576-4314 | bmccann@cityoframsey.com
Ramsey Planning Department

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

Inventory of Vehicles at 6710 Highway 10 NW (Independent Auto)

Vehicle Color	*Vehicle Make*	*Vehicle Model*	*License*	*Tabs Date*	*VIN*	*Image(s) Number*	*Additional Notes*	*New since the September 3rd, 2020 inspection?*
Black	Ford	Expedition	515-VRC	May-21	NMRUI8W6WLB93803	0432, 0433		New vehicle
Black	Chevy	Silverado	CMN-583	Jun-21	2GCEK13T251400150	0434, 0435, 0436, 0437		New vehicle
Black	Dodge	Dart			1C3CDFBH9DD210445	0438, 0439, 0440, 0441, 0442	No license - does not meet code	New vehicle
Grey	Nissan	Maxima	650-LKN	Sep-20	1N4BA41E24C920939	0443, 0444, 0445	Expired tabs - does not meet code	No, was previously noted as a Nissan Altima with a cracked windshield
Red	Ford	Explorer	CYB-589	May-21	1FM5K8088DGA12320	0446, 0447, 0448		New vehicle
Grey	GMC	Terrain			2GKF1XE58C6293726	0449, 0450, 0451	No license - does not meet code	New vehicle
Blue	Ford	500 Limited	MHE-683	Dec-19	1FAHP25107G131268	0452, 0453, 0454, 0455	Expired tabs - does not meet code, hail damage	No, was present on September 3rd inspection
Light Blue	Pontiac	Grand Prix	433-NBZ	Jul-20		0456, 0457, 0458	Expired tabs - does not meet code, dent on driver's side rear of vehicle, flat tire, was there in 2019	No, was present on September 3rd inspection
Black	Chevy	Silverado	BWV-111	Oct-20	3GCPKSE7XCG155598	0459, 0460, 0461	Expired tabs - does not meet code	New vehicle
Grey	Chevy	Traverse LT	BXX-420	Feb-20	1GNEV23D09S143X64	0462,0463, 0464	Expired tabs - does not meet code	No, was present on September 3rd inspection
Black	Chevy	Equinox LT	BXW-190	Oct-20	Photo illegible	0465,0466, 0467, 0468	Expired tabs - does not meet code, cobwebs on	No, was present on September 3rd inspection
White	Volvo	S-40	BEP-261	Apr-20	Photo illegible	0469, 0470, 0471		New vehicle
Red	Buick		367-WDX	Aug-19	1G4NJ52M5WC405077	0472, 0473, 0474	Expired tabs - does not meet code	No, was present on September 3rd inspection
Light Blue	GMC	Sierra	BXY-901	Jan-21	Blocked by leaf	0475, 0476, 0477, 0478		New vehicle
Dark Blue	Chevy		3CK954	Dec-20	1GCEK19T4YE248740	0479, 0481, 0482		New vehicle
White	Scion	xB	071-PGD	Jan-21	JTLZE4FE3A1114786	0483, 0484, 0485		License noted for yellow scion from September 3rd inspection, VINs do not appear to match
Red	Ford	Taurus		Oct-20	1FAHP2L89DG196809	0486, 0487, 0488, 0489	No license, expired tabs - does not meet code	New vehicle
Grey			DEJ-575	Oct-20	1GNEV16K81E129067	0490, 0491, 0492	Expired tabs - does not meet code	New vehicle
Red	Chevy	Tahoe	BDH-509	Jul-20	1GNEK13Z02J343721	0493, 0494, 0495	Expired tabs - does not meet code	No, was present on September 3rd inspection
Grey	Dodge	Dakota SLT	MCN-323	Feb-21	Photo illegible	0496, 0497, 0498		No, was present on September 3rd inspection. Tabs have been updated
Black	Ford	Focus	626-RYZ	Dec-20	1FAFP34N16W173633	0499, 0500, 0501, 0502	Cosmetic damage by driver's side front tire	No, was present on September 3rd inspection
Dark Grey	Chevy	Suburban	2EE698	Jul-21	1GNUKJE32AR121914	0480, 0511, 0512, 0513	Brought on lot during inspection	New vehicle
Grey	Honda	Odyssey	BXW-567	Feb-21	5FNRL38846B080469	0503, 0504, 0505		New vehicle
Grey	Saturn		084-THT	Feb-20	1G8ZY1270YZ173924	0506, 0507, 0508	Expired tabs - does not meet code	No, was present on September 3rd inspection
White	Ford	Focus			1FAFP34N66W197068	0509, 0510	No license - does not meet code. Brought on lot during inspection	New vehicle
Dark Blue	Dodge	Avenger	BNC-790	May-21	1B3LC76MX8N263782	0514, 0515, 0516		New vehicle
Tan	Dodge	Durango	057-TNE	Aug-19	1D4HB58D85F594524	0517, 0518, 0519	Expired tabs - does not meet code	No, was present on September 3rd inspection
Grey	Dodge	Ram 1500	643-THW	Jul-21		0520, 0521, 0524	Rusting	New vehicle
White	GMC	Hummer H3				0525, 0526	No license - does not meet code	New vehicle
Grey	Chevy	Malibu	767-NDD	Mar-21	1G1ZS57F97F257117	0528, 0529, 0530		No, was present on September 3rd inspection
Red	Chevy		797-XJY	Jun-20	1GCK29R2TE248330	0531, 0532, 0533	Expired tabs - does not meet code, popped hood from dent on driver's side, vehicle parts in truck bed,	No, was present on September 3rd inspection
Red	Chevy		809-KPW	Jan-20	2GCEK19T7X1192390	0534, 0535, 0536	Expired tabs - does not meet code, flat tires	No, was present on September 3rd inspection
Grey	Chevy		ACR-686	Sep-21	1GCHK23G53F158353	0537, 0538, 0539	Empty cans and gas canister in truck bed	No, was present on September 3rd inspection. Tabs have been updated
Dark Green	Chevy		805-VCV	Jul-21	2GCEK19T121336234	0540, 0541, 0542, 0543	Buckets, cans, vehicle parts in truck bed	No, was present on September 3rd inspection. Tabs have been updated
Black	Chevy		280-MUE	Jan-21	3GNFK16T1YG135434	0544, 0545		No, was present on September 3rd inspection. Tabs have been updated
Dark Blue	Toyota	Highlander	CDE-938	Sep-19	Photo illegible	0546, 0547, 0548, 0549	Expired tabs - does not meet code, flat tire	No, was present on September 3rd inspection. Improvements have been made.
Grey	Chevy	Silverado	DPG-858	Jan-21	1GCEK19T74Z136212	0550, 0551		No, was present on September 3rd inspection
Tan	Chevy		MEY-332	Sep-20	1GCEK19T64E373121	0552, 0553	Expired tabs - does not meet code	New vehicle
Dark Blue	Chrysler		448-EHB	Jul-20	1C3EL55R14N186386	0554, 0555	Expired tabs - does not meet code	No, was present on September 3rd inspection
Red	Chevy	Blazer	874-HDD	Sep-19	1GNDT13W8WK188558	0556, 0557	Expired tabs - does not meet code	No, was present on September 3rd inspection
White	Chevy	Silverado	YBX3547	Feb-21		0558, 0561, 0562	Trailer attached	New vehicle

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

Black	Chevy		MEP-650	Aug-19	3GCPKSE36BG352375	0559, 0560	Expired tabs - does not meet code	No, was present on September 3rd inspection
White	Chevy		671-HXA	Jan-18	3GNFK16Z22G243184	0563, 0564	Expired tabs - does not meet code. VIN may be interchangable based on last inspection	No, was present on September 3rd inspection
White	Dodge	Van	YAF6962		2B7KB31Z7XK551925	0565, 0566, 0567, 0568, 0569	S&J Contracting on front window, cobwebs	No, was present on September 3rd inspection. Unsure of tabs
Dark Green	Ford	F150	006-DKW	May-20	FTRW08L23KB92177	0569, 0570, 0571, 0572	Expired tabs - does not meet code	No, was present on September 3rd inspection
Black	Chevy		350-NCB	May-20	2G1WB58K569357477	0573, 0574	Expired tabs - does not meet code	No, was present on September 3rd inspection
Red	Chevy		7012AB	Jun-21	3GNEK12ZX5G295085	0575, 0576		New vehicle
Dark Blue	Chevy	Silverado	599-RMY	Jun-20	2GCEK19T811318585	0577, 0578	Expired tabs - does not meet code	No, was present on September 3rd inspection
Tan	Chevy	Silverado	517-UUZ	Oct-21	2GCEK19T821204233	0579, 0580		No, was present on September 3rd inspection
White	Chevy		110-HNB	Aug-20	1GNET16P846241046	0581, 0582, 0586	Expired tabs - does not meet code, flat tires	No, was present on September 3rd inspection
Dark Blue	Ford	E-150	123-RWA	May-21	1FMRE11L3YHA04902	0583, 0584, 0585	Flat tire	No, was present on September 3rd inspection. Updated tabs since last inspection
White	Boat					0587, 0588		New vehicle
White	Cargo Van		YAY8629	Feb-15	1FDKE37H5NHB19388	0589, 0590	Expired tabs - does not meet code	No, was present on September 3rd inspection
Grey	Chevy	Aved LS	193-RZC	Jan-21	KL1TD56618B061651	0592, 0593, 0594		New vehicle, parked in customer parking area
Black	Buick		BXD-075	Sep-20	1G4CU541914131189	0596, 0597, 0598	Expired tabs - does not meet code	New vehicle, parked in customer parking area
Tan	GMC	Yukon	BXG-539	Jan-21	1GKEK13TX1R153823	0599, 0600, 0601	Hood propped open	New vehicle, parked in customer parking area
Black	GMC	Yukon	559-VHW	Jul-20	1GKEK13ZX4R285764	0602, 0603, 0604	Expired tabs - does not meet code	No, was present on September 3rd inspection. Parked in customer parking area
Red	Hyundai	Elantra	143-WUD	May-20	KMHDU46D68U360543	0605, 0606, 0607	Expired tabs - does not meet code	New vehicle, parked in customer parking area
Black	Chevy		3AH427	Feb-21	3GNGK26GX1G245319	0609, 0610, 0611, 0612	Carrying Polaris vehicle on trailer	New vehicle, parked in customer parking area
Dark Blue	Polaris		3SP11	2022		0610, 0613, 0614, 0615	On trailer	New vehicle, parked in customer parking area
Trailer			1453CPT	Feb-21		0613, 0616	Carrying Polaris vehicle	New vehicle, parked in customer parking area
Grey	Toyota	Camry LE	MVB-120	Jun-21	4T1BE32K33U782782	0617, 0618, 0619		New vehicle
White	Dodge	Ram 1500	DEH-671	Jul-21	1B7HF16Y2WS771108	0620, 0621, 0622	Rusted rear bumper	No, was present on September 3rd inspection
White	Chevy	Cavalier	472-NBY	Feb-21	1G1JC5244Y7318319	0623, 0624, 0625, 0626		No, was present on September 3rd inspection
Grey	Chevy		005-VGN	Jun-21	3GNFK16R2XG246092	0627, 0268, 0269		No, was present on September 3rd inspection
White	Ford	F-250			1FTNW21P04ED73544	0630, 0631, 0632	No license - does not meet code	No, was present on September 3rd inspection
Blue	Mazda	3	DWX-276	Oct-20	JM1BK343X61402751	0633, 0634, 0635	Expired tabs - does not meet code	No, was present on September 3rd inspection
Grey	Buick		MCL-233	Feb-21	1G4CW52K7TH648637	0636, 0637, 0638		New vehicle
Purple	Chrysler	PT Cruiser	128-TNP	Nov-20	Photo cut off, 58B12T298053	0639, 0640, 0641, 0642		No, was present on September 3rd inspection
Grey	Volkswagon	Jetta	CBM-163	Nov-20	3VW3L7AJ8BM075286	0643, 0644, 0645		No, was present on September 3rd inspection
Dark Blue	Ford		YBW6696	Feb-21	1FTWW31R78ED71324	0646, 0647, 0648		New vehicle
Dark Blue	Chevy	Silverado	DEH-675	Aug-21	1GCEK19V11Z105244	0649, 0650, 0651	Pallets in trunk	New vehicle
Light Blue			RAV-578	Jul-06		0652, 0653, 0654	Expired tabs - does not meet code, tire rims in	No, was present on September 3rd inspection
Red	Toyota	Camry LE	786-JLL	May-20	Photo illegible	0655, 0656, 0657	Expired tabs - does not meet code	No, was present on September 3rd inspection
Red	Kia	Sonata	BXW-953	Oct-20	5NPEB4AC0CH341857	0658, 0659, 0660, 0661	Expired tabs - does not meet code	No, was present on September 3rd inspection
Grey	Jeep		968-THX	Nov-20	1J4GW48S53C599095	0662, 0663, 0665	Flat tires	No, was present on September 3rd inspection
Grey	Chevy	Impala LS	676-MWV	Sep-19	2G1WH52K849428899	0666, 0667	Expired tabs - does not meet code, flat tire	No, was present on September 3rd inspection
Grey	Toyota		154-MJV	Oct-20	4T1BF28K2XU079081	0668, 0670, 0671, 0672	Expired tabs - does not meet code	No, was present on September 3rd inspection
White	Chevy		BXX-422	Dec-20	1GNEK18K8SJ320506	0673, 0674, 0675	Plow attachment	No, was present on September 3rd inspection
Red	Oldsmobile	Royale	737-907			0676, 0677, 0678	Collector plate	New vehicle
Maroon	Kia	Optima	BDT-301	Aug-21	5XXGM4A76DG245105	0679, 0680, 0681		No, was present on September 3rd inspection. Previously noted as brown, updated tabs.
Tan	Toyota	Camry XLE	798-XJY	Jul-21	4T1BE32K93U248573	0683, 0684		No, was present on September 3rd inspection. Updated tabs.
Tan	Toyota	Camry LE	BXX-623	Jan-20	4T1BG22K6WU273066	0685, 0686	Expired tabs - does not meet code	No, was present on September 3rd inspection
Tan	Kia		MGD-404	Mar-20	KNDMG4C76B6370284	0687, 0688	Expired tabs - does not meet code	New vehicle

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

Miscellaneous Items at 6710 Highway 10 NW (Independent Auto)		
Item	*Image(s) Number*	*Additional Notes*
Pallets/ fencing	0527, 0595, 0682	
Vehicle parts	0595, 0664	
Tires	0522, 0523, 0527	Larger pile than last inspection

Orange: In violation of City Code
Yellow: Inconsistent with previous photos
Non-highlighted: Not in violation with City Code

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit

Exhibits 1-6: Items that cannot be stored outside, and need to be properly sheltered or removed









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

RESOLUTION #20-226

A RESOLUTION APPROVING AN ABATEMENT OF INDEPENDENT AUTO AT 6745 HIGHWAY 10 NW

WHEREAS, 6745 Highway 10 NW has an open code enforcement case for multiple violations at the property legally described as follows:

LOT 1 BLK 2 HY-10 RAMSEY SUBJ TO EASE OF REC, ANOKA COUNTY, MINNESOTA

(the "Subject Property") (PID: 293225140008)

WHEREAS, the violations on the Subject Property include the following:

a. Violations of City Code Chapter 117, Off-Street Parking Violations and Outdoor Storage; and

b. Violations of City Code Chapter 30, Public Nuisances; and

WHEREAS, the City of Ramsey owns the Subject Property and leases it to Allen Berg and Independent Auto; and

WHEREAS, the Property also had similar violations in 2019 that were remedied after approximately three months of working with the property and the property came into compliance; and

WHEREAS, the violations in 2020 are the same violations as in 2020 so the Property Tenant (Leasee), Allen Berg, has received a $250 citation; and

WHEREAS, the City of Ramsey finds that it should hold their own properties to the same, if not a higher, standard than other properties throughout the City of Ramsey, especially related to off-street parking and nuisance violations; and

WHEREAS, Staff has inspected the Subject Property on June 14, 2019, July 12, 2019, August 28, 2019, and September 3, 2020, and October 2, 2020; and

WHEREAS, the City of Ramsey sent notices in 2019 on June 13, 2019, July 18, 2019, and notices of abatement on September 24, 2019, and November 14, 2019 and in 2020 on September 16, 2020 and October 7, 2020; and

WHEREAS, numerous vehicles were onsite during both the 2019 and 2020 inspections, indicating that they are not actively being repaired and should not be onsite; and

WHEREAS, the Subject Property remains out of compliance with City Code standards; and

WHEREAS, It is City Policy not to allow cars to be 'triple stacked' for public safety reasons, and vehicles onsite are tripled and quadruple stacked, and the Public Safety team only supports double stacking of vehicles; and

WHEREAS, the City Council approved abatement of the Subject Property on October 13, 2020.

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

1) That the Ramsey City Council approves the following related to the code enforcement case:

    a. City Staff will hire abatement contractors to complete abatement of items that are not in compliance with City Code.
    b. City Staff has the authorization to escalate future fines for the Subject Property starting at $250 for the same violation within one (1) year.
    c. City Staff should tow any vehicle or junk item that the Public Safety team believes to be a threat to public safety onsite.

2) That the Ramsey City Council hereby directs City Staff not to renew the lease with Independent Auto.

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 13 day of October, 2020.

_____

Mayor

ATTEST:

_____

City Clerk

CC Regular Session **7. 1.**

Meeting Date: 10/13/2020

By: Colleen Lasher, Administrative Services

Information

Title:

Introduce Ordinance Amending Chapter 34 of the City Code: "Offenses and Miscellaneous Provisions," Governing the Use of Firearms, Bows, and Arrows

Purpose/Background:

The purpose of this Ordinance is to streamline the process for hunting within City limits by pointing to Minnesota State Statute and by eliminating the firearm and bow and arrow permit processes and setting forth the circumstances under such weapons may be used for hunting. Allowing hunting is critical for the management of the deer population in the City of Ramsey, to reduce motor vehicle vs deer crashes which can result in injury or death to the motoring public.

The proposed amendment to Chapter 34 of the City Code: "Offenses and Miscellaneous Provisions," Governing the use of Firearms, bows and Arrows is as follows:

SECTION 1. PURPOSE

The purpose of this Ordinance is to streamline the process for hunting within City limits by eliminating the firearm and bow and arrow permit processes and setting forth the circumstances under such weapons may be used for hunting.

SECTION 2. AUTHORITY

Pursuant to authority granted by Minnesota Statutes, Section 471.633, the City of Ramsey hereby regulates the use of firearms and bows and arrows for hunting within City limits.

SECTION 3. AMENDMENT TO CITY CODE SECTION 34-21
(Underline is added language, strikeout is deleted language.)

Sec. 34-21. - Weapons.

a. Definitions: The following definitions shall apply in the interpretation and enforcement of this section:
    1. BOW: All bows used for target and hunting purposes as regulated and defined by Minnesota Statutes Chapter 97B.
    2. FIREARM: Means a gun that discharges shot or a projectile by means of an explosive, a gas, or compressed air.
    3. HANDGUN: A weapon designed to be fired by the use of a single hand and with an overall length less than 26 inches, or having a barrel or barrels of a length less than 18 inches in the case of a shotgun or having a barrel of a length less than 16 inches in the case of a rifle (1) from which may be fired or ejected one or more solid projectiles by means of a cartridge or shell or by the action of an explosive or the igniting of flammable or explosive substances; or (2) for which the propelling force is a spring, elastic band, carbon dioxide, air or other gas, or vapor.
    4. RIFLE: A shoulder weapon with a long-grooved barrel that uses the energy of the explosive in a fixed metallic cartridge to fire only a single projectile (bullet).
    5. SHOTGUN: A shoulder weapon with a smooth bored barrel or barrels which utilizes gunpowder or any other burning propellant and discharges more than one projectile at a time, except when using

ammunition containing a single slug or a combination of both a single slug and shot in the same shotshell. For the purposes of this Ordinance, a muzzleloader, as regulated by the State of Minnesota, shall be considered a shotgun.

6. For the purposes of this Ordinance, except Section D.2., "Firearms" and "Handguns" do not include a device firing or ejecting a shot measuring .18 of an inch or less in diameter, commonly known as a "BB gun," a scuba gun, a stud gun or nail gun used in the construction industry or children's pop guns or toys. Notwithstanding these exceptions, all other state laws and City Ordinances regarding the use of these items shall apply.

~~(a) *Firearms defined.* The term "firearm(s)" as used herein means a gun that discharges shot or projectile by any means including the use of an explosive, gas, or compressed air.~~

(b) *Firearms regulations.*

(1) *Firearms use instruction required.* Minn. Stats. §§ 97B.015, 97B.021, and 97B.025 which pertain to the safe use of firearms and instructions in their use are hereby adopted by reference. Every provision contained in said statutes are made a part of this Code as if fully set forth herein.

(2) *Protection of home and family.* Nothing in this section shall prevent the possession, storage or use of a firearm within the home when done in the lawful defense of person, family or property.

~~(3) *Discharge of firearm.* Except as hereinafter provided, no person shall fire or discharge a firearm of any description within the limits of the city without first obtaining a city permit.~~

(3~~4~~) *Law enforcement officers.* This section does not prohibit the possession or discharge of firearms by duly authorized licensed peace officers.

(4~~5~~) *Firing ranges.* This section does not prohibit the possession or discharge of firearms in a firing range, either indoor or outdoor, provided said range is properly equipped and supervised to insure reasonable safety as determined by the ~~certificate of the~~ police chief ~~or pursuant to licensing ordinances hereinafter enacted for such ranges~~and provided the firing range operates in accordance with state and local laws and its conditional use permit.

(c) *Bow and arrow regulations.*

(1) *Use.* The use of a bow and arrow for hunting, target shooting or discharging for any purpose shall be allowed in the city in accordance with the laws of the State of Minnesota and this section. ~~but only if the person using the bow and arrow has a valid city issued permit.~~

~~(d) *Permit issuance and administration.*~~

~~(1) *Authority.* The police chief shall be granted the authority to administer the permit process and issue permits under this section.~~

~~(2) *Permit.* Applications for a permit will be available through the police department. Completed applications for shall be made to the police chief. A permit to discharge a firearm or an arrow from a bow within the city shall be issued by the police chief or his/her designee.~~

~~(3) *Permit denials.* Any person that has a permit request denied under this section may appeal the denial to the board of administrative hearings. The request for a hearing must be in writing, detailing the reason for the appeal, and shall include the filing fee as set in the city's rates and fees schedule. The filing fee will be refunded if the hearing board reverses the denial and issues a permit.~~

(~~e~~d) *Hunting and discharging regulations.*

(1) All State of Minnesota rules and regulations pertaining to ~~hunting and~~ the discharge of weapons shall be followed and enforced within the city, subject to the restrictions set forth in this ordinance.

(2) No weapon shall be used or handled so as to endanger the personal safety of persons or property.

(e) *Prohibited Discharges:*

(1) No person shall discharge a firearm within five hundred feet (500') of any residence or a bow within two hundred fifty feet (250') of any residence.

(2) No person shall discharge a firearm or bow on public property owned or operated by the city, county, state or school district except on approved city-owned parcels as specified in City of Ramsey Hunting Map attached to and incorporated within this Ordinance and on file in the office of the City Clerk.

(3) The discharge of a rifle or handgun utilizing a solid projectile shall not be allowed within the city.

(f) *Permitted Discharges; Restrictions:*

(1) Written permission from the property owner shall be obtained prior to the discharge of a firearm or bow on the owner's property by anyone other than the owner.

(2) When recreational target shooting is conducted, the projectile shall be directed at a target with a backstop of

sufficient size, strength and density to stop and control the projectile.
(3) When discharging a firearm or bow, the projectile shall not carry beyond the property line.
(4) All hunting shall be conducted in compliance with the regulations of the State of Minnesota.
(g) *Enforcement of state law.* Nothing in this section shall prohibit peace officers from enforcing the provisions of state law applicable to firearms, the hunting of big or small game, or trespassing.

(h) *Violations.*
(1) In addition to penalties available under state law and City Code, the police department may revoke discharge privileges under this section for a violation of this section or a violation of state law related to hunting, firearms or trespassing. Any person whose privileges are revoked may appeal the revocation to the City Council.
(2) Violation; Penalty: Any person who violates any provision of this section shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished according to state law.

SECTION 4. EFFECTIVE DATE

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

Funding Source:
Not Applicable

Recommendation:
Staff is recommending the City Council introduce and finally adopt the attached ordinance.

Action:
Motion to introduce Ordinance #20-19 Amending Chapter 34 of the City Code: "Offenses and Miscellaneous Provisions," Governing the Use of Firearms, Bows, and Arrows.

Attachments

Draft Ordinance #20-19

Form Review

Inbox	Reviewed By	Date
Jeff Katers	Colleen Lasher	10/08/2020 10:44 AM
Kurt Ulrich	Kurt Ulrich	10/08/2020 01:58 PM
Form Started By: Colleen Lasher		Started On: 10/06/2020 12:14 PM
Final Approval Date: 10/08/2020		

ORDINANCE #20-19

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN AMENDMENT TO CHAPTER 34 OF THE CITY CODE: "OFFENSES AND MISCELLANEOUS PROVISIONS," GOVERNING THE USE OF FIREARMS, BOWS AND ARROWS.

The City of Ramsey ordains:

SECTION 1. PURPOSE

The purpose of this Ordinance is to streamline the process for hunting within City limits by eliminating the firearm and bow and arrow permit processes and setting forth the circumstances under such weapons may be used for hunting.

SECTION 2. AUTHORITY

Pursuant to authority granted by Minnesota Statutes, Section 471.633, the City of Ramsey hereby regulates the use of firearms and bows and arrows for hunting within City limits.

SECTION 3. AMENDMENT TO CITY CODE SECTION 34-21

(Underline is added language, strikeout is deleted language.)

Sec. 34-21. - Weapons.

(a) Definitions: The following definitions shall apply in the interpretation and enforcement of this section:

(1) BOW: All bows used for target and hunting purposes as regulated and defined by Minnesota Statutes Chapter 97B.

(2) FIREARM: Means a gun that discharges shot or a projectile by means of an explosive, a gas, or compressed air.

(3) HANDGUN: A weapon designed to be fired by the use of a single hand and with an overall length less than 26 inches, or having a barrel or barrels of a length less than 18 inches in the case of a shotgun or having a barrel of a length less than 16 inches in the case of a rifle (1) from which may be fired or ejected one or more solid projectiles by means of a cartridge or shell or by the action of an explosive or the igniting of flammable or explosive substances; or (2) for which the propelling force is a spring, elastic band, carbon dioxide, air or other gas, or vapor.

(4) RIFLE: A shoulder weapon with a long-grooved barrel that uses the energy of the explosive in a fixed metallic cartridge to fire only a single projectile (bullet).

(5) SHOTGUN: A shoulder weapon with a smooth bored barrel or barrels which utilizes gunpowder or any other burning propellant and discharges more than one projectile at a time, except when using ammunition containing a single slug or a combination of both a single slug and shot in the same shotshell. For the purposes of this Ordinance, a muzzleloader, as regulated by the State of Minnesota, shall be considered a shotgun.

(6) For the purposes of this Ordinance, except Section D.2., "Firearms" and "Handguns" do not include a device firing or ejecting a shot measuring .18 of an inch or less in diameter, commonly known as a "BB gun," a scuba gun, a stud gun or nail gun used in the construction industry or children's pop guns or toys. Notwithstanding these exceptions, all other state laws and City Ordinances regarding the use of these items shall apply.

~~(a) *Firearms defined.* The term "firearm(s)" as used herein means a gun that discharges shot or projectile by any means including the use of an explosive, gas, or compressed air.~~

(b) *Firearms regulations.*

(1) *Firearms use instruction required.* Minn. Stats. §§ 97B.015, 97B.021, and 97B.025 which pertain to the safe use of firearms and instructions in their use are hereby adopted by reference. Every provision contained in said statutes are made a part of this Code as if fully set forth herein.

(2) *Protection of home and family.* Nothing in this section shall prevent the possession, storage or use of a firearm within the home when done in the lawful defense of person, family or property.

~~(3) *Discharge of firearm.* Except as hereinafter provided, no person shall fire or discharge a firearm of any description within the limits of the city without first obtaining a city permit.~~

(3~~4~~) *Law enforcement officers.* This section does not prohibit the possession or discharge of firearms by duly authorized licensed peace officers.

(4~~5~~) *Firing ranges.* This section does not prohibit the possession or discharge of firearms in a firing range, either indoor or outdoor, provided said range is properly equipped and supervised to insure reasonable safety as determined by the ~~certificate of the~~ police chief ~~or pursuant to licensing ordinances hereinafter enacted for such ranges~~and provided the firing range operates in accordance with state and local laws and its conditional use permit.

(c) *Bow and arrow regulations.*

(1) *Use.* The use of a bow and arrow for hunting, target shooting or discharging for any purpose shall be allowed in the city in accordance with the laws of the State of Minnesota and this section. ~~but only if the person using the bow and arrow has a valid city issued permit.~~

~~(d) *Permit issuance and administration.*~~

~~(1) *Authority.* The police chief shall be granted the authority to administer the permit process and issue permits under this section.~~

~~(2) *Permit.* Applications for a permit will be available through the police department. Completed applications for shall be made to the police chief. A permit to discharge a firearm or an arrow from a bow within the city shall be issued by the police chief or his/her designee.~~

~~(3) *Permit denials.* Any person that has a permit request denied under this section may appeal the denial to the board of administrative hearings. The request for a hearing must be in writing, detailing the reason for the appeal, and shall include the filing fee as set in the city's rates and fees schedule. The filing fee will be refunded if the hearing board reverses the denial and issues a permit.~~

(~~e~~d) *Hunting and discharging regulations.*

(1) All State of Minnesota rules and regulations pertaining to ~~hunting and~~ the discharge of weapons shall be followed and enforced within the city, subject to the restrictions set forth in this ordinance.

(2) No weapon shall be used or handled so as to endanger the personal safety of persons or property.

(e) *Prohibited Discharges:*

(1) No person shall discharge a firearm within five hundred feet (500') of any residence or a bow within two hundred fifty feet (250') of any residence.

(2) No person shall discharge a firearm or bow on public property owned or operated by the city, county, state or school district except on approved city-owned parcels as specified in City of Ramsey Hunting Map attached to and incorporated within this Ordinance and on file in the office of the City Clerk.

(3) The discharge of a rifle or handgun utilizing a solid projectile shall not be allowed within the city.

(f) *Permitted Discharges; Restrictions:*

(1) Written permission from the property owner shall be obtained prior to the discharge of a firearm or bow on the owner’s property by anyone other than the owner.

(2) When recreational target shooting is conducted, the projectile shall be directed at a target with a backstop of sufficient size, strength and density to stop and control the projectile.

(3) When discharging a firearm or bow, the projectile shall not carry beyond the property line.

(4) All hunting shall be conducted in compliance with the regulations of the State of Minnesota.

(g) *Enforcement of state law.* Nothing in this section shall prohibit peace officers from enforcing the provisions of state law applicable to firearms, the hunting of big or small game, or trespassing.

(h) *Violations.*

(1) In addition to penalties available under state law and City Code, the police department may revoke discharge privileges under this section for a violation of this section or a violation of state law related to hunting, firearms or trespassing. Any person whose privileges are revoked may appeal the revocation to the City Council.

(2) Violation; Penalty: Any person who violates any provision of this section shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished according to state law.

SECTION 4. EFFECTIVE DATE

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

ADOPTED this _____ day of _____, 2020, by the City Council of the City of Ramsey.

CITY OF RAMSEY

By: _____
John LeTourneau, Mayor

ATTEST:

_____
Collen Lasher, City Clerk

Introduction date:
Posting dates:
Adoption date:
Publication:
Effective date:

CC Regular Session **7. 2.**

Meeting Date: 10/13/2020

By: Tim Gladhill, Community Development

Information

Title:

Receive Update on Highway 10/169 Funding Plan and Legislative Efforts

Purpose/Background:

Staff will provide a verbal update on Highway 10 funding efforts for the Ramsey Gateway Project.

Recommendation:

Based on discussion.

Action:

Based on discussion.

Attachments

Highway 10 Funding Plan

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/08/2020 02:45 PM
Form Started By: Tim Gladhill		Started On: 09/30/2020 08:18 AM
Final Approval Date: 10/08/2020		

The Ramsey Gateway Project

will provide grade separations of US Highway 10/169 and the BNSF Railway to address major crash and congestion issues that are greatly impacting the movement of goods and people between the Minneapolis/Saint Paul metro area and greater northern Minnesota.

1 + Benefit-cost Ratio

Reliable movement of regional railroad and highway freight and commuter traffic

42% Crash Reduction

94% Delay Reduction

Efficiently serves 2040 traffic volumes (75,000 vehicles per day)



US Highway 10/169 Importance

- A principal arterial carrying up to 55,000 vehicles per day (2,800 heavy commercial vehicles)
- Significant commuter and freight corridor between Minneapolis – St Paul, northwestern Minnesota, and into North Dakota
- Busiest rail line in MN with 57-81 freight trains and 14 commuter trains per day
- Connection to northern Minnesota lakes and outdoor tourism industry

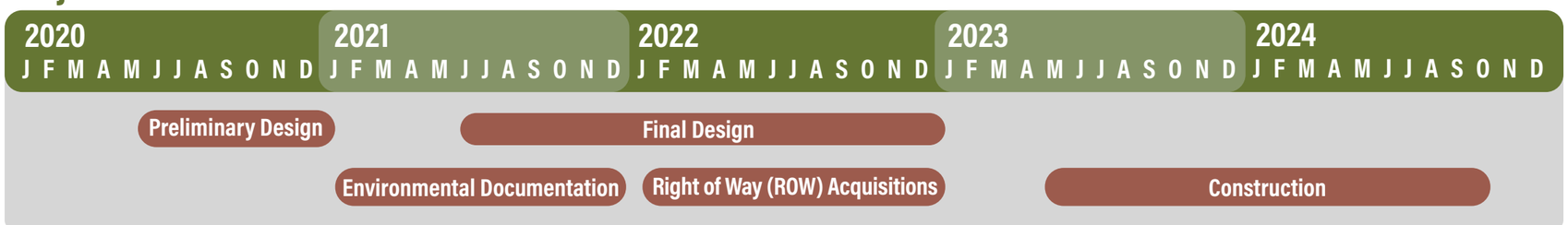
Project Need

- 125 crashes in the last 3 years (2017-2019), 3 fatal crashes in the last 10 years
- Crash rate 2x the state average
- Traffic backups approaching 1 mile by 2025 and almost 4 miles in 2045
- Fully funded Anoka and Elk River 2023/24 projects will result in Ramsey having the only two remaining at-grade traffic signals on the US Highway 10/169 freeway system from Minneapolis/St Paul to Elk River.

Current Pursuits

Regional Solicitation (STP)	$10M	(likely)
MN Highway Freight Program	$10M	(requested)
State Bond Funds	$47M	(requested)

Project Schedule



Funding Need

Total Secured

$55.5M

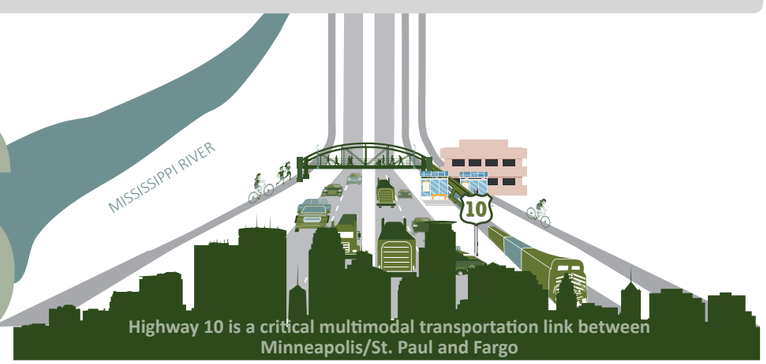
10% 20% 30% 40%

Total Investment Needed **$138M**

Inflated to 2025 dollars

50% 60% 70% 80% 90%

Sources of Funds: Anoka County, City of Ramsey, MnDOT CHIP, INFRA Award, State General Obligation Bonds, and State Rail Funds



Highway 10 is a critical multimodal transportation link between Minneapolis/St. Paul and Fargo

Anoka County MINNESOTA
Respectful, Innovative, Fiscally Responsible

City of RAMSEY

DEPARTMENT OF TRANSPORTATION

CC Regular Session **7. 3.**

Meeting Date: 10/13/2020

Submitted For: Sean Sullivan, Community Development

By: Sean Sullivan, Community Development

Information

Title

Adopt Resolution #20-231 Approving Small Business Relief Grants and Modification of CARES Act Allocation and Program Criteria

Purpose/Background:

Purpose:

Consider Approving Small Business Relief Grants and Modification of CARES Act Allocation and Program Criteria.

Background:

The City of Ramsey has been both proactive and reactive to helping our businesses during the Covid-19 pandemic. City staff and officials have served as conduits of information to assist businesses and to direct them to State and Federal business assistance programs (i.e. PPP Loans, EIDL, and other State programs) In addition the City has implemented locally based assistance in the form of the Covid-19 Resource Page, Ad Reimbursement Program, Liquor License Renewal Program and the City and County Grant Programs. All of these resources working together are helping provide the support our businesses need.

Our Current Program

The City has allocated $330,000 for a $10,000 City of Ramsey Small Business Relief Grant Program. This allocation could fund all eligible applicants including those who have applied to both the Anoka and Ramsey Grant Programs (see next section). This program was designed to Meet CARES Act Rules and Regulations, provide underwriting for submitted applications (proof of financial impact, in good standing and entity verification) to ensure that the City is protected in the case of Audit, and to get money out to businesses in a timely manner. CMDC is in the process of underwriting pre-screened applications and the status of those applications is included on the Grant Summary attachment. It should be noted that businesses have been taking longer than expected to provide the financial information needed to complete the underwriting.

Changes to County Program and Possible City Grant Policy Changes

During the application screening process the City was made aware of a change that Anoka County made to is application process. Anoka County was under-subscribed to its grant program and wanted to make it more flexible and solicit more applicants and get more CARES Act money out to businesses. One of the changes included removing the prohibition to receive multiple grants from both the City and the County. As of October 6, 2020 their were five qualifying businesses that had applied for both the Anoka County Grant and City of Ramsey Grants. They all have passed prescreening and are currently in underwriting. A decision will need to be made on whether or not the Council should amend the City grant criteria to allow for companies that have qualifying expenditures can receive multiple grants from the City and County as long as the pass underwriting. These five business are included on the Grant Summary attachment and are marked Dual Award.

If the Council chooses to modify the City grant policy to allow from grants from the City and County staff recommends that the City Council open up a small application window for eligible Ramsey businesses that applied for the Anoka County Grant but did not apply for the City grant. The rationale is that they may not have applied for the Ramsey Grant thinking it was an either or grant opportunity. The City has cross-referenced the City and County grant applicants and there are eight businesses that could potentially apply for the City program. These eight businesses are included on the Grant Summary attachment.

Notification:

N/A. If criteria is changes to allow for more participation into the City program those businesses will be contacted directly.

Observations/Alternatives:

Alternatives:

1. Option #1 (Recommended Option)
    i. Change the City of Ramsey Small Business Grant Criteria to allow for the acceptance of grants from both the City and County (impacts 5 businesses)
    ii. Allow eligible Ramsey businesses that applied for the Anoka County Grant to apply for the Ramsey Grant program and establish a 3 day application window (October 14-16, 2020)

The potential financial impact of Option #1 would be the need to allocate an additional $80,000 in CARES Acts funds.

Note: This assumption assumes that 100% of all businesses get through underwriting with approval. Based on information received from CMDC, and the County Program, the underwriting approval rate is closer to 60% which means that it is likely that there would not actually be a need to utilize additional CARES Act funds to fund the additional applicants.

2. Change the City of Ramsey Small Business Grant Criteria to allow for the acceptance of grants from both the City and County (impacts 5 businesses)

There would be no financial impact as 31 10,000 grants and their administration have already been approved by the City Council

3. Other alternative as directed by City Council
4. Do not authorize any grants

Funding Source:

The City Council has already authorized an allocation of $330,000 for business grants and underwriting using the City's CARES Act allocation. Staff is asking the City Council to authorize an additional $80,000 to allow for 'dual grants' - one from the City and one from Anoka County. If the full $80,000 is spent on the grant program it will reallocate the use of the remaining CARES Act Funds. However, it is likely that not all Applicants will qualify for the full $10,000 award, so it is possible that this additional allocation may not be necessary. Staff simply desires the flexibility given the short window to award the grant (end of October for November 15 deadline).

Recommendation:

Consistent with previous EDA recommendation, Staff recommends approval of Resolution #20-231 approving Small Business Relief Grants with the modification to allow grants to be awarded by both City of Ramsey and Anoka County.

Action:

Motion to adopt Resolution #20-231 approving Small Business Relief Grants with the modification to allow grants to be awarded by both City of Ramsey and Anoka County.

Attachments

Resolution 20 231

Grant Award Summary

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	10/08/2020 01:54 PM
Kurt Ulrich	Kurt Ulrich	10/08/2020 02:02 PM
Diana Lund	Kathy Schmitz	10/08/2020 04:01 PM
Form Started By: Sean Sullivan		Started On: 10/02/2020 01:19 PM
Final Approval Date: 10/08/2020		

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

RESOLUTION #20-231

RESOLUTION MODIFYING CARES ACT SMALL BUSINESS GRANT PROGRAM TO ALLOW FOR ADDITIONAL GRANT AWARDS

WHEREAS, the Covid-19 pandemic has negatively impacted many City of Ramsey Business; and

WHEREAS, the City received an allocation of over Two Million in Cares Act Dollars to provide assistance at the local level for businesses, residents and government expenses related to Covid-19; and

WHEREAS, the City of Ramsey has adopted and implemented Phase 1 of the Covid – 19 Business Assistance Program which included: Liquor License Renewal Program, Ad Reimbursement program and business spotlight which was targeted at businesses affected be EO 20-04 and EO 20-08; and

WHEREAS, the City Council adopted Resolution #20-154 Approving a $215,000 Cares Act allocation to support the City of Ramsey Small Business Grant Program which included 20 $10,000 grant awards and $15,000 for administration / underwriting of the program; and

WHEREAS, on September 22, 2020, City of Ramsey Small Business Grant Program had 36 applicants and was oversubscribed by 11 eligible businesses based on preliminary application screening; and

WHEREAS, the City of Ramsey adopted Resolution #20-220 approving an additional $115,000 from the City of Ramsey CARES Act allocation to fund all eligible applications received; and;

WHEREAS, during underwriting period for the City of Ramsey Small Business Grant Program, Anoka County changed their criteria to allow for grants to be received from both City of Ramsey and Anoka County; and

WHEREAS, there are five Ramsey businesses that have applied for Anoka County and Ramsey Cares Act Small Business Grant Program as of 10/6/20; and

WHEREAS, there are eight Ramsey businesses have applied for the Anoka County Cares Act Small Business Grant Program as of 10/6/20 and have not could be funded through either program;

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

1) That the City Council hereby approves up to an additional $80,000 allocation from the CARES Act to fund $70,000 in grants and $10,000 for administration and underwriting of the City of Ramsey Small Business Relief Grant Program. The total CARES Act allocation for this program is up to $410,000
2) The City modifies its Small Business Relief Grant Program Policy, Criteria and application to allow for multiple grants award from the City of Ramsey and Anoka County.
3) The City allows the eight businesses that only applied for the Anoka County Grant Program (identified on Exhibit A as "Anoka County Applicant Only") to apply for the City of Ramsey grant program from 8am on October 14, 2020 – to 5:00 p.m. on October 16, 2020. (8 businesses)
4) The City Awards grants to Ramsey businesses (identified as "Grant Awards" on Exhibit A) and authorizes the City to execute Grant Agreements and to issue checks to businesses awarded grants. (14 businesses)
5) To continue processing and underwriting eligible business grant applications (identified as "Pending" on Exhibit A) to be considered for grant awards on October 27, 2020. (16 businesses)

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 13th day of October, 2020.

_____
Mayor

ATTEST:

_____
City Clerk

The City of Ramsey Small Business Relief Grant Program
Amended October 13, 2020

The City of Ramsey will offer a small business relief grant program to support local businesses impacted by COVID-19. Grants will be awarded in an amount not to exceed $10,000. Applications will be accepted electronically during a 14 day time frame beginning August 24, 2020 at which time the City will evaluate the applications. Grants will be awarded to businesses that have proven hardship due to Covid-19 and have incurred, or will incur additional related expenses. There is a limited amount of funds for this program and in the event that the City receives more eligible applications than grant funds available, awards will be selected randomly based on the criteria below.

Grant Amount:

Grants will not exceed $10,000 to cover eligible expenses incurred as a result of the COVID pandemic after March 1, 2020 (see list of eligible use of grant funds below). Recipient must submit a list of COVID related expenditures during the application review process. Grant funds awarded must be spent by October 31, 2020 and the expenses documented by the City by November 15, 2020.

Eligibility Criteria:

- Applicant must be locally owned and operated with a physical establishment in The City of Ramsey. If there is a parent company or a second location outside of The City of Ramsey, only the entity located in The City of Ramsey will be eligible.
- Applicant must be able to demonstrate financial hardship as a result of the COVID-19 outbreak.
- Applicant entity must be majority owned by a permanent resident or corporation of Minnesota.
- Applicant must be in good standing with the Minnesota Secretary of State and the Minnesota Department of Revenue as of January 1, 2020. If there is an issue pending with the Minnesota Secretary of State, Applicant may still apply for the grant, but will need to demonstrate the issue has been satisfactorily resolved in order to be eligible and receive grant funds.
- If required, Applicant must be licensed.
- Applicant must be compliant with city ordinances, current with city utilities and charges, and in good standing.
- Applicant must be current on property taxes as of January 1, 2020.
- Applicant must employ 30 FTE or less employees as of January 1, 2020.
- Applicant must have been in operation from January 1, 2019 through the application date.
    - The City of Ramsey will not disqualify an applicant if there was an ownership change and the business remained in operation prior to application.
- Applicant must disclose all federal, state or local grant or loan applications for which applicant has applied which has been received or remains pending at the time of application.

Ineligible Businesses

- Do not have a physical address within the City of Ramsey
- Applicants who have previously received federal, state or local grants for the same expenses
- Multi-state chains are generally ineligible except for locally owned franchisees.
- Businesses that primarily derive income from gambling or adult/use entertainment.
- Home-based businesses are generally ineligible except for in-home licensed childcare providers.
- Businesses that derive income from passive investments; property rentals or property management; billboards; or lobbying.
- Have no current or historical financial statements.
- Non-profit organizations

Examples of Eligible Usage of Grant Funds

1. Commercial lease or mortgage payments.
2. Accounts payable (AP) if the AP is a COVID-19 related expense incurred since March 1, 2020.
3. Payroll, unless the business received Paycheck Protection Program (PPP) funds or pandemic unemployment insurance (UI) to assist with payroll expenses incurred after March 1, 2020.
4. Reopening costs or safety improvement costs expended since March 1, 2020 (i.e. outdoor seating, plexiglass, cleaning products, re-staffing costs, etc.)
5. Operating utilities or fees for those facilities interrupted or forced to shut down incurred after March 1, 2020.
6. Payment of taxes or government utilities or fees are **ineligible.**

October 13, 2020 Modifications to Grant Program

- **City of Ramsey grant applicants may receive multiple grants from the City of Ramsey, Anoka County, State of Minnesota or the Federal Government.**
- **A Special Application window will be open from 8am on October 14, 2020 – 5pm October 16, 2020 for eight businesses identified on Exhibit A as "Anoka County Applicant Only"**

The categories outlined above are intended to be general guidance. Final grant decisions will be made by the City Council and / or its designee after a thorough review of all application factors. After the initial application review and/or funding round, the City of Ramsey reserves the right to amend any criteria for eligibility as needed to best address the impact of the current pandemic.

EXHIBIT A

Grant Summary 10.9.20

Grant Awards (14)

Dual Award	Business Entity Name	DBA Name	Address
	Lisa's Catering Corp.		6415 U.S. 10 Suite 112
	Ursa Major Athletic L.L.C.	Yorfit	6937 Highway 10 NW
Y	DepotStar, Inc.		6180 - 140th Ave. NW
	Marked by Imagination, Inc.		14000 Sunfish Lake Blvd, STE M
	JDI Signs & Graphics, LLC		6451 McKinley Street NW Suite P
	Prevail Counseling Group		14000 Sunfish LK BLVD NW, Suite 209
	Triumph Group, Inc.		14300 Sunfish Lake Blvd NW
	Pleasant Valley Sunrise Group LLC	Aurelios Pizza	6415 HWY 10 #120
	Adrenaline Sports Center Inc.		8310 147th Lane
	WHISKEY JACKS OF RAMSEY LLC WILLY MCCOY'S	Willy McCoy's	6415 HIGHWAY 10 NW
	MENSCH LLC	McDuff's Bar and Grill	16659 Saint Francis Blvd
	The Templer Group, Inc	Outpost Bar and Grill	6141 NW Highway 10
	S&L Enterprises	National Karate	14050 St. Francis Blvd. Suite J
	ElysiuMassage		6957 Highway 10 NW #102

Pending (16)

	Ramsey Pawn, LLC dba Twin Cities Pawn	Twin Cities Pawn	6650 US Hwy 10
	DRUK CLASSIC AUTO		8000 HIGHWAY 10 WEST
	SM Enterprises	River's Bend Bar and Grill	14077 St Francis Blvd NW
	Electric Systems of Anoka Inc		6314 Highway 10 NW
	LLBatsche LLC	Kitchen Table	7700 Sunwood Dr #110
	Cloud Contents Inc.		14160 Basalt St NW
	Jump'n Gymnastics LLC		8310 147th Lane NW
	Asadi & Bureau LLC.	Blue Velvet Car Wash	14101 St Francis Blvd NW
	Anoka-Ramsey Dental		5400 140th Ave NW, Suite 104
	E-Cig Warehouse Inc.		6111 Hwy 10 NW Suite 500
	James Avenue Properties, LLC		6957 HIGHWAY 10 NW STE 103
	Rum River Hills Inc	Rum River Hills Golf Course	16659 St. Francis Blvd
Y	American Print and Digital, LLC		6320 Hwy 10 NW
Y	Lavysh nails lounge Inc		6415 highway 10 Nw #114
Y	Inky Elf, LLC.		14300 Sunfish Lake Blvd NW
Y	Diamond Auto, Inc.		6750 Hwy 10 NW

Anoka County Applicant Only (3 day application window) (8)

	Business Entity Name	DBA Name	Address
3 Day	Acapulco of Ramsey Inc.	Acapulco Mexican Restaurant	7988 Sunwood Drive NW
3 Day	Championship Products Unlimited, LLC	JR Wrestling	14000 Sunfish Lake Blvd NW
3 Day	CHIPS TOOL REPAIR INC		6250 BUNKER LAKE BLVD NW 206
3 Day	Glynn Consulting LLC	Dimensional Concepts	6250 Bunker Lake Blvd NW
3 Day	Mixmi brands inc	Mixmi brands inc	6139 Highway 10
3 Day	RECREATIONAL MOTOR SPORTS LLC		8110 HIGHWAY 10 NW
3 Day	Riverview Lodging, Inc.	Comfort Suites	6440 Highway 10 NW
3 Day	Wendell's, Inc.		6601 Bunker Lake Blvd NW

Grant Summary 10.9.20

Grant Awards (14)

Dual Award	Business Entity Name	DBA Name	Address			
	Lisa's Catering Corp.		6415 U.S. 10 Suite 112	Ramsey	MN	55303
	Ursa Major Athletic L.L.C.	Yorfit	6937 Highway 10 NW	Ramsey	MN	55303
Y	DepotStar, Inc.		6180 - 140th Ave. NW	Ramsey	MN	55303
	Marked by Imagination, Inc.		14000 Sunfish Lake Blvd, STE M	Ramsey	MN	55303
	JDI Signs & Graphics, LLC		6451 McKinley Street NW Suite P	Ramsey	MN	55303
	Prevail Counseling Group		14000 Sunfish LK BLVD NW, Suite 209	Ramsey	MN	55303
	Triumph Group, Inc.		14300 Sunfish Lake Blvd NW	Ramsey	MN	55303
	Pleasant Valley Sunrise Group LLC	Aurelios Pizza	6415 HWY 10 #120	Ramsey	MN	55303
	Adrenaline Sports Center Inc.		8310 147th Lane	Ramsey	MN	55303
	WHISKEY JACKS OF RAMSEY LLC WILLY MCCOY'S	Willy McCoy's	6415 HIGHWAY 10 NW	Ramsey	MN	55303
	MENSCH LLC	McDuff's Bar and Grill	16659 Saint Francis Blvd	Ramsey	MN	55303
	The Templer Group, Inc	Outpost Bar and Grill	6141 NW Highway 10	Ramsey	MN	55303
	S&L Enterprises	National Karate	14050 St. Francis Blvd. Suite J	Ramsey	MN	55303
	ElysiuMassage		6957 Highway 10 NW #102	Ramsey	MN	55303

Pending (16)

	Ramsey Pawn, LLC dba Twin Cities Pawn	Twin Cities Pawn	6650 US Hwy 10	Ramsey	MN	55303
	DRUK CLASSIC AUTO		8000 HIGHWAY 10 WEST	Ramsey	MN	55303
	SM Enterprises	River's Bend Bar and Grill	14077 St Francis Blvd NW	Ramsey	MN	55303
	Electric Systems of Anoka Inc		6314 Highway 10 NW	Ramsey	MN	55303
	LLBatsche LLC	Kitchen Table	7700 Sunwood Dr #110	Ramsey	MN	55303
	Cloud Contents Inc.		14160 Basalt St NW	Ramsey	MN	55303
	Jump'n Gymnastics LLC		8310 147th Lane NW	Ramsey	MN	55303
	Asadi & Bureau LLC.	Blue Velvet Car Wash	14101 St Francis Blvd NW	Ramsey	MN	55303
	Anoka-Ramsey Dental		5400 140th Ave NW, Suite 104	Ramsey	MN	55303
	E-Cig Warehouse Inc.		6111 Hwy 10 NW Suite 500	Ramsey	MN	55303
	James Avenue Properties, LLC		6957 HIGHWAY 10 NW STE 103	Ramsey	MN	55303
	Rum River Hills Inc	Rum River Hills Golf Course	16659 St. Francis Blvd	Ramsey	MN	55303
Y	American Print and Digital, LLC		6320 Hwy 10 NW	Ramsey	MN	55303
Y	Lavysh nails lounge Inc		6415 highway 10 Nw #114	Ramsey	MN	55303
Y	Inky Elf, LLC.		14300 Sunfish Lake Blvd NW	Ramsey	MN	55303
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3 Day	CHIPS TOOL REPAIR INC		6250 BUNKER LAKE BLVD NW 206	Ramsey	MN	55303
3 Day	Glynn Consulting LLC	Dimensional Concepts	6250 Bunker Lake Blvd NW	Ramsey	MN	55303
3 Day	Mixmi brands inc	Mixmi brands inc	6139 Highway 10	Ramsey	MN	55303
3 Day	RECREATIONAL MOTOR SPORTS LLC		8110 HIGHWAY 10 NW	Ramsey	MN	55303
3 Day	Riverview Lodging, Inc.	Comfort Suites	6440 Highway 10 NW	Ramsey	MN	55303
3 Day	Wendell's, Inc.		6601 Bunker Lake Blvd NW	Ramsey	MN	55303

CC Regular Session **7. 4.**

Meeting Date: 10/13/2020

By: Chris Anderson, Community Development

Information

Title:

Adopt Resolution #20-225 Approving New Curbside Recycling Contract with ACE Solid Waste, Inc.

Purpose/Background:

The City is in the final year of a three (3) year contract with ACE Solid Waste for curbside collection of recyclable materials. The current contract will expire on December 31, 2020. In March of this year, the Environmental Policy Board (EPB) reviewed the options available to the City regarding recycling service (negotiate an extension or new contract with ACE, prepare a Request for Proposal [RFP], or migrate to an open hauling system) and recommended that the City attempt to negotiate an extension or new contract with ACE Solid Waste. Subsequently, the City Council reviewed this topic in May and directed Staff to proceed with negotiations with ACE Solid Waste on a new curbside recycling contract. The purpose of this case is to consider approving a new curbside recycling contract with ACE Solid Waste, Inc.

Observations/Alternatives:

The City of Ramsey and ACE Solid Waste have been working together since 1990 to provide curbside recycling service for residential properties. Over this span of time, there have been some major changes in recycling such as expansion of acceptable materials (and now, some reduction of acceptable materials), collection systems (went from dual sort to single sort), and pricing. In 1990, the monthly rate per household was $1.15 per month. In 2008, the contractually agreed upon price was $2.95 per household per month. The monthly per unit fee has remained constant at $2.95 since that time (span of 12 years).

ACE has proposed a 7-year contract (2021 through 2027). The proposed curbside recycling contract does include a per unit monthly fee increase beginning in 2021. The proposed rate in 2021 and 2022 is $3.75, with the subsequent years having an automatic increase on the 1st of each year. The proposed rates for a 7-year contract are outlined below:

Year	Rate	% Change
2021	$3.75	27.12%
2022	$3.75	0.00%
2023	$3.98	6.13%
2024	$4.10	3.02%
2025	$4.22	2.93%
2026	$4.34	2.84%
2027	$4.45	2.53%

ACE Solid Waste would prefer a 7-year contract. However, If the City Council is more comfortable with a shorter duration contract, ACE has agreed to the following pricing structure for a 5-year contract:

5-year contract

Year	Rate	% Change
2021	$3.75	27.12%

2022	$3.86	2.93%
2023	$3.98	3.11%
2024	$4.10	3.02%
2025	$4.22	2.93%

Attached to this case is a comparison of rates from nearby communities. The comparison outlines what each community's per unit rate is currently. Note though that it's not necessarily an 'apples to apples' comparison, as lot density, square mileage, duration of contract, recycling only or organized collection (garbage and recycling), and other variables impact pricing. As can be seen in the attached table, the 'lifts per mile' does impact the labor cost for the hauler. Fewer 'lifts per mile' results in higher labor costs, as it takes more time to complete a route due to distance between homes. This, in part, makes it challenging to truly compare Ramsey's pricing to that of other communities, even those that also only contract for recycling service.

Despite some significant changes in the recycling world over the past 5-10 years, Ramsey's per unit monthly fee has remained constant for over a decade. Over the course of the past decade, there have been some fluctuations to the cost of collecting and processing recyclables. In the early to mid 2010s, there was a significant jump in the price of fuel, which prompted many haulers to approach communities they were contractually servicing to request a per unit fee adjustment. ACE never raised that question with the City of Ramsey and honored the per unit fee in the contract.

More recently, there has been significant disruption to the recycling commodities markets resulting from a policy shift by China. Much of the United States' recyclable materials, especially plastics and mixed paper, had historically been shipped overseas to China. However, beginning in 2018, China implemented their National Sword policy that included a ban on importing certain scrap materials and for other materials, an extremely stringent contamination rate (not to exceed 0.5%, which is the equivalent of about 10 pounds of contamination per 1 ton of material). Essentially, this move created significant disruption to the recycling commodities markets, resulting in significant processing fees being applied to haulers at Material Recovery Facilities (MRFs). Again, ACE did not approach the City to discuss any sort of per unit fee adjustment.

ACE Solid Waste has been providing dependable recycling service for the community for about 30 years. ACE moved their operation to Ramsey in the early 2000s and continues to invest in the community with improvements to their site. Most recently (2019/2020), this included an expansion of their transfer station facility, creating a more efficient operation (now that the Great River Energy Processing Plant is shut down). As part of this expansion, ACE also included a 'convenience center' for residents to drop off additional recyclable materials (e.g. cardboard, newspaper, etc., that doesn't fit in a residents recycling cart). This benefits residents by not having to 'store' excess recyclables nor drive to another community's recycling center.

As a reminder, by offering recycling through a contracted service provider, each household is billed for recycling on a quarterly basis through the City. The hauler invoices the City monthly, they do not bill each residence directly for basic recycling service (they may potentially for walk up/drive up service, cleaning of carts, etc.). Each household is billed by the City regardless of whether they choose to participate in the recycling program or not. It is treated as another utility, similar to priority street lights and stormwater management.

Alternatives

Alternative 1: Approve the proposed Curbside Recycling Contract with ACE Solid Waste as drafted. While the proposed contract does include a per unit price increase, that is not necessarily surprising given that the rate has been flat for 12 years. Additionally, there have been some significant impacts to the recycling industry, mostly as a result of international policy shifts, resulting in greater costs for handling and processing of recyclable materials. Staff does not oppose this alternative.

Alternative 2: Approve the proposed Curbside Recycling Contract with ACE Solid Waste for a shorter duration, such as a 5-year contract. Yes, the proposed contract does include a per unit price increase, but that is not necessarily surprising given that the rate has been flat for 12 years. Factoring in the changes in recycling in terms of materials accepted, increased processing fees, and large swings in the commodities markets, the proposed increase

seems reasonable. Staff supports this alternative.

Alternative 3: Authorize a short term extension of the current Curbside Recycling Contract, at a mutually agreeable rate between the hauler and the City and direct Staff to proceed with preparing a Request for Proposal for recycling service beginning mid to late 2021 or beginning of 2022. This could allow recycling service to continue uninterrupted in 2021 while also allowing the City Council to review multiple proposals (including one from ACE, assuming they choose to submit). Furthermore, ACE has stated their preference would be to find a mutually agreeable (and within reason) price structure for a new contract rather than a short term extension. Staff does not support this alternative.

Alternative 4: Do not approve the proposed Curbside Recycling Contract and shift to an open hauling system. This option removes the City from direct involvement with billing and allows residents to choose their recycling service provider (must be licensed by the City). However, it also likely results in more trucks on residential streets if multiple haulers are collecting recyclables. Additionally, this also creates some inconsistencies in terms of acceptable materials as each hauler may accept different items. Finally, this would require more staff time in terms of obtaining monthly tonnage reports from multiple haulers (needed for reporting to Anoka County twice per year) as well as likely amendments to City Code (licensing requirements). The EPB did not support moving to an open hauling system.

Funding Source:

Staff is handling this case as part of its normal recycling duties, which is covered through SCORE funds.

Recommendation:

Staff recommends approving a 5-year Curbside Recycling Contract with the pricing structure outlined above. Whichever alternative the City Council prefers, the motion will need to specify the contract duration. Staff will than update the contract with the specified term and applicable pricing structure.

Action:

Motion to adopt Resolution #20-225 approving a new curbside recycling contract with ACE Solid Waste, Inc.

[*Note that the motion should be modified to identify the preferred contract duration and the price structure will then be added to the contract accordingly*]

Attachments

Current Recycling Contract
EPB Meeting Minutes Dated March 16, 2020
City Council Work Session Meeting Minutes Dated May 12, 2020
Comparison of Recycling Rates
Draft Curbside Recycling Contract with Redlines
Resolution #20-225

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	10/08/2020 08:24 AM
Kurt Ulrich	Kurt Ulrich	10/08/2020 01:52 PM
Form Started By: Chris Anderson		Started On: 10/02/2020 11:30 AM
Final Approval Date: 10/08/2020		

CITY OF RAMSEY
CONTRACT FOR CURBSIDE RECYCLING SERVICES

This agreement is made as of the 1st day of January, 2018, between the City of Ramsey, a Minnesota municipal corporation located at 7550 Sunwood Drive, Ramsey, MN 55303 ("City"), and Ace Solid Waste, Inc a Minnesota corporation located at 6601 McKinley St. N.W., Ramsey, MN 55303 ("Contractor").

The City and the Contractor agree as follows:

SECTION 1. PURPOSE

The purpose of this agreement is to establish a curbside Recycling Program for the collection of Recyclable Materials from residents of the City of Ramsey.

SECTION 2. DEFINITIONS

For purposes of this Contract, the following words and terms shall have the definitions given them by this section.

A. "CITY ADMINISTRATOR" means the then duly appointed and qualified City Administrator of the City of Ramsey.

B. "CONTAINER" means plastic wheeled carts with lids provided by and maintained by the Contractor in which Recyclable Materials can be stored and later placed at curbside for collection as specified by the City.

C. "EXCLUDED WASTE" means any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations.

D. "RECYCLING PROGRAM" means the collecting of all Recyclable Materials accumulated in Containers at Residential Properties located within the City and the transporting of the Recyclable Materials to a site where they can be processed for the marketplace as determined by the Contractor.

E. "RECYCLABLE MATERIALS" means glass containers having no plastic, metal or other lids, plastic containers, tubs and lids, metal beverage and food cans, newspapers, corrugated cardboard, boxboard defined as cereal, cake, and chip boxes, paper cartons defined as juice, milk, soup and broth cartons, mixed mail, paperback books, magazines and phone books and other materials as mutually agreed by the City and Contractor.

F. "RESIDENTIAL PROPERTY" means all single family and other residential dwelling units where a separate driveway and/or garage exists for each unit or group of units within City limits. Multi-unit apartment buildings and residential dwelling

units above commercial businesses, which, for the purposes of this contract, are not defined as Residential Property, are specifically excluded from this contract.

G. "SINGLE SORT RECYCLING" means residents may place all Recyclable Materials in the Container provided without sorting by type of material.

SECTION 3. SERVICES TO BE PERFORMED

A. For recycling purposes, the City is divided into two collection areas: the east side and west side. The dividing line is Sunfish Lake Boulevard and Nowthen Boulevard. The Contractor shall collect at curbside all Recyclable Materials from every Residential Property in the City on an every other week schedule, with the east side collected one week and the west side collected the next week. The Contractor will inform the City of the current collection schedule and update the schedule if it changes. If the Contractor desires to change the collection day for any Residential Property, or group of properties, the request must be submitted in writing to the City. Changes in collection days cannot be made without advance approval of the City. The Contractor is responsible for educating residents of any day change with at least two education notices.

B. The Contractor shall not be required to make regular collections on State of Minnesota legal holidays; provided, however, that collection shall occur on the routes reasonably in advance thereof or thereafter in the opinion of the City and Contractor so that the every other week schedule can be completed regardless of a holiday.

C. The Contractor shall provide the following equipment and labor biannually for recycling events:

1. Roll-off boxes or equivalent as mutually agreed upon by the City and Contractor for the drop off of scrap metal and Recyclable Materials by City residents.
2. All required labor for loading and removal of materials collected
3. Trucking services for the delivery and removal of the roll-off boxes

D. The Contractor will provide every Residential Property with a Container. Single family homes will receive a sixty-five (65) gallon size Container and each townhome will receive a thirty-five (35) gallon size Container. After ninety (90) days, residents may exchange their delivered Container with a smaller or larger Container based on their needs. Container exchanges for size are limited to once per year per resident.

1. The Contractor shall provide a second Container to a Residential Property upon request at no cost as long as the Residential Property already has the largest available Container size.

E. The Contractor will support Recycling Program promotion as follows:

1. When Containers are delivered for the Single Sort Recycling Program, the Contractor will include a printed flyer detailing and promoting the program.
2. The Contractor, in conjunction with City, will develop a promotional program that includes a quarterly recycling participation contest and an "opt-in" e-mail address database for those residents who want to be kept informed on the latest recycling developments.
3. In order to help the City identify new recyclers, the Contractor will send a monthly "Cart Delivered" report to the City.
4. All Containers delivered for recycling will have a printed education flyer attached to the lid outlining the details of the Recycling Program.
5. The Contractor will meet with the City at least once every quarter to discuss and consider outreach and educational information and materials to promote recycling, target specific Recyclable Materials, and identify problem materials that are not acceptable.

    a. Contractor shall assist with preparation of articles for inclusion in the City's bi-monthly newsletter and the Ramsey Recycler publication. Articles shall focus on seasonal problem materials and/or seasonal increases in certain Recyclable Materials and other topics that will help improve tonnage and participation and reduce contamination.

F. The Contractor will provide Containers or equivalent at the City's public works facility for delivery of Recyclable Materials collected by City employees in the City parks and at City events. Size of Containers and frequency of collection will match the need. Public "drop-off" will not be allowed.

G. The Contractor shall work with the City to develop and implement new programs and pilot projects to help increase tonnage and participation in the Recycling Program. Examples may include:

1. Expanding the list of Recyclable Materials.
2. Providing equipment for additional drop-off opportunities (e.g. additional cardboard over holidays, organics collection, yard waste collection in the fall, etc.)
3. Working with the City to provide additional curbside pick-up services (e.g. City-wide curbside appliance and/or electronics collection).

H. Notwithstanding any other term contained herein, the Contractor shall have no obligation to collect any waste which is, or which the Contractor reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with resident/generator of such Excluded Waste, even if the Contractor inadvertently collects and disposes of such Excluded Waste. If the Contractor finds what reasonably appears to be discarded Excluded Waste, the Contractor shall notify the resident/business/generator, if such can be determined, that the Contractor may not lawfully collect such Excluded Waste and leave a tag specifying the nearest location available for appropriate disposal.

SECTION 4. TERM OF CONTRACT

A. The term of this Contract shall be January 1, 2018 through December 31, 2020 (the "Contract Term").

B. This Contract may be renewed at the City's option. Any renewal shall be subject to mutual Contract amendments proposed by the City and/or the Contractor. The unit cost of the Recycling Program shall be negotiated by the City and the Contractor prior to the granting of the renewal. The City may, however, in its sole discretion, seek competitive bids for renewal, and in its discretion, select another Contractor.

C. The City shall notify the Contractor a minimum of three (3) months prior to the Contract's termination if the City intends to request a renewal. If the Contractor does not intend to renew this Contract, it shall notify the City at least six (6) months prior to the Contract's termination. If the Contractor notifies the City of its intent not to renew this Contract, it shall not bid on the new Contract.

SECTION 5. PREPARATION FOR COLLECTION

A. All occupants of Residential Properties in the City will be directed to prepare and store Recyclable Materials in a manner consistent with the Contractor's collection program.

B. City residents will be advised that Containers in which Recyclable Materials have been stored must be placed on the boulevard area of the street in front of their residence for collection. Containers must be placed for collection by **6:30 a.m.** on the scheduled day of collection.

C. All Recyclable Materials placed for collection shall be owned by, and be the responsibility of, the occupants of each Residential Property until said materials are handled by the Contractor. Upon handling of the Containers and Recyclable Materials by the Contractor, the Recyclable Materials become the property and responsibility of the Contractor.

SECTION 6. CONTRACTOR'S EQUIPMENT

A. All vehicles used by the Contractor in picking up the Recyclable Materials from the Residential Properties shall be painted and marked uniformly and shall be identified on both sides of the vehicle. Broom and shovel in good usable condition shall be placed and maintained on each vehicle.

B. The Contractor shall make all collections of Recyclable Materials in vehicles with closed tops on the load portion so that contents will not spill or leak. All of the Contractor's receptacles and vehicles shall be kept clean and as free from offensive

odors as possible and shall not be allowed to stand in any street or other place longer than is reasonably necessary to collect Recyclable Materials.

C. The Contractor shall keep all equipment used in the performance of the work required by this Contract in good operating condition and in a clean, sanitary condition and shall thoroughly wash each vehicle at least twice each month or before each semi-monthly collection unless the same has not been used since the last washing. All of the Contractor's equipment is subject to periodic inspection by the City to assure that said vehicles and/or equipment are being maintained in a clean and sanitary condition.

SECTION 7. CONTRACTOR'S OPERATIONS

A. The Contractor shall establish and maintain, in a location approved by the City Administrator, an office staffed and capable of accepting complaints and customer calls. The office shall be in service during the hours of 8:00 a.m. to 5:00 p.m. on all days of collection as specified herein. The address and telephone number of the office shall be given to the City in writing. Any changes in address and telephone number of the office shall be given to the City in writing at least ten (10) working days prior to such change.

B. The Contractor shall collect curbside Recyclable Materials between the hours of 7:00am and 6:00pm or as mutually agreed upon by the Contractor and the City.

C. Complaints on service will be taken and collected by the City in addition to those received at the Contractor's office. The City will notify the Contractor of all complaints it receives. The Contractor is responsible for all corrective actions. A record of all such complaints and the action taken thereon shall be kept by the Contractor and reported to the City's Community Development Department whenever requested. All complaints shall be answered by the Contractor courteously and promptly.

D. The City shall notify the Contractor by 12:00 noon on the work day following the scheduled pick-up of all missed stops. The Contractor is required to service such locations before 5:00 p.m. on the date of notification.

E. The Contractor's employees shall handle all Containers with reasonable care to avoid damage, shall replace all Containers in an upright position and shall immediately clean up and dispose of any Recyclable Materials which may have fallen out of a Container.

F. The performance of the Contract shall be done by the Contractor with forces adequate to insure the satisfactory collection and disposal of the Recyclable Materials at all times. Contractor's failure to perform shall not be excused by adverse conditions of weather, breakdown and similar hindrances, including those caused by force majeure.

G. The Contractor shall certify that the materials collected in the Recycling Program are delivered to a recycling processing center. Materials found to be landfilled are in violation of City ordinance and will cause the Contractor to incur the penalties listed in the City's recycling ordinance.

SECTION 8. COMPENSATION

A. The City will compensate the Contractor for the collection of Recyclable Materials from City residents at a rate of $2.95 per month per Residential Property for the duration of the Contract. The City shall make payment to the Contractor by the 20th day of each month for the charges incurred during the immediately preceding month.

B. The number of Residential Properties will be updated not less than every calendar quarter and will be equal to the number of Residential Properties billed for participation in the Recycling Program through the City's utility billing system.

C. The monthly rate per Residential Property is fixed and cannot be changed without mutual agreement of both parties.

SECTION 9. FILING OF REPORTS

The Contractor shall submit a monthly summary describing the residents' participation rate, the quantity (tonnage) and kinds of all Recyclable Materials collected and the primary purchaser(s) of the Recyclable Materials. Monthly summaries shall be submitted to the City's Recycling Coordinator, either electronically or via mail, no later than the 15th day of the month following the month for which the report is submitted.

SECTION 10. ACCESS TO RECORDS

The Contractor shall permit the City to review its books, documents, papers and records that are directly related to the performance of this Contract for the purpose of making an audit, and other examinations deemed necessary by the City.

SECTION 11. INSURANCE

Prior to the commencement of this Contract, the Contractor shall furnish the City with certificates or copies of the following policies of insurance, approved by the City Administrator, showing that such insurance is in force. All endorsements shall apply to both bodily injury or death and property damage coverage.

A. Comprehensive general public liability insurance insuring against liability for bodily injury or death, in the sum of $500,000 for any one person and in the sum of $1,000,000 for two or more persons in the same occurrence, and for damages to property in the sum of $500,000.

B. Workers' compensation insurance and employers' liability insurance as required

by law.

C. Automobile liability and property damage insurance, including coverage for non-owned and hired vehicles, in limits as for comprehensive general public liability coverage stated above.

The City shall be named as an additional insured on the above policies, for coverage needed only for work, as specified in this Contract. The Contractor shall provide the City with thirty (30) days' written notice prior to any cancellation or termination of any of the insurance policies required hereunder.

No policy shall contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the standard basic unamended and unendorsed form of policy, except that no exclusion will be permitted in any event if it conflicts with a coverage expressly required in this Contract, and in addition, no policy shall contain any exclusion from bodily injury to, or sickness, disease or death of any coverage under the contractual liability endorsement of the liability of the Contractor under this Contract. Compliance by the Contractor with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Contractor from liability assumed under any provisions of this Contract.

SECTION 12. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City and its officers, agents and employees from and against all claims, damages, losses or expenses, including attorney fees, for which it may be held liable, arising out of or resulting from the assertion against them of any claims, debts or obligations in consequence of the performance of this Contract by the Contractor, its employees, agents or subcontractors. Notwithstanding anything contained herein to the contrary, the Contractor shall have no obligation to indemnify the City, or any of the City's subsidiaries, affiliates, or related companies, or any of their respective employees, agents, representatives, officers, managers, contractors, or subcontractors, or any other party, to the extent any claims, suits, actions, losses, damages, liabilities, costs or expenses arise out of: (i) the negligence or willful misconduct of the City, or any of the City's officials, employees, agents, representatives, officers, managers, contractors, or subcontractors, or any other party, (ii) the City's breach of any of the terms, conditions, representations, or warranties contained in this Contract, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by the City, or any of the City's officials, employees, agents, representatives, officers, managers, contractors, or subcontractors, or any other party.

Nothing in this Contract shall be construed to create an employer/employee, partnership, joint venture, license or agency relationship between the parties hereto and neither party shall have the right or authority to bind the other in any manner. For purposes of this Contract, Contractor shall be deemed an "independent contractor" as defined by law. Contractor's employees shall not be entitled to any employment benefits given to City employees.

SECTION 13. TERMINATION

If during the Term of this Contract either party shall be in breach of any provision of this Contract,

the other party may suspend its performance hereunder until such breach has been cured or terminate this Contract; provided, however, that no termination of this Contract shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Contract by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

SECTION 14. PENALTIES AND DAMAGES

A. Failure by the Contractor to perform under this Contract, may result in its termination and/or claims by the City for damages.

B. In the event of breach of this Contract by the Contractor, or proven negligence by the Contractor, the Contractor agrees to pay, in addition to the actual damages sustained by the City as a result thereof, the reasonable attorney's fees incurred by the City in pursuing any of its rights under this Contract.

SECTION 15. SUCCESSORS AND ASSIGNS

The Contractor binds itself, its successors, executors, administrators and assigns to the City in respect to all covenants of this Contract, except that the Contractor shall not assign or transfer any part of its interest in this Contract nor shall the Contractor assign any moneys due, or to become due, without the City's written consent.

SECTION 16. AMENDMENT, MODIFICATION OR WAIVER

No amendment, modification, or waiver of any condition, provision, or term of this Contract shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or wavier. Any waiver by any party or any default of another party shall not affect or impair any right arising from any subsequent default.

SECTION 17. SEVERABLE PROVISIONS

Each provision, section, sentence, clause, phrase, and word of this Contract is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

SECTION 18. ENTIRE CONTRACT

This Contract contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understanding between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Contract or unless mutually agreed to in writing between the parties

hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

SECTION 19. CAPTIONS, HEADINGS OR TITLES

All captions, headings or titles in the paragraphs or sections of this Contract are inserted for convenience of reference only and shall not constitute a part of this Contract as a limitation of the scope of the particular paragraphs or sections to which they apply.

The representative of Ace Solid Waste, Inc., hereby acknowledges receipt of this Contract and has reviewed the conditions of this Contract and has agreed that they comply with the terms of this Contract.

CITY OF RAMSEY, MINNESOTA

By: _____
Sarah Strommen
Its Mayor

ACE SOLID WASTE, INC.

By: _____
Its: Division Vice President

Attest:

By: _____
Kurtis G. Ulrich
Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 22nd day of August, 2017, before me, a Notary Public, personally appeared Sarah Strommen and Kurtis G. Ulrich, to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporate seal of said Municipal Corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council and said Sarah Strommen and Kurtis G. Ulrich acknowledge said instrument to be the free act and deed of said Municipal Corporation.

_____
SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

JOANN E SHAW
Notary Public
Minnesota
My Commission Expires January 31, 2020

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 31 day of July, 2017 before me, a Notary Public, personally appeared David Wiggins, the Div Vice President of Ace Solid Waste, Inc., a Domestic Corporation under the laws of the State of Minnesota, on behalf of the corporation.

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL

DARCI A WETZEL
NOTARY PUBLIC
MINNESOTA
My commission exp. Jan 31, 2020

5.02: Curbside Recycling Contract Status Update

Deputy City Administrator Gladhill presented the staff report. He stated that the City is currently in the final year of a three-year contract with ACE Solid Waste for curbside collection of recyclable materials. The current contract will expire on December 31, 2020. Please note that this case and discussion focuses on the City's current organized curbside recycling contract. The current discussion does not contemplate extending the organized collection into solid waste disposal. The purpose of this case is to begin discussions on policy direction before the current contract expires. There are essentially three options that could be considered by the City:

1. Enter into negotiations with the current service provider to extend or renew the contract.
2. Prepare a Request for Proposals (RFP) for competitive bids for curbside collection for recyclables.
3. Migrate to an open hauling system that would not include management and oversight by the City, but would still involve licensing of haulers, reporting to Anoka County and education efforts.

Chairperson Valentine asked what happens with the materials that are picked up.

Deputy City Administrator Gladhill commented that the material is brought to the appropriate sorting facility and goes through the sorting process, then being exported to the appropriate site.

Chairperson Valentine commented that the recycling market is in a time of change and a lot of the material ends up being combined with solid waste and ending in landfills. He stated that he would like additional information from staff in the future.

Deputy City Administrator Gladhill confirmed that City Planner Anderson would have that additional information and could bring back those answers as recycling continues to be discussed in the future.

Board Member Covart commented that she has experienced sorted recycling and single-sort and found that she recycled much more under the single-sort system.

City Planner Anderson provided additional details on the current curbside hauling process for recycling noting that statute prohibits haulers from picking up recyclable materials and then landfilling them. He also noted that it is different if there is such significant contamination in a load of recyclables that it is rejected by a Materials Recovery Facility (MRF). That is essentially deemed as garbage.

Board Member Fetterley stated that she would not favor open hauling as that would increase the number of trucks on the street and could decrease participation. She stated that she would like to see the City negotiate the best rate, whether that be with ACE or another hauler. She commented that the current program is working well, and the City should attempt to keep that consistent.

Board Member Moore echoed the comments of Board Member Fetterley.

Deputy City Administrator Gladhill confirmed the consensus of the Board to continue to negotiate with ACE for organized curbside and/or also review rates from other vendors for similar service.

2.02: Provide Direction on Curbside Recycling Program

Mayor LeTourneau recognized the time constraints for this case, noting that this could move forward for discussion and if needed, this could continue to the regular meeting.

City Planner Chris Anderson reviewed the staff report.

Councilmember Heinrich stated that she is happy with ACE and the service they provide, recognizing that ACE is a local business. She stated that she is an advocate for obtaining requests for proposals and would like to see that as an option.

Councilmember Menth stated that he would be against the concept of having multiple trucks picking up recycling as that will be more stress on the roads.

Councilmember Musgrove referenced the cost of the previous contract and whether the cost has changed or increased. She asked if the contract allows for adjustments that may come from the State.

City Planner Anderson stated that the cost with ACE throughout this contract and previous contracts has remained consistent at $2.95 per month. He stated that if there were negotiations with ACE, monthly cost per household would be up for discussion. He stated that he has not heard anything that would jeopardize the SCORE funding that is passed from the State to the individual counties.

Councilmember Kuzma stated that the previous week the Council spent a lot of time reviewing the Commissions and the EPB has provided direction that he would support. He stated that ACE has made improvements to their local facility and would support continuing to work with ACE.

Councilmember Heinrich asked staff to clarify how many years residents have paid $2.95 per month through the contract with ACE.

City Planner Anderson replied that the current contract is a three-year contract and believed that last contract was also three years, with perhaps a one-year extension. He noted that the contract prior to that was a five-year contract and the City converted to the single sort system during that contract time. He confirmed that the price remained consistent throughout the single sort time.

Councilmember Specht stated that he appreciates the service that ACE provides and the excellent job they do. He stated that he also appreciates transparency and would be open to accepting proposals, which ACE could participate in.

Councilmember Heinrich asked for clarity on her question related to how long the residents have been charged $2.95 per month.

Randy Triplett, ACE Solid Waste, confirmed that the rate was held consistent for at least the past nine years, even with the recent changes to the recycling market. He noted that in order to provide more information he would need to review the contract details.

Finance Director Lund stated that the contract with ACE began in 2007 and the current rate began in 2008.

Mayor LeTourneau summarized the consensus of the Council to be happy with the service ACE provides and directing staff to negotiate a new contract. He suggested that staff could review the pricing compared to the market and if there is a disparity, the Council could choose to go out for a RFP. He confirmed that the information would come back to the Council.

City Administrator Ulrich confirmed that staff will work with ACE to negotiate a new contract based on what the market for recycling is.

Community	Households	Collection Frequency	Rate per Month	Notes	Square Miles	Lifts per Mile
Anoka	SFH: 4,881 MFH: 2,440 Total: 7,321	Bi-weekly	SFH: $3.90 MFH: $3.10	$2.90 + $0.65 processing fee ($3.55)[1] $2.17 + $0.65 processing fee ($2.82)[2] MFH is considered 5+ units	7.17	1,038
Champlin	6,871	EOW	$4.34	Organized Garbage and Recycling (rate reflects recycling portion only of bill)	8.7	790
Elk River	~8,000	EOW	$3.49	Rate established by contract in 2013[3]	43.82	
Fridley	9,093	EOW	$3.40	$2.58 + Processing fee of $0.82 ($3.40)[4]	10.90	844
Ham Lake	5,079	EOW	$5.84	Organized Garbage and Recycling (rate reflects recycling portion only of bill)	35.71	142
Spring Lake Park	SFH: 2,293 MFH: 437 Total: 2,730	EOW	SFH: $3.08 MFH: $1.65	Fee increase annually by 3% MFH = 5+ units 2021 is last year of contract	2.07	1,611
Ramsey	9,021	EOW	$2.95	Flat rate since 2008	29.79	301

[1] City adds on $0.35 for administration costs ($2.90 + $0.65 + $0.35 = $3.90)

[2] City adds on $0.28 for administration costs ($2.17 + $0.65 + $0.28 = $3.10)

[3] City adds on an administration charge, currently $0.71, so residents are billed $4.20 for recycling. This was a 10 year contract that began in 2013.

[4] Fixed pick up rate that escalates annually (2021 = $2.66; 2022 = $2.75; 2023 = $2.85; 2024 = $2.95; 2025 = $3.05). There is also a variable rate processing charge that is applied annually as well (2019 = $0.48; 2020 = $0.82).

CITY OF RAMSEY
CONTRACT FOR CURBSIDE
RECYCLING SERVICES

This agreement is made as of the 1st day of January, 2021, between the City of Ramsey, a Minnesota municipal corporation located at 7550 Sunwood Drive, Ramsey, MN 55303 ("City"), and Ace Solid Waste, Inc. a Minnesota corporation located at 6601 McKinley St. N.W., Ramsey, MN 55303 ("Contractor").

The City and the Contractor agree as follows:

SECTION 1. PURPOSE

The purpose of this agreement is to establish a curbside Recycling Program for the collection of Recyclable Materials from residents of the City of Ramsey.

SECTION 2. DEFINITIONS

For purposes of this Contract, the following words and terms shall have the definitions given them by this section.

A. "CITY ADMINISTRATOR" means the then duly appointed and qualified City Administrator of the City of Ramsey.

B. "CONTAINER" means plastic wheeled carts with lids provided by and maintained by the Contractor in which Recyclable Materials can be stored and later placed at curbside for collection as specified by the City.

C. "EXCLUDED WASTE" means any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations.

D. "RECYCLING PROGRAM" means the collecting of all Recyclable Materials accumulated in Containers at Residential Properties located within the City and the transporting of the Recyclable Materials to a site where they can be processed for the marketplace as determined by the Contractor.

E. "RECYCLABLE MATERIALS" means glass containers having no plastic, metal or other lids, plastic containers, tubs and lids, metal beverage and food cans, newspapers, corrugated cardboard, boxboard defined as cereal, cake, and chip boxes, paper cartons defined as juice, milk, soup and broth cartons, mixed mail, paperback books, magazines and phone books and other materials as mutually agreed by the City and Contractor.

F. "RESIDENTIAL PROPERTY" means all single family and other residential dwelling units where a separate driveway and/or garage exist for each unit or group of units within City

limits. Multi-unit apartment buildings and residential dwelling units above commercial businesses, which, for the purposes of this contract, are not defined as Residential Property, are specifically excluded from this contract.

G. "SINGLE SORT RECYCLING" means residents may place all Recyclable Materials in the Container provided without sorting by type of material.

SECTION 3. SERVICES TO BE PERFORMED

A. For recycling purposes, the City is divided into two collection areas: ~~the~~ an east side and west side. The dividing line is Sunfish Lake Boulevard and Nowthen Boulevard. The Contractor shall collect at curbside all Recyclable Materials from every Residential Property in the City on an every other week schedule, with the east side collected one week and the west side collected the next week. The Contractor will inform the City of the current collection schedule and update the City if the schedule ~~if it~~ changes. If the Contractor desires to change the collection day for any Residential Property, or group of properties, the request must be submitted in writing to the City. Changes in collection days cannot be made without advance approval of the City. The Contractor is responsible for educating residents of any day change with at least two education notices.

B. The Contractor shall not be required to make regular collections on State of Minnesota legal holidays; provided, however, that collection shall occur on the routes reasonably in advance thereof or thereafter in the opinion of the City and Contractor so that the every other week schedule can be completed regardless of a holiday.

C. The Contractor shall provide the following equipment and labor biannually or triannually for recycling events:

1. Roll-off boxes or equivalent as mutually agreed upon by the City and Contractor for the drop off of scrap metal and Recyclable Materials by City residents.
2. All required labor for loading and removal of materials collected
3. Trucking services for the delivery and removal of the roll-off boxes
4. If the City and the Contractor determine the need to hold recycling event(s) at the Contractor's location, the City will provide reasonable notice for Contractor to prepare their location.

D. The Contractor will provide every Residential Property with a Container. Single family homes will receive a ninety-five (95) ~~sixty-five (65)~~ gallon size Container and each townhome will receive a sixty-five (65) ~~thirty-five (35)~~ gallon size Container. After ninety (90) days, residents may exchange their delivered Container with a smaller or larger Container based on their needs. Container exchanges for size are limited to once per year per resident.

1. The Contractor shall provide a second Container to a Residential Property upon request at no cost as long as the Residential Property already has the largest

available Container size.

2. If a Residential Property requests a 2nd Container and the Residential Property is not conducting a business from their home, but the Residential Property is requesting the 2nd cart to be collected at a different collection point from their first Container, the Residential Property will be charged an additional per unit fee by the Contractor directly to the Residential Property.
3. A Residential Property requesting to have their Container cleaned or exchanged due to regul~~u~~ar use will pay a Container Exchange fee directly to the Contractor of $35.00 per Container.

E. The Contractor will support Recycling Program promotion as follows:

1. Contractor will provide the ReCollect App Recycle Wizard and Schedule Reminder tools to all Residential Properties via the City's website and the Contractor's website.

~~1. When Containers are delivered for the Single Sort Recycling Program, the Contractor will include a printed flyer detailing and promoting the program.~~
~~2. The Contractor, in conjunction with City, will develop a promotional program that includes a quarterly recycling participation contest and an "opt-in" e-mail address database for those residents who want to be kept informed on the latest recycling developments.~~
~~3.~~2. ~~In order to help the City identify new recyclers, the Contractor will send a monthly "Cart Delivered" report to the~~ All Containers delivered for recycling will have a printed education flyer attached to the lid outlining the details of the Recycling Program.
3. The Contractor will meet with the City at least once every quarter, or as deemed ~~appropriate to~~appropriate, to discuss and consider outreach and educational information and materials to promote recycling, target specific Recyclable Materials, and identify problem materials that are not acceptable.

   a. Contractor shall assist with preparation of articles for inclusion in the City's bi-monthly newsletter and the Ramsey Recycler publication. Articles shall focus on seasonal problem materials and/or seasonal increases in certain Recyclable Materials and other topics that will help improve tonnage and participation and reduce contamination.

F. The Contractor will provide Containers or equivalent at the City's public works facility for delivery of Recyclable Materials collected by City employees in the City parks and at City events. Size of Containers and frequency of collection will match the need. The Contractor has created a Public Drop-off for Recycling Materials and Organic Materials at their location that the City can promote the use to the City residents and commercial businesses. ~~Public "drop-off" will not be allowed.~~

G. The Contractor shall work with the City to develop and implement new programs and pilot projects to help increase tonnage and participation in the Recycling Program. Examples may include:

1. Expanding the list of Recyclable Materials.
2. Providing equipment for additional drop-off opportunities (e.g. additional cardboard over holidays, organics collection, yard waste collection in the fall, etc.)
3. Working with the City to provide additional curbside pick-up services (e.g. City-wide curbside appliance and/or electronics collection).
~~3.~~4. Should a governmental agency require the curbside collection of organic material (food waste) from Residential Properties, the City and Contractor shall collaborate to create an acceptable program for the City and Contractor.

H. Notwithstanding any other term contained herein, the Contractor shall have no obligation to collect any waste which is, or which the Contractor reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with resident/generator of such Excluded Waste, even if the Contractor inadvertently collects and disposes of such Excluded Waste. If the Contractor finds what reasonably appears to be discarded Excluded Waste, the Contractor shall notify the resident/business/generator, if such can be determined, that the Contractor may not lawfully collect such Excluded Waste and leave a tag specifying the nearest location available for appropriate disposal.

SECTION 4. TERM OF CONTRACT

A. The term of this Contract shall be January 1, 2021~~18~~ through December 31, 2025~~0~~ (the "Contract Term").

Commented [CA1]: Will be based on City Council direction.

B. This Contract may be renewed at the City's option. Any renewal shall be subject to mutual Contract amendments proposed by the City and/or the Contractor. The unit cost of the Recycling Program shall be negotiated by the City and the Contractor prior to the granting of the renewal. The City may, however, in its sole discretion, seek competitive bids for renewal, and in its discretion, select another Contractor.

C. The City shall notify the Contractor a minimum of three (3) months prior to the Contract's termination if the City intends to request a renewal. If the Contractor does not intend to renew this Contract, it shall notify the City at least six (6) months prior to the Contract's termination. If the Contractor notifies the City of its intent not to renew this Contract, it shall not bid on the new Contract.

SECTION 5. PREPARATION FOR COLLECTION

A. All occupants of Residential Properties in the City will be directed to prepare and store Recyclable Materials in a manner consistent with the Contractor's collection program.

B. City residents will be advised that Containers in which Recyclable Materials have been stored must be placed on the boulevard area of the street in front of their residence for collection. Containers must be placed for collection by **6:30 a.m.** on the scheduled day of collection. Walk up service for qualified Residential Properties will be provided at

no additional costs. Drive-in service shall be billed by the Contractor directly to the Residential Property at a rate of $10 per month.

C. All Recyclable Materials placed for collection shall be owned by, and be the responsibility of, the occupants of each Residential Property until said materials are handled by the Contractor. Upon handling of the Containers and Recyclable Materials by the Contractor, the Recyclable Materials become the property and responsibility of the Contractor.

SECTION 6. CONTRACTOR'S EQUIPMENT

A. All vehicles used by the Contractor in picking up the Recyclable Materials from the Residential Properties shall be painted and marked uniformly and shall be identified on both sides of the vehicle. Broom and shovel in good usable condition shall be placed and maintained on each vehicle.

B. The Contractor shall make all collections of Recyclable Materials in vehicles with closed tops on the load portion so that contents will not spill or leak. All of the Contractor's receptacles and vehicles shall be kept clean and as free from offensive odors as possible and shall not be allowed to stand in any street or other place longer than is reasonably necessary to collect Recyclable Materials.

C. The Contractor shall keep all equipment used in the performance of the work required by this Contract in good operating condition and in a clean, sanitary condition and shall thoroughly wash each vehicle at least twice each month or before each semi-monthly collection unless the same has not been used since the last washing. All of the Contractor's equipment is subject to periodic inspection by the City to assure that said vehicles and/or equipment are being maintained in a clean and sanitary condition.

SECTION 7. CONTRACTOR'S OPERATIONS

A. The Contractor shall establish and maintain, in a location approved by the City Administrator, an office staffed and capable of accepting complaints and customer calls. The office shall be in service during the hours of 8:00 a.m. to 4:30 p.m.~~5:00 p.m.~~ on all days of collection as specified herein. The address and telephone number of the office shall be given to the City in writing. Any changes in address and telephone number of the office shall be given to the City in writing at least ten (10) working days prior to such change.

B. The Contractor shall collect curbside Recyclable Materials between the hours of 7:00am and 6:00pm or as mutually agreed upon by the Contractor and the City.

C. Complaints on service will be taken and collected by the City in addition to those received

at the Contractor's office. The City will notify the Contractor of all complaints it receives. The Contractor is responsible for all corrective actions. A record of all such complaints and the action taken thereon shall be kept by the Contractor and reported to the City's Community Development Department whenever requested. All complaints shall be answered by the Contractor courteously and promptly.

D. The City shall notify the Contractor by 12:00 noon on the work day following the scheduled pick-up of all missed stops. The Contractor is required to service such locations before 5:00 p.m. on the date of notification.

E. The Contractor's employees shall handle all Containers with reasonable care to avoid damage, shall replace all Containers in an upright position and shall immediately clean up and dispose of any Recyclable Materials which may have fallen out of a Container.

F. The performance of the Contract shall be done by the Contractor with forces adequate to insure the satisfactory collection and disposal of the Recyclable Materials at all times. Contractor's failure to perform shall not be excused by adverse conditions of weather, breakdown and similar hindrances, including those caused by force majeure.

G. The Contractor shall certify that the materials collected in the Recycling Program are delivered to a recycling processing center. Materials found to be landfilled are in violation of City ordinance and will cause the Contractor to incur the penalties listed in the City's recycling ordinance.

SECTION 8. COMPENSATION

A. The City will compensate the Contractor for the collection of Recyclable Materials from City residents at a rate of $X.XX~~2.95~~ per month per Residential Property for 2021, and then follow the schedule below for future years ~~during~~through the duration ~~the duration~~ of the Contract. The City shall make payment to the Contractor by the 20th day of each month for the charges incurred during the immediately preceding month.

Insert Yearly Pricing Table Here:

B. The number of Residential Properties will be updated not less than every calendar quarter and will be equal to the number of Residential Properties billed for participation in the Recycling Program through the City's utility billing system.

C. The monthly rate per Residential Property is fixed and cannot be changed without mutual agreement of both parties.

SECTION 9. FILING OF REPORTS

The Contractor shall submit a monthly summary describing the residents' participation rate, the quantity (tonnage) and kinds of all Recyclable Materials collected and the primary purchaser(s) of the Recyclable Materials. Monthly summaries shall be submitted to the City's Recycling Coordinator, either electronically or via mail, no later than the 15th day of the month following the month for which the report is submitted.

The Contractor shall also submit a summary report within three (3) weeks following each biannual or triannual recycling event. The summary report shall identify each material collected as well as the tonnage of each material.

SECTION 10. ACCESS TO RECORDS

The Contractor shall permit the City to review its books, documents, papers and records that are directly related to the performance of this Contract for the purpose of making an audit, and other examinations deemed necessary by the City.

SECTION 11. INSURANCE

Prior to the commencement of this Contract, the Contractor shall furnish the City with certificates or copies of the following policies of insurance, approved by the City Administrator, showing that such insurance is in force. All endorsements shall apply to both bodily injury or death and property damage coverage.

A. Comprehensive general public liability insurance insuring against liability for bodily injury or death, in the sum of $500,000 for any one person and in the sum of $1,000,000 for two or more persons in the same occurrence, and for damages to property in the sum of $500,000.

B. Workers' compensation insurance and employers' liability insurance as required by law.

C. Automobile liability and property damage insurance, including coverage for non- owned and hired vehicles, in limits as for comprehensive general public liability coverage stated above.

The City shall be named as an additional insured on the above policies, for coverage needed only for work, as specified in this Contract. The Contractor shall provide the City with thirty (30) days' written notice prior to any cancellation or termination of any of the insurance policies required hereunder.

No policy shall contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the standard basic unamended and unendorsed form of policy, except that no exclusion will be permitted in any event if it conflicts with a

coverage expressly required in this Contract, and in addition, no policy shall contain any exclusion from bodily injury to, or sickness, disease or death of any coverage under the contractual liability endorsement of the liability of the Contractor under this Contract. Compliance by the Contractor with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Contractor from liability assumed under any provisions of this Contract.

SECTION 12. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City and its officers, agents and employees from and against all claims, damages, losses or expenses, including attorney fees, for which it may be held liable, arising out of or resulting from the assertion against them of any claims, debts or obligations in consequence of the performance of this Contract by the Contractor, its employees, agents or subcontractors. Notwithstanding anything contained herein to the contrary, the Contractor shall have no obligation to indemnify the City, or any of the City's subsidiaries, affiliates, or related companies, or any of their respective employees, agents, representatives, officers, managers, contractors, or subcontractors, or any other party, to the extent any claims, suits, actions, losses, damages, liabilities, costs or expenses arise out of: (i) the negligence or willful misconduct of the City, or any of the City's officials, employees, agents, representatives, officers, managers, contractors, or subcontractors, or any other party, (ii) the City's breach of any of the terms, conditions, representations, or warranties contained in this Contract, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by the City, or any of the City's officials, employees, agents, representatives, officers, managers, contractors, or subcontractors, or any other party.

Nothing in this Contract shall be construed to create an employer/employee, partnership, joint venture, license or agency relationship between the parties hereto and neither party shall have the right or authority to bind the other in any manner. For purposes of this Contract, Contractor shall be deemed an "independent contractor" as defined by law. Contractor's employees shall not be entitled to any employment benefits given to City employees.

SECTION 13. TERMINATION

If during the Term of this Contract either party shall be in breach of any provision of this Contract, the other party may suspend its performance hereunder until such breach has been cured or terminate this Contract; provided, however, that no termination of this Contract shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Contract by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

SECTION 14. PENALTIES AND DAMAGES

A. Failure by the Contractor to perform under this Contract, may result in its termination and/or

claims by the City for damages.

B. In the event of breach of this Contract by the Contractor, or proven negligence by the Contractor, the Contractor agrees to pay, in addition to the actual damages sustained by the City as a result thereof, the reasonable attorney's fees incurred by the City in pursuing any of its rights under this Contract.

SECTION 15. SUCCESSORS AND ASSIGNS

The Contractor binds itself, its successors, executors, administrators and assigns to the City in respect to all covenants of this Contract, except that the Contractor shall not assign or transfer any part of its interest in this Contract nor shall the Contractor assign any moneys due, or to become due, without the City's written consent.

SECTION 16. AMENDMENT, MODIFICATION OR WAIVER

No amendment, modification, or waiver of any condition, provision, or term of this Contract shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or wavier. Any waiver by any party or any default of another party shall not affect or impair any right arising from any subsequent default.

SECTION 17. SEVERABLE PROVISIONS

Each provision, section, sentence, clause, phrase, and word of this Contract is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

SECTION 18. ENTIRE CONTRACT

This Contract contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understanding between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Contract or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

SECTION 19. CAPTIONS, HEADINGS OR TITLES

All captions, headings or titles in the paragraphs or sections of this Contract are inserted for convenience of reference only and shall not constitute a part of this Contract as a limitation of the scope of the particular paragraphs or sections to which they apply.

The representative of Ace Solid Waste, Inc., hereby acknowledges receipt of this Contract and has reviewed the conditions of this Contract and has agreed that they comply with the terms of this Contract.

CITY OF RAMSEY, MINNESOTA

_____
Mayor

_____
City Administrator

ACE SOLID WASTE, INC.

By: _____

Its: _____

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

RESOLUTION #20-225

RESOLUTION TO ENTER INTO A CURBSIDE RECYCLING CONTRACT WITH ACE SOLID WASTE INC.

WHEREAS, the City currently has a contract with ACE Solid Waste, Inc. for the curbside collection of residential recyclables that is set to terminate at the end of 2020; and

WHEREAS, in March of 2020, the Environmental Policy Board (EPB) reviewed options for curbside recycling and recommended that the City negotiate a new curbside recycling contract with ACE Solid Waste, Inc.; and

WHEREAS, in May of 2020, the City Council supported the EPB's recommendation and directed City Staff to negotiate a new curbside recycling contract with ACE Solid Waste, Inc. for consideration by City Council.

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

1) That the Mayor and City Administrator are hereby authorized execute a new curbside recycling contract with ACE Solid Waste, Inc. for residential recycling services subject to review and approval as to legal form by the City Attorney.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 13th day of October, 2020.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **7. 5.**

Meeting Date: 10/13/2020

By: Bruce Westby, Engineering/Public Works

Information

Title:

Select Public Advisory Committee Representative for Northwest Metro River Crossings Feasibility Analysis

Purpose/Background:

Purpose:

The purpose of this case it to select a representative for the Public Advisory Committee for the Northwest Metro River Crossings Feasibility Analysis.

Background:

In 2019, the Minnesota Legislature appropriated funds to commence a study to evaluate a future surface transportation bridge connecting the cities of Ramsey and Dayton. This study process is in the early stages of development.

Bolton and Menk, on behalf of MnDOT, is seeking a Ramsey City Council member to serve on the Public Advisory Committee (PAC) for the Northwest Metro River Crossings Feasibility Analysis. In summary, the PAC will be composed of elected officials representing the various project partners. The purpose of the PAC is to review and confirm key policy issues, strategies and consequences identified by the Technical Advisory Committee (TAC).

Up to three virtual PAC meetings are anticipated to be held during regular working hours between October 2020 and March 2021. The first meeting will share the purpose of the study, and the findings from a context analysis of previous studies and current plans and an Origin-Destination traffic study. The second meeting will consider concepts and a cost-benefit analysis. The third and final meeting will consider recommendations, policies and next steps.

To date there has been no direction on which days of the week the meetings will be held, or whether the meetings will be held in the morning or afternoon. However, Staff recently learned that letters are expected to be submitted to previously selected PAC members on Monday, October 12th, with a request for the PAC members to rank their choices for the first meeting date and time using tentative meeting dates of Friday, October 23rd at either 10 am or 1 pm, or on Monday, October 26th at 10:30 am.

Notification:

Notifications are not required for this case.

Observations/Alternatives:

Alternatives:

Alternative #1 – Motion to select Ramsey City Council member _____ to serve on the Public Advisory Committee for the Northwest Metro River Crossings Feasibility Analysis.

Alternative #2 – Motion of other.

Funding Source:

Meetings are proposed to be virtual so there will be no travel costs to attend the meetings.

Recommendation:

Staff recommends selecting one Ramsey City Council member to serve on the Public Advisory Committee for the Northwest Metro River Crossings Feasibility Analysis.

Action:

Motion to select Ramsey City Council member _____ to serve on the Public Advisory Committee for the Northwest Metro River Crossings Feasibility Analysis.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/08/2020 04:01 PM
Form Started By: Bruce Westby		Started On: 10/06/2020 09:09 AM
Final Approval Date: 10/08/2020		