

City of Ramsey
Agenda
Regular City Council
Tuesday, May 11, 2021

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 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**
 1. Review 2020-2021 Winter Maintenance and Update on New Public Works Facility
3. **Citizen Input**
4. **Approve Agenda**
5. **Consent Agenda**
 1. Adopt Resolution #21-138 Relieving Property Owners of Reimbursement Requirement for Conservation and Trail Easement Partial Vacation Associated with Retaining Wall at 7349 168th Cir NW; Case of Jodell and John Seaman
 2. Approve Business License - New tobacco shop (Ramsey Tobacco LLC)
 3. Approve Rental Licenses
 4. Approve Request to Declare Surplus Property
 5. Approve State of MN Joint Powers Agreements with the City of Ramsey on behalf of its City Prosecutor and Police Department
 6. Adopt Resolution #21-119 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of April 22, 2021 through May 5, 2021.
 7. ~~Adopt Resolution #21-112 Confirming Extent of Lawful Nonconforming Rights at 14300 Sunfish Lk Blvd NW (Case Moved to Case 7.5)~~

8. ~~Adopt Resolution #21-115 Approving an Abatement of 7471 152nd Avenue NW (Case Moved to Case 7.6)~~
9. Adopt Resolution #21-120 Approving an Easement Encroachment Agreement for the Property Located at 5410 149th Lane NW (Project No. 21-115): Case of Jake and Kathrine LaFlair
10. ~~Adopt Resolution #21-122 Approving the Final Plat and Development Agreement for Wetterlind Acres (Project No. 21-114); Case of Mark Roe on behalf of Sandra and Loren Wetterlind (Moved to Case #7.4)~~
11. Adopt Resolution #21-125 Approving Lease Agreement with RM Golf Carts for 7039 Highway 10
12. Adopt Resolution #21-127 Approving Development Agreement for Becker Rolling Pines Second Addition (Project No. 20-141); Case of Lisa Becker
13. Adopt Resolution #21-129 Approving an Easement Encroachment Agreement for the Property Located at 6141 145th Lane NW: Case of Chad and Shuck Lennander
14. Adopt Resolution #21-130 Approving Donation Agreement and Acquisition of Outlot A, Northfork Alpine Addition
15. ~~Adopt Resolution #21-131 Approving Selection of Dynamic Display Billboard Vendor for Retail Advertising on Highway 10 Near the COR (Case Moved to Case 7.2)~~
16. Adopt Resolution #21-132 Authorizing Abatement of 6225 Rivlyn Ave and #21-133 for 6237 Rivlyn Ave NW
17. Adopt Resolution #21-114 to Fill the Vacant Part-time Community Service Officer Position
18. Adopt Resolution #21-135 to Fill the Vacant Part-time Recreation Specialist Position
19. Adopt Resolution #21-136 Hiring Seasonal Public Works Maintenance Workers
6. **Public Hearing**
 1. PUBLIC HEARING: Adopt Ordinance 21-12 Vacating Right-of-Way and Easement for Bunker Lake Industrial Park Third Addition; Case of PSD LLC (Project #21-109)
7. **Council Business**
 0. Adopt Resolution #21-124 Approving Anoka Area Chamber of Commerce Manufactures Cohort 2020-2021 Renewal
 1. Consider Collector Roads and Trunk Utility Infrastructure for Trott Brook North Planning Area
 2. Adopt Resolution #21-131 Approving Selection of Dynamic Display Billboard Vendor for Retail Advertising on Highway 10 Near the COR

3. Adopt Resolution #21-123, Awarding Contract for the Design and Construction of Exterior Finishes to Pump House No. 3
4. Adopt Resolution #21-122 Approving the Final Plat and Development Agreement for Wetterlind Acres (Project No. 21-114); Case of Mark Roe on behalf of Sandra and Loren Wetterlind
5. Adopt Resolution #21-112 Confirming Extent of Lawful Nonconforming Rights at 14300 Sunfish Lk Blvd NW
6. Adopt Resolution #21-115 Approving an Abatement of 7471 152nd Avenue NW
8. **Mayor/Council/Staff Input**
9. **Adjournment**

Meeting Date: 05/11/2021

Information

Title:

Review 2020-2021 Winter Maintenance and Update on New Public Works Facility

Purpose/Background:

Staff will review 2020-2021 winter maintenance season in a brief Power Point presentation and update the council on the construction of the new Public Works Facility.

Attachments

No file(s) attached.

Form Review

Inbox

Kurt Ulrich

Form Started By: Grant Riemer

Final Approval Date: 05/06/2021

Reviewed By

Kurt Ulrich

Date

05/06/2021 11:56 AM

Started On: 05/05/2021 01:07 PM

Meeting Date: 05/11/2021

By: Tim Gladhill, Community Development

Information

Title:

Adopt Resolution #21-138 Relieving Property Owners of Reimbursement Requirement for Conservation and Trail Easement Partial Vacation Associated with Retaining Wall at 7349 168th Cir NW; Case of Jodell and John Seaman

Purpose/Background:

The purpose of this case is to consider a final settlement agreement with John and JoDell Seaman (the "Homeowners") for an encroachment into a Conservation and Trail Easement along Trott Brook in the Brookfield Neighborhood. This is the final step in a three-step process.

1. Settlement Agreement per Code Enforcement Case (approved Summer, 2020)
2. Floodplain Encroachment (approved by Council in November, 2020)
3. **Conservation and Trail Easement Encroachment Requiring Easement Vacation and Partial LCCMR Grant Reimbursement (Current Step)**

Staff became aware of the retaining wall through the City's Code Enforcement program in May 2020. The Applicant has stated that the intent of the fill was to address erosion occurring in their back yard. There may have been erosion issues along the trail, but the City does not have any documentation of this item. This is one potential solution to this issue amongst other alternatives (some requiring fill, some not). At the end of the day, the Property Owner has the ability to make this request to the City for consideration. The City can choose to approve or deny at this point. Staff is comfortable with any solution so long as said solution meeting applicable requirements. This is a very complex case that includes numerous layers of government regulation. Staff has attached the November, 2020 City Council case for more detailed background.

This step is the result of the Settlement Conference related to the Code Enforcement Case. The City is attempting to find a compromise. The intent of tonight is not to debate the boundaries of floodplain or conservation easement.

Time Frame/Observations/Alternatives:

This case is focused on the Conservation and Trail Easement (previous approvals focused on Floodplain Amendment, which was required in order to move onto this step). This easement was secured with a grant from the State of Minnesota, prior to the development of the Brookfield Neighborhood. If approved, partial repayment back to the Legislative-Citizen Commission on Minnesota Resources would be required. The estimated cost ranges from \$500 to \$2,000, depending on outcome of a required appraisal. The City Council will need to decide whether this partial repayment is the responsibility of the City or the Homeowner that installed the improvement.

Staff has had difficulty finding a certified appraiser willing to do this required appraisal that meets the requirements of the LCCMR Grant. Staff is now working with a third appraiser, and has requested that LCCMR Staff consider an alternative scope for this minor encroachment. Staff is presenting a compromise solution that allows the Homeowner to finalize the improvement while still retaining the ability to require reimbursement based on final outcome of the LCCMR process.

While this individual case may have minor implications to floodplain and Conservation Easement, it does open the door to a number of other requests. Now that Staff has a better handle on the process to vacate portions of the Conservation and Trail Easement, Staff plans on holding a neighborhood meeting to discuss broader options while still maintaining a majority of the floodplain and Conservation Easement.

Alternatives:

1. Reimbursement Agreement (Alternative #1) – City allows Owners to finish project; Owners agree to reimburse the appraisal amount when approved by LCCMR
2. Reimbursement Agreement (Alternative #2) – City allows Owners to finish project; Owners agree to reimburse the appraisal amount when approved by LCCMR; City agrees to waive reimbursement amount if a broader corridor solution is approved
3. Relieve this Property Owner of this reimbursement amount and agree to have the City be responsible for the reimbursement and continue to plan for the corridor-wide solution to vacate the portion of the Conservation and Trail Easement between the trail and back yards (note – floodplain boundaries would still remain)

Recommendation:

In recognition of 1) the perceived complexity of the boundary of the Conservation and Trail Easement and overlap with floodplain boundary, creating a unique physical condition; and 2) the complexities and delays in obtaining outside agency approvals; and 3) the need to look at a broader corridor solution, Staff is recommending Alternative #3, relieving the Property Owners of the reimbursement agreement and agreeing that the City will pay the required reimbursement to vacate the portion of the Conservation and Trail Easement.

The Floodplain Boundaries will remain, but the City has since better defined smaller floodplain amendment processes in coordination with the DNR (may not apply to all properties).

With recent feedback and direction from LCCMR, Staff will now begin a broader corridor approach, beginning with a public workshop.

Outcome/Action:

Motion to adopt Resolution #21-138 relieving the Property Owners of the reimbursement agreement and agreeing that the City will pay the required reimbursement to vacate the portion of the Conservation and Trail Easement.


Attachments

- Site Location Map
- Corridor Context - West Half
- Corridor Context - East Half
- Previous City Council Case
- Original Grant Agreement
- Original Easement Document
- Original Easement Drawing
- Resolution #21-138

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	05/06/2021 02:04 PM
Form Started By: Tim Gladhill		Started On: 04/30/2021 08:46 AM
Final Approval Date: 05/06/2021		




 Conservation Easement

 Parcels

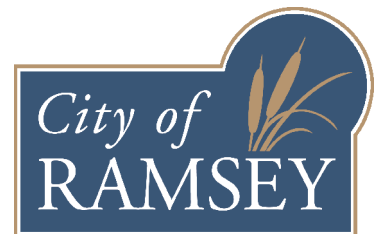
Floodplains

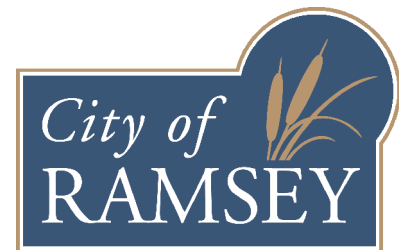
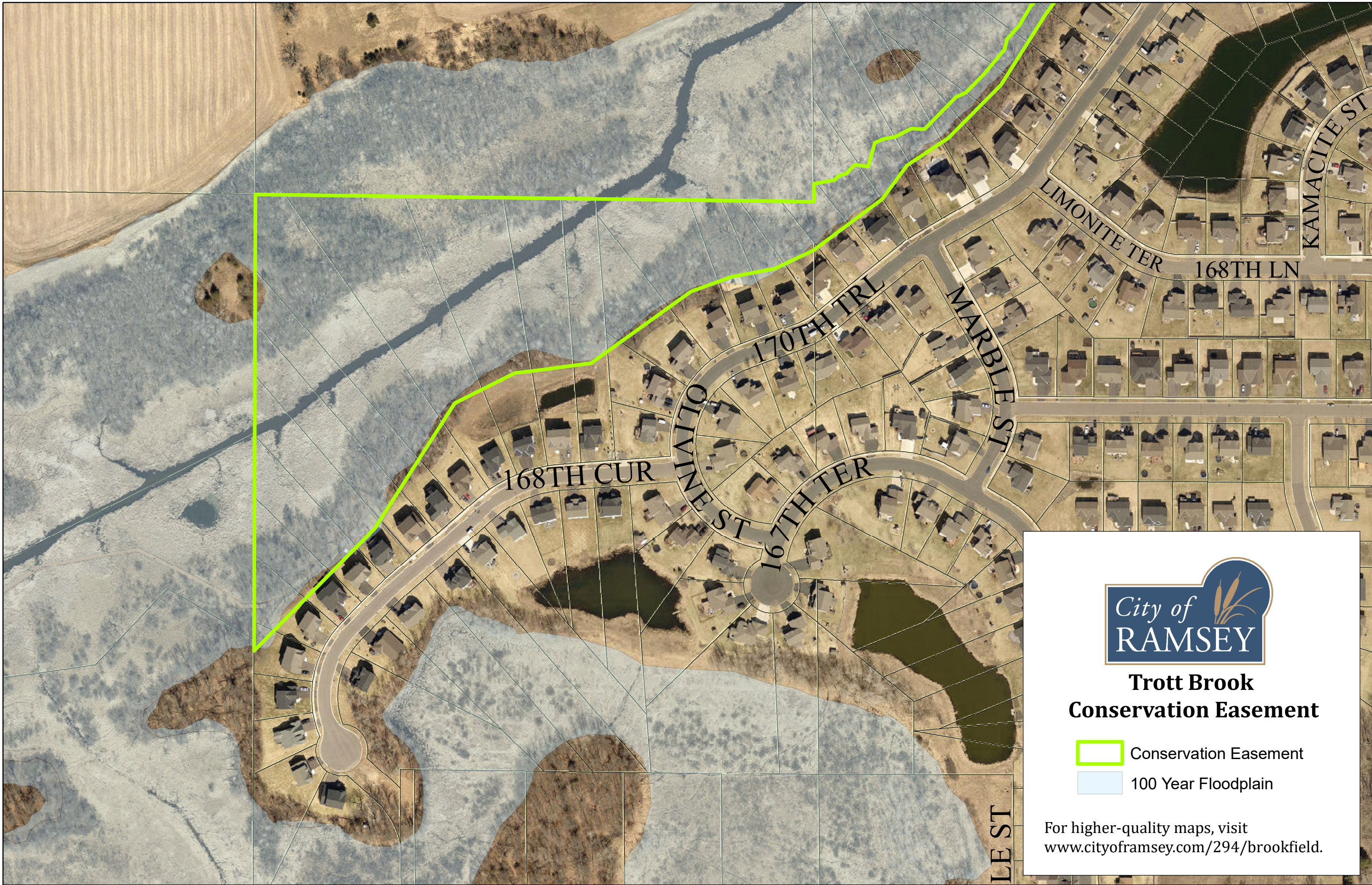
Flood Zone

 Floodplain - Elevation Undetermined


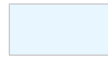
 Floodplain - Elevation Known

Trott Brook Conservation Easement

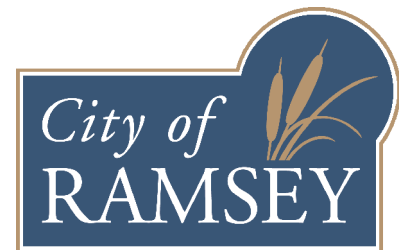





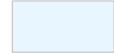
**Trott Brook
Conservation Easement**

-  Conservation Easement
-  100 Year Floodplain

For higher-quality maps, visit
www.cityoframsey.com/294/brookfield.



**Trott Brook
Conservation Easement**

-  Conservation Easement
-  100 Year Floodplain

For higher-quality maps, visit
www.cityoframsey.com/294/brookfield.

Meeting Date: 11/24/2020

By: Chloe McGuire Brigl, Community
Development

Information

Title:

Adopt Resolution #20-256 Approving the Conditional Use Permit for Floodplain Fill at 7349 168th Cir NW.; Case of John and JoDell Seaman

Purpose/Background:

The purpose of this case is to consider a request from John and JoDell Seaman (the "Homeowners") for a Conditional Use Permit (CUP) to fill within a floodplain at 7349 168th Cir NW (the "Subject Property"). Staff became aware of the retaining wall through the City's Code Enforcement program in May 2020. The Applicant has stated that the intent of the fill was to address erosion occurring in their back yard. There may have been erosion issues along the trail, but the City does not have any documentation of this item. This is one potential solution to this issue amongst other alternatives (some requiring fill, some not). At the end of the day, the Property Owner has the ability to make this request to the City for consideration. The City can choose to approve or deny at this point. Staff is comfortable with any solution so long as said solution meeting applicable requirements.

In addition to working through alternatives with the Property Owner, Staff has been seeking guidance from the Minnesota DNR office in terms of floodplain regulations and options. This is a very complex case that includes numerous layers of government regulation.

This step is the result of the Settlement Conference related to the Code Enforcement Case. The City is attempting to find a compromise. The intent of tonight is not to debate the boundaries of floodplain or conservation easement.

This case is focused on the Floodplain encroachment. In addition, this area is encumbered by a Conservation and Trail Easement held by the City, secured with a grant from the State of Minnesota, prior to the development of the Brookfield Neighborhood. The City Council will address the easement encroachment issue when they receive the case for review. If approved, partial repayment back to the Legislative-Citizen Commission on Minnesota Resources would be required.

While this individual case may have minor implications to floodplain and Conservation Easement, it does open the door to a number of other requests. Once the City has a better handle on updated floodplain modeling (current model is dated in the 1970s and is now inaccurate), Staff plans on holding a neighborhood meeting to discuss broader options while still maintaining a majority of the floodplain and Conservation Easement.

Notification:

Staff has sent notifications to Property Owners within 350 feet of the Subject Property as indicated by Anoka County Property Records via Standard US Mail. A Public Hearing was included in the Anoka County UnionHerald.

Observations/Alternatives:

Property Information

The Subject Property is a single family home in the Brookfield Neighborhood, in the 8th Addition. This home abuts the Trott Brook Corridor to the North, which is encumbered by a Conservation and Trail Easement and has floodplain (floodway). Homes in the Brookfield 8th Addition (final phase) homes smaller backyard space compared to other parcels in the neighborhood due to the Conservation and Trail Easement as well as Floodplain. The Homeowners put in a retaining wall within the Floodplain and Easement without specific City approval. In 2019, prior to construction, Staff had forwarded applicable restrictions to a contractor working on behalf of the Property

Owner. That being said, there are options to consider that would allow the retaining wall and fill to remain. The retaining wall is about one foot off the public trail in the backyard. The backyard is designated as floodplain by the DNR, which has specific rules about putting in fill and modifying existing grades (slopes).

If the City desires to allow this encroachment, assuming successful attainment of a No Rise Certificate from FEMA, the City will also need to process an amendment to the Conservation and Trail Easement.

Conditional Use Permit

The City is able to grant the homeowner a Conditional Use Permit (CUP) for putting fill (dirt) in the floodplain area (backyard) under certain conditions. The biggest condition is that the fill cannot change the rise across the floodplain, which is called a no-rise certificate. Modeling is completed using the slopes and fill information to determine if the fill created more than a 0.0% change across the site. It is a strict and hard to meet level, but not impossible. Staff is currently working to complete the modeling. After significant investigation and collaboration with the DNR, it has been determined that the existing model for this area needs to be updated. Unfortunately, this has created delays. Staff is working with one of the City's consulting planners/engineers to assist in updating this model that will allow the City to more quickly process these types of requests in the future.

Required Items to Keep Retaining Wall

- Amend Conservation and Trail Easement (Handled separately - items outlined in attached document)
 - Range of settlement likely \$500 - \$1,000. Staff will bring final vacation agreement and totals to a future City Council meeting.
 - As part of this case, Staff is asking for direction from the City Council to begin the process of vacating the conservation and trail easement.
- Conditional Use Permit (CUP) for Fill within a Floodplain (Tonight's case)
 - Can be granted if fill resulted in a 0.0% no-rise certificate (determined via modeling)
 - Staff is currently working on the modeling but is lacking required data

Options are laid out more extensively in an attachment.

Policy Question

- If modeling shows no-rise (0.0 rise or less), is the City Council supportive of a Conditional Use Permit for the fill placed in the floodplain (backyard of Subject Property) for the retaining wall?

Funding Source:

Staff is handling this update as part of regular duties. Additionally, due to the broader policy implications along this corridor/in this neighborhood, Staff has taken on the necessary floodplain modeling that would ordinarily be the responsibility of the Applicant.

Recommendation:

Due to the degree of policy/legislative discretion of this case, Staff needs policy direction before formulating a Staff Recommendation.

Planning Commission made a contingent recommendation of Approval for the Conditional Use Permit, based upon no rise certificate from FEMA.

Action:

Motion to Adopt Resolution #20-256 Approving the Conditional Use Permit for Floodplain Fill at 7349 168th Cir NW and directing staff to start process to vacate part of the conservation and trail easement on the Subject Property and bring back a settlement agreement.

Attachments

Site Location Map

Copy of Previous
Council Case

Conditions Map

Alternatives Analysis

Floodplain Modeling Timeline (Ideal)

Brookfield LOMA

Brookfield LOMR

Floodplain Site Map

Draft Nov 5, 2020 Planning Commission Minutes

Comments Received

Res #20-256

Form Review

Inbox

Tim Gladhill

Tim Gladhill

Kurt Ulrich

Tim Gladhill

Form Started By: Chloe McGuire Brigl

Final Approval Date: 11/19/2020

Reviewed By

Tim Gladhill

Tim Gladhill

Kurt Ulrich

Katie Schmidt

Date

11/19/2020 09:52 AM

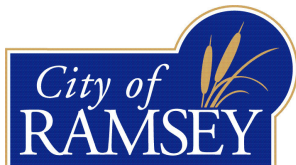
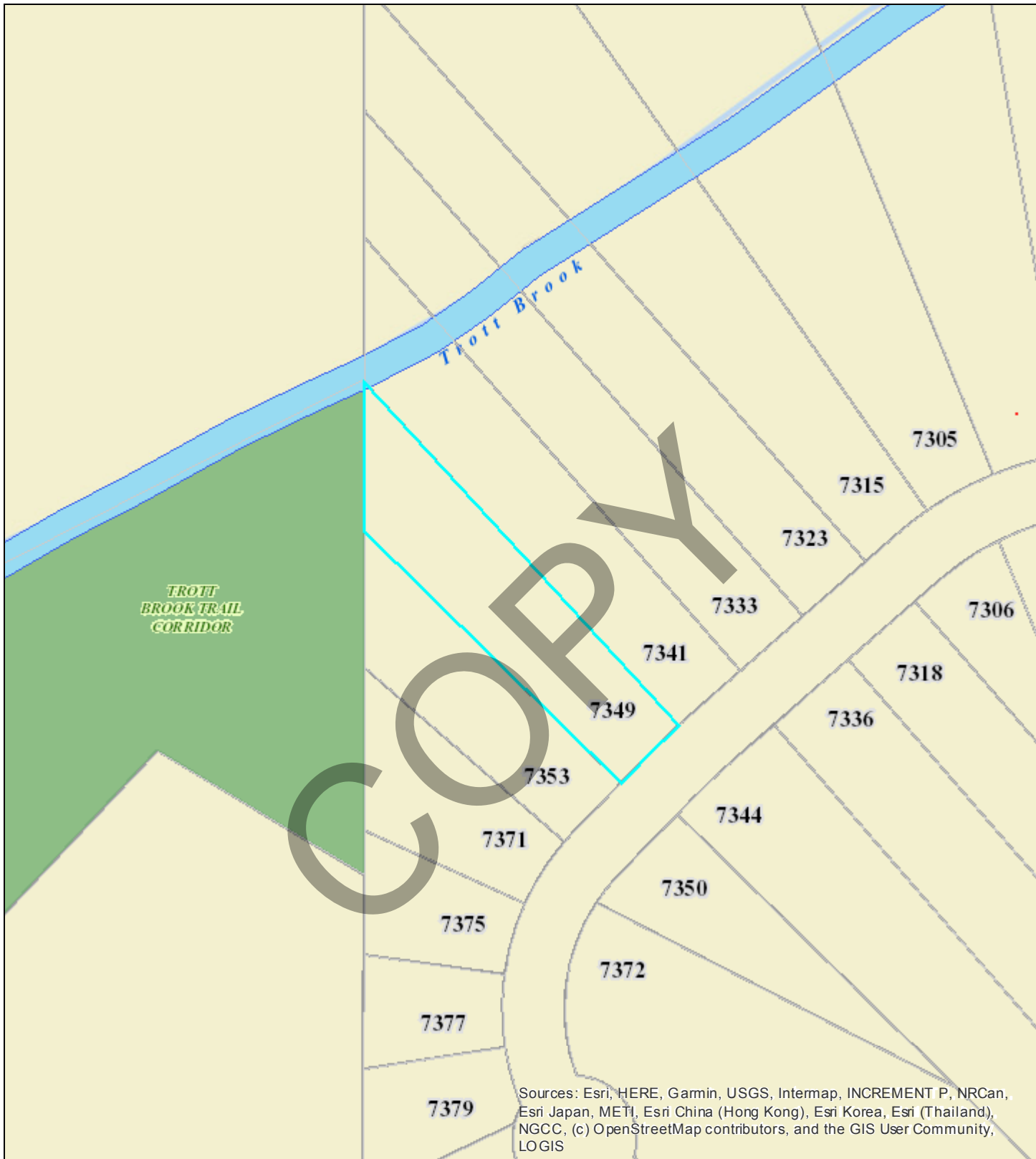
11/19/2020 10:42 AM

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Started On: 11/13/2020 11:37 AM

COPY



Site Location Map

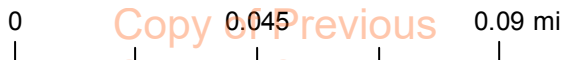
7349 168th Cir NW

Legend

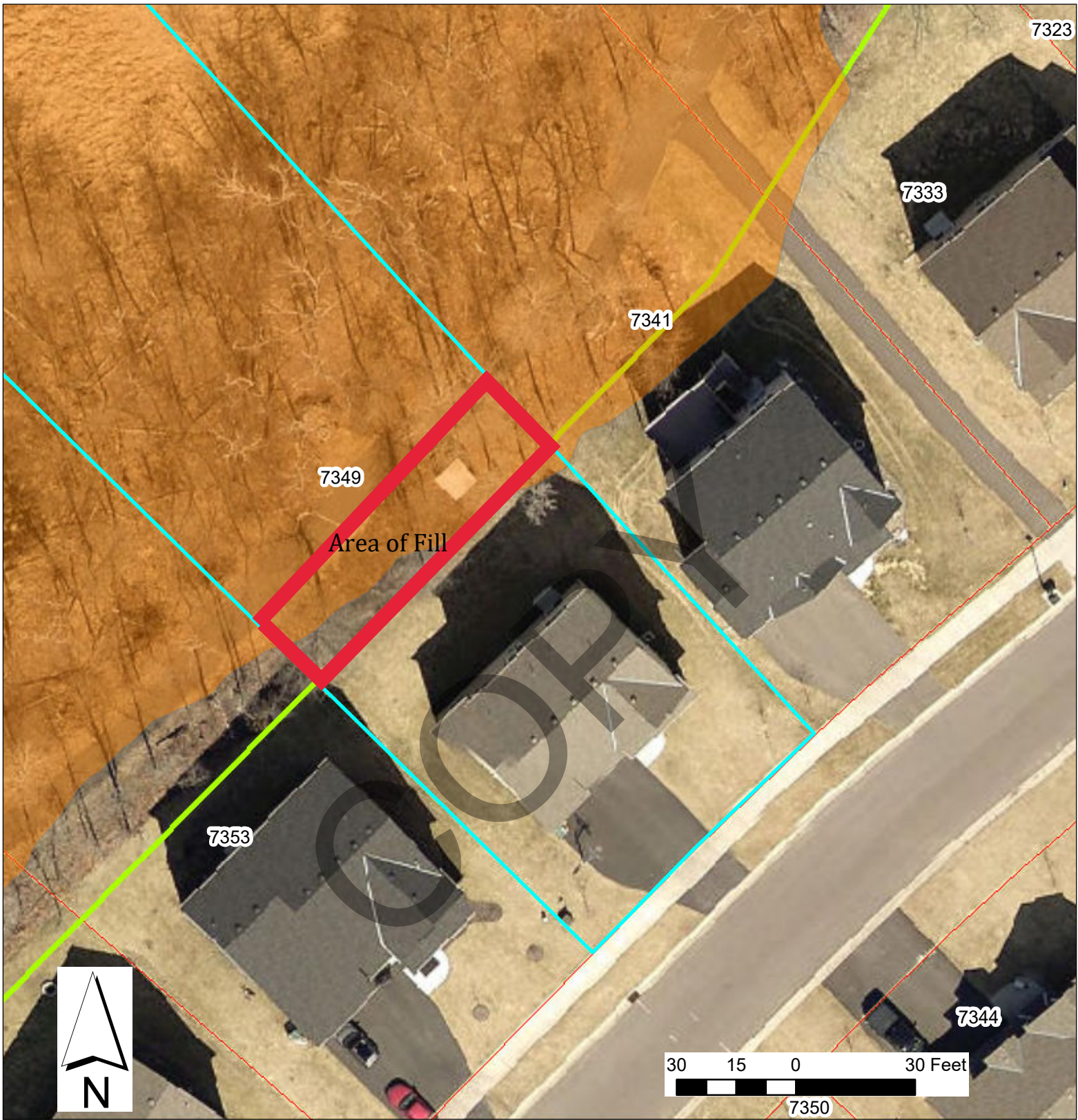
-  Site
-  Parcels



September 15th, 2020



Copy of Previous Council Case




 Conservation Easement

 Parcels

Floodplains

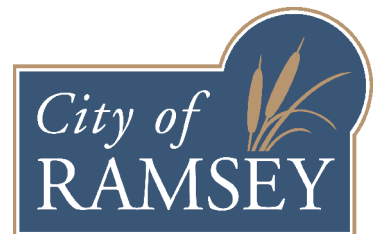
Flood Zone

 Floodplain - Elevation Undetermined

 Floodplain - Elevation Known

Trott Brook Conservation Easement

Copy of Previous
Council Case



Seaman Conservation Easement Options

- Option A – Move Wall and Comply w/Floodplain and Easement
 - No further approvals needed
- Option B – Leave As-Is
 - Floodplain Amendment
 - Application for Map Correction with Fill
 - Floodplain Modelling
 - Conditional Use Permit – Public Hearing
 - Potential for replacement need – volume storage
 - If Owner can obtain a No Rise Certificate, easier path to approval and City can approve without additional agency approval
 - If Owner is not able to obtain a No Rise Certificate, volume would need to be replaced somewhere else (grading) and is a much more extensive review process with FEMA
 - Conservation Easement Vacation/Encroachment
 - Request to Amend Easement to LCCMR (Legislative-Citizen Commission on Minnesota Resources)
 - Staff Time to Process
 - Surveying
 - Legal (amend agreements, etc.)
 - Appraisal (need to pay back account)
 - Replace plantings
- Option C – Meet in the Middle (same as Option B, but lesser impacts)
 - Should have more space between trail and retaining wall (5 feet)

General Talking Points

- Administrative Grading Permit Required
- Should stay out of drainage and utility easements in side yard
- Estimated cost to amend current restrictions = \$5,000 to \$10,000; no guarantee for approval
 - Staff is recommending that the City bear some of the costs (floodplain modeling) due to the broader impacts and/or benefits in administration for future requests

Floodplain Modelling Timeline
7349 168th Cir NW

- August 17: received a version of updated modelling for Trott Brook
- August 17: city staff determined that this modelling was for the stretch of Trott Brook in Sherburne County, not in Ramsey
- August 17: city staff emailed DNR again to inquire about updated modelling specific to Trott Brook in Ramsey
- August 18: received follow up email from DNR asking if the City or LRRWMO had done in more recent modelling
- August 18: city staff sent email to DNR asking if there's no more current modelling, should we be using the 1973 model
- August 18: DNR confirmed that City should use 1973 model
- August 21: city staff sent email to DNR with questions about 1973 model looking for further guidance (e.g. distance of Trott Brook from 1973 model compared to floodplain mapping done in 2015 was different by about 1,000 feet
- August 31: city staff sent follow up email to DNR inquiring if they had had time to review/respond to the questions sent on August 21
- September 15: city staff sent another follow up email asking for responses to questions raised on August 21
- September 16: received response from DNR providing an updated/approved model done when as part of Ermine Blvd in 2009

COPY

L.O.M.A. EXHIBIT

~FOR~ BROOKFIELD LAND, LLC
 ~ OF ~ LOTS 1 THRU 9, BLOCK 1 AND
 LOTS 1 THRU 16, BLOCK 2,
 BROOKFIELD EIGHTH ADDITION

DESCRIPTION OF AREA TO BE REMOVED FROM FLOOD ZONE

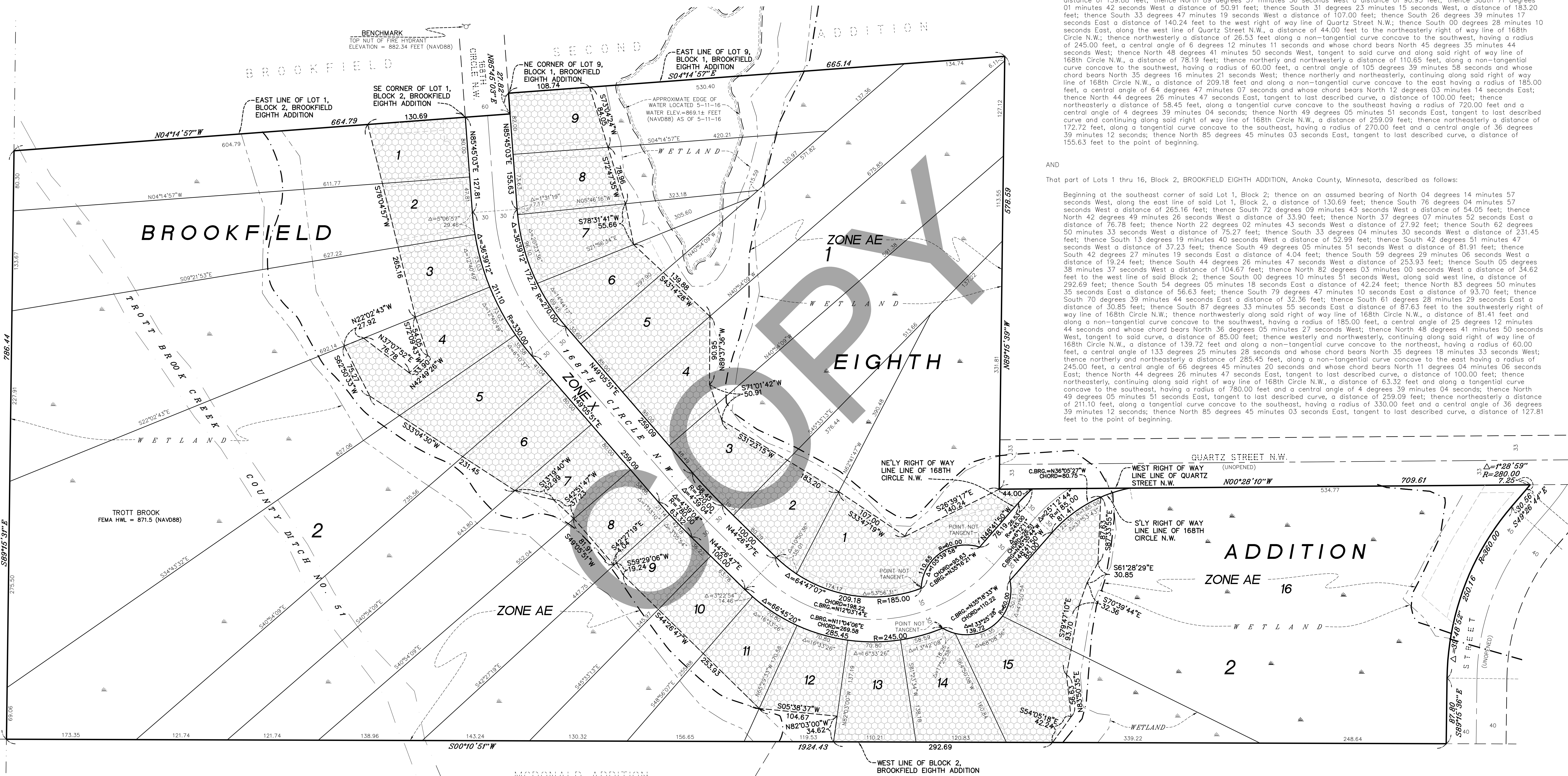
That part of Lots 1 thru 9, Block 1, BROOKFIELD EIGHTH ADDITION, Anoka County, Minnesota, described as follows:

Beginning at the northeast corner of said Lot 9, Block 1; thence on an assumed bearing of South 04 degrees 14 minutes 57 seconds East, along the east line of said Lot 9, Block 1, a distance of 108.74 feet; thence South 73 degrees 04 minutes 24 seconds West a distance of 84.05 feet; thence South 72 degrees 47 minutes 35 seconds West a distance of 78.96 feet; thence South 78 degrees 31 minutes 41 seconds West a distance of 55.66 feet; thence South 43 degrees 14 minutes 28 seconds West a distance of 139.88 feet; thence North 89 degrees 37 minutes 36 seconds West a distance of 90.95 feet; thence South 71 degrees 01 minutes 42 seconds West a distance of 50.91 feet; thence South 31 degrees 23 minutes 15 seconds West, a distance of 183.20 feet; thence South 33 degrees 47 minutes 19 seconds West a distance of 107.00 feet; thence South 26 degrees 39 minutes 17 seconds East a distance of 140.24 feet to the west right of way line of Quartz Street N.W.; thence South 00 degrees 28 minutes 10 seconds East, along the west line of Quartz Street N.W., a distance of 44.00 feet to the northeasterly right of way line of 168th Circle N.W.; thence northwesterly a distance of 26.53 feet along a non-tangential curve concave to the southwest, having a radius of 245.00 feet, a central angle of 6 degrees 12 minutes 11 seconds and whose chord bears North 45 degrees 35 minutes 44 seconds West; thence North 48 degrees 41 minutes 50 seconds West, tangent to said curve and along said right of way line of 168th Circle N.W., a distance of 78.19 feet; thence northerly and northwesterly a distance of 110.65 feet, along a non-tangential curve concave to the southwest, having a radius of 60.00 feet, a central angle of 105 degrees 39 minutes 58 seconds and whose chord bears North 35 degrees 16 minutes 21 seconds West; thence northerly and northeasterly, continuing along said right of way line of 168th Circle N.W., a distance of 209.18 feet and along a non-tangential curve concave to the east having a radius of 185.00 feet, a central angle of 64 degrees 47 minutes 07 seconds and whose chord bears North 12 degrees 03 minutes 14 seconds East; thence North 44 degrees 26 minutes 47 seconds East, tangent to last described curve, a distance of 100.00 feet; thence northeasterly a distance of 58.45 feet, along a tangential curve concave to the southeast having a radius of 720.00 feet and a central angle of 4 degrees 39 minutes 04 seconds; thence North 49 degrees 05 minutes 51 seconds East, tangent to last described curve and continuing along said right of way line of 168th Circle N.W., a distance of 259.09 feet; thence northeasterly a distance of 172.72 feet, along a tangential curve concave to the southeast, having a radius of 270.00 feet and a central angle of 36 degrees 39 minutes 12 seconds; thence North 85 degrees 45 minutes 03 seconds East, tangent to last described curve, a distance of 155.63 feet to the point of beginning.

AND

That part of Lots 1 thru 16, Block 2, BROOKFIELD EIGHTH ADDITION, Anoka County, Minnesota, described as follows:

Beginning at the southeast corner of said Lot 1, Block 2; thence on an assumed bearing of North 04 degrees 14 minutes 57 seconds West, along the east line of said Lot 1, Block 2, a distance of 130.69 feet; thence South 76 degrees 04 minutes 57 seconds West a distance of 265.16 feet; thence South 72 degrees 09 minutes 43 seconds West a distance of 54.05 feet; thence North 42 degrees 49 minutes 26 seconds West a distance of 33.90 feet; thence North 37 degrees 07 minutes 52 seconds East a distance of 76.78 feet; thence North 22 degrees 02 minutes 43 seconds West a distance of 27.92 feet; thence South 62 degrees 50 minutes 33 seconds West a distance of 75.27 feet; thence South 33 degrees 04 minutes 30 seconds West a distance of 231.45 feet; thence South 13 degrees 19 minutes 40 seconds West a distance of 52.99 feet; thence South 42 degrees 51 minutes 47 seconds West a distance of 37.23 feet; thence South 49 degrees 05 minutes 51 seconds West a distance of 81.91 feet; thence South 42 degrees 27 minutes 19 seconds East a distance of 4.04 feet; thence South 59 degrees 29 minutes 06 seconds West a distance of 19.24 feet; thence South 44 degrees 26 minutes 47 seconds West a distance of 253.93 feet; thence South 05 degrees 38 minutes 37 seconds West a distance of 104.67 feet; thence North 82 degrees 03 minutes 00 seconds West a distance of 34.62 feet to the west line of said Block 2; thence South 10 minutes 51 seconds West, along said west line, a distance of 292.69 feet; thence South 54 degrees 05 minutes 18 seconds East a distance of 42.24 feet; thence North 83 degrees 50 minutes 35 seconds East a distance of 56.63 feet; thence South 79 degrees 47 minutes 10 seconds East a distance of 93.70 feet; thence South 70 degrees 39 minutes 44 seconds East a distance of 32.36 feet; thence South 61 degrees 28 minutes 29 seconds East a distance of 30.85 feet; thence South 67 degrees 55 seconds East a distance of 87.63 feet to the southwesterly right of way line of 168th Circle N.W.; thence northwesterly along said right of way line of 168th Circle N.W., a distance of 81.41 feet and along a non-tangential curve concave to the southwest, having a radius of 185.00 feet, a central angle of 25 degrees 12 minutes 44 seconds and whose chord bears North 36 degrees 05 minutes 27 seconds West; thence North 48 degrees 41 minutes 50 seconds West, tangent to said curve, a distance of 85.00 feet; thence westerly and northwesterly, continuing along said right of way line of 168th Circle N.W., a distance of 139.72 feet and along a non-tangential curve concave to the northeast, having a radius of 60.00 feet, a central angle of 133 degrees 25 minutes 28 seconds and whose chord bears North 35 degrees 18 minutes 33 seconds West; thence northerly and northeasterly a distance of 285.45 feet, along a non-tangential curve concave to the east having a radius of 245.00 feet, a central angle of 66 degrees 45 minutes 20 seconds and whose chord bears North 11 degrees 04 minutes 06 seconds East; thence North 44 degrees 26 minutes 47 seconds East, tangent to last described curve, a distance of 100.00 feet; thence northeasterly, continuing along said right of way line of 168th Circle N.W., a distance of 63.32 feet and along a tangential curve concave to the southeast, having a radius of 780.00 feet and a central angle of 4 degrees 39 minutes 04 seconds; thence North 49 degrees 05 minutes 51 seconds East, tangent to last described curve, a distance of 259.09 feet; thence northeasterly a distance of 211.10 feet, along a tangential curve concave to the southeast, having a radius of 330.00 feet and a central angle of 36 degrees 39 minutes 12 seconds; thence North 85 degrees 45 minutes 03 seconds East, tangent to last described curve, a distance of 127.81 feet to the point of beginning.



LEGEND

- DENOTES PROPOSED AREA (AS DESCRIBED) TO BE REMOVED FROM FLOOD ZONE.
- DENOTES DRAINAGE AND UTILITY EASEMENT DEDICATED PER THE RECORDED PLAT OF BROOKVIEW EIGHTH ADDITION.
- DENOTES CURRENT FLOOD ZONE LINE ACCORDING TO FLOOD INSURANCE RATE MAP COMMUNITY NO. 270681 PANEL 0165 SUFFIX E, MAP NUMBER 27003C0165E BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, EFFECTIVE DATE DECEMBER 16, 2015.

NOTES

- Bearings shown are on the Anoka County Coordinate System.
- Surveyed points shown on this survey map is in Flood Zone X (Areas determined to be outside the 0.2% annual chance flood plain), Flood Zone AE (Base Flood Elevations determined). Floodway areas in Zone AE - The floodway is the channel of a stream plus any adjacent flood plain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights. According to Flood Insurance Rate Map Community No. 270681 Panel 0165 Suffix E, Map Number 27003C0165E by the Federal Emergency Management Agency, effective date December 16, 2015.
- Wetland Delineation by Kjolhaug Environmental Services Company.
- Wetland Lines location by E.G. Rud and Sons, Inc August 2016.

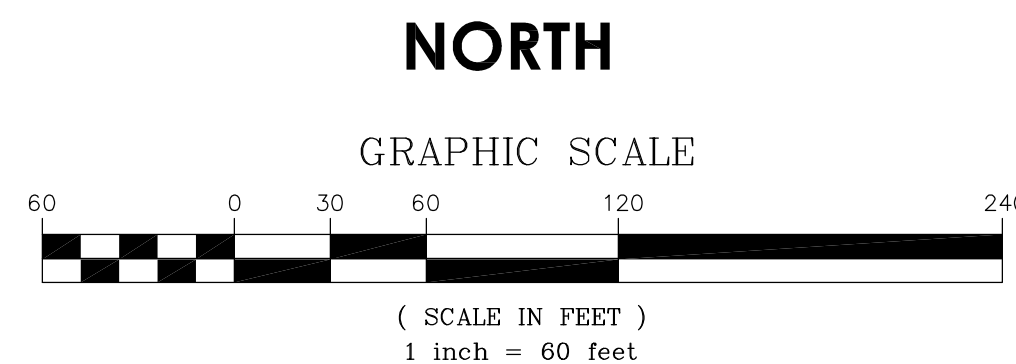
PROPERTY DESCRIPTION

Lots 1 thru 9, Block 1 and Lots 1 thru 16, Block 2, BROOKFIELD EIGHTH ADDITION, Anoka County, Minnesota.

DRAWN BY: JEN	JOB NO: 16343PP	DATE: 03/07/18
CHECK BY: JER	SCANNED <input type="checkbox"/>	
1		
2		
3		
NO. DATE DESCRIPTION BY		

Date: 03-07-18 License No. 41578

E.G. RUD & SONS, INC.
 Professional Land Surveyors
 6776 Lake Drive NE, Suite 110
 Lino Lakes, MN 55014
 Tel. (651) 361-8200 Fax (651) 361-8701





Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION FLOODWAY DETERMINATION DOCUMENT (REMOVAL)

COMMUNITY AND MAP PANEL INFORMATION		LEGAL PROPERTY DESCRIPTION
COMMUNITY	CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA	A portion of Lots 1 through 9, Block 1; and a portion of Lots 1 through 16, Block 2, Brookfield Eighth Addition, as shown on the Plat recorded as Document No. 2176453.001, in the Office of the County Recorder, Anoka County, Minnesota The portion of property is more particularly described by the following metes and bounds:
	COMMUNITY NO.: 270681	
AFFECTED MAP PANEL	NUMBER: 27003C0165E	
	DATE: 12/16/2015	
FLOODING SOURCE: TROTT BROOK		APPROXIMATE LATITUDE & LONGITUDE OF PROPERTY: 45.275503, -93.452408 SOURCE OF LAT & LONG: LOMA LOGIC DATUM: NAD 83

DETERMINATION

LOT	BLOCK/SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
1-9	1	Brookfield Eighth Addition	--	Portion of Property	X (shaded)	--	--	871.5 feet

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

ADDITIONAL CONSIDERATIONS (Please refer to the appropriate section on Attachment 1 for the additional considerations listed below.)

LEGAL PROPERTY DESCRIPTION DETERMINATION TABLE (CONTINUED) INADVERTENT INCLUSION FLOODWAY 1

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Revision for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the described portion(s) of the property(ies) is/are not located in the NFIP regulatory floodway or the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood). This document revises the effective NFIP map to remove the subject property from the NFIP regulatory floodway and the SFHA located on the effective NFIP map; therefore, the Federal mandatory flood insurance requirement does not apply. However, the lender has the option to continue the flood insurance requirement to protect its financial risk on the loan. A Preferred Risk Policy (PRP) is available for buildings located outside the SFHA. Information about the PRP and how one can apply is enclosed.

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

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LETTER OF MAP REVISION FLOODWAY DETERMINATION DOCUMENT (REMOVAL)

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

LEGAL PROPERTY DESCRIPTION (CONTINUED)


Lots 1-9, Block 1:

Beginning at the northeast corner of said Lot 9, Block 1; thence on an assumed bearing of South 04 degrees 14 minutes 57 seconds East, along the east line of said Lot 9, Block 1, a distance of 108.74 feet; thence South 73 degrees 04 minutes 24 seconds West a distance of 84.05 feet; thence South 72 degrees 47 minutes 35 seconds West a distance of 78.96 feet; thence South 78 degrees 31 minutes 41 seconds West a distance of 55.66 feet; thence South 43 degrees 14 minutes 28 seconds West a distance of 139.88 feet; thence North 89 degrees 37 minutes 36 seconds West a distance of 90.95 feet; thence South 71 degrees 01 minutes 42 seconds West a distance of 50.91 feet; thence South 31 degrees 23 minutes 15 seconds West, a distance of 183.20 feet; thence South 33 degrees 47 minutes 19 seconds West a distance of 107.00 feet; thence South 26 degrees 39 minutes 17 seconds East a distance of 140.24 feet to the west right of way line of Quartz Street N.W.; thence South 00 degrees 28 minutes 10 seconds East, along the west line of Quartz Street N.W., a distance of 44.00 feet to the northeasterly right of way line of 168th Circle N.W.; thence northwesterly a distance of 26.53 feet along a non-tangential curve concave to the southwest, having a radius of 245.00 feet, a central angle of 6 degrees 12 minutes 11 seconds and whose chord bears North 45 degrees 35 minutes 44 seconds West; thence North 48 degrees 41 minutes 50 seconds West, tangent to said curve and along said right of way line of 168th Circle N.W., a distance of 78.19 feet; thence northerly and northwesterly a distance of 110.65 feet, along a non-tangential curve concave to the southwest, having a radius of 60.00 feet, a central angle of 105 degrees 39 minutes 58 seconds and whose chord bears North 35 degrees 16 minutes 21 seconds West; thence northerly and northeasterly, continuing along said right of way line of 168th Circle N.W., a distance of 209.18 feet and along a non-tangential curve concave to the east having a radius of 185.00 feet, a central angle of 64 degrees 47 minutes 07 seconds and whose chord bears North 12 degrees 03 minutes 14 seconds East; thence North 44 degrees 26 minutes 47 seconds East, tangent to last described curve, a distance of 100.00 feet; thence northeasterly a distance of 58.45 feet, along a tangential curve concave to the southeast having a radius of 720.00 feet and a central angle of 4 degrees 39 minutes 04 seconds; thence North 49 degrees 05 minutes 51 seconds East, tangent to last described curve and continuing along said right of way line of 168th Circle N.W., a distance of 259.09 feet; thence northeasterly a distance of 172.72 feet, along a tangential curve concave to the southeast, having a radius of 270.00 feet and a central angle of 36 degrees 39 minutes 12 seconds; thence North 85 degrees 45 minutes 03 seconds East, tangent to last described curve, a distance of 155.63 feet to the point of beginning

Lots 1-16, Block 2:

Beginning at the southeast corner of said Lot 1, Block 2; thence on an assumed bearing of North 04 degrees 14 minutes 57 seconds West, along the east line of said Lot 1, Block 2, a distance of 130.69 feet; thence South 76 degrees 04 minutes 57 seconds West a distance of 265.16 feet; thence South 72 degrees 09 minutes 43 seconds West a distance of 54.05 feet; thence North 42 degrees 49 minutes 26 seconds West a distance of 33.90 feet; thence North 37 degrees 07 minutes 52 seconds East a distance of 76.78 feet; thence North 22

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.


Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

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Washington, D.C. 20472

LETTER OF MAP REVISION FLOODWAY DETERMINATION DOCUMENT (REMOVAL)


ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

degrees 02 minutes 43 seconds West a distance of 27.92 feet; thence South 62 degrees 50 minutes 33 seconds West a distance of 75.27 feet; thence South 33 degrees 04 minutes 30 seconds West a distance of 231.45 feet; thence South 13 degrees 19 minutes 40 seconds West a distance of 52.99 feet; thence South 42 degrees 51 minutes 47 seconds West a distance of 37.23 feet; thence South 49 degrees 05 minutes 51 seconds West a distance of 81.91 feet; thence South 42 degrees 27 minutes 19 seconds East a distance of 4.04 feet; thence South 59 degrees 29 minutes 06 seconds West a distance of 19.24 feet; thence South 44 degrees 26 minutes 47 seconds West a distance of 253.93 feet; thence South 05 degrees 38 minutes 37 seconds West a distance of 104.67 feet; thence North 82 degrees 03 minutes 00 seconds West a distance of 34.62 feet to the west line of said Block 2; thence South 00 degrees 10 minutes 51 seconds West, along said west line, a distance of 292.69 feet; thence South 54 degrees 05 minutes 18 seconds East a distance of 42.24 feet; thence North 83 degrees 50 minutes 35 seconds East a distance of 56.63 feet; thence South 79 degrees 47 minutes 10 seconds East a distance of 93.70 feet; thence South 70 degrees 39 minutes 44 seconds East a distance of 32.36 feet; thence South 61 degrees 28 minutes 29 seconds East a distance of 30.85 feet; thence South 87 degrees 33 minutes 55 seconds East a distance of 87.63 feet to the southwesterly right of way line of 168th Circle N.W.; thence northwesterly along said right of way line of 168th Circle N.W., a distance of 81.41 feet and along a non-tangential curve concave to the southwest, having a radius of 185.00 feet, a central angle of 25 degrees 12 minutes 44 seconds and whose chord bears North 36 degrees 05 minutes 27 seconds West; thence North 48 degrees 41 minutes 50 seconds West, tangent to said curve, a distance of 85.00 feet; thence westerly and northwesterly, continuing along said right of way line of 168th Circle N.W., a distance of 139.72 feet and along a non-tangential curve concave to the northeast, having a radius of 60.00 feet, a central angle of 133 degrees 25 minutes 28 seconds and whose chord bears North 35 degrees 18 minutes 33 seconds West; thence northerly and northeasterly a distance of 285.45 feet, along a non-tangential curve concave to the east having a radius of 245.00 feet, a central angle of 66 degrees 45 minutes 20 seconds and whose chord bears North 11 degrees 04 minutes 06 seconds East; thence North 44 degrees 26 minutes 47 seconds East, tangent to last described curve, a distance of 100.00 feet; thence northeasterly, continuing along said right of way line of 168th Circle N.W., a distance of 63.32 feet and along a tangential curve concave to the southeast, having a radius of 780.00 feet and a central angle of 4 degrees 39 minutes 04 seconds; thence North 49 degrees 05 minutes 51 seconds East, tangent to last described curve, a distance of 259.09 feet; thence northeasterly a distance of 211.10 feet, along a tangential curve concave to the southeast, having a radius of 330.00 feet and a central angle of 36 degrees 39 minutes 12 seconds; thence North 85 degrees 45 minutes 03 seconds East, tangent to last described curve, a distance of 127.81 feet to the point of beginning.

DETERMINATION TABLE (CONTINUED)

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)

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LETTER OF MAP REVISION FLOODWAY DETERMINATION DOCUMENT (REMOVAL)


ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

LOT	BLOCK/ SECTION	SUBDIVISION	STREET	OUTCOME WHAT IS REMOVED FROM THE SFHA	FLOOD ZONE	1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88)	LOWEST ADJACENT GRADE ELEVATION (NAVD 88)	LOWEST LOT ELEVATION (NAVD 88)
1-16	2	Brookfield Eighth Addition	--	Portion of Property	X (shaded)	--	--	871.5 feet

INADVERTENT INCLUSION IN THE FLOODWAY 1 (PORTIONS OF THE PROPERTY REMAIN IN THE FLOODWAY) (This Additional Consideration applies to the preceding 2 Properties.)

A portion of this property is located within the National Flood Insurance Program (NFIP) regulatory floodway for the flooding source indicated on the Determination Document, while the subject of this determination is not. The NFIP regulatory floodway is the area that must remain unobstructed in order to prevent unacceptable increases in base flood elevations. Therefore, no construction may take place in an NFIP regulatory floodway that may cause an increase in the base flood elevation, and any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management. The NFIP regulatory floodway is provided to the community as a tool to regulate floodplain development. Therefore, the NFIP regulatory floodway modification described in the Determination Document, while acceptable to the Federal Emergency Management Agency (FEMA), must also be acceptable to the community and adopted by appropriate community action, as specified in Paragraph 60.3(d) of the NFIP regulations. Any proposed revision to the NFIP regulatory floodway must be submitted to FEMA by community officials. The community should contact either the Regional Director (for those communities in Regions I-IV, and VI-X), or the Regional Engineer (for those communities in Region V) for guidance on the data which must be submitted for a revision to the NFIP regulatory floodway. Contact information for each regional office can be obtained by calling the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or from our web site at <http://www.fema.gov/about/regoff.htm>.

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 Luis V. Rodriguez, P.E., Director
 Engineering and Modeling Division
 Federal Insurance and Mitigation Administration

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

The Ramsey Planning Commission conducted a regular meeting on Thursday, November 5, 2020, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Randy Bauer
 Commissioner Bruce Anderson
 Commissioner Cheri Gengler
 Commissioner Eric Peters
 Commissioner Gary VanScoy
 Commissioner Matt Woestehoff

Members Absent: Commissioner Torrey Johnson

Also Present: Senior Planner Chloe McGuire Brigl
 Deputy City Administrator Tim Gladhill
 Planning Technician Brian McCann

1. CALL TO ORDER

Chairperson Bauer called the regular meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

Chairperson Bauer led the group in the Pledge of Allegiance.

3. CITIZEN INPUT

None.

4. APPROVAL OF AGENDA

Motion by Commissioner Peters, seconded by Commissioner Anderson, to approve the agenda as presented.

A roll call vote was performed:

Commissioner Peters	aye
Commissioner Anderson	aye
Commissioner Woestehoff	aye
Commissioner Gengler	aye
Commissioner VanScoy	aye

6.03: Public Hearing: Review Conditional Use Permit Request for Fill within a Floodplain at 6349 168th Circle NW; Case of John and JoDell Seaman

Public Hearing

Senior Planner McGuire Brigl commented that 11 written comments in support were entered into the record and provided to the Commission prior to the meeting.

Chairperson Bauer called the public hearing to order at 7:44 p.m.

Presentation

Senior Planner McGuire Brigl presented the staff report and stated that due to the degree of policy/legislative discretion of this case, staff needs policy direction from the Commission and has forwarded this case in the event that the Commission is ready to make a contingent recommendation. The applicant is willing to extend the application period if more information is necessary. At the end of the day, staff felt it was important to discuss with the Commission due to the time it has taken to get to this point. Staff desired to ensure that the current direction to find a compromise solution is still appropriate before investing more staff resources into this project.

Commissioner Anderson asked if this floodplain is part of the 100-year floodplain and the chances of this area flooding.

Senior Planner McGuire Brigl confirmed that this area is part of the 100-year floodplain. She stated that a 100-year floodplain equates to a one percent chance of flooding during a year.

Commissioner Anderson stated that he would be more concerned on whether this would alert the flow of water. He asked if there have been comments received from the DNR.

Deputy City Administrator Gladhill stated that this is a backyard, and it would not impact a structure. He stated that the chances of flooding are minimal. He stated that there have been

numerous conversations with the DNR Floodplain Manager and the fact that this is before the Commission shows that there is a path to approval, if desired. He stated that the watershed was not consulted because the disturbance is under the one-acre threshold. He noted that the City, DNR and FEMA have been involved in the review of this request.

Commissioner Anderson asked if the necessary approvals were gained from the City for the retaining wall construction.

Senior Planner McGuire Brigl replied that there were no approvals for the retaining wall. She stated that a contractor did reach out last year and staff noted the necessary regulations and that a wall over four feet requires a permit. She stated that originally the wall was measured at four feet tall, but one layer of brick has since been removed to come under that height. She stated that the DNR has helped staff find a path to approval but does not provide recommendations. She explained that the DNR is available as a tool and resource but does not make a recommendation or approval.

Chairperson Bauer asked the options that would be available if this were approved and the calculations come back above zero percent rise.

Senior Planner McGuire Brigl replied that staff is hopeful that the results will show a 0.0 percent rise, but if rise is created the applicant could completed remediation of the rise elsewhere to mitigate that rise.

Chairperson Bauer stated that this intrudes on a portion of the conservation and trail easement and asked what would need to be reimbursed.

Senior Planner McGuire Brigl replied that the City on occasion vacates drainage and utility easements but does not typically vacate conservation easements. She estimated that the cost would be about \$1,000 and staff would recommend that the homeowner pay that amount.

Commissioner VanScoy stated that staff indicated that the applicant did not obtain a building permit for the wall and indicated that a contractor contacted the City in advance. He asked if the applicant was aware that they were building a retaining wall in a conservation easement and floodplain and still proceeded.

Senior Planner McGuire Brigl suggested that the applicant answer that question.

Commissioner Anderson stated that perhaps neighboring property owners would want to construct retaining walls and asked if those property owners would also need to obtain CUPs.

Senior Planner McGuire Brigl confirmed that a CUP would be required along with vacation of the conservation and trail easement. She stated that the easement varies from site to site and some property owners have more usable backyard space outside of the easement.

Councilmember Musgrove referenced the letter sent to the residents and asked if the Commission has a copy of that letter. She felt that the information in the letter could be helpful to clarify some

of the questions. She asked if there are not other violations to the floodplain because of the variations to the floodplain.

Senior Planner McGuire Brigl replied that there are a lot of structures close to the easement and along the trail. She noted that staff completed a high-level analysis, and they encroach, most are one to two feet into the easement, and there were no unpermitted structures. She stated that some things, such as swing sets will need to be moved and the property owners have been alerted to that. She stated that the larger structures did not appear to encroach.

Councilmember Musgrove asked if this is land that the property owner owns and pays taxes on but cannot do anything on because of the easement.

Senior Planner McGuire Brigl confirmed that to be true. She commented that it is very common in more rural areas. She stated that almost all properties have drainage and utility easements around the property lines. She noted that properties along other features such as the river, a bluff, or wetland have similar restrictions.

Councilmember Musgrove commented that the difference she would see in this case is that the City received funds for the easement.

Councilmember Woestehoff asked for more information on a holistic approach for the neighborhood as he felt that this situation could come forward again. He commented that there is a steep drop and there are not enough trees on the hillside to prevent the constant runoff. He asked if the easement could match the floodplain or trail itself.

Senior Planner McGuire Brigl stated that is something staff would like to bring to the City Council as it seems more logical for the conservation boundary to follow two or three feet off the trail. She noted that would require repayment of the funds. She stated that when people purchase a home in this area the easement is on the title documents, but it has been said that builders and realtors are not alerting buyers to that.

Commissioner VanScoy asked whom the City would pay back for a change to the easement.

Deputy City Administrator Gladhill stated that there is a funding pot allocated by the State Legislature which provides funding for this type of activity. He commented that the easement was acquired for about \$75,000 in 2005 but recognized that would be a higher value today. He stated that there is a process outlined for vacating that type of easement that would come along with a valuation.

Commissioner VanScoy asked who was paid \$75,000 for the easement.

Deputy City Administrator Gladhill stated that the City secured the easement rights from the property owner at the time, Oakwood Land Development. He stated that the easement allowed the City to have the trail and obtain the easement which helps to protect the corridor.

Commissioner VanScoy stated that it is his understanding that taxes are based on the value of the home and property and not based on the size of the lot.

Deputy City Administrator Gladhill confirmed that to be generally correct. He stated that encumbrances on property typically have some impact on land values.

Commissioner VanScoy commented that he has a one-acre lot but about 75 percent of the lot is encumbered by wetland and buffer area, but the value of his home is still comparable to the other lots/homes in his development.

Citizen Input

JoDell Seaman, applicant, stated that Capstone told them that they could do what they wanted up to the middle of the brook and they experience continuous washouts on their property. She stated that she has sent multiple emails to City staff about the issue and their communication with Capstone related to that washout and trees falling onto their property and the trail. She stated that the email from staff to the contractor stated that they could go about 25 to 30 feet from their home and would need to work around the easement. She stated that the builder told them that he came to the City and identified the location they could use. She stated that they have cleaned up trees that have fallen, unaware of the easement. She stated that they were also unaware that a permit would be needed as they were under four feet. She stated that in the spots on the wall that reached four feet, they removed the top layer of brick. She stated that there are trees removed, retaining walls and fire pits that are within the easement throughout that area. She stated that they were not attempting to create additional land use in their backyard but are trying to correct the problems they experience from washout and trees falling. She stated that they want to plant additional trees to replace those that have fallen. She stated that she was not made aware of the different aspects of their yard until this process. She commented that the easement on their property comes up to ten feet from their home. She stated that if she were aware that this issue was the responsibility of the City, she would have placed the burden on the City. She commented that they feel that they were setup for failure from the beginning with the grading of the site.

Councilmember Musgrove asked the number of trees that have fallen in the applicant's backyard. She noted that it also appears that there are a number of dead trees in the neighboring lot.

Mr. Seaman replied that three or four trees have fallen in their yard and they removed one additional tree because of unsafe conditions.

Mrs. Seaman stated that the neighboring property owner pleaded with Capstone about the dead trees and she was told by both Capstone and the City that the trees could not be removed. She commented that one of those dead trees actually hit the neighbor's home and caused damage. She stated that following that incident the neighbor was allowed to remove the dead trees in that area at their expense. She stated that she has now found out that trees removed could result in a fine to the property owner but explained that those trees were removed because they were hazards and caused unsafe conditions.

Justin Gross, 7344 168th Circle Drive NW, commented that he supports the retaining wall. He commented that it looks nice. He echoed the comment that there are a lot of dead trees that need to be removed. He noted that snow removal could be pushed to the other side of the trail. He stated that he supports this request.

Cindy Schulwalter, 6967 170th Trail, stated that she purchased a lot and found that it would not support a walkout rambler therefore they relinquished that lot to the builder and purchased a walkout rambler that was already constructed. She stated that she was never told that there were restrictions on the property and had been told that they could do whatever they wanted up to the middle of the brook. She stated that she was told it was her land to do what she wanted. She stated that when the neighborhood was first realized there was an association but was glad to find out that the association is no longer in existence. She stated that although the trail is nice, it also causes nuisance. She stated that she has now found out that the easement area is not their land to do what they want with but if someone is injured on their property, they would be responsible. She stated that there is also an old dump in that area which is hazardous. She stated that if the City wants the property of the easement, it should complete the maintenance as large tree limbs often fall. She stated that trees were damaged by the creation of that trail and continue to die. She stated that it has been frustrating to find out that there are encumbrances on the property, along with the problems they have with erosion. She stated that it was written into their purchase agreement that if there were issues with erosion the builder would need to construct retaining walls in the back and side yards, but the builder did not fulfill that agreement. She stated that they have also found out that after the builder received the certificate of occupancy, additional fill was brought into the site. She stated that when they brought the issue to the attention of City staff, about the grade that exceeds 20 percent, staff came to the property and she was told to “go inside and let the men talk about it”. She stated that she is upset about this issue. She stated that she has one retaining wall even though they need a second retaining wall, which the builder refuses to complete, and she has now been alerted by the City would not be allowed. She asked if the reference to altering the line of the easement would align with the floodplain. She noted that a majority of her backyard is floodplain.

Senior Planner McGuire Brigl explained that the easement would not be extended and would only be reduced if that were to be the direction of the Council. She stated that in spaces where more easement exists further than the trail, it could perhaps be adjusted to within two or three feet of the trail.

Ms. Schulwalter stated that she has backyard on both sides of the trail.

Senior Planner McGuire Brigl stated that if an adjustment is made it would only be made to the backyard side of the trail.

Deputy City Administrator Gladhill stated that the conservation and trail easement is shown on all property titles and the City is considering a compromise to pull back the easement and follow the southern boundary of the trail to allow property owners to maximize the usable backyard space. He stated that the north side of the trail contains considerable floodplain and wetlands therefore there would still be restrictions on use in that area. He stated that if the entire conservation and

trail easement were vacated it would have a potential cost of \$100,000 and there would still be other restrictions from the wetlands and floodplain.

Ms. Schulwalter asked the point of the easement if the land is already protected.

Deputy City Administrator Gladhill replied that it provides an extra layer of protection for the scenic area in terms of vegetative management and of the tree canopy cover.

Ms. Schulwalter commented that if the City wants that easement, it needs to manage that area. She stated that there are dying trees everywhere in the easement with large branches that fall onto the trail daily.

Deputy City Administrator Gladhill stated that staff can talk about a forestry management plan. He stated that if there is a safety hazard, that can be discussed as there are opportunities for vegetative management. He stated that is part of the broader neighborhood discussion that will be held and would like to focus the discussion tonight on the question of floodplain fill.

Ms. Schulwalter stated that they have been told by City workers that they appreciate the residents taking care of the lawn areas as it results in less work for them. She stated that after she moved in, she submitted a complaint via email as tree trimming was completed and the branches were left in her yard.

Josh Schulwalter, 7341 168th Circle NW, commented that he experiences dead tree fall in their yard and have additional dead trees. He stated that they also have washout in their yard because of the grading. He stated that they installed a fence on their property to prevent cyclists from going into their yard from the trail. He stated that Capstone told them that the path could not be obstructed but they were not advised of the floodplain or easement. He stated that the path is better because of the retaining wall and the people are not attempting to impede on the path but make it nicer for the community.

Tim Tyler, 7323 168th Circle, asked if the City does a survey when they plan to build a community.

Chairperson Bauer replied that the developer is responsible for preparing those plans and marking those restrictions.

Mr. Tyler commented that it was then the responsibility of Capstone to alert potential buyers of the restrictions. He asked for clarification on the ownership of the land within the easement.

Deputy City Administrator Gladhill replied that the City holds an easement on top of private property and the easement gives the City certain rights. He stated that Capstone was required to do additional surveying and submit the information to FEMA, which is reflected on the certificate of survey.

Senior Planner McGuire Brigl stated that the City keeps records of surveys but does not complete the surveying itself.

Ben Pearson, 7371 168th Circle, thanked the Commission for taking the time to consider this request. He stated that he used to do professional landscaping and built retaining walls. He stated that the wall built by the applicant is a fine example of a professionally built wall and is a great addition to the neighborhood. He stated that it is his understanding that the only reason this is before the Commission is a result of a complaint. He noted that he is unsure that is the case and instead feels that this is an instance of the City wanting to play “big brother” and tell people what they can do on their own property. He commented that he does not believe the statement that the property value takes into account the encumbrance. He stated that his lot is smaller but is still valued the same as larger lots without the easement, while those properties owners get a lot more use of their lot. He stated that there are three massive oak trees on his property that have oak wilt and will die and impact other trees on the property. He stated that the property owner has a right to remove trees within the easement if there is an issue with safety. He stated that he has already removed two trees on his property in the easement because they were dead, and it was a hazard. He stated that he never would have purchased this property if he knew that this would be the case.

Chairperson Bauer commented that it is the responsibility of the City to enforce code violations. He stated that he does not have the background information about a complaint and noted that typically the City does not proactively look for violations.

Mr. Pearson commented that this is a small retaining wall that will not alter the floodplain.

Kendall Pane, 7336 168th Circle NW, stated that she wrote a letter of support. She echoed the comments of Mr. Pearson that a mountain has been made out of a molehill. She felt that the property owners pay taxes based on their lot size. She stated that even if a portion of the property is wetland, it still adds value to the property even if it is unusable. She stated that the applicant is paying taxes on the property and the wall does not encroach on the path. She supported the idea of the City adjusting the easement to match the path as there is a lot of confusion as to property rights. She stated that the wall has been built and did not see a benefit in making the property owners take the wall down. She asked the City to find a way to move forward that does not require the applicants to remove the wall.

Ms. Schulwalter stated that if the property owners are not going to be able to do anything with their land, she would like the money for that land and the City own it outright rather than have that easement.

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

A roll call vote was performed:

Commissioner Woestehoff	aye
Commissioner Anderson	aye
Commissioner Peters	aye
Commissioner VanScoy	aye
Commissioner Gengler	aye
Chairperson Bauer	aye

Motion Carried.

Chairperson Bauer closed the public hearing closed at 8:58 p.m.

Commission Business

Commissioner VanScoy stated that the retaining wall is close to the trail and asked if there would be an impact to snow removal.

Deputy City Administrator Gladhill stated that the placement is not ideal but manageable. He stated that there would be more concern if this was the situation along the entire corridor as they prefer to see things at least two feet from the trail.

Motion by Commissioner Anderson, seconded by Commissioner Peters, to recommend that City Council adopt Resolution #20-256 approving the Conditional Use Permit for floodplain fill at 7349 168th Circle NW.

A roll call vote was performed:

Commissioner Woestehoff	aye
Commissioner Gengler	aye
Commissioner Anderson	aye
Commissioner Peters	aye
Commissioner VanScoy	aye
Chairperson Bauer	aye

Motion Carried.

Commissioner VanScoy stated that there were a lot of concerns and issues raised tonight by residents and asked how staff intends to address those.

Deputy City Administrator Gladhill stated that additional information has been provided to homeowners in attempt to be more proactive, similar to what they do for river corridor property owners. He stated that they can continue to respond to individual requests as they come forward. He stated that staff is also going to seek direction from the Council in order to make the regulations easier to interpret. He stated that staff will also gain a better understanding of the financial impact to adjusting the easement and will bring that forward for Council consideration as well.

7. COMMISSION BUSINESS

7.01: Review Concept Plan for Rivenwick 4th Addition; Case of Lennar for Rivenwick 4th Concept Plan (Project 20-134)

Presentation

Concerned Resident and Taxpayer
Brookside Development
Ramsey, MN 55303
October 26, 2020

City of Ramsey Planning Commission
7550 Sunwood Drive NW
Ramsey, MN 55303

Ramsey Planning Commission Members:

As a neighbor of John and JoDell Seaman, I am highly disappointed that the city's planning commission has taken such a long time to resolve the issue of their retaining wall. They are property owners and taxpayers, and want to improve the use of their own backyard. Many of us neighbors would be blindsided by the city telling us we have to tear down a retaining wall that we invested money and time in building. I cannot imagine the stress and burden this has caused the Seaman family. I would imagine the city has more pressing matters and better ways to improve life for all residents of this city rather than continuing to make this matter a pain for the Seaman family. In my opinion- which I am sure many of our other neighbors share- as the property owners, they should have the right to do what they feel is appropriate to improve their yard. I could understand if they tore down trees on the other side of the path, or interfered with the walking path behind their house, but they did not. There are many other eyesores on residential property around the city of Ramsey, and their retaining wall is not one of them. I have also seen many residents along the path that have cut down trees, built fences etc. so it seems unfair to target the retaining wall.

In summary, the Seaman family have been wonderful neighbors, are not harming anyone with their retaining wall and deserve to have this issue put to rest so they can move on with improving the quality of their yard space that they own and pay taxes on.

Thank you,

A caring and concerned neighbor.
Kendal Payne
7336 168th Cir NW
Ramsey, MN 55303

Attn: Planning Commission

I received a letter in the mail concerning a neighbor's wall built along the trail behind the Brookfield Development and would like to express my thoughts.

My family lives at 7333 168th Cir. NW, 2 houses away from the Seamans. Our family walks the trail often and is so thankful for the city providing trails and parks in our community.

As far as the wall in question goes, our family believes it made perfect sense this family built a wall. Our yard has a much smaller slope toward the trail and we're currently struggling with a washed out back yard. We've added dirt and grass and still have interesting divots where water drains from toward the street through our yard and across the trail. Feel free to come take a look. We can't even imagine what would happen if we were dealing with a greater slope.

It's also interesting to my husband, Joe, and I that our "yard" doesn't go all the way to the trail. When purchasing this house we understood the protected wetland to begin across the trail. It's likely this just wasn't clear to us, but would have been extremely helpful to know upon the purchase.

Our experience of the Seaman family are that they keep a well kept home and lawn. We were thrilled to see their project underway as this has kept debris from sliding onto the trail. When we walk the trail, there are many yards that provide such debris which is not our favorite when our kids are riding hoverboards, bikes and/or rollerblades and slip and fall.

I'm hopeful your team will consider their attempt at solving a messy problem with some great landscaping as the obvious conclusion from any great, level-headed Ramsey resident.

Thank you for taking time to read this...and thank you for working hard on behalf of our great city.

Michelle Boyd

November 3, 2020

City of Ramsey
Planning Commission
7550 Sunwood Dr NW
Ramsey, MN 55303

Ramsey Planning Commission:

As residents of the Brookfield 8th Addition, we wish to show our support for the Seaman family at 7349 168th Cir NW and the improvements they have tried to make to their property this summer. It appears to us that they have done nothing differently than many other residents along the Trott Brook Trail, those being building sheds, pools, retaining walls, etc.

We have heard easements mentioned pertaining to the 8th Addition properties. As homeowners in this addition we were not aware of any such easements to our property and how they would affect us.

We encourage you to grant this family the ability to complete their improvement project as they have been at a standstill for far too many months. These additions will only increase the appearance along this scenic nature trail.

Thank you for your time and attention.

Craig and Deb Hanson
7350 168th Cir NW
Ramsey, MN 55303

To Whom It May Concern:

We are writing this note in support of the retaining wall at 7349 168th Cir NW. As neighbors we walk the path along Trott Brook often and see many creative and beautiful landscaped yards done by our fellow neighbors. We were impressed with the retaining wall built by the Seamans, not only with how attractive it is but also with how well structurely it was built. The path often has leaves, dirt and debris on it but it seems the area around the retaining wall stays pretty clear of those things. We have no concerns with any of the landscaping along the path including the retaining wall.

Matt & Catti Knapp
7158 167th Terrace NW
Ramsey, MN 55303

763-482-9162
mtoknapp88@yahoo.com
651-592-9772
catknapp11@comcast.net

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City Planning,

My husband, Drew Moldenhauer, and I have been living in the Brookfield Development for about 3 years. We enjoy walking the path often with our dogs and have seen a lot of changes and improvements happen with the pathway and with our neighbors yards over the years. Some of these changes include added gardens, fences and sheds, which all appear to be right alongside the pathway and within the easement. The retaining wall built at the Seaman's is just another of the many changes we have seen, except the retaining wall is beautifully constructed and adds value to a property of a tax-paying family. It looks nice, the weeds are gone and they kept the few viable trees that weren't dead or dropping large limbs onto the path. We support the Seaman's and have no issue with the wall. There is no need to force this family to deconstruct their retaining wall.

Amanda Moldenhauer
7296 168th Circle NW
Ramsey, MN. 55303
Cell: 763.244.9246

7383 168th Circle NW
Ramsey, MN 55303
952-715-2741

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Dear City Planning Board:

We see that the Seaman Retaining wall is on your agenda for 11-5-2020. We would like to put our input in as we walk this path everyday. Over the years we have seen many changes, some by home owners and some by nature. We have seen trees and limbs fall on the path, we see washout in many different places that pour out onto the path and into the north side of the path. We see trees being cut down, sheds, pools, fences etc all close to the path in the Brookfield Development. We walked past the Seaman's daily as they were out building and trying to stop the erosion from spilling onto the path and to try and save what trees they could. They continuously kept the path clean not only during the construction but by building this wall it's helped make the path cleaner and safer. We actually wish more yards would have something like this to make the path cleaner and safe for all who frequent it daily. We are in favor of the wall/structure staying in place and hope that this can be resolved soon.

Thanks for taking into consideration and listening to your community members.

Sincerely,
Donna Nelson
16420 Quartz St NW
Ramsey, MN 55303

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To Whom It May Concern,

I am writing to you in support of the Seaman Family and the retaining wall they recently installed in their backyard along the walking path.

As a resident of 168th Circle, my family frequents that path and routinely struggles to enjoy our family walks as we push strollers over sticks, logs and large amounts of debris. The Seamans' retaining wall has prevented this debris along their lot line and, in my opinion, has made that area of the walking path more enjoyable. The city should be less concerned with the residents who are trying to make this area more enjoyable, and more concerned with maintaining the parts of the path where the residents are not proactively taking care of the path.

The easements that are in question were never communicated to the residents of 168th Circle. As elected officials who "work for the residents of Ramsey" you have a duty to listen to our opinion and our wishes. Our voices should be heard on decisions made with the land we own and pay taxes on.

Sincerely,

Hanna and Max Pryor

7383 168th Circle NW

Ramsey, MN 55303

952-715-2741

Copy of Previous
Council Case

Dear Planning Committee,

We are writing to you today based on the letter we received about the Seaman's wall and Easement. We wanted to let you know that we are in agreement with our neighbors putting in the retaining wall and hope that it can stay in place for many various reasons. One reason, we are happy that they spent the time, effort, and money by putting this wall in as it has decreased the erosion issues we have been experiencing since move in between our two yards. We have both had to bring in dirt and new sod over the past 3 years to fix the issue of the grading that the city approved of and gave the final stamp to the builder. We had contacted the builder and city multiple times to get assistance and never did. We have continued to try and deal with this personally between the two families. Second, Trees have fallen in our yards, on the path and one on our house due to this erosion and rotting. Requests were put into the city to remove the trees, but the city declined removal resulting in the falls and damage to our home. This resulted in both of us spending hours cleaning it up ourselves and paying a company to come out to help with removal. If we had known this was the cities problem, we could have saved ourselves hundreds of dollars. Does the city plan on paying us back since it is in the easement and we could have gotten in trouble for removing? All we have been trying to do is keep it safe for those walking, riding etc. on the path. Third, with the yard erosion so bad due to the way the city checked off the grading and basically set us up as home owners for failure we have had to put thousands extra into multiple areas to get our deck built to code and had to have things built up way more than the builder expected because he couldn't see all the erosion when he first came out. Fourth, We run a home for adults with disabilities and we walk the path daily and have done so since moving in, there is continuous dirt, debris, sticks, holes and more on the path up and down. Which is overly concerning to us and is a safety Hazard. The one thing that has been great ever since our neighbors put up the wall is it looks cleaner and the pathway is well taken care of, so we do not worry about the safety in that area. The dirt continues to slide in our yard and onto the path that we must clean but we have noticed the neighbors has stopped due to the wall. So, we ask the city what are you going to do with this since it is an easement that we know we cannot touch but we continue to struggle with the same problems? Fifth, we also ask and question why up and down the path trees have been taken down, sheds that touch the path, spots on the north side of the path being cleared and have a fire pit, chairs and more. All for look and enjoyment. All while we as neighbors are truly trying to solve a problem. Sixth, being their neighbor, we love how clean their yard and the path looks since trying to fix these issues. Plus, it is not even finished, we know more trees and other like agriculture were going in. Not to mention, it has helped the other trees from Falling. It's odd that as you walk the path around the neighborhood you will see several homes with retaining walls up and the easement being used in all sorts of ways but yet our neighbors are not able to keep their wall? Why has the city allowed all of this and all of a sudden they come to reprimand home owners on our street? Seventh, I find it interesting that We do not recall a conversation being had with Capstone about the easement and the fact we would be unable to do anything we wanted with the land. In fact, we were sold on how our property line went all the way back to the water as if we had all this land we could utilize. Being one of the highest paying taxpayers in the city I find it absurd we are unable to actually use the land. Not to mention we are paying taxes on a school across from our neighborhood that our children are unable to utilize. My solution would be and hope that we as tax payers and the city can resolve this as it has gone on far too long: since we are unable to touch the easement the city either use our tax money instead of taking more \$ from us to build us all retaining walls along 168th circle and correct the issues they approved of and to pay to take care of our trees as the erosion is causing them to fall on our homes and are all dying. Or we would like to see the easement moved to the north side so we can clean and fix up these issues on our own without the city hounding those that they work for. All we are and have been trying to do is keep our yards clean, intact and from harming those that walk this path daily.

Copy of Previous
Council Case

Unfortunately, we are unable to attend this hearing but if you have any other questions please feel free to come with questions, solutions, or concerns.

Sincerely,

Heather and Leo Ramos
7353 168th circle NW
Ramsey, MN 55303
612-594-4951
Sidebysidewithyou@yahoo.com

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We received notice concerning this in the mail and would like to address the planning commission.

My family and I live have lived at 7372 168th Circle NW since the summer of 2019 and are frequent users of the trail system. Professionally, I have been in the construction industry for almost 15 years, and am a managing partner of an earthwork/civil contractor in the area.

In regards the issue of the Seaman's Fill Material on their property and retaining wall. I have no concerns about the fill material and retaining wall that was put it in at 7349 168th Circle NW, and would like Planning Committee to consider granting this Conditional Use Permit (CUP) to the Seaman's. Here is my personal and professional opinion for consideration.

- Erosion Concerns; I understand before the install of the fill and retaining wall, there was some erosion due to the steep slope left behind the house. The grading plan submitted by the developer was approved by the City. In my experience, whether vegetation is established or not, if you get a steep enough slope and enough water running off the roof and around the house, it doesn't matter how much vegetation is in place, if its running fast enough it can cause erosion. This was happening on the Seaman Property, and within the trail easement. The install of fill to lessen the rate that water sheds away from the home and hardscapes is a way you combat that issue. Furthermore was the install of a retaining wall was the correct thing to do to retain this amount of fill dirt, while maintaining aesthetics along the trail easement, as well as lessen the erosion as water runs freely from the yard, over the wall, and hits the bituminous trail, and dissipating runoff towards the Brook.
- In regards to the floodplain; If the data/modeling the current floodplain hasn't been fully updated since the 1970's, it seems a bit unfair to reference that as an issue in consideration of this CUP, a single family home with minimum shared acreage in the floodplain when you consider the floodplain in its entirety . There has been a lot of development to the surrounding area since the 1970s. Per the timeline given, it wasn't initiated for review until August 2020. Just in the immediate general area, there has been the construction of the entire Brookfield Development (including that Seaman's lot) and a bituminous trail, well after 1973. I would think that would have been enough nearby disturbance to update the all of the modeling of the floodplain. The approximately 100 Cubic Yards of topsoil fill on one single lot does seem like a drop in the bucket compared to all the land development permitted and completed. Can the City provide documentation of revising the floodplain for the bituminous trail from FEMA?
- Consistency and Easement Encroachment; Simple as taking a walk down the trail and seeing several properties in this same floodplain that have been altered in one way or the other. The difficulty of tracking all alterations to the easement and floodplain I'm sure is not easy for the planning commission, but should be considered while reviewing this CUP request.
- Developer Comments/ Notice of Floodplain; I understand no comments were made by the seller about the floodplain, which I feel should have been addressed given the location of it. I understand the permitting of this is all taken care of on the front end for the development, but if the floodplain is inside the taxable land purchased by the buyer, and property taxes are to be paid, notice should be given by the seller to the buyer in reference to not being able to fully utilize/alter the purchased property. While an in-depth explanation may not be a requirement of the seller, a copy of the site plan that, may or may not, have some gray text on it calling out a floodplain, is not sufficient for the typical homeowner to fully understand.

I do hope this can resolved with common sense and considered for approval, and movement to the next step. I do appreciate all the hard work by the planning commission, made up of fellow Ramsey Residents. I trust a complete and considerate review will be done.

Regards,
Blake Smith
Ramsey Resident

Copy of Previous
Council Case

To whom it may concern:

I understand there has been concern in regards to a retaining wall built by the Seaman family on 168th Circle in Ramsey. As a member of the community and neighborhood, their addition has had a positive impact on the walking trail. We have experienced less mud run-off onto the trail which obviously makes for a more positive walking experience and I would assume less future maintenance for those who maintain the trail. Aesthetically speaking, their retaining wall fits into the landscape.

As someone who also purchased from Capstone, we were not made aware of the easement rules and regulations by the builder or realtor. We have a large portion of our property we are not able to use as we would like because it was never brought to our attention prior to purchasing the property which negatively impacts our daily living.

Please contact me with any questions, concerns, or comments.

Ashley Swanson
7277 168th Circle NW
Ramsey, MN 55303

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Attn: Planning Commission
To whom it may concern,

I am writing in regards to my neighbors, John & Jodell Seaman and the upcoming hearing concerning the retaining wall they built this past summer near the walking trail that runs through our neighborhood. My husband, Tim, and I are supportive of the Seaman's retaining wall. Many of our yards have had a lot of erosion and runoff from the yards flowing down onto the path. The Seaman's wall not only looks clean and tidy, it actually helps keep dirt, weeds and debris from washing out into the path.

Before we chose to build our home in the Brookfield 8th division, my husband and I walked that trail multiple times. We saw that many people had built retaining walls or brought in landscaping boulders and rocks. We saw people had done up landscaping all the way to the edge of the path. We talked with the realtor from Capstone builders and were told that we would own the land on both sides of the path with a couple feet or so of easement. But there was never once a mention of it being called a floodplain. We pay property taxes to own all of that property and now we are told two years after the purchase that we can't actually do anything on most of the property we pay for. For the city to now try to punish the Seaman's for landscaping their yard when it has never been an issue with other homeowners who have done similar landscaping projects on their properties along the same pathway is very suspicious and frustrating. It is also selective enforcement of a rule. So if you require one family to remove their landscaping, you'd have to do the same for every family who has already invested in landscaping projects along the path.

We ask that you reconsider the easement policies that are being unequally enforced through the neighborhood and allow the Seaman's to keep their retaining wall.

Sincerely,
Karalynn and Tim Tyler
7323 168th Circle NW
Ramsey

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

RESOLUTION #20-256

**RESOLUTION APPROVING CONDITIONAL USE PERMIT FOR FILL IN A FLOODPLAIN
ASSOCIATED WITH A RETAINING WALL AT 7349 168TH CIR NW**

RECITALS

1. John and JoDell Seaman, hereafter referred to as “Property Owners”, properly applied for Conditional Use Permit for fill in a floodplain on the following described property located in the City of Ramsey:

Lot 9, Block 2, Brookfield 8th Addition, Anoka County, Minnesota

(the ‘Subject Property’);
2. That the Property Owners placed fill in the back yard of the Subject Property to create a flatter backyard with a retaining wall.
3. That the Subject Property is partially in the DNR Floodplain, including where the fill was placed.
4. That the Subject Property is encumbered by a Conservation and Trail Easement that does not allow fill to be placed.
5. That the City can process a Conditional Use Permit (CUP) for the fill associated with the retaining wall if the fill is certified to create no rise, which is defined as less than 0.0 foot of rise and reviewed by the DNR.
6. That if the fill is found to have created rise, defined as more than 0.0 feet of rise, then the City is unable to process the Conditional Use Permit.

FINDINGS OF FACT

1. That the **fill will not** be unduly dangerous or detrimental to persons residing or working in the vicinity of the use, or to the public welfare.
2. That the **fill will not** substantially adversely impair the use, enjoyment or market value of any of the surrounding properties.
3. That the **fill will** be maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will not change the essential character of the area.
4. That the **fill will not** be hazardous to existing or future neighboring uses.
5. That the **fill will not** impact essential public facilities and services, such as highways, streets, police and fire protection.
6. That the **fill will not** create excessive additional requirements at public cost for public facilities and services and **will not** be detrimental to the economic welfare of the community.

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

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/denies** the Conditional Use Permit for fill within a floodplain contingent upon the following conditions:
 - a. Conformance with Staff Review and approval of plans by the City Engineer.
 - b. Review to final legal form by City Attorney.
 - c. Removing/amending Conservation and Trail Easement on the Subject Property so that retaining wall is in conformance.
 - d. Review of modeling to ensure that fill has created no rise (Certificate of No Rise required, confirming that the fill has no created more than a 0.0 foot rise)
2. That the Ramsey City Council directs Staff to begin the process of vacating the Conservation and Trail Easement on the Subject Property and bring back final settlement offer.

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 ____ day of _____, 2020.

Mayor

ATTEST:

City Clerk



Minnesota Department of Natural Resources

500 Lafayette Road
St. Paul, Minnesota 55155-40__

April 1, 2004

Mr. Mark D. Riverblood
City of Ramsey
15153 Nowthen Blvd.
Ramsey, MN 55303

Re: Metropolitan Area Wildlife Corridors Trott Brook Greenway 3.9

Refer to DNR Agreement Number A53432

Dear Mr. Riverblood:

Enclosed is your fully executed copy of the agreement for your LCMR project titled Metropolitan Area Wildlife Corridors Trott Brook Greenway 3.9. Please refer to the Legislative Commission on Minnesota Resources Pass Through Project Reimbursement Manual for detailed instructions. As you proceed to administer this program remember these key points:

All expenses you request reimbursement for must be listed in your approved work program before you incur them. If you are in doubt please ask me prior to making the expenditure, whether or not the expense is included in your current approved work program. If I am in doubt I will refer you to LCMR staff to obtain a work program amendment. Unapproved expenses are not reimbursable;

All expenses requested for reimbursement must be direct to and solely for the work described in your work program. We do not reimburse indirect expenses or overhead unless expressly approved in writing by the LCMR and accompanied by a description of the method used to calculate those expenses;

All expenditures must occur during the period between July 9, 2003 and June 30, 2006;



Page 2 of 2
Mr. Mark D. Riverblood
City of Ramsey
April 1, 2004

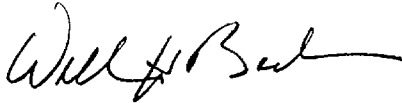
All work for which expenditures are made must occur during the period between July 9, 2003 and June 30, 2006;

You must include proof of expenditure in the form of cancelled check, bank statement or an invoice marked paid by the vendor for reimbursement.; and

All reimbursement requests should note in the contract number block that this is agreement number A53432.

I wish you the best as you carry out your project for LCMR.

Yours truly,



William H. Becker
Planning Director
Office of Management and Budget

C: John Velin, Director, Legislative Commission on Minnesota Resources, B-65, State Office Building, 100 Dr. Martin Luther King Jr. Blvd. Saint Paul, Minnesota 55155 (No Attachment)

Sandy Lueth, Accounting Supervisor – Transaction Unit, Office of Management and Budget, Minnesota Department of Natural Resources

Attachment: Executed Agreement Between the State of Minnesota and the City of Ramsey for Metropolitan Area Wildlife Corridors Trott Brook Greenway 3.9

**AGREEMENT
BETWEEN THE STATE OF MINNESOTA
AND THE CITY OF RAMSEY**

THIS AGREEMENT is made between the State of Minnesota, acting by and through its Commissioner of The Department of Natural Resources (hereinafter the "State"); and the City of Ramsey (hereinafter the "Recipient").

WHEREAS, The Minnesota Legislature by Minnesota Laws 2003, Chapter 128, Article 1, Section 9, Subdivision 5(b) appropriated \$4,850,000 to the Commissioner of The Department of Natural Resources for:

(b) Metropolitan Area Wildlife Corridors \$2,425,000 the first year and \$2,425,000 the second year are from the trust fund to the commissioner of natural resources. \$3,700,000 of this appropriation is for acceleration of agency programs and cooperative agreements with the Trust for Public Land, Ducks Unlimited, Inc., Friends of the Mississippi River, Great River Greening, Minnesota Land Trust, and Minnesota Valley National Wildlife Refuge Trust, Inc., for the purposes of planning, improving, and protecting important natural areas in the metropolitan region, as defined by Minnesota Statutes, section 473.121, subdivision 2, through grants, contracted services, conservation easements, and fee acquisition. \$500,000 of this appropriation is for an agreement with the city of Ramsey for the Trott Brook Corridor acquisition. \$800,000 of this appropriation is for an agreement with the Rice Creek Watershed District for Hardwood Creek acquisition and restoration. Land acquired with this appropriation must be sufficiently improved to meet at least minimum management standards as determined by the commissioner of natural resources. As part of the required work program, criteria and priorities for planned acquisition and restoration activities must be submitted to the legislative commission on Minnesota resources for review and approval before expenditure. Expenditures are limited to the identified project areas as defined in the work program. This appropriation may not be used for the purchase of residential structures unless expressly approved in the work program. Any land acquired in fee title by the commissioner of natural resources with money from this appropriation must be designated: (1) as an outdoor recreation unit under Minnesota Statutes, section 86A.07; or (2) as provided in Minnesota Statutes, sections 89.018, subdivision 2, paragraph (a); 97A.101; 97A.125; 97C.001; and 97C.011. The commissioner may so designate any lands acquired in less than fee title. This appropriation is available until June 30, 2006, at which time the project must be completed and final products delivered, unless an earlier date is specified in the work program. (c) Restoring RIM Match \$200,000 the first year and \$200,000 the second year are from the trust fund to the commissioner of natural resources for the RIM critical habitat matching program to acquire and enhance fish, wildlife, and native plant habitat. Land acquired with this appropriation must be sufficiently improved to meet at least minimum management standards as determined by the commissioner of natural resources. Up to \$27,000 of this appropriation is for matching nongame program activities. (d) Acquisition and Development of Scientific and Natural Areas \$240,000 the first year and \$240,000 the second year are from the trust fund to the commissioner of natural resources to acquire and develop lands with natural features of state ecological or geological significance in accordance with the scientific and natural area

program long-range plan. Land acquired with this appropriation must be sufficiently improved to meet at least minimum management standards as determined by the commissioner of natural resources.

WHEREAS, as part of Minnesota Laws 2003, Chapter 128, Article 1, Section 9, Subdivision 5(b) Metropolitan Area Wildlife Corridors, the Recipient has proposed Metro Area Wildlife Corridors/Trott Brook Greenway 3.9, and

WHEREAS, the Recipient submitted to the Legislative Commission on Minnesota Resources a Work Program for Metro Area Wildlife Corridors/Trott Brook Greenway 3.9 in the amount of \$500,000, and the Legislative Commission on Minnesota Resources approved that Work Program and amount on July 9, 2003;

NOW THEREFORE, it is agreed between the State and the Recipient as follows:

1. GENERAL CONDITIONS

- 1.1 The State awards to the Recipient up to \$500,000 for Metro Area Wildlife Corridors/Trott Brook Greenway 3.9 (hereinafter the "Project"). The obligation of the State under this Agreement is limited to \$500,000.
- 1.2 The recipient acknowledges that these funds are proceeds from the Minnesota Environment and Natural Resources Trust Fund (hereinafter the "Fund"), which is subject to certain legal restriction and requirements, including Minnesota Statutes Chapter 116P. The Recipient is responsible for compliance with this and all other relevant state and federal laws and regulations promulgated pursuant thereto governing the proceeds of the Minnesota Environment and Natural Resource Trust Fund in the fulfillment of the Project.

1.3 CONTACT PERSONS

The authorized contact person for the State is:

William H. Becker
Office of Management and Budget Services
Minnesota Department of Natural Resources
500 Lafayette Road
St. Paul, Minnesota 55155-4010
(651) 296-3093
fax: (651) 296-6047
bill.becker@dnr.state.mn.us

The authorized agent for the Recipient is:

Mr. Mark D. Riverblood
City of Ramsey
15153 Nowthen Blvd. NW
Ramsey, MN 55303
Phone: 763-286-0833
Fax: 763-427-2199
E-mail: mriverblood@ci.ramsey.mn.us

The acting fiscal agent for the Recipient is:

Mr. Mark D. Riverblood
City of Ramsey
15153 Nowthen Blvd. NW
Ramsey, MN 55303
Phone: 763-286-0833
Fax: 763-427-2199
E-mail: mriverblood@ci.ramsey.mn.us

2.0 PROJECT

2.1 DESCRIPTION OF PROJECT

An appropriation to the Commissioner of The Department of Natural Resources for:

(b) Metropolitan Area Wildlife Corridors \$2,425,000 the first year and \$2,425,000 the second year are from the trust fund to the commissioner of natural resources. \$3,700,000 of this appropriation is for acceleration of agency programs and cooperative agreements with the Trust for Public Land, Ducks Unlimited, Inc., Friends of the Mississippi River, Great River Greening, Minnesota Land Trust, and Minnesota Valley National Wildlife Refuge Trust, Inc., for the purposes of planning, improving, and protecting important natural areas in the metropolitan region, as defined by Minnesota Statutes, section 473.121, subdivision 2, through grants, contracted services, conservation easements, and fee acquisition. \$500,000 of this appropriation is for an agreement with the city of Ramsey for the Trott Brook Corridor acquisition. \$800,000 of this appropriation is for an agreement with the Rice Creek Watershed District for Hardwood Creek acquisition and restoration. Land acquired with this appropriation must be sufficiently improved to meet at least minimum management standards as determined by the commissioner of natural resources. As part of the required work program, criteria and priorities for planned acquisition and restoration activities must be submitted to the legislative commission on Minnesota resources for review and approval before expenditure. Expenditures are limited to the identified project areas as defined in the work program. This appropriation may not be used for the purchase of residential structures unless expressly approved in the work program. Any land acquired in fee title by the commissioner of natural resources with money from this appropriation must be designated: (1) as an outdoor recreation unit under Minnesota Statutes, section 86A.07; or (2) as provided in Minnesota Statutes, sections 89.018, subdivision 2, paragraph (a); 97A.101; 97A.125; 97C.001; and 97C.011. The commissioner may so designate any lands acquired in less than fee title.

This appropriation is available until June 30, 2006, at which time the project must be completed and final products delivered, unless an earlier date is specified in the work program. (c) Restoring RIM Match \$200,000 the first year and \$200,000 the second year are from the trust fund to the commissioner of natural resources for the RIM critical habitat matching program to acquire and enhance fish, wildlife, and native plant habitat. Land acquired with this appropriation must be sufficiently improved to meet at least minimum management standards as determined by the commissioner of natural resources. Up to \$27,000 of this appropriation is for matching nongame program activities.(d) Acquisition and Development of Scientific and Natural Areas \$240,000 the first year and \$240,000 the second year are from the trust fund to the commissioner of natural resources to acquire and develop lands with natural features of state ecological or geological significance in accordance with the scientific and natural area program long-range plan. Land acquired with this appropriation must be sufficiently improved to meet at least minimum management standards as determined by the commissioner of natural resources.

Metro Area Wildlife Corridors/Trott Brook Greenway 3.9 is a Project under this appropriation, proposed by the Recipient for which the Recipient has submitted a Work Program approved by the LCMR on July 9, 2003 in the amount of \$500,000.

2.2 PROJECT SPECIFICATIONS

The Project shall have a Work Program approved by the Legislative Commission on Minnesota Resources (hereinafter the "LCMR") that is attached as Exhibit A and made part of this agreement. This Work Program describes the work to be completed by the Recipient, the specific products that will be produced along with the date by which they will be delivered, an estimate of the cost, including any training or other special costs associated with each product, and limits to reimbursements by budget category. All material changes to the Work Program must be approved by the LCMR and will be made part of this agreement by reference. The Recipient shall complete the Project as described in the approved Work Program and its amendments. The State has relied on the Recipient's estimate of the total funds required to complete the Project. If the State funds prove insufficient to complete the Project, the Recipient agrees to supply additional funds as needed. All deliverables or evidence that the deliverables have been satisfactorily completed by date due in the LCMR office by June 30, 2006 or as specified by letter from LCMR.

The State and the LCMR may require the Recipient to supply additional specifications about the project including site plans, building specifications, research methodology and detailed work schedules. These additional specifications are subject to approval by the State. After completion of the Project, the Recipient shall certify to the State that the Project, as conducted, conforms to these approved specifications.

2.3 ADMINISTRATION AND SUPERVISION

The Recipient shall be responsible for the administration, supervision, management, record keeping and Project oversight required for the work performed under this agreement.

A reimbursement manual has been developed to instruct Recipients and staff regarding record keeping requirements and elements necessary to obtain reimbursement for direct Project activity costs. A copy of the manual is available from the state contact person.

2.4 OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

All rights, title, and interest to all intellectual property rights, including patents, copyrights, services and trade marks, in all materials conceived or originated by the Recipient either individually or jointly with others, which arise out of the performance of this agreement, are jointly owned by the Recipient and the State. The State's ownership shall equal the percentage of the total Project cost paid for by state funds under this appropriation. The Recipient's contribution must be for actual and direct costs for the Project. All Recipient's contributions must be approved in advance to be eligible to qualify as the Recipient's contribution to the total Project costs for delivery ownership and regular percentages. This ownership interest shall not be reduced by any reimbursements to the Fund made by the Recipient Sales of Products or Royalty Payments requirements. Any report, study, computer software, data base, model, invention, photograph, negative, audio or video recording, or other item or document, in whatever form, created or prepared by the Recipient in the performance of its obligations under this Agreement are the exclusive property of the Recipient of the appropriation and the State except where stated otherwise in this appropriation. The Recipient of the appropriation, at the request of the State, shall execute any necessary documents needed to transfer ownership rights to the State.

Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, actually or constructively reduced to practice by the Recipient or its employees in the course of or in connection with this appropriation, the Recipient shall immediately give the LCMR written notice thereof, and shall promptly furnish the LCMR with complete information thereon. The LCMR and the Recipient have the sole right to determine whether or not and where a patent application shall be filed.

The Recipient and the State reserve the right to use for their own purposes any intellectual property right produced as the result of the Project without payment to the other party. The party using said product shall protect the intellectual property rights to the product and advise the other party of its use.

The State reserves "march-in" rights which can be exercised if the Recipient fails to market or offer to market any product resulting from activities undertaken pursuant to this Agreement within three (3) years from the termination of this Agreement, notwithstanding the above provisions of this section. The Recipient shall, upon request of the State, execute and provide the necessary documents for this purpose.

2.5 OWNERSHIP OF RESEARCH RESULTS

If, within three (3) years of the termination of this agreement, the Recipient elects not to commercialize any product derived from the research conducted under this Project, the research materials shall be returned to the State without cost and free and clear of any obligation to the Recipient.

The Recipient represents and warrants that the material produced under this Agreement does not and will not infringe upon the intellectual property rights of another, including patents, copyrights, trade secrets, trade and services marks and names. The Recipient will defend and indemnify the State at the Recipient's expense in any claims or actions brought against the State to the extent that it is based on a claim or action that all or part of the material infringes upon the intellectual property rights of another. The Recipient is responsible for obtaining any necessary licenses to use the intellectual property rights of another.

2.6 SALE OR LICENSE OF PRODUCTS

The Recipient agrees to reimburse the Fund revenues it receives from licenses, transfers, or other income generated from products based upon materials derived from this Project up to the amount of State funds provided under this appropriation unless expressly approved under the work program. Such reimbursement will be made by the Recipient upon first sale of any product worldwide whether or not such products are patentable.

The Recipient, for itself and its licensees, agrees to sell any product derived from this appropriation and not subject to ownership by the State to the State of Minnesota for the royalty-free wholesale price less a ten percent (10%) discount. This clause shall continue to be in effect after all State funds have been repaid to the State.

The Recipient agrees that if revenue is generated from putting on workshops, conferences, etc. under this Project, eligible project expenses will be offset with this revenue and reimbursement will not be requested for expenditures covered by this revenue.

2.7 ROYALTY PAYMENTS

The State owns and shall take title to the percentage of a royalty, copyright or patent resulting from this Project equal to the percentage of the project's total funding provided by this appropriation subject to the provisions of Minnesota Statutes Chapter 116P.10. Cash receipts resulting from royalties from the licensing of copyright, patent, or other intellectual properties shall be paid to the Fund on a quarterly basis within thirty (30) days after the end of each calendar quarter. The Recipient shall not license the intellectual property rights without the express written agreement of the State.

2.8 ACKNOWLEDGMENTS

The Recipient agrees to acknowledge the State's financial support for this Project. Any statement, press release, bid, solicitation, or other document issued describing the Project shall provide information on the amount and proportion of State funds supporting the total cost of the Project and will contain the following language:

Funding for this project was recommended by the Legislative Commission on Minnesota Resources from Minnesota Future Resources Fund.

Any site developed or improved by this Project shall display a sign, in a form approved by the State, stating that the site has received funding from Minnesota Future Resources Fund.

2.9 REPORTS

The Recipient shall submit periodic Work Program status reports to the LCMR in a form prescribed by the LCMR on or before the reporting dates stated in the Work Program.

2.10 PURCHASE OF RECYCLED AND RECYCLABLE MATERIALS

The Recipient shall use this appropriation in compliance with Minnesota Statutes Chapter 16B.121 to 16B.122 requiring the purchase of recycled, repairable, and durable materials, the purchase of uncoated paper stock, and the use of soy-based ink, the same as if it were a state agency. The Recipient shall ensure that all sub-recipients comply with this requirement.

2.11 PUBLICATIONS

Researchers engaged in this Project are encouraged to present at symposia, national or regional professional meetings, and to publish methods and results of the project in journals, theses or dissertations or otherwise of their own choosing provided necessary steps have been taken to protect the patents, copyrights, and other intellectual property rights resulting from the Project. Research results must include an acknowledgment statement as provided in the Section entitled "Acknowledgements".

The Recipient shall provide advance notification to the LCMR two weeks before publicizing any data or information derived from the Project in a press release, publication, or presentation.

2.12 FAILURE TO COMPLETE PROJECT

Final reimbursements will not be awarded under this Agreement unless the Recipient has completed the Project in accordance with the approved Work Program and a final report has been submitted to and accepted by LCMR.

2.13 SUBCONTRACTORS

The Recipient agrees that if they subcontract any portion of this Project over \$2,500 to another entity that the agreement or contract with the subcontractor will contain all provisions of the approved LCMR Agreement in its entirety. Copyrights, patents, services, and trademarks will be protected and owned by the same percentage as if the Recipient had obtained the intellectual rights. This limitation does not apply to supplies and materials that are purchased from vendors. The Recipient cannot enter into a subcontract before their contract with the State is signed unless authorized by LCMR.

2.14 ENERGY CONSERVATION

Any capital improvements made under this Project shall comply with the applicable energy conservation standards contained in law, including Minnesota Statutes Chapter 216C.19 to 216C.20 and rules adopted thereunder. The Recipient may use the energy planning, advocacy, and state energy office units of the Department of Commerce to obtain information and technical assistance on energy conservation and alternative energy development relating to the planning and construction of the capital improvement Project.

2.15 ACCESSIBILITY

Any new structures built under this Project must be shown to meet the design standards in the Americans with Disabilities Act Accessibility Guidelines. Nonstructural facilities such as trails, campgrounds, picnic areas, parking, play areas, water sources, and the access routes to these features should be shown to be designed using guidelines in the Recommendations for Accessibility Guidelines: Recreational Facilities and Outdoor Developed Areas.

Copies of accessibility guidelines can be ordered from the U.S. Access Board at (202) 272-5434, or downloaded off their website at <http://www.access-board.gov>.

2.16 DATA COMPATIBILITY

All data collected by this appropriation that have value for planning and management of natural resource, emergency preparedness, and infrastructure investments must conform to the enterprise information architecture developed by the office of technology. Spatial data must conform to geographic information subsystem guidelines and standards outlined in that architecture and adopted by the Minnesota geographic data clearinghouse at the land management information center. A description of these data must be made available on-line through the clearinghouse, and the data themselves must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, chapter 13.

To the extent practicable, summary data and results of projects funded by this appropriation should be readily accessible on the Internet.

As part of the project expenditures, recipients of land acquisition appropriations must provide the information necessary to update recreation information maps to the department of natural resources in the specified form.

2.17 LAND ACQUISITION

PROCEDURES. Exhibit F contains specific procedures for making a land acquisition.

Minn. Stat 116P.15 [LAND ACQUISITION RESTRICTIONS.]

Subdivision 1. [Scope] A recipient of an appropriation from the trust fund or the Minnesota future resources fund who acquires an interest in real property with the appropriation must comply with this section. If the recipient fails to comply with the terms of this section, ownership of the interest in real property transfers to the state. For the purposes of this section, "interest in real property" includes, but is not limited to, an easement or fee title to property.

Subdivision 2. [RESTRICTION; MODIFICATION PROCEDURE.]

- (a) An interest in real property acquired with an appropriation from the trust fund or the Minnesota future resources fund must be used in perpetuity or for the specific term of an easement interest for the purpose for which the appropriation was made.

(b) A recipient of funding who acquires an interest in real property subject to this section may not alter the intended use of such interest in real property or convey any interest in the real property acquired with the appropriation without the prior review and approval of the commission. The commission shall establish procedures to review requests from recipients to alter the use of or convey an interest in real property. These procedures shall allow for the replacement of the interest in real property with another interest in real property meeting the following criteria:

- (1) the interest is at least equal in fair market value, as certified by the commissioner of natural resources, to the interest being replaced; and
- (2) the interest is in a reasonably equivalent location, and has a reasonably equivalent usefulness compared to the interest being replaced.

(c) A recipient of funding who acquires an interest in real property under paragraph (a) must separately record a notice of funding restrictions in the appropriate local government office where the conveyance of interest in real property is filed. The notice of funding agreement must contain:

- (1) a legal description of the interest in real property covered by the funding agreement;
- (2) a reference to the underlying funding agreement;
- (3) a reference to this section; and
- (4) the following statement:

“This interest in real property shall be administered in accordance with the terms, conditions, and purposes of the grant agreement or work program controlling the acquisition of the property. The interest in real property, or any portion of the interest in real property, shall not be sold, transferred, pledged, or otherwise disposed of or further encumbered without obtaining the prior written approval of the legislative commission on Minnesota resources or its successor. If the holder of the interest in real property fails to comply with the terms and condition of the grant agreement or work program, ownership of the interest in real property shall transfer to this state.”

2.18 NATIVE PLANT SPECIES

Vegetation planted must be native to Minnesota and preferably of the local ecotype unless the work program approved by the commission expressly allows the planting of species that are not native to Minnesota.

2.19 OTHER CONDITIONS

It is a condition of acceptance of the appropriation that any agency or entity receiving the appropriation must comply with Minnesota Statutes, Chapter 116P.

3. USE OF FUNDS

The Recipient shall use the proceeds of this agreement only for the eligible costs of the Project as described in the approved Work Program.

4. MATCHING FUNDS

The Recipient is not required to provide matching funds for this Project.

5. COSTS

5.1 ELIGIBLE COSTS

Eligible costs are those costs directly incurred through Project activities that are solely related to and necessary for producing the work products described in the approved Work Program during the appropriation period. All dollars are awarded on a reimbursement basis, unless specifically authorized.

Eligible costs may include the following and are eligible only if specified in the approved Attachment A of the Work Program. Eligible costs must be documented as specified in the Reimbursement Manual available from the authorized contract person for the State:

- 5.1.1 Expenditures incurred only after the effective date in the approved Work Program. No expenditures will be allowed after June 30, 2006 unless approved by specific law;
- 5.1.2 Advertising costs solely for (1) Recruitment of personnel; (2) Solicitation of bids; (3) Disposal of scrap materials; (4) Other purposes specifically provided for in the approved Work Program;
- 5.1.3 Capital expenditures for facilities, equipment and other capital assets as expressly approved in the Work Program. For expenditures greater than \$3,500, the Recipient must include in the Work Program an explanation as to how all the equipment purchased with the appropriation will continue to be used for the same program through its useful life, or, if the use changes, a commitment to pay back to the Environment and Natural Resources Trust Fund an amount equal to either the cash value received or a residual value approved by the director of the LCMR if it is not sold;
- 5.1.4 Actual communication costs incurred for telephone calls, postage, & similar services. Purchase of durable communication devices such as computers, pagers, cell phones, personal data assistants (PDAs), etc. must be specifically provided for in the approved Work Program;
- 5.1.5 Materials and supplies and incoming freight charges for them;
- 5.1.6 Publication and printing costs (including the process of composition, plate-making, press work, and binding and the end products produced) necessary for contract administration; work products production; and biennial reports relating to work program accomplishments;
- 5.1.7 Transportation and travel expenses such as lodging, meals, and mileage of personnel involved in the Project in the same manner and in no greater amount than provided for in the current "Commissioner's Plan" promulgated by the Commissioner of Employee Relations; and as provided by LCMR or, for University of Minnesota (U of M) projects, the University of Minnesota plan found at <http://www.fpd.finop.umn.edu/groups/ppd/documents/policy/travel.cfm>. Allowable meal and lodging expenses are for employees only. Purchasing meals for others is not an allowable expense. All out of state travel must be explicitly approved in the Work Program;
- 5.1.8 Wages and expenses of salaried Recipient employees if specified and documented in the Work Program. For State Agencies: use of unclassified staff only OR request approval for the use of classified staff accompanied by an explanation of how the agency will backfill that part of the

classified staff salary proposed to be paid for with this appropriation. This is subject to specific discussion and approval by LCMR;

- 5.1.9 Fringe benefit costs limited to salary, FICA/Medicare, retirement, and health insurance of Recipient's employees if specified in the Work Program;
- 5.1.10 Professional services specified in the approved Work Program that are rendered by individuals or organizations not a part of the Recipient;
- 5.1.11 Eligible expenditures incurred after the effective date of the approved Work Program and before the effective date of their Agreement.

5.2 NONELIGIBLE COSTS

Non-eligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to the following:

- 5.2.0 Any costs incurred before the project is authorized, July 1, 2003 or Work Program approval, whichever is the later (See Section 5.0.2);
- 5.2.1 Fund raising;
- 5.2.2 Taxes, except sales tax on goods and services;
- 5.2.3 Insurance, except title insurance;
- 5.2.4 Attorney fees; except for acquisition and clearing title to land;
- 5.2.5 Loans, grants, or subsidies to persons or entities for development;
- 5.2.6 Bad debts, late payment fees, finance charges or contingency funds;
- 5.2.7 Interest;
- 5.2.8 Lobbyists;
- 5.2.9 Political contributions;
- 5.2.10 Investment management fees;
- 5.2.11 Memberships – (including subscriptions and dues);
- 5.2.12 Indirect costs – (such as office maintenance, office utility costs, refreshments for staff, decorations);
- 5.2.13 Directors or officers salary;
- 5.2.14 Office rental fees - (including storage space rental);
- 5.2.15 Food and refreshments, unless expressly approved in the Work Program together with a plan of activities;
- 5.2.16 Publications and periodicals;
- 5.2.17 Merit awards and bonuses;
- 5.2.18 Employee worksite parking;
- 5.2.19 Entertainment;
- 5.2.20 Gifts and prizes.

6. REIMBURSEMENT PROCEDURES

Please refer to the Reimbursement Manual that is available from the state contact person for detailed instruction on obtaining reimbursement and related records retention. To obtain reimbursement, the Recipient shall provide the State with a description of the result and evidence that related expenditures have been made. The State will make the final determination whether the expenditures are eligible for reimbursement under this agreement and verify the total amount requested.

The reimbursement request will include all eligible costs listed in a spreadsheet format based on the spreadsheet designed by the LCMR. (Attachment A - Budget Detail of Work Program). A spreadsheet entitled "Reimbursement Request – Invoice Summary Spreadsheet"), along with copies of original invoices and time records plus proof of payment will be required for reimbursement. In addition, the state contact person or the LCMR can designate additional financial records that must be included with the reimbursement request summary for the project expenses, certain contracts, or invoice copies.

All reimbursement request summaries for this project must be received by the State on or before August 31, 2006, or within 60 days of termination, whichever is earlier. No facsimiles will be accepted. Requests received after this date will not be eligible for reimbursement. If the authorization for the project is extended, the agreement and appropriation may not be canceled until the new expiration date.

7. STATE AUDITS

Under Minn. Stat. § 16C.05, subd. 5, the Recipient's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract.

8. AFFIRMATIVE ACTION

- 8.1** For contracts in excess of \$100,000.00, the Recipient certifies that it is in compliance with Minn. Stat. § 363.073.
- 8.2** If the Recipient has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous 12 months, the Recipient must comply with the following Affirmative Action requirements for disabled workers:
- (A) The Recipient must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Recipient agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (B) The Recipient will comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (C) In the event of the Recipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363.073, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(D) The Recipient will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Recipient's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(E) The Recipient must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Recipient is bound by the terms of Minnesota Statutes Section 363.073, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

9. WORKERS COMPENSATION

The Recipient certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Recipient's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

10. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Sec. 3.736, and other applicable law.

11. TERM

11.1 EFFECTIVE DATE

Costs may be incurred for this Agreement upon LCMR's approval of the Work Program, although no reimbursements will be made until this Agreement is fully executed. This Agreement shall become legally effective upon such date as it is executed by the Commissioner of Natural Resources or July 1, 2003, whichever is later and shall remain in effect until June 30, 2006, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first unless expressly extended in Minnesota session law.

11.2 TERMINATION

This Agreement may be terminated by the State for cause at any time upon seven (7) days written notice to the Recipient. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto.

This Agreement may also be terminated by the State in the event of a default by the Recipient or in the event that the Legislature rescinds the appropriation to this Project.

This Agreement may be terminated by the State or the Recipient at any time with or without cause upon thirty (30) days' written notice to the other party. In the event of such a cancellation, the Recipient shall be entitled to payment determined on a pro rata basis for work or services satisfactorily performed.

11.3 AMENDMENTS

Amendments to this Agreement must be in writing and are with the mutual agreement of the State and the Recipient. Amendments must be consistent with the Work Program and its approved amendments.

11.4 WORK PROGRAM AMENDMENTS


Any Amendments to the work program must be submitted in writing to and formally approved by the LCMR Director or Commission before they are effective. These will include changes in planned activities in the Results section of the Work Program or changes in budgeted line items.

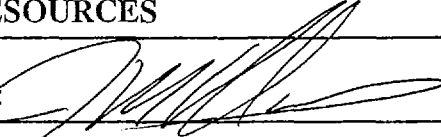
12. ANTI-TRUST PROVISION

The Recipient hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

13. CHOICE OF LAW

All matters relating to the performance of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota.

THE CITY OF RAMSEY
By: 
Title: <i>Mayor</i>
Date: <i>2-17-04</i>
A certified copy of the City of Ramsey Resolution unconditionally approving this Agreement is attached as Exhibit D.

THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES
By: 
Title: <i>Chief Financial Officer</i>
Date: <i>3/1/04</i>

LIST OF EXHIBITS

- A Work Program With LCMR Approval Letter**
- B Commissioner's Plan Travel Allowances**
- C Certification And Approval By Board Or Council**
- D Evidence of Compliance with Affirmative Action Statute [if applicable]**
- E Reimbursement Request Form and Invoice Summary Spreadsheet**
- F Land Acquisition Procedures**

Exhibit A

Work Program With LCMR Approval Letter

LCMR 2003 Work Program

JUL 0 1 2003

Date of Report: May 28, 2003
Date of Next Status Report: February 1st, 2004
Date of Work program Approval:
Project Completion Date: June 30, 2006

I. PROJECT TITLE: Metro Area Wildlife Corridors/Trott Brook Greenway

Project Manager: Mark D. Boos.
Affiliation: City of Ramsey
Mailing Address: 15153 Nowthen Blvd. NW
City / State / Zip : Ramsey Mn 55303
Telephone Number: 763 286 0833
E-mail Address: mboos@ci.ramsey.mn.us
FAX Number: 763 427 2199
Web Page address: .

Total Biennial LCMR Project Budget:	LCMR Appropriation:	\$ 500,000
	Minus Amount Spent:	\$
	Equal Balance:	\$ 500,000

Legal Citation: ML 2003, Chap. 128, art., Sec. 9, Subd. 5(b).

Appropriation Language: (b) Metropolitan Area Wildlife Corridors \$2,450,000 the first year and \$2,450,000 the second year are from the trust fund to the commissioner of natural resources. \$3,550,000 of this appropriation is for acceleration of agency programs and cooperative agreements with the Trust for Public Land, Ducks Unlimited, Inc., Friends of the Mississippi River, Great River Greening, Minnesota Land Trust, and Minnesota Valley National Wildlife Refuge Trust, Inc., for the purposes of planning, improving, and protecting important natural areas in the metropolitan region, as defined by Minnesota Statutes, section 473.121, subdivision 2, through grants, contracted services, conservation easements, and fee acquisition. \$500,000 of this appropriation is for an agreement with the city of Ramsey for the Trott Brook Corridor acquisition. \$800,000 of this appropriation is for an agreement with the Rice Creek Watershed District for Hardwood Creek acquisition and restoration. Land acquired with this appropriation must be sufficiently improved to meet at least minimum management standards as determined by the commissioner of natural resources. As part of the required work program, criteria and priorities for planned acquisition and restoration activities must be submitted to the legislative commission on Minnesota resources for review and approval before expenditure. Expenditures are limited to the identified project areas as defined in the work program. This appropriation may not be used for the purchase of residential structures unless expressly approved in the work program. Any land acquired in fee title by the commissioner of natural resources with money from this appropriation must be designated: (1) as an outdoor recreation unit under Minnesota Statutes, section 86A.07; or (2) as provided in Minnesota Statutes, sections 89.018, subdivision 2, paragraph (a); 97A.101; 97A.125; 97C.001; and 97C.011. The commissioner may so

designate any lands acquired in less than fee title. This appropriation is available until June 30, 2006, at which time the project must be completed and final products delivered, unless an earlier date is specified in the work program.

II. PROJECT SUMMARY AND RESULTS:

The City of Ramsey will identify and contact 30 plus local landowners along Trott Brook for the purpose of inviting their participation in the Trott Brook Greenway. The landowners will be informed of the goals of the proposed project and asked to collaborate in the protection of the natural areas and habitats within the corridor. This protection will consist of conservation and trail easements purchased over the property or potentially fee title acquisition.

In addition to land already owned by the City of Ramsey, there is approximately 560 acres of land that will ultimately need to be acquired to complete the Trott Brook Corridor. The 2004 – 2006, \$500,000 commitment in LCMR funding will be focused on willing, larger-parcel landowners along the brook.

The Anoka Conservation District will assist the City in identifying the highest quality parcels, (utilizing the recently acquired Level 5 Land Cover Classification System data) negotiating with landowners, and drafting appropriate easements. Professional Services costs associated with the land acquisition, such as appraisal fees, surveying or legal work will be reimbursable, as well as other eligible expenses solely related to Trott Brook Greenway project – except salary costs of the program manager.

The direct result will be approximately 40 to 60 acres of additional land that will be permanently protected from development.

An ancillary benefit will be an increased awareness for the goals of land protection in this area and thus, an even higher probability for success in the next phase of land protection along Trott Brook.

III. PROGRESS SUMMARY AS OF

IV. OUTLINE OF PROJECT RESULTS

Results 1: Disseminate information to landowners

Description:

The City of Ramsey will contact 30 plus local landowners along Trott Brook. The landowners will be informed of the goals of the proposed project and be invited to participate in the protection of the natural areas and habitats within the corridor. Those interested in the objectives identified in Result #2 below, (acquisition of conservation and trail easements) will proceed to that level of negotiation. Landowners that may not be interested in selling (or

donating) easements will be referred to the Anoka Conservation District to learn more about land management options.

Summary Budget Information for Result 1: LCMR Budget	\$ 500
Balance	\$ 0

Completion Date: (Dissemination of information to landowners and residents is an ongoing commitment by the City and the Anoka Conservation District.)

The direct mailing identified in Result 1 is expected to occur in July 2003.

Result Status as of
Result Status as of
Result Status as of
Result Status as of

Final Report Summary:

Result 2: Land Acquisition

Description:

Upon contact with landowners along Trott Brook that are interested in land protection, the City of Ramsey and any other project cooperators will discuss the easement options and concerns of the property owners.

At the time of tentative agreement, language specific to that parcel will be crafted and an appraisal may be performed. In some cases, a land survey may be necessary preparatory to the appraisal. A purchase agreement will be formulated that addresses all the elements of the land transaction, which will be reviewed by the appropriate legal professionals.

During the period of negotiations with landowners, the entity that will ultimately own the various easements will be identified. The Minnesota Land Trust will also be contacted and stewardship expenses and the corresponding value will be explored.

Land acquisition procedures will be conducted in accordance with the Mn DNR Reimbursement Manual for 2003 LCMR Pass Through Appropriations and will meet minimum DNR land standards. The following summarizes the procedures:

Landowner information

Upon expressing interest in the conveyance of property to the City or another agency, the City will provide the property owner with;

- The description of the real property to be purchased along with a description of this project.
- The intended use of the property.
- The appraisal process and a statement documenting that the landowner will receive a summary or the actual appraisal
- The purchase procedure.
- The contact person for each element if it is different than the program manager.

Environmental Review

The City will conduct an appropriate environmental review.

Appraisals

In the event that purchased interest in real property is intended to be conveyed to the DNR, an appraisal shall be performed then reviewed then certified by a DNR review appraiser.

For purchases less than \$20,000, and not intended to be conveyed to the DNR, appropriate documentation will be developed substantiating the purchase price.

Survey/Legal Descriptions

If the City determines that a survey is required, a survey will be ordered by a licensed surveyor, who shall also prepare a legal description matching the interest in the real property that is intended to be purchased.

Title

The appropriate evidence shall be obtained to ensure the real property to be obtained is marketable. This shall include one of the following; an abstract of title, registered property abstract, a attorney's title opinion or title commitment for an owner's policy of title insurance.

Minimum Standards

If appropriate, certain property 'improvements' such as signage or the removal of debris may be required and therefore considered as part of the property acquisition.

After the individual conditions outlined in the reimbursement manual have been met for the acquisition of land, reimbursement will be sought by the City.

In the case of the actual transaction for purchase of the interest in real property, the purchase agreement may require the State to issue a check in both the landowner(s) and the City names for the release of funds.

All eligible funds incurred in the purchase of an interest in real property will accompanied by a the appropriate documentation summarized below:

- Copy of the letter containing landowner information, signed by the seller(s).
- Environmental review document.
- Appraisal information.
- Legal description and survey if required.
- Evidence of title.
- Evidence of all costs associated with the property acquisitions, including itemized timesheets of personal for which invoices are not typically generated.

The activity detailed in Result #2 is anticipated to secure approximately 40 to 60 acres of ecologically sensitive areas by conservation and trail easements using the \$500,000 LCMR investment.

Summary Budget Information for Result 2: LCMR Budget \$499,500
Balance \$0

Completion Date: It is anticipated that up to 30 acres of land may have conservation and trail easement letter(s) of intent secured by February 1st, 2004.

Result Status as of
Result Status as of
Result Status as of
Result Status as of

Final Report Summary:

V. TOTAL LCMR PROJECT BUDGET:

Information to landowners \$500
Acquire land \$499,500

All Results: Personnel: \$ 0
All Results: Equipment: \$ 0
All Results: Development: \$ 0
All Results: Acquisition: \$ 500,000
All Results: Other: \$ 0

TOTAL LCMR PROJECT BUDGET: \$ 500,000

Explanation of Capital Expenditures Greater Than \$3,500:

VI. PAST, PRESENT AND FUTURE SPENDING: In addition to the items listed below, the City has a significant investment in the 251 acres of park space already existing in the Trott Brook Corridor.

A. Past Spending:

2002 Metro Greenways Planning Grant \$35,000
2002-03 Master Trail Plan \$16,200
Natural resource component of the 2001 Comp. Plan process \$6,000

B. Current Spending:

In excess of \$40,000 in indirect costs and program manager salary is anticipated to be invested in this project that is not intended to be reimbursible.

C. Required Match (if applicable):

N/A

D. Future Spending:

Future expenditures may include LCMR investment in additional land protection (\$1.5 to 3.5 million) and various partnerships in trail development, including; Mn DNR, City of Ramsey, Anoka County Parks, Metropolitan Council and the City of Elk River - each at levels to be determined.

**VII. Project Partners:
Partners Receiving LCMR Funds**

Project Cooperators

Anoka Conservation District
Minnesota Land Trust (proposed)
The Trust for Public Land (proposed)

VIII. DISSEMINATION:

Information will be disseminated by direct mail to landowners in the corridor. In addition, all public meetings relating to this project are cable cast, as are special spots that are expected to occur specifically about this project.

Information on project will be posted on the DNR website www.dnr.state.mn.us.
An electronic mailing list of interested parties in each focus area will be maintained throughout the project; periodic updates will be sent to them and/or meetings will be held with focus area groups.

IX. LOCATION: Trott Brook corridor within Ramsey City limits, Metro Wildlife Partners Focus Area #1

X. REPORTING REQUIREMENTS:

Periodic work program progress reports will be submitted not later than; February 1st, 2004, August 1st, 2004 and February 1st, 2005, August 1st, 2005 and June 30th, 2005

IX. A final work program report and associated products will be submitted by June 30, 2006

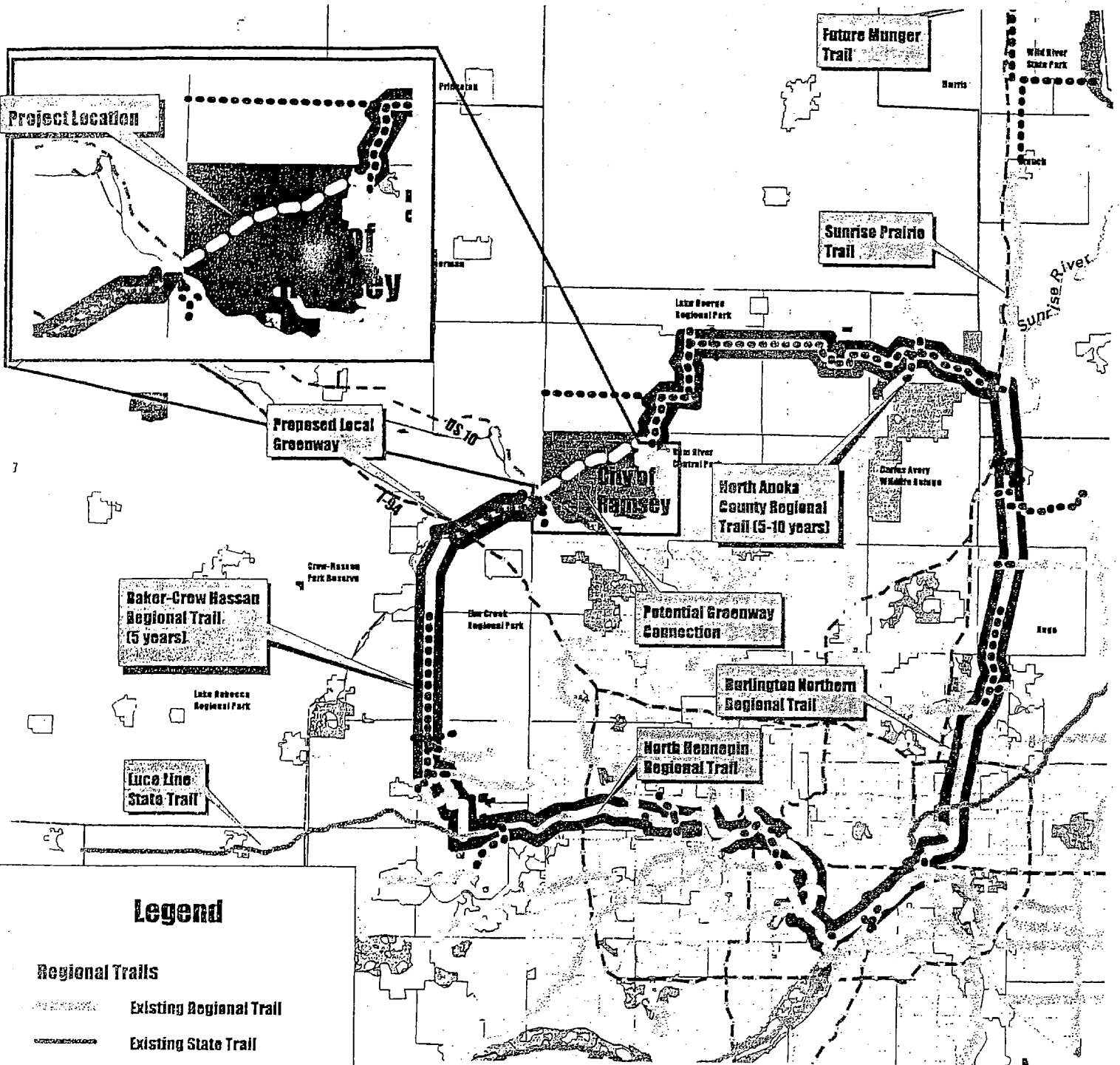
Metro Wildlife Corridors/Trott Brook Greenway Corridor

Project Manager: Mark D. Boos

2003 LCMR Proposal Budget	Result 1 Budget:	Result 2 Budget:	TOTAL FOR BUDGET ITEM
	Disseminate information to landowners	Land Acquisition	
BUDGET ITEM	\$500	\$499,500	\$500,000
PERSONNEL: Staff Expenses (Administrative, Community Development and Engineering Staff expenses relating to Land Acquisition)		\$20,000	\$20,000
Real Estate transaction expenses including: Survey work and preparing legal descriptions, Title and title insurance, and Appraisals		\$70,000	\$70,000
Printing, Postage, Communications and misc. expenses relating to land acquisition	\$400	\$750	\$1,150
Travel expenses in Minnesota (Milage to meet with landowners and inspect property)		\$100	\$100
Land acquisition (Purchase cost of Conservation and Trail Easements)		\$402,250	\$402,250
Staff or Contract Employee Expenses related to land acquisition		\$100	\$100
Other land improvement (signs and other 'improvements' to mt min. standards)		\$5,000	\$5,000
Legal fees (Recording Fees etc.)		\$1,300	\$1,300
COLUMN TOTAL	\$500	\$499,500	\$500,000



City of Ramsey Greenway Proposal



Legend

Regional Trails

- Existing Regional Trail
- Existing State Trail
- Proposed Trails
- Loop Trail
- Regional Parks and Forests



Sources: Met Council, LMIC,
City of Ramsey, City of Saint
Michael.

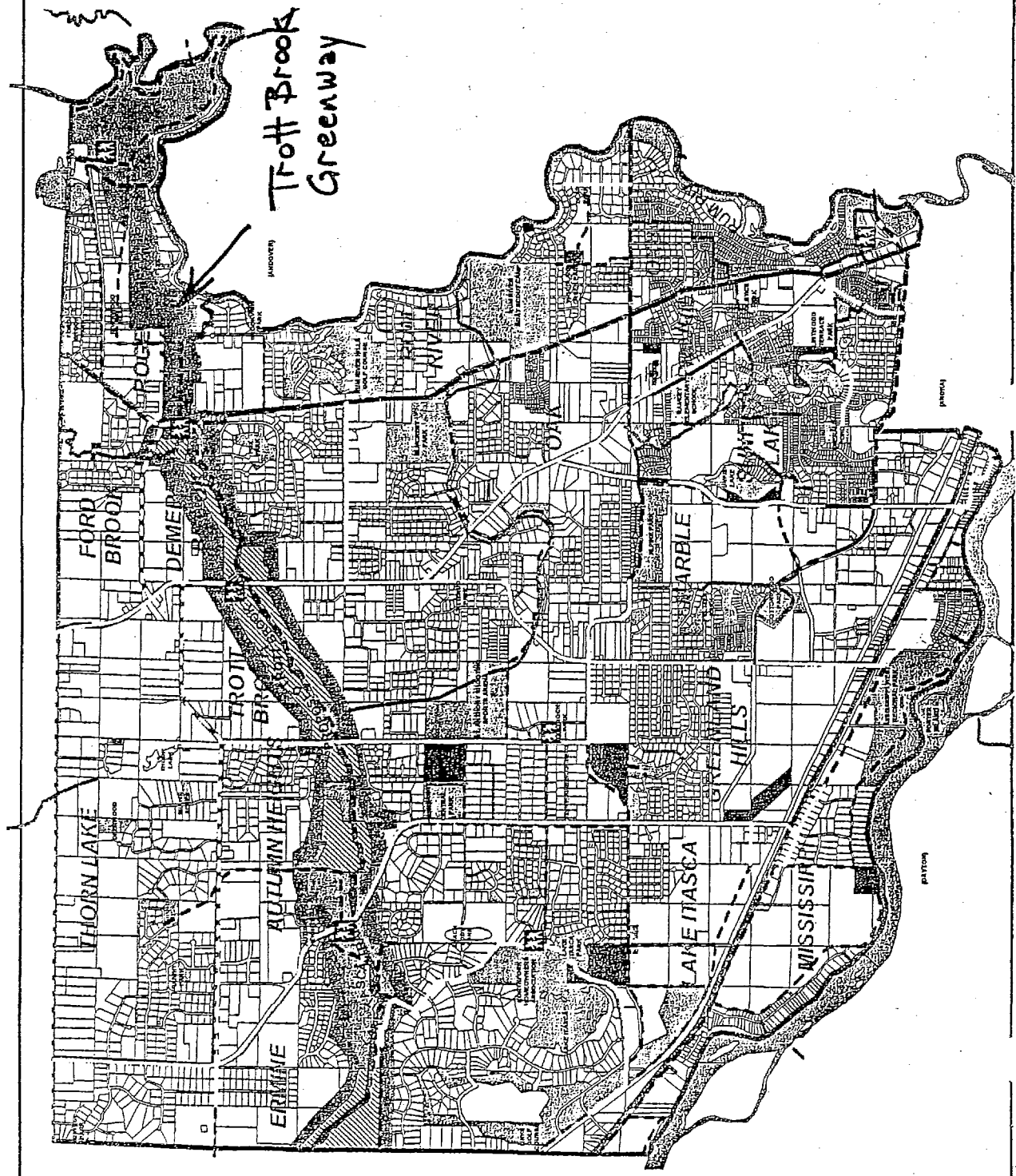
City of Ramsey



Proposed / Existing Parks and Trails

Legend

- Ramsey Recreational Districts
- Trott Brook Spectral Protection Corridor
- Trail Corridor
- Proposed Trails**
 - OFF-ROAD (URB/4)
 - ON-ROAD (A)
 - ON-ROAD (B)
 - MULTI-PURPOSE
- Existing Trails**
 - OFF-ROAD (URB/4)
 - ON-ROAD (A)
 - ON-ROAD (B)
 - MULTI-PURPOSE
- Parks**
 - existing
 - proposed
 - Public



LEGISLATIVE COMMISSION ON MINNESOTA RESOURCES

100 REV. DR. MARTIN LUTHER KING JR. BLVD. - ROOM 65

ST. PAUL, MINNESOTA 55155-1201

PHONE: 651/296-2406 FAX: 651/296-1321

TTY: 651/296-9896 OR 1-800-657-3550

EMAIL: lcmr@commissions.leg.state.mn.us

WEB: www.lcmr.leg.mn

John Velin, Director

July 10, 2003

Commissioner Gene Merriam
Department of Natural Resources
500 Lafayette Road
St. Paul, MN 55155

Peggy Booth
DNR – Central Regional Operations
1200 Warner Road
St. Paul, MN 55106

Matt Holland
Pheasants Forever
679 W. River Drive
New London, MN 56273

Mary Vogel
University of Minnesota
141 Archeology & Landscape
89 Church Street
St. Paul, MN 55455

Dear Commissioner Merriam, Ms. Booth, Mr. Holland and Ms. Vogel:

The LCMR met on July 9, 2003, reviewed and recommended approval of the following work programs which were signed into law on May 28, 2003.

ML 2003, Ch. 128, Art. 1, Sec. 9, Subd 5(a): Restoring Minnesota's Fish and Wildlife Corridors
Approval Notes: (1) Expenditures beginning for each work program for FY04-05 is contingent on completion of Phase I FY02-03 expenditures; (2) Lakescaping Work Program includes expenditures for classified staff as specified.

ML 2003, Ch. 128, Art. 1, Sec. 9, Subd 5(b): Metropolitan Area Wildlife Corridors
ML 2003, Ch. 128, Art. 1, Sec. 9, Subd 6(i): Linking Communities Design, Technology & DNR Trail Resources

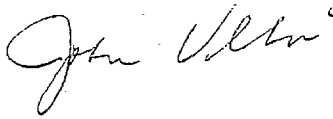
Unless otherwise indicated, all approved work programs are eligible to begin work July 10, 2003.

Please remember that Environment and Natural Resource Trust Fund spending cannot exceed the appropriation available for the first year as stated in the law specific for that project. However, monies can be carried over from the first year through the ending date of the project.

If you have any questions concerning the projects or work programs, please call. The LCMR staff is here to assist in making your project as successful as possible and we always welcome the chance for you to update us on the project.

In addition, please keep us informed about the project activities, meetings and presentations. We (LCMR members and staff) appreciate the opportunity to participate and learn about your project activities and accomplishments throughout the biennium.

Sincerely,



John R. Velin,
Director, LCMR

cc: LCMR Members
Office Of Governor Tim Pawlenty
Keith Bogut, Exec. Budget Officer
Bill Becker & Gail Fox, DNR

President Robert H. Bruininks
University of Minnesota
202 Morrill Hall
100 Church Street SE
Minneapolis, MN 55455

University of Minnesota
Sponsored Projects (SPA)
Brett Carlson
Suite, 450 200 Oak Street SE
Minneapolis, MN 55455



Exhibit B

Commissioner's Plan Travel Allowances

COMMISSIONER'S PLAN TRAVEL ALLOWANCES

Excerpt from the 2001-2003 Commissioner's Plan

Mileage:

Use of personal automobile \$.36 – this rate is always the current Federal IRS mileage reimbursement rate

Use of personal van or van type vehicle \$.50
equipped with a ramp, lift, or other level
changing device designed to provide
wheelchair access.

Use of personal vehicles should include actual odometer readings as evidence of business related travel.

Commercial Transportation:

Taxi, Rental car, airfare provided that no air transportation shall be by first class and all travel shall be for state purposes.

<u>Meals:</u>	<u>Normal Areas</u>	<u>Special Metropolitan Areas **</u>
Breakfast:	\$ 7.00	\$ 8.00
Lunch:	9.00	10.00
Dinner:	15.00	17.00

**Special Metropolitan Areas include:

Atlanta	Hartford	Philadelphia
Baltimore	Houston	Portland, OR
Boston	Kansas City, KS	St. Louis
Chicago	Kansas City, MO	San Diego
Cleveland	Los Angeles	San Francisco
Dallas/Fort Worth	Miami	Seattle
Denver	New Orleans	Washington, DC
Detroit	New York City	

Hotel & Motel Accommodations:

Charges must be reasonable & consistent with the facilities available & good judgement is used in incurring lodging costs.

Baggage Handling: Reasonable costs and gratuities are allowed.

Parking Fees / Tolls: Reasonable costs for the area are allowed.

Telephone Calls: Business related calls only. Proof of eligibility is required.

Exhibit C

Certification And Approval By Board Or Council [if applicable]

RESOLUTION #03-12-340

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

RESOLUTION ENDORSING THE TROTT BROOK GREENWAY PROJECT

WHEREAS, Ramsey City Council desires to protect ecologically significant openspace associated with Trott Brook, by entering into an Agreement with the State of Minnesota for the purpose of acquiring from willing landowners, Conservation and Trail Easements; and

WHEREAS, open spaces are vital to our ecological, economic, and physical health; and

WHEREAS, open space and natural features are an important element to community identity in the City of Ramsey; and

WHEREAS, the Ramsey City Council desires to protect ecologically significant areas with the City; and

WHEREAS, Trott Brook is a high quality, ecologically significant area that creates a large natural corridor across the City.

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 of Ramsey accepts a grant from the State of Minnesota in the amount of \$500,000 for the purpose of acquiring from willing landowners Conservation and Trail Easements.
2. That, The City of Ramsey will contact landowners along Trott Brook. The landowners will be informed of the goals of the proposed project and be invited to participate in the protection of the natural areas and habitats within the corridor.
3. That, Upon contact with landowners along Trott Brook that are interested in land protection, the City of Ramsey will discuss the easement options and concerns of the property owners.
4. That, At the time of tentative agreement, language specific to that parcel will be crafted and an appraisal may be performed. In some cases, a land survey may be necessary preparatory to the appraisal. A purchase agreement will be formulated that addresses all the elements of the land transaction, which will be reviewed by the appropriate legal professionals.
5. That, During the period of negotiations with landowners, the entity that will ultimately own the various easements will be identified, such as the Minnesota Land Trust.
6. That, Land acquisition procedures will be conducted in accordance with the Mn DNR Reimbursement Manual for 2003 LCMR Pass through Appropriations and will meet minimum DNR land standards.
7. That, Upon expressing interest in the conveyance of property to the City or another entity, the City will provide the property owner with; The description of the real property

intended to be purchased, the intended use of the property, the appraisal process and a statement documenting that the landowner will receive a summary or the actual appraisal, and the purchase procedure.

8. That, The appropriate evidence shall be obtained to ensure the real property to be obtained is marketable. This shall include one of the following; an abstract of title, registered property abstract, an attorney's title opinion or title commitment for an owner's policy of title insurance.
9. That, After the individual conditions outlined in the reimbursement manual have been met for the acquisition of land, reimbursement will be sought by the City.
10. That, The amount of reimbursement, for the Trott Brook Greenway will not exceed \$500,000.00. : And all expenditures shall be before June 30, 2006.

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

Mayor Gamec
Councilmember Strommen
Councilmember Cook
Councilmember Elvig
Councilmember Kurak
Councilmember Pearson
Councilmember Zimmerman

and the following voted against the same:

none

and the following abstained:

none

and the following were absent:

none

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 16th day of December 2003.


Mayor

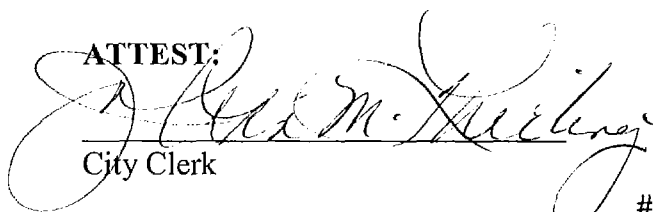
ATTEST:

City Clerk

Exhibit D

Evidence of Compliance with Affirmative Action Statute [if applicable]

Exhibit E

Reimbursement Request Form and Invoice Summary Spreadsheet

LCMR Pass Through Program Payment Request Form

Project Contract Number:	Recipient:	Project Name:
Request Number _____	I certify that I am the individual authorized to request funds; that all expenditures reported have been dispersed and are in accordance with the contract agreement, and all original documentation is retained at our offices in the form of invoices, canceled checks, and signed time records. Copies of these documents are attached as evidence of payment.	
Period for which funds are being requested:		
From: ____/____/____ To: ____/____/____		
Amount of Request \$ _____		
Signature _____		Date _____
Name _____		Title _____
Phone Number: _____		
Remarks:		

For Department Use Only

I have reviewed the evidence provided by the recipient for the goods, materials and/or services presented and they are eligible for reimbursement under the work program. Payment approved in the amount of \$ _____ By _____ Date _____	FY	Vendor Number (9)	
	Dept	Invoice # (20)	
	Contract #	Line #	Object #
	Payment Amount:		
	Transaction Date/No.	Dept. Auth. Signature	

Reminder: Please be sure to attach copies of invoices and evidence of payment as documentation for reimbursements.

Reimbursement Request – Invoic

Instructions: This form is to accompany current approved work program. 2. Use Invoice Summary Spreadsheet. 3. The Calculate the ending balances for this Reimbursement Request Form and ser

Project Title:
Legal Citation: Laws of Minnesota 2003, C
Budget for Results from Work Program

Budget Item	Result	
	Budget	B
Personnel: Staff expenses, wages, salaries		
Personnel: Staff benefits		
Professional/Technical contracts		
Other contracts		
Other direct operating costs		
Equipment / Tools		
Office equipment & computers		
Other capital equipment		
Land acquisition		
Land rights acquisition		
Printing		
Advertising		
Communications, telephone, mail, etc.		
Office Supplies		
Other Supplies		
Travel expenses in Minnesota		
Travel outside Minnesota		
Construction		
Other land improvement		
Other		
Column Total		

Exhibit F

Land Acquisition Procedures

Exhibit F

Land Acquisition Procedures

The Recipient shall follow the following procedures when purchasing real property or an interest in real property with funds available under this Agreement, provided however that these procedures are not required in transactions where real property or an interest in real property is donated to the Recipient even though related expenses are eligible costs covered under this Agreement:

1. **Landowner Information:** The Recipient shall provide to each owner of an interest in real property proposed for purchase with funds available under this Agreement a letter covering the following information:
 - a. A description of the real property to be purchased;
 - b. A general description of the project for which the real property is sought;
 - c. The intended use of the real property by the Recipient, or another entity, if appropriate;
 - d. The process by which the real property will be valued or appraised, including an invitation for the landowner to walk the land with the appraiser;
 - e. The process by which the real property will be purchased;
 - f. A statement that the landowner will be provided with a summary of the documentation of value or appraisal prior to purchase;
 - g. The appropriate contact person for the Recipient.

The Recipient shall provide the landowner with a copy of the letter to sign and return acknowledging receipt of the letter from Recipient. The Recipient will draft its own letters including the above listed elements.

2. **Environmental Review:** The Recipient shall conduct an appropriate environmental review of the real property to determine whether the real property is used or has ever been used for the manufacture, use, storage, or disposal of any hazardous waste or toxic substance, pollutant or contaminants. For real property intended to be conveyed to the Department of Natural Resources (DNR), the Recipient shall consider using the DNR's initial assessment form to expedite the approval process.
3. **Appraisals:**
 - a. For all purchases where the Recipient intends to convey the real property or an interest in real property to DNR, the real property or interest in real property must be appraised and the appraisal then reviewed and certified by a DNR review appraiser.

- b. For all purchases where the purchase price is more than \$20,000, the Recipient shall obtain an appraisal from an appraiser licensed according to the requirements of the laws of the State of Minnesota. In all other instances, where the Recipient is not intending to convey the real property or interest in real property to DNR, the Recipient shall obtain appropriate documentation substantiating the purchase price.
 - c. The Recipient shall provide the landowner with a summary of any required appraisal.
4. **Survey/Legal Description:** The Recipient shall determine if the real property or a part of the real property will need to be surveyed in order to create an acceptable, recordable legal description. If a survey is needed, the Recipient shall obtain a survey from a surveyor licensed according to the requirements of the laws of the State of Minnesota. If the Recipient intends to convey the real property or the interest in real property to DNR, it is advisable for the Recipient to provide DNR with a proposed legal description for the real property for review before an appraisal is completed. The Recipient shall also provide a copy of the survey to DNR for review before closing on the conveyance to DNR. Where the purchase price is based upon a per acre calculation, the Recipient should consider including a provision in the option or purchase agreement that in the event that the acreage changes by more than 1/2 of an acre due to the survey, the purchase price shall be adjusted based on the average per acre value.
5. **Title:** The Recipient shall obtain evidence that title to the real property or interest in real property is marketable and free and clear of any rights, restrictions or encumbrances that would interfere with the use for which the real property or interest in real property is being acquired. Where the Recipient intends to convey the real property or interest in real property to DNR, this shall include either an abstract of title or registered property abstract and an attorney's title opinion or a title commitment for an owner's policy of title insurance. DNR will not accept real property or an interest in real property until such time as it concludes that, in the opinion of the State, title is marketable.
6. **County Board Notification:** Prior to deciding whether to accept any interest in real property purchased under this Agreement, DNR shall discuss the acquisition with or, if needed, obtain the approval of the county board of the county in which the property is located.
7. **Relocation:** State law may require payment of relocation expenses for purchases of any residences or businesses on real property that will be conveyed to the DNR. Generally, the Recipient will seek to avoid acquisition of residences or businesses using funds under this Agreement. In unique circumstances, recipients may work with DNR to obtain from a landowner a waiver of relocation benefits.
8. **Forms:** The Recipient may use Recipient's own option, purchase agreement or other forms for acquisition. It is advisable for the Recipient to review these forms ahead of time with DNR for acquisitions of real property or interests in real property intended to be conveyed to DNR, to avoid terms in the form that may conflict with state policies.

9. **Conditions for Payments of Eligible Costs:** The Recipient may use funds available under this Agreement to cover any costs incurred in following the above land acquisition procedures and as otherwise set out in the Work Program attached as Exhibit A and the List of Deliverable Products and Related Budget attached as Exhibit B subject to the following conditions:

- a. The Recipient will not be entitled to use funds available under this Agreement for any land value costs in excess of 110 percent of appraised value.
- b. In those instances set out above where DNR review and approval of an appraisal, legal description, title work or environmental assessment is required, the Recipient assumes the risk that its costs will not be covered under this Agreement if the Recipient purchases the real property or interest in real property before receiving the required prior DNR certification or approval.
- c. Eligible costs incurred in the purchase of real property or an interest in real property must be documented by:
 - 1) A copy of the letter containing landowner information signed by the seller.
 - 2) A copy of the environmental review document.
 - 3) A copy of any required appraisal or other documentation of value of the real property or interest in real property purchased.
 - 4) The legal description of the real property or interest in real property purchased and any required survey.
 - 5) Evidence of title as required above or as otherwise agreed to by the Attorney General.
 - 6) Evidence of the amount paid or to be paid for the real property or interest in real property.

10. **Payments to DNR:** The Recipient may use or direct funds available under this Agreement to cover costs incurred by DNR for appraisals, title review or other similar direct expenses related to DNR's acquisition of any interest in real property purchased by the Recipient under this Agreement. Recipient may not use funds available under this Agreement to cover these costs if assessed on the basis of a percentage of the fair market value of the interest in real property being acquired.

**CONSERVATION AND TRAIL EASEMENT AND RESTRICTIONS**

THIS CONSERVATION AND TRAIL EASEMENT AND RESTRICTIONS is made effective this 6th day of April, 2006 by Oakwood Land Development, LLC a Minnesota Limited Liability Company, (collectively the "Owner") to and in favor of the CITY OF RAMSEY, a municipal corporation under the laws of the State of Minnesota (hereinafter called "City").

WHEREAS, Minnesota Statutes 84.C.01.05 authorize the grant by private citizens of non-possessory, conservation easements, to protect natural, scenic and open space values, and the authorized grantees include any governmental body empowered to hold an interest in real property under the laws of the State of Minnesota; and

WHEREAS, the City is a: (i) governmental body empowered to own interests in real estate and (ii) is a charter city under Minnesota Statutes; and

WHEREAS, preservation of the Easement Areas defined below will further City goals adopted by the City as Resolution #03-12-340 and is summarized as follows:

(Resolution #03-12-340)

WHEREAS, Ramsey City Council desires to protect ecologically significant open space associated with Trott Brook, by entering into an Agreement with the State of Minnesota for the purpose of acquiring from willing landowners, Conservation and Trail [where applicable] Easements; and

WHEREAS, open spaces are vital to our ecological, economic, and physical health; and

WHEREAS, open space and natural features are an important element to community identity in the City; and

WHEREAS, the Ramsey City Council desires to protect ecologically significant areas within the City; and

WHEREAS, Trott Brook is a high quality, ecologically significant area that creates a large natural corridor across the City; and

WHEREAS, preservation of the Easement Areas will further goals of the State of Minnesota adopted by the State as Minnesota Laws 2001, First Special Session, Chapter 2, Section 14, Subdivision 4(e), which provides funding to accelerate the restoration of Minnesota's fish and wildlife by reestablishing a network of statewide corridors that connect core units of high quality habitat for the purpose of sustaining and enhancing fish and wildlife populations, and restoring the integrity of natural communities that are sustainable with human activities; and

WHEREAS, the Owner owns a parcel of land in the City legally described in Exhibit A attached hereto and made a part hereof (the "Owner Tract"), and wishes to grant to the City a Conservation and Trail Easement and Restrictions (the "CTE & R") over part of the Owner Tract, consistent with the above-named State statutes and City policies, and United States Internal Revenue Code (IRC) 170 (h).

NOW THEREFORE, for good and valuable consideration, the Owner, pursuant to the aforementioned Statutes, Policies and Code conveys to the City, its permitted successors and assigns, the CTE & R. TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto, forever upon the following terms and conditions.

THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO THE CTE & R AND EASEMENTS AREAS:

1. Scope of Easement.

- A. **Purpose.** The purpose of this CTE & R is to preserve and protect in perpetuity the Conservation Values of the Easement Areas by confining the development, management and use of the Easement Areas to activities that are consistent with the preservation of the Conservation Values, by prohibiting activities that significantly impair or interfere with the Conservation Values, and by providing for remedies in the event of any violation of this CTE & R (the "Purpose").

The terms of this CTE & R are specifically intended to provide a significant public benefit by:

- Preserving the open and natural character of the Easement Areas for scenic enjoyment by the general public from views from private properties and streets and by use of the general public when accessing the Easement Areas by trail.
- Providing wildlife a contiguous corridor for habitat which connects to other areas of open space, streams and wetlands.
- Protecting water quality by maintaining a natural buffer between Trott Brook and the adjoining land uses.

(the "Conservation Values.")

- B. **Land Burdened.** The CTE & R burden, and run over, on and across, the tracts of land lying and being in the County of Anoka and State of Minnesota, described and depicted in Exhibit B attached hereto and made a part hereof (the "Easement Areas"), which Easement Areas are part of the Owner Tract.

2. **Owner's Covenants.** The Owner agrees that:

- A. **Inconsistent Activity Prohibited.** Any activity on or use of the Easement Areas that is inconsistent with the purposes of this CTE & R is prohibited. This prohibition specifically includes any intrusion or future development that would interfere with the essential scenic quality of the Easement Areas or the visual enjoyment of the open and natural character of the Easement Areas by the general public.
- B. **Industrial and Commercial Activity.** No industrial or commercial use of the Easement Areas shall be permitted except, a home business use may count the total area of the land, including the Easement Areas for gross area computations as it may be necessary, or other use specifically permitted in Section 3 of this CTE & R.
- C. **Agricultural Use.** No agricultural use of the Easement Areas shall be permitted. This includes tilling, plowing, commercial cultivation of row crops, livestock grazing or production, haying or feedlots.
- D. **Residential Development.** No residential use or development of the Easement Areas shall be permitted except as specifically permitted in Section 3 of this CTE & R.
- E. **Right of Way.** No right of way shall be granted across the Easement Areas in conjunction with any industrial or commercial use.
- F. **Mining.** No mining, drilling, exploring for or removing of any minerals from the Easement Areas shall be permitted.
- G. **Transfer of Development Rights.** No portion of the Easement Areas may be used to satisfy land area requirements for other property not subject to this CTE & R for purposes of calculating building density, lot coverage or open space under otherwise applicable laws, regulations or ordinances controlling land use.
- H. **No Structures and Improvements.** No temporary or permanent buildings, structures, signs, billboards or other advertising of any kind, shall hereafter be erected or placed on or above any part of the Easement Areas without the prior written approval of the City; and no structure within the Easement Areas, even if approved by the City, shall ever be used for residential or commercial purposes, except the following:
 - i. **Utilities.** Utility systems and facilities may be installed, maintained, repaired, extended and replaced to serve those properties adjacent to the CTE & R where the City determines that there is not a more practical

manner to serve such properties. This includes, without limitation, all systems and facilities necessary to provide power, fuel, water, waste disposal and communication.

Utility systems and facilities shall be installed or constructed with minimal grading and disturbance to vegetation. Following installation or construction, the surface shall be timely restored to a condition consistent with the Conservation Values of this CTE & R.

- ii. Signs. No billboards or other signs may be placed or erected on the Easement Areas except for small, unlighted, non-commercial signs for informational or interpretive purposes that have been approved in writing by the City.
- I. Roads and Trails. Public roads or other public rights of way may be established or constructed on the Easement Areas but only upon written City approval. City approval shall not be granted until the City has conducted a public hearing on the subject at which hearing the Conservation Values shall be considered together with the necessity of the proposed public right of way. The City shall have the right to establish recreational trails within the Easement Areas consistent with City policies.
- J. Topography and Surface Alteration. No alteration or change in the topography of the surface of the Easement Areas shall be permitted. This includes no ditching, draining or filling and no excavation or removal of soil, sand, gravel, rock or other materials, except as incidental to activities or uses specifically permitted by this CTE & R. This does not prohibit however, the City from conducting the above actions when there is a public benefit and is in the normal course of municipal affairs.
- K. Vegetation Management. No removal, cutting, pruning, trimming or mowing of any trees or other vegetation, living or dead, and no introduction of non-native species shall be permitted except as follows:
 - i. In conjunction with horticultural activities, or habitat management as specifically permitted in Section 3 of this CTE & R.
 - ii. As reasonably required to construct and maintain permitted structures, roads and other improvements and provided that vegetation shall be restored following any construction to a condition consistent with the Conservation Values of this CTE & R.
 - iii. As reasonably required to prevent or control insects, noxious weeds, invasive vegetation, disease, fire, personal injury or property damage.

L. Water. No alteration or manipulation of natural watercourses, lakes, shorelines, wetlands or other surface or subsurface bodies of water shall be permitted except to restore or enhance wildlife habitat or native biological communities or to improve or enhance the function and quality of existing wetlands as approved in writing by the City.

No activities on or uses of the Easement Areas that cause erosion or are detrimental to water quality or purity shall be conducted or permitted within the Easement Areas.

M. Dumping and Composting. No trash, non-compostable garbage, hazardous or toxic substances or unsightly material may be dumped or accumulated on the Easement Areas. However, burning for the purpose of habitat and noxious weed control and composting may be permitted upon written City approval.

N. Vehicles. Snowmobiles, dune buggies, motorcycles, all-terrain vehicles or other types of motorized recreational vehicles may not be operated on the Easement Areas. Limited off-road use of motorized vehicles is allowed in conjunction with habitat restoration or enhancement as permitted in Section 3 of this CTE & R. This subsection is not intended to otherwise limit the use of motorized vehicles on roads or trails permitted under this CTE & R for maintenance, patrol and emergency operations.

3. **Reservations**. The Owner reserves the following rights:

A. Right to Convey. The Owner may sell, gift, lease, bequeath, devise, mortgage or otherwise encumber or convey the Easement Areas.

i. Any conveyance or encumbrance of the Easement Areas is subject to this CTE & R.

ii. The Owner shall reference this CTE & R in any deed or other document by which the Owner conveys title to the Easement Areas.

B. Subdivision. The Easement Areas may be subdivided into lots and configurations pursuant to the City's subdivision regulations. Each parcel or lot shall remain subject to the terms and conditions of this CTE & R.

This right to subdivide the Easement Areas does not include the right to construct any buildings or structures on the Easement Areas except as to those otherwise permitted by this CTE & R.

- C. Recreational and Educational Uses. The Easement Areas may be used for hiking, cross-country skiing, horseback riding, camping, nature observation or study, and other similar low impact recreational and educational programs or activities by the Owner. Any recreational or educational program or activity undertaken pursuant to this subsection must be exercised in a manner which is consistent with the Conservation Values set forth in this CTE & R.
- D. Habitat. The Easement Areas may be used to maintain, restore or enhance habitat for wildlife and native biological communities in accordance with a management plan approved by the City in writing.

4. **City Rights.** In order to accomplish the purposes of this CTE & R, the City is granted the following rights:

- A. Other Sections. Those rights, uses and activities set forth in other sections of this CTE & R.
- B. Signs. The right to place on the Easement Areas signs that identify the land as protected by this CTE & R.
- C. Right to Enter. The right to enter the Easement Areas upon reasonable notice to the Owner for the following purposes:
 - i. To inspect the Easement Areas and to monitor compliance with the terms of this CTE & R.
 - ii. To obtain evidence for use in seeking judicial or other enforcement of this CTE & R.
 - iii. To survey or otherwise mark the boundaries of all or part of the Easement Areas in order to determine whether there has been or may be a violation of this CTE & R. Any survey or boundary demarcation completed under this subsection will be at the City's expense.
 - iv. Ecological Management. To manage or control diseased trees, noxious weeds and invasive species.
 - v. To otherwise exercise its rights under this CTE & R.

5. **Remedies.** All rights and remedies under Minnesota Statutes 84.65 and 84C.03 and as from time to time amended are available to the City to enforce this CTE & R. Also, if there is a violation or breach of this CTE & R, the City may institute suit(s) to enjoin any violation of the CTE & R by instituting proceedings for ex parte, temporary and/or permanent injunction including prohibitory and/or mandatory injunctive relief and to require

restoration of the Easement Area to the condition and appearance that existed prior to the violation complained of. The City shall also have available all legal and other equitable remedies to enforce Owner's obligations hereunder. Enforcement remedies shall comply with the following conditions:

- A. Notice. The City may not initiate judicial action until the Owner has been given notice of the violation, or threatened violation, and a reasonable opportunity to correct the violation. This provision shall not apply if, in the sole discretion of the City, immediate judicial action is necessary to prevent or mitigate significant damage to the Easement Areas or if reasonable, good faith efforts to notify the Owner are unsuccessful.
- B. Discretionary Enforcement. Enforcement of the terms of this CTE & R is solely at the discretion of the City. The City does not waive or forfeit the right to take any action necessary to assure compliance with the terms of this CTE & R by any delay or prior failure of the City in discovering a violation or initiating enforcement proceedings.
- C. Acts Beyond Owner's Control. The City may not bring any action against the Owner for any change to the Easement Areas resulting from causes beyond the Owner's control, such as changes caused by fire, flood, storm, natural deterioration or the unauthorized acts of persons other than the Owner or the Owner's agents, employees or contractors or resulting from reasonable actions taken in good faith under emergency conditions to prevent or mitigate damage resulting from such causes.
- D. Right to Report. In addition to other remedies, the City has the right to report any environmental concerns or conditions or any actual or potential violations of any environmental laws to appropriate regulatory agencies.

6. Limited Assignment. The City's rights under this CTE & R may be assigned or transferred only to a conservation organization which is a qualified organization under Section 170(h) of the Internal Revenue Code and related regulations and which is authorized to hold conservation easements under Minnesota law.

As a condition of any assignment or transfer, the City shall require any future holder of this CTE & R to continue to carry out the Conservation Values of this CTE & R in perpetuity.

The City will notify the Owner of any assignment within fifteen (15) days of the assignment and will provide the Owner with the name and address of the assignee.

7. Amendment. Under appropriate circumstances, this CTE & R may be amended upon agreement of Owner and City. However, no amendment will be allowed if, in the sole and exclusive judgment of the City, it (i) does not further the Purpose, (ii) will adversely impact the

Conservation Values , (iii) affects the perpetual duration of the CTE & R, or (iv) affects the validity of the CTE & R under Minnesota law. Any amendment must be in writing and recorded in the same manner as the CTE & R to be effective.

8. **Warranties.** The Owner represents and warrants as follows:

- A. The Owner is the sole owner of the Easement Areas in fee simple and has the right and ability to convey this CTE & R to the City.
- B. The Easement Areas is free and clear of all encumbrances other than those subordinated to this CTE & R, the lien of property taxes, special assessments, and the Permitted Encumbrances, if any listed on Exhibit C, attached hereto.
- C. The Owner has no actual knowledge of any use or release of hazardous waste or toxic substances on the Easement Areas that is in violation of a federal, state or local environmental law and will defend, indemnify and hold the City harmless against any claims of contamination from such substances.

9. **Real Estate Taxes.** The Owner shall pay all property taxes and assessments levied against the Easement Areas.

10. **Ownership Costs and Liabilities.** The Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership of the Easement Areas. The City shall defend, indemnify and hold the Owner harmless from any and all liability for any property damage or personal injury caused by use of the public of the areas within the CTE & R. Notwithstanding the preceding sentence, nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise, Further, any and all claims brought by the Owner, the Owner's successors or assigns and or any other third party, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statute Chapter 466. The Owner will maintain liability insurance on the Easement Areas consistent with the remainder of the Owner's Tract.

11. **Notice and Approval.** Any notice or request for approval required by this CTE & R must be in writing and is subject to the following:

- A. **Delivery.** Any required notice or request for approval must be delivered personally or sent by first class mail or other nationally recognized delivery service to the appropriate party at the following addresses (or other address specified in writing):

To the Owner:

To the City:
City of Ramsey
15153 Nowthen Boulevard NW
Ramsey, MN 55303

- B. Timing. Unless otherwise specified in this CTE & R, any required notice or request for approval must be delivered at least 30 days prior to the date proposed for initiating the activity in question.
- C. Content. The notice or request for approval must include sufficient information to allow the City to make an informed decision on whether any proposed activity is consistent with the terms and purposes of this CTE & R. At a minimum this shall include (i) the location, nature and scope of the proposed activity, (ii) the proposed use, design and location of any building, structure or improvement and (iii) the potential impact on the Conservation Values of the Easement Areas.
- D. Approval. The City may withhold its approval if it determines that the proposal is inconsistent with the terms or purposes of this CTE & R or lacks sufficient information to allow the City to reach an informed decision. The City may condition its approval on the Owner's acceptance of modifications, which would, in the City's judgment, make the proposed activity consistent with the CTE & R or otherwise meet any concerns. Failure of the City, or its successors or assigns shall not constitute an approval under any circumstances.

12. **Covenants Run With Land**. This CTE & R shall run with and burden the Easement Areas in perpetuity. The terms, covenants and conditions hereof shall run with the land and shall be binding on all present and future owners of the Easement Areas, and shall inure to the benefit of the City, its permitted successors and assigns. This CTE & R creates a property right immediately vested in the City and its successors and assigns that cannot be terminated or extinguished except as set out herein.

13. **Extinguishment**. If circumstances arise in the future that render the Purpose of this CTE & R impossible to accomplish, this CTE & R Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceeding in a court of competent jurisdiction. The parties hereto agree that economic hardship on the part of the Grantee, or the owners, heirs, successors or assigns shall not be sufficient grounds for extinguishment or termination of this Easement.

14. **Definitions**. Unless the context requires otherwise, the term "Owner" includes, jointly and severally, the current owner or owners of the Easement Areas identified above and their personal representatives, heirs, successors and assigns in title to the Easement Areas. The term "City" includes its successors or assigns to its interest in this CTE & R.

15. **Termination of Rights and Obligations**. A party's rights and obligations under this CTE & R terminate upon the transfer or termination of that party's interest in this CTE & R

15. **Termination of Rights and Obligations.** A party's rights and obligations under this CTE & R terminate upon the transfer or termination of that party's interest in this CTE & R or the Easement Areas, provided, however, that any liability for acts or omissions occurring prior to the transfer or termination will survive that transfer or termination.

16. **Recording.** The City will record this CTE & R in a timely manner with the Anoka County Recorder. The City may re-record this CTE & R or any other documents necessary to protect its rights under this CTE & R or to assure the perpetual enforceability of this CTE & R.

17. **Controlling Law and Construction.** This CTE & R shall be governed by the laws of the State of Minnesota and construed to resolve any ambiguities or questions of validity of specific provisions in favor of giving maximum effect to its Conservation Values and to the policies and purposes of Minnesota Statutes Chapter 84C.

18. **Severability.** A determination that any provision or specific application of this CTE & R is invalid shall not affect the validity of the remaining provisions or any future application.


19. **Additional Documents.** The Owner agrees to execute or provide any additional documents reasonably needed by the City to carry out in perpetuity the provisions and the intent of this CTE & R, including, but not limited to any documents needed to correct any legal description or title matter or to comply with any federal, state, or local law, rule or regulation.

20. **Entire Agreement.** This document sets forth the entire agreement of the parties with respect this CTE & R and supersedes all prior discussions or understandings.

IN TESTIMONY WHEREOF, Owner has caused these presents to be executed the day and year first above written.

OWNER:

Oakwood Land Development, LLC


By Its: V.P. of Development

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 6th day of April, 2006, by Gregory J. Peterson the Vice President of Development of Oakwood Land Development, LLC, a Limited Liability Company under the law of the State of Minnesota.



[Signature]
Notary Public
My Commission Expires:

ACCEPTANCE

The City of Ramsey hereby accepts the foregoing Conservation and Trail Easement and Restrictions this 6th day of April, 2006.

CITY OF RAMSEY

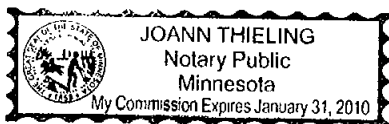
By: [Signature]
Title: Its Mayor

ATTEST:

BY: [Signature]
Title: Its City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 6th day of April, 2006, by Thomas G. Gamec and James E. Norman the Mayor and the City Administrator of the City of Ramsey under the laws of the State of Minnesota, on behalf of the City.



[Signature]
Notary Public
My Commission Expires:

The foregoing instrument was
Drafted By:
The City of Ramsey
15153 Nowthen Blvd.
Ramsey, MN 55303



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

T05-11009

EXHIBIT A

Parcel A:

An easement for conservation and trail purposes over, under and across those parts of the Northeast Quarter of the Northwest Quarter and the Southeast Quarter of said Northwest Quarter, all in Section 10, Township 32, Range lying Southerly of a line running parallel with and 32.00 feet Northerly of, as measured perpendicular to, "Line A" and Northerly of "Line B".

Together with those parts of the Southwest Quarter of said Northwest Quarter and the Northwest Quarter of the Southwest Quarter, all in said Section 10 lying Southerly of Trott Brook, so called, and lying Northerly of said "Line.B".

Together with that part of the Northeast Quarter of the Southeast Quarter, of Section 9, said Township 32, Range 25, lying Northerly of said "Line B". All located in Anoka County, Minnesota.

"Line A" is described as follows:

Beginning at a point on the East line of said Northeast Quarter of the Northwest Quarter of Section 10 distant 819.15 feet Southerly of the Northeast corner thereof, as measured along said East line; for the purposes of this description said East line is assumed to bear South 00 degrees 11 minutes 56 seconds East; thence South 75 degrees 58 minutes 02 seconds West a distance of 210.51 feet; thence South 88 degrees 14 minutes 24 seconds West a distance of 181.03 feet; thence South 60 degrees 04 minutes 17 seconds West a distance of 749.16 feet; thence South 54 degrees 21 minutes 57 seconds West a distance of 343.82 feet to the West line of said Southeast Quarter of the Northwest Quarter and said line there terminating.

"Line B" is described as follows:

Beginning at a point on said East line of the Northeast Quarter of the Northwest Quarter of Section 10, distant 870.75 feet Southerly of said Northeast corner thereof, as measured along said East line; for the purposes of this description said East line is assumed to bear South 00 degrees 11 minutes 56 seconds East; thence South 71 degrees 23 minutes 30 seconds West a distance of 370.89 feet; thence South 56 degrees 44 minutes 05 seconds West a distance of 80.23 feet; thence South 01 degrees 23 minutes 54 seconds East a distance of 30.04 feet; thence South 32 degrees 10 minutes 53 seconds West a distance of 57.11 feet; thence South 49 degrees 02 minutes 23 seconds West a distance of 139.43 feet; thence South 58 degrees 59 minutes 45 seconds West a distance of 102.12 feet; thence South 75 degrees 25 minutes 29 seconds West a distance of 120.86 feet; thence South 70 degrees 25 minutes 47 seconds West a distance of 103.54 feet; thence South 87 degrees 29 minutes 03 seconds West a distance of 121.20 feet; thence South 69 degrees 50 minutes 38 seconds West a distance of 75.31 feet; thence South 41 degrees 30 minutes 06 seconds West a distance of 120.75 feet; thence South 21 degrees 59 minutes 43 seconds West a distance of 97.82 feet; thence South 35 degrees 41 minutes 46 seconds West a distance of 74.09 feet; thence South 38 degrees 50 minutes 59 seconds West a distance of 125.74 feet; thence South 81 degrees 03 minutes 48 seconds West a distance of 156.01 feet; thence South 50 degrees 36 minutes 05 seconds West a distance of 88.69 feet; thence South 65 degrees 27 minutes 47 seconds West a distance of 346.72 feet; thence South 54 degrees 52 minutes 33 seconds West a distance of 102.29 feet; thence South 44 degrees 59 minutes 53 seconds West a distance of 143.66 feet; thence South 36 degrees 22 minutes 09 seconds West a distance of 127.55 feet; thence South 32 degrees 48 minutes 57 seconds West a distance of 198.53 feet; thence South 45 degrees 05 minutes 01 seconds West a distance of 159.65 feet; thence South 54 degrees 49 minutes 53 seconds West a distance of 119.73 feet; thence South 36 degrees 37 minutes 15 seconds West a distance of 82.96 feet; thence South 53 degrees 23 minutes 42 seconds West a distance of 216.82 feet; thence South 66 degrees 17 minutes 30 seconds West a distance of 95.54 feet; thence South 79 degrees 27 minutes 12 seconds West a distance of 101.52 feet; thence South 69 degrees 06 minutes 40 seconds West a distance of 97.65 feet; thence South 54 degrees 33 minutes 56 seconds West a distance of 281.59 feet; thence South 83 degrees 18 minutes 24 seconds West a distance of 182.09 feet; thence South 63 degrees 04 minutes 43 seconds West a distance of 157.03 feet; thence South 33 degrees 18 minutes 40 seconds West a distance of 336.99 feet; thence South 44 degrees 40 minutes 57 seconds West a distance of 396.90 feet to the West line of said Northeast Quarter of the Southeast Quarter of Section 9 and there terminating.

ANOKA COUNTY MINNESOTA

Document No.: 1983446.001 ABSTRACT

I hereby certify that the within instrument was filed in this
office for record on: 04 06 2006 4:26:00 PM

Fees Taxes In the Amount of: \$46.00

MAUREEN J. DEVINE

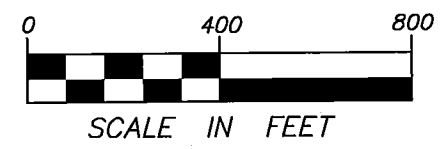
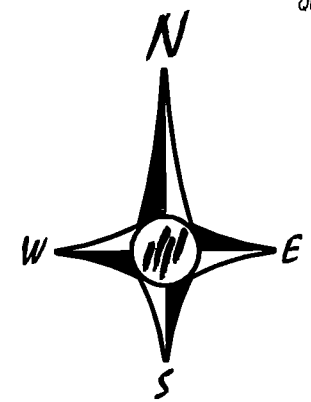
Anoka County Property Tax

Administrator Recorder Registrar of Titles

D.L.A. Deputy

Record ID: 1673972

EXHIBIT B



NORTH LINE OF THE NORTHEAST QUARTER OF SEC 9, T 32, R 25, ANOKA COUNTY, MINNESOTA

NORTH LINE OF THE NORTHWEST QUARTER OF SEC 10, T 32, R 25, ANOKA COUNTY, MINNESOTA

NORTH LINE OF THE NORTHEAST QUARTER OF SEC 10, T 32, R 25, ANOKA COUNTY, MINNESOTA

NE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SEC 10, T 32, R 25, ANOKA COUNTY, MINNESOTA

EAST LINE OF THE NE 1/4 OF THE NW 1/4 OF SEC 10, T 32, R 25, ANOKA COUNTY, MINNESOTA

NORTH LINE OF THE SW 1/4 OF THE NW 1/4 OF SEC 10, T 32, R 25, ANOKA COUNTY, MINNESOTA

BANK OF TROTT BROOK

WEST LINE OF THE SW 1/4 OF THE NW 1/4 OF SEC 10, T 32, R 25, ANOKA COUNTY, MINNESOTA

CSAHL NO.5 (NOWTHEN BLVD)

WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SEC 10, T 32, R 25, ANOKA COUNTY, MINNESOTA

EAST LINE OF THE SE 1/4 OF THE NW 1/4 OF SEC 10, T 32, R 25, ANOKA COUNTY, MINNESOTA

NORTH LINE OF THE NE 1/4 OF THE SE 1/4 OF SEC 9, T 32, R 25, ANOKA COUNTY, MINNESOTA

SOUTH LINE OF THE SE 1/4 OF THE NW 1/4 OF SEC 10, T 32, R 25, ANOKA COUNTY, MINNESOTA

NORTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SEC 10, T 32, R 25, ANOKA COUNTY, MINNESOTA

WEST LINE OF THE NW 1/4 OF THE SW 1/4 OF SEC 10, T 32, R 25, ANOKA COUNTY, MINNESOTA

EAST LINE OF THE NW 1/4 OF THE SW 1/4 OF SEC 10, T 32, R 25, ANOKA COUNTY, MINNESOTA

EAST LINE OF THE NE 1/4 OF THE SE 1/4 OF SEC 9, T 32, R 25, ANOKA COUNTY, MINNESOTA

WEST LINE OF THE NE 1/4 OF THE SE 1/4 OF SEC 9, T 32, R 25, ANOKA COUNTY, MINNESOTA

PASSE ENGINEERING, INC.

REGISTERED PROFESSIONAL LAND SURVEYORS
1611 COUNTY HIGHWAY 10 NORTHEAST
SPRING LAKE PARK, MINNESOTA (PH 780-4100)

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

RESOLUTION #21-138

RESOLUTION APPROVING REIMBURSEMENT AGREEMENT FOR CONSERVATION AND TRAIL EASEMENT PARTIAL VACATION ASSOCIATED WITH A RETAINING WALL AT 7349 168TH CIR NW

RECITALS

1. John and JoDell Seaman, hereafter referred to as “Property Owners”, properly applied for Conditional Use Permit for fill in a floodplain on the following described property located in the City of Ramsey:

Lot 9, Block 2, Brookfield 8th Addition, Anoka County, Minnesota

(the ‘Subject Property’);
2. That the Property Owners placed fill in the back yard of the Subject Property to create a flatter backyard with a retaining wall.
3. That the Subject Property is partially in the DNR Floodplain, including where the fill was placed.
4. That the Subject Property is encumbered by a Conservation and Trail Easement that does not allow fill to be placed.
5. That the City acquired said Conservation and Trail Easement through funds from the State of Minnesota Legislature’s Legislative-Citizen Commission on Natural Resources (LCCMR), which will require partial reimbursement for the area of encroachment supported by a certified appraisal.
6. That the City can request a partial vacation of said easement per the required reimbursement noted above.
7. That the City has considered a broader solution for the entire easement along the south side of Trott Brook in the Brookfield Neighborhood.
8. That the City has attempted to assist this process along through managing the project, completing floodplain modelling, and working through the required appraisal and LCCMR process with in-kind assistance of staff time.
9. That the perceived complexity of the boundary of the Conservation and Trail Easement and overlap with floodplain boundary creates a unique physical condition.
10. That procedural complexities have created delays in outside agency approvals.

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 relieves the Property Owners of the reimbursement requirement for vacating a portion of the Conservation and Trail Easement previously funded by LCCMR.
2. That the City Council agrees to pay for any reimbursement required by LCCMR by allowing this retaining wall to remain in its current location.

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 ____ day of
_____, 2021.

Mayor

ATTEST:

City Clerk

CC Regular Session

5. 2.

Meeting Date: 05/11/2021

Submitted For: Sean Sullivan, Community Development

By: Wendy Schlueter, Community Development

Information

Title

Approve Business License - New tobacco shop (Ramsey Tobacco LLC)

Purpose/Background:

Purpose:

To obtain City Council approval of various license requests.

Background:

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

Recommendation:

Staff recommends approval of business license application. Background check has been approved by Police Chief Katers.

Action:

Motion to approve the attached business license application.

Attachments

Business License

Form Review

Inbox	Reviewed By	Date
Sean Sullivan	Wendy Schlueter	05/04/2021 01:59 PM
Sean Sullivan	Sean Sullivan	05/05/2021 11:35 AM
Tim Gladhill	Tim Gladhill	05/06/2021 09:05 AM
Kurt Ulrich	Kurt Ulrich	05/06/2021 11:52 AM
Form Started By: Wendy Schlueter		Started On: 05/04/2021 10:13 AM
Final Approval Date: 05/06/2021		

Report Name: License Report - License Types

Council Dates: 5/11/2021 to 5/11/2021

Status: Active, Inactive

License Type(s): 3.2 Beer Off-Sale, 3.2 Beer On-Sale
Temporary, Liquor 2 A.M. Closing, Liquor Off-Sale,
Liquor On-Sale, Liquor On-Sale Sunday, Temporary
Intoxicating, Wine On-Sale, Amusement Center,
Amusement Devices/Billiard Tables, Business License-1st
Year, Business License-Renewal, Garbage Haulers,
Pawnbroker, Multi-Family Rental, Second Hand Goods
Dealer, Special Events, Temporary
Amusement/Carnival/Circus, Therapeutic Massage
Establishment, Therapeutic Massage Therapist, Tobacco,
Transient Merchant/Peddler/Solicitor

City of Ramsey License Report - License Types

Printed: 5/4/2021

Page: 1

<u>Company</u>	<u>Applicant</u>	<u>Location</u>	<u>Complex</u>	<u>Exp. Date</u>	<u>Council</u> <u>Date</u>	<u>Status</u>
Tobacco						
Ramsey Tobacco LLC	Rafil Salman Jassim	6415 Highway 10 NW		12/31/2021	5/11/2021	A

Tobacco License Count: 1

Total Licenses: 1

CC Regular Session

5.3.

Meeting Date: 05/11/2021

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 2021.

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.) are subject to the license and inspection program as required by code.

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	05/06/2021 09:45 AM
Kurt Ulrich	Kurt Ulrich	05/06/2021 10:39 AM
Form Started By: JoAnn Shaw		Started On: 04/28/2021 11:18 AM
Final Approval Date: 05/06/2021		

Report Name: License Report - License Types
Council Dates: 5/11/2021 to 5/11/2021
Status: Active, Inactive
License Type(s): Multi-Family Rental, Rental

City of Ramsey License Report - License Types

Printed: 5/6/2021
Page: 1

<u>Company</u>	<u>Applicant</u>	<u>Location</u>	<u>Complex</u>	<u>Exp. Date</u>	<u>Council</u> <u>Date</u>	<u>Status</u>
Rental						
Anthony Reed		16101 Ramsey Blvd NW		6/12/2024	5/11/2021	A
HPA US1, LLC		14871 Xkimo St NW		6/12/2024	5/11/2021	A

Rental License Count: 2

Total Licenses: 2

CC Regular Session

5. 4.

Meeting Date: 05/11/2021

By: Jason Fredrickson, 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:

HP Compaq 8300 Small Form PC (6)
HP Compaq 8300 PC Tower (2)
HP Compaq 8200 PC Tower (2)
HP Compaq 8000 PC Tower
HP Compaq dc7800 PC Tower (2)
HP Compaq 6200 PC microtower
HP Netbook
HP EliteBook 2730p laptop
HP Prodesk 600 G1 micro PC
Acer laptop TravelMate 2480
Panasonic Analog Dome Cameras (4)
Epson Projector
Crestron Control Panel
Network Switch Power Supply
NEC Monitor
airMax Sector Antenna
Lexmark Inkjet Printer
HP Compaq 6005 Pro PC
One PCI graphics card
Dell Laptop
Humanscale Sit/Stand Station
Mouse peripheral (5)
Keyboard (13)
PC Speakers (3)
One box of various laptop & cellular batteries
PD Scanner (radio)
One HP Laptop dock
One box of misc. power adapters
Surge Suppressor
Cellular Phone (6)
Web Cameras (9)
Hard Drives (29)
Samsung Monitor
Laminating Machine
Digital camera (3)
Internal DVD Burner drive (2)

Recommendation:

Staff recommends Council declare the above named item(s) as surplus and authorize sale/disposal of same.

Action:

Motion to declare the following item as surplus and authorize sale/disposal of same:

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	05/05/2021 08:57 AM
Kurt Ulrich	Kurt Ulrich	05/06/2021 11:53 AM
Form Started By: Jason Fredrickson		Started On: 05/05/2021 08:23 AM
Final Approval Date: 05/06/2021		

Meeting Date: 05/11/2021

By: Jeff Katers, Police

Information

Title

Approve State of MN Joint Powers Agreements with the City of Ramsey on behalf of its City Prosecutor and Police Department

Purpose/Background:

The City of Ramsey on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements (JPA) with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State’s criminal justice data communications network (CJDN) for which the City is eligible. The JPA further provides the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

This is a renewal of existing JPAs between the parties.

Observations/Alternatives:

This JPA is required for the city prosecutor to receive criminal justice data from the Minnesota Bureau of Criminal Apprehension. Without a JPA agreement, the city of Ramsey PD would have to obtain the criminal justice data and supply it to the prosecutors office on each criminal case. That is a less than efficient process.

Funding Source:

No additional cost. Costs are covered in existing prosecution contract between city of Ramsey and Eckberg Lammers, LLC.

Recommendation:

Approve Resolution #21-134 and sign attached JPA's so this service can continue.

Action:

Approve Resolution #21-134.

Attachments

Pros Atty Master JPA

Pros Atty Court Ammendment

Resolution #21-134

Form Review

Inbox

Kurt Ulrich

Form Started By: Jeff Katers

Final Approval Date: 05/06/2021

Reviewed By

Kurt Ulrich

Date

05/06/2021 11:55 AM

Started On: 05/05/2021 09:44 AM



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Ramsey on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.
- 2.2 **Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name: Dana Gotz, Deputy Superintendent
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue
Saint Paul, MN 55106
Telephone: 651.793.2007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Thomas Weidner, City Attorney
Address: 1809 Northwestern Ave, Ste 110
Stillwater, MN 55082
Telephone: 651.351.2119
Email Address: tweidner@eckbergglammers.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

- 7.3 If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.

 - 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by

Governmental Unit and BCA's determination controls.

- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

- 9.3.1** Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

- 9.3.2** Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

- 11.1 Termination.** The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

- 11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____ Mark Kuzma _____
(PRINTED)

Signed: _____

Title: _____ City Mayor _____
(with delegated authority)

Date: _____

Name: _____ Kurt Ulrich _____
(PRINTED)

Signed: _____

Title: _____ City Administrator _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Ramsey on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 190468, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Mark Kuzman
(PRINTED)

Signed: _____

Title: City Mayor
(with delegated authority)

Date: _____

Name: Kurt Ulrich
(PRINTED)

Signed: _____

Title: City Administrator
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

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

RESOLUTION #21-134

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF RAMSEY ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Ramsey on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State’s criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five-year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Ramsey on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Prosecuting Attorney, Tom Weidner, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.
3. That the Prosecuting Attorney, Tom Weidner, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.
4. That Mark Kuzma, the Mayor for the City of Ramsey and Kurt Ulrich, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

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

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of May, 2021.

Mayor

ATTEST:

City Clerk

CC Regular Session

5. 6.

Meeting Date: 05/11/2021

By: Jackie Lipski, Finance

Information

Title

Adopt Resolution #21-119 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of April 22, 2021 through May 5, 2021.

Purpose/Background:

Adopt Resolution #21-119 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of April 22, 2021 through May 5, 2021.

Recommendation:

Staff Recommends to Adopt Resolution #21-119 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of April 22, 2021 through May 5, 2021.

Action:

Motion to Adopt Resolution #21-119 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of April 22, 2021 through May 5, 2021.

Attachments

Bills List 5/11/2021

Resolution 5/11/2021

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	05/06/2021 08:48 AM
Kurt Ulrich	Kurt Ulrich	05/06/2021 11:56 AM
Form Started By: Jackie Lipski		Started On: 05/05/2021 11:49 AM
Final Approval Date: 05/06/2021		

RAMSEY CITY COUNCIL MEETING
5/11/2021
BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	<u>SUBMITTED FOR APPROVAL</u>
Purchase Journal:	
Prepays 4/22/2021-5/5/2021	244,422.69
Accounts Payable 4/22/2021-5/5/2021	182,891.56
Payroll 4/30/2021	197,629.92

TOTAL SUBMITTED FOR APPROVAL THIS MEETING
(Invoices Available for Reviewal)

\$ 624,944.17

	<u>APPROVED PREV. MTG</u>	<u>2021 Y.T.D.</u>
DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:		
NET PAYROLL TOTAL	\$ 204,818.59	\$ 1,576,799.12
CORRECTION TO PAYROLL		
PREPAIDS	275,038.71	3,821,853.61
PREPAID ADJUSTMENTS		
WIRE TRANSFERS FOR DEBT SERVICE		2,912.50
CORRECTION TO D.S.		
ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
BILLS LIST SUBMITTED	337,097.09	2,588,169.79
ADD (DELETE) BILLS LIST SUBMITTED		
PAY ESTIMATE(S)	1,858,316.19	4,303,934.06
CHECKS VOIDED	0.00	0.00
TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED	\$ 2,675,270.58	\$ 12,293,669.08

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

4/22/2021 -- 12/31/2021

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
112514	4/22/2021		111377 ANOKA MUNICIPAL UTILITY						
		51.92	14034 DYSPROSIUM ST NW ST LT		106784	22-610280-00 MAR 21	9603.6371		ELECTRIC UTILITIES
		44.78	BUNKER LK BLVD/DYSPROSIUM		106785	22-612000-01 MAR 21	0260.6371		ELECTRIC UTILITIES
		109.35	CTY RD 116/HWY 47 SIGNAL		106786	22-613120-01 MAR 21	0260.6371		ELECTRIC UTILITIES
		88.80	RAMSEY STREET LIGHTS		106787	22-990005-01 MAR 21	9603.6371		ELECTRIC UTILITIES
		<u>294.85</u>							
112515	4/22/2021		100297 CENTERPOINT ENERGY						
		1,866.53	7550 SUNWOOD DR NW		106789	6702493-5 MAR 21	0194.6373		GAS
		116.83	14515 E TOWN CENTER DR		106790	8782239-1 MAR 21	9601.6373		GAS
		386.81	5650 ALPINE DR NW		106791	5961540-1 MAR 21	0220.6373		GAS
		198.18	15050 ARMSTRONG BLVD NW		106792	5914352-9 MAR 21	0220.6373		GAS
		36.96	6745 HIGHWAY 10 NW		106793	6776401-9 MAR 21	9410.6373	00041001	GAS
		214.70	6701 HIGHWAY 10 NW		106794	6011580-5 MAR 21	9410.6373	00041012	GAS
		<u>2,820.01</u>							
112516	4/22/2021		106583 DELTA DENTAL PLAN OF MINNESOTA						
		3,754.70	MAY 2021 DENTAL INS		106795	RIS0003432266	9101.2170		DENTAL/DISABILITY/LIFE
		<u>3,754.70</u>							
112517	4/22/2021		118497 FELTER, ALLAN						
		134.00	WATER EFF GRANT PROGRAM		106796	042021	9601.6436		WATER EFFICIENCY REB
		<u>134.00</u>							
112518	4/22/2021		115574 HEALTHPARTNERS						
		66,799.50	MAY 21 MEDICAL INS		106797	104250840	9101.2176		LIFE/HEALTH-EMPLOYEE
		<u>66,799.50</u>							
112519	4/22/2021		118492 LINDAHL, CODY						
		75.00	REIMBURSE MAILBOX DAMAGE		106798	041921	0311.6267		OTHER STREET MAINTEN
		<u>75.00</u>							
112520	4/22/2021		100391 POSTMASTER						
		1,875.67	POSTAGE MAY/JUNE 21 RESIDENT		106799	042021	0195.6322		POSTAGE
		<u>1,875.67</u>							
112521	4/22/2021		112959 PREMIUM WATERS INC						
		41.19	FIRE DEPT- BOTTLED WATER		106800	318076120	0220.6489		OTHER CONTRACTED SI
		55.29	FIRE DEPT- BOTTLED WATER		106801	318039744	0220.6489		OTHER CONTRACTED SI
		<u>96.48</u>							
112522	4/22/2021		100423 RILEY, CHRIS						
		200.00	WATER EFF GRANT PROGRAM		106802	042021	9601.6436		WATER EFFICIENCY REB
		<u>200.00</u>							
112523	4/22/2021		115972 ROBINSON, SCOTT						

CITY OF RAMSEY
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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
112523	4/22/2021		115972 ROBINSON, SCOTT						Continued.
		1,555.50	MAY/JUNE 21 ADS- RAMSEY RES		106803	042021	9101.4609		OTHER MISCELLANEOUS
		<u>1,555.50</u>							
112585	4/29/2021		115203 ALL AMERICAN TITLE CO INC						
		409.67	UB REF 5679 157TH AVE NW		106840	042721	9601.4651		WATER REVENUE
		<u>409.67</u>							
112586	4/29/2021		113045 ANCONA TITLE AND ESCROW						
		59.03	UB REF 14731 COBALT ST #19		106841	042721	9601.4651		WATER REVENUE
		<u>59.03</u>							
112587	4/29/2021		113045 ANCONA TITLE AND ESCROW						
		404.12	UB REF 5751 152ND WAY NW		106842	042721A	9601.4651		WATER REVENUE
		<u>404.12</u>							
112588	4/29/2021		118499 BESCH, JUSTIN						
		417.88	UB REF 14170 TUNGSTEN ST NW		106843	042721	9601.4651		WATER REVENUE
		<u>417.88</u>							
112589	4/29/2021		118073 BETTIN INC						
		26.00	CANCEL PERMIT RA44732		106867	042621	9101.4206		PLUMBING PERMIT
		<u>26.00</u>							
112590	4/29/2021		117280 CENTRA HOMES						
		8,125.00	REDUCE SUREITY-COTTAGES COR		106844	116742	9804.6315	00116742	MISCELLANEOUS PROFE
		<u>8,125.00</u>							
112591	4/29/2021		112506 CITIES MANAGEMENT ASSOCIATION						
		100.00	REF DAMAGE DEP 9/14/2018		106845	042221	9804.1160		KEY & DAMAGE DEPOSIT
		<u>100.00</u>							
112592	4/29/2021		100870 EDINA REALTY TITLE						
		70.36	UB REF 7320 147TH TER NW		106846	042721	9601.4651		WATER REVENUE
		<u>70.36</u>							
112593	4/29/2021		118502 K DESIGNERS						
		50.00	REFUND PERMIT RA47647		106847	042321	9101.4205		BUILDING PERMIT
		1.00	REFUND PERMIT RA47647		106847	042321	9101.2081		SURCHARGES-PERMITS
		<u>51.00</u>							
112594	4/29/2021		113464 LAND TITLE						
		58.03	UB REF 14587 OLIVINE WAY NW		106848	042721	9601.4651		WATER REVENUE
		<u>58.03</u>							
112595	4/29/2021		113464 LAND TITLE						
		181.74	UB REF 6166 RIVLYN AVE NW		106849	042721A	9601.4651		WATER REVENUE
		<u>181.74</u>							
112596	4/29/2021		115826 LIFE FITNESS						
		140.00	2020 FRANCHISE FEE REBATE		106850	042921	9435.6433		REFUNDS
		<u>140.00</u>							
112597	4/29/2021		118498 MOIDOM PROPERTIES LLC						
		150.00	UB REF 7772 149TH AVE NW		106852	042721	9601.4651		WATER REVENUE
		<u>150.00</u>							

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4/22/2021 – 12/31/2021

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
112597	4/29/2021		118498 MOIDOM PROPERTIES LLC						Continued.
112598	4/29/2021		100351 NCPERS GROUP LIFE INS						
		464.00	MAY 2021 LIFE INS		106853	704800052021	9101.2170		DENTAL/DISABILITY/LIFE
		464.00							
112599	4/29/2021		107356 NETWORK TITLE INC						
		453.89	UB REF 14540 IODINE ST NW		106854	042721	9601.4651		WATER REVENUE
		453.89							
112600	4/29/2021		118008 REALTECH TITLE LLC						
		190.06	UB REF 5240 149TH LN NW		106855	042821	9601.4651		WATER REVENUE
		190.06							
112601	4/29/2021		118008 REALTECH TITLE LLC						
		267.06	UB REF 6230 151ST LN NW		106856	042821A	9601.4651		WATER REVENUE
		267.06							
112602	4/29/2021		114865 STEWART TITLE CO						
		416.99	UB REF 14701 NEON ST NW		106857	042721	9601.4651		WATER REVENUE
		416.99							
112603	4/29/2021		113038 THE TITLE GROUP						
		278.99	UB REF 5712 162ND LN NW		106858	042721	9601.4651		WATER REVENUE
		278.99							
112604	4/29/2021		117096 TITLE SMART						
		236.66	UB REF 15233 GERMANIUM CIR NW		106861	042721	9601.4651		WATER REVENUE
		236.66							
112605	4/29/2021		114074 TITLE SPECIALIST INC						
		45.17	UB REF 7026 161ST LN NW		106862	042721	9601.4651		WATER REVENUE
		45.17							
112606	4/29/2021		114606 TITLESMAART INC						
		47.17	UB REF 6334 153RD LN NW		106859	042721	9601.4651		WATER REVENUE
		47.17							
112607	4/29/2021		114606 TITLESMAART INC						
		378.94	UB REF 15379 IODINE ST NW		106860	042721A	9601.4651		WATER REVENUE
		378.94							
112608	4/29/2021		116311 TRADEMARK TITLE SERVICES INC						
		216.65	UB REF 16725 LIMONITE ST NW		106863	042721	9601.4651		WATER REVENUE
		216.65							
112609	4/29/2021		116311 TRADEMARK TITLE SERVICES INC						
		425.59	UB REF 14731 ARGON ST NW		106864	042721A	9601.4651		WATER REVENUE
		425.59							
112610	4/29/2021		118500 ZIMMERMAN, SHERI						
		405.63	UB REF 14682 SODIUM ST NW		106865	042721	9601.4651		WATER REVENUE
		405.63							
1002428	4/23/2021		116114 AVESIS THIRD PARTY ADMINISTRATORS						
		187.56	VISION INS MAY 2021		106788	2710952	9101.2170		DENTAL/DISABILITY/LIFE

Council Check Register by GL
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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
1002428	4/23/2021	187.56	116114 AVESIS THIRD PARTY ADMINISTRATORS						Continued.
1002429	4/23/2021		100510 VERIZON WIRELESS						
		75.64	MAR/APR 21 SERVICE		106804	9877263949	0130.6323		CELLULAR PHONES
		83.02	MAR/APR 21 SERVICE		106804	9877263949	0192.6321		TELEPHONE
		397.90	MAR/APR 21 SERVICE		106804	9877263949	0191.6323		CELLULAR PHONES
		114.68	MAR/APR 21 SERVICE		106804	9877263949	0194.6323		CELLULAR PHONES
		550.18	MAR/APR 21 SERVICE		106804	9877263949	0220.6323		CELLULAR PHONES
		271.87	MAR/APR 21 SERVICE		106804	9877263949	0240.6323		CELLULAR PHONES
		211.05	MAR/APR 21 SERVICE		106804	9877263949	0301.6323		CELLULAR PHONES
		212.24	MAR/APR 21 SERVICE		106804	9877263949	0311.6323		CELLULAR PHONES
		251.48	MAR/APR 21 SERVICE		106804	9877263949	0452.6323		CELLULAR PHONES
		283.67	MAR/APR 21 SERVICE		106804	9877263949	9601.6323		CELLULAR PHONES
		2,451.73							
1002478	4/30/2021	126.10	106641 AMERICAN PRESSURE INC						
		126.10	SWIVEL		106839	119452	0311.6249		MISCELLANEOUS OPER/
1002479	4/30/2021	3,087.50	100031 ANOKA COUNTY						
		3,087.50	OUTLOT A 20-32-25-31-0004		106866	042921	9437.4503		PREPAYMENTS-SPECIAL
1002480	4/30/2021	139.95	117440 MCNALLY, KATIE						
		139.95	REIMB. GRAMMARLY RPT WRITE		106851	041521	0211.6451		MEMBERSHIP DUES
90602325	4/30/2021	25,405.25	100398 PUBLIC EMPLOYEES RETIREMENT ASSN						
		34,160.97			106869	0429211021572	9101.2174		PERA-EMPLOYEE
		59,566.22			106870	0429211021573	9101.2183		PERA-EMPLOYER
91633056	4/30/2021	12,850.85	100601 MN DEPT OF REV WH						
		12,850.85			106871	0429211021574	9101.2172		STATE WITHHOLDING
92027671	4/30/2021	27,883.49	101306 IRS						
		15,087.98			106872	0429211021575	9101.2171		FEDERAL WITHHOLDING
		15,087.98			106873	0429211021576	9101.2173		FICA & MEDICARE-EMPL
		58,059.45			106874	0429211021577	9101.2182		FICA & MEDICARE-EMPL
99513784	4/30/2021	10,460.18	114790 GREAT WEST LIFE AND ANNUITY INS CO						
		10,460.18			106875	0429211021578	9101.2175		DEFERRED COMPENSAT
99516349	4/30/2021	3,946.96	114790 GREAT WEST LIFE AND ANNUITY INS CO						
		3,946.96			106876	0429211021579	9101.2176		LIFE/HEALTH-EMPLOYEE
99530217	4/30/2021	1,920.85	100223 ICMA RETIREMENT TRUST 457						
		1,920.85			106868	0429211021571	9101.2175		DEFERRED COMPENSAT
		244,422.69	Grand Total						Payment Instrument Totals

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<u>Check #</u>	<u>Date</u>	<u>Amount</u>	<u>Supplier / Explanation</u>	<u>PO #</u>	<u>Doc No</u>	<u>Inv No</u>	<u>Account No</u>	<u>Subledger</u>	<u>Account Description</u>
		244,422.69	Grand Total						
							<u>Payment Instrument Totals</u>		
							Checks	91,625.34	
							EFT Payments	146,804.51	
							A/P ACH Payment	5,992.84	
							Total Payments	244,422.69	

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3204
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JLIPSKI
 Payment Instrument Check Payment
 Pay Through Date 12/31/2021

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
100006	AA DRIVE LINE SPECIALTIES INC	PINION YOKE/MISC	PV 106906 001 09101	4/28/2021	10782	416.10
	AA DRIVE LINE SPECIALTIES INC	PINION YOKE/MISC	PV 106906 002 09101	4/28/2021	10782	116.45
	801 NORTH STREET ANOKA MN 55303				Summary Total	532.55
					Payment Amount	532.55
100063	ASPEN MILLS	MISC -M. BARKER	PV 106881 001 09101	3/30/2021	271788	2,234.53
	ASPEN MILLS				Summary Total	2,234.53
	8201 C CENTRAL AVE NE SPRING LAKE PARK MN 55432	M. BARKER BOOTS	PV 106882 001 09101	4/19/2021	273024	159.95
					Summary Total	159.95
					Payment Amount	2,394.48
101084	BATTERIES PLUS BULBS	12 V BATTERIES	PV 106816 001 09101	4/23/2021	P39027082	87.80
	BATTERIES PLUS BULBS				Summary Total	87.80
	138 SOUTH DALE MABRY HWY TAMPA FL 33609				Payment Amount	87.80
108513	BLAINE LOCK AND SAFE INC	WORK AT FIRE STATION 1	PV 106916 001 09101	4/21/2021	25540	862.00
	BLAINE LOCK AND SAFE INC				Summary Total	862.00
	10136 SUNSET AVENUE BLAINE MN 55014				Payment Amount	862.00
111922	BLUE LINE CUSTOM FABRICATION, LLC	SQUAD PRINTER MOUNTS (12)	PV 106884 001 09101	4/9/2021	210009	3,554.40
	BLUE LINE CUSTOM FABRICATION, LLC				Summary Total	3,554.40
	13854 191ST COURT NW ELK RIVER MN 55330				Payment Amount	3,554.40
114802	CITIES DIGITAL INC	7/21-7/22 RENEW SUPPORT/UPDATE	PV 106817 001 09101	4/12/2021	51350	6,423.00
	CITIES DIGITAL INC				Summary Total	6,423.00
	2000 O NEIL ROAD SUITE 150 HUDSON WI 54016				Payment Amount	6,423.00

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Payee Number	Name / Mailing Address	Stub Message	Document Ty Number	Item Itm	Co	Due Date	Invoice Number	Payment Amount
112411	COUNTRY SIDE SERVICES OF MN INC	PLOW/BLADE CRATE 620	PV	106819	001 09101	4/22/2021	1-104515-01	7,253.92
	COUNTRY SIDE SERVICES OF MN INC 6228 HIGHWAY 10 NW RAMSEY MN 55303						Summary Total	7,253.92
							Payment Amount	7,253.92
100141	DAVE PERKINS CONTRACTING INC	ALPINE STORM SEWER REPAIR	PV	106887	001 09605	4/22/2021	27622	14,100.00
	DAVE PERKINS CONTRACTING INC 19745 NOWTHEN BLVD NW ANOKA MN 55303-9655						Summary Total	14,100.00
							Payment Amount	14,100.00
100169	EMERGENCY APPARATUS MAINTENANCE INC	WORK ON 565	PV	106935	001 09101	4/20/2021	118399	2,491.30
	EMERGENCY APPARATUS MAINTENANCE INC 7512 4TH AVENUE LINO LAKES MN 55014						Summary Total	2,491.30
		WORK ON 565	PV	106936	001 09101	4/20/2021	117274	2,252.80
							Summary Total	2,252.80
							Payment Amount	4,744.10
100143	FERGUSON WATERWORKS # 2516	METER GASKETS	PV	106893	001 09601	4/15/2021	0471804	138.00
	FERGUSON WATERWORKS 2516 P O BOX 802817 CHICAGO IL 60680-2817						Summary Total	138.00
		RENEW ANNUAL MAINT 2021/2022	PV	106937	001 09601	4/15/2021	0471354	2,255.00
							Summary Total	2,255.00
							Payment Amount	2,393.00
117332	HEARTLAND TIRE INC HEARTLAND TIRE INC	TIRE REPAIR 367	PV	106939	001 09101	4/27/2021	9040423	2.22
		TIRE REPAIR 367	PV	106939	002 09101	4/27/2021	9040423	27.78
	7151 RIVERDALE DRIVE NW RAMSEY MN 55303						Summary Total	30.00
							Payment Amount	30.00
115760	HENRY SCHEIN INC	MISC SUPPLIES	PV	106894	001 09101	4/15/2021	92559733	160.11
	HENRY SCHEIN INC DEPT CH 10241						Summary Total	160.11
		MISC SUPPLIES	PV	106895	001 09101	4/5/2021	92045066	42.20

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 Payment Instrument Check Payment
 Pay Through Date 12/31/2021

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number Number	Item Itm	Co	Due Date	Invoice Number	Payment Amount
PALATINE IL 60055-0241			Summary Total						42.20
			Payment Amount						202.31
115846	LAND CREATIONS INC	6 SPRUCE TREES	PV	106941	001	09101	4/30/2021	952948	1,200.00
LAND CREATIONS INC 2786 184TH AVE			Summary Total						1,200.00
		3 MAPLE TREES 11/19/20	PV	106942	001	09101	5/4/2021	952946	600.00
EAST BETHEL MN 55092			Summary Total						600.00
			Payment Amount						1,800.00
100256	LANO EQUIPMENT INC	ASSY COUPLER	PV	106943	001	09101	4/27/2021	02-827088	83.71
LANO EQUIPMENT INC 6140 HIGHWAY 10 NW ANOKA MN 55303			Summary Total						83.71
			Payment Amount						83.71
114036	MAJESTIC TENTS AND EVENTS	DEP HD 21 TENT RENTAL	PV	106965	001	09297	5/5/2021	050521	555.00
MAJESTIC TENTS AND EVENTS 522 6TH AVENUE NW ROCHESTER MN 55901			Summary Total						555.00
			Payment Amount						555.00
108208	METRO PRODUCTS INC	MISC ITEMS	PV	106826	001	09101	4/22/2021	158866	764.98
METRO PRODUCTS INC 7401 CENTRAL AVENUE NE FRIDLEY MN 55432			Summary Total						764.98
			Payment Amount						764.98
112858	MIDWAY FORD	2021 FORD 620	PV	106947	001	09101	4/21/2021	129273	32,880.80
MIDWAY FORD 2777 NORTH SNELLING AVENUE ROSEVILLE MN 55113			Summary Total						32,880.80
			Payment Amount						32,880.80
104920	MINNESOTA HIGHWAY SAFETY RESEARCH CNTR	CLASS ADS NONSWORN HYBRID	PV	106897	001	09101	4/20/2021	48490	650.00
MINNESOTA HIGHWAY SAFETY RESEARCH CNTR			Summary Total						650.00

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 Bank Account 999.1010 CASH IN BANK 00002224
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 Originator JLIPSKI
 Payment Instrument Check Payment
 Pay Through Date 12/31/2021

Payee Number Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
720 FOURTH AVENUE SOUTH ST CLOUD MN 56301-4498					Payment Amount 650.00
103163 MINNESOTA STATE COMMUNITY TECH COLLEGE	CLASS BROMEN/SUFKA 4/17/21	PV 106964 001 09101	4/19/2021	041921	260.00
MINNESOTA STATE COMMUNITY TECH COLLEGE ATTN: DENICE BREWER 1900 SOUTH 28TH AVE MOORHEAD MN 56560				Summary Total	260.00
				Payment Amount	260.00
100345 NAPA AUTO PARTS ELK RIVER	DISC/SILICONE	PV 106827 001 09101	4/23/2021	108834	16.78
NAPA AUTO PARTS ELK RIVER 17137 YALE STREET NW	VALVE	PV 106828 001 09101	4/20/2021	108243	9.99
P O BOX 1041 ELK RIVER MN 55330	HEADLAMP	PV 106898 001 09101	4/25/2021	109004	15.14
				Summary Total	15.14
				Payment Amount	41.91
117849 NORTHSTAR COMPANIES	MASKS/BSFA PD	PV 106950 001 09101	3/30/2021	I-1507	862.50
NORTHSTAR COMPANIES 625 ST LOUIS STREET SUITE 8 HOPKINS MN 55343				Summary Total	862.50
				Payment Amount	862.50
114895 PRO TECH SECURITY SYSTEMS	REPLACE CABLE	PV 106953 001 09101	4/21/2021	7224	90.00
PRO TECH SECURITY SYSTEMS 129 CENTRAL AVE OSSEO MN 55369				Summary Total	90.00
				Payment Amount	90.00
100454 ST CLOUD STATE UNIVERSITY	C. LASHER 21 MCFOA CONF	PV 106957 001 09101	4/27/2021	042721	275.00
ST CLOUD STATE UNIVERSITY ATTENTION: ROXANN NEU BH211A	K. SCHMIDT 21 MCFOA CONF	PV 106958 001 09101	4/27/2021	042721A	275.00
				Summary Total	275.00
				Payment Amount	275.00

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CITY OF RAMSEY
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Payment Group Control Number 3204
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JLIPSKI
 Payment Instrument Check Payment
 Pay Through Date 12/31/2021

Payee Number Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
720 FOURTH AVENUE SOUTH ST CLOUD MN 56301					Summary Total 275.00
					Payment Amount 550.00
100854 ST PAUL, CITY OF CITY OF ST PAUL 15 W KELLOGG BLVD 700 CITY HALL ST PAUL MN 55102	ASPHALT	PV 106837 001 09101	4/9/2021	IN45046	769.30
					Summary Total 769.30
					Payment Amount 769.30
118112 THE EARPHONE CONNECTION THE EARPHONE CONNECTION 25139 AVE STANFORD VALENCIA CA 91355	MICRO SPEAKERS	PV 106905 001 09101	4/20/2021	276634	243.45
					Summary Total 243.45
					Payment Amount 243.45
100495 TWIN CITIES FLAG SOURCE TWIN CITIES FLAG SOURCE 3240 - 199TH AVENUE NW ANOKA MN 55303	FIRE STATION FLAGS	PV 106838 001 09101	4/12/2021	34961	316.00
					Summary Total 316.00
	RE: ALPINE PARK	PV 106961 001 09101	4/26/2021	35027	438.26
					Summary Total 438.26
	CENTRAL PARK	PV 106962 001 09101	4/26/2021	35022	94.00
					Summary Total 94.00
					Payment Amount 848.26
115936 VISUAL IMPACT LLC VISUAL IMPACT LLC 9702 ULYSSES ST NE BLAINE MN 55434	PRINTING	PV 106963 001 09101	4/26/2021	59993	35.00
					Summary Total 35.00
					Payment Amount 35.00
100529 WENDELL'S INC WENDELL'S INC 6601 BUNKER LAKE BLVD PO BOX 458 RAMSEY MN 55303-0458	BADGES RAINES/RANKIN	PV 106836 001 09101	4/21/2021	2555333	10.46
					Summary Total 10.46
					Payment Amount 10.46

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3204
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2021

..... Payee	Stub	.. Document	Due	Invoice	Payment
Number Name / Mailing Address	Message	Ty Number Itm Co	Date	Number	Amount
Total Amount to be Processed					83,022.93
Total Number of Payments to be Processed					28

R04570

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3205
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JLIPSKI
 Payment Instrument T A/P ACH Payment
 Pay Through Date 12/31/2021

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number Number	Item Itm	Co	Due Date	Invoice Number	Payment Amount
111610	A DYNAMIC DOOR CO. INC.	WORK ON DOOR 7	PV	106907	001	09101	4/9/2021	22103252	54.20
	A DYNAMIC DOOR CO. INC.	WORK ON DOOR 7	PV	106907	002	09101	4/9/2021	22103252	277.30
	4588 194TH AVENUE NE EAST BETHEL MN 55092								Summary Total 331.50
									Payment Amount 331.50
111385	ACHIEVE SERVICES INC	SHREDDING 3/19/2021	PV	106877	001	09101	4/21/2021	26436	66.00
	ACHIEVE SERVICES INC 1201 89TH AVENUE NE BLAINE MN 55434								Summary Total 66.00
									Payment Amount 66.00
100026	ANDERSON IRRIGATION	FERTILIZER- 4/12/2021 MATERIAL	PV	106878	001	09101	4/13/2021	8	3,378.16
	ANDERSON IRRIGATION 3200 MAIN STREET NE SUITE 240 MINNEAPOLIS MN 55448								Summary Total 3,378.16
		FERTILIZER- PARKS/CITY HALL	PV	106879	001	09101	4/13/2021	9	6,756.39
									Summary Total 6,756.39
									Payment Amount 10,134.55
100031	ANOKA COUNTY	35-32-25-31-0057 RP	PV	106805	001	09101	4/28/2021	042821	1.16
	ANOKA COUNTY 2100 - 3RD AVENUE ANOKA MN 55303								Summary Total 1.16
		28-32-25-22-0057 RP	PV	106806	001	09214	4/28/2021	042821A	702.78
									Summary Total 702.78
		16-32-25-23-0001 RP	PV	106807	001	09101	4/28/2021	042821B	69.14
									Summary Total 69.14
		20-32-25-44-0002 RP	PV	106808	001	09101	4/28/2021	042821C	155.54
									Summary Total 155.54
		28-32-25-31-0005 RP	PV	106809	001	09101	4/28/2021	042821D	27.92
									Summary Total 27.92
		27-32-25-33-0012 RP	PV	106810	001	09101	4/28/2021	042821E	69.14
									Summary Total 69.14
		23-32-25-41-0047 RP	PV	106811	001	09101	4/28/2021	042821F	545.16
									Summary Total 545.16
		28-32-25-42-0024 RP	PV	106812	001	09101	4/28/2021	042821G	545.16
									Summary Total 545.16
		28-32-25-31-0017 RP	PV	106813	001	09101	4/28/2021	042821H	545.16
									Summary Total 545.16

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3205
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JLIPSKI
 Payment Instrument T A/P ACH Payment
 Pay Through Date 12/31/2021

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
		27-32-25-33-0008 RP	PV 106814 001 09101	4/28/2021	042821I	69.14
			Summary Total			69.14
		25-32-25-44-0012 RP	PV 106815 001 09101	4/28/2021	042821J	21.30
			Summary Total			21.30
		34-32-25-12-0008 REAL	PV 106908 001 09410	4/7/2021	040721	11,891.64
			Summary Total			11,891.64
		34-32-25-12-0009 REAL	PV 106909 001 09410	4/7/2021	040721A	155.54
			Summary Total			155.54
		00066-2003 PP PRO POWER SPORTS	PV 106910 001 09410	4/7/2021	040721B	1,220.06
			Summary Total			1,220.06
		28-32-25-31-0007 RP	PV 106911 001 09410	4/7/2021	040721C	4,152.34
			Summary Total			4,152.34
		28-32-25-31-0020 RP	PV 106912 001 09410	4/7/2021	040721D	3,647.96
			Summary Total			3,647.96
		14-32-25-21-0003 RP	PV 106913 001 09101	4/7/2021	040721E	172.86
			Summary Total			172.86
		00066-2001 PP RM GOLF CARTS	PV 106914 001 09410	4/7/2021	040721F	7,323.06
			Summary Total			7,323.06
			Payment Amount			31,315.06
107587 ANOKA COUNTY TREASURY DEPARTMENT	PORTABLE RADIOS		PV 106880 001 09101	4/21/2021	AR017773	8,963.50
			Summary Total			8,963.50
ANOKA COUNTY TREASURY DEPARTMENT 2100 THIRD AVENUE ANOKA MN 55303	MAY 2021 CAC FIBER		PV 106915 001 09101	4/19/2021	B210419M	492.00
			Summary Total			492.00
			Payment Amount			9,455.50
116848 BAYCOM INC	SQUAD MODEMS/ANTENNAS		PV 106883 001 09101	4/14/2021	EQUIPINV_032344	6,800.00
			Summary Total			6,800.00
BAYCOM INC N16 W23217 STONE RIDGE DRIVE # 250 WAUKESHA WI 53188			Payment Amount			6,800.00
100647 BOLTON AND MENK INC	RAMSEY/ DOLOMITE ST DEMO		PV 106917 001 09230	4/20/2021	0267605	8,124.00

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3205
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JLIPSKI
 Payment Instrument T A/P ACH Payment
 Pay Through Date 12/31/2021

Payee Number Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
Summary Total					8,124.00
BOLTON AND MENK INC 1960 PREMIER DRIVE	RAMSEY/RIVERDALE FEB 20/APR 2	PV 106918 001 09402	4/20/2021	0267602	3,080.50
Summary Total					3,080.50
Payment Amount					11,204.50
MANKATO MN 56001-5900					
116197 CINTAS CORPORATION	UNIFORM CLEANING	PV 106818 001 09101	4/21/2021	4082105959	16.50
CINTAS CORPORATION	UNIFORM CLEANING	PV 106818 002 09101	4/21/2021	4082105959	5.00
CINTAS LOC #4K	UNIFORM CLEANING	PV 106818 003 09101	4/21/2021	4082105959	17.98
P O BOX 650838	UNIFORM CLEANING	PV 106818 004 09101	4/21/2021	4082105959	17.98
Summary Total					57.46
DALLAS TX 75265-0838	UNIFORM CLEANING	PV 106919 001 09101	4/28/2021	4082771156	16.50
	UNIFORM CLEANING	PV 106919 002 09101	4/28/2021	4082771156	5.00
	UNIFORM CLEANING	PV 106919 003 09101	4/28/2021	4082771156	12.94
	UNIFORM CLEANING	PV 106919 004 09101	4/28/2021	4082771156	12.94
Summary Total					47.38
Payment Amount					104.84
110734 CITY OF RAMSEY	5650 ALPINE DR NW	PV 106885 001 09101	4/25/2021	726528 1ST QTR 2021	338.49
Summary Total					338.49
CITY OF RAMSEY P O BOX 251100	15050 ARMSTRONG BLVD NW	PV 106886 001 09101	4/25/2021	727978 1ST QTR 2021	563.55
Summary Total					563.55
ST PAUL MN 55125-6100	7550 SUNWOOD DR NW	PV 106920 001 09101	4/25/2021	444931294 1ST QTR 21	207.04
Summary Total					207.04
	161ST AVE/URANIMATE IRRG E	PV 106921 001 09101	4/25/2021	727918 1ST QTR 21	2.43
Summary Total					2.43
	161ST/URANIMATE IRRG W	PV 106922 001 09101	4/25/2021	727919 1ST QTR 21	2.43
Summary Total					2.43
	7401 E RAMSEY PKWY	PV 106923 001 09101	4/25/2021	724628 1ST QTR 21	119.72
Summary Total					119.72
	14700 TOWN CENTER DR NW	PV 106924 001 09101	4/25/2021	724470 1ST QTR 21	2.43
Summary Total					2.43
	6860 RIVERDALE DR NW	PV 106925 001 09101	4/25/2021	723960 1ST QTR 21	119.72
Summary Total					119.72
	14779 ZEOLITE ST NW	PV 106926 001 09101	4/25/2021	722164 1ST QTR 21	2.43

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3205
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JLIPSKI
 Payment Instrument T A/P ACH Payment
 Pay Through Date 12/31/2021

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Item	Co	Due Date	Invoice Number	Payment Amount	
			Summary Total							2.43
	16303 QUICKSILVER IRRIG		PV	106927	001	09101	4/25/2021	724931 1ST QTR 21	2.43	
			Summary Total							2.43
	16303 QUICKSILVER ST NW		PV	106928	001	09101	5/11/2021	724874 1ST QTR 21	135.67	
			Summary Total							135.67
	14700 ERKIUM ST NW		PV	106929	001	09101	4/25/2021	726294 1ST QTR 21	44.58	
			Summary Total							44.58
	6701 HIGHWAY 10 NW		PV	106930	001	09410	4/25/2021	719019 1ST QTR 21	1,031.25	
			Summary Total							1,031.25
	7650 SUNWOOD DR		PV	106931	001	09240	4/25/2021	444931372 1ST QTR 21	119.72	
			Summary Total							119.72
			Payment Amount							2,691.89
113306	DEFINITIVE TECHNOLOGY SOLUTIONS INC	APRIL/MAY 21 CONTRACT	PV	106932	001	09101	4/22/2021	INV217605	569.76	
	DEFINITIVE TECHNOLOGY SOLUTIONS INC 9401 JAMES AVENUE SOUTH SUITE 120 BLOOMINGTON MN 55431		Summary Total							569.76
			Payment Amount							569.76
100144	DEHN OIL COMPANY	DIESEL FUEL	PV	106820	001	09101	4/20/2021	83044	885.96	
	DEHN OIL COMPANY 6735 141ST AVENUE NW RAMSEY MN 55303	DIESEL FUEL	PV	106888	001	09101	4/22/2021	81905	861.86	
			Summary Total							885.96
			Summary Total							861.86
			Payment Amount							1,747.82
101185	DO ALL PRINTING COM INC	BUSINESS CARDS RAINES/RANKIN	PV	106821	001	09101	4/20/2021	51200	42.00	
	DO ALL PRINTING COM INC 6360 HIGHWAY 10 NW RAMSEY MN 55303	MAY/JUNE 21 RAMSEY RES	PV	106933	001	09101	4/28/2021	51321	4,858.16	
			Summary Total							42.00
			Summary Total							4,858.16
			Payment Amount							4,900.16
100158	ECM PUBLISHERS INC	ORD 21-01	PV	106889	001	09101	4/16/2021	830245	64.50	

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3205
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JLIPSKI
 Payment Instrument T A/P ACH Payment
 Pay Through Date 12/31/2021

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number Number	Item Itm	Co	Due Date	Invoice Number	Payment Amount
	ECM PUBLISHERS INC								Summary Total 64.50
	4095 COON RAPIDS BLVD	ORD 21-02	PV	106890	001	09101	4/16/2021	830246	53.75
	COON RAPIDS MN 55433								Summary Total 53.75
		ORD 21-03	PV	106891	001	09101	4/16/2021	830247	96.75
									Summary Total 96.75
		BID TIGER STREET	PV	106934	001	09435	4/23/2021	831275	247.25
									Summary Total 247.25
									Payment Amount 462.25
107099	FASTENAL	MISC PARTS	PV	106892	001	09101	4/19/2021	MNTC8194019	13.56
	FASTENAL COMPANY								Summary Total 13.56
	P O BOX 1286								
	WINONA MN 55987								Payment Amount 13.56
107737	FINANCE AND COMMERCE INC	BIDS TIGER STREET	PV	106938	001	09435	4/23/2021	745038724	175.96
	FINANCE AND COMMERCE INC								Summary Total 175.96
	SDS 12-2619								
	P O BOX 86								
	MINNEAPOLIS MN 55486-2619								Payment Amount 175.96
112475	INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	PV	106822	001	09101	4/22/2021	IN3330829	7.78
	INNOVATIVE OFFICE SOLUTIONS								Summary Total 7.78
	P O BOX 860627	OFFICE SUPPLIES	PV	106823	001	09101	4/21/2021	IN3329259	104.95
	MINNEAPOLIS MN 55486-0001								Summary Total 104.95
		OFFICE SUPPLIES	PV	106824	001	09101	4/21/2021	IN3329161	132.54
									Summary Total 132.54
		CREDIT- RETURN FOLDERS	PD	106940	001	09101	5/11/2021	SCN-105780	37.62-
									Summary Total 37.62-
									Payment Amount 207.65
100283	MENARDS COON RAPIDS	MISC SUPPLIES	PV	106944	001	09101	4/11/2021	48992	323.79
	MENARDS COON RAPIDS								Summary Total 323.79
	3045 MAIN STREET	MISC SUPPLIES	PV	106945	001	09101	4/22/2021	49723	15.88
	COON RAPIDS MN 55433								Summary Total 15.88

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3205
 Bank Account 999,1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JLIPSKI
 Payment Instrument T A/P ACH Payment
 Pay Through Date 12/31/2021

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number Number	Item Itm	Co	Due Date	Invoice Number	Payment Amount
Payment Amount									339.67
100284	MENARDS ELK RIVER	REFRIG- UTILITIES	PV	106825	001	09601	4/16/2021	29696	650.56
	MENARDS ELK RIVER		Summary Total						650.56
	19521 EVANS STREET NW	MISC SUPPLIES	PV	106896	001	09101	4/18/2021	29787	244.13
	ELK RIVER MN 55330-1077		Summary Total						244.13
		MISC SUPPLIES	PV	106946	001	09101	4/23/2021	30065	51.43
			Summary Total						51.43
Payment Amount									946.12
100341	MTI DISTRIBUTING INC	MISC SUPPLIES	PV	106948	001	09101	4/28/2021	1298464-00	821.91
	MTI DISTRIBUTING INC		Summary Total						821.91
	SDS 12-1900								
	P O BOX 86								
	MINNEAPOLIS MN 55486-1900								
Payment Amount									821.91
115167	NET TRANSCRIPTS INC	TRANSCRIPTION	PV	106949	001	09101	4/23/2021	NT3325	15.75
	NET TRANSCRIPTS INC		Summary Total						15.75
	3707 N. 7TH STREET SUITE 320								
	PHOENIX AZ 85014								
Payment Amount									15.75
115071	NORTHLAND OCCUPATIONAL HEALTH	PRE EMPLOY DRUG SCREEN	PV	106829	001	09101	4/20/2021	10313	50.00
	NORTHLAND OCCUPATIONAL HEALTH		Summary Total						50.00
	7533 SUNWOOD DRIVE NW SUITE 212								
	RAMSEY MN 55303								
Payment Amount									50.00
110480	OPUS 21 MANAGEMENT SOLUTIONS	MARCH 21 SERVICES	PV	106951	001	09601	4/20/2021	210321	26.28
	OPUS 21 MANAGEMENT SOLUTIONS	MARCH 21 SERVICES	PV	106951	002	09601	4/20/2021	210321	26.28
	680 COMMERCE DRIVE SUITE 160	MARCH 21 SERVICES	PV	106951	003	09601	4/20/2021	210321	26.28
	WOODBURY MN 55125	MARCH 21 SERVICES	PV	106951	004	09601	4/20/2021	210321	26.28
		MARCH 21 SERVICES	PV	106951	005	09601	4/20/2021	210321	26.30
Summary Total									131.42
Payment Amount									131.42

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3205
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JLIPSKI
 Payment Instrument T A/P ACH Payment
 Pay Through Date 12/31/2021

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Item	Co	Due Date	Invoice Number	Payment Amount
			Summary Total						516.35
			Payment Amount						1,537.60
100469	STREICHER'S POLICE EQUIPMENT	MATERIAL FOR FACE SHIELDS	PV	106900	001	09101	4/19/2021	11497802	1,547.72
			Summary Total						1,547.72
	STREICHER'S POLICE EQUIPMENT 10911 WEST HWY 55	EAR INSERTS/GLOVES/CHAIN	PV	106901	001	09101	4/19/2021	11497866	99.94
			Summary Total						99.94
MINNEAPOLIS MN 55441		AMMO HOLDERS	PV	106902	001	09101	4/13/2021	11496545	102.40
			Summary Total						102.40
		VEST-J. DIXON	PV	106903	001	09290	4/13/2021	11496536	1,089.40
			Summary Total						1,089.40
		MISC ITEMS	PV	106904	001	09101	4/12/2021	11496443	295.90
			Summary Total						295.90
		MISC PD SUPPLIES	PV	106959	001	09101	4/27/2021	11499475	714.93
			Summary Total						714.93
		PD SUPPLIES	PV	106960	001	09101	4/26/2021	11499203	966.78
			Summary Total						966.78
			Payment Amount						4,817.07
112688	TITAN MACHINERY	HYDRAULIC OIL	PV	106833	001	09101	4/21/2021	15412040	149.90
			Summary Total						149.90
	TITAN MACHINERY 14375 JAMES ROAD	ENGINE OIL	PV	106834	001	09101	4/21/2021	15413674	170.00
			Summary Total						170.00
ROGERS MN 55374		FILTER	PV	106835	001	09101	4/21/2021	15411938	125.00
			Summary Total						125.00
			Payment Amount						444.90
Total Amount to be Processed									99,868.63
Total Number of Payments to be Processed									30

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #21-119

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF APRIL 22, 2021 THROUGH MAY 5, 2021

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of April 22, 2021, through May 5, 2021, in the amount of \$ 624,944.17 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 April 22, 2021, through May 5, 2021, in the amount of \$ 624,944.17.

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 Kuzma
Councilmember
Councilmember
Councilmember
Councilmember
Councilmember
Councilmember

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

None

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 11th day of May, 2021.

Mayor

ATTEST:

City Clerk

Meeting Date: 05/11/2021

By: Chris Anderson, Community
Development

Information

Title

Adopt Resolution #21-120 Approving an Easement Encroachment Agreement for the Property Located at 5410 149th Lane NW (Project No. 21-115): Case of Jake and Kathrine LaFlair

Purpose/Background:

The City received an application for a Building Permit from Jake and Kathrine LaFlair (the "Property Owner") for a sixteen foot (16') diameter above ground swimming pool (the "pool") to be installed at 5410 149th Lane NW (the "Subject Property"). The proposed pool would be located within a drainage and utility easement (the "Easement") that encumbers approximately the eastern 2/3 of the Subject Property. As part of the review process, Staff noted that there is an existing 8' x 12' shed (the "shed") on the Subject Property that is also within the Easement.

Notification:

Notification is not required.

Observations/Alternatives:

The Property Owner acquired the Subject Property within the past year. In reviewing aerial images, the shed appears to have been installed on the Subject Property sometime between 2008 and 2011 (by a previous owner). There is no Zoning Permit on file for the shed. The Shed is elevated on blocks approximately one (1) foot above grade and is not on any sort of impervious slab. Staff is not aware of any complaints or concerns regarding the current location of the Shed.

The proposed pool would be located just east of the beginning of the Easement. There do not appear to be any permanent fixtures with the pool (e.g. it is portable and, if drained, could easily be relocated if necessary).

The Easement appears to be in place due to a large wetland complex between the Subject Property and State Trunk Highway 47 (aka St. Francis Boulevard). This is not a stormwater pond and there does not appear to be any infrastructure in the vicinity that the City would need to access for maintenance purposes. (Note: the attached aerial photo can be deceiving - the darkened spots in the area of the pool has been confirmed NOT to be ponding or wetlands, but is actually topsoil placed to establish better turf).

Funding Source:

Recording of the Easement Encroachment Agreement is the responsibility of the Property Owner.

Recommendation:

Staff recommends approving the Easement Encroachment Agreement.

Action:

Motion to adopt Resolution #21-120 approving an Easement Encroachment Agreement for an above ground swimming pool and an existing shed at 5410 149th Lane NW.

Site Location Map

Exhibit: Proposed Pool and Existing Shed

Certificate of Survey

Above Ground Pool Manual

Ramsey Meadows 4th Addition Plat

Easement Encroachment Agreement

ACTION Resolution #21-120

Form Review

Inbox

Brian McCann

Tim Gladhill

Kurt Ulrich

Form Started By: Chris Anderson

Final Approval Date: 05/06/2021

Reviewed By

Brian McCann

Tim Gladhill

Kurt Ulrich

Date

05/03/2021 11:39 AM

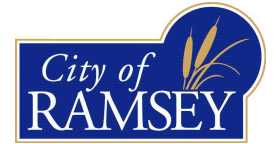
05/06/2021 09:47 AM

05/06/2021 10:39 AM

Started On: 04/23/2021 01:49 PM

Site Location Map

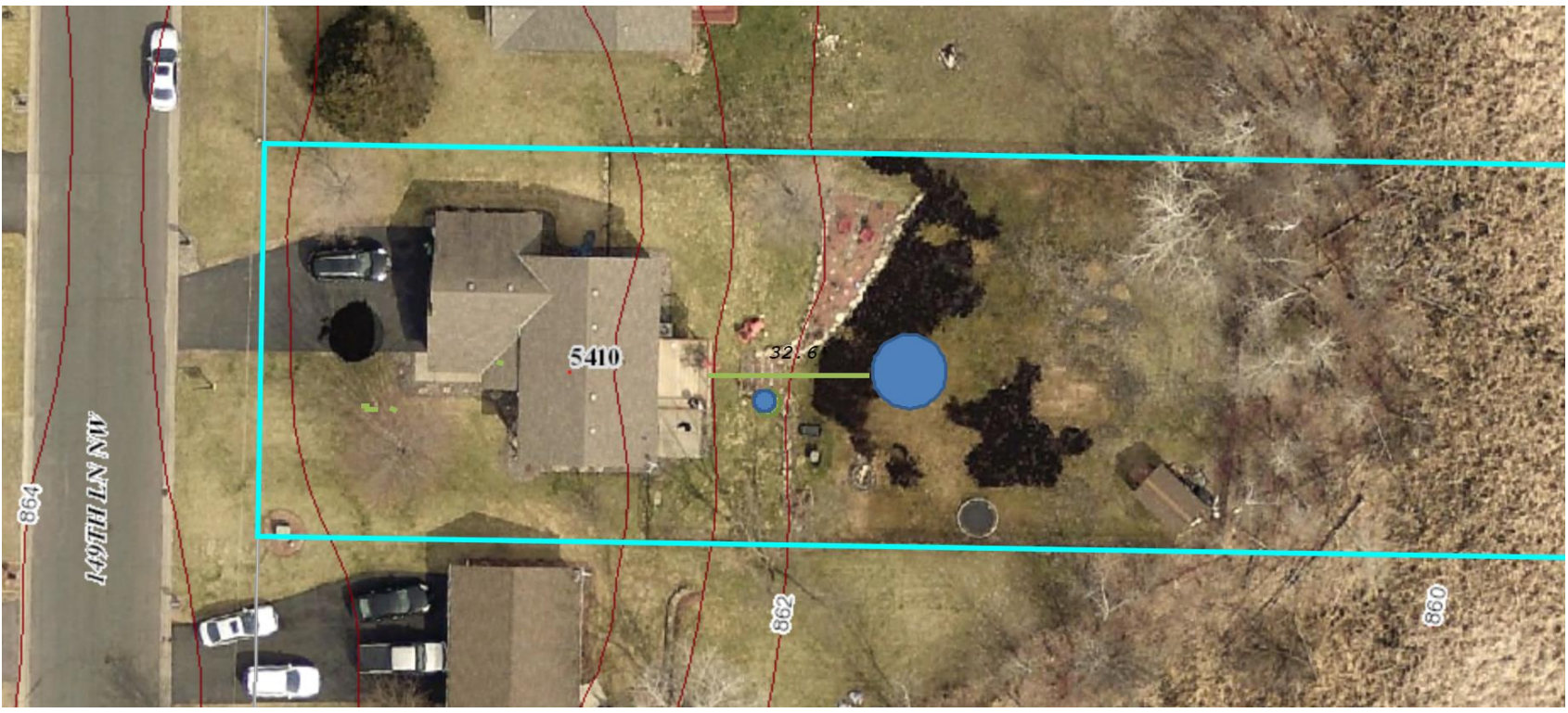
5410 149th Lane NW



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, LOGIS

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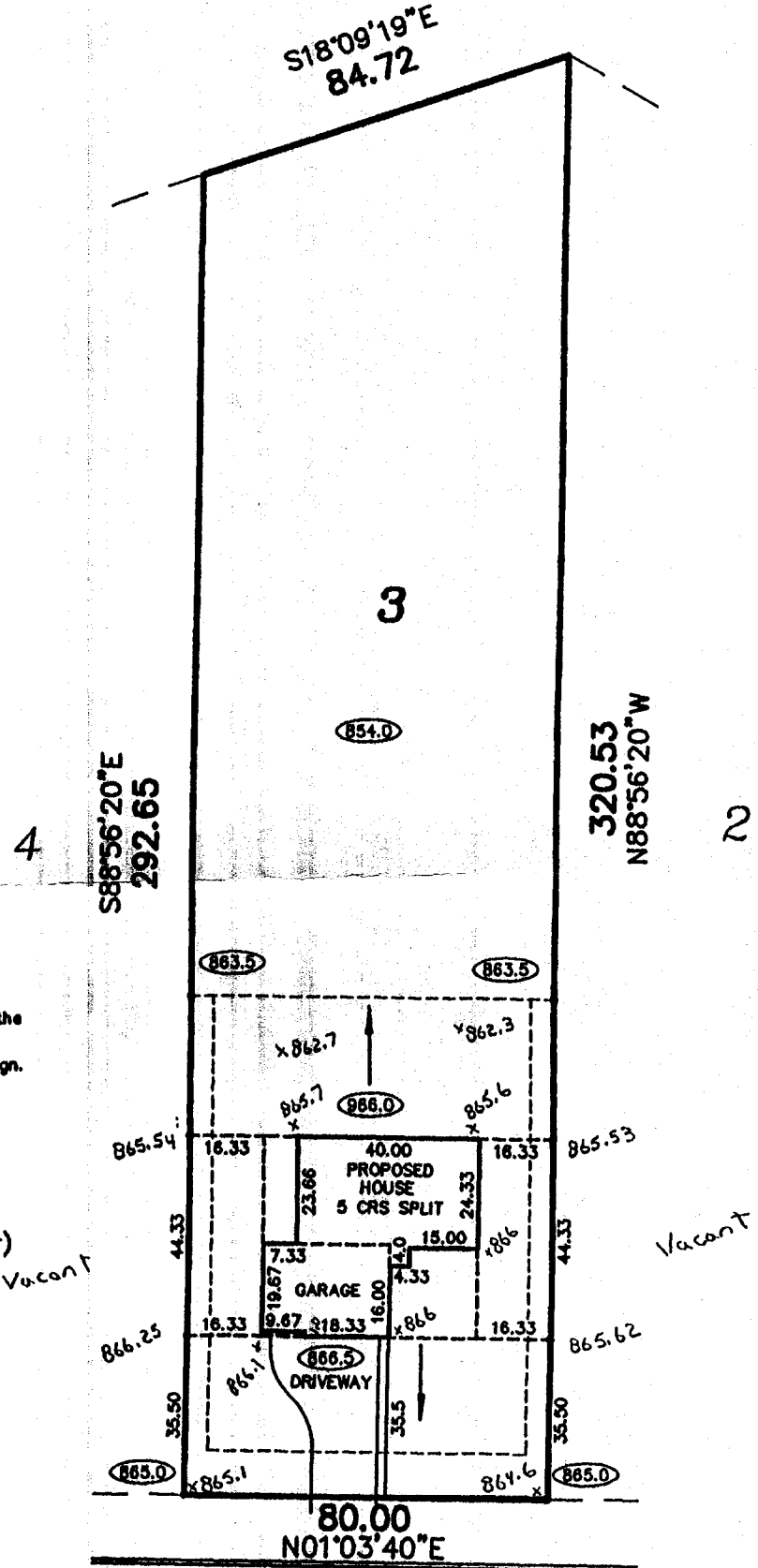
LAND SURVEYORS • CIVIL ENGINEERS
LAND PLANNERS • LANDSCAPE ARCHITECTS

2422 Enterprise Drive
Mendota Heights, MN 55120
(612) 681-1914 FAX: 681-9488

625 Highway 10 N.E.
Blaine, MN 55434
(612) 783-1880 FAX: 783-1883

Certificate of Survey for: PREFERRED BUILDERS
House Address: 149th Lane
House Model: Ironwood

*STEVE JANKOWSKI
SAYS O.K.
To Survey
12/20/96
GHH*



NOTE: Proposed building site grading is in accordance with the grading plans approved by the city engineer.
NOTE: Contractor must verify all dimensions & driveway design.

PROPOSED BUILDING ELEVATIONS

- Lowest Floor Elevation: 863.6
- Top of Block Elevation: 866.8
- Garage Slab Elevation: 866.5 (at door)

Bearings shown are assumed

- x 900.0 Denotes Existing Elevation
- o 900.0 Denotes Proposed Elevation
- Denotes Drainage Flow Direction
- Denotes Drainage & Utility Easement
- Denotes Monument
- Denotes Offset Iron

149TH LANE

IMPORTANT SAFETY RULES

**Read, understand, and follow
all instructions carefully before
installing and using this product.**

Ultra Frame™ Pool

12' - 26' (366 cm - 792 cm) models



For illustrative purposes only. Accessories may not be provided with pool.

Don't forget to try these other fine Intex products: Pools, Pool Accessories, Inflatable Pools and In-Home Toys, Airbeds and Boats available at fine retailers or visit our website listed below. Due to a policy of continuous product improvement, Intex reserves the right to change specifications and appearance, which may result in updates to the instruction manual without notice.



IMPORTANT!
DO NOT RETURN PRODUCT TO STORE

To purchase parts and accessories or to obtain non-technical assistance, visit

www.intexcorp.com

For technical assistance and missing parts call us toll-free (for U.S. and Canadian Residents):

1-800-234-6839

Monday through Friday, 8:30am to 5:00pm Pacific Time

118-*PO-R0-1406

OWNER'S MANUAL

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Pool Draining..... 9

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Special Introductory note:

Thanks for buying an Intex pool. Please read this manual before setting up your pool. This information will help extend the pool life and make the pool safer for your family's enjoyment. View the video included before installation. A team of 2-3 people is recommended for pool set up. Additional people will speed up the installation.

IMPORTANT SAFETY RULES

Read, Understand and Follow All Instructions Carefully Before Installing and Using this Product.

⚠ WARNING

- **Continuous and competent adult supervision of children and the disabled is required at all times.**
- Secure all doors, windows and safety barriers to prevent unauthorized, unintentional or unsupervised pool entry.
- Install a safety barrier that will eliminate access to the pool for young children and pets.
- Pool and pool accessories are to be assembled and disassembled by adults only.
- Never dive, jump or slide into an above-ground pool or any shallow body of water.
- Failure to set up pool on flat, level, compact ground or over filling could result in the pool's collapse and the possibility that a person lounging in the pool could be swept out/ejected.
- Do not lean, straddle, or exert pressure on the inflatable ring or top rim as injury or flooding could occur. Do not allow anyone to sit on, climb, or straddle the sides of the pool.
- Remove all toys and flotation devices from, in, and around the pool when it is not in use. Objects in the pool attract young children.
- Keep toys, chairs, tables, or any objects that a child could climb on at least four feet (1.22 meters) away from the pool.
- Keep rescue equipment by the pool and clearly post emergency numbers at the phone closest to the pool. Examples of rescue equipment: coast guard approved ring buoy with attached rope, strong rigid pole not less than twelve feet (12') [3.66m] long.
- Never swim alone or allow others to swim alone.
- Keep your pool clean and clear. The pool floor must be visible at all times from the outside barrier of the pool.
- If swimming at night use properly installed artificial lighting to illuminate all safety signs, ladders, pool floor and walkways.
- Stay away from the pool when using alcohol or drugs/medication.
- Keep children away from pool covers to avoid entanglement, drowning, or other serious injury.
- Pool covers must be completely removed **before** pool use. Children and adults cannot be seen under a pool cover.
- Do not cover the pool while you or anyone else is in the pool.
- Keep the pool and pool area clean and clear to avoid slips and falls and objects that may cause injury.
- Protect all pool occupants from recreational water illnesses by keeping the pool water sanitized. Don't swallow the pool water. Practice good hygiene.
- All pools are subject to wear and deterioration. Certain types of excessive or accelerated deterioration can lead to an operation failure, and can ultimately cause the loss of large quantities of water from your pool. Therefore, it is very important that you properly maintain your pool on a regular basis.
- This pool is for outdoor use only.
- Empty pool completely when not in use for a longer period and safely store the empty pool in such a way that it does not collect water from rain or any other source. See storage instructions.
- All electrical components shall be installed in accordance with Article 680 of the National Electrical Code 1999 (NEC®) "Swimming Pools, Fountains and Similar Installations" or its latest approved edition.

POOL BARRIERS AND COVERS ARE NOT SUBSTITUTES FOR CONTINUOUS AND COMPETENT ADULT SUPERVISION. POOL DOES NOT COME WITH A LIFEGUARD. ADULTS ARE THEREFORE REQUIRED TO ACT AS LIFEGUARDS OR WATER WATCHERS AND PROTECT THE LIVES OF ALL POOL USERS, ESPECIALLY CHILDREN, IN AND AROUND THE POOL.

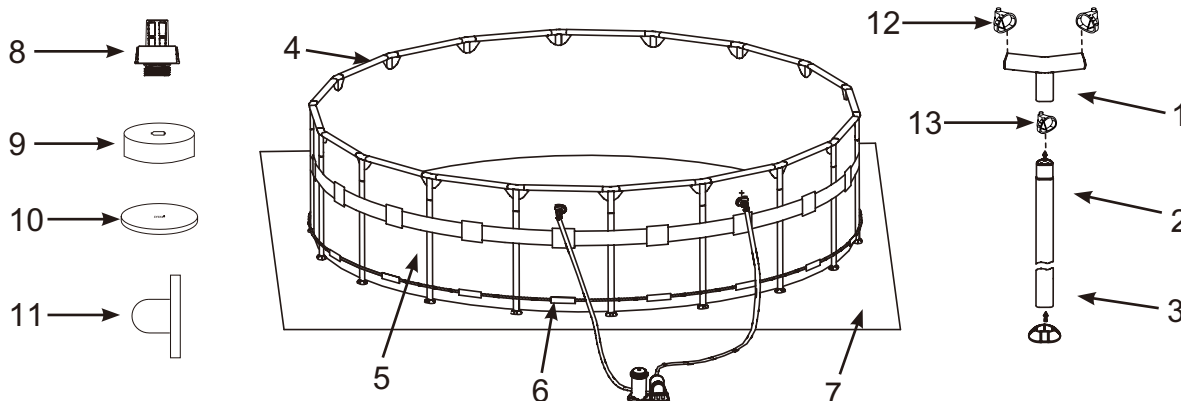
FAILURE TO FOLLOW THESE WARNINGS MAY RESULT IN PROPERTY DAMAGE, SERIOUS INJURY OR DEATH.

Advisory:

Pool owners may need to comply with local or state laws relating to childproof fencing, safety barriers, lighting, and other safety requirements. Customers should contact their local building code enforcement office for further details.

PARTS REFERENCE

Before assembling your product, please take a few minutes to check the contents and become familiar with all the parts.



NOTE: Drawings for illustration purpose only. Actual product may vary. Not to scale.

12' (366 cm), 14' (427 cm), 16' (488 cm), 18' (549 cm), 20' (610 cm), 22' (671 cm), 24' (732 cm) & 26' (792 cm) models

REF NO.	DESCRIPTION	POOL SIZE & QUANTITIES							
		12' (366cm)	14' (427cm)	16' (488cm)	18' (549cm)	20' (610cm)	22' (671cm)	24' (732cm)	26' (792cm)
1	T - JOINT	12	14	16	18	20	22	24	26
2	VERTICAL LEG	12	14	16	18	20	22	24	26
3	LEG CAP	12	14	16	18	20	22	24	26
4	HORIZONTAL BEAM	12	14	16	18	20	22	24	26
5	POOL LINER (DRAIN VALVE CAP INCLUDED)	1	1	1	1	1	1	1	1
6	RESTRAINING ROPE (OPTIONAL)		1	1	1	1	1	1	1
7	GROUND CLOTH (OPTIONAL)		1	1	1	1	1	1	1
8	DRAIN CONNECTOR	1	1	1	1	1	1	1	1
9	DRAIN VALVE CAP	1	1	1	2	2	2	2	2
10	POOL COVER		1	1	1	1	1	1	1
11	STRAINER HOLE PLUG (WITH 1 EXTRA)	3	3						
12	T - JOINT SPRING PIN	24	28	32	36	40	44	48	52
13	VERTICAL LEG SPRING PIN	12	14	16	18	20	22	24	26

REF NO.	DESCRIPTION	12' x 36" (366 cm x 91cm)	14' x 42" (427 cm x 107cm)	14' x 48" (427 cm x 122cm)	16' x 48" (488 cm x 122cm)	18' x 48" (549 cm x 122cm)	18' x 52" (549 cm x 132cm)	20' x 48" (610 cm x 122cm)	22' x 52" (671 cm x 132cm)	24' x 52" (732 cm x 132cm)	26' x 52" (792 cm x 132cm)
		SPARE PART NO.									
1	T - JOINT	11527	11359	11458	11449	11449	11450	11449	11450	11450	11450
2	VERTICAL LEG	11528	11360	11459	11452	11452	11452	11452	11452	11452	11452
3	LEG CAP	11361	11361	11361	11453	11453	11453	11453	11453	11453	11453
4	HORIZONTAL BEAM	11529	11362	11362	11451	11451	11451	11451	11451	11451	11451
5	POOL LINER (DRAIN VALVE CAP INCLUDED)	11517	11363	11518	11080	11448	10989	11291	11512	11293	11541
6	RESTRAINING ROPE (OPTIONAL)		10587	10587	10317	10317	10317	11292	11511	10420	11544
7	GROUND CLOTH (OPTIONAL)		18932	18932	18927	18933	18933	11290	11510	18935	11543
8	DRAIN CONNECTOR	10184	10184	10184	10184	10184	10184	10184	10184	10184	10184
9	DRAIN VALVE CAP	10649	10649	11044	11044	11044	11044	11044	11044	11044	11044
10	POOL COVER		11054	11054	10754	18937	18937	11289	11509	18929	11542
11	STRAINER HOLE PLUG (WITH 1 EXTRA)	10127	10127	10127							
12	T - JOINT SPRING PIN	11654	11654	11654	11656	11656	11656	11656	11656	11656	11656
13	VERTICAL LEG SPRING PIN	11653	11653	11653	11657	11657	11657	11657	11657	11657	11657

POOL SETUP

IMPORTANT SITE SELECTION AND GROUND PREPARATION INFORMATION

WARNING

- The pool location must allow you to secure all doors, windows, and safety barriers to prevent unauthorized, unintentional or unsupervised pool entry.
- Install a safety barrier that will eliminate access to the pool for young children and pets.
- Failure to set up the pool on flat, level, compact ground and to assemble and fill with water in accordance with the following instructions could result in the pool's collapse or the possibility that a person lounging in the pool could be swept out/ejected, resulting in serious injury or property damage.
- Risk of electric shock: connect the filter pump only to a grounding type receptacle protected by a ground-fault circuit interrupter (GFCI). To reduce the risk of an electrical shock, do not use extension cords, timers, plug adapters or converter plugs to connect the pump to an electrical supply. Always provide a properly located outlet. Locate the cord where it cannot be damaged by lawn mowers, hedge trimmers, and other equipment. See the filter pump manual for additional warnings and instructions.
- Risk of serious injury: do not attempt to assemble pool in high wind conditions.

Select an outdoor location for the pool with the following requirements in mind:

1. The area where the pool is to be set up must be **absolutely flat and level**. Do not set up the pool on a slope or inclined surface.
2. The ground surface must be compacted and firm enough to withstand the pressure and weight of a fully set up pool. **Do not** set up the pool on mud, sand, soft or loose soil conditions.
3. **Do not** set up the pool on a deck, balcony or platform.
4. The pool requires at least 4 feet of space all around pool from objects that a child could climb on to gain access to the pool.
5. The chlorinated poolwater could damage the surrounding vegetation.
6. Above ground storable pools shall be located at a minimum distance of 6 ft (1.83 meters) from any receptacle, and that all 125-volt 15- and 20-ampere receptacles located within 20 ft (6.0 meters) of the pool shall be protected by a ground fault circuit interrupter (GFCI), where distances are by measuring the shortest path the supply cord of an appliance connected to the receptacle would follow without piercing a floor, wall, ceiling, doorway with hinged or sliding door, window opening, or other effective permanent barrier.
7. Eliminate all aggressive grasses first. Certain types of grass such as St. Augustine and Bermuda, may grow through the liner. Grass growing through the liner it is not a manufacture defect and is not covered under warranty.

POOL SETUP (continued)

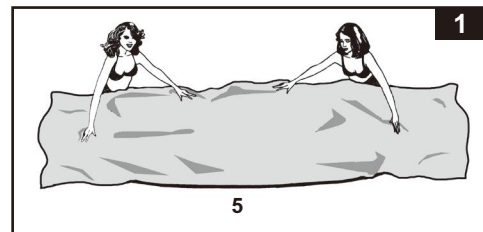
You may have purchased this pool with the Intex Krystal Clear™ filter pump. The pump has its own separate set of installation instructions. First assemble your pool unit and then set up the filter pump.

Estimated assembly time 45-60 min. (Note the assembly time is only approximate and individual assembly experience may vary.)

1. Liner preparation

- Find a flat, level location that is free and clear of stones, branches or other sharp objects that may puncture the pool liner or cause injury.
- Open the carton containing the liner, joints, legs, etc., very carefully as this carton can be used to store the pool during the winter months or when not in use.
- Take out the ground cloth (7) (optional) and spread it over the cleared area. Then, take out the liner (5) and spread it out over the ground cloth, with the drain valve directed towards the draining area. Place the drain valve away from the house. Allow the sun to warm up the liner before inserting the beams (4) into the sleeve openings.

IMPORTANT: Always set up the pool unit with at least 2 persons. Do not drag the liner across the ground as this can cause liner damage and pool leakage (see drawing 1).

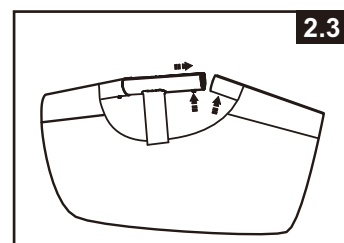
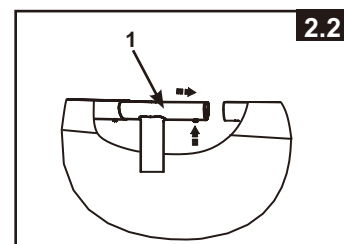
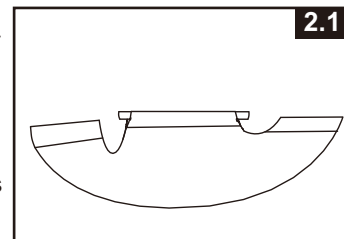


- During the setup of this pool liner, point the hose connections or openings in the direction of the electric power source. The outer edge of the pool should be within reach of the pump's electrical connection.

2. Frame assembly

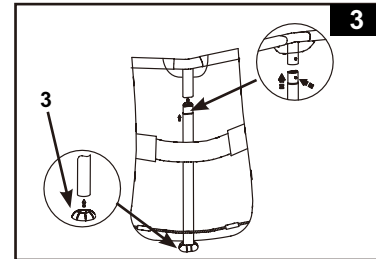
- The frame pool's legs (2) and beams (4) fall into two groups. The smaller diameters are the vertical legs. Both these legs and beams fit into the T-joints (1).
- Starting at any location, but always working in the same direction, push the horizontal beam into the sleeve (see drawing 2.1). Once the beam is centered take one of the T-joints (1), snap the joint to one end of the beam by aligning the hole and the spring-loaded pin. Repeat this procedure in a circular fashion until all the beams and joints have been connected (see drawing 2.2).

The last joint connection may be difficult to complete, but can be easily done by simultaneously raising this last joint and beam more than 2 inches (5 cm), and connect the beam to the joint while lowering these pieces to their normal position. The joint will slide into the beam (see drawing 2.3). Make sure the last joint is fully assembled before proceeding to assembling the legs.



POOL SETUP (continued)

- Next slide the vertical legs into the belt loop located in the middle of the pool liner. The bottom of the leg should be inside the white restraining rope (6) (optional) located near the liner's bottom edge. Carefully slide the leg into the belt loop and place the leg's bottom inside the rope and then insert the top of the leg into the bottom of the joint. Snap the leg into joint's holes by aligning the hole and the spring-loaded pin. Attach the leg's end cap (3) to the bottom of the leg (see drawing 3).



- Grab the frame pool's top beams in 2 – 3 locations and "shake" the pool to be sure all the joints, legs and beams "fit into each other".
- Pull gently, in an outward direction, the bottom of the leg making sure the leg is inside the restraining rope.
- If pool was purchased with a filter pump, read the Krystal Clear™ Filter Pump Manual first and then proceed to next installation step.

3. Filling of the pool

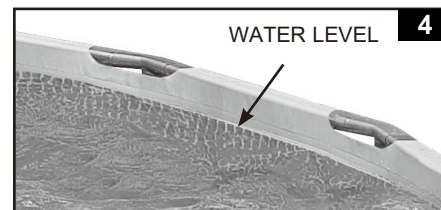
- Before filling the pool with water, ensure that the drain plug inside the pool is closed and that the drain cap on the outside is screwed on tightly. Fill the pool with no more than 1 inch (2.5 cm) of water. Check to see whether the water is level.

IMPORTANT: If the water in the pool flows to one side, the pool is not completely level. Setting up the pool on unlevel ground will cause the pool to tilt resulting in the sidewall material bulging and a potential collapse of the pool. If the pool is not completely level, you must drain the pool, level the area or move the pool to a different area that is level, and re-fill the pool, following the above directions.

- Smooth out the bottom liner wrinkles (from inside the pool) by pushing out where the pool floor and pool sides meet. Or (from outside pool) reach under the side of the pool, grasp the pool floor and pull in an outward direction. If the ground cloth is causing the wrinkles, have 2 people pull from opposite sides to remove all wrinkles. Use the properly assembled pool ladder when entering or exiting the pool during this process.

IMPORTANT: For certain pool models with restraining rope at the bottom – Never pull from the restraining rope to smooth out the floor wrinkles as this may cause pool liner damage or leakage.

- Fill the pool with water up to just below the sleeve line (see drawing 4).



4. Posting aquatic safety signs

Select a highly visible area near the pool to post the Danger No Diving or Jumping sign included later in this manual.

IMPORTANT

Before allowing anyone to use the pool, hold a family meeting. Establish a set of rules that include, at a minimum, the important safety rules and general aquatic safety information in this manual. Review these rules on a regular basis and with all users of the pool including guests. The installer of the vinyl liner shall affix on the original or replacement liner, or on the pool structure, all safety signs in accordance with the manufacturer's instructions. The safety signs shall be placed above the water line.

POOL MAINTENANCE & CHEMICALS

WARNING

REMEMBER TO

- Protect all pool occupants from possible water-related illnesses by keeping the pool water clean and sanitized. Do not swallow the pool water. Always practice good hygiene.
- Keep your pool clean and clear. The pool floor must be visible at all times from the outside barrier of the pool.
- Keep children away from pool covers to avoid entanglement, drowning, or other serious injury.

Water maintenance

The maintenance of a proper water balance through appropriate use of sanitizers is the single most important factor in maximizing the life and appearance of the liner as well as ensuring clean, healthy and safe water. Proper technique is important for water testing and treating the pool water. See your pool professional for chemical, test kits and testing procedures. Be sure to read and follow the written instructions from the chemical manufacturer.

1. Never let chlorine come in contact with the liner if it is not completely dissolved. Dissolve granular or tablet chlorine first in a bucket of water, then add it to the pool water. Likewise with liquid chlorine; mix it immediately and thoroughly with the pool water.
2. Never mix chemicals together. Add the chemicals to the pool water separately. Thoroughly dissolve each chemical before adding another one to the water.
3. An Intex pool skimmer and an Intex pool vacuum are available to assist in maintaining clean pool water. See your pool dealer for these pool accessories.
4. Do not use a pressure washer to clean the pool.

TROUBLESHOOTING

PROBLEM	DESCRIPTION	CAUSE	SOLUTION
ALGAE	<ul style="list-style-type: none"> • Greenish water. • Green or black spots on pool liner. • Pool liner is slippery and/or has a bad odor. 	<ul style="list-style-type: none"> • Chlorine and pH level need adjustment. 	<ul style="list-style-type: none"> • Super chlorinate with shock treatment. Correct pH to your pool store's recommended level. • Vacuum pool bottom. • Maintain proper chlorine level.
COLORED WATER	<ul style="list-style-type: none"> • Water turns blue, brown, or black when first treated with chlorine. 	<ul style="list-style-type: none"> • Copper, iron or manganese in water being oxidized by the added chlorine. 	<ul style="list-style-type: none"> • Adjust pH to recommended level. • Run filter until water is clear. • Replace cartridge frequently.
FLOATING MATTER IN WATER	<ul style="list-style-type: none"> • Water is cloudy or milky. 	<ul style="list-style-type: none"> • "Hard water" caused by a too high pH level. • Chlorine content is low. • Foreign matter in water. 	<ul style="list-style-type: none"> • Correct the pH level. Check with your pool dealer for advice. • Check for proper chlorine level. • Clean or replace your filter cartridge.
CHRONIC LOW WATER LEVEL	<ul style="list-style-type: none"> • Level is lower than on previous day. 	<ul style="list-style-type: none"> • Rip or hole in pool liner or hoses. 	<ul style="list-style-type: none"> • Repair with patch kit. • Finger tighten all caps. • Replace the hoses.
SEDIMENT ON POOL BOTTOM	<ul style="list-style-type: none"> • Dirt or sand on pool floor. 	<ul style="list-style-type: none"> • Heavy use, getting in and out of pool. 	<ul style="list-style-type: none"> • Use Intex pool vacuum to clean bottom of pool.
SURFACE DEBRIS	<ul style="list-style-type: none"> • Leaves, insects etc. 	<ul style="list-style-type: none"> • Pool too close to trees. 	<ul style="list-style-type: none"> • Use Intex pool skimmer.

POOL MAINTENANCE & DRAINAGE



CAUTION

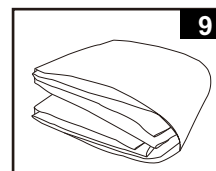
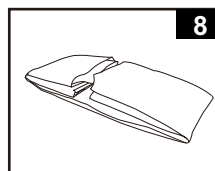
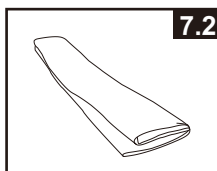
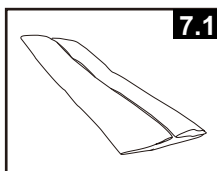
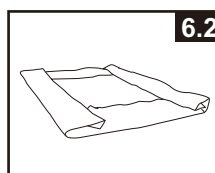
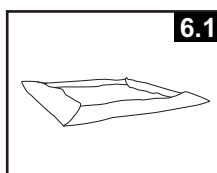
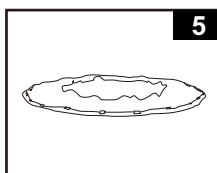
ALWAYS FOLLOW THE CHEMICAL MANUFACTURER'S DIRECTIONS, AND THE HEALTH AND HAZARD WARNINGS.

Do not add chemicals if the pool is occupied. This can cause skin or eye irritation. Concentrated chlorine solutions can damage the pool liner. In no event is Intex Recreation Corp., Intex Development Co. Ltd., their related companies, authorized agents and service centers, retailers or employees liable to the buyer or any other party for costs associated with the loss of pool water, chemicals or water damage. **Keep spare filter cartridges on hand. Replace cartridges every two weeks.** We recommend the use of a Krystal Clear™ Intex Filter Pump with all of our above-ground-pools. **To purchase an Intex Filter Pump or other accessories see your local retailer, visit our website or call the Intex Consumer Services Department listed in the separate "Authorized Service Centers" sheet and have your Visa or Mastercard ready.**

EXCESSIVE RAIN: To avoid damage to the pool and over filling, immediately drain rain water that causes the water level to be higher than the maximum.

How to Drain Your Pool and Long Term Storage

1. Check local regulations for specific directions regarding disposal of swimming pool water.
2. Check to make sure that the drain plug inside the pool is plugged in place.
3. Remove the cap from the drain valve on the outside pool wall.
4. Attach the female end of the garden hose to the drain connector (8).
5. Place the other end of the hose in an area where the water can be safely drained away from the house and other nearby structures.
6. Attach the drain connector to the drain valve. **NOTE: The drain connector will push the drain plug open inside the pool and water will start to drain immediately.**
7. When the water stops draining, start lifting the pool from the side opposite the drain, leading any remaining water to the drain and emptying the pool completely.
8. Disconnect hose and adapter when finished.
9. Re-insert drain plug in drain valve on inside of pool for storage.
10. Replace drain cap on outside of pool.
11. Reverse set-up instructions to disassemble the pool, and remove all connecting parts.
12. Be sure that the pool and all parts are completely dry before storage. Air dry the liner in the sun until completely dry before folding (see drawing 5). Sprinkle some talcum powder to prevent the vinyl from sticking together and to absorb any residual moisture.
13. Create a square shape. Starting at one side, fold one-sixth of liner in on itself twice. Do the same on the opposite side (see drawings 6.1 & 6.2).
14. Once you have created two opposing folded sides, simply fold one over the other like closing a book (see drawings 7.1 & 7.2).
15. Fold the two long ends to the middle (see drawing 8).
16. Fold one over the other like closing a book and finally compact the liner (see drawing 9).
17. Store the liner and accessories in a dry, temperature controlled, between 32 degrees Fahrenheit (0 degrees Celsius) and 104 degrees Fahrenheit (40 degrees Celsius), storage location.
18. The original packing can be used for storage.



WINTER PREPARATIONS

Winterizing your Above Ground Pool

After usage, you can easily empty and store away your pool in a safe place. You must drain, disassemble and properly store the pool when the temperature drops below 41 degrees Fahrenheit (5 degrees Celsius) to prevent ice damage to the pool and related components. Ice damage can result in sudden liner failure or pool collapse. Also see the section "How To Drain Your Pool".

Should temperatures in your area not drop below 41 degrees Fahrenheit (5 degrees Celsius), and you choose to leave your pool out, prepare it as follows:

1. Clean the pool water thoroughly. If the type is an Easy Set Pool or an Oval Frame Pool, make sure that the top ring is properly inflated.
2. Remove the skimmer (if applicable) or any accessories attached to the threaded strainer connector. Replace strainer grid if necessary. Be sure all accessories parts are clean and completely dry before storage.
3. Plug the Inlet and Outlet fitting from the inside of the pool with the plug provided (sizes 16' and below). Close the Inlet and Outlet Plunger Valve (sizes 17' and above).
4. Remove the ladder (if applicable) and store in a safe place. Be sure the ladder is completely dry before storage.
5. Remove the hoses that connect the pump and filter to the pool.
6. Add the appropriate chemicals for the winter period. Consult your local pool dealer as to which chemicals you should use and how to use them. This can vary greatly by region.
7. Cover pool with Intex Pool Cover. **IMPORTANT NOTE: INTEX POOL COVER IS NOT A SAFETY COVER.**
8. Clean and drain the pump, filter housing and hoses. Remove and discard the old filter cartridge. Keep a spare cartridge for the next season.
9. Bring pump and filter parts indoors and store in a safe and dry area, preferably between 32 degrees Fahrenheit (0 degrees Celsius) and 104 degrees Fahrenheit (40 degrees Celsius).

GENERAL AQUATIC SAFETY

Water recreation is both fun and therapeutic. However, it involves inherent risks of injury and death. To reduce your risk of injury, read and follow all product, package and package insert warnings and instructions. Remember, however, that product warnings, instructions and safety guidelines cover some common risks of water recreation, but do not cover all risks and dangers.

For additional safeguards, also familiarize yourself with the following general guidelines as well as guidelines provided by nationally recognized Safety Organizations:

- Demand constant supervision. A competent adult should be appointed as a "lifeguard" or water watcher, especially when children are in and around the pool.
- Learn to swim.
- Take the time to learn CPR and first aid.
- Instruct anyone who is supervising pool users about potential pool hazards and about the use of protective devices such as locked doors, barriers, etc.
- Instruct all pool users, including children what to do in case of an emergency.
- Always use common sense and good judgement when enjoying any water activity.
- Supervise, supervise, supervise.

For additional information on safety, please visit

- **The Association of Pool and Spa Professionals: The Sensible Way to Enjoy Your Aboveground/Onground Swimming Pool** www.nspi.org
- **American Academy of Pediatrics: Pool Safety for Children** www.aap.org
- **Red Cross** www.redcross.org
- **Safe Kids** www.safekids.org
- **Home Safety Council: Safety Guide** www.homesafetycouncil.org
- **Toy Industry Association: Toy Safety** www.toy-tia.org

SAFETY IN YOUR POOL

Safe swimming depends on constant attention to the rules. The "NO DIVING" sign within this manual can be posted near your pool to help keep everyone alert to the danger. You may also wish to copy and laminate the sign for protection from the elements.

POST THIS WARNING NEAR YOUR POOL

! WARNING

**NO DIVING OR JUMPING
SHALLOW WATER**

DIVING MAY RESULT IN PERMANENT INJURY OR DEATH



- Be Safe. Swim with a friend.
- Children must be accompanied by an adult.
- Don't swim when using alcohol or drugs.
- Be familiar with the pool before swimming.
- No running, jumping, or horseplay in or around pool.
 - No glass in pool area.

TO AVOID SERIOUS INJURY ALL POOL USERS MUST KNOW AND FOLLOW THESE SAFETY RULES.

ENCROACHMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made this ____ day of May, 2021, by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (“City”), and **Jake and Kathrine LaFlair**, husband and wife, and their successors and assigns (“Landowner”).

RECITALS:

WHEREAS, Landowner is the fee owner of the real property located at 5410 149th Lane NW, Ramsey, Minnesota, and legally described as follows:

Lot 3, Block 1 Ramsey Meadows 4th Addition

(“Property”); and

WHEREAS, the City currently has Drainage and Utility Easements (“Easements”) over, under and across a portion of the Property, as dedicated to the public pursuant to the Plat known as “RAMSEY MEADOWS 4TH ADDITION” recorded in the Office of the County Recorder, Anoka County, Minnesota; and

WHEREAS, Landowner seeks permission from the City to encroach upon the Easements to construct a sixteen foot (16’) diameter above ground pool (the “Pool”) and maintain an existing eight foot by twelve foot (8’ x 12’) shed (the “Shed”) in the rear yard of the Property as shown on Exhibit “A”.

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

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

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

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

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

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

6. In the event that Landowner fails to take any action required in this Agreement and the City is required to repair, reconstruct or take other actions to maintain the City's utilities, as a result of the Landowner's use and maintenance of the Pool and Shed, the City may take any

and all actions permitted by law to collect the costs of those repairs and the City may further levy an assessment against the Property for all costs incurred by the City. Landowner waives any and all rights to challenge or appeal the assessment.

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

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

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

TO LANDOWNER: Jake and Kathrine LaFlair
5410 149th Lane NW
Ramsey, MN 55303

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

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

CITY OF RAMSEY

By: _____
Mark E. Kuzma, Mayor

By: _____
Kurtis Ulrich, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

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

Notary Public

LANDOWNER:

By: _____
 Jake LaFlair

By: _____
 Kathrine LaFlair

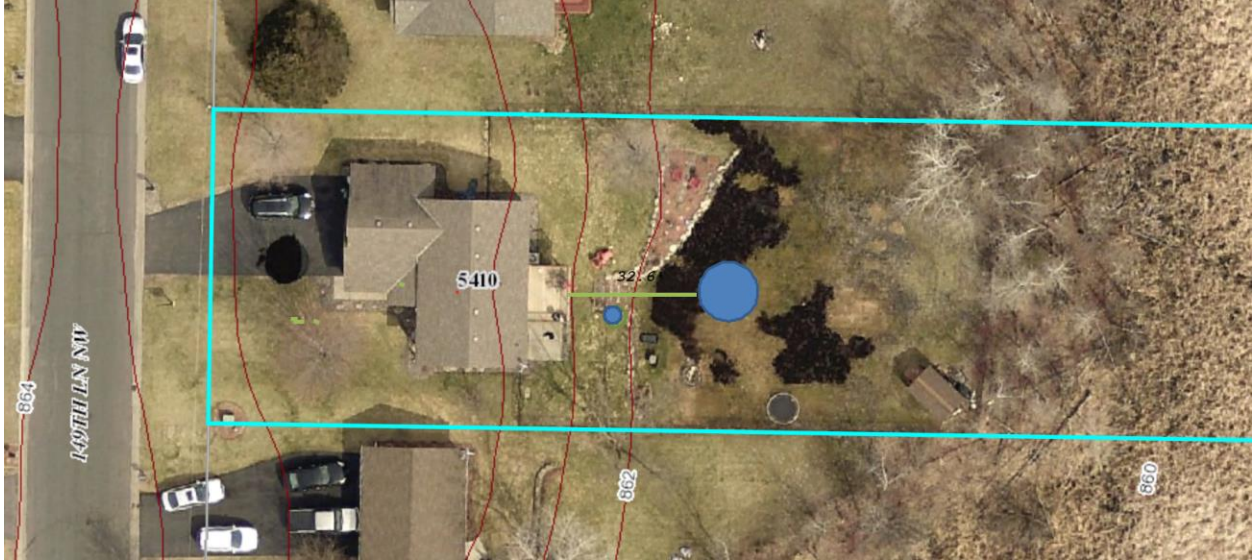
STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

 The foregoing instrument was acknowledged before me this ____ day of _____,
2021, by Jake and Kathrine Laflair.

Notary Public

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

EXHIBIT "A"
Area of Encroachment of Above Ground Pool and Shed



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

RESOLUTION #21-120

RESOLUTION APPROVING AN ENCROACHMENT AGREEMENT FOR AN ABOVE GROUND SWIMMING POOL AND DETACHED ACCESSORY BUILDING IN A DRAINAGE AND UTILITY EASEMENT ON THE PROPERTY GENERALLY KNOWN AS 5410 149TH LANE NW AND DECLARING TERMS OF SAME

WHEREAS, Jake and Kathrine LaFlair, hereinafter referred to as the “Applicant,” have requested an Easement Encroachment Agreement to install a sixteen foot (16’) diameter above ground swimming pool (the “Pool”) and maintain an existing eight foot by twelve foot (8’ x 12’) shed (the “Shed”) within a drainage and utility easement (the “Easement”) on the property legally described as follows:

Lot 3, Block 1 Ramsey Meadows 4th Addition

(the “Subject Property”).

WHEREAS, the Applicant applied for a Building Permit for the Pool on April 19, 2021 and the proposed location was within the Easement on the Subject Property; and

WHEREAS, during review of the Building Permit application, it was discovered that there is an existing, detached accessory building located within Easement already; and

WHEREAS, the Applicant just purchased the Subject Property within the past year and, based on aerial images, the Shed has been in place since at least 2021.

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

1. That the Applicant can install the Pool and continue to maintain the Shed within the Easement contingent upon:
 - a) The Applicant entering into an Easement Encroachment Agreement with the City and recording said agreement against the Subject Property; and
 - b) Review and approval of the Easement Encroachment Agreement by the City Engineer to ensure the Easement can still function as intended.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly adopted by the Ramsey City Council this the 11th day of May, 2021.

Mayor

ATTEST:

City Clerk

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

Meeting Date: 05/11/2021

By: Sean Sullivan, Community Development

Information

Title

Adopt Resolution #21-125 Approving Lease Agreement with RM Golf Carts for 7039 Highway 10

Purpose/Background:

Purpose:

Approve Lease Agreement with RM Golf Carts, Inc. for 7039 Highway 10

Background:

The City has leased 7039 Highway 10 NW to RM Golf Carts, Inc. since 2011. The Current Lease Agreement is set to expire in June of 2021. RM Golf Carts has made a request for the City to extend their lease agreement by another three year term. In three years, it is likely that that the final Highway 10 plan will be complete (and perhaps under construction) and the City may be in a position to begin selling RALF held properties if they are no longer needed for right of way. Based on recent iterations of this plan, it is likely that this parcel could be available for sale in the future.

Notification:

NA

Observations/Alternatives:

Observations:

Attached to this case is a updated lease agreement. Here are the major terms:

- Rent is considered market with 3% increases over future years included (See below)
- Rent covers taxes and base rent (tenant responsible for all other costs)
- Tenant responsible for maintenance / operations costs
- Clause included not allowing for political signs
- Clause included to cover major "damage/ destruction" situations (i.e. the City won't be liable)
- Tenant required to have insurance
- Use: golf carts/ recreation vehicles sales/ temporary storage/ display
- Clause to allow early termination included

\$2,250.00 per month on June 1, 2021 and a like amount on each first day of the month thereafter through May 1, 2022; and

\$2,318.00 per month on June 1, 2022 and a like amount on each first day of the month thereafter through May 1, 2023; and

\$2,387.00 per month on June 1, 2023 and a like amount on each first day of the month thereafter through May 1, 2024; and

The attached lease agreement has been drafted/reviewed by the City Attorney. To date, RM Golf Carts has been a good tenant (maintains property, always pays rent on time). This lease allows property taxes to be generated on this property and retains a Ramsey business. The tenant has expressed an interest to purchase this property if it ever becomes available for sale.

Alternatives:

1. Adopt Resolution #21-125 Approving Lease Agreement with RM Golf Carts for 7039 Highway 10 (as presented)
2. Adopt Resolution #21-125 Approving Lease Agreement with RM Golf Carts for 7039 Highway 10 (with changes)
3. Something else

Funding Source:

This action is covered under normal staff duties and rent revenue received from RALF held properties.

Recommendation:

Staff recommends Adopt Resolution #21-125 Approving Lease Agreement with RM Golf Carts for 7039 Highway 10 (as presented); subject to City Attorney review

Action:

Motion to Adopt Resolution #21-125 Approving Lease Agreement with RM Golf Carts for 7039 Highway 10 (as presented); subject to City Attorney review

Attachments

Site Location Map

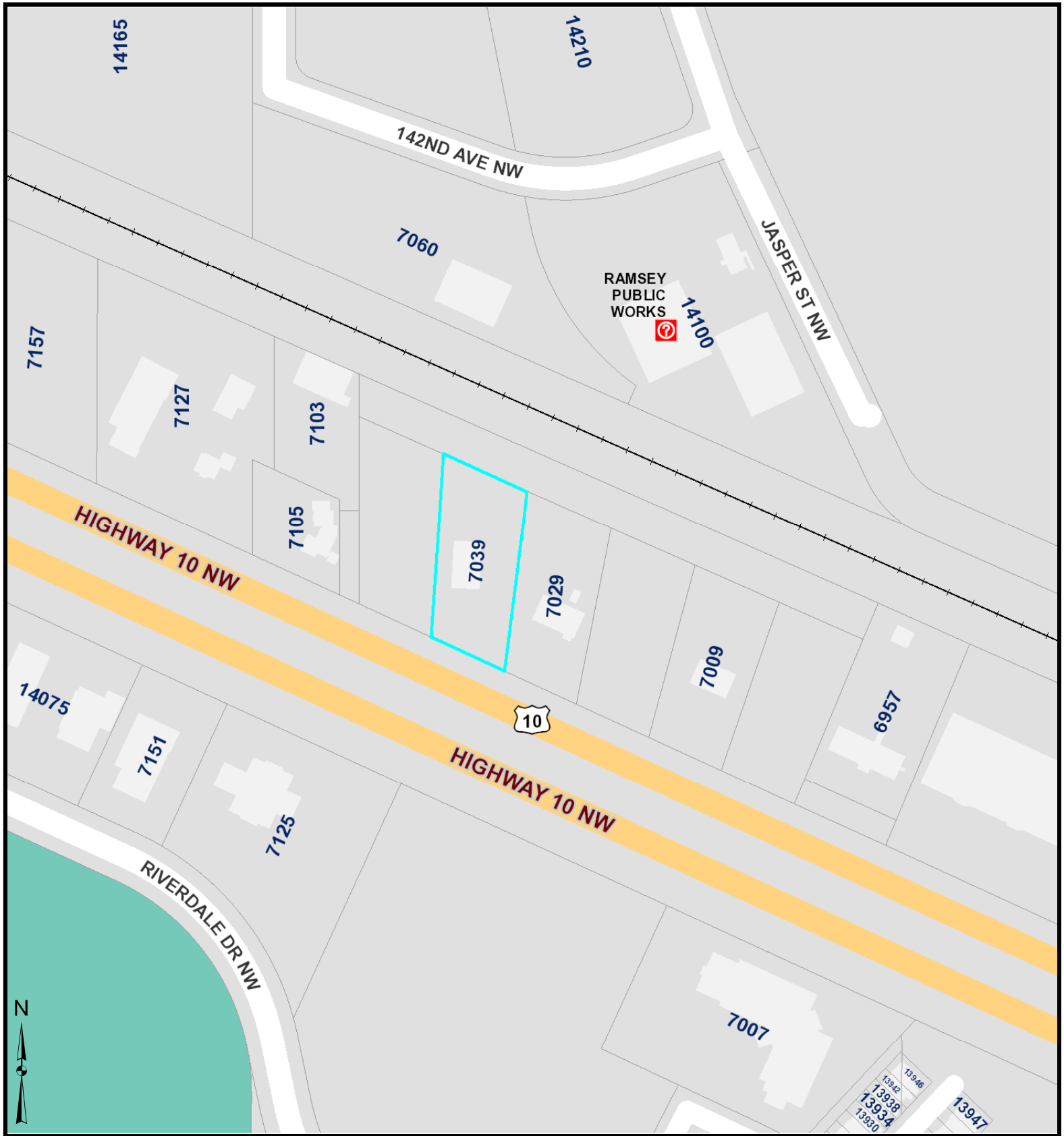
ACTION - Resolution #21-125

ACTION - Lease Agreement

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Sean Sullivan	05/04/2021 02:46 PM
Sean Sullivan (Originator)	Sean Sullivan	05/04/2021 02:47 PM
Tim Gladhill	Tim Gladhill	05/06/2021 09:39 AM
Kurt Ulrich	Kurt Ulrich	05/06/2021 10:58 AM
Form Started By: Sean Sullivan		Started On: 04/30/2021 03:12 PM
Final Approval Date: 05/06/2021		

7039 Hwy 10 NW - RM Golf Carts, Inc.



Parcel Information:

34-32-25-22-0007
7039 HIGHWAY 10 NW
RAMSEY
MN 55303
Plat: KOVAR ADDITION

Approx. Acres: 0.8
Commissioner: MATT LOOK

Owner Information:

RAMSEY, CITY OF
7550 SUNWOOD DR
RAMSEY
MN
55303



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

RESOLUTION #21-125

APPROVING LEASE AGREEMENT WITH RM GOLF CARTS FOR 7039 HIGHWAY 10 NW

WHEREAS, rm Golf Carts, Inc. (the “Tenant”) has leased the commercial building and lot commonly known as 7039 Highway 10, Ramsey, Minnesota and legally described as Lot 2, Block 1, KOVAR ADDITION, Anoka County, Minnesota (the “Leased Property”) for the past 10 years; and

WHEREAS, rm Golf Carts, Inc. has asked the City to consider a 3 year renewal of the Lease Space; and

WHEREAS, rm Golf Carts, Inc. has been a quality tenant for the duration of its previous leases with the City; and

WHEREAS, the proposed lease rate is \$2,250 per month from June 1, 2021-May 31, 2022, \$2,318.00 (3% increase) per month from June 1, 2022-May 31, 2023 and \$2,387.00 (3% increase) per month from June 1, 2022-May 31, 2023 and is considered market rate.

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 Agreement with rm Golf Carts, Inc.; subject to 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 11th day of May, 2021.

Mayor

ATTEST:

City Clerk

LEASE AGREEMENT

This Lease Agreement, dated this _____ day of _____, 2021, (this “Lease”) by and between the CITY OF RAMSEY, Anoka County, Minnesota, a Minnesota municipal corporation (“Landlord”) and rm GOLF CARTS, Inc., a Minnesota Corporation (“Tenant”).

1. LEASED PROPERTY:

The subject of this Lease is the commercial building and lot commonly known as 7039 Highway 10, Ramsey, Minnesota and legally described as Lot 2, Block 1, KOVAR ADDITION, Anoka County, Minnesota (the “Leased Property”).

2. TERM:

a. **Term.** The terms of this lease is for a period of three years commencing on the 1st day of June, 2021 (sometimes called “the Commencement Date”) and expiring the 31st day of May, 2024 (sometimes called “Expiration Date”), unless sooner terminated as hereinafter provided.

b. **Early Termination.** Notwithstanding Term described in 1(a) above, Landlord and Tenant reserve the right to terminate this Lease without cause at any time with one year’s written notice of intent to terminate

3. BASE RENT:

a. **Rent.** Tenant shall pay Landlord, a total monthly rent payment in advance without offset, deduction or demand, as follows:

\$2,250.00	per month on June 1, 2021 and a like amount on each first day of the month thereafter through May 1, 2022; and
\$2,318.00	per month on June 1, 2022 and a like amount on each first day of the month thereafter through May 1, 2023; and
\$2,387.00	per month on June 1, 2023 and a like amount on each first day of the month thereafter through May 1, 2024; and

The rent described in paragraph 3 is hereinafter referred to as the “Base Rent.”

b. **Late Fee.** If Landlord does not receive rent by the seventh day of the month, Tenant must pay a late fee equal to five percent of the overdue rent payment as additional rent. Rent is deemed “paid” upon receipt by Landlord, not when mailed or sent by Tenant.

c. **Real Estate Tax Increase.** Notwithstanding the Base Rent described above, in the event the annual real estate property taxes levied against the Leased Property exceed 50% of the annual Base Rent, the Base Rent shall be increased so that the annual real estate property taxes is never greater than 50% of Base Rent. To effectuate this minimum rent requirement, the monthly

Base Rent due on the next succeeding June 1 of the year in which the real estate property tax increase is effective, and each succeeding first day of the month thereafter, shall be increased to equal one 1/12 of the annual real estate property taxes then levied against the Leased Property, greater than 50% of Base Rent.

4. ADDITIONAL RENT:

a. **Operating Expenses.** Tenant shall pay all operating expenses including utilities incurred by Tenant in operating the Leased Property. The term "Operating Expenses" includes but is not limited to the maintenance, repair and operation of utilities and lighting, parking and landscaped areas and signs, as well as snow removal and non-structural repair and maintenance of the exterior of the building, all associated with the premises being rented. Failure to pay operating expenses when due shall constitute a default under this lease.

The payment of the sums set forth in this paragraph 4 shall be in addition to the Base Rent payable pursuant to paragraph 3 of this Lease. If Tenant fails to pay the Operating Expenses when due, Landlord may pay same and the same shall be immediately due to Landlord from Tenant together with 10% interest per annum.

The above is sometimes called the "Additional Rent."

b. Tenant shall not be responsible for the payment of any real estate taxes. Real estate taxes shall be the sole responsibility of Landlord, except as required in paragraph 3.

5. COVENANTS TO PAY RENT:

The covenants of Tenant to pay the Base Rent and the Additional Rent are each independent of any other covenant, condition, provision or agreement contained in this Lease. All rents are payable to Landlord at Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota, or such other place as Landlord may designate.

6. UTILITIES:

Tenant shall provide mains and conduits to supply electricity to the Leased Property. Tenant shall pay, when due, all charges for garbage disposal, refuse removal, electricity, telephone and/or other utility services or energy source furnished to the Leased Property during the term of this Lease, or any renewal or extension thereof. In addition, Tenant shall be responsible to pay the City of Ramsey's quarterly storm water utility charge. If Landlord elects to furnish any of the foregoing utility services or other services furnished to Tenant, then the rate charged by Landlord shall not exceed the rate Tenant would be required to pay to a utility company or service company furnishing any of the foregoing utilities or services. The charges thereof shall be deemed Additional Rent in accordance with paragraph 4. Tenant shall not be entitled to any abatement or reduction of Base Rent by reason of Landlord's failure to furnish any of the foregoing utilities when such failure is caused by accident, breakage, repairs (including replacements), strikes, lockouts or other labor disturbances or labor disputes of any character, or for any other causes.

7. CARE AND REPAIR OF LEASED PROPERTY:

Tenant shall, at all times throughout the term of this Lease, including any renewals and extensions, and at its sole expense, keep and maintain the Leased Property in a clean, safe, sanitary and first class condition and in compliance with all applicable laws, codes, ordinances, rules and regulations. Tenant's obligations hereunder shall include but not be limited to the maintenance and repair of all lighting and equipment, fixtures, motors and machinery including the overhead door opening systems, all interior walls, partitions, doors and windows, including the regular painting thereof, all exterior entrances, windows and doors and the replacement of all broken glass. Tenant shall keep and maintain all portions of the Leased Property and the sidewalk and areas adjoining the same in a clean and orderly condition, free of accumulation of dirt, rubbish, snow and ice. Tenant shall be responsible for all outside maintenance of the Leased Property, including grounds and parking areas. Tenant shall properly utilize, maintain and repair the septic system and associated drain field. No parking of any vehicles or equipment is allowed on the drain field

If Tenant fails, refuses or neglects to maintain or repair the Leased Property as required in this Lease after notice shall have been given Tenant, in accordance with paragraph 31 of this Lease, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other personal property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay to Landlord all costs incurred by Landlord in making such repairs upon presentation to Tenant of bill therefore.

Landlord shall repair, at its expense, the structural portions of the Leased Property, provided, however, where structural repairs are required to be made by reason of the acts of Tenant, the costs thereof shall be borne by Tenant and payable by Tenant to Landlord upon demand.

8. SIGNS:

Any sign, lettering, picture, notice or advertisement installed on or in any part of the Leased Property and visible from the exterior of the Leased Property, or visible from the exterior of the Leased Property, must be approved in advance by Landlord and installed at Tenant's expense and be in compliance with all City of Ramsey sign code regulations. Tenant may not post any political signs in relation to City, School District, County, or State elections or policy initiatives.

In the event of a violation of the foregoing by Tenant, Landlord may remove the same without any liability and may charge Tenant the expense incurred for such removal.

9. ALTERATIONS, INSTALLATION, FIXTURES:

a. **AS IS Condition.** Except as may be expressly modified herein, Tenant leases the Leased Property in an 'AS IS' condition and Landlord shall not be responsible for any repairs or modifications thereto.

b. Except as hereinafter provided, Tenant shall not make any alternation, additions, or improvements in or to the Leased Property or add, disturb or in any way change any plumbing or wiring therein without the prior written consent of Landlord. In the event alterations are required by any governmental agency by reason of the use and occupancy of the Leased Property by Tenant, Tenant shall make such alterations at its own cost and expense after first obtaining Landlord's approval of plans and specifications therefore and furnishing such indemnification as Landlord may reasonably require against liens, costs, damages and expenses arising out of such alterations.

Alterations or additions by Tenant must be done in compliance with all laws, ordinances and governmental regulations affecting the Leased Property and Tenant shall warrant to Landlord that all such alterations, additions, or improvements shall be in strict compliance with all relevant laws, ordinances, governmental regulations, and insurance requirements. Construction of such alterations or additions shall commence only upon Tenant obtaining and exhibiting to Landlord the requisite approvals, licenses and permits and indemnification against liens. All alterations, installations, physical additions or improvements to the Leased Property made by Tenant shall at the option of Landlord become the property of Landlord and shall be either removed by Tenant at Tenant's sole cost or surrendered to Landlord upon the termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture owned by Tenant which may be removed by Tenant at the end of the term if this Lease is not then in default.

10. POSSESSION:

Except as hereinafter provided Landlord shall deliver possession of the Leased Property to Tenant in the condition required by this Lease on or before the Commencement Date, but delivery of possession prior to or later than such Commencement Date shall not affect the expiration date of this Lease. The rentals herein reserved shall commence on the date when possession of the Leased Property is delivered by Landlord to Tenant. Any occupancy by Tenant prior to the beginning of the term shall in all respects be the same as that of Tenant under this Lease. Landlord shall have no responsibility or liability for loss or damage to fixtures, facilities or equipment installed or left on the Leased Property. If Leased Property is not ready for occupancy by Commencement Date and possession is later than Commencement Date, rent shall begin on date of possession. If for any reason, Landlord cannot deliver possession of the Leased Property to Tenant by the Commencement Date, in no event shall landlord be subject to any liability for a delay in delivery and such failure shall not affect the validity of this Lease or the obligations of tenant under, and Tenant's remedies for such delay shall be limited to termination of this Lease in the event that Landlord fails to deliver the Leased Property to Tenant within 30 days of the Commencement Date.

11. SECURITY AND DAMAGE DEPOSIT:

Tenant contemporaneously with the execution of this Lease, has deposited with Landlord the sum of One Thousand Six Hundred Fifty and 00/100 Dollars (\$1,650), 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 sue 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 term of this Lease or upon the earlier 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.

12. USE:

The Leased Property shall be used and occupied by Tenant solely for the purposes of sale and storage of golf carts and related equipment and such use by Tenant shall at all times be in full compliance with all applicable laws, ordinances and governmental regulations affecting the Leased Property. The use shall include outside parking of customer and employee vehicles. Parking of vehicles and equipment shall be permitted only on hard surfaced areas or areas covered by Class 5 aggregate, if approved by Ramsey City Council, on the Lease Property. In no event are golf carts or any other vehicles or equipment to be parked within the area overlying the septic system. The Leased Property shall not be used in such manner that, in accordance with any requirement of law or of any public authority, Landlord shall be obligated on account of the purpose or manner of said use to make any addition or alteration to or in the Leased Property. The Leased Property shall not be used in any manner which will increase the rates required to be paid for public liability or for fire and extended coverage insurance covering the Leased Property. Tenant shall occupy the Leased Property, conduct its business and control its agents, employees, invitees and visitors in such a way as is lawful and reputable, and will not permit or create any nuisance, noise, odor, or otherwise interfere with, annoy or disturb any other Tenant in the Leased Property in its normal business operations or Landlord in its management of the Leased Property. Tenant's use of the Leased Property shall conform to all Landlords' rules and regulations relating to the use of the Leased Property as listed on Exhibit A attached hereto.

13. ACCESS TO LEASED PROPERTY:

The Tenant agrees to permit Landlord and the authorized representatives of Landlord to enter the Leased Property at all times during usual business hours for the purpose of inspecting the same and making any necessary repairs to the Leased Property and performing any work therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the Board of Fire Underwriters or any similar body or that Landlord may deem necessary to prevent waste or deterioration in connection with the Leased Property. Nothing herein shall imply any duty upon the part of Landlord to do any such work that, under any provision of this Lease, Tenant may be required to perform and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. The Landlord may, during the progress of any work in the Leased Property, keep and store upon the Leased Property all necessary materials, tools and equipment. The Landlord shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage of Tenant by reason of making repairs or the performance on any work in the Leased Property, or on account of bringing materials, supplies and equipment into or through the Leased Property during the course thereof

and the obligations of Tenant under this Lease shall not thereby be affected in any manner whatsoever.

Landlord reserves the right to enter upon the Leased Property at any time in the event of an emergency and at reasonable hours to exhibit the Leased Property to prospective Tenants and to display "For Lease" or similar signs on windows or doors in the Leased Property during the last one hundred eighty (180) days of the term of this Lease, all without hindrance or molestation by Tenant.

14. EMINENT DOMAIN:

In the event of any eminent domain or condemnation proceeding or private sale in lieu thereof in respect to the Leased Property during the term thereof, the following provisions shall apply:

a. **Leased Property Acquired** If the whole of the Leased Property shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this Lease shall cease and terminate as of the date possession shall be taken in such proceeding and all rentals shall be paid up to that date. Notwithstanding the above, Landlord, upon receipt of written notice of a condemnation proceeding regarding the Property being filed in a Court of competent jurisdiction, shall forth with notify Tenant in writing of said Notice. Upon receipt of same, Tenant shall have the right to terminate the Lease upon 30 days written notice to Landlord.

b. **Part of Leased Property Acquired.** If any part constituting less than the whole of the Leased Property shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall materially affect the Leased Property so as to render the Leased Property unsuitable for the business of Tenant, then the term of this Lease shall cease and terminate as of the date possession shall be taken by the condemning authority and rent shall be paid to the date of such termination.

In the event of a partial taking or condemnation of the Leased Property which shall not materially affect the Leased Property so as to render the Leased Property unsuitable for the business of Tenant, this Lease shall continue in full force and effect but with a proportionate abatement of the Base Rent and Additional Rent based on the portion if any, of the Leased Property taken. Landlord reserves the right, at its option, to restore the Leased Property to substantially the same condition as they were prior to such condemnation. In such event, Landlord shall give written notice to Tenant within 30 days following the date possession shall be taken by the condemning authority, of Landlord's intention to restore. Upon Landlord's notice of election to restore, Landlord shall commence restoration and shall restore the Leased Property with reasonable promptness, subject to delays beyond Landlord's control and delays in the making of condemnation or sale proceeds adjustment by Landlord; and Tenant shall have no right to terminate this Lease except as herein provided. Upon completion of such restoration, the rent shall be adjusted based upon the portion, if any, of the Leased Property restored.

c. **Tenant Waiver.** Subject to the notice provision in paragraph 13 a. above, in the event of any condemnation or taking as aforesaid, whether whole or partial, Tenant shall not be entitled to any part of the award paid for such condemnation and Landlord is to receive the full amount of such award, Tenant hereby expressly waives any right to claim to any part thereof.

d. **Tenant Damages.** Although all damages in the event of any condemnation shall belong to Landlord whether such damages are awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Property, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and of or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment. However, Tenant shall have no claim against Landlord or make any claim with the condemning authority of the loss of its leasehold estate, any unexpired term of loss of any possible renewal or extension of said lease or loss of any possible value of said lease, any unexpired term, renewal or extension of said Lease.

15. DAMAGE OR DESTRUCTION:

In the event of any damage or destruction to the Leased Property by fire or other cause during the term hereof, the following provisions shall apply:

a. **Significant Damages.** If the Leased Property is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Landlord, will equal or exceed twenty percent (20%) of the replacement value of the Leased Property (exclusive of foundations) just prior to the occurrence of the damage, then Landlord may, no later than the sixtieth (60th) day following the damage, give Tenant written notice of Landlord's election to terminate this Lease.

b. **Date of Termination.** In the event Landlord elects to terminate this Lease, it shall be deemed to terminate on the date of the occurrence of damage or destruction and all rentals shall be paid up to that date. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease except for prepaid rent.

Notwithstanding anything contained in this paragraph 14 to the contrary, Landlord shall only be obligated to restore the Leased Property to the extent of the insurance proceeds actually received, but if the insurance proceeds actually received do not permit Landlord to restore the Leased Property, Landlord shall so notify Tenant and either Landlord or Tenant may terminate this Lease by written notice given within 60 days after Landlord's notice. If Landlord restores the Leased Property in accordance with the provisions of this Section, then Tenant shall not have any right to terminate this Lease because of such damage pursuant to (i) any common law rights, (ii) Minnesota Statutes §504.131 as now in effect or as it may be hereafter amended or supplemented, or (iii) any comparable right established by a similar statute.

c. **Tenant Repair of Significant Damages.** In the event Landlord elects to terminate this Lease, the Tenant may make a written proposal to repair Significant Damages to the Leased Property at the sole cost of the Tenant, within 10 days of the Landlord's original notice outlined in Section 15, Paragraph A. The Landlord shall retain full discretion to reject or accept the Tenant's proposal to repair Significant Damages.

16. CASUALTY INSURANCE:

a. **Landlord and Tenant Obligations.** Landlord shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance with premiums paid in advance

issued by an insurance company licensed to do business in the State of Minnesota insuring the Leased Property against loss or damage by fire, explosion or other insurable hazards and contingencies for the full insurance value, provided that Landlord shall not be obligated to insure any furniture, equipment, machinery, goods or supplies not covered by this Lease which Tenant may bring upon the Leased Property or any additional improvements which Tenant may construct or install on the Leased Property. Tenant shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance with premiums paid in advance issued by an insurance company licensed to do business in the State of Minnesota insuring its property of whatever nature against loss or damage by fire, explosion or other insurable hazards and contingencies for the full insurable value of said Tenant's property, including Tenants improvements to the Leased Property and Tenant's personal Property.

b. **Tenant Restriction.** Tenant shall not carry any stock of goods or do anything in or about the Leased Property which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.

c. **Waiver of Liability.** Landlord hereby waives and releases all claims, liabilities and causes of action against Tenant and its agents, servants and employees for loss or damage to, or destruction of, the Leased Property or any portion thereof, including the buildings and other improvements situated thereon, resulting from fire, explosion and other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. Likewise, Tenant hereby waives and releases all claims, liabilities and causes of action against Landlord and its agents, servants and employees for loss or damage to, or destruction of, any of the improvements, fixtures, equipment, supplies, merchandise and other Leased Property, whether that of Tenant or of others, upon or about the Leased Property resulting from fire, explosion or the other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. The waiver shall remain in force whether or not Tenant's insurer shall consent thereto.

d. **Tenant Payment.** In the event that the use of the Leased Property by Tenant increases the premium rate for insurance carried by Landlord, Tenant shall pay Landlord, upon demand, the amount of such premium increase. If tenant installs any electrical equipment that overloads the power lines to the building or its wiring, Tenant shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriter, insurance rating bureau and governmental authorities having jurisdiction.

17. PUBLIC LIABILITY INSURANCE:

Tenant shall during the term hereof keep in full force and effect at its expense a policy or policies of public liability insurance with respect to the Leased Property and the business of Tenant, on terms with companies approved in writing by Landlord, in Landlord and Landlord's designees are named as additional insured under prudent limits of liability not less than: \$500,000.00 for injury/death to any one person; \$1,000,000.00 for injury/death to more than one person, and \$500,000.00 with respect to damage to Leased Property. Such policy(ies) shall: (i) provide that such policies are primary and landlord's policy(ies) are noncontributing; (ii) include a cross-

liability endorsement, and (iii) require that at least 30 days prior written notice must be given to Landlord prior to cancellation, expiration or material adverse changes to such policy(ies). Tenant shall furnish evidence satisfactory to Landlord at the time this Lease is executed that such coverage is in full force and effect.

17A. DEFAULT OF TENANT:

a. **Failure to Pay Rent.** In the event of any failure of Tenant to pay any rent due within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than 20 days after written notice of such failure shall have been given to Tenant, or if Tenant or an agent of Tenant shall falsify any report required to be furnished to Landlord pursuant to the terms of this Lease, or if Tenant or any guarantor of this Lease shall become bankrupt or insolvent, or file any debtor proceedings or any person shall take or have against Tenant or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any state a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's or any such guarantor's Leased Property, or if Tenant or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Tenant shall abandon the Leased Property or suffer this Lease to be taken under any writ of execution, then in any such event Tenant shall be in default hereunder, and Landlord, in addition to other rights of remedies it may have, shall have the immediate right of re-entry and may remove all personal property from the Leased Property and store it in a public warehouse or elsewhere at Tenant's cost without service of notice or resort to legal process and without being guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

b. **Landlord's Rights.** Should Landlord elect to re-enter the Leased Property, as herein provided, or should it take possession of the Leased Property pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Property, and relet the Leased Property or any part thereof upon such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such subletting all rentals received by Landlord from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and costs of such alterations and repairs; third, to the payment of the rent due and unpaid payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, possession of the Leased Property by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time after such re-entry and reletting elect to terminate this Lease for any such breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Property, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term, minus the

amount of rental loss which Tenant proves could have been reasonably avoided, all of which amounts shall be immediately due and payable from Tenant to Landlord. Landlord shall also be entitled to any other amounts necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to comply with the requirements of this Lease.

c. **Landlord May Cure Default.** Landlord may, at its option, instead of exercising any other rights or remedies available to it in this Lease or otherwise by law, statute or equity spend such money as is reasonably necessary to cure any default of Tenant herein and the amount so spent, and costs incurred, including attorney's fees incurring such default, shall be paid by Tenant, and additional rent, upon demand.

d. **Tenant Payment.** In the event suit is brought for recovery of possession of the Leased Property, for the recovery of rent of any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefore, including a reasonable attorney's fee, together with interest on all such expenses at a reasonable the rate of interest from the date of such breach of the covenants of this Lease.

e. **Waiver of Rights of Redemption.** Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of the Leased Property, by reason of the violation by Tenant of any of the covenants or conditions of this Lease, or otherwise. Tenant also waives any demand for possession of the Leased Property, and any demand for payment of rent and any notice of intent to re-enter the Leased Property, or of intent to terminate this Lease, other than the notices above provided in this paragraph, and waives any and every other notice or demand prescribed by any applicable statutes or laws.

f. **No Exclusive Remedy.** No remedy herein or elsewhere in this Lease or otherwise by law, statute or equity, conferred upon or reserved to Landlord or Tenant shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise.

17B. DEFAULT OF LANDLORD:

Landlord Payment. In the event suit is brought by the Tenant because of the breach of any covenant herein contained on the part of Landlord to be kept or performed, and a breach shall be established, Landlord shall pay to Tenant all expenses incurred therefore, including reasonable attorney's fees, together with interest on all such expenses at the rate of interest established pursuant to Minnesota Statutes section 549.09 from the date of such breach of the covenants of this Lease.

18. INDEMNITY & HOLD HARMLESS:

Except to the extent that liability for damages or loss is caused by the gross negligence of Landlord, its agents or employees, Tenant shall indemnify, protect, defend (at Landlord's request and with counsel approved by Landlord) and hold Landlord and each of its respective officers and employees harmless from and against every demand, claim, cause of action, judgment and expense, including, but not limited to, reasonable attorney's fees and disbursements of counsel, whether suit is initiated or not, and all loss and damage arising from: (a) any injury, loss or damage to the person or property of Tenant, or to any other person rightfully in the Leased Property, specifically including the owners who are renting space in the Leased Property for the storage of boats, RV vehicles and other similar type recreation equipment and vehicles stored in the Leased Property, (i) occurring in or about the Leased Property, or (ii) caused by the negligence or misconduct of Tenant, or Tenant's affiliates or any of their respective employees, representatives, agents or contractors, or (iii) resulting from the violation of any legal requirements or the provisions of this Lease by Tenant, or Tenant's affiliates or any of their respective employees, representatives, agents or contractors; (b) any loss or damage, however caused, to books, records, computer or other electronic equipment or data or media, files, artwork, money, securities, negotiable instruments or papers in the Leased Property; or (c) any loss or damage resulting from interference with or obstruction of deliveries to or from the Leased Property caused by Tenant or Tenant's affiliates or any of their respective employees, representatives, agents or contractors. All property kept, maintained or stored on the Leased Property shall be so kept, maintained or stored at the sole risk of Tenant. If any mechanic's lien is filed against any part of the Leased Property for work claimed to have been done for, or materials claimed to have been furnished to Tenant, such mechanic's lien shall be discharged by Tenant within ten (10) days thereafter, at Tenant's sole cost and expense, by the payment thereof or by making any deposit required by law or by posting a bond with such surety, in such amount and in such form as landlord deems proper. Tenant shall immediately notify Landlord of any mechanic's lien or other lien filed against the Leased Property or any part thereof by a contractor or subcontractor of Tenant or otherwise by reason of work claimed to have been done for or materials claimed to have been furnished to Tenant. If Tenant fails to remove such lien or post such bond within the ten (10) day period following the filing thereof, Landlord may, at its sole discretion and without waiving its right and remedies based on such breach by Tenant and without releasing Tenant from any of its obligations, cause such lien to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. Tenant shall, in such event, pay to Landlord at once, upon notice by Landlord, any sum paid by Landlord to remove such lien, together with interest at a reasonable rate from the date of such payment by Landlord. Landlord shall have the right at all times to post and keep posted on the Leased Property any notices permitted or required by applicable law, or that Landlord shall deem proper for the protection of Landlord, the Leased Property, the property of and any other party having an interest therein, from liens. All material suppliers, contractors, artisans, mechanics, laborers and other parties contracting with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Leased Property are hereby charged with notice that they must look solely to Tenant for payment of the same and Tenant's purchase orders, contracts and subcontracts in connection therewith must clearly state this requirement.

19. NON-LIABILITY:

Subject to the terms and conditions of paragraph 14 hereof, Landlord shall not be liable for damage to any property of Tenant or of others located on the Leased Property specifically including the

Tenant's and Tenant's customers' equipment, golf carts, vehicles, and other similar types of recreation equipment stored in the Leased Property, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Property or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by Tenants or persons in the Leased Property, occupants of adjacent property, of the buildings, or the public or caused by operations in connection of any private, public or quasi-public work. Landlord shall not be liable for any latent defect in the Leased Property. All property of Tenant kept or stored on the Leased Property shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

20. ASSIGNMENT OR SUBLETTING:

Tenant agrees to use and occupy the Leased Property throughout the entire term hereof for the purpose or purposes herein specified and for no other purposes, in the manner and to substantially the extent now intended, and not to assign, sublet, license, concession or otherwise transfer this Lease or Tenant's rights in the Leased Property, or any part thereof, whether by voluntary act, operation of law, or otherwise, without obtaining the prior written consent of Landlord in each instance. Tenant shall seek such consent of Landlord by a written request therefore, setting forth such information as Landlord may deem necessary. Landlord agrees not to withhold consent unreasonably. Consent by Landlord to any assignment of this Lease or to any subletting of the Leased Property shall not be a waiver of Landlord's rights under this paragraph as to any subsequent assignment or subletting. Landlord's rights to assign this Lease are and shall remain unqualified. No such assignment or subleasing shall relieve Tenant from any of Tenant's obligations in this Lease contained, nor shall any assignment or sublease or other transfer of this Lease be effective unless the assignees, subtenant or transferee shall at the time of such assignment, sublease or transfer, assume in writing for the benefit of Landlord, its successors or assigns, all of the terms, covenants and conditions of this Lease thereafter to be performed by Tenant and shall agree in writing to be bound thereby. Should Tenant sublease in accordance with the terms of this Lease, fifty percent (50%) of any increase in rent received by Tenant over the per square foot rental rate which is being paid by Tenant shall be forwarded to and retained by Landlord, which increase shall be in addition to the Base Rent and Additional Rent due landlord under this Lease.

21. ATTORNMENT:

In the event of any sale, transfer or assignment of Landlord's interest in the Leased Property, or this Lease, or if the Leased Property comes into custody or possession of a mortgagee or any other party whether because of a mortgage foreclosure, or otherwise, Tenant shall attorn to such assignee or other party and recognize such party as Landlord hereunder; provided, however, Tenant's peaceable possession will not be disturbed so long as Tenant faithfully performs its obligations under this Lease. Tenant shall execute, on demand, any attornment agreement required by any such party to be executed, containing such provisions and such other provisions as such party may require.

22. SUCCESSORS AND ASSIGNS:

The terms, covenants and conditions hereof shall be binding upon and inure to the successors and assigns of the parties hereto.

23. REMOVAL OF FIXTURES:

Notwithstanding anything contained in paragraph 8, paragraph 29 or elsewhere in this Lease, if Landlord requests then Tenant will promptly remove at the sole cost and expense of Tenant all fixtures, equipment and alterations made by Tenant simultaneously with vacating the Leased Property and Tenant will promptly restore the Leased Property to the condition that existed immediately prior to said fixtures, equipment and alterations having been made all at the sole cost and expense of Tenant.

24. QUIET ENJOYMENT:

Landlord warrants that it has full right to execute and to perform this Lease and to grant the estate demised, and that Tenant, upon payment of the rents and other amounts due and the performance of all the terms, conditions, covenants and agreements on Tenant's part to be observed and performed under this Lease, may peaceably and quietly enjoy the Leased Property for the business uses permitted hereunder, subject, nevertheless, to the terms and conditions of this Lease.

25. RECORDING:

Tenant shall not record this Lease without the written consent of Landlord. However, upon the request of either party hereto, the other party shall join in the execution of the Memorandum lease for the purposes of recordation. Said Memorandum lease shall describe the parties, the Leased Property and the term of the Lease and shall incorporate this Lease by reference.

26. OVERDUE PAYMENTS:

All monies due under this Lease from Tenant to Landlord shall be due on demand, unless otherwise specified and if not paid when due, shall result in the imposition of a service charge for such late payment in the amount of five percent (5%) of the amount due.

27. SURRENDER:

On the Expiration Date or upon the termination hereof upon a day other than the Expiration Date, Tenant shall peaceably surrender the Leased Property broom-clean in good order, condition and repair, reasonable wear and tear only excepted. On or before the Expiration Date or upon termination of this Lease on a day other than the Expiration Date, Tenant shall, at its expense, remove all trade fixtures, personal property and equipment and signs from the Leased Property and any not removed shall be deemed to have been abandoned. Any damage caused by removal of such items shall be repaired by Tenant at its expense. All alterations, additions, improvements

and fixtures (other than trade fixtures) which shall have been made or installed by Landlord or Tenant upon the Leased Property and all floor covering so installed shall at the option of Landlord remain upon and be surrendered with the Leased Property as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration or termination of this Lease. If the Leased Property is not surrendered on the Expiration Date or the date of termination, Tenant shall indemnify Landlord against loss or liability, claims, without limitation, made by any succeeding Tenant founded on such delay. Tenant shall promptly surrender all keys for the Leased Property to Landlord at the place then fixed for payment of rent and shall inform Landlord of combinations of any locks and safes on the Leased Property.

28. HOLDING OVER:

In the event of a holding over by Tenant after expiration or termination of this Lease without the consent in writing of Landlord, Tenant shall be deemed a Tenant at sufferance and shall pay rent for such occupancy at the rate of twice the lease-current aggregate Base and Additional Rent, prorated for the entire holdover period, plus all attorney's fees and expenses incurred by Landlord in enforcing its rights hereunder, plus any other damages occasioned by such holding over. Except as otherwise agreed, any holding over with the written consent of Landlord shall constitute Tenant as a month-to-month Tenant.

29. ABANDONMENT:

In the event Tenant shall remove its fixtures, equipment or machinery or shall vacate the Leased Property or any part thereof prior to the Expiration Date of this Lease, or shall discontinue or suspend the operation of its business conducted on the Leased Property for a period of more than thirty (30) consecutive days (except during any time when the Leased Property may be rendered untenable by reason of fire or other casualty), then in any such event Tenant shall be deemed to have abandoned the Leased Property and Tenant shall be in default under the terms of this Lease.

30. CONSENTS BY LANDLORD:

Whenever provision is made under this Lease for Tenant securing the consent or approval by Landlord, such consent or approval shall only be in writing.

31. NOTICES:

Any notice required or permitted under this Lease shall be deemed sufficiently given or secured if sent by registered or certified return receipt mail to Tenant at 7039 Highway 10, Ramsey, Minnesota 55303, and to Landlord at the address then fixed for the payment of rent as provided in paragraph 5 of this Lease, and either party may by like written notice at any time designate a different address to which notices shall subsequently be sent or rent to be paid.

32. RULES AND REGULATIONS:

Tenant shall observe and comply with the rules and regulations as Landlord may prescribe and as listed on Exhibit A attached hereto, on written notice to Tenant for the safety, care and cleanliness of the Leased Property.

33. INTENT OF PARTIES:

Except as otherwise provided herein, Tenant covenants and agrees that if it shall any time fail to pay any such cost or expenses, or fail to take out, pay for, maintain or deliver any of the insurance policies above required, or fail to make any other payment or perform any other act on its part to be made or performed as in this Lease provided, then Landlord may, but shall not be obligated so to do, and without notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant in this Lease contained, pay any such cost or expense, effect any such insurance coverage and pay premiums therefore, and may make any other payment or perform any other act on the part of Tenant to be made and performed as in this Lease provided, in such manner and to such extent as Landlord may deem desirable, and in exercising any such right, to also pay all necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorney's fees. All sums so paid by Landlord and all necessary and incidental costs and expenses in connection with the performance of any such act by Landlord, together with interest thereon at the a reasonable rate from the date of making of such expenditure, by Landlord, shall be deemed Additional Rent hereunder, and shall be payable to Landlord on demand. Tenant covenants to pay any such sum or sums with interest as aforesaid and landlord shall have the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of the Base Rent payable under this Lease.

34. GENERAL:

a. **Landlord Tenant Relationship.** This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, the sole relationship between the parties hereto being that of Landlord and Tenant.

b. **Effect of Waivers.** No waiver of any default of Tenant hereunder shall be implied from any omission by Landlord to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord shall not then be construed as a wavier of a subsequent breach of the same covenant, term or condition. The consent to or approval by Landlord of any act by Tenant requiring Landlord's consent or approval shall not waive or render necessary Landlord's consent to or approval of any subsequent similar act by Tenant. No action required or permitted to be taken by or on behalf of Landlord under the terms or provisions of this Lease shall be deemed to constitute an eviction or disturbance of Tenant's possession of the Leased Property. All preliminary negotiations are merged into and incorporated in this Lease. The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease.

c. **Entire Agreement.** This Lease and the exhibits, if any, attached hereto and forming a part hereof, constitute the entire agreement between Landlord and Tenant affecting the Leased Property and there are no other agreements, either oral or written, between them other than are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall

be binding upon Landlord or Tenant unless reduced to writing and executed in the same form and manner in which this Lease is executed.

d. **Enforceability of Provisions.** If any agreement, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such agreement, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each agreement, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

e. **No Personal Obligations.** The obligations of Landlord under this Lease do not constitute the personal obligations of the individual officers or employees of Landlord. If Landlord shall fail to perform any covenant, term or condition of this Lease required of landlord, Tenant shall be required to deliver to Landlord written notice of the same. If, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Leased Property and out of rent or other income from the Leased Property receivable by Landlord, or out of consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title or interest in the Leased Property, and no action for any deficiency may be sought or obtained by Tenant.

35. NO WASTE OR NUISANCE AND COMPLIANCE WITH LAWS:

a. **Leased Property Use.** The Leased Property shall be used by and/or at the sufferance of Tenant only for the purpose set forth in paragraph 11 above and for no other purposes. Tenant shall not use or permit the use of the Leased Property in any manner that will tend to create waste or a nuisance. Tenant, its employees and all persons visiting or doing business with Tenant in the Leased Property shall be bound by and shall observe the reasonable rules and regulations as listed on Exhibit A attached hereto, made by Landlord relating to the Leased Property, of which notice in writing shall be given to Tenant, and all such rules and regulations shall be deemed to be incorporated into and form a part of this Lease.

b. **Obey Laws.** Tenant covenants throughout the Lease Term, at Tenant's sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules and regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards, and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Leased Property are situated, or any other body now or hereafter created with jurisdiction over the Leased Property, and whether or not the same require structural repairs or alterations, which may be applicable to the Leased Property, or the use or manner of use of the Leased Property. Tenant will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the buildings and improvements on the Leased Property and the equipment thereof.

37. HAZARDOUS MATERIAL:

In the event any Hazardous material (hereinafter defined) is brought or caused to be brought into or onto the Leased Property by Tenant, Tenant shall handle any such material in compliance with

all applicable federal, state and/or local regulations. 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 purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, and so-called "Superfund" or "Super lien" law, or any federal, state or local statute, law, ordinance, code, rule, regulation, order decree regulation, 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 shall submit to Landlord on annual basis copies of its approved hazardous materials communication plan, OSHA monitoring plan, and permits required by the Resource Recovery and Conservation Act of 1976, if Tenant is required to prepare, file or obtain any such plans or permits. 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 Leased Property, of any Hazardous Material. This paragraph shall survive the expiration or sooner termination of this Lease.

38. CAPTIONS:

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent or any provision thereof.

39. ATTACHMENTS:

See the Exhibits attached hereto and made a part hereof.

<u>Exhibit</u>	<u>Description</u>
Exhibit A	Leased Property Rules and Regulations
Exhibit B	Graphic Depiction of Leased Property
Exhibit C	Lease Guarantee by Mark Kaufman

40. SUBMISSION:

Submission of this instrument to Tenant or proposed Tenant or its agents or attorneys for examination, review, consideration or signature does not constitute or imply an offer to lease, reservation of space, or option to lease, and this instrument shall have no binding legal effect until execution hereof by both Landlord/Owner and Tenant or its agents.

41. LEASE GUARANTEE:

This Lease shall not be a valid legally binding agreement between the parties hereto until the Lease Guarantee by Mark Kaufman, attached hereto as Exhibit C, has been executed.

IN WITNESS WHEREOF, landlord and Tenant have caused these presents to be executed in form and manner sufficient to bind them at law, as of the day and year first above written.

LANDLORD:

**CITY OF RAMSEY, a
Minnesota Municipal Corporation**

By: _____
Mark E. Kuzma, Mayor

TENANT:

**rm Golf Carts, Inc., a Minnesota
Corporation**

By: _____
Its

ATTEST:

By: _____
Kurt Ulrich, City Administrator

**EXHIBIT A
TO LEASE AGREEMENT
DATED June 1, 2015**

LEASED PROPERTY RULES AND REGULATIONS

1. Any sign, lettering, picture, notice or advertisement installed on or in any part of the Leased Property and visible from the exterior of the Leased Property, shall be installed at Tenant's sole cost and expense, and in such manner, character and style as Landlord may approve in writing. Anything herein to the contrary notwithstanding, signs shall be subject to Landlord's approval which may be withheld in Landlord's sole discretion. In the event of a violation of the foregoing by Tenant, landlord may remove the same without any liability and may charge the expense incurred by such removal to Tenant.

2. Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Leased Property closed and secured after normal business hours.

3. Tenant shall comply with all applicable federal, state and municipal laws, ordinances and regulations, and building rules and shall not directly or indirectly make any use of the Leased Property which may be prohibited by any of the foregoing or which may be dangerous to persons or Leased Property or may increase the cost of insurance or require additional insurance coverage.

4. The Leased Property shall not be used for cooking (as opposed to heating of food), lodging, sleeping or for any immoral or illegal purpose.

5. Unless expressly permitted by Landlord, no additional locks or similar devices shall be attached to any door or window and no keys other than those provided by Landlord shall be made for any door. If more than two keys for one lock are desired by Tenant, Landlord may provide the same upon payment by Tenant. Upon termination of this Lease or of Tenant's possession, Tenant shall surrender all keys of the Leased Property and shall explain to Landlord all combination locks on safes, cabinets and vaults.

6. The restrooms, drinking fountains and other plumbing fixtures shall not be used for any purpose other than for which they are constructed, and no sweepings, rubbish, rags, coffee grounds or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by Tenant who, or whose employees, agents, visitors or licensees have caused same. No person shall waste water by interfering or tampering with the faucets or otherwise.

7. Tenant shall be responsible for any damage to the building or the Leased Property of its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Leased Property, and shall make all repairs and improvements required by Landlord or governmental authorities in connection with the use or moving of such articles.

8. Wherever in these Leased Property Rules and Regulations the word “Tenant” occurs, it is understood and agreed that it shall mean Tenant’s associates, employees, agents, clerks, invitees, and visitors. Wherever the word “Landlord” occurs, it is understood and agreed that it shall mean Landlord’s assigns, agents, clerks, and visitors.

9. Landlord shall have the right to enter upon the Leased Property at all reasonable hours for the purpose of inspecting the same.

10. Landlord shall have the right to enter the Leased Property at hours convenient to Tenant for the purpose of exhibiting the same to prospective tenants.

11. Tenant shall be responsible for all repair and maintenance of mechanical systems and devices if any associated with the Leased Property, including, but not limited to the electrical system, and the garage door opening system.

12. Alterations of any nature to the Leased Property by Tenant costing in excess of \$3,000.00 shall require written approval of Landlord. Such approval shall be at the sole discretion of Landlord. In the event of a violation of the foregoing by Tenant, Landlord may remove the same without any liability and may charge the expense incurred by such removal to Tenant.

13. Tenant and Tenant’s employees, agents, visitors and licensees shall observe faithfully and comply strictly with the foregoing rules and regulations and such other and further appropriate rules and regulations as Landlord or Landlord’s agent may from time to time adopt. Reasonable notice of any additional rules and regulations shall be given in such manner as Landlord may reasonably elect.

14. Landlord reserves the right at any time to rescind, alter or waive, in whole or in part, any of these Rules and Regulations when deemed necessary, desirable, or proper, in Landlord’s judgment, for its best interest. Tenant reserves the right to refuse compliance with any subsequent additional rules and regulations added to those agreed to at the time of signing the Lease.

15. To the extent these rules are in conflict with the terms of the Lease, the terms of the Lease shall rule and govern.

EXHIBIT B

GRAPHIC DEPICTION OF LEASED PROPERTY

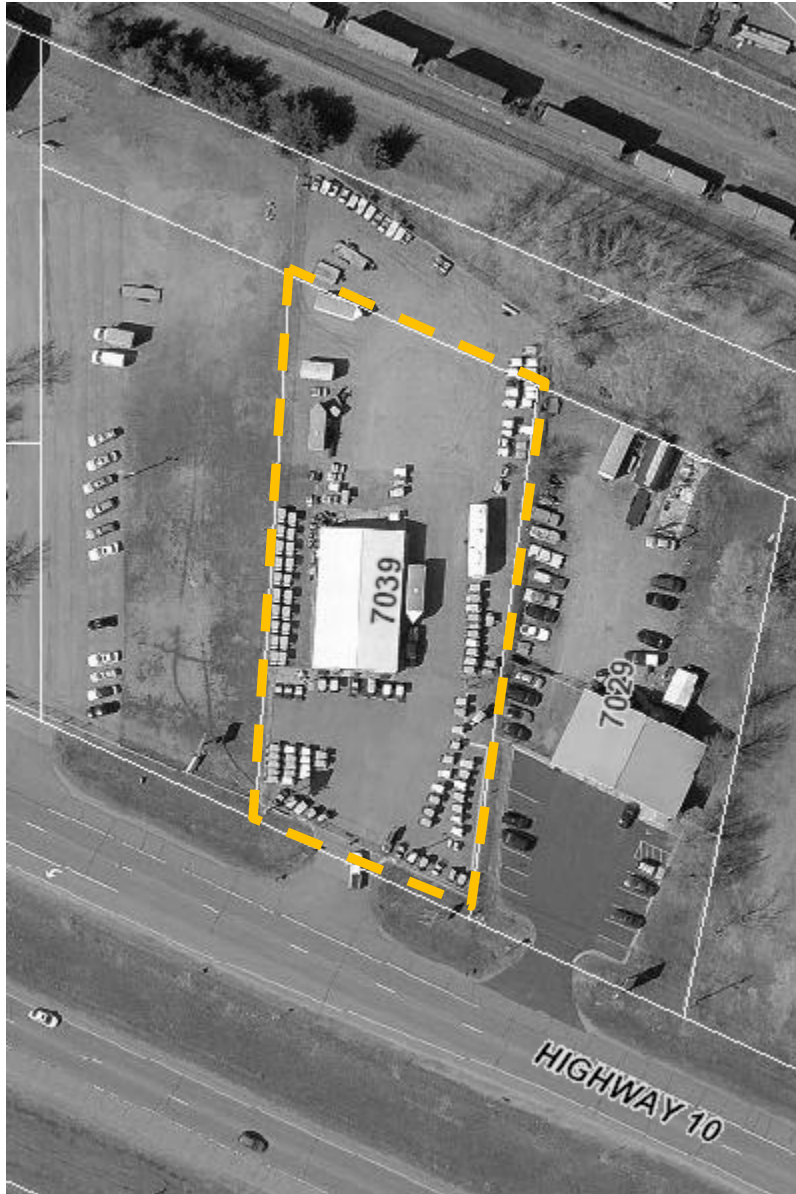


EXHIBIT C

LEASE GUARANTY

The undersigned (“Guarantor”) in consideration of, and in order to induce **City of Ramsey**, a Municipal corporation (“Landlord”) to enter into the attached Lease with **rm Golf Carts, Inc.**, a Minnesota Corporation (“Tenant”) does hereby unconditionally guarantee to Landlord and Landlord’s heirs, successors and assigns the payment of rent and the performance of all obligations expressed as to be performed by Tenant under the terms and provisions of the Lease, including payment of damages for any breach of the Lease, and any liability of Tenant accruing under the Lease for any period preceding as well as any period following the term of the Lease (collectively, the “Lease Obligations”). The Guarantor’s obligation under this Guaranty shall extend through the term of the Lease, and any renewals, extensions or holdovers thereof, and shall be binding upon Guarantor’s heirs, successors and assigns.

Whether or not any existing relationship between the Guarantor and Tenant has been changed or ended and whether or not this Guaranty has been revoked, Landlord may, but shall not be obligated to, enter into transactions resulting in the modification, creation or continuance of the Lease Obligations, without any consent or approval by Guarantor and without any notice to Guarantor. The liability of Guarantor shall not be affected or impaired by any of the following acts or things (which Landlord is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this Guaranty): (i) any one or more extensions or renewals of the Lease Obligations (whether or not for longer than the original period) or any modification of the contractual terms applicable to the Lease Obligations; (ii) any waiver or indulgence granted to Tenant, any delay or lack of diligence in the enforcement of the Lease obligations, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any other person liable in respect of any of the Lease Obligations; (iii) the assertion by Landlord of any right or remedy available under the Lease, including without limitation the termination thereof; (iv) any full or partial release of, settlement with, or agreement not to sue, Tenant or any other guarantor or other person liable in respect of any of the Lease Obligations; or (v) any release or discharge of Tenant in any creditors’, receivership, bankruptcy or other proceeding; the impairment, limitation or modification of any liability of Tenant or remedy against Tenant in any such proceeding; or the rejection, disaffirmance, disallowance or the like of the Lease or this Guaranty in any such proceeding.

The Guarantor hereby waives notice of acceptance hereof, or any action taken or omitted in reliance hereof, or of any default of Tenant under the Lease. Guarantor hereby further waives any requirement that Landlord first exhaust or pursue Landlord’s remedies available under the Lease or any other guaranty or security for Tenant’s obligations under the Lease before Landlord proceeds directly, and recovers, against the Guarantor.

Guarantor will not exercise or enforce any right of contribution, reimbursement, recourse or subrogation available to Guarantor against any person liable for payment of the Lease Obligations, or as to any collateral security therefore, unless and until all of the Lease Obligations shall have been fully paid and discharged.

The Guarantor agrees to pay all costs and expenses, including reasonable attorney’s fees, incurred by Landlord in connection with the protection, defense or enforcement of this Guaranty.

_____, 2021

Mark Kaufman

CC Regular Session

5. 12.

Meeting Date: 05/11/2021

By: Brian McCann, Community
Development

Information

Title

Adopt Resolution #21-127 Approving Development Agreement for Becker Rolling Pines Second Addition (Project No. 20-141); Case of Lisa Becker

Purpose/Background:

A Variance was approved at the February Planning Commission to deviate from the required road frontage standards, which was required for final plat approval. The Final Plat for Becker Rolling Pines Second Addition was approved on February 23, 2021 with the City Council, with a condition requiring compliance with City Staff Review, and approval of a Development Agreement by the City Attorney. The Development Agreement for Becker Rolling Pines Second Addition is attached to the case.

Notification:

The City notified property owners within 700 feet during the review period of the Final Plat. Notification is not required for approval of the Development Agreement.

Observations/Alternatives:

Becker Rolling Pines Second Addition was approved with a contingency for the Developer to enter into a Development Agreement with the City. This is a standard contingency and this Development Agreement utilizes the City's standard template agreement, which has been approved by the City Attorney.

Funding Source:

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

Recommendation:

Staff recommends adoption of Resolution #21-127.

Action:

Motion to adopt Resolution #21-127 approving the Development Agreement for Becker Rolling Pines 2nd Addition.

Attachments

Final Plat

Draft Development Agreement

Resolution #21-127

Form Review

Inbox

Tim Gladhill

Kurt Ulrich

Form Started By: Brian McCann

Final Approval Date: 05/06/2021

Reviewed By

Tim Gladhill

Kurt Ulrich

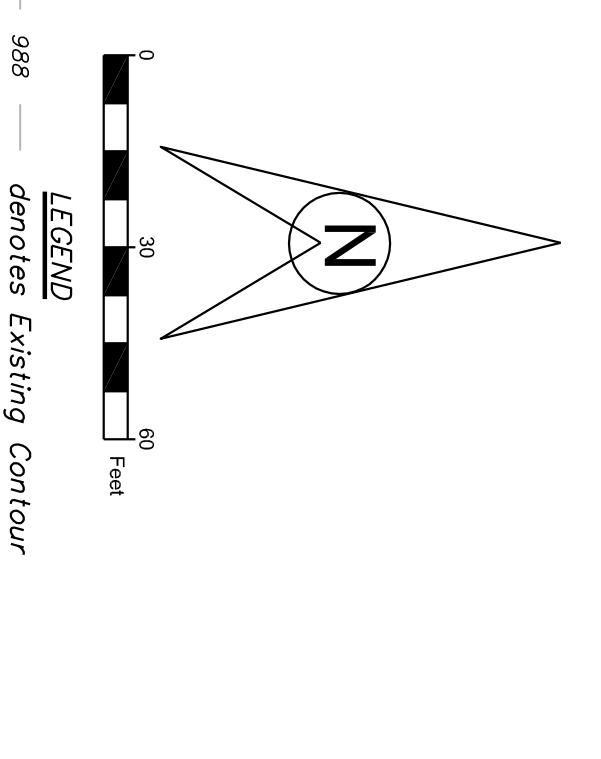
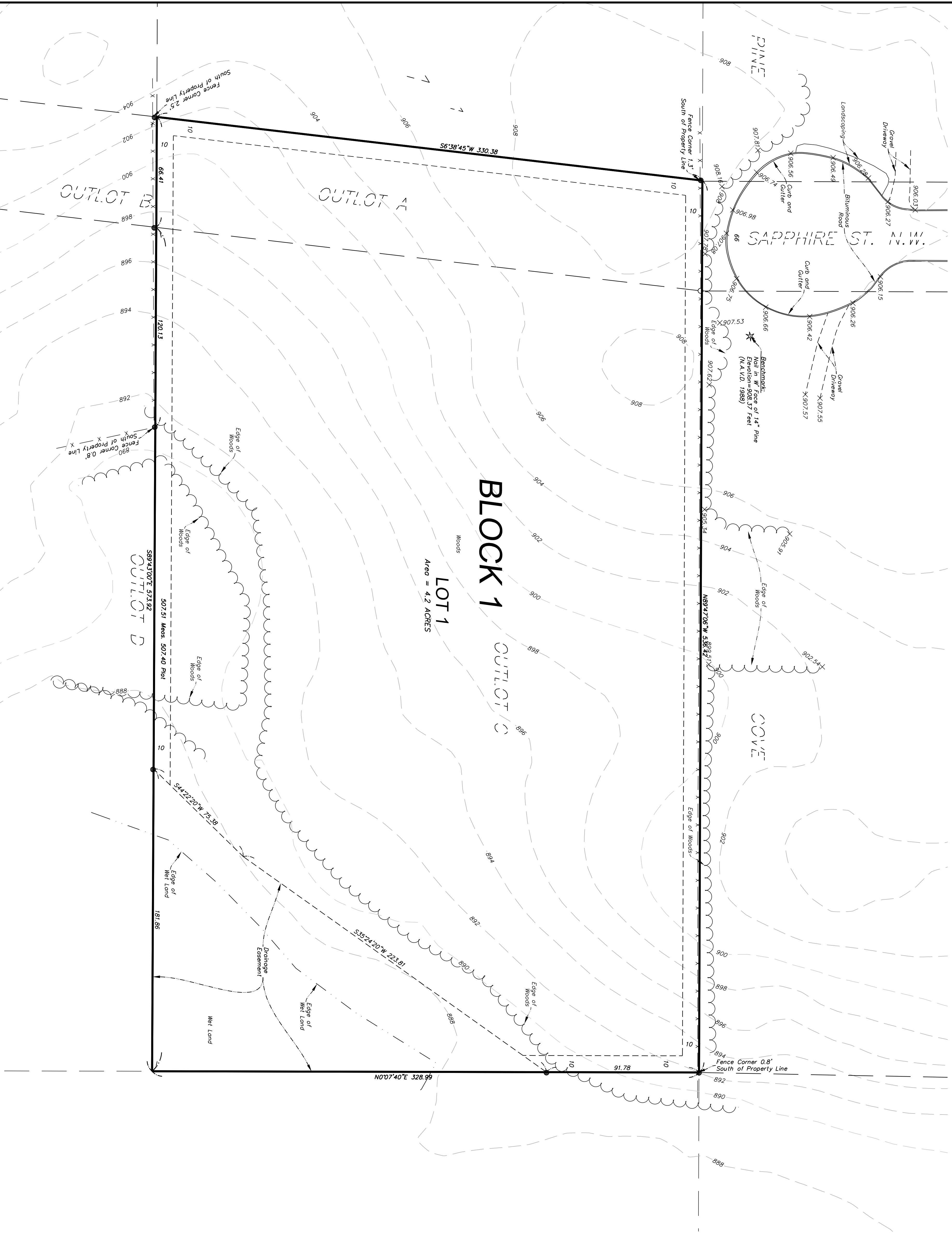
Date

05/06/2021 09:15 AM

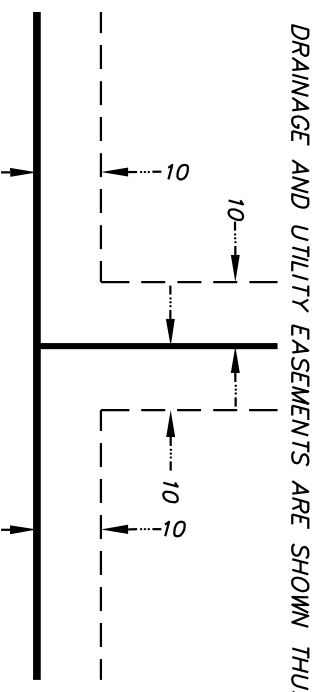
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Started On: 05/03/2021 01:27 PM

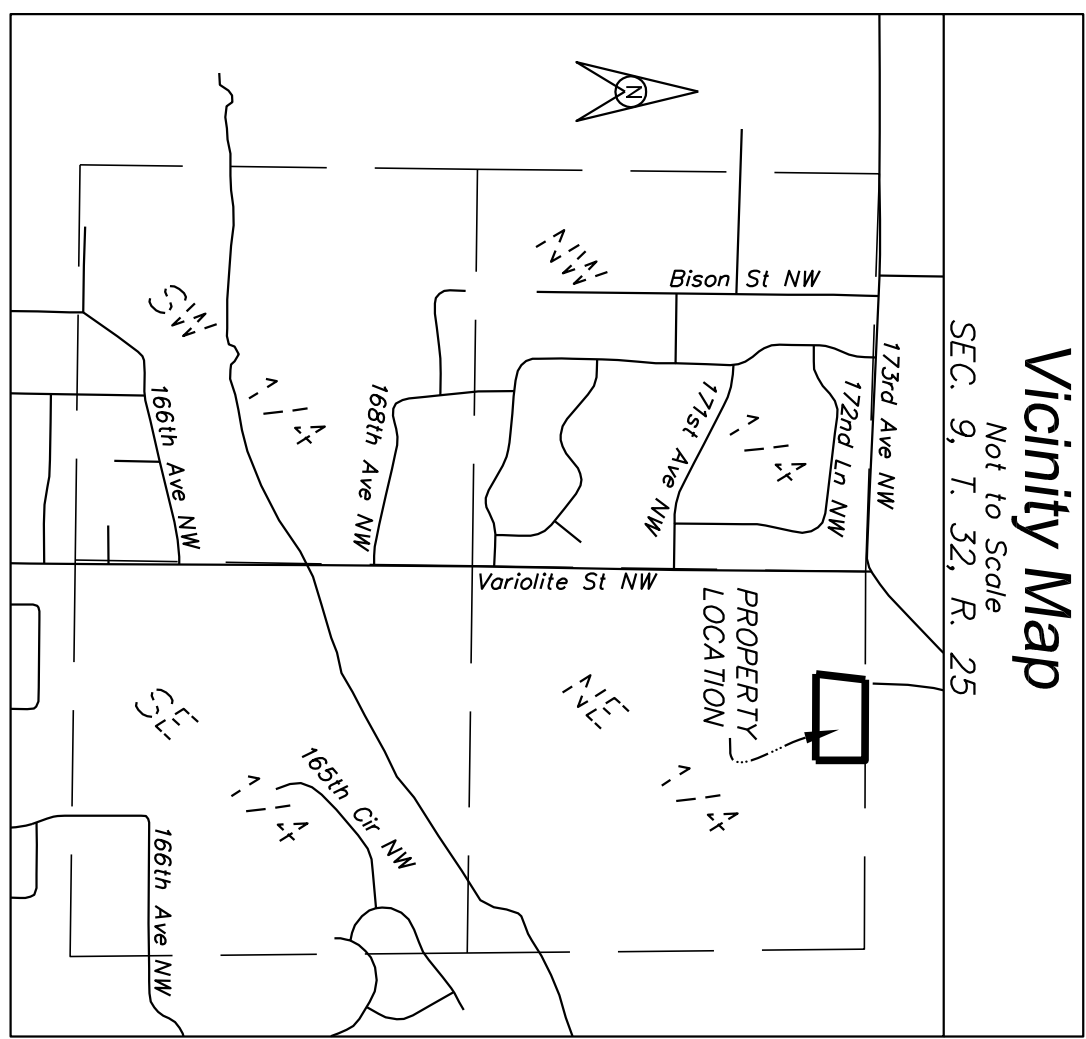
Preliminary Plat of BECKER ROLLING PINES 2ND ADDITION



- LEGEND**
- denotes Existing Contour
 - 988.00 X denotes Existing Spot Elevation
 - ★ denotes Coniferous Tree
 - - - - - denotes Fence Line
 - - - - - denotes Drainage and Utility Easement per the plat BECKER ROLLING PINES



BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING RIGHT-OF-WAY LINES, AND BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AS SHOWN ON THE PLAT.



PROPERTY DESCRIPTION:
Outlots A and C, BECKER ROLLING PINES, Anoka County, Minnesota, according to the recorded plat thereof.

Preliminary Plat on Outlot A and Outlot C, BECKER ROLLING PINES, Anoka County, Minnesota

Revised:

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

Paul E. Otto
Paul E. Otto
License #40062 Date: 12-3-2020

Requested By:

Realty One Group

Date: 11-12-2020 Drawn By: S.O.S. Scale: 1"=30' Checked By: P.E.O.

www.ottoassociates.com
9 West Division Street
Buffalo, MN 55313
(763)682-4727
Fax: (763)682-3522

● denotes iron monument found
○ denotes 1/2 inch by 14 inch iron pipe set and marked by License #40062

Project No. 20-0545

**CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR BECKER ROLLING PINES SECOND
ADDITION**

This Agreement (hereinafter the "Agreement") is dated as of this _____ day of _____, 2021 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "CITY") and **LISA BECKER** ("DEVELOPER").

WHEREAS, the **DEVELOPER** is the fee owner of the following described property situated in the City of Ramsey, County of Anoka, State of Minnesota, and legally described as follows:

OUTLOT A BECKER ROLLING PINES, Anoka County, Minnesota

and

OUTLOT C BECKER ROLLING PINES, Anoka County, Minnesota

-Or upon recording-

Lots 1, Block 1, BECKER ROLLING PINES SECOND ADDITION

(the "Subject Property")

WHEREAS, on February 23, 2021, pursuant to Resolution #21-041, the **CITY** approved the final plat for the Subject Property, which plat is known as **BECKER ROLLING PINES SECOND ADDITION** (the "Plat"), which approval is contingent on certain requirements, including the **DEVELOPER** and the **CITY** entering into this Agreement.

THEREFORE, in consideration of the mutual promises set forth below, the **CITY** and the **DEVELOPER** agree as follows:

1. Conditions of Approval. The **CITY** has approved the Plat subject to satisfaction of the following conditions subsequent:
 - a. Development Agreement. That the **DEVELOPER** enter into this Agreement.
 - b. Marketable Title. That prior to recording the Plat, the **DEVELOPER** 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 **DEVELOPER** provide proof that the respective governing boards of the **DEVELOPER** have authorized the **DEVELOPER'S** execution of this Agreement. This proof of authority may

be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of each entity which grants such authority.

2. The Plans. The term “Plans” as used in this Agreement means the Sketch Plan and Final Plat, each dated December 3, 2020, and both prepared by Otto Associates. The Plans remain subject to: (a) **CITY** Staff’s review and approval and (b) any such further revisions as the **DEVELOPER** may propose and the **CITY** approves. The Plans shall not be attached to this Agreement, but are in the **CITY’S** files.
3. Utilities. The **DEVELOPER** acknowledges that any home constructed on the **Subject Property** shall be serviced with a private well and septic system compliant with all applicable standards in City Code.
4. Stage I Improvements. There are no Stage I Improvements required.
5. Stage I Financial Surety. There are no Stage I Improvements and therefore, there is no Financial Surety required.
6. Stage II CITY Improvements. The future improvements the **DEVELOPER** must construct or install are as follows:
 - a. Installation of survey monumentation.

(the “Stage II Improvements”). The **DEVELOPER** must complete the construction of the Stage II Improvements within one (1) year after the date upon which the Plat is recorded.
7. Payment of Development Fee’s. The **DEVELOPER** must pay to the **CITY** the fees described on Exhibit A, which may include, but are not limited to, Park Land Dedication Fees, Trail Development Fees, and Storm Management Fees.
8. Requirements for Building and Occupancy Permits.
 - a. No building permit for any lot in the Plat shall be issued until the **DEVELOPER** 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; and (c) obtained all necessary permits from the Lower Rum River Watershed Management Organization and the Anoka Conservation District and has provided a copy of each such permit to the **CITY**.
 - b. No occupancy permit for any lot in the Plat shall be issued until the **DEVELOPER** has: (a) constructed vehicular access to the lot in accordance with standards of City Code; (b) constructed all utilities and storm water facilities this Agreement requires to serve the lot(s) and such utilities and storm water facilities are in place, and operational and the **CITY** has accepted those utilities and storm water facilities; (c) for lots that have a slope of less than 2%, provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land

surveyor, certifying that the flattest grade on the lot is 1% or greater; and (d) installed and planted the sod and landscaping that are required as a part of the Stage I Improvements; (d) removed the existing dirt driveway accessing Highway 47 and restored yard and ditch areas per the approved Plans.

9. **DEVELOPER Defaults.** If the **DEVELOPER** defaults in the performance of one or more of the **DEVELOPER'S** obligations under this Contract, and i) the **CITY** gives the **DEVELOPER** 30 days written notice of the default and ii) the **DEVELOPER** fails to cure the default within said 30 days, then the **CITY** may pursue any and all remedies available at law or in equity including, but not limited to, the following:
 - a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **DEVELOPER'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **DEVELOPER'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 **DEVELOPER** as promptly as possible that the **CITY** is undertaking to perform the **DEVELOPER'S** obligation or obligations. If the **CITY** performs one or more obligations of the **DEVELOPER**, the **DEVELOPER** 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 **DEVELOPER**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **DEVELOPER** 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 **DEVELOPER** 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 **DEVELOPER'S** Property. As an alternative to seeking recovery from the **DEVELOPER** or the financial guaranty, the **CITY** may levy special assessments against the **DEVELOPER** Property in accordance with Minnesota Statutes Section 429, and the **DEVELOPER**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **DEVELOPER** 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 **DEVELOPER** has cured all of its defaults; and
- d. The **CITY** may draw upon all or any portion of the financial guaranty the **DEVELOPER** has provided to the **CITY** pursuant to Section 4 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 **DEVELOPER** pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the **CITY** pursuant to Section 9 (h) 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 8(d).

10. Miscellaneous.

- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraphs or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- b. Written Amendments Only. The action or inaction of the **CITY** or the **DEVELOPER** 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 **DEVELOPER'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 **DEVELOPER** 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 platted area until the **DEVELOPER** does comply. Upon the **CITY'S** demand **DEVELOPER** shall cease work until there is compliance.
- d. Mailbox Locations. If the **DEVELOPER** desires to construct mailboxes within the public right of way, the **DEVELOPER** 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 **DEVELOPER** shall be responsible for the cost of establishing seed in all boulevards within 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 **DEVELOPER** 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. The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 10:00 p.m.

- g. Construction Site Maintenance. The **DEVELOPER** 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. Plat Approval Expenses. The **DEVELOPER** 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.

- i. Reimbursement to the CITY. The **DEVELOPER** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.

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

- k. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

TO DEVELOPER:

Lisa Becker
14614 Quicksilver St NW
Ramsey, MN 55303

TO THE CITY:

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

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

THE DEVELOPER:

Lisa Becker

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021,
by Lisa Becker, to me known to be the persons described in and who executed the foregoing instrument
and acknowledged that they executed the same as their free act and deed.

Notary Public

EXHIBIT A

Fees Payable to the City

1. Park Dedication. The **DEVELOPER** is responsible for satisfying applicable Park Dedication requirements for Lot 1, Block 1 of the Plat. The 2021 Park Dedication Fee applicable to the Plat is \$3,500 per residential unit. **DEVELOPER** must pay a Park Dedication Fee of Three Thousand Five Hundred Dollars and No Cents (\$3,500 x 1 unit = **\$3,500.00**). The **DEVELOPER** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
2. Trail Development Fees. The **DEVELOPER** is responsible for satisfying applicable Trail Development Fee requirements for Lot 1, Block 1 of the Plat. The 2021 Trail Development Fee applicable to the Plat is \$1,000 per residential unit. **DEVELOPER** must pay a Trail Development Fee of One Thousand Dollars and No Cents (\$1,000 x 1 unit = **\$1,000.00**). The **DEVELOPER** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
3. Stormwater Management Fee. The **DEVELOPER** is responsible for satisfying applicable Stormwater Trunk Fee requirements for Lot 1, Block 1 of the Plat. The 2021 Stormwater Management Fee applicable to the Plat is \$502 per residential unit. **DEVELOPER** must pay a Stormwater Management Fee of Five Hundred Two Dollars and No Cents (\$502 x 1 unit = **\$502.00**). The **DEVELOPER** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

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

RESOLUTION #21-127

**RESOLUTION APPROVING DEVELOPMENT
AGREEMENT FOR BECKER ROLLING PINES SECOND ADDITION**

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

OUTLOT A BECKER ROLLING PINES, Anoka County, Minnesota

and

OUTLOT C BECKER ROLLING PINES, Anoka County, Minnesota

-Or upon recording-

Lots 1, Block 1, BECKER ROLLING PINES SECOND ADDITION

(the "Subject Property")

WHEREAS, the City Council approved the Final Plat with several contingencies, including the Developer entering into a Development Agreement on February 23, 2021.

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 Development Agreement between the Developer and the City for Becker Rolling Pines Second Addition contingent upon final approval by City Engineer, City Attorney as to legal form, and verification of park and trail dedication credit accounting.

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 11th day of May, 2021.

Mayor

ATTEST:

City Clerk

Meeting Date: 05/11/2021

By: Bria Raines, Community Development

Information

Title

Adopt Resolution #21-129 Approving an Easement Encroachment Agreement for the Property Located at 6141 145th Lane NW: Case of Chad and Shuck Lennander

Purpose/Background:

During inspection of an open violation complaint, City Staff discovered existing detached accessory building located within a rear yard drainage and utility easement. According to the homeowner, the existing 10' by 14' shed (the "shed") has been in place since 1996, prior to the use of zoning permits for accessory structures; however, the drainage and utility easement and associated regulations have been in place prior to 1996. The City started using zoning permits to track these types of structures in response to numerous issues like this throughout the City, in order to help residents determine where they could put structures. This structure was not caught until recently. Staff is comfortable with allowing the structure to stay in the easement, so long as the owner signs the attached Easement Encroachment Agreement, agreeing to remove the structure if it's ever needed by the City or any utility company.

Notification:

Notification is not required.

Observations/Alternatives:

The Property Owner acquired the Subject Property after the shed was placed on Easement in 1996. There is no Zoning Permit on file for the shed as installation was prior to zoning ordinance requirement. The Shed is elevated on cement pad. Staff is not aware of any complaints or concerns regarding the current location of the Shed. The Easement appears to be in place due to a stormwater pond between the Subject Property and Sunwood Drive.

Recommendation:

Staff recommends approval of the easement encroachment agreement, which will allow the homeowner to keep the Shed, but also cover the City's bases in relation to the easement. Recording of the Easement Encroachment Agreement is the responsibility of the Property Owner.

Action:

Motion to adopt Resolution #21-129 approving an Easement Encroachment Agreement for an existing shed at 6141 145th Lane NW.

Attachments

Site Location Map

Exhibit: Existing Shed

Certificate of Survey

Easement Encroachment Agreement

ACTION Resolution 21-129

Form Review

Inbox

Tim Gladhill
Kurt Ulrich
Form Started By: Bria Raines
Final Approval Date: 05/06/2021

Reviewed By

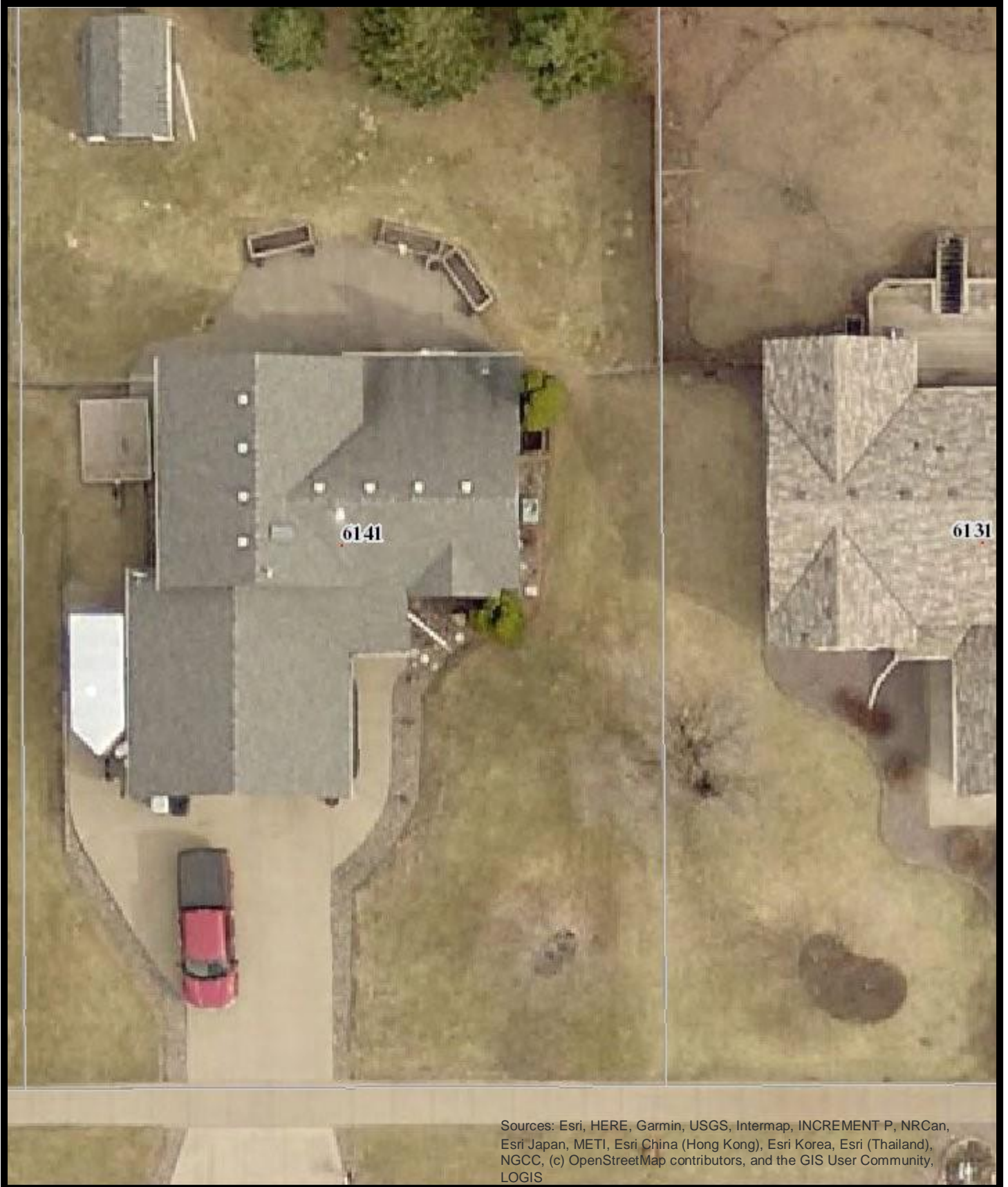
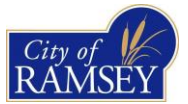
Tim Gladhill
Kurt Ulrich

Date

05/06/2021 09:10 AM
05/06/2021 11:50 AM
Started On: 05/03/2021 02:34 PM

Site Location Map

6141 145th Lane NW

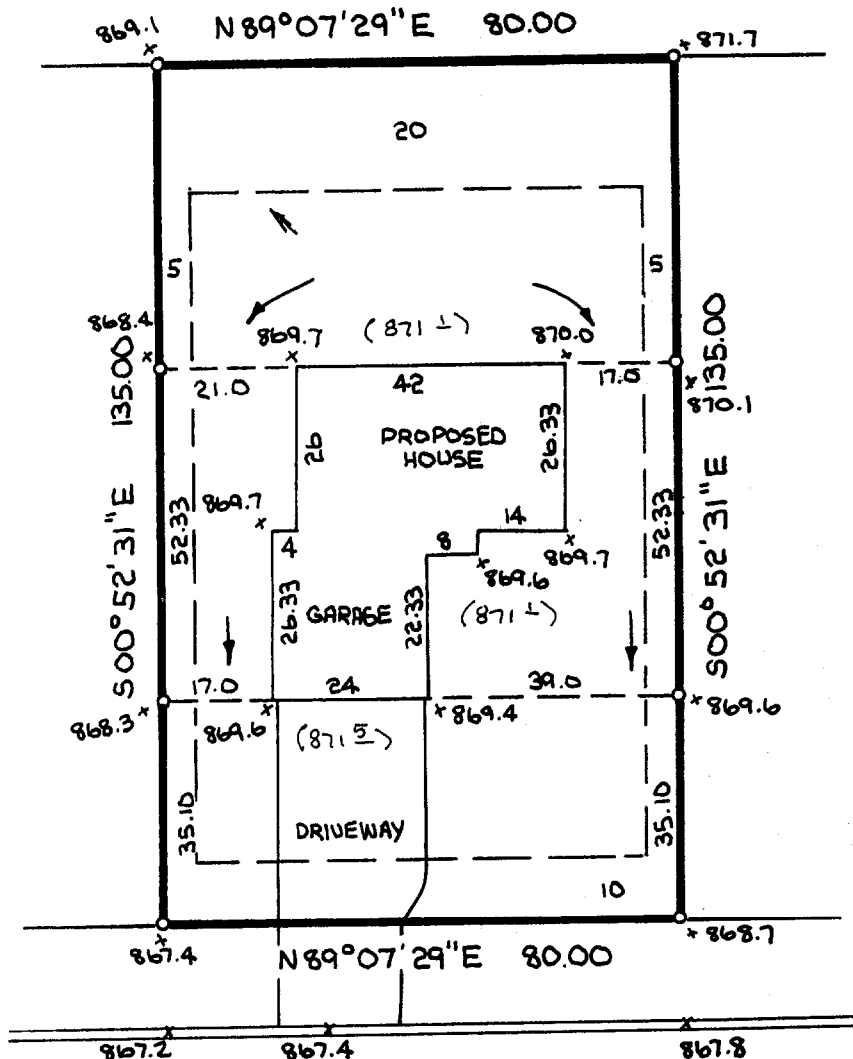


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, LOGIS

mi
0.000 0.0015 0.003 0.0045 0.006

A horizontal scale bar with five segments, corresponding to the numerical values 0.000, 0.0015, 0.003, 0.0045, and 0.006 miles.





145 TH LANE N.W.

- 0 Denotes Iron Monument
- x 100.0 Denotes Existing Elevation
- (100.0) Denotes Proposed Elevation
- ← Denotes Direction of Surface Drainage
- Proposed Top of Foundation Elevation = 871.8
- Proposed Garage Floor Elevation = 871.5
- Proposed Lowest Floor Elevation = 863.7

I hereby certify that this is a true and correct representation of a survey of the boundaries of:

**LOT 4, BLOCK 3, CHESTNUT HILL 5TH ADDITION
 ANOKA COUNTY, MINNESOTA**

And of the location of all buildings, if any, thereon, and all visible encroachments, if any, from or on said land. As surveyed by me this 25th day of July 1996.

Ronald J. Swenson

Ronald J. Swenson
 Registered Land Surveyor, Minn. Lic. No. 13297



SATHRE-BERGQUIST, INC.

150 SOUTH BROADWAY-WAYZATA, MN 55391
 (612) 478-8000 FAX 478-0104

SCALE
 1"=30'
 BOOK PAGE
 FILE NO.
 5045-1

CERTIFICATE OF SURVEY
 for

LENNANDER COMPANIES INC.

ENCROACHMENT AGREEMENT

THIS AGREEMENT (“Agreement”) is made this ____ day of May, 2021, by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota (“City”), and **Shuck and Chad Lennander**, and their successors and assigns (“Landowner”).

RECITALS:

WHEREAS, Landowner is the fee owner of the real property located at 6141 145th Lane NW, Ramsey, Minnesota, and legally described as follows:

Lot 4, Block 3 Chestnut Hill 5th Addition

(“Property”); and

WHEREAS, the City currently has Drainage and Utility Easements (“Easements”) over, under and across a portion of the Property, as dedicated to the public pursuant to the Plat known as “CHESTNUT HILLS 5TH ADDITION” recorded in the Office of the County Recorder, Anoka County, Minnesota; and

WHEREAS, Landowner seeks permission from the City to encroach upon the Easements maintain an existing ten foot by fourteen foot (10’ x 14’) shed (the “Shed”) in the rear yard of the Property as shown on Exhibit “A”.

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

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

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

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

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

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

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

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

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

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

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

TO LANDOWNER: Chad and Shuck Lennander
6141 145th Lane NW
Ramsey, MN 55303

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

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

CITY OF RAMSEY

By: _____
Mark E. Kuzma, Mayor

By: _____
Kurtis Ulrich, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

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

Notary Public

LANDOWNER:

By: _____
Chad Lennander

By: _____
Shuck Lennander

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Chad and Shuck Lennander.

Notary Public

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

EXHIBIT "A"
Area of Encroachment Shed



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

RESOLUTION #21-129

RESOLUTION APPROVING AN ENCROACHMENT AGREEMENT FOR A DETACHED ACCESSORY BUILDING IN A DRAINAGE AND UTILITY EASEMENT ON THE PROPERTY GENERALLY KNOWN AS 6141 145th LANE NW AND DECLARING TERMS OF SAME

WHEREAS, Chad and Shuck Lennander, hereinafter referred to as the “Applicant,” have requested an Easement Encroachment Agreement to maintain an existing ten foot by fourteen foot (10’ x 14’) shed (the “Shed”) within a drainage and utility easement (the “Easement”) on the property legally described as follows:

Lot 4, Block 3 Chestnut Hill 5th Addition

(the “Subject Property”).

WHEREAS, during review of a complaint, it was discovered that there is an existing, detached accessory building located within Easement already; and

WHEREAS, the Shed has been in place since at least 1996 prior to the Applicant purchasing the Subject Property.

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

1. That the Applicant can continue to maintain the Shed within the Easement contingent upon:
 - a) The Applicant entering into an Easement Encroachment Agreement with the City and recording said agreement against the Subject Property; and
 - b) Review and approval of the Easement Encroachment Agreement by the City Engineer to ensure the Easement can still function as intended.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly adopted by the Ramsey City Council this the 11th day of May, 2021.

Mayor

ATTEST:

City Clerk

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

Meeting Date: 05/11/2021

By: Sean Sullivan, Community Development

Information

Title:

Adopt Resolution #21-130 Approving Donation Agreement and Acquisition of Outlot A, Northfork Alpine Addition

Purpose/Background:

Consider Adoption of Resolution #21-130 Approving Donation Agreement and Acquisition of Outlot A, Northfork Alpine Addition. DoubleT L.L.C. (Donor) has offered to donate Outlot A, Northfork Alpine Addition (the "Property") to the City. The property is currently being used as a trail and is a key connection for the City trail system. Costs to be incurred by the City to acquire the Property are estimated to be \$1000 or less. Anoka County has assigned a tax valuation of \$100.00. the trail was constructed by the Developer as part of the original plat. It was contemplated that the parcel or an easement over it would be given to the city upon completion.

Staff has consulted with Parks and Assistant Public Works Superintendent Riverblood and he has indicated that ownership of this trail would be beneficial to the City and the Park Trail System. Ownership of this trail will allow the city to have access and to maintain it.

Staff has consulted with the City Attorney and an Environmental ESA is not required or recommended.

Notification:

N/A

Time Frame/Observations/Alternatives:

Staff is generally supportive of the accepting the donation fo the Property and paying for the acquisition costs as presented in the Donation Agreement. The Seller has indicated that they are only willing to donate this to the City "as-is" and will not incur additional costs associated with title defects. The City will order a Title Commitment as part of this process to determine if there are issues with the title that would cause the City to pause in its acquisition. Below are some key terms of the the Donation Agreement:

- Legal Description: Outlot A, Northfork Alpine Addition
- Tax ID Numbers: 19-32-25-42-0005
- Acreage: +/- 0.04 acres
- Property Taxes: \$1.16 (Annual)
- Sales Price: \$0.00 Property to be donated
- Closing Date: On or before July 31, 2021
- Closing Costs: (Estimated to be \$1,000 or less and are highlighted below):

Closing costs.

- i. At Closing, the following Donor closing costs and expenses must be paid by the Donor:
 - 1. Donor’s portion of the property taxes prorated to the date of Closing.
 - 2. Donor’s own attorney’s fees.
- ii. At Closing, the City must pay the following costs and expenses:
 - 1. City’s portion of the property taxes prorated to the date of Closing.
 - 2. City’s own attorney’s fees.
 - 3. Closing fees, if any.
 - 4. Documentary and recording fees for the deed.

5. State deed tax.
6. Cost of title commitment and owner's title insurance policy.

Alternatives:

1. Adoption Resolution #21-130 Approving Donation Agreement and Acquisition of Outlot A, Northfork Alpine Addition (As presented); subject to City Attorney review
2. Adoption of Resolution #21-130 Approving Donation Agreement and Acquisition of Outlot A, Northfork Alpine Addition (with changes); subject to City Attorney review
3. Something else

Funding Source:

Cost not to exceed \$1,000 and could come from the City's Trail Development Fee Account, or a combination of multiple sources or other.

Recommendation:

Staff recommends adoption of Adopt Resolution #21-130 Approving Donation Agreement and Acquisition of Outlot A, Northfork Alpine Addition (as presented); subject to City Attorney review.

Outcome/Action:

Motion to adopt Resolution #21-130 Approving Donation Agreement and Acquisition of Outlot A, Northfork Alpine Addition; subject to City Attorney review.

Attachments

Site Location Map

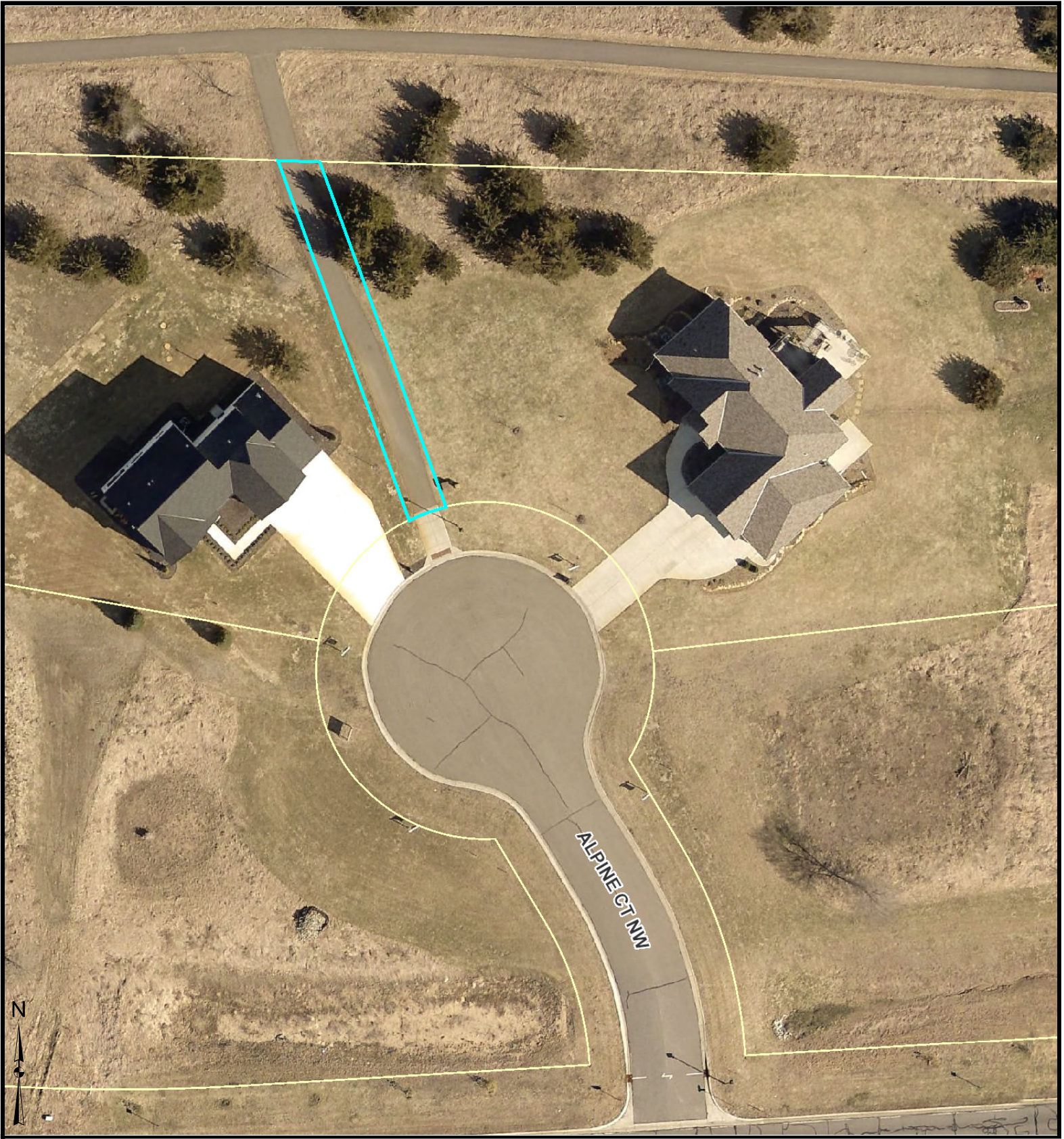
ACTION - Resolution #21-130

ACTION - Donation Agreement

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	05/06/2021 09:06 AM
Kurt Ulrich	Kurt Ulrich	05/06/2021 11:52 AM
Form Started By: Sean Sullivan		Started On: 05/04/2021 09:25 AM
Final Approval Date: 05/06/2021		

Outlot A, Northfork Alpine Addition



Parcel Information:

19-32-25-42-0005

RAMSEY
MN 55303

Plat: NORTHFORK ALPINE ADDITION

Approx. Acres: 0.04

Commissioner: MATT LOOK

Owner Information:

DOUBLET LLC
10081 DOGWOOD ST NW
COON RAPIDS
MN
55448



Sean Sullivan

1:600

Date: 5/4/2021

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 #21-130

RESOLUTION APPROVING DONATION AGREEMENT AND ACQUISITION OF OUTLOT A, NORTHFORK ALPINE ADDITION

WHEREAS, DoubleT, L.L.C. (the “Donor”) proposes to donate Outlot A, Northfork Alpine Addition (the “Property”) to the City of Ramsey (the “City”); and

WHEREAS, the Donor has asked the City to pay for the costs relating to closing including, but not limited to, title commitment; and

WHEREAS, a Donation Agreement has been drafted by the City Attorney which serves as a purchase agreement and clarifies the costs responsible by each party and the requirements of closing.

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

- 1) That the City Council authorizes the Mayor and City Administrator to execute the attached Donation Agreement and to execute all documents required to complete the transfer of the Property to the City.
- 2) The City Council formally accepts the donation of the Property.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of May, 2021.

Mayor

ATTEST:

City Clerk

DONATION AGREEMENT

This Donation Agreement is entered into by and between **DoubleT L.L.C.**, a Minnesota limited liability company (Donor), and the **City of Ramsey**, a Minnesota municipal corporation.

Recitals

- A. Donor owns the Property legally described as:
- Outlot A, Northfork Alpine Addition, County of Anoka, State of Minnesota.
PID 19-32-25-42-0005
Torrens Property
- B. Donor seeks to donate the Property to the City, and the City desires to accept said donation, pursuant to the terms and conditions set forth in this Agreement.

Agreement

1. **Donation.** Donor hereby donates the Property to the City subject to the terms of this Agreement.
2. **Property Value.** The parties agree that the market value of the Property is \$100.00.
3. **Contingencies.** The City's acceptance of the donation of the Property is subject to the following:
 - a. City's receipt of a title commitment and acceptance of the condition of title, as provided for below.
 - b. Approval of the donation by the City Council.
4. **Title Commitment.** Within 30 days after the date of the latest signature below, the City shall obtain a Title Commitment from a title company of the City's choosing. The City shall have seven days after receipt of the Title Commitment to review title and to give Donor written notice of (i) any defects in the marketability of Donor title to the Property or any encumbrances on Donor's title to the Property that are objectionable to City, and (ii) the specific actions City requests that Donor take with respect to each such defect or encumbrance (a "**Title Objection Notice**"). Any defects in or encumbrances on Donor's title that City does not identify in a timely Title Objection Notice are each a "**Permitted Exception.**" Within three business days after Donor's receipt of a Title Objection Notice from City, Donor will notify City, in writing, of the actions, if any, that Donor is willing to take with respect to each of the matters identified in the Title Objection Notice

and the time frame in which Donor will take those actions (“**Donor’s Title Notice**”). If Donor’s Title Notice indicates that Donor unconditionally agrees to make Donor’s title to the Property marketable on or before the closing date, the parties shall proceed to closing pursuant to the terms of this Agreement. If Donor’s Title Notice indicates that Donor does not unconditionally agree to make Donor’s Title to the Property marketable on or before the closing date, City may, at any time with three business days after City’s receipt of Donor’s Title Notice, terminate this Agreement by written notice to Donor in which case this Agreement is terminated (“**City’s Title Termination Notice**”). If City does not deliver a City’s Title Termination Notice to Donor within the three business days after City’s receipt of Donor’s Title Notice, then Donor must perform in accordance with Donor’s Title Notice, City shall be deemed to have waived City’s objections to the extent Donor has not agreed to address them in Donor’s Title Notice, the matters to which City objected and Donor did not agree to resolve are deemed Permitted Exceptions, and the parties shall proceed to Closing in accordance with the terms of this Agreement and the terms of Donor’s Title Notice.

5. **Right of Entry.** Upon execution of this Agreement, the City, its employees and agents may enter the Property for the purpose of inspecting the property, including conducting soil tests, environmental tests and survey work subject to the following conditions:
 - a. The City must repair and or restore any damage it caused to the Property and remove any personal property, refuse or debris the City brought onto the Property.
 - b. The City must comply with and shall cause it employees, agents, and contractors to comply with all applicable laws, while on the Property.
6. **Inspection Period.** The City shall have 60 days from the latest date of execution of this Agreement to investigate the Property and determine in its sole judgment whether the Property is suitable for the City’s intended use. The City may, at any time before 5:00 p.m. on the last day of the inspection period, terminate this Agreement and decline the donation by written notice to Donor.
7. **Donor Representations.**
 - a. Donor has no actual knowledge, or reason to believe, that the Property contains Hazardous Substances. The term “Hazardous Substance” means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

- b. Donor has no actual knowledge of, or reason to believe, present or past conditions on the Property constitute a violation of Environmental Law, which means the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.
 - c. There were no labor or materials furnished to the Property for which payment has not been made.
 - d. There are no unrecorded contracts, leases, easements or other agreements or interests relating to the Property.
 - e. There are no persons in possession of the Property.
 - f. There are no liens of any kind against Donor that affect the Property.
 - g. There were no bankruptcy or dissolution proceedings involving Donor during the time period in which Donor had any interest in the Property.
8. **Notices.** Notices permitted or required by this Agreement must be in writing and shall be deemed given when delivered in legible form to the party to whom addressed. Notices may be sent by certified mail, overnight mail delivery (such as UPS or FedEx) or e-mail. Notices are effective two business days after they are mailed via certified mail, return receipt requested or, if delivered in any other manner, when the party to whom the notice is directed actually receives the notice. If delivered at the Closing, a notice shall be deemed given when hand-delivered to the party's representative at the Closing. The business addresses of the parties are as follows:

Donor: Michael E. Thompson
DoubleT L.L.C.
15261 Alpine Court NW
Ramsey, MN 55303
Mikethompson1172@gmail.com

City: City Administrator
City of Ramsey
7550 Sunwood Drive N.W.
Ramsey, MN 55303
kulrich@ci.ramsey.mn.us

9. **Closing.** This transaction shall close on or before July 31, 2021, or the expiration or waiver of the Inspection Period or on such earlier date as Donor and City may establish by mutual, written agreement. The Closing shall take place at a location the parties mutually agree to prior to such date.
- a. Donor's Obligations at Closing. At Closing, Donor must deliver to the City the following:
 - i. A warranty deed, duly executed and acknowledged on behalf of the Donor conveying title to the Property.
 - ii. Seller's Affidavit, well disclosure certificate (if required) and any other documents necessary to effectuate the closing.
 - b. City's Obligations at Closing. At Closing, the City must:
 - i. Provide funds to cover those costs for which the City is responsible under this Agreement, if not already paid.
 - ii. File an e-CRV as necessary.
 - c. Closing costs.
 - i. At Closing, the following Donor closing costs and expenses must be paid by the Donor:
 - 1. Donor's portion of the property taxes prorated to the date of Closing.
 - 2. Donor's own attorney's fees.
 - ii. At Closing, the City must pay the following costs and expenses:
 - 1. City's portion of the property taxes prorated to the date of Closing.
 - 2. City's own attorney's fees.
 - 3. Closing fees, if any.
 - 4. Documentary and recording fees for the deed.
 - 5. State deed tax.
 - 6. Cost of title commitment and owner's title insurance policy.
 - d. Possession. Donor must deliver possession of the Property at Closing.
10. **Entire Agreement.** This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties

regarding the Property. No modification of the terms of this Agreement are effective unless in writing and executed by the parties.

11. **Remedy.** In the event that, following execution of this Agreement, Donor decides not to donate the Property to the City, Donor shall pay the costs incurred by the City for the title commitment.
12. **Construction.** The Parties acknowledge that this Agreement was initially prepared by the City solely as a convenience and that all parties and their counsel hereto have read and full negotiated all the language used in this Agreement. Consequently, no rule of construction shall apply to this Agreement to construe ambiguous or unclear language in favor of or against any party.

[Remainder of page left blank intentionally.]

DoubleT L.L.C.

By: _____
Michael E. Thompson

Dated: _____, 2021

Its: Chief Manager

City of Ramsey

By: _____
Mark E. Kuzma, Mayor

Dated: _____, 2021

By: _____
Kurtis G. Ulrich
City Administrator

Dated: _____, 2021

Meeting Date: 05/11/2021

By: Chloe McGuire Brigl, Community
Development

Information

Title

Adopt Resolution #21-132 Authorizing Abatement of 6225 Rivlyn Ave and #21-133 for 6237 Rivlyn Ave NW

Purpose/Background:

The purpose of this case is for the City Council to authorize future abatement of two properties along Rivlyn Ave NW consistent with the City's Code Enforcement processes. The two properties, 6225 and 6237 are owned by the same property owners. 6225 Rivlyn Ave NW has code enforcement cases dating back a decade for outdoor storage, nuisance, and off-street parking violations (attached), with a most recent case in 2020 for public nuisances.

Notification:

N/A

Observations/Alternatives:

Actions on 6225 Rivlyn Ave NW:

1. First notice - July 7, 2020
2. Second notice - September 29, 2020
3. Inspection via search warrant - February 8, 2021*
4. Third notice - April 20, 2021
5. Planned re-inspection on May 12, 2021

*A search warrant was required because the homeowner refused to allow the City to take photos of the property. Staff received an administrative search warrant to take photos of the property in order to properly document items onsite and follow up accordingly.

Staff is asking for approval of an abatement after May 12, 2021 if the property is not in compliance at time of re-inspection or shortly after. The property owner has stated they are moving, so staff is understanding that there may be some additional items outside. However, the property owner purchased the next door property, and there are already code enforcement violations on the subject property at 6237 Rivlyn Ave NW. It appears that some of the nuisance items on 6225 Rivlyn Ave may be moving to 6237 Rivlyn Ave NW. Because of that, and to prepare in case the issue moves from one property to another, Staff is requesting authorization to abate 6237 Rivlyn Ave NW after the standard code enforcement process (which includes 4 weeks of time to come into compliance).

Staff is hopeful that the properties will come into compliance without abatement, as the property owners have stated they are willing to work with us and have made progress onsite. However, due to the history on the property, complaints received on the properties, and past unwillingness to allow staff onsite or to take photos onsite, Staff is requesting abatement at this time.

Proposed process for 6225 Rivlyn Ave NW

- Planned re-inspection on May 12, 2021
- Abatement (if needed) scheduled for week of May 26, 2021
 - 11 months after first notice of this cycle

Proposed process for 6237 Rivlyn Ave NW

- Planned re-inspection on May 15, 2021

- Second notice of violation with \$75 citation (if needed) on May 17, 2021
 - Sent first business day after reinspection
 - Allows 2 more weeks to fix issue
- Abatement (if needed) scheduled for week of May 31, 2021
 - Two weeks after notice was sent

Funding Source:

Staff handles all code enforcement as part of regular duties.

Recommendation:

Staff recommends adopting Resolution #21-132 and #21-133.

Action:

Motion to adopt Resolution #21-132 and #21-133 authorizing abatements at 6225 and 6237 Rivlyn Ave NW.

Attachments

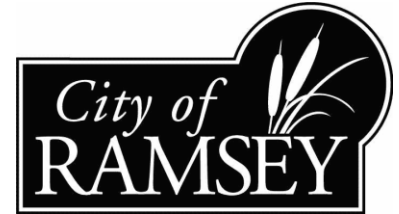
- [First Notice - 6237 Rivlyn](#)
- [ACTION Resolution #21-133](#)
- [History of 6225 Rivlyn Ave](#)
- [Historical Aerials - 6225](#)
- [First Notice \(2020\) - 6225](#)
- [Second Notice \(2020\) - 6225](#)
- [Third Notice \(2021\) - 6225](#)
- [ACTION Resolution #21-132](#)

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	05/06/2021 09:04 AM
Tim Gladhill	Tim Gladhill	05/06/2021 12:30 PM
Kurt Ulrich	Kurt Ulrich	05/06/2021 02:06 PM
Form Started By: Chloe McGuire Brigl		Started On: 05/04/2021 11:49 AM
Final Approval Date: 05/06/2021		

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit



April 18, 2021

Brian Aho
Or Current Owner
6237 Rivlyn Ave NW
Ramsey, MN 55303

-FIRST NOTICE OF VIOLATION -

RE: Violations on Anoka County PID # 35-32-25-32-0026 (6237 Rivlyn Ave NW)

Dear Property Owner:

The City of Ramsey has adopted ordinances that are designed to keep the community safe, healthy and attractive. City Staff received a complaint of commercial activity on the above premises. An inspection revealed the following violations of the Ramsey City Code as listed below:

- Chapter 30-3. – Property conditions constituting a public nuisance.
 - (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.
 - (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.
- City Code Section 117-355 – Residential development off-street parking sections
 - (b) (1 through 6) Number of items, locations, and surfacing.

You have 14 days from the date of this letter to address the following (or you will receive an administrative citation of \$75):

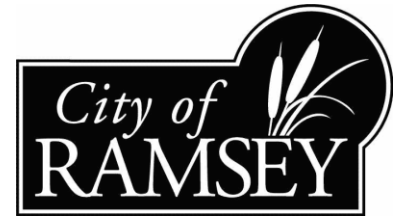
- Chapter 30-3. – Property conditions constituting a public nuisance.
 - Properly store all public nuisance items, or remove them from the property.
- Chapter 117-355 – Residential development off-street parking
 - No vehicles may be parked on the grass
 - Please remove vehicle from side lawn onto approved surface.

Please contact me at (763) 433-9840 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.

Sincerely,

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit



Bria Raines

Bria Raines, Zoning Code Enforcement Officer
(763) 433-9840 | braines@cityoframsey.com
Community Development Department

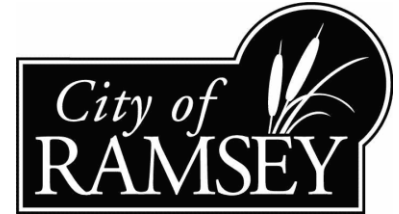
Exhibits 1-3: Evidence of off-street parking and public nuisance



City of Ramsey ♦ 7550 Sunwood Dr NW ♦ Ramsey, MN 55303
City Hall (763) 427-1410 ♦ Police Administration (763) 427-6812

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit



PLEASE CONTACT THE PLANNING DIVISION 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.

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

RESOLUTION #21-133

**A RESOLUTION AUTHORIZING ABATEMENT AND
CODE ENFORCEMENT PROCESS FOR 6225 RIVLYN AVE NW**

RECITALS

1. The property owners John and Jessica Kidd (the “Property Owner”) has an open code enforcement case on the property generally known as 6237 Rivlyn Avenue NW and legally described as follows:

AUDITORS SUB NO 96 LOT 26, AUD SUB 96-TH PT OF LOT 26 DES AS FOL-
COM AT A PT WHERETHE ELY LINE OF POPLAR DRIVE INTERSECTS WITH
THE NLY LINE OF RIVLYN ROAD-TH ELY ALONG THE NORTHERN LINE OF
RIVLYN ROAD A DISTOF 100 FT-TH NLY & PARA TO THE ELY LINE OF
POPLAR DRIVE A DIST OF 110 FT-TH WLY A DIST OF 100 FT MORE OR LESS
TO A PT ON THE ELY LINE OF POPLAR DRIVE WHICH PT IS 110 FT NLY FROM
PLACE OF COM-TH SLY 110 FT MORE OR LESS TO PT OF COM-SD ROADS
BEING AC- CORDING TO PLAT OF DICKENSONS MISS ESTATE, Anoka County,
MN (the “Subject Property”); and

2. The Subject Property is zoned R-1 MUSA and is approximately 0.25 acres in size; and
3. The City has most recently opened a case on the Subject Property for violations related to off-street parking (recreational items and vehicles parked on grass), and public nuisance items (pile of items outside garage); and
4. The Nuisance Regulations in the City Code (Chapter 30) prohibit the outdoor storage of junk, debris, items that are not being put to their intended use, construction debris, and other stockpiles of materials; and
5. City Code Section 117-355 prohibits more than 6 items on the Subject Property, prohibits vehicles stored on the grass, and outlines allowable parking on the Subject Property; and
6. Actions to date include:
 - a. April 16, 2021 – First inspection from road and first notice of violation sent via US Mail
 - b. May 3, 2021 – Spoke to owner, John Kidd, who requested 2 week extension as no one is living on the property.
 - c. May 4, 2021 – Received voicemail that owner is repairing roof and needs more time to clean up as materials will be onsite. Extension granted.
 - i. Reinspection scheduled for May 14, 2021 with owner, John Kidd.
7. The City Council authorized the abatement of the property following the proposed processed outlined below.

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

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

1. The City of Ramsey shall utilize Northstar Towing and Reshetar Systems Inc. for abatement services per City policy.
2. The City of Ramsey shall inspect on May 14, 2021 as planned with the property owner.
3. If there are outstanding items on May 17, 2021, Staff will send an abatement notice with a \$75 citation indicating planned abatement for the week of May 31, 2021.
4. That the week of May 31, 2021, the City of Ramsey will work with the abatement contractors listed above to vehicles in violation of off-street parking regulations and other nuisance items stored outside that are not being put to their intended use.
5. That Staff is authorized to seek any necessary permits or warrants the City Attorney deems necessary for the abatement.
6. That future violations within twelve (12) months of the same type will result in financial penalties and quicker escalation of violation notices, including immediate \$250 citation with first notice of violation and abatement notice 2 weeks after first notice of violation.
7. That the City Council reserves the right to escalate future violations directly to District Court for Temporary Restraining Order.
8. That Staff will process the abatement and all associated costs in alignment with City Code.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of May, 2021.

CITY OF RAMSEY:

By: _____
City Clerk

By: _____
Mayor

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, 2021, before me a Notary Public personally appeared Mayor Mark E. Kuzma and Colleen Lasher, to me personally known, who, being each by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said Municipal corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council, and said Mark E. Kuzma Colleen Lasher acknowledge said instrument to be the free act and deed of said Municipal Corporation.

Notary Public

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

City of Ramsey Code Enforcement Search

<u>Request #</u>	<u>Violation Location</u>	<u>Violation Description</u>	<u>Violation Date</u>	<u>Referred To</u>	<u>Invoice Nbr</u>	<u>Notice Nbr</u>	<u>Past Due Nbr</u>	<u>Closed Date</u>
20-002818	6225 Rivlyn Ave NW	A Public Nuisance: Waste, Refuse, Garbage, Construction Materials	07/02/2020	Brian McCann				
18-002515	6225 Rivlyn Ave NW	A Property Maintenance Code: Exterior Property Areas	10/08/2018	Eric Maass				08/06/2019
		A Property Maintenance Code: Exterior Structures	10/08/2018	Eric Maass				08/06/2019
		A Public Nuisance: Off Street Pkg Violations of 117-355	10/08/2018	Eric Maass				11/15/2018
17-002303	6225 Rivlyn Ave NW	A Public Nuisance: Off Street Pkg Violations of 117-355	08/16/2017	Aaron Pipenhagen				12/07/2017
		A Public Nuisance: Outdoor Storage of Abandoned or Inoperable Vehicles	08/16/2017	Aaron Pipenhagen				12/07/2017
		A Public Nuisance: Waste, Refuse, Garbage, Construction Materials	08/16/2017	Aaron Pipenhagen				12/07/2017
11-000992	6225 Rivlyn Ave NW	A Public Nuisance: Off Street Pkg Violations of 117-355	08/16/2011	Josh Mills				09/09/2011
		A Public Nuisance: Outdoor Storage of Abandoned or Inoperable Vehicles	08/16/2011	Josh Mills				09/09/2011
		A Public Nuisance: Outdoor Storage of Motor Vehicle Parts or Unusable Machinery	08/16/2011	Josh Mills				09/09/2011
		A Public Nuisance: Waste, Refuse, Garbage, Construction Materials	08/16/2011	Josh Mills				09/09/2011
08-000254	6225 Rivlyn Ave NW	Public Nuisance: Off Street Pkg, Violations of 9.11.0	04/01/2009	Carey Schiferli				05/12/2009
		Public Nuisance: Waste, Refuse, Garbage, Construction Materials	04/01/2009	Carey Schiferli				05/12/2009
		Residential: Foundations, Exterior Walls, Roofs	11/21/2008	Carey Schiferli				06/01/2009
		Zoning Residential: Accessory Buildings	11/21/2008	Carey Schiferli				05/12/2009

City of Ramsey Code Enforcement Search

<u>Request #</u>	<u>Violation Location</u>	<u>Violation Description</u>	<u>Violation Date</u>	<u>Referred To</u>	<u>Invoice Nbr</u>	<u>Notice Nbr</u>	<u>Past Due Nbr</u>	<u>Closed Date</u>
08-000254	6225 Rivlyn Ave NW	Public Nuisance: Outdoor Storage of Abandoned or Inoperable Vehicles	10/24/2008	Andy Schreder				11/21/2008
		Public Nuisance: Waste, Refuse, Garbage, Construction Materials	10/24/2008	Andy Schreder				11/21/2008
08-000048	6225 Rivlyn Ave NW	Public Nuisance: Off Street Pkg, Violations of 9.11.0	05/14/2008	Carey Schiferli				05/28/2008
		Public Nuisance: Outdoor Storage of Abandoned or Inoperable Vehicles	05/14/2008	Carey Schiferli				05/28/2008
		Zoning Residential: Home Occupation	05/14/2008	Carey Schiferli				05/28/2008

Total Code Enforcement Violation Records: 20

Total Code Enforcement Requests: 6

2020 Aerial (via Anoka County website)



2017 aerial



2014 aerial



2011 aerial

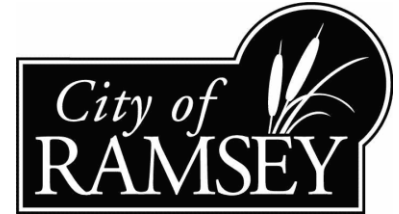


2008 aerial



STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit



July 7th, 2020

Jessica Kiel
Or Current Owner
6225 Rivlyn Ave NW
Ramsey, MN 55303

- **First Notice of Violation** -

RE: Public Nuisance Violation on Anoka County PID # 35-32-25-32-0024

Dear Property Owner,

The City of Ramsey has adopted certain ordinances that are designed to help keep the community safe, healthy, and attractive. City Staff recently inspected your property as it relates an accumulation of junk items on your property.

You have fourteen (14) days from the date of this letter to:

- **Clean up the public nuisance items from the property; and**
- **Schedule an inspection of the property with City Staff by July 21st, 2020. There appear to be multiple violations on site and City Staff would like to work with you for corrections.**

If an inspection is not scheduled by July 21st, 2020, you will receive a Second Notice of Violation and an administrative citation in the amount of \$75.00.

Please contact the Community Development Department at (763) 433-9824 should you have any questions on the information outlined above.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian McCann". The signature is fluid and cursive.

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

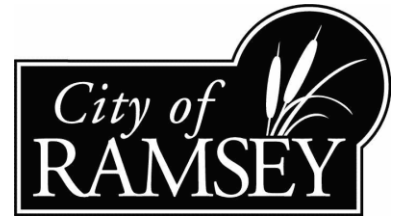
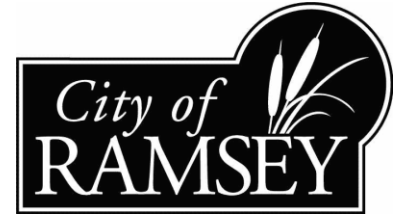


Exhibit 1: Aerial Imagery of Property



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:

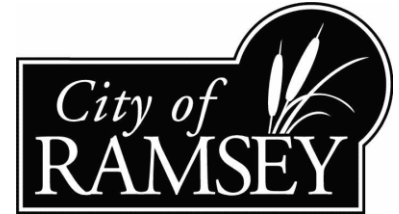
Jeff Katers, Chief of Police
Ramsey Police Department
7550 Sunwood Drive NW
Ramsey, MN 55303

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.

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit



September 29th, 2020

Jessica Kiel
or Current Owner
6225 Rivlyn Ave NW
Ramsey MN 55303

-2nd NOTICE OF VIOLATION -

RE: Violations on Anoka County PID #35-32-25-32-0024 (6225 Rivlyn Ave 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:

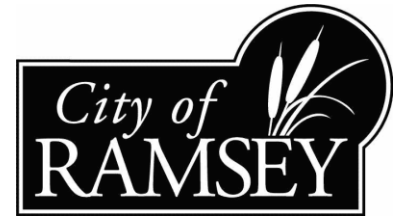
- **Chapter 30-3: Property conditions constituting a public nuisance**
 - “The storage or accumulation of waste, refuse, or garbage that is not contained in a closed container designed or reasonably adapted for such purpose, except for 30 days preceding pick-up by a hauler. This includes any accumulation 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.”
- **Section 117-111: Permitted uses of the R-1: MUSA Zoning District**
 - You mentioned on our most recent inspection that the building will be utilized as a triplex in the future.
 - This is not allowed per the zoning classification of your property.

Since these violations have been ongoing since July, you are receiving an administrative citation of \$75. You have 14 days from the date of this letter to address the following (or you will receive an administrative citation of \$250):

- Chapter 30-3
 - Stockpiles of various equipment, materials, etc.
 - **Please remove or properly store items creating a public nuisance.**
 - **I will reinspect on October 7th at 2:00 PM as agreed upon at my visit on September 23rd, 2020.**
- Section 117-111
 - Do not utilize the single-family home as a duplex, triplex, etc. It must remain a single-family home.

**STATE OF MINNESOTA
COUNTY OF ANOKA**

CITY OF RAMSEY
Code Enforcement Unit



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.

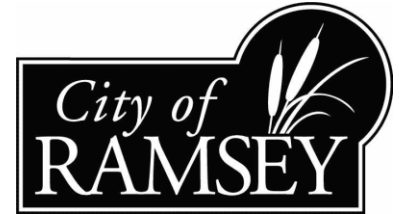
Sincerely,

A handwritten signature in black ink, appearing to read "Brian McCann", is positioned below the word "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



April 20th, 2021

John and Jessica Kidd
or Current Owner
6225 Rivlyn Ave NW
Ramsey MN 55303

-THIRD NOTICE OF VIOLATION -

RE: Violations on Anoka County PID #35-32-25-32-0024 (6225 Rivlyn Ave NW)

Dear Property Owner:

The City of Ramsey has adopted ordinances that are designed to keep the community safe, healthy and attractive. The City conducted an inspection of the premises with a court-issued search warrant on February 8th, 2021, which revealed the following violations of the Ramsey City Code as listed below:

- Chapter 30-3: Property conditions constituting a public nuisance
 - (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.”
- City Code Section 117-355. – Residential development off-street parking.
 - All vehicles (used for private transportation or recreational use) must be parked on pavement, concrete, or Class V material if parked in the side or rear yard.

You have 14 days from the date of this letter to address the following (or you will receive an administrative citation of \$250 and the City will move towards abating the property):

- Chapter 30-3: Property conditions constituting a public nuisance
 - **Please remove or properly store items creating a public nuisance**
- City Code Section 117-355. – Residential development off-street parking.
 - **Move the vehicles noted in the photos below to a proper parking surface.**

Please contact me at (763) 433-9860 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.

Sincerely,

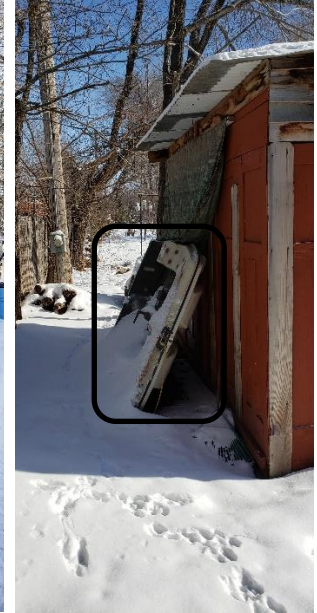
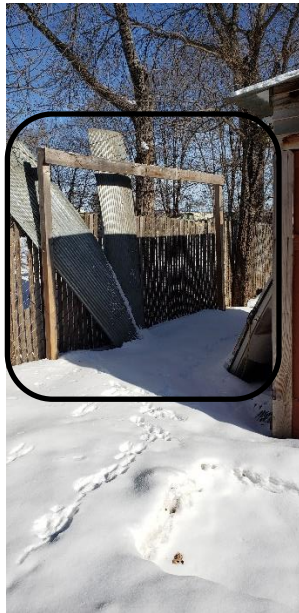
Brian McCann, Planning Technician
(763) 433-9860 | bmccann@cityoframsey.com
Community Development Department

Exhibits 1-10: Photos from February 8th, 2021 search

1-3. Vehicles in violation of off-street parking requirements

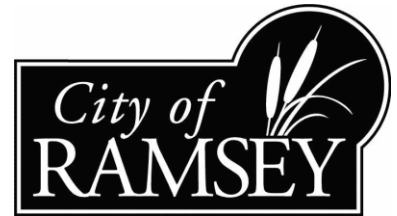


4-10. Items constituting a public nuisance



**STATE OF MINNESOTA
COUNTY OF ANOKA**

**CITY OF RAMSEY
*Code Enforcement Unit***



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

RESOLUTION #21-132

**A RESOLUTION AUTHORIZING ABATEMENT AND
CODE ENFORCEMENT PROCESS FOR 6225 RIVLYN AVE NW**

RECITALS

1. The property owner Jessica Kidd (listed as Jessica Kiel at County) (the “Property Owner”) has an open code enforcement case on the property generally known as 6225 Rivlyn Avenue NW and legally described as follows:

AUD SUB NO 96 THAT PART OF LOT 26 AUD SUB NO 96 ANOKA CNTY, MN
DESC AS COMM AT THE POINT OF INTERSECTION OF THE NLY LINE OF
RIVLYN AVE AS LAID OUT IN THE PLAT OF DICKENSONS, Anoka County, MN
(the “Subject Property”); and

2. The Subject Property is zoned R-1 MUSA and is approximately 0.31 acres in size; and
3. There are documented code enforcement cases dating back to 2008, 2009, 2011, 2017, 2018, and 2019 on the Subject Property for outdoor storage, off-street parking violations, and nuisance issues; and
4. The City has most recently opened a case on the Subject Property for violations related to off-street parking and public nuisance items; and
5. Most recently, the City sent a formal first notice of violation on July 7, 2020, a second notice of violation on September 29, 2020, and a third notice of violation on April 20, 2021; and
6. The Nuisance Regulations in the City Code (Chapter 30) prohibit the outdoor storage of junk, debris, items that are not being put to their intended use, construction debris, and other stockpiles of materials; and
7. City Code Section 117-355 prohibits more than 6 items on the Subject Property, prohibits vehicles stored on the grass, and outlines allowable parking on the Subject Property; and
8. Actions to date include:
 - a. July 7, 2020 - The City sent first formal notice via US Mail
 - b. August 4, 2020 – The City spoke to the property owner who said they were making progress and inspection scheduled for August 12, 2020.
 - c. August 19, 2020 - Inspection was attempted for property. Owner and husband were present, but did not allow Staff to take photos of the property. There were many public nuisance issues behind the fence. Requested a reinspection one week from today.
 - d. September 23, 2020 – Inspection of the property, slight progress was made, but photos were not allowed to document progress. Owner stated home is a triplex. Staff

scheduled a reinspection for October 7, 2020. An administrative search warrant sought after to inspect and document all violations on the property.

- e. September 29, 2020 - The City sent second formal notice via US Mail and included citation per City process.
 - f. October 13, 2020 – Inspection of the property. Property had made progress, but still outstanding items onsite.
 - g. November 20, 2020 – Email correspondence to John Kidd, who has identified himself as homeowner’s husband, laying out steps to compliance.
 - h. November 24, 2020 - Call to verify Mr. Kidd received email laying out steps to compliance.
 - i. February 8, 2021- The City completed an inspection of the property with an administrative search warrant in order to take photos of the property and do a full inspection of rear yard area.
 - j. April 20, 2021 - The City sent third formal notice via US Mail with citation per City process.
9. The City Council authorized the abatement of the property following the proposed processed outlined below.

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

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

1. The City of Ramsey shall utilize Northstar Towing and Reshetar Systems Inc. for abatement services per City policy.
2. The City of Ramsey shall inspect on May 12, 2021 as planned with the property owner.
3. If there are outstanding items on May 12, 2021, Staff will send an abatement notice with a \$250 citation indicating planned abatement for the week of May 26, 2021.
4. That the week of May 26, 2021, the City of Ramsey will work with the abatement contractors listed above to remove pieces of machinery, salvage parts, vehicles in violation of off-street parking regulations and other nuisance items stored outside that are not being put to their intended use.
5. That Staff is authorized to seek any necessary permits or warrants the City Attorney deems necessary for the abatement.
6. That future violations within twelve (12) months of the same type will result in financial penalties and quicker escalation of violation notices, including immediate \$250 citation with first notice of violation and abatement notice 2 weeks after first notice of violation.
7. That the City Council reserves the right to escalate future violations directly to District Court for Temporary Restraining Order.

8. That Staff will process the abatement and all associated costs in alignment with City Code.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of May, 2021.

CITY OF RAMSEY:

By: _____
City Clerk

By: _____
Mayor

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, 2021, before me a Notary Public personally appeared Mayor Mark E. Kuzma and Colleen Lasher, to me personally known, who, being each by me duly sworn, did say that they are respectively the Mayor and City Clerk of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said Municipal corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council, and said Mark E. Kuzma Colleen Lasher acknowledge said instrument to be the free act and deed of said Municipal Corporation.

Notary Public

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

Meeting Date: 05/11/2021

By: Colleen Lasher, Administrative
Services

Information

Title

Adopt Resolution #21-114 to Fill the Vacant Part-time Community Service Officer Position

Purpose/Background:

The purpose of this case is to request the City Council to fill the vacant part-time Community Service Officer position.

Background

This position is needed to support basic daily duties in the Police Department. Specifically, the position supports the city's professional police officers as a dedicated cost-effective position that handles the more routine policing and community tasks. For example, Community Service Officers are responsible for handling animal control duties, some code enforcement activities, support services to patrol officers, administrative errands, vehicle maintenance and repairs, receiving and investigating ordinance complaints and documenting findings, as well as assisting with crime prevention issues.

Position Responsibilities:

1. Perform animal control duties
2. Perform code enforcement activities
3. Provide support services to patrol officers as needed
4. Perform administrative errands as needed
5. Assist with vehicle maintenance and repairs
6. Receive and investigate ordinance complaints and document findings
7. Assist with crime prevention issues
8. Perform other duties as assigned by the Supervisor

Recruitment Process

The City conducted an internal and external recruitment process. Mr. Ryan Duran was part of that recruitment. Staff reached out to Mr. Duran and advanced him in this hiring process. Mr. Duran successfully passed the City's background investigations and pre-employment testing. Mr. Duran will be subject to a 6-month probationary period, the City's Personnel Policy and AFSCME union contract.

Funding Source:

The funding required for this position is estimated at \$19,470 (25 hours per week) and is well within the 2021 budget, representing a savings when compared to the original amount budgeted for 2021.

Recommendation:

Staff recommends adopting the attached resolution.

Action:

Motion to adopt resolution #21-114 hiring Mr. Ryan Duran as a part-time Community Service Officer working an average of 25 hours per week, effective on or near May 26, 2021 at \$21.10 per hour, which is step 1 of the 2021 wage scale.

Attachments

Resolution 21-114

Form Review

Inbox

Kurt Ulrich

Form Started By: Colleen Lasher

Final Approval Date: 05/06/2021

Reviewed By

Kurt Ulrich

Date

05/06/2021 10:28 AM

Started On: 04/19/2021 12:35 PM

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #21-114

RESOLUTION TO FILL A VACANT PART-TIME COMMUNITY SERVICE OFFICER POSITION

WHEREAS, there is a part-time Community Service Officer vacancy; and

WHEREAS, an internal and external recruitment process was conducted; and

WHEREAS, Mr. Ryan Duran has been selected as the top candidate for the position; and

WHEREAS, staff has completed the necessary background checks and recommends that Mr. Ryan Duran be hired as a part-time Community Service Officer, effective on or near May 26, 2021 at \$21.10 per hour; and

WHEREAS, Mr. Ryan Duran will be subject to a 6-month probationary period, the City's Personnel Policy and AFSCME union contract.

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

- 1) Motion to adopt resolution #21-114 hiring Mr. Ryan Duran as a part-time Community Service Officer, effective on or near May 26, 2021 at \$21.10 per hour, which is step 1 of the 2021 wage scale.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of May 2021.

Mayor

ATTEST:

City Clerk

Meeting Date: 05/11/2021

By: Colleen Lasher, Administrative
Services

Information

Title

Adopt Resolution #21-135 to Fill the Vacant Part-time Recreation Specialist Position

Purpose/Background:

The purpose of this case is for the City Council to consider filling the vacant part-time Recreation Specialist position.

Background

This position works under the general guidance and direction of the Parks & Assistant Public Works Superintendent, this position facilitates the development and ongoing administration of diverse annual recreational programs serving all ages and demographics. This position develops programs, organizes content, and engages public and private providers, as well as creates and maintains methods for evaluating offerings for consideration in future programming.

Position Responsibilities:

1. Perform all aspects of the development, marketing, implementation, and evaluation of municipal recreational programs and related events
2. Evaluate related contracts for accuracy, completeness, and fair pricing; review and prepare invoices for approval by the Parks & Assistant Public Works Superintendent
3. Create online event registrations and generate social media promotional posts for said activities
4. Use, prepare and maintain detailed notes and outlines on work performed and programs developed
5. Coordinate, purchase, organize, gather, and deliver supplies, documents and schedules for programs and recreational events
6. Provide staff support including data entry, phone calls, program registration, reports, records management in a timely manner
7. Fill in as needed at programs and recreational events. Assist with supervision, periodic check in and leadership of programs, seasonal staff and recreational events
8. Develop, plan, oversee and attend all ten (10) of the Thursday Evening Summer Concert Series events, which includes contract administration
9. Attend and occasionally provide presentations at the once-per-month Parks and Recreation Commission meetings (2nd Thursday of each month)
10. Serve as back-up to the Public Works Administrative Assistant with park facility rentals, bike, bike locker and kayak rentals, and general Park & Recreation / Public Works walk-in questions

Recruitment Process

In order to fill the position, a recruitment process was conducted. Staff interviewed many candidates, including Ms. Kayleigh Sonterre, who was selected to advance in the recruitment process. Ms. Sonterre completed the necessary pre-employment background checks and staff recommends Ms. Sonterre for the part-time regular position of Recreational Specialist. Ms. Sonterre will be subject to a 6-month probationary period, the City's Personnel Policy and AFSCME union contract.

Notification:

Funding Source:

The funding required for this position is estimated at \$16,947 (20 hours per week) and is well within the 2021 budget, representing a savings when compared to the original amount budgeted for 2021.

Recommendation:

Staff recommends adopting the attached resolution.

Action:

Motion to adopt resolution #21-135 to hire Ms. Kayleigh Sontee as a part-time Recreation Specialist, effective on or near June 1, 2021, at \$22.58 per hour, which is step 1 of the 2021 wage scale.

Attachments

Resolution 21-135

Form Review

Inbox

Kurt Ulrich

Form Started By: Colleen Lasher

Final Approval Date: 05/06/2021

Reviewed By

Kurt Ulrich

Date

05/06/2021 11:59 AM

Started On: 05/05/2021 04:50 PM

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #21-135

RESOLUTION TO FILL THE VACANT PART-TIME RECREATION SPECIALIST POSITION

WHEREAS, there is a part-time Recreation Specialist vacancy; and

WHEREAS, an internal and external recruitment process was conducted; and

WHEREAS, Ms. Kayleigh Sonterre has been selected as the top candidate for the position; and

WHEREAS, staff has completed the necessary background checks and recommends that Ms. Kayleigh Sonterre be hired as a part-time Recreation Specialist, effective on or near, June 1, 2021 at \$22.58 per hour; and

WHEREAS, Ms. Kayleigh Sonterre will be will be subject to a 6-month probationary period, the City's Personnel Policy and AFSCME union contract; and

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

- 1) Motion to adopt resolution #21-135 hiring Ms. Kayleigh Sonterre as a part-time Recreation Specialist, effective on or near June 1, 2021 at \$22.58 per hour, which is step 1 of the 2021 wage scale.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of May 2021.

Mayor

ATTEST:

City Clerk

Meeting Date: 05/11/2021

By: Colleen Lasher, Administrative Services

Information

Title:

Adopt Resolution #21-136 Hiring Seasonal Public Works Maintenance Workers

Purpose/Background:

The purpose of this case is to request the City Council to consider hiring Seasonal Public Works Maintenance Workers.

Background

Annually, the City employs Seasonal Public Works Maintenance Workers to perform work in the Parks, Streets, and Utilities Divisions of Public Works. At this time, staff selected seasonal candidates to work in the Public Works Department. Seasonal Public Works Maintenance workers provide general maintenance of streets, park grounds, trails, buildings, and related facilities and equipment through the spring, summer, and possibly fall months. This also includes mowing and trimming; pruning and planting trees or working on landscape projects; maintaining athletic fields; picking up trash; street maintenance; and utilities maintenance.

Recruitment Process

City staff conducted an external recruitment. Candidates new to the City participated in an oral interview. Returning candidates are not required to interview, but are required to complete the rest of the pre-employment testing as if they were a new employee. The candidates listed below have passed the City's pre-employment background testing.

Funding Source:

The funding required to fill these positions is included within the approved 2021 budget.

Recommendation:

Staff recommends adopting the attached resolution.

Outcome/Action:

Motion to adopt resolution #21-136 to hire the following employees on or near the dates listed below: Seasonal Maintenance Workers Corbin Rose, effective May 12, 2021 at \$13.00 per hour, John Hoekman, effective May 12, 2021 at \$13.00 per hour, Cathryn Weishair, effective May 17, 2021 at \$13.00 per hour, and Kelly Hannasch, effective June 1, 2021 at \$13.00 per hour.

Attachments

Resolution 21-136

Form Review

Inbox

Kurt Ulrich

Form Started By: Colleen Lasher

Final Approval Date: 05/06/2021

Reviewed By

Kurt Ulrich

Date

05/06/2021 02:23 PM

Started On: 05/06/2021 12:44 PM

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #21-136

RESOLUTION HIRING SEASONAL PUBLIC WORKS MAINTENANCE WORKERS

WHEREAS, annually the City employs Seasonal Public Maintenance Workers to perform work in the Parks, Streets, and Utilities Divisions of Public Works; and

WHEREAS, Staff has selected five qualified candidates; and

WHEREAS, all candidates have passed the pre-employment screenings; and

WHEREAS, Staff recommends hiring four 2021 Seasonal Public Workers Maintenance Workers.

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

- 1) Motion to adopt resolution #21-136 to hire the following employees on or near the dates listed below:

Seasonal Maintenance Workers Corbin Rose, effective May 12, 2021 at \$13.00 per hour, John Hoekman, effective May 12, 2021 at \$13.00 per hour, Cathryn Weishair, effective May 17, 2021 at \$13.00 per hour, and Kelly Hannasch, effective June 1, 2021 at \$13.00 per hour.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of May, 2021.

Mayor

ATTEST:

City Clerk

CC Regular Session

6. 1.

Meeting Date: 05/11/2021

By: Chloe McGuire Brigl, Community
Development

Information

Title:

PUBLIC HEARING: Adopt Ordinance 21-12 Vacating Right-of-Way and Easement for Bunker Lake Industrial Park Third Addition; Case of PSD LLC (Project #21-109)

Purpose/Background:

The purpose of this case is to review a request from PSD, LLC (the "Applicant") to vacate existing drainage and utility easements and right-of-way related to the Bunker Lake Industrial Park 3rd Addition Plat. This is a common step prior to recording final plat to clean up title work and survey documents.

Notification:

No notification is required for final plat or site plan approval. This case does not request any deviations from the City's Code that would require notice (e.g. variance); however, notice is required for the ordinance to vacate right-of-way and easements onsite. Public hearing was provided for the proposed right-of-way and easement vacation. Staff provided notice in the City's Official Newspaper, the Anoka County UnionHerald.

Observations/Alternatives:

Summary

The Applicant is requesting approval of Final Plat for Bunker Lake Industrial Park 3rd Addition and Site Plan approval for BLIP 4 (the 4th building in the development). BLIP has been a very successful industrial district in the City of Ramsey, which is generally south of Bunker Lake Boulevard and west of Ferret Street and Armstrong Boulevard. The industrial park is home to Adrenaline Sports, Team Packaging, Jump'n Gymnastics, Northwoods Machine, Diamond Graphics, and 401 Manufacturing, to name a few. The existing buildings are east of Jackal Street NW and south of 147th Lane NW. The new proposed building will be east of Jackal Street and north of 147th Lane NW. The City is excited to see the desire and need for industrial growth in Ramsey.

Vacations

This case includes requests for right-of-way (ROW) and drainage and utility (D/U) easement vacation. Those requests are handled by City Council only. These are standard requests associated with site plans and final plats, previous easements are vacated on the underlying parcel and are re-dedicated with the new plat. This helps maintain a clean title on the property and recordings against the property at the County. In this case, the cul-de-sac is being reconfigured slightly and all necessary rights-of-way and easements will be rededicated on the new plat.

Funding Source:

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

Recommendation:

The Planning Commission recommends approval of the project.

Action:

Motion to waive the charter requirement to read the ordinance aloud and adopt Ordinance 21-12 vacating right-of-way and drainage and utility easement onsite.

Roll Call Vote

Councilmember Howell
Councilmember Musgrove
Councilmember Heineman
Councilmember Woestehoff
Councilmember Specht
Councilmember Riley
Mayor Kuzma

Attachments

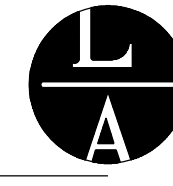
Site Plan

Final Plat

Ordinance #21-12

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	05/06/2021 09:13 AM
Tim Gladhill	Tim Gladhill	05/06/2021 03:08 PM
Kurt Ulrich	Kurt Ulrich	05/06/2021 03:24 PM
Form Started By: Chloe McGuire Brigl		Started On: 05/03/2021 11:54 AM
Final Approval Date: 05/06/2021		



LAMPERT ARCHITECTS

420 Summit Avenue
St. Paul, MN 55102
Phone: 763.755.1211 Fax: 763.757.2849
lampert@lampert-arch.com

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

LEONARD LAMPERT

13669
12/29/20

BUNKER LAKE INDUSTRIAL PARK
BUILDING #4
Ramsey, Minnesota

Copyright 2020
Leonard Lampert Architects Inc.

Project Designer: JAMES B

Drawn By: JRB

Checked By: LL

Revisions

5/30/19 PRELIMINARY

2/5/20 FINAL REVIEW

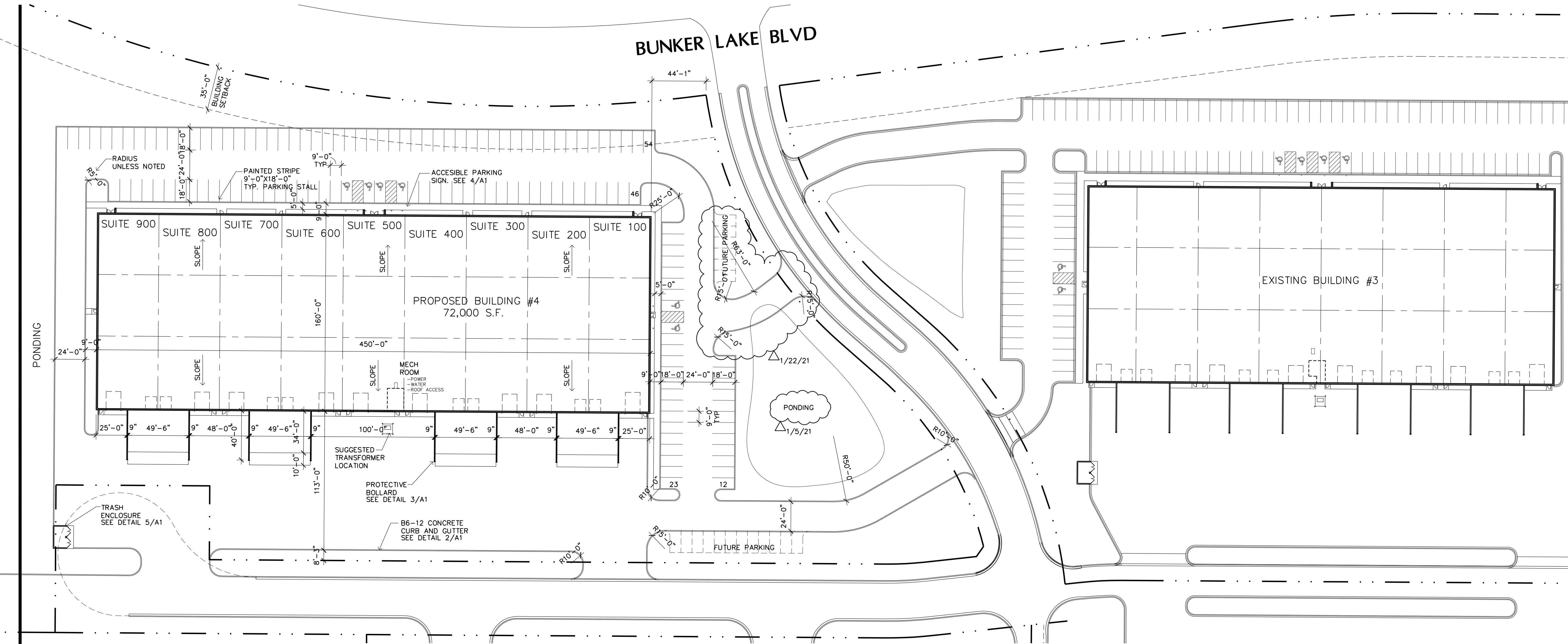
12/29/20 ISSUE FOR PERMIT

SITE PLAN

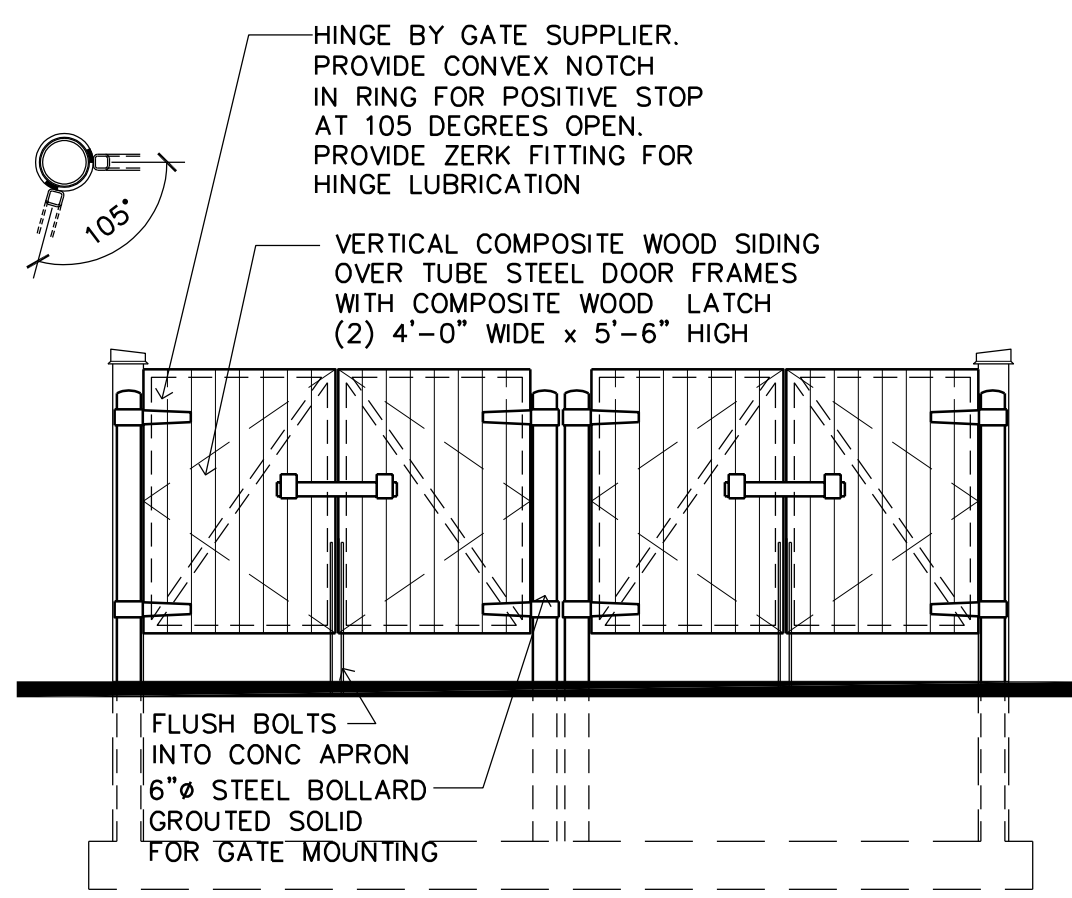
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A1

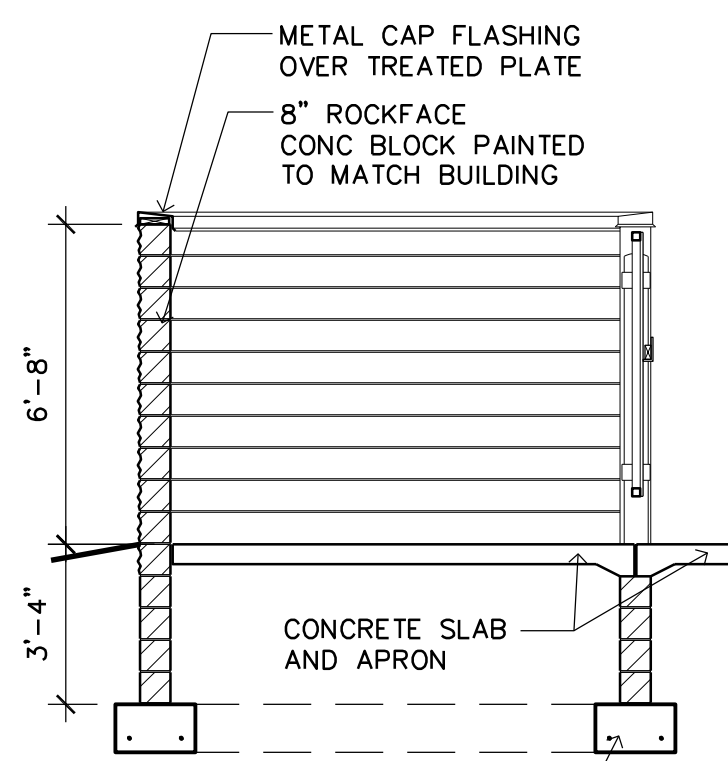
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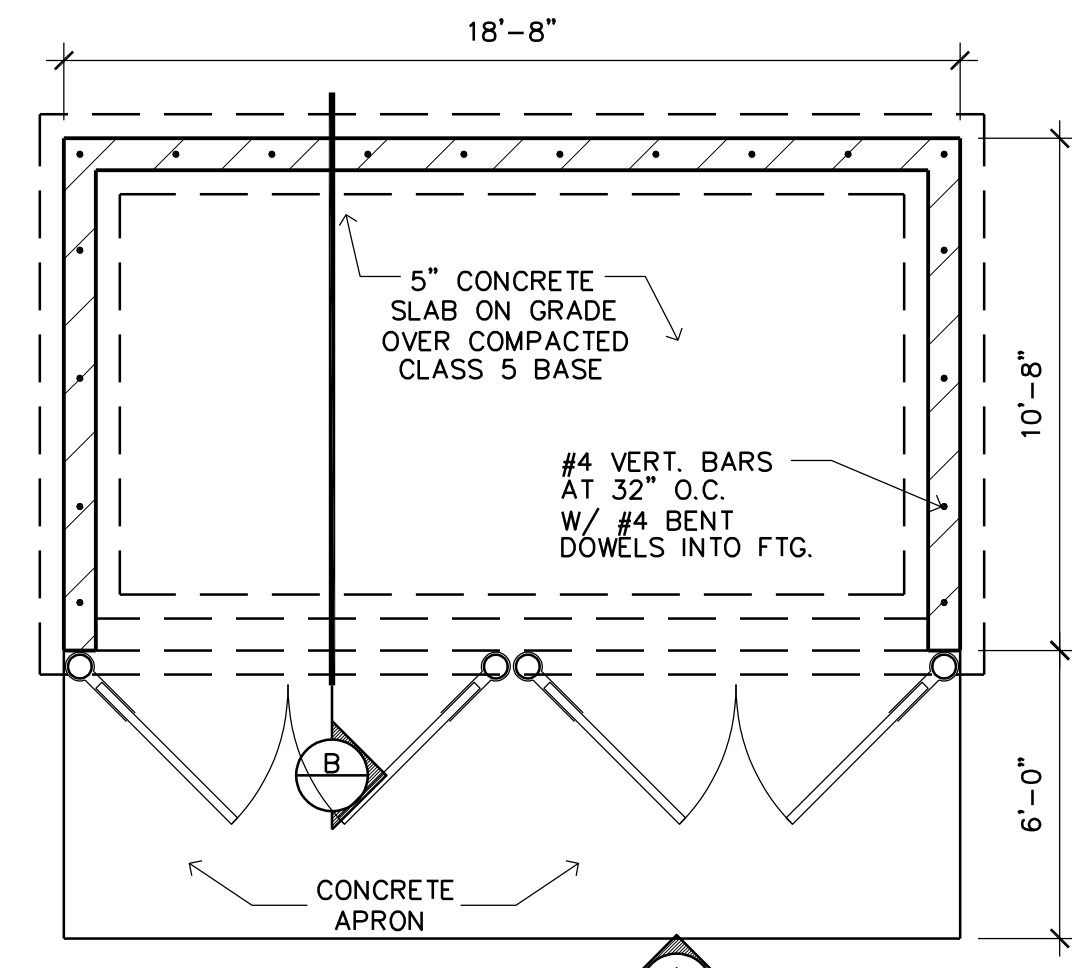
1 SITE PLAN
A1 SCALE: 1" = 40'-0"



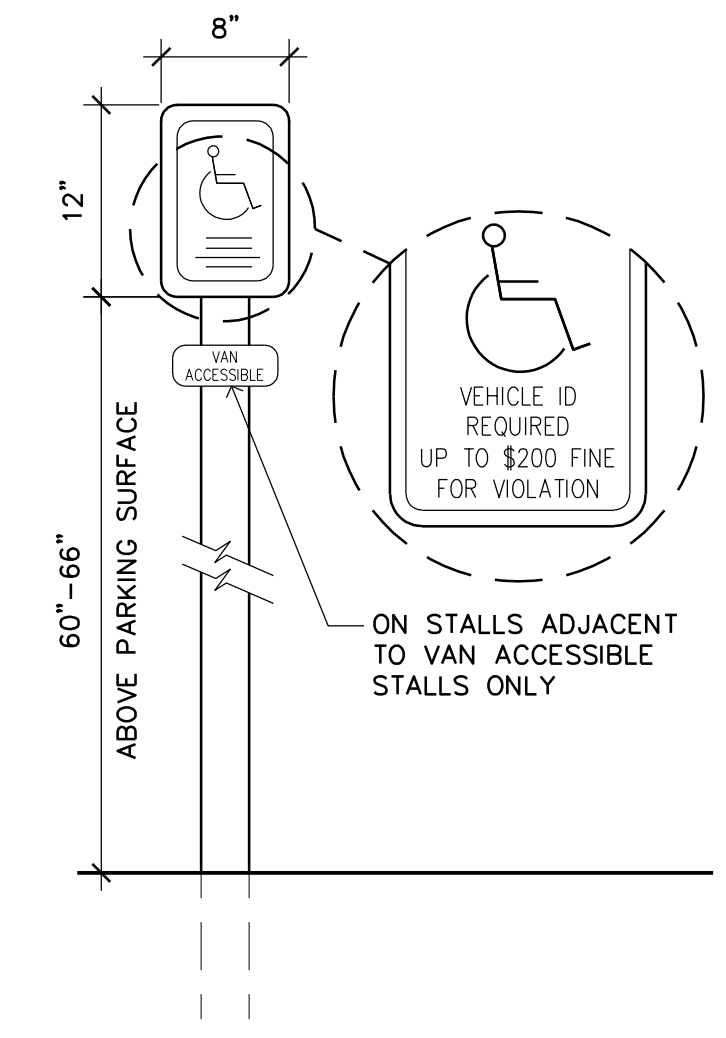
ELEVATION 'A'



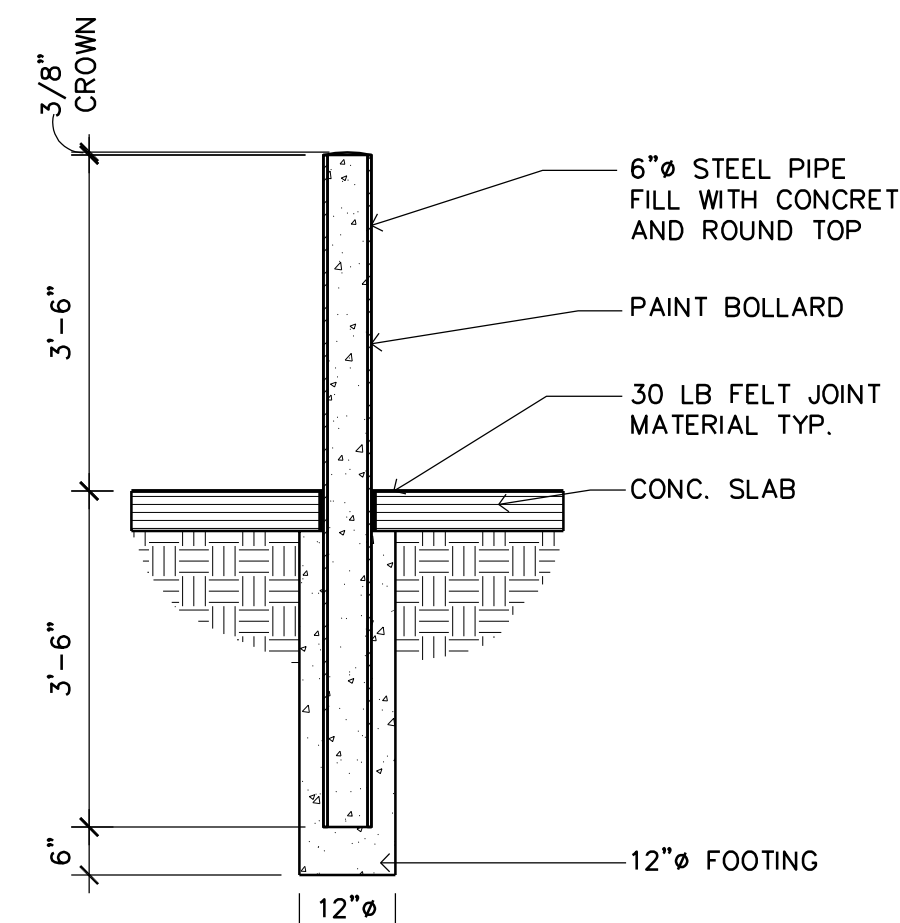
SECTION 'B'



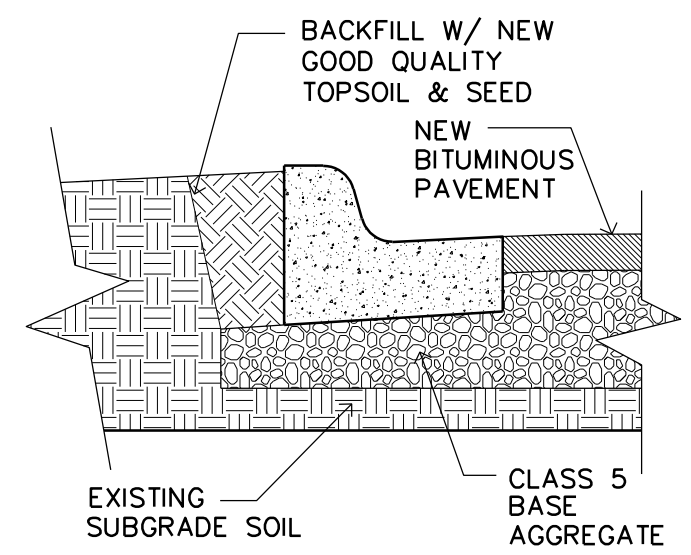
5 TRASH ENCLOSURE
A1 SCALE: 1/4" = 1'-0"



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



3 CONCRETE BOLLARD
A1 SCALE: 1/2" = 1'-0"



2 B6-12 CONCRETE CURB
A1 SCALE: 1/2" = 1'-0"

Filename: BUNKER LAKE INDUSTRIAL PARK BUILDING #4 BUNKER LAKE #4-A1

BUNKER LAKE INDUSTRIAL PARK THIRD ADDITION

CITY OF RAMSEY
COUNTY OF ANOKA
SEC. 29, T. 32, R. 25

KNOW ALL PERSONS BY THESE PRESENTS: That PSD, LLC, a Minnesota limited liability company, owner of the following described property:

Outlot B, BUNKER LAKE INDUSTRIAL PARK ADDITION, according to the recorded plat thereof, Anoka County, Minnesota.

AND

That part of 147th Lane NW, as dedicated in BUNKER LAKE INDUSTRIAL PARK ADDITION, Anoka County, Minnesota, which lies North of a line drawn parallel with and distant 60.00 feet North of the North line of Outlot C, said BUNKER LAKE INDUSTRIAL PARK ADDITION.

Has caused the same to be surveyed and platted as BUNKER LAKE INDUSTRIAL PARK THIRD ADDITION and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said PSD, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

SIGNED: PSD, LLC

By _____, Chief Manager
Pamela S. Deal

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____ by Pamela S. Deal, Chief Manager of PSD, LLC, a Minnesota limited liability company.

Notary Public, _____ Notary Printed Name

My commission expires _____

SURVEYOR'S CERTIFICATE

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

Dated this _____ day of _____, 20____.

Brian Person, Licensed Land Surveyor
Minnesota License No. 49138

STATE OF MINNESOTA
COUNTY OF ANOKA

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

Notary Public, Minnesota.

Notary Printed Name

My commission expires _____

CITY COUNCIL, CITY OF RAMSEY, MINNESOTA

This plat of BUNKER LAKE INDUSTRIAL PARK THIRD ADDITION was approved and accepted by the City Council of the City of Ramsey, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Ramsey, Minnesota

By : _____, Mayor

By : _____, Clerk

ANOKA COUNTY SURVEYOR

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

Charles F. Gitzen
Anoka County Surveyor

ANOKA COUNTY AUDITOR/TREASURER

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

Property Tax Administrator

By _____, Deputy

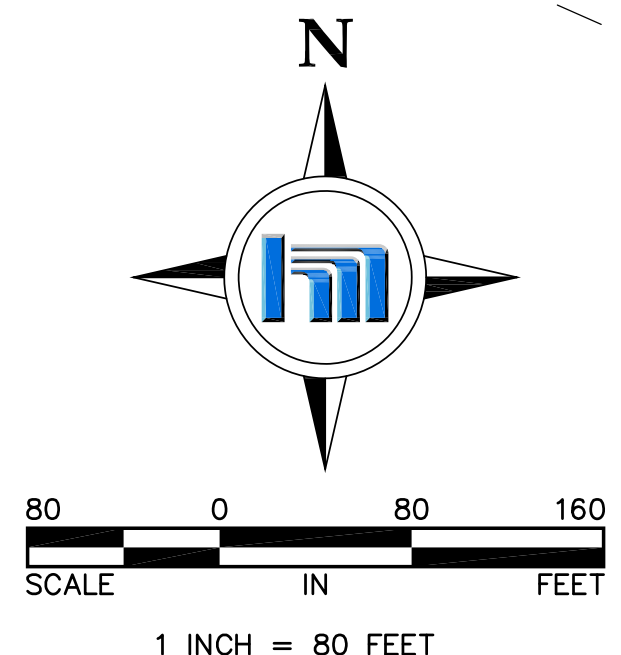
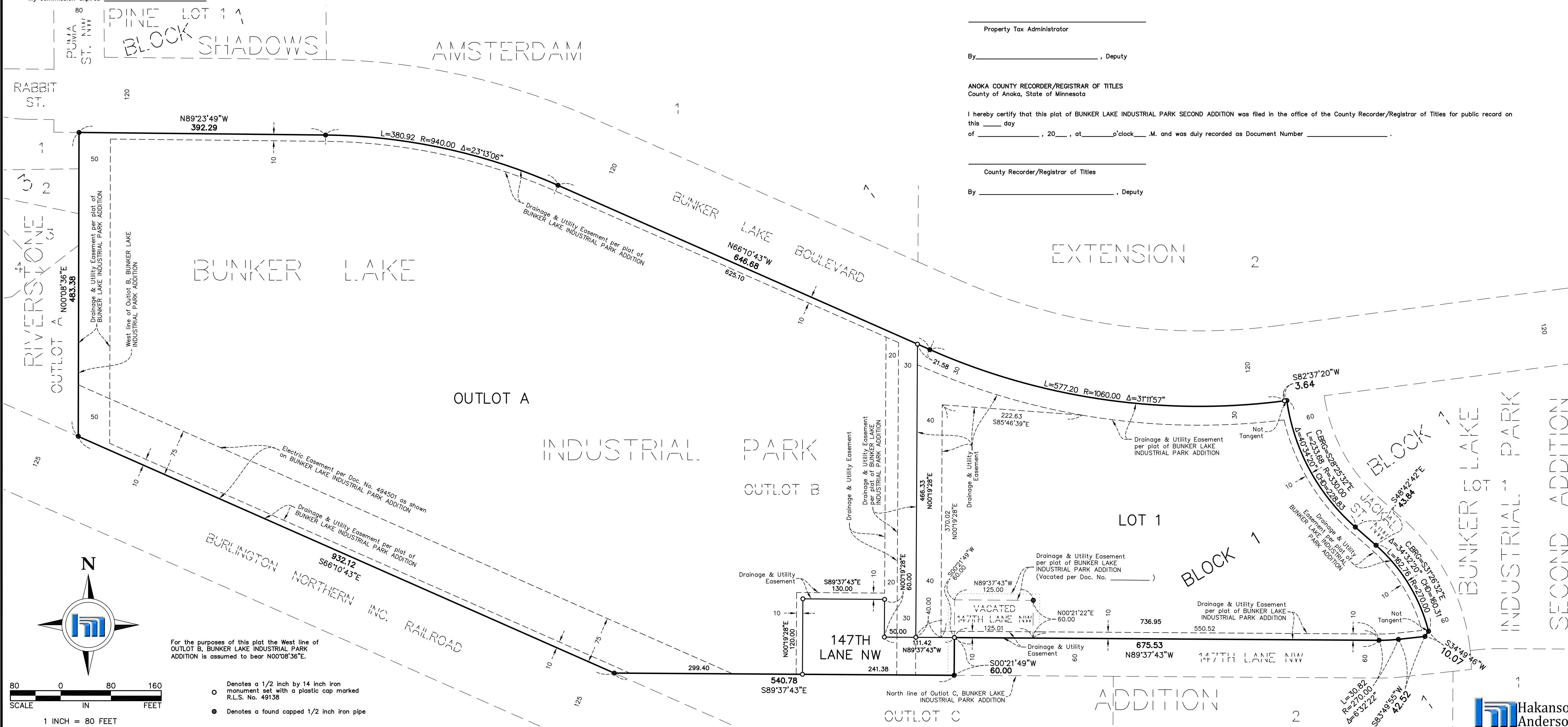
ANOKA COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

I hereby certify that this plat of BUNKER LAKE INDUSTRIAL PARK SECOND ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____, 20____, at _____ o'clock _____ M. and was duly recorded as Document Number _____.

County Recorder/Registrar of Titles

By _____, Deputy



For the purposes of this plat the West line of OUTLOT B, BUNKER LAKE INDUSTRIAL PARK ADDITION is assumed to bear N00°08'36\"/>

- Denotes a 1/2 inch by 14 inch iron monument set with a plastic cap marked R.L.S. No. 49138
- Denotes a found capped 1/2 inch iron pipe



ORDINANCE #21-12

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

**AN ORDINANCE VACATING RIGHT OF WAY AND DRAINAGE AND UTILITY
EASEMENT RELATED TO BUNKER LAKE INDUSTRIAL PARK 3RD ADDITION**

SECTION 1. AUTHORITY

This ordinance is adopted pursuant to and under the authority of the Home Rule Charter of the City of Ramsey, Section 12.6 and Minnesota Statutes 412.851.

SECTION 2. VACATION

The right of way, that part of 147th Lane NW dedicated in BUNKER LAKE INDUSTRIAL PARK ADDITION, Anoka County, Minnesota, as indicated in Exhibit A attached, are hereby vacated, to-wit.

The drainage and utility easement, a 10.00 foot wide easement lying over, under, and across that part of BUNKER LAKE INDUSTRIAL PARK ADDITION, Anoka County, Minnesota, as indicated in Exhibit B attached, are hereby vacated, to-wit.

SECTION 3. EFFECTIVE DATE

This ordinance becomes effective 30 days after its passage and publication, subject to City Charter Section 5.04 contingent upon:

- Approval and successful recording of the associated plat known as Bunker Lake Industrial Park 3rd Addition

PASSED by the City Council of the City of Ramsey, Minnesota the ____th of May, 2021.

Mayor

ATTEST:

City Clerk

Introduction date: April 27, 2021

Posting dates:

Adoption date:
Publication date:
Effective date:

Exhibit A
Right of Way Vacation Description

That part of 147th Lane NW, as dedicated in BUNKER LAKE INDUSTRIAL PARK ADDITION, Anoka County, Minnesota, which lies North of a line drawn parallel with and distant 60.00 feet North of the North line of Outlot C, said BUNKER LAKE INDUSTRIAL PARK ADDITION.

Exhibit B
Drainage and Utility Easement Vacation Description

That part of the 10.00 foot Drainage and Utility Easement dedicated over Outlot B, BUNKER LAKE INDUSTRIAL PARK ADDITION, Anoka County, Minnesota, lying 10.00 feet Westerly, Northerly and Easterly of the following described line as follows:

Commencing at the intersection of the North line of Outlot C, said BUNKER LAKE INDUSTRIAL PARK ADDITION and the North-South Quarter line of Section 29, Township 32, Range 25 per said BUNKER LAKE INDUSTRIAL PARK ADDITION; thence South 89 degrees 37 minutes 43 seconds East, assumed bearing along said North line of said Outlot C a distance of 61.39 feet to the west line of 147th Lane N.W. as per said plat of BUNKER LAKE INDUSTRIAL PARK ADDITION and the point of beginning of the line to be described: thence North 00 degrees 21 minutes 49 seconds East along said west line a distance of 120.00 feet: thence South 89 degrees 37 minutes 43 seconds East along a northerly line of said 147th Lane NW a distance of 125.00 feet; thence South 00 degrees 21 minutes 22 seconds West along an easterly line of said 147th Lane N.W. a distance of 60.00 feet to the intersection with a line parallel with and 60.00 feet North of the North line of said Outlot C and said line there terminating.

Meeting Date: 05/11/2021

Submitted For: Sean Sullivan, Community Development

By: Sean Sullivan, Community Development

Information

Title:

Adopt Resolution #21-124 Approving Anoka Area Chamber of Commerce Manufactures Cohort 2020-2021 Renewal

Purpose/Background:

The purpose of this case is consider renewal for the Anoka Area Chamber of Commerce Manufacture Cohort 2020-2021

Chamber Background

The City of Ramsey is a member of the Anoka Area Chamber of Commerce. The Anoka Area Chamber of Commerce has a rich history of success in catering to the needs of retail, food, and professional service industries. The Chamber specializes in events, marketing, and networking.

Manufacturing Coalition/ Manufacture Cohort Background

In 2015, the Chamber identified the need to better serve the large "manufacturing" sector physically located in the Chamber's service territory. Commonly, the Chamber's standard "events/ marketing/ networking" opportunities do not provide significant value to manufacturers. NOTE: the Cities of Ramsey and Anoka share a roughly 1,000 acre business park that includes over 10,000 jobs--most of said jobs are manufacturing (or related to manufacturing).

With this in mind, the Chamber began a "sub-group" known as the "Manufacturing Coalition" about five years ago. The group has now self identified as the Manufacture Cohort. The mission of the Manufacture Cohort is to: become a catalyst for strengthening community manufacturing; accelerating transformation into a more efficient and powerful engine of innovation, job creation and economic growth.

Notification:

N/A

Observations/Alternatives:

In summary, the Manufacture Cohort is a group of leaders from local manufacturers that meet periodically to discuss and address issues unique to their industry and identify an ongoing topic list. In some cases, meetings are purely the exchange of best practices. In other cases, the Manufacture Cohort asks the Chamber to implement and develop a service or product to help the group. The Manufacture Cohort, through Chamber Staff, has routinely facilitated outreach with Legislators, businesses, and school districts to drive initiatives developed by this group.

Staff attended a Manufacturing Signing Day event held at Anoka Technical College in February 2019. This event was well attended by both businesses and high school students. The event is geared to educate potential future workforce about the manufacturing field and the demand for workers. Staff also attended a another Cohort event in May 2019, including a presentation on the state of manufacturing industry and trends. The businesses in attendance seemed engaged and the event was well attended. Staff has attended other events since and has found them to be engaging and helpful to Ramsey businesses. A list of Ramsey businesses that have participated in Cohort over the past year is included as an attachment.

Although the Chamber does receive some funding for the Manufacture Cohort via subscriptions from

manufacturing businesses, this initiative needs financial support to keep operating. The purpose of this case is to consider continued support of the Manufacture Cohort by providing \$5,000 for the 2020-2021 program year. These dollars would be utilized for "facilitation/ operation" expenses related to the Manufacturing Cohort (meetings/communications/ etc.). NOTE: the City has supported the program 2016-2020.

The Manufacturing Cohort has provided attachments recapping the 2019-2020 timeframe, outlining a work plan for 2020-2021, a listing of participating Ramsey businesses and words of support from Ramsey businesses . The current focus is on workforce development, education and coordination. Mr. John LeTourneau serves as the facilitator of this process on behalf of the Anoka Area Chamber of Commerce.

Mr. Letourneau has been active over the past year working on workforce issues and education. His work has included research and education in the most recent trends relating to workforce readiness and coordination between school district, professional and industry partners. He has also presented increasing access and equity in career & technical education to the Bipartisan House Career and Technical Education (CTE) Caucus in Washington, DC. He has worked the the Department of Labor and Industry and worked to get Cohort Members connected to grant programs and education opportunities. In addition, Mr. LeTourneau was involved in outreach to the Cohort to work with connections to the Payroll Protection Program (PPP) and Personal Protection Equipment (PPE) readiness.

Due to COVID-19, there has been less programming and events available for Staff. Here are the structured events and meetings that City Staff has attended since in 2020

- 1/23/20 Rapid Packaging Tour - Champlin
- There was a July 2020 Manufacturing Cohort - Covid and Manufacturing that staff did not attend.

Typically the Cohort would have had a Manufacturing Career Signing day at Anoka Technical College earlier his year. However, due to COVID-19, this event did not occur this year. Staff is hopeful that there will be more programming/events/visits when conditions are more favorable.

The Anoka Area Chamber Manufacture Cohort provides the City an additional opportunity to get involved to pro-actively and effectively address large regional issues that effect our manufacturers. The group has a focus on workforce development and this is a pressing issue in today's economy and our local businesses. The Cohort group has provided a service to many of our local businesses/manufactures (i.e. B & F Fastener Supply, Minnesota Tool and Die, Dynamic Group, Life Fitness, Hoya Vision Care and others).

Funding Source:

Consistent with the past several years, the City is being asked to consider funding \$5,000.00. This expense has historically come from the EDA Budget.

Other Trusted Sponsors that have provided 2019-2020 financial support for the Manufacture Cohort include: Anoka Technical College, Connexus Energy, Anoka Public Utility (City of Anoka), Village Bank and Rapid Packaging. The City of Anoka has renewed for the 2020-2021 year.

Recommendation:

On a 5-2 vote, the EDA discussed this item at the January 14, 2021 and recommended that the City Council to continue its contribution to the Anoka Area Chamber of Commerce Manufacture Cohort.

A copy of the January 14, 2021 EDA Minutes is attached.

Action:

Motion to adopt Resolution #21-124 approving Anoka Area Chamber of Commerce Manufactures Cohort 2020-2021 Renewal.

ACTION - Resolution #20-124

2021 Invoice

2019 2020 Manufacture Cohort Recap

2020 Ramsey Manufacturers and Trusted Sponsors

2020 2021 Workplan

Words of Support from Ramsey Businesses

EDA Meeting Minutes from 1.14.21

Form Review

Inbox

Sean Sullivan (Originator)
Tim Gladhill
Kurt Ulrich
Form Started By: Sean Sullivan
Final Approval Date: 05/06/2021

Reviewed By

Sean Sullivan
Tim Gladhill
Kurt Ulrich

Date

04/30/2021 03:08 PM
05/06/2021 09:45 AM
05/06/2021 10:56 AM
Started On: 04/30/2021 10:56 AM

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

RESOLUTION #21-124

**RESOLUTION APPROVING ANOKA AREA CHAMBER OF COMMERCE
MANUFACTURES COHORT 2020-2021 RENEWAL**

WHEREAS, the City of Ramsey, that the City of Ramsey has supported the Anoka Area Chamber of Commerce and the Manufactures Cohort annually since 2015; and

WHEREAS, the Manufacturers Cohort is designed to assist Ramsey businesses relating to recruiting and retaining workforce; and

WHEREAS, the cost for annual renewal for the Manufacturer Cohort is \$5,000 and the EDA has recommended renewal for 2020-2021.

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

- 1) The City Council authorizes processing the 2020-21 renewal for the Manufacturing Cohort in the amount of \$5000.00. The renewal is to be paid from Fund EDA 9230-6315.

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 11th day of May, 2021.

Mayor

ATTEST:

City Clerk



12 Bridge Square,
Anoka, MN 55303
763-421-7130

Invoice

DATE	INVOICE #
12/15/2020	27483

Bill To
City of Ramsey Accts Payable/EMAIL INVOICES 7550 Sunwood Drive Ramsey, MN 55303

RECEIVED
FEB 5 2021
1st copy
In Finance
JK

TERMS
Net 15

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Billing in support of the activities and partnership associated with the Anoka Area Chamber of Commerce Manufactures CoHort 2020/2021 season	5,000.00	5,000.00
<p>Vendor # <u>100029</u></p> <p>Date Rec'd: <u>2/8</u> Total Due: _____</p> <p>Reviewed By. _____</p> <p>ent Annual _____</p>			
It's been a pleasure working with you!		Total	\$5,000.00

"Your continued support is critical to sustaining our mission. If you would like to discuss alternate payment options, please call us."

2019/2020 Manufacture CoHort Recap:

Launched the 2019/2020 Manufacturing CoHort Season:

October, Manufacturing month, was supported with a major workforce rally and outreach to the community.

- Anoka Area Chamber Manufacturing CoHort member, Safety Speed, in Ham Lake, hosted a manufacturing rally.
- Featured keynote address from Governor Tim Walz.
- Department of Labor Commissioner Nancy Leppink, spoke on industry trends.
- Independent School District 11 Superintendent, David Law, informed the audience on K12 readiness efforts.
- Anoka Area Chamber of Commerce Manufacturing Director, John LeTourneau, presented on Local Manufacturing and its impact on the community.

Industry Topic Automation:

January CoHort – Automation, Hosted by Trusted Partner, Rapid Packaging.

- Acted upon the request of the Automation CoHort meeting to do an automation assessment of CoHort members. The outcome of this assessment will inform future CoHort activity on meeting the demand and challenges with automation integration.

Industry Topic Workforce Readiness:

Traveled to Colorado to tour the MiLL, Manufacturing Industry Learning Lab:

- The MiLL is a massive group effort between school districts, professionals, and industry partners.
- This national training center is focused on empowering the next generation of leaders.
- Be trained in the industry's most sophisticated machinery.
- Gain skills that will transfer to various manufacturing industries.
- Receive national certification and be ready to hire after completion.
- Use your training to build a solid career and future for yourself and loved ones.

Broadly looking to answer the question on our willingness or interest in scaling something like this to serve manufacturing in our region.

Workforce CTE, Equity and Inclusion:

November 2019, Traveled to Washington DC, by invitation of Bi-partisan House Career and Technical Education (CTE) caucus. Presented on the topic of Increasing Access and Equity in Career & Technical Education.

- Created a picture of how the Anoka Area Chamber of Commerce Manufacture CoHort is representing best practices in the community with collaboration and focused efforts in support of workforce and the manufacturing industry.
- Career and technical education (CTE) programs provide students with pathways to high-skill, high-paying careers in in-demand industries.
- Ensuring that all students have access to high-quality programs must be a priority for policymakers.
- Shared that, in Minnesota, Youth Skills Training is an effective way to support efforts in career and technical education for students through providing them with meaningful and safe paid work experiences paired with related education at their high school.

Continued to expand the outreach with local school districts and tech college.

- Continue the discussion on process to best utilize workforce capacity that resides in different socioeconomic sub-groups.
- Specific address to these sub-groups in the K12 population. Focus on removing barriers to success that show up as challenges to how students have access to opportunities and how to best meet their learning needs from where they are at.

The outcomes brought insight into aligning local resources to accommodate the “non-traditional” learner. Peeling back barriers around technology, in person learning, non-traditional learning times and lifestyle challenges effecting success in coursework. These techniques and practices are imbedded in the curriculum now, and an additional level of awareness to solving new barriers is now also present in the learning culture.

COVID 19 – Pandemic

Mid-March until year end:

- Outreach to become available to everyone in the CoHort on any questions or resources locally, state, federal level in support of the “shutdown” phase of this pandemic.
- The Anoka Area Chamber of Commerce and the Manufacture CoHort transformed into a very reliable resource for PPP application challenges and questions.
- Supported many of the Manufacturing CoHort with direct connections to lending institutions that would configure and navigate the PPP loan process.
- Assisted with PPE readiness and demand, worked with local health care providers and government to “solve” COVID related planning.
- Opened multiple conversations with CoHort members on applications for CARES monies.
- July Manufacturing CoHort: COVID and Manufacturing.
 - Where we have been?
 - How has the past few months affected us?
 - What are some of the ways that we have adapted?
 - What will be the next direction for our industry? Can we be a futurist?
 - And, ultimately, how can we support each other moving forward?

During unprecedented disruption, the Anoka Area Chamber of Commerce and the Manufacturing CoHort effort supported local business by holding communication open, advocating for business, acting as a reliable trusted local resource as well as a sounding board for the frustration that continues inside of this difficult time.

Minnesota Department of Labor and Industry

Continue to partner and represent the multitude of resource opportunities that are offered by the MN Dpt of Labor.

- Served a second term on the review board for the MN Pipeline Dual Training grants.
 - The office of higher education had officially received and processed 64 applications totaling more than \$3.7M in grant requests.
- Shared, and attended with many of the CoHort members, several of the MN Dual Training Pipeline Speaker Series.
 - Topics on: Exploring the intersections between the work of equity and inclusion .., Industry workforce trends, discussion on how Pipeline can enhance company diversity, business mentoring and networking etc.

An Amazing Connection to Education and Workforce Need

Responded and interacted to a request from Manufacture CoHort Trusted Partner, The Village Bank, to identify and meet the need of someone in the community with a monetary donation.

- Reached out to the Anoka Technical College to see if there were unmet needs in the student population.
- Specifically found two PSEO students who were short on resources and were in need of some gear that would support their education and industry training. If not but for this donation, these students would have been challenged to perform at the appropriate level of other students. They would have been hindered by using borrowed tools or sharing of tools. Because of their age and the lack of access to personal resources, these students would struggle in course work.
- Coordinated with the students/instructors/vendor and Village Bank to secure a list of materials and tools that the students could own, and not only use in their course work, but also use throughout their careers.
- Early in December a meeting was arranged to present the students with these materials and tools. Everyone that was involved was able to see how the students would use these tools and how much this donation meant to them and the development of the skills that support good careers in manufacturing.

This is a list of the Ramsey Manufacturer's that have interacted with the CoHort activities during the 2019/2020 season.

Altron, Inc.
B&F Fastener Supply
Cabinetry Concepts
Dedicated Networks, Inc
Digital Tool & Automation
Dynamic Group
Heritage Millwork
HOYA Vision Care
In'Tech Industries
Life Fitness
MN Tool & Die Works, Inc
Moline Concrete
Multisource Manufacturing
Northwoods Machine
Panther Precision
QDP Technologies
RJM Distributing, Inc.
Team Packaging Company
Triple D Welding, Inc
Wendell's Inc.
Zero Zone, Inc.

There are a number of Trusted Partners that support the effort of the Anoka Area Chamber of Commerce Manufacture CoHort. These trusted community partners are:

- Connexus Energy
- City of Ramsey
- Anoka Public Utility (City of Anoka)
- Anoka Technical College
- Rapid Packaging
- Village Bank

2020/2021 Manufacture CoHort Workplan:

Industry Topic Automation:

Continue to build off of the interest and need to find scalable solutions to the increasing need to integrate automation inside of manufacturing operations.

Industry Topic Workforce Readiness:

With the Pandemic moving into what would appear it final stages of influence (let's hope) it would make sense to continue to explore our appetite and or the need for us to identify opportunities for a regional training center to support our industry. (Modeled after the National Training Center in Colorado; The MiLL) This training center would involve the collaboration of multiple stakeholders. Like much of the work that is successful for our community the commitment from many different players is key to success. We will be open to where this may or may not take us.

Continuing to cultivate relationships and be a resource for local education K12 and post-secondary is still extremely important. We will conduct ourselves in a way that builds these relationships and allows for Manufacturing to have access to a solid pipeline of future workforce.

Minnesota Department of Labor and Industry

Continue to partner and represent the multitude of resource opportunities that are offered by the MN Dpt of Labor.

Specific Areas of Focus:

- Anticipate a return to “in person” Manufacturing CoHort events. With willingness to deliver on virtual events if the environment is not ready to meet in person. Expectation that we could host five CoHort events in 2021. Topics to be determined.
- The annual “Career Signing Day” was canceled last year. Let’s consider late February or early March as a date to host this event again. Huge success very well received by students, and a great way to showcase careers in Manufacturing.
- This year the Manufacture Director would expect to conduct “one on one” interviews with each CoHort member or members inside CoHort companies. The area of discovery for these meetings would be to better understand what is happening in the industry and

to how the Anoka Area Chamber of Commerce Manufacturing CoHort can support the membership. Additionally, I would be interesting to share with each member on what resources or opportunities lie within the communities that our manufactures call home.

- This year the Manufacture Director would expect to conduct a sequence of check in “one on one” interview with each CoHort Trusted Partner. The focus to these interactions would be to continue to assure that the efforts of the CoHort are meeting the expectation of everyone. Additionally, these interviews will open up discussion on how the Trusted Partner can better communicate with the CoHort membership. Make sure we are all supporting each other.....
- COVID - The world has changed. Are we able to meet and support our membership in a way that is meaningful them? I would like to propose that the CoHort experiment with the concept of creating content that has benefit to the membership and sharing this content in or on a platform that all can have access too. Let’s take a look at conducting and producing a series of Podcasts that explore topics of interest to the members. In 2021, let’s see if we can publish maybe three to five of these podcasts. We can feature guest spots from our members or feature local talent or resources to deliver meaningful content.
- The effort that is represented in the Manufacturing CoHort needs to be shared with a greater regional audience. I would expect that during the 2021 season we will have a minimum of five “touches” to share the message of the CoHort. This can be delivered to City Halls in council meetings, or other city functions that fit, School Board meetings, Broadcast on community tv, write ups in newsletters. This list of possibilities is beyond these suggestions.
- The Anoka Area Chamber of Commerce Manufacture CoHort is for manufacturing by manufacturing. The focus is on what needs to be discovered or implemented in a manner that supports your sustained success. Activities not outlined in this document are open to consideration and inclusion in the workplan.

Joleen Barnes, InTech Industries, Ramsey, MN

Thanks for your time today, John. As you can see I'm very excited about this opportunity, not just for InTech but for the state, county, industry and people of the industry.

I'm passionate about this as I have been in HR Management at InTech for over 10 years, struggling, as many other employers in the area, to find candidates and good workers to fill our open Tooling and Machining positions. I also see this grant can open a world up to people who have some basic manufacturing skills but could not get support or resources to put themselves through school to learn the necessary skills for career advancement and the possibility to earn decent compensation. This opportunity not only helps the trainees and the employers of the trainees but it helps the whole industry rejuvenate again by working together to bring compensation and career satisfaction to current good, motivated employees who can advance the industry and the businesses. We all win by this opportunity.

-JB

Jason Fuglsby, SIMHOF, Ramsey, MN

Hi John,

I wanted to reach out and say thank you so much for the call. As a military veteran and a Ramsey business owner, I really support your efforts to inspire, engage and improve the manufacturing industry. I am really excited to be part of the cohort to learn and network with others. If there is anything else I can do to support your efforts, please let me know.

Thanks,
Jason Fuglsby
SIMHOF - Owner
952-221-4908
www.simhof.com

Jim Merritt, Altron, Inc, Ramsey, MN

Hi John,

With today's labor market, Altron LLC, and many other manufacturers are in dire need to hire people in the manufacturing industry. In the last 11+ years we have had several meetings and workshops to help inform the education system as to what we need as they are the feeders to our work force. These great paying jobs for people that don't want to go to college, we feel the school system is essential to the success of the

manufacturing industry. Currently we are looking for more automation to help replace the lower skill level jobs as the only other alternative due to the shortage workforce. The automation would be a big expense during a difficult time. The majority of manufacturers around the USA have job opening that are not being filled due to the government decision to enable our workforce to stay home during this difficult time. Manufacturers are losing business because they can't delivery product due to the lack of workforce, which will also have a negative impact on federal, state , city and county budgets..

We here at Altron believes it is very important time to put more effort into the Manufacturing CoHort group, as the Cohort group has been very essential for the Anoka county and surrounding areas in building our employment resources. This is a very important time to get manufacturing back up and running and be an example to the rest United States.

Thank You,

James Merritt
National Sales & Marketing Manager
virtex.us/Altron.html

Chris Benyo, Lift and Grow & Lift and Store, Ramsey, MN

John-- To follow up on our conversation of the other day, I wanted to send a brief email about our interactions together.

In the time we have spoken to each other (likely approaching three years!), you have been nothing but professional and entirely concerned with the health and well being of the manufacturing sector in Ramsey City and Anoka County.

In meeting after meeting you have worked to provide the needed connections to get businesses staffed and to have the governmental resources available to help build both the employment and tax base of this city.

I have never once regretted moving our business from White Bear Lake to Ramsey.

Chris Benyo

CHRIS BENYO

Chief Executive Officer, Lift and Grow & Lift and Store

O: 651.288.7479 | C: 919.371.8571

Chris@liftnstore.com, Chris@liftngrow.com
[Facebook](#) · [LinkedIn](#) · [Instagram](#) · [Youtube](#)
LiftnGrow.com · LiftnStore.com

Kent Djubeck, Ajax Metal Forming Solutions,

John,

Per our last conversation, I can't say how much we appreciate all the work that the Manufacturing CoHort has done for manufacturing! As an industry that has been regarded as dark, dirty and dangerous, the work of you and the CoHort to bring manufacturing back to the forefront is truly inspiring. As you know Ajax Metal Forming Solutions has been in business for over 75 years and has family values with our colleagues revered at the top. We pride ourselves as one of the safest Manufacturer's in Minnesota as well as the nation. Through help from you and your organization we again have won another Governor's Safety Award and we are striving to win another Top Workplace award for the seventh year in a row! As you know, manufacturing is a vital part of our economy and training our young people in a career in manufacturing is paramount to our success! The direction the CoHort has taken in automation is helping us find our path to robots, cobots and more automation.

Thank you for all you do! Looking forward to the next time we can get together.

Best regards,

-Kent

Kent M. Djubek | President

Ajax Metal Forming Solutions

Office # 763-277-7762

Mobile # 763-482-2370

kdjubek@ajaxmfs.com

Get the latest at ajaxmfs.com/ajax-news

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

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, January 14, 2021, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jim Steffen
 Member Brian Burandt
 Member Scott Cords
 Member Ryan Heineman
 Member Chelsea Howell
 Member Chris Riley

Members Absent: None

Also Present: Sean Sullivan, Economic Development Manager
 Tim Gladhill, Deputy City Administrator
 Bruce Westby, City Engineer
 Mark Riverblood, Parks and Assistant Public Works Superintendent
 Grant Riemer, Public Works Superintendent

4. EDA BUSINESS

4.03: Anoka Area Chamber of Commerce: Manufacture Cohort: 2020-2021 Renewal

Economic Development Manager Sullivan presented the staff report.

Peter Turok, Anoka Area Chamber of Commerce, stated that in 2015 there was a need identified for the manufacturing industry, which was different than some of the other business sectors. He explained how the cohort was developed with input from the manufacturing businesses. He stated that 30 percent of the Ramsey workforce is in manufacturing. He stated that the cohort is one of the best things the Chamber has done.

John LeTourneau, Anoka Area Chamber of Commerce, reviewed the mission statement of the cohort and highlighted some of the manufacturing businesses in Ramsey that the cohort has interacted with. He stated that over the past several years the focus has been on workforce acquisition, incumbent workforce development, and continuous improvement. He provided a highlight of the different networking that took place in the third quarter of 2019 and into 2020 and the issues that were discussed. He recognized that COVID-19 brought its own challenges, noting that the cohort assisted in directing businesses towards PPP opportunities and other lending and funding opportunities. He reviewed the work plan that was developed for 2020/2021 with input

from the manufacturing businesses. He stated that this program is another way the City can extend its touch and benefit businesses in the community. He stated that the cohort is for manufacturing by manufacturing and is driven by that input.

Member Cords stated that the presentation was very informative. He referenced the budgetary request within the case and asked for additional details on that budget and what it is used for.

Mr. LeTourneau replied that the budget is focused on the mission and 98 percent of the budget is used to benefit the users and to deliver the outcome. He stated that the request from Ramsey is \$5,000 and those funds will be used in a way that provides benefit to the businesses in Ramsey. He stated that the budget is flexible and different every year. He stated that there are some miscellaneous expenses, which are minor.

Member Heineman commented that this seems like a great program and asked if the budget includes salaries. He asked how much of the budget is used for things like signage, social media and other things that benefit businesses compared to the percentage that is allocated to payroll.

Mr. LeTourneau commented that he is a contracted employee with the Chamber, and he facilitates the cohort effort based on the direction of the Chamber Board. He stated that all of the activity is focused on the effort and 98 percent of the activity is the effort he puts forward. He stated that the effort would not exist without the help of the trusted partners. He stated that the contributions from the trusted partners equates to about \$15,000 per year with 98 percent of that allocated towards the programming and about two percent towards miscellaneous costs and expenses.

Mr. Turok commented that it is legal to have an employee to do this work. He stated that this was never a John LeTourneau push/effort noting that the direction came from the Board of Directors and it was recognized that help would be needed. He commented that the Anoka Area Chamber is one of the largest in the state, with one of the smallest staff as they only have two staff members and therefore, they knew additional help would be needed to implement this program. He stated that the bottom line is the outcome of the program.

Member Howell asked if any other cities contribute to the program.

Mr. LeTourneau confirmed that Anoka contributes a similar amount.

Member Howell stated that she likes to see itemized benefits to the City and while this information is good, it is very broad which makes her uncomfortable.

Chairperson Steffen asked if other cities have declined participation.

Mr. LeTourneau stated that the focus is appropriate, and the effort of the program is growing. He stated that they do ask for participation. He stated that the cities that are able to understand the depth of the value choose to invest in the program. He stated that his interest is in interacting with the industry and making changes, using the example of working with the school district to rewrite outdated curriculum that provides a focus on manufacturing.

Member Burandt commented that he was around and Connexus was one of the original companies that provided funding. He stated that the names of businesses on this list is the bulk of employment within Ramsey. He stated that a person is needed to facilitate this program and the amount of participation within Ramsey from its businesses is substantial. He stated that the bulk of the programming continues to be done in Anoka and Ramsey.

Motion by Member Burandt, seconded by Member Riley, to recommend to City Council to continue its contribution to the Anoka Area Chamber of Commerce Manufacture Cohort.

Further discussion: Member Riley stated that they would like to see other cities participate. He commented that this is a good use of EDA effort and funds, noting the number of manufacturing businesses in Ramsey. He commented that the function of the EDA is to support local businesses and for \$5,000 this is something that specifically helps the businesses in Ramsey. He stated that the challenges with workforce continue to be an issue and this cohort is attempting to tackle that issue in a different way through partnerships with the School District. Member Heineman commented that it is important to support local businesses and manufacturing and agreed that there are challenges ahead. He stated that in terms of transparency he believes this could be seen as lobbying. He stated that he agrees with the mission but based on transparency he will not be supporting this action.

Motion carried. Voting Yes: Chairperson Steffen, Members Burandt, Riley, and Cords. Voting No: Members Heineman and Howell. Absent: None.

The regular meeting of the Economic Development Authority adjourned at 10:18 a.m.

Respectfully submitted,



Sean Sullivan
Economic Development Manager

ATTEST:



Wendy Schlueter
Economic Development Administrative Assistant

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

Meeting Date: 05/11/2021

By: Tim Gladhill, Community Development

Information

Title:

Consider Collector Roads and Trunk Utility Infrastructure for Trott Brook North Planning Area

Purpose/Background:

The purpose of this case is to authorize an infrastructure study for the Trott Brook North Planning Area. The Trott Brook North Planning area is an area generally north of Trott Brook, south of 175th Avenue/173rd Avenue between Nowthen Boulevard and Variolite Street. This would be a similar infrastructure study as used with the Riverstone South development, although a much smaller scope.

There are 2 active development proposals within the Planning Area (Hunt Addition and Makowsky Addition). Both require Trunk Water and Sanitary Sewer Extensions. Additionally, both will require turn lanes on Nowthen Boulevard and the paving of 173rd Avenue. This infrastructure is a high-level planning level study that will lay out expectations for the Developer and help develop a fair cost allocation between the 2 projects.

Timeframe:

15 minutes

Observations/Alternatives:

This case is to authorize the work order only, not to approve a study or any cost share framework. Those will come at future steps.

- Priority Infrastructure Study Needs
 - Trunk Water
 - **Trunk Sanitary Sewer**
- Secondary Infrastructure Study Needs
 - Nowthen Boulevard Improvements
 - 175th Avenue Improvements

Emphasis was intentionally highlighted on sanitary sewer. This is the largest unknown at this point. Currently, the Hunt Addition is reliant on a sanitary sewer extension through the Makowsky Addition. If the Makowsky Addition does not move forward, the City must look at different alternatives. The first, and most critical part of the study is an examination of the capacity of the existing Lift Station in the Brookfield Neighborhood. That will aide Staff in determining other scenarios/alternatives as part of the study. The City is responsible for the Trunk System. Staff is not even able to delegate any additional engineering without first knowing this existing capacity.

It is common for the City to set minimum expectations on these shared/collector infrastructure needs and feels that it is a far better use of the City's time for the City to manage shared/collector infrastructure and allow private development to build off of that.

The City has a high-level Comprehensive Water and Comprehensive Sanitary Sewer Plan in place for ultimate build out. However, that does not do the necessary 'deeper dive' nor discuss phasing alternatives.

Funding Source:

Study Costs

Per the recommendation of the Public Works Committee, it is proposed to evenly split the costs of the study between the Makowsky Addition, Hunt Addition and the City. Both Developers have agreed to the cost share and will contribute their pro-rata share up front.

- \$14,860 for Infrastructure Study
- \$9,260 for Lift Station Analysis

Future Capital Costs

Other than potential cost share for Nowthen Boulevard and 175th Avenue, Staff would recommend that the 2 Developers be responsible for all costs internal to the sites. The City may construct 173rd Avenue and assess the costs back to the adjacent developments. No assessments would be allocated to existing homes at this time.

Recommendation:

The Public Works Committee recommends that the City Council authorize the Infrastructure Study by Bolton and Menk for the Trott Brook North Planning Area, with equal contributions from the City, Makowsky Addition and Hunt Addition.

The Public Works Committee understood the need for the study, but asked for the Developers to contribute their share up front. Both Developers have agreed to this scenario.

Action:

Motion to authorize the Infrastructure Study by Bolton and Menk for the Trott Brook North Planning Area with a cost share from the Makowsky Addition and Hunt Addition.

Attachments

Makowsky Addition

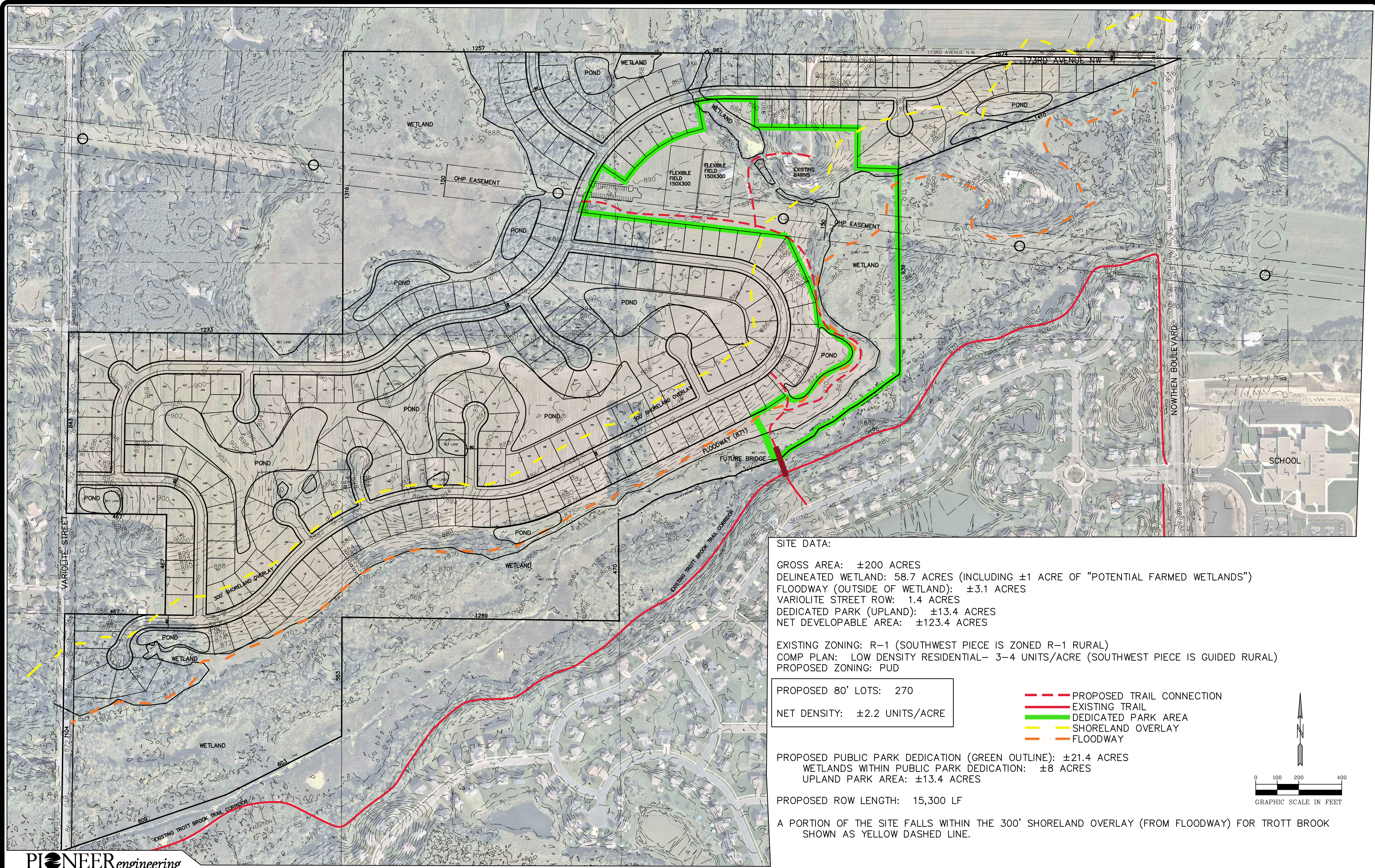
Hunt Addition

BMI Proposal

DRAFT Public Works Committee Minutes dated April 20, 2021

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	05/06/2021 12:36 PM
Kurt Ulrich	Kurt Ulrich	05/06/2021 02:02 PM
Form Started By: Tim Gladhill		Started On: 04/26/2021 10:16 AM
Final Approval Date: 05/06/2021		



SITE DATA:

GROSS AREA: ±200 ACRES
 DELINEATED WETLAND: 58.7 ACRES (INCLUDING ±1 ACRE OF "POTENTIAL FARMED WETLANDS")
 FLOODWAY (OUTSIDE OF WETLAND): ±3.1 ACRES
 VARIOLITE STREET ROW: 1.4 ACRES
 DEDICATED PARK (UPLAND): ±13.4 ACRES
 NET DEVELOPABLE AREA: ±123.4 ACRES

EXISTING ZONING: R-1 (SOUTHWEST PIECE IS ZONED R-1 RURAL)
 COMP PLAN: LOW DENSITY RESIDENTIAL- 3-4 UNITS/ACRE (SOUTHWEST PIECE IS GUIDED RURAL)
 PROPOSED ZONING: PUD

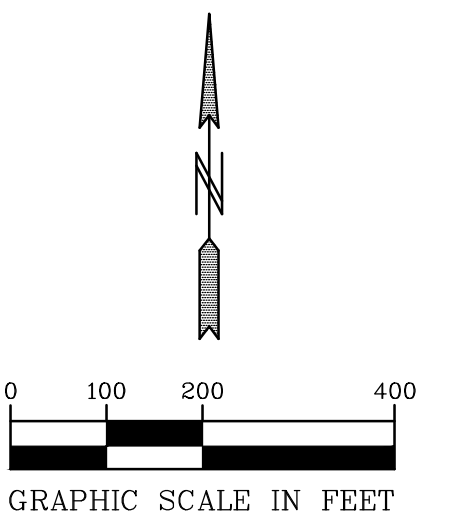
PROPOSED 80' LOTS: 270
 NET DENSITY: ±2.2 UNITS/ACRE

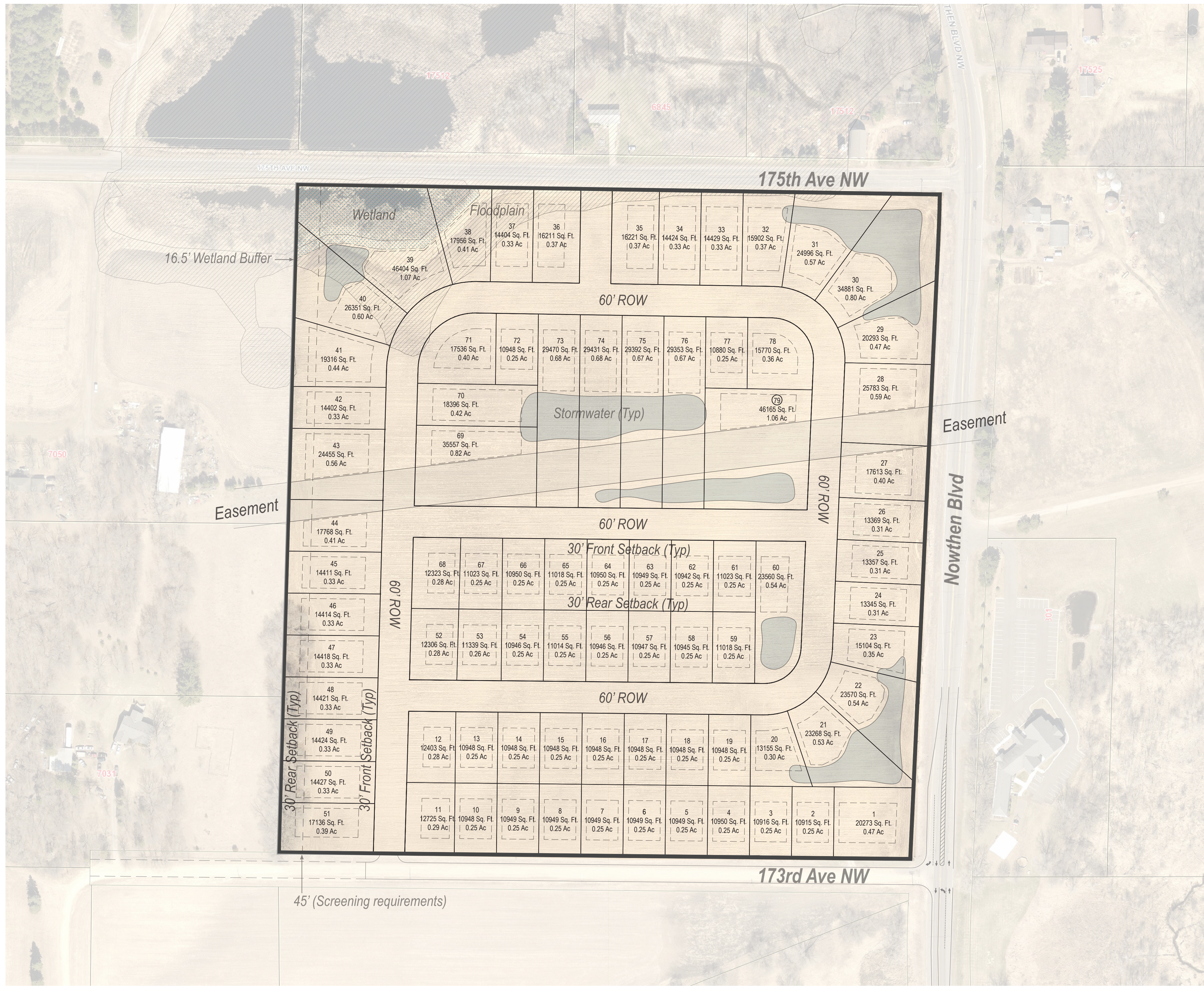
- PROPOSED TRAIL CONNECTION
- EXISTING TRAIL
- DEDICATED PARK AREA
- SHORELAND OVERLAY
- FLOODWAY

PROPOSED PUBLIC PARK DEDICATION (GREEN OUTLINE): ±21.4 ACRES
 WETLANDS WITHIN PUBLIC PARK DEDICATION: ±8 ACRES
 UPLAND PARK AREA: ±13.4 ACRES

PROPOSED ROW LENGTH: 15,300 LF

A PORTION OF THE SITE FALLS WITHIN THE 300' SHORELAND OVERLAY (FROM FLOODWAY) FOR TROTT BROOK SHOWN AS YELLOW DASHED LINE.





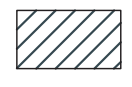

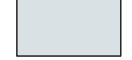
Site Data

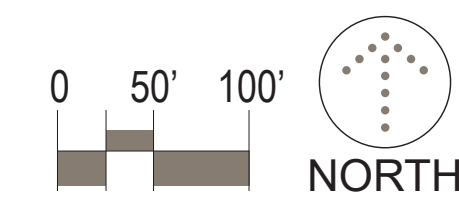
Site Area - Gross	35.5 Acres
Wetland	0.7 Acres
Wetland Buffer	0.2 Acres
Site Area - Net <i>(less wetland & wetland buffer)</i>	34.7 Acres
Easement <i>(not buildable)</i>	2.1 Acres
Buildable Area <i>(less wetland, wetland buffer, & easement)</i>	32.6 Acres
Floodplain Area to Mitigate	1.5 Acres

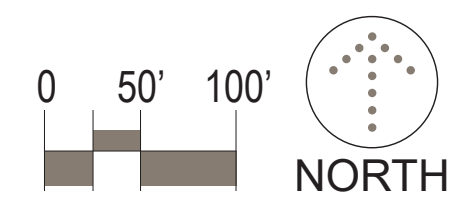
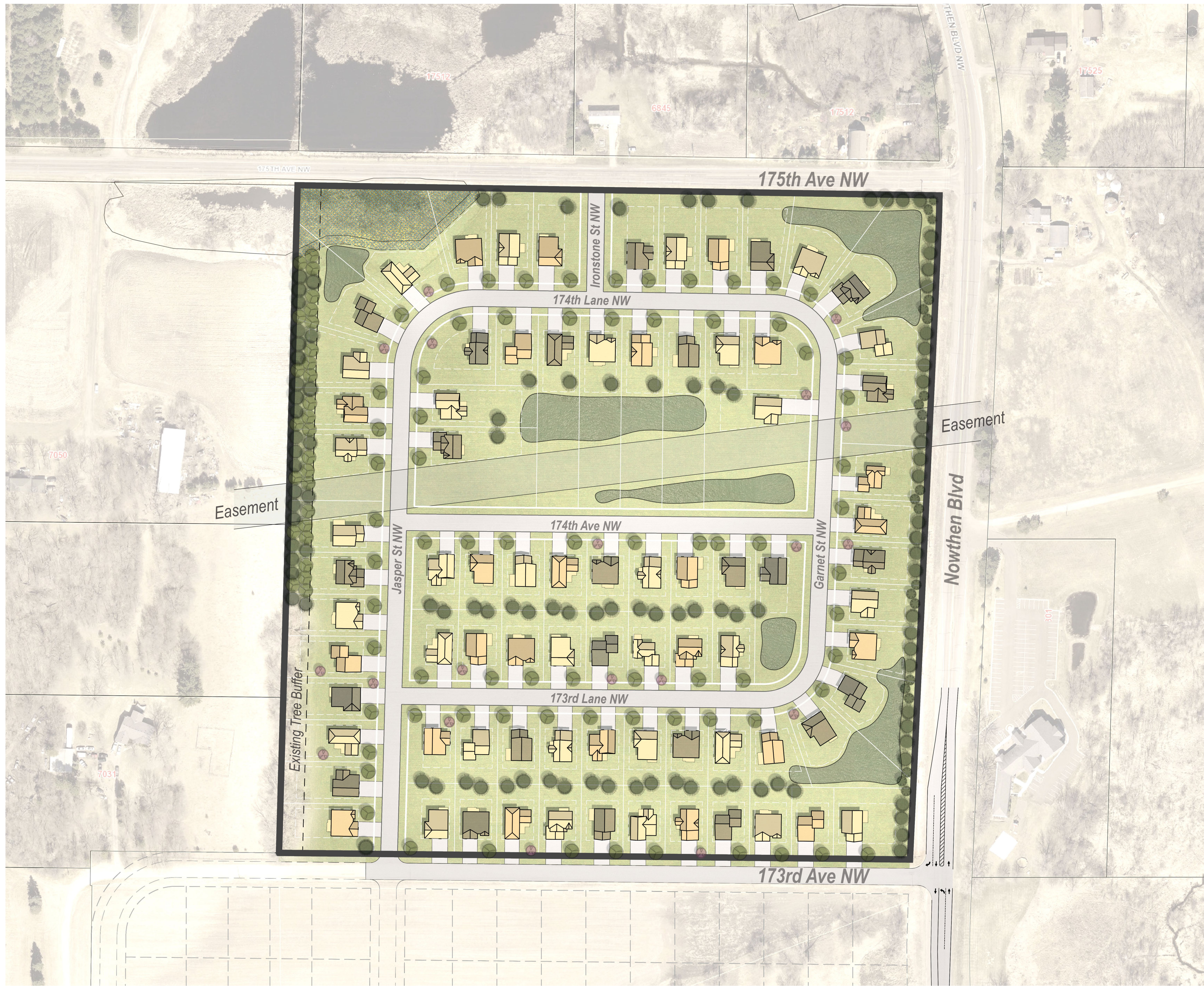
Concept Data

Unit Count	79
Density - Gross / Net	2.2 / 2.3
Minimum lot size	10,890 Sq. Ft.
Minimum lot width / Corner lot	80' / 90'
Front Building Setback	30'
Rear Building Setback	30'
Side Setback Street / Interior	30' / 10'
Wetland Buffer	16.5'
Buffer Requirements <i>(required along existing residential properties)</i>	45' no berm 35' berm

Legend

-  Floodplain (FEMA)
-  Wetland and Wetland Buffer (NWI)
-  Stormwater







Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

March 4, 2021

Tim Gladhill, AICP
Deputy City Administrator
7550 Sunwood Drive NW
Ramsey, MN 55303

RE: Proposal for Engineering Services –Trott Brook North (MUSA Area) – Public Utilities

Dear Mr. Westby:

We appreciate the opportunity to assist the City of Ramsey with the analysis of servicing the area north of Trott Brook, within the MUSA boundary, with public utilities.

There are several potential development scenarios that could be brought forward for the area north of Trott Brook, west of Nowthen Boulevard. The specific properties being evaluated for this study include:

- Hunt Addition: A 35.5 acre parcel between 173rd Avenue and 175th Avenue, west of Nowthen Boulevard.
- Makowsky Addition: An approximate 200 acre parcel directly north of Trott Brook between Nowthen Boulevard and Variolite Street.

Three development scenarios will be reviewed:

- The Hunt Addition develops as a stand-alone project,
- The Hunt Addition and a portion of the Makowsky Addition develop simultaneously, and
- The Hunt Addition and all of the Makowsky Addition develop simultaneously.

For each of the scenarios, we will review required improvements and costs associated with those improvements. The costs will be separated between development responsibility and trunk utility responsibility. We will review needs and costs associated with roadway, storm sewer, water main, sanitary sewer improvements.

Base Analysis

Our base analysis will include the following:

Water Main – We will review the City’s Comprehensive plan and determine the improvements required to serve the area(s).

Roadways – The roadway network will be reviewed to determine the improvements required. Temporary improvements will be identified if they are needed to serve the development(s).

Sanitary Sewer – We will review options for each of the three development scenarios, including temporary service if the Hunt Addition develops individually. For the sanitary sewer analysis, we will

make recommendations related to the capabilities of the existing facilities to serve the area north of Trott Brook. Our analysis will assume the existing lift station can serve the Hunt Addition on a temporary basis, as long as flow can be routed to the facility.

Scope of Work

The tasks anticipated for the study are presented below. The anticipated duration of each primary task is included next to the task title.

Existing Conditions Analysis

Gather Data and Compile Working Drawing: We will gather existing information, including aerial photography, LiDAR contour information, GIS utility information and record drawings, where available. We will compile the information into a working drawing. Fees associated with this task are estimated at \$2,220.

Field Survey: Based on the working drawing, we anticipate some field survey will be required along the creek. We are estimating 1.5 days of field survey, including establishing control and inserting the data into the working drawing. Fees associated with this task are estimated at \$2,240.

Existing Sanitary Sewer Flows: To understand the existing sanitary sewer flows in the area, we will request the lift station pumping records for the past several years. We will work with Public Works staff to gather the pumping records. We will also review the existing developed areas which flow to the lift station to gain a further understanding of flows per residence in the area. Fees associated with this task are estimated at \$1,740.

Flow Projections and System Requirements

Developable Acreage/Projected Flows: We will review the undeveloped parcels which could potentially flow to Variolite Street, both north and south of Trott Brook. We will then develop estimates for average daily flow and peak flow for the service area. Fees associated with this task are estimated at \$3,330.

Pipe Capacity Requirements: Based on the projected flow estimates, we will develop pipe capacity requirements at several locations throughout the service area. Fees associated with this task are estimated at \$630.

Roadway and Water System Requirements

Roadway: We will review the roadway needs for the area. This will include a review of Nowthen Boulevard and the potential cul-de-sac if the Hunt Addition develops prior to the Makowsky Addition. Fees associated with this task are estimated at \$630.

Water System: We will review the City's Comprehensive plan to determine water system improvements required for the development(s). Fees associated with this task are estimated at \$830.

Estimates and Memorandum

Estimates and Memorandum: We will prepare a brief Memorandum with exhibits depicting the results of the study. High level construction cost estimates will also be prepared for use in budgeting for the improvements. Fees associated with this task are estimated at \$3,240.

Additional Recommendations

Based on the findings of our analysis, we may make recommendations for tasks which should be completed during the design phase of future projects. The recommendations could include such items as: soil borings, additional survey, additional lift station related testing (concrete, power supply, etc.), and I/I analysis of the existing sanitary sewer system in the area.

Optional: Lift Station Analysis

Our proposed analysis will assume that the existing lift station will be able to accommodate flows from the Hunt Addition on a temporary basis. Once the Makowsky Addition develops, the Hunt Addition sanitary sewer flows will be conveyed through the Makowsky Addition.

The current Sanitary Sewer Comprehensive Plan depicts service to this area via gravity sewer which then flows to an existing lift station. The lift station then pumps the sewage through a forcemain which discharges in Variolite Street near 166th Avenue. Our understanding is that the lift station is at or near capacity, requiring alternative solutions to be explored.

The lift station analysis will most likely include the following components:

- Meet with Public Works staff to gain an understanding of existing operations of the facility,
- Complete a site visit and perform a cursory review and condition assessment,
- Review the control panel, SCADA system and power source. Develop recommendations based on reliability and long-term usage of the existing equipment.
- Analyze existing and future flows to the facility. Develop an estimate of when pump replacement will need to occur.
- Analyze forcemain, lift station structure and pump capacity to determine if capacity exists when full development of the service area occurs.
- Perform a general assessment of the existing power source. Provide discussion related to the implications of power failure, the potential need for a backup power generator, and consequences of power failure.
- Prepare cost estimates for recommended improvements.

The above analysis is estimated to cost \$9,260. The actual fees may vary, depending upon the findings described in the primary task.

Tim Gladhill, AICP

March 4, 2021

Page 4 of 4

Proposed Fees

Each of the tasks above presents an estimate of fees on a per task basis. The total fees will not exceed \$14,860.00 without prior approval of the City. The optional lift station analysis can be completed for an additional not to exceed amount of \$9,260.00.

If there are any questions, please call me at (651) 968-7760.

Sincerely,

BOLTON & MENK, INC.

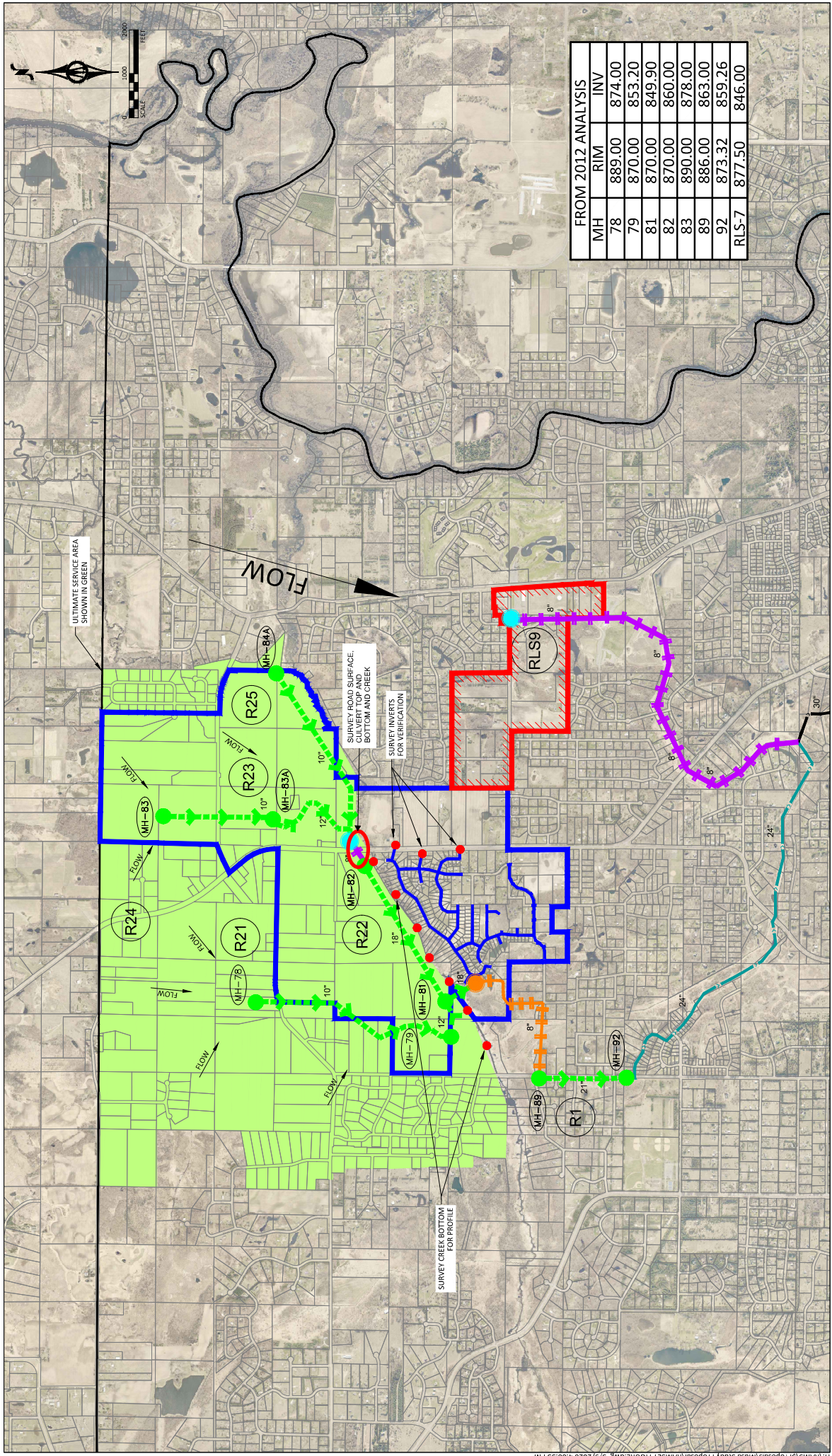
A handwritten signature in blue ink that reads "Kevin P. Kielb". The signature is written in a cursive style with a large initial 'K'.

Kevin P. Kielb, P.E.

Principal Engineer

Attachment: Location Map

FIGURE 1
MARCH 2020



FROM 2012 ANALYSIS		
MH	RIM	INV
78	889.00	874.00
79	870.00	853.20
81	870.00	849.90
82	870.00	860.00
83	890.00	878.00
89	886.00	863.00
92	873.32	859.26
RLS-7	877.50	846.00

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

The Public Works Committee conducted a regular meeting on Tuesday, April 20, 2021, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Chris Riley
 Councilmember Debra Musgrove
 Councilmember Matt Woestehoff

Also Present: Public Works Superintendent Grant Riemer
 City Engineer Bruce Westby
 Deputy City Administrator Tim Gladhill
 City Administrator Kurt Ulrich

1. CALL TO ORDER

Chairperson Riley called the regular meeting of the Public Works Committee to order at 5:30 p.m.

2. CITIZEN INPUT

Bill ?? commented that roads need maintenance and the roads in Ramsey have not been maintained. He was glad that sealcoating is no longer being done as that holds moisture in the roads. He recognized that garbage trucks are needed but did not believe multiple trucks need to go through neighborhoods for collection as that puts additional stress on the roads. He stated that there are areas of the curb that were repaired last fall and damaged again by the garbage trucks. He commented that garbage haulers also have to travel at slower speeds in the neighborhoods. He commented that tree trimming was done in his neighborhood which was helpful. He stated that his comments also represent some of his neighbors.

Chairperson Riley commented that the City is still attempting to find a better method of maintenance after stopping sealcoating.

City Engineer Westby commented that he spoke with the resident about one month ago and mailed him a letter about 1.5 weeks ago. He stated that he intended to bring this issue forward to the Committee at the May meeting for further discussion.

Chairperson Riley commented that the City has a dedicated funding source for roads and is attempting to follow a schedule to repair and maintain the roads.

City Engineer Westby stated that he can also follow up with the resident in order to inform him of where his road falls on the CIP and whether additional rating is needed.

Chairperson Riley commented that he does not believe that members of the Council have the appetite to consolidate hauling for trash service at this time.

Councilmember Musgrove asked if the City website includes a listing of the roads and their placement in the CIP.

City Engineer Westby confirmed that information is available on the City website.

3. APPROVE AGENDA

Motion by Councilmember Woestehoff, seconded by Councilmember Musgrove, to approve the agenda, as presented.

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Woestehoff and Musgrove. Voting No: None.

4. APPROVE MINUTES

4.01: Approve March 16, 2021, Meeting Minutes

Motion by Councilmember Woestehoff, seconded by Councilmember Musgrove, to approve the following minutes:

Regular Meeting Minutes dated March 16, 2021

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Woestehoff and Musgrove. Voting No: None.

5. COMMITTEE BUSINESS

5.01: Consider Request to Vacate Drainage and Utility Easement at 15730 Armstrong Boulevard

Deputy City Administrator Gladhill reviewed the staff report and stated that both Engineering and Public Works staff have stated a preference that the full right-of-way radius of 65 feet be provided if the existing north-south drainage and utility easement is to be vacated. If the applicant does not want to impact the subject property to that extent, then they would need to have the written consent of the two adjacent property owners to impact their parcels with right-of-way. He stated that this is a reaction to the request to release an asset the City currently has. Staff seems it reasonable to ask for something in return and to ask for a full-size ROW in return.

Chairperson Riley commented that he would not be interested in having the properties to the north provide land for the benefit of this property. He asked if this would only be constructed under a reconstruction.

Deputy City Administrator Gladhill confirmed that only right-of-way would be taken at this time rather than requiring the cul-de-sac improvement to be constructed.

Councilmember Woestehoff stated that it appears the easement carries onto the southern property and received confirmation that property has access from Armstrong. He asked if that access would remain no matter what is done in this case. He stated that his overall concern would be if something is taken from the southern property if a road does not go through, but that does not seem to be an issue.

Deputy City Administrator Gladhill confirmed that at this time in the conversations staff has had, there are no plans for two homes on that property.

Councilmember Musgrove asked if originally this parcel was intended to access from Armstrong but would instead access from the cul-de-sac.

Deputy City Administrator Gladhill commented that the property is currently vacant and has a curb cut access to Armstrong that the property would agree to remove.

Councilmember Musgrove stated that she would assume the properties to the north are not interested in providing their land. She asked the hesitancy of the subject property not to provide the right-of-way.

Deputy City Administrator Gladhill commented that there is negotiation that can be had between staff and the property owner. He agreed that the property owner would rather not provide more right-of-way easement. He explained that if the City vacates the easement, it would be an exchange in terms of right-of-way.

Chairperson Riley commented that perhaps it would be helpful to show square footage of the easement vacation and right-of-way to show the comparison.

Councilmember Woestehoff stated that he would agree to have the cul-de-sac more on this property.

Councilmember Musgrove referenced a recently completed cul-de-sac in a rural area and asked the size.

Deputy City Administrator Gladhill replied that there are specific standards within City Code that specify the minimum size for a cul-de-sac.

Motion by Councilmember Musgrove, seconded by Councilmember Woestehoff, to recommend to the City Council to vacate the 66-foot-wide drainage and utility easement upon confirmation that right-of-way be provided to support a standard cul-de-sac on the subject property.

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Musgrove and Woestehoff.
Voting No: None.

5.02: Consider Request to Vacate Road Easement Between 5805 and 5860 148th Lane NW

Deputy City Administrator Gladhill reviewed the staff report and stated that staff supports vacating the western segment of this roadway easement contingent upon construction of a cul-de-sac bulb that provides some room for vehicle maneuverability, either within the existing easement boundaries or approaching the owners of the subject properties to widen the easement area for the cul-de-sac bulb.

Chairperson Riley asked what would be in this for the City.

Deputy City Administrator Gladhill commented that there would be some type of improved turnaround at the end of the gravel road. He stated that if this is not done it could create more potential for the property owner to request it be fully vacated in the future.

Chairperson Riley asked if this road would be improved to blacktop at some time in the future and whether it would then make sense to vacate this.

Deputy City Administrator Gladhill commented that he did not believe this full area would be paved. He noted that if that were the intention, the City most likely would not have allowed the garage to be built so close to the gravel road.

Councilmember Musgrove commented that it appears there is a building that exceeds the property line. She asked if the neighboring property owner would be willing to give up a small portion of land for the cul-de-sac in return for the privacy being maintained.

Deputy City Administrator Gladhill commented that platting staff has had some conversations with the property owners, and they were concerned with loss of trees. He agreed that there is a bargaining chip and noted that additional conversations can be had.

Councilmember Musgrove commented that she has been to this area and the property owners like the privacy and dirt road, and she would think if the easement were given up, privacy could be maintained in return for the cul-de-sac that the City would like.

Deputy City Administrator Gladhill commented that it seems the group is not comfortable vacating the easement until the option for a full-sized cul-de-sac is discussed further with the property owners. He stated that the City accepted a pretty terrible site plan in the past which showed the 20-foot setback when in reality the building is over the property line.

Chairperson Riley stated until there is a good plan, he would not want to give up the easement.

5.03: Consider Collector Roads and Trunk Utility Infrastructure for Trott Brook North Planning Area

Deputy City Administrator Gladhill reviewed the staff report and recommendation to authorize the Infrastructure Study by Bolton and Menk for the Trott Book North Planning Area.

Councilmember Musgrove asked if this is the usual process, to complete this work on the front end.

Deputy City Administrator Gladhill confirmed that it is typical when there are multiple properties for development off of collector infrastructure.

Councilmember Musgrove referenced the use of the PIR fund and asked if this would be a loan from the PIR fund and/or appropriate use.

Deputy City Administrator Gladhill replied that staff is showing this as a funding source as this is an existing gravel road that would be improved. He noted that there are existing homes that would utilize the road in addition to potential development projects.

Councilmember Musgrove asked if the HRA fund would be a more appropriate funding source.

Deputy City Administrator Gladhill replied that this would be an eligible funding source but noted that staff would be hesitant to use that fund as it is slated for use with the Riverdale Drive project and Riverstone South.

Councilmember Musgrove asked if this study would be delegated as part of the administrative costs when development projects come forward.

Deputy City Administrator Gladhill replied that it would be a contribution towards infrastructure. He stated that there is benefit to the City completing this work rather than having a project engineer submit plans that need revisions and supervision. He stated that if the group wants the costs recouped, it should be noted so that could be built into the development costs. He commented that it could be part of the negotiation with the developers.

Councilmember Musgrove commented that she believes it important that the costs are recouped through development. She asked if there is a process that helps the City related to lift stations and how many homes could be served. She asked what the study would tell the City that it would not already know.

City Engineer Westby replied that the capacity of a lift station is impacted by a number of factors and provided additional details on the factors specific to this lift station that could have impacted its capacity. He stated that those elements would be reevaluated.

Deputy City Administrator Gladhill commented that if the entire system were built it would have been at capacity but because there is a gap in the system, they need to better understand the available capacity.

Councilmember Woestehoff asked for clarification on what results the study will provide.

Deputy City Administrator Gladhill commented that the City needs to assess the area costs in some manner, and it is critical that the costs be allocated appropriately, as well as how to serve different areas in isolation as development will be phased on different properties. He stated that once the

study is completed it typically provides a slightly different design than was included in the Comprehensive Plan which has resulted in cost savings in previous instances.

Chairperson Riley recognized the importance of the City completing the study to ensure proper planning but agreed with Councilmember Musgrove that there is a but for related to these projects and therefore would agree it would be appropriate that the parcels share in the cost. He agreed that the City has an interest, but the developing properties are driving this need.

Motion by Councilmember Musgrove, seconded by Councilmember Woestehoff, to recommend that the City Council authorize the Infrastructure Study by Bolton and Menk for the Trott Brook North Planning Area, contingent upon a cost-share.

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Musgrove and Woestehoff. Voting No: None.

5.04: Consider Year-Round Cardboard Recycling at Public Works

Public Works Superintendent Riemer reviewed the staff report and recommendation to work with ACE Solid Waste to provide cardboard recycling at the Public Works Campus, on a trial basis, to judge resident response. If staff is directed to move forward, this opportunity would be promoted via the Ramsey Resident newsletter, the Ramsey Recycler newsletter, and the website.

Chairperson Riley commented that he was surprised to learn that ACE has a cardboard recycling bin available on its site. He stated that perhaps that could be better advertised as well.

Councilmember Woestehoff stated that he was also unaware of the available service on the ACE property and was unsure the City needed to take on the additional expense/responsibility.

Councilmember Musgrove agreed. She stated that the City location for the winter would be sufficient and the City could simply advertise the ACE location for the remainder of the year.

Chairperson Riley agreed that the City could take advantage of what is already available through ACE Solid Waste.

Councilmember Specht stated that he has called the main number for ACE multiple times and has been told that the cardboard recycling bin does not exist at that location. He stated that if the City is going to promote it, ACE should also be promoting or confirming that it does exist.

5.05: Consider Recommending City Council Approval of Plans and Specifications and Award of Contract for Improvement Project #21-11, 2021 Pavement Rejuvenation Improvements

City Engineer Westby reviewed the staff report and recommendation to approve plans and specifications and award of contract for Improvement Project #21-11, 2021 Pavement Rejuvenation Improvements and approval to purchase a new patching trailer. He noted that the patching trailer would be added to the case when it moves forward to the City Council.

Chairperson Riley asked and received confirmation that the trailer would be a replacement and not an addition.

Public Works Superintendent Riemer confirmed the existing trailer would be brought to auction.

Councilmember Musgrove asked for details on funding.

City Engineer Westby replied that these funds were included in the budget.

Councilmember Musgrove commented that she would want to see the \$33,000 spent on pavement rejuvenation and use the Capital Fund for the trailer purchase.

City Engineer Westby explained that pavement rejuvenation is used on streets between three to five years old.

Councilmember Musgrove asked if the funds could be carried over to the next year.

Chairperson Riley replied at the end of the year excess funds that have been budgeted are allocated to the funds within the policy set by the Council, as was done this past year. He stated that when funds are budgeted for fixing roads, they should be spent on that purpose.

Councilmember Musgrove stated that she does want the funds spent on roads and explained that her question was whether the trailer purchase could be done with capital funds. She asked if the budgeted funds could be used on equipment rather than road repairs.

City Engineer Westby replied that the patching trailer is 100 percent used for road maintenance purposes.

Public Works Superintendent Riemer replied that the last trailer was purchased in this same manner.

Chairperson Riley replied that he is glad there was an appropriate use found for these budgeted funds.

City Engineer Westby explained that the scope of work this year is generally a little larger than staff would typically bring forward.

Motion by Councilmember Musgrove, seconded by Councilmember Woestehoff, to recommend City Council approval of plans and specifications and award of contract for Improvement Project #21-11, 2021 Pavement Rejuvenation Improvements and purchase of pavement patching trailer.

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Musgrove and Woestehoff.
Voting No: None.

6. COMMITTEE / STAFF INPUT

6.01: Review Requested Access Changes to Casey's/Java Properties Site

Chairperson Riley commented it has been mentioned that this case be skipped for lack of time. He noted that it does not seem much discussion would be needed on this item as it already seems figured out.

6.02: Staff Updates on Improvement Projects and Items of Interest

City Engineer Westby provided an update on current and proposed City, County and MnDOT improvement projects and studies, and on other items of interest to the Committee.

6.03: Review Future Topics Calendar

Councilmember Musgrove asked for an update on the Northwest Regional Surface Water Supply Study.

City Engineer Westby stated that the study is complete, and all of the cities agreed that the cost to go to surface water, based on the four cities involved in the study, was astronomical and therefore did not make sense. He stated that staff could provide a presentation or someone from the Metropolitan Council could make the presentation.

Councilmember Musgrove commented that if the City is not going to pursue the idea, she would prefer to spend the least amount of time on it.

Chairperson Riley agreed that a short presentation would seem appropriate.

7. ADJOURNMENT

Motion by Councilmember Musgrove, seconded by Councilmember Woestehoff, to adjourn the Public Works Committee meeting.

Motion carried.

The regular meeting of the Public Works Committee adjourned at 6:39 p.m.

Respectfully submitted,

Grant Riemer
Public Works Superintendent

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

Meeting Date: 05/11/2021

By: Sean Sullivan, Community
Development

Information

Title:

Adopt Resolution #21-131 Approving Selection of Dynamic Display Billboard Vendor for Retail Advertising on Highway 10 Near the COR

Purpose/Background:

The purpose of this case is review the proposals submitted by three Dynamic Display Billboard (DDB) companies and to select a vendor(s) and process of action / selection forward. This simply selects a single vendor to begin to negotiate a contract. This does not obligate the City to anything at this time. Terms of a contract would be brought forward at a future date.

The City received proposals from Clear Channel, iDigital Outdoor and Lamar. Staff has consulted with each company and has agreement on a preferred sign location at 7443 Highway 10 NW (former M & G Trailer storage site). Each proposal brings a slightly different approach but all consist of a two-sided dynamic display with rotating advertising opportunities. All proposals have the private company designing, constructing and maintaining the dynamic display and to lease the property from the City. Under these scenarios the city does not fund any of this project and receives lease revenue. Copies of the submitted proposals and a Staff generated summary and ranking sheets are attached for reference.

It should be noted that the land proposed for this project was purchased with RALF (Right of Way Allocation and Loan Fund) funds by the Metropolitan Council as part of the previous Highway 10 vision established in the early 2000s. This parcel is no longer needed as a full acquisition and will be eligible for this improvement and potential redevelopment in the future. As such, revenue received from the land lease would need to first pay back RALF obligations. Once those obligations are satisfied, the lease revenue can be received by the City of Ramsey.

Notification:

N/A

Observations/Alternatives:

In an effort to further evaluate the proposals, the EDA put together a simple scoring/ranking system based on some key components of the proposals. The scoring system as a simple 1, 2, 3 rating with 1 being the best and 3 being the worst. The results of the scoring matrix below are not binding and only serve as a comparative tool to further the discussion. The ranking results are as follows:

- 1st - iDigital Outdoor
- 2nd - Clear Channel Outdoor
- 3rd - Lamar

The EDA reviewed all the proposals and used the comparative tool for evaluation. Based on review of the proposals the EDA focused their discussion on the iDigital and Clear Channel proposals. The EDA put added value in the pricing for local Ramsey business advertising and the flexibility of the sign company (sign location, willingness to move sign, and sign type) and ultimately recommended iDigital Outdoor. The EDA confirmed commitment to moving forward with a privately owned and operated Digital Billboard on Highway 10 near the COR. If the City Council is in agreement, next steps would be to select a vendor and to begin negotiations on a lease as outlined in the attached Resolution #21-131.

Alternatives:

1. City Council select a single/final vendor to negotiate a Lease Agreement on 7443 Highway 10 NW or a City preferred parcel (Resolution #21-131 as drafted identifies iDigital Outdoor as that vendor)
2. City Council to direct Staff to invite multiple vendor(s) to present to the EDA and / or City Council to select a single /final vendor to negotiate a Lease Agreement on 7443 Highway 10 NW or a City preferred parcel
3. Something else

Funding Source:

This project would be handled under normal staff duties.

There would be no cost to the City at this time. The City would negotiate the terms of a lease agreement and amend the current city ordinance to allow for such signage. The City would not be handling the ad sales. The billboard company would own and operate the sign itself.

Recommendation:

The Ramsey EDA met on April 8, 2021 and made a formal recommendation to recommend to City Council to further investigate and approve the concept of a digital billboard on Highway 10 with the EDA preference for vendor as iDigital Outdoor. An excerpt from the draft EDA minutes from April 8, 2021 is attached for review.

Action:

Motion to adopt Resolution #21-131 approving selection of Dynamic Display Billboard Vendor for Retail Advertising on Highway 10 near The COR.

Attachments

[ACTION - Resolution #21-131](#)

[RFI Summary Information](#)

[RFI Scoring Summary](#)

[iDigital Proposal](#)

[Lamar Proposal](#)

[Clear Channel Proposal](#)

[4.8.21 DRAFT EDA MINUTES \(Excerpt\)](#)

Form Review

Inbox	Reviewed By	Date
Sean Sullivan (Originator)	Sean Sullivan	05/05/2021 11:30 AM
Tim Gladhill	Tim Gladhill	05/06/2021 09:56 AM
Kurt Ulrich	Kurt Ulrich	05/06/2021 10:53 AM
Form Started By: Sean Sullivan		Started On: 04/30/2021 08:41 AM
Final Approval Date: 05/06/2021		

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

RESOLUTION #21-131

RESOLUTION APPROVING SELECTION OF DYNAMIC DISPLAY BILLBOARD VENDOR FOR RETAIL ADVERTISING ON HWY 10 NEAR THE COR

WHEREAS, The City of Ramsey EDA and City Council directed Staff to explore interest in a private owned and operated digital billboard on Hwy 10 to assist Ramsey businesses in advertising opportunities; and

WHEREAS, the City of Ramsey sent out an RFI to iDigital Outdoor, Clear Channel Outdoor, Lamar Outdoor Advertising and Blue Ox Media (the “Vendors”); and

WHEREAS, iDigital Outdoor, Clear Channel Outdoor and Lamar Outdoor Advertising completed the RFI and submitted it to the City; and

WHEREAS, the Ramsey EDA reviewed the Vendors RFI submittals on April 8, 2021 and recommend to City Council to further investigate and approve the concept of a digital billboard on Highway 10 with the EDA preference for vendor as iDigital Outdoor.

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

- 1) That the City Council select iDigital Outdoor as the vendor to work with for a Dynamic Display Billboard project on Hwy 10
- 2) Direct Staff to begin negotiation of a ground lease on 7443 Hwy 10 NW, or another City preferred location, and to work on an ordinance amendment for Digital Billboards and to bring back to the City Council for further 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 11th day of May, 2021.

Mayor

ATTEST:

City Clerk

RFI Summary 3.31.21

Company Name	Billboard Location	Type	Size	Height	Lease/Own	Lease Term
Clear Channel	7443 Hwy 10	16-20 mm Double sided horizontal digital	Horiz. 14'H X 48'W (672 SF)	45'	Land Lease	20 years
iDigital Media	Option 1 (NE Corner of Ramsey and 10) (City) (Willing to move) (7443 Hwy 10 NW OK)	10mm Double sided vertical/horizontal digital	Horiz. 14'H X 48'W (672 SF)	35'	Land Lease	min. 10, 35 preferred w 2 - 10 year options
iDigital Media	Option 2 - 2 locations (NW Corner of Sunfish and 10, and Hwy 10 /Armstrong Eastbound /County/Bridge)(Willing to move) (7443 Hwy 10 NW OK)	10mm Double sided vertical/horizontal digital	Verti. 41'H X 16'W (656 SF)	48'	Land Lease	min. 10, 35 preferred w 2 - 10 year options
Lamar	28-32-25-42-0002 Majestic Holdings on RFI but likely should be 28-32-25-43-0002 (7443 Hwy 10 NW)	19-23 mm Double sided horizontal digital	Horiz. 10.6' X 36' (381.6 SF)	35'	Land Lease	20 years

	Lease Rate	Ad time	Advertising for City	Advertising for Local Biz	AD rates	Ordinance Suggestions
Clear Channel	\$70,000 per year. (\$2,916/face/month) 2% inflator	8 slots / 8 sec. dwell	Free / up to 20 hrs / face / month, 9000 8s. PSA, PSA's, City, Community Events, Ad Production	Preferred Rates (25% discount) (subject to changing market conditions) \$1,425/slot	Standard Rate - 4 week slot (subject to changing market conditions) \$1900/slot	Yes
iDigital Media	25% Gross Ad Revenue (\$2,500 per face/month) (up to 60K/year) (5 year ad rate lock for local ramsey businesses; annual increases based upon prime or market conditions)	8 slots / 7 sec. dwell	Free / 50% advertising inventory to City /Local Biz, Also City advertising for events in St Cloud / Northern MN Networks	Reduced rates: (4 week slot) \$995/flight/spot \$795/flight/ 1/2 spot \$495/flight/ 1/3rd spot	Standard Rate: (4 week slot) \$1495/flight/spot \$1195/flight/ 1/2 spot \$795/flight/ 1/3rd spot	No, have experience
iDigital Media	25% Gross Ad Revenue (\$2,500 per face/month) (up to 60K/year) (5 year ad rate lock for local ramsey businesses; annual increases based upon prime or market conditions)	8 slots / 7 sec. dwell	Free / 50% advertising inventory to City /Local Biz, Also City advertising for events in St Cloud / Northern MN Networks	Reduced rates: (4 week slot) \$995/flight/spot \$795/flight/ 1/2 spot \$495/flight/ 1/3rd spot	Standard Rate: (4 week slot) \$1495/flight/spot \$1195/flight/ 1/2 spot \$795/flight/ 1/3rd spot	No, have experience
Lamar	\$12,000 / year	6 slots / 8 sec. dwell	City advertising is Free. One of the 12 slots available (6 each side). Non-profits could also use this space. For Profits cannot use this slot. Can Flip E W Slots if desired	Standard Rates, no reduction. \$2,000 for per 4 week or \$500 per week for one slot.	Standard Rates \$2,000 for per 4 week or \$500 per week for one slot.	Sample given

Scoring of Proposals

	Clear Channel	Idigital Media	Lamar
DDB Quality	2	1	3
DDB Versatility (Layout / slots)	2	1	3
Lease Rate (Revenue)	1	2	3
Lease Term	2	1	2
Availability of Local Advertising	2	1	3
Cost of Local Advertising	2	1	3
Availability of City Advertising	2	1	2
Cost of City Advertising	1	1	1
Sign Location	2	1	2
Ordinance Experience	2	3	1
	18	13	23
	2nd	1st	3rd



DIGITAL CAPABILITY STATEMENT

CORPORATE PROPOSAL

COMPANY INFO:

iDigital Outdoor, LLC

Legal Structure/Ownership: Limited Liability Company

3235 Oak Ridge Loop, E. West Fargo, ND 58078

Phone Number: 701-552-6611

Fax Number: 701-212-4714

Website: idigitaloutdoor.com

Employee Size: 10

Primary Contact:

Josh Gilleland

CEO

josh@idigitaloutdoor.com



ABOUT US:

DUNS: 083196668 - TIN:82-1123316

City of Ramsey,MN:

At iDIGITAL Outdoor we are community focused. Our goal is to work with the City of Ramsey, local tourism bureau, EDA and the Chamber of Commerce to help grow the local economy. We do this by offering lower advertising rates on our billboard to local businesses on a first come basis before we try to sell any advertising space to national companies not from the area. We also work hand in hand with local emergency services agencies to help them advertise when they have special events or services needed. A few examples would be the Elmcrest Art Fair, Happy Days, Game Fair, or the Night to Unite. We want to make sure our structures are pleasing not only to the eye but to the environment. We utilize 100% recyclable vinyl on our static advertisements of our displays. We only use LED lights which are 70%+ more efficient than their standard halogen counterparts. We strive to make sure our structures are the most aesthetically pleasing to the eye as possible. We customize the structure to blend in with its surroundings. We will stone the base of the sign in accordance to the city's sign plan and to match the color scheme City of Ramsey's current digital signage on Hwy 10.

Since 2017, iDigital Outdoor has been providing powerful dynamic advertising campaigns to the States of North Dakota, South Dakota and Minnesota. We have offices in St Cloud, MN and Fargo, ND specializing in outdoor (digital and vinyl) advertising along with digital mobile advertising, with billboard locations in prominent markets throughout North Dakota, South Dakota and Minnesota. We have been involved with helping the cities of Warroad, MN and Tea, SD change and/or rewrite some of their city code ordinances/policies regarding off-premise digital signage. This helped create a balance and reduce fear some community members felt about digital billboards and make sure those members voices were heard loudly (by putting measures in place allowing only so many digital billboards inside the city limits and by creating boundaries or spacing requirements). We have become members of both Chambers of Commerce and very much a part of those communities. We have high school students learning to create and schedule ads on our boards for their community and school functions etc.

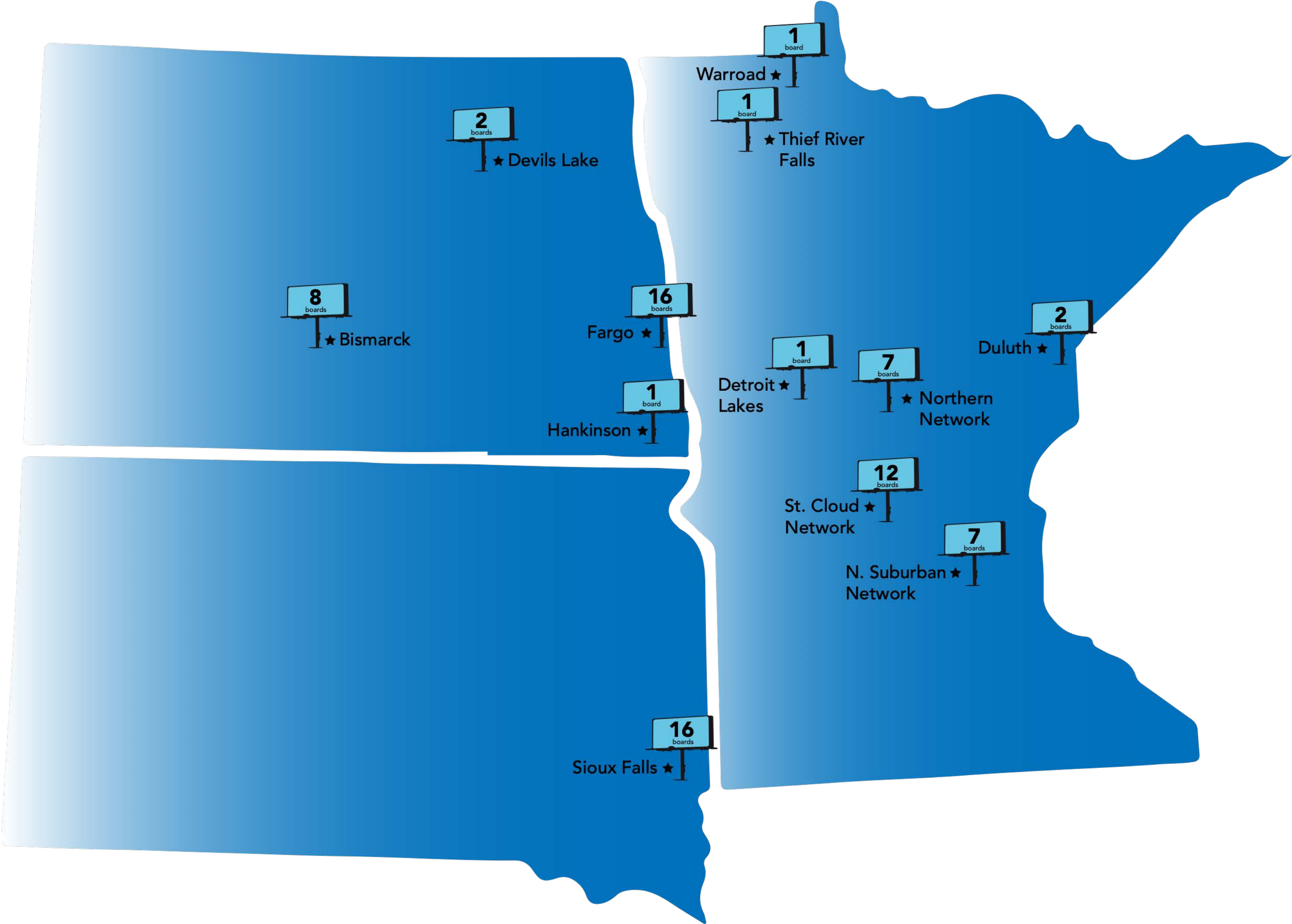
iDigital Outdoor is highly capable of installing digital billboards and meeting the requirements with thorough execution from beginning to end.

iDigital Outdoor delivers the type of advertising that is being sought out by the local business owners.

iDigital Outdoor is offering the City of Ramsey to advertise their local events and functions on our St. Cloud and Northern MN networks at no cost based on open inventory.



MARKETS & NUMBER OF DIGITAL BILLBOARDS



CORE COMPETENCIES

Full service outdoor advertising company.

Digital billboards located in smaller communities in North Dakota, South Dakota and Minnesota.

Have been successful in the installation of both vertical and horizontal digital billboards. iDigital is the first and only in the State of North Dakota to offer vertical billboards.

Rotational network advantages to ensure maximum coverage in any of our locations that are desired by the City of Ramsey businesses.

We will create Powerful creatives that will resonate with the client's audiences at no additional cost to local businesses.

Digital formatting allows you to bypass production cost and change your message frequently.

Detailed reporting services throughout advertising campaigns.

DIFFERENTIATORS

- We sell fractional ad spaces to local businesses to make advertising more affordable for them on our vertical billboards. As far as we are aware, we are the only company in the US currently offering this. You can see on our slide #7 rendering what I am referring to as well as on slide #13 where we reference 1/3 and 1/2 slot rates. Also please note on slide #7 the green verbiage on the top of the ads. We add this to help guide traffic to your local businesses by pointing the way.
- iDigital Outdoor will offer the City of Ramsey local businesses the opportunity to purchase digital on-premise signs at a discounted price through our partner RHL, Inc in St. Cloud, MN.
- iDigital Outdoor will display Amber Alerts and any PSA's needing to be broadcasted to the community.
- iDigital Outdoor will work with the local high schools and their Computer Science, Digital Media, Graphic Design and Marketing classes where there are opportunities to have students learn to create and schedule ads for school and community functions. This also opens the door to possibly have those classes earn college credits
- iDigital Outdoor is offering the City of Ramsey to advertise their local events and functions on our St. Cloud and Northern MN networks at no cost based on open inventory.



PROJECT TEAM & EXPERTISE

iDigital Outdoor has a core group of leading talent in strategic advertising, campaign planning, and implementation. iDigital Outdoor is proud to house a dynamic creative team skilled in graphic design and creative concepts.

Josh Gilleland – CEO,
josh@idigitaloutdoor.com
(701) 262-3366

Andy Solheim – CFO,
andy@idigitaloutdoor.com
(952) 666-9695

Paul Hilt – President of Business Development,
paul@idigitaloutdoor.com
(701) 630-4466

Julie Halverson – Sales Manager,
julie@idigitaloutdoor.com
(701) 799-9397

Taylor Danielson – Community Relations Manager,
taylor@idigitaloutdoor.com
(651) 399-4245

Jeremy Martin – Creative Director,
jeremy@idigitaloutdoor.com
(701) 400-1999



RAMSEY BLVD EXIT & HWY 10

VERTICAL OPTION

Double Faced 10mm Digital

Size: 16' x 41'



Northwest Facing



Southeast Facing

RAMSEY BLVD EXIT & HWY 10

HORIZONTAL OPTION

Double Faced 10mm Digital

Size: 14' x 48'



Northwest Facing



Southeast Facing

SUNFISH LAKE BLVD EXIT & HWY 10

VERTICAL OPTION

Single Face 10mm Digital

Size: 16' x 41'



Southeast Facing

ARMSTRONG BLVD EXIT & HWY 10

VERTICAL OPTION

Single Face 10mm Digital

Size: 16' x 41'



Northwest Facing

7443 HWY 10 NW

HORIZONTAL OPTION

Double Faced 10mm Digital

Size: 14' x 48'



Northwest & Southeast Facing

7443 HWY 10 NW

VERTICAL OPTION

Double Faced 10mm Digital

Size: 16' x 41'



Northwest & Southeast Facing

EXPERIENCE

Dakota Magic Casino (20'h X 60'w horizontal), Hankinson, ND – See exhibit A.

Lake Country Chevrolet (10'h X 30'w horizontal), Warroad, MN – See exhibit B.

Viaduct downtown Sioux Falls (14'h X 48'w horizontal), Sioux Falls, SD – See exhibit C.

Ruby Tuesday's (11'w X 27'h vertical), Fargo ND – See exhibit D.

O'Kelley's (10'h X 30'w horizontal), Fargo, ND – See exhibit E.

Warroad, MN

Thief River Falls, MN

Tea, SD

EXPERIENCE



Exhibit A



Exhibit B



Exhibit C



Exhibit D

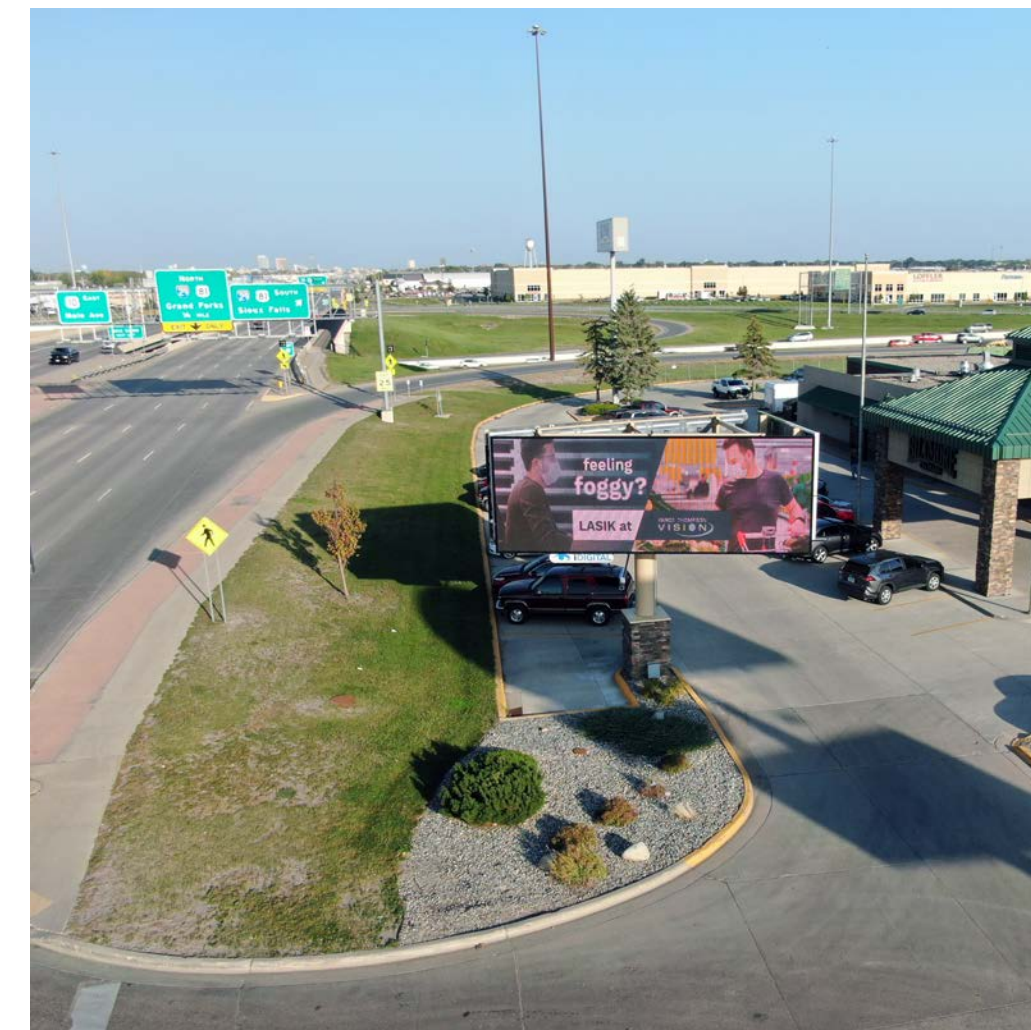


Exhibit E

- Dakota Magic Casino (20'h X 60'w horizontal), Hankinson, ND – See exhibit A.
- Lake Country Chevrolet (10'h X 30'w horizontal), Warroad, MN – See exhibit B.
- Viaduct downtown Sioux Falls (14'h X 48'w horizontal), Sioux Falls, SD – See exhibit C.
- Ruby Tuesday's (11'w X 27'h vertical), Fargo ND – See exhibit D.
- O'Kelley's (10'h X 30'w horizontal), Fargo, ND – See exhibit E.

Markets we have been successful in adding digital billboards where they were not allowed prior.

Warroad, MN
Thief River Falls, MN
Tea, SD



REFERENCES

Kelner Communications - Karen Kelner(owner) - Ad Agency
(701) 478-5800

Midwest Communications - Dan Cash (General Manager) - Client
(701) 715-0119.

Todd DeBates – Landowner
(701) 371-1986

PROJECT SPECIFICATIONS

Size: Dynamic display sign must not exceed 40 X 40 feet. (excluding the base).

14'h X 48'w horizontal OAH 35' with base

16'w X 41'h Vertical OAH 48' with base

Construction, operation and maintenance: Company must construct, operate and maintain sign. **Yes, iDIGITAL can do this as it is what we do in all markets.**

Ramsey Business Advertising and Community Messaging: Ad space must be reserved for both City and local business advertising. Please describe how much space will be reserved for each entity type and if there will be reduced cost to advertise.

We will offer advertising to the City of Ramsey on our St Cloud Network and Northern MN network at no cost based on open inventory for local events etc.

We will reserve 50% of the inventory for both City and local businesses.

Advertising rates.

8 slots per face with 7 second dwell/hold times

Local rates:

\$995/flight/spot

\$795/flight/ 1/2 spot

\$495/flight/ 1/3rd spot

Retail rates:

\$1495/flight/spot

\$1195/flight/ 1/2 spot

\$795/flight/ 1/3rd spot

Duration: Commitment to a minimum of a 10-year agreement. **We would like to see a 35-year lease with two 10 year options ideally.**

PROJECT SPECIFICATIONS

Ordinance Compliance/Changes: Construction and operation of the proposed dynamic display billboard will likely result in the need for City Ordinance amendments. Please include experience in working with Ordinance amendments.

We have had members of our team work on changing city ordinances and help rewrite city sign codes in the following cities:

Detroit lakes, MN – This led allowing digital billboards being allowed, new spacing requirements, minimum/maximum sizing and heights specifications and setting minimum/maximum dwell times.

Dickinson, ND – This led allowing digital billboards being allowed, new spacing requirements, minimum/maximum sizing and heights specifications and setting minimum/maximum dwell times.

Warroad, MN – This led to having one of the first digital billboards installed on a scenic byway in MN since the early 1990's. In the State of MN sign ordinances there is window of opportunity that allows local businesses alongside scenic byways the ability to install a digital billboard for the local businesses to utilize for advertising.

Tea, SD – This led allowing digital billboards being allowed, new spacing requirements, minimum/maximum sizing and heights specifications and setting minimum/maximum dwell times.

City Owned Parcels: The City is open to a location currently owned (or planned to be owned after pending Highway 10 Improvements) to locate a billboard. In that case, please provide detail on the financial structure of lease rates and/or revenue cost-share. ***iDigital Outdoor will pay the landowner 25% of gross revenue for all ads sold. Based on our rates listed above at 100% occupancy the landowner would receive, defendant upon the blended rate of local and national advertisers, roughly \$ 2,500 per digital sign face installed per month.***

**City of Ramsey
Requests for Interest
Dynamic Display Billboard**

Introduction

The City of Ramsey is requesting proposals from qualified businesses to construct and operate a Dynamic Display Billboard in the City of Ramsey. Please provide the business contact information below:

Company information

Business Name: Lamar Outdoor Advertising
Street Address: 1025 Rook Rd. NE, Sauk Rapids, MN 56379
Website: www.lamar.com
References:

Project Team (enter multiple members if applicable)

Name: William Devine
Role: Operations Manager
Email: wdevine@lamar.com
Phone: 320.253.3000 ext 113

Experience

Please provide example(s) of dynamic display billboard projects completed by your business. For each example, please describe how the project was funded for construction and how billboard was operated.

Project Specifications/Required Submittals Funded In house ; Operated remotely

Please include specifications/narrative to demonstrate how you will comply with the following.

- ✓ **Location:** Adjacent to US Highway 10/169 in the City of Ramsey city limits (proximity to COR preferred). Please provide Site Location Map (including legal description and PID) and Site Ownership of proposed site(s).
- ✓ **Size:** Dynamic display sign must not exceed 40 X 40 feet. (excluding the base). 10.6 X 36
- ✓ **Sign Base:** Sign base must be consistent/complimentary with City sign plan and branding. (please consult with Ramsey Zoning Staff at 763-433-9821).
- ✓ **Sign Graphics:** Virtual renderings of dynamic display sign for east bound and west bound traffic are required for location(s)
- ✓ **Construction, operation and maintenance:** Company must construct, operate and maintain sign

Ramsey Business Advertising and Community Messaging: Ad space must be reserved for both City and local business advertising. Please describe how much space will be reserved for each entity type and if there will be reduced cost to advertise

Duration: Commitment to a minimum of a 10-year agreement

Ordinance Compliance/Changes: Construction and operation of the proposed dynamic display billboard will likely result in the need for City Ordinance amendments. Please include experience in working with Ordinance amendments.

City Owned Parcels: The City is open to a location currently owned (or planned to be owned after pending Highway 10 Improvements) to locate a billboard. In that case, please provide detail on the financial structure of lease rates and/or revenue cost-share.

Lamar Co # 157

This Instrument Prepared by:
James R. McIlwain
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808

____XXX New
____Renewal
____Lease #



James R. McIlwain

SIGN LOCATION LEASE

THIS LEASE AGREEMENT, made this **1st** day of **March, 2021**, by and between:

CITY OF RAMSEY

(hereinafter referred to as “Lessor”) and **THE LAMAR COMPANIES** (hereinafter referred to as “Lessee”), provides
WITNESSETH

“LESSOR hereby leases to LESSEE, its successors or assigns, as much of the hereinafter described lease premises as may be necessary for the construction, repair and relocation of an outdoor advertising structure (“sign”), including necessary structures, advertising devices, utility service, power poles, communications devices and connections, with the right of access to and egress from the sign by LESSEE’S employees, contractors, agents and vehicles and the right to survey, post, illuminate and maintain advertisements on the sign, and to modify the sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by local and state law, and to maintain telecommunications devices or other activities necessary or useful in LESSEE’S use of the sign. Any discrepancies or errors in the location and orientation of the sign are deemed waived by LESSOR upon LESSOR’S acceptance of the first rental payment due after the construction of the sign.

The premises are a portion of the property located in the County/Parish of **ANOKA**, State of **MINNESOTA**, more particularly described as:

7575 Hwy 10 NW, Ramsey, MN 55303; P.I.D 28-32-25-42-0002

1. This Lease shall be for a term of twenty (20) years commencing on the first day of the calendar month following the date of completion of construction of the sign, or, if this is a renewal Lease, the term and payments begin TBD (“commencement date”).

LESSEE may renew this Lease, for an additional term, of equal length, on the same terms and conditions. Said renewal term shall automatically go into effect unless LESSEE shall give to LESSOR written notice of non-renewal at least sixty (60) days prior to the expiration of the original term.

2. LESSEE shall pay to LESSOR an annual rental of **TWELVE THOUSAND AND NO/100(\$12,000.00) Dollars**, payable in advance in equal installments of with the first installment due on the first day of the month following commencement. Rent shall be considered tendered upon due mailing or attempted hand delivery during reasonable business hours at the address designated by LESSOR, whether or not actually received by LESSOR. Should LESSEE fail to pay rent or perform any other obligation under this lease within thirty (30) days after such performance is due, LESSEE will be in default under the lease. In the event of such default, LESSOR must give LESSEE written notice by certified mail and allow LESSEE thirty (30) days thereafter to cure any default.

3. LESSOR agrees not to erect or allow any other off-premise advertising structure(s), other than LESSEE’S, on property owned or controlled by LESSOR within two thousand (2000) feet of LESSEE’S sign. LESSOR further agrees not to erect or allow any other obstruction of highway view or any vegetation that may obstruct the highway view of LESSEE’S sign. LESSEE is hereby authorized to remove any such other advertising structure, obstruction or vegetation at LESSEE’S option.

4. LESSEE may terminate this lease upon giving thirty (30) days written notice in the event that the sign becomes entirely or partially obstructed in any way or in LESSEE’S opinion the location becomes economically or otherwise undesirable. If LESSEE is prevented from constructing or maintaining a sign at the premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, LESSEE may elect to terminate this lease. In the event of termination of this Lease prior to expiration, LESSOR will return to LESSEE any unearned rentals on a pro rata basis.

5. All structures, equipment and materials placed upon the premises by the LESSEE or its predecessor shall remain the property of LESSEE and may be removed by LESSEE at any time prior to or within a reasonable time after expiration of the term hereof or any renewal. At the termination of this lease, LESSEE agrees to restore the surface of the premises to its original condition. The LESSEE shall have the right to make any necessary applications with, and obtain permits from, governmental bodies for the construction and maintenance of LESSEE’S sign, at the sole discretion of LESSEE. All such permits and any nonconforming rights pertaining to the premises shall be the property of LESSEE.

6. LESSOR represents that he is the owner or lessee under written lease of the premises and has the right to make this agreement and to grant LESSEE free access to the premises to perform all acts necessary to exercise its rights pursuant to this lease. LESSOR is not aware of any recorded or unrecorded rights, servitudes, easements, subdivision or building restrictions, or agreements affecting the premises that prohibit the erection, posting, painting, illumination or maintenance of the sign. LESSOR acknowledges that the terms and conditions of this agreement are confidential and proprietary and shall not be disclosed to any third-party without the written consent of LESSEE.

7. In the event of any change of ownership of the property herein leased, LESSOR agrees to notify LESSEE promptly of the name, address, and phone number of the new owner, and LESSOR further agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner at or before closing. In the event that LESSEE assigns this lease, assignee will be fully obligated under this Lease and LESSEE will no longer be bound by the lease. This lease is binding upon the personal representatives, heirs, executors, successors, and assigns of both LESSEE and LESSOR.

8. In the event of condemnation of the subject premises or any part thereof by proper authorities, or relocation of the highway, the LESSOR grants to the LESSEE the right to relocate its sign on LESSOR'S remaining property adjoining the condemned property or the relocated highway. Any condemnation award for LESSEE'S property shall accrue to LESSEE.

9. LESSEE agrees to indemnify LESSOR from all claims of injury and damages to LESSOR or third parties caused by the installation, operation, maintenance, or dismantling of LESSEE'S sign during the term of this lease. LESSEE further agrees to repair any damage to the premises or property at the premises resulting from the installation, operation, maintenance, or dismantling of the sign, less ordinary wear and tear.

10. LESSOR agrees to indemnify LESSEE from any and all damages, liability, costs and expenses, including attorney's fees, resulting from any inaccuracy in or nonfulfillment of any representation, warranty or obligation of LESSOR herein.

11. If LESSOR desires to sell or otherwise transfer any interest in the property upon which the sign is situated, LESSOR grants LESSEE an option to purchase a perpetual easement (servitude) encompassing the sign and the access, utility service and visibility rights set forth herein. LESSEE must elect to exercise this option within thirty (30) days after written notification of LESSOR's desire to sell. LESSEE'S failure to exercise this option within said period shall be a waiver of this option. The price for such easement (servitude) shall be six (6) times the previous Lease year's annual rental paid by LESSEE pursuant to the terms hereof. Closing shall be within thirty (30) days of LESSEE'S exercise of this option.

12. Prior to LESSEE removing its sign, and for five (5) years after such removal, LESSOR grants LESSEE a first right of refusal to match any bona fide agreement of LESSOR with a third party for the purpose of permitting off-premise outdoor advertising on any portion of the leased premises. LESSEE has seven (7) days after LESSOR provides to LESSEE a copy of such agreement executed by such third party to match the terms of such agreement.

13. If required by LESSEE, LESSOR will execute and acknowledge a memorandum of lease suitable for recordation. In addition to the foregoing, LESSOR authorizes and appoints LESSEE as LESSOR'S agent, representative, and attorney in fact for the limited purpose of executing on behalf of LESSOR such memorandum of lease and any amended memoranda of lease that are necessary or desirable to correct, amend, or supplement any matter set forth in such memorandum. LESSOR further authorizes LESSEE to perform all acts that are incidental to or necessary for the execution and recordation of such memorandum or memoranda.

14. This Lease is NOT BINDING UNTIL ACCEPTED by the General Manager of a Lamar Advertising Company.

*** TWO DIGITAL SIGNS E/F & W/F W/6 SLOTS PER SIDE (12 TOTAL). LESSOR WOULD RECEIVE ONE SPOT TO UTILIZE FOR CITY & LOCAL BUSINESS ADVERTISING.

LESSEE: THE LAMAR COMPANIES

LESSOR: CITY OF RAMSEY

BY: _____

BY: _____

MARK D. DEVORE
VICE-PRESIDENT/GENERAL MANAGER

BY: _____

DATE: / /

DATE: / /

763-433-9868
LESSOR'S TELEPHONE NUMBER

LESSOR'S SOCIAL SECURITY NUMBER /
EMPLOYER IDENTIFICATION NUMBER

W-9 Name (as shown on your Income Tax Return)

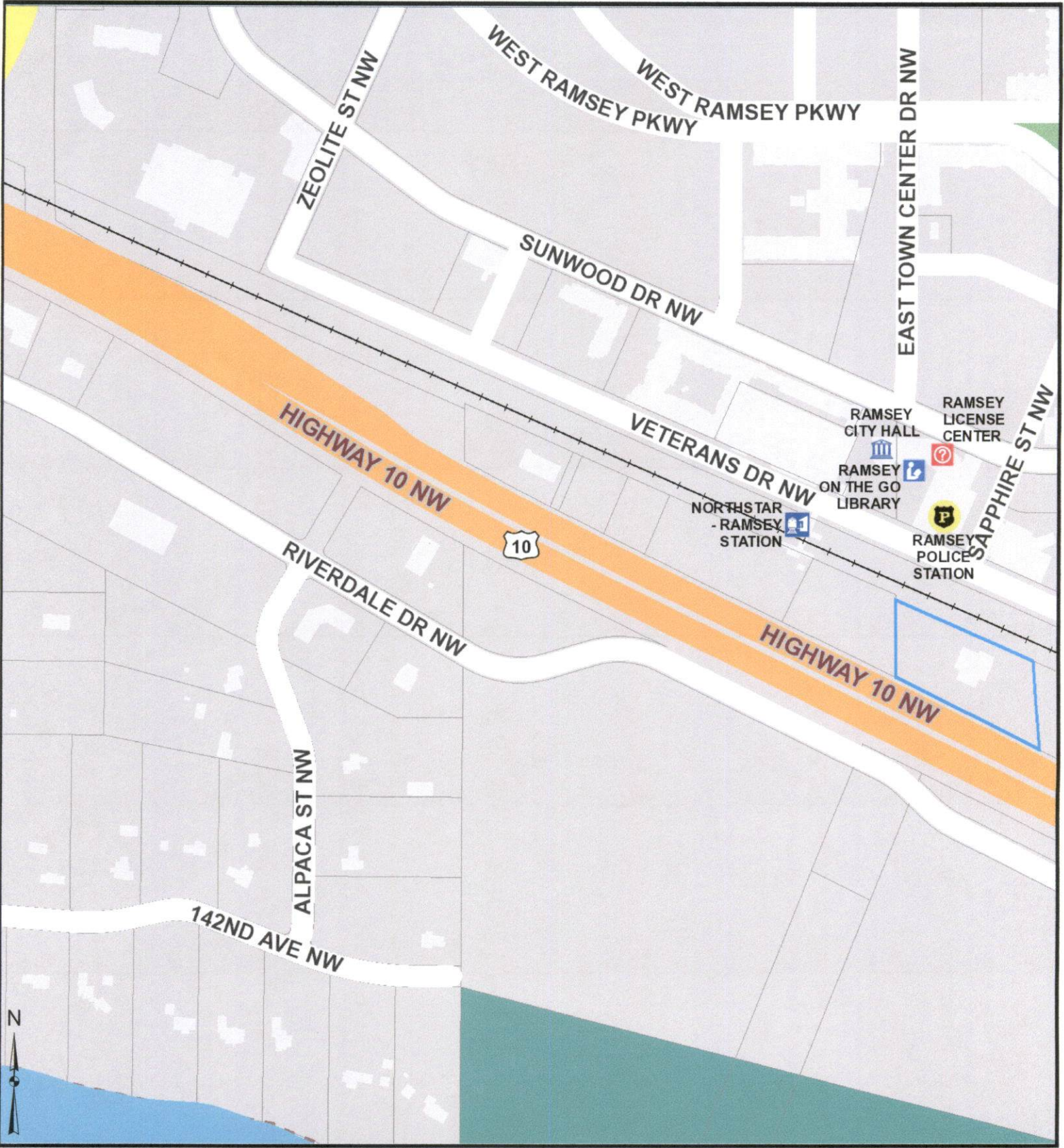
Tax ID Parcel # (for land on which sign is located)

Address of LESSEE:
PO Box 865
St. Cloud, MN 56302

Address of LESSOR:
7550 Sunwood Dr. NW
Ramsey, MN 55303

Witnesses (LESSEE)

Witnesses (LESSOR)



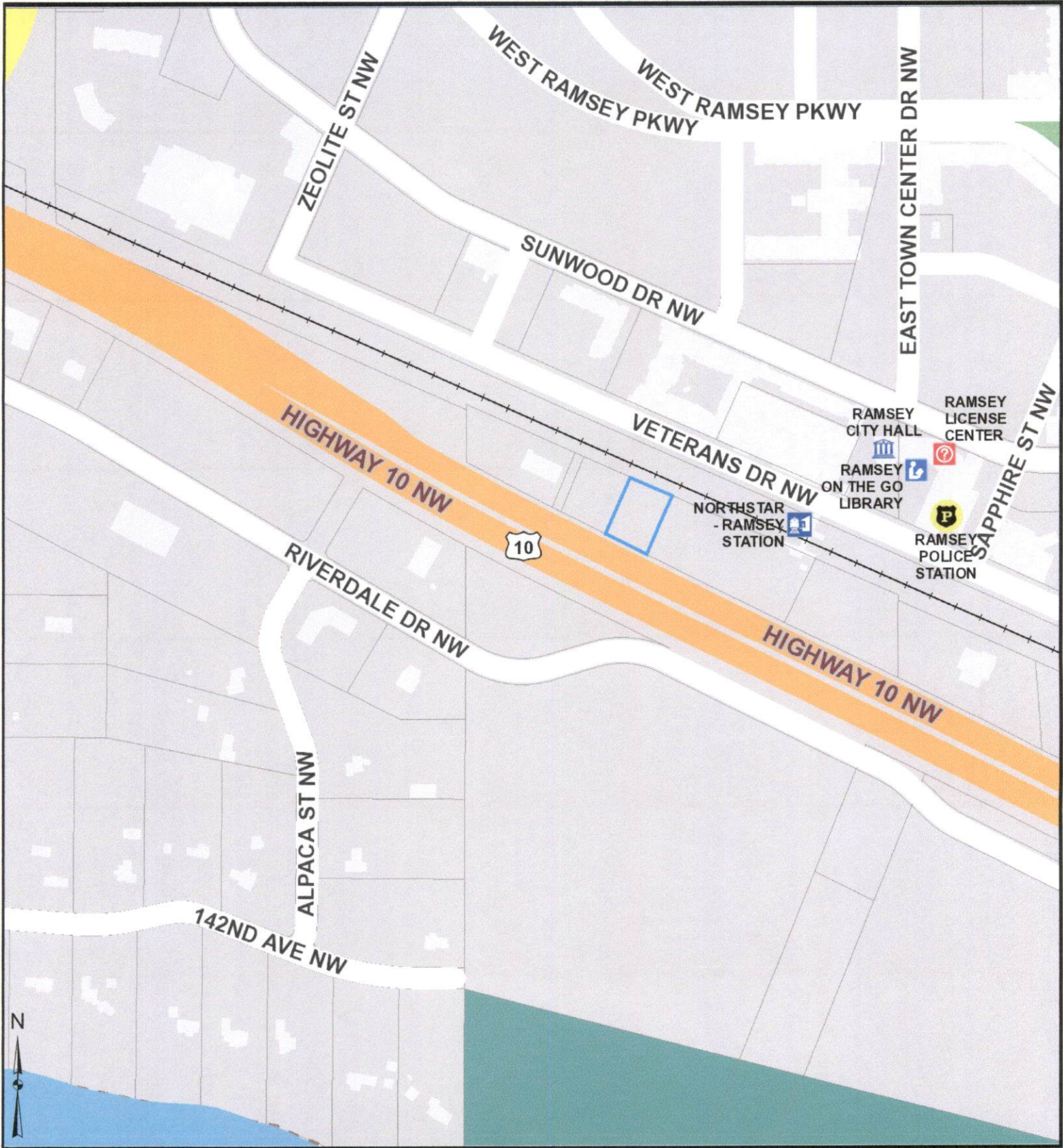
Parcel Information:

28-32-25-42-0002
 7575 HIGHWAY 10 NW
 RAMSEY
 MN 55303
 Plat: AUD SUB NO 34

Approx. Acres: 2.49
 Commissioner: MATT LOOK

Owner Information:

MAJESTIC HOLDINGS LLC
 7575 HWY 10 NW
 RAMSEY
 MN
 55303



Parcel Information:

28-32-25-31-0007

Approx. Acres: 0.61

Commissioner: MATT LOOK

RAMSEY

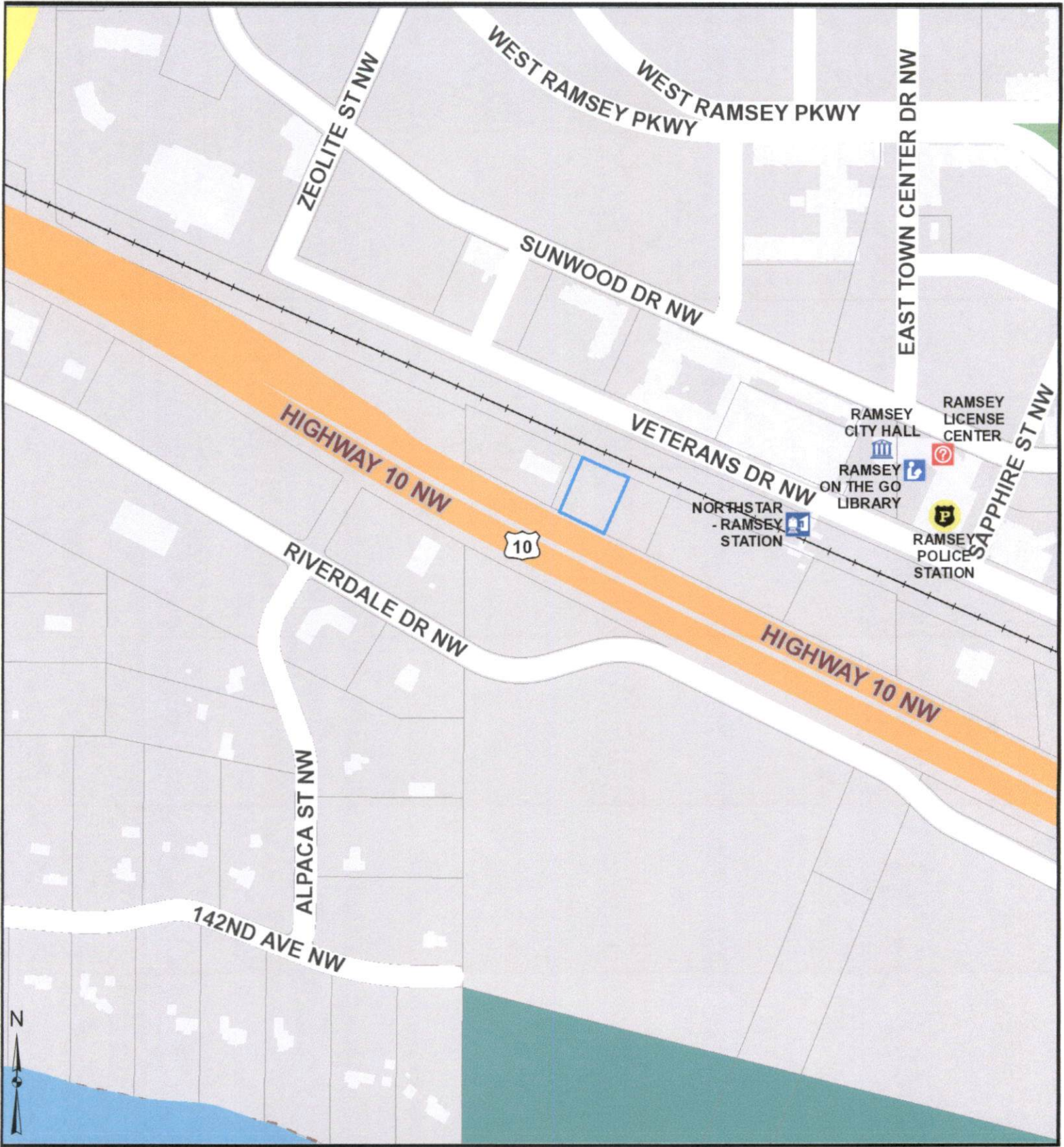
MN 55303

Plat:

Owner Information:

RAMSEY CITY OF
 7550 SUNWOOD DRIVE
 RAMSEY
 MN
 55303





Parcel Information: Approx. Acres: 0.66
 28-32-25-31-0020 Commissioner: MATT LOOK

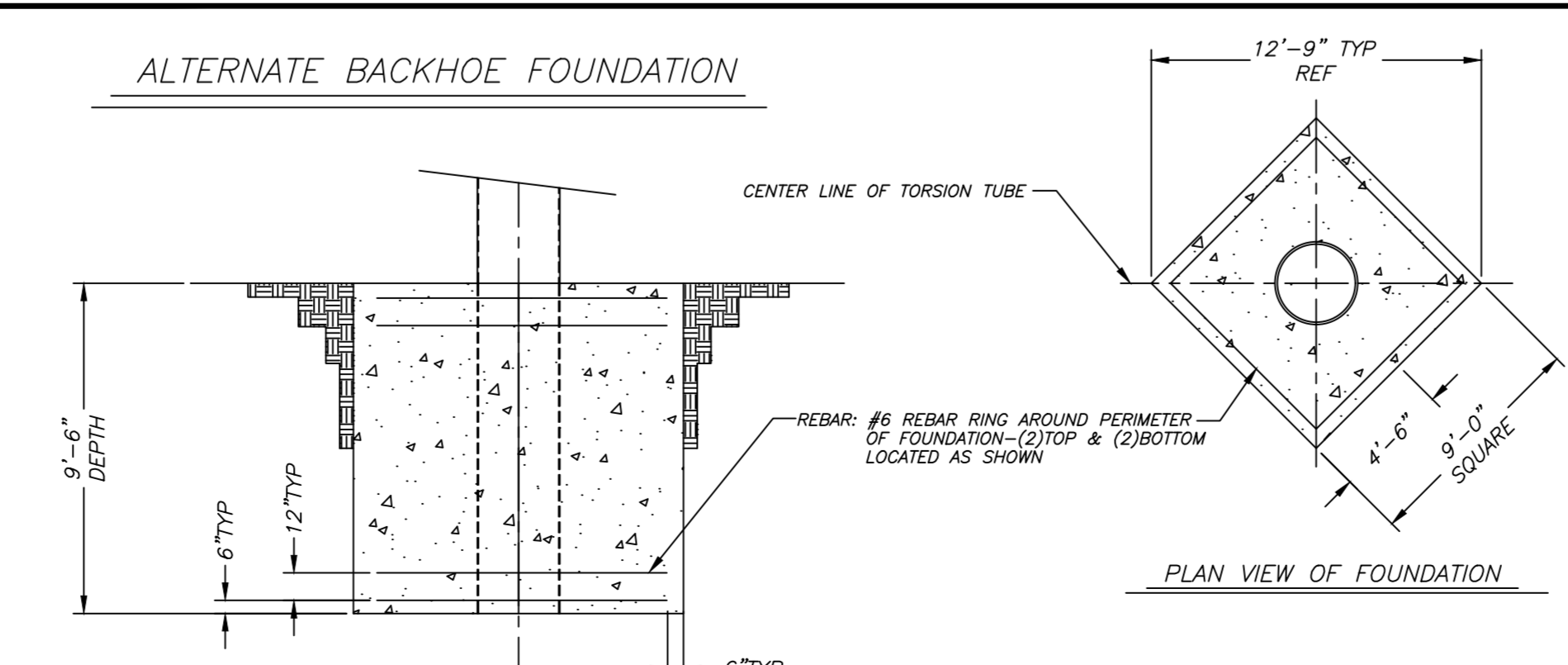
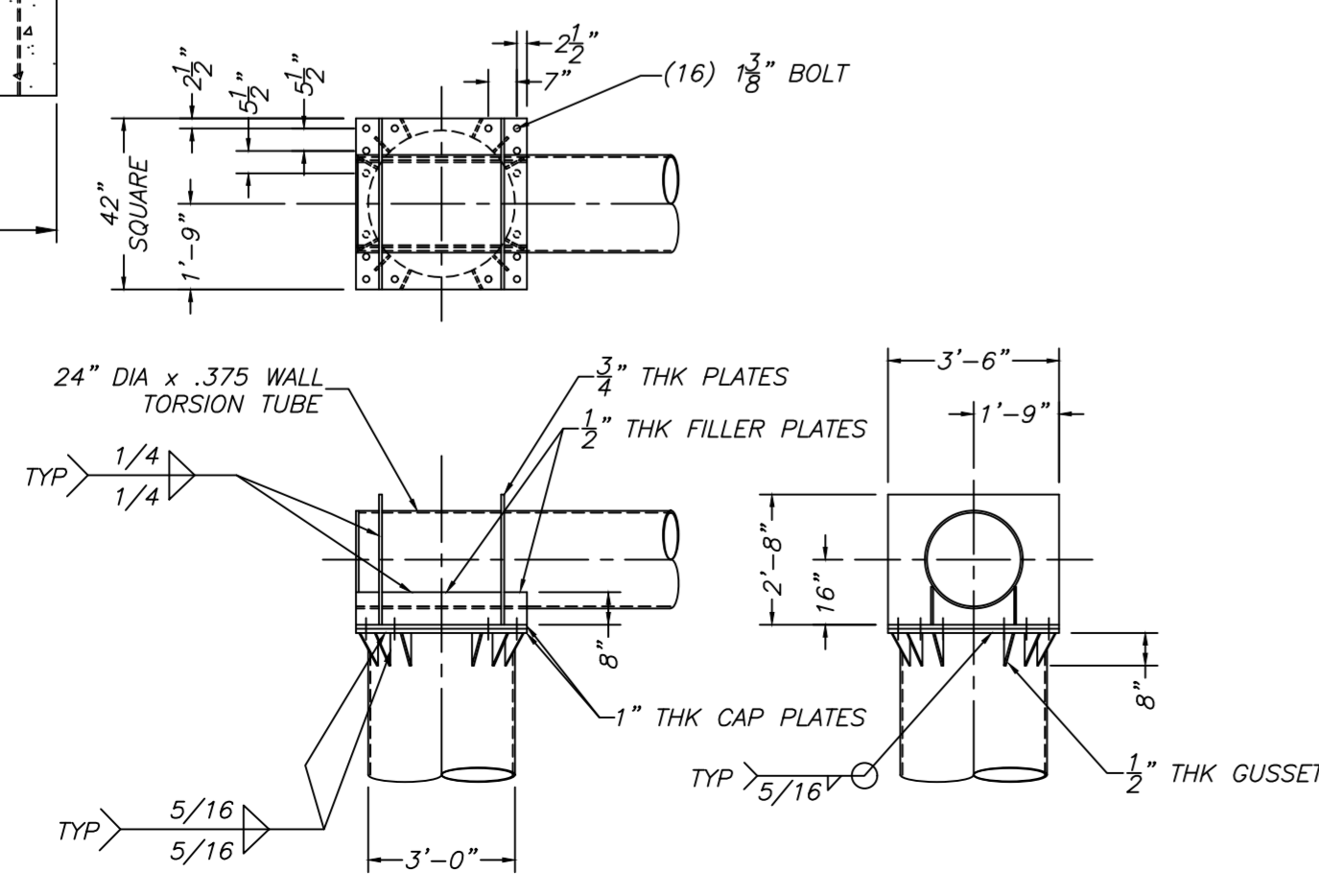
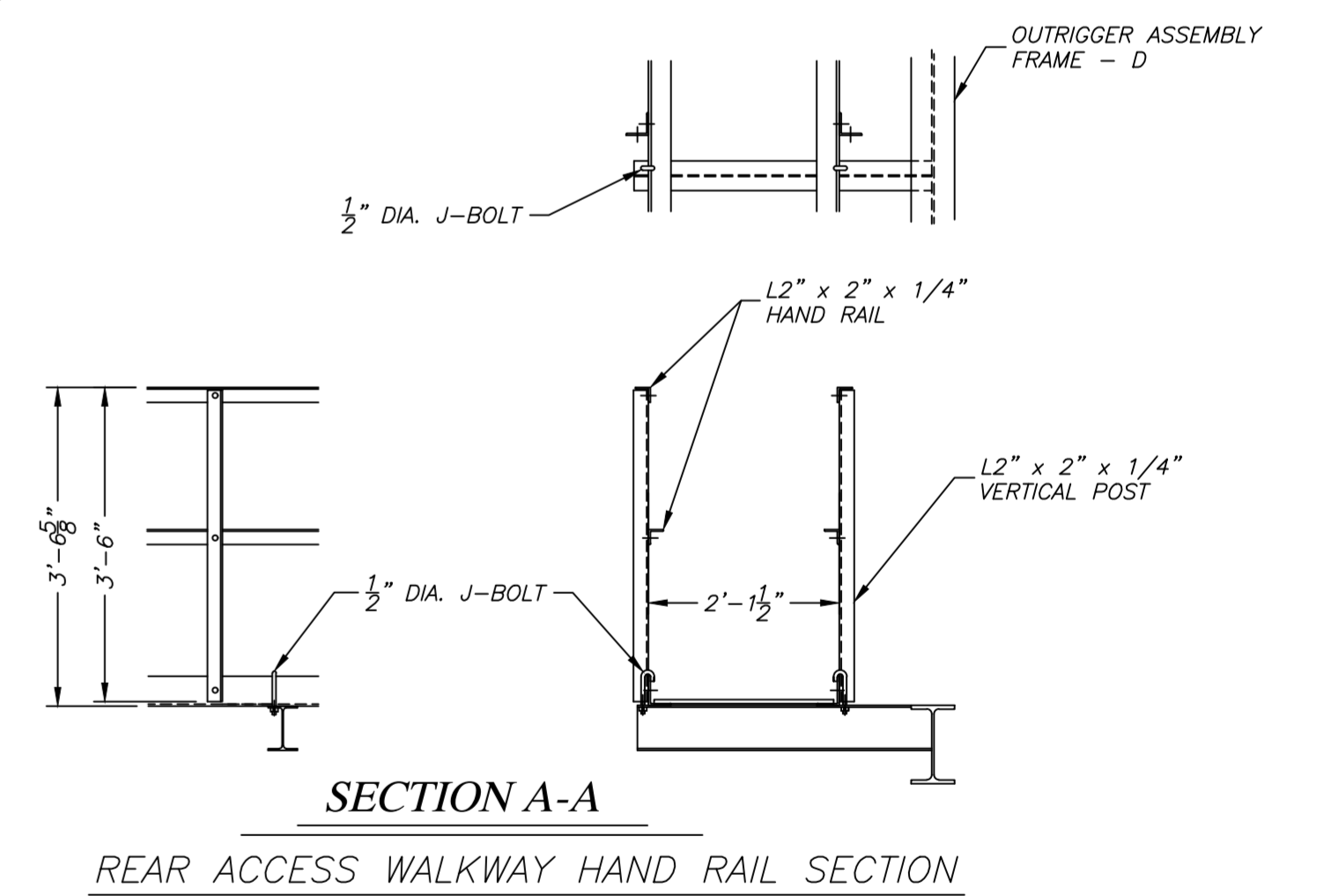
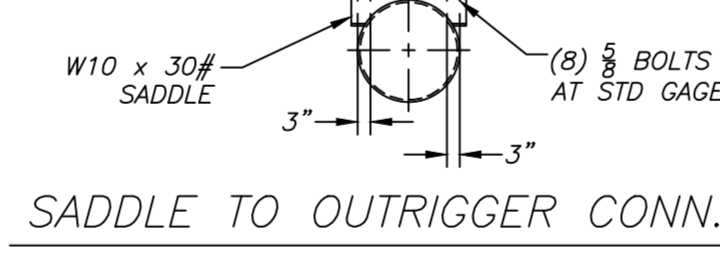
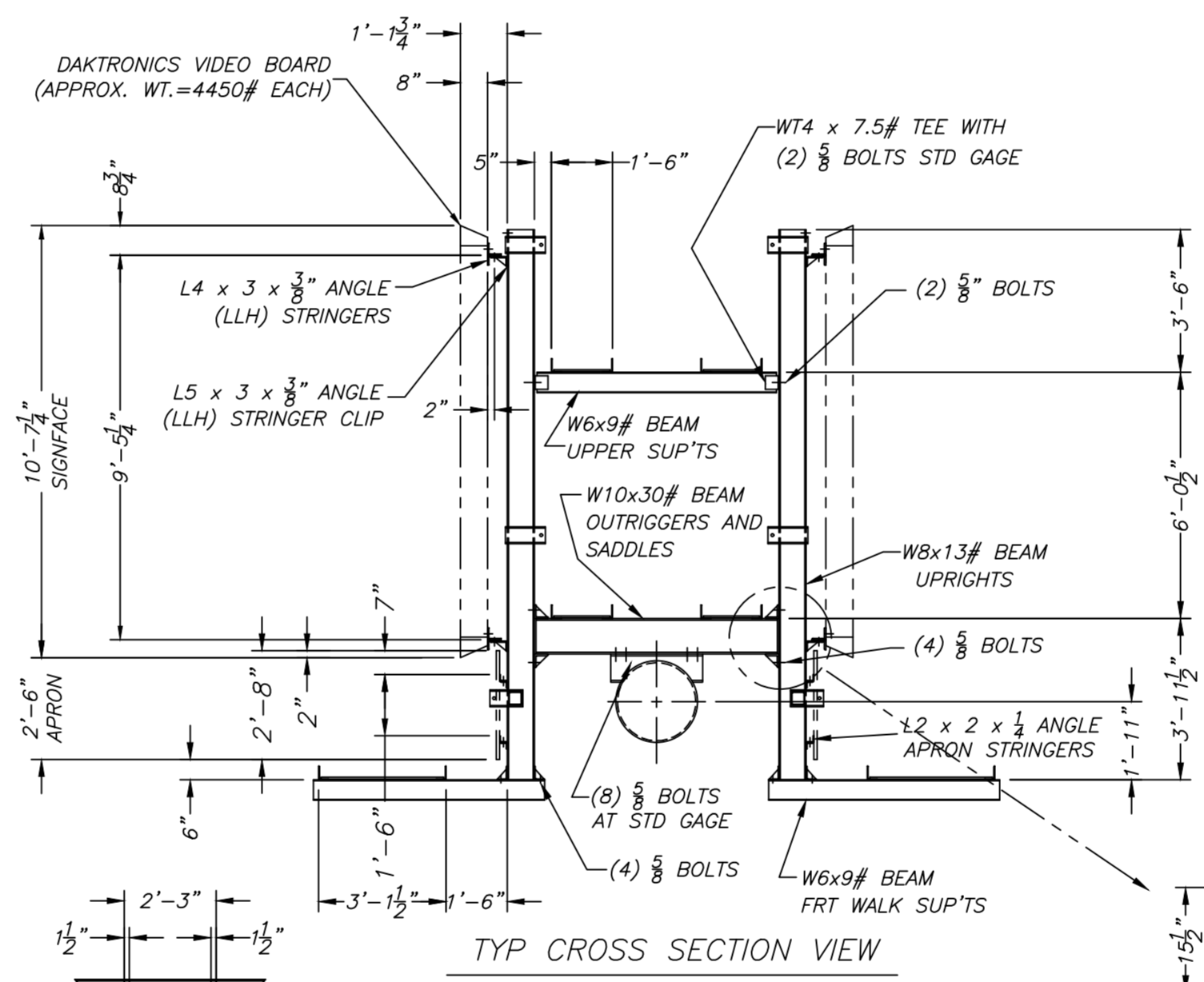
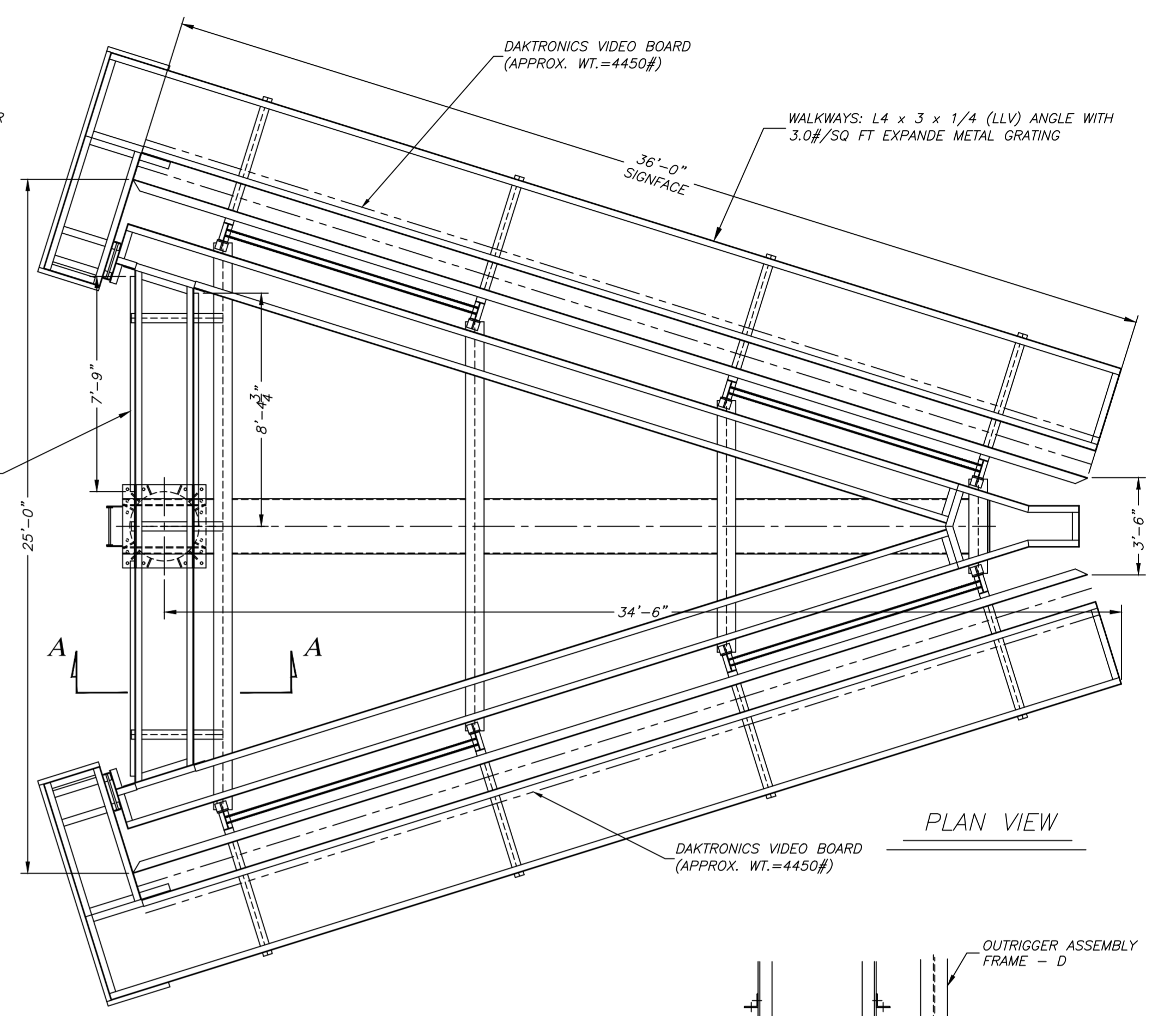
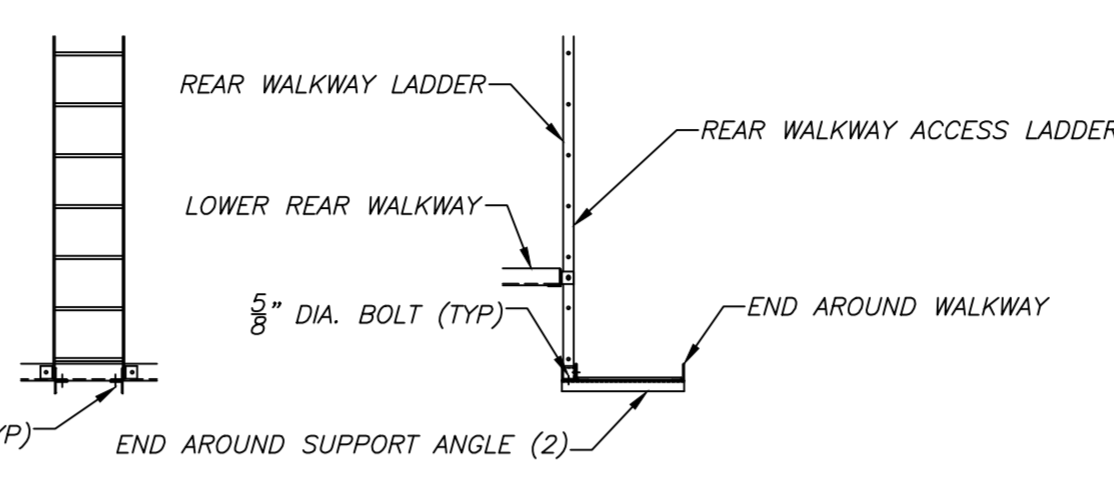
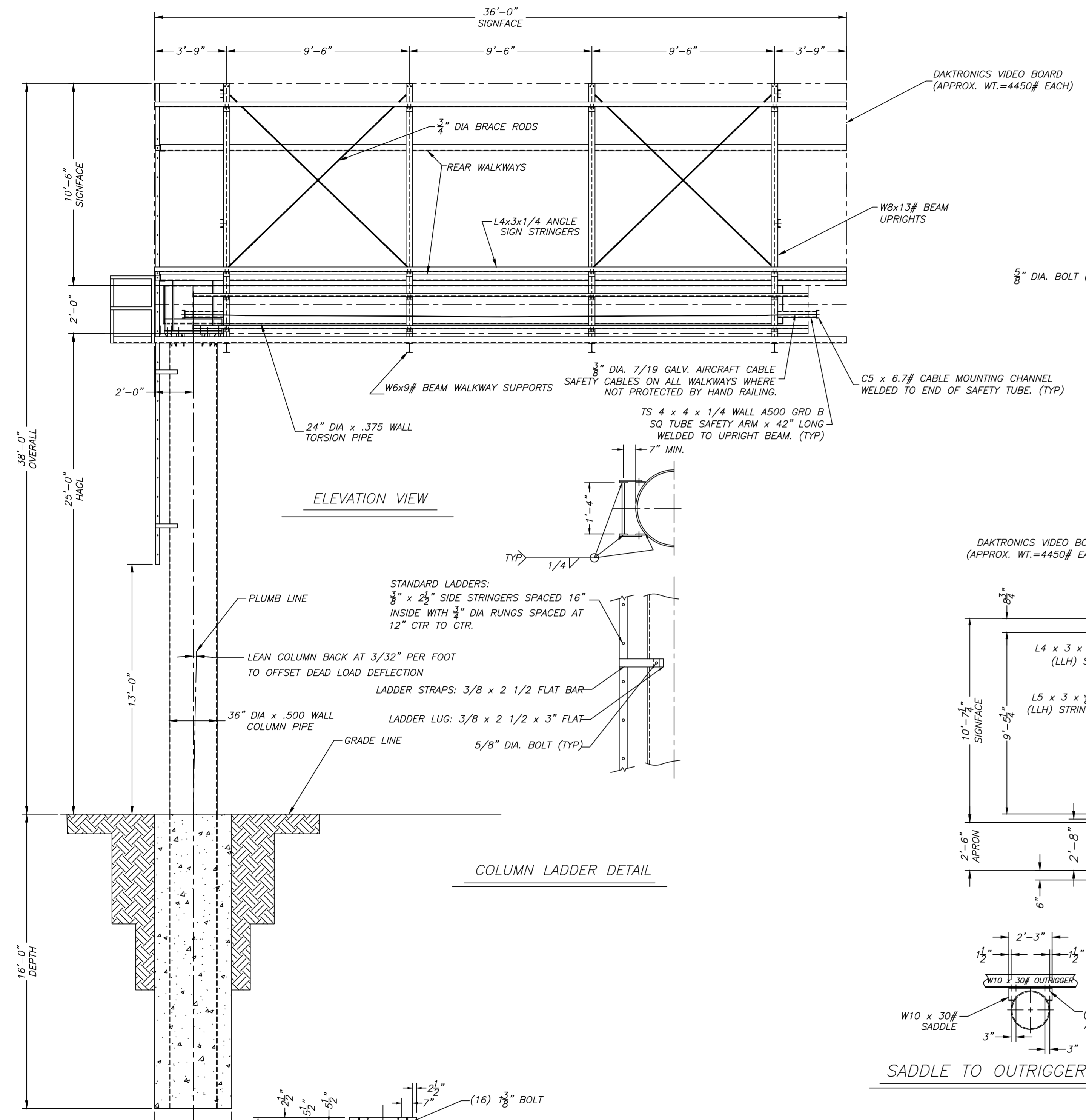
RAMSEY
 MN 55303
 Plat:

Owner Information:

RAMSEY CITY OF
 7550 SUNWOOD DRIVE
 RAMSEY
 MN
 55303



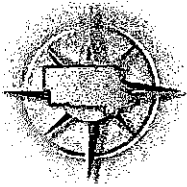
REV.	CHANGE	BY	DATE



- SPECIFICATIONS:**
- STEEL ROLLED "W" BEAM SECTIONS: ASTM A992
 ALL OTHER STEEL ROLLED SECTIONS: ASTM A36
 - PIPE SECTIONS: A.P.I. 5L X42
 - BOLTS: MINIMUM 1/2" DIAMETER UNC
 1/2" DIAMETER: GRADE A307
 5/8" DIAMETER & LARGER: GRADE A325
 - CONCRETE: 3000 P.S.I. @ 28 DAYS.
 - HORIZONTAL SOIL PRESSURE: 300#/SQ FT/FT.
 - DESIGN WIND LOAD: 35 P.S.F.
 - ALL WELDING SHALL BE IN ACCORDANCE WITH AWS STANDARDS USING E-70 ELECTRODES.
 - ALL WALKWAYS TO HAVE SAFETY CABLES
 - REINFORCING BAR: ASTM A-615 GRADE 60

PRODUCTIVITY FABRICATORS

SCALE: NONE
 DATE: 04/07/06
 DRAWN BY: R. SCOTT
 10'6x36' 25'V, (WIDE END) FLAG, 25' HAGL
 LAMAR-ST. CLOUD
 DRAWING NUMBER: 62-9684



APPLICATION FOR REZONING

Environmental Services Department

<http://co.stearns.mn.us/Environment/LandUseandSubdivision>

Administration Center Rm. 343 - 705 Courthouse Square - St. Cloud, MN 56303

320-656-3613 or 1-800-450-0852 - Fax 320-656-6484

Application Fee: \$ _____ File No. P-009281 Receipt No. _____

Property Owner	<u>Lamar OCI North, LLC.</u>	Phone	<u>320-253-3000</u>
Property Owner Email	<u>d.laybach@lamar.com</u>		
Address of Property	<u>1-94 E of Melrose All</u>		
Mailing Address	<u>P.O. Box 865, St. Cloud, MN 56302</u>		
Applicant (if different from above)	_____	Phone	_____
Applicant Email	_____		
Applicant Mailing Address	_____		
Parcel I.D. Number(s)	<u>12.06906.000</u>	Township	<u>125</u> Section <u>01</u>
Legal Description	<u>2.15A 570' of that part of SW4NW4 Lying N 21W of Hwy 1-94</u>		

Staff to Complete

Overlay Districts

- Floodplain Airport Conservation Overlay
 Shoreland: Water Body Name/Number _____ Classification _____

County's Present Zoning District: Ag 40 Proposed Zoning District: Comm non-conf

Proposed acreage to be rezoned: 2.15

County's Future Land Use Map District: Agriculture District

1. Proposed use of the land to be rezoned: To rebuild existing storm damaged billboard structure to its previous condition i.e. 12x48; same location. Two other existing billboard structures which are the principle use of the property.

2. Describe how the proposed rezoning will be compatible with the Comprehensive Plan (see attached Goals and Objectives). Lamar does not anticipate any conflict between adjacent land uses. In addition, Lamar does not anticipate adjacent parcels of land to be ecologically compromised.

3. Township Review : (Twp Name) Grove Date 12/11/2017

(A completed Township recommendation form from the Township stating their comments is required prior to the submittal of this rezoning request.)

Property Owner's Signature [Signature] Date 12/12/17
Applicant's Signature [Signature] Date 12/12/17

Signature of this application authorizes Environmental Services Staff to enter upon the property to perform needed inspections. Entry may be without prior notice.

WHAT HAPPENS NEXT? Staff will review your application and determine if the application is complete. If the application is complete, the application will be scheduled for a Public Hearing with the County Planning Commission who will recommend action to the County Board of Commissioners. It typically takes 2 months from the time a complete application is submitted until the County Board issues final approval or denial of the Rezoning.

REZONING RECOMMENDATION FROM

Grove City TOWNSHIP

The Grove Town Board and/or Planning Commission
(Township Name)

met on 12/11/2017 to discuss the rezoning application submitted
(Date)

by Lamar Advertising of Sauk Rapids, mn
(Applicant) (City, State)

Applicants are requesting to rezone 2.15 acres from the
Ag 40 zoning district to the Commercial zoning district.

Comprehensive Plan Future Land Use Plan designation (Fig. 3.4): Agriculture
Comprehensive Plan Policy Area designation (Fig. 3.3): 194 Corridor

The Town Board and/or Planning Commission recommends

Approval Denial (choose one)

of the proposed rezoning based on the following reasons:

Land was zoned commercial when it was controlled by the township
and was changed to Ag 40 when the county took over zoning in early
2000's. It makes sense to change it back to commercial as it
is the primary use of property.

Does the Town Board see any alternatives to the rezoning request?

NO

Additional Comments:

Township Signature or Seal:

Note: Please attach minutes from the meeting.

clerk Red Shell

Don Schaefer
Bruce Foub
BS 12/11/17

THIS INSTRUMENT WAS DRAFTED BY (NAME AND ADDRESS)
 Kaplan, Straits and Kaplan, P.A.
 5500 Northwest Center
 90 South Seventh Street
 Minneapolis, Minnesota 55402

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANG)
 JEAN G. SCHULTZ
 NOTARY PUBLIC - MINNESOTA
 RAMSEY COUNTY
 My Commission Expires on 01/01/2007

OCC(N) Corp.
 3639 Cass Road
 Traverse City, MI 49685

The documents for the real property described in this instrument should be sent to (include name and address of Grantee)

ADWITABLE OF PERSON TAKING ACKNOWLEDGMENT
[Signature]

The foregoing instrument was acknowledged before me this 30 day of October, 1996, by Murray J. Ryan, the President of Skoglund Communications of St. Cloud, Inc., a corporation under the laws of Minnesota, on behalf of the corporation.

STATE OF MINNESOTA
 COUNTY OF HENNEPIN

28
 1996
 9602219 11/04/1996
 DEED TX 1414313
 P A I D
 \$506.55

By *[Signature]*
 Murray J. Ryan
 Its President
 SKOGLUND COMMUNICATIONS OF ST. CLOUD, INC.

- together with all hereinafter and appurtenances belonging thereto, subject to the following exceptions:
1. Matters of record.
 2. Real estate taxes and installments of special assessments not yet due and payable.
- The seller certifies that the seller does not know of any wells on the described property.

See Exhibit A attached hereto

FOR VALUABLE CONSIDERATION, Skoglund Communications of St. Cloud, Inc., a corporation under the laws of Minnesota, Grantor, hereby conveys and warrants to OCC(N) Corp., a Delaware corporation, Grantee, real property in Stearns County, Minnesota, described as follows:

Date: October 31, 1996
 STATE DEED TAX DUE HEREON: \$ 506.55

NOV 04 1996
 Certificate of Real Estate Value () not required
 Certificate of Real Estate Value No. _____ 19____
 No delinquent taxes and transfer entered;
 by *[Signature]*
 COUNTY ABSTRACT

833299
 96 NOV -4 PM 3:08
 COURT RECORDER
 STEARNS CO., MN
 PATRICIA M. OVERMAN
 My Commission Expires 01/01/2007

North radius 3309.38 feet, central angle 6° 18' 23" a distance of 606.42 feet to a point on the West line of said Southwest Quarter Northwest Quarter (SW 1/4 NW 1/4); said point being 239.73 feet Northernly of the Southwest corner of said Southwest Quarter Northwest Quarter (SW 1/4 NW 1/4) and there terminating, Stearns County, Minnesota.

Together with easement for ingress and egress created by Document No. 685453 and 691207.

(Tract "C")
(Tax Parcel No. 12-0905-06)
(Address: 1-94 E/O Melrose Exit, Grove Twp, MN)
(Abstract Property)
(S176017)

All that part of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section Seventeen (17), Township One Hundred Twenty-five (125) North, Range Thirty-one (31) West, described as follows: Commencing at the Southeast corner of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of said Section 17; thence South 89° 40' 00" West (assumed bearing) along the South line of said Northwest Quarter Southeast Quarter (NW 1/4 SE 1/4) a distance of 350.00 feet; thence South 68° 32' 12" East, parallel with the Southerly right of way line of the Burlington Northern Railroad a distance of 900.00 feet to the point of beginning of the land to be described; thence South 21° 27' 48" West a distance of 334.98 feet, more or less, to its intersection with the Northerly right of way line of the Soo Line Railroad; thence Northeasterly along said Northerly right of way line a distance of 712.30 feet, more or less, to its intersection with the Southerly right of way line of Interstate Highway No. 94, as now built and constructed; thence Northwesterly along said Southerly right of way line a distance of 333.50 feet, more or less, to its intersection with a line which bears North 21° 27' 48" East from the point of beginning; thence South 21° 27' 48" West a distance of 73.59 feet, more or less to the point of beginning.

ALSO: All that part of the Southeast Quarter Southeast Quarter (SE 1/4 SE 1/4) of Section Seventeen (17), Township One Hundred Twenty-five (125), Range Thirty-one (31) lying Northerly of the North right of way line of the Soo Line Railroad and Southerly of Line A described below: Commencing at the Southeast corner of the Northwest Quarter Southeast Quarter (NW 1/4 SE 1/4) of said Section 17; thence South 89° 40' 00" West (assumed bearing) along the South line of said Northwest Quarter Southeast Quarter (NW 1/4 SE 1/4) a distance of 350.00 feet; thence South 68° 32' 12" East, parallel with the Southerly right of way of the Burlington Northern Railroad a distance of 500.00 feet; thence South 21° 27' 48" West a distance of 400.00 feet to the point of beginning of Line A; thence South 68° 32' 12" East a distance of 336.97 feet, more or less, to its intersection with the Northerly right of way line of the Soo Line Railroad and there terminating, Stearns County, Minnesota.

ALSO: That part of the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section Seventeen (17), Township One Hundred Twenty-five (125), Range Thirty-one (31), Stearns County, Minnesota, described as follows: Commencing at the Southeast Corner of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of said Section Seventeen (17); thence South 89 degrees 40 minutes 00 seconds West (assumed bearing) along the South line of said Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) for a distance of 350.00 feet, thence South 68 degrees 32 minutes 12 seconds East, parallel with the Southerly line of the right of way of the Burlington Northern Railroad as the same is now constructed; for a distance of 378.12 feet to the west line of said Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section Seventeen (17); thence South 00 degrees 46 minutes 33 seconds East along said west line for a distance of 432.15 feet, thence South 68 degrees 32 minutes 12 seconds East, parallel with the said south right of way line of the Burlington Northern Railroad for a distance of 295.29 feet to the north right of way line of the Soo Line Railroad and to the point of beginning of the land to be described said point being on a 3719.72 foot radius curve, concaved to the north; thence easterly along said right of way line, along said curve, the chord of said curve bears North 75 degrees 55 minutes 43 seconds East and the chord length is 77.45 feet; thence leaving said curve, North 21 degrees 27 minutes 48 seconds East for a distance of 24.58 feet; thence South 75 degrees 55 minutes 43 seconds West for a distance of 119.75 feet to its intersection with a line which bears North 68 degrees 32 minutes 12 seconds West from the point of beginning; thence South 68 degrees 32 minutes 12 seconds East along said line a distance of 34.42 feet to the point of beginning. Containing 1,983 square feet (0.0455 acres).

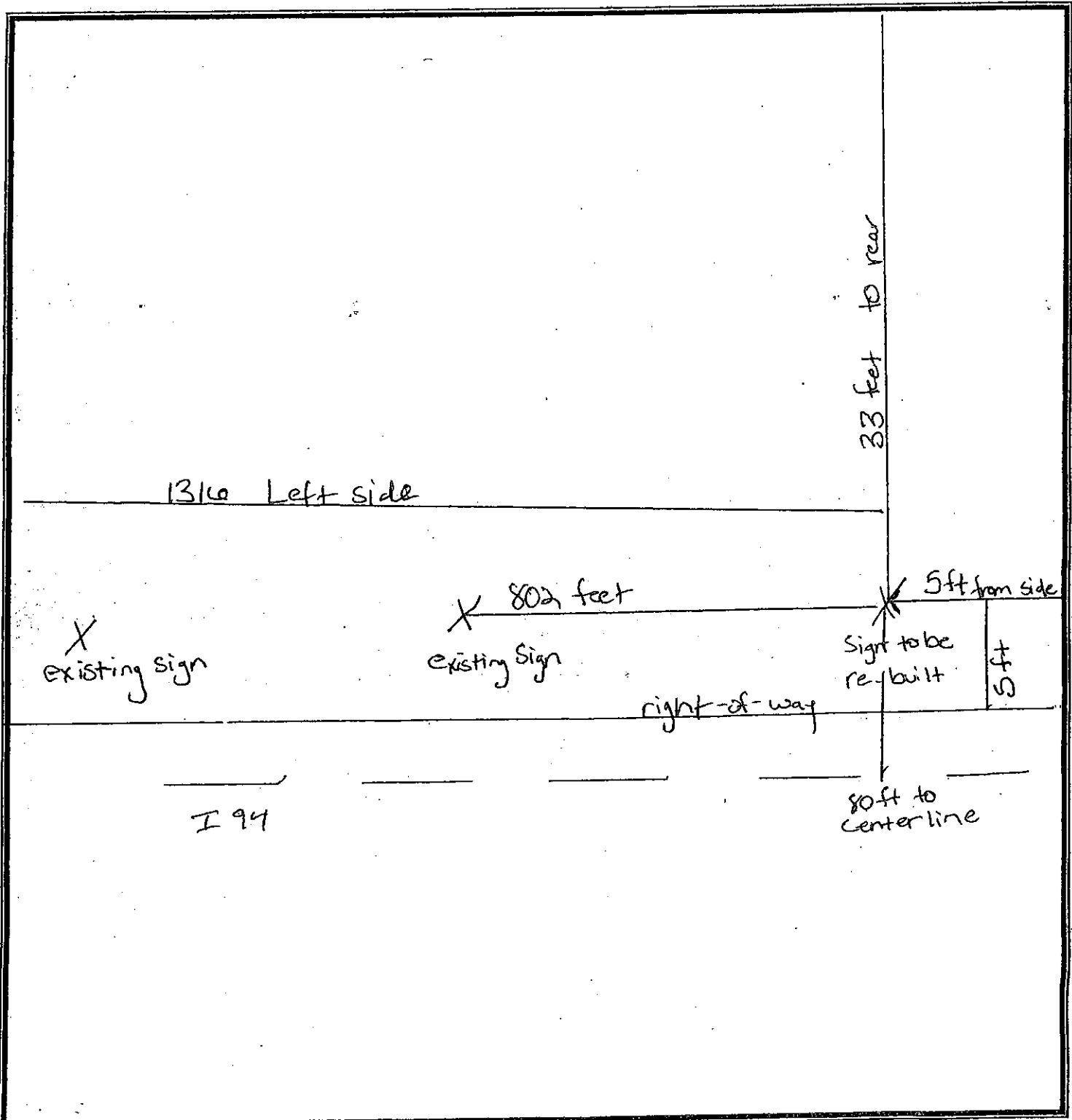
(Tract "B")
(Tax Parcel No. 01-00151-00)
(Address: 1-94 MP 145.9 @ Overpass, Albany Twp, MN)
(Abstract)
(S176018)

MICROFILMED
Page 3 of 3

Site Plan

Include the following on the site plan:

- Setbacks- Side Yard, Rear Yard, Road, Ordinary
- High Water Level, Wetlands
- Existing Structures
- Proposed Structures / Additions / Modifications
- Roads & Existing or Proposed Approaches
- Parking Areas & Driving Surfaces
- Existing & Proposed Fences or Screening
- Existing & Proposed Lighting
- Existing & Proposed Signage (on & off the building)
- Outdoor Sales, Display, or Storage Areas



Conditional Use Permit Request Off-Premise Sign

File No: P-009281

Parcel No.: 12.06906.0006

Property Owner/Applicant: Lamar OCI North, LLC
Attn: Don Laubach
PO Box 865
St. Cloud, MN 56302

DESCRIPTION OF PROPOSAL

The applicants are requesting to replace a storm damaged off-premise sign in the Agricultural 40 zoning district. This request is in accordance with *Sections 4.8, 5.1.2A(8) and 7.24 of Stearns County Land Use and Zoning Ordinance #439*. The billboard will be replaced to same size (12' x 48') and in the same location as the previous billboard. Non-conforming billboards that existed prior to April 21, 2000 are allowed to be replaced through a conditional use permit.

SITE INFORMATION

Location of Property: The property under consideration is located at in part of the SW1/4 NW1/4, lying northerly of I-94 in Section 1, Grove Township (125/33).

Zoning: A-40 District

Areas of Concern/Overlay District: The property is located within the City of Melrose Drinking Water Supply Management Area. Notice has been sent to the City.

Wetlands: There is wetland on the property however they can replace the existing sign in the same location.

Access: Access to the property is from County Road 65.

Setbacks: The billboard is approximately 802' from the closest billboard, 5' from the east property line, 33' from the north property line and 5' from the right-of-way of I-94.

ADJACENT LAND USES

North – Agricultural land, wetland

East – Rural residential, agricultural land, wetland

South – I-94, rural residential, agricultural land, mining operation

West – Agricultural land, wetland, City of Melrose

ADJACENT ZONING - The surrounding zoning is as follows:

The land to the east, north and south is zoned A-40. The land to the west is zoned Commercial. Municipality is also to the west and south.

CONSISTENCY WITH COMPREHENSIVE PLAN

➤ **Future Land Use Map: Agriculture district**

The Agriculture category is described as:

“Primary land use: agriculture, including animal agriculture, crop production and any

specialized agricultural enterprise, in combination with limited ag-related businesses, recreational, institutional, open space uses. Agricultural uses will take precedence over competing uses.”

➤ **Policy Area: I-94 Corridor**

Extends west from St. Joseph to the County’s western boundary, including a series of cities with diverse and growing economies – St. Joseph, Avon, Albany, Freeport, Melrose and Sauk Centre. The limited access nature of the interstate means that development is concentrated at city interchanges. The interstate runs south of the cities, and in many cases development is now extending southward around the interchanges. Collectively, the cities provide a broad range of housing, employment, commercial and recreational facilities for the corridor’s population. There is increasing interest in transit improvements to link the cities and connect them to the St. Cloud metro area.

Policies:

1. Focus development in and around the corridor cities, including reasonable urban expansion areas that take advantage of existing highway interchanges but do not overburden them.
2. Discourage non-agricultural development between cities to preserve the area’s rural character.
3. Emphasize and support the shared role of corridor cities in meeting commercial, employment, recreational and housing needs.
4. Emphasize I-94 as a transit corridor and work to provide enhanced transit service.

➤ **Goals and objectives from the Comprehensive Plan**

The Board shall consider the Goals and Objectives of the Comprehensive Plan to determine if the request is consistent (***Appendix B***). (Please state specifically which goals or objectives are met or not met for the record.)

Consistent Goals:

Land Use Plan

Goal 1. Sustain agriculture as a desirable land use for the long term.

Objective 2. Preserve highly valued farmland for agricultural pursuits.

Not Consistent Goals:

Land Use Plan

Goal 3. Manage the impacts of growth and development on the County’s rural character.

Staff Analysis:

1. **Is the proposal consistent with existing County ordinances (performance standards)? Specify the applicable section of the ordinance and discuss why or why not.**
Land Use and Zoning Ordinance #439 Sections 4.8, 5.1.2A(8) and 7.24.
2. **Are there any other standards, rules or requirements that the proposal must meet?**
1 condition
3. **Is the proposed use compatible with the present and future land uses in the area or can it be separated by distance or screening from adjacent land uses? Why or why not? How will any scenic views be impacted by the proposed use?**
To be determined by the Planning Commission

4. **How are the potential environmental impacts (groundwater, surface water, air quality, wellhead protection areas) of the proposal being addressed?**
To be determined by the Planning Commission
5. **Has information been provided regarding the impact to property values in the area as a result of the proposal?**
To be determined by the Planning Commission
6. **What potential public health, safety or traffic generation impacts will the proposal have in relation to the area and the capability of the roads serving the area, and how are they being addressed by the proposal?**
To be determined by the Planning Commission
7. **How does the proposal affect the general health, safety and welfare of the residents?**
To be determined by the Planning Commission
8. **Does the proposal conform to the goals and objectives of the County's Comprehensive Plan? Specify which goals and objectives apply.**
The Planning Commission shall consider the Goals and Objectives of the Comprehensive Plan to determine if the request is consistent (*Appendix B*). (Please state specifically which goals or objectives are met or not met for the record.)
9. **How does the proposal effect existing public services and facilities including schools, parks, streets and utilities?**
To be determined by the Planning Commission
10. **Has the applicant provided financial assurance to guarantee reclamation of cleanup?**
To be determined by the Planning Commission
11. **Other issues pertinent to this matter.**
To be determined by the Planning Commission

RECOMMENDED ACTION

If the Planning Commission recommends approval of this conditional use permit to the County Board of Commissioners according to *Sections 4.8, 5.1.2A(8) and 7.24 of Stearns County Land Use and Zoning Ordinance #439*, the Planning Commission should consider the following conditions:

1. Obtain approval from the Minnesota Department of Transportation prior to issuance of a construction site permit.

If the conditional use permit is approved, a construction site permit is required.

This request will go the County Board on November 28, 2017.

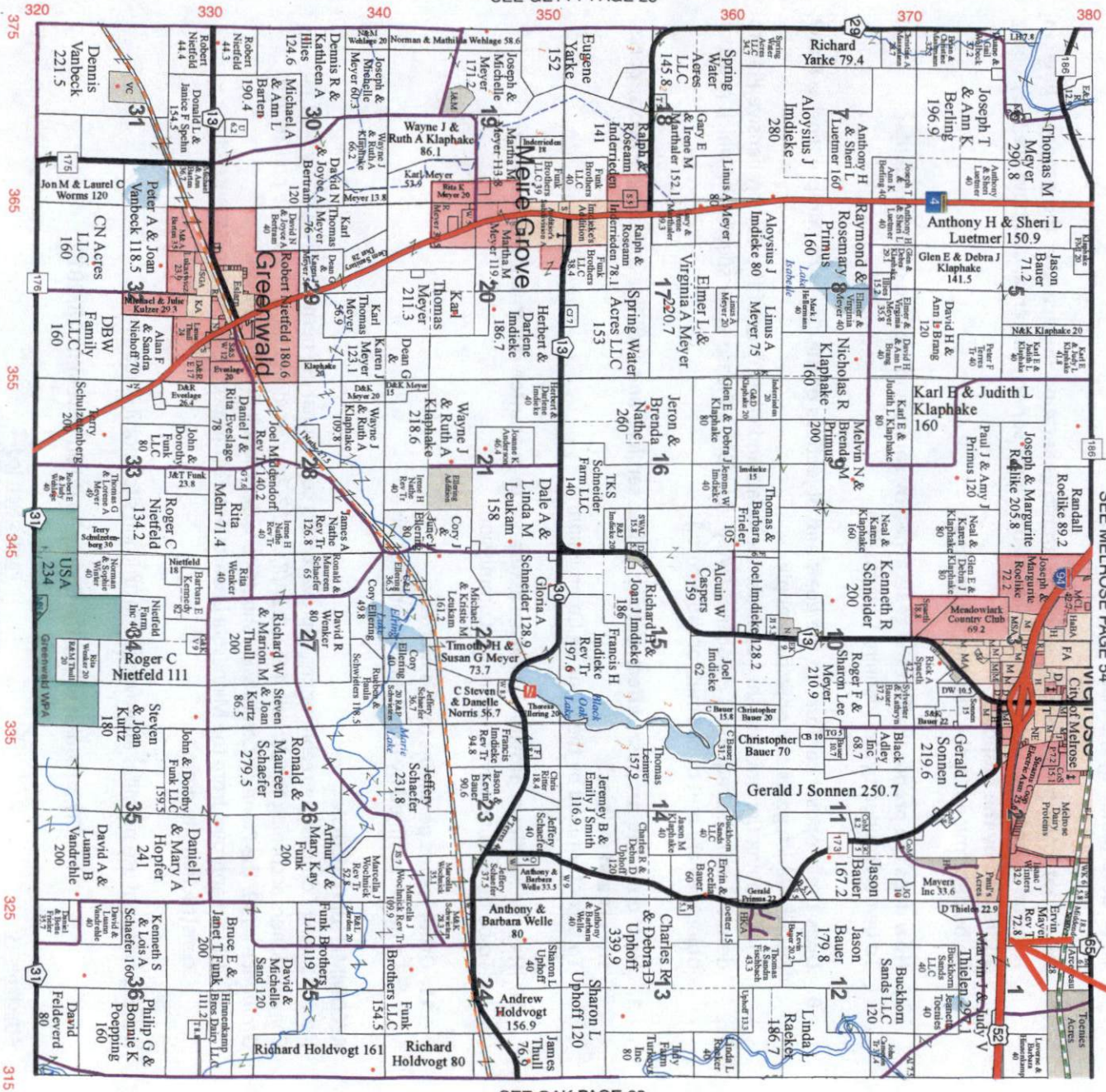
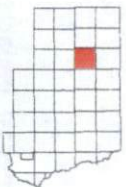
Attachments:

Location map
Application
Site plan
Aerial photos

Parties Notified

Property owners within ¼ mile
Clerk, Chair & Supervisors, Grove Township
Clerk, City of Melrose
Sauk River Watershed District
Minnesota Department of Transportation

Lamar Cup



SEE GETTY PAGE 28

SEE MELROSE PAGE 54

SEE SPRING HILL PAGE 72

SEE OAK PAGE 62



Heidi



APPLICATION FOR CONDITIONAL USE PERMIT Off-Premise Sign (Billboard)

Environmental Services Department
http://co.stearns.mn.us/Environment/LandUseandSubdivision
Administration Center Rm 343 - 705 Courthouse Square - St. Cloud, MN 56303
320-656-3613 or 1-800-450-0852 - Fax 320-656-6484

OCT 02 2017
ENVIRONMENTAL SERVICES

Application Fee: \$ 500 File No. P-009281 Receipt No. 17-20739

Property Owner	<u>Lamar OCI North, LLC.</u>	Phone	<u>(320) 253-3000</u>
Property Owner Email	<u>dlaubach@lamar.com</u>		
Address of Property	<u>I-94 E of Melrose N/L</u>		
Mailing Address	<u>PO Box 865, St. Cloud, MN 56302</u>		
Applicant (if different from above)	_____	Phone	_____
Applicant Email	_____		
Applicant Mailing Address	_____		
Parcel I.D. Number(s)	<u>12.06906.006</u>	Township	<u>125</u> Section <u>01</u>
Legal Description	<u>2.15A S70' OF THAT PART OF SW4NW4 LYING N OF N RW OF HWY 1-94</u>		

Primary Zoning District Agricultural 40 Section of Ordinance 7.24.5
Proposed Use Commercial / Non-Conforming Section of Ordinance 4.8

Staff to Complete	
Overlay Districts	
<input type="checkbox"/> Floodplain	<input type="checkbox"/> Airport <input type="checkbox"/> Conservation Overlay
<input type="checkbox"/> Shoreland: Water Body Name/Number _____	Classification _____

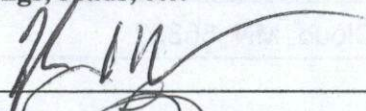
1. Description of Request: To rebuild storm damaged billboard structure to it's previous condition i.e. 12 X 48, same location etc.

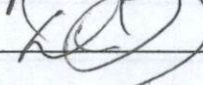
2. Describe any lighting that will be used to illuminate the sign: 4-400 watt halophane fixtures

Structure and Setbacks (As shown on site plan)

3. Total Square Footage (include both sides)	576 (1152)
4. Setback from right-of-way	5 feet
5. Setback from adjacent property lines	5 feet
6. Setback from nearest intersection	N/A
7. Distance from any park, historical site, public picnic or rest area, church, or school property	N/A
8. Distance from nearest advertising sign	802 feet
9. Height (above average ground level at base of the sign)	20 feet

Note: In order to fully evaluate the proposed use, please supply a site plan map that shows all applicable distances, setbacks, signs, buildings, roads, etc.

Property Owner's Signature  Date 9/27/17

Applicant's Signature  Date 9/27/17

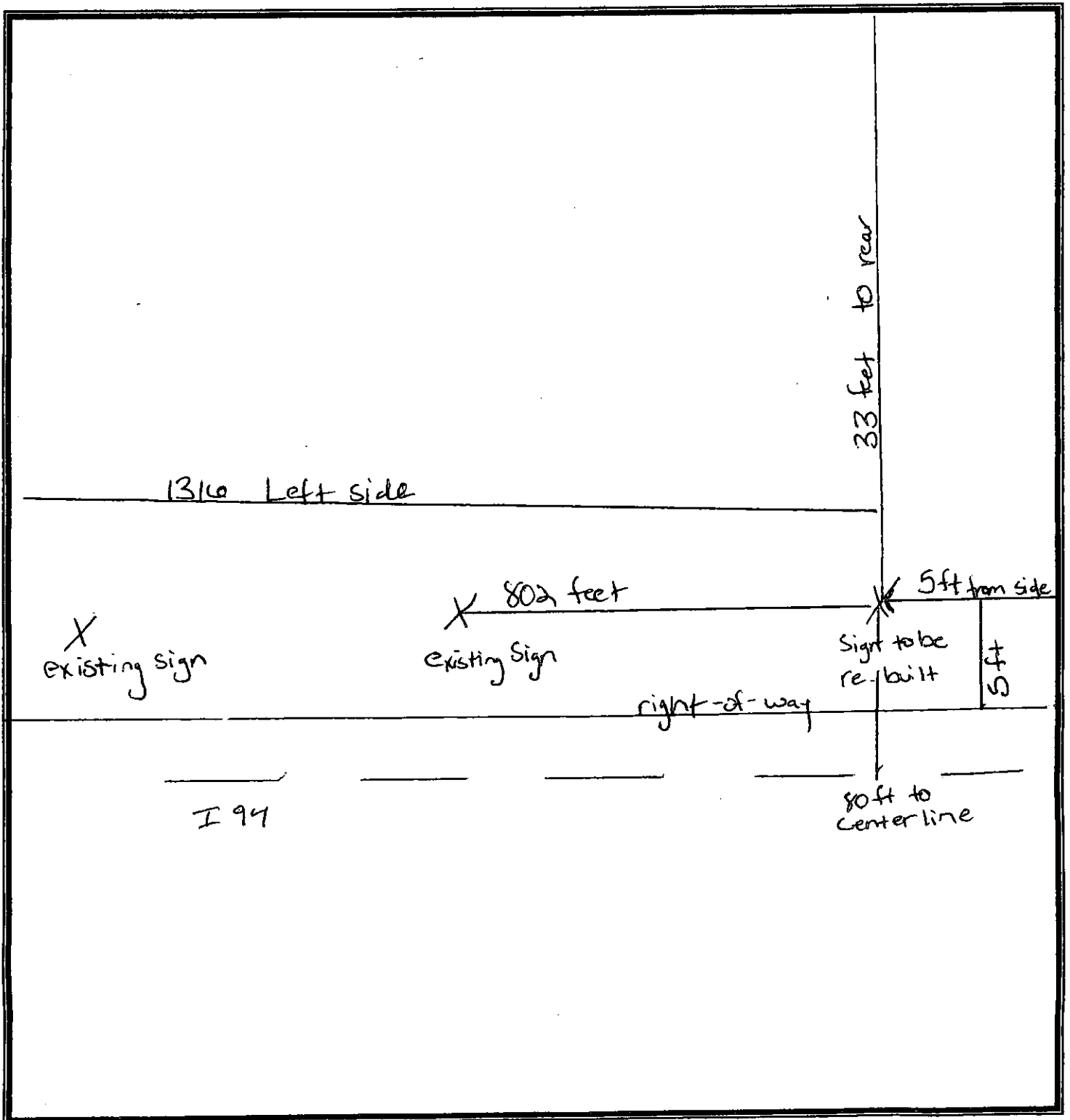
Signature of this application authorizes Environmental Services Staff to enter upon the property to perform needed inspections. Entry may be without prior notice

WHAT HAPPENS NEXT? Staff will review your application and determine if the application is complete. If the application is complete, the application will be scheduled for a Public Hearing with the County Planning Commission who will recommend action to the County Board of Commissioners. It typically takes 2 months from the time a complete application is submitted until the County Board issues final approval or denial of the CUP.

Site Plan

Include the following on the site plan:

- Setbacks- Side Yard, Rear Yard, Road, Ordinary
- High Water Level, Wetlands
- Existing Structures
- Proposed Structures / Additions / Modifications
- Roads & Existing or Proposed Approaches
- Parking Areas & Driving Surfaces
- Existing & Proposed Fences or Screening
- Existing & Proposed Lighting
- Existing & Proposed Signage (on & off the building)
- Outdoor Sales, Display, or Storage Areas

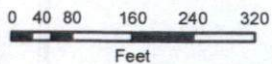




Lamar Conditional Use Permit



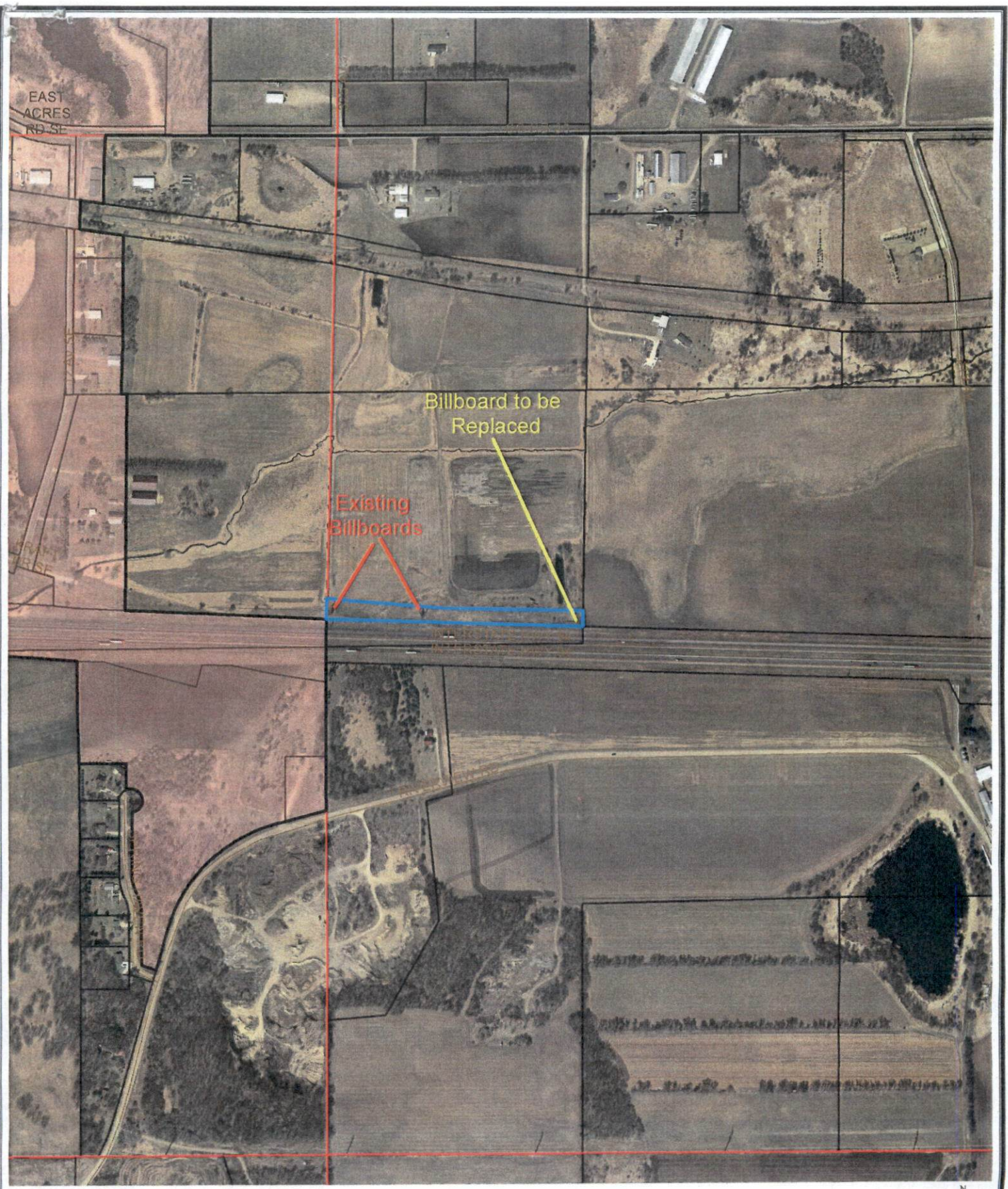
1 inch = 253 feet



This map is made available on an "as is" basis, without express or implied warranty of any sort including, specifically, any implied warranties of fitness for a particular purpose, warranties of merchantability, or warranties relating to the accuracy or completeness of the database.

Date: 11/2/2017

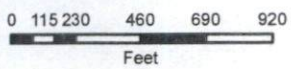




Lamar Conditional Use Permit



1 inch = 667 feet



Date: 11/2/2017

This map is made available on an "as is" basis, without express or implied warranty of any sort including, specifically, any implied warranties of fitness for a particular purpose, warranties of merchantability, or warranties relating to the accuracy or completeness of the database.

SUMMARY OF PLANNING COMMISSION PROCEDURES

STEP 1. Request application and discuss circumstances with staff (see the following page for more specific information).

Application Deadline:

12/18/17

Public Hearing Date:

1/18/18

STEP 2. File application by the above noted deadline. An application includes the following:

- a. A completed application form with the required filing fee
- b. A full, recordable property description (deed or abstract)
- c. A complete site sketch listing all applicable distances, setbacks or other necessary measurements
- d. For shoreland requests, septic system certification is required. (Note: Noncompliant septic systems are required to be upgraded regardless of the outcome of the planning commission proceedings).

STEP 3. Processing (completed by the Environmental Services staff, with the exception of plats):

- a. Public hearing notice sent to the local paper and the St. Cloud Times
- b. Notification of affected property owners:
 - Plats - property owners within ½ mile
 - Rezoning - property owners within ½ mile
 - Conditional Use/Interim Use Permits - property owners within ¼ mile
- c. Staff reviews application and generates a staff report
- d. Mailing of information packets to the members of the Commission, and
- e. Mailing of agenda and staff report to applicants

STEP 4. Planning Commission conducts hearings on plats, rezonings and conditional and interim use permits on the third Thursday of the month unless otherwise stated.

It is recommended that the applicant(s) or their representative attend the hearing to answer any questions the Commission may have. The Commission will base its decision on the information presented and public testimony. Failure to have representation may result in the continuation of the item to the next meeting.

Actions of the Planning Commission depend upon the submitted request. **Plats** are recommendations to the County Board, and will follow final plat requirements. **Rezoning**s are also recommendations and will be submitted to the County Board of Commissioners generally one month after the Planning Commission meeting. **Conditional and interim use permits** may be approved, approved with conditions or denied by the Planning Commission. Any item may be continued or tabled by the Planning Commission. If the item is continued, the Planning Commission will state when the item is continued to (either the next meeting or a specified date). There will be no additional notification on continued items.

STEP 5. All conditional and interim use permits are recorded with the property deed in the County Recorder's Office. If the conditional use permit is denied, notice will be sent to the applicant(s) via certified mail.

STEP 6. Once the proceedings for conditional and interim use permits are recorded, a copy will be sent to the applicant(s) via mail.

Land Use Plan

Goals and Objectives

The following goals and objectives are general statements of intent that focus on the land use issues identified through the planning process. Goals are broadly worded, while objectives define major themes under each goal. The policies and action items listed later in this chapter are related to the goals and objectives, but are more specific and detailed. Many of the goals and objectives are the same or similar to those of the 1998 plan, but have been updated to address progress toward the goals and improved understanding of the relationship of land use and natural resources.

Agriculture

Goal 1. Sustain agriculture as a desirable land use for the long term.

- Objective 1. Nurture and preserve a sound agricultural economy.
- Objective 2. Preserve highly valued farmland for agricultural pursuits.
- Objective 3. Develop management methods for accommodating different types of agricultural activity.

Goal 2. Minimize land use conflict between agriculture and other land uses.

- Objective 1. Maintain suitable boundaries for urban, rural residential and agricultural areas.
- Objective 2. Provide standards to protect new and existing land uses from incompatible land uses.

Growth and Development

Goal 3. Manage the impacts of growth and development on the County's rural character

- Objective 1. Discourage incompatible land uses through effective land use controls.
- Objective 2. Identify appropriate areas for commercial, industrial, and non-farm rural residential developments.
- Objective 3. Deter premature development in rural areas and in urban expansion areas around cities.

Goal 4. Sustain the current livability and diversity of Stearns County.

- Objective 1. Recognize and respond to the differences in community needs and character, development patterns, and natural resources in different regions of the County.
- Objective 2. Preserve and protect significant, unique or sensitive natural and scenic resources.
- Objective 3. Respect and preserve architectural, archeological, and cultural history.
- Objective 4. Encourage a diversity of housing opportunities meeting the needs of both the cities and the townships.

Goal 5. Use existing infrastructure and resources efficiently.

- Objective 1. Coordinate infrastructure expansion with development; and encourage development where the infrastructure is adequate to serve that growth.
- Objective 2. Provide public services and infrastructure that can be sustained over time.
- Objective 3. Support the provision of joint services among jurisdictions.

Objective 4. Continue to educate people about the real cost of development.

Goal 6. Provide a variety of residential opportunities.

Objective 1. Provide a diversity of housing prices and styles, meeting the needs of residents of different ages, incomes and lifestyles.

Objective 2. Work with the cities to provide a variety of higher-density housing types.

Objective 3. Identify appropriate locations for seasonal homes in settings that afford a variety of natural amenities.

Objective 4. Create sufficient housing opportunities near job centers.

Natural Resources Protection

Goal 7. Identify and preserve important natural systems and sensitive natural resources.

Objective 1. Evaluate land use changes based on how they respond to existing natural systems and their potential impacts on natural resources.

Objective 2. Develop and employ land use regulations and other techniques for natural resource protection, including transfer of development rights or density, best management practices, and public acquisition.

Objective 3. Recognize the relationship between land use and water quality, and continue to support water quality improvements through land use plans and regulations.

Goal 8. Explore the development of a comprehensive land value assessment policy and tax assessment guidelines that would encourage preservation of open space parcels, including both agricultural and forested areas.

Objective 1. Evaluate the current tax assessment policies of Stearns County in conjunction with statewide requirements, in order to evaluate the effects of assessment policies on protected open space, whether protected by easement or by zoning and land use policies.

Natural Resources and Environmental Management Plan

Goals and Objectives

The following goals and objectives are general statements of intent that focus on the natural resource issues identified through the planning process and in other required planning efforts such as the Water Plan and the Solid Waste Plan. Goals are broadly worded, while objectives define major themes under each goal. Stearns County set a number of natural resource goals in its 1998 Comprehensive Plan. Many of the 1998 Plan goals are still valid and have been reaffirmed by the Citizens Advisory Committee (CAC). Some goals from 1998 have been modified or simplified, and the CAC has identified some new priorities for natural resources. Additional new goals reflect goal statements in the Water Plan and Solid Waste Plan. Finally, natural resource goals are also included in the Land Use chapter of this Plan, reflecting the significant overlap of land use choices and the functioning of natural systems.

Goal 1. Preserve important natural systems.

- Objective 1. Identify the suitability of natural systems and resources for development or use.
- Objective 2. Develop strong performance standards to preserve sensitive natural features and systems.
- Objective 3. Preserve watershed functions for high-quality surface waters and recreation areas, and provide for restoration of watershed function for impaired waters.
- Objective 4. Recognize natural systems as critical infrastructure, equivalent to other kinds of infrastructure in assuring the health, safety, welfare, and quality of life for County residents, visitors, and businesses.
- Objective 5. Minimize the alteration of wetlands.

Goal 2. Assure the reasonable and responsible use of the County's natural resources, including land, surface and ground water, minerals, open space, wetlands, wildlife, and woodlands.

- Objective 1. Provide for the managed, sustainable use of mineral, soil, water, and timber resources
- Objective 2. Protect large wooded tracts and special habitats through preservation, conservation development standards, and promoting strong stewardship efforts by individuals and private organizations..
- Objective 3. Recognize the carrying capacity of groundwater and surface water in development and use decisions.
- Objective 4. Encourage use of renewable energy systems, including wind energy and solar energy, which reduce the footprint of development on local and global natural systems.

Goal 3. Protect the County's agricultural natural resources.

- Objective 1. Protect agricultural soils and other agricultural resources by regulating non-agricultural land uses in areas with agricultural soils.
- Objective 2. Encourage sustainable agricultural practices that protect agricultural soils and waters for future generations.

Goal 4. Protect the County's aggregate resources and provide for reasonable economic use of aggregate.

- Objective 1. Locate the high quality aggregate resources in the County to guide protection and utilization activities
- Objective 2. Manage aggregate resources to provide for the extraction of high quality aggregate prior to non-agricultural development on the site.
- Objective 3. Adopt regulations to minimize nuisances from aggregate extraction that affect developed areas and that ensure restoration of extraction sites to protect other natural resources and natural functions.

Goal 5. Support the goals of the County Water Plan.

- Objective 1. Protect drinking water sources through encouraging sustainable water use and preserving the function of wellhead areas and groundwater recharge areas in land use decisions.
- Objective 2. Minimize impacts to water quality from development through use of low impact development techniques, improved management of buffers and natural resources in shoreland areas, and improve stormwater management in existing developed areas.
- Objective 3. Continue to identify impaired waters in the County and work to implement best management practices for restoring surface waters to non-impaired status.

Goal 6. Support the goals of the Stearns County Solid Waste Management Plan.

- Objective 1. Provide a program for handling solid wastes that will anticipate residential, agricultural, commercial and industrial expansion.
- Objective 2. Encourage and educate citizens and businesses on the importance of waste reduction and reuse.
- Objective 3. Encourage energy recovery from solid waste.
- Objective 4. Acknowledge that landfills will be part of the solid waste disposal approach of Stearns County's non-hazardous industrial and demolition debris.
- Objective 5. Promote and encourage private sector participation in the collection, transportation and processing of solid waste and recyclable material.
- Objective 6. Continue compliance with the solid waste management goals and policies set forth by the State Pollution Control Agency.

Economic Development Plan

Goals and Objectives

The following goals and objectives are general statements of intent that focus on the economic development issues identified through the planning process. Goals are broadly worded, while objectives define major themes under each goal. Stearns County set a number of economic development goals in its 1998 Comprehensive Plan. Many of these goals are still valid and have been reaffirmed by the Citizens Advisory Committee (CAC). Some goals have been modified or simplified, and the CAC has identified some new priorities for economic development.

Goal 1. Maintain and strengthen economic diversity.

- Objective 1. Promote and retain agriculture in areas with highly valued agricultural land or economically viable animal agriculture operations.
- Objective 2. Encourage industrial development within existing communities, including redevelopment of existing sites and filling of industrial and business parks.
- Objective 3. Acknowledge tourism's economic value and the prospective contribution of this industry to both the diversity of the County economic base and the potential for growth.
- Objective 4. Protect tourism and related resources from detrimental development activity and conflicting land uses.
- Objective 5. Enhance the regional role of the St. Cloud metropolitan area by strengthening economic connections between the metropolitan area and other Stearns County cities and towns.
- Objective 6. Provide for the continued viability of the rural small town as an agricultural service center and to provide opportunities for jobs and housing where consistent with infrastructure and natural resources carrying capacity.
- Objective 7. Enhance the ability of local retail and commercial businesses to sustain small city and town center commercial areas.

Goal 2. Update, diversify and expand the manufacturing sector of the economy.

- Objective 1. Assist businesses with job retention and expansion opportunities.
- Objective 2. Secure new manufacturing enterprises, including opportunities to create value-added operations to the County's agricultural and natural resource base, and to take advantage of Stearns County's access to other regional and national markets.
- Objective 3. Integrate eco-industrial and sustainable design concepts into commercial/industrial areas.

Goal 3. Strengthen and diversify the agricultural economy.

- Objective 1. Strive for and support higher farm profitability and family farm stability, including encouraging creative agricultural diversification of crops and products, vertically integrated operations with direct access to local markets, and certified production that has a higher market value.

- Objective 2. Capture an increasing share of the opportunities for value-added agriculture in food manufacturing, bio-fuels, and the burgeoning industries utilizing agricultural products as a feedstock.
- Objective 3. Create opportunities for new investment in agricultural operations and support industries.

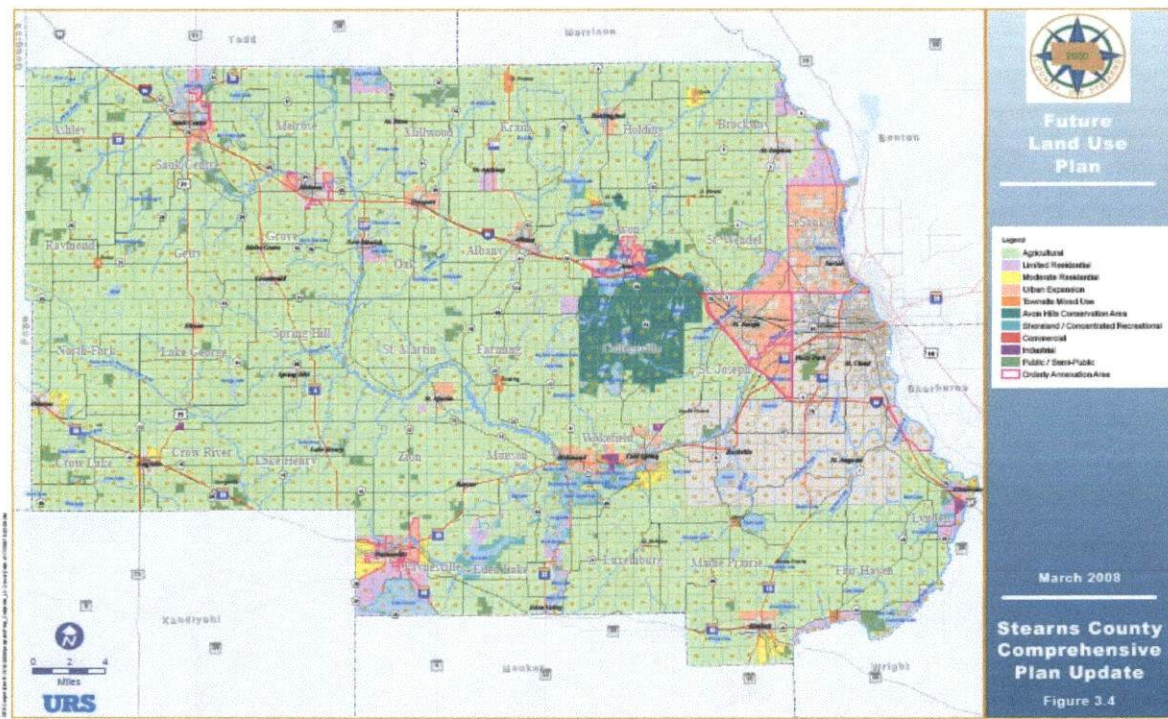
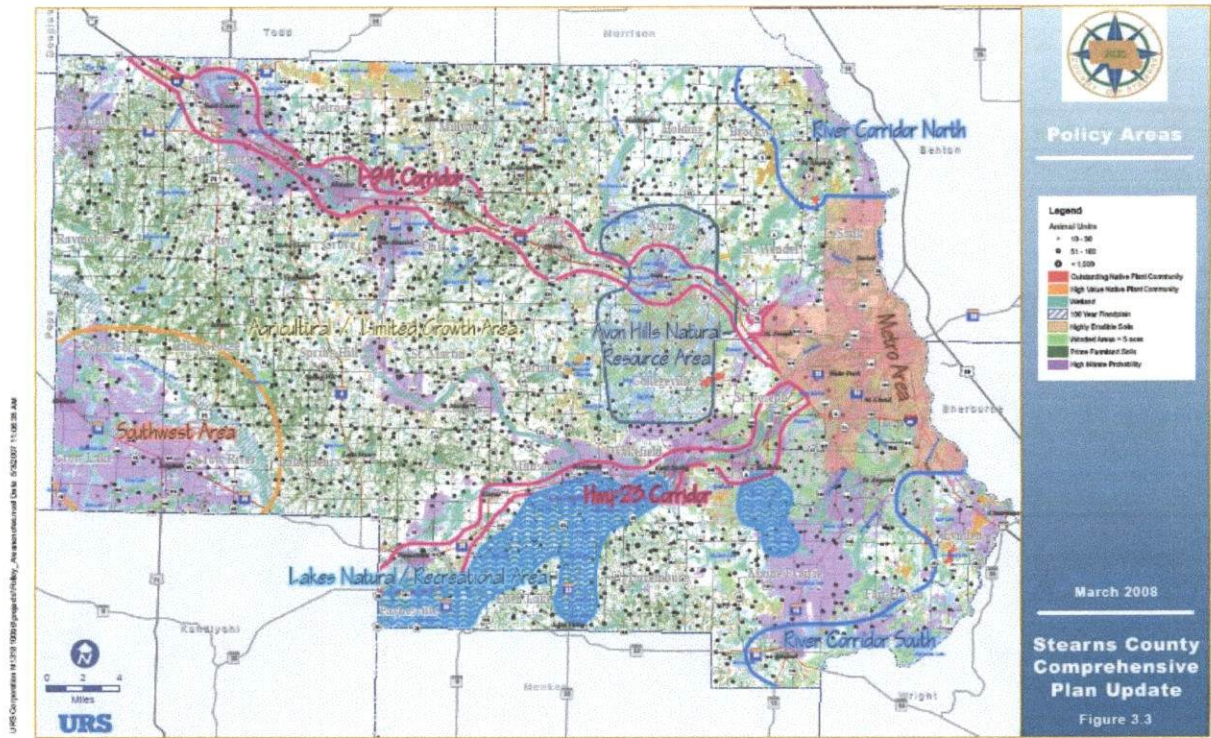
Goal 4. Promote sustainable development initiatives.

- Objective 1. Encourage the establishment and use of eco-industrial parks to maximize the environmental, economic and cultural connections between development and community health.
- Objective 2. Increase the value of Stearns County economic production by ensuring that operations sustain natural resources, increase the use of efficient modes of transport such as rail, and access local markets.
- Objective 3. Encourage and promote the use of “green” architecture design principles that minimize impacts to the natural and cultural environments and reduce long-run risk to businesses.
- Objective 4. Encourage revitalization of the traditional downtown areas throughout the County to create walkable, sustainable, appealing communities that reflect the unique character of Stearns County cities.
- Objective 5. Encourage the appropriate development and use of electricity from wind energy as a means of substituting underutilized local renewable resources for non-renewable, non-local, energy sources.

Goal 5. Create a range of economic development programs and tools that move the County toward its goals.

- Objective 1. Encourage efficient expansion of public infrastructure by municipal governments to keep debt payments, maintenance costs and tax burdens low.
- Objective 2. Use creative and selective tax abatement agreements to encourage expansion in appropriate locations and to encourage linking of economic investment to the county labor force.
- Objective 3. Continue to create cooperative efforts for economic development among Stearns County municipalities and multi-city promotions to maximize the synergy of each community’s economic assets.

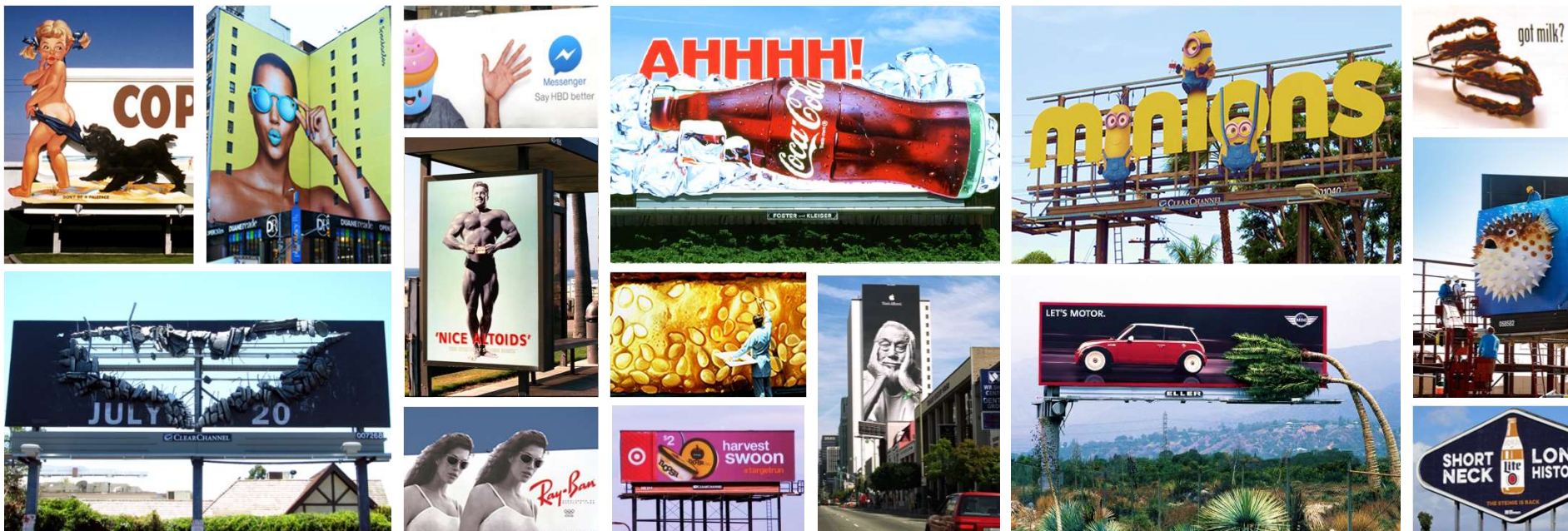
Large copies of these maps and a description of the Policy Areas and Land Use Categories are available from Environmental Services or in the Comprehensive Plan on the County's website at <http://www.co.stearns.mn.us/Government/6436.htm>.



Planning Commission Public Hearing Procedures

- 1) Prior to the first public hearing, the Planning Commission Chair will briefly explain the public hearing process and the steps the Commission will take in making their decisions on applications. Commission members, any member of the public, the applicant and staff should endeavor at all times to be respectful and understanding of one another during this entire public hearing.
- 2) For each application, the Chair will first declare the public hearing to be open and then request the applicant to come forward and state their name.
- 3) Next, the Chair will call on the Environmental Services Department staff to give a summary of the application and provide pertinent information regarding the property and the applicant's request. Following the summary, the Chair will allow the applicant an opportunity to add any additional information in regards to the request.
- 4) The next step will be for the Chair to allow members of the public to state their position in regard to the application. Speakers should first state their name for the record. Comments should be limited to issues directly related to the request and be presented in a manner that is respectful to the Commission, the applicant, staff and others present at the hearing. If an item is particularly controversial and entails considerable discussion, the Chair may ask that positions not be repeated and that only new information be presented. If the public has questions of the applicant or staff, those questions must be directed through the Chair in order to maintain order and provide proper protocol for the meeting. At anytime the Commission may ask questions of the applicant, staff, or the public.
- 5) Following the conclusion of all public testimony, the Chair will call for a motion to close the public hearing. Once the public hearing is closed, only the Commission members may ask clarifying questions of the applicant or staff. During this time, the applicant and/or the public may not make any further comments or testimony unless directed to do so by the Chair. This is an opportunity for the Commission to discuss the request and testimony among themselves and begin to frame their individual positions on the merits of the application.
- 6) Once it appears that all issues have been discussed and questions have been asked by the Commission members, the Chair will direct the Commission members to proceed with making their Findings of Fact. This is a formal process in which the Chair will read through a series of questions aimed at determining whether or not the request and testimony presented meet the intent of the comprehensive plan and all applicable ordinance requirements. Following the completion of the Findings of Fact, the Chair will call for a motion in support of or in denial of the request. The motion passed must be supported by the evidence in the Commission's Findings of Fact. For conditional use permits and interim use permits, the motion made by the Commission will be to grant or deny the request. For plats and rezoning applications, the motion made by the Commission will be a recommendation of approval or denial to the County Board of Commissioners. At a later date, the County Board of Commissioners will make the final decision on these requests.
- 7) Applicants for a conditional use permit, interim use permit, rezoning, or plat will receive written notice of the Commission's decision within one week of the public hearing

GET SEEN. BE LOVED.



 Clear Channel Outdoor



CITY OF RAMSEY, MN
REQUEST FOR INTEREST

City of Ramsey, MN RFI

CLEAR CHANNEL OUTDOOR, LLC (“CCO”) is pleased to submit to you this Request For Interest (RFI) to build and operate digital billboards in the City of Ramsey, MN. The following items are addressed on the following pages.

- Company Information
- Project Team
- Market Experience
- Digital Operations
- Zoning Ordinance Changes
- Project Specifications

City of Ramsey, MN RFI

Company Information

Clear Channel Outdoor, LLC, (NYSE: CCO) is one of the world's largest outdoor advertising companies:

- More than 510,000 displays in over 31 countries
- Operates in 43 of the top 45 markets in the United States
- 1,400 digital billboards, in the U.S.

While Clear Channel Outdoor is a global brand, the Clear Channel Outdoor Minneapolis/St Paul (CCO MSP) team works here:

- Operating in the Twin Cities area since 1934 (Naegele Advertising) with 37 employees in market
- Active in 79 municipalities/13 counties in Minnesota
 - Owns and operates 7 billboard faces at 4 locations in Ramsey, MN
- Currently displaying community messaging on digital displays in 16 Twin City markets and counting

Local Office Information:

Clear Channel Outdoor, LLC
3225 Spring St, NE
Minneapolis, MN 55413

<https://clearchanneloutdoor.com>

Clear Channel Outdoor MSP – Ramsey MN Billboard locations



**City of Ramsey, MN
RFI**

Project Team

Daniel Ballard
Branch President- Minneapolis/St. Paul
danielballard@clearchannel.com
612-605-5125

Matthew Weiland
Vice President Real Estate and Public Affairs - Minneapolis/St. Paul
Matthewweiland@clearchanneloutdoor.com
612-605-5142

Roy Schroeder
Vice President Sales – Minneapolis/St Paul
royschroeder@clearchannel.com
612-605-5113

Scott O'Konek
Operations Manager- Minneapolis/St. Paul
ScottOKonek@clearchannel.com
612-746-8824

City of Ramsey, MN RFI

Digital/Dynamic Market Experience

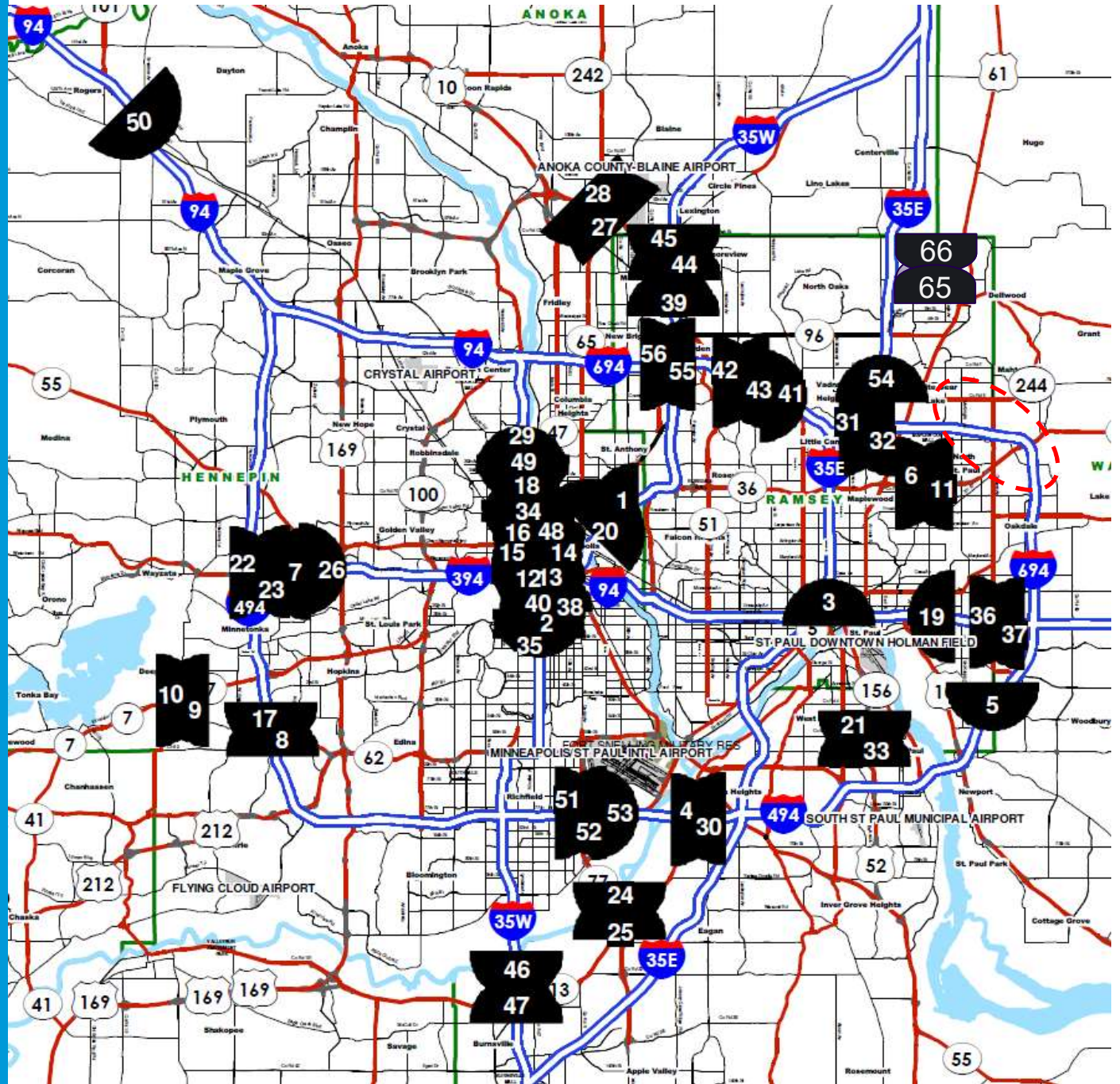
Clear Channel Outdoor, LLC Minneapolis/St. Paul (CCO MSP) Digital/Dynamic Billboard Experience

- CCO MSP currently operates 66 digital billboards in 16 Twin City communities. CCO MSP has a proven history of creating beneficial public/private partnerships. CCO MSP currently has lease agreements with the public entities listed below to operate digital signs.
 - City of Blaine
 - City of Mounds View
 - City of New Brighton
 - City of Rogers
 - City of Shoreview
 - City of West St Paul
 - White Bear Township
 - Metropolitan Airports Commission (MAC)
- All of the construction costs for these projects were 100% funded by CCO MSP. CCO MSP manages the sales and operation of the billboards, including all costs associated with the operation of the billboards.

**2021 CCO MSP
Digital Billboards
16 Cities
66 Digital Faces**

City	# Faces
1 Blaine	2
2 Burnsville	2
3 Eagan	4
4 Landfall	2
5 Maplewood	3
6 Minneapolis	21
7 Minnetonka*	8
8 Mounds View	3
MSP Airport 9 (Bloomington)	5
10 New Brighton	2
11 Rogers	2
12 Shoreview	3
13 St Paul	3
14 Vadnais Heights	3
15 West St Paul	2
16 White Bear Township	2

*1st digital signs installed in 2006
in City of Minnetonka



Ramsey, MN RFI

Digital/Dynamic Market Experience

14 x 48 Digital – I-694 New Brighton, MN



 Clear Channel Outdoor

14 x 48 Digital – I-35W Burnsville, MN



14 x 48 Digital – Hwy 10 Blaine, MN



14 x 48 Digital – Hwy 52 West St Paul, MN



14 x 48 Digital – I-694 Shoreview, MN



Digital Operations

- **Standard Billboard Face Size**
 - 14 ft x 48 ft (672 sq ft)
 - 10.5 ft x 36 ft (378 sq ft)
- **Digital Billboards rotate 8 slots (static images)**
 - 8 second dwell times
- **Instantaneous transitions between images**
- **Appear like static billboards**
- **Ambient light sensor**
 - Constantly monitor ambient light conditions around sign and adjust brightness of the sign based on surrounding conditions
 - Higher during day and lower at night
- **Remote monitoring**
 - Web cams
 - Cellular communication network
 - Remote cut off switches
- **Digital billboards are permitted by the Federal Highway Administration (FHWA) and State of MN, subject to local approvals**

Summary Zoning Ordinance Changes

- **The Clear Channel Outdoor MSP team has worked with many local communities to recommend amendments to their City ordinances to permit the operation of digital/dynamic signs. The local CCO MSP team is supported by a dedicated corporate legal team that specializes in sign ordinance amendments.**

- **Summary of required city ordinance amendments**
 - Permit Off- Premise//billboard Signs
 - 14x48 ft face (672 sq ft)
 - Permit Digital/Dynamic Faces
 - 8 second dwell times on digital displays
 - Instantaneous transitions
 - Spacing requirement between digital/dynamic billboards read from same direction
 - 2,500 ft recommended
 - Spacing requirements from residential
 - Height Requirements
 - PSA messaging requirement
 - Brightness requirements
 - 1) Digital billboards shall not operate at brightness levels of more than 0.3 foot candles above ambient light, as measured using a foot candle meter at a pre-set distance.

 - (2) Pre-set distances to measure the foot candles impact vary with the expected viewing distances of each size sign. Measurement distance criteria :

Nominal Face Size	Distance to be measured from:
10'6" x 36'	200'
14' x 48'	250'

 - (3) Each display must have a light sensing device that will adjust the brightness as ambient light conditions change.

City of Ramsey, MN RFI

Project Specifications

Location: 7443 HWY 10 NW
Owner: City of Ramsey, MN
PARID: 28-32-25-43-0002

Sign Specifications
Double Face 14' x 48' Digital
Billboard

45 ft Tall

 Clear Channel Outdoor

14 x 48 Digital Flag (45 ft tall)



14 x 48 Digital Flag (45 ft tall)

City of Ramsey, MN RFI

Project Specifications

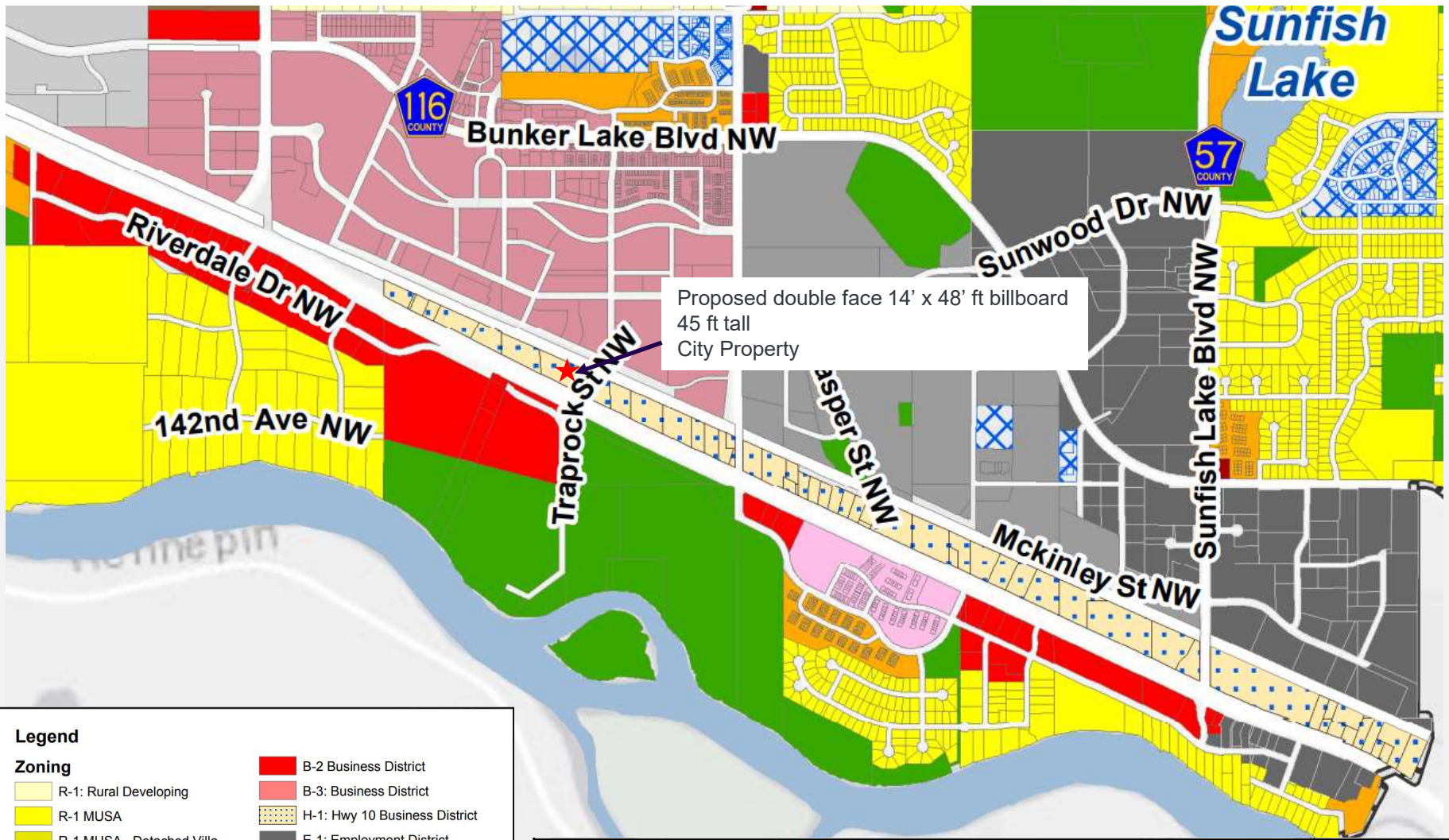
Location: 7443 HWY 10 NW
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Sign Specifications
Double Face 14' x 48' Digital
Billboard

45 ft Tall




















Ramsey Blvd. Web Map

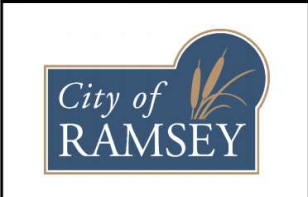


Proposed double face 14' x 48' ft billboard
 45 ft tall
 City Property

Legend

Zoning

 R-1: Rural Developing	 B-2: Business District
 R-1 MUSA	 B-3: Business District
 R-1 MUSA - Detached Villa	 H-1: Hwy 10 Business District
 R-2: Medium-Density Residential	 E-1: Employment District
 R-3: High-Density Residential	 E-2: Employment District
 COR: The COR	 E-3: Employment District
 MU-PUD: Mixed Use PUD	 PUD: Planned Unit Development
 B-1: Business District	 P: Public/Quasi-Public District
	 Right-Of-Way



Official Zoning Map
 January 2020
 Ramsey, MN

Hwy 10 - 14 x 48 Digital Flag (45 ft tall)

Project Specifications

Location: 7443 HWY 10 NW
Owner: City of Ramsey, MN
PARID: 28-32-25-43-0002

Sign Specifications
Double Face 14' x 48' Digital
Billboard

45 ft Tall



City of Ramsey, MN RFI

Public Service Announcements (PSA)

- **Clear Channel Outdoor offers Cities**
 - Up to 20 hours PSA/digital face/month
 - 9,000 Eight (8) second public service messages
 - City and Community Events
 - We can provide no cost access to our creative team to help produce City messages
- **In addition to City PSA, Clear Channel Outdoor provides the following PSA**
 - **Amber alerts**
 - **FBI Alerts**
 - **Severe Weather Warnings**
 - Hennepin and Ramsey County
 - **Regional Emergencies**
 - 35W Bridge Collapse
 - **County Sheriff messaging**
 - **Emergency Management Requests**
 - **Non-Profits**
- **Local Business Advertising**
 - CCO would offer preferred rates for local business advertising.

Clear Channel Outdoor – City PSA Examples



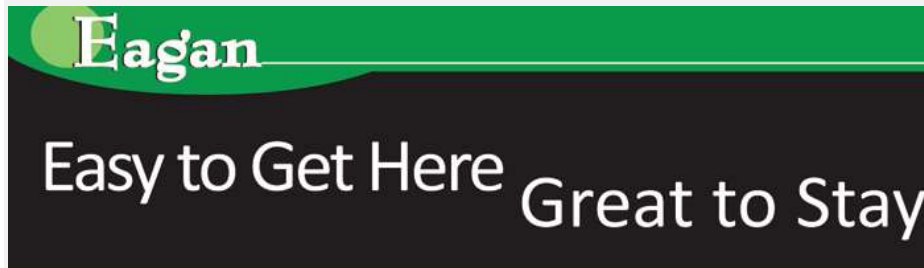
Blaine's 2nd Annual Pet Walk - April 28
 Sat. 10 AM Lakeside Commons Park

www.ci.blaine.mn.us for more info



CLICK IT OR TICKET
 EXTRA SEATBELT ENFORCEMENT
 MAY 23 - JUNE 5

TOWARD ZERO DEATHS SAFE & SOBER



Eagan
 Easy to Get Here Great to Stay



New Brighton Fire Division Open House
 Monday, Oct. 29th
 6-8pm



Buckthorn is INVASIVE
 Remove trees with black fruit **FIRST**



Burnsville Meetings. Burnsville Events. Burnsville News.
 We've got Burnsville covered...
 Burnsville Civic Channel 16 **bctv 16** burnsville.tv



SHOREVIEW FARMERS' MARKET
 EST. 1998
 Tuesday afternoons through October 23
 Shoreview Community Center Parking Lot

Digital messaging benefits – public safety



Photo from Lake Minnetonka Patch.

**NO ICE Is Ever Completely Safe.
USE SAFETY PRECAUTIONS**

Hennepin County Sheriff's Office



**School is in session.
DRIVE SAFELY**

Hennepin County Sheriff's Office

**2002 Red Kia
Lic. # 242 GAU
Carlos Orozco**

Male | Age 8 months-old | Black hair
Any info call: 911

AMBER ALERT



MISSING



**Life jackets
save lives!**

HennepinSheriff.org

WANTED: PHILLIP MIMS
aka James Mayfield

26 yrs old • 5'8" • 192lbs
(612) 376-3200 **FBI**
*REWARD



SPECIAL ALERT

TORNADO WARNING
has been issued for Hennepin County



- Amber Alerts
- Local Police/Sheriff
- Safety Reminders

- FBI
- FEMA Disaster Assistance
- Weather Alerts

COVID-19 PSA example

We Love Local  Support Neighborhood Businesses



www.TooLocalToFail.com



Ramsey, MN RFI

Conclusion

- **Clear Channel Outdoor is interested in expanding its Digital Network into the City of Ramsey, MN**
- **Great Location in growing Commercial Corridor**
- **Gateway Architectural Sign**
 - Community Messaging
 - Emergency Messaging
- **Expanded advertising opportunities for local businesses**
- **Long Term Private/Public Partnership**
 - 20 plus year contract
 - dedicated income source
 - Lease terms discussed as part of formal request from City of Ramsey, MN.
- **Great source of stable non-property tax related income for city**

Clear Channel Outdoor Contact Information

- **Questions**
 - **Matthew Weiland, VP Real Estate and Public Affairs**
 - **Clear Channel Outdoor, Inc.**
 - **Office- 612-605-5142**
 - **Cell – 651-592-4431**
 - **Email – matthewweiland@clearchannel.com**

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

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, April 8, 2021, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jim Steffen
 Member Scott Cords
 Member Chelsee Howell
 Member William MacLennan
 Member Michael Olson
 Member Chris Riley

Members Absent: Member Rachal Johnson

Also Present: Sean Sullivan, Economic Development Manager
 Tim Gladhill, Deputy City Administrator

4.02: Review Request for Interest/Proposals for a Dynamic Display Billboard for Retail Advertising on Highway 10 Near The COR

Economic Development Manager Sullivan presented the staff report.

Chairperson Steffen asked for details on the scoring system developed by staff and why the different scores were given.

Economic Development Manager Sullivan reviewed the items included in the scoring of the proposals. He stated that the RFI provides a summary of the different categories. He provided additional explanation on the different ranking criteria including display, advertising slots, leasing, sign location, and ordinance experience and explained why the three vendors were scored differently in the categories. He commented that iDigital Media was ranked first, Clear Channel second and Lamar third. He stated that the group could select one company to move forward with or could move forward with multiple companies to determine which would be the best fit.

Chairperson Steffen asked if the lease revenue is contingent upon sales in all three proposals.

Economic Development Manager Sullivan commented that the Lamar proposal was a flat revenue annually, but the other two proposals were based upon sales.

Chairperson Steffen asked and received confirmation that something would be displayed on the board at all times, even if that is City messaging. He asked if the difference in display would be noticeable to the general public.

Economic Development Manager Sullivan commented that it would be a preference on how clear you would want the display but any of the vendors would have effective displays. He stated that as this moves along, display quality and type would most likely have regulations within ordinance.

Member MacLennan asked if the quality of the display would be important for those businesses that may advertise.

Economic Development Manager Sullivan was unsure that would be a point in the sales pitch to businesses.

Member Cords asked if the quality dimension is the size of the pixel or distance between.

Economic Development Manager Sullivan replied that it is the distance between pixels. He stated that iDigital provided a proposal with both horizontal and vertical options which provides additional versatility and flexibility, noting that vertical options would most likely have a smaller footprint.

Member Riley commented that from an EDA standpoint the most important criteria would be the business advertising and City advertising, along with location. He stated that he likes the ranking that was done. He asked if those three criteria were weighted would the same company come out on top.

Economic Development Manager Sullivan again clarified that this was his scoring system and confirmed that iDigital would still be rated as the top choice if those categories were weighted based on impact for Ramsey business advertising.

Chairperson Steffen asked for clarification on the lease term and whether a longer term would be preferred.

Economic Development Manager Sullivan replied that the City is looking to have a strong partnership over a period of time and commitment for the company to be in that location. He stated that the longer lease term, the more guarantee there would be for lease revenue.

Chairperson Steffen asked if the sign would be maintained and upgraded over time during that 30 years.

Economic Development Manager Sullivan commented that repairs are often needed around the ten-year period and he would imagine a company would want to keep their product in good working order. He noted that maintenance would be addressed in a contract and/or lease agreement. He stated that the only cost to the City would be the staff time to develop the ordinance and therefore this would be considered a revenue generator.

Member Cords commented that there would also be staff time to develop messaging for the City but noted that would not differ from the messaging the City already generates.

Economic Development Manager Sullivan commented that the City would continue to post its messages on the City reader board sign. He stated that each of the companies will work with municipalities to develop City messaging. He stated that there are also opportunities to post Ramsey messaging on other billboards owned by the companies and other locations. He used the example of advertising for the Happy Days event, which could be displayed on billboards in other communities outside of Ramsey. He confirmed that City messaging would be free in all three proposals.

Chairperson Steffen asked if there would be a discount for Ramsey businesses or whether the cost to advertise would be the same for all businesses.

Economic Development Manager Sullivan provided details on the ranking for local business advertising costs. He stated that two of the companies provided discounts for Ramsey business advertising.

Member Riley commented that his highest priority is Ramsey advertising and therefore because Lamar is not offering a discount and was also ranked third, he would suggest eliminating that company from the discussion. He stated that location is also a high priority for him. He stated that none of the companies chose the spot the City was thinking and asked if that should be taken into consideration and whether one of the locations the companies chose should be considered further.

Economic Development Manager Sullivan commented that he believed that Clear Channel stated that they could work with the City site, whereas iDigital preferred Sunfish or Ramsey Boulevard but noted that those would be temporary locations because of the upcoming construction projects. He stated that his attempt was to provide a clear comparison between the companies for the same sign at the same location but agreed that alternate locations could be considered.

Member Cords asked if there were justifications for the alternate locations, noting that the companies have the expertise.

Economic Development Manager Sullivan stated that justification was not included in the proposals. He stated that his perception was that the sign locations were chosen in locations that would be most effective and generate the most income. He agreed that if there were not interchanges Ramsey or Sunfish Lake Boulevards would be ideal, but there will be interchanges at those intersections. He stated that once iDigital was made aware of the interchange locations, they agreed the 7443 would be a better location.

Chairperson Steffen asked for details on the RALF acquisition with M&G.

Economic Development Manager Sullivan replied that the acquisition happened years ago. He stated that the lease payments from M&G for that site are paid back to RALF. He confirmed that future lease funds generated on that site would go back to RALF until RALF is paid back. He explained that additional review would be needed related to RALF and the related payback. He noted that additional information will be likely be known once the design of the Highway 10 project is complete.

Deputy City Administrator Gladhill stated that there are some official steps that will be taken in the coming months to finalize the Highway 10 design vision. He provided an update on the funding secured for the Highway 10 project, noting that included in that plan is payoff of the RALF funds. He noted that the City would make decisions on which properties will be needed and which could be sold.

Chairperson Steffen asked if the existing ordinance would allow for this signage or whether there would be work to be done.

Deputy City Administrator Gladhill commented that this type of sign is currently prohibited and therefore work would need to be done. He commented that it was known from the start that updates would be needed, and this would be the driver to update the language within the code. He confirmed that currently there are no billboards allowed and the existing billboards were established prior to the prohibition and exist as lawful nonconforming uses.

Economic Development Manager Sullivan commented that although this was done as an RFI, all the information on quality and pricing was included and therefore did not believe additional information would be gained by an RFP.

Chairperson Steffen stated that he would support dropping Lamar, as Member Riley suggested, and confirmed the consensus of the group.

Economic Development Manager Sullivan commented that he is looking for a recommendation from the EDA on how this should move forward. He stated that the EDA could select one vendor or could recommend that staff work with two vendors to move forward.

Deputy City Administrator Gladhill stated that the due diligence has been done and would recommend negotiation occur with one vendor. He stated that the recommendation could be based off the information that was supplied and scoring that staff completed, or the EDA could request that both companies provide a presentation to the EDA in order for the group to make a decision.

Chairperson Steffen asked the contact that staff has had and whether an in-person presentation would be needed.

Economic Development Manager Sullivan commented that he has not met in person but has talked with all three companies on the telephone and is comfortable with them. He stated that the decision would be of the EDA as to whether they would feel that there would be benefit to in person presentations. He stated that even if one vendor is chosen, he did not believe construction would occur this fall as additional work will be needed to select the location and move forward.

Chairperson Steffen asked if this could happen this year based on the work that would be needed.

Deputy City Administrator Gladhill commented that he would feel more comfortable with early 2022, based on the timing of the Highway 10 project and right-of-way acquisition discussions.

Economic Development Manager Sullivan commented that the City currently has the ability to lease RALF property, therefore a lease and sign could be constructed with the knowledge that it may need to be moved in the future. He stated that iDigital stated that they would be willing to relocate a sign, if needed, at no cost to the City.

Member Riley stated that the City previously received a presentation from another company that stated they would not participate in an RFI. He asked if there was a sense as to how the proposal of that company would have compared.

Economic Development Manager Sullivan commented that he is unsure. He stated that it was a smaller company and perhaps they felt that they could not compete, but they did not submit a proposal and therefore it would be unfair to those that did to include that in the discussion.

Chairperson Steffen asked the next steps if this were narrowed down to one company today.

Economic Development Manager Sullivan stated that the first step would be to obtain City Council authorization to move forward. He stated that the City would then begin negotiations and review potential ordinance language.

Member Howell stated that she appreciated that iDigital offered a third spot or half spot option for business advertising as that would make advertising available to more businesses. She stated that she also liked the inclusion of a vertical option.

Member MacLennan stated that the choice seems to be clear as iDigital had a lower price, better quality, more options, and they are willing to relocate at no cost to the City.

Chairperson Steffen commented that he agrees. He stated that his only hesitancy is that Clear Channel has been in the market for a long time and is established. He asked what would happen if there was an issue that owns the sign.

Economic Development Manager Sullivan stated that he did review that element. He stated that Clear Channel is well known because they have a lot of signs and media in this market and metro area. He stated that iDigital has more saturation north and west and the number of signs between the companies are very similar overall. He stated that maintenance and operations would be included in the lease and if a company is not performing the City would have the ability to terminate the lease and/or require a company to remove a sign that is not functional.

Member Cords stated that when reading the proposals, he randomly scored Clear Channel and iDigital about the same but following the discussion he tends to prefer iDigital. He stated that he would not be fundamentally against continuing with more detailed negotiations with both companies.

Member MacLennan asked the cost of advertising for businesses, specifically if the better deal for the City has an impact through higher advertising costs.

Economic Development Manager Sullivan stated that the advertising costs were identified with specific rates in the staff report. He reviewed the discount offered by Clear Channel along with the different advertising choices offered by iDigital.

Chairperson Steffen asked and received confirmation that a digital sign makes sense on Highway 10. He commented that this is a unanimous decision by the EDA that this digital billboard should move forward. He asked if there is a preference for one company or the flexibility of two companies.

Member Riley commented that he would prefer to have the input of the EDA as he will be able to provide his input as a Councilmember during the Council discussion.

Member Howell commented that she preferred the multiple options that were made available through iDigital because of the options it would provide to local businesses.

Chairperson Steffen asked if the EDA were to select iDigital, would the Clear Channel proposal not move forward to the Council.

Economic Development Manager Sullivan replied that he will move this forward as the EDA prefers. He stated that if the groups wants to move forward with two, he would prefer to have it further vetted at EDA and the group then make a single recommendation to the Council. He commented that there is a lot of value to the iDigital proposal, but he would also feel comfortable that Clear Channel could also provide a good sign. He stated that iDigital would be entering a new market and therefore that proposal is aggressive, and they are motivated. He stated that Clear Channel is in the market and therefore would perhaps want to defend that turf. He stated that he would prefer not to develop competing proposals but rather focus on what is best for Ramsey businesses. He stated that the cheapest advertising for Ramsey businesses would be provided through iDigital.

Deputy City Administrator Gladhill commented that the recommendation would be provided to the Council, but they would still receive the information within the case. He stated that the decision of the EDA would be whether it feels confident making a recommendation today or whether it would like to interview the two groups in May and make a recommendation at that time.

Member Olson commented that Lamar should clearly be out and believed that both iDigital and Clear Channel would be viable options. He stated that iDigital appears to be the better choice and the higher quality sign will stand out moving forward as lower quality would begin to look outdated sooner. He stated that he also likes that the company would be willing to move the sign.

Chairperson Steffen agreed that iDigital seems to be the preferred choice and recognized that the next step would be to determine whether the Council would support a digital billboard.

Motion by Member Cords, seconded by Member MacLennan, to recommend to City Council to further investigate and approve the concept of a digital billboard on Highway 10 with the EDA preference for vendor as iDigital.

Motion carried. Voting Yes: Chairperson Steffen, Members Cords, MacLennan, Howell, Olson, and Riley. Voting No: None. Absent: Member Johnson.

6. ADJOURNMENT

Motion by Member Cords, seconded by Chairperson Steffen, to adjourn the meeting.

Motion carried. Voting Yes: Chairperson Steffen, Members Cords, Howell, MacLennan, Olson, and Riley. Voting No: None. Absent: Member Johnson.

The regular meeting of the Economic Development Authority adjourned at 9:13 a.m.

Respectfully submitted,

Sean Sullivan
Economic Development Manager

ATTEST:

Wendy Schlueter
Economic Development Administrative Assistant

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

CC Regular Session

7.3.

Meeting Date: 05/11/2021

By: Mark Riverblood, Engineering/Public Works

Information

Title

Adopt Resolution #21-123, Awarding Contract for the Design and Construction of Exterior Finishes to Pump House No. 3

Purpose/Background:

City Council authorized the completion of the exterior finishes to Pump House #3 on April 27th, 2021. Adoption of Resolution #21-123 is the proper form for Staff to allocate and make payment to the contractor from the Municipal Water Utility funds for this Capital Improvement project.

Funding Source:

This project has been accounted for within the Capital Improvement Plan as funded by the Municipal Water Utility.

Recommendation:

Staff supports the adoption of this Resolution.

Action:

Motion to Adopt Resolution #21-123, Awarding Contract for the Design and Construction of Exterior Finishes to Pump House No. 3

Attachments

Resolution #21-123

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	05/05/2021 11:46 AM
Kurt Ulrich	Kurt Ulrich	05/06/2021 10:43 AM
Grant Riemer	Grant Riemer	05/06/2021 01:35 PM
Kurt Ulrich	Kurt Ulrich	05/06/2021 02:21 PM
Form Started By: Mark Riverblood		Started On: 04/29/2021 02:12 PM
Final Approval Date: 05/06/2021		

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

RESOLUTION #21-123

**RESOLUTION AWARDING CONTRACT TO
AMERICAN LIBERTY CONSTRUCTION INC. FOR THE DESIGN
AND EXTERIOR FINISHES FOR PUMP HOUSE #3**

WHEREAS, pursuant to an advertisement for quotes published on April 2, 2021 and April 9th, 2021 for the design and exterior finishes for pump house #3, quotes were received, opened and tabulated according to law; and

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

<u>Contractor</u>	<u>Total Bid</u>
American Liberty Construction, Inc.	\$132,500.00

WHEREAS, .City Council on April 27th, 2021 authorized the award to American Liberty Construction, Inc. in a not exceed amount of \$120,000.00.

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

- 1) That the Mayor and City Administrator are hereby authorized and directed to enter into a contract with American Liberty Construction Inc. for the design and exterior finishes for pump house #3 , in the amount not to exceed \$120,000.00, and

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of May, 2021.

Mayor

ATTEST:

City Clerk

Meeting Date: 05/11/2021

By: Chris Anderson, Community Development

Information

Title

Adopt Resolution #21-122 Approving the Final Plat and Development Agreement for Wetterlind Acres (Project No. 21-114); Case of Mark Roe on behalf of Sandra and Loren Wetterlind

Purpose/Background:

The City has received an application from Mark Roe (the "Applicant") for a Minor Plat to split the property at 8154 161st Ave NW (the "Subject Property") into two (2) lots. The existing home on the Subject Property would be on the northern lot and would retain its access from 161st Ave, while the new, buildable lot would be the southern parcel and would gain access from the existing 159th Lane cul-de-sac.

Notification:

The City attempted to notify Property Owners, as reflected in the Anoka County Property Records, within 700 feet of the Subject Property of the request.

Observations/Alternatives:

The Subject Property is zoned R-1 Residential (Rural Developing), is approximately 9.95 acres in size, and is guided as Rural Developing in the Comprehensive Plan. The surrounding parcels are all zoned R-1 Residential (Rural Developing), are all guided as Rural Developing in the Comprehensive Plan, and range in size from about 1 acre up to just shy of 15 acres.

Both resulting parcels would meet or exceed all bulk standards for the R-1 District (Rural Developing) district. Lot 1 (with the existing home) would be approximately 4.95 acres in size with over 300 feet of frontage along 161st Ave while Lot 2 (southern, new buildable lot) will be 5 acres and would gain access from the existing 159th Lane cul-de-sac. The Minor Plat will dedicate an additional 5,280 square feet of right-of-way, mostly along 161st Ave but also completing the full radius of the 159th Lane cul-de-sac. as well as the requisite drainage and utility easements around the perimeter of the Subject Property. Both lots would be served by private wells and septic systems.

The Police Department did review the proposed Minor Plat and noted their preference was to not have the plat move forward if it precludes the future connection of Hedgehog Street (terminates at the southern boundary of the Subject Property) and 159th Lane. Both lots do meet all bulk standards of the zoning district. If a road connection were made (or even just the dedication of right-of-way for a future road connection), it would result in a remnant parcel south and west of that corridor that would be smaller than code allows.

Alternatives

Alternative 1: Approve the Final Plat and Development Agreement for Wetterlind Acres. Both resulting lots would meet all bulk standards of the zoning district. The new, buildable lot would gain access from the existing 159th Lane cul-de-sac and the right-of-way of the cul-de-sac, which currently is just shy of the minimum standard, would be enlarged to ensure a full radius of 65 feet. Staff supports this alternative.

Alternative 2: Approve a modified version of the Final Plat and Development Agreement that includes either a road connection between Hedgehog Street and 159th Lane or a corridor of right-of-way for a future connection (at City cost). This would create a remnant parcel that is less than 2.5 acres in size, which is the minimum lot size required

in this zoning district. Planning Staff does not support this alternative.

Alternative 3: Do not approve the Final Plat and Development Agreement. This action would result in the Subject Property remaining as a single lot. It appears that both lots will meet/exceed all bulk standards for the zoning district; thus, Staff does not support this alternative.

Funding Source:

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

Recommendation:

Staff recommends approving the Final Plat and Development Agreement for Wetterlind Acres.

Action:

Motion to adopt Resolution #21-122 approving the Final Plat and Development Agreement for Wetterlind Acres.

Attachments

Site Location Map

Sketch Plan

Final Plat

Development Agreement

ACTION Resolution #21-122: Final Plat and Development Agreement

Form Review

Inbox

Tim Gladhill

Kurt Ulrich

Form Started By: Chris Anderson

Final Approval Date: 05/06/2021

Reviewed By

Tim Gladhill

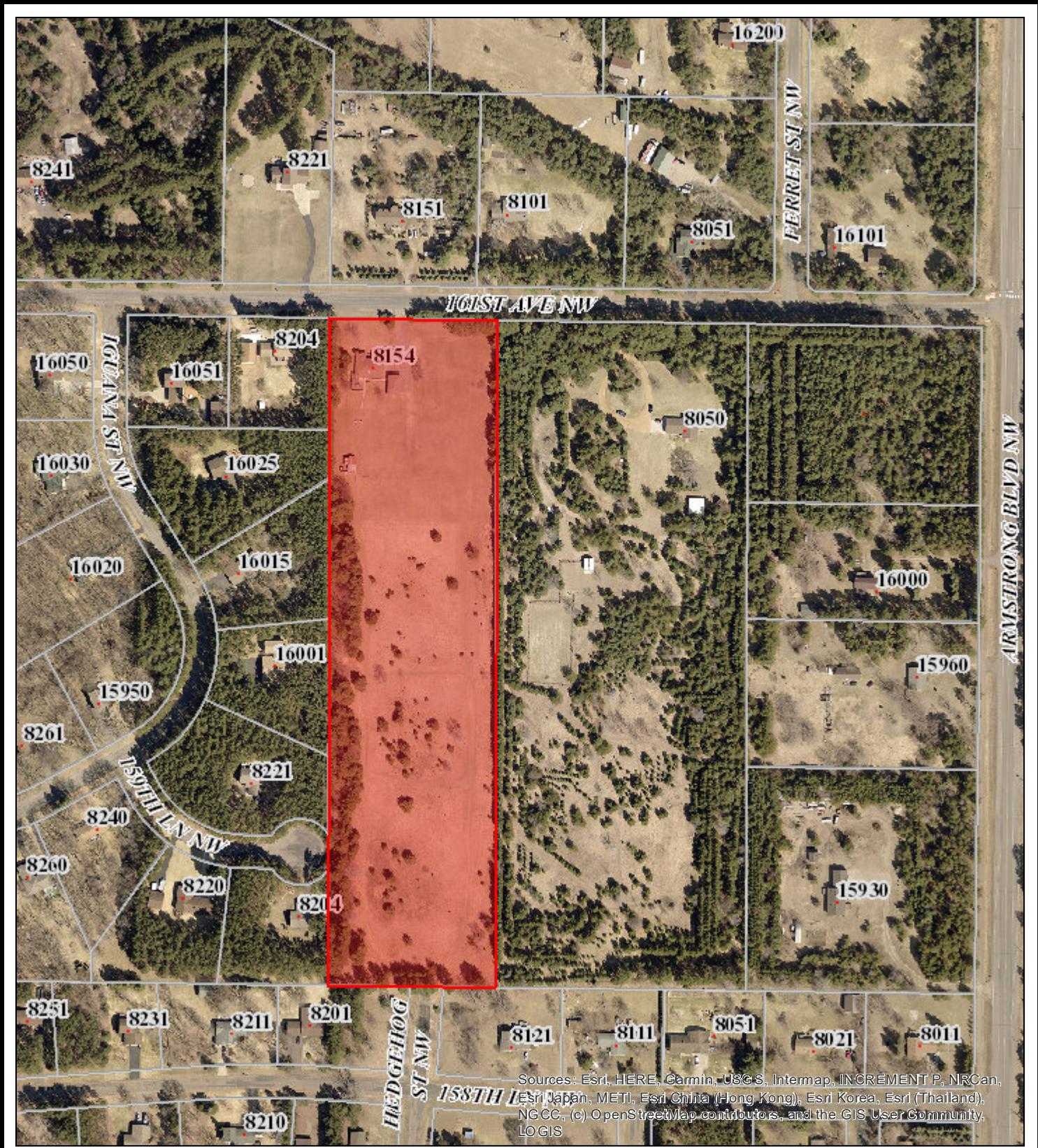
Kurt Ulrich

Date

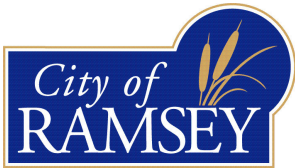
05/06/2021 03:10 PM

05/06/2021 03:21 PM

Started On: 04/28/2021 10:55 AM



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, LOGIS



Site Location Map

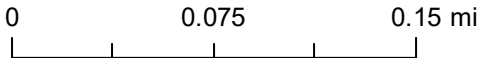
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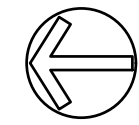
Legend

- Site
- Parcels

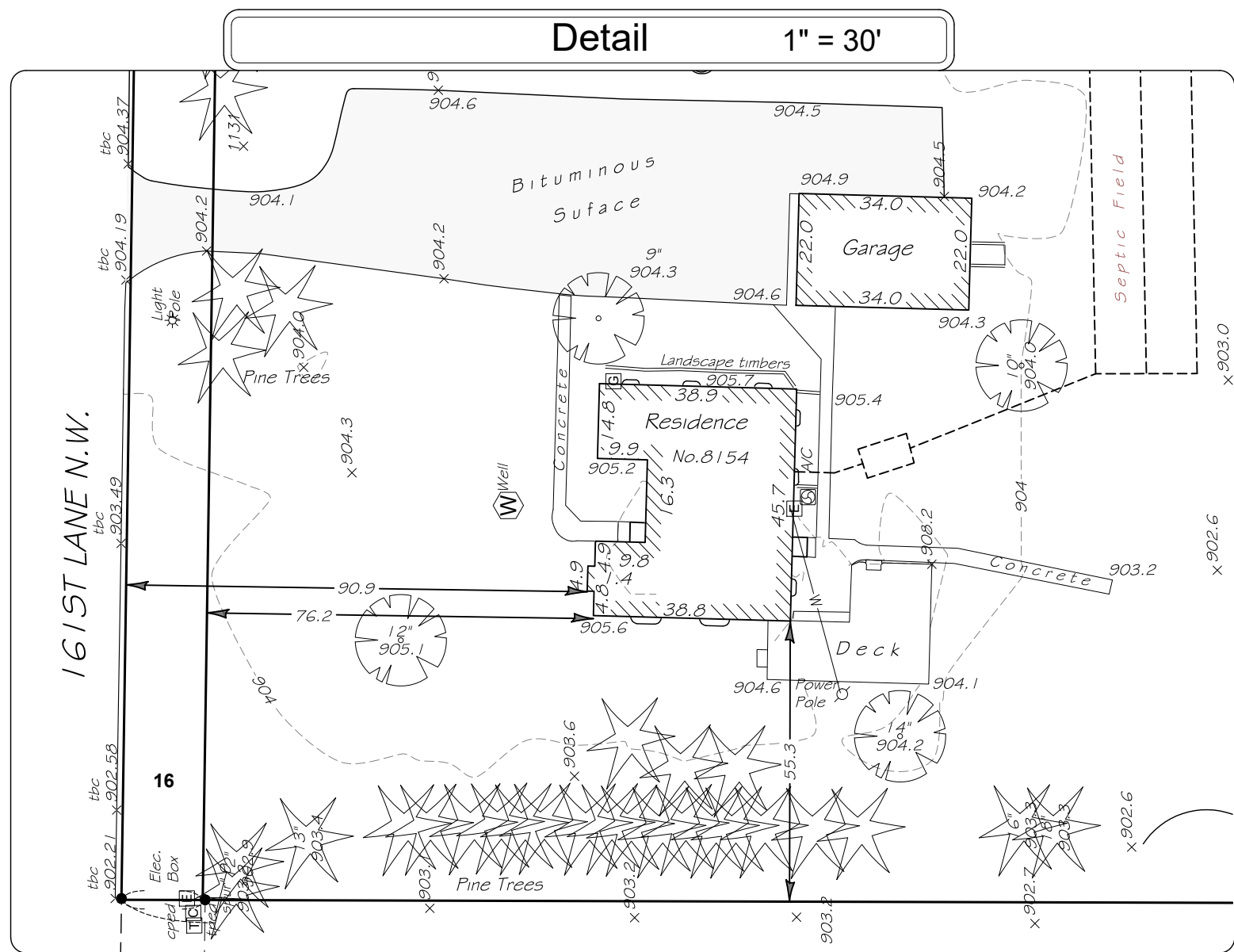
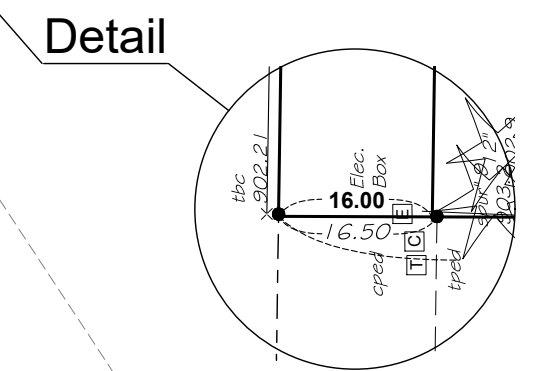
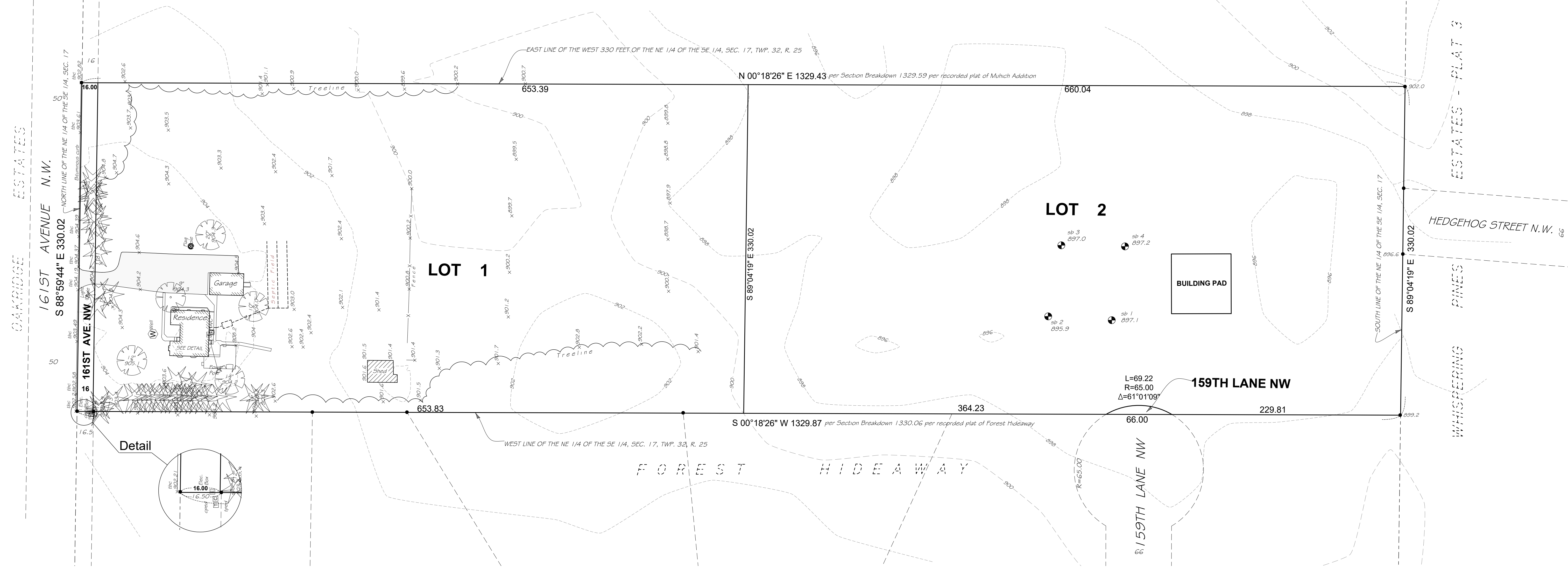


4/7/2021 2:27:28 PM





MUHICH ADDITION



Legal Description

The West 330 feet of the Northeast Quarter of the Southeast Quarter of Section 17, Township 32, Range 25, Anoka County, Minnesota.

Personnel

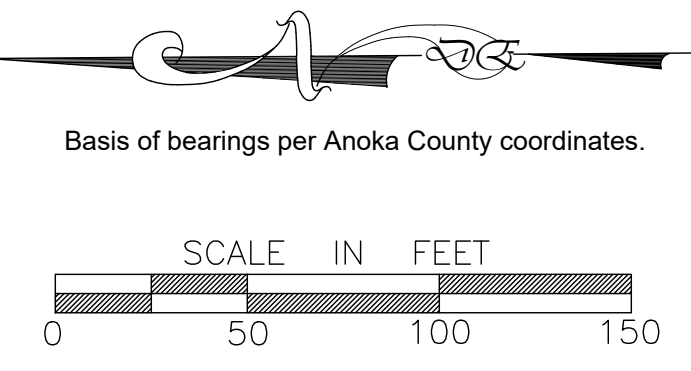
Property Owner: Loren & Sandra Wetterlind, 8154 161st Ave. NW, Anoka, MN 55303
Developer: Mark Roe, 15490 101st Ave. N., Suite 150, Maple Grove, MN 55369
SURVEYOR: Demarc Surveying and Engineering, 7601 73rd Avenue N., Brooklyn Park, MN 55428

Zoning & Development Information

Property Currently Zoned: R-1, Rural Developing
Zoning Ordinance Requirements for Large Single Family Lots:
Building Setbacks: Front - 40 feet, Side Yard - 10 feet, Rear Yard - 40 feet
Minimum lot size - 2.5 acres
Minimum Lot Frontage - 200 feet/100' on cul-de-sac
Maximum impervious Surface Coverage - 35%
Maximum building height - 35 feet
Refer to City code for additional requirements
Proposed Number of Lots = 2
Area of proposed: Lot 1, Block 1 = 4.95 acres (excludes right of way), Lot 2, Block 1 = 5.00 acres
Right-of-Way dedication = 5280 sq.ft (0.12 acres)

Legend

- Denotes Found Iron Monument
Denotes Iron Monument Set
Light
Power Pole
Hydrant
Sanitary Manhole
Storm Manhole
Water Manhole
Catch Basin
Telephone Pedestal Riser
Cable Pedestal Riser
Electric Box or Transformer
Denotes Existing Elevation
Denotes Existing Contours



Miscellaneous Notes

- 1 Property Address: 8154 161st Ave. NW, Ramsey, Minnesota PID No.: 17-32-25-41-0002
2 Area of Parcel = 438783 sq.ft (10.07 acres)
3 Property is in Flood Zone "X" (area of minimal flood hazard) per FEMA panel map number 27003C0165E dated 12/16/2015.
4 Title insurance commitment showing property description and encumbrances of record, if any, per commitment from Stewart Title Guaranty Co., File No. 480721, dated May 18, 2020.
5 Delineated wetlands, if any, has not been determined.
6 Benchmark: MNDOT: 0202C, Aluminum rod Elevation = 889.88 feet
7 Per the National Wetland Inventory website there are no wetlands on site.

Table with columns for FIELD BY, DRAWN BY, CHECKED BY, and Revisions. Includes signature of Gregory R. Frasch and registration number 24992.

Table with columns for Revisions, listing dates and descriptions of changes to the plan.

DEMARCO LAND SURVEYING & ENGINEERING logo and contact information for Minneapolis, Minnesota.

MARK ROE contact information: 8154 161st Ave. N.W., Ramsey, MN 55303

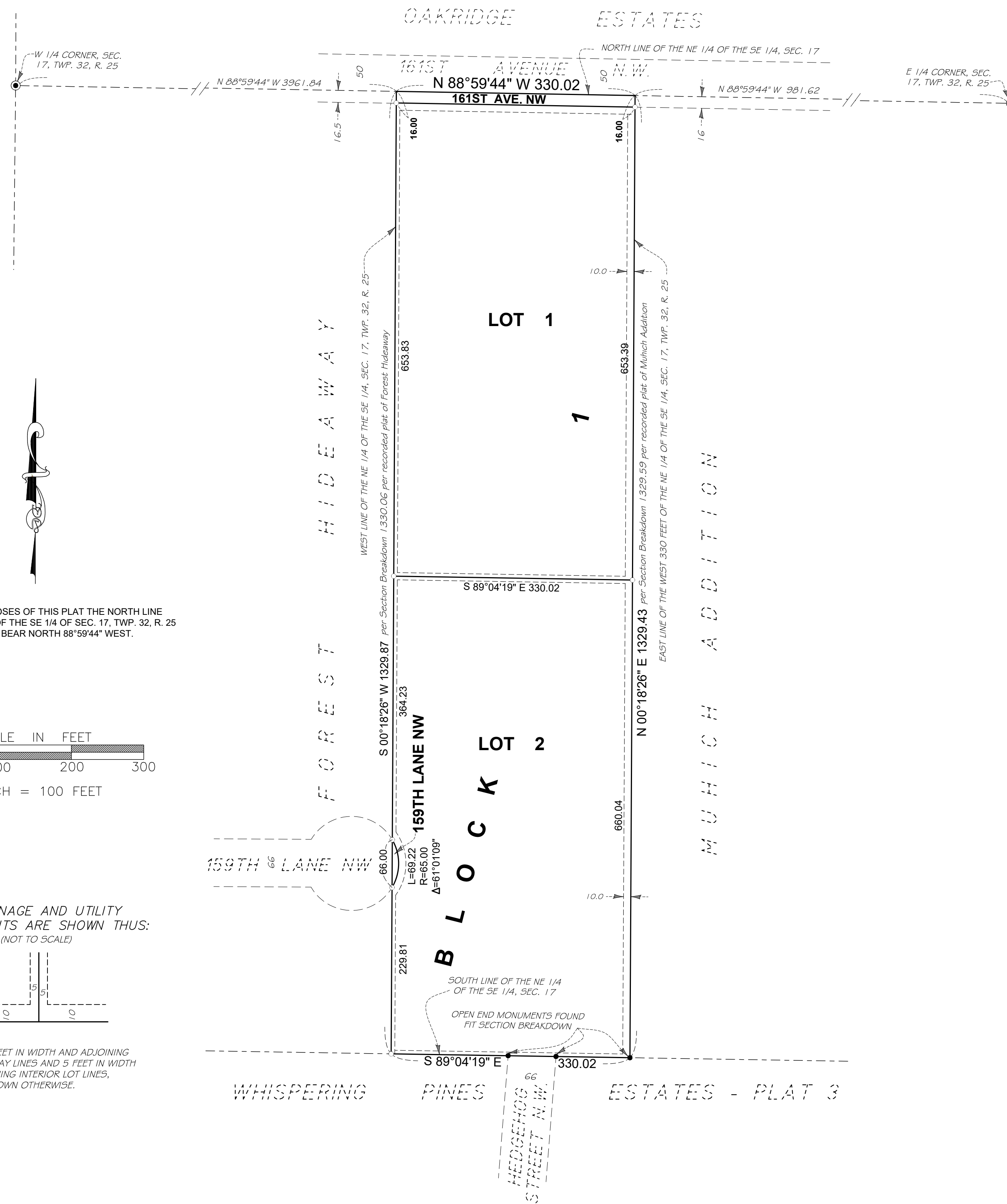
WETTERLIND ACRES logo

PRELIMINARY PLAT City of Ramsey, Anoka County

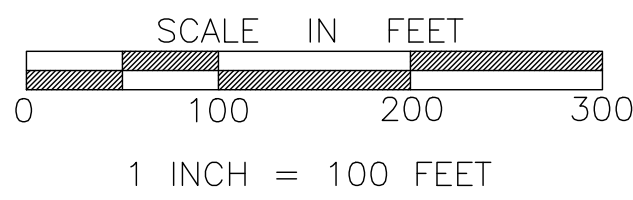
PROJECT: 89027, FB No: 1115-14, SHEET NO. 1 OF 1

WETTERLIND ACRES

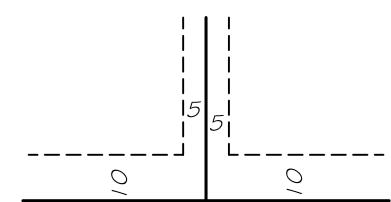
CITY OF RAMSEY
COUNTY OF ANOKA
SEC. 17, T. 32, R. 25



FOR THE PURPOSES OF THIS PLAT THE NORTH LINE OF THE NE 1/4 OF THE SE 1/4 OF SEC. 17, TWP. 32, R. 25 IS ASSUMED TO BEAR NORTH 88°59'44\"/>



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:
(NOT TO SCALE)



BEING 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES AND 5 FEET IN WIDTH AND ADJOINING INTERIOR LOT LINES, UNLESS SHOWN OTHERWISE.

- DENOTES 1/2 INCH BY 1/4 INCH IRON PIPE MONUMENT SET AND MARKED BY LICENSE NUMBER 24992.
- DENOTES FOUND 1/2 INCH OPEN END IRON PIPE MONUMENT
- ⊙ DENOTES FOUND CAST IRON MONUMENT.

KNOW ALL PERSONS BY THESE PRESENTS: That Loren Wetterlind and Sandra Wetterlind, married, owners of the following described property:

The West 330 feet of the Northeast Quarter of the Southeast Quarter of Section 17, Township 32, Range 25, Anoka County, Minnesota.

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

In witness whereof said Loren Wetterlind and Sandra Wetterlind, married, have hereunto set their hands this ___ day of ___, 20__.

By _____
Loren Wetterlind

By _____
Sandra Wetterlind

STATE OF MINNESOTA
COUNTY OF _____

The instrument was acknowledged before me this ___ day of ___, 20__ by Loren Wetterlind and Sandra Wetterlind, married.

(signature) _____
(printed name)
Notary Public, _____ County, Minnesota, My Commission Expires _____

I Gregory R. Prasch do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.
Dated this ___ day of ___, 20__.

Gregory R. Prasch, Licensed Land Surveyor
Minnesota License No. 24992

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this ___ day of ___, 20__ by Gregory R. Prasch.

(signature) _____
(printed name)
Notary Public, _____ County, Minnesota, My Commission Expires _____

CITY COUNCIL, CITY OF RAMSEY, MINNESOTA

This plat of WETTERLIND ACRES was approved and accepted by the City Council of the City of Ramsey, Minnesota at a regular meeting thereof held this ___ day of ___, 20__, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

CITY COUNCIL, CITY OF RAMSEY, MINNESOTA

By _____, Mayor

By _____, Clerk

ANOKA COUNTY SURVEYOR

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

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__.

Property Tax Administrator

By _____, Deputy

COUNTY RECORDER / REGISTRAR OF TITLES

County of Anoka, State of Minnesota

I hereby certify that this plat of WETTERLIND ACRES 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 Number _____.

County Recorder / Registrar of Titles

By _____, Deputy

**CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR WETTERLIND ACRES**

This Agreement (hereinafter the “Agreement”) is dated as of this _____ day of _____, 2021 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “CITY”) and **SANDRA AND LOREN WETTERLIND** (“DEVELOPER”).

WHEREAS, the **DEVELOPER** is the fee owner of the following described property situated in the City of Ramsey, County of Anoka, State of Minnesota, and legally described as follows:

The West 330 feet of the Northeast Quarter of the Southeast Quarter of Section 17,
Township 32, Range 25, Anoka County, Minnesota

-or upon recording-

Lots 1-2, Block 1 WETTERLIND ACRES, Anoka County, Minnesota

(the “Subject Property”); and

WHEREAS, on May 11, 2021, pursuant to Resolution #21-122, the **CITY** approved the final plat for the Subject Property, which plat is known as **WETTERLIND ACRES** (the “Plat”), which approval is contingent on certain requirements, including the **DEVELOPER** and the **CITY** entering into this Agreement.

THEREFORE, in consideration of the mutual promises set forth below, the **CITY** and the **DEVELOPER** agree as follows:

1. Conditions of Approval. The **CITY** has approved the Plat subject to satisfaction of the following conditions subsequent:
 - a. Development Agreement. That the **DEVELOPER** enter into this Agreement.
 - b. Marketable Title. That prior to recording the Plat, the **DEVELOPER** 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.
2. The Plans. The term “Plans” as used in this Agreement means the Sketch Plan, dated April 14, 2021 and Final Plat, both prepared by Demarc Land Surveying and Engineering. The Plans remain subject to: (a) **CITY** Staff’s review and approval and (b) any such further revisions as the **DEVELOPER** may propose and the **CITY** approves. The Plans shall not be attached to this Agreement, but are in the **CITY’S** files.

3. Utilities. The **DEVELOPER** acknowledges that any home constructed on the **Subject Property** shall be serviced with a private well and septic system compliant with all applicable standards in City Code.
4. Stage I Improvements. There are no Stage I Improvements required.
5. Stage I Financial Surety. There are no Stage I Improvements and therefore, there is no Financial Surety required.
6. Stage II CITY Improvements. The future improvements the **DEVELOPER** must construct or install are as follows:
 - a. Installation of survey monumentation.

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

7. Payment of Development Fee’s. The **DEVELOPER** must pay to the **CITY** the fees described on Exhibit A, which may include, but are not limited to, Park Land Dedication Fees, Trail Development Fees, and Storm Management Fees.
8. Requirements for Building and Occupancy Permits.
 - a. No building permit for any lot in the Plat shall be issued until the **DEVELOPER** 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; and (c) obtained all necessary permits from the Lower Rum River Watershed Management Organization and the Anoka Conservation District and has provided a copy of each such permit to the **CITY**.
 - b. No occupancy permit for any lot in the Plat shall be issued until the **DEVELOPER** has: (a) constructed vehicular access to the lot in accordance with standards of City Code; (b) constructed all utilities and storm water facilities this Agreement requires to serve the lot(s) and such utilities and storm water facilities are in place, and operational and the **CITY** has accepted those utilities and storm water facilities; (c) for lots that have a slope of less than 2%, provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on the lot is 1% or greater; and (d) installed and planted the sod and landscaping that are required as a part of the Stage I Improvements.
9. **DEVELOPER Defaults.** If the **DEVELOPER** defaults in the performance of one or more of the **DEVELOPER’S** obligations under this Contract, and i) the **CITY** gives the **DEVELOPER** 30 days written notice of the default and ii) the **DEVELOPER** fails to cure the default within said 30 days, then the **CITY** may

pursue any and all remedies available at law or in equity including, but not limited to, the following:

- a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **DEVELOPER'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **DEVELOPER'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 **DEVELOPER** as promptly as possible that the **CITY** is undertaking to perform the **DEVELOPER'S** obligation or obligations. If the **CITY** performs one or more obligations of the **DEVELOPER**, the **DEVELOPER** 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 **DEVELOPER**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **DEVELOPER** 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 **DEVELOPER** 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 **DEVELOPER'S** Property. As an alternative to seeking recovery from the **DEVELOPER** or the financial guaranty, the **CITY** may levy special assessments against the **DEVELOPER** Property in accordance with Minnesota Statutes Section 429, and the **DEVELOPER**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **DEVELOPER** 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 **DEVELOPER** has cured all of its defaults; and

10. Miscellaneous.

- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraphs or phrase of this Agreement is for any reason invalid,

such decision shall not affect the validity of the remaining portion of this Agreement.

- b. Written Amendments Only. The action or inaction of the **CITY** or the **DEVELOPER** 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 **DEVELOPER'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 **DEVELOPER** 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 platted area until the **DEVELOPER** does comply. Upon the **CITY'S** demand **DEVELOPER** shall cease work until there is compliance.

- d. Mailbox Locations. If the **DEVELOPER** desires to construct mailboxes within the public right of way, the **DEVELOPER** 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 **DEVELOPER** shall be responsible for the cost of establishing seed in all boulevards within 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 **DEVELOPER** 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. The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 10:00 p.m.

- g. Construction Site Maintenance. The **DEVELOPER** 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. Plat Approval Expenses. The **DEVELOPER** 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.

- i. Reimbursement to the CITY. The **DEVELOPER** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.

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

- k. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

TO DEVELOPER:

Sandra and Loren Wetterlind
8154 161st Avenue NW
Ramsey, MN 55303

TO THE CITY:

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

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

THE DEVELOPER:

Sandra Wetterlind

Loren Wetterlind

STATE OF MINNESOTA)

)ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by Loren and Sandra Wetterlind, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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 _____, _____, by Mark E. Kuzma 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

EXHIBIT A

Fees Payable to the City

1. Park Dedication. The **DEVELOPER** is responsible for satisfying applicable Park Dedication requirements for Lot 2, Block 1 of the Plat (the existing home on Lot 1, Block 1 of the Plat is exempt from these Development Fees). The 2021 Park Dedication Fee applicable to the Plat is \$3,500 per residential unit. **DEVELOPER** must pay a Park Dedication Fee of Three Thousand Five Hundred Dollars and No Cents (\$3,500 x 1 unit = **\$3,500.00**). The **DEVELOPER** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
2. Trail Development Fees. The **DEVELOPER** is responsible for satisfying applicable Trail Development Fee requirements for Lot 2, Block 1 of the Plat (the existing home on Lot 1, Block 1 of the Plat is exempt from these Development Fees). The 2021 Trail Development Fee applicable to the Plat is \$1,000 per residential unit. **DEVELOPER** must pay a Trail Development Fee of One Thousand Dollars and No Cents (\$1,000 x 1 unit = **\$1,000.00**). The **DEVELOPER** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
3. Stormwater Management Fee. The **DEVELOPER** is responsible for satisfying applicable Stormwater Trunk Fee requirements for Lot 2, Block 1 of the Plat (the existing home on Lot 1, Block 1 of the Plat is exempt from these Development Fees). The 2021 Stormwater Management Fee applicable to the Plat is \$502 per residential unit. **DEVELOPER** must pay a Stormwater Management Fee of Five Hundred Two Dollars and No Cents (\$502 x 1 unit = **\$502.00**). The **DEVELOPER** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

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

RESOLUTION #21-122

**RESOLUTION APPROVING THE FINAL PLAT AND
DEVELOPMENT AGREEMENT FOR WETTERLIND ACRES**

RECITALS

1. Sandra and Loren Wetterlind, hereafter referred to as “Developer”, properly applied for Final Plat approval of the following described property located in the City of Ramsey:

The West 330 feet of the Northeast Quarter of the Southeast Quarter of Section 17,
Township 32, Range 25, Anoka County, Minnesota

-Or upon recording-

Lots 1-2, Block 1, WETTERLIND ACRES

(the "Subject Property")

2. The City of Ramsey received an application for a Sketch Plan and Final Plat for WETTERLIND ACRES from the Developer on April 7, 2021; and
3. The City Council reviewed the Final Plat and Development Agreement on May 11, 2021.

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

1. That the Ramsey City Council hereby grants approval of the Final Plat and Development Agreement for WETTERLIND ACRES in accordance with relevant City Codes, subject to the following conditions:
 - a) Review and approval as to legal form of the Final Plat and Development Agreement by the City Attorney.
 - b) Developer entering into a Development Agreement with the City of Ramsey.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this

the 11th day of May, 2021.

Mayor

ATTEST:

City Clerk

Meeting Date: 05/11/2021

By: Brian McCann, Community
Development

Information

Title

Adopt Resolution #21-112 Confirming Extent of Lawful Nonconforming Rights at 14300 Sunfish Lk Blvd NW

Purpose/Background:

The purpose of this case is to seek high-level policy direction from the City Council before approaching the Property Owner of the below referenced Code Complaint. This does not authorize any specific enforcement action, but aims to better understand Council's initial direction. There will be plenty of opportunity to discuss and negotiate with the Property Owner at a later date.

The City has received a complaint on the Subject Property in regard to an automotive repair and automotive sales business on site. There has been a tow truck company operating out of the Subject Property since 1993, and a Conditional Use Permit was approved for that business.

In 2018, another business was moving forward with the Conditional Use Permit for automotive repairs and automotive sales, but their application was withdrawn before a decision was made. Since then, the business has been operating illegally and is not in compliance with City Code regulations.

It does not appear that the Subject Property has rights to automotive repairs or automotive sales, but if the landowner can provide alternative information proving said rights, City Staff will bring back to City Council for consideration.

Notification:

No notification required.

Observations/Alternatives:

By adopting this resolution, the Council will provide necessary direction so that Staff can take next steps in the enforcement process. If the City Council desires a more in depth discussion on this topic, Staff would recommend that the City Council postpone action and Staff will provide a more detailed report.

Funding Source:

Staff is handling this case as part of regular duties.

Recommendation:

Staff recommends adoption of Resolution #21-112 stating that there are no existing lawful, nonconforming rights allowing automotive sales, automotive repairs, or other nonconforming rights onsite.

Action:

Motion to Adopt Resolution #21-112.

Attachments

Site Location Map

Historical Aerials

Resolution #93-10-243 (No Action Required)

Resolution #18-136 (No Action Required)

ACTION Resolution #21-112

Form Review

Inbox

Tim Gladhill

Kurt Ulrich

Form Started By: Brian McCann

Final Approval Date: 05/06/2021

Reviewed By

Tim Gladhill

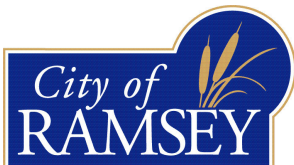
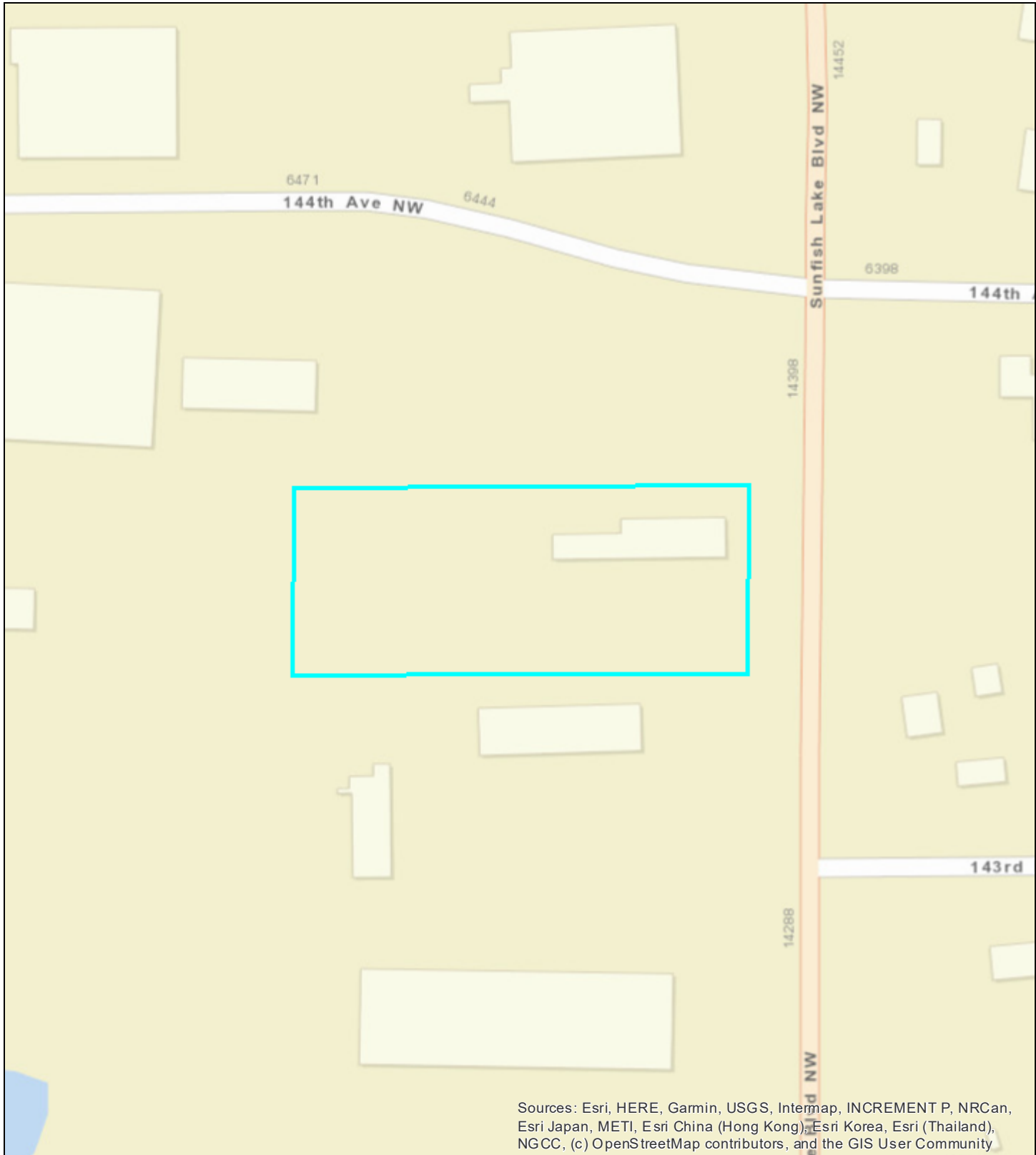
Kurt Ulrich

Date

05/06/2021 09:01 AM

05/06/2021 10:21 AM

Started On: 04/19/2021 10:18 AM



Site Location Map

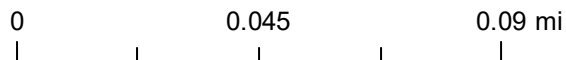
14300 Sunfish Lake Blvd NW

Legend

-  Site
-  Parcels



5/5/2021, 3:07:27 PM



2020



2017



2015



2014



2011



2018



2006



2005



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

RESOLUTION #93-10-243

A RESOLUTION ADOPTING FINDINGS OF FACT #0347 RELATING TO A REQUEST FOR A CONDITIONAL USE PERMIT TO ESTABLISH A TOWING SERVICE WITH IMPOUND LOT AND AUTO REPAIR FACILITY IN THE INDUSTRIAL DISTRICT

WHEREAS, Champlin Towing, Inc., hereinafter referred to as "Applicant", has properly applied for a Conditional Use Permit to establish a towing service with impound lot and auto repair facility in the Industrial District on the property generally known as 14300 Sunfish Lake Blvd. N.W. and legally described as follows:

That part of the East 500 feet of the Northeast Quarter of the Southeast Quarter of Section 27, Township 32, Range 25, Anoka County, Minnesota lying north of the South 400 feet thereof and lying south of the North 750 feet thereof (as measured along the south and east lines thereof); except road; subject to easements of record.

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

1. That the Applicant appeared before the Planning and Zoning Commission for a public hearing pursuant to Section 9.03.04 (Conditional Use Permits) of the Ramsey City Code on October 5, 1993 and that said public hearing was properly advertised and that the minutes of said public hearing are hereby incorporated as a part of these findings by reference.
2. That the subject property is zoned Industrial and is approximately 1.86 acres in size.
3. That towing operations and auto repair facilities are not a permitted use in the Industrial District.
4. That the adjacent properties to the north, south and west are zoned Industrial and the property on the east side of Sunfish Lake Blvd. N.W. is zoned R-1 Rural Residential.
5. That the Applicant has provided a site plan consisting of two sheets, one sheet drawn by CD Systems of St. Paul and dated 9/14/93 and one sheet that includes contours drawn by Jim Kyro and Associates and dated 9/21/93. The site plan indicates that the towing service and auto repair facility would be accommodated by existing structures and pavement on the site.
6. That the Applicant has stated that an impound lot will need to be developed on the property as an accessory use to the towing service.
7. That Section 9.20.26 (Industrial District) of the Ramsey City Code allows for outside storage as an accessory use provided the area is surfaced to control dust.
8. That the proposed location for the impound lot on the site is surfaced with asphalt.
9. That a major portion of the site is fenced with chain link fencing and the Applicant is proposing to add fencing to encompass the balance of the site and divide the impound lot from the front offices and customer/employee parking area.

10. That Section 9.11.09 (Screening) of the Ramsey City Code requires that all outside storage be screened on all property lines and that screening may consist of plantings or fencing or a combination thereof.
11. That the Applicant has indicated that the towing service will employ 1 office staff person and that the shop may be occupied by a cabinet maker and the garage may be occupied by an auto mechanic. Based on this information, the eight (8) employee/customer parking spaces accounted for on the site plan would appear to be sufficient.
12. That in conversations with Anoka County Environmental Services, City Staff has determined that caution should be taken to ensure that in the impound lot, fluid residue from vehicles is contained on site and that the asphalt has been treated to a non-permeable stage.
13. That the proposed use will not be unduly dangerous or otherwise detrimental to existing or future neighboring uses.
14. That the proposed use will not substantially adversely impair the use, enjoyment or market value of any surrounding property.
15. That the proposed use will be operated and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and the proposed use will not change the essential character of the area.
16. That the proposed use will not be hazardous or disturbing to existing or future neighboring uses.
17. That the proposed use will be served adequately by essential public facilities and services such as streets, police and fire protection.
18. That the proposed use will not create excessive additional requirements at public cost for public facilities and services.
19. That the proposed use will not involve uses, activities, processes, materials and equipment and conditions of operation that will be detrimental to any neighboring properties or persons by reason of excessive production of traffic, noise, or odors.
20. That the Applicant has stated that there would be no more than twenty (20) impounded vehicles stored in the impound lot at any one time.
21. That in conversations with the Metropolitan Pollution Control Agency, City Staff has determined that a Storm Sewer Run-off Permit is not required for the proposed use. However, the City can generally require the Applicant to conform with best management practices for the purpose of eliminating or reducing the potential for storm water contamination.

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

Mayor James Gilbertson
Councilmember Glen Hardin
Councilmember Gerald Zimmerman
Councilmember Kenneth Peterson
Councilmember Sheila Beyer

and the following voted against the same:

None


and the following abstained:

None


and the following were absent:

None

whereupon said resolution was declared duly adopted by the Ramsey City Council this the 12th day of October, 1993.


~~Chairman~~ Mayor

ATTEST:



City Administrator

Please Note: There is no Resolution #18-136 - Applicant has withdrawn the request.

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

RESOLUTION #18-136

A RESOLUTION APPROVING/DENYING A REQUEST FROM SUNFISH PROPERTIES LLC FOR A CONDITIONAL USE PERMIT TO ALLOW MOTOR VEHICLE SALES IN THE E-1 EMPLOYMENT DISTRICT AT THE PROPERTY LOCATED AT 14300 SUNFISH LAKE BLVD NW.

RECITALS

1. Sunfish Properties LLC, hereinafter referred to as the “Permittee”, has properly applied for a Conditional Use Permit to allow motor vehicle sales in the E-1 Employment District on the property generally known as 14300 Sunfish Lake Blvd NW and legally described as follows:

That part of the east 500 feet of the Northeast Quarter of the Southeast Quarter of Section 27, Township 32, Range 25 lying north of the south 400 feet thereof and lying south of north 750 feet thereof (as measured along south and east lines thereof); except road; subject to easement of record, Anoka County, Minnesota

(“Subject Property”)

2. The City of Ramsey received an application for a Zoning (Text) Amendment and a Conditional Use Permit from the Permittee on May 29, 2018.
3. That the Permittee appeared before the Planning Commission for a public hearing pursuant to Section 117-51 (Conditional Use Permits) of the Ramsey City Code on July 12, 2018, and that said public hearing was properly advertised and that the minutes of said public hearing are hereby incorporated by reference.
4. That the Subject Property is approximately 1.82 acres in size and is located within the E-1 Employment District.
5. That the surrounding properties to the north, south and west are all zoned E-1 Employment District and range in size from 2 to 4.5+ acres in size.
6. That the properties east of Sunfish Lake Blvd are zoned R-1 Residential and are approximately one (1) acre in size.
7. That motor vehicle sales is currently not identified as a permitted or conditional use in the E-1 Employment District.
8. That the Permittee has applied for a Zoning Amendment to add motor vehicle sales as a conditional use in the E-1 Employment District.

9. That the stated intent of the E-1 Employment District is to accommodate general industrial activities.
10. That the Permittee has submitted a floor plan of the building on the Subject Property that indicates the intention to install eighteen (18) individual tenant suites, each with separate access from the exterior of the building.
11. That the Permittee has submitted a site plan that shows three (3) rows of parking/display area stacked on top of each other along the south lot line and eighteen (18) additional stalls along the southern wall of the building.
12. That City Code requires a twenty-four (24) foot wide drive aisle to access any vehicles displayed and the southern two (2) rows do not comply.
13. That the Subject Property is served by a private well and septic system and that documentation must be submitted to the City demonstrating that there is sufficient capacity to accommodate the proposed building improvements.
14. That the Permittee has stated that additional paving would be installed as needed to accommodate future tenants.
15. That any grading and/or paving shall require plans prepared by the Permittee and submitted to the City for review and approval.

FINDINGS OF FACT

1. That motor vehicle sales will be unduly dangerous or detrimental to persons residing or working in the vicinity of the use, or to the public welfare.
2. That motor vehicle sales will substantially adversely impair the use, enjoyment or market value of any of the surrounding properties.
3. That the motor vehicle sales operation will not be maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will change the essential character of the area.
4. That motor vehicle sales will be hazardous to existing or future neighboring uses.
5. That motor vehicle sales will impact essential public facilities and services, such as highways, streets, police and fire protection.
6. That motor vehicle sales will create excessive additional requirements at public cost for public facilities and services and will be detrimental to the economic welfare of the community.

7. That motor vehicle sales will involve uses, activities and equipment that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors.

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

1. That this Conditional Use Permit (the "Permit") shall supersede and replace the Conditional Use Permit approved by City Council in Resolution #93-10-244 and issued on October 12, 1993.
2. That the towing service with impound lot and auto repair facility shall be permitted to continue in accordance with the terms and conditions contained herein.
3. That the towing service shall be permitted for 24-hour operation.
4. The perimeter of the impound lot shall be fenced and wherever chain link fence is used, a tree screening shall also be established to screen the outside storage from neighboring uses. The east fence line of the impound lot shall consist of a six (6) foot high privacy fence. Additional trees shall be planted along the southern lot line and the east lawn area to provide screening of the motor vehicles displayed for sale.
5. That the Permittee shall provide grading and drainage plans to the City for review and approval prior to any surface parking expansion and sidewalk installation.
6. That the Permit specifically prohibits the use of outdoor speaker devices.
7. That the Permittee shall provide a separate exterior entrance to each tenant space and the Permittee shall be responsible for obtaining any applicable permits from the **City** to complete these building modifications.
8. That the Permittee shall install a sidewalk around the building to provide direct access to each tenant space and said improvements must be shown on the site plan and reviewed for compliance with applicable regulations.
9. That this Permit shall be perpetual in duration as long as the terms are herein complied with.

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 24th day of July, 2018.

Acting Mayor

ATTEST:

City Clerk

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

RESOLUTION #21-112

**RESOLUTION STATING THE EXTENT OF
LAWFUL, NONCONFORMING RIGHTS AT 14300 SUNFISH LAKE BLVD NW**

WHEREAS, the City of Ramsey currently has an open code enforcement case for permitted uses on the property legally described as:

THAT PRT OF E 500 FT OF NE1/4 OF SE1/4 OF SEC 27 TWP 32 RGE 25
LYG N OF S 400 FT THEREOF & LYG S OF N 750 FT THEREOF (AS MEAS
ALG S & E LINES THEREOF); EX RD; SUBJ TO EASE OF REC, Anoka
County, Minnesota

(the “Subject Property”); and

WHEREAS, the City of Ramsey is considering the extent of legal, nonconforming rights in relation to auto repair or auto sales uses on the Subject Property; and

WHEREAS, the City of Ramsey reviewed historical aerial photos, historical City Codes, and existing site layout; and

WHEREAS, the City of Ramsey approved a Conditional Use Permit for a tow yard on the Subject Property in 1993; and

WHEREAS, a Conditional Use Permit for automotive repair and automotive sales on the Subject Property was withdrawn in July of 2018; and

WHEREAS, the City of Ramsey received a complaint of automotive repairs and sales on the Subject Property without a Conditional Use Permit; and

WHEREAS, the City of Ramsey City Council reviewed the request on May 11, 2021.

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

- 1) The City Council of the City of Ramsey states that there are no lawful, nonconforming rights related to automotive repair or automotive sales use on the Subject Property.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 11th day of May, 2020.

Mayor

ATTEST:

City Clerk

Meeting Date: 05/11/2021

By: Bria Raines, Community Development

Information

Title

Adopt Resolution #21-115 Approving an Abatement of 7471 152nd Avenue NW

Purpose/Background:

Planning is seeking authorization to abate the items in violation of City Code at 7471 152nd Avenue NW. The Subject Property appears to have a lawnmower salvage operation without a Home Occupation Permit as regulated by 117-351. There are other public nuisance items in violation of Chapter 30 and Section 117-351 of City Code in relation to the outdoor storage of machinery and home occupation, respectively.

Notification:

No notification is required.

Observations/Alternatives:

Summary:

- There are two code enforcement cases on the Subject Property.
- Photos of property document founded violations.
- A first notice of violation for refuse items and home occupation was sent on March 17, 2021 after a drive-by inspection was conducted.
- A second notice of violation for refuse items and home occupation was sent on April 2, 2021. An administrative citation of \$75 was included with the letter.
- No contact has been established with the property owner regarding the condition of the Subject Property.
- Staff has received numerous complaints about the Subject Property.

Funding Source:

Staff handles all Code Enforcement cases as part of their regular duties.

Recommendation:

Staff recommends motion to adopt Resolution #21-115 approving an abatement of 7471 152nd Avenue NW to remove items in violation of City Code including lawnmowers, machinery parts, and other refuse items from the property. The cost of the work will be assessed to the Property Taxes for the Subject Property.

Action:

Motion to adopt Resolution #21-115 approving an abatement of 7471 152nd Avenue NW.

Attachments

First Notice of Violation

Second Notice of Violation

Resolution 21-115

Form Review

Inbox

Brian McCann

Kurt Ulrich

Tim Gladhill

Brian McCann

Kurt Ulrich

Tim Gladhill

Form Started By: Bria Raines

Final Approval Date: 05/06/2021

Reviewed By

Brian McCann

Kurt Ulrich

Bria Raines

Brian McCann

Kurt Ulrich

Tim Gladhill

Date

04/22/2021 11:22 AM

05/06/2021 10:34 AM

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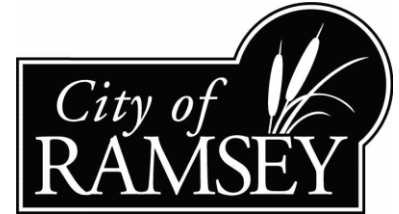
05/06/2021 02:51 PM

05/06/2021 03:05 PM

Started On: 04/21/2021 11:22 AM

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit



March 17th, 2021

Paul M. Griffin
Or Current Owner
7471 152nd Ave NW
Ramsey, MN 55303

-FIRST NOTICE OF VIOLATION -

RE: Home Based Business and Public Nuisance Violations on Anoka County PID #21-32-25-42-0024 (7471 152nd Ave NW)

Dear Property Owner:

The City of Ramsey has adopted ordinances that are designed to keep the community safe, healthy and attractive. The City received a complaint on the above premises in regards to the following violations of the Ramsey City Code:

- Chapter 30-3. – Property conditions constituting a public nuisance.
 - (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.
- City Code Section 117-351. - Home occupations.
 - The City received a complaint of a lawnmower salvage operation on site. Home occupations require a permit, administrative or from City Council, for work exceeding the parameters set by Section 117-351.

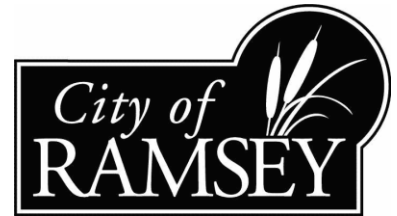
You have 14 days from the date of this letter to address the following (or you will receive another administrative citation of \$250):

- Chapter 30-3. – Property conditions constituting a public nuisance.
 - Properly store all public nuisance items, or remove them from the property.
- City Code Section 117-351. - Home occupations.
 - Apply for a Home Occupation Permit – copy of questionnaire is attached

Please contact me at (763) 433-9860 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.

Sincerely,

Brian McCann, Planning Technician
(763) 433-9860 | bmccann@cityoframsey.com
Ramsey Planning Division



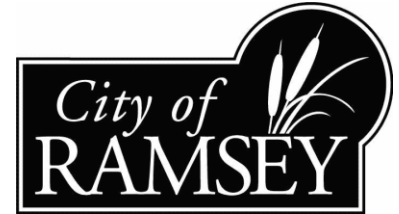
Exhibits 1-2: Evidence of a lawnmower salvage business



City of Ramsey ♦ 7550 Sunwood Dr NW ♦ Ramsey, MN 55303
City Hall (763) 427-1410 ♦ Police Administration (763) 427-6812

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit



PLEASE CONTACT THE PLANNING DIVISION 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:

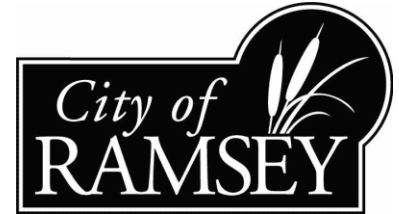
Jeff Katers, Chief of Police
Ramsey Police Department
7550 Sunwood Drive NW
Ramsey, MN 55303

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.

STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY
Code Enforcement Unit



April 2nd, 2021

Paul M. Griffin
Or Current Owner
7471 152nd Ave NW
Ramsey, MN 55303

-SECOND NOTICE OF VIOLATION -

RE: Home Based Business and Public Nuisance Violations on Anoka County PID #21-32-25-42-0024 (7471 152nd Ave NW)

Dear Property Owner:

The City of Ramsey has adopted ordinances that are designed to keep the community safe, healthy and attractive. The City received a complaint on the above premises in regards to the following violations of the Ramsey City Code:

- Chapter 30-3. – Property conditions constituting a public nuisance.
 - (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.
- City Code Section 117-351. - Home occupations.
 - The City received a complaint of a lawnmower salvage operation on site. Home occupations require a permit, administrative or from City Council, for work exceeding the parameters set by Section 117-351.

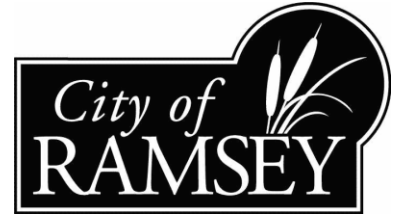
You have 14 days from the date of this letter to address the following (or you will receive another administrative citation of \$250):

- Chapter 30-3. – Property conditions constituting a public nuisance.
 - Properly store all public nuisance items, or remove them from the property.
- City Code Section 117-351. - Home occupations.
 - Apply for a Home Occupation Permit – copy of questionnaire is attached

Please contact me at (763) 433-9860 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.

Sincerely,

Brian McCann, Planning Technician
(763) 433-9860 | bmccann@cityoframsey.com
Community Development Department



Exhibits 1-2: Evidence of a lawnmower salvage business



City of Ramsey ♦ 7550 Sunwood Dr NW ♦ Ramsey, MN 55303
City Hall (763) 427-1410 ♦ Police Administration (763) 427-6812

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

RESOLUTION #21-115

A RESOLUTION APPROVING HIRING CONTRACTORS TO ABATE PUBLIC NUISANCE ITEMS FROM 7471 152nd AVE NW

WHEREAS, the property owner Paul M. Griffin (the “Property Owner”) has an open code enforcement case on the property generally known as 7471 152nd Avenue NW and legally described as follows:

E 200 FT OF W 800 FT OF S 220 FT OF N 660 FT OF SE1/4 OF SEC 21 TWP 32 RGE 25, EX RD, SUBJ TO EASE OF REC, Anoka County, Minnesota

(the “Subject Property”); and

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

WHEREAS, the Subject Property is approximately 0.85 acres in size; and

WHEREAS, there are documented City Code violations for the year 2021, with notices of violation regarding home occupation and public nuisance items; and

WHEREAS, the City has most recently opened a case on the Subject Property for violations related to home occupation and public nuisance items; and

WHEREAS, the City sent a formal first notice of violation on March 17, 2021 for home occupation and public nuisance violations; and

WHEREAS, the City of Ramsey City Code would allow the Subject Property to apply for a home occupation permit and properly store of all public nuisance items; and

WHEREAS, Staff estimates the Subject Property has over 10 lawnmowers on the property, alleged to be part of Subject home occupation violation; and

WHEREAS, the Nuisance Regulations in the City Code prohibit the outdoor storage of junk, debris, items that are not being put to their intended use, construction debris, and other stockpiles of materials; and

WHEREAS, the Home Occupation section in the City Code states that a home occupation will not become a nuisance to the neighborhood or otherwise violate these guidelines, and the property does not have a home occupation permit; and

WHEREAS, a second notice of violation and administrative citation were sent on April 2, 2021; and

WHEREAS, the Property Owner has not been compliant with Staff requests for inspections and has not been making continued progress of the cleanup required onsite.

RESOLUTION #21-115

WHEREAS, the Property Owner has not paid for the administrative citations and no contact has been established.

FINDINGS OF FACT

1. The City inspected the property from the road on:
 - a. March 17, 2021; and
 - b. April 2, 2021.

2. The City sent formal notices via US Mail on:
 - a. March 17, 2021 for a first notice of violation requesting the proper storage or removal of items being stored outside, and request for application for a home occupation permit. The notice cited City Code requesting public nuisance items to be removed and home occupation permit for lawnmower salvage operation. A home occupation permit questionnaire was included.
 - b. March 17, 2021 for a first notice of violation requesting the proper storage or removal of items being stored outside, and request for application for a home occupation permit. The notice cited City Code requesting public nuisance items to be removed and home occupation permit for lawnmower salvage operation. A home occupation permit questionnaire was included and first citation of \$75.00.

3. The City has received no payment or contact from the Property Owner.

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

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

1. The City of Ramsey shall utilize Northstar Towing and Reshetar Systems Inc. for abatement services per City policy.

2. That the week of May 25, 2021, the City of Ramsey will work with the abatement contractors listed above to remove pieces of machinery, salvage parts, lawnmowers and other nuisance items stored outside that are not being put to their intended use.

3. That future violations within twelve (12) months of the same type will result in financial penalties and quicker escalation of violation notices.

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

5. That if the Property Owner misses one of the aforementioned deadlines, Staff has the

approval to:

- a. Reinspect the Subject Property and document all items out of compliance.
- b. Issue an abatement notice for specific items outlined in step (a).
- c. Abate the Subject Property of items and charge abatement back to Property Owner.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of May, 2021.

