City of Ramsey
Agenda
Regular City Council
Tuesday, August 24, 2021
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

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. Presentation Highlighting the 2021 Happy Days Festival

3. Citizen Input

4. Approve Agenda

5. Consent Agenda

1. Receive Cash & Investments for Period Ending July 31, 2021

2. Note the Following Boards, Commissions, and Committee Meeting Minutes:
- Economic Development Authority Meeting Minutes Dated July 8, 2021
- Park and Recreation Commission Meeting Minutes Dated July 8, 2021
- Environmental Policy Board Meeting Minutes Dated July 19, 2021

3. Review Updated Fees for Architectural Design of New Salt Shed

4. Approve the Following Meeting Minutes:

1. City Council Special Work Session dated 7/20/2021
2. City Council Work Session dated 8/10/2021
3. City Council Regular Session dated 8/10/2021
4. City Council Work Session dated 08/10/2021 (Reconvened)

5. Approve Business Licenses

6. Approve Rental Licenses

7. Approve Request to Declare Surplus Property

8. Adopt Resolution # 21-249 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of August 5, 2021 through August 18, 2021

9. Adopt Resolution #21-231 Authorizing Partial Payment No. 4 to Kuechle Underground, Inc. of Kimball, MN. for Improvement Project #21-00, Riverdale Drive Improvements from Feldspar Street to Sunfish Lake Boulevard.

10. Adopt Resolution #21-233 Authorizing Partial Payment No. 1 to North Valley, Inc. for Improvement Project #21-03, for Business Park 95 Street Reconstruction.

11. Adopt Resolution #21-234 Approving Change Order #1 for Business Park 95 Street Reconstructions, Improvement Project #21-03

12. Adopt Resolution #21-235 Authorizing Final Payment to Douglas Kerr Underground, LLC for Improvement Project #20-04, Puma Street Improvements.

13. Adopt Resolution #21-236 Authorizing Partial Payment No. 2 to North Valley, Inc. for Improvement Project #21-05, 2021 MSA Pavement Overlay Improvements.

14. Adopt Resolution #21-237 Authorizing Partial Payment #2 to North Valley Inc. for Improvement Project #21-04, 2021 Neighborhood Pavement Overlay Improvements.

15. Adopt Resolution #21-240 Accepting Municipal Utility Testing Proposals for 2022 Pavement Management Program Projects

16. Adopt Resolution #21-243 Granting an Easement Encroachment Agreement for 8897 151st Lane NW; Case of Preserve at Northfork, LLC

17. Adopt Resolution #21-245 Authorizing Partial Payment #11 to RJM Construction for Improvement Project 20-07 New Public Works Facility

18. Adopt Resolution #21-246 Authorizing Change Order No.1 for Tiger Street Reconstruction, Improvement Project #21-02

19. Adopt Resolution #21-250 Releasing Agreements for Lot 2, Block 1 Amsterdam Extension, Case of Oppidan, LLC

20. Adopt Resolution #21-251 to Hire a Public Works Parks Worker Backfilling a Vacant Position

6. Public Hearing

1. PUBLIC HEARING: Adopt Resolution #21-241 Approving The Modification To The Development Program For Development District No. 1 and Establishing Tax Increment Financing District No. 18: Oppidan Industrial Within Development District No. 1 and Approving The Tax Increment Financing Plan Therefor; and Authorizing An Interfund Loan and Resolution #21-242 Authorizing Execution of a Tax Increment Financing (TIF) Agreement: Oppidan Incorporated, Case of Ramsey Industrial Owner LLC and Oppidan Incorporated

7. Council Business

1. Adopt Ordinance #21-17 Amending Rental Licensing Requirements to Include Short-Term Rentals

2. Adopt Resolution #21-244 Providing for the Sale of $10,700,000 General Obligation Capital Improvement Plan Refunding Bonds, Series 2021A

3. Consider Resolution 21-229, Comprehensive Plan Amendment to Re-Guide PID #20-32-25-44-0003 from High Density Residential (HDR) to Medium Density Residential (MDR) (Project No. 21-122); Case of Lennar

4. Revised Quote on Used Sweeper/Scrubber for the New PW Facility

5. Adopt Ordinance #21-13 Amending City Code Section 105-142 to add 2021 International Property Maintenance Code

6. Adopt Ordinance #21-14 Amending Chapter 105 and 117 Regarding Swimming Pool and Related Building Code Standards

8. Mayor/Council/Staff Input

9. Adjournment

CC Regular Session **2. 1.**

Meeting Date: 08/24/2021

Information

Title:

Presentation Highlighting the 2021 Happy Days Festival

Purpose/Background:

Staff would like to provide an update for the City Council and to the community on the coordination and planning efforts for the annual Ramsey Happy Days Festival. Included in this presentation are updates on the Happy Days schedule of events, new activities, opportunities for involvement, etc.

The General Fund supports $7,000 toward the Happy Days Festival. The remainder is paid by sponsor donations and registration fees.

The Happy Days Presentation will be given by Community and Events Coordinator Megan Thorstad.

Attachments

2021 Happy Days Presentation

Form Review

Inbox	Reviewed By	Date
Colleen Lasher	Colleen Lasher	08/16/2021 05:56 PM
Kurt Ulrich	Kurt Ulrich	08/18/2021 04:42 PM
Form Started By: Megan Thorstad		Started On: 08/11/2021 08:23 AM
Final Approval Date: 08/18/2021		

23rd Annual City of Ramsey

Happy Days

Saturday, September 11th

Schedule of Events

Friday, September 10th

- Movie in the Park

Saturday, September 11th

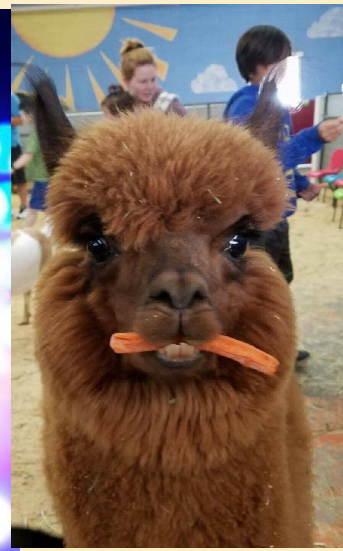
- 5k & Youth Fun Run
- Pancake Breakfast
- Family Bike Tour
- Car Show
- Kids Activities, Games & Inflatables
- Food Vendors
- Lions Beer Tent
- Bean Bag Tournament
- Dog Show
- Expo
- Chili Cook-off
- Community Talent Show
- Parade
- Magician - Jerry Frasier
- Bingo
- Main stage performer – G.B. Leighton
- Fireworks

Sunday, September 12th

- 9/11 Memorial Golf Tournament

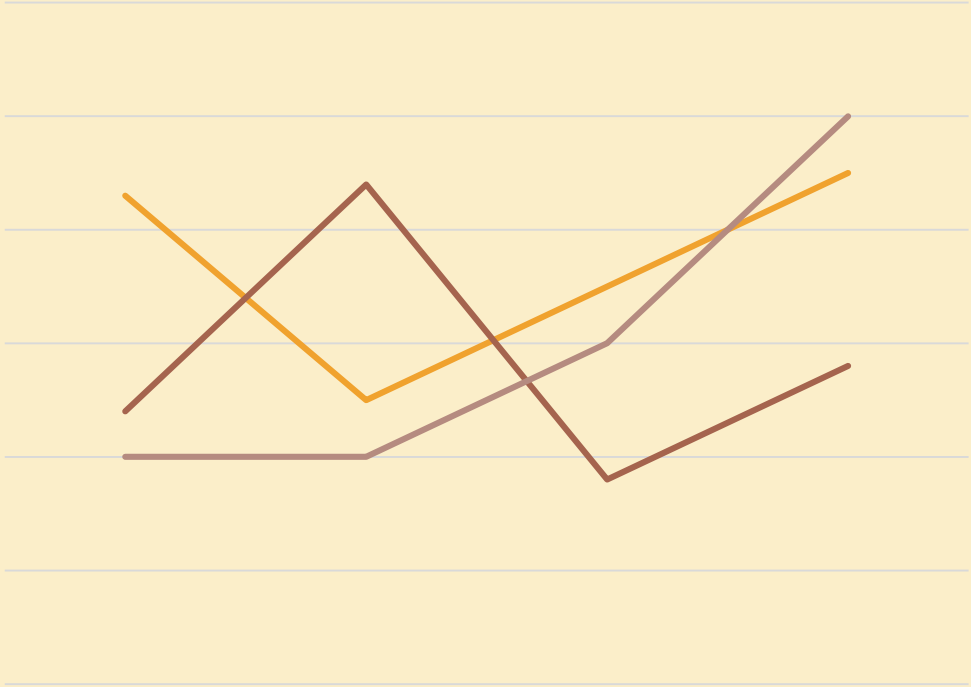
New and Returning Events

- The Dog Show is coming back this year.
- Jerry Frasier – magician (first joined us in 2017)
- GB Leighton – main stage
- Youth First Community of Promise Chili Cook-off
- Life Fitness Bean Bag Tournament
- Talent Show is open to ALL AGES this year.
- We are adding a Petting Zoo this year!



Planning Overview

- On track with planning timeline
- Budgeting process on track
- Administrative Intern Nicole Laubach has been extremely helpful in planning process
- Happy Days Committee meets once per month



Opportunities to Get Involved

- Online volunteer sign-up offered
- Volunteer shifts still available!
- Our website: www.cityoframsey.com/343/Happy-Days

TAKEAWAYS

- The event will be held on Saturday, September 11th, from 8:30 am to 11:00 pm.
- It is a great way to bring the community together and has activities to entertain those of all ages.
- The schedule includes past year's activities, as well as a few new events this year.
- Check out City of Ramsey's website for more details!

Thank You Sponsors!

Platinum Sponsors

ACE Solid Waste
Affinity at Ramsey
Anoka Area Chamber of Commerce
Armstrong Ranch Kennels
Bank of the West
BOBFM
Bolton & Menk
City of Ramsey
Connexus Energy
Cross of Hope Lutheran Church
Delta ModTech
Do All Printing
Flagship Bank
Freedom Christian Church
In'Tech Industries, Inc.
Lord of Life Lutheran Church
M & G Trailer Sales
Mike Orn State Farm
Northgate Church
Phantom Lures
R & D Transportation
Ramsey Fire Relief Association
Ramsey Lions
St. Katharine Drexel
Zero Zone, Inc.

Gold Sponsors

Coborn's
Dedicated Networks, Inc.
Delta Bravo Gulf Media Group
Hankanson Anderson
Hope Fellowship Church
Jackie B Realty Group – Realty ONE Group Choice
Life Fitness
NAU Country Insurance
Northern Starz Theatre Company
One Hour Heating & Air Conditioning
Panther Precision Machine
Parkplace Studio
PSD, LLC.
QCTV
Sharp & Associates
Village Bank
Wendell's
WSB

Silver Sponsors

Aeon Greenway Terrace Apartments
All Season's Garage Door
Anytime Fitness
Boilermaker's Local #647
Cub Foods - Riverdale
FearLyss Crafts
Green Valley Garden Center
Kitchen Table
Pearson Farm
Ramsey Bicycle
Sterling Trophy
Suite Living Senior Care of Ramsey
The Bank of Elk River
The Lash Saloon
The Links at Northfork

CC Regular Session **5. 1.**

Meeting Date: 08/24/2021

By: Diana Lund, Finance

Information

Title

Receive Cash & Investments for Period Ending July 31, 2021

Purpose/Background:

Purpose: Receive reports of the city's cash and investments for the period ending July 31, 2021.

Cash and investment report shows the monthly cash flow - receipts and expenditures through July 31, 2021 with the currently listing of the city's investment portfolio.

Recommendation:

No action required. Informational only.

Action:

No action required. Informational only.

Attachments

Cash & Investment Report for Period Ending July 31, 2021

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/18/2021 04:30 PM
Form Started By: Diana Lund		Started On: 08/02/2021 03:23 PM
Final Approval Date: 08/18/2021		

CITY OF RAMSEY
REPORT OF POOLED CASH FLOWS
Period Ended July 31, 2021

	July-21 CURRENT MONTH	2021 YEAR-TO-DATE
CASH AND TEMPORARY INVESTMENTS		
BEGINNING BALANCE (Includes PW Bond Proceeds)	$ 87,817,074.06	$ 95,116,775.37
CASH INFLOWS:		
Daily Deposit	3,620,710.39	8,361,742.85
Tax Settlements	3,463,165.85	8,355,052.65
U/B Receipts	21,145.05	1,042,627.43
Credit Cards (Includes Utility Billing)	155,907.81	1,981,096.64
Interest Earnings [Net of Interest Paid on Investments]	74,494.70	573,473.37
Bond Proceeds-int		1,166.74
TOTAL CASH INFLOW	$ 7,335,423.80	$ 20,315,159.68
TOTAL CASH AVAILABLE	$ 95,152,497.86	$ 115,431,935.05
CASH OUTFLOWS:		
Prepaid Checks	885,773.34	6,925,556.25
Bills Lists	565,554.11	4,241,355.43
Pay Estimates	2,045,912.30	9,672,304.70
Credit Cards	3,151.91	38,330.26
Payroll - Net	415,189.08	3,004,032.57
Flex Reimbursement	1,422.47	25,454.58
Void Checks/Dormant Checks Paid	(299.85)	(1,577.14)
Debt Service	-	289,304.39
Miscellaneous [Bank Charges; etc.]	620.70	2,000.21
TOTAL CASH OUTFLOW	$ 3,917,324.06	$ 24,196,761.25
POOLED CASH AND TEMPORARY INVESTMENTS ENDING BALANCE	**$ 91,235,173.80**	**$ 91,235,173.80**
MEMO - NET 2021 CASH INFLOW (OUTFLOW)	**3,418,099.74**	**(3,881,601.57)**
INVESTMENT PORTFOLIO SUMMARY		
BEGINNING BALANCE	**$ 73,232,504.03**	**73,628,220.22**
Purchases	5,898,348.40	46,690,498.51
Maturities/Sales	(6,313,334.83)	(47,501,201.13)
ENDING BALANCE	**$ 72,817,517.60**	**$ 72,817,517.60**

Prepared by the City of Ramsey Finance Department
8/17/2021

2021 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	FDIC #	CUSIP	PRIN BAL 1/1/2021	PURCH 2021	SOLD/ MATURE 2021	Adjust to Market Value	BV PRIN BAL 12/31/2021
150701B	2/1/2021	BAIRD	WINTHROP MN TAX		976367NE8	305,000.00		305,000.00		0.00
160322A	3/22/2021	BAIRD	FNMA		3136H3BT1	250,000.00		250,000.00		0.00
140904	9/1/2021	BAIRD	OKLAHOMA TAXABLE		678519RP6	535,000.00		0.00		535,000.00
191008B	12/1/2021	BAIRD	ROCK ISLAND IL TAX		7724872J2	270,000.00		0.00		270,000.00
191008C	12/1/2022	BAIRD	ROCK ISLAND IL TAX		7724872K9	270,000.00		0.00		270,000.00
										1,075,000.00
200130B	7/30/2021	ICD SEC	CD-COMMUNITY BA	26871	20361LCG7	245,000.00		245,000.00		0.00
190118B	1/19/2021	ICD SEC	CD-NBT BANK NA	7230	628779GB0	245,000.00		245,000.00		0.00
190719B	1/19/2021	ICD SEC	CD-WELLSLEY BAN	26605	94948LCR0	245,000.00		245,000.00		0.00
180726	4/26/2021	ICD SEC	CD-SIGNATURE BAN	57269	82668XFZ6	245,000.00		245,000.00		0.00
190712	7/12/2021	ICD SEC	CD-TIAA FSB	34775	8727OLCJ0	85,000.00		85,000.00		0.00
180717	7/16/2021	ICD SEC	CD-CURRIE STATE E	8833	23130SDL4	245,000.00		245,000.00		0.00
190118A	7/19/2021	ICD SEC	CD-TIAA FSB	34775	8727OLBQ5	156,000.00		156,000.00		0.00
190731B	7/30/2021	ICD SEC	CD-LAKE OSEOLA S	8172	510354AB9	245,000.00		245,000.00		0.00
180718B	10/18/2021	ICD SEC	CD-HERITAGE BANI	30090	42724JEH4	245,000.00		0.00		245,000.00
191211	12/13/2021	ICD SEC	CD-SALLIE MAE BA	58177	7954505X9	245,000.00		0.00		245,000.00
181228D	12/28/2021	ICD SEC	CD-BAR HARBOR BA	11971	066851WK8	245,000.00		0.00		245,000.00
181228C	12/28/2021	ICD SEC	CD-BMW BANK	35141	05580AQB3	96,000.00		0.00		96,000.00
190628A	12/28/2021	ICD SEC	CD-FLAGSTAR BANI	32541	33847E2Q9	245,000.00		0.00		245,000.00
191231A	12/31/2021	ICD SEC	CD-IOWA TRUST & S	18400	462595BB4	245,000.00		0.00		245,000.00
180727A	7/27/2022	ICD SEC	CD-KANSAS STATE	19899	50116CBY4	245,000.00		0.00		245,000.00
191227A	12/27/2022	ICD SEC	CD-PROMISEONE BA	58657	74348HAB4	245,000.00		0.00		245,000.00
191230D	12/30/2022	ICD SEC	CD-FIRST NATIONAL	03330	32112UDL2	245,000.00		0.00		245,000.00
										2,056,000.00
150903	11/1/2021	Northland	BROOKFIELD WI, TAXABLE		112857-BL-0	500,000.00		0.00		500,000.00
210401	12/1/2027	Northland	RUSH COUNTY KANSAS TAX		781834-D4-9		180,000.00	0.00		180,000.00
210615	8/1/2030	Northland	MN STATE TAX		60412A-VP-5		500,000.00	0.00		500,000.00
210625	7/15/2026	Northland	EAST LYME CONN TAX		273587-P3-3		200,000.00	0.00		200,000.00
200123	12/15/2022	Northland	LUVERNE MN TAX		550629-VE-6	330,000.00		0.00		330,000.00
201230	5/1/2025	Northland	FREEPORT NY TAX		356731-CA-5	300,000.00		0.00		300,000.00
200130D	3/1/2022	Northland	RICHLAND SCHOOL DISTRICT		764080-FN-2	150,000.00		20,000.00		130,000.00
200113	3/1/2027	Northland	RICHLAND SCHOOL DISTRICT		764080-FT-9	165,000.00		0.00		165,000.00
200326A	4/1/2023	Northland	TULSA COUNTY OK TAX		899525-TR-0	100,000.00		0.00		100,000.00
200609	2/1/2021	Northland	MOUNTAIN LAKE MN TAX		624148-ME-9	170,000.00		170,000.00		0.00
200625	3/1/2029	Northland	LAWRENCE MASS TAX		520228-6Q-5	180,000.00		0.00		180,000.00
200825A	8/1/2027	Northland	CENTINELA VALLEY CA HS		15239-RP-4	250,000.00		0.00		250,000.00
200825B	8/1/2029	Northland	CENTINELA VALLEY CA HS		15239-RR-0	270,000.00		0.00		270,000.00
200914	8/1/2028	Northland	BURLESON TX IDS ZERO CPN		121403-4E6	500,000.00		0.00		500,000.00
200923	7/15/2029	Northland	WILKINSBURGO BORO PA TAX		968529-JV-0	265,000.00		0.00		265,000.00
130702B	1/1/2021	Northland	MINNETONKA ISD #276		604195-VY-0	400,000.00		400,000.00		0.00
130722	2/1/2021	Northland	MOUND MN TAXABLE		620S35-W4-2	95,000.00		95,000.00		0.00
171228B	2/1/2021	Northland	SCOTT COUNTY TAX		809557-AZ-4	115,000.00		115,000.00		0.00
190220A	3/1/2021	Northland	FRANKLIN WIS TAX		419791-U97	500,000.00		500,000.00		0.00
170712	7/1/2021	Northland	GARDENDALE ALA TAX		365478-DQ-6	240,000.00		240,000.00		0.00
190628A	8/1/2021	Northland	WASHINGTON STATE GO TAX		93974DYX0	500,000.00		0.00		500,000.00
190731A	11/30/2021	Northland	CD-ENERBANK		29266N7E1	148,000.00		0.00		148,000.00
191017	12/1/2021	Northland	COLUMBS OH SCHOOL DISTR		199507-6J-8	130,000.00		0.00		130,000.00
130815B	12/1/2021	Northland	CHASKA, MN TAX		161664-DZ-7	75,000.00		0.00		75,000.00
141104	2/1/2022	Northland	DULUTH MN TAXABLE		264438-G5-5	150,000.00		0.00		150,000.00
150430	2/1/2022	Northland	MINNETONKA ISD #276		604195-YG-6	270,000.00		0.00		270,000.00
130624B	2/1/2022	Northland	RAMSEY COUNTY TAXABLE		751622-HG-9	285,000.00		285,000.00		0.00
190826	3/1/2022	Northland	OCONOMOWOC WIS TAX BOND		675635-KW-5	250,000.00		0.00		250,000.00
120321	3/1/2022	Northland	MADISION WI SCHOOL DISTR		558495-KN-6	500,000.00		500,000.00		0.00
190703	4/1/2022	Northland	WEST ALLIS WIS TAX		951173-JA-2	180,000.00		0.00		180,000.00
190424	5/15/2022	Northland	TEXAS A&M TAX		88213AEH4	130,000.00		0.00		130,000.00
170109	6/1/2022	Northland	DESMOINES IA TAX		250097-J3-7	200,000.00		0.00		200,000.00
150109	10/1/2022	Northland	HUBBARD COUNTY TAX		443348-DE-4	135,000.00		0.00		135,000.00
190515	11/1/2022	Northland	MICHICAN STATE SCHOOL TAX		594612-CY-7	205,000.00		0.00		205,000.00
120308B	12/1/2022	Northland	SHOREWOOD WIS TAX		825230-KW-4	150,000.00		0.00		150,000.00
130624A	2/1/2023	Northland	RAMSEY COUNTY TAXABLE		751622-HH-7	595,000.00		595,000.00		0.00
190628B	4/1/2023	Northland	WEST ALLIS WIS TAX		951173NP4	240,000.00		0.00		240,000.00
160812	5/1/2023	Northland	MONROE MI TAX		611101-MF-0	190,000.00		0.00		190,000.00
191107A	6/1/2023	Northland	NEWTON IOWA TAX		652810-YZ-9	250,000.00		60,000.00		190,000.00
190726B	6/1/2023	Northland	DESMOINES IA COMM COLLEGE TAX		250097L75	250,000.00		0.00		250,000.00
180913	7/31/2023	Northland	CD-BANK NEW ENGLAND SALEM		06426K-AN-8	245,000.00		0.00		245,000.00
121228B	9/1/2023	Northland	MIDDLETON WIS REFUND		596782-T6-7	300,000.00		0.00		300,000.00
190220B	11/1/2023	Northland	HAWAII ST GO BONDS		214471-PA-6	200,000.00		0.00		200,000.00
161114B	2/1/2024	Northland	ANDOVER MN TAX		034313-ZU-3	300,000.00		0.00		300,000.00
130412	2/1/2024	Northland	BECKER MN TAX		075671LJ4	50,000.00		50,000.00		0.00
180730	10/1/2024	Northland	HUBBARD COUNTY TAX		443348-DG-9	100,000.00		0.00		100,000.00
120214B	9/1/2025	Northland	MIDDLETON WIS REFUND		596782-TJ-1	315,000.00		0.00		315,000.00
190227	12/1/2025	Northland	COOK COUNTY SCHOOL DISTRICT		032879-TC-2	500,000.00		0.00		500,000.00
190404	9/1/2026	Northland	TUSCOLA COUNTY MISC TAX		900764RL7	395,000.00		0.00		395,000.00
191003A	12/1/2026	Northland	SCOTT BLUFF CTY SCHOOL DIST		810164-CQ-4	385,000.00		0.00		385,000.00
120308C	12/1/2027	Northland	SHOREWOOD WIS TAX		825230-LB-9	225,000.00		0.00		225,000.00
190402	2/1/2028	Northland	CLOQUET MN TAX		189036-PS-9	150,000.00		0.00		150,000.00
191016B	4/1/2028	Northland	COLUMBUS OH TAX		199492E339	285,000.00		0.00		285,000.00
120308D	12/1/2028	Northland	SHOREWOOD WIS TAX		825230-LC-7	465,000.00		0.00		465,000.00
										11,128,000.00
190123	1/25/2021	UBS	CD-ALLEGIANCE BA	58629	01748DBM7	245,000.00		245,000.00		0.00
210107	6/1/2031	UBS	SAN JOSE CA FING AUTHO		798153NL2		1,000,000.00	0.00		1,000,000.00
210713	2/1/2028	UBS	TEXAS PUB FIN AUTHORITY		882669BW3		325,000.00	0.00		325,000.00
210716	4/12/2022	UBS	CP-FIRST BOST NY		2254EBDC2		5,000,000.00	0.00		5,000,000.00

2021 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	FDIC #	CUSIP	PRIN BAL 1/1/2021	PURCH 2021	SOLD/ MATURE 2021	Adjust to Market Value	BV PRIN BAL 12/31/2021
210731		UBS	UBS PRIME FUND				573,348.40	0.00		573,348.40
210604	7/1/1930	UBS	FLORIDA STATE BOARD TAX		341271AF1		1,000,000.00	0.00		1,000,000.00
210630	7/15/2026	UBS	MICHIGAN CITY IND SCHOOL		594381HJ7		500,000.00	0.00		500,000.00
210617A	7/1/2028	UBS	EL SEGUNDO CA PENSION		284035AG7		1,000,000.00	0.00		1,000,000.00
210617B	6/1/2029	UBS	ORANGE COUNTY TAX		684184TC8		110,000.00	0.00		110,000.00
210621	11/1/2026	UBS	REGIONAL TRANSPORTATION		759136VD3		500,000.00	0.00		500,000.00
210408A	7/1/2028	UBS	PHOENIX AZ CIVIC		71884AH44		500,000.00	0.00		500,000.00
210408B	1/15/2027	UBS	APACHE COUNTY ARIZ		03743TAF9		590,000.00	0.00		590,000.00
210427		UBS	UBS PRIME FUND				310,569.60	310,569.60		0.00
210430	6/1/2028	UBS	BEVERLY HILLS CA PUB		088006KC4		500,000.00	0.00		500,000.00
210111	6/1/2031	UBS	SAN JOSE CA FING AUTHO		798153NL2		320,000.00	0.00		320,000.00
210113	5/1/2029	UBS	NYC TRANSITIONAL		64971XSZ2		1,000,000.00	0.00		1,000,000.00
210114	12/1/2029	UBS	FRANKLIN COUNTY OH		353174JE6		1,000,000.00	0.00		1,000,000.00
210121	10/1/2027	UBS	MIAMI DADE COUNTY TAX		59333NV91		750,000.00	0.00		750,000.00
210129		UBS	UBS PRIME FUND				500,000.00	500,000.00		0.00
210222		UBS	UBS PRIME FUND				8,544,716.80	8,544,716.80		0.00
210217	6/1/2021	UBS	CP-SANTANDER UK				2,900,000.00	2,900,000.00		0.00
210219	9/1/2027	UBS	VIRGINIA COLLEGE BLDG				500,000.00	0.00		500,000.00
210224A	8/23/2021	UBS	CP-BANK OF CHINA				10,000,000.00	0.00		10,000,000.00
210224B	11/1/2028	UBS	WILL COUNTY ILL COMMUNITY		969078QN7		2,500,000.00	0.00		2,500,000.00
210301	8/1/2028	UBS	SAN JOSE CA FING AUTHO		79818186P30		1,000,000.00	0.00		1,000,000.00
210302	8/1/2027	UBS	VISTA CA UNI SCHOOL		928346P45		1,050,000.00	0.00		1,050,000.00
210308A	6/1/2029	UBS	RIO RANCHO NEW MEXICO TAX		767169ER2		500,000.00	0.00		500,000.00
210308B	6/1/2027	UBS	RIO RANCHO NEW MEXICO TAX		767169EP6		580,000.00	0.00		580,000.00
210309	6/1/2026	UBS	BEVERLY HILLS CA PUB		088006KA8		300,000.00	0.00		300,000.00
210311	1/1/2027	UBS	FORT LAUDERDALE FLA SPL		347622CW0		500,000.00	0.00		500,000.00
210326	9/1/2028	UBS	CHINO CALIF PUB FING		169548FP4		615,000.00	0.00		615,000.00
210506		UBS	UBS Select FUND				451,921.15	451,921.15		0.00
210514	10/1/2026	UBS	BOSSIER CITY LA UTIL		100216FZ8		500,000.00	0.00		500,000.00
200128	1/27/2021	UBS	CD-FIRST NATIONAL	5452	33213SJA1	245,000.00		245,000.00		0.00
200204A	2/3/2021	UBS	CD-TRUST BANK CE	9846	89788HAH6	245,000.00		245,000.00		0.00
200817	2/16/2021	UBS	BANK OF CHINA COMM PAPER		06119QPG6	10,000,000.00		10,000,000.00		0.00
160927A	5/1/2021	UBS	YPSILANTI MI SCHOOL DISTR		987864NY7	405,000.00		405,000.00		0.00
160422	5/15/2021	UBS	UNIVERSITY OF CA TAX		91412GFS9	500,000.00		500,000.00		0.00
180629A	6/29/2021	UBS	CD-WELLS FARGO	3511	949763RX6	245,000.00		245,000.00		0.00
180907	7/1/2021	UBS	FLORIDA STATE BOARD OF ADMIN		341271ABO	400,000.00		400,000.00		0.00
171211	7/1/2021	UBS	FLORIDA STATE BOARD OF ADMIN		341271AB0	235,000.00		235,000.00		0.00
180815A	8/16/2021	UBS	CD-DISCOVER BANI	5649	254673SV9	145,000.00		0.00		145,000.00
180926A	9/27/2021	UBS	CD-TOWNEBANK PORTSMOUTH VA		89214PCA5	200,000.00		0.00		200,000.00
160705	11/1/2021	UBS	MICHIGAN STATE TAX		594612CX9	300,000.00		0.00		300,000.00
201119A	12/1/2021	UBS	WARREN HEIGHTS OH BUILDING		936121JTO	150,000.00		0.00		150,000.00
160718	12/1/2021	UBS	LITTLE MIAMI OHIO SCHOOL		537292KY9	345,000.00		0.00		345,000.00
181214	12/14/2021	UBS	CD-BMW BANK		05580AQA5	95,000.00		0.00		95,000.00
181228G	12/28/2021	UBS	CD-ALLY BANK		02007GGT4	100,000.00		0.00		100,000.00
160601	2/15/2022	UBS	MCALLEN TAX'		582018Ff5	200,000.00		0.00		200,000.00
151104	3/1/2022	UBS	NEW YORK TAXALBE		64966KQC0	500,000.00		0.00		500,000.00
190322	3/22/2022	UBS	CD-MEDALLION BA	57449	58404DDP3	245,000.00		0.00		245,000.00
160727	5/1/2022	UBS	NORTH BRANCH SCHOOL TAX		657740F50	500,000.00		0.00		500,000.00
190710	5/15/2022	UBS	CONVENTION CENTER AUTHORITY		32115AAG7	175,000.00		0.00		175,000.00
001127	7/25/2022	UBS	FNR G92-35		31358PHV2C	80.06		51.34		28.72
160830C	8/1/2022	UBS	NEW YORK CITY TAXABLE		64966MED7	300,000.00		0.00		300,000.00
021004	8/25/2022	UBS	FNR 1992-125L		31358PS40C	177.74		96.52		81.22
180108	10/1/2022	UBS	PALM BEACH COUNTY SOLID WASTE		696560LD1	450,000.00		0.00		450,000.00
020826	10/15/2022	UBS	FHR 1391D		312912LUO	126.70		67.44		59.26
201119B	12/1/2022	UBS	WARREN HEIGHTS OH BUILDING		936121JU7	165,000.00		0.00		165,000.00
191213	12/13/2022	UBS	CD-WELLS FARGO N	27389	949495AA3	245,000.00		0.00		245,000.00
161216B	12/16/2022	UBS	CD-MERCANTIL CO!	22953	58733ADQ9	245,000.00		0.00		245,000.00
200116	1/17/2023	UBS	CD-MORGAN STANI	32992	6169OURY8	245,000.00		0.00		245,000.00
161208A	4/1/2023	UBS	NEW HOPE CULTURAL ED TAX		64542WAY6	250,000.00		0.00		250,000.00
150812	6/1/2023	UBS	CHARLOTTE TAXABLE		161037L61	300,000.00		0.00		300,000.00
010328	6/25/2023	UBS	FHG14A		312916PD5R	2,000.00		0.00		2,000.00
180628	6/28/2023	UBS	CD-COMENITY BAN	27499	981996UP3	200,000.00		0.00		200,000.00
191230B	6/30/2023	UBS	CD-RAYMOND JAMI	33893	75472RAR2	245,000.00		0.00		245,000.00
201119C	12/1/2023	UBS	WARREN HEIGHTS OH BUILDING		936121JV5	165,000.00		0.00		165,000.00
190118C	5/22/2024	UBS	CD-CAPITAL ONE	4297	14042RLP4	245,000.00		0.00		245,000.00
190118C	5/22/2024	UBS	CD-CAPITAL ONE U!	33954	14042TAP2	245,000.00		0.00		245,000.00
190315	3/15/2024	UBS	CD-COMENITY CAPI	57570	20033AS31	245,000.00		0.00		245,000.00
190325	3/25/2024	UBS	CD-BANK HAPOALI!	33686	06251AW48	245,000.00		0.00		245,000.00
200325	4/1/2024	UBS	NEW YORK HOUSING		649883S2	500,000.00		0.00		500,000.00
161018	7/1/2024	UBS	SELMA ALA TAX		816459QV6	500,000.00		0.00		500,000.00
151009	9/1/2024	UBS	NJ ENVIRONMENTAL INFRASTRUCTURE		645791CAO	270,000.00		0.00		270,000.00
190918	9/18/2024	UBS	CD-FIRST NATIONAL	4779	334342CF7	245,000.00		245,000.00		0.00
161026	10/1/2024	UBS	HONOLULU TAX		4386705W7	300,000.00		0.00		300,000.00
151023	10/1/2024	UBS	MADISON TAXABLE		55844RKN3	640,000.00		0.00		640,000.00
161208B	11/1/2024	UBS	MICHIGAN FIN AUTH REV		59447TJX2	250,000.00		0.00		250,000.00
191127	11/27/2024	UBS	CD-STATE BANK INI	33682	856285RS2	245,000.00		0.00		245,000.00
201119D	12/1/2024	UBS	WARREN HEIGHTS OH BUILDING		93612JW3	165,000.00		0.00		165,000.00
191107B	12/1/2024	UBS	CORPUS CHRISTI TEX TRANS		220228BK5	400,000.00		0.00		400,000.00
190418	12/5/2024	UBS	CD-DELTA NATION/	26633	2477RBD6	200,000.00		0.00		200,000.00
180629C	6/1/2025	UBS	MARYLAND STATE TAX		57420PGR1	300,000.00		0.00		300,000.00
161114A	7/1/2025	UBS	LEXINGTON FAYETTE AIRPORT		52909MCA0	300,000.00		0.00		300,000.00
191101	8/1/2025	UBS	MASSACHUSETTS ST WATER		576051VFO	400,000.00		0.00		400,000.00
201119E	12/1/2025	UBS	WARREN HEIGHTS OH BUILDING		936121JX1	175,000.00		0.00		175,000.00
191122A	12/1/2025	UBS	WARRENSVILLE HEIGHTS OHIO		936121JM5	500,000.00		0.00		500,000.00

2021 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	FDIC #	CUSIP	PRIN BAL 1/1/2021	PURCH 2021	SOLD/ MATURE 2021	Adjust to Market Value	BV PRIN BAL 12/31/2021
191105	3/1/2026	UBS	MARYLAND STATE COMM DEV		57419TDZ1	320,000.00		0.00		320,000.00
201105	4/1/2026	UBS	PARAMUS NJ SCHOOL		699347LF5	500,000.00		0.00		500,000.00
200113	4/15/2026	UBS	PHILADELPHIA AUTHORITY-ZERO COUP		71781LBU2	300,000.00		0.00		300,000.00
201204	4/15/2026	UBS	LONG BEACH CITY SCHOOL DIS		542535LY3	750,000.00		0.00		750,000.00
191115A	7/1/2026	UBS	LEXINGTON FAYETEE URBAN COUNTY		52909MDR2	470,000.00		0.00		470,000.00
200326B	8/1/2026	UBS	SAN BERNARDINO COMM		79672ONA47	500,000.00		0.00		500,000.00
191219B	11/1/2026	UBS	OPELIKA ALABAMA TAX		683489ZE1	400,000.00		0.00		400,000.00
191016A	12/1/2026	UBS	DENVER CITY & COUNTY HSG		24917NAG6	500,000.00		0.00		500,000.00
200925	4/1/2027	UBS	WESTERN WASHINGTON UNIV		959878RJO	500,000.00		0.00		500,000.00
191219A	6/1/2027	UBS	UNIVERSITY OF NORTHERN COLORADO		914733DY3	360,000.00		0.00		360,000.00
191022	10/1/2027	UBS	NEW YORK NY TAX		64966QEK2	500,000.00		0.00		500,000.00
160802	12/1/2027	UBS	TOOLE CITY UT TAX		89033RBU7	400,000.00		0.00		400,000.00
190725A	12/1/2027	UBS	WRIGHT COUNTY TAXABLE		982276BK2	630,000.00		0.00		630,000.00
201007	8/1/2028	UBS	SAN BERNARDINO CALIFORN UNIV TAX		796711H44	1,000,000.00		0.00		1,000,000.00
191108	8/1/2028	UBS	CORONA-NORCO CAL		219764SC2	405,000.00		0.00		405,000.00
200320	9/1/2028	UBS	PENNSYLVANIA UNIV TAX		709235P25	425,000.00		0.00		425,000.00
191212	10/1/2028	UBS	UNIVERSITY OF ALABAMA TAX		914745GG2	400,000.00		0.00		400,000.00
191024	2/1/2029	UBS	PULASKI COUNTY		745401EGO3	400,000.00		0.00		400,000.00
200630A	7/1/2029	UBS	NEW YORK STATE DORM AUTH		64990GS86	430,000.00		0.00		430,000.00
200611	11/1/2029	UBS	VENTURA COUNTY CA		923078CZ0	400,000.00		0.00		400,000.00
200324	3/1/2030	UBS	NEW YORK CITY TAXABLE		64966QJL5	500,000.00		0.00		500,000.00
200921	7/1/2030	UBS	FLORIDA STATE REV BOND		341271AF1	500,000.00		0.00		500,000.00
101013	12/1/2030	UBS	HIDALGO COUNTY TEX TAX		429343BT3	500,000.00		0.00		500,000.00
201102	12/1/2030	UBS	XENIA OH COMM SCHOOL		984071CC2	720,000.00		0.00		720,000.00
200417	9/1/2031	UBS	CITY OF NORFOLK VA TAX		655867G94	220,000.00		0.00		220,000.00
201221	10/01/26	UBS	LANCASTER OH SCHOOL DIST		514264FGO	1,675,000.00		0.00		1,675,000.00
201218	12-18-24	UBS	CD-TEXAS EXCHANGE		88241TJQ4	248,000.00		0.00		248,000.00
200612		UBS	UBS PRIME FUND			1,445,483.93		1,445,483.93		0.00
200623		UBS	UBS PRIME FUND			1,741,251.98		1,741,251.98		0.00
200714		UBS	UBS PRIME FUND			531,198.11		531,198.11		0.00
200717		UBS	UBS PRIME FUND			8,002,863.63		8,002,863.63		0.00
200728		UBS	UBS PRIME FUND			1,405,590.52		1,405,590.52		0.00
200731A		UBS	UBS PRIME FUND			259,035.81		259,035.81		0.00
200731B		UBS	UBS Select FUND			247,506.71		247,506.71		0.00
200630B		UBS	UBS PRIME FUND			601,602.80		601,602.80		0.00
200531		UBS	PRIME MM			667,488.28		667,488.28		0.00
200430		UBS	SELECT MM			1,440,813.95		1,440,813.95		0.00
										58,558,517.60
	TOTAL INVESTMENTS					73,628,220.22	46,300,555.95	47,111,258.57		**72,817,517.60**
			Unamortized Premiums			1,578,603.54	162,885.25			1,741,488.79
			Unamortized Discounts			(3,900,908.40)	(334,296.41)			(4,235,204.81)
			PW Debt-Ameritrade			8,895,641.10	1,574.48	407.74		8,896,807.84
			BOW			4,018,693.38	73,404,885.82	73,807,167.42		3,616,411.78
			Money Market Accounts			10,896,525.53	3,501,627.07	6,000,000.00		8,398,152.60
			Net Cash and Investments			95,116,775.37	123,037,232.16	126,918,833.73		91,235,173.80

CC Regular Session **5. 2.**

Meeting Date: 08/24/2021

By: JoAnn Shaw, Community Development

Information

Title

Note the Following Boards, Commissions, and Committee Meeting Minutes:

- Economic Development Authority Meeting Minutes Dated July 8, 2021
- Park and Recreation Commission Meeting Minutes Dated July 8, 2021
- Environmental Policy Board Meeting Minutes Dated July 19, 2021

Purpose/Background:

N/A

Recommendation:

N/A

Action:

N/A

Attachments

EDA Minutes 07 08 21

Park Minutes 7 8 21

EPB Minutes 07 19 21

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/18/2021 04:42 PM
Form Started By: JoAnn Shaw		Started On: 08/11/2021 11:56 AM
Final Approval Date: 08/18/2021		

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, July 8, 2021, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jim Steffen
Member Scott Cords
Member Chelsee Howell – attended remotely
Member Rachal Johnson
Member William MacLennan
Member Michael Olson
Member Chris Riley

Members Absent: None

Also Present: Sean Sullivan, Economic Development Manager

1. CALL TO ORDER

Chairperson Steffen called the Economic Development Authority meeting to order at 7:30 a.m.

2. APPROVE AGENDA

Motion by Member Cords, seconded by Member MacLennan, to approve the agenda.

A roll call vote was performed:

Member Howell	aye
Member Riley	aye
Chairperson Steffen	aye
Member Cords	aye
Member Johnson	aye
Member MacLennan	aye
Member Olson	aye

Motion carried.

3. CONSENT AGENDA

3.01: Approve Meeting Minutes Dated June 10, 2021

Motion by Member Cords, seconded by Member MacLennan, to approve the June 10, 2021, minutes as presented.

A roll call vote was performed:

Member Howell	aye
Member Riley	aye
Chairperson Steffen	aye
Member Cords	aye
Member Johnson	aye
Member MacLennan	aye
Member Olson	aye

Motion carried.

4. EDA BUSINESS

4.01: Review Site Concept, Project Analysis and Recommendation for Public Hearing for TIF 18; Case of Oppidan

Economic Development Manager Sullivan presented the staff report.

Jason Aarsvold, Ehlers, stated that this project would have three buildings and provided an overview of the underwriting process Ehlers completes to ensure the projections from the applicant are accurately represented. He stated that these are industrial buildings intended for industrial manufacturing uses and the expenses and projected rents were accurately represented. He stated that without any assistance, the project was getting to about a 6.36 percent return on cost whereas the typical market would have a 6.5 to seven percent return on cost. He noted that the developer was attempting to get to a 6.75 percent return on cost but the increase in building materials had an impact on costs. He stated that they can use a nine-year economic development district to help the developer reach the return they are attempting to reach. He stated that the developer will pay all costs upfront and will ask for a reimbursement of eligible project costs in the form of a TIF Pay-Go Note. He explained that there is no risk for the City in using this method.

Chairperson Steffen referenced the original ask of $2,900,000 and asked if the reduction to $1,172,000 was done before or after the Ehlers analysis.

Mr. Aarsvold stated that it was a bit of both. He stated that the original number may have come from him, and the reduced number was a result of continued discussion and negotiation by city staff. He stated that the City wants to ensure that the assistance does not overly enrich the project but also wants to ensure it provides the increased return on cost that would be needed. He confirmed that he has spoken with the developer on multiple occasions to ensure this is workable for all parties.

Chairperson Steffen asked if the purchase agreement in place is contingent on the TIF.

Economic Development Manager Sullivan stated that the purchase agreement would have the developer on time to close in August. He stated that the developer has stated that if the TIF is not awarded, it would be difficult to move forward on closing. He stated that the property is not City owned and as part of the closing the current property owner would pay the outstanding deferred assessments from Bunker Lake Boulevard.

Chairperson Steffen asked if Delta ModTech is directly to the west of this site.

Economic Development Manager Sullivan confirmed that Delta ModTech is to the west of this project and is doing well, exceeding all of their job creation projections. He stated that business is actually looking to potentially expand. He provided an update on the available land in that area, noting that about 20 acres would still be available to the south and west in the business park.

Member Riley commented that this would develop industrial land, bring in jobs, be setup in a pay/go format and therefore the City is not at risk, assessments would be paid, and the City would keep 40 percent of the tax revenue. He asked if there are any downsides.

Economic Development Manager Sullivan could not identify and downsides to the project and commented that an additional upside could be that fantastic businesses come in with great jobs, noting that the minimum pay to be considered fulfillment of job creation would be at least $17.45.

Member Cords asked if that wage number holds throughout the duration of the TIF life or whether it is the percentage of the median income that holds throughout that period.

Economic Development Manager Sullivan stated that typically perhaps the wage would be set as $18 to account for inflation.

Mr. Aarsvold commented that the jobs have a set number within the agreement and two years is provided to meet that goal. He stated that if a percentage of median income is used, then that figure is used when the review is done. He stated that when the agreement comes forward, that would create the detail about the job provisions.

Chairperson Steffen invited the applicant to speak.

Jay Moore, applicant, stated that Ramsey was a city they came across when looking for industrial land which had the land zoned properly with infrastructure in place. He stated that they got their plan and purchase agreement together and received the proper approvals from the City. He stated that their original cost estimates were feasible but as construction costs have skyrocketed as they get close to closing on the land they have been put into a pinch. He stated that as they spoke with Economic Development Manager Sullivan and Mr. Aarsvold, they discussed the possibility of creating a TIF district to bridge the gap. He stated that they want to proceed with the project and believed that the TIF district would help to get them over the hurdle.

Chairperson Steffen asked for background on Oppidan.

Mr. Moore provided a brief history on Oppidan and their development of retail, industrial, senior housing, office, and data centers with experience in 40 states.

Chairperson Steffen asked if Oppidan typically holds the properties as owner and manager.

Mr. Moore commented that each project is unique, and the decision is market driven.

Chairperson Steffen commented that this seems to meet the vision of the City with many positives that will be provided.

Economic Development Manager Sullivan stated that when a City has these large users, it brings daytime jobs, which increases daytime population and is attractive to restaurant users.

Motion by Member Cords, seconded by Member MacLennan, to recommend to City Council to call for a public hearing for the modification to the development program for Development District No. 1 and the proposed establishment of TIF District No. 18: Oppidan Industrial and to provide a $1,172,133 business subsidy to the developer in the form of pay-go TIF note.

A roll call vote was performed:

Member Olson	aye
Member MacLennan	aye
Member Johnson	aye
Member Cords	aye
Chairperson Steffen	aye
Member Riley	aye
Member Howell	aye

Motion carried.

4.02: Consider Loan Application for Restaurant Subsidy Program and Policy Amendment: Case of Stories Foundation

Economic Development Manager Sullivan presented the staff report.

Member Cords referenced the 30 percent the developer would be responsible for and asked if that would be split between SAC and WAC.

Economic Development Manager Sullivan confirmed that to be true.

Member Cords asked if a request from a business would go through the EDA and Council each time.

Economic Development Manager Sullivan confirmed that any applications would come through the EDA and Council for review.

Member Riley asked if the restaurant portion would be a nonprofit.

Economic Development Manager Sullivan commented that level of detail has not yet been conveyed, it has been stated that this is a nonprofit entity. He noted that the mission is to stop human trafficking and the revenue from the restaurant would be used to support that purpose. He stated that if a for profit entity were to come in that would bring in an issues with taxes and therefore, he would be surprised if that portion were transitioned to for profit.

Chairperson Steffen asked if this were to be approved, is this the last remaining piece to get this project over the hump.

Economic Development Manager Sullivan stated that he cannot answer that, but the developer has indicated that they need this assistance in order to get there. He stated that the project involves a lot of fundraising and donations. He stated that TIF is not an option because of the nonprofit status.

Chairperson Steffen asked the closing date for the purchase agreement.

Economic Development Manager Sullivan replied that the closing date is July 31st.

Chairperson Steffen noted the goal to bring restaurants into the community and noted that it is not typical to have a nonprofit operate a restaurant therefore he was doubtful similar requests would come forward. He stated that the program has been used a few times in the last ten years and he believes it is a good program to have. He stated that it would appear the question is whether to grant an exception to the current policy for the program or to change the program and noted that he does not have a preference.

Member Cords stated that he likes the idea of granting the exception and did not see a need to alter the program.

Member MacLennan agreed. He stated that the EDA will evaluate each business. He noted that this is a great organization that will provide a good service, but he would want the ability to evaluate each business.

Member Olson asked the reason for omitting nonprofits from the policy to begin with.

Economic Development Manager Sullivan replied that this policy was created prior to his time with Ramsey. He stated that the provision was likely included as a nonprofit does not generate a tax base. He stated that there is the ability to grant an exception.

Member Riley commented that he would want to elaborate on what the exception is and why this nonprofit is being allowed to avoid having to grant similar exceptions in the future.

Economic Development Manager Sullivan noted that this project is within The COR and on City owned land.

Motion by Member Cords, seconded by Member Olson, to recommend to City Council to approve of 70 percent, zero percent interest, forgivable loan for both the SAC and WAC charges in the amount of $40,068 for Stories Foundation; subject to satisfactory underwriting based on the EDA goals of selling City owned land in The COR, specifically a restaurant.

A roll call vote was performed:

Member Howell	aye
Member Riley	aye
Chairperson Steffen	aye
Member Cords	aye
Member Johnson	aye
Member MacLennan	aye
Member Olson	aye

Motion carried.

4.03: Review Preliminary Concept Plan for Parcel 46 (COR): Case of Centra Homes

Economic Development Manager Sullivan presented the staff report.

Chairperson Steffen asked if Centra Homes would then leave the portion just north and west of the roundabout for a future retail buyer rather than acquire it.

Economic Development Manager Sullivan confirmed that the City would retain that portion as Centra Homes would have no desire to develop retail. He stated that when this parcels develops, Zeolite will be upgraded to City standards.

Member McLennan asked who would be responsible for the cost to upgrade that road.

Economic Development Manager Sullivan stated that the cost share splits from project to project depending on the level of benefit for each party but that would be negotiated.

Member MacLennan commented that there are many apartments and townhomes and not much retail. He asked if allowed additional townhomes would limit the possibility for retail.

Economic Development Manager Sullivan commented that this would be a mix of attached and detached townhomes and would match what is in the D.R. Horton development. He commented that those are valid concerns. He stated that a vision process was completed in 2017 where the City stated that they were open to this type of concept. He stated that directly west of this property has parcels zoned for COR retail. He stated that there are three acres south of this currently under contract and zoned retail. He stated that there on the east side is the new O'Reilly project which is attracting more interest from other retail businesses as well.

Member MacLennan stated that he has spoken with residents that would love to see a big box retailer and if a big box retailer comes in that could attract smaller retailers. He asked if this would be the only location a big box retailer could go in.

Chairperson Steffen commented that it seems there is very little big box retail development nationally.

Economic Development Manager Sullivan confirmed that the big box retail trend is going away and moving towards stand-alone retail. He noted that Ramsey does not have the acreage to do a supercenter like Riverdale. He stated that Ramsey has tried to bring in a user such as Target in the past but has been unsuccessful. He commented that this proposed development would forgo the opportunity for a large, big box user. He commented that there is a lot of demand for housing right now and that the City would receive a lot of development pressure for this parcel. He noted that he wants to be confident in communicating to the City's broker as to the use of the property. He stated that if the City is going to hold to reserving the entire parcel for big box retail it would need to be confirmed with the Planning Commission and City Council as that would be a change from the 2017 vision.

Member Riley commented that this is a big picture policy decision that needs to be made. He stated that the City is coming against the vision of what has been in place for 15 to 20 years in order to respond to the market. He stated that this whole section was previously retail but was then changed to mostly residential with some retail.

Economic Development Manager Sullivan confirmed that the EDA, Planning Commission and City Council were involved in the revisioning of this site and the consensus was that all bodies were open to this type of concept with housing and retail.

Member Riley commented that the developer suggests all residential, but staff suggests carving a portion out for retail to follow the vision from 2017.

Member Johnson stated that COVID changed the way people shop and was unsure that she would want to hold out for big box retail. She noted that many people have changed to curbside pickup and therefore reserving a large portion of land for something that may not ever come. She stated that if there are more residents, that attracts more retailers. She noted that there are big box retailers on both sides of Ramsey and therefore did not see that those big box stores would want to come to Ramsey.

Member Cords asked if the guidance for partial retail would be focused on smaller retail stores and if that were the case, he would prefer to stay with that rather than 100 percent residential.

Economic Development Manager Sullivan commented that a three-acre site could support a multi-tenant space or a standalone businesses. He stated that there is a lot of pressure for dollar stores, noting that he has spoken with two recently.

Chairperson Steffen asked if the map shown is the consensus of the vision from 2017.

Economic Development Manager Sullivan commented that this was one of the visions based on a previous concept that was brought forward. He stated that the Planning Commission has requested a group work session with the EDA and Council to review the visioning once again.

Chairperson Steffen noted that the west side of Armstrong is zoned retail and asked if that stretches to Bunker Lake Boulevard.

Economic Development Manager Sullivan commented that everything east of Ferret Street would be retail and everything west of Ferret Street would be industrial.

Chairperson Steffen asked if it would make sense to match that on the east side of Armstrong as well.

Economic Development Manager Sullivan commented that there was discussion on that in the past and the concern was related to access for commercial near the intersection.

Chairperson Steffen asked for an example of mixed use.

Economic Development Manager Sullivan commented that the vision was to perhaps have a vertical building with first floor retail and apartments above. He noted that he would be at least two stories with a residential component above the first floor.

Member Cords commented that perhaps that would be a good location for the hotel concept if that comes back.

Economic Development Manager Sullivan confirmed that could be a good fit.

Chairperson Steffen commented that if the group agrees that big box retail is not a realistic option, he would find it hard to believe the entire site would be filled with retail. He noted that the question would then be what the split should be between retail and residential and how patient the City is willing to be with its current vision. He stated that any vision could be had, but that does not mean the market will support that vision. He recognized that residents may not be excited about more townhomes, but retailers and restaurants may be excited about that. He stated that generally some combination of retail and residential would make sense for that parcel. He noted that the City goal is to sell land and this developer is interested.

Member Johnson asked if the City has a list of people that have contacted the City with interest in retail development.

Economic Manager Sullivan stated that there are a number of lists with contacts summarized by CBRE and in addition to that, staff has gone to the conferences to meet with specific retailers and restaurants. He confirmed that all contacts are tracked whether through staff or the broker.

Chairperson Steffen noted that the parcel under contract with RGH Ramsey has been under contract for two to three years.

Economic Development Manager Sullivan commented that it was not the best time to be a speculative developer with the timing of the pandemic. He noted that Mr. Hardy continues to work with staff to solicit retailers.

Chairperson Steffen noted that it has been difficult to fill that corner, even pre-pandemic and therefore to say the same thing should be done across the street would not seem to make sense. He agreed that it could be helpful to have a joint meeting with the Planning Commission to ensure they are on the same page, whether or not the Council is involved.

Member Cords asked if this developer had a timeline they would prefer. He asked if this is a concept or something they really want to move forward on.

Economic Development Manager Sullivan commented that another iteration would come forward that carves out the retail and believes that the developer would want to enter into a purchase agreement this year with grading and perhaps building to begin in 2022. He confirmed that he has received sufficient input from the EDA on this topic, reaffirming the vision to include a portion of retail with residential.

4.04: Authorize 2021 Annual Ramsey EDA Business Expo Budget

Economic Development Manager Sullivan presented the staff report.

Member Riley commented that the Council has made it a priority to return to normal as much as possible as fast as it can and therefore, he would love to see this move forward. He asked if they should hurry to do it in October or wait until the normal timeline of April.

Member Johnson stated that perhaps staff should reach out to the businesses to get that input. She stated that if there is interest it could move forward, if not, it could wait.

Economic Development Manager Sullivan commented that the City has a business contact list he could reach out to gauge interest. It was confirmed that could be done through email but noted that there is an advertising deadline that would need to be met in order to support an October event. He believed that it would be important to commit today and if that cannot be done, he would prefer to wait until April. He stated that in 2019 the City paid some deposits, one vendor is willing to roll that into 2022, while the other vendor would not.

Member MacLennan commented that the cost for a business to participate is low at $50 and many businesses are looking for opportunities to get out there. He believed it would be worth it to hold the event and signal to the community that the businesses are open. He asked if the event were held in October, would it be held again in April as that would seem a quick turnaround.

Economic Development Manager Sullivan commented that staff would suggest returning to the regular schedule. He commented on the uniqueness of the pandemic and noted that this would provide two opportunities for businesses to get out in front of residents and other businesses. He stated that typically there is cross marketing that occurs between the businesses as well at the event.

Member MacLennan noted that businesses could have the same things prepared for the events in October and April and did not believe that would be hard for businesses. He commented that members of the public are also looking for things to go out and do.

Chairperson Steffen agreed that he also supports holding the event in October and again in April. He referenced the proposed budget and stated that he has no recollection of the balloon artist, which is the second highest expense. He stated that it would seem the $1,200 could be better spent reducing the fee or on giveaways.

Economic Development Manager Sullivan commented that this vendor was very busy and was very popular at the event. He noted that vendor has already been paid for October, but it could be reconsidered in April.

Member Riley attested that the balloon artist and face painting was very popular.

Member MacLennan commented that having something for the kids often brings in the parents.

Member Cords asked the consequences if this moves forward and there is not enough participation by businesses.

Economic Development Manager Sullivan commented that if it is obvious that there is not enough participation, it could be postponed. He stated that at the last event some businesses were turned away. He noted that the policy is to have Ramsey businesses first choice, but other businesses are allowed if spaces are available.

Motion by Chairperson Steffen, seconded by Member MacLennan, to authorize the proposed budget for the 2021 Ramsey EDA Business Expo and to hold the event at Adrenaline on October 16, 2021.

A roll call vote was performed:

Member Olson	aye
Member MacLennan	aye
Member Johnson	aye
Member Cords	aye
Chairperson Steffen	aye
Member Riley	aye
Member Howell	aye

Motion carried.

4.05: Select EDA Representative to Participate on the Interview Panel for the Deputy City Administrator/Community Development Director Position

Economic Development Manager Sullivan presented the staff report.

Member Cords stated that he is very interested in participating and the EDA supported that representation.

5. MEMBER / STAFF UPDATE

Economic Development Manager Sullivan provided an update on anticipated closings for properties along Sunwood Drive within The COR. He stated that he continues to review industrial inquiries. He stated that the City also received an RFP for a 50,000 square foot building and submitted the documents. He stated that staff continues to work to bring retail and services businesses to the community. He commented that housing continues to boom, and he anticipates additional residential development proposals. He stated that staff has been very involved in Highway 10 which is shifting more into a design phase and Anoka County will be coordinating those efforts. He also provided an update on road projects and interest from other retail users.

Member Riley noted that the Highway 10 project is essentially fully funded after the funding allocated in this year's legislature session. He asked the status of the PSD strip mall which is unoccupied.

Economic Development Manager Sullivan commented that is a privately owned property with ongoing negotiations. He stated that PSD is working with a daycare provider which seems promising. He commented that the City had a request to extend the duration of the TIF district and it was approved for two years, rather than the five requested. He thanked Senator Abeler and Representative Heinrich for the work they were able to do to include that extension in the bill. He confirmed that as soon as O'Reilly's and GiGi's close, those businesses are ready to move dirt.

Chairperson Steffen asked for an update on the digital billboard process.

Economic Development Manager Sullivan noted that an initial lease has been submitted and is being negotiated and they have begun the process to amend the ordinance. He noted that while the developer would like to get the sign in this year, it would most likely be constructed in the spring.

Chairperson Steffen asked for an update on the construction at 47 and Bunker.

Economic Development Manager Sullivan provided details on the project which will be considered a temporary (15-20 year) improvement.

6. ADJOURNMENT

Motion by Chairperson Steffen, seconded by Member Cords, to adjourn the meeting.

A roll call vote was performed:

Member Howell aye
Member Riley aye
Chairperson Steffen aye

Member Cords aye
Member Johnson aye
Member MacLennan aye
Member Olson aye

Motion carried.

The regular meeting of the Economic Development Authority adjourned at 9:02 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.

PARK AND RECREATION COMMISSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey Park and Recreation Commission conducted a regular meeting on July 8, 2021, at The Draw Park and Amphitheater, 7401 Ramsey Parkway NW, Ramsey, Minnesota.

Commission Members Present:	Chair Shane Bennett Vice Chair Brandon Sis Commissioner Nathan Barten Commissioner Jennifer Leistico Commissioner Dean Olson Commissioner Brian Walker
Commissioners Absent:	Commissioner Justin Loss
Also Present:	City Council Liaison Ryan Heineman Parks & Assistant Public Works Superintendent Mark Riverblood Recreation Specialist Kayleigh Sonterre

1. CALL TO ORDER

Chair Bennett called the Park and Recreation Commission meeting to order at 6:31 p.m.

2. CITIZEN INPUT

None.

3. APPROVE AGENDA

Motion by Commissioner Sis, seconded by Commissioner Barten, to approve the Park and Recreation Commission meeting agenda as presented.

Motion carried. Voting Yes: Chair Bennett; Commissioners Sis, Barten, Leistico, Olson, and Walker. Voting No: None. Absent: Commissioner Loss

4. APPROVE MINUTES

4.01: Approve Park and Recreation Commission Meeting Minutes

Motion by Commissioner Barten, seconded by Commissioner Olson, to approve the following Park and Recreation Commission Regular Meeting Minutes:

- Park and Recreation Commission Meeting Minutes dated April 8, 2021

Motion carried. Voting Yes: Chair Bennett; Commissioners Barten, Olson, Leistico, Sis, and Walker. Voting No: None. Absent: Commissioner Loss

Motion by Commissioner Leistico, seconded by Commissioner Sis, to approve the following Park and Recreation Commission Regular Meeting Minutes:

- Park and Recreation Commission Meeting Minutes dated June 10, 2021

Motion carried. Voting Yes: Chair Bennett; Commissioners Leistico, Sis, Barten, Olson, and Walker. Voting No: None. Absent: Commissioner Loss

5. COMMISSION BUSINESS

5.01: Playground Replacement Policy

Parks & Assistant Public Works Superintendent Riverblood commented that this is a continuation from the discussion at the previous meeting. He stated that this draft is at about 90 percent complete and following tonight's meeting would add the finishing touches and hope to bring the final draft forward to the Commission for consideration at the August meeting and then to the City Council. He highlighted some of the changes that were made to the policy based on the discussion at the last meeting.

Commissioner Barten asked if Titterud Park was considered a neighborhood or community park.

Parks & Assistant Public Works Superintendent Riverblood commented that it would be considered a neighborhood park. He stated that typically a community park includes things like athletic fields and other features, usually at least 40 acres in size and used for community events. He provided details on the public engagement process that would use mailed notice and email survey to solicit feedback. He noted that perhaps the Commission would also hold a meeting at that park before planning improvements as well. He reviewed some of the alternative actions that could be considered if a neighborhood park does not merit replacement. He reviewed the scoring system that would be used for park evaluations and reviewed potential rankings using that system. He noted that while Rabbit Park scores for replacement, it may not merit full replacement but could use some improvements. He explained that this policy would be used to support recommendations for replacement, removal, or improvement to playground.

Commissioner Sis stated that there are a few parks that would appear to score higher for density than they should and perhaps that indicator should be adjusted.

Commissioner Leistico asked if there is a net estimate on the number of children per 35 homes.

Parks & Assistant Public Works Superintendent Riverblood estimated that two out of three homes perhaps have two children. He noted that the City can query the School District to ask the number of children within a certain age range in a specific area. He stated that would be part of the work

that is put into the consideration for whether a playground should be replaced, improved, or removed.

Commissioner Walker commented that the data from the school would provide a more realistic number than estimating children per household.

Chair Bennett agreed that perhaps there is more of a range for density and if that density falls within a certain range, then the school information is requested.

Commissioner Walker stated that he would suggest using the age group of 12 and under rather than the density estimate.

Councilmember Heineman commented that he agrees that additional information would be helpful. He noted that perhaps density is made its own matrix with the school data and density estimates in order to provide a more accurate projection.

Parks & Assistant Public Works Superintendent Riverblood stated that he likes that concept. He noted that he would suggest a preliminary screening that would trigger the school survey information. He noted number seven related to accessibility versus trails. He stated that sometimes density may be met but the survey is still completed as it does not appear the area is heavily populated with children.

Chair Bennett stated that if a playground is going to be removed it would be helpful to have the information related to housing density, trail connections, and school data.

Parks & Assistant Public Works Superintendent Riverblood agreed that it will be helpful to have the policy and data in order to support decisions of that nature. He commented that sometimes there are not sufficient children in an area to warrant a $100,000 investment in a neighborhood park.

Councilmember Heineman stated that if a playground is removed, would there be continued discussion as to what would happen with the park.

Parks & Assistant Public Works Superintendent Riverblood confirmed that would be part of the discussion.

Chair Bennett stated that perhaps within the policy there should be some suggestions of what could occur if a playground is removed.

Parks & Assistant Public Works Superintendent Riverblood confirmed that he plans to add additional detail to that section. He noted that there should be some flexibility as some parks simply do not warrant improvements.

Commissioner Walker commented that there is a park on Variolite that appears to be used for parking construction vehicles.

Parks & Assistant Public Works Superintendent Riverblood stated that when that area was developed the lots were five to ten acres and that area was used as a horse arena. He commented that the land is dedicated park land but the highest and best use at this time is as a brush drop off site or for construction vehicle use. He continued to review the other elements of the plan including definitions and timing.

Chair Bennett commented that perhaps the timing is stated as an example as funding may not always be available or perhaps the park does not require replacement at that time.

Commissioner Leistico asked for input on the safety concern category.

Parks & Assistant Public Works Superintendent Riverblood stated that he will be clarifying the differences between safety concerns versus aesthetic issues. He noted that playgrounds receive inspections twice per week during the summer months and once per week in the off season.

Commissioner Sis commented that this is a good framework that would guide discussion. He stated that the Commission would retain the ability to have that discussion and make the decision but agreed that this would be a good framework to work off.

Parks & Assistant Public Works Superintendent Riverblood commented that perhaps the Commission recommend that the Council consider this policy as a working draft. He stated that the policy could be revisited after the first playground or two.

Chair Bennett agreed that would make sense, especially as Rabbit will most likely be the first park on the list.

Parks & Assistant Public Works Superintendent Riverblood stated that first park could be used for the appendix to show how the policy works.

Chair Bennett commented that it will be helpful to have a policy to use as a base and help to remove some of the emotion.

Councilmember Heineman commented that Titterud is a great park, but he has never seen the sports fields used. He asked if something could be added stating that there would be an additional section added that could provide examples of what would be done if a playground is removed. He noted that having some of those alternatives will help to remove some of that emotion.

Chair Bennett noted that some of those alternatives could be listed in section five. He stated that Commissioner Barten referenced the Ford Brook is not shown on the map.

Parks & Assistant Public Works Superintendent Riverblood acknowledged that this is a draft, and some locations still need to be added. It was confirmed that staff will bring this back to the Commission in August.

5.02: Consider Process for Refurbishing the 25-year-old Lake Itasca Boardwalk

Parks & Assistant Public Works Superintendent Riverblood stated that the boardwalk has served the community well for the past 25 years and is well loved. He stated that the boardwalk now needs to be replaced and he would propose an RFP that would identify how the boardwalk should be refurbished an obtain proposals for that replacement. He stated that if approved by the Commission, staff would bring this forward to the Public Works Committee for consideration. He stated that ideally, he would like to see the replacement occur this winter.

Councilmember Heineman asked if the cost estimate is based on today's lumber prices or next year's lumber prices. He asked the urgency of the project and whether it could wait until lumber prices come back down.

Parks & Assistant Public Works Superintendent Riverblood stated that in the cost for lumber today, the cost could be approximately $140,000. He noted that he would structure the window for the RFP to be the entire winter which would provide an opportunity for better sourcing and costs.

Councilmember Heineman asked if the existing pilings would be reused.

Parks & Assistant Public Works Superintendent Riverblood commented that there are areas of the boardwalk that have not shifted at all and therefore a deck—over could be done with expanded width. He stated that if the existing boardwalk were to be entirely removed, that could add an additional $10,000 to $20,000.

Commissioner Walker asked if it would make sense to increase the width from six feet to ten feet rather than eight feet if it is this well used.

Parks & Assistant Public Works Superintendent Riverblood stated that staff believes that eight feet would be sufficient and if that width is expanded to ten feet that would increase the cost significantly. He noted that ten-foot width would also not be supported by the existing frame/boardwalk in terms of the deck over method. He noted that the additional width could be included as an alternate. He commented that he received zero complaints on the width of the eight-foot boardwalks but has received comments related to the six-foot width.

Chair Bennett agreed that it would be helpful to include the ten-foot alternate for review purposes.

Parks & Assistant Public Works Superintendent Riverblood reviewed the benefits to winter construction for this type of project.

Commissioner Sis asked if it there are enough boardwalks in the City to package those together with one contractor for maintenance purposes in order to obtain a cost savings.

Parks & Assistant Public Works Superintendent Riverblood stated that there are other boardwalks that need maintenance but not to this scale and therefore he would propose to use this one as the first test. He stated that if the process goes well, with good pricing, that concept could be considered going forward. He stated that while it is helpful to have a contractor on board, it can be helpful to bid the project in order to continue to obtain better pricing.

Motion by Commissioner Barten, seconded by Commissioner Sis to direct staff to proceed with development and issuance of an RFP for the proposed refurbishment of the Lake Itasca Boardwalk at both eight and ten feet in width.

Motion carried. Voting Yes: Chair Bennett; Commissioners Barten, Sis, Leistico, Olson, and Walker. Voting No: None. Absent: Commissioner Loss

6. COMMISSION/STAFF INPUT

Parks & Assistant Public Works Superintendent Riverblood stated that staff received a resident letter stating that residents are using Alpine Park. He stated that he included a snapshot of the development rates and charges following a discussion the previous month. He introduced a new staff member monitoring City events and doing a great job in her first five or six weeks.

Recreation Specialist Kayleigh Sonterre highlighted some upcoming City events.

Chair Bennett commented that he coaches youth baseball and has noticed that there are always people using the pickleball courts. He noted that was a great investment in the park.

Commissioner Olson stated that the brown Central Park street sign on Armstrong is 18x18 and easy to drive by. He asked if a larger sign could be added to better alert drivers.

Parks & Assistant Public Works Superintendent Riverblood commented that the signs are 18x24 and follow the uniform sign manual from MnDOT. He stated that he could investigate the possibility of a larger sign but noted that Central Park also has a large monument sign.

7. ADJOURNMENT

Motion by Commissioner Barten, seconded by Commissioner Leistico, to adjourn the meeting.

Motion carried. Voting Yes: Chair Bennett; Commissioners Barten, Leistico, Olson, Sis, and Walker. Voting No: None. Absent: Commissioner Loss

The Park and Recreation Commission meeting adjourned at 7:28 p.m.

Respectfully submitted,

_____

Mark Riverblood
Parks & Assistant Public Works Superintendent

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

ENVIRONMENTAL POLICY BOARD
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

On Monday, July 19, 2021, the Environmental Policy Board (EPB) met in the Council Chambers at the Ramsey Municipal Center, 7550 Sunwood Drive N.W., Ramsey, Minnesota.

Members Present:	Chairperson Jane Covart Board Member Melissa Fetterley Board Member Michael Hiatt Board Member Jared Little Board Member Laura Moore
Members Absent:	Board Member Reid Bernard Board Member Michael Valentine
Also Present:	City Planner Chris Anderson City Council Liaison Chelsee Howell

1. CALL TO ORDER

Chairperson Covart called the meeting to order at 6:30 p.m.

2. CITIZEN INPUT

None.

3. APPROVE AGENDA

Motion by Board Member Little and seconded by Board Member Hiatt to approve the agenda as submitted.

Motion carried. Voting Yes: Chairperson Covart, Board Member Little, Hiatt, Fetterley, and Moore. Voting No: None. Absent: Board Member Bernard and Valentine.

4. APPROVE MINUTES

4.01: Approve Meeting Minutes Dated June 28, 2021

Motion by Board Member Hiatt and seconded by Board Member Little to approve the regular meeting minutes dated June 28, 2021.

Motion carried. Voting Yes: Chairperson Covart, Board Member Hiatt, Little, Fetterley, and Moore. Voting No: None. Absent: Board Member Bernard and Valentine.

5. POLICY BOARD BUSINESS

5.01: Review Tree Preservation Plan Request for Trott Brook North

City Planner Anderson presented the staff report. He stated that at the June 28th EPB meeting, the Board reviewed a request from a developer to utilize a Fixed Radius Plot (FRP) sampling technique to survey trees in a planted setting. The EPB raised questions about cost and time savings and accuracy of such a sampling technique. A memorandum was included from Kjolhaug Environmental Services Company in attempt to address those questions.

Board Member Hiatt asked if a variance would go through the Planning Commission.

City Planner Anderson confirmed that the Planning Commission is the body that acts on variances, therefore the request would go to that body.

Board Member Hiatt asked if there would be an expectation that the EPB should provide a recommendation as to whether the body supports the variance request.

City Planner Anderson confirmed that tonight would be a good opportunity for the Board to provide that feedback or a recommendation to forward to the Planning Commission should the developer choose to pursue that.

Board Member Fetterley commented that she finds the additional information helpful. She stated that this seems to be reasonable based on that additional information and believed the sampling would be well done. She stated that based on the unique situation of this plot and method for calculation, this seems to be reasonable, and she would support this technique for this situation.

Board Member Little agreed. He commented that this technique has a drawback for larger trees and asked for additional information on when that age frame would come into play in terms of years after planting.

Mr. Mark Kjolhaug of Kjolhaug Environmental Services Company commented that the trees were planted at the same time, are growing in similar conditions, and have comparable growth rates so that does not really apply in this instance.

Chairperson Covart stated that she also appreciated the additional information and agreed that this was thoroughly presented. She stated that she would also recommend approval of the variance.

Board Member Hiatt commented that he supports this because it is a planted area, which provides uniqueness. He stated that this method is reasonable because this is a planted area and believed that was important to document in order to avoid setting precedence. He believed there was distinction between a planted area and a naturally wooded area. He stated that in places where the Board can be supportive of a developer, and when appropriate, he is happy to do that. He noted that 150 hours is a sizeable savings in terms of time and cost. He asked if staff was aware of any other significant planted areas in Ramsey.

City Planner Anderson commented that he did not do a complete analysis. He noted that there is one large tree farm and there are a few other planted areas similar to this. He did not believe it is overwhelming throughout the community.

Board Member Fetterley asked if another applicant would have to request a variance if they wanted to use this same method of calculation.

City Planner Anderson confirmed that this situation is rare enough where a variance request on a case-by-case situation would be appropriate.

Motion by Board Member Hiatt and seconded by Board Member Little to support this sampling technique in the planted areas of the proposed plan and encourage the applicant to pursue a variance.

Motion carried. Voting Yes: Chairperson Covart, Board Member Hiatt, Little, Fetterley, and Moore. Voting No: None. Absent: Board Member Bernard and Valentine.

5.02: Consider Request for Variance to Deviate from Wetland Setback Requirement on Three Lots in Williams Woods (Project No. 20-138); Case of Landform and Bill Boyum

City Planner Anderson presented the staff report. He stated that the City has received an application from Landform for a variance to deviate from the wetland setback required on Lots 3 through 5, Block 1, Williams Woods. The Preliminary Plat has been reviewed by both the EPB and Planning Commission and both bodies recommended approval, contingent upon compliance with Staff's review comments, which included addressing the encroachment into the wetland setback. The City Council formally approved the Preliminary Plat on June 22nd, again contingent upon compliance with Staff's review comments.

Board Member Moore stated that it was mentioned that more fill could be added to the wetlands and remain in compliance with the de minimus exemption. She asked for information on what "more fill" would mean and how the Board could ensure that does not occur.

City Planner Anderson stated that the applicant was demonstrating that they could add fill to create upland and provide more setback than proposed, but staff agrees with the applicant that would seem contradictory to the intent of the Wetland Conservation Act (WCA). He stated that under the WCA, additional fill could be added to create that upland setback. He stated that a condition has been added to the draft resolution stating that the developer would install those three driveways to lock in those locations rather than allowing the builder or future homeowner to install the driveways. He noted that provision would protect against additional encroachment or fill to the wetland.

Board Member Fetterley asked if the City has experience with this type of variance in the past, where a driveway goes into a wetland area. She stated that her concern would be if this is allowed now, whether the driveways would sustain over time or whether repairs would be needed in the future and additional encroachment would be necessary.

City Planner Anderson commented that language could be added stating that the driveway can be no wider than 10 feet in the encroachment area. He stated that once past that area, the driveway could be widened. He stated that the City has had lots over the years where there is not a lot of usable space once the home is constructed, therefore certain features cannot be included in the lot size calculation in order to avoid situations where fill is added in the future.

Board Member Fetterley commented that the developer has done a nice job attempting to minimize impacts and encroachment to the wetlands. She stated that she would like it made clear as to the maximum area that can be impacted so that is not questioned down the road. She stated that they would be comfortable with the additional condition if the Board desires.

Kendra Lindal, Landform, stated that she was present to answer any questions. She thanked staff for doing a great job of presenting the request. She stated that they do not want to fill wetland to create additional setback, which is why they requested the variance.

Motion by Board Member Fetterley and seconded by Board Member Little to recommend approval of the requested variance to deviate from the wetland setback requirement on Lots 3 – 5, Block 1, Williams Woods with the additional condition that the maximum driveway width would be ten feet through the encroachment area.

Motion carried. Voting Yes: Chairperson Covart, Board Member Fetterley, Little, Hiatt, and Moore. Voting No: None. Absent: Board Member Bernard and Valentine.

5.03: Consider Landscape Plan for Knoll Properties 2nd Addition

City Planner Anderson presented the staff report. He stated that the City has received an application for Site Plan and Plat review for Knoll Properties 2nd Addition. The proposed project is located at the northeast corner of Ramsey Boulevard and Sunwood Drive. Anderson Dahlen, the applicant, is an existing Ramsey business and is expanding. This site allows the business to continue operating in Ramsey. The applicant proposes construction of a roughly 64,000 square foot building with the potential for a future addition of another 52,000 square feet.

Board Member Moore referenced the landscape plan shown with comments noting that there is a pond shown and asked if that is located on the subject property.

City Planner Anderson confirmed that pond on the east side of the lot would be part of this property. He stated that the proposed subdivision would have a few outlots and provided additional input on those outlots.

Board Member Moore asked if the seeding shown in the pond area would be within the pond or around the pond.

City Planner Anderson confirmed that the basin and edges of the pond would be seeded.

Chairperson Covart asked if staff ran the proposal on the old standards for comparison.

City Planner Anderson commented that this would meet the old standards. He stated that if the new standard is not met, some species could be changed in order to comply if necessary.

Motion by Board Member Little and seconded by Board Member Fetterley to recommend approval of the Landscape Plan and Tree Inventory and Preservation Plan, contingent upon compliance with Staff comments in Projectdox.

Motion carried. Voting Yes: Chairperson Covart, Board Member Little, Fetterley, Hiatt, and Moore. Voting No: None. Absent: Board Member Bernard and Valentine.

5.04: Environmental Policy Board Work Plan Update

City Planner Anderson presented the staff report. He stated that the EPB continued this discussion from the previous meeting and provided an update to the Board on the request for more information on the Council Strategic Plan initiative related to open space.

Chairperson Covart commented that it would seem that it would happen anyways and therefore it would make sense for the EPB to be involved. She stated that the EPB could also assist with perhaps sharing information through newsletter articles if that is the desire. She stated that she would be comfortable moving forward and including the item.

Board Member Hiatt stated that he found it helpful to see the discussion from the Council worksession. He referenced the use of the word "referendum", noting that Andover chose to use a referendum and asked for clarity.

Councilmember Howell stated that the Council had the high-level discussion but did not go deep into detail.

City Planner Anderson stated that the intention would perhaps be to develop a roadmap for how this could work. He stated that if it then went out for referendum, that would be the one time it would be voted on by residents. He noted that purchases would not go back to vote through referendum but would instead be reviewed by perhaps the EPB and then City Council.

Board Member Hiatt commented that he would also support adding this to the Work Plan.

Motion by Board Member Hiatt and seconded by Board Member Little to direct staff to update the draft EPB Work Plan to incorporate Action Item #19 from the City Council's Strategic Plan.

Motion carried. Voting Yes: Chairperson Covart, Board Member Hiatt, Little, Fetterley, and Moore. Voting No: None. Absent: Board Member Bernard and Valentine.

6. BOARD / STAFF INPUT

Chairperson Covart commented that she is moving from Ramsey next month and therefore this will be her last meeting. She commented that she has learned a lot during her time on the Board and appreciated the ability to work with everyone.

Board Member Hiatt thanked Chairperson Covart for her contributions and time as Chair.

The Board expressed thanks and wished Chairperson Covart well.

7. ADJOURNMENT

Motion by Board Member Little and seconded by Board Member Hiatt to adjourn the meeting.

The meeting adjourned at 7:28 p.m.

Respectfully submitted,

_____
Chris Anderson
City Planner

ATTEST:

_____
JoAnn Shaw
Community Development Secretary

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

CC Regular Session **5. 3.**

Meeting Date: 08/24/2021

Submitted For: Grant Riemer, Engineering/Public Works

By: Grant Riemer, Engineering/Public Works

Information

Title

Review Updated Fees for Architectural Design of New Salt Shed

Purpose/Background:

Purpose: Review updated design costs for the proposed new salt shed at the Public Works Facility.

Background: At the July 13th Council meeting staff presented a proposal from from Oertel Architects regarding the design and bidding process for a new salt shed, to be incorporated into the new PW Facility site at a cost estimate of $19,420.00.The original intent from Oertel was to bid the salt shed through the collective purchasing site *Sourcewell*. At the meeting Council the the direction of the council was to bid using the RFP process. As part of that process, there will be an additional expense for architectural design, but overall expense should be somewhat lower as the project will be opened-up to numerous contractors to bid, even if they haven't submitted plans to *Sourcewell*.

Notification:

N/A

Observations/Alternatives:

The initial fee, anticipated the building design and bidding process to utilize work and documents already completed for the construction of the main public works facility. Oertel also anticipated that the procurement method for the fabric covered salt building structure would be via *Sourcewell* purchase exclusively, with the full design of the structure to be delegated to the building provider.

Per our discussion, the City of Ramsey staff recommends bidding this project as a separate entity from the original Public Works facility project and contracts. The City of Ramsey would also like to open up the bidding for the salt building structure to multiple vendors, in lieu of a direct purchase from *Sourcewell*.

As a result of those adjustments, Oertel Architects and their design partners need to adjust the contract language, scope and associated fee slightly to deliver this project.

Additional understanding of contract:

1. The timeline for this project, has reached a point where design time, review, bid procurement and construction start would not likely be feasible in the remainder of 2021, and we would recommend a revised timeline to design in the fall of 2021, with bidding in winter 2021, allowing for appropriate lead times for building materials and work to commence in the spring of 2022, when public works operations would not be disturbed in the first year of the operation of the new facility.

2. Oertel"s design process will allow for multiple manufacturers to bid the project with their proprietary shapes and sizes. The basis for design will be the gable stile profile (similar to the existing structure), but overall widths and depths may vary slightly based on manufacturers differences.

3. Oertel's design and bidding package will require additional informational sheets of drawings, such as a title page,

building code page, and other informational pages from structural, civil and electrical engineering disciplines. This bidding package will also require a new set of specifications dedicated specifically to this project, with Oertel Architects developing Specification Division 01 for General Requirements, and working with the City of Ramsey to develop the necessary Division 00, for procurement and contract requirements.

4. The bidding process and construction administration of the facility, including additional shop drawing review will also have some additional time for pre-bid conference, bid review and recommendation and other contract administration during the construction process.

Funding Source:

PW Facility Contingency Fund

Recommendation:

Staff recommendation is to approve Oertel' additional fee request for design and bidding costs for the new salt shed not to exceed $5,690.00. This amount includes $350.00 for reimbursable expenses. Also, note this case only addresses the design, bidding and construction administration costs. Once the salt shed is bid and a contractor is selected, the final project cost will come back to council for final approval. Oertel's fee schedule is attached to this case.

Action:

Motion to council to approve Oertel' additional fee request for design and bidding work not to exceed $5,690.00. This amount includes $350.00 for reimbursable expenses.

Attachments

Revised Fee Schedule

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/18/2021 04:41 PM
Form Started By: Grant Riemer		Started On: 08/09/2021 09:35 AM
Final Approval Date: 08/18/2021		

OERTEL ARCHITECTS

1795 St. Clair Avenue
St. Paul, MN 55105
(651) 696-5186
www.oertelarchitects.com

FEE

Our original fee is listed here in standard type. Our additional fee request is listed in *italicized* font, with the new proposed subtotal in ***italicized*** **bold** font, and is additionally summarized.

Architectural:		
Senior Architect III	(40) @ $135	$5,400
Design Architect I	(40) @ $100	$4,000
Original Subtotal:		$9,400
Additional Fee Request		
Senior Architect III	*(16) @ $135*	*$2,160*
Design Architect I	*(10) @ $100*	*$1,000*
Add services subtotal		*$3,160*
New Subtotal		***$12,560***
Engineering:		
Civil		$2,820
Add Civil		*$680*
Structural		$5,400
Add Structural		*$600*
Electrical		$1,600
Add Electrical		*$900*
New Subtotal:		***$12,000***
ADDITIONAL FEE REQUEST:		**$5,340**
REVISED REQUEST TOTAL:		**$24,560**

*Any/all modifications to the contract will be billed per the above rates

EXPENSES

In addition, please provide a total of **$350** for reimbursable expenses (mileage, printing, etc.) Reimbursables will be billed based on use, and actual cost for materials as needed and current acceptable rates for postage, mileage, etc.

If you have any questions regarding this fee, need more detail, or require more information, please do not hesitate to contact me for any additional needs.

OERTEL
ARCHITECTS

1795 St. Clair Avenue
St. Paul, MN 55105
(651) 696-5186
www.oertelarchitects.com

TERMS AND CONDITIONS

We are proposing the above fee and services, as additional services to the base contract between Oertel Architects and the City of Ramsey. Terms and Conditions are per that contract document.

Thank you.

Andrew Cooper, AIA, Principal
Oertel Architects, Ltd.

Signature	Name Printed
Title	Date
Signature	Name Printed
Title	Date

CC Regular Session **5. 4.**

Meeting Date: 08/24/2021

By: Katie Schmidt, Administrative Services

Information

Title

Approve the Following Meeting Minutes:

1. City Council Special Work Session dated 7/20/2021
2. City Council Work Session dated 8/10/2021
3. City Council Regular Session dated 8/10/2021
4. City Council Work Session dated 08/10/2021 (Reconvened)

Purpose/Background:

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

Background: Attached are the meeting minutes referenced above.

Recommendation:

Approve the meeting minutes.

Action:

Motion to approve the following Council meeting minutes:

1. City Council Special Work Session dated 7/20/2021
2. City Council Work Session dated 8/10/2021
3. City Council Regular Session dated 8/10/2021

Attachments

07 20 21 Spec CCWS

8-10-2021 CCWS

8-10-2021 Mtg

08-10-21 CCWS Reconvened

Form Review

Inbox	Reviewed By	Date
Colleen Lasher	Katie Schmidt	08/19/2021 02:57 PM
Kurt Ulrich	Kurt Ulrich	08/19/2021 03:23 PM
Form Started By: Katie Schmidt		Started On: 08/12/2021 08:53 AM
Final Approval Date: 08/19/2021		

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

The Ramsey City Council conducted a City Council Special Work Session on Tuesday, July 20, 2021, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Mark Kuzma
Councilmember Ryan Heineman – attended remotely
Councilmember Chelsee Howell
Councilmember Debra Musgrove
Councilmember Chris Riley
Councilmember Dan Specht
Councilmember Matt Woestehoff

Also Present: City Administrator Kurtis Ulrich
Public Works Superintendent Grant Riemer
City Engineer Bruce Westby
City Attorney Joe Langel
Economic Development Manager Sean Sullivan
Senior Planner Chloe McGuire Brigl
Building Official Jesse Szykulski

1. CALL TO ORDER

Mayor Kuzma called the City Council Work Session to order at 6:19 p.m.

2. TOPICS FOR DISCUSSION

2.01: Provide Direction on Oak Terrace Estates Encroachment Issues

City Engineer Westby reviewed the staff report.

City Attorney Langel commented that he had a few different conversations with the legal counsel representing the landowner. He noted that the owner of the park is attempting to refinance and therefore needs to make changes to the park which includes addressing the encroachment issues in order to clean up the title for the property. He stated that they hope to clear up the border of the park and easements within six months and provided an update on the closing process for the property owner. He stated that the benefit of that is that it removes the pressure of time and provides additional time to identify the problems and potential solutions. He provided additional input on the property purchased with RALF funds. He noted that the existing homes have been in place for decades and therefore would have a case for adverse possession. He stated that the question would be whether the City cares if the homes are in that location as the homes have been in those locations for decades. He stated that as he understands it, the location of the homes would not impact the City use for adjacent property and therefore the question would be how much the

City wants to spend in terms of resources on this issue. He reviewed the options the City would have in this instance. He also explained the additional steps that would be needed because the property was purchased with RALF funds. He asked for input from the Council.

Councilmember Riley asked if RALF permission would be needed for an encroachment agreement.

City Attorney Langel commented that RALF could be notified but did not believe permission would be needed as the encroachment has existed since the 1970s.

Councilmember Riley stated that he would prefer to offer sale of the land at the costs the City would incur for the RALF process, or let the property owner take it to court and put the burden on them.

Councilmember Musgrove asked if the section the trailers are on could be obtained by the property owner without going to court.

City Attorney Langel commented that the property owner would have to go to court to establish adverse possession. He commented that only those two slivers could be obtained in that manner.

Councilmember Musgrove commented that she is not happy to hear about this issue.

City Attorney Langel identified a blue strip on the drawing, noting there is a fence on the north edge and the property owner could argue that they adversely own that fence line. He noted that only runs to lot 113.

Mayor Kuzma stated that he likes the suggestion from Councilmember Riley that the property owner could purchase the land at the cost of the expenses the City would incur, or could choose to go to court.

Councilmember Musgrove commented that the City purchased the land with RALF dollars and asked if the purchase of that property would reimburse RALF funds.

Economic Development Manager Sullivan confirmed that any exchanged funds in that manner would reimburse RALF funds. He stated that he did not know if full process would need to be followed for the small strip because of the adverse possession issue. He stated that if the solution is that they want to solve for the encroachment and retain the remainder of the land, it would be a remnant parcel that would not have use to anyone other than the park. He stated that if there is public property behind the park in that location it could create a nuisance. He stated that perhaps it would make sense to make a large piece for sale to the park rather than creating City property behind the park.

Councilmember Woestehoff stated that he likes that idea. He stated that he would prefer to get rid of the wedge of property.

Economic Development Manager Sullivan provided background on the parcel the City purchased and noted that anything the City does, it will need to draft a legal description survey. He stated that he would prefer to give more land to a new business that could potentially come in rather than leaving room for expansion.

Councilmember Woestehoff agreed that the City would not have a use for the land behind the park and would prefer to get rid of that property if there is not a City use.

Councilmember Musgrove stated that while she likes that concept, she was unsure if the property owner would have the funds to purchase the larger area or just the area marked in blue. She stated she is not sure if we need to give just one option, or if there's potentially two options.

Building Official Szykulski commented that more than the strip would be needed in order to solve for the setback issue.

Councilmember Woestehoff referenced the suggestion that City Attorney Langel provided for the property owner to pay for the legal fee to transfer the land or whether a cost for the land would be included as well.

City Attorney Langel commented that because this property was purchased with RALF there may be an issue where compensation for the land is needed. He stated to Ms. Musgrove's point in terms of options, that it would depend upon what RALF will allow and the process it will force the City to go through as that is unknown at this time.

Mayor Kuzma commented that the issue with setbacks may encourage the park to pursue that land rather than move the homes to meet the setback.

City Attorney Langel commented that the land is unimproved and therefore a setback may not be required.

Councilmember Musgrove referenced a newer longer home and asked if that has been recently updated as it does not appear to have existed since the 1970s.

City Attorney Langel commented that the City could compare aerial photos to determine when that home was placed or improved. He provided details from an aerial from 1965 that was provided by the property owner. He stated that it would not be difficult for the property owner to make an argument that the homes have been in those locations for decades.

Councilmember Howell asked the estimated expense of a lawsuit if the property owner were to take that path.

City Attorney Langel estimated a cost of about $15,000 as it is a time-consuming process.

Councilmember Howell stated that she would prefer to solve this amicably and avoid unnecessary expense.

Councilmember Heineman agreed that he would prefer to give staff the most options available to remedy this situation.

Economic Development Manager Sullivan asked if the preference would be to first attempt to sell the largest piece and work down to smaller options if the property owner does not choose to purchase the large piece.

City Attorney Langel commented that throughout the park there are drainage and utility easements all over.

Building Official Szykulski stated that the easements impact homes in different locations within the park.

City Attorney Langel noted that one easement has a home entirely across it while there are nine other homes that sit atop an easement to some extent. He stated that the easements have been in place for many years and there has not been an issue to this point. He stated that staff would suggest entering into an agreement with the park related to the encroachments, in that the park acknowledges that the encroachments exist and if there is an issue that needs to be resolved, the home would need to be moved at no expense to the City. He stated that there would be an additional stipulation that if two homes are moved, they could not go back in those locations because of the easements. He stated that part of the process would be to determine if there are utilities within those easements and whether the easements are therefore necessary or unneeded. He stated that staff would also suggest that when ownership of one home changes, that home should be repositioned out of the right-of-way, and it should be disconnected from the septic and well and connected to sewer and water.

Councilmember Riley asked why MnDOT was not concerned with this issue.

City Attorney Langel was unsure.

Councilmember Woestehoff asked if there was any concern with Highway 10 and whether homes would be in the way of construction.

City Attorney Langel stated that the City could either work with the property owner to develop an encroachment agreement or could try to force the park owner to move the homes out of the easements. He commented that he did not believe the park owner would voluntarily move the homes and noted that the City may not be supported in court because there may not be utilities in some of the easements and maintenance is not needed at this time. He stated that if the encroachment agreement is in place, everyone is aware of the standard and intent moving forward.

Senior Planner McGuire Brigl asked if there is third option, which would be to ignore it.

City Attorney stated the City could simply ignore it, his only concern is that if you have an encroachment agreement in place, then the owners know they are not setting additional homes on those encroachments and they need to stay away from those.

Councilmember Woestehoff commented that he would support the encroachment agreement as it sets the stage that if the City needs to get in for maintenance, it would not be at the cost of the City.

Mayor Kuzma commented that he also likes the stipulation that certain homes should be moved in the future.

Councilmember Riley commented that he would agree. He asked if these things could be lumped together with code enforcement.

City Attorney Langel commented that in his discussions with the legal counsel for the property owner, it was stated that part of the intent of refinancing was to obtain funds to remedy some of the issues at the park. He stated that the new owner is going to spend some of his money to improve the park. He stated that the property owner would like to sit down with staff to develop a single agreement that would include a list of what is to be accomplished that would satisfy all parties.

Councilmember Riley agreed that it would be helpful to have one agreement in place to address the code enforcement issues prior to allowing purchase or acquiring the additional land.

Senior Planner McGuire Brigl commented that there are currently ten pages of violations for the park, which equates to hundreds.

Mayor Kuzma confirmed the consensus of the Council to direct staff to continue negotiations as discussed.

3. ADJOURNMENT

The Special Work Session of the City Council was adjourned at 6:59 p.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Katie M. Schmidt
Deputy City Clerk

Drafted by Amanda Staple

TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, August 10, 2021, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Acting Mayor Chris Riley
Councilmember Ryan Heineman
Councilmember Chelsee Howell
Councilmember Debra Musgrove
Councilmember Dan Specht
Councilmember Matt Woestehoff

Members Absent: Mayor Mark Kuzma

Also Present: City Administrator Kurtis Ulrich
Finance Director Diana Lund
Fire Chief Matt Kohner
Police Chief Jeff Katers
Parks and Assistant Public Works Superintendent Mark Riverblood
Public Works Superintendent Grant Riemer
Administrative Services Director Colleen Lasher
City Engineer Bruce Westby
Senior Planner Chloe McGuire Brigl
Planning Technician Brian McCann
Anoka County Commissioner Matt Look
Anoka County Engineer Joe McPherson
Legislative Consultant El Tinklenberg

1. CALL TO ORDER

Acting Mayor Riley called the City Council Work Session to order at 5:35 p.m.

2. TOPICS FOR DISCUSSION

2.01: Discuss a Date for a Joint Work Session with the Planning Commission and the Economic Development Authority

City Administrator Ulrich proposed the following dates for a joint Work Session with the Planning Commission and EDA: September 23 or 30, or October 12.

Councilmember Specht stated he is not available September 30, but he is available on September 23.

Councilmembers Musgrove, Howell and Heineman agreed they were also available on September 23.

The consensus of the Council was to hold the Joint Work Session on September 23, 2021.

2.02: Discuss Interview Date and Process for Civil Legal Services

City Administrator Ulrich stated applications were submitted by 5 firms to provide civil legal services. He added City Staff is requesting that the Council hold a 45-minute interview with each of the firms in one evening during a 4-hour time frame, on August 18, 19 or 23, with a proposed start time of 5:30 p.m.

Councilmember Specht stated Wednesdays are difficult for him.

Councilmember Musgrove stated Wednesdays and Thursdays work for her, but Mondays are difficult.

Councilmember Howell stated she would prefer August 23, but she could make the 18th work.

Councilmember Woestehoff stated he would prefer a Monday or Wednesday.

The consensus of the Council was to interview firms for civil legal services on August 23, 2021 starting at 5:30 p.m.

2.03: Review U.S. Highway 10 Funding

City Administrator Ulrich stated the Highway 10 project is considered fully funded by the Minnesota Department of Transportation (MnDOT) and Anoka County, with additional potential grant funding from MnDOT of $31 million. He added an application for $20 million in federal infrastructure grant funding is getting a lot of attention, as there are questions about whether the grant is needed, and whether the County is considering other projects for the funds.

City Administrator Ulrich welcomed County Commissioner Matt Look and County Engineer Joe McPherson, as well as legislative consultant El Tinklenberg, to discuss the grant and reasons why the City may wish to consider keeping or dropping the grant.

El Tinklenberg reviewed the legislative funding process. He stated members of Congress are allowed to indicate priority projects, or "congressionally designated spending", and applications are required to be submitted within 1 week. He added there have been assurances that the Highway 10 funding application is being considered positively, but no projects have been approved to date.

Mr. Tinklenberg stated, with regard to rescinding the application, it is important to consider the City's best interests, and the importance of Highway 10 to the community. He added there are supply chain issues on a worldwide scale, and general uncertainty regarding availability of materials and increasing costs. He noted holding onto the application hedges against cost overruns and could provide an opportunity to look at enhanced aspects of the project to which additional

funds could be applied. He noted it is his recommendation to continue with the application and find ways to redefine the project to use or reallocate extra funding.

Acting Mayor Riley asked whether the Ramsey Gateway project is fully funded.

Mr. Tinklenberg stated he believes the project is fully funded, with regard to current cost estimates. He added cost overruns have not been identified at this point.

Acting Mayor Riley asked whether the Gateway project could be expanded 5 or 6 miles to the east.

Mr. Tinklenberg stated he is unsure, as there may be some challenges with that. He added, however, funding would come from the State, and there is some flexibility in terms of how the project is defined and how funds are used.

Councilmember Heineman stated, at the last City Council meeting, Mr. Tinklenberg stated that MnDOT is backing the project.

Mr. Tinklenberg confirmed this, adding MnDOT is a big supporter of the project, and has helped secure funding. He noted, under the Trunk Highway Bond Projects, the number one project is Ramsey Gateway.

Councilmember Heineman asked what will happen if costs increase and there is insufficient funding, whether MnDOT would withdraw from commitment to the Gateway Project.

Mr. Tinklenberg stated MnDOT would find a way to fund the project, as there is already too much funding allocated from the federal government which will have to be relinquished if construction does not begin in 2023. He added there may be opportunities for additional funding to reduce the City's commitment to federal funding.

Councilmember Specht requested feedback and comment from the County representatives.

Anoka County Commissioner Matt Look thanked the City Council for their hard work and efforts on this project, which has been 16 years in the making. He added one of the contributing factors to the success of the proposed project is that local communities understood the significance and came together to form the Highway 10 Coalition. He noted this effort attracted positive attention, and led to decisions regarding a sequence of projects, including Armstrong Boulevard, Fairoak/Thurston, and Third Lane in Coon Rapids.

Commissioner Look stated support for the 3rd lane project is the next project in line. He added now that Ramsey is fully funded and a partner in the Highway 10 Coalition, the projects are competing with each other, and it becomes a reputational issue.

Commissioner Look stated the City of Ramsey has already committed $4 million to this project. He added he was happy to see this support from the City for a federal project but hopes to reduce that number to $2 million through cost savings.

Commissioner Look stated the Mississippi River Bridge is the next project, and it will take more support from MnDOT than they have probably ever given, but also more federal support. He added it is important to have a successful bridge project without discouraging and alienating other communities. He noted the bridge is necessary, and federal support is required to get it done. He noted, if there are overruns, the project must be finished to use the money, and MnDOT will not return it to the federal government.

Commissioner Look stated, when we started the year, we had a $46 million gap. He added $31 million was awarded in the State legislative session, as well as federal funding capped at 80% for eligible items. He noted BNSF has shown up at the table because of federal funding, and their participation could be $3-4 million. He noted the project is fully funded but there are additional sources that can be sought if necessary.

Commissioner Look stated the final design is not complete, but right of way impacts are being reduced. He added originally it was thought that 160 parcels would need to be bought, but that was reduced to 20-30 parcels, and now the number is less than 15 total takes. He noted the $37 million right of way funding could be reduced, which will affect the total budget.

Acting Mayor Riley asked whether any of these funds could be eligible for use on the third lane in Coon Rapids, if the Ramsey Gateway is fully funded.

Commissioner Look stated he does not believe the funds can be transferred as bond funds and federal funds are allocated to a specific project. He added the only funds that could be eligible for transfer are local participation.

Mr. Tinklenberg stated the $50 million that Mr. McPherson talked about is flexible funding which could be used someplace else.

Acting Mayor Riley stated the City has heard that the Ramsey project is on the Senate list. He asked whether there are other funding requests on the list or is there a good chance of getting that funding.

Mr. McPherson stated the third lane request was supported at the congressional level, but he is unsure where that project is in the process right now.

Councilmember Specht stated the City had talked about adding upgrades to the project that were left out and the City wanted to add.

Commissioner Look stated the grade on Sunfish was discussed, which was $20 million. He added he was able to convince the other Commissioners that grade separations are necessary. He noted project design is still ongoing and it is turning into a great project.

Mr. Tinklenberg reiterated that $15 million from MnDOT is very flexible. He added they have different scheduling in mind for the third lane in Coon Rapids, and they have been an impediment to the discussions. but it is possible that money could be redesignated to the third lane.

Councilmember Woestehoff stated he is a little stuck on this one, as it is difficult to pull back on the grant request, but he understands that it is an important coalition. He asked whether there is a way to get the grant by offsetting the City's contribution under an agreement to transfer funds to the third lane project or another Anoka County project, due to the unexpected win of the grant. He noted it has been recognized that having the 3rd lane in Coon Rapids has an impact on the Ramsey project. He added he realizes the City Council should focus on the COR and funding projects in Ramsey.

Councilmember Musgrove asked whether the third lane is on the MnDOT list. Mr. Tinklenberg stated it is not.

Councilmember Musgrove asked whether the $15 million from CRRSAA could potentially go to the third lane project if the City of Ramsey withdraws its funding application. She added she supports pulling the funding to support the third lane and the bridge crossing, as she is a member of the Mississippi Bridge coalition.

Councilmember Heineman stated he likes the idea of being creative, but it does not resolve the issue of competing with neighboring cities. He added if the City wins the grant and hands it over to Coon Rapids, and if that damages the chances of winning the funding, then neither City will benefit. He noted he would support pulling the funding.

Councilmember Specht asked what the ramifications are of pulling funding since it has already passed the Senate. He asked whether it will make it harder to ask for future funding.

Mr. Tinklenberg stated he is not sure where the list is right now. He added they have been assured that it was reviewed positively. He noted the funding still needs to go to the House, so that might make a difference, as he is not sure how the vote will go.

Mr. Tinklenberg stated he is unsure whether future funding will be an issue. He added many people have supported this funding, and have had to make important decisions, including not supporting other projects. He noted it will be an embarrassment to them to have the project funding go this far, and then have the City say they don't really need it.

Acting Mayor Riley asked whether CRRSAA funds can be used for a third lane in Coon Rapids.

Mr. McPherson stated that is a possibility, but it would be MnDOT's decision, based on their list of priorities. He added there is no guarantee the funds would go to the third lane project. He noted, for instance, $60 million in federal funding was recently secured for Highway 494, so they are looking for additional funding for that project.

Councilmember Howell stated, to the point about potential embarrassment, it could be difficult for them after they have advocated for this project. She added if the City of Ramsey does not need the funding and still takes it, and funding is needed for another project, that does not seem right just to spare someone's feelings. She noted she does not think that is a good reason to go forward with pursuing the funding.

Councilmember Heineman agreed, stating it would be embarrassing if the City goes forward with the request and creates excess funds, and does not return it. He added, if there are multiple competing cities, the funds will get used. He noted he would not be worried about the embarrassment issue.

Councilmember Musgrove stated the City was not fully funded when this application was submitted, but now the project is fully funded. She added we can pull the application and express our thanks and appreciation for their hard work and dedication, but the funding which is no longer needed by the City of Ramsey can be used for another project. She noted the City of Ramsey could respectfully request that the funding go to the third lane in Coon Rapids.

Councilmember Musgrove stated the City can be purposeful and respectful, and appreciate the good work that has been done, and it does not have to be an embarrassment. She noted it is actually a good decision.

The consensus of the City Council was to pull the funding application.

Councilmember Woestehoff stated he is in the middle.

Mr. Tinklenberg stated the project funding is a remarkable accomplishment. He commended the team for their hard work and effectiveness.

Acting Mayor Riley asked about funding for a railroad crossing at 47.

Mr. McPherson stated $110 million has been secured for that project, which is proposed to be a 2-lane bridge over the railroad, with an additional $55-60 million if they have to purchase the metal recycling center. He added previous layouts are still being reviewed and evaluated. He noted the County has not seen any formal plans, but an open house will be planned soon, and the project is scheduled for 2024.

Acting Mayor Riley thanked the presenters for coming to the Work Session.

2.04: Review Draft Ordinance #21-11 Amending Chapter 10 of City Code – Animal Regulations

Acting Mayor Riley stated the City Council is scheduled to have a public hearing on this issue tonight. City Staff is recommending that the case is tabled to allow time to review this issue further and come back with a new Ordinance.

City Administrator Ulrich stated City Staff started this process as a simple revision to regulate the number of cats, and it has expanded into a comprehensive review of all animals in the city. He added City Staff would like to take a step back and spend some additional time gathering input, have some open houses, get the feel from the community. He recommended that the public hearing be held tonight since it was published, and incorporate any comments into the deliberation, and come up with an Ordinance that is the best approach.

Councilmember Woestehoff asked whether the public hearing will be a procedural point in terms of passing the Ordinance.

City Administrator Ulrich stated City Staff recommends scheduling a new public hearing.

Councilmember Howell asked whether Chapter 10 could be revised and simplified, since it covers so many different animals. She added it should be streamlined so it is easier to read and understand.

City Administrator Ulrich agreed, adding the Ordinance should be simplified for interpretation and enforcement.

Acting Mayor Riley stated that is the direction of the City Council, to rewrite the Ordinance and make it easier to understand and enforce.

Councilmember Musgrove agreed, adding there was confusion about whether a resident can have a rooster. She added the Ordinance should also be easier for City Staff to interpret.

Councilmember Woestehoff asked whether the duck portion of the Ordinance went through.

City Planner McGuire Birgl stated a special animal license permit application was offered to the family who spoke at the last meeting about keeping ducks.

Councilmember Howell asked whether an ad hoc committee could be created to work with City Staff on this Ordinance to get the process moving forward faster.

Acting Mayor Riley stated the City Council can email City Staff with their thoughts and comments about a potential committee and the process as a whole. He added City Staff can provide a revised draft for City Council consideration. He asked whether that would be a suitable alternative to a committee.

Councilmember Howell agreed.

City Administrator Ulrich stated City Staff is good with that.

Councilmember Musgrove asked whether City Staff are receiving City Council's emails. She added she sent an email about the animal Ordinance and never heard back.

City Staff confirmed they are getting emails.

Councilmember Musgrove asked who the emails should be directed to.

City Administrator Ulrich stated emails should go to Planning Technician Brian McCann.

Councilmember Howell asked whether the animal unit per amount of land could be changed to 1 acre. She added it is currently 2.5 acres, which can become a complicated formula.

Acting Mayor Riley asked whether there is a reason it is done that way.

Senior Planner McGuire Brigl stated she would prefer to specify types of animals rather than animal units.

Councilmember Woestehoff asked what the cost issue is for bee keeping.

Senior Planner McGuire Brigl stated the license fee is $200 plus a public hearing, to be approved by the City Council. She added a permit fee of $25 is proposed, similar to a home occupation permit.

Councilmember Woestehoff asked whether it has been a license process so neighbors can participate in the public hearing.

Senior Planner McGuire Brigl confirmed this.

Acting Mayor Riley asked whether additional direction is needed for roosters and the number of cats.

Councilmember Musgrove stated, there was originally a consensus for roosters on 5 acres instead of 3.5 acres. She added she does not support a noise requirement for lots greater than 5 acres, as the setbacks are sufficient. She noted she does not support having 1 rooster on 5 acres with a noise requirement.

Acting Mayor Riley stated it was his understanding that the rooster noise issue falls under public nuisance, similar to loud music. He asked Councilmember Musgrove whether roosters on 5 acres would be exempt.

Councilmember Musgrove confirmed this. She added there are lots in the City that are 5 acres that are not zoned R-1, and that would exclude people that would be able to have a rooster.

Councilmember Woestehoff stated he does not support excluding roosters as a nuisance on 5 acres.

Senior Planner McGuire Brigl stated the City cannot technically exclude anything from the nuisance provisions of the Code, as it is set forth by the Department of State.

Councilmember Heineman asked whether rooster crowing would be enforced the same as loud music.

Senior Planner McGuire Brigl stated it is based on duration, so it would have to be a really bad rooster.

Acting Mayor Riley stated there was discussion about adding a total number of dogs and cats.

Councilmember Howell stated some cities have a hoarding section of their Ordinance that would address multiple cats above a certain number. She added that might be a solution, rather than targeting everyone who has 5 cats, and making them get a kennel license.

Acting Mayor Riley asked what the definition of hoarding would be.

Councilmember Howell agreed to forward her research and information to the City Council and City Staff.

Acting Mayor Riley stated this issue is related to a specific problem, and the City does not want to seek out people who are not a problem. He added this gives the City a way of addressing the ones that are a problem.

Councilmember Howell asked whether other Councilmembers would support no penalties for crowing hens. She added City Staff would end up spending a lot of time and effort measuring noise. She noted the decibel levels are not going to be the same for all chickens.

Acting Mayor Riley asked whether crowing roosters is really a problem.

Senior Planner McGuire Brigl stated City Staff receives approximately 1 complaint per month about roosters, but she does not believe there has ever been a complaint about chickens.

Councilmember Woestehoff stated, if roosters are allowed, then crowing hens should be considered the same thing. He added roosters and hens crowing could be regulated the same way, except roosters would need to be on 5 acres.

Councilmember Howell stated the problem is how to measure the crowing. She added it could end up creating a lot of work.

Councilmember Musgrove stated she would support removing "crowing hens".

The consensus of the City Council was to remove "crowing hen".

Acting Mayor Riley stated the City Council will send emails with feedback and comments to Planning Technician McCann to be consolidated and presented at a Work Session in 90 days.

2.05: Continued Discussion on 2022 Budget/Levies

Finance Director Lund reviewed City Staff's request for positions to be re-classed as well as positions with increased hours. She added 3 new positions were discussed at the City Council's last Work Session.

Community Development re-class: Senior Planner to Planning Manager - City Engineer Westby stated this request for a re-class would be commensurate with the duties that the staff member is currently performing.

Engineering Department re-class: Engineering Technician to Senior Engineering Technician - City Engineer Westby stated this staff person has taken on many additional duties since the previous Senior Engineering Technician retired a few years ago. He added the staff person has performed admirably and management wants to keep them challenged.

Public Works Department re-class: Street Lead to Streets Department Supervisor - Public Works Superintendent Riemer stated he is currently doing the Supervisor job as well as his own job, and the existing Street Lead has taken on a lot of responsibilities. He noted his intention is to set up his own succession which is a wise move.

Public Works Department re-class: Maintenance Worker to Street Lead - Public Works Superintendent Riemer stated the maintenance worker would take over the open Street Lead position created by the hiring of a Supervisor.

Public Works Department re-class: Building Maintenance Worker – this is currently a part-time staff person working 25 hours/week, and they would increase to 40 hours/week. Public Works Superintendent Riemer stated this position was delayed last year, and staff got an estimate of $32,500 for hiring a contractor to clean the Public Works facility. He added increasing this position to full-time would cost $33, 686, which would be a greater benefit as the staff person could be used in other facilities and for snow removal.

Police Department - Police Technician, increase from 25 hours/week to 40 hours /week. Finance Director Lund stated the Police Department currently has 2 full-time Records Technicians and 2 part-time Records Technicians, and the request is to increase one part-time staff to full-time. She added this is due to the increased work related to body worn cameras.

Acting Mayor Riley asked whether the new full-time Technician would require insurance benefits.

Finance Director Lund stated the staff person who would be increased to full-time would most likely waive their insurance benefits as they are covered under their spouse.

Finance Director Lund stated a Building Permit Technician is proposed to be increased from 32.5 hours/week to 36 hours/week. She added the staff member reduced her hours after maternity leave, so this increase brings the staff member closer to her original hours.

Parks & Recreation – Rec Specialist, increase from 20 to 29 hours per week. Finance Director Lund stated the position would be limited to 29 hours so no health benefits would be triggered. Parks and Assistant Public Works Superintendent Riverblood added a request for a full-time position is anticipated for 2023. He noted this request would cost approximately $250/week.

Councilmember Musgrove requested clarification regarding training courses listed under the Engineering Tech position, and whether they are finishing up the remainder of classes.

City Engineer Westby stated the staff person completed half of the course offered by the League of Minnesota Cities before the pandemic, and then the classes were suspended and eventually

cancelled. He added the intent is not to apply this re-class until the staff person has completed the training.

Councilmember Musgrove asked whether the numbers are projected, and when increases will happen.

City Engineer Westby stated the pay increase would go through on July 1. He added they are still waiting to complete the course.

Councilmember Musgrove stated she would support a pause on the re-class positions until the Community Development positions are filled. She added it will be important to get input from the incoming management staff.

Councilmember Woestehoff stated, based on the job descriptions, most of these staff are already doing the job, and it makes sense to re-class them, especially with Public Works Superintendent Reimer's comments about succession planning. He added he agrees with the increase of hours for the Technician due to the increased amount of work related to body cams.

Councilmember Howell stated she supports the request for a Police Tech position. She added she does not see a problem with pausing everything else for now and instruct staff to work on cutting expenses across the board.

Acting Mayor Riley asked whether the meeting attendees can stay after the Regular Meeting to address the last Work Session item. The consensus was to address the last agenda item after the Regular Meeting is adjourned.

Councilmember Heineman stated the proposed increases will actually offset expenses. He added, for instance, the maintenance worker to be upgraded to Street Lead will be able to perform other duties.

City Administrator Ulrich stated outside consultants can be used for some staff positions, including planning and engineering, but the rate is quite a bit higher. He added keeping the work in-house will be a cost reduction.

Public Works Superintendent Riemer stated the City will have more control over a staff person designated to clean the new Public Works facility than hiring a contractor.

Councilmember Heineman asked whether that staff person could also perform preventive maintenance.

Public Works Superintendent Riemer confirmed this, adding it is a very big building.

Administrative Services Director Lasher stated staff retention is an important issue. She added, in the case of the building maintenance worker, the City will be recruiting 2 additional staff if that position is not brought to full-time, because he will leave. She noted we have talented people who are ready to advance and grow into their new titles.

Councilmember Heineman stated he supports saving money, but also wants to ensure that staff is taken care of. He added hiring is expensive, and retention is important. He noted he would rather have a higher paid staff do more work with less, than lower paid staff maintaining what the City already has.

Acting Mayor Riley stated the City Council has expressed concern regarding parks maintenance. He added he would like to revisit adding an additional parks staff.

Finance Director Lund requested direction from the City Council regarding whether to bring forward some numbers, as presented by Councilmember Heineman, to have something to start with. She asked whether the 5% general fund levy increase is a starting point.

Councilmember Heineman agreed, adding the 5% general levy increase vs. 12%, and 50% levy to offset the franchise.

Councilmember Howell requested additional information regarding the cost of outsourcing, and what the City would be saving. She added she would like to see what these requests would look like if each department cut their budget by 10%.

Councilmember Musgrove requested information regarding the Logis contract, and how that compares to the hiring of a new systems staff.

Finance Director Lund stated the Logis contract is for applications and is a yearly budget. She added the hourly rate with Logis is not under contract.

2.06: Discussion Regarding Union Contract Negotiations for AFSCE, LELS-Patrol, LELS-Sergeants & LELS-Captains (Portions of this Discussion Closed to the Public)

This agenda item was postponed and discussed following the Regular Meeting.

3. TOPICS FOR FUTURE DISCUSSION

3.01: Review Future Topics/ Calendar

None.

4. MAYOR / COUNCIL / STAFF INPUT

None.

5. RECESS

Motion by Councilmember Specht, seconded by Councilmember Musgrove, to recess the Work Session at 7:00 p.m. and reconvene after the Regular Meeting.

Motion carried.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Katie M. Schmidt
Deputy City Clerk

Drafted by Mary Mullen
TimeSaver Off Site Secretarial, Inc.

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CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey City Council conducted a regular meeting on Tuesday, August 10, 2021, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Acting Mayor Chris Riley
Councilmember Ryan Heineman
Councilmember Chelsee Howell
Councilmember Debra Musgrove
Councilmember Dan Specht
Councilmember Matt Woestehoff

Members Absent: Mayor Mark Kuzma

Also Present: City Administrator Kurtis Ulrich
Public Works Superintendent Grant Riemer
Senior Planner Chloe McGuire Brigl
Planning Technician Brian McCann

1. CALL TO ORDER

Acting Mayor Riley called the regular meeting of the Ramsey City Council to order at 7:02 p.m., followed by the Pledge of Allegiance led by Acting Mayor Riley.

2. PRESENTATION

None.

3. CITIZEN INPUT

None.

4. APPROVE AGENDA

City Administrator Kurt Ulrich requested the following changes to the Agenda:

-Consent Agenda Item 5.03.1 - July 20, 2021 Special Work Session Minutes to be removed from the Consent Agenda for review by City Staff and added to the August 24, 2021 Regular Meeting Agenda
-Consent Agenda Item 5.6 - Authorization to Purchase Maintenance Equipment, to be moved to Council Business Item 7.2

Motion by Councilmember Musgrove, seconded by Councilmember Woestehoff, to approve the agenda as amended.

Motion carried. Voting Yes: Acting Mayor Riley, Councilmembers Musgrove, Woestehoff, Heineman, Howell, and Specht. Voting No: None. Absent: Mayor Kuzma.

5. CONSENT AGENDA

Motion by Councilmember Musgrove, seconded by Councilmember Heineman, to approve the following items on the Consent Agenda:

5.01: Receive June 2021 Financial Reports – General Fund and Enterprise Funds
5.02: Approve the Following Meeting Minutes:
1) City Council Special Work Session Dated 5/18/2021
5.03: Approve the Following Meeting Minutes:
1) ~~City Council Special Work Session dated 7/20/2021~~ This item was removed from the Consent Agenda for further review by City Staff, to be added to the August 24, 2021 Regular Meeting Agenda
2) City Council Work Session dated 7/27/2021
3) City Council Regular Session dated 7/27/2021
5.04: Approve Business Licenses
5.05: Approve Rental Licenses
5.06: ~~Authorization to Purchase Maintenance Equipment for the New Public Works Facility~~ This item was removed from the Consent Agenda and considered as Regular Agenda Item 7.2
5.07: Adopt Resolution #21-228 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 22, 2021 through August 4, 2021
5.08: Adopt Resolution #21-183 Approving an Easement Encroachment Agreement for an attached accessory structure in a drainage and utility easement at 16206 Sapphire St NW; Case of William Cowette (Project 21-119)
5.09: Adopt Resolution #21-208 Granting a Conditional Use Permit to Expand an Existing Utility Substation at 9180 Alpine Drive NW (Project No. 21-125)
5.10: Adopt Resolution #21-210 Approving Site Plan and Final Plat for Knoll Properties 2nd Addition; Case of Anderson Dahlen
5.11: Adopt Resolution #21-224 Accepting Geotechnical and Survey Proposals for 2022 Pavement Management Program Projects
5.12: Adopt Resolution #21-225 Approving Development Agreement and Releasing Declaration of Covenants for AEC Energy Park and Development Agreement; Case of Anderson Dahlen
5.13: Adopt Resolution #21-226 Approving Premise Permit for Anoka Area Hockey Association at Superbowl in Ramsey
5.14: Adopt Resolution #21-227 Granting an Easement Encroachment Agreement for 74747 163rd Ave NW (Project 21-118); Case of Manuel Cuevas

Motion carried. Voting Yes: Acting Mayor Riley, Councilmembers Musgrove, Heineman, Howell, Specht, and Woestehoff. Voting No: None. Absent: Mayor Kuzma.

6. PUBLIC HEARING

6.01: Review Ordinance #21-17 Amending Rental Licensing Requirements to Include Short-Term Rentals

Presentation

Senior Planner Chloe McGuire Brigl reviewed an Ordinance to amend Chapter 26 of the City Code to include short-term home rentals for companies like Airbnb and VRBO, which are becoming more popular. She added City Staff have received requests for information from many residents who want to rent out their homes. She noted a rental license of $25 for a 3-year period is required for homes that are rented out, which is very minimal compared to other nearby communities.

Senior Planner McGuire Brigl stated, for purposes of clarification in the Code, a rental license is required for a short-term rental, as well as an updated rental application. She added tents and yurts are not allowed under State Building Code. She noted this would be a broad and general update to the City Code, and City Staff can look at additional options. She noted the Planning Commission reviewed this issue at their last meeting, and recommended City Council approval of the Ordinance.

Councilmember Heineman asked whether establishing this policy will make it easier for residents to use organizations like Airbnb and VRBO to rent out their homes.

Senior Planner McGuire Brigl confirmed this, adding people call City Hall to ensure that the homes they want to rent are legally licensed.

Councilmember Heineman asked whether a resident who has a yurt or geodome could have it reclassified as a separate structure, and potentially be licensed to rent as a rental.

Senior Planner McGuire Brigl stated City Code allows only one dwelling unit per property, so an additional structure would not be allowed. She added this would include tiny homes or "mother-in-law" suite on an individual property. She noted the Planning Commission requested that City Staff do some additional research on this issue for as a separate case.

Councilmember Specht stated he would support making the process less restrictive and simpler for residents to work with organizations to rent their homes.

Councilmember Musgrove requested clarification regarding rent moratoriums due to Covid-19, and how they might potentially be affected by this proposed Ordinance.

Senior Planner McGuire Brigl stated City Staff had not considered the moratorium in connection with this Ordinance. She added she would consult with the City Attorney. She noted, as the Ordinance relates to short-term rentals of not more than 30 days, the Ordinance would not supersede the State's moratorium.

Motion by Councilmember Musgrove, seconded by Councilmember Woestehoff, to introduce Ordinance #21-17 Amending Rental Licensing Requirements to Explicitly Include Requirements for Short-Term Rentals to Receive a Rental License.

Motion carried. Voting Yes: Acting Mayor Riley, Councilmembers Musgrove, Woestehoff, Heineman, Howell, and Specht. Voting No: None. Absent: Mayor Kuzma.

6.02: Introduce Ordinance #21-11 Amending Chapter 10 of City Code to Include Requirements for Keeping Cats and Roosters, and to Amend Standards for Agricultural Animals and Beekeeping

Presentation

City Administrator Ulrich stated, based on discussion and feedback over the past few weeks, City Staff is recommending that a public hearing be held, and public comment taken on this issue but that the Ordinance should not be introduced until further review can be done. He added City Staff will revise the Ordinance to reflect comments received from the City Council and the public at the City Council's last meeting. He noted a follow-up review will be scheduled for the City Council's November 9, 2021 meeting.

Planning Technician Brian McCann reviewed the proposed Ordinance related to the keeping of cats and roosters as discussed at the City Council's July 27, 2021 meeting. He added, after receiving public comment, City Staff have revised the Ordinance to include ducks on all properties, similar to chickens, and to include animal family classifications, including mini-cows, and to limit the number of dogs and cats not to exceed 10. He noted a kennel license will still be required for 4 or more dogs.

Planning Technician McCann stated City Staff recommends postponing action on this item for 90 days to provide additional time for City Staff and public input.

Public Hearing

Acting Mayor Riley opened the public hearing.

Citizen Input

There was none.

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

Motion carried. Voting Yes: Acting Mayor Riley, Councilmembers Musgrove, Woestehoff Heineman, Howell, and Specht. Voting No: None. Absent: Mayor Kuzma.

Council Business

Motion by Councilmember Howell, seconded by Councilmember Heineman, to postpone City Council action on proposed Ordinance #21-11 Amending Chapter 10 of City Code to the City Council's Tuesday, November 9, 2021 Regular Meeting.

Motion carried. Voting Yes: Acting Mayor Riley, Councilmembers Howell, Heineman, Musgrove, Specht, and Woestehoff. Voting No: None. Absent: Mayor Kuzma.

7. COUNCIL BUSINESS

7.01: Consider Request for Comprehensive Plan Amendment to Re-Guide PID #20-32-25-44-0003 from High Density Residential (HDR) to Medium Density Residential (MDR) (Project No. 21-122); Case of Lennar

Senior Planner McGuire Brigl reviewed a request from Lennar for a Comprehensive Plan amendment for a residential subdivision near the Fire Station site. She added the 35-acre site is zoned "split zoning", which is unique for Ramsey. She noted 80-foot-wide lots are proposed on City utilities adjacent to existing residential areas with smaller rural developing lots and high-density residential areas, as well as industrial and commercial uses.

Senior Planner McGuire Brigl stated the Comprehensive Plan guides this area as high-density residential with 8 units per acre. She added, under Met Council guidance, anything over 8 units per acre counts as affordable housing, regardless of whether it is an affordable housing development. She noted the site is adjacent to low-density residential of less than 4 units per acre.

Senior Planner McGuire Brigl stated the applicant is proposing to reduce density from high to medium residential with 4-8 units per acre and an average density of 5.5 units per acre. She added City Staff is supportive of this proposal as it matches the adjacent residential areas and provides a nice buffer. She noted, however, there would be funding impacts.

Senior Planner McGuire Brigl stated the City of Ramsey is a member of the Livable Communities Act (LCA) Program, with funding eligibility, of which the City is the net recipient. She added the City has received $6 million in project funding over the past 20 years, including $1 million in 2019 for Riverwalk Village. She noted overall density cannot be reduced, and affordability must be maintained, for the City to maintain its membership in the LCA Program.

Senior Planner McGuire Brigl stated the City passed a Resolution in November 2020 expressing support for and participation in the LCA Program.

Senior Planner McGuire Brigl provided alternatives for City Council consideration. She stated the Comprehensive Plan could be amended through the approval process; funding mechanisms could be changed; or the development could be approved with no changes, which would mean the end of the City's participation in the LCA Program.

Senior Planner McGuire Brigl stated the City Council could approve the Comprehensive Plan amendment but direct City Staff to research alternatives sites to re-guide at 8 units per acre. She added there are other potential sites in the City guided for low to medium density. She noted another option would be to direct the applicant to revise the plan to maintain 8 units per acre.

Senior Planner McGuire Brigl stated residents have indicated the importance of developing single family homes.

Acting Mayor Riley asked why the zoning is proposed to be changed so close to existing homes.

Senior Planner McGuire Brigl stated that is the request of the applicant. She added a public hearing will still be required and the issue reviewed by the City Council again.

Councilmember Musgrove asked whether the calculation would change if the proposed 80-foot-wide lots were to be used as a minimum lot size.

Senior Planner McGuire Brigl stated that would not help because the Met Council is looking at the overall site. She added 80-foot-wide lots would be viewed as part of the site as a whole.

Acting Mayor Riley stated he is not in favor of the Met Council telling Ramsey how to develop itself, and he is not concerned with maintaining their density requirements.

Councilmember Musgrove asked what the repercussions could be for the City if LCA Program funding is no longer available.

Senior Planner McGuire Brigl stated the City would no longer be eligible to apply for Met Council grants. She added the $1 million Riverwalk grant is still in process, and City Staff would work with the Met Council over the next few weeks to determine repercussions for existing funding and potential repayment of funds.

Councilmember Howell stated she agrees with Acting Mayor Riley, and she supports the development if it is a good fit for the community. She added the City should not be inhibited by the Metropolitan Council. She asked whether there would be an option to push this out further so it would not interfere with Riverwalk Village.

Senior Planner McGuire Brigl stated staff would be open to that, but she is unsure whether the applicant would be willing based on their expedited applications.

Councilmember Woestehoff stated the COR is zoned as COR. He asked whether the Met Council considers areas based on residential density as part of that equation.

Senior Planner McGuire Brigl stated that has been the subject of review by City Staff. She added development that is already built counts toward residential density. She noted, if it is vacant and guided COR, the City gets ¼ rate for density, as it could technically be developed as retail, commercial office or residential. She agreed to look into it further.

Councilmember Musgrove asked what costs the developer would incur with regard to potential City impacts related to a potential zoning change.

Senior Planner McGuire Brigl stated, under alternatives 1 or 2, there would be no costs incurred by the developer. She added, under alternative 3, the developer would be required to redraw their

plans to meet minimum density requirements. She noted, based on the Planning Commission's discussion, they will be required to do that anyway.

Councilmember Woestehoff stated there is an issue of access, as the development plans include a long cul-de-sac with only one access point. He asked whether there is an area of opportunity somewhere else in the City that could make up the 28 acres, or whether it needs to be contiguous.

Senior Planner McGuire Brigl stated City Staff believes there are opportunities for development that would add up to 28 acres but did not spend extensive time reviewing vacant parcels. She added it would be an easy switch for the Comprehensive Plan if the land is owned by the City, but potentially more difficult if it is privately owned. She noted it is a possibility, and City Staff can look into it further.

Councilmember Woestehoff stated he would not be in favor of approval or denial at this point. He added he would support having the City Council review this issue further, and table this issue to another meeting to receive more information and data.

Acting Mayor Riley asked whether that will work for the applicant.

Senior Planner McGuire Brigl stated the City has 120 days to respond to any application, so there is time to do due diligence. She added this is a big project and the developer has other issues to work through.

Acting Mayor Riley stated he does not support changing the top portion of the development that is already zoned residential.

Senior Planner McGuire Brigl stated City Staff will move forward with alternative 2, a potential Comprehensive Plan amendment, but also research alternative sites to re-guide at that acreage. She added City Staff will bring this issue back to the City Council for further review at their next meeting.

Councilmember Musgrove stated she would support having a definite time frame, hopefully 2 weeks. She added she supports medium density but would like to learn more about impacts.

Senior Planner McGuire Brigl thanked the City Council for their feedback and comments. She added, to recap, the applicant has requested to re-zone the property, but there is a general consensus of the City Council not to rezone to 65-foot-wide lots adjacent to existing residential property.

7.02: Authorization to Purchase Maintenance Equipment for the New Public Works Facility

Public Works Superintendent Grant Riemer reviewed the proposed purchase of maintenance equipment for the new Public Works shop. He added the items proposed for purchase are a sweeper/scrubber for maintenance and shop areas ($62,600); and a forklift for lifting storage to a 600-foot-long mezzanine storage area ($15,000-17,000).

Councilmember Howell asked whether a used sweeper/scrubber could be purchased, which could result in significant savings. Public Works Superintendent Riemer stated City Staff have not looked into that option, but it is a possibility. He added it is a complicated piece of equipment, and he would be wary of purchasing a used item.

Councilmember Heineman asked how many square feet need to be covered, and whether there are sweepers that can be pushed. Public Works Superintendent Riemer stated the main maintenance area is approximately 60,000 square feet, with 35,000 square feet in 4 maintenance shops and a storage area, and the sweeper will also be used for the Fire and Police parking garage. He added it would be a lot of walking, and seated equipment would be preferable.

Acting Mayor Riley stated the City would end up paying higher wages due to the extra time it would take to have employees push the equipment.

Acting Mayor Riley stated approval could include "not to exceed" for the highest acceptable cost, and the stipulation that used equipment should be considered first.

Councilmember Howell stated she would be reluctant to use the term "not to exceed" for the total cost, since it is difficult to estimate the equipment cost at this point. She added some leeway could be given, but still attempt to bring the cost down.

Public Works Superintendent Riemer stated he has not done any research on the availability of used equipment. He asked whether final approval from the City Council would be required before a purchase could be made.

Councilmember Heineman stated an immediate purchase could be authorized if City Staff are able to find a used sweeper for $40,000 or bring purchase information back to the City Council for review. He added, if a used unit cannot be found, the City Council can consider authorization of the full $62,000. He noted the forklift cost seems reasonable.

Public Works Superintendent Riemer stated City Staff will see whether there is anything available for $40,000 as a starting point.

Councilmember Howell requested the amount be increased to $43,000, based on her research.

Motion by Councilmember Howell, seconded by Councilmember Musgrove, to approve the purchase of a used Tenant M-24 floor sweeper or equivalent up to $43,000 and not to exceed that amount, and purchase of a used forklift not to exceed $17,000, contingent on current used market prices.

Further discussion: Acting Mayor Riley stated City Staff should use their discretion if they find a better forklift for $19,000. Councilmember Heineman stated City Staff should inform the City Council if they are unable to find a used unit.

Motion carried. Voting Yes: Acting Mayor Riley, Councilmembers Howell, Musgrove, Heineman, Specht, and Woestehoff. Voting No: None. Absent: Mayor Kuzma.

8. MAYOR, COUNCIL AND STAFF INPUT

City Administrator Ulrich stated Game First begins August 13, 2021, and continues the following weekend, with over 280 vendors from across the country and 40,000 attendees. He added the Lions are sponsoring parking at Loral I. Armstrong Delaney Central Park.

City Administrator Ulrich stated a Community Open House is scheduled for Saturday, October 16, 2021, to dedicate the new Public Works facility which is nearing completion.

City Administrator Ulrich stated the Draw Concert Series will continue on Thursday August 12, 2021 at 6:30 p.m. with Rumble Seat, a John Mellencamp tribute band.

City Administrator Ulrich stated Happy Days is scheduled to begin Friday, September 10, and there are still openings for vendors and parade participants. He added interested residents should contact City Staff.

City Administrator Ulrich stated the City Council Work Session, held earlier this evening, will continue immediately following this meeting in the Lake Itasca Room.

Councilmember Musgrove thanked the Police and Fire Departments for their support in hosting neighborhood Night To Unite events on Tuesday, August 10, 2021. She added it was fun visiting the neighborhoods and getting comments and feedback from residents.

9. ADJOURNMENT

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

Motion carried.

The regular meeting of the City Council adjourned at 7:48 p.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Katie M. Schmidt
Deputy City Clerk

Drafted by Mary Mullen
TimeSaver Off Site Secretarial, Inc.

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

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

The Ramsey City Council conducted a Work Session on Tuesday, August 10, 2021, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Acting Mayor Chris Riley
Councilmember Ryan Heineman
Councilmember Chelsea Howell
Councilmember Debra Musgrove
Councilmember Dan Specht
Councilmember Matt Woestehoff

Members Absent: Mayor Mark Kuzma

Also Present: City Administrator Kurtis Ulrich
Police Chief Jeff Katers
Administrative Services Director Colleen Lasher

1. CALL TO ORDER

Acting Mayor Riley reconvened the Work Session of the City Council to order at 8:05 p.m.

The City Council went into closed session at 8:06 p.m.

2. COUNCIL BUSINESS

2.06: Discussion Regarding Union Contract Negotiations for AFSCE, LELS-Patrol, LELS-Sergeants & LELS-Captains (Portions of this Discussion Closed to the Public)

Administrative Services Director Lasher explained that the purpose of the case is for the Council to discuss union contract negotiations for AFSCME, LELS-Patrol, LELS-Sergeants, and LELS-Captains.

Motion by Councilmember Heineman, seconded by Councilmember Musgrove, to adjourn the Closed Session.

Motion carried.

The Closed Session was adjourned at 8:54 p.m.

The meeting reconvened to Open Session at 8:54 p.m.

3. TOPICS FOR FUTURE DISCUSSION

3.01: Review Future Topics/ Calendar

Councilmember Musgrove commented they have had past discussions on minutes, based on the information she would like to see if council has an appetite for any changes with that. Also, potentially having additional meetings after regular sessions to minimize extra meeting dates.

Councilmember Riley commented he would like those meetings scheduled ahead of time.

4. MAYOR / COUNCIL / STAFF INPUT

Councilmember Musgrove commented that she does not like getting extra email notifications about meetings and agendas being posted. She is unsure how much staff time is involved.

Administrative Services Director explained there are a few ways to receive notifications, some are meeting invites and others are options that were selected through the City's website. To receive less notifications, the individual would need to go on the City's website and unselect the items they no longer want to be notified about.

Councilmember Musgrove mentioned a Park and Rec email reminder. She was referencing staff reminders, not the automatic ones.

Administrative Services Director Lasher requested that Councilmember Musgrove send her an example so she can drill down and see where the notification is coming from.

Acting Mayor Riley commented we lost our minute taker, and asked if that was a fact.

Administrator Services Director Lasher responded yes, Amanda remains employed with TOSS and continues to do minutes for our boards and commissions but not our city council meetings or work sessions. We now have Mary with TOSS taking our minutes.

Councilmember Specht asked when councilmembers send staff questions, are the responses usually sent to everyone, or does it depend on the question.

City Administrator Ulrich explained if it is a general question on general knowledge that would benefit everyone, then it's sent out to everyone.

Councilmember Specht commented it seems like there is not enough time to get through everything or get to the budget. He suggested more work sessions.

City Administrator Ulrich responded that we need to start narrowing in on the budget more. It will be discussed on August 24th and if needed another meeting could be scheduled before the end of September.

Councilmember Howell suggested having the normal work session meeting from 5:30-7:00 pm and then meeting again after the regular session.

Acting Mayor Riley suggested the 1st and 5th Tuesday of the month as a potential additional meeting date.

Councilmember Howell asked if meeting after the next regular meeting is an option.

Councilmember Specht suggested having an agreed upon end time of maybe 10:00 or 10:30pm, unless there was consensus to go later. He would not want it to go until 2:00 am.

Acting Mayor Riley commented that he wants to be respective of staff time.

City Administrator Ulrich commented we could schedule the budget at the end and continue discussions after the next regular meeting.

3. ADJOURNMENT

The Work Session was adjourned at 8:59 p.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Colleen Lasher
Administrative Services Director

Drafted by Katie Schmidt

CC Regular Session **5. 5.**

Meeting Date: 08/24/2021

By: Wendy Schlueter, Community Development

Information

Title

Approve Business Licenses

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 applications contingent upon completion of background checks.

Action:

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

Attachments

Bus Lic Applications

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	08/19/2021 10:41 AM
Kurt Ulrich	Kurt Ulrich	08/19/2021 02:36 PM
Form Started By: Wendy Schlueter		Started On: 08/18/2021 11:28 AM
Final Approval Date: 08/19/2021		

Report Name: License Report - License Types
Council Dates: 8/24/2021 to 8/24/2021
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

Company	Applicant	Location	Complex	Exp. Date	Council Date	Status
Special Events						
Soderholm & Associates, Inc./Water Control Corp.		7150 143rd Ave NW	Soderholm & Assoc	9/2/2021	8/24/2021	A
					Special Events License Count:	**1**
Temporary Intoxicating						
Adrenaline Sports Center		8310 147th La NW	Adrenaline Sports C	9/25/2021	8/24/2021	A
Omni Brewing Co	Tommie Hollingsworth	7150 143rd Ave NW	Soderholm & Assoc	9/2/2021	8/24/2021	A
					Temporary Intoxicating License Count:	**2**
Tobacco						
Ramsey Market, Inc.	Aladdin Qutob	14911 Ramsey Blvd NW		12/31/2021	8/24/2021	A
					Tobacco License Count:	**1**
Transient Merchant/Peddler/Solicitor						
Walsh, Shawn	Shawn MP Walsh	8241 161st Ave NW		12/31/2021	8/24/2021	A
Hoppe, Travis	Travis Celestine Hoppe	8241 161st Ave NW		12/31/2021	8/24/2021	A
					Transient Merchant/Peddler/Solicitor License Count:	**2**
					Total Licenses:	**6**

CC Regular Session **5. 6.**

Meeting Date: 08/24/2021

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
Kurt Ulrich	Kurt Ulrich	08/19/2021 02:22 PM
Form Started By: JoAnn Shaw		Started On: 08/11/2021 11:58 AM
Final Approval Date: 08/19/2021		

Report Name: License Report - License Types
Council Dates: 8/24/2021 to 8/24/2021
Status: Active, Inactive
License Type(s): Rental

City of Ramsey
License Report - License Types

Printed: 8/18/2021

Company	Applicant	Location	Complex	Exp. Date	Council Date	Status
Rental						
HPA US1, LLC		14350 Tungsten St NW		9/11/2024	8/24/2021	A

Rental License Count: 1

Total Licenses: 1

CC Regular Session **5. 7.**

Meeting Date: 08/24/2021

By: Jeff Katers, Police

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:

11 Panasonic Toughbooks Model numbers:

CF-53JCLAF1M (3), CF-53SULAY1M (3), CF-53JALZY1M, CF-53SULPLLM, CF-53SULAY1M, CF-53SULAF1M, CF-53SSLZYLM

All hard drives have been wiped per IT policies.

Funding Source:

N/A

Recommendation:

Staff recommends Council declare the above named items 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
Kurt Ulrich	Kurt Ulrich	08/18/2021 05:19 PM
Form Started By: Jeff Katers		Started On: 08/18/2021 04:19 PM
Final Approval Date: 08/18/2021		

CC Regular Session **5. 8.**

Meeting Date: 08/24/2021

By: Jackie Lipski, Finance

Information

Title

Adopt Resolution # 21-249 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of August 5, 2021 through August 18, 2021

Purpose/Background:

Adopt Resolution # 21-249 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of August 5, 2021 through August 18, 2021

Recommendation:

Staff Recommends to Adopt Resolution # 21-249 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of August 5, 2021 through August 18, 2021.

Action:

Motion to Adopt Resolution # 21-249 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of August 5, 2021 through August 18, 2021.

Attachments

Bills List 8/24/2021

Resolution 8/24/2021

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	08/18/2021 02:34 PM
Kurt Ulrich	Kurt Ulrich	08/18/2021 05:16 PM
Form Started By: Jackie Lipski		Started On: 08/18/2021 02:19 PM
Final Approval Date: 08/18/2021		

CITY OF RAMSEY - FINANCE OFFICE Printed 8/18/2021

RAMSEY CITY COUNCIL MEETING

8/24/2021

BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Purchase Journal:	
Prepaids 8/5/2021-8/18/2021	757,617.36
Accounts Payable 8/5/2021-8/18/2021	648,634.53
Payroll 8/6/2021	196,063.02
Debt Service	68,407.50
Pay Estimates- Projects	2,352,618.93

TOTAL SUBMITTED FOR APPROVAL THIS MEETING
(Invoices Available for Reviewal) **$ 4,023,341.34**

DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:	APPROVED PREV. MTG	2021 Y.T.D.
NET PAYROLL TOTAL	$ 219,221.15	$ 3,004,032.57
- CORRECTION TO PAYROLL		
PREPAIDS	388,662.61	6,870,812.50
- PREPAID ADJUSTMENTS		
WIRE TRANSFERS FOR DEBT SERVICE		344,048.14
- CORRECTION TO D.S.		
ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
- BILLS LIST SUBMITTED	277,811.86	4,519,167.29
ADD (DELETE) BILLS LIST SUBMITTED PAY ESTIMATE(S)		9,672,304.70
- CHECKS VOIDED	0.00	0.00
TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED	**$ 885,695.62**	**$ 24,410,365.20**

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
113099	8/5/2021		117732 AFFINITY AT RAMSEY LLC						
		76,366.72	TIF 3RD PAYMENT PRIN		108315	080421	9214.6433		REFUNDS
		14,839.94	TIF 3RD PAYMENT INT		108315	080421	9214.6433		REFUNDS
		91,206.66							
113100	8/5/2021		115203 ALL AMERICAN TITLE CO INC						
		43.81	UB REF 7201 151ST LN NW		108316	072921	9601.4651		WATER REVENUE
		43.81							
113101	8/5/2021		118761 ANDERSON, MICHAEL OR COURTNEY						
		298.74	UB REF 6440 153RD WAY NW		108317	072921	9601.4651		WATER REVENUE
		298.74							
113102	8/5/2021		115243 ARDEN TITLE LLC						
		316.81	UB REF 15571 YAKIMA CT NW		108318	072921	9601.4651		WATER REVENUE
		316.81							
113103	8/5/2021		115553 ATTORNEYS TITLE GROUP LLC						
		58.87	UB REF 7217 154TH LN NW		108319	072921	9601.4651		WATER REVENUE
		58.87							
113104	8/5/2021		118746 AUTHORITY TITLE CO						
		46.07	UB REF 5414 151ST AVE NW		108320	072921	9601.4651		WATER REVENUE
		46.07							
113105	8/5/2021		117080 BLIP II LLC						
		18,576.77	TIF 5TH PAYMENT PRIN		108321	080421	9216.6433		REFUNDS
		4,322.18	TIF 5TH PAYMENT INT		108321	080421	9216.6433		REFUNDS
		22,898.95							
113106	8/5/2021		118755 BOLIN, WARREN						
		206.57	UB REF 13931 IRONSTONE TER NW		108322	072921	9601.4651		WATER REVENUE
		206.57							
113107	8/5/2021		117923 BURNET TITLE						
		400.93	UB REF 15250 GERMANIUM ST NW		108323	072921	9601.4651		WATER REVENUE
		400.93							
113108	8/5/2021		117923 BURNET TITLE						
		206.57	UB REF 15523 SODIUM WAY NW		108324	072921A	9601.4651		WATER REVENUE
		206.57							
113109	8/5/2021		118752 CARDINAL, KALLIE						
		101.12	UB REF 14151 KRYPTON ST NW		108326	072921	9601.4651		WATER REVENUE
		101.12							
113110	8/5/2021		118747 CARLSON CREATIVE GROUP						
		36.85	UB REF 15830 HEDGEHOG ST NW		108325	072921	9601.4651		WATER REVENUE
		36.85							
113111	8/5/2021		111912 CHOREWYCZ, ALEXANDER OR JESSICA						
		400.97	UB REF 16026 IODINE ST NW		108327	072921	9601.4651		WATER REVENUE
		400.97							
113112	8/5/2021		118611 DELTA MOD TECH						
		1,357.28	TIF 1ST PAYMENT		108328	080421	9217.6433		REFUNDS

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
113112	8/5/2021		118611 DELTA MOD TECH						Continued.
		1,357.28							
113113	8/5/2021		100870 EDINA REALTY TITLE						
		184.67	UB REF 14135 ARGON ST NW		108329	072921	9601.4651		WATER REVENUE
		184.67							
113114	8/5/2021		118759 GABRIEL, RICHARD OR KAREN						
		387.30	UB REF 15339 RADIUM WAY NW		108331	072921	9601.4651		WATER REVENUE
		387.30							
113115	8/5/2021		118762 HEIDELBERGER, DALE OR ERICA						
		291.85	UB REF 16194 LITHIUM CT NW		108333	072921	9601.4651		WATER REVENUE
		291.85							
113116	8/5/2021		118756 ISAACSON, JEFFREY OR NICHOLE						
		195.55	UB REF 15271 URANIUM ST NW		108335	072921	9601.4651		WATER REVENUE
		195.55							
113117	8/5/2021		118765 JOHNSON, STEPHEN						
		408.37	UB REF 7187 167TH TERRACE NW		108336	072921	9601.4651		WATER REVENUE
		408.37							
113118	8/5/2021		118764 JOHNSON,ZACKERY						
		207.55	UB REF 5178 147TH LANE NW		108337	072921	9601.4651		WATER REVENUE
		207.55							
113119	8/5/2021		118760 JORGENSEN, ALAN OR CATHLEEN						
		356.42	UB REF 15227 GERMANIUM CIR NW		108338	072921	9601.4651		WATER REVENUE
		356.42							
113120	8/5/2021		118751 JUTILA, TIMOTHY OR PAMELA						
		43.81	UB REF 7020 160TH LANE NW		108339	072921	9601.4651		WATER REVENUE
		43.81							
113121	8/5/2021		118763 KALMES, RYAN						
		220.44	UB REF 5842 158TH AVE NW		108340	072921	9601.4651		WATER REVENUE
		220.44							
113122	8/5/2021		118748 KNIGHT BARRY TITLE UNITED LLC						
		188.71	UB REF 7501 161ST AVE NW		108341	072921	9601.4651		WATER REVENUE
		188.71							
113123	8/5/2021		115705 LANIGAN, JENNIFER OR JAMES						
		237.11	UB REF 14879 WACO ST NW		108342	072921	9601.4651		WATER REVENUE
		237.11							
113124	8/5/2021		117358 LEGACY TITLE						
		433.21	UB REF 6077 146TH LN NW		108343	072921	9601.4651		WATER REVENUE
		433.21							
113125	8/5/2021		117618 LEGACY TITLE						
		189.27	UB REF 5640 154TH CURVE NW		108344	072921	9601.4651		WATER REVENUE
		189.27							
113126	8/5/2021		115328 LENNAR						

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
113126	8/5/2021		115328 LENNAR						Continued.
		65.97	UB REF 15881 PERIDOT ST NW		108345	072921	9601.4651		WATER REVENUE
		65.97							
113127	8/5/2021		115826 LIFE FITNESS						
		29,994.67	TIF 9TH PAYMENT PRIN		108346	080521	9215.6433		REFUNDS
		1,625.05	TIF 9TH PAYMENT INT		108346	080521	9215.6433		REFUNDS
		31,619.72							
113128	8/5/2021		118753 MATZKE, JOE OR HELEN						
		59.00	UB REF 6972 139TH AVE NW		108348	072921	9601.4651		WATER REVENUE
		59.00							
113129	8/5/2021		118758 MCVAUGH, WILLIAM OR SARAH						
		171.33	UB REF 5890 147TH LANE NW		108347	072921	9601.4651		WATER REVENUE
		171.33							
113130	8/5/2021		117114 PARK VIEW EAST-MINNEAPOLIS LLC						
		90,007.60	TIF 7TH PAYMENT PRIN		108349	080421	9214.6433		REFUNDS
		3,302.10	TIF 7TH PAYMENT INT		108349	080421	9214.6433		REFUNDS
		93,309.70							
113131	8/5/2021		115743 PILLAR TITLE SERVICES						
		42.53	UB REF 16936 SODIUM ST NW		108350	072921	9601.4651		WATER REVENUE
		42.53							
113132	8/5/2021		116798 PREFERRED TITLE						
		189.27	UB REF 5587 154TH LN NW		108351	072921	9601.4651		WATER REVENUE
		189.27							
113133	8/5/2021		118008 REALTECH TITLE LLC						
		244.39	UB REF 14601 IODINE CT NW		108352	072921	9601.4651		WATER REVENUE
		244.39							
113134	8/5/2021		118008 REALTECH TITLE LLC						
		213.63	UB REF 15250 SODIUM ST NW		108353	072921A	9601.4651		WATER REVENUE
		213.63							
113135	8/5/2021		118008 REALTECH TITLE LLC						
		189.27	UB REF 5581 154TH LANE NW		108354	072921B	9601.4651		WATER REVENUE
		189.27							
113136	8/5/2021		114811 RESIDENCE AT THE COR APARTMENTS LLC						
		102,839.81	TIF 13TH PAYMENT PRIN		108355	080421	9214.6433		REFUNDS
		71,032.07	TIF 13TH PAYMENT INT		108355	080421	9214.6433		REFUNDS
		173,871.88							
113137	8/5/2021		117038 RESULTS TITLE						
		420.49	UB REF 14835 PERIDOT ST NW		108356	072921	9601.4651		WATER REVENUE
		420.49							
113138	8/5/2021		118754 RODGER, MEGAN						
		58.57	UB REF 13916 GARNET TER NW		108357	072921	9601.4651		WATER REVENUE
		58.57							
113139	8/5/2021		118477 SCHMIDT, MIKE						

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113139	8/5/2021		118477 SCHMIDT, MIKE						Continued.
		1,700.00	DRAW CONCERT 8/5/2021		108358	080521	9270.6315		MISCELLANEOUS PROFE
		1,700.00							
113140	8/5/2021		118750 SEIBERT, JOHN OR JULIE						
		40.25	UB REF 16271 ROYAL ROAD NW		108359	072921	9601.4651		WATER REVENUE
		40.25							
113141	8/5/2021		118766 SPAUFFACHER, BONNIE OR DALE						
		407.81	UB REF 5539 154TH TER NW		108360	072921	9601.4651		WATER REVENUE
		407.81							
113142	8/5/2021		111688 STEWART TITLE OF MN						
		375.86	UB REF 16861 MARBLE ST NW		108361	072921	9601.4651		WATER REVENUE
		375.86							
113143	8/5/2021		113038 THE TITLE GROUP						
		183.05	UB REF 14505 WACO ST NW		108364	072921A	9601.4651		WATER REVENUE
		183.05							
113144	8/5/2021		113038 THE TITLE GROUP						
		14.70	UB REF 14156 COBALT CIR NW		108365	072921B	9601.4651		WATER REVENUE
		14.70							
113145	8/5/2021		113038 THE TITLE GROUP						
		230.05	UB REF 16796 OLIVINE ST NW		108366	072921C	9601.4651		WATER REVENUE
		230.05							
113146	8/5/2021		113038 THE TITLE GROUP						
		470.97	UB REF 15440 XKIMO ST NW		108367	072921D	9601.4651		WATER REVENUE
		470.97							
113147	8/5/2021		117096 TITLE SMART						
		223.04	UB REF 15780 LITHIUM ST NW		108362	072921	9601.4651		WATER REVENUE
		223.04							
113148	8/5/2021		117096 TITLE SMART						
		131.22	UB REF 6621 153RD CT NW		108363	072921A	9601.4651		WATER REVENUE
		131.22							
113149	8/5/2021		113539 WINSUPPLY TWIN CITIES MN CO.						
		4.83	PVC CAP		108368	140477 01	0452.6249		MISCELLANEOUS OPER/
		.10-	DISCOUNT		108368	140477 01	0452.6249		MISCELLANEOUS OPER/
		4.73							
113150	8/5/2021		118757 ZABEL, JEFFREY OR MARY						
		187.52	UB REF 14300 TUNGSTEN ST NW		108373	072921	9601.4651		WATER REVENUE
		187.52							
113151	8/5/2021		118749 ZILLOW CLOSING SERVICES LLC						
		93.92	UB REF 14565 OLIVINE WAY NW		108374	072921	9601.4651		WATER REVENUE
		93.92							
113193	8/12/2021		100012 ACE SOLID WASTE INC						
		37,324.44	AUGUST RECYCLING		108491	7068359	9604.6489		OTHER CONTRACTED SI
		216.98	AUGUST REFUSE/RECYCLE		108492	7068368	0311.6374		REFUSE/RECYCLING

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113193	8/12/2021		100012 ACE SOLID WASTE INC						Continued
		493.02	AUGUST REFUSE/RECYCLE		108492	7068368	0452.6374		REFUSE/RECYCLING
		254.32	AUGUST REFUSE/RECYCLE		108492	7068368	0194.6374		REFUSE/RECYCLING
		72.33	AUGUST REFUSE/RECYCLE		108492	7068368	9601.6374		REFUSE/RECYCLING
		72.33	AUGUST REFUSE/RECYCLE		108492	7068368	9602.6374		REFUSE/RECYCLING
		420.14	AUGUST REFUSE/RECYCLE		108492	7068368	9604.6249		MISCELLANEOUS OPER/
		72.32	AUGUST REFUSE/RECYCLE		108492	7068368	9605.6374		REFUSE/RECYCLING
		118.93	AUG TRASH PICKUP		108493	7075079	0220.6374		REFUSE/RECYCLING
		39,044.81							
113194	8/12/2021		117584 ACE SOLID WASTE- RAMSEY						
		109.93	REF ESC BAL 116117		108496	116117	9804.6433	00116117	REFUNDS
		3,614.67	REF ESC BAL 116829		108497	116829	9804.6433	00116829	REFUNDS
		3,724.60							
113195	8/12/2021		100297 CENTERPOINT ENERGY						
		86.56	PW MISC ACCTS		108498	8000014064-2 JUNE 21	0311.6373		GAS
		98.54	PW MISC ACCTS		108498	8000014064-2 JUNE 21	0452.6373		GAS
		28.85	PW MISC ACCTS		108498	8000014064-2 JUNE 21	9601.6373		GAS
		28.85	PW MISC ACCTS		108498	8000014064-2 JUNE 21	9602.6373		GAS
		28.85	PW MISC ACCTS		108498	8000014064-2 JUNE 21	9605.6373		GAS
		271.65							
113196	8/12/2021		100111 COMMERCIAL ASPHALT COMPANY						
		54.34-	EARLY PMT DISCOUNT		108489	210731	0311.6265		ASPHALT
		2,282.75	ROAD REPAIRS		108489	210731	0311.6265		ASPHALT
		691.08	PATCHING TRAILS/PARKING LOTS		108489	210731	0452.6265		ASPHALT
		2,919.49							
113197	8/12/2021		100116 CONNEXUS ENERGY						
		25,321.46	WTR TWR/LIFT STAT/WELLS		108500	759126-303102 JULY 21	9601.6371		ELECTRIC UTILITIES
		1,176.63	WTR TWR/LIFT STAT/WELLS		108500	759126-303102 JULY 21	9602.6371		ELECTRIC UTILITIES
		1,292.99	MISC CITY ACCTS		108501	759126-303107 JULY 2021	0220.6371		ELECTRIC UTILITIES
		13,236.89	MISC CITY ACCTS		108501	759126-303107 JULY 2021	0194.6371		ELECTRIC UTILITIES
		336.33	MISC CITY ACCTS		108501	759126-303107 JULY 2021	0194.6371		ELECTRIC UTILITIES
		75.65	MISC CITY ACCTS		108501	759126-303107 JULY 2021	9230.6249		MISCELLANEOUS OPER/
		3,268.31	MISC CITY ACCTS		108501	759126-303107 JULY 2021	9240.6371		ELECTRIC UTILITIES
		28.94	MISC CITY ACCTS		108501	759126-303107 JULY 2021	9410.6371	00041018	ELECTRIC UTILITIES
		635.30	MISC CITY ACCTS		108501	759126-303107 JULY 2021	9410.6371	00041012	ELECTRIC UTILITIES
		10,352.70	STREET LIGHTS		108502	759126-303101 JULY 21	9603.6371		ELECTRIC UTILITIES
		85.00	SIRENS		108503	759126-303095	0250.6371		ELECTRIC UTILITIES

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113197	8/12/2021		100116 CONNEXUS ENERGY						Continued
						JULY 21			
		997.73	TRAFFIC SIGNALS		108504	759126-303100 JULY 21	0260.6371		ELECTRIC UTILITIES
		928.59	PW MISC ACCTS		108505	759126-303106 JULY 21	0311.6371		ELECTRIC UTILITIES
		2,885.33	PW MISC ACCTS		108505	759126-303106 JULY 21	0452.6371		ELECTRIC UTILITIES
		309.53	PW MISC ACCTS		108505	759126-303106 JULY 21	9601.6371		ELECTRIC UTILITIES
		309.53	PW MISC ACCTS		108505	759126-303106 JULY 21	9602.6371		ELECTRIC UTILITIES
		309.52	PW MISC ACCTS		108505	759126-303106 JULY 21	9605.6371		ELECTRIC UTILITIES
		61,550.43							
113198	8/12/2021		113711 FOSTER TRUCKING AND EXCAVATING						
		650.00	HAULING OF LANDSCAPE MATERIAL		108490	5225	9438.6489		OTHER CONTRACTED SI
		650.00							
113199	8/12/2021		100960 GAMEC, THOMAS						
		100.00	REIMB GOLF TOURNEY FEE		108506	080321	9230.6249		MISCELLANEOUS OPER/
		100.00							
113200	8/12/2021		113092 INDEPENDENT AUTO SERVICE INC						
		795.77	REPAIR AIR COND 2015 GMC #411		108494	26917	0301.6257		OTHER VEHICLE PARTS
		795.77							
113201	8/12/2021		100276 MCFOA						
		40.00	CERTIFICATE KATIE SCHMIDT		108513	081221	0130.6335		TRAINING
		40.00							
113202	8/12/2021		111525 OFFICE OF THE SECRETARY OF STATE						
		120.00	NOTARY RENEWAL K. SCHMIDT		108509	080421	0130.6451		MEMBERSHIP DUES
		120.00							
113203	8/12/2021		117595 QUADIENT LEASING USA INC						
		474.36	LEASE JULY-OCT 21 METER		108511	N8962267	0130.6405		OFFICE & DATA PROCES
		474.36							
113204	8/12/2021		118473 VIDAL, TERRENCE						
		1,530.00	DRAW CONCERT 8/12/21		108512	081221	9270.6315		MISCELLANEOUS PROFE
		1,530.00							
1002805	8/6/2021		116848 BAYCOM INC						
		769.00-	LAPTOP DOCK RETURNED		108405	RTN000000000012 46	0211.6281		SMALL TOOLS & MINOR I
		7,777.00	NEW SQUAD LAPTOP DOCKS		108406	EQUIPINV..03137 4	0211.6281		SMALL TOOLS & MINOR I
		1,476.00	NEW SQUAD LAPTOP DOCKS		108407	EQUIPINV_030858	0211.6281		SMALL TOOLS & MINOR I
		483.00-	3 SQUAD ANTENNA RETURN		108409	RTN000000000012 72	0211.6281		SMALL TOOLS & MINOR I
		8,001.00							
1002806	8/6/2021		117439 ENGLAND, JORDAN						
		9.71	REIMB TRAINING MEAL		108330	073021	0211.6331		TRAVEL & LODGING

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1002806	8/6/2021		117439 ENGLAND, JORDAN						Continued.
		9.71							
1002807	8/6/2021		115643 GARDNER, CORY						
		15.00	REIMB TRAINING MEAL		108332	072621	0211.6331		TRAVEL & LODGING
		15.00							
1002808	8/6/2021		114068 IDEAL SERVICE INC						
		235.00	IRRIGATION REPAIR 5/11/21-DRAW		108334	11172	0452.6382		MACHINERY & EQUIPMEI
		235.00							
1002809	8/6/2021		111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC						
		22.95	7650 SUNWOOD DR NW		108369	150-1681-4280 JUNE 21	9240.6315		MISCELLANEOUS PROFE
		27.95	6701 HWY 10- YOUTH FIRST		108370	150-1687-1105 SEPT 21	9410.6315	00041012	MISCELLANEOUS PROFE
		27.95	5650 ALPINE DR- FIRE STATION		108371	150-1691-2206 AUG 21	0220.6489		OTHER CONTRACTED SI
		35.90	7550 SUNWOOD DR NW		108372	150-16963-4968 AUG 21	0194.6489		OTHER CONTRACTED SI
		27.95	JUN C/H FIRE MONITORING		108404	150-1681-6340 JULY 21	0194.6489		OTHER CONTRACTED SI
		27.95	SEPT MONITORING PD		108408	150-1682-6501 SEPT 21	0211.6489		OTHER CONTRACTED SI
		170.65							
1002853	8/13/2021		100647 BOLTON AND MENK INC						
		443.00	RAM/TROTT NO PUBLIC UTILITY		108499	0272384	9400.6315		MISCELLANEOUS PROFE
		443.00	RAM/TROTT NO PUBLIC UTILITY		108499	0272384	9601.6315		MISCELLANEOUS PROFE
		443.00	RAM/TROTT NO PUBLIC UTILITY		108499	0272384	9602.6315		MISCELLANEOUS PROFE
		1,330.00	RAM/TROTT NO PUBLIC UTILITY		108499	0272384	9804.6315	00117442	MISCELLANEOUS PROFE
		1,330.00	RAM/TROTT NO PUBLIC UTILITY		108499	0272384	9804.6315	00117447	MISCELLANEOUS PROFE
		3,989.00							
1002854	8/13/2021		116845 CADY BUSINESS TECHNOLOGIES INC						
		39.00	REMOTE MEETING AUG SUBSCPTN		108495	IN-80010728630	0192.6405		OFFICE & DATA PROCES
		39.00							
1002855	8/13/2021		112624 NELSON, CINDY						
		40.74	C KUBAT- GOING AWAY GATHERING		108507	081121	0130.6249		MISCELLANEOUS OPER/
		40.74							
1002856	8/13/2021		115071 NORTHLAND OCCUPATIONAL HEALTH						
		50.00	PRE EMPLOY DRUG SCREEN		108508	11377	0130.6306		PERSONNEL TESTING &
		50.00							
1002857	8/13/2021		100485 TIMESAVER OFF SITE SECRETARIAL INC						
		745.38	MAY AND JULY 2021 MTGS		108510	M26585	0130.6315		MISCELLANEOUS PROFE
		745.38							
1002858	8/13/2021		105706 TINKLENBERG GROUP INC						
		3,500.00	JULY 2021 PAYMENT (2 OF 6)		108488	2137	9400.6315		MISCELLANEOUS PROFE
		3,500.00							
90615263	8/6/2021		100398 PUBLIC EMPLOYEES RETIREMENT ASSN						
		24,741.63			108419	080521831364	9101.2174		PERA-EMPLOYEE

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90615263	8/6/2021		100398 PUBLIC EMPLOYEES RETIREMENT ASSN						Continued
		33,296.25			108420	080521831365	9101.2183		PERA-EMPLOYER
		58,037.88							
94902417	8/6/2021		101306 IRS						
		26,264.39			108422	080521831367	9101.2171		FEDERAL WITHHOLDING
		15,390.79			108423	080521831368	9101.2173		FICA & MEDICARE-EMPL
		15,390.79			108424	080521831369	9101.2182		FICA & MEDICARE-EMPL
		57,045.97							
96108832	8/6/2021		100601 MN DEPT OF REV WH						
		12,641.99			108421	080521831366	9101.2172		STATE WITHHOLDING
		12,641.99							
97080621	8/6/2021		118579 ND CHILD SUPPORT DIVISION						
		287.08			108416	0805218313615	9101.2185		GARNISHMENTS/SUPPO
		287.08							
98080621	8/6/2021		115568 ALERUS FINANCIAL NA						
		4,559.38			108415	0805218313614	9101.2176		LIFE/HEALTH-EMPLOYEE
		4,559.38							
99080621	8/6/2021		107962 TOTAL ADMINISTRATIVE SERVICE CORP						
		1,691.11			108411	0805218313610	9101.2176		LIFE/HEALTH-EMPLOYEE
		1,691.11							
99081221	8/12/2021		100629 MN DEPT OF REV SALES TX						
		151.21	July Sales/Use Tax		108441	073121	9101.4305		RENTAL FEES
		4.65	July Sales/Use Tax		108441	073121	9101.4328		ACCIDENT REPORTS
		1.43	July Sales/Use Tax		108441	073121	9101.4308		SALES OF MAPS & PUBL
		.13	July Sales/Use Tax		108441	073121	9101.4609		OTHER MISCELLANEOUS
		505.01	July Sales/Use Tax		108441	073121	9601.2082		SALES/USE TAX PAYABLE
		25,132.08	July Sales/Use Tax		108441	073121	9601.2082		SALES/USE TAX PAYABLE
		931.49	July Sales/Use Tax		108441	073121	9601.2085		ANOKA COUNTY TRANSI
		26,726.00							
99081321	8/13/2021		100219 HOME DEPOT COMMERCIAL ACCT PROGRAM						
		234.25	JULY 21 PURCHASES		108516	072821	0194.6259		BUILDING MAINT/REPAIR
		139.59	JULY 21 PURCHASES		108516	072821	0452.6249		MISCELLANEOUS OPER/
		373.84							
99081521	8/13/2021		108768 COMDATA NETWORK INC						
		84.15	HIRSHFIELDS - 22 - RAM		108514	JULY 21 COMDATA PCARD	0452.6249		MISCELLANEOUS OPER/
		243.94	BROWNELLS INC		108514	JULY 21 COMDATA PCARD	0211.6207		TRAINING SUPPLIES
		45.08	WM SUPERCENTER #3209		108514	JULY 21 COMDATA PCARD	0111.6249		MISCELLANEOUS OPER/
		2.97	COBORN'S SUPERSTORE		108514	JULY 21 COMDATA PCARD	0211.6259		BUILDING MAINT/REPAIR
		510.00	MINNESOTA CHIEFS OF PO		108514	JULY 21 COMDATA PCARD	0211.6335		TRAINING
		75.00	TLO TRANSUNION		108514	JULY 21 COMDATA PCARD	0211.6315		MISCELLANEOUS PROFE
		10.56	NEWEGG B2B INC		108514	JULY 21 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR I

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081521	8/13/2021		108768 COMDATA NETWORK INC						Continued.
		929.99	NEWEGG B2B INC		108514	JULY 21 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR I
		1,272.00	SHI INTERNATIONAL CORP		108514	JULY 21 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR I
		89.74	THE UPS STORE 1659		108514	JULY 21 COMDATA PCARD	0211.6322		POSTAGE
		6.29	COBORN'S SUPERSTORE		108514	JULY 21 COMDATA PCARD	0111.6249		MISCELLANEOUS OPER/
		21.15	COBORN'S SUPERSTORE		108514	JULY 21 COMDATA PCARD	0111.6249		MISCELLANEOUS OPER/
		15.74	COBORN'S SUPERSTORE		108514	JULY 21 COMDATA PCARD	0111.6249		MISCELLANEOUS OPER/
		12.00	E&G 1113 ANOKA		108514	JULY 21 COMDATA PCARD	0111.6249		MISCELLANEOUS OPER/
		94.07	E&G 1113 ANOKA		108514	JULY 21 COMDATA PCARD	0111.6249		MISCELLANEOUS OPER/
		1.75-	ONLINE LABELS, INC.		108514	JULY 21 COMDATA PCARD	0153.6208		MISCELLANEOUS OFFICI
		11.86	TRACTOR SUPPLY #610		108514	JULY 21 COMDATA PCARD	0311.6249		MISCELLANEOUS OPER/
		71.95	TRACTOR SUPPLY #610		108514	JULY 21 COMDATA PCARD	0311.6249		MISCELLANEOUS OPER/
		125.57	FIRE SAFETY USA INC		108514	JULY 21 COMDATA PCARD	0220.6281		SMALL TOOLS & MINOR I
		29.90	FIRE SUPPLY DEPOT LLC		108514	JULY 21 COMDATA PCARD	0220.6249		MISCELLANEOUS OPER/
		87.07	COBORN'S SUPERSTORE		108514	JULY 21 COMDATA PCARD	0111.6249		MISCELLANEOUS OPER/
		122.63	GRUBHUBACAPULCOMEXICA		108514	JULY 21 COMDATA PCARD	0111.6249		MISCELLANEOUS OPER/
		60.00	MAMA DELUCAS PIZZERIA		108514	JULY 21 COMDATA PCARD	0111.6249		MISCELLANEOUS OPER/
		292.50	4IMPRINT		108514	JULY 21 COMDATA PCARD	0130.6246		MARKETING & PROMOTI
		55.00	4IMPRINT		108514	JULY 21 COMDATA PCARD	0130.6246		MARKETING & PROMOTI
		645.00	4IMPRINT		108514	JULY 21 COMDATA PCARD	0130.6246		MARKETING & PROMOTI
		55.00	4IMPRINT		108514	JULY 21 COMDATA PCARD	0130.6246		MARKETING & PROMOTI
		28.44-	4IMPRINT		108514	JULY 21 COMDATA PCARD	0130.6246		MARKETING & PROMOTI
		14.00	FACEBK WW5AR5TKS2		108514	JULY 21 COMDATA PCARD	0130.6246		MARKETING & PROMOTI
		9.89	AMZN MKTP US*2E8AC4TJ0		108514	JULY 21 COMDATA PCARD	0211.6208		MISCELLANEOUS OFFICI
		17.98	AMZN MKTP US*2E8AC4TJ0		108514	JULY 21 COMDATA PCARD	0211.6208		MISCELLANEOUS OFFICI
		13.98	AMZN MKTP US*2E8AC4TJ0		108514	JULY 21 COMDATA PCARD	0211.6208		MISCELLANEOUS OFFICI
		50.00	BCA TRAINING EDUCATION		108514	JULY 21 COMDATA PCARD	0211.6335		TRAINING
		790.00	IACA		108514	JULY 21 COMDATA PCARD	0211.6335		TRAINING

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081521	8/13/2021		108768 COMDATA NETWORK INC						Continued.
		14.35	COBORN'S SUPERSTORE		108514	JULY 21 COMDATA PCARD	0220.6249		MISCELLANEOUS OPER/
		32.99	AMAZON.COM*293PR59K1 A		108514	JULY 21 COMDATA PCARD	9230.6249		MISCELLANEOUS OPER/
		27.99	AMZN MKTP US*2P2HQ1LB1		108514	JULY 21 COMDATA PCARD	9230.6249		MISCELLANEOUS OPER/
		594.92	WALMART.COM AU		108514	JULY 21 COMDATA PCARD	9230.6249		MISCELLANEOUS OPER/
		59.97	THE HOME DEPOT #2821		108514	JULY 21 COMDATA PCARD	9601.6249		MISCELLANEOUS OPER/
		22.97	THE HOME DEPOT #2821		108514	JULY 21 COMDATA PCARD	9601.6249		MISCELLANEOUS OPER/
		22.97	THE HOME DEPOT #2821		108514	JULY 21 COMDATA PCARD	9601.6249		MISCELLANEOUS OPER/
		9.98	THE HOME DEPOT #2821		108514	JULY 21 COMDATA PCARD	9601.6249		MISCELLANEOUS OPER/
		9.98	THE HOME DEPOT #2821		108514	JULY 21 COMDATA PCARD	9601.6249		MISCELLANEOUS OPER/
		26.98	THE HOME DEPOT #2821		108514	JULY 21 COMDATA PCARD	9601.6281		SMALL TOOLS & MINOR I
		15.47	THE HOME DEPOT #2821		108514	JULY 21 COMDATA PCARD	9601.6281		SMALL TOOLS & MINOR I
		15.47	THE HOME DEPOT #2821		108514	JULY 21 COMDATA PCARD	9601.6281		SMALL TOOLS & MINOR I
		9.97	THE HOME DEPOT #2821		108514	JULY 21 COMDATA PCARD	9601.6281		SMALL TOOLS & MINOR I
		22.97	THE HOME DEPOT #2821		108514	JULY 21 COMDATA PCARD	9601.6281		SMALL TOOLS & MINOR I
		32.18	THE HOME DEPOT #2821		108514	JULY 21 COMDATA PCARD	9601.6281		SMALL TOOLS & MINOR I
		32.18	THE HOME DEPOT #2821		108514	JULY 21 COMDATA PCARD	9601.6281		SMALL TOOLS & MINOR I
		1.98	THE HOME DEPOT #2821		108514	JULY 21 COMDATA PCARD	9601.6281		SMALL TOOLS & MINOR I
		198.98	BROCK WHITE 330		108514	JULY 21 COMDATA PCARD	9605.6249		MISCELLANEOUS OPER/
		40.76	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		51.54	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		12.07	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		43.40	CASEYS GEN STORE 1988		108515	JULY 21 COMDATA FUEL	0301.6223		GASOLINE
		58.96	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		43.55	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0301.6223		GASOLINE
		85.72	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0311.6223		GASOLINE
		23.55	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0311.6223		GASOLINE
		90.51	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0311.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081521	8/13/2021		108768 COMDATA NETWORK INC						Continued.
		60.85	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		87.19	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		45.62	HOLIDAY STATIONS 0323		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		55.01	HOLIDAY STATIONS 0323		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		48.16	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0301.6223		GASOLINE
		41.35	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		35.80	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		47.77	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		66.13	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		33.99	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		63.01	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		46.90	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		66.04	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		47.94	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		54.89	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		52.27	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		102.10	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		35.00	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0301.6223		GASOLINE
		46.51	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		43.11	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		36.06	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0301.6223		GASOLINE
		67.17	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		28.04	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		20.62	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		37.78	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		65.69	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0301.6223		GASOLINE
		24.71	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081521	8/13/2021		108768 COMDATA NETWORK INC						Continued
		63.96	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		24.16	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		16.72	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		31.85	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		25.45	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		31.32	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		22.51	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		19.87	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		15.40	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		19.64	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		62.57	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		47.70	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		42.63	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		89.00	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		65.00	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		64.00	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		114.76	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		64.00	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		88.50	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		56.00	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		62.00	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		84.00	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		65.00	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		111.42	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		12.20	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		81.39	BILL'S SUPERETTE		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		28.04	BP#1060300THE JO STQPS		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081521	8/13/2021		108768 COMDATA NETWORK INC						Continued
		41.75	CASEYS GEN STORE 1988		108515	JULY 21 COMDATA FUEL	0301.6223		GASOLINE
		39.63	CASEYS GEN STORE 1988		108515	JULY 21 COMDATA FUEL	0301.6223		GASOLINE
		52.50	CASEYS GEN STORE 1988		108515	JULY 21 COMDATA FUEL	0311.6223		GASOLINE
		64.72	CASEYS GEN STORE 1988		108515	JULY 21 COMDATA FUEL	0301.6223		GASOLINE
		70.25	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		70.27	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		10.24	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		39.33	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0194.6223		GASOLINE
		75.32	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		20.17	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		67.81	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		25.26	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		39.29	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		48.42	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0311.6223		GASOLINE
		46.59	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		15.97	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		64.18	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		44.57	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		41.98	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		22.12	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		48.62	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		40.69	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		33.35	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		37.64	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		42.25	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		29.23	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		34.17	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081521	8/13/2021		108768 COMDATA NETWORK INC						Continued
		37.19	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		32.06	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		66.40	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		47.93	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		35.62	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		69.91	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		32.53	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		55.07	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		71.72	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		56.61	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		47.06	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		36.78	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		37.31	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		51.30	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0301.6223		GASOLINE
		41.40	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0240.6223		GASOLINE
		37.09	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0240.6223		GASOLINE
		40.98	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0240.6223		GASOLINE
		66.81	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0301.6223		GASOLINE
		64.84	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0301.6223		GASOLINE
		64.75	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0301.6223		GASOLINE
		68.93	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0301.6223		GASOLINE
		26.24	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		22.21	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		29.00	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		30.28	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		32.32	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		27.64	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081521	8/13/2021		108768 COMDATA NETWORK INC						Continued.
		30.95	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		34.29	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		37.04	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		76.84	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		81.59	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		74.17	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		83.11	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0311.6223		GASOLINE
		13.91	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0311.6223		GASOLINE
		37.74	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0311.6223		GASOLINE
		71.63	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0311.6223		GASOLINE
		68.89	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0311.6223		GASOLINE
		64.39	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0311.6223		GASOLINE
		57.90	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0311.6223		GASOLINE
		84.50	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		34.69	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		32.80	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		40.23	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		30.49	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		36.63	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		26.58	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		27.13	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		40.24	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		40.58	DINO #1		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		56.22	HOLIDAY STATIONS 0323		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		54.38	HOLIDAY STATIONS 0323		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		20.88	HOLIDAY STATIONS 0323		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		27.13	HOLIDAY STATIONS 0323		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081521	8/13/2021		108768 COMDATA NETWORK INC						Continued.
		73.71	HOLIDAY STATIONS 0323		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		54.19	HOLIDAY STATIONS 0323		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		31.03	HOLIDAY STATIONS 0323		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		23.54	HOLIDAY STATIONS 0323		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		13.90	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		39.05	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		66.76	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0311.6223		GASOLINE
		25.00	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		26.25	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		51.37	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		47.11	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		45.00	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		50.75	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		44.12	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		43.13	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		38.75	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		40.76	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		14.50	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		18.66	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		14.48	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		20.77	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		42.67	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		39.21	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		51.02	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		65.32	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		69.19	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		63.22	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081521	8/13/2021		108768 COMDATA NETWORK INC						Continued.
		66.43	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		65.38	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		21.92	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		35.57	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		33.75	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0240.6223		GASOLINE
		31.00	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0240.6223		GASOLINE
		36.18	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		33.19	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		56.30	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		49.86	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		44.99	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		35.10	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		42.40	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		22.67	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		40.89	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		48.00	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		32.27	HOLIDAY STATIONS 0395		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		18.78	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		37.96	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		21.77	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		19.48	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		11.04	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		11.04	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		24.11	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		30.17	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		17.86	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		24.74	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081521	8/13/2021		108768 COMDATA NETWORK INC						Continued.
		33.21	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		16.86	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		17.91	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		57.44	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		25.07	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		21.15	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		35.66	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		31.13	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		42.16	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		29.29	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		11.24	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		61.23	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		64.29	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		60.77	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0194.6223		GASOLINE
		63.00	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		55.84	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		36.70	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		48.05	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		27.96	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		31.48	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		47.91	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		36.77	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		23.83	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		39.14	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		30.15	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		19.70	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		37.25	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081521	8/13/2021		108768 COMDATA NETWORK INC						Continued.
		23.40	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		44.23	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		38.44	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		36.24	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		36.67	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		12.66	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		36.16	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		19.61	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		25.76	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		26.84	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		27.99	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		28.30	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		29.90	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		30.53	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		36.25	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		42.02	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		42.78	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		33.00	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		38.44	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		41.77	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		19.63	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		26.13	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		42.46	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		35.61	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		38.27	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		21.74	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		39.69	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081521	8/13/2021		108768 COMDATA NETWORK INC						Continued.
		43.19	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		33.66	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		29.57	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		22.23	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		65.58	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		60.15	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		54.53	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		39.17	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		36.55	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		11.84	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		33.64	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		20.97	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		27.94	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		38.97	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		33.68	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		40.20	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		25.77	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		27.31	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		22.93	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		15.73	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		24.10	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		15.55	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		36.18	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		4.79	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		17.35	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		19.95	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		27.50	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081521	8/13/2021		108768 COMDATA NETWORK INC						Continued
		37.61	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		26.47	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		29.10	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		23.41	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		63.36	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0194.6223		GASOLINE
		38.79	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0240.6223		GASOLINE
		36.00	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0240.6223		GASOLINE
		40.30	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0240.6223		GASOLINE
		30.69	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		39.05	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		29.08	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		26.30	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		27.31	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		29.31	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		20.86	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6225		DIESEL FUEL
		28.03	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		57.90	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		60.82	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		32.21	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		45.99	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		39.60	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0220.6223		GASOLINE
		52.63	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		44.35	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0311.6223		GASOLINE
		114.89	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0311.6223		GASOLINE
		82.46	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0311.6223		GASOLINE
		56.58	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0311.6223		GASOLINE
		30.73	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0311.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081521	8/13/2021		108768 COMDATA NETWORK INC						Continued
		51.19	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0452.6223		GASOLINE
		23.99	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		38.00	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		32.09	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		33.39	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		32.48	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		40.69	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		31.56	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		22.49	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		17.66	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		61.26	MARATHON PETRO214122		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		42.42	SPEEDWAY 04445		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		68.57	SPEEDWAY 04508		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		38.45	SPEEDWAY 04508		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		42.42	SPEEDWAY 04508		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		32.10	SPEEDWAY 04508		108515	JULY 21 COMDATA FUEL	0211.6223		GASOLINE
		69.88	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	9601.6223		GASOLINE
		71.20	HOLIDAY STATIONS 0323		108515	JULY 21 COMDATA FUEL	9601.6223		GASOLINE
		90.62	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	9601.6223		GASOLINE
		70.54	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	9601.6223		GASOLINE
		39.10	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	9601.6223		GASOLINE
		94.63	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	9601.6223		GASOLINE
		82.22	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	9601.6223		GASOLINE
		78.79	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	9601.6223		GASOLINE
		85.15	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	9601.6223		GASOLINE
		71.30	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	9601.6223		GASOLINE
		69.78	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	9601.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081521	8/13/2021		108768 COMDATA NETWORK INC						Continued
		60.54	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	9601.6223		GASOLINE
		73.26	LITTLE DUKES RAMSEY		108515	JULY 21 COMDATA FUEL	9601.6223		GASOLINE
		80.12	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	9602.6223		GASOLINE
		92.84	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	9602.6223		GASOLINE
		90.95	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	9602.6223		GASOLINE
		14.99	CASEYS RAMSEY		108515	JULY 21 COMDATA FUEL	9602.6223		GASOLINE
		21,610.76							
99081621	8/16/2021		107885 DEPARTMENT OF LABOR AND INDUSTRY						
		5,143.96	July Surcharges		108442	073121	9101.2081		SURCHARGES-PERMITS
		104.37-	July Surcharges		108442	073121	9101.4604		SURCHARGES
		5,039.59							
99146270	8/6/2021		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		10,387.48			108413	0805218313612	9101.2175		DEFERRED COMPENSAT
		10,387.48							
99147113	8/6/2021		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		3,835.51			108414	0805218313613	9101.2176		LIFE/HEALTH-EMPLOYEE
		3,835.51							
99585517	8/6/2021		100223 ICMA RETIREMENT TRUST 457						
		1,920.85			108410	080521831361	9101.2175		DEFERRED COMPENSAT
		1,920.85							
		757,617.36	Grand Total						

Payment Instrument Totals

Checks	536,664.44
EFT Payments	204,157.44
A/P ACH Payment	16,795.48
Total Payments	757,617.36

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number	3253		
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	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
117922	ADAM PRICE INC	REF LNSCP ESCR 6139 RIVLYN AVE	PV	108451	001	00999	8/10/2021	081021A	5,000.00
	ADAM PRICE INC			Summary Total					5,000.00
	11110 INDUSTRIAL CIRCLE NW	REF EROS ESCR 6139 RIVLYN AVE	PV	108452	001	00999	8/10/2021	081021B	1,500.00
	ELK RIVER MN 55330			Summary Total					1,500.00
				Payment Amount					6,500.00
115296	ALL SEASONS GARAGE DOOR	REFUND SPECIAL EVENT PERMIT	PV	108523	001	00999	8/6/2021	080621	50.00
	ALL SEASONS GARAGE DOOR 14161 BASALT STREET NW RAMSEY MN 55303			Summary Total					50.00
				Payment Amount					50.00
100028	ANDOVER WHEEL AND FRAME INC		PV	108609	001	00999	8/11/2021	12782	182.36
	ANDOVER WHEEL AND FRAME INC 13476 HANSON BLVD ANDOVER MN 55304			Summary Total					182.36
				Payment Amount					182.36
118165	ARCHITECT MECHANICAL INC	PAY APP 7 PW CAMPUS	PV	108536	001	09438	8/12/2021	081221	186,569.55
	ARCHITECT MECHANICAL INC 2917 ANTHONY LANE NORTH ST ANTHONY MN 55418			Summary Total					186,569.55
				Payment Amount					186,569.55
100063	ASPEN MILLS	CUST #55303RFD	PV	108531	001	00999	8/9/2021	278515	149.95
	ASPEN MILLS			Summary Total					149.95
	8201 C CENTRAL AVE NE	CUST ID 55303RPD / S.O. 8928	PV	108580	001	00999	8/3/2021	278276	74.80
	SPRING LAKE PARK MN 55432			Summary Total					74.80
		CUST ID 55303RPD / S.O. 8930	PV	108581	001	00999	8/3/2021	278275	64.80
				Summary Total					64.80
		CUST ID 55303RPD / S.O. 7877	PV	108612	001	00999	8/11/2021	278642	928.95
				Summary Total					928.95

Payment Group Control Number	3253		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2021		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
								Payment Amount	1,218.50
108513	BLAINE LOCK AND SAFE INC	CUST RAMCI5543	PV	108610	001	00999	8/9/2021	26053	2,014.00
	BLAINE LOCK AND SAFE INC 10136 SUNSET AVENUE BLAINE MN 55014							Summary Total	2,014.00
								Payment Amount	2,014.00
100086	BLUE VELVET INC		PV	108526	001	00999	8/10/2021	08/10/21	128.34
	BLUE VELVET INC 14101 ST FRANCIS BLVD NW RAMSEY MN 55303							Summary Total	128.34
								Payment Amount	128.34
118685	BREDEMUS HARDWARE COMPANY INC	PAY APP 2 PW CAMPUS	PV	108537	001	09438	8/12/2021	081221	15,670.26
	BREDEMUS HARDWARE COMPANY INC 1285 SYLVAN STREET ST PAUL MN 55117							Summary Total	15,670.26
								Payment Amount	15,670.26
118401	BROTHERS FIRE PROTECTION	PAY APP 4 PW CAMPUS	PV	108538	001	09438	8/12/2021	081221	14,612.66
	BROTHERS FIRE PROTECTION 9950 EAST HIGHWAY 10 ELK RIVER MN 55330							Summary Total	14,612.66
								Payment Amount	14,612.66
118767	CBC SERVICES LIMITED LIABILITY CO.	PERM# RA048021/14827 GERMANIUM	PV	108519	001	00999	8/3/2021	080321	51.00
	CBC SERVICES LIMITED LIABILITY CO. 1501 WEST RIVER STREET MONTICELLO MN 55362							Summary Total	51.00
								Payment Amount	51.00
100112	COMMISSIONER OF TRANSPORTATION		PV	108573	001	00999	7/22/2021	P00013439	1,125.78
	COMMISSIONER OF TRANSPORTATION							Summary Total	1,125.78

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

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				Payment Amount					1,125.78
100167	CORNERSTONE FORD		PV	108473	001	00999	7/23/2021	16332198/1	2,284.44
	CORNERSTONE FORD 17219 HIGHWAY 10 NW PO BOX 304 ELK RIVER MN 55330			Summary Total					2,284.44
				Payment Amount					2,284.44
118774	COVE AT MISSISSIPPI WEST	WATER REBATE PROGRAM APPL	PV	108592	001	00999	8/9/2021	08.09.21	700.00
	COVE AT MISSISSIPPI WEST C/O 33RD COMPANY 1951 WOODLANE DRIVE SUITE 100 WOODBURY MN 55125			Summary Total					700.00
				Payment Amount					700.00
118777	DAVIS, BRADLEY OR JENNA	REF ESCROW 17645 COBALT ST NW	PV	108454	001	00999	8/10/2021	081021	100.00
	BRADLEY OR JENNA DAVIS 17645 COBALT STREET NW RAMSEY MN 55303			Summary Total					100.00
				Payment Amount					100.00
118687	DISTINCTIVE CABINET DESIGN	PAY APP 2 PW CAMPUS	PV	108539	001	09438	8/12/2021	081221	40,691.35
	DISTINCTIVE CABINET DESIGN 30 2ND AVENUE W FOLEY MN 56329			Summary Total					40,691.35
				Payment Amount					40,691.35
106065	DIVERSIFIED TEXTURING AND ENGRAVING		PV	108472	001	00999	7/21/2021	1291	43.00
	DIVERSIFIED TEXTURING AND ENGRAVING 1609 99TH LANE NE BLAINE MN 55449-4430			Summary Total					43.00
				Payment Amount					43.00
118771	DONE RITE DETAILING		PV	108589	001	00999	6/30/2021	06/30/21	1,100.00

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Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2021		

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	DONE RITE DETAILING 10751 KEY CIRCLE NW COON RAPIDS MN 55433			Summary Total					1,100.00
				Payment Amount					1,100.00
118780	DONLAR CONSTRUCTION	PAY APP 1 PW CAMPUS	PV	108540	001	09438	8/12/2021	081221	22,568.01
	DONLAR CONSTRUCTION 550 SHOREVIEW PARK ROAD SHOREVIEW MN 55126			Summary Total					22,568.01
				Payment Amount					22,568.01
111093	DOUGLAS KERR UNDERGROUND LLC	PAY EST FINAL PUMA ST IMPROV	PV	108541	001	09437	8/11/2021	081121	31,953.83
	DOUGLAS KERR UNDERGROUND LLC P O BOX 85 MORA MN 55051			Summary Total					31,953.83
				Payment Amount					31,953.83
100684	EBERT CONSTRUCTION	PAY APP 5 PW CAMPUS	PV	108542	001	09438	8/12/2021	081221	16,807.88
	EBERT CONSTRUCTION 23350 COUNTY ROAD 10 CORCORAN MN 55357			Summary Total					16,807.88
				Payment Amount					16,807.88
106624	EHLERS AND ASSOCIATES, INC		PV	108584	001	00999	8/9/2021	87744	6,948.75
	EHLERS & ASSOCIATES, INC 3060 CENTRE POINTE DRIVE ROSEVILLE MN 55113-1105			Summary Total					6,948.75
			PV	108615	001	00999	8/12/2021	87832	337.50
				Summary Total					337.50
			PV	108623	001	00999	8/6/2021	87675	4,200.00
				Summary Total					4,200.00
			PV	108629	001	00999	8/12/2021	87834	960.00
				Summary Total					960.00
				Payment Amount					12,446.25
118778	EMANUELSON PODAS INC	EP INV 019357	PV	108625	001	00999	7/31/2021	4375	1,800.00
	EMANUELSON PODAS INC 7705 BUSH LAKE ROAD			Summary Total					1,800.00

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

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	EDINA MN 55439								
				Payment Amount					1,800.00
100871	FBI NAA NORTHWEST CHAPTER	7 REGISTRATIONS 9/10/21	PV	108618	001	00999	8/16/2021	08162021	175.00
	FBI NAA NORTHWEST CHAPTER			Summary Total					175.00
				Payment Amount					175.00
100143	FERGUSON WATERWORKS # 2516	CUST #24740	PV	108528	001	00999	8/6/2021	479860	910.56
	FERGUSON WATERWORKS 2516			Summary Total					910.56
	P O BOX 802817	CUST 204239	PV	108574	001	00999	7/29/2021	8644593	118.71
	CHICAGO IL 60680-2817			Summary Total					118.71
		CUST 204239	PV	108575	001	00999	7/28/2021	8641179	893.12
				Summary Total					893.12
		CUST 204239	PV	108576	001	00999	7/29/2021	8641916	193.83
				Summary Total					193.83
		CUST 204239	PV	108577	001	00999	7/29/2021	8642936	322.12
				Summary Total					322.12
				Payment Amount					2,438.34
107712	KLAMM MECHANICAL CONTRACTORS	PAY APP 7 PW CAMPUS	PV	108543	001	09438	8/12/2021	081221	192,464.30
	KLAMM MECHANICAL CONTRACTORS 12409 COUNTY ROAD 11 BURNSVILLE MN 55337			Summary Total					192,464.30
				Payment Amount					192,464.30
100256	LANO EQUIPMENT INC		PV	108530	001	00999	8/7/2021	2-852353	38.10
	LANO EQUIPMENT INC			Summary Total					38.10
	6140 HIGHWAY 10 NW		PV	108620	001	00999	8/10/2021	2-852713	774.90
	ANOKA MN 55303			Summary Total					774.90
				Payment Amount					813.00
115328	LENNAR	SWLK PANL ESCR 15965 URANIMITE	PV	108529	001	00999	8/10/2021	081021	1,500.00
	LENNAR			Summary Total					1,500.00
	16305 36TH AVENUE NORTH SUITE 600								

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Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JLIPSKI		
Payment Instrument	Check Payment		
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	PLYMOUTH MN 55446								
				Payment Amount					1,500.00
117814	LEWIS CUSTOM HOMES INC	REF EROS ESCR 8880 151ST LA NW	PV	108604	001	00999	8/13/2021	081321	1,500.00
	LEWIS CUSTOM HOMES INC			Summary Total					1,500.00
	218 REVERE LANE NORTH								
	CHAMPLIN MN 55316								
				Payment Amount					1,500.00
111999	MEADOW CREEK BUILDERS INC	REF EROS ESCR 5753 152ND LA NW	PV	108425	001	00999	8/4/2021	080421A	1,500.00
	MEADOW CREEK BUILDERS INC			Summary Total					1,500.00
	P O BOX 308	REF LNSCP ESCR 5753 152ND LN	PV	108426	001	00999	8/4/2021	080421B	5,000.00
	ANOKA MN 55303			Summary Total					5,000.00
		REF EROS ESCR 5745 152ND LA NW	PV	108427	001	00999	8/4/2021	080421C	1,500.00
				Summary Total					1,500.00
		REF LNDSP ESC 5745 152ND LA NW	PV	108428	001	00999	8/4/2021	080421D	5,000.00
				Summary Total					5,000.00
		LSCP/GRDG ESCR 15231 JUNKITE	PV	108431	001	00999	8/5/2021	080521A	6,500.00
				Summary Total					6,500.00
		REF ERO ESCR 15231 JUNKITE CIR	PV	108432	001	00999	8/5/2021	080521B	1,500.00
				Summary Total					1,500.00
		REF EROS ESCR 5722 152ND LA NW	PV	108433	001	00999	8/5/2021	080521C	1,500.00
				Summary Total					1,500.00
		LNDSP/GRDG ESCR 5722 152ND LA	PV	108434	001	00999	8/5/2021	080521D	6,500.00
				Summary Total					6,500.00
		REF LNSP ESCR 5765 152ND LANE	PV	108443	001	00999	8/9/2021	080921A	5,000.00
				Summary Total					5,000.00
		REF EROS ESCR 5765 152ND LANE	PV	108444	001	00999	8/9/2021	080921B	1,500.00
				Summary Total					1,500.00
		REF EROS ESCR 5734	PV	108449	001	00999	8/10/2021	081021A	1,500.00

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Originator	JLIPSKI		
Payment Instrument	Check Payment		
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
		152ND LA NW							
				Summary Total					1,500.00
		LNSP & GRDG ESCR 5734 152ND LA	PV	108450	001	00999	8/10/2021	081021B	6,500.00
				Summary Total					6,500.00
				Payment Amount					43,500.00
100293	MIDC ENTERPRISES		PV	108624	001	00999	8/6/2021	I0047732	1,406.19
	MIDC ENTERPRISES 1450 WEST COUNTY ROAD C ROSEVILLE MN 55113			Summary Total					1,406.19
				Payment Amount					1,406.19
118036	MINNESOTA UTILITIES AND EXCAVATING LLC	PAY APP 10 PW CAMPUS	PV	108545	001	09438	8/12/2021	081221	16,820.70
	MINNESOTA UTILITIES AND EXCAVATING LLC 13932 LAKE DRIVE FOREST LAKE MN 55025			Summary Total					16,820.70
				Payment Amount					16,820.70
118388	MITCHELL 1	ACT 1067454	PV	108470	001	00999	7/26/2021	IB26247698	80.00
	MITCHELL 1 25029 NETWORK PLACE CHICAGO IL 60673-1250			Summary Total					80.00
				Payment Amount					80.00
100328	MN DEPT OF HEALTH WATER	Jul-Sept 4920 service connects	PV	108605	001	00999	8/12/2021	08/12/2021	11,956.00
	MN DEPT OF HEALTH DRINKING WATER PROTECTION SECTION P O BOX 64494 ST PAUL MN 55164-0494			Summary Total					11,956.00
				Payment Amount					11,956.00
115888	MOBOTREX	ORDER 1905280	PV	108475	001	00999	7/27/2021	252207	483.00
	MOBOTREX 109 WEST 55TH STREET DAVENPORT IA 52806			Summary Total					483.00
				Payment Amount					483.00

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100345	NAPA AUTO PARTS ELK RIVER		PV	108469	001	00999	7/20/2021	121656	19.69
	NAPA AUTO PARTS ELK RIVER			Summary Total					19.69
	17137 YALE STREET NW		PV	108578	001	00999	7/29/2021	122883	2.99
	P O BOX 1041			Summary Total					2.99
	ELK RIVER MN 55330								
				Payment Amount					22.68
100360	NORTH STAR TOWING INC	JULY STATEMENT (DATED 8/2/21)	PV	108587	001	00999	8/2/2021	08/02/2021	265.00
	NORTH STAR TOWING INC			Summary Total					265.00
	833 NORTH STREET								
	ANOKA MN 55303								
				Payment Amount					265.00
118035	NORTHLAND CONCRETE AND MASONRY CO. LLC	PAY APP 9 PW CAMPUS	PV	108546	001	09438	8/12/2021	081221	81,617.35
	NORTHLAND CONCRETE AND MASONRY CO. LLC			Summary Total					81,617.35
	1125 STAGECOACH ROAD								
	SHAKOPEE MN 55379								
				Payment Amount					81,617.35
118770	ORKIN LLC	SERV #9824269 (SALES TX EXMPT)	PV	108588	001	00999	7/26/2021	220217245	175.00
	ORKIN LLC			Summary Total					175.00
	235 E ROSELAWN AVENUE # 10								
	MAPLEWOOD MN 55117								
				Payment Amount					175.00
118768	OWENS, SAMANTHA	WATER REBATE APPLICATION	PV	108439	001	00999	8/3/2021	080321	196.10
	SAMANTHA OWENS			Summary Total					196.10
	7085 167TH XING NW								
	RAMSEY MN 55303								
				Payment Amount					196.10
118784	PAT HENRY POOLS INC	REF ESCROW 16100 ANDRIE ST NW	PV	108602	001	00999	8/12/2021	081221	100.00

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Payment Instrument	Check Payment		
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	PAT HENRY POOLS INC 87 COUNTY ROAD C WEST ST PAUL MN 55117			Summary Total					100.00
				Payment Amount					100.00
118783	PERFORMANCE POOL AND SPA INC	REF ESCROW 16194 IODINE ST NW	PV	108599	001	00999	8/12/2021	08/25/2021	100.00
	PERFORMANCE POOL AND SPA INC			Summary Total					100.00
	2405 ANNAPOLIS LANE	REF ESCROW 15737 ST ANDREWS LA	PV	108600	001	00999	8/12/2021	081221B	100.00
	PLYMOUTH MN 55441			Summary Total					100.00
		REF ESCROW 15777 ST ANDREWS LA	PV	108601	001	00999	8/12/2021	081221C	100.00
				Summary Total					100.00
		REF ESCROW 9590 INVERNESS LANE	PV	108628	001	00999	8/17/2021	081721	100.00
				Summary Total					100.00
				Payment Amount					400.00
100393	PRAIRIE RESTORATIONS INC		PV	108596	001	00999	8/5/2021	#30137	1,069.01
	PRAIRIE RESTORATIONS INC 31646 128TH STREET PRINCETON MN 55371			Summary Total					1,069.01
				Payment Amount					1,069.01
118785	PREMIER CUSTOM HOMES INC	REF DRIVEWAY ESC 5437-149TH LA	PV	108626	001	00999	8/13/2021	081321	2,000.00
	PREMIER CUSTOM HOMES INC 1893 STATION PARKWAY NW ANDOVER MN 55304			Summary Total					2,000.00
				Payment Amount					2,000.00
112183	PSD, LLC	SITE IMPROVEMENT REIMBURSEMENT	PV	108524	001	00999	8/6/2021	080621A	250,000.00
	PSD, LLC 7533 SUNWOOD DRIVE NW #315 RAMSEY MN 55303			Summary Total					250,000.00
				Payment Amount					250,000.00

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Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
117454	R AND J TOURS	REF MTG FEE 10/5 CANCELLED	PV	108627	001	00999	8/17/2021	081721	80.00
	R AND J TOURS P O BOX 1034 WILLMAR MN 56201						Summary Total		80.00
							Payment Amount		80.00
117956	RJM CONSTRUCTION LLC	PAY APP 11 PW CAMPUS	PV	108551	001	09438	8/12/2021	081221	94,571.06
	RJM CONSTRUCTION LLC 830 BOONE AVENUE NORTH GOLDEN VALLEY MN 55427						Summary Total		94,571.06
							Payment Amount		94,571.06
118164	RTL CONSTRUCTION INC	PAY APP 7 PW CAMPUS	PV	108552	001	09438	8/12/2021	081221	30,637.50
	RTL CONSTRUCTION INC 290 SARAZIN STREET SHAKOPEE MN 55379						Summary Total		30,637.50
							Payment Amount		30,637.50
100920	SHERWIN WILLIAMS	ACT #6714-5326-4	PV	108485	001	00999	8/4/2021	0561-1	140.33
	SHERWIN WILLIAMS 3564 MAIN STREET NW COON RAPIDS MN 55448-1002						Summary Total		140.33
							Payment Amount		140.33
100440	SHORT ELLIOT HENDRICKSON INC	CUST #3721 / PROJ 21-08	PV	108525	001	00999	8/9/2021	409603	21,157.79
	SHORT ELLIOT HENDRICKSON INC P O BOX 64780 ST PAUL MN 55164-0780						Summary Total		21,157.79
							Payment Amount		21,157.79
118772	SIEBEN, RANDY OR MICHELLE	WATER REBATE REIMBURSEMENT	PV	108583	001	00999	8/9/2021	082521	398.00
	RANDY OR MICHELLE SIEBEN 14348 WACO STREET NW RAMSEY MN 55303						Summary Total		398.00
							Payment Amount		398.00

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100456	ST CROIX RECREATION FUN PLAYGROUNDS		PV	108616	001	00999	8/9/2021	20931	1,648.08
	ST CROIX RECREATION FUN PLAYGROUNDS INC 1826 TOWER DRIVE W STILLWATER MN 55082					Summary Total			1,648.08
						Payment Amount			1,648.08
118690	STAPF CONCRETE CONSTRUCTION INC	PAY APP 2 PW CAMPUS	PV	108554	001	09438	8/12/2021	081221	109,155.00
	STAPF CONCRETE CONSTRUCTION INC 201 W TRAVELERS TRAIL SUITE 210 BURNSVILLE MN 55337					Summary Total			109,155.00
						Payment Amount			109,155.00
118782	STAR EQUIPMENT	PAY APP 1 PW CAMPUS	PV	108553	001	09438	8/12/2021	081221	10,617.36
	STAR EQUIPMENT 248 APOLLO DRIVE LINO LAKES MN 55014					Summary Total			10,617.36
						Payment Amount			10,617.36
118034	STEENBERG WATRUD CONSTRUCTION LLC	PAY APP 5 PW CAMPUS	PV	108555	001	09438	8/12/2021	081221	3,914.95
	STEENBERG WATRUD CONSTRUCTION LLC 10967 CLARK ROAD INNER GROVE HEIGHTS MN 55077					Summary Total			3,914.95
						Payment Amount			3,914.95
108703	STERLING TROPHY		PV	108461	001	00999	7/21/2021	27879	170.00
	STERLING TROPHY 3824 7TH AVENUE ANOKA MN 55303					Summary Total			170.00
						Payment Amount			170.00
118686	SWANSON AND YOUNGDALE INC	PAY APP 2 PW CAMPUS	PV	108556	001	09438	8/12/2021	081221	38,000.00
	SWANSON AND YOUNGDALE INC 6565 WEST 23RD STREET MINNEAPOLIS MN 55426					Summary Total			38,000.00
						Payment Amount			38,000.00

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

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
118163	TOP LITE CONTRACT GLAZING INC	PAY APP 5 PW CAMPUS	PV	108557	001	09438	8/12/2021	081221	3,196.75
	TOP LITE CONTRACT GLAZING INC 15548 260TH STREET LINDSTROM MN 55045			Summary Total					3,196.75
				Payment Amount					3,196.75
107705	TWIN CITY GARAGE DOOR CO	PAY APP 1 PW CAMPUS	PV	108558	001	09438	8/12/2021	081221	20,496.25
	TWIN CITY GARAGE DOOR CO 5601 BOONE AVE N MINNEAPOLIS MN 55428			Summary Total					20,496.25
		PAY APP 2 PW CAMPUS	PV	108559	001	09438	8/12/2021	081221A	54,530.00
				Summary Total					54,530.00
				Payment Amount					75,026.25
118166	WOLF RIVER ELECTRIC	PAY APP 7 PW CAMPUS	PV	108560	001	09438	8/12/2021	081221	119,124.30
	WOLF RIVER ELECTRIC 101 ISANTI PARKWAY NE # G ISANTI MN 55040			Summary Total					119,124.30
				Payment Amount					119,124.30
118781	WON DOOR CORPORATION	PAY APP 1 PW CAMPUS	PV	108561	001	09438	8/12/2021	081221	18,488.90
	WON DOOR CORPORATION 1865 S 3480 W SALT LAKE CITY UT 84104			Summary Total					18,488.90
				Payment Amount					18,488.90
118776	ZHYHAR, DZIANIS	REF ESCROW 17339 RABBIT ST NW	PV	108453	001	00999	8/10/2021	081021	100.00
	DZIANIS ZHYHAR 17339 RABBIT STREET NW RAMSEY MN 55303			Summary Total					100.00
				Payment Amount					100.00
				Total Amount to be Processed					1,494,025.15
				Total Number of Payments to be Processed					61

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number	3254		
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
110744	ALLINA HEALTH SYSTEM	CUST 10563	PV	108480	001	00999	7/31/2021	CI00007749	1,982.02
	ALLINA HEALTH SYSTEM MISC BILLING NW 7710 P O BOX 9383 MINNEAPOLIS MN 55440-9383			Summary Total					1,982.02
				Payment Amount					1,982.02
117343	AMAZON CAPITAL SERVICES INC	ACT A3VYUQ4FSATYMN	PV	108527	001	00999	8/9/2021	1XJL-XW9V-DPN4	123.21
	AMAZON CAPITAL SERVICES INC			Summary Total					123.21
	410 TERRY AVENUE NORTH	ACT A3VYUQ4FSATYMN	PV	108533	001	00999	8/9/2021	IG64-Q3RR-DFMG	44.99
	SEATTLE WA 98109			Summary Total					44.99
		ACT A3VYUQ4FSATYMN	PV	108593	001	00999	8/9/2021	1XJL-XW9V-D6TD	60.74
				Summary Total					60.74
				Payment Amount					228.94
100043	ANOKA COUNTY PROPERTY RECORDS TAXATION		PV	108518	001	00999	8/2/2021	8/2/2021	184.00
	ANOKA COUNTY PROPERTY RECORDS TAXATION 2100 - 3RD AVENUE ANOKA MN 55303			Summary Total					184.00
				Payment Amount					184.00
101084	BATTERIES PLUS BULBS	CUST #7634271410	PV	108476	001	00999	8/5/2021	P42364403	18.60
	BATTERIES PLUS BULBS 138 SOUTH DALE MABRY HWY TAMPA FL 33609			Summary Total					18.60
				Payment Amount					18.60
112663	CAPSTONE HOMES INC	REF EROS ESCR 15016 QUINTANA	PV	108429	001	00999	8/4/2021	080421A	1,500.00
	CAPSTONE HOMES INC			Summary Total					1,500.00
	14015 SUNFISH LAKE BLVD SUITE 400	REF LNDSP ESCR 15016 QUINTANA	PV	108430	001	00999	8/4/2021	080421B	5,000.00
	RAMSEY MN 55303			Summary Total					5,000.00
		REF EROS ESCR 15150 SNOWY OWL	PV	108435	001	00999	8/5/2021	080521A	1,500.00
				Summary Total					1,500.00
		REF LNDSP ESCR 15150	PV	108436	001	00999	8/5/2021	080521B	5,000.00

Payment Group Control Number	3254		
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	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
		SNOWY OWL							
				Summary Total					5,000.00
		LNDSCP ESCR 15183 QUINTANA CT	PV	108445	001	00999	8/9/2021	080921A	5,000.00
				Summary Total					5,000.00
		EROSN ESCR 15183 QUINTANA CT	PV	108446	001	00999	8/9/2021	080921B	1,500.00
				Summary Total					1,500.00
		LNDSCP ESCR 15189 SNOWY OWL	PV	108447	001	00999	8/9/2021	080921C	5,000.00
				Summary Total					5,000.00
		EROSN ESCR 15189 SNOWY OWL	PV	108448	001	00999	8/9/2021	080921D	1,500.00
				Summary Total					1,500.00
		REF EROS ESCR 14994 TIGER ST	PV	108603	001	00999	8/13/2021	081321	1,500.00
				Summary Total					1,500.00
				Payment Amount					27,500.00
114549	CHETS SHOES INC		PV	108522	001	00999	7/31/2021	50140	300.00
	CHETS SHOES INC 8870 RENDOVA STREET NE CIRCLE PINES MN 55014			Summary Total					300.00
				Payment Amount					300.00
116197	CINTAS CORPORATION	CUST REF #006-16523-01	PV	108483	001	00999	8/5/2021	4092122360	13.20
	CINTAS CORPORATION			Summary Total					13.20
	CINTAS LOC #4K	CUST REF 006-24545-01	PV	108521	001	00999	8/4/2021	4091969747	53.28
	P O BOX 650838			Summary Total					53.28
	DALLAS TX 75265-0838	CUST REF 006-24545-01	PV	108619	001	00999	8/11/2021	4092635466	61.62
				Summary Total					61.62
				Payment Amount					128.10
100120	CONTINENTAL RESEARCH CORP		PV	108606	001	00999	8/13/2021	28730	218.00
	CONTINENTAL RESEARCH CORP PO BOX 15204			Summary Total					218.00

Payment Group Control Number	3254		
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	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	ST LOUIS MO 63110								
				Payment Amount					218.00
111818	DEANO'S COLLISION SPECIALISTS INC	RO 60900	PV	108611	001	00999	8/13/2021	60900	13,081.50
	DEANO'S COLLISION SPECIALISTS INC			Summary Total					13,081.50
	11063 173RD AVENUE								
	ELK RIVER MN 55330								
				Payment Amount					13,081.50
100144	DEHN OIL COMPANY	ACCT 63040029	PV	108585	001	00999	8/9/2021	84605	1,486.65
	DEHN OIL COMPANY			Summary Total					1,486.65
	6735 141ST AVENUE NW								
	RAMSEY MN 55303								
				Payment Amount					1,486.65
116175	ECKBERG LAMMERS ATTORNEYS AT LAW		PV	108438	001	00999	7/31/2021	07 2021	6,088.77
	ECKBERG LAMMERS ATTORNEYS AT LAW			Summary Total					6,088.77
	1809 NORTHWESTERN AVENUE								
	STILLWATER MN 55082								
				Payment Amount					6,088.77
100158	ECM PUBLISHERS INC	ACCT 370702	PV	108520	001	00999	7/30/2021	846749	86.00
	ECM PUBLISHERS INC			Summary Total					86.00
	4095 COON RAPIDS BLVD	ACCT 370702	PV	108630	001	00999	8/6/2021	847949	198.88
	COON RAPIDS MN 55433			Summary Total					198.88
				Payment Amount					284.88
108737	EMERGENCY AUTOMOTIVE TECHNOLOGY INC		PV	108582	001	00999	8/5/2021	DL05252121I	1,574.07
	EMERGENCY AUTOMOTIVE TECHNOLOGY INC			Summary Total					1,574.07
	2755 GENEVA AVE N		PV	108586	001	00999	8/5/2021	DL05272122F	1,697.99
	OAKDALE MN 55128			Summary Total					1,697.99
			PV	108590	001	00999	8/5/2021	DL05252121K	505.18
				Summary Total					505.18
			PV	108591	001	00999	8/5/2021	DL05252121J	378.53
				Summary Total					378.53
			PV	108614	001	00999	8/10/2021	DL05252121L	387.44

Payment Group Control Number	3254		
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					387.44
				Payment Amount					4,543.21
107099	FASTENAL		PV	108487	001	00999	8/3/2021	MNTC8196462	40.98
	FASTENAL COMPANY			Summary Total					40.98
	P O BOX 1286	CUST MNTC80321 / PO 6531	PV	108595	001	00999	8/6/2021	MNTC8196543	58.29
	WINONA MN 55987			Summary Total					58.29
		CUST MNTC80321 / PO 6531	PV	108617	001	00999	8/10/2021	MNTC8196601	31.21
				Summary Total					31.21
			PV	108621	001	00999	8/9/2021	MNTC8196573	12.66
				Summary Total					12.66
				Payment Amount					143.14
106428	FORCE AMERICA INC	ORD SO001-1610993	PV	108597	001	00999	8/9/2021	001-1563504	3,142.38
	FORCE AMERICA INC 501 EAST CLIFF ROAD SUITE 100 BURNSVILLE MN 55337			Summary Total					3,142.38
				Payment Amount					3,142.38
100200	GOPHER STATE ONE CALL INC	ACCT MN00633	PV	108486	001	00999	7/31/2021	1070688	425.25
	GOPHER STATE ONE CALL 7223 PARKWAY DRIVE SUITE 210 HANOVER MD 21076-1317			Summary Total					425.25
				Payment Amount					425.25
100204	GRAFIX SHOPPE	SALES ORD 123290	PV	108613	001	00999	8/2/2021	140190	59.26
	GRAFIX SHOPPE 3240 MIKE COLLINS DRIVE EAGAN MN 55121			Summary Total					59.26
				Payment Amount					59.26
112564	GROUP HEALTH INC WORKSITE	CUST #2861	PV	108482	001	00999	7/30/2021	W819178	94.00
	GROUP HEALTH INC WORKSITE MAIL STOP # 21109A P O BOX 1309			Summary Total					94.00

Payment Group Control Number	3254		
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	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	MINNEAPOLIS MN 55440-1309								
				Payment Amount					94.00
100211	HAWKINS INC	SALES ORDER 3570227 SL	PV	108462	001	00999	8/1/2021	4999143	4,666.72
	HAWKINS INC			Summary Total					4,666.72
	P O BOX 860263	SALES ORD #3578861 SL	PV	108535	001	00999	8/6/2021	5003623	4,431.03
	MINNEAPOLIS MN 55486-0263			Summary Total					4,431.03
				Payment Amount					9,097.75
112475	INNOVATIVE OFFICE SOLUTIONS	CUST #S27569/SO-3418638	PV	108455	001	00999	7/26/2021	IN3427331	179.53
	INNOVATIVE OFFICE SOLUTIONS			Summary Total					179.53
	P O BOX 860627	CUST #S27569/SO-3418684	PV	108456	001	00999	7/26/2021	IN3427340	12.03
	MINNEAPOLIS MN 55486-0001			Summary Total					12.03
		CUST #S27569/SO-3418638	PV	108457	001	00999	7/27/2021	IN3428628	54.99
				Summary Total					54.99
		CUST #S27569/SO-3418638	PV	108458	001	00999	7/28/2021	IN3429094	14.55
				Summary Total					14.55
				Payment Amount					261.10
101172	KUECHLE UNDERGROUND INC	PAY EST 4 RIVERDALE DR IMPROV	PV	108544	001	09402	8/11/2021	081121	129,913.69
	KUECHLE UNDERGROUND INC 10998 STATE HWY 55 PO BOX 509 KIMBALL MN 55353			Summary Total					129,913.69
				Payment Amount					129,913.69
100266	LOGIS		PV	108437	001	00999	8/1/2021	50704	18,647.00
	LOCAL GOVERNMENT INFORMATION SYSTEMS ASS			Summary Total					18,647.00
	5750 DULUTH STREET		PV	108464	001	00999	7/31/2021	50793	5,000.00
	GOLDEN VALLEY MN 55422-4036			Summary Total					5,000.00
			PV	108465	001	00999	7/31/2021	50774	1,125.00
				Summary Total					1,125.00
			PV	108466	001	00999	7/31/2021	50810	15.00

Payment Group Control Number	3254		
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					15.00
				Payment Amount					24,787.00
113658	MARCO	ACCT 111182	PV	108467	001	00999	8/2/2021	INV8984993	60.00
	MARCO NW 7128 PO BOX 1450 MINNEAPOLIS MN 55485-7128			Summary Total					60.00
				Payment Amount					60.00
100283	MENARDS COON RAPIDS	ACCT 30280262	PV	108594	001	00999	8/5/2021	56650	142.86
	MENARDS COON RAPIDS 3045 MAIN STREET COON RAPIDS MN 55433			Summary Total					142.86
				Payment Amount					142.86
100284	MENARDS ELK RIVER	ACT 31250289	PV	108479	001	00999	7/29/2021	36045	81.84
	MENARDS ELK RIVER 19521 EVANS STREET NW ELK RIVER MN 55330-1077			Summary Total					81.84
				Payment Amount					81.84
100285	MET COUNCIL ENVIRONMENTAL SRV	CUST 5156	PV	108481	001	00999	8/6/2021	1127950	70,433.39
	MET COUNCIL ENVIRONMENTAL SRV P O BOX 856513 MINNEAPOLIS MN 55485-6513			Summary Total					70,433.39
				Payment Amount					70,433.39
115167	NET TRANSCRIPTS INC	CASE 21148211	PV	108579	001	00999	8/5/2021	#NT5178	72.80
	NET TRANSCRIPTS INC 3707 N. 7TH STREET SUITE 320 PHOENIX AZ 85014			Summary Total					72.80
				Payment Amount					72.80
101234	NORTH VALLEY, INC	PAY EST 1 BUSINESS PRK 95	PV	108548	001	09435	8/11/2021	081121	616,530.77
	NORTH VALLEY, INC 20015 IGUANA STREET NW			Summary Total					616,530.77
		PAY EST 2 2021 MSA OVERLAY	PV	108549	001	09402	8/11/2021	081121A	143,487.87

Payment Group Control Number	3254		
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
	NOWTHEN MN 55330				Summary Total				143,487.87
		PAY EST 2 21 NEIGHB. OVERLAY	PV	108550	001	09435	8/11/2021	081121B	340,178.64
					Summary Total				340,178.64
					Payment Amount				1,100,197.28
100363	NORTHERN SANITARY SUPPLY CO	CUST # R2298	PV	108607	001	00999	8/12/2021	202312	280.13
	NORTHERN SANITARY SUPPLY CO 341 COON RAPIDS BLVD MINNEAPOLIS MN 55433				Summary Total				280.13
					Payment Amount				280.13
115232	NORTHERN TECHNOLOGIES LLC	PROJ 21.MSP12587.000	PV	108477	001	00999	7/17/2021	39404	2,857.50
	NORTHERN TECHNOLOGIES LLC				Summary Total				2,857.50
	3522 4TH AVENUE S	PROJ 21.MSP12529.000	PV	108478	001	00999	7/17/2021	39417	903.75
	FARGO ND 58103				Summary Total				903.75
		PROJ 21.MSP12150.000	PV	108572	001	00999	7/17/2021	39416	1,863.75
					Summary Total				1,863.75
					Payment Amount				5,625.00
115071	NORTHLAND OCCUPATIONAL HEALTH		PV	108468	001	00999	7/29/2021	11494	3,800.00
	NORTHLAND OCCUPATIONAL HEALTH 7533 SUNWOOD DRIVE NW SUITE 212 RAMSEY MN 55303				Summary Total				3,800.00
					Payment Amount				3,800.00
107244	NORTHLAND TRUST SERVICES INC	BONDS PRIN/INT 2013A	PV	108547	001	09348	7/12/2021	071221	65,000.00
	NORTHLAND TRUST SERVICES INC	BONDS PRIN/INT 2013A	PV	108547	002	09348	7/12/2021	071221	2,912.50
	150 SOUTH FIFTH STREET SUITE 3300	BONDS PRIN/INT 2013A	PV	108547	003	09348	7/12/2021	071221	495.00
	MINNEAPOLIS MN 55402				Summary Total				68,407.50
					Payment Amount				68,407.50
117474	OERTEL ARCHITECTS LTD	NEW PW CAMPUS 7/4-7/31	PV	108440	001	00999	8/3/2021	#15	13,634.40

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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
	OERTEL ARCHITECTS LTD 1795 ST CLAIR AVENUE ST PAUL MN 55105			Summary Total					13,634.40
				Payment Amount					13,634.40
110480	OPUS 21 MANAGEMENT SOLUTIONS		PV	108534	001	00999	8/7/2021	210755	13,556.69
	OPUS 21 MANAGEMENT SOLUTIONS 680 COMMERCE DRIVE SUITE 160 WOODBURY MN 55125			Summary Total					13,556.69
				Payment Amount					13,556.69
112824	PARKPLACE STUDIO		PV	108471	001	00999	7/31/2021	7/31/2021	540.00
	PARKPLACE STUDIO 6093 146TH LANE NW RAMSEY MN 55303			Summary Total					540.00
				Payment Amount					540.00
112421	PERRILL		PV	108484	001	00999	8/1/2021	255102	200.00
	PERRIL 110 CHESHIRE LANE SUITE 105 MINNETONKA MN 55305			Summary Total					200.00
				Payment Amount					200.00
111488	POPP.COM INC		PV	108474	001	00999	7/31/2021	992687350	757.18
	POPP.COM INC 620 MENDELSSOHN AVE NO SUITE 101 GOLDEN VALLEY MN 55427			Summary Total					757.18
				Payment Amount					757.18
107978	PREMIER COMMERCIAL PROPERTIES INC		PV	108517	001	00999	7/31/2021	7759	600.00
	PREMIER COMMERCIAL PROPERTIES INC 299 COON RAPIDS BLVD NW #200 COON RAPIDS MN 55433			Summary Total					600.00
				Payment Amount					600.00
116092	ROADKILL ANIMAL CONTROL	JULY SERVICE	PV	108598	001	00999	8/10/2021	08/10/2021	279.00

Payment Group Control Number	3254		
Bank Account	999.1010	CASH IN BANK	00002224
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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
	ROADKILL ANIMAL CONTROL 520 HAROLD DRIVE BURNSVILLE MN 55337			Summary Total					279.00
				Payment Amount					279.00
115381	RUMRIVER ART CENTER		PV	108459	001	00999	7/19/2021	1215240	300.00
	RUMRIVER ART CENTER 2665 4TH AVENUE SUITE 102 ANOKA MN 55303			Summary Total					300.00
				Payment Amount					300.00
110313	SUMMIT FIRE PROTECTION	WO #130029301 / CITYRA	PV	108532	001	00999	8/9/2021	130023519	341.00
	SUMMIT FIRE PROTECTION			Summary Total					341.00
	P O BOX 6205	WO #130029066 / CITYRA	PV	108608	001	00999	8/10/2021	130023771	1,160.00
	CAROL STREAM IL 60197-6205			Summary Total					1,160.00
				Payment Amount					1,501.00
100485	TIMESAVER OFF SITE SECRETARIAL INC		PV	108460	001	00999	8/1/2021	M26619	1,185.00
	TIMESAVER OFF SITE SECRETARIAL INC 21021 KAROLINE COURT N FOREST LAKE MN 55025			Summary Total					1,185.00
				Payment Amount					1,185.00
112024	TOWMASTER	CUST 3184	PV	108622	001	00999	8/10/2021	441765	946.00
	TOWMASTER 61381 US HWY 12 LITCHFIELD MN 55355			Summary Total					946.00
				Payment Amount					946.00
106351	WATER LABORATORIES, INC		PV	108463	001	00999	8/3/2021	8640	660.00
	WATER LABORATORIES, INC 333 EAST MAIN STREET PO BOX 388 ELK RIVER MN 55330			Summary Total					660.00
				Payment Amount					660.00

CITY OF RAMSEY
Create Payment Control Groups

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Payment Instrument	T	A/P ACH Payment	
Pay Through Date	12/31/2021		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Document Itm	Document Co	Due Date	Invoice Number	Payment Amount
								Total Amount to be Processed	1,507,228.31
								Total Number of Payments to be Processed	44

NORTHLAND TRUST SERVICES
150 S. Fifth Street, Suite 3300
Minneapolis, MN 55402
Phone 612-851-4931
Fax 612-851-4933

CC Date 8.24

INVOICE

CITY OF RAMSEY
ATTN: FINANCE OFFICER
7550 SUNWOOD DRIVE NW
RAMSEY MN 55303-5137

07/12/2021

Vendor # 107244 RAMS13A

9348.6602 65,000
9348.6611 2912.50
9348.6310 495

Date Rec'd. 7/20 Total Due:
Reviewed By:
Final Approval

RE: CITY OF RAMSEY, MINNESOTA
$635,000 GENERAL OBLIGATION EQUIPMENT
CERTIFICATES OF INDEBTEDNESS,
SERIES 2013A

Debt Service: 09/01/2021

Principal:	65,000.00
Interest:	2,912.50
Total Principal & Interest:	67,912.50
Less Cash on Hand (Escrow Funds)	(0.00)
Paying Agent Annual Fee	495.00

RECEIVED
JUL 16 2021

Total Amount Due: 68,407.50

IF PAYING BY WIRE, PLEASE NOTIFY US VIA EMAIL

Thank you for your business!

CHECK PAYMENTS due: 08-25-2021

Make Checks payable to:
NORTHLAND TRUST SERVICES INC.

WIRE PAYMENTS due: 08-27-2021

Wells Fargo Bank, San Francisco, CA
ABA: 121-000-248
ACCT: 143-6412710 Northland Trust Services
REF: Issuer name & series number

***MN SCHOOL DISTRICTS should wire funds 3 days prior to debt service date according to State Credit Enhancement requirements.**

ACH PAYMENTS due: 08-27-2021

Wells Fargo Bank, Minneapolis, MN
ABA: 091-000-019
CHECKING ACCT: 143-6412710
REF: Issuer name & series number

IF YOU ARE REQUESTED TO CHANGE THESE WIRE INSTRUCTIONS FOR ANY REASON, YOU MUST VERBALLY CONFIRM THE CHANGE WITH NORTHLAND TRUST SERVICES WITH THE FOLLOWING CONTACTS:

Rhonda Magee
PH:612-851-4931
rmagee@northlandtrust.com

Scott Miles
PH: 612-851-5914
smiles@northlandtrust.com

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #21-249

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF AUGUST 5, 2021 THROUGH AUGUST 18, 2021

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of August 5, 2021, through August 18, 2021, in the amount of $ 4,023,341.34 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 August 5, 2021, through August 18, 2021, in the amount of $ 4,023,341.34.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember Woestehoff, 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 24th day of August, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **5. 9.**

Meeting Date: 08/24/2021

Submitted For: Bruce Westby, Engineering/Public Works

By: Marsha Weidner, Engineering/Public Works

Information

Title

Adopt Resolution #21-231 Authorizing Partial Payment No. 4 to Kuechle Underground, Inc. of Kimball, MN. for Improvement Project #21-00, Riverdale Drive Improvements from Feldspar Street to Sunfish Lake Boulevard.

Purpose/Background:

Resolution and Pay Estimate No. 4 are attached.

Recommendation:

The Engineer Technician IV has inspected the completed work and recommends approving partial payment No. 4 to Kuechle Underground, Inc. of Kimball, Minnesota for Improvement Project #21-00, Riverdale Drive Reconstruction, from Feldspar Street to Sunfish Lake Boulevard, in the amount of $129,913.69.

Action:

Motion to Adopt Resolution #21-231 authorizing partial payment No. 4 to Kuechle Underground, Inc. of Kimball, Minnesota for Improvement Project #21-00, Riverdale Drive Reconstruction, from Feldspar Street to Sunfish Lake Boulevard, in the amount of $129,913.69.

Attachments

Resolution #21-231

Pay Estimate No. 4

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	08/19/2021 09:41 AM
Kurt Ulrich	Kurt Ulrich	08/19/2021 11:33 AM
Form Started By: Marsha Weidner		Started On: 08/09/2021 09:05 AM
Final Approval Date: 08/19/2021		

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

RESOLUTION #21-231

RESOLUTION AUTHORIZING PARTIAL PAYMENT NO. 4 TO KUECHLE UNDERGROUND, INC. FOR IMPROVEMENT PROJECT #21-00, RIVERDALE DRIVE RECONSTRUCTION, FELDSPAR STREET TO SUNFISH LAKE BOULEVARD

WHEREAS, the City proposes to reconstruct Riverdale Drive NW between Feldspar Street NW and Sunfish Lake Boulevard in 2021 under City Improvement Project #21-00; and

WHEREAS, pursuant to Ramsey City Council Resolution #20-248 adopted November 24, 2020, the City Council accepted the design services proposal of Bolton & Menk, Inc. for providing engineering services required to develop final plans and specifications for the purpose of soliciting bids for the construction of Improvement Project #21-00; and

WHEREAS, pursuant to Ramsey City Council Resolution #21-022 adopted January 26, 2021, the City Council approved final plans and specifications as prepared by Bolton & Menk, Inc. and authorized advertisements for bids for the construction of Improvement Project #21-00; and

WHEREAS, bids were advertised in the Anoka Union Herald and in Finance and Commerce on January 29th and February 5th, 2021; and

WHEREAS, eleven (11) bids were received, opened, and tabulated on March 2, 2021, and the bids were found to comply with the approved plans and specifications and advertisements for bids, and

WHEREAS, pursuant to Ramsey City Council Resolution #21-057 adopted March 9, 2021, the bid of Kuechle Underground Inc. of Kimball, Minnesota, in the amount of $771,913.13 for the construction of the said improvements was accepted; the Mayor and city Administrator were authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Ramsey; and

WHEREAS, pursuant to Ramsey City Council Resolution #21-128, adopted May 25, 2021, Kuechle Underground, Inc. incorporated the Dolomite Street Demolition work, as well as furnishing and installing 19 water gate valve boxes, in the amount of $73,988.48 into their contract for the Riverdale Drive Reconstruction project per Supplemental Agreement #1; and

WHEREAS, as of August 24, 2021 $658,264.05 has been paid to date; and

WHEREAS, the Engineer Technician IV has inspected the completed work and recommends partial payment No. 4 to Kuechle Underground, Inc. of Kimball, Minnesota for Improvement Project #21-00 Riverdale Drive Reconstruction, from Feldspar Street to Sunfish Lake Boulevard, in the amount of $129,913.69.

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

1.) That the City Council hereby authorizes partial payment No. 4 to Kuechle Underground, Inc. of Kimball, Minnesota for Improvement Project #21-00, Riverdale Drive Reconstruction, from Feldspar Street to Sunfish Lake Boulevard, in the amount of $129,913.69.

2.) The City Council authorizes the Mayor and City Administrator to sign the release form for this payment.

3.) The total amount of this payment is not included in resolutions approving payment of bills for the date of August 24, 2021.

4.) That the City of Ramsey Finance Department will be given a signed copy of this resolution.

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 August, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

Contractor's Application for Payment

Owner:	City of Ramsey	**Owner's Project No.:**	CP# 21-00; 21-07
Engineer:	Bolton & Menk, Inc.	**Engineer's Project No.:**	0R1.124017
Contractor:	Kuechle Underground, Inc.	**Agency's Project No.:**	SAP 199-108-004; 199-010-013
Project:	Riverdale Drive Improvements		
Contract:			

Application No.: 4 **Application Date:** 8/5/2021

Application Period: **From** 7/2/2021 **to** 7/30/2021

1. Original Contract Price	$	771,913.13
2. Net change by Change Orders	$	73,988.48
3. Current Contract Price (Line 1 + Line 2)	$	845,901.61
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	$	829,660.78
5. Retainage		
a. 5% X $ 829,660.78 Work Completed	$	41,483.04
b. ____ X $ - Stored Materials	$	-
c. Total Retainage (Line 5.a + Line 5.b)	$	41,483.04
6. Amount eligible to date (Line 4 - Line 5.c)	$	788,177.74
7. Less previous payments (Line 6 from prior application)	$	658,264.05
8. Amount due this application	$	129,913.69
9. Balance to finish, including retainage (Line 3 - Line 4)	$	16,240.83

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Kuechle Underground, Inc.

Signature: [signature] **Date:** 05 August, 2021

Name: DAVID BAKER **Title:** Project Manager

Recommended by Engineer		**Approved by Owner (City of Ramsey)**	
By:	[signature]	**By:**	[signature]
Name:	Kevin Kielb	**Name:**	Bruce Westby
Title:	Project Engineer	**Title:**	City Engineer
Date:	8/5/2021	**Date:**	8/11/21

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Ramsey	**Owner's Project No.:**	CP# 21-00; 21-07
Engineer:	Bolton & Menk, Inc.	**Engineer's Project No.:**	0R1.124017
Contractor:	Kuechle Underground, Inc.	**Contractor's Project No.:**	
Project:	Riverdale Drive Improvements	**Agency's Project No.:**	SAP 199-108-004; 199-010-013
Contract:			

Application No.: 4 **Application Period:** From 07/02/21 to 07/30/21 **Application Date:** 08/05/21

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
	Original Contract										
1	MOBILIZATION	1.00	LUMP SUM	25,000.00	25,000.00	1.00	25,000.00		25,000.00	100%	-
2	REMOVE CATCH BASIN	6.00	EACH	200.00	1,200.00	6.00	1,200.00		1,200.00	100%	-
3	REMOVE CASTING	9.00	EACH	50.00	450.00	16.00	800.00		800.00	178%	(350.00)
4	SALVAGE GATE VALVE & BOX	3.00	EACH	50.00	150.00	3.00	150.00		150.00	100%	-
5	REMOVE GATE VALVE & BOX	2.00	EACH	50.00	100.00	2.00	100.00		100.00	100%	-
6	REMOVE PIPE SEWERS (STORM)	240.00	LIN FT	8.00	1,920.00	203.00	1,624.00		1,624.00	85%	296.00
7	REMOVE WATER MAIN	30.00	LIN FT	0.01	0.30	20.00	0.20		0.20	67%	0.10
8	REMOVE CURB AND GUTTER	6,140.00	LIN FT	2.50	15,350.00	6,344.00	15,860.00		15,860.00	103%	(510.00)
9	SAWING CONCRETE PAVEMENT (FULL DEPTH)	60.00	LIN FT	3.00	180.00	59.00	177.00		177.00	98%	3.00
10	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	550.00	LIN FT	3.00	1,650.00	779.00	2,337.00		2,337.00	142%	(687.00)
11	REMOVE BITUMINOUS PAVEMENT (DRIVEWAY)	690.00	SQ YD	3.00	2,070.00	578.55	1,735.65		1,735.65	84%	334.35
12	REMOVE CONCRETE WALK	120.00	SQ YD	3.00	360.00	90.00	270.00		270.00	75%	90.00
13	REMOVE CONCRETE PAVEMENT	120.00	SQ YD	3.00	360.00	132.00	396.00		396.00	110%	(36.00)
14	SALVAGE LANDSCAPE ROCK	10.00	SQ YD	5.00	50.00	8.00	40.00		40.00	80%	10.00
15	COMMON EXCAVATION (EV) (P)	2,205.00	CU YD	17.00	37,485.00	2,205.00	37,485.00		37,485.00	100%	-
16	SUBGRADE EXCAVATION (EV)	100.00	CU YD	0.01	1.00	-	-		-		1.00
17	DEWATERING	1.00	LUMP SUM	5,000.00	5,000.00	1.00	5,000.00		5,000.00	100%	-
18	HAUL & STOCKPILE RECLAIM MATERIAL (LV) (P)	3,610.00	CU YD	8.00	28,880.00	4,018.00	32,144.00		32,144.00	111%	(3,264.00)
19	GRANULAR BORROW	150.00	TON	0.01	1.50	-	-		-		1.50
20	STREET SWEEPER (WITH PICKUP BROOM)	20.00	HOUR	150.00	3,000.00	12.50	1,875.00		1,875.00	63%	1,125.00
21	AGGREGATE BASE CLASS 5 MODIFIED (TRAIL)	400.00	TON	0.01	4.00	-	-		-		4.00
22	AGGREGATE BASE (CV) FROM STOCKPILE (DRIVEWAYS)	150.00	CU YD	0.01	1.50	-	-		-		1.50
23	AGGREGATE BASE (CV) FROM STOCKPILE (ROADWAY)	2,065.00	CU YD	0.01	20.65	2,065.00	20.65		20.65	100%	-
24	FULL DEPTH RECLAMATION (9") (P)	13,965.00	SQ YD	3.00	41,895.00	13,965.00	41,895.00		41,895.00	100%	-
25	TYPE 9.5 WEARING COURSE MIX (3,C) (TRAIL)	190.00	TON	76.00	14,440.00	231.15	17,567.40		17,567.40	122%	(3,127.40)
26	TYPE 9.5 WEARING COURSE MIX (3,C) (DRIVEWAY)	120.00	TON	116.00	13,920.00	146.02	16,938.32		16,938.32	122%	(3,018.32)
27	TYPE 9.5 WEARING COURSE MIX (3,C) (ROADWAY)	1,390.00	TON	67.00	93,130.00	1,185.69	79,441.23		79,441.23	85%	13,688.77
28	TYPE 12.5 NON WEARING COURSE MIX (3,C) (ROADWAY)	1,390.00	TON	62.00	86,180.00	1,390.00	86,180.00		86,180.00	100%	-
29	CONCRETE FLUME	3.00	EACH	750.00	2,250.00	3.00	2,250.00		2,250.00	100%	-
30	12" RC PIPE SEWER DESIGN 3006 CLASS III	15.00	LIN FT	57.50	862.50	-	-		-		862.50
31	15" RC PIPE SEWER DESIGN 3006 CLASS III	986.00	LIN FT	55.50	54,723.00	993.00	55,111.50		55,111.50	101%	(388.50)
32	27" RC PIPE SEWER DESIGN 3006 CLASS III	52.00	LIN FT	81.25	4,225.00	69.00	5,606.25		5,606.25	133%	(1,381.25)
33	15" PIPE PLUG	1.00	EACH	85.00	85.00	1.00	85.00		85.00	100%	-
34	CONNECT TO EXISTING STORM SEWER	3.00	EACH	1,875.00	5,625.00	3.00	5,625.00		5,625.00	100%	-
35	CONNECT TO EXISTING WATER MAIN	4.00	EACH	2,000.00	8,000.00	4.00	8,000.00		8,000.00	100%	-
36	8" GATE VALVE & BOX	1.00	EACH	1,875.00	1,875.00	1.00	1,875.00		1,875.00	100%	-
37	12" GATE VALVE & BOX	1.00	EACH	3,550.00	3,550.00	1.00	3,550.00		3,550.00	100%	-
38	INSTALL GATE VALVE & BOX	3.00	EACH	700.00	2,100.00	3.00	2,100.00		2,100.00	100%	-
39	ADJUST VALVE & BOX	19.00	EACH	500.00	9,500.00	-	-		-		9,500.00
40	RELOCATE HYDRANT & VALVE	1.00	EACH	1,575.00	1,575.00	1.00	1,575.00		1,575.00	100%	-
41	REPAIR WATER SERVICE	16.00	EACH	2,700.00	43,200.00	18.00	48,600.00		48,600.00	113%	(5,400.00)
42	6" WATERMAIN DUCTILE IRON CL 53	30.00	LIN FT	95.00	2,850.00	30.00	2,850.00		2,850.00	100%	-
43	WATERMAIN FITTINGS	132.00	POUND	8.00	1,056.00	151.00	1,208.00		1,208.00	114%	(152.00)
44	CASTING ASSEMBLY (STORM)	13.00	EACH	800.00	10,400.00	13.00	10,400.00		10,400.00	100%	-
45	CASTING ASSEMBLY (SANITARY)	9.00	EACH	1,000.00	9,000.00	9.00	9,000.00		9,000.00	100%	-
46	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPEC 2	1.00	EACH	20,000.00	20,000.00	1.00	20,000.00		20,000.00	100%	-
47	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	18.00	LIN FT	407.00	7,326.00	18.00	7,326.00		7,326.00	100%	-

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Ramsey
Engineer: Bolton & Menk, Inc.
Contractor: Kuechle Underground, Inc.
Project: Riverdale Drive Improvements
Contract:

Owner's Project No.: CP# 21-00; 21-07
Engineer's Project No.: 0R1.124017
Contractor's Project No.:
Agency's Project No.: SAP 199-108-004; 199-010-013

Application No.: 4 **Application Period:** From 07/02/21 to 07/30/21 **Application Date:** 08/05/21

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
48	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-402C	15.00	LIN FT	605.00	9,075.00	15.05	9,105.25		9,105.25	100%	(30.25)
49	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPEC 1	20.00	LIN FT	292.00	5,840.00	20.00	5,840.00		5,840.00	100%	-
50	6" CONCRETE WALK	2,640.00	SQ FT	8.00	21,120.00	2,250.00	18,000.00		18,000.00	85%	3,120.00
51	CONCRETE CURB & GUTTER DES B618	6,360.00	LIN FT	14.00	89,040.00	6,344.00	88,816.00		88,816.00	100%	224.00
52	6" CONCRETE DRIVEWAY PAVEMENT	110.00	SQ YD	54.00	5,940.00	110.00	5,940.00		5,940.00	100%	-
53	7" CONCRETE VALLEY GUTTER	50.00	SQ YD	90.00	4,500.00	50.00	4,500.00		4,500.00	100%	-
54	TRUNCATED DOMES	210.00	SQ FT	50.00	10,500.00	144.00	7,200.00		7,200.00	69%	3,300.00
55	RELOCATE MAIL BOX	9.00	EACH	150.00	1,350.00	11.00	1,650.00		1,650.00	122%	(300.00)
56	INSTALL LANDSCAPE ROCK	10.00	SQ YD	20.00	200.00	-	-		-		200.00
57	WIRE FENCE DESIGN 48V-9322	55.00	LIN FT	92.00	5,060.00	55.00	5,060.00		5,060.00	100%	-
58	TRAFFIC CONTROL	1.00	LUMP SUM	2,500.00	2,500.00	1.00	2,500.00		2,500.00	100%	-
59	STABILIZED CONSTRUCTION EXIT	1.00	LUMP SUM	900.00	900.00	1.00	900.00		900.00	100%	-
60	STORM DRAIN INLET PROTECTION	18.00	EACH	250.00	4,500.00	18.00	4,500.00		4,500.00	100%	-
61	SILT FENCE, TYPE MS	960.00	LIN FT	2.60	2,496.00	-	-		-		2,496.00
62	COMMON TOPSOIL BORROW	500.00	CU YD	23.00	11,500.00	528.00	12,144.00		12,144.00	106%	(644.00)
63	FERTILIZER TYPE 3	360.00	POUND	1.00	360.00	142.00	142.00		142.00	39%	218.00
64	SODDING TYPE LAWN	3,590.00	SQ YD	6.80	24,412.00	3,750.00	25,500.00		25,500.00	104%	(1,088.00)
65	SEEDING	1.20	ACRE	1,150.00	1,380.00	1.42	1,633.00		1,633.00	118%	(253.00)
66	SEEDING MIXTURE 25-131	400.00	POUND	3.00	1,200.00	231.10	693.30		693.30	58%	506.70
67	HYDRAULIC BONDED FIBER MATRIX	4,200.00	POUND	1.10	4,620.00	4,164.80	4,581.28		4,581.28	99%	38.72
68	4" SOLID LINE MULTI COMP	3,100.00	LIN FT	0.26	806.00	3,335.00	867.10		867.10	108%	(61.10)
69	4" DBLE SOLID LINE MULTI COMP	2,750.00	LIN FT	0.52	1,430.00	2,887.00	1,501.24		1,501.24	105%	(71.24)
70	CROSSWALK MULTI COMP	258.00	SQ FT	8.46	2,182.68	258.00	2,182.68		2,182.68	100%	-
							-		-		-
							-		-		-
				Original Contract Totals	$ 771,913.13		$ 756,654.05	$ -	$ 756,654.05	98%	$ 15,259.08

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Ramsey
Engineer: Bolton & Menk, Inc.
Contractor: Kuechle Underground, Inc.
Project: Riverdale Drive Improvements
Contract:

Owner's Project No.: CP# 21-00; 21-07
Engineer's Project No.: 0R1.124017
Contractor's Project No.:
Agency's Project No.: SAP 199-108-004; 199-010-013

Application No.: 4 **Application Period:** From 07/02/21 to 07/30/21 **Application Date:** 08/05/21

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
	Change Orders										
SA1	MOBILIZATION	1.00	LUMP SUM	12,000.00	12,000.00	1.00	12,000.00		12,000.00	100%	-
SA2	REMOVE PIPE CULVERTS	95.00	LIN FT	11.00	1,045.00	95.00	1,045.00		1,045.00	100%	-
SA3	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	145.00	LIN FT	3.50	507.50	146.00	511.00		511.00	101%	(3.50)
SA4	COMMON EXCAVATION (EV) (P)	160.00	CU YD	20.00	3,200.00	160.00	3,200.00		3,200.00	100%	-
SA5	HAUL & STOCKPILE RECLAIM MATERIAL	235.00	CU YD	9.20	2,162.00	451.00	4,149.20		4,149.20	192%	(1,987.20)
SA6	AGGREGATE SURFACING (CV) CLASS 5	16.00	CU YD	52.00	832.00	16.00	832.00		832.00	100%	-
SA7	STREET SWEEPER (WITH PICKUP BROOM)	4.00	HOUR	175.00	700.00	4.00	700.00		700.00	100%	-
SA8	FULL DEPTH RECLAMATION (6") (P)	1,740.00	SQ YD	3.50	6,090.00	1,740.00	6,090.00		6,090.00	100%	-
SA9	PORTABLE PRECAST CONCRETE BARRIER DES 8337	120.00	LIN FT	21.00	2,520.00	120.00	2,520.00		2,520.00	100%	-
SA10	TRAFFIC CONTROL	1.00	LUMP SUM	2,900.00	2,900.00	1.00	2,900.00		2,900.00	100%	-
SA11	TEMPORARY IMPACT ATTENUATOR	1.00	AMBY	3,500.00	3,500.00	1.00	3,500.00		3,500.00	100%	-
SA12	STABILIZED CONSTRUCTION EXIT	1.00	LUMP SUM	2,100.00	2,100.00	1.00	2,100.00		2,100.00	100%	-
SA13	SEDITMENT CONTROL LOG TYPE COMPOST	600.00	LIN FT	3.75	2,250.00	-	-		-		2,250.00
SA14	SEDIMENT REMOVAL VAC TRUCK	4.00	HOUR	355.62	1,422.48	4.00	1,422.48		1,422.48	100%	-
SA15	COMMON TOPSOIL BORROW	325.00	CU YD	26.00	8,450.00	326.00	8,476.00		8,476.00	100%	(26.00)
SA16	FERTILIZER TYPE 3	155.00	POUND	0.85	131.75	90.00	76.50		76.50	58%	55.25
SA17	EROSION CONTROL BLANKETS CATEGORY 3N	550.00	SQ YD	2.30	1,265.00	-	-		-		1,265.00
SA18	SEEDING	0.50	ACRE	1,325.00	662.50	0.25	331.25		331.25	50%	331.25
SA19	SEEDING MIXTURE 25-121	55.00	POUND	5.35	294.25	30.00	160.50		160.50	55%	133.75
SA20	HYDRAULIC BONDED FIBER MATRIX	1,470.00	POUND	1.30	1,911.00	456.00	592.80		592.80	31%	1,318.20
SA21	4" SOLID LINE MULTI COMP	180.00	LIN FT	8.70	1,566.00	-	-		-		1,566.00
SA22	REMOVE VALVE BOX	19.00	EACH	430.00	8,170.00	16.00	6,880.00		6,880.00	84%	1,290.00
SA23	VALVE BOX	19.00	EACH	970.00	18,430.00	16.00	15,520.00		15,520.00	84%	2,910.00
					-		-		-		-
					-		-		-		-
					-		-		-		-
					-		-		-		-
				Change Order Totals	$ 82,109.48		$ 73,006.73	$ -	$ 73,006.73	89%	$ 9,102.75
					Original Contract and Change Orders						
				Project Totals	$ 854,022.61		$ 829,660.78	$ -	$ 829,660.78	97%	$ 24,361.83

EJCDC C-620 Contractor's Application for Payment
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CC Regular Session **5. 10.**

Meeting Date: 08/24/2021

Submitted For: Bruce Westby, Engineering/Public Works

By: Marsha Weidner, Engineering/Public Works

Information

Title

Adopt Resolution #21-233 Authorizing Partial Payment No. 1 to North Valley, Inc. for Improvement Project #21-03, for Business Park 95 Street Reconstruction.

Purpose/Background:

Resolution and Pay Estimate No. 1 are attached.

Recommendation:

The Engineer Technician IV has inspected the completed work and recommends approving partial payment No. 1 to North Valley, Inc. of Nowthen, Minnesota, for Business Park 95 Street Reconstruction, Improvement Project #21-03 in the amount of $616,530.77

Action:

Motion to adopt Resolution #21-233 authorizing partial payment No. 1 to North Valley, Inc. of Nowthen, Minnesota, for Business Park 95 Street Reconstruction, Improvement Project #21-03 in the amount of $616,530.77.

Attachments

Resolution #21-233

Pay Estimate No. 1

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	08/19/2021 09:54 AM
Kurt Ulrich	Kurt Ulrich	08/19/2021 11:34 AM
Form Started By: Marsha Weidner		Started On: 08/09/2021 09:08 AM
Final Approval Date: 08/19/2021		

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

RESOLUTION #21-233

RESOLUTION AUTHORIZING PARTIAL PAYMENT NO. 1 TO NORTH VALLEY, INC. FOR IMPROVEMENT PROJECT #21-03, FOR BUSINESS PARK 95 STREET RECONSTRUCTION

WHEREAS, the City of Ramsey proposes to reconstruct streets within the Business Park 95 subdivision including McKinley Street, Unity Street, Radium Street, and 140th Avenue in 2021 as identified in the 2021-2030 Capital Improvement Program; and

WHEREAS, pursuant to Ramsey City Council resolution #20-259, adopted November 10, 2020, the City Council accepted the quotes of Bolton & Menk, Inc. to provide topographic survey services and Chosen Valley Testing for the geotechnical evaluation services required to design and prepare plans and specifications for said improvements; and

WHEREAS, City Staff received the topographic survey and geotechnical evaluations and has the capacity to prepare plans and specifications for improvement project #21-03, Business Park 95 Street Reconstructions; and

WHEREAS, pursuant to Ramsey City Council resolution #21-010, adopted January 12, 2021, the City Engineer has prepared plans and specifications for the purpose of advertising for bids for the same improvements; and

WHEREAS, pursuant to Ramsey City Council resolution #21-060, adopted March 23, 2021, the City Council approved final plans and specifications as prepared by the City Engineer and authorized advertisement for bids for said improvements; and

WHEREAS, five (5) bids were received, opened, and tabulated on April 19, 2021, and the following bids were found to comply with the approved plans and specifications and advertisements for bids; and

WHEREAS, pursuant to Ramsey City Council Resolution #21-106 adopted April 27, 2021, the bid of North Valley, Inc., of Nowthen, Minnesota, in the amount of $942,685.58, for the construction of said improvements was accepted, and the Mayor and city Administrator were authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Ramsey; and

WHEREAS, as of August 24, 2021 $0.00 has been paid to date; and

WHEREAS, the Engineer Technician IV has inspected the completed work and recommends partial payment No. 1 to North Valley, Inc. of Nowthen, Minnesota, for Business Park 95 Street Reconstruction, Improvement Project #21-03 in the amount of $616,530.77.

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

1) That the City Council hereby authorizes partial payment No. 1 to North Valley, Inc. of Nowthen, Minnesota for Improvement Project #21-03, Business Park 95 Street Reconstruction, in the amount of $616,530.77

2) The City Council authorizes the Mayor and City Administrator to sign and release form for this payment.

3) The total amount of this payment is not included in resolutions approving payment of bills for the date of August 24, 2021.

4) That the City of Ramsey Finance Department will be given a signed copy of this resolution.

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 August, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

Pay Estimate Summary Sheet

Estimate Number:	1 Partial
Project Number:	21-03
Project Name:	Business Park 95 Street Reconstruction
Period Ending	July 31, 2021
Contractor:	North Valley, Inc.
Address:	20015 Iguana Street NW, Suite 100, Nowthen, MN 55330

1	Original Contract Amount			$ 942,685.58
2	Change Order(s)	No. ____ Thru No. ____		$ -
3	Total Funds Encumbered			$ 942,685.58
4	Value of Work Completed			$ 648,979.76
	Value of Work Remaining		$ 293,705.82	
	Percent Complete		69%	
5	Retainage	5 %		$ 32,448.99
6	Previous Payment(s)			$ -
7	Deductions or Charges			
8	Total Retainage, Payments & Deductions (Lines 5+6+7)			$ 32,448.99
	Payment Due (Lines 4-8)			$ 616,530.77

Certification of Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between owner and the undersigned Contractor, and as amended by any authorized changes and the foregoing is a true and correct statement of the contract amount for the period covered by this estimate.

North Valley, Inc.	Timothy P. Erickson
Contractor Name	Print Name
Secretary / Treasurer	
Title	Signature
	August 6, 2021
	Date

City of Ramsey Approval

	8/6/2021
Signature (Project Engineer)	Date
	8/11/21
Signature (City Engineer)	Date

Business Park 95 Street Reconstruction
I.P. 21-03
Estimate No. 1 **Partial**
Period Ending July 31, 2021

BASE CONSTRUCTION

Item No.	MnDOT No.	Item Description	CONTRACT AMOUNT Unit	Estimated Quantity	Unit Price	Extended Total	COMPLETED THIS PERIOD Quantity	Extended Total	COMPLETED TO DATE Quantity	Extended Total
1	2021.501	Mobilization	LS	1.0	$ 18,157.55	$ 18,157.55	0.8	$ 14,526.04	0.8	$ 14,526.04
2	2104.502	Remove Pipe Apron	EA	1	$ 180.57	$ 180.57	1	$ 180.57	1	$ 180.57
3	2104.502	Salvage & Install Mal Box Support	EA	10	$ 133.51	$ 1,335.10	0	$ -	0	$ -
4	2104.503	Remove Concrete Curb and Gutter	LF	4090	$ 2.91	$ 11,901.90	4542	$ 13,217.22	4542	$ 13,217.22
5	2104.503	Remove Sewer Pipe (Storm)	LF	681	$ 9.63	$ 6,558.03	681	$ 6,558.03	681	$ 6,558.03
6	2104.503	Sawing Bituminous Pavement (Full Depth)	LF	1195	$ 1.98	$ 2,366.10	1040	$ 2,059.20	1040	$ 2,059.20
7	2104.503	Sawing Concrete Pavement (Full Depth)	LF	726	$ 4.11	$ 2,983.86	501	$ 2,059.11	501	$ 2,059.11
8	2104.504	Remove Bituminous Pavement	SY	1011	$ 4.73	$ 4,782.03	1351	$ 6,390.23	1351	$ 6,390.23
9	2104.504	Remove Concrete Pavement	SY	148	$ 7.27	$ 1,075.96	239	$ 1,737.53	239	$ 1,737.53
10	2104.504	Remove Concrete Valley Gutter	SY	29	$ 18.56	$ 538.24	33	$ 612.48	33	$ 612.48
11	2104.504	Remove Gravel Surface	SY	47	$ 1.07	$ 50.29	60	$ 64.20	60	$ 64.20
12	2105.504	Geotextile Fabric Type 4	SY	42	$ 6.02	$ 252.84	42	$ 252.84	42	$ 252.84
13	2105.507	Common Excavation (EV)	CY	76	$ 19.23	$ 1,461.48	118	$ 2,269.14	118	$ 2,269.14
14	2105.607	Haul & Stockpile Reclaim Material (LV)	CY	3344	$ 8.85	$ 29,594.40	2769	$ 24,505.65	2769	$ 24,505.65
15	2112.519	Subgrade Preparation	RDST	56	$ 204.95	$ 11,477.20	56	$ 11,477.20	56	$ 11,477.20
16	2211.507	Aggregate Base Class 5 Modified (CV)	CY	363	$ 0.01	$ 3.63	0	$ -	0	$ -
17	2215.504	Full Depth Reclamation (10.0")	SY	24076	$ 1.10	$ 26,483.60	24226	$ 26,648.60	24226	$ 26,648.60
18	2232.504	Mill Bituminous Surface (2.0")	SY	213	$ 5.34	$ 1,137.42	0	$ -	0	$ -
19	2357.506	Bituminous Material for Tack Coat	GAL	1703	$ 2.83	$ 4,819.49	25	$ 70.75	25	$ 70.75
20	2360.509	Type SP 12.5 Non Wearing Course Mixture (3,C) 2.0"	TON	2675	$ 62.07	$ 166,037.25	2573	$ 159,706.11	2573	$ 159,706.11
21	2360.509	Type SP 12.5 Non Wearing Course Mixture (3,C) Driveways 2.0"	TON	88	$ 125.34	$ 11,029.92	118	$ 14,790.12	118	$ 14,790.12
22	2360.509	Type SP 9.5 Wearing Course Mixture (3,C) 2.0"	TON	2675	$ 65.29	$ 174,650.75	0	$ -	0	$ -
23	2360.509	Type SP 9.5 Wearing Course Mixture (3,C) Driveways 2.0"	TON	88	$ 128.26	$ 11,286.88	9	$ 1,154.34	9	$ 1,154.34
24	2501.502	30" RC Pipe Apron	EA	1	$ 2,527.93	$ 2,527.93	1	$ 2,527.93	1	$ 2,527.93
25	2501.602	Safety Grate for 30" RC Pipe Apron	EA	1	$ 1,805.66	$ 1,805.66	1	$ 1,805.66	1	$ 1,805.66
26	2503.503	12" RC Pipe Sewer Design 3006 Class III	LF	170	$ 50.56	$ 8,595.20	170	$ 8,595.20	170	$ 8,595.20
27	2503.503	15" RC Pipe Sewer Design 3006 Class III	LF	105	$ 66.21	$ 6,952.05	105	$ 6,952.05	105	$ 6,952.05
28	2503.503	18" HDPE Pipe Sewer	LF	23	$ 81.86	$ 1,882.78	23	$ 1,882.78	23	$ 1,882.78
29	2503.503	18" RC Pipe Sewer Design 3006 Class III	LF	179	$ 78.25	$ 14,006.75	179	$ 14,006.75	179	$ 14,006.75
30	2503.503	30" HDPE Pipe Sewer	LF	30	$ 74.63	$ 2,238.90	30	$ 2,238.90	30	$ 2,238.90
31	2503.503	30" RC Pipe Sewer Design 3006 Class III	LF	204	$ 126.40	$ 25,785.60	204	$ 25,785.60	204	$ 25,785.60
32	2503.602	Connect to Existing Storm Sewer	EA	19	$ 1,444.53	$ 27,446.07	19	$ 27,446.07	19	$ 27,446.07
33	2503.602	Grout Catch Basin	EA	3	$ 421.32	$ 1,263.96	3	$ 1,263.96	3	$ 1,263.96
34	2503.602	Reset Catch Basin	EA	21	$ 133.51	$ 2,803.71	7	$ 934.57	7	$ 934.57
35	2504.602	Adjust Valve Box	EA	27	$ 240.32	$ 6,488.64	0	$ -	0	$ -
36	2506.502	Adjust Frame and Ring Casting	EA	21	$ 560.75	$ 11,775.75	0	$ -	0	$ -
37	2511.507	Randon Rip Rap Class III	CY	12	$ 95.10	$ 1,141.20	12	$ 1,141.20	12	$ 1,141.20
38	2531.503	Concrete Curb & Gutter Design B618	LF	4090	$ 24.03	$ 98,282.70	2947	$ 70,816.41	2947	$ 70,816.41
39	2531.504	Concrete Pavement 6.0" Driveways	SY	148	$ 57.68	$ 8,536.64	194	$ 11,189.92	194	$ 11,189.92
40	2531.604	7" Concrete Valley Gutter	SY	62	$ 76.90	$ 4,767.80	31	$ 2,383.90	31	$ 2,383.90
41	2531.604	8" Concrete Valley Gutter Driveways	SY	736	$ 86.52	$ 63,678.72	817	$ 70,686.84	817	$ 70,686.84
42	2540.601	Landscape Restoration	LS	1	$ 1,602.14	$ 1,602.14	0	$ -	0	$ -
43	2540.602	Temporary Mail Box Cluster	EA	1	$ 614.16	$ 614.16	0	$ -	0	$ -
44	2563.601	Traffic Control	LS	1	$ 3,204.28	$ 3,204.28	0.5	$ 1,602.14	0.5	$ 1,602.14
45	2573.502	Storm Drain Inlet Protection	EA	26	$ 90.79	$ 2,360.54	26	$ 2,360.54	26	$ 2,360.54
46	2573.503	Silt Fence	LF	32	$ 10.68	$ 341.76	32	$ 341.76	32	$ 341.76
47	2574.507	Topsoil (LV)	CY	100	$ 37.38	$ 3,738.00	0	$ -	0	$ -
48	2575.504	Sodding Type Lawn	SY	688	$ 17.09	$ 11,757.92	0	$ -	0	$ -
BASE CONSTRUCTION TOTAL			**$**			**801,763.35**	**$**	**542,241.54**	**$**	**542,241.54**

ALTERNATIVE A			CONTRACT AMOUNT				COMPLETED THIS PERIOD		COMPLETED TO DATE	
Item No.	MnDOT No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Total	Quantity	Extended Total	Quantity	Extended Total
1	2101.501	Clearing and Grubbing	LS	1	$ 534.05	$ 534.05	1	$ 534.05	1	$ 534.05
2	2104.502	Remove Pipe Apron	EA	3	$ 180.57	$ 541.71	3	$ 541.71	3	$ 541.71
3	2104.503	Remove Sewer Pipe (Storm)	LF	158	$ 7.22	$ 1,140.76	158	$ 1,140.76	158	$ 1,140.76
4	2104.503	Sawing Bituminous Pavement (Full Depth)	LF	29	$ 1.98	$ 57.42	31	$ 61.38	31	$ 61.38
5	2104.504	Remove Bituminous Pavement	SY	78	$ 4.73	$ 368.94	47	$ 222.31	47	$ 222.31
6	2104.504	Remove Gravel Surface	SY	475	$ 1.07	$ 508.25	0	$ -	0	$ -
7	2104.507	Remove Rip Rap	CY	40	$ 24.08	$ 963.20	40	$ 963.20	40	$ 963.20
8	2105.504	Geotextile Fabric Type 4	SY	120	$ 6.02	$ 722.40	120	$ 722.40	120	$ 722.40
9	2105.507	Common Excavation (EV)	CY	700	$ 6.16	$ 4,312.00	894	$ 5,507.04	894	$ 5,507.04
10	2106.507	Granular Embankment (CV)	CY	185	$ 7.69	$ 1,422.65	0	$ -	0	$ -
11	2106.507	Select Granular Embankment (CV)	CY	852	$ 4.84	$ 4,123.68	0	$ -	0	$ -
12	2112.519	Subgrade Preparation	RDST	3	$ 322.75	$ 968.25	3	$ 968.25	3	$ 968.25
13	2211.507	Aggregate Base Class 5 Modified (Use Reclaim)	CY	437	$ 11.55	$ 5,047.35	0	$ -	0	$ -
14	2357.506	Bituminous Material for Tack Coat	GAL	131	$ 2.83	$ 370.73	0	$ -	0	$ -
15	2360.509	Type SP 12.5 Non Wearing Course Mixture (3,C) 2.0"	TON	196	$ 62.06	$ 12,163.76	196	$ 12,163.76	196	$ 12,163.76
16	2360.509	Type SP 12.5 Non Wearing Course Mixture (3,C) Driveways 2.0"	TON	9	$ 125.34	$ 1,128.06	9	$ 1,128.06	9	$ 1,128.06
17	2360.509	Type SP 9.5 Wearing Course Mixture (3,C) 2.0"	TON	196	$ 65.28	$ 12,794.88	0	$ -	0	$ -
18	2360.509	Type SP 9.5 Wearing Course Mixture (3,C) Driveways 2.0"	TON	9	$ 128.25	$ 1,154.25	9	$ 1,154.25	9	$ 1,154.25
19	2501.502	30" RC Pipe Apron	EA	1	$ 2,527.93	$ 2,527.93	1	$ 2,527.93	1	$ 2,527.93
20	2501.502	42" RC Pipe Apron	EA	2	$ 3,009.44	$ 6,018.88	2	$ 6,018.88	2	$ 6,018.88
21	2501.602	Safety Grate for 42" RC Pipe Apron	EA	2	$ 2,287.18	$ 4,574.36	2	$ 4,574.36	2	$ 4,574.36
22	2501.602	Safety Grate for 30" RC Pipe Apron	EA	1	$ 1,805.66	$ 1,805.66	1	$ 1,805.66	1	$ 1,805.66
23	2503.503	30" RC Pipe Sewer Design 3006 Class III	LF	57	$ 126.40	$ 7,204.80	57	$ 7,204.80	57	$ 7,204.80
24	2503.503	42" RC Pipe Sewer Design 3006 Class III	LF	119	$ 216.68	$ 25,784.92	119	$ 25,784.92	119	$ 25,784.92
25	2503.602	Connect to Existing Storm Sewer	EA	1	$ 1,444.53	$ 1,444.53	1	$ 1,444.53	1	$ 1,444.53
26	2504.604	4" Polystyrene Insulation	SY	4	$ 20.47	$ 81.88	8	$ 163.76	8	$ 163.76
27	2506.502	Adjust Frame and Ring Casting	EA	2	$ 560.75	$ 1,121.50	0	$ -	0	$ -
28	2506.502	Casting Assembly (Storm)	EA	1	$ 667.56	$ 667.56	1	$ 667.56	1	$ 667.56
29	2506.502	Construct Drainage Sructure Design 60-4020	EA	1	$ 7,824.54	$ 7,824.54	1	$ 7,824.54	1	$ 7,824.54
30	2511.507	Randon Rip Rap Class III	CY	33	$ 95.10	$ 3,138.30	33	$ 3,138.30	33	$ 3,138.30
31	2531.503	Concrete Curb & Gutter Design B618	LF	633	$ 24.03	$ 15,210.99	681	$ 16,364.43	681	$ 16,364.43
32	2531.604	8" Concrete Valley Gutter Driveways	SY	17	$ 86.52	$ 1,470.84	20	$ 1,730.40	20	$ 1,730.40
33	2573.502	Storm Drain Inlet Protection	EA	1	$ 90.78	$ 90.78	1	$ 90.78	1	$ 90.78
34	2573.503	Silt Fence	LF	600	$ 3.47	$ 2,082.00	660	$ 2,290.20	660	$ 2,290.20
35	2574.507	Topsoil (LV)	CY	105	$ 37.38	$ 3,924.90	0	$ -	0	$ -
36	2575.504	Sodding Type Lawn	SY	714	$ 10.68	$ 7,625.52	0	$ -	0	$ -
ALTERNATIVE A TOTAL			$			140,922.23	$	106,738.22	$	106,738.22
ORIGINAL CONTRACT GRAND TOTAL			$			942,685.58	$	648,979.76	$	648,979.76

Internal City Use Only				
Pavement Management Funds		$ 190,669.43		$ 190,669.43
Storm Water Utility Funds		$ 165,931.66		$ 165,931.66
Public Improvement Revolving Funds		$ 42,378.67		$ 42,378.67
2020 Budgeted Funds ($250K)		$ 250,000.00		$ 250,000.00
Total Funds		$ 648,979.76		$ 648,979.76

CC Regular Session **5. 11.**

Meeting Date: 08/24/2021

Submitted For: Bruce Westby, Engineering/Public Works

By: Marsha Weidner, Engineering/Public Works

Information

Title

Adopt Resolution #21-234 Approving Change Order #1 for Business Park 95 Street Reconstructions, Improvement Project #21-03

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #21-234 approving Change Order #1 for Business Park 95 Street Reconstructions, Improvement Project #21-03.

Background:

The purpose of Change Order #1 in the amount of $9,750.00 is to allow the contractor to replace damaged watermain gate valve boxes, which were damaged while lowering the valve boxes prior to reclamation of the existing bituminous pavement and aggregate base. Gate valve boxes are designed to screw up and down, however, the existing valve boxes were locked in place and could not be adjusted requiring removal and replacement to complete the work per approved plans and specifications and to allow continued access to the watermain gate valves within the project area.

A copy of Change Order #1 is attached, including the Contractor's and the City Engineer's signatures.

The work covered by this Change Order has been completed as this work was necessary to allow the project to continue without delays. No extension of time is approved as part of Change Order #1.

Payment for work covered by Change Order #1 will be paid with water utility funds.

Recommendation:

Staff recommends adopting Resolution #21-234 approving Change Order #1 for Business Park 95 Street Reconstructions, Improvement Project #21-03.

Action:

Adopt Resolution #21-234 approving Change Order #1 for Business Park 95 Street Reconstructions, Improvement Project #21-03.

Attachments

Res 21-234

IP 21-03 Change Order #1

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	08/19/2021 10:17 AM
Kurt Ulrich	Kurt Ulrich	08/19/2021 11:35 AM
Form Started By: Marsha Weidner		Started On: 08/09/2021 09:11 AM

Final Approval Date: 08/19/2021

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

RESOLUTION #21-234

RESOLUTION APPROVING CHANGE ORDER #1 FOR BUSINESS PARK 95 STREET RECONSTRUCTION, IMPROVEMENT PROJECT #21-03

WHEREAS, the City of Ramsey proposes to reconstruct streets within the Business Park 95 subdivision including McKinley Street, Unity Street, Radium Street, and 140th Avenue in 2021 as identified in the 2021-2030 Capital Improvement Program; and

WHEREAS, pursuant to Ramsey City Council resolution #20-259, adopted November 10, 2020, the City Council accepted the quotes of Bolton & Menk, Inc. to provide topographic survey services and Chosen Valley Testing for the geotechnical evaluation services required to design and prepare plans and specifications for said improvements; and

WHEREAS, City Staff received the topographic survey and geotechnical evaluations and has the capacity to prepare plans and specifications for improvement project #21-03, Business Park 95 Street Reconstructions; and

WHEREAS, pursuant to Ramsey City Council resolution #21-010, adopted January 12, 2021, the City Engineer has prepared plans and specifications for the purpose of advertising for bids for the same improvements; and

WHEREAS, pursuant to Ramsey City Council resolution #21-060, adopted March 23, 2021, the City Council approved final plans and specifications as prepared by the City Engineer and authorized advertisement for bids for said improvements; and

WHEREAS, pursuant to Ramsey City Council Resolution #21-106 adopted April 27, 2021, the bid of North Valley, Inc., of Nowthen, Minnesota, in the amount of $942,685.58, for the construction of said improvements was accepted, and the Mayor and city Administrator were authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Ramsey; and

WHEREAS, Change Order #1 in the amount of $9,750.00 will allow for the replacement of damaged watermain gate valve box sections, which the approved plans and specifications did not account for.

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

1) The City Council hereby approved Change Order #1 in the total amount of $9,750.00 for North Valley, Inc. to remove and replace watermain gate valve box sections for Business Park 95 Street Reconstructions, Improvement Project #21-03.

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 August, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

CHANGE ORDER NO 1

Date: August 6, 2021
Project: Business Park 95 Street Reconstructions
City Improvement Project #21-03
Contractor: North Valley, Inc.
Award Date: April 27, 2021

Contract Modifications:

Add Item, Remove & Replace Valve Box Section; 30 each @ $325.00 per each = $9,750.00

Cost of Change:

Original Contract Price:	**$ 942,685.58**
Previous Change Orders:	**$ 0.00**
Change in Contract Price due this Change Order:	**$ 9,750.00**
Total Contract Price including this Change Order:	**$ 952,435.58**

This document will become a supplement to the contract and all provisions will apply hereto.

Recommended: _____ City Engineer — 8/6/21 Date

Approved by: _____ City Administrator — _____ Date

Accepted: _____ Contractor — 8/6/21 Date

CHANGE IN CONTRACT TIME

Due to this change, the Contract Time:

- ☐ is Increased by ☐ ____ Working Days
- ☐ is Decreased by ☐ ____ Calendar Days
- ☒ is not changed.
- ☐ May be revised if the work affected the controlling operation.

CC Regular Session **5. 12.**

Meeting Date: 08/24/2021

Submitted For: Bruce Westby, Engineering/Public Works

By: Marsha Weidner, Engineering/Public Works

Information

Title

Adopt Resolution #21-235 Authorizing Final Payment to Douglas Kerr Underground, LLC for Improvement Project #20-04, Puma Street Improvements.

Purpose/Background:

Resolution and Final Pay Estimate are attached.

Observations/Alternatives:

Issuing final payment will be contingent on receipt of the following items from Douglas-Kerr Underground, LLC:

1. IC 134 (Contractor's Withholding Affidavit showing compliance with the provisions of Minnesota Statute 290.92 requiring withholding state income tax)
2. Waiver of Mechanic's Lien Rights (Affidavits that all claims against Douglas-Kerr Underground, LLC by reasons of the contract have been fully paid or satisfactorily secured)
3. Consent of Surety to Final Payment (Certification from the contractor's surety)

Following receipt of these items, final payment will be issued.

Recommendation:

The Engineer Technician IV has inspected the completed work and recommends final payment to Douglas Kerr Underground, LLC of Mora, Minnesota for Improvement Project #20-04, Puma Street Improvements, in the amount of $31,953.83.

Action:

Motion to Adopt Resolution #21-235 Authorizing Final Payment to Douglas Kerr Underground, LLC of Mora, Minnesota for Improvement Project #20-04, Puma Street Improvements, in the amount of $31,953.83.

Attachments

Resolution #21-235

Pay Estimate Final

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	08/19/2021 10:24 AM
Kurt Ulrich	Kurt Ulrich	08/19/2021 11:36 AM
Form Started By: Marsha Weidner		Started On: 08/09/2021 09:13 AM
Final Approval Date: 08/19/2021		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #21-235

RESOLUTION AUTHORIZING FINAL PAYMENT TO DOUGLAS-KERR UNDERGROUND, LLC FOR IMPROVEMENT PROJECT #20-04, PUMA STREET IMPROVEMENTS.

WHEREAS, pursuant to Ramsey City Council Resolution #20-015, adopted February 24, 2020, the City Engineer instructed to prepare a Feasibility Report with reference to proposed street, trail, and trunk utility improvements to approximately 1,050 feet of Puma Street between 150th Lane NW and Alpine Drive NW, and other appurtenant work. A Public Hearing was ordered for March 10, 2020 at 7 p.m., where the City Council would consider the proposed improvements for said streets in accordance with the Feasibility Report; and

WHEREAS, pursuant to Ramsey City Council Resolution #20-043, adopted March 10, 2020, the Public Hearing was postponed to March 24, 2020, to allow sufficient time to mail notices to benefiting property owners and to publish notice twice in the City's official newspaper as required by law; and

WHEREAS, the City Clerk gave mailed and published notice of such hearing and improvements as required by law; and

WHEREAS, pursuant to Ramsey City Council Resolution #20-043A, adopted March 24, 2020, the City Council conducted a Public Hearing, approved the Feasibility Report, and ordered the City Engineer to prepare plans and specifications for the making of such improvements; and

WHEREAS, benefiting properties are proposed to be assessed for all or a portion of the cost of the improvements, pursuant to Minnesota Statutes Chapter 429, Chapter 8 of the City Charter, and the City's Special Assessments Policy; and

WHEREAS, pursuant to Ramsey City Council Resolution #20-106 adopted May 26, 2020, the City Council approved plans and specifications and authorized advertisements for bids for said improvements; and

WHEREAS, bids were advertised in the Anoka Union Herald and in Finance and Commerce on May 29 and June 5, 2020, and twelve bids were received, opened, and tabulated on June 19, 2020; and

WHEREAS, pursuant to Ramsey City Council Resolution #20-130, adopted June 23, 2020, the low bid of Douglas-Kerr Underground, LLC. of Mora, Minnesota, was accepted in the amount of $622,062.11 for the total bid for construction of said improvements in accordance with the approved plans and specifications and advertisement for bids, and a Contract for construction was awarded to said bidder.

WHEREAS, pursuant to Ramsey City Council Resolution #20-141, adopted July 14, 2020 the City Administrator was authorized and directed to request funds from the Anoka Housing and Redevelopment Authority for and on behalf of the City of Ramsey in the amount of $490,000 for said improvements.

WHEREAS, as of August 24, 2021 $570,526.91 has been paid to date; and

WHEREAS, the Engineer Technician IV has inspected the completed work and recommends final payment to Douglas Kerr Underground, LLC of Mora, Minnesota for Improvement Project #20-04, Puma Street Improvements, in the amount of $31,953.83.

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

1) The City Council authorizes final payment to Douglas Kerr Underground, LLC of Mora, Minnesota for Improvement Project #20-04, Puma Street Improvements, in the amount of $31,953.83.

2) That the total amount of this payment is not included in resolutions approving payment of bills for the date of August 24, 2021.

3) That the City of Ramsey Finance Department will be given a signed copy of this resolution.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 24th day of August, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACTOR'S PAY REQUEST 2020 PUMA STREET IMPROVEMENTS SAP 199-109-007 CITY OF RAMSEY CITY PROJECT NO. 20-04 BMI PROJECT NO. R12.121681	DISTRIBUTION: CONTRACTOR (1) OWNER (1) ENGINEER (1) BONDING CO. (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	$622,062.11
TOTAL, COMPLETED WORK TO DATE	$602,480.74
TOTAL, STORED MATERIALS TO DATE	$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	$602,480.74
RETAINED PERCENTAGE (0%)	$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	$602,480.74
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$570,526.91
PAY CONTRACTOR AS ESTIMATE NO. FINAL	$31,953.83

Certificate for Final Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor: Douglas-Kerr Underground, L.L.C.
P O Box 85
Mora, MN 55051

By _____ Manager
Name Title

Date 8-6-21

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: BOLTON & MENK, INC., 7533 Sunwood Drive NW, Suite 206, Ramsey, MN 55303

By _____, PROJECT ENGINEER

Date 7/30/2021

APPROVED FOR PAYMENT:
OWNER: CITY OF RAMSEY

By _____ Aaron Madsen ENG TECH IV 8/9/21
Name Title Date

And _____ Bruce Westby City Engineer 8/11/21
Name Title Date

FINAL Pay Estimate

2020 PUMA STREET IMPROVEMENTS

SAP 199-109-007

CITY OF RAMSEY

CITY PROJECT NO. 20-04

BMI PROJECT NO. R12.121681

WORK COMPLETED THROUGH JULY 30, 2021

ITEM NO.		ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
				ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	2021.501	MOBILIZATION	$24,333.10	1 LUMP SUM	$24,333.10	1 LUMP SUM	$24,333.10	1.00 LUMP SUM	$24,333.10
2	2102.503	PAVEMENT MARKING REMOVAL	$0.80	1050 LIN FT	$840.00	1630 LIN FT	$1,304.00	1,630.00 LIN FT	$1,304.00
3	2104.503	REMOVE CURB AND GUTTER	$2.90	240 LIN FT	$696.00	240 LIN FT	$696.00	240.00 LIN FT	$696.00
4	2104.504	REMOVE BITUMINOUS PAVEMENT	$2.25	4380 SQ YD	$9,855.00	4380 SQ YD	$9,855.00	4,380.00 SQ YD	$9,855.00
5	2104.504	REMOVE CONCRETE WALK	$4.50	16 SQ YD	$72.00	16 SQ YD	$72.00	16.00 SQ YD	$72.00
6	2105.507	COMMON EXCAVATION (P) (EV)	$10.45	3700 CU YD	$38,665.00	3700 CU YD	$38,665.00	3,700.00 CU YD	$38,665.00
7	2105.507	SUBGRADE EXCAVATION (EV)	$6.35	125 CU YD	$793.75	0 CU YD	$0.00	0.00 CU YD	$0.00
8	2105.609	GRANULAR BORROW	$9.70	190 TON	$1,843.00	0 TON	$0.00	0.00 TON	$0.00
9	2105.601	DEWATERING	$52,305.65	1 LUMP SUM	$52,305.65	1 LUMP SUM	$52,305.65	1.00 LUMP SUM	$52,305.65
10	2211.509	AGGREGATE BASE CLASS 5 MODIFIED	$12.70	2980 TON	$37,846.00	2574.03 TON	$32,690.18	2,574.03 TON	$32,690.18
11	2360.509	TYPE 9.5 WEARING COURSE MIX (3,C) (TRAIL)	$96.85	190 TON	$18,401.50	146.61 TON	$14,199.18	146.61 TON	$14,199.18
12	2360.509	TYPE 9.5 WEARING COURSE MIX (3,C) (ROADWAY)	$73.00	605 TON	$44,165.00	544.77 TON	$39,768.21	544.77 TON	$39,768.21
13	2360.509	TYPE 12.5 NON WEARING COURSE MIX (3,C) (ROADWAY)	$63.35	755 TON	$47,829.25	671.71 TON	$42,552.83	671.71 TON	$42,552.83
14	2501.502	24" RC PIPE APRON	$1,265.15	1 EACH	$1,265.15	1 EACH	$1,265.15	1.00 EACH	$1,265.15
15	2501.602	TRASH GUARD FOR 24" PIPE APRON	$975.05	1 EACH	$975.05	1 EACH	$975.05	1.00 EACH	$975.05
16	2503.503	8" PVC PIPE SEWER SDR 26	$62.95	650 LIN FT	$40,917.50	650 LIN FT	$40,917.50	650.00 LIN FT	$40,917.50
17	2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS III	$40.30	540 LIN FT	$21,762.00	536 LIN FT	$21,600.80	536.00 LIN FT	$21,600.80
18	2503.503	18" RC PIPE SEWER DESIGN 3006 CLASS III	$41.05	235 LIN FT	$9,646.75	233 LIN FT	$9,564.65	233.00 LIN FT	$9,564.65
19	2503.503	24" RC PIPE SEWER DESIGN 3006 CLASS III	$50.55	100 LIN FT	$5,055.00	100 LIN FT	$5,055.00	100.00 LIN FT	$5,055.00
20	2503.602	8" PIPE PLUG	$77.45	2 EACH	$154.90	1 EACH	$77.45	1.00 EACH	$77.45
21	2503.602	CONSTRUCT BULKHEAD	$339.40	1 EACH	$339.40	1 EACH	$339.40	1.00 EACH	$339.40
22	2503.602	CONNECT TO EXISTING SANITARY MANHOLE (CORE & BOOT)	$6,258.90	1 EACH	$6,258.90	2 EACH	$12,517.80	2.00 EACH	$12,517.80
23	2504.602	CONNECT TO EXISTING WATER MAIN	$4,544.75	1 EACH	$4,544.75	2 EACH	$9,089.50	2.00 EACH	$9,089.50
24	2504.602	ADJUST GATE VALVE & BOX	$972.35	2 EACH	$1,944.70	2 EACH	$1,944.70	2.00 EACH	$1,944.70
25	2504.602	6" GATE VALVE & BOX	$1,335.40	2 EACH	$2,670.80	2 EACH	$2,670.80	2.00 EACH	$2,670.80
26	2504.602	8" GATE VALVE & BOX	$2,508.95	2 EACH	$5,017.90	1 EACH	$2,508.95	1.00 EACH	$2,508.95
27	2504.602	12" GATE VALVE & BOX	$4,184.40	1 EACH	$4,184.40	1 EACH	$4,184.40	1.00 EACH	$4,184.40
28	2504.602	16" GATE VALVE & BOX	$10,015.95	1 EACH	$10,015.95	1 EACH	$10,015.95	1.00 EACH	$10,015.95
29	2504.602	HYDRANT (8.5' BURY)	$4,985.95	1 EACH	$4,985.95	1 EACH	$4,985.95	1.00 EACH	$4,985.95
30	2504.602	HYDRANT (9.0' BURY)	$4,985.95	1 EACH	$4,985.95	1 EACH	$4,985.95	1.00 EACH	$4,985.95
31	2504.603	6" WATERMAIN DUCTILE IRON CL 53	$32.35	60 LIN FT	$1,941.00	55 LIN FT	$1,779.25	55.00 LIN FT	$1,779.25
32	2504.603	8" WATERMAIN DUCTILE IRON CL 52	$47.70	90 LIN FT	$4,293.00	113 LIN FT	$5,390.10	113.00 LIN FT	$5,390.10
33	2504.603	12" WATERMAIN DUCTILE IRON CL 52	$58.50	25 LIN FT	$1,462.50	20 LIN FT	$1,170.00	20.00 LIN FT	$1,170.00
34	2504.603	16" WATERMAIN DUCTILE IRON CL 52	$76.95	1050 LIN FT	$80,797.50	1057 LIN FT	$81,336.15	1,057.00 LIN FT	$81,336.15
35	2504.608	WATERMAIN FITTINGS	$5.80	1770 POUND	$10,266.00	1587 POUND	$9,204.60	1,753.00 POUND	$10,167.40
36	2506.502	CASTING ASSEMBLY (SANITARY)	$1,804.60	2 EACH	$3,609.20	2 EACH	$3,609.20	2.00 EACH	$3,609.20
37	2506.502	CASTING ASSEMBLY (STORM)	$708.30	8 EACH	$5,666.40	8 EACH	$5,666.40	8.00 EACH	$5,666.40
38	2506.502	ADJUST FRAME AND RING CASTING	$1,547.05	2 EACH	$3,094.10	2 EACH	$3,094.10	2.00 EACH	$3,094.10
39	2506.503	CONSTRUCT SANITARY SEWER MANHOLE	$236.50	39 LIN FT	$9,223.50	38.65 LIN FT	$9,140.73	38.65 LIN FT	$9,140.73
40	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	$426.80	22 LIN FT	$9,389.60	20.95 LIN FT	$8,941.46	20.95 LIN FT	$8,941.46
41	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPEC 1	$420.40	17 LIN FT	$7,146.80	16.15 LIN FT	$6,789.46	16.15 LIN FT	$6,789.46
42	2506.603	CONSTRUCT 8" INSIDE DROP	$279.00	8.2 LIN FT	$2,287.80	12 LIN FT	$3,348.00	12.00 LIN FT	$3,348.00
43	2511.507	RANDOM RIPRAP CL III	$126.95	10 CU YD	$1,269.50	10 CU YD	$1,269.50	10.00 CU YD	$1,269.50
44	2521.518	6" CONCRETE WALK	$9.85	800 SQ FT	$7,880.00	780 SQ FT	$7,683.00	780.00 SQ FT	$7,683.00
45	2531.503	CONCRETE CURB & GUTTER DES B618	$15.65	2410 LIN FT	$37,716.50	2435 LIN FT	$38,107.75	2,435.00 LIN FT	$38,107.75
46	2531.604	7" CONCRETE VALLEY GUTTER	$95.00	48 SQ YD	$4,560.00	50 SQ YD	$4,750.00	50.00 SQ YD	$4,750.00
47	2531.618	TRUNCATED DOMES	$40.00	118 SQ FT	$4,720.00	113 SQ FT	$4,520.00	113.00 SQ FT	$4,520.00
48	2563.601	TRAFFIC CONTROL	$2,600.00	1 LUMP SUM	$2,600.00	1 LUMP SUM	$2,600.00	1.00 LUMP SUM	$2,600.00
49	2573.501	STABILIZED CONSTRUCTION EXIT	$0.01	1 LUMP SUM	$0.01	0 LUMP SUM	$0.00	0.00 LUMP SUM	$0.00
50	2573.502	STORM DRAIN INLET PROTECTION	$94.05	8 EACH	$752.40	8 EACH	$752.40	8.00 EACH	$752.40

FINAL Pay Estimate

2020 PUMA STREET IMPROVEMENTS

SAP 199-109-007

CITY OF RAMSEY

CITY PROJECT NO. 20-04

BMI PROJECT NO. R12.121681

WORK COMPLETED THROUGH JULY 30, 2021

ITEM NO.		ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
				ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
51	2573.503	SILT FENCE, TYPE MS	$2.10	1600 LIN FT	$3,360.00	1367 LIN FT	$2,870.70	1,367.00 LIN FT	$2,870.70
52	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	$2.55	550 LIN FT	$1,402.50	180 LIN FT	$459.00	180.00 LIN FT	$459.00
53	2574.508	FERTILIZER TYPE 3	$0.60	750 POUND	$450.00	350 POUND	$210.00	350.00 POUND	$210.00
54	2575.505	SEEDING	$650.00	2.5 ACRE	$1,625.00	1.14 ACRE	$741.00	1.14 ACRE	$741.00
55	2575.505	RAPID STABILIZATION METHOD 2	$2,250.00	0.5 ACRE	$1,125.00	0 ACRE	$0.00	0.00 ACRE	$0.00
56	2575.508	SEEDING MIXTURE 25-121	$3.50	230 POUND	$805.00	105 POUND	$367.50	105.00 POUND	$367.50
57	2575.508	HYDRAULIC BONDED FIBER MATRIX	$0.95	8750 POUND	$8,312.50	4000 POUND	$3,800.00	5,014.00 POUND	$4,763.30
58	2582.503	4" SOLID LINE MULTI COMP	$0.20	4760 LIN FT	$952.00	5986 LIN FT	$1,197.20	5,986.00 LIN FT	$1,197.20
59	2582.503	4" BROKEN LINE MULTI COMP	$0.20	410 LIN FT	$82.00	480 LIN FT	$96.00	480.00 LIN FT	$96.00
60	2582.503	4" DBLE SOLID LINE MULTI COMP	$0.45	360 LIN FT	$162.00	0 LIN FT	$0.00	0.00 LIN FT	$0.00
61	2582.503	24" SOLID LINE MULTI COMP	$8.00	35 LIN FT	$280.00	47 LIN FT	$376.00	47.00 LIN FT	$376.00
62	2582.518	PAVT MSSG MULTI COMP	$8.00	150 SQ FT	$1,200.00	150 SQ FT	$1,200.00	150.00 SQ FT	$1,200.00
63	2582.518	CROSSWALK MULTI COMP	$4.20	300 SQ FT	$1,260.00	225 SQ FT	$945.00	225.00 SQ FT	$945.00
		TOTAL AMOUNT:			**$622,062.11**		**$600,554.64**		**$602,480.74**

CC Regular Session **5. 13.**

Meeting Date: 08/24/2021

Submitted For: Bruce Westby, Engineering/Public Works

By: Marsha Weidner, Engineering/Public Works

Information

Title

Adopt Resolution #21-236 Authorizing Partial Payment No. 2 to North Valley, Inc. for Improvement Project #21-05, 2021 MSA Pavement Overlay Improvements.

Purpose/Background:

Resolution and Pay Estimate No. 2 attached.

Recommendation:

The Engineer Technician IV has inspected the completed work and recommends approving partial payment No. 2 to North Valley, Inc. of Nowthen, Minnesota, for Improvement Project #21-05, 2021 MSA Pavement Overlay Improvements, in the amount of $143,487.87.

Action:

Motion to Adopt Resolution #21-236, authorizing partial payment No. 2 to North Valley, Inc. of Nowthen, Minnesota, for Improvement Project #21-05, 2021 MSA Pavement Overlay Improvements, in the amount of $143,487.87.

Attachments

Resolution

Pay Estimate #2

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	08/19/2021 10:28 AM
Bruce Westby	Bruce Westby	08/19/2021 10:39 AM
Kurt Ulrich	Kurt Ulrich	08/19/2021 11:37 AM
Form Started By: Marsha Weidner		Started On: 08/09/2021 09:46 AM
Final Approval Date: 08/19/2021		

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

RESOLUTION #21-236

RESOLUTION AUTHORIZING PARTIAL PAYMENT NO. 2 TO NORTH VALLEY, INC. FOR IMPROVEMENT PROJECT #21-05, 2021 MSA PAVEMENT OVERLAY IMPROVEMENTS

WHEREAS, the City of Ramsey proposes to overlay the pavement on numerous Municipal State Aid (MSA) street segments in 2021 as identified within the 2021 – 2030 Capital Improvement Program; and

WHEREAS, funding for this improvement is proposed to come from the MSA Fund and Stormwater Utility Fund with a total estimated project cost of $295,000; and

WHEREAS, pursuant to Ramsey City Staff resolution #21-012, adopted January 12, 2021, the City Engineer has prepared plans and specifications for the purpose of advertising for bids for the same improvements; and

WHEREAS, pursuant to Ramsey City Council resolution #21-075, adopted March 23, 2021, the City Council approved final plans and specifications as prepared by the City Engineer and authorized advertisement for bids for said improvements; and

WHEREAS, eight (8) bids were received, opened, and tabulated on April 19, 2021, and the bids were found to comply with the approved plans and specifications and advertisements for bids; and

WHEREAS, pursuant to Ramsey City Council Resolution #21-108 adopted April 27, 2021, the bid of North Valley, Inc., of Nowthen, Minnesota, in the amount of $206,395.58, for the construction of said improvements was accepted, and the Mayor and city Administrator were authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Ramsey; and

WHEREAS, as of August 24, 2021 $11,845.64 has been paid to date; and

WHEREAS, the Engineer Technician IV has inspected the completed work and recommends partial payment No. 2 to North Valley, Inc. of Nowthen, Minnesota, for Improvement Project #21-05, 2021 MSA Pavement Overlay Improvements, in the amount of $143,487.87.

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

1.) That the City Council hereby authorizes partial payment No. 2 to North Valley, Inc. of Nowthen, Minnesota for Improvement Project #21-05, 2021 MSA Pavement Overlay Improvements, in the amount of $143,487.87.

2) The City Council authorizes the Mayor and City Administrator to sign and release form for this payment.

3) The total amount of this payment is not included in resolutions approving payment of bills for the date of August 24, 2021.

4) That the City of Ramsey Finance Department will be given a signed copy of this resolution.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 24th day of August, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

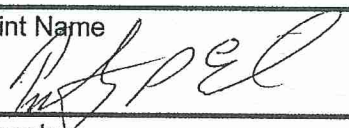
Pay Estimate Summary Sheet

Estimate Number:	2 Partial
Project Number:	21-05
Project Name:	2021 MSA Pavement Overlay Improvements
Period Ending	July 31, 2021
Contractor:	North Valley, Inc.
Address:	20015 Iguana Street NW, Suite 100, Nowthen, MN 55330

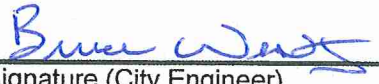
1	Original Contract Amount			$ 206,395.58
2	Change Order(s)	No. ____ Thru No. ____		
3	Total Funds Encumbered			$ 206,395.58
4	Value of Work Completed			$ 163,508.96
	Value of Work Remaining		$ 42,886.62	
	Percent Complete		79%	
5	Retainage	5 %		$ 8,175.45
6	Previous Payment(s)			$ 11,845.64
7	Deductions or Charges			
8	Total Retainage, Payments & Deductions (Lines 5+6+7)			$ 20,021.09
	Payment Due (Lines 4-8)			$ 143,487.87

Certification of Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between owner and the undersigned Contractor, and as amended by any authorized changes and the foregoing is a true and correct statement of the contract amount for the period covered by this estimate.

North Valley, Inc.	Timothy P. Erickson
Contractor Name	Print Name
Secretary/Treasurer	
Title	Signature
	August 6, 2021
	Date

City of Ramsey Approval

	8/6/2021
Signature (Project Engineer)	Date
	8/11/21
Signature (City Engineer)	Date

2021 MSA Pavement Overlay Improvements
I.P. 21-05
Estimate No. 2 **Partial**
Period Ending July 31, 2021

Item No.	MnDOT No.	Item Description	CONTRACT AMOUNT				COMPLETED THIS PERIOD		COMPLETED TO DATE	
			Unit	Estimated Quantity	Unit Price	Extended Total	Quantity	Extended Total	Quantity	Extended Total
1	2021.501	MOBILIZATION	LS	1.0	$ 10,796.41	$ 10,796.41	0.8	$ 8,637.13	1.0	$ 10,796.41
2	2104.503	REMOVE CONCRETE CURB AND GUTTER	LF	299	$ 8.09	$ 2,418.91	0	$ -	283	$ 2,289.47
3	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	8	$ 5.35	$ 42.80	344	$ 1,840.40	352	$ 1,883.20
4	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	199	$ 6.95	$ 1,383.05	-244	$ (1,695.80)	108	$ 750.60
5	2104.504	REMOVE CONCRETE VALLEY GUTTER	SY	39	$ 26.96	$ 1,051.44	0	$ -	39	$ 1,051.44
6	2104.504	REMOVE CONCRETE WALK	SY	69	$ 11.43	$ 788.67	0	$ -	66	$ 754.38
7	2232.504	MILL BITUMINOUS SURFACE (2.0")	SY	15622	$ 0.97	$ 15,153.34	12850	$ 12,464.50	12850	$ 12,464.50
8	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1094	$ 2.83	$ 3,096.02	850	$ 2,405.50	850	$ 2,405.50
9	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) 2.0"	TON	1719	$ 66.81	$ 114,846.39	1487	$ 99,346.47	1487	$ 99,346.47
10	2503.602	GROUT CATCH BASIN	EA	20	$ 155.00	$ 3,100.00	0	$ -	5	$ 775.00
11	2503.602	RESET CATCH BASIN	EA	5	$ 416.89	$ 2,084.45	1	$ 416.89	5	$ 2,084.45
12	2504.602	ADJUST VALVE BOX	EA	13	$ 240.51	$ 3,126.63	0	$ -	0	$ -
13	2506.502	ADJUST FRAME AND RING CASTING	EA	17	$ 320.69	$ 5,451.73	0	$ -	4	$ 1,282.76
14	2521.504	6" CONCRETE WALK	SY	69	$ 86.59	$ 5,974.71	78	$ 6,754.02	78	$ 6,754.02
15	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LF	299	$ 26.72	$ 7,989.28	283	$ 7,561.76	283	$ 7,561.76
16	2531.504	7" CONCRETE VALLEY GUTTER	SY	39	$ 96.21	$ 3,752.19	45	$ 4,329.45	45	$ 4,329.45
17	2531.618	TRUNCATED DOMES	SF	128	$ 106.90	$ 13,683.20	68	$ 7,269.20	68	$ 7,269.20
18	2563.601	TRAFFIC CONTROL	LS	1	$ 2,137.90	$ 2,137.90	0.5	$ 1,068.95	0.5	$ 1,068.95
19	2574.507	TOPSOIL (LV)	CY	12	$ 53.45	$ 641.40	12	$ 641.40	12	$ 641.40
20	2575.504	SODDING TYPE LAWN	SY	77	$ 48.10	$ 3,703.70	0	$ -	0	$ -
21	2582.503	24" SOLID LINE PAINT (EPOXY)	LF	31	$ 7.72	$ 239.32	0	$ -	0	$ -
22	2582.503	4" BROKEN LINE PAINT (EPOXY)	LF	480	$ 0.32	$ 153.60	0	$ -	0	$ -
23	2582.503	4" DOUBLE SOLID LINE PAINT (EPOXY)	LF	1425	$ 0.65	$ 926.25	0	$ -	0	$ -
24	2582.503	4" SOLID LINE PAINT (EPOXY)	LF	7249	$ 0.32	$ 2,319.68	0	$ -	0	$ -
25	2582.518	CROSSWALK PAINT (EPOXY)	SF	256	$ 5.56	$ 1,423.36	0	$ -	0	$ -
26	2582.518	PAVEMENT MESSAGE PAINT (EPOXY)	SF	15	$ 7.41	$ 111.15	0	$ -	0	$ -
		GRAND TOTALS				**$ 206,395.58**		**$ 151,039.87**		**$ 163,508.96**

Internal City Use Only				
MSA Funds		*$ 150,622.98*		*$ 160,649.51*
Storm Sewer Utility Funds		*$ 416.89*		*$ 2,859.45*
Total Funds		*$ 151,039.87*		*$ 163,508.96*

CC Regular Session **5. 14.**

Meeting Date: 08/24/2021

Submitted For: Bruce Westby, Engineering/Public Works

By: Marsha Weidner, Engineering/Public Works

Information

Title

Adopt Resolution #21-237 Authorizing Partial Payment #2 to North Valley Inc. for Improvement Project #21-04, 2021 Neighborhood Pavement Overlay Improvements.

Purpose/Background:

Resolution and Pay Estimate No. 2 attached.

Recommendation:

The Engineer Technician IV has inspected the completed work and recommends approving partial payment No. 2 to North Valley, Inc. of Nowthen, Minnesota, for Improvement Project #21-04, 2021 Neighborhood Pavement Overlay Improvements, in the amount of $340,178.64.

Action:

Motion to Adopt Resolution #21-237 authorizing partial payment No. 2 to North Valley, Inc. of Nowthen, Minnesota, for Improvement Project #21-04, 2021 Neighborhood Pavement Overlay Improvements, in the amount of $340,178.64.

Attachments

Resolution

Pay Estimate #2

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	08/19/2021 10:30 AM
Bruce Westby	Bruce Westby	08/19/2021 10:39 AM
Kurt Ulrich	Kurt Ulrich	08/19/2021 11:37 AM
Form Started By: Marsha Weidner		Started On: 08/09/2021 10:07 AM
Final Approval Date: 08/19/2021		

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

RESOLUTION #21-237

RESOLUTION AUTHORIZING PARTIAL PAYMENT NO. 2 TO NORTH VALLEY, INC. FOR IMPROVEMENT PROJECT #21-04, 2021 NEIGHBORHOOD PAVEMENT OVERLAY IMPROVEMENTS,

WHEREAS, the City of Ramsey proposes to overlay the pavement on numerous neighborhood street segments in 2021 as identified within the 2021 – 2030 Capital Improvement Program; and

WHEREAS, funding for this improvement is proposed to come from the Pavement Management Fund and Stormwater Utility Fund with a total estimated project cost of $594,000; and

WHEREAS, pursuant to Ramsey City Council resolution #21-011 adopted January 12, 2021, the City Engineer has prepared plans and specifications for the purpose of advertising for bids for the same improvements; and

WHEREAS, pursuant to Ramsey City Council resolution #21-074, adopted March 23, 2021, the City Council approved final plans and specifications as prepared by the City Engineer and authorized advertisement for bids for said improvements; and

WHEREAS, seven (7) bids were received, opened, and tabulated on April 19, 2021, and the bids were found to comply with the approved plans and specifications and advertisements for bids; and

WHEREAS, pursuant to Ramsey City Council Resolution #21-107, adopted April 27, 2021 the bid of North Valley, Inc. of Nowthen, Minnesota, in the amount of $421,410.74 for the construction of said improvements was accepted, and the Mayor and city Administrator were authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Ramsey; and

WHEREAS, as of August 24, 2021 $47,570.17 has been paid to date; and

WHEREAS, the Engineer Technician IV has inspected the completed work and recommends partial payment No. 2 to North Valley, Inc. of Nowthen, Minnesota, for Improvement Project #21-04, 2021 Neighborhood Pavement Overlay Improvements, in the amount of $340,178.64.

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

1.) That the City Council hereby authorizes partial payment No. 2 to North Valley, Inc. of Nowthen, Minnesota for Improvement Project #21-04, 2021 Neighborhood Pavement Overlay Improvements, in the amount of $340,178.64.

2) The City Council authorizes the Mayor and City Administrator to sign and release form for this payment.

3) The total amount of this payment is not included in resolutions approving payment of bills for the date of August 24, 2021.

4) That the City of Ramsey Finance Department will be given a signed copy of this resolution.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 24th day of August, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

Pay Estimate Summary Sheet

Estimate Number:	2 Partial
Project Number:	21-04
Project Name:	2021 Neighborhood Pavement Overlay Improvements
Period Ending	July 31, 2021
Contractor:	North Valley, Inc.
Address:	20015 Iguana Street NW, Suite 100, Nowthen, MN 55330

1	Original Contract Amount			$ 421,410.74
2	Change Order(s)	No. ____ Thru No. ____		
3	Total Funds Encumbered			$ 421,410.74
4	Value of Work Completed			$ 408,156.64
	Value of Work Remaining		$ 13,254.11	
	Percent Complete		97%	
5	Retainage	5 %		$ 20,407.83
6	Previous Payment(s)			$ 47,570.17
7	Deductions or Charges			
8	Total Retainage, Payments & Deductions (Lines 5+6+7)			$ 67,978.00
	Payment Due (Lines 4-8)			$ 340,178.64

Certification of Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between owner and the undersigned Contractor, and as amended by any authorized changes and the foregoing is a true and correct statement of the contract amount for the period covered by this estimate.

North Valley Inc.	Les Bloom
Contractor Name	Print Name
Vice President	Les Bloom
Title	Signature
	8/6/2021
	Date

City of Ramsey Approval

Joe Fiorenza	8/6/2021
Signature (Project Engineer)	Date
Bruce Westby	8/11/21
Signature (City Engineer)	Date

2021 Neighborhood Pavement Overlay Improvements
I.P. 21-04
Estimate No. 2 **Partial**
Period Ending July 31, 2021

			CONTRACT AMOUNT				COMPLETED THIS PERIOD		COMPLETED TO DATE	
Item No.	MnDOT No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Total	Quantity	Extended Total	Quantity	Extended Total
1	2021.501	MOBILIZATION	LS	1.0	$ 16,292.52	$ 16,292.52	0.8	$ 13,034.02	1.0	$ 16,292.52
2	2104.502	REMOVE CASTING	EA	17	$ 160.78	$ 2,733.26	18	$ 2,894.04	18	$ 2,894.04
3	2104.503	REMOVE CONCRETE CURB AND GUTTER	LF	289	$ 8.65	$ 2,499.85	253	$ 2,188.45	253	$ 2,188.45
4	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	2121	$ 1.77	$ 3,754.17	2300	$ 4,071.00	3098	$ 5,483.46
5	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	80	$ 6.43	$ 514.40	78	$ 501.54	78	$ 501.54
6	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	84	$ 12.57	$ 1,055.88	105	$ 1,319.85	278	$ 3,494.46
7	2211.507	AGGREGATE BASE CLASS 5 MODIFIED (CV)	CY	24	$ 0.01	$ 0.24	0	$ -	0	$ -
8	2231.604	BITUMINOUS PATCH	SY	1018	$ 19.08	$ 19,423.44	1183	$ 22,571.64	2183	$ 41,651.64
9	2232.504	MILL BITUMINOUS SURFACE (2.0")	SY	35377	$ 1.03	$ 36,438.31	13745	$ 14,157.35	32887	$ 33,873.61
10	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	2539	$ 2.84	$ 7,210.76	2125	$ 6,035.00	2125	$ 6,035.00
11	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) 2.0"	TON	3991	$ 68.68	$ 274,101.88	3775	$ 259,267.00	3775	$ 259,267.00
12	2503.602	GROUT CATCH BASIN	EA	20	$ 155.42	$ 3,108.40	0	$ -	2	$ 310.84
13	2503.602	RESET CATCH BASIN	EA	3	$ 418.03	$ 1,254.09	0	$ -	1	$ 418.03
14	2504.602	ADJUST VALVE BOX	EA	21	$ 241.17	$ 5,064.57	9	$ 2,170.53	11	$ 2,652.87
15	2506.502	ADJUST FRAME AND RING CASTING	EA	18	$ 321.56	$ 5,788.08	5	$ 1,607.80	7	$ 2,250.92
16	2506.502	CASTING ASSEMBLY	EA	17	$ 767.46	$ 13,046.82	18	$ 13,814.28	18	$ 13,814.28
17	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LF	219	$ 26.80	$ 5,869.20	179	$ 4,797.20	179	$ 4,797.20
18	2531.503	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	LF	240	$ 26.80	$ 6,432.00	222	$ 5,949.60	222	$ 5,949.60
19	2531.604	7" CONCRETE VALLEY GUTTER	SY	36	$ 96.47	$ 3,472.92	46	$ 4,437.62	46	$ 4,437.62
20	2563.601	TRAFFIC CONTROL	LS	1.0	$ 2,143.75	$ 2,143.75	0.5	$ 1,071.88	0.5	$ 1,071.88
21	2574.507	TOPSOIL (LV)	CY	18	$ 48.23	$ 868.14	16	$ 771.68	16	$ 771.68
22	2575.504	SODDING TYPE LAWN	SY	102	$ 69.67	$ 7,106.34	0	$ -	0	$ -
23	2582.503	24" SOLID LINE PAINT (EPOXY)	LF	13	$ 12.79	$ 166.27	0	$ -	0	$ -
24	2582.503	4" DOUBLE SOLID LINE PAINT (EPOXY)	LF	870	$ 1.07	$ 930.90	0	$ -	0	$ -
25	2582.503	4" SOLID LINE PAINT (EPOXY)	LF	1735	$ 0.53	$ 919.55	0	$ -	0	$ -
26	2582.518	CROSSWALK PAINT (EPOXY)	SF	150	$ 8.10	$ 1,215.00	0	$ -	0	$ -
		GRAND TOTALS				**$ 421,410.74**		**$ 360,660.48**		**$ 408,156.64**

Internal City Use Only				
Pavement Management Funds		*$ 343,952.16*		*$ 390,719.45*
Storm Sewer Utility Funds		*$ 16,708.32*		*$ 17,437.19*
Total Funds		*$ 360,660.48*		*$ 408,156.64*

CC Regular Session **5. 15.**

Meeting Date: 08/24/2021

Submitted For: Joe Feriancek, Engineering/Public Works

By: Joe Feriancek, Engineering/Public Works

Information

Title

Adopt Resolution #21-240 Accepting Municipal Utility Testing Proposals for 2022 Pavement Management Program Projects

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #21-240 accepting municipal utility testing proposals for 2022 pavement management program projects.

Background:

On July 13, 2021 the Ramsey City Council adopted Resolution #21-194, ordering Staff to request proposals for televising the sanitary and storm sewers and leak testing the watermain for 2022 Pavement Management Program projects. The updated 2022 – 2031 10-Year Capital Improvement Plan (CIP) has not yet been approved by City Council, but to solicit bids this winter, Staff needs to begin designing the projects and preparing plans. Testing of existing municipal utilities, which includes sanitary sewer, storm sewer, and watermain, is standard practice when designing street reconstruction projects because newly paved streets in Ramsey are anticipated to have a 60-year life span, assuming proactive maintenance. Identifying damaged or failing municipal utilities under streets before they are reconstructed allows the required repair or replacement work to be completed as part of the street reconstruction project before the new pavement is placed, preventing costly pavement repairs after the fact.

Utilities testing consists of first cleaning sewer pipes with a water jetter, then using a camera to televise the inside of sewer pipes (sanitary and storm). While Public Works does have a water jetter and has cleaned sewer pipes in previous years in preparation for televising the pipes, they have had a hard time cleaning all sewer pipe segments in recent years in advance of televising due to conflicts with other work, requiring the televising work to be rescheduled on numerous occasions, resulting in delays and additional Staff hours spent coordinating this work. Staff therefore requests that all sewer pipe cleaning work be contracted out in 2022 to ensure that all sewer pipes are properly cleaned before televising and all necessary pipe repairs can be observed and completed before pavement management projects are completed.

Sound enhancing equipment is used to listen for leaks in watermain between hydrants and valves. Staff does not have the equipment needed to complete this work in-house.

<u>Pipe Televising Quotes – Sanitary and Storm Sewer</u>

Televising sewer pipes informs Staff of the conditions of the pipes, and locates existing damage, if present. This allows Staff to include the required repair or replacement work for any damaged pipes into the street reconstruction plans, which is more cost effective than doing repairs as standalone projects, or as change orders during the reconstruction project.

Staff requested proposals for each street reconstruction project from four contractors known to perform this work. Proposals for each project were received from two of the contractors, which are tabulated below.

CLEAN & TELEVISE SANITARY & STORM SEWER		
Project	**Hydro-Klean, LLC**	**American Environmental, LLC**
Sunwood Drive & Waco Street Quote	$ 12,310.30	$ 19,023.75

Wood Pond Hills 2nd – 5th Quote	$ 13,081.50	$ 20,032.25

Hydro-Klean, LLC submitted the lowest responsible quotes, based on the submitted quotes, Staff recommends accepting the proposals for Sunwood Drive & Waco Street and Wood Pond Hills 2nd – 5th televising from Hydro-Klean LLC at a total cost of $25,391.80.

The Contractor is required to complete their work within 45 working days of the notice to proceed issued by the City.

Leak Testing Quotes – Watermain

Leak testing watermain informs Staff of any leaks in the municipal watermain system within the project area. For the same reasons noted earlier, if a leak is discovered the repair work will be completed as part of the pavement management project.

Staff requested proposals for each street reconstruction project from the two contractors known to perform this work. Proposals for each project were received from only one of the contractors, which are tabulated below.

Project	**Water Conservation Services, Inc**
Sunwood Drive & Waco Street Quote	$ 435.00
Wood Pond Hills 2nd – 5th Quote	$ 435.00

Water Conservation Services, Inc. submitted the lone quotes, which in Staff's opinion are responsible and reasonable quotes. Based on the submitted quotes, Staff recommends accepting the proposals for Sunwood Drive & Waco Street and Wood Pond Hills 2nd – 5th water leak testing from Water Conservation Services Inc. at a total cost of $870.00.

The Contractor is required to complete their work within 30 working days of the notice to proceed issued by the City.

Notification:

No notifications are required with this case.

Observations/Alternatives:

Motion to adopt Resolution #21-240 accepting municipal utility testing proposals for 2022 pavement management program projects.

Funding Source:

Funding for this work is proposed to come from the respective utility enterprise (Sewer, Stormwater Utility and Water) funds. If any utility repair or replacement work is required as a result of the testing, said work would be completed as part of the respective street reconstruction project and would be funded through the respective utility funds.

Recommendation:

Staff recommends adopting Resolution #21-240 accepting municipal utility testing proposals for 2022 pavement management program projects.

Action:

Adopt Resolution #21-240 accepting municipal utility testing proposals for 2022 pavement management program projects.

Attachments

Res 21-240

Water Leak Testing RFP

Sewer Televising RFP

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	08/19/2021 11:17 AM
Kurt Ulrich	Kurt Ulrich	08/19/2021 02:26 PM
Form Started By: Joe Feriancek		Started On: 08/16/2021 09:19 AM
Final Approval Date: 08/19/2021		

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

RESOLUTION #21-240

RESOLUTION ACCEPTING MUNICIPAL UTILITY TESTING PROPOSALS FOR 2022 PAVEMENT MANAGEMENT PROGRAM PROJECTS

WHEREAS, televising of sanitary and storm sewers and leak testing of watermain is required to accurately evaluate the condition of below ground municipal utilities within proposed 2022 pavement management program projects; and

WHEREAS, request for proposals were submitted to four firms for the purpose of obtaining quotes for completing the proposed cleaning and televising services; and

WHEREAS, the two cleaning and televising quotes received are tabulated below; and

Project	Hydro-Klean, LLC	American Environmental, LLC
Sunwood Drive & Waco Street Total Quote	$ 12,310.30	$ 19,023.75
Wood Pond Hills 2nd – 5th Total Quote	$ 13,081.50	$ 20,032.25

WHEREAS, the proposal of Hydro-Klean, LLC in the amount of $12,310.30 for the televising of Sunwood Drive & Waco Street and $13,081.50 for the televising of Wood Pond Hills 2nd – 5th, for said services in accordance with the prepared proposal is the lowest responsible quote and their quote shall be and hereby is accepted.

WHEREAS, request for proposals were submitted to two firms for the purpose of obtaining quotes for completing the proposed watermain leak testing services; and

WHEREAS, the one leak testing quote received is tabulated below; and

Project	Water Conservation Services, Inc.
Sunwood Drive & Waco Street Total Quote	$ 435.00
Wood Pond Hills 2nd – 5th Total Quote	$ 435.00

WHEREAS, the proposal of Water Conservation Services, Inc. in the amount of $435.00 for the watermain leak testing of Sunwood Drive & Waco Street and $435.00 for the watermain leak testing of Wood Pond Hills 2nd – 5th, for said services in accordance with the prepared proposal is the lowest responsible quote and their quote shall be and hereby is accepted.

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

1) The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Hydro-Klean, LLC for said cleaning and televising services for and on behalf of the City of Ramsey.

2) The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Water Conservation Services, Inc. for said watermain leak testing services for and on behalf of the City of Ramsey.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 24th day of August, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

REQUEST FOR PROPOSAL
PAVEMENT MANAGEMENT PROGRAM
2022 PROJECTS
Leak Testing Watermain
City of Ramsey

ISSUE DATE
July 27, 2021

PROPOSAL MUST BE RECEIVED BY:
10:00 am on Friday, August 13, 2021

DELIVER PROPOSAL TO:
City of Ramsey Municipal Center
7550 Sunwood Drive NW
Ramsey, MN 55303
Attn: Marsha Weidner
763-433-9839

INTRODUCTION: The City of Ramsey (City) is requesting proposals for two (2) watermain leak testing projects;

1. IP 22-01 Sunwood Drive and Waco Street Reconstructions
    a. Sunwood Drive between Trunk Highway 47 and Waco Street
    b. Waco Street between Sunwood Drive and 150th Avenue
    c. 2,625 lineal feet of DIP watermain

2. IP 22-06 Wood Pond Hills 2nd – 5th Street Reconstructions
    a. Subdivision located generally southwest of Sunwood Drive and Nowthen Boulevard (CSAH 5)
    b. 4,943 lineal feet of DIP watermain

MATERIALS:

1. Provide the City with a report of the leak tested lines, including descriptions of the pipe and any leaks detected.

SCHEDULE: A written schedule of the work shall be submitted identifying all work components and showing work start and completion dates required to comply with the schedule. The leak testing of water lines will be completed within 30 working days of the notice to proceed issued by the City. A notice to proceed for the work is anticipated to be issued by the City on or around August 25, 2021.

PROPOSAL SUBMITTAL: Proposal shall be submitted for the proposed work using the form at the end of this Request for Proposal (RFP). Estimated hours to complete the work as well as hourly rate must be filled in.

COMMUNICATION WITH THE CITY: If any requirements of this RFP are not clearly understood, the Contractor is responsible for contacting the City for further clarification in a prompt manner. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to the RFP.

SUBMISSION: A signed copy of the attached proposal form is requested by **10:00 a.m. Friday, August 13, 2021.** Deliver to the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey MN 55303 to the attention of Marsha Weidner, Engineering Administrative Assistant. E-mail proposals will be accepted and may be sent to MWeidner@cityoframsey.com.

REVIEW PROCESS: Proposals received by the RFP deadline will be reviewed by Engineering Staff. The project shall be awarded to the bidder submitting the lowest proposal based upon proposed quantities. The City reserves the right to reject any or all proposals and to waive minor irregularities. From there the Proposal must be presented to the City Engineer and approved by the Ramsey City Council (Council meetings are on the 2nd or 4th Tuesday of the month); once approved, an email will be sent out awarding the proposal to the qualified vendor, at which time a Certificate of Insurance will be required prior to scheduling work.

PROPOSAL UNDERSTANDING: By submitting a proposal, the Contractor agrees to be bound to the terms and conditions herein.

COST OF PREPARATION: Under no condition will any costs of preparation of the proposal be reimbursed by the City.

LICENSE AND INSURANCE: By submitting a proposal, the Contractor affirms they shall maintain the following minimum insurance coverage while completing their work as related to this RFP in the following amounts: Commercial General Liability $1,000,000 per occurrence (written on an occurrence-based form bodily injury and property damage); automobile liability $1,000,000 per occurrence (including hired & non-owned bodily injury and property damage). The City of Ramsey shall be named as an additional insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with the City prior to the work. The Contractor also affirms they are licensed to perform the work in the State of Minnesota, and the work shall comply with all state and local laws.

WORKING HOURS: The work shall be carried out during normal working hours so as not to cause any unreasonable nuisance to affected residents and businesses. Under emergency conditions, this limitation may be waived in writing by the Engineer in conjunction with qualified local authority. Normal working hours for this work are considered to be from 7:00 a.m. to 8:00 p.m., Monday through Friday.

WORK AND STAGGING AREAS: The Contractor shall confine their work activities within City owned properties and right of way / easement. No equipment shall be left on City streets outside normal working hours.

SPECIFICATIONS: Work shall be conducted in conformance with the specifications set forth herein and in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction which is incorporated by reference to these specifications.

TRAFFIC CONTROL: All traffic control devices and layouts shall conform and be installed in accordance to the latest addition of the Minnesota Temporary Traffic Control Field Manual.

PERMITS: The Contractor shall obtain all necessary construction permits. A City Contractor Permit is required to work in the City of Ramsey.

PAYMENT: Payment will be upon submittal of an invoice to the City on a net 30-day basis. Invoices must include the purchase order number. An IC 134 form will be required prior to final payment.

BASIS OF PAYMENT:

Leak Testing Water Lines – Payment shall be made on a per hour basis. The cost shall include a report, as well as all costs associated with mobilization and traffic control measures.

Other Items – The cost of any additional equipment, labor, materials, tools and supplies which have not been specifically identified in this section for payment, but are required to complete the project per the plans and specifications shall be considered incidental to the project.

PROPOSAL

I/We agree to furnish all materials and labor for the project(s) described above:

IP 22-01 SUNWOOD DRIVE & WACO STREET RECONSTRUCTION					
Item	**Description**	**Quantity**	**Unit**	**Unit Cost**	**Extension**
1	Leak Testing Water Lines		HOURS		

IP 22-06 WOOD POND HILLS 2ND – 5TH STREET RECONSTRUCTIONS					
Item	**Description**	**Quantity**	**Unit**	**Unit Cost**	**Extension**
1	Leak Testing Water Lines		HOURS		

Contractor Name _____

Owner or representative _____

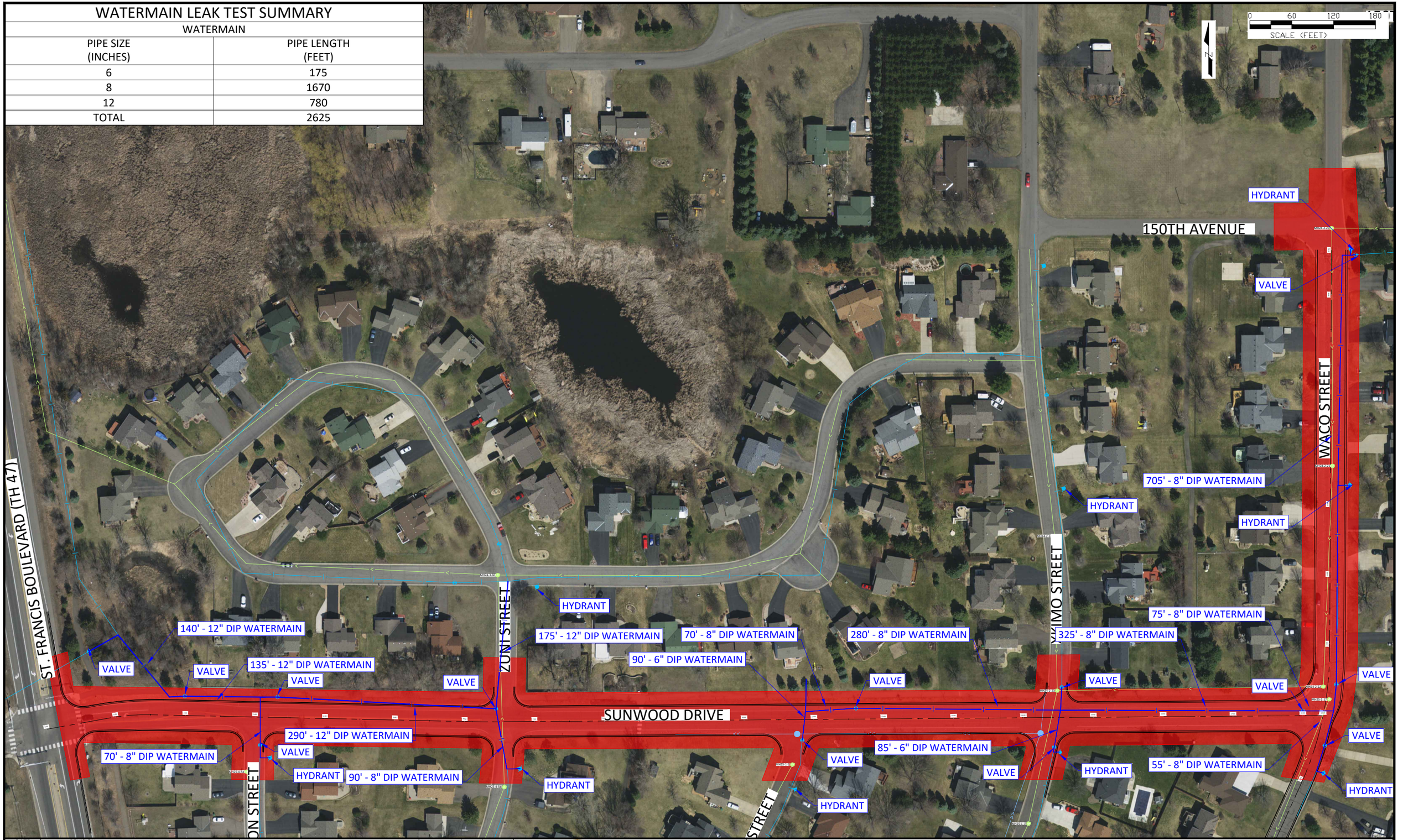
Phone(s) _____

E-mail _____

Signature _____

Date _____

WATERMAIN LEAK TEST SUMMARY	
WATERMAIN	
PIPE SIZE (INCHES)	PIPE LENGTH (FEET)
6	175
8	1670
12	780
TOTAL	2625



DATE	REVISION

Jul 23, 2021 - 11:08am
G:\Engineering\AutoCad Dwgs\Projects N-Z\Sunwood Drive & Waco Street 22-01\Support Drawings\22-01 Utility Testing Map.dwg

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

Engineer Name
Date xx/xx/xx Lic. No. Eng. No.

DESIGNED BY:	---	
DRAWN BY:	---	DATE: xx/xx/xx
CHECKED BY:	---	FILE: (file no.)

City of RAMSEY

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

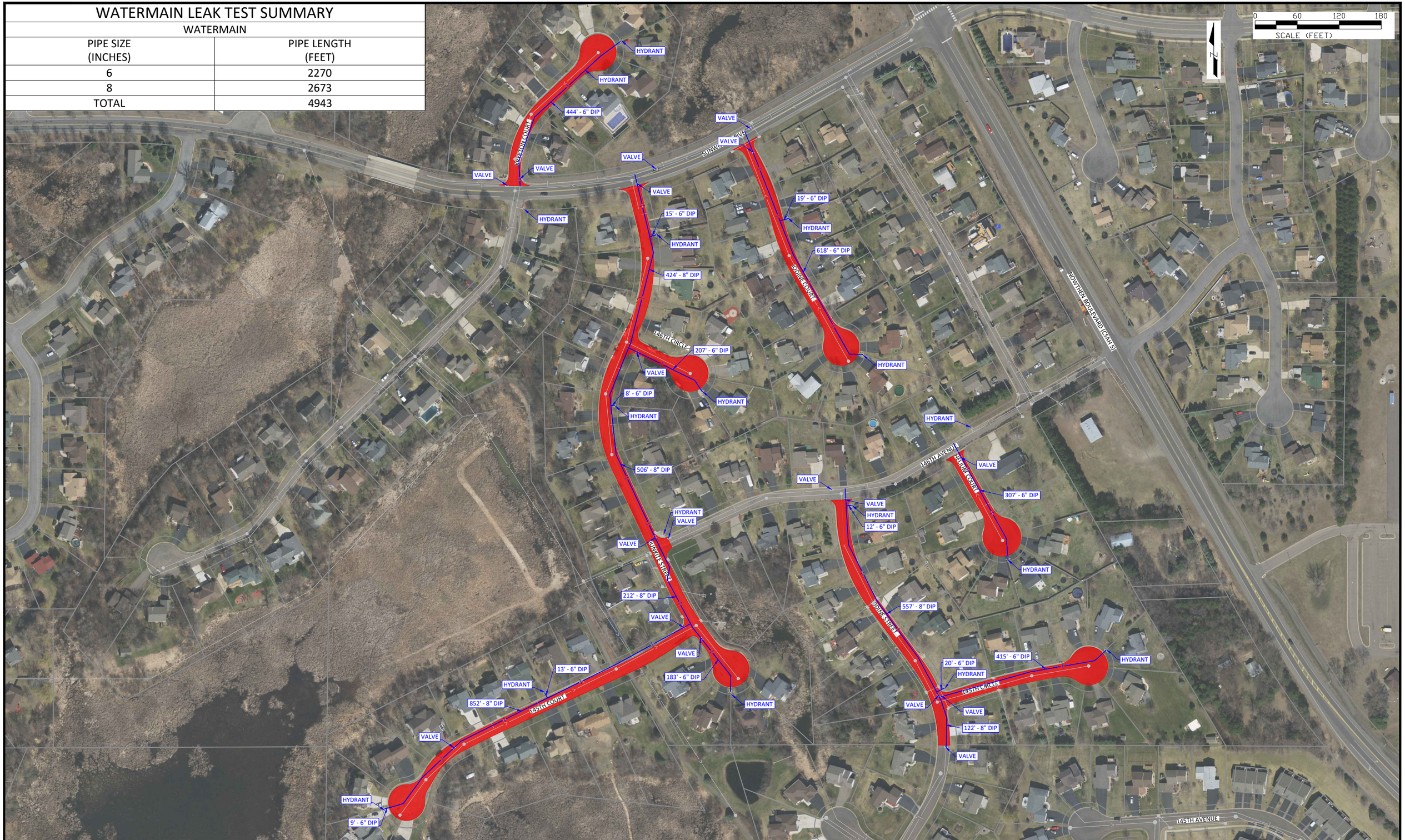
WATERMAIN LEAK TESTING MAP

SUNWOOD DRIVE & WACO STREET RECONSTRUCTION
CITY PROJECT NO. 22-01
CITY OF RAMSEY, MINNESOTA

SHEET 1 OF 1 SHEETS

WATERMAIN LEAK TEST SUMMARY

WATERMAIN	
PIPE SIZE (INCHES)	PIPE LENGTH (FEET)
6	2270
8	2673
TOTAL	4943



DATE	REVISION

Jul 21, 2021 - 10:51am
G:\Engineering\AutoCad Dwgs\Projects N-Z\Wood Pond Hills 2nd - 5th Recon 22-06\Support Drawings\22-06 Utility Testing Map.dwg

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

Engineer Name
Date xx /xx/xx Lic. No. Eng. No.

DESIGNED BY:	---		
DRAWN BY:	---	DATE:	xx/xx/xx
CHECKED BY:	---	FILE:	(file no.)

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

WATERMAIN LEAK TESTING MAP

WOOD POND HILLS 2ND - 5TH STREET RECONSTRUCTION
CITY PROJECT NO. 22-06
CITY OF RAMSEY, MINNESOTA

SHEET 1 OF 1 SHEETS

REQUEST FOR PROPOSAL
PAVEMENT MANAGEMENT PROGRAM
2022 PROJECTS
Clean & Televising Sanitary & Storm Sewer
City of Ramsey

ISSUE DATE
July 28, 2021

PROPOSAL MUST BE RECEIVED BY:
10:00 am on Friday, August 13, 2021

DELIVER PROPOSAL TO:
City of Ramsey Municipal Center
7550 Sunwood Drive NW
Ramsey, MN 55303
Attn: Marsha Weidner
763-433-9839

INTRODUCTION: The City of Ramsey (City) is requesting proposals for the cleaning and televising and delivery of televising reports for two (2) 2022 projects including;

1. IP 22-01 Sunwood Drive and Waco Street Reconstruction
    a. Sunwood Drive between Trunk Highway 47 and Waco Street
    b. Waco Street between Sunwood Drive and 150th Avenue
    c. Scope of work includes:
        i. Clean & Televise 3,333 lineal feet of storm sewer per attached exhibits
        ii. Clean & Televise 2,063 lineal feet of sanitary sewer per attached exhibits
        iii. Properly dispose of any materials
        iv. Provide the City with a video of the televised lines
        v. Provide the City with a report of the televised lines, including descriptions of the pipe and any defects

2. IP 22-06 Wood Pond Hills 2nd – 5th Street Reconstructions
    a. Subdivision located generally southwest of Sunwood Drive and Nowthen Boulevard (CSAH 5)
    b. Scope of work includes:
        i. Clean & Televise 1,855 lineal feet of storm sewer per attached exhibit
        ii. Clean & Televise 5,139 lineal feet of sanitary sewer per attached exhibit
        iii. Properly dispose of any materials
        iv. Provide the City with a video of the televised lines
        v. Provide the City with a report of the televised lines, including descriptions of the pipe and any defects

SCHEDULE: A written schedule of the work shall be submitted identifying all work components and showing work start and completion dates required to comply with the schedule. The cleaning and televising of the sewer lines will be completed within 45 working days of the notice to proceed issued by the City. A notice to proceed for the work is anticipated to be issued by the City on or around August 25, 2021. If work is not initiated within 7 calendar days of this notice, the City reserves the right to cancel the quotation and award to the second lowest responsible quote.

PROPOSAL SUBMITTAL: An itemized quote shall be submitted for the proposed work using the form at the end of this Request for Proposal (RFP)

COMMUNICATION WITH THE CITY: If any requirements of this RFP are not clearly understood, the Contractor is responsible for contacting the City for further clarifications in a prompt manner. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to the RFP.

SUBMISSION: A signed copy of the attached proposal form is requested by **10:00 a.m. Friday, August 13, 2021.** Deliver to the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey MN 55303 to the attention of Marsha Weidner, Engineering Administrative Assistant. E-mail quotes will be accepted and may be sent to MWeidner@cityoframsey.com.

REVIEW PROCESS: Proposals received by the RFP deadline will be reviewed by Engineering Staff. The City will award each individual project to the lowest proposal, rather than the lowest combined total of both proposals. The City reserves the right to reject any or all proposals and to waive minor irregularities. The winning proposal(s) must be presented by the City Engineer and approved by the Ramsey City Council (Council meetings are on the 2nd and 4th Tuesdays of the month); once approved, an email will be sent out awarding the proposal to the qualified vendor, at which time a Certificate of Insurance will be required prior to scheduling work.

PROPOSAL UNDERSTANDING: By submitting a proposal, the Contractor agrees to be bound to the terms and conditions herein.

COST OF PREPARATION: Under no condition will any costs of preparation of the proposal be reimbursed by the City.

LICENSE AND INSURANCE: By submitting a proposal, the Contractor affirms they shall maintain the following minimum insurance coverage while completing their work as related to this RFP in the following amounts: Commercial General Liability $1,000,000 per occurrence (written on an occurrence-based form bodily injury and property damage); automobile liability $1,000,000 per occurrence (including hired & non-owned bodily injury and property damage). The City of Ramsey shall be named as an additional insured on the Commercial General Liability insurance. Certificated of Insurance for all of the above insurance shall be filed with the City prior to the work. The Contractor also affirms they shall be licensed to perform the work in the State of Minnesota, and the work shall comply with all state and local laws.

WORKING HOURS: The work shall be carried out during normal working hours so as not to cause any unreasonable nuisance to affected residents and businesses. Under emergency conditions, this limitation may be waived in writing by the Engineer in conjunction with qualified local authority. Normal working hours for this work are considered to be from 7:00 a.m. to 8:00 p.m., Monday through Friday.

WORK AND STAGGING AREAS: The Contractor shall confine their work activities within City-owned properties and right of way / easement. No equipment shall be left on City streets outside normal working hours.

SPECIFICATIONS: Work shall be conducted in conformance with the specifications set forth herein and in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction which is incorporated by reference to these specifications.

PIPE CLEANING: The Contractor shall clean the pipe to a minimum of 95% capacity. Each run of pipe between structures, a minimum of 80% of the pipe invert must be visible.

TRAFFIC CONTROL: All traffic control devices and layouts shall conform and be installed in accordance to the latest addition of the Minnesota Temporary Traffic Control Field Manual.

PERMITS: The Contractor shall obtain all necessary construction permits.

PAYMENT: Invoices must be submitted to the City on a net 30-day basis, made out to the City of Ramsey Engineering Department including the project description, and must be submitted via email to accountspayable@cityoframsey.com. Payments may be made by EFT upon request, please submit EFT requests to accountspayable@cityoframsey.com. An IC 134 form will be required for final payment.

BASIS OF PAYMENT:

Mobilization – Payment shall be made on a lump sum basis for the mobilization of equipment.

Traffic Control – Payment shall be made on a lump sum basis as compensation for all equipment, material, and labor costs required for the installation and maintenance of traffic control measures (signage, barricades, flashers, flaggers, etc.), as directed by the Engineer, for any local traffic disruptions or temporary closures.

Clean and Televise Sewer – Payment shall be made on a per lineal foot basis as compensation for all equipment, material, and labor costs required for cleaning, removal and disposal of material, description and video of the sewer lines.

Other Items – The cost of any additional equipment, labor, materials, tools and supplies which have not been specifically identified in this section for payment, but are required to complete the project per the plans and specifications shall be considered incidental to the project.

PROPOSAL

I/We agree to furnish all materials and labor for the project(s) described above:

IP 22-01 SUNWOOD DRIVE AND WACO STREET SEWER TELEVISING

Item No.	Item Description	Unit	Quantity	Price	Extension
1	Mobilization	LS	1	_____	_____
2	Traffic Control	LS	1	_____	_____
3	Clean and Televise Sanitary Sewer Lines	LF	2063	_____	_____
4	Clean and Televise Storm Sewer Lines	LF	3333	_____	_____

Sunwood Drive & Waco Street Total (Items 1-4) _____

IP 22-06 WOOD POND HILLS 2ND – 5TH SEWER TELEVISING

Item No.	Item Description	Unit	Quantity	Price	Extension
1	Mobilization	LS	1	_____	_____
2	Traffic Control	LS	1	_____	_____
3	Clean and Televise Sanitary Sewer Lines	LF	5139	_____	_____
4	Clean and Televise Storm Sewer Lines	LF	1855	_____	_____

Wood Pond Hills 2nd – 5th Total (Items 1-4) _____

Contractor Name _____

Owner or representative _____

Phone(s) _____

E-mail _____

Signature _____

Date _____

TELEVISING SUMMARY

STORM SEWER		SANITARY SEWER	
PIPE SIZE (INCHES)	PIPE LENGTH (FEET)	PIPE SIZE (INCHES)	PIPE LENGTH (FEET)
12	205	8	2063
15	426		
18	516		
21	112		
27	730		
30	765		
29" SPAN ARCH	579		
TOTAL	3333	TOTAL	2063

0 40 80 120
SCALE (FEET)

N

ST. FRANCIS BOULEVARD (TH 47)

ZUNI STREET

SUNWOOD DRIVE

ARGON STREET

YAKIMA STREET

MATCH TO SHEET 2 — STA 12+00

MH24-3-60

MH25-4-54

MH25-4-56

MH25-1-1

0+00 1+00 2+00 3+00 4+00 5+00 6+00 7+00 8+00 9+00 10+00 11+00 12+00

FES 500
INV. 862.0

66' - 21" RCP

FES 700
858.2

CBMH 501
7.4'

89' - 29" SPAN RCP

274' - 29" SPAN RCP

53' - 12" RCP

178' - 29" SPAN RCP

STMH 702
10.4'

CB 507
3.1'

44' - 12" RCP

STMH 703
9.3'

38' - 29" SPAN RCP

CB 509
2.9'

44' - 12" RCP

STMH 701
12.2'

46' - 21" RCP

CBMH 502
7.4'

73' - 15" RCP

138' - 15" RCP

20' - 12" RCP

132' - 15" RCP

STMH 504
4.5'

CBMH 506
3.5'

CBMH 503
6.0'

FES 505
INV. 864.0

CBMH 508
3.1'

382' - 27" RCP

STMH 704
9.3'

83' - 15" RCP

348' - 27" RCP

STMH 608
20.0'

DATE	REVISION

Jul 28, 2021 - 9:42am
G:\Engineering\AutoCad Dwgs\Projects N-Z\Sunwood Drive & Waco Street 22-01\Support Drawings\22-01 Utility Testing Map.dwg

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

Engineer Name
Date xx /xx/xx Lic. No. Eng. No.

DESIGNED BY:	---	
DRAWN BY:	---	DATE: xx/xx/xx
CHECKED BY:	---	FILE: (file no.)

City of RAMSEY

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

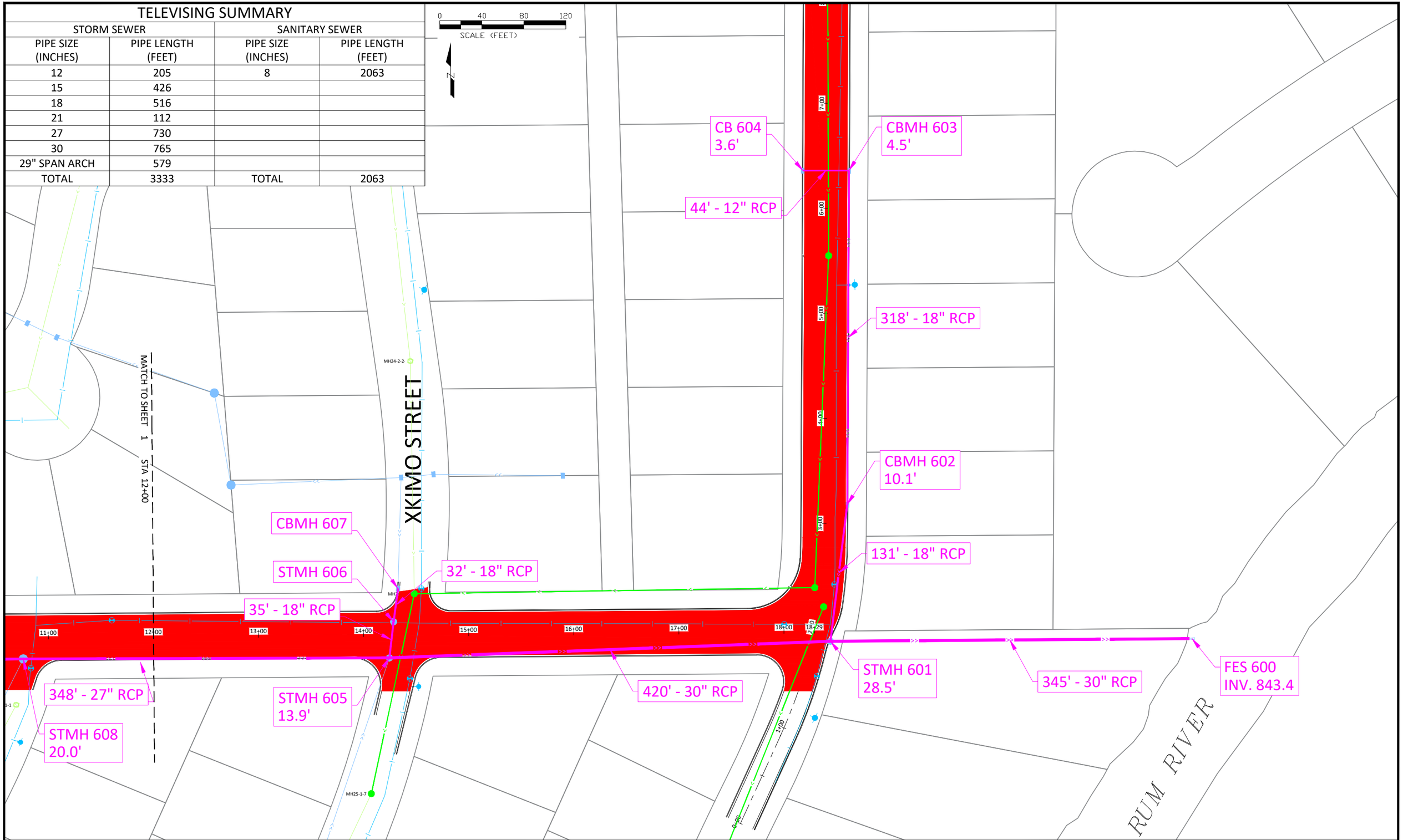
STORM SEWER
TELEVISING MAP

SUNWOOD DRIVE & WACO STREET RECONSTRUCTION
CITY PROJECT NO. 22-01
CITY OF RAMSEY, MINNESOTA

SHEET 1 OF 4 SHEETS

TELEVISING SUMMARY

STORM SEWER		SANITARY SEWER	
PIPE SIZE (INCHES)	PIPE LENGTH (FEET)	PIPE SIZE (INCHES)	PIPE LENGTH (FEET)
12	205	8	2063
15	426		
18	516		
21	112		
27	730		
30	765		
29" SPAN ARCH	579		
TOTAL	3333	TOTAL	2063



DATE	REVISION

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

Engineer Name
Date xx /xx/xx Lic. No. Eng. No.

DESIGNED BY:	---	
DRAWN BY:	---	DATE: xx/xx/xx
CHECKED BY:	---	FILE: (file no.)

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

STORM SEWER
TELEVISING MAP

SUNWOOD DRIVE & WACO STREET RECONSTRUCTION
CITY PROJECT NO. 22-01
CITY OF RAMSEY, MINNESOTA

SHEET 2 OF 4 SHEETS

TELEVISING SUMMARY

STORM SEWER		SANITARY SEWER	
PIPE SIZE (INCHES)	PIPE LENGTH (FEET)	PIPE SIZE (INCHES)	PIPE LENGTH (FEET)
12	205	8	2063
15	426		
18	516		
21	112		
27	730		
30	765		
29" SPAN ARCH	579		
TOTAL	3333	TOTAL	2063

0 40 80 120
SCALE (FEET)

N

MH 24-3-60
10.7'

MH24-3-60

ZUNI STREET

304' - 8" PVC SANITARY SEWER

MH24-2-2

XKIMO STREET

MH 24-2-23
6.5'

MH24-2-23

381' - 8" PVC SANITARY SEWER

WACO STREET

MH24-2-21

MATCH TO SHEET 4 — STA 17+50

SUNWOOD DRIVE

6+00 7+00 8+00 9+00 10+00 11+00 12+00 13+00 14+00 15+00 16+00 17+00 18+00 18+29

MH25-1-17

2+00

MH 25-4-56
7.6'

MH25-4-56

MH25-1-1

YAKIMA STREET

195' - 8" PVC SANITARY SEWER

MH 25-1-7
5.9'

MH25-1-7

1+00

0+00

MH25-1-16

DATE	REVISION

Jul 28, 2021 - 10:45am
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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Engineer Name
Date xx /xx/xx Lic. No. Eng. No.

DESIGNED BY:	---	
DRAWN BY:	---	DATE: xx/xx/xx
CHECKED BY:	---	FILE: (file no.)

City of RAMSEY

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

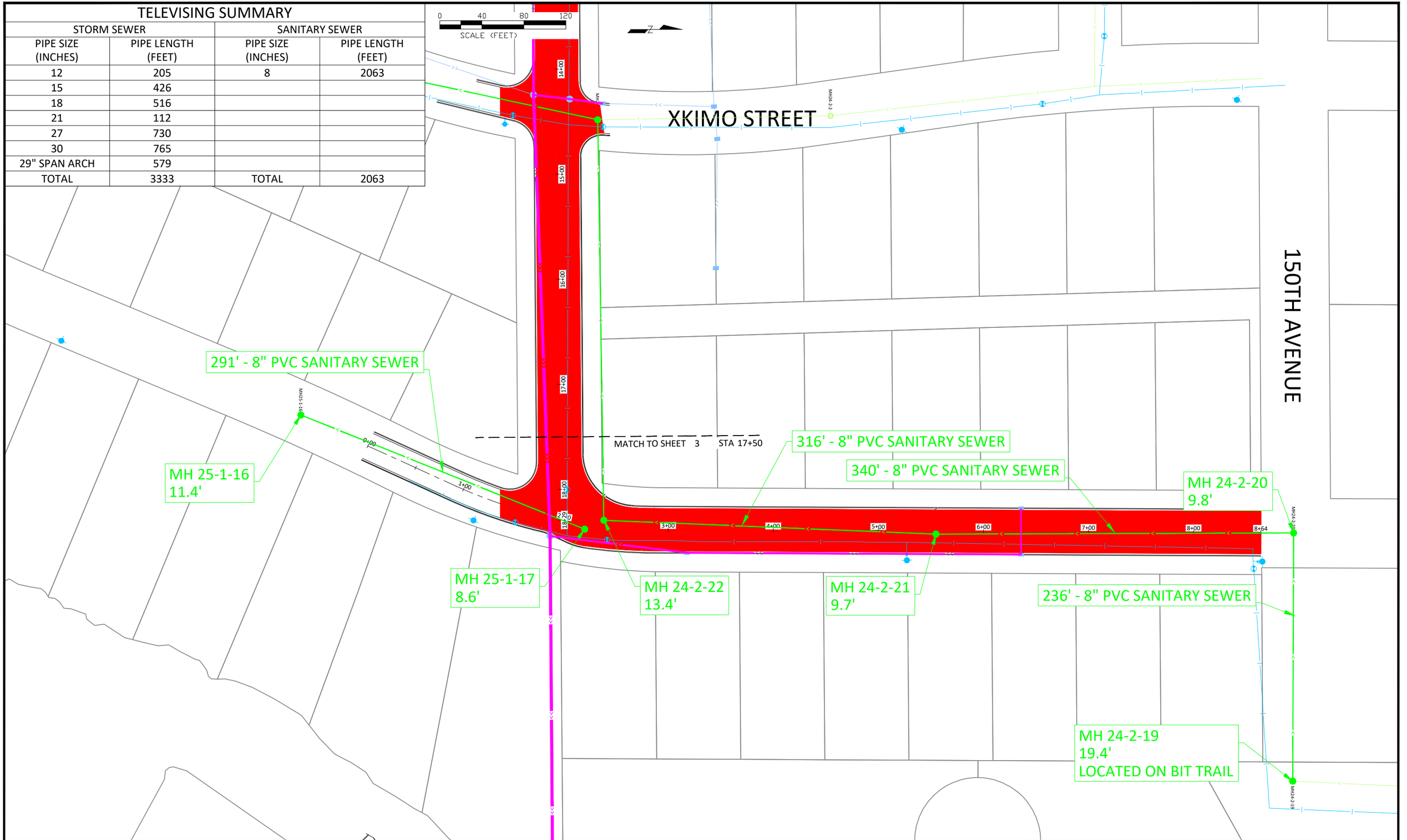
SANITARY SEWER
TELEVISING MAP

SUNWOOD DRIVE & WACO STREET RECONSTRUCTION
CITY PROJECT NO. 22-01
CITY OF RAMSEY, MINNESOTA

SHEET 3 OF 4 SHEETS

TELEVISING SUMMARY

STORM SEWER		SANITARY SEWER	
PIPE SIZE (INCHES)	PIPE LENGTH (FEET)	PIPE SIZE (INCHES)	PIPE LENGTH (FEET)
12	205	8	2063
15	426		
18	516		
21	112		
27	730		
30	765		
29" SPAN ARCH	579		
TOTAL	3333	TOTAL	2063



DATE	REVISION

Jul 28, 2021 - 10:40am
G:\Engineering\AutoCad Dwgs\Projects N-Z\Sunwood Drive & Waco Street 22-01\Support Drawings\22-01 Utility Testing Map.dwg

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

Engineer Name
Date xx /xx/xx Lic. No. Eng. No.

DESIGNED BY:	---	
DRAWN BY:	---	DATE: xx/xx/xx
CHECKED BY:	---	FILE: (file no.)

City of RAMSEY

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

SANITARY SEWER
TELEVISING MAP

SUNWOOD DRIVE & WACO STREET RECONSTRUCTION
CITY PROJECT NO. 22-01
CITY OF RAMSEY, MINNESOTA

SHEET 3 OF 4 SHEETS

TELEVISING SUMMARY

STORM SEWER		SANITARY SEWER	
PIPE SIZE (INCHES)	PIPE LENGTH (FEET)	PIPE SIZE (INCHES)	PIPE LENGTH (FEET)
12	966	8	4475
15	527	30	664
18	362		
TOTAL	1855	TOTAL	5139

0 100 200 300
SCALE (FEET)

N

MH 26-1-23
10.3'
216' - 8" PVC SANITARY SEWER
113' - 8" PVC SANITARY SEWER
MH 26-1-21
10.5'
MH 26-1-22
9.5'
KRYPTON COURT
75' - 8" PVC SANITARY SEWER
MH 26-1-20
31.5'; DROP 9'
SUNWOOD DRIVE
MH 26-1-25
21.1'; DROP 12.3'
304' - 8" PVC SANITARY SEWER
MH 26-1-26
11.9'
TOURNE COURT
287' - 8" PVC SANITARY SEWER
MH 26-1-27
11.4'
NOWTHEN BOULEVARD (CSAH 5)
MH 26-1-55
9.9'
205' - 8" PVC SANITARY SEWER
MH 26-1-53
12.2'
133' - 8" PVC SANITARY SEWER
146TH CIRCLE
MH 26-1-54
10.9'
MH 26-1-52
10.0'
169' - 8" PVC SANITARY SEWER
145' - 8" PVC SANITARY SEWER
MH 26-1-51
7.9'
MH 25-4-26
9.9'
MH 26-1-56
20.3'
146TH AVENUE
HELENA COURT
248' - 8" PVC SANITARY SEWER
124' - 8" PVC SANITARY SEWER
248' - 8" PVC SANITARY SEWER
MH 26-1-50
9.9'
MH 26-1-58
15.1'
MH 25-4-27
13.0'
189' - 8" PVC SANITARY SEWER
TOURNE STREET
205' - 8" PVC SANITARY SEWER
MH 26-1-49
20.1'; DROP 6.8' OUT
155' - 8" PVC SANITARY SEWER
MH 26-1-60
8.4'
MH 26-1-59
9.1'
PINE STREET
168' - 8" PVC SANITARY SEWER
112' - 8" PVC SANITARY SEWER
MH 26-1-62
8.8'
161' - 8" PVC SANITARY SEWER
MH 25-4-31
10.8'
MH 26-1-61
9.0'
403' - 8" PVC SANITARY SEWER
MH 25-4-28
8.7'
145TH CIRCLE
137' - 8" PVC SANITARY SEWER
MH 26-1-63
9.3'
217' - 8" PVC SANITARY SEWER
MH 25-4-30
7.8'
145TH COURT
MH 25-4-29
7.2'
233' - 8" PVC SANITARY SEWER
MH 26-2-36
9.6'
664' - 30" RCP SANITARY SEWER
MH 26-2-37
10.1'
124' - 8" PVC SANITARY SEWER
104' - 8" PVC SANITARY SEWER
MH 26-2-35
20.1'
145TH AVENUE

DATE	REVISION

Jul 26, 2021 - 9:54am
G:\Engineering\AutoCad Dwgs\Projects N-Z\Wood Pond Hills 2nd - 5th Recon 22-06\Support Drawings\22-06 Utility Testing Map.dwg

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

Engineer Name
Date xx /xx/xx Lic. No. Eng. No.

DESIGNED BY:	---	
DRAWN BY:	---	DATE: xx/xx/xx
CHECKED BY:	---	FILE: (file no.)

City of RAMSEY

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

SANITARY SEWER
TELEVISING MAP

WOOD POND HILLS 2ND - 5TH STREET RECONSTRUCTIONS
CITY PROJECT NO. 22-06
CITY OF RAMSEY, MINNESOTA

SHEET 1 OF 2 SHEETS

TELEVISING SUMMARY

STORM SEWER		SANITARY SEWER	
PIPE SIZE (INCHES)	PIPE LENGTH (FEET)	PIPE SIZE (INCHES)	PIPE LENGTH (FEET)
12	966	8	4475
15	527	30	664
18	362		
TOTAL	1855	TOTAL	5139

0 50 100 150
SCALE (FEET)

N

CB 305
BLD 5.0' (2' SUMP)
42' - 12" RCP
71' - 12" RCP
CB 304
BLD 4.7' (2' SUMP)
STMH 201
BLD 4.5'
CBMH 303
BLD 7.9' (2' SUMP)
189' - 18" RCP
167' - 15" RCP
FES 200
18" RC INV. 858.10
83' - 18" RCP
FES 203
18" RC INV. 859.05
32' - 12" RCP
CBMH 301
BLD 9.8' (2' SUMP)
STMH 202
BLD 5.0'
90' - 18" RCP
FES 300
15" RC INV. 856.00
121' - 12" RCP
CB 302
BLD 2.6'
35' - 15" RCP
46' - 12" RCP
FES 400
12" RC INV. 866.00
JUNKYARD STREET
CBMH 101
BLD 4.4'
38' - 15" RCP
FES 100
15" RC INV. 857.80
39' - 15" RCP
CBMH 102
BLD 3.0'
SUNWOOD DRIVE
73' - 12" RCP
CB 103
BLD 3.0'
144' - 12" RCP
CB 403
BLD 3.0'
3
INV. 859.05
32' - 12" RCP
1
2' SUMP)
CBMH 401
BLD 6.7'
CBMH 402
BLD 3.9'
0
INV. 856.00
121' - 12" RCP
RCP
DINE STREET
248' - 15" RCP
CB 408
BLD 2.8'
34' - 12" RCP
CBMH 405
BLD 4.4'
FES 400
12" RC INV. 866.00
CBMH 404
BLD 5.0'
145TH CIRCLE
CBMH 407
BLD 3.0'
32' - 12" RCP
53' - 12" RCP
118' - 12" RCP
CBMH 406
BLD 4.1'
130' - 12" RCP
FES 409
12" RC INV. 876.00
10DINE COURT
146TH CIRCLE

DATE	REVISION

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

Engineer Name
Date xx /xx/xx Lic. No. Eng. No.

DESIGNED BY:	---	
DRAWN BY:	---	DATE: xx/xx/xx
CHECKED BY:	---	FILE: (file no.)

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

STORM SEWER
TELEVISING MAP

WOOD POND HILLS 2ND - 5TH STREET RECONSTRUCTIONS
CITY PROJECT NO. 22-06
CITY OF RAMSEY, MINNESOTA

SHEET 2 OF 2 SHEETS

Jul 26, 2021 - 9:54am
G:\Engineering\AutoCad Dwgs\Projects N-Z\Wood Pond Hills 2nd - 5th Recon 22-06\Support Drawings\22-06 Utility Testing Map.dwg

CC Regular Session **5. 16.**

Meeting Date: 08/24/2021

By: Chris Anderson, Community Development

Information

Title

Adopt Resolution #21-243 Granting an Easement Encroachment Agreement for 8897 151st Lane NW; Case of Preserve at Northfork, LLC

Purpose/Background:

The City received a Building Permit Application for a new dwelling to be constructed at 8897 151st Lane NW (the "Subject Property"). The Certificate of Survey shows the front corners of the home and attached garage meeting the required side yard setback of five (5) feet. However, on one side of the attached garage, the one (1) foot eave overhang extends slightly into the five (5) foot wide drainage and utility easement. This encroachment occurs over approximately the first ten (10) feet of depth of the garage.

Observations/Alternatives:

This type of potential encroachment was identified in both Preserve at Northfork and Riverstone. In later phases of each subdivision, where possible, the width of the drainage and utility easements was reduced down to four (4) feet to avoid potential encroachment issues. However, the Subject Property is within the 1st Addition of Preserve at Northfork, which still has the five (5) wide drainage and utility easements.

There do not appear to be any major utilities (water, sanitary, storm sewer) within the drainage and utility easement (storm sewer is in the adjacent outlet to the west). Furthermore, the entirety of the adjacent outlot (Outlot C, Preserve at Northfork) is also encumbered with drainage and utility easement. Thus, it does not appear that this slight encroachment would impact the functionality of the easement.

Recommendation:

Staff recommends adopting Resolution #21-243 approving an Easement Encroachment Agreement on the Subject Property.

Action:

Motion to adopt Resolution #21-243 approving an Easement Encroachment Agreement on the Subject Property.

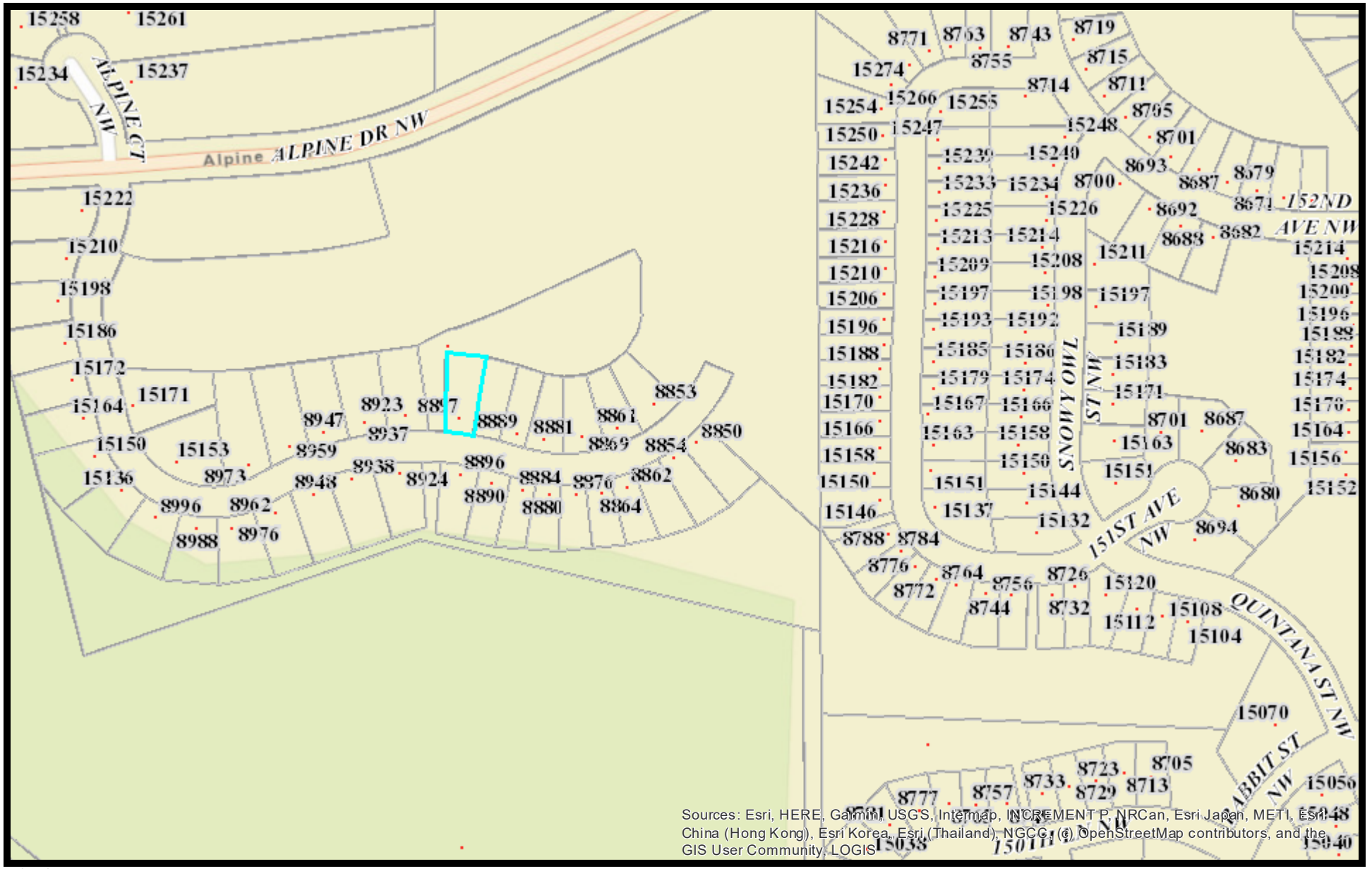
Attachments

Site Location Map
Certificate of Survey
Easement Encroachment Agreement
Resolution #21-243

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	08/19/2021 11:28 AM
Kurt Ulrich	Kurt Ulrich	08/19/2021 02:27 PM
Form Started By: Chris Anderson		Started On: 08/16/2021 10:54 AM
Final Approval Date: 08/19/2021		

Site Location Map
8897 151st Lane NW



8/16/2021 11:20:42 AM

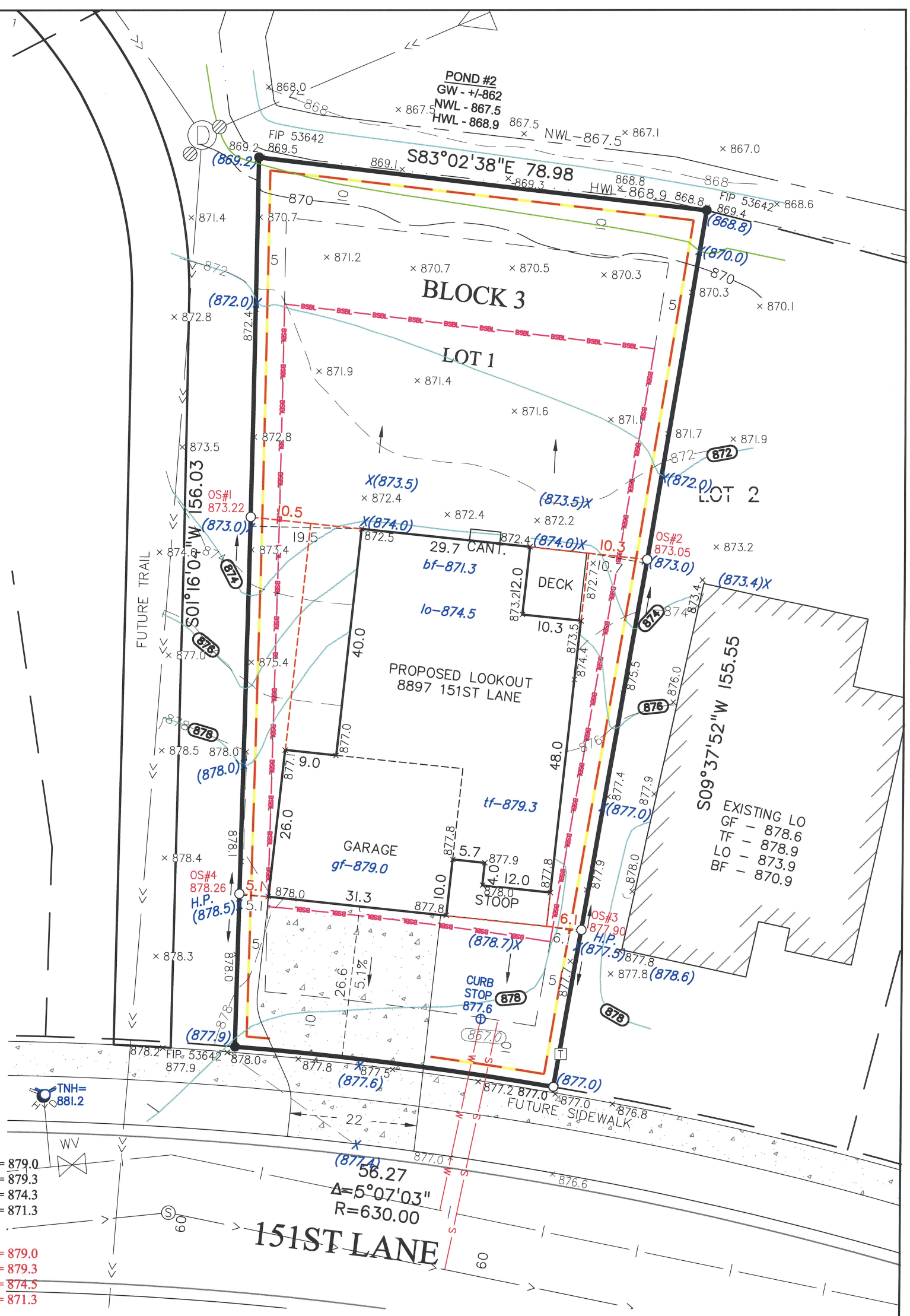
0 0.0175 0.035 0.07 0.105 0.14 mi

SURVEY LEGEND

- STORM DRAIN
- CATCH BASIN
- GATE VALVE
- HYDRANT
- IRON PIPE SET
- IRON PIPE FOUND
- SANITARY MANHOLE
- x972.5 GROUND ELEVATION
- (972.5) PROPOSED ELEVATION
- WETLAND BUFFER POST
- H HAND HOLE
- E ELECTRIC TRANSFORMER
- T TELEPHONE PEDESTAL
- U UTILITY PEDESTAL
- 000.0 SEWER SERVICE ELEVATION
- EXISITNG TREE
- PROPOSED TREE
- PROPOSED TREE
- BITUMINOUS
- CONCRETE
- 960 CONTOUR PROPOSED
- 960 CONTOUR EXISTING
- DRAINAGE ARROW
- CONCRETE CURB
- > SANITARY SEWER
- >> STORM SEWER
- I WATERMAIN
- PROPOSED SILT FENCE
- DT DRAIN TILE
- x x FENCE
- BSBL BUILDING SETBACK LINE

NORTH

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN HEREON FROM RECORDED PLAT AND LABELED AS SHOWN



Development Plan Data - LO

Garage Floor Elevation	= 879.0
Top of Foundation Elevation	= 879.3
Lookout Elevation	= 874.3
Basement Floor Elevation	= 871.3

Proposed Elevations

Proposed Garage Floor Elevation	= 879.0
Proposed Top of Foundation Elevation	= 879.3
Proposed Lookout Elevation	= 874.5
Proposed Basement Floor Elevation	= 871.3

Property Description: Lot 1, Block 3, THE PRESERVE AT NORTHFORK, according to the recorded plat thereof, Anoka County, Minnesota.

1. Address: 8897 151st Lane, Ramsey, Minnesota 55303
2. We have shown the location of utilities on the surveyed property by observed evidence only and by available plans. Please note that we have not placed a Gopher State One Call for this survey. There may or may not be underground utilities in the mapped area, therefore extreme caution must be exercise before any excavation takes place on or near this site. Also, please note that seasonal conditions may inhibit our ability to visibly observe all the utilities located on the subject property. Before digging, you are required by law to notify Gopher State One Call at least 48 hours in advance at 651/454-0002. The contractor shall determine the exact location of any and all existing utilities before commencing work and is responsible for any and all damages arising out of his failure to exactly locate and preserve any and all existing utilities.
3. Must maintain a minimum 2% slope gradient to accommodate positive drainage.
4. All set offset irons are measured to hundredths of a foot and can be used as benchmarks.
5. The proposed driveway shown is conceptual only and does not purport to show exactly how the driveway shall be built.
6. A title opinion was not furnished to the surveyor as part of this survey. Only easements per the recorded plat are shown unless otherwise denoted hereon.
7. Proposed grades shown adjacent to building foundation refers to top of black dirt.
8. Verify sanitary service invert prior to any concrete work.

Offset Irons

(elevations are to the top of pipe)

OS #1= 873.22 OS #2= 873.05
OS #4= 878.26 OS #3= 877.90

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.

Dated this 28th day of June, 2021.

Daniel L. Schmidt, PLS Minnesota License No. 26147
schmidt@sathre.com

SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000

Section 13 - Township 30 - Range 24

CERTIFICATE OF SURVEY

PREPARED FOR

LEWIS CUSTOM HOMES

JOB #: 50615-079	REVISIONS
FIELD CREW:	NEW HOUSE PLANS 06/28/21 TS
DRAWN BY: TS	
CHECKED BY: AS	
DATE: 10/06/2020	

ENCROACHMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of _____, 2021, by and between the **CITY OF RAMSEY**, a municipal corporation under the laws of the State of Minnesota ("City"), and **Preserve at Northfork, LLC**, and their successors and assigns ("Landowner").

RECITALS:

WHEREAS, Landowner is the fee owner of the real property located at 8897 151st Lane NW, Ramsey, Minnesota, and legally described as follows:

Lots 1, Block 3 Preserve at Northfork

(the "Property"); and

WHEREAS, the City currently has five (5) foot wide 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 "PRESERVE AT NORTHFORK" recorded in the Office of the County Recorder, Anoka County, Minnesota; and

WHEREAS, Landowner seeks permission from the City to partially encroach upon the Easements up to a maximum of one (1) foot with eave overhangs (foundations would not encroach into the Easements).

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 of no more than one (1) foot on and over the Easements by Landowner for the purposes of constructing and maintaining eave overhangs (the "Overhangs") over that part of the Easements subject to the terms of this Agreement.

2. Landowner shall not expand the Overhangs in width, depth, or height unless approved in writing by the City. If the Overhangs are 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 Overhangs.

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 Overhangs within the Easements. The City's only obligation shall be to fill the excavated area and level the same to the grade that it was prior to the City's excavation. Notwithstanding the above, in the event the City finds it is necessary to completely restore the easement area, the Landowner agrees to remove that portion of the Overhangs that has been placed in the Easements. Landowner will promptly comply with said removal request at their expense and will remove the Overhangs 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 Overhangs, 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 Properties 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 Overhangs, 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: Preserve at Northfork, LLC
11803 Porter Drive
Champlin, MN 55316

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 each of the Properties.

CITY OF RAMSEY

By: _____ By: _____
Mark E. Kuzma, Mayor Kurtis Ulrich, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, 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: _____

Its: _____

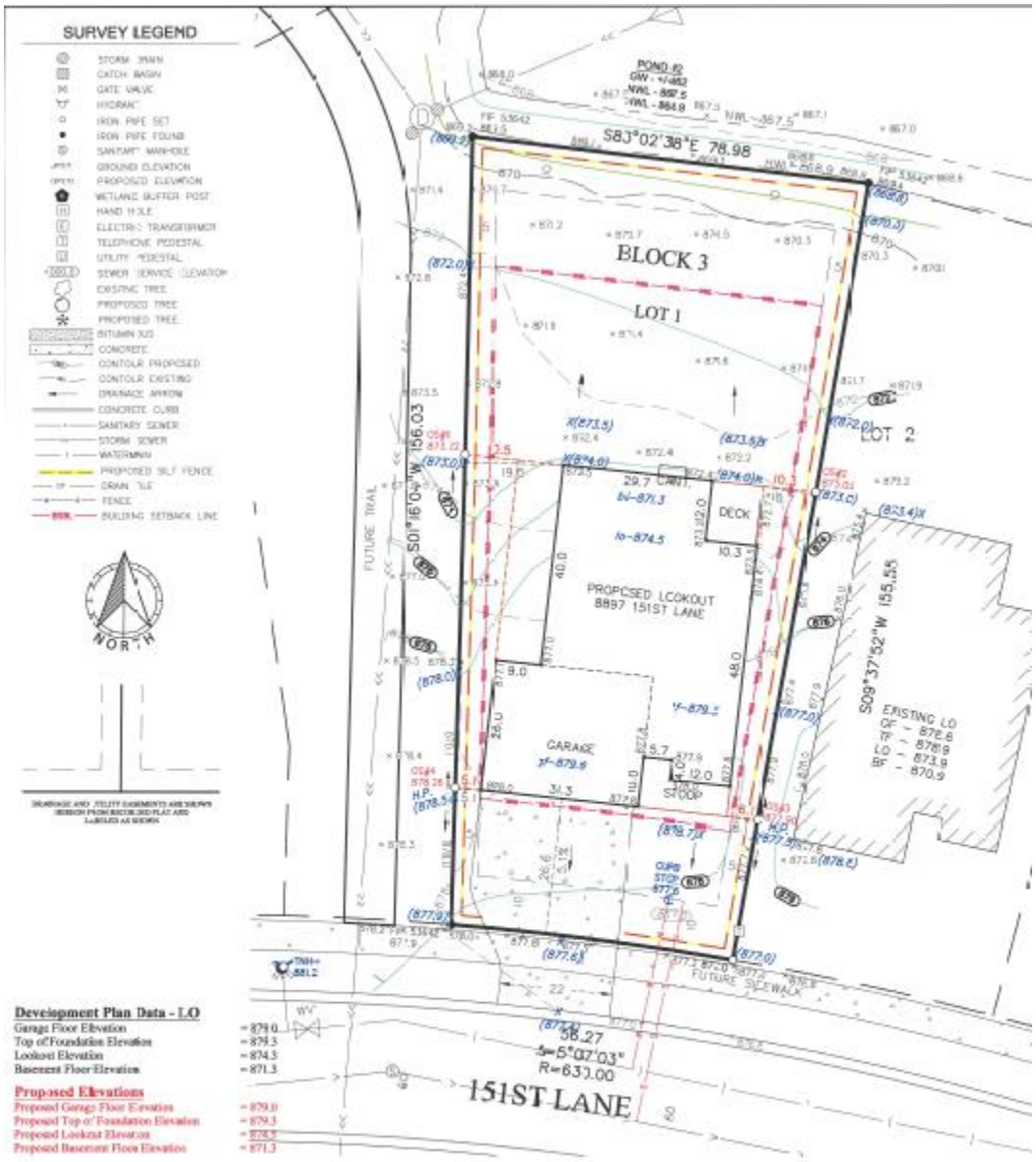
STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

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

_____
Notary Public

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

EXHIBIT



Property Description: Lot 1, Block 3, THE PRESERVE AT NORTHPORKE, according to the recorded plat thereof, Anoka County, Minnesota.

1. Address: 8897 151st Lane, Ramsey, Minnesota 55303

2. We have shown the location of utilities on the surveyed property by observed evidence only and by available plans. Please note that we have not placed a Gopher State One Call for this survey. There may or may not be underground utilities in the mapped area, therefore extreme caution must be exercise before any excavation takes place on or near this site. Also, please note that seasonal conditions may inhibit our ability to visibly observe all the utilities located on the subject property. Before digging, you are required by law to notify Gopher State One Call at least 48 hours in advance at 651/454-0002. The contractor shall determine the exact location of any and all existing utilities before commencing work and is responsible for any and all damages arising out of his failure to exactly locate and preserve any and all existing utilities.

3. Must maintain a minimum 2% slope gradient to accommodate positive drainage.

4. All set offset irons are measured to handmidths of a foot and can be used as benchmarks.

5. The proposed driveway shown is conceptual only and does not purport to show exactly how the driveway shall be built.

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.

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

RESOLUTION #21-243

RESOLUTION APPROVING AN EASEMENT ENCROACHMENT AGREEMENT FOR AN EAVE OVERHANG ON THE PROPERTY LOCATED AT 8897 151ST LANE NW

WHEREAS, Preserve at Northfork, LLC, hereafter referred to as "Developer", has requested approval of an easement encroachment up to a one (1) foot into drainage and utility easements on the property generally known as 8897 151st Lane NW, Ramsey, Minnesota, and legally described as:

Lot 1, Block 3, Preserve at Northfork, Anoka County, Minnesota

(the 'Subject Property');

WHEREAS, the City of Ramsey reviewed and approved the easement encroachment agreement on August 24, 2021 subject to City Attorney and City Engineer approval.

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

1. That the Ramsey City Council hereby approves an Easement Encroachment Agreement authorizing up to a one (1) foot easement encroachment of eave overhangs into the five (5) foot wide, side yard drainage and utility easements on the Subject Property, subject to City Attorney and City Engineer approval and execution of a signed encroachment agreement between Developer and City.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 24th day of August, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **5. 17.**

Meeting Date: 08/24/2021

Submitted For: Grant Riemer, Engineering/Public Works

By: MaryJo Warner, Engineering/Public Works

Information

Title

Adopt Resolution #21-245 Authorizing Partial Payment #11 to RJM Construction for Improvement Project 20-07 New Public Works Facility

Purpose/Background:

Resolution and Pay Estimate #11 attached.

Observations/Alternatives:

Checks are made payable and addressed to contractors, payments will be sent to RJM Construction, LLC for disbursement as listed in the attached Resolution #21-245.

Funding Source:

Funding for this this item was budgeted as part of the public works building project.

Recommendation:

The Public Works Superintendent has inspected the completed work and recommends approving partial payment #11 in the amount of $1,090,554.13 to RJM Construction for Improvement Project #20-07, New Public Works Facility.

Action:

Motion to adopt Resolution #21-245 authorizing partial payment #11 to RJM Construction for Improvement Project #20-07, New Public Works Facility.

Attachments

Resolution

Pay Request

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	08/17/2021 07:40 AM
Kurt Ulrich	Kurt Ulrich	08/18/2021 04:46 PM
Form Started By: MaryJo Warner		Started On: 08/16/2021 01:57 PM
Final Approval Date: 08/18/2021		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #21-245

RESOLUTION AUTHORIZING PARTIAL PAYMENT #11 TO RJM CONSTRUCTION AND ITS CONTRACTORS FOR THE NEW RAMSEY PUBLIC WORKS FACILITY, IMPROVEMENT PROJECT #20-07

WHEREAS, the City of Ramsey has planned for a new public works facility and added it to our Capital Improvement Plan in 2006; and

WHEREAS, the property for the new public works facility was purchased in 2008 adjacent to the current facility and that purchase was finalized in 2013; and

WHEREAS, a third party architectural firm (BKV Group) was hired in 2015 to perform a space needs analysis to determine the size of facility needed to serve the public works departments needs for now and 30-50 years into the future.; and

WHEREAS, the old facility consists of three buildings and multiple off site storage locations, the new site will contain all public works functions and equipment at one centralized location; and

WHEREAS, on September 10th 2019 Ramsey City Council entered into a contract with RJM Construction to provide construction management services for the new Ramsey public works facility; and

WHEREAS, as of August 24th, 2021 $12,244,417.01 has been paid to date; and

WHEREAS, the Public Works Superintendent has inspected the completed work and recommends authorizing partial payment #11 to RJM Construction for Improvement Project #20-07, New Ramsey Public Works Facility; and

WHEREAS, checks are made payable and addressed to contractors, payments will be sent to RJM Construction, LLC for disbursment as listed below:

CONTRACTOR	PAY REQUEST AMOUNT
Northland Concrete and Masonry	$81,617.35
Donlar Construction Company	$22,568.01
Steenberg-Watrud	$3,914.95
Ebert Construction	$16,807.88
Bredemus Hardware	$15,670.25
Twin City Garage Door	$75,026.25
Won Door Corporation	$18,488.90
Top Lite Contract Glazing	$3,196.75
RTL Construction	$30,637.20
Swanson & Youngdale	$38,000.00
Miner, LTD dba Star Equipment	$10,617.36

Distinctive Cabinet Design	$40,691.35
Brothers Fire Protection	$14,612.66
Klamm Mechanical Contractors	$192,464.30
Architect Mechanical	$186,569.55
Wolf River Electric	$119,124.30
Minnesota Utilities & Excavating	$16,820.70
Stapf Concrete	$109,155.00
RJM Construction	$94,571.06
Total	$1,090,554.13

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

1) The City Council authorizes partial payment #11 to RJM Construction for disbursement for Improvement Project #20-07, New Public Works Facility, in the amount of $1,090,554.13.

2) The City Council hereby authorizes the Mayor or City Administrator to sign the release from for payment.

3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of August 24, 2021.

4) That the City of Ramsey Finance Department will be given a signed copy of this resolution.

That the motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor 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 August, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

DocuSign Envelope ID: 94465321-7934-4DD1-A69E-2A65D20CB706

PAYMENT SUMMARY
FOR PERIOD ENDING 06-30-2021
PROJECT: City of Ramsey Public Works
Job #19520-0180

CONTRACT PAYMENTS

*Checks are to be made payable and address to the contractors. Payments should then be sent to RJM Construction, LLC for disbirsement.

Contractor	Application #	Certified Amount
Northland Concrete & Masonry	11	81,617.35
Donlar Construction Company	11	22,568.01
Steenberg-Watrud	11	3,914.95
Ebert Construction	11	16,807.88
Bredemus Hardware	11	15,670.26
Twin City Garage Door	11	75,026.25
Won Door Corporation	11	18,488.90
Top Lite Contract Glazing	11	3,196.75
RTL Construction	11	30,637.50
Swanson & Youngdale	11	38,000.00
Miner, LTD dba Star Equipment	11	10,617.36
Disctinctive Cabinet Design	11	40,691.35
Brothers Fire Protection	11	14,612.66
Klamm Mechanical Contractors	11	192,464.30
Architect Mechanical	11	186,569.55
Wolf River Electric	11	119,124.30
Minnesota Utilities & Excavating	11	16,820.70
Stapf Concrete	11	109,155.00
RJM Construction	11	94,571.06
	Totals	1,090,554.13

DocuSign Envelope ID: 94465321-7934-4DD1-A69E-2A65D20CB706

Please Remit Payment to: RJM Construction, LLC

RJM CONSTRUCTION.

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Project: 19520-0180 City of Ramsey Public Works
14100 Jasper Street NW
Ramsey, MN 55303

Architect:

Invoice #: 0180-11
Application No. : 11
Application Date: 7/31/2021
Period From: 7/1/2021
To: 7/31/2021

Distribution to :
☐ Owner
☐ Architect
☐ Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum			$16,361,624.00
2. Net Change By Change Order			$0.00
3. Contract Sum To Date			$16,361,624.00
4. Total Completed and Stored To Date			$12,244,417.01
5. Retainage:			
a. 5.00%	of Completed Work	$612,220.88	
b. 0.00%	of Stored Material	$0.00	
Total Retainage			$612,220.88
6. Total Earned Less Retainage			$11,632,196.13
7. Less Previous Certificates For Payments			$10,541,642.00
8. Current Payment Due			$1,090,554.13
9. Balance To Finish, Plus Retainage			$4,729,427.87

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$0.00	$0.00
Net Changes By Change Order	**$0.00**	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: **RJM Construction LLC**

By: DocuSigned by: Curtis Sell 8A4BBF080CE74A0... Date: 8/9/2021

State of:
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

County of:
day of

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT'S CERTIFICATE FOR PAYMENT

AMOUNT CERTIFIED **$ 1,090,554.13**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: Andrew Cooper Date: 08/11/2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

DocuSign Envelope ID: 94465321-7934-4DD1-A69E-2A65D20CB706

CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 11
Application Date : 07/31/21
To: 07/31/21
Architect's Project No.:

Invoice # : 0180-11 **Contract :** 19520-0180 City of Ramsey Public Works

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)			
1	City of Ramsey Public Works	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
1A	Special Inspections	56,022.00	22,866.50	0.00	0.00	22,866.50	40.82%	33,155.50	1,143.33
1B	Survey	22,160.00	22,160.00	0.00	0.00	22,160.00	100.00%	0.00	1,108.00
1C	Final Cleaning	52,047.00	0.00	0.00	0.00	0.00	0.00%	52,047.00	0.00
3A	Concrete	1,368,094.50	1,258,064.50	109,668.80	0.00	1,367,733.30	99.97%	361.20	68,386.67
3B	Architectural Precast Concrete	1,534,950.00	1,508,599.00	0.00	0.00	1,508,599.00	98.28%	26,351.00	75,429.95
3C	Polished and Sealed Concrete	87,325.00	0.00	0.00	0.00	0.00	0.00%	87,325.00	0.00
4A	Masonry	217,361.00	207,184.00	4,121.00	0.00	211,305.00	97.21%	6,056.00	10,565.25
5A	Structural Steel/Misc. Metals - Material	847,760.90	844,693.90	0.00	0.00	844,693.90	99.64%	3,067.00	42,234.70
5B	Structural Steel/Misc. Metals - Erection	313,649.86	306,020.90	0.00	0.00	306,020.90	97.57%	7,628.96	15,301.05
6A	Carpentry Materials and Install	154,400.00	47,725.80	17,692.50	0.00	65,418.30	42.37%	88,981.70	3,270.93
7A	Waterproofing & Weatherproofing	44,000.00	39,000.00	0.00	0.00	39,000.00	88.64%	5,000.00	1,950.00
7B	Architectural Metal Panels	221,121.72	201,121.72	0.00	0.00	201,121.72	90.96%	20,000.00	10,056.09
7C	EPDM Roofing	874,000.00	857,981.00	0.00	0.00	857,981.00	98.17%	16,019.00	42,899.05
7D	Joint Sealants	9,448.00	0.00	0.00	0.00	0.00	0.00%	9,448.00	0.00
8A	Doors, Frames, and Hardware - Materials	111,795.00	36,095.00	16,495.00	0.00	52,590.00	47.04%	59,205.00	2,629.51
8B	Overhead Coiling Doors	21,575.00	0.00	21,575.00	0.00	21,575.00	100.00%	0.00	1,078.75
8C	Accordian Security Doors	20,273.00	0.00	19,462.00	0.00	19,462.00	96.00%	811.00	973.10
8D	Sectional Overhead Doors	207,900.00	102,000.00	57,400.00	0.00	159,400.00	76.67%	48,500.00	7,970.00
8E	Aluminum Framed Storefronts & Entrances	142,557.00	110,837.00	3,365.00	0.00	114,202.00	80.11%	28,355.00	5,710.10
8F	Translucent Wall Panels	84,602.00	647.00	0.00	0.00	647.00	0.76%	83,955.00	32.35
9A	Gypsum Board Assemblies	251,358.80	198,364.40	32,250.00	0.00	230,614.40	91.75%	20,744.40	11,530.73
9B	Tiling	35,882.00	0.00	0.00	0.00	0.00	0.00%	35,882.00	0.00
9C	Acoustical Ceilings	32,500.00	0.00	0.00	0.00	0.00	0.00%	32,500.00	0.00
9D	Carpet and Resilient Base	16,572.00	7,714.08	0.00	0.00	7,714.08	46.55%	8,857.92	385.70
9E	Painting	165,781.00	25,000.00	40,000.00	0.00	65,000.00	39.21%	100,781.00	3,250.00
10A	Signage	16,431.00	0.00	0.00	0.00	0.00	0.00%	16,431.00	0.00
10B	Specialties Materials	14,868.00	0.00	0.00	0.00	0.00	0.00%	14,868.00	0.00
10C	Lockers	51,718.00	1,631.00	0.00	0.00	1,631.00	3.15%	50,087.00	81.55
10D	Operable Partitions	19,497.00	0.00	0.00	0.00	0.00	0.00%	19,497.00	0.00
11A	Vehicle Wash Equipment	66,592.71	0.00	0.00	0.00	0.00	0.00%	66,592.71	0.00

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CONTINUATION SHEET

Application and Certification for Payment, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 11
Application Date : 07/31/21
To: 07/31/21
Architect's Project No.:

Invoice # : 0180-11 **Contract : 19520-0180 City of Ramsey Public Works**

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Stored To Date	% (G / C)	Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place	(Not in D or E)	(D+E+F)			
11B	Vehicle Fueling System	292,572.00	213,845.71	0.00	0.00	213,845.71	73.09%	78,726.29	10,692.29
11C	Loading Dock Equipment	11,695.00	0.00	11,176.17	0.00	11,176.17	95.56%	518.83	558.81
12A	Window Treatments	20,531.22	0.00	0.00	0.00	0.00	0.00%	20,531.22	0.00
12B	Casework Materials	57,833.00	10,000.00	42,833.00	0.00	52,833.00	91.35%	5,000.00	2,641.65
14A	Vehicle Lifts	281,054.00	74,865.29	0.00	0.00	74,865.29	26.64%	206,188.71	3,743.26
21A	Fire Supression Systems	158,300.00	104,585.55	15,381.75	0.00	119,967.30	75.78%	38,332.70	5,998.37
22A	Plumbing Systems	1,036,900.73	659,683.90	202,594.00	0.00	862,277.90	83.16%	174,622.83	43,113.90
23A	HVAC Systems	1,284,759.08	943,195.08	196,389.00	0.00	1,139,584.08	88.70%	145,175.00	56,979.17
26A	Electrical Systems	881,389.09	622,135.84	125,394.00	0.00	747,529.84	84.81%	133,859.25	37,376.51
31A	Earthwork	648,804.48	598,528.16	17,706.00	0.00	616,234.16	94.98%	32,570.32	30,811.71
32A	Asphalt Paving	637,702.26	449,555.70	0.00	0.00	449,555.70	70.50%	188,146.56	22,477.79
32B	Site Concrete	143,101.44	14,692.88	114,900.00	0.00	129,592.88	90.56%	13,508.56	6,479.64
32C	Fences and Gates	313,330.00	0.00	0.00	0.00	0.00	0.00%	313,330.00	0.00
32D	Landscaping	68,219.00	4,755.60	0.00	0.00	4,755.60	6.97%	63,463.40	237.78
33A	Site Utilities	487,782.00	479,412.00	0.00	0.00	479,412.00	98.28%	8,370.00	23,970.60
41A	Overhead Crane System	83,348.00	0.00	0.00	0.00	0.00	0.00%	83,348.00	0.00
01-00	General Conditions & Requirements	1,070,034.49	724,437.07	79,415.41	0.00	803,852.48	75.12%	266,182.01	40,192.62
01-80	Preconstruction	19,985.00	19,985.00	0.00	0.00	19,985.00	100.00%	0.00	999.25
90-40	Building Permit	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
90-50	General Liability Insurance	184,462.00	184,462.00	0.00	0.00	184,462.00	100.00%	0.00	9,223.10
90-65	Construction Contigency	1,349,137.72	0.00	0.00	0.00	0.00	0.00%	1,349,137.72	0.00
99-99	Contractors Fee	268,441.00	194,619.73	20,133.07	0.00	214,752.80	80.00%	53,688.20	10,737.62
	Grand Totals	**16,361,624.00**	**11,096,465.31**	**1,147,951.70**	**0.00**	**12,244,417.01**	**74.84%**	**4,117,206.99**	**612,220.88**

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INVOICE

From:	**RJM Construction, LLC**	*Invoice:*	**0180-11**
	830 Boone Avenue North	*Invoice Date:*	**07/31/21**
	Golden Valley, MN 55427	*Due Date:*	**08/30/21**
		Disc Date:	
To:	**City of Ramsey**		
	7550 Sunwood Drive NW		
	Ramsey, MN 55303		

Contract : 19520-0180 City of Ramsey Public Works

Concrete

SUBCONTRACTS

Northland Concrete & Masonry Co, Ll	Concrete	Inv#	19520-01809	85,913.00
Donlar Construction Company	Polished Concrete		19520-01801	23,755.80
		Total SUBCONTRACTS		**109,668.80**
		Concrete Sub-Total:		**109,668.80**

Masonry

SUBCONTRACTS

Steenberg-Watrud Construction LLC	Masonry	Inv#	19520-01805	4,121.00
		Total SUBCONTRACTS		**4,121.00**
		Masonry Sub-Total:		**4,121.00**

Carpentry Materials and Install

SUBCONTRACTS

Ebert Construction	Rough Carpentry	Inv#	19520-01805	17,692.50
		Total SUBCONTRACTS		**17,692.50**
		Carpentry Materials and Install Sub-Total:		**17,692.50**

Doors, Frames, and Hardware - Materials

SUBCONTRACTS

Bredemus Hardware Company	Doors and Frames	Inv#	19520-01802	16,495.00
		Total SUBCONTRACTS		**16,495.00**
		Doors, Frames, and Hardware - Materials Sub-Total:		**16,495.00**

Overhead Coiling Doors

SUBCONTRACTS

Twin City Garage Door Co.	Overhead Coiling Door	Inv#	19520-01801O	21,575.00
		Total SUBCONTRACTS		**21,575.00**
		Overhead Coiling Doors Sub-Total:		**21,575.00**

Accordian Security Doors

SUBCONTRACTS

Won-Door Corporation	Sliding Security Doors	Inv#	19520-01801	19,462.00
		Total SUBCONTRACTS		**19,462.00**
		Accordian Security Doors Sub-Total:		**19,462.00**

Sectional Overhead Doors

SUBCONTRACTS

Twin City Garage Door Co.	Sectional Overhead Garage Doors	Inv#	19520-01802S	57,400.00
		Total SUBCONTRACTS		**57,400.00**
		Sectional Overhead Doors Sub-Total:		**57,400.00**

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INVOICE

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	Golden Valley, MN 55427	*Due Date:*	**08/30/21**
		Disc Date:	
To:	**City of Ramsey**		
	7550 Sunwood Drive NW		
	Ramsey, MN 55303		

Contract : 19520-0180 City of Ramsey Public Works

Aluminum Framed Storefronts & Entrances

SUBCONTRACTS

Top Lite Contract Glazing Inc.	Glass	Inv#	19520-01805	3,365.00
		Total SUBCONTRACTS		**3,365.00**
		ıminum Framed Storefronts & Entrances Sub-Total:		**3,365.00**

Gypsum Board Assemblies

SUBCONTRACTS

RTL Construction, Inc.	Drywall	Inv#	19520-01807	32,250.00
		Total SUBCONTRACTS		**32,250.00**
		Gypsum Board Assemblies Sub-Total:		**32,250.00**

Painting

SUBCONTRACTS

Swanson & Youngdale, Inc.	Painting	Inv#	19520-01802	40,000.00
		Total SUBCONTRACTS		**40,000.00**
		Painting Sub-Total:		**40,000.00**

Loading Dock Equipment

SUBCONTRACTS

Star Equipment	Loading Dock Equipment	Inv#	19520-01801	11,176.17
		Total SUBCONTRACTS		**11,176.17**
		Loading Dock Equipment Sub-Total:		**11,176.17**

Casework Materials

SUBCONTRACTS

Distinctive Cabinet Design	Millwork - Sub Furnish	Inv#	19520-01802	42,833.00
		Total SUBCONTRACTS		**42,833.00**
		Casework Materials Sub-Total:		**42,833.00**

Fire Supression Systems

SUBCONTRACTS

Brothers Fire Protection	Fire Protection	Inv#	19520-01804	15,381.75
		Total SUBCONTRACTS		**15,381.75**
		Fire Supression Systems Sub-Total:		**15,381.75**

Plumbing Systems

SUBCONTRACTS

Klamm Mechanical Contractors	Plumbing	Inv#	19520-01807	202,594.00
		Total SUBCONTRACTS		**202,594.00**
		Plumbing Systems Sub-Total:		**202,594.00**

HVAC Systems

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INVOICE

From:	**RJM Construction, LLC**	*Invoice:*	**0180-11**
	830 Boone Avenue North	*Invoice Date:*	**07/31/21**
	Golden Valley, MN 55427	*Due Date:*	**08/30/21**
		Disc Date:	
To:	**City of Ramsey**		
	7550 Sunwood Drive NW		
	Ramsey, MN 55303		

Contract : 19520-0180 City of Ramsey Public Works

HVAC Systems

SUBCONTRACTS

Architect Mechanical Inc.	HVAC	Inv#	19520-01807	196,389.00
	Total SUBCONTRACTS			**196,389.00**
	HVAC Systems Sub-Total:			**196,389.00**

Electrical Systems

SUBCONTRACTS

Wolf River Electric	Electrical	Inv#	19520-01807	125,394.00
	Total SUBCONTRACTS			**125,394.00**
	Electrical Systems Sub-Total:			**125,394.00**

Earthwork

SUBCONTRACTS

Minnesota Utilities & Excavating, LLC	Earthwork	Inv#	19520-018010	17,706.00
	Total SUBCONTRACTS			**17,706.00**
	Earthwork Sub-Total:			**17,706.00**

Site Concrete

SUBCONTRACTS

Stapf Concrete Construction	Site Concrete	Inv#	19520-01802	114,900.00
	Total SUBCONTRACTS			**114,900.00**
	Site Concrete Sub-Total:			**114,900.00**

General Conditions & Requirements

SUBCONTRACTS

RJM Construction, LLC	General Requirements	Inv#	9520018011	79,415.41
	Total SUBCONTRACTS			**79,415.41**
	General Conditions & Requirements Sub-Total:			**79,415.41**

Contractors Fee

SUBCONTRACTS

RJM Construction, LLC	Contractors Fee	Inv#	9520018011	20,133.07
	Total SUBCONTRACTS			**20,133.07**
	Contractors Fee Sub-Total:			**20,133.07**

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INVOICE

Summary

INVOICE TOTAL:			**1,147,951.70**
1A Special Inspections			
Retainage	1,147,951.30 @	5.00%	**0.00**
3A Concrete			**109,668.80**
Retainage	1,147,951.30 @	5.00%	**(5,483.44)**
4A Masonry			**4,121.00**
Retainage	1,147,951.30 @	5.00%	**(206.05)**
6A Carpentry Materials and Install			**17,692.50**
Retainage	1,147,951.30 @	5.00%	**(884.63)**
8A Doors, Frames, and Hardware - Materials			**16,495.00**
Retainage	1,147,951.30 @	5.00%	**(824.75)**
8B Overhead Coiling Doors			**21,575.00**
Retainage	1,147,951.30 @	5.00%	**(1,078.75)**
8C Accordian Security Doors			**19,462.00**
Retainage	1,147,951.30 @	5.00%	**(973.10)**
8D Sectional Overhead Doors			**57,400.00**
Retainage	1,147,951.30 @	5.00%	**(2,870.00)**
8E Aluminum Framed Storefronts & Entrances			**3,365.00**
Retainage	1,147,951.30 @	5.00%	**(168.25)**
9A Gypsum Board Assemblies			**32,250.00**
Retainage	1,147,951.30 @	5.00%	**(1,612.50)**
9E Painting			**40,000.00**
Retainage	1,147,951.30 @	5.00%	**(2,000.00)**
11C Loading Dock Equipment			**11,176.17**
Retainage	1,147,951.30 @	5.00%	**(558.81)**
12B Casework Materials			**42,833.00**
Retainage	1,147,951.30 @	5.00%	**(2,141.65)**
21A Fire Supression Systems			**15,381.75**
Retainage	1,147,951.30 @	5.00%	**(769.09)**
22A Plumbing Systems			**202,594.00**
Retainage	1,147,951.30 @	5.00%	**(10,129.70)**
23A HVAC Systems			**196,389.00**
Retainage	1,147,951.30 @	5.00%	**(9,819.43)**
26A Electrical Systems			**125,394.00**
Retainage	1,147,951.30 @	5.00%	**(6,269.70)**
31A Earthwork			**17,706.00**
Retainage	1,147,951.30 @	5.00%	**(885.30)**
32B Site Concrete			**114,900.00**

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INVOICE

Retainage	1,147,951.30@	5.00%	(5,745.00)
01-00 General Conditions & Requirements			79,415.41
Retainage	1,147,951.30@	5.00%	(3,970.77)
99-99 Contractors Fee			20,133.07
Retainage	1,147,951.30@	5.00%	(1,006.65)
CURRENT DUE :			1,090,554.13

CC Regular Session **5. 18.**

Meeting Date: 08/24/2021

Submitted For: Joe Feriancek, Engineering/Public Works

By: Joe Feriancek, Engineering/Public Works

Information

Title

Adopt Resolution #21-246 Authorizing Change Order No.1 for Tiger Street Reconstruction, Improvement Project #21-02

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #21-246 approving Change Order No.1 for Tiger Street Reconstruction, Improvement Project #21-02.

Background:

The purpose of Change Order No.1 in the amount of $50,638.69 is to allow the contractor to remove unsuitable materials from the road core (subgrade soils immediately beneath the pavement section) which were discovered during construction. The work covered by this Change Order has been completed, as it was necessary to complete before placing the new aggregate base and pavement. During construction, the street was not passable after removal of the existing pavement and gravel base, as the unsuitable material would not support vehicles.The total contract price including this change order is $275,190.88, the engineer's estimate for this project was $302,770.50.

The plans identified 100 cubic yards of unsuitable materials to be removed from the road core based off the geotechnical report and Staff estimation of depth and area of removal. Once excavation began, it was discovered the areas of unsuitable material were larger than anticipated, and deeper on average than anticipated from the soil borings. A total of 1,093 additional cubic yards of unsuitable materials needed to be removed as reflected in attached Change Order No.1.

If unsuitable materials are not removed, the new pavement will not have adequate support from the subgrade soils and will not likely reach a 60-year design life. Tiger Street was built in 1991, and is being reconstructed after 30 years, but the pavement has been in noticeably poor condition for many years, during which time Staff has received numerous complaints about the condition of this pavement.

On future projects, Staff will take additional steps in an attempt to avoid similar change orders due to removing poor subgrade soils. First, after reviewing the original soil borings, if questionable materials are discovered and material transition zones exist, additional soil borings will be considered to more accurately locate the extent of the unsuitable materials. This may include additional borings in adjacent drive lanes, as a large area of the unsuitable soils removals under Tiger Street was located in a narrow band and didn't cross into both lanes of the street. Second, Staff will use a larger factor of safety to account for the depth of excavation required to ensure all unsuitable materials can be removed without overrunning the estimated quantities.

A copy of Change Order #1 is attached, including the Contractor's and the City Engineer's signatures. Upon City Council approval, the City Administrator will sign the Change Order, authorizing payment for the work.

No extension of time is approved as part of Change Order No.1.

Funding Source:

Payment for the work covered by Change Order No.1, which totals $50,638.69, will be paid using pavement management funds.

Recommendation:

Staff recommends adopting Resolution #21-246 authorizing Change Order No.1 for Tiger Street Reconstruction, Improvement Project #21-02.

Action:

Adopt Resolution #21-246 Authorizing Change Order No.1 for Tiger Street Reconstruction, Improvement Project #21-02.

Attachments

IP 21-02 Change Order #1

Res 21-246

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	08/19/2021 11:51 AM
Bruce Westby	Bruce Westby	08/19/2021 12:29 PM
Kurt Ulrich	Kurt Ulrich	08/19/2021 02:32 PM
Form Started By: Joe Feriancek		Started On: 08/17/2021 09:33 AM
Final Approval Date: 08/19/2021		

CHANGE ORDER NO 1

Date: August 19, 2021
Project: Tiger Street Reconstruction
City Improvement Project #21-02
Contractor: North Valley, Inc.
Award Date: May 25, 2021

Contract Modifications:

Add Quantity, Subgrade Excavation, Remove Unsuitable Material (EV);
1093 CY @ $13.25 per CY = $14,482.25

Add Quantity, Select Granular Borrow (CV); 1093 CY @ $33.08 per CY = $36,156.44

Cost of Change:

Original Contract Price:	**$ 224,552.19**
Previous Change Orders:	**$ 0.00**
Change in Contract Price due this Change Order:	**$ 50,638.69**
Total Contract Price including this Change Order:	**$ 275,190.88**

This document will become a supplement to the contract and all provisions will apply hereto.

Recommended: _____ City Engineer — 8/19/21 Date

Approved by: _____ City Administrator — _____ Date

Accepted: _____ Contractor — 8/19/21 Date

CHANGE IN CONTRACT TIME

Due to this change, the Contract Time:

- ☐ is Increased by ☐ ____ Working Days
- ☐ is Decreased by ☐ ____ Calendar Days
- ☒ is not changed.
- ☐ May be revised if the work affected the controlling operation.

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

RESOLUTION #21-246

RESOLUTION AUTHORIZING CHANGE ORDER NO.1 FOR TIGER STREET RECONSTRUCTION, IMPROVEMENT PROJECT #21-02

WHEREAS, the City of Ramsey proposes to reconstruct Tiger Street between Armstrong Boulevard and 173rd Avenue in 2021 as identified in the 2021-2030 Capital Improvement Program; and

WHEREAS, pursuant to Ramsey City Council resolution #20-259, adopted November 10, 2020, the City Council accepted the quotes of Bolton & Menk, Inc. to provide topographic survey services, and Chosen Valley Testing for the geotechnical evaluation services required to design and prepare plans and specifications for said improvements; and

WHEREAS, City Staff has received the topographic survey and geotechnical evaluations and has the capacity to prepare plans and specifications for improvement project #21-02, Tiger Street Reconstruction; and

WHEREAS, pursuant to Ramsey City Council resolution #21-009, adopted January 12, 2021, the City Engineer has prepared plans and specifications for the purpose of advertising for bids for the same improvements; and

WHEREAS, pursuant to Ramsey City Council resolution #21-085, adopted April 13, 2021, the City Council approved final plans and specifications as prepared by the City Engineer and authorized advertisement for bids for said improvements; and

WHEREAS, The City Administrator is hereby authorized to execute the proposal from Bolton & Menk, Inc. to provide construction staking services for said improvements in a total not-to-exceed amount of $4,680 for the project; and

WHEREAS, pursuant to Ramsey City Council resolution #21-139 adopted May 25, 2021, the bid of North Valley, Inc., of Nowthen, Minnesota, in the amount of $224,552.19, for the construction of said improvements was accepted, and the Mayor and City Administrator were authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Ramsey; and

WHEREAS, Change Order No.1 in the amount of $50,638.69 will allow for the removal of 1093 cubic yards of unsuitable materials from the road core which were discovered during construction and placement of 1093 cubic yards of select granular material, the quantities of which were significantly greater than the approved plans and specifications accounted for.

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

1) The City Council hereby approves Change Order No.1 in the total amount of $50,638.69 for North Valley, Inc. to remove 1093 cubic yards of unsuitable material from the road core and replace with 1093 cubic yards of select granular material for Tiger Street Reconstruction, Improvement Project #21-02.

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 August, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **5. 19.**

Meeting Date: 08/24/2021

By: Chloe McGuire Brigl, Community Development

Information

Title:

Adopt Resolution #21-250 Releasing Agreements for Lot 2, Block 1 Amsterdam Extension, Case of Oppidan, LLC

Purpose/Background:

The purpose of this case is to release Lot 2, Block 1, Amsterdam Extension (the "Subject Property"), from four past development agreements that are no longer necessary for the land, two of which have multiple iterations to be released (6 total agreements to be released). This is a standard and typical case for the City, that happens when land is sold from one party to another. In this situation, Hageman Holdings, LLC is selling the piece of land to Oppidan, LLC for a 3 building industrial project, which has been fully approved by the City. In preparation for closing, the title company has found past, expired agreements still tied to the property. The Subject Property is on the north side of Bunker Lake Blvd, east of Delta ModTech and Puma St, west of Armstrong Blvd.

The Applicant and Staff are requesting that the City release the Subject Property from the six agreements. The items outlined in these contracts are no longer necessary on this piece of land. The City Attorney is reviewing the request, which is a contingency of approval. The land closing is anticipated to occur on or shortly after August 25, 2021

Notification:

N/A

Funding Source:

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

Recommendation:

Staff recommends adoption of Resolution #21-250.

Outcome/Action:

Motion to adopt Resolution #21-250.

Attachments

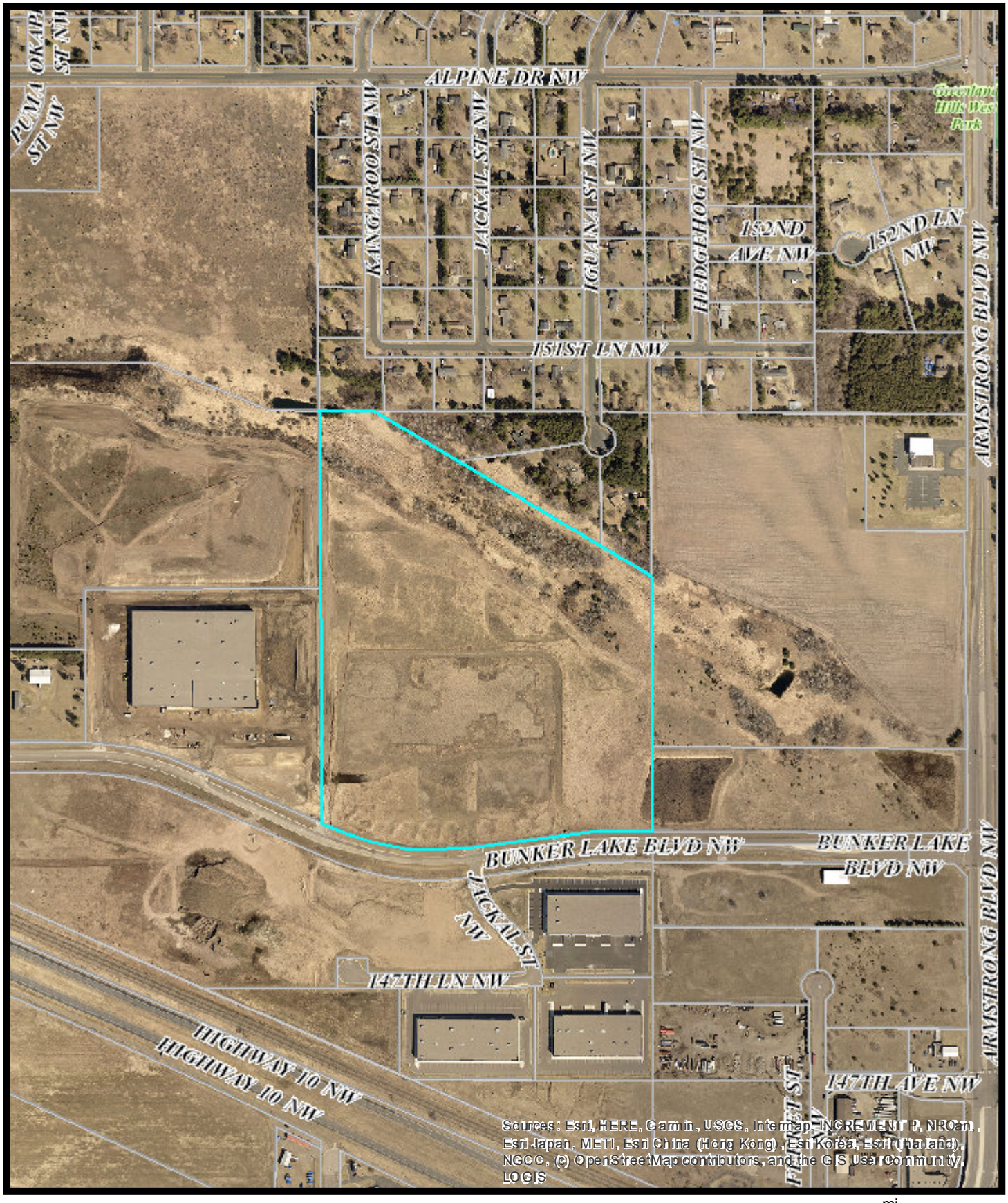
Site Location Map
Title ALTA
Documents to be Released
ACTION Resolution #21-250

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	08/19/2021 01:07 PM
Kurt Ulrich	Kurt Ulrich	08/19/2021 02:38 PM
Form Started By: Chloe McGuire Brigl		Started On: 08/18/2021 02:20 PM

Final Approval Date: 08/19/2021

Subject Property



Print Date: January 27, 2021

First American Commitment	ALTA Commitment for Title Insurance ISSUED BY **First American Title Insurance Company** File No: NCS-1039038-MPLS

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements; and
(f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  (i) comply with the Schedule B, Part I—Requirements;
  (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  (iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company
National Commercial Services
Commitment No.: NCS-1039038-MPLS

Issuing Office: 121 South 8th Street, Suite 1250, Minneapolis, MN 55402
Issuing Office File No.: NCS-1039038-MPLS

Property Address: 8200 W. Bunker Lake Rd, Ramsey, MN

Revision No.: 1 - 6/2/2021 - update Effective Date, Taxes and Assessment Information.

SCHEDULE A

1. Commitment Date: May 14, 2021 at 7:30 AM

2. Policy to be issued:
   (a) ALTA® Owner's Policy
   Proposed Insured: Oppidan Holdings, LLC, a Minnesota limited liability company
   Proposed Policy Amount: $4,050,000.00

   (b) ALTA® Loan Policy
   Proposed Insured: To Be Determined
   Proposed Policy Amount: $4,050,000.00

3. The estate or interest in the Land described or referred to in this Commitment is

   Fee

4. The Title is, at the Commitment Date, vested in:

   Hageman Holdings, LLC, a Minnesota limited liability company

5. The Land referred to in this Commitment is described as follows:

   Real property in the City of Ramsey, County of Anoka, State of Minnesota, described as follows:

   Lot 2, Block 1, Amsterdam Extension, Anoka County, Minnesota.

   (Abstract property)

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Commitment No.: NCS-1039038-MPLS

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. The standard form of Seller's and/or Purchaser's Affidavit, satisfactory to the Company, is required.

6. Prior to closing, the Company must confirm whether the county recording office in which the Land is located has changed its access policies due to the COVID-19 outbreak. If recording has been restricted, specific underwriting approval is required; and, additional requirements or exceptions may be made.

7. Deed from Hageman Holdings, LLC, a Minnesota limited liability company to Oppidan Holdings, LLC, a Minnesota limited liability company.

8. Complete the Minnesota Electronic Certificate of Real Estate Value online at (www.taxes.state.mn.us/crv/) and provide the Company with the following information:

   a. Receipt number for the Electronic Certificate of Real Estate Value; and
   b. Printout of the completed Electronic Certificate of Real Estate Value.

   NOTE: The printout must be made when the form is completed. It cannot be accessed after the preparer leaves the system.

9. Well Disclosure Certificate or the following language must be placed on the deed to be recorded: I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed Well Disclosure Certificate or the seller certifies that the seller does not know of any wells on the described real property.

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10. Mortgage from Oppidan Holdings, LLC, a Minnesota limited liability company to lender to be determined in the amount of $4,050,000.00.

11. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

12. Additional requirements to be determined, if any.

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Commitment No.: NCS-1039038-MPLS

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date but prior to the date the Proposed Insured acquires for value the Title or Mortgage covered by this Commitment.

2. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.

3. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

4. Easements, or claims of easement, not shown by the Public Records.

5. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.

6. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.

7. Real estate taxes and assessments due and payable in the year 2021 in the total amount of $117,281.22.
   The first half installment is paid.
   The second half installment is not paid.
   Base tax $72,989.64.
   Current tax parcel number: 20-32-25-43-0005.

8. Special assessments hereafter levied.

   An assessment search dated November 17, 2020 reported the following:

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Levied assessments for STREET IMPROVEMENTS with a remaining balance in the amount of $441,447.34. An additional $44,291.57 has been certified for collection with the 2021 real estate taxes. Good until 11/15/21.

There are no pending special assessments of record.

NOTE: An updated assessment search has been ordered.

9. City of Ramsey Ordinance No. 75-5 establishing comprehensive platting regulations passed May 12, 1975, recorded December 8, 1975, as Document No. 437858.

10. Resolution #01-07-255 approving the issuance of an interim use permit for the operation of a concrete batch plant passed and adopted July 24, 2001, recorded November 14, 2001, as Document No. 1620117.

11. Easements for drainage and utility purposes as shown on the recorded plat of Alpha Development recorded May 23, 2011, as Document No. 2022343.004.

12. City of Ramsey Development Contract for Alpha Development and Legacy Christian Academy Site Plan dated May 20, 2011, recorded May 23, 2011, as Document No. 2022343.005, by and between the City of Ramsey, a Minnesota municipal corporation and Hageman Holdings, LLC, a Minnesota limited liability company.

    Amended by City of Ramsey Amended and Restated Development Contract dated December 13, 2016, recorded January 10, 2017, as Document No. 2160375.002.

13. Assessment Agreement dated May 20, 2011, recorded May 23, 2011, as Document No. 2022343.006, by and between the City of Ramsey, a Minnesota municipal corporation and Hageman Holdings, LLC, a Minnesota limited liability company.

    Amended by Amended and Restated Assessment Agreement dated September 19, 2019, recorded September 23, 2019, as Document No. 2239308.009.

14. Easement for trail purposes, together with any incidental rights, in favor of the City of Ramsey, Anoka County, Minnesota, as contained in the Declaration of Easement dated May 20, 2011, recorded May 23, 2011, as Document No. 2022343.007.

15. Storm Water Treatment and Ponding Maintenance Agreement dated May 20, 2011, recorded May 23, 2011, as Document No. 2022343.008, by and between the City of Ramsey, a Minnesota municipal corporation and Hageman Holdings, LLC, a Minnesota limited liability company.

16. Easement for electric distribution line or system purposes, together with any incidental rights, in favor of Connexus Energy, a Minnesota incorporated cooperative association, as contained in the Permanent Easement dated August 20, 2014, recorded September 3, 2014, as Document No. 2089509.002.

17. Easement for electric distribution line or system purposes, together with any incidental rights, in favor of Connexus Energy, a Minnesota incorporated cooperative association, as contained in the Permanent Easement dated August 20, 2014, recorded September 3, 2014, as Document No. 2089509.003.

18. Resolution #16-12-246 approving Amended and Restated Development Contract passed and adopted December 13, 2016, recorded January 10, 2017, as Document No. 2160375.001.

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19. Easements for drainage and utility purposes as shown on the recorded plat of Amsterdam Extension recorded September 19, 2019, as Document No. 2239308.001.

20. Easement for access and driveway purposes, together with any incidental rights, benefiting and burdening the subject property, as contained in the Access and Driveway Easement Agreement dated September 20, 2019, recorded September 23, 2019, as Document No. 2239308.007, by and between AMP EX, LLC, a Minnesota limited liability company and SLP EX, LLC, a Minnesota limited liability company, and Hageman Holdings, LLC, a Minnesota limited liability company.

21. Rights of tenants under unrecorded leases.

22. Any defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the [County of Recording], including, but not limited to, (i) an inability to search the Public Records after [Last Effective Date of Commitment], or (ii) any delay in recordation of [Vesting Title Document Name] in the Public Records.

23. Any invalidity, unenforceability, lack of priority, defect, lien, encumbrance, adverse claim, or other matter created by or arising out of the inaccessibility of the [County of Recording], including, but not limited to, (i) an inability to search the Public Records after [Last Effective Date of Commitment], (ii) any delay in recordation of the documents [Vesting Title Document Name] or] creating the lien of the Insured Mortgage in the Public Records, or (iii) any claim based on an assertion that the recording of the Insured Mortgage failed to be timely.

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2022343.005

Record ID 2405763

CITY OF RAMSEY
DEVELOPMENT CONTRACT
FOR ALPHA DEVELOPMENT AND LEGACY CHRISTIAN ACADEMY SITE PLAN

This CONTRACT dated this 20th day of May, 2011, and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**"), and Hageman Holdings, LLC ("**PERMITTEE**"), a Minnesota limited liability company having an address for purposes of this Contract of 13200 43rd St. NE, St. Michael, MN 55376.

WHEREAS, **PERMITTEE** is the owner of fee title to land situated within the city limits of the City, Anoka County, Minnesota, legally described as follows (the "Property"):

> Lot 1, Block 1, HY-10 Ramsey 2nd Addition, Anoka County, Minnesota, except that part thereof depicted as Parcel 2 on Anoka County Highway Right of Way Plat No. 74, which was conveyed to the County of Anoka by Warranty Deed dated January 25, 2010, recorded on January 28, 2010, as Document No. 2012921.002;
>
> -And-
>
> The Northeast Quarter of the Southwest Quarter, Section 20, Township 32, Range 25, Anoka County, Minnesota;
>
> -And-
>
> Outlot A, Pine Shadows, according to the map or plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota;
>
> -And-
>
> The Southwest Quarter of the Southeast Quarter, Section 20, Township 32, Range 25, Anoka County, Minnesota, except that part platted as Menkveld's Pine Hills North;
>
> -And-
>
> That part of the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter that lies north of the Burlington Northern Railway right-of-way, Section 29, Township 32, Range 25, Anoka County, Minnesota.
>
> -or upon recording of the Plat contemplated herein-

Lot 1, Block 1 and Outlots A, B, C, and D, ALPHA DEVELOPMENT, Anoka County, Minnesota.

Commercial Partners Title, LLC
200 South Sixth Street
Suite 1300
Minneapolis, MN 55402
33236 (A) 5-10

WHEREAS, on December 14, 2010, pursuant to Resolution No. 10-12-271, the **CITY** approved the final plat of the Property, which plat is known as **ALPHA DEVELOPMENT** (the "**Plat**"), which approval is contingent on certain requirements, including **PERMITTEE** and the **CITY** entering into this Contract; and

WHEREAS, the **CITY** requires that certain improvements be constructed on the Property, which improvements (collectively, the "Improvements") are defined in this Contract and consist of the Stage I Improvements and the Stage II Improvements; and

WHEREAS, **PERMITTEE** has requested, and the **CITY** has agreed, to cause certain Stage I Improvements to the Property to be constructed by and with financial participation by the **CITY** through a Minnesota Statutes Chapter 429 and City Charter assessment process; and

WHEREAS, **PERMITTEE** desires to construct certain Stage I and Stage II Improvements in accordance with the Plat and plans approved by **PERMITTEE** and the **CITY**; and

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

WHEREAS, the **PERMITTEE** has proposed to construct a single buildable lot public/quasi public development.

WHEREAS, the **PERMITTEE** has proposed to construct a K-12 private school and that the **CITY** has had a long standing strategic goal to increase the educational opportunities within the community.

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

1. Conditions of Approval. The **CITY** hereby approves the Plat on condition that **PERMITTEE** provide the necessary security in accordance with the terms of this Contract pursuant to the City Code and agrees to the Assessment Agreement as defined below in paragraph #5.

2. Permittee Plans. **PERMITTEE** shall develop the Property in accordance with the Permittee Plans. The Permittee Plans as they currently exist were prepared by Anderson Engineering, are dated September 3, 2010 and revised November 1, 2010 with revisions as required by the City Staff Review Letter dated December 8, 2010, are in the files of the **CITY** and consist of the following: Final Plat Plan, Utility Plans; Sanitary Sewer and Watermain Construction; Storm Sewer and Street Construction; Grading, Erosion Control and Details; Landscape Plan and Tree Inventory. The Permittee Plans shall not be amended without the consent of the **CITY**.

3. Stage I Improvements. The "Stage I City Improvements", consist of the following:

   a. Extension of sanitary sewer along the west side of Armstrong Boulevard from just north of Sunwood Drive to Bunker Lake Boulevard;

b. Extension of watermain from the east side of Armstrong Boulevard to the west side of Bunker Lake Boulevard;
c. Extension of sanitary sewer and watermain in the Bunker Lake Boulevard right-of-way dedicated pursuant to the Plat;
d. Development of a storm sewer system to service the street and right-of-way requirements in the Property;
e. Extension of Bunker Lake Boulevard roadway through the Property from Armstrong Boulevard to Puma Street N.W., consisting of two lanes, with curb and gutter on the north side of the roadway, and shoulder on the south side of the roadway; and
f. Construction of trail: along the north side of Bunker Lake Boulevard from Armstrong Boulevard to Puma Street N.W.; and along the west side of Puma Street N.W. from Bunker Lake Boulevard to Alpine Drive.
g. Extension of Puma Street roadway from Bunker Lake Blvd. to Alpine Drive with limited width and overlay standards, consisting of two lanes, no curb and trail extension on west side of street.

The **CITY** agrees to construct the Stage I City Improvements according to the terms and conditions of this Contract and in accordance with the Plans, which are subject to revisions per City Staff Review Letter dated December 8, 2010, and which, together with each contract for construction of the Improvements, shall be submitted to the City Engineer and to **PERMITTEE** for their review and approval prior to execution by the **CITY** of any such contract and prior to commencement of construction of the Stage I City Improvements.

4. The improvements that the **CITY** requires be made to the Property and that the **PERMITTEE** shall cause to be made are the "Stage I Permittee Improvements", and consist of the following:

a. Sanitary sewer and water line extensions from the main municipal trunk line to the building to be constructed on Lot 1.

b. Natural gas line to building on Lot 1

c. Telephone service to building on Lot 1

d. Electric Service to building on Lot 1

e. Landscaping improvements in accordance with the approved Permittee Plans on Lot 1 and within the Bunker Lake Boulevard right-of-way.

f. Stormwater facilities on Lot 1 and Outlot D

g. Easements

h. Grading of Lot 1 and stormwater facilities on Outlot D

i. Rough grading in right-of-way of Bunker Lake Boulevard and required removals consistent with City plans prepared by WSB dated April 28, 2011 as amended.

j. As-builts in scalable, reproducible format, public and private Stormwater ponds and utilities as part of Stage I Permittee Improvements.

A Stage I Permittee Improvement Financial Guarantee shall be provided as required in Paragraph 6 below in conjuction only with items a, e, f, h, i and j above.

PERMITTEE agrees to construct the Stage I Permittee Improvements according to the terms and conditions of this Contract and in accordance with the Permittee Plans, which are subject to revisions per City Staff Review Letter dated December 8, 2010, and which, together with each contract for construction of the Permittee Improvements, shall be submitted to the City Engineer and to **PERMITTEE** for their review and approval prior to execution by **PERMITTEE** of any such contract and prior to commencement of construction of the Stage I Permittee Improvements.

5. Assessment Agreement. **PERMITTEE** and the **CITY** shall execute and deliver an Assessment Agreement (the "Assessment Agreement"), substantially in the form and substance attached hereto as **Exhibit "A"** prior to commencement of the Stage I City Improvements.

6. Stage I Improvement Financial Guarantee. **PERMITTEE** shall not be responsible for a financial guarantee for the Stage I City Improvements. **PERMITTEE** shall be responsible for a financial guarantee for the Stage I Permittee Improvements to insure timely completion of the Stage I Permittee Improvements. **PERMITTEE** agrees that the Certificate of Occupancy shall not be released until the Stage I Permittee Improvements are completed. **PERMITTEE** shall be responsible for a financial guarantee for any remaining Stage I Permittee Improvements that are not complete at the time a City required Certificate of Occupancy is requested by **PERMITTEE** equal to the amount of 125% of the City Engineer's estimated cost of the remaining Stage I Permittee Improvements. The said financial guarantee shall be in the form of a letter of credit or cash escrow held by the **CITY**. **PERMITTEE** agrees to provide the **CITY** with documentation from applicable utility companies that said utility has been satisfied as to Stage I Permittee Improvements and properly paid for said workor provide appropriate lien waivers. The **PERMITTEE** may apply for reductions in the Letter of Credit or cash escrow as the Stage I Permittee Improvements are completed and accepted by the **CITY**. Upon completion of the Stage I Permittee Improvements and final inspection and acceptance by the **CITY**, any remaining balanced on the letter of credit or escrow account shall be promptly returned to the **PERMITTEE**.

7. Inspection Fees. **PERMITTEE** shall be responsible for all inspection costs incurred by the **CITY** related to the installation of the Stage I Permittee Improvements. To insure payment of the inspection costs **PERMITTEE** shall deposit with the **CITY** a cash escrow in the amount of $20,000.00 which equals 5% of the City Engineer's estimated cost of the Stage I Permittee Improvements. **PERMITTEE** agrees that said escrow fees may be used to address clean-up costs in the event of default by the **PERMITTEE**. The

CITY shall maintain an accurate accounting of charges to the escrow amount and shall provide a monthly statement of all such charges. Upon completion of the Stage I Permittee Improvements and final inspection and acceptance by the **CITY**, the remaining balance in the escrow account shall be promptly returned to **PERMITTEE**. In the event the said $20,000.00 cash escrow is not sufficient to defray the inspection costs and/or clean-up costs, **PERMITEE** agrees to supplement the cash escrow within ten (10) days of written request by the CITY in an amount reasonably sufficient to insure payment of the inspections costs and/or clean-up costs.

8. Stage I Improvement Installation. The Stage I Improvements shall be installed in accordance with the City Plans and Permittee Plans and in accordance with **CITY** standards and the City Code. The **CITY** and **PERMITTEE** shall obtain all necessary permits from all agencies before proceeding with construction of the Stage I Improvements. Within thirty (30) days after the completion of the Stage I City Improvements, the **CITY** shall have prepared a complete set of reproducible "As Built" plans for the Stage I City Improvements, developed by a certified engineer.

9. Time of Performance. The **CITY** shall have substantial completion of all Stage I City Improvements by December 1, 2011 and final completion by June 30, 2012, provided that the time for completion shall be extended to the extent that **PERMITTEE'S** acts or omissions unreasonably delays completion of the Stage I City Improvements. **PERMITTEE** shall install all Stage I Permittee Improvements by June 30, 2012, provided that the time for completion shall be extended to the extent that **CITY'S** acts or omissions unreasonably delays completion of the Stage I Permittee Improvements.

10. Stage I Improvement Warranty Financial Guarantee. A Stage I Improvement Financial Warranty Guarantee shall not be required for Stage I City Improvements. A Stage I Improvement Warranty Financial Guarantee shall be required for Stage I Permittee Improvements as applicable to Item #4.e above. The **PERMITTEE** shall deposit as cash escrow or letter of credit the amount of Eighty Two Thousand Five Hundred Seventy Five Dollars and No Cents **($82,575.00)**, which is equivalent to ([358 x $150/tree] + [385 x $75/shrub] x 30% mortality rate). The **PERMITTEE** may apply for reductions in the Letter of Credit or cash escrow as the Stage I Permittee Improvements are completed and accepted by the **CITY**. Upon completion of the Stage I Permittee Improvements and final inspection and acceptance by the **CITY**, any remaining balanced on the letter of credit or escrow account shall be promptly returned to the **PERMITTEE**.

11. Ownership of Improvements. Upon completion and acceptance by the **CITY**, the Stage I City Improvements lying within public easements shall become **CITY** property without further notice or action.

12. License. **PERMITTEE** hereby grants to the **CITY**, its agents, employees, officers and contractors, a license to enter the Property from time to time in order to perform all work and/or inspections deemed appropriate by the **CITY** during installation of the Improvements. This license shall expire after the Improvements installed pursuant to this Contract have been installed and accepted by the **CITY**.

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

a. Monument stakes for the Plat

14. Stage II Improvements to remaining Plat outlots. **PERMITTEE** agrees that Stage II Improvements shall be required on remaining Plat outlots at the time of development of said outlots.

15. Clean Up. **PERMITTEE** and the **CITY** each shall promptly clear from public streets and property any soil, earth, or debris resulting from the construction work on the Stage I Permittee Improvements or the Stage I City Improvements, as the case may be.

16. Payment for Stage II Improvements. **PERMITTEE** shall be responsible for a financial guarantee for the Stage II Improvements to ensure timely completion of the Stage II Improvements. **PERMITTEE** agrees that the Certificate of Occupancy shall not be released until the Stage II Improvements are completed. **PERMITTEE** shall be responsible for a financial guarantee for any remaining Stage II Improvements that are not complete at the time a Certificate of Occupancy is requested by **PERMITTEE** in the amount of 125% of the City Engineer's estimated cost of the remaining State II Improvements. **PERMITTEE** shall deposit said amount as a letter of credit or cash escrow.

17. Street Cleaning. After the street surfacing is installed, the **CITY** and **PERMITTEE** each shall clear any soil, earth or debris from the streets and Stormwater facilities resulting from any construction within the Plat by such party. From time to time and upon not less than thirty six (36) hours prior notice to **PERMITTEE**, the **CITY** may remove, at the expense of **PERMITTEE**, accumulations of soil, earth and debris from the streets and Stormwater facilities within the Plat resulting from construction of the Improvements, and **PERMITTEE** shall pay each invoice from the **CITY** to **PERMITTEE** for such costs within fifteen (15) days of receipt of the invoice.

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

19. Miscellaneous.

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

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

c. Compliance with Laws and Regulations. **PERMITTEE** represents to the **CITY** that the Plat complies with all **CITY**, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Plat does not comply, the **CITY** may, at its option, refuse to allow any construction or development work in the Plat until **PERMITTEE** cause the Plat to so comply. Upon the **CITY**'s demand, **PERMITTEE** shallceasework until there is compliance.

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

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

f. Boulevard and Area Restoration. The **CITY** shall be responsible for the cost of establishing seed in all boulevards, except as otherwise noted, within thirty (30) days after completion of the street improvements included in the Stage I City Improvements, and restoring all other areas disturbed by the Stage I City Improvements, in accordance with approved Grading and Erosion Control plans prepared by WSB Associated dated April 28, 2011, as amended. **PERMITTEE** shall be responsible for topsoil, trees, and establishment of seed along the north side of Bunker Lake Boulevard. The **CITY** or **PERMITTEE**, as the case may be, shall be responsible for the cost of cleaning any soil, earth or debris from wetlands within and adjacent to the Property resulting from grading in connection with the Stage I City Improvements or the Stage I Permittee Improvements, respectively.

g. Construction. Hours and Entrance Signs. The **CITY** restricts construction and delivery hours to Monday through Saturday, 7:00 a.m. to 10:00 p.m. **PERMITTEE** is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.

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

i. Estimated Cost. It is understood and agreed that cost amounts set forth in this Contract as to the Stage I City Improvements, unless qualified as fixed amounts, are estimated. **PERMITTEE** agree to pay the entire cost of the Improvements, including interest, engineering and legal fees related thereto; provided, however, that **PERMITTEE'S** responsibility for payment of the cost of the Stage I City Improvements shall be limited to the obligations of **PERMITTEE** under the Assessment Agreement.

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

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

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

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

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

o. Recording of This Contract. See Section 19(d) above.

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

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

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

20. Requirements for Building Permit and Certificate of Occupancy.

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

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

c. All improvements included in the Permittee Plans, including amendment required of the City Staff Review Letter dated December 8, 2010 are completed, or financial guarantee in the amount of 150% the City Engineer's estimate of the cost of said improvements is secured in the form of cash escrow or letter of credit for the parking lot and related items.

21. Park Dedication. The Plat is located in the **CITY's** Greenland Hills District. The current park dedication requirement is $4,738 per commercial acre. At the City Council meeting on October 26, 2010, the Council accepted the recommendation of the Park Commission to accept, in full satisfaction of the park dedication requirement for the Plat, fee title to a

4.175 acre Outlot in the Plat. As a condition to the **CITY'S** release of the Plat for recording, **PERMITTEE** shall convey to the **CITY** fee title to the 4.175 acre Outlot C as shown on the proposed Plat, dated November 1, 2010 prepared by Anderson Engineering of Minnesota, LLC. The **CITY** and **PERMITTEE** agree that said Outlot is not being dedicated as park, but being transferred in fee-title to the **CITY**.

22. Trail Development Fees. The current trail development fee is $1,090 per commercial acre. The amount due for the Plat is Fifty Eight Thousand Forty Three Dollars and No Cents ($1,090.00 x 64.26 acres = $70,043.00, less trail credit of $12,000 = **$58,043.00**). The acreage is based on a net developable acreage amount instead of a gross acreage amount. **PERMITTEE's** obligations with respect thereto are provided in the Assessment Agreement, and the actual costs of trail construction of off-site trail improvements payable by **PERMITTEE** pursuant to the Assessment Agreement shall be credited against the trail development fee for the Plat.

23. Water and Sanitary Sewer Connection (Trunk) Fees. The current water connection fee is $8,337 per acre. The current sanitary sewer connection fee is $3,824 per commercial acre. Based on the net acreage amount of 64.26 acres: the total amount due on the 64.26 acre Plat is Seven Hundred Eighty One Thousand Four Hundred Sixty Six Dollars and No Cents ([$8,337.00 x 64.26 acres] + [$3,824.00 x 64.26 acres] = **$781,466.00**). **PERMITTEE's** obligations with respect thereto are provided in the Assessment Agreement, and the actual costs of water and sanitary sewer trunk construction part of the Stage I City Imrovements payable by **PERMITTEE** pursuant to the Assessment Agreement shall be credited against the water connection and sanitary sewer connection fees for the Plat.

24. Water and Sanitary Sewer Lateral Fees. The Property is not subject to standard sanitary sewer and water lateral fees. Water and sanitary sewer imrovements are being constructed pursuant to the Assessment Agreement.

25. Stormwater Management Fee. The current stormwater management fee is $4,465 per commercial acre. The amount due for the Plat is Two Hundred Fifty Thousand Forty and No/100 Dollars ($4,465.00 x 56 acres = **$250,040.00**). The acreage is based on a permeable surface calculation instead of a gross acreage calculation. **PERMITTEE's** obligations with respect thereto are provided in the Assessment Agreement, and the actual costs of stormwater facilities part of the Stage I City Improvements payable by **PERMITTEE** pursuant to the Assessment Agreement shall be credited against the stormwater management fee for the Plat.

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

27. Trail Construction. Trails are being paid pursuant to the Assessment Agreement and constructed by the City in accordance with the plans prepared by WSB and Associates and dated April 28, 2011 as amended.

28. Easements. **PERMITTEE** shall be responsible for drafting and recording easements for all trails and sidewalks on private property. Said easements shall be executed prior to the **CITY** releasing the Plat for recording and shall be recorded at the same time as the Plat.

29. Maintenance Agreement. **PERMITTEE** shall be responsible for drafting and recording a maintenance agreement for on-site stormwater improvements, subject to review and approval of the City Engineer.

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

Hageman Holdings, LLC
13200 43rd Street NE
St. Michael, MN 55376-8420

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

City of Ramsey

By: _____
Its Mayor

By: _____
Its City Administrator

Hageman Holdings, LLC

By: Mike Hageman_____
Its: Chief Manager_____

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

On this 20th day of May, 2011, before me a Notary Public within and for said County, personally appeared Bob Ramsey and Kurtis G. Ulrich, to me personally known, who each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of Ramsey, the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

_____
Notary Public

JOANN THIELING
Notary Public
Minnesota
My Commission Expires January 31, 2015

STATE OF MINNESOTA)
)ss.
COUNTY OF Wright)

The foregoing instrument was acknowledged before me this 20th day of May, 2011, by Mike Hageman the Chief Manager of Hageman Holdings, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

JANE M. MILLER
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

_____
Notary Public

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

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

Exhibit A
Assessment Agreement

THIS ASSESSMENT AGREEMENT (this "Agreement") is made this 20th day of May, 2011, by and between **City of Ramsey**, a Minnesota municipal corporation (the "City") with offices at 7550 Sunwood Drive N.W., Ramsey, Minnesota 55303, and **Hageman Holdings, LLC**, a Minnesota limited liability company ("Owner") having an address of 13200 43rd St. NE, St. Michael, MN 55376, and is based on the following facts:

A. Owner is the owner of fee title the Property, as defined in the Development Contract.

B. Owner has applied to the City for approval of a subdivision of the Property into Lot 1, Block 1, and Outlots A, B, C and D, Alpha Development, Anoka County, Minnesota, pursuant to the plat of Alpha Development (the "Plat").

C. The City has approved the Plat subject to certain conditions as specified in that certain Development Contract between the City and Owner, dated May 19, 2011 (the "Development Contract").

D. The Development Contract contemplates that the City and Owner will enter into this Agreement.

NOW, THEREFORE, in consideration of the facts stated above, the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City and Owner, the parties hereby agree as follows:

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

2. Definitions. Capitalized terms used but not defined in this Agreement are defined as provided in the Development Contract.

3. Assessment. A special assessment (the "Assessment") is hereby levied against the Property under Minnesota Statutes Chapter 429 in an amount (the "Aggregate Assessment Amount") equal to the amount of the "Project Costs" of the Stage I City Improvements as defined in the Development Contract. For purposes of this Agreement, "Project Costs" means the actual total cost of the Stage I City Improvements including: 1) 5% contingency, 2) 16% for for construction engineering and administration fees, and; 3) trunk fees. The Aggregate Assessment Amount shall not exceed $1,701,077.34, and the assessment shall be allocated to and levied against portions of the Property created by the Plat as follows:

Parcel Description	Area	Allocation %	Assessment Amount
Lot 1, Block 1	86.436 acres	60%	$1,014,006.34
Outlot B	45.196 acres	33%	$563,751.00
Outlot D	9.621 acres	7%	$123,320.00
Total			**$1,701,077.34**

The composition of the maximum amount of Project Costs is set forth as listed below:

Estimated Improvement Costs		
Street and Trail Improvement - Bunker Lake Extension		$429,133.32
Drainage Improvements - Bunker Lake		$113,176.31
Sanitary Sewer - Bunker Lake		$135,096.73
Watermain Extension - Bunker Lake Blvd.		$246,717.05
Puma Street Surfacing & Trail		$247,351.74
	Sub-total	$1,171,475.15
5% Contingency		$58,573.76
	Sub-total	**$1,230,048.91**
Engineering Costs		
Developer Construction Engineering Fee		$64,363.59
Design Engineering Fee		$85,000.00
3% for City Construction Administration		$35,144.25
	Sub-total	**$184,507.84**
Allocation of Development Fees		
Sanitary Sewer Trunk Fee		$70,374.44
Stormwater Trunk Fee		$103,137.15
Water Trunk Fee		$215,497.27
Trail Development Fee		$58,043.00
	Sub-total	**$447,051.86**
Dirt Road Elimination Program		($160,531.28)
	Grand Total	**$1,701,077.34**

4. Waiver by Owner. The Assessments levied under Section 3 above shall be deemed adopted on the date this Agreement is signed by the City. Owner, by signing this Agreement, acknowledges that the Property is benefited by the Stage I City Improvements in an amount at least equal to the amount of the Project Costs, and hereby unconditionally waives all

procedural and substantive objections to the Assessment, including without limitation any right to a hearing and any right to appeal the levying of the Assessment.

5. Payment of Lot 1, Block 1 Assessment. The Assessment for Lot 1, Block 1 of the Plat shall be payable in equal semi-annual installments over a period of twenty (20) years, the first installment of which shall be due not sooner than October 15, 2012. The fixed interest rate applied to the Assessment shall be: (a) if the City elects to finance the Project Costs internally, a fixed rate not greater than two percent (2%) per annum in excess of the "prime rate" as published in *The Wall Street Journal* on the date of this Agreement; or (b) if the City elects to finance Project Costs through issuance of bonds (the "Bonds"), the fixed rate payable on the Bonds plus any discount and costs of issuance of the Bonds actually payable by the City, not to exceed two percent (2%) of the aggregate amount of the Bonds.

6. Deferred Assessments. The Assessments for Outlots B and D of the Plat shall be payable in equal semi-annual installments over a period of twenty (20) years, the first installment of which shall be due not sooner than May 15, 2015, except that if Owner conveys either of said outlots to a party unaffiliated with Owner, the due date of the first installment of the Assessments for that outlot may be accelerated by the City to the May 15 next succeeding the date of such conveyance. The interest rate on the Assessments levied against Outlots B and D shall be the same as the interest rate specified in Section 5 above. Said interest will accrue beginning on the date of the bond sale.

7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute a single agreement.

CITY OF RAMSEY

By: _____
Its: Mayor

ATTEST

By: _____
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Bob Ramsey and Kurtis G. Ulrich, the Mayor and City Administrator, respectively, of City of Ramsey, a Minnesota municipal corporation pursuant to the authority granted by its City Council.

_____
Notary Public

HAGEMAN HOLDINGS, LLC

By: _____
Its: _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

On this _____ day of _____, 2011, before me a Notary Public within and for said County, personally Mike Hageman, to me personally known, who each by me duly sworn, did say that he is the Chief Manager of Hageman Holdings, LLC, a limited liability corporation under the laws of the State of Minnesota, acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Moss & Barnett (JLW)
A Professional Association
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-4129

ANOKA COUNTY MINNESOTA

Document No.: 2022343.005 ABSTRACT

I hereby certify that the within instrument was filed in this office for record on: 05/23/2011 8:50:00 AM

Fees/Taxes In the Amount of: $46.00

LARRY W. DALIEN

Anoka County Property Tax Administrator/Recorder/Registrar of Titles

MDT, Deputy

Delinquent Taxes Certified

Transfer Entered

Record ID: 2405763

ANOKA COUNTY MINNESOTA

Document No: 2160375.002 ABSTRACT

I hereby certify that the within instrument was filed in this office for record on 01/10/2017 03:57:44 PM

Fees/Taxes in the amount of: $46.00

Jonell M. Sawyer Deputy: Pam LeBlanc

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

Record ID: 3984570

CITY OF RAMSEY
AMENDED AND RESTATED DEVELOPMENT CONTRACT (PARTIAL RELEASE)
FOR ALPHA DEVELOPMENT

This Amended and Restated Development Contract (Partial Release) for Alpha Development (this "Agreement") is dated this 13 day of December, 2016, and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**"), and Hageman Holdings, LLC ("**PERMITTEE**"), a Minnesota limited liability company having an address for purposes of this Contract of 13200 43rd St. NE, St. Michael, MN 55376.

WHEREAS, PERMITTEE is the owner of fee title to land situated within the city limits of the City, Anoka County, Minnesota, legally described as follows (the "Property"):

> Lot 1, Block 1, and Outlots A, B, and D, ALPHA DEVELOPMENT, according to the recorded plat thereof.

WHEREAS, the **CITY** and the **PERMITTEE** are party to a Development Contract, dated May 20, 2011, recorded in the office of the County Recorder in and for Anoka County, Minnesota on May 23, 2011 as Document No. 2022343.005 (the "Original Development Contract"), which the City required as a condition to its approval of the plat of ALPHA DEVELOPMENT, Anoka County, Minnesota (the "Plat").

WHEREAS, pursuant to the Original Development Contract and as a further condition to the City's approval of the Plat, the **CITY** and **PERMITTEE** are party to an Assessment Agreement, dated May 20, 2011, recorded in the office of said County Recorder on May 23, 2011 as Document No. 2022343.006 (the "Assessment Agreement"), and a Storm Water Treatment and Ponding Maintenance Agreement, dated May 20, 2011, recorded in the office of said County Recorder on May 23, 2011 as Document No. 2022343.008 (the "Maintenance Agreement").

WHEREAS, pursuant to the Original Development Contract, the **CITY** required certain public improvements be completed with respect to certain of the Property, more particularly described in the Original Development Contract and defined as the "Stage I City Improvements" and the "Stage I Permittee Improvements" in the Original Development Contract, all of which have been completed.

WHEREAS, the **PERMITTEE** proposed the construction of various private improvements on the Property (the "Private Improvements") that have not been completed, but were contemplated by the Original Development Contract.

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

1. Recitals Incorporated. The factual recitals stated above are hereby incorporated into and made a part of this Agreement.

Commercial Partners Title, LLC
200 South Sixth Street
Suite 1300
Minneapolis, MN 55402

51735
2013
MM

2. Amendment and Restatement. This Agreement amends and restates the Original Development Contract in its entirety with the intent and legal effect that the amended and restated terms hereof shall replace the terms of the Original Development Contract. **PERMITTEE** shall have no obligations under the Original Development Contract except as expressly provided in this Agreement, the Assessment Agreement and the Maintenance Agreement

3. Assessment Agreement and Maintenance Agreement. All references in the Assessment Agreement or the Maintenance Agreement to the Original Development Contract are hereby amended to refer to the Original Development Contract, as amended and restated by this Agreement. Except as provided in the preceding sentence, the Assessment Agreement and the Maintenance Agreement shall remain in full force and effect.

4. Development Fees. The **PERMITTEE** or its successors in title to the Property is responsible for the repayment of certain development fees. Said fees were satisfied by, and are to repaid through, special assessments outlined in the Assessment Agreement. The **CITY** will release this section of this Agreement when the terms of the associated Assessment Agreement are completed.

   a. Park Dedication. The Plat is located in the **CITY's** Greenland Hills District. The **CITY** acknowledges that **PERMITTEE** has satisfied the park dedication requirement for Lot 1, Block 1 of the Plat by conveying to the **CITY** Outlot C of the Plat.

   b. Trail Development Fees. The current trail development fee is $1,090 per commercial acre. The amount due for Lot 1, Block 1 of the Plat is Fifty Eight Thousand Forty Three Dollars and No Cents ($1,090.00 x 64.26 acres = $70,043.00, less trail credit of $12,000 = **$58,043.00**). The acreage is based on a net developable acreage amount instead of a gross acreage amount. **PERMITTEE's** obligations with respect thereto are provided in the Assessment Agreement, and the actual costs of trail construction of off-site trail improvements payable by **PERMITTEE** pursuant to the Assessment Agreement shall be credited against the trail development fee for the Plat.

   c. Water and Sanitary Sewer Connection (Trunk) Fees. The current water connection fee is $8,337 per acre. The current sanitary sewer connection fee is $3,824 per commercial acre. Based on the net acreage amount of 64.26 acres: the total amount due on Lot 1, Block 1 of the Plat is Seven Hundred Eighty One Thousand Four Hundred Sixty Six Dollars and No Cents ([$8,337.00 x 64.26 acres] + [$3,824.00 x 64.26 acres] = **$781,466.00**). **PERMITTEE's** obligations with respect thereto are provided in the Assessment Agreement, and the actual costs of water and sanitary sewer trunk construction that is part of the Stage I City Improvements (as such term was defined in the Original Development Agreement) payable by **PERMITTEE** pursuant to the Assessment Agreement shall be credited against the water connection and sanitary sewer connection fees for the Plat.

d. Water and Sanitary Sewer Lateral Fees. The Property is not subject to standard sanitary sewer and water lateral fees. Water and sanitary sewer improvements are being constructed pursuant to the Assessment Agreement.

e. Stormwater Management Fee. The current stormwater management fee is $4,465 per commercial acre. The amount due for Lot 1, Block 1 of the Plat is Two Hundred Fifty Thousand Forty and No/100 Dollars ($4,465.00 x 56 acres = **$250,040.00**). The acreage is based on a permeable surface calculation instead of a gross acreage calculation. **PERMITTEE's** obligations with respect thereto are provided in the Assessment Agreement, and the actual costs of stormwater facilities part of the Stage I City Improvements (as such term was defined in the Original Development Agreement) payable by **PERMITTEE** pursuant to the Assessment Agreement shall be credited against the stormwater management fee for the Plat.

f. Future Development Fees. **PERMITTEE** agrees that, except as otherwise provided in the Assessment Agreement, none of the above fees are being collected for any of Outlots A, B or D in the Plat, and therefore said outlots are subject to similar fees at a future date when such outlots are subdivided for development, but such fees shall not be duplicative of fees assessed to Outlots A, B and D pursuant to the Assessment Agreement.

5. Miscellaneous.

a. Proof of Authority. The **CITY** requires **PERMITTEE** to provide proof of authority by its governing board to execute 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 **PERMITTEE**.

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

6. Requirements for Issuance of Building Permits within the Plat.

a. The **PERMITTEE** shall enter into a new development agreement for private improvements per City Code Section 117-54. The **PERMITTEE** shall be responsible for installing improvements required by Chapter 117 in effect at the time of approval.

b. The **PERMITTEE** shall not be in default of amounts owing under the Assessment Agreement.

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

Hageman Holdings, LLC
13200 43rd Street NE
St. Michael, MN 55376-8420

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

CITY OF RAMSEY

By: _____
Its: Mayor

ATTEST

By: _____
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 13th day of December, 2016, by Sarah Strommen and Kurtis G. Ulrich, the Mayor and City Administrator, respectively, of City of Ramsey, a Minnesota municipal corporation pursuant to the authority granted by its City Council.

JOANN THIELING
Notary Public
Minnesota
My Commission Expires January 31, 2020

_____
Notary Public

HAGEMAN HOLDINGS, LLC

By: _____
Its: Chief Manager

STATE OF MINNESOTA)
) SS.
COUNTY OF Wright)

On this 7th day of December, 2016, before me a Notary Public within and for said County, personally Mike Hageman, to me personally known, who each by me duly sworn, did say that he is the Chief Manager of Hageman Holdings, LLC, a limited liability corporation under the laws of the State of Minnesota, acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public

CYNTHIA ROSE TORGERSON
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 1/31/17

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

This Document Reviewed By:
Ratwik, Roszak, and Maloney, P.A.
300 S 4th St → 730 2ND AVE South
Minneapolis, MN 55415

2022343.006

Record ID 2405764

ASSESSMENT AGREEMENT

THIS ASSESSMENT AGREEMENT (this "Agreement") is made this 20th day of May, 2011, by and between **City of Ramsey**, a Minnesota municipal corporation (the "City") with offices at 7550 Sunwood Drive N.W., Ramsey, Minnesota 55303, and **Hageman Holdings, LLC**, a Minnesota limited liability company ("Owner") having an address of 13200 43rd St. NE, St. Michael, MN 55376, and is based on the following facts:

A. Owner is the owner of fee title the Property, as defined in the Development Contract.

B. Owner has applied to the City for approval of a subdivision of the Property into Lot 1, Block 1, and Outlots A, B, C and D, Alpha Development, Anoka County, Minnesota, pursuant to the plat of Alpha Development (the "Plat").

C. The City has approved the Plat subject to certain conditions as specified in that certain Development Contract between the City and Owner, dated May 19, 2011 (the "Development Contract").

D. The Development Contract contemplates that the City and Owner will enter into this Agreement.

NOW, THEREFORE, in consideration of the facts stated above, the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City and Owner, the parties hereby agree as follows:

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

2. Definitions. Capitalized terms used but not defined in this Agreement are defined as provided in the Development Contract.

3. Assessment. A special assessment (the "Assessment") is hereby levied against the Property under Minnesota Statutes Chapter 429 in an amount (the "Aggregate Assessment Amount") equal to the amount of the "Project Costs" of the Stage I City Improvements as defined in the Development Contract. For purposes of this Agreement, "Project Costs" means the actual total cost of the Stage I City Improvements including: 1) 5% contingency, 2) 16% for for construction engineering and administration fees, and; 3) trunk fees. The Aggregate Assessment Amount shall not exceed $1,701,077.34, and the assessment shall be allocated to and levied against portions of the Property created by the Plat as follows:

Commercial Partners Title, LLC
200 South Sixth Street
Suite 1300
Minneapolis, MN 55402

33236 (1) 6-8-10

Parcel Description	Area	Allocation %	Assessment Amount
Lot 1, Block 1	86.436 acres	60%	$1,014,006.34
Outlot B	45.196 acres	33%	$563,751.00
Outlot D	9.621 acres	7%	$123,320.00
Total			**$1,701,077.34**

The composition of the maximum amount of Project Costs is set forth as listed below:

Estimated Improvement Costs		
Street and Trail Improvement - Bunker Lake Extension		$429,133.32
Drainage Improvements - Bunker Lake		$113,176.31
Sanitary Sewer - Bunker Lake		$135,096.73
Watermain Extension - Bunker Lake Blvd.		$246,717.05
Puma Street Surfacing & Trail		$247,351.74
	Sub-total	$1,171,475.15
5% Contingency		$58,573.76
	Sub-total	**$1,230,048.91**
Engineering Costs		
Developer Construction Engineering Fee		$64,363.59
Design Engineering Fee		$85,000.00
3% for City Construction Administration		$35,144.25
	Sub-total	**$184,507.84**
Allocation of Development Fees		
Sanitary Sewer Trunk Fee		$70,374.44
Stormwater Trunk Fee		$103,137.15
Water Trunk Fee		$215,497.27
Trail Development Fee		$58,043.00
	Sub-total	**$447,051.86**
Dirt Road Elimination Program		($160,531.28)
	Grand Total	**$1,701,077.34**

4. Waiver by Owner. The Assessments levied under Section 3 above shall be deemed adopted on the date this Agreement is signed by the City. Owner, by signing this Agreement, acknowledges that the Property is benefited by the Stage I City Improvements in an amount at least equal to the amount of the Project Costs, and hereby unconditionally waives all procedural and substantive objections to the Assessment, including without limitation any right to a hearing and any right to appeal the levying of the Assessment.

5. Payment of Lot 1, Block 1 Assessment. The Assessment for Lot 1, Block 1 of the Plat shall be payable in equal semi-annual installments over a period of twenty (20) years, the first installment of which shall be due not sooner than October 15, 2012. The fixed interest rate applied to the Assessment shall be: (a) if the City elects to finance the Project Costs internally, a fixed rate not greater than two percent (2%) per annum in excess of the "prime rate" as published in *The Wall Street Journal* on the date of this Agreement; or (b) if the City elects to finance Project Costs through issuance of bonds (the "Bonds"), the fixed rate payable on the Bonds plus any discount and costs of issuance of the Bonds actually payable by the City, not to exceed two percent (2%) of the aggregate amount of the Bonds.

6. Deferred Assessments. The Assessments for Outlots B and D of the Plat shall be payable in equal semi-annual installments over a period of twenty (20) years, the first installment of which shall be due not sooner than May 15, 2015, except that if Owner conveys either of said outlots to a party unaffiliated with Owner, the due date of the first installment of the Assessments for that outlot may be accelerated by the City to the May 15 next succeeding the date of such conveyance. The interest rate on the Assessments levied against Outlots B and D shall be the same as the interest rate specified in Section 5 above. Said interest will accrue beginning on the date of the bond sale.

7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute a single agreement.

CITY OF RAMSEY

By: _____
Its: Mayor

ATTEST

By: _____
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 20th day of May, 2011, by Bob Ramsey and Kurtis G. Ulrich, the Mayor and City Administrator, respectively, of City of Ramsey, a Minnesota municipal corporation pursuant to the authority granted by its City Council.

_____
Notary Public

JOANN THIELING
Notary Public
Minnesota
My Commission Expires January 31, 2015

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by Bob Ramsey and Kurtis G. Ulrich, the Mayor and City Administrator, respectively, of City of Ramsey, a Minnesota municipal corporation pursuant to the authority granted by its City Council.

_____
Notary Public

HAGEMAN HOLDINGS, LLC

By: _____
Its: chief manager

STATE OF MINNESOTA)
) SS.
COUNTY OF Wright)

On this 20th day of May, 2011, before me a Notary Public within and for said County, personally Mike Hageman, to me personally known, who each by me duly sworn, did say that he is the Chief Manager of Hageman Holdings, LLC, a limited liability corporation under the laws of the State of Minnesota, acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public

JANE M. MILLER
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

THIS INSTRUMENT WAS DRAFTED BY:
Moss & Barnett (JLW)
A Professional Association
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-4129

ANOKA COUNTY MINNESOTA

Document No.: 2022343.006 ABSTRACT

I hereby certify that the within instrument was filed in this office for record on: 05/23/2011 8:50:00 AM

Fees/Taxes In the Amount of: $46.00

LARRY W. DALIEN

Anoka County Property Tax Administrator/Recorder/Registrar of Titles

MDT, Deputy

Delinquent Taxes Certified

Transfer Entered

Record ID: 2405764

Record ID 4236701

2239308.009

AMENDED AND RESTATED ASSESSMENT AGREEMENT

THIS AGREEMENT, made this 19 day of September, 2019, by and between the City of Ramsey, a municipal corporation under the laws of the State of Minnesota (the "City") and Hageman Holdings, LLC, a Minnesota limited liability company (the "Owner"), and is based on the following facts.

A. **CITY** and **OWNER** entered into an Assessment Agreement dated May 20, 2011 and recorded with Anoka County Property Records as Document #2022343.006 (the "2011 Assessment Agreement").
B. **OWNER** has previously sold Outlot B, ALPHA DEVELOPMENT, and it is no longer subject to the 2011 Assessment Agreement because its assessments have been paid in full.
C. **OWNER,** in order to sell and convey a portion of Lot 1, Block 1, ALPHA DEVELOPMENT, is subdividing said lot pursuant to the plat of AMSTERDAM EXTENSION.
D. **OWNER** is retaining title to only Lot 2, Block 1, AMSTERDAM EXTENSION, and has paid to City, on or prior to the date of this Agreement, the portion of the assessments owing under the 2011 Assessment Agreement that are attributable to the land being sold by **OWNER**.
E. **CITY** has approved a site plan for Delta ModTech on a portion of Lot 1, Block 1 (the "Delta ModTech Project").

NOW, THEREFORE, in consideration of the facts stated above, the mutual promises and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the CITY and OWNER, the parties hereby agree as follows.

1. Owner has paid $399,116.97 attributed to Lot 1, Block 1, Amsterdam Extension as calculated by linear foot of frontage.
2. Section 3 of the 2011 Assessment Agreement is hereby amended and restated to read as follow.

Parcel Description	Linear Feet	Percentage	Unpaid Balance of Assessment
Lot 2, Block 1, AMSTERDAM EXTENSION	1348	43%	$529,062.03
OUTLOT D, ALPHA DEVELOPMENT	NA	NA	$108,287.57

3. No other changes. Except as herein modified, all other terms and conditions of the 2011 Assessment Agreement shall remain in force and effect.

Commercial Partners Title, LLC
200 South Sixth Street
Suite 1300
Minneapolis, MN 55402

A TJ.

55583

CITY OF RAMSEY

By: _____
John LeTourneau
Its: Mayor

By: _____
Kurtis G. Ulrich
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 18th day of September 2019, by John LeTourneau and Kurtis G. Ulrich, the Mayor and City Administrator, respectively, of City of Ramsey, a Minnesota municipal corporation pursuant to the authority granted by its City Council.

JOANN E SHAW
Notary Public
Minnesota
My Commission Expires January 31, 2020

_____
Notary Public

HAGEMAN HOLDINGS, LLC

By: _____
Michael D. Hageman
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 19th day of September, 2019, by Michael D. Hageman, the Chief Manager of Hageman Holdings, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

JOANN E SHAW
Notary Public
Minnesota
My Commission Expires January 31, 2020

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

THIS INSTRUMENT WAS REVIEWED BY
Ratwick, Roszak, and Maloney
730 2nd Ave S, Suite 300
Minneapolis, MN 55402

ANOKA COUNTY MINNESOTA
Document No.: 2239308.009 ABSTRACT
I hereby certify that the within instrument was filed in this office for record on: 09/23/2019 12:39:00 PM
Fees/Taxes In the Amount of $46.00
JONELL M. SAWYER
Anoka County Property Tax
Administrator/Recorder/Registrar of Titles
RMH, Deputy

Record ID: 4236701

Record ID 2405767

2022343.008

(Reserved for Recording Data)

STORM WATER TREATMENT AND PONDING MAINTENANCE AGREEMENT

THIS STORM WATER TREATEMENT AND PONDING MAINTENANCE AGREEMENT (this "Agreement") is made this 20 day of May, 2011, by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (hereinafter referred to as the "City") and **HAGEMAN HOLDINGS, LLC** a Minnesota limited liability company having an address for purposes of this Agreement of 13200 43rd Street N.E., St. Michael, MN 55376 (hereinafter referred to as the "Developer").

WHEREAS, the Developer is the fee owner of certain real property situated in the City of Ramsey, County of Anoka, State of Minnesota legally described as Lot 1, Block 1, and Outlots A, B, C and D, ALPHA DEVELOPMENT, according to the recorded plat thereof (the "Property"); and

WHEREAS, a private school campus ("Legacy Christian Academy") is proposed to be constructed on said Lot 1, Block 1 ("Lot 1"), and the City has required that the Developer make provisions for the construction, maintenance and repair of a storm water management system that utilizes (among other things) infiltration areas, sump manholes, storm sewer pipes, and ponding facilities ("Storm Water Management Practices") located within the Property, as shown on **Exhibit "A"** attached hereto and as the same are described and depicted in those certain construction plans drawn by Anderson Engineering of Minnesota, LLC (the "Plans"); and

WHEREAS, the Storm Water Management Practices are sufficient to serve portions of the Property in addition to Lot 1; and

WHEREAS, the City approved the Legacy Christian Academy conditioned on the requirement that the Developer enter into an agreement for the maintenance of the Storm Water Management Practices within the Property; and

Commercial Partners Title, LLC
200 South Sixth Street
Suite 1300
Minneapolis, MN 55402
33236 (A) 8/14

WHEREAS, the City and Developer desire to set forth their understanding with respect to the construction, repair and maintenance of the Storm Water Management Practices and the responsibility relating to the costs of the repair and maintenance of the Storm Water Management Practices.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Construction of the Storm Water Management Practices. The Developer shall construct the Storm Water Management Practices according to the Plans.

2. Maintenance of the Storm Water Management Practices. The owners from time to time of fee title to the various parcels included in the Property (collectively, the "Owners") shall repair and maintain the Storm Water Management Practices at no expense to the City. The Owners, by duly recorded agreement, may allocate between or among themselves their respective shares of the costs of such repair and maintenance, based on the relative benefits received by each parcel included in the Property or otherwise, but until otherwise provided in any such agreement the Owner of Lot 1 shall be solely responsible for such repair and maintenance and the costs thereof. Maintenance of the Storm Water Management Practices shall include, but not be limited to:

(i) Semi-annual inspections of all sump manholes and pond outfalls (flared end sections), with one in each spring (to remove debris, winter salt and sand deposits, etc.), and autumn (to remove vegetation, sediment, debris, leaves, etc.). If necessary, corrective actions, including removal of all litter and debris, and replacement of mulch, vegetation, and eroded areas to ensure establishment of healthy functioning plant-life therein, shall be executed. Such inspections and corrective actions shall be documented in a maintenance log retained by the Owners and submitted to the City upon request; and

(ii) Bi-annual inspections and certifications by a professional engineer (provided by the Owners) that the Storm Water Management Practices are functioning in accordance with the Plans, and the ponding facilities have maintained the proper operation of storm water treatment in accordance with City and Lower Rum River Watershed Management Organization standards. Copies of the bi-annual inspection reports shall be provided to the City within 30 days of their preparation.

If, as a result of any inspection by the Owners or City staff, it is determined that the Storm Water Management Practices (i) have not been maintained, or (ii) are not functioning as originally designed and intended, or (iii) are in need of repair, the Owners shall restore the Storm Water Management Practices so that they function as they were originally designed and intended pursuant to the Plans.

The Developer, for itself and the Owners from time to time, agrees to be solely responsible for the repair and maintenance of the Storm Water Management Practices and the Owners shall bear all costs of such maintenance. The Owners from time to time shall be

responsible for the obligations of the Developer under this Agreement, and each such Owner shall be responsible for its proportionate share of the obligations of the Developer under this Agreement only while it is an Owner. If the Owners do not undertake the necessary maintenance within thirty (30) days of notification by the City, the City may contract such maintenance, and the costs reasonably incurred by the City for contracting such maintenance shall be reimbursed to the City by the Owners whose parcels in the Property are entitled to the benefits of the Storm Water Management Practices.

2. Assessment. The Developer, for itself and the Owners from time to time, hereby waives any statutory right to contest any assessment by the City for its costs of maintenance/repair as permitted herein, on the basis of the benefit to portions of the Property.

3. Future City Policy. Notwithstanding anything contained in this Agreement to the contrary, in the event the City shall in the future establish a policy for repair and maintenance by the City of storm water management practices owned by private parties located elsewhere in the City under which policy the costs of such repair and maintenance are to be paid either out of general City revenues or by collection of utility or service fees or charges, the Owner of Lot 1 shall be entitled to petition the City for the inclusion of the Storm Water Management Practices under such repair and maintenance program. The recording of a certified copy of the resolution of the City Council of the City which sets forth the consent and authorization described in the foregoing sentence shall serve to terminate this Agreement, without further action on the part of any party hereto.

4. Terms and Conditions. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement shall be recorded in the Anoka County, Minnesota Recorder's office at Developer's expense.

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

CITY OF RAMSEY:

By: _____
Its: Mayor

By: _____
Its: City Administrator

HAGEMAN HOLDINGS, LLC:

By: _____
Its: Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 20th day of May, 2011, by Bob Ramsey and by Kurt Ulrich, respectively the Mayor and City Administrator of the City of Ramsey, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

JOANN THIELING
Notary Public
Minnesota
My Commission Expires January 31, 2015

STATE OF MINNESOTA)
)ss.
COUNTY OF Wright)

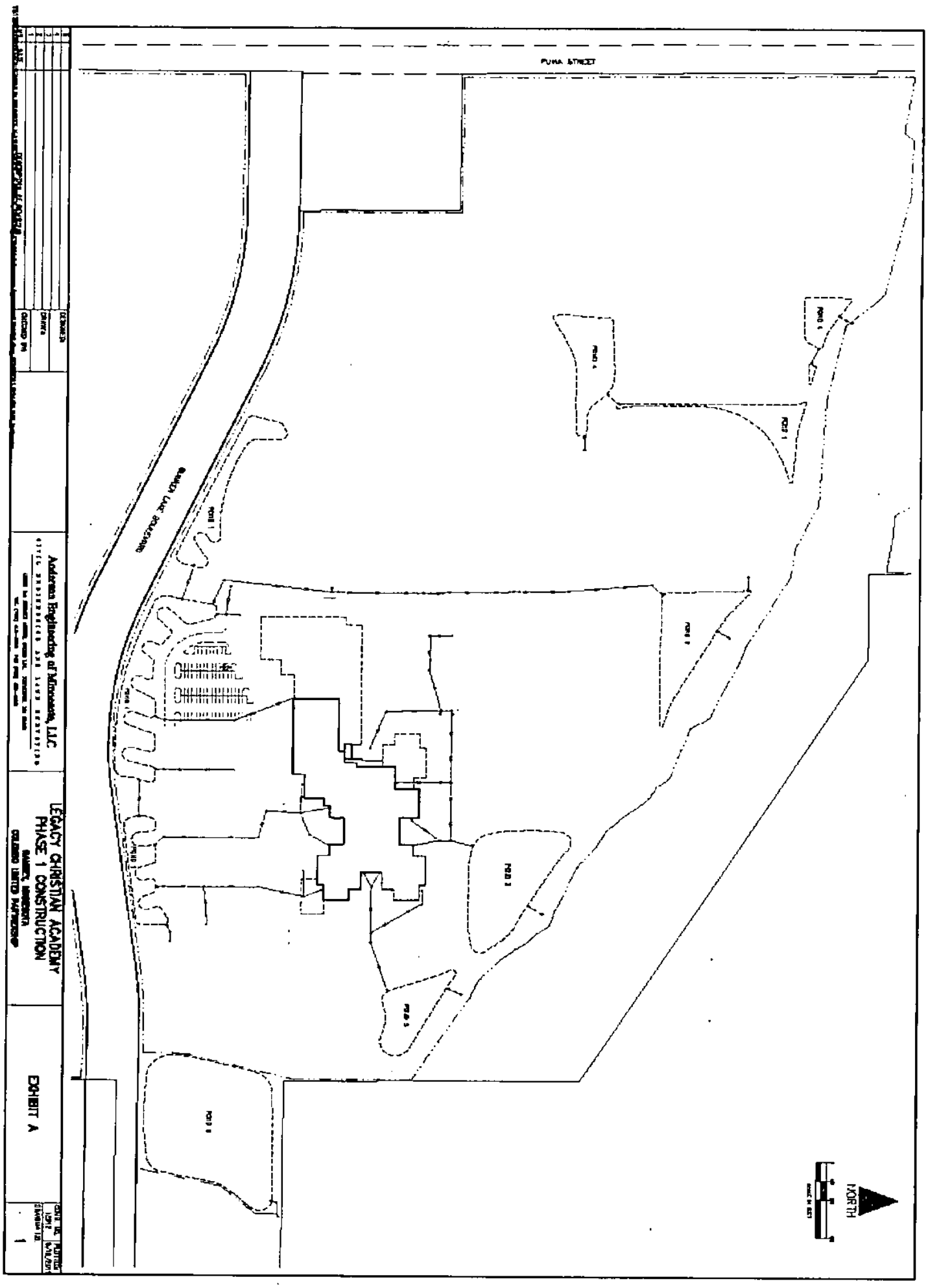
The foregoing instrument was acknowledged before me this 20th day of May, 2011, by Michael D. Hageman, the Chief Manager of Hageman Holdings, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

JANE M. MILLER
Notary Public-Minnesota
My Commission Expires Jan 31, 2015

Notary Public

Drafted by:
Moss + Barnett
4800 Wells Fargo Center
90 S. 7th St.
Minneapolis MN 55402

EXHIBIT "A"



1795481v2

ANOKA COUNTY MINNESOTA

Document No.: 2022343.008 ABSTRACT

I hereby certify that the within instrument was filed in this office for record on: 05/23/2011 8:50:00 AM

Fees/Taxes In the Amount of: $46.00

LARRY W. DALIEN

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

MDT, Deputy

Delinquent Taxes Certified

Transfer Entered

Record ID: 2405767

ANOKA COUNTY MINNESOTA

Document No: 2160375.001 ABSTRACT

I hereby certify that the within instrument was filed in this office for record on 01/10/2017 03:57:44 PM

Fees/Taxes in the amount of: $46.00

Jonell M. Sawyer Deputy: Pam LeBlanc

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

Record ID: 3984569

CERTIFICATION

State of Minnesota)
)
County of Anoka)
)
City of Ramsey)

I hereby certify that the foregoing Resolution #16-12-246 is a true and correct copy of the Resolution adopted by the City Council of the City of Ramsey at a meeting thereof held in the City of Ramsey, Minnesota, on the 13th day of December, 2016, as disclosed by the records of said City in my possession.

Dated this the 15th day of December, 2016.

City Clerk

(CITY SEAL)

The foregoing instrument was acknowledged before me this 15th day of December, 2016, by Jo Ann M. Thieling, City Clerk for the City of Ramsey, Minnesota.

Signature of Notary

KATHLEEN A SCHMITZ
Notary Public
Minnesota
My Commission Expires January 31, 2021

Commercial Partners Title, LLC
200 South Sixth Street
Suite 1300
Minneapolis, MN 55402

(4) 51735 MM

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

RESOLUTION #16-12-246

RESOLUTION APPROVING AMENDED AND RESTATED DEVELOPMENT CONTRACT (PARTIAL RELEASE) FOR ALPHA DEVELOPMENT

WHEREAS, the City of Ramsey and Hageman Holdings, LLC entered into a Development Contract for Alpha Development and Legacy Christian Academy Site Plan for the following described property located in the City of Ramsey on May 19, 2011 (Anoka County record: 2022343.005)

Lot 1, Block 1 and Outlots A, B, C, and D, ALPHA DEVELOPMENT, Anoka County, Minnesota.

(the 'Subject Property');

WHEREAS, on August 30, 2016, the City of Ramsey received a request from Hageman Holdings, LLC to amend and restate the Development Contract dated May 19, 2011; and

WHEREAS, Hageman Holdings, LLC is in the process of obtaining financing for a large construction project; and

WHEREAS, Hageman Holdings, LLC is seeking clean title to their property to apply for financing; and

WHEREAS, on September 08, 2016, the Ramsey City Attorney and Community Development Director drafted, reviewed, and recommended approval of the Amended and Restated Development Contract; and

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

1) That the Ramsey City Council hereby approves the amended and restated development contract (partial release) for alpha development, subject to final review and approval by the City Attorney.

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

Mayor Strommen
Councilmember Williams
Councilmember Kuzma
Councilmember Johns
Councilmember Riley
Councilmember Shryock

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

Councilmember LeTourneau

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 13th day of December, 2016.

Mayor

ATTEST:

City Clerk

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

RESOLUTION #21-250

RESOLUTION APPROVING RELEASE OF MULTIPLE AGREEMENTS FOR LOT 2, BLOCK 1, AMSTERDAM EXTENSION

RECITALS

1. The City of Ramsey, herein referred to as the "City," has approved a the Site Plan and Final Plat for an industrial project generally referred to as Oppidan Industrial property known as Lot 1, Block 1, Amsterdam Extension, Anoka County, MN (the "Subject Property").

2. That the Property Owner, Hageman Holdings, LLC, has a purchase agreement with Oppidan Incorporated for the Subject Property. As part of the closing, the Title Company has requested a release from six (6) documents.

3. The Subject Property is hereby released from the terms and conditions of that certain Development Contract by and between the City and Hageman Holdings, LLC dated May 20, 2011 and filed May 23, 2011 as Document Number 2022343.005 in the Anoka County Recorder's Office the "Development Contract").

4. The Subject Property is hereby released from the terms and conditions of that certain Amended and Restated Development Contract by and between the City and Hageman Holdings, LLC dated December 13, 2016 and filed on January 10, 2017 as Document Number 2160375.002 in the Anoka County Recorder's Office (the "Amended and Restated Development Contract").

5. The Subject Property is hereby released from the terms and conditions of that certain Assessment Agreement between the City of Ramsey and Hageman Holdings, LLC dated May 20, 2011 and filed May 23, 2011 in the Anoka County Recorder's Office as Document Number 2022343.006 (the "Assessment Agreement")

6. The Subject Property is hereby released from the terms and conditions of that certain Amended and Restated Assessment Agreement between the City of Ramsey and Hageman Holdings, LLC dated September 19, 2019 and filed on September 23, 2019 as Document Number 2239308.009 in the Anoka County Recorder's Office (the "Amended and Restated Assessment Agreement").

7. The Subject Property is hereby released from the terms and conditions of that certain Development Contract by and between the City and Hageman Holdings, LLC dated May 20, 2011 and filed May 23, 2011 as Document Number 2022343.008 in the Anoka County Recorder's Office (the "Storm Water Treatment and Ponding Maintenance Agreement").

8. The Subject Property is hereby released from the terms and conditions of that certain Amended and Restated Development Contract (Partial Release) between the City of Ramsey and Hageman Holdings, LLC dated December 13, 2016 and filed January 10, 2017

as Document Number 2160375.001 in the Anoka County Recorder's Office (the "Amended and Restated Development Contract (Partial Release)")

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

1) That the City, **subject to City Attorney review**, approves the release from:
   a. The Development Contract,
   b. The Amended and Restated Development Contract
   c. The Assessment Agreement
   d. The Amended and Restated Assessment Agreement
   e. The Storm Water Treatment and Ponding Maintenance Agreement
   f. The Amended and Restated Development Contract (Partial Release)

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 24 day of August, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **5. 20.**

Meeting Date: 08/24/2021

By: Katie Schmidt, Administrative Services

Information

Title:

Adopt Resolution #21-251 to Hire a Public Works Parks Worker Backfilling a Vacant Position

Purpose/Background:

The purpose of this case is to authorize filling the vacant full-time Parks Maintenance Worker position.

In July, one Parks Maintenance Worker resigned, which created a vacancy in the Parks Division. The Parks Maintenance Worker position responsibilities include all aspects of parks maintenance, construction of new facilities and the operation of equipment while working in a variety of weather conditions. This position will also be involved in snow plowing of public streets, trails and walks, as well as a wide range of other tasks as required.

In addition, the Parks Maintenance Worker is required be a member of the Public Works on-call team and work a rotating on-call schedule 8 weeks per year. This requires employees to be available to respond during evenings, weekends and holidays.

Staff conducted a recruitment process which included first interviews. Mr. Daniel Lowrie was selected as the top candidate. Mr. Lowrie successfully completed the City's background checks and pre-employment testing process. The City extended a contingent job offer pending City Council approval. If hired, Mr. Daniel Lowrie will be subject to a six-month probationary period, the personnel policy and the AFSCME labor agreement.

Funding Source:

The funding for back-filling this position is included in the 2021 budget.

Recommendation:

To hire Mr. Daniel Lowrie as a full-time Public Works Parks Maintenance Worker, effective on or near September 8, 2021, at $23.679 per hour which is step 1 of the 2021 wage scale.

Outcome/Action:

Motion to adopt resolution #21-251 to hire Mr. Daniel Lowrie as a full-time Public Works Parks Maintenance Worker, effective on or near September 8, 2021, at $23.679 per hour, which is step 1 of the 2021 wage scale.

Attachments

Resolution #21-251

Job Description

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/19/2021 02:39 PM
Form Started By: Katie Schmidt		Started On: 08/19/2021 10:05 AM
Final Approval Date: 08/19/2021		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #21-251

RESOLUTION TO HIRE A PUBLIC WORKS PARKS MAINTENANCE WORKER

WHEREAS, there is a Public Works Parks Maintenance Worker vacancy; and

WHEREAS, an internal and external recruitment process was conducted; and

WHEREAS, Mr. Daniel Lowrie has been selected as the top candidate for the position; and

WHEREAS, staff have completed the necessary background checks and are recommending that Mr. Daniel Lowrie be hired as a full-time Public Works Parks Maintenance Worker, effective on or near September 8, 2021 at $23.679 per hour; and

WHEREAS, Mr. Daniel Lowrie will be subject to a 6-month probationary period; and

WHEREAS, Mr. Daniel Lowrie will be subject to the terms of the applicable labor agreement and the City's Personnel Policy.

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

1) Motion to adopt resolution #21-251 to hire Mr. Daniel Lowrie as a full-time Public Works Parks Maintenance Worker, effective on or near September 8, 2021, at $23.679 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 24th day of August, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

Parks Maintenance Worker

Class Code: 16008-2

Bargaining Unit: AFSCME

CITY OF RAMSEY
Established Date: Oct 5, 2017
Revision Date: May 24, 2021

SALARY RANGE

$23.68 Hourly

PRIMARY OBJECTIVE OF POSITION:

The primary objectives of this position are to provide general maintenance of city-owned parks and trail systems. Responsibilities include all aspects of parks maintenance, construction of new facilities and the operation of equipment while working in a variety of weather conditions. This position will also be involved in snow plowing of public streets, trails and walks.

The Parks Maintenance Worker is required to be a member of the on-call team and work a rotating on-call schedule 8 weeks per year. **Members of the on-call team must reside within approximately 30 minutes from the Public Works Facility (14100 Jaspar Street NW)** and to be available to respond during evenings, weekends and holidays.

****This is an AFSCME Union Position****
**** This position is subject to D.O.T. random drug and alcohol testing ****

MINIMUM QUALIFICATIONS:

The successful applicant must possess the following minimum qualifications:

- Must be 18 years of age or older
- Must possess a high school diploma or equivalent
- Must possess a valid Minnesota commercial driver's license (Class A or B) with both air brake and tanker endorsements, along with having a good driving record
- Must reside within the allowed distance for responding to on-call situations (approximately 30 minutes)
- Must be a member of the on-call team
- Must have experience in the operation and maintenance of construction equipment

- Must pass a criminal history check
- Must pass a pre-employment physical exam and drug screen

DESIRED QUALIFICATIONS:

- Applicable post-secondary education and/or certifications
- Previous experience with installation and maintenance of irrigation systems
- Previous experience working in a municipal environment
- Previous experience with commercial snow plowing
- Previous experience with commercial lawn mowing
- Previous experience with commercial landscaping

ESSENTIAL JOB FUNCTIONS:

Essential duties include, but are not limited to the following:

- Maintain parks, grounds and related facilities or equipment
- Perform landscape/grounds care/forestry/naturalist activities
- Installation and maintenance of irrigation systems
- Provide assistance with preparation of community events
- Perform motorized vehicle maintenance and repair
- Perform general maintenance activities
- Perform general labor
- Perform snow related activities
- Perform a wide range of tasks at the verbal or written direction of the Public Works Superintendent and the Parks Supervisor or his/her designee

KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to understand and follow verbal instructions and communicate in English
- Ability to work independently with limited supervision
- Ability to work in a variety of weather conditions including cold or hot temperatures, high humidity, wind or rain
- Must wear safety equipment as required and follow established safety practices and procedures
- Ability to maintain effective working relationships with supervisors and co-workers
- Ability to transport oneself to and around the work site
- General knowledge of general maintenance and landscape principles
- Ability to work alternative schedules including evenings, weekends and possibly holidays as required for the City's maintenance operations

JOB ACTIVITY REQUIREMENTS:

The following are the physical activities that are associated with this position:

- Standing
- Walking
- Lifting
- Pushing/Pulling
- Carrying
- Climbing
- Kneeling
- Crawling
- Crouching
- Bending at waist
- Reaching
- Handling Objects
- Use of Arm Muscles over Extended Periods
- Use of Leg Muscles over Extended Periods

This job requires employees to be able to lift and carry up to 74 pounds without assistance.

The following are the working conditions of the position:

- Working Outdoors
- Working Indoors
- Operating heavy-duty equipment
- Operating motor vehicles
- Working with chemicals
- Working near fumes and vapors
- Driving a City vehicle or personal vehicle
- Driving is an essential function of this job
- Subject to random D.O.T. drug and alcohol testing

CC Regular Session **6. 1.**

Meeting Date: 08/24/2021

Submitted For: Sean Sullivan, Community Development

By: Sean Sullivan, Community Development

Information

Title:

PUBLIC HEARING: Adopt Resolution #21-241 Approving The Modification To The Development Program For Development District No. 1 and Establishing Tax Increment Financing District No. 18: Oppidan Industrial Within Development District No. 1 and Approving The Tax Increment Financing Plan Therefor; and Authorizing An Interfund Loan and Resolution #21-242 Authorizing Execution of a Tax Increment Financing (TIF) Agreement: Oppidan Incorporated, Case of Ramsey Industrial Owner LLC and Oppidan Incorporated

Purpose/Background:

PURPOSE

The purpose of this case is to consider multiple actions regarding the Oppidan Incorporated TIF Business Assistance Application which was received by reviewed by the EDA at the July 8, 2021 meeting. This request is specifically related to Oppidan Incorporated proposed three building 405,000 square foot industrial complex

1. **TIF PLAN AND INTERFUND LOAN:** Consider support of the attached Resolution #21-XXX Approving the Modification to the Development Program for Development District No. 1 and Establishing Tax Increment Financing District No. 18: Oppidan Industrial. This step does not award TIF but is a step in the process that allows the City to award TIF. Awarding the TIF Request is covered in Step 2 below. Some highlights included in the TIF Plan:
    a. Geographical boundary of Development District No. 1 and TIF District 18
    b. Statutory requirements relating to type of TIF District being created, duration of TIF District and impacts to future tax base. This district is considered an Economic Development District.
    c. Provision of a a not-to-exceed budget number ($3,091,277) for eligible development activities to take place within the proposed TIF District 18 that can be financed ($1,172,000 in business assistance, remainder for uses such as public infrastructure improvements and administration of district).
    d. Findings and "But For" Test (Appendix C) documenting that the TIF plan and project is in compliance with Minnesota Statutes.
    e. The TIF Plan does not include inter fund loan language. However, Resolution #121-XXX establishes an *"ability"* for the City to utilize an inter fund loan to pay for up front administrative/legal costs associated with TIF District #18; and repay said inter fund loan with TIF District #18 proceeds. The City is not borrowing any money in this request. It is set up as a 'pay as you go' package, meaning assistance is only provided if tax increment is created.
2. **TIF AGREEMENT:** Consider support of the attached Resolution #21-XXX authorizing execution of a Tax Increment Financing (TIF) Agreement: Oppidan Industrial. This is the actual TIF award for Ramsey Industrial Owner and Oppidan Incorporated ($1,172,000 Pay-Go TIF Note). This document includes all terms and conditions for this specific deal.

BACKGROUND (project)

The project consists of:

A. The purchase of 43 acres of land from Hageman Holdings for the Oppidan Industrial project and further development of Bunker Lake Business Park. The estimated total cost for this step is $4.050M. Assistance is only provided the the area related to the Oppidan site plan, not areas for future development.
B. Within the larger 43-acre parcel, the Developer desires to plat 27.06 acres to construct Building 1 - 111,300 SF, Building 2 - 147,000 SF and Building 3 - 147,000 SF. Collectively, these three industrial buildings will total 405,300 SF. No users have been identified for these buildings but they need to be manufacturing,

warehousing or other TIF eligible uses. The developer is obligated to bring tenants to the buildings that will satisfy the to goal of 100 new jobs. If this does not occur the assistance is prorated based on actual job creation The estimated total cost for the project is 42.7M.

BACKGROUND (subsidy request)

The Developer has asked the City for public financial incentives related to both items above in relation to project (A and B). The Developer requested $1,172,000 in Tax Increment Financing/Assistance to assist with eligible project costs. See analysis below outlining Staff/EDA recommendation of $1,172,000. The Developer is requesting the City provide 9 years of pay-as-you-go (PayGo) TIF for the 3 building 405,300 square foot project. Based on their modeling and project pro-forma, the Developer believes financial assistance is needed, in order to make this project work.

The Developer has completed and submitted a business subsidy application, including a $10,000 non-refundable fee to establish a project escrow. Staff has reviewed and scored the application. The application scores a 30 out of 35 which is a moderate to high score. The application states that this project will bring approximately 100 new jobs to Ramsey upon completion of the construction and opening of the new buildings. Ehlers and staff have reviewed the financial assistance request and have determined that is satisfies the "But-For" test and has conducted financial analysis determining that $1,172,000 in assistance and the return on investment for the Developer is within industry standards and does not unduly enrich the Developer. A copy of the analysis conducted by Ehlers is attached to this case.

Notification:

Both the the Anoka Hennepin 11 School District and Anoka County have been notified of this action, as required by Statute. The Public Hearing has been properly noticed and a copy of the notice has been attached to this case.

Observations/Alternatives:

Project Benefits Summary

- 100-150 new jobs for the City of Ramsey. At least 100 of the new jobs are anticipated to be created paying a minimum wage of at least $17.50 per hour excluding benefits.
- Opportunity for employment for Ramsey and Anoka County Residents.
- Payment of required outstanding 2011 and 2017 special assessments (for the extension of Bunker Lake Boulevard and City Utilities (Bunker Lake Business Park / Puma Street) attributable to the developed parcel will be made at time of proposed property closing in September 2021. (Approximately $441,000)
- 42.7 Million Dollar private sector project investment.
- $1M in annual property taxes after project is completed. The newly created local tax revenue will be captured by the TIF District 18 for 9 years.
- The proposed 405,000 square foot manufacturing buildings are high-quality and market relevant. This industrial complex will be the largest in Ramsey and be a significant investment for the City's new Bunker Lake Industrial Park.
- The proposed funding sources for the subsidy request would be from a newly created TIF District 18. Meaning, this subsidy will not have a direct impact on the existing general tax levy and Ramsey taxpayers. Also, like any TIF project, the existing tax base remains in place, 100%.
- The proposed $1,172,000 in Tax Increment Financing will be through a PayGo Note (pay as you go) at 4.5% interest rather than "up-front" financing or bonding. The Developer will receive 60% of the TIF generated by the project
- The City of Ramsey will retain 40% of the TIF generated to help pay for future improvements such as Bunker Lake Boulevard adjacent to the site and/or other eligible costs.
- The City of Ramsey is seeking retail and restaurant users. Common feedback from the development community and prospects is that Ramsey needs to improve it demographics in order attract these users. Ramsey can do that by increasing both population (rooftops) and increasing trip generation (i.e. large employers and destination users). The development of Bunker Lake Industrial Park helps improve demographics needed by retail and restaurant users (via new vehicle trip generation and increased daytime populations).

Further Analysis

- This business subsidy request has been reviewed and meets Ramsey's business subsidy policy criteria.
- The Developer's request for $1,172,000 is justified and meets State of Minnesota Business Subsidy Statutes.
- Staff has contracted with Ehler's to conduct a third party analysis of the project and to evaluate if the project meets the "But For" test and it has been determined that this project meets that criteria. Findings satisfying this "But-For" test can be found within the attached Ehlers Memo dated June 30, 2021 and the TIF Plan.
- Projected cash on cost return on investment for the Developer is 6.72% which falls within the industry standard of 6.5-7%. the analysis by Ehlers concludes that the $1,172,000 in proposed City assistance does not unduly enrich the company.

Funding Source:

New 9-year TIF District (TIF #18) for the business subsidy and $10,000 fee from the Developer for processing the Application and legal related to TIF Plan and TIF Agreement.

Recommendation:

STAFF

Staff recommends moving forward with this proposed project and supports the Resolutions #21-241 and #21-242 in this case. Staff believes this project meets several goals outlined within the City's Adopted Strategic Plan and EDA Work Plan. Please see observations section for benefits and considerations regarding this request.

EHLERS

Ehlers completed the underwriting for this project. Please see the attached Ehlers MEMO. In summary, Ehlers' findings support moving forward with approving this request.

EDA

The EDA reviewed this project, completed application and analysis by Staff and Ehlers on July 8 and August 12, 2021. The EDA in favor of moving forward with this project with the $1,172,000 in TIF Pay-Go-Note Assistance. The EDA determined that this request is consistent with with the City of Ramsey Business Subsidy Policy. The EDA unanimously passed a motion recommending approval of the actions in the two attached resolutions. Attached to this case are EDA minutes from July 8 amd August 12.

Action:

Motion to adopt Resolution #21-241 Resolution Approving The Modification To The Development Program For Development District No. 1 And Establishing Tax Increment Financing District No. 18: Oppidan Industrial Within Development District No. 1 And Approving The Tax Increment Financing Plan Therefor; And Authorizing An Interfund Loan , subject to review by the City Attorney.

--and--

Motion to adopt Resolution #21-242 Authorizing Execution of a Tax Increment Financing (TIF) Agreement: Oppidan Incorporated; subject to review by the City Attorney.

Attachments

Project Location Map
Site Plan Concept
ACTION Resolution #21-241
ACTION - Resolution #21-242
ACTION - TIF Plan (TIF District 18)
ACTION - TIF Agreement (Oppidan)
Scored Business Subsidy Application
Draft Public Hearing Notice

7.8.21 EDA Minutes

Draft EDA Minutes 8.12.21 Excerpt

TIF Basics

Anoka County Letter Opportunity to Comment

Ehlers Project Analysis Memo

Form Review

Inbox	Reviewed By	Date
Sean Sullivan (Originator)	Sean Sullivan	08/16/2021 04:08 PM
Bruce Westby	Bruce Westby	08/19/2021 02:54 PM
Kurt Ulrich	Kurt Ulrich	08/19/2021 03:25 PM
Form Started By: Sean Sullivan		Started On: 08/09/2021 03:37 PM
Final Approval Date: 08/19/2021		

City of RAMSEY

TIF District 18

TIF District 18

Development District #1

Site Information:
Lot 2, Block 1, Amsterdam Extension, Anoka County (PID 20-32-25-43-0005)

to be platted as:

Lot 1, Lot 2, and Lot 3, Block 1 and Outlot A, Amsterdam Extension 2nd Addition, Anoka County

0 0.75 1.5 Miles

N

Map Prepared by the City of Ramsey
Data Source: Anoka County, City of Ramsey
July 12, 2021
Lampert Conformal Conic Projection
I:GIS\Users\Tim\TIF Properties

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

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

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

PARKING ORDINANCE:
9' X 18' W/ 24' AISLE
OFFICE - 1:300
INDUSTRIAL - 1:1000
OFFICE WAREHOUSE - USE % OF ABOVE

TOTAL BUILDING (1): 111,300 GSF
TOTAL PARKING NEEDED @ 20% OFFICE: 164
TOTAL PARKING PROVIDED W/ ADA & ACCESS.: 170

TOTAL BUILDING (2): 147,000 GSF
TOTAL PARKING NEEDED @ 20% OFFICE: 216
TOTAL PARKING PROVIDED W/ ADA & ACCESS.: 216

TOTAL BUILDING (3): 147,000 GSF
TOTAL PARKING NEEDED @ 20% OFFICE: 216
TOTAL PARKING PROVIDED W/ ADA & ACCESS.: 216

PROPOSED NEW PROPERTY LINE
PROPOSED NEW PROPERTY LINE
POND
PROPOSED BUILDING 3
147,000 GSF
PROPOSED BUILDING 2
147,000 GSF
PROPOSED BUILDING 1
111,300 GSF
210'-0"
700'-0"
530'-0"
60'X50' SPEED BAY
50'X50' TYPICAL BAY
WETLAND SETBACK
BUILDING SETBACK LINE
PARKING SETBACK LINE
PROPERTY LINE
POND
POND

N

CONCEPTUAL SITE PLAN - 3 BUILDING OPTION

RAMSEY, MN
03/31/2021

RAMSEY SPEC INDUSTRIAL

MOHAGEN HANSEN
Architecture | Interiors

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING THE MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1 AND ESTABLISHING TAX INCREMENT FINANCING DISTRICT NO. 18: OPPIDAN INDUSTRIAL WITHIN DEVELOPMENT DISTRICT NO. 1 AND APPROVING THE TAX INCREMENT FINANCING PLAN THEREFOR; AND AUTHORIZING AN INTERFUND LOAN

A. WHEREAS, it has been proposed that the City of Ramsey, Minnesota (the "City") (1) modify the Development Program for Development District No. 1 (the "Development District"); (2) establish Tax Increment Financing District No. 18 (Oppidan Industrial), an economic development district therein (the "TIF District"); (3) approve and adopt the proposed Tax Increment Financing Plan therefor under the provisions of Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the "Act"); and (4) authorize an Interfund Loan (hereinafter defined); and

B. WHEREAS, the City Council has investigated the facts and has caused to be prepared the Modification to the Development Program for the Development District (the "Development Program Modification"), and has caused to be prepared a proposed tax increment financing plan for the TIF District therein (the "TIF Plan"); and

C. WHEREAS, the City has performed all actions required by law to be performed prior to the approval of the modification of the Development District and the establishment of the TIF District therein, and the adoption of the Development Program Modification and TIF Plan therefor, including, but not limited to, notification of Anoka County and Independent School District No. 11 having taxing jurisdiction over the property to be included in the TIF District and the holding of a public hearing upon published and mailed notice as required by law.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Ramsey follows:

1. Development District. The City is not modifying the boundaries of the Development District.

2. Development Program Modification. The Modification to the Development Program for Development District No. 1, a copy of which is on file in the office of the City Administrator, is adopted.

3. Tax Increment Financing District No. 18: Oppidan Industrial. There is hereby established in the City within the Development District, Tax Increment District No. 18 (Oppidan Industrial), an economic development tax increment financing district, the initial boundaries of which are fixed and determined as described in the TIF Plan.

4. Tax Increment Financing Plan. The TIF Plan is adopted as the tax increment financing plan for the TIF District, and the City Council makes the following findings:

(a) The TIF District is an economic development district as defined in Minnesota Statutes, Section 469.174, Subd. 12, the specific basis for such determination is set forth in Appendix C of the TIF Plan.

(b) The proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future. The reasons for such determination are set forth in Appendix C of the TIF Plan.

(c) In the opinion of the City Council, the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan. The reasons supporting this finding are set forth in Appendix C of the TIF Plan.

(d) The TIF Plan for the TIF District conforms to the general plan for development or redevelopment of the City as a whole. The reasons for supporting this finding are set forth in Appendix C of the TIF Plan.

(e) The TIF Plan will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of the Development District by private enterprise. The reasons supporting this finding are set forth in Appendix C of the TIF Plan.

(f) Appendix C of the TIF Plan is incorporated herein by reference.

5. Public Purpose. The adoption of the TIF Plan for the TIF District within the Development District conforms in all respects to the requirements of the Act and will help fulfill a need to develop an area of the State which is already built up to provide employment opportunities, to improve the tax base and to improve the general economy of the State and thereby serves a public purpose.

6. Certification. The Auditor of Anoka County is requested to certify the original net tax capacity of the TIF District as described in TIF Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased in accordance with the Act; and the Community Development Director is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the TIF District for which building permits have been issued during the 18 months immediately preceding the adoption of this Resolution.

7. Filing. The Community Development Director is further authorized and directed to file a copy of the Modification and TIF Plan for the TIF District with the Commissioner of Revenue and the Office of the State Auditor.

8. Interfund Loan. The City has determined that it may pay for certain costs (the "Qualified Costs") identified in the TIF Plan which costs may be financed on a temporary basis from the City's general fund or any other fund from which such advances may be legally made

(the "Fund"). Under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from the Fund in order to finance the Qualified Costs. The City intends to reimburse itself for the payment of the Qualified Costs, plus interest thereon, from tax increments derived from the TIF District in accordance with the following terms (which terms are referred to collectively as the "Interfund Loan"):

(a) The City shall repay to the Fund from which the Qualified Costs are initially paid, the principal amount of $1,172,000 (or, if less, the amount actually paid from such fund) together with interest at 4.00% per annum (which is not more than the greater of (i) the rate specified under Minnesota Statutes, Section 270C.40, or (ii) the rate specified under Minnesota Statutes, Section 549.09) from the date of the payment.

(b) Principal and interest on the Interfund Loan ("Payments") shall be paid semi-annually on each February 1 and August 1 commencing with the first February 1 or August 1 occurring after the date the tax increments from the TIF District are available and not otherwise pledged to and including the earlier of (a) the date the principal and accrued interest of the Interfund Loan is paid in full, or (b) the date of last receipt of tax increment from the TIF District ("Payment Dates") which Payments will be made in the amount and only to the extent of available tax increments. Payments shall be applied first to accrued interest, and then to unpaid principal.

(c) Payments on the Interfund Loan are payable solely from the tax increment generated in the preceding six (6) months with respect to the TIF District and remitted to the City by Anoka County, all in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, as amended. Payments on this Interfund Loan are subordinate to any outstanding or future bonds, notes or contracts secured in whole or in part with tax increment, and are on parity with any other outstanding or future interfund loans secured in whole or in part with tax increments.

(d) The principal sum and all accrued interest payable under this Interfund Loan are pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.

(e) The Interfund Loan is evidence of an internal borrowing by the City in accordance with Minnesota Statutes, Section 469.178, Subd. 7, and is a limited obligation payable solely from tax increment pledged to the payment hereof under this resolution. The Interfund Loan and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on the Interfund Loan or other costs incident hereto except out of tax increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on the Interfund Loan or other costs incident hereto. The City shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the termination of the TIF District.

(f) The City may amend the terms of the Interfund Loan at any time by resolution of the City Council, including a determination to forgive the outstanding principal amount and accrued interest to the extent permissible under law.

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

and the following voted against same:

and the following abstained:

and the following were absent:

Adopted this 24th day of August, 2021.

_____
Mayor

Attest: _____
City Clerk

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. #21-242

RESOLUTION AUTHORIZING EXECUTION OF A TAX INCREMENT FINANCING (TIF) AGREEMENT: OPPIDAN INCOPORATED

A. WHEREAS, Oppidan Incorporated (the "Developer") and Ramsey Industrial Owner LLC (the "Owner") has requested the City of Ramsey, Minnesota (the "City") to assist with the financing of certain costs incurred in connection with the construction of a two phased project consisting of three industrial buildings totaling an estimated 405,000 square feet in the City by the Developer (the "Project").

B. WHEREAS, the Developer, the Tenant and the City have determined to enter into a Tax Increment Financing (TIF) Agreement providing for the City's tax increment financing assistance for the Project (the "TIF Agreement").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ramsey, Minnesota, as follows:

1. The City Council hereby approves the TIF Agreement in substantially the form submitted, and the Mayor and City Administrator are hereby authorized and directed to execute the TIF Agreement on behalf of the City.

2. The approval hereby given to the TIF Agreement includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the City officials authorized by this resolution to execute the TIF Agreement. The execution of the TIF Agreement by the appropriate officer or officers of the City shall be conclusive evidence of the approval of the TIF Agreement in accordance with the terms hereof.

The motion for adoption of the foregoing resolution was duly seconded by member Kuzma and, after full discussion thereof, and upon a vote being taken thereof, the following voted in favor thereof:

and the following voted against same:

and the following abstained:

and the following were absent

Whereupon said resolution was declared passed and adopted by the Ramsey City Council this this 24th day of August, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

Adoption Date: August 24, 2021

City of Ramsey,
Anoka County, Minnesota

MODIFICATION TO THE DEVELOPMENT PROGRAM
Development District No. 1
&
Tax Increment Financing (TIF) Plan
Establishment of Tax Increment Financing
District No. 18 (Oppidan Industrial)
(an economic development district)

EHLERS
PUBLIC FINANCE ADVISORS

Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, Minnesota 55113

BUILDING COMMUNITIES. IT'S WHAT WE DO.

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Modification to the Development Program for Development District No. 1

FOREWORD

The following text represents a Modification to the Development Program for Development District No. 1. This modification represents a continuation of the goals and objectives set forth in the Development Program for Development District No. 1. Generally, the substantive changes include the establishment of Tax Increment Financing District No. 18 (Oppidan Industrial).

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

Tax Increment Financing Plan for Tax Increment Financing District No. 18 (Oppidan Industrial)

FOREWORD

The City of Ramsey (the "City"), staff and consultants have prepared the following information to expedite the Establishment of Tax Increment Financing District No. 18 (Oppidan Industrial) (the "District"), an economic development tax increment financing district, located in Development District No. 1.

STATUTORY AUTHORITY

Within the City, there exist areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the City has certain statutory powers pursuant to *Minnesota Statutes ("M.S."), Sections 469.124 - 469.133*, inclusive, as amended, and *M.S., Sections 469.174 to 469.1794*, inclusive, as amended (the "Tax Increment Financing Act" or "TIF Act"), to assist in financing public costs related to this project.

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

STATEMENT OF OBJECTIVES

The District currently consists of one parcel of land and adjacent roads and internal rights-of-way. The District is being created to facilitate the construction of three speculative buildings totaling 405,300 sq. ft. for manufacturing, warehouse, and distribution facilities in the City. The City intends to enter into an agreement with Oppidan, Inc. as the developer of the project. Development is anticipated to begin in 2021. This TIF Plan is expected to achieve many of the objectives outlined in the Development Program for Development District No. 1.

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

DEVELOPMENT PROGRAM OVERVIEW

Pursuant to the Development Program and authorizing state statutes, the City is authorized to undertake the following activities in the District:

1. Property to be Acquired – Although not anticipated at this time. selected property located within the District may be acquired by the City and is further described in this TIF Plan.

2. Relocation - Relocation services, to the extent required by law, are available pursuant to *M.S., Chapter 117* and other relevant state and federal laws.

3. Upon approval of a developer's plan relating to the project and completion of the necessary legal requirements, the City may sell to a developer selected properties that it may acquire within the District or may lease land or facilities to a developer.

4. The City may perform or provide for some or all necessary acquisition, construction, relocation, demolition, and required utilities and public street work within the District.

5. The City proposes both public and private infrastructure within the District. The proposed reuse of private property within the District will be for manufacturing, warehouse and distribution facilities, and there will be continued operation of Development District No. 1 after the capital improvements within Development District No. 1 have been completed.

DESCRIPTION OF PROPERTY IN THE DISTRICT AND PROPERTY TO BE ACQUIRED

The District encompasses all property and adjacent roads rights-of-way and abutting roadways identified by the parcel listed below.

Parcel number	Address	Owner
20-32-25-43-0005	Unassigned	Hageman Hldgs.

Please also see the map in Appendix A for further information on the location of the District.

The City may acquire any parcel within the District including interior and adjacent street rights of way. Any properties identified for acquisition will be acquired by the City only in order to accomplish one or more of the following: storm sewer improvements; provide land for needed public streets, utilities and facilities; carry out land acquisition, site improvements, clearance and/or development to accomplish the uses and objectives set forth in this plan. The City may acquire property by gift, dedication, condemnation or direct purchase from willing sellers in order to achieve the objectives of this TIF Plan. Such acquisitions will be undertaken only when there is assurance of funding to finance the acquisition and related costs.

DISTRICT CLASSIFICATION

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

The District is in the public interest because it will meet the statutory requirement of discouraging commerce, industry, or manufacturing from moving their operations to another state or municipality; resulting in increased employment in the State; and resulting in preservation and enhancement of the tax base of the State.

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

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

(2) Warehousing, storage, and distribution of tangible personal property, excluding retail sales;

(3) Research and development related to the activities listed in items (1) or (2);

(4) Telemarketing if that activity is the exclusive use of the property; or

(5) Tourism facilities;

(6) Space necessary for and related to the activities listed in items (1) to (5); or

(7) A workforce housing project that satisfies the requirements of *M.S., Section 469.176, Subd. 4c(d)*.

The facilities in the District will meet the conditions of Purposes 1, 2, 3, 4, or 6.

The District is being created to assist in the construction of three speculative industrial buildings. The proposed buildings will be used for manufacturing, warehouse, distribution, research and development, telemarketing, and/or related activities.

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

DURATION & FIRST YEAR OF DISTRICT'S TAX INCREMENT

Pursuant to *M.S., Section 469.175, Subd. 1, and M.S., Section 469.176, Subd. 1*, the duration of the District must be indicated within the TIF Plan. Pursuant to *M.S., Section 469.176, Subd. 1b.*, the duration of the District will be 8 years after receipt of the first increment by the City. The date of receipt by the City of the first tax increment is expected to be 2023.

Thus, it is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after 2031, or when the TIF Plan is satisfied. If increment is received in 2023, the term of the District will be 2031. The City reserves the right to decertify the District prior to the legally required date.

ORIGINAL TAX CAPACITY, TAX RATE & ESTIMATED CAPTURED NET TAX CAPACITY VALUE/INCREMENT & NOTIFICATION OF PRIOR PLANNED IMPROVEMENTS

Pursuant to *M.S., Section 469.174, Subd. 7 and M.S., Section 469.177, Subd. 1*, the Original Net Tax Capacity (ONTC) as certified for the District will be based on the market values placed on the property by the assessor in 2021 for taxes payable 2022.

Pursuant to *M.S., Section 469.177, Subds. 1 and 2*, the County Auditor shall certify in each year (beginning in the payment year 2023) the amount by which the original value has increased or decreased as a result of:

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

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

The original local tax rate for the District will be the local tax rate for taxes payable 2022, assuming the request for certification is made before June 30, 2022). The 2022 tax rates are not available at this time, therefore the ONTC and the 2021 Original Local Tax Rate for the District appear in the table below.

Pursuant to *M.S., Section 469.174 Subd. 4 and M.S., Section 469.177, Subd. 1, 2, and 4*, the estimated Captured Net Tax Capacity (CTC) of the District, within Development District No. 1, upon completion of the projects within the District, will annually approximate tax increment revenues as shown in the table below. The City requests 100 percent of the available increase in tax capacity for repayment of its obligations and current expenditures, beginning in the tax year payable 2023. The Project Tax Capacity (PTC) listed is an estimate of values when the projects within the District are completed.

Project Tax Capacity		
Project estimated Tax Capacity upon completion	766,301	
Original estimated Net Tax Capacity	58,206	
Fiscal Disparities	265,968	
Estimated Captured Tax Capacity	**442,127**	
Original Local Tax Rate	91.2060%	Pay 2021
Estimated Annual Tax Increment	**$403,247**	
Percent Retainted by the City	100%	

Note: Tax capacity includes a 3% inflation factor for the duration of the District. The tax capacity included in this chart is the estimated tax capacity of the District in year 31. The tax capacity of the District in year one is estimated to be $100,125.

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

The City is reviewing the area to be included in the District to determine if any building permits have been issued during the 18 months immediately preceding approval of the TIF Plan by the City.

SOURCES OF REVENUE/BONDS TO BE ISSUED

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

SOURCES		
Tax Increment	$	2,810,252
Interest		281,025
TOTAL	**$**	**3,091,277**

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

The City may issue bonds (as defined in the TIF Act) secured in whole or in part with tax increments from the District in a maximum principal amount of $2,564,320. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or interfund loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of approval.

USES OF FUNDS

Currently under consideration for the District is a proposal to facilitate the construction of 405,300 sq. ft. of manufacturing, warehouse, and distribution facilities. The City has determined that it will be necessary to provide assistance to the project(s) for certain District costs, as described.

The City has studied the feasibility of the development or redevelopment of property in and around the District. To facilitate the establishment and development or redevelopment of the District, this TIF Plan authorizes the use of tax increment financing to pay for the cost of certain eligible expenses. The estimate of public costs and uses of funds associated with the District is outlined in the following table.

USES	
Land/Building Acquisition	$ 1,500,000
Site Improvements/Preparation	500,000
Utilities	283,295
Other Qualifying Improvements	-
Administrative Costs (up to 10%)	281,025
PROJECT COSTS TOTAL	**$ 2,564,320**
Interest	526,957
PROJECT AND INTEREST COSTS TOTAL	**$ 3,091,277**

The total project cost, including financing costs (interest) listed in the table above does not exceed the total projected tax increments for the District as shown in the Sources of Revenue section.

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

FISCAL DISPARITIES ELECTION

Pursuant to *M.S., Section 469.177, Subd. 3*, the City may elect one of two methods to calculate fiscal disparities.

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

ESTIMATED IMPACT ON OTHER TAXING JURISDICTIONS

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

Impact on Tax Base

Entity	2020/Pay 2021 Total Net Tax Capacity	Estimated Captured Tax Capacity (CTC) upon completion	Percent of CTC to Entity Total
Anoka County	386,212,504	442,127	**0.1145%**
City of Ramsey	28,227,332	442,127	**1.5663%**
ISD No. 11	221,874,868	442,127	**0.1993%**

Impact on Tax Rates

Entity	Pay 2021 Extension Rate	Percent of Total	CTC	Potential Taxes
Anoka County	31.0860%	34.08%	442,127	$ **137,440**
City of Ramsey	39.2510%	43.04%	442,127	**173,539**
ISD No. 11	16.1520%	17.71%	442,127	**71,412**
Other	4.7170%	5.17%	442,127	**20,855**
	91.2060%	**100.00%**		$ **403,247**

The estimates listed above display the captured tax capacity when all construction is completed. The tax rate used for calculations is the Pay 2021 rate. The total net capacity for the entities listed above are based on Pay 2021 figures. The District will be certified under the Pay 2022 rates, which were unavailable at the time this TIF Plan was prepared.

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

(1) Estimate of total tax increment. It is estimated that the total amount of tax increment that will be generated over the life of the District is $2,810,252;

(2) Probable impact of the District on city provided services and ability to issue debt. An impact of the District on police protection is expected. With any addition of new businesses, police calls for service will be increased. New developments add an increase in traffic, and additional overall demands to the call load. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or facilities.

The probable impact of the District on fire protection is not expected to be significant. Typically new buildings generate few calls, if any, and are of superior construction. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or facilities.

The impact of the District on public infrastructure is expected to be minimal. The current infrastructure for sanitary sewer, storm sewer and water will be able to handle the additional volume generated from the proposed development. The City has future plans to add an additional lane to Bunker Lake Blvd adjacent to the Development parcel and extended east to Armstrong Blvd. The City may utilize tax increment from this project to assist in the payment and/or reimbursement of funding for the Bunker Lake Boulevard Improvements. Based on the development plans, there limited additional costs associated with street maintenance, sweeping, plowing, lighting and sidewalks. The development in the District is also expected to contribute sanitary sewer (SAC) and water (WAC) connection fees.

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

(3) Estimated amount of tax increment attributable to school district levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is $497,678;

(4) Estimated amount of tax increment attributable to county levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is $957,826;

(5) Additional information requested by the county or school district. The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S. Section 469.175 Subd. 2(b)* within 15 days after receipt of the tax increment financing plan.

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

SUPPORTING DOCUMENTATION

Pursuant to *M.S. Section 469.175, Subd. 1 (a), clause 7* the TIF Plan must contain identification and description of studies and analyses used to make the determination set forth in *M.S. Section 469.175, Subd. 3, clause (b)(2)* and the findings are required in the resolution approving the District.

(i) In making said determination, reliance has been placed upon (1) written representation made by the developer to such effects, (2) review of the developer's pro forma; and (3) City staff awareness of the feasibility of developing the project site within the District, which is further outlined in the City Council resolution approving the establishment of the TIF District and Appendix C.

(ii) A comparative analysis of estimated market value both with and without establishment of the TIF District and the use of tax increments has been performed. Such analysis is included with the cashflow in Appendix B and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the TIF District and the use of tax increments.

DISTRICT ADMINISTRATION

Administration of the District will be handled by the Economic Development Manager.

Appendix A: Map of Development District No. 1 and the TIF District

City of RAMSEY

TIF District 18

TIF District 18

Development District #1

0 0.75 1.5 Miles

N

Site Information:
Lot 2, Block 1, Amsterdam Extension, Anoka County (PID 20-32-25-43-0005)

to be platted as:

Lot 1, Lot 2, and Lot 3, and Outlot A, Block 1, Amsterdam Extension 2nd Addition, Anoka County

Map Prepared by the City of Ramsey
Data Source: Anoka County, City of Ramsey
July 12, 2021
Lampert Conformal Conic Projection
I:GIS\Users\Tim\TIF Properties

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

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

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

Appendix B: Estimated Cash Flow for the District

Oppidan Industrial

City of Ramsey, MN

405,300 sq. ft. Industrial

ASSUMPTIONS AND RATES

DistrictType:	**Economic Development**	
District Name/Number:		
County District #:		
First Year Construction or Inflation on Value	**2021**	
Existing District - Specify No. Years Remaining		
Inflation Rate - Every Year:	**3.00%**	
Interest Rate:	**4.00%**	
Present Value Date:	**1-Aug-22**	
First Period Ending	1-Feb-23	
Tax Year District was Certified:	**Pay 2022**	
Cashflow Assumes First Tax Increment For Development:	2023	
Years of Tax Increment	9	
Assumes Last Year of Tax Increment	2031	
Fiscal Disparities Election [Outside (A), Inside (B), or NA]	**Inside(B)**	
Incremental or Total Fiscal Disparities	**Incremental**	
Fiscal Disparities Contribution Ratio	37.5610%	Pay 2021
Fiscal Disparities Metro-Wide Tax Rate	139.5040%	Pay 2021
Maximum/Frozen Local Tax Rate:	91.206%	Pay 2021
Current Local Tax Rate: (Use lesser of Current or Max.)	91.206%	Pay 2021
State-wide Tax Rate (Comm./Ind. only used for total taxes)	35.9780%	Pay 2021
Market Value Tax Rate (Used for total taxes)	0.23694%	Pay 2021

Tax Rates

Exempt Class Rate (Exempt)		0.00%
Commercial Industrial Preferred Class Rate (C/I Pref.)		
First	$150,000	1.50%
Over	$150,000	2.00%
Commercial Industrial Class Rate (C/I)		2.00%
Rental Housing Class Rate (Rental)		1.25%
Affordable Rental Housing Class Rate (Aff. Rental)		
First	$174,000	0.75%
Over	$174,000	0.25%
Non-Homestead Residential (Non-H Res. 1 Unit)		
First	$500,000	1.00%
Over	$500,000	1.25%
Homestead Residential Class Rate (Hmstd. Res.)		
First	$500,000	1.00%
Over	$500,000	1.25%
Agricultural Non-Homestead		1.00%

BASE VALUE INFORMATION (Original Tax Capacity)

Map ID	PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Original Market Value	Tax Year Original Market Value	Property Tax Class	Current Original Tax Capacity	Class After Conversion	After Conversion Orig. Tax Cap.	Area/ Phase
1	20-32-25-43-0005	Hageman Hldgs.	Unassigned	2,947,800	0	2,947,800	100%	2,947,800	Pay 2022	C/I Pref.	58,206	C/I Pref.	58,206	1
				2,947,800	**0**	**2,947,800**		**2,947,800**			**58,206**		**58,206**	

Note:

1. Base values are for pay 2022 based upon review of County website on 6-16-21.
2. Located in SD # 11

Oppidan Industrial

City of Ramsey, MN

405,300 sq. ft. Industrial

EHLERS PUBLIC FINANCE ADVISORS

PROJECT INFORMATION (Project Tax Capacity)

Area/Phase	New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Total Sq. Ft./Units	Total Taxable Market Value	Property Tax Class	Project Tax Capacity	Project Tax Capacity/Unit	Percentage Completed 2021	Percentage Completed 2022	Percentage Completed 2023	Percentage Completed 2024	First Year Full Taxes Payable
1	Industrial	79.96	80	111,300	8,900,000	C/I Pref.	177,250	2	25%	100%	100%	100%	2024
1	Industrial	76.19	76	147,000	11,200,000	C/I Pref.	223,250	2	25%	100%	100%	100%	2024
2	Industrial	78.23	78	147,000	11,500,000	C/I Pref.	229,250	2	0%	25%	100%	100%	2025
TOTAL					**31,600,000**		**629,750**						
Subtotal Residential				**0**	**0**		**0**						
Subtotal Commercial/Ind.				**405,300**	**31,600,000**		**629,750**						

Note:

1. Market values are based upon estimates from the County Assessor.

TAX CALCULATIONS

New Use	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
Industrial	**177,250**	**66,577**	**110,673**	**100,941**	**92,877**	**63,231**	**21,088**	**278,137**	**2.50**
Industrial	**223,250**	**83,855**	**139,395**	**127,137**	**116,981**	**79,781**	**26,537**	**350,436**	**2.38**
Industrial	**229,250**	**86,109**	**143,141**	**130,554**	**120,125**	**81,940**	**27,248**	**359,866**	**2.45**
TOTAL	**629,750**	**236,540**	**393,210**	**358,631**	**329,983**	**224,952**	**74,873**	**988,440**	

Note:

1. Taxes and tax increment will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.

WHAT IS EXCLUDED FROM TIF?

Total Property Taxes	**988,440**
less State-wide Taxes	**(224,952)**
less Fiscal Disp. Adj.	**(329,983)**
less Market Value Taxes	**(74,873)**
less Base Value Taxes	**(33,147)**
Annual Gross TIF	**325,484**

MARKET VALUE BUT / FOR ANALYSIS

Current Market Value - Est.	2,947,800
New Market Value - Est.	31,600,000
Difference	28,652,200
Present Value of Tax Increment	2,232,782
Difference	26,419,418
Value likely to occur without Tax Increment is less than:	**26,419,418**

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Oppidan Industrial

City of Ramsey, MN

405,300 sq. ft. Industrial

TAX INCREMENT CASH FLOW

% of OTC	Project Tax Capacity	Original Tax Capacity	Fiscal Disparities Incremental	Captured Tax Capacity	Local Tax Rate	Annual Gross Tax Increment	Semi-Annual Gross Tax Increment	State Auditor 0.36%	Admin. at 10%	Semi-Annual Net Tax Increment	Semi-Annual Present Value	PERIOD ENDING Yrs.	Tax Year	Payment Date
							-	-	-	-				02/01/23
100%	100,125	(58,206)	(15,745)	26,174	91.206%	23,872	11,936	(43)	(1,189)	10,704	10,288	0.5	2023	08/01/23
							11,936	(43)	(1,189)	10,704	20,375	1	2023	02/01/24
100%	457,812	(58,206)	(149,469)	250,137	91.206%	228,140	114,070	(411)	(11,366)	102,294	114,878	1.5	2024	08/01/24
							114,070	(411)	(11,366)	102,294	207,528	2	2024	02/01/25
100%	641,765	(58,206)	(219,191)	364,368	91.206%	332,326	166,163	(598)	(16,556)	149,008	339,843	2.5	2025	08/01/25
							166,163	(598)	(16,556)	149,008	469,564	3	2025	02/01/26
100%	661,018	(58,206)	(226,422)	376,390	91.206%	343,290	171,645	(618)	(17,103)	153,924	600,937	3.5	2026	08/01/26
							171,645	(618)	(17,103)	153,924	729,734	4	2026	02/01/27
100%	680,848	(58,206)	(233,871)	388,772	91.206%	354,583	177,292	(638)	(17,665)	158,988	860,160	4.5	2027	08/01/27
							177,292	(638)	(17,665)	158,988	988,028	5	2027	02/01/28
100%	701,274	(58,206)	(241,543)	401,525	91.206%	366,215	183,108	(659)	(18,245)	164,204	1,117,501	5.5	2028	08/01/28
							183,108	(659)	(18,245)	164,204	1,244,436	6	2028	02/01/29
100%	722,312	(58,206)	(249,445)	414,661	91.206%	378,196	189,098	(681)	(18,842)	169,575	1,372,953	6.5	2029	08/01/29
							189,098	(681)	(18,842)	169,575	1,498,950	7	2029	02/01/30
100%	743,982	(58,206)	(257,584)	428,191	91.206%	390,536	195,268	(703)	(19,457)	175,109	1,626,507	7.5	2030	08/01/30
							195,268	(703)	(19,457)	175,109	1,751,563	8	2030	02/01/31
100%	766,301	(58,206)	(265,968)	442,127	91.206%	403,247	201,623	(726)	(20,090)	180,808	1,878,157	8.5	2031	08/01/31
							201,623	(726)	(20,090)	180,808	2,002,269	9	2031	02/01/32
	Total						**2,820,405**	**(10,153)**	**(281,025)**	**2,529,227**				
	Present Value From	**08/01/2022**		**Present Value Rate**	**4.00%**		**2,232,782**	**(8,038)**	**(222,474)**	**2,002,269**				

Appendix C: Findings Including But/For Qualifications

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for Tax Increment Financing District No. 18 (Oppidan Industrial) as required pursuant to *M.S., Section 469.175, Subd. 3* are as follows:

1. *Finding that Tax Increment Financing District No. 18 (Oppidan Industrial) is an economic development district as defined in M.S., Section 469.174, Subd. 12.*

   Tax Increment Financing District No. 18 (Oppidan Industrial) is a contiguous geographic area within the City's Development District No. 1, delineated in the TIF Plan, for the purpose of financing economic development in the City through the use of tax increment. The District is in the public interest because it will facilitate the construction of 405,300 sq. ft. of manufacturing, warehouse, and distribution facilities. in the City which will increase employment in the State and preserve and enhance the tax base of the state.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 18 (Oppidan Industrial) permitted by the TIF Plan.*

   The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the development proposed in this plan is three speculative buildings totaling 405,300 sq. ft. for manufacturing, warehouse, and distribution that meets the City's objectives for economic development. The cost of land acquisition, and related site improvements necessary to maximize development potential, makes development of the facility infeasible without City assistance. The developer was asked for and provided a letter and a pro forma as justification that the developer would not have gone forward without tax increment assistance.

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

Therefore, the City concludes as follows:

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

b. If the proposed development occurs, the total increase in market value will be 28,652,200 (see Appendix B of the TIF Plan)

c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be $2,232,782 (see Appendix B of the TIF Plan).

d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than $26,419,418 (the amount in clause b less the amount in clause c) without tax increment assistance.

3. *Finding that the TIF Plan for Tax Increment Financing District No. 18 (Oppidan Industrial) conforms to the general plan for the development or redevelopment of the municipality as a whole.*

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

4. *Finding that the Tax Increment Financing Plan for Tax Increment Financing District No. 18 (Oppidan Industrial) will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of Development District No. 1 by private enterprise.*

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

TAX INCREMENT FINANCING (TIF) AGREEMENT

BY AND AMONG

CITY OF RAMSEY, MINNESOTA

AND

RAMSEY INDUSTRIAL OWNER LLC

AND

OPPIDAN INCORPORATED

This document drafted by:

TAFT STETTINIUS & HOLLISTER LLP
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

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TAX INCREMENT FINANCING (TIF) AGREEMENT

THIS AGREEMENT, made as of the 1st day of August, 2021, by and between the City of Ramsey, Minnesota (the "City"), a municipal corporation existing under the laws of the State of Minnesota, Oppidan Incorporated, a Minnesota corporation (the "Developer") and Ramsey Industrial Owner LLC, a Delaware limited liability company (the "Owner").

WITNESSETH:

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

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has heretofore established, within the Development District, Tax Increment Financing District No. 18 (Oppidan Industrial) (the "Tax Increment District") and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

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

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

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

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

WHEREAS, the Council has approved this Agreement as a subsidy agreement under the Business Subsidy Law;

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

ARTICLE I

DEFINITIONS

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

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

Assessment Agreement means the agreement, in substantially the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article III of this Agreement;

Assessor's Minimum Market Value means the agreed minimum market value of the Development Property and Project and for calculation of real property taxes as determined by the Assessor for the County pursuant to the Assessment Agreement;

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

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

City Development Agreement means, the Development Agreement for _____ by and between the City and _____ dated as of _____, 2021, as the same may be from time to time modified;

County means Anoka County, Minnesota;

Developer means Oppidan Incorporated, a Minnesota corporation;

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

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

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

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

Legal and Administrative Expenses means all the out-of-pocket fees and expenses incurred by the City in connection with the review and analysis of the development proposed under this Agreement, the administration of the Tax Increment Financing Plan and the Tax Increment District, the preparation of this Agreement and the issuance of the Tax Increment Note;

Note Payment Date means August 1, 2023, and each February 1 and August 1 of each year thereafter to and including February 1, 2032; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Owner means Ramsey Industrial Owner LLC, a Delaware limited liability company, its successors and assigns;

Phase 1 means the construction of two (2) industrial buildings; building one will be approximately 111,300 square feet and building two will be approximately 147,000 square feet by the Developer on the Development Property to be operated for manufacturing, warehousing, storage and distribution facilities;

Phase 2 means the construction of one (1) industrial building approximately 147,000 square feet by the Developer on the Development Property to be used for manufacturing, warehousing, storage and distribution;

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

Project means collectively, Phase 1 and Phase 2;

State means the State of Minnesota;

Tax Increments means 60% of the tax increments derived from the Development Property which have been received by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

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

Tax Increment District means Tax Increment Financing District No. 18 (Oppidan Industrial) located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as an economic development district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on August 24, 2021, and any future amendments thereto;

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

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, material shortages, civil unrest, unusually severe or prolonged bad weather, acts of God or nature, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by

the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which result in delays.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

(1) The Developer is a Minnesota corporation, is authorized to do business in the State, and has the power and authority to enter into this Agreement and to perform its obligations hereunder, and doing so will not violate its articles of organization, bylaws, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

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

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

(4) The Developer will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

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

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

(8) Construction of Phase 1 shall begin by October 1, 2021 and the construction of Phase 1 will be substantially completed by December 31, 2022, subject to Unavoidable Delays. Construction of Phase 2 shall begin by September 1, 2022 and the construction of Phase 2 will be substantially completed by September 30, 2023, subject to Unavoidable Delays.

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

Section 2.3. Representations and Warranties of the Owner. The Owner makes the following representations and warranties:

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

(2) The Owner will cooperate with the City with respect to any litigation commenced with respect to the Project.

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

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1. Acquisition of Development Property and Legal and Administrative Expenses .

(1) The parties agree that the acquisition of the Development Property is essential to the successful completion of the Project. The costs of acquiring the Development Property shall be paid by the Owner. The City shall pay the Developer $1,172,000 for the costs of the Owner's acquisition of the Development Property (the "TIF Amount"), as further provided in Section 3.3 hereof.

(2) The Developer shall pay the Legal and Administrative Expenses incurred by the City.

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

Section 3.3. Payment: TIF Note. The City shall pay the Developer under Section 3.1 for costs of the Owner's acquisition of the Development Property through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have demonstrated in writing to the reasonable satisfaction of the City that the Developer has substantially completed Phase 1 of the Project (which satisfaction shall be deemed evidenced by the issuance of a certificate of occupancy therefor or other written notice of satisfaction of the City) and has incurred and paid the costs of the acquisition of the Development Property, as described in and limited by Section 3.1 and shall have submitted a signed settlement statement or other evidence of payment of the costs of acquisition of the Development Property in an amount not less than the TIF Amount.

(2) The unpaid principal of the TIF Note shall bear simple non-compounding interest from the date of issuance of the TIF Note, at 4.50% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

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

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

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

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

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

Section 3.4. Business Subsidies Act.

(1) In order to satisfy the provisions of Minnesota Statutes, Sections 116J.993 to 116J.995 (the "Business Subsidies Act"), the Developer acknowledges and agrees that the amount of the "Business Subsidy" granted to the Developer under this Agreement is $1,172,000 which is the TIF Amount for the cost of the acquisition of the Development Property and that the Business Subsidy is needed because the Project is not sufficiently feasible for the Developer and the Owner to undertake without the Business Subsidy. The Tax Increment District is an economic development district and the public purpose of the Business Subsidy is to encourage the construction of manufacturing, warehousing, storage and distribution facilities in the City. The Developer and the Owner agree that they will cause the tenants of the Project to meet the following goals (the "Goals") in connection with the development of the Development Property. The leases entered into with tenant of the Project shall incorporate the job and wage Goals set forth herein, such that, the tenants of the Project, taken as a whole, shall create at least one hundred (100) full time jobs in the City at an average hourly wage totaling of at least $17.50 per hour, excluding benefits, within two years from the "Benefit Date", which is the earlier of the date the Developer completes the construction of the Project or the tenants occupy the Project.

(2) If no Goals with respect to jobs and wages have been met, either wholly or partially, within two years of the Benefit Date, the Developer agrees to repay all of the Business Subsidy that has been paid to the Developer to the City, plus interest ("Interest") set at the implicit price deflator defined in Minnesota Statutes, Section 275.70, Subdivision 2, accruing from and after the Benefit Date, compounded semiannually. If the Goals are met in part, the Developer will repay a portion of the Business Subsidy (plus Interest) that has been paid to the Developer determined by multiplying the Business Subsidy by a fraction, the numerator of which is the

number of jobs in the Goals which were not created at the wage level set forth above and the denominator of which is one hundred (100) (i.e. number of jobs set forth in the Goals).

(3) The Developer agrees to (i) report the progress of the tenants on achieving the Goals to the City until the later of the date the Goals are met or two years from the Benefit Date, or, if the Goals are not met, until the date the Business Subsidy is repaid, (ii) include in the report the information required in Minnesota Statutes, Section 116J.994, Subdivision 7 on forms developed by the Minnesota Department of Employment and Economic Development, and (iii) send completed reports to the City. The Developer agrees to file these reports no later than March 1 of each year commencing March 1, 2023, and within 30 days after the deadline for meeting the Goals. The City agrees that if it does not receive the reports, it will mail the Developer a warning within one week of the required filing date. If within 14 days of the post marked date of the warning the reports are not made, the Developer agrees to pay to the City a penalty of $100 for each subsequent day until the report is filed up to a maximum of $1,000.

(4) The Developer agrees to continue operations within the City for at least five (5) years after the Benefit Date.

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

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

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

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

The Owner agrees that prior to the Termination Date:

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

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

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

(4) The Developer and Owner may seek through petition or other means to have the market value of the Development Property reduced, provided however, that the Developer an Owner shall not seek a reduction of such market value below the Assessor's Minimum Market Value. Until the final Payment Date of the TIF Note (February 1, 2032), such activity must be preceded by written notice from the Developer and Owner to the City indicating its intention to do so. Upon receiving such notice, or otherwise learning of the Developer's and Owner's intentions, the City may suspend payments due under the TIF Note until the actual amount of the reduction is determined, whereupon the City will make the suspended payments less any amount that the City is required to repay the County as a result of any reduction in market value of the Development Property. During the period that the payments are subject to suspension the City may make partial payments on the TIF Note if it determines, in its sole and absolute discretion that the amount retained will be sufficient to cover any repayment which the County may require. The City's suspension of payments on the TIF Note pursuant to this Section shall not be considered a default under this Agreement.

Section 3.6. Lease of Project.

(1) Pursuant to the provisions of Minnesota Statutes Section 469.176, Subdivision 4c, the Owner and the Developer agree that, until termination of this Agreement, the Project shall be leased to a tenant or tenants and shall, in any such lease, limit the space within the Project to be occupied by such tenant or tenants to the following uses:

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

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

(c) space necessary for and related to the activities listed in (a) and (b).

(2) Upon execution of a lease of the Project the Developer shall submit to the City evidence that the operation of the Project conforms to (1) above, it being acknowledged and agreed that a copy of the specific "use" clause from the respective lease shall be deemed to constitute sufficient evidence in satisfaction of this clause.

Section 3.7. Execution of Assessment Agreement. Simultaneously with the execution of this Agreement, the Developer and the Owner and the City shall execute an Assessment Agreement pursuant to the provisions of Minnesota Statutes, Section 469.177, Subdivision 8, specifying the Assessor's Minimum Market Value for the Development Property and the Project for calculation of real property taxes. Specifically, the Developer and Owner shall agree to a market value for the Development Property and (a) Phase 1 which will result in a market value as of January 2, 2023 of not less than $20,100,000 until the earlier of (i) December 31, 2031; or (ii) the Termination Date and Phase 2 which will result in a market value as of January 2, 2024 of not

less than $11,500,000 until the earlier of (i) December 31, 2031; or (ii) the Termination Date (such minimum market value at the time applicable is herein referred to as the "Assessor's Minimum Market Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign a market value to the property in excess of such Assessor's Minimum Market Value. The Assessment Agreement shall remain in effect until the earlier of (i) December 31, 2031; or (ii) the Termination Date. The Assessment Agreement shall be certified by the Assessor for the County as provided in Minnesota Statutes, Section 469.177, Subdivision 8, upon a finding by the Assessor that the Assessor's Minimum Market Value represents a reasonable estimate based upon the plans and specifications for the Project to be constructed on the Development Property and the market value previously assigned to the Development Property. Pursuant to Minnesota Statutes, Section 469.177, Subdivision 8, the Assessment Agreement shall be filed for record in the office of the county recorder or registrar of titles of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, including the holder of any mortgage recorded against the Development Property.

ARTICLE IV

EVENTS OF DEFAULT

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

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

(2) Failure of the Developer or the Owner to observe or perform any covenant, condition, obligation or agreement on their parts to be observed or performed under this Agreement and the City Development Agreement.

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

(4) If the Developer or the Owner shall:

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

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

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

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

Section 4.2. Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer and Owner, but only if the Event of Default has not been cured within said thirty (30) days, or, if such Event of Default cannot reasonably be cured by the Developer or the Owner within thirty (30) days of receipt of such notice, the Developer or the Owner shall have such additional time to cure such Event of Default as is reasonably necessary, not to exceed an additional sixty (60) days:

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

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

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

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs, and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on written demand therefor, pay to the City the reasonable fees of such attorneys and such other out-of-pocket expenses actually incurred by the City.

Section 4.6. Indemnification of City.

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

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or

purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or ceases to qualify as an "economic development district" under Section 469.174, Subdivision 12, of the Act and Section 469.176, Subdivision 4c. or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4c.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE V

OPTION TO TERMINATE AGREEMENT

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

(b) At any time upon ten (10) days written notice to the City, either the Owner or the Developer may elect to terminate this Agreement upon the Developer's repayment in full of all portions of the TIF Amount previously paid to the Developer by the City.

Section 5.2. Action to Terminate. Termination of this Agreement pursuant to Section 5.1 must be accomplished by written notification by the Developer, or the Owner, to the City.

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

ARTICLE VI

ADDITIONAL PROVISIONS

Section 6.1. Restrictions on Use. Until termination of this Agreement, the Owner and the Developer agree for themselves, their successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Owner and the Developer and such successors and assigns shall operate, or cause to be operated, the Project as manufacturing, warehousing, storage and distribution facilities, including without limitation space necessary for and related to such uses, authorized under Minnesota Statutes, Section 469.176, Subdivision 4c and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 6.2. Conflicts of Interest. No member of the governing body or other official of the City (each, a "City Party") shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested; provided, however, that neither of the foregoing prohibitions shall be applicable to the holding of a non-controlling interest by any City Party in any publicly traded entity. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

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

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

(1) In the case of Developer is addressed to or delivered personally to:
c/o Oppidan, Incorporated
400 Water Street, Suite 200
Excelsior, MN 55331
Attn: David Scott
Email: dave@oppidan.com

(2) in the case of the Owner is addressed to or delivered personally to:
Ramsey Industrial Owner LLC
c/o Rockpoint Group, L.L.C.
Woodlawn Hall at Old Parkland
3953 Maple Avenue, Suite 300
Dallas, Texas 75219

Attn: Ron J. Hoyl. Esq.
Email:ron@rockpoint.com

c/o Rockpoint Group, L.L.C.
500 Boylston Street, Suite 2100
Boston, MA 02116
Attention: Joe Goldman and Fred Borges
Email: Jg@rockpoint.com; Fb@rockpoint.com

Gibson, Dunn & Crutcher, LLP
2029 Century Park East
Los Angeles, California 90067
Attn: Jesse Sharf
Email: JSharf@gibsondunn.com
with a copy to:

(3) in the case of the City is addressed to or delivered personally to the City at:
City of Ramsey, Minnesota
Attention: City Administrator
Ramsey City Hall
7550 Sunwood Drive NW
Ramsey, MN 55303

with a copy to:
Taft Stettinius & Hollister LLP
Attention: Mary Ippel
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

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

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

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

Section 6.7. Expiration. This Agreement shall expire on the earlier of (i) February 1, 2032, (ii) the date the TIF Note is paid in full or (iii) the date this Agreement is terminated or rescinded in accordance with its terms.

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

Section 6.9. Transfer of Project; Assignability of Agreement. The Project can only be transferred and this Agreement may be assigned only with the consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. The TIF Note may only be assigned pursuant to the terms of the TIF Note.

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

CITY OF RAMSEY, MINNESOTA

By_____
Its Mayor

By_____
Its City Administrator

This is a signature page to the Tax Increment Financing Agreement by and among the City of Ramsey, Minnesota, Oppidan Incorporated, and Ramsey Industrial Owner LLC.

RAMSEY INDUSTRIAL OWNER LLC

By _____
Ron J. Hoyl, Vice President

This is a signature page to the Tax Increment Financing Agreement by and among the City of Ramsey, Minnesota, Oppidan Incorporated, and Ramsey Industrial Owner LLC.

OPPIDAN INCORPORATED

By _____
Its: _____

This is a signature page to the Tax Increment Financing Agreement by and among the City of Ramsey, Minnesota, Oppidan Incorporated, and Ramsey Industrial Owner LLC.

EXHIBIT A

Description of Development Property

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

Lot 2, Block 1, Amsterdam Extension
To be platted as:

Lot 1, Block 1 Amsterdam Extension 2nd Addition
Lot 2, Block 1, Amsterdam Extension 2nd Addition
Lot 3, Block 1, Amsterdam Extension 2nd Addition
Outlot A, Amsterdam Extension 2nd Addition

PID #20-32-25-43-0005

EXHIBIT B

Form of TIF Note

No. R-1 $_____

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

TAX INCREMENT REVENUE NOTE
(OPPIDAN INDUSTRIAL PROJECT)

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

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed $1,172,000 as provided in that certain Tax Increment Financing Agreement, dated as of August 1, 2021, as the same may be amended from time to time (the "TIF Agreement"), by and among the City, the Developer, and Ramsey Industrial Owner LLC (the "Owner"). The unpaid principal amount hereof shall bear interest from the date of this Note at the simple non-compounded rate of four and one-half percent (4.50%) per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2023, and on each February 1 and August 1 thereafter to and including February 1, 2032, or, if the first should not be a Business Day (as defined in the TIF Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date, subject to the provisions of Section 3.5 the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the sum of the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal.

The Payment Amounts due hereon shall be payable solely from 60% of tax increments (the "Tax Increments") from the Development Property (as defined in the TIF Agreement) within the City's Tax Increment Financing District No. 18 (Oppidan Industrial) (the "Tax Increment District") within its Development District No. 1 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment Date defined above,

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

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

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

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

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

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein. Notwithstanding the foregoing or anything to the contrary contained herein, the Developer may assign this Note to the Owner without the City's consent, provided that prior notice is provided to the City and the Note is registered in the name of the Owner.

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

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

_____	_____
City Administrator	Mayor

DO NOT EXECUTE UNTIL A SIGNED SETTLEMENT STATEMENT FOR LAND ACQUISITION IS GIVEN TO THE CITY - REFER TO SECTION 3.3(1).

CERTIFICATION OF REGISTRATION

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

NAME AND ADDRESS OF REGISTERED OWNER	DATE OF REGISTRATION	SIGNATURE OF CITY ADMINISTRATOR
Oppidan Incorporated 400 Water Street, Suite 200 Excelsior, MN 55331		

EXHIBIT D

Form of Assessment Agreement

THIS AGREEMENT, dated as of this ___ day of _____, 2021 (the "Agreement"), is by and among the City of Ramsey, Minnesota (the "City"), Oppidan Incorporated, a Minnesota corporation (the "Developer") and Ramsey Industrial Owner LLC, a Delaware limited liability company (the "Owner"), and the Anoka County Assessor (the "Assessor").

WITNESSETH

WHEREAS, the City, the Developer and the Owner have entered into a Tax Increment Financing (TIF) Agreement dated as of August 1, 2021 (the "TIF Agreement") regarding certain real property located in the City (the "Development Property") which property is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, it is contemplated that pursuant to the TIF Agreement, the Developer will construct a Project on the Development Property as described in the Development Agreement.

WHEREAS, the City, Developer and Owner desire to establish a minimum market value for the Development Property and the improvements constructed or to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177, Subdivision 8.

WHEREAS, the Owner has acquired the Development Property.

WHEREAS, the Assessor has reviewed the plans and specifications for the improvements and the market value previously assigned to the land upon which the improvements are to be constructed, and that the "minimum market value" as set forth below is reasonable.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. As of January 2, 2023 through and thereafter until the earlier of (i) December 31, 2031; or (ii) the Termination Date (as defined in the TIF Agreement), the minimum market value which shall be assessed for Phase 1 (as defined in the TIF Agreement) of the Project shall be not less than $20,100,000.

2. As of January 2, 2024 through and thereafter until the earlier of (i) December 31, 2031; or (ii) the Termination Date (as defined in the TIF Agreement), the minimum market value which shall be assessed for Phase 2 (as defined in the TIF Agreement) of the Project shall be not less than $11,500,000.

The minimum market value herein established for Phase 1 and for Phase 2 shall be of no further force and effect and this Agreement shall terminate on the earlier of: (i) December 31, 2031; or (ii) the Termination Date of the TIF Agreement.

3. This Agreement shall be recorded by the City with the County Recorder of Anoka County, Minnesota. The Developer shall pay all costs of recording.

4. Neither the preamble nor provisions of this Agreement are intended to, or shall they be construed as, modifying the terms of the TIF Agreement between the City, the Developer and the Owner.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the City, the Developer, the Owner and the Assessor have caused this Agreement to be executed in their names and on their behalf all as of the date set forth above.

CITY OF RAMSEY, MINNESOTA

(SEAL)

By _____
Its Mayor

By _____
City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by Mark E. Kuzma, the Mayor, and Kurt Ulrich, the City Administrator of the City of Ramsey on behalf of said City.

_____
Notary Public

Signature page for Assessment Agreement by and between the City of Ramsey, Minnesota, Ramsey Industrial Owner LLC, Oppidan Incorporated, and the Anoka County Assessor.

RAMSEY INDUSTRIAL OWNER LLC

By _____
Ron J. Hoyl
Its Vice President

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____of Ramsey Industrial Owner LLC, a Delaware limited liability company, on behalf of said company.

_____
Notary Public

Signature page for Assessment Agreement by and between the City of Ramsey, Minnesota, Ramsey Industrial Owner LLC, Oppidan Incorporated, and the Anoka County Assessor.

OPPIDAN INCORPORATED

By _____
Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____of Oppidan Incorporated, a Minnesota corporation, on behalf of said corporation.

_____
Notary Public

Signature page for Assessment Agreement by and between the City of Ramsey, Minnesota, Ramsey Industrial Owner LLC, Oppidan Incorporated, and the Anoka County Assessor.

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the improvements are to be constructed, and being of the opinion that the minimum market value contained in the foregoing Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the above described property, hereby certifies that the market values assigned to such land and improvements are reasonable.

_____
County Assessor for Anoka County

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

This instrument was acknowledged before me on _____, 2021, by _____, the County Assessor of Anoka County.

_____
Notary Public

Signature page for Assessment Agreement by and between the City of Ramsey, Minnesota, Ramsey Industrial Owner LLC, Oppidan Incorporated, and the Anoka County Assessor.

CONSENT TO ASSESSMENT AGREEMENT

_____, _____, of _____, _____, _____ (the "Bank"), does hereby consent to all terms, conditions and provisions of the foregoing Assessment Agreement and agrees that, in the event it purchases the Development Property at a foreclosure sale or acquires the Development Property through a deed in lieu of foreclosure or otherwise in satisfaction of the indebtedness owed by the Developer, it and its respective successors and assigns, shall be bound by all terms and conditions of the Assessment Agreement, including but not limited to the provision which requires that the minimum market value of the Development Property and the Project shall be not less than the amounts set forth in the Assessment Agreement.

IN WITNESS WHEREOF, we have caused this Consent to Assessment Agreement to be executed in its name and on its behalf as of this ____ day of _____, 2021.

_____

By _____

Its _____

STATE OF_____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2021, by _____, the_____ of _____, a _____ banking corporation on behalf of the corporation.

_____
Notary Public

EXHIBIT A TO ASSESSMENT AGREEMENT

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

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

Lot 2, Block 1, Amsterdam Extension
To be platted as:

Lot 1, Block 1 Amsterdam Extension 2nd Addition
Lot 2, Block 1, Amsterdam Extension 2nd Addition
Lot 3, Block 1, Amsterdam Extension 2nd Addition
Outlot A, Amsterdam Extension 2nd Addition

PID #20-32-25-43-0005

EXHIBIT A

BUSINESS ASSISTANCE APPLICATION

A. APPLICANT INFORMATION

Name of Corporation/Partnership OPPIDAN, INC.

Address 400 WATER STREET, #200, EXCELSIOR, MN 55331

Primary Contact JAY MOORE

Address (ABOVE)

Phone 952 294 1246 Fax CELL 612 850 7495 E-mail JAY@OPPIDAN.COM

Type of business assistance requested (select one):

☐ Tax Abatement ☒ Tax Increment Financing ☐ Revolving Loan Fund ☐ Other

Have you been, or are you currently, involved in any bankruptcy proceedings or lawsuits related to other development projects with which you have been involved? If yes, please provide an explanation.

☐ Yes ☒ No

On a separate sheet, please provide the following:

- Brief description of the corporation/partnership's business, including history, principal product or service, etc. **Attach as Part 1.**
- List names of officers and shareholders/partners with more than five percent (5%) interest in the corporation/partnership. **Attach as Part 2.**
- Brief description of the proposed project. **Attach as Part 3.**
- A *but for* analysis and narrative. **Attach as Part 4.**
- Completed Revolving Loan Fund Application. **Attach as Part 5 if required.**

Attorney Name DAVID SCOTT - OPPIDAN GENERAL COUNSEL

Address (ABOVE)

Phone 952 294 1295 Fax _____ E-mail DAVE@OPPIDAN.COM

Contractor Name RJ RYAN - JACK GROTKIN

Address _____

Phone 651 365 7003 Fax _____ E-mail JGROTKIN@RJRYAN.COM

Engineer Name KIMLEY HORN - MIKE BRANDT

Address _____

Phone 651 643 0428 Fax _____ E-mail MIKE.BRANDT@KIMLEY HORN.COM

Architect Name MOHAGEN - HANSEN - JENNIFER KAPLAN

Address _____

Phone 952 426 7421 Fax _____ E-mail JKAPLAN@MOHAGEN HANSEN.COM

B. PROJECT INFORMATION

The project will be: (Check all that apply)

- ☒ Industrial: (☒ New Construction ☐ Redevelopment/Rehab ☐ Expansion)
- ☐ Office/research facility: (☐ New Construction ☐ Redevelopment/Rehab ☐ Expansion)
- ☐ Commercial: (☐ New Construction ☐ Redevelopment/Rehab ☐ Expansion)
- ☐ Housing: (☐ New Construction ☐ Redevelopment/Rehab ☐ Expansion)
- ☐ Other _____

The project will be: ☐ Owner Occupied ☒ Leased Space SPEC BUILDINGS

- If leased space, please attach a list of names and addresses of future tenants and indicate the status of commitments or lease agreements. **Attach as Part 5.**

Project Address 20-32-25-43-0005

- Include Legal Description and PID number(s). **Attach as Part 6.**

Site Plan Attached: ☑ Yes ☐ No

Current Real Estate Taxes on Project Site:$ 117,218.22

Estimated Real Estate Taxes Upon Completion: Phase I $ 387,450 (258,300 S.F. x $1.50)

Phase II $ 235,200 (142,000 S.F. x $1.65)

Phase III $ _____

Total $ 622,650 - $810,000

Fully Assessed

Construction Start Date: 9/15/21

Construction Completion Date: 11/1/23

If Phased Project: 64 % Completed in 16 MONTHS years.

36 % Completed in 28 years MONTHS

_____ % Completed in _____ years

C. PUBLIC PURPOSE OBJECTIVES

It is the policy of the City and EDA of Ramsey that the business assistance should result in a public benefit as identified in items 1-10 below. Please indicate how the proposed project will accomplish this by checking the appropriate boxes. **Attach additional narrative as Part 7.**

- ☐ 1. To encourage redevelopment.
- ☑ 2. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits.
- ☑ 3. To enhance and/or diversify the City's economic base.
- ☑ 4. To encourage additional unsubsidized private (re)development.
- ☐ 5. To remove blight and/or encourage (re)development of commercial and industrial areas.
- ☐ 6. To create housing opportunities.
- ☐ 7. To provide a diversity of housing.
- ☐ 8. To provide a variety of family housing ownership alternatives and housing choices.
- ☐ 9. To promote neighborhood stabilization and revitalization by the removal of blight and the upgrading of existing housing stock in residential areas.
- ☑ 10. To accomplish other public policies which may be adopted such as the promotion of quality urban or architectural design, energy conservation, and decreasing capital and/or operating costs of local government.
    - Utilization of architectural and landscaping techniques that will enable the components of the project to blend with the natural environment.
    - Mitigation of project impact on the natural environment.

D. SOURCES & USES OF FUNDS

Attach additional information as Part 8

SOURCES	AMOUNT
Bank Loan	$ 30,855,672
Other Loans	$
Owner Equity	$ 10,675,935
Fed Grant/Loan	$
State Grant/Loan	$
Industrial Development Bonds	$
Tax Increment Financing	$ 1,172,133
Tax Abatement	$
Revolving Loan Fund	$
Other	$
TOTAL	$ 42,703,740

USES	AMOUNT
Land Acquisition	$ 4,050,000
Site Development	$ 2,697,000
Construction	$ 24,479,830
Machinery & Equipment	$
Architectural/Engineering Fees	$ 1829,266
Debt Service Reserve	$ 1,182,203
Contingencies	$ 2,310,600
Other	$ 6,154,841
TOTAL	$ 42,703,740

Total Amount of business assistance requested from either Revolving Loan Fund, Abatement, Tax Increment Financing or another source: $ 1,172,133

E. ADDITIONAL DOCUMENTATION AND CHECKLIST

Applicants will also be required to provide the following documentation.
All personal financial information will be kept private and confidential.

- [x] 1. Written business plan or a description of the business, ownership/ management, date established, products and services, and future plans.
- [ ] 2. Financial statements for past two years, including profit and loss statements and balance sheets.
- [ ] 3. Two year financial projections.
- [ ] 4. Personal financial statements of all major shareholders (principals) including the most recent 2 years of tax returns. (If requested.)
- [ ] 5. Letter of commitment from other sources of financing, stating terms and conditions of their participation in the project.
- [x] 6. Administrative fee of up to $5,000. In addition to defraying the cost of staff time, the fee will be used to pay costs associated with processing this request for financial assistance such as legal, engineering and financial analysis. The City reserves the right to stop the processing of the request until additional fees are paid should the original amount be insufficient to pay such costs. That portion which remains unspent, if any, will be returned only if the project is denied approval.
- [x] 7. Attach the following documentation:

_____ Part 1 – Corporation/Partnership Description
_____ Part 2 – List of Shareholders/Partners
_____ Part 3 – Description of Project
_____ Part 4 – *But For* Analysis
_____ Part 5 – List of Prospective Lessees (If requested)
_____ Part 6 – Legal Description, Property Identification Numbers, maps of the project area, and project renderings
_____ Part 7 – Public Purpose Narrative
_____ Part 8 – Sources & Uses of Funds – Additional Information

The undersigned certifies that all information provided in this application is true and correct to the best of the undersigned's knowledge. The undersigned authorizes the City and EDA of Ramsey to check credit references, verify financial and other information, and share this information with other political subdivisions as needed. The undersigned also agrees to provide any additional information as may be requested by the City after the filing of this application.

Applicant Name Jay Moore Date 6/28/21

By Jay Moore

Its SVP Development

EXHIBIT B

BUSINESS ASSISTANCE REVIEW WORKSHEET

FOR COMMERCIAL/INDUSTRIAL PROJECTS

TO BE COMPLETED BY APPLICANT AND CITY STAFF

A. The project meets which of the following objectives as set forth in Section C of the Business Assistance policy:

- ☐ 1. To encourage redevelopment.
- ☐ 2. To retain local jobs and/or increase the number and diversity of jobs that offer stable employment and/or attractive wages and benefits.
- ☐ 3. To enhance and/or diversify the City's economic base.
- ☐ 4. To encourage additional unsubsidized private (re)development.
- ☐ 5. To remove blight and/or encourage (re)development of commercial and industrial areas.
- ☐ 6. To accomplish other public policies which may be adopted such as the promotion of quality urban or architectural design, energy conservation, and decreasing capital and/or operating costs of local government.
  - Utilization of architectural and landscaping techniques that will enable the components of the project to blend with the natural environment.
  - Mitigation of project impact on the natural environment.

B. Ratio of Private to Public Investment in Project:

$ 41,531,607 Private Investment
$ 1,172,133 Public Investment
35:1 **Ratio Private : Public Financing**

Points: 5

5:1 5
4:1 4
3:1 3
2:1 2
Less than 2:1 1

C. Job Creation:

100 Net *new* jobs (minimum 40 hours per week) or fulltime equivalents

Points: 5

50+ 5
20+ 4
10+ 3
5+ 2
Less than 2 1

D. Wage Level of jobs created:

Average hourly wage Of *new* jobs 17.45 +

Points: 4

Over $21/hour 5
$18-21/hour 4
$14-17/hour 3
$10-13/hour 2
Under $10/hour 1

E. Ratio Of Business Assistance To New Jobs Created: **Points:** 4

$ 1,172,133 Business assistance requested
100 Number of net *new* jobs created
$ 11,721 **of business assist. per net *new* job created**

$5,000 or less	5
$15,000 or less	4
$25,000 or less	3
$50,000 or less	2
Over $75,000	1

F. Project size: **Points:** 5

The project will result in the construction of 405300 square feet

75,000+	5
50,000+	4
25,000+	3
10,000+	2
5,000 or less	1

G. Type of Project: **Points:** 1

	100% Owner Occupied	5
	Mix Owner Occupied & Investment	3
X	Investment Property	1

H. Likelihood that the project will result in unsubsidized, spin-off development: **Points:** 3

	High	5
X	Moderate	3
	Low	1

I.

	5
	5
	4
	4
	5
	1
	3

Sub-Total Points 27 **of a possible 35 points.**

Bonus Points **Bonus Points:** 3

The project will be 100% *pay-as-you-go* financing. ✓ 3
The project is a redevelopment project. 3

Total Points: 30

Overall project analysis:		
	High	35 points
	Moderate	25 points
	Low	15 points
	Not Eligible	5 points

Moderate to High

Ramsey, MN – TIF Application 06/30/21

Part 1 – Corporation/Partnership Description

Oppidan

Oppidan Investment Company will be owner/developer of this development along with Rockpoint Group (Boston, MA). Oppidan is a national property development firm with headquarters in Minnesota and offices in California and North Carolina. We've developed more than 550 projects valued at more than $4 billion and spanning 25 million-square feet throughout 39 states and parts of Canada.

Our more than 40 employees offer a full range of real estate services including asset management, construction project management, property management, and capital markets. We focus on senior housing, industrial and mixed-use developments.
The strength of our employees defines our success, and we are a team that feels more like family. We work together seamlessly, sharing a relentless obsession with customer value and a passion for what we do.

This camaraderie extends to our client relationships, which are built around accountability and respect. We are nimble. We are fast. We are efficient. When you partner with Oppidan, you are partnering with agility.

We are more than a partner. We are a friend you can trust because of our track record of dependability and loyalty. We share your vision of striving to be best in class, and we're proud of our 100% client retention rate for the past 30 years.

Rockpoint

Rockpoint Group, L.L.C. ("Rockpoint") is a real estate private equity firm and Registered Investment Adviser headquartered in Boston and with additional primary offices in San Francisco, Dallas and London.

Rockpoint employs a fundamental value approach to investing and targets select product types located in major markets in the United States. Rockpoint utilizes a consistent strategy across distinct return profiles through its opportunistic and growth and income investment programs. Rockpoint targets assets with intrinsic long-term value, at attractive prices relative to replacement cost and stabilized cash flows, and with particular emphasis on value creation opportunities and complex situations.

Since 1994, Rockpoint's co-founders, with others, have sponsored 15 commingled funds and related co-investment vehicles through Rockpoint and a predecessor firm. In total, they have raised approximately $25 billion in equity capital commitments and invested or committed to invest in 426 transactions with a total peak capitalization of approximately $64 billion (inclusive of

fund equity, co-investor equity and debt). To learn more about Rockpoint Group, visit www.rockpoint.com.

Part 2 – List of Shareholders/Partners

Oppidan Investment Company

Rockpoint Group, LLC

Part 3 – Description of Project

Oppidan's Industrial project on Bunker Lake Blvd in Ramsey provides a unique opportunity for a high-quality industrial park development opportunity in the Twin Cities North Central Industrial Submarket. At a macro-level Ramsey, Anoka, and Coon Rapids are a subset within the North Central submarket. Users located in these communities seldom explore opportunities outside these communities. When migration from these communities has occurred it has largely been due to a lack of available opportunities in the immediate area (existing buildings and landsites).

Speculative development in this vicinity in the past 10 years has been limited to a 3-building design project developed directly south of Bunker Lake Business Park. These three buildings totaling approximately 175,000 SF (51K, 60K, & 64K SF) were developed in 2018 and 2019. All 3 projects were fully-leased within months of construction completion without any advertising to the brokerage community with tenants secured with limited broker representation. All three buildings are 24' clear and offer dock and drive-in loading. At present there are no speculative or BTS opportunities being marketed in Ramsey, Anoka, or Coon Rapids. There is one building under construction to the South of the proposed project consisting of approximately 72,000 s.f. that will be available in 2022.

Oppidan is planning to develop 3 buildings totaling 405,300 s.f. in Ramsey that are all class A quality. This product is going to be the crown jewel of Ramsey. Construction is expected to start (if economic hurdles can be overcome by way of TIF) in the fall of 2021 with grading and site work commencing. In the Spring of 2022 two buildings would be built to kick of the first phase of the project. The second phase of construction would commence in the Spring of 2023 and be completed in the late fall of 2023.

Part 4 – But For Analysis

Oppidan Investment Company believes there is a community need for industrial office/warehouse development in Ramsey, MN.

The site described in the application totals 43 acres with the intent to subdivide the land into multiple parcels providing approximately 33 acres for the Industrial buildings and keeping 10 acres of wetlands and community trails.

TIF is required to provide economic assistance to allow for the owner to make a minimum return on their investment. As demonstrated with the attached proforma, the project currently creates a 6.00% return on the investment. Typically Industrial projects require a 6.75% - 7.54% return for projects built within a primary market. The returns for this project in this market are lower due to increased costs of construction, increasing costs of labor, and lower rents for the Ramsey, MN market. Generally the overall costs have increased with a decrease of NOI. We still feel that the Ramsey market will benefit from having a state of the art Industrial office park and thus we are looking to work with the city to provide up to $1.2M (Ehlers to Opine) of TIF assistance which would get us close to an acceptable return. We are very enthused about the demand but concerned about the economics that the current market conditions present.

The jobs created with this development are unknown at this point. However, we are comfortable assuming 100-150 jobs will be at the level of $17.45 or greater. We feel this is a reasonable goal to achieve and quite frankly would be surprised if that does exceed this number by a longshot.

Part 5 - List of prospective Lessees

The leasing process will not begin until the full development is approved via the City process, however the Market Report from CBRE confirms that there is demand and interest in the Ramsey market for Industrial users.

Part 6 – Legal Description and PID Numbers, maps of the project area and project renderings

Lot 2 Block 1, Amsterdam Extension

PID – 20-32-25-43-0005

Part 7 – Public Purpose Narrative

Oppidan's Industrial project on Bunker Lake Blvd in Ramsey will provide jobs, infrastructure, a growing tax base, public trail system, and use of public utilities within Ramsey.

This proposed project will create jobs during construction and even better create long term jobs in the area allowing those employees to shop in around the greater Ramsey area for goods and services. The City of Ramsey has invested in the roadways and infrastructure for these types of uses and this type of development is good for the City.

Part 8 – Sources and Uses of Funds – Additional Information

Attached in Application.

Ad Proof
Not Actual Size

EAST CENTRAL MINNESOTA

-Public Notice Ad Proof-

This is the proof of your ad scheduled to run on the dates indicated below. Please proof read carefully. If changes are needed, please contact us prior to deadline at
Cambridge (763) 691-6000 or email at publicnotice@apgecm.com

Date: 08/06/21

Account #: 370702
Customer: CITY RAMSEY ~

Address: 7550 SUNWOOD DRIVE
RAMSEY

Telephone: (763) 427-1410
Fax: 42553

Ad ID: 1158968
Copy LIne: August 24 PH

PO Number: Jen Chapman
Start: 08/13/21
Stop: 08/20/2021
Total Cost: $301.00
# of Lines: 62
Total Depth: 7.0
# of Inserts: 2
Ad Class: 150
Phone # (763) 691-6000
Email: publicnotice@apgecm.com
Rep No: CA700

Publications:
Anoka County Union Herald

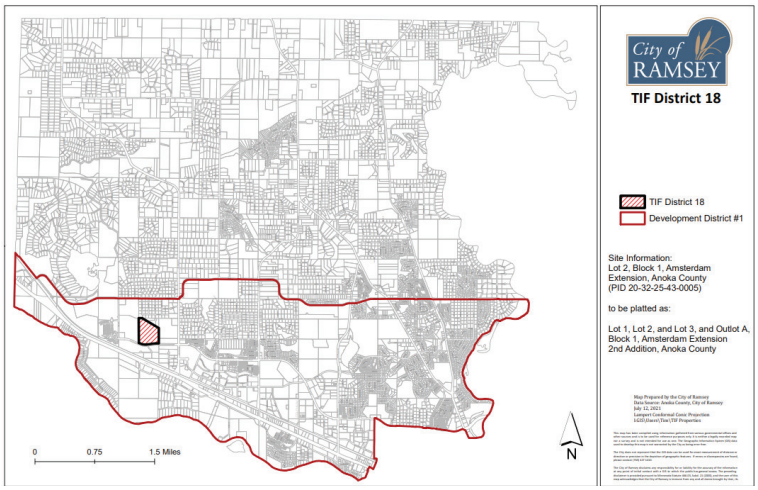
Not Actual Size

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Ramsey (the "City"), Anoka County, State of Minnesota, will hold a public hearing on August 24, 2021 beginning at approximately 7:00 PM, at the City Council Chambers located at 7550 Sunwood Dr NW, Ramsey, Minnesota, relating to the City's proposed adoption of a Modification to the Development Program for Development District No. 1 (the "Development District"), the proposed establishment of Tax Increment Financing District No. 18 (Oppidan Industrial) (an economic development tax increment financing district) (the "TIF District") within the Development District, and the proposed adoption of a Tax Increment Financing Plan (the "TIF Plan") therefor (collectively, the "Modification and Plan"), and to adopt a business subsidies agreement, all pursuant to Minnesota Statutes, 469.124 to 469.133 and Sections 469.174 to 469.1794, and Sections 116J.993 to 116J.995 all inclusive, as amended. Copies of the Modification and Plan and a summary of the subsidy agreement are on file and available for public inspection at the office of the Economic Development Manager at City Hall.

A person with residence in or the owner of taxable property in the granting jurisdiction may file a written complaint with the grantor if the grantor fails to comply with sections 116J.993 to 116J.995, and that no action may be filed against the grantor for the failure to comply unless a written complaint is filed.

The property to be included in the TIF District is located within the Development District and the City. A map of the Development District and the TIF District therein is set forth below. Subject to certain limitations, tax increment from the TIF District may be spent on eligible uses within the boundaries of the Development District.



PLEASE NOTE, due to the ongoing COVID-19 pandemic, the public hearing may also be conducted via telephone or other electronic means as allowed under Minnesota Statutes, Section 13D.021. Please refer to the City's website at www.ci.ramsey.mn.us or call City Hall at 763-427-1410 to learn how to attend the public hearing via telephone or electronically. All interested persons may appear at the hearing and present their views orally or prior to the meeting in writing.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF RAMSEY, MINNESOTA

Published in the
Anoka County UnionHerald
August 13, 2021
1158968

Ad: 1

$301.00

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA
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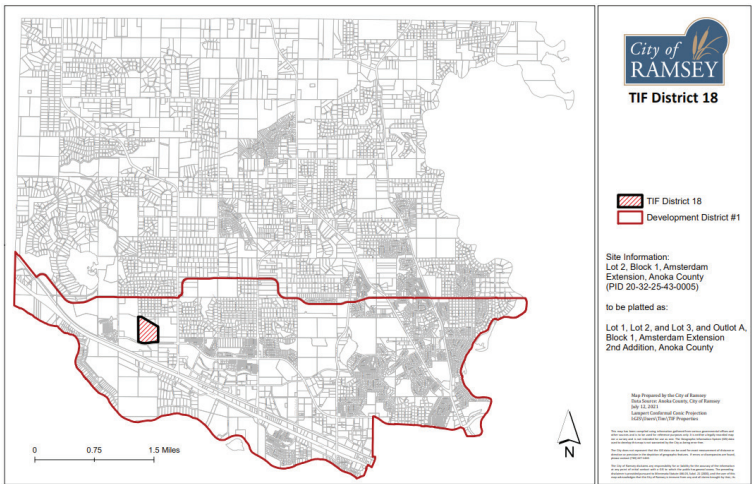

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BY ORDER OF THE CITY COUNCIL OF THE CITY OF RAMSEY, MINNESOTA

Published in the
Anoka County UnionHerald
August 13, 2021
1158968

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, July 8, 2021, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jim Steffen
Member Scott Cords
Member Chelsee Howell – attended remotely
Member Rachal Johnson
Member William MacLennan
Member Michael Olson
Member Chris Riley

Members Absent: None

Also Present: Sean Sullivan, Economic Development Manager

1. CALL TO ORDER

Chairperson Steffen called the Economic Development Authority meeting to order at 7:30 a.m.

2. APPROVE AGENDA

Motion by Member Cords, seconded by Member MacLennan, to approve the agenda.

A roll call vote was performed:

Member Howell	aye
Member Riley	aye
Chairperson Steffen	aye
Member Cords	aye
Member Johnson	aye
Member MacLennan	aye
Member Olson	aye

Motion carried.

3. CONSENT AGENDA

3.01: Approve Meeting Minutes Dated June 10, 2021

Motion by Member Cords, seconded by Member MacLennan, to approve the June 10, 2021, minutes as presented.

A roll call vote was performed:

Member Howell	aye
Member Riley	aye
Chairperson Steffen	aye
Member Cords	aye
Member Johnson	aye
Member MacLennan	aye
Member Olson	aye

Motion carried.

4. EDA BUSINESS

4.01: Review Site Concept, Project Analysis and Recommendation for Public Hearing for TIF 18; Case of Oppidan

Economic Development Manager Sullivan presented the staff report.

Jason Aarsvold, Ehlers, stated that this project would have three buildings and provided an overview of the underwriting process Ehlers completes to ensure the projections from the applicant are accurately represented. He stated that these are industrial buildings intended for industrial manufacturing uses and the expenses and projected rents were accurately represented. He stated that without any assistance, the project was getting to about a 6.36 percent return on cost whereas the typical market would have a 6.5 to seven percent return on cost. He noted that the developer was attempting to get to a 6.75 percent return on cost but the increase in building materials had an impact on costs. He stated that they can use a nine-year economic development district to help the developer reach the return they are attempting to reach. He stated that the developer will pay all costs upfront and will ask for a reimbursement of eligible project costs in the form of a TIF Pay-Go Note. He explained that there is no risk for the City in using this method.

Chairperson Steffen referenced the original ask of $2,900,000 and asked if the reduction to $1,172,000 was done before or after the Ehlers analysis.

Mr. Aarsvold stated that it was a bit of both. He stated that the original number may have come from him, and the reduced number was a result of continued discussion and negotiation by city staff. He stated that the City wants to ensure that the assistance does not overly enrich the project but also wants to ensure it provides the increased return on cost that would be needed. He confirmed that he has spoken with the developer on multiple occasions to ensure this is workable for all parties.

Chairperson Steffen asked if the purchase agreement in place is contingent on the TIF.

Economic Development Manager Sullivan stated that the purchase agreement would have the developer on time to close in August. He stated that the developer has stated that if the TIF is not awarded, it would be difficult to move forward on closing. He stated that the property is not City owned and as part of the closing the current property owner would pay the outstanding deferred assessments from Bunker Lake Boulevard.

Chairperson Steffen asked if Delta ModTech is directly to the west of this site.

Economic Development Manager Sullivan confirmed that Delta ModTech is to the west of this project and is doing well, exceeding all of their job creation projections. He stated that business is actually looking to potentially expand. He provided an update on the available land in that area, noting that about 20 acres would still be available to the south and west in the business park.

Member Riley commented that this would develop industrial land, bring in jobs, be setup in a pay/go format and therefore the City is not at risk, assessments would be paid, and the City would keep 40 percent of the tax revenue. He asked if there are any downsides.

Economic Development Manager Sullivan could not identify and downsides to the project and commented that an additional upside could be that fantastic businesses come in with great jobs, noting that the minimum pay to be considered fulfillment of job creation would be at least $17.45.

Member Cords asked if that wage number holds throughout the duration of the TIF life or whether it is the percentage of the median income that holds throughout that period.

Economic Development Manager Sullivan stated that typically perhaps the wage would be set as $18 to account for inflation.

Mr. Aarsvold commented that the jobs have a set number within the agreement and two years is provided to meet that goal. He stated that if a percentage of median income is used, then that figure is used when the review is done. He stated that when the agreement comes forward, that would create the detail about the job provisions.

Chairperson Steffen invited the applicant to speak.

Jay Moore, applicant, stated that Ramsey was a city they came across when looking for industrial land which had the land zoned properly with infrastructure in place. He stated that they got their plan and purchase agreement together and received the proper approvals from the City. He stated that their original cost estimates were feasible but as construction costs have skyrocketed as they get close to closing on the land they have been put into a pinch. He stated that as they spoke with Economic Development Manager Sullivan and Mr. Aarsvold, they discussed the possibility of creating a TIF district to bridge the gap. He stated that they want to proceed with the project and believed that the TIF district would help to get them over the hurdle.

Chairperson Steffen asked for background on Oppidan.

Mr. Moore provided a brief history on Oppidan and their development of retail, industrial, senior housing, office, and data centers with experience in 40 states.

Chairperson Steffen asked if Oppidan typically holds the properties as owner and manager.

Mr. Moore commented that each project is unique, and the decision is market driven.

Chairperson Steffen commented that this seems to meet the vision of the City with many positives that will be provided.

Economic Development Manager Sullivan stated that when a City has these large users, it brings daytime jobs, which increases daytime population and is attractive to restaurant users.

Motion by Member Cords, seconded by Member MacLennan, to recommend to City Council to call for a public hearing for the modification to the development program for Development District No. 1 and the proposed establishment of TIF District No. 18: Oppidan Industrial and to provide a $1,172,133 business subsidy to the developer in the form of pay-go TIF note.

A roll call vote was performed:

Member Olson	aye
Member MacLennan	aye
Member Johnson	aye
Member Cords	aye
Chairperson Steffen	aye
Member Riley	aye
Member Howell	aye

Motion carried.

4.02: Consider Loan Application for Restaurant Subsidy Program and Policy Amendment: Case of Stories Foundation

Economic Development Manager Sullivan presented the staff report.

Member Cords referenced the 30 percent the developer would be responsible for and asked if that would be split between SAC and WAC.

Economic Development Manager Sullivan confirmed that to be true.

Member Cords asked if a request from a business would go through the EDA and Council each time.

Economic Development Manager Sullivan confirmed that any applications would come through the EDA and Council for review.

Member Riley asked if the restaurant portion would be a nonprofit.

Economic Development Manager Sullivan commented that level of detail has not yet been conveyed, it has been stated that this is a nonprofit entity. He noted that the mission is to stop human trafficking and the revenue from the restaurant would be used to support that purpose. He stated that if a for profit entity were to come in that would bring in an issues with taxes and therefore, he would be surprised if that portion were transitioned to for profit.

Chairperson Steffen asked if this were to be approved, is this the last remaining piece to get this project over the hump.

Economic Development Manager Sullivan stated that he cannot answer that, but the developer has indicated that they need this assistance in order to get there. He stated that the project involves a lot of fundraising and donations. He stated that TIF is not an option because of the nonprofit status.

Chairperson Steffen asked the closing date for the purchase agreement.

Economic Development Manager Sullivan replied that the closing date is July 31st.

Chairperson Steffen noted the goal to bring restaurants into the community and noted that it is not typical to have a nonprofit operate a restaurant therefore he was doubtful similar requests would come forward. He stated that the program has been used a few times in the last ten years and he believes it is a good program to have. He stated that it would appear the question is whether to grant an exception to the current policy for the program or to change the program and noted that he does not have a preference.

Member Cords stated that he likes the idea of granting the exception and did not see a need to alter the program.

Member MacLennan agreed. He stated that the EDA will evaluate each business. He noted that this is a great organization that will provide a good service, but he would want the ability to evaluate each business.

Member Olson asked the reason for omitting nonprofits from the policy to begin with.

Economic Development Manager Sullivan replied that this policy was created prior to his time with Ramsey. He stated that the provision was likely included as a nonprofit does not generate a tax base. He stated that there is the ability to grant an exception.

Member Riley commented that he would want to elaborate on what the exception is and why this nonprofit is being allowed to avoid having to grant similar exceptions in the future.

Economic Development Manager Sullivan noted that this project is within The COR and on City owned land.

Motion by Member Cords, seconded by Member Olson, to recommend to City Council to approve of 70 percent, zero percent interest, forgivable loan for both the SAC and WAC charges in the amount of $40,068 for Stories Foundation; subject to satisfactory underwriting based on the EDA goals of selling City owned land in The COR, specifically a restaurant.

A roll call vote was performed:

Member Howell	aye
Member Riley	aye
Chairperson Steffen	aye
Member Cords	aye
Member Johnson	aye
Member MacLennan	aye
Member Olson	aye

Motion carried.

4.03: Review Preliminary Concept Plan for Parcel 46 (COR): Case of Centra Homes

Economic Development Manager Sullivan presented the staff report.

Chairperson Steffen asked if Centra Homes would then leave the portion just north and west of the roundabout for a future retail buyer rather than acquire it.

Economic Development Manager Sullivan confirmed that the City would retain that portion as Centra Homes would have no desire to develop retail. He stated that when this parcels develops, Zeolite will be upgraded to City standards.

Member McLennan asked who would be responsible for the cost to upgrade that road.

Economic Development Manager Sullivan stated that the cost share splits from project to project depending on the level of benefit for each party but that would be negotiated.

Member MacLennan commented that there are many apartments and townhomes and not much retail. He asked if allowed additional townhomes would limit the possibility for retail.

Economic Development Manager Sullivan commented that this would be a mix of attached and detached townhomes and would match what is in the D.R. Horton development. He commented that those are valid concerns. He stated that a vision process was completed in 2017 where the City stated that they were open to this type of concept. He stated that directly west of this property has parcels zoned for COR retail. He stated that there are three acres south of this currently under contract and zoned retail. He stated that there on the east side is the new O'Reilly project which is attracting more interest from other retail businesses as well.

Member MacLennan stated that he has spoken with residents that would love to see a big box retailer and if a big box retailer comes in that could attract smaller retailers. He asked if this would be the only location a big box retailer could go in.

Chairperson Steffen commented that it seems there is very little big box retail development nationally.

Economic Development Manager Sullivan confirmed that the big box retail trend is going away and moving towards stand-alone retail. He noted that Ramsey does not have the acreage to do a supercenter like Riverdale. He stated that Ramsey has tried to bring in a user such as Target in the past but has been unsuccessful. He commented that this proposed development would forgo the opportunity for a large, big box user. He commented that there is a lot of demand for housing right now and that the City would receive a lot of development pressure for this parcel. He noted that he wants to be confident in communicating to the City's broker as to the use of the property. He stated that if the City is going to hold to reserving the entire parcel for big box retail it would need to be confirmed with the Planning Commission and City Council as that would be a change from the 2017 vision.

Member Riley commented that this is a big picture policy decision that needs to be made. He stated that the City is coming against the vision of what has been in place for 15 to 20 years in order to respond to the market. He stated that this whole section was previously retail but was then changed to mostly residential with some retail.

Economic Development Manager Sullivan confirmed that the EDA, Planning Commission and City Council were involved in the revisioning of this site and the consensus was that all bodies were open to this type of concept with housing and retail.

Member Riley commented that the developer suggests all residential, but staff suggests carving a portion out for retail to follow the vision from 2017.

Member Johnson stated that COVID changed the way people shop and was unsure that she would want to hold out for big box retail. She noted that many people have changed to curbside pickup and therefore reserving a large portion of land for something that may not ever come. She stated that if there are more residents, that attracts more retailers. She noted that there are big box retailers on both sides of Ramsey and therefore did not see that those big box stores would want to come to Ramsey.

Member Cords asked if the guidance for partial retail would be focused on smaller retail stores and if that were the case, he would prefer to stay with that rather than 100 percent residential.

Economic Development Manager Sullivan commented that a three-acre site could support a multi-tenant space or a standalone businesses. He stated that there is a lot of pressure for dollar stores, noting that he has spoken with two recently.

Chairperson Steffen asked if the map shown is the consensus of the vision from 2017.

Economic Development Manager Sullivan commented that this was one of the visions based on a previous concept that was brought forward. He stated that the Planning Commission has requested a group work session with the EDA and Council to review the visioning once again.

Chairperson Steffen noted that the west side of Armstrong is zoned retail and asked if that stretches to Bunker Lake Boulevard.

Economic Development Manager Sullivan commented that everything east of Ferret Street would be retail and everything west of Ferret Street would be industrial.

Chairperson Steffen asked if it would make sense to match that on the east side of Armstrong as well.

Economic Development Manager Sullivan commented that there was discussion on that in the past and the concern was related to access for commercial near the intersection.

Chairperson Steffen asked for an example of mixed use.

Economic Development Manager Sullivan commented that the vision was to perhaps have a vertical building with first floor retail and apartments above. He noted that he would be at least two stories with a residential component above the first floor.

Member Cords commented that perhaps that would be a good location for the hotel concept if that comes back.

Economic Development Manager Sullivan confirmed that could be a good fit.

Chairperson Steffen commented that if the group agrees that big box retail is not a realistic option, he would find it hard to believe the entire site would be filled with retail. He noted that the question would then be what the split should be between retail and residential and how patient the City is willing to be with its current vision. He stated that any vision could be had, but that does not mean the market will support that vision. He recognized that residents may not be excited about more townhomes, but retailers and restaurants may be excited about that. He stated that generally some combination of retail and residential would make sense for that parcel. He noted that the City goal is to sell land and this developer is interested.

Member Johnson asked if the City has a list of people that have contacted the City with interest in retail development.

Economic Manager Sullivan stated that there are a number of lists with contacts summarized by CBRE and in addition to that, staff has gone to the conferences to meet with specific retailers and restaurants. He confirmed that all contacts are tracked whether through staff or the broker.

Chairperson Steffen noted that the parcel under contract with RGH Ramsey has been under contract for two to three years.

Economic Development Manager Sullivan commented that it was not the best time to be a speculative developer with the timing of the pandemic. He noted that Mr. Hardy continues to work with staff to solicit retailers.

Chairperson Steffen noted that it has been difficult to fill that corner, even pre-pandemic and therefore to say the same thing should be done across the street would not seem to make sense. He agreed that it could be helpful to have a joint meeting with the Planning Commission to ensure they are on the same page, whether or not the Council is involved.

Member Cords asked if this developer had a timeline they would prefer. He asked if this is a concept or something they really want to move forward on.

Economic Development Manager Sullivan commented that another iteration would come forward that carves out the retail and believes that the developer would want to enter into a purchase agreement this year with grading and perhaps building to begin in 2022. He confirmed that he has received sufficient input from the EDA on this topic, reaffirming the vision to include a portion of retail with residential.

4.04: Authorize 2021 Annual Ramsey EDA Business Expo Budget

Economic Development Manager Sullivan presented the staff report.

Member Riley commented that the Council has made it a priority to return to normal as much as possible as fast as it can and therefore, he would love to see this move forward. He asked if they should hurry to do it in October or wait until the normal timeline of April.

Member Johnson stated that perhaps staff should reach out to the businesses to get that input. She stated that if there is interest it could move forward, if not, it could wait.

Economic Development Manager Sullivan commented that the City has a business contact list he could reach out to gauge interest. It was confirmed that could be done through email but noted that there is an advertising deadline that would need to be met in order to support an October event. He believed that it would be important to commit today and if that cannot be done, he would prefer to wait until April. He stated that in 2019 the City paid some deposits, one vendor is willing to roll that into 2022, while the other vendor would not.

Member MacLennan commented that the cost for a business to participate is low at $50 and many businesses are looking for opportunities to get out there. He believed it would be worth it to hold the event and signal to the community that the businesses are open. He asked if the event were held in October, would it be held again in April as that would seem a quick turnaround.

Economic Development Manager Sullivan commented that staff would suggest returning to the regular schedule. He commented on the uniqueness of the pandemic and noted that this would provide two opportunities for businesses to get out in front of residents and other businesses. He stated that typically there is cross marketing that occurs between the businesses as well at the event.

Member MacLennan noted that businesses could have the same things prepared for the events in October and April and did not believe that would be hard for businesses. He commented that members of the public are also looking for things to go out and do.

Chairperson Steffen agreed that he also supports holding the event in October and again in April. He referenced the proposed budget and stated that he has no recollection of the balloon artist, which is the second highest expense. He stated that it would seem the $1,200 could be better spent reducing the fee or on giveaways.

Economic Development Manager Sullivan commented that this vendor was very busy and was very popular at the event. He noted that vendor has already been paid for October, but it could be reconsidered in April.

Member Riley attested that the balloon artist and face painting was very popular.

Member MacLennan commented that having something for the kids often brings in the parents.

Member Cords asked the consequences if this moves forward and there is not enough participation by businesses.

Economic Development Manager Sullivan commented that if it is obvious that there is not enough participation, it could be postponed. He stated that at the last event some businesses were turned away. He noted that the policy is to have Ramsey businesses first choice, but other businesses are allowed if spaces are available.

Motion by Chairperson Steffen, seconded by Member MacLennan, to authorize the proposed budget for the 2021 Ramsey EDA Business Expo and to hold the event at Adrenaline on October 16, 2021.

A roll call vote was performed:

Member Olson	aye
Member MacLennan	aye
Member Johnson	aye
Member Cords	aye
Chairperson Steffen	aye
Member Riley	aye
Member Howell	aye

Motion carried.

4.05: Select EDA Representative to Participate on the Interview Panel for the Deputy City Administrator/Community Development Director Position

Economic Development Manager Sullivan presented the staff report.

Member Cords stated that he is very interested in participating and the EDA supported that representation.

5. MEMBER / STAFF UPDATE

Economic Development Manager Sullivan provided an update on anticipated closings for properties along Sunwood Drive within The COR. He stated that he continues to review industrial inquiries. He stated that the City also received an RFP for a 50,000 square foot building and submitted the documents. He stated that staff continues to work to bring retail and services businesses to the community. He commented that housing continues to boom, and he anticipates additional residential development proposals. He stated that staff has been very involved in Highway 10 which is shifting more into a design phase and Anoka County will be coordinating those efforts. He also provided an update on road projects and interest from other retail users.

Member Riley noted that the Highway 10 project is essentially fully funded after the funding allocated in this year's legislature session. He asked the status of the PSD strip mall which is unoccupied.

Economic Development Manager Sullivan commented that is a privately owned property with ongoing negotiations. He stated that PSD is working with a daycare provider which seems promising. He commented that the City had a request to extend the duration of the TIF district and it was approved for two years, rather than the five requested. He thanked Senator Abeler and Representative Heinrich for the work they were able to do to include that extension in the bill. He confirmed that as soon as O'Reilly's and GiGi's close, those businesses are ready to move dirt.

Chairperson Steffen asked for an update on the digital billboard process.

Economic Development Manager Sullivan noted that an initial lease has been submitted and is being negotiated and they have begun the process to amend the ordinance. He noted that while the developer would like to get the sign in this year, it would most likely be constructed in the spring.

Chairperson Steffen asked for an update on the construction at 47 and Bunker.

Economic Development Manager Sullivan provided details on the project which will be considered a temporary (15-20 year) improvement.

6. ADJOURNMENT

Motion by Chairperson Steffen, seconded by Member Cords, to adjourn the meeting.

A roll call vote was performed:

Member Howell aye
Member Riley aye
Chairperson Steffen aye

Member Cords aye
Member Johnson aye
Member MacLennan aye
Member Olson aye

Motion carried.

The regular meeting of the Economic Development Authority adjourned at 9:02 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.

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, August 12, 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 Kurt Ulrich, City Administrator

1. CALL TO ORDER

Chairperson Steffen called the Economic Development Authority meeting to order at 7:30 a.m.

4.02: Consider Recommendation to Approve Establishment of TIF District 18, TIF Plan, and TIF Agreement; Case of Oppidan

Economic Development Manager Sullivan presented the staff report.

Chairperson Cords stated that there were a few minor things that staff was going to do additional research on. He asked if there are fundamental changes since the previous discussion.

Economic Development Manager Sullivan stated that those questions were related to the TIF agreement, which is the second portion of the case. He provided clarification on the job creation requirement which included a job creation number of 100 with minimum wages of $17.50 / hr. He noted that in order to qualify to be within a TIF District, the use would need to be in line with the district in terms of manufacturing/distribution/warehousing type uses. He noted that if the use changed, one of those buildings could potentially be removed from the district. He clarified that the EDA actions could be taken in one motion all at once if supported by the EDA. He noted that this would go forward to the City Council for a public hearing on August 24th.

Member Howell referenced the 40 and 60 percentages and asked how that was negotiated and accepted.

DRAFT

Economic Development Manager Sullivan stated that 60/40 split is unique in the recent past it has been a 90/10 split with the developer receiving 90 percent of increment for project reimbursement. He stated that in this instance staff negotiated the 60 (developer) / 40 (City) split percent for the City in order to support a portion of City costs associated with needed infrastructure improvements in that area such as Bunker Lake Boulevard adjacent to the site.

Motion by Member Cords, seconded by Member MacLennan, to recommend to City Council:

- Approve the Modification to the Development Program for Development District No. 1
- Establish Tax Increment Financing District No. 18: (Oppidan Industrial) within Development District No. 1
- Approve the Tax Increment Financing Plan. The TIF plan outlines the boundary of the district, TIF eligible expenses/costs and tax impacts (tax base and taxing jurisdictions). The TIF Plan outlines how the project follow statutory requirements for creation of the TIF District.
- Approval of TIF Agreement (business subsidy) with Ramsey Industrial Owner LLC and Oppidan Incorporated; subject to attorney review.

Motion carried. Voting Yes: Chairperson Cords, Members MacLennan, Howell, Olson, Riley, and Steffen. Voting No: None. Absent: Member Johnson.

6. ADJOURNMENT

Motion by Member Steffen, seconded by Member MacLennan, to adjourn the meeting.

Motion carried. Voting Yes: Chairperson Cords, Members Steffen, MacLennan, Howell, Olson, and Riley. Voting No: None. Absent: Member Johnson.

The regular meeting of the Economic Development Authority adjourned at 8:17 a.m.

Respectfully submitted,

_____
Sean Sullivan
Economic Development Manager

ATTEST:

_____
Wendy Schlueter
Economic Development Administrative Assistant

DRAFT

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

DRAFT

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Training Camp: TIF 101 & Tax Abatement

Rebecca Kurtz – Ehlers
Mary Ippel -- Briggs

February 1, 2018

Session Outline

- Basics of Tax Increment
  - Framework of a District
  - Types of Districts
  - Uses of TIF
- Basics of Tax Abatement

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Basics of Tax Increment

Minnesota Statutes 469.174 – 469.1794

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What is TIF?

Tax Increment Financing (TIF):

The ability to capture and use most of the increased local property tax revenues from new development within a defined geographic area for a defined period of time without approval of the other taxing jurisdictions.

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Why use TIF?

- Encourage certain types of development or redevelopment that would not normally occur without assistance (“but for” test)
  - Create or retain jobs
  - Redevelop blighted areas
  - Remediate polluted sites
  - Construct affordable housing

Building Blocks of TIF

There is a starting property value in the TIF District when it is created (also called "base value")

Original Tax Capacity

Tax revenues go to all local units of government

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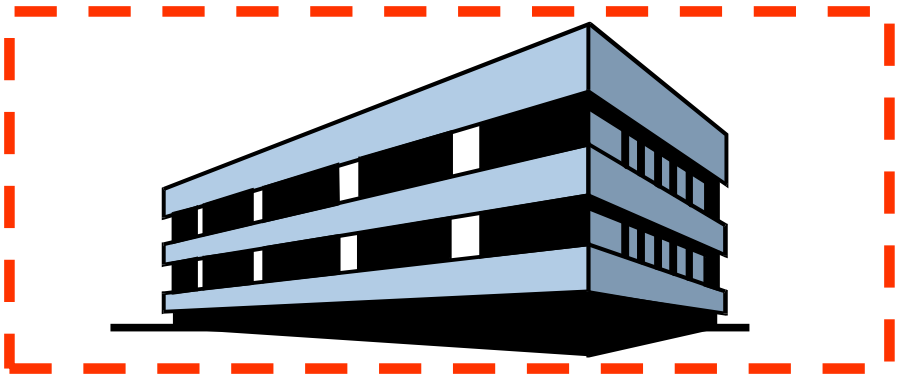
Building Blocks of TIF

Development Occurs = New Tax Capacity
TIF District can "capture" the increased value from the new development



Original Tax Capacity

New or "Captured" Tax Capacity available for TIF

Original tax revenues continue to go to local units of government

TIF = Captured Tax Capacity x Tax Rate

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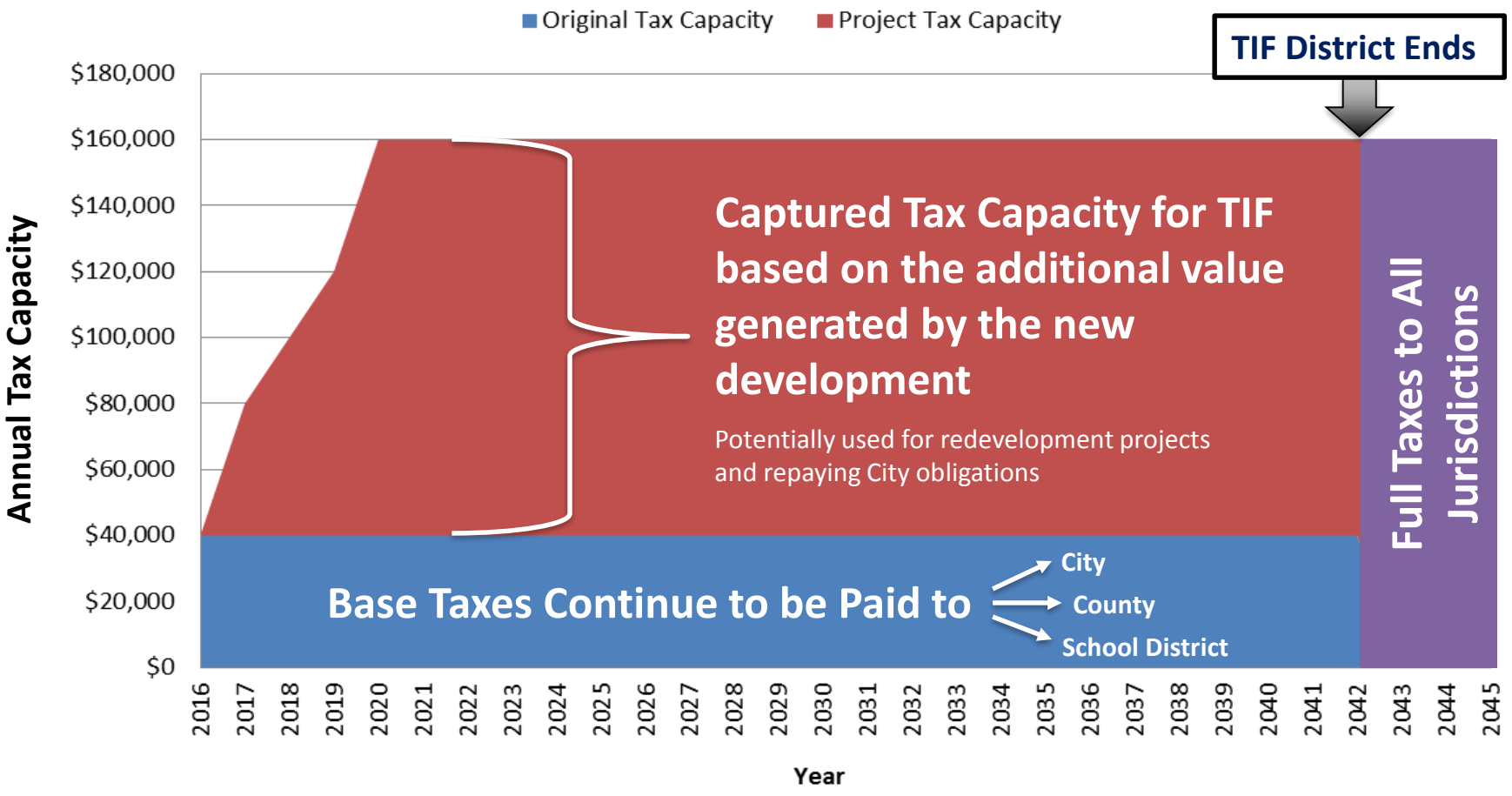
TIF Example (26 year district)



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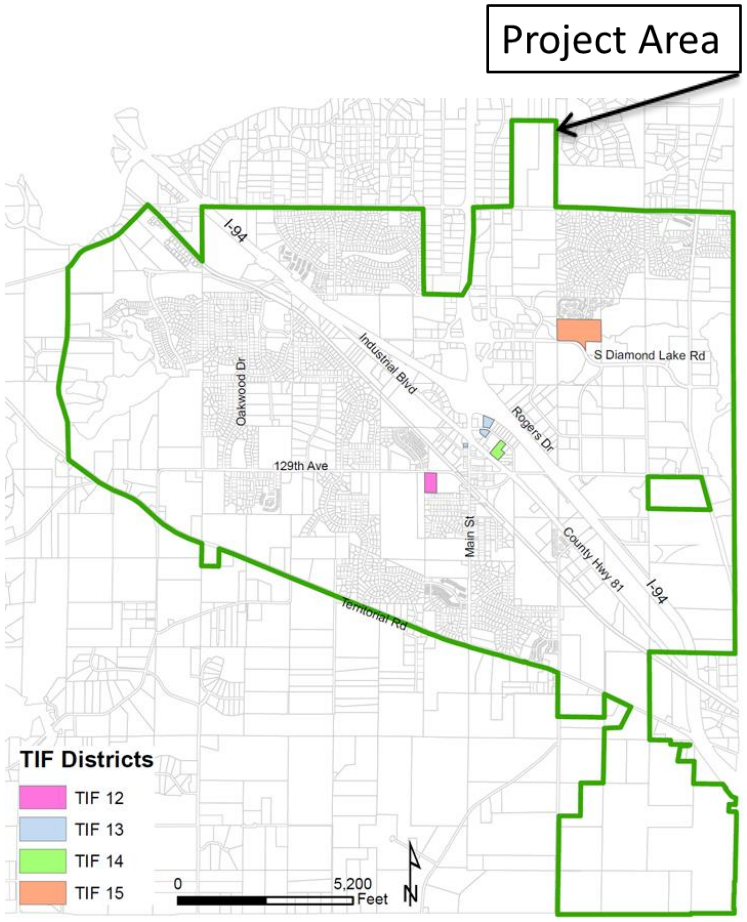
Project Area: Where increment may be spent

- TIF Districts must be located in a Project Area or Development District
- Multiple TIF Districts can be in a Project Area
- Increment can be spent outside a TIF District in Project Area (aka “pooling”)



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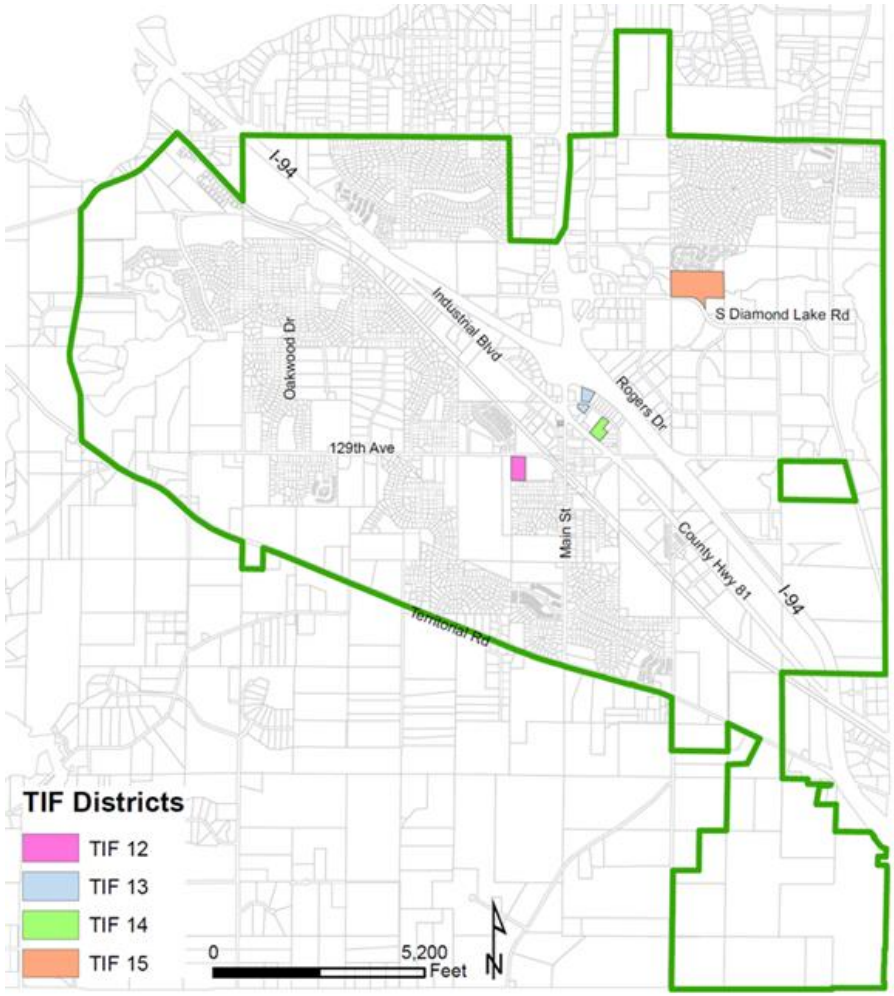
TIF District: Where increment is collected

- Defines parcels whose increased value will be captured
- Parcels do not have to be contiguous, but usually are
- Must meet criteria in State law for type of District being established



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TIF District Approval

- Can be established by City, EDA, HRA or County
- TIF Plan and Project Area Plan
  - Set forth policy objectives
  - Provide maximum budget authority for TIF revenues and expenditures
- Must have approval of elected officials following public hearing

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Types of Districts

Purpose	Type of District	Max. Term
Redo substandard / obsolete buildings	Redevelopment	26
	Renovation & Renewal	16
Affordable housing	Housing	26
	Economic Development - Workforce Housing	9
Job & tax base creation	Economic Development	9

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Economic Development

- At least 85% of new building space must be:
  - Manufacturing
  - Warehousing, storage, distribution
  - Research and development
  - Telemarketing
  - Space necessary and related to the above

How can increment be spent?

- Must meet policy objectives in TIF Plan
- Must be in TIF Plan Budget

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How can increment be spent?

- Must be costs associated with new development:
  - Land Acquisition
  - Demolition and Relocation
  - Site improvements
  - Utilities, Streets, Sidewalks
  - Environmental Clean-up
  - Parking
  - Buildings
  - Administration

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“But For” Test

- The development is only possible ***but for*** the use of tax increment

- Elected body has to make this finding

Common Financing Options

- Pay-as-you-go Note
  - Developer funds eligible expenses
  - Authority repays developer with interest over time from available TIF / abatement
  - Minimal risk to authority

- General Obligation Bonds
  - Authority issues bonds to fund eligible expenses
  - Debt service paid with TIF / abatement
  - IF TIF / abatement < debt service, authority is required to cover the gap

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LEADERS IN PUBLIC FINANCE

Rebecca Kurtz
Ehlers

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rkurtz@ehlers-inc.com

Mary Ippel
Briggs & Morgan

(612) 977-8122
mippel@briggs.com

City of RAMSEY

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www.cityoframsey.com

August 10, 2021

Anoka County Administration
Rhonda Sivarajah, County Administrator
2100 3rd Avenue, STE 700
Anoka, MN 55303

County Administrator Sivarajah,

Thank you for the opportunity to provide additional information about the TIF 18 (Oppidan Industrial). This is an exciting project for the City of Ramsey and the region. The project consists of three industrial buildings to be built in two phases. I have attached a site location map and site plan depicting the proposed layout of the three buildings and their sizes. I have included a list of relevant project benefits below.

Project Benefits Summary

- 100-150 new jobs for the City of Ramsey. At least 100 of the new jobs are anticipated to be created paying a minimum wage of at least $17.50 per hour excluding benefits.
- Opportunity for employment for Ramsey and Anoka County Residents.
- Payment of required outstanding 2011 and 2017 special assessments for the extension of Bunker Lake Boulevard and City Utilities (Bunker Lake Business Park / Puma Street) attributable to the developed parcel will be made at time of proposed property closing in September 2021.
- 42.7 Million Dollar private sector project investment.
- $1M in annual property taxes after project is completed. The newly created local tax revenue will be captured by the TIF District 18 for 9 years.
- The proposed 405,000 square foot manufacturing buildings are high-quality and market relevant. This industrial complex will be the largest in Ramsey and be a significant investment for the City's new Bunker Lake Industrial Park.
- The proposed funding sources for the subsidy request would be from a newly created TIF District 18. Meaning, this subsidy will not have a direct impact on the existing general tax levy and Ramsey taxpayers. Also, like any TIF project, the existing tax base remains in place, 100%.

- The proposed $1,172,000 in Tax Increment Financing will be through a PayGo Note (pay as you go) at 4.5% interest rather than "up-front" financing or bonding. The Developer will receive 60% of the TIF generated by the project
- The City of Ramsey will retain 40% of the TIF generated to help pay for future improvements to Bunker Lake Boulevard adjacent to the site and/or other eligible costs.
- The City of Ramsey is seeking retail and restaurant users. Common feedback from the development community and prospects is that Ramsey needs to improve it demographics in order attract these users. Ramsey can do that by increasing both population (rooftops) and increasing trip generation (i.e. large employers and destination users). The development of Bunker Lake Industrial Park helps improve demographics needed by retail and restaurant users (via new vehicle trip generation and increased daytime populations).

Further Analysis

- This business subsidy request has been reviewed and meets Ramsey's business subsidy policy criteria.
- The Developer's request for $1,172,000 is justified and meets State of Minnesota Business Subsidy Statutes.
- Staff has contracted with Ehler's to conduct a third party analysis of the project and to evaluate if the project meets the "But For" test and it has been determined that this project meets that criteria. Findings satisfying this "But-For" test can be found within the attached Ehlers Memo dated June 30, 2021 and the TIF Plan.
- Projected cash on cost return on investment for the Developer is 6.72% which falls within the industry standard of 6.5-7%. the analysis by Ehlers concludes that the $1,172,000 in proposed City assistance does not unduly enrich the company.

The Ramsey City Council will be considering approval of TIF District No. 18 on August 24, 2021 at 7:00 pm. I look forward to any comments the Anoka County Commissioners or yourself might have in relation to this project.

Best Regards,

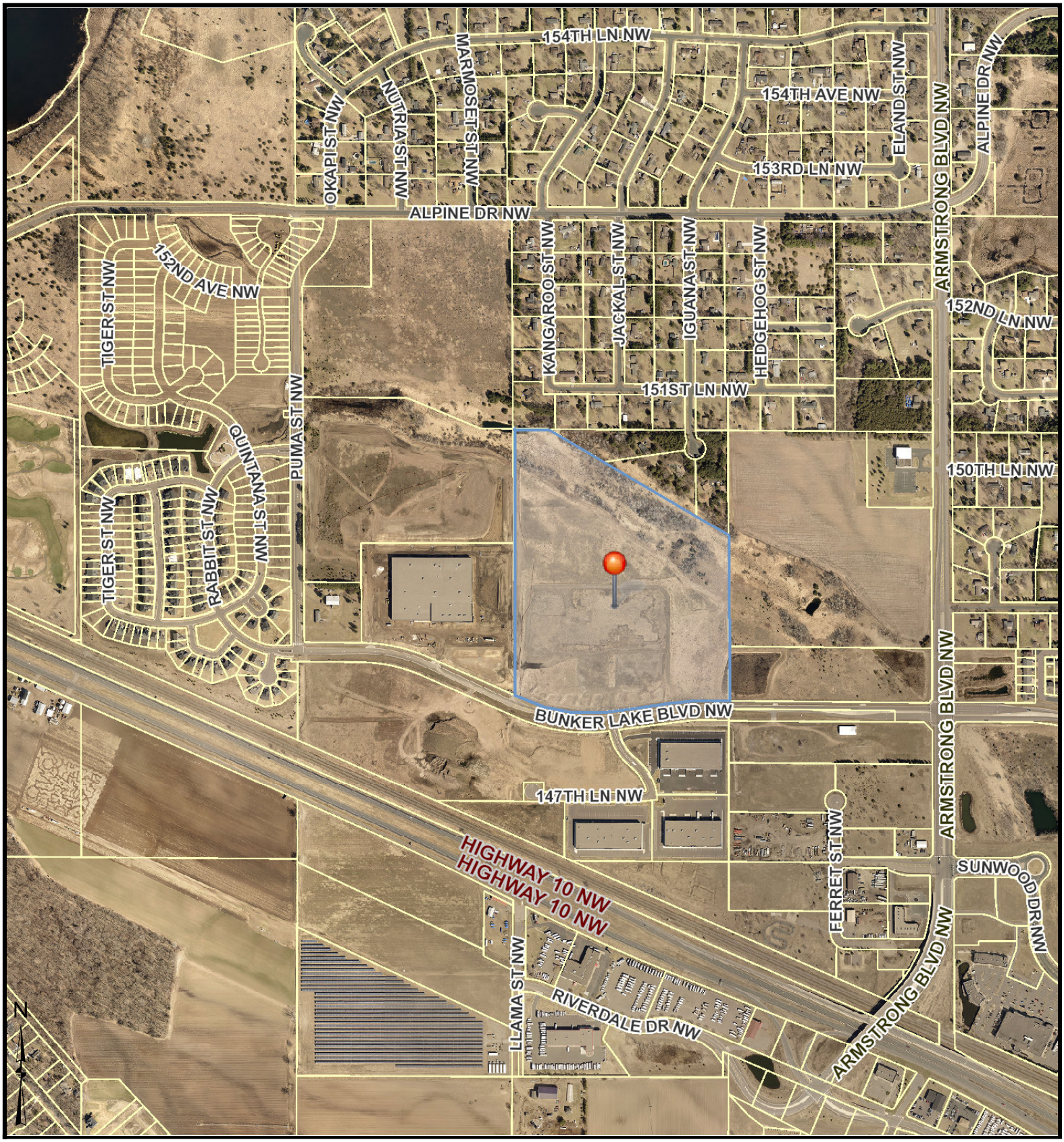
Kurt Ulrich

Kurtis G Ulrich

City Administrator

Attachments

Oppidan Site



Parcel Information:
28-32-25-44-0002
7205 HIGHWAY 10 NW
RAMSEY
MN 55303
Plat: AUD SUB NO 34

Approx. Acres: 1.27
Commissioner: MATT LOOK

Owner Information:

Anoka County GIS	1:9,600	Date: 8/5/2021

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.

PARKING ORDINANCE:
9' X 18' W/ 24' AISLE
OFFICE - 1:300
INDUSTRIAL - 1:1000
OFFICE WAREHOUSE - USE % OF ABOVE

TOTAL BUILDING (1): 111,300 GSF
TOTAL PARKING NEEDED @ 20% OFFICE: 164
TOTAL PARKING PROVIDED W/ ADA & ACCESS.: 170

TOTAL BUILDING (2): 147,000 GSF
TOTAL PARKING NEEDED @ 20% OFFICE: 216
TOTAL PARKING PROVIDED W/ ADA & ACCESS.: 216

TOTAL BUILDING (3): 147,000 GSF
TOTAL PARKING NEEDED @ 20% OFFICE: 216
TOTAL PARKING PROVIDED W/ ADA & ACCESS.: 216

PROPOSED NEW PROPERTY LINE
PROPOSED NEW PROPERTY LINE
POND
PROPOSED BUILDING 3
147,000 GSF
PROPOSED BUILDING 2
147,000 GSF
PROPOSED BUILDING 1
111,300 GSF
210'-0"
700'-0"
530'-0"
60'X50' SPEED BAY
50'X50' TYPICAL BAY
WETLAND SETBACK
BUILDING SETBACK LINE
PARKING SETBACK LINE
PROPERTY LINE
POND
POND

N

CONCEPTUAL SITE PLAN - 3 BUILDING OPTION

RAMSEY, MN
03/31/2021

RAMSEY SPEC INDUSTRIAL

MOHAGEN HANSEN
Architecture | Interiors

MEMORANDUM

TO: Sean Sullivan, Economic Development Manager
FROM: Jason Aarsvold - Ehlers
DATE: June 30, 2021
SUBJECT: Oppidan, Inc TIF Request

The City of Ramsey (the "City") received a request for tax increment financing (TIF) assistance from Oppidan, Inc, (the "Developer") to facilitate development of 3 industrial buildings totaling 405,300 sq. ft. located north of Bunker Lake Blvd. and west of Armstrong Blvd (PID# 20-32-25-43-0005). The Developer is requesting $2.9 million in tax increment assistance to off-set the extraordinary construction costs given current market fluctuations. The proposed project qualifies for inclusion in an economic development TIF district, which has a nine-year maximum duration.

The purpose of this memorandum is to review the need for TIF assistance based on our analysis of the Developer's project budget and projections, generally known as a pro forma. This analysis is commonly referred to as the "but for" test, meaning the project would not occur on this site "but for" the public assistance being provided. Based on this analysis, we determined TIF assistance in the amount of $1.172 million is warranted for the project as further described in the recommendations section below.

Pro Forma Analysis

Generally, this project meets the expectations of a flex industrial project with regards to project costs, financing, projected revenues, and return on investment. The proposed sources and uses of funds for the project are included below, followed by our findings relating to the analysis of the project:

Sources		
	Amount	**Pct.**
First Mortgage	30,877,947	72%
TIF Mortgage	1,172,000	3%
Equity	10,683,316	25%
TOTAL SOURCES	**42,733,263**	**100%**

Uses			
	Amount	**Pct.**	**Per Sq. Ft.**
Acquisition Costs	4,050,000	9.48%	9.99
Construction Costs	31,076,396	72.72%	76.68
Professional Services	3,824,068	8.95%	9.44
Financing Costs	1,792,553	4.19%	4.42
Developer Fee	1,500,000	3.51%	3.70
Cash Accounts	490,246	1.15%	1.21
TOTAL USES	**42,733,263**	**100%**	**105.44**

- The developer is proposing permanent financing (including the recommended TIF portion) for 75% of the project costs and will bring 25% in equity, or approximately $10.68 million. This financing structure is in line with typical industrial projects.

- The total development costs for this project are approximately $42.73 million, or $105.44 per square foot. Based on our experience with similar projects, this is a bit higher than is typical, and being driven by the extraordinary construction costs and market fluctuations.

- For a project of this nature, we would expect to see a developer fee between 3% and 4% of total development costs. The developer's proposed fee is 3.51% of total development costs and is within an acceptable range.

- The proposed rents are assumed at a blended rate of $6.33 per square foot ($5.50/sq. ft. warehouse and $11.00/sq. ft. office). This is based on assumed 15% office and 85% warehouse/production buildout. Because these are speculative buildings, the actual rents are unknown currently. The final rents will depend on the tenant's buildout. $6.33 per square foot is a reasonable assumption in the market.

Recommendations

Based on current projections, the project cannot generate enough TIF in the nine-year life of the district to meet the developer's full request. The recommendation below balances the use of TIF for the project to meet the developer's return on investment expectations with the need for the City to complete necessary infrastructure improvements using TIF from the project.

Industrial developers are typically seeking a yield-on-cost return of between 6.5% and 7%. The yield on cost is calculated by dividing the project's net operating income by total development costs. Current projections show the Developer averaging 6.36% yield on cost over the next 10 years without any TIF assistance, which is below the desired threshold.

In order to support a market based return on investment for the project, and to preserve tax increment for other City infrastructure needs in the area, we recommend providing "pay-as-you-go" TIF assistance in an amount up to $1,172,00. With "pay-as-you-go" TIF assistance, the City does not provide any funding up-front. Instead, the City enters into an agreement to provide tax increment payments that are generated solely from the project's actual increased property taxes. The Developer uses those future tax increment payments to obtain additional debt and/or support returns on investment. If the tax increment is insufficient to pay the TIF assistance in full, the City does not make up the shortfall.

This assistance would be payable from 60% of the tax increment received in the district over its nine-year life. With this assistance, the projected average yield on cost over the next 10 years increases to 6.72%, which is within a typical market range and not unduly enriching the project. The remaining 40% of increment would be available to the City for administration and to support construction of new infrastructure.

MEMORANDUM

TO: Sean Sullivan, Economic Development Manager
FROM: Jason Aarsvold - Ehlers
DATE: June 30, 2021
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The purpose of this memorandum is to review the need for TIF assistance based on our analysis of the Developer's project budget and projections, generally known as a pro forma. This analysis is commonly referred to as the "but for" test, meaning the project would not occur on this site "but for" the public assistance being provided. Based on this analysis, we determined TIF assistance in the amount of $1.172 million is warranted for the project as further described in the recommendations section below.

Pro Forma Analysis

Generally, this project meets the expectations of a flex industrial project with regards to project costs, financing, projected revenues, and return on investment. The proposed sources and uses of funds for the project are included below, followed by our findings relating to the analysis of the project:

Sources		
	Amount	**Pct.**
First Mortgage	30,877,947	72%
TIF Mortgage	1,172,000	3%
Equity	10,683,316	25%
TOTAL SOURCES	**42,733,263**	**100%**

Uses			
	Amount	**Pct.**	**Per Sq. Ft.**
Acquisition Costs	4,050,000	9.48%	9.99
Construction Costs	31,076,396	72.72%	76.68
Professional Services	3,824,068	8.95%	9.44
Financing Costs	1,792,553	4.19%	4.42
Developer Fee	1,500,000	3.51%	3.70
Cash Accounts	490,246	1.15%	1.21
TOTAL USES	**42,733,263**	**100%**	**105.44**

- The developer is proposing permanent financing (including the recommended TIF portion) for 75% of the project costs and will bring 25% in equity, or approximately $10.68 million. This financing structure is in line with typical industrial projects.

- The total development costs for this project are approximately $42.73 million, or $105.44 per square foot. Based on our experience with similar projects, this is a bit higher than is typical, and being driven by the extraordinary construction costs and market fluctuations.

- For a project of this nature, we would expect to see a developer fee between 3% and 4% of total development costs. The developer's proposed fee is 3.51% of total development costs and is within an acceptable range.

- The proposed rents are assumed at a blended rate of $6.33 per square foot ($5.50/sq. ft. warehouse and $11.00/sq. ft. office). This is based on assumed 15% office and 85% warehouse/production buildout. Because these are speculative buildings, the actual rents are unknown currently. The final rents will depend on the tenant's buildout. $6.33 per square foot is a reasonable assumption in the market.

Recommendations

Based on current projections, the project cannot generate enough TIF in the nine-year life of the district to meet the developer's full request. The recommendation below balances the use of TIF for the project to meet the developer's return on investment expectations with the need for the City to complete necessary infrastructure improvements using TIF from the project.

Industrial developers are typically seeking a yield-on-cost return of between 6.5% and 7%. The yield on cost is calculated by dividing the project's net operating income by total development costs. Current projections show the Developer averaging 6.36% yield on cost over the next 10 years without any TIF assistance, which is below the desired threshold.

In order to support a market based return on investment for the project, and to preserve tax increment for other City infrastructure needs in the area, we recommend providing "pay-as-you-go" TIF assistance in an amount up to $1,172,00. With "pay-as-you-go" TIF assistance, the City does not provide any funding up-front. Instead, the City enters into an agreement to provide tax increment payments that are generated solely from the project's actual increased property taxes. The Developer uses those future tax increment payments to obtain additional debt and/or support returns on investment. If the tax increment is insufficient to pay the TIF assistance in full, the City does not make up the shortfall.

This assistance would be payable from 60% of the tax increment received in the district over its nine-year life. With this assistance, the projected average yield on cost over the next 10 years increases to 6.72%, which is within a typical market range and not unduly enriching the project. The remaining 40% of increment would be available to the City for administration and to support construction of new infrastructure.

CC Regular Session **7. 1.**

Meeting Date: 08/24/2021

By: Chloe McGuire Brigl, Community Development

Information

Title:

Adopt Ordinance #21-17 Amending Rental Licensing Requirements to Include Short-Term Rentals

Purpose/Background:

The purpose of this case is to clarify existing regulations for rental units throughout Ramsey. Staff has received an increased number of requests related to short term rentals (STRs), such as VRBO and AirBNB. It appears that these types of uses are becoming more popular throughout Ramsey, allowing owners to rent their homes when they're away. The existing regulations appear to require a rental license for any type of rental (even if short term), but Staff would like to solidify that and clarify the existing regulations in order to provide the regulations in writing to interested parties.

The cost for a rental license is $25 for three (3) years for a standard residential home. This license allows the City to inspect the property for building and fire code compliance upon request, to ensure the safety of tenants. Most cities throughout the metro area have rental license programs. Ramsey's rental license program is largely scaled back, minimal, and less expensive than other city's programs. Staff has found that the ease of the program has helped with voluntary compliance.

The only change requested at this time is updating the ordinance to explicitly include short term rentals (STRs) in the rental ordinance requirements.

Notification:

Notification was provided in the City's Official Newspaper, the Anoka County UnionHerald.

Observations/Alternatives:

Funding Source:

Staff is handling this case as part of regular duties.

Recommendation:

The Planning Commission recommended adoption of Ordinance #21-17. The City Council introduced the Ordinance on August 10, 2021.

Action:

Motion to waive the Charter Requirement to read the ordinance aloud and adopt Ordinance #21-17.

Roll call vote.

Attachments

Draft August 10, 2021 Council Minutes

Ordinance 21-17

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Chloe McGuire Brigl	08/18/2021 10:28 AM
Bruce Westby	Bruce Westby	08/19/2021 11:20 AM

Form Started By: Chloe McGuire Brigl Started On: 08/18/2021 08:41 AM

Final Approval Date: 08/19/2021

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CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey City Council conducted a regular meeting on Tuesday, August 10, 2021, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Acting Mayor Chris Riley
Councilmember Ryan Heineman
Councilmember Chelsee Howell
Councilmember Debra Musgrove
Councilmember Dan Specht
Councilmember Matt Woestehoff

Members Absent: Mayor Mark Kuzma

Also Present: City Administrator Kurtis Ulrich
Public Works Superintendent Grant Riemer
Senior Planner Chloe McGuire Brigl
Planning Technician Brian McCann

1. CALL TO ORDER

Acting Mayor Riley called the regular meeting of the Ramsey City Council to order at 7:02 p.m., followed by the Pledge of Allegiance led by Acting Mayor Riley.

2. PRESENTATION

None.

3. CITIZEN INPUT

None.

4. APPROVE AGENDA

City Administrator Kurt Ulrich requested the following changes to the Agenda:

-Consent Agenda Item 5.03.1 - July 20, 2021 Special Work Session Minutes to be removed from the Consent Agenda for review by City Staff and added to the August 24, 2021 Regular Meeting Agenda
-Consent Agenda Item 5.6 - Authorization to Purchase Maintenance Equipment, to be moved to Council Business Item 7.2

Motion by Councilmember Musgrove, seconded by Councilmember Woestehoff, to approve the agenda as amended.

Motion carried. Voting Yes: Acting Mayor Riley, Councilmembers Musgrove, Woestehoff, Heineman, Howell, and Specht. Voting No: None. Absent: Mayor Kuzma.

5. CONSENT AGENDA

Motion by Councilmember Musgrove, seconded by Councilmember Heineman, to approve the following items on the Consent Agenda:

5.01: Receive June 2021 Financial Reports – General Fund and Enterprise Funds
5.02: Approve the Following Meeting Minutes:
1) City Council Special Work Session Dated 5/18/2021
5.03: Approve the Following Meeting Minutes:
1) ~~City Council Special Work Session dated 7/20/2021~~ This item was removed from the Consent Agenda for further review by City Staff, to be added to the August 24, 2021 Regular Meeting Agenda
2) City Council Work Session dated 7/27/2021
3) City Council Regular Session dated 7/27/2021
5.04: Approve Business Licenses
5.05: Approve Rental Licenses
5.06: ~~Authorization to Purchase Maintenance Equipment for the New Public Works Facility~~ This item was removed from the Consent Agenda and considered as Regular Agenda Item 7.2
5.07: Adopt Resolution #21-228 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 22, 2021 through August 4, 2021
5.08: Adopt Resolution #21-183 Approving an Easement Encroachment Agreement for an attached accessory structure in a drainage and utility easement at 16206 Sapphire St NW; Case of William Cowette (Project 21-119)
5.09: Adopt Resolution #21-208 Granting a Conditional Use Permit to Expand an Existing Utility Substation at 9180 Alpine Drive NW (Project No. 21-125)
5.10: Adopt Resolution #21-210 Approving Site Plan and Final Plat for Knoll Properties 2nd Addition; Case of Anderson Dahlen
5.11: Adopt Resolution #21-224 Accepting Geotechnical and Survey Proposals for 2022 Pavement Management Program Projects
5.12: Adopt Resolution #21-225 Approving Development Agreement and Releasing Declaration of Covenants for AEC Energy Park and Development Agreement; Case of Anderson Dahlen
5.13: Adopt Resolution #21-226 Approving Premise Permit for Anoka Area Hockey Association at Superbowl in Ramsey
5.14: Adopt Resolution #21-227 Granting an Easement Encroachment Agreement for 74747 163rd Ave NW (Project 21-118); Case of Manuel Cuevas

Motion carried. Voting Yes: Acting Mayor Riley, Councilmembers Musgrove, Heineman, Howell, Specht, and Woestehoff. Voting No: None.

6. PUBLIC HEARING

6.01: Review Ordinance #21-17 Amending Rental Licensing Requirements to Include Short-Term Rentals

Presentation

Senior Planner Chloe McGuire Brigl reviewed an Ordinance to amend Chapter 26 of the City Code to include short-term home rentals for companies like Airbnb and VRBO, which are becoming more popular. She added City Staff have received requests for information from many residents who want to rent out their homes. She noted a rental license of $25 for a 3-year period is required for homes that are rented out, which is very minimal compared to other nearby communities.

Senior Planner McGuire Brigl stated, for purposes of clarification in the Code, a rental license is required for a short-term rental, as well as an updated rental application. She added tents and yurts are not allowed under State Building Code. She noted this would be a broad and general update to the City Code, and City Staff can look at additional options. She noted the Planning Commission reviewed this issue at their last meeting, and recommended City Council approval of the Ordinance.

Councilmember Heineman asked whether establishing this policy will make it easier for residents to use organizations like Airbnb and VRBO to rent out their homes.

Senior Planner McGuire Brigl confirmed this, adding people call City Hall to ensure that the homes they want to rent are legally licensed.

Councilmember Heineman asked whether a resident who has a yurt or geodome could have it reclassified as a separate structure, and potentially be licensed to rent as a rental.

Senior Planner McGuire Brigl stated City Code allows only one dwelling unit per property, so an additional structure would not be allowed. She added this would include tiny homes or "mother-in-law" suite on an individual property. She noted the Planning Commission requested that City Staff do some additional research on this issue for as a separate case.

Councilmember Specht stated he would support making the process less restrictive and simpler for residents to work with organizations to rent their homes.

Councilmember Musgrove requested clarification regarding rent moratoriums due to Covid-19, and how they might potentially be affected by this proposed Ordinance.

Senior Planner McGuire Brigl stated City Staff had not considered the moratorium in connection with this Ordinance. She added she would consult with the City Attorney. She noted, as the Ordinance relates to short-term rentals of not more than 30 days, the Ordinance would not supersede the State's moratorium.

Motion by Councilmember Musgrove, seconded by Councilmember Woestehoff, to introduce Ordinance #21-17 Amending Rental Licensing Requirements to Explicitly Include Requirements for Short-Term Rentals to Receive a Rental License.

Motion carried. Voting Yes: Acting Mayor Riley, Councilmembers Musgrove, Woestehoff, Heineman, Howell, and Specht. Voting No: None. Absent: Mayor Kuzma.

6.02: Introduce Ordinance #21-11 Amending Chapter 10 of City Code to Include Requirements for Keeping Cats and Roosters, and to Amend Standards for Agricultural Animals and Beekeeping

Presentation

City Administrator Ulrich stated, based on discussion and feedback over the past few weeks, City Staff is recommending that a public hearing be held, and public comment taken on this issue but that the Ordinance should not be introduced until further review can be done. He added City Staff will revise the Ordinance to reflect comments received from the City Council and the public at the City Council's last meeting. He noted a follow-up review will be scheduled for the City Council's November 9, 2021 meeting.

Planning Technician Brian McCann reviewed the proposed Ordinance related to the keeping of cats and roosters as discussed at the City Council's July 27, 2021 meeting. He added, after receiving public comment, City Staff have revised the Ordinance to include ducks on all properties, similar to chickens, and to include animal family classifications, including mini-cows, and to limit the number of dogs and cats not to exceed 10. He noted a kennel license will still be required for 4 or more dogs.

Planning Technician McCann stated City Staff recommends postponing action on this item for 90 days to provide additional time for City Staff and public input.

Public Hearing

Acting Mayor Riley opened the public hearing.

Citizen Input

There was none.

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

Motion carried. Voting Yes: Acting Mayor Riley, Councilmembers Musgrove, Woestehoff Heineman, Howell, and Specht. Voting No: None.

Council Business

Motion by Councilmember Howell, seconded by Councilmember Heineman, to postpone City Council action on proposed Ordinance #21-11 Amending Chapter 10 of City Code to the City Council's Tuesday, November 9, 2021 Regular Meeting.

Motion carried. Voting Yes: Acting Mayor Riley, Councilmembers Howell, Heineman, Musgrove, Specht, and Woestehoff. Voting No: None. Absent: Mayor Kuzma.

7. COUNCIL BUSINESS

7.01: Consider Request for Comprehensive Plan Amendment to Re-Guide PID #20-32-25-44-0003 from High Density Residential (HDR) to Medium Density Residential (MDR) (Project No. 21-122); Case of Lennar

Senior Planner McGuire Brigl reviewed a request from Lennar for a Comprehensive Plan amendment for a residential subdivision near the Fire Station site. She added the 35-acre site is zoned "split zoning", which is unique for Ramsey. She noted 80-foot-wide lots are proposed on City utilities adjacent to existing residential areas with smaller rural developing lots and high-density residential areas, as well as industrial and commercial uses.

Senior Planner McGuire Brigl stated the Comprehensive Plan guides this area as high-density residential with 8 units per acre. She added, under Met Council guidance, anything over 8 units per acre counts as affordable housing, regardless of whether it is an affordable housing development. She noted the site is adjacent to low-density residential of less than 4 units per acre.

Senior Planner McGuire Brigl stated the applicant is proposing to reduce density from high to medium residential with 4-8 units per acre and an average density of 5.5 units per acre. She added City Staff is supportive of this proposal as it matches the adjacent residential areas and provides a nice buffer. She noted, however, there would be funding impacts.

Senior Planner McGuire Brigl stated the City of Ramsey is a member of the Livable Communities Act (LCA) Program, with funding eligibility, of which the City is the net recipient. She added the City has received $6 million in project funding over the past 20 years, including $1 million in 2019 for Riverwalk Village. She noted overall density cannot be reduced, and affordability must be maintained, for the City to maintain its membership in the LCA Program.

Senior Planner McGuire Brigl stated the City passed a Resolution in November 2020 expressing support for and participation in the LCA Program.

Senior Planner McGuire Brigl provided alternatives for City Council consideration. She stated the Comprehensive Plan could be amended through the approval process; funding mechanisms could be changed; or the development could be approved with no changes, which would mean the end of the City's participation in the LCA Program.

Senior Planner McGuire Brigl stated the City Council could approve the Comprehensive Plan amendment but direct City Staff to research alternatives sites to re-guide at 8 units per acre. She added there are other potential sites in the City guided for low to medium density. She noted another option would be to direct the applicant to revise the plan to maintain 8 units per acre.

Senior Planner McGuire Brigl stated residents have indicated the importance of developing single family homes.

Acting Mayor Riley asked why the zoning is proposed to be changed so close to existing homes.

Senior Planner McGuire Brigl stated that is the request of the applicant. She added a public hearing will still be required and the issue reviewed by the City Council again.

Councilmember Musgrove asked whether the calculation would change if the proposed 80-foot-wide lots were to be used as a minimum lot size.

Senior Planner McGuire Brigl stated that would not help because the Met Council is looking at the overall site. She added 80-foot-wide lots would be viewed as part of the site as a whole.

Acting Mayor Riley stated she is not in favor of the Met Council telling Ramsey how to develop itself, and he is not concerned with maintaining their density requirements.

Councilmember Musgrove asked what the repercussions could be for the City if LCA Program funding is no longer available.

Senior Planner McGuire Brigl stated the City would no longer be eligible to apply for Met Council grants. She added the $1 million Riverwalk grant is still in process, and City Staff would work with the Met Council over the next few weeks to determine repercussions for existing funding and potential repayment of funds.

Councilmember Howell stated she agrees with Acting Mayor Riley, and she supports the development if it is a good fit for the community. She added the City should not be inhibited by the Metropolitan Council. She asked whether there would be an option to push this out further so it would not interfere with Riverwalk Village.

Senior Planner McGuire Brigl stated staff would be open to that, but she is unsure whether the applicant would be willing based on their expedited applications.

Councilmember Woestehoff stated the COR is zoned as COR. He asked whether the Met Council considers areas based on residential density as part of that equation.

Senior Planner McGuire Brigl stated that has been the subject of review by City Staff. She added development that is already built counts toward residential density. She noted, if it is vacant and guided COR, the City gets ¼ rate for density, as it could technically be developed as retail, commercial office or residential. She agreed to look into it further.

Councilmember Musgrove asked what costs the developer would incur with regard to potential City impacts related to a potential zoning change.

Senior Planner McGuire Brigl stated, under alternatives 1 or 2, there would be no costs incurred by the developer. She added, under alternative 3, the developer would be required to redraw their

plans to meet minimum density requirements. She noted, based on the Planning Commission's discussion, they will be required to do that anyway.

Councilmember Woestehoff stated there is an issue of access, as the development plans include a long cul-de-sac with only one access point. He asked whether there is an area of opportunity somewhere else in the City that could make up the 28 acres, or whether it needs to be contiguous.

Senior Planner McGuire Brigl stated City Staff believes there are opportunities for development that would add up to 28 acres but did not spend extensive time reviewing vacant parcels. She added it would be an easy switch for the Comprehensive Plan if the land is owned by the City, but potentially more difficult if it is privately owned. She noted it is a possibility, and City Staff can look into it further.

Councilmember Woestehoff stated he would not be in favor of approval or denial at this point. He added he would support having the City Council review this issue further, and table this issue to another meeting to receive more information and data.

Acting Mayor Riley asked whether that will work for the applicant.

Senior Planner McGuire Brigl stated the City has 120 days to respond to any application, so there is time to do due diligence. She added this is a big project and the developer has other issues to work through.

Acting Mayor Riley stated he does not support changing the top portion of the development that is already zoned residential.

Senior Planner McGuire Brigl stated City Staff will move forward with alternative 2, a potential Comprehensive Plan amendment, but also research alternative sites to re-guide at that acreage. She added City Staff will bring this issue back to the City Council for further review at their next meeting.

Councilmember Musgrove stated she would support having a definite time frame, hopefully 2 weeks. She added she supports medium density but would like to learn more about impacts.

Senior Planner McGuire Brigl thanked the City Council for their feedback and comments. She added, to recap, the applicant has requested to re-zone the property, but there is a general consensus of the City Council not to rezone to 65-foot-wide lots adjacent to existing residential property.

7.02: Authorization to Purchase Maintenance Equipment for the New Public Works Facility

Public Works Superintendent Grant Riemer reviewed the proposed purchase of maintenance equipment for the new Public Works shop. He added the items proposed for purchase are a sweeper/scrubber for maintenance and shop areas ($62,600); and a forklift for lifting storage to a 600-foot-long mezzanine storage area ($15,000-17,000).

Councilmember Howell asked whether a used sweeper/scrubber could be purchased, which could result in significant savings. Public Works Superintendent Riemer stated City Staff have not looked into that option, but it is a possibility. He added it is a complicated piece of equipment, and he would be wary of purchasing a used item.

Councilmember Heineman asked how many square feet need to be covered, and whether there are sweepers that can be pushed. Public Works Superintendent Riemer stated the main maintenance area is approximately 60,000 square feet, with 35,000 square feet in 4 maintenance shops and a storage area, and the sweeper will also be used for the Fire and Police parking garage. He added it would be a lot of walking, and seated equipment would be preferable.

Acting Mayor Riley stated the City would end up paying higher wages due to the extra time it would take to have employees push the equipment.

Acting Mayor Riley stated approval could include "not to exceed" for the highest acceptable cost, and the stipulation that used equipment should be considered first.

Councilmember Howell stated she would be reluctant to use the term "not to exceed" for the total cost, since it is difficult to estimate the equipment cost at this point. She added some leeway could be given, but still attempt to bring the cost down.

Public Works Superintendent Riemer stated he has not done any research on the availability of used equipment. He asked whether final approval from the City Council would be required before a purchase could be made.

Councilmember Heineman stated an immediate purchase could be authorized if City Staff are able to find a used sweeper for $40,000 or bring purchase information back to the City Council for review. He added, if a used unit cannot be found, the City Council can consider authorization of the full $62,000. He noted the forklift cost seems reasonable.

Public Works Superintendent Riemer stated City Staff will see whether there is anything available for $40,000 as a starting point.

Councilmember Howell requested the amount be increased to $43,000, based on her research.

Motion by Councilmember Howell, seconded by Councilmember Musgrove, to approve the purchase of a used Tenant M-24 floor sweeper or equivalent up to $43,000 and not to exceed that amount, and purchase of a used forklift not to exceed $17,000, contingent on current used market prices.

Further discussion: Acting Mayor Riley stated City Staff should use their discretion if they find a better forklift for $19,000. Councilmember Heineman stated City Staff should inform the City Council if they are unable to find a used unit.

Motion carried. Voting Yes: Acting Mayor Riley, Councilmembers Howell, Musgrove, Heineman, Specht, and Woestehoff. Voting No: None. Absent: Mayor Kuzma.

8. MAYOR, COUNCIL AND STAFF INPUT

City Administrator Ulrich stated Game First begins August 13, 2021, and continues the following weekend, with over 280 vendors from across the country and 40,000 attendees. He added the Lions are sponsoring parking at Loral I. Armstrong Delaney Central Park.

City Administrator Ulrich stated a Community Open House is scheduled for Saturday, October 16, 2021, to dedicate the new Public Works facility which is nearing completion.

City Administrator Ulrich stated the Draw Concert Series will continue on Thursday August 12, 2021 at 6:30 p.m. with Rumble Seat, a John Mellencamp tribute band.

City Administrator Ulrich stated Happy Days is scheduled to begin Friday, September 10, and there are still openings for vendors and parade participants. He added interested residents should contact City Staff.

City Administrator Ulrich stated the City Council Work Session, held earlier this evening, will continue immediately following this meeting in the Lake Itasca Room.

Councilmember Musgrove thanked the Police and Fire Departments for their support in hosting neighborhood Night To Unite events on Tuesday, August 10, 2021. She added it was fun visiting the neighborhoods and getting comments and feedback from residents.

9. ADJOURNMENT

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

Motion carried.

The regular meeting of the City Council adjourned at 7:48 p.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Katie M. Schmidt
Deputy City Clerk

Drafted by Mary Mullen
TimeSaver Off Site Secretarial, Inc.

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

ORDINANCE #21-17

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE AMENDING CHAPTER 26 ARTICLE XIV: RENTAL RESIDENTIAL DWELLING UNITS TO INCLUDE SHORT TERM RENTALS

SECTION 1. AUTHORITY

The City of Ramsey Ordains: This ordinance is adopted pursuant to and under the authority of Minnesota Statutes sections 412.191 and 412.221.

SECTION 2. AMENDMENTS

Article XIV. – Rental Residential Dwelling Units is hereby amended as follows, with added language underlined:

Division 1. – Generally

Section 26-614 - Definitions
The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) Short Term Rental - a dwelling unit, as defined in Section 117-1, offered to the public in exchange for money, goods or services, on a nightly or weekly basis for not more than 30 consecutive days.

Sec. 26-645. - License required.

(a) No person shall operate a rental dwelling building or unit without first having obtained a license to do so from the city.
   a. A rental license is required for all rentals, including short term rentals (STRs).
   b. Tents, campers, trailers, yurts, and similar may not be rented out or used as residences. Only those places of residence with active Certificates of Occupancy (CO) for habitation may be rented.

Sect. 26-646. – Application.

(a) Application for an initial or renewal license shall be made by the owner of rental units or by the owner's legally constituted agent to the city on forms provided by the city. Applications shall include, at a minimum:
   (1) Name, address, telephone number, and date of birth of the dwelling owner, principal partners if a partnership, or corporate officers if a corporation.

(2) Name, address, telephone number, and date of birth of the designated local agent, if any.
(3) Local address of the dwelling.
(4) Number of buildings.
(5) Number of dwelling units within each building.
(6) Description of procedure through which tenant inquiries and complaints are to be processed.
(7) Whether the rental license is for a multifamily building, single family dwelling, or Short Term Rental.

Sec. 26-652. - Posting license.
Every licensee of a residential rental facility containing three or more dwelling units, or a Short Term Rental (STR), shall cause to be conspicuously posted in the main entryway or other conspicuous location therein the current license for the dwelling. Every licensee of a single occupancy facility shall provide to the occupant of the dwelling unit, a certified copy of the current license for the dwelling.

SECTION 3. SUMMARY
Ordinance #21-17 updates Chapter 26, Article XIV to clarify that rental licenses are required for short term rentals.

SECTION 4. EFFECTIVE DATE

This ordinance becomes effective 30 days after its passage and publication, subject to City Charter Section 5.04.

PASSED by the City Council of the City of Ramsey, Minnesota the 24th of August, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

Introduction date:
Posting dates:
Adoption date:
Publication date:
Effective date:

CC Regular Session **7. 2.**

Meeting Date: 08/24/2021

By: Diana Lund, Finance

Information

Title:

Adopt Resolution #21-244 Providing for the Sale of $10,700,000 General Obligation Capital Improvement Plan Refunding Bonds, Series 2021A

Purpose/Background:

Purpose: To refinance the debt issue related to the Municipal Center that was issued in 2012 to take advantage of reduced interest rates.

Background: In 2005, the City issued $19.2M of Public Project Lease Revenue Bonds to construct the new Municipal Center building.

To take advantage of lower interest rates and to place the debt issuance under a General Obligation (GO) Capital Improvement Plan (CIP) bond, the city refunded the 2005 issue and sold $16.875M of GO CIP bonds in 2012. The 2012 bonds have an annual debt service of approximately $1.242M and a net interest cost of 3.07%. The first available call date (date on which the issuer has the right to redeem a bond at par prior to the stated maturity date) for the 2012 debt issue is December 15, 2021.

Given current market conditions, if the city were to call the 2012 bonds and sell approximately $10.7M of GO CIP bonds, the annual debt service would be approximately $1.137M or a savings of $105,000 per year, with a net interest cost of 1.26%. The stated maturity date of December 31, 2031 remains consistent with the 2012 issue.

The numbers presented for 2021 are strictly estimates based on current market conditions plus 15 basis points. The numbers, as currently presented, have been used in the 2022 preliminary debt levy calculation related to the municipal center debt. The actual bond pricing is proposed to be held on September 28, 2021 and brought back to City Council for awarding the sale of the bonds September 28, 2021. The city is allowed to sell the bonds up to three months prior to the call date of Dec 15, 2021.

A copy of the proposed finance plan for the bond sale is attached.

Notification:

The refinancing of debt to capitalize on lower interest rates was included in the city's strategic plan under Strategy: Identify and implement operational efficiencies, cost savings, and additional funding sources while maintaining and increasing transparency and accountability (strategic plan item attached).

Time Frame/Observations/Alternatives:

1. Motion to Adopt Resolution #21-244 Providing for the sale of $10.7M GO Capital Improvement Plan Refunding Bonds.

2. Motion to not Adopt Resolution #21-244.

Recommendation:

Staff recommends option #1 as this meets the Strategic Plan action of refinaning debt to capitalize on low interest rates and produce a cost savings.

Outcome/Action:

Motion to adopt Resolution #21-244 Providing for the Sale of $10,700,000 General Obligation Capital Improvement Plan Refunding Bonds, Series 2021A.

Attachments

Presale Report - Muni Center Debt Refin

Strategic Plan

Reso #21-244

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/18/2021 04:45 PM
Form Started By: Diana Lund		Started On: 08/16/2021 01:16 PM
Final Approval Date: 08/18/2021		

August 24, 2021

Pre-Sale Report for

City of Ramsey, Minnesota

$10,700,000 General Obligation Capital Improvement Plan Refunding Bonds Series 2021A

Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Advisors:

Stacie Kvilvang, Senior Municipal Advisor
Jason Aarsvold, Senior Municipal Advisor
Keith Dahl, Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

$10,700,000 General Obligation Capital Improvement Plan Refunding Bonds Series 2021A

Purposes:

The proposed issue includes financing for a current refunding of the 2012A General Obligation Capital Improvement Plan Bonds which were previously issued for an advance refunding of the 2005A Public Project Lease Revenue Bonds used to finance construction of the City's Municipal Center. Debt service will be paid from ad valorem property taxes.

Interest rates on the obligations proposed to be refunded are 3.000% to 3.375%. The refunding is expected to reduce debt service expense by approximately $1,047,892 over the next 10 years. The Net Present Value Benefit of the refunding is estimated to be $989,737 equal to 9.417% of the refunded principal.

This proposed issue is considered a Current Refunding as the obligations being refunded are callable on December 15, 2021 and will be pre-payable within 90 days of the date of issue of the new Bonds.

Authority:

The Bonds are being issued pursuant to Minnesota Statutes, Chapter 475 and Section 475.521, as amended. They will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Bonds count against the Net Debt Limit of 3% of the EMV of taxable property in the City. The total amount of outstanding debt may not exceed approximately $89.7 million. Since the City has $23,530,000 (inclusive of the proposed 2021A Bonds) of debt subject to the Net Debt Limit, the City is well under the maximum limit.

Term/Call Feature:

The Bonds are being issued for a term of 10 years (remaining term of the existing bonds). Principal on the Bonds will be due on December 15 in the years 2022 through 2031. Interest is payable every six months beginning June 15, 2022.

The Bonds will be subject to prepayment at the discretion of the City on December 15, 2028 or any date thereafter.

Bank Qualification:

Because the City is issuing more than $10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Bonds as "bank qualified" obligations.

Rating:

The City's most recent bond issues were rated by S&P Global Ratings. The current ratings on those bonds are "AA+". The City will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of General Obligation CIP Refunding Bonds.

The CIP Bonds represent the legal authority and the most cost-efficient means of refunding the 2012A GO CIP Bonds, and is expected to yield the lowest possible interest cost while also preserving future prepayment flexibility. In addition, the competitive sale approach described below is consistent with the City's historical debt issuance method, as well as best practices published by the Governmental Finance Officers Association (GFOA).

Method of Sale/Placement:

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City. The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a $2,000,000 offering may receive bids that result in proceeds of $2,040,000 to $2,200,000.

For this issue of Bonds we have been directed to use the net premium to reduce the size of the issue. The resulting adjustments may slightly change the true interest cost of the issue, either up or down.

The amount of premium can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended impacts with respect to debt service payment. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than $10,000,000 in outstanding debt (including this issue) and this issue is over $1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations ("Arbitrage Rules") throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City's specific arbitrage responsibilities will be detailed in the Nonarbitrage Certificate (the "Tax Compliance Document") prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

You have retained Ehlers to assist you with these reports.

Risk Factors:

Current Refunding: The Bonds are being issued to finance a current refunding of prior City debt obligations. Those prior debt obligations are callable on or after December 15, 2021. The new Bonds will not be pre-payable until December 15, 2028.

This refunding is being undertaken based in part on an assumption that the City does not expect to pre-pay off this debt prior to the new call date and that market conditions warrant the refunding at this time.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Taft Stettinius & Hollister LLP

Paying Agent: Bond Trust Services Corporation

Rating Agency: Standard & Poor's Global Ratings (S&P)

Summary:

The decisions to be made by the City Council are as follows:

- Accept or modify the finance assumptions described in this report
- Adopt the resolution attached to this report.

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	August 24, 2021
Due Diligence Call to review Official Statement:	Week of September 13, 2021
Distribute Official Statement:	Week of September 13, 2021
Conference with Rating Agency:	Week of September 13, 2021
City Council Meeting to Award Sale of the Bonds:	September 28, 2021
Estimated Closing Date:	October 19, 2021
Redemption Date for the Obligations Being Refunded:	December 15, 2021

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedule

Estimated Debt Service Comparison

Resolution Authorizing Ehlers to Proceed with Bond Sale

EHLERS' CONTACTS

Stacie Kvilvang, Senior Municipal Advisor	(651) 697-8506
Jason Aarsvold, Senior Municipal Advisor	(651) 697-8512
Keith Dahl, Municipal Advisor	(651) 697-8595
Jen Chapman, Senior Public Finance Analyst	(651) 697-8566
Alicia Gage, Senior Financial Analyst	(651) 697-8551

The Preliminary Official Statement for this financing will be sent to the City Council at their home or email address for review prior to the sale date.

City of Ramsey, Minnesota

$10,700,000 General Obligation CIP Refunding Bonds, Series 201A
Proposed Current Refunding of Series 2012A
Assuming GO Non-BQ "AA+" Market Rates + 15 bps

Sources & Uses

Dated 10/19/2021 | Delivered 10/19/2021

Sources Of Funds

Par Amount of Bonds	$10,700,000.00
Total Sources	**$10,700,000.00**

Uses Of Funds

Total Underwriter's Discount (1.000%)	107,000.00
Costs of Issuance	83,000.00
Deposit to Current Refunding Fund	10,510,000.00
Total Uses	**$10,700,000.00**

City of Ramsey, Minnesota

$10,700,000 General Obligation CIP Refunding Bonds, Series 201A
Proposed Current Refunding of Series 2012A
Assuming GO Non-BQ "AA+" Market Rates + 15 bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/19/2021	-	-	-	-	-
06/15/2022	-	-	64,092.03	64,092.03	-
12/15/2022	980,000.00	0.400%	48,883.75	1,028,883.75	1,092,975.78
06/15/2023	-	-	46,923.75	46,923.75	-
12/15/2023	1,020,000.00	0.500%	46,923.75	1,066,923.75	1,113,847.50
06/15/2024	-	-	44,373.75	44,373.75	-
12/15/2024	1,040,000.00	0.600%	44,373.75	1,084,373.75	1,128,747.50
06/15/2025	-	-	41,253.75	41,253.75	-
12/15/2025	1,065,000.00	0.700%	41,253.75	1,106,253.75	1,147,507.50
06/15/2026	-	-	37,526.25	37,526.25	-
12/15/2026	1,070,000.00	0.800%	37,526.25	1,107,526.25	1,145,052.50
06/15/2027	-	-	33,246.25	33,246.25	-
12/15/2027	1,080,000.00	0.900%	33,246.25	1,113,246.25	1,146,492.50
06/15/2028	-	-	28,386.25	28,386.25	-
12/15/2028	1,090,000.00	1.050%	28,386.25	1,118,386.25	1,146,772.50
06/15/2029	-	-	22,663.75	22,663.75	-
12/15/2029	1,100,000.00	1.250%	22,663.75	1,122,663.75	1,145,327.50
06/15/2030	-	-	15,788.75	15,788.75	-
12/15/2030	1,120,000.00	1.350%	15,788.75	1,135,788.75	1,151,577.50
06/15/2031	-	-	8,228.75	8,228.75	-
12/15/2031	1,135,000.00	1.450%	8,228.75	1,143,228.75	1,151,457.50
Total	**$10,700,000.00**	**-**	**$669,758.28**	**$11,369,758.28**	**-**

Yield Statistics

Bond Year Dollars	$61,754.44
Average Life	5.771 Years
Average Coupon	1.0845507%
Net Interest Cost (NIC)	1.2578176%
True Interest Cost (TIC)	1.2615204%
Bond Yield for Arbitrage Purposes	1.0804394%
All Inclusive Cost (AIC)	1.4037002%

IRS Form 8038

Net Interest Cost	1.0845507%
Weighted Average Maturity	5.771 Years

City of Ramsey, Minnesota

$10,700,000 General Obligation CIP Refunding Bonds, Series 201A
Proposed Current Refunding of Series 2012A
Assuming GO Non-BQ "AA+" Market Rates + 15 bps

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
12/15/2021	-	-	-	-
12/15/2022	1,092,975.78	1,092,975.78	1,199,212.50	106,236.72
12/15/2023	1,113,847.50	1,113,847.50	1,217,962.50	104,115.00
12/15/2024	1,128,747.50	1,128,747.50	1,235,362.50	106,615.00
12/15/2025	1,147,507.50	1,147,507.50	1,251,412.50	103,905.00
12/15/2026	1,145,052.50	1,145,052.50	1,251,112.50	106,060.00
12/15/2027	1,146,492.50	1,146,492.50	1,249,912.50	103,420.00
12/15/2028	1,146,772.50	1,146,772.50	1,252,812.50	106,040.00
12/15/2029	1,145,327.50	1,145,327.50	1,249,662.50	104,335.00
12/15/2030	1,151,577.50	1,151,577.50	1,254,193.76	102,616.26
12/15/2031	1,151,457.50	1,151,457.50	1,256,006.26	104,548.76
Total	**$11,369,758.28**	**$11,369,758.28**	**$12,417,650.02**	**$1,047,891.74**

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 1.080%(Bond Yield).....	989,736.53
Net Present Value Benefit	$989,736.53
Net PV Benefit / $11,689,736.53 PV Refunded Debt Service	8.467%
Net PV Benefit / $10,510,000 Refunded Principal...	9.417%
Net PV Benefit / $10,700,000 Refunding Principal..	9.250%

Refunding Bond Information

Refunding Dated Date	10/19/2021
Refunding Delivery Date	10/19/2021

City of Ramsey, Minnesota

$10,700,000 General Obligation CIP Refunding Bonds, Series 201A
Proposed Current Refunding of Series 2012A
Assuming GO Non-BQ "AA+" Market Rates + 15 bps

Detail Costs Of Issuance

Dated 10/19/2021 | Delivered 10/19/2021

COSTS OF ISSUANCE DETAIL

Municipal Advisor	$45,000.00
Bond Counsel	$18,000.00
Rating Agency Fee	$19,000.00
Miscellaneous	$1,000.00
TOTAL	**$83,000.00**

City of Ramsey, Minnesota

$10,700,000 General Obligation CIP Refunding Bonds, Series 201A
Proposed Current Refunding of Series 2012A
Assuming GO Non-BQ "AA+" Market Rates + 15 bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy
12/15/2021	-	-	-	-	-
12/15/2022	980,000.00	0.400%	112,975.78	1,092,975.78	1,147,624.57
12/15/2023	1,020,000.00	0.500%	93,847.50	1,113,847.50	1,169,539.88
12/15/2024	1,040,000.00	0.600%	88,747.50	1,128,747.50	1,185,184.88
12/15/2025	1,065,000.00	0.700%	82,507.50	1,147,507.50	1,204,882.88
12/15/2026	1,070,000.00	0.800%	75,052.50	1,145,052.50	1,202,305.13
12/15/2027	1,080,000.00	0.900%	66,492.50	1,146,492.50	1,203,817.13
12/15/2028	1,090,000.00	1.050%	56,772.50	1,146,772.50	1,204,111.13
12/15/2029	1,100,000.00	1.250%	45,327.50	1,145,327.50	1,202,593.88
12/15/2030	1,120,000.00	1.350%	31,577.50	1,151,577.50	1,209,156.38
12/15/2031	1,135,000.00	1.450%	16,457.50	1,151,457.50	1,209,030.38
Total	**$10,700,000.00**	**-**	**$669,758.28**	**$11,369,758.28**	**$11,938,246.19**

Significant Dates

Dated	10/19/2021
First Coupon Date	6/15/2022

Yield Statistics

Bond Year Dollars	$61,754.44
Average Life	5.771 Years
Average Coupon	1.0845507%
Net Interest Cost (NIC)	1.2578176%
True Interest Cost (TIC)	1.2615204%
Bond Yield for Arbitrage Purposes	1.0804394%
All Inclusive Cost (AIC)	1.4037002%

IRS Form 8038

Net Interest Cost	1.0845507%
Weighted Average Maturity	5.771 Years

Action Plan

Action	Timeframe	Resources	Key Outcomes and Indicators	Responsible Party
Strategy: Identify and implement operational efficiencies, cost savings and additional funding sources while maintaining and increasing transparency and accountability.				
1. Evaluate current funding source of Pavement Management Program (and history) and determine whether or not to implement a new funding source for Program.	Q3 2021	Budget Impact = High	To bring all options for road funding including those in work session stated by Mayor Kuzma and council member survey, noted on 5/18/21 strategic planning work session as a part of the 22 budget discussion in July and August of 2021. Bring to Council a resolution to end Ordinances 20-11, 20-12, 20-13 as of 12/31/2021. Include regular pavement maintenance in discussion.	Kurt Ulrich
2. Implement a Workflow Tool	2021	Budget Impact = Low	Experienced cost savings as a result of improved workflow. Improved service.	Jason Fredrickson
3. Consider refinancing debt to capitalize on low interest rate	2021	Budget Impact = Medium	Cost savings and debt service.	Diana Lund
4. Consider better social media management platform	Q4 2021	Existing Staff Budget Impact = Low	Simplified and streamlined social media posting process to increase breadth of messaging.	Megan Thorstad/Jason Fredrickson
5. Improve the Employee Union Contract Negotiation Process	Q3 2021	Existing Staff Budget Impact = Low	Improved communication and decision-making conduit with City Council.	Colleen Lasher
6. Consider interactive modules to enhance the customer experience to quickly find information.	Q1 2022	Budget Impact = Medium	Improved interaction with technology to improve customer self-service options.	Jason Fredrickson
Strategy: Promote economic growth and development.				
7. Continue Business Retention and Expansion efforts for retail and industrial.	Ongoing	Existing Staff: Budget Impact = Low	Stable base of local employers, representing the largest opportunity for future growth of jobs and tax base. Increase the number of business visits. Improve the quality and attendance at EDA events. 5,000 square feet of new retail space per year on average. 50,000 square feet of new industrial per year on average.	Sean Sullivan/EDA
8. Consider strategic infrastructure investments to prepare more shovel ready parcels.	Q2 2022	Budget Impact = Medium	Primary Effort = West Armstrong Retail/West Armstrong Industrial Redevelopment Area.	Sean Sullivan/EDA

Councilmember _____ introduced the following resolution and moved its adoption:

RESOLUTION #21-244

RESOLUTION PROVDING FOR THE SALE OF $10,700,000 GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN REFUNDING BONDS SERIES 2021A

A. **WHEREAS**, the City Council of the City of Ramsey, Minnesota has heretofore determined that it is necessary and expedient to issue the City's $10,700,000 General Obligation Capital Improvement Plan Refunding Bonds Series 2021A (the "Bonds"), to finance a current refunding 2012A General Obligation Capital Improvement Plan Bonds in the City; and

B. **WHEREAS**, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.

2. Meeting; Proposal Opening. The City Council shall meet at 7:00 p.m. on September 28, 2021, for the purpose of considering proposals for and awarding the sale of the Bonds.

3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted.

Dated this 24th day of August, 2021.

_____

Mayor

A**TTEST:**

_____

City Clerk

CC Regular Session **7. 3.**

Meeting Date: 08/24/2021

By: Chris Anderson, Community Development

Information

Title:

Consider Resolution 21-229, Comprehensive Plan Amendment to Re-Guide PID #20-32-25-44-0003 from High Density Residential (HDR) to Medium Density Residential (MDR) (Project No. 21-122); Case of Lennar

Purpose/Background:

The City has received an application from Lennar (the "Applicant") for a Comprehensive Plan Amendment (CPA) to re-guide PID #20-32-25-44-0003 (the "Subject Property") from High Density Residential (HDR) to Medium Density Residential (MDR). The Applicant has also submitted a Sketch Plan and, subsequently, a Preliminary Plat for a proposed residential development. The Planning Commission reviewed the Sketch Plan at their July 22, 2021 meeting.

The City Council heard the case on August 10, 2021 and the City Council directed Staff to research if there were additional sites available to reguide at a density of 8+ units/acre.

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.

Time Frame/Observations/Alternatives:

Comprehensive Plan Amendment

The Subject Property is guided as High Density Residential in the 2040 Comprehensive Plan. This designation requires a density range between eight (8) and fifteen (15) units per acre. The Applicant has applied for a Comprehensive Plan Amendment to re-guide the Subject Property from High Density Residential (HDR) to Medium Density Residential (MDR), which allows a density range of four (4) to eight (8) units per acre.

The City can approve a Comprehensive Plan Amendment without an approved/formal subdivision plan for the site, if the City Council wishes to do so. This could be helpful to set plans for and solicit projects, if the vision now differs from what is in the Comprehensive Plan (in this case, High Density Residential).

Both the Planning Commission and Staff see merit in the request to reduce the density from 8 - 15 units per acre to 4 - 8 units per acre. The Subject Property abuts land guided as Rural Developing to the west and north. The project proposes attached townhomes in the southern portion with single family homes (65-foot wide lots) in the north, which provides better transitioning to the existing Rural Developing lots north and west of the Subject Property.

In addition to City Council approval, all Comprehensive Plan Amendments also require Metropolitan Council approval. Staff sent the request to the Metropolitan Council for high level feedback. Initial response from Metropolitan Council Staff indicate that this would create an inconsistency with the Housing Plan and, more specifically, the City would no longer be guiding enough land at sufficient densities for affordable housing. If that were the case, it would jeopardize the City's eligibility for Livable Communities Act (LCA) funding (the City has utilized LCA funding for various projects including Center Street design, River Walk Village site clean up, and Sunwood Drive realignment).

Alternatives:

- Approve the CPA, but identify approximately 28 acres of land elsewhere to re-guide to High Density Residential (HDR).
- Approve the CPA as requested. This would remove the City from the LCA program at this time.
- Do not support the CPA. This would keep the Subject Property guided as HDR, and would render the proposed project ineligible, as it does not meet the required density (8-15 units per acre) for that designation.

Other Potential Sites for High Density Residential

Please note that some of these properties are privately owned and some are owned by the City. Staff has not vetted these through the individual owners.

A few potential sites are in the attached presentation for Council review. If Council is supportive of a re-guidance on one of the sites, Staff would propose to set up a meeting with the Property Owner (if possible) to talk through request and process, and then follow the required public process.

The Comprehensive Plan Amendment could be approved contingent upon successful re-guidance of another 27.5 (or more) acres elsewhere for High Density Residential, which would not delay the current process.

Follow Ups

- If the City is removed from the LCA Program, would any funding need to be refunded to the Metropolitan Council? No.
- How is land in the COR guided? Land is guided in the COR based on the COR Subdistrict Map_6.2 (ramsey.mn.us). The City is given "credit" towards affordable housing allocation (8+ units/acre) based on the midpoint of the expected density range. (This is explained on Page 37 of the Comprehensive Plan here: www.ci.ramsey.mn.us/DocumentCenter/View/3915/Ramsey-2040-Comprehensive-Plan)
- How does the City get back into the LCA Program? By guiding land at sufficient densities for affordability, and meeting all criteria set forth by the Metropolitan Council (e.g. passing a resolution that we support fair housing).

Funding Source:

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

Recommendation:

The Planning Commission recommended approval of the Comprehensive Plan Amendment. At the Council's previous meeting, the Council generally supported the requested Comprehensive Plan Amendment and directed Staff to identify other potential areas to be re-guided as High Density Residential.

Outcome/Action:

Motion to Adopt Resolution #21-229 approving the comprehensive plan amendment contingent upon successful re-guidance of additional acreage at 8+ units/acre.

Attachments

Site Location Map
Aerial View of Property
Future Land Use Exhibit
Current Zoning Exhibit
Proposed Lot Configuration
Draft Planning Commission Meeting Minutes Dated July 22, 2021
Draft Presentation
Resolution 21-229

Form Review

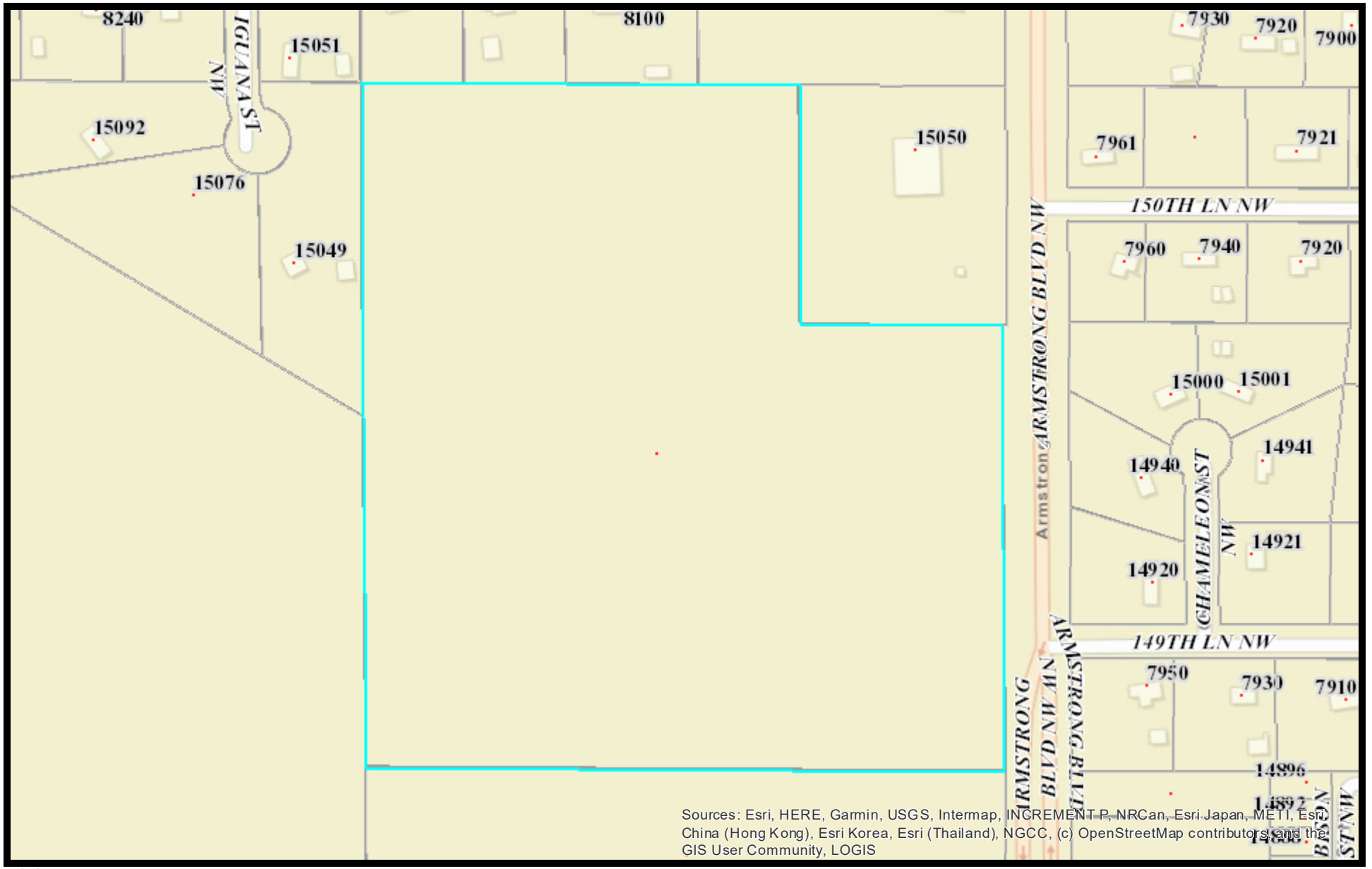
Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	08/19/2021 01:01 PM
Kurt Ulrich	Kurt Ulrich	08/19/2021 02:36 PM

Form Started By: Chloe McGuire Brigl Started On: 08/18/2021 09:45 AM

Final Approval Date: 08/19/2021

20-32-25-44-0003

Site Location Map



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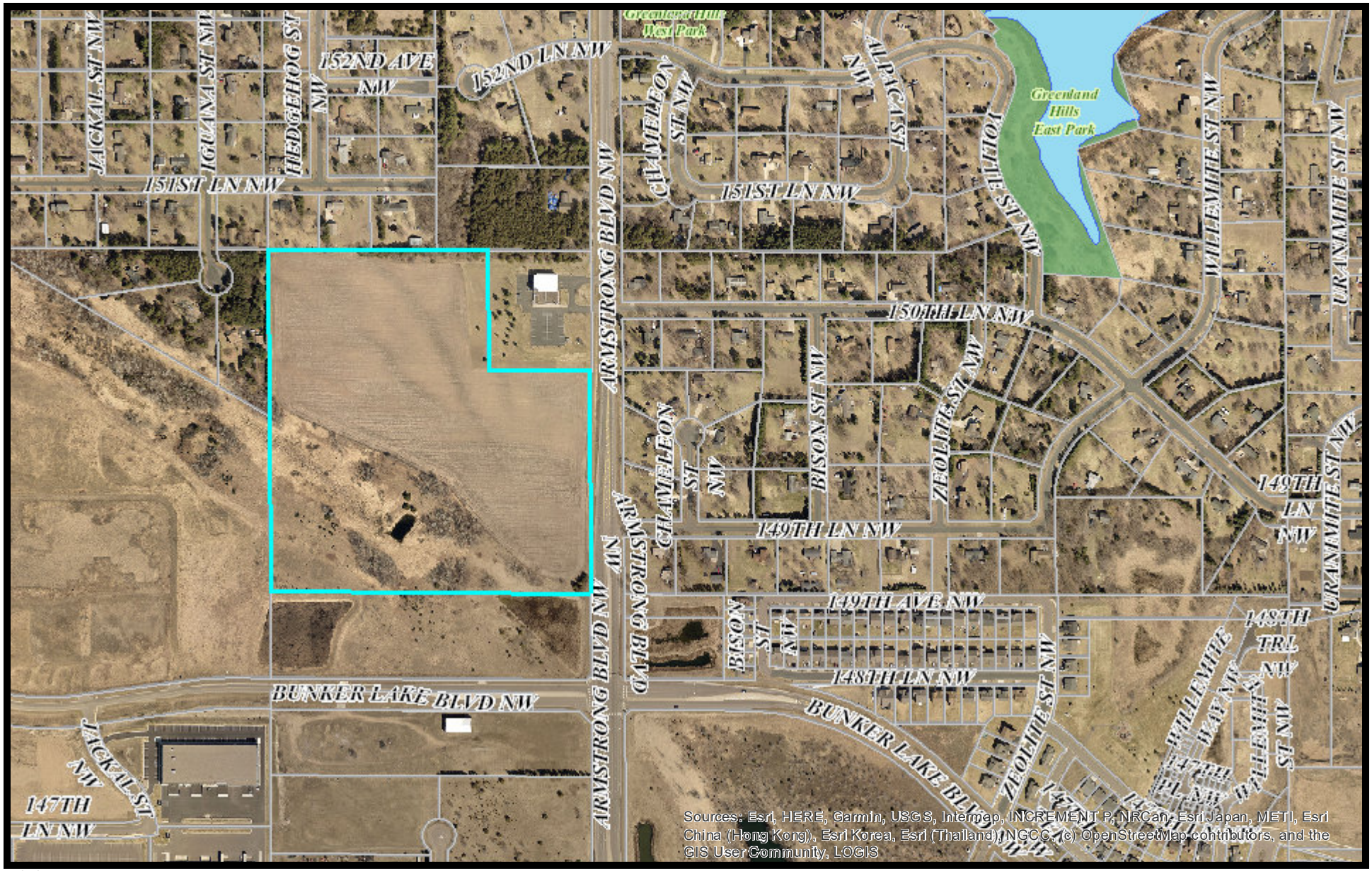

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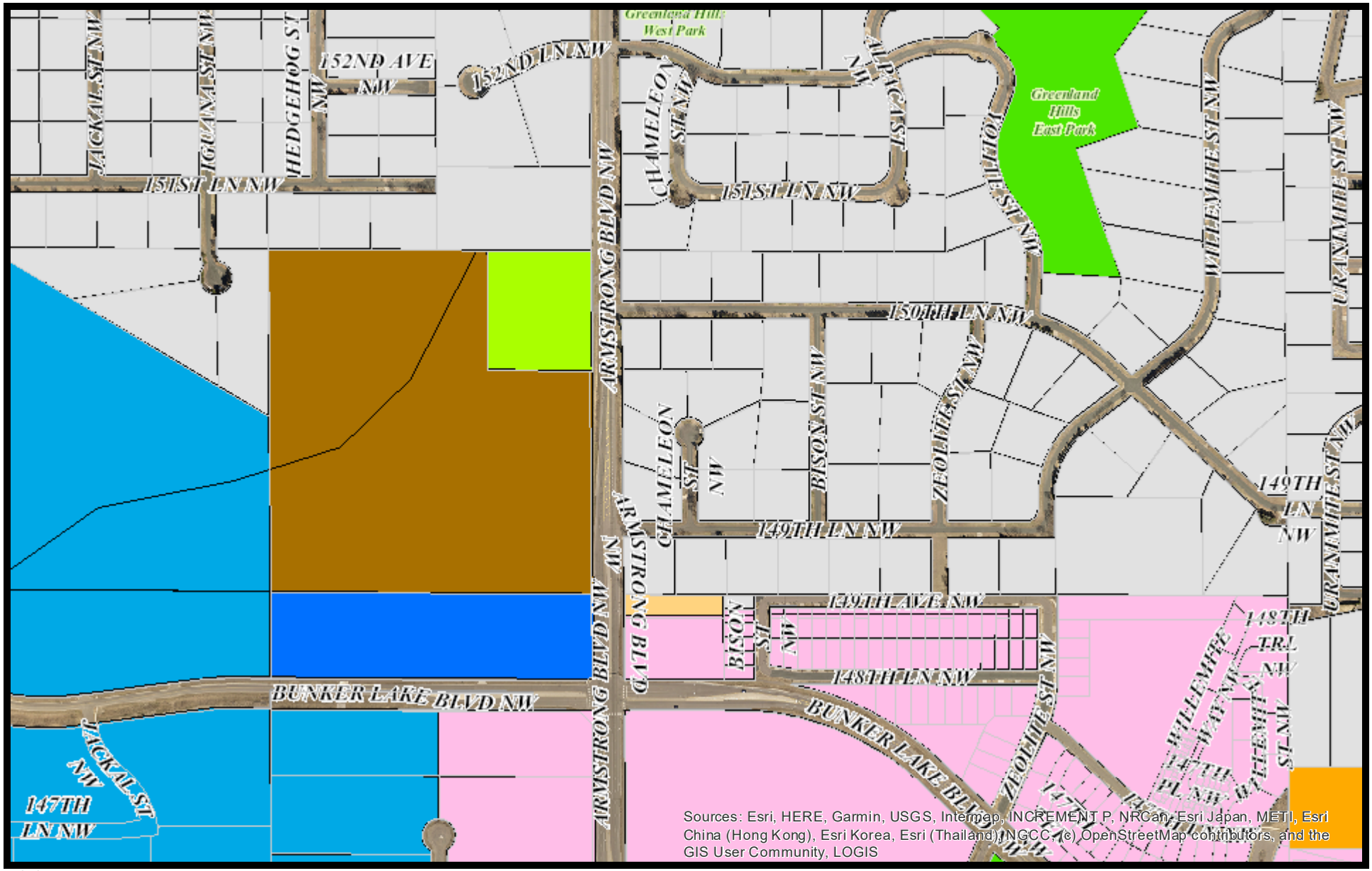

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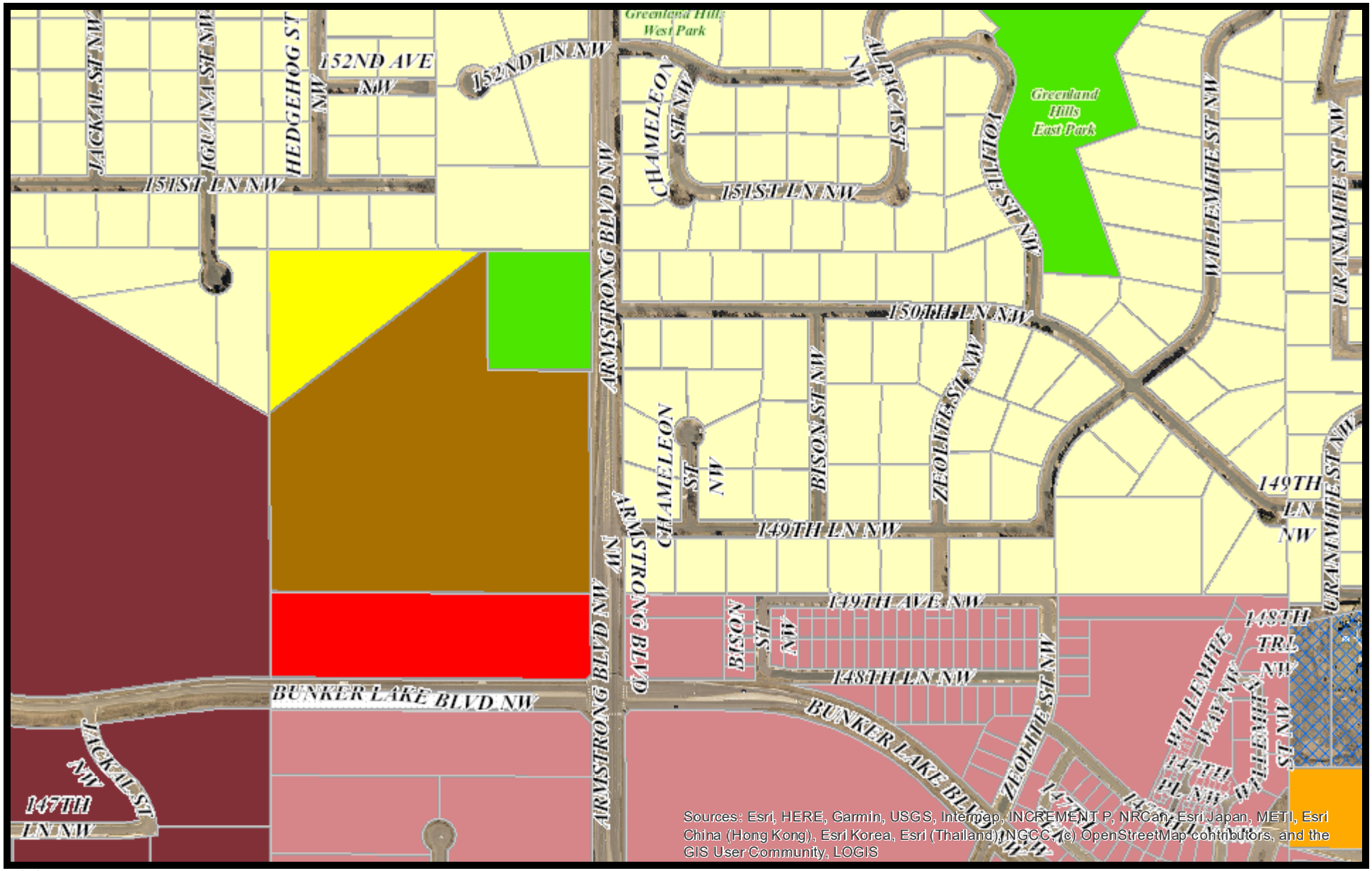


8/4/2021, 8:12:16 AM

0 0.0375 0.075 0.15 0.225 0.3 mi

DESCRIPTION OF PROPERTY SURVEYED

(Per Schedule A of the herein referenced Title Commitment)

The Southeast Quarter of the Southeast Quarter of Section 20, Township 32, Range 25, except the following 3 Exception Parcels, to wit:

EXCEPTION PARCEL 1: The East 466 feet of the North 466 feet thereof;

EXCEPTION PARCEL 2: That part thereof lying within Anoka County Highway Right of Way Plat Number 33, according to the map or plat thereof of record in the office of the Anoka County Recorder:

EXCEPTION PARCEL 3: That part thereof lying within Parcel 1 of Anoka County Highway Right-of-Way Plat No. 74, according to the map or plat thereof of record in the office of the Anoka County Recorder.

(Abstract Property)

ALTA/NSPS OPTIONAL TABLE A NOTES

(The following items reference Table A optional survey responsibilities and specifications)

2) **Site Address**: Unassigned Armstrong Boulevard, Ramsey, Minnesota 55303

3) **Flood Zone Information**: This property appears to lie in Zone X (area determined to be outside of the 0.2% annual chance floodplain) per Flood Insurance Rate Map, Community Panel No. 27003C0280E effective date of December 16, 2015.

4) **Parcel Area Information**: Gross Area: 1,486,411 s.f. ~ 34.123 acres
*We do not affirmatively insure the quantity of acreage set forth in the description

5) **Benchmark**: Elevations are based on Anoka County Benchmark No. 3076 which has an elevation of: 890.186 feet (NAVD88).

6) **Zoning Information**: The current Zoning for the subject property is R-3 (High Density Residential) per the City of Ramsey's zoning map dated January, 2020. The setback, height, and floor space area restrictions for said zoning designation are as follows:

Principal Structure Setbacks - Street(s): 25 feet (Armstrong Boulevard)
Side: 30 feet
Rear: 30 feet
Height: 35 feet
Maximum Lot Coverage: 35 percent of lot area

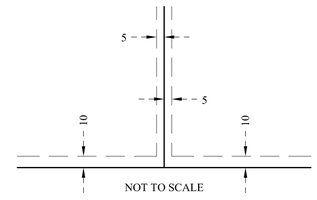
Please note that the zoning information shown hereon may have been amended through a city process. We recommend that a zoning letter be obtained from the Zoning Administrator for the current restrictions for this site. All setback information and hardcover data for planning and design must be verified by all parties involved in the design and planning process.

We have not received the current zoning classification and building setback requirements from the insurer.

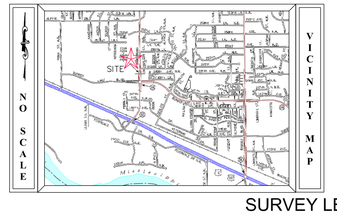
11) **Utilities**: We have shown the location of utilities on the surveyed property by observed evidence only. There may be underground utilities encumbering the subject property we are unaware. Please note that we have not placed a Gopher State One Call for this survey. There may or may not be underground utilities in the mapped area, therefore extreme caution must be exercise before any excavation takes place on or near this site. Also, please note that seasonal conditions may inhibit our ability to visibly observe all the utilities located on the subject property Before digging, you are required by law to notify Gopher State One Call at least 48 hours in advance at 651/454-0002.

18) **Wetland Delineation**: The wetland delineation was not performed at the time of this certification.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining lot lines, unless otherwise indicated, and 10 feet in width and adjoining right of way lines, unless otherwise indicated, as shown on this plat.



Bearings are based on the Anoka County Coordinate System (NAD 83 - 1986 adj.)

80 40 0 40 80 160
SCALE IN FEET

SURVEY LEGEND

- CAST IRON MONUMENT
- IRON PIPE MONUMENT SET
- IRON PIPE MONUMENT FOUND
- DRILL HOLE FOUND
- CHISELED "X" MONUMENT SET
- CHISELED "X" MONUMENT FOUND
- REBAR MONUMENT FOUND
- PK NAIL MONUMENT SET
- PK NAIL MONUMENT FOUND
- PK NAIL W/ ALUMINUM DISC
- SURVEY CONTROL POINT
- A/C UNIT
- CABLE TV PEDESTAL
- ELECTRIC TRANSFORMER
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC OUTLET
- YARD LIGHT
- LIGHT POLE
- FIBER OPTIC MANHOLE
- FIRE DEPT. HOOK UP
- FLAG POLE
- FUEL PUMP
- FUEL TANK
- PROPANE TANK
- GAS METER
- GAS VALVE
- GAS MANHOLE
- GENERATOR
- GUARD POST
- HAND HOLE
- MAIL BOX
- PIEZOMETER
- POWER POLE
- GUY WIRE
- ROOF DRAIN
- LIFT STATION
- SANITARY MANHOLE
- SANITARY CLEANOUT
- STORM MANHOLE
- STORM DRAIN
- CATCH BASIN
- FLARED END SECTION
- TREE CONIFEROUS
- TREE DECIDUOUS
- TREE CONIFEROUS REMOVED
- TREE DECIDUOUS REMOVED
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- UTILITY MANHOLE
- UTILITY PEDESTAL
- UTILITY VAULT
- WATERMAIN MANHOLE
- WATER METER
- WATER SPIGOT
- WELL
- MONITORING WELL
- CURB STOP
- GATE VALVE
- HYDRANT
- IRRIGATION VALVE
- POST INDICATOR VALVE
- SIGN
- SOIL BORING
- WOE WALKOUT ELEVATION
- FFE FIRST FLOOR ELEVATION
- GFE GARAGE FLOOR ELEVATION
- TOF TOP OF FOUNDATION ELEV.
- LOE LOWEST OPENING ELEV.
- CONCRETE
- BITUMINOUS
- BUILDING SETBACK LINE
- CABLE TV
- CONCRETE CURB
- CONTOUR EXISTING
- CONTOUR PROPOSED
- GUARD RAIL
- DRAIN TILE
- ELECTRIC UNDERGROUND
- FENCE
- FIBER OPTIC UNDERGROUND
- GAS UNDERGROUND
- OVERHEAD UTILITY
- TREE LINE
- SANITARY SEWER
- STORM SEWER
- TELEPHONE UNDERGROUND
- RETAINING WALL
- UTILITY UNDERGROUND
- WATERMAIN
- TRAFFIC SIGNAL
- RAILROAD TRACKS
- RAILROAD SIGNAL
- RAILROAD SWITCH
- SATELLITE DISH
- WETLAND BUFFER SIGN

FIELD CREW	NO.	BY	DATE	REVISION
DM AK AK				
DRAWN				
EMW				
CHECKED				
DLS				
DATE				
6-1-21				

USE (INCLUDING COPYING, DISTRIBUTION, AND/OR CONVEYANCE OF INFORMATION) OF THIS PRODUCT IS STRICTLY PROHIBITED WITHOUT SATHRE-BERGQUIST, INC.'s EXPRESS WRITTEN AUTHORIZATION. USE WITHOUT SAID AUTHORIZATION CONSTITUTES AN ILLEGITIMATE USE AND SHALL THEREBY INDEMNIFY SATHRE-BERGQUIST, INC. OF ALL RESPONSIBILITY. SATHRE-BERGQUIST, INC. RESERVES THE RIGHT TO HOLD ANY ILLEGITIMATE USER OR PARTY LEGALLY RESPONSIBLE FOR DAMAGES OR LOSSES RESULTING FROM ILLEGITIMATE USE.

To: U.S. Homes Corporation, a Delaware corporation, InFaith Community Foundation, a Minnesota nonprofit corporation, and First American Title Insurance Company:
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1 - 5, 8, 11, 13 and 18 of Table A thereof. The field work was completed on June 8th, 2021.

Date of Plat or Map: June 16th, 2021

Daniel L. Schmidt

Daniel L. Schmidt, PLS Minnesota License No. 26147

ENGINEERS SURVEYORS DESIGNERS PLANNERS
SATHRE-BERGQUIST, INC.
150 SOUTH BROADWAY WAYZATA, MN. 55391 (952) 476-6000
WWW.SATHRE.COM

TWP:032-RGE.25-SEC.20
Anoka County

RAMSEY, MINNESOTA

PRELIMINARY PLAT
ARMSTRONG TOWNHOMES
PREPARED FOR:
U.S. HOMES CORPORATION

FILE NO. 5401-686

1/2

6.04: Public Hearing: Consider Sketch Plan and Comprehensive Plan Amendment for the Property West and South of Fire Station #1 (Project No. 21-122); Case of U.S. Home Corporation dba Lennar

Public Hearing

Chairperson Bauer called the public hearing to order at 8:35 p.m.

Presentation

City Planner Anderson presented the staff report stating that staff is generally supportive of the Comprehensive Plan Amendment. However, significant revisions to the Sketch Plan seem necessary. Most notably, there is a need to modify the layout to incorporate at least one additional point of access and reducing any proposed cul-de-sac to no more than 600 feet. He stated that a neighboring property owner has indicated having interest in speaking with the applicant and staff provided that connection to facilitate discussions. He noted that could open the opportunity for another access that would eliminate the need for such a long cul-de-sac.

Chairperson Bauer stated that even without that connection perhaps there could be a loop back to avoid the cul-de-sac. He recognized that would require a redesign.

City Planner Anderson stated that if there is not a need for all the greenspace south of the fire station parking lot, the City could look at that option.

Chairperson Bauer noted that there are definitely some options but the proposed layout with the cul-de-sac would be a waste of time.

Commissioner Anderson noted that the properties to the north and west appear to be at least one acre in size.

City Planner Anderson stated that those lots are within the rural developing zoning district but likely existed prior to the 2.5-acre requirement. He confirmed that they are acreage lots on private well and septic.

Senior Planner McGuire Brigl confirmed that the lots to the north are about one acre in size and the lots to the west are about 2.5 acres in size.

Chairperson Bauer noted that there is industrial property to the south and east.

Citizen Input

Joe Jablonski, Lennar, appreciated the opportunity to come before the Commission tonight and obtain feedback. He noted that they have worked a little with staff and wanted to get input and start discussions with the change in the zoning districts. He stated that their question is whether it would be appropriate to change the use to a lower density with townhomes rather than an apartment or higher density use. He stated that if the Commission is not comfortable with that aspect, the

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remainder of the discussion would be unnecessary. He stated that they did resubmit a plan around July 16th that shows a looped road connection. He noted that the looped road maintained the same number of lots and single-family area to maintain the transition. He stated that one of the challenges related to access is that unless you go to the west to get on Armstrong, the roads on the other side of Armstrong do not match up. He stated that there would be opportunity to link some of the private driveways to the fire station area or main road in order to provide additional emergency access.

Chairperson Bauer noted that the 2040 Comprehensive Plan was recently completed and showed this property as high density. He stated that it seems logical to change the property to medium density.

Commissioner VanScoy commented that he agrees that it would make more sense and provide a better transition.

Chairperson Bauer confirmed the consensus of the Commission to support the change in density.

Commissioner Anderson commented that buffering would be mandatory along the north and west because of the size of the adjacent existing lots.

Mr. Jablonski asked for clarification on the required buffering.

City Planner Anderson stated that staff has not initiated review of the updated drawing with the looped road. He stated that there are multiple options that could be applied for density transitioning, but landscaping is usually the chosen option and provided additional details.

Chairperson Bauer asked for input on the lot width.

Commissioner Walker stated that he would reserve his opinion until he hears input from the residents that live adjacent to the subject property.

Commissioner Anderson stated that the Commission has received input on this type of transition in the past. He noted that in the other instance the residents were acceptable to the 65-foot lot width adjacent to the existing lots with the appropriate density transition which included a berm corridor and landscaping.

Chairperson Bauer stated that in that case there were sketches provided with an open house worksession where neighbors could come in to review the plans and provide comments. He stated that through those discussions there was a compromise reached between the developer and neighbors. He suggested that the developer follow a similar path in order to gain input and support from the neighboring property owners.

Commissioner Anderson stated that he is still against even the looped plan. He stated that the City has problems with developers presenting a nice plat that only has one way in. He stated that although the fire department would have access, he would be concerned with how residents could get out of the development if there is an incident. He noted that he would be more in favor of the

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plan if there is a second access. He stated that he does not mind the mix of density as long as transitioning is provided but is against the long cul-de-sac.

Mr. Jablonski stated that this property is challenging because of its shape. He stated that they have communicated with the neighbor but first attempted to work with just the subject property and are not aware of what may or may not come from discussions with other property owners. He noted that they also want to be cautious about forcing additional traffic through a rural area. He stated that there are no roads that align on the other side of Armstrong because of the fire station and therefore it would be a challenge to provide an in and out access without acquiring more property.

Commissioner VanScoy stated that ideally it would be nice if the City could work with the applicant on this as the ideal situation would be to have access through the City property. He asked if there has been conversation about that concept.

City Planner Anderson stated that staff will be meeting to determine whether that would be viable. He believed that the existing septic drain field may be in that location, but perhaps the City could connect to municipal services which would eliminate the need for a drain field.

Commissioner VanScoy stated that he fully supports that concept. He stated that if the City could support this development, it would be a nice solution.

Chairperson Bauer stated that based upon input received in previous discussions, people are generally opposed to bringing additional traffic through existing residential neighborhoods.

Councilmember Woestehoff stated that the Public Works Committee recently reviewed a request to repave the fire station parking lot and confirmed that the drain field is located in that area being discussed.

Senior Planner McGuire Brigl commented that there was a public workshop on a similar case with attached townhome products in 2018 and the feedback was shared with Lennar prior to developing their design. She highlighted the comment themes received in 2018.

Commissioner Dunaway asked the challenges to having a second access on Armstrong.

Senior Planner McGuire Brigl commented that Anoka County has to permit additional access points and would likely only permit one access for the property.

Commissioner Dunaway commented that a lot of time and energy was spent discussing a nine-lot subdivision with a long cul-de-sac and the property had one access. He stated that he would not be comfortable with this many homes in a development with only one access, as there would be over 100 homes in this development.

City Planner Anderson replied that formal response has not yet been received from Anoka County. He stated that staff would attempt to work with the County to say that a viable second point of access is needed because of the concerns of staff and the Commission. He recognized that it would be difficult to match the roads on the other side of Armstrong.

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Commissioner Walker referenced the looped road concept and stated that he understands the concern with a long cul-de-sac and one entrance into the development. He asked if there would be a way to come down next to outlot B and make it longer to have two lanes going in and out from Armstrong.

Commissioner Anderson stated that perhaps a service road goes in front of the fire station that connects to the development street to provide that additional connection for safety.

Chairperson Bauer provided a scenario in which a truck is coming south on Armstrong and someone coming out of the development hits the truck and that blocks the roadway to the development.

Commissioner Anderson stated that perhaps there is a possibility to connect to 151st. He recognized that would connect a higher density area with an existing lower density area and that those existing residents probably would not like that. He stated that there are other possibilities that could be considered.

Mr. Jablonski thanked the Commission for its input.

Kyle Swenson, 15049 Iguana, stated that he attended the public meetings in 2018. He stated he realizes that if he wanted control over the property, he would need to purchase it. He appreciated the input of the Commission related to density transitioning. He stated that he has appreciated the wooded area and private feel of his property. He stated that his family and the area have enjoyed the property in its current state and the wildlife that uses the area. He stated that he appreciates this plan much more than the proposal from 2018. He stated that he likes the idea of a berm for transitioning. He noted that his property is 2.5 acres, and they ride four wheelers and use their yard and do not want to cause issues with the residents that will move into the new homes. He stated that he is always concerned with a brand-new development making the existing homes that were constructed in 1987. He believed that the berm would help to provide a separation between the new and older homes. He stated that he would prefer to have single family homes on the exterior of the development. He again stressed that he would like to see a transition berm as that would help to buffer noise and sight between the developments. He stated that perhaps there can be a maintenance agreement to ensure the ponds are continually maintained as well.

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

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

Chairperson Bauer closed the public hearing closed at 9:16 p.m.

Commission Business

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Chairperson Bauer noted that there has been input to the developer on their proposal. He noted that the first action that would be necessary would be related to the Comprehensive Plan amendment.

Motion by Commissioner VanScoy, seconded by Commissioner Peters, to recommend that City Council approval of the Comprehensive Plan Amendment and forward the request to the Metropolitan Council for consideration.

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

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Lennar Firestation Site Lynwood Comprehensive Plan Amendment

Comprehensive Plan Amendment

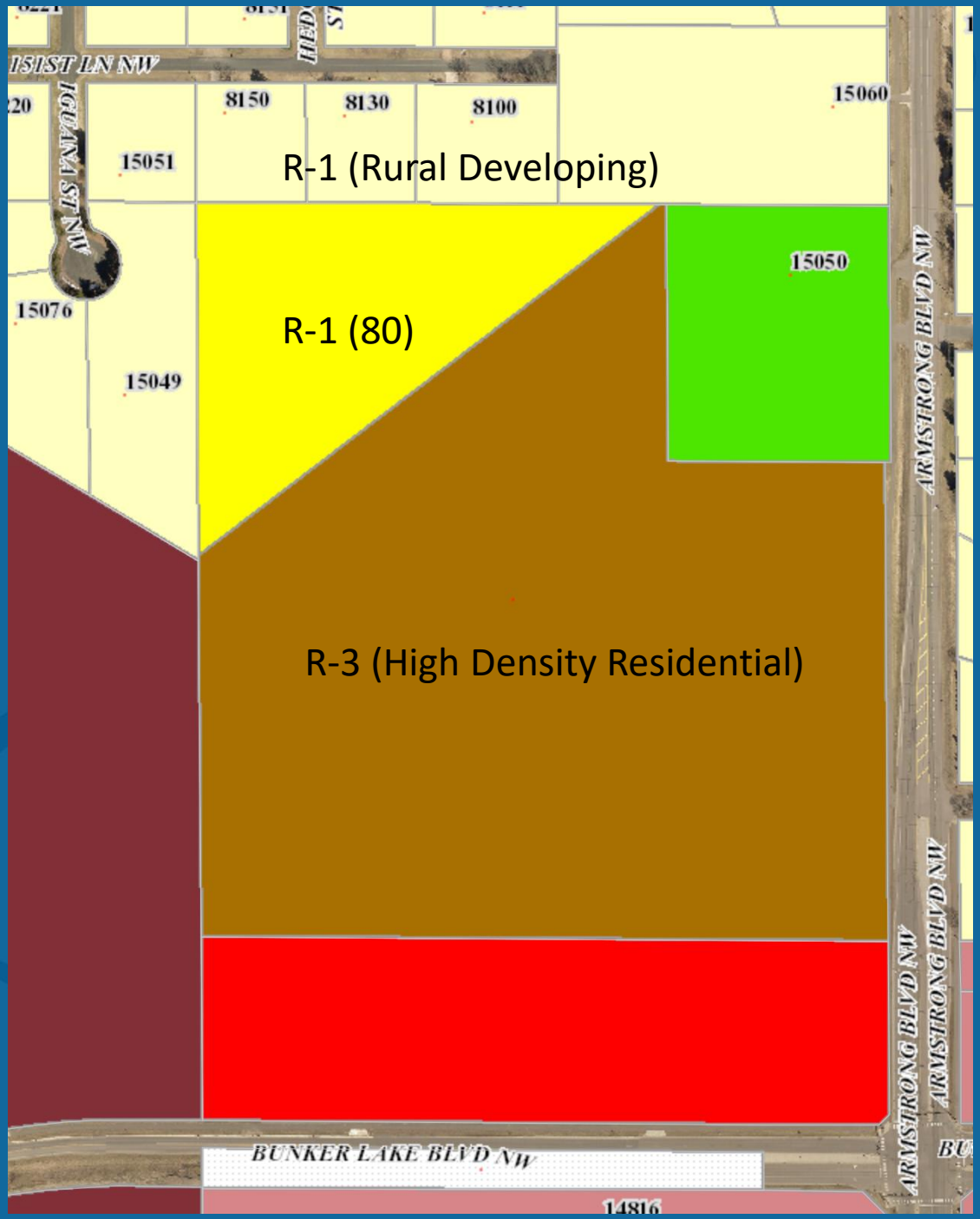
City of RAMSEY

SITE

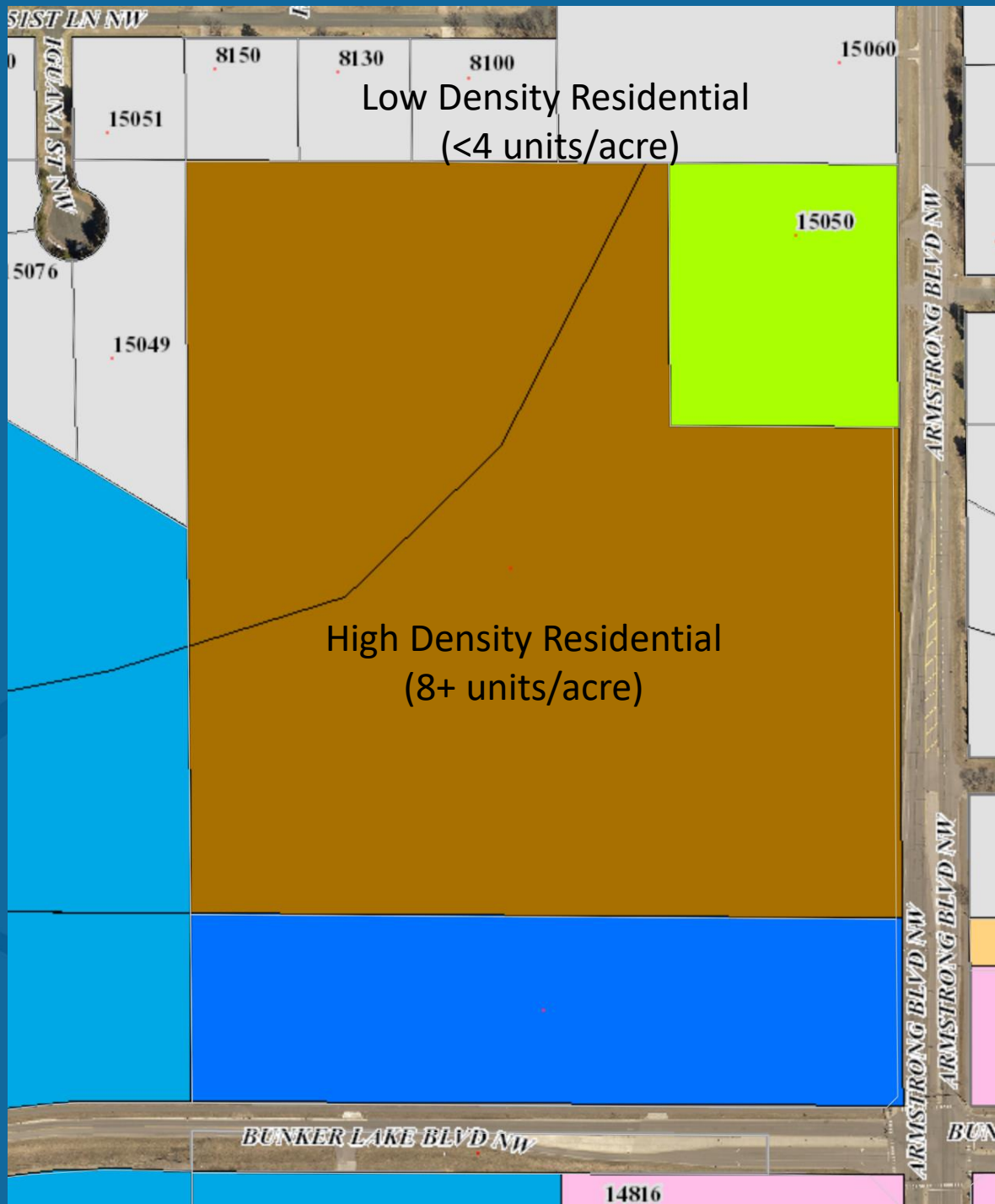
151ST LN NW
8150
8130
8100
15060
15051
15050
15076
15049
35 Acres
ARMSTRONG BLVD NW
BUNKER LAKE BLVD NW

Zoning

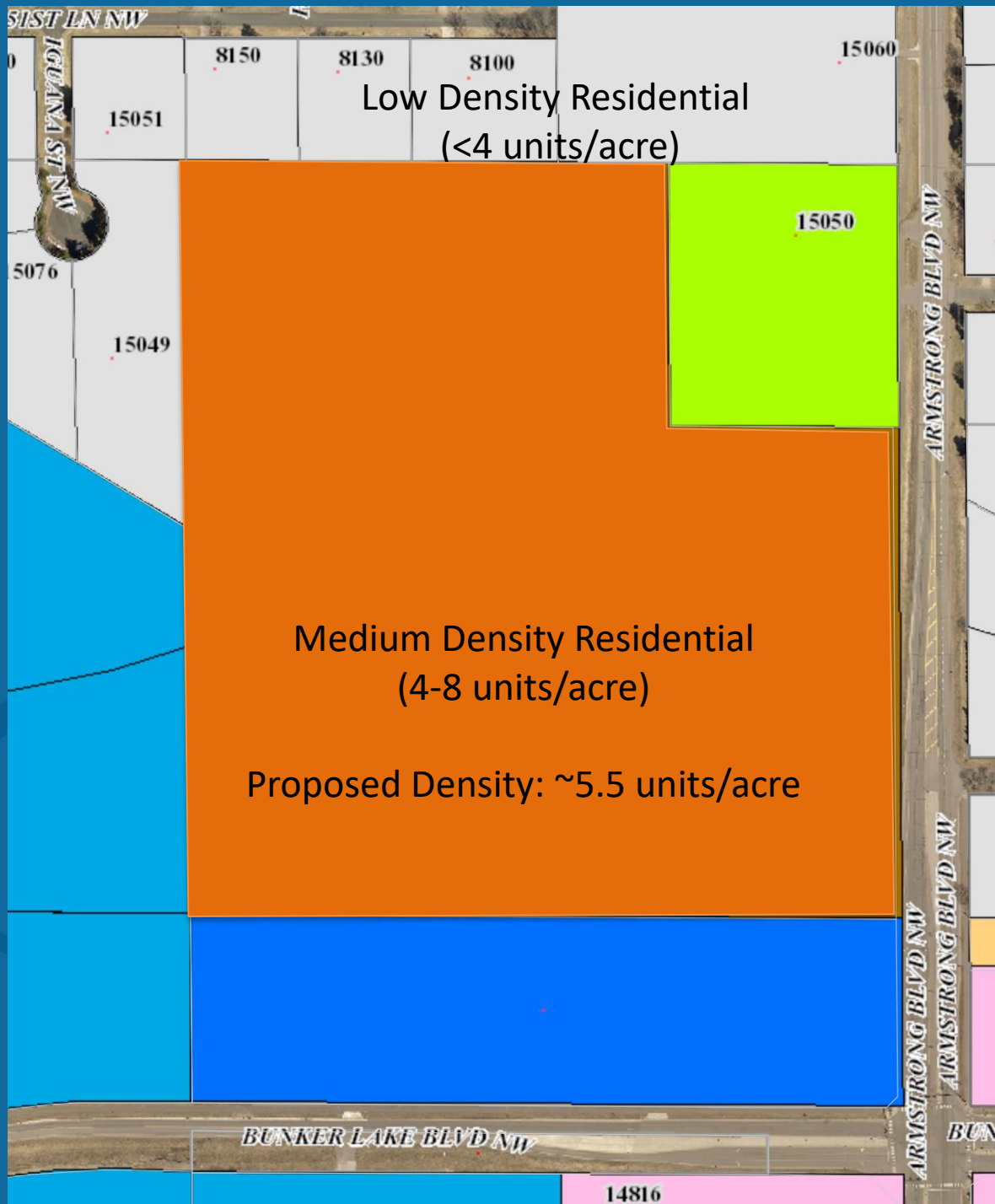
Note: Applicant has officially submitted a rezoning request as well, which will be heard at 8/26 Planning Commission meeting.



Future Land Use 2040



Proposed Change to Future Land Use (2040)



Council Direction

- See if there is an additional 28 acres that could be re-guided as high density residential (HDR) to keep

Staff Research Process

- Sites next to existing residential
- Vacant land (or land likely to redevelop)
- Sites that could be rezoned for R-3 without spot zoning issues (e.g. don’t want R-3 in middle of industrial district)

Potential Sites

Site 1: 7.2 Acres

- Privately Owned
- Have had requests from owner for residential onsite (in past, medium density)
- Next to Suite Living and townhomes
- Apartment building could be a good transition
- Identified as high quality commercial site
- Have recently been firm in direction for commercial on this site

Potential Sites

Site 2: 14.5 Acres

- Privately Owned "Diamonds Site"
- Next to large regional park, so apartment building could be a nice complimentary use
- Not directly adjacent to Highway 10, which we may want to reserve for commercial
- Have had requests on this site recently

Potential Sites

Site 2: 7.3 Acres

- Privately Owned
- Adjacent to Links at Northfork and City Boundary with Elk River and Existing Residential and Industrial
- Could be a nice transition from low density residential to industrial
- Smaller site split with Elk River could be challenging build
- Have had requests for dense housing here in past

Follow Ups

How is the COR guided? And how is it calculated towards this HDR number?

- COR Master Plan has been approved by the Metropolitan Council. Only areas guided for 8 units/acre+ (HDR) counts towards affordable levels. The COR is anticipated to develop from 15 – 75 units/acre, so the midpoint calculation of 45 units/acre is used.
- Areas planned for residential/commercial can be found here: http://www.ci.ramsey.mn.us/DocumentCenter/View/76/COR-Subdistrict-Map-PDF?bidId

Does this impact any existing project funding? Is payback required?

- No payback required.

How do we get back in the program if we leave?

- Meet all requirements of program, including density minimums and other housing goals.

Alternatives

- Approve Comprehensive Plan Amendment as-is
  - Next meeting: Formal adoption of change
  - Loss of LCA Funding
    - Work with Metropolitan Council in next two weeks to determine if change impacts existing grants
- Approve Comprehensive Plan Amendment and direct Staff to research alternative sites (approximately 28 acres) to re-guide at 8+ units/acre
  - Next meeting(s): Council would approve two CPAs
  - Maintain LCA Funding
- Deny Comprehensive Plan Amendment
  - Next meeting: Formal denial and direct Applicant to revise plan at 8+ units per acre with single family homes adjacent to existing residential
  - Maintain LCA Funding

Recommendation

- Approve Comprehensive Plan Amendment
  - Contingent upon successful reguidance of at least 27.5 acres of land to High Density Residential elsewhere in the City (non-standard contingency)
  - Contingent upon mix of housing types on the property, with low density residential (80 foot wide lots) on the north and western shared property lines (non-standard contingency)
  - Contingent upon Metropolitan Council approval (standard contingency)
  - Contingent upon successful rezoning (standard contingency)

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

RESOLUTION #21-229

A RESOLUTION IDENTIFYING FINDINGS, APPROVING A COMPRHENSIVE PLAN AMENDMENT CONTINGENT UPON METROPOLITAN COUNCIL APPROVAL, TO AMEND LAND USE DESIGNATION ON THE SUBJECT PROPERTY FROM HIGH DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL, AND AUTHORIZING CITY STAFF TO SUBMIT AN APPLICATION TO THE METROPOLITAN COUNCIL FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN

WHEREAS, U.S Home Corporation (dba Lennar), hereinafter referred to as "Applicant", properly applied to the City of Ramsey (the "City") requesting an amendment to the Comprehensive Plan to amend the future land use designation of the subject parcel from High Density Residential to Medium Density Residential. This change is for the following legally described property:

> The southeast ¼ of the southeast ¼ of Section 20 Township 32 Range 25 except the east 466 feet of the north 466 feet thereof, except road, subject to easements of record
>
> (the "Subject Property")

WHEREAS, the 2040 Comprehensive Plan guides the Subject Property as High Density Residential; and

WHEREAS, the Applicant is requesting that the designated land use be revised to Medium Density Residential to accommodate a proposed residential subdivision; and

WHEREAS, the properties to the north, west and east (across Armstrong Boulevard) of the Subject Property are designated as Rural Developing in the 2040 Comprehensive Plan; and

WHEREAS, the Applicant has submitted a request for a Zoning Amendment to rezone the Subject Property from R-1 Residential (MUSA - 80) and R-3 Residential (High Density) to R-1 Residential (MUSA – 65) and R-2 Residential (Medium Density); and

WHEREAS, the Ramsey Planning Commission met on July 22, 2021, conducted a public hearing, and considered the Applicant's request for a Comprehensive Plan Amendment.

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

1) That the Ramsey City Council hereby approves the request for a land use designation change from High Density Residential to Medium Density Residential, contingent upon:

a. Successful rezoning of the portions of the property currently zoned R-3 High Density Residential to R-2 Medium Density Residential and approval of a Preliminary Plat.
b. Any future project maintaining low-density residential (80 foot wide lots) along the north and west property lines, which are shared property lines with Rural Developing lots, which meets the City's goals of maintaining rural character and urban growth.
c. Successful re-guidance of at least 27.5 acres of land to High Density Residential to off-set the approved change and maintain membership in the Metropolitan Council LCA Program.
d. Successful approval by the Metropolitan Council (noted in items 2 – 3 below).

2) That the Ramsey City Council hereby authorizes City Staff to submit the necessary documentation to Metropolitan Council for an amendment to the 2040 Comprehensive Plan to change the land use designation of the Subject Property to Medium Density Residential.

3) That this land use change shall become effective concurrent with the City's receipt of notification of approval from Metropolitan Council.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 24 day of August, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **7. 4.**

Meeting Date: 08/24/2021

Submitted For: Grant Riemer, Engineering/Public Works

By: Grant Riemer, Engineering/Public Works

Information

Title:

Revised Quote on Used Sweeper/Scrubber for the New PW Facility

Purpose/Background:

Purpose/Background:
The purpose of this case is to seek authorization to purchase a used floor sweeper/scrubber for the new PW Facility. At the August 10th council meeting, staff requested authorization to purchase a new floor sweeper/scrubber through the State Contract at the price of $ 62,640.66. Council rejected staff recommendation and suggested looking at used equipment with a not to exceed price of $43,000.00

Notification:

N/A

Time Frame/Observations/Alternatives:

10 minutes
Staff searched the internet for used equipment and found several units under $43,000.00, but most were out of state and were sold "as is" with no warranty coverage. Staff contacted the local Tennant sales representative and located a 2014 machine with 1148 hours that was recently traded-in and is currently going through the factory refurbishing process. This unit comes with a limited warranty of 9 months on parts and 90 days on labor. The asking price is slightly higher that the council authorized not to exceed price, but at $44,550.00 staff feels this is the highest quality, used machine, we will find in that price range. Also, this is a local machine, so there won't be any shipping charges.

Funding Source:

PW Facility Contingency Fund

Recommendation:

Staff recommends purchase of a used Tennant M20 sweeper/scrubber at the quoted price of $44,550.00

Outcome/Action:

Motion to Council to authorize staff to purchase a used Tennant M20 sweeper at the quoted price og $44,550.00

Attachments

Sales Quote

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/18/2021 04:51 PM
Form Started By: Grant Riemer		Started On: 08/17/2021 09:24 AM
Final Approval Date: 08/18/2021		

SALES ORDER FORM

Date August 17, 2021

Company Name
City of Ramsey

Tennant Customer Number
5136355

Requested Delivery Date

Billing Address
7550 Sunwood Drive NW
Ramsey MN 55303

Buyer Name Shane Turner
Phone 763-286-0294

Customer Purchase Order Number
(Please Attach a Copy)

Ship to Address (street address only) (customer final destination)

Ship to Contact
Phone

Shipping Instructions:
Customer Preferred Routing

☐ Collect ☐ Prepaid and Add

Truck Dock Available for Delivery
☐ Yes ☐ No

Other Instructions:

Intermediate Shipping Point (for pick up and delivery to final destination)

Attention
Phone

NEW☐ DEMO☐ RECONDITIONED☐	QUANTITY	MODEL # AND SERIAl #		UNIT PRICE
EXT. PRICE	1	M20-6491		$ 49,500.00

QUANTITY	PART NUMBER	DESCRIPTION		UNIT PRICE
M20-6491	Year 2014	1148 Hours, LP Mitsubishi Engine		
	Warranty 9 Months	54 inch scrub path with side brush		$ -
	Parts 90 day labor			$ -
				$ -
		ec-H2O; electrically converts water so you can		$ -
		New Water Solenoid, Oil Change, Drain and Vac		$ -
		New Battery, Floor Mats, Traction Tire, Idler		$ -
		New Filters, Brush Motors, Idler Assembly, Paint		$ -
		New Rear SQ Assembly		$ -
				$ -
				$ -
			Discount 10%	$ 4,950.00
		FREIGHT CHARGES		$ -
		Tax (If exempt, tax certificate is required)		$ -
			TOTAL PRICE	$ 44,550.00

Terms and Conditions:
All orders subject to acceptance by Tennant Company, Minneapolis, Minnesota.
Prices subject to change without notice.

Terms: Net 30 days. Subject to any applicable taxes.
Freight: Machines and accessory orders delivered FOB shipping point ppd & add.

x _____
Authorized Buyer Signature

_____
Authorized Name (please print)

_____
Tennant Representative

_____
Phone Number

CC Regular Session **7. 5.**

Meeting Date: 08/24/2021

By: Bria Raines, Community Development

Information

Title

Adopt Ordinance #21-13 Amending City Code Section 105-142 to add 2021 International Property Maintenance Code

Purpose/Background:

Ordinance #21-13 amends Section 105-142 to adopt current international building and property maintenance standards in the City of Ramsey, while eliminating reference to the previous International Property Maintenance Code from 2006. The 2021 International Property Maintenance Code is the current building regulation standards in the City of Ramsey. This would update the City's Code references to currently available documents, and make both building permit and code enforcement regulations easier and more streamlined. This change is minor and more administrative in nature.

Notification:

No notifications required.

Observations/Alternatives:

Ramsey City Code Section 105-142 adopted 2006 International Property Maintenance Code. The 2021 International Property Maintenance Code has recently been published and City Staff would like to update the Code to enforce the revised standards. The International Property Maintenance Code are a set of standards used widely.

Funding Source:

Staff is handling this as part of normal duties.

Recommendation:

The City Council introduced Ordinance #21-13 on June 22, 2021, and Staff recommends adoption of the ordinance at this time.

Action:

Motion to adopt Ordinance #21-13 Amending the International Property Maintenance Code for City Code Section 105-142.

Attachments

Ordinance #21-13

2021 International Property Maintenance Code

6/22/2021 City Council Minutes

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	08/19/2021 10:38 AM
Kurt Ulrich	Kurt Ulrich	08/19/2021 11:22 AM
Form Started By: Bria Raines		Started On: 08/06/2021 02:53 PM

Final Approval Date: 08/19/2021

ORDINANCE #21-13

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE AMENDING SECTION 105-142 (ADOPTION OF 2006 INTERNATIONAL PROPERTY MAINTENANCE CODE), OF CHAPTER 10, ARTICLE V (PROPERTY MAINTENANCE CODE), AND SECTION OF THE CITY CODE OF RAMSEY, MINNESOTA.

SECTION 1. AUTHORITY

This ordinance is adopted pursuant to and under the authority of the City Charter of the City of Ramsey.

SECTION 2. AMENDMENT TO CITY CODE SECTION 105-142

The current City Code Section 105-142 is revised as follows (additions indicated by underline, deletions indicated by strikethrough):

Sec. 105-142. – Adopted.

The ~~2006~~ 2021 International Property Maintenance Code, as published by the International Code Council, Inc., is hereby adopted by reference.

State Law reference— Adoption by reference, Minn. Stats. § 471.62.

SECTION 4. EFFECTIVE DATE

This ordinance becomes effective 30 days after its passage and publication, subject to City Charter Section 5.04.

SECTION 5. SUMMARY

The following official summary of Ordinance #21-13 has been approved by the City Council of the City of Ramsey as clearly informing the public of the intent and effect of the Ordinance.

Ordinance #21-13 amends Section 105-142 to adopt current international building and property maintenance standards in the City of Ramsey, while eliminating reference to the previous International Property Maintenance Code. The 2021 International Property Maintenance Code is the current building regulation standards in the City of Ramsey.

PASSED by the City Council of the City of Ramsey, Minnesota the _____ day of_____, 2021.

_____
Mayor

ATTEST:

_____
City Administrator

Introduction date: 6/22/2021
Posting dates:
Adoption date:
Publication date:
Effective date:

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2021 International Property Maintenance Code®

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PREFACE

Introduction

The *International Property Maintenance Code*® (IPMC®) establishes minimum requirements for the maintenance of existing buildings through model code regulations that contain clear and specific property maintenance and property improvement provisions. This 2021 edition is fully compatible with all of the International Codes® (I-Codes®) published by the International Code Council® (ICC®), including the *International Building Code*® (IBC®), *International Energy Conservation Code*® (IECC®), *International Existing Building Code*® (IEBC®), *International Fire Code*® (IFC®), *International Fuel Gas Code*® (IFGC®), *International Green Construction Code*® (IgCC®), *International Mechanical Code*® (IMC®), *International Plumbing Code*® (IPC®), *International Private Sewage Disposal Code*® (IPSDC®), *International Residential Code*® (IRC®), *International Swimming Pool and Spa Code*® (ISPSC®), *International Wildland-Urban Interface Code*® (IWUIC®), *International Zoning Code*® (IZC®) and *International Code Council Performance Code*® (ICCPC®).

The I-Codes, including the IPMC, are used in a variety of ways in both the public and private sectors. Most industry professionals are familiar with the I-Codes as the basis of laws and regulations in communities across the US and in other countries. However, the impact of the codes extends well beyond the regulatory arena, as they are used in a variety of nonregulatory settings, including:

- Voluntary compliance programs such as those promoting sustainability, energy efficiency and disaster resistance.
- The insurance industry, to estimate and manage risk, and as a tool in underwriting and rate decisions.
- Certification and credentialing of individuals involved in the fields of building design, construction and safety.
- Certification of building and construction-related products.
- US federal agencies, to guide construction in an array of government-owned properties.
- Facilities management.
- "Best practices" benchmarks for designers and builders, including those who are engaged in projects in jurisdictions that do not have a formal regulatory system or a governmental enforcement mechanism.
- College, university and professional school textbooks and curricula.
- Reference works related to building design and construction.

In addition to the codes themselves, the code development process brings together building professionals on a regular basis. It provides an international forum for discussion and deliberation about building design, construction methods, safety, performance requirements, technological advances and innovative products.

Development

This 2021 edition presents the code as originally issued, with changes reflected in the 2003 through 2018 editions and with further changes developed through the ICC Code Development Process through 2019. A new edition of the code is promulgated every 3 years.

This code is intended to establish provisions that adequately protect public health, safety and welfare and that neither unnecessarily increase construction costs nor give preferential treatment to particular types or classes of materials, products or methods of construction.

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Maintenance

The *International Property Maintenance Code* is kept up to date through the review of proposed changes submitted by code enforcement officials, industry representatives, design professionals and other interested parties. Proposed changes are carefully considered through an open code development process in which all interested and affected parties may participate.

The ICC Code Development Process reflects principles of openness, transparency, balance, due process and consensus, the principles embodied in OMB Circular A-119, which governs the federal government's use of private-sector standards. The ICC process is open to anyone; there is no cost to participate, and people can participate without travel cost through the ICC's cloud-based app, cdpAccess®. A broad cross section of interests are represented in the ICC Code Development Process. The codes, which are updated regularly, include safeguards that allow for emergency action when required for health and safety reasons.

In order to ensure that organizations with a direct and material interest in the codes have a voice in the process, the ICC has developed partnerships with key industry segments that support the ICC's important public safety mission. Some code development committee members were nominated by the following industry partners and approved by the ICC Board:

- American Institute of Architects (AIA)
- National Association of Home Builders (NAHB)

The code development committees evaluate and make recommendations regarding proposed changes to the codes. Their recommendations are then subject to public comment and council-wide votes. The ICC's governmental members–public safety officials who have no financial or business interest in the outcome–cast the final votes on proposed changes.

The contents of this work are subject to change through the code development cycles and by any governmental entity that enacts the code into law. For more information regarding the code development process, contact the Codes and Standards Development Department of the ICC.

While the I-Code development procedure is thorough and comprehensive, the ICC, its members and those participating in the development of the codes disclaim any liability resulting from the publication or use of the I-Codes, or from compliance or noncompliance with their provisions. The ICC does not have the power or authority to police or enforce compliance with the contents of this code.

Code Development Committee Responsibilities (Letter Designations in Front of Section Numbers)

In each code development cycle, proposed changes to this code are considered at the Code Development Hearings by the International Property Maintenance/Zoning Code Development Committee, whose action constitutes a recommendation to the voting membership for final action on the proposed changes. Proposed changes to a code section having a number beginning with a letter in brackets are considered by a different code development committee. For example, proposed changes to code sections that have the letter [F] in front of them (e.g., [F] 704.1) are considered by the International Fire Code Development Committee at the Committee Action Hearing.

The content of sections in this code that begin with a letter designation is maintained by another code development committee in accordance with the following:

[A] = Administrative Code Development Committee;

[F] = International Fire Code Development Committee;

[P] = International Plumbing Code Development Committee;

[BE] = IBC–Egress Code Development Committee; and

[BG] = IBC–General Code Development Committee.

For the development of the 2024 edition of the I-Codes, there will be two groups of code development committees and they will meet in separate years, as shown in the following Code Development Hearings Table.

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Code change proposals submitted for code sections that have a letter designation in front of them will be heard by the respective committee responsible for such code sections. Because different committees hold Committee Action Hearings in different years, proposals for the IPMC will be heard by committees in both the 2021 (Group A) and the 2022 (Group B) code development cycles.

For instance, every section of Chapter 1 of this code is designated as the responsibility of the Administrative Code Development Committee, which is part of the Group B portion of the hearings. This committee will hold its Committee Action Hearings in 2022 to consider code change proposals for Chapter 1 of all I-Codes except the IECC, IRC and IgCC. Therefore, any proposals received for Chapter 1 of this code will be assigned to the Administrative Code Development Committee for consideration in 2022.

It is very important that anyone submitting code change proposals understands which code development committee is responsible for the section of the code that is the subject of the code change proposal. For further information on the Code Development Committee responsibilities, please visit the ICC website at www.iccsafe.org/current-code-development-cycle.

CODE DEVELOPMENT HEARINGS

Group A Codes (Heard in 2021, Code Change Proposals Deadline: January 11, 2021)	Group B Codes (Heard in 2022, Code Change Proposals Deadline: January 10, 2022)
International Building Code– Egress (Chapters 10, 11, Appendix E) – Fire Safety (Chapters 7, 8, 9, 14, 26) – General (Chapters 2–6, 12, 27–33, Appendices A, B, C, D, K, N)	Administrative Provisions (Chapter 1 of all codes except IECC, IRC and IgCC; IBC Appendix O; the appendices titled "Board of Appeals" for all codes except IECC, IRC, IgCC, ICCPC and IZC; administrative updates to currently referenced standards; and designated definitions)
International Fire Code	**International Building Code** – Structural (Chapters 15–25, Appendices F, G, H, I, J, L, M)
International Fuel Gas Code	**International Existing Building Code**
International Mechanical Code	**International Energy Conservation Code—Commercial**
International Plumbing Code	**International Energy Conservation Code—Residential** – IECC—Residential – IRC—Energy (Chapter 11)
International Property Maintenance Code	**International Green Construction Code** (Chapter 1)
International Private Sewage Disposal Code	**International Residential Code** – IRC—Building (Chapters 1–10; Appendices AE, AF, AH, AJ, AK, AL, AM, AO, AQ, AR, AS, AT, AU, AV, AW)
International Residential Code – IRC—Mechanical (Chapters 12–23) – IRC—Plumbing (Chapters 25–33, Appendices AG, AI, AN, AP)	
International Swimming Pool and Spa Code	
International Wildland-Urban Interface Code	
International Zoning Code	

Note: Proposed changes to the ICCPC will be heard by the code development committee noted in brackets [ ] in the text of the ICCPC.

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Marginal Markings

Solid vertical lines in the margins within the body of the code indicate a technical change from the requirements of the 2018 edition. Deletion indicators in the form of an arrow (➡) are provided in the margin where an entire section, paragraph, exception or table has been deleted or an item in a list of items or a row of a table has been deleted.

A single asterisk [*] placed in the margin indicates that text or a table has been relocated within the code. A double asterisk [**] placed in the margin indicates that the text or table immediately following it has been relocated there from elsewhere in the code. The following table indicates such relocations in the 2021 edition of the IPMC.

RELOCATIONS

2021 LOCATION	2018 LOCATION
104.1	103.5
105	104
105.7-105.7.1	103.4-103.4.1
106	105
107.2	111.1
108.1	111.2
109	106
110	112
111	108
111.4-111.6	107.1-107.4, 107.6
112	109
113	110
B101.2.2	111.8
B101.3	111.2
B101.3.2	111.2.1
B101.3.4	111.2.2
B101.3.5	111.2.4
B101.3.6	111.2.3
B101.3.7	111.2.5
B101.4	111.4.1
B101.5	111.3
B101.5.3	111.5
B101.7	111.6
B101.7.1	111.6.1
B101.8	111.7

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Coordination of the International Codes

The coordination of technical provisions is one of the strengths of the ICC family of model codes. The codes can be used as a complete set of complementary documents, which will provide users with full integration and coordination of technical provisions. Individual codes can also be used in subsets or as stand-alone documents. To make sure that each individual code is as complete as possible, some technical provisions that are relevant to more than one subject area are duplicated in some of the model codes. This allows users maximum flexibility in their application of the I-Codes.

Italicized Terms

Terms italicized in code text, other than document titles, are defined in Chapter 2. The terms selected to be italicized have definitions that the user should read carefully to better understand the code. Where italicized, the Chapter 2 definition applies. If not italicized, common-use definitions apply.

Adoption

The ICC maintains a copyright in all of its codes and standards. Maintaining copyright allows the ICC to fund its mission through sales of books, in both print and electronic formats. The ICC welcomes adoption of its codes by jurisdictions that recognize and acknowledge the ICC's copyright in the code, and further acknowledge the substantial shared value of the public/private partnership for code development between jurisdictions and the ICC.

The ICC also recognizes the need for jurisdictions to make laws available to the public. All I-Codes and I-Standards, along with the laws of many jurisdictions, are available for free in a nondownloadable form on the ICC's website. Jurisdictions should contact the ICC at adoptions@iccsafe.org to learn how to adopt and distribute laws based on the IPMC in a manner that provides necessary access, while maintaining the ICC's copyright.

To facilitate adoption, several sections of this code contain blanks for fill-in information that needs to be supplied by the adopting jurisdiction as part of the adoption legislation. For this code, please see:

Section 101.1. Insert: **[NAME OF JURISDICTION]**

Section 103.1. Insert: **[NAME OF DEPARTMENT]**

Section 302.4. Insert: **[HEIGHT IN INCHES]**

Section 304.14. Insert: **[DATES IN TWO LOCATIONS]**

Section 602.3. Insert: **[DATES IN TWO LOCATIONS]**

Section 602.4. Insert: **[DATES IN TWO LOCATIONS]**

Effective Use of the International Property Maintenance Code

The IPMC is a model code that regulates the minimum maintenance requirements for existing buildings.

The IPMC is a maintenance document intended to establish minimum maintenance standards for basic equipment, light, ventilation, heating, sanitation and fire safety. Responsibility is fixed among owners, operators and occupants for code compliance. The IPMC provides for the regulation and safe use of existing structures in the interest of the social and economic welfare of the community.

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ARRANGEMENT AND FORMAT OF THE 2021 IPMC

Before applying the requirements of the IPMC, it is beneficial to understand its arrangement and format. The IPMC, like other codes published by ICC, is arranged and organized to follow sequential steps that generally occur during a plan review or inspection. Below is a chapter-by-chapter synopsis of the scope and intent of the provisions of the IPMC. The following table shows how the IPMC is divided. The ensuing chapter-by-chapter synopsis details the scope and intent of the provisions of the IPMC.

Chapter Topics

Chapter	Subjects
1	Scope and Administration
2	Definitions
3	General Requirements
4	Light, Ventilation and Occupancy Limitations
5	Plumbing Facilities and Fixture Requirements
6	Mechanical and Electrical Requirements
7	Fire Safety Requirements
8	Referenced Standards
Appendix A	Boarding Standard
Appendix B	Board of Appeals

Chapter 1 Scope and Administration

Chapter 1 contains provisions for the application, enforcement and administration of subsequent requirements of the code. In addition to establishing the scope of the code, Chapter 1 identifies which buildings and structures come under its purview. Chapter 1 is largely concerned with maintaining "due process of law" in enforcing the property maintenance criteria contained in the body of the code. Only through careful observation of the administrative provisions can the building official reasonably expect to demonstrate that "equal protection under the law" has been provided.

Chapter 2 Definitions

All terms that are defined in the code are listed alphabetically in Chapter 2. While a defined term may be used in one chapter or another, the meaning provided in Chapter 2 is applicable throughout the code.

Where understanding of a term's definition is especially key to or necessary for understanding of a particular code provision, the term is shown in italics. This is true only for those terms that have a meaning that is unique to the code. In other words, the generally understood meaning of a term or phrase might not be sufficient or consistent with the meaning prescribed by the code; therefore, it is essential that the code-defined meaning be known.

Guidance is provided regarding tense, gender and plurality of defined terms as well as guidance regarding terms not defined in this code.

Chapter 3 General Requirements

Chapter 3, "General Requirements," is broad in scope. It includes a variety of requirements for the exterior property areas as well as the interior and exterior elements of the structure. This chapter provides requirements that are intended to maintain a minimum level of safety and sanitation for both

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the general public and the occupants of a structure, and to maintain a building's structural and weather-resistance performance. Chapter 3 provides specific criteria for regulating the installation and maintenance of specific building components; maintenance requirements for vacant structures and land; requirements regulating the safety, sanitation and appearance of the interior and exterior of structures and all exterior property areas; accessory structures; vehicle storage regulations and establishes who is responsible for complying with the chapter's provisions. This chapter also contains the requirements for swimming pools, spas and hot tubs and the requirements for protective barriers and gates in these barriers. Chapter 3 establishes the responsible parties for exterminating insects and rodents, and maintaining sanitary conditions in all types of occupancies.

Chapter 4 Light, Ventilation and Occupancy Limitations

The purposes of Chapter 4 are to set forth these requirements in the code and to establish the minimum environment for occupiable and habitable buildings, by establishing the minimum criteria for light and ventilation and identifying occupancy limitations including minimum room width and area, minimum ceiling height and restrictions to prevent overcrowding. This chapter also provides for alternative arrangements of windows and other devices to comply with the requirements for light and ventilation and prohibits certain room arrangements and occupancy uses.

Chapter 5 Plumbing Facilities and Fixture Requirements

Chapter 5 establishes the minimum criteria for the installation, maintenance and location of plumbing systems and facilities, including the water supply system, water heating appliances, sewage disposal system and related plumbing fixtures.

Sanitary and clean conditions in occupied buildings are dependent upon certain basic plumbing principles, including providing potable water to a building, providing the basic fixtures to effectively utilize that water and properly removing waste from the building. Chapter 5 establishes the minimum criteria to verify that these principles are maintained throughout the life of a building.

Chapter 6 Mechanical and Electrical Requirements

The purpose of Chapter 6 is to establish minimum performance requirements for heating, electrical and mechanical facilities and to establish minimum standards for the safety of these facilities.

This chapter establishes minimum criteria for the installation and maintenance of the following: heating and air-conditioning equipment, appliances and their supporting systems; water heating equipment, appliances and systems; cooking equipment and appliances; ventilation and exhaust equipment; gas and liquid fuel distribution piping and components; fireplaces and solid fuel-burning appliances; chimneys and vents; electrical services; lighting fixtures; electrical receptacle outlets; electrical distribution system equipment, devices and wiring; and elevators, escalators and dumbwaiters.

Chapter 7 Fire Safety Requirements

The purpose of Chapter 7 is to address those fire hazards that arise as the result of a building's occupancy. It also provides minimum requirements for fire safety issues that are most likely to arise in older buildings.

This chapter contains requirements for means of egress in existing buildings, including path of travel, required egress width, means of egress doors and emergency escape openings.

Chapter 8 Referenced Standards

The code contains numerous references to standards that are used to regulate materials and methods of construction. Chapter 8 contains a comprehensive list of all standards that are referenced in the code. The standards are part of the code to the extent of the reference to the standard. Compliance with the referenced standard is necessary for compliance with this code. By providing specifically adopted standards, the construction and installation requirements necessary for compliance with the code can be readily determined. The basis for code compliance is, therefore, established and available on an equal basis to the code official, contractor, designer and owner.

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Chapter 8 is organized in a manner that makes it easy to locate specific standards. It lists all of the referenced standards, alphabetically, by acronym of the promulgating agency of the standard. Each agency's standards are then listed in either alphabetical or numeric order based upon the standard identification. The list also contains the title of the standard; the edition (date) of the standard referenced; any addenda included as part of the ICC adoption; and the section or sections of this code that reference the standard.

Appendix A Boarding Standard

The provisions in Appendix A are not mandatory unless specifically referenced in the adopting ordinance. This appendix provides minimum specifications for boarding a structure. This can be utilized by a jurisdiction as a set of minimum requirements in order to result in consistent boarding quality.

Appendix B Board of Appeals

The provisions contained in Appendix B are not mandatory unless specifically referenced in the adopting ordinance. This appendix provides criteria for Board of Appeals members and procedures by which the Board of Appeals should conduct its business.

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CHAPTER 1
SCOPE AND ADMINISTRATION

User note:

About this chapter: *Chapter 1 establishes the limits of applicability of the code and describes how the code is to be applied and enforced. Chapter 1 is in two parts: Part 1—Scope and Application (Sections 101 and 102) and Part 2—Administration and Enforcement (Sections 103 – 110). Section 101 identifies which buildings and structures come under its purview and references other I-Codes as applicable.*

This code is intended to be adopted as a legally enforceable document and it cannot be effective without adequate provisions for its administration and enforcement. The provisions of Chapter 1 establish the authority and duties of the code official appointed by the authority having jurisdiction and also establish the rights and privileges of the property owner and building occupants.

This Chapter was extensively reorganized for the 2021 edition. For clarity, the relocation marginal markings have not been included. For complete information, see the relocations table in the Preface information of this code.

PART 1 — SCOPE AND APPLICATION

SECTION 101
SCOPE AND GENERAL REQUIREMENTS

[A] 101.1 Title. These regulations shall be known as the *International Property Maintenance Code* of **[NAME OF JURISDICTION]**, hereinafter referred to as "this code."

[A] 101.2 Scope. The provisions of this code shall apply to all existing residential and nonresidential structures and all existing *premises* and constitute minimum requirements and standards for *premises*, structures, equipment and facilities for light, *ventilation*, space, heating, sanitation, protection from the elements, a reasonable level of safety from fire and other hazards, and for a reasonable level of sanitary maintenance; the responsibility of *owners*, an *owner*'s authorized agent, *operators* and *occupants;* the *occupancy* of existing structures and *premises*, and for administration, enforcement and penalties.

[A] 101.3 Purpose. The purpose of this code is to establish minimum requirements to provide a reasonable level of health, safety, property protection and general welfare insofar as they are affected by the continued *occupancy* and maintenance of structures and *premises*. Existing structures and *premises* that do not comply with these provisions shall be altered or repaired to provide a reasonable minimum level of health, safety and general welfare as required herein.

[A] 101.4 Severability. If a section, subsection, sentence, clause or phrase of this code is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 102
APPLICABILITY

[A] 102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Where, in a specific case, different sections of this code specify different requirements, the most restrictive shall govern.

102.2 Maintenance. Equipment, systems, devices and safeguards required by this code or a previous regulation or code under which the *structure* or *premises* was constructed, altered or repaired shall be maintained in good working order. An *owner*, *owner*'s authorized agent, *operator* or *occupant* shall not cause any service, facility, equipment or utility that is required under this section to be removed from, shut off from or discontinued for any occupied dwelling, except for such temporary interruption as necessary while repairs or alterations are in progress. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures. Except as otherwise specified herein, the *owner* or the *owner's* authorized agent shall be responsible for the maintenance of buildings, structures and *premises.*

[A] 102.3 Application of other codes. Repairs, additions or alterations to a *structure*, or changes of *occupancy*, shall be done in accordance with the procedures and provisions of the *International Building Code*, *International Existing Building Code*, *International Energy Conservation Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Residential Code*, *International Plumbing Code* and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the *International Zoning Code*.

[A] 102.4 Existing remedies. The provisions in this code shall not be construed to abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any *structure* that is dangerous, unsafe and insanitary.

[A] 102.5 Workmanship. Repairs, maintenance work, alterations or installations that are caused directly or indirectly by the enforcement of this code shall be executed and installed in a *workmanlike* manner and installed in accordance with the manufacturer's instructions.

102.6 Structural analysis. Where structural analysis is used to determine if an unsafe structural condition exists, the analysis shall be permitted to use nominal strengths, nominal

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loads, load effects, required strengths and limit states in accordance with the requirements under which the *structure* was constructed or in accordance with any subsequent requirement.

[A] 102.7 Historic buildings. The provisions of this code shall not be mandatory for existing buildings or structures designated as historic buildings where such buildings or structures are judged by the *code official* to be safe and in the public interest of health, safety and welfare.

[A] 102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.8.1 and 102.8.2.

Exception: Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing shall apply.

[A] 102.8.1 Conflicts. Where conflicts occur between provisions of this code and the referenced standards, the provisions of this code shall apply.

[A] 102.8.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code, the provisions of this code, as applicable, shall take precedence over the provisions in the referenced code or standard.

[A] 102.9 Requirements not covered by code. Requirements necessary for the strength, stability or proper operation of an existing fixture, *structure* or equipment, or for the public safety, health and general welfare, not specifically covered by this code, shall be determined by the *code official*.

[A] 102.10 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

[A] 102.11 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

PART 2 — ADMINISTRATION AND ENFORCEMENT

SECTION 103
CODE COMPLIANCE AGENCY

[A] 103.1 Creation of agency. The **[INSERT NAME OF DEPARTMENT]** is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

[A] 103.2 Appointment. The *code official* shall be appointed by the chief appointing authority of the jurisdiction.

[A] 103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *code official* shall have the authority to appoint a deputy code official, other related technical officers, inspectors and other employees. Such employees shall have powers as delegated by the *code official*.

SECTION 104
FEES

[A] 104.1 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as established by the applicable governing authority.

104.2 Refunds. The *code official* is authorized to establish a refund policy.

SECTION 105
DUTIES AND POWERS OF THE CODE OFFICIAL

[A] 105.1 General. The *code official* is hereby authorized and directed to enforce the provisions of this code. The *code official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

[A] 105.2 Inspections. The *code official* shall make all of the required inspections, or shall accept reports of inspection by *approved* agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved* agency or by the responsible individual. The *code official* is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise, subject to the approval of the appointing authority.

[A] 105.3 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or whenever the *code official* has reasonable cause to believe that there exists in a *structure* or upon a *premises* a condition in violation of this code, the *code official* is authorized to enter the *structure* or *premises* at reasonable times to inspect or perform the duties imposed by this code, provided that if such *structure* or *premises* is occupied the *code official* shall present credentials to the *occupant* and request entry. If such *structure* or *premises* is unoccupied, the *code official* shall first make a reasonable effort to locate the *owner*, *owner*'s authorized agent or other person having charge or control of the *structure* or *premises* and request entry. If entry is refused, the *code official* shall have recourse to the remedies provided by law to secure entry.

[A] 105.4 Identification. The *code official* shall carry proper identification when inspecting *structures* or *premises* in the performance of duties under this code.

[A] 105.5 Notices and orders. The *code official* shall issue all necessary notices or orders to ensure compliance with this code.

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[A] 105.6 Department records. The *code official* shall keep official records of all business and activities of the department specified in the provisions of this code. Such records shall be retained in the official records for the period required for retention of public records.

[A] 105.7 Liability. The *code official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

[A] 105.7.1 Legal defense. Any suit or criminal complaint instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The *code official* or any subordinate shall not be liable for costs in an action, suit or proceeding that is instituted in pursuance of the provisions of this code.

SECTION 106
APPROVAL

[A] 106.1 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this code, the *code official* shall have the authority to grant modifications for individual cases upon application of the *owner* or *owner's* authorized agent, provided that the *code official* shall first find that special individual reason makes the strict letter of this code impractical, the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, life and fire safety requirements. The details of action granting modifications shall be recorded and entered in the department files.

[A] 106.2 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *code official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not *approved*, the *code official* shall respond in writing, stating the reasons why the alternative was not *approved*.

[A] 106.3 Required testing. Whenever there is insufficient evidence of compliance with the provisions of this code or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *code official* shall have the authority to require tests to be made as evidence of compliance without expense to the jurisdiction.

[A] 106.3.1 Test methods. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *code official* shall be permitted to approve appropriate testing procedures performed by an *approved* agency.

[A] 106.3.2 Test reports. Reports of tests shall be retained by the *code official* for the period required for retention of public records.

[A] 106.4 Used material and equipment. Materials that are reused shall comply with the requirements of this code for new materials. Materials, equipment and devices shall not be reused unless such elements are in good repair or have been reconditioned and tested where necessary, placed in good and proper working condition and *approved* by the *code official*.

[A] 106.5 Approved materials and equipment. Materials, equipment and devices *approved* by the *code official* shall be constructed and installed in accordance with such approval.

[A] 106.6 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

SECTION 107
MEANS OF APPEAL

107.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the *code official* relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the *code official*.

[A] 107.2 Limitations of authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equivalent or better form of construction is proposed. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

107.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training and are not employees of the jurisdiction.

107.4 Administration. The *code official* shall take immediate action in accordance with the decision of the board.

SECTION 108
BOARD OF APPEALS

[A] 108.1 Membership of board. The board of appeals shall consist of not less than three members who are qualified by

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experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The *code official* shall be an ex-officio member but shall not vote on any matter before the board. The board shall be appointed by the chief appointing authority, and shall serve staggered and overlapping terms.

SECTION 109
VIOLATIONS

[A] 109.1 Unlawful acts. It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

[A] 109.2 Notice of violation. The *code official* shall serve a notice of violation or order in accordance with Section 111.4.

[A] 109.3 Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 111.4 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the *code official* shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful *occupancy* of the *structure* in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such *premises* shall be charged against the real estate upon which the *structure* is located and shall be a lien upon such real estate.

[A] 109.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

[A] 109.5 Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal *occupancy* of a building, *structure* or *premises*, or to stop an illegal act, conduct, business or utilization of the building, *structure* or *premises*.

SECTION 110
STOP WORK ORDER

[A] 110.1 Authority. Where the *code official* finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the *code official* is authorized to issue a stop work order.

[A] 110.2 Issuance. The stop work order shall be in writing and shall be given to the *owner* of the property, to the *owner's* authorized agent, or to the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.

[A] 110.3 Emergencies. Where an emergency exists, the *code official* shall not be required to give a written notice prior to stopping the work.

[A] 110.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to fines established by the authority having jurisdiction.

SECTION 111
UNSAFE STRUCTURES AND EQUIPMENT

111.1 Unsafe conditions. When a *structure* or equipment is found by the *code official* to be unsafe, or when a *structure* is found unfit for human *occupancy*, or is found unlawful, such *structure* shall be *condemned* pursuant to the provisions of this code.

111.1.1 Unsafe structures. An unsafe *structure* is one that is found to be dangerous to the life, health, property or safety of the public or the *occupants* of the *structure* by not providing minimum safeguards to protect or warn *occupants* in the event of fire, or because such *structure* contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

111.1.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the *premises* or within the *structure* that is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or *occupants* of the *premises* or *structure*.

111.1.3 Structure unfit for human occupancy. A *structure* is unfit for human *occupancy* whenever the *code official* finds that such *structure* is unsafe, unlawful or, because of the degree to which the *structure* is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks *ventilation*, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the *structure* constitutes a hazard to the *occupants* of the *structure* or to the public.

111.1.4 Unlawful structure. An unlawful *structure* is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.

111.1.5 Dangerous structure or premises. For the purpose of this code, any *structure* or *premises* that has any or all of the conditions or defects described as follows shall be considered to be dangerous:

1. Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the *approved* building or fire code of the jurisdiction

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as related to the requirements for existing buildings.

2. The walking surface of any aisle, passageway, stairway, exit or other means of egress is so warped, worn loose, torn or otherwise unsafe as to not provide safe and adequate means of egress.
3. Any portion of a building, *structure* or appurtenance that has been damaged by fire, earthquake, wind, flood, *deterioration, neglect,* abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become *detached* or dislodged.
4. Any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof that is not of sufficient strength or stability, or is not so *anchored*, attached or fastened in place so as to be capable of resisting natural or artificial loads of one and one-half the original designed value.
5. The building or *structure,* or part of the building or *structure,* because of dilapidation, *deterioration,* decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or *structure* is likely to fail or give way.
6. The building or *structure,* or any portion thereof, is clearly unsafe for its use and *occupancy*.
7. The building or *structure* is *neglected*, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or *structure* to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or *structure* for committing a nuisance or an unlawful act.
8. Any building or *structure* has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or *structure* provided by the *approved* building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.
9. A building or *structure,* used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, *ventilation,* mechanical or plumbing system, or otherwise, is determined by the *code official* to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
10. Any building or *structure,* because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the *code official* to be a threat to life or health.
11. Any portion of a building remains on a site after the demolition or destruction of the building or *structure* or whenever any building or *structure* is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.

111.2 Closing of vacant structures. If the *structure* is vacant and unfit for human habitation and *occupancy*, and is not in danger of structural collapse, the *code official* is authorized to post a placard of condemnation on the *premises* and order the *structure* closed up so as not to be an attractive nuisance. Upon failure of the *owner* or *owner*'s authorized agent to close up the *premises* within the time specified in the order, the *code official* shall cause the *premises* to be closed and secured through any available public agency or by contract or arrangement by private persons and the cost thereof shall be charged against the real estate upon which the *structure* is located and shall be a lien upon such real estate and shall be collected by any other legal resource.

111.2.1 Authority to disconnect service utilities. The *code official* shall have the authority to authorize disconnection of utility service to the building, *structure* or system regulated by this code and the referenced codes and standards set forth in Section 102.8 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without approval. The *code official* shall notify the serving utility and, whenever possible, the *owner* or *owner*'s authorized agent and *occupant* of the building, *structure* or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnection the *owner*, *owner*'s authorized agent or *occupant* of the building *structure* or service system shall be notified in writing as soon as practical thereafter.

111.3 Record. The *code official* shall cause a report to be filed on an unsafe condition. The report shall state the *occupancy* of the *structure* and the nature of the unsafe condition.

111.4 Notice. Whenever the *code official* determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given in the manner prescribed in Sections 111.4.1 and 111.4.2 to the owner or the owner's authorized agent, for the violation as specified in this code. Notices for condemnation procedures shall comply with this section.

111.4.1 Form. Such notice shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Include a correction order allowing a reasonable time to make the repairs and improvements required to bring the *dwelling unit* or *structure* into compliance with the provisions of this code.

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5. Inform the property *owner* or *owner*'s authorized agent of the right to appeal.
6. Include a statement of the right to file a lien in accordance with Section 109.3.

111.4.2 Method of service. Such notice shall be deemed to be properly served where a copy thereof is served in accordance with one of the following methods:

1. A copy is delivered personally.
2. A copy is sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested.
3. A copy is delivered in any other manner as prescribed by local law.

If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

111.5 Unauthorized tampering. Signs, tags or seals posted or affixed by the *code official* shall not be mutilated, destroyed or tampered with, or removed without authorization from the *code official*.

111.6 Transfer of ownership. It shall be unlawful for the *owner* of any *dwelling unit* or *structure* who has received a compliance order or upon whom a notice of violation has been served to sell, transfer, mortgage, lease or otherwise dispose of such *dwelling unit* or *structure* to another until the provisions of the compliance order or notice of violation have been complied with, or until such *owner* or the *owner*'s authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the *code official* and shall furnish to the *code official* a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

111.7 Placarding. Upon failure of the *owner*, *owner*'s authorized agent or person responsible to comply with the notice provisions within the time given, the *code official* shall post on the *premises* or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the *premises*, operating the equipment or removing the placard. Such notice shall be posted in a conspicuous place in or about the structure affected by such notice. If the notice pertains to equipment, it shall be placed on the condemned equipment.

111.7.1 Placard removal. The *code official* shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the *code official* shall be subject to the penalties provided by this code.

111.8 Prohibited occupancy. Any occupied *structure condemned* and placarded by the *code official* shall be vacated as ordered by the *code official*. Any person who shall occupy a placarded *premises* or shall operate placarded equipment, and any *owner or owner*'s authorized agent who shall let anyone occupy a placarded *premises* or operate placarded equipment shall be liable for the penalties provided by this code.

111.9 Restoration or abatement. The structure or equipment determined to be unsafe by the code official is permitted to be restored to a safe condition. The *owner*, *owner*'s authorized agent, *operator* or *occupant* of a structure, *premises* or equipment deemed unsafe by the *code official* shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other *approved* corrective action. To the extent that repairs, alterations, or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions, or change of occupancy shall comply with the requirements of the *International Existing Building Code*.

SECTION 112
EMERGENCY MEASURES

112.1 Imminent danger. When, in the opinion of the *code official*, there is *imminent danger* of failure or collapse of a building or *structure* that endangers life, or when any *structure* or part of a *structure* has fallen and life is endangered by the occupation of the *structure*, or when there is actual or potential danger to the building *occupants* or those in the proximity of any *structure* because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the *code official* is hereby authorized and empowered to order and require the *occupants* to vacate the *premises* forthwith. The *code official* shall cause to be posted at each entrance to such *structure* a notice reading as follows: "This Structure Is Unsafe and Its Occupancy Has Been Prohibited by the Code Official." It shall be unlawful for any person to enter such *structure* except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

112.2 Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the *code official*, there is *imminent danger* due to an unsafe condition, the *code official* shall order the necessary work to be done, including the boarding up of openings, to render such *structure* temporarily safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the *code official* deems necessary to meet such emergency.

112.3 Closing streets. When necessary for public safety, the *code official* shall temporarily close structures and close, or order the authority having jurisdiction to close, sidewalks, streets, *public ways* and places adjacent to unsafe structures, and prohibit the same from being utilized.

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112.4 Emergency repairs. For the purposes of this section, the *code official* shall employ the necessary labor and materials to perform the required work as expeditiously as possible.

112.5 Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the *owner* of the *premises* or *owner*'s authorized agent where the unsafe *structure* is or was located for the recovery of such costs.

112.6 Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall thereafter, upon petition directed to the appeals board, be afforded a hearing as described in this code.

SECTION 113
DEMOLITION

113.1 General. The *code official* shall order the *owner* or *owner*'s authorized agent of any *premises* upon which is located any *structure*, which in the *code official's* or *owner*'s authorized agent judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or *occupancy*, and such that it is unreasonable to repair the *structure*, to demolish and remove such *structure*; or if such *structure* is capable of being made safe by repairs, to repair and make safe and sanitary, or to board up and hold for future repair or to demolish and remove at the *owner's* option; or where there has been a cessation of normal construction of any *structure* for a period of more than two years, the *code official* shall order the *owner* or owner's authorized agent to demolish and remove such *structure*, or board up until future repair. Boarding the building up for future repair shall not extend beyond one year, unless *approved* by the building official.

113.2 Notices and orders. Notices and orders shall comply with Section 111.4.

113.3 Failure to comply. If the *owner* of a *premises* or *owner*'s authorized agent fails to comply with a demolition order within the time prescribed, the *code official* shall cause the *structure* to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal shall be charged against the real estate upon which the *structure* is located and shall be a lien upon such real estate.

113.4 Salvage materials. Where any *structure* has been ordered demolished and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials. The net proceeds of such sale, after deducting the expenses of such demolition and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

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CHAPTER 2
DEFINITIONS

User note:

About this chapter: *Codes, by their very nature, are technical documents. Every word, term and punctuation mark can add to or change the meaning of a technical requirement. It is necessary to maintain a consensus on the specific meaning of each term contained in the code. Chapter 2 performs this function by stating clearly what specific terms mean for the purpose of the code.*

SECTION 201
GENERAL

201.1 Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

201.2 Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

201.3 Terms defined in other codes. Where terms are not defined in this code and are defined in the *International Building Code*, *International Existing Building Code*, *International Fire Code*, *International Fuel Gas Code*, *International Mechanical Code*, *International Plumbing Code*, *International Residential Code*, *International Zoning Code* or *NFPA 70*, such terms shall have the meanings ascribed to them as stated in those codes.

Exception: When used within this code, the terms unsafe and dangerous shall have only the meanings ascribed to them in this code and shall not have the meanings ascribed to them by the International Existing Building Code.

201.4 Terms not defined. Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

201.5 Parts. Whenever the words "*dwelling unit*," "dwelling," "*premises*," "building," "*rooming house*," "*rooming unit*," "*housekeeping unit*" or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

SECTION 202
GENERAL DEFINITIONS

ANCHORED. Secured in a manner that provides positive connection.

[A] APPROVED. Acceptable to the *code official*.

BASEMENT. That portion of a building that is partly or completely below grade.

BATHROOM. A room containing plumbing fixtures including a bathtub or shower.

BEDROOM. Any room or space used or intended to be used for sleeping purposes in either a dwelling or *sleeping unit*.

[A] CODE OFFICIAL. The official who is charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN. To adjudge unfit for *occupancy*.

COST OF SUCH DEMOLITION OR EMERGENCY REPAIRS. The costs shall include the actual costs of the demolition or repair of the *structure* less revenues obtained if salvage was conducted prior to demolition or repair. Costs shall include, but not be limited to, expenses incurred or necessitated related to demolition or emergency repairs, such as asbestos survey and abatement if necessary; costs of inspectors, testing agencies or experts retained relative to the demolition or emergency repairs; costs of testing; surveys for other materials that are controlled or regulated from being dumped in a landfill; title searches; mailing(s); postings; recording; and attorney fees expended for recovering of the cost of emergency repairs or to obtain or enforce an order of demolition made by a *code official*, the governing body or board of appeals.

DETACHED. When a structural element is physically disconnected from another and that connection is necessary to provide a positive connection.

DETERIORATION. To weaken, disintegrate, corrode, rust or decay and lose effectiveness.

[A] DWELLING UNIT. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

[Z] EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee *owner*(s) of the property. The *easement* shall be permitted to be for use under, on or above said lot or lots.

EMERGENCY ESCAPE AND RESCUE OPENING. An operable exterior window, door or other similar device that provides for a means of escape and access for rescue in the event of an emergency.

EQUIPMENT SUPPORT. Those structural members or assemblies of members or manufactured elements, including braces, frames, lugs, snuggers, hangers or saddles, that transmit gravity load, lateral load and operating load between the equipment and the *structure*.

EXTERIOR PROPERTY. The open space on the *premises* and on adjoining property under the control of *owners* or *operators* of such *premises*.

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GARBAGE. The animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food.

[BE] GUARD. A building component or a system of building components located at or near the open sides of elevated walking surfaces that minimizes the possibility of a fall from the walking surface to a lower level.

[BG] HABITABLE SPACE. Space in a *structure* for living, sleeping, eating or cooking. *Bathrooms, toilet rooms*, closets, halls, storage or utility spaces, and similar areas are not considered *habitable spaces*.

[A] HISTORIC BUILDING. Any building or *structure* that is one or more of the following:

1. Listed or certified as eligible for listing, by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, in the National Register of Historic Places.
2. Designated as historic under an applicable state or local law.
3. Certified as a contributing resource within a National Register or state or locally designated historic district.

HOUSEKEEPING UNIT. A room or group of rooms forming a single *habitable space* equipped and intended to be used for living, sleeping, cooking and eating that does not contain, within such a unit, a toilet, lavatory and bathtub or shower.

IMMINENT DANGER. A condition that could cause serious or life-threatening injury or death at any time.

INFESTATION. The presence, within or contiguous to, a *structure* or *premises* of insects, rodents, vermin or other pests.

INOPERABLE MOTOR VEHICLE. A vehicle that cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

[A] LABELED. Equipment, materials or products to which have been affixed a label, seal, symbol or other identifying mark of a nationally recognized testing laboratory, *approved* agency or other organization concerned with product evaluation that maintains periodic inspection of the production of the above-*labeled* items and whose labeling indicates either that the equipment, material or product meets identified standards or has been tested and found suitable for a specified purpose.

LET FOR OCCUPANCY or LET. To permit, provide or offer possession or *occupancy* of a dwelling, *dwelling unit*, *rooming unit*, building, premise or *structure* by a person who is or is not the legal *owner* of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

NEGLECT. The lack of proper maintenance for a building or *structure*.

[A] OCCUPANCY. The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.

OPENABLE AREA. That part of a window, skylight or door which is available for unobstructed *ventilation* and which opens directly to the outdoors.

OPERATOR. Any person who has charge, care or control of a *structure* or *premises* that is let or offered for *occupancy*.

[A] OWNER. Any person, agent, *operator*, firm or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

[A] PERSON. An individual, corporation, partnership or any other group acting as a unit.

PEST ELIMINATION. The control and elimination of insects, rodents or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food or water; by other *approved pest elimination* methods.

[A] PREMISES. A lot, plot or parcel of land, *easement* or *public way*, including any structures thereon.

[A] PUBLIC WAY. Any street, alley or other parcel of land that: is open to the outside air; leads to a street; has been deeded, dedicated or otherwise permanently appropriated to the public for public use; and has a clear width and height of not less than 10 feet (3048 mm).

ROOMING HOUSE. A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one- or two-family dwelling.

ROOMING UNIT. Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.

RUBBISH. Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, *yard* trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

[A] SLEEPING UNIT. A room or space in which people sleep, which can also include permanent provisions for living, eating and either sanitation or kitchen facilities, but not both. Such rooms and spaces that are also part of a *dwelling unit* are not *sleeping units*.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited, or failed to do an act which the defendant was legally required to do.

[A] STRUCTURE. That which is built or constructed.

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TENANT. A person, corporation, partnership or group, whether or not the legal *owner* of record, occupying a building or portion thereof as a unit.

TOILET ROOM. A room containing a water closet or urinal but not a bathtub or shower.

ULTIMATE DEFORMATION. The deformation at which failure occurs and that shall be deemed to occur if the sustainable load reduces to 80 percent or less of the maximum strength.

[M] VENTILATION. The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WORKMANLIKE. Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged and without marring adjacent work.

[Z] YARD. An open space on the same lot with a *structure*.

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CHAPTER 3
GENERAL REQUIREMENTS

User note:

About this chapter: *Chapter 3 is broad in scope and includes a variety of requirements for the maintenance of exterior property areas, as well as the interior and exterior elements of the structure, that are intended to maintain a minimum level of safety and sanitation for both the general public and the occupants of a structure, and to maintain a building's structural and weather-resistance performance. Specifically, Chapter 3 contains criteria for the maintenance of building components; vacant structures and land; the safety, sanitation and appearance of the interior and exterior of structures and all exterior property areas; accessory structures; extermination of insects and rodents; access barriers to swimming pools, spas and hot tubs; vehicle storage and owner/occupant responsibilities.*

SECTION 301
GENERAL

301.1 Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and *exterior property*.

301.2 Responsibility. The *owner* of the *premises* shall maintain the structures and *exterior property* in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as *owner-occupant* or permit another person to occupy *premises* that are not in a sanitary and safe condition and that do not comply with the requirements of this chapter. *Occupants* of a *dwelling unit*, *rooming unit* or *housekeeping unit* are responsible for keeping in a clean, sanitary and safe condition that part of the *dwelling unit*, *rooming unit*, *housekeeping unit* or *premises* they occupy and control.

301.3 Vacant structures and land. Vacant structures and *premises* thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

SECTION 302
EXTERIOR PROPERTY AREAS

302.1 Sanitation. *Exterior property* and *premises* shall be maintained in a clean, safe and sanitary condition. The *occupant* shall keep that part of the *exterior property* that such *occupant* occupies or controls in a clean and sanitary condition.

302.2 Grading and drainage. *Premises* shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any *structure* located thereon.

Exception: *Approved* retention areas and reservoirs.

302.3 Sidewalks and driveways. Sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair, and maintained free from hazardous conditions.

302.4 Weeds. *Premises* and *exterior property* shall be maintained free from weeds or plant growth in excess of **[JURISDICTION TO INSERT HEIGHT IN INCHES]**. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the *owner* or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 108.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the *owner* or agent responsible for the property.

302.5 Rodent harborage. Structures and *exterior property* shall be kept free from rodent harborage and *infestation*. Where rodents are found, they shall be promptly exterminated by *approved* processes that will not be injurious to human health. After *pest elimination*, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

302.6 Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly on abutting or adjacent public or private property or that of another *tenant*.

302.7 Accessory structures. Accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.

302.8 Motor vehicles. Except as provided for in other regulations, inoperative or unlicensed motor vehicles shall not be parked, kept or stored on any *premises*, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a *structure* or similarly enclosed area designed and *approved* for such purposes.

302.9 Defacement of property. A person shall not willfully or wantonly damage, mutilate or deface any exterior surface

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of any *structure* or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

SECTION 303
SWIMMING POOLS, SPAS AND HOT TUBS

303.1 Swimming pools. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

303.2 Enclosures. Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. An existing pool enclosure shall not be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

Exception: Spas or hot tubs with a safety cover that complies with ASTM F1346 shall be exempt from the provisions of this section.

SECTION 304
EXTERIOR STRUCTURE

304.1 General. The exterior of a *structure* shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
2. The *anchorage* of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
3. Structures or components thereof that have reached their limit state.
4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
5. Structural members that have evidence of *deterioration* or that are not capable of safely supporting all nominal loads and load effects.
6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.
7. Exterior walls that are not *anchored* to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.
8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of *deterioration* or fatigue, are not properly *anchored* or are incapable of supporting all nominal loads and resisting all load effects.
10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including *guard*s and handrails, are not structurally sound, not properly *anchored* or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly *anchored*, or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

304.2 Protective treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treat-

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ment. Peeling, flaking and chipped paint shall be eliminated and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and corrosion, and surfaces with rust or corrosion shall be stabilized and coated to inhibit future rust and corrosion. Oxidation stains shall be removed from exterior surfaces. Surfaces designed for stabilization by oxidation are exempt from this requirement.

[F] 304.3 Premises identification. Buildings shall have *approved* address numbers placed in a position to be plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numerals or alphabet letters. Numbers shall be not less than 4 inches (102 mm) in height with a minimum stroke width of 0.5 inch (12.7 mm).

304.4 Structural members. Structural members shall be maintained free from *deterioration*, and shall be capable of safely supporting the imposed dead and live loads.

304.5 Foundation walls. Foundation walls shall be maintained plumb and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rodents and other pests.

304.6 Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent *deterioration*.

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or *deterioration* in the walls or interior portion of the *structure*. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.8 Decorative features. Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper *anchorage* and in a safe condition.

304.9 Overhang extensions. Overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts shall be maintained in good repair and be properly *anchored* so as to be kept in a sound condition. Where required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.10 Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper *anchorage* and capable of supporting the imposed loads.

304.11 Chimneys and towers. Chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. Exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

304.12 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.

304.13.1 Glazing. Glazing materials shall be maintained free from cracks and holes.

304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.

304.14 Insect screens. During the period from **[DATE]** to **[DATE]**, every door, window and other outside opening required for *ventilation* of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with *approved* tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other *approved* means, such as air curtains or insect repellent fans, are employed.

304.15 Doors. Exterior doors, door assemblies, operator systems if provided, and hardware shall be maintained in good condition. Locks at all entrances to *dwelling units* and sleeping units shall tightly secure the door. Locks on means of egress doors shall be in accordance with Section 702.3.

304.16 Basement hatchways. Every *basement* hatchway shall be maintained to prevent the entrance of rodents, rain and surface drainage water.

304.17 Guards for basement windows. Every *basement* window that is openable shall be supplied with rodent shields, storm windows or other *approved* protection against the entry of rodents.

304.18 Building security. Doors, windows or hatchways for *dwelling units*, room units or *housekeeping units* shall be provided with devices designed to provide security for the *occupant*s and property within.

304.18.1 Doors. Doors providing access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a deadbolt lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort and shall have a minimum lock throw of 1 inch (25 mm). Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

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304.18.2 Windows. Operable windows located in whole or in part within 6 feet (1828 mm) above ground level or a walking surface below that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with a window sash locking device.

304.18.3 Basement hatchways. *Basement* hatchways that provide access to a *dwelling unit*, *rooming unit* or *housekeeping unit* that is rented, leased or let shall be equipped with devices that secure the units from unauthorized entry.

304.19 Gates. Exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrances shall tightly secure the gates.

SECTION 305
INTERIOR STRUCTURE

305.1 General. The interior of a *structure* and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. *Occupants* shall keep that part of the *structure* that they occupy or control in a clean and sanitary condition. Every *owner* of a *structure* containing a *rooming house*, *housekeeping units*, a hotel, a dormitory, two or more *dwelling unit*s or two or more nonresidential *occupancies*, shall maintain, in a clean and sanitary condition, the shared or public areas of the *structure* and *exterior property*.

305.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
3. Structures or components thereof that have reached their limit state.
4. Structural members are incapable of supporting nominal loads and load effects.
5. Stairs, landings, balconies and all similar walking surfaces, including *guards* and handrails, are not structurally sound, not properly *anchored* or are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects.
6. Foundation systems that are not firmly supported by footings are not plumb and free from open cracks and breaks, are not properly *anchored* or are not capable of supporting all nominal loads and resisting all load effects.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

305.2 Structural members. Structural members shall be maintained structurally sound, and be capable of supporting the imposed loads.

305.3 Interior surfaces. Interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered. Cracked or loose plaster, decayed wood and other defective surface conditions shall be corrected.

305.4 Stairs and walking surfaces. Every stair, ramp, landing, balcony, porch, deck or other walking surface shall be maintained in sound condition and good repair.

305.5 Handrails and guards. Every handrail and *guard* shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

305.6 Interior doors. Every interior door shall fit reasonably well within its frame and shall be capable of being opened and closed by being properly and securely attached to jambs, headers or tracks as intended by the manufacturer of the attachment hardware.

SECTION 306
COMPONENT SERVICEABILITY

306.1 General. The components of a *structure* and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition.

306.1.1 Unsafe conditions. Where any of the following conditions cause the component or system to be beyond its limit state, the component or system shall be determined as unsafe and shall be repaired or replaced to comply with the *International Building Code* or the *International Existing Building Code* as required for existing buildings:

1. Soils that have been subjected to any of the following conditions:
   1.1. Collapse of footing or foundation system.
   1.2. Damage to footing, foundation, concrete or other structural element due to soil expansion.
   1.3. Adverse effects to the design strength of footing, foundation, concrete or other structural element due to a chemical reaction from the soil.
   1.4. Inadequate soil as determined by a geotechnical investigation.
   1.5. Where the allowable bearing capacity of the soil is in doubt.

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1.6. Adverse effects to the footing, foundation, concrete or other structural element due to the ground water table.

2. Concrete that has been subjected to any of the following conditions:
   2.1. *Deterioration.*
   2.2. *Ultimate deformation.*
   2.3. Fractures.
   2.4. Fissures.
   2.5. Spalling.
   2.6. Exposed reinforcement.
   2.7. *Detached*, dislodged or failing connections.
3. Aluminum that has been subjected to any of the following conditions:
   3.1. *Deterioration.*
   3.2. Corrosion.
   3.3. Elastic deformation.
   3.4. *Ultimate deformation.*
   3.5. Stress or strain cracks.
   3.6. Joint fatigue.
   3.7. *Detached*, dislodged or failing connections.
4. Masonry that has been subjected to any of the following conditions:
   4.1. *Deterioration.*
   4.2. *Ultimate deformation.*
   4.3. Fractures in masonry or mortar joints.
   4.4. Fissures in masonry or mortar joints.
   4.5. Spalling.
   4.6. Exposed reinforcement.
   4.7. *Detached*, dislodged or failing connections.
5. Steel that has been subjected to any of the following conditions:
   5.1. *Deterioration.*
   5.2. Elastic deformation.
   5.3. *Ultimate deformation.*
   5.4. Metal fatigue.
   5.5. *Detached*, dislodged or failing connections.
6. Wood that has been subjected to any of the following conditions:
   6.1. Ultimate deformation.
   6.2. Deterioration.
   6.3. Damage from insects, rodents and other vermin.
   6.4. Fire damage beyond charring.
   6.5. Significant splits and checks.
   6.6. Horizontal shear cracks.
   6.7. Vertical shear cracks.
   6.8. Inadequate support.
   6.9. *Detached*, dislodged or failing connections.
   6.10. Excessive cutting and notching.

Exceptions:

1. Where substantiated otherwise by an *approved* method.
2. Demolition of unsafe conditions shall be permitted where *approved* by the *code official*.

SECTION 307
HANDRAILS AND GUARDRAILS

307.1 General. Every exterior and interior flight of stairs having more than four risers shall have a handrail on one side of the stair and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface that is more than 30 inches (762 mm) above the floor or grade below shall have *guards*. Handrails shall be not less than 30 inches (762 mm) in height or more than 42 inches (1067 mm) in height measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. *Guards* shall be not less than 30 inches (762 mm) in height above the floor of the landing, balcony, porch, deck, or ramp or other walking surface.

Exception: *Guards* shall not be required where exempted by the adopted building code.

SECTION 308
RUBBISH AND GARBAGE

308.1 Accumulation of rubbish or garbage. *Exterior property* and *premises*, and the interior of every *structure*, shall be free from any accumulation of *rubbish* or garbage.

308.2 Disposal of rubbish. Every *occupant* of a *structure* shall dispose of all *rubbish* in a clean and sanitary manner by placing such *rubbish* in *approved* containers.

308.2.1 Rubbish storage facilities. The *owner* of every occupied *premises* shall supply *approved* covered containers for *rubbish*, and the *owner* of the *premises* shall be responsible for the removal of *rubbish*.

308.2.2 Refrigerators. Refrigerators and similar equipment not in operation shall not be discarded, abandoned or stored on *premises* without first removing the doors.

308.3 Disposal of garbage. Every *occupant* of a *structure* shall dispose of garbage in a clean and sanitary manner by placing such garbage in an *approved* garbage disposal facility or *approved* garbage containers.

308.3.1 Garbage facilities. The *owner* of every dwelling shall supply one of the following: an *approved* mechanical food waste grinder in each *dwelling unit;* an *approved* incinerator unit in the *structure* available to the *occupants* in each *dwelling unit;* or an *approved* leakproof, covered, outside garbage container.

308.3.2 Containers. The *operator* of every establishment producing garbage shall provide, and at all times cause to be utilized, *approved* leakproof containers provided with close-fitting covers for the storage of such materials until removed from the *premises* for disposal.

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SECTION 309
PEST ELIMINATION

309.1 Infestation. Structures shall be kept free from insect and rodent *infestation*. Structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. After *pest elimination*, proper precautions shall be taken to prevent reinfestation.

309.2 Owner. The *owner* of any *structure* shall be responsible for *pest elimination* within the *structure* prior to renting or leasing the *structure.*

309.3 Single occupant. The *occupant* of a one-family dwelling or of a single-*tenant* nonresidential *structure* shall be responsible for *pest elimination* on the *premises.*

309.4 Multiple occupancy. The *owner* of a *structure* containing two or more *dwelling unit*s, a multiple *occupancy*, a *rooming house* or a nonresidential *structure* shall be responsible for *pest elimination* in the public or shared areas of the *structure* and *exterior property*. If *infestation* is caused by failure of an *occupant* to prevent such *infestation* in the area occupied, the *occupant* and *owner* shall be responsible for *pest elimination.*

309.5 Occupant. The *occupant* of any *structure* shall be responsible for the continued rodent and pest-free condition of the *structure*.

Exception: Where the *infestations* are caused by defects in the *structure*, the *owner* shall be responsible for *pest elimination.*

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CHAPTER 4
LIGHT, VENTILATION AND OCCUPANCY LIMITATIONS

User note:

About this chapter: *Chapter 4 sets forth requirements to establish the minimum environment for occupiable and habitable buildings by establishing the minimum criteria for light and ventilation and identifying occupancy limitations including minimum room width and area, minimum ceiling height and restrictions to prevent overcrowding.*

SECTION 401
GENERAL

401.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for light, *ventilation* and space for occupying a *structure*.

401.2 Responsibility. The *owner* of the *structure* shall provide and maintain light, *ventilation* and space conditions in compliance with these requirements. A person shall not occupy as *owner-occupant*, or permit another person to occupy, any *premises* that do not comply with the requirements of this chapter.

401.3 Alternative devices. In lieu of the means for natural light and *ventilation* herein prescribed, artificial light or mechanical *ventilation* complying with the *International Building Code* shall be permitted.

SECTION 402
LIGHT

402.1 Habitable spaces. Every *habitable space* shall have not less than one window of *approved* size facing directly to the outdoors or to a court. The minimum total glazed area for every *habitable space* shall be 8 percent of the floor area of such room. Wherever walls or other portions of a *structure* face a window of any room and such obstructions are located less than 3 feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.

Exception: Where natural light for rooms or spaces without exterior glazing areas is provided through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, or not less than 25 square feet (2.33 m^2), whichever is greater. The exterior glazing area shall be based on the total floor area being served.

402.2 Common halls and stairways. Every common hall and stairway in residential *occupancies*, other than in one- and two-family dwellings, shall be lighted at all times with not less than a 60-watt standard incandescent light bulb for each 200 square feet (19 m^2) of floor area or equivalent illumination, provided that the spacing between lights shall not be greater than 30 feet (9144 mm). In other than residential occupancies, interior and exterior means of egress, stairways shall be illuminated at all times the building space served by the means of egress is occupied with not less than 1 footcandle (11 lux) at floors, landings and treads.

402.3 Other spaces. Other spaces shall be provided with natural or artificial light sufficient to permit the maintenance of sanitary conditions, and the safe *occupancy* of the space and utilization of the appliances, equipment and fixtures.

SECTION 403
VENTILATION

403.1 Habitable spaces. Every *habitable space* shall have not less than one openable window. The total openable area of the window in every room shall be equal to not less than 45 percent of the minimum glazed area required in Section 402.1.

Exception: Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the unobstructed opening to the adjoining room shall be not less than 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.33 m^2). The *ventilation* openings to the outdoors shall be based on a total floor area being ventilated.

403.2 Bathrooms and toilet rooms. Every *bathroom* and *toilet room* shall comply with the *ventilation* requirements for *habitable spaces* as required by Section 403.1, except that a window shall not be required in such spaces equipped with a mechanical *ventilation* system. Air exhausted by a mechanical *ventilation* system from a *bathroom* or *toilet room* shall discharge to the outdoors and shall not be recirculated.

403.3 Cooking facilities. Unless *approved* through the certificate of *occupancy*, cooking shall not be permitted in any *rooming unit* or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in the *rooming unit* or dormitory unit.

Exceptions:

1. Where specifically *approved* in writing by the *code official*.
2. Devices such as coffee pots and microwave ovens shall not be considered cooking appliances.

403.4 Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust *ventilation* system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.

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403.5 Clothes dryer exhaust. Clothes dryer exhaust systems shall be independent of all other systems and shall be exhausted outside the *structure* in accordance with the manufacturer's instructions.

Exception: Listed and *labeled* condensing (ductless) clothes dryers.

SECTION 404
OCCUPANCY LIMITATIONS

404.1 Privacy. *Dwelling units*, hotel units, *housekeeping units, rooming units* and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.

404.2 Minimum room widths. A habitable room, other than a kitchen, shall be not less than 7 feet (2134 mm) in any plan dimension. Kitchens shall have a minimum clear passageway of 3 feet (914 mm) between counterfronts and appliances or counterfronts and walls.

404.3 Minimum ceiling heights. *Habitable spaces*, hallways, corridors, laundry areas, *bathrooms*, *toilet rooms* and habitable *basement* areas shall have a minimum clear ceiling height of 7 feet (2134 mm).

Exceptions:

1. In one- and two-family dwellings, beams or girders spaced not less than 4 feet (1219 mm) on center and projecting not greater than 6 inches (152 mm) below the required ceiling height.
2. *Basement* rooms in one- and two-family dwellings occupied exclusively for laundry, study or recreation purposes, having a minimum ceiling height of 6 feet 8 inches (2033 mm) with a minimum clear height of 6 feet 4 inches (1932 mm) under beams, girders, ducts and similar obstructions.
3. Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a minimum clear ceiling height of 7 feet (2134 mm) over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a minimum clear ceiling height of 5 feet (1524 mm) shall be included.

404.4 Bedroom and living room requirements. Every *bedroom* and living room shall comply with the requirements of Sections 404.4.1 through 404.4.5.

404.4.1 Room area. Every living room shall contain not less than 120 square feet (11.2 m^2) and every bedroom shall contain not less than 70 square feet (6.5 m^2) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 m^2) of floor area for each *occupant* thereof.

404.4.2 Access from bedrooms. *Bedrooms* shall not constitute the only means of access to other *bedrooms* or *habitable spaces* and shall not serve as the only means of egress from other *habitable spaces.*

Exception: Units that contain fewer than two *bedrooms*.

404.4.3 Water closet accessibility. Every *bedroom* shall have access to not less than one water closet and one lavatory without passing through another *bedroom*. Every *bedroom* in a *dwelling unit* shall have access to not less than one water closet and lavatory located in the same story as the *bedroom* or an adjacent story.

404.4.4 Prohibited occupancy. Kitchens and nonhabitable spaces shall not be used for sleeping purposes.

404.4.5 Other requirements. *Bedrooms* shall comply with the applicable provisions of this code including, but not limited to, the light, *ventilation*, room area, ceiling height and room width requirements of this chapter; the plumbing facilities and water-heating facilities requirements of Chapter 5; the heating facilities and electrical receptacle requirements of Chapter 6; and the smoke detector and emergency escape requirements of Chapter 7.

404.5 Overcrowding. *Dwelling units* shall not be occupied by more *occupants* than permitted by the minimum area requirements of Table 404.5.

TABLE 404.5
MINIMUM AREA REQUIREMENTS

SPACE	MINIMUM AREA IN SQUARE FEET		
	1-2 occupants	3-5 occupants	6 or more occupants
Living room[a, b]	120	120	150
Dining room[a, b]	No requirement	80	100
Bedrooms	Shall comply with Section 404.4.1		

For SI: 1 square foot = 0.0929 m^2.

a. See Section 404.5.2 for combined living room/dining room spaces.

b. See Section 404.5.1 for limitations on determining the minimum occupancy area for sleeping purposes.

404.5.1 Sleeping area. The minimum occupancy area required by Table 404.5 shall not be included as a sleeping area in determining the minimum occupancy area for sleeping purposes. Sleeping areas shall comply with Section 404.4.

404.5.2 Combined spaces. Combined living room and dining room spaces shall comply with the requirements of Table 404.5 if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.

404.6 Efficiency unit. Nothing in this section shall prohibit an efficiency living unit from meeting the following requirements:

1. A unit occupied by not more than one *occupant* shall have a minimum clear floor area of 120 square feet (11.2 m^2). A unit occupied by not more than two *occupants* shall have a minimum clear floor area of 220 square feet (20.4 m^2). A unit occupied by three *occupants* shall have a minimum clear floor area of 320 square feet (29.7 m^2). These required areas shall be exclusive of the areas required by Items 2 and 3.
2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a minimum clear working space of 30 inches

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(762 mm) in front. Light and *ventilation* conforming to this code shall be provided.

3. The unit shall be provided with a separate *bathroom* containing a water closet, lavatory and bathtub or shower.
4. The maximum number of *occupants* shall be three.

404.7 Food preparation. Spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

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CHAPTER 5
PLUMBING FACILITIES AND FIXTURE REQUIREMENTS

User note:

About this chapter: *Chapter 5 establishes minimum sanitary and clean conditions in occupied buildings by containing requirements for the installation, maintenance and location of plumbing systems and facilities, including the water supply system, water heating appliances, sewage disposal systems and related plumbing fixtures. Chapter 5 includes requirements for providing potable water to a building and the basic fixtures to effectively utilize and dispose of that water.*

SECTION 501
GENERAL

501.1 Scope. The provisions of this chapter shall govern the minimum plumbing systems, facilities and plumbing fixtures to be provided.

501.2 Responsibility. The *owner* of the *structure* shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *structure* or *premises* that does not comply with the requirements of this chapter.

SECTION 502
REQUIRED FACILITIES

[P] 502.1 Dwelling units. Every *dwelling unit* shall contain its own bathtub or shower, lavatory, water closet and kitchen sink that shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located. A kitchen sink shall not be used as a substitute for the required lavatory.

[P] 502.2 Rooming houses. Not less than one water closet, lavatory and bathtub or shower shall be supplied for each four *rooming units*.

[P] 502.3 Hotels. Where private water closets, lavatories and baths are not provided, one water closet, one lavatory and one bathtub or shower having access from a public hallway shall be provided for each 10 *occupants*.

[P] 502.4 Employees' facilities. Not less than one water closet, one lavatory and one drinking facility shall be available to employees.

[P] 502.4.1 Drinking facilities. Drinking facilities shall be a drinking fountain, water cooler, bottled water cooler or disposable cups next to a sink or water dispenser. Drinking facilities shall not be located in *toilet rooms* or *bathrooms*.

[P] 502.5 Public toilet facilities. Public toilet facilities shall be maintained in a safe, sanitary and working condition in accordance with the *International Plumbing Code*. Except for periodic maintenance or cleaning, public access and use shall be provided to the toilet facilities at all times during *occupancy* of the *premises*.

SECTION 503
TOILET ROOMS

[P] 503.1 Privacy. *Toilet rooms* and *bathrooms* shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior. A door and interior locking device shall be provided for all common or shared *bathrooms* and *toilet rooms* in a multiple dwelling.

[P] 503.2 Location. *Toilet rooms* and *bathrooms* serving hotel units, *rooming units* or dormitory units or *housekeeping units*, shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

[P] 503.3 Location of employee toilet facilities. Toilet facilities shall have access from within the employees' working area. The required toilet facilities shall be located not more than one story above or below the employees' working area and the path of travel to such facilities shall not exceed a distance of 500 feet (152 m). Employee facilities shall either be separate facilities or combined employee and public facilities.

Exception: Facilities that are required for employees in storage structures or kiosks, which are located in adjacent structures under the same ownership, lease or control, shall not exceed a travel distance of 500 feet (152 m) from the employees' regular working area to the facilities.

[P] 503.4 Floor surface. In other than *dwelling units*, every *toilet room* floor shall be maintained to be a smooth, hard, nonabsorbent surface to permit such floor to be easily kept in a clean and sanitary condition.

SECTION 504
PLUMBING SYSTEMS AND FIXTURES

[P] 504.1 General. Plumbing fixtures shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. Plumbing fixtures shall be maintained in a safe, sanitary and functional condition.

[P] 504.2 Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.

[P] 504.3 Plumbing system hazards. Where it is found that a plumbing system in a *structure* constitutes a hazard to the *occupants* or the *structure* by reason of inadequate service,

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inadequate venting, cross connection, backsiphonage, improper installation, *deterioration* or damage or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

SECTION 505
WATER SYSTEM

505.1 General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an *approved* private water system. Kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water in accordance with the *International Plumbing Code*.

[P] 505.2 Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood-level rim of the fixture. Shampoo basin faucets, janitor sink faucets and other hose bibs or faucets to which hoses are attached and left in place, shall be protected by an *approved* atmospheric-type vacuum breaker or an *approved* permanently attached hose connection vacuum breaker.

[P] 505.3 Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.

[P] 505.4 Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature not less than 110°F (43°C). A gas-burning water heater shall not be located in any *bathroom*, *toilet room*, *bedroom* or other occupied room normally kept closed, unless adequate combustion air is provided. An *approved* combination temperature and pressure-relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

[P] 505.5 Nonpotable water reuse systems. Nonpotable water reuse systems and rainwater collection and conveyance systems shall be maintained in a safe and sanitary condition. Where such systems are not properly maintained, the systems shall be repaired to provide for safe and sanitary conditions, or the system shall be abandoned in accordance with Section 505.5.1.

[P] 505.5.1 Abandonment of systems. Where a nonpotable water reuse system or a rainwater collection and distribution system is not maintained or the *owner* ceases use of the system, the system shall be abandoned in accordance with Section 1301.10 of the *International Plumbing Code*.

SECTION 506
SANITARY DRAINAGE SYSTEM

[P] 506.1 General. Plumbing fixtures shall be properly connected to either a public sewer system or to an *approved* private sewage disposal system.

[P] 506.2 Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

[P] 506.3 Grease interceptors. Grease interceptors and automatic grease removal devices shall be maintained in accordance with this code and the manufacturer's installation instructions. Grease interceptors and automatic grease removal devices shall be regularly serviced and cleaned to prevent the discharge of oil, grease, and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes. Records of maintenance, cleaning and repairs shall be available for inspection by the *code official*.

SECTION 507
STORM DRAINAGE

[P] 507.1 General. Drainage of roofs and paved areas, *yards* and courts, and other open areas on the *premises* shall not be discharged in a manner that creates a public nuisance.

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CHAPTER 6
MECHANICAL AND ELECTRICAL REQUIREMENTS

User note:

About this chapter: *Chapter 6 establishes minimum performance requirements for heating, electrical and mechanical facilities serving existing structures, such as heating and air-conditioning equipment, appliances and their supporting systems; water heating equipment, appliances and systems; cooking equipment and appliances; ventilation and exhaust equipment; gas and liquid fuel distribution piping and components; fireplaces and solid fuel-burning appliances; chimneys and vents; electrical services; lighting fixtures; electrical receptacle outlets; electrical distribution system equipment, devices and wiring; and elevators, escalators and dumbwaiters.*

SECTION 601
GENERAL

601.1 Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.

601.2 Responsibility. The *owner* of the *structure* shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that does not comply with the requirements of this chapter.

SECTION 602
HEATING FACILITIES

602.1 Facilities required. Heating facilities shall be provided in structures as required by this section.

602.2 Residential occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms* based on the winter outdoor design temperature for the locality indicated in Appendix D of the *International Plumbing Code*. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used, as a means to provide required heating. The installation of one or more portable space heaters shall not be used to achieve compliance with this section.

Exception: In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.3 Heat supply. Every *owner* and *operator* of any building who rents, leases or lets one or more *dwelling units* or *sleeping units* on terms, either expressed or implied, to furnish heat to the *occupants* thereof shall supply heat during the period from **[DATE]** to **[DATE]** to maintain a minimum temperature of 68°F (20°C) in all habitable rooms, *bathrooms* and *toilet rooms.*

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C), a minimum temperature of 65°F (18°C) shall be maintained.

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from **[DATE]** to **[DATE]** to maintain a minimum temperature of 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

602.5 Room temperature measurement. The required room temperatures shall be measured 3 feet (914 mm) above the floor near the center of the room and 2 feet (610 mm) inward from the center of each exterior wall.

SECTION 603
MECHANICAL EQUIPMENT

603.1 Mechanical equipment and appliances. Mechanical equipment, appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

603.2 Removal of combustion products. Fuel-burning equipment and appliances shall be connected to an *approved* chimney or vent.

Exception: Fuel-burning equipment and appliances that are *labeled* for unvented operation.

603.3 Clearances. Required clearances to combustible materials shall be maintained.

603.4 Safety controls. Safety controls for fuel-burning equipment shall be maintained in effective operation.

603.5 Combustion air. A supply of air for complete combustion of the fuel and for *ventilation* of the space containing the fuel-burning equipment shall be provided for the fuel-burning equipment.

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603.6 Energy conservation devices. Devices intended to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom, shall not be installed unless *labeled* for such purpose and the installation is specifically *approved*.

SECTION 604
ELECTRICAL FACILITIES

604.1 Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and Section 605.

604.2 Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70. *Dwelling units* shall be served by a three-wire, 120/240 volt, single-phase electrical service having a minimum rating of 60 amperes.

604.3 Electrical system hazards. Where it is found that the electrical system in a *structure* constitutes a hazard to the *occupants* or the *structure* by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, *deterioration* or damage, or for similar reasons, the *code official* shall require the defects to be corrected to eliminate the hazard.

604.3.1 Abatement of electrical hazards associated with water exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to water.

604.3.1.1 Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: The following equipment shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement:

1. Enclosed switches, rated not more than 600 volts or less.
2. Busway, rated not more than 600 volts.
3. Panelboards, rated not more than 600 volts.
4. Switchboards, rated not more than 600 volts.
5. Fire pump controllers, rated not more than 600 volts.
6. Manual and magnetic motor controllers.
7. Motor control centers.
8. Alternating current high-voltage circuit breakers.
9. Low-voltage power circuit breakers.
10. Protective relays, meters and current transformers.
11. Low- and medium-voltage switchgear.
12. Liquid-filled transformers.
13. Cast-resin transformers.
14. Wire or cable that is suitable for wet locations and whose ends have not been exposed to water.
15. Wire or cable, not containing fillers, that is suitable for wet locations and whose ends have not been exposed to water.
16. Luminaires that are listed as submersible.
17. Motors.
18. Electronic control, signaling and communication equipment.

604.3.2 Abatement of electrical hazards associated with fire exposure. The provisions of this section shall govern the repair and replacement of electrical systems and equipment that have been exposed to fire.

604.3.2.1 Electrical equipment. Electrical switches, receptacles and fixtures, including furnace, water heating, security system and power distribution circuits, that have been exposed to fire, shall be replaced in accordance with the provisions of the *International Building Code*.

Exception: Electrical switches, receptacles and fixtures that shall be allowed to be repaired where an inspection report from the equipment manufacturer or *approved* manufacturer's representative indicates that the equipment has not sustained damage that requires replacement.

SECTION 605
ELECTRICAL EQUIPMENT

605.1 Installation. Electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and *approved* manner.

605.2 Receptacles. Every *habitable space* in a dwelling shall contain not less than two separate and remote receptacle outlets. Every laundry area shall contain not less than one grounding-type receptacle or a receptacle with a ground fault circuit interrupter. Every *bathroom* shall contain not less than one receptacle. Any new *bathroom* receptacle outlet shall have ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.3 Luminaires. Every public hall, interior stairway, *toilet room*, kitchen, *bathroom*, laundry room, boiler room and furnace room shall contain not less than one electric luminaire. Pool and spa luminaires over 15 V shall have ground fault circuit interrupter protection.

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605.4 Wiring. Flexible cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

SECTION 606
ELEVATORS, ESCALATORS AND DUMBWAITERS

606.1 General. Elevators, dumbwaiters and escalators shall be maintained in compliance with ASME A17.1. The most current certificate of inspection shall be on display at all times within the elevator or attached to the escalator or dumbwaiter, be available for public inspection in the office of the building *operator* or be posted in a publicly conspicuous location *approved* by the *code official*. The inspection and tests shall be performed at not less than the periodic intervals listed in ASME A17.1, Appendix N, except where otherwise specified by the authority having jurisdiction.

606.2 Elevators. In buildings equipped with passenger elevators, not less than one elevator shall be maintained in operation at all times when the building is occupied.

Exception: Buildings equipped with only one elevator shall be permitted to have the elevator temporarily out of service for testing or servicing.

SECTION 607
DUCT SYSTEMS

607.1 General. Duct systems shall be maintained free of obstructions and shall be capable of performing the required function.

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CHAPTER 7
FIRE SAFETY REQUIREMENTS

User note:

About this chapter: *Chapter 7 establishes fire safety requirements for existing structures by providing requirements for means of egress, including path of travel, required egress width, means of egress doors and emergency escape openings, and for the maintenance of fire-resistance-rated assemblies, fire protection systems, and carbon monoxide alarm and detection systems.*

SECTION 701
GENERAL

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior *premises*, including fire safety facilities and equipment to be provided.

701.2 Responsibility. The *owner* of the *premises* shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that do not comply with the requirements of this chapter.

SECTION 702
MEANS OF EGRESS

[BE] 702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or *structure* to the *public way*. Means of egress shall comply with the *International Fire Code*.

[BE] 702.2 Aisles. The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

[BE] 702.3 Locked doors. Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

[BE] 702.4 Emergency escape and rescue openings. Required emergency escape and rescue openings shall be maintained in accordance with the code in effect at the time of construction, and both of the following:

1. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools.
2. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided that the minimum net clear opening size complies with the code that was in effect at the time of construction and the unit is equipped with smoke alarms installed in accordance with Section 907.2.10 of the *International Building Code*. Such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 703
FIRE-RESISTANCE RATINGS

[BF] 703.1 Fire-resistance-rated assemblies. The provisions of this chapter shall govern maintenance of the materials, systems and assemblies used for structural fire resistance and fire-resistance-rated construction separation of adjacent spaces to safeguard against the spread of fire and smoke within a building and the spread of fire to or from buildings.

[BF] 703.2 Unsafe conditions. Where any components are not maintained and do not function as intended or do not have the fire resistance required by the code under which the building was constructed or altered, such components or portions thereof shall be deemed unsafe conditions in accordance with Section 114.1.1 of the *International Fire Code*. Components or portions thereof determined to be unsafe shall be repaired or replaced to conform to that code under which the building was constructed or altered. Where the condition of components is such that any building, *structure* or portion thereof presents an *imminent danger* to the *occupants* of the building, *structure* or portion thereof, the fire *code official* shall act in accordance with Section 114.2 of the *International Fire Code*.

[BF] 703.3 Maintenance. The required fire-resistance rating of fire-resistance-rated construction, including walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and joint systems, shall be maintained. Such elements shall be visually inspected annually by the *owner* and repaired, restored or replaced where damaged, altered, breached or penetrated. Records of inspections and repairs shall be maintained. Where concealed, such elements shall not be required to be visually inspected by the *owner* unless the concealed space is accessible by the removal or movement of a panel, access door, ceiling tile or entry to the space. Openings made therein for the passage of pipes, electrical conduit, wires, ducts, air transfer and any other reason shall be protected with *approved* methods capable of resisting the passage of smoke and fire. Openings through fire-resistance-rated assemblies shall be protected by self- or automatic-closing doors of *approved* construction meeting the fire protection requirements for the assembly.

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[BF] 703.3.1 Fire blocking and draft stopping. Required fire blocking and draft stopping in combustible concealed spaces shall be maintained to provide continuity and integrity of the construction.

[BF] 703.3.2 Smoke barriers and smoke partitions. Required smoke barriers and smoke partitions shall be maintained to prevent the passage of smoke. Openings protected with *approved* smoke barrier doors or smoke dampers shall be maintained in accordance with NFPA 105.

[BF] 703.3.3 Fire walls, fire barriers, and fire partitions. Required fire walls, fire barriers and fire partitions shall be maintained to prevent the passage of fire. Openings protected with *approved* doors or fire dampers shall be maintained in accordance with NFPA 80.

[BF] 703.4 Opening protectives. Opening protectives shall be maintained in an operative condition in accordance with NFPA 80. The application of field-applied labels associated with the maintenance of opening protectives shall follow the requirements of the *approved* third-party certification organization accredited for listing the opening protective. Fire doors and smoke barrier doors shall not be blocked or obstructed, or otherwise made inoperable. Fusible links shall be replaced whenever fused or damaged. Fire door assemblies shall not be modified.

[BF] 703.4.1 Signs. Where required by the *code official*, a sign shall be permanently displayed on or near each fire door in letters not less than 1 inch (25 mm) high to read as follows:

1. For doors designed to be kept normally open: FIRE DOOR – DO NOT BLOCK.
2. For doors designed to be kept normally closed: FIRE DOOR – KEEP CLOSED.

[BF] 703.4.2 Hold-open devices and closers. Hold-open devices and automatic door closers shall be maintained. During the period that such a device is out of service for repairs, the door it operates shall remain in the closed position.

[BF] 703.4.3 Door operation. Swinging fire doors shall close from the full-open position and latch automatically. The door closer shall exert enough force to close and latch the door from any partially open position.

[BF] 703.5 Ceilings. The hanging and displaying of salable goods and other decorative materials from acoustical ceiling systems that are part of a fire-resistance-rated horizontal assembly shall be prohibited.

[BF] 703.6 Testing. Horizontal and vertical sliding and rolling fire doors shall be inspected and tested annually to confirm operation and full closure. Records of inspections and testing shall be maintained.

[BF] 703.7 Vertical shafts. Interior vertical shafts, including stairways, elevator hoistways and service and utility shafts, which connect two or more stories of a building shall be enclosed or protected as required in Chapter 11 of the *International Fire Code*. New floor openings in existing buildings shall comply with the *International Building Code*.

[BF] 703.8 Opening protective closers. Where openings are required to be protected, opening protectives shall be maintained self-closing or automatic-closing by smoke detection. Existing fusible-link-type automatic door-closing devices shall be replaced if the fusible link rating exceeds 135°F (57°C).

SECTION 704
FIRE PROTECTION SYSTEMS

[F] 704.1 Inspection, testing and maintenance. Fire protection and life safety systems shall be maintained in accordance with the *International Fire Code* in an operative condition at all times, and shall be replaced or repaired where defective.

[F] 704.1.1 Fire protection and life safety systems. Fire protection and life safety systems shall be installed, repaired, operated and maintained in accordance with this code the International Fire Code and the International Building Code.

[F] 704.1.2 Required fire protection and life safety systems. Fire protection and life safety systems required by this code, the *International Fire Code* or the *International Building Code* shall be installed, repaired, operated, tested and maintained in accordance with this code. A fire protection and life safety system for which a design option, exception or reduction to the provisions of this code, the *International Fire Code* or the *International Building Code* has been granted shall be considered to be a required system.

[F] 704.1.3 Fire protection systems. Fire protection systems shall be inspected, maintained and tested in accordance with the following *International Fire Code* requirements.

1. Automatic sprinkler systems, see Section 903.5.
2. Automatic fire-extinguishing systems protecting commercial cooking systems, see Section 904.13.5.
3. Automatic water mist extinguishing systems, see Section 904.11.
4. Carbon dioxide extinguishing systems, see Section 904.8.
5. Carbon monoxide alarms and carbon monoxide detection systems, see Section 915.6.
6. Clean-agent extinguishing systems, see Section 904.10.
7. Dry-chemical extinguishing systems, see Section 904.6.
8. Fire alarm and fire detection systems, see Section 907.8.
9. Fire department connections, see Sections 912.4 and 912.7.
10. Fire pumps, see Section 913.5.
11. Foam extinguishing systems, see Section 904.7.
12. Halon extinguishing systems, see Section 904.9.

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13. Single- and multiple-station smoke alarms, see Section 907.10.
14. Smoke and heat vents and mechanical smoke removal systems, see Section 910.5.
15. Smoke control systems, see Section 909.22.
16. Wet-chemical extinguishing systems, see Section 904.5.

[F] 704.2 Standards. Fire protection systems shall be inspected, tested and maintained in accordance with the referenced standards listed in Table 704.2 and as required in this section.

TABLE 704.2
FIRE PROTECTION SYSTEM MAINTENANCE STANDARDS

SYSTEM	STANDARD
Portable fire extinguishers	NFPA 10
Carbon dioxide fire-extinguishing system	NFPA 12
Halon 1301 fire-extinguishing systems	NFPA 12A
Dry-chemical extinguishing systems	NFPA 17
Wet-chemical extinguishing systems	NFPA 17A
Water-based fire protection systems	NFPA 25
Fire alarm systems	NFPA 72
Smoke and heat vents	NFPA 204
Water-mist systems	NFPA 750
Clean-agent extinguishing systems	NFPA 2001

[F] 704.2.1 Records. Records shall be maintained of all system inspections, tests and maintenance required by the referenced standards.

[F] 704.2.2 Records information. Initial records shall include the: name of the installation contractor; type of components installed; manufacturer of the components; location and number of components installed per floor; and manufacturers' operation and maintenance instruction manuals. Such records shall be maintained for the life of the installation.

[F] 704.3 Systems out of service. Where a required fire protection system is out of service, the fire department and the fire *code official* shall be notified immediately and, where required by the fire *code official*, either the building shall be evacuated or an *approved* fire watch shall be provided for all *occupants* left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with not less than one *approved* means for notification of the fire department and shall not have duties beyond performing constant patrols of the protected *premises* and keeping watch for fires. Actions shall be taken in accordance with Section 901 of the *International Fire Code* to bring the systems back in service.

Exception: Facilities with an approved notification and impairment management program. The notification and impairment program for water-based fire protection systems shall comply with NFPA 25.

[F] 704.3.1 Emergency impairments. Where unplanned impairments of fire protection systems occur, appropriate emergency action shall be taken to minimize potential injury and damage. The impairment coordinator shall implement the steps outlined in Section 901.7.4 of the *International Fire Code*.

[F] 704.4 Removal of or tampering with equipment. It shall be unlawful for any person to remove, tamper with or otherwise disturb any fire protection or life safety system required by this code except for the purposes of extinguishing fire, training, recharging or making necessary repairs.

[F] 704.4.1 Removal of or tampering with appurtenances. Locks, gates, doors, barricades, chains, enclosures, signs, tags and seals that have been installed by or at the direction of the fire *code official* shall not be removed, unlocked, destroyed or tampered with in any manner.

[F] 704.4.2 Removal of existing occupant-use hose lines. The fire *code official* is authorized to permit the removal of existing *occupant*-use hose lines where all of the following apply:

1. The installation is not required by the *International Fire Code* or the *International Building Code*.
2. The hose line would not be utilized by trained personnel or the fire department.
3. The remaining outlets are compatible with local fire department fittings.

[F] 704.4.3 Termination of monitoring service. For fire alarm systems required to be monitored by the *International Fire Code*, notice shall be made to the fire *code official* whenever alarm monitoring services are terminated. Notice shall be made in writing by the provider of the monitoring service being terminated.

[F] 704.5 Fire department connection. Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an *approved* sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire *code official*.

[F] 704.5.1 Fire department connection access. Ready access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or movable object. Access to fire department connections shall be *approved* by the fire chief.

Exception: Fences, where provided with an access gate equipped with a sign complying with the legend requirements of Section 912.5 of the *International Fire Code* and a means of emergency operation. The gate and the means of emergency operation shall be *approved* by the fire chief and maintained operational at all times.

[F] 704.5.2 Clear space around connections. A working space of not less than 36 inches (914 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in

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height shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections.

[F] 704.6 Single- and multiple-station smoke alarms. Single- and multiple-station smoke alarms shall be installed in existing Group I-1 and R *occupancies* in accordance with Sections 704.6.1 through 704.6.3.

[F] 704.6.1 Where required. Existing Group I-1 and R *occupancies* shall be provided with single-station smoke alarms in accordance with Sections 704.6.1.1 through 704.6.1.4. Interconnection and power sources shall be in accordance with Sections 704.6.2 and 704.6.3.

Exceptions:

1. Where the code that was in effect at the time of construction required smoke alarms and smoke alarms complying with those requirements are already provided.
2. Where smoke alarms have been installed in occupancies and dwellings that were not required to have them at the time of construction, additional smoke alarms shall not be required provided that the existing smoke alarms comply with requirements that were in effect at the time of installation.
3. Where smoke detectors connected to a fire alarm system have been installed as a substitute for smoke alarms.

[F] 704.6.1.1 Group R-1. Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

1. In sleeping areas.
2. In every room in the path of the means of egress from the sleeping area to the door leading from the *sleeping unit*.
3. In each story within the *sleeping unit*, including *basements*. For *sleeping units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.6.1.2 Groups R-2, R-3, R-4 and I-1. Single or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of *occupant load* at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a *dwelling unit*, including *basements* but not including crawl spaces and uninhabitable attics. In *dwellings* or *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.6.1.3 Installation near cooking appliances. Smoke alarms shall not be installed in the following locations unless this would prevent placement of a smoke alarm in a location required by Section 704.6.1.1 or 704.6.1.2.

1. Ionization smoke alarms shall not be installed less than 20 feet (6096 m) horizontally from a permanently installed cooking appliance.
2. Ionization smoke alarms with an alarm-silencing switch shall not be installed less than 10 feet (3048 mm) horizontally from a permanently installed cooking appliance.
3. Photoelectric smoke alarms shall not be installed less than 6 feet (1829 mm) horizontally from a permanently installed cooking appliance.

[F] 704.6.1.4 Installation near bathrooms. Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a *bathroom* that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by Section 704.6.1.1 or 704.6.1.2.

[F] 704.6.2 Interconnection. Where more than one smoke alarm is required to be installed within an individual *dwelling* or *sleeping unit*, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings that are not undergoing *alterations*, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where *alterations* or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available that could provide access for interconnection without the removal of interior finishes.

[F] 704.6.3 Power source. Single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a

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signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exceptions:

1. Smoke alarms are permitted to be solely battery operated in existing buildings where construction is not taking place.
2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source.
3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing *alterations* or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available that could provide access for building wiring without the removal of interior finishes.

[F] 704.6.4 Smoke detection system. Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single- and multiple-station smoke alarms and shall comply with the following:

1. The fire alarm system shall comply with all applicable requirements in Section 907 of the *International Fire Code*.
2. Activation of a smoke detector in a dwelling or sleeping unit shall initiate alarm notification in the *dwelling* or *sleeping unit* in accordance with Section 907.5.2 of the *International Fire Code*.
3. Activation of a smoke detector in a *dwelling* or *sleeping unit* shall not activate alarm notification appliances outside of the *dwelling* or *sleeping unit*, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.6 of the *International Fire Code*.

[F] 704.7 Single- and multiple-station smoke alarms. Single- and multiple-station smoke alarms shall be tested and maintained in accordance with the manufacturer's instructions. Smoke alarms that do not function shall be replaced. Smoke alarms installed in one- and two-family dwellings shall be replaced not more than 10 years from the date of manufacture marked on the unit, or shall be replaced if the date of manufacture cannot be determined.

SECTION 705
CARBON MONOXIDE ALARMS AND DETECTION

[F] 705.1 General. Carbon monoxide alarms shall be installed in dwellings in accordance with Section 1103.9 of the *International Fire Code*, except that alarms in dwellings covered by the *International Residential Code* shall be installed in accordance with Section R315 of that code.

[F] 705.2 Carbon monoxide alarms and detectors. Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 720. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

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CHAPTER 8
REFERENCED STANDARDS

User note:

About this chapter: *This code contains numerous references to standards promulgated by other organizations that are used to provide requirements for materials and methods of construction. Chapter 8 contains a comprehensive list of all standards that are referenced in this code. These standards, in essence, are part of this code to the extent of the reference to the standard.*

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.8.

ASME

American Society of Mechanical Engineers
Two Park Avenue
New York, NY 10016-5990

ASME A17.1—2019/CSA B44—19: Safety Code for Elevators and Escalators
606.1

ASTM

ASTM International
100 Barr Harbor Drive, P.O. Box C700
West Conshohocken, PA 19428-2959

F1346—91 (2018): Performance Specifications for Safety Covers and Labeling Requirements for All Covers for Swimming Pools, Spas and Hot Tubs
303.2

ICC

International Code Council
500 New Jersey Avenue, NW 6th Floor
Washington, DC 20001

IBC—21: International Building Code®
102.3, 201.3, 304.1.1, 305.1.1, 306.1.1, 403.1, 604.3.1.1, 604.3.2.1, 702.3, 704.4.2

IEBC—21: International Existing Building Code®
102.3, 201.3, 304.1.1, 305.1.1, 306.1.1

IECC—21: International Energy Conservation Code®
102.3

IFC—21: International Fire Code®
102.3, 201.3, 604.3.1.1, 702.1, 702.2, 704.1, 704.1.2, 704.1.3, 704.3, 704.3.1, 704.4.2, 704.4.3, 704.5.1, 704.6.4, 705.1

IFGC—21: International Fuel Gas Code®
102.3, 201.3

IMC—21: International Mechanical Code®
102.3, 201.3

IPC—21: International Plumbing Code®
102.3, 201.3, 502.5, 505.1, 505.5.1, 602.2, 602.3

IRC—21: International Residential Code®
102.3, 201.3

IZC—21: International Zoning Code®
102.3, 201.3

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NFPA

National Fire Protection Association
1 Batterymarch Park
Quincy, MA 02169-7471

10—21: Standard for Portable Fire Extinguishers
Table 704.2

12—18: Standard on Carbon Dioxide Extinguishing Systems
Table 704.2

12A—18: Standard on Halon 1301 Fire Extinguishing Systems
Table 704.2

17—20: Standard for Dry Chemical Extinguishing Systems
Table 704.2

17A—20: Standard for Wet Chemical Extinguishing Systems
Table 704.2

25—20: Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems
Table 704.2

70—20: National Electrical Code
102.3, 201.3, 604.2

72—19: National Fire Alarm and Signaling Code
Table 704.2

80—19: Standard for Fire Doors and Other Opening Protectives
703.3.3, 703.4

105—19: Standard for Smoke Door Assemblies and Other Opening Protectives
703.3.2

204—18: Standard for Smoke and Heat Venting
Table 704.2

720—15: Standard for the Installation of Carbon Monoxide (CO) Detection and Warning Equipment
705.2

750—19: Standard on Water Mist Fire Protection Systems
Table 704.2

2001—18: Standard on Clean Agent Fire Extinguishing Systems
Table 704.2

UL

Underwriters Laboratories, LLC
333 Pfingsten Road
Northbrook, IL 60062

268—2016: Smoke Detectors for Fire Alarm Systems—with revisions through July 2016
704.6.4

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APPENDIX A
BOARDING STANDARD

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: *Appendix A provides minimum specifications for boarding a structure. This can be utilized by a jurisdiction as a set of minimum requirements in order to result in consistent boarding quality. These requirements also provide a reasonable means to eliminate having to approve numerous methods or materials for the boarding and securing of a structure. It is important to note that the provisions of Appendix A are not mandatory unless specifically referenced in the adopting ordinance of the authority having jurisdiction.*

A101
GENERAL

A101.1 General. Windows and doors shall be boarded in an *approved* manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing *structure*.

A102
MATERIALS

A102.1 Boarding sheet material. Boarding sheet material shall be minimum $^1/_2$-inch-thick (12.7 mm) wood structural panels complying with the *International Building Code*.

A102.2 Boarding framing material. Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the *International Building Code*.

A102.3 Boarding fasteners. Boarding fasteners shall be minimum $^3/_8$-inch-diameter (9.5 mm) carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the *International Building Code*.

A103
INSTALLATION

A103.1 Boarding installation. The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5.

A103.2 Boarding sheet material. The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

A103.3 Windows. The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches (152 mm) minimum above the bottom and below the top of the window opening. The framing and boarding shall be predrilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

A103.4 Door walls. The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured with screws and nails alternating every 6 inches (152 mm) on center.

A103.5 Doors. Doors shall be secured by the same method as for windows or door openings. One door to the *structure* shall be available for authorized entry and shall be secured and locked in an *approved* manner.

A104
REFERENCED STANDARD

A104.1 Referenced standards. Table A104.1 lists the standard that is referenced in various sections of this appendix. The standard is listed herein by the standard identification, the effective date and title and the section or sections of this document that reference the standard. The application of the referenced standards shall be as specified in Section 102.8.

TABLE A104.1
REFERENCED STANDARD

STANDARD ACRONYM	STANDARD NAME	SECTIONS HEREIN REFERENCED
IBC—21	International Building Code	A102.1, A102.2, A102.3

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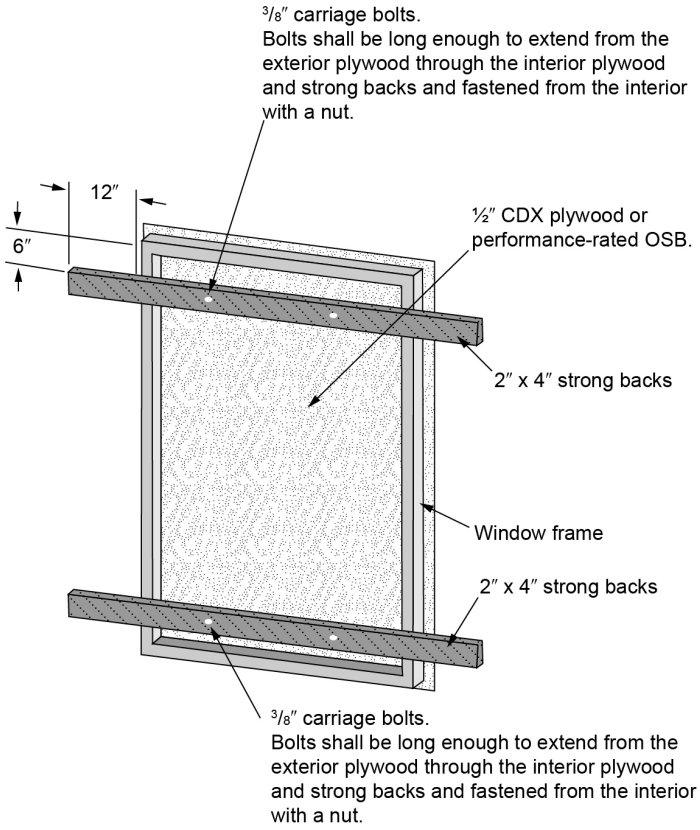
APPENDIX A BOARDING STANDARD



For SI: 1 inch = 25.4 mm.

FIGURE A103.1(1)
BOARDING OF DOOR OR WINDOW

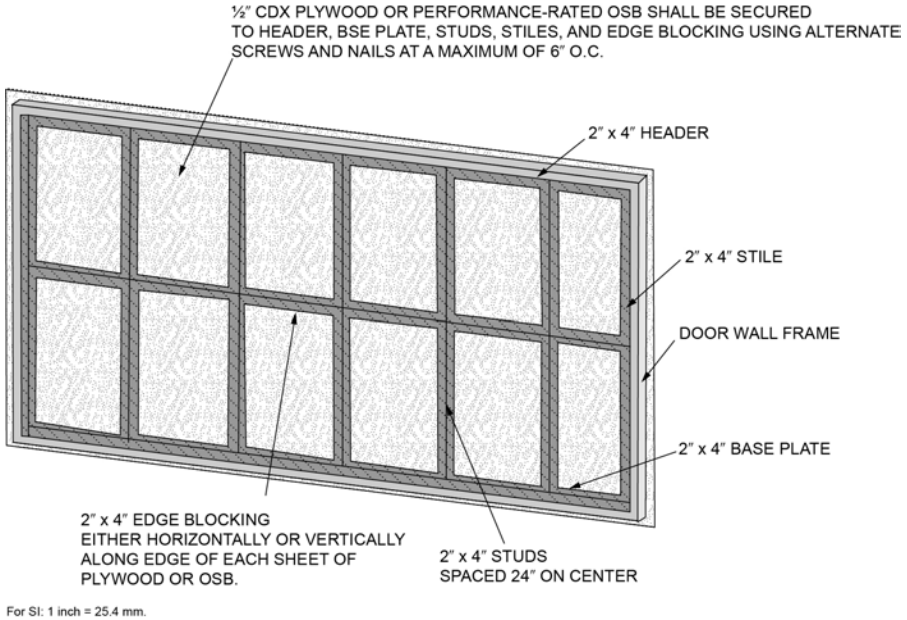


FIGURE A103.1(2)
BOARDING OF DOOR WALL

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APPENDIX B

BOARD OF APPEALS

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: *Appendix B provides criteria for Board of Appeals members. Also provided are procedures by which the Board of Appeals should conduct its business.*

Code development reminder: *Code change proposals to this appendix will be considered by the Administrative Code Development Committee during the 2022 (Group B) Code Development Cycle.*

SECTION B101
GENERAL

B101.1 Scope. A board of appeals shall be established within the jurisdiction for the purpose of hearing applications for modification of the requirements of this code pursuant to the provisions of Section 107 (Means of Appeals). The board shall be established and operated in accordance with this section, and shall be authorized to hear evidence from appellants and the code official pertaining to the application and intent of this code for the purpose of issuing orders pursuant to these provisions.

B101.2 Application for appeal. Any person shall have the right to appeal a decision of the *code official* to the board. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The application shall be filed on a form obtained from the *code official* within 20 days after the notice was served.

B101.2.1 Limitation of authority. The board shall not have authority to waive requirements of this code or interpret the administration of this code.

B101.2.2 Stays of enforcement. Appeals of notice and orders, other than *Imminent Danger* notices, shall stay the enforcement of the notice and order until the appeal is heard by the board.

**

B101.3 Membership of the board. The board shall consist of five voting members appointed by the chief appointing authority of the jurisdiction. Each member shall serve for [INSERT NUMBER OF YEARS] years or until a successor has been appointed. The board member's terms shall be staggered at intervals, so as to provide continuity. The *code official* shall be an ex officio member of said board but shall not vote on any matter before the board.

B101.3.1 Qualifications. The board shall consist of five individuals, who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

B101.3.2 Alternate members. The chief appointing authority is authorized to appoint two alternate members who shall be called by the board chairperson to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership, and shall be appointed for the same term or until a successor has been appointed.

B101.3.3 Vacancies. Vacancies shall be filled for an unexpired term in the same manner in which original appointments are required to be made.

B101.3.4 Chairperson. The board shall annually select one of its members to serve as chairperson.

B101.3.5 Secretary. The chief appointing authority shall designate a qualified clerk to serve as secretary to the board. The secretary shall file a detailed record of all proceedings which shall set forth the reasons for the board's decision, the vote of each member, the absence of a member and any failure of a member to vote.

B101.3.6 Conflict of interest. A member with any personal, professional or financial interest in a matter before the board shall declare such interest and refrain from participating in discussions, deliberations and voting on such matters.

B101.3.7 Compensation of members. Compensation of members shall be determined by law.

B101.3.8 Removal from the board. A member shall be removed from the board prior to the end of their terms only for cause. Any member with continued absence from regular meeting of the board may be removed at the discretion of the chief appointing authority.

B101.4 Rules and procedures. The board shall establish policies and procedures necessary to carry out its duties consistent with the provisions of this code and applicable state law. The procedures shall not require compliance with strict rules of evidence, but shall mandate that only relevant information be presented.

B101.5 Notice of meeting. The board shall meet upon notice from the chairperson, within 10 days of the filing of an appeal or at stated periodic intervals.

B101.5.1 Open hearing. All hearings before the board shall be open to the public. The appellant, the appellant's representative, the *code official* and any person whose interests are affected shall be given an opportunity to be heard.

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B101.5.2 Quorum. Three members of the board shall constitute a quorum.

B101.5.3 Postponed hearing. When five members are not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

B101.6 Legal counsel. The jurisdiction shall furnish legal counsel to the board to provide members with general legal advice concerning matters before them for consideration. Members shall be represented by legal counsel at the jurisdiction's expense in all matters arising from service within the scope of their duties.

B101.7 Board decision. The board shall only modify or reverse the decision of the *code official* by a concurring vote of three or more members.

B101.7.1 Resolution. The decision of the board shall be by resolution. Every decision shall be promptly filed in writing in the office of the *code official* within three days and shall be open to the public for inspection. A certified copy shall be furnished to the appellant or the appellant's representative and to the *code official*.

B101.7.2 Administration. The *code official* shall take immediate action in accordance with the decision of the board.

B101.8 Court review. Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

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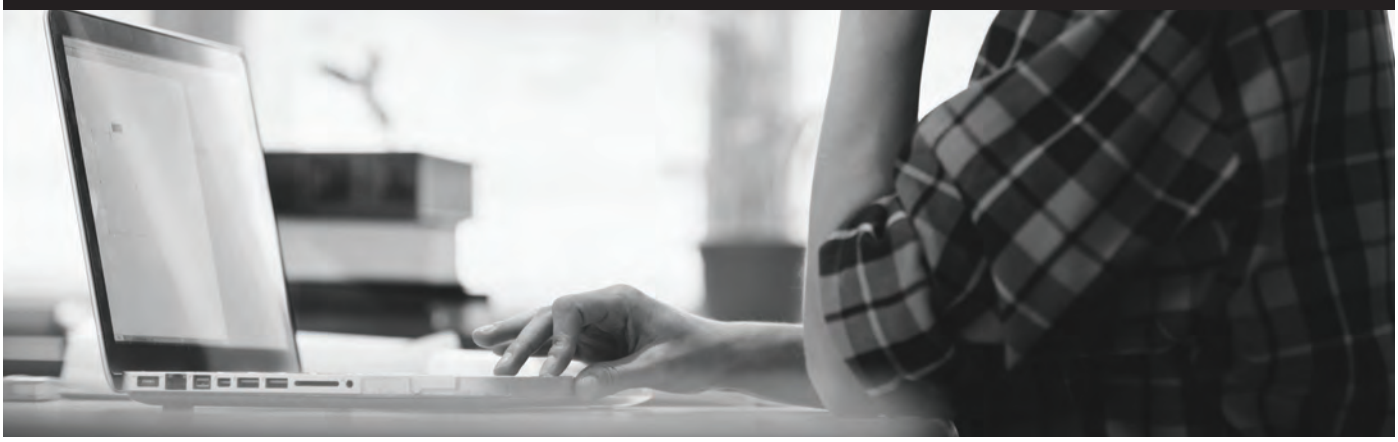

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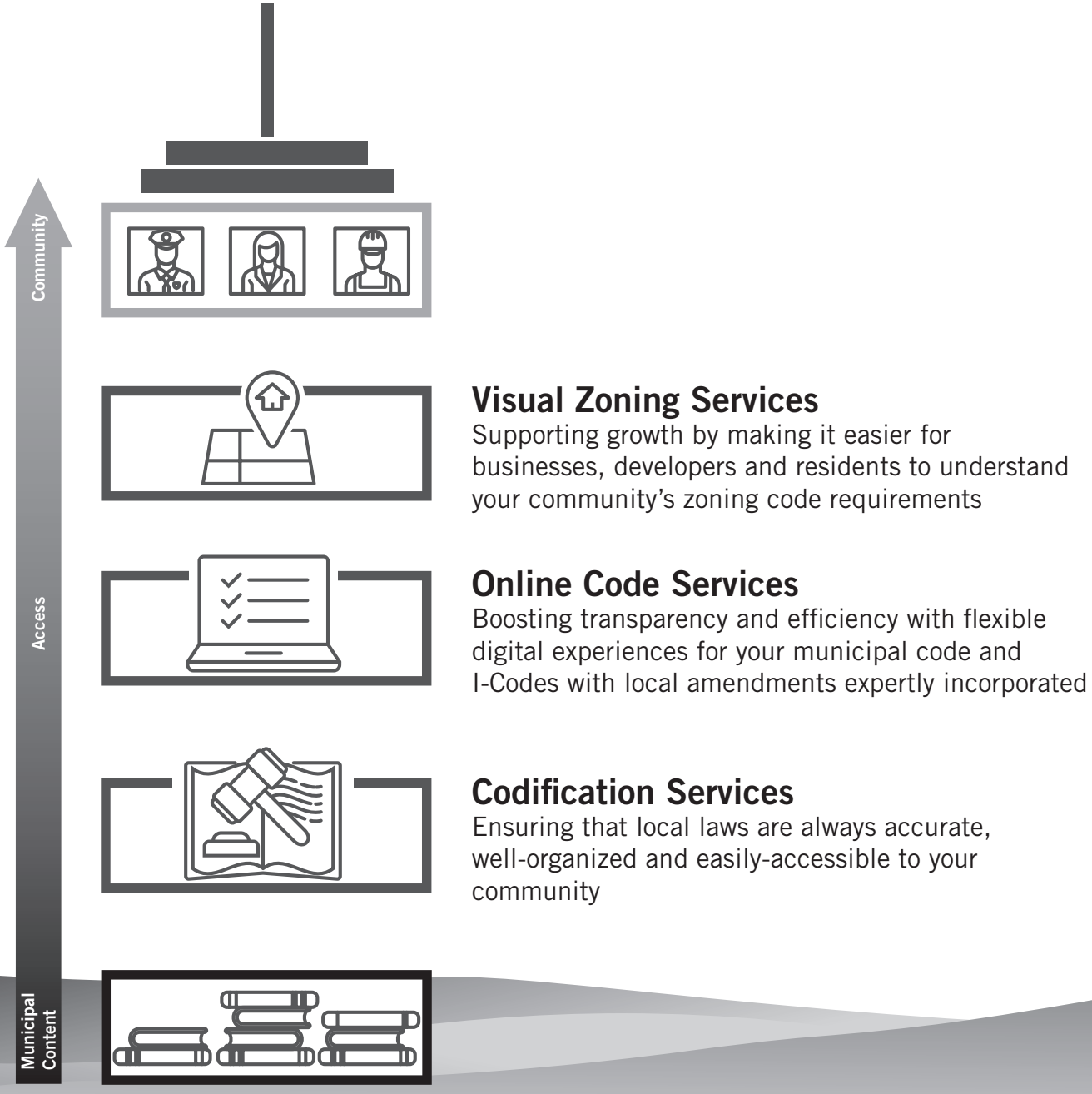

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CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey City Council conducted a regular meeting on Tuesday, June 22, 2021, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Mark Kuzma
Councilmember Ryan Heineman
Councilmember Chelsee Howell
Councilmember Debra Musgrove
Councilmember Chris Riley
Councilmember Dan Specht
Councilmember Matt Woestehoff

Members Absent: None

Also Present: City Administrator Kurtis Ulrich
Police Chief Jeff Katers
Deputy City Administrator Timothy Gladhill
City Engineer Bruce Westby
Senior Planner Chloe McGuire Brigl

1. CALL TO ORDER

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

2. PRESENTATION

2.01: Annual Police Department Update and Review of 2020 Activity

Police Chief Katers presented a review of the calls for service data, crime trends, and a general update on the police department activities during 2020.

Councilmember Musgrove thanked Police Chief Katers and his department for the work that they do. She commented that the department works well behind the scenes and the residents appreciate that work. She recognized that the past year has been difficult, noting that her nephew died this past month from a random gunshot in Minneapolis.

3. CITIZEN INPUT

Randy Bauer, 14942 Quintana St, stated that a few years ago he addressed the Council related to a request to add flashing yellow lights for left turn lanes. He stated that there seemed to be support for that but there has not been progress made for the past two years. He commented that Ramsey

is intended to be a balance of rural and urban and there is no need to sit for a length of time in a left turn lane when there is no other traffic coming. He commented that the left turn arrows should be flashing yellow at all times.

Tom Heineman, 8239 155th Lane, stated that in 2017 there was a discussion before the Council related to overlays and replacement of City roads. He stated that there has been a lot of discussion related to franchise fees. He stated that he paid his assessment and asked why he is still being charged a franchise fee as well.

City Administrator Ulrich commented that the policy the Council adopted allowed for an annual rebate of the amount a resident would have paid for a franchise fee if they were charged an assessment previously.

Mayor Kuzma commented that he believed the policy went back five years for assessments paid and asked when the resident was charged an assessment.

Mr. Heineman commented that his assessment was in 2019. He stated that he does not believe that applying for a rebate is fair as that simply provides the City with an interest free loan. He stated that his request is for a refund or for a list of all the residents that paid and did not receive their money back.

Councilmember Riley commented that there is a procedure setup to allow the resident to get his money back for the remaining life of the assessment.

Mr. Heineman stated that he would then ask for an interest free loan for ten years.

Councilmember Riley commented that the policy is setup to allow residents to receive the franchise fee back each year as it is paid.

Councilmember Specht asked if the idea of the flashing yellow lights could be added to a future worksession agenda.

4. APPROVE AGENDA

Motion by Councilmember Woestehoff, seconded by Councilmember Heineman, to approve the agenda as presented.

Motion carried. Voting Yes: Mayor Kuzma, Councilmembers Woestehoff, Heineman, Howell, Musgrove, Riley, and Specht. Voting No: None.

5. CONSENT AGENDA

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

5.01: Receive Cash and Investment for Period Ending May 31, 2021

5.02: Note the Following Boards, Commissions and Committee Meeting Minutes:

- Planning Commission Meeting Minutes dated May 6, 2021
- Economic Development Authority Meeting Minutes dated May 13, 2021

5.03: Approve the following Meeting Minutes:

1) City Council Work Session dated May 11, 2021
2) City Council Work Session dated June 8, 2021
3) City Council Regular dated June 8, 2021

5.04: Approve Rental Licenses

5.05: Approve Business Licenses

5.06: Approve Request to Declare Surplus Property

5.07: Discontinue Waiving Late Fee Penalties on Quarterly Utility Bills

5.08: Adopt Resolution #21-176 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 3, 2021 through June 16, 2021

5.09: Adopt Resolution #21-126 Declaring Participation in State Performance Measurement Program

5:10: Adopt Resolution #21-158 Approving Site Plan, Final Plat and Preliminary Grading Agreement for Oppidan Industrial, 8200 Bunker Lake Blvd NW

5:11: Adopt Resolution #21-161 Outlining Lawful, Nonconforming Rights and Code Enforcement Process at 7127 Highway 10 NW

5:12: Adopt Resolution #21-167 Outlining Code Enforcement Action Plan for 17646 St. Francis Blvd NW

5:13: Adopt Resolution #21-170 Approving of Fourth Amendment to Purchase Agreement for Lots 1, 2, and 3, Block 1, COR TWO; Case of RGH RAMSEY LLC

5.14: Adopt Resolution #21-171 Approving Obtaining Quotes for Renovation and Lease of Old Town Hall

5.15: Adopt Resolution #21-172 Authorizing Partial Payment #9 to RJM Construction for Improvement Project 20-07 New Public Works Facility

5.16: Adopt Resolution #21-173 Authorizing an Environmental Assessment Worksheet (EAW) for the Trott Brook North Development; Case of Trott Brook North – The Excelsior Group (Project #20-103)

5.17: Adopt Resolution #21-177 Approving an Abatement of 7820 151st Lane NW

5.18: Adopt Resolution #21-180 Approving Plans and Specifications and Authorizing Advertisement for Bids for 2021 Additional Pavement Overlay Improvements, Improvement Project #21-12

5.19: Adopt Resolution #21-181 Approving Maintenance Agreement and Development Agreement for O'Reilly Auto Parts, Case of Java Properties

5.20: Adopt Resolution #21-182 Approving Development Agreement for Bunker Lake Industrial Park Third Addition, Case of PSD, LLC

5.21: Adopt Resolution #21-184 Accepting Coronavirus Local Fiscal Recover Fund Established Under the American Rescue Plan Act

5.22: Adopt Resolution #21-186 Approving Request for Anoka County to Study Traffic on Nowthen Boulevard/County State Aid Highway 5 between Saint Francis Boulevard/Trunk Highway 47 and Alpine Drive

5.23: Adopt Resolution #21-188 Approving Risk and Resilience Assessment for America's Water Infrastructure Act of 2018

5.24: Adopt Resolution #21-165 to Hire a Public Works Parks Worker Backfilling a Vacant Position
5.25: Adopt Resolution #21-169 to Hire a Police Officer Filling the Current Vacancy
5.26: Adopt Resolution #21-174 Hiring a Seasonal Public Works Maintenance Worker

Motion carried. Voting Yes: Mayor Kuzma, Councilmembers Riley, Woestehoff, Heineman, Howell, Musgrove, and Specht. Voting No: None.

6. PUBLIC HEARING

None.

7. COUNCIL BUSINESS

7.01: Adopt Resolution #21-190 Authorizing Partial Payment No. 2 to Kuechle Underground, Inc. for Improvement Project #21-00, Riverdale Drive Reconstruction, Feldspar Street to Sunfish Lake Boulevard

City Engineer Westby reviewed the staff report and stated that the Engineer Technician IV has inspected the completed work and recommends partial payment No. 2 to Kuechle Underground, Inc. of Kimball, Minnesota for Improvement Project #21-00 Riverdale Drive Reconstruction, from Feldspar Street to Sunfish Lake Boulevard, in the amount of $223,035.91

Motion by Councilmember Musgrove, seconded by Councilmember Howell, to Adopt Resolution #21-190 Authorizing Partial Payment No. 2 to Kuechle Underground, Inc. for Improvement Project #21-00, Riverdale Drive Reconstruction, Feldspar Street to Sunfish Lake Boulevard.

Motion carried. Voting Yes: Mayor Kuzma, Councilmembers Musgrove, Howell, Heineman, Riley, Specht, and Woestehoff. Voting No: None.

7.02: Adopt Resolution #21-156 Granting Preliminary Plat Approval for Williams Woods (Project No. 20-138); Case of Bill Boyum

Senior Planner McGuire Brigl reviewed the staff report and recommendation of the Planning Commission to approve of the Preliminary Plat. She noted that this will need to go back before the Planning Commission because another variance was received for wetland encroachment.

Councilmember Woestehoff asked if the current Preliminary Plat shows the wetland encroachment.

Senior Planner McGuire Brigl confirmed that it is shown on the Preliminary Plat and will not change the layout or number of lots.

Motion by Councilmember Heineman, seconded by Councilmember Musgrove, to Adopt Resolution #21-156 Approving Preliminary Plat for Williams Woods.

Motion carried. Voting Yes: Mayor Kuzma, Councilmembers Heineman, Musgrove, Howell, Riley, Specht, and Woestehoff. Voting No: None.

7.03: Introduce Ordinance #21-13 Amending City Code Section 105-142 (Building and Building Regulations) to Add 2021 International Property Maintenance Code

Senior Planner McGuire Brigl reviewed the staff report and recommendation to approve of Ordinance #21-13 amending the International Property Maintenance Code for City Code Section 105-142.

Councilmember Riley asked if the Code should be updated each time the International Property Maintenance Code is updated.

Senior Planner McGuire Brigl confirmed that should occur. She noted that perhaps something could be referenced stating the most recent version of the International Property Maintenance Code, which would avoid those updates.

Councilmember Woestehoff stated that the State Building Code is also referenced in City Code and asked if the State Building Code references the International Property Maintenance Code.

Senior Planner McGuire Brigl commented that it is not redundant as the State Building Code is a separate document.

Councilmember Musgrove asked if the State Building Code trumps the International Property Maintenance Code or vice versa.

Senior Planner McGuire Brigl replied that whichever standard is stricter would apply. She stated that the two codes tend to regulate different aspects, where the State Code is more related to construction while the Property Maintenance Code tends to come into play after construction is completed.

Deputy City Administration Gladhill confirmed that the Building Code is about construction while the Property Maintenance Code is after the structure is occupied and related to maintenance.

Motion by Councilmember Riley, seconded by Councilmember Woestehoff, to introduce Ordinance #21-13 Amending the International Property Maintenance Code for City Code Section 105-142.

A roll call vote was performed:

Councilmember Heineman	aye
Councilmember Woestehoff	aye
Councilmember Howell	aye
Councilmember Riley	aye
Councilmember Specht	aye
Councilmember Musgrove	aye

Mayor Kuzma aye

Motion carried.

7.04: Introduce Ordinance #21-14 Amending Chapter 105 and 117 Regarding Swimming and Building Code

Senior Planner McGuire Brigl reviewed the staff report and recommendation to approve Ordinance #21-14 amending Chapter 105 and 117 regarding swimming building code.

Motion by Councilmember Woestehoff, seconded by Councilmember Howell, to introduce Ordinance #21-14 Amending Chapter 105 and 117 Regarding Swimming and Building Code.

A roll call vote was performed:

Councilmember Heineman aye
Councilmember Woestehoff aye
Councilmember Specht aye
Councilmember Musgrove aye
Councilmember Howell aye
Councilmember Riley aye
Mayor Kuzma aye

Motion carried.

7.05: Adopt Resolution #21-179 Adopting 2021-2022 City Council Strategic Plan

City Administrator Ulrich reviewed the staff report and stated that based on consensus direction by the City Council at the June 15, 2021 City Council Work Session, staff recommends approval of the Strategic Plan.

Motion by Councilmember Musgrove, seconded by Councilmember Howell, to Adopt Resolution #21-179 Adopting 2021-2022 City Council Strategic Plan with the following changes to action number one: remove the review of history of franchise fee implementation, add to bring all options for road funding including those in worksession stated by Mayor Kuzma and Councilmember survey noted on the May 18th strategic planning worksession as a part of the 2022 budget discussion in July and August of 2021, and remove retain existing franchise fee program or choose a new program and bring to Council a resolution to end Ordinances #20-11, #20-12 and #20-13 as of December 31, 2021.

Motion carried. Voting Yes: Councilmembers Heineman, Howell, Musgrove, and Specht. Voting No: Mayor Kuzma and Councilmembers Riley and Woestehoff.

Councilmember Woestehoff clarified that he opposed the vote.

Councilmember Howell stated that when she ran her campaign, she ran on voting to end the franchise fee if there was a consensus on the Council and she committed to that which is why she supports this action.

Mayor Kuzma commented that he was taken aback by the action and apologized for not allowing further discussion.

Councilmember Musgrove commented that when the discussion was had there was written consensus of four to two on the issue with six members participating in the survey. She stated that the Council has already discussed the franchise fee, campaigned on it and residents do not want this. She stated that the road funding can be paid for in the levy in the same manner it is being taken from residents through the franchise fee. She believed that the discussion should be had, and the Council should do what the residents have asked.

Councilmember Riley stated that this case was not about discussing the franchise fee. He stated that the Council decided through consensus and working together to reevaluate and look at everything, but it seems that teamwork and working together is out the window which is disappointing.

Mayor Kuzma agreed that it is disappointing as there is no plan to replace this funding. He stated that it would be a shame to remove this without even beginning the budget process for the next year.

Councilmember Heineman recognized that the budget process for the next year has not yet begun but stated that leads him to believe this is the right time to do this. He stated that he also campaigned on this issue and there are other funding options available. He stated that this will put the City in the position where it needs to discuss the other options. He stated that this provides three months for the Council and staff to figure out alternate funding for the roads.

Mayor Kuzma commented that when the Council goes through the budget process the new members may be surprised to see what the potential levy could be with the inclusion of roads.

Councilmember Woestehoff stated that he campaigned for the franchise fee as did the Mayor, therefore it was not a unanimous decision by residents against the franchise fee. He stated that is an obtuse comment. He stated that after the numbers are reviewed it is clear the City would spend significantly more on roads based on this inappropriate timing of making an amendment as the motion was being read to adopt the Strategic Plan. He stated that he looks forward to the debate and proving why the franchise fee makes the most sense. He stated that when a County Commissioner cannot get the details correct on what a franchise fee, he is unsure that all members of the Council understand what a franchise fee is.

Councilmember Howell commented that she understands the frustration and opposing views. She stated that it is a misnomer to state that people at the dais do not understand what a franchise fee is and did not appreciate that comment. She stated that she looks forward to seeing what can be accomplished.

Councilmember Musgrove commented that she has been looking through the recent resident survey and there was a question in 2018 and 2016 regarding this topic but it was then changed to ask how the City was doing with road repair. She stated that the rating from the residents continues to decline, and residents continue to express frustration that roads are not a priority. She stated that residents are paying a tax in the franchise fee for something that should be included in the levy.

Mayor Kuzma commented that he thinks the Council will find that this route will provide an expensive outcome. He stated that he has not heard any negative comments about the franchise fee since its implementation. He stated that placing the roads on the levy would result in bonding and additional interest the City would pay. He did not believe $1,900,000 could be pulled from the budget without placing that on the levy.

Councilmember Musgrove commented that she believes the roads have been neglected.

Councilmember Specht commented that the vote has been passed and perhaps this discussion would be more appropriate in a future worksession.

7.06: Appoint an Interim Deputy City Administrator and an Interim Community Development Director

City Administrator Ulrich reviewed the staff report and recommendation to appoint Finance Director Lund as the Interim Deputy City Administrator and appoint City Engineer Westby as the Interim Community Development Director; both employees would receive a five percent wage increase effective June 23, 2021 through onboarding of the new Deputy City Administrator/Community Development Director.

Councilmember Howell commented that she is very supportive in having City Engineer Westby serve as the Interim Community Development Director but would not be supportive of having Finance Director Lund serve as Interim City Administrator. She commented that she would prefer to see City Administrator Ulrich remain as Administrator and delegate tasks as needed.

Mayor Kuzma noted that a backup needs to be designated in the case City Administrator Ulrich is not present.

Councilmember Musgrove asked if there could be someone that temporarily fills the duties when City Administrator Ulrich is on vacation without appointment.

City Administrator Ulrich commented that there does not have to be a wage increase, as that is at the discretion of the council, but a Deputy should be appointed for legal reasons to allow document signing. He commented that he believes the compensation is appropriate but discretionary. He noted that Finance Director Lund has played this role in the past and therefore supports the recommendation.

Councilmember Riley commented that it would be important to have someone appointed in the interim and Finance Director Lund has filled this position in the past and therefore has the

experience and is qualified. He believed the appointment is appropriate. He asked why Councilmember Howell objects.

Councilmember Howell commented that she was hoping not to take away from Finance Director Lund's regular duties.

Councilmember Heineman commented that it would legally make sense to have someone available legally to sign the papers and believed the compensation is fair.

Councilmember Specht asked if Finance Director Lund would feel overburdened with these additional duties.

City Administrator Ulrich stated that he has spoken with Finance Director Lund, and she is willing to take on the additional duties.

Motion by Councilmember Riley, seconded by Councilmember Heineman, to appoint the following interim roles, including a five percent pay increase to both employees' pay, effective June 23, 2021:

- Appoint Finance Director, Ms. Diana Lund, as the Interim Deputy City Administrator; and
- Appoint City Engineer, Mr. Bruce Westby, as the Interim Community Development Director.

Further discussion: Councilmember Musgrove asked if there would be any vacations arising where City Administrator Ulrich and Finance Director Lund would be out at the same time. City Administrator Ulrich commented that he does not anticipate that and commented they will attempt to avoid that situation.

Motion carried. Voting Yes: Mayor Kuzma, Councilmembers Riley, Heineman, Howell, Musgrove, Specht, and Woestehoff. Voting No: None.

8. MAYOR, COUNCIL AND STAFF INPUT

City Administrator Ulrich announced upcoming meetings and events.

City Administrator Ulrich commented that Deputy City Administrator Gladhill began with the City of Ramsey as a part-time public works employee in 2001 and has served a variety of positions with the City through the years. He presented him with a plaque thanking him for his dedicated years of service to the City of Ramsey and wished him well.

Mayor Kuzma stated that it has been a pleasure to work with Deputy City Administrator Gladhill for the past nine years.

Deputy City Administrator Gladhill commented that he enjoyed his time with Ramsey and while it is bittersweet to leave, he will always cherish the memories he has.

Councilmember Specht commented that Ramsey Storage hosted a great community event and donated funds to the police, fire, and Hope for Youth organization.

9. ADJOURNMENT

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

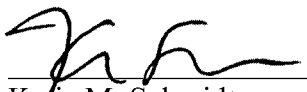
Motion carried.

The regular meeting of the City Council adjourned at 7:56 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:



Katie M. Schmidt
Deputy City Clerk

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

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

CC Regular Session **7. 6.**

Meeting Date: 08/24/2021

By: Bria Raines, Community Development

Information

Title

Adopt Ordinance #21-14 Amending Chapter 105 and 117 Regarding Swimming Pool and Related Building Code Standards

Purpose/Background:

Ordinance #21-14 amends Section 105-55 to add accessory uses and buildings, while eliminating reference to the same standards in Section 117-349. The Ramsey City Code revision contains swimming pool and related Building Code standards in the Building and Building Regulations Chapter.

Notification:

The City provided notification to the City's Official Newspaper, the Anoka County Union-Herald.

Observations/Alternatives:

Ramsey City Staff is aware that two sections of City Code addressed swimming pool and related Building Code standards. City Staff is recommending that Section 105-55 be amended to join the sections and Section 117-349 eliminate the swimming pool and related Building Code standards. This does not change any existing codes, but instead moves two separate code sections into one section as a means of eliminating unnecessary codes and making our City Code more efficient and easy to use.

Recommendation:

The City Council introduced Ordinance #21-14 on June 22, 2021, and recommends adoption at this time.

Action:

Motion to adopt the attached Ordinance #21-14 Amending Chapter 105 and 117 regarding swimming pool and related Building Code standards

Roll call vote.

Attachments

Ordinance #21-14

6/22/2021 City Council Minutes

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	08/19/2021 10:33 AM
Kurt Ulrich	Kurt Ulrich	08/19/2021 11:32 AM
Form Started By: Bria Raines		Started On: 08/06/2021 03:35 PM
Final Approval Date: 08/19/2021		

ORDINANCE #21-14

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN AMENDMENT TO CHAPTER 105 WHICH IS KNOWN AS THE BUILDINGS AND BUILDING REGULATIONS CHAPTER OF THE CITY CODE AND AN AMENDMENT TO CHAPTER 117 WHICH IS KNOWN AS THE ZONING AND SUBDIVISIONS CHAPTER OF THE CITY CODE OF RAMSEY, MINNESOTA.

SECTION 1. AUTHORITY

This ordinance is adopted pursuant to and under the authority of the City Charter of the City of Ramsey.

SECTION 2. AMENDMENT TO CITY CODE SECTION 105-55

The current City Code Section 105-55 is revised as follows (additions indicated by underline, deletions indicated by strikethrough):

Sec. 105-55 – ~~105.81. Reserved.~~ Accessory uses and buildings

(c) Swimming pools and spas.

(1) Setback requirements.

a. Swimming pools and spas shall be set back a minimum of ten feet from all adjoining lots. For corner lots, swimming pools and spas shall meet the required side yard setback for buildings in the applicable zoning district (section 117-110(d)). Swimming pools and spas may not extend closer to the front lot line of the parcel than the principal structure located on said parcel, except that on residential parcels of one acre or more in size, a swimming pool or spa may be constructed closer to the front lot line than the principal structure, provided that such swimming pool or spa can maintain a 200-foot setback from the property line.

b. A swimming pool or spa may not be located closer than four feet to the principal structure located on the parcel where the swimming pool or spa is to be constructed.

c. No swimming pool or spa may be constructed within 20 feet of any portion of an on-site sewer system or any private water well.

d. No person shall build, construct, locate or install a swimming pool and walkway or spa within any easement.

(2) Fencing.

a. Temporary fencing. During the construction of any in-ground swimming pool or spa, the construction area must be secured with a portable fence which is not less than four feet in height.
    1. Temporary fencing shall be flush with the ground and securely anchored.
    2. Supportive posts shall be placed no more than eight feet apart.
b. Permanent fencing.
    1. All aboveground swimming pools that have a minimum side-wall height of four feet need not be fenced, but shall have removable steps, which steps shall be removed when the swimming pool is unattended. In the event that an accessory deck to the swimming pool is constructed, which is adjacent to any part of the swimming pool, said deck shall include, on its entire outside perimeter, a 36-inch-high guard rail. The guard rail shall be constructed so that no open space within it is wider than six inches.
    2. All in ground swimming pools shall require that the area be secured by a permanent fence at least four feet in height.
    3. All outdoor spas shall have either a fence as described in subsection (c)(2)b.1 of this section, or a secured cover.
    4. All permanent fencing shall have self-closing and self-latching gates.

(3) Noise.

a. The swimming pool or spa shall be designed, constructed and sited in such a way as to limit noise generated by its mechanical equipment, so as not to create a nuisance and/or affect the reasonable use and enjoyment of adjacent property owners.
b. The swimming pool and/or spa shall be sited on the parcel so that its mechanical equipment, including heating and filtering equipment, is located at least 30 feet from the inhabited portion of neighboring residential structures.

(4) *Pool walkway deck and deck drains*. Unobstructed deck areas not less than 48 inches wide shall be provided to extend entirely around each in-ground swimming pool. Swimming pool decks shall be constructed above, but not more than nine inches above, the normal water line. The required deck area shall be constructed of impervious material. The deck shall have a pitch of at least one-fourth inch to the foot, designed so as to prevent back drainage into the pool. If deck drains are provided, drain pipe lines shall be at least two inches in diameter; drain openings shall have an open area of at least four times the cross sectional area of the drain pipe. Deck drains shall not be connected to the re-circulation system pipe.

(5) Swimming pool drainage. To the extent feasible, back flush water or water from pool drainage shall be on the owner's property or into approved public drainage ways. Water shall not drain onto adjacent or nearby private land.

(6) Lighting. Lights used in conjunction with a swimming pool and/or spa shall be located and constructed so as to deflect away from adjacent property and in such a manner that they do not create a nuisance or affect the reasonable use and enjoyment of adjacent property.

(7) Administration and permits. Swimming pools or spas that are less than 5,000 gallons shall be allowed without the issuance of a building permit; however, a

zoning permit must be obtained prior to the swimming pool or spa being constructed, installed, or moved onto a property.

a. Application for a pool/spa permit shall be made on a form supplied by the city, and shall contain all information as stated on the application, including, but not limited to, the following:
   1. Legal description and the fee owner of the parcel on which swimming pool/spa is proposed to be constructed.
   2. Proposed location of swimming pool or spa on the parcel.
   3. Parcel dimensions.
   4. Location of any on-site sewage disposal system and/or location of any private water well.
   5. Side, front and rear yard setbacks.
   6. All easements.

b. All site plans showing the information listed in subsection (a) of this section shall be drawn to scale, and shall be signed by the parcel's fee owner.

(8) Construction methods. Due precautions shall be taken during the construction of a swimming pool or spa to avoid damage, hazards, or inconvenience to adjacent or nearby property, and to ensure that proper care is taken in stock piling excavated material in order to avoid erosion, dust, or other infringement onto adjacent property.

SECTION 3. AMENDMENT TO CITY CODE SECTION 117-349

The current City Code Section 117-349 is revised as follows (additions indicated by underline, deletions indicated by ~~strikethrough~~):

Sec. 117-349. – ~~Accessory uses and buildings~~ Reserved.

~~(c) Swimming pools and spas.~~

~~(1) Setback requirements.~~

~~a. Swimming pools and spas shall be set back a minimum of ten feet from all adjoining lots. For corner lots, swimming pools and spas shall meet the required side yard setback for buildings in the applicable zoning district (section 117-110(d)). Swimming pools and spas may not extend closer to the front lot line of the parcel than the principal structure located on said parcel, except that on residential parcels of one acre or more in size, a swimming pool or spa may be constructed closer to the front lot line than the principal structure, provided that such swimming pool or spa can maintain a 200-foot setback from the property line.~~

~~b. A swimming pool or spa may not be located closer than four feet to the principal structure located on the parcel where the swimming pool or spa is to be constructed.~~

c. No swimming pool or spa may be constructed within 20 feet of any portion of an on-site sewer system or any private water well.

d. No person shall build, construct, locate or install a swimming pool and walkway or spa within any easement.

(2) Fencing.

b. Temporary fencing. During the construction of any in-ground swimming pool or spa, the construction area must be secured with a portable fence which is not less than four feet in height.

1. Temporary fencing shall be flush with the ground and securely anchored.

2. Supportive posts shall be placed no more than eight feet apart.

b. Permanent fencing.

1. All aboveground swimming pools that have a minimum side-wall height of four feet need not be fenced, but shall have removable steps, which steps shall be removed when the swimming pool is unattended. In the event that an accessory deck to the swimming pool is constructed, which is adjacent to any part of the swimming pool, said deck shall include, on its entire outside perimeter, a 36-inch-high guard rail. The guard rail shall be constructed so that no open space within it is wider than six inches.

2. All in-ground swimming pools shall require that the area be secured by a permanent fence at least four feet in height.

3. All outdoor spas shall have either a fence as described in subsection (c)(2)b.1 of this section, or a secured cover.

4. All permanent fencing shall have self-closing and self-latching gates.

(3) Noise.

c. The swimming pool or spa shall be designed, constructed and sited in such a way as to limit noise generated by its mechanical equipment, so as not to create a nuisance and/or affect the reasonable use and enjoyment of adjacent property owners.

d. The swimming pool and/or spa shall be sited on the parcel so that its mechanical equipment, including heating and filtering equipment, is located at least 30 feet from the inhabited portion of neighboring residential structures.

(4) *Pool walkway deck and deck drains*. Unobstructed deck areas not less than 48 inches wide shall be provided to extend entirely around each in-ground swimming pool. Swimming pool decks shall be constructed above, but not more than nine inches above, the normal water line. The required deck area shall be constructed of impervious material. The deck shall have a pitch of at least one-fourth inch to the foot, designed so as to prevent back drainage into the pool. If deck drains are provided, drain pipe lines shall be at least two inches in diameter; drain openings shall have an open area of at least four times the cross sectional area of the drain pipe. Deck drains shall not be connected to the re-circulation system pipe.

(5) Swimming pool drainage. To the extent feasible, back flush water or water from pool drainage shall be on the owner's property or into approved public drainage ways. Water shall not drain onto adjacent or nearby private land.

~~(6) Lighting. Lights used in conjunction with a swimming pool and/or spa shall be located and constructed so as to deflect away from adjacent property and in such a manner that they do not create a nuisance or affect the reasonable use and enjoyment of adjacent property.~~

~~(7) Administration and permits. Swimming pools or spas that are less than 5,000 gallons shall be allowed without the issuance of a building permit; however, a zoning permit must be obtained prior to the swimming pool or spa being constructed, installed, or moved onto a property.~~

~~c. Application for a pool/spa permit shall be made on a form supplied by the city, and shall contain all information as stated on the application, including, but not limited to, the following:~~

~~1. Legal description and the fee owner of the parcel on which swimming pool/spa is proposed to be constructed.~~

~~2. Proposed location of swimming pool or spa on the parcel.~~

~~3. Parcel dimensions.~~

~~4. Location of any on-site sewage disposal system and/or location of any private water well.~~

~~5. Side, front and rear yard setbacks.~~

~~6. All easements.~~

~~d. All site plans showing the information listed in subsection (a) of this section shall be drawn to scale, and shall be signed by the parcel's fee owner.~~

~~(8) Construction methods. Due precautions shall be taken during the construction of a swimming pool or spa to avoid damage, hazards, or inconvenience to adjacent or nearby property, and to ensure that proper care is taken in stock piling excavated material in order to avoid erosion, dust, or other infringement onto adjacent property.~~

SECTION 4. EFFECTIVE DATE

This ordinance becomes effective 30 days after its passage and publication, subject to City Charter Section 5.04.

SECTION 5. SUMMARY

The following official summary of Ordinance #21-14 has been approved by the City Council of the City of Ramsey as clearly informing the public of the intent and effect of the Ordinance.

Ordinance #21-14 amends Section 105-55 to add accessory uses and buildings, while eliminating reference to the same standards in Section 117-349. The Ramsey City Code revision contains swimming and building standards in the Building and Building Regulations Chapter.

PASSED by the City Council of the City of Ramsey, Minnesota the _____ day of_____, 2021.

Mayor

ATTEST:

City Administrator

Introduction date:
Posting dates:
Adoption date:
Publication date:
Effective date:

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CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey City Council conducted a regular meeting on Tuesday, June 22, 2021, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Mark Kuzma
Councilmember Ryan Heineman
Councilmember Chelsee Howell
Councilmember Debra Musgrove
Councilmember Chris Riley
Councilmember Dan Specht
Councilmember Matt Woestehoff

Members Absent: None

Also Present: City Administrator Kurtis Ulrich
Police Chief Jeff Katers
Deputy City Administrator Timothy Gladhill
City Engineer Bruce Westby
Senior Planner Chloe McGuire Brigl

1. CALL TO ORDER

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

2. PRESENTATION

2.01: Annual Police Department Update and Review of 2020 Activity

Police Chief Katers presented a review of the calls for service data, crime trends, and a general update on the police department activities during 2020.

Councilmember Musgrove thanked Police Chief Katers and his department for the work that they do. She commented that the department works well behind the scenes and the residents appreciate that work. She recognized that the past year has been difficult, noting that her nephew died this past month from a random gunshot in Minneapolis.

3. CITIZEN INPUT

Randy Bauer, 14942 Quintana St, stated that a few years ago he addressed the Council related to a request to add flashing yellow lights for left turn lanes. He stated that there seemed to be support for that but there has not been progress made for the past two years. He commented that Ramsey

is intended to be a balance of rural and urban and there is no need to sit for a length of time in a left turn lane when there is no other traffic coming. He commented that the left turn arrows should be flashing yellow at all times.

Tom Heineman, 8239 155th Lane, stated that in 2017 there was a discussion before the Council related to overlays and replacement of City roads. He stated that there has been a lot of discussion related to franchise fees. He stated that he paid his assessment and asked why he is still being charged a franchise fee as well.

City Administrator Ulrich commented that the policy the Council adopted allowed for an annual rebate of the amount a resident would have paid for a franchise fee if they were charged an assessment previously.

Mayor Kuzma commented that he believed the policy went back five years for assessments paid and asked when the resident was charged an assessment.

Mr. Heineman commented that his assessment was in 2019. He stated that he does not believe that applying for a rebate is fair as that simply provides the City with an interest free loan. He stated that his request is for a refund or for a list of all the residents that paid and did not receive their money back.

Councilmember Riley commented that there is a procedure setup to allow the resident to get his money back for the remaining life of the assessment.

Mr. Heineman stated that he would then ask for an interest free loan for ten years.

Councilmember Riley commented that the policy is setup to allow residents to receive the franchise fee back each year as it is paid.

Councilmember Specht asked if the idea of the flashing yellow lights could be added to a future worksession agenda.

4. APPROVE AGENDA

Motion by Councilmember Woestehoff, seconded by Councilmember Heineman, to approve the agenda as presented.

Motion carried. Voting Yes: Mayor Kuzma, Councilmembers Woestehoff, Heineman, Howell, Musgrove, Riley, and Specht. Voting No: None.

5. CONSENT AGENDA

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

5.01: Receive Cash and Investment for Period Ending May 31, 2021

5.02: Note the Following Boards, Commissions and Committee Meeting Minutes:

- Planning Commission Meeting Minutes dated May 6, 2021
- Economic Development Authority Meeting Minutes dated May 13, 2021

5.03: Approve the following Meeting Minutes:

1) City Council Work Session dated May 11, 2021
2) City Council Work Session dated June 8, 2021
3) City Council Regular dated June 8, 2021

5.04: Approve Rental Licenses

5.05: Approve Business Licenses

5.06: Approve Request to Declare Surplus Property

5.07: Discontinue Waiving Late Fee Penalties on Quarterly Utility Bills

5.08: Adopt Resolution #21-176 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 3, 2021 through June 16, 2021

5.09: Adopt Resolution #21-126 Declaring Participation in State Performance Measurement Program

5:10: Adopt Resolution #21-158 Approving Site Plan, Final Plat and Preliminary Grading Agreement for Oppidan Industrial, 8200 Bunker Lake Blvd NW

5:11: Adopt Resolution #21-161 Outlining Lawful, Nonconforming Rights and Code Enforcement Process at 7127 Highway 10 NW

5:12: Adopt Resolution #21-167 Outlining Code Enforcement Action Plan for 17646 St. Francis Blvd NW

5:13: Adopt Resolution #21-170 Approving of Fourth Amendment to Purchase Agreement for Lots 1, 2, and 3, Block 1, COR TWO; Case of RGH RAMSEY LLC

5.14: Adopt Resolution #21-171 Approving Obtaining Quotes for Renovation and Lease of Old Town Hall

5.15: Adopt Resolution #21-172 Authorizing Partial Payment #9 to RJM Construction for Improvement Project 20-07 New Public Works Facility

5.16: Adopt Resolution #21-173 Authorizing an Environmental Assessment Worksheet (EAW) for the Trott Brook North Development; Case of Trott Brook North – The Excelsior Group (Project #20-103)

5.17: Adopt Resolution #21-177 Approving an Abatement of 7820 151st Lane NW

5.18: Adopt Resolution #21-180 Approving Plans and Specifications and Authorizing Advertisement for Bids for 2021 Additional Pavement Overlay Improvements, Improvement Project #21-12

5.19: Adopt Resolution #21-181 Approving Maintenance Agreement and Development Agreement for O'Reilly Auto Parts, Case of Java Properties

5.20: Adopt Resolution #21-182 Approving Development Agreement for Bunker Lake Industrial Park Third Addition, Case of PSD, LLC

5.21: Adopt Resolution #21-184 Accepting Coronavirus Local Fiscal Recover Fund Established Under the American Rescue Plan Act

5.22: Adopt Resolution #21-186 Approving Request for Anoka County to Study Traffic on Nowthen Boulevard/County State Aid Highway 5 between Saint Francis Boulevard/Trunk Highway 47 and Alpine Drive

5.23: Adopt Resolution #21-188 Approving Risk and Resilience Assessment for America's Water Infrastructure Act of 2018

5.24: Adopt Resolution #21-165 to Hire a Public Works Parks Worker Backfilling a Vacant Position
5.25: Adopt Resolution #21-169 to Hire a Police Officer Filling the Current Vacancy
5.26: Adopt Resolution #21-174 Hiring a Seasonal Public Works Maintenance Worker

Motion carried. Voting Yes: Mayor Kuzma, Councilmembers Riley, Woestehoff, Heineman, Howell, Musgrove, and Specht. Voting No: None.

6. PUBLIC HEARING

None.

7. COUNCIL BUSINESS

7.01: Adopt Resolution #21-190 Authorizing Partial Payment No. 2 to Kuechle Underground, Inc. for Improvement Project #21-00, Riverdale Drive Reconstruction, Feldspar Street to Sunfish Lake Boulevard

City Engineer Westby reviewed the staff report and stated that the Engineer Technician IV has inspected the completed work and recommends partial payment No. 2 to Kuechle Underground, Inc. of Kimball, Minnesota for Improvement Project #21-00 Riverdale Drive Reconstruction, from Feldspar Street to Sunfish Lake Boulevard, in the amount of $223,035.91

Motion by Councilmember Musgrove, seconded by Councilmember Howell, to Adopt Resolution #21-190 Authorizing Partial Payment No. 2 to Kuechle Underground, Inc. for Improvement Project #21-00, Riverdale Drive Reconstruction, Feldspar Street to Sunfish Lake Boulevard.

Motion carried. Voting Yes: Mayor Kuzma, Councilmembers Musgrove, Howell, Heineman, Riley, Specht, and Woestehoff. Voting No: None.

7.02: Adopt Resolution #21-156 Granting Preliminary Plat Approval for Williams Woods (Project No. 20-138); Case of Bill Boyum

Senior Planner McGuire Brigl reviewed the staff report and recommendation of the Planning Commission to approve of the Preliminary Plat. She noted that this will need to go back before the Planning Commission because another variance was received for wetland encroachment.

Councilmember Woestehoff asked if the current Preliminary Plat shows the wetland encroachment.

Senior Planner McGuire Brigl confirmed that it is shown on the Preliminary Plat and will not change the layout or number of lots.

Motion by Councilmember Heineman, seconded by Councilmember Musgrove, to Adopt Resolution #21-156 Approving Preliminary Plat for Williams Woods.

Motion carried. Voting Yes: Mayor Kuzma, Councilmembers Heineman, Musgrove, Howell, Riley, Specht, and Woestehoff. Voting No: None.

7.03: Introduce Ordinance #21-13 Amending City Code Section 105-142 (Building and Building Regulations) to Add 2021 International Property Maintenance Code

Senior Planner McGuire Brigl reviewed the staff report and recommendation to approve of Ordinance #21-13 amending the International Property Maintenance Code for City Code Section 105-142.

Councilmember Riley asked if the Code should be updated each time the International Property Maintenance Code is updated.

Senior Planner McGuire Brigl confirmed that should occur. She noted that perhaps something could be referenced stating the most recent version of the International Property Maintenance Code, which would avoid those updates.

Councilmember Woestehoff stated that the State Building Code is also referenced in City Code and asked if the State Building Code references the International Property Maintenance Code.

Senior Planner McGuire Brigl commented that it is not redundant as the State Building Code is a separate document.

Councilmember Musgrove asked if the State Building Code trumps the International Property Maintenance Code or vice versa.

Senior Planner McGuire Brigl replied that whichever standard is stricter would apply. She stated that the two codes tend to regulate different aspects, where the State Code is more related to construction while the Property Maintenance Code tends to come into play after construction is completed.

Deputy City Administration Gladhill confirmed that the Building Code is about construction while the Property Maintenance Code is after the structure is occupied and related to maintenance.

Motion by Councilmember Riley, seconded by Councilmember Woestehoff, to introduce Ordinance #21-13 Amending the International Property Maintenance Code for City Code Section 105-142.

A roll call vote was performed:

Councilmember Heineman	aye
Councilmember Woestehoff	aye
Councilmember Howell	aye
Councilmember Riley	aye
Councilmember Specht	aye
Councilmember Musgrove	aye

Mayor Kuzma aye

Motion carried.

7.04: Introduce Ordinance #21-14 Amending Chapter 105 and 117 Regarding Swimming and Building Code

Senior Planner McGuire Brigl reviewed the staff report and recommendation to approve Ordinance #21-14 amending Chapter 105 and 117 regarding swimming building code.

Motion by Councilmember Woestehoff, seconded by Councilmember Howell, to introduce Ordinance #21-14 Amending Chapter 105 and 117 Regarding Swimming and Building Code.

A roll call vote was performed:

Councilmember Heineman aye
Councilmember Woestehoff aye
Councilmember Specht aye
Councilmember Musgrove aye
Councilmember Howell aye
Councilmember Riley aye
Mayor Kuzma aye

Motion carried.

7.05: Adopt Resolution #21-179 Adopting 2021-2022 City Council Strategic Plan

City Administrator Ulrich reviewed the staff report and stated that based on consensus direction by the City Council at the June 15, 2021 City Council Work Session, staff recommends approval of the Strategic Plan.

Motion by Councilmember Musgrove, seconded by Councilmember Howell, to Adopt Resolution #21-179 Adopting 2021-2022 City Council Strategic Plan with the following changes to action number one: remove the review of history of franchise fee implementation, add to bring all options for road funding including those in worksession stated by Mayor Kuzma and Councilmember survey noted on the May 18th strategic planning worksession as a part of the 2022 budget discussion in July and August of 2021, and remove retain existing franchise fee program or choose a new program and bring to Council a resolution to end Ordinances #20-11, #20-12 and #20-13 as of December 31, 2021.

Motion carried. Voting Yes: Councilmembers Heineman, Howell, Musgrove, and Specht. Voting No: Mayor Kuzma and Councilmembers Riley and Woestehoff.

Councilmember Woestehoff clarified that he opposed the vote.

Councilmember Howell stated that when she ran her campaign, she ran on voting to end the franchise fee if there was a consensus on the Council and she committed to that which is why she supports this action.

Mayor Kuzma commented that he was taken aback by the action and apologized for not allowing further discussion.

Councilmember Musgrove commented that when the discussion was had there was written consensus of four to two on the issue with six members participating in the survey. She stated that the Council has already discussed the franchise fee, campaigned on it and residents do not want this. She stated that the road funding can be paid for in the levy in the same manner it is being taken from residents through the franchise fee. She believed that the discussion should be had, and the Council should do what the residents have asked.

Councilmember Riley stated that this case was not about discussing the franchise fee. He stated that the Council decided through consensus and working together to reevaluate and look at everything, but it seems that teamwork and working together is out the window which is disappointing.

Mayor Kuzma agreed that it is disappointing as there is no plan to replace this funding. He stated that it would be a shame to remove this without even beginning the budget process for the next year.

Councilmember Heineman recognized that the budget process for the next year has not yet begun but stated that leads him to believe this is the right time to do this. He stated that he also campaigned on this issue and there are other funding options available. He stated that this will put the City in the position where it needs to discuss the other options. He stated that this provides three months for the Council and staff to figure out alternate funding for the roads.

Mayor Kuzma commented that when the Council goes through the budget process the new members may be surprised to see what the potential levy could be with the inclusion of roads.

Councilmember Woestehoff stated that he campaigned for the franchise fee as did the Mayor, therefore it was not a unanimous decision by residents against the franchise fee. He stated that is an obtuse comment. He stated that after the numbers are reviewed it is clear the City would spend significantly more on roads based on this inappropriate timing of making an amendment as the motion was being read to adopt the Strategic Plan. He stated that he looks forward to the debate and proving why the franchise fee makes the most sense. He stated that when a County Commissioner cannot get the details correct on what a franchise fee, he is unsure that all members of the Council understand what a franchise fee is.

Councilmember Howell commented that she understands the frustration and opposing views. She stated that it is a misnomer to state that people at the dais do not understand what a franchise fee is and did not appreciate that comment. She stated that she looks forward to seeing what can be accomplished.

Councilmember Musgrove commented that she has been looking through the recent resident survey and there was a question in 2018 and 2016 regarding this topic but it was then changed to ask how the City was doing with road repair. She stated that the rating from the residents continues to decline, and residents continue to express frustration that roads are not a priority. She stated that residents are paying a tax in the franchise fee for something that should be included in the levy.

Mayor Kuzma commented that he thinks the Council will find that this route will provide an expensive outcome. He stated that he has not heard any negative comments about the franchise fee since its implementation. He stated that placing the roads on the levy would result in bonding and additional interest the City would pay. He did not believe $1,900,000 could be pulled from the budget without placing that on the levy.

Councilmember Musgrove commented that she believes the roads have been neglected.

Councilmember Specht commented that the vote has been passed and perhaps this discussion would be more appropriate in a future worksession.

7.06: Appoint an Interim Deputy City Administrator and an Interim Community Development Director

City Administrator Ulrich reviewed the staff report and recommendation to appoint Finance Director Lund as the Interim Deputy City Administrator and appoint City Engineer Westby as the Interim Community Development Director; both employees would receive a five percent wage increase effective June 23, 2021 through onboarding of the new Deputy City Administrator/Community Development Director.

Councilmember Howell commented that she is very supportive in having City Engineer Westby serve as the Interim Community Development Director but would not be supportive of having Finance Director Lund serve as Interim City Administrator. She commented that she would prefer to see City Administrator Ulrich remain as Administrator and delegate tasks as needed.

Mayor Kuzma noted that a backup needs to be designated in the case City Administrator Ulrich is not present.

Councilmember Musgrove asked if there could be someone that temporarily fills the duties when City Administrator Ulrich is on vacation without appointment.

City Administrator Ulrich commented that there does not have to be a wage increase, as that is at the discretion of the council, but a Deputy should be appointed for legal reasons to allow document signing. He commented that he believes the compensation is appropriate but discretionary. He noted that Finance Director Lund has played this role in the past and therefore supports the recommendation.

Councilmember Riley commented that it would be important to have someone appointed in the interim and Finance Director Lund has filled this position in the past and therefore has the

experience and is qualified. He believed the appointment is appropriate. He asked why Councilmember Howell objects.

Councilmember Howell commented that she was hoping not to take away from Finance Director Lund's regular duties.

Councilmember Heineman commented that it would legally make sense to have someone available legally to sign the papers and believed the compensation is fair.

Councilmember Specht asked if Finance Director Lund would feel overburdened with these additional duties.

City Administrator Ulrich stated that he has spoken with Finance Director Lund, and she is willing to take on the additional duties.

Motion by Councilmember Riley, seconded by Councilmember Heineman, to appoint the following interim roles, including a five percent pay increase to both employees' pay, effective June 23, 2021:

- Appoint Finance Director, Ms. Diana Lund, as the Interim Deputy City Administrator; and
- Appoint City Engineer, Mr. Bruce Westby, as the Interim Community Development Director.

Further discussion: Councilmember Musgrove asked if there would be any vacations arising where City Administrator Ulrich and Finance Director Lund would be out at the same time. City Administrator Ulrich commented that he does not anticipate that and commented they will attempt to avoid that situation.

Motion carried. Voting Yes: Mayor Kuzma, Councilmembers Riley, Heineman, Howell, Musgrove, Specht, and Woestehoff. Voting No: None.

8. MAYOR, COUNCIL AND STAFF INPUT

City Administrator Ulrich announced upcoming meetings and events.

City Administrator Ulrich commented that Deputy City Administrator Gladhill began with the City of Ramsey as a part-time public works employee in 2001 and has served a variety of positions with the City through the years. He presented him with a plaque thanking him for his dedicated years of service to the City of Ramsey and wished him well.

Mayor Kuzma stated that it has been a pleasure to work with Deputy City Administrator Gladhill for the past nine years.

Deputy City Administrator Gladhill commented that he enjoyed his time with Ramsey and while it is bittersweet to leave, he will always cherish the memories he has.

Councilmember Specht commented that Ramsey Storage hosted a great community event and donated funds to the police, fire, and Hope for Youth organization.

9. ADJOURNMENT

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

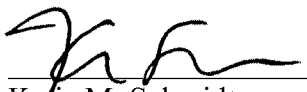
Motion carried.

The regular meeting of the City Council adjourned at 7:56 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:



Katie M. Schmidt
Deputy City Clerk

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

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