

City of Ramsey
Agenda
City Council Work Session
Tuesday, May 11, 2021

5:30 pm
Lake Itasca Room, 7550 Sunwood Drive NW

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

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

- 1. Call to Order**
- 2. Topics for Discussion**
 1. Review Proposed Updates to City's Landscape Code for New Commercial and Industrial Projects
 2. Receive Update on Upcoming Ramsey Gateway Virtual Open House
 3. Discuss Potential Ordinance to Clarify Rooster Restrictions
 4. Discuss Final Settlement Agreement for Retaining Wall Encroachment in Trott Brook Greenway Conservation and Trail Easement at 7349 168th Cir NW and Potentially Discuss a Broader Corridor Solution; Case of John and Jodell Seaman
- 3. Topics for Future Discussion**
 1. Review Future Topics/Calendar
- 4. Mayor/Council/Staff Input**
- 5. Adjournment**

Meeting Date: 05/11/2021

Information

Title:

Review Proposed Updates to City's Landscape Code for New Commercial and Industrial Projects

Purpose/Background:

The purpose of this case is to review proposed amendments by the EPB an Planning Commission to the City's Landscape Requirements for new Commercial Industrial Districts. The purpose of this ordinance to amend City Code is to streamline administration and 'right size' landscape requirements for Commercial and Industrial Projects based on recent project review.

Detailed information is included in the attached copy of the Planning Commission Case.

Timeframe:

15 Minutes

Funding Source:

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

Responsible Party(ies):

Deputy City Administrator
City Planner

Outcome:

Review proposed revisions and direct Staff to forward to a future Council Meeting for introduction.

Attachments

COPY of Planning Commission Case dated April 8, 2021

Form Review

Inbox

Kurt Ulrich

Form Started By: Tim Gladhill

Final Approval Date: 05/06/2021

Reviewed By

Kurt Ulrich

Date

05/06/2021 12:01 PM

Started On: 05/06/2021 10:13 AM

Meeting Date: 04/08/2021

By: Chris Anderson, Community
Development

Information

Title:

PUBLIC HEARING: Consider Ordinance #21-06 Consolidating all Landscape Requirements into a Single Section and Amending Landscape Standards in the Employment Districts

Purpose/Background:

The purpose of this case is to consider Ordinance #21-06, which amends landscaping requirements in the Employment Districts, as well as moves all landscaping standards from individual zoning districts into a single City Code Section entitled Landscaping.

The notion of amending the Employment District landscaping standards arose as a result of the DeltaMod Tech project. In the Employment Districts, buildings tend to be larger and have a lot of areas dedicated for parking, maneuvering, and storage. The impervious areas, coupled with the stormwater management improvements (ponding), leave much less pervious area available to accommodate plantings (trees and shrubs). Compliance with planting requirements was either physically challenging and/or was resulting in overly dense plantings that would be problematic in the future. Thus, the Environmental Policy Board (EPB) directed Staff to initiate the process to amend the Employment District landscape standards.

Historically, the zoning districts were drafted to be a 'one stop shop' for all requirements in an individual district. This seemed logical prior to the advent of online resources. Even though the same landscaping standards applied to all Employment Districts (E-1, E-2, and E-3), the standards were repeated in each individual district. However, rarely, if ever anymore, do we rely on hard copies of the standards for individual zoning districts (generally accessed now online) and thus, by consolidating all landscaping standards into a single Section, a lot of repetition within City Code can be eliminated.

Notification:

The Public Hearing Notice was advertised in the Anoka County Union-Herald, the City's Official Newsletter.

Observations/Alternatives:

Staff initially assessed planting requirements from surrounding communities and found that their planting requirements were either more stringent (required more plantings) or significantly less than Ramsey's. Ultimately, the EPB recommended utilizing the Canopy Cover Formula, which is the basis for landscaping requirements in the multi-family districts and is based on available planting area (e.g. pervious areas). Additionally, the EPB also recommended excluding stormwater ponds from the pervious calculation since plantings are not permitted within them. So, rather than basing the number of trees and shrubs on the square footage of the building footprint or the lineal footage of the site perimeter, it would be based on the Canopy Cover Formula and assigned square footage of individual tree/shrub species. While this will result in fewer plantings on a site, it should still produce an attractive landscape that is healthier and more functional.

In addition to the aforementioned revisions, the Ordinance also 'cleans up' certain aspects of the landscaping requirements. The bufferyard standards in the R-2 Residential and R-3 Residential Districts have been eliminated, since the density transitioning standards between different types of densities also apply and are more restrictive. Also, bufferyard standards were added to commercial/industrial districts that currently are missing this requirement. The majority of the Ordinance is simply rearranging existing landscaping requirements from individual districts into a single section of City Code.

By creating a separate City Code Section for landscaping, it provided an opportunity to establish Intent, Goals and Objectives without repeating them over and over throughout each individual zoning district. The EPB wanted to see these developed to assist with future plan review and guiding recommendations. This will be beneficial if there are ever challenges to meeting minimum planting requirements, as a Landscape Plan can be cross checked with the Intent, Goals, and Objectives to ensure it is achieving them.

Alternatives

Alternative 1: Recommend adoption of Ordinance #21-06 amending the landscape standards for the Employment Districts and consolidating all landscaping standards into a single Section in City Code. Compliance with the landscape standards in the Employment Districts is becoming challenging based on the typical building footprint, amount of impervious area, and stormwater management (ponds), which all restrict planting locations. The proposed amendments would reduce the number of required plantings, but should still result in well landscaped projects. Furthermore, consolidating all landscaping standards into one Section will eliminate a lot of repetitive language in the zoning districts.

Alternative 2: Do not recommend approval of Ordinance #21-06. This would retain the current landscape standards for the Employment Districts, which are based on the square footage of building footprint or lineal footage of the site perimeter, whichever results in more plantings. Recent projects have had challenges meeting the planting standards based on limited pervious areas where plantings can be installed.

Funding Source:

This case is being handled as part of Staff's regular duties.

Recommendation:

The EPB recommends adopting Ordinance #21-06.

Action:

Motion to recommend City Council adopt Ordinance #21-06.

Attachments

EPB Meeting Minutes Dated February 20, 2020

Ordinance #21-06

Form Review

Inbox

Tim Gladhill

Form Started By: Chris Anderson

Final Approval Date: 03/31/2021

Reviewed By

Tim Gladhill

Date

03/31/2021 08:01 PM

Started On: 03/23/2021 03:06 PM

COPY OF
PLANNING COMMISSION CASE

**ENVIRONMENTAL POLICY BOARD
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

On Monday, February 10, 2020, the Environmental Policy Board (EPB) met in the Lake Itasca Room at the Ramsey Municipal Center, 7550 Sunwood Drive N.W., Ramsey, Minnesota.

Members Present: Chairperson Michael Valentine
 Board Member Reid Bernard
 Board Member Jane Covart
 Board Member Melissa Fetterley
 Board Member Michael Hiatt
 Board Member Laura Moore

Members Absent: None

Also Present: City Planner Chris Anderson

1. CALL TO ORDER

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

2. CITIZEN INPUT

None.

3. APPROVE AGENDA

Motion by Board Member Covart and seconded by Board Member Fetterley to approve the agenda as submitted.

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

4. APPROVE MINUTES

4.01: Approve Meeting Minutes Dated January 13, 2020

Motion by Board Member Hiatt and seconded by Board Member Bernard to approve the regular meeting minutes dated January 13, 2020.

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

5. POLICY BOARD BUSINESS

5.01: Continued Discussion on Potential Amendment to Landscape Requirements in the

Employment Districts

City Planner Anderson presented the staff report. He stated that at the December 2019 EPB meeting there was continued discussion about potential amendments to the landscaping requirements for the Employment Districts (E-1, E-2, and E-3), which originated as a result of the Delta ModTech Landscape Plan. The EPB had reviewed what various peer communities had for landscaping requirements. Additionally, the EPB expressed a desire to explore what the results would be if the Canopy Cover Formula, which is applied to multi-family developments, were applied. Staff was directed to prepare exhibits to assist the EPB in understanding what the various Code requirements would look like. He reviewed the different models and examples of what is required in neighboring communities.

Chairperson Valentine asked if it would be useful for the Board to outline goals. He stated that the Board could reinforce some of the strategic thought processes of staff. He commented that the ornamental trees and shrubs provide instant greenery, rather than awaiting the larger tree species to mature. He explained that diversity ensures immediate assistance with aesthetics. He agreed that the long-term projections should also be taken into account when landscaping, such as future expansions of a business.

Board Member Hiatt stated that one goal is to create a healthy environment in the landscaping plan, to ensure the health and longevity of the trees and plants installed and in the overall environment. He commented that having diversity in the tree population helps prevent against damage that could occur from future tree diseases. He asked if there is a way to incorporate natural landscaping, which could help to reduce the amount of impervious in the calculation, similar to stormwater ponds.

City Planner Anderson referenced the Great River Energy site in Elk River that is being decommissioned. He noted the natural landscaping work that occurred on that property and stated that it would be interesting to watch that site and see what happens without the active management that was occurring.

Chairperson Valentine stated that although he likes the idea of natural landscaping, not every site would be ideal for that. He commented that there is also a lot of management that is required, which does not make it ideal for every site.

Board Member Covart referenced the formula for the tree cover and asked if the different varieties would include more greenery and would mature more quickly to provide a variety in tree species.

City Planner Anderson provided details on the characteristics of the different tree groups and stated that having some formula would ensure a variety of species and growth rates.

Board Member Hiatt asked if there is a cost factor between the different species.

City Planner Anderson stated that cost does vary depending on species and cost would be a factor in landscaping. He noted that there are also trends that cause certain trees to be selected more often.

Board Member Moore stated that she would suggest an emphasis on fitting some native landscaping into each plan, if possible. She recognized that there is active management needed on the front end, but that tends to taper off throughout the years to a lesser amount.

City Planner Anderson stated that he will call Elk River to gain input from its staff on how that element has worked in their community.

Board Member Moore stated that she would be curious as to whether businesses are maintaining native landscaping that already existed or starting fresh.

Chairperson Valentine stated that it would be rare to find true native landscaping that already exists and does not include invasive species.

City Planner Anderson agreed that there would be limited sites where a native landscape truly exists and therefore, he would want input from the Board on whether it would want preservation of native landscaping or even preservation of just existing landscape vegetation, or newly established native landscaping.

Chairperson Valentine stated that although he believes that option should be provided, he would not want to see too much focus on that because of the effort and active management that is required.

City Planner Anderson stated that perhaps native landscaping is allowed as an incentive rather than as a requirement and confirmed the consensus of the Board.

Board Member Hiatt stated that flexibility within the canopy cover formula would allow the City to work with a developer to find a solution that would be good for the land and the developer.

Board Member Fetterley commented that this seems to be moving in the right direction. She commented that if the diversified percentages are built in, that would help to prevent the situation where someone presents a landscaping plan with only the largest canopy cover species.

Motion by Board Member Hiatt and seconded by Board Member Fetterley to direct staff to proceed with drafting an Ordinance Amendment for landscaping requirements in the Employment Districts based on the discussion of the Board.

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

6. BOARD / STAFF INPUT

- **Master Naturalist Course**

City Planner Anderson referenced an email that was sent out the previous week related to a Master Naturalist course. He noted that there will be an open house on Wednesday, February 12, and encouraged anyone interested to attend and learn more. He stated that there is a cost of \$275 but noted that this is a unique opportunity as people drive from all over the metro to attend and the course is being held in Ramsey. He noted that scholarship opportunities are available to assist with the cost.

Board Member Moore stated that anyone that applies for the scholarship would likely be accepted, to her knowledge.

City Planner Anderson stated that this seems like a topic of interest for the members of the Board. He noted that more people are needed to ensure that the course could be offered.

The Board discussed opportunities of Arbor Day activities involving the new elementary school.

Board Member Hiatt volunteered to assist in making the connection to Brookside.

7. ADJOURNMENT

Motion by Board Member Covart and seconded by Board Member Moore to adjourn the meeting.

The meeting adjourned at 7:39 p.m.

Respectfully submitted,

Chris Anderson
City Planner

ATTEST:

JoAnn Shaw
Community Development Secretary

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

ORDINANCE #21-06

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

AN AMENDMENT TO CHAPTER 117 WHICH IS KNOWN AS THE ZONING AND SUBDIVISIONS CHAPTER OF THE CITY CODE OF RAMSEY, MINNESOTA.

AN ORDINANCE AMENDING SECTIONS 117-111 (R-1 RESIDENTIAL DISTRICT), 117-112 (R-2 RESIDENTIAL DISTRICT), 117-113 (R-3 RESIDENTIAL DISTRICT), 117-114 (B-1 GENERAL BUSINESS DISTRICT), 117-115 (B-2 HIGHWAY BUSINESS DISTRICT), 117-116 (E-2 EMPLOYMENT DISTRICT), 117-117 (E-1 EMPLOYMENT DISTRICT), 117-120 (H-1 HIGHWAY 10 BUSINESS DISTRICT), 117-121 (B-3 BUSINESS DISTRICT), 117-124 (E-3 EMPLOYMENT DISTRICT), AND 117-125 (NEIGHBORHOOD BUSINESS DISTRICT), OF CHAPTER 117 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. AMENDMENTS

Sec. 117-111 (g) (3) and (4) shall be repealed entirely.

Sec. 117-112 (e) (6) a., b., c., d., and e., and all of (7) shall be repealed.

Sec. 117-113 (e) (5) a., b., c., d., and e., and all of (6) shall be repealed.

Sec. 117-114 (e) (14) shall be repealed entirely.

Sec. 117-115 (e) (16) shall be repealed entirely.

Sec. 117-116 (e) (3) shall be repealed entirely.

Sec. 117-117 (e) (3) shall be repealed entirely.

Sec. 117-120 (e) (14) shall be repealed entirely.

Sec. 117-121 (g) (2) f. shall be repealed entirely.

Sec. 117-124 (e) (3) shall be repealed entirely.

Sec. 117-125 (f) (13) shall be repealed entirely.

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Sec. 117-348 (i) shall be repealed entirely.

Section 117-364 (Landscaping) shall be added to read as follows:

- (a) Intent. The City of Ramsey recognizes the advantages that landscaping and screening can provide, including enhanced health, safety, aesthetic, ecological and economic value. The intent of this section is to:
- (1) Enhance the quality of life within the city;
 - (2) Enhance aesthetic view of development(s) from public roads;
 - (3) Maintain and enhance property values;
 - (4) Aid in both physical and mental human health;
 - (5) Improve air quality and buffer against noise, glare, and heat;
 - (6) Reduce the potential for crime and violence;
 - (7) Improve energy efficiency;
 - (8) Add visual interest to blank building facades and soften appearance of hardscaping and buildings with accent plantings;
 - (9) Complement adjacent land uses;
 - (10) Improve the visual quality and continuity within and between developments;
 - (11) Reduce storm water runoff;
 - (12) Encourage the establishment and/or restoration of native landscapes.
- (b) Goals and Objectives. Landscaping for any project is intended to achieve the following goals and objectives:
- (1) Provide immediate aesthetic enhancements to a development site while also taking into account space and input needs of plantings well into the future;
 - (2) Encourage a healthy environment and landscape in the future;
 - (3) Ensure a diverse mixture of species to protect against future pests and pathogens.
 - (4) Encourage native landscapes in suitable locations with appropriate management plans.
- (c) Landscaping Requirements.
- (1) Topsoil and Ground Cover. All exposed ground areas, including boulevards and areas not devoted to off-street parking, driveways, sidewalks, trails, patios or other such impervious improvements, shall be landscaped with turf, shrubs, trees, native grasses and wildflowers and/or other ornamental landscape materials within six (6) months of the date of issuance of the Certificate of Occupancy.
 - a. Topsoil. In all zoning districts, a minimum of four inches of topsoil, as defined in Section 117-1, shall be applied across all exposed ground areas to the edge of improved streets, sidewalks, driveways and other impervious surfaces, excluding natural areas that are left undisturbed, whenever a building permit is issued for the construction of a principal building.
 1. The depth of topsoil at the time of inspection shall be not less than four inches.
 2. Alternatives to the import of topsoil, such as compost or other soil amendments known to improve soil water holding capacity may be permitted, but only with the prior approval of the City Engineer.

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- b. Required Ground Cover. In all zoning districts except R-1, all portions of a site not covered by structures, concrete, or asphalt, but excluding natural areas that are left undisturbed, shall be finished with sod and plantings, up to the edge of improved streets and other impervious surfaces. Any alternative to the sod requirement shall require City Council approval.
 - 1. In the R-1 Residential District, sod is required in all boulevards, excluding those areas devoted to sidewalks, trails and driveways.
 - 2. The remainder of a yard may be established with sod, seed, natural ground cover and/or native grasses and wildflowers. Noxious weeds do not constitute allowable ground cover.
 - 3. A landscape escrow, in an amount to be determined by the Building Official, shall be deposited for all required landscaping, including topsoil, sod and trees, which is not established at the time of issuance of a Certificate of Occupancy. Installation of required landscaping, including topsoil, sod (or seeding where permitted by this Code) and trees, shall be completed within six months of the issuance of the Certificate of Occupancy, weather permitting. The city may draw upon the escrow to install the required landscaping if said work is not completed within six months of the date of issuance of the Certificate of Occupancy.

- (2) Irrigation. If a landscape irrigation system is provided, the system shall be equipped with the following:
 - a. Technology that inhibits or interrupts operation of the irrigation system during periods of sufficient moisture (rain sensor).
 - b. One or more water efficient technologies. This could include, but is not limited to, WaterSense labeled weather-based irrigation controllers, soil moisture sensors, and/or evapotranspiration (ET) sensors.

- (3) Existing Trees. A reasonable attempt shall be made to preserve as many existing trees as is practicable and incorporate them into a development (see Division 5. – Tree Preservation for inventory and preservation requirements). For each healthy significant tree retained on site and not identified on the City’s list of prohibited trees, one overstory tree, or the equivalent canopy square footage, can be deducted from the minimum planting requirements.

- (4) Planting types. Acceptable planting types shall be determined by the Ramsey Tree Book. The complement of trees fulfilling the landscaping requirements shall not be less than 25 percent deciduous and not less than 25 percent coniferous. Not more than 25 percent of the required plantings shall consist of ornamental or understory trees. Projects should attempt to limit the planting of any one genus to no more than 20 percent of the total plantings.

(5) Planting Requirements for the R-1 Residential District.

Zoning District	Planting Type	Minimum Number Required	Size
R-1 Residential (MUSA) - Villas	Overstory Deciduous and/or Coniferous trees	1 tree per 50 feet of frontage, planted in the boulevard.	1 inch caliper – deciduous 5 foot height – conifer

R-1 Residential (MUSA) - SF Detached Homes	Overstory Deciduous and/or Coniferous trees	2 trees per dwelling, planted in the boulevard (or front yard depending on available space)	1 inch caliper – deciduous 5 foot height – conifer
R-1 Rural Developing	Overstory Deciduous and/or Coniferous trees	2 trees per dwelling, planted in the front yard	1 inch caliper – deciduous 5 foot height – conifer

- a. In the R-1 Residential (MUSA) – Villas sub-district, alternative planting locations, such as the backyard or common areas, will be considered if there is not sufficient space in the boulevard due to other improvements such as driveways, streetlights, hydrants, etc.

(6) Planting Requirements for the R-2 Residential (Medium Density) and R-3 Residential (High Density) Districts.

- a. If the housing product is a detached style, the plantings shall consist of at least one (1) tree per 50 feet of street frontage, planted in the boulevard.
 - 1. Alternative planting locations, such as the backyard or common areas, will be considered if there is not sufficient space in the boulevard due to other improvements such as driveway, streetlights, hydrants, etc.
- b. If the housing product is an attached style, the number of plantings shall be determined based on canopy cover. To fulfill the planting requirements, a combination of trees and shrubs shall meet or exceed the minimum required canopy cover square footage.
- c. The minimum canopy cover required shall be calculated as follows:
 - 1. Determine ratio of impervious area (including stormwater ponds) to entire site.
 - 2. Multiply the impervious area/site area ratio by the square footage of the pervious area to calculate the required canopy cover square footage for the project area.
 - 3. The following formula shall be utilized to determine the average canopy cover of a species: $[(\text{Minimum} + \text{Maximum Spread}) \div 4]^2 \times \pi \times (0.65 \text{ for preferred species or } 0.50 \text{ for acceptable species, as identified in the Ramsey Tree Book})$.
- d. Minimum size of plantings. Required trees and shrubs shall meet or exceed the following size standards:

Plant Type	Size
Deciduous Tree	1 inch caliper
Coniferous Tree	5 feet in height
Ornamental Tree	1 inch caliper
Deciduous Shrub	2 feet in height
Evergreen	2 feet in height or width, based on growth characteristics

(7) Planting Requirements for Business and Employment Districts (B-1, B-2, B-3, Neighborhood Business, H-1, E-1, E-2, and E-3).

- a. Business Districts (B-1, B-2, B-3, Neighborhood Business, and H-1). The minimum number of trees required are outlined in the table below. These are minimum requirements and can be supplemented with other plantings, as well as flowers and various ground covers that would be appropriate to produce a complete and quality landscape.

Planting Type	Required Numbers
Deciduous/coniferous trees	1 tree per 50 lineal feet of site perimeter, or 1 tree per 1,000 square feet of building footprint, whichever is greater. For building expansions, 1 additional tree is required for each 1,000 square feet of new building footprint area.
Shrubs	1 shrub per 30 lineal feet of site perimeter or 1 shrub per 300 square feet of building footprint area, whichever is greater.

- b. Employment Districts (E-1, E-2, and E-3). The minimum number of plantings required shall be determined based on canopy cover. To fulfill the planting requirements, a combination of trees and shrubs shall meet or exceed the minimum required canopy cover square footage. The minimum canopy cover required shall be as follows:
1. Determine ratio of impervious area (including stormwater ponds below the 100 year flood elevation) to entire site.
 2. Multiply the impervious area/site area ratio by the square footage of the pervious area to calculate the required canopy cover square footage for the project area.
 3. The following formula shall be utilized to determine the average canopy cover of a species: $[(\text{Minimum} + \text{Maximum Spread}) \div 4]^2 \times \pi \times (0.65 \text{ for preferred species or } 0.50 \text{ for acceptable species, as identified in the Ramsey Tree Book})$.
- c. Minimum size of plantings. Required trees and shrubs shall meet or exceed the following size standards:

Plant Type	Size
Deciduous Tree	2.5 inch caliper
Coniferous Tree	6 feet in height
Ornamental/Understory Tree	1.5 inch caliper
Deciduous Shrub	2 feet in height
Coniferous Shrub	2 feet in height or width, based on growth characteristics

- d. Road frontage plantings. For every 35 feet of public road frontage, one overstory tree shall be planted adjacent to the road right-of-way on private property. These plantings are credited toward the minimum planting requirements.
- e. Parking lot landscaping. All parking lots are required to provide internal and/or adjacent overstory tree plantings in an effort to shade parking surfaces and provide visual relief. The planting schedule is established to provide an acceptable number of plantings that may be planted in regular symmetrical patterns or irregular clusters or groupings. Plantings are required at the following minimum schedule:
1. 1 tree per every ten parking spaces.

2. Every overstory tree planting shall be provided with a planting area of at least 162 square feet.
 3. Acceptable ground cover materials include sod, mulch, and other natural ground cover. Landscaping rock and plastic underlayment is prohibited in planting islands.
- f. Bufferyards. Bufferyards help to achieve screening between differing uses with varied intensities and impacts that are not always complementary when adjacent to one another. When a bufferyard is required, the yard space and planting requirements are not to be reduced for other purposes such as future parking and driveways, building expansions, or other activities that are not in keeping with the purposes of buffering and screening.
1. Bufferyards are intended to provide additional screening of businesses that are adjacent to residential areas. The following table details the width of the bufferyard along the common adjacent property line. An additional increase of landscape plantings is required in the bufferyard. The table below outlines the minimum required additional plantings, expressed as a percentage of the total required site landscaping:

Proposed Development	Existing Adjacent Development							
	R-1	R-2	R-3	NBD	B-1	B-2	B-3	H-1
Neighborhood Business (NBD) Bufferyard width	40 feet	30 feet	20 feet	NA	NA	NA	NA	NA
% increase in plantings	25%	20%	20%					
B-1 Bufferyard width	40 feet	30 feet	20 feet	NA	NA	NA	NA	NA
% increase in plantings	25%	20%	20%					
B-2 Bufferyard width	50 feet	40 feet	30 feet	NA	NA	NA	NA	NA
% increase in plantings	30%	25%	20%					
B-3 Bufferyard width	50 feet	40 feet	30 feet	NA	NA	NA	NA	NA
% increase in plantings	30%	25%	20%					
H-1 Bufferyard width	50 feet	40 feet	30 feet	NA	NA	NA	NA	NA
	30%	25%	20%					

% increase in plantings								
E-1 Bufferyard width %increase in plantings	60 feet 30%	60 feet 30%	60 feet 30%	35 feet 20%	35 feet 20%	35 feet 20%	35 feet 20%	35 feet 20%
E-2 Bufferyard width %increase in plantings	60 feet 30%	60 feet 30%	60 feet 30%	35 feet 20%	35 feet 20%	35 feet 20%	35 feet 20%	35 feet 20%
E-3 Bufferyard width %increase in plantings	60 feet 30%	60 feet 30%	60 feet 30%	35 feet 20%	35 feet 20%	35 feet 20%	35 feet 20%	35 feet 20%

2. As an alternative method for screening in the Neighborhood Business, B-1, B-2, B-3, H-1, E-1, E-2 and E-3 Districts, fences that are 100 percent opaque may be used to mitigate the impacts of businesses that are adjacent to residential areas. Fences are subject to the provisions found in all applicable ordinances. When a fence is used for screening purposes, the bufferyard planting requirements may be reduced by ten percent from the stated minimum requirement.
- g. Credit for preservation or establishment of native grasses and plant communities. The total number of required trees may be offset by the provision of native grasses and wildflowers. Establishment or preservation of native plant communities can reduce the required number of tree plantings by 1 tree per 500 square feet of native grass/plant community area. Credit may not exceed 50 percent of the total requirements.
 1. This area(s) must be shown on both the Landscape Plan and the Grading Plan.
 2. Species, quantities, and application method and rates, shall all be provided as part of the Landscape Plan.
 3. A 3-year management plan shall be submitted for review and approval by the City as part of the civil plan set. Thereafter, an annual management plan shall be submitted to the city every year by March 1.

SECTION 3. SUMMARY

The following official summary of Ordinance #20-04 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 #20-04 amends Sections 117-111, 117-112, 117-113, 117-114, 117-115, 117-116, 117-117, 117-120, 117-121, 117-124, 117-125, and 117-348 to move all landscaping standards into a

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new Section of 117-364. Furthermore, this ordinance establishes intent, goals and objectives of landscaping. It also establishes bufferyard standards for the Neighborhood Business District and B-3 Business District. Finally, this ordinance amends the landscaping requirements in the Employment Districts (E-1, E-2, and E-3) to base them on the Canopy Cover Formula.

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 _____ day of _____, 2021.

Mayor

ATTEST:

City Administrator

Introduction date:

Posting dates:

Adoption date:

Publication date:

Effective date:

**COPY OF
PLANNING COMMISSION CASE**

Meeting Date: 05/11/2021

Information

Title:

Receive Update on Upcoming Ramsey Gateway Virtual Open House

Purpose/Background:

Staff will provide a high-level update on the status of the Highway 10/169 design efforts, funding requests and upcoming Virtual Open House in May. Anoka County is the lead agency on these design efforts. City Staff is providing full support to these efforts.

Materials are not quite yet available and will be provided at the Work Session.

Timeframe:

15 minutes

Funding Source:

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

Responsible Party(ies):

Deputy City Administrator
City Engineer

Outcome:

No action requested - the primary intent of this update is to see the materials that will be presented at a mid-May Virtual Open House, hosted by Anoka County.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	05/06/2021 11:59 AM
Form Started By: Tim Gladhill		Started On: 04/22/2021 04:01 PM
Final Approval Date: 05/06/2021		

Meeting Date: 05/11/2021

By: Brian McCann, Community Development

Information

Title:

Discuss Potential Ordinance to Clarify Rooster Restrictions

Purpose/Background:

The purpose of this case is two-fold.

- 1. Recommend a reformatting of Chapter 10 for consistent approach
- 2. Seek Policy Direction on Rooster Regulations

Reformatting

Historically, the City's Animal Code focused on a delineation between lots smaller than 3 acres and lots that are larger than 3 acres. The code is structured as such that many animals commonly considered as non-domestic (chickens, pigs, cows, horses, etc.) required at least 3 acres. Since the time the Code was originally drafted, the City has grown considerably. Additionally, the City has routinely tweaked the Animal Code on several occasions, providing a bit of a patchwork and a Code that is difficult to interpret.

The simple solution is to redraft the ordinance so that the process and definitions are consistent regardless of whether the property less smaller than 3 acres or larger than 3 acres. Staff will elaborate more at the Work Session.

Policy Question - is 3 acres still the correct break-point for 'farm-type' animals, or should that delineation be changed to something different (E.g., 1 acre or 2 acre minimum). Regardless, an owner on less than 3 acres still has the option to request approval from the City Council.

Roosters

Throughout 2020, the City received an increase in the number of complaints of roosters, especially on properties 1 to 2 acres in size. Property Owners that own Roosters and were subjects of the complaints have been asking the City to consider amending regulations to allow Roosters on properties at least 1 acre in size, understanding that Roosters are probably not appropriate on smaller lots due to the nuisance created by noise.

Policy Question - does the City Council want to consider allowing Roosters on properties that are at least 1 acre in size?

- *Alternatives*
 - *Not allowed on any lot regardless of size*
 - *Require a property that is at least 2 acres*
 - *Require a property that is at least 3 acres*

City Staff is requesting an ordinance to clarify rooster restrictions in the City. Since 2010, there have been approximately 30 code enforcement cases for violations of Chapter 10 - Animals, in regards to prohibited animals on parcels three (3) acres or less. Many of these violations are for properties that have roosters.

Section 10.1 of City Code currently states:

"a. Animals on less than three acres. None of the following animals shall be maintained on any parcel of land in the city that is not at least 3.0 acres (130,680 square feet) in size: llamas, cows, mules, donkeys, burros, goats, pigs, sheep, lambs, turkey, geese and ducks. EXCEPTION: Chickens (hens only, no roosters or crowing hens) may be

maintained on parcels less than three acres."

Many other cities in the Metro also prohibit roosters. The draft ordinance and research of other cities' requirements are attached to the case.

Funding Source:

None. Part of staff regular duties.

Recommendation:

Based on discussion.

Action:

Based on discussion.

Fiscal Impact

Attachments

Ordinance Research

Form Review

Inbox

Tim Gladhill
Brian McCann (Originator)
Tim Gladhill
Kurt Ulrich
Form Started By: Brian McCann
Final Approval Date: 05/06/2021

Reviewed By

Brian McCann
Brian McCann
Tim Gladhill
Kurt Ulrich

Date

05/03/2021 11:28 AM
05/03/2021 11:30 AM
05/06/2021 09:37 AM
05/06/2021 11:44 AM
Started On: 05/03/2021 10:17 AM

Within Ramsey City Code Chapter, chickens are permitted dependent on lot size and roosters, and crowing hens, prohibited. The purpose of this research is analysis of community codes regarding rooster permittance.

Neighboring communities had the following codes on roosters (or poultry if no “rooster”):

Andover

The City’s code defines poultry without naming roosters specifically.

- Definition
 - Poultry: “Domestic fowls, such as chickens, turkeys, ducks or geese, raised for meat or eggs”
- Permitted in Single Family rural, Suburban, Estate, and Rural Reserve. Prohibited in urban and multiple dwelling zones.

Anoka

- Chapter 14 – Animals
 - (146) “A person may keep, harbor, or maintain care, custody, or control over no more than four chickens, ducks, geese or other fowl or poultry or combination as defined by this article within city limits. No roosters shall be permitted.”

Blaine

- Chapter 6 – Control of animals other than dogs
 - (12.065 (2)) Keeping of roosters shall be prohibited.

Champlin

- Chapter 10 – Animals
 - (b) Hoofed and agricultural animals. No person shall keep, harbor, or maintain care, custody, or control over any horse, cow, sheep, pig, goat, or any other hoofed animal, chicken, duck, goose or other agricultural animal or fowl any place in the city. This section shall not prohibit the keeping of such animals in a stable that complies with the zoning code. The maximum number shall not exceed one animal per one acre of land.

Coon Rapids

- Chapter 6 – Animal Control and Licensing
 - (702 (2)) Keeping of roosters is prohibited.

Dayton

- Chapter 94 – Animals
 - (1) No owner shall allow any animal to commit acts defined or described in this section or Dayton City Code Chapter 130 as a nuisance.
 - (3) The owning, keeping, or harboring of any animal which does any of the following is hereby declared to be an act of nuisance committed by the person owning, keeping or harboring the animal:
 - (f) Excessively makes disturbing noises;

Elk River

- Chapter 30-803. – Animals
 - d1(d) - Roosters are not permitted on parcels two and one-half acres to five acres in size, unless a conditional use permit is granted.

Ham Lake

- Chapter 5-330– Animal Control
 - (1) The following conditions shall apply to every person who owns, controls, keeps, or maintains chickens on a residential city lot in areas zoned R-1 and RS-1:
 - (b) No roosters or other poultry shall be allowed.

Osseo

- Chapter 94 – Animals
 - No relevant chicken ordinances

Rogers

- Chapter 10-22 – Restrictions on keeping certain animals
 - (1) Chickens and other domestic fowl.
 - (2) Any combination of animals and/or fowl of any age kept in such numbers or under conditions that reasonably annoy, injure, or endanger the health, safety, comfort, repose, or welfare of the public or of the animals or fowl.

Neighboring communities have adopted similar ordinances regarding roosters. Roosters are prohibited, or if poultry permitted, they must not be a public nuisance in terms of disturbance.

Meeting Date: 05/11/2021

Information

Title:

Discuss Final Settlement Agreement for Retaining Wall Encroachment in Trott Brook Greenway Conservation and Trail Easement at 7349 168th Cir NW and Potentially Discuss a Broader Corridor Solution; Case of John and Jodell Seaman

Purpose/Background:

This case has been updated on May 10 to clarify the requested discussion topic.

Councilmembers Howell and Musgrove have requested a review of the case at 7349 168th Cir NW on tonight's Regular Agenda *for a broader discussion with the City Council and Staff, inviting the Property Owner to share any concerns that they have*. A Work Session discussion had been previously discussed by the City Council on this topic.

The primary intent of this case is to discuss concerns surrounding the improvements at 7349 168th Cir NW. The Council could discuss the merits of vacating a portion of the easement between the existing trail and existing homes' back yards.

Please note that even by vacating a portion of the Conservation and Trail Easement, certain areas of floodplain boundaries still exist. Staff has worked on a process with the DNR/FEMA do assist with this portion of these types of requests.

Finally, Staff will be prepared to discuss strategies to avoid this situation in the future (acquiring by fee title/not easement, better survey markers at time of development, better recordable documents, regular communication at time of sale/annual reminders).

Timeframe:

30 minutes.

Funding Source:

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

7349 168th Cir NW

The cost to reimburse the grant for the Conservation and Trail Easement is estimated at \$500 to \$2,000, depending on appraisal. Staff has attempted to assist with Floodplain and Easement Vacation through Staff Time, Appraisal and Floodplain Modeling.

Future Corridor-wide Approaches

The cost to vacate just the portion of the Conservation and Trail Easement along the entire corridor is estimated to cost between \$10,000 and \$20,000 in terms of surveying, engineering and reimbursement of grant funds. Any other alternative would require Special Legislation as the funding came from an office of the State Legislature.

Responsible Party(ies):

Deputy City Administrator

Outcome:

Discuss concerns related to the case at 7349 168th Cir NW and provide any desired direction specific to this case or the broader corridor in general.

Attachments

[Corridor Context - West Half](#)

[Corridor Context - East Half](#)

[Original Easement Drawing](#)

[Original Easement Document](#)

[Original Grant Agreement](#)

[Site Location Map](#)

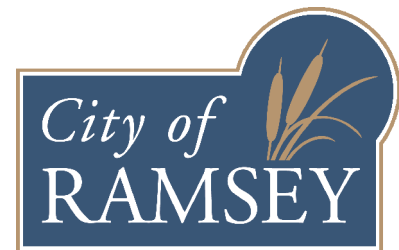
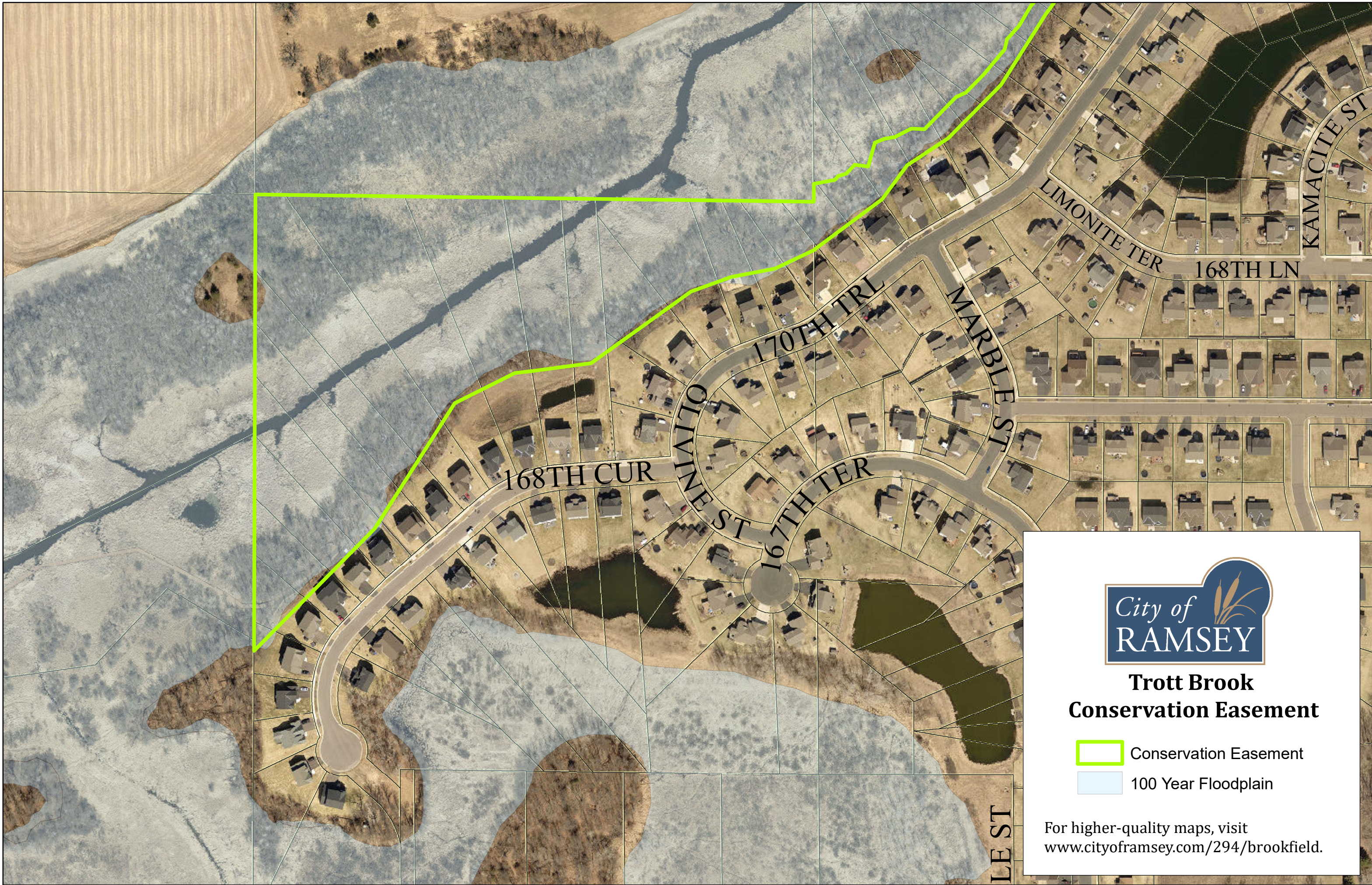
[Previous City Council Case](#)

[Resolution #21-138](#)


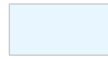
Form Review

Form Started By: Tim Gladhill
Final Approval Date: 05/07/2021

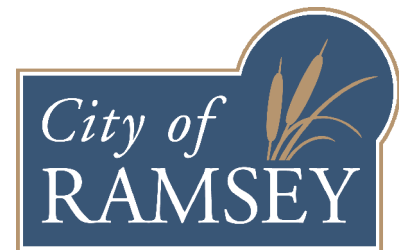
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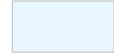
**Trott Brook
Conservation Easement**

-  Conservation Easement
-  100 Year Floodplain

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

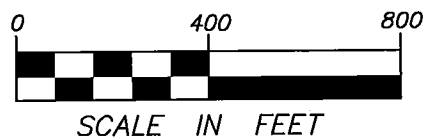
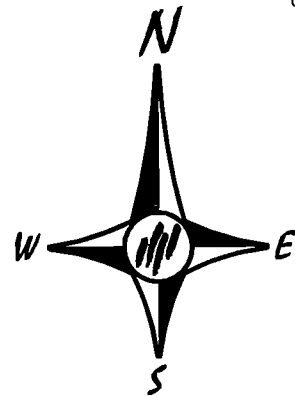


**Trott Brook
Conservation Easement**

-  Conservation Easement
-  100 Year Floodplain

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

EXHIBIT B



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

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

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

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

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

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

BANK OF TROTT BROOK

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

CSAHL NO.5 (NOW THEN BLVD)

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

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

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

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

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

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

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

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

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

PASSE ENGINEERING, INC.

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

**CONSERVATION AND TRAIL EASEMENT AND RESTRICTIONS**

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

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

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

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

(Resolution #03-12-340)

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

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

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

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

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

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

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

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

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

1. Scope of Easement.

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

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

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

(the "Conservation Values.")

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

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

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

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

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

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

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

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

- M. Dumping and Composting. No trash, non-compostable garbage, hazardous or toxic substances or unsightly material may be dumped or accumulated on the Easement Areas. However, burning for the purpose of habitat and noxious weed control and composting may be permitted upon written City approval.
- N. Vehicles. Snowmobiles, dune buggies, motorcycles, all-terrain vehicles or other types of motorized recreational vehicles may not be operated on the Easement Areas. Limited off-road use of motorized vehicles is allowed in conjunction with habitat restoration or enhancement as permitted in Section 3 of this CTE & R. This subsection is not intended to otherwise limit the use of motorized vehicles on roads or trails permitted under this CTE & R for maintenance, patrol and emergency operations.

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

- A. Right to Convey. The Owner may sell, gift, lease, bequeath, devise, mortgage or otherwise encumber or convey the Easement Areas.
- i. Any conveyance or encumbrance of the Easement Areas is subject to this CTE & R.
 - ii. The Owner shall reference this CTE & R in any deed or other document by which the Owner conveys title to the Easement Areas.
- B. Subdivision. The Easement Areas may be subdivided into lots and configurations pursuant to the City's subdivision regulations. Each parcel or lot shall remain subject to the terms and conditions of this CTE & R.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the Owner:

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

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

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

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

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

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

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

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

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

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


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

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

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

OWNER:

Oakwood Land Development, LLC


By Its: V.P. of Development

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

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



[Signature]
Notary Public
My Commission Expires:

ACCEPTANCE

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

CITY OF RAMSEY

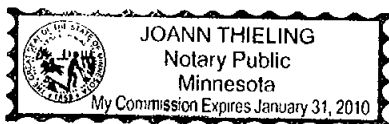
By: [Signature]
Title: Its Mayor

ATTEST:

BY: [Signature]
Title: Its City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

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



[Signature]
Notary Public
My Commission Expires:

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



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

T05-11009

EXHIBIT A

Parcel A:

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

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

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

"Line A" is described as follows:

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

"Line B" is described as follows:

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

ANOKA COUNTY MINNESOTA

Document No.: 1983446.001 ABSTRACT

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

Fees Taxes In the Amount of: \$46.00

MAUREEN J. DEVINE

Anoka County Property Tax

Administrator Recorder Registrar of Titles

D.L.A. Deputy

Record ID: 1673972



Minnesota Department of Natural Resources

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

April 1, 2004

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

Re: Metropolitan Area Wildlife Corridors Trott Brook Greenway 3.9

Refer to DNR Agreement Number A53432

Dear Mr. Riverblood:

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

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

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

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



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

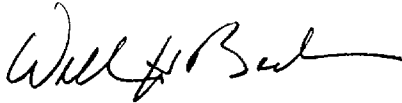
All work for which expenditures are made must occur during the period between July 9, 2003 and June 30, 2006;

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

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

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

Yours truly,



William H. Becker
Planning Director
Office of Management and Budget

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

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

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

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

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

1.3 CONTACT PERSONS

The authorized contact person for the State is:

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

The authorized agent for the Recipient is:

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

The acting fiscal agent for the Recipient is:

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

2.0 PROJECT

2.1 DESCRIPTION OF PROJECT

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

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

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

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

2.2 PROJECT SPECIFICATIONS

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

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

2.3 ADMINISTRATION AND SUPERVISION

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

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

2.4 OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

2.5 OWNERSHIP OF RESEARCH RESULTS

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

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

2.6 SALE OR LICENSE OF PRODUCTS

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

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

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

2.7 ROYALTY PAYMENTS

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

2.8 ACKNOWLEDGMENTS

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

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

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

2.9 REPORTS

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

2.10 PURCHASE OF RECYCLED AND RECYCLABLE MATERIALS

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

2.11 PUBLICATIONS

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

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

2.12 FAILURE TO COMPLETE PROJECT

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

2.13 SUBCONTRACTORS

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

2.14 ENERGY CONSERVATION

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

2.15 ACCESSIBILITY

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

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

2.16 DATA COMPATIBILITY

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

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

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

2.17 LAND ACQUISITION

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

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

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

Subdivision 2. [RESTRICTION; MODIFICATION PROCEDURE.]

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

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

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

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

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

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

2.18 NATIVE PLANT SPECIES

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

2.19 OTHER CONDITIONS

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

3. USE OF FUNDS

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

4. MATCHING FUNDS

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

5. COSTS

5.1 ELIGIBLE COSTS

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

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

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

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

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

5.2 NONELIGIBLE COSTS

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

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

6. REIMBURSEMENT PROCEDURES

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

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

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

7. STATE AUDITS

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

8. AFFIRMATIVE ACTION

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

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

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

9. WORKERS COMPENSATION

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

10. LIABILITY

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

11. TERM

11.1 EFFECTIVE DATE

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

11.2 TERMINATION

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

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

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

11.3 AMENDMENTS

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

11.4 WORK PROGRAM AMENDMENTS


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

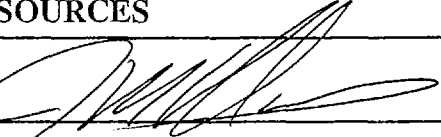
12. ANTI-TRUST PROVISION

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

13. CHOICE OF LAW

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

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

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

LIST OF EXHIBITS

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

Exhibit A

Work Program With LCMR Approval Letter

LCMR 2003 Work Program

JUL 0 1 2003

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

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

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

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

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

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

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

II. PROJECT SUMMARY AND RESULTS:

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

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

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

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

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

III. PROGRESS SUMMARY AS OF

IV. OUTLINE OF PROJECT RESULTS

Results 1: Disseminate information to landowners

Description:

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

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

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

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

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

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

Final Report Summary:

Result 2: Land Acquisition

Description:

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

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

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

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

Landowner information

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

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

Environmental Review

The City will conduct an appropriate environmental review.

Appraisals

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

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

Survey/Legal Descriptions

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

Title

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

Minimum Standards

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

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

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

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

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

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

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

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

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

Final Report Summary:

V. TOTAL LCMR PROJECT BUDGET:

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

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

TOTAL LCMR PROJECT BUDGET: \$ 500,000

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

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

A. Past Spending:

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

B. Current Spending:

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

C. Required Match (if applicable):

N/A

D. Future Spending:

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

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

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

VIII. DISSEMINATION:

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

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

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

X. REPORTING REQUIREMENTS:

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

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

Metro Wildlife Corridors/Trott Brook Greenway Corridor

Project Manager: Mark D. Boos

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

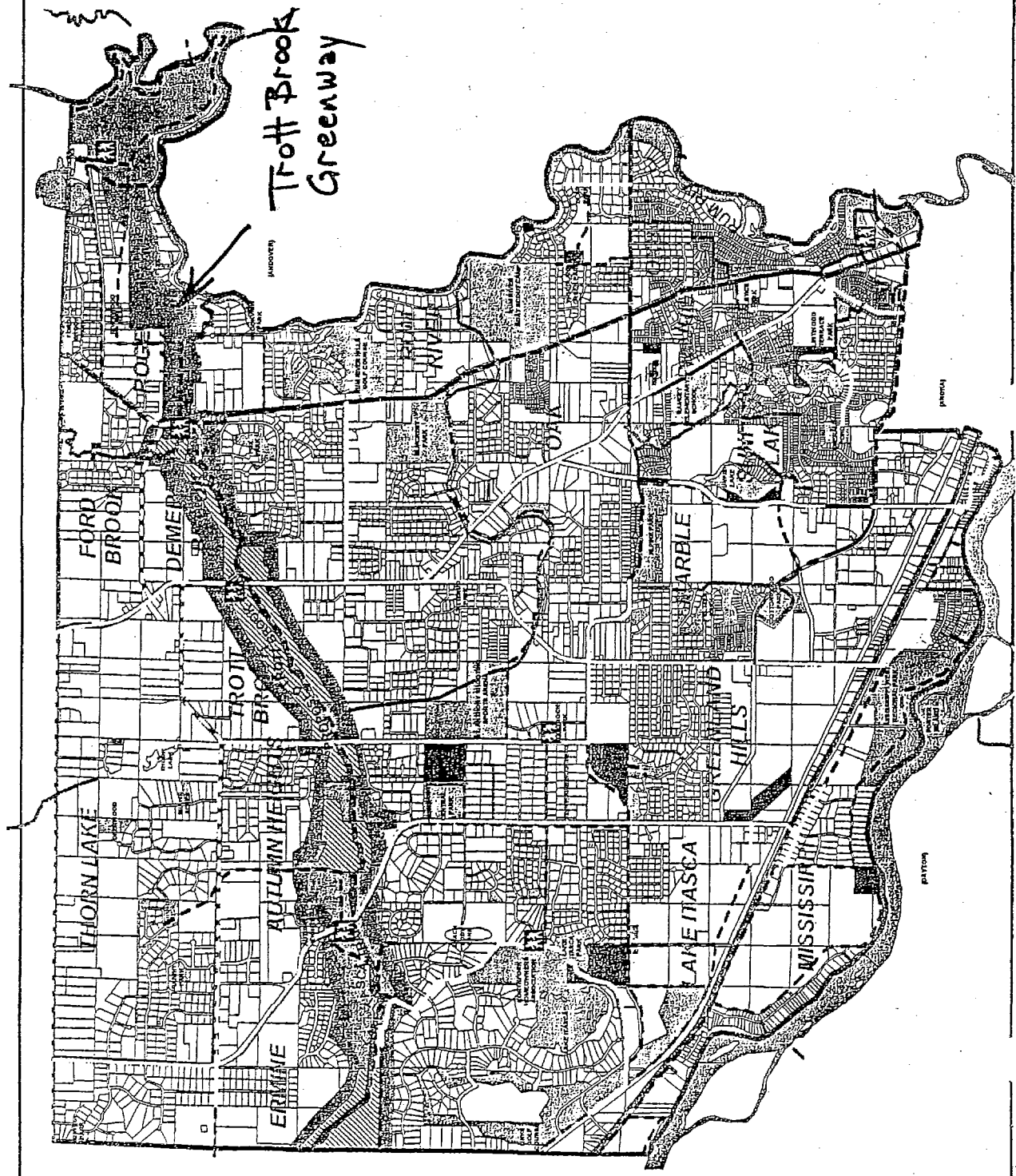
City of Ramsey



Proposed / Existing Parks and Trails

Legend

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



LEGISLATIVE COMMISSION ON MINNESOTA RESOURCES

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

ST. PAUL, MINNESOTA 55155-1201

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

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

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

WEB: www.lcmr.leg.mn

John Velin, Director

July 10, 2003

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

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

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

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

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

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

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

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

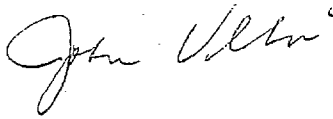
Unless otherwise indicated, all approved work programs are eligible to begin work July 10, 2003.

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

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

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

Sincerely,



John R. Velin,
Director, LCMR

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

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

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



Exhibit B

Commissioner's Plan Travel Allowances

COMMISSIONER'S PLAN TRAVEL ALLOWANCES

Excerpt from the 2001-2003 Commissioner's Plan

Mileage:

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

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

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

Commercial Transportation:

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

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

**Special Metropolitan Areas include:

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

Hotel & Motel Accommodations:

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

Baggage Handling: Reasonable costs and gratuities are allowed.

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

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

Exhibit C

Certification And Approval By Board Or Council [if applicable]

RESOLUTION #03-12-340

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

RESOLUTION ENDORSING THE TROTT BROOK GREENWAY PROJECT

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

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

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

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

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

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

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

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

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

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

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

and the following voted against the same:

none

and the following abstained:

none

and the following were absent:

none

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


Mayor

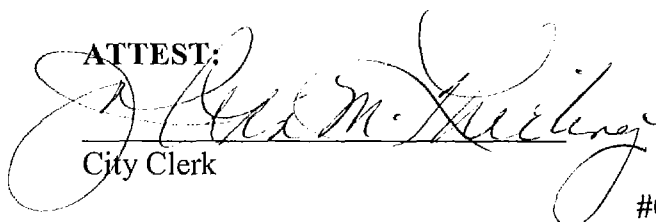
ATTEST:

City Clerk

Exhibit D

Evidence of Compliance with Affirmative Action Statute [if applicable]

Exhibit E

Reimbursement Request Form and Invoice Summary Spreadsheet

LCMR Pass Through Program Payment Request Form

Project Contract Number:	Recipient:	Project Name:
Request Number _____ Period for which funds are being requested: From: ____/____/____ To: ____/____/____ Amount of Request \$ _____	I certify that I am the individual authorized to request funds; that all expenditures reported have been dispersed and are in accordance with the contract agreement, and all original documentation is retained at our offices in the form of invoices, canceled checks, and signed time records. Copies of these documents are attached as evidence of payment. <hr style="border: 0; border-top: 1px solid black;"/> Signature Date <hr style="border: 0; border-top: 1px solid black;"/> Name Title Phone Number: _____	
Remarks:		

For Department Use Only

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

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

Reimbursement Request – Invoic

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

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

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

Exhibit F

Land Acquisition Procedures

Exhibit F

Land Acquisition Procedures

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

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

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

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

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

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

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

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




 Conservation Easement

 Parcels

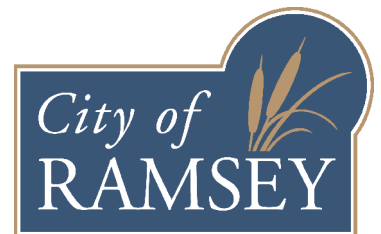
Floodplains

Flood Zone

 Floodplain - Elevation Undetermined

 Floodplain - Elevation Known

Trott Brook Conservation Easement



Meeting Date: 11/24/2020

By: Chloe McGuire Brigl, Community
Development

Information

Title:

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

Purpose/Background:

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

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

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

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

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

Notification:

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

Observations/Alternatives:

Property Information

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

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

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

Conditional Use Permit

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

Required Items to Keep Retaining Wall

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

Options are laid out more extensively in an attachment.

Policy Question

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

Funding Source:

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

Recommendation:

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

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

Action:

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

Attachments

Site Location Map

Copy of Previous
Council Case

Conditions Map

Alternatives Analysis

Floodplain Modeling Timeline (Ideal)

Brookfield LOMA

Brookfield LOMR

Floodplain Site Map

Draft Nov 5, 2020 Planning Commission Minutes

Comments Received

Res #20-256

Form Review

Inbox

Tim Gladhill

Tim Gladhill

Kurt Ulrich

Tim Gladhill

Form Started By: Chloe McGuire Brigl

Final Approval Date: 11/19/2020

Reviewed By

Tim Gladhill

Tim Gladhill

Kurt Ulrich

Katie Schmidt

Date

11/19/2020 09:52 AM

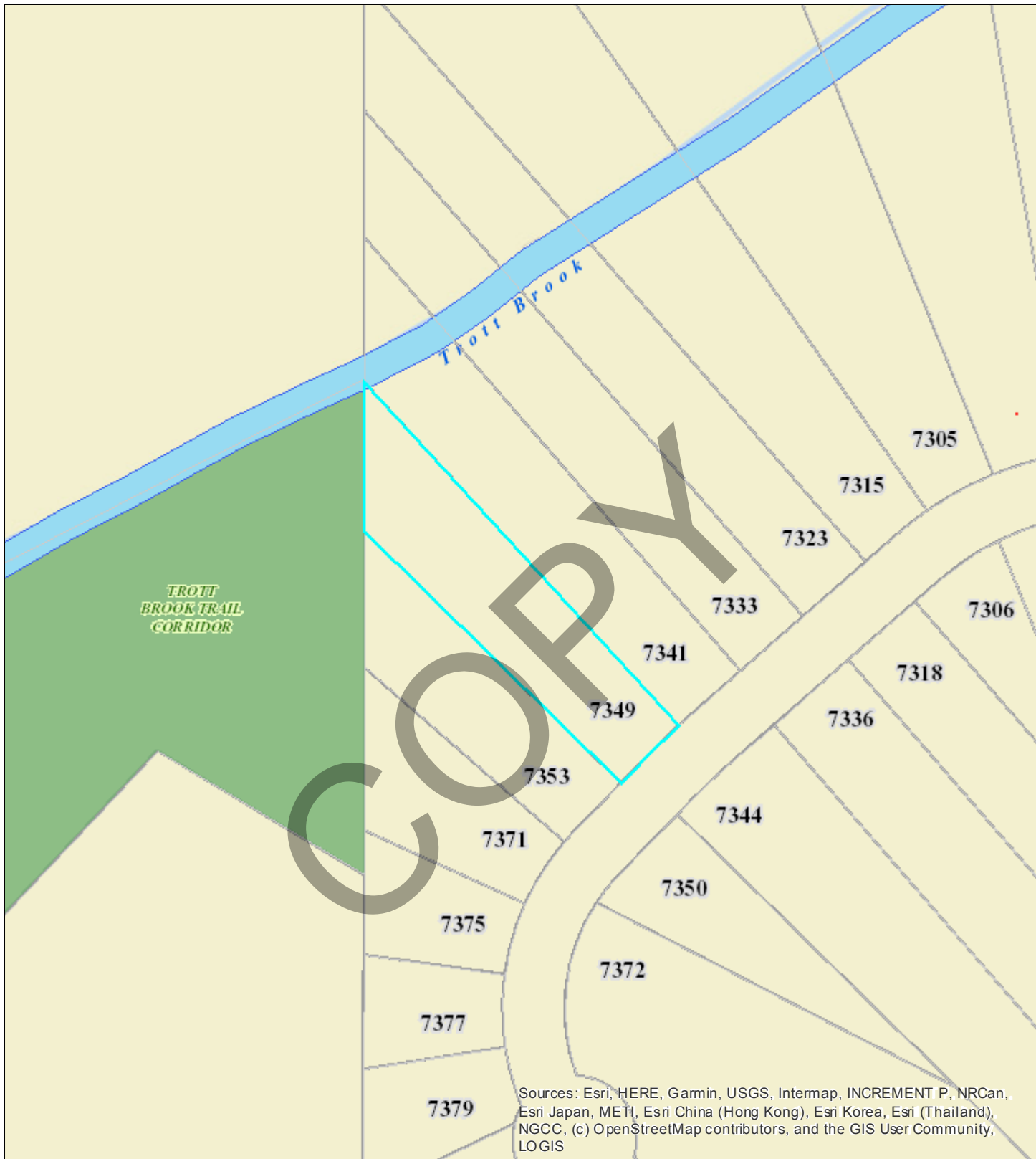
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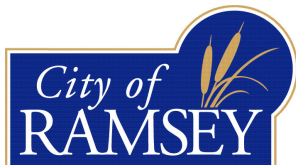
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COPY



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



Site Location Map

7349 168th Cir NW

Legend

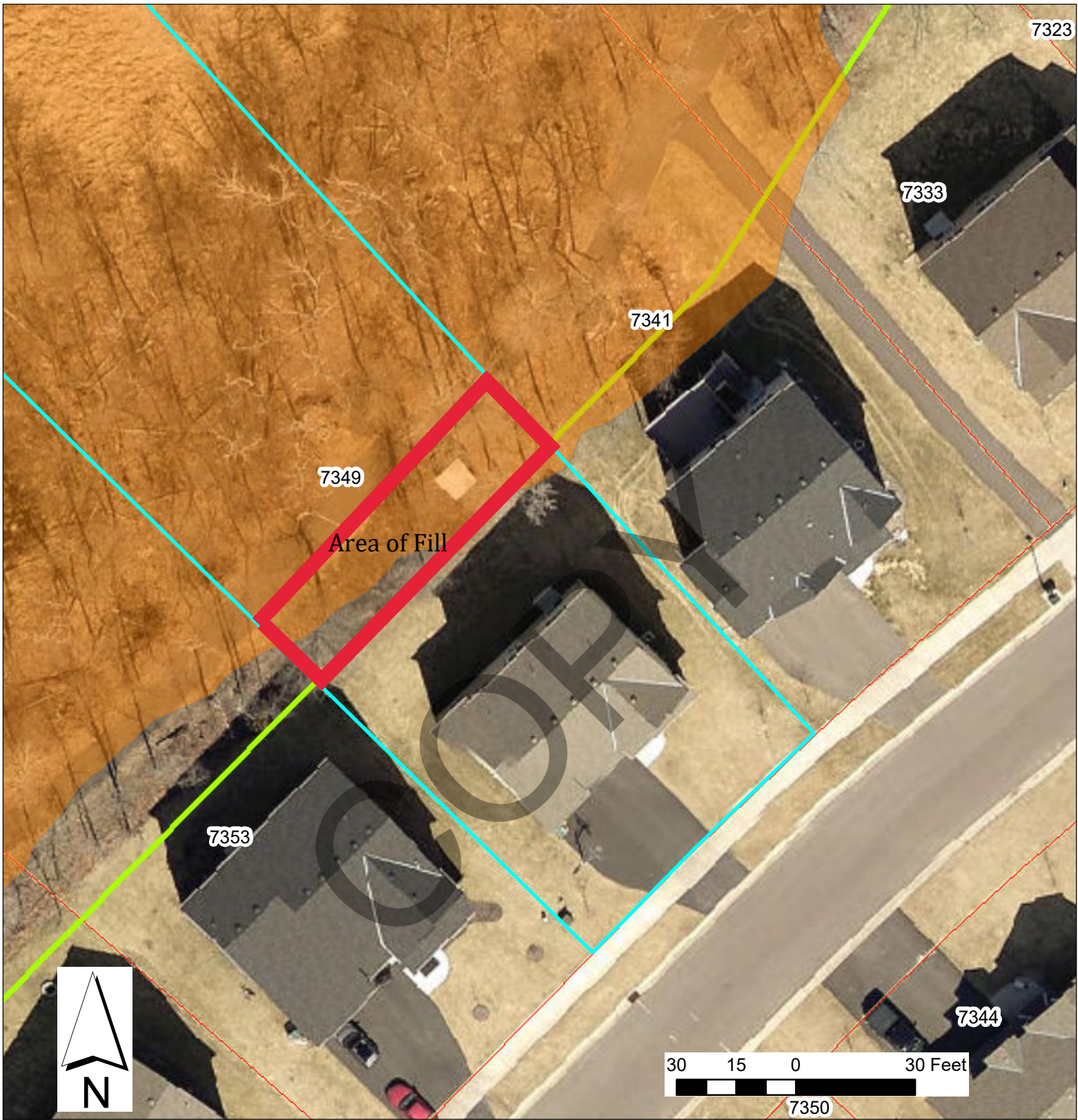
-  Site
-  Parcels




September 15th, 2020



Copy of Previous Council Case




 Conservation Easement

 Parcels

Floodplains

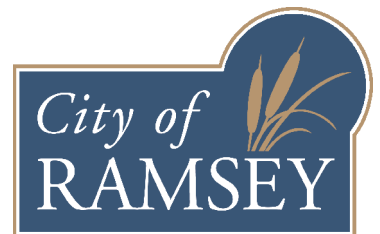
Flood Zone

 Floodplain - Elevation Undetermined

 Floodplain - Elevation Known

Trott Brook Conservation Easement

Copy of Previous
Council Case



Seaman Conservation Easement Options

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

General Talking Points

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

Floodplain Modelling Timeline
7349 168th Cir NW

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

COPY

L.O.M.A. EXHIBIT

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

DESCRIPTION OF AREA TO BE REMOVED FROM FLOOD ZONE

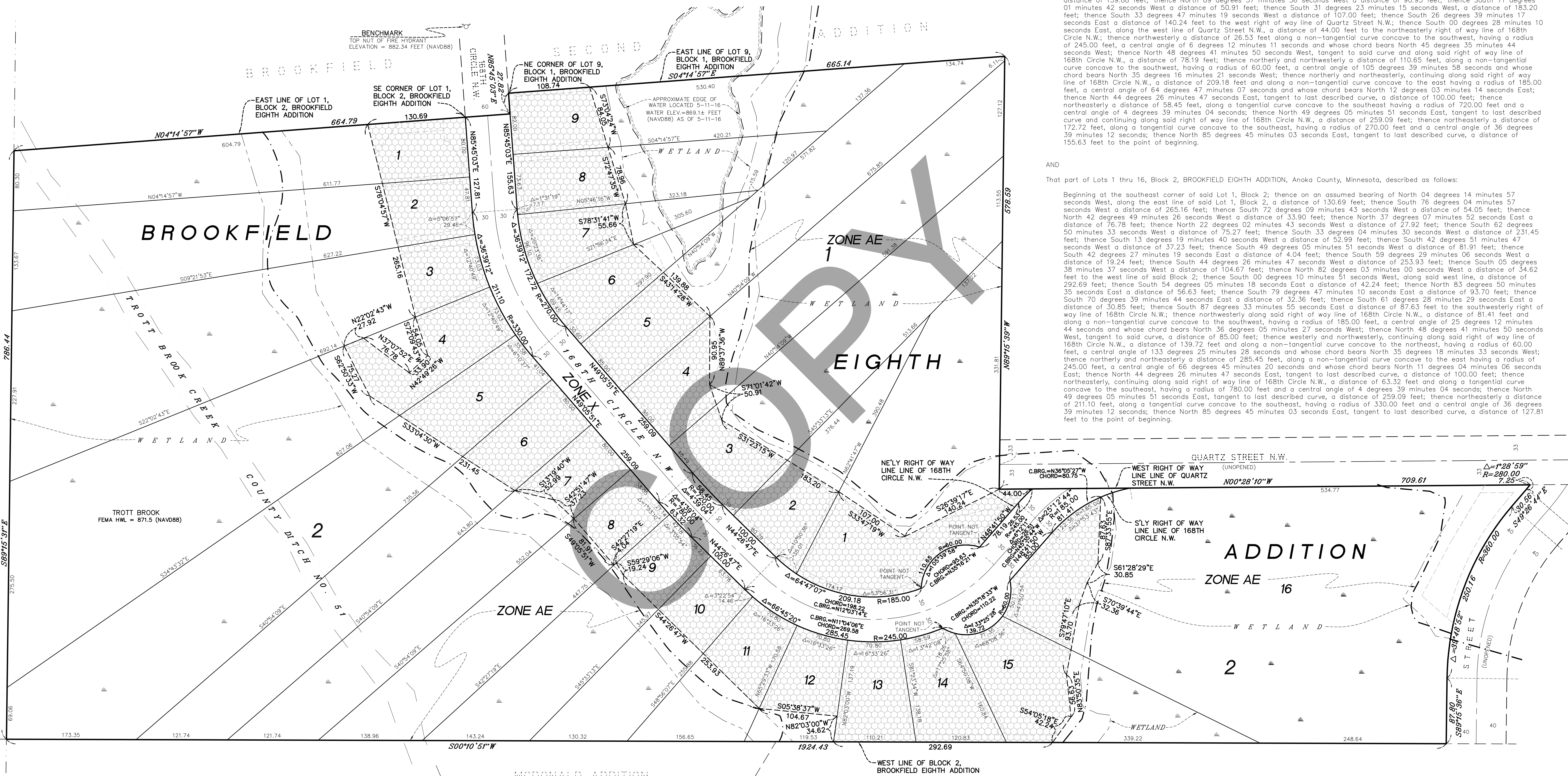
That part of Lots 1 thru 9, Block 1, BROOKFIELD EIGHTH ADDITION, Anoka County, Minnesota, described as follows:

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

AND

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

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



LEGEND

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

NOTES

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

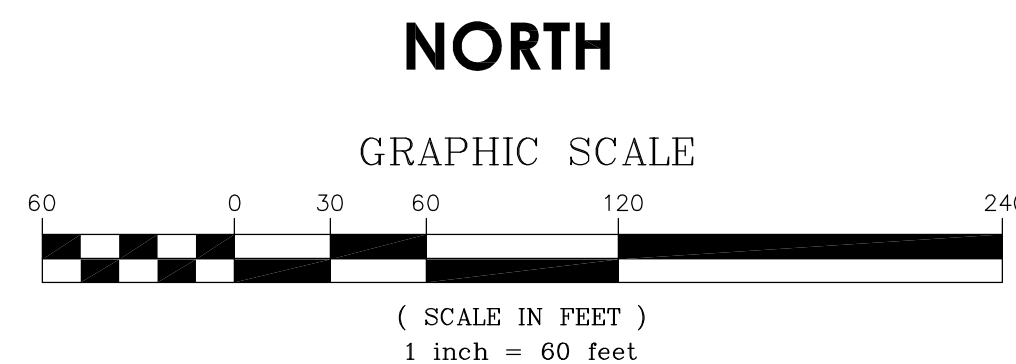
PROPERTY DESCRIPTION

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

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

Date: 03-07-18 License No. 41578

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





Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION FLOODWAY DETERMINATION DOCUMENT (REMOVAL)

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

DETERMINATION

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

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

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

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

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

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

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

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LETTER OF MAP REVISION FLOODWAY DETERMINATION DOCUMENT (REMOVAL)

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

LEGAL PROPERTY DESCRIPTION (CONTINUED)


Lots 1-9, Block 1:

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

Lots 1-16, Block 2:

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

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Engineering and Modeling Division
Federal Insurance and Mitigation Administration

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Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION FLOODWAY DETERMINATION DOCUMENT (REMOVAL)


ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

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

DETERMINATION TABLE (CONTINUED)

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

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

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LETTER OF MAP REVISION FLOODWAY DETERMINATION DOCUMENT (REMOVAL)


ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

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

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

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

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

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

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

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

Members Absent: Commissioner Torrey Johnson

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

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

Chairperson Bauer led the group in the Pledge of Allegiance.

3. CITIZEN INPUT

None.

4. APPROVAL OF AGENDA

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

A roll call vote was performed:

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

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

Public Hearing

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

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

Presentation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Citizen Input

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A roll call vote was performed:

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

Motion Carried.

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

Commission Business

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

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

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

A roll call vote was performed:

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

Motion Carried.

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

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

7. COMMISSION BUSINESS

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

Presentation

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

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

Ramsey Planning Commission Members:

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

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

Thank you,

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

Attn: Planning Commission

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

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

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

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

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

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

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

Michelle Boyd

November 3, 2020

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

Ramsey Planning Commission:

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

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

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

Thank you for your time and attention.

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

To Whom It May Concern:

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

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

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

COPY

City Planning,

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

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

7383 168th Circle NW

Ramsey, MN 55303

952-715-2741

COPY

Dear City Planning Board:

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

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

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

COPY

To Whom It May Concern,

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

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

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

Sincerely,

Hanna and Max Pryor

7383 168th Circle NW

Ramsey, MN 55303

952-715-2741

Copy of Previous
Council Case

Dear Planning Committee,

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

Copy of Previous
Council Case

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

Sincerely,

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

COPY

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

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

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

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

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

Regards,
Blake Smith
Ramsey Resident

Copy of Previous
Council Case

To whom it may concern:

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

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

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

Ashley Swanson
7277 168th Circle NW
Ramsey, MN 55303

COPY

Attn: Planning Commission
To whom it may concern,

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

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

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

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

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

RESOLUTION #20-256

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

RECITALS

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

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

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

FINDINGS OF FACT

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

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

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

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

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

and the following voted against the same:

and the following abstained:

and the following were absent:

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

Mayor

ATTEST:

City Clerk

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

RESOLUTION #21-138

RESOLUTION RELIEVING PROPERTY OWNERS OF REIMBURSEMENT REQUIREMENT FOR CONSERVATION AND TRAIL EASEMENT PARTIAL VACATION ASSOCIATED WITH A RETAINING WALL AT 7349 168TH CIR NW

RECITALS

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

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

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

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

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

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

and the following voted against the same:

and the following abstained:

and the following were absent:

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

Mayor

ATTEST:

City Clerk

CC Work Session

3.1.

Meeting Date: 05/11/2021

By: Katie Schmidt, Administrative Services

Information

Title:

Review Future Topics/Calendar

Purpose/Background:

Attached is the current list of future topics for work session discussion. Items are drawn from Council requests at meetings, or are related to topics that have been identified in the City's strategic plan. Tentative dates have been assigned.

Recommendation:

N/A

Outcome/Action:

For Council review - no formal action necessary.

Attachments

Future Topic List

Form Review

Inbox

Colleen Lasher

Kurt Ulrich

Form Started By: Katie Schmidt

Final Approval Date: 05/06/2021

Reviewed By

Colleen Lasher

Kurt Ulrich

Date

05/06/2021 09:22 AM

05/06/2021 10:36 AM

Started On: 04/23/2021 01:38 PM

	<i>Tentative City Council Future Work Session Topics</i>	
Proposed Date	Topic	Minutes (Estimate)
05/18/21	Special Work Session Immediately Following Public Works Committee	
	Annual Planning Session – Ulrich & Gladhill	Up to 4 Hours
05/25/21	Regular City Council Work Session	
	Discuss allocation of stimulus funds through 12-31-24 - Lund	20
	Discuss Updating City Pricing Strategy for City Owned Land – (Portions Closed to the Public) Sullivan	20
	Fund Balance Quarterly Update – Lund	15
	Discuss the telecommuting policy - Lasher	10
	Review and Discuss the Remote Attendance Policy and Audio Video Recording of Work Sessions - Staff	15
	Review schedule/process for 2022-23 Union Negotiations	10
06/08/21	Regular City Council Work Session	
	Discuss Non-union Compensation - Lasher	30
	Consider Increasing Liability Coverage – Lund	30
06/22/21	Regular City Council Work Session	
	City Communications Quarterly Update - Staff	15
	Direction on Whether to Continue Waiving Late Fee Penalties on Quarterly Utility Bills	10
	Discuss the Comp. Annual Financial Report – Lund	30
07/13/21	Regular City Council Work Session	
	Joint Work Session w/Planning Commission and EDA (The COR Master Plan and Highway 10 Land Use Plan)	TBD
	Discuss 2022 Budget - Lund	30
	Discuss Union Negotiations (closed to the public) Lasher	20
	20	
	Discuss the Data Practices Act & Requests/Lasher	20
07/27/21	Regular City Council Work Session	
	Fund Balance Quarterly Update – Diana Lund	10
	Draft Trail Maintenance Policy – Westby/Riemer	30
	Discuss 2022 Budget - Lund	30
	Discuss Union Negotiations (closed to the public) Lasher	20
08/10/21	Regular City Council Work Session	
	Draft Stormwater Pond Maintenance Policy – Westby/Riemer	30
	Discuss the 2022 Budget - Lund	30

	Discuss Union Negotiations (closed to the public) Lasher	20
08/24/21	Regular City Council Work Session	
	Discuss the 2022 Budget - Lund	30
	Discuss Union Negotiations (closed to the public) Lasher	20
09/14/21	Regular City Council Work Session	
	Discuss the 2022 Budget - Lund	30
	Discuss Union Negotiations (closed to the public) Lasher	20
09/28/21	Regular City Council Work Session	
	Discuss Union Negotiations (closed to the public) Lasher	20
10/12/21	Regular City Council Work Session	
	Discuss Union Negotiations (closed to the public) - Lasher	20
10/26/21	Regular City Council Work Session	
	Fund Balance Quarterly Update - Diana Lund	15
	Discuss Union Negotiations (closed to the public) - Lasher	20
11/09/21	Regular City Council Work Session	
	Annual Review of the Franchise Fee - Staff	30
	Discuss the 2022 Budget	30
	Discuss Union Negotiations (closed to the public) - Lasher	20
11/23/21	Regular City Council Work Session	
	Bi-Annual Communications Update	20
	Discuss the 2022 Budget	20
	Discuss Union Negotiations (closed to the public) - Lasher	30
12/14/21	Regular City Council Work Session	
	Discuss 2022 Council Appointments	30
Dates TBD:		
2021	Review procedure/policy/best practice for introduction of resolutions/proclamations - Ulrich	20
2021	Discuss the General Topic of Holding Joint Meeting(s) with the Council and Commissions & Other Cities. Based on discussion, future work sessions TBD.	20
2021	Discuss Historic Town Hall - Ulrich	30
2021	City Branding Presentation - Ulrich	40
2021	CR-5 Corridor Study Review - Westby	45
2021	Park System Plan - Riemer/Riverblood	60
2021	Accounting of City Engineering Staff Time for City Projects - Westby	30

