

**City of Ramsey**  
**Agenda**  
**Regular City Council**  
**Tuesday, July 26, 2022**

**7:00 pm**  
**Council Chambers, 7550 Sunwood Drive NW**

Remote Attendance available at [www.cityoframsey.com/meetings](http://www.cityoframsey.com/meetings).  
Those joining remotely and requesting to speak are asked to use a webcam when speaking.

- 1. Call to Order**
- 2. Presentation**
- 3. Citizen Input**
- 4. Approve Agenda**
- 5. Consent Agenda**
  1. Receive May 2022 Financial Reports - General Fund and Enterprise Funds
  2. Receive Cash and Investments for Period Ending June 30, 2022
  3. Approve Business Licenses
  4. Approve Rental Licenses
  5. Authorization to Hire an Accounting Clerk
  6. Authorization to Hire Building Inspectors / Plans Examiners
  7. Adopt Resolution #22-168 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 7, 2022, through July 20, 2022
  8. Adopt Resolution #22-155 Authorizing Partial Payment to Douglas Kerr Underground, LLC. for Improvement Project #22-05 Riverdale Drive Trunk Utility Improvements, Llama Street to Bowers Drive.
  9. Adopt Resolution #22- 160 Approving Purchase Agreement and Sale of Parcel 51, Anoka County Hwy ROW Plat 103 for Ramsey Gateway Project
  10. Adopt Resolution #22-161 Approving First Amendment to Purchase Agreement for Parcel 50; Case of Java Properties
  11. Adopt Resolution #22-163 Authorizing Final Payment to North Valley, Inc. for Improvement Project #21-10, Fire Station No. 1 Parking Lot Improvements.

12. Adopt Resolution #22-169 Approving Subordination Agreement and Estoppel for Oppidan Project
  13. Adopt Resolution #22-170 Approving Change Order #3 for Improvement Project #22-05, Riverdale Drive Trunk Utility Improvements, Llama Street to Bowers Drive
  14. Adopt Resolution #22-172 Accepting \$100 Cash Donation from Mr. John King
  15. Adopt Resolution #22-171 Approving Proposal for Exploratory Watermain Excavation for Improvement Project #21-08, Water Treatment Plant Trunk Watermain Improvements.
- 6. Public Hearing**
- 7. Council Business**
1. Adopt Resolution #22-162 Approving Grant from Sign and Awning Program: Miss Iz Ice Cream LLC
  2. Adopt Ordinances #22-21 and #22-22 for Anoka Ramsey Athletic Association Rezoning and Zoning Code text amendment at 14622 and 14650 Ferret St. NW
  3. Approve Updated Policy Relating to Non-programmed Activity as part of the Summer Concert Series
  4. Adopt Ordinance #22-20 Armstrong Boulevard Interchange/Highway 10 Signage Overlay District Zoning Code Text Amendment
- 8. Mayor/Council/Staff Input**
- 9. Adjournment**

**CC Regular Session**

**5. 1.**

**Meeting Date:** 07/26/2022

**By:** Diana Lund, Finance

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**Information**

**Title**

Receive May 2022 Financial Reports - General Fund and Enterprise Funds

**Purpose/Background:**

Purpose: Receive May monthly financial reports for the funds of: General, Water, Sewer, Street Lighting, Recycling and Storm Drainage.

Brief summary of actual revenues and expenditures-to-date in comparison to adopted budget for the respective funds.

**Recommendation:**

No action required. Informational only.

**Action:**

No action required. Informational ony.

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**Attachments**

May 2022 General Fund Financial Report - Budget to Actual

May 2022 Enterprise Funds Financial Reports - Budget to Actual

May 2022 Summary of Adopted budgets/expenditures to date

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**Form Review**

**Inbox**

Brian Hagen

Form Started By: Diana Lund

Final Approval Date: 07/21/2022

**Reviewed By**

Brian Hagen

**Date**

07/21/2022 08:18 AM

Started On: 07/15/2022 10:32 AM

**CITY OF RAMSEY  
FINANCIAL STATEMENT**



**JANUARY 1, 2022 THROUGH PERIOD ENDING:**                     May 31, 2022                    

**GENERAL FUND EXPENDITURES  
- BY DEPARTMENT -**

Dept	2022 BUDGET	2022 YTD GENERAL LEDGER
Admin (inclcd elections, legal & newsletter)	1,137,411.00	477,708.27
Building Inspections	495,512.00	220,510.97
Council/Commissions (inclcd charter, council contingenc	234,437.00	37,415.98
Data Processing	796,584.00	308,871.76
Engineering	487,638.00	274,406.32
Finance (inclcd assessing)	534,935.00	218,105.50
Fire (inclcd Civil Defense)	1,264,140.00	525,564.98
Gen Govt Buildings	652,216.00	178,297.83
Parks	1,483,825.00	411,262.87
Planning & Zoning	763,831.00	272,481.78
Police (inclcd animal control & comm orient)	4,802,808.00	1,758,915.44
Streets (inclcd traffic eng & snow/ice)	1,839,303.00	660,936.53
<b>Grand Total</b>	<b>14,492,640.00</b>	<b>5,344,478.23</b>

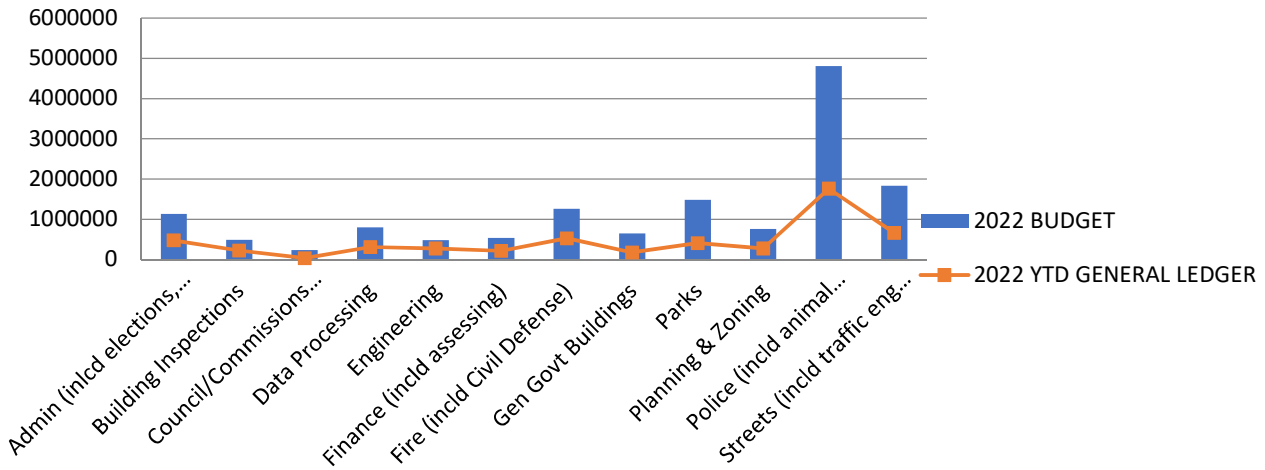
**GENERAL FUND EXPENDITURES  
- BY CATEGORY -**

Category	2022 BUDGET	2022 YTD GENERAL LEDGER
Capital Outlay	588,800.00	177,608.37
Other Services & Charges	2,399,730.00	764,948.98
Personal Services	10,261,237.00	3,926,854.56
Supplies	1,136,500.00	475,066.32
Transfers out	106,373.00	-
<b>Grand Total</b>	<b>14,492,640.00</b>	<b>5,344,478.23</b>

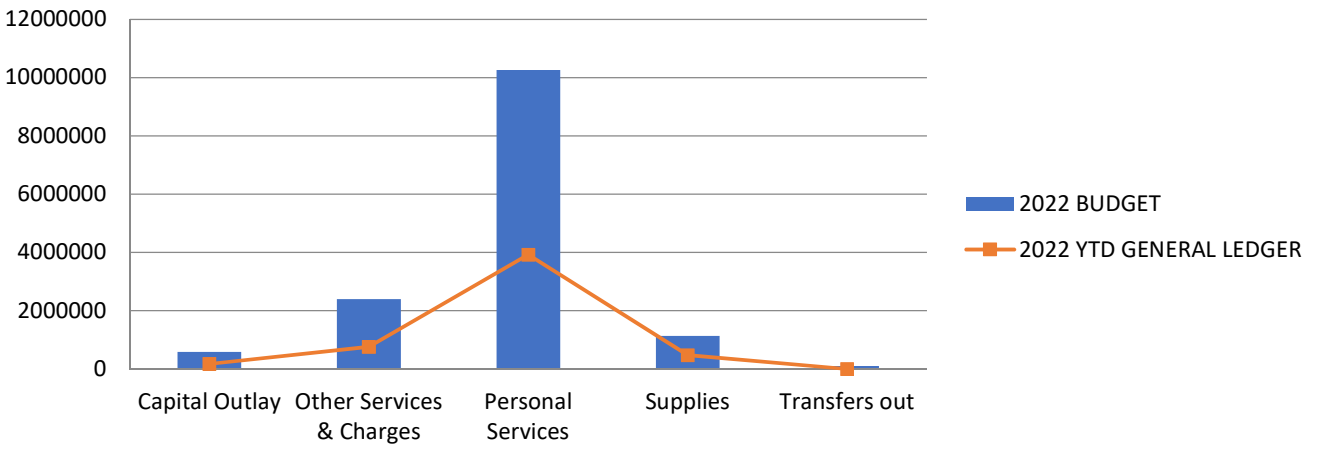
**GENERAL FUND REVENUES  
- BY CATEGORY -**

Category	2022 BUDGET	2022 YTD GENERAL LEDGER
Taxes	11,655,590.00	152.99
Charges for Services	589,300.00	323,530.87
Business Licenses/Permits	73,400.00	63,529.54
Fines and Forfeits	45,000.00	18,327.27
Federal Intergovernmental	9,000.00	-
State Intergovernmental	465,300.00	101,775.96
Interest	50,000.00	-
Miscellaneous	15,750.00	5,894.64
Non-Business Licenses/Permits	615,500.00	360,045.32
Transfers in	973,800.00	-
<b>Grand Total</b>	<b>14,492,640.00</b>	<b>873,256.59</b>

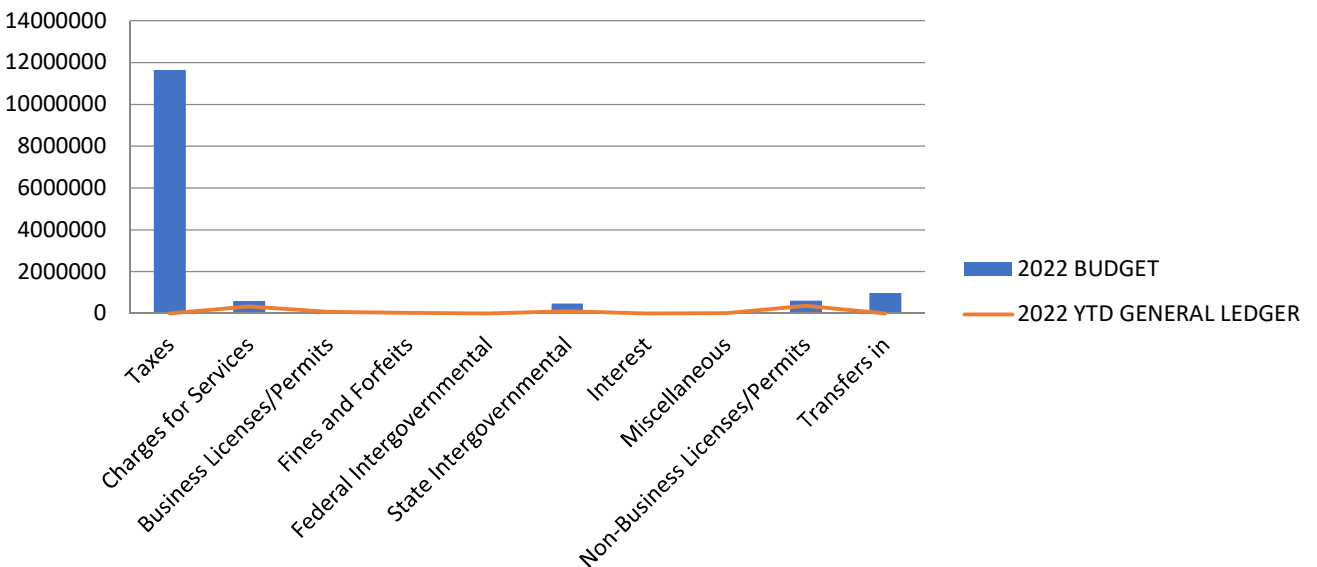
### GENERAL FUND EXPENDITURES - BY DEPARTMENT



### GENERAL FUND EXPENDITURES - BY CATEGORY



### GENERAL FUND REVENUES





**CITY OF RAMSEY  
FINANCIAL STATEMENT**



JANUARY 1, 2022 THROUGH PERIOD ENDING: May 31, 2022

<b>REVENUES</b>				
<b>BUSINESS UNIT</b>	<b>9601</b>	<b>WATER UTILITY</b>		
<b>GENERAL LEDGER ACCOUNT</b>	<b>2022 BUDGET</b>	<b>2022 YTD GENERAL LEDGER</b>	<b>-% of Budget-</b>	
4140 CREDIT CARD PROCESSING FEES	(28,000.00)	(5,681.20)	20.29%	
4609 OTHER MISCELLANEOUS REVENUES	12,000.00	1,006.09	8.38%	
4651 WATER REVENUE		30.00	0.00%	
4652 WATER SALES - RESIDENTIAL	1,360,811.00	277,243.27	20.37%	
4653 WATER SALES-COMMERCIAL	714,520.00	78,581.96	11.00%	
4654 WATER PENALTIES	15,000.00	11,108.07	74.05%	
4655 WATER METER INSTALLATION	20,000.00	8,120.00	40.60%	
4656 WATER METERS	35,000.00	18,395.28	52.56%	
4657 CONNECTION/RECONNECTION FEES	500.00	150.00	30.00%	
4701 INTEREST ON INVESTMENTS	50,000.00	-	0.00%	
4506 PREPAID INTEREST	73,498.00	-	0.00%	
4606 DEVELOPER FEES (WAC)		455,391.00	0.00%	
4601 MISCELLANEOUS REVENUE		760.26	0.00%	
<b>Grand Total</b>	<b>2,253,329.00</b>	<b>845,104.73</b>		

<b>EXPENSES</b>				
<b>BUSINESS UNIT</b>	<b>9601</b>	<b>WATER UTILITY</b>		
<b>GENERAL LEDGER ACCOUNT</b>	<b>2022 BUDGET</b>	<b>2022 YTD GENERAL LEDGER</b>	<b>-% of Budget-</b>	
6102 F.T. REGULAR-WAGES & SALARIES	272,731.00	78,400.34	28.75%	
6103 FULL TIME-REGULAR-OVERTIME	13,500.00	6,509.19	48.22%	
6105 TEMPORARY-WAGES & SALARIES	19,167.00	-	0.00%	
6121 PERA CONTRIBUTIONS	56,467.00	6,930.76	12.27%	
6122 FICA/MEDICARE CONTRIBUTIONS	23,518.00	7,323.14	31.14%	
6131 GROUP INSURANCE	44,502.00	12,740.40	28.63%	
6133 WORKERS COMP INSURANCE PREMIUM	16,773.00	-	0.00%	
6208 MISCELLANEOUS OFFICE SUPPLIES	400.00	171.78	42.95%	
6223 GASOLINE	8,000.00	2,328.84	29.11%	
6225 DIESEL FUEL	1,500.00	-	0.00%	
6229 SHOP MATERIALS	600.00	360.02	60.00%	
6231 UNIFORMS & TURN-OUT GEAR	2,900.00	2,208.05	76.14%	
6249 MISCELLANEOUS OPERATING SUPPLY	20,000.00	4,921.14	24.61%	
6257 OTHER VEHICLE PARTS	5,000.00	1,101.87	22.04%	
6273 UTILITY SYSTEM MAINT SUPPLIES	105,000.00	23,134.12	22.03%	
6281 SMALL TOOLS & MINOR EQUIPMENT	10,000.00	4,977.59	49.78%	
6292 WATER METERS FOR RESALE	125,000.00	49,081.74	39.27%	
6315 MISCELLANEOUS PROFESSIONAL SER	95,000.00	21,545.00	22.68%	
6322 POSTAGE	2,000.00	191.04	9.55%	
6323 CELLULAR PHONES	4,000.00	-	0.00%	
6334 MILEAGE REIMBURSEMENT	400.00	56.16	14.04%	
6335 TRAINING	4,500.00	950.00	21.11%	
6352 GENERAL NOTICE & PUBLIC INFOR	700.00	-	0.00%	
6361 GENERAL LIABILITY/PROPERTY INS	36,050.00	9,309.00	25.82%	
6371 ELECTRIC UTILITIES	180,000.00	37,299.77	20.72%	
6372 WATER/IRRIGATION	1,000.00	184.38	18.44%	
6373 GAS	9,000.00	4,379.94	48.67%	
6374 REFUSE/RECYCLING	1,500.00	804.60	53.64%	
6381 BUILDING & STRUCTURE REPAIR	3,500.00	737.47	21.07%	
6439 OTHER MISCELLANEOUS	67,000.00	223.02	0.33%	
6451 MEMBERSHIP DUES	1,400.00	-	0.00%	
6489 OTHER CONTRACTED SERVICES	76,000.00	10,933.82	14.39%	
6722 DEPRECIATION	821,940.00	-	0.00%	
6820 OPERATING TRANSFERS TO OTHER F	49,000.00	-	0.00%	
6436 WATER EFFICIENCY REBATE PROG		6,536.25	0.00%	
<b>Grand Total</b>	<b>2,078,048.00</b>	<b>293,339.43</b>		

**CITY OF RAMSEY  
FINANCIAL STATEMENT**



JANUARY 1, 2022 THROUGH PERIOD ENDING:                     May 31, 2022                    

<b>REVENUES</b>				
<b>BUSINESS UNIT</b>	<b>9602</b>	<b>SEWER UTILITY</b>		
<b>GENERAL LEDGER ACCOUNT</b>	<b>2022 BUDGET</b>	<b>2022 YTD GENERAL LEDGER</b>	<b>-% of Budget-</b>	
4140 CREDIT CARD PROCESSING FEES	(16,000.00)	(5,313.72)	33.21%	
4356 SEWER AVAILABILITY CHARGE-ADM	73,498.00	2,012.85	2.74%	
4609 OTHER MISCELLANEOUS REVENUES	5,000.00	-	0.00%	
4661 RESIDENTIAL-SEWER CHARGES	1,378,650.00	355,234.51	25.77%	
4662 COMMERCIAL-SEWER CHARGES	416,120.00	108,167.03	25.99%	
4663 SEWER PENALTIES	15,000.00	15,656.80	104.38%	
4701 INTEREST ON INVESTMENTS	75,000.00	-	0.00%	
4606 DEVELOPER FEES (WAC)	-	203,736.00	0.00%	
4601 MISCELLANEOUS REVENUE		760.28	0.00%	
<b>Grand Total</b>	<b>1,947,268.00</b>	<b>680,253.75</b>		

<b>EXPENSES</b>				
<b>BUSINESS UNIT</b>	<b>9602</b>	<b>SEWER UTILITY</b>		
<b>GENERAL LEDGER ACCOUNT</b>	<b>2022 BUDGET</b>	<b>2022 YTD GENERAL LEDGER</b>	<b>-% of Budget-</b>	
6102 F.T. REGULAR-WAGES & SALARIES	201,508.00	24,631.41	12.22%	
6121 PERA CONTRIBUTIONS	33,113.00	1,949.15	5.89%	
6122 FICA/MEDICARE CONTRIBUTIONS	15,490.00	2,029.04	13.10%	
6131 GROUP INSURANCE	7,362.00	-	0.00%	
6133 WORKERS COMP INSURANCE PREMIUM	10,362.00	-	0.00%	
6223 GASOLINE	4,000.00	1,294.85	32.37%	
6225 DIESEL FUEL	4,000.00	549.23	13.73%	
6249 MISCELLANEOUS OPERATING SUPPLY	22,000.00	4,516.11	20.53%	
6257 OTHER VEHICLE PARTS	4,000.00	1,553.63	38.84%	
6275 OTHER EQUIPMENT PARTS	9,000.00	-	0.00%	
6315 MISCELLANEOUS PROFESSIONAL SER	25,000.00	118.25	0.47%	
6323 CELLULAR PHONES	600.00	180.38	30.06%	
6334 MILEAGE REIMBURSEMENT	400.00	-	0.00%	
6335 TRAINING	2,400.00	-	0.00%	
6361 GENERAL LIABILITY/PROPERTY INS	22,660.00	1,883.00	8.31%	
6371 ELECTRIC UTILITIES	25,000.00	6,177.29	24.71%	
6372 WATER/IRRIGATION	1,000.00	184.38	18.44%	
<b>6373 GAS</b>	<b>5,000.00</b>	<b>3,822.01</b>	<b>76.44%</b>	
6374 REFUSE/RECYCLING	2,500.00	804.61	32.18%	
<b>6377 SEWER SERVICE CHARGE</b>	<b>989,491.00</b>	<b>494,745.54</b>	<b>50.00%</b>	
6489 OTHER CONTRACTED SERVICES	37,400.00	2,890.82	7.73%	
6722 DEPRECIATION	568,112.00	-	0.00%	
6820 OPERATING TRANSFERS TO OTHER F	43,000.00	-	0.00%	
<b>Grand Total</b>	<b>2,033,398.00</b>	<b>547,329.70</b>		

Note: The Finance Department has highlighted line items that may be trending towards exceeding budget OR not may not have been included in the adopted budget.

**CITY OF RAMSEY  
FINANCIAL STATEMENT**



JANUARY 1, 2022 THROUGH PERIOD ENDING: May 31, 2022

REVENUES				
BUSINESS UNIT	9603	STREET LIGHT UTILITY		
GENERAL LEDGER ACCOUNT	2022 BUDGET	2022 YTD GENERAL LEDGER	-% of Budget-	
4140 CREDIT CARD PROCESSING FEES	(4,000.00)	(1,094.36)	27.36%	
4681 CHARGES FOR STREET LIGHTS	166,000.00	42,908.48	25.85%	
4683 STREET LIGHTING PENALTIES	2,000.00	2,274.16	113.71%	
4701 INTEREST ON INVESTMENTS	10,000.00	-	0.00%	
4684 PRIORITY STREET LIGHT	54,700.00	14,065.98	25.71%	
<b>Grand Total</b>	<b>228,700.00</b>	<b>58,154.26</b>		

EXPENSES				
BUSINESS UNIT	9603	STREET LIGHT UTILITY		
GENERAL LEDGER ACCOUNT	2022 BUDGET	2022 YTD GENERAL LEDGER	-% of Budget-	
6371 ELECTRIC UTILITIES	130,000.00	40,706.74	31.31%	
6489 OTHER CONTRACTED SERVICES	15,000.00	5,893.79	39.29%	
6722 DEPRECIATION	43,717.00	-	0.00%	
6820 OPERATING TRANSFERS TO OTHER F	25,000.00	-	0.00%	
<b>Grand Total</b>	<b>213,717.00</b>	<b>46,600.53</b>		

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**CITY OF RAMSEY  
FINANCIAL STATEMENT**



JANUARY 1, 2022 THROUGH PERIOD ENDING: May 31, 2022

<b>REVENUES</b>				
<b>BUSINESS UNIT</b>	<b>9604</b>	<b>RECYCLING UTILITY</b>		
<b>GENERAL LEDGER ACCOUNT</b>	<b>2022 BUDGET</b>	<b>2022 YTD GENERAL LEDGER</b>	<b>-% of Budget-</b>	
4140 CREDIT CARD PROCESSING FEES	(4,500.00)	(1,651.51)	36.70%	
4287 OTHER LOCAL GOVERNMENT GRANTS	73,498.00	-	0.00%	
4609 OTHER MISCELLANEOUS REVENUES	1,000.00	1,387.70	138.77%	
4671 RECYCLING CHARGES	438,680.00	111,489.04	25.41%	
4672 RECYCLING PENALTIES	7,000.00	4,541.17	64.87%	
4701 INTEREST ON INVESTMENTS	2,500.00	-	0.00%	
<b>Grand Total</b>	<b>518,178.00</b>	<b>115,766.40</b>		

<b>EXPENSES</b>				
<b>BUSINESS UNIT</b>	<b>9604</b>	<b>RECYCLING UTILITY</b>		
<b>GENERAL LEDGER ACCOUNT</b>	<b>2022 BUDGET</b>	<b>2022 YTD GENERAL LEDGER</b>	<b>-% of Budget-</b>	
6102 F.T. REGULAR-WAGES & SALARIES	24,148.00	6,094.58	25.24%	
6103 FULL TIME-REGULAR-OVERTIME	-	366.75	0.00%	
6104 PART TIME-WAGES & SALARIES	-	209.36	0.00%	
6121 PERA CONTRIBUTIONS	2,811.00	500.42	17.80%	
6122 FICA/MEDICARE CONTRIBUTIONS	1,851.00	467.29	25.25%	
6131 GROUP INSURANCE	3,514.00	-	0.00%	
6133 WORKERS COMP INSURANCE PREMIUM	195.00	-	0.00%	
6249 MISCELLANEOUS OPERATING SUPPLY	30,000.00	9,803.60	32.68%	
6322 POSTAGE	300.00	-	0.00%	
6489 OTHER CONTRACTED SERVICES	455,600.00	188,916.02	41.47%	
<b>Grand Total</b>	<b>518,419.00</b>	<b>206,358.02</b>		

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**CITY OF RAMSEY  
FINANCIAL STATEMENT**



JANUARY 1, 2022 THROUGH PERIOD ENDING: May 31, 2022

<b>REVENUES</b>				
<b>BUSINESS UNIT</b>	<b>9605</b>	<b>STORM WATER UTILITY</b>		
<b>GENERAL LEDGER ACCOUNT</b>	<b>2022 BUDGET</b>	<b>2022 YTD GENERAL LEDGER</b>	<b>-% of Budget-</b>	
4140 CREDIT CARD PROCESSING FEES	(7,500.00)	(2,613.79)	34.85%	
4609 OTHER MISCELLANEOUS REVENUES	73,498.00	-	0.00%	
4693 STORM WATER-RESIDENTIAL	580,000.00	148,682.67	25.63%	
4694 STORM WATER-COMMERCIAL	605,000.00	153,111.30	25.31%	
4695 STORM WATER-PENALTIES	10,000.00	8,601.12	86.01%	
4701 INTEREST ON INVESTMENTS	10,000.00	-	0.00%	
<b>Grand Total</b>	<b>1,270,998.00</b>	<b>307,781.30</b>		

<b>EXPENSES</b>				
<b>BUSINESS UNIT</b>	<b>9605</b>	<b>STORM WATER UTILITY</b>		
<b>GENERAL LEDGER ACCOUNT</b>	<b>2022 BUDGET</b>	<b>2022 YTD GENERAL LEDGER</b>	<b>-% of Budget-</b>	
6102 F.T. REGULAR-WAGES & SALARIES	183,961.00	14,946.79	8.12%	
6105 TEMPORARY-WAGES & SALARIES	-	116.00	0.00%	
6121 PERA CONTRIBUTIONS	30,797.00	1,120.84	3.64%	
6122 FICA/MEDICARE CONTRIBUTIONS	14,085.00	1,156.00	8.21%	
6131 GROUP INSURANCE	25,328.00	-	0.00%	
6133 WORKERS COMP INSURANCE PREMIUM	6,984.00	-	0.00%	
6225 DIESEL FUEL	7,000.00	2,110.05	30.14%	
<b>6249 MISCELLANEOUS OPERATING SUPPLY</b>	<b>12,000.00</b>	<b>13,931.81</b>	<b>116.10%</b>	
6257 OTHER VEHICLE PARTS	7,500.00	-	0.00%	
6315 MISCELLANEOUS PROFESSIONAL SER	100,000.00	-	0.00%	
6361 GENERAL LIABILITY/PROPERTY INS	10,164.00	-	0.00%	
6371 ELECTRIC UTILITIES	12,000.00	3,485.45	29.05%	
6372 WATER/IRRIGATION	1,000.00	184.39	18.44%	
<b>6373 GAS</b>	<b>8,000.00</b>	<b>3,822.01</b>	<b>47.78%</b>	
6374 REFUSE/RECYCLING	2,400.00	804.63	33.53%	
6451 MEMBERSHIP DUES	24,000.00	1,000.00	4.17%	
6489 OTHER CONTRACTED SERVICES	50,000.00	2,890.82	5.78%	
6722 DEPRECIATION	345,435.00	-	0.00%	
6820 OPERATING TRANSFERS TO OTHER F	38,000.00	-	0.00%	
<b>Grand Total</b>	<b>878,654.00</b>	<b>45,568.79</b>		

Note: The Finance Department has highlighted line items that may be trending towards exceeding budget OR not may not have been included in the adopted budget.

**CITY OF RAMSEY  
YEAR-TO-DATE BY BUSINESS UNIT**



**JANUARY 1, 2022 THROUGH PERIOD ENDING:**

**May 31, 2022**

<b>GENERAL FUND EXPENDITURES BY DEPARTMENT</b>	<b>2022 ADOPTED BUDGET</b>	<b>CURRENT YTD POSTED EXP</b>	<b>5/12 ADOPTED BUDGET (APR)</b>	<b>% of Budget Used (41.66% is 5/12)</b>	<b>BUDGET AMOUNT REMAINING</b>
Admin (inclcd elections, legal & newsletter)	1,137,411.00	477,708.27	473,921.25	42.00%	659,702.73
Building Inspections	495,512.00	220,510.97	206,463.33	44.50%	275,001.03
Council/Commissions (inclcd charter, council contingency)	234,437.00	37,415.98	97,682.08	15.96%	197,021.02
Data Processing	796,584.00	308,871.76	331,910.00	38.77%	487,712.24
Engineering (personnel costs allocated after year-end)	487,638.00	274,406.32	203,182.50	56.27%	213,231.68
Finance (inclcd assessing) (personnel costs allocated after year-end)	534,935.00	218,105.50	222,889.58	40.77%	316,829.50
Fire (inclcd Civil Defense)	1,264,140.00	525,564.98	526,725.00	41.57%	738,575.02
Gen Govt Buildings	652,216.00	178,297.83	271,756.67	27.34%	473,918.17
Parks	1,483,825.00	411,262.87	618,260.42	27.72%	1,072,562.13
Planning & Zoning	763,831.00	272,481.78	318,262.92	35.67%	491,349.22
Police (inclcd animal control & comm orient)	4,802,808.00	1,758,915.44	2,001,170.00	36.62%	3,043,892.56
Streets (inclcd traffic eng & snow/ice)	1,839,303.00	660,936.53	766,376.25	35.93%	1,178,366.47
<b>TOTAL</b>	<b>14,492,640.00</b>	<b>5,344,478.23</b>	<b>6,038,600.00</b>	<b>36.88%</b>	<b>9,148,161.77</b>

<b>ENTERPRISE EXPENDITURES BY FUND</b>	<b>2022 ADOPTED BUDGET</b>	<b>CURRENT YTD POSTED EXP</b>	<b>5/12 ADOPTED BUDGET (APR)</b>	<b>% of Budget Used (41.66% is 5/12)</b>	<b>BUDGET AMOUNT REMAINING</b>	<b>*BUDGETED DEPRECIATION (part of "2022 BUDGET")</b>
Water (budgeted depreciation not booked until after year-end)	2,078,048.00	293,339.43	865,853.33	14.12%	1,784,708.57	\$ 821,940.00
Sewer (budgeted depreciation not booked until after year-end)	2,033,398.00	547,329.70	847,249.17	26.92%	1,486,068.30	\$ 568,112.00
Street Light (budgeted depreciation not booked until after year-end)	213,717.00	46,600.53	89,048.75	21.80%	167,116.47	\$ 43,717.00
Recycling	518,419.00	206,358.02	216,007.92	39.81%	312,060.98	N/A
Storm Water (budgeted depreciation not booked until after year-end)	878,654.00	45,568.79	366,105.83	5.19%	833,085.21	\$ 345,435.00
<b>TOTAL</b>	<b>5,722,236.00</b>	<b>1,139,196.47</b>	<b>2,384,265.00</b>	<b>19.91%</b>	<b>4,583,039.53</b>	<b>\$ 1,779,204.00</b>

<b>EDA FUND EXPENDITURES</b>	<b>2022 ADOPTED BUDGET</b>	<b>CURRENT YTD POSTED EXP</b>	<b>4/12 ADOPTED BUDGET (APR)</b>	<b>% of Budget Used (41.66% is 5/12)</b>	<b>BUDGET AMOUNT REMAINING</b>
Economic Development	85,360.00	26,770.34	35,566.67	31.36%	58,589.66

**CC Regular Session**

**5. 2.**

**Meeting Date:** 07/26/2022

**By:** Diana Lund, Finance

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**Information**

**Title**

Receive Cash and Investments for Period Ending June 30, 2022

**Purpose/Background:**

Purpose: Receive reports of the city's cash and investments for the period ending June 30, 2022.

Cash and investment report shows the monthly cash flow - receipts and expenditures through June 30, 2022 with the current listing of the city's investment portfolio.

**Recommendation:**

No action required. Informational only.

**Action:**

No action required. Informational only.

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**Attachments**

Cash & Investments for Period Ending June 30, 2022

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**Form Review**

**Inbox**

Brian Hagen

Form Started By: Diana Lund

Final Approval Date: 07/21/2022

**Reviewed By**

Brian Hagen

**Date**

07/21/2022 08:16 AM

Started On: 07/15/2022 10:28 AM

**CITY OF RAMSEY**  
**REPORT OF POOLED CASH FLOWS**  
**Period Ended June 30, 2022**

	June-22 CURRENT MONTH	2022 YEAR-TO-DATE
<b>CASH AND TEMPORARY INVESTMENTS</b>		
<b>BEGINNING BALANCE (Includes PW Bond Proceeds)</b>	\$ 85,357,168.52	\$ 88,776,714.25
<b>CASH INFLOWS:</b>		
Daily Deposit	109,412.04	5,058,568.97
Tax Settlements	4,969,957.95	5,171,829.86
U/B Receipts	35,001.63	1,030,346.93
Credit Cards (Includes Utility Billing)	148,876.93	2,147,237.31
Interest Earnings [Net of Interest Paid on Investments]	146,546.01	533,575.67
Bond Proceeds-int	-	-
<b>TOTAL CASH INFLOW</b>	<b>\$ 5,409,794.56</b>	<b>\$ 13,941,558.74</b>
<b>TOTAL CASH AVAILABLE</b>	<b>\$ 90,766,963.08</b>	<b>\$ 102,718,272.99</b>
<b>CASH OUTFLOWS:</b>		
Prepaid Checks	693,820.10	5,300,914.79
Bills Lists	758,633.21	4,253,718.17
Pay Estimates	786,834.53	2,283,498.92
Credit Cards	13,308.75	41,814.87
Payroll - Net	426,113.90	2,703,024.82
Flex Reimbursement	4,468.99	18,170.99
Void Checks/Dormant Checks Paid	(2,600.00)	(19,943.54)
Debt Service	280,431.81	329,263.06
Miscellaneous [Bank Charges; etc.]	630.87	2,489.99
<b>TOTAL CASH OUTFLOW</b>	<b>\$ 2,961,642.16</b>	<b>\$ 14,912,952.07</b>
<b>POOLED CASH AND TEMPORARY INVESTMENTS ENDING BALANCE</b>	<b>\$ 87,805,320.92</b>	<b>\$ 87,805,320.92</b>
<b>MEMO - NET 2022 CASH INFLOW ( OUTFLOW)</b>	<b>2,448,152.40</b>	<b>(971,393.33)</b>
<b>INVESTMENT PORTFOLIO SUMMARY</b>		
<b>BEGINNING BALANCE</b>	<b>\$ 70,488,486.07</b>	<b>71,817,760.66</b>
Purchases	-	7,490,668.35
Maturities/Sales	(570,005.56)	(9,389,948.50)
<b>ENDING BALANCE</b>	<b>\$ 69,918,480.51</b>	<b>\$ 69,918,480.51</b>

2022 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	FDIC #	CUSIP	PRIN BAL 1/1/2022	PURCH 2022	SOLD/ MATURE 2022	BV PRIN BAL 12/31/2022
191008C	12/1/2022	BAIRD	ROCK ISLAND IL TAX		7724872K9	270,000.00		0.00	270,000.00
180727A	7/27/2022	ICD SEC	CD-KANSAS STATE	19899	50116C8BY4	245,000.00		0.00	245,000.00
191227A	12/27/2022	ICD SEC	CD-PROMISEONE B/	58657	74348HAB4	245,000.00		0.00	245,000.00
191230D	12/30/2022	ICD SEC	CD-FIRST NATIONA	03330	32112UDL2	245,000.00		0.00	245,000.00
									735,000.00
210401	12/1/2027	Northland	RUSH COUNTY KANSAS TAX		781834-D4-9	180,000.00		0.00	180,000.00
220322	2/15/2023	Northland	SPARTA TOWNSHIP NJ TAX		84677-KV-6		135,000.00	0.00	135,000.00
210615	8/1/2030	Northland	MN STATE TAX		60412A-VP-5	500,000.00		0.00	500,000.00
210625	7/15/2026	Northland	EAST LYME CONN TAX		273587-P3-3	200,000.00		0.00	200,000.00
200123	12/15/2022	Northland	LIVERNE MN TAX		550629-VE-6	330,000.00		0.00	330,000.00
201230	5/1/2025	Northland	FREEPORT NY TAX		356731-CA-5	300,000.00		0.00	300,000.00
200130D	3/1/2022	Northland	RICHLAND SCHOOL DISTRICT		764080-FN-2	130,000.00		130,000.00	0.00
200113	3/1/2027	Northland	RICHLAND SCHOOL DISTRICT		764080-FT-9	165,000.00		0.00	165,000.00
200326A	4/1/2023	Northland	TULSA COUNTY OK TAX		899525-TR-0	100,000.00		0.00	100,000.00
200625	3/1/2029	Northland	LAWRENCE MASS TAX		520228-GQ-5	180,000.00		0.00	180,000.00
200825A	8/1/2027	Northland	CENTINELA VALLEY CA HS		15239-RP-4	250,000.00		0.00	250,000.00
200825B	8/1/2029	Northland	CENTINELA VALLEY CA HS		15239-RR-0	270,000.00		0.00	270,000.00
200914	8/1/2028	Northland	BURLESON TX IDS ZERO CPN		121403-EE6	500,000.00		0.00	500,000.00
200923	7/15/2029	Northland	WILKINSBURGO BORO PA TAX		968529-JV-0	265,000.00		0.00	265,000.00
141104	2/1/2022	Northland	DULUTH MN TAXABLE		264438-G5-5	150,000.00		150,000.00	0.00
150430	2/1/2022	Northland	MINNETONKA ISD #276		604195-YG-6	270,000.00		270,000.00	0.00
190826	3/1/2022	Northland	OCONOMOWOC WIS TAX BOND		675635-KW-5	250,000.00		250,000.00	0.00
190703	4/1/2022	Northland	WEST ALLIS WIS TAX		951173-JA-2	180,000.00		180,000.00	0.00
190424	5/15/2022	Northland	TEXAS A&M TAX		88213AEH4	130,000.00		130,000.00	0.00
170109	6/1/2022	Northland	DESMOINES IA TAX		250097-J3-7	200,000.00		200,000.00	0.00
150109	10/1/2022	Northland	HUBBARD COUNTY TAX		443348-DE-4	135,000.00		0.00	135,000.00
190515	11/1/2022	Northland	MICHICAN STATE SCHOOL TAX		594612-CY-7	205,000.00		0.00	205,000.00
120308B	12/1/2022	Northland	SHOREWOOD WIS TAX		825230-KW-4	75,000.00		0.00	75,000.00
190628B	4/1/2023	Northland	WEST ALLIS WIS TAX		951173NP4	240,000.00		0.00	240,000.00
160812	5/1/2023	Northland	MONROE MI TAX		611101-MF-0	190,000.00		0.00	190,000.00
191107A	6/1/2023	Northland	NEWTON IOWA TAX		652810-YZ-9	190,000.00		70,000.00	120,000.00
190726B	6/1/2023	Northland	DESMOINES IA COMM COLLEGE TAX		250097L75	250,000.00		0.00	250,000.00
180913	7/31/2023	Northland	CD-BANK NEW ENGLAND SALEM		06426K-AN-8	245,000.00		0.00	245,000.00
121228B	9/1/2023	Northland	MIDDLETON WIS REFUND		596782-T6-7	300,000.00		0.00	300,000.00
190220B	11/1/2023	Northland	HAWAII ST GO BONDS		214471-PA-6	200,000.00		0.00	200,000.00
161114B	2/1/2024	Northland	ANDOVER MN TAX		034313-ZU-3	300,000.00		0.00	300,000.00
180730	10/1/2024	Northland	HUBBARD COUNTY TAX		443348-DG-9	100,000.00		0.00	100,000.00
120214B	9/1/2025	Northland	MIDDLETON WIS REFUND		596782-TJ-1	315,000.00		0.00	315,000.00
190227	12/1/2025	Northland	COOK COUNTY SCHOOL DISTRICT		032879-TC-2	500,000.00		0.00	500,000.00
190404	9/1/2026	Northland	TUSCOLA COUNTY MISC TAX		900764RL7	395,000.00		0.00	395,000.00
191003A	12/1/2026	Northland	SCOTT BLUFF CTY SCHOOL DIST		810164-CQ-4	385,000.00		0.00	385,000.00
120308C	12/1/2027	Northland	SHOREWOOD WIS TAX		825230-LB-9	225,000.00		0.00	225,000.00
190402	2/1/2028	Northland	CLOQUET MN TAX		189036-PS-9	150,000.00		0.00	150,000.00
191016B	4/1/2028	Northland	COLUMBUS OH TAX		199492E339	285,000.00		0.00	285,000.00
211020A	7/15/2028	Northland	MOUNT HILLS TOWNSHIP SCHOOL		6215S3-E6-7	430,000.00		0.00	430,000.00
120308D	12/1/2028	Northland	SHOREWOOD WIS TAX		825230-LC-7	465,000.00		0.00	465,000.00
									8,885,000.00
210107	6/1/2031	UBS	SAN JOSE CA FING AUTHO		798153NL2	1,000,000.00		0.00	1,000,000.00
220207A	7/1/2028	UBS	PHOENIX AZ CIVIC		71883RRS4		165,000.00	0.00	165,000.00
220207B	4/1/2029	UBS	BAY AREA CA TOLL AUTHORITY		072024XF4		250,000.00	0.00	250,000.00
220414A	1/15/2023	UBS	US TREASURY NOTE		912828Z29		1,245,000.00	0.00	1,245,000.00
220414B	2/15/2023	UBS	US TREASURY NOTE		912828UN8		1,240,000.00	0.00	1,240,000.00
220414C	3/15/2023	UBS	US TREASURY NOTE		912828ZD5		1,260,000.00	0.00	1,260,000.00
220414D	4/15/2023	UBS	US TREASURY NOTE		912828ZH6		1,265,000.00	0.00	1,265,000.00
220419	3/1/2025	UBS	MARYLAND STATE COMM DEV TAX		57419RC78		750,000.00	0.00	750,000.00
211206	5/1/2027	UBS	PIMA COUNTY AZ		721781AF0	500,000.00		0.00	500,000.00
211209	9/15/2032	UBS	CAPE MAY COUNTY NJ TAX		139501SB7	470,000.00		0.00	470,000.00
211223	8/1/2025	UBS	HAWAII STATE		41972YQ3	500,000.00		0.00	500,000.00
211231	3/15/2029	UBS	NEW YORK STATE URBAN DEV		650036AX4	500,000.00		0.00	500,000.00
210107		UBS	UBS PRIME FUND			62,674.20		62,674.20	0.00
211109	8/1/2023	UBS	UPPER SANTA CLARA VY		916544ES4	200,000.00		0.00	200,000.00
211115	10/1/2031	UBS	INFRASTRUCTURE BANK		76223MAL6	580,000.00		0.00	580,000.00
211130		UBS	UBS PRIME FUND			219,604.08		219,604.08	0.00
211008	11/1/2023	UBS	SAN FRAN CA CITY & COUNTY UTIL		79771FAW7	140,000.00		0.00	140,000.00
211020B	8/15/2031	UBS	ALABAMA FEDERAL AID HWY		010268CT5	500,000.00		0.00	500,000.00
211014	5/1/2030	UBS	ST. JOHN'S PUBLIC SCHOOL		790450HN3	550,000.00		0.00	550,000.00
210909	7/1/2022	UBS	MAINE HEALTH		56042RH96	500,000.00		0.00	500,000.00
210910	9/1/2030	UBS	BROWNSVILLE TX UTIL		1164753D4	1,000,000.00		0.00	1,000,000.00
210930	8/1/2028	UBS	CHARTER OAKS CA		1612855D4	250,000.00		0.00	250,000.00
210825A	8/25/2028	UBS	CD-CELTIC BANK	57056	15118RWG8	245,000.00		0.00	245,000.00
210825B	8/15/2028	UBS	NEW HAMPSHIRE MUNI		64465QHA7	550,000.00		0.00	550,000.00

2022 CASH AND INVESTMENT ACTIVITY

CITY	INVEST #	STATED	SECURITY	FDIC #	CUSIP	PRIN	PURCH	SOLD/	BY
		MAT				BAL		MATURE	PRIN
		DATE	DESCRIP			1/1/2022	2022	2022	12/31/2022
210824A		8/15/2023	UBS US TREASURY NOTE		91282CAF8	2,500,000.00		0.00	2,500,000.00
210824B		10/15/2023	UBS US TREASURY NOTE		91282CAP6	2,500,000.00		0.00	2,500,000.00
210824C		9/15/2023	UBS US TREASURY NOTE		91282CAK7	2,500,000.00		0.00	2,500,000.00
210826			UBS UBS PRIME FUND			35,408.43		35,408.43	0.00
220131			UBS UBS PRIME FUND			0.00	253,882.73	253,882.73	0.00
220331			UBS UBS PRIME FUND			0.00	576,785.62	517,311.42	59,474.20
220316		3/16/2026	UBS CD-GOLDMAN SACHS			0.00	245,000.00	0.00	245,000.00
220519		3/15/2026	UBS NEW YORK DEV		6500355P6	0.00	105,000.00	0.00	105,000.00
210713		2/1/2028	UBS TEXAS PUB FIN AUTHORITY		882669BW3	325,000.00		0.00	325,000.00
210716		4/12/2022	UBS CP-FIRST BOST NY		2254EBDC2	5,000,000.00		5,000,000.00	0.00
210604		7/1/1930	UBS FLORIDA STATE BOARD TAX		341271AF1	1,000,000.00		0.00	1,000,000.00
210630		7/15/2026	UBS MICHIGAN CITY IND SCHOOL		594381HJ7	500,000.00		0.00	500,000.00
210617A		7/1/2028	UBS EL SEGUNDO CA PENSION		284035AG7	1,000,000.00		0.00	1,000,000.00
210617B		6/1/2029	UBS ORANGE COUNTY TAX		684184TC8	110,000.00		0.00	110,000.00
210621		11/1/2026	UBS REGIONAL TRANSPORTATION		759136VD3	500,000.00		0.00	500,000.00
210408A		7/1/2028	UBS PHOENIX AZ CIVIC		71884AH44	500,000.00		0.00	500,000.00
210408B		1/15/2027	UBS APACHE COUNTY ARIZ		03743TAF9	590,000.00		0.00	590,000.00
210430		6/1/2028	UBS BEVERLY HILLS CA PUB		088006KC4	500,000.00		0.00	500,000.00
210111		6/1/2031	UBS SAN JOSE CA FING AUTHO		798153NL2	320,000.00		0.00	320,000.00
210113		5/1/2029	UBS NYC TRANSITIONAL		64971XSZ2	1,000,000.00		0.00	1,000,000.00
210114		12/1/2029	UBS FRANKLIN COUNTY OH		353174JE6	1,000,000.00		0.00	1,000,000.00
210121		10/1/2027	UBS MIAMI DADE COUNTY TAX		59333NV91	750,000.00		0.00	750,000.00
210219		9/1/2027	UBS VIRGINIA COLLEGE BLDG			500,000.00		0.00	500,000.00
210224B		11/1/2028	UBS WILL COUNTY ILL COMMUNITY		969078QN7	2,500,000.00		0.00	2,500,000.00
210301		8/1/2028	UBS SAN JOSE CA FING AUTHO		7981818P30	1,000,000.00		0.00	1,000,000.00
210302		8/1/2027	UBS VISTA CA UNI SCHOOL		928346P45	1,050,000.00		0.00	1,050,000.00
210308A		6/1/2029	UBS RIO RANCHO NEW MEXICO TAX		767169ER2	500,000.00		0.00	500,000.00
210308B		6/1/2027	UBS RIO RANCHO NEW MEXICO TAX		767169EP6	580,000.00		0.00	580,000.00
210309		6/1/2026	UBS BEVERLY HILLS CA PUB		088006KA8	300,000.00		0.00	300,000.00
210311		1/1/2027	UBS FORT LAUDERDALE FLA SPL		347622CW0	500,000.00		0.00	500,000.00
210326		9/1/2028	UBS CHINO CALIF PUB FING		169548FP4	615,000.00		0.00	615,000.00
210514		10/1/2026	UBS BOSSIER CITY LA UTIL		100216FZ8	500,000.00		0.00	500,000.00
160601		2/15/2022	UBS MCALLEN TAX'		582018FF5	200,000.00		200,000.00	0.00
151104		3/1/2022	UBS NEW YORK TAXALBE		64966KQC0	500,000.00		500,000.00	0.00
190322		3/22/2022	UBS CD-MEDALLION BA'	57449	58404DDP3	245,000.00		245,000.00	0.00
160727		5/1/2022	UBS NORTH BRANCH SCHOOL TAX		657740F50	500,000.00		500,000.00	0.00
190710		5/15/2022	UBS CONVENTION CENTER AUTHORITY		32115AAG7	175,000.00		175,000.00	0.00
001127		7/25/2022	UBS FNR G92-35		31358PHV2C	10.35		10.50	-0.15
160830C		8/1/2022	UBS NEW YORK CITY TAXABLE		64966MED7	300,000.00		0.00	300,000.00
021004		8/25/2022	UBS FNR 1992-125L		31358PS40C	33.70		32.11	1.59
180108		10/1/2022	UBS PALM BEACH COUNTY SOLID WASTE		696560LD1	450,000.00		0.00	450,000.00
020826		10/15/2022	UBS FHR 1391D		312912LU0	29.90		25.03	4.87
201119B		12/1/2022	UBS WARREN HEIGHTS OH BUILDING		936121JU7	165,000.00		0.00	165,000.00
191213		12/13/2022	UBS CD-WELLS FARGO T	27389	949495AA3	245,000.00		0.00	245,000.00
161216B		12/16/2022	UBS CD-MERCANTIL COI	22953	58733ADQ9	245,000.00		0.00	245,000.00
200116		1/17/2023	UBS CD-MORGAN STANI	32992	6169OURY8	245,000.00		0.00	245,000.00
161208A		4/1/2023	UBS NEW HOPE CULTURAL ED TAX		64542WAY6	250,000.00		0.00	250,000.00
150812		6/1/2023	UBS CHARLOTTE TAXABLE		161037L61	300,000.00		0.00	300,000.00
010328		6/25/2023	UBS FHG14A		312916PD5R	2,000.00		1,000.00	1,000.00
180628		6/28/2023	UBS CD-COMENITY BAN	27499	981996UP3	200,000.00		0.00	200,000.00
191230B		6/30/2023	UBS CD-RAYMOND JAMI	33893	75472RAR2	245,000.00		0.00	245,000.00
201119C		12/1/2023	UBS WARREN HEIGHTS OH BUILDING		936121JV5	165,000.00		0.00	165,000.00
190118C		5/22/2024	UBS CD-CAPITAL ONE	4297	14042RLP4	245,000.00		0.00	245,000.00
190118C		5/22/2024	UBS CD-CAPITAL ONE U:	33954	14042TAP2	245,000.00		0.00	245,000.00
190315		3/15/2024	UBS CD-COMENITY CAP	57570	20033AS31	245,000.00		0.00	245,000.00
190325		3/25/2024	UBS CD-BANK HAPOALII	33686	06251AW48	245,000.00		0.00	245,000.00
200325		4/1/2024	UBS NEW YORK HOUSING		6498833S2	500,000.00		0.00	500,000.00
161018		7/1/2024	UBS SELMA ALA TAX		816459QV6	500,000.00		0.00	500,000.00
161026		10/1/2024	UBS HONOLULU TAX		4386705W7	300,000.00		0.00	300,000.00
151023		10/1/2024	UBS MADISON TAXABLE		55844RKN3	640,000.00		0.00	640,000.00
161208B		11/1/2024	UBS MICHIGAN FIN AUTH REV		59447TJX2	250,000.00		0.00	250,000.00
191127		11/27/2024	UBS CD-STATE BANK IN:	33682	856285RS2	245,000.00		0.00	245,000.00
201119D		12/1/2024	UBS WARREN HEIGHTS OH BUILDING		936121JW3	165,000.00		0.00	165,000.00
191107B		12/1/2024	UBS CORPUS CHRISTI TEX TRANS		220228BK5	400,000.00		0.00	400,000.00
190418		12/5/2024	UBS CD-DELTA NATION:	26633	2477RBD6	200,000.00		0.00	200,000.00
180629C		6/1/2025	UBS MARYLAND STATE TAX		57420PGR1	300,000.00		300,000.00	0.00
161114A		7/1/2025	UBS LEXINGTON FAYETTE AIRPORT		52909MCA0	300,000.00		0.00	300,000.00
191101		8/1/2025	UBS MASSACHUSETTS ST WATER		576051VFO	400,000.00		0.00	400,000.00
201119E		12/1/2025	UBS WARREN HEIGHTS OH BUILDING		936121JX1	175,000.00		0.00	175,000.00
191122A		12/1/2025	UBS WARRENSVILLE HEIGHTS OHIO		936121JM5	500,000.00		0.00	500,000.00
191105		3/1/2026	UBS MARYLAND STATE COMM DEV		57419TDZ1	320,000.00		0.00	320,000.00
201105		4/1/2026	UBS PARAMUS NJ SCHOOL		699347LF5	500,000.00		0.00	500,000.00
200113		4/15/2026	UBS PHILADELPHIA AUTHORITY-ZERO COUP		71781LBU2	300,000.00		0.00	300,000.00
201204		4/15/2026	UBS LONG BEACH CITY SCHOOL DIS		542535LY3	750,000.00		0.00	750,000.00
191115A		7/1/2026	UBS LEXINGTON FAYETEE URBAN COUNTY		52909MDR2	470,000.00		0.00	470,000.00
200326B		8/1/2026	UBS SAN BERNARDINO COMM		79672ONA47	500,000.00		0.00	500,000.00

2022 CASH AND INVESTMENT ACTIVITY

CITY	STATED MAT	BROKER	SECURITY DESCRIP	FDIC #	CUSIP	PRIN BAL 1/1/2022	PURCH 2022	SOLD/ MATURE 2022	BY PRIN BAL 12/31/2022
191219B	11/1/2026	UBS	OPELIKA ALABAMA TAX		683489ZE1	400,000.00		0.00	400,000.00
191016A	12/1/2026	UBS	DENVER CITY & COUNTY HSG		24917NAG6	500,000.00		0.00	500,000.00
200925	4/1/2027	UBS	WESTERN WASHINGTON UNIV		959878RJO	500,000.00		0.00	500,000.00
191219A	6/1/2027	UBS	UNIVERSITY OF NORTHERN COLORADO		914733DY3	360,000.00		0.00	360,000.00
191022	10/1/2027	UBS	NEW YORK NY TAX		64966QEK2	500,000.00		0.00	500,000.00
160802	12/1/2027	UBS	TOOLE CITY UT TAX		89033RBU7	400,000.00		0.00	400,000.00
190725A	12/1/2027	UBS	WRIGHT COUNTY TAXABLE		982276BK2	630,000.00		0.00	630,000.00
201007	8/1/2028	UBS	SAN BERNARDINO CALIFORN UNIV TAX		796711H44	1,000,000.00		0.00	1,000,000.00
191108	8/1/2028	UBS	CORONA-NORCO CAL		219764SC2	405,000.00		0.00	405,000.00
200320	9/1/2028	UBS	PENNSYLVANIA UNIV TAX		709235P25	425,000.00		0.00	425,000.00
191212	10/1/2028	UBS	UNIVERSITY OF ALABAMA TAX		914745GG2	400,000.00		0.00	400,000.00
191024	2/1/2029	UBS	PULASKI COUNTY		745401EGO3	400,000.00		0.00	400,000.00
200630A	7/1/2029	UBS	NEW YORK STATE DORM AUTH		64990GS86	430,000.00		0.00	430,000.00
200611	11/1/2029	UBS	VENTURA COUNTY CA		923078CZ0	400,000.00		0.00	400,000.00
200324	3/1/2030	UBS	NEW YORK CITY TAXABLE		64966QIL5	500,000.00		0.00	500,000.00
200921	7/1/2030	UBS	FLORIDA STATE REV BOND		341271AF1	500,000.00		0.00	500,000.00
101013	12/1/2030	UBS	HIDALGO COUNTY TEX TAX		429343BT3	500,000.00		0.00	500,000.00
201102	12/1/2030	UBS	XENIA OH COMM SCHOOL		984071CC2	720,000.00		0.00	720,000.00
200417	9/1/2031	UBS	CITY OF NORFOLK VA TAX		655867G94	220,000.00		0.00	220,000.00
201221	10/01/26	UBS	LANCASTER OH SCHOOL DIST		514264FGO	1,675,000.00		0.00	1,675,000.00
201218	12/18/2024	UBS	CD-TEXAS EXCHANGE		88241TJQ4	248,000.00		0.00	248,000.00
						-			60,028,480.51
TOTAL INVESTMENTS						71,817,760.66	7,490,668.35	9,389,948.50	69,918,480.51
Unamortized Premiums						1,751,676.99	4,554.10		1,756,231.09
Unamortized Discounts						(4,291,366.40)	(43,303.60)		(4,334,670.00)
BOW						9,361,050.93	17,171,280.11	22,001,547.12	4,530,783.92
Money Market Accounts						15,909,640.01	24,855.39		15,934,495.40
Net Cash and Investments						94,548,762.19	24,648,054.35	31,391,495.62	87,805,320.92

**CC Regular Session**

**5.3.**

**Meeting Date:** 07/26/2022

**Submitted For:** Sean Sullivan, Community Development

**By:** Wendy Schlueter, Community Development

**Information**

**Title**

Approve Business Licenses

**Purpose/Background:**

The purpose of this case is to obtain City Council approval of business license requests (not including Rental or BRC).

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

**Recommendation:**

Staff recommends approval of business license applications contingent upon completion and approval of background checks or review by required city departments.

**Action:**

Motion to approve the attached business license applications contingent upon completion and approval of background checks or review by required city departments.

**Attachments**

Business License Applications

**Form Review**

**Inbox**

Sean Sullivan

Brian Hagen

Form Started By: Wendy Schlueter

Final Approval Date: 07/21/2022

**Reviewed By**

Sean Sullivan

Brian Hagen

**Date**

07/21/2022 11:22 AM

07/21/2022 01:44 PM

Started On: 07/18/2022 02:31 PM

Report Name: License Report - License Types

Council Dates: 7/26/2022 to 7/26/2022

Status: Active, Inactive

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

# City of Ramsey License Report - License Types

Printed: 7/21/2022

Page: 1

<u>Company</u>	<u>Applicant</u>	<u>Location</u>	<u>Complex</u>	<u>Exp. Date</u>	<u>Council Date</u>	<u>Status</u>
<b>Temporary Intoxicating</b>						
Alloy Brewing Co	Robert Falink	8310 147th La NW	Adrenaline Sports C	9/2/2022	7/26/2022	A
<b>Temporary Intoxicating License Count: 1</b>						
<b>Transient Merchant/Peddler/Solicitor</b>						
G-Spot L.L.C.	Ginger Fredrickson	15221 Fluorine St NW		12/31/2022	7/26/2022	A

**Transient Merchant/Peddler/Solicitor License Count: 1**

**Total Licenses: 2**

**CC Regular Session**

**5. 4.**

**Meeting Date:** 07/26/2022

**By:** Nicole Laubach, Community  
Development

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**Information**

**Title**

Approve Rental Licenses

**Purpose/Background:**

Purpose: The purpose of this case is to approve rental license requests for 2022.

Background: Detached Single-Family Homes and Attached Single-Family Homes (townhomes, duplexes, etc.) are required to obtain a license (registration), but are not subject to inspections (unless the City has sufficient evidence of a violation of City Code).

Multi-Family Units (apartments, condos, etc.) are subject to the license and inspection program as required by code.

License application requests are attached for Council approval.

**Recommendation:**

Staff recommends approval of license applications.

**Action:**

Motion to approve rental license applications.

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**Attachments**

Rental License

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**Form Review**

**Inbox**

Brian Hagen

Form Started By: Nicole Laubach

Final Approval Date: 07/21/2022

**Reviewed By**

Brian Hagen

**Date**

07/21/2022 08:50 AM

Started On: 07/19/2022 11:19 AM

Report Name: License Report - License Types  
Council Dates: 7/26/2022 to 7/26/2022  
Status: Active, Inactive  
License Type(s): Rental, Multi-Family Rental

# City of Ramsey

## License Report - License Types

Printed: 7/19/2022  
Page: 1

<u>Company</u>	<u>Applicant</u>	<u>Location</u>	<u>Complex</u>	<u>Exp. Date</u>	<u>Council Date</u>	<u>Status</u>
Rental						
HPA US1, LLC		15210 Salish St NW		7/22/2025	7/26/2022	A

**Rental License Count: 1**

**Total Licenses: 1**

Meeting Date: 07/26/2022

By: Colleen Lasher, Administrative Services

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**Information**

**Title**

Authorization to Hire an Accounting Clerk

**Purpose/Background:**

The purpose of this case is for the City Council to authorize hiring a full-time Accounting Clerk.

This is not a new position, but rather a replacement for the former Accounting Clerk who was promoted to Accountant I following a reorganization in the Finance Department. That reorganization was approved by the City Council on June 14, 2022; see attachment for more information.

Recruitment Process for the Accounting Clerk

In order to fill the position, a recruitment process was conducted. Staff interviewed many candidates, including Ms. Chanda Stephan, who was selected to advance in the recruitment process. Ms. Stephan completed the necessary pre-employment background checks and staff recommends Ms. Stephan for the full-time regular position of Accounting Clerk. Ms. Stephan will be subject to a 6-month probationary period, the City's Personnel Policy and AFSCME union contract.

Accounting Clerk Position Responsibilities

1. Verify, code and enter accounts payable invoices and support documentation
2. Verify, code and enter accounts receivable invoices
3. Review cash receipts and permit software upload preparation
4. Process Comdata transfer account information, prepare statements and process payment
5. Compile financial reporting information
6. Perform general accounting, administrative activities and other duties as assigned
7. Maintain records for A/P, A/R and cash receipts according to the applicable retention schedule
8. Promote good relations amongst staff and public
9. Serve as back-up for processing bi-weekly payroll

**Funding Source:**

The funding required to fill this position is included in the approved 2022 budget and represents a savings when compared to the current budgeted amount for this position.

**Recommendation:**

Staff recommends hiring Ms. Chanda Stephan as a full-time Accounting Clerk, effective on or near August 1, 2022 at \$23.262 per hour, which is step 1 of the 2022 Accounting Clerk wage scale.

**Action:**

Motion to hire Ms. Chanda Stephan as a full-time Accounting Clerk, effective on or near August 1, 2022 at \$23.262 per hour, which is step 1 of the 2022 Accounting Clerk wage scale.

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**Attachments**

06-14-22 Reorganization

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**Form Review**

**Inbox**

Diana Lund

Brian Hagen

Form Started By: Colleen Lasher

Final Approval Date: 07/21/2022

**Reviewed By**

Diana Lund

Brian Hagen

**Date**

07/21/2022 09:56 AM

07/21/2022 01:47 PM

Started On: 07/19/2022 11:56 AM

Meeting Date: 06/14/2022

By: Colleen Lasher, Administrative Services

**Information**

**Title**

Authorization Approving a Reorganization of the Finance Department

**Purpose/Background:**

The purpose of this case is to seek City Council approval to reorganize the Finance Department.

The City's current Assistant Finance Director, Angie McIntire, submitted a letter of resignation stating her last day with the City will be Friday, June 17, 2022. As a result of Ms. McIntire's resignation, staff recommends reorganizing the Department to eliminate the Accountant III position and add an Accountant I position, with the details as follows:

- 1) Promote Ms. Cindy Nelson, Accountant III to Assistant Finance Director, effective June 20, 2022, and
- 2) Promote Ms. Tammy Oakes, Accounting Clerk to Accountant I, effective June 20, 2022, and
- 3) Recruit for a new Accounting Clerk to replace Ms. Oakes' former position.

The above actions are recommended by the Finance Director and the Administrator Services Director as positive opportunities to grow and retain well trained and dedicated staff. It should be noted that rather than Ms. Oakes being promoted to an Accountant III position (Cindy Nelson's current title) she is recommended for promotion to an Accountant I position, which will backfill much of Ms. Nelson's role, but allow Ms. Oakes time to grow into her new role.

The pay scales for both promotions are attached.

**Funding Source:**

There is no additional funding required for this action; the above listed promotions represent a savings of \$35,535 in the Finance Department.

**Recommendation:**

Staff recommends the following actions:

- 1) Promote Ms. Cindy Nelson, Accountant III to Assistant Finance Director, effective June 20, 2022, and
- 2) Promote Ms. Tammy Oakes, Accounting Clerk to Accountant I, effective June 20, 2022, and
- 3) Recruit for a new Accounting Clerk to replace Ms. Oakes' former position.

**Action:**

Motion to approve the following actions:

- 1) Promote Ms. Cindy Nelson, Accountant III to Assistant Finance Director, effective June 20, 2022, and
- 2) Promote Ms. Tammy Oakes, Accounting Clerk to Accountant I, effective June 20, 2022, and
- 3) Recruit for a new Accounting Clerk to replace Ms. Oakes' former position.

**Attachments**

Pay Scales

Meeting Date: 07/26/2022

By: Colleen Lasher, Administrative  
Services

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### Information

**Title:**

Authorization to Hire Building Inspectors / Plans Examiners

**Purpose/Background:**

The purpose of this case is to authorize hiring Building Inspectors / Plans Examiners in the Community Development Department.

Background: The City's Building Division currently consists of a Building Official, one Building Inspector, contracted inspections and administrative support. However, the Building Inspector, Mr. David Rankin recently resigned, creating one vacancy.

With regard to the contracted inspections, the City Council may recall that staff received City Council approval to recruit for a second Building Inspector. Staff conducted a recruitment in February 2022, but that recruitment did not produce a strong enough applicant pool. It was determined at that time to wait a few months and try again later.

With Mr. Rankin's resignation, a recruitment was conducted with much better results. At this time, staff is recommending two candidates for the position of Building Inspector/Plans Examiner (one to replace Mr. Rankin and one that was not hired in the earlier recruitment). Note that the title of Building Inspector/Plans Examiner is an updated title, but does not change the duties or the pay when compared to the title of Building Inspector.

Staff interviewed many candidates, including Ms. Trisha Lindahl and Mr. Thomas Knight, both were selected to advance in the recruitment process. Both candidates are in the process of completing the necessary pre-employment background checks and staff recommends hiring them as full-time City Building Inspectors/Plans Examiners. At the time of this writing, final pre-employment testing results are pending. In the event that the results of said testing are not satisfactory, this case will be modified accordingly prior to adoption. Both candidates will be subject to a 6-month probationary period, the City's Personnel Policy and AFSCME union contract.

The primary objective of this position is to assist the Building Official in ensuring that all new and existing residential and commercial/industrial development in the City complies with all applicable portions of the Minnesota Building Codes and applicable City Codes. This includes, but is not limited to the following duties:

- Assist the Building Official with the review of building, sewer/septic, mechanical and plumbing permits
- Conduct inspections to ensure applicable code compliance for all new and existing structures
- Collect, record and maintain plan review and inspection records as needed
- Perform administrative code compliance activities with direction from the Building Official
- Perform a wide range of tasks at the verbal or written direction (within the ability and resources of the Building Inspector/Plans Examiner) of the Building Official or Community Development Director or their designee

The City will continue to use a balance of in-house Building Inspectors hired directly by the City and contracted services for overflow inspections, as needed. The two candidates being presented for hire will need training before becoming proficient in commercial inspections and septic system inspections.

**Funding Source:**

The funding for this change is estimated to be \$22,791.

**Recommendation:**

To hire Hire Ms. Trisha Lindahl, effective on or near August 15, 2022 at \$34.752 per hour, which is Step 2 of the 2022 pay scale with a credit of one vacation day and to hire Mr. Thomas Knight, effective on or near August 22, 2022 at \$39.717 per hour, which is step 5 of the 2022 pay scale.

**Outcome/Action:**

Motion to hire Hire Ms. Trisha Lindahl, effective on or near August 15, 2022 at \$34.752 per hour, which is Step 2 of the 2022 pay scale with a credit of one vacation day and to hire Mr. Thomas Knight, effective on or near August 22, 2022 at \$39.717 per hour, which is step 5 of the 2022 pay scale.

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**Attachments**

*No file(s) attached.*

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**Form Review**

**Inbox**

Brian Hagen

Form Started By: Colleen Lasher

Final Approval Date: 07/21/2022

**Reviewed By**

Brian Hagen

**Date**

07/21/2022 02:03 PM

Started On: 07/21/2022 11:01 AM

**CC Regular Session**

**5.7.**

**Meeting Date:** 07/26/2022

**By:** Tammy Oakes, Finance

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**Information**

**Title**

Adopt Resolution #22-168 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 7, 2022, through July 20, 2022

**Purpose/Background:**

Adopt Resolution #22-168 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 7, 2022, through July 20, 2022

**Recommendation:**

Staff Recommends to Adopt Resolution #22-168 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 7, 2022, through July 20, 2022

**Action:**

Motion to Adopt Resolution #22-168 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 7, 2022, through July 20, 2022

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**Attachments**

Bills List 07/26/2022

Resolution 22-168

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**Form Review**

**Inbox**

Diana Lund

Brian Hagen

Form Started By: Tammy Oakes

Final Approval Date: 07/21/2022

**Reviewed By**

Diana Lund

Brian Hagen

**Date**

07/21/2022 09:55 AM

07/21/2022 01:57 PM

Started On: 07/20/2022 03:55 PM

<b>RAMSEY CITY COUNCIL MEETING</b>
<b>7.26.2022</b>
<b>BILLS LIST</b>

**DISBURSEMENTS TO BE APPROVED THIS MEETING:**

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Purchase Journal:	
Prepays 7.7.2022 - 7.20.2022	\$ 280,692.70
Accounts Payable 7.7.2022 - 7.20.2022	449,086.22
Payroll 7.8.2022	193,441.97
Debt Service	
Pay Estimates- Projects	708,182.76

<b>TOTAL SUBMITTED FOR APPROVAL THIS MEETING</b> (Invoices Available for Reviewal)	<b>\$ 1,631,403.65</b>
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**DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:**

	APPROVED PREVIOUS MTG	2022 Y.T.D.
PREPAIDS	\$ 412,716.97	\$ 5,389,132.80
PREPAID ADJUSTMENTS		
ACCOUNTS PAYABLE INVOICING		
BILLS LIST SUBMITTED	118,216.26	4,371,934.43
ADD (DELETE) BILLS LIST SUBMITTED		
NET PAYROLL TOTAL	224,323.60	2,703,024.82
CORRECTION TO PAYROLL		
DEBT SERVICE		329,263.06
CORRECTION TO DEBT SERVICE		
PAY ESTIMATE(S) - PROJECTS		2,283,498.92

<b>TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED</b>	<b>\$ 755,256.83</b>	<b>\$ 15,076,854.03</b>
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CITY OF RAMSEY  
 Council Check Register by GL  
 Council Check Register and Summary

7/7/2022 -- 12/31/2022

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
115235	7/7/2022		<b>100012 ACE SOLID WASTE INC</b>						
		37,205.04	JULY RECYCLING CHARGES		114079	7929240T067	9604.6489		OTHER CONTRACTED SI
		<u>37,205.04</u>							
115236	7/7/2022		<b>117919 CENTURY COLLEGE</b>						
		15,700.00	ACADEMY		114073	1015949	0220.6335		TRAINING
		<u>15,700.00</u>							
115237	7/7/2022		<b>119507 GAPINSKI, JILLENE</b>						
		100.00	6/26/22 CENTRAL PK DEP REFUND		114076	070522	9101.2201		DEPOSITS PAYABLE
		<u>100.00</u>							
115238	7/7/2022		<b>119497 GLOWING HEARTH &amp; HOME LLC</b>						
		25.00	REFUND DUP/CANCEL PERMIT		114074	062922B	9101.4205		BUILDING PERMIT
		1.00	REFUND DUP/CANCEL PERMIT		114074	062922B	9101.2081		SURCHARGES-PERMIT
		<u>26.00</u>							
115239	7/7/2022		<b>119506 JONES, DAVONTE</b>						
		100.00	6/18/22 ELMCREST DEP REFUND		114077	070122	9101.2201		DEPOSITS PAYABLE
		<u>100.00</u>							
115240	7/7/2022		<b>119508 KRAMER, CARLINE</b>						
		100.00	6/25/22 CENTRAL PK DEP REFUND		114075	070522A	9101.2201		DEPOSITS PAYABLE
		<u>100.00</u>							
115241	7/7/2022		<b>100881 KURAK, PATTIANN OR THOMAS</b>						
		14,500.00	RELEASE OF ESCROW #118890		114064	07072022	9804.6433		REFUNDS
		<u>14,500.00</u>							
115242	7/7/2022		<b>119502 NEXGEN EXTERIORS INC</b>						
		1.00	REFUND DUPLICATE PERMIT		114078	062922C	9101.2081		SURCHARGES-PERMIT
		80.00	REFUND DUPLICATE PERMIT		114078	062922C	9101.4205		BUILDING PERMIT
		<u>81.00</u>							
115282	7/14/2022		<b>100012 ACE SOLID WASTE INC</b>						
		131.44	REFUSE/RECYCLE		114107	7935387T067	0220.6374		REFUSE/RECYCLING
		81.18	WASTE SERVICES		114115	7929251T067	0311.6374		REFUSE/RECYCLING
		292.96	WASTE SERVICES		114115	7929251T067	0194.6374		REFUSE/RECYCLING
		625.23	WASTE SERVICES		114115	7929251T067	0452.6374		REFUSE/RECYCLING
		81.18	WASTE SERVICES		114115	7929251T067	9601.6374		REFUSE/RECYCLING
		81.18	WASTE SERVICES		114115	7929251T067	9602.6374		REFUSE/RECYCLING
		609.10	WASTE SERVICES		114115	7929251T067	9604.6249		MISCELLANEOUS OPER/
		81.18	WASTE SERVICES		114115	7929251T067	9605.6374		REFUSE/RECYCLING
		<u>1,983.45</u>							
115283	7/14/2022		<b>110734 CITY OF RAMSEY</b>						
		29.26	PASS THRU UB ACCT 637459890		114106	07142022	9601.4651		WATER REVENUE
		<u>29.26</u>							
115284	7/14/2022		<b>107724 COMCAST</b>						
		6.99	CABLE SERVICE		114119	877210504012970	0220.6489		OTHER CONTRACTED SI
						8 JUN 2022			
		<u>6.99</u>							
115285	7/14/2022		<b>100116 CONNEXUS ENERGY</b>						
		16,476.18	ELECTRIC FOR WATER UTILITY		114108	759126-303102	9601.6371		ELECTRIC UTILITIES

CITY OF RAMSEY  
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 Council Check Register and Summary

7/7/2022 - 12/31/2022

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
115285	7/14/2022		<b>100116 CONNEXUS ENERGY</b>						Continued.
						JUN 2022			
		997.03	ELECTRIC FOR SEWER UTILITY		114108	759126-303102	9602.6371		ELECTRIC UTILITIES
						JUN 2022			
		280.86	ELECTRIC FOR STORM UTILITY		114108	759126-303102	9603.6371		ELECTRIC UTILITIES
						JUN 2022			
		10,312.51	5/18-6/17/22 ELECTRIC USE		114109	759126-303101	9603.6371		ELECTRIC UTILITIES
						JUN 2022			
		616.06	5/18-6/17/22 ELECTRIC USE		114110	759126-303107	0220.6371		ELECTRIC UTILITIES
						JUN 2022			
		549.76	5/18-6/17/22 ELECTRIC USE		114110	759126-303107	0220.6371		ELECTRIC UTILITIES
						JUN 2022			
		12,564.14	5/18-6/17/22 ELECTRIC USE		114110	759126-303107	0194.6371		ELECTRIC UTILITIES
						JUN 2022			
		240.46	5/18-6/17/22 ELECTRIC USE		114110	759126-303107	0194.6371		ELECTRIC UTILITIES
						JUN 2022			
		63.94	5/18-6/17/22 ELECTRIC USE		114110	759126-303107	0194.6371		ELECTRIC UTILITIES
						JUN 2022			
		74.69	5/18-6/17/22 ELECTRIC USE		114110	759126-303107	9230.6371		ELECTRIC UTILITIES
						JUN 2022			
		3,031.42	5/18-6/17/22 ELECTRIC USE		114110	759126-303107	9240.6371		ELECTRIC UTILITIES
						JUN 2022			
		28.82	5/18-6/17/22 ELECTRIC USE		114110	759126-303107	9410.6371	00041018	ELECTRIC UTILITIES
						JUN 2022			
		383.90	5/18-6/17/22 ELECTRIC USE		114110	759126-303107	9410.6371	00041012	ELECTRIC UTILITIES
						JUN 2022			
		1,098.10	TRAFFIC SIGNALS		114111	759126-303100	0260.6371		ELECTRIC UTILITIES
						JUN 2022			
		85.00	SIREN ELECTRIC UTILITIES		114121	759126-303095	0250.6371		ELECTRIC UTILITIES
						JUN 2022			
		<u>46,802.87</u>							
115286	7/14/2022		<b>118840 MAGIC BOUNCE</b>						
		1,650.00	REMAINDER OF PAYMENT FOR SLIDE		114117	071122	0452.6489		OTHER CONTRACTED SI
		<u>1,650.00</u>							
115287	7/14/2022		<b>119463 MCFOA</b>						
		15.00	ADDITIONAL 2022 MEMBERSHIP FEE		114114	07/11/22	0130.6451		MEMBERSHIP DUES
		<u>15.00</u>							
115288	7/14/2022		<b>100345 NAPA AUTO PARTS ELK RIVER</b>						
		9.95	LAMP		114113	164556	0311.6257		OTHER VEHICLE PARTS
		26.04	FLUIDS		114116	167332	0311.6227		LUBRICANTS & ADDITIVE
		<u>5.66</u>	RESCUE BOAT PARTS		114120	167586	0220.6281		SMALL TOOLS & MINOR I
		41.65							
1003973	7/8/2022		<b>111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC</b>						
		47.95	7650 SUNWOOD MONITOR/FIRE PANE		114065	150-1681-4280	9240.6315		MISCELLANEOUS PROFE
						JUL 2022			
		27.95	6701 HWY 10 YF FIRE PANEL MONI		114066	150-1687-1105	9410.6315	00041012	MISCELLANEOUS PROFE
						JUL 2022			
		27.95	5650 ALPINE FIRE PANEL MONITOR		114067	150-1691-2206	0220.6489		OTHER CONTRACTED SI
						JUL 2022			
		268.90	CH DOOR RELEASE BUTTON REPAIR		114068	150-1693-4968	0194.6489		OTHER CONTRACTED SI
						JUL 2022			
		52.95	14199 JASPAR FIRE PANEL MON/TS		114069	150-1696-8702	0311.6489		OTHER CONTRACTED SI

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
1003973	7/8/2022		111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC						Continued.
						JUL 2022			
		35.90	14199 JASPAR MONITOR		114070	150-1697-0601	0311.6489		OTHER CONTRACTED SI
						JUL 2022			
		27.95	JUNE PD SECURITY		114071	150-1682-6501	0211.6489		OTHER CONTRACTED SI
						JULY 2022			
		27.95	FIRE PANEL MONITORING		114072	150-1681-6340	0194.6489		OTHER CONTRACTED SI
						JULY 2022			
		517.50							
1004007	7/15/2022		104027 INK WIZARDS INC						
		554.00	UNIFORM		114122	7628	0220.6231		UNIFORMS & TURN-OUT
		554.00							
1004008	7/15/2022		100283 MENARDS COON RAPIDS						
		135.92	MOP HANDLE, WIRING SUPPLIES,		114123	73895	0220.6249		MISCELLANEOUS OPER/
		135.92							
1004009	7/15/2022		100988 NORTHERN SAFETY TECHNOLOGY						
		259.26	STROBES		114112	54000	9601.6257		OTHER VEHICLE PARTS
		259.26							
1004010	7/15/2022		100510 VERIZON WIRELESS						
		1,319.53	PD STAFF CELL PHONES		114118	9910128060	0192.6323		CELLULAR PHONES
		498.13	SQUAD, DTF, CELL CAM		114118	9910128060	0211.6415		OTHER EQUIPMENT REN
		1,817.66							
97070822	7/8/2022		118579 ND CHILD SUPPORT DIVISION						
		287.08			114085	07072212024514	9101.2185		GARNISHMENTS/SUPPO
		287.08							
98070822	7/8/2022		115568 ALERUS FINANCIAL NA						
		5,272.99			114084	07072212024513	9101.2176		LIFE/HEALTH-EMPLOYEE
		5,272.99							
99070822	7/8/2022		107962 TOTAL ADMINISTRATIVE SERVICE CORP						
		1,227.00			114081	07072212024510	9101.2176		LIFE/HEALTH-EMPLOYEE
		1,227.00							
99071522	7/15/2022		108768 COMDATA NETWORK INC						
		759.99	NEWEGG BUS-PC FOR IT SEC ADMIN		114180	JUN 2022	0192.6281		SMALL TOOLS & MINOR I
						FREDRICKSON			
		1,799.70	VARIDESK-SIT/STAND RISERS&ARMS		114180	JUN 2022	0192.6281		SMALL TOOLS & MINOR I
						FREDRICKSON			
		1,417.50	VARIDESK- SIT/STAND RISERS		114180	JUN 2022	0192.6281		SMALL TOOLS & MINOR I
						FREDRICKSON			
		119.70	VARIDESK-SALES TAX REFUNDED		114180	JUN 2022	0192.6281		SMALL TOOLS & MINOR I
						FREDRICKSON			
		39.90	VARIDESK-SALES TAX REFUNDED		114180	JUN 2022	0192.6281		SMALL TOOLS & MINOR I
						FREDRICKSON			
		172.26	GASOLINE		114181	JUN 2022 FIRE	0220.6223		GASOLINE
						FUEL			
		116.65	DTF VEHICLE GASOLINE		114182	JUN 2022 PD	0211.6223		GASOLINE
						FUEL			
		75.00	BCA TRAINING- HESS DMT RECERT		114183	JUN 2022	0211.6335		TRAINING
						FRANKFURTH			

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99071522	7/15/2022		108768 COMDATA NETWORK INC						Continued.
		75.00	TLO TRANST-ONLINE INVSTG TOOL		114183	JUN 2022	0211.6315		MISCELLANEOUS PROFE
						FRANKFURTH			
		28.70	AMAZON-MISC TOOL BRACKET		114184	JUN 2022 KOHNER	0220.6281		SMALL TOOLS & MINOR I
		119.94	AMAZON-MISC TOOL BRACKET		114184	JUN 2022 KOHNER	0220.6281		SMALL TOOLS & MINOR I
		235.46	DOMINO'S-TRAINING BURN FOOD		114184	JUN 2022 KOHNER	0220.6249		MISCELLANEOUS OPER/
		23.96	COBORN- TRAINING BURN ICE		114184	JUN 2022 KOHNER	0220.6249		MISCELLANEOUS OPER/
		15.48	ALL PARTS-TOOL BRACKET FASTNR		114184	JUN 2022 KOHNER	0220.6281		SMALL TOOLS & MINOR I
		35.88	AMAZON-HVAC TABLETS		114184	JUN 2022 KOHNER	0220.6259		BUILDING MAINT/REPAIR
		46.98	COBORNS-SUPPLIES		114185	JUN 2022 LUND	0130.6249		MISCELLANEOUS OPER/
		530.00	GOV FINANCE-GFOA CERT REVIEW		114185	JUN 2022 LUND	0153.6302		AUDITING & ACCOUNTIN
		311.52	HAMPTON-SEPTIC TRAIN LODGING		114186	JUN 2022	0240.6331		TRAVEL & LODGING
						SZYKULSKI			
		308.78	MAMA DELUCAS PIZZERIA-SAFETY C		114187	JUN 2022 BLUML	0237.6249		MISCELLANEOUS OPER/
		47.92	BILLS SUPERETTE - ICE		114187	JUN 2022 BLUML	0237.6249		MISCELLANEOUS OPER/
		541.66	WM SUPERCENTER - SAFETY CAMP		114187	JUN 2022 BLUML	0237.6249		MISCELLANEOUS OPER/
		123.20	COBORNS - SAFETY CAMP		114187	JUN 2022 BLUML	0237.6249		MISCELLANEOUS OPER/
		248.09	COBORNS - SAFETY CAMP		114187	JUN 2022 BLUML	0237.6249		MISCELLANEOUS OPER/
		75.00	DUNN BROTHERS - SAFETY C COFFE		114187	JUN 2022 BLUML	0237.6249		MISCELLANEOUS OPER/
		64.19	COBORNS 06/28/22 CC MEALS		114188	JUN 2022	0111.6249		MISCELLANEOUS OPER/
						SCHMITZ			
		69.40	COBORNS 06/14/22 CC MEALS		114188	JUN 2022	0111.6249		MISCELLANEOUS OPER/
						SCHMITZ			
		275.00	BCA TRAINING EDUCATION-JT		114189	JUN 2022	0211.6335		TRAINING
						TORSETH			
		275.00	BCA TRAINING EDUCATION-ES		114189	JUN 2022	0211.6335		TRAINING
						TORSETH			
		1,205.92	TRANE SUPPLY- BLOWER COIL P2		114190	JUN 2022 NELSON	9601.6381		BUILDING & STRUCTURE
		489.56	HOME DEPOT-TOOLS/PLUMB SUPP		114190	JUN 2022 NELSON	9601.6281		SMALL TOOLS & MINOR I
		269.00	LOCKSMITH SERV-EMLD POND R/R L		114191	JUN 2022 BERGE	0452.6381		BUILDING & STRUCTURE
		79.54	HIRSHFIELD- CNTRL PARK PAINT		114191	JUN 2022 BERGE	0452.6381		BUILDING & STRUCTURE
		21.23	AMAZON-GAGA BALLS/PUMP		114192	JUN 2022 RIEMER	0452.6249		MISCELLANEOUS OPER/
		39.05	AMAZON-BLANK YARD SIGNS		114192	JUN 2022 RIEMER	0452.6249		MISCELLANEOUS OPER/
		119.95	AMAZON-DEEP IMPACT SOCKET		114192	JUN 2022 RIEMER	0311.6281		SMALL TOOLS & MINOR I
		53.87	MENARDS-GRINDER/METAL CUT-OFF		114192	JUN 2022 RIEMER	0311.6281		SMALL TOOLS & MINOR I
		39.99	AMAZON-PICKLE BALL		114192	JUN 2022 RIEMER	0452.6249		MISCELLANEOUS OPER/
		74.99	TRACTOR SUPPLY-SPRAYER PUMP		114192	JUN 2022 RIEMER	0452.6382		MACHINERY & EQUIPMEI
		27.99	AMAZON-OIL CHANGE STICKERS		114192	JUN 2022 RIEMER	0311.6249		MISCELLANEOUS OPER/
		384.00	SURVEY MONKEY ANNL FEE		114193	JUN 2022 LASHER	0130.6315		MISCELLANEOUS PROFE
		235.68	FEDEX-ELECTION MAPS		114193	JUN 2022 LASHER	0141.6249		MISCELLANEOUS OPER/
		122.50	BOARD AELSLAG-PE LIC RENWL LEN		114194	JUN 2022 WESTBY	0301.6451		MEMBERSHIP DUES
		122.50	BOARD AELSLAG-PE LIC RENWL-BW		114194	JUN 2022 WESTBY	0301.6451		MEMBERSHIP DUES
		60.00	COBORN'S - CAR SHOW		114195	JUN 2022	0452.6249		MISCELLANEOUS OPER/
						RIVERBLOOD			
		15.48	AMAZON-BOAT NAV LIGHT/SHIPPING		114196	JUN 2022	0220.6257		OTHER VEHICLE PARTS
						SCHIFERLI			
		20.00	LION- TOOL REFUND		114196	JUN 2022	0220.6281		SMALL TOOLS & MINOR I
						SCHIFERLI			
		10,973.91							
99071922	7/19/2022		100629 MN DEPT OF REV SALES TX						
		59.85	RENTAL FEES/TRANS TAX		114261	07192022	9101.4305		RENTAL FEES
		2.53	JUNE 2022 SALES, TRANSIT, USE		114261	07192022	9101.4328		ACCIDENT REPORTS
		.67	JUNE 2022 SALES, TRANSIT, USE		114261	07192022	9101.4609		OTHER MISCELLANEOUS
		97.95	JUNE 2022 SALES, TRANSIT, USE		114261	07192022	9601.2082		SALES/USE TAX PAYABL
		161.00							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99071922	7/19/2022		100629 MN DEPT OF REV SALES TX						Continued.
99469280	7/8/2022		100601 MN DEPT OF REV WH						
		12,119.91			114090	0707221202456	9101.2172		STATE WITHHOLDING
		<u>12,119.91</u>							
99530632	7/8/2022		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		10,400.68			114082	07072212024511	9101.2175		DEFERRED COMPENSAT
		<u>10,400.68</u>							
99532271	7/8/2022		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		3,780.27			114083	07072212024512	9101.2176		LIFE/HEALTH-EMPLOYEE
		<u>3,780.27</u>							
99659466	7/8/2022		100398 PUBLIC EMPLOYEES RETIREMENT ASSN						
		24,541.42			114088	0707221202454	9101.2174		PERA-EMPLOYEE
		32,952.02			114089	0707221202455	9101.2183		PERA-EMPLOYER
		<u>57,493.44</u>							
99777710	7/8/2022		100223 ICMA RETIREMENT TRUST 457						
		1,668.00			114080	0707221202451	9101.2175		DEFERRED COMPENSAT
		<u>1,668.00</u>							
99785616	7/8/2022		101306 IRS						
		25,290.46			114091	0707221202457	9101.2171		FEDERAL WITHHOLDING
		15,196.18			114092	0707221202458	9101.2173		FICA & MEDICARE-EMPL
		15,196.18			114093	0707221202459	9101.2182		FICA & MEDICARE-EMPL
		<u>55,682.82</u>							
		<u>280,692.70</u>	Grand Total						

Payment Instrument Totals

Checks	118,341.26
EFT Payments	159,067.10
A/P ACH Payment	<u>3,284.34</u>
Total Payments	280,692.70

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CITY OF RAMSEY  
Create Payment Control Groups

Payment Group Control Number 3445  
 Bank Account 999.1010 CASH IN BANK 00002224  
 Version LOGIS004V  
 Originator TOAKES  
 Payment Instrument Check Payment  
 Pay Through Date 12/31/2022

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
119144	ADVANCED ENGINEERING AND ENV SERV (AE2S)	PROJECT P05434-2020-002	PV 114259 001 00999	7/12/2022	81760	126,808.00
	ADVANCED ENGINEERING AND ENV SERV (AE2S) SUITE 200 4050 GARDEN VIEW DRIVE GRAND FORKS ND 58201				Summary Total	126,808.00
					Payment Amount	126,808.00
119503	AE HEATING AND AIR CONDITIONING INC	REFUND DUPLICATE PERMIT	PV 114094 001 00999	6/29/2022	062922	26.00
	AE HEATING AND AIR CONDITIONING INC 7174 HIGHWAY 95 NW PRINCETON MN 55371				Summary Total	26.00
					Payment Amount	26.00
102953	AMERIGAS OF ANOKA	ACCT 201398670	PV 114233 001 00999	6/30/2022	805419324	36.95
	AMERIGAS OF ANOKA P O BOX 660288 DALLAS TX 75266-0288				Summary Total	36.95
					Payment Amount	36.95
100058	ANOKA RAMSEY FARM AND GARDEN		PV 114253 001 00999	7/13/2022	07132022	96.00
	ANOKA RAMSEY FARM AND GARDEN 7435 HIGHWAY 10 RAMSEY MN 55303				Summary Total	96.00
					Payment Amount	96.00
100063	ASPEN MILLS	55303RPD	PV 114099 001 00999	7/1/2022	296477	340.65
	ASPEN MILLS 8201 C CENTRAL AVE NE	55303RPD	PV 114100 001 00999	7/5/2022	296547	46.00
	SPRING LAKE PARK MN 55432	55303RFD	PV 114204 001 00999	7/5/2022	296561	159.98
		55303RPD	PV 114213 001 00999	7/11/2022	296836	169.85
					Summary Total	169.85
					Payment Amount	716.48
117516	BEST OUTDOOR SERVICES	MULCH BEDS	PV 114197 001 00999	6/29/2022	#2106	915.20



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Payment Group Control Number 3445  
 Bank Account 999.1010 CASH IN BANK 00002224  
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 Payment Instrument Check Payment  
 Pay Through Date 12/31/2022

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	RAMSEY MN 55303								
								Payment Amount	200.00
107691	DEPT EMPLOYMENT AND ECONOMIC DEVELOPMENT	EMPL ACCT 07982002	PV	114211	001	00999	7/8/2022	07982002 JUL 2022	53.98
	DEPT EMPLOYMENT AND ECONOMIC DEVELOPMENT ATTN: EMPLOYER PAYMENTS: MN UI PO BOX 4629 SAINT PAUL MN 55101-4629							Summary Total	53.98
								Payment Amount	53.98
118771	DONE RITE DETAILING	RAMSEY PUBLIC WORKS	PV	114212	001	00999	7/5/2022	07052022	175.00
	DONE RITE DETAILING 10751 KEY CIRCLE NW COON RAPIDS MN 55433							Summary Total	175.00
								Payment Amount	175.00
111093	DOUGLAS KERR UNDERGROUND LLC	22-05 PAY APP 3 RVRDL TRUNK UT	PV	114262	001	09437	7/26/2022	07262022	700,002.20
	DOUGLAS KERR UNDERGROUND LLC P O BOX 85 MORA MN 55051							Summary Total	700,002.20
								Payment Amount	700,002.20
106624	EHLERS AND ASSOCIATES, INC	9230.6315	PV	114216	001	00999	7/11/2022	91141	206.25
	EHLERS & ASSOCIATES, INC 3060 CENTRE POINTE DRIVE ROSEVILLE MN 55113-1105							Summary Total	206.25
								Payment Amount	206.25
100169	EMERGENCY APPARATUS MAINTENANCE INC		PV	114151	001	00999	6/30/2022	124099	267.29
	EMERGENCY APPARATUS MAINTENANCE INC 7512 4TH AVENUE							Summary Total	267.29
	LINO LAKES MN 55014		PV	114152	001	00999	6/30/2022	124100	928.26
								Summary Total	928.26
								Payment Amount	1,195.55
100143	FERGUSON WATERWORKS #	CUST 24740	PV	114137	001	00999	6/28/2022	0493866	291.46

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CITY OF RAMSEY  
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Payment Group Control Number 3445  
 Bank Account 999.1010 CASH IN BANK 00002224  
 Version LOGIS004V  
 Originator TOAKES  
 Payment Instrument Check Payment  
 Pay Through Date 12/31/2022

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
2518	FERGUSON WATERWORKS 2516 P O BOX 802817 CHICAGO IL 60680-2817					Summary Total 291.46 Payment Amount 291.46
119521	GENERAL RAILROAD SPECIALIST DBA MEISTER-		PV 114218 001 00999	7/13/2022	4000	8,500.00 Summary Total 8,500.00 Payment Amount 8,500.00
	MEISTER-PLASHA EXCAVATION 541 ANDOVER BOULEVARD NW ANDOVER MN 55304					
119522	GORDY, SHAWN	WATER EFFICIENCY REBATE	PV 114239 001 00999	7/18/2022	071822	200.00 Summary Total 200.00 Payment Amount 200.00
	SHAWN GORDY 5961 144TH CIRCLE NW RAMSEY MN 55303					
117451	INKY ELF LLC		PV 114158 001 00999	7/8/2022	10297	182.80 Summary Total 182.80 Payment Amount 182.80
	INKY ELF LLC P O BOX 819 ANOKA MN 55303					
106324	INSPECTRON INC		PV 114221 001 00999	7/6/2022	2022-335	8,375.00 Summary Total 8,375.00 Payment Amount 8,375.00
	INSPECTRON INC CODE COMPLIANCE INSPECTIONS 15120 CHIPPENDALE AVE SUITE 202 ROSEMOUNT MN 55068					
106258	ISANTI RENTAL		PV 114232 001 00999	6/17/2022	1-595875	2,071.36 Summary Total 2,071.36 Payment Amount 2,071.36
	ISANTI RENTAL 421 W DUAL BLVD ISANTI MN 55040					

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CITY OF RAMSEY  
Create Payment Control Groups

Payment Group Control Number 3445  
 Bank Account 999.1010 CASH IN BANK 00002224  
 Version LOGIS004V  
 Originator TOAKES  
 Payment Instrument Check Payment  
 Pay Through Date 12/31/2022

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
107440	JEFF STEIN DBA STEIN TOOLS, LLC		PV	114140	001	00999	6/28/2022	06282268133	175.00
	JEFF STEIN 670 BENTON STREET ANOKA MN 55303								Summary Total 175.00
									Payment Amount 175.00
100256	LANO EQUIPMENT INC		PV	114249	001	00999	7/13/2022	02-925351	57.62
	LANO EQUIPMENT INC 6140 HIGHWAY 10 NW ANOKA MN 55303								Summary Total 57.62
									Payment Amount 57.62
100259	LEAGUE OF MN CITIES INS TRUST	LMC GL 000000220549	PV	114127	001	00999	7/4/2022	7361	1,307.17
	LEAGUE OF MN CITIES INS TRUST C/O BERKLEY RISK SERVICES INC P O BOX 581517 MINNEAPOLIS MN 55458-1517								Summary Total 1,307.17
									Payment Amount 1,307.17
117918	MACQUEEN EMERGENCY		PV	114226	001	00999	7/11/2022	P02855	11,165.74
	MACQUEEN EMERGENCY 1125 7TH STREET E ST PAUL MN 55106								Summary Total 11,165.74
									Payment Amount 11,165.74
117588	MEDART INC		PV	114251	001	00999	7/11/2022	08373796	227.24
	MEDART INC 124 MANUFACTURERS DRIVE ARNOLD MO 63010-4727								Summary Total 227.24
			PV	114255	001	00999	7/11/2022	08373803	55.21
									Summary Total 55.21
			PV	114256	001	00999	7/12/2022	08374692	78.75
									Summary Total 78.75
									Payment Amount 361.20
108201	METRO TENT RENTAL	TENT RENTAL FOR ART FAIR	PV	114125	001	00999	7/11/2022	071122	304.75
	METRO TENT RENTAL								Summary Total 304.75



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CITY OF RAMSEY  
Create Payment Control Groups

Payment Group Control Number 3445  
 Bank Account 999,1010 CASH IN BANK 00002224  
 Version LOGIS004V  
 Originator TOAKES  
 Payment Instrument Check Payment  
 Pay Through Date 12/31/2022

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number	Item Itm	Co	Due Date	Invoice Number	Payment Amount
112959	PREMIUM WATERS INC	ACCT 621332	PV 114154	001	00999	6/30/2022	621332-06-22	65.29
	PREMIUM WATERS INC						Summary Total	65.29
	P O BOX 9128	ACCT 621331	PV 114155	001	00999	6/30/2022	621331-06-22	61.79
	MINNEAPOLIS MN 55480-9128						Summary Total	61.79
							Payment Amount	127.08
116043	SAFETY SIGNS LLC		PV 114236	001	00999	7/6/2022	0130106-IN	1,460.95
	SAFETY SIGNS LLC						Summary Total	1,460.95
	19784 KENRICK AVENUE							
	LAKEVILLE MN 55044						Payment Amount	1,460.95
118921	SHRED RIGHT		PV 114101	001	00999	6/23/2022	577936	15.00
	SHRED RIGHT						Summary Total	15.00
	6301 WEST OLD SHAKOPEE ROAD							
	BLOOMINGTON MN 55438						Payment Amount	15.00
108522	TOTAL CONTROL SYSTEMS, INC	PROJECT 202254	PV 114136	001	00999	6/28/2022	10223	8,018.98
	TOTAL CONTROL SYSTEMS, INC						Summary Total	8,018.98
	P O BOX 40							
	STANCHFIELD MN 55080						Payment Amount	8,018.98
100529	WENDELL'S INC		PV 114162	001	00999	7/8/2022	2707273	32.59
	WENDELL'S INC						Summary Total	32.59
	6601 BUNKER LAKE BLVD							
	PO BOX 458							
	RAMSEY MN 55303-0458						Payment Amount	32.59
Total Amount to be Processed								976,963.09
Total Number of Payments to be Processed								38

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CITY OF RAMSEY  
Create Payment Control Groups

Payment Group Control Number 3446  
 Bank Account 999.1010 CASH IN BANK 00002224  
 Version LOGIS004V  
 Originator TOAKES  
 Payment Instrument T A/P ACH Payment  
 Pay Through Date 12/31/2022

Payee Number Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
117651 ACCESS MECHANICAL INC		PV 114102 001 00999	7/4/2022	022321-1347	1,500.00
ACCESS MECHANICAL INC 15901 FOX STREET NW ANDOVER MN 55304				Summary Total	1,500.00
				Payment Amount	1,500.00
100011 ACE SALES		PV 114202 001 00999	7/6/2022	2974	125.83
ACE SALES 17555 UNICORN STREET NW RAMSEY MN 55303				Summary Total	125.83
				Payment Amount	125.83
115149 ADVANCED FIRST AID INC		PV 114203 001 00999	7/11/2022	0722-426	174.00
ADVANCED FIRST AID INC 9724 VALE STREET NW MINNEAPOLIS MN 55433				Summary Total	174.00
		PV 114257 001 00999	7/12/2022	0722-431	243.00
				Summary Total	243.00
				Payment Amount	417.00
117343 AMAZON CAPITAL SERVICES INC	ACCT A3VYUQ4FSATYMN	PV 114199 001 00999	7/11/2022	1F9D-KDFP-VFHH	110.98
AMAZON CAPITAL SERVICES INC PO BOX 035184 SEATTLE WA 98124-5184	ACCT A3VYUQ4FSATYMN			Summary Total	110.98
		PV 114200 001 00999	7/11/2022	1JFW-PJM7-TM7C	286.03
				Summary Total	286.03
				Payment Amount	397.01
100043 ANOKA COUNTY PROPERTY RECORDS TAXATION	Recording-City of Ramsey (534)	PV 114235 001 00999	6/30/2022	534 JUNE 2022	276.00
ANOKA COUNTY PROPERTY RECORDS TAXATION 2100 - 3RD AVENUE ANOKA MN 55303				Summary Total	276.00
				Payment Amount	276.00
101084 BATTERIES PLUS BULBS		PV 114097 001 00999	7/5/2022	P52938676	70.18
BATTERIES PLUS BULBS 138 SOUTH DALE MABRY HWY TAMPA FL 33609				Summary Total	70.18

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CITY OF RAMSEY  
Create Payment Control Groups

Payment Group Control Number 3446  
 Bank Account 999.1010 CASH IN BANK 00002224  
 Version LOGIS004V  
 Originator TOAKES  
 Payment Instrument T A/P ACH Payment  
 Pay Through Date 12/31/2022

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
						70.18
						Payment Amount
103641	BOYER TRUCKS		PV 114254 001 00999	7/14/2022	003P24040	202.39
	BOYER TRUCKS					Summary Total
	P O BOX 512					202.39
	ST MICHAEL MN 55376					
						Payment Amount
						202.39
116845	CADY BUSINESS TECHNOLOGIES INC		PV 114205 001 00999	7/2/2022	IN-800107282459	39.00
	CADY BUSINESS TECHNOLOGIES INC					Summary Total
	3030 HARBOR LANE SUITE 104					39.00
	PLYMOUTH MN 55447					
						Payment Amount
						39.00
111496	CENTRAL TURF AND IRRIGATION SUPPLY		PV 114103 001 00999	6/28/2022	6080006-00	571.50
	CENTRAL TURF AND IRRIGATION SUPPLY					Summary Total
	8 WILLIAMS STREET					571.50
	ELMSFORD NY 10523					
						Payment Amount
						571.50
116197	CINTAS CORPORATION	SHORT PAY TAX- PAYER 12455017	PV 114126 001 00999	7/8/2022	4124731786	44.27
	CINTAS CORPORATION					Summary Total
	CINTAS LOC #4K	PAYER# 12455483	PV 114156 001 00999	7/1/2022	4124093763	16.92
	P O BOX 650838					Summary Total
	DALLAS TX 75265-0838	SHORT PAY TAX- PAYER 12455483	PV 114157 001 00999	7/7/2022	4124554071	13.46
						Summary Total
		PAYER 12455017	PV 114206 001 00999	7/1/2022	4124094068	13.46
						33.06
						Summary Total
						33.06
						Payment Amount
						107.71
111818	DEANO'S COLLISION SPECIALISTS INC		PV 114208 001 00999	7/7/2022	58458	828.90
	DEANO'S COLLISION SPECIALISTS INC					Summary Total
	11063 173RD AVENUE					828.90
	ELK RIVER MN 55330					

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CITY OF RAMSEY  
Create Payment Control Groups

Payment Group Control Number 3446  
 Bank Account 999.1010 CASH IN BANK 00002224  
 Version LOGIS004V  
 Originator TOAKES  
 Payment Instrument T A/P ACH Payment  
 Pay Through Date 12/31/2022

Payee	Stub	Document	Due	Invoice	Payment				
Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount
Payment Amount									828.90
100144	DEHN OIL COMPANY		PV	114147	001	00999	6/30/2022	90150	4,255.00
Summary Total									4,255.00
	DEHN OIL COMPANY		PV	114209	001	00999	7/7/2022	90176	4,015.00
	6735 141ST AVENUE NW	ACCT 63040029							
Summary Total									4,015.00
	RAMSEY MN 55303		PV	114210	001	00999	7/7/2022	90177	5,145.00
		ACCT 63040029							
Summary Total									5,145.00
			PV	114250	001	00999	7/14/2022	90336	3,976.90
Summary Total									3,976.90
Payment Amount									17,391.90
117489	DISPLAY SALES COMPANY		PV	114243	001	00999	7/12/2022	INV-033009	313.00
Summary Total									313.00
	DISPLAY SALES COMPANY								
	SUITE 112								
	6300 W OLD SHAKOPEE ROAD								
	BLOOMINGTON MN 55438								
Payment Amount									313.00
116175	ECKBERG LAMMERS	Inv 06 2022	PV	114096	001	00999	6/30/2022	06 2022	6,080.20
	ATTORNEYS AT LAW								
Summary Total									6,080.20
	ECKBERG LAMMERS ATTORNEYS AT LAW								
	1809 NORTHWESTERN AVENUE								
	STILLWATER MN 55082								
Payment Amount									6,080.20
100158	ECM PUBLISHERS INC	ACCT 370702	PV	114142	001	00999	6/30/2022	900193	268.00
Summary Total									268.00
	ECM PUBLISHERS INC		PV	114143	001	00999	6/26/2022	899375	206.00
	4095 COON RAPIDS BLVD	ACCT 370702							
Summary Total									206.00
	COON RAPIDS MN 55433		PV	114150	001	00999	6/30/2022	900192	330.00
		ACCT 370702							
Summary Total									330.00
			PV	114214	001	00999	7/8/2022	901315	80.63
		ACCT 370702							
Summary Total									80.63
			PV	114215	001	00999	7/8/2022	901314	80.63
		ACCT 370702							
Summary Total									80.63
			PV	114237	001	00999	7/8/2022	901316	203.50
		ACCT 370702							
Summary Total									203.50

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CITY OF RAMSEY  
Create Payment Control Groups

Payment Group Control Number 3446  
 Bank Account 999.1010 CASH IN BANK 00002224  
 Version LOGIS004V  
 Originator TOAKES  
 Payment Instrument T A/P ACH Payment  
 Pay Through Date 12/31/2022

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount	
									Summary Total	203.50
		ACCT 370702	PV	114247	001	00999	7/8/2022	1240835		279.50
									Summary Total	279.50
		ACCT 370702	PV	114252	001	00999	7/10/2022	901562		260.75
									Summary Total	260.75
									Payment Amount	1,709.01
108737	EMERGENCY AUTOMOTIVE TECHNOLOGY INC		PV	114217	001	00999	7/7/2022	DL070722-22		122.70
	EMERGENCY AUTOMOTIVE TECHNOLOGY INC 2755 GENEVA AVE N OAKDALE MN 55128								Summary Total	122.70
									Payment Amount	122.70
113321	FACTORY MOTOR PARTS CO		PV	114241	001	00999	7/13/2022	128-145611		33.30
	FACTORY MOTOR PARTS CO BIN 139107 P O BOX 9107 MINNEAPOLIS MN 55480-9107								Summary Total	33.30
									Payment Amount	33.30
107737	FINANCE AND COMMERCE INC	ACCT 10038007	PV	114238	001	00999	7/8/2022	745469964		280.11
	FINANCE AND COMMERCE INC PO BOX 745929 ATLANTA GA 30374-5929	ACCT 10038007	PV	114248	001	00999	7/8/2022	745469970		188.07
									Summary Total	188.07
									Payment Amount	468.18
100186	FRANKENSIGNS INC		PV	114223	001	00999	7/14/2022	279066		135.00
	FRANKENSIGNS 9991 GOODHUE STREET NE P O BOX 490301 BLAINE MN 55449		PV	114224	001	00999	7/8/2022	279043		35.00
									Summary Total	35.00
									Payment Amount	170.00
100200	GOPHER STATE ONE CALL INC	ACCT MN00633	PV	114144	001	00999	6/30/2022	2060690		437.40
	GOPHER STATE ONE CALL								Summary Total	437.40



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CITY OF RAMSEY  
Create Payment Control Groups

Payment Group Control Number 3446  
 Bank Account 999.1010 CASH IN BANK 00002224  
 Version LOGIS004V  
 Originator TOAKES  
 Payment Instrument T A/P ACH Payment  
 Pay Through Date 12/31/2022

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount	
	5750 DULUTH STREET		PV	114153	001	00999	6/30/2022	52391	1,335.00	
	GOLDEN VALLEY MN 55422-4036		Summary Total							1,335.00
			PV	114222	001	00999	7/1/2022	52322	19,974.00	
			Summary Total							19,974.00
			Payment Amount							21,324.00
100283	MENARDS COON RAPIDS	ACCT 30280262	PV	114124	001	00999	6/24/2022	74887	396.44	
	MENARDS COON RAPIDS		Summary Total							396.44
	3045 MAIN STREET	ACCT 30280262	PV	114141	001	00999	6/29/2022	75170	28.50	
	COON RAPIDS MN 55433		Summary Total							28.50
		ACCT 30280262	PV	114242	001	00999	7/13/2022	76048	11.27	
			Summary Total							11.27
			Payment Amount							436.21
100284	MENARDS ELK RIVER	acct 31250289	PV	114135	001	00999	6/27/2022	55378	81.14	
	MENARDS ELK RIVER		Summary Total							81.14
	19521 EVANS STREET NW	acct 31250289	PV	114173	001	00999	7/6/2022	55926	84.97	
	ELK RIVER MN 55330-1077		Summary Total							84.97
			Payment Amount							166.11
100285	MET COUNCIL	CUST 5156	PV	114095	001	00999	7/6/2022	0001142682	82,457.59	
	ENVIRONMENTAL SRV		Summary Total							82,457.59
	MET COUNCIL ENVIRONMENTAL SRV		Payment Amount							82,457.59
	P O BOX 856513									
	MINNEAPOLIS MN 55485-6513									
100289	METRO SALES INC		PV	114172	001	00999	7/6/2022	INV2079460	1,607.42	
	METRO SALES INC		Summary Total							1,607.42
	ATTN: ACCOUNTS RECEIVABLE		Payment Amount							1,607.42
	250 N RIVER RIDGE CIRCLE SUITE 100									
	BURNSVILLE MN 55337									
115167	NET TRANSCRIPTS INC		PV	114145	001	00999	6/30/2022	#NT11494	107.59	
	NET TRANSCRIPTS INC		Summary Total							107.59
	PO BOX 95777									
	CHICAGO IL 60694-5777									

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CITY OF RAMSEY  
Create Payment Control Groups

Payment Group Control Number      3446  
 Bank Account                      999.1010                      CASH IN BANK                      00002224  
 Version                              LOGIS004V  
 Originator                          TOAKES  
 Payment Instrument              T                      A/P ACH Payment  
 Pay Through Date                12/31/2022

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
									107.59
101234	NORTH VALLEY, INC	21-10 FINAL PAY APP FIRE 1 PRK	PV	114263	001	09412	7/26/2022	07262022	8,180.56
	NORTH VALLEY, INC 20015 IGUANA STREET NW #100 NOWTHEN MN 55330								Summary Total 8,180.56
									Payment Amount 8,180.56
100363	NORTHERN SANITARY SUPPLY CO		PV	114169	001	00999	7/7/2022	204726	542.67
	NORTHERN SANITARY SUPPLY CO 341 COON RAPIDS BLVD MINNEAPOLIS MN 55433								Summary Total 542.67
									Payment Amount 542.67
115071	NORTHLAND OCCUPATIONAL HEALTH		PV	114168	001	00999	7/11/2022	15200	50.00
	NORTHLAND OCCUPATIONAL HEALTH 7533 SUNWOOD DRIVE NW SUITE 212 RAMSEY MN 55303								Summary Total 50.00
									Payment Amount 50.00
110480	OPUS 21 MANAGEMENT SOLUTIONS	Inv# 220661	PV	114227	001	00999	7/15/2022	220661	567.87
	OPUS 21 MANAGEMENT SOLUTIONS 680 COMMERCE DRIVE SUITE 160 WOODBURY MN 55125								Summary Total 567.87
									Payment Amount 567.87
112421	PERRILL		PV	114167	001	00999	7/1/2022	257777	200.00
	PERRILL 110 CHESHIRE LANE SUITE 105 MINNETONKA MN 55305								Summary Total 200.00
									Payment Amount 200.00
100384	PLAISTED COMPANIES INC		PV	114148	001	00999	6/30/2022	53302	784.75
	PLAISTED COMPANIES INC								Summary Total 784.75



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CITY OF RAMSEY  
Create Payment Control Groups

Payment Group Control Number 3446  
 Bank Account 999.1010 CASH IN BANK 00002224  
 Version LOGIS004V  
 Originator TOAKES  
 Payment Instrument T A/P ACH Payment  
 Pay Through Date 12/31/2022

Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Item	Co	Due Date	Invoice Number	Payment Amount
100469	STREICHER'S POLICE EQUIPMENT		PV	114139	001	00999	6/28/2022	11576367	174.99
	STREICHER'S POLICE EQUIPMENT							Summary Total	174.99
	10911 WEST HWY 55							Payment Amount	174.99
	MINNEAPOLIS MN 55441								
110313	SUMMIT FIRE PROTECTION		PV	114159	001	00999	7/12/2022	130051869	780.00
	SUMMIT FIRE PROTECTION							Summary Total	780.00
	P O BOX 6205		PV	114160	001	00999	7/12/2022	130051873	307.00
	CAROL STREAM IL 60197-6205							Summary Total	307.00
			PV	114161	001	00999	7/12/2022	130051868	351.00
								Summary Total	351.00
			PV	114229	001	00999	7/12/2022	130051872	400.00
								Summary Total	400.00
			PV	114230	001	00999	7/12/2022	130051870	351.00
								Summary Total	351.00
			PV	114231	001	00999	7/12/2022	130051871	437.00
								Summary Total	437.00
								Payment Amount	2,626.00
112721	W W GOETSCH ASSOCIATES INC		PV	114163	001	00999	7/6/2022	108271	3,055.00
	W W GOETSCH ASSOCIATES INC							Summary Total	3,055.00
	5250 WEST 74TH STREET SUITE 24							Payment Amount	3,055.00
	MINNEAPOLIS MN 55439-2226								
								Total Amount to be Processed	180,305.89
								Total Number of Payments to be Processed	45

Accounts Payable

pay estimates \$ 708,182.76  
 Regular AP 449,086.22  
 \$ 1,157,268.98

Checks \$ 976,963.09  
 ACH 180,305.89  
 1,157,268.98

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Councilmember introduced the following resolution and moved for its adoption:

**RESOLUTION #22-168**

**RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF JULY 7, 2022, THROUGH JULY 20, 2022**

**WHEREAS**, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of July 7, 2022, through July 20, 2022, in the amount of \$1,631,403.65 and

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

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

- 1) That the Ramsey City Council hereby approves the cash disbursements made and authorizes payment of the accounts payable invoices as detailed in the attached Bills List for the period July 7, 2022, through July 20, 2022, in the amount of \$1,631,403.65.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 26th day of July, 2022.

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Mayor

**ATTEST:**

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City Clerk

**CC Regular Session**

**5. 8.**

**Meeting Date:** 07/26/2022

**Submitted For:** Bruce Westby, Engineering/Public Works

**By:** Marsha Weidner, Engineering/Public Works

**Information**

**Title**

Adopt Resolution #22-155 Authorizing Partial Payment to Douglas Kerr Underground, LLC. for Improvement Project #22-05 Riverdale Drive Trunk Utility Improvements, Llama Street to Bowers Drive.

**Purpose/Background:**

Pay Estimate and Resolution (see Attached)

**Recommendation:**

The Engineer Technician IV has inspected the completed work and recommends partial payment No. 3 to Douglas-Kerr Underground, LLC., of Mora, Minnesota, for Improvement Project #22-05, Riverdale Drive Trunk Utility Improvements, Llama Street to Bower Drive, in the amount of \$700,002.20.

**Action:**

Motion to adopt Resolution #22-155 Authorize Partial Payment No. 3 to Douglas-Kerr Underground, LLC., of Mora, Minnesota, for Improvement Project #22-05, Riverdale Drive Trunk Utility Improvements, Llama Street to Bower Drive, in the amount of \$700,002.20.

**Attachments**

Resolution

Pay Estimate No. 3

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Bruce Westby	Bruce Westby	07/21/2022 01:31 PM
Brian Hagen	Brian Hagen	07/21/2022 01:43 PM
Form Started By: Marsha Weidner		Started On: 07/15/2022 03:57 PM
Final Approval Date: 07/21/2022		

Councilmember \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**RESOLUTION #22-155**

**RESOLUTION AUTHORIZING PARTIAL PAYMENT NO. 3 TO DOUGLAS-KERR UNDERGROUND, LLC., FOR IMPROVEMENT PROJECT #22-05, RIVERDALE DRIVE TRUNK UTILITY IMPROVEMENTS, LLAMA STREET TO BOWERS DRIVE**

**WHEREAS**, pursuant to Ramsey City Council Resolution #21-305 adopted October 26, 2021, the City Council accepted the design services proposal of Bolton & Menk, Inc. for providing engineering services required to develop final plans and specifications for the purpose of soliciting bids for the construction of Improvement Project #22-05; and

**WHEREAS**, pursuant to Ramsey City Council Resolution #22-040 the City Council approved the plans and specifications prepared by Bolton & Menk, Inc. for the making of such improvements, and authorized the advertisement of bids for the same improvements as City Improvement Project #22-05; and

**WHEREAS**, pursuant to Ramsey City Council Resolution #22-072 the City Council authorized entering into a construction contract with Douglas-Kerr Underground, LLC., for the making of such improvements at the contract price of \$2,163,890.22; and

**WHEREAS**, pursuant to Ramsey City Council Resolution #22-087 the City Council authorized Change Order No. 1, reducing the contract price to \$2,124,737.72; and

**WHEREAS**, pursuant to Ramsey City Council Resolution #22-199 Douglas Kerr Underground removed the septic tank on May 3, 2022, in accordance with Change Order #2; and

**WHEREAS**, as of July 26, 2022 \$1,014,306.90 has been paid to date; and

**WHEREAS**, the Engineer Technician IV has inspected the completed work and recommends partial payment No. 3 to Douglas-Kerr Underground, LLC., of Mora, Minnesota, for Improvement Project #22-05, Riverdale Drive Trunk Utility Improvements, Llama Street to Bower Drive, in the amount of \$700,002.20.

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

- 1) That the City Council hereby authorizes partial payment No. 3 to Douglas-Kerr Underground, LLC., of Mora, Minnesota for Improvement Project #22-05, Riverdale Drive Trunk Utility Improvements, Llama Street to Bower Drive, in the amount of \$700,002.20.
- 2) The City Council authorizes the Mayor and City Administrator to sign and release form for this payment.
- 3) The total amount of this payment is not included in resolutions approving payment of bills for the date of July 26, 2022.

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

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 26th day of July, 2022.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**Contractor's Application for Payment**

**Owner:** City of Ramsey **Owner's Project No.:** 22-05  
**Engineer:** Bolton & Menk, Inc. **Engineer's Project No.:** OR1.127005  
**Contractor:** Douglas-Kerr Underground, L.L.C **Agency's Project No.:** S.A.P. 199-115-004  
**Project:** 2022 Riverdale Drive Trunk Utility Improvements  
**Contract:** \_\_\_\_\_  
**Application No.:** 3 **Application Date:** 7/11/2022  
**Application Period:** **From** 6/1/2022 **to** 6/30/2022

1. Original Contract Price	\$ 2,163,890.22
2. Net change by Change Orders	\$ (39,152.50)
3. Current Contract Price (Line 1 + Line 2)	\$ 2,124,737.72
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 1,804,535.89
5. Retainage	
a. <u>5%</u> X \$ <u>1,804,535.89</u> Work Completed	\$ 90,226.79
b. _____ X \$ _____ Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 90,226.79
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 1,714,309.10
7. Less previous payments	\$ 1,014,306.90
8. Amount due this application	\$ 700,002.20
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 320,201.83

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

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

**Contractor:** Douglas-Kerr Underground, LLC  
**Signature:** *[Signature]* **Date:** July 11<sup>th</sup>, 2022  
**Name:** Dennis D. Douglas **Title:** Manager

**Recommended by Engineer**  
**By:** *[Signature]*  
**Name:** Kevin P. Kiehl  
**Title:** Project Engineer  
**Date:** 7/11/2022

**Approved by Owner**  
**By:** *[Signature]*  
**Name:** Bruce Westby  
**Title:** City Engineer  
**Date:** 7/15/22

**Progress Estimate - Unit Price Work**

City of Ramsey  
 Bolton & Meek, Inc.  
 Douglas-Kerr Underground, LLC  
 2022 Riverdale Drive Trunk Utility Improvements

**Contractor's Application for Payment**

Owner's Project No.: 22-05  
 Engineer's Project No.: 081127005  
 Contractor's Project No.:  
 Agency's Project No.: S.A.P. 198-115-004

A	B	C		D		E		F		G		H		I	J	K	L
		From	to	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed (E X G)	Materials Currently Stored (not in G)	Work Completed and Materials Stored to Date (M + I)				
Bid Item No.	Description																
1	MOBILIZATION	1.00	LUMP SUM	22,635.00		0.50	11,317.50		15,976.25					15,976.25	75%	5,658.75	
2	CLEARING	35.00	EACH	300.00		35.00	10,500.00		10,500.00					10,500.00	100%	-	
3	GRUBBING	35.00	EACH	87.50		35.00	3,062.50		3,062.50					3,062.50	100%	-	
4	ABANDON & SEAL WEL	1.00	EACH	2,000.00		1.00	2,000.00		2,000.00					2,000.00	100%	-	
5	REMOVE MISCELLANEOUS STRUCTURE (LANDSCAPING)	1.00	EACH	271.50		1.00	271.50		271.50					271.50	100%	-	
6	REMOVE FENCE	220.00	LIN FT	858.00		220.00	858.00		858.00					858.00	100%	-	
7	REMOVE CURB AND GUTTER	100.00	LIN FT	5.65		100.00	565.00		565.00					565.00	100%	-	
8	REMOVE BITUMINOUS PAVEMENT	1,670.00	SQ YD	2.00		1,670.00	3,340.00		3,340.00					3,340.00	100%	-	
9	REMOVE CONCRETE PAVEMENT	90.00	SQ YD	4.00		90.00	360.00		360.00					360.00	100%	-	
10	DEWATERING (UTILITY TRENCHES)	1.00	LUMP SUM	0.01			-		-					-	-	0.01	
11	GRANULAR BORROW (CV)	1,000.00	CU YD	5.10		1,000.00	5,100.00		5,100.00					5,100.00	100%	-	
12	EXCAVATION - COMMON (P) (EV)	18,190.00	CU YD	2.80		18,190.00	50,932.00		50,932.00					50,932.00	100%	-	
13	EXCAVATION - CHANNEL AND POND	7,760.00	CU YD	2.15		7,760.00	16,684.00		16,684.00					16,684.00	100%	-	
14	COMMON EMBANKMENT (P) (CV)	9,150.00	CU YD	1.75		9,150.00	16,012.50		16,012.50					16,012.50	100%	-	
15	EXCAVATION - SUBGRADE (EV)	2,500.00	CU YD	2.45		2,500.00	6,125.00		6,125.00					6,125.00	100%	-	
16	STREET SWEEPER (WITH PICKUP BROOM)	12.00	HOUR	150.00		12.00	1,800.00		1,800.00					1,800.00	100%	-	
17	15" RC PIPE APRON	1.00	EACH	1,026.00		1.00	1,026.00		1,026.00					1,026.00	100%	-	
18	18" RC PIPE APRON	2.00	EACH	1,084.00		2.00	2,168.00		2,168.00					2,168.00	100%	-	
19	24" RC PIPE APRON	1.00	EACH	1,289.00		1.00	1,289.00		1,289.00					1,289.00	100%	-	
20	TRASH GUARD FOR 15" PIPE APRON	1.00	EACH	736.70		1.00	736.70		736.70					736.70	100%	-	
21	TRASH GUARD FOR 18" PIPE APRON	2.00	EACH	796.00		2.00	1,592.00		1,592.00					1,592.00	100%	-	
22	TRASH GUARD FOR 24" PIPE APRON	1.00	EACH	1,592.00		1.00	1,592.00		1,592.00					1,592.00	100%	-	
23	8" PVC PIPE SEWER SDR 26	3,360.00	LIN FT	47.20		3,360.00	158,592.00		158,592.00					158,592.00	100%	-	
24	10" PVC PIPE SEWER SDR 26	50.00	LIN FT	78.10		50.00	3,905.00		3,905.00					3,905.00	100%	-	
25	15" PVC PIPE SEWER SDR 26	890.00	LIN FT	83.10		890.00	73,969.50		73,969.50					73,969.50	100%	-	
26	15" RC PIPE SEWER DESIGN 3006 CLASS V	985.00	LIN FT	35.80		985.00	34,983.00		34,983.00					34,983.00	100%	-	
27	18" RC PIPE SEWER DESIGN 3006 CLASS V	2,040.00	LIN FT	54.40		2,040.00	141,440.00		141,440.00					141,440.00	100%	-	
28	24" RC PIPE SEWER DESIGN 3006 CLASS III	2,040.00	LIN FT	96.10		2,040.00	134,844.00		134,844.00					134,844.00	100%	-	
29	8" PIPE PLUG	10.00	EACH	388.00		10.00	3,880.00		3,880.00					3,880.00	100%	-	
30	CONNECT TO EXISTING SANITARY MANHOLE (CORE & BOOT)	1.00	EACH	2,182.00		1.00	2,182.00		2,182.00					2,182.00	100%	-	
31	CONNECT TO EXISTING SANITARY SEWER	2.00	EACH	0.02		2.00	0.02		0.02					0.02	100%	-	
32	CONNECT TO EXISTING STORM SEWER	2.00	EACH	2,270.00		2.00	4,540.00		4,540.00					4,540.00	100%	-	
33	12" FORCEMAIN HOPE PIPE SEWER DR 11	820.00	LIN FT	61.05		820.00	50,061.00		50,061.00					50,061.00	100%	-	
34	SANITARY MANHOLE COATING	3,860.00	LIN FT	217.30		3,860.00	840,000.00		840,000.00					840,000.00	98%	1,211.00	
35	CLEAN & TELEWISE PIPE SEWER	80.00	SQ YD	35.35		80.00	2,828.00		2,828.00					2,828.00	27%	2,064.44	
36	4" INSULATION	2.00	EACH	1,222.00		2.00	2,444.00		2,444.00					2,444.00	50%	1,222.00	
37	CONNECT TO EXISTING WATER MAIN	9.00	EACH	1,866.00		9.00	16,794.00		16,794.00					16,794.00	100%	-	
38	8" GATE VALVE & BOX	13.00	EACH	2,602.00		13.00	33,826.00		33,826.00					33,826.00	100%	-	
39	8" GATE VALVE & BOX	9.00	EACH	43,740.00		9.00	393,660.00		393,660.00					393,660.00	111%	(4,374.00)	
40	12" GATE VALVE & BOX	10.00	EACH	5,414.00		10.00	54,140.00		54,140.00					54,140.00	100%	-	
41	HYDRANT (8.5" BUR)	80.00	LIN FT	48.65		80.00	3,892.00		3,892.00					3,892.00	84%	632.45	
42	6" WATERMAIN DUCTILE IRON CL 53	900.00	LIN FT	99.25		900.00	89,325.00		89,325.00					89,325.00	100%	-	
43	8" WATERMAIN DUCTILE IRON CL 53	3,950.00	LIN FT	81.45		3,950.00	321,727.50		321,727.50					321,727.50	100%	-	
44	12" WATERMAIN DUCTILE IRON CL 53	4,260.00	LIN FT	9.80		4,260.00	41,777.40		41,777.40					41,777.40	100%	-	
45	CASTING ASSEMBLY (STORM)	3.00	EACH	4,020.00		3.00	12,060.00		12,060.00					12,060.00	99%	568.62	
46	CONSTRUCT SANITARY SEWER MANHOLE	232.00	LIN FT	34.50		232.00	8,004.00		8,004.00					8,004.00	88%	846.51	
47	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	43.00	LIN FT	965.90		43.00	41,403.70		41,403.70					41,403.70	99%	215.67	
48	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	88.00	LIN FT	593.10		88.00	52,172.80		52,172.80					52,172.80	99%	431.81	
49	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	9.00	LIN FT	388.50		9.00	3,496.50		3,496.50					3,496.50	86%	139.47	
50	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	44.00	LIN FT	430.10		44.00	18,924.40		18,924.40					18,924.40	100%	-	
51	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPEC 1	20.00	CU YD	137.70		20.00	2,754.00		2,754.00					2,754.00	100%	-	
52	CONSTRUCT 8" INSIDE DROP	55.00	SQ YD	6,250.00		55.00	343,750.00		343,750.00					343,750.00	100%	-	
53	RANDOM RIPRAP CL III	50.00	EACH	135.00		50.00	6,750.00		6,750.00					6,750.00	100%	-	
54	8" CONCRETE DRIVEWAY PAVEMENT																
55	STEEL PLATE																

Progress Estimate - Unit Price Work

Owner: City of Ramsey  
 Engineer: Bolton & Menk, Inc.  
 Contractor: Douglas-Kerr Underground, LLC  
 Project: 2022 Riverside Drive Trunk Utility Improvements  
 Contract:

Contractor's Application for Payment

Owner's Project No.: 22-05  
 Engineer's Project No.: 081.127005  
 Contractor's Project No.:  
 Agency's Project No.: S.A.P. 199-115-004

Application No.: 3		Application Period: From 06/04/22 to 06/30/22		Application Date: 07/14/22									
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C x E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed (EX G) (\$)	Materials Currently Stored (net in G) (\$)	Work Completed and Materials Stored to Date (H+I) (\$)	% of Item (J/F) (%)	Balance to Finish (F-I) (\$)
57	TRAFFIC CONTROL	1.00	LUMP SUM	1,450.00	1,450.00	0.50	725.00	0.75	1,087.50	-	1,087.50	75%	362.50
58	STABILIZED CONSTRUCTION EXIT	1.00	LUMP SUM	3,038.00	3,038.00	-	-	-	-	-	-	-	3,038.00
59	STORM DRAIN INLET PROTECTION	34.00	EACH	188.10	6,395.40	-	-	-	-	-	-	-	6,395.40
60	SILT FENCE, TYPE MS	3,100.00	LIN FT	2.00	6,200.00	2,488.00	4,976.00	2,488.00	4,976.00	4,976.00	4,976.00	80%	4,200.00
61	SEDIMENT CONTROL LOG TYPE WOOD FIBER	1,400.00	LIN FT	3.00	4,200.00	-	-	-	-	-	-	-	4,200.00
62	FERTILIZER TYPE 3	1,425.00	POUND	0.70	997.50	-	-	-	-	-	-	-	997.50
63	ROLLED EROSION PREVENTION CAT. 20	4,840.00	SQ YD	1.25	6,050.00	-	-	-	-	-	-	-	6,050.00
64	SEEDING	5.30	ACRE	300.00	1,590.00	-	-	-	-	-	-	-	1,590.00
65	RAPID STABILIZATION METHOD 2	1.00	ACRE	1,000.00	1,000.00	-	-	-	-	-	-	-	1,000.00
66	SEEDING MIXTURE 25-421	425.00	POUND	5.45	2,316.25	-	-	-	-	-	-	-	2,316.25
67	SEEDING MIXTURE 35-241	55.00	POUND	15.10	830.50	-	-	-	-	-	-	-	830.50
68	HYDRAULIC BONDED FIBER MATRIX	15,875.00	POUND	1.25	19,843.75	-	-	-	-	-	-	-	19,843.75
69	MOBILIZATION	1.00	LUMP SUM	0.01	0.01	-	-	1.00	0.01	-	0.01	100%	-
70	DEWATERING (LIFT STATION)	1.00	LUMP SUM	72,014.00	72,014.00	0.50	36,007.00	1.00	72,014.00	72,014.00	72,014.00	100%	-
71	GRANULAR BORROW (CV)	50.00	CU YD	15.80	790.00	-	-	-	-	-	-	-	790.00
72	EXCAVATION - COMMON (P) (EV)	450.00	CU YD	11.95	5,377.50	-	-	-	-	-	-	-	5,377.50
73	COMMON EMBANKMENT (P) (CV)	270.00	CU YD	7.35	1,984.50	-	-	-	-	-	-	-	1,984.50
74	EXCAVATION - SUBGRADE (EV)	50.00	CU YD	9.00	450.00	-	-	-	-	-	-	-	450.00
75	AGGREGATE BASE (CV) FROM STOCKPILE	115.00	CU YD	15.60	1,794.00	-	-	-	-	-	-	-	1,794.00
76	TYPE SP 9.5 WEARING COURSE MIX (S,C)	125.00	TON	115.00	14,375.00	10.00	1,250.00	10.00	1,250.00	1,250.00	1,250.00	8%	14,375.00
77	10" PVC PIPE SEWER SDR 26	120.00	LIN FT	55.80	6,696.00	-	-	-	-	-	-	-	6,696.00
78	CONNECT TO EXISTING SANITARY SEWER	2.00	EACH	0.01	0.02	-	-	-	-	-	-	-	0.02
79	12" FORCEMAIN HDPE PIPE SEWER DR 11	1.00	LIN FT	64.90	64.90	-	-	-	-	-	-	-	64.90
80	CONNECT TO EXISTING WATER MAIN	1.00	EACH	0.01	0.01	-	-	-	-	-	-	-	0.01
81	6" GATE VALVE & BOX	2.00	EACH	2,000.00	4,000.00	-	-	-	-	-	-	-	4,000.00
82	HYDRANT (6.5" BURY)	1.00	EACH	5,434.00	5,434.00	-	-	-	-	-	-	-	5,434.00
83	6" WATERMAIN DUCTILE IRON CL 55	85.00	LIN FT	49.35	4,194.75	-	-	-	-	-	-	-	4,194.75
84	WATERMAIN FITTINGS	200.00	POUND	0.01	2.00	-	-	-	-	-	-	-	2.00
85	CONSTRUCT TRIPLE LIFT STATION	1.00	LUMP SUM	397,001.00	397,001.00	-	-	-	-	-	-	-	397,001.00
86	CONCRETE DRIVEWAY PAVEMENT	112.00	SQ YD	130.00	14,560.00	-	-	-	-	-	-	-	14,560.00
87	BOLLARD	4.00	EACH	500.00	2,000.00	-	-	-	-	-	-	-	2,000.00
88	SEDIMENT CONTROL LOG TYPE WOOD FIBER	400.00	LIN FT	3.00	1,200.00	-	-	-	-	-	-	-	1,200.00
89	FERTILIZER TYPE 3	60.00	POUND	0.70	42.00	-	-	-	-	-	-	-	42.00
90	SEEDING	0.20	ACRE	1,500.00	300.00	-	-	-	-	-	-	-	300.00
91	SEEDING MIXTURE 25-421	20.00	POUND	5.45	109.00	-	-	-	-	-	-	-	109.00
92	HYDRAULIC BONDED FIBER MATRIX	800.00	POUND	2.00	1,600.00	-	-	-	-	-	-	-	1,600.00
Original Contract Totals						\$	732,587.07	\$	1,465,631.49	\$	1,465,631.49	68%	697,256.73

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Ramsey  
 Engineer: Bolton & Menk, Inc.  
 Contractor: Douglas-Kerr Underground, L.L.C.  
 Project: 2022 Riverdale Drive Trunk Utility Improvements  
 Contract: \_\_\_\_\_

Owner's Project No.: 22-05  
 Engineer's Project No.: 081.127005  
 Contractor's Project No.: \_\_\_\_\_  
 Agency's Project No.: S.A.P. 195-1.15-004

A Bid Item No.	B Description	C From 06/01/22 to 06/30/22			D Contract Information			E Unit Price (\$)	F Value of Bid Item (C x E) (\$)	G Previous Estimate		H Value of Work Completed to Date (E x G) (\$)	I Materials Currently Stored (net in G) (\$)	J Work Completed and Materials Stored to Date (H + I) (\$)	K % of Value of Item (J / F) (%)	L Balance to Finish (F - J) (\$)			
		Item Quantity	Units	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in this Work	Work Completed												
CO2-18	8" WATERMAIN DUCTILE IRON CL 52	900.00	LIN FT	59.25	53,325.00	-	-	-	-	-	-	-	-	-	-	53,325.00			
CO2-2R	12" WATERMAIN DUCTILE IRON CL 52	3,950.00	LIN FT	81.45	321,727.50	-	-	-	-	-	-	-	-	-	-	321,727.50			
CO1-1	8" PVC WATERMAIN	900.00	LIN FT	50.50	45,450.00	954.00	48,272.40	954.00	48,272.40	954.00	48,272.40	48,272.40	48,272.40	106%	2,732.40				
CO1-2	12" PVC WATERMAIN	3,950.00	LIN FT	72.80	287,560.00	3,940.00	286,832.00	3,940.00	286,832.00	3,940.00	286,832.00	286,832.00	286,832.00	100%	728.00				
CO2-1	REMOVE SEPTIC TANK	1.00	LUMP SUM	2,800.00	2,800.00	1.00	2,800.00	1.00	2,800.00	1.00	2,800.00	2,800.00	2,800.00	100%	-				
Change Order Totals \$													\$ 335,104.40	\$	\$ 335,104.40	\$	\$ 337,904.40	NA	\$ (2,004.40)
Original Contract and Change Orders													\$	\$ 1,804,535.89	\$	\$ 1,804,535.89	85%	\$ 655,234.33	
Project Totals \$													\$ 2,124,737.72	\$	\$ 1,067,691.47	\$	\$ 1,804,535.89	85%	\$ 655,234.33

**CC Regular Session**

**5. 9.**

**Meeting Date:** 07/26/2022

**Submitted For:** Brian Hagen, Community Development

**By:** Sean Sullivan, Community Development

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**Information**

**Title**

Adopt Resolution #22- 160 Approving Purchase Agreement and Sale of Parcel 51, Anoka County Hwy ROW Plat 103 for Ramsey Gateway Project

**Purpose/Background:**

**Purpose:**

The purpose of this case is to approve the Purchase Agreement and authorize the sale of Lot 2, Block 1, Sunfish Commons (now legally described as Parcel 51, Anoka County Hwy ROW Plat No.103) to Anoka County for Ramsey Gateway Hwy 10 Project.

**Background:**

The City of Ramsey acquired Lot 2, Block 1, Sunfish Commons on June 8, 2017 utilizing funds from the Hwy 10 Right of Way Acquisition Fund (RALF) Program. The City entered into Loan Agreement L-17-02 with the Met Council for a total loan amount not to exceed \$950,500. The current Loan balance of L-17-02 is \$697,383.64. Anoka County has presented a purchase agreement to acquire this property acting as the highway authority for the Hwy 10 project. Staff has worked with Anoka County to modify the Purchase Agreement to meet the needs of the City of Ramsey. The City Attorney has reviewed the attached Purchase Agreement and recommends approval.

**Notification:**

None required

**Observations/Alternatives:**

Property acquisition along Hwy 10 for the Ramsey Gateway project has commenced by Anoka County. Anoka County has presented a purchase agreement to acquire Parcel 51, Anoka County ROW Plat No 103 from the City of Ramsey. Because the entire parcel being acquired will be used for highway purposes, the amount of the acquisition is the balance of the RALF Loan amount of \$697,383.64. There may be other future sales of RALF properties that the city holds that are based on "Fair Market Value" in the event that they are not needed for the highway project. Staff supports the sale of Parcel 51 for Hwy 10 ROW purposes.

**Alternatives:**

- 1) Adopt Resolution #22- 160 Approving Purchase Agreement and Sale of Parcel 51, Anoka County Hwy ROW Plat 103 for Ramsey Gateway Project (as presented); subject to City Attorney review.
- 2) Adopt Resolution #22- 160 Approving Purchase Agreement and Sale of Parcel 51, Anoka County Hwy ROW Plat 103 for Ramsey Gateway Project (with changes); subject to City Attorney review.
- 3) Something else

**Funding Source:**

There is no cost to the city for this transaction. The proceeds from the sale will be used to pay of RALF Loan 17-02. The County of Anoka will be responsible for all the closing costs of this sales transaction.

**Recommendation:**

Staff recommends adoption of Resolution #22- 160 Approving Purchase Agreement and Sale of Parcel 51, Anoka County Hwy ROW Plat 103 for Ramsey Gateway Project (as presented); subject to City Attorney review.

**Action:**

Motion to Adopt Resolution #22- 160 Approving Purchase Agreement and Sale of Parcel 51, Anoka County Hwy ROW Plat 103 for Ramsey Gateway Project (as presented); subject to City Attorney review.

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**Attachments**

Site Location Map

ACTION - Resolution #22-160

ACTION - PA for Parcel 51 Anoka County

Parcel 51 ROW PLat 103

RALF Loan L 17-02 Sunfish Commons Express

RALF Loan Outstanding Balances

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**Form Review**

**Inbox**

Brian Hagen

Form Started By: Sean Sullivan

Final Approval Date: 07/21/2022

**Reviewed By**

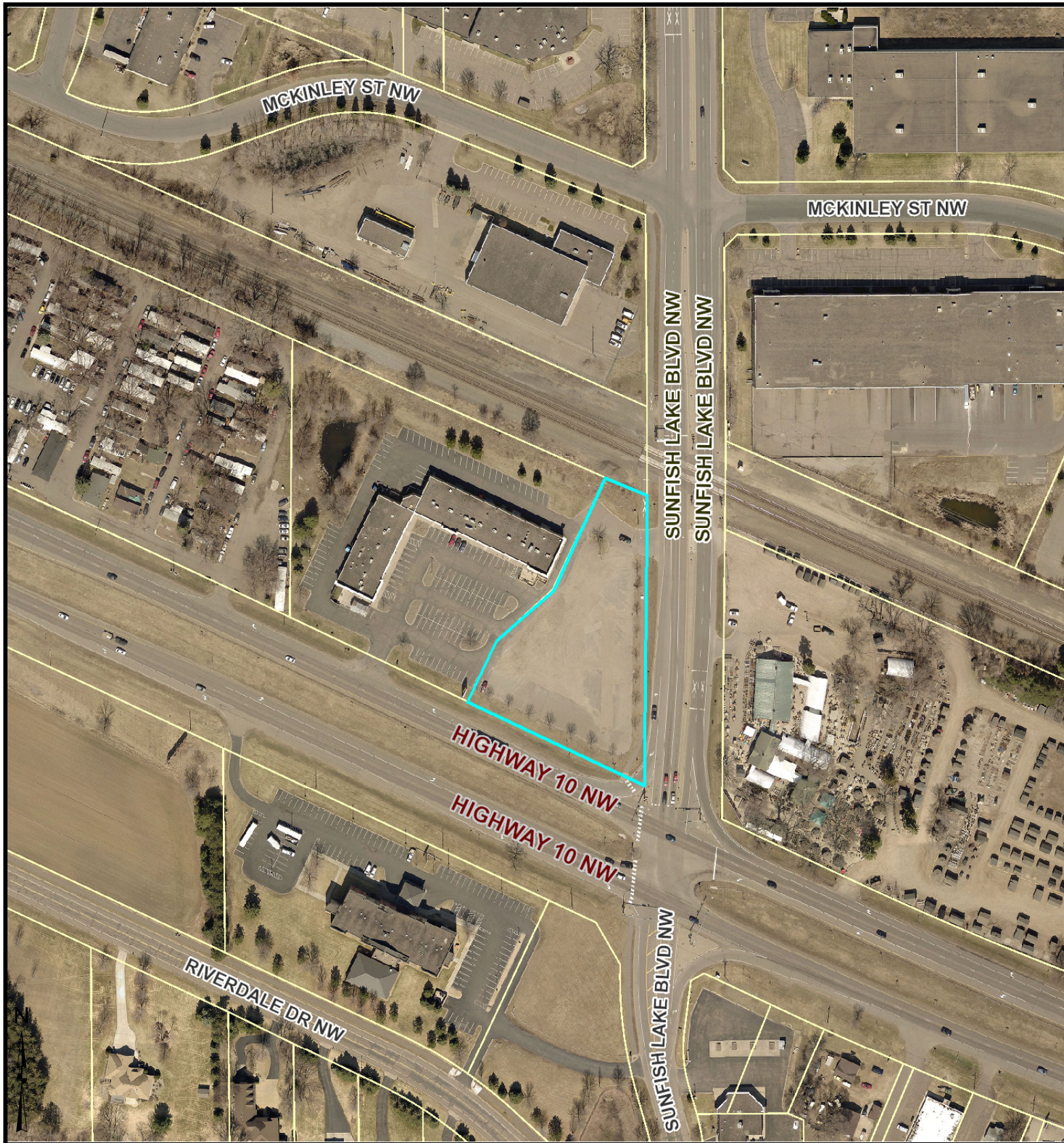
Brian Hagen

**Date**

07/21/2022 08:13 AM

Started On: 06/28/2022 03:08 PM

# Lot 2, Block 1, Sunfish Commons Site Map



**Parcel Information:**

34-32-25-14-0027  
 6401 HIGHWAY 10 NW  
 RAMSEY  
 MN 55303  
 Plat: SUNFISH COMMONS

Approx. Acres: 1.65  
 Commissioner: MATT LOOK

**Owner Information:**

CITY OF RAMSEY  
 7550 SUNWOOD DR NW  
 RAMSEY  
 MN  
 55303



Councilmember \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**CITY COUNCIL RESOLUTION #22-160**

**RESOLUTION APPROVING PURCHASE AGREEMENT AND SALE OF PARCEL 51,  
ANOKA COUNTY HWY ROW PLAT NO. 103 FOR RAMSEY GATEWAY PROJECT**

**WHEREAS**, the City of Ramsey, herein referred to as the “City,” acquired various parcels acquired utilizing the Right of Way Acquisition Loan Fund (RALF) for the purposes relating to construction of future Hwy 10 improvements the City of Ramsey; and

**WHEREAS**, the Ramsey Gateway Highway 10 improvement project is fully funded and ROW acquisition related to the future improvements has commenced by the County of Anoka, acting as the highway authority; and

**WHEREAS**, the City and the County of Anoka have negotiated a Purchase Agreement for the sale of the parcel legally described on **Exhibit A** (“the **Property**”); for ROW for the Ramsey Gateway Hwy 10 Project and the City Attorney has approved the document as to form; and

**WHEREAS**, the purchase price of the Property is Six Hundred Ninety-Seven Thousand Three Hundred Eighty-Three and 64/100 Dollars (\$697,383.64) and the city proceeds will go to pay off the balance of RALF Loan 17-02; and

**WHEREAS**, the City hereby declares the Property to be surplus City-owned land and is no longer needed for current or future City functions, and authorizes the property to be sold; and

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

- 1) That the City hereby declares the Property to be surplus City-owned land, and authorizes the property to be sold for Hwy 10 ROW purposes.
- 2) That the City hereby authorizes the sale of the Property to the County of Anoka for Six Hundred Ninety-Seven Thousand Three Hundred Eighty-Three and 64/100 Dollars (\$697,383.64).
- 3) That the City authorizes execution of the Purchase Agreement with the County of Anoka to sell the Property.
- 4) The City authorizes the proceeds from the sale of the Property to be used to pay off RALF Loan 17-02

- 5) That the City hereby authorizes the City Administrator and Mayor to sign any and all documents necessary to transfer the Property to the County of Anoka, consistent with Charter and State law requirements.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 26th day of July 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**  
**DEVELOPMENT PROPERTY**

Parcel 51 of Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

## COMMERCIAL / INDUSTRIAL PURCHASE AGREEMENT

Received by the City of Ramsey, a Minnesota municipal corporation ("Seller") from the County of Anoka, a political subdivision under the laws of the state of Minnesota ("Buyer") the sum of zero dollars cash (\$0.00), earnest money for the purchase of property at: 6401 Highway 10 NW, Ramsey, MN 55303, situated in the County of Anoka, State of Minnesota, and legally described as follows:

Parcel 51 of Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

together with the following personal property: NONE

all of which property the undersigned Seller has this day sold to Buyer for the sum of: **Six Hundred Ninety-Seven Thousand Three Hundred Eighty-Three and 64/100 Dollars (\$697,383.64)**, which Buyer agrees to pay in the following manner.

**Payment Method:** By agreement of the parties, the total amount due shall be paid by Buyer at Closing to the Metropolitan Council, to repay the Seller's RALF loan on the Property. Payment to the Metropolitan Council shall be made via check or preferably *via ACH, with remittance to [metcar@metc.state.mn.us](mailto:metcar@metc.state.mn.us), including reference "RALF Loan #1702"*. Upon payment, the Seller shall ensure that Buyer receives a release of any restrictive covenant related to the RALF loan, if such release is needed.

- 1. DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a Quit Claim Deed conveying marketable title to the property subject only to the following exceptions: (a) building and zoning laws, ordinances, State and Federal regulations; (b) restrictions relating to use or improvement of the premises without effective for forfeiture provisions; (c) reservation of any minerals or mineral rights to the State of Minnesota; and (d) utility and drainage easements which do interfere with present improvements.
- 2. REAL ESTATE TAXES:** Real estate taxes due and payable in the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual date of closing, unless otherwise provided in this Purchase Agreement. Real estate taxes payable in the years prior to closing shall be paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.

### 3. SPECIAL ASSESSMENTS:

**BUYER SHALL PAY** on the date of closing: all installments of special assessments, certified for payment with the real estate taxes due and payable in the year of closing.

**BUYER SHALL PAY** on date of closing all other special assessments levied as of the date of this Agreement.

**BUYER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as of the date of this Agreement for improvements that have been ordered by the City Council or any other governmental or private assessing authorities. If Buyer terminates this Agreement, Buyer and Seller shall immediately sign a cancellation of purchase agreement directing all earnest money paid hereunder to be refunded to Buyer. Seller shall pay on date of closing any deferral real estate taxes or special assessments payment of which is required as a result of the closing of this sale.

4. **PRORATIONS:** All items customarily prorated and adjusted in connection with the closing of the sale of the property herein including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated as of the date of closing. It shall be assumed that Buyer will own the property for the entire date of closing.
5. **DAMAGE TO REAL PROPERTY:** If there is any loss to the property between the date hereof and the date of closing, for any reason, the risk of loss shall be to the Seller. If the property is destroyed or substantially damaged before the closing, this Purchase Agreement shall terminate, at Buyer's option, if Buyer gives written notice to Seller of such termination within thirty (30) days of the damage. Upon said termination, Buyer and Seller shall immediately sign a cancellation of purchase agreement directing all earnest money paid hereunder to be refunded Buyer.
6. **EXAMINATION OF TITLE:** Within a reasonable time after acceptance of this Purchase Agreement, Buyer shall obtain evidence of title, which shall include proper searches covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments, as follows:

**IF THE PROPERTY IS ABSTRACT,** Buyer shall obtain either (a) a commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write title insurance in Minnesota and Buyer shall pay the costs of evidence of title for such title insurance policy, and Buyer shall pay the premium for any owner's policy or lender's policy issued by the title insurance company, the title examination fee and the fee for any endorsements or other coverages requested by Buyer; or (b) Abstract of Title certified to date. Buyer shall pay for all abstracting fees. Seller shall surrender any abstract in Seller's possession or control to Buyer at Closing.

**IF THE PROPERTY IS TORRENS:** Buyer shall obtain, either: (a) a Registered Property Abstract certified to date; or (b) a commitment for an owner's policy of title Insurance on a current ALTA form issued by Insurer licensed to write title insurance in Minnesota. Buyer shall be responsible to pay, under either option, only those costs necessary to prepare the Registered Property Abstract or commitment. Buyer shall, at Buyer's option, pay for either an attorney's title opinion or the title insurance premium (for both an owner's policy and any lender's policy and the examination fee, together with the costs for any endorsements or other coverages requested by Buyer).

Buyer shall have twenty (20) business days after receipt of the Abstract of Title, Registered Property Abstract, or title insurance commitment to provide Seller, with written objections to title. Buyer shall be deemed to have waived any title objections not made within such twenty (20) day period, except that this shall not operate as a waiver of Seller's covenant to deliver a Quit Claim Deed. Seller shall use Seller's best efforts to correct any title objections noted by Buyer and to provide marketable title by the date of Closing. In the event Seller has not cured the title objections or otherwise provided marketable title by the date of Closing, Seller shall have an additional thirty (30) days to correct the title objections or otherwise make title marketable. Buyer may waive title objections or other defects by written notice to Seller. In addition to the thirty (30) day extension, Buyer and Seller may by mutual agreement further extend the Closing date. Lacking such extension, either party may declare this Purchase Agreement terminated and neither party shall be liable for damages to the other. Buyer and Seller shall immediately sign a cancellation of purchase agreement directing all earnest money paid hereunder to be refunded to Buyer.

7. **CLOSING.** If the parties agree, the closing of the purchase and sale contemplated by this Agreement (the "Closing") may take place remotely via electronic delivery of the executed documents and other deliverables on the Closing Date or on such other date and time as the parties shall mutually agree. If an in-person Closing is preferred by either party, the Closing shall take place at a time mutually convenient to

the Seller and Purchaser, at Registered Abstracters, 2115 3rd Ave. in Anoka, Minnesota, or such other location as the parties may mutually arrange.

8. **POSSESSION:** Seller shall deliver possession of the property on the date of Closing.

9. **REPRESENTATIONS AND WARRANTIES:** See attached Addendum.

10. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**

11. **SELLER CERTIFIES THAT SELLER    DOES   X   DOES NOT KNOW OF A PRIVATE SEWER SYSTEM ON OR SERVING THE PROPERTY. ----- (check one) -----**

(If answer is DOES, See Private Sewer System Disclosure.)

12. **SELLER CERTIFIES THAT SELLER    DOES   X   DOES NOT KNOW OF ANY WELLS ON OR SERVING THE PROPERTY. ----- (check one) -----**

(If answer is DOES, see Well Disclosure Statement.)

13. **ADDENDA.** Attached is   1   Addendum, which is incorporated and made part of this Purchase Agreement.

14. **MISCELLANEOUS PROVISIONS.**

**A. Survival.** All of the warranties, representations and covenants of this Agreement shall survive and be enforceable after the closing.

**B. Entire Agreement; Modification.** This Purchase Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the property. There are no verbal agreements that change this Purchase Agreement and no waiver of any of its terms will be effective unless in writing executed by that parties.

**C. Successors and Assigns.** If this Purchase Agreement is assigned, all provisions of this Purchase Agreement shall be binding on successors and assigns.

15. **NOTICES.** Any notice to be provided herein shall be delivered either personally or by mail to the following individuals:

BUYER: Joseph J. MacPherson  
Anoka County Highway Engineer  
1440 Bunker Lake Blvd. NW  
Andover, MN 55304

SELLER: City of Ramsey  
Brian Hagen, City Administrator  
7550 Sunwood Drive NW  
Ramsey, MN 55303

**16. COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement. Electronic signatures will be deemed original signatures for purposes of this Agreement. Transmission by telecopy, e-mail or other transmission method of an executed counterpart of this Agreement will constitute due and sufficient delivery of such counterpart.

By the signatures below, with delegated authority, both the Seller and Buyer agree to the above terms.

**SELLER:**  
City of Ramsey, a Minnesota municipal corporation

**BUYER:**  
County of Anoka, a political subdivision under the laws of the State of Minnesota

By: \_\_\_\_\_  
Brian Hagen, City Administrator

By: \_\_\_\_\_  
Joseph J. MacPherson, County Engineer

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

## ADDENDUM NO. 1 TO PURCHASE AGREEMENT

**Property address:**

6401 Highway 10 NW, Ramsey, MN 55303  
(Parcel 51 of the Anoka County Highway Right-of-Way Plat No. 103)

By and between, the City of Ramsey, a municipal corporation of the state of Minnesota ("Seller") and the County of Anoka, a political subdivision under the laws of the state of Minnesota ("Buyer").

1. **TERMS AND CONDITIONS.** The terms, conditions and provisions of this addendum shall take precedence over and control any contrary terms contained in the purchase agreement wherever possible.
  
2. **REPRESENTATIONS AND WARRANTIES.** As an inducement to Buyer to enter into this Agreement, and as part of the consideration therefore, Seller represents and warrants to and covenants with Buyer that:
  - A. Seller warrants that there are no underground storage tanks on the Property.
  - B. Seller has received no notice of any violation of any zoning, building, health and safety, fire safety and environmental codes and laws from the City of Coon Rapids, Minnesota, or other local authority.
  - C. Seller has received no notice of a violation of statutes, ordinances, regulations, judicial decrees or orders, or the pendency of any lawsuits, administrative or arbitration hearings or governmental investigations or proceedings affecting the Property.
  - D. To the Seller's knowledge, there are no environmental proceedings, applications, petitions, resolutions, or other matters pending before any governmental agency, which would affect the property in any manner.
  - E. To Seller's knowledge there are no environmental proceedings, applications, petitions, court pleadings, resolutions, investigations, by public or private agencies, or other matters pending which could prohibit, impede, delay, or adversely affect the use of the Property.
  - F. Seller understands that if any liens are attached to this Property, they will be paid in full on or before closing.
  - G. The property is not within a flood zone.
  - H. The buildings are entirely within the boundary lines of the property.

- I. Seller is not a “foreign person”, “foreign partnership”, “foreign trust”, or “foreign estate” as defined in Section 1445 of the Internal Revenue Code.
- J. Seller understands that this purchase agreement includes all improvements to the land and all architectural plans, environmental reports or any other applicable reports or any other applicable reports that have been performed over the past 24 months.

**3. BUYER’S CONTINGENCIES.** Unless waived by Buyer in writing, Buyer’s obligation to purchase the property shall be subject to Buyer being able to satisfy the following contingencies on or before closing. The sufficiency of the contingencies will be determined by Buyer, in Buyer’s sole discretion. If any of these conditions is not satisfied by the date herein, Buyer has the option to terminate this Agreement by giving written notice of termination to Seller by 5:00 p.m. on the date thereof, time being of the essence, in which case Buyer and Seller must sign a Cancellation of Purchase Agreement and all earnest money will be returned to the Buyer within five (5) business days. Buyer may waive any condition in Buyer’s sole and absolute discretion.

- A. The ability of Seller to convey marketable fee title to the property, free and clear of any and all liens.
- B. Buyer shall review and approve, in its sole discretion, all the documentation required from the Seller as detailed in Paragraph 13 herein, within 30 days of execution of this Agreement.

**4. PERMITTED ACCESS AND INSPECTION.** Buyer’s performance of this Agreement is expressly conditioned upon Buyer’s inspection and approval of the Property, which inspection shall be made within 30 days after the date thereof. During the term of such inspection, Buyer and its authorized representatives shall be permitted access to the Property at reasonable times for the purposes of architectural inspection and design studies, and such soil borings and environmental assessment as are deemed necessary by Buyer. Buyer agrees to indemnify and defend Seller from, and to hold Seller harmless against any and all claims, causes of action or expenses, including attorney’s fees, relating to or arising from Buyer’s presence on the Property prior to the Closing Date. Buyer agrees to repair any damage to the Property caused by such inspections and to return the Property to substantially the same condition as existed prior to Buyer’s inspection. If said inspection is, in Buyer’s sole discretion, unsatisfactory to Buyer, Buyer shall notify Seller of the same in writing within 30 days from the date hereof and this agreement shall be null and void and the Earnest Money shall be refunded to Buyer. Buyer shall be entitled to actual possession of the Property on and after the Closing Date.

5. **SPECIAL ASSESSMENTS.** Buyer shall pay on or before the date of closing all current special assessments, pending or levied, for the property being purchased.
  
6. **STATE DEED TAX.** Buyer shall pay the cost of any state deed tax stamps required to be attached to the deed upon recording thereof in accordance with the requirements of any lawful authority. Buyer shall pay the cost of any Mortgage Registration Tax and the cost of any Title Insurance premium in connection with the purchase.
  
7. **HAZARDOUS WASTE AND TOXIC SUBSTANCES.** Seller shall provide all information to Buyer, within 10 days of the execution of this Purchase Agreement any Phase I and/or Phase II or any other Environmental tests that have been performed in the last twenty-four (24) months on the Property to Buyer. The Buyer, at its expense, may perform additional environmental testing to confirm that the premises are free and clear of any hazardous wastes or toxic substances. If such tests determine that said premises are contaminated and Seller does not correct said contamination, this agreement shall be null and void, all earnest money refunded to the Buyer and Buyer have no further recourse against Seller. Notwithstanding anything herein to the contrary, Buyer shall be solely responsible to determine whether there is any hazardous wastes and/or toxic substances on the property. Seller makes no representations as to the absence and/or presence of such wastes or substances. Buyer specifically waives and relinquishes any and all claims against the Seller for any costs, liability, and reimbursement for costs to clean the property relating to the presence of any hazardous wastes and/or toxic substances that may be on the property. This provision shall survive the delivery of the Quit Claim Deed at Closing.
  
8. **REPRESENTATIONS OF SELLER.** The parties signing this Agreement on behalf of Seller, hereby represent and warrant to Buyer that such persons have all authority to sign this Agreement on behalf of Seller.
  
9. **DOCUMENTATION TO BUYER:** Seller agrees to provide to the Buyer the following items within a reasonable time period following acceptance of this agreement:
  - A. A true, correct and complete copy of any and all leases and rental agreements, with current occupants, including security deposits on file.

**B.** A true, correct and complete copy of all contracts for services performed at said property over the previous twelve (12) month time period. This shall include, but not be limited to the follow: snow removal, lawn care, trash removal, roof, furnace repair service.

**C.** If applicable, as-built drawings, and any other 3<sup>rd</sup> party reports available.

- 10. SELLERS OBLIGATION.** Seller shall not execute any Lease during the period of time from the date of this Agreement through the date of closing without prior written consent of the Buyer.
- 11. LEAD AND ASBESTOS DISCLOSURE.** A risk assessment or inspection for possible lead-based paint hazards and presence of Asbestos may be performed at Buyer's expense. Buyers will have 30 days after the acceptance of this Agreement to schedule a site inspection for the presence of these substances. Any and all inspections will be done at the expense of the Buyers. If Buyers determine that the building does not meet their approval for any reason, they may void this Agreement and if voided, all earnest money will be returned to the Buyers.
- 12. SELLER'S DUTY OF MAINTENANCE AND REPAIR:** Between the date hereof and the date of closing, Seller agrees that it will maintain the premises in reasonable condition or under ordinary wear and tear and perform any work and install any equipment required to be done by leases or agreements with tenants.
- 13. AS IS PURCHASE.** Buyer acknowledges that the Property being purchased by Buyer is being purchased "AS IS". Buyer has the right and duty to inspect the Property or have it inspected by a person of Buyer's choice, at Buyer's expense. It is understood by the Buyer that the Buyer accepts the Property "AS IS" without any Representations or Warranties by the Seller except as expressly stated in this Agreement. Except as expressly provided in the Agreement, the Seller shall have no further responsibility or liability with respect to the condition of the property or Personal Property being sold with the Property. This provision shall survive the delivery of the Quit Claim Deed at Closing.

By the signatures below, with delegated authority, both the Seller and Buyer agree to the above terms.

**SELLER:**

City of Ramsey, a Minnesota municipal corporation

**BUYER:**

County of Anoka, a political subdivision under the laws of the State of Minnesota

By: \_\_\_\_\_  
Brian Hagen, City Administrator

By: \_\_\_\_\_  
Joseph J. MacPherson, County Engineer

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Document No.: 2364192.001 ABSTRACT

05/04/2022 01:40 PM

Fees/Taxes In the Amount of: \$56.00

Pamela J. LeBlanc  
Anoka Cty Property Records and Taxation  
Property Tax Administrator and  
Recorder/Registrar of Titles  
Deputy: nbjohnso



Document No.: 600932.001 TORRENS

05/04/2022 01:40 PM

Fees/Taxes In the Amount of: \$56.00

Pamela J. LeBlanc  
Anoka Cty Property Records and Taxation  
Property Tax Administrator and  
Recorder/Registrar of Titles  
Deputy: nbjohnso



**PLAT**

HIGHWAY R/W PLAT

THIS PAGE IS NOT PART OF THE ORIGINAL DOCUMENT PRESENTED FOR RECORDING  
ADDED BY ANOKA COUNTY RECORDER FOR POSTING ONLY.

MUNICIPALITY: RAMSEY

CHECKED BY: LRB/DS ON 5/4/2022

MAP # 4719

DOC. DATE: 5/4/2022

NO. OF PAGES 4

SHORT NAME: \_\_\_\_\_ HWY R/W PLAT NO 103

LONG NAME: \_\_\_\_\_ HIGHWAY RIGHT-OF-WAY PLAT NO 103

A/T	PARENT PINS	CERT #	A/T	PARENT PINS	CERT #
A	34-32-25-14-0026		T	34-32-25-41-0006	135950
A	34-32-25-14-0027		T	34-32-25-14-0029	146317
A/T	35-32-25-23-0016	137179	T	34-32-25-14-0022	125508
A	35-32-25-32-0015		A/T	34-32-25-14-0025	125508
A	35-32-25-32-0014		T	34-32-25-14-0014	146316
A	35-32-25-32-0013		A	35-32-25-32-0058	
A	35-32-25-32-0019		A	35-32-25-31-0017	
A	35-32-25-32-0047		A	34-32-25-14-0019	
A	35-32-25-32-0050		A	34-32-25-11-0030	
T	35-32-25-32-0037	136515	A	34-32-25-11-0031	
A	35-32-25-32-0004		T	35-32-25-22-0019	120992
A	35-32-25-32-0003		T	35-32-25-23-0013	121377
A	35-32-25-23-0002		A	34-32-25-11-0032	
A	35-32-25-23-0003		T	35-32-25-23-0006	112261
A	35-32-25-32-0001		T	35-32-25-31-0007	104500
A	35-32-25-32-0039		T	35-32-25-31-0024	106264
A	35-32-25-32-0041		A	35-32-25-31-0025	
A	35-32-25-32-0040		A	35-32-25-31-0026	
T	34-32-25-41-0007	116167	T	35-32-25-31-0027	108612

DIV # \_\_\_\_\_



# ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 103

County Highway Project No. SP. 002-657-003

### PROVISIONAL STATEMENTS

- The plat and equipment used in the creation of this plat, and the data used in connection therewith were examined with accuracy and care by the engineer and found to be correct.
- The plat was prepared from a plan or plans of record.
- The plat was prepared from a plan or plans of record.
- The plat was prepared from a plan or plans of record.
- The plat was prepared from a plan or plans of record.

I, **David M. DeGroot**, State Registered Professional Engineer, No. 12345, State of Minnesota, do hereby certify that the above is a true and correct representation of the facts as shown on the plat and that the same was prepared in accordance with the provisions of the laws of the State of Minnesota.

Date: **May 4** 2022

County Engineer:  
 To the Board of County Commissioners for Anoka County, Minnesota, pursuant to Board Resolution Number 2022-19, dated June 22, 2022, I hereby certify that the above is a true and correct representation of the facts as shown on the plat and that the same was prepared in accordance with the provisions of the laws of the State of Minnesota.

County Engineer:  
 To the Board of County Commissioners for Anoka County, Minnesota, pursuant to Board Resolution Number 2022-19, dated June 22, 2022, I hereby certify that the above is a true and correct representation of the facts as shown on the plat and that the same was prepared in accordance with the provisions of the laws of the State of Minnesota.

County Register of Deeds:  
 I hereby certify that the above is a true and correct representation of the facts as shown on the plat and that the same was prepared in accordance with the provisions of the laws of the State of Minnesota.

County Register of Deeds:  
 I hereby certify that the above is a true and correct representation of the facts as shown on the plat and that the same was prepared in accordance with the provisions of the laws of the State of Minnesota.

County Register of Deeds:  
 I hereby certify that the above is a true and correct representation of the facts as shown on the plat and that the same was prepared in accordance with the provisions of the laws of the State of Minnesota.

County Register of Deeds:  
 I hereby certify that the above is a true and correct representation of the facts as shown on the plat and that the same was prepared in accordance with the provisions of the laws of the State of Minnesota.

### Sheet 2 Parcels

DATA CONTAINED WITHIN THIS BOX FOR INSTRUCTIVE AND INFORMAL PURPOSES ONLY													
RIGHT-OF-WAY IN SECTION 34 & 35, TOWNSHIP 32, RANGE 25													
PARCEL	OWNER	LOCATION BY PARCEL IDENT NUMBER	DEED RECORD NUMBER	TORRENS CERTIFICATE NUMBER	ENTIRE TRACT ACRES	EXISTING RIGHT OF WAY ACRES	NEW INV. RIGHT OF WAY ACRES	PERMANENT EASEMENT ACRES	TEMPORARY EASEMENT ACRES	TEMPORARY EASEMENT ACRES	TEMPORARY EASEMENT ACRES	BALANCE OF TRACT ACRES	REMARKS
5076	WOODMEN OF WORLD LIFE INSURANCE	343225140028	5011841.024		1.153	0.000	0.000	0.000	0.000	0.000	0.000	1.153	
51	CITY OF RANSEY	343225140027	2172549.022		1.153	0.000	0.000	0.000	0.000	0.000	0.000	1.153	
52, 56	NOT USED												
59	HOWMAN LAND INVESTMENTS	353225230098		127379	17.745	0.000	0.000	0.000	0.000	0.000	0.000	17.745	
61, 63-64, 67, 73, 75, 77, 79	NOT USED												
84	RCA PROPERTIES LLC	353225300085	2119758.001		0.8704	0.000	0.000	0.000	0.000	0.000	0.000	0.8704	
85	QFS LLC	353225300094	2119795.001		0.8704	0.000	0.000	0.000	0.000	0.000	0.000	0.8704	
89	RELIABLE HOLDINGS LLC	353225300018	1979048.017		0.8704	0.000	0.000	0.000	0.000	0.000	0.000	0.8704	
87	CAMINO INVESTMENTS LLC	353225300099	2307078.001		0.8704	0.000	0.000	0.000	0.000	0.000	0.000	0.8704	
88	WILMARE HOLDINGS LLC	353225300047	2364957.005		0.8704	0.000	0.000	0.000	0.000	0.000	0.000	0.8704	
89PC, 90TE-1 & 90TE-2	LEOP PROPERTIES LLC	353225300050	2346167.006		0.8704	0.000	0.000	0.000	0.000	0.000	0.000	0.8704	
90PC, 90TE-1 & 90TE-2	ZAP PROPERTIES LLC	353225300037	2156501.001	156510	0.8704	0.000	0.000	0.000	0.000	0.000	0.000	0.8704	
91PC, 91TE-1 & 91TE-2	H R BELLY HOMES LLC	353225300024	2108747.009		0.8704	0.000	0.000	0.000	0.000	0.000	0.000	0.8704	
92	JERRY A & ANGELA M EFFER	353225300013	184375		0.8704	0.000	0.000	0.000	0.000	0.000	0.000	0.8704	
93	TORREY C JOHNSON	353225300012	2023288.005		0.8704	0.000	0.000	0.000	0.000	0.000	0.000	0.8704	
94	TORREY C JOHNSON	353225300015	2023288.005		0.8704	0.000	0.000	0.000	0.000	0.000	0.000	0.8704	
95	TORREY C JOHNSON	353225300011	2023288.005		0.8704	0.000	0.000	0.000	0.000	0.000	0.000	0.8704	
96	RELIABLE HOLDINGS LLC	353225300038	2292396.007		0.8704	0.000	0.000	0.000	0.000	0.000	0.000	0.8704	
97, 99	NOT USED												
99C	JOHN A & SHARON L FRIEDBURG	353225300041	849797.0		0.7900	0.000	0.000	0.000	0.000	0.000	0.000	0.7900	
100T	ALLEN A LINDA FARMES TRUSTEES	353225300040	2238972.001		0.8704	0.000	0.000	0.000	0.000	0.000	0.000	0.8704	
101C	PETRA A & LISA A WARD TRUST	343225410007		188167	0.8704	0.000	0.000	0.000	0.000	0.000	0.000	0.8704	
102T	MICHAEL J & JENNIFER L MCGRATH	343225410008		188167	0.8704	0.000	0.000	0.000	0.000	0.000	0.000	0.8704	
103-105	NOT USED												
109PC	LAWSEY HAMILTON TRUSTEES	343225140029		140397	1.8200	0.000	0.000	0.000	0.000	0.000	0.000	1.8200	
110PC, 110TE-1 & 110TE-2	DB PROPERTIES	343225140022		128504	1.8200	0.000	0.000	0.000	0.000	0.000	0.000	1.8200	
111PC, 111TE-1 & 111TE-2	DB PROPERTIES	343225140025		128504	1.8200	0.000	0.000	0.000	0.000	0.000	0.000	1.8200	
112PC	CONNECTIONS CHURCH	343225140014		140396	1.8200	0.000	0.000	0.000	0.000	0.000	0.000	1.8200	
113-114, 116, 118, 140-124	NOT USED												
143	RELIABLE HOLDINGS LLC	353225300036	2264807.005		0.8704	0.000	0.000	0.000	0.000	0.000	0.000	0.8704	
144-163	NOT USED												



### NOTE

All acreage shown on this plat may not be furnished by Anoka County, Great northern documents for each parcel.

\$ 56.00 / \$ 56.00

# ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 103

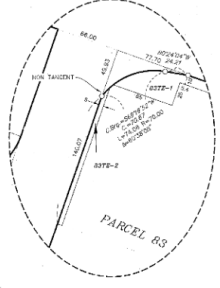
County Highway Project No. S.P. 002-657-003

### CONVENTIONAL SYMBOLS

Section Line	---
Quarter Section Line	---
Property Line	---
Plot Boundary Line	---
Existing A/R Line	---
R/W Perch Marker	○
Temporary Easement	---
Permanent Easement	---
Right-of-Way Monument	○
Adjoint Land Monument	○
Found Iron Monument	●
Found Cast Iron Monument	○
Found Right of Way Monument	●

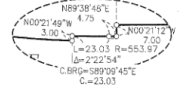


DETAIL B (NO SCALE)



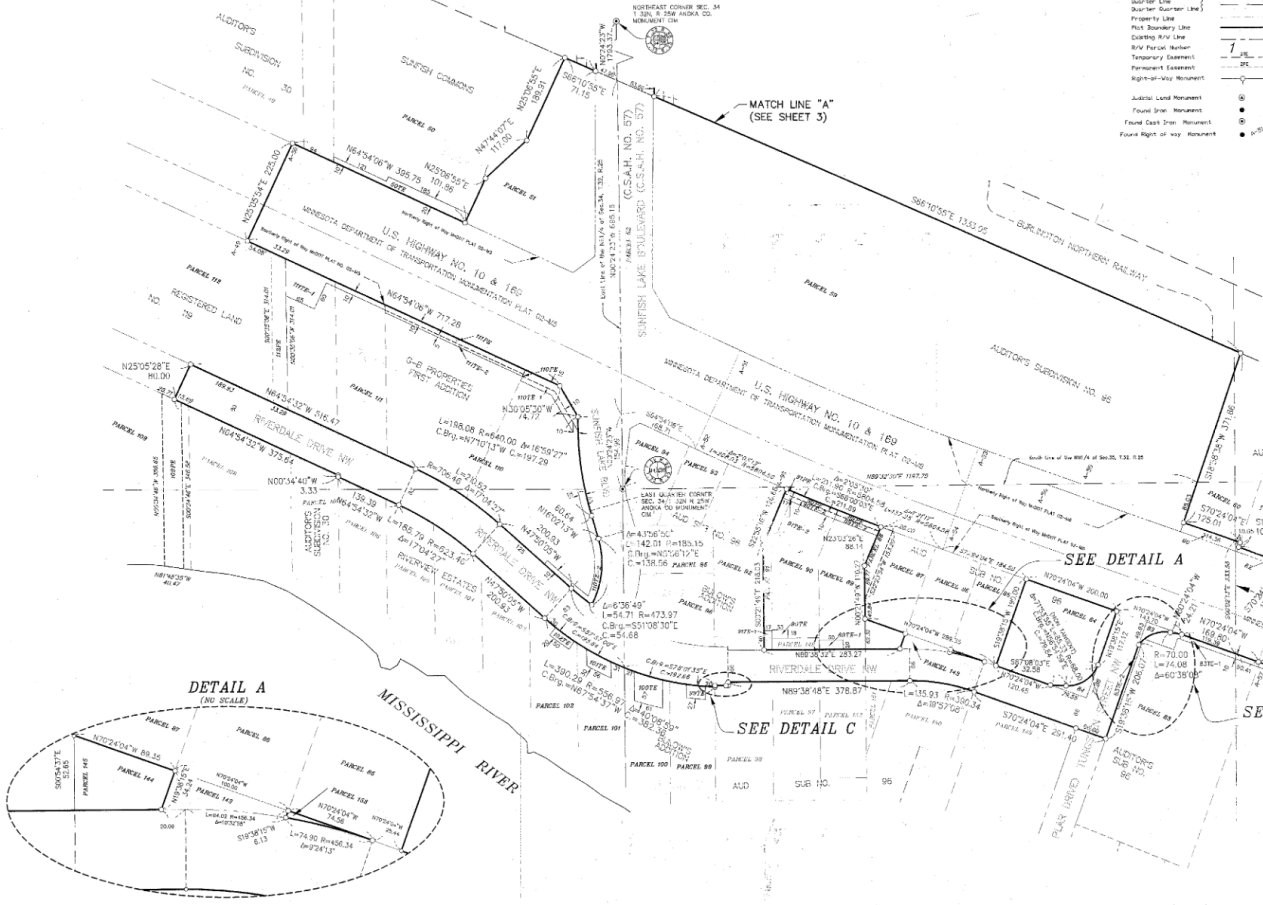
MATCH LINE "B" (SEE SHEET 4)

DETAIL C (NO SCALE)

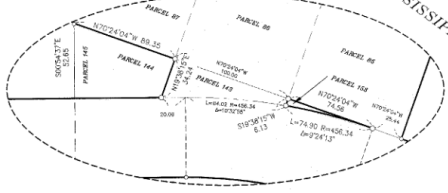


### NOTE

All parcels shown on this plat may not be surveyed. To check correct check pertinent documents for each parcel.



DETAIL A (NO SCALE)



SEE DETAIL A

SEE DETAIL C

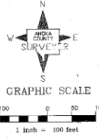
SEE DETAIL B



# ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 103

County Highway Project No. S.P. 002-657-003

- CONVENTIONAL SYMBOLS**
- Section Line
  - Quarter Line
  - Quarter-Quarter Line
  - Property Line
  - Plot Boundary Line
  - Leasing ROW Line
  - R/W Parcel Number
  - Temporary Easement
  - Permanent Easement
  - Right-of-Way Monument
  - Judicial Land Monument
  - Found Iron Monument
  - Found Cast Iron Monument
  - Found Right of Way Monument



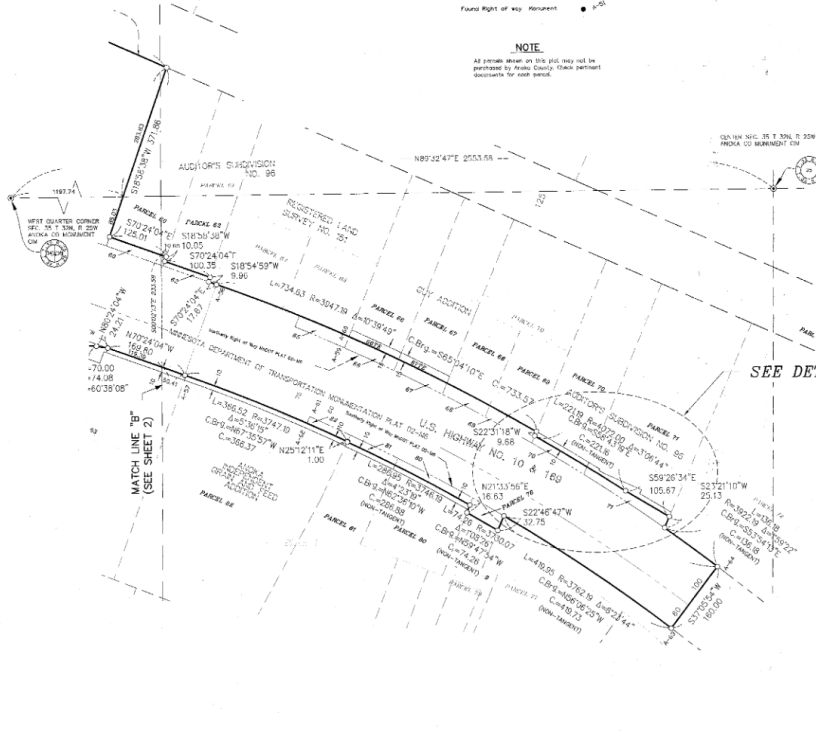
**NOTE**

All details within an 800' x 800' area will be purchased by Anoka County. Other pertinent documents for each parcel.

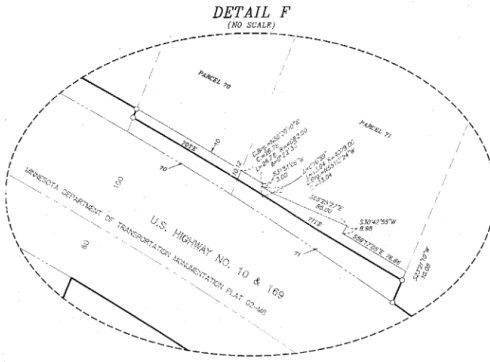
**DATA CONTAINED WITHIN THIS BOX FOR INSTRUCTIVE AND INFORMAL PURPOSES ONLY**

RIGHT-OF-WAY IN SECTION 35 TOWNSHIP 32, RANGE 25

PARCEL	OWNER	LOCATION BY PARCEL IDENT. NUMBER (P/M)	SEED RECORD NUMBER	FORREUS CORPORATE NUMBER	ENTIRE TRACT	EXISTING RIGHT OF WAY	NEW HWY. RIGHT OF WAY	PERMANENT EASEMENT	TEMPORARY EASEMENT	TEMPORARY EASEMENT	BALANCE OF TRACT	REMAINING	
												ACRES / SQUARE FEET	ACRES / SQUARE FEET
81 & 84	CITY OF HANSEY	30322930008	11201	45.381	2950	0.0000	0.0000	0.0000	0.0000	0.0000	0.3728	0.3728	15,210
82	CITY OF HANSEY	30322930007	10403	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
85	CITY OF HANSEY	30322930024	10824	38.887	2,000	2.000	2.000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
83 & 86T	8111 HANSEY PROPERTIES LLC	30322930003	201466100	11,000	11,000	11,000	11,000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
87 & 87T	8111 HANSEY PROPERTIES LLC	30322930022	2104008100	14,584	14,584	14,584	14,584	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
88	CITY OF HANSEY	30322930027	106612	10,000	10,000	10,000	10,000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
89	CITY OF HANSEY	30322930029	106613	10,000	10,000	10,000	10,000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
70 & 70T	13120 HANSEY TRAIL LLC	30322930037	133092	10,000	10,000	10,000	10,000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
71 & 71T	13120 HANSEY TRAIL LLC	30322930012	141027	10,000	10,000	10,000	10,000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
72, 73, 74	NOT USED												
75	HANSEY TRAIL HOMEOWNERS ASSOCIATION	30322930061	2275534000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
80 & 80T	HWY TO LLC	30322930001	1971933004	22,000	22,000	22,000	22,000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
81 & 81T	HWY TO LLC	30322930030	1971933004	22,000	22,000	22,000	22,000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
82 & 82T	LAND LIMITED LLC	30322930029	1332664	10,000	10,000	10,000	10,000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
83, 83T-1 & 83T-2	GENERAL CLERK & SAFETY MANUFACTURING	30322930061	2206160002	11,000	11,000	11,000	11,000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000



SEE DETAIL F



**LOAN AGREEMENT BETWEEN THE METROPOLITAN COUNCIL  
AND THE CITY OF Ramsey  
FOR PROTECTIVE ACQUISITION OF HIGHWAY RIGHT-OF-WAY**

THIS AGREEMENT is entered into this 2<sup>nd</sup> day of June, 2017, by THE METROPOLITAN COUNCIL ("the Council"), and THE CITY of Ramsey ("the Recipient").

**WHEREAS**, the Council is authorized by Minnesota Statutes section 473.167, subdivision 2, to make loans to counties, towns, and cities situated within the metropolitan area for the purpose of acquisition of property within a proposed state trunk highway right-of-way when acquisition is necessary to avert the imminent conversion of such property to a use which would jeopardize the property's availability for highway construction; and

**WHEREAS**, the Recipient is an eligible governmental unit and has applied for such a loan to accomplish the acquisition of threatened right-of-way within the officially-mapped area of US Highway 10 and Sunfish Lake Blvd, and

**WHEREAS**, the Council has authorized that such a loan be made to the Recipient from the Metropolitan Right-of-Way Acquisition Loan Fund.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants in this agreement, the Council and the Recipient agree as follows:

**I. LOAN FUNDS**

**1.01 Total Loan Amount.** The Council shall loan to the Recipient, in accordance with the loan schedule set forth in paragraph 1.02, a total loan amount not to exceed \$905,500.00. The total loan amount is reduced by a salvage value of \$0.00.

**1.02 Loan Schedule.** Upon execution of this loan agreement, the Council will advance \$ 645,000.00 to the Recipient for the purchase price of that real property described in Exhibit A, which is attached to and incorporated in this agreement. The purchase price of the real property includes any buildings or structures located on the parcel. Upon receipt by the Council of satisfactory and complete documentation describing the Recipient's actual appraisal, title evaluation, taxes and other acquisition costs, the Council will advance to the Recipient such actual costs, in an amount not to exceed \$260,500.00.

**1.03 Authorized Use of Loan Funds.** The parties agree that loan funds may be used only for the purchase price of the property described in Exhibit A, and the acquisition costs actually incurred by the Recipient to acquire the property described in Exhibit A. The parties agree that loan proceeds shall not be used to clean up contaminated soil or other pollutants, if any are discovered on the site.

## **II. ACCOUNTING, AUDIT, AND RECORDS REQUIREMENTS**

**2.01 Separate Account.** The Recipient agrees to establish and maintain a separate account for the loan and to maintain accurate and complete records and accounts relating to the receipt and expenditure of all loan funds. Such accounts and records shall be kept and maintained for a period of at least three (3) years following discharge of the loan.

**2.02 Audit.** The above accounts and records of the Recipient shall be audited in the same manner as all other accounts and records of the Recipient are audited, and may be audited and/or inspected on the Recipient's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification, during the loan period, and for a period of six (6) years following discharge of the loan.

**2.03 Acquisition Report.** The Recipient agrees that upon completion of any acquisition, the Recipient will submit to the Council an acquisition report, in a format to be determined by the Council, summarizing the acquisition costs of the property, including all eligible expenses and moving costs.

**2.04 Annual Report.** The Recipient agrees to submit, on or before June 30 of each year during which this agreement is in effect, an annual report on the status of the loan, in a form to be determined by the Council.

## **III. INCOME FROM PURCHASED PROPERTY**

**3.01 Net Rents Defined.** For purposes of this agreement, "net rents" means the total gross rent received by the Recipient from any and all tenants or users of the property, less the Recipient's actual costs for necessary maintenance, repairs, taxes, insurance, and operating expenses, and attorneys' fees associated with preparing or terminating any lease with respect to the property.

**3.02 Transfer of Net Rents.** The Recipient agrees to transfer to the Council, within forty-five (45) days of receipt, all net rents or other money received as a result of the Recipient's ownership of the property. For any given payment to the Council, the Recipient may estimate the actual costs to be deducted from gross rent.

**3.03 Adjustment for Actual Costs.** Twelve (12) months from the commencement of receipt of any rent by the Recipient from any property acquired with loan proceeds, the Recipient shall provide, in a form acceptable to the Council, documentation for all actual costs for necessary maintenance, repairs, taxes, insurance, and operating expenses, and attorneys' fees with respect to the property. Upon verification and acceptance of the documentation by the Council, the Recipient shall pay to the Council the amount, if any, determined by the Council to be necessary to adjust the estimated deduction from gross rent to reflect the actual costs.

## **IV. LOAN DISCHARGE**

**4.01 Discharge Due to Conveyance to Highway Authority.** If any parcel purchased with the loan funds is conveyed to a highway authority for construction of a highway, the Recipient shall repay to the Council, within thirty (30) days of receipt, the amount received from the highway authority for the parcel, acquisition costs and relocation expenses. If any parcel purchased with the loan funds is utilized by the Recipient, rather than the highway authority, for construction of a highway project, the Recipient shall repay the loan to the Council prior to commencing any road construction on said parcel. Upon payment of the specified amount, the Council will discharge the loan.

**4.02 Discharge Due to Changes in Plan for Highway.** If the Council notifies the Recipient that the plan to construct the highway has been abandoned or the anticipated location of the highway has changed, the Recipient shall seek the prior approval of the Council to sell the acquired property. The Recipient shall repay to the Council, within thirty (30) days of receipt, the fair market value of the property as determined by sale of the property in accordance with the Recipient's procedures required for the disposition of real property. Upon payment of the specified amount, the Council will discharge the loan.

**4.03 Discharge Due to Breach or Other Circumstances.** If the property for any other reason is sold, or if the Recipient materially breaches any term of this agreement, the Recipient shall repay the amount specified in paragraph 1.02 for the purchase price of the property and the amount actually disbursed pursuant to paragraph 1.02 for acquisition costs. The Council agrees to notify the Recipient of any material breach of the agreement and to provide a reasonable opportunity for the Recipient to cure the breach. If the Recipient fails to cure the breach, the Recipient will repay the amount specified within thirty (30) days. Upon payment of the specified amount, the Council will discharge the loan.

## **V. GENERAL CONDITIONS**

**5.01 Duration of Agreement.** The agreement is effective on the execution of this agreement and remains in force and effect until the loan is discharged.

**5.02 Interest.** The loan made in this agreement shall bear no interest.

**5.03 Declaration of Restrictive Covenants.** The Recipient agrees that it will execute, and cause to be recorded at its own expense, a declaration of restrictive covenants with reference to each parcel of land in which an interest is acquired in whole or in part from loan proceeds. The declaration of restrictive covenants shall be substantially in the form contained as a sample in Exhibit B, which is attached to and made a part of this agreement. It is the purpose of such declaration of restrictive covenants to limit the right of the Recipient to convey or encumber land or interests in land acquired with loan proceeds without the consent of the Council, and to insure that such lands and interests therein be devoted exclusively to the state highway purposes for which they were acquired.

**5.04 Agreement to Convey.** The Recipient agrees that upon the request of the authority authorized to construct the highway for which this right-of-way has been reserved, the Recipient will convey the property to the authority at the same price the Recipient paid for the property, including costs identified in paragraph 1.02 for acquisition costs.

**5.05 Rights Reserved.** If the Council finds that there has been a failure to comply with the provisions of this agreement, the Council reserves the right to take any and all actions as it deems necessary or appropriate to protect the Council's interest, provided that the Council agrees to notify the Recipient of any such failure to comply and to provide a reasonable opportunity to comply. The Recipient agrees that discharge of the loan does not invalidate continuing obligations imposed on the Recipient by this agreement. Termination of this agreement does not alter the Council's authority to disallow costs and recover funds on the basis of a later audit or other review, and does not alter the Recipient's obligation to return any funds due to the Council as a result of later audits or corrections.

**5.06 Amendments.** The terms of this agreement may be changed by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized representatives of the Council and the Recipient.

**5.07 Compliance with Law.** The Recipient agrees to conduct the activities contemplated by this agreement in compliance with all applicable provisions of Federal, state, and local laws. The Recipient further agrees to comply with all applicable laws relating to nondiscrimination, affirmative action, and public purchase, contracting, and employment. In particular, the Recipient agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, national origin, marital status, disability, status with regard to public assistance, membership or activity in a local civil rights commission, or age, and to take affirmative action that applicants and employees are treated equally with respect to all areas of employment, rates of pay and other forms of compensation, and selection for training.

**5.08 Insurance.** The recipient shall list Council as an additional named insured on Recipient's liability insurance policy, and Recipient represents to Council that Recipient carries liability insurance with the League of Minnesota Cities Insurance Trust (LMCIT) in an amount up to Recipient's statutory immunity.

**5.09 Property Maintenance.** The Recipient agrees to make reasonable efforts to maintain the property acquired with loan funds provided under this agreement in a manner compatible with the surrounding environment, as appropriate.

**IN WITNESS WHEREOF,** the parties have caused this agreement to be executed by their duly authorized representatives on the day and year first above written.

**METROPOLITAN COUNCIL**

Approved as to form:

P. We

Office of General Counsel

By

Nick Thompson

Nick Thompson  
Director, Metropolitan Transportation Services

Approved as to form:

\_\_\_\_\_

City Attorney

**CITY OF RAMSEY**

By

Samuel Stas

Mayor

ASSN.

By

Robert J. Brun

City Manager

**EXHIBIT A**

LEGAL DESCRIPTION

LOT 2, BLOCK 1, SUNFISH COMMONS, SUBJ TO EASE OF REC, CITY OF RAMSEY, COUNTY OF ANOKA, STATE OF MINNESOTA



**Meeting Date:** 07/26/2022

**Submitted For:** Sean Sullivan, Community Development

**By:** Sean Sullivan, Community Development

---

**Information**

**Title:**

Adopt Resolution #22-161 Approving First Amendment to Purchase Agreement for Parcel 50; Case of Java Properties

**Purpose/Background:**

**Purpose:**

The purpose of this case is to consider amending the Purchase Agreement with Java Properties LLC to extend the Inspection Period 180 days.

**Background:**

The City entered into a Purchase Agreement with Java Properties, LLC on December 15, 2021 to purchase and develop approximately 7 acres located South of Casey's General Store and O'Reilly Auto Parts. The Inspection Period Ended on June 15, 2022. The City received the request for the extension on June 14, 2022 prior to the Inspection Period ending. During the Inspection Period more information relating to the timing of the Hwy 10 project, specifically the Ramsey Blvd interchange, was shared with the developer. Coordination with the City and Anoka County for timing and cost of construction of the necessary turn lane from Ramsey Boulevard to Veteran's Drive and the closure of Ramsey Boulevard from Hwy 10 in 2025 are factors that need more time to be resolved. The Developer is asking the City for an extension of 6 months at the cost of \$5,000 in Additional Earnest Money to re-evaluate the project and better define project costs. Staff is supportive of this request.

**Notification:**

N/A

**Observations/Alternatives:**

The proposed development concept from Java includes a car wash and coffee shop in the initial phase. Future phases, or additions to the first phase, include a restaurant, a general retailer or other user. These uses are subject to change but all buildings constructed in the COR will need to meet COR standards or be granted the approvals necessary to receive site plan approval.

The City has expressed a willingness to consider cost sharing Peridot St and to help pay for the Extension of Veteran's Drive but these costs have not been defined. The impacts of the Highway 10 project and definition of project costs have been cited as a reason for the developer to take more time to evaluate the project before it is comfortable giving a Notice To Proceed. The construction of a right turn lane to Veteran's Drive and Ramsey Boulevard being closed for a period of time in 2025 specifically are impacting this potential project. The only changes being requested to the purchase agreement include the following:

- 1) 180 Extending the Extension Period from June 15, 2022 to December 15, 2022.
- 2) Provision of \$5,000 in Additional Earnest Money. (total of \$15,000)

Alternatives include:

- 1) Adopt Resolution #22-161 Approving First Amendment to Purchase Agreement for Parcel 50 (as presented); subject to City Attorney Review.
- 2) Adopt Resolution #22-161 Approving First Amendment to Purchase Agreement for Parcel 50 (with changes);

subject to City Attorney Review.

3) Something else.

**Funding Source:**

N/A

**Recommendation:**

The EDA met on July 16, 2022 and unanimously recommended that the City Council approve the First Amendment to Purchase Agreement on Parcel 50 with Java Properties (as presented); subject to City Attorney review

**Action:**

Motion to Adopt Resolution #22-161 Approving First Amendment to Purchase Agreement for Parcel 50 (as presented); subject to City Attorney Review.

---

**Attachments**

Site Location

ACTION - Resolution #22-161

ACTION - First Amendment to Purchase Agreement - Java

REFERENCE - Term Sheet Revised Redline

REFERENCE - Current Purchase Agreement (Executed)

Java Development Concept - Parcel 50

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**Form Review**

**Inbox**

Sean Sullivan (Originator)

Brian Hagen

Form Started By: Sean Sullivan

Final Approval Date: 07/21/2022

**Reviewed By**

Sean Sullivan

Brian Hagen

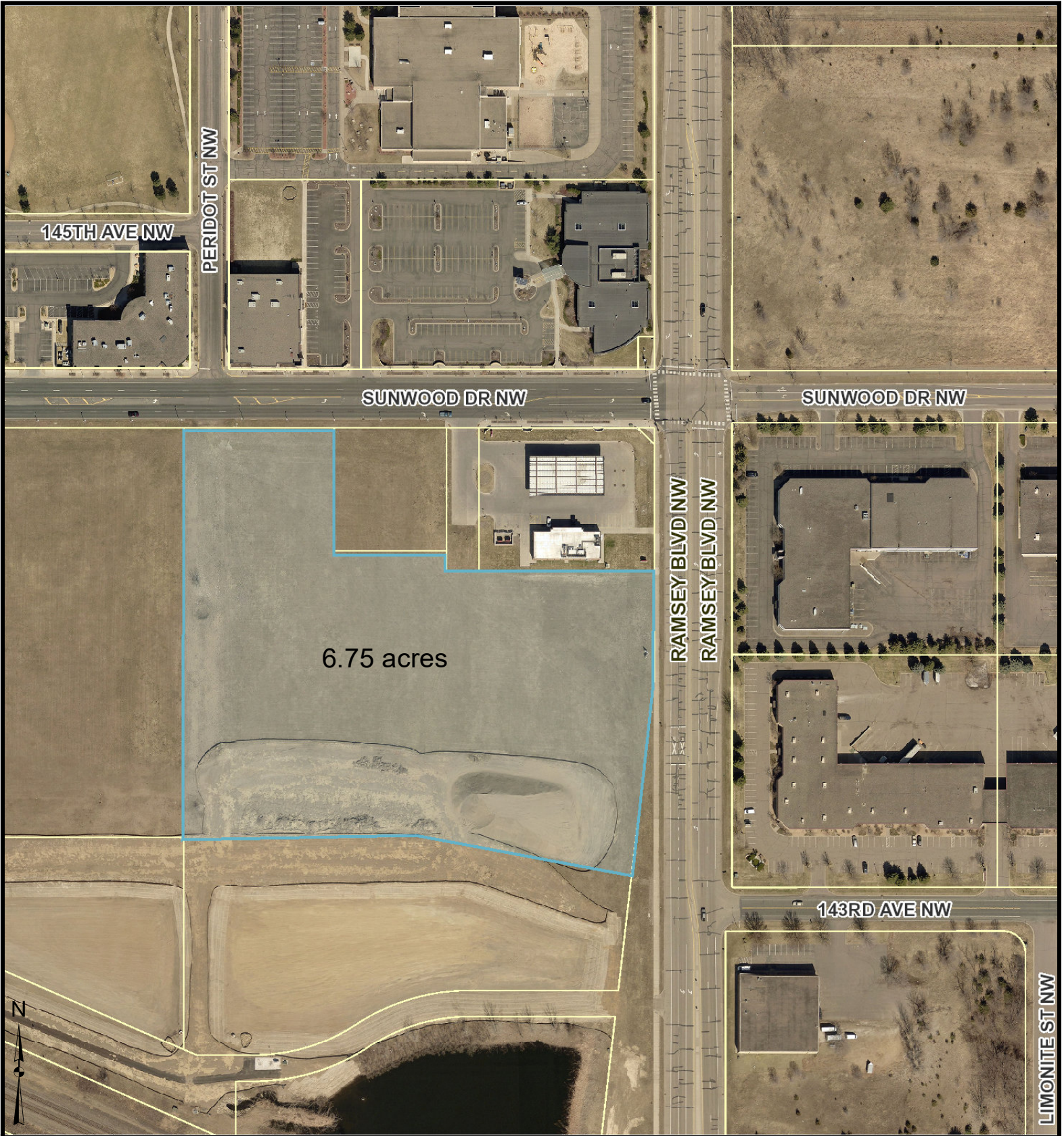
**Date**

07/18/2022 05:14 PM

07/21/2022 08:27 AM

Started On: 07/15/2022 12:49 PM

# Parcel 50 - Available Land



**Parcel Information:**    Approx. Acres: 6.75  
                                  Commissioner: MATT LOOK

**Owner Information:**



RAMSEY  
MN 55303  
Plat:

Sean Sullivan

1:2,400

Date: 10/7/2021

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Councilmember \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**RESOLUTION #22-161**

**RESOLUTION APPROVING FIRST AMENDMENT TO PURCHASE AGREEMENT FOR PARCEL 50**

**WHEREAS**, the City of Ramsey, herein referred to as the “City,” owns various parcels throughout the City of Ramsey; and

**WHEREAS**, the City approved a Purchase Agreement for the sale of the parcel legally described on **Exhibit A** (“the **Property**”), with Java Companies, L.L.C., a Minnesota Limited Liability Company or Assigns (the “Developer”) on December 14, 2021; and

**WHEREAS**, the Developer has requested an extension of 180 days to the Inspection Period at a cost of \$5,000 in Additional Earnest Money; and

**WHEREAS**, the City negotiated the terms of the First Amendment to Purchase Agreement for the sale of the parcel legally described on **Exhibit A** (“the **Property**”), with Java Companies, L.L.C., a Minnesota Limited Liability Company or Assigns (the “Developer”) that incorporate the above terms; and

**WHEREAS**, the City and Developer have negotiated a Purchase Price of \$4.50 per square foot on +/- 6.97 acres (303,613 square feet) subject to a lot split as approved in Final Plat for the Property referenced in the Purchase Agreement; and

**WHEREAS**, the City hereby declares the Property to be surplus City-owned land and is no longer needed for current or future City functions, and authorizes the property to be sold; and

**WHEREAS**, the formal Purchase Agreement requires a Right-of-Re-Entry Agreement be recorded at the closing of this land transaction; and

**WHEREAS**, the Ramsey EDA met on July 16, 2022 and unanimously recommended approval of the First Amendment to Purchase Agreement and the City Attorney has approved it to form; and

**WHEREAS**, Java Companies, L.L.C. is a company that is active and in good standing as documented in the Office of the Minnesota Secretary of State as of July 18, 2022.

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

- 1) That the City hereby declares the Property to be surplus City-owned land, and authorizes the property to be sold.

- 2) That the City hereby authorizes the sale of the Property to Java Companies L.L.C. or Assigns, for \$4.50 per square foot on +/- 6.97 acres (303,613 square feet) subject to a lot split as approved in Final Plat for the Property referenced in the Purchase Agreement for the development of five retail/office buildings depicted on Exhibit B in the Purchase Agreement.
- 3) That the City authorizes execution of the First Amendment to Purchase Agreement and requires a Right-of-Re-Entry Agreement to be recorded at the closing of this land transaction.
- 4) That the City hereby authorizes the City Administrator and Mayor to sign any and all documents necessary to close on the sale of the Property, consistent with Charter and State law requirements.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 26th day of July, 2022.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**EXHIBIT A  
DEVELOPMENT PROPERTY**

Part of Outlot A, Java Auto Parts, Anoka County Minnesota to be platted as:

**TBD, Anoka County, Minnesota**

Anoka County PID Number: A portion of 28-32-25-41-0020. (“Property”) (Approximately 6.97 acres)

**FIRST AMENDMENT  
TO  
PURCHASE AGREEMENT**

This is the First Amendment to the Purchase Agreement by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Java Companies, L.L.C.** and/or its assigns, a Minnesota Limited Liability Company (“Buyer”), with an Effective Date of December 15, 2021.

Recitals

1. **EFFECTIVE DATE.** The Effective Date remains December 15, 2021.
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller approximately 6.97 acres (303,613 SF) of vacant land, legally described as follows:

Outlot A, Java Auto Parts, to be platted as:

T.B.D. Anoka County, Minnesota

PID Number: Portion of 28-32-25-41-0020 (“Property”)

3. **PURCHASE PRICE.** The purchase price for the Property is \$4.50 / Square foot or \$1,366,259 for Phase 1 and Phase 2 as depicted on attached Exhibit and subject to square footage of platted properties (the “Purchase Price”).
4. **EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** The Buyer has deposited the sum of \$10,000.00 (the “Earnest Money”) with Servion Title (“Escrow Agent”), via wire transfer or delivery of a certified check payable to Escrow Agent. The Buyer shall deposit the sum of \$5,000 (the “Additional Earnest Money”) with the Escrow Agent in addition to the \$10,000.00 of Earnest Money previously submitted.
5. **INSPECTION PERIOD.** Buyer desires to extend the Inspection Period from June 15, 2022 to December 15, 2022.

Agreement

1. **AMENDMENT APPROVAL.** Buyer and Seller hereby approve this First Amendment to Purchase Agreement as modified by the above Recitals, which are hereby incorporated herein.
2. **REMAINING TERMS.** All other provisions of the Purchase Agreement remain unchanged except to the extent inconsistent with the terms of this First Amendment to Purchase Agreement. The terms used in this First Amendment to Purchase Agreement have the same meaning as in the Purchase Agreement.

**SELLER: City of Ramsey**, a Minnesota municipal corporation

By: \_\_\_\_\_  
Mark E, Kuzma, Mayor

Dated: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Brian Hagen, City Administrator

Dated: \_\_\_\_\_, 2022

**BUYER: JAVA COMPANIES L.L.C.**

By: \_\_\_\_\_  
Mark Krogh, Chief Manager

Dated: \_\_\_\_\_, 2022

TERM SHEET FOR JAVA COMPANIES L.L.C. - Parcel 50A – ~~7/14/22~~8/21

<b>Real Estate</b>	Tax ID Number: Portion of 28-32-25-41-0020. Part of Outlot A, Java Auto Parts (Part of Parcel 50a)
<b>Purchase Structure:</b>	<u>Phase I</u> with an Option on <u>Phase II</u> (see Exhibit A)
<b>Acreage</b>	Approximately + / - 6.97 acres or (303,613 SF) Subject to Final Plat
<b>Asking Price</b>	\$1,518,065 (\$5.00 / SF) (SF Subject to change based on approved Plat)
<b>Offer Price</b>	\$4.50 per SF (\$1,366,258) (SF Subject to change based on approved Plat) for both Phase I and Phase II
<b>Earnest Money</b>	\$10,000 Non-refundable upon <b>Notice to Proceed</b> being executed. Additional Earnest Money will need to be provided for Phase 2. <u>An additional Non-refundable \$5,000 upon Notice to Proceed being executed</u>
<b>Inspection Period</b>	<del>360</del> 180 days from <del>the later of Effective Date (Date City Council approves)</del> December 15, 2021 <del>or a fully executed PA is delivered to buyer</del> (city requires plat/ site plan approval before sale)  ***Inspection period will be increased 180 days per Lot closing (see Exhibit A for Lots)
<b>Closing</b>	Within 30 days of Notice to Proceed.
<b>Commission</b>	This was a City generated lead for a CBRE Listed property. Per the terms of the listing agreement, the City will pay 3% of gross sales price to CBRE.
<b>Extensions to Close</b>	Developer will deposit \$10,000.00 in escrow for each 90-day extension (2 extensions allowed) Once extensions are made the money becomes non-refundable.  ***The Developer will be granted 2 additional 90-day extensions per Lot purchase closing with the terms stated above. (the extra 30 days (60 to 90) is required due to the platting process and the time it is taking Anoka County to review incoming plats)
<b>City take care of</b>	Provide existing ALTA Survey and updated Title Work. The Developer will contract to plat the property as part of the site plan process. City will work with Anoka County to secure a Right in, Right out access for Veterans Drive on to Ramsey Blvd as part of the platting process.
<b>Performance</b>	City to require construction of commercial/retail buildings compliant with COR Zoning requirements and obtain a Certificate of Occupancy one year after Closing of each lot. The inspection period will be increase by 180 days per

Lot/phase closing. The Developer will enter into a Right of Re-Entry Agreement with minimum building square footage requirements for Lots 1, 2, 3 and 5, which will establish the time period to close and construct the minimum improvements for each lot. The City may exercise the Right of Re-Entry if performance requirement is not met.

**Minimum SF for each lot:**

Lot 1                      6,000

Lot 2                      550

Lot 3                      9,000

Lot 4                      3,000

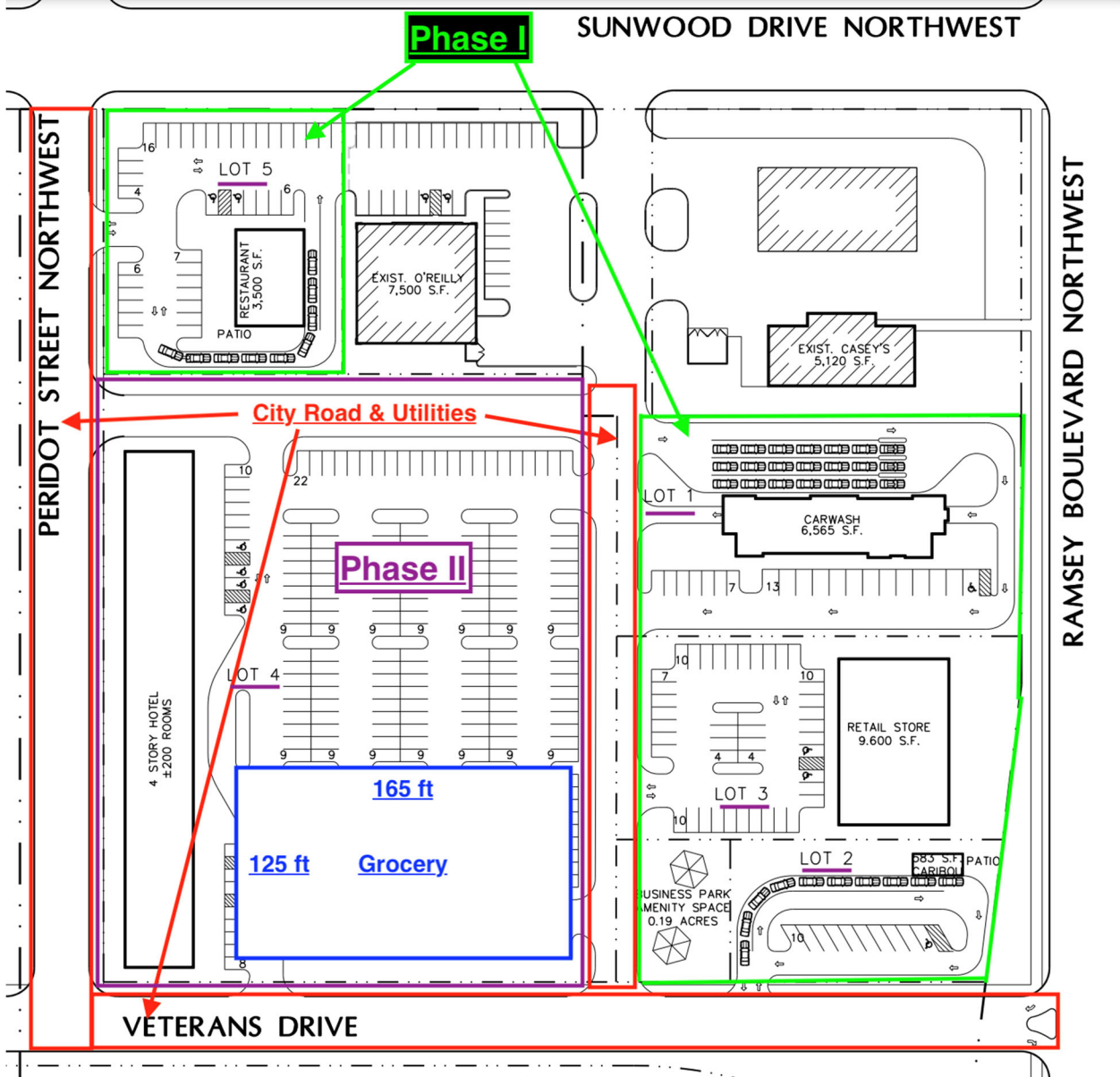
Lot 5                      20,000

**Assignment**                      Requires city approval if not same owners / company.

**Contingencies**                      None at this time

**Review**                      EDA (Sean): Land Transaction/ Purchase Agreement/ Right of Re-Entry  
Planning Commission (~~Chloe~~TBD): Land Use, Development Agreement, Site Plan, Plat  
City Council: Final Approval on both items

Exhibit A: City Street / Utilities / Lots / Phase I and II



## PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Java Companies, L.L.C. & or Assigns**, a Minnesota Limited Liability Company (“Buyer”).

In consideration of the Earnest Money, the mutual covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

- 1. EFFECTIVE DATE.** The effective date of this Agreement is **December 15, 2021** (the “Effective Date”).
- 2. SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller approximately 6.97 acres (303,613 SF) of vacant land, legally described as follows:

Outlot A, Java Auto Parts, to be platted as:

T.B.D. Anoka County, Minnesota

PID Number: Portion of 28-32-25-41-0020 (“Property”)

- 3. PURCHASE PRICE.** The purchase price for the Property is \$4.50 / Square foot or \$1,366,259 for Phase 1 and Phase 2 as depicted on attached Exhibit and subject to square footage of Platted properties (the “Purchase Price”).
- 4. EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** Within five business days after the Effective Date, Buyer must deposit the sum of \$10,000.00 (the “Earnest Money”) with Commercial Partners Title Company or other title company that is mutually agreed upon (“Escrow Agent”), via wire transfer or delivery of a certified check payable to Escrow Agent.
  - If Buyer does not deposit the Earnest Money as required above, then Seller may terminate this Agreement by written notice to Buyer; provided, however, if Buyer deposits the Earnest Money with Escrow Agent before Seller exercises Seller’s right to terminate, Seller’s right to terminate is extinguished.
  - Upon Seller’s receipt of a Notice to Proceed from Buyer in accordance with Section 9(b), all of the Earnest Money becomes non-refundable (except in accordance with Section 22 as a result of a default by Seller).

- c. If Buyer does not provide a Notice to Proceed to Seller in accordance with Section 9(b), this Agreement automatically terminates, and Escrow Agent must disburse all Earnest Money Escrow Agent holds to Buyer.
  - d. At Closing, Escrow Agent shall disburse to Seller any Earnest Money not previously disbursed to Seller, and Buyer shall receive a credit against the Purchase Price owing at Closing in an amount equal to the amount of the Earnest Money.
5. **SURVEY.** Seller has provided the Buyer an ALTA/NSPS 2016 survey (Table A, items 1, 2, 3, 4, 5, 7A, 8, 11 and 14) for Part of Outlot GG, Ramsey Town Center Addition (the "Survey") from a duly licensed surveyor dated August 11, 2016. Buyer may arrange with the surveyor to include additional information on the Survey at Buyer's expense.

6. **TITLE COMMITMENT.**

- a. Seller makes no representations or warranties with respect to the status of title to the Property. Within thirty (30) business days after the Effective Date, Seller shall, at Seller's expense, obtain a commitment from Escrow Agent to issue an owner's policy of title insurance insuring Buyer's title to the Property (the "Title Commitment") and deliver the Title Commitment and copies of or internet access to copies of all recorded documents referenced in the Title Commitment to Buyer.
- b. Buyer shall have until the date thirty (30) days after the receipt of the Title Commitment and the Survey (collectively, "**Title/Survey**") to review Title/Survey and to give Seller written notice of (i) any defects in the marketability of Seller title to the Property or any encumbrances on Seller's title to the Property that are objectionable to Buyer, and (ii) the specific actions Buyer requests that Seller take with respect to each such defect or encumbrance (a "**Title Objection Notice**"). Any defects in or encumbrances on Seller's title that Buyer does not identify in a timely Title Objection Notice are each a "**Permitted Exception**." Within three (3) business days after Seller's receipt of a Title Objection Notice from Buyer, Seller will notify Buyer, in writing, of the actions, if any, that Seller is willing to take with respect to each of the matters identified in the Title Objection Notice and the time frame in which Seller will take those actions ("**Seller's Title Notice**"). If Seller's Title Notice indicates that Seller unconditionally agrees to make Seller's title to the Property marketable on or before the closing date established pursuant to Section 10, the parties shall proceed to closing pursuant to the terms of this Agreement. If Seller's Title Notice indicates that Seller does not unconditionally agree to make Seller's Title to the Property marketable on or before the closing date established in Section 10, Buyer may, at any time with three (3) business days after Buyer's receipt of Seller's Title Notice, terminate this Agreement by written notice to Buyer in which case this Agreement is terminated and Escrow Agent must disburse any Earnest Money to Buyer ("**Buyer's Title Termination Notice**"). If Buyer does not deliver a Buyer's Title Termination Notice to Seller within the three (3)

business days after Buyer's receipt of Seller's Title Notice, than Seller must perform in accordance with Seller's Title Notice, Buyer shall be deemed to have waived Buyer's objections to the extent Seller has not agreed to address them in Seller's Title Notice, the matters to which Buyer objected and Seller did not agree to resolve are deemed Permitted Exceptions, and the parties shall proceed to Closing in accordance with the terms of this Agreement and the terms of Seller's Title Notice.

- 7. RIGHT OF ENTRY.** At all times after Buyer has deposited the Earnest Money with Seller and before the Closing, Buyer (and its employees, agents, and contractors) may enter the Property for the purpose of conducting soil tests, environmental tests and additional survey work, subject to the following conditions:
- a. Within one week after the termination of this Agreement, if either Seller or Buyer terminate this Agreement in accordance with the provisions hereof prior to Closing, Buyer must repair and or restore any damage Buyer or its employees, agents or contractors cause to the Property and remove any personal property, refuse or debris Buyer or its employees, agents or contractors brought onto or authorized third parties to bring onto the Property.
  - b. Buyer must defend and indemnify Seller from and against and hold Seller harmless Seller from all "Claims," as defined in Section 10, arising out of, resulting from or relating to any loss of or damage to any property or business or out of any injury to or death of any person, if the loss, damage, injury, or death arises or is alleged to arise either directly or indirectly and either wholly or in part from: (a) any action or omission of Buyer or its employees, agents, or contractors, while on the Property pursuant to this Section; or (b) actions or omissions of Buyer or Buyer's employees, agents, or contractors that cause or result in the release of any Hazardous Substance onto the Property or onto other property.
  - c. Buyer must comply with and shall cause it employees, agents, and contractors to comply with all applicable laws, while on the Property.
  - d. Other than a standard Phase 1 environmental assessment, Buyer may not commence any environmental testing on the Property until Buyer submits a work plan for such testing to Seller and Seller approves the work plan, in writing. Seller may not unreasonably withhold, condition or delay Seller's approval of a work plan.
  - e. Buyer must, promptly and without demand from Seller, provide Seller with true and complete copies of all draft and final reports relating to Buyer's geotechnical and environmental investigations and testing of the Property including, without limitation, any reports relating to any Phase I Environmental Site Assessment of the Property.
  - f. The cost of any test or additional survey work will be borne solely by Buyer.

The payment and indemnification provisions of this Section 7 shall survive any termination or cancellation of this Agreement and are referred to herein as the “Surviving Obligations.”

**8. PROPERTY SOLD AS IS.** Subject to Buyer’s right to terminate this Agreement pursuant to Section 9, Buyer agrees to accept the Property in its current condition, including, without limitation, its current environmental and geological condition, and in an “AS-IS” and with “ALL FAULTS” condition. Buyer’s payment of the Purchase Price at Closing constitutes Buyer’s acknowledgment and agreement that:

- a. Seller has not made any written or oral representations or warranties of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose);
- b. Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property;
- c. Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing; and
- d. The condition of the Property is fit for Buyer’s intended use.
- e. Buyer accepts all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

**9. INSPECTION PERIOD.**

- a. Except as otherwise provided in Section 6, Buyer shall have from the date that Buyer deposits the Earnest Money with Escrow Agent to **June 15, 2022** (the “**Inspection Period**”) to investigate the Property and determine, in Buyer’s sole judgment, whether (i) the condition of the Property is suitable to Buyer’s intended use; and (ii) Buyer will be able to obtain all governmental approvals (including, but not limited to, approvals necessary to subdivide and re-plat the Property) and utilities necessary for Buyer’s intended use of the Property. Buyer acknowledges and agrees that Seller has not made any covenants, representations or warranties regarding Buyer’s ability to obtain governmental approvals from the City of

Ramsey or any other governmental entity. The City of Ramsey will review, consider and act on any applications Buyer submits to the City for governmental approvals in accordance with City Code.

- b. Buyer may, at any time on or before 5:00 p.m. on the last day of the Inspection Period, terminate the Agreement by written notice to Seller based on Buyer's determination, in Buyer's sole and absolute discretion, that the condition of the Property is not suitable for Buyer's intended use or that Buyer may not be able to obtain all governmental approvals and utilities necessary for Buyer's intended use of the Property. In addition, this Agreement automatically terminates at 5:00 p.m. on the last day of the Inspection Period unless, prior to that time Buyer delivers a written notice of Buyer's intention to proceed (a "**Notice to Proceed**") to Seller.
- c. If, pursuant to Section 9(b) either Buyer terminates this Agreement or this Agreement is automatically terminated, the Escrow Agent must disburse to Buyer any Earnest Money Escrow Agent holds.

**10. DEFINITIONS.** As used in this Agreement:

**"Claim"** or **"Claims"** means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

**"Environmental Law"** means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act (the Clean Water Act), 33 U.S.C. § 1251 et seq. the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

**"Hazardous Substance"** or **"Hazardous Substances"** means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

- 11. RELEASE.** By accepting the deed to the Property, Buyer, for itself, its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors, and assigns and anyone acting on its behalf or their behalf hereby fully releases and forever discharges Seller from any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known

and unknown, existing and contingent, arising out of, resulting from, or relating to the condition of the Property, and Buyer hereby waives any and all causes of action (including without limitation any right of contribution) Buyer had, has or may have against Seller and anyone acting on its behalf with respect to the condition of the Property, whether arising at common law, in equity or under a federal, state or local statute, rule or regulation. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

**12. NOTICES.** Notices permitted or required by this Agreement must be in writing and shall be deemed given when delivered in legible form to the party to whom addressed. Notices may be sent by certified mail or e-mail. Notices are effective two business days after they are mailed via certified mail, return receipt requested or, if sent by email, upon email transmission (provided that any email transmission that occurs after 5:00 pm Pacific Time will be deemed provided on the following day). If delivered at the Closing, a notice shall be deemed given when hand-delivered to the party's representative at the Closing. The business addresses of the parties are as follows:

Seller: City Administrator  
City of Ramsey  
7550 Sunwood Drive N.W.  
Ramsey, MN 55303  
Email: [kulrich@cityoframsey.com](mailto:kulrich@cityoframsey.com)

Buyer: Java Companies, LLC & or Assigns.  
Mark R. Krogh  
879 Scheffer avenue  
St Paul, MN 55102  
Email: [andy@javacompanies.com](mailto:andy@javacompanies.com) and [mark@javacompanies.com](mailto:mark@javacompanies.com)

Notices not given in the manner or within the time limits set forth in this Agreement are of no effect and may be disregarded by the party to whom they are directed.

**13. CLOSING.** This transaction for each lot shall close within 30 days after Buyer delivers a Notice to Proceed to Seller or on such earlier date as Seller and Buyer may establish by mutual, written agreement; provided, however, Buyer may extend the Closing a total of two (2) times, each time for a period of Sixty (60) days, by depositing an additional Ten Thousand and 00/100 Dollars (\$10,000.00) earnest money with Escrow Agent for each extension. Each \$10,000 extension payment shall be non-refundable, but applicable to the Purchase Price. The Closing shall take place at the offices of the Escrow Agent, or at some other place as the parties may mutually agree prior to such date. At the option of either Party, the executed closing documents, Purchase Price and closing costs may be deposited with the Escrow Agent and disbursed by the Escrow Agent pursuant to avoid

the necessity for a Closing at which the Parties are present.

- a. **Seller's Obligations at Closing.** At Closing, Seller must deliver to Escrow Agent, for delivery to Buyer:
  - i. A limited warranty deed, duly executed and acknowledged on behalf of the City and with the City's seal affixed, conveying title to the Property, subject to (A) the lien of real estate taxes, if any, not yet due and payable and any installments of special assessments certified for payment therewith; (B) Building, Subdivision and Zoning Ordinances; (C) Matters that would be disclosed by an accurate survey of the Property; and (D) matters that constitute Permitted Exceptions pursuant to Section 6;
  - ii. A certified copy of a duly adopted City Ordinance and Resolution authorizing Seller's sale of the Property to Buyer;
  - iii. The Right of Re-Entry Agreement provided for in Section 28 below; and
  - iv. Seller's affidavits, well disclosure certificate (if required), settlement statement approved by Seller and Buyer, and any other documents required by the Escrow Agent.
  
- b. **Buyer's Obligations at Closing.** At Closing, Buyer must:
  - i. Wire Transfer (or deliver a certified check in) an amount equal to the amount of the Purchase Price adjusted for to reflect Buyer's prior payment of the Earnest Money and to reflect amounts Buyer must pay or will receive pursuant to Section 14(c), to Escrow Agent for disbursement to Seller and others pursuant to this Agreement and the Settlement Statement;
  - ii. Execute and deliver the Right of Re-Entry Agreement provided for in Section 28 below; and
  - iii. File or cause Escrow Agent to file an Electronic Certificate of Real Estate Value, if required and necessary.
  
- c. **Closing Costs.**
  - i. At Closing, the following Seller closing costs and expenses must be paid from the Purchaser Price or, if the Purchase Price is not sufficient, paid by Seller:
    1. Seller shall pay all outstanding property taxes, including but not limited to, Payable 2022 for the Property.

2. Seller shall pay all special assessments levied or pending against the Property as of the Closing Date.
  3. Seller's own attorney's fees.
  4. One-half the cost of any closing fees.
  5. The cost of real estate broker commission fees as prescribed in Section 14.
  6. State Deed Tax
- ii. At Closing Buyer must pay the Purchase Price to Seller and the following costs and expenses:
1. Buyer's portion of prorated property taxes.
  2. Buyer's own attorney's fees.
  3. One-half the cost of any closing fees.
  4. Documentary and recording fees for the deed(s).
  5. The cost of the owner's title insurance policy, if Buyer elects to purchase an Owner's title insurance policy.
- d. **Possession**. Seller must deliver possession of the Property to Buyer at Closing.

**14. REAL ESTATE BROKERS.** Seller and Buyer represent and warrant to each other that they have dealt with no brokers, real estate agents, finders or the like in connection with this transaction, other than CBRE, Inc. ("Sellers Broker"). Seller shall pay Seller's Broker as required by their agreement 3% of final gross sale price. Seller and Buyer agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any broker's fees or commissions resulting for their actions or agreements regarding the execution or performance of this Agreement, other than the fees payable to Seller's Broker, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorney's fees.

**15. ASSIGNMENT.** This Agreement may not be assigned without the written consent of the non-assigning Party. The Seller recognizes the Buyer intends to assign this Agreement to an affiliated special purpose entity that will be registered officially with the State of Minnesota.

**16. THIRD PARTY BENEFICIARY.** There are no third-party beneficiaries of this Agreement, intended or otherwise.

**17. JOINT VENTURE.** Seller and Buyer, by entering into this Agreement and completing the transactions described herein, shall not be considered joint ventures or partners.

**18. CAPTIONS.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

- 19. ENTIRE AGREEMENT / MODIFICATION.** This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver or modification of any of its terms will be effective unless in writing executed by the parties.
- 20. BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.
- 21. CONTROLLING LAW.** This Agreement is made under the laws of the State of Minnesota and such laws will control its interpretation.
- 22. REMEDIES.**
- a. If Buyer fails to perform any of the terms or conditions of this Agreement within the specified time limits, Seller may declare this Agreement terminated pursuant to Minnesota Statutes section 559.21. Seller's sole remedy in the event of Buyer's default is retention of the Earnest Money, unless Buyer defaults under Section 7 or 11 of this Agreement, in which case Seller may retain the Earnest money or suspend the performance of its obligations under this Agreement and commence an action in Anoka County District Court to recover its actual damages arising from the default.
  - b. If Seller fails to perform any of the terms or conditions of this Agreement within the specified time limits, Buyer may, as its sole remedy, declare this Agreement terminated in which case Escrow Agent and, if applicable, Seller, shall refund the Earnest Money (both the Initial Disbursement and the Remaining Earnest Money) to Buyer, or, in the alternative, Buyer may have this Agreement specifically enforced and recover any incidental damages. Buyer waives all claims for consequential damages against Seller based on Seller's breach or alleged default hereunder.
- 23. WAIVER.** Failure of Seller or Buyer to insist upon the performance of any of the covenants, agreements and/or conditions of this Agreement or to exercise any right or privilege herein shall not be deemed a waiver of any such covenant, condition or right.
- 24. SURVIVAL OF TERMS AND CONDITIONS.** The terms and conditions of this Agreement shall survive and be in full force and effect after the delivery of the deed, and shall not be deemed to have merged therein.
- 25. SEVERABILITY.** Each provision of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

- 26. CONSTRUCTION.** The Parties acknowledge that this Agreement was initially prepared by Seller solely as a convenience and that all Parties and their counsel hereto have read and full negotiated all the language used in this Agreement. The Parties acknowledge that because all Parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement to construe ambiguous or unclear language in favor of or against any Party.
- 27. COUNTERPARTS; DIGITAL COPIES.** This Agreement may be executed in any number of counterparts and the signature pages of the separate counterparts combined into a single copy of this Agreement which will then constitute a fully executed version of this Agreement. A facsimile, .pdf file or digital copy of a signed counterpart or of an assemblage of counterparts of this Agreement shall be deemed to be an original thereof.
- 28. CONSTRUCTION DEADLINE.** **Within one year from the Closing Date for each lot,** Buyer shall construct and obtain a certificate of occupancy from the City of Ramsey for a minimum SF building for each lot as defined below compliant with COR Zoning requirements to be further defined by an approved Site Plan.. At Closing, a “Right of Re-Entry Agreement” shall be executed and recorded against the Property providing that, in the event the above deadline is not met, Seller has the right to reclaim title to the parcel(s) for which a certificate of occupancy was not obtained. The deadline for obtaining the required C/O for each lot is defined below:
- a. Lot 1, 6,000 SF – C/O 12/31/2023 (Phase 1)
  - b. Lot 2, 550 SF - C/O 12/31/2023 (Phase 1)
  - c. Lot 3, 9,000 C/O 12/31/2023 (Phase 1)
  - d. Lot 4, 3,000 C/O 12/31/2024 (Phase 2)
  - e. Lot 5, 20,000 C/O 12/31/2023 (Phase 1)
- 29. TIME PERIODS.** The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. Central Time on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.
- 30. PLATTING & DEVELOPMENT AGREEMENT.** Buyer must be in the process of obtaining an approved final plat, development agreement, and building exterior visual renderings with the City of Ramsey for its intended project before Closing. The Development Agreement and Site Plan must comply with all local zoning ordinances and design standards, including The COR Design Standards.

**SELLER: The City of Ramsey, a Minnesota municipal corporation**

By: \_\_\_\_\_  
Mark E. Kuzma, Mayor

Dated: \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Kurt Ulrich, City Administrator

Dated: \_\_\_\_\_, 2021

**BUYER: JAVA COMPANIES L.L.C. & OR ASSIGNS**

By: \_\_\_\_\_  
Mark Krogh, Chief Manager

Dated: \_\_\_\_\_, 2021

**Exhibit A**

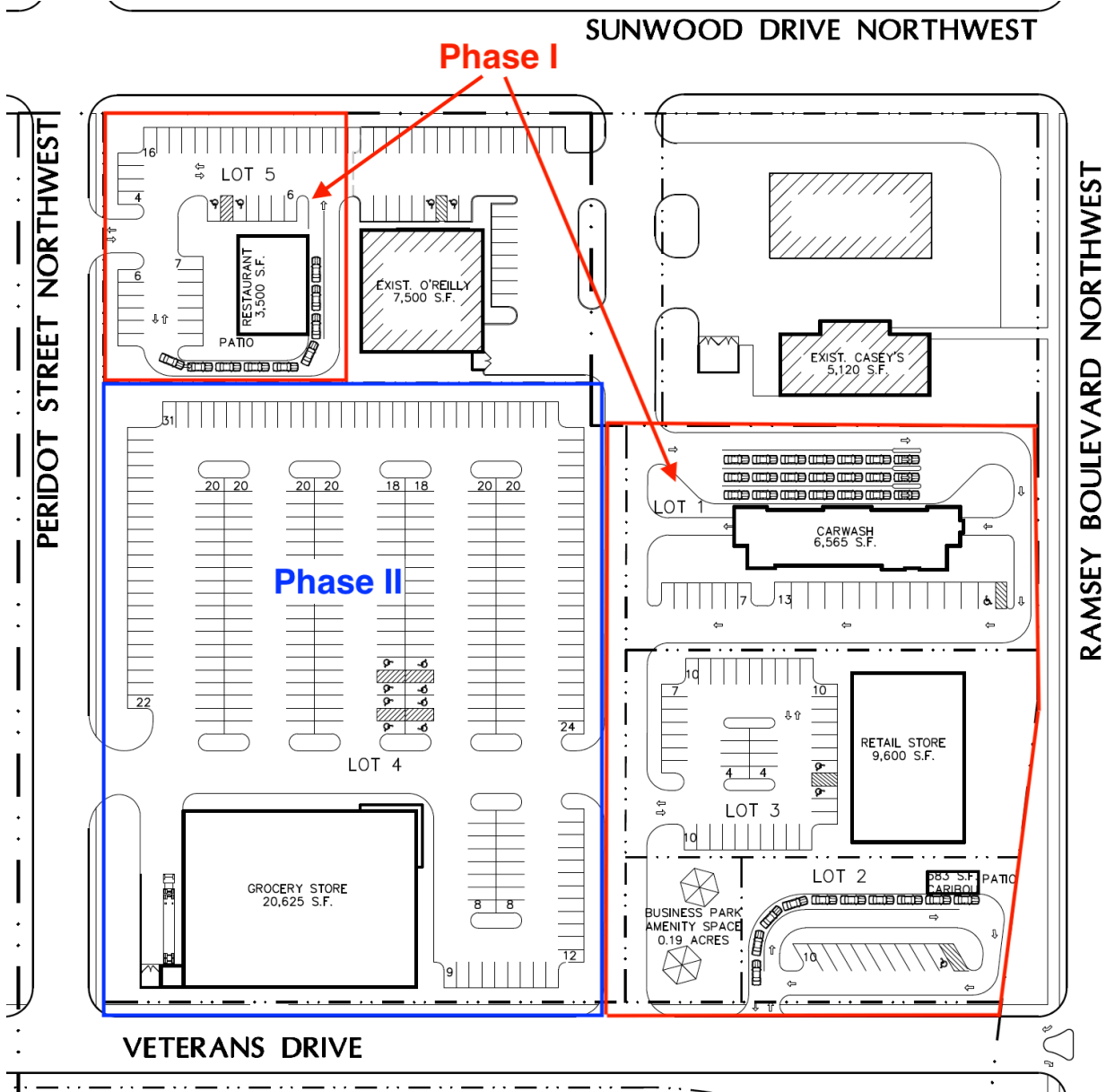
**Legal Description**

Outlot A, Java Auto Parts, to be platted as:

T.B.D. Anoka County, Minnesota

PID Number: Portion of 28-32-25-41-0020 (“Property”)  
approximately 6.97 acres (303,613 SF)

**Exhibit B**



SUNWOOD DRIVE NORTHWEST

RAMSEY BOULEVARD NORTHWEST

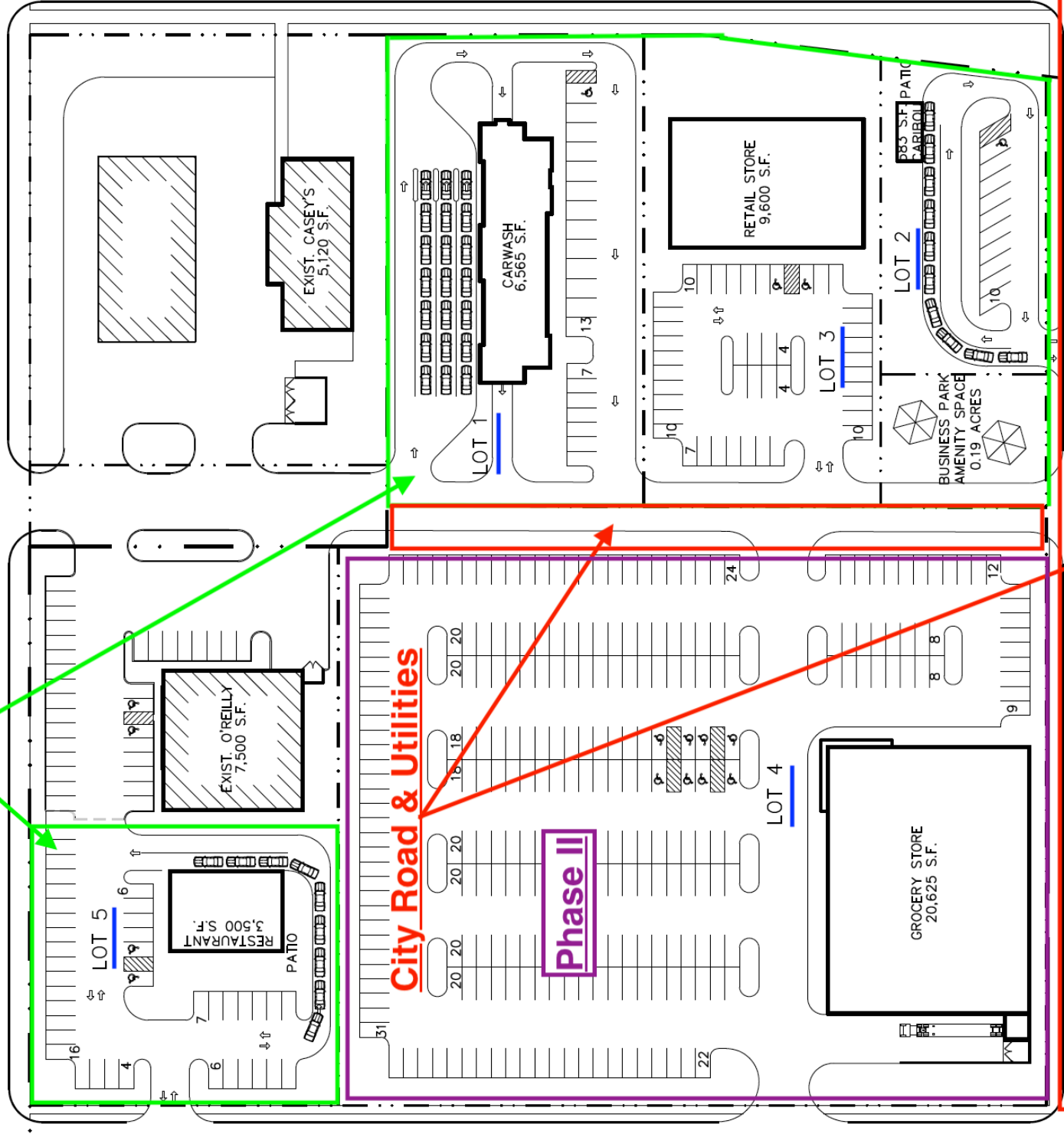
PERIDOT STREET NORTHWEST

VETERANS DRIVE

**Phase I**

**Phase II**

**City Road & Utilities**



EXIST. CASEY'S  
5,120 S.F.

EXIST. O'REILLY  
7,500 S.F.

RESTAURANT  
3,500 S.F.

CARWASH  
6,565 S.F.

RETAIL STORE  
9,600 S.F.

GROCERY STORE  
20,625 S.F.

BUSINESS PARK  
AMENITY SPACE  
0.19 ACRES

983 S.F. PATIO  
CABRIOLETTES

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

**CC Regular Session**

**5. 11.**

**Meeting Date:** 07/26/2022

**Submitted For:** Bruce Westby, Engineering/Public Works

**By:** Marsha Weidner, Engineering/Public Works

**Information**

**Title**

Adopt Resolution #22-163 Authorizing Final Payment to North Valley, Inc. for Improvement Project #21-10, Fire Station No. 1 Parking Lot Improvements.

**Purpose/Background:**

Resolution and Pay Estimate Attached.

**Observations/Alternatives:**

Issuing final payment will be contingent on receipt of the following items from North Valley, Inc.:

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

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

Project Overages

The final project cost was \$126,168.17 compared to the estimated bid cost of \$104,935.73. This was an increase of \$21,232.44 (20-percent). A large portion of this, approximately \$8,500.00 was due to the extension of a water service stub into the building, which went under the west parking lot. This required patching the route through the parking lot, including additional bituminous pavement and concrete curb and gutter. The remaining overages were due to an increase in curb and gutter replacement and bituminous patching. These increased quantities were discovered during construction due to the poor existing conditions of materials, and determined as necessary to support the new overlay pavement.

**Recommendation:**

The Engineering Technician IV has inspected the completed work and recommends approving final payment to North Valley, Inc., for Improvement Project #21-10, Fire Station No. 1 Parking Lot Improvement, in the amount of \$8,180.56.

**Action:**

Motion to adopt Resolution #22-163 authorizing final payment to North Valley, Inc., for Improvement Project #21-10, Fire Station No. 1 Parking Lot Improvement, in the amount of \$8,180.56.

**Attachments**

Resolution

Pay Estimate

**Form Review**

**Inbox**  
Bruce Westby

**Reviewed By**  
Bruce Westby

**Date**  
07/21/2022 11:02 AM

Brian Hagen  
Form Started By: Marsha Weidner  
Final Approval Date: 07/21/2022

Brian Hagen

07/21/2022 01:45 PM  
Started On: 07/18/2022 04:07 PM

Councilmember \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**RESOLUTION #22-163**

**RESOLUTION AUTHORIZING FINAL PAYMENT TO NORTH VALLEY, INC., FOR FIRE STATION NO. 1, PARKING LOT IMPROVEMENTS, IMPROVEMENT PROJECT #21-10**

**WHEREAS**, the City proposes to overlay the pavement and improve drainage of the Fire Station No. 1 Parking Lot Improvements; and

**WHEREAS**, the City staff has the capacity to prepare plans and specifications for said improvements; and

**WHEREAS**, pursuant to Ramsey City Council resolution #21-195, adopted July 27, 2021, the City Engineer has prepared plans and specifications for the purpose of advertising for bids for said improvements.

**WHEREAS**, pursuant to Ramsey City Council resolution #21-344, adopted December 14, 2021, the City Council approved final plans and specifications as prepared by the City Engineer and authorized advertisement for bids for said improvements; and

**WHEREAS**, pursuant to Ramsey City Council resolution #22-021, adopted January 25, 2022, the City Council authorized entering into a construction contract with North Valley Inc. for the making of such improvements at the contract price of \$104,935.73; and

**WHEREAS**, as of July 26, 2022 \$117,987.61 has been paid to date; and

**WHEREAS**, the Engineer Technician IV has inspected the completed work and recommends final payment to North Valley Inc., of Nowthen Minnesota, for Fire Station No. 1 Parking Lot Improvements, Improvement Project #21-10, in the amount of \$8,180.56.

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

- 1) That the City Council hereby authorizes final payment to North Valley, Inc., of Nowthen Minnesota, for Improvement Project #21-10, Fire Station No. 1 Parking Lot Improvements, in the amount of \$8,180.56.
- 2) The City Council hereby accepts the project and authorizes the Mayor or City Administrator to sign and release form for this payment.
- 3) The total amount of this payment is not included in resolutions approving payment of bills for the date of July 26, 2022.
- 4) That the City of Ramsey Finance Department will be provided a signed copy of this resolution.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 26<sup>th</sup> day of July, 2022.

\_\_\_\_\_  
Mayor

**ATTEST:**



\_\_\_\_\_  
City Clerk

## Pay Estimate Summary Sheet

Estimate Number: 2 Final  
 Project Number: 21-10  
 Project Name: Fire Station No.1 Parking Lot Improvements  
 Period Ending: June 30, 2022  
 Contractor: North Valley, Inc.  
 Address: 20015 Iguana Street NW, Suite 100, Nowthen, MN 55330

1	Original Contract Amount		\$ 104,935.73
2	Change Order(s) No. _____ Thru No. _____		
3	Total Funds Encumbered		\$ 104,935.73
4	Value of Work Completed		\$ 126,168.17
5	Retainage <u>0</u> %		\$ -
	Percent Complete <u>100%</u>		
6	Deductions or Charges		
7	Total Earned Less Retainage (Lines 4+5+6)		\$ 126,168.17
8	Previous Payment(s)		\$ 117,987.61
<b>9</b>	<b>Payment Due (Lines 7-8)</b>		<b>\$ 8,180.56</b>
10	Total Balance to Finish, Including Retainage (Lines 3-7)		\$ -

Certification of Final Payment	
I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between owner and the undersigned Contractor, and as amended by any authorized changes and the foregoing is a true and correct statement of the amount for the Final Estimate, the provisions of M.S. 290.92 have been complied with and that all claims against me by reason of the contract have been paid or satisfactorily secured.	
<u>North Valley, Inc</u> Contractor Name	<u>Leslie A. Bloom</u> Print Name
<u>President</u> Title	 Signature
	<u>July 15, 2022</u> Date

City of Ramsey Approval	
 Signature (Project Engineer)	<u>7/19/2022</u> Date
 Signature (City Engineer)	<u>7/19/2022</u> Date

Item No.	MnDOT No.	Item Description	CONTRACT AMOUNT				COMPLETED THIS PERIOD		COMPLETED TO DATE	
			Unit	Estimated Quantity	Unit Price	Extended Total	Quantity	Extended Total	Quantity	Extended Total
1	2021.501	MOBILIZATION	LS	1.0	\$ 2,248.95	\$ 2,248.95	0.0	\$ -	1.0	\$ 2,248.95
2	2104.502	SALVAGE SIGN	EA	3	\$ 53.55	\$ 160.65	0	\$ -	0	\$ -
3	2104.503	REMOVE CONCRETE CURB AND GUTTER	LF	235	\$ 8.24	\$ 1,936.40	23	\$ 189.52	337	\$ 2,776.88
4	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	390	\$ 3.05	\$ 1,189.50	0	\$ -	439	\$ 1,338.95
5	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	67	\$ 6.43	\$ 430.81	0	\$ -	67	\$ 430.81
6	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	461	\$ 4.28	\$ 1,973.08	0	\$ -	532	\$ 2,276.96
7	2104.504	REMOVE CONCRETE WALK	SY	6	\$ 37.48	\$ 224.88	0	\$ -	6	\$ 224.88
8	2105.607	COMMON EXCAVATION (EV)	CY	65	\$ 26.77	\$ 1,740.05	0	\$ -	42	\$ 1,124.34
9	2211.507	AGGREGATE BASE CLASS 5 MODIFIED (CV)	CY	100	\$ 45.01	\$ 4,501.00	0	\$ -	73	\$ 3,285.73
10	2231.604	BITUMINOUS PATCH	SY	129	\$ 34.87	\$ 4,498.23	25	\$ 871.75	374	\$ 13,041.38
11	2232.504	MILL BITUMINOUS SURFACE (1.0")	SY	4117	\$ 1.87	\$ 7,698.79	0	\$ -	4117	\$ 7,698.79
12	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	318	\$ 4.77	\$ 1,516.86	0	\$ -	325	\$ 1,550.25
13	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C) 2.0"	TON	46	\$ 137.51	\$ 6,325.46	0	\$ -	81	\$ 11,138.31
14	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) 1.5"	TON	374	\$ 100.51	\$ 37,590.74	0	\$ -	410	\$ 41,209.10
15	2521.504	4" CONCRETE WALK	SY	6	\$ 57.83	\$ 346.98	0	\$ -	0	\$ -
16	2521.504	6" CONCRETE WALK	SY	47	\$ 130.12	\$ 6,115.64	0	\$ -	66	\$ 8,587.92
17	2531.503	CONCRETE CURB & GUTTER DESIGN B612	LF	228	\$ 34.27	\$ 7,813.56	14	\$ 479.78	319	\$ 10,932.13
18	2531.503	CONCRETE CURB & GUTTER DESIGN FLAT	LF	10	\$ 34.27	\$ 342.70	0	\$ -	18	\$ 616.86
19	2531.604	CONCRETE FLUME	SY	4	\$ 192.77	\$ 771.08	0	\$ -	0	\$ -
20	2531.618	TRUNCATED DOMES	SF	80	\$ 51.40	\$ 4,112.00	0	\$ -	80	\$ 4,112.00
21	2563.601	TRAFFIC CONTROL	LS	1	\$ 1,285.11	\$ 1,285.11	0	\$ -	1	\$ 1,285.11
22	2573.503	SILT FENCE	LF	60	\$ 9.63	\$ 577.80	0	\$ -	60	\$ 577.80
23	2574.507	TOPSOIL (LV)	CY	40	\$ 51.37	\$ 2,054.80	0	\$ -	44	\$ 2,260.28
24	2574.508	FERTILIZER TYPE 3	LBS	6	\$ 2.03	\$ 12.18	0	\$ -	6	\$ 12.18
25	2575.505	SEEDING	ACRE	0.06	\$ 2,998.67	\$ 179.92	0	\$ -	0.06	\$ 179.92
26	2575.508	HYDRAULIC MULCH MATRIX	LBS	240	\$ 9.63	\$ 2,311.20	0	\$ -	240	\$ 2,311.20
27	2575.508	SEED MIXTURE 25-151	LBS	8	\$ 21.41	\$ 171.28	0	\$ -	8	\$ 171.28
28	2582.503	4" SOLID LINE PAINT (EPOXY)	LF	1640	\$ 3.74	\$ 6,133.60	0	\$ -	1632	\$ 6,103.68
29	2582.518	PAVEMENT MESSAGE PAINT (HANDICAP SYMBOL) (EPOXY)	SF	36	\$ 18.68	\$ 672.48	23	\$ 429.64	36	\$ 672.48
<b>GRAND TOTALS</b>						<b>\$ 104,935.73</b>	<b>\$ 1,970.69</b>	<b>\$ 126,168.17</b>	<b>\$ 126,168.17</b>	

Internal City Use Only		Facility Funds	Total Funds
		\$ 1,970.69	\$ 126,168.17
		\$ 1,970.69	\$ 126,168.17

**Meeting Date:** 07/26/2022

**By:** Sean Sullivan, Community  
Development

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**Information**

**Title**

Adopt Resolution #22-169 Approving Subordination Agreement and Estoppel for Oppidan Project

**Purpose/Background:**

Purpose:

The purpose of this case is to consider approval of Resolution #22-169 Subordinating the City TIF Agreement and executing an Estoppel to allow the Oppidan project to obtain financing for its project.

Background:

The City of Ramsey entered into a TIF Agreement, Assessment Agreement and Development Agreement with Oppidan. Each agreement requires Oppidan performance relating to the construction of the initial project, establishing minimum assessed values, and outlining the terms of the Pay-Go TIF financing. All terms previously agreed upon will be in force force and effect.

City TIF Attorney, Mary Ippel from Taft Law, has reviewed the attached Subordination Agreement and recommends approval. This document protects the City interest and performance requirements for the developer relating to the transfer to the new ownership entity for each lot and pending financing.

City Attorney Knaak has reviewed the Estoppel and recommends approval. The request for the Estoppel is unusual because the project is not complete but its necessary for the buyer to obtain financing. The City Attorney has assured the City that the existing development agreement and the performance requirements outlined by the Developer are not released as part of this Estoppel. The Estoppel simply confirms that the Developer is currently not in default.

**Notification:**

None required

**Observations/Alternatives:**

The City TIF Attorney, City Attorney and Staff have reviewed the Subordination Agreement and Estoppel and recommend execution of the attached documents.

**Alternatives:**

- 1) Adopt Resolution #22-169 Approving Subordination Agreement and Estoppel for Oppidan Project (as presented); subject to City Attorney review.
- 2) Adopt Resolution #22-169 Approving Subordination Agreement and Estoppel for Oppidan Project (with changes); subject to City Attorney review
- 3) Something else.

**Funding Source:**

This item is being covered under Staff duties.

**Recommendation:**

The City TIF Attorney, City Attorney and Staff have reviewed the Subordination Agreement and Estoppel and recommend execution of the attached documents.

**Action:**

Motion to adopt Resolution #22-169 Approving Subordination Agreement and Estoppel for Oppidan Project (as presented); subject to City Attorney review.

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**Attachments**

[ACTION - Resolution #22-169](#)

[ACTION Subordination Agreement](#)

[ACTION - Estoppel Certificate](#)

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**Form Review**

**Inbox**

Brian Hagen

Form Started By: Sean Sullivan

Final Approval Date: 07/21/2022

**Reviewed By**

Brian Hagen

**Date**

07/21/2022 09:44 AM

Started On: 07/20/2022 03:15 PM

Councilmember \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**RESOLUTION #22-169**

**RESOLUTION APPROVING SUBORDINATION AGREEMENT AND ESTOPPEL FOR OPPIDAN PROJECT**

**WHEREAS**, the City of Ramsey, Minnesota (the "City") entered into a Tax Increment Financing (TIF) Agreement dated August 1, 2021, with Oppidan, Incorporated, a Minnesota corporation (the "Developer") and Ramsey Industrial Owner LLC, a Delaware limited liability company (the "Owner") and the Owner partially assigned its interest in certain real property to Ramsey Industrial Owner 1 LLC, a Delaware limited liability company ("RIO 1"), Ramsey Industrial Owner 2 LLC, a Delaware limited liability company ("RIO 2") and Ramsey Industrial Owner 3 LLC, a Delaware limited liability company ("RIO 3") pursuant to Partial Assignment and Assumption of Tax Increment Financing Agreement (Bunker Lake 1), Partial Assignment and Assumption of Tax Increment Financing Agreement (Bunker Lake 2) and Partial Assignment and Assumption of Tax Increment Financing Agreement (Bunker Lake 3), respectively, all dated as of April 21, 2022 (collectively, the "TIF Agreement") relating to the construction of industrial buildings in the City as defined in the Tax Increment Financing (TIF) Agreement dated August 1, 2021 (the "Project"); and

**WHEREAS**, in order to finance the Project, the Owner, RIO 1, RIO 2 and RIO 3 have requested financing from Bank OZK (the "Lender"). As a condition of providing the financing, the City and the Developer have agreed to enter into a Subordination Agreement (the "Subordination Agreement") and execute an Estoppel Certificate (the "Estoppel"); and

**WHEREAS**, a draft of the Subordination Agreement and Estoppel has been submitted to the City Council for approval; and

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

- 1) That the City Council approves the Subordination Agreement and Estoppel in substantially the form submitted, and the Mayor, City Administrator and City Engineer are hereby authorized and directed to execute the Subordination Agreement and Estoppel on behalf of the City. In the absence of the Mayor, City Administrator and City Engineer, any document authorized by this resolution to be executed may be executed by an acting or duly designated official.

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 26<sup>th</sup> day of July, 2022.

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Mayor

**ATTEST:**

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City Clerk

This instrument was drafted by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUBORDINATION AGREEMENT**

This Subordination Agreement (this "Agreement") is made and entered into effective as of [Month] [Date], 2022 by the **CITY OF RAMSEY, MINNESOTA** (the "City") for the benefit of **BANK OZK** (the "Lender"), and is acknowledged and consented to by Oppidan, Incorporated ("Oppidan").

**WHEREAS**, Ramsey Industrial Owner 1 LLC ("RIO 1"), is the owner of certain real property situated in Anoka County, Minnesota, and legally described in Exhibit A-1 attached hereto and incorporated herein (the "Ramsey 1 Property"), Ramsey Industrial Owner 2 LLC ("RIO 2"), is the owner of certain real property situated in Anoka County, Minnesota, and legally described in Exhibit A-2 attached hereto and incorporated herein (the "Ramsey 2 Property"), and Ramsey Industrial Owner 3 LLC ("RIO 3" and together with RIO 1 and RIO 2, collectively, "Owner") is the owner of certain real property situated in Anoka County, Minnesota, and legally described in Exhibit A-3 attached hereto and incorporated herein (the "Ramsey 3 Property", and together with Ramsey 1 Property and Ramsey 2 Property, collectively, the "Property");

**WHEREAS**, the City, Oppidan and Ramsey Industrial Owner LLC ("RIO"), as predecessor in interest to RIO 1, RIO 2 and RIO 3 with respect to the Property, are parties to a TIF Increment Financing (TIF) Agreement dated August 1, 2021, as affected by that certain Partial Assignment and Assumption of Tax Increment Financing Agreement (Bunker Lake 1) whereby RIO assigned its right, title and interest in and to the Tax Increment Financing Agreement regarding Lot 1, Block 1 and Outlot A of the Property to RIO 1, and that certain Partial Assignment and Assumption of Tax Increment Financing Agreement (Bunker Lake 2) whereby RIO assigned its right, title and interest in and to the Tax Increment Financing Agreement regarding Lot 2, Block 1 of the Property to RIO 2, and that certain Partial Assignment and Assumption of Tax Increment Financing Agreement (Bunker Lake 3) whereby RIO assigned its right, title and interest in and to the Tax Increment Financing Agreement regarding Lot 3, Block 1 of the Property to RIO 3 (collectively, the "TIF Agreement");

**WHEREAS**, in connection with the TIF Agreement, RIO, Oppidan, the Anoka County Assessor and the City executed that certain Assessment Agreement dated September 2, 2021 and recorded in the Anoka County Property Records (the "Official Records") as Document No. 2340709.001 (the "Assessment Agreement", and together with the TIF Agreement, the "Redevelopment Agreements"); and

**WHEREAS**, Section 3.3 of the TIF Agreement provides that the City shall, upon the completion of Phase 1 (as described therein) improvements, execute a certain TIF Note, in which it agrees to make certain reimbursement payments to Oppidan;

**WHEREAS**, Lender has agreed to make a loan to RIO 1 in the maximum aggregate principal amount of \$12,171,676.00 (the "RIO 1 Loan"), a loan to RIO 2 in the maximum aggregate principal amount of \$12,100,548.00 (the "RIO 2 Loan"), and a loan to RIO 3 in the maximum aggregate principal amount of \$9,358,516.00 (the "RIO 3 Loan", and together with

the RIO 1 Loan and the RIO 2 Loan, collectively, the "Loan"), pursuant to a Loan Agreement to be entered into by and among Lender, RIO 1, RIO 2, RIO 3 and certain affiliates of RIO 1, RIO 2 and RIO 3 named therein (the "Loan Agreement"). The Loan is evidenced and secured by the following documents:

- i. a certain Promissory Note (the "RIO 1 Note") made by RIO 1 in the amount of the RIO 1 Loan, a certain Promissory Note (the "RIO 2 Note") made by RIO 2 in the amount of the RIO 2 Loan, and a certain Promissory Note (the "RIO 3 Note", and together with the RIO 1 Note and the RIO 2 Note, collectively, the "Note") made by RIO 3 in the amount of the RIO 3 Loan, each to be dated of even date as the Loan Agreement; and
- ii. a certain Mortgage, Security Agreement and Fixture Financing Statement executed by RIO 1 to be dated of even date as the Loan Agreement, which Mortgage is to be recorded in the Official Records (the "RIO 1 Mortgage"), a certain Mortgage, Security Agreement and Fixture Financing Statement executed by RIO 2 to be dated of even date as the Loan Agreement, which Mortgage is to be recorded in the Official Records (the "RIO 2 Mortgage"), and a certain Mortgage, Assignment of Rents, Security Agreement and Fixture Financing Statement executed by RIO 3 to be dated of even date as the Loan Agreement, which Mortgage is to be recorded in the Official Records (the "RIO 3 Mortgage", and together with the RIO 1 Mortgage and the RIO 2 Mortgage, collectively, the "Mortgage").

The Loan Agreement, the Note, the Mortgage, and all other documents and instruments evidencing, securing and executed in connection with the Loan, are hereinafter collectively referenced to as the "Loan Documents."

**NOW, THEREFORE**, in consideration of the premises and as an inducement to Lender to make the Loan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto represent, warrant and agree as follows:

1. Intentionally Blank.
2. Subordination. The City's rights under the TIF Agreement are hereby subordinated to the liens, rights and security interests created by the Loan Documents and to any and all amendments, modifications, extensions, replacements or renewals of the Loan Documents for all purposes and in all respects. Regardless of any priority otherwise available to the City by law or by agreement, Lender shall hold a first priority lien on the property encumbered by the Mortgage and any lien or interest claimed by the City shall be and remain fully subordinate for all purposes to the lien of the Mortgage. Notwithstanding the foregoing, the City shall have the right to exercise all of its rights and remedies under Article IV of the TIF Agreement and the Assessment Agreement. In the event Lender completes foreclosure, deed in lieu of foreclosure, or Lender or its designee or a third party purchaser at foreclosure sale or otherwise obtains title to any of the RIO 1 Property, the RIO 2 Property, or the RIO 3 Property, the City hereby agrees that the TIF Agreement shall automatically terminate in its entirety and be of no further force and effect, and none of Oppidan, RIO 1, RIO 2 or RIO 3 shall have any further obligations thereunder. Without limiting the foregoing, from and after such termination, the City shall have no further obligation to make payments under the TIF Note.
3. Term of Agreement. This Agreement shall be a continuing agreement, and shall remain in full force and effect with respect to the parties until such time as the Loan is paid in full.
4. Estoppel. The City hereby represents and warrants to Lender that all of the following are true as of the date of this Agreement:

- a. The City has not declared an Event of Default (as defined in the TIF Agreement) under the terms of the TIF Agreement as of the date hereof;
- b. The TIF Agreement is in full force and effect and has not been modified or amended;
- c. The City has not commenced any action or given notice for purpose of terminating the TIF Agreement, nor has the City received any such notice from Owner, Oppidan, or any of their affiliates;
- d. City agrees to provide Lender copy of any notice or demand sent to Owner or Oppidan with respect to a breach of or default under the TIF Agreement at the following address:

Bank OZK  
8300 Douglas Avenue  
Suite 900  
Dallas, Texas 75225  
Attn: Clifton Hill

with copies to:  
Bank OZK  
6<sup>th</sup> and Commercial  
P.O. Box 196  
Ozark, Arkansas 72949  
Attn: Regina Barker

5. No Assumption. The City acknowledges that Lender is not a party to the TIF Agreement and by accepting this Agreement does not become a party to the TIF Agreement, and specifically does not assume and shall not be bound by any obligations of Oppidan, RIO, RIO 1, RIO 2 or RIO 3 to the City under the TIF Agreement, and that Lender shall incur no obligations whatsoever to the City.

6. Successors. All rights and obligations arising out of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

7. Governing Law. This Agreement is made in and shall be construed in accordance with the laws of the State of Minnesota.

8. Severability. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

**IN WITNESS WHEREOF**, the parties have executed this Subordination Agreement as of [Month] [Date], 2022.

[Signature page follows]

**CITY OF RAMSEY, MINNESOTA**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Administrator

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF ANOKA     )

The foregoing instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_, the Mayor, and \_\_\_\_\_, the City Administrator of the City of Ramsey, Minnesota, a Minnesota municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public



**EXHIBIT A-1**

**RIO 1 PROPERTY**

The real property and interests in such property located in the County of Anoka, State of Minnesota and described as follows:

Lot 1, Block 1, Amsterdam Extension Second Addition, Anoka County, Minnesota, and

Outlot A, Amsterdam Second Extension Addition, Anoka County, Minnesota.

**EXHIBIT A-2**

**RIO 2 PROPERTY**

The real property and interests in such property located in the County of Anoka, State of Minnesota and described as follows:

Lot 2, Block 1, Amsterdam Extension Second Addition, Anoka County, Minnesota

**EXHIBIT A-3**

**RIO 3 PROPERTY**

The real property and interests in such property located in the County of Carver, State of Minnesota and described as follows:

Lot 3, Block 1, Amsterdam Extension Second Addition, Anoka County, Minnesota.

## ESTOPPEL CERTIFICATE

This Estoppel Certificate is made and entered into effective as of \_\_\_\_\_, 2022 by the **CITY OF RAMSEY, MINNESOTA** (the "City") for the benefit of **BANK OZK** (the "Lender").

**WHEREAS**, Ramsey Industrial Owner 1 LLC ("RIO 1"), is the owner of certain real property situated in Anoka County, Minnesota, and legally described in Exhibit A-1 attached hereto and incorporated herein (the "Ramsey 1 Property"), Ramsey Industrial Owner 2 LLC ("RIO 2"), is the owner of certain real property situated in Anoka County, Minnesota, and legally described in Exhibit A-2 attached hereto and incorporated herein (the "Ramsey 2 Property"), and Ramsey Industrial Owner 3 LLC ("RIO 3" and together with RIO 1 and RIO 2, collectively, "Owner") is the owner of certain real property situated in Anoka County, Minnesota, and legally described in Exhibit A-3 attached hereto and incorporated herein (the "Ramsey 3 Property", and together with Ramsey 1 Property and Ramsey 2 Property, collectively, the "Property");

**WHEREAS**, Lender has agreed to make a loan to RIO 1 (the "RIO 1 Loan"), a loan to RIO 2 (the "RIO 2 Loan"), and a loan to RIO 3 (the "RIO 3 Loan", and together with the RIO 1 Loan and the RIO 2 Loan, collectively, the "Loan"), pursuant to a Loan Agreement to be entered into by and among Lender, RIO 1, RIO 2, RIO 3 and certain affiliates of RIO 1, RIO 2 and RIO 3 named therein and to be secured by the Property;

**NOW, THEREFORE**, in consideration of the premises and as an inducement to Lender to make the Loan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City represents and warrants as follows:

1. Estoppel. The City hereby represents and warrants to Lender that all of the following are true as of the date of this Agreement:

- a. Grading Agreement: No default by the City exists on the date hereof under the terms of that certain City of Ramsey Grading Agreement for Oppidan

Industrial, dated September 2, 2021, by and between RIO, the City and Oppidan Holdings, LLC, a Minnesota corporation (the "Grading Agreement"), and to the best of City's knowledge, no default by any other party obligated to perform thereunder exists under the terms of the Grading Agreement on the date hereof, and all obligations, including site work, to be performed thereunder have been fulfilled to the satisfaction of the City;

- b. City Development Agreement: No default by the City exists on the date hereof under the terms of that certain City of Ramsey Development Agreement for Oppidan, dated April 12, 2022 by and between the City, Oppidan Incorporated, a Minnesota corporation ("Oppidan"), and Owner, and recorded in the Official Records as Document No. 2362834.006, (the "City Development Agreement") and to the best of City's knowledge, no default by any other party obligated to perform thereunder exists under the terms of the City Development Agreement on the date hereof, and all obligations to be performed thereunder as of the date hereof have been fulfilled to the satisfaction of the City;
- c. City agrees to provide Lender copy of any notice or demand sent to Owner Oppidan or any affiliate of either, with respect to a breach of or default under any of the foregoing agreements at the following address:

Bank OZK  
8300 Douglas Avenue  
Suite 900  
Dallas, Texas 75225  
Attn: Clifton Hill

with copies to:  
Bank OZK  
6<sup>th</sup> and Commercial  
P.O. Box 196  
Ozark, Arkansas 72949  
Attn: Regina Barker

2. Reliance. The City acknowledges that Lender has requested the information contained herein for purposes of confirming and clarifying the status of the foregoing agreements, and is relying (and will rely) on the truth and accuracy of the representations made herein and upon the authority of the City to execute this Estoppel Certificate in connection with the decision to provide financing to Owner to develop the Property.

[Signature page follows]



**EXHIBIT A-1**

**RIO 1 PROPERTY**

The real property and interests in such property located in the County of Anoka, State of Minnesota and described as follows:

Lot 1, Block 1, Amsterdam Extension Second Addition, Anoka County, Minnesota, and

Outlot A, Amsterdam Second Extension Addition, Anoka County, Minnesota.

**EXHIBIT A-2**

**RIO 2 PROPERTY**

The real property and interests in such property located in the County of Anoka, State of Minnesota and described as follows:

Lot 2, Block 1, Amsterdam Extension Second Addition, Anoka County, Minnesota

**EXHIBIT A-3**

**RIO 3 PROPERTY**

The real property and interests in such property located in the County of Carver, State of Minnesota and described as follows:

Lot 3, Block 1, Amsterdam Extension Second Addition, Anoka County, Minnesota.

Meeting Date: 07/26/2022

By: Bruce Westby, Engineering/Public Works

---

### Information

#### Title

Adopt Resolution #22-170 Approving Change Order #3 for Improvement Project #22-05, Riverdale Drive Trunk Utility Improvements, Llama Street to Bowers Drive

#### Purpose/Background:

##### Purpose:

Adopt Resolution #22-170 approving Change Order #3 for Improvement Project #22-05, Riverdale Drive Trunk Utility Improvements, Llama Street to Bowers Drive.

##### Background:

On June 29, 2022, the vacated residential home at 8846 Highway 10 was burned down by the City of Ramsey Fire Department to provide real-life training opportunities for numerous fire department personnel. Other non-destructive training opportunities were also provided for numerous fire department personnel prior to June 29th.

The resulting debris and building foundation materials must now be removed, hauled off site, and disposed of in a special landfill due to the presence of asbestos and other materials not allowed in general household landfills. The foundation area must also be filled with suitable material and must then be compacted. Topsoil must then be placed on all disturbed areas, and seed must be spread to establish turf.

Staff solicited quotes to complete this work in as timely a manner as possible per the request of the original homeowners.

##### Notification:

Notifications are not required for this case.

##### Observations/Alternatives:

Real-life training opportunities prove to be extremely valuable for fire department personnel. This home needed to be removed for Riverdale Drive to be constructed as part of Improvement Project #20-05, which is currently out for bids and is proposed to be constructed later this summer with completion scheduled in October. Therefore, burning this home not only provided valuable training for fire department personnel, it also reduced overall project costs by removing structure demolition costs.

##### Funding Source:

Two quotes were received per Staff's request. The first quote was received from Sauter and Sons, Inc. in the amount of \$15,000. The second quote received was from Douglas-Kerr Underground, LLC in the amount of \$9,800. Douglas-Kerr Underground, LLC is the City's contractor for Improvement Project #22-05. Staff confirmed that both quotes include the same work takes, including placing topsoil and seed to establish turf.

Upon receiving Minnesota Department of Transportation approval of Change Order #3 as anticipated, Municipal State Aid funds will be eligible for this work and will be used to pay for the work.

##### Recommendation:

Staff recommends adopting Resolution #22-170 approving Change Order #3 for Improvement Project #22-05, Riverdale Drive Trunk Utility Improvements, Llama Street to Bowers Drive.

**Action:**

Adopt Resolution #22-170 approving Change Order #3 for Improvement Project #22-05, Riverdale Drive Trunk Utility Improvements, Llama Street to Bowers Drive.

---

**Attachments**

Resolution 22-170

Change Order 3

Sauter Quote

Douglas-Kerr Quote

---

**Form Review**

**Inbox**

Brian Hagen

Form Started By: Bruce Westby

Final Approval Date: 07/21/2022

**Reviewed By**

Brian Hagen

**Date**

07/21/2022 01:59 PM

Started On: 07/21/2022 07:20 AM

Councilmember \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**RESOLUTION #22-170**

**RESOLUTION APPROVING CHANGE ORDER NO. 3 FOR IMPROVEMENT PROJECT #22-05, RIVERDALE DRIVE TRUNK UTILITY IMPROVEMENTS, LLAMA STREET TO BOWERS DRIVE**

**WHEREAS**, pursuant to Ramsey City Council Resolution #21-305 adopted October 26, 2021, the City Council accepted the design services proposal of Bolton & Menk, Inc. for providing engineering services required to develop final plans and specifications for the purpose of soliciting bids for the construction of Improvement Project #22-05; and

**WHEREAS**, pursuant to Ramsey City Council Resolution #22-040 the City Council approved the plans and specifications prepared by Bolton & Menk, Inc. for the making of such improvements, and authorizes the advertisement of bids for the same improvements as City Improvement Project #22-05; and

**WHEREAS**, pursuant to Ramsey City Council Resolution #22-072 the City Council authorized entering into a construction contract with Douglas Kerr Underground for the making of such improvements; and

**WHEREAS**, pursuant to Ramsey City Council Resolution #22-087 the City Council authorized executing Change Order No. 1 approving the installation of plastic watermain in lieu of ductile iron watermain to ensure utilities are operational in time to serve the Riverstone South development; and

**WHEREAS**, pursuant to Ramsey City Council Resolution #22-119 the City Council authorized executing Change Order No. 2 approving removal of the existing septic system tank serving the abandoned property at 8846 Highway 10 NW, which was proposed to be removed during Improvement Project #20-05 but collapsed during construction of Improvement Project #22-05, requiring the emergency removal of the tank due to health and safety concerns; and

**WHEREAS**, on June 29, 2022, the City of Ramsey Fire Department burned the abandoned residential home at 8846 Highway 10 NW, which required removal for the extension of Riverdale Drive, to provide real-life training opportunities for fire department personnel; and

**WHEREAS**, the burned building debris and building foundation materials must be removed, hauled off site and disposed of, the foundation area must be filled with suitable material and compacted, and turf must be established over all disturbed areas; and

**WHEREAS**, two quotes were received to complete this work and Douglas-Kerr Underground, LLC provided the lowest responsible quote in the amount of \$9,800.

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

- 1) The Ramsey City Council hereby authorizes the City Engineer to execute Change Order No. 3 for Improvement Project #22-05, Riverdale Drive Trunk Utility Improvements, Llama Street to Bowers Drive, for and on behalf of the City of Ramsey.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 26th day of July, 2022.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk



STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

Rev. February 2018

SAP	199-115-004	MN Project No.:	NA	Change Order No.	3
-----	-------------	-----------------	----	------------------	---

Project	2022 Riverdale Drive Trunk Utility Improvements				
Local Agency	City of Ramsey	Local Project No.	22-05		
Contractor	Douglas-Kerr Underground LLC				
Address/City/State/Zip	2142 330 <sup>th</sup> Avenue, Mora, MN 55051				
<b>Total Change Order Amount \$</b>	<b>9,800.00</b>				

The residential home within the project area, located at STA 2+00, was demolished by the city via a controlled burn. Only the foundation material and burn debris remain. A location map along with the completed asbestos analysis is attached for reference. This change order includes the removal of foundation debris, backfilling the excavation, and compaction.

Estimate Of Cost: <i>(Include any increases or decreases in contract items, any negotiated or force account items.)</i>					
Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
CO3 - 1	2103.501 - BUILDING REMOVAL	LUMP SUM	\$9,800.00	1	\$9,800.00
<b>Net Change this Change Order</b>					<b>\$9,800.00</b>

<b>Due to this change, the contract time:</b> <i>(check one)</i>	
<input checked="" type="checkbox"/> Is NOT changed	<input type="checkbox"/> May be revised as provided in MnDOT Specification 1806

Approved by Project Engineer: Kevin P. Kielb Date: 7/20/2022  
 Print Name: Kevin P. Kielb, P.E. Phone: 651-968-7760

Approved by Contractor: Ryan R. Kerr Date: 7/21/22  
 Print Name: Ryan R. Kerr Phone: 320-679-8937 ext. 14

Approved by City Engineer: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**DSAE Portion:** The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: \_\_\_ Federal Funding \_\_\_ State Aid Funding \_\_\_ Local funds

District State Aid Engineer: \_\_\_\_\_ Date: \_\_\_\_\_





2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

### Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 346985	Client: Renko Construction, Inc.
Account Number: C133	4484 E. Shamineau Dr
Date Received: 05/31/2022	Motley, MN 56466
Received By: Baylie Longstreth	
Date Analyzed: 06/02/2022	Project: City of Ramsey
Analyzed By: Benjamin Hill	Project Location: 8846 Hwy 10 NW., Ramsey, MN 55303
Methodology: EPA/600/R-93/116	Project Number: white stucco two story farm house

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
001	Vinyl Floor	Layered	Beige Sheet Vinyl	Asbestos Not Present	Cellulose 10 Synthetic 5	Vinyl CaCO3
001a		Layered	Tan Mastic	Asbestos Not Present	NA	Glue
002	Vinyl Floor	Homogeneous	Brown/Gold Flooring	Asbestos Not Present	Cellulose 35	Tar CaCO3 Vinyl
003	Vinyl Floor	Homogeneous	Purple Flooring	Asbestos Not Present	Cellulose 35	Tar CaCO3 Vinyl
004	Vinyl Floor	Homogeneous	Green/Red Flooring	Asbestos Not Present	Cellulose 35	Tar CaCO3 Vinyl
005	Vinyl Floor	Layered	White Caulk	Asbestos Not Present	NA	Silicone

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Quantem is a NVLAP accredited Testing PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested. NVLAP accreditation applies only to analysis performed utilizing EPA/600/M4-82-020 and EPA/600/R-93/116 methods.

This report may not be used to claim product endorsement by NVLAP or any agency of the US Government.

This report may not be reproduced except in full, without the written approval of the laboratory.



2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

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Received By: Baylie Longstreth	
Date Analyzed: 06/02/2022	Project: City of Ramsey
Analyzed By: Benjamin Hill	Project Location: 8846 Hwy 10 NW., Ramsey, MN 55303
Methodology: EPA/600/R-93/116	Project Number: white stucco two story farm house

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
005a		Layered	Blue/Green Sheet Vinyl	Asbestos Not Present	Glass Fiber	5 Vinyl CaCO3 Foam
005b		Layered	Tan/Yellow Mastic	Asbestos Not Present	NA	Glue CaCO3
006	Sheetrock / JC	Composite	White Joint Compound / Sheetrock	Asbestos Present Chrysotile <1	Cellulose	10 CaCO3 Gypsum
007	Sheetrock / JC	Composite	White Joint Compound / Sheetrock	Asbestos Present Chrysotile <1	Cellulose	10 CaCO3 Gypsum
008	Sheetrock / JC	Composite	White Joint Compound / Sheetrock	Asbestos Present Chrysotile <1	Cellulose	10 CaCO3 Gypsum
009	Plaster	Layered	White Texture	Asbestos Present Chrysotile 3	NA	CaCO3 Paint

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Quantem is a NVLAP accredited Testing PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested.

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# ASBESTOS CHAIN OF CUSTODY

2033 Heritage Park Drive, Oklahoma City, OK 73120-7502  
 (800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058

**LEGAL DOCUMENT - PLEASE PRINT LEGIBLY**

For Lab Use Only  
 Lab No. 346985  
 Accept  Reject

<b>Contact Information</b> Company: <b>Renko Construction Inc</b> Contact: <b>Chris Renko</b> Account #: <b>C133</b> SAMPLED BY: Name: <b>Chris Renko</b>		<b>Project Information</b> Project Name: <b>City of Ramsey</b> Project Location: <b>8846 Hwy 10 NW., Ramsey, MN 55303</b> Project ID: <b>white stucco two story farm house</b> PO Number:	
Phone: <b>(218) 575-2778</b>	Cell Phone: <b>(612) 599-7574</b>	E-mail: <b>renkoconstruction@brainard.net</b>	Date: <b>05/25/2022</b>

RELINQUISHED BY <i>Chris Renko</i>	VIA <b>USPS</b>	RECEIVED BY <i>[Signature]</i>	DATE & TIME <b>5/31/22 1:50</b>
---------------------------------------	--------------------	-----------------------------------	------------------------------------

REQUESTED SERVICES (Please  the Appropriate Boxes)

PLM	PLM	TEM	TEM	TURNAROUND TIME
<input checked="" type="checkbox"/> Bulk Analysis (EPA 600/R-93/116)	<input type="checkbox"/> Vermiculite Attic Insulation (EPA 600/R-04/004)	<input type="checkbox"/> Air-AHERA	<input type="checkbox"/> Bulk- Presence / Absence EPA600/R-93/116	<input type="checkbox"/> Rush
<input type="checkbox"/> 400 Point Count	<input type="checkbox"/> Other	<input type="checkbox"/> Air- NIOSH 7402	<input type="checkbox"/> Bulk- Quantitative (weight%) - Chatfield	<input type="checkbox"/> Same Day
<input type="checkbox"/> 1000 Point Count	<input type="checkbox"/> PCM	<input type="checkbox"/> Air- ISO 10312	<input type="checkbox"/> Dust- Presence / Absence	<input type="checkbox"/> 24 - Hour
<input type="checkbox"/> Gravimetric Preparation		<input type="checkbox"/> Drinking Water- EPA 100.2	<input type="checkbox"/> Dust- Quantitative (fibers/sq.cm)- ASTM D5755	<input checked="" type="checkbox"/> 3 - Day
<input type="checkbox"/> Particle ID	<input type="checkbox"/> NIOSH 7400	<input type="checkbox"/> Waste Water- EPA 600/4-83-043	<input type="checkbox"/> Other	<input type="checkbox"/> 5 - Day

No.	Sample ID (10 Characters Max)	To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
1	Vinyl Floor	<input checked="" type="checkbox"/>	Beige	Kitchen	150 sq ft	beneath laminate wood floor
2	Vinyl Floor	<input checked="" type="checkbox"/>	Brown / Gold	Living Room	221 sq ft	beneath carpet
3	Vinyl Floor	<input checked="" type="checkbox"/>	Purple	2nd Floor West Bedroom	210 sq ft	
4	Vinyl Floor	<input checked="" type="checkbox"/>	Green / Red	2nd Floor East Bedroom (front)	195 sq ft	
5	Vinyl Floor	<input checked="" type="checkbox"/>	Blue Green	Bathroom	24 sq ft	
6	Sheetrock / JC	<input checked="" type="checkbox"/>	White	Ceiling 1st Floor Den of Kitchen		" Composite Test "
7	Sheetrock / JC	<input checked="" type="checkbox"/>	White	Ceiling 1st Floor Hall		" Composite Test "
8	Sheetrock / JC	<input checked="" type="checkbox"/>	Blue	Bathroom Wall		" Composite Test "
9	Plaster	<input checked="" type="checkbox"/>	White	Kitchen Ceiling		
10	Plaster	<input checked="" type="checkbox"/>	Pink	Stairway Wall		

**SATURDAY FEDEX SAMPLE DELIVERY - CALL TO SCHEDULE** • Use this address for Saturday Delivery only: 4220 N. Santa Fe Ave., Oklahoma City, OK 73105-8517 • Mark Package "Hold for Saturday Pickup"  
 Please Note - UPS and USPS are NOT available for Saturday Delivery



# ASBESTOS CHAIN OF CUSTODY

2033 Heritage Park Drive, Oklahoma City, OK 73120-7502  
 (800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058

**LEGAL DOCUMENT - PLEASE PRINT LEGIBLY**

For Lab Use Only
Lab No. <b>346985</b>
<input checked="" type="radio"/> Accept <input type="radio"/> Reject

Project Information		Project Name:	Project Location:			
Company: Renko Construction Inc		City of Ramsey	8846 Hwy 10 NW., Ramsey, MN 55303			
No.	Sample ID (10 Characters Max)	To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
11	Plaster	<input checked="" type="checkbox"/>	Tan / Blue	2nd Floor Front East Bedroom Ceiling		
12	Shingle	<input checked="" type="checkbox"/>	Green	Roofing		
13	Stucco	<input checked="" type="checkbox"/>	White	Outside Wall Covering		
14	Window Glaze	<input checked="" type="checkbox"/>	White	1st Floor Den & 2nd Floor Stairway & Back Bedroom ( east )		
15		<input type="checkbox"/>				
16		<input type="checkbox"/>				
17		<input type="checkbox"/>				
18		<input type="checkbox"/>				
19		<input type="checkbox"/>				
20		<input type="checkbox"/>				
21		<input type="checkbox"/>				
22		<input type="checkbox"/>				
23		<input type="checkbox"/>				
24		<input type="checkbox"/>				
25		<input type="checkbox"/>				
26		<input type="checkbox"/>				
27		<input type="checkbox"/>				
28		<input type="checkbox"/>				
29		<input type="checkbox"/>				
30		<input type="checkbox"/>				



# Sauter & Sons, Inc.

## Excavating & Grading

6651 141<sup>st</sup> Ave. NW, Ramsey, MN 55303 • Phone: (763) 421-7919 • Fax: (763) 421-0797

7/11/2022

**Pearson Farm**  
**Attn: Aaron Madson**  
**8846 Hwy. US-10**  
**Ramsey, MN 55303**

**Re: 8846 Hwy. US-10 Demolition**

**Bid Includes:**

- Dumping Fees
- Basement Removal
- Fill Basement
- Black Dirt & Seed

**Total \$15,000.00**

**Bid Does Not Include:**

- Winter Conditions
- Soil Correction
- Septic Tank Pumping
- Capping of the Well(s)
- Asbestos and Hazardous Waste Removal

Bid is valid for 30 days. If you have any questions regarding this bid; please find my contact information above.

Sincerely,

**Tom Sauter/President**

**ACCEPTED BY:** \_\_\_\_\_

**DATE ACCEPTED:** \_\_\_\_\_

# QUOTE



## DOUGLAS-KERR UNDERGROUND LLC

2142 330TH AVE.

MORA, MN 55051

**Contact: RYAN KERR****Phone: 320-679-8937 EXT. 14****EMAIL: RYAN@DOUGLAS-KERR.COM**QUOTE To: CITY OF RAMSEYJob Name: PEARSON HOUSE DEMOPhone:Date of Work:Fax:Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	REMOVE/DISPOSE HOUSE, AND FILL HOLE	1.00	LS	9,800.00	9,800.00
<b>GRAND TOTAL</b>					<b>\$9,800.00</b>

**NOTES:**

- QUOTE ONLY GOOD WITH CITY PROVIDED TEST RESULTS

**CC Regular Session**

**5. 14.**

**Meeting Date:** 07/26/2022

**By:** Brian Hagen, Community Development

---

**Information**

**Title**

Adopt Resolution #22-172 Accepting \$100 Cash Donation from Mr. John King

**Purpose/Background:**

Mr. John King has donated money to the City to be put towards general maintenance of the Dog Park located at Alpine Park.

**Recommendation:**

Staff recommends accepting this donation.

**Action:**

Motion to adopt Resolution #22-172 Accepting \$100 Cash Donation from Mr. John King.

---

**Attachments**

[ACTION Resolution #22-172](#)

---

**Form Review**

**Inbox**

Brian Hagen

Form Started By: Brian Hagen

Final Approval Date: 07/21/2022

**Reviewed By**

Brian Hagen

**Date**

07/21/2022 09:37 AM

Started On: 07/19/2022 04:37 PM

Councilmember \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**RESOLUTION #22-172**

**RESOLUTION ACCEPTING CASH DONATION FOR DOG PARK MAINTENANCE**

**WHEREAS**, MN State Statute 465.03 requires that a city pass a resolution that accepts any donations or grants and

**WHEREAS**, two-thirds majority of the council members must adopt said resolution to formally accept donation; and

**WHEREAS**, the City of Ramsey has received a cash donation from Mr. John King in the amount of \$100;

**WHEREAS**, the donation will be applied towards the dog park for maintenance activities.

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

- 1) That the Ramsey City Council hereby accepts the donation made by Mr. John King in the amount of \$100.
- 2) The donation shall be applied to general maintenance and operation of the Dog Park location at Alpine Park.

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 26<sup>th</sup> day of July, 2022.

---

Mayor

**ATTEST:**

---

City Clerk

Meeting Date: 07/26/2022

By: Bruce Westby, Engineering/Public Works

---

### Information

#### Title

Adopt Resolution #22-171 Approving Proposal for Exploratory Watermain Excavation for Improvement Project #21-08, Water Treatment Plant Trunk Watermain Improvements.

#### Purpose/Background:

##### Purpose:

The purpose of this case is to adopt Resolution #22-171 approving the proposal from Dave Perkins Contracting, Inc. to complete exploratory watermain excavation work as needed to finalize plans for rebidding Improvement Project #21-08, Water Treatment Plant Trunk Watermain Improvements.

##### Background:

As part of the development of The COR (previously Ramsey Town Center), municipal water supply wells and trunk watermain was constructed throughout The COR. Unfortunately, the developer went bankrupt before development of The COR was complete so the City never received asbuilt record plans for much of the infrastructure that was constructed, including trunk watermain lines.

Numerous watermain lines exist in the southeast quadrant of the intersection of Bunker Lake Boulevard and Center Street. These lines include raw watermain that carries untreated water from the municipal wells to the pump houses where chemicals are added to treat the water, and finished watermain that carries the treated water to the trunk water supply distribution system. These trunk watermain lines cannot be accurately located without uncovering them and surveying them to determine their exact locations. Asbuilt plans can then be made using this data. While these lines are uncovered they will also be tapped to verify the lines are in use and were not abandoned in place.

This work will allow the final plans to be updated to minimize chances for change orders during construction of the trunk watermain improvements, and will allow Staff to prepare asbuilt record plans that can then be provided to developers seeking to develop this City-owned property in the future, which has presented barriers to development in the past.

##### Notification:

Notifications are not required for this case.

##### Funding Source:

This work is proposed to be funded using water utility funds.

##### Recommendation:

Staff recommends approving the proposal from Dave Perkins Contracting, LLC in the amount of \$13,575 for exploratory watermain excavation work for Improvement Project #21-08, Water Treatment Plant Trunk Watermain Improvements.

This work will not only allow the plans for Improvement Project #21-08 to be completed, it will also allow Staff to prepare asbuilt record plans for the trunk watermain in the southeast quadrant of the intersection of Bunker Lake Boulevard and Center Street, which Staff will then be able to share with developers as future development proposals are received for this City-owned property. .

**Action:**

Adopt Resolution #22-171 approving proposal for exploratory watermain excavation for Improvement Project #21-08, Water Treatment Plant Trunk Watermain Improvements.

---

**Attachments**

Resolution 22-171

Forest Lake Proposal

Dave Perkins Proposal

---

**Form Review**

**Inbox**

Brian Hagen

Form Started By: Bruce Westby

Final Approval Date: 07/21/2022

**Reviewed By**

Brian Hagen

**Date**

07/21/2022 03:00 PM

Started On: 07/21/2022 07:23 AM

Councilmember \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**RESOLUTION #22-171**

**RESOLUTION APPROVING PROPOSAL FOR EXPLORATORY WATERMAIN EXCAVATION FOR IMPROVEMENT PROJECT #21-08, WATER TREATMENT PLANT TRUNK WATERMAIN IMPROVEMENTS**

**WHEREAS**, pursuant to Ramsey City Council Resolution #19-248 adopted October 8, 2019, a professional services contract was awarded to SEH, Inc. for the purpose of analyzing the City's municipal water supply system source water, developing a water system model, and preparing a preliminary design report for a centralized water treatment plant to ensure that the City's municipal water supply system will continue to provide adequate quantities of safe drinking water into the foreseeable future; and

**WHEREAS**, pursuant to Ramsey City Council Resolution #21-061 adopted March 9, 2021, a professional services contract was awarded to SEH, Inc. for all design and construction services needed to allow the trunk watermain improvements needed to support the centralized water treatment plant to be designed, bid, and constructed before the water treatment plant is constructed; and

**WHEREAS**, pursuant to Ramsey City Council Resolution #21-303 adopted October 26, 2022, final plans and specifications prepared by SEH, Inc. were approved and advertisements for bids were authorized for said improvements, and

**WHEREAS**, pursuant to Ramsey City Council Resolution #22-033 adopted January 25, 2022, all bids were rejected and Staff was authorized to work with SEH, Inc. to revise the approved plans to reduce project costs and to monitor the bidding environment to identify the most favorable time to bid the project again; and

**WHEREAS**, while revising plans it was determined that exploratory watermain excavation work was needed to accurately determine the locations and depths of trunk watermain lines in the southeast quadrant of Bunker Lake Boulevard and Center Street; and

**WHEREAS**, two quotes were received to complete this work and Dave Perkins Contracting, Inc. provided the lowest responsible quote in the amount of \$13,575.

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

- 1) The Ramsey City Council hereby approves the proposal from Dave Perkins Contracting, Inc. for exploratory watermain excavation in support of Improvement Project #22-05, and authorizes the City Engineer to execute the proposal for and on behalf of the City of Ramsey.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 26th day of July, 2022.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

**From:** [Bob Vollhaber](#)  
**To:** [Aaron Madsen](#)  
**Cc:** [Rodney Riemann](#)  
**Subject:** pricing for watermain exploration work  
**Date:** Friday, July 1, 2022 2:13:31 PM  
**Attachments:** [image001.jpg](#)

---

Aaron,

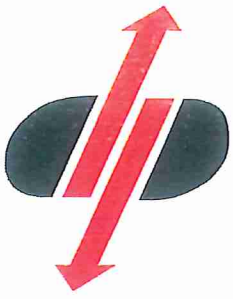
Price to dig 2 exploratory watermain excavations to determine existing pipe layout is \$19,500. This is for the work you and Rodney discussed onsite (I have not received any sketch or plan from you). Price includes restoring class 5 aggregate base and bit patching with 3" of mix placed with skidsteer as I understand the patch is temporary in nature. Price does not include special excavation and or shoring methods if in place utilities preclude normal excavation and placing of trench box to safely excavate to invert of watermain pipes.

Let me know if you have any questions.

Thanks,

Bob Vollhaber  
President  
**FOREST LAKE CONTRACTING, INC.**  
14777 Lake Drive  
Forest Lake, Minnesota 55025  
Phone: 651-464-4500  
Fax: 651-464-4722  
[bob@forestlakecontracting.com](mailto:bob@forestlakecontracting.com)





**dave  
perkins  
contracting  
inc.**

19745 Nowthen Blvd. NW - Nowthen, MN 55303 \* (763) 427-0109 \* (763) 427-3806

July 6, 2022

City of Ramsey

Ref : Bunker Lake Blvd & E Town Center Drive

Sub: Raw Water Main Exploration Dig

2 – Exploratory Digs & Back Fill  
Remove & Replace Disturbed Area

BID: \$13,575.00  
All Permit Fee's Add To Bid Amount  
Dewater Extra If Required

BY: Rene' Perkins (President)

  
Dave Perkins Contracting, Inc.

Grade & Backfill With Existing Material. No Soil Correction. No Haul Off. No Erosion Control. Staking By Others. Dewatering Extra If Required. Not Responsible For Private Utilities Locate By Others. Not Responsible For Any Unforeseen Circumstances Would Be Extra. No Sub Grade Stabilization. No Restoration. Permits Fees Paid By Owner. Add 1.5 % If Bond Required. Frost As Per Hourly Rate. **Bid Good For 7 Days. Due To Supply Shortage.**

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PRE-LIEN NOTICE

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

**CC Regular Session**

7. 1.

**Meeting Date:** 07/26/2022

**Submitted For:** Sean Sullivan, Community Development

**By:** Sean Sullivan, Community Development

---

**Information**

**Title:**

Adopt Resolution #22-162 Approving Grant from Sign and Awning Program: Miss Iz Ice Cream LLC

**Purpose/Background:**

**PURPOSE**

Consider approval of \$1,500 grant from Sign and Awning Program for Miss Iz Ice Cream LLC.

The City of Ramsey City Council adopted the Restaurant Subsidy: Sign and Awning Program on July 24, 2018 per Resolution #18-158. This program along with the SAC and WAC deferral loan program was part of an initiative to encourage more investment in new restaurants in the City of Ramsey. To date, only the Kitchen Table and Alison's Petite Pastries have been granted funds from the Sign and Awning Program.

Staff has been working with Miss Iz Ice Cream this year to open up a new shop at 14050 St Francis Blvd NW, Suite B2 (Former Papa Murphy's location). The business will operate as a 50's theme ice cream / soda shop with counter service period decor and seating

Staff has received a complete application and is looking for the City Council to consider this grant request for \$1,500 from the Sign and Awning Program.

**Notification:**

N/A

**Observations/Alternatives:**

Miss Iz Ice Cream has signed a five-year lease in Ramsey Town Square at 10450 St. Francis Boulevard NW Suite B2. Staff is viewing this new ice cream business as a new restaurant due to the onsite seating options and proposed operation of its business. This business is unique as well and brings a new restaurant type to the community. The applicant has received two bids for the onsite signage. On July 16, 2022, the EDA determined that this business is eligible for the Restaurant Sign and Awning Program and supports the grant request of \$1,500.

**Alternatives Include:**

- 1) Adopt Resolution #22-162 Approving Grant from Sign and Awning Program: Miss Iz Ice Cream LLC (as presented)
- 2) Adopt Resolution #22-162 Approving Grant from Sign and Awning Program: Miss Iz Ice Cream LLC (with changes)
- 3) Something else.

**Funding Source:**

Funding would come from the EDA 9230.6246 (marketing). The Applicant is requesting a \$1,500 grant from the City Sign and Awning Program. This is the maximum allowable amount proposed under the program guidelines. The total estimated cost of the project is approximately \$8,000. Miss Iz Ice Cream would be responsible for the balance.

**Recommendation:**

The EDA met on July 16, 2022 and unanimously recommended approval of a \$1,500 grant from the Sign and Awning Program for Miss Iz Ice Cream.

**Action:**

Motion to Adopt Resolution #22-162 Approving Grant from Sign and Awning Program: Miss Iz Ice Cream LLC (as presented)

---

**Attachments**

ACTION - Resolution #22-162

ACTION - Application Mizz Iz Ice Cream

REFERENCE - Adopted Sign And Awning Program Policy

REFERENCE - Resolution #18-158

---

**Form Review**

**Inbox**

Sean Sullivan (Originator)  
Brian Hagen  
Form Started By: Sean Sullivan  
Final Approval Date: 07/21/2022

**Reviewed By**

Sean Sullivan  
Brian Hagen

**Date**

07/18/2022 04:44 PM  
07/21/2022 08:29 AM  
Started On: 07/15/2022 12:50 PM

Councilmember \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**RESOLUTION #22-162**

**RESOLUTION APPROVING GRANT FROM SIGN AND AWNING PROGRAM TO MISS IZ ICE CREAM LLC**

**WHEREAS**, City Staff has been working with Miss Iz Ice Cream LLC (The “Applicant”) to identify a Ramsey location for this growing home business; and

**WHEREAS**, the Applicant has filled out a complete application for the Sign and Awning program at 14050 St Francis Boulevard NW and has requested \$1,500 to fund the signage for this new restaurant/bakery; and

**WHEREAS**, utilization of the Sign and Awning program is based on the availability of EDA marketing funds (9230-6246) on an annual basis and is awarded on a case by case basis; and

**WHEREAS**, the Applicant has received two quotes and the cost for the restaurant signage and monument signage is approximately \$8,000; and

**WHEREAS**, The EDA met on July 16, 2022 and recommended awarding \$1,500 to Miss Iz Ice Cream LLC from the Sign and Awning program; and

**WHEREAS**, Miss Iz Ice Cream LLC is a company that is active and in good standing as documented in the Office of the Minnesota Secretary of State as of July 18, 2022.

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

- 1) That the City Council authorizes awarding a grant of \$1500 from the Sign and Awning Program to Miss Iz Ice Cream to be funded through 9230-6246 (EDA Marketing); subject to Economic Development Manager review and completion of the project.

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 26<sup>th</sup> day of July, 2022.

---

Mayor

**ATTEST:**

---

City Clerk

# Restaurant Subsidy: Sign and Awning Program Application

Business Owner:

Jess Pratt

Property Owner/Management Contact Name:

Gregg Sutherland - Ramsey Towne Sq.

Business Name:

Miss 12 Ice Cream

Address to be improved:

14050 St. Francis Blvd. Ramsey

Phone(s): 763-350-5055

Email: Jess@miss12icecream.com

Short Project Description:

New signage on exterior - light-up

Total Improvement Cost: \$11,000 Grant Request: \$1,500

Contractor Name Bid Amount

1. Indigo - \$6100 cabinet sign \$11045 channel letters

2. JDI - \$ 7,779.41 Channel Letters

Your application is not complete if you do not include:

1. Minimum two bids

(If you are doing the work yourself, attach a copy of the material costs on letterhead from the material supplier)

1. Sketch/Image of Project
2. Sign Permit

(You may apply without a permit, but EDA staff must receive it prior to disbursing funds)

3. W-9 Form
4. Photograph(s) of building prior to improvement

I AGREE with and UNDERSTAND the following:

I have read and am within the guidelines for the Sign & Awning Grant Program. I understand that if any information is incorrect or incomplete, my chances of receiving funding will be delayed and/or hindered.

Prop. Owner/Mgmt Name: Gregg Sutherland - Ramsey Town Square

Signature: [Signature]

Date: 7-8-22

Applicant Name: [Signature]

Signature: Jessica Pratt

Date: 7/1/22

Applications will be reviewed in the order they are received.

Quote # 88382

Miss Iz Ice Cream

Ramsey, MN

Project Manager:  
Russ Anderson

Drawn by: GAN

Page Scale: 3/4" = 1' 0"  
Page Size: 11 x 17

X

Drawing Date: 6/28/2022  
Rev1 Date:  
Rev2 Date:

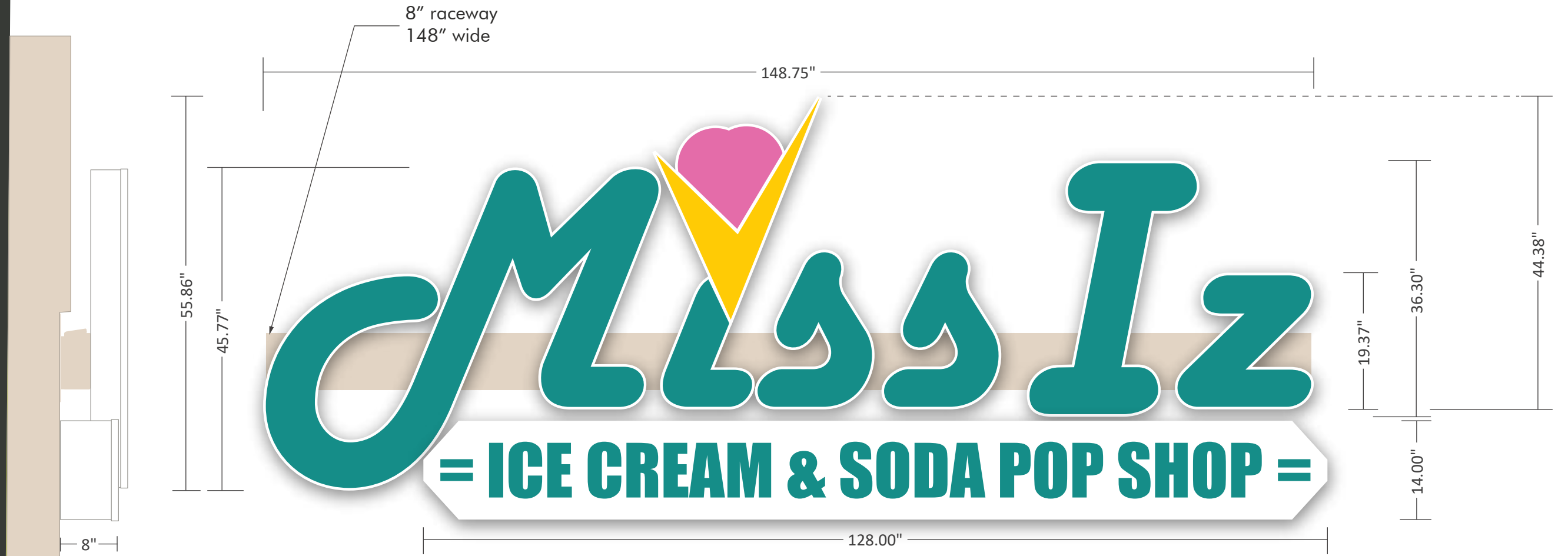
**NOTICE**

ALL SIGNS MANUFACTURED  
FOR 120v ELECTRICAL SERVICE  
UNLESS OTHERWISE NOTED

File location: Sharepoint\M\Miss Iz Ice Cream\  
Working Sketch Files\Ramsey\_Channel\_88382

The ideas and designs contained in this original and unpublished drawing are the property of Indigo Signs and may not be used or reproduced in whole or part without written permission from Indigo Signs.

Due to the limitation of the printing process, the colors shown may not reflect actual colors.



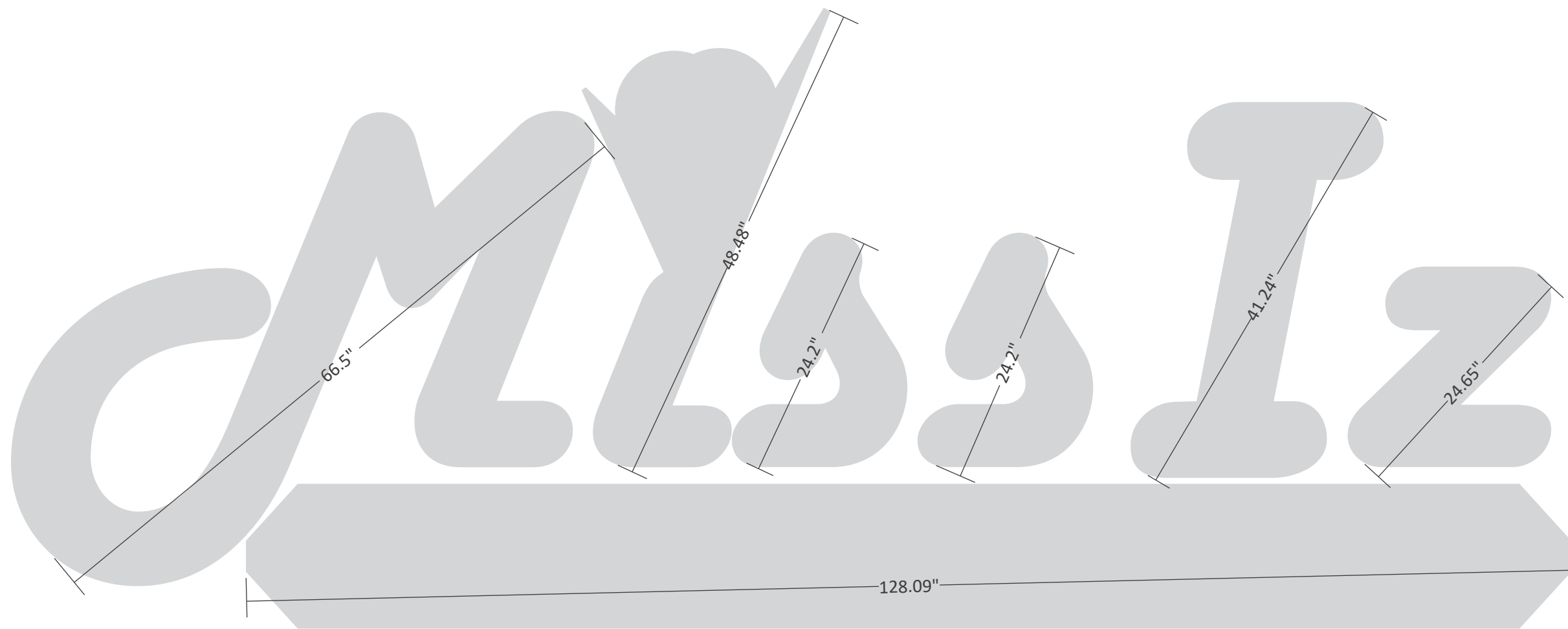
**Illuminated Channel Letters**

- Lighting Direction: Face-Lit
- Faces: Acrylic, white; with vinyl overlay
- Turquoise 3630-236
- Pink 3630-108
- Yellow 3630-015
- Backs: 0.063 inch aluminum
- Trimcap: White
- Returns: White; 5 inch depth & 8 inch depth (pillbox)
- Mounting: Raceway (letters), Remote (pillbox)
- Raceway: 8 inch aluminum extrusion
- Paint to match building

# Miss Iz

= ICE CREAM & SODA POP SHOP =





Miss Iz Ice Cream & Soda Shop

- Fabricate & Install (1) new illuminated sign
- On Raceway to match building
- Please provide specific logo colors
- Fabricate (2) sets of graphics for pylon sign



(x1) Illuminated sign on Raceway



(x2) Tenant Panel Graphic for top half section



**CUSTOMER:** Miss Iz

**CREATION DATE:** 6.27.2022

**REVISION DATE:** XXXXXXXXXXXXX

**FILE PATH:** Daily Jobs/Miss Iz

**ARTIST:** Chad Honer

**SALESPERSON:** Michael Dick

**REVISIONS:** 0

**SPOT COLORS:** XXXXXXXXXXXXXXXX

**PROFILE:** XXXXXXXXXXXXXXXX

**SIGN TYPE:** XXXXXXXXXXXXXXXX

**FILE NAME:** Miss Iz Ice Cream - Exterior sign Concept 6.27.2022

6451 McKinley Street NW, Suite P. Ramsey, MN 55303 Office# 763.786.3825 Fax# 763.390.0512 www.jdisigns.com

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# PROPOSAL

## Proposal #: 80295

Proposal Date: 07/01/22  
 Customer #: CRM039873  
 Page: 1 of 3

indigosigns.com

SOLD TO:	JOB LOCATION:
Miss Iz Ice Cream 14050 St. Francis BLVD Ramsey MN 55303	Miss Iz Ice Cream 14050 St. Francis BLVD Ramsey MN 55303  REQUESTED BY: Jess Pratt

INDIGO SIGNS - Chanhassen (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #88382 Provide & Install: CATALOG CHANNEL LETTERS & LOGO	\$11,045.50	\$11,045.50

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

**TOTAL PROPOSAL AMOUNT: \$11,045.50**

**TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION**

(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS) Credit & Debit Card Transactions will be charged a 3.5% Transaction Fee. Indigo Signs accepts Checks, ACH, Credit Cards and Debit Cards.

**THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING, CRATING AND/OR SHIPPING OR TAX UNLESS SPECIFICALLY STATED.**

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

**TERMS AND CONDITIONS**

- UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, INDIGO SIGNS - Chanhassen MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES.
- BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID ELECTRICAL SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE CUSTOMER ALL OF DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT EFFECT THE RIGHTS OF THE COMPANY TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.
- IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN WRITING HEREIN.

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



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# PROPOSAL

## Proposal #: 80295

**Proposal Date:** 07/01/22  
**Customer #:** CRM039873  
**Page:** 2 of 3

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4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
5. INDIGO SIGNS - Chanhassen SHALL SECURE ALL NECESSARY PERMITS FROM THE BUILDING OWNER, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN AND SAID SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY IN OBTAINING SUCH PERMISSION, AND IF CUSTOMER EXECUTES THIS CONTRACT OF SALE WITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN HE PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION AND HE AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN.
6. CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE OF SUITABLE CAPACITY AND APPROVED TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION AND MAKE CONNECTION THEREOF TO DISPLAY.
7. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT DIG TESS TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK IS ENCOUNTERED IN THE DRILLING PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.
8. ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP, FOR A PERIOD OF TWO YEARS (2) YEARS, WITH EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS AS THEY WILL BE GUARANTEED FOR 60 DAYS FROM INSTALL DATE. LED LIGHTING AND POWER SUPPLIES WILL BE COVERED FOR AN ADDITIONAL 2 YEARS, EXCLUDING LABOR TO REPLACE THE COMPONENTS. LED ROPE LIGHTING WILL HAVE A 1 YEAR WARRANTY FOR COMPONENTS AND 90 DAYS FOR LABOR. THE COST OF LABOR WILL BE CHARGED AT STANDARD INDIGO SIGNS HOURLY RATES FOR REPLACEMENT AND TRAVEL. THIS WARRANTY DOES NOT APPLY TO VANDALISM, MISUSE, OR ACTS OF GOD.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



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 1622 Main Avenue · Fargo, ND 58103  
 o: 701-297-9696 · f: 701-297-9696

# DEPOSIT INVOICE

**Invoice #:** DP80295

**Inv Date:** 07/01/22  
**Customer #:** CRM039873  
**Page:** 3 of 3

indigosigns.com

SOLD TO:	JOB LOCATION:
Miss Iz Ice Cream 14050 St. Francis BLVD Ramsey MN 55303	Miss Iz Ice Cream 14050 St. Francis BLVD Ramsey MN 55303  REQUESTED BY: Jess Pratt

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Jess Pratt		Russ Anderson	06/24/22	50.0% Due Upon Receipt	08/01/22

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #88382 Provide & Install: CATALOG CHANNEL LETTERS & LOGO	\$11,045.50	\$11,045.50
	TOTAL PROPOSAL AMOUNT		----- \$11,045.50
	*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***		

<b>PLEASE PAY THIS DEPOSIT AMOUNT:</b>	<b>\$5,522.75</b>
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# PROPOSAL

## Proposal #: 80294

Proposal Date: 07/01/22  
 Customer #: CRM039873  
 Page: 1 of 3

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SOLD TO:	JOB LOCATION:
Miss Iz Ice Cream 14050 St. Francis BLVD Ramsey MN 55303	Miss Iz Ice Cream 14050 St. Francis BLVD Ramsey MN 55303  REQUESTED BY: Jess Pratt

INDIGO SIGNS - Chanhassen (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #88383 Provide & Install: Illuminated Sign Cabinet	\$6,100.00	\$6,100.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

**TOTAL PROPOSAL AMOUNT: \$6,100.00**

**TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION**

(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS) Credit & Debit Card Transactions will be charged a 3.5% Transaction Fee.  
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# PROPOSAL

## Proposal #: 80294

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**Customer #:** CRM039873  
**Page:** 2 of 3

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SALESPERSON: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



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 1622 Main Avenue · Fargo, ND 58103  
 o: 701-297-9696 · f: 701-297-9696

# DEPOSIT INVOICE

Invoice #: **DP80294**

Inv Date: 07/01/22  
 Customer #: CRM039873  
 Page: 3 of 3

indigosigns.com

SOLD TO:	JOB LOCATION:
Miss Iz Ice Cream 14050 St. Francis BLVD Ramsey MN 55303	Miss Iz Ice Cream 14050 St. Francis BLVD Ramsey MN 55303  REQUESTED BY: Jess Pratt

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Jess Pratt		Russ Anderson	06/24/22	50.0% Due Upon Receipt	08/01/22

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #88383 Provide & Install: Illuminated Sign Cabinet	\$6,100.00	\$6,100.00
	TOTAL PROPOSAL AMOUNT		----- \$6,100.00
	*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***		

<b>PLEASE PAY THIS DEPOSIT AMOUNT:</b>	<b>\$3,050.00</b>
--	-------------------



QUOTE

DATE: **07/01/2022**  
 EXP. DATE: **07/31/2022**  
 QUOTE # 13656

JDI Signs & Graphics  
 www.jdisigns.com  
 14000 Sunfish Lake Blvd NW  
 Suite i  
 Ramsey, MN 55303  
 Phone: (763) 786-3825  
 Email: mdick@jdisigns.com

**BILL TO:**

Miss Iz Ice Cream  
 Jess Pratt  
 14050 Saint Francis Boulevard Northwest  
 Ramsey, MN 55303, United States

**SERVICE TO:**

Miss Iz Ice Cream  
 Jess Pratt  
 14050 Saint Francis Boulevard Northwest  
 Ramsey, MN 55303, United States

ITEM	DESCRIPTION	QTY	PRICE PER	UNIT	AMOUNT	TAX
Custom Item	(1) set of LED lit channel letters mounted to a raceway to read: Miss Iz Ice Cream & Soda Pop Shop.	1.00	\$5,124.81	Item	\$5,124.81	N
Custom Item	(1) translucent tenant panel for (1) pylon sign.	2.00	\$452.30	Item	\$904.60	N
Custom Item	Labor to install channel letter sign and tenant panels.	1.00	\$1,650.00	Item	\$1,650.00	N

SUBTOTAL **\$7,679.41**  
 TAX RATE\* **7.1250%**  
 TAX **\$0.00**  
 OTHER -  
**TOTAL \$7,679.41**

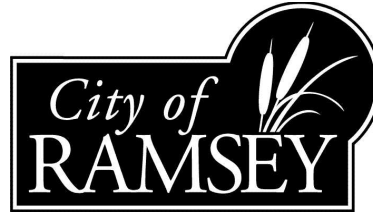
**MEMO**

Project: Channel Letter Sign on Raceway - Ramsey, MN.  
 \* Final sign circuit and hookup by owner's electrician.  
 \*\* Permit fees, if any, will be extra.

**TERMS & CONDITIONS**

\* 50% down, balance due on completion.  
 We accept: VISA, MasterCard, Discover and American Express

Approved 7.24.18



## **Restaurant Subsidy: Sign and Awning Program**

### **The Program**

The purpose of this program is to offer assistance to new Restaurants in The City of Ramsey to create or change their signs and awnings. The signs and awnings should be designed to enhance and compliment the community as well as attract customers. The Sign and Awning program uses a grant to fund the applicant's project. The grant amount is up to \$1,500. Only one Sign and Awning Program Grant shall be approved per new business. If the cost of the signs and awning exceeds \$1,500, the applicant is responsible for the difference.

### **Eligibility**

Eligible applicants are new for-profit restaurant businesses operating in The City of Ramsey and apply within 12 months of opening to receive this assistance. All signs and awnings must be in compliance with The City of Ramsey zoning ordinance; including any required sign permits. The applicant and/or company must be in good standing with the City, applicant and/or landlords must be current on all municipal taxes, special assessments, City utility bills, or EDA loans.

The Ramsey EDA will review each application on a case-by-case basis and reserves the right to exclude activities not consistent with the City's Comprehensive Plan, or if the concept does not benefit the health, safety and welfare of the community.

### **Application Process**

The applicant must submit all required information. The Ramsey Economic Development Authority will make a recommendation on the Restaurant Subsidy: Sign and Awning Program. Applicants will be notified of EDA and City Council meetings and may be asked to attend to present their request for assistance. Any financial assistance for Sign and Awning grants as part of this program is subject to City Council approval. Moreover, such financial assistance is limited by the availability of the Ramsey EDA Fund.

### **Contractor & Permits**

A minimum of two bids per project must be obtained from contractors, the lower of which will be reimbursed, unless the work is done by the applicant. All required permits are the responsibility of the applicant.

\*\*\*Important: Please work with sign professionals and be clear about the sign specifications (i.e. wood vs. metal) when soliciting bids.

### **Work Completion**

Weather permitting; all projects must be completed within 120 days of the funding approval date. If work is completed prior to obtaining funding approval, the applicant can submit an application requesting reimbursement under the guidelines of this program. If the applicant is seeking reimbursement, a final invoice must be included with the application. The final invoice must be dated within 60 days of the date the EDA receives the application.

**Disbursement Process**

After an inspection by the city to verify completion of the work, a check will be issued payable to the program applicant. Before funds can be released, the following must be received by the EDA:

- 1) Final invoice from contractor (or materials list from supplier).
- 2) Photograph(s) of completed project.
- 3) Confirmation of city sign permit and final inspection.
- 4) Final inspection by the city's Economic Development Manager.

# Restaurant Subsidy: Sign and Awning Program Application

Business Owner: \_\_\_\_\_

Property Owner/Management Contact Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Address to be improved: \_\_\_\_\_

Phone(s): \_\_\_\_\_

Email: \_\_\_\_\_

Short Project Description: \_\_\_\_\_

Total Improvement Cost: \_\_\_\_\_ Grant Request: \_\_\_\_\_

Contractor Name Bid Amount

1. \_\_\_\_\_
2. \_\_\_\_\_

**Your application is not complete if you do not include:**

1. Minimum two bids  
(If you are doing the work yourself, attach a copy of the material costs on letterhead from the material supplier)
  1. Sketch/Image of Project
  2. Sign Permit  
(You may apply without a permit, but EDA staff must receive it prior to disbursing funds)
  3. W-9 Form
  4. Photograph(s) of building prior to improvement

**I AGREE with and UNDERSTAND the following:**

I have read and am within the guidelines for the Sign & Awning Grant Program. I understand that if any information is incorrect or incomplete, my chances of receiving funding will be delayed and/or hindered.

Prop. Owner/Mgmt Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Applications will be reviewed in the order they are received.

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

**RESOLUTION # 18-158**

**RESOLUTION APPROVING UPDATED RESTAURANT SUBSIDY PROGRAM**

**WHEREAS**, attracting restaurants to the community has been identified as a key priority for the City of Ramsey; and

**WHEREAS**, attracting new restaurant users to the community via economic development tools has been recognized as a viable and reasonable approach; and

**WHEREAS**, the City of Ramsey has developed three (3) strategic initiatives to attract new restaurant users including a Water Availability Charge forgiveness program, a sign and awning grant program, and an expansion of the Business Welcome Services program; and

**WHEREAS**, these new initiatives are intended to result high benefits at low cost to 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 Ramsey City Council hereby approves the following initiatives as part of the Business Subsidy Program:
  - a. Water Availability Charge Forgiveness Program
  - b. Establishment of a Sign & Awning Grant Program
  - c. Expansion of the Business Welcome Services Program

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

Acting Mayor LeTourneau  
Councilmember Shryock  
Councilmember Riley  
Councilmember Johns  
Councilmember Kuzma

and the following voted against the same:

None

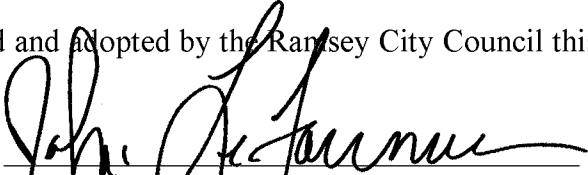
and the following abstained:

None

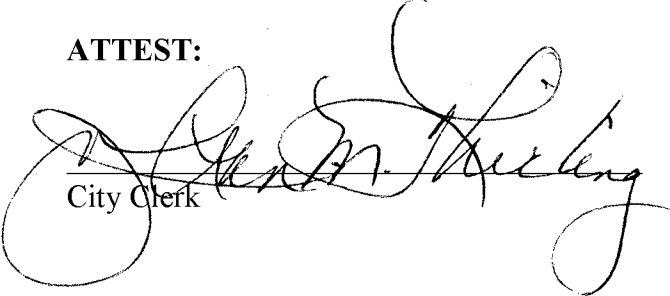
and the following were absent:

Existing Vacancy  
Existing Vacancy

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 24<sup>th</sup> day of July, 2018

  
\_\_\_\_\_  
Acting Mayor

**ATTEST:**

  
\_\_\_\_\_  
City Clerk

Meeting Date: 07/26/2022

By: Todd Larson, Community Development

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### Information

**Title:**

Adopt Ordinances #22-21 and #22-22 for Anoka Ramsey Athletic Association Rezoning and Zoning Code text amendment at 14622 and 14650 Ferret St. NW

**Purpose/Background:**

Ms. Andrea Rand, of ISG Inc. on behalf of the Anoka Ramsey Athletic Association, is requesting a rezoning of approximately 12.88 acres of property in the first phase of a multi-step process of approvals needed for a mixed-use facility. The site will be anchored by a large indoor athletic complex housing basketball courts and turf fields. The site will also have a medical clinic specializing in sports medicine and physical therapy and a restaurant. The site currently contains a wireless communications tower that will remain. The property is currently zoned COR and is proposed to be zoned Employment District (E-3) to accommodate the various proposed uses within the site. The site is adjacent to other E-3-zoned property to the northwest and guided Business Park in the Comprehensive Plan.

At the June 23 Planning Commission meeting, it was discussed that the current COR regulations could possibly accommodate the proposed uses on the applicant's draft site plan. COR zoning allows for health clubs and fitness centers along with medical clinics and restaurants. Staff stated that the proposed use is more inline with a commercial recreational use since it will be much larger than a typical health club. Also, the inflatable dome and positioning on the site are not conducive to COR design standards. The adjacent E-3 uses to the northwest are larger buildings and the proposed uses will be in scale with those buildings.

Future phases of required approvals include a plat, easement vacations, site plan review, and a conditional use permit. In order to complete ARAA's obligation in its purchase agreement, only the rezoning needs to be approved since some of the intended uses are not permitted in its current zoning district. ARAA is still finalizing site layout.

The E-3 zoning district allows for the recreational use, restaurant, and communications tower, however, it does not accommodate medical clinics. A Zoning Code text amendment is also being requested adding that use to the list of permitted uses within the district. Since medical uses are often high-employment businesses, it appears to meet one of the goals of expanding employment base of the Comprehensive Plan.

**Notification:**

Staff mailed letters via standard US Mail notifying surrounding property owners within 350 feet of the subject properties. A notice of the Public Hearing was also published in the Anoka County UnionHerald, the City's official newspaper.

**Observations/Alternatives:**

Alternatives to Consider:

1. Adopt Ordinances #22-21 & #22-22 as recommended by the Planning Commission and staff.
2. Adopt Ordinances #22-21 & #22-22 with changes that the City Council deems appropriate to the request.
3. Deny the rezoning and Zoning Code text amendment based on certain findings.

**Funding Source:**

All costs associated with this application are the responsibility of the applicant.

**Recommendation:**

At its meeting on June 23, the Planning Commission unanimously recommended approval of Ordinances #22-21 for rezoning property from COR to E-3 and #22-22 for a text amendment adding Medical Clinics as a permitted use in the E-3 district. The City Council introduced the Ordinances on July 12 unanimously.

**Action:**

Two motions are requested:

Motion 1: Motion to waive the Charter requirement to read the ordinance aloud and adopt Ordinance #22-21 Rezoning 14622 and 14650 Ferret Street Northwest from COR to E-3 Employment District; and

Motion 2: Motion to waive the Charter requirement to read the ordinance aloud and adopt Ordinance #22-22 amending Section 117-124(b) of City Code to allow Medical Clinics as a permitted use in the E-3 Employment District.

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**Attachments**

Current Concept Plan

Rezoning Ordinance

Zoning Text Amendment Ordinance

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**Form Review**

**Inbox**

Brian Hagen

Form Started By: Todd Larson

Final Approval Date: 07/21/2022

**Reviewed By**

Brian Hagen

**Date**

07/21/2022 08:49 AM

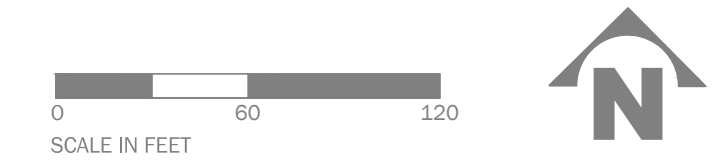
Started On: 07/18/2022 08:42 AM



KEY NOTES

- ① 675' x 260' Dome  
- 450' x 260' Synthetic Turf Field  
- Eight (8) Basketball Courts  
- Weight Lifting Area
  - ② 6,000 SF Support Building
  - ③ Mechanical Equipment
  - ④ Stormwater Management Area
  - ⑤ 186 Stall Parking Area
  - ⑥ Existing Cell Tower
- SPORTS CLINIC OUTLOT
- ⑦ 12,000 SF Building
  - ⑧ Shared plaza
  - ⑨ 83 Stall Parking Area
  - ⑩ 4,000 SF Building
  - ⑪ Patio

PRELIMINARY SITE LAYOUT - OPTION 2



**ORDINANCE #22-21**

**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 SECTION 117-90 "MAP" OF CHAPTER 117 OF  
THE CITY CODE OF RAMSEY, MINNESOTA.**

**SECTION 1. AMENDMENT**

The following legally described properties are hereby rezoned from COR to E-3 Employment District:

**Parcel 1: 14622 Ferret Street Northwest**

Lot 2, Block 1, HY-10 RAMSEY together with that part of the Southwest quarter of the Northeast quarter of Section 29, Township 32, Range 25, lying Northeasterly of the Northeasterly right-of-way line of the Burlington Northern Railroad, subject to easements of record, Anoka County, Minnesota; and

**Parcel 2: 14650 Ferret Street Northwest**

Lot 1, Block 1, HY-10 RAMSEY, subject to easements of record, Anoka County, Minnesota

**SECTION 2. MAP**

The City is hereby instructed to cause this amendment to be shown on the "City of Ramsey Zoning Map", which map was adopted pursuant to Section 117-90 of the Ramsey City Code.

**SECTION 3. EFFECTIVE DATE**

This ordinance becomes effective 30 days after its passage and publication, subject to City Charter Section 5.04.

PASSED by the City Council of the City of Ramsey, Minnesota the \_\_\_ day of \_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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City Clerk

Introduction: July 12, 2022

Posting dates:

Adoption date:

Publication date:

Effective date:

**ORDINANCE #22-22**

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

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

**AN ORDINANCE AMENDING SECTION 117-124(b) (PERMITTED USES IN THE E-3 EMPLOYMENT DISTRICT) OF THE CITY CODE OF RAMSEY, MINNESOTA.**

The City of Ramsey ordains:

**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 117-124(b) shall be amended to read as follows (additions indicated by underlined text):

(b) Permitted uses. The following are permitted uses, subject to general requirements and performance standards as specified by this chapter:

- (1) Building materials sales stores.
- (2) Governmental and public utility buildings and structures.
- (3) Indoor commercial recreation.
- (4) Manufacturing.
- (5) Office buildings and uses.
- (6) Radio and television offices and stations.
- (7) Transportation terminals.
- (8) Warehousing of non-explosive material or equipment.
- (9) Wholesale business.
- (10) Storage.
- (11) Business incubators/multitenant facilities housing manufacturing, research labs, testing labs, offices, motor vehicle, implement and recreation equipment sales or repair, governmental or public uses, indoor commercial recreation, manufacturing, radio and television offices and stations, and wholesale businesses, provided they are indoor operations with no outside storage or display areas. A maximum of 20 percent of the units or suites of such a facility may be occupied by enclosed retail and rental activity as a principal use.
- (12) Self-storage facilities.
- (13) Medical clinics

**SECTION 3. EFFECTIVE DATE**

This ordinance becomes effective 30 days after its passage and publication, subject to City Charter Section 5.04.

PASSED by the City Council of the City of Ramsey, Minnesota, the \_\_\_ day of \_\_\_\_, 2022.

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Mayor

ATTEST:

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City Clerk

Introduction date: July 12, 2022

Posting dates:

Adoption date:

Publication date:

Effective date:

Meeting Date: 07/26/2022

By: Mark Riverblood, Engineering/Public Works

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### Information

#### Title

Approve Updated Policy Relating to Non-programmed Activity as part of the Summer Concert Series

#### Purpose/Background:

The City began programming concerts at The Draw (amphitheater and adjoining areas) beginning in 2010. In the following years the numbers of people gathered at the amphitheater continued to grow for these Thursday evening events. As the numbers of patrons grew, differing interests saw this crowd as a 'captive audience' for their benefit, and began approaching patrons handing out flyers, coupons for businesses, with others also asking if they could set up table(s) to advertise and sell wares.

At this same time, the Ramsey Foundation (in close association with the Park & Recreation Commission) was offering single entity sponsorships each week to raise money to pay for the performances. Business interests and occasionally persons campaigning for political office continued to 'show up' and mingle with the people at the park and patrons seated in the amphitheater—with some more aggressive sales representatives literally stepping over people and weaving through the seating areas handing out swag, flyers and paper advertising. This activity was clearly at odds with the intent of the concerts as a social gathering and place where residents could be free from distraction and being sold something—and perceived as an annoyance by some park patrons.

#### Observations/Alternatives:

Finally, in 2014 it was determined that a policy to limit or regulate sales and solicitation at the concerts was needed to maintain the quality of experience for patrons at these events. In that the Foundation and Park & Recreation Commission collaborated and reserved the park primarily for the purpose of leisure and fun—a policy as described was developed such that it could be communicated to people 'showing up' or requesting to sell things, that this was not permitted at the Thursday evening concerts. (It may be noted that there are many opportunities in the city where sales and advertising are permitted or encouraged, including at the Elmcrest Art Fair and Happy Days to mention two.)

A policy was approved in 2014 by the Ramsey Foundation (the entity reserving the amphitheater) and acknowledged by the Park & Recreation Commission that same year. The policy was an effective communications tool and reduced or eliminated the extraneous activity at the park for the benefit of residents attending the concerts.

Now that the Foundation is no longer conducting fundraising (concert sponsorships), and the performances are paid for directly by the city—it seems like a good time to update the policy 8 years after establishment, (and correct some details like mention of the Farmer's Market). The first attachment is the proposed updated policy, with the second attachment the original policy.

#### Funding Source:

No funding is required or implicated by considering this case.

#### Recommendation:

On July 14th, 2022 the Park & Recreation Commission recommended City Council formally approve the updated policy that has been in effect since 2014. Staff also recommends approving the policy updates, such that staff can disseminate or communicate the policy provisions, whenever necessary.

**Action:**

Motion to approve the updated policy to Preserve Leisure and Quality of Experience for Park Patrons.

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**Attachments**

[updated policy](#)

[original 2014 policy](#)

[concert line-up](#)

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**Form Review**

**Inbox**

Brian Hagen

Form Started By: Mark Riverblood

Final Approval Date: 07/21/2022

**Reviewed By**

Brian Hagen

**Date**

07/21/2022 08:32 AM

Started On: 07/15/2022 12:54 PM

***A POLICY TO PRESERVE LEISURE  
AND QUALITY OF EXPERIENCE FOR PARK PATRONS***

WHEREAS, the City of Ramsey Park and Recreation Commission has formally reserved The Draw for the Summer Concert Series; and

WHEREAS, this reservation of facilities includes the need to regulate certain public park activity to maintain the recreational and social quality of experiences of the events; and

WHEREAS, fund raising for paying performers and certain other operational costs by weekly concert sponsorships has occurred in the past, and *may* be needed in the future; and

WHEREAS, these sponsorships *if* instituted, are generally offered to Ramsey businesses first, in order to favorably promote local business that can benefit by the advertising and advocacy; and

WHEREAS, limiting the number of business interests active at The Draw at any one time is essential to maintain the effectiveness of the sponsorship(s); and

WHEREAS, the limiting of advertising and soliciting at The Draw is essential to maintain the primary purpose of the concerts, that of free entertainment and recreation with minimal commercialization and distraction for residents and park patrons.

**NOW THEREFORE, BE IT RESOLVED AS POLICY BY THE CITY OF RAMSEY, OPERATING AT THE DRAW, ANOKA COUNTY, STATE OF MINNESOTA:**

That the Park and Recreation Commission in programming and regulating the operation of the concerts and park spaces at The Draw, finds that except by special action or by approval of the City that;

- Only one sponsorship at a time should be in operation at the Thursday concerts if any, and there shall be a direct nexus between the sponsorship's benefits and visibility and that of fundraising for the concerts.
- Advertising if any, at the Thursday concerts should be limited to the formal sponsor as approved by the City; and that soliciting and campaigning of any nature conflicts with the Leisure and Quality of Experience that this policy seeks to preserve and shall not be allowed.
- A booth or table by the City for purposes of public engagement on matters of civic events or special municipal projects is not considered to be in conflict with this policy and may be of interest and value to park patrons.

Whereupon said policy was declared duly approved by the City of Ramsey this \_\_\_<sup>th</sup> day of \_\_\_, 2022.

\_\_\_\_\_  
City Administrator, City of Ramsey

**ATTEST:**

\_\_\_\_\_  
Parks & Asst. Public Works Director, City of Ramsey

***A POLICY TO PRESERVE LEISURE  
AND QUALITY OF EXPERIENCE FOR PARK PATRONS***

WHEREAS, the City of Ramsey Foundation and the Park and Recreation Commission have formally reserved The Draw for the Summer Concert Series and Farmer's Market; and

WHEREAS, this reservation of facilities includes the need to regulate certain park activity to maintain the recreational and social quality of experiences of the events; and

WHEREAS, the Foundation has managed the fund raising for paying performers and certain other operational costs by weekly concert sponsorships; and

WHEREAS, these sponsorships are generally offered to Ramsey businesses first, in order to favorably promote local business that can benefit by the advertising and advocacy; and

WHEREAS, limiting the number of business interests or raffles active at The Draw at any one time is essential to maintain the effectiveness of the sole sponsors or shared sponsorships; and

WHEREAS, limiting the number of business interests or raffles at The Draw at any one time is essential to maintain also the primary purpose of the concerts, that of free entertainment and recreation with minimal commercialization and distraction for residents and park patrons.

**NOW THEREFORE, BE IT RESOLVED AS POLICY BY THE CITY OF RAMSEY FOUNDATION, OPERATING WITHIN THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA:**

That the City of Ramsey Foundation, operating on behalf of the Park and Recreation Commission in managing and regulating the operations of the concerts and park spaces at The Draw, finds that except by special action of the Foundation, or by approval of the City that;

- Only one raffle should be in operation at the Thursday concerts, and the primary value to fundraising and underwriting concert costs shall be the Foundation's raffle, or designee.
- Advertising at the Thursday concerts should be limited to the formal sponsors as established by the Foundation.
- A booth or table by the City for purposes of public engagement on matters of civic events or special projects shall not be in conflict with this policy and is of interest and value to park patrons.

Whereupon said policy was declared duly approved by the City of Ramsey Foundation this 17<sup>th</sup> day of June, 2014.

\_\_\_\_\_  
City of Ramsey Foundation President

**ATTEST:**

\_\_\_\_\_  
City of Ramsey Foundation Secretary

# THE DRAW SUMMER CONCERT SERIES

Thursday nights 6:30 - 8:00 pm at The Draw park & amphitheater, 7401 Ramsey Parkway

Presented by Ramsey Parks & Recreation

**June 16 - Roadhouse Blue** - Enjoy a country-rock band, free Killebrew Root Beer & Cream Soda

**June 23 - Holy Rocka Rollaz** - Take an authentic trip back to the fantastic 50s

**June 30 - Drop Tailgate** - Sing along to country, rock and pop hits

**July 7 - Dust N' Bones** - Guns N' Roses greatest hits all in one of the best shows

**July 14 - Rhino** - Don't miss Rhino's jaw dropping drum routine

**July 21 - Revved UP!** - Enjoy a variety of rock, pop, and country hits from the 90s-today

**July 28 - Magic 70s Sunshine Band** - The ultimate tribute to 70's am radio

**August 4 - A Hard Day's Night** - An incredible tribute to Buddy Holly

**August 11 - Stimulus Package** - Hits from classic rock to rockin' country

**August 18 - The Crown Jewels** - A tribute to one of the greatest rock bands of all time, Queen

**August 25 - Mick Sterling Presents: Born to Run** - Join Trott Brook Financial for the 18th annual Benefit Bash! Enjoy a tribute to Bruce Springsteen, food trucks, & more!



Meeting Date: 07/26/2022

By: Todd Larson, Community Development

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### Information

**Title:**

Adopt Ordinance #22-20 Armstrong Boulevard Interchange/Highway 10 Signage Overlay District Zoning Code Text Amendment

**Purpose/Background:**

Anoka County staff working with business property owners affected by the upcoming Highway 10 reconstruction project in Ramsey are reporting concerns about future visibility of their businesses. Visibility impacts are anticipated in a similar manner to the Armstrong Boulevard interchange with overpasses constructed for Ramsey Boulevard and Sunfish Lake Boulevard. The original Armstrong Boulevard Interchange Overlay District, created in 2013, was intended to create relief to businesses anticipated to be affected by that interchange. In the last few years, however, the City Council has granted three requests for taller and larger signs in that area. The three signs are 75 feet in height with sign faces ranging between 225 and 334 square feet. Two of the three signs are for multi-tenant buildings and the third one is purely a dynamic sign. Staff is proposing to be proactive for the impacted businesses and expand the Armstrong Boulevard Interchange Overlay District to the east border of Ramsey and, in the process, rename it to reflect the entire freeway corridor.

At the Planning Commission meeting on May 26, 2022, the Planning Commission gave direction to increase the height from the existing 50 feet to 75 feet. The existing 150 square feet in sign area would remain for a single-user sign with increased area for multi-tenant/multi-user signs to 300 square feet. The Commission unanimously recommended approval of the ordinance on June 23 at the public hearing.

Businesses will continue to have the ability to apply for a conditional use permit (CUP) for oversized signs. Staff is looking to be proactive and reduce the likelihood of a business incurring expense and added delay of going through the CUP process. Signs meeting City Code standards would simply need a permit to be erected.

It should also be noted that a portion of the proposed overlay district is also within the Mississippi River Corridor Critical Area. That overlay district has height limitations that must be met that are more restrictive than the proposed ordinance (either 35 feet or the height of the treeline, depending on subdistrict).

**Notification:**

Staff sent a public hearing notice to property owners within 750 feet of the centerline of Highway 10 via standard US mail. A notice of the Public Hearing was also published in the Anoka County UnionHerald, the City's official newspaper. Two written comments were received and are attached to this case.

**Observations/Alternatives:**

Alternatives to consider:

1. Adopt Ordinance #22-20 as recommended by the Planning Commission and staff.
2. Adopt Ordinance #22-20 with modifications.
3. Deny the ordinance keeping the existing regulations in place.

**Funding Source:**

Not applicable.

**Recommendation:**

At its meeting on June 23, 2022, the Planning Commission unanimously recommended approval of the proposed Code Amendment (Ordinance #22-20). The City Council introduced the ordinance on July 12, 2022.

**Action:**

Motion to waive the Charter requirement to read the ordinance aloud and adopt Ordinance #22-20 amending Section 117-1 (DEFINITIONS) and Section 117-519 (BUSINESS TYPE DISTRICTS) of the City Code of Ramsey, Minnesota.

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**Attachments**

[Map](#)

[Ordinance](#)

[Compiled Public Comments](#)

[Close Up Map](#)

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**Form Review****Inbox**

Brian Hagen

Form Started By: Todd Larson

Final Approval Date: 07/21/2022

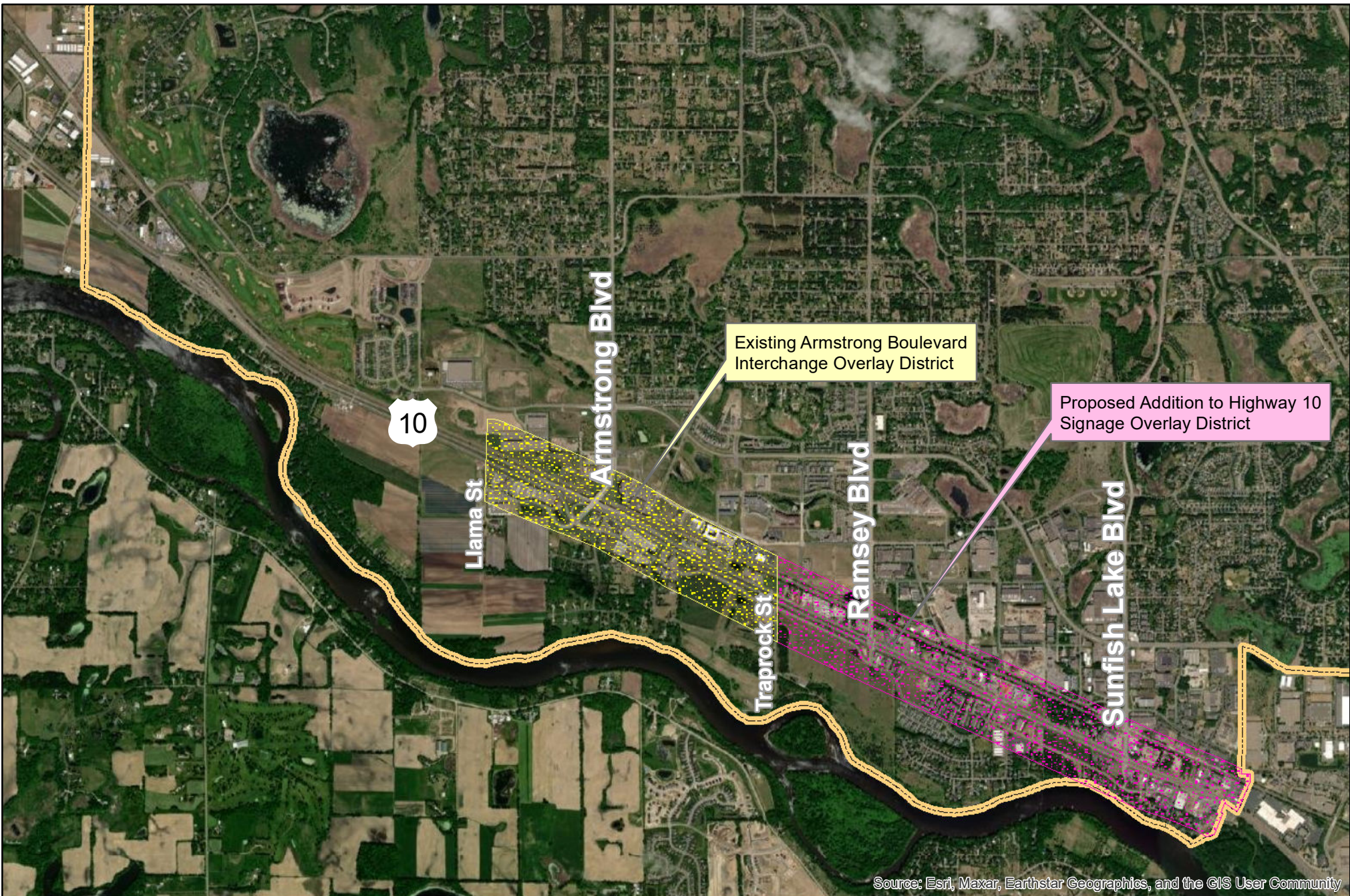
**Reviewed By**

Brian Hagen

**Date**

07/21/2022 08:51 AM

Started On: 07/18/2022 08:47 AM






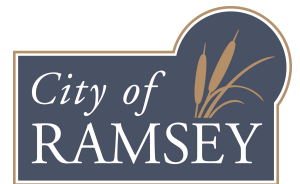
# Proposed: Highway 10 Signage Overlay District

Planning Commission Meeting May 26, 2022

**Legend**

0 0.25 0.5 1 Miles

-  Existing Armstrong Interchange
-  Proposed Highway 10 Signage
-  City Boundary



**ORDINANCE #22-20**

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

**AN AMENDMENT TO SECTION 117 WHICH IS KNOWN AS THE ZONING SECTION OF THE CITY CODE OF RAMSEY, MINNESOTA.**

**AN ORDINANCE AMENDING SECTION 117-1 (DEFINITIONS) AND SECTION 117-519 (BUSINESS TYPE DISTRICTS) OF THE CITY CODE OF RAMSEY, MINNESOTA.**

The City of Ramsey ordains:

**SECTION 1. AUTHORITY**

This ordinance is adopted pursuant to and under the authority of the City Charter of the City of Ramsey.

**SECTION 2. AMENDMENT TO CITY CODE SECTION 117-1**

The current City Code Section 117-1 is revised as follows (additions indicated by underline, deletions indicated by ~~striketrough~~):

Sec. 117-1. – Definitions.

*~~Armstrong Boulevard Interchange~~ Highway 10 Signage Overlay District means a district for purposes of allowing additional signage in a specified area due to limited visibility created by overpasses on Highway 10, described as all commercially zoned property located within 750 feet of the Centerline of Highway 10 and extending to the Centerline of Traprock Street and extending between the eastern border of the City of Ramsey and to the Centerline of Llama Street. ~~Parcels located within The COR Zoning District are exempted~~ excluded from this overlay district, as sign regulations for that district are located in a separate section of City Code.*

**SECTION 3. AMENDMENT TO CITY CODE SECTION 117-519(c)**

The current City Code Section 117-519(c) is revised as follows (additions indicated by underline, deletions indicated by ~~striketrough~~):

Sec 115-519(c) – Business type districts.

*Permitted freestanding signs under previous section 117-519(a) (business use signs), and located within the ~~Armstrong Boulevard Interchange~~ Highway 10 Signage Overlay District as defined by this section, shall be allowed to a height of not more than 75 feet and an area of not greater than 150 square feet (for a single-user sign) or 300 square feet (for a multi-user sign). Signs*

*permitted under this section shall have a monument style base constructed of materials that are consistent with the principal building to a minimum height of six feet.*

**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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Introduction date: June 28, 2022

Posting dates:

Adoption date:

Publication date:

Effective date:

Armstrong Boulevard/Highway 10 Sign Overlay Public Written Comments

From: Carl Shaffer  
Sent: Monday, June 13, 2022 1:00 PM  
To: Ramsey Planning; Todd Larson  
Subject: ordinance 22-20 amendments

Planning Commission and Mr. Todd Larson:

I am writing in regards to my property at 13900 Sunfish Lake Blvd. (PID 34-32-25-14-0019). This property lies within the boundary of the Armstrong Blvd. Interchange Overlay district.

I wish to express my support for the amendments introduced in your Public Hearing Notice dated June 9, 2022, for the following reasons:

1. Due to the changes on Sunfish Lake Blvd., there will be a significant negative impact on the daily operations of the tenant, Midwest Overhead Crane if changes are not made to the ordinance due the roadway changes.
2. The new height of Sunfish Lake Blvd. on the East side of the property will change from 0' to a 30'-18' wall. The height of the current building is only 21'. With current banner placement at 6' and Company building sign at 15', the signage will no longer be visible to traffic.
3. With the roadway change it will be harder for delivery personnel, vendors, customers, potential employees, visitors and others to find the company, as the building will be totally obscured from the road.
4. Currently, when the current divider was installed on Sunfish Lake Blvd., access was eliminated to the property from Sunfish Lake Blvd., so all traffic must come in on McKinley St., and mapping software has not been able to adapt to the access change. The new roadway will make this much more difficult for above mentioned populations.
5. The current system of a banner on a fence works extremely well to attract potential employees due to traffic counts and current visibility. When the wall is installed and the roadway height is increased, these tools will no longer be viable, and the current ordinance would require a variance to obtain a sign that would be appropriate in this situation.

For those reasons, I request the ordinance changes be made to accommodate the hardship the Midwest Overhead Crane and similar area businesses will be forced to endure when the changes to the overpass and roadway occur.

Please feel free to contact me for more information, via email (preferably), or phone below.

Thank you for your consideration .

Respectfully submitted,

Carl Shaffer  
Principle  
CCMG Investments, LLC

President  
WWW.MWOCC.COM

From: Karen Blaska  
Sent: Tuesday, June 14, 2022 9:04 AM  
To: Ramsey Planning  
Cc: Jeff Perry  
Subject: Notice of Public Hearing - Zoning Code Amendment

Good Morning.

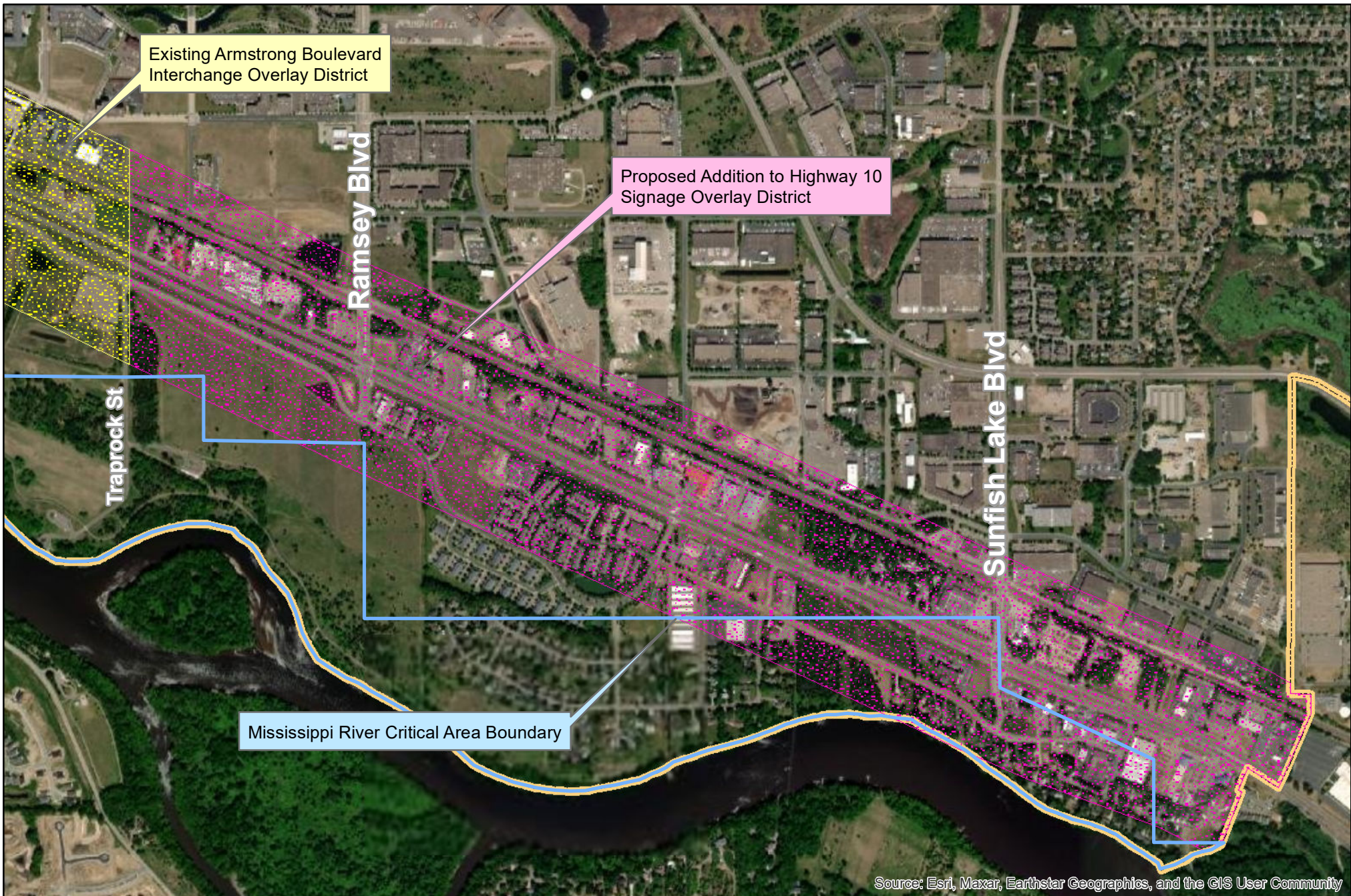
The Anoka County Parks Department received the City's notice regarding the zoning code amendment to increase the height and area for multi-user/tenants signs.

While it is understood the highway improvements may affect visibility for some local businesses, the Parks Department is concerned that new taller and bigger signs adjacent to Mississippi West Regional Park will detract and infringe on the overall feel and aesthetic of the nature based park. The Department requests that no new signage, other than for safety and regulatory purposes, be permitted immediately adjacent to the park.

Thank you for your consideration.

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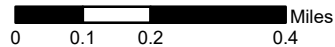
Karen Blaska | She-Her-Hers | Park Planner |  
Anoka County Parks | 550 Bunker Lake Blvd. NW | Andover, MN 55304







Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

# Proposed: Highway 10 Signage Overlay District

City Council Meeting July 12, 2022



-  Existing Armstrong Interchange Overlay
-  Proposed Highway 10 Signage
-  Critical Area Boundary
-  City Boundary

