

City of Ramsey
Agenda
Revised
Regular City Council
Tuesday, August 23, 2022
7:00 pm

Council Chambers, 7550 Sunwood Drive NW

Remote Attendance available at 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. ~~Approve the Following Meeting Minutes:~~

~~1. City Council Work Session dated 08/08/2022~~

~~2. City Council Regular Session dated 08/08/2022~~

~~3. City Council Canvassing Board dated 08/12/2022~~

Please Note: This case was moved from the Consent Agenda 5.1 to the Regular Agenda 7.7.

2. Approve Business Licenses

3. Approve Rental Licenses

4. Authorization to Hire a Captain of Fire Administration and Restructure the Fire Department

5. Adopt Resolution #22-203 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of August 4, 2022 through August 17, 2022

6. Adopt Resolution #22-177 Approving North Brook Meadows Preliminary Plat Extension (Project No. 21-131); Case of Landform

7. Adopt Resolution #22-184 Granting Request for Release of Development Agreement for Park View East Apartments on Lot 1 Block 1 COR Parkview Addition

8. Adopt Resolution #22-186 Approving Purchase Agreement and Right of Re-Entry Agreement for Part of Outlot C, Affinity at the COR; Case of COR Trust Bank (Portions may be closed to the public)

9. Adopt Resolution #22-187 Approving Amendment to Right of Re-Entry Agreement and Authorizing Sale of Lots 1 and 3, Block 1, Riverside West Rearrangement; Case of Reliable Holdings LLC (Portions may be closed to the public)
 10. Adopt Resolution #22-197 Authorizing Payment No. 1 To North Valley, Inc., Wood Pond Hills 2nd-5th Street Reconstructions, Improvement Project #22-06
 11. Adopt Resolution #22-198 Authorizing Payment No. 1 to North Valley, Inc. for 2022 Neighborhood Pavement Overlay Improvements, Improvement Project #22-04.
 12. Adopt Resolution #22-199 Authorizing Final Payment to Corrective Asphalt Materials, LLC. For Improvement Project #22-09, 2022 Pavement Rejuvenation Improvements.
 13. Adopt Resolution #22-202 Accepting Survey Proposals for Barthel's Rum River Acres 2nd Street Reconstructions, Improvement Project #23-05
 14. Adopt Resolution #22-204 Accepting Geotechnical Proposals for 2023 Pavement Management Program Projects
 15. Adopt Resolution #22-205 Accepting Proposals and Awarding Contract for 2022 MSA Pavement Marking Improvements, Improvement Project #22-13
 16. Resolution #22-206 Approving Riverstone South Partial Financial Security Reduction
6. **Public Hearing**
1. Public Hearing - Vacating Portions of Drainage and Utility Easements in Hunt Addition, Davis Farms Addition, and Trott Brook Addition
7. **Council Business**
1. Green Valley Greenhouse/Davis Farms 2nd Addition Plat and Rezoning
 2. Resolution #22-208 Approving Purchase Agreement of a Portion of Outlot B, Elmcrest Sanctuary, Anoka County, Minnesota (this portion of the meeting may be closed to the public per MS 13D.05 Subd. 3 (c) (3)) **Please Note: this case was moved from Case 7.6 to Case 7.2 on the Regular Agenda.**
 3. Adopt Resolution #22-185 Approving Purchase Agreement and Sale of Outlot A, Gigi Addition; Case of Schiebout Family Limited Partnership (Portions may be closed to the public)
 4. Adopt Resolution #22-200 Ordering Plans and Specifications for Improvement Project #23-01, 161st Avenue Reconstruction
 5. Adopt Resolution #22-201 Ordering Plans and Specifications for 167th Avenue Reconstruction, Improvement Project #23-04
 6. Adopt Ordinance #22-23 Amending Section 117-57 - Nonconforming Structures and Land Use

7. Approve the Following Meeting Minutes:

1. City Council Work Session dated 08/08/2022
2. City Council Regular Session dated 08/08/2022
3. City Council Canvassing Board dated 08/12/2022

Please Note: This case was moved from the Consent Agenda 5.1 to the Regular Agenda 7.7.

8. **Mayor/Council/Staff Input**

9. **Adjournment**

CC Regular Session

5.1.

Meeting Date: 08/23/2022

By: Katie Schmidt, Administrative Services

Information

Title

~~Approve the Following Meeting Minutes:~~

- ~~1. City Council Work Session dated 08/08/2022~~
- ~~2. City Council Regular Session dated 08/08/2022~~
- ~~3. City Council Canvassing Board dated 08/12/2022~~

Please Note: This case was moved from the Consent Agenda 5.1 to the Regular Agenda 7.7.

Purpose/Background:

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

Background: Attached are the meeting minutes referenced above.

Recommendation:

Approve the meeting minutes.

Action:

Motion to approve the following Council meeting minutes:

1. City Council Work Session dated 08/08/2022
2. City Council Regular Session dated 08/08/2022
3. City Council Canvassing Board dated 08/12/2022

Attachments

8-8-22 CCws

8-8-22 Mtg

8-12-22 Canvassing Board

Form Review

Inbox

Brian Hagen

Form Started By: Katie Schmidt

Final Approval Date: 08/24/2022

Reviewed By

Brian Hagen

Date

08/18/2022 02:34 PM

Started On: 08/18/2022 01:59 PM

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

The Ramsey City Council conducted a City Council Work Session on Monday, August 8, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Acting Mayor Chris Riley
 Councilmember Chelsee Howell
 Councilmember Dan Specht
 Councilmember Matt Woestehoff

Members Absent: Mayor Kuzma
 Councilmember Heineman
 Councilmember Musgrove

Also Present: City Administrator Brian Hagen
 City Engineer/Interim Public Works Director Bruce Westby
 Finance Director Diana Lund
 Fire Chief Matt Kohner
 Police Chief Jeff Katers
 Administrative Services Director Colleen Lasher

1. CALL TO ORDER

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

2. TOPICS FOR DISCUSSION

2.01: Continued Discussion on 2023 Budget/Levies

Finance Director Lund started by discussing the road options. She said that she updated the numbers to remove \$750,000 from the ARPA funds so that the money can be used and it is now in the general fund. She spoke with City Engineer/Interim Public Works Director Westby in regard to the \$750,000 and believes that it is more comfortable and doable to split the \$750,000 into two years. She stated that \$375,000 has been added to the 2023 budget and the other \$375,000 has been added to the 2024 budget. She noted \$750,000 was added to the debt. She said that options one and three were chosen at the last work session. Option one adds the funds to the property tax levy each year for the next nine years, and the roads would only be able to be done to the extent of the available funds since it will be limited based on the annual levy. Option three is to issue debt, likely fall of 2022, over a 15 year timeframe. She discussed the original request with the full budget request noting option one adds the additional levy for the roads and option three adds the 15 year debt service levy.

Acting Mayor Riley asked if they needed to discuss any of the information, as it was previously indicated that these options were what the Council wanted to do. He said that these options helped them get ahead in working on the roads by taking out bonds, and 15 years was the middle ground, as 10 years was too short and would cost too much money. He asked if the Council was wanting to move forward with that.

Councilmember Specht stated that he definitely likes option three, and wasn't aware of anyone who was in favor of option one. He wanted to move forward with option three as soon as possible.

Acting Mayor Riley said that he thinks the huge advantage to option three over option one is that they have more money upfront with option three. With option one they do not have the ability to get ahead and front load the work. He thinks option three is the best and requested they move forward with option three.

Finance Director Lund said that she plugged in numbers to the whole budget with options one or three. The numbers were based off the tax capacity rate, which she used to figure out the tax of that. She explained there is not a huge difference between options one and three. Option one is a 41.5% rate versus option three being a 41.13% rate, which is a lower rate but gives the money up front for the roads. She also gave a comparison of what the last three years look like for overall levy and tax rates. She said the major factor in why the tax rates stay so low is because they have a 26% value increase. She then discussed the effects on the taxpayers, both residential and commercial. In regard to commercial, she added that this is their City portion only. She said that the tax effect of the increase for residents, City portion only for the tax bill, based on the median value home is a \$272 increase by issuing the 15 year debt and the full budget request. She said there is also a percentage increase to residents, which was listed on the handout. She said that each Councilmember is on the handout. She explained it is a running total or comparison for each year, so as Councilmembers come up the list gets bigger, noting these are all actual numbers of valuations.

Councilmember Woestehoff asked Finance Director Lund to explain the difference between a few of the columns on their handouts.

Finance Director Lund explained the blue column is the difference between the two yellow columns. She said that looking under "2022 City Portion Taxes A" and then looking at "2022 City Portion Taxes B," the two yellow columns, the blue column is the difference between these two.

Acting Mayor Riley asked if they were looking at a 25% to almost 30% increase.

Finance Director Lund said yes, the lowest increase was 19% for the highest priced home because it did not increase as greatly in value. Overall, she said to look at the median value homes, which would be about a 24% increase.

Councilmember Woestehoff added that the median property value increase is approximately 27%, so it is around 22-23% for every residential home, on average. He said what he was trying to ask is whether the average property value went up 23-24% and the tax increase is basically 23-24%, all things being equal, if the property value stayed the same there would be no tax increase.

Finance Director Lund stated that no property value stayed the same.

Councilmember Woestehoff said his point was that the percentage of the increase for option three they would be asking of residents was moderately equivalent or parallel to the increase in their home value.

Finance Director Lund said that it will be comparable.

City Administrator Hagen said that last year's tax rate was just over 42% and this year they are estimating it at 41%, making it virtually the same.

Finance Director Lund said this was the road portion of the budget. In regard to moving forward, she asked if Council was comfortable with preliminarily looking at doing option three for the purpose of having a starting point to go out to the residents so they can weigh in once they see their tax bill.

Acting Mayor Riley asked if they can figure out the effect of option three by itself.

Finance Director Lund said she can run those numbers separately.

Acting Mayor Riley added that he would like to see if there was a way to run a budget of essentially decisions the Council has already made, not proposing these things, but items they have already acted on, such as the wage increase.

Finance Director Lund said that in the budget notes she had done previously, a majority was personnel, and she had broken out the existing budget and the new personnel request. Outside of non-union employees, everyone is locked in at a 3% COLA, so it would come down to what is decided in regard to healthcare. She asked Administrative Services Director Lasher if that was locked into the contracts.

Administrative Services Director Lasher said that it is locked in with a little bit of wiggle room depending on what happens with the rates.

Finance Director Lund said that as of right now, single coverage is 100% funded which is why they are looking at about a 9% increase in regard to single coverage, which several employees are under. For family and employee plus spouse or employee plus child, the rate is split, so a 4.5% increase goes to the employee and 4.5% to the employer. She said that she could get a better summary together for the Council on this topic.

Acting Mayor Riley said he is unhappy with the 25-30% increase and is not willing to move forward with it, but he also knows they have already made a lot of the decisions that factor into that.

Finance Director Lund asked, in regard to the union contract, are they locked in at the 3% COLA, for everyone outside of that, do they put them in another column leaving them open for discussion.

Councilmember Specht said he believes what Acting Mayor Riley is referring to is that they approved a second maintenance person and some other positions ahead of time.

Acting Mayor Riley said what Councilmember Specht was referring to was part of it. He was also referring to the 3% wage increase they have already agreed upon with the unions. He noted that many of the decisions are heading toward 25-30% have already been made. He stated that this is where he is concerned. He can say he is unhappy with the 25-30%, but he is not sure how much they will have the ability to knock that number down.

Councilmember Woestehoff put it a different way by saying that he thinks Acting Mayor Riley is curious to understand what numbers, at this point, are discretionary.

Finance Director Lund said that a majority of the discretionary is going to come down to the personnel requests. In regard to the 3% in non-union wages, that has not been negotiated. She said some of the capital equipment is also being affected in the property tax levy. She asked if they wanted to use those funds up in regard to what is funding the other capital. She requested the Council give her a better idea of what they are looking for in regard to what is committed versus what falls outside of that. She said the health insurance would need to be negotiated if they change out the single coverage that is not 100% funded.

Councilmember Specht said one thing he thinks they will run into is when people make requests. He said that it comes down to if they spend nothing more, people will still have an increase because their home value is more. He asked how much is actually an increase from the Council rather than an increase due to the value of their home. He added that even if the City reduced its budget, property owners would still have an increase, but it is a matter of how much the Council can cut it while still being efficient to the City.

Finance Director Lund said the main factor it comes down to is the percentage of that tax levy that is contributing to the roads and when that percentage is solved, it will tell them what the additional increase is.

Acting Mayor Riley asked if the requests that have been made will be fairly easy for Finance Director Lund.

Finance Director Lund said that she will just have to do a separate column with the road portion only.

Mayor Pro Tem asked if that would include the discretionary part of it.

Finance Director Lund asked Acting Mayor Riley for a better handle on what he was calling discretionary. She said the personnel costs of non-union are still going to be a large number because there are still many people that are not under union contracts with 3% COLA.

Councilmember Specht said he feels like the next two, personnel requests and capital, are what they can choose to do or not do.

Acting Mayor Riley agreed with Councilmember Specht.

Finance Director Lund said that she will figure out what the road portion only contributes to the tax increase, make a list of the positions, and the dollar amounts that are related to the union contracts, salary only, and the respective benefits, not including health insurance, and those positions that have been added but were not part of the original 2022 budget.

Acting Mayor Riley stated that this is exactly what he was looking for.

Councilmember Specht asked for clarification if they had the ability to change anything with healthcare since it is not locked in the contracts, if they had the desire to. For example, if the Council said they did not want the single coverage to be 100% if that was flexible.

Finance Director Lund noted there are two sides to this. The City still has non-union people that are not locked into contracts and union people who are locked into contracts. She stated there is language that mentions there is some wiggle room.

Administrative Services Director Lasher said that, for example, not to exceed \$X amount depending on the percentage that they get. They are protected and know a worst case scenario number, but it could be a little better.

Finance Director Lund stated in regard to charging people that are under contracts with single health insurance, if the contract has been negotiated with 100% coverage, it is not doable.

Councilmember Specht asked if, historically speaking, they had seen as dramatic a fall in home prices. For example, in times where they saw a 22% increase, in the next year could it go down by 15%.

Finance Director Lund said there was a decrease with the market crash of 2009, which was ridden out for a couple of years. She had the history of the market value of the past several years if Councilmember Specht wished to see that.

Councilmember Specht explained his concern is that if they have a decent tax capacity and are doing well, if they would be setting themselves up for failure if it would be dropping. He said there is no way that the City can predict the market but they should be thinking of this possibility as the Council makes their decisions.

Acting Mayor Riley said he believes that the County has been a little slow in following the increases as high as they have been. He said that they follow the market.

Finance Director Lund said that is accurate.

Acting Mayor Riley asked Finance Director Lund if she was now going to talk about personnel requests and capital requests.

Finance Director Lund said yes and moved on to the general fund budget as a whole because the tax levy portion outside of the road is all locked in. She said the other portion outside is the EDA and that increased \$7,500 which is going to the EDA on Thursday. She said that the only portion remaining is the general fund levy, which includes the personnel and capital. She said that the personnel portion is a total budget request. They have two positions that are related to the utilities, which is a reclassification of the utility maintenance worker to the utility lead person. She noted this will be zero because they are not under the general fund of the levy. The overall amount that is related to the general fund position request is \$244,345 and that takes into consideration the uniforms needed in the police department for officers in training. She said that the Staff is here that has requested reclassifications, increase in hours, and new positions, noting these are extra items that are not already in the budget for 2022 and are the discretionary items.

Acting Mayor Riley referenced reclassifications, which are low dollar amounts of changing an employee from one position to another, he asked if the Council was comfortable with the reclassifications.

Councilmember Howell said yes to the reclassifications.

Acting Mayor Riley moved on to the increase in hour requests, in which there were two. He asked if they had already discussed the increase in hours for the recreation specialist.

Finance Director Lund said yes on the increase in hours through the end of the year, but it did not become a full-time person.

Administrative Services Director Lasher explained it was just temporary and they had made her full-time through the end of 2022, but for 2023 the increase still needs to be handled.

Acting Mayor Riley stated that it was an increase from 29 to 40 hours and asked if the Council wanted to talk about the position more in depth.

Councilmember Howell said she was not in support of the increase because this seems a little more discretionary and the Council could cut this. She said that if the Council are serious about finding things that they can cut, then they should act on that.

Acting Mayor Riley said he agrees but they will have to figure out how they will have Happy Days when the increase for 2022 was covering that. He asked if the Council wanted to put that back for Staff to talk about, and if the Council does not increase that, how do they handle Happy Days.

Administrative Services Director Lasher stated that the increase of 29 to 40 hours a week was requested a long time ago and did not have anything to do with Happy Days. It was just a request to gain an additional 11 hours to grow the current City recreation program further.

City Engineer/Interim Public Works Director Westby said this was correct.

Councilmember Specht asked if they would potentially lose the employee if they were to move their hours back down to 29 after the end of the year.

Administrative Services Director Lasher said this individual is to the point that she needs health insurance so that would be a factor.

Councilmember Specht said he agrees with Councilmember Howell. If they are thinking big picture, then something has to be cut, and while recreational things are of great value to the residents, it is not as necessary. He said this is worth the discussion.

Councilmember Woestehoff asked if it was a 40 hour minimum for benefits or if it was 34.

Administrative Services Director Lasher stated that the minimum was 30 hours.

Councilmember Howell asked if she would have insurance if they moved her from 29 to 30 hours.

Administrative Services Director Lasher said yes.

Councilmember Howell asked what it would cost to just bump her up an extra hour weekly and offer her insurance.

Finance Director Lund said that it would be the same amount insurance wise and if the employee does go on insurance, then her single insurance is around \$12,800, so it would cost them an extra \$12,800.

Councilmember Howell asked what would service the residents better, the extra expenditure and having the recreation programs, or if they would just be doing this to make sure that an employee has insurance. She wanted the Council to consider the pros and cons and said she would still like to cut the hours to save somewhere.

Administrative Services Director Lasher said she believes that if Interim Parks and Assistant Public Works Director Riverblood were here he would say that he sees the need to have the individual at 40 hours a week and it is a plus to be able to give someone health insurance if it would mean otherwise losing them. She said that Interim Parks and Assistant Public Works Director Riverblood has had this in his plan for about a year and a half to bring this position full-time.

Councilmember Specht asked if they brought this person on as an intern, it was cheaper and easier because they had to train them.

Administrative Services Director Lasher said that several years ago they had a Parks intern for a few years and it was not cost effective because a lot goes into recruiting and training, only to have them turn around and go back to school. What replaced the temporary intern was a part-time recreational specialist, at 20 hours per week. They had quite a bit of turnover and went through three or four 20 hour a week recreation specialists and now they are here with the current individual.

Councilmember Woestehoff said that he would prefer to hear some more justifications for the additional hours, such as some examples of what has happened over the past 6 months and how it has been beneficial. He said that he would lean towards the 30 hour position rather than 40 hours because he does not see enough of a benefit to add the additional hours.

Acting Mayor Riley said that the direction of this is that they would like to hear more about the position.

Councilmember Specht said he sees some of the programs that are being put on but another thing he would find helpful would be to see the numbers of how many people are utilizing these programs. He heard that pickleball was a huge success but he would like to see the numbers of the different programs.

Acting Mayor Riley added that they would like to hear more about the recreation specialist. He moved onto the permit tech request. He asked if they wanted to hear more about this position.

Councilmember Specht said that this sounds like a need.

Councilmember Woestehoff added that this sounded like a need unless they could contract this out. He asked if they had contracted this out previously and if this was to replace it being contracted out.

Administrative Services Director Lasher said that was something else and permit tech work is not contracted out.

Acting Mayor Riley asked if the Council was comfortable moving forward with this request.

The Council agreed to move forward.

Acting Mayor Riley moved on to the discussion of new positions, which were for a community service officer and a patrol officer.

Police Chief Katers explained that the community service officer (CSO) is a part-time position, typically filled by a student going into law enforcement. They respond to non-primary calls for service such as lock outs, animal containment services, parking enforcement, traffic control at accidents, and things of this nature. They have utilized this position and currently have two CSOs, which are not licensed police officers, but students going to school for law enforcement, which is a requirement for the role. The addition would be to add an additional CSO to handle animal containment services that was previously contracted out to North Metro Animal Control Center, which has since gone out of business in June of 2022, causing animal containment to fall back on the City to return dogs to their owners, and boarding them at Anoka. He said that his reasoning for this request is that he would rather see his CSOs bringing animals down to the pound in Anoka than peace officers leaving the streets of Ramsey to bring dogs down to Anoka.

Councilmember Specht asked how this position relates to the volunteer or reserve officers that they already have.

Police Chief Katers said he believes they currently have 15 or 16 reserve officers, noting that during COVID their numbers dropped to under eight and now they have added more but a lot of them are in training. He explained these are volunteer hours and their only mandatory event is Happy Days when the City requires all of them to be there. He said that volunteers could fill the role, but ultimately their schedules dictate how much time they can volunteer for. Currently, they are having their reserve officers ride along with their CSOs to get field training from them. He added that they have an explorer program that is different from the reserves, which is through the Boy Scouts of America and it is for youth aged 14-21 years old who are looking at exploring a career in law enforcement.

Councilmember Specht said that it seems like the reserve officers would not be 100% dependable.

Police Chief Katers added that the reserves are scheduled for volunteer shifts, which tend to be on the weekend based on work schedules. He said they do handle these types of calls when they are on duty; however, they are not scheduled throughout the week, 24/7/365.

Acting Mayor Riley said the two CSOs are utilized as much as they can be and there is a need for another half position.

Police Chief Katers said yes.

Administrative Services Director Lasher asked if their schedule was 25 hours a week.

Police Chief Katers said yes, that is maximum flexibility so they can attend their classes.

Councilmember Woestehoff asked Police Chief Katers, if given the choice between a patrol officer or a CSO, which he would choose.

Police Chief Katers said that he would rather see the full-time patrol officer approved. He added they are able to promote their CSOs, reserves, and explorers to a full-time police officer position if they are eligible. He explained they have a built in training program for this and have always done this so they have a built in talent pool continually running.

Councilmember Howell asked about the percentage of the service that would go to animal control versus the other items that Police Chief Katers mentioned.

Police Chief Katers explained that a majority of their time goes towards animal containment. He said within the last month there have been five dog bites, each which required follow-up with the vets and the parties involved, the paperwork, the potentially dangerous dog hearing. This is what they are primarily responsible for. He would say that about 60% of their time is spent on animal containment and the rest goes to assisting officers with non-primary calls, traffic directing at accidents, and some medical events, in which they have received training.

Acting Mayor Riley asked if there was a savings since they are no longer contracting out animal control services.

Police Chief Katers said that it was actually a price increase. North Metro Animal Control was an Andover business that went out of business, but Ramsey had to contract back with the City of Anoka to board animals that they contain and it is a higher cost. He explained they were saving around \$4,000 a year by utilizing North Metro Animal Control.

Councilmember Specht mentioned the capital requests and asked if Police Chief Katers had to choose between the officer versus the drone aerial requests, are there certain things he thinks could be pushed off that are not an immediate need.

Police Chief Katers said there are some items in the capital requests that they do not have, but they would like to have. He said there is a use for drones but the department could get by without them. As far as the personnel, he would ask, based on the calls for services, that they continue to hire police officers. He said the CSOs help because they take calls from the officers so that the officers can attend to the calls that require a licensed police officer.

Councilmember Howell asked how this compares to what surrounding cities do for their animal control.

Police Chief Katers explained this varies greatly from city to city and cities that do have CSOs use them for animal control. There are some cities that contract out but there are drawbacks to this. If the animal containment service was in East Bethel, their residents would have to go all the way to East Bethel to pick up the animal. He added that there are not a lot of these contracted services available. He said that the City would have to pay for unclaimed animals with the contracted service. He went on to say that they try to limit the amount of time that an animal is in their containment service. With social media, they are able to get the information out about the found animal much quicker. They said that they have not euthanized an animal in quite a few years due to adoptions. The City would have to pay the euthanization fee if they did have to use euthanasia.

Councilmember Woestehoff asked if the contract with Anoka was with the City or the County.

Police Chief Katers said that it was with the City of Anoka. He said that they have kennels and Ramsey is the only city that contracts with the City of Anoka and the rest of their space is used by Anoka. Ramsey is able to rent two kennel spots from the City of Anoka.

Councilmember Woestehoff followed up by asking if it was the County, could the sheriff's department be contracted to handle this.

Police Chief Katers said that it is just the City. He noted there was a suggestion from the owner of North Metro Animal Control, that the County as a whole look at offering these services in some regional capacity.

Acting Mayor Riley asked if Police Chief Katers could give the Council some number for justification.

Police Chief Katers said that they were up to about 16,000 calls for service a year and the numbers continue to increase every year. He said that they are asking more and more of their police officers with the calls on mental health, calls on violent crimes, and they are asking them to handle a lot more. He said based on his calculations, each officer was handling an average of 500 calls per year. Some of the calls are minor but others require extensive follow-up. He said a calculation that used to be used was one officer per 1,000 residents. He said they are close to that with the City's population of roughly 27,000. Ramsey is at that number of licensed officers; however, there are some cities across the country that are at double that number. He said they do a good job of meeting the needs for the community but it is more complex than the old calculation of one officer per 1,000. He said it has to do with the types of calls they are handling and the volume of calls. He said that he thinks they need to stay steady with the growth of their City, which they have seen based on population numbers. He has seen by calls for service that the staffing maintains with the City's growth.

Acting Mayor Riley said he had heard that the drunk driving officer position had become a full-time patrol officer.

Police Chief Katers reviewed that two years ago, the Council agreed to enter into a contract having an officer dedicated to the Toward Zero Death traffic enforcement and all of their time was spent in the City of Ramsey working on traffic enforcement. It was funded by a State grant Toward Zero Death, which paid for the officer's salary. When the officer was not working on that, they had to clock out of that to be used within the City. Because of staffing, they had to pull the officer from the grant program to help cover calls for services within the City. He explained that they have not yet been pulled, but they will not be renewing their contract. If they are no longer able to provide the services at a level that the citizens would expect, that would be the first officer to be pulled from the extra service contract. The downside is that they would not be paid for the officer's salary from the State; however, they feel they need to meet the needs of the citizens first. With that being said, next year they will not be renewing the grant because they need the officers on the streets. The other side of this is that the program awards grants for two or three years and they are in year number two; then it is given to another jurisdiction within the region. The thought behind that is to be able to give another agency the chance that they were given.

Acting Mayor Riley asked if this was also an increase that was already factored in.

Police Chief Katers said that was correct, this was an officer that was added in the last budget cycle.

Acting Mayor Riley asked if the Council was ready to move onto other new positions.

Councilmember Woestehoff asked if could move forward to the capital requests from the police department so that they could continue the discussion around the police department. He said that his question is about the request for squads and if they are related to the new positions or if they are strictly lifecycle.

Police Chief Katers said that all of these items are for lifecycle replacements, not for additional vehicles to the fleet.

Councilmember Woestehoff asked whether, by potentially adding a CSO and patrol officer, they still had enough vehicles to meet the needs of the City.

Police Chief Katers said that was correct.

Councilmember Howell asked about the UAV and what they do now if they do not have one.

Police Chief Katers said that they use these to look for suspects and missing children or adults. There are other agencies that do have them, so the City can request assistance from them when needed. Usually there is at least one in a patrol vehicle so it is just dependent on where they are in the County. Ramsey typically asks the City of Coon Rapids or Anoka County. He noted it adds about 30 minutes before the device is able to be deployed.

Councilmember Specht asked if they ever have a type of reserve for that. He said that he sees individuals out with drones and asked if this is something that can be outsourced.

Police Chief Katers said that they do not currently have any type of arrangement for outsourcing. He said there are some forces that offer this type of service and Ramsey has used them in the past for number counts for people at Happy Days, which was done with emergency management who has drones to do this. He said there are options, but it comes down to the time that it takes to get them, which would average about 30 minutes.

Councilmember Howell asked how many times a year the UAVs are used.

Police Chief Katers said that an estimate would be around five or six times a year.

Councilmember Woestehoff asked if the fire department would have any use for these UAVs.

Fire Chief Kohner said they would not have a use for these, they would just use the emergency management drone. He was pretty sure that to use them, a licensed operator is required, that is at a cost, and there would be a lot of follow-up with that. He said typically when they are doing a search for a missing person, it starts on the ground and takes a while until they get to the point that would require a drone.

Acting Mayor Riley said at this time, he does not see a need for a UAV and Staff instead should look into contracts for this. He asked the Council if they agree.

The Council agreed with Acting Mayor Riley's comment.

Acting Mayor Riley asked Police Chief Katers to look into contracts and to get back to the Council on what it would look like without the UAVs.

Councilmember Specht added that things would just look the same without them.

Acting Mayor Riley asked if they were ready to move on from the discussion surrounding the police department.

Councilmember Specht said if there are more capital questions they can come back to that.

Acting Mayor Riley moved on to the full-time engineer tech II discussion. He mentioned that he and City Engineer/Interim Public Works Director Westby had discussed that they were going to keep busy with engineering with building roads.

City Engineer/Interim Public Works Director Westby explained this position is in follow up to the reclassification if engineering tech II becomes engineering tech III, they then move into design work and the engineer tech II position needs to be backfilled to inspect construction in the field.

Acting Mayor Riley asked if there was any cost savings with this, such as completing the inspections that they would otherwise have to hire out.

City Engineer/Interim Public Works Director Westby explained the tech II is already doing the inspections so if they move up to tech III, they would be doing more design work, especially if the road funding budget is increased.

Councilmember Specht asked if the negative number under utility funds meant that this portion does not come from the general fund.

Finance Director Lund said that was correct. Usually they work on storm drainage projects and those types of things so the funding comes from utility funds.

Acting Mayor Riley asked if hiring a new position would affect the engineering income that they add to every project.

City Engineer/Interim Public Works Director Westby said that it would not affect that cost.

Acting Mayor Riley said that it had been asked at Public Works how much engineering could get done with the roads. If they do not hire this position, he asked City Engineer/Interim Public Works Director Westby if his previous answers had been premised on having this position.

City Engineer/Interim Public Works Director Westby said that is correct, it was premised on having two designers in the office, the engineer tech III and the assistant City engineer.

Administrative Services Director Lasher asked if this position was a part of the master plan of shuffling things around and the reorganization to make things successful.

City Engineer/Interim Public Works Director Westby said that is correct.

Acting Mayor Riley asked if this new position would also help City Engineer/Interim Public Works Director Westby in his new position.

City Engineer/Interim Public Works Director Westby said this new position will help him be able to transition over to Public Works.

Councilmember Specht asked if this could be contracted out even if it takes more training time to get them familiar with the City.

City Engineer/Interim Public Works Director Westby said he thinks there is great value in having the Staff do the design projects. Engineering can be contracted out; however, having familiarity with the community allows the projects to be designed and completed to a much higher standard and more quickly. He thinks it will be a much better product if the designer has a stake in the project by being from the City.

Acting Mayor Riley mentioned the street redesign that will be worked on for the foreseeable future would cost more if they contracted it out. He feels they have already made the decision that there is a need for this role.

Councilmember Woestehoff said if the work was contracted out it would be more than \$29 per hour in terms of what the rate would be. He said this position seems to be more of a cost savings.

Acting Mayor Riley mentioned that Finance Director Lund had pointed out the utility worker has zero cost to the general budget. He asked who could discuss this and if this was in anticipation of the water treatment.

City Engineer/Interim Public Works Director Westby said this is a position to start making up some of the ground they have fallen behind on, noting the utilities system continues to grow. As they add hundreds of homes, they have to add hundreds of services, which means thousands of feet of water main and fire hydrants. He said to maintain and operate this system, it takes a lot of work and this position is just to help keep up with that work. He said that he would also like to add the reclassification of the utility maintenance worker to a utilities lead which takes the utility worker out of the field when they are a lead and they are doing things in the office.

Councilmember Specht said they had previously talked about the road and park maintenance working hand in hand on what is being done. He asked if even though these positions were being funded by the utilities if they had flexibility to help with the roads and repair or if it was just mainly utility maintenance that would be keeping them busy.

City Engineer/Interim Public Works Director Westby said that they typically stick to their division, other than helping with plowing.

Finance Director Lund asked if there were no changes on this at the time.

Councilmember Specht said just concerning the recreation specialist.

Acting Mayor Riley said that the Council wanted to hear more on the recreation specialist concerning the facts and figures.

Councilmember Howell asked Finance Director Lund if they could get the number difference if they move the recreation specialist to 30 hours versus 40 hours.

Councilmember Woestehoff said that he would also like to see the numbers of what it would look like at 29, 30, and 40 hours for that role.

Acting Mayor Riley started the discussion on capital requests. He asked Council if everyone was comfortable with what was already discussed in regard to the police department requests or if anyone had any further questions.

Councilmember Woestehoff added that when it comes to the police vehicles, he would be in favor of adding two Explorer hybrids as opposed to a Tahoe and an Explorer hybrid. He believes that the gas savings would be made up in a year.

Acting Mayor Riley asked Police Chief Katers, since these vehicles are on the list, if this is the police department's criteria and what they need.

Police Chief Katers explained they buy from the State purchasing contract so they do not have to negotiate the price of vehicles. The City buys them out of the State contract which has already been negotiated. He said that he noticed that this year, the cost difference between a gasoline only vehicle and a hybrid vehicle for the Ford Explorers are the same. He said there used to be around a \$10,000 price difference between the gasoline only and hybrid; however, now they are the same price. He said that the Ford Explorers are \$41,000, a Tahoe is slightly less, and the Chargers are about \$10,000 cheaper, as well as being around \$2,500 cheaper to equip. He added that the Charger is the only vehicle they can get as a sedan, since Ford stopped making the sedan style and only makes utility vehicles. He said that when they order the vehicles, if they are ordered with the equipment they want and do not take from existing stock, it would take over a year for the police department to receive the vehicle. He mentioned that some of the non-primary vehicles, such as the 2005 Ford F-150, are currently assigned to investigations. He noted that any of the vehicles that they have on patrol need to have a police package.

Councilmember Specht asked if they could utilize retired police vehicles as a vehicle for the new building inspector since it would just be driving around to the different sites that need inspection.

Police Chief Katers said he cannot answer the question per community development; however, when the vehicles are not being used by the police department, if another department within the City has a use for the vehicles, they get first priority before they are sent to auction. He added that this typically does occur, as most of the seasonal maintenance and parks vehicles are former squad cars. He added that building maintenance has a few of the old Tahoes, the Public Works director used to have a Tahoe, and the City is able to utilize these vehicles to get the maximum life possible out of them in other departments within the City. He said that when the police department gets rid of a vehicle, there are typically between 100,000 and 125,000 miles on the vehicles and they rely on their mechanics to tell them when they have put more into the vehicles than what they are worth. So, it is not just dependent upon mileage or age of the vehicle, noting the City has fleet management. He added that there is one more vehicle request this year because it was a request

from last year that got pushed to this year. He said that they try to request a maximum of three new vehicles per year.

Councilmember Woestehoff asked the Staff if the vehicles were not to be offered up to other departments what they would be able to get for the vehicles in auction, for example, and would they be able to get back a third of the sticker price. He asked because of the current market and he thinks that selling a retired police Tahoe could pay for a new Impala or Equinox.

Police Chief Katers said he believes the last vehicle that was sold at auction was one of the sedans and it sold for around \$6,000-\$7,000. If the original purchase price was somewhere in the \$20,000s based on the contract, the City got about a third of the price back.

Acting Mayor Riley asked Fire Chief Kohner about the SCBA compressors and if they had one in each fire station.

Fire Chief Kohner said that they do have one in each station. He said back in 2020 they did have one fail, so there was an emergency purchase needed for that. He reported that one of them is now starting to leak oil and with the current shipping delays, it would be in their best interest to purchase one, or get in line to order one.

Acting Mayor Riley asked if there was a need for one compressor at each fire station.

Fire Chief Kohner said yes, because they serve the refills of the SCBAs at each station. If they did not have them, they would have to load up the SCBAs at one station and drive to the other to refill them. They use these at the end of calls to fill up, but also if there is a house a fire and if they have to run back and forth to stations to refill it is more convenient to have them at the closer station.

Councilmember Woestehoff asked if Fire Chief Kohner could talk about rescue number 21.

Fire Chief Kohner said that this is one of their first out rescue trucks which is used for all medical, personal injury, and accident calls. The City tries to get as much life as they can out of the vehicles. He said that this one is a 2000, so the City is starting to spend some higher bills on it due to maintenance. He added that mileage is not the issue; it goes from zero to high speeds in a short amount of time. He said when looking at replacement vehicles in their fleet, he is also fiscally responsible by getting the most value as they can out of these vehicles since they are a big expense, while also being mindful of the wear and tear on the vehicle and not trying to put it off. He thinks they will be able to get some resale on this vehicle. If the City were to move ahead with this, there is no guarantee that they would get the vehicle in 2023 with all the shortages or vehicle parts.

Acting Mayor Riley said he assumes that a lot of the cost of this has to do with outfitting the vehicle rather than just the vehicle.

Fire Chief Kohner said that is true, there is a dollar amount associated with the vehicle but the price also comes from everything else that has to go into these vehicles.

Councilmember Woestehoff asked if there is another big purchase that they should be worried about for next year.

Fire Chief Kohner explained that last year, they put in the budget a refurbishing amount to extend the life of the tanker. Based on some major repairs that had to be done, they did not want to put this money back into the vehicle so these expenses will be coming up next year. He added that this is something they will not see in 2024 because of the length of time that it takes to build these fire trucks.

Councilmember Woestehoff asked if a tanker costs around \$400,000.

Fire Chief Kohner said that is correct.

Acting Mayor Riley asked Finance Director Lund what the next step is in continuing the discussion of these expenses.

Finance Director Lund said that she will break up the price difference of the roads. She will also add the listing of what the extra items will be in regard to what was added in 2022 that has been committed to and the discretionary items.

Councilmember Specht asked about the delays on other equipment. He said that in past years the Council has supported a 5-10% increase but wanted to look at anything that could be cut out of the budget. He noted that one year they decided not to stay members of one additional organization and he wanted to know if they could find something like that to save money.

Finance Director Lund gave a brief summary of the general fund levy, noting she has broken out the historical levy amounts of what they have done in the past. She said last year, they had done a 5.89% increase. She explained that represented about a \$550,000 increase on the tax levy. She said that for 2023 it is presented as a 13.82% increase and \$1,600,000 in tax levy. She said that is over a \$1,000,000 increase from last year's amount.

Councilmember Woestehoff asked if this was without the pavement.

Finance Director Lund said yes. She mentioned that when comparing the different charts, she wanted to be able to show a comparison to 2022 in each option. Within the general fund, it is difficult because it is locked in to all the things that are already committed and with rising gas and utility prices, everyone is facing increases.

Acting Mayor Riley said that he would challenge Council that if they do not like this number to come up with a number they do like or figure out a goal that can be discussed in later meetings. He added that they could also come up with a percentage that could be given to department heads so they could determine how they use the funds.

Councilmember Woestehoff said that based on his calculation including the general fund and roads, to drop the increase by 1%, they would need to cut \$31,000.

Finance Director Lund asked if there was a percentage that they are looking at so she could tell them what the amount would be. She does not believe that 5% is doable because of what has been locked in with regard to the contracts.

Acting Mayor Riley said that he does not have a number right now and asked Council if they have a number so that Finance Director Lund could look at some calculations of what that would mean.

Councilmember Howell asked what would be doable if the 5% is not doable.

Finance Director Lund asked if she meant the overall levy increase or the general fund.

Councilmember Howell said both.

Finance Director Lund said she thinks, with the debt that the Council has already locked in, outside of the roads, just because they are already committed to that debt, this leaves the general fund and she did not know what would be a good percentage. She suggested an 8-10% increase on the general fund to start to see what that would look like.

Acting Mayor Riley asked if that seemed reasonable to give the Council options to see what these numbers would look like.

Councilmember Howell said that a lot of the requests look like necessities so that makes it difficult and there is not much that can be cut.

Acting Mayor Riley asked Finance Director Lund to work out numbers with the 8-10% increase.

Finance Director Lund said that she will do an 8% increase all the way up to a 13% increase to see what the different numbers represent.

3.01: Review Future Topics/ Calendar

Noted.

4. MAYOR / COUNCIL / STAFF INPUT

None.

5. ADJOURNMENT

The Work Session of the City Council was adjourned at 6:54 p.m.

Respectfully submitted,

Brian S. Hagen

City Administrator

ATTEST:

Katie M. Schmidt
Deputy City Clerk

Drafted by Ava Rokosz
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a regular meeting on Monday, August 8th, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Acting Mayor Riley
 Councilmember Chelsee Howell
 Councilmember Dan Specht
 Councilmember Matt Woestehoff

Members Absent: Mayor Mark Kuzma
 Councilmember Ryan Heineman
 Councilmember Debra Musgrove

Also Present: City Administrator Brian Hagen
 City Engineer/Interim Public Works Director Westby
 Planning Manager Todd Larson
 City Attorney Fritz Knaak
 Police Chief Jeff Katers

1. CALL TO ORDER

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

2. PRESENTATION

None.

3. CITIZEN INPUT

None.

4. APPROVE AGENDA

Motion by Councilmember Woestehoff, seconded by Councilmember Howell, to approve the agenda as presented.

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

5. CONSENT AGENDA

Motion by Councilmember Woestehoff, seconded by Councilmember Howell, to approve the following items on the Consent Agenda:

- 5.01: Receive Cash & Investments for Period Ending July 31, 2022
- 5.02: Note the Following Boards, Commissions, and Committee Meeting Minutes:
 - 1) Environmental Policy Board Dated May 16, 2022
 - 2) Economic Development Authority Dated June 9, 2022
 - 3) Parks and Recreation Commission May 12, 2022
 - 4) Planning Commission Meeting Minutes Dated June 23, 2022
 - 5) Public Works Committee Dated June 21, 2022
- 5.03: Approve the following Meeting Minutes:
 - 1) City Council Work Session dated July 12, 2022
 - 2) City Council Regular dated July 12, 2022
 - 3) City Council Work Session dated July 26, 2022
 - 4) City Council Regular dated July 26, 2022
- 5.04: Approve State of MN Joint Powers Agreements with the City of Ramsey on behalf of its Police Department.
- 5.05: Approve Business Licenses
- 5.06: Approve Rental Licenses
- 5.07: Authorization to Hire a Part-time Planning Division Administrative Assistant
- 5.08: Authorization to Hire a Streets Maintenance Worker to Fill a Current Vacancy
- 5.09: Authorization to Hire an Accounting Clerk
- 5:10: Adopt Resolution #22-178 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 21, 2022, through August 3, 2022
- 5:11: Adopt Resolution #22-180 Authorizing Early Termination of Lease with Todd Bialon (EZ Auto)
- 5:12: Adopt Resolution #22-181 Authorizing the City Administrator the Authority to Hire Temporary and Seasonal Employees

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

6. PUBLIC HEARING

None.

7. COUNCIL BUSINESS

- 7.01: Consider a Home Occupation Permit and Conditional Use Permit for Your Computer Hero at 5435 180th Ln NW (Project 22-127)**

Planning Manager Larson reviewed the request, noting there are two parts to this request, the first being the request for a home occupation permit. He explained this is an existing business that has space in a commercial district; however, the nature of the business has changed and there is no customer traffic anymore, they primarily go out to the businesses. He said that at this location what they are looking to do is service the computers and get supplies to take off site to do the work on the computers and return them to the business. The business has employees that will not be visiting any more than once per week per employee. He added that the other half of the request is for a conditional use permit. They are requesting this permit because the structure they are proposing to construct has two stories, the first level being a garage with a service area and upstairs would be the office space. He stated the Planning Commission recommends the approval of both the home occupation permit and the conditional use permit. He noted that the applicant is in the audience.

Acting Mayor Riley asked the applicant if they wished to come forward and address the Council.

The applicant said that the Planning Commission was very thorough but she would be happy to answer any questions that the Council may have.

Councilmember Specht said that he agrees with the Planning Commission and trusts their advice.

Councilmember Howell said that the request looks straight forward and she will be supporting it.

Motion by Councilmember Howell, seconded by Councilmember Specht, to Adopt Resolution #22-164 Approving a Conditional Use Permit to Allow a 2-Story Accessory Structure as 5435 180th Ln NW and to Adopt Resolution #22-165 Approving a Home Occupation Permit to Allow a Computer Business as 5435 180th Lane NW.

Further discussion:

Acting Mayor Riley added he liked that they are removing the retail portion of the business, he thinks that it will be producing very little traffic, and believes this is a good idea.

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

7.02: Green Valley Greenhouse/Davis Farms 2nd Addition Plat, CUP Amendment, Comprehensive Plan Amendment, and Rezoning

Planning Manager Larson reviewed the staff report and recommendation to Adopt Resolution #22-173 for the comprehensive plan amendment to do the reguinding, introduce Rezoning Ordinance, and Adopt Resolution for amending the conditional use permit for the phased expansion with just one change regarding condition 15 to reference the landscaping plan. He noted that in two weeks it will come back to the Council for the easement vacations that go with the plat as well as the plat itself. There was some confusion on how the plat was being processed but it is considered a minor plat so just the final plat is coming back to the Council. He said there is no plat tonight but to keep in mind that it is in the next phase. If the Rezoning Ordinance is approved, it will also come back to the Council after the Met Council signs off on it. This is something that the Met Council should

be able to do administratively because there is no net loss of any acreage or density so it should have a quick turnaround time. He noted that the applicant is in the audience.

Councilmember Woestehoff asked if they could also solve this problem by adding greenhouses as a conditional use to the R-2 District.

Planning Manager Larson said that would require a text amendment which is certainly possible. He has been able to speculate that since the R-1 District has four components to it, he believes that the intent was probably in rural development but it was lumped into all of the R-1 Districts. Since most of the R-2 land is in already developed areas, a greenhouse would not be appropriate there.

Acting Mayor Riley asked if Planning Manager Larson knew why there was R-2 in this location of the City since it is not in the developing, densely populated area.

Planning Manager Larson said that as far as he knew, it was just a spot that someone thought made sense to shake up the pattern of future development.

Councilmember Specht said he supports this because Green Valley does a lot for their community by adding jobs and lots of great products. He mentioned that he was honored to get the opportunity to tour their facilities earlier this year. He sees that by Green Valley expanding it can only make the community better and he is in support of these needed changes.

Acting Mayor Riley asked the applicant if he wishes to come forward.

Aaron Davis, 6381 178th Lane, said that he and Brad Wolf were the co-owners of the greenhouse. He explained that the Hunt property makes sense for future growth for them. He would be happy to answer any questions and help explain anything in any way he could.

Acting Mayor Riley said he knows that Green Valley is a great corporate citizen of the City. He said that through the years he has sold many of their fundraising gift cards and thinks that is a great program they have done. He thanked the applicant for being there and for being a great corporate citizen. He began discussing the options before the Council and said the Planning Commission gave them direction with adding the one condition.

Planning Manager Larson said that is correct and that condition came out of the EPB's review and needs to be amended in the CUP Resolution.

Motion by Councilmember Howell, seconded by Councilmember Specht, to adopt Resolution #22-173 Approving a Comprehensive Plan Amendment regarding lands between low density residential and medium density residential and to introduce Ordinance #22-24 Rezoning lands between R-1 Residential MUSA-80 and R-2 Residential and to adopt Resolution #22-174 Approving an Amended Constitutional Use Permit for the phasing expansion of a commercial greenhouse operation and the addition of the landscape plan, Condition #15.

Further discussion:

Councilmember Woestehoff added he wanted to clarify that since motion two was an ordinance, the Council will see it again. He stated he will vote in favor of it today; however, he does not necessarily enjoy these types of zoning swaps because they feel slightly disingenuous to the Met Council, to a certain extent, that they are doing a land swap to meet their needs. He would prefer to see a better solution from a zoning perspective as opposed to the R-1 to R-2 swap.

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

7.03: Consider Waiver of St. Katharine Drexel Land Use Review Fees (Project #21-103)

City Administrator Hagen reviewed the request.

Acting Mayor Riley said his understanding of this case that is a he-said, she-said situation.

City Administrator Hagen said there is some of that here. He commented that in a perfect world they would have existing Staff and perfect memories. However, not all of the Staff that worked on this case are still employed by the City, as this was over a year ago.

Councilmember Specht asked if they were discussing the \$398.62 in fees.

City Administrator Hagen said this is the amount that the City has identified. He said the City sent them an invoice for \$97.83, but they are disputing this invoice and more additional charges, adding up to the \$398.62.

Councilmember Specht said this is obviously not a huge amount in terms of the budget; however, there are the inconsistencies of the he-said, she-said. He added that due to the amount he would be happy to maintain the good relationship with the church as they add a lot to the community and waive the fees.

Acting Mayor Riley asked to clarify the motion that it was for \$398.62.

Councilmember Specht confirmed.

Motion by Councilmember Specht to waive the fees incurred against the project after City Council approval in March 2021.

Motion failed for lack of a second.

Councilmember Howell asked City Administrator Hagen if the restroom facilities was an addition by the church.

City Administrator Hagen said it is his understanding that the original plans did not approve restroom facilities and after the approval, they continued to turn in plans and had the desire to add them.

Acting Mayor Riley asked City Engineer/Interim Public Works Director Westby if he wished to add anything to the discussion.

City Engineer/Interim Public Works Director Westby indicated what City Administrator Hagen had said was accurate and the applicant did add the restroom request during the process.

Motion by Councilmember Howell to collect fees identified and invoices sent by the City's finance department.

Motion failed for lack of a second.

Councilmember Specht asked what happens if they do not decide either option if it would just revert to default.

Councilmember Woestehoff said if that happens then they will find a compromise.

Acting Mayor Riley said that if they do nothing, then these fees have already been billed.

City Attorney Fritz Knaak noted there is a provision in the City charter that any resolution, ordinance, or motion does need four yes votes to pass.

Councilmember Woestehoff said that he would like to offer a compromise that they do not charge the \$97.82.

Acting Mayor Riley agreed.

Councilmember Specht asked what the legal side would be if they did nothing.

City Attorney Fritz Knaak said that nothing would happen.

Councilmember Specht clarified that it would revert to the \$398.62 all being charged.

City Attorney Fritz Knaak said that was correct.

Councilmember Specht said that he would like all fees reduced; however, if they could just reduce a part, he would be open to that compromise.

Motion by Councilmember Woestehoff, seconded by Councilmember Specht, to not invoice St. Katherine Drexel the \$97.83 but keep previously paid amounts.

Further discussion:

Acting Mayor Riley said this seems like a compromise; however, the City is mostly made whole and he thinks this makes sense. Councilmember Howell said that this seems a little bit arbitrary.

Motion failed. Voting Yes: Acting Mayor Riley, Councilmembers Woestehoff and Specht. Voting No: Councilmember Howell.

Councilmember Specht made the point that this is a non-profit organization and a huge asset to the community. He added that there is some gray area in this as no one is sure exactly what was said originally in regard to their request. He thinks it would be beneficial to come to a compromise for them in order to maintain a relationship and respect what they do.

Councilmember Woestehoff explained one of the reasons that he was in favor of a compromise is that this likely would have come up if the petitioner had brought it through the Planning Commission instead of through the Council, this would have gotten caught in the process. As Chair Bauer and others are members of the church, they chose to go above the Board and go straight to City Council. He said it seems like they were trying to do the right thing but they lost a step in the process that could have given some valuable feedback, which is why he is open to a compromise.

City Administrator Hagen said that the first IUP did go through the Planning Commission, it was the amendment that went straight to Council due to the short amount of time since the original approval.

7.04: Introduce Ordinance #22-23 Amending Section 117-57 - Nonconforming Structures and Land Use

Planning Manager Larson reviewed the staff report and recommendation by the Planning Commission for approval of the ordinance modifying section 117-57 of City Code to add the creation of a nonconformity by public action in the code.

Councilmember Specht shared that he believes this is a good idea that helps businesses in the case of emergency type situations during the Highway 10 construction.

Motion by Councilmember Specht, seconded by Councilmember Woestehoff, to introduce Ordinance #22-23 Amending Section 117-57 of City Code.

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

7.05: Adopt Resolution #22-176 Accepting Bids and Awarding Contract for Improvement Project #20-05, Riverdale Drive Extension, Llama Street to Bowers Drive

City Engineer/Interim Public Works Director Westby reviewed the staff report and recommendation to adopt Resolution #22-176 accepting bids and awarding a construction contract for Improvement Project #20-05. Riverdale Drive extension, Llama Street to Bowers Drive, to Douglas-Kerr Underground, L.L.C. for their bid of \$2,342,102.66.

Acting Mayor Riley said he likes that the presentation shows how they are trying to utilize funds and grants that would go into this project.

Councilmember Specht asked if this would affect the access to Beatty Street or Collins Drive.

City Engineer/Interim Public Works Director Westby said that is accurate and there is no work being done near that access or the right turn lane to Riverdale Drive.

Councilmember Specht asked if any signage would say that access on Bowers is to exit onto Armstrong prior to, so people will know that they need to exit onto Armstrong and take Riverdale over.

City Engineer/Interim Public Works Director Westby said there are no current plans for this type of signage. During construction, he assumes that people who live there and commute that way will understand. He noted Staff will be sending letters once the construction starts providing further information about the access changes.

Motion by Councilmember Woestehoff, seconded by Councilmember Specht, to adopt Resolution #22-176 accepting bids and awarding a construction contract for Improvement Project #20-05. Riverdale Drive extension, Llama Street to Bowers Drive, to Douglas-Kerr Underground, L.L.C. for their bid of \$2,342,102.66.

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

7.06: Adopt Resolution #22-175 Accepting Bids and Awarding Contract for Autumn Heights Street Reconstructions, Improvement Project #22-02

City Engineer/Interim Public Works Director Westby reviewed the staff report and recommendation to adopt Resolution #22-175 accepting bids and awarding contract for Autumn Heights Street reconstructions, improvement Project #22-02 to GHM Asphalt Corporation for the bid in the amount of \$897,894.48.

Councilmember Woestehoff asked how much they are saving by doing two inches of asphalt rather than the three and a half inches.

City Engineer/Interim Public Works Director Westby said that he does not have those numbers but it is an answer that they can find by reviewing the bid.

Motion by Councilmember Woestehoff, seconded by Councilmember Specht, to adopt Resolution #22-175 accepting bids and awarding contract for Autumn Heights Street reconstructions, improvement Project #22-02 to GHM Asphalt Corporation for the bid in the amount of \$897,894.48.

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

7.07: Consider Site Plan for Water Treatment Plant (Project No. 22-104); Case of City of Ramsey

Planning Manager Larson reviewed the staff report and recommendation from the Planning Commission to adopt Resolution #22-166 approving the site plan contingent upon compliance with Staff's review comments.

Councilmember Specht asked if they were just looking at the site plan, not any of the drawings or renderings.

Planning Manager Larson said that they are looking at it from a few different angles, from a property owner's view and the funder's view.

Councilmember Specht said he desires that this building be made as simple as possible and this is just a building to treat water.

City Administrator Hagen added that the Public Works Committee has looked at this more than the Council, weighed in on some of the costs associated with the building's appearance, and have found that the project costs are mainly due to the pumps and piping that is needed. He added that Public Works sees this building as quite functional with not a lot of added amenities and aesthetics. He said that Ramsey Staff is reviewing the full specs of the plan, which will be done in a week or two, and they will have a cost estimate at that point that will be brought forward to Council in September.

Motion by Councilmember Woestehoff, seconded by Councilmember Howell, to adopt Resolution #22-166 approving the Site Plan contingent upon compliance with Staff's review comments

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

8. MAYOR, COUNCIL AND STAFF INPUT

City Administrator Hagen announced there was an EDA meeting this Thursday morning and a Parks and Recreation Committee meeting this Thursday evening. He announced that this is a grand reopening of Peltzer Park and the meeting will be held there. He noted that the Environmental Policy Board will meet on Monday; the Public Works Committee meeting was moved from next Monday to August 22, 2022 due to the EDA golf event; and the business appreciation day is on August 16, 2022. He said that the next City Council meeting will be held on August 23, 2022. He added that the Primary election is tomorrow from 7 a.m. to 8 p.m. and Council will canvas the results on Friday at 3:30 p.m.

Councilmember Specht noted the Total Defense grand reopening this Saturday at 10 a.m. He added that the grand opening of Allison's Petite Pastries is on August 20, 2022.

9. ADJOURNMENT

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

Motion carried.

The regular meeting of the City Council adjourned at 8:07 p.m.

Respectfully submitted,

Brian S. Hagen
City Administrator

ATTEST:

Katie M. Schmidt
Deputy City Clerk

Drafted by Ava Rokosz
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a Canvassing Board meeting on Friday, August 12, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Acting Mayor Chris Riley
 Councilmember Debra Musgrove
 Councilmember Dan Specht
 Councilmember Matt Woestehoff

Members Absent: Mayor Mark Kuzma
 Councilmember Ryan Heineman
 Councilmember Chelsea Howell

Also Present: City Administrator Brian Hagen
 City Clerk Katie Schmidt

1. CALL TO ORDER

Acting Mayor Riley called the Canvassing Board meeting to order at 3:35 p.m.

2. CITIZEN INPUT

None.

3. APPROVE AGENDA

Motion by Councilmember Specht, seconded by Councilmember Musgrove, to approve the agenda as presented.

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

4. COMMISSIONER BUSINESS

4.01: Declare the Results of the August 9, 2022 Ward 1 - Primary Election

City Clerk Schmidt reviewed the staff report and provided a summary of the Primary Election and its results.

Acting Mayor Riley asked if there were any difficulties or glitches that occurred.

City Clerk Schmidt said that there are always minor occurrences, especially in the morning when the polls opened. She added that at one of the polling places they were not able to get into the building right away and at another polling place, they were not able to get online and had to record check ins by the book. She added that overall it went well.

Councilmember Specht mentioned that he had spoken to a Ramsey resident and they had searched on Google for Ramsey Public Works and it still has their old address. He added that he submitted an update to Google and Apple Maps to get this changed to the correct address.

Councilmember Woestehoff added that the City Council can claim the address as a business location and once the communications person is on board they could assign them the task of ensuring that the location, especially polling places, are listed as business addresses.

Councilmember Musgrove asked City Clerk Schmidt about the polling place that had to record by paper. She asked if that polling place was still able to record the votes electronically or if they had to get the numbers by paper.

City Clerk Schmidt said the polling places have books of the registered voters, so they had to mark each voter off in the book and get online to pair it and print out the results of check ins periodically to ensure that everything lined up and no voters had voted at the County or within the last day. She added this was a more labor intensive process and required communication with the County.

Councilmember Musgrove asked if they were able to figure out what happened and had resolved the issue.

City Clerk Schmidt said that Anoka County did not have an explanation as to why it was not connecting. She mentioned that when she arrived back at City Hall they sent her a list of poll pads that needed to be paired up again because they did not sync after the election to ensure that everything synced after 8 p.m. She added that two out of the four of these polling pads did not have the Wi-Fi turned on, which was very odd in her opinion because the pads were in guided access and settings cannot be accessed when in guided access. She explained that she and the County know about this issue and they will be working on a resolution. She added that they were one of three polling places in Anoka County that experienced this same issue.

Councilmember Musgrove added that she hopes this will be resolved by the General Election.

City Clerk Schmidt shared that Anoka County is looking at better options than the hotspots that are currently being used.

City Administrator Hagen asked if the issue was just with the poll pads.

City Clerk Schmidt explained that it was an issue with the poll pads connecting to the Wi-Fi.

City Administrator Hagen asked for clarification that the poll pads are not the poll tabulating machines.

City Clerk Schmidt confirmed that was correct and said that the poll pads are just for checking in.

City Administrator Hagen asked if there were to be something that was not working properly during the General Election, if it would be best if it were the poll pads.

City Clerk Schmidt mentioned that all of the DS200s worked at the end of the night and everything went to the County.

Councilmember Musgrove asked if this is why there was a delay in one of the precincts versus the other.

City Clerk Schmidt explained at that precinct, if the printer box is not completely flush, it will not be able to print.

Motion by Councilmember Woestehoff, seconded by Councilmember Specht, to accept and declare the results of the August 9, 2022 Ward 1 - Primary Election.

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

5. MAYOR/COUNCIL/STAFF INPUT

None.

6. ADJOURNMENT

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

Motion carried.

The regular meeting of the Canvassing Board was adjourned at 3:43 p.m.

Respectfully submitted,

Brian Hagen
City Administrator

ATTEST:

Katie M. Schmidt
Deputy City Clerk

Drafted by Ava Rokosz, *TimeSaver Off Site Secretarial, Inc.*

CC Regular Session

5. 2.

Meeting Date: 08/23/2022

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	Reviewed By	Date
Sean Sullivan	Sean Sullivan	08/15/2022 04:25 PM
Brian Hagen	Brian Hagen	08/18/2022 02:23 PM
Brian Hagen	Kathy Schmitz	08/18/2022 03:33 PM
Sean Sullivan	Kathy Schmitz	08/18/2022 04:01 PM
Brian Hagen	Kathy Schmitz	08/18/2022 04:02 PM
Form Started By: Wendy Schlueter		Started On: 08/15/2022 12:00 PM
Final Approval Date: 08/18/2022		

City of Ramsey License Report - License Types

<u>Company</u>	<u>Applicant</u>	<u>Location</u>	<u>Complex</u>	<u>Exp. Date</u>	<u>Council Date</u>	<u>Status</u>
Liquor Off-Sale						
Liquor Lady, LLC	Jilleen Mary Keil	5900 167th Ave NW	Fairway Liquor	6/30/2023	8/23/2022	A
Liquor Off-Sale License Count: 1						
Special Events						
Adrenaline Sports Center	Jason Jacob	8310 147th La NW	ASC - North Metro	10/31/2022	8/23/2022	A
New Life Church		17261 St Francis Blvd NW	New Life Church	10/10/2022	8/23/2022	A
Special Events License Count: 2						
Therapeutic Massage Establishment						
Pure Reflexology and Massage	Nicole Alicia Roy	7850 Riverdale Dr NW #36		12/31/2022	8/23/2022	A
Therapeutic Massage Establishment License Count: 1						
Transient Merchant/Peddler/Solicitor						
Hope 4 Youth	Julie Orlando	14795 Ramsey Blvd NW	Ramsey Storage Cer	9/11/2022	8/23/2022	A
Transient Merchant/Peddler/Solicitor License Count: 1						
Total Licenses: 5						

CC Regular Session

5.3.

Meeting Date: 08/23/2022

By: Nicole Laubach, Community
Development

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.

Attachments

Rental Licenses

Form Review

Inbox

Brian Hagen

Form Started By: Nicole Laubach

Final Approval Date: 08/18/2022

Reviewed By

Brian Hagen

Date

08/18/2022 02:23 PM

Started On: 08/15/2022 11:51 AM

Report Name: License Report - License Types
 Council Dates: 8/23/2022 to 8/23/2022
 Status: Active, Inactive
 License Type(s): Rental, Multi-Family Rental

City of Ramsey License Report - License Types

Printed: 8/15/2022
 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>
Multi-Family Rental						
Anoka County HRA	Melody Maas	14351 Dysprosium St NW	Savannah Oaks	5/8/2024	8/23/2022	A
Multi-Family Rental License Count: 1						
Rental						
Krista Johnson		6980 137th La NW		8/26/2025	8/23/2022	A
Ronald Whaley	Ronald Whaley	5655 149th La NW		8/26/2025	8/23/2022	A
Meghan & Austin Bohr	Meghan & Austin Bohr	5613 154th La NW		8/26/2025	8/23/2022	A
Drew Rasmussen & ShawnDa Helm	Drew Rasmussen & ShawnDa Helm	15381 Germanium St NW		8/26/2025	8/23/2022	A
Krista Coffin		14605 Rhinestone St NW		9/9/2025	8/23/2022	A
Rental License Count: 5						
Total Licenses: 6						

CC Regular Session

5. 4.

Meeting Date: 08/23/2022

By: Colleen Lasher, Administrative Services

Information

Title

Authorization to Hire a Captain of Fire Administration and Restructure the Fire Department

Purpose/Background:

The purpose of this case is to authorize hiring a full-time Captain of Fire Administration and restructure the Fire Department by eliminating the 27 hour per week Fire Technician position.

As the City Council is aware, Fire Technician, Ms. Ann Marie Busack, submitted a letter of resignation. Her last day with the City was July 15, 2022. Staff was aware of the likelihood of this change and discussed an alternative strategy to fill the gap in staffing with the City Council during the work session meeting on July 12, 2022.

The following information was shared at the July 12, 2022 work session meeting: The Fire Department staffing levels have not increased since 2018. Since that time, we have seen increases in calls for service and city growth with the addition of residential/commercial properties. This fulltime responding position will absorb the duties of the part time Fire Technician to include managing the department's Record Management System and other department software programs, preparing and submitting department payroll and completing fire incident input and verifying data for state submittal.

In addition, this position will respond to daytime calls for service, which have grown 17.5% per year over the last 4 years. Other duties will include meeting the logistical requirements of the department. This includes, but is not limited to ensuring the department is in a continual state of readiness by implementing plans for equipment repair, replacement and preventative maintenance, fleet maintenance and maintaining inventory control.

By consensus, the City Council gave staff permission to restructure the Fire Department and to begin a recruitment for a full-time Captain of Fire Administration. Staff conducted an internal recruitment within the Fire Department and interviewed five candidates. Staff is recommending Mr. Jason Sufka for the full-time position. Mr. Sufka is an E.M.T. and has been on the Ramsey Fire Department since 2015.

Attached: Minutes from the July 12, 2022 work-session.

Funding Source:

The funding for this position in 2022 will come from the savings of the vacant position and approximately \$16,513 from the Fire Department's general budget. This figure is based on the candidate giving a two-week notice to his current employer. A four-week notice may be necessary, in which case the 2022 funding will be slightly less than listed. The 2023 funding would be included in the annual budget.

Recommendation:

To hire Mr. Jason Sufka as a full-time Captain of Fire Administration, effective on or near September 12, 2022, at \$41.703 per hour, which is step 5 of the 2022 pay scale with a credit of 5 vacation days.

Action:

Motion to hire Mr. Jason Sufka as a full-time Captain of Fire Administration, effective on or near September 12, 2022, at \$41.703 per hour, which is step 5 of the 2022 pay scale with a credit of 5 vacation days.

Attachments

[07-12-22 WS Minutes](#)

Form Review

Inbox

Brian Hagen

Form Started By: Colleen Lasher

Final Approval Date: 08/19/2022

Reviewed By

Brian Hagen

Date

08/19/2022 11:49 AM

Started On: 08/19/2022 08:59 AM

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, July 12, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

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

Also Present: City Administrator Brian Hagen
Administrative Services Director Colleen Lasher
Police Captain Brad Bruml
Fire Chief Matt Kohner
City Attorney Fritz Knaak
Finance Director Diana Lund
City Engineer/Interim Public Works Director Westby

1. CALL TO ORDER

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

2. TOPICS FOR DISCUSSION

2.01: Discuss a Police Department Staffing Issue- Portions of this Meeting may be closed to the public

Administrative Services Director Lasher stated this case will be closed per Minnesota State Statute 13d. 05 subdiv. 3 to discuss medical data on an employee.

Motion by Councilmember Riley, second by Councilmember Musgrove, to recess to Closed Session.

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

Mayor Kuzma recessed the meeting to Closed Session at 5:32 p.m.

The meeting reconvened to Open Session at 5:55 p.m.

Administrative Services Director Lasher provided a summary for the record stating the Council discussed an employee that is out on a medical leave and gave Staff direction which will be followed through on at the next City Council meeting on July 26, 2022.

Administrative Services Director Lasher stated there is a different officer who is out on leave that is not anticipated to return due to other employment. She stated Staff would like to have permission with the recruitment to seek two officers that in the likely event there will be two vacancies. She stated given the timing of this and how long it takes, by the time they got to the hiring process they would know whether or not the other officer actually does have other employment and could change course if needed.

Councilmember Musgrove asked if Staff is required to give a resignation notice.

Administrative Services Director Lasher replied yes, a two-week notice is required to be considered resigning in good standing. If this isn't done the employee doesn't get their leave approved that would normally be paid out and would not be eligible for rehire.

The consensus of the Council was to approve recruitment for two officers.

2.02: Discussion Regarding Restructuring the Fire Department

Fire Chief Kohner reviewed the Staff report and request to restructure the Fire Department by eliminating the 27-hour per week Fire Tech position and creating a full time Captain of Administration position.

Mayor Kuzma stated there is no doubt that the population has risen and the call volume has gone up substantially so he thought another person would be needed and supported the request.

Councilmember Riley stated this year the cost was listed at \$13,000 and asked what the cost would be next year.

Fire Chief Kohner replied \$61,000.

Councilmember Riley stated this decision will be made for the budget that they will be talking about.

Councilmember Woestehoff asked if the \$61,000 would be in addition to what is being paid this year in adding the position.

Fire Chief Kohner replied it would be in addition, adding that is not just the salary but includes benefits.

Finance Director Diana Lund commented that \$61,000 is the net of the position, less the amount if the Fire Technician was paid.

Councilmember Musgrove asked for clarification about the difference in the titles and the roles.

Fire Chief Kohner replied this Fire Tech's primary job is to manage the incident reporting system which goes to the State and generates numbers that are submitted for payroll. That takes 27 hours. The remaining time would be used for responding and other tasks. The reporting could be done during the course of a 40-hour work week to accommodate taking calls.

Councilmember Musgrove commented she was supportive of this but asked to hear back if it isn't working because there isn't dedicated time to get the reporting done. She asked if Fire Chief Kohner had thought that out.

Fire Chief Kohner replied he had thought it out and AnnMarie gave a month's notice so they have had time to prepare including contacting other cities. He stated Anoka and Andover both use something similar to this.

Councilmember Riley asked if there would be any impact on pay equity.

Administrative Services Director Lasher replied no it would not, it would be a newly created position.

Councilmember Specht commented he was supportive and appreciated the efforts to keep costs down.

The consensus of the Council was to restructure the Fire Department by eliminating the 27-hour per week Fire Tech position and creating a full time Captain of Administration position.

2.03: Discuss the Community Development Director Interview Panels

Administrative Services Director Lasher stated the purpose of the case was to discuss the process for the interview panels. She reviewed the Staff report and the request for who Council would like on the panels.

Councilmember Musgrove commented that the last recruitment in hiring Mr. Larson that it worked well. She stated she appreciated being on the panel and found it helpful. She stated she would like to follow the same process but asked for feedback about having the Planning Commission Chair was on the panel but wasn't sure if other commissioners were. She asked how Council felt about that.

Councilmember Woestehoff concurred and suggested that the Planning Commission Chair and EDA Chair be included on the interview panel.

City Administrator Hagen recommended extending an invitation to EPB as well because Community Development works with the EPB board.

Councilmember Woestehoff asked if Parks and Rec should be included as well.

CC Regular Session

5. 5.

Meeting Date: 08/23/2022

By: Tammy Oakes, Finance

Information

Title

Adopt Resolution #22-203 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of August 4, 2022 through August 17, 2022

Purpose/Background:

Adopt Resolution #22-203 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of August 4, 2022 through August 17, 2022

Recommendation:

Staff Recommends to Adopt Resolution #22-203 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of August 4, 2022 through August 17, 2022

Action:

Motion to Adopt Resolution #22-203 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of August 4, 2022 through August 17, 2022

Attachments

Bills List 08/23/2022

Resolution 22-203

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	08/18/2022 06:22 AM
Brian Hagen	Brian Hagen	08/18/2022 02:33 PM
Form Started By: Tammy Oakes		Started On: 08/17/2022 03:16 PM
Final Approval Date: 08/18/2022		

RAMSEY CITY COUNCIL MEETING
8.23.2022
BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Purchase Journal:	
Prepays 8.4.2022 - 8.17.2022	\$ 451,940.09
Accounts Payable 8.4.2022 - 8.17.2022	340,214.51
Payroll 8.5.2022	199,632.61
Debt Service	72,595.00
Pay Estimates- Projects	215,209.08

TOTAL SUBMITTED FOR APPROVAL THIS MEETING (Invoices Available for Reviewal)	\$ 1,279,591.29
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DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:

	APPROVED PREVIOUS MTG	2022 Y.T.D.
PREPAIDS	\$ 1,240,307.64	\$ 6,910,133.14
PREPAID ADJUSTMENTS		
ACCOUNTS PAYABLE INVOICING	259,290.35	5,080,311.00
ACCT PAYABLE INVOICING ADJUSTMENTS		
NET PAYROLL TOTAL	219,243.64	3,115,710.43
CORRECTION TO PAYROLL		
DEBT SERVICE		329,263.06
CORRECTION TO DEBT SERVICE		
PAY ESTIMATE(S) - PROJECTS		2,991,681.68

TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED	\$ 1,718,841.63	\$ 18,427,099.31
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CITY OF RAMSEY
 Council Check Register by GL
 Council Check Register and Summary
 8/4/2022 -- 12/31/2022

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
115424	8/11/2022		100012 ACE SOLID WASTE INC						
		37,205.04	AUGUST RECYCLING		114537	8009986T067	9604.6489		OTHER CONTRACTED SI
		132.53	REFUSE/RECYCLE		114544	8016091T067	0220.6374		REFUSE/RECYCLING
		101.14	WASTE SERVICES		114555	8009996T067	0311.6374		REFUSE/RECYCLING
		295.41	WASTE SERVICES		114555	8009996T067	0194.6374		REFUSE/RECYCLING
		649.71	WASTE SERVICES		114555	8009996T067	0452.6374		REFUSE/RECYCLING
		101.14	WASTE SERVICES		114555	8009996T067	9601.6374		REFUSE/RECYCLING
		101.14	WASTE SERVICES		114555	8009996T067	9602.6374		REFUSE/RECYCLING
		450.69	WASTE SERVICES		114555	8009996T067	9604.6249		MISCELLANEOUS OPER/
		933.01	WASTE SERVICES		114555	8009996T067	9604.6249		MISCELLANEOUS OPER/
		101.14	WASTE SERVICES		114555	8009996T067	9605.6374		REFUSE/RECYCLING
		<u>40,070.95</u>							
115425	8/11/2022		118476 ACTS-TREME TALENT LLC						
		1,020.00	8/11 CONCERT PERFORMANCE		114558	072522	9270.6315		MISCELLANEOUS PROFE
		<u>1,020.00</u>							
115426	8/11/2022		118476 ACTS-TREME TALENT LLC						
		2,210.00	8/18/22 CONCERT PERFORMANCE		114559	072522B	9270.6315		MISCELLANEOUS PROFE
		<u>2,210.00</u>							
115427	8/11/2022		103324 BALABON, LIZ						
		100.00	FACILITY USE DEPOSIT REFUND		114493	072922	9101.2201		DEPOSITS PAYABLE
		<u>100.00</u>							
115428	8/11/2022		117280 CENTRA HOMES						
		1,500.00	REFUND EROSION ESCROW		114514	A118107	9804.6433	00118107	REFUNDS
		1,500.00	REFUND EROSION & AS-BUILT ESCR		114515	A118108	9252.1155.1		MANUAL-ACCOUNTS REI
		1,500.00	REFUND EROSION & AS-BUILT ESCR		114515	A118108	9804.6433	00118108	REFUNDS
		2,000.00	REFUND DRIVEWAY ESC		114516	A118593	9252.1155.1		MANUAL-ACCOUNTS REI
		5,000.00	REFUND LANDSCAPE ESCR		114516	A118593	9252.1155.1		MANUAL-ACCOUNTS REI
		1,500.00	REFUND EROS ESCR		114516	A118593	9804.6433	00118593	REFUNDS
		1,500.00	REFUND EROSION ESCROW		114517	A118592	9804.6433	00118592	REFUNDS
		<u>14,500.00</u>							
115429	8/11/2022		110734 CITY OF RAMSEY						
		123.36	2ND QUARTER UTILITY CHARGES		114533	719019 2ND QTR 2022	9410.6372	00041012	WATER/IRRIGATION
		<u>123.36</u>							
115430	8/11/2022		110734 CITY OF RAMSEY						
		808.12	C/H WATER BILL		114534	444931294 2ND QTR 2022	0194.6372		WATER/IRRIGATION
		<u>808.12</u>							
115431	8/11/2022		110734 CITY OF RAMSEY						
		121.52	RAMP WATER BILL		114535	444931372 2ND QTR 2022	9240.6372		WATER/IRRIGATION
		<u>121.52</u>							
115432	8/11/2022		110734 CITY OF RAMSEY						
		650.95	WATER UTILITIES		114536	726528 2ND QTR 2022	0220.6372		WATER/IRRIGATION
		<u>650.95</u>							
115433	8/11/2022		110734 CITY OF RAMSEY						

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
115433	8/11/2022		110734 CITY OF RAMSEY						Continued.
		124.25	161ST & URANIMITE (E) 2ND QTR		114546	727918 2ND QTR 2022	0452.6372		WATER/IRRIGATION
		<hr/> 124.25							
115434	8/11/2022		110734 CITY OF RAMSEY						
		121.52	ELMCREST BUILDING 2ND QTR BILL		114547	724874 2ND QTR 2022	0452.6372		WATER/IRRIGATION
		<hr/> 121.52							
115435	8/11/2022		110734 CITY OF RAMSEY						
		45.63	SOLSTICE PARK 2ND QTR BILLING		114548	726294 2ND QTR 2022	0452.6372		WATER/IRRIGATION
		<hr/> 45.63							
115436	8/11/2022		110734 CITY OF RAMSEY						
		121.52	DRAW PARK 2ND QTR BILLING		114549	724628 2ND QTR 2022	0452.6372		WATER/IRRIGATION
		<hr/> 121.52							
115437	8/11/2022		110734 CITY OF RAMSEY						
		189.88	14700 TOWN CENTER DR 2 QT BILL		114550	724470 2ND QTR 2022	0452.6372		WATER/IRRIGATION
		<hr/> 189.88							
115438	8/11/2022		110734 CITY OF RAMSEY						
		99.63	ELMCREST IRRIGATION 2ND QTR		114551	724931 2ND QTR 2022	0452.6372		WATER/IRRIGATION
		<hr/> 99.63							
115439	8/11/2022		110734 CITY OF RAMSEY						
		1,429.10	N. COMMONS 2ND QTR BILLING		114552	722164 2ND QTR 2022	0452.6372		WATER/IRRIGATION
		<hr/> 1,429.10							
115440	8/11/2022		110734 CITY OF RAMSEY						
		121.52	RIVERDALE PARK 2ND QTR BILLING		114553	723960 2ND QTR 2022	0452.6372		WATER/IRRIGATION
		<hr/> 121.52							
115441	8/11/2022		110734 CITY OF RAMSEY						
		42.75	161ST & URANIMITE (W) 2ND QTR		114554	727919 2ND QTR 2022	0452.6372		WATER/IRRIGATION
		<hr/> 42.75							
115442	8/11/2022		110734 CITY OF RAMSEY						
		350.59	QUARTERLY WATER BILL PW BLDG		114556	733061 2ND QTR 2022	0452.6372		WATER/IRRIGATION
		350.59	QUARTERLY WATER BILL PW BLDG		114556	733061 2ND QTR 2022	0311.6372		WATER/IRRIGATION
		350.60	QUARTERLY WATER BILL PW BLDG		114556	733061 2ND QTR 2022	9601.6372		WATER/IRRIGATION
		350.60	QUARTERLY WATER BILL PW BLDG		114556	733061 2ND QTR 2022	9602.6372		WATER/IRRIGATION
		350.60	QUARTERLY WATER BILL PW BLDG		114556	733061 2ND QTR 2022	9605.6372		WATER/IRRIGATION

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
115442	8/11/2022		110734 CITY OF RAMSEY						Continued.
		1,752.98							
115443	8/11/2022		110734 CITY OF RAMSEY						
		150.00	ACCT 62855296		114561	08112022	9601.4651		WATER REVENUE
		29.26	ACCT 726019		114561	08112022	9601.4651		WATER REVENUE
		29.26	ACCT 48903907		114561	08112022	9601.4651		WATER REVENUE
		80.00	ACCT 62855296		114561	08112022	9601.4651		WATER REVENUE
		30.52	ACCT 36482665		114561	08112022	9601.4651		WATER REVENUE
		100.00	ACCT 65805591		114561	08112022	9601.4651		WATER REVENUE
		1,000.00	ACCT 732607		114561	08112022	9601.4651		WATER REVENUE
		1,419.04							
115444	8/11/2022		100116 CONNEXUS ENERGY						
		85.00	SIREN ELECTRIC UTILITIES		114494	759126-303095 JUL 2022	0250.6371		ELECTRIC UTILITIES
		10,121.73	6/17-7/19/22 ELECTRIC		114495	759126-303101 JUL 2022	9603.6371		ELECTRIC UTILITIES
		15,457.56	6/17-7/19/22 ELECTRIC		114496	759126-303107 JUL 2022	0194.6371		ELECTRIC UTILITIES
		1,451.41	6/17-7/19/22 ELECTRIC		114496	759126-303107 JUL 2022	0220.6371		ELECTRIC UTILITIES
		72.96	6/17-7/19/22 ELECTRIC		114496	759126-303107 JUL 2022	9230.6249		MISCELLANEOUS OPERV
		3,030.73	6/17-7/19/22 ELECTRIC		114496	759126-303107 JUL 2022	9240.6371		ELECTRIC UTILITIES
		498.10	759126-303107		114496	759126-303107 JUL 2022	9410.6371	00041012	ELECTRIC UTILITIES
		28.60	6/17-7/19/22 ELECTRIC		114496	759126-303107 JUL 2022	9410.6371	00041018	ELECTRIC UTILITIES
		1,022.48	TRAFFIC SIGNALS		114505	759126-303100 JUL 2022	0260.6371		ELECTRIC UTILITIES
		3,236.21	ELECTRIC		114506	759126-303106 JUL 2022	0452.6371		ELECTRIC UTILITIES
		607.12	ELECTRIC		114506	759126-303106 JUL 2022	0311.6371		ELECTRIC UTILITIES
		592.72	ELECTRIC		114506	759126-303106 JUL 2022	9601.6371		ELECTRIC UTILITIES
		592.72	ELECTRIC		114506	759126-303106 JUL 2022	9602.6371		ELECTRIC UTILITIES
		592.72	ELECTRIC		114506	759126-303106 JUL 2022	9605.6371		ELECTRIC UTILITIES
		22,124.85	ELECTRIC FOR WATER UTILITY		114532	759126-303102 JUL 2022	9601.6371		ELECTRIC UTILITIES
		975.22	ELECTRIC FOR SEWER UTILITY		114532	759126-303102 JUL 2022	9602.6371		ELECTRIC UTILITIES
		261.06	ELECTRIC FOR STORM UTILITY		114532	759126-303102 JUL 2022	9605.6371		ELECTRIC UTILITIES
		60,751.19							
115445	8/11/2022		106583 DELTA DENTAL PLAN OF MINNESOTA						
		3,908.30	AUG 2022 DENTAL PREM		114523	RIS0004307627	9101.2170		DENTAL/DISABILITY/LIFE
		3,908.30							
115446	8/11/2022		100871 FBI NAA NORTHWEST CHAPTER						
		150.00	TRAIN-JK,TF,BB,JB,ND,JH		114565	08112022	0211.6335		TRAINING

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
115446	8/11/2022	150.00	100871 FBI NAA NORTHWEST CHAPTER						Continued.
115447	8/11/2022	113.41	110388 FRATTALLONE'S ACE HARDWARE STORES SUNFISH PARK DRINKING FOUNTAIN		114562	07112022	0452.6268		IRRIGATION SUPPLIES
		50.83	SUNFISH PARK DRINKING FOUNTAIN		114563	07052022	0452.6268		IRRIGATION SUPPLIES
		164.24							
115448	8/11/2022	1,500.00	118728 GRANDEMOORE HOMES INC REFUND EROSION ESCROW		114513	A119213	9804.6433	00119213	REFUNDS
		1,500.00							
115449	8/11/2022	66,510.00	115574 HEALTHPARTNERS AUG 2022 MEDICAL PREM		114521	114179571	9101.2176		LIFE/HEALTH-EMPLOYEE
		66,510.00							
115450	8/11/2022	5,000.00	106866 LARSON, RENEE AND TIM REFUND LANDSCAPE ESCR		114519	A118543	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REFUND EROSION ESCR		114519	A118543	9804.6433	00118543	REFUNDS
		6,500.00							
115451	8/11/2022	300.00	117162 LEAF, JAMIE AND KYLE REFUND EROSION ESCROW		114518	A119425	9804.6433	00119425	REFUNDS
		300.00							
115452	8/11/2022	1,500.00	117814 LEWIS CUSTOM HOMES INC REFUND EROSION ESCROW		114500	A119290	9804.6433	00119290	REFUNDS
		1,500.00	REFUND EROSION ESCROW		114501	A119289	9804.6433	00119289	REFUNDS
		5,000.00	REFUND LANDSCAPE ESCR		114520	A119250	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REFUND EROSION ESCR		114520	A119250	9804.6433	00119250	REFUNDS
		9,500.00							
115453	8/11/2022	900.00	118840 MAGIC BOUNCE MOVIE IN THE PARK SCREEN		114539	R8304	0452.6489		OTHER CONTRACTED SI
		900.00							
115454	8/11/2022	20.00	119557 MCFOA REGION IV MCFOA REGIONAL TRAIN-KATIE		114564	08112022	0130.6335		TRAINING
		20.00							
115455	8/11/2022	29.98	100345 NAPA AUTO PARTS ELK RIVER DEF FLUID FOR FIRE ENGINE		114541	168977	0220.6257		OTHER VEHICLE PARTS
		52.41	BOAT WIRING		114542	170065	0220.6257		OTHER VEHICLE PARTS
		82.39							
115456	8/11/2022	352.00	100351 NCPERS GROUP LIFE INS AUG 2022 PERA LIFE		114524	704800082022	9101.2170		DENTAL/DISABILITY/LIFE
		352.00							
115457	8/11/2022	26,394.26	119062 RIVERSTONE DEVELOPMENT, LLC RELEASE ESC#117323 RIV 4TH		114566	08112022	9804.6433	00117323	REFUNDS
		26,394.26							
115458	8/11/2022	465.00	112736 SWANK MOTION PICTURES INC 8/24/22 MOVIE IN THE PARK LIC		114540	BO1921315	0452.6249		MISCELLANEOUS OPER/
		465.00							

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
115458	8/11/2022		112736 SWANK MOTION PICTURES INC						Continued.
1004104	8/12/2022		110402 ADVANCE AUTO PARTS						
		771.87	JULY 2022 PURCHASES		114560	07312022	0311.6257		OTHER VEHICLE PARTS
		771.87							
1004105	8/12/2022		116114 AVESIS THIRD PARTY ADMINISTRATORS						
		216.23	AUG 2022 VISION PREM		114522	2889636	9101.2170		DENTAL/DISABILITY/LIFE
		216.23							
1004106	8/12/2022		112663 CAPSTONE HOMES INC						
		1,500.00	REFUND EROSION ESCROW		114497	A118912	9804.6433	00118912	REFUNDS
		1,500.00	REFUND EROSION ESCROW		114498	A118546	9804.6433	00118546	REFUNDS
		1,500.00	REFUND EROSION ESCROW		114499	A118913	9804.6433	00118913	REFUNDS
		1,500.00	REFUND EROSION ESCROW		114502	A119014	9804.6433	00119014	REFUNDS
		2,000.00	REFUND DRIVEWAY-ESC		114503	A119013	9252.1155.1		MANUAL-ACCOUNTS RE
		5,000.00	REFUND LANDSCAPE ESC		114503	A119013	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REFUND ERO ESCR		114503	A119013	9804.6433	00119013	REFUNDS
		1,500.00	REFUND EROSION ESCROW		114504	A119081	9804.6433	00119081	REFUNDS
		2,000.00	REFUND DRIVEWAY ESCR		114507	A118495	9252.1155.1		MANUAL-ACCOUNTS RE
		5,000.00	REFUND LANDSCAPE ESC		114507	A118495	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REFUND EROSION ESCR		114507	A118495	9804.6433	00118495	REFUNDS
		2,000.00	REFUND DRIVEWAY ESC		114508	A119012	9252.1155.1		MANUAL-ACCOUNTS RE
		5,000.00	REFUND LANDSCAPE ESCR		114508	A119012	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REFUND ERO ESCR		114508	A119012	9804.6433	00119012	REFUNDS
		1,500.00	REFUND EROSION ESCROW		114509	A119048	9804.6433	00119048	REFUNDS
		2,000.00	REFUND DRIVEWAY ESC		114510	A118496	9252.1155.1		MANUAL-ACCOUNTS RE
		5,000.00	REFUND LANDSCAPE ESCR		114510	A118496	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REFUND EROS ESCR		114510	A118496	9804.6433	00118496	REFUNDS
		5,000.00	REFUND LANDSCAPE ESCR		114511	A118799	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REFUND EROSION ESCR		114511	A118799	9804.6433	00118799	REFUNDS
		5,000.00	REFUND LANDSCAPE ESC		114512	A118866	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REFUND EROSION ESR		114512	A118866	9804.6433	00118866	REFUNDS
		56,000.00							
1004107	8/12/2022		116846 MC TOOL AND SAFETY SALES						
		.84	EARLY PAY DISCOUNT SAFETY GEAR		114545	014082	0452.6249		MISCELLANEOUS OPER/
		83.64	SAFETY GEAR		114545	014082	0452.6249		MISCELLANEOUS OPER/
		82.80							
1004108	8/12/2022		111488 POPP.COM INC						
		624.74	PHONE SERVICE - JUNE		114538	#992738638	0192.6321		TELEPHONE
		107.72	JUN RAMP PHONE		114538	#992738638	9240.6321		TELEPHONE
		58.66	YOUTHFIRST PHONE JUN		114538	#992738638	9410.6315	00041012	MISCELLANEOUS PROFE
		791.12							
1004109	8/12/2022		111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC						
		27.95	FIRE ALARM MONITORING		114543	150-1681-6340	0194.6489		OTHER CONTRACTED SI
						AUG 2022			
		28.95	WHE MONITORING		114557	150-1682-6501	0211.6489		OTHER CONTRACTED SI
						AUG 2022			
		48.95	7650 SUNWOOD MON/FIRE PANEL		114567	150-1681-4280	9240.6315		MISCELLANEOUS PROFE
						AUG 2022			
		27.95	6701 HWY 10 YOUTH FIRST		114568	150-1687-1105	9410.6315	00041012	MISCELLANEOUS PROFE
						AUG 2022			
		27.95	5650 ALPINE FIRE PANEL MONITOR		114569	150-1691-2206	0220.6489		OTHER CONTRACTED SI

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
1004109	8/12/2022		111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC						Continued.
						AUG 2022			
		36.90	7550 SUNWOOD MONITORING		114570	150-1693-4968	0194.6489		OTHER CONTRACTED SI
						AUG 2022			
		52.95	14199 JASPAR FIRE PAN MON/TEST		114571	150-1696-8702	0311.6489		OTHER CONTRACTED SI
						AUG 2022			
		35.90	14199 JASPAR MONITORING		114572	150-1697-0601	0311.6489		OTHER CONTRACTED SI
						AUG 2022			
		<u>287.50</u>							
9080522	8/5/2022		107962 TOTAL ADMINISTRATIVE SERVICE CORP						
		1,147.00			114481	0804226435310	9101.2176		LIFE/HEALTH-EMPLOYEE
		<u>1,147.00</u>							
98080522	8/5/2022		115568 ALERUS FINANCIAL NA						
		5,371.99			114484	0804226435313	9101.2176		LIFE/HEALTH-EMPLOYEE
		<u>5,371.99</u>							
99247776	8/5/2022		100601 MN DEPT OF REV WH						
		12,644.28			114489	080422643536	9101.2172		STATE WITHHOLDING
		<u>12,644.28</u>							
99663484	8/5/2022		100398 PUBLIC EMPLOYEES RETIREMENT ASSN						
		24,692.67			114487	080422643534	9101.2174		PERA-EMPLOYEE
		33,246.10			114488	080422643535	9101.2183		PERA-EMPLOYER
		<u>57,938.77</u>							
99683297	8/5/2022		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		11,076.13			114482	0804226435311	9101.2175		DEFERRED COMPENSAT
		<u>11,076.13</u>							
99685003	8/5/2022		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		3,819.31			114483	0804226435312	9101.2176		LIFE/HEALTH-EMPLOYEE
		<u>3,819.31</u>							
99794052	8/5/2022		100223 ICMA RETIREMENT TRUST 457						
		1,668.00			114480	080422643531	9101.2175		DEFERRED COMPENSAT
		<u>1,668.00</u>							
99862912	8/5/2022		101306 IRS						
		26,211.77			114490	080422643537	9101.2171		FEDERAL WITHHOLDING
		15,671.61			114491	080422643538	9101.2173		FICA & MEDICARE-EMPL
		15,671.61			114492	080422643539	9101.2182		FICA & MEDICARE-EMPL
		<u>57,554.99</u>							
		<u>451,940.09</u>	Grand Total						

Payment Instrument Totals

Checks	242,570.10
EFT Payments	151,220.47
A/P ACH Payment	<u>58,149.52</u>
Total Payments	451,940.09

R04570

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Payment Group Control Number 3459
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator TOAKES
 Payment Instrument Check Payment
 Pay Through Date 12/31/2022

Payee	Stub	Document	Due	Invoice	Payment				
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount
	BLUE VELVET INC							Summary Total	119.80
	14101 ST FRANCIS BLVD NW								
	RAMSEY MN 55303							Payment Amount	119.80
100111	COMMERCIAL ASPHALT COMPANY	ACCT RA767	PV	114625	001	00999	7/31/2022	220731	2,406.56
	COMMERCIAL ASPHALT COMPANY							Summary Total	2,406.56
	P O BOX 1480								
	MAPLE GROVE MN 55311-6480							Payment Amount	2,406.56
117509	CONTRACTING SOLUTIONS INC		PV	114590	001	00999	7/29/2022	894	10,000.00
	CONTRACTING SOLUTIONS INC							Summary Total	10,000.00
	6877 173RS STREET W.								
	FARMINGTON MN 55024							Payment Amount	10,000.00
100167	CORNERSTONE FORD	\$18.76 DISCOUNT TAKEN	PV	114618	001	00999	7/26/2022	15383454	168.87
	CORNERSTONE FORD							Summary Total	168.87
	17219 HIGHWAY 10 NW								
	PO BOX 304							Payment Amount	168.87
	ELK RIVER MN 55330								
114117	CRAWFORD'S EQUIPMENT INC		PV	114693	001	00999	8/9/2022	01-67350	157.48
	CRAWFORD'S EQUIPMENT INC							Summary Total	157.48
	4898 HIGHWAY 95 NW								
	CAMBRIDGE MN 55008							Payment Amount	157.48
115192	EAST SIDE OIL COMPANIES		PV	114636	001	00999	8/2/2022	R100512	68.70
	EAST SIDE OIL COMPANIES							Summary Total	68.70
	625 LINCOLN AVENUE SE								
	ST CLOUD MN 56304							Payment Amount	68.70

R04570

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3459
 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	Co	Due Date	Invoice Number	Payment Amount
100033	ANOKA COUNTY ATTORNEY	FORFTR DIST CASE #20-247206	PV	114649	001	00999	8/3/2022	08032022	174.00
	ANOKA COUNTY ATTORNEY 2100 - 3RD AVENUE NORTH ANOKA MN 55303							Summary Total	174.00
								Payment Amount	174.00
100058	ANOKA RAMSEY FARM AND GARDEN		PV	114527	001	00999	7/29/2022	07292022B	144.00
	ANOKA RAMSEY FARM AND GARDEN 7435 HIGHWAY 10 RAMSEY MN 55303							Summary Total	144.00
			PV	114528	001	00999	7/29/2022	07292022A	96.00
								Summary Total	96.00
			PV	114651	001	00999	8/2/2022	08022022	86.00
								Summary Total	86.00
								Payment Amount	326.00
100063	ASPEN MILLS		PV	114632	001	00999	8/1/2022	297894	1,416.95
	ASPEN MILLS 8201 C CENTRAL AVE NE SPRING LAKE PARK MN 55432							Summary Total	1,416.95
		55303RPD	PV	114667	001	00999	8/4/2022	298114	14.85
								Summary Total	14.85
		55303RPD	PV	114703	001	00999	8/10/2022	298481	219.00
								Summary Total	219.00
		55303RPD	PV	114704	001	00999	8/10/2022	298490	194.70
								Summary Total	194.70
		55303RPD	PV	114705	001	00999	8/11/2022	298524	1,416.95
								Summary Total	1,416.95
		55303RPD	PV	114706	001	00999	8/11/2022	298519	219.00
								Summary Total	219.00
								Payment Amount	3,481.45
117516	BEST OUTDOOR SERVICES		PV	114525	001	00999	7/27/2022	#2211	915.20
	BEST OUTDOOR SERVICES 3098 162ND LANE NW ANDOVER MN 55304							Summary Total	915.20
								Payment Amount	915.20
100086	BLUE VELVET INC		PV	114610	001	00999	8/1/2022	149	119.80

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Create Payment Control Groups

Payment Group Control Number 3459
 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	Document Number	Document Itm	Document Co	Due Date	Invoice Number	Payment Amount
106624	EHLERS AND ASSOCIATES, INC	Inv 91494	PV	114681	001	00999	8/9/2022	91494	1,560.00
	EHLERS & ASSOCIATES, INC 3060 CENTRE POINTE DRIVE ROSEVILLE MN 55113-1105	INV #91495	PV	114682	001	00999	8/9/2022	91495	7,800.00
									1,560.00
									7,800.00
									9,360.00
100993	EMBEDDED SYSTEMS, INC		PV	114626	001	00999	8/1/2022	344410	362.50
	EMBEDDED SYSTEMS, INC 11931 HWY #65 NE BLAINE MN 55434								362.50
									362.50
100143	FERGUSON WATERWORKS # 2518	CUST 24741	PV	114629	001	00999	8/1/2022	0498699	4,528.05
	FERGUSON WATERWORKS 2516 P O BOX 802817 CHICAGO IL 60680-2817	CUST 24740	PV	114711	001	00999	8/11/2022	0499356	1,642.98
		CUST 24741	PV	114712	001	00999	8/11/2022	0499436	6,739.92
									4,528.05
									1,642.98
									6,739.92
									12,910.95
117118	GUTKNECHT, WENDY	YOGA CLASSES	PV	114724	001	00999	8/16/2022	081622	360.00
	WENDY GUTKNECHT 14941 JUNIPER RIDGE DRIVE NW RAMSEY MN 55303								360.00
									360.00
117332	HEARTLAND TIRE INC		PV	114589	001	00999	8/1/2022	9028405	1,204.28
	HEARTLAND TIRE INC 7151 RIVERDALE DRIVE NW RAMSEY MN 55303		PV	114668	001	00999	8/5/2022	9028854	179.98
									1,204.28
									179.98
									1,384.26
112160	HOLIDAY COMPANIES		PV	114631	001	00999	8/1/2022	046801082200	157.25

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 Bank Account 999.1010 CASH IN BANK 00002224
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Payee Number Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
HOLIDAY COMPANIES 4567 AMERICAN BLVD W BLOOMINGTON MN 55437		Summary Total			157.25
		Payment Amount			157.25
119554 INTEGRATED CITY SOLUTIONS		PV 114615 001 00999	7/31/2022	1057	2,660.00
INTEGRATED CITY SOLUTIONS 5059 PARRISH AVE NE ST MICHAEL MN 55376		Summary Total			2,660.00
		Payment Amount			2,660.00
118015 INTERSTATE TESTING LLC		PV 114526 001 00999	7/22/2022	15780	1,950.00
INTERSTATE TESTING LLC P O BOX 55 ANOKA MN 55303		Summary Total			1,950.00
		PV 114719 001 00999	7/22/2022	15781	300.00
		Summary Total			300.00
		PV 114731 001 00999	8/8/2022	15798	698.00
		Summary Total			698.00
		Payment Amount			2,948.00
100256 LANO EQUIPMENT INC		PV 114613 001 00999	7/7/2022	02-923996	14,405.00
LANO EQUIPMENT INC 6140 HIGHWAY 10 NW ANOKA MN 55303		Summary Total			14,405.00
		PV 114642 001 00999	8/3/2022	02-930525	203.29
		Summary Total			203.29
		PV 114710 001 00999	8/9/2022	02-931833	67.92
		Summary Total			67.92
		PV 114727 001 00999	8/11/2022	02-932349	81.66
		Summary Total			81.66
		Payment Amount			14,757.87
119561 LEADS ONLINE LLC/WEATHERBY PARENT LLC		PV 114696 001 00999	8/1/2022	400004	1,469.00
LEADS ONLINE LLC/WEATHERBY PARENT LLC 6900 DALLAS PARKWAY SUITE 825 PLANO TX 75024-4200		Summary Total			1,469.00
		Payment Amount			1,469.00

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Payment Group Control Number 3459
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator TOAKES
 Payment Instrument Check Payment
 Pay Through Date 12/31/2022

Payee	Stub	Document	Due	Invoice	Payment	
Number	Name / Mailing Address	Message	Ty Number Itm Co	Date	Number	Amount
100268	LRRWMO CITY OF ANOKA	ANNUAL FEE INVOICE	PV 114718 001 00999	8/12/2022	514	21,177.00
		514				
	LRRWMO CITY OF ANOKA		Summary Total			21,177.00
	2015 - 1ST AVENUE NORTH					
	ANOKA MN 55303					
			Payment Amount			21,177.00
117918	MACQUEEN EMERGENCY		PV 114664 001 00999	8/5/2022	P07467	1,000.00
	MACQUEEN EMERGENCY		Summary Total			1,000.00
	1125 7TH STREET E					
	ST PAUL MN 55106					
			Payment Amount			1,000.00
114036	MAJESTIC EVENTS	deposit due \$802.50	PV 114639 001 00999	5/17/2022	O9973	802.50
	MAJESTIC EVENTS		Summary Total			802.50
	522 6TH AVENUE NW					
	ROCHESTER MN 55901					
			Payment Amount			802.50
117588	MEDART INC		PV 114673 001 00999	8/4/2022	08386092	15.97
	MEDART INC		Summary Total			15.97
	124 MANUFACTURERS DRIVE		PV 114692 001 00999	8/8/2022	08387630	256.70
	ARNOLD MO 63010-4727		Summary Total			256.70
			Payment Amount			272.67
108208	METRO PRODUCTS INC		PV 114643 001 00999	8/3/2022	168430	10.74
	METRO PRODUCTS INC		Summary Total			10.74
	7401 CENTRAL AVENUE NE					
	FRIDLEY MN 55432					
			Payment Amount			10.74
100293	MIDC ENTERPRISES		PV 114637 001 00999	8/1/2022	I0049080	1,101.44
	MIDC ENTERPRISES		Summary Total			1,101.44
	1450 WEST COUNTY ROAD C		PV 114732 001 00999	8/5/2022	I0049145	420.28
	ROSEVILLE MN 55113		Summary Total			420.28
			PV 114733 001 00999	8/5/2022	I0049143	820.00
			Summary Total			820.00
			Payment Amount			2,341.72

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Payment Group Control Number 3459
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator TOAKES
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 Pay Through Date 12/31/2022

Payee Number	Stub Message	Document Ty Number	Item Itm	Company Co	Due Date	Invoice Number	Payment Amount
Payment Amount							395.00
119474 PHILKOT INC DBA THE MPX GROUP & MINUTEMA		PV	114666	001 00999	8/4/2022	172464	271.64
THE MPX GROUP 7105 MEDICINE LAKE ROAD GOLDEN VALLEY MN 55427		Summary Total					271.64
		PV	114707	001 00999	8/11/2022	172391	1,329.12
		Summary Total					1,329.12
		Payment Amount					1,600.76
100393 PRAIRIE RESTORATIONS INC		PV	114648	001 00999	8/3/2022	#33898	2,846.00
PRAIRIE RESTORATIONS INC 31646 128TH STREET PRINCETON MN 55371		Summary Total					2,846.00
		Payment Amount					2,846.00
119555 RM GOLF CARTS INC		PV	114701	001 00999	8/5/2022	#3078	400.00
RM GOLF CARTS INC 7039 HIGHWAY 10 RAMSEY MN 55303		Summary Total					400.00
		Payment Amount					400.00
118921 SHRED RIGHT		PV	114602	001 00999	7/21/2022	579909	17.73
SHRED RIGHT 6301 WEST OLD SHAKOPEE ROAD BLOOMINGTON MN 55438		Summary Total					17.73
		Payment Amount					17.73
117375 STARK, KAREN A		PV	114700	001 00999	7/10/2022	071022	105.00
KAREN A STARK 6854 139TH LANE NW #6 RAMSEY MN 55303		Summary Total					105.00
		Payment Amount					105.00
113273 STATE OF MINNESOTA	FORFTR DIST CASE #20-247206	PV	114650	001 00999	8/3/2022	08032022	87.00
STATE OF MINNESOTA DEPARTMENT OF FINANCE TREASURY DIVISION- SEIZED PROPERTY		Summary Total					87.00

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 Bank Account 999.1010 CASH IN BANK 00002224
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Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	P O BOX 64577 ST PAUL MN 55164-0577								87.00
								Payment Amount	87.00
112736	SWANK MOTION PICTURES INC	9/21/22 MOVIE IN THE PARK LIC	PV	114611	001	00999	8/1/2022	BO1921318	465.00
	SWANK MOTION PICTURES INC 2844 PAYSHERE CIRCLE CHICAGO IL 60674							Summary Total	465.00
								Payment Amount	465.00
112736	SWANK MOTION PICTURES INC	9/7/22 MOVIE IN THE PARK LIC	PV	114612	001	00999	8/1/2022	BO1921317	465.00
	SWANK MOTION PICTURES INC 2844 PAYSHERE CIRCLE CHICAGO IL 60674							Summary Total	465.00
								Payment Amount	465.00
114151	TASC (FEES)	TASC ID 4106-0579-1547	PV	114599	001	00999	7/28/2022	IN2461096	135.50
	TASC CLIENT INVOICES	TASC ID 4106-0579-1547						Summary Total	135.50
	P O BOX 88278 MILWAUKEE WI 53288-0001							Summary Total	235.25
								Payment Amount	370.75
115935	UNITED STATES GEOLOGICAL SURVEY	CUST 6000006026	PV	114577	001	00999	7/15/2022	90995599	1,767.00
	UNITED STATES GEOLOGICAL SURVEY PO BOX 6200-27 PORTLAND OR 97228-6200							Summary Total	1,767.00
								Payment Amount	1,767.00
108453	WITMER PUBLIC SAFETY GROUP INC		PV	114698	001	00999	7/28/2022	1075	508.01
	WITMER PUBLIC SAFETY GROUP INC 101 INDEPENDENCE WAY COATESVILLE PA 19320							Summary Total	508.01
								Payment Amount	508.01

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Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
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Payment Instrument Check Payment
Pay Through Date 12/31/2022

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

Total Amount to be Processed	111,532.67
Total Number of Payments to be Processed	43

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Create Payment Control Groups

Payment Group Control Number 3460
 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
110744 ALLINA HEALTH SYSTEM		PV 114592 001 00999	7/31/2022	CI00024601	2,192.88
ALLINA HEALTH SYSTEM MISC BILLING NW 7710 P O BOX 9383 MINNEAPOLIS MN 55440-9383				Summary Total	2,192.88
				Payment Amount	2,192.88
117343 AMAZON CAPITAL SERVICES INC	ACCT A3VYUQ4FSATYMN	PV 114606 001 00999	8/8/2022	1VLN-P7WX-WKMP	171.01
AMAZON CAPITAL SERVICES INC PO BOX 035184 SEATTLE WA 98124-5184				Summary Total	171.01
	ACCT A3VYUQ4FSATYMN	PV 114609 001 00999	8/8/2022	1FPP-PV7M-X6JM	50.82
				Summary Total	50.82
	ACCT A3VYUQ4FSATYMN	PV 114676 001 00999	8/8/2022	1LNN-TDDN-X91F	195.40
				Summary Total	195.40
	ACCT A3VYUQ4FSATYMN	PV 114679 001 00999	8/8/2022	1N64-R7JM-W7KV	420.71
				Summary Total	420.71
	ACCT A3VYUQ4FSATYMN	PV 114680 001 00999	8/8/2022	1FH6-VMCT-WRD1	257.89
				Summary Total	257.89
	ACCT A3VYUQ4FSATYMN	PV 114686 001 00999	8/8/2022	17HL-XDGN-W9V9	28.98
				Summary Total	28.98
				Payment Amount	1,124.81
109256 AMERICAN ENGINEERING TESTING INC		PV 114529 001 00999	7/27/2022	INV-082025	4,463.75
AMERICAN ENGINEERING TESTING INC PO BOX 860678 MINNEAPOLIS MN 55486				Summary Total	4,463.75
		PV 114530 001 00999	7/27/2022	INV-081859	2,080.00
				Summary Total	2,080.00
		PV 114531 001 00999	7/28/2022	INV-083394	1,775.00
				Summary Total	1,775.00
				Payment Amount	8,318.75
100043 ANOKA COUNTY PROPERTY RECORDS TAXATION	CITY OF RAMSEY(534) JULY STMT	PV 114646 001 00999	7/31/2022	534 JUL 2022	138.00
ANOKA COUNTY PROPERTY RECORDS TAXATION 2100 - 3RD AVENUE ANOKA MN 55303				Summary Total	138.00
				Payment Amount	138.00

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Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
107587	ANOKA COUNTY TREASURY DEPARTMENT	AR020057, AR020067 CUST 130878	PV	114633	001	00999	8/2/2022	130878 AUG 2022	917.51
	ANOKA COUNTY TREASURY DEPARTMENT 2100 THIRD AVENUE ANOKA MN 55303							Summary Total	917.51
								Payment Amount	917.51
106346	BAUER BUILT INCORPORATED		PV	114634	001	00999	8/1/2022	940090066	1,210.51
	BAUER BUILT INCORPORATED 8270 W 35W SERVICE DR BLAINE MN 55449							Summary Total	1,210.51
			PV	114635	001	00999	8/1/2022	940090288	319.72
								Summary Total	319.72
								Payment Amount	1,530.23
116848	BAYCOM INC		PV	114683	001	00999	8/9/2022	EQUIPINV_039243	2,713.00
	BAYCOM INC PO BOX 88013 MILWAUKEE WI 53288-8013							Summary Total	2,713.00
								Payment Amount	2,713.00
103975	BROZAK, LUANN		PV	114575	001	00999	8/2/2022	1022	1,290.00
	LUANN BROZAK 18790 GARNET STREET NW ANOKA MN 55303							Summary Total	1,290.00
			PV	114576	001	00999	8/1/2022	1020	1,435.00
								Summary Total	1,435.00
			PV	114604	001	00999	8/1/2022	1021	348.00
								Summary Total	348.00
								Payment Amount	3,073.00
116845	CADY BUSINESS TECHNOLOGIES INC		PV	114628	001	00999	8/2/2022	IN-800107282638	39.00
	CADY BUSINESS TECHNOLOGIES INC 3030 HARBOR LANE SUITE 104 PLYMOUTH MN 55447							Summary Total	39.00
								Payment Amount	39.00
114549	CHETS SHOES INC		PV	114601	001	00999	7/25/2022	22210	150.00
	CHETS SHOES INC 8870 RENDOVA STREET NE							Summary Total	150.00
			PV	114624	001	00999	7/31/2022	22257	150.00

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 Pay Through Date 12/31/2022

Payee Number Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
CIRCLE PINES MN 55014					150.00
		Summary Total			150.00
		Payment Amount			300.00
116197 CINTAS CORPORATION	PAYER# 12455483	PV 114588 001 00999	7/29/2022	4126798443	16.92
CINTAS CORPORATION		Summary Total			16.92
CINTAS LOC #4K	PAYER # 12455017	PV 114619 001 00999	7/29/2022	4126798682	33.06
		Summary Total			33.06
P O BOX 650838					
DALLAS TX 75265-0838	PAYER# 12455483	PV 114640 001 00999	8/4/2022	4127352414	13.46
		Summary Total			13.46
	PAYER# 12455017	PV 114691 001 00999	8/5/2022	4127484976	44.27
		Summary Total			44.27
	PAYER # 12455017	PV 114729 001 00999	8/12/2022	4128169713	39.23
		Summary Total			39.23
		Payment Amount			146.94
115896 CIVICPLUS INC		PV 114713 001 00999	8/10/2022	#232629	8,204.67
CIVIC PLUS		Summary Total			8,204.67
P O BOX 1572		PV 114715 001 00999	8/10/2022	#232586	7,640.33
		Summary Total			7,640.33
MANHATTAN KS 66505		Payment Amount			15,845.00
100120 CONTINENTAL RESEARCH CORP		PV 114607 001 00999	8/3/2022	0037616	427.00
CONTINENTAL RESEARCH CORP		Summary Total			427.00
PO BOX 15204					
ST LOUIS MO 63110		Payment Amount			427.00
100144 DEHN OIL COMPANY		PV 114620 001 00999	7/28/2022	89937	3,655.00
DEHN OIL COMPANY		Summary Total			3,655.00
6735 141ST AVENUE NW		PV 114644 001 00999	8/3/2022	89983	3,495.00
		Summary Total			3,495.00
RAMSEY MN 55303		PV 114728 001 00999	8/11/2022	89449	3,505.00
		Summary Total			3,505.00
		Payment Amount			10,655.00
116175 ECKBERG LAMMERS ATTORNEYS AT LAW	07 2022	PV 114573 001 00999	7/31/2022	07 2022	6,081.26

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Payment Group Control Number 3460
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
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 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
ECKBERG LAMMERS ATTORNEYS AT LAW		Summary Total						6,081.26	
1809 NORTHWESTERN AVENUE									
STILLWATER MN 55082									
		Payment Amount						6,081.26	
100158	ECM PUBLISHERS INC	ACCT 370702	PV	114583	001	00999	7/22/2022	903231	172.00
ECM PUBLISHERS INC		Summary Total						172.00	
4095 COON RAPIDS BLVD									
COON RAPIDS MN 55433									
		Summary Total						52.25	
		Summary Total						129.00	
		Summary Total						129.00	
		Summary Total						86.00	
		Summary Total						86.00	
		Summary Total						112.88	
		Summary Total						112.88	
		Summary Total						134.38	
		Summary Total						134.38	
		Summary Total						485.34	
		Summary Total						485.34	
		Summary Total						231.13	
		Summary Total						231.13	
		Summary Total						292.85	
		Summary Total						292.85	
		Payment Amount						1,695.83	
108737	EMERGENCY AUTOMOTIVE TECHNOLOGY INC		PV	114670	001	00999	8/5/2022	DL080522-20	1,304.98
EMERGENCY AUTOMOTIVE TECHNOLOGY INC		Summary Total						1,304.98	
2755 GENEVA AVE N									
OAKDALE MN 55128									
		Summary Total						2,560.68	
		Summary Total						2,560.68	
		Summary Total						180.96	
		Summary Total						180.96	
		Summary Total						1,008.03	
		Summary Total						1,008.03	
		Summary Total						11.02	
		Summary Total						11.02	
		Summary Total						180.96	
		Summary Total						180.96	
		Summary Total						1,019.53	

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 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
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 Payment Instrument T A/P ACH Payment
 Pay Through Date 12/31/2022

Payee	Stub	Document	Due	Invoice	Payment			
Number	Name / Mailing Address	Ty	Number	Item	Co	Date	Number	Amount
				Summary Total				1,019.53
				Payment Amount				6,266.16
100186	FRANKENSIGNS INC	PV	114584	001	00999	7/25/2022	279102	170.00
	FRANKENSIGNS			Summary Total				170.00
	9991 GOODHUE STREET NE	PV	114585	001	00999	7/25/2022	279101	550.00
	P O BOX 490301			Summary Total				550.00
	BLAINE MN 55449	PV	114586	001	00999	7/25/2022	279103	360.00
				Summary Total				360.00
		PV	114587	001	00999	7/25/2022	279105	55.00
				Summary Total				55.00
				Payment Amount				1,135.00
100200	GOPHER STATE ONE CALL INC	PV	114614	001	00999	7/31/2022	2070692	476.55
	GOPHER STATE ONE CALL			Summary Total				476.55
	7223 PARKWAY DRIVE SUITE 210							
	HANOVER MD 21076-1317			Payment Amount				476.55
100209	HAKANSON ANDERSON ASSOC INC	PV	114721	001	00999	7/27/2022	48869	6,625.00
	HAKANSON ANDERSON ASSOC INC			Summary Total				6,625.00
	3601 THURSTON AVENUE							
	ANOKA MN 55303-1063			Payment Amount				6,625.00
100211	HAWKINS INC	PV	114630	001	00999	8/1/2022	6256608	12,009.16
	HAWKINS INC			Summary Total				12,009.16
	P O BOX 860263	PV	114717	001	00999	8/12/2022	6263208	9,744.34
	MINNEAPOLIS MN 55486-0263			Summary Total				9,744.34
				Payment Amount				21,753.50
119037	HOLSTAD & KNAAK, PLC	PV	114582	001	00999	7/21/2022	07212022	4,050.00
	HKB LAW			Summary Total				4,050.00
	4501 ALLENDALE DRIVE							
	WHITE BEAR LAKE MN 55127			Payment Amount				4,050.00

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 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
100285	MET COUNCIL ENVIRONMENTAL SRV	CUST 5156	PV	114578	001	00999	8/5/2022	0001143823	82,457.59
	MET COUNCIL ENVIRONMENTAL SRV P O BOX 856513 MINNEAPOLIS MN 55485-6513								Summary Total 82,457.59
									Payment Amount 82,457.59
116334	MN BOARDWALKS LLC		PV	114694	001	00999	8/9/2022	1759	6,800.00
	MN BOARDWALKS LLC 8617 80TH STREET GLENCOE MN 55336								Summary Total 6,800.00
			PV	114702	001	00999	8/9/2022	1758	1,450.00
									Summary Total 1,450.00
									Payment Amount 8,250.00
115167	NET TRANSCRIPTS INC		PV	114695	001	00999	7/31/2022	#NT11948	137.28
	NET TRANSCRIPTS INC PO BOX 95777 CHICAGO IL 60694-5777								Summary Total 137.28
									Payment Amount 137.28
101234	NORTH VALLEY, INC	22-04 PAY APP 1 NBRHD PVMT OVL	PV	114663	001	09435	8/23/2022	08232022	152,340.59
	NORTH VALLEY, INC 20015 IGUANA STREET NW #100	22-06 PAY APP 1 WOOD POND HILL	PV	114714	001	09435	8/23/2022	08232022B	62,868.49
	NOWTHEN MN 55330								Summary Total 152,340.59
									Payment Amount 62,868.49
									215,209.08
100363	NORTHERN SANITARY SUPPLY CO		PV	114608	001	00999	8/4/2022	204949	432.24
	NORTHERN SANITARY SUPPLY CO 341 COON RAPIDS BLVD MINNEAPOLIS MN 55433								Summary Total 432.24
			PV	114678	001	00999	8/9/2022	204975	53.05
									Summary Total 53.05
									Payment Amount 485.29
115071	NORTHLAND OCCUPATIONAL HEALTH		PV	114574	001	00999	8/4/2022	15508	50.00
	NORTHLAND OCCUPATIONAL HEALTH								Summary Total 50.00

R04570

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3460
 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	Document Number	Document Itm	Document Co	Due Date	Invoice Number	Payment Amount
	7533 SUNWOOD DRIVE NW SUITE 212 RAMSEY MN 55303		PV	114665	001	00999	8/4/2022	15513	3,600.00
				Summary Total					3,600.00
			PV	114677	001	00999	8/9/2022	15546	50.00
				Summary Total					50.00
				Payment Amount					3,700.00
107244	NORTHLAND TRUST SERVICES INC NORTHLAND TRUST SERVICES INC 150 SOUTH FIFTH STREET SUITE 3300 MINNEAPOLIS MN 55402	RAMS13A	PV	114579	001	00999	7/7/2022	RAMS13A JUL 2022	72,595.00
				Summary Total					72,595.00
				Payment Amount					72,595.00
112421	PERRILL PERRILL 110 CHESHIRE LANE SUITE 105 MINNETONKA MN 55305		PV	114723	001	00999	8/1/2022	258002	200.00
				Summary Total					200.00
				Payment Amount					200.00
106216	PIONEER RIM AND WHEEL CO PIONEER RIM AND WHEEL CO PO BOX 68129 MINNEAPOLIS MN 55418		PV	114622	001	00999	7/28/2022	01CN3895	175.08
				Summary Total					175.08
			PV	114623	001	00999	7/27/2022	01CN3520	192.58
				Summary Total					192.58
				Payment Amount					367.66
111488	POPP.COM INC POPP.COM INC 620 MENDELSSOHN AVE NO SUITE 101 GOLDEN VALLEY MN 55427	ALL- 10007670-763-A1-NNN	PV	114591	001	00999	7/31/2022	#992743166	799.65
				Summary Total					799.65
				Payment Amount					799.65
100431	SAFETY KLEEN CORPORATION SAFETY KLEEN CORPORATION PO BOX 975201 DALLAS TX 75397-5201		PV	114672	001	00999	8/4/2022	CN15229185	110.97
				Summary Total					110.97

R04570

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3460
 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	Item Itm	Co	Due Date	Invoice Number	Payment Amount
								110.97
100440	SHORT ELLIOT HENDRICKSON INC	CUST 3721	PV	114720	001 00999	8/10/2022	430843	1,125.45
	SHORT ELLIOT HENDRICKSON INC P O BOX 64780 ST PAUL MN 55164-0780							Summary Total 1,125.45
								Payment Amount 1,125.45
119121	SLOTH INSPECTIONS INC		PV	114647	001 00999	8/1/2022	07312022	4,435.05
	SLOTH INSPECTIONS INC 2089 175TH LANE NW ANDOVER MN 55304							Summary Total 4,435.05
								Payment Amount 4,435.05
108703	STERLING TROPHY		PV	114708	001 00999	8/11/2022	30012	115.75
	STERLING TROPHY 3824 7TH AVENUE ANOKA MN 55303							Summary Total 115.75
								Payment Amount 115.75
100469	STREICHER'S POLICE EQUIPMENT		PV	114684	001 00999	8/5/2022	11583263	296.95
	STREICHER'S POLICE EQUIPMENT 10911 WEST HWY 55 MINNEAPOLIS MN 55441							Summary Total 296.95
								Payment Amount 296.95
100485	TIMESAVER OFF SITE SECRETARIAL INC		PV	114605	001 00999	8/2/2022	M27509	1,236.26
	TIMESAVER OFF SITE SECRETARIAL INC 21021 KAROLINE COURT N FOREST LAKE MN 55025							Summary Total 1,236.26
			PV	114709	001 00999	8/12/2022	M27542	1,058.39
								Summary Total 1,058.39
								Payment Amount 2,294.65
106351	WATER LABORATORIES, INC		PV	114580	001 00999	7/9/2022	9107	660.00
	WATER LABORATORIES, INC							Summary Total 660.00

R04570

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3460
 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
	333 EAST MAIN STREET		PV 114641 001 00999	8/3/2022	9152	660.00
	PO BOX 388				Summary Total	660.00
	ELK RIVER MN 55330				Payment Amount	1,320.00
112515	WSB AND ASSOCIATES INC		PV 114617 001 00999	7/31/2022	R-019569-000-4	318.00
	WSB AND ASSOCIATES INC				Summary Total	318.00
	701 XENIA AVENUE SOUTH SUITE 300				Payment Amount	318.00
	MINNEAPOLIS MN 55416					
100543	ZIEGLER INC		PV 114716 001 00999	8/12/2022	IN000649166	4,610.00
	ZIEGLER INC				Summary Total	4,610.00
	SDS 12-0436				Payment Amount	4,610.00
	PO BOX 86					
	MINNEAPOLIS MN 55486-0436					
Total Amount to be Processed						516,485.92
Total Number of Payments to be Processed						46

Accounts Payable
 checks \$111,532.67
 ACH \$516,485.92
\$628,018.59

Regular AP 340,214.51
 Debt Service 72,595.00
 Pay Applications 215,209.08
628,018.59

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #22-203

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF AUGUST 4, 2022, THROUGH AUGUST 17, 2022

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of August 4, 2022, through August 17, 2022, in the amount of \$1,279,591.29 and

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

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

- 1) That the Ramsey City Council hereby approves the cash disbursements made and authorizes payment of the accounts payable invoices as detailed in the attached Bills List for the period August 4, 2022, through August 17, 2022, in the amount of \$1,279,591.29.

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 23rd day of August, 2022.

Mayor

ATTEST:

City Clerk

CC Regular Session

5. 6.

Meeting Date: 08/23/2022

By: Brian McCann, Community
Development

Information

Title:

Adopt Resolution #22-177 Approving North Brook Meadows Preliminary Plat Extension (Project No. 21-131); Case of Landform

Purpose/Background:

The purpose of this case is to review a proposal from Landform on behalf of Platinum Land, LLC (the "Applicant") to extend the North Brook Meadows Preliminary Plat (the "Project") three (3) years.

Notification:

No notification is required to extend a preliminary plat; however, there has been significant notification of this project at time of preliminary plat (notice sent to property owners within 700 feet of the site).

Time Frame/Observations/Alternatives:

Summary

Preliminary plat approvals are valid for one (1) year, and it has been almost a year since the preliminary plat for North Brook Meadows was approved. In order to reduce the number of individual extensions and approvals for this project, Staff and the Applicant are in favor of a three (3) year extension. The Applicant has stated the purpose of the extension is to allow for the property to the south (the Trott Brook Crossing development) to develop and extend the sewer and water utilities to North Brook Meadows.

The Applicant will still be required to bring forward any final plat (or phase) for City Council approval. This approval would lock in the preliminary plat approved by City Council in September 2021 for three (3) additional years. This preliminary plat approval included seventy-seven (77) single-family homes.

Alternatives

Alternative 1: Adopt Resolution #22-177 and extend the preliminary plat approval for three (3) years. This is a typical request with a subdivision of this scale. Typically, developers will phase developments that are this large in order to build a reasonable number of homes and sell those homes as they build. Extending the preliminary plat will still require that the Applicant comes forward with Final Plat plans for approval at each future stage, but will create a more efficient process overall so that the preliminary plat does not need to be extended after each year. Staff is supportive of this alternative.

Alternative 2: Deny Resolution #22-177. As noted above, this is not necessarily an unusual request for a development project of this scale. This is a reasonable request for this project, and Staff is supportive of the request to improve efficiencies in the future and present final plat plans. Staff is not supportive of this alternative.

Funding Source:

The Applicant is responsible for all costs associated with review.

Recommendation:

Staff recommends adoption of Resolution #22-177.

Outcome/Action:

Motion to adopt Resolution #22-177 extending the preliminary plat approval for North Brook Meadows for three (3) years.

Attachments

Previously Approved Resolution #21-248

Preliminary Plat for North Brook Meadows

ACTION - Resolution #22-177

Form Review

Inbox

Chris Anderson

Brian Hagen

Form Started By: Brian McCann

Final Approval Date: 08/18/2022

Reviewed By

Chris Anderson

Brian Hagen

Date

08/12/2022 11:06 AM

08/18/2022 02:13 PM

Started On: 08/03/2022 01:03 PM

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

RESOLUTION #21-248

RESOLUTION GRANTING PRELIMINARY PLAT APPROVAL FOR NORTH BROOK MEADOWS

WHEREAS, Landform, on behalf of Platinum Land, LLC hereafter referred to as “Developer”, properly applied for Preliminary Plat approval of the following described property located in the City of Ramsey:

The southeast quarter of the southwest quarter of Section 3, Township 32, Range 25, excluding the south 329 feet of the east 400 feet thereof, excluding roads, subject to easement of record; and the southern 329 feet of the east 400 feet of the southeast quarter of the southwest quarter of Section 3, Township 32, Range 25, excluding roads, subject to easement of record, Anoka County, MN.

(the ‘Subject Properties);

WHEREAS, The Subject Properties are owned by Ronald and Judith Hunt and Platinum Land, LLC, respectively, both of whom have signed off on the Application for Preliminary Plat; and

WHEREAS, the City reviewed the Sketch Plan for the project on January 7, 2021; and

WHEREAS, the City received an Application for Preliminary Plat Approval for North Brook Meadows on July 28, 2021, which includes 77 detached single-family homes; and

WHEREAS, The Subject Properties are zoned R-1 MUSA-80 and guided for low density residential on City Utilities in the 2040 Comprehensive Plan, and the proposal aligns with the zoning and guidance; and

WHEREAS, the Planning Commission held a Public Hearing and recommended approval of the Preliminary Plat on August 26, 2021; and

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

- 1) That the Ramsey City Council hereby grants preliminary plat approval of North Brook Meadows in accordance with relevant City Codes, contingent upon the following conditions:
 - a. Compliance with City Staff Review Letter and ProjectDox comments, and final approval by City Engineer and City Planning Department.
 - b. Review and Approval of Final Legal Form by City Attorney.
 - c. Written agreement from the owner of the gas easement across the Subject Properties for all site work and plans.

- d. Signage at edge of gas easement on each property.
- e. All lots having at least 80 feet of width outside of gas easement (if applicable).
- f. Lower Rum River Watershed Management Organization (WMO) approval.
- g. Approval of the Grading, Landscape, Lighting, Street, Trail, and Utility Plans.
- h. The Developer entering into a Development Agreement with the City.
- i. Addition of trail along Nowthen Blvd and 173rd Ave NW, and either a trail or funds for a trail on 175th Ave NW and a sidewalk on one side of each public road.
- j. Trunk utilities being brought to the Subject Properties.
- k. Finalization of the Infrastructure Study by the City of Ramsey and Bolton and Menk.
- l. Approved floodplain designated on plan sheets and individual surveys.
- m. As-builts for each property containing floodplain will be required prior to issuance of certificate of occupancy.
- n. Cost share agreement and roadway upgrades to 173rd Ave NW to a full public road at public road standards, complete with a crosswalk if needed on 173rd Ave NW.
- o. Improvements to 173rd Avenue and 175th Avenue as recommended in the traffic study.
- p. Improvements to Nowthen Boulevard as a shared cost with the adjacent property to the south, currently known Trott Brook Crossing, as recommended in the traffic study.

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

Mayor Kuzma
Councilmember Woestehoff
Councilmember Heineman
Councilmember Musgrove
Councilmember Riley

and the following voted against the same:

Councilmember Howell
Councilmember Specht

and the following abstained:

None

and the following were absent:

None

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 28th day of September, 2021.



Mayor

ATTEST:



City Clerk

LAVERN
ESTATES
BLOCK 1

PID: 03-32-25-33-0001
YOU WISH YOU HAD THIS LAND, LLC

PID: 03-32-25-31-0001
JOHN G. WEBORG, TRUSTEE

PID: 03-32-25-31-0008
SHERYL L. SMITH

PID: 03-32-25-31-0001
JOHN G. WEBORG, TRUSTEE

HUNT ADDITION
BLOCK 1

PID: 10-32-25-42-0005
RYAN EVAN HUNT

PID: 10-32-25-43-0006
RONALD E. & JUDITH HUNT

PID: 10-32-25-43-0005
TROTT BROOK HALL

PID: 10-32-25-12-0009
JANICE F. WRIGHT, TRUSTEE

PID: 10-32-25-21-0002
MAKOWSKY FAMILY FARM, LLC

PID: 10-32-25-21-0003
STEPHEN A. & PAMELA A.
GRAUNKE

PID: 03-32-25-33-0004
CARL R. JR. & C. J. BIEDERMAN

PID: 03-32-25-33-0002
LORIN H. SMITH

PID: 03-32-25-33-0003
LORIN H. SMITH

WITH RIBBON FD 0.4 BELOW RD GRADE

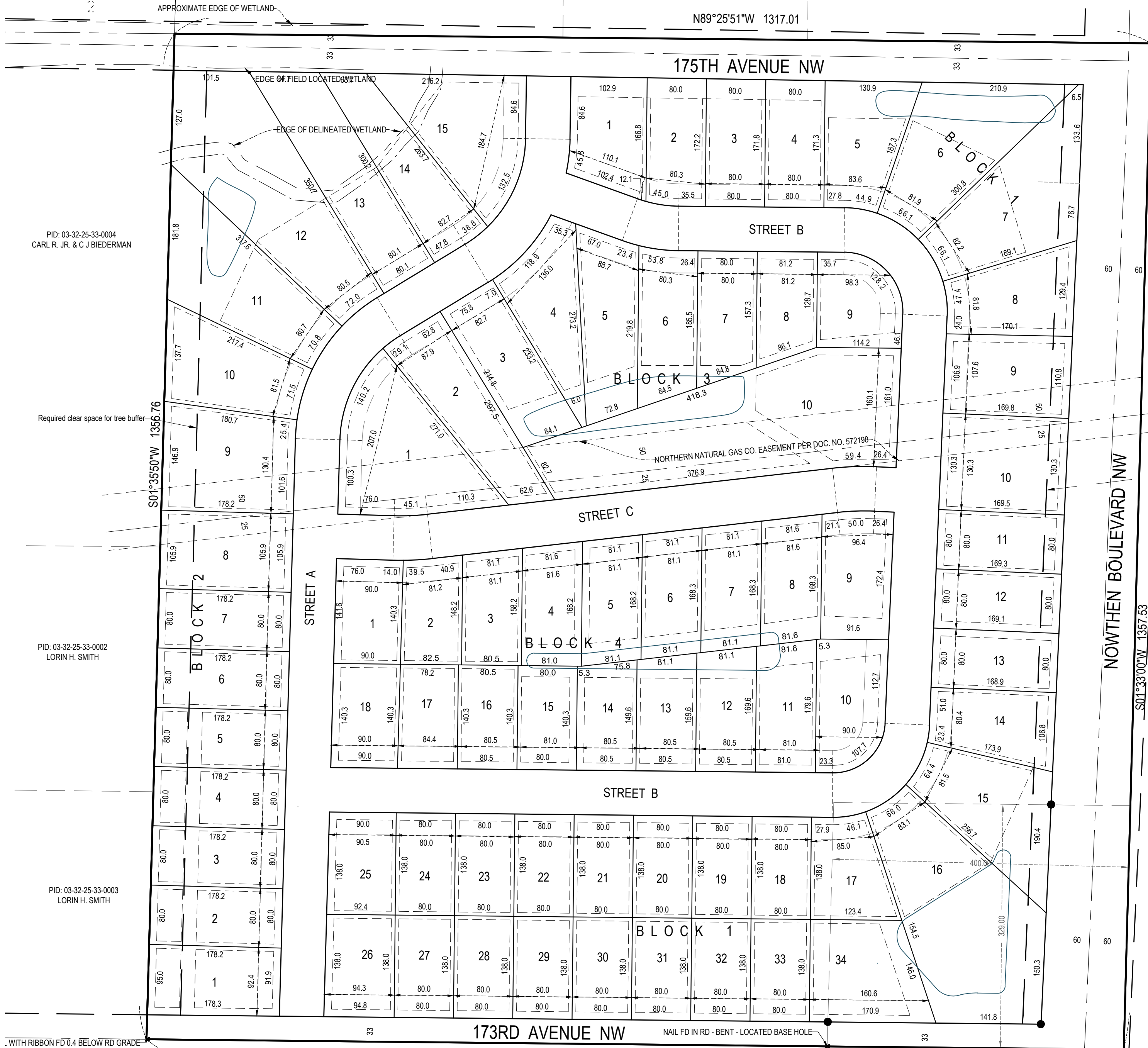
APPROXIMATE EDGE OF WETLAND

EDGE OF FIELD LOCATED WETLAND

EDGE OF DELINEATED WETLAND

Required clear space for tree buffer

Ideal clear space for tree buffer, if it can be preserved (not required, but preferred by city)



LEGAL DESCRIPTION

Parcel 1:
The Southeast Quarter of the Southwest Quarter (SE1/4 of SW1/4) of Section 3, Township 32, Range 25, except the East 400 feet of the South 329 feet, when measured by the East and South lines, also excepting those portions taken for County Road No. 5 and No. 63, and also for 173rd Street, Anoka County, Minnesota.

Parcel 2:
The South 329 feet of the East 400 feet of the Southeast Quarter of the Southwest Quarter of Section 3, Township 32, Range 25, excepting that part lying East of State Aid Highway No. 5, Anoka County, Minnesota.

BENCHMARK

Cast Iron Monument,
South Quarter corner of Section 3, Township 32, Range 25.
Elevation = 676.482

AREA SUMMARY

TOTAL SITE AREA: 1,787,850.0 SQ. FT. = 41.04 AC.
EXISTING RIGHT OF WAY AREA: 241,164.39 SQ. FT. = 5.54 AC.
WETLAND AREA: 42,235 SQ. FT. = 0.97 AC.
NET AREA: 1,504,450.61 SQ. FT. = 34.54 AC.
TOTAL SINGLE FAMILY LOTS = 77

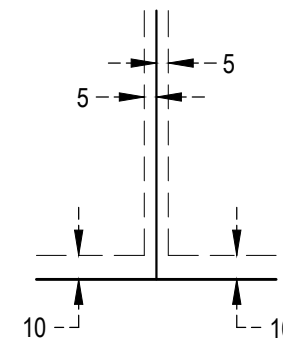
ZONING AND SETBACK SUMMARY

The Property is Zoned R-1 - MUSA
Building Setback Information is as follows:
Front Yard = 30 ft.
From major or minor arterial (Northen Blvd.) - 60 feet from ROW centerline plus normal setback standard.
Rear = 30 ft.
Side (interior) = 10 ft.
Side (street) = 30 ft.
Welland Setback = 16.5 ft.
Parking Setback Information is as follows:
Driveway setback 5 ft. from side lot line.
Minimum Lot Area: 10,890 S.F. (0.25 AC.)
Minimum Lot Width: 80 ft. (90 ft. for corner lot)
Minimum Lot Depth: 100 ft.

LOT AREA TABLE

Parcel #	Lot/Block	Area	Parcel #	Lot/Block	Area	Parcel #	Lot/Block	Area	Parcel #	Lot/Block	Area
1	1_1	15510	21	21_1	11040	41	7_2	14259	61	2_4	11657
2	2_1	13710	22	22_1	11040	42	8_2	18872	62	3_4	12330
3	3_1	13761	23	23_1	11040	43	9_2	24429	63	4_4	13219
4	4_1	13725	24	24_1	11040	44	10_2	19892	64	5_4	13542
5	5_1	17666	25	25_1	12585	45	11_2	28975	65	6_4	13544
6	6_1	28178	26	26_1	12915	46	12_2	44747	66	7_4	13545
7	7_1	29094	27	27_1	11040	47	13_2	26066	67	8_4	13630
8	8_1	17384	28	28_1	11040	48	14_2	19583	68	9_4	16242
9	9_1	18493	29	29_1	11040	49	15_2	25240	69	10_4	15967
10	10_1	22110	30	30_1	11040	50	1_3	30350	70	11_4	14143
11	11_1	13553	31	31_1	11040	51	2_3	20898	71	12_4	13250
12	12_1	13538	32	32_1	11040	52	3_3	18467	72	13_4	12447
13	13_1	13523	33	33_1	11040	53	4_3	17833	73	14_4	11645
14	14_1	15342	34	34_1	20306	54	5_3	18942	74	15_4	11224
15	15_1	23983	35	1_2	16653	55	6_3	16012	75	16_4	11294
16	16_1	46868	36	2_2	14259	56	7_3	13713	76	17_4	11136
17	17_1	13880	37	3_2	14259	57	8_3	11617	77	18_4	12629
18	18_1	11040	38	4_2	14259	58	9_3	13481			
19	19_1	11040	39	5_2	14259	59	10_3	63926			
20	20_1	11040	40	6_2	14259	60	1_4	12678			

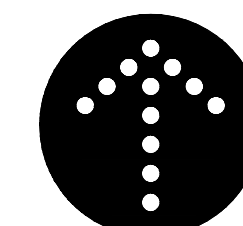
DRAINAGE AND UTILITY EASEMENTS
ARE SHOWN THUS:
(NOT TO SCALE)



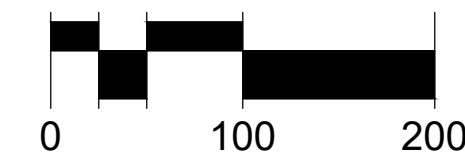
BEING 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES,
UNLESS OTHERWISE SHOWN AND 10 FEET IN WIDTH AND
ADJOINING REAR LOT LINES UNLESS OTHERWISE SHOWN
AND 10 FEET IN WIDTH AND ADJOINING RIGHT OF WAY LINES
UNLESS OTHERWISE SHOWN



Know what's Below.
Call before you dig.



NORTH

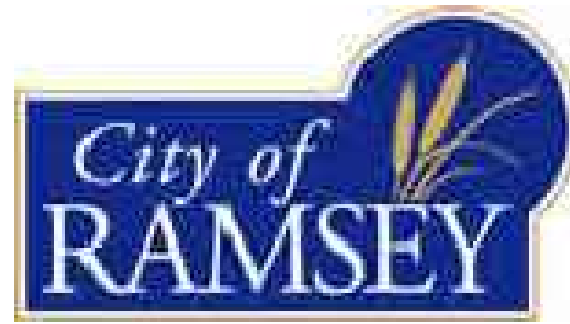


DEVELOPER

PLATINUM LAND MN, LLC

5191 159TH AVE NW
ANDOVER, MN 55304
TEL 763-301-4550

MUNICIPALITY



PROJECT

**NORTH BROOK
MEADOWS**
RAMSEY, MINNESOTA

ISSUE / REVISION HISTORY

DATE	ISSUE / REVISION	REVIEW
16 JUL 2021	PRELIMINARY PLAT SUBMITTAL	CNC

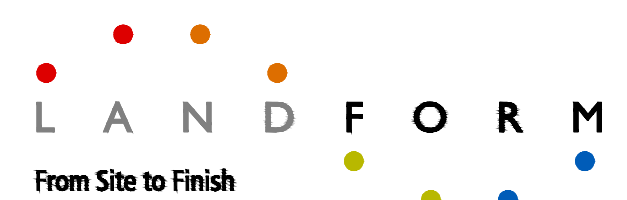
CERTIFICATION

I hereby certify that this plan was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer or Professional Land Surveyor in the State of MINNESOTA.

**PRELIMINARY
NOT FOR
CONSTRUCTION**

IF THE SIGNATURE, SEAL OR FOUR LINES DIRECTLY ABOVE ARE NOT VISIBLE, THIS SHEET HAS BEEN REPRODUCED BEYOND INTENDED READABILITY AND IS NO LONGER A VALID DOCUMENT. PLEASE CONTACT THE ENGINEER TO REQUEST ADDITIONAL DOCUMENTS.

PRELIMINARY PLAT
07/16/2021



105 South Fifth Avenue Tel: 612-252-9070
Suite 513 Fax: 612-252-9077
Minneapolis, MN 55401 Web: landform.net

FILE NAME C002PLM001.dwg

PROJECT NO. PLM20001

PRELIMINARY PLAT

C0.2

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

RESOLUTION #22-177

RESOLUTION EXTENDING PRELIMINARY PLAT APPROVAL FOR NORTH BROOK MEADOWS FOR THREE (3) YEARS

WHEREAS, Landform, on behalf of Platinum Land, LLC, hereafter referred to as “Developer”, properly applied for Preliminary Plat approval of the Property generally known as North Brook Meadows in the City of Ramsey legally described as:

The southeast quarter of the southwest quarter of Section 3, Township 32, Range 25, excluding the south 329 feet of the east 400 feet thereof, excluding roads, subject to easement of record; and the southern 329 feet of the east 400 feet of the southeast quarter of the southwest quarter of Section 3, Township 32, Range 25, excluding roads, subject to easement of record, Anoka County, MN;

(the ‘Subject Property’);

WHEREAS, the City approved North Brook Meadows in 2021 via Resolution 21-248;
and

WHEREAS, the City Council approved to extend the preliminary plat approval for three (3) years from the date of this meeting.

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 extends the preliminary plat approval for three (3) years from the date of this approval.

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 23rd day of August, 2022.

Mayor

ATTEST:

City Clerk

CC Regular Session

5. 7.

Meeting Date: 08/23/2022

By: Brian McCann, Community
Development

Information

Title

Adopt Resolution #22-184 Granting Request for Release of Development Agreement for Park View East Apartments on Lot 1 Block 1 COR Parkview Addition

Purpose/Background:

The City has received a request from Park View East - Minneapolis, LLC for a release of Development Agreement for COR Parkview Addition on Lot 1 Block 1 COR Parkview Addition. This Development Agreement was recorded in 2015, and all obligations of said Agreement have been completed. This site is the location of Park View East Apartments.

Notification:

Notification is not required.

Funding Source:

The request is being handled as part of normal Staff duties.

Recommendation:

Staff recommends release of Development Agreement for COR Parkview Addition on Lot 1 Block 1 COR Parkview Addition.

Action:

Motion to adopt Resolution #22-184 approving release of Development Agreement for COR Parkview Addition on Lot 1 Block 1 COR Parkview Addition.

Attachments

Site Location Map

Request for Release

Development Agreement for COR Parkview Addition

ACTION - Resolution #22-184

Release of Development Agreement

Form Review

Inbox

Bruce Westby

Brian Hagen

Form Started By: Brian McCann

Final Approval Date: 08/18/2022

Reviewed By

Bruce Westby

Brian Hagen

Date

08/18/2022 09:19 AM

08/18/2022 02:16 PM

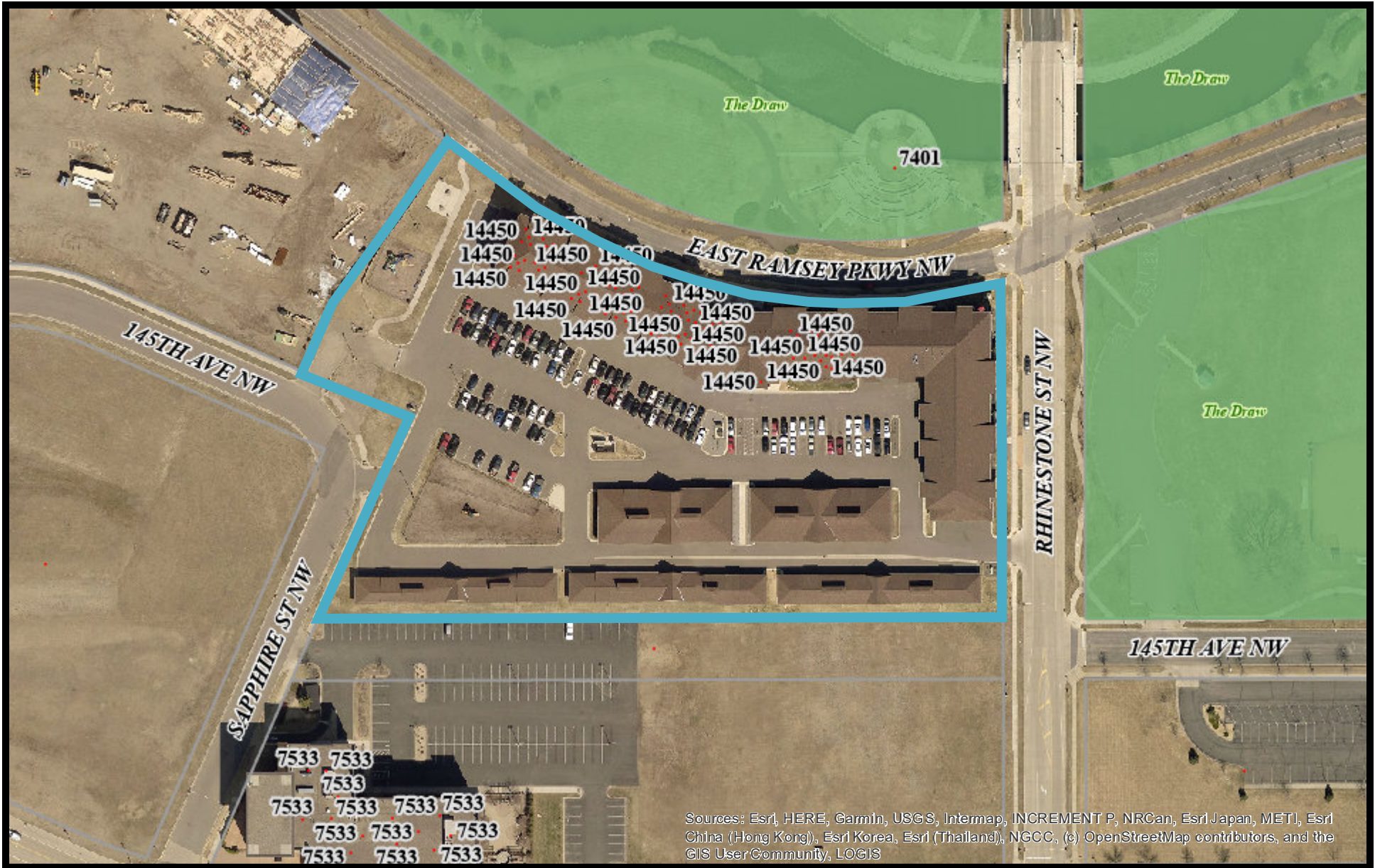
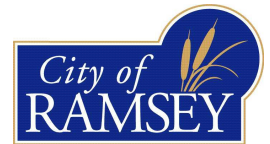
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28-32-25-42-0025

14450 Rhinestone St NW

Parkview East Apartments

DA Release



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

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CURTIS CAPITAL GROUP LLC

August 2, 2022

VIA ELECTRONIC MAIL

City of Ramsey
Attn: Brian McCann, City Planner
7550 Sunwood Drive NW
Ramsey, MN 55303
BMcCann@ci.ramsey.mn.us

Re: 14450 Rhinestone Street Northwest, Ramsey, Minnesota (PID 28-32-25-42-0025)

Dear Mr. McCann:

Park View East - Minneapolis LLC, as owner of the above-referenced property, requests that the Development Agreement for COR Parkview Addition, between the City of Ramsey, a Minnesota municipal corporation (the "City") and PSD, LLC, a Minnesota domestic limited liability company dated September 22, 2015, recorded October 26, 2015, as Document No. 2121425.002 be released and that the City provide a written instrument, in recordable form, to evidence such release.

Sincerely,

Park View East - Minneapolis LLC
By: Curtis Capital Group LLC

By: Colin Curtis
Its: Vice President

cc: Trina L. Sjoberg (via email: tsjoberg@winthrop.com)
Gregory L. Russell (via email: grussell@prklaw.com)

24464924v1

ORIGINAL



CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR COR PARKVIEW ADDITION

This Agreement (hereinafter the "Agreement") is dated as of this 22 day of SEPT., 2015 and is by and between the CITY OF RAMSEY, a Minnesota municipal corporation (the "CITY") and PSD, LLC, 7533 Sunwood Dr NW, Suite 315, Ramsey, MN 55303, a Minnesota domestic limited liability company (the "PERMITTEE").

WHEREAS, the PERMITTEE is the owner of land legally described on the attached Exhibit A (the "Subject Property"); and

WHEREAS, the PERMITTEE has received approval from the CITY to subdivide the Subject Property and plat the same as COR PARKVIEW ADDITION (the "Plat"); and

WHEREAS, the Plat re-subdivides the Subject Property into Lot 1, Block 1, and Outlot A, COR PARKVIEW ADDITION, Anoka County, Minnesota.

THEREFORE, THE CITY AND THE PERMITTEE AGREE AS FOLLOWS:

1. Conditions of Approval. The CITY has approved the Plat subject to satisfaction of the following conditions subsequent:
 - a. The PERMITTEE'S Execution of this Agreement. That the PERMITTEE enter into this Agreement.
 - b. Marketable Title. That prior to recording the Plat, the PERMITTEE shall provide the CITY with proof of marketable title to the Subject Property either through a currently certified abstract, registered property abstract or title insurance commitment or policy.
 - c. Proof of Authority. That the PERMITTEE provide proof that the respective governing boards of the PERMITTEE have authorized the PERMITTEE'S execution of this Agreement. This proof of authority may be satisfied by providing the CITY with a certified copy of the minutes of the governing board of each entity which grants such authority.
2. The Plans. The term "Plans" as used in this Agreement means the Final Plat Plans prepared by Bolton and Menk, dated July 15, 2015. The Plans remain subject to: (a) CITY Staff's review and approval of the Plans, among other things, confirm that the revisions requested in the CITY review letter have been made; and (b) such further revisions as the PERMITTEE may propose and the CITY approves. The Plans shall not be attached to this Agreement, but are in the CITY'S files.
3. Stage I Improvements. The improvements the PERMITTEE will construct or install are as follows:
 - a. Trunk and lateral sanitary sewer.
 - b. Trunk and lateral water main.

2121425.002

- c. Storm drainage facilities (when specified).
- d. Stormwater maintenance through 90 percent buildout.
- e. Streets.
- f. Concrete curb and gutter (urban).
- g. Street traffic control signals.
- h. Lot grading.
- i. Trail development.
- j. Sidewalks.
- k. Electricity (within one-fourth mile).
- l. Phone (within one-fourth mile).
- m. Natural gas (within one-fourth mile).
- n. Boulevard sodding.
- o. Water shut off boxes.
- p. Easement acquisition.
- q. As-built plans.
- r. Stage I financial surety.

(the "Stage I Improvements").

The **PERMITTEE** agrees to construct the Stage I Improvements according to the terms and conditions of this Agreement and in accordance with the Plans and the City Code. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of re-producible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage I Improvements and acceptance by the **CITY**. As as-built plans are a required Stage I Improvement item per City Code Section 117-615, the **CITY** will not release the required Stage I Improvement Financial Guarantee noted in paragraph #6 below. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage I Improvements.

4. Additional Requirements Related to Certain Stage I Improvements. The **PERMITTEE** agrees to construct the Stage I Improvements according to the terms and conditions of this Agreement and in accordance with the Plans. The final construction plans for the Stage I Improvements shall be submitted to the City Engineer for review and approval prior to commencement of construction on the Stage I Improvements. The **PERMITTEE** shall be required to commence a pre-construction meeting held at the **CITY** offices. The **PERMITTEE** shall be responsible for contacting all utilities listed above and prepare the agenda for the pre-construction meeting. Work within existing rights of way and roadways must be completed under traffic, be brought back up to grade, and must be restored to existing conditions within 24 hours.
5. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners.

6. Stage I Improvement Financial Guarantee. The **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage I Improvements and their timely completion. The financial guarantee must be in the form of a Letter of Credit in a form acceptable to the **CITY'S** Finance Director or cash escrow. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of Three Hundred Forty Nine Thousand Twenty Three Dollars and No Cents (**\$349,023.00**), which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I Improvements (**\$279,218 x 1.25**). Upon completion of Stage I Improvements (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, the **PERMITTEE** may request a reduction in the amount of the financial guarantee. The accepted engineer's estimate is attached as Exhibit C hereto. Partial releases of the Letter of Credit are not permitted without approval of the City Council.
7. Inspection Fees for the Stage I Improvements. The **PERMITTEE** shall provide an inspection fee to the **CITY** to inspect the Stage I Improvements. The **PERMITTEE** shall be responsible for an inspection fee in the amount of Thirteen Thousand Nine Hundred Sixty One Dollars and No Cents (**\$13,961.00**), which amount is 5% of the City Engineer's estimated cost of the Stage I Improvements (**\$279,218 x .05**). The inspection fee must be in the form of a cash escrow. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon completion of the Stage I Improvements, acceptance by the **CITY**, and supported by appropriate lien waivers. The accepted engineer's estimate is attached as Exhibit C hereto.
8. Installation of the Stage I Improvements. The **PERMITTEE** shall obtain all necessary permits from all governmental agencies before commencing construction of the Stage I Improvements. The **PERMITTEE** must provide the **CITY** with copies of all necessary permits from other governmental agencies prior to or when the **PERMITTEE** applies for a building permit to construct improvements on a lot within the Plat. Within thirty (30) days after the completion of the Stage I Improvements, the **PERMITTEE** shall provide the **CITY** with a complete set of reproducible "As Built" plans for the Stage I Improvements.
9. Time of Performance for the Stage I Improvements. The **PERMITTEE** must complete the Stage I Improvements within one (1) year after the recording of the Plat. The Final Plat must be recorded within two (2) years of approval by the City Council.
10. Ownership of the Stage I Improvements. The **PERMITTEE** owns the Stage I Improvements until the **CITY'S** acceptance of the Stage I Improvements. Title to the Stage I Improvements automatically passes to the **CITY** upon the **CITY'S** written acceptance of the Stage I Improvements. Except to the extent the **CITY** has accepted all or portions of the Stage I Improvements, in writing, prior to the lapse, expiration, or other termination of the **CITY'S** financial guaranty described in Section 6 and except to the extent the **CITY** and the **PERMITTEE** may agree,

in writing, to defer the CITY'S acceptance of certain specified Stage I Improvements, the CITY is deemed to have accepted the Stage I Improvements when the CITY releases the financial guaranty described in Section 6 or allows such financial guarantee to lapse, expire or otherwise terminate.

11. Stage I Improvements License. The PERMITTEE hereby grants the CITY and the CITY'S agents, employees, officers, and contractors an irrevocable license to enter the Subject Property to perform all necessary work and/or inspections the CITY deems appropriate during the PERMITTEE'S installation of the Stage I Improvements. The license shall expire after the CITY accepts ownership of Stage I Improvements.
12. Stage II CITY Improvements. The improvements the PERMITTEE must construct or install are as follows:
 - a. Street striping and signing.
 - b. Streetlights.
 - c. Inspection.
 - d. Monuments.
 - e. Stage II cash deposit.

(the "Stage II Improvements"). The PERMITTEE must complete the construction of the Stage II Improvements within one (1) year after the date upon which the Plat is recorded. The Plat must be recorded within two (2) years of approval by the CITY.

PERMITTEE must install the Stage II Improvements in accordance with the Plans. Per City Code Section 117-615, the PERMITTEE shall provide the CITY with a set of re-producible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage II Improvements and acceptance by the CITY. As as-built plans are a required Stage II Improvement item per City Code Section 117-615, the CITY will not release the required Stage I Improvement Financial Guarantee noted in paragraph #6 above. Additionally, the PERMITTEE agrees to provide to the CITY the plans in CAD format prior to the commencement of construction of the Stage II Improvements.

13. Financial Guaranty for Stage II Improvements. The PERMITTEE shall provide a financial guarantee to the CITY guaranteeing the construction of the Stage II Improvements and their timely completion. Said financial guarantee is already covered in Paragraph #6 above. No additional amount is necessary.
14. Warranty for Stage I and Stage II Improvements. The PERMITTEE shall provide a one year warranty in the form of a maintenance bond in the amount of 25% of the cost of the Stage I and Stage II Improvements. Said warranty shall be in force for one year following the final acceptance of any require improvements and shall guarantee satisfactory performance of said improvement. The warranty must be in

the form of a Letter of Credit in a form acceptable to the CITY'S Finance Director or cash escrow.

15. Stage I and Stage II Improvements to Outlots. The PERMITTEE acknowledges that Stage I and Stage II Improvements are not being required for proposed Outlots, but will be required upon development of said Outlots.
16. Street Cleaning and Clean Up. After the street surfacing that is a part of the Stage I and Stage II Improvements is installed, the PERMITTEE shall clear any soil, earth, or debris from the streets. From time to time, the CITY may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the improvements. It shall be the PERMITTEE'S responsibility to pay the reasonable costs associated with this necessary street cleaning. Invoices from the CITY to the PERMITTEE for such costs shall be paid within fifteen (15) days of the date of the invoice.
17. Payment of Development Fees. The PERMITTEE must pay to the CITY the fees described on Exhibit B which may include, but are not limited to, Park Land Dedication Fees, Trail Development Fees, Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees, Sanitary Sewer Lateral Fees, Water Lateral Fees, Storm Management Fees, Street Light as well as Street Light Operation and Maintenance Fees.
18. Requirements for Building and Occupancy Permits.
 - a. No building permit for any lot in the Plat shall be issued until the PERMITTEE has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the CITY Building Official with a Certificate of Survey; c.) the financial guaranty described in Section 6 to the CITY; d.) obtained all necessary permits from the Lower Rum River Watershed Management Organization and the Anoka County Soil Conservation District and has provided a copy of each such permit to the CITY; and
 - b. No occupancy permit for any lot in the Plat shall be issued until the PERMITTEE has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water facilities this Contract requires to serve the lot and such utilities and storm water facilities are in place, and operational and the CITY has accepted those utilities and storm water facilities; (c) for lots that have a slope of less than 2%, provided the CITY with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on the lot is 1% or greater; and (d) installed and planted the sod and landscaping that are required as a part of the Stage I Improvements.

19. **PERMITTEE Defaults.** If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE'S** obligations under this Contract, i) the **CITY** gives the **PERMITTEE** thirty (30) days written notice of the default and ii) the **PERMITTEE** fails to cure the default within said thirty (30), then the **CITY** may pursue any and all remedies available at law or in equity including, but not limited to, the following:
- a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **PERMITTEE'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **PERMITTEE'S** default creates an immediate risk to public health or safety, the **CITY** may perform or engage one or more third parties to perform the work before the **CITY** provides the notice described in the initial paragraph of this Section, but the **CITY** must use commercially reasonable efforts to notify the **PERMITTEE** as promptly as possible that the **CITY** is undertaking to perform the **PERMITTEE'S** obligation or obligations. If the **CITY** performs one or more obligations of the **PERMITTEE**, the **PERMITTEE** must reimburse the **CITY** for any costs or expenses the **CITY** incurs, including costs and expenses for **CITY** staff time, to perform the work within 30 days after the **CITY** notifies the **PERMITTEE**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **PERMITTEE** does not reimburse the **CITY** within said 30 day period, the **CITY** may pursue any remedies available to the **CITY** either at law or in equity or, in the alternative, the **CITY** may draw on the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to this Agreement to reimburse itself for the expenses the **CITY** incurs to perform the work. This Agreement is a license for the **CITY** to act, and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the **PERMITTEE** Property. As an alternative to seeking recovery from the **PERMITTEE** or the financial guaranty, the **CITY** may levy special assessments against the **PERMITTEE** Property in accordance with Minnesota Statutes Section 429, and the **PERMITTEE**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **PERMITTEE** may have to such special assessments;
 - b. The **CITY** may commence an action in Anoka County District Court to pursue any remedy available to the **CITY** at law or in equity including, but not limited to, injunctive relief;
 - c. The **CITY** may refuse to grant building permits for improvements to be constructed on any lots within the Plat until the **PERMITTEE** has cured all of its defaults; and

- d. The CITY may draw upon all or any portion of the financial guaranty the PERMITTEE has provided to the CITY pursuant to Section 6 and (i) use all or any portion of the proceeds from the financial guaranty to reimburse the CITY pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the CITY obtains against the PERMITTEE pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the CITY pursuant to Section 19 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this Section 18(d).

20. Miscellaneous.

- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraphs or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- b. Written Amendments Only. The action or inaction of the CITY or the PERMITTEE shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the CITY Council. The CITY'S or the PERMITTEE'S failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- c. Compliance with Laws and Regulations. The PERMITTEE represents to the CITY that the Plat complies with all CITY, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the CITY determines that the Plat does not comply, the CITY may, at its option, refuse to allow any construction or development work in the Plat until the PERMITTEE does comply. Upon the CITY'S demand PERMITTEE shall cease work until there is compliance.
- d. Mailbox Locations. If the PERMITTEE desires to construct mailboxes within the public right of way, the PERMITTEE agrees that the placement of mailboxes along public streets is subject to the approval by the CITY. Utility locates will be necessary.
- e. Boulevard and Wetland Restoration. The PERMITTEE shall be responsible for the cost of establishing seed in all boulevards within thirty (30) days of the completion of the street improvements, and restoring all

other areas disturbed by the development grading operation in accordance with the approved Grading and Erosion Control plan. The PERMITTEE shall be responsible for the cost of cleaning any soil, earth, or debris from the wetlands within and adjacent to this Plat resulting from grading performed in the development of the Plat.

- f. Construction, Hours and Entrance Signs. The CITY restricts construction and delivery hours to Monday through Friday 7:00 a.m. to 8:00 p.m. The CITY must approve any work on Saturday and is limited to the hours of 7:00 a.m. to 8:00 p.m. The PERMITTEE agrees that no staging or parking shall be allowed on East Ramsey Parkway without prior approval by the CITY. The PERMITTEE agrees that no parking on East Ramsey Parkway shall occur on any Thursday during The Draw Summer Event Series. The PERMITTEE agrees that no parking shall be allowed on East Ramsey Parkway during any scheduled CITY event. The PERMITTEE is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.

- g. Construction Site Maintenance. The PERMITTEE shall adhere to all of the CITY ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. The CITY reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.

- h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Stage I and Stage II Improvements, unless qualified as fixed amounts, are estimated. The PERMITTEE agree to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.

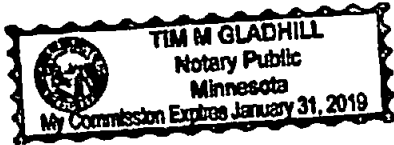
- i. Plat Approval Expenses. The PERMITTEE agrees that it will pay to CITY all CITY reasonable expenses incurred in the approval of the Plat, including, but not limited to, administration expenses, engineering and legal fees. Said expenses incurred after recording of the Final Plat shall also be paid within said fifteen (15) day billing period. Failure to pay the CITY'S expenses within the fifteen (15) day billing period will permit the CITY to draw upon any of the escrows required by this Agreement for payment.

- j. Reimbursement to the CITY. The PERMITTEE agree to reimburse the CITY for all reasonable costs incurred by the CITY in defense or

The foregoing instrument was acknowledged before me this 22 day of SEPT., 2015, by MATT KUKER the CHIEF OPERATING OFFICER of PSD, LLC, a domestic limited liability company under the laws of the State of Minnesota on behalf of the corporation.



Notary Public



THE CITY:

CITY OF RAMSEY

By: [Signature]
Its: Mayor

By: [Signature]
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this 22 day of SEPT. 2015, by Sarah Strommen and Kurtis G. Ulrich, the Mayor and the City Administrator of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.



[Signature]
Notary Public

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

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

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

T15-09033

EXHIBIT A

Legal Description of the Subject Property

Outlots A & B, RAMSEY TOWN CENTER 11TH ADDITION, Anoka County, Minnesota

-or upon recording-

Lot 1, Block 1 and Outlot A, COR PARKVIEW ADDITION, and Outlot B, RAMSEY TOWN CENTER 11TH ADDITION, Anoka County, Minnesota

EXHIBIT B**Fees Payable to the City**

Fee	Amount	# of Units	Total
Park Dedication	\$2,600/unit	121	\$314,600
Trail Development	\$700/unit	121	\$84,700
Water Trunk	\$1,597/unit	121	\$193,237
Sanitary Sewer Trunk	\$1,126	121	\$136,246
Stormwater Management	\$459/unit	121	\$55,539
Street Light	\$1,300/light	2	\$2,600
Street Light O & M	\$294/light	TBD	\$588

Exhibit C
Engineer's Estimate

PSD - PARKVIEW EAST APARTMENTS - INFRASTRUCTURE ESTIMATE - PUBLIC

CITY OF RAMSEY, MN
 BMI #R16.109475

DATE: 9/22/2015

ITEM NO.	ITEM DESCRIPTION	UNIT	UNIT COST	TOTAL QUANTITY	TOTAL COST
PUBLIC IMPROVEMENTS - ROADWAY & SIDEWALK					
1	MOBILIZATION	LUMP SUM	\$25,000.00	1	\$25,000.00
2	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$2.00	780	\$1,560.00
3	REMOVE CONCRETE WALK	LIN FT	\$1.00	430	\$430.00
4	REMOVE CONCRETE CURB AND GUTTER	LIN FT	\$10.00	55	\$550.00
5	SAWING BITUMINOUS PAVEMENT	LIN FT	\$3.50	66	\$231.00
6	TOPSOIL BORROW	CU YD	\$25.00	500	\$12,500.00
7	COMMON EXCAVATION	CU YD	\$12.00	1100	\$13,200.00
8	AGGREGATE BASE CLASS 5 (CV)	CU YD	\$25.00	600	\$15,000.00
9	TYPE SP 9.5 WEARING COURSE (2,B) (SPWEA240B) (2360)	TON	\$75.00	235	\$17,625.00
10	TYPE SP 12.5 NON-WEARING COURSE (2,B) (SPNWB230B) (2360)	TON	\$70.00	235	\$16,450.00
11	ADJUST VALVE BOX	EACH	\$500.00	1	\$500.00
12	PEDESTRIAN CURB RAMPS	EACH	\$2,000.00	7	\$14,000.00
13	5' CONCRETE WALK	SQ YD	\$49.00	750	\$36,750.00
14	CONCRETE CURB & GUTTER	LIN FT	\$14.00	1200	\$16,800.00
15	TRAFFIC CONTROL	LUMP SUM	\$1,000.00	1	\$1,000.00
16	SIGNAGE	LUMP SUM	\$2,500.00	1	\$2,500.00
17	LANDSCAPE TREES	EACH	\$600.00	27	\$16,200.00
18	IRRIGATION SYSTEM	LUMP SUM	\$10,000.00	1	\$10,000.00
19	STORM DRAIN INLET PROTECTION	EACH	\$150.00	25	\$3,750.00
20	SILT FENCE	LIN FT	\$4.00	500	\$2,000.00
21	DITCH CHECK TYPE BIOLOG	LIN FT	\$4.00	500	\$2,000.00
22	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	\$1,500.00	2	\$3,000.00
23	SOD	SQ YD	\$5.00	2500	\$12,500.00
TOTAL PUBLIC ROADWAY & SIDEWALK COST:					\$223,546.00
STORM SEWER					
1	24" RC PIPE SEWER DES 3008 CL III	LIN FT	\$41.00	56	\$2,296.00
2	CONNECT TO EXISTING STORM SEWER	EACH	\$1,000.00	1	\$1,000.00
3	CONSTRUCT DRAINAGE STRUCTURE 96" DESIGN 4022	LIN FT	\$850.00	6.74	\$5,729.00
4	CASTING ASSEMBLY	EACH	\$550.00	1	\$550.00
TOTAL STORM SEWER COST:					\$9,575.00
WATERMAIN & SANITARY SEWER - PUBLIC					
1	PIPE FITTINGS	POUND	\$8.00	350	\$2,800.00
2	8" GATE VALVE & BOX	EACH	\$1,500.00	1	\$1,500.00
3	8" GATE VALVE & BOX	EACH	\$2,000.00	4	\$8,000.00
4	CONNECT TO EXISTING WATER MAIN	EACH	\$1,200.00	2	\$2,400.00
5	HYDRANT	EACH	\$4,000.00	1	\$4,000.00
6	8" DIP CL 52 WATERMAIN	LIN FT	\$41.00	12	\$492.00
7	8" DIP CL 52 WATERMAIN	LIN FT	\$45.00	405	\$18,225.00
8	4" WATERMAIN INSULATION	SQ YD	\$50.00	10	\$500.00
9	CONNECT TO EXISTING SANITARY SEWER	EACH	\$1,700.00	1	\$1,700.00
10	8" PVC SANITARY SEWER SDR 26	LIN FT	\$40.00	64	\$2,560.00
11	48" SANITARY MANHOLE	LIN FT	\$350.00	9.63	\$3,370.50
12	CASTING ASSEMBLY	EACH	\$550.00	1	\$550.00
TOTAL WATERMAIN & SANITARY SEWER - PUBLIC COST:					\$46,097.50
TOTAL ESTIMATED CONSTRUCTION COST:					\$279,218.50

ANOKA COUNTY MINNESOTA

Document No.: 2121425.002 ABSTRACT

I hereby certify that the within instrument was filed in
this office for record on: 10/26/2015 11:19:00 AM

Fees/Taxes In the Amount of \$46.00

JONELL M. SAWYER

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

SNW, Deputy

Record ID: 3808424

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

RESOLUTION #22-184

**RESOLUTION APPROVING RELEASE OF DEVELOPMENT AGREEMENT FOR
COR PARKVIEW ADDITION ON LOT 1 BLOCK 1 COR PARKVIEW ADDITION**

WHEREAS, on September 22, 2015, the City entered into a Development Agreement for required improvements and obligations for COR Parkview Addition; and

WHEREAS, all required improvements and obligations of said Agreement have been satisfied.

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

- 1) That the Ramsey City Council hereby grants the release of the Development Agreement for COR Parkview Addition to Lot 1 Block 1 COR Parkview Addition.

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 23rd day of August, 2022.

Mayor

ATTEST:

City Clerk

RELEASE OF DEVELOPMENT AGREEMENT

Dated: August 23, 2022

FOR VALUABLE CONSIDERATION, the real property in Anoka County, Minnesota legally described as follows:

Lot 1 Block 1 COR Parkview Addition, Anoka County, Minnesota IS hereby released from the Development Agreement for COR Parkview Addition in favor of the City of Ramsey, dated September 22, 2015 and filed as Document Number 3808424.

City Seal:

CITY OF RAMSEY

Mayor

City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____ day of _____, 2022, before me, a Notary Public, personally appeared Mark E. Kuzma and Katie Schmidt, to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Clerk of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said Municipal Corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council and said Sarah Strommen and JoAnn M. Thieling acknowledge said instrument to be the free act and deed of said Municipal Corporation.

Notary Public

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

Meeting Date: 08/23/2022

By: Sean Sullivan, Community Development

Information

Title:

Adopt Resolution #22-186 Approving Purchase Agreement and Right of Re-Entry Agreement for Part of Outlot C, Affinity at the COR; Case of COR Trust Bank (Portions may be closed to the public)

Purpose/Background:

The City Council may choose to go into closed session pursuant to Minnesota Statutes section 13D.05, subdivision 3(c)(3) to consider offers or counteroffers for the purchase or sale of real or personal property. If the City Council chooses to enter into to closed session the statute and reason above needs to be referenced along with legal description (Part of Outlot C, Affinity at the COR) and the Anoka County Tax ID number 28-32-25-24-0017.

The City of Ramsey and JB Vang (Broker for COR Trust Bank) have been in discussions to develop a bank in the COR. Staff has received a preliminary sketch identifying the location of the proposed bank and generic site layout. Staff has reviewed the proposed layout and has requested more detailed information relating to building size, materials and some preliminary building elevations. Staff is generally acceptable to the site plan and has conveyed the requirements of the COR and building height along Sunwood Drive to the Developer. The Buyer has requested that the City give site control through execution of a Purchase Agreement so it can start "spending money" on building design, site engineering and project costs to better define the project.

The Planning Commission will still need to review the formal site plan to ensure the layout is consistent with COR zoning and code. The time periods, and extensions outlined in the term sheet and PA are consistent with recent PA templates aside from the requirement for a Certificate of Occupancy being 16 months rather than the usual 12. The change is due to the longer timeframes the construction industry is seeing for obtaining building materials.

Notification:

Notification is not required.

Observations/Alternatives:

Observations: The proposed site will be +/- 1.5 acres upon completion of the Final Plat. Based on a proposed building size of 3-5000 SF, Staff believes that the site acreage may ultimately be reduced when a site plan is completed. The purchase price is \$392,040 (\$6.00 / SF). This price per/SF is within the approved "deal range". A copy of the very preliminary site concept plan is attached as well as some preliminary building renderings. This was a city generated lead for a city listed city parcel so CBRE and JB Vang will each receive 3% commission.

The following items are worth highlighting:

Earnest Money	\$10,000, Nonrefundable after a Notice to Proceed has been given by the Buyer.
Inspection Period	180 days from Effective Date (Date City Council Approves) (city requires plat/ site plan approval before sale).
Closing	Within 30 days of Notice to Proceed.
Extensions	Developer will deposit \$10,000 in escrow for each 60 day extension (2 extensions allowed) Once extensions are made the money becomes non-refundable.

Performance

City to require construction of a minimum 3-5000 SF building and obtain a Certificate of Occupancy **16 months** after Closing. If this is not done, the City may exercise the Right of Re-Entry Agreement.

Alternatives:

1. Adopt Resolution #22-186 Approving Purchase Agreement and Right of Re-Entry Agreement for Part of Outlot C, Affinity at the COR as presented.; subject to City Attorney Review
2. Adopt Resolution #22-186 Approving Purchase Agreement and Right of Re-Entry Agreement for Part of Outlot C, Affinity at the COR with changes; subject to City Attorney Review
3. Something else.

Funding Source:

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

Recommendation:

The EDA met on August 11, 2022 and unanimously recommended that the City Council approve the attached Purchase Agreement and Right of Re-Entry Agreement as presented, subject to City Attorney review.

As noted above. Planning Commission has yet to review this site concept so this will be handled during the site plan application process and is likely to change.

Action:

Motion to Adopt Resolution #22-186 Approving Purchase Agreement and Right of Re-Entry Agreement for Part of Outlot C, Affinity at the COR, subject to City Attorney review.

Attachments

Site Location Map

ACTION - Resolution #22-186

ACTION - PA COR Trust

ACTION - RORE COR Trust

Draft Building Elevations

Term Sheet - COR Trust

REFERENCE - Excerpt EDA Min 8.11.22

Form Review

Inbox

Sean Sullivan (Originator)
Brian Hagen
Sean Sullivan (Originator)
Brian Hagen
Form Started By: Sean Sullivan
Final Approval Date: 08/18/2022

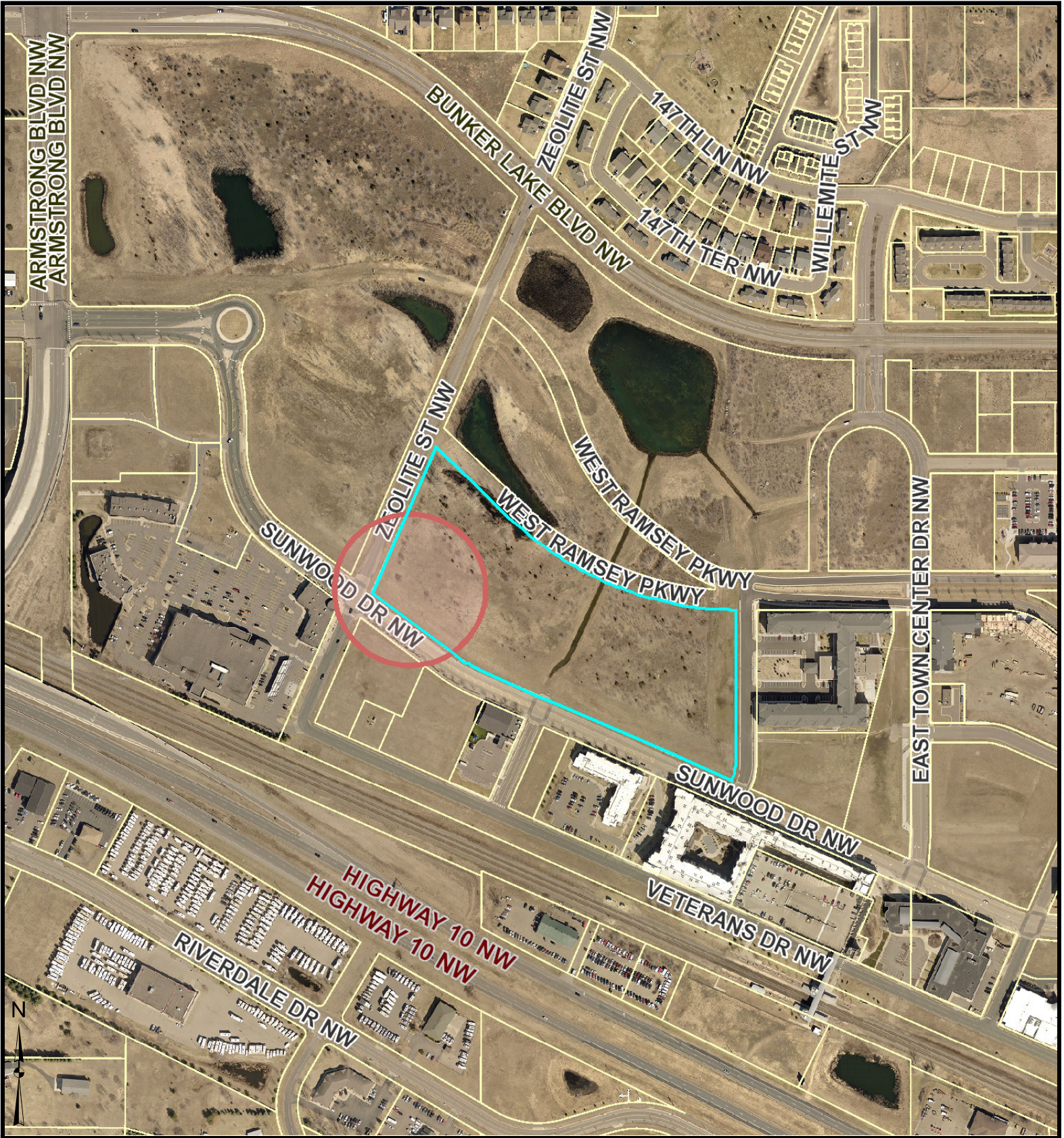
Reviewed By

Sean Sullivan
Sean Sullivan
Sean Sullivan
Brian Hagen

Date

08/15/2022 10:02 AM
08/17/2022 04:00 PM
08/17/2022 04:04 PM
08/18/2022 02:17 PM
Started On: 08/11/2022 02:22 PM

COR Trust Bank Site



Parcel Information:

28-32-25-24-0017

Approx. Acres: 11.72

Commissioner: MATT LOOK

RAMSEY
MN 55303

Plat: AFFINITY AT THE COR

Owner Information:

RAMSEY CITY OF
7550 SUNWOOD DRIVE
RAMSEY
MN
55303



Sean Sullivan

1:4,800

Date: 8/3/2022

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 #22-186

RESOLUTION APPROVING PURCHASE AGREEMENT FOR PART OF OUTLOT C, AFFINITY AT THE COR

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

WHEREAS, the City negotiated the terms of Purchase Agreement for the sale of the parcel legally described on **Exhibit A** (“the Property”), with COR TRUST BANK, N.A., a South Dakota Corporation (the “Buyer”); and

WHEREAS, the City and Buyer have negotiated a Purchase Price of \$392,040 (\$6.00 per square foot) on +/- 1.5 acres (65,340 square feet) subject to 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 recommends the sale and development of the Property to COR TRUST BANK, N.A., a South Dakota Corporation; and

WHEREAS, Proof of being in Good Standing for COR TRUST BANK, N.A., a South Dakota Corporation will be required prior to sale of Property to Buyer.

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 COR TRUST BANK, N.A., a South Dakota Corporation for \$392,040 (\$6.00 per square foot) on +/- 1.5 acres (65,340 square feet) subject to Final Plat for the Property for the development of a minimum 3-5000 square foot bank/office.
- 3) That the City authorizes execution of the Purchase Agreement and 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 23rd day of August, 2022.

Mayor

ATTEST:

City Clerk

**EXHIBIT A
DEVELOPMENT PROPERTY**

Part of Outlot C, Affinity At The COR, to be platted as:

T.B.D. Anoka County, Minnesota

PID Number: Portion of 28-32-25-24-0017 (“Property”)

PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **COR TRUST BANK, N.A.**, a South Dakota Corporation (“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 _____ (the “Effective Date”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller approximately 1.5 acres (65,340 SF) of vacant land, legally described as follows:
Part of Outlot C, Affinity At The COR, to be platted as:
T.B.D. Anoka County, Minnesota
PID Number: Portion of 28-32-25-24-0017 (“Property”)
3. **PURCHASE PRICE.** The purchase price for the Property is \$6.00 / Square foot or \$392,040 as depicted on attached Exhibit and subject to square footage of plat (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 Land 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.
 - a. 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.
 - b. 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 a 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items: 1, 2, 3, 4, 5, 7a, 8, 11, and 14 of Table A thereof for the underlying legal (the “Survey”) from a duly licensed surveyor dated March 5, 2018. 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.
- g. 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 **(INSERT date 180 Days after Effective Date)** (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: bhagen@cityoframsey.com

Buyer: CorTrust Bank, N.A.
 Mr. Dean Suchy, Market President
 1300 Babcock Blvd East
 Delano, MN 55328
 Email: dsuchy@cortrustbank.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. ("Seller's Broker") and JB Vang ("Buyer's Broker"). Seller shall pay Seller's Broker as required by their agreement 3% of final gross sale price. Seller shall pay Buyer's Broker 3% of final gross sales 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 16 months from the Closing Date Buyer shall construct and obtain a certificate of occupancy from the City of Ramsey for a 3,000 - 5,000 SF building 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.
- 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: _____, 2022

By: _____
Brian Hagen, City Administrator

Dated: _____, 2022

BUYER: CorTrust Bank, N.A.

By: 

Dean Suchy, Market President

Dated: 7.22, 2022

Exhibit A

Legal Description

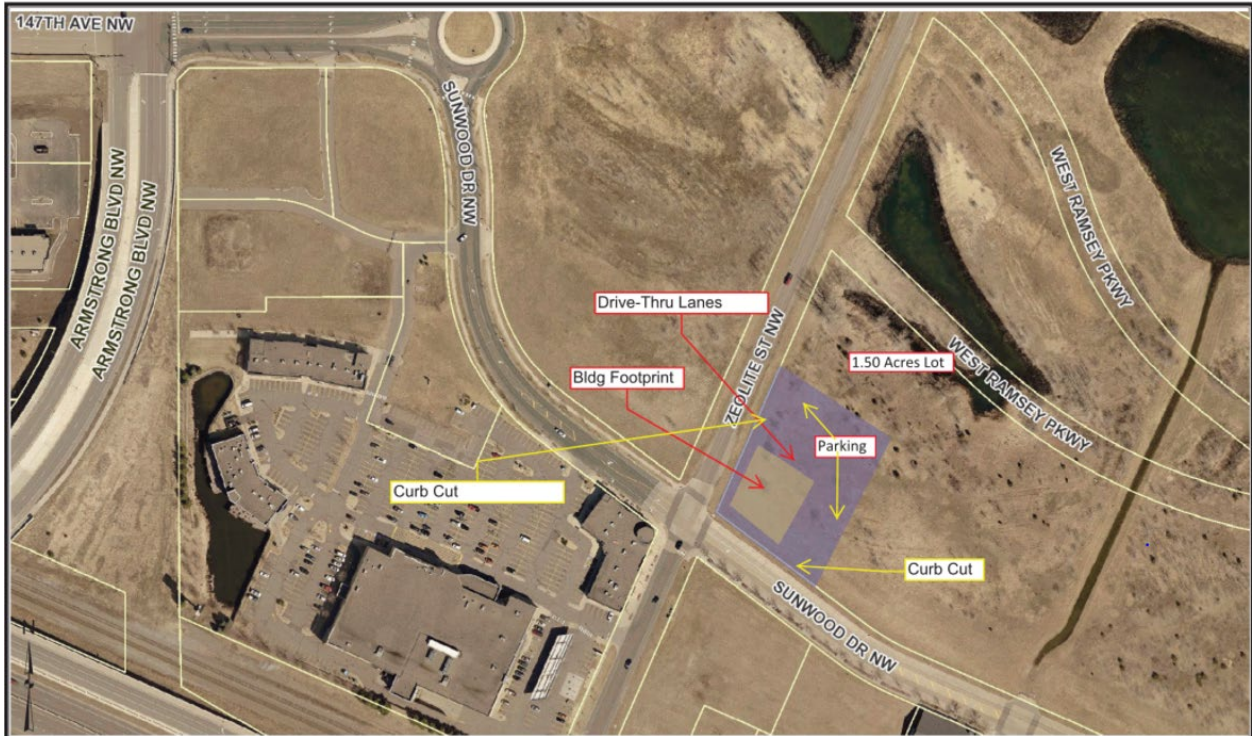
Part of Outlot C, Affinity At The COR, to be platted as:

T.B.D. Anoka County, Minnesota

PID Number: Portion of 28-32-25-24-0017 (“Property”)
approximately 1.5 acres (65,340 SF)

Exhibit B

Sunwood-Zeolite



[Reserved for Recording Data]

RIGHT OF RE-ENTRY AGREEMENT

This Right of Re-entry Agreement is entered into on _____, 2022, by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **COR Trust Bank, N.A.**, a South Dakota Corporation (“Buyer”).

Recitals

A. On _____, 2022, Seller conveyed title of the following Property to Buyer:

Part of Outlot C, Affinity At The COR, to be platted as:
T.B.D. Anoka County, Minnesota

PID Number: Portion of 28-32-25-24-0017 (“Property”)

B. Title to the Property was conveyed subject to Buyer fulfilling certain Conditions as set forth below.

C. As indicated in the Purchase Agreement between the City of Ramsey and **COR Trust Bank, N.A.**, with an Effective Date of _____, Section 28, it is the intent of the parties to create and set forth a right to impose a penalty or a right of re-entry in favor of Seller in the event Buyer fails to satisfy the Conditions.

Agreement

1. The recitals are incorporated herein as if fully set forth.
2. Seller shall have the right, but not the obligation, to either impose a penalty against the Property pursuant to Paragraph 3, or to re-enter and take possession of the

Property pursuant to Paragraph 4, in the event that any of the following Conditions are not satisfied by Buyer:

- a. Buyer must obtain a certificate of occupancy from the City of Ramsey, for the project described below by Insert Date 16 months from Closing date.

Project Description:

- i. **COR Trust Bank** Site Plan, approved by the City of Ramsey on _____ by Resolution # _____.
 - ii. Development Agreement for **COR Trust Bank**, approved by the City of Ramsey on _____ by Resolution # _____.
3. Seller may impose a penalty of \$50,000.00 against the Property if the certificate of occupancy is not obtained, for the construction of a minimum INSERT APPROVED SF from Site Plan square foot retail building, pursuant to the deadline set forth above. The penalty is due upon written notice to Buyer from Seller of the failure to satisfy a contingency. In the event the penalty is not paid within 30 days of receipt of the notice, Seller may, but is not required to, certify the penalty to Anoka County as an assessment against the Property. Buyer waives any and all rights under Minnesota Statutes, chapter 429, and any other applicable law, including any right to notice of hearing and hearing, the right to object, and the right to appeal the assessment. Buyer further waives any requirements of the City Charter that may apply to said assessment.
4. As an alternative to imposition of a financial penalty and not in addition thereto, Seller may re-enter and take physical possession of the Property. Title to the Property shall be restored in Seller, and Buyer shall execute whatever documents and undertake whatever steps are necessary to establish and confirm Seller's fee simple interest in the Property free of any claims or encumbrances, including mechanic's liens.
5. This document constitutes the entire Right of Re-entry Agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

CITY OF RAMSEY

By: _____
Mark E. Kuzma, Mayor

By: _____
Brian Hagen, City Administrator

This instrument was acknowledged before me on _____, 2022,
by Mark E. Kuzma and Brian Hagen as Mayor and City Administrator, respectively, of
the City of Ramsey, Minnesota.

Notary Public

COR Trust Bank, N.A. a South Dakota Corporation.

By: _____
Dean Suchy, Manager

This instrument was acknowledged before me on _____, 2022, by
Dean Suchy, Market President of **COR Trust Bank, N.A.**, a corporation under the laws
of South Dakota, on behalf of the South Dakota Corporation.

Notary Public

This instrument drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303
763-433-9868



1 WEST



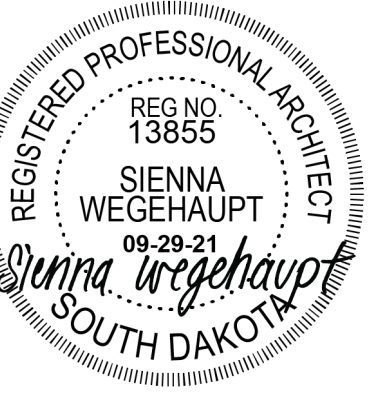
3 EAST



2 SOUTH WEST



4 AERIAL



CorTrust Bank - 77th & Cliff
7135 S. SANTA ROSA COURT
SIOUX FALLS, SD

3D EXTERIOR

Revision Schedule

No.	Description	Date

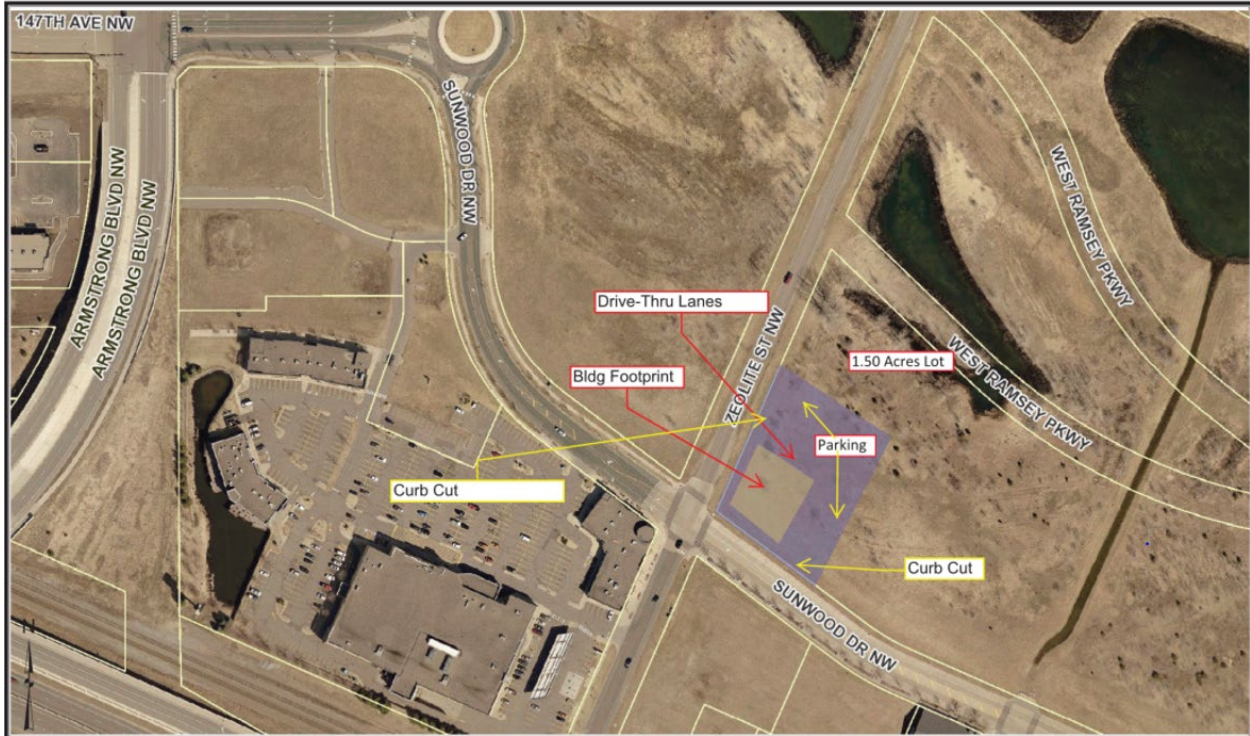
Drawn By: SW
Checked By: SW
Date: 09/29/2021

TERM SHEET FOR COR TRUST BANK, N.A – Part of Parcel 48A – 8/2/22

Real Estate	Tax ID Number: Portion of 28-32-25-24-0017. Part of Outlot C, Affinity at the COR (Part of Parcel 48A)
Acreage	Approximately + / - 1.5 acres or (65,340 SF) Subject to Final Plat
Asking Price	\$392,040 (\$6.00 / SF) (SF Subject to change based on approved Plat)
Offer Price	\$392,040 (\$6.00 / SF) (SF Subject to change based on approved Plat)
Earnest Money	\$10,000. Non-refundable upon Notice to Proceed being executed.
Inspection Period	180 days from the later of Effective Date (Date City Council approves) or a fully executed PA is delivered to buyer (city requires plat/ site plan approval before sale)
Closing	Within 30 days of Notice to Proceed.
Commission	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. The City will Pay 3% of gross sales price to Buyer's Broker
Extensions to Close	Developer will deposit \$10,000.00 in escrow for each 60-day extension (2 extensions allowed) Once extensions are made the money becomes non-refundable.
City take care of	Provide existing ALTA Survey and updated Title Work. The Developer will contract to plat the property as part of the site plan process.
Performance	City to require construction of commercial/retail buildings compliant with COR Zoning requirements and obtain a Certificate of Occupancy 16 months after Closing. The Developer will enter into a Right of Re-Entry Agreement with minimum building square footage requirements of 3-5,000 SF. The City may exercise the Right of Re-Entry if performance requirement is not met.
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 (Staff To Be Determined): Land Use, Development Agreement, Site Plan, Plat City Council: Final Approval on both item

Exhibit A: Proposed Site Plan

Sunwood-Zeolite



**ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, August 11, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Michael Olson
 Member Chelsee Howell (remote)
 Member Rachal Johnson
 Member William MacLennan
 Member Chris Riley
 Member Shanna Stewart

Members Absent: Member Scott Wiyninger

Also Present: Sean Sullivan, Economic Development Manager

1. CALL TO ORDER

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

4.02: Consider Purchase Agreement for Part of Outlot C, Affinity at COR; Case of COR Trust Bank (Portions may be closed to the public)

Economic Development Manager Sullivan presented the staff report.

Kou Vang, applicant, stated that COR Trust Bank has been around since the 1920s and is located out of Sioux Falls, South Dakota. He stated that this location would replace a location a bit south of Ramsey. He stated that they are looking for a building and that the size is not yet fully set. He stated that the demographics and market studies push towards a larger building, estimating 3,000 to 5,000 square feet. He noted that they would be replicating the design and building materials of a recently completed bank in South Dakota, only with a larger footprint.

Member Stewart recalled that there had been talk of a need for fill in that location and asked whose expense that would be.

Economic Development Manager Sullivan replied that this area is south of parcel 46 and if there is dirt needed for the site, it would be minimal and at the expense of the developer. He stated that staff is currently working with Bolton and Menk to review the COR as a whole to develop a plan to prepare sites for development.

Member MacLennan asked the reason the bank would be moving from its current location.

Mr. Vang replied that the current location is leased, and that lease is going to expire. He stated that the bank would like to be in an owned location like all other branches.

Member Stewart stated that the bank is called COR as is the downtown Ramsey area. She asked how people would differentiate that the bank does not have a relationship to the City.

Economic Development Manager Sullivan commented that it is quite unique to have a bank called COR Trust in Ramsey. He noted that the decision would be of the bank as to whether they are comfortable with that.

Member MacLennan asked if the City is looking to change the name of the COR.

Economic Development Manager Sullivan replied that there have been some conversations about rebranding, but there is no action in that process, and it would be an expensive endeavor.

Motion by Member Stewart, seconded by Member Johnson, to recommend to City Council to approve the Purchase Agreement and Right of Re-Entry Agreement for Purchase Agreement for Part of Outlot C, Affinity at COR, subject to City Attorney review.

Further discussion: Member Riley commented that if the EDA had input on the price and terms that could be discussed in closed session but did not presume that should be discussed as the price is within the deal range and will also be discussed by the City Council. Chairperson Olson confirmed that the EDA was not interested in pursuing that discussion and felt comfortable with the price as presented. Economic Development Manager Sullivan stated that annually the EDA works with CBRE and City Council to develop the deal range for staff to work within and this price fits within that range, towards the top.

A roll call vote was performed:

Member Howell	aye
Member Riley	aye
Chairperson Olson	aye
Member Johnson	aye
Member MacLennan	aye
Member Stewart	aye

Motion carried.

6. ADJOURNMENT

Motion by Member MacLennan, seconded by Member Johnson, to adjourn the meeting.

A roll call vote was performed:

Member Stewart aye
Member MacLennan aye
Member Johnson aye
Chairperson Olson aye
Member Riley aye
Member Howell aye

Motion carried.

The regular meeting of the Economic Development Authority adjourned at 8:25 a.m.

Respectfully submitted,

Sean Sullivan
Economic Development Manager

ATTEST:

Wendy Schlueter
Economic Development Administrative Assistant

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

Meeting Date: 08/23/2022

By: Sean Sullivan, Community Development

Information

Title:

Adopt Resolution #22-187 Approving Amendment to Right of Re-Entry Agreement and Authorizing Sale of Lots 1 and 3, Block 1, Riverside West Rearrangement; Case of Reliable Holdings LLC (Portions may be closed to the public)

Purpose/Background:

The City Council may choose to go into closed session pursuant to Minnesota Statutes section 13D.05, subdivision 3(c)(3) to consider offers or counteroffers for the purchase or sale of real or personal property. If the City Council chooses to enter into to closed session the statute and reason above needs to be referenced along with legal description (Lots 1 and 3, Block 1, Riverside West Rearrangement) and the Anoka County Tax ID number is 34-32-25-13-0005 (prior to the new plat).

The City of Ramsey and Blue Line Collision (Reliable Holdings, LLC) have been in discussions over the past 3 years regarding the future of their company in Ramsey. We have reviewed renovation and redevelopment options on his site and other future locations. Staff is excited at the possibility of helping an existing Ramsey business to grow in our community. Blue Line Collision proposes to purchase 6710 Hwy 10 NW (former Bookstore site) and to construct a new 12,320 square foot autobody repair center. The offer for the platted 1.46 acre site is \$200,000 (\$3.12/SF) and the City has accepted the offer. The City and Blue Line Collision have entered into a Purchase Agreement and a "Notice to Proceed" has been provided by the Buyer to expedite the closing on the land. Blue Line has submitted a formal site plan Application to be acted upon by the Planning Commission and City Council in August. The Buyer is asking the City to close on the land prior to Site Plan approval so he can lock in construction financing during this volatile rate environment.

Notification:

Notification is not required.

Observations/Alternatives:

Observations: The proposed site is 1.46 acres, as confirmed by the newly filed West Riverside Rearrangement plat of record. The purchase price is \$200,000 (\$3.12 / SF). This price is within the approved "deal range". A copy of the submitted site plan is attached. This was a city generated lead for a city listed city parcel. There is no commission for this transaction.

The following items are worth highlighting:

Earnest Money	\$20,000, Nonrefundable after a Notice to Proceed has been given by the Buyer.
Inspection Period	180 days from Effective Date (Date City Council Approves) (city requires plat/ site plan approval before sale).
Closing	Within 30 days of Notice to Proceed.
Extensions	Developer will deposit \$10,000 in escrow for each 60 day extension (2 extensions allowed) Once extensions are made the money becomes non-refundable.

Performance

City to require construction of a minimum 10,000 SF building and obtain a Certificate of Occupancy **16 months** after Closing. If this is not done, the City may exercise the Right of Re-Entry.

Request to Close on Land Prior to Site Plan Approval

The request to close on the land prior to site plan approval is atypical and risky for the Buyer. The Buyer will not have City approvals prior to the land closing. The City will still require Blue Line Collision to enter into a Right of Re-Entry Agreement and have it filed as part of the land closing. This agreement will ensure the City that the development project is completed to the City's satisfaction within 16 months after closing. In the event that the Buyer does not perform, the City has the right to take back the land at no cost to the City and retain the land transaction proceeds or impose a special assessment of \$50,000. The amendment to the Right of Re-entry Agreement replaces the typical reference to formal site plan approval and the development permit and replaces it with the submitted site plan project description subject to satisfactory City approval. City Attorney Knaak has reviewed the amended Right of Re-entry Agreement and has confirmed that it provided the same protections for the City as the original version.

Alternatives:

1. Adopt Resolution #22-187 Approving Amendment to Right of Re-Entry Agreement and Authorizing Sale of Lots 1 and 3, Block 1, Riverside West Rearrangement (as presented); subject to City Attorney review.
2. Adopt Resolution #22-187 Approving Amendment to Right of Re-Entry Agreement and Authorizing Sale of Lots 1 and 3, Block 1, Riverside West Rearrangement (with changes); subject to City Attorney review.
3. Something else.

Funding Source:

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

Recommendation:

The EDA met on August 11, 2022 and unanimously voted to make a recommendation to the City Council to approve the attached Amended form of Right of Re-Entry Agreement as presented, subject to City Attorney review.

As noted above. Planning Commission has yet to review this site concept. This will be handled during the site plan application process and the plan could be modified.

Action:

Motion to Adopt Resolution #22-187 Approving Amendment to Right of Re-Entry Agreement and Authorizing Sale of Lots 1 and 3, Block 1, Riverside West Rearrangement (as presented); subject to City Attorney review.

Attachments

[Site Location Map - Parcel 40](#)

[ACTION - Resolution #22-187](#)

[ACTION - Revised Right of Re-Entry Agreement](#)

[Revised Site Plan and Elevations](#)

[REFERENCE - Executed Purchase Agreement](#)

[REFERENCE - Excerpt from Draft EDA Minutes 8.11.22](#)

Form Review

Inbox

Sean Sullivan (Originator)

Brian Hagen

Form Started By: Sean Sullivan

Reviewed By

Sean Sullivan

Brian Hagen

Date

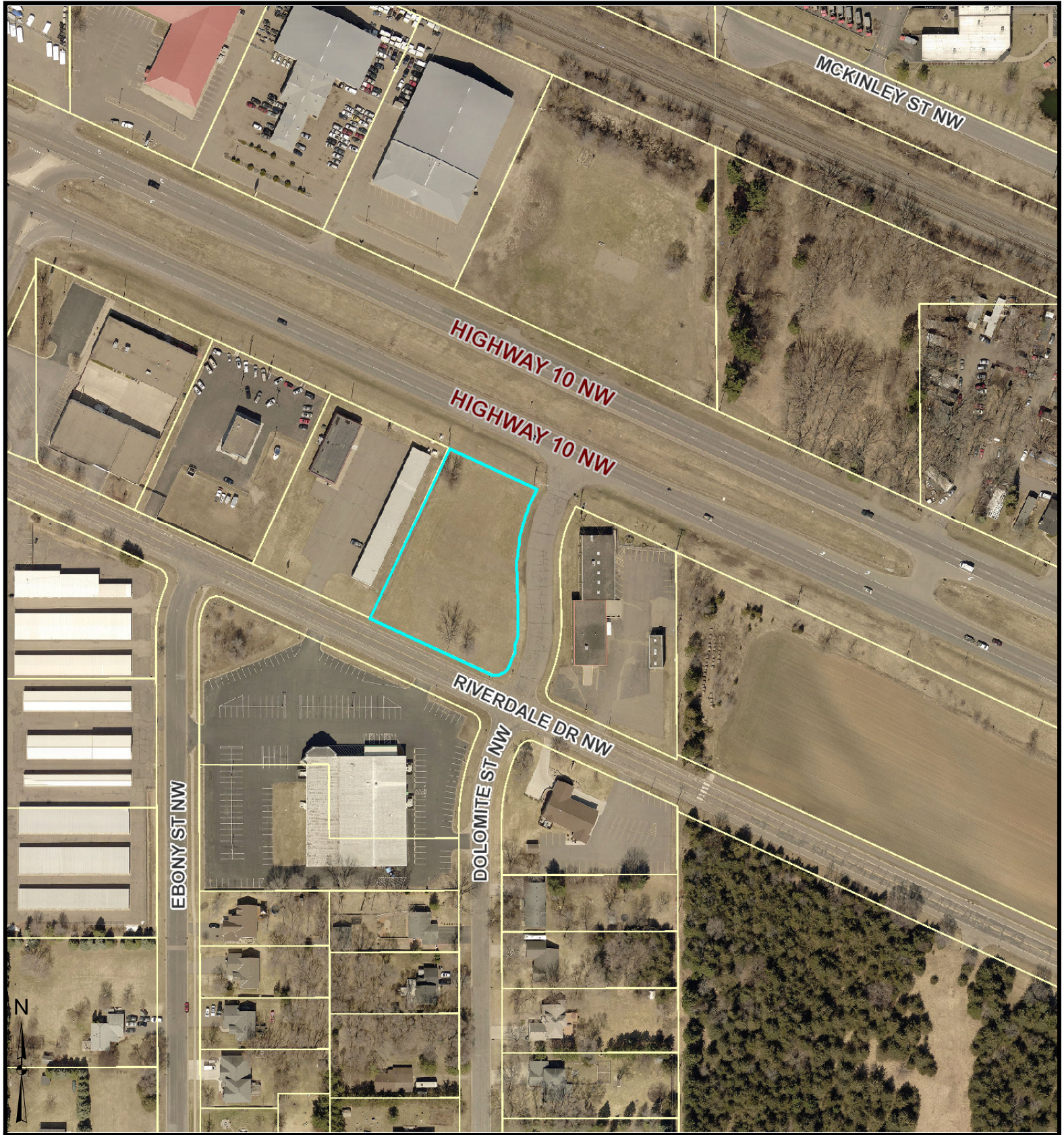
08/15/2022 09:20 AM

08/18/2022 02:18 PM

Started On: 08/11/2022 02:24 PM

Final Approval Date: 08/18/2022

Site Location Map - Parcel 40



Parcel Information: Approx. Acres: 1.23
34-32-25-13-0005 Commissioner: MATT LOOK
6710 HIGHWAY 10 NW
RAMSEY
MN 55303
Plat: RIVERSIDE WEST

Owner Information:



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

RESOLUTION #22-187

RESOLUTION APPROVING AMENDMENT TO RIGHT OF RE-ENTRY AGREEMENT AND AUTHORIZING THE SALE OF LOTS 1 AND 3, BLOCK 1, RIVERSIDE WEST REARRANGEMENT

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

WHEREAS, the City negotiated the terms of Purchase Agreement and Right of Re-Entry Agreement for the sale of the parcel legally described on Exhibit A (“the Property”), with Reliable Holdings, LLC, a Minnesota Limited Liability Company (the “Developer”) and adopted Resolution #22-042 authorizing execution of both documents; and

WHEREAS, the City and Developer agreed to a Purchase Price of \$200,000 (\$3.12 per square foot) on +/- 1.46 acres (63,971 square feet) subject to Final Plat filing of Riverside West Rearrangement for the Property referenced in the Purchase Agreement; and

WHEREAS, the Property has been final platted and the legal description of the land to be sold to the Buyer is now legally described as Lots 1 and 3, Block 1, Riverside West Rearrangement; and

WHEREAS, the legal description on the Right of Re-Entry Agreement needs to be amended to Lots 1 and 3, Block 1, Riverside West Rearrangement in order to be filed in the Office of the Registrar of Titles; and

WHEREAS, the City hereby declares the Property legally described as Lots 1 and 3, Block 1, Riverside West Rearrangement 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 recommends the modifications to the legal description and project description to the Right of Re-Entry Agreement and the sale and development of the Property to Reliable Holdings, LLC; and

WHEREAS, Reliable Holdings, LLC is a company that is active and in good standing as documented in the Office of the Minnesota Secretary of State as of August 12, 2022; 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 legally described as Lots 1 and 3, Block 1, Riverside West Rearrangement to be surplus City-owned land, and authorizes the property to be sold.
- 2) That the City hereby authorizes the sale of the Property legally described as Lots 1 and 3, Block 1, Riverside West Rearrangement to Reliable Holdings, LLC, a Minnesota Limited Liability Company for \$200,000 (\$3.12 per square foot) on +/- 1.46 acres (63,971 square feet) for the development of a minimum 10,000 square foot office/warehouse building.
- 3) That the City authorizes execution of the amended 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 23rd day of August, 2022.

Mayor

ATTEST:

City Clerk

**EXHIBIT A
DEVELOPMENT PROPERTY**

Lots 1 and 3, Block 1, Riverside West Rearrangement

[Reserved for Recording Data]

RIGHT OF RE-ENTRY AGREEMENT

This Right of Re-entry Agreement is entered into on _____, 2022, by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Reliable Holdings, LLC**, a Minnesota Limited Liability Company (“Buyer”).

Recitals

- A. On _____, 2022, Seller conveyed title of the following Property to Buyer:
- Lots 1 and 3, Block 1, Riverside West Rearrangement, Anoka County, Minnesota
- B. Title to the Property was conveyed subject to Buyer fulfilling certain Conditions as set forth below.
- C. As indicated in the Purchase Agreement between the City of Ramsey and **Reliable Holdings, LLC**, with an Effective Date of **February 23, 2022**, Section 28, it is the intent of the parties to create and set forth a right to impose a penalty or a right of re-entry in favor of Seller in the event Buyer fails to satisfy the Conditions.

Agreement

1. The recitals are incorporated herein as if fully set forth.
2. Seller shall have the right, but not the obligation, to either impose a penalty against the Property pursuant to Paragraph 3, or to re-enter and take possession of the Property pursuant to Paragraph 4, in the event that any of the following Conditions are not satisfied by Buyer:

- a. Buyer must obtain a certificate of occupancy from the City of Ramsey, for the project described below by January 31, 2024.

Project Description:

- i. **Reliable Holdings, LLC** Site Plan and Building Elevations, submitted to the City dated July 8, 2022 attached as Exhibit A and Exhibit B; subject to City of Ramsey approval.
3. Seller may impose a penalty of \$50,000.00 against the Property if the certificate of occupancy is not obtained, for the construction of a minimum 10,000 square foot building, pursuant to the deadline set forth above. The penalty is due upon written notice to Buyer from Seller of the failure to satisfy a contingency. In the event the penalty is not paid within 30 days of receipt of the notice, Seller may, but is not required to, certify the penalty to Anoka County as an assessment against the Property. Buyer waives any and all rights under Minnesota Statutes, chapter 429, and any other applicable law, including any right to notice of hearing and hearing, the right to object, and the right to appeal the assessment. Buyer further waives any requirements of the City Charter that may apply to said assessment.
 4. As an alternative to imposition of a financial penalty and not in addition thereto, Seller may re-enter and take physical possession of the Property. Title to the Property shall be restored in Seller, and Buyer shall execute whatever documents and undertake whatever steps are necessary to establish and confirm Seller's fee simple interest in the Property free of any claims or encumbrances, including mechanic's liens.
 5. This document constitutes the entire Right of Re-entry Agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

CITY OF RAMSEY

By: _____
Mark E. Kuzma, Mayor

By: _____
Brian Hagen, City Administrator

This instrument was acknowledged before me on _____, 2022,
by Mark E. Kuzma and Brian Hagen as Mayor and City Administrator, respectively, of
the City of Ramsey, Minnesota.

Notary Public

RELIABLE HOLDINGS, LLC

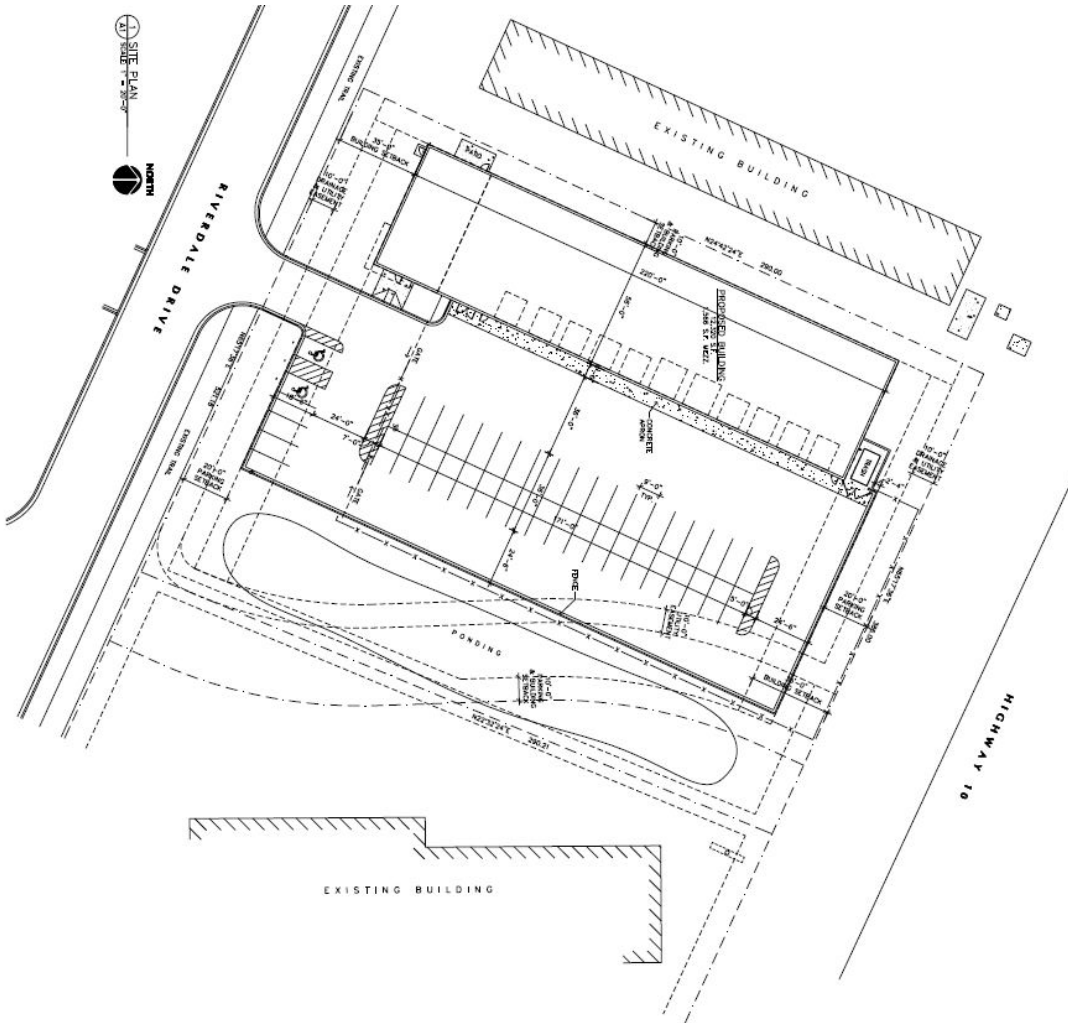
By: _____
Robert L. Twedt, President

This instrument was acknowledged before me on _____, 2022, by Robert L. Twedt, Chief Manager of Reliable Holdings, LLC, a Minnesota limited liability company on behalf of the limited liability company.

Notary Public

This instrument drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303
763-433-9868

Exhibit A



LANPERS
ARCHITECTS
200 N. W. 10th St., Suite 200
Tulsa, Oklahoma 74103
Tel: 918.438.2222
Fax: 918.438.2223
www.lanpers.com

BLUE LINE COLLISION
Ramsey, Minnesota

Kinghorn
GENERAL CONTRACTORS
1000 W. 10th St., Suite 100
Tulsa, Oklahoma 74103
Tel: 918.438.2222
Fax: 918.438.2223
www.kinghorn.com

PROJECT DESCRIPTION:
REPAIR AND RECONSTRUCTION OF
EXISTING BUILDING AND
CONSTRUCTION OF NEW
BUILDING AND
PONDING.

**READY FOR
CONSTRUCTION**

DATE: 07/20/2011
DRAWN BY: J. L. LAMPERT
CHECKED BY: J. L. LAMPERT
PROJECT NO.: 111222-1

PROJECT NO. 111222-1

A1

SHEET NUMBER

Exhibit B



**LAMPETTI
ARCHITECTS**

300 North 1st Street
St. Paul, MN 55102
Tel: 612.222.1111
Fax: 612.222.1112
www.lampetti.com

**PREPARED FOR
CONSTRUCTION**

Kryghorn

GENERAL CONTRACTORS
1000 W. WASHINGTON
ST. PAUL, MN 55102
TEL: 612.222.1111
WWW.KRYGHORN.COM

BLUE LINE COLLISION
Ramsey, Minnesota

Project Name	Blue Line Collision
Project Location	1000 W. WASHINGTON ST. PAUL, MN 55102
Client	Metrolink
Contract No.	1000 W. WASHINGTON ST. PAUL, MN 55102
Revision	1000 W. WASHINGTON ST. PAUL, MN 55102
Date	1000 W. WASHINGTON ST. PAUL, MN 55102
Drawn By	1000 W. WASHINGTON ST. PAUL, MN 55102
Checked By	1000 W. WASHINGTON ST. PAUL, MN 55102
Approved By	1000 W. WASHINGTON ST. PAUL, MN 55102
Scale	1000 W. WASHINGTON ST. PAUL, MN 55102
Sheet Number	1000 W. WASHINGTON ST. PAUL, MN 55102

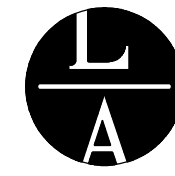
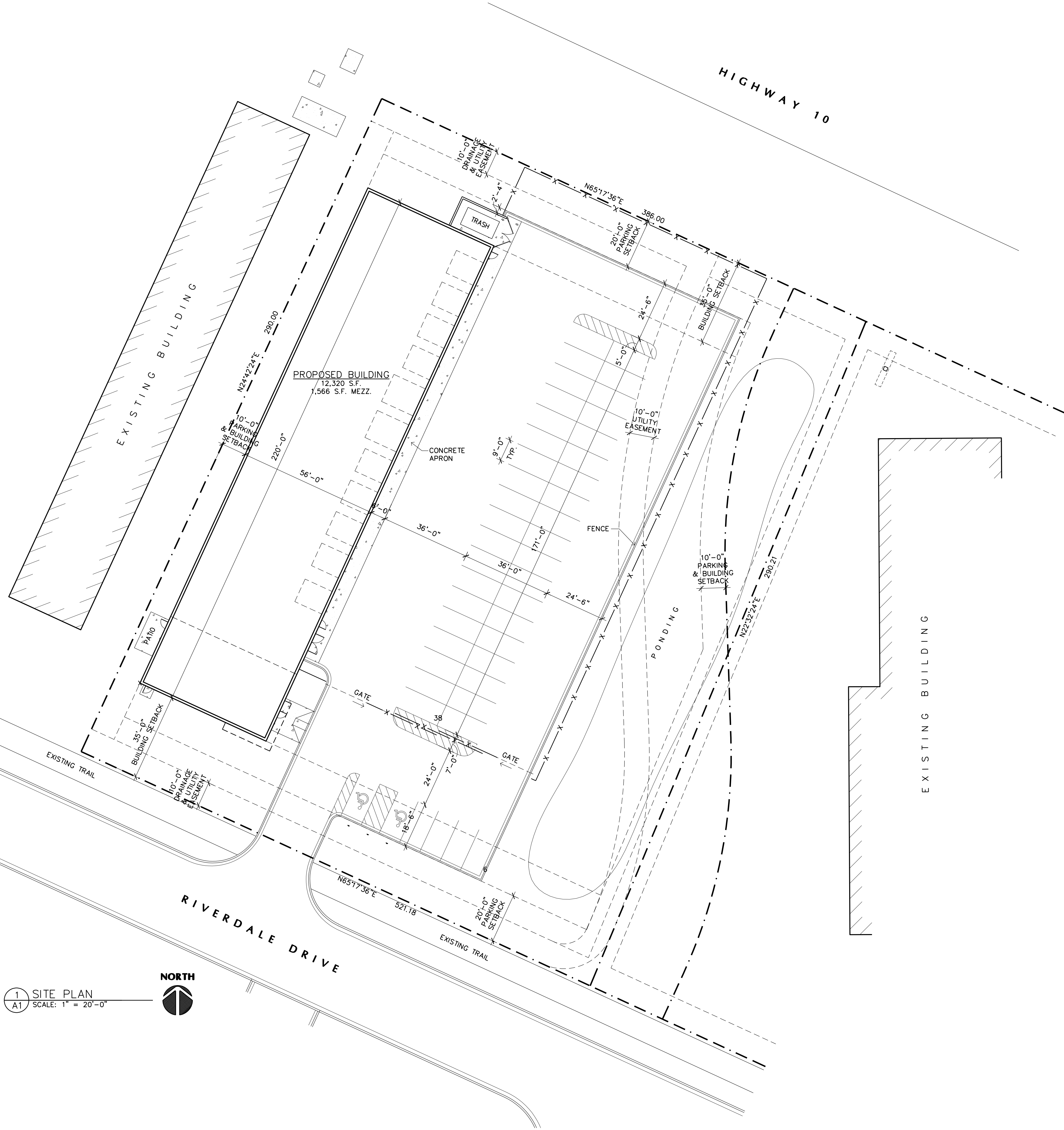
BUILDING ELEVATIONS

A3

Project No. 21122-1

Filename: Blue Line Collision\Blue Line Collision - A1.dwg

1 SITE PLAN
A1 SCALE: 1" = 20'-0"



LAMPERT ARCHITECTS

420 Summit Avenue
St. Paul, MN 55102
Phone: 763.755.1211 Fax: 763.757.2849
lampert@lampert-arch.com

ARCHITECT CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRELIMINARY
NOT FOR CONSTRUCTION



GENERAL CONTRACTORS
21830 Industrial Court
Rogers, MN 55374
Tel: 763-428-8088
Fax: 763-428-8090

BLUE LINE COLLISION
Ramsey, Minnesota

Copyright 2022
Leonard Lampert Architects Inc.

Project Designer: L. SCHMIDT

Drawn By: LLS

Checked By: LL

Revisions

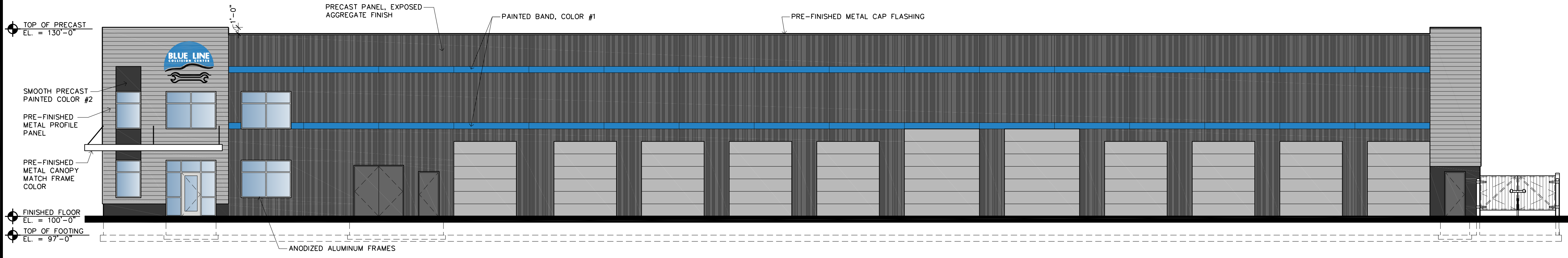
DATE	DESCRIPTION
7/8/22	PRELIMINARY

SITE PLAN

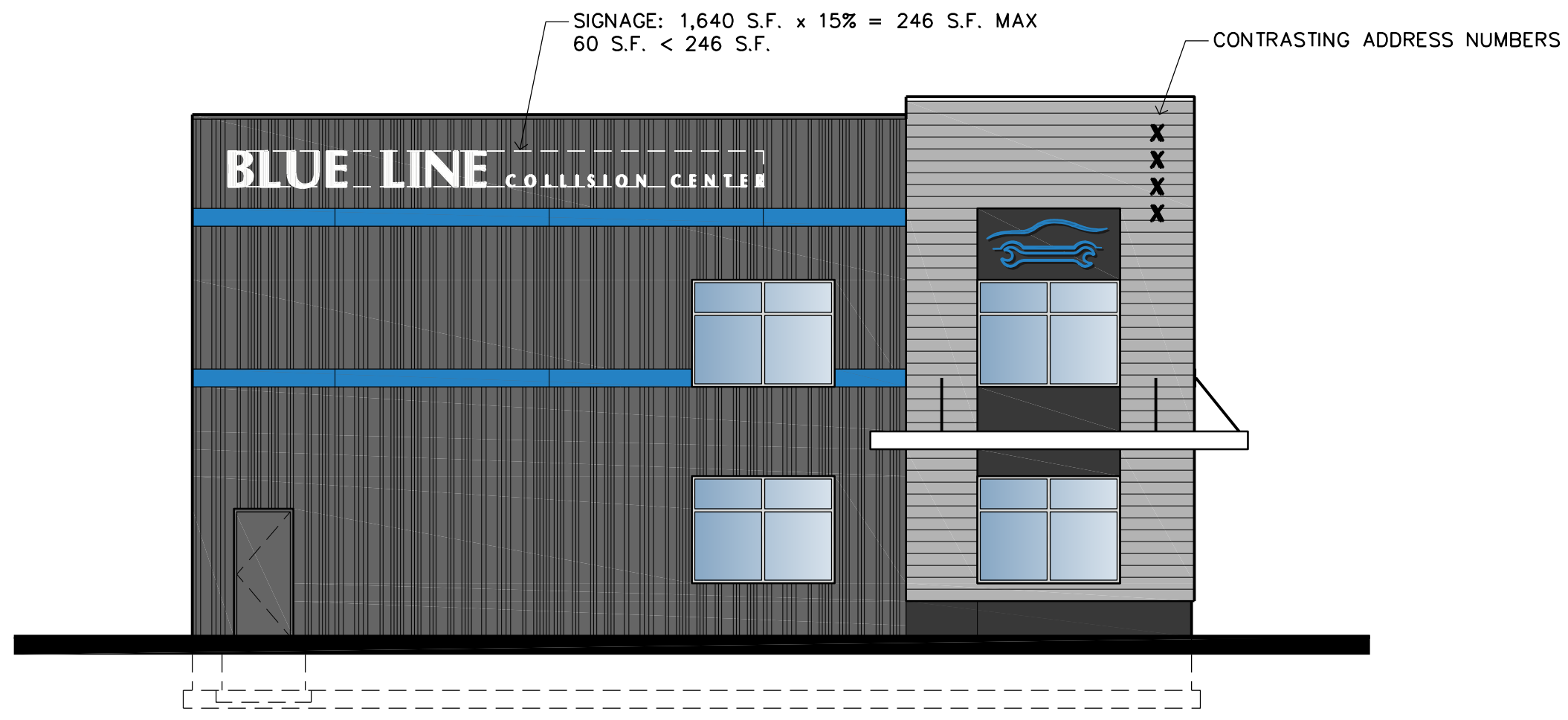
Sheet Number

A1

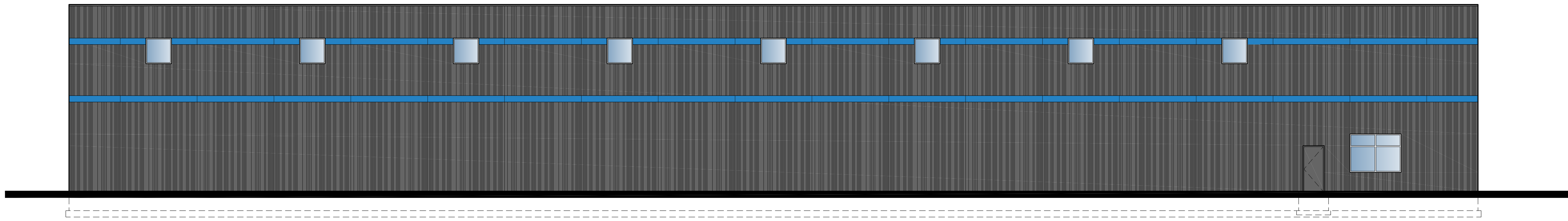
Project No. 211222-1



1 EAST ELEVATION
A3 SCALE: 1/8" = 1'-0"

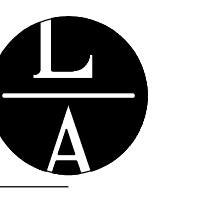


2 SOUTH ELEVATION
A3 SCALE: 1/8" = 1'-0"



3 NORTH ELEVATION
A3 SCALE: 1/8" = 1'-0"

4 WEST ELEVATION
A3 SCALE: 1/8" = 1'-0"



LAMPERT ARCHITECTS

420 Summit Avenue
St. Paul, MN 55102
Phone: 763.755.1211 Fax: 763.757.2849
lampert@lampert-arch.com

ARCHITECT CERTIFICATION:
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRELIMINARY
NOT FOR CONSTRUCTION

Kinghorn COMPANY
GENERAL CONTRACTORS

21830 Industrial Court
Rogers, MN 55374
Tel: 763-428-8088
Fax: 763-428-8090

BLUE LINE COLLISION
Ramsey, Minnesota

Copyright 2022
Leonard Lampert Architects Inc.
Project Designer: L. SCHMIDT
Drawn By: LLS
Checked By: LL

Revisions

7/8/22	PRELIMINARY

BUILDING ELEVATIONS

Sheet Number

A3

Project No. 211222-1

Filename: Blue Line Collision\Blue Line Collision - A3.dwg

PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Reliable Holdings, LLC**, 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 **February 23, 2022** (the “Effective Date”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller approximately 1.46 acres of vacant land, legally described as follows:

Lot 4, Block 1 Riverside West, Anoka County, Minnesota and a portion of Dolomite Street NW,

Anoka County PID Number: 34-32-25-13-0005

to be platted as:

Lot 1, Block 1, Riverside West Rearrangement (Subject to approval of Final Plat)

(“Property”)

3. **PURCHASE PRICE.** The purchase price for the Property is \$3.12 per square foot, including the easement area on +/- 1.46 acres (63,971 square feet) subject to approval of Final Plat (the “Purchase Price”).
4. **EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** Within five business days after the Effective Date, Buyer must deposit the sum of \$20,000.00 (the “Earnest Money”) with Registered Abstracters, Inc. (“Escrow Agent”), via wire transfer or delivery of a certified check payable to Escrow Agent.
 - a. 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.

- b. 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 to provide Draft Plat for Lot 1, Block 1, Riverside Rearrangement. Buyer at own expense may arrange to obtain an ALTA/NSPS 2016 survey (Table A, items 1-4 and 6, 8, and 11) for the Property (the "Survey")

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, then 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.

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 **August 31, 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

Buyer: Reliable Holdings, LLC
Robert L. Twedt
6260 Hwy 10 NW
Ramsey, MN 55303
Email: rob@bluelinecollision.net

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 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; and
- iii. 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; and
- ii. 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's own attorney's fees.
 3. One-half the cost of any closing fees.

4. The cost of real estate broker commission fees as prescribed in Section 14.
 5. 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. 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 from 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 12 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. Buyer shall obtain a certificate of occupancy from the City of Ramsey for the construction of a minimum 10,000 SF building as depicted on Exhibit B compliant with City Zoning requirements to be further defined by an approved Site Plan 16 months after closing. At Closing, a "Right of Re-Entry Agreement" must be executed and recorded to 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.

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 Site Plan Approval and Development Agreement, and approved 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.

SELLER: The City of Ramsey, a Minnesota municipal corporation


By: 
Mark E. Kuzma, Mayor

Dated: 2-28, 2022

By: 
Kurt Ulrich, City Administrator

Dated: 2/24, 2022

BUYER: Reliable Holdings, LLC

By: 
Robert L. Twedt, Chief Manager

Dated: 2/23/22, 2022

Exhibit A

Lot 4, Block 1 Riverside West, Anoka County, Minnesota and a portion of Dolomite Street NW,

Anoka County PID Number: 34-32-25-13-0005

to be platted as:

Lot 1, Block 1, Riverside West Rearrangement (Subject to approval of Final Plat)

("Property")

EXHIBIT B (Continued)



A.01

Exterior Elevations

ISSUE
1-27-22
DRAWN BY
JK

PROJECT
Blue Line Collision
Relocation

Kinghorn Construction
21830 Industrial Ct
Rogers, MN 55374



**ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, August 11, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Michael Olson
 Member Chelsee Howell (remote)
 Member Rachal Johnson
 Member William MacLennan
 Member Chris Riley
 Member Shanna Stewart

Members Absent: Member Scott Wiyninger

Also Present: Sean Sullivan, Economic Development Manager

1. CALL TO ORDER

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

4.03: Consider Amendment to Form of Right of Reentry Agreement for Lots 1 and 3, Block 1, Riverside West Rearrangement; Case of Reliable Holdings LLC (Portions may be closed to the public)

Economic Development Manager Sullivan presented the staff report.

Chairperson Olson asked if the developer is on board.

Economic Development Manager Sullivan confirmed that this request came forward from the developer.

Member Riley commented that he is glad to see a business being retained in Ramsey. He also wanted to ensure the City is being protected while being flexible and was comfortable because of the review by the City Attorney.

Member Stewart commented that she is glad to see this project on the other side of Highway 10 as she would not be open to this on the COR side.

Chairperson Olson commented that he believes this will be great.

Member MacLennan asked for details on the purchase price.

Economic Development Manager Sullivan explained that the City works with CBRE to evaluate the value of properties. He noted that the Highway 10 access is gone and that does impact the price of land. He stated that the City has had a hard time getting this site developed and this will be a massive improvement from the adult bookstore that previously existed on the site years ago.

Member MacLennan commented that he believes it will be good to retain this business in Ramsey.

Motion by Member Johnson, seconded by Member MacLennan to recommend to City Council to approve the Amended form of Right of Reentry Agreement for Lots 1 and 3, Block 1, Riverside West Rearrangement, subject to City Attorney review.

A roll call vote was performed:

Member Howell	aye
Member Riley	aye
Chairperson Olson	aye
Member Johnson	aye
Member MacLennan	aye
Member Stewart	aye

Motion carried.

6. ADJOURNMENT

Motion by Member MacLennan, seconded by Member Johnson, to adjourn the meeting.

A roll call vote was performed:

Member Stewart	aye
Member MacLennan	aye
Member Johnson	aye
Chairperson Olson	aye
Member Riley	aye
Member Howell	aye

Motion carried.

The regular meeting of the Economic Development Authority adjourned at 8:25 a.m.

Respectfully submitted,

Sean Sullivan
Economic Development Manager

ATTEST:

Wendy Schlueter
Economic Development Administrative Assistant

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

DRAFT

CC Regular Session

5. 10.

Meeting Date: 08/23/2022

Submitted For: Bruce Westby, Engineering/Public Works

By: Marsha Weidner, Engineering/Public Works

Information

Title

Adopt Resolution #22-197 Authorizing Payment No. 1 To North Valley, Inc., Wood Pond Hills 2nd-5th Street Reconstructions, Improvement Project #22-06

Purpose/Background:

Resolution and Pay App Request Attached.

Recommendation:

The Senior Engineer Technician has inspected the completed work and recommends partial payment No. 1 to North Valley, Inc., of Nowthen, Minnesota, for the improvement Project #22-06, Wood Pond Hills 2nd – 5th Street Reconstructions, in the amount of \$62,868.49.

Action:

Motion to adopt Resolution #22-197, Authorizing partial payment No. 1 to North Valley, Inc. of Nowthen, Minnesota for Improvement Project #22-06, Wood Pond Hills 2nd - 5th Street Reconstructions, in the amount \$62,868.49.

Attachments

Resolution

Pay Estimate

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	08/18/2022 09:23 AM
Brian Hagen	Brian Hagen	08/18/2022 02:26 PM
Form Started By: Marsha Weidner		Started On: 08/16/2022 02:20 PM
Final Approval Date: 08/18/2022		

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

RESOLUTION #22-197

RESOLUTION AUTHORIZING PAYMENT NO. 1 TO NORTH VALLEY, INC., FOR IMPROVEMENT PROJECT #22-06, WOOD POND HILLS 2ND – 5TH STREET RECONSTRUCTIONS

WHEREAS, the City of Ramsey proposes to reconstruct Wood Pond Hills 2nd, 3rd, 4th and 5th Subdivisions as identified within the 2022 – 2031 Capital Improvement Program; and

WHEREAS, pursuant to Ramsey City Council resolution #21-194, adopted July 13, 2021, the City Council ordered the City Engineer to request proposals for Topographic Survey, Geotechnical Evaluations and Utility Testing for proposed 2022 Pavement Management Program projects, including IP 22-06; and

WHEREAS, pursuant to Ramsey City Council Resolution #21-224, adopted August 10, 2021, the City Council awarded a proposal to Hakanson Anderson for Topographic Survey, and Haugo Geotechnical Services for a geotechnical report of the project area; and

WHEREAS, pursuant to Ramsey City Council Resolution #21-240 adopted August 24, 2021, the City Council awarded a proposal to Hydro-Klean, LLC for cleaning and televising the sanitary and storm sewer, and Water Conservation Services, Inc. for watermain leak testing of the project area; and

WHEREAS, pursuant to Ramsey City Council Resolution #21-307, adopted October 26th 2021 the City Engineer has received and reviewed the Topographic Survey and has prepared plans and specifications for the purpose of advertising for bids for same improvements; and

WHEREAS, pursuant to Ramsey City Council Resolution #22-075, adopted March 22nd, 2022, the Ramsey 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 #22-104, adopted May 10th, 2022, the City Council authorized entering into a construction contract with North Valley, Inc. of Nowthen, Minnesota, for the reconstruction at the contract price of \$568,135.15; and

WHEREAS, as of August 23, 2022 \$0.00 has been paid to date; and

WHEREAS, the Engineer Senior Technician has inspected the completed work and recommends partial payment No. 1 to North Valley, Inc., of Nowthen, Minnesota, for the improvement Project #22-06, Wood Pond Hills 2nd – 5th Street Reconstructions, in the amount of \$62,868.49.

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

- 1.) That the City Council hereby authorizes partial payment No. 1 to North Valley, Inc., of Nowthen, Minnesota for Improvement Project #22-06, Wood Pond Hills 2nd – 5th Street Reconstructions, in the amount of \$62,868.49.
- 2) The City Council authorizes the Mayor and City Administrator to sign and release form for this payment.
- 3) The total amount of this payment is not included in resolutions approving payment of bills for the date of August 23, 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 23rd day of August, 2022.

Mayor

ATTEST:

City Clerk

Pay Estimate Summary Sheet

Estimate Number: 1 Partial

Project Number: 22-06

Project Name: Wood Pond Hills 2nd - 5th Street Reconstructions

Period Ending: July 31, 2022

Contractor: North Valley, Inc.

Address: 20015 Iguana Street NW, Suite 100, Nowthen, MN 55330

1	Original Contract Amount		\$	568,135.15
2	Change Order(s)	No. <u> </u> Thru No. <u> </u>		
3	Total Funds Encumbered		\$	568,135.15
4	Value of Work Completed		\$	66,177.36
5	Retainage	<u>5</u> %	\$	(3,308.87)
	Percent Complete	<u>12</u> %		
6	Deductions or Charges			
7	Total Earned Less Retainage (Lines 4+5+6)		\$	62,868.49
8	Previous Payment(s)		\$	-
9	Payment Due (Lines 7-8)		\$	62,868.49
10	Total Balance to Finish, Including Retainage (Lines 3-7)		\$	505,266.66

Certification of Partial Payment

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

<u>North Valley, Inc.</u>	<u>Leslie A. Bloom</u>
Contractor Name	Print Name
<u>President</u>	<u>[Signature]</u>
Title	Signature
	<u>8/5/2022</u>
	Date

City of Ramsey Approval

<u>[Signature]</u>	<u>8/5/2022</u>
Signature (Project Engineer)	Date
<u>[Signature]</u>	<u>8/10/2022</u>
Signature (City Engineer)	Date

CC Regular Session

5. 11.

Meeting Date: 08/23/2022

Submitted For: Bruce Westby, Engineering/Public Works

By: Marsha Weidner, Engineering/Public Works

Information

Title

Adopt Resolution #22-198 Authorizing Payment No. 1 to North Valley, Inc. for 2022 Neighborhood Pavement Overlay Improvements, Improvement Project #22-04.

Purpose/Background:

Resolution and Pay Estimate Attached

Recommendation:

The Senior Engineering Technician has inspected the completed work and recommends partial payment No. 1 to North Valley, Inc., of Nowthen, Minnesota, for Improvement Project #22-04, 2022 Neighborhood Pavement Overlay Improvements, in the amount of \$152,340.59.

Action:

Motion to Adopt Resolution #22-198, Authorizing partial payment No. 1 to North Valley, Inc. of Nowthen, Minnesota, for Improvement Project #22-04, 2022 Neighborhood Pavement Overlay Improvements, in the amount of \$152,340.59.

Attachments

Resolution

Pay Estimate

Form Review

Inbox

Bruce Westby

Brian Hagen

Form Started By: Marsha Weidner

Final Approval Date: 08/18/2022

Reviewed By

Bruce Westby

Brian Hagen

Date

08/18/2022 09:24 AM

08/18/2022 02:26 PM

Started On: 08/16/2022 03:29 PM

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

RESOLUTION #22-198

RESOLUTION AUTHORIZING PAYMENT NO. 1 TO NORTH VALLEY, INC., FOR IMPROVEMENT PROJECT #22-04, 2022 NEIGHBORHOOD PAVEMENT OVERLAY IMPROVEMENTS, IMPROVEMENT PROJECT #22-04

WHEREAS, the City of Ramsey proposes to overlay the pavement on numerous street segments in 2022 as identified within the 2022 – 2031 Capital Improvement Program; and

WHEREAS, funding for this improvement is proposed to come from the Pavement Management Fund, Stormwater Utility Fund and Sanitary Sewer Utility Fund; and

WHEREAS, pursuant to Ramsey City Council resolution #21-194, adopted July 13, 2021, the City Council ordered the City Engineer to request proposals for Topographic Survey for proposed 2022 Pavement Management Program projects, including improvement project #22-04, 2022 Neighborhood Pavement Overlay Improvements; and

WHEREAS, pursuant to Ramsey City Council Resolution #21-224, adopted August 10, 2021, the City Council awarded a proposal to Hakanson Anderson for Topographic Survey of the project area; and

WHEREAS, pursuant to Ramsey City Council Resolution #21-306, adopted October 26, 2021, the City Council ordered the City Engineer to prepare plans and specifications for improvement project #22-04, 2021 Neighborhood Pavement Overlay Improvements; and

WHEREAS, pursuant to Ramsey City Council resolution #22-075, adopted March 22, 2022, 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 #22-103, adopted May 10th, 2022, the City Council authorized entering into a construction contract with North Valley, Inc. of Nowthen, Minnesota, for the 2022 Pavement Overlay Improvements at the contract price of \$732,929.10; and

WHEREAS, as of August 23, 2022 \$0.00 has been paid to date; and

WHEREAS, the Senior Engineering Technician has inspected the completed work and recommends partial payment No. 1 to North Valley, Inc., of Nowthen, Minnesota, for the improvement Project #22-04, 2022 Neighborhood Pavement Overlay Improvements, in the amount of \$152,340.59.

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

- 1.) That the City Council hereby authorizes partial payment No. 1 to North Valley, Inc., of Nowthen, Minnesota for Improvement Project #22-04, 2022 Neighborhood Pavement Overlay Improvements, in the amount of \$152,340.59.
- 2) The City Council authorizes the Mayor and City Administrator to sign and release form for this payment.
- 3) The total amount of this payment is not included in resolutions approving payment of bills for the date of August 23, 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 23rd day of August, 2022.

Mayor

ATTEST:

City Clerk

22-193

Pay Estimate Summary Sheet

Estimate Number: 1 Partial

Project Number: 22-04

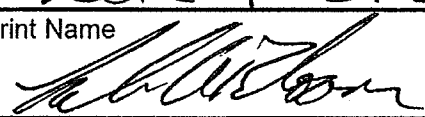
Project Name: 2022 Neighborhood Pavement Overlay Improvements


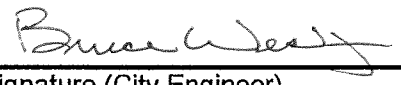
Period Ending: July 31, 2022

Contractor: North Valley, Inc.

Address: 20015 Iguana Street NW, Suite 100, Nowthen, MN 55330

1	Original Contract Amount		\$	<u>732,929.10</u>
2	Change Order(s)	No. <u> </u> Thru No. <u> </u>		<u> </u>
3	Total Funds Encumbered		\$	<u>732,929.10</u>
4	Value of Work Completed		\$	<u>160,358.52</u>
5	Retainage <u>5</u> %		\$	<u>(8,017.93)</u>
	Percent Complete	<u>22%</u>		
6	Deductions or Charges			<u> </u>
7	Total Earned Less Retainage (Lines 4+5+6)		\$	<u>152,340.59</u>
8	Previous Payment(s)		\$	<u>-</u>
9	Payment Due (Lines 7-8)		\$	<u>152,340.59</u>
10	Total Balance to Finish, Including Retainage (Lines 3-7)		\$	<u>580,588.51</u>

Certification of Partial Payment	
I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between owner and the undersigned Contractor, and as amended by any authorized changes and the foregoing is a true and correct statement of the contract amount for the period covered by this estimate.	
<u>North Valley, Inc.</u>	<u>Leslie A. Bloom</u>
Contractor Name	Print Name
<u>President</u>	
Title	Signature
	<u>8/5/2022</u>
	Date

City of Ramsey Approval	
	<u>8/5/2022</u>
Signature (Project Engineer)	Date
	<u>8/10/2022</u>
Signature (City Engineer)	Date

2022 Neighborhood Pavement Overlay Improvements

I.P. 22-04

Estimate No. 1 Partial

Period Ending July 31, 2022

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	\$ 55,445.54	\$ 55,445.54	0.5	\$ 27,722.77	0.5	\$ 27,722.77
2	2104.503	REMOVE CONCRETE CURB AND GUTTER	LF	1373	\$ 6.49	\$ 8,910.77	630	\$ 4,088.70	630	\$ 4,088.70
3	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	2206	\$ 2.65	\$ 5,845.90	169	\$ 447.85	169	\$ 447.85
4	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	560	\$ 6.50	\$ 3,640.00	273	\$ 1,774.50	273	\$ 1,774.50
5	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	90	\$ 15.33	\$ 1,379.70	44	\$ 674.52	44	\$ 674.52
6	2104.504	REMOVE CONCRETE WALK	SY	258	\$ 10.70	\$ 2,760.60	381	\$ 4,076.70	381	\$ 4,076.70
7	2211.507	AGGREGATE BASE CLASS 5 MODIFIED (CV)	CY	64	\$ 39.56	\$ 2,531.84	47	\$ 1,859.32	47	\$ 1,859.32
8	2231.604	BITUMINOUS PATCH	SY	432	\$ 27.52	\$ 11,888.64	90	\$ 2,476.80	90	\$ 2,476.80
9	2232.504	MILL BITUMINOUS SURFACE (2.0")	SY	25100	\$ 1.10	\$ 27,610.00	8243	\$ 9,067.30	8243	\$ 9,067.30
10	2232.504	MILL BITUMINOUS SURFACE (1.5")	SY	20853	\$ 1.01	\$ 21,061.53	0	\$ -	0	\$ -
11	2557.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	3217	\$ 3.79	\$ 12,192.43	455	\$ 1,724.45	455	\$ 1,724.45
12	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) 2.0"	TON	2836	\$ 89.28	\$ 253,198.08	978	\$ 87,315.84	978	\$ 87,315.84
13	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) 1.5"	TON	1767	\$ 91.10	\$ 160,973.70	0	\$ -	0	\$ -
14	2503.602	GROUT CATCH BASIN	EA	68	\$ 200.34	\$ 13,623.12	69	\$ 13,823.46	69	\$ 13,823.46
15	2503.602	RESET CATCH BASIN	EA	5	\$ 351.95	\$ 1,759.75	3	\$ 1,055.85	3	\$ 1,055.85
16	2503.603	INTERIOR CHIMNEY SEAL	EA	54	\$ 0.15	\$ 8.10	0	\$ -	0	\$ -
17	2504.602	ADJUST VALVE BOX	EA	48	\$ 362.78	\$ 17,413.44	0	\$ -	0	\$ -
18	2506.502	ADJUST FRAME AND RING CASTING	EA	57	\$ 324.88	\$ 18,518.16	0	\$ -	0	\$ -
19	2521.504	6" CONCRETE WALK	SY	347	\$ 70.39	\$ 24,425.33	0	\$ -	0	\$ -
20	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LF	140	\$ 37.90	\$ 5,306.00	0	\$ -	0	\$ -
21	2531.503	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	LF	1233	\$ 37.90	\$ 46,730.70	0	\$ -	0	\$ -
22	2531.604	7" CONCRETE VALLEY GUTTER	SY	7	\$ 70.39	\$ 492.73	0	\$ -	0	\$ -
23	2531.618	TRUNCATED DOMES	SF	385	\$ 43.32	\$ 16,678.20	0	\$ -	0	\$ -
24	2540.601	LANDSCAPE RESTORATION	LS	1	\$ 2,003.40	\$ 2,003.40	0	\$ -	0	\$ -
25	2563.601	TRAFFIC CONTROL	LS	1	\$ 8,500.92	\$ 8,500.92	0.5	\$ 4,250.46	0.5	\$ 4,250.46
26	2574.507	TOPSOIL (LV)	CY	45	\$ 74.34	\$ 3,345.30	0	\$ -	0	\$ -
27	2574.508	FERTILIZER TYPE 3	LBS	2	\$ 9.74	\$ 19.48	0	\$ -	0	\$ -
28	2575.504	SODDING TYPE LAWN	SY	345	\$ 17.32	\$ 5,975.40	0	\$ -	0	\$ -
29	2575.505	SEEDING	ACRE	0.02	\$ 10,721.00	\$ 214.42	0	\$ -	0	\$ -
30	2575.508	HYDRAULIC MULCH MATRIX	LBS	52	\$ 7.57	\$ 393.64	0	\$ -	0	\$ -
31	2575.508	SEED MIXTURE 25-151	LBS	2	\$ 41.14	\$ 82.28	0	\$ -	0	\$ -
GRAND TOTALS					\$ 732,929.10	\$ 160,358.52		\$ 160,358.52		\$ 160,358.52

Internal City Use Only

Pavement Management Funds	\$ 142,984.16
Storm Sewer Utility Funds	\$ 16,542.68
Sanitary Sewer Utility Funds	\$ -
Total Funds	\$ 159,526.84

* Mobilization: 91% Street / 6% Storm / 3% Sanitary

CC Regular Session

5. 12.

Meeting Date: 08/23/2022

Submitted For: Bruce Westby, Engineering/Public Works

By: Marsha Weidner, Engineering/Public Works

Information

Title

Adopt Resolution #22-199 Authorizing Final Payment to Corrective Asphalt Materials, LLC. For Improvement Project #22-09, 2022 Pavement Rejuvenation Improvements.

Purpose/Background:

Pay Invoice and Resolution Attached

Recommendation:

The Senior Engineer Technician has inspected the completed work and recommends final payment to Corrective Asphalt Materials of South Roxana, IL for said project, in the amount of \$155,810.45, contingent on receipt of all the following items listed in the observations: Final waivers of mechanic’s lien rights and IC134 (Contractors Withholding Affidavit).

Action:

Motion to adopt Resolution #22-199 Authorizing final payment to Corrective Asphalt Materials of South Roxana, IL for said project, in the amount of \$155,810.45, contingent on receipt of all the following items listed in the observations: Final waivers of mechanic’s lien rights and IC134 (Contractors Withholding Affidavit).

Attachments

Resolution

Cam Inv 22056S

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	08/18/2022 09:30 AM
Brian Hagen	Brian Hagen	08/18/2022 02:34 PM
Form Started By: Marsha Weidner		Started On: 08/17/2022 04:32 PM
Final Approval Date: 08/18/2022		

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

RESOLUTION #22-199

RESOLUTION AUTHORIZING FINAL PAYMENT TO CORRECTIVE ASPHALT MATERIALS, LLC. FOR IMPROVEMENT PROJECT #22-09, 2022 PAVEMENT REJUVENATION IMPROVEMENTS

WHEREAS, the City of Ramsey adopted a budget for 2022 including \$200,000 to apply pavement rejuvenator and crack seal improvements to the bituminous pavement on numerous public street segments in support of the City's Pavement Management Program; and

WHEREAS, Staff was directed to make recommendations to utilize the entire \$200,000 budgeted for 2022 pavement maintenance improvements; and

WHEREAS, the City received \$102,316.00 in Federal COVID Relief funds to be spent on pavement maintenance improvements on non-Municipal State Aid streets; and

WHEREAS, pursuant to Ramsey City Council resolution #22-106 adopted May 10, 2022 the bid of Corrective Asphalt Materials in the amount of \$155,810.35 for the total bid was accepted as the lowest responsible bidder was accepted; and

WHEREAS, as of August 23, 2022, \$0.00 has been paid to date; and

WHEREAS, the Senior Engineer Technician has inspected the completed work and recommends final payment to Corrective Asphalt Materials of South Roxana, IL for said project, in the amount of \$155,810.45, contingent on receipt of all the following items listed in the observations: Final waivers of mechanic's lien rights and IC134 (Contractors Withholding Affidavit).

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 Corrective Asphalt Materials, LLC. of South Roxana, IL for Improvement Project #21-11, 2021 Pavement Rejuvenation Improvements, in the amount of \$155,810.45, contingent on receipt of all the following items listed in the observations: Final waivers of mechanic's lien rights and IC134 (Contractors Withholding Affidavit).
- 2) That the City Council hereby accepts the project and authorizes the Mayor or City Administrator to sign the release form for this payment.
- 3) That the total amount of this payment is not included in resolutions approving payment for bills for the date of August 23, 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 23rd day of August, 2022.

Mayor

ATTEST:

City Clerk



Invoice

Corrective Asphalt Materials, LLC

Maltene Replacement Technology Experts
Reliable, Efficient Asphalt Preservation

Phone # 618-254-3855 Fax: 618-254-2200
www.cammidwest.com

Invoice: 22056S
Invoice Date: 7/29/2022
Due Date: 8/28/2022
Project: 22056S REC NP MN
P.O. Number: *JP22-09*

117759

Bill To:

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

Rec 22-199

Description	Amount
<p>2022 Asphalt Rejuvenator Project <i>FINAL</i></p> <p>Furnish & Apply RECLAMITE to 164,011 Square Yards per Contract Specifications @ \$0.95/sy</p> <p>Vendor # _____</p> <p>_____</p> <p>_____</p> <p>Date Rec'd: _____ Total Due: _____</p> <p>Reviewed by: _____</p> <p>Contract Approval: <i>Bur J 8/17/22</i></p> <p><i>0311.6488</i></p>	<p>155,810.45</p>

RECEIVED
AUG 03 2022

Thank you for your business!

Remit Payment to:
300 Daniel Boone Trail
South Roxana, IL 62087

Total	\$155,810.45
Payments/Credits	\$0.00
Balance Due	\$155,810.45

Meeting Date: 08/23/2022

Submitted For: Joe Feriancek, Engineering/Public Works

By: Joe Feriancek, Engineering/Public Works

Information

Title

Adopt Resolution #22-202 Accepting Survey Proposals for Barthel’s Rum River Acres 2nd Street Reconstructions, Improvement Project #23-05

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #22-202 Accepting Survey Proposals for Barthel’s Rum River Acres 2nd Street Reconstructions, Improvement Project #23-05.

Background:

The current 2022 – 2031 10-Year Capital Improvement Plan (CIP) proposes the reconstruction of the Barthel’s Rum River Acres 2nd subdivision in 2023. Topographic surveys are essential to locate all existing site features and to create an existing ground surface, used as the base for designing the project.

Quotes received with the survey proposal are shown below.

TOPOGRAPHIC SURVEYS			
Project	Bolton & Menk, Inc.	Hakanson Anderson	
Barthel’s Rum River Acres 2nd	\$11,880.00	\$7,600.00	

Hakanson Anderson submitted the lowest total responsible quote. Based on the submitted quotes, Staff recommends accepting the proposal for topographic survey from Hakanson Anderson.

Hakanson Anderson is required to complete their work by September 30, 2022, which will allow Staff to begin design work for these proposed improvements, after City Council authorization.

Staff is proposing to present a case to City Council at a future meeting to discuss ordering of plans and specifications for these improvement projects. At that time Staff will be able to provide a more thorough project scope and estimated project costs, including proposed funding sources.

Notification:

If City Council awards a contract for topographic services, City Staff would send notification letters to residents in the impacted area, giving notice that surveyors will be present, and the scope of the services being provided at this time.

Observations/Alternatives:

Motion to adopt Resolution #22-202 Accepting Survey Proposals for Barthel’s Rum River Acres 2nd Street Reconstructions, Improvement Project #23-05.

Funding Source:

Funding for this work is proposed to come from the Pavement Management Fund.

Recommendation:

Staff recommends adopting Resolution #22-202 accepting survey proposals for Barthel's Rum River Acres 2nd Street Reconstructions, Improvement Project #23-05

Action:

Adopt Resolution #22-202 Accepting Survey Proposals for Barthel's Rum River Acres 2nd Street Reconstructions, Improvement Project #23-05

Attachments

Res 22-202

23-05 Topo RFP

23-05 Topo Area Map - Revised

23-05 Street Summary

Form Review

Inbox

Bruce Westby

Brian Hagen

Form Started By: Joe Feriancek

Final Approval Date: 08/18/2022

Reviewed By

Bruce Westby

Brian Hagen

Date

08/18/2022 10:10 AM

08/18/2022 02:26 PM

Started On: 08/15/2022 03:32 PM

Council member _____ introduced the following resolution and moved for its adoption:

RESOLUTION #22-202

RESOLUTION ACCEPTING SURVEY PROPOSALS FOR BARTHEL’S RUM RIVER ACRES 2ND STREET RECONSTRUCTIONS, IMPROVEMENT PROJECT #23-05

WHEREAS, topographic surveys are required to accurately evaluate and design proposed Barthel’s Rum River Acres 2nd Street Reconstructions; and

WHEREAS, requests for proposals were submitted to two firms for the purpose of obtaining quotes for completing the proposed survey services; and

WHEREAS, the two (2) survey quotes received are tabulated below; and

TOPOGRAPHIC SURVEYS		
Project	Bolton & Menk, Inc.	Hakanson Anderson
Barthel’s Rum River Acres 2 nd	\$11,880.00	\$7,600.00

WHEREAS, the quote of Hakanson Anderson in the total amount of \$7,600.00 for said services in accordance with the prepared proposals is the lowest responsible quote and their quote shall be and hereby is accepted.

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

- 1) The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Hakanson Anderson for said survey services for and on behalf of the City of Ramsey.

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

and the following voted against the same:

and the following abstained:

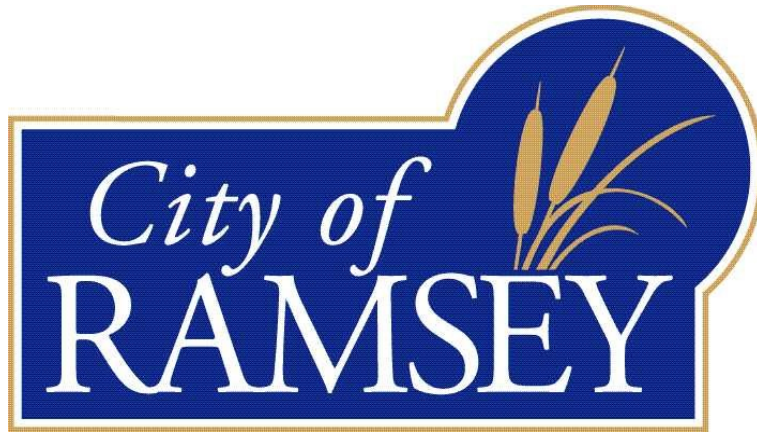
and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of August, 2022.

Mayor

ATTEST:

City Clerk



**REQUEST FOR PROPOSAL
BARTHEL'S RUM RIVER ACRES 2ND
STREET RECONSTRUCTIONS
Topographic Survey
City of Ramsey**

ISSUE DATE
August 9, 2022

PROPOSAL MUST BE RECEIVED BY:
4:00 pm on Wednesday, August 17, 2022

DELIVER PROPOSAL TO:
City of Ramsey Municipal Center
7550 Sunwood Drive NW
Ramsey, MN 55303
Attn: Joe Feriancek
763-433-9893

INTRODUCTION: The City of Ramsey (City) is requesting proposals for the delivery of a topographic survey for the streets within the Barthel's Rum River Acres 2nd subdivision, generally located east of Trunk Highway 47 adjacent to the Rum River from the 161st to 164th blocks.

1. Barthel's Rum River Acres 2nd
 - a. Right of Way is generally 66 feet wide
 - b. Streets total approximately 1.64 miles in length
 - i. 14.6-acre area
 - ii. Rural residential subdivision with mostly open right of way area
 1. Generally, shots of the tree line will be sufficient where trunks are located on the yard side of street drainage swales
 2. Stand alone and trees on street in-slope; trunk shots are needed
 - c. 24-foot wide rural section streets
 - d. Additional 25-foot area at two county ditch crossings needed, per exhibit
 - i. Near intersection of 161st Lane and Dysprosium Street
 - e. Speed limit is 30 mph
 - i. Rural residential, thru traffic not anticipated
2. The scope of this work includes:
 - a. Topographic Survey
 - b. Contacting Gopher State One Call to locate utility markings
 - c. Delivery of survey points in an Excel/CSV format
 - d. Point Code listing

FIELD SURVEY REQUIREMENTS: The field survey is not limited to, but is expected to include the following:

- Elevations along the centerline, edge of bituminous pavement, top and bottom of swale, and boulevard up to the right-of-way at 50-foot stations and grade changes.
- Location and elevations on driveway edges and corners to the right-of-way
- Location and elevations of any storm sewer, sanitary sewer, watermain, utilities, structures, etc. within the survey area
 - Municipal Utilities do not exist in area beyond street crossing culverts
- Locations and elevations of trees/tree lines, landscaping, mailboxes, signage, fence lines, etc. within the survey area
- General top and bottom of slopes, and intermediate spot elevations in swales

SCHEDULE: A written schedule of the work shall be submitted identifying all work components and showing work start and completion dates required to comply with the schedule. Once work has commenced, the Contractor shall continuously pursue completion in accordance with the approved schedule. The final Topographic Survey must be delivered to the City by Friday, September 30, 2022.

PROPOSAL SUBMITTAL: A lump sum quote shall be submitted for the proposed work using the form at the end of this Request for Proposal (RFP).

COMMUNICATION WITH THE CITY: If any requirements of this RFP are not clearly understood, the Contractor is responsible for contacting the City for further clarification in a prompt manner. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to the RFP.

SUBMISSION: A signed copy of the attached proposal form is requested by **4:00 P.M. Wednesday, August 17, 2022.** Deliver to the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey MN 55303 to the attention of Joe Feriancek. E-mail quotes will be accepted and may be sent to JFferiancek@cityoframsey.com.

PROPOSAL UNDERSTANDING: By submitting a proposal, the Contractor agrees to be bound to the terms and conditions herein.

COSTS OF PREPARATION: Under no condition will any costs of preparation of the proposal be reimbursed by the City.

LICENSE AND INSURANCE: By submitting a proposal, the Contractor affirms they shall maintain the following minimum insurance coverage while completing their work as related to this RFP in the following amounts: Commercial General Liability \$1,000,000 per occurrence (written on an occurrence based form bodily injury and property damage); automobile liability \$1,000,000 per occurrence (including hired & non-owned bodily injury and property damage). The City of Ramsey shall be named as an additional insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with the City prior to the work. The Contractor also affirms they shall be licensed to perform the work in the State of Minnesota, and the work shall comply with all state and local laws.

WORKING HOURS: The work shall be carried out during normal working hours so as not to cause any unreasonable nuisance to affected residents and businesses. Under emergency conditions, this limitation may be waived in writing by the Engineer in conjunction with qualified local authority. Normal working hours for this work are considered to be from 7:00 a.m. to 7:00 p.m., Monday through Friday.

WORK AND STAGING AREAS: The Contractor shall confine their work activities within City owned properties, right of way, and drainage & utility easements. No equipment shall be left on City streets outside normal working hours.

TRAFFIC CONTROL: Work shall be conducted in conformance with the specifications set forth herein and in accordance with the Minnesota Department of Transportation Standard Specifications for Construction, 2020 Edition, which is incorporated by reference to these specifications.

PAYMENT: Payment will be made upon submittal of an invoice to the City on a net 30-day basis following City acceptance of the work. An IC 134 form will be required prior to final payment.

BASIS OF PAYMENT: Payment shall be made on a lump sum basis for all components of the work as specified in the RFP. The cost of any additional equipment, labor, materials, permits, tools and supplies which have not been specifically identified in this section for payment, but are required to complete the work, shall be considered incidental to the project. The City is also requesting an hourly rate for additional survey work to be submitted, if we find a need to expand the project scope after reviewing the initial survey.

PROPOSAL

_____ accepts the terms and conditions herein and agrees to complete all work described herein, and to deliver the final Topographic Surveys to the City by Friday, September 30, 2022.

BARTHEL'S RUM RIVER ACRES 2ND TOPOGRAPHIC SURVEY	
Description	Cost Extension
Lump sum not-to-exceed amount	
Additional hourly rate if project scope expands after initial review	

Contractor Name _____

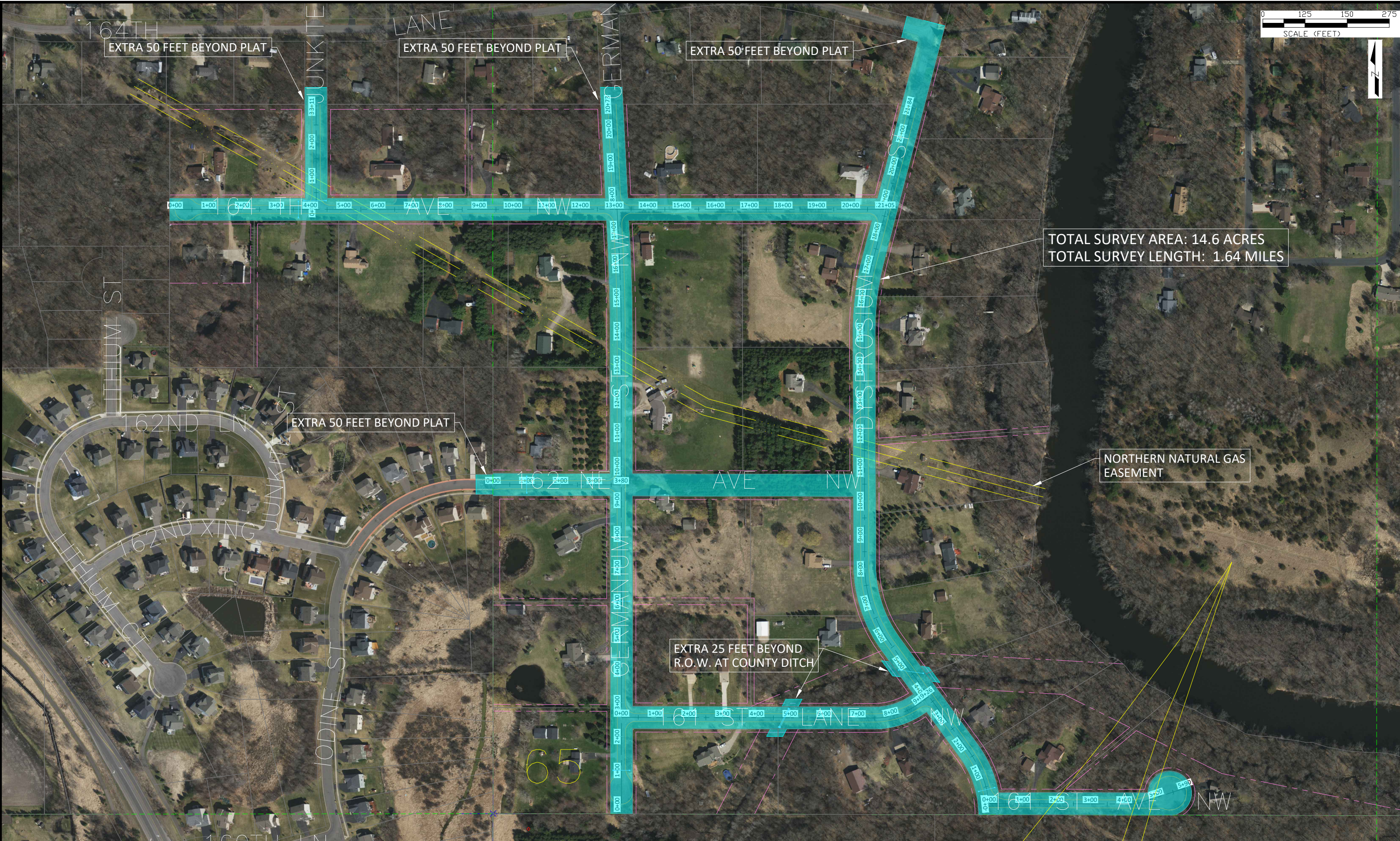
Owner or representative _____

Phone(s) _____

E-mail _____

Signature _____

Date _____



TOTAL SURVEY AREA: 14.6 ACRES
TOTAL SURVEY LENGTH: 1.64 MILES

NORTHERN NATURAL GAS
EASEMENT

EXTRA 25 FEET BEYOND
R.O.W. AT COUNTY DITCH

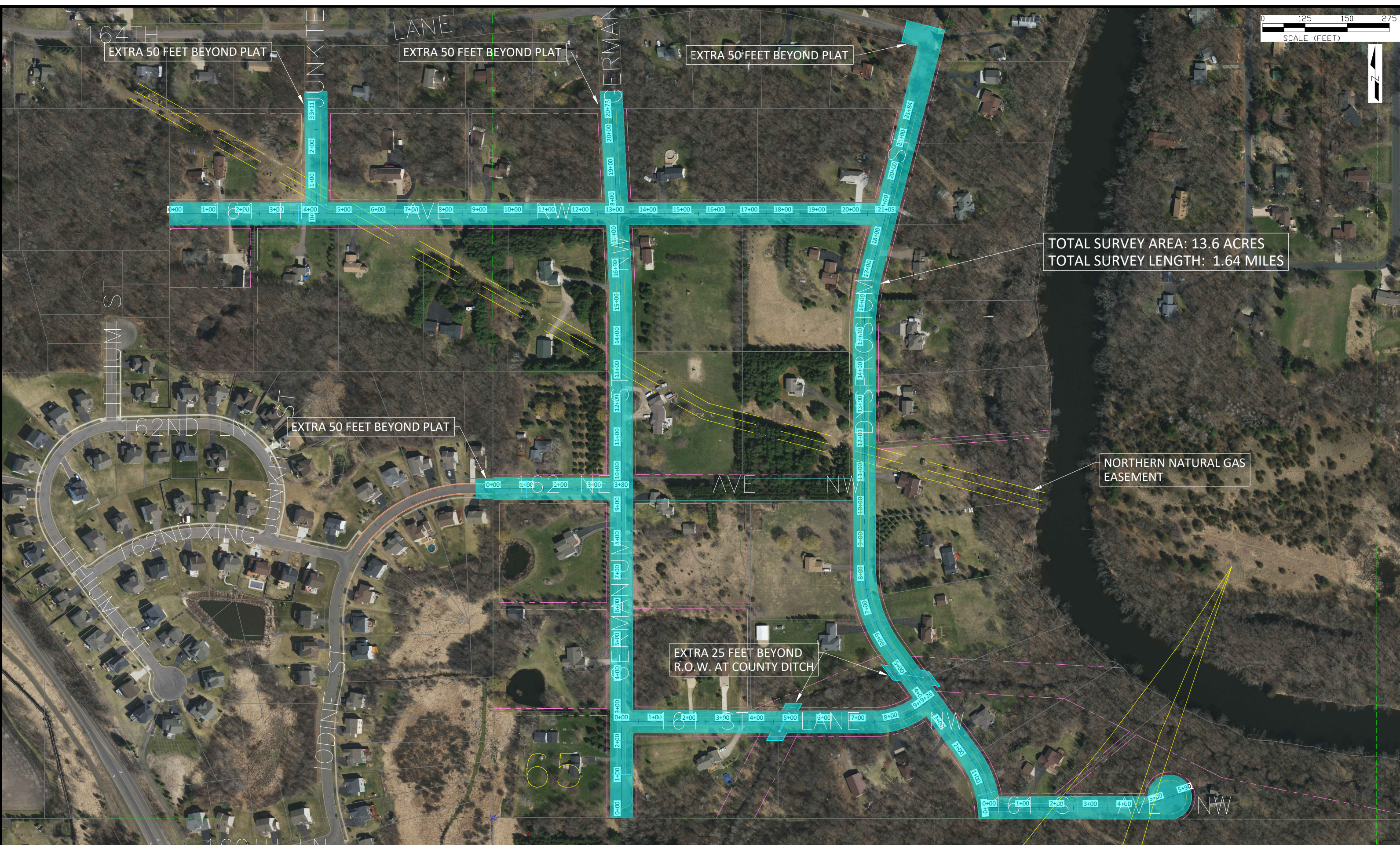
DATE	REVISION

DESIGNED BY: ---	DATE: 08/08/22
DRAWN BY: JJF	FILE: 23-05
CHECKED BY: ---	


CITY OF RAMSEY
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 (763) 427-1410 FAX (763) 433-9898

TOPOGRAPHIC SURVEY AREA MAP

**BARTHEL'S RUM RIVER ACRES 2ND STREET
 RECONSTRUCTION
 CITY PROJECT NO. 23-05
 CITY OF RAMSEY, MINNESOTA**



TOTAL SURVEY AREA: 13.6 ACRES
TOTAL SURVEY LENGTH: 1.64 MILES

NORTHERN NATURAL GAS
EASEMENT

EXTRA 25 FEET BEYOND
R.O.W. AT COUNTY DITCH

EXTRA 50 FEET BEYOND PLAT

EXTRA 50 FEET BEYOND PLAT

EXTRA 50 FEET BEYOND PLAT

DATE	REVISION
8/9/2022	REMOVE 162ND AVENUE RIGHT OF WAY AREA W/O ROAD

DESIGNED BY: ---	DATE: 08/08/22
DRAWN BY: JJF	FILE: 23-05
CHECKED BY: ---	


CITY OF RAMSEY
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 (763) 427-1410 FAX (763) 433-9898

TOPOGRAPHIC SURVEY AREA MAP

**BARTHEL'S RUM RIVER ACRES 2ND STREET
 RECONSTRUCTION
 CITY PROJECT NO. 23-05
 CITY OF RAMSEY, MINNESOTA**

**IP 23-05 Barthel's Rum River Acres 2nd
Street Segment Summary**

Street Description				Street History							GPR Summary		
Street	Segment Description	Length (feet)	Section (Urban / Rural)	2021 PASER	Year Built	Maint. 1	Maint. 2	Maint. 3	Maint. 4	Maint. 5	Avg HMA (inches)	Avg Agg. Base (inches)	Avg Section (inches)
161st Avenue	Dysprosium St / E CDS	606	Rural	2	1988	SC 1994	SC 2001				3.7	4.6	8.3
161st Lane	Germanium St / Dysprosium St	926	Rural	2	1988			OL 1997	SC 2001	SC 2009	3.5**	4.5**	8.0**
162nd Lane	W EOP / Germanium St	375	Rural	2	1988	SC 1994	SC 2001				3.4	4.3	7.7
164th Avenue	Germanium St / Dysprosium St	786	Rural	2	1988	SC 1994	SC 2001				3.0	4.0	7.0
164th Avenue	Junkite St / Germanium St	889	Rural	2	1988	SC 1994	SC 2001				3.0	4.0	7.0
164th Avenue	W EOP / Junkite St	433	Rural	2	1988	SC 1994	SC 2001				3.0	4.0	7.0
Dysprosium Street	161st Ave / 161st Ln	384	Rural	2	1988			OL 1997	SC 2001	SC 2009	3.5**	4.5**	8.0**
Dysprosium Street	161st Ln / 162nd Ln	665	Rural	2	1988			OL 1997	SC 2001	SC 2009	3.5**	4.5**	8.0**
Dysprosium Street	162nd Ln / 164th Ave	828	Rural	2	1988			OL 1997	SC 2001	SC 2009	3.5**	4.5**	8.0**
Dysprosium Street	164th Ave / N EOP	326	Rural	2	1988			OL 1997	SC 2001	SC 2009	3.5**	4.5**	8.0**
Germanium Street	161st Ln / 162nd Ln	698	Rural	2	1988	SC 1994	SC 2001				3.5	4.5	8.0
Germanium Street	162nd Ln / 164th Ave	822	Rural	2	1988	SC 1994	SC 2001				3.5	4.5	8.0
Germanium Street	164th Ave / N EOP	309	Rural	2	1988	SC 1994	SC 2001				3.5	4.5	8.0
Germanium Street	S EOP / 161st Ln	272	Rural	2	1988	SC 1994	SC 2001				3.5	4.5	8.0
Junkite Street	164th Ave / N EOP	321	Rural	2	1988	SC 1994	SC 2001				3.0	4.5	7.5
											* GPR not able to detect Agg. Base		
											** Estimated Depths, GPR not available		
Total Length		8,640	1.64 mi.										

Meeting Date: 08/23/2022

Submitted For: Joe Feriancek, Engineering/Public Works

By: Joe Feriancek, Engineering/Public Works

Information

Title

Adopt Resolution #22-204 Accepting Geotechnical Proposals for 2023 Pavement Management Program Projects

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #22-204 Accepting Geotechnical Proposals for 2023 Pavement Management Program Projects.

Background:

Geotechnical Reports inform Staff of subsoil conditions, which is essential when designing the pavement section for the reconstructed streets. Also included are groundwater elevations and support capabilities of the soils for utilities and trenches, as well as associated backfilling recommendations.

Staff sent request for proposals to three (3) firms, the two (2) quotes received are shown below.

Project	Haugo Geotechnical Services	Braun Intertec
IP 23-01 161st Avenue Reconstruction	\$6,895.00	\$8,350.00
IP 23-04 167th Avenue Reconstruction	\$9,070.00	\$11,700.00
IP 23-05 Barthel's Rum River Acres 2nd Street Reconstructions	\$9,235.00	\$11,840.00

Haugo Geotechnical Services submitted the lowest responsible quote for all three projects. Based on the submitted quotes, Staff recommends accepting the proposals for 161st Avenue, 167th Avenue, and Barthel's Rum River Acres 2nd geotechnical reports from Haugo Geotechnical Services.

Haugo Geotechnical Services is required to complete their work by October 31, 2022, which will allow Staff to complete design work for these proposed improvements in time for winter bidding.

Notification:

No notifications are required with this case.

Observations/Alternatives:

Motion to adopt Resolution #22-204 Accepting Geotechnical Proposals for 2023 Pavement Management Program Projects.

Funding Source:

Funding for this work is proposed to come from the Pavement Management Fund for IP #23-05, and from Municipal State Aid Funds for IP's #23-01 and 23-04.

Recommendation:

Staff recommends adopting Resolution #22-204 Accepting Geotechnical Proposals for 2023 Pavement Management Program Projects.

Action:

Adopt Resolution #22-204 Accepting Geotechnical Proposals for 2023 Pavement Management Program Projects.

Attachments

Res 22-204

2023 PMP Geotech RFP

Form Review

Inbox

Bruce Westby

Brian Hagen

Form Started By: Joe Feriancek

Final Approval Date: 08/18/2022

Reviewed By

Bruce Westby

Brian Hagen

Date

08/18/2022 10:08 AM

08/18/2022 02:25 PM

Started On: 08/15/2022 03:30 PM

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

RESOLUTION #22-204

RESOLUTION ACCEPTING GEOTECHNICAL PROPOSALS FOR 2023 PAVEMENT MANAGEMENT PROGRAM PROJECTS

WHEREAS, geotechnical reports are required to accurately evaluate and design proposed 2023 pavement management program projects; and

WHEREAS, request for proposals were submitted to three (3) firms for the purpose of obtaining quotes for completing the proposed geotechnical services; and

WHEREAS, the two (2) geotechnical quotes received are tabulated below; and

Project	Haugo Geotechnical Services	Braun Intertec
IP 23-01 161 st Avenue Reconstruction	\$6,895.00	\$8,350.00
IP 23-04 167 th Avenue Reconstruction	\$9,070.00	\$11,700.00
IP 23-05 Barthel’s Rum River Acres 2 nd Street Reconstructions	\$9,235.00	\$11,840.00

WHEREAS, the quote of Haugo Geotechnical Services in the amount of \$6,895.00 for the geotechnical report of IP 23-01 161st Avenue Reconstruction, \$9,070.00 for the geotechnical report of IP 23-04 167th Avenue Reconstruction, and \$9,235.00 for the geotechnical report of IP 23-05 Barthel’s Rum River Acres 2nd Street Reconstructions, for said services in accordance with the prepared proposal is the lowest responsible quote and their quote shall and hereby is accepted.

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

The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Haugo Geotechnical Services for said geotechnical services for and on behalf of the City of Ramsey.

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

and the following voted against the same:

and the following abstained:

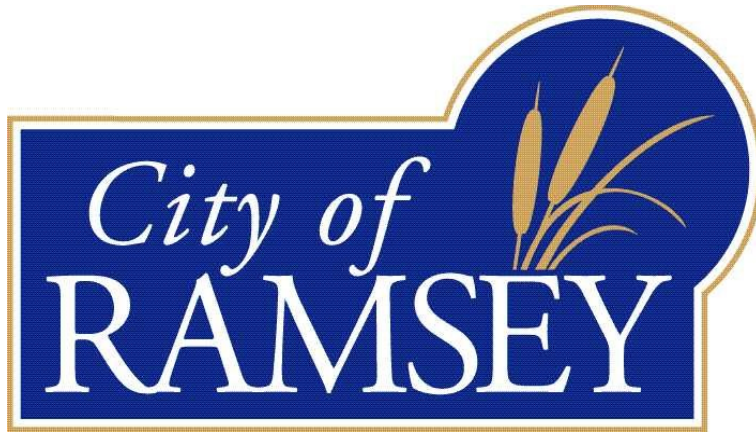
and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of August, 2022.

Mayor

ATTEST:

City Clerk



**REQUEST FOR PROPOSAL
PAVEMENT MANAGEMENT PROGRAM
2023 PROJECTS
Geotechnical Reports
City of Ramsey**

ISSUE DATE
August 3, 2022

PROPOSAL MUST BE RECEIVED BY:
10:00 am on Tuesday, August 16, 2022

DELIVER PROPOSAL TO:
City of Ramsey Municipal Center
7550 Sunwood Drive NW
Ramsey, MN 55303
Attn: Marsha Weidner
763-433-9839

INTRODUCTION: The City of Ramsey (City) is requesting proposals for the delivery of three (3) geotechnical reports for 2023 projects including;

1. IP 23-01 161st Avenue Reconstruction
 - a. 161st Avenue between Armstrong Boulevard and Variolite Street
 - i. MSA Reconstruction (10-ton design)
 - ii. Water, Sanitary Sewer, and Storm Sewer installation anticipated
 - b. Street is approximately 0.51 miles in total length
 - i. 28-feet wide, with bituminous curb
 - ii. Speed limit is 30 mph
 - iii. ADT 1,100 (Future School Design ADT 2,500)
 - iv. No Parking on both sides
 - c. Scope of work includes:
 - i. Seven (7) soil borings to a depth of 15-feet (No. 5 and 6 in green space; No.7 within Parking Lot) per the attached exhibit
 - ii. Five (5) Pavement Cores for borings 1-4, 7
 - d. A standard geotechnical report including construction feasibility for public utilities and pavement section
 - e. Logs of soil borings with descriptions of nomenclature used for defining the site soils
 - f. Estimated subgrade support strength parameters for design of the bituminous roadway and recommendations for soil corrections
 - g. Recommendations for earthwork associated with installation of storm sewer, sanitary sewer, and watermain

2. IP 23-04 167th Avenue Reconstruction
 - a. 167th Avenue between Nowthen Blvd (CSAH 5) and St. Francis Blvd (TH 47)
 - i. MSA Reconstruction (10-ton design)
 - ii. Water exist, some storm sewer installation anticipated
 - b. Street is approximately 1.13 miles in total length
 - i. 40 feet wide rural (Nowthen to Quicksilver St) 0.98 miles
 - ii. 47 feet wide urban (Quicksilver St to TH 47) 0.15 miles
 - iii. Speed limit is 50 mph
 - iv. ADT 2,350
 - v. 8-10 feet wide shoulders both sides
 - c. Scope of work includes:
 - i. Twelve (12) soil borings to a depth of 10 feet per the attached exhibit
 1. Twelve (12) Pavement Cores
 - d. A standard geotechnical report including construction feasibility for public utilities and pavement section
 - e. Logs of soil borings with descriptions of nomenclature used for defining the site soils
 - f. Estimated subgrade support strength parameters for design of the bituminous roadway and recommendations for soil corrections
 - g. Recommendations for earthwork associated with installation of storm sewer, sanitary sewer, and watermain

3. IP 23-05 Barthel's Rum River Acres 2nd Street Reconstructions
 - a. Subdivision located east of Trunk Highway 47, adjacent to Rum River
 - i. Connections from 164th Lane at TH 47
 - ii. Existing crossing culverts are proposed to be replaced
 - iii. Northern Natural Gas Lines cross the subdivision (3 road crossings)
 - b. Streets are approximately 1.64 miles in total length
 - i. 24-feet wide, rural section
 - ii. Speed limit is 30 mph
 - c. Scope of work includes:
 - i. Thirteen (13) soil borings to a depth of 10-feet per the attached exhibit
 1. Thirteen (13) Pavement Cores
 - ii. A standard geotechnical report including construction feasibility for public utilities and pavement section
 - iii. Logs of soil borings with descriptions of nomenclature used for defining the site soils
 - iv. Estimated subgrade support strength parameters for design of the bituminous roadway and recommendations for soil corrections
 - v. Recommendations for earthwork associated with installation of storm sewer
 - vi. Recommendations for management of groundwater for design of structures and pavements

SOIL BORING REQUIREMENTS: Soil borings to a depth called out above will be taken at stationing shown on the attached “Boring Hole Location” exhibits. Soil borings will alternate between drive lanes as practical. Cores of the existing bituminous pavement will be required. Cores will be taken to verify thickness and structural integrity of the existing pavement and base. Pictures of the cores will be included in the final report. Any additional depth beyond depth called out will be paid per lineal foot. The Contractor must perform sufficient survey work to locate holes approximately 5 feet horizontally and approximately 0.5 feet vertically. The Contractor is responsible for locating all utilities prior to starting boring operations.

SOIL BORING LOG REQUIREMENTS: A field boring log will be prepared by the Contractor for each boring with a copy included in the final report. The field boring logs will include;

- The project identification number
- Location of the boring referenced by centerline stationing
- Boring log number
- Method of drilling and sampling, diameter of bore hole
- Date, name of driller and crew
- Ground surface elevation and ground water elevation measured to the nearest 0.5 feet
- Definition of all symbols that are not otherwise self-explanatory
- Classification, thickness, color, moisture condition (dry, moist, wet, saturated), composition and degree of compactness
- Field number of any samples taken, type of sample and depth taken
- Depth at which obstacles were encountered in advancing the boring
- Any other unusual conditions encountered during drilling and sampling

SCHEDULE: A written schedule of the work shall be submitted identifying all work components and showing work start and completion dates required to comply with the schedule. Once work has commenced, the Contractor shall continuously pursue completion in accordance with the approved schedule. The final Geotechnical Report must be delivered to the City by Monday, October 31, 2022.

PROPOSAL SUBMITTAL: An itemized quote shall be submitted for the proposed work using the form at the end of this Request for Proposal (RFP).

COMMUNICATION WITH THE CITY: If any requirements of this RFP are not clearly understood, the Contractor is responsible for contacting the City for further clarification in a prompt manner. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to the RFP.

SUBMISSION: A signed copy of the attached proposal form is requested by **10:00 A.M. Tuesday, August 16, 2022.** Deliver to the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey MN 55303 to the attention of Marsha Weidner, Engineering Assistant. E-mail quotes will be accepted and may be sent to MWeidner@cityoframsey.com.

PROPOSAL UNDERSTANDING: By submitting a proposal, the Contractor agrees to be bound to the terms and conditions herein.

COSTS OF PREPARATION: Under no condition will any costs of preparation of the proposal be reimbursed by the City.

LICENSE AND INSURANCE: By submitting a proposal, the Contractor affirms they shall maintain the following minimum insurance coverage while completing their work as related to this RFP in the following amounts: Commercial General Liability \$1,000,000 per occurrence (written on an occurrence based form bodily injury and property damage); automobile liability \$1,000,000 per occurrence (including hired & non-owned bodily injury and property damage). The City of Ramsey shall be named as an additional insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with the City prior to the work. The Contractor also affirms they shall be licensed to perform the work in the State of Minnesota, and the work shall comply with all state and local laws.

WORKING HOURS: The work shall be carried out during normal working hours so as not to cause any unreasonable nuisance to affected residents and businesses. Under emergency conditions, this limitation may be waived in writing by the Engineer in conjunction with qualified local authority. Normal working hours for this work are considered to be from 7:00 a.m. to 8:00 p.m., Monday through Friday.

WORK AND STAGGING AREAS: The Contractor shall confine their work activities within City owned properties and right of way. No equipment shall be left on City streets outside normal working hours.

SPECIFICATIONS: Work shall be conducted in conformance with the specifications set forth herein and in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction which is incorporated by reference to these specifications.

TRAFFIC CONTROL: All traffic control devices and layouts shall conform and be installed in accordance to the latest addition of the Minnesota Temporary Traffic Control Field Manual.

PAYMENT: Payment will be made upon submittal of an invoice to the City on a net 30 day basis following City acceptance of the work. An IC 134 form will be required prior to final payment.

BASIS OF AWARD: The City will award each individual project to the lowest proposal, rather than the lowest combined total of all three proposals.

BASIS OF PAYMENT: Payment shall be made for the work on the basis specified below. The cost of any additional labor, materials, permits, tools and supplies which have not been specifically

identified in this section for payment, but required to complete the project as per the plans and specifications shall be considered incidental to the project.

Mobilization – Payment shall be made on a lump sum basis for the mobilization of equipment.

Geotechnical Report – Payment shall be made on a lump sum basis as compensation for all development of the geotechnical report meeting the requirements outlined in this RFP.

Soil Boring – Payment shall be made on a per each basis as compensation for all equipment, material and labor costs required for the soil boring and all required documentation of soil borings as outlined in this RFP.

Soil Boring Additional Depth – Payment shall be made on a per lineal foot basis as compensation for all equipment, material and labor costs required for soil boring at depth beyond depth as stated in the introduction. The cost of meeting any Minnesota Department of Health requirement for abandonment of geotechnical soil bore holes, including holes deeper than 15-feet are incidental to this pay item.

Traffic Control – Payment shall be made on a lump sum basis as compensation for all equipment, material, and labor costs required for the installation and maintenance of traffic control measures (signage, barricades, flashers, flaggers, etc.), as directed by the Engineer, for any local traffic disruptions or temporary closures.

PROPOSAL

This proposal is submitted to the City of Ramsey for Pavement Management Program 2023 Projects Geotechnical Reports. That _____ accepts the terms and conditions herein and agrees to deliver the final Geotechnical Reports to the City by Friday, October 31, 2022, and to complete all work described herein for the following unit prices:

IP 23-01 161ST AVENUE RECONSTRUCTION

Item No.	Item Description	Unit	Quantity	Price	Extension
1	Mobilization	LS	1	_____	_____
2	Geotechnical Report	LS	1	_____	_____
3	Soil Boring	EA	7	_____	_____
4	Soil Boring Additional Depth Beyond 15-feet	LF	1	_____	_____
5	Traffic Control	LS	1	_____	_____
Total Proposal Lines 1-5					_____

IP 23-04 167TH AVENUE RECONSTRUCTION

Item Description	Unit	Quantity	Price	Extension
Mobilization	LS	1	_____	_____
Geotechnical Report	LS	1	_____	_____
Soil Boring	EA	12	_____	_____
Soil Boring Additional Depth Beyond 10-feet	LF	1	_____	_____
Traffic Control	LS	1	_____	_____
Total Proposal Lines 1-5				_____

IP 23-05 BARTHEL’S RUM RIVER ACRES 2ND STREET RECONSTRUCTIONS

Item Description	Unit	Quantity	Price	Extension
Mobilization	LS	1	_____	_____
Geotechnical Report	LS	1	_____	_____
Soil Boring	EA	13	_____	_____
Soil Boring Additional Depth Beyond 10-feet	LF	1	_____	_____
Traffic Control	LS	1	_____	_____
Total Proposal Lines 1-5				_____

Contractor Name _____

Owner or representative _____

Phone(s) _____

E-mail _____

Signature _____

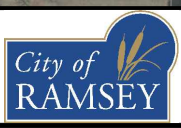
Date _____



DATE	REVISION

DESIGNED BY: ---
DRAWN BY: JJF
CHECKED BY: ---

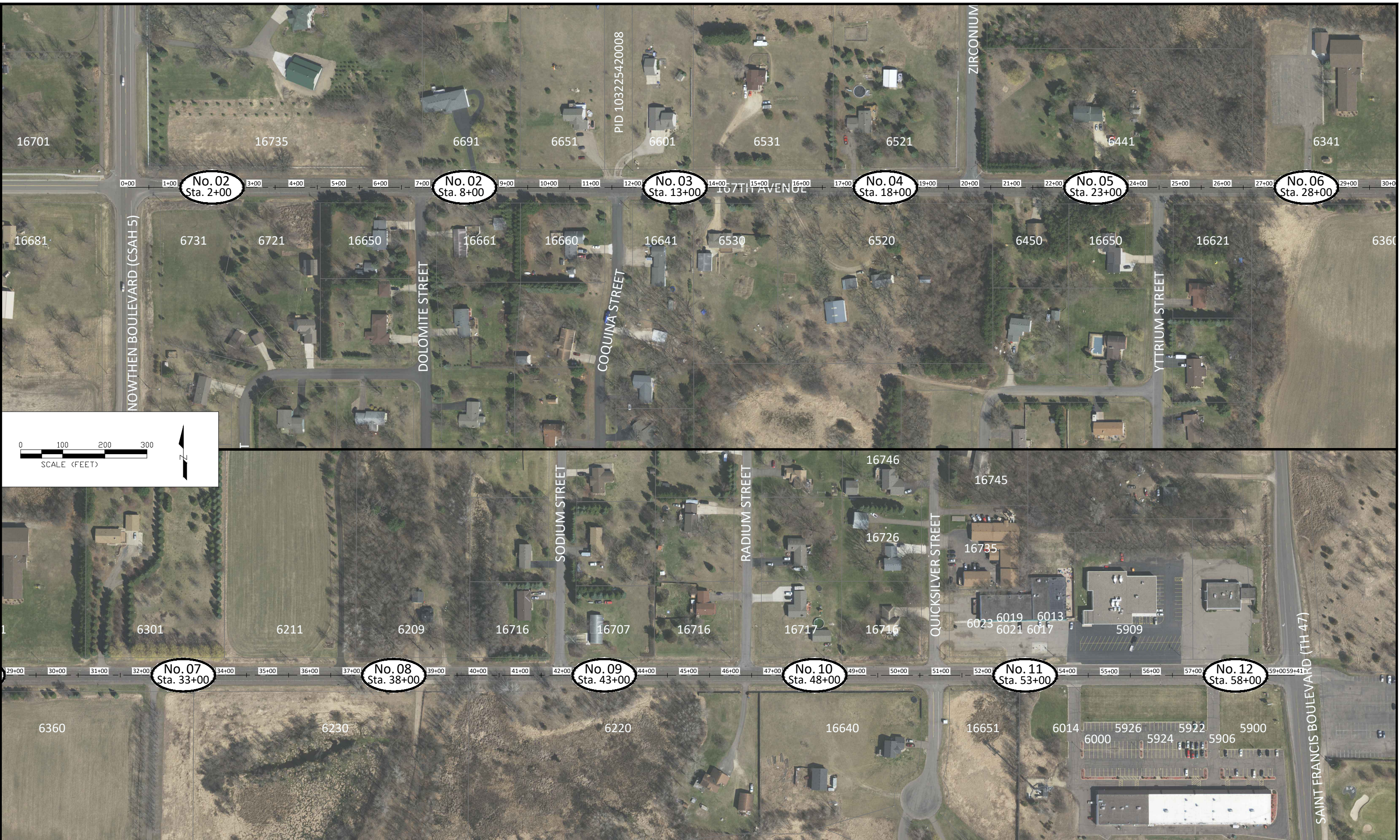
DATE: 08/02/22
FILE: 23-01



CITY OF RAMSEY
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 (763) 427-1410 FAX (763) 433-9898

SOIL BORING LOCATION MAP

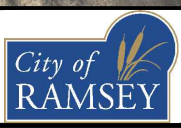
161ST AVENUE RECONSTRUCTION
 CITY PROJECT NO. 23-01
 CITY OF RAMSEY, MINNESOTA



DATE	REVISION

DESIGNED BY: ---
DRAWN BY: JJF
CHECKED BY: ---

DATE: 08/02/22
FILE: 23-04



CITY OF RAMSEY
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 (763) 427-1410 FAX (763) 433-9898

167TH AVENUE (NOWTHEN BLVD. TO T.H. 47)
 SOIL BORING LOCATION MAP

167TH AVENUE RECONSTRUCTION
 CITY PROJECT NO. 23-04
 CITY OF RAMSEY, MINNESOTA



DATE	REVISION

DESIGNED BY: ---	DATE: 08/02/22
DRAWN BY: JJF	FILE: 23-05
CHECKED BY: ---	


CITY OF RAMSEY
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 (763) 427-1410 FAX (763) 433-9898

SOIL BORING LOCATION MAP

**BARTHEL'S RUM RIVER ACRES 2ND STREET
 RECONSTRUCTION
 CITY PROJECT NO. 23-05
 CITY OF RAMSEY, MINNESOTA**

Meeting Date: 08/23/2022

Submitted For: Joe Feriancek, Engineering/Public Works

By: Joe Feriancek, Engineering/Public Works

Information

Title

Adopt Resolution #22-205 Accepting Proposals and Awarding Contract for 2022 MSA Pavement Marking Improvements, Improvement Project #22-13

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #22-205 Accepting Proposals and Awarding Contract for 2022 MSA Pavement Marking Improvements, Improvement Project #22-13.

Background:

Previously pavement markings were completed on a 7-year cycle as part of the annual seal coat improvements project. Since the City suspended the seal coat program indefinitely in 2019, pavement markings are only triggered on Municipal State Aid (MSA) streets during reconstruction and pavement overlay improvements. The current 2022 – 2031 Capital Improvement Program (CIP) includes an annual MSA Pavement Marking Improvements project to perform pavement markings on a 7-year cycle, outside of reconstructions and pavement overlays.

Pavement markings are a critical component of driver and pedestrian safety, and are a required maintenance operation per MSA rules and standards.

A total of 6.05 miles of public street segments is proposed to receive pavement marking improvements in 2022. These street segments were selected based on age since last treatment and the next proposed trigger for a treatment (i.e. seasons until a street reconstruction or pavement overlay).

Plans for the 2022 MSA Pavement Marking Improvements were prepared in-house as part of Staff’s normal duties. A copy of the plans is attached to this case.

City Staff sent request for quotes to three (3) firms, the two (2) quotes received are shown below.

Proposals Received		
Project	Sir Lines-A-Lot	Warning Lites
2022 MSA Pavement Marking Improvements	\$51,234.00	\$35,212.81

Warning Lites submitted the lowest responsible quote. Based on the submitted quotes, Staff recommends accepting the proposal for pavement marking improvements from Warning Lites.

Warning Lites is required to complete their work by September 30, 2022.

Notification:

No notifications were required with this case.

Observations/Alternatives:

Motion to adopt Resolution #22-205 Accepting Proposals and Awarding Contract for 2022 MSA Pavement Marking Improvements, Improvement Project #22-13, to Warning Lites for the proposal in the amount of \$35,212.81.

Funding Source:

Funding for this work is proposed to come from the MSA Fund.

Recommendation:

Staff recommends adopting Resolution #22-205 Accepting Proposals and Awarding Contract for 2022 MSA Pavement Marking Improvements, Improvement Project #22-13, to Warning Lites for the proposal in the amount of \$35,212.81.

Action:

Motion to adopt Resolution #22-205 Accepting Proposals and Awarding Contract for 2022 MSA Pavement Marking Improvements, Improvement Project #22-13, to Warning Lites for the proposal in the amount of \$35,212.81.

Attachments

[Res 22-205](#)

[22-13 Final Plans](#)

[22-13 RFQ](#)

[22-13 CIP Sheet](#)

Form Review

Inbox

Bruce Westby

Brian Hagen

Form Started By: Joe Feriancek

Final Approval Date: 08/18/2022

Reviewed By

Bruce Westby

Brian Hagen

Date

08/18/2022 10:03 AM

08/18/2022 02:24 PM

Started On: 08/15/2022 03:26 PM

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

RESOLUTION #22-205

RESOLUTION ACCEPTING PROPOSALS AND AWARDING CONTRACT FOR 2022 MSA PAVEMENT MARKING IMPROVEMENTS, IMPROVEMENT PROJECT #22-13

WHEREAS, visible pavement marking is a critical component of driver and pedestrian safety; and

WHEREAS, the 2021 – 2032 Capital Improvement Program includes pavement markings on numerous Municipal State Aid streets; and

WHEREAS, requests for proposals were submitted to three (3) firms for the purpose of obtaining quotes for completing the proposed pavement marking improvements; and

WHEREAS, the two (2) proposals received are tabulated below; and

PROPOSALS RECIEVED		
Project	Sir Lines-A-Lot	Warning Lites
2022 MSA Pavement Marking Improvements	\$51,234.00	\$35,212.81

WHEREAS, the quote of Warning Lites. in the total amount of \$35,212.81 for said services in accordance with the prepared proposals is the lowest responsible quote and their quote shall be and hereby is accepted.

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

- 1) The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Warning Lites for said pavement marking services for and on behalf of the City of Ramsey.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of August, 2022.

Mayor

ATTEST:

City Clerk

CITY OF RAMSEY

2022 MSA PAVEMENT MARKING IMPROVEMENTS

CITY IMPROVEMENT PROJECT NO. 22-13

GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ORDINANCES SHALL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

SHEET INDEX

THIS PLAN CONTAINS 16 SHEETS

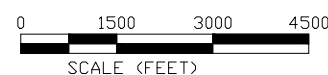
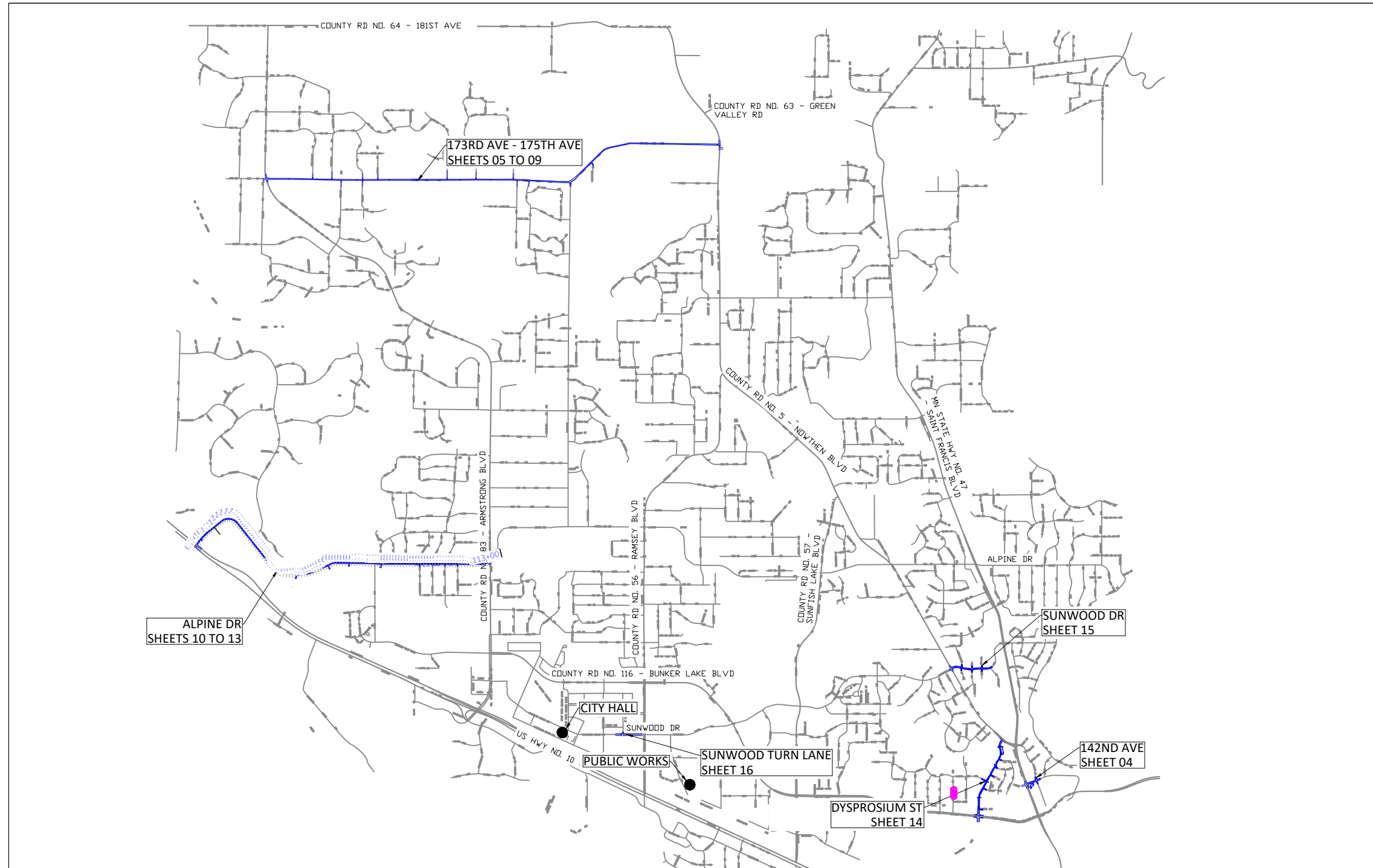
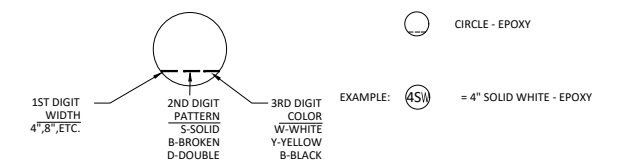
SHEET No.	DESCRIPTION
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01	TITLE SHEET
02	STATEMENT OF ESTIMATED QUANTITIES
03	TABULATIONS
04	PAVEMENT MARKING 142ND AVE
05 - 09	PAVEMENT MARKING 173RD AVE - 175TH AVE
10 - 13	PAVEMENT MARKING ALPINE DR
14	PAVEMENT MARKING DYSPROSIUM ST
15	PAVEMENT MARKING SUNWOOD DR
16	PAVEMENT MARKING SUNWOOD TURN LANE

LEGEND

- PAVEMENT MARKING REMOVAL
- STOP BAR REMOVAL
- RAILROAD CROSSING MARKING
- PAVEMENT MARKING
- CROSSWALK MARKING
- STOP BAR MARKING
- TURN ARROW

STRIPING KEY & LEGEND



CITY OF RAMSEY
7550 SUNWOOD DRIVE
RAMSEY, MN 55303
(763) 427-1410 FAX (763) 433-9898

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL 1-800-252-1166 OR 651-454-0002



Call before you dig
811
651 454-0002 Metro
800 252-1166 Outstate
www.gopherstateonecall.org

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

JOE FERJANCEK, P.E.
CIVIL ENGINEER II

57095 DATE 08/11/22
LIC. NO.

DATE	REVISION

22-13 2022 MSA PAVEMENT MARKING IMPROVEMENTS

STATEMENT OF ESTIMATED QUANTITIES

NOTE	ITEM No.	MNDOT No.	DESCRIPTION	UNIT	ESTIMATED QUANTITY
	1	2021.501	MOBILIZATION	LS	1
1,2	2	2102.503	PAVEMENT MARKING REMOVAL	LF	208
1	3	2102.518	PAVEMENT MARKING REMOVAL	SF	92
	4	2563.601	TRAFFIC CONTROL	LS	1
	5	2582.501	PAVT MSSG (LT ARROW) - EPOXY	EA	2
	6	2582.501	PAVT MSSG (RT ARROW) - EPOXY	EA	3
3	7	2582.502	4" DOUBLE SOLID LINE YELLOW - EPOXY	LF	17,396
	8	2582.502	4" SOLID LINE YELLOW - EPOXY	LF	7,842
	9	2582.502	4" SOLID LINE WHITE - EPOXY	LF	57,781
	10	2582.502	24" SOLID LINE YELLOW - EPOXY	LF	44
	11	2582.502	24" SOLID LINE WHITE - EPOXY	LF	117
	12	2582.518	CROSSWALK - EPOXY	SF	576
	13	2582.518	RAILROAD CROSSING - EPOXY	SF	96

PAY ITEM NOTES:

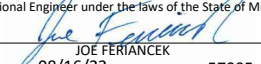
1. REMOVALS SHALL BE MARKED IN THE FIELD BY CITY STAFF.
2. REMOVAL OF DOUBLE SOLID LINE IS PAID BY LINEAR FOOT FOR EACH SOLID LINE.
EXAMPLE: 50 LF OF DOUBLE SOLID LINE REMOVAL EQUALS 100 LF OF PAVEMENT MARKING REMOVAL.
3. 4" DOUBLE SOLID LINE SHALL BE SPACED 4" APART AS MEASURED AT THE INSIDE EDGES OF THE LINES.

PERMANENT PAVEMENT MARKING GENERAL NOTES AND GUIDELINES:

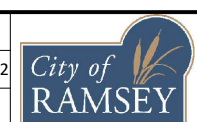
1. THE ENGINEER'S INVOLVEMENT IN THE APPLICATION OF THE MATERIAL SHALL BE LIMITED TO FIELD CONSULTATION AND INSPECTION. THE CONTRACTOR WILL PLACE NECESSARY "SPOTTING" AT APPROPRIATE POINTS TO PROVIDE HORIZONTAL CONTROL FOR STRIPING TO DETERMINE NECESSARY STARTING AND CUTOFF POINTS. LONGITUDINAL JOINTS, PAVEMENT EDEGES AND EXISTING MARKINGS MAY SERVE AS HORIZONTAL CONTROL WHEN SO DIRECTED.
2. EDGE LINES AND LANE LINES ARE TO BE BROKEN ONLY AT INTERSECTIONS WITH PUBLIC ROADS AND AT PRIVATE ENTRANCES IF THEY ARE CONTROLLED BY A YIELD SIGN, STOP SIGN OR TRAFFIC SIGNAL. THE BREAK POINT IS TO BE AT THE START OF THE RADIUS FOR THE INTERSECTION OR AT MARKED STOP LINES OR CROSSWALKS.
3. TOLERANCE OF 1/4 INCH UNDER OR 1/4 OVER THE SPECIFIED WIDTH WILL BE ALLOWED FOR STRIPING PROVIDED THE VARIATION IS GRADUAL AND DOES NOT DETRACT FROM THE GENERAL APPEARANCE. BROKEN LINE SEGMENTS MAY VARY UP TO 1/2 FOOT FROM THE SPECIFIED LENGTHS PROVIDED THE OVER AND UNDER VARIATIONS ARE REASONABLY COMPENSATORY. ALIGNMENT DEVIATIONS FROM THE CONTROL GUIDE SHALL NOT EXCEED 1 INCH. MATERIAL SHALL NOT BE APPLIED OVER LONGITUDINAL JOINTS. ESTABLISHMENT OF APPLICATION TOLERANCES SHALL NOT RELIEVE THE CONTRACTOR OF THEIR RESPONSIBILITY TO COMPLY AS CLOSELY AS PRACTICABLE WITH THE PLANNED DIMENSIONS.
4. THE ROAD SURFACE SHALL BE CLEANED AT THE DIRECTION OF THE ENGINEER JUST PRIOR TO APPLICATION. PAVEMENT CLEANING SHALL CONSIST OF AT LEAST BRUSHING WITH A ROTARY BROOM (NON-METALLIC) OR AS RECOMMENDED BY THE MATERIAL MANUFACTURER AND ACCEPTABLE TO THE ENGINEER. THIS WORK SHALL BE INCIDENTAL TO PAVEMENT MARKING.
5. THE EPOXY MARKING APPLICATION SHALL IMMEDIATELY FOLLOW THE PAVEMENT CLEANING. GLASS BEADS SHALL BE APPLIED IMMEDIATELY AFTER APPLICATION OF THE EPOXY RESIN LINE TO PROVIDE AN IMMEDIATE NO-TRACK SYSTEM.
6. APPLY EPOXY MARKINGS WITH A MINIMUM THICKNESS OF 20 MILS, GLASS BEADS SHALL BE APPLIED AT A RATE OF AT LEAST 25 LB/GAL. THE "NO-TRACKING" CONDITION SHALL BE DETERMINED ON AN APPLICATION OF SPECIFIED THICKNESS TO THE PAVEMENT AND COVERED WITH GLASS BEADS AT THE RATE OF AT LEAST 25 LB/GAL.
7. OPERATIONS SHALL BE CONDUCTED ONLY WHEN THE ROAD PAVEMENT SURFACE TEMPERATURES ARE 50 DEGREES OR GREATER.
8. PERMANENT PAVEMENT MARKINGS SHALL NOT BE PLACED OVER TEMPORARY TAPE MARKINGS.

DATE	REVISION
08/16/22	CHANGED ALL MARKINGS TO EPOXY & MODIFIED NOTE 6

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota


 JOE FERIANCEK
 Date 08/16/22 Lic. No. 57095

DESIGNED BY:	LWC	DATE:	08/16/22
DRAWN BY:	LWC	FILE:	22-13
CHECKED BY:	JJF		

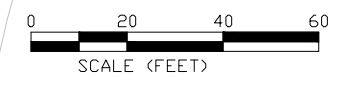


CITY OF RAMSEY
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 (763) 427-1410 FAX (763) 433-9898

22-13 - STATEMENT OF ESTIMATED QUANTITIES

2022 MSA PAVEMENT MARKING IMPROVEMENTS
 CITY PROJECT NO. 22-13
 CITY OF RAMSEY, MINNESOTA

2022 MSA Pavement Marking Improvements																	
142ND Ave Striping Summary																	
DESCRIPTION	DIRECTION	STATION		PAVEMENT MESSAGE (EPOXY)				TRAIN CROSSING	4" SOLID LINE (EPOXY)		4" DOUBLE SOLID LINE (EPOXY)		4" BROKEN LINE (EPOXY)		4" DASHED LINE (EPOXY)		24" SOLID LINE (EPOXY)
		START	END	CROSS WALK	STOP BAR	LEFT TURN	RIGHT TURN		WHITE	YELLOW	YELLOW	YELLOW	WHITE	YELLOW	WHITE	YELLOW	
CENTERLINE		0+35	1+69								134						
STOP BAR		0+60	0+66		13												
CENTERLINE		0+69	1+69								100						
TRANSVERSE MARKINGS		0+69	1+69														
TOTALS				0	13	0	0	0	0	0	234	0	0	0	44	44	
173rd Ave - 175th Ave Striping Summary																	
DESCRIPTION	DIRECTION	STATION		PAVEMENT MESSAGE (EPOXY)				TRAIN CROSSING	4" SOLID LINE (EPOXY)		4" DOUBLE SOLID LINE (EPOXY)		4" BROKEN LINE (EPOXY)		4" DASHED LINE (EPOXY)		24" SOLID LINE (EPOXY)
		START	END	CROSS WALK	STOP BAR	LEFT TURN	RIGHT TURN		WHITE	YELLOW	YELLOW	YELLOW	WHITE	YELLOW	WHITE	YELLOW	
FOG LINE	EB	0+00	25+33						2533								
FOG LINE	WB	0+17	15+55						1538								
12' R TURN LANE	WB	0+29	2+83						254								
CENTERLINE		0+34	9+94								960						
CENTERLINE		9+94	17+28							734			140				
FOG LINE	WB	16+17	22+21						604								
CENTERLINE		17+28	35+23										360				
FOG LINE	WB	22+84	32+80						996								
FOG LINE	EB	26+10	32+80						670								
FOG LINE	EB	33+37	86+18						5281								
FOG LINE	WB	33+37	38+05						468								
CENTERLINE		35+23	42+37							714			150				
FOG LINE	WB	38+67	61+90														
CENTERLINE		42+37	43+84									30					
CENTERLINE		43+84	49+86							602			120				
CENTERLINE		49+86	94+10										890				
FOG LINE	WB	62+60	71+92						932								
FOG LINE	WB	72+50	84+81						1231								
FOG LINE	WB	85+38	160+62						7524								
FOG LINE	EB	86+72	90+21						349								
FOG LINE	EB	90+88	104+50						1362								
CENTERLINE		94+10	101+38							728			140				
CENTERLINE		101+38	113+68								1230						
12' R TURN LANE	EB	101+59	104+50						291								
BYPASS LANE	WB	104+50	106+63											40			
FOG LINE	EB	105+27	114+35						908								
CENTERLINE		113+68	121+50							782			160				
FOG LINE	EB	114+93	160+62						4569								
CENTERLINE		121+50	129+22									772					
CENTERLINE		129+22	137+72							850			170				
CENTERLINE		137+72	150+12										240				
CENTERLINE		150+12	155+36							524			100				
CENTERLINE		155+36	160+62								526						
12' R TURN LANE	EB	158+22	160+62						240								
TOTALS				0	0	0	0	0	29750	4934	3488	2500	40				
Dysprosium St Striping Summary																	
DESCRIPTION	DIRECTION	STATION		PAVEMENT MESSAGE (EPOXY)				TRAIN CROSSING	4" SOLID LINE (EPOXY)		4" DOUBLE SOLID LINE (EPOXY)		4" BROKEN LINE (EPOXY)		4" DASHED LINE (EPOXY)		24" SOLID LINE (EPOXY)
		START	END	CROSS WALK	STOP BAR	LEFT TURN	RIGHT TURN		WHITE	YELLOW	YELLOW	YELLOW	WHITE	YELLOW	WHITE	YELLOW	
FOG LINE	SB	0+56	3+86						330								
CENTERLINE		0+65	9+77														
12' L TURN LANE	SB	0+65	2+60						195								
12' R TURN LANE	SB	0+65	2+60						195								
6' SHOULDER	NB	0+85	2+04						119								
R TURN ARROW	SB	1+03	1+09														
L TURN ARROW	SB	1+03	1+09			1											
R TURN ARROW	SB	1+33	1+39				1										
FOG LINE EB	NB	2+73	9+68						695								
6' SHOULDER	SB	3+86	9+53						567								
FOG LINE	SB	9+53	10+50						97								
CROSSWALK		9+57	9+65							72							
CENTERLINE		10+31	12+37														
FOG LINE	NB	10+40	14+87						447								
6' SHOULDER	SB	10+50	12+22						172								
CENTERLINE		12+93	14+97														
6' SHOULDER	SB	12+97	14+68						171								
CROSSWALK		13+01	13+09							72							
FOG LINE	SB	14+68	15+73						105								
CENTERLINE		15+49	18+15														
CROSSWALK		15+54	15+62							72							
FOG LINE	NB	15+55	18+07						252								
6' SHOULDER	SB	15+73	17+51						178								
FOG LINE	SB	17+51	21+95						444								
CENTERLINE		18+73	21+14														
FOG LINE	NB	18+73	21+03						230								
CENTERLINE		21+70	27+94														
CROSSWALK		21+75	21+83							72							
FOG LINE	NB	21+77	23+07						130								
6' SHOULDER	SB	21+95	25+65						370								
FOG LINE	NB	23+55	25+44						189								
FOG LINE	SB	26+10	28+03						193								
4' SHOULDER	NB	26+36	27+94						158								
12' R TURN LANE	NB	26+64	27+94						130								
TOTALS				288	0	1	2	0	5367	0	2453	0	0	0	0	0	0
Sunwood Dr Striping Summary																	
DESCRIPTION	DIRECTION	STATION		PAVEMENT MESSAGE (EPOXY)				TRAIN CROSSING	4" SOLID LINE (EPOXY)		4" DOUBLE SOLID LINE (EPOXY)		4" BROKEN LINE (EPOXY)		4" DASHED LINE (EPOXY)		24" SOLID LINE (EPOXY)
		START	END	CROSS WALK	STOP BAR	LEFT TURN	RIGHT TURN		WHITE	YELLOW	YELLOW	YELLOW	WHITE	YELLOW	WHITE	YELLOW	
CROSS WALK		0+00	0+08						168								
CENTERLINE		0+12	2+80														
6' SHOULDER	EB	0+12	2+80						268								
12' R TURN LANE	WB	0+12	2+80						268								
CENTERLINE		3+43	6+44														
6' SHOULDER	EB	3+43	6+44						310								
6' SHOULDER	WB	3+43	6+44						310								
CENTERLINE		7+07	9+90														
6' SHOULDER	EB	7+07	9+90						283								
6' SHOULDER	WB	7+07	9+90						283								
TOTALS				168	0	0	0	0	1722	0	861	0	0	0	0	0	0
Sunwood Turn Lane Striping Summary																	
DESCRIPTION	DIRECTION	STATION		PAVEMENT MESSAGE (EPOXY)				TRAIN CROSSING	4" SOLID LINE (EPOXY)		4" DOUBLE SOLID LINE (EPOXY)		4" BROKEN LINE (EPOXY)		4" DASHED LINE (EPOXY)		24" SOLID LINE (EPOXY)
		START	END	CROSS WALK	STOP BAR	LEFT TURN	RIGHT TURN		WHITE	YELLOW	YELLOW	YELLOW	WHITE	YELLOW	WHITE	YELLOW	
R TURN ARROW	EB	0+00	0+06														
CENTERLINE		0+93	2+04														
11' L TURN LANE	WB	0+93	1+53						60								
L TURN ARROW	WB	1+23	1+29														
TOTALS				0	0	1	1	0	60	0	111	0	0	0	0	0	0



2'x 13' STOP BAR - EPOXY

4SY

24SY

5195

XKIMO ST

14201

142ND AVE

0+00 1+00 2+00 3+00 3+72

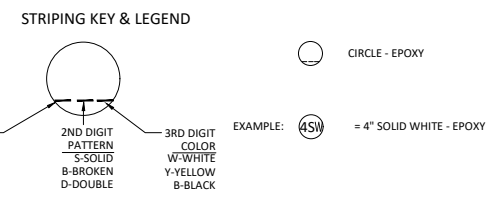
14150

ST FRANCIS BLVD (CSAH 47)

14125

LEGEND

PAVEMENT MARKING
STOP BAR MARKING



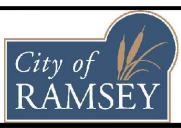
DATE	REVISION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Joe Feriancek
JOE FERIANCEK
Date 08/11/22 Lic. No. 57095

DESIGNED BY: LWC
DRAWN BY: LWC
CHECKED BY: JJF

DATE: 08/11/22
FILE: 22-13

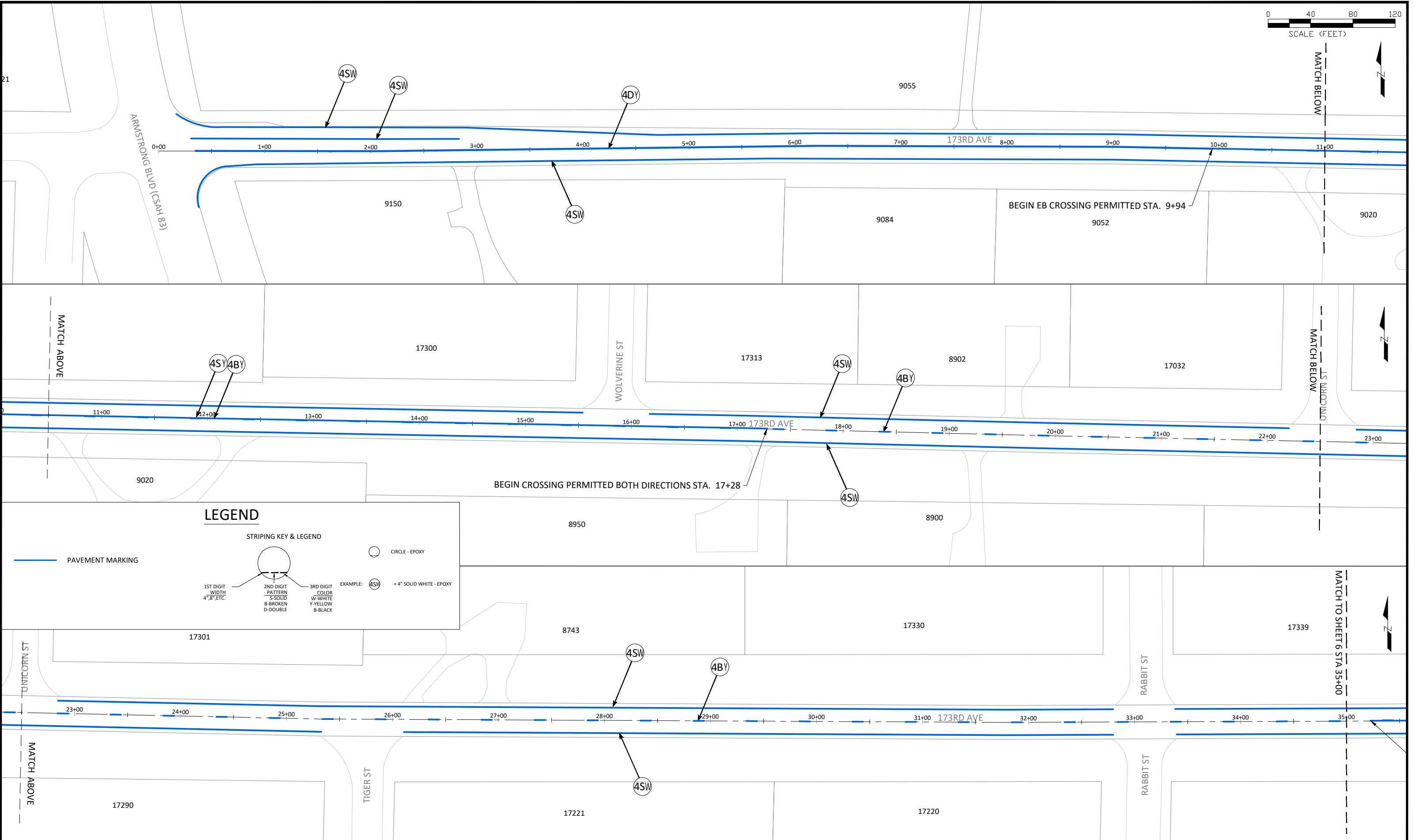
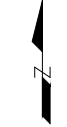
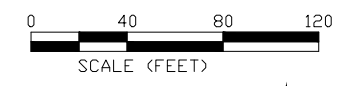


CITY OF RAMSEY
7550 SUNWOOD DRIVE
RAMSEY, MN 55303
(763) 427-1410 FAX (763) 433-9898

22-13 - PAVEMENT MARKING 142ND AVE

2022 MSA PAVEMENT MARKING IMPROVEMENTS
CITY PROJECT NO. 22-13
CITY OF RAMSEY, MINNESOTA

SHEET 04 OF 16 SHEETS



LEGEND

PAVEMENT MARKING

STRIPING KEY & LEGEND

1ST DIGIT WIDTH 4", 8", ETC.	2ND DIGIT PATTERN S-SOLID B-BROKEN D-DOUBLE	3RD DIGIT COLOR W-WHITE Y-YELLOW B-BLACK
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EXAMPLE: (4SW) = 4" SOLID WHITE - EPOXY

CIRCLE - EPOXY

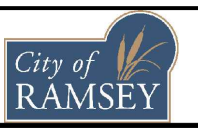
DATE	REVISION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Joe Feriancek
 JOE FERIANCEK
 Date 08/11/22 Lic. No. 57095

DESIGNED BY: LWC
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 CHECKED BY: JJF

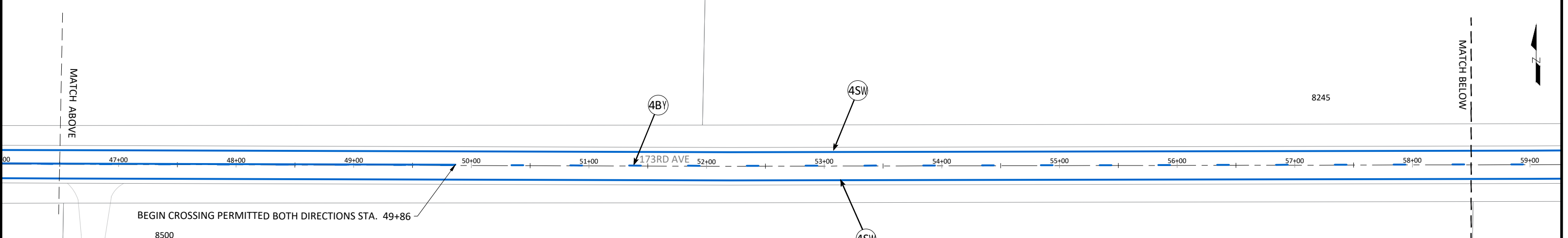
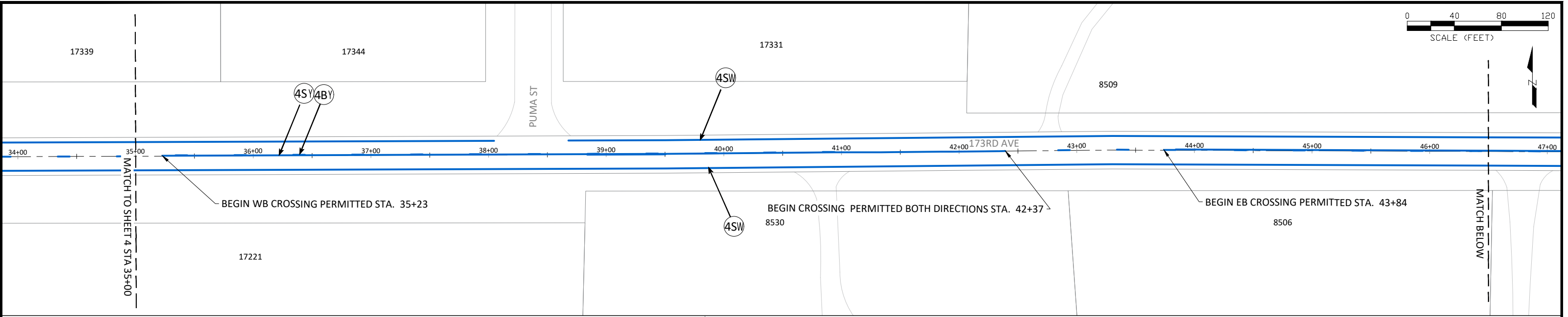
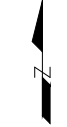
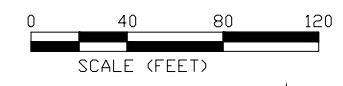
DATE: 08/11/22
 FILE: 22-13



CITY OF RAMSEY
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 (763) 427-1410 FAX (763) 433-9898

22-13 - PAVEMENT MARKING 173RD AVE -175TH AVE

2022 MSA PAVEMENT MARKING IMPROVEMENTS
 CITY PROJECT NO. 22-13
 CITY OF RAMSEY, MINNESOTA

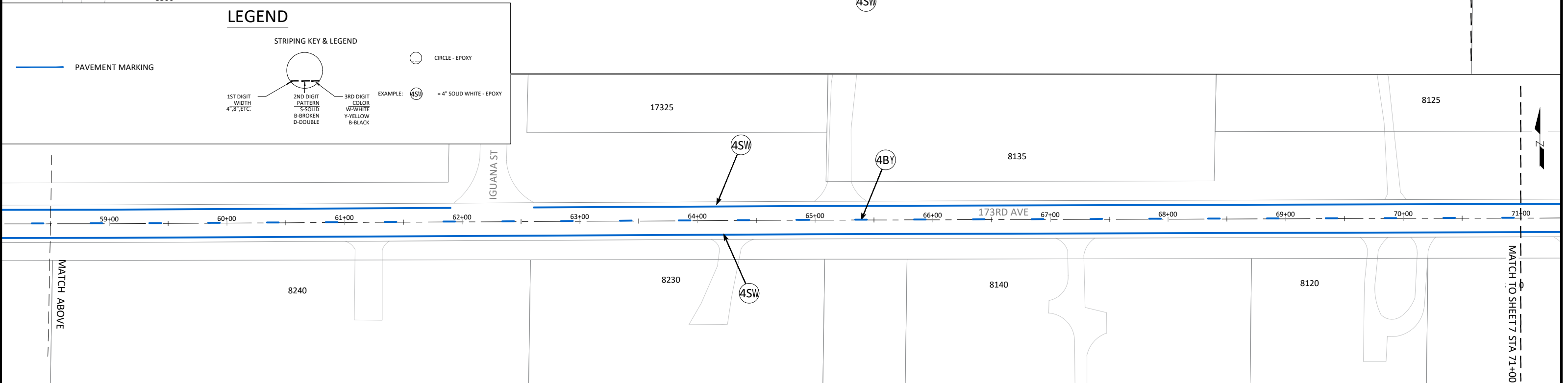


LEGEND

PAVEMENT MARKING

STRIPING KEY & LEGEND

1ST DIGIT WIDTH 4", 8", ETC.	2ND DIGIT PATTERN S-SOLID B-BROKEN D-DOUBLE	3RD DIGIT COLOR W-WHITE Y-YELLOW B-BLACK	EXAMPLE: (4SW) = 4" SOLID WHITE - EPOXY	CIRCLE - EPOXY
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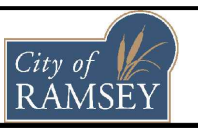
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 FILE: 22-13

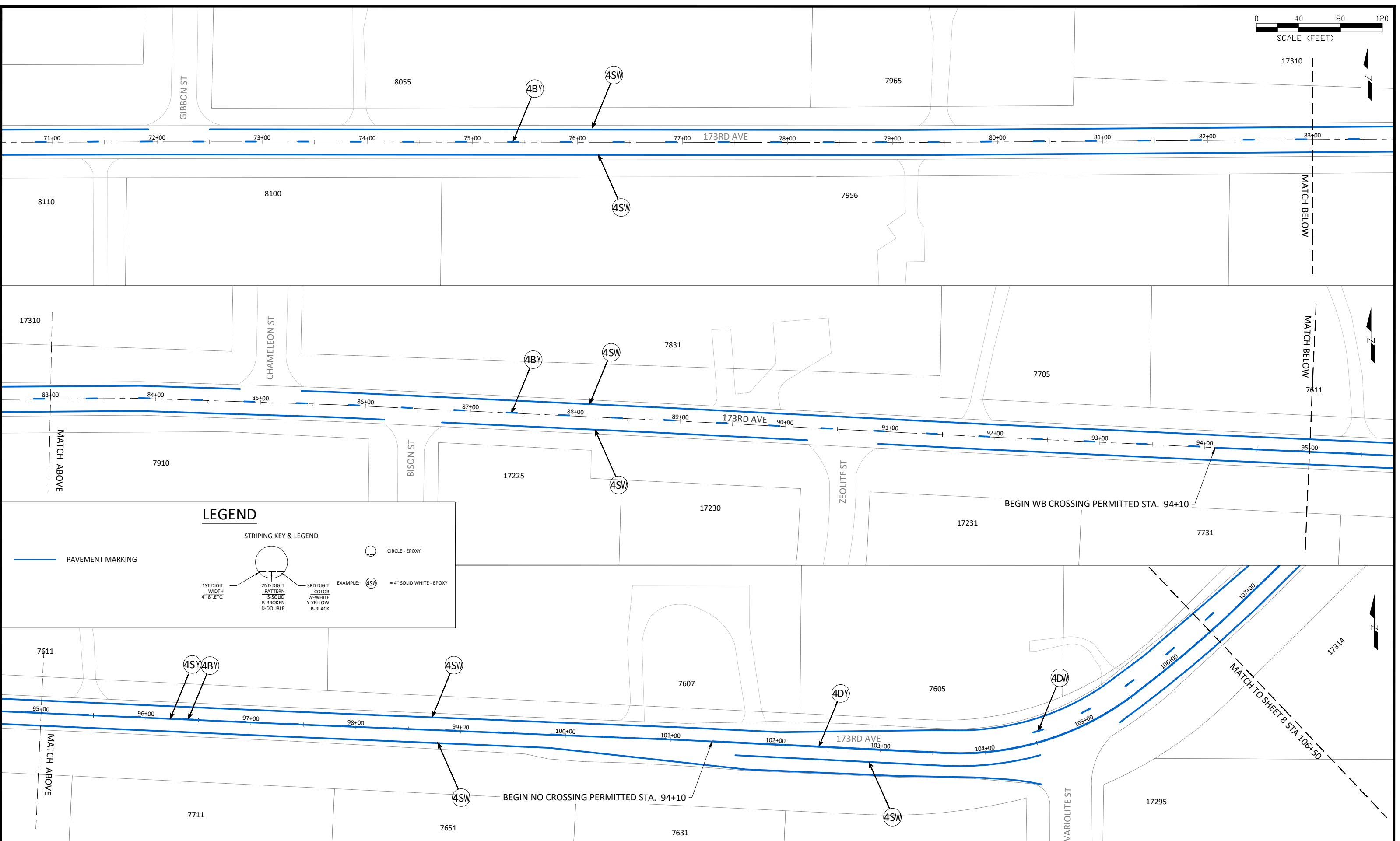
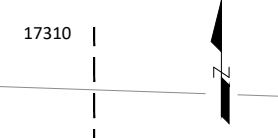
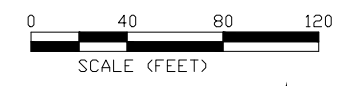


CITY OF RAMSEY
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 (763) 427-1410 FAX (763) 433-9898

22-13 - PAVEMENT MARKING 173RD AVE -175TH AVE

2022 MSA PAVEMENT MARKING IMPROVEMENTS
 CITY PROJECT NO. 22-13
 CITY OF RAMSEY, MINNESOTA

SHEET 06 OF 16 SHEETS



LEGEND

PAVEMENT MARKING

STRIPING KEY & LEGEND

1ST DIGIT WIDTH 4", 8", ETC.	2ND DIGIT PATTERN S-SOLID B-BROKEN D-DOUBLE	3RD DIGIT COLOR W-WHITE Y-YELLOW B-BLACK	EXAMPLE: (4SW) = 4" SOLID WHITE - EPOXY	CIRCLE - EPOXY
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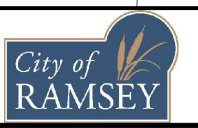
DATE	REVISION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Joe Feriancek
 JOE FERIANCEK
 Date 08/11/22 Lic. No. 57095

DESIGNED BY: LWC
 DRAWN BY: LWC
 CHECKED BY: JJF

DATE: 08/11/22
 FILE: 22-13

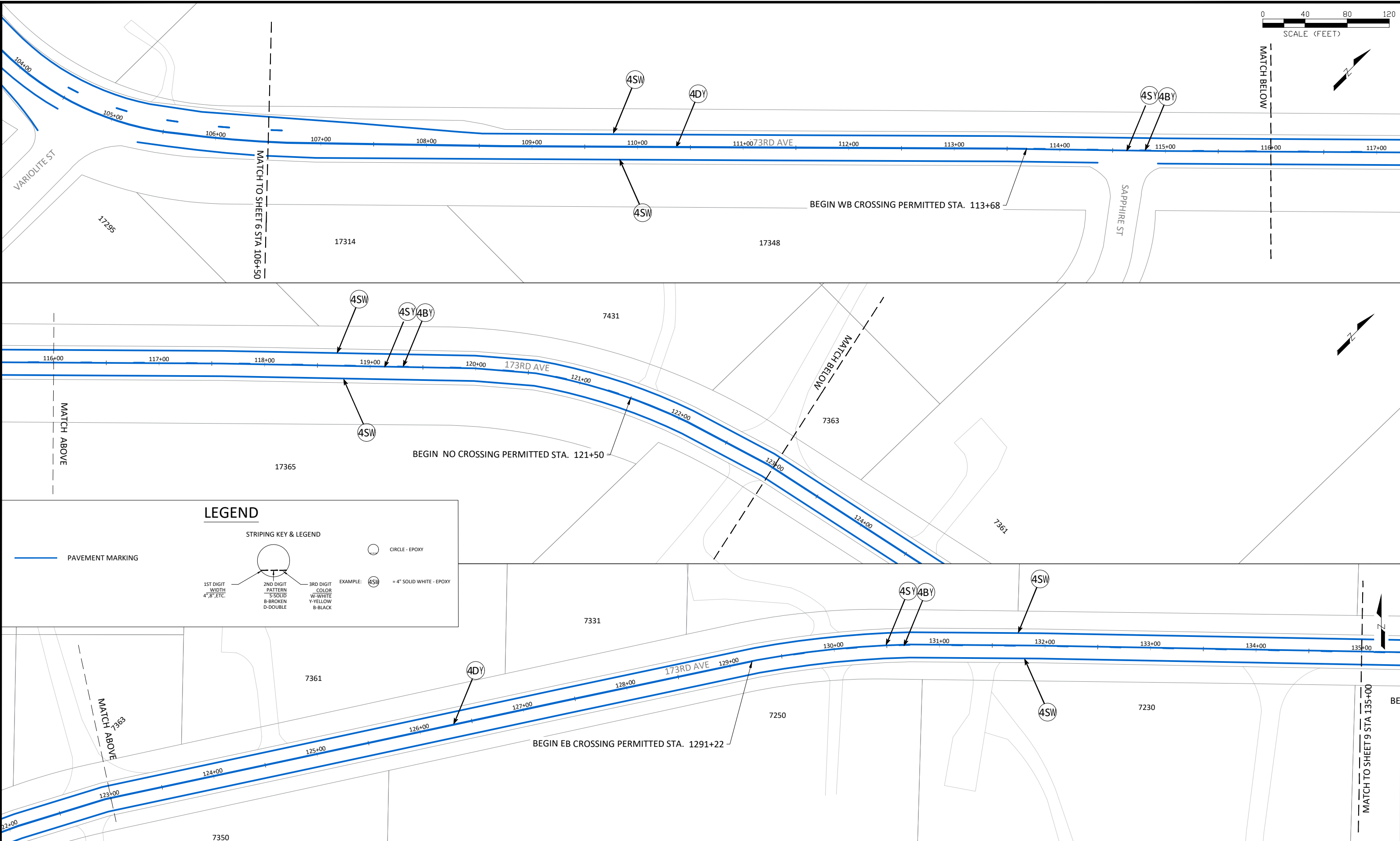
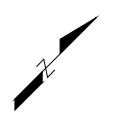
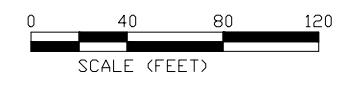


CITY OF RAMSEY
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 (763) 427-1410 FAX (763) 433-9898

22-13 - PAVEMENT MARKING 173RD AVE -175TH AVE

2022 MSA PAVEMENT MARKING IMPROVEMENTS
 CITY PROJECT NO. 22-13
 CITY OF RAMSEY, MINNESOTA

SHEET 07 OF 16 SHEETS



LEGEND

PAVEMENT MARKING

STRIPING KEY & LEGEND

1ST DIGIT WIDTH 4", 8", ETC.	2ND DIGIT PATTERN S-SOLID B-BROKEN D-DOUBLE	3RD DIGIT COLOR W-WHITE Y-YELLOW B-BLACK	EXAMPLE: 4SW = 4" SOLID WHITE - EPOXY	CIRCLE - EPOXY
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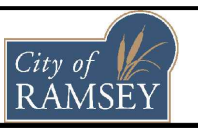
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Joe Feriancek
 JOE FERIANCEK
 Date 08/11/22 Lic. No. 57095

DESIGNED BY: LWC
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 CHECKED BY: JJF

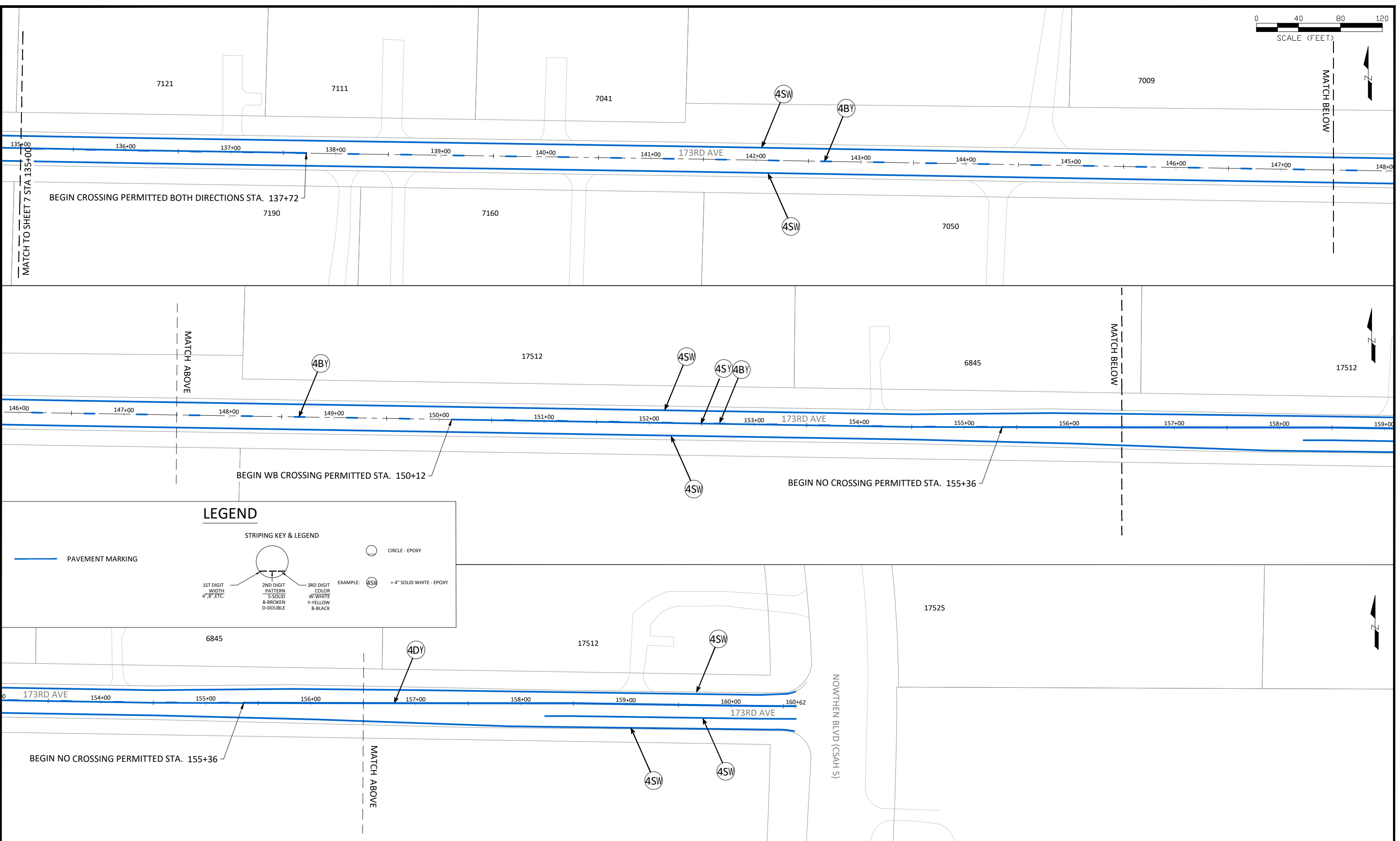
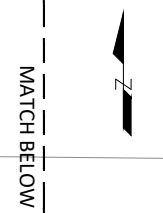
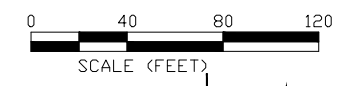
DATE: 08/11/22
 FILE: 22-13



CITY OF RAMSEY
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 (763) 427-1410 FAX (763) 433-9898

22-13 - PAVEMENT MARKING 173RD AVE -175TH AVE

2022 MSA PAVEMENT MARKING IMPROVEMENTS
 CITY PROJECT NO. 22-13
 CITY OF RAMSEY, MINNESOTA



LEGEND

PAVEMENT MARKING

STRIPING KEY & LEGEND

1ST DIGIT WIDTH 4", 8", ETC.	2ND DIGIT PATTERN S-SOLID B-BROKEN D-DOUBLE	3RD DIGIT COLOR W-WHITE Y-YELLOW B-BLACK	EXAMPLE: (4SW) = 4" SOLID WHITE - EPOXY	CIRCLE - EPOXY
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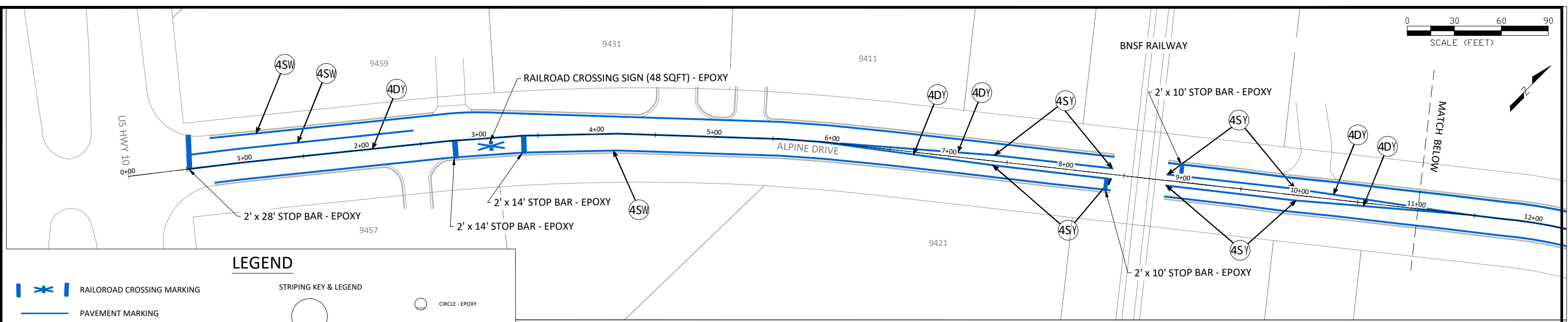
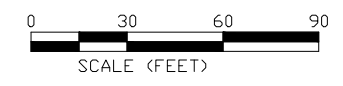
Joe Feriancek
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 Date 08/11/22 Lic. No. 57095

DESIGNED BY:	LWC
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CHECKED BY:	JJF

CITY OF RAMSEY
 7550 SUNWOOD DRIVE
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 (763) 427-1410 FAX (763) 433-9898

22-13 - PAVEMENT MARKING 173RD AVE -175TH AVE

2022 MSA PAVEMENT MARKING IMPROVEMENTS
 CITY PROJECT NO. 22-13
 CITY OF RAMSEY, MINNESOTA



LEGEND

RAILROAD CROSSING MARKING

PAVEMENT MARKING

STOP BAR MARKING

STRIPING KEY & LEGEND

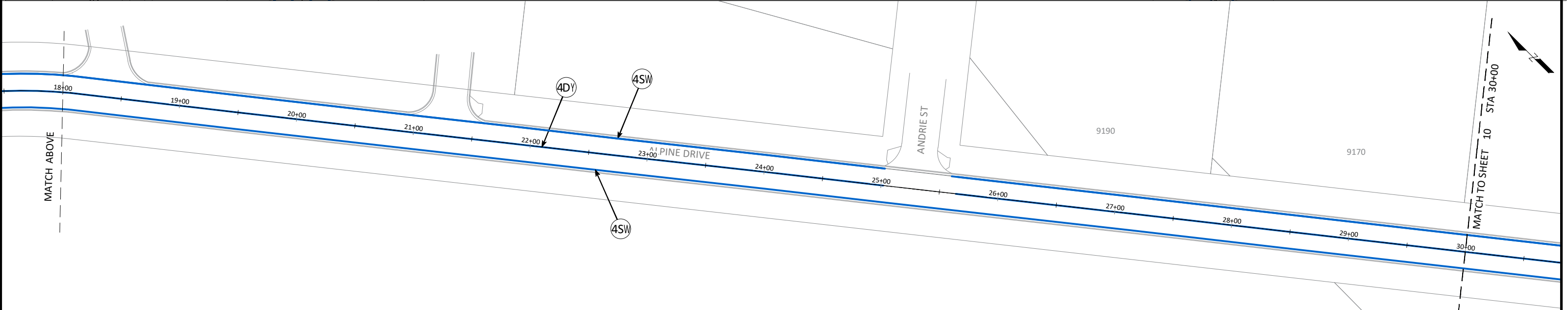
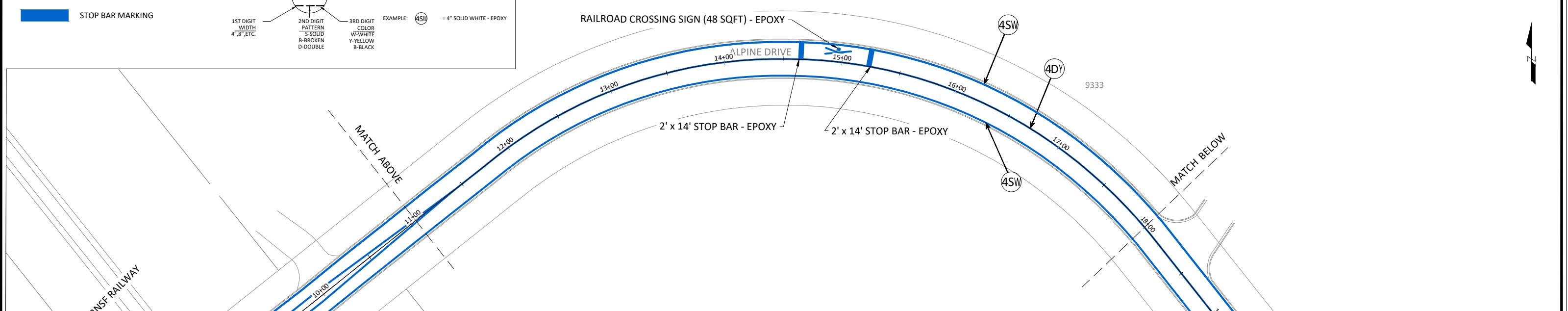
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2ND DIGIT PATTERN S-SOLID W-WHITE Y-YELLOW D-DOUBLE

3RD DIGIT COLOR W-WHITE Y-YELLOW B-BLACK

EXAMPLE: (4SW) = 4" SOLID WHITE - EPOXY

CIRCLE - EPOXY



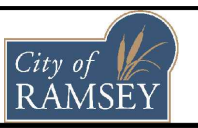
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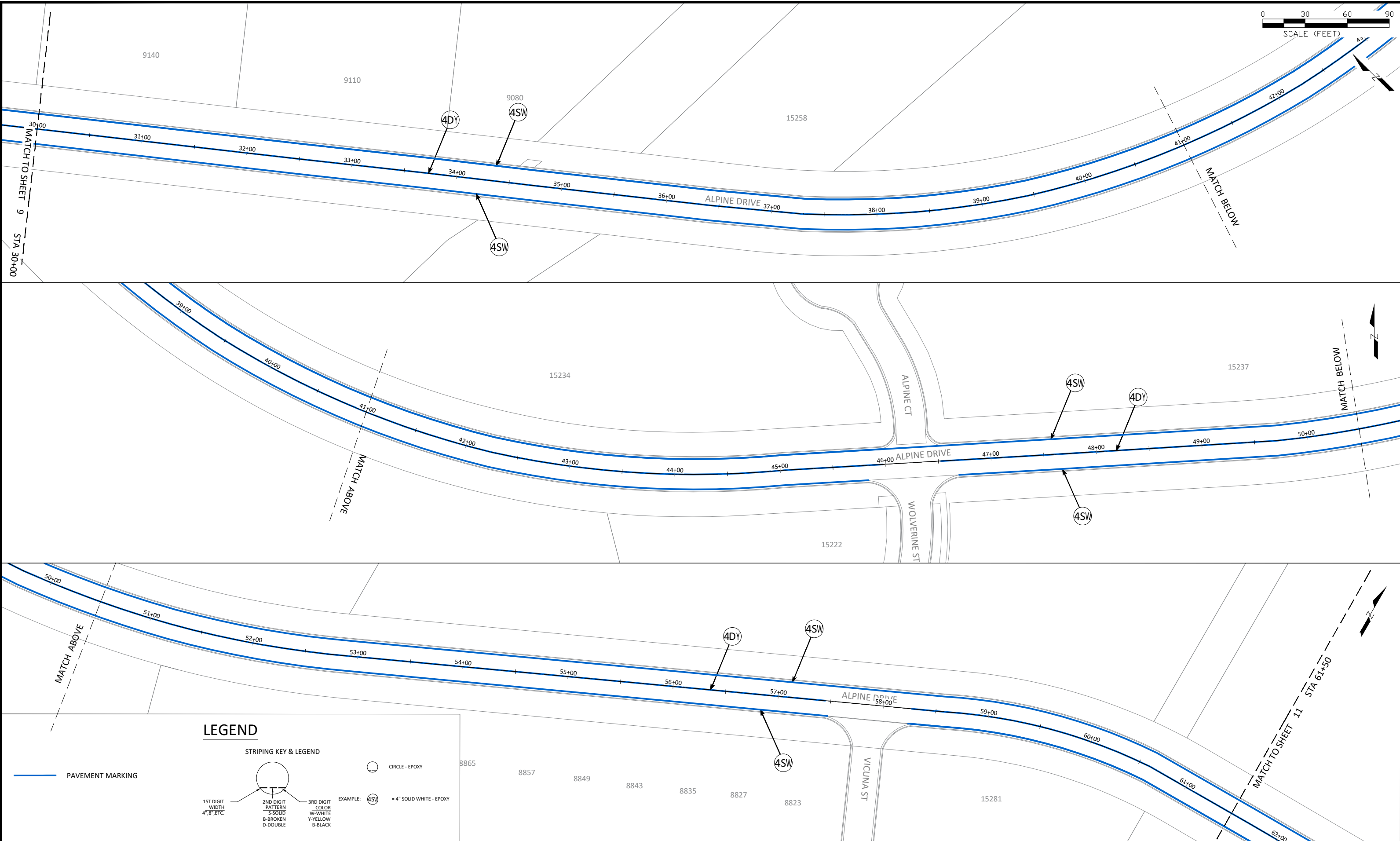
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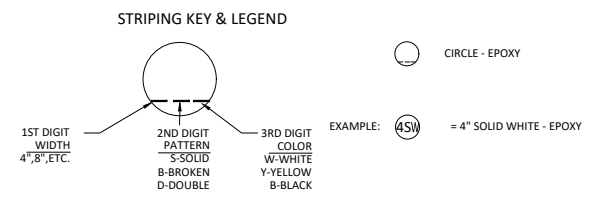
CITY OF RAMSEY
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 (763) 427-1410 FAX (763) 433-9898

22-13 - PAVEMENT MARKING ALPINE DR

2022 MSA PAVEMENT MARKING IMPROVEMENTS
 CITY PROJECT NO. 22-13
 CITY OF RAMSEY, MINNESOTA



LEGEND



DATE	REVISION

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Joe Feriancek
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 Date 08/11/22 Lic. No. 57095

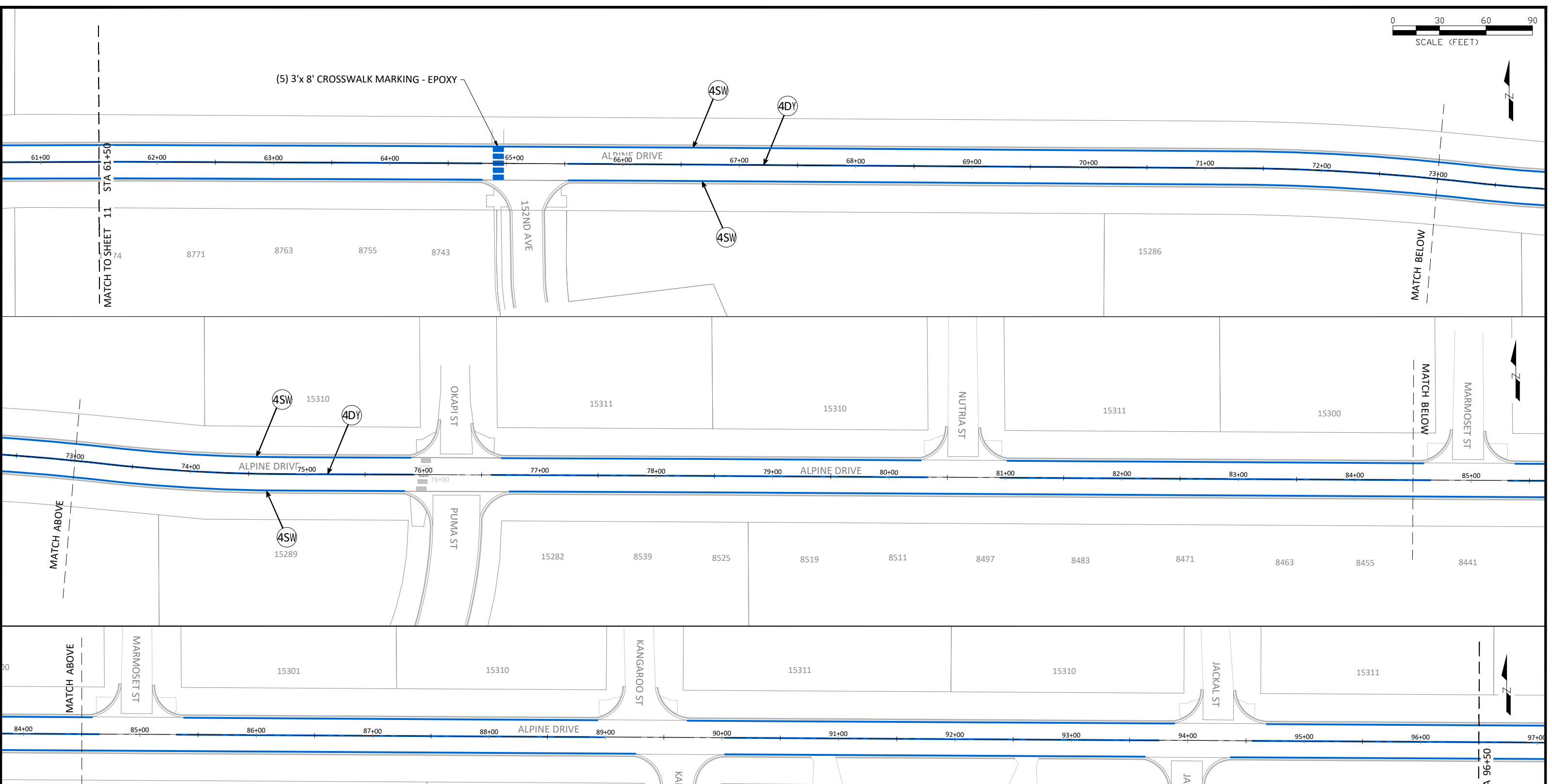
DESIGNED BY:	LWC
DRAWN BY:	LWC
CHECKED BY:	JJF

DATE: 08/11/22
 FILE: 22-13

CITY OF RAMSEY
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 (763) 427-1410 FAX (763) 433-9898

22-13 - PAVEMENT MARKING ALPINE DR

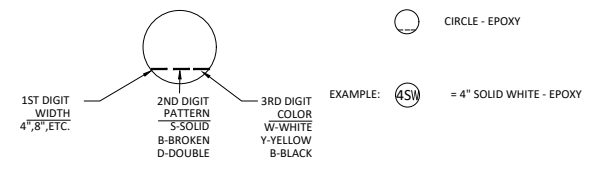
2022 MSA PAVEMENT MARKING IMPROVEMENTS
 CITY PROJECT NO. 22-13
 CITY OF RAMSEY, MINNESOTA



LEGEND

STRIPING KEY & LEGEND

PAVEMENT MARKING
CROSSWALK MARKING



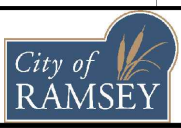
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Date 08/11/22 Lic. No. 57095

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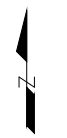
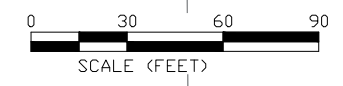


CITY OF RAMSEY
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22-13 - PAVEMENT MARKING ALPINE DR

2022 MSA PAVEMENT MARKING IMPROVEMENTS
CITY PROJECT NO. 22-13
CITY OF RAMSEY, MINNESOTA

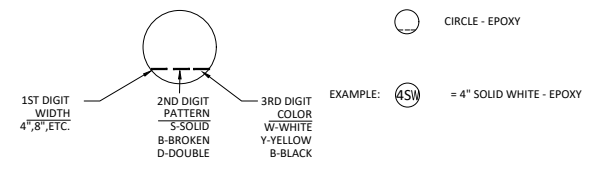
SHEET 12 OF 16 SHEETS



LEGEND

STRIPING KEY & LEGEND

PAVEMENT MARKING



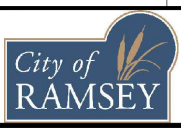
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Joe Feriancek
 JOE FERIANCEK
 Date 08/11/22 Lic. No. 57095

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 DRAWN BY: LWC
 CHECKED BY: JJF

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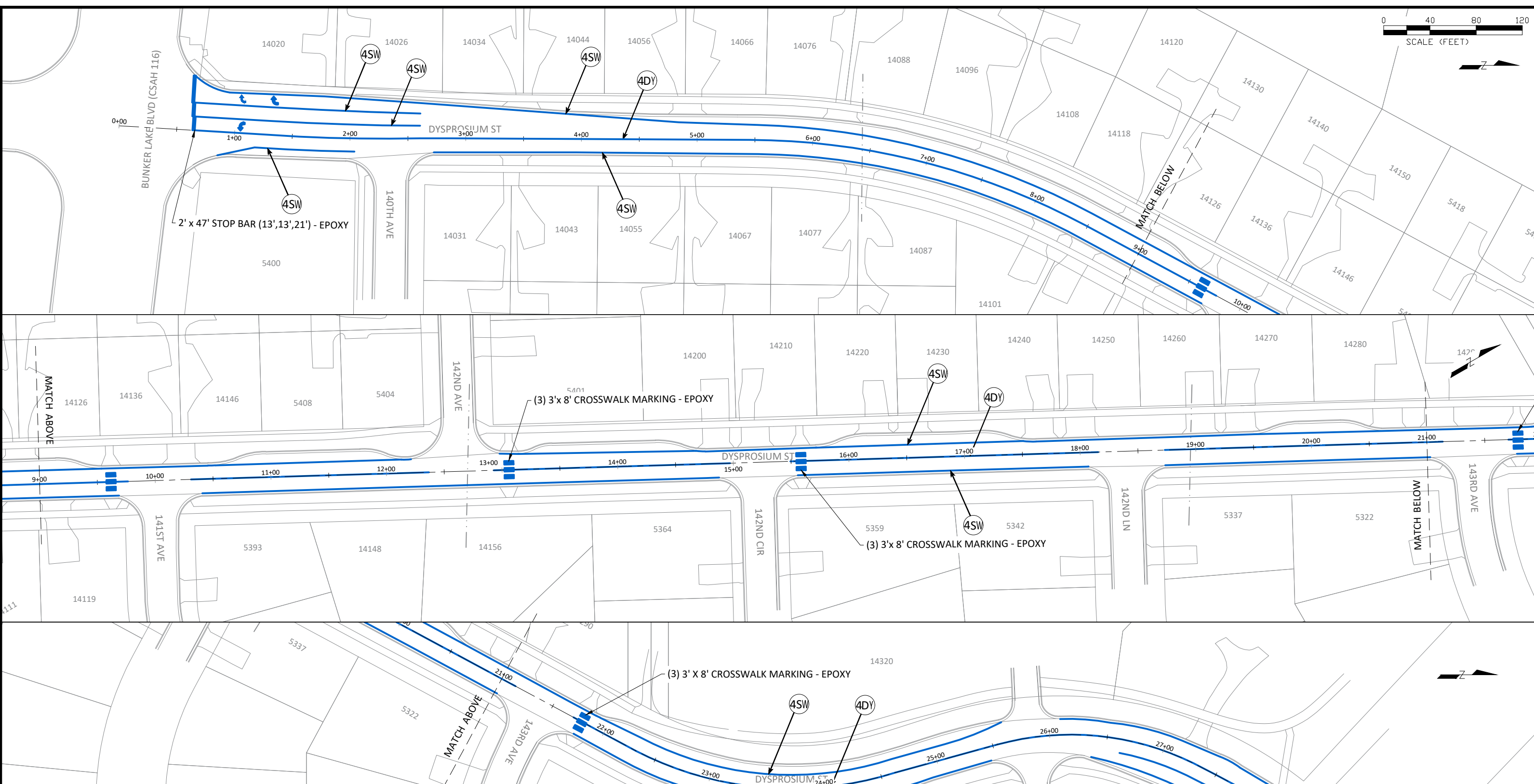
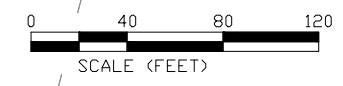


CITY OF RAMSEY
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 (763) 427-1410 FAX (763) 433-9898

22-13 - PAVEMENT MARKING ALPINE DR

2022 MSA PAVEMENT MARKING IMPROVEMENTS
 CITY PROJECT NO. 22-13
 CITY OF RAMSEY, MINNESOTA

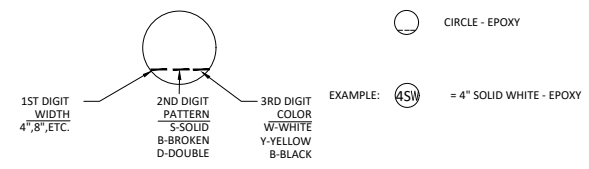
SHEET 13 OF 16 SHEETS



LEGEND

STRIPING KEY & LEGEND

- PAVEMENT MARKING
- CROSSWALK MARKING
- STOP BAR MARKING



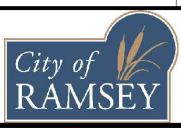
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Joe Feriancek
 JOE FERIANCEK
 Date 08/11/22 Lic. No. 57095

DESIGNED BY: LWC
 DRAWN BY: LWC
 CHECKED BY: JJF

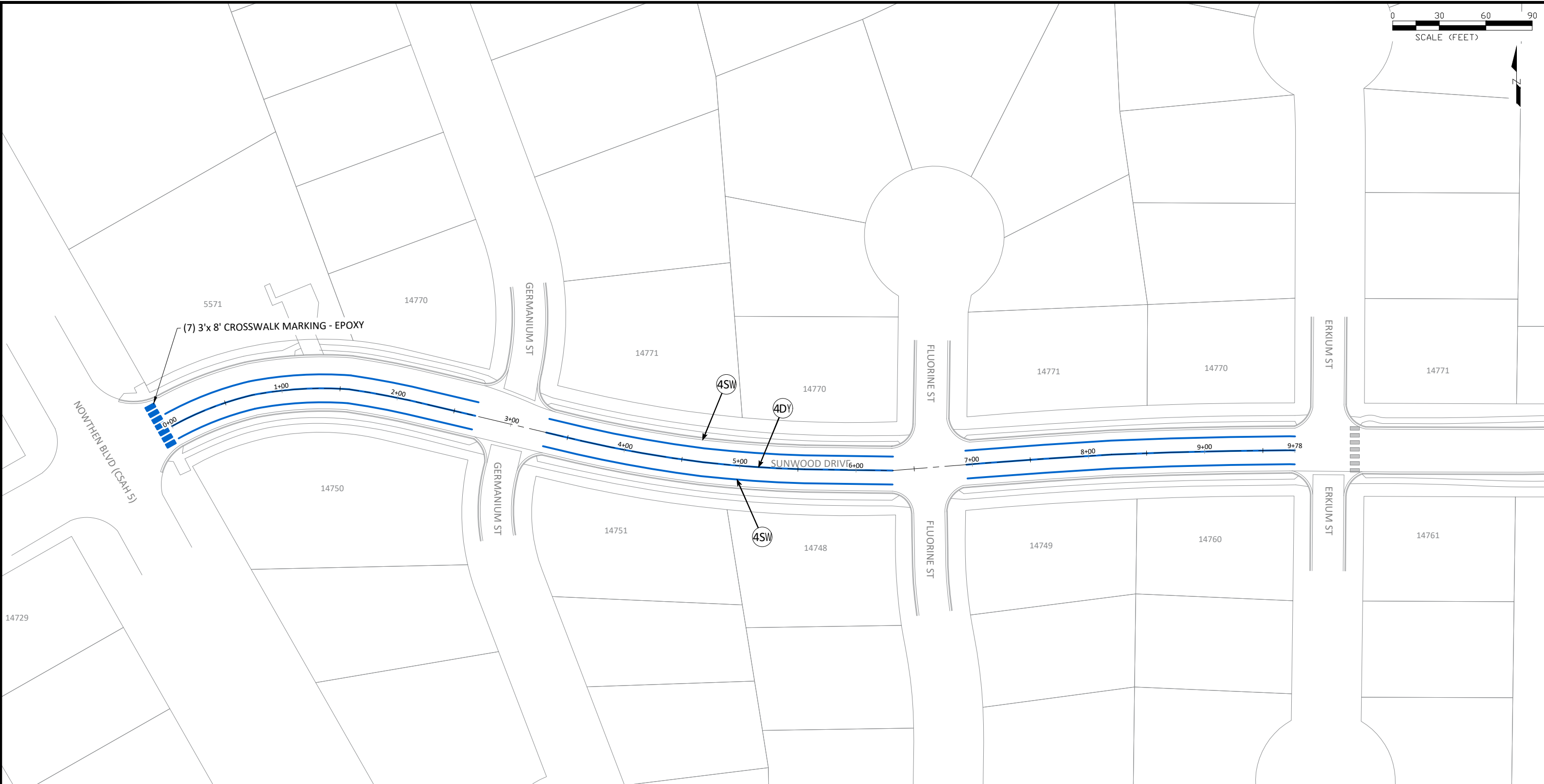
DATE: 08/11/22
 FILE: 22-13



CITY OF RAMSEY
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 (763) 427-1410 FAX (763) 433-9898

22-13 - PAVEMENT MARKING DYSPROSIUM ST

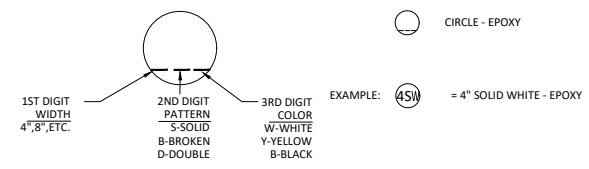
2022 MSA PAVEMENT MARKING IMPROVEMENTS
 CITY PROJECT NO. 22-13
 CITY OF RAMSEY, MINNESOTA



LEGEND

STRIPING KEY & LEGEND

- PAVEMENT MARKING
- CROSSWALK MARKING



CIRCLE - EPOXY

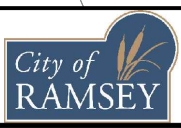
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Joe Feriancek
JOE FERIANCEK
Date 08/11/22 Lic. No. 57095

DESIGNED BY: LWC
DRAWN BY: LWC
CHECKED BY: JJF

DATE: 08/11/22
FILE: 22-13



CITY OF RAMSEY
7550 SUNWOOD DRIVE
RAMSEY, MN 55303
(763) 427-1410 FAX (763) 433-9898

22-13 - PAVEMENT MARKING SUNWOOD DR

2022 MSA PAVEMENT MARKING IMPROVEMENTS
CITY PROJECT NO. 22-13
CITY OF RAMSEY, MINNESOTA



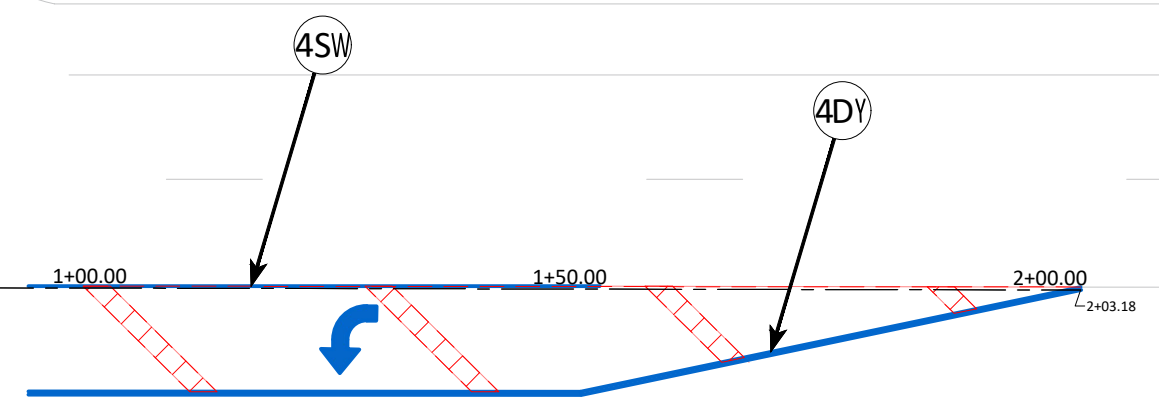
7295

PERIDOT ST

7231

SUNWOOD DRIVE

0+00.00 0+50.00 1+00.00 1+50.00 2+00.00 L-2+03.18



7248

LEGEND

- PAVEMENT MARKING
- PAVEMENT MARKING REMOVAL
- STOP BAR REMOVAL
- TURN ARROW

STRIPING KEY & LEGEND

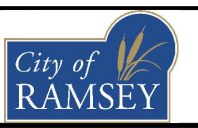
1ST DIGIT WIDTH 4", 8", ETC.	2ND DIGIT PATTERN S-SOLID B-BROKEN D-DOUBLE	3RD DIGIT COLOR W-WHITE Y-YELLOW B-BLACK	EXAMPLE: = 4" SOLID WHITE - EPOXY	CIRCLE - EPOXY
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DATE	REVISION

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Joe Farnsworth
 Date 08/11/22 Lic. No. 57095

DESIGNED BY:	LWC
DRAWN BY:	LWC
CHECKED BY:	JJF



CITY OF RAMSEY
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 (763) 427-1410 FAX (763) 433-9898

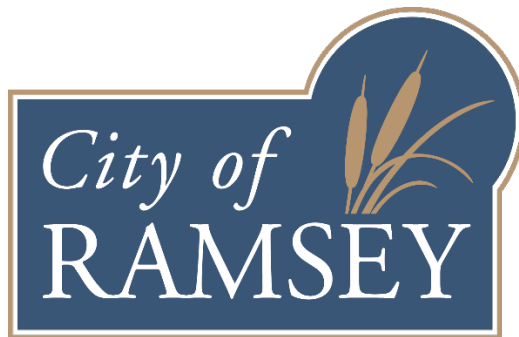
22-13 - PAVEMENT MARKING SUNWOOD TURN LANE

2022 MSA PAVEMENT MARKING IMPROVEMENTS
 CITY PROJECT NO. 22-13
 CITY OF RAMSEY, MINNESOTA

REQUEST FOR QUOTE

CITY IMPROVEMENT PROJECT #22-13

2022 MSA PAVEMENT MARKING IMPROVEMENTS



ISSUE DATE:
August 12, 2022

QUOTE SUBMITTAL DEADLINE:
4:00 P.M. Wednesday, August 17, 2022

SUBMIT QUOTE TO:
City of Ramsey Municipal Center
7550 Sunwood Drive NW
Ramsey, MN 55303
Attn: Joe Feriancek
jferiancek@cityoframsey.com
Office: 763-433-9893

PROJECT LOCATION: The City of Ramsey (City) is requesting quotes from Contractors (Contractor) to place pavement markings to several MSA street segments across the City. All work is proposed to occur along City streets under traffic, plans are attached.

PROJECT SCOPE: The overall scope of this work includes freshening the existing pavement marking layouts to; 142nd Avenue between Trunk Highway 47 and Xkimo Street, 173rd/175th Avenue between CSAH 83 and CSAH 5, Alpine Drive between U.S. Highway 10/169 and CSAH 83, Dysprosium Street between CSAH 116 and CSAH 5, and Sunwood Drive between CSAH 5 and Erkiem Street. Also, pavement marking removal and turn lane markings on Sunwood Drive at Peridot Street for access to a newly constructed entrance. Additional project notes are included within the attached plans. Once work has commenced, the Contractor shall continuously pursue completion until work is complete.

DELIVERABLES:

- **Signature Page** – The enclosed Signature Page must be completed in its entirety and submitted, including signature(s).
- **Quote Form** - The enclosed Quote Form must be completed in its entirety and submitted.

COMMUNICATION WITH CITY: If any requirements of this RFQ are not clearly understood, Contractor is responsible for promptly contacting City for further clarification. Responses to inquiries that substantially modify or clarify the RFQ will be forwarded by addenda.

SUBMISSION OF QUOTE: A signed copy of the signature page, and attached quote form must be submitted to the City by **4:00 P.M. Wednesday, August 17, 2022**. Deliver to the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, MN 55303 to the attention of Joe Feriancek, Assistant City Engineer, jferiancek@cityoframsey.com. Quotes received by the submittal deadline via e-mail will be accepted.

PROPOSAL UNDERSTANDING: By submitting a quote, Contractor agrees to be bound to the terms and conditions herein.

COSTS OF PREPARATION: Under no conditions will any costs for preparation of the quote be reimbursed by the City.

LICENSE AND INSURANCE: By submitting a quote, Contractor affirms they shall maintain the following minimum insurance coverage while completing their work as related to this RFQ in the following amounts: Commercial General Liability \$1,000,000 per occurrence (written on an occurrence-based form bodily injury and property damage); automobile liability \$1,000,000 per occurrence (including hired & non-owned bodily injury and property damage). The City of Ramsey shall be named as an additional insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with the City prior to the work. Contractor also affirms they shall be licensed to perform the work in the State of Minnesota, and the work shall comply with all state and local laws.

WORKING HOURS: The work shall be carried out during normal working hours so as not to cause any unreasonable nuisance to affected residents and businesses. Under emergency conditions, this limitation may be waived in writing by the Engineer in conjunction with qualified local authority. Normal working hours for this work are considered to be from 7:00 a.m. to 7:00 p.m., Monday through Friday.

WORK AND STAGING AREAS: Contractor shall confine their work activities within the right of way at all times. No equipment shall be left on city streets outside normal working hours.

TRAFFIC CONTROL: Contractor will be required to follow the most current edition of the Temporary Traffic Control Zone Layout Manual.

SPECIFICATION REFERENCES: Contractor shall conduct all work in conformance with the specifications set forth herein and in accordance with the most current edition of the Minnesota Department of Transportation Standard Specifications for Construction, which is incorporated by reference to these specifications.

PAYMENT: Partial and final payments will be made upon submittal of each pay request to the City on a net 30-day basis following City acceptance of all work items included on the pay request. An IC 134 form will be required prior to final payment.

BASIS OF PAYMENT: Payment shall be made for all components of the work as specified in this RFQ. The cost of any additional equipment, labor, materials, permits, tools, and supplies which have not been specifically identified in this RFQ for payment, but are required to complete the work, shall be considered incidental to the project.

SIGNATURE PAGE

This quotation is submitted to the City of Ramsey for I.P. 22-13; 2022 MSA Pavement Marking Improvements. That _____ accepts the terms and conditions herein and agrees to complete all work for the total project quote of \$_____ no later than Friday, September 30, 2022. Contractor acknowledges that the final amount paid for all work may be more or less than the quoted amount based on final line item quantities after construction is complete.

All information below must be provided, including signatures(s).

Contractor Name _____

Owner/Representative _____

Phone _____

Fax _____

E-mail _____

Signature _____

Date _____

**22-13 2022 MSA Pavement Marking Improvements
Quote Form**

Item No.	MnDOT No.	Item	Unit	Estimated Quantity	Unit Cost	Cost Extension
1	2021.501	Mobilization	LS	1	_____	_____
2	2102.503	Pavement Marking Removal	LF	208	_____	_____
3	2102.518	Pavement Marking Removal	SF	92	_____	_____
4	2563.601	Traffic Control	LS	1	_____	_____
5	2582.501	Pavt Mssg (LT Arrow) – Epoxy	EA	2	_____	_____
6	2582.501	Pavt Mssg (Rt Arrow) – Epoxy	EA	3	_____	_____
7	2582.502	4” Double Solid Line Yellow – Epoxy	LF	17396	_____	_____
8	2582.502	4” Solid Line Yellow – Epoxy	LF	7842	_____	_____
9	2582.502	4” Solid Line White – Epoxy	LF	57781	_____	_____
10	2582.502	24” Solid Line Yellow – Epoxy	LF	44	_____	_____
11	2582.502	24” Solid Line White – Epoxy	LF	117	_____	_____
12	2582.518	Crosswalk Markings - Epoxy	SF	576	_____	_____
13	2582.518	Rail Road Crossing Markings - Epoxy	SF	96	_____	_____
Total Quote (Items 1 – 13)					_____	_____

Capital Improvement Program

2022 *thru* 2031

City of Ramsey, Minnesota

Project #	22-STR-001
Project Name	Annual MSA Pavement Marking Improvements

Department Street Improvements
Contact
Type Improvement
Useful Life 7 Years
Category Street Improvement
Priority 1-Existing Obligation (High)
Status Active

Total Cost \$178,000

Description

This project includes pavement marking on MSA streets at a 7-year cycle. Pavement marking for streets proposed to be Reconstructed or Overlaid are to be part of the Pavement Management Plan and are not included in the pavement marking improvement

Justification

Previously, pavement marking occurred as part of the seal coat program, at a 7-year cycle. Since the seal coat program has been suspended indefinitely, this project places pavement marking in the 7-year cycle, in-between the other triggers for pavement markings, overlay and reconstruction projects. Visible pavement marking is a critical component of driver and pedestrian safety.

Expenditures	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total
Improvements Other than Building Cost	35,000	31,000	28,000	5,000	6,000	14,000	5,000	4,000	26,000	24,000	178,000
Total	35,000	31,000	28,000	5,000	6,000	14,000	5,000	4,000	26,000	24,000	178,000

Funding Sources	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total
MSA	35,000	31,000	28,000	5,000	6,000	14,000	5,000	4,000	26,000	24,000	178,000
Total	35,000	31,000	28,000	5,000	6,000	14,000	5,000	4,000	26,000	24,000	178,000

Meeting Date: 08/23/2022

By: Brian Hagen, Administrative Services

Information

Title

Resolution #22-206 Approving Riverstone South Partial Financial Security Reduction

Purpose/Background:

The City of Ramsey and Riverstone Development, LLC entered into a Development Agreement associated with the Riverstone South Final Plat. The agreement establishes terms and requirements the Developer must satisfy as part of final plat approval. Specific to this case, the agreement requires financial security to be provided to the City to ensure improvements are made. Language within this agreement prevents reduction of such security until after both Stage I and Stage II improvements are complete. Historically and consistently, the City has reduced the security amount as improvements are made. Typical language historically used for Development Agreements allowed such reductions without approval of the City Council.

The City has received a request to reduce the financial security amount based on improvements completed to date. Staff has inspected such work, reviewed the request and supports the reduction of a Letter of Credit held by the City. After the requested reduction, the City would still retain sufficient financial security to cover remaining work yet to be completed and cover warranty amounts as required within the Development Agreement.

The attached resolution would grant the reduction, and establish the more typical efficient process for future reductions for this development.

Notification:

No notification is required.

Recommendation:

Staff recommends approval of Resolution #22-206.

Action:

Motion to adopt Resolution #22-206.

Attachments

ACTION Resolution #22-206
Riverstone South Development Agreement

Form Review

Inbox

Brian Hagen

Form Started By: Brian Hagen

Final Approval Date: 08/18/2022

Reviewed By

Brian Hagen

Date

08/18/2022 03:22 PM

Started On: 08/18/2022 03:07 PM

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #22-206

RESOLUTION APPROVING RIVERSTONE SOUTH PARTIAL FINANCIAL SECURITY REDUCTION

WHEREAS, the City of Ramsey (City) and Riverstone Development, LLC (Permittee) entered into a Development Agreement (Agreement) for Riverstone South on February 25, 2022; and

WHEREAS, the Agreement requires the Permittee to provide financial security in the amount of \$4,842,219 to the City for required Stage I and Stage II Improvements; and

WHEREAS, that financial security exists for the purpose of protecting the City by allowing it to complete the specified work in the Agreement if the Developer fails to do so and that need diminishes directly and proportionately to the extent that each item specified is completed;

WHEREAS, the Agreement allows for a reduction of the financial security upon completion of Stage I and Stage II Improvements; and

WHEREAS, the City has historically and consistently followed the practice of reducing the financial security proportionately for projects as specific improvements subject to the Development Agreement are completed through the stages, while retaining security sufficient to assure completion of the remaining items ; and

WHEREAS, the request of the Permittee is entirely consistent with past practice and the expectations of the parties; and

WHEREAS, City staff has reviewed a request from the Permittee establishing the completion of specific items governed by the agreement and supports proportionately reducing the financial security to \$1,400,000 based upon that completed work; and

WHEREAS, the remaining amount is sufficient to cover remaining improvements, guarantees and warranty as required by the Agreement.

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 partial reduction to the Riverstone South Development Agreement to an amount of \$1,400,000.
- 2) That the financial security may be reduced further upon review of work completed by City staff to a minimum amount sufficient to cover remaining Stage I and Stage II Improvements, guarantees and warranties as identified in the Agreement.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of August, 2022.

Mayor

ATTEST:

City Clerk

**CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR RIVERSTONE SOUTH**

This Agreement (hereinafter the “Agreement”) is dated as of this 25th day of February, 2022, and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”) and **RIVERSTONE DEVELOPMENT, LLC.**, a Minnesota Corporation (the “**PERMITTEE**”).

Recitals

- A. **PERMITTEE** is the owner of land legally described on the attached Exhibit A (the “Subject Property”).
- B. **PERMITTEE** has received approval from the **CITY** to subdivide the Subject Property and plat the same as RIVERSTONE SOUTH (the “Plat”).
- C. The Plat re-subdivides the Subject Property into:
 - Lot 1, Block 1; and
 - Lots 1-3, Block 2 (inclusive); and
 - Lots 1-11, Block 3 (inclusive); and
 - Lots 1-4, Block 4 (inclusive); and
 - Lots 1-6, Block 5 (inclusive); and
 - Lots 1-6, Block 6 (inclusive); and
 - Lots 1-21, Block 7 (inclusive); and
 - Lots 1-10, Block 8 (inclusive); and
 - Lots 1-15, Block 9 (inclusive); and
 - Lots 1-6, Block 10 (inclusive); and
 - Outlots A-O (inclusive), Anoka County, Minnesota.

Agreement

- 1. Recitals Incorporated. The recitals stated above are hereby incorporated into this Agreement and are made part of this Agreement by reference.

2. Conditions of Approval. The **CITY** has approved the Plat subject to satisfaction of the following conditions subsequent:
 - a. The PERMITTEE'S Execution of this Agreement. That the **PERMITTEE** enter into this Agreement.
 - b. Marketable Title. That prior to recording the Plat, the **PERMITTEE** shall provide the **CITY** with proof of marketable title to the Subject Property either through a currently certified abstract, registered property abstract or title insurance commitment or policy.
 - c. Proof of Authority. That the **PERMITTEE** provide proof that the respective governing boards of the **PERMITTEE** have authorized the **PERMITTEE'S** execution of this Agreement. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of each entity which grants such authority.
 - d. Riverdale Drive Extension. The plat for the right-of-way and stormwater ponding required to extend Riverdale Drive west of Llama Street, which includes City purchase of land from Anoka County, must be recorded concurrently with this plat (Riverstone South). The **PERMITTEE** is not required to contribute to the costs for the public improvement project to extend Riverdale Drive between Llama Street and Bowers Drive, including the removal of the Bowers Drive access to US Highway 10, subject to the approved Cost Share Framework attached hereto as Exhibit E.
 - e. Tree Preservation Area. The **PERMITTEE** shall convey to the **CITY** in Fee Title the 7 Acre Tree Preservation Area, Outlot D, as indicated on Exhibit D attached hereto. The conveyance shall happen immediately following the recording of the **PLAT**.
 - f. Public Park. The **PERMITTEE** shall convey to the **CITY** in Fee Title Outlot I, the 1-acre public park parcel, at time of Plat being recorded, as indicated on Exhibit C attached hereto. The conveyance shall happen immediately following the recording of the **PLAT**.
 - g. Lift Station and Trail. The **PERMITTEE** shall convey the lift station lot, Outlot F, and the trail easement, Outlot H, to the **CITY** in Fee Title. The conveyance shall happen immediately following the recording of the **PLAT**.
3. The Plans. The term "Plans" as used in this Agreement means the Final Plat Plans prepared by Carlson McCain, Inc., dated October 6, 2021 and last updated December 15, 2021. The Plans remain subject to: (a) **CITY** Staff's review and approval of the Plans to, among other things, confirm that the revisions requested in the **CITY** Staff's review letter have been made; and (b) such further revisions as the **PERMITTEE** may propose and the **CITY** approves. The Plans shall not be attached to this Agreement, but are in the **CITY'S** files.
4. Stage I Improvements. The improvements the **PERMITTEE** will construct or install are as follows:
 - a. Trunk and lateral sanitary sewer.
 - b. Trunk and lateral water main.
 - c. Storm drainage facilities (when specified).
 - d. Stormwater maintenance through 90 percent buildout.
 - e. Streets.
 - f. Concrete curb and gutter (urban).
 - g. Street traffic control signals.
 - h. Lot grading.

- i. Trail development.
- j. Sidewalks.
- k. Electricity (within one-fourth mile).
- l. Telecommunication (within one-fourth mile).
- m. Natural gas (within one-fourth mile).
- n. Boulevard sodding.
- o. Water shut off boxes.
- p. Landscaping for noise mitigation

(the "Stage I Improvements").

The **PERMITTEE** agrees to construct the Stage I Improvements according to the terms and conditions of this Agreement and in accordance with the Plans and the City Code. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of re-producible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage I Improvements and acceptance by the **CITY**. As as-built plans are a required Stage I Improvement item per City Code Section 117-615, the **CITY** will not release in its entirety the required Stage I Improvement Financial Guarantee noted in paragraph #11 below until such as-built plans are received by the **CITY**. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the approved plans in CAD format prior to the commencement of construction of the Stage I Improvements.

5. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners and outlot corners.
6. Installation of the Stage I Improvements. The **PERMITTEE** shall obtain all necessary permits from all governmental agencies before commencing construction of the Stage I Improvements. The **PERMITTEE** must provide the **CITY** with copies of all necessary permits from other governmental agencies prior to or when the **PERMITTEE** applies for a building permit to construct improvements on a lot within the Plat. Within thirty (30) days after the completion of the Stage I Improvements, the **PERMITTEE** shall provide the **CITY** with a complete set of reproducible "As Built" plans for the Stage I Improvements.
7. Time of Performance for the Stage I Improvements. The **PERMITTEE** must complete the Stage I Improvements within one (1) year after the recording of the Plat.
8. Ownership of the Stage I Improvements. The **PERMITTEE** owns the Stage I Improvements until the **CITY'S** acceptance of the Stage I Improvements. Title to the Stage I Improvements automatically passes to the **CITY** upon the **CITY'S** written acceptance of the Stage I Improvements. Except to the extent the **CITY** has accepted all or portions of the Stage I Improvements, in writing, prior to the lapse, expiration, or other termination of the **CITY'S** financial guaranty described in Section 11 of this Agreement and except to the extent the **CITY** and the **PERMITTEE** may agree, in writing, to defer the **CITY'S** acceptance of certain specified Stage I Improvements, the **CITY** is deemed to have accepted the Stage I Improvements when the **CITY** releases the financial guaranty described in Section 11 of this Agreement or allows such financial guarantee to lapse, expire or otherwise terminate.
9. Stage I Improvements License. The **PERMITTEE** hereby grants the **CITY** and the **CITY'S** agents, employees, officers, and contractors an irrevocable license to enter the Subject Property to perform all necessary work and/or inspections the **CITY** deems appropriate during the

PERMITTEE'S installation of the Stage I Improvements. The license shall expire after the **CITY** accepts ownership of Stage I Improvements.

10. Stage II Improvements. The future improvements the **PERMITTEE** must construct or install are as follows:
 - a. Street striping (if required by Plans).
 - b. Street and traffic control signs.
 - i. **CITY** will provide and install Street Name and Traffic Control signs (following payment by **PERMITTEE** pursuant to the established rates and charges in effect).
 - c. Street lights per agreement with Connexus Energy.
 - d. Installation of survey monumentation.

The **PERMITTEE** must complete the construction of the Stage II Improvements within one (1) year after the date upon which the Plat is recorded.

PERMITTEE must install the Stage II Improvements in accordance with the Plans. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of re-producible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage II Improvements and acceptance by the **CITY**. As as-built plans are a required Stage II Improvement item per City Code Section 117-615, the **CITY** will not release the required Stage I Improvement Financial Guarantee noted in paragraph #11 of this Agreement until **CITY** has received the as-built plans. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage II Improvements.

11. Stage I Improvement and Stage II Improvement Financial Guarantee. The **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage I Improvements and Stage II Improvements and their timely completion. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of \$4,842,219, which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I Improvements and Stage II Improvements (\$3,873,775 x 1.25). Upon completion of Stage I Improvements and Stage II Improvements (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, the **PERMITTEE** may request a reduction in the amount of the financial guarantee.
12. Inspection Fees for the Stage I Improvements and Stage II Improvements. The **PERMITTEE** shall provide an inspection fee to the **CITY** to inspect the Stage I Improvements and Stage II Improvements. The **PERMITTEE** shall be responsible for an inspection fee in the amount of \$193,689, which amount is 5% of the City Engineer's estimated cost of the Stage I Improvements and Stage II Improvements (\$3,873,775 x .05). The inspection fee must be in the form of a cash escrow. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon completion of the Stage I Improvements and Stage II Improvements, and acceptance by the **CITY**.
13. Warranty for Stage I and Stage II Improvements. The **PERMITTEE** shall provide a one-year warranty in the amount of \$968,444 (\$3,873,775 x .25), which is 25% of the cost of the Stage I and Stage II Improvements. The **CITY** shall reduce the Financial Guarantee as required by Paragraph 11 above (Stage I Improvements and Stage II Improvements Financial Guarantee) and shall not collect a separate guarantee. Said warranty shall be in force for one year following the final acceptance of any required improvements and shall guarantee satisfactory performance of

said improvement. The warranty must be in the form of a Letter of Credit in a form acceptable to the CITY'S Finance Director or a cash escrow.

14. Maintenance Guarantee for Landscaping. It is herein agreed that the **PERMITTEE** shall provide the **CITY** a maintenance guarantee to ensure the survival of the plantings. Said maintenance guarantee shall consist of cash or a Letter of Credit, approved as to form by the **CITY**, in the amount of \$21,240. [# plantings (236 trees) x cost/planting (\$300/tree x 30% average non-survival rate, (0 shrubs) x cost/planting \$75/shrub x 30% average non-survival rate)], which shall be in effect for a two-year period commencing on the date of the **CITY**'s acceptance of said plantings as part of the Required Private Improvements. The **CITY** shall draw down the guarantee as required in Paragraph 13 (Warranty for Stage I Improvements and Stage II Improvements) and shall not require a separate guarantee.
15. Street Cleaning and Clean Up. After the street surfacing that is a part of the Stage I Improvements is installed, the **PERMITTEE** shall clear any soil, earth, or debris from the streets. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the Stage I Improvements. It shall be the **PERMITTEE**'S responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.
16. Payment of Development Fees. The **PERMITTEE** must pay to the **CITY** the fees described on Exhibit B which may include, but are not limited to, Park Land Dedication Fees, Trail Development Fees, Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees, Sanitary Sewer Lateral Fees, Water Lateral Fees, Storm Water Management Fees, Street Light as well as Street Light Operation and Maintenance Fees. Fees must be paid prior to recording of **PLAT**.
17. Requirements for Building Permits and Occupancy Permits.
 - a. No building permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure and such construction does not conflict with the construction of Stage I Improvements; (b) provided the Building Official with a Certificate of Survey; c.) submitted the financial guaranty described in Section 11 of this Agreement to the **CITY**; d.) obtained all necessary permits from regulatory agencies, including the Lower Rum River Watershed Management Organization, and has provided a copy of each permit to the **CITY**; and
 - b. Construction access across property owned by Anoka County must be approved by Anoka County under separate agreement; and
 - c. The City shall approve early permits for three models as outlined in the Final Plat resolution; and
 - d. No occupancy permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water facilities this Contract requires to serve the lot and such utilities and storm water facilities are in place and operational and the **CITY** has accepted those utilities and storm water facilities; (c) provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on any lots

having a slope of less than 2% is 1% or greater; and (d) installed and planted the sod and landscaping that are required as a part of the Stage I Improvements.

18. **PERMITTEE Defaults.** If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE'S** obligations under this Contract, i) the **CITY** gives the **PERMITTEE** thirty (30) days written notice of the default and ii) the **PERMITTEE** fails to cure the default within said thirty (30), then the **CITY** may pursue any and all remedies available at law or in equity including, but not limited to, the following:
- a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **PERMITTEE'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **PERMITTEE'S** default creates an immediate risk to public health or safety, the **CITY** may perform or engage one or more third parties to perform the work before the **CITY** provides the notice described in the initial paragraph of this Section, but the **CITY** must use commercially reasonable efforts to notify the **PERMITTEE** as promptly as possible that the **CITY** is undertaking to perform the **PERMITTEE'S** obligation or obligations. If the **CITY** performs one or more obligations of the **PERMITTEE**, the **PERMITTEE** must reimburse the **CITY** for any costs or expenses the **CITY** incurs, including costs and expenses for **CITY** staff time, to perform the work within 30 days after the **CITY** notifies the **PERMITTEE**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **PERMITTEE** does not reimburse the **CITY** within said 30 day period, the **CITY** may pursue any remedies available to the **CITY** either at law or in equity or, in the alternative, the **CITY** may draw on the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to this Agreement to reimburse itself for the expenses the **CITY** incurs to perform the work. This Agreement is a license for the **CITY** to act, and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the **PERMITTEE** Property. As an alternative to seeking recovery from the **PERMITTEE** or the financial guaranty, the **CITY** may levy special assessments against the **PERMITTEE** Property in accordance with Minnesota Statutes Section 429, and the **PERMITTEE**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **PERMITTEE** may have to such special assessments;
 - b. The **CITY** may commence an action in Anoka County District Court to pursue any remedy available to the **CITY** at law or in equity including, but not limited to, injunctive relief;
 - c. The **CITY** may refuse to grant building permits for improvements to be constructed on any lots within the Plat until the **PERMITTEE** has cured all of its defaults; and
 - d. The **CITY** may draw upon all or any portion of the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to Section 11 of this Agreement use all or any portion of the proceeds from the financial guaranty to reimburse the **CITY** pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the **CITY** obtains against the **PERMITTEE** pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the **CITY** pursuant to Section 19 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this Section 18(d).

19. Storm Pond Outlots. A Maintenance Agreement is to be established between **PERMITEE** and **CITY** for the purpose of, granting the **CITY** the responsibility for maintaining all stormwater functionality, tree and vegetation removal and management, repair, replacement and reconstruction (collectively, "Maintenance") of Outlots E and G, including all ponds and other Improvements located on such Outlots. The **CITY** shall be the beneficiary of easements over all of Outlots E and G to complete such Maintenance. Additionally, upon recording of the Maintenance Agreement, Outlots E and G of Riverstone South are to be deeded by **PERMITEE** to Riverstone South, a planned community. The **CITY'S** maintenance responsibilities are outlined in Section 9.1 and 9.8 of the Riverstone South Declaration, which will be recorded in conjunction with the recording of the Riverstone South Final Plat.
20. Miscellaneous.
- a. Plat Approval. **PLAT** was approved via Resolution #21-312.
 - b. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
 - c. Written Amendments Only. The action or inaction of the **CITY** or the **PERMITEE** shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the City Council. The **CITY'S** or the **PERMITEE'S** failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
 - d. Compliance with Laws and Regulations. The **PERMITEE** represents to the **CITY** that the Plat complies with all **CITY**, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Plat does not comply, the **CITY** may, at its option, refuse to allow any construction or development work in the Plat until the **PERMITEE** does comply. Upon the **CITY'S** demand **PERMITEE** shall cease work until there is compliance.
 - e. Mailbox Locations. If the **PERMITEE** desires to construct mailboxes within the public right of way, the **PERMITEE** agrees that the placement of mailboxes along public streets is subject to approval by the **CITY**. Utility locates will be necessary.
 - f. Boulevard and Wetland Restoration. The **PERMITEE** shall be responsible for the cost of establishing seed in all boulevards within thirty (30) days of the completion of the street improvements, and restoring all other areas disturbed by the development grading operation in accordance with the approved Grading and Erosion Control plan. The **PERMITEE** shall be responsible for the cost of cleaning any soil, earth, or debris from the wetlands within and adjacent to this Plat resulting from grading performed in the development of the Plat.
 - g. Construction, Hours and Entrance Signs. The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 8:00 p.m. The **PERMITEE** is required to provide a sign at each entrance point stating delivery and construction operation hours.

Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.

- h. Construction Site Maintenance. The **PERMITTEE** shall adhere to all of the **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. The **CITY** reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.
- i. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Stage I and Stage II Improvements, unless qualified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.
- j. Plat Approval Expenses. The **PERMITTEE** agrees that it will pay to **CITY** all **CITY** expenses incurred in the approval of the Plat, including, but not limited to, administration expenses, engineering and legal fees. Said expenses incurred after recording of the Final Plat shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY'S** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this Agreement for payment.
- k. Reimbursement to the CITY. The **PERMITTEE** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.
- l. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Agreement shall be defined as a document issued by the **CITY'S** Building Official, which authorizes the structure to be used for its intended purposes. No Certificate of Occupancy shall be issued until the construction of Riverdale Drive is substantially complete (open to traffic and first lift of pavement complete) along the entire length of the Subject Property, connecting to Bowers Drive and realigning Highway 10 access.
- m. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

TO THE PERMITTEE:

Riverstone Development, LLC.
Attn: Stephen Bona, Vice President
14015 Sunfish Lake Blvd. NW
Ramsey, MN 55303

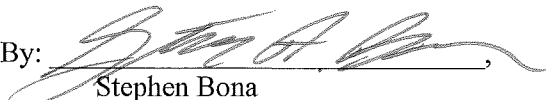
TO THE CITY:

City of Ramsey
Attn: Community Development Director
7550 Sunwood Drive NW
Ramsey, MN 55303

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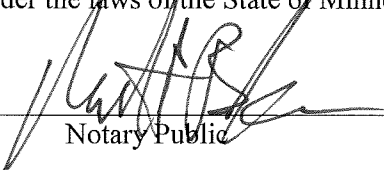
THE PERMITTEE:

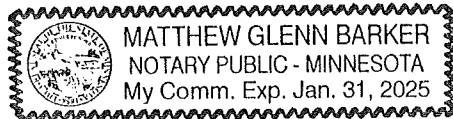
RIVERSTONE DEVELOPMENT, LLC.

By: 
Its: Stephen Bona
Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 25th day of February, 2022, by Stephen Bona, Vice President of **RIVERSTONE DEVELOPMENT, LLC.**, a Minnesota Corporation, under the laws of the State of Minnesota on behalf of the corporation.


Notary Public



Consent by Owners:

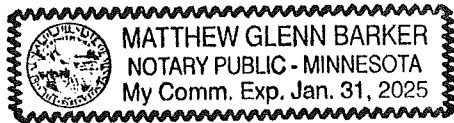
PEARSON PROPERTIES OF RAMSEY, LLC.

By: Alan R Pearson
Alan R. Pearson
Its; President

STATE OF MINNESOTA)
)ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 22nd day of February, 2022, by Alan R. Pearson, the Pres of **PEARSON PROPERTIES OF RAMSEY, LLC.**, a Minnesota Corporation, under the laws of the State of Minnesota on behalf of the corporation.

Matthew Glenn Barker
Notary Public

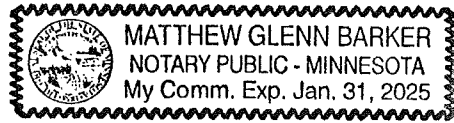


Alan R Pearson,
Alan R Pearson, Trustee of the Alan R. Pearson
Trust under agreement dated April 7, 2006

STATE OF MINNESOTA)
)ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 22nd day of February, 2022, by Alan R. Pearson, Trustee of the Alan R. Pearson Trust under agreement dated April 7, 2006, on behalf of the Trust.

Matthew Glenn Barker
Notary Public



Elizabeth J Pearson
Elizabeth J. Pearson, Trustee of the Elizabeth J.
Pearson Trust under agreement dated April 7, 2006

STATE OF MINNESOTA)
)ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 22nd day of February, 2022, by Elizabeth J. Pearson, Trustee of the Elizabeth J. Pearson Trust under agreement dated April 7, 2006, on behalf of the Trust.


Notary Public

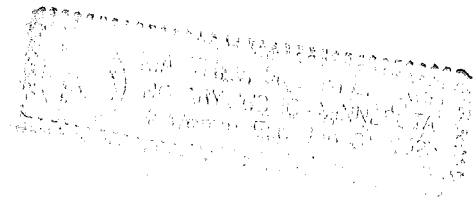
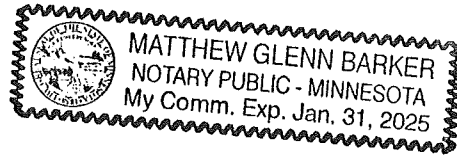


EXHIBIT A
Legal Description of the Subject Property

Outlot B, PEARSON PLACE, Anoka County, Minnesota.

AND

That part of the Northwest Quarter of the Northwest Quarter of Section 29, Township 32, Range 25, Anoka County, Minnesota, lying southerly of U.S. Highway 10 and 169.

AND

Lot 2, Block 3, PEARSON PLACE, Anoka County, Minnesota.

AND

Lot 1, Block 3, PEARSON PLACE, Anoka County, Minnesota.

Or Upon Recording:

Lot 1, Block 1; and
Lots 1-3, Block 2 (inclusive); and
Lots 1-11, Block 3 (inclusive); and
Lots 1-4, Block 4 (inclusive); and
Lots 1-6, Block 5 (inclusive); and
Lots 1-6, Block 6 (inclusive); and
Lots 1-21, Block 7 (inclusive); and
Lots 1-10, Block 8 (inclusive); and
Lots 1-15, Block 9 (inclusive); and
Lots 1-6, Block 10 (inclusive); and
Outlots A-O (inclusive), Anoka County, Minnesota.

EXHIBIT B
Fees Payable to the City¹

Park Dedication and Trail Development				
				\$350,000 plus Outlot I
Park Dedication ² , 0-12 Units per acre				
Trail Development, Residential	82	per unit	\$1,000	\$82,000
Subtotal Park and Trail Development				\$432,000
Water and Sewer Fees³				
Water Trunk (Connection)	82	per unit	\$1,945	\$159,490
Sanitary Sewer Trunk (Connection)	82	per unit	\$1,306	\$107,092
Water Main to Bowers Drive				(\$29,695.00) ⁴
Sanitary Sewer Oversizing				(\$32,349.75) ⁴
Sanitary Sewer Forcemain				(\$131,887.50) ⁴
Sanitary Sewer Stub to Park				(\$1,277.50) ⁴
Subtotal Water and Sewer Fees				\$266,582
Stormwater Management Fees				
Stormwater Management	82	per unit	\$517	\$42,394
Subtotal Stormwater Management				\$42,394
GRAND TOTAL FOR DEVELOPMENT FEES				\$740,976
Note: SAC and WAC collected with building permit.				

¹ Fees due at time of recording. Fees outlined above indicate 2022 fees. If plat is not recorded in 2022, fees at time of recording will be due. No fees due at this time for Lot 1, Block 1 or Outlot O (existing homes), nor any outlots.

² This shall satisfy park dedication requirements for the entire approved preliminary plat, as approved in Resolution #21-101 for 244 lots. All other fees shall be due with each subsequent addition.

³ City Engineer may reduce these rates based on reimbursement for building of trunk utility lines per City policy. This document shall be updated accordingly and recorded with accurate reimbursement/fee amounts based on length of trunk utility lines built.

⁴ Estimated reimbursement amount not included in development fees. City shall reimburse Permittee for actual costs upon receipt of detailed invoice following completion and acceptance of work.

Sureties and Inspection Fees					
Performance Surety (returned when complete)	\$3,873,775	cost of improvement	125%	\$4,842,219	Cash or Letter of Credit
Engineering Inspection Fee	\$3,873,775	cost of improvement	5%	\$193,689	Cash Escrow
Landscaping Maintenance Guarantee	\$21,240				Cash or Letter of Credit (required after performance surety release)

Exhibit D
Tree Preservation Area (Outlot D)

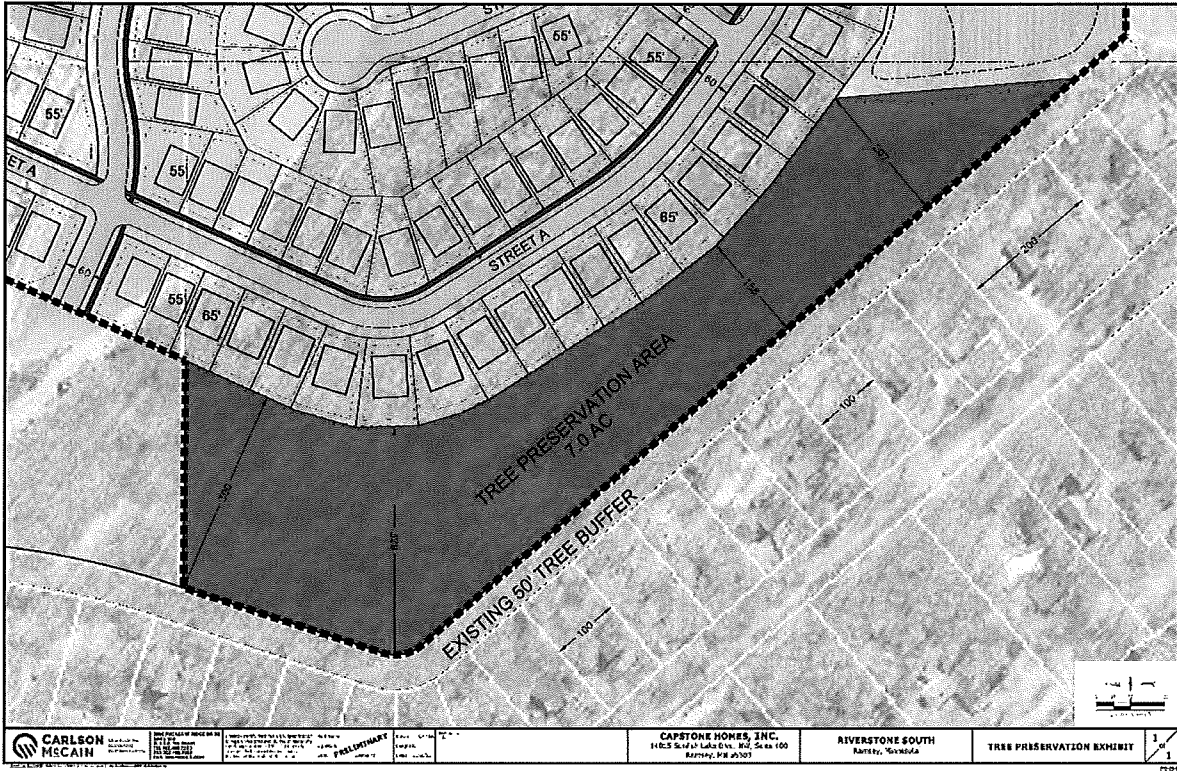


Exhibit E Cost Share Framework (From Adopted Resolution 21-185)

Approved Framework 10.26.21 Res. #21-185 Solving for 350K Tree Preservation with HRA and PIR Funding

City/Grant Fully Funding County Parcel Project Costs (including ROW)

Area Description	Cost Allocation	Lineal Footage	%	City %	Capstone %	Pearson%
County Parcel	\$612,226	1532	35.89%	100%	0	0
County ROW DRAFT	\$283,000	0	0	100%		
Pearson Parcel	\$979,881	2452	57.44%	52.5%	0.0%	47.5%
Bowers Drive Modifications	\$113,893	285	6.68%	100%	0	0
Total	\$1,989,000	4269	100.00%			

Note: utilities not included - paid for by Trunk Fees

Sources of Funds						
	County Parcel	Pearson Parcel	%	Bowers Drive	Total	Project %
MnDOT Grant	\$612,000	\$0			\$612,000	30.8%
City Contribution (HRA)	\$283,226	\$514,242	52.5%	\$113,893	\$911,361	45.8%
Pearson Contribution		\$465,639	47.5%		\$465,639	23.4%
Capstone Contribution		\$0	0.0%		\$0	0.0%
	\$895,226	\$979,881	100.0%		\$1,989,000	100.0%

Uses (Project Costs)						
	County Parcel	Pearson Parcel	%	Bowers Drive	Total	Project %
Portion of Overall Project	35.9%	57.4%		6.7%	100.0%	
Road, Trail, Storm	\$612,226	\$979,881		\$113,893	\$1,706,000	
ROW	\$283,000				\$283,000	
	\$895,226	\$979,881		\$113,893	\$1,989,000	

County Parcel + ROW =	\$895,226					1/3 of funding gap
				Funding Gap	\$0	\$0.00

Public vs. Private Dollars			
Private (Capstone + Pearson)	\$465,639	23%	
Public (City + MnDOT)	\$1,523,361	77%	
	\$1,989,000		

Capstone / Pearson Agreement*	Party	Assessment Amt	%
Private Pearson Parcel Total	Capstone	\$239,875	34%
\$465,639	Pearson	\$465,639	66%

* Assessment amounts based on lineal footage along Riverdale Drive Pearson and Capstone

Capstone Tree Preservation Credit (Pearson)	\$ 239,875	HRA	Pay for Capstone Assessment (above)
Additional City Contribution (to Capstone)	\$ 110,125	PIR	Payment to Capstone
Tree Preservation Reconciliation	\$ 350,000		

Difference from 1.26.21			
Total City Contribution**	\$ 911,361	\$235,841	
Total Grant Contribution	\$ 612,000	(\$638,000)	
ROW Cost Estimate	\$ 283,000	(\$667,000)	
Project Costs Less County ROW	\$ 1,706,000	\$ 31,000	

** This Includes 350 K Tree Preservation

Note: Final Cost-Share Framework shall be based on Resolution 21-185. This attachment is for reference only.

Meeting Date: 08/23/2022

By: Todd Larson, Community Development

Information

Title:

Public Hearing - Vacating Portions of Drainage and Utility Easements in Hunt Addition, Davis Farms Addition, and Trott Brook Addition

Purpose/Background:

Three existing platted parcels are proposed to be replatted into two parcels called Davis Farms Second Addition. This plat is in relation to the expansion of the Green Valley Greenhouse. The three existing parcels have perimeter drainage and utility easements that should be vacated and re-dedicated in the proposed plat along the new property lines.

Notification:

Notification was provided in the Anoka UnionHerald Newspaper on August 12. Mailed notices were sent on August 10 to property owners within 350 feet of all three existing parcels. The utility providers were emailed a notice directly.

Time Frame/Observations/Alternatives:

Each of the three parcels was platted with typical perimeter drainage and utility easements. With the adjustment of lot lines, the existing easements would be in the wrong locations. New perimeter easements will be provided with the new plat.

The Hunt Addition parcel included a large rectangular area over the ditch at the southwest corner of the lot. This easement is excessively large and can be reduced in area.

Alternatives:

1. Approve the vacation as requested by the applicant and recommended by staff.
2. Approve the vacation with modifications.
3. Deny the vacation based on certain findings leaving the existing easements in place. This would affect the placement of planned greenhouses.

Funding Source:

Costs associated with this request are covered by the applicant.

Recommendation:

Staff recommends approval of vacating the easements as new easements will be dedicated with the new plat.

Outcome/Action:

Motion to adopt Resolution #22-182 vacating drainage and utility easements on parcels in the plats of Hunt Addition, Davis Farms Addition, and Trott Brook Addition.

Attachments

Resolution 22-182

Location Map

Vacation Exhibit

Proposed Plat

Form Review

Inbox

Brian Hagen

Form Started By: Todd Larson

Final Approval Date: 08/18/2022

Reviewed By

Brian Hagen

Date

08/18/2022 03:25 PM

Started On: 08/10/2022 08:31 AM

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

RESOLUTION #22-182

RESOLUTION APPROVING A VACATION OF DRAINAGE AND UTILITY EASEMENTS IN HUNT ADDITION, DAVIS FARMS ADDITION, AND TROTT BROOK ADDITION

RECITALS

1. The City of Ramsey received an application from Green Valley Greenhouse, Inc. (the "Property Owner"), requesting a vacation of all drainage and utility easements (the "Easements") on the properties generally known as 6530 and 6750 Green Valley Road Northwest and 17455 Nowthen Boulevard Northwest and legally described, respectively, as follows:

Lot 1, Block 1, DAVIS FARMS ADDITION, Anoka County, Minnesota

Lot 1, Block 1, HUNT ADDITION, Anoka County, Minnesota

Lot 2, Block 1, TROTT BROOK ADDITION, Anoka County, Minnesota

(the "Subject Property")

2. That the Property Owner appeared before the City Council for a public hearing pursuant to Section 117-56 (Easement Vacation) of the Ramsey City Code and Section 12.6 of the City Charter on August 23, 2022, and that said public hearing was properly advertised and that the minutes of said public hearing are available.
3. That the City Council reviewed and approved the plat of DAVIS FARMS SECOND ADDITION on February 22, 2022.
4. That the replatting of three platted parcels into two new parcels with adjusted lot lines necessitate reestablishing drainage and utility easements.

FINDINGS OF FACT

1. That the partial easement vacation will not violate the intent and purpose of the Comprehensive Plan.
2. That the easement vacation is necessary to accomplish the Permittee's intended purpose.

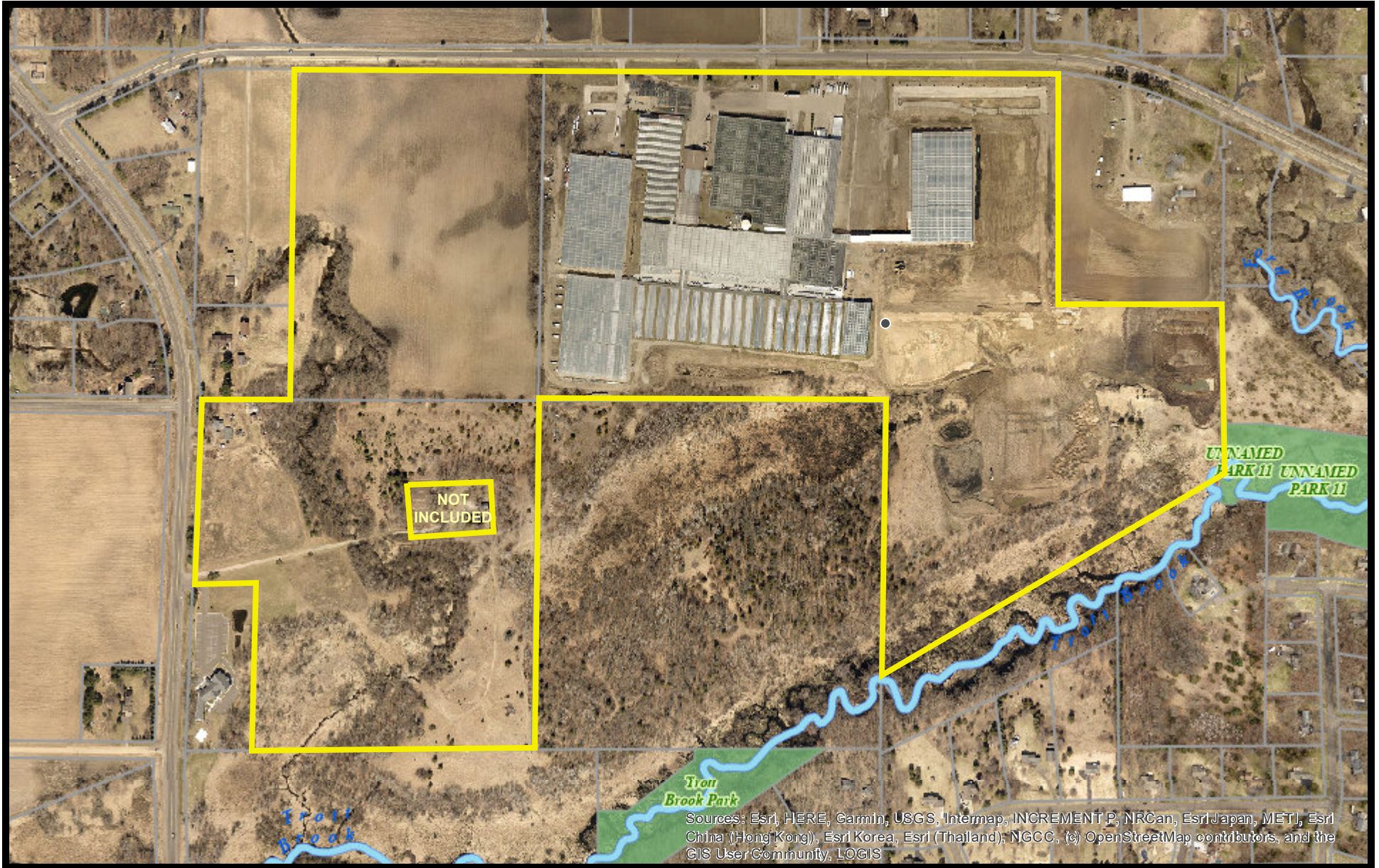
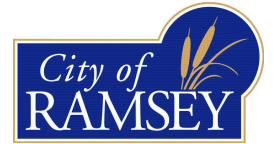
NOW THEREFORE, BE IT RESOLVED BY THIS CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

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

PID #'s:
03-32-25-42-0002
03-32-25-43-0006
03-32-25-41-0005

Green Valley Greenhouse

6530 and 6750 Green Valley Road NW



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

Print Date: July 12, 2022

0.0375 0.075 0.15 0.225 0.3 mi

TROTT BROOK ADDITION

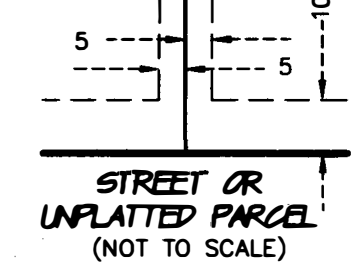
CITY OF RAMSEY
COUNTY OF ANOKA
SEC. 3, T32N, R25W

Orange highlighted areas are to be vacated and re-dedicated

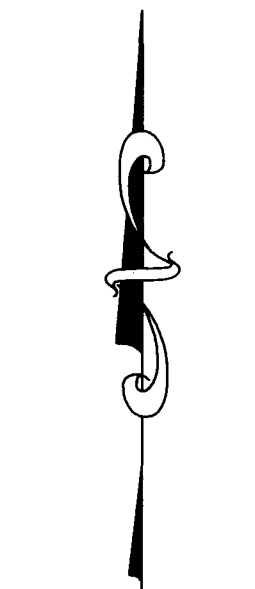
LEGEND

- DENOTES 1/2 INCH IRON MONUMENT FOUND UNLESS OTHERWISE NOTED
- DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET, MARKED RLS# 41578
- ◆ DENOTES ANOKA COUNTY CAST IRON MONUMENT
- - - DENOTES WETLAND EDGE DELINEATED BY JACOBSON ENVIRONMENTAL IN 2017
- - - DENOTES APPROXIMATE WETLAND EDGE PER AERIAL IMAGERY
- (N85°56'00"E) DENOTES DEED CALL

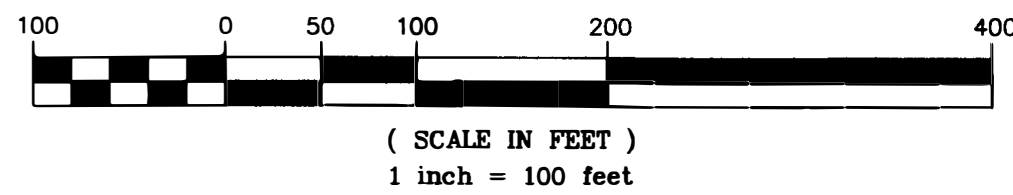
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN AS THUS:



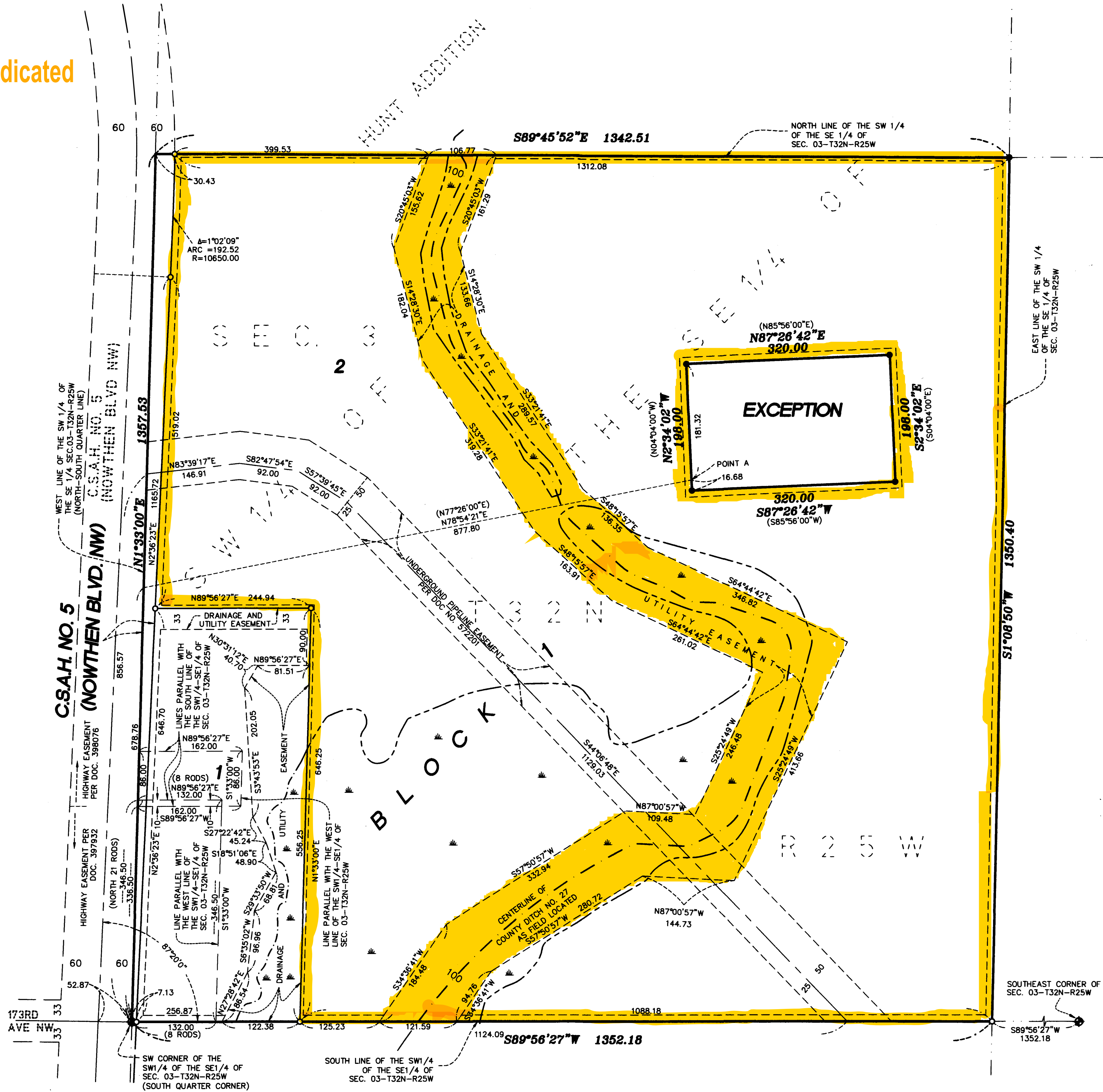
BEING 5 FEET IN WIDTH ADJOINING SIDE AND REAR LOT LINES AND 10 FEET IN WIDTH ADJOINING ROADWAY LINES AND UNPLATTED PARCELS UNLESS OTHERWISE SHOWN ON THIS PLAT



NORTH



FOR THE PURPOSES OF THIS PLAT THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 32 NORTH, RANGE 25 WEST, IS ASSUMED TO HAVE A BEARING OF SOUTH 89 DEGREES 56 MINUTES 27 SECONDS WEST.



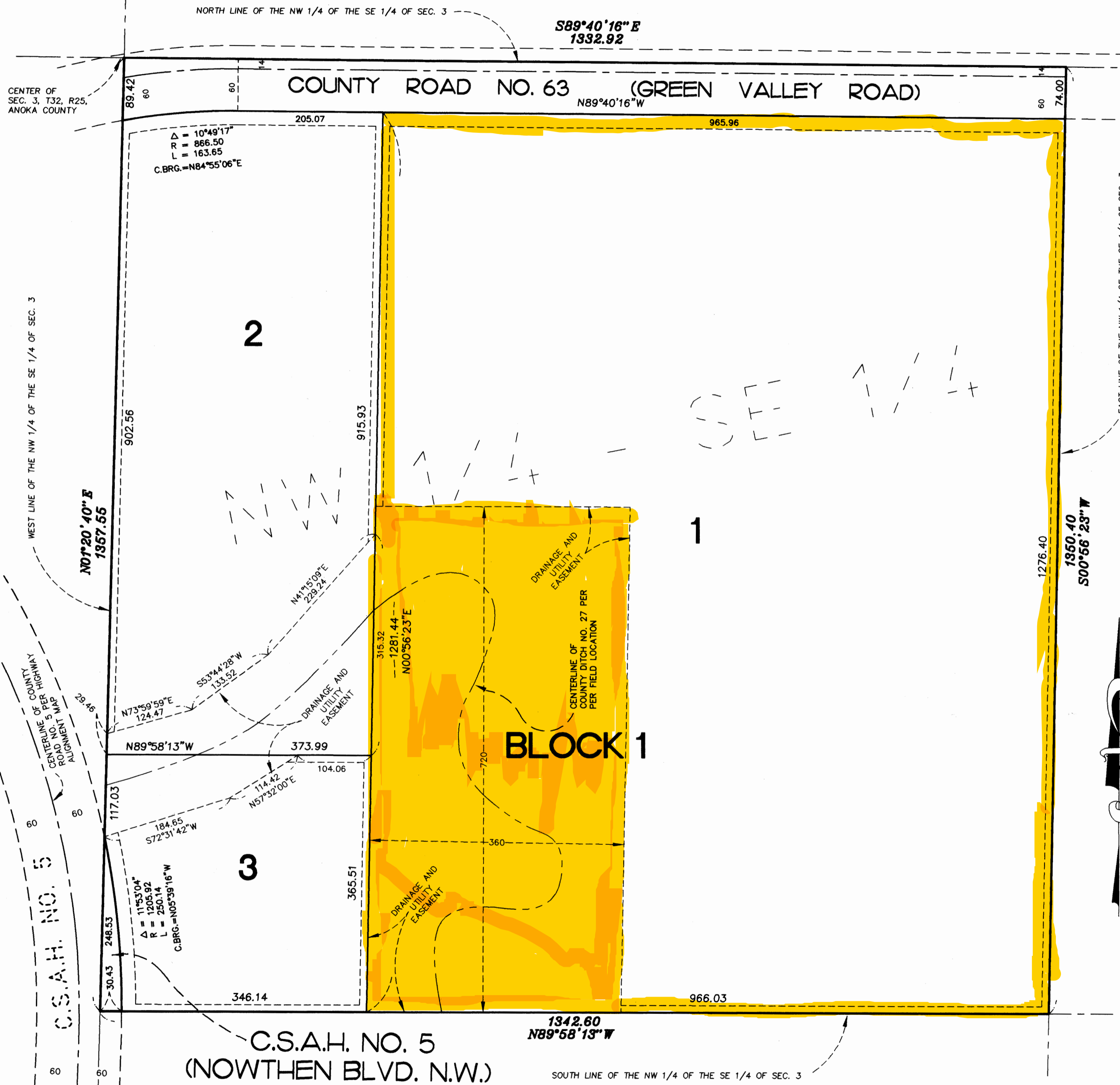
HUNT ADDITION

City of Ramsey - County of Anoka

Orange highlighted areas are to be vacated and re-dedicated

Doc # 1255379

STATE OF MINNESOTA, COUNTY OF ANOKA
I hereby certify that the within instrument was filed in this office on the 10th of Dec 1996 at 11:45 o'clock A.M., and was duly recorded in book 3425 page 1
By Edward M. Treasha
County Recorder
Deputy KHS



KNOW ALL MEN BY THESE PRESENTS: that Florence H. Hunt, a single person, fee owner of the following described property situated in the State of Minnesota, County of Anoka to wit:

The Northwest Quarter of the Southeast of Section 3, Township 32, Range 25, Anoka Count, Minnesota.

Has caused the same to be surveyed and platted as HUNT ADDITION and do hereby dedicate to the public for public use forever the road, highway and drainage and utility easements as shown on this plat.

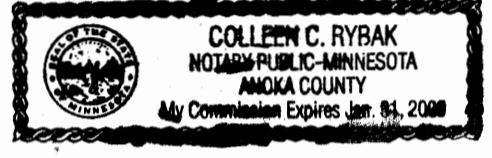
In witness whereof said Florence H. Hunt, a single person, has hereunto set her hand this 18th day of October 1996

Florence H. Hunt
Florence H. Hunt

STATE OF Minnesota
COUNTY OF Anoka

The foregoing instrument was acknowledged before me this 18th day of October 1996 by Florence H. Hunt, a single person.

Colleen C. Rybak
Notary Public, Anoka County, Minnesota
My Commission Expires January 31, 2000



I hereby certify that I have surveyed and platted the property described on this plat as HUNT ADDITION that this plat is a correct representation of said survey; that all distances are correctly shown on the plat in feet and hundredths of a foot; that all monuments have been correctly placed in the ground as shown; that the outside boundary lines are correctly designated on said plat and that there are no wetlands or public highways to be designated other than as shown on said plat.

Ronald P. Alwin
Ronald P. Alwin, Land Surveyor
Minnesota Registration No. 17765

STATE OF MINNESOTA
COUNTY OF ANOKA

The foregoing Surveyors Certificate was acknowledged before me this 12th day of September 1996, by Ronald P. Alwin, Land Surveyor

John A. Bengo
Notary Public, Anoka County, Minnesota
My Commission Expires January 31, 2000



This plat of HUNT ADDITION was approved by the City Council of Ramsey, Minnesota at a regular meeting thereof held this 27th day of August 1996, and if applicable, the written comments and recommendations of the Commissioner of Transportation and the County Highway Engineer have been received by the City or the prescribed 30 day period has elapsed without receipt of such comments and recommendations, as provided by Minnesota Statutes, Section 505.03, Subd. 2.

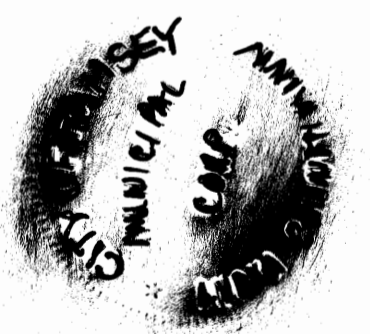
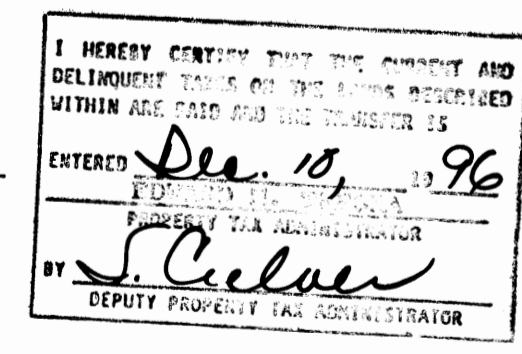
By [Signature] Mayor

By [Signature] Clerk

This plat has been checked and approved this 10th day of Dec. 1996

Merlyn D. Anderson
Merlyn D. Anderson
Anoka County Surveyor

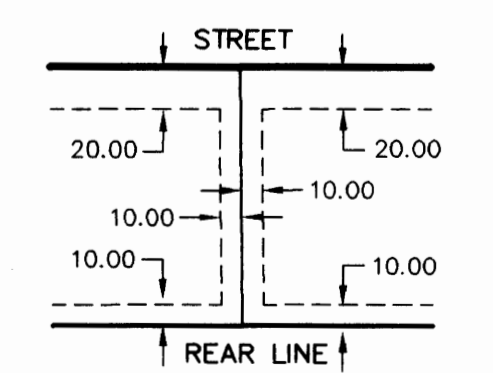
by [Signature] deputy



The orientation of this bearing system is based on the north line of the NW 1/4 of the SE 1/4 of Sec.3 having an assumed bearing of S 89°40'16" E

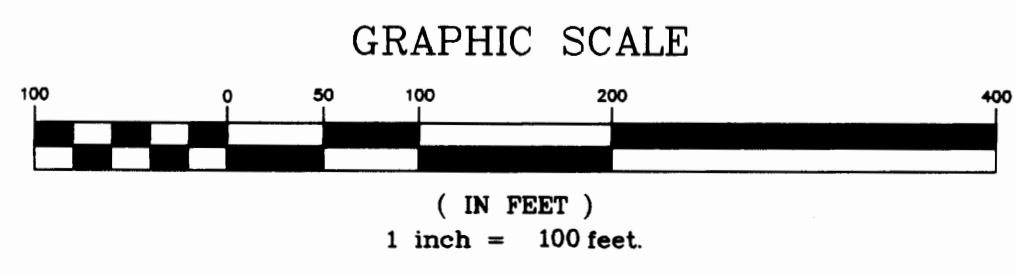
No monument symbol shown at any statute required location indicates a plat monument that will be a 1/2 inch by 18 inch iron pipe set within one year of the recording of this plat, and marked by RLS 17765

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN AS THUS:



BEING 10 FEET IN WIDTH ADJOINING SIDE LOT LINES AND REAR LOT LINES AND 20 FEET IN WIDTH ADJOINING STREET LINES, UNLESS OTHERWISE INDICATED AS SHOWN ON THE PLAT.

E.G. RUD & SONS, INC.
LAND SURVEYORS

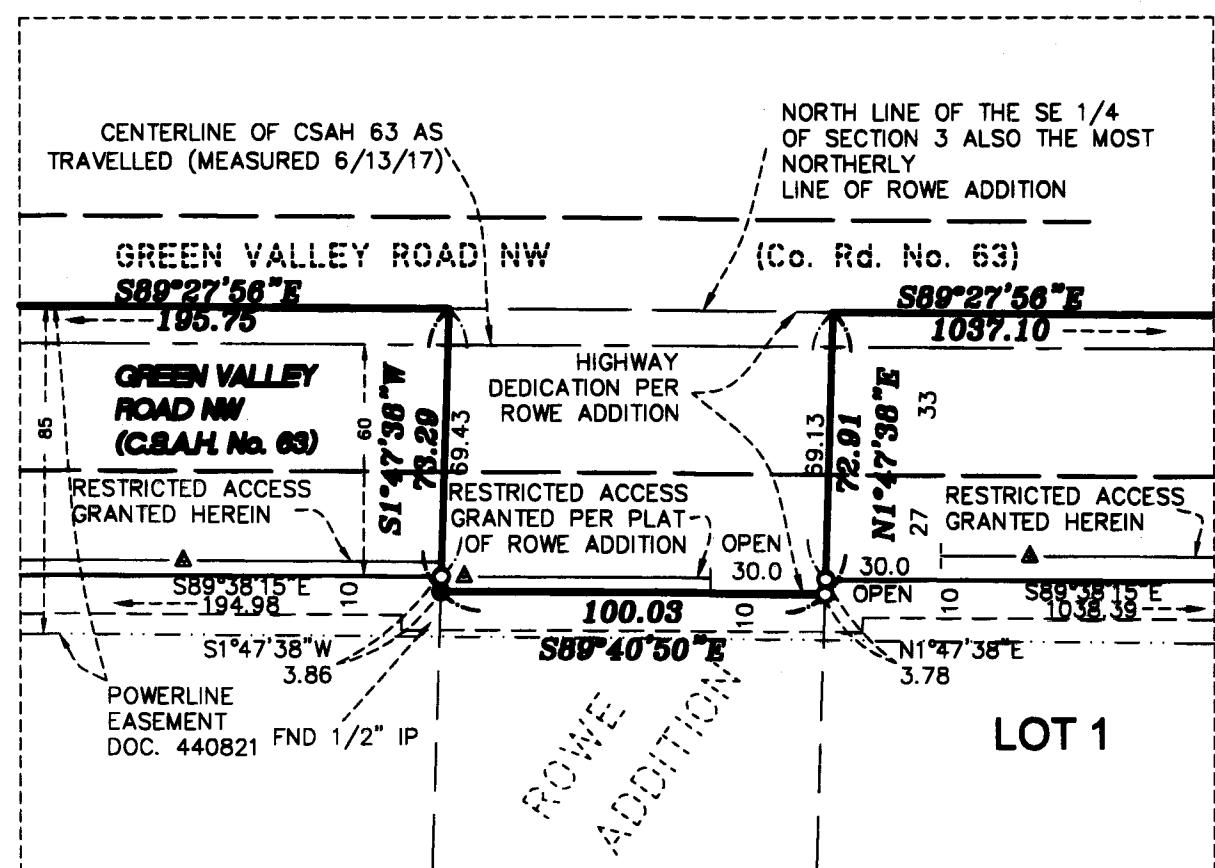


Receipt # 96085155 \$ 185.00

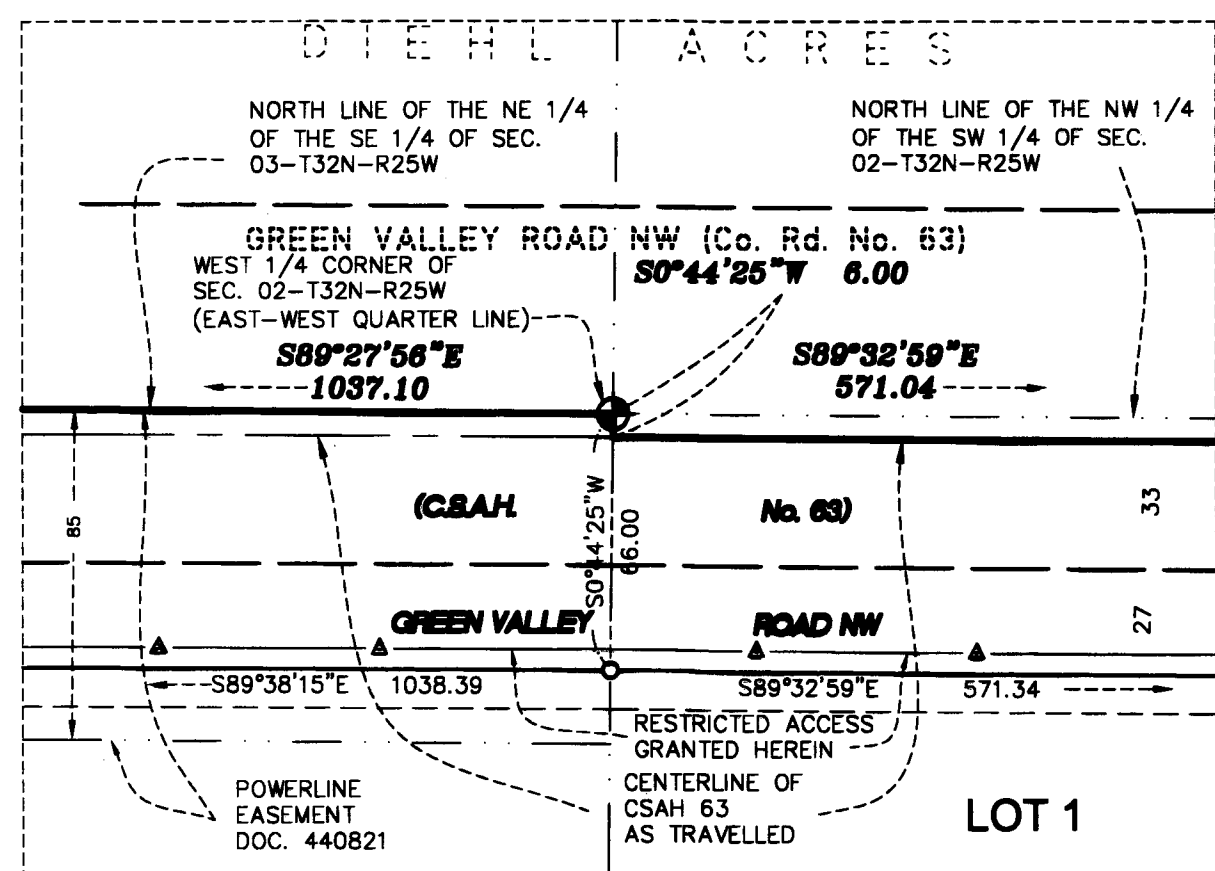
DAVIS FARMS ADDITION

CITY OF RAMSEY
COUNTY OF ANOKA
SEC. 2 AND SEC. 3,
T32N, R25W

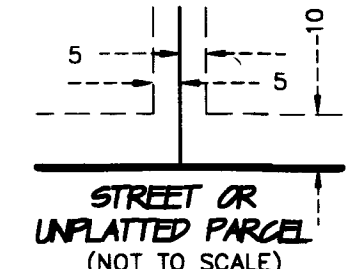
DETAIL 'A'
1 INCH = 50 FEET



DETAIL 'B'
1 INCH = 50 FEET



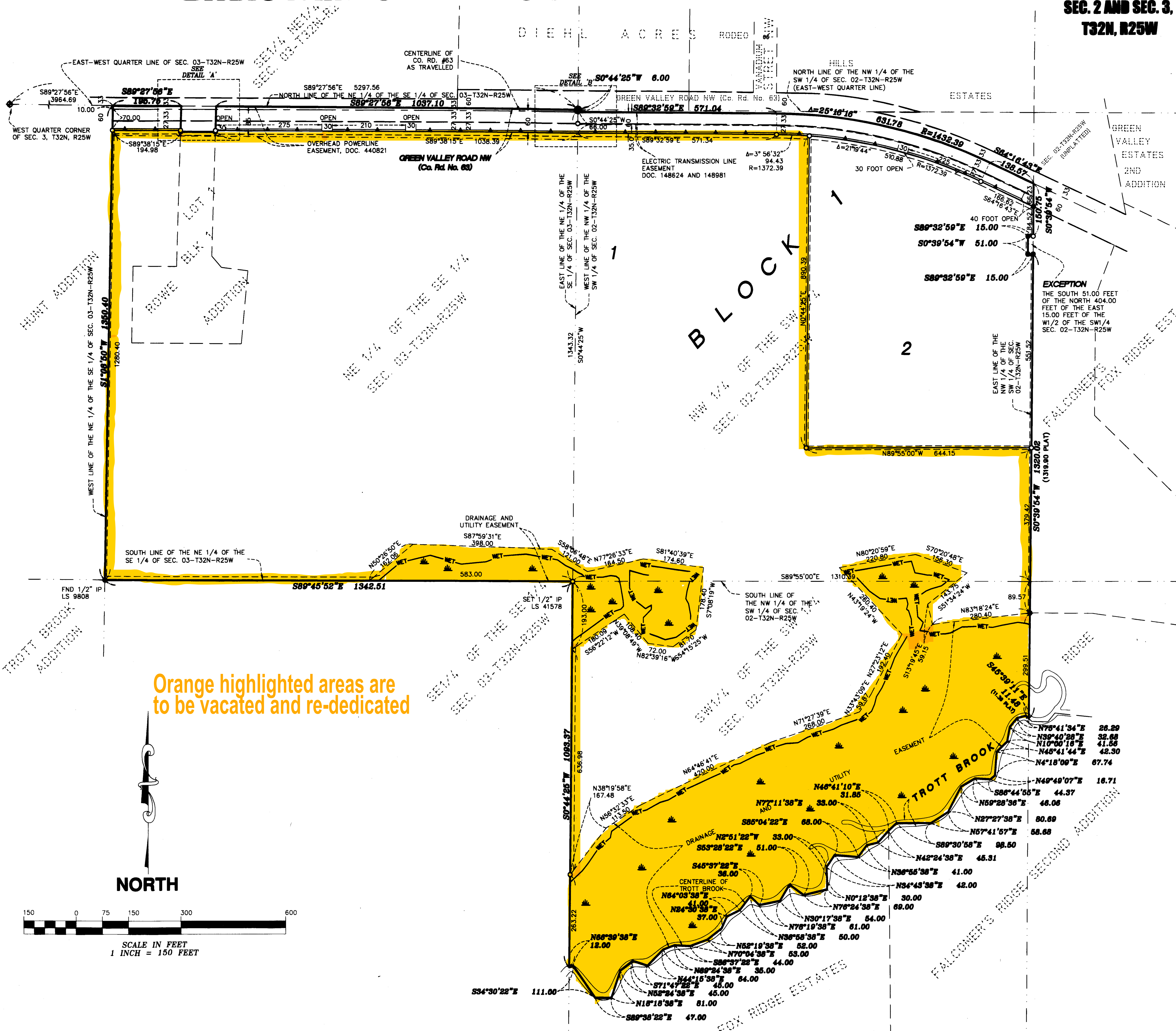
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN AS THUS:



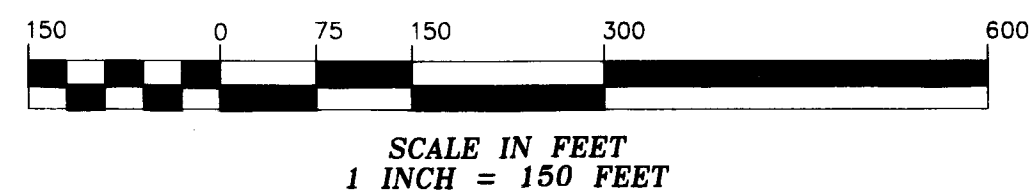
LEGEND

- DENOTES 1/2 INCH IRON MONUMENT LS 18420 FOUND UNLESS OTHERWISE NOTED
- DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET, MARKED RLS# 41578
- ◆ DENOTES ANOKA COUNTY MONUMENT
- ◆— DENOTES WETLAND EDGE DELINEATED BY JACOBSON ENVIRONMENTAL IN 2017
- ▲— DENOTES RIGHT OF ACCESS DEDICATED HEREIN TO ANOKA COUNTY
- ▲— DENOTES EXISTING EASEMENT
- (11.36 PLAT) DENOTES PLATTED DISTANCE PER ADJOINING PLAT

FOR THE PURPOSES OF THIS PLAT THE EAST-WEST QUARTER LINE OF SECTION 3, TOWNSHIP 32 NORTH, RANGE 25 WEST, IS ASSUMED TO HAVE A BEARING OF SOUTH 89 DEGREES 27 MINUTES 56 SECONDS EAST.



NORTH



DAVIS FARMS SECOND ADDITION

City of Ramsey
County of Anoka
Sec. 2 & 3, T32, R25

KNOW ALL PERSONS BY THESE PRESENTS: That Davis Farms, LLC, a Minnesota Limited Liability Corporation, owner, of the following described property:

Lot 1, Block 1 DAVIS FARMS ADDITION, Anoka County, Minnesota.

and that Judith A. Hunt, as trustee of the Ronald E. Hunt Trust dated March 20, 2020 (as to an undivided 1/2 Interest) and Judith A. Hunt, as trustee of the Judith A. Hunt Trust dated March 20, 2020 (as to an undivided 1/2 Interest), owners of the following described property:

Lot 1, Block 1, HUNT ADDITION, Anoka County, Minnesota.

AND

Lot 2, Block 1, TROTT BROOK ADDITION, Anoka County, Minnesota.

Have caused the same to be surveyed and platted as DAVIS FARMS SECOND ADDITION and do hereby dedicate to the public for public use the drainage and utility easements as shown by this plat. Also dedicating to the County of Anoka the right of access onto County State Aid Highway No. 63 as shown on this plat.

In witness whereof said Davis Farms, LLC, a Minnesota Limited Liability Corporation, has caused these presents to be signed by its proper officer this ____ day of _____, 20__.

DAVIS FARMS, LLC

_____, as _____

STATE OF MINNESOTA
 COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20__ by _____, as _____ of Davis Farms, LLC, a Minnesota Limited Liability Corporation, on behalf of the corporation.

Notary Public, _____ County, Minnesota
 My Commission Expires _____

In witness whereof said Judith A. Hunt as trustee of the Ronald E. Hunt Trust dated March 20, 2020, has hereunto set her hand this ____ day of _____, 20__.

Judith A. Hunt as trustee of the Ronald E. Hunt Trust dated March 20, 2020

STATE OF MINNESOTA
 COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20__ by Judith A. Hunt as trustee of the Ronald E. Hunt Trust dated March 20, 2020.

Notary Public, _____ County, Minnesota
 My Commission Expires _____

In witness whereof said Judith A. Hunt as trustee of the Judith A. Hunt Trust dated March 20, 2020, has hereunto set her hand this ____ day of _____, 20__.

Judith A. Hunt as trustee of the Judith A. Hunt Trust dated March 20, 2020

STATE OF MINNESOTA
 COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20__ by Judith A. Hunt as trustee of the Judith A. Hunt Trust dated March 20, 2020.

Notary Public, _____ County, Minnesota
 My Commission Expires _____

I Jason E. Rud do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20__.

Jason E. Rud, Licensed Land Surveyor
 Minnesota License No. 41578

STATE OF MINNESOTA
 COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20__ by Jason E. Rud.

Notary Public, _____ County, Minnesota
 My Commission Expires _____

City Council, City of Ramsey, Minnesota

This plat of DAVIS FARMS SECOND ADDITION was approved and accepted by the City Council of the City of Ramsey, Minnesota at a regular meeting thereof held this ____ day of _____, 20__, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Ramsey, Minnesota

By _____ Mayor

By _____ Clerk

County Surveyor

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

David M. Ziegmeier
 Anoka County Surveyor

County Auditor/Treasurer

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

Property Tax Administrator

By _____, Deputy

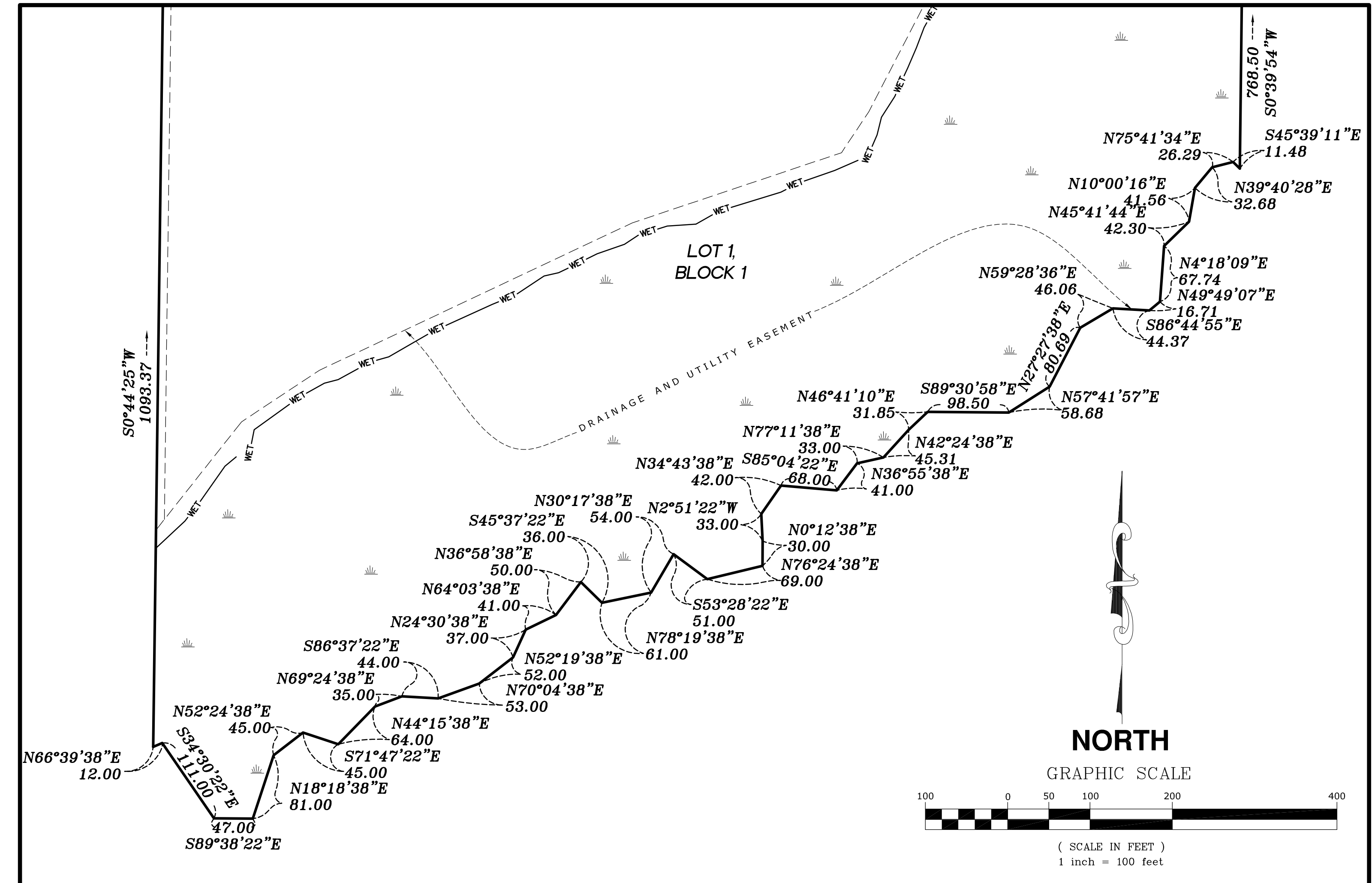
County Recorder/Registrar of Titles County of Anoka, State of Minnesota

I hereby certify that this plat of DAVIS FARMS SECOND ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this ____ day of _____, 20__, at ____ o'clock __.M. and was duly recorded as Document Number _____.

County Recorder/Registrar of Titles

By _____, Deputy

"DETAIL A"



DAVIS FARMS SECOND ADDITION

City of Ramsey
County of Anoka
Sec. 2 & 3, T32, R25

PRELIMINARY COPY

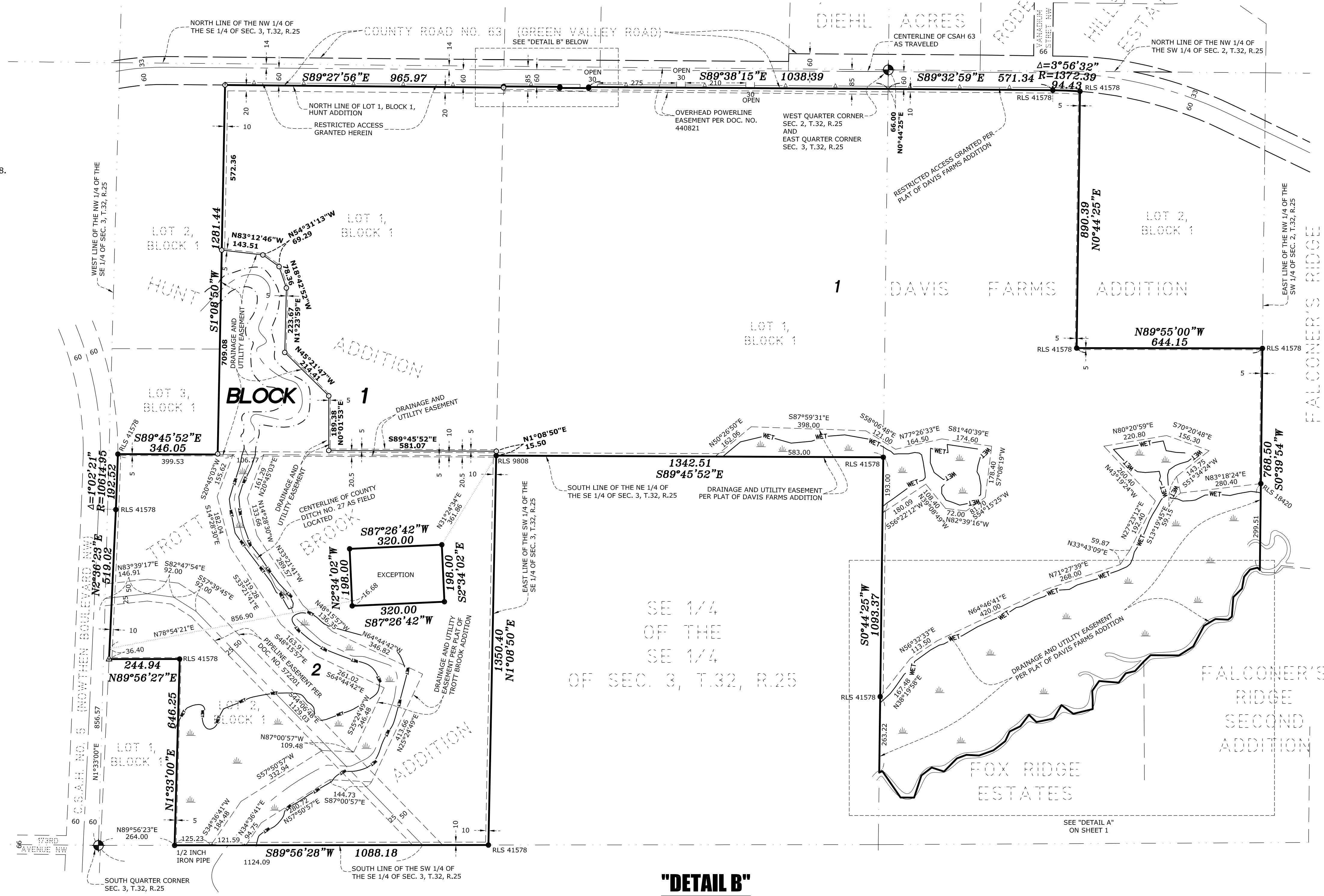
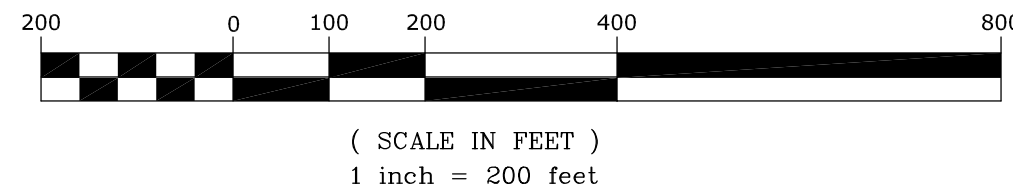
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LOCATION: C:\USERS\BBYER\EGRD\DESKTOP\REMOTE JOBS\17457 GREEN VALLEY
FILENAME: 17457-2022-FINAL PLAT.DWG
FILESIZE: 61.20MB

- ⊕ DENOTES ANOKA COUNTY MONUMENT
- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET, MARKED BY RLS NO. 41578.
- △ DENOTES SET WASHER AND NAIL STAMPED RLS NO. 41578.
- △— DENOTES RIGHT OF ACCESS DEDICATED TO ANOKA COUNTY.
- WET DENOTES WETLAND DELINEATED BY JACOBSON ENVIRONMENTAL IN 2017.
- - - DENOTES APPROXIMATE EDGE OF WETLAND PER AERIAL MAPPING.

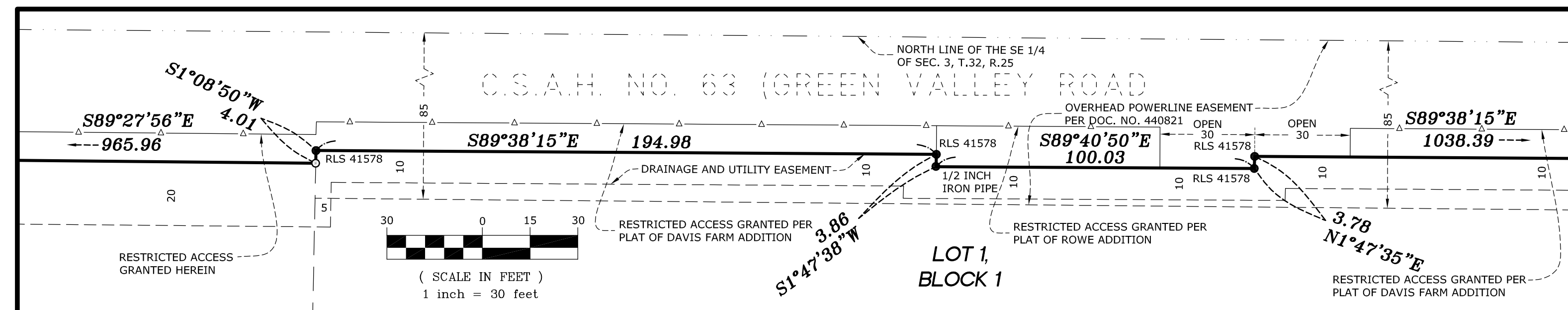
FOR THE PURPOSES OF THIS PLAT THE NORTH LINE OF LOT 1, BLOCK 1, HUNT ADDITION IS ASSUMED TO HAVE A BEARING OF SOUTH 89 DEGREES 27 MINUTES 56 SECONDS EAST.

NORTH

GRAPHIC SCALE



"DETAIL B"



E. G. RUD & SONS, INC.
EST. 1977 Professional Land Surveyors

Meeting Date: 08/23/2022

By: Todd Larson, Community Development

Information

Title:

Green Valley Greenhouse/Davis Farms 2nd Addition Plat and Rezoning

Purpose/Background:

Background

The City Council approved the Comprehensive Plan amendment, the amended conditional use permit (CUP), and the introduction of the rezoning ordinance at its meeting on August 8.

Green Valley Greenhouse (GVG) has been in operation for many years along the south side of Green Valley Road. Over the years, the business has expanded after receiving the proper approvals. The most recent approval, in 2018, identified an overall area for additional greenhouses to be installed in phases over the years. GVG is planning to purchase a 22-acre portion of the property to the west owned by the Hunt family to expand the greenhouse operations further. The portion southwest of the meandering ditch will be retained by the Hunt family.

Notification:

Staff mailed a public hearing notice to property owners within 700 feet of the parcels included in the plat on July 28, 2022. A notice of the Public Hearing was also published in the Anoka County UnionHerald, the City's official newspaper.

Observations/Alternatives:

Plat

The proposed minor (final) plat of Davis Farms 2nd Addition is proposed to turn these three existing platted parcels into two lots. By incorporating the area southwest of the ditch into the Hunt's southern parcel in the plat, the possibility of a landlocked parcel is eliminated.

Zoning

The GVG property is zoned R-1 MUSA. The Hunt property is split with the eastern half also being zoned R-1 MUSA-80 and the western half being zoned R-2. Commercial greenhouses are an allowed conditional use in the R-1 districts, though the use is not allowed in R-2. In order to expand greenhouses fully onto the adjacent property, it must be zoned entirely R-1 to accommodate it. Approximately six acres are affected. In exchange, a 6.73-acre portion of the Hunt property (conveniently drawn from two lot corners) is proposed to be rezoned to R-2.

Comprehensive Plan Amendment

Simply rezoning the R-2 to R-1 MUSA-80 on the Hunt property cannot be accomplished since that portion of land is also guided for medium density residential uses in the Comprehensive Plan. Zoning designations must be in conformance with the Comprehensive Plan per state statutes. An amendment to the Comprehensive Plan was approved on August 8 that re-guides the medium density land to low density residential. The amendment was forwarded to the Metropolitan Council for review on August 11.

In recent years, the City has been under pressure from the Metropolitan Council to maintain or increase overall density to justify its investment in the sanitary sewer system in Ramsey. Getting the Metropolitan Council to sign off on downgrading approximately six acres is extremely unlikely as our existing overall density is at 2.9 units/acre (3.0 units/acre is the benchmark). Therefore, the applicant is looking to swap density on the Hunt's property to the south. This land is still adjacent to other medium density property. Once the density is swapped, the rezoning can occur for both the area that GVG is purchasing and what the Hunt family is retaining.

Funding Source:

All costs associated with the application is the responsibility of the applicant.

Recommendation:

At its meeting on July 28, 2022, the Planning Commission recommended (6-1) to approve the proposal. Concerns about noise and traffic were discussed along with different options for guiding/zoning the Green Valley Greenhouse property. The Environmental Policy Board (EPB) reviewed the proposal and recommended approval of it contingent upon submitting a landscape plan on July 19.

Action:

Two motions are required at this time:

Motion to adopt Ordinance #22-24 rezoning lands between R-1 MUSA-80 and R-2 southeast of Green Valley Road NW and Nowthen Blvd. NW.

Motion to adopt Resolution #22-183 approving the final plat of Davis Farms Second Addition.

Attachments

Location Map

Narrative

Rezoning Ordinance #22-24

Plat Resolution #22-183

Davis Farms 2nd Addition Final Plat

Zoning/Land Use Exhibits

Form Review**Inbox**

Brian Hagen

Form Started By: Todd Larson

Final Approval Date: 08/18/2022

Reviewed By

Brian Hagen

Date

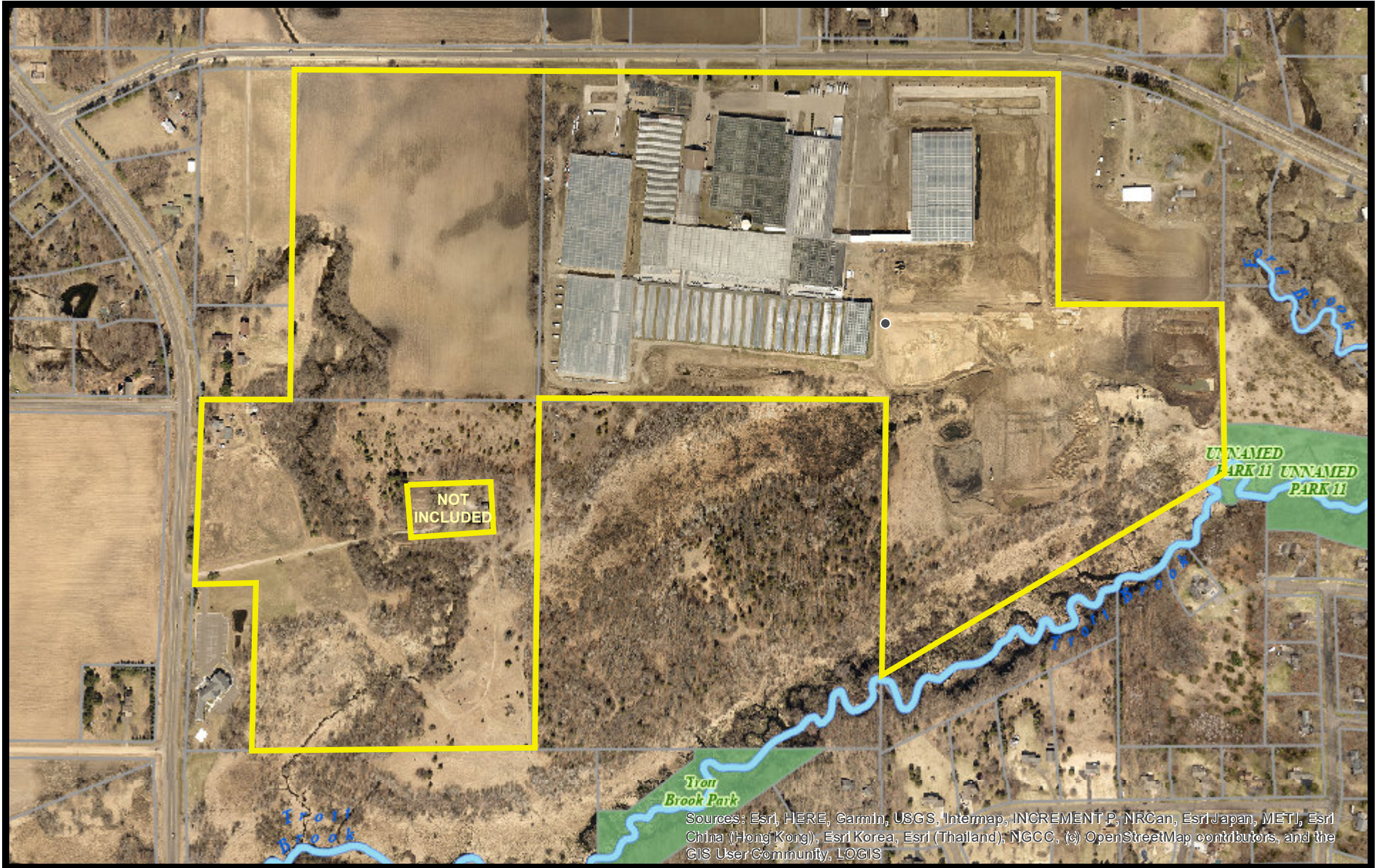
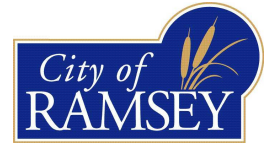
08/18/2022 03:25 PM

Started On: 08/10/2022 08:13 AM

PID #'s:
03-32-25-42-0002
03-32-25-43-0006
03-32-25-41-0005

Green Valley Greenhouse

6530 and 6750 Green Valley Road NW



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

Print Date: July 12, 2022

0.0375 0.075 0.15 0.225 0.3 mi



6530 Green Valley Rd. Ramsey, MN 55303 (763) 753-1621

July 29, 2022

To The City of Ramsey:

We are interested in purchasing approximately 22 acres of land directly west of our property that is currently owned by Judith Hunt. Our purpose for the purchase is to use the property for greenhouse buildings growing crops like recent buildings we erected on the east side of our property.

We do not anticipate any increase in traffic on Green Valley Road for these reasons:

1. We are not adding retail space and retail traffic will remain unchanged.
2. Our employee count will not increase due to increased efficiencies from robotics and automation.
3. We currently have crops grown at off-site facilities that are transported to our facility and then shipped to our customers. We will eliminate the need to transport that product to our facility which will reduce traffic on Green Valley Road.

We have done several things in recent years to reduce/eliminate noise. The buildings on this property will be the new style of open roof natural ventilation resulting in no ventilation fans.

We are actively exploring the idea of reclaiming rainwater and all irrigation water used on the new site. Our desire is to not dig a new well for the new site and use reclaimed water for all our irrigation needs.

Currently there is a 6.3-acre area zoned R-2 on the site. The Hunt family has agreed to move that to their property and the desire is to have at least the same amount of buildable area as before in the new R-2 zoned area.

To accomplish this plan, we are requesting a zoning amendment, comprehensive plan amendment, master site plan review, new plat, and an updated conditional use permit allowing greenhouse use on the new property.

As part of the master site plan, we are adding a proposed greenhouse on the south side of our far east greenhouses in the area that is currently outdoor mum field. We anticipate building on that site within the next three years.

We anticipate building greenhouses on the new 22-acre site in about five years and expect it will take 7-10 years for the buildout to be complete.

Thank you for considering these requests.

Brad Wolf, CEO
Aaron Davis, President
Phil Johnson, CFO

ORDINANCE #22-24

**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. AMENDMENTS

The following legally described property is hereby rezoned from R-1 MUSA-80 and R-2 to R-1 MUSA-80:

6530 and 8750 Green Valley Road Northwest

Lot 1, Block 1, Davis Farms Second Addition, Anoka County, Minnesota

The following legally described property is hereby rezoned from R-1 MUSA-80 and R-2 to R-1 MUSA-80 and R-2:

17455 Nowthen Boulevard Northwest:

Lot 2, Block 1, Davis Farms Second Addition, Anoka County, Minnesota

Both parcels are depicted on the attached exhibit.

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:

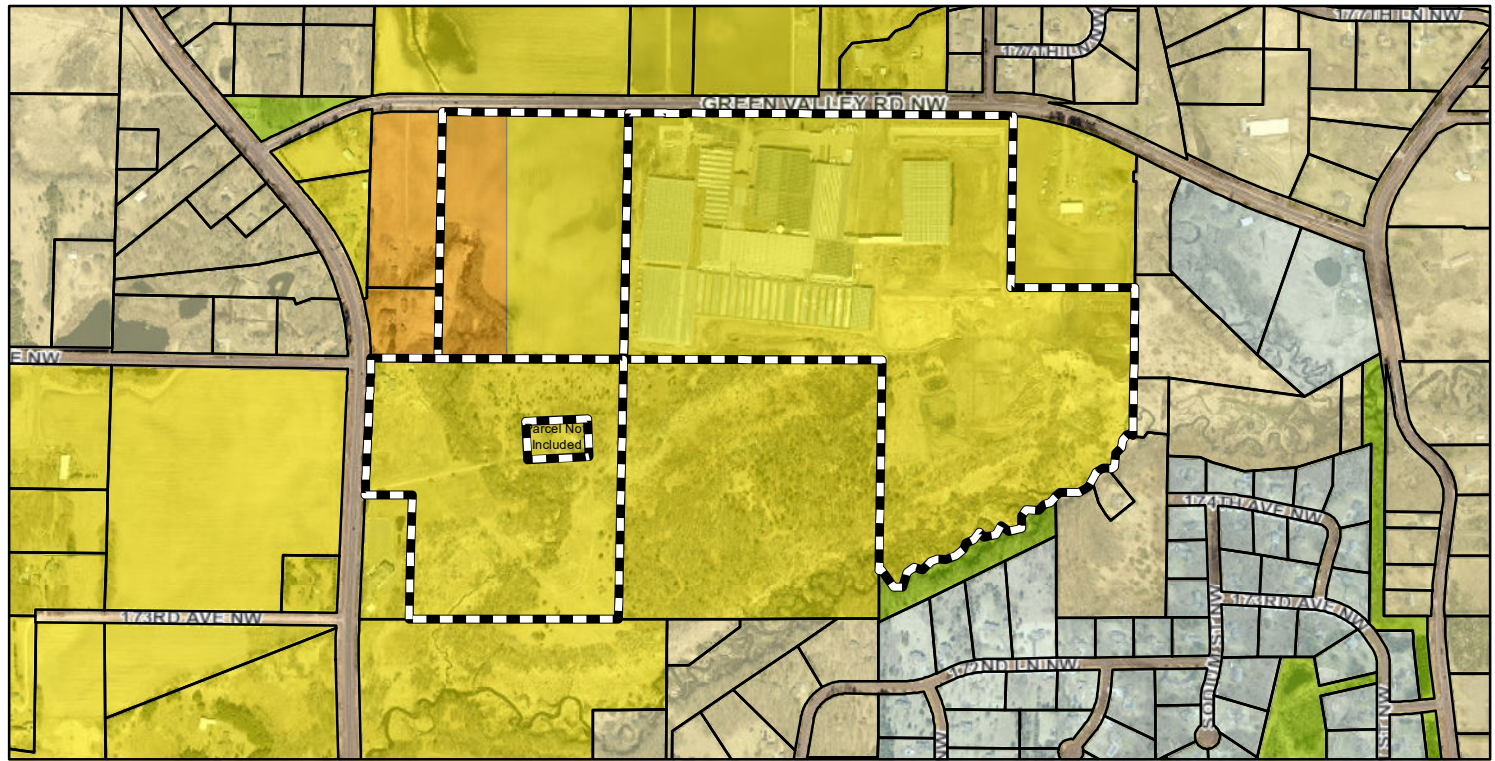
City Clerk

Introduction:
Posting dates:
Adoption date:
Publication date:
Effective date:

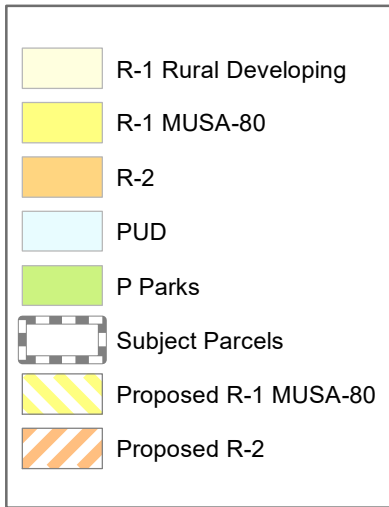
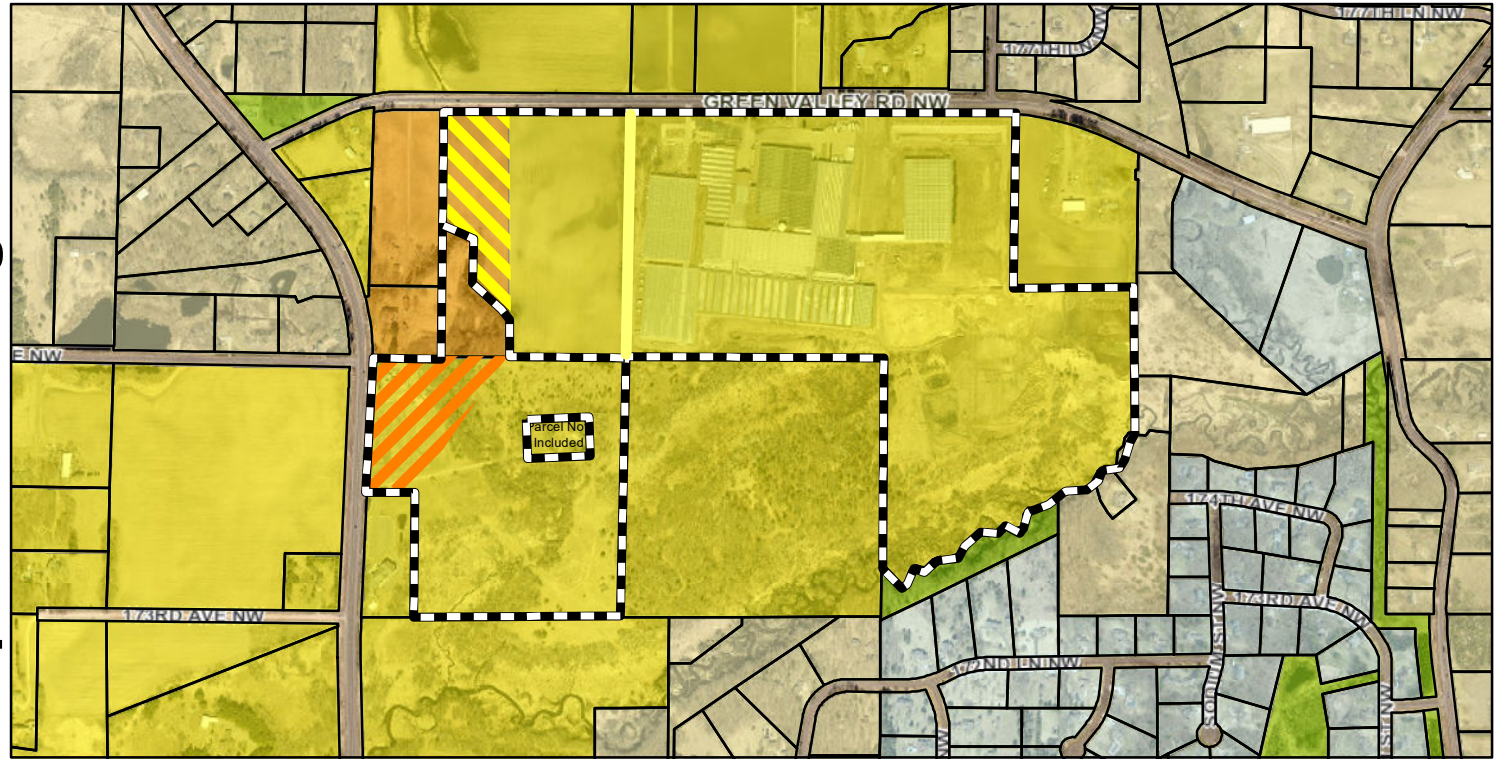
Green Valley Greenhouse/ Davis Farms 2nd Addition

Planning Commission
July 28, 2022

Existing Zoning



Proposed Zoning



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

RESOLUTION #22-183

**RESOLUTION GRANTING FINAL PLAT APPROVAL
OF “DAVIS FARMS SECOND ADDITION”**

WHEREAS, Mr. Phil Johnson, hereafter referred to as “Applicant”, properly applied for Sketch Plan and Final Plat approval of the following described property located in the City of Ramsey:

Lot 1, Block 1, DAVIS FARMS ADDITION, Anoka County, Minnesota
Lot 1, Block 1, HUNT ADDITION, Anoka County, Minnesota
Lot 2, Block 1, TROTT BROOK ADDITION, Anoka County, Minnesota

Or upon platting:

Davis Farms Second Addition, Anoka County, Minnesota

(the ‘Subject Property’); and

WHEREAS, on August 23, 2022, the City Council introduced Ordinance #22-25 vacating drainage and utility easements on the Subject Property; and

WHEREAS, the result of this final plat includes a lot line adjustment and lot consolidation.

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

- 1) That the Ramsey City Council hereby grants final plat approval of “Davis Farms Second Addition” in accordance with relevant City Codes, subject to the following conditions:
 - a) Approval by the City Engineer; and
 - b) Final Plat subject to review and approval as to legal form by the City Attorney; and
 - c) Adoption of Ordinance 22-25 vacating all existing drainage and utility easements on the Subject Property with the intent of dedicating new revised easements on this plat.

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 23rd day of August, 2022.

Mayor

ATTEST:

City Clerk

DAVIS FARMS SECOND ADDITION

City of Ramsey
County of Anoka
Sec. 2 & 3, T32, R25

KNOW ALL PERSONS BY THESE PRESENTS: That Davis Farms, LLC, a Minnesota Limited Liability Corporation, owner, of the following described property:

Lot 1, Block 1 DAVIS FARMS ADDITION, Anoka County, Minnesota.

and that Judith A. Hunt, as trustee of the Ronald E. Hunt Trust dated March 20, 2020 (as to an undivided 1/2 Interest) and Judith A. Hunt, as trustee of the Judith A. Hunt Trust dated March 20, 2020 (as to an undivided 1/2 Interest), owners of the following described property:

Lot 1, Block 1, HUNT ADDITION, Anoka County, Minnesota.

AND

Lot 2, Block 1, TROTT BROOK ADDITION, Anoka County, Minnesota.

Have caused the same to be surveyed and platted as DAVIS FARMS SECOND ADDITION and do hereby dedicate to the public for public use the drainage and utility easements as shown by this plat. Also dedicating to the County of Anoka the right of access onto County State Aid Highway No. 63 as shown on this plat.

In witness whereof said Davis Farms, LLC, a Minnesota Limited Liability Corporation, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

DAVIS FARMS, LLC

_____, as _____

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20____ by _____, as _____ of Davis Farms, LLC, a Minnesota Limited Liability Corporation, on behalf of the corporation.

Notary Public, _____ County, Minnesota
My Commission Expires _____

In witness whereof said Judith A. Hunt as trustee of the Ronald E. Hunt Trust dated March 20, 2020, has hereunto set her hand this ____ day of _____, 20____.

Judith A. Hunt as trustee of the Ronald E. Hunt Trust dated March 20, 2020

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20____ by Judith A. Hunt as trustee of the Ronald E. Hunt Trust dated March 20, 2020.

Notary Public, _____ County, Minnesota
My Commission Expires _____

In witness whereof said Judith A. Hunt as trustee of the Judith A. Hunt Trust dated March 20, 2020, has hereunto set her hand this ____ day of _____, 20____.

Judith A. Hunt as trustee of the Judith A. Hunt Trust dated March 20, 2020

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20____ by Judith A. Hunt as trustee of the Judith A. Hunt Trust dated March 20, 2020.

Notary Public, _____ County, Minnesota
My Commission Expires _____

I Jason E. Rud do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20____.

Jason E. Rud, Licensed Land Surveyor
Minnesota License No. 41578

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20____ by Jason E. Rud.

Notary Public, _____ County, Minnesota
My Commission Expires _____



City Council, City of Ramsey, Minnesota

This plat of DAVIS FARMS SECOND ADDITION was approved and accepted by the City Council of the City of Ramsey, Minnesota at a regular meeting thereof held this ____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Ramsey, Minnesota

By _____ Mayor

By _____ Clerk

County Surveyor

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

David M. Ziegmeier
Anoka County Surveyor

County Auditor/Treasurer

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

Property Tax Administrator

By _____, Deputy

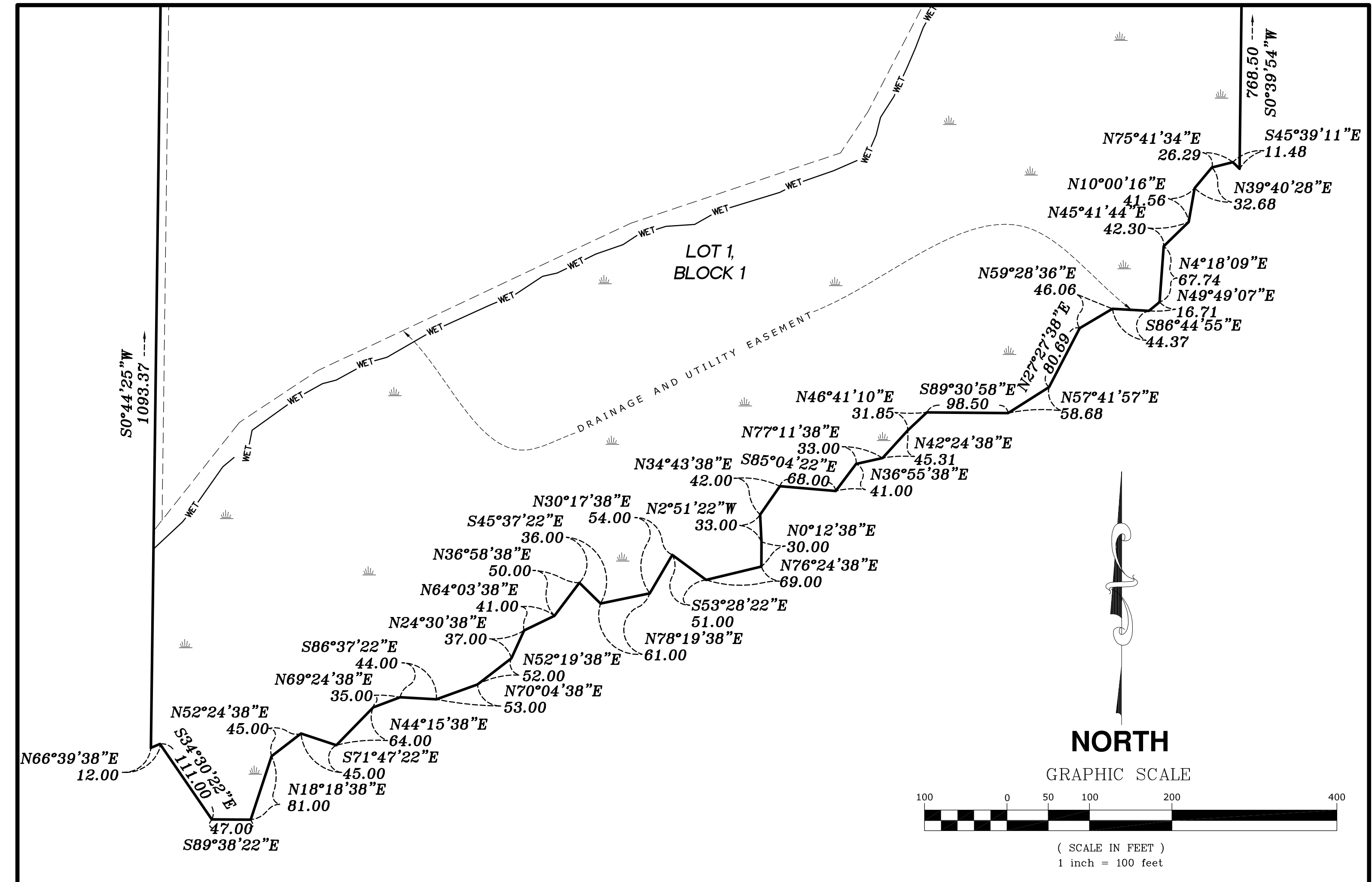
County Recorder/Registrar of Titles County of Anoka, State of Minnesota

I hereby certify that this plat of DAVIS FARMS SECOND ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this ____ day of _____, 20____, at ____ o'clock ____ M. and was duly recorded as Document Number _____.

County Recorder/Registrar of Titles

By _____, Deputy

"DETAIL A"



DAVIS FARMS SECOND ADDITION

City of Ramsey
County of Anoka
Sec. 2 & 3, T32, R25

PRELIMINARY COPY

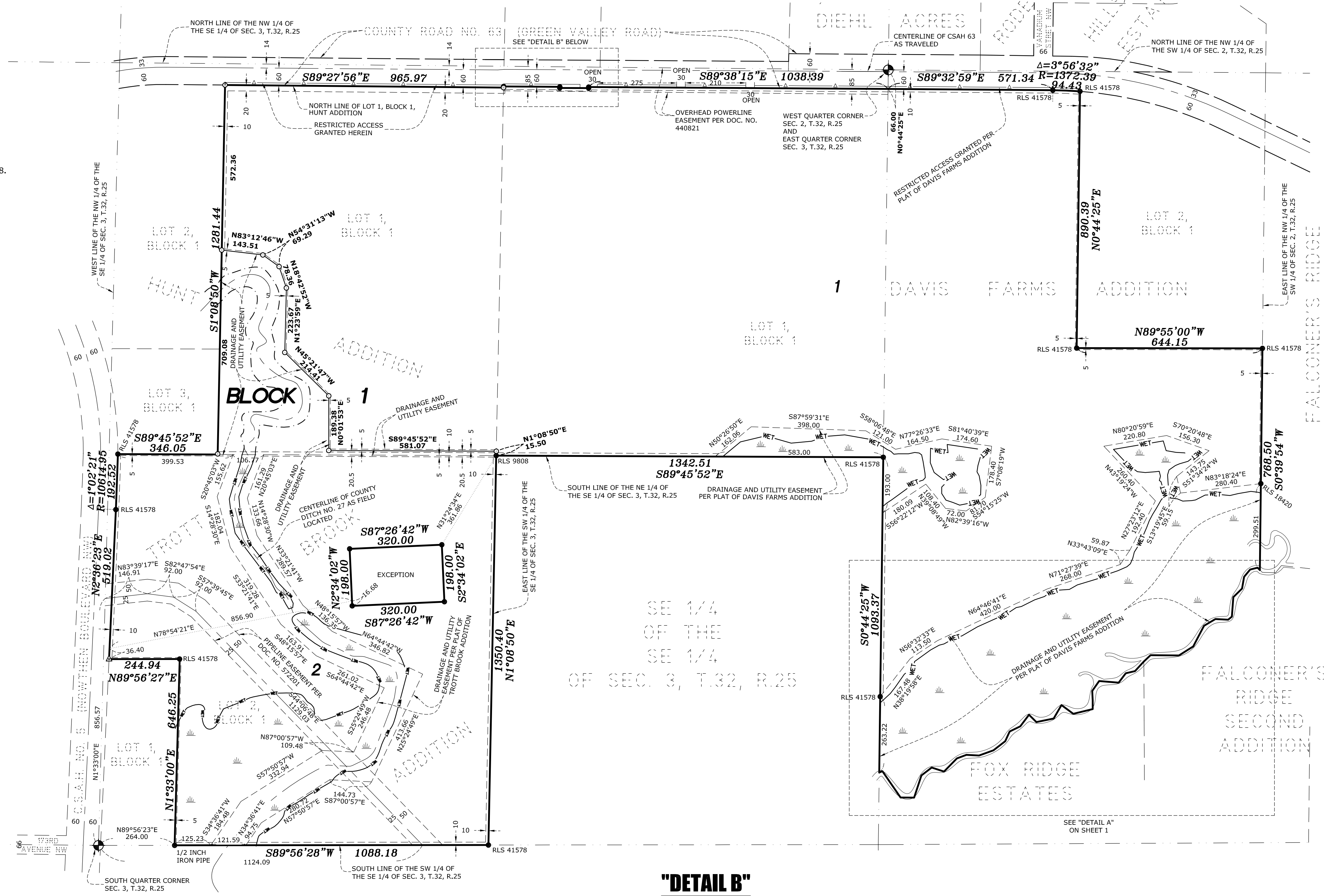
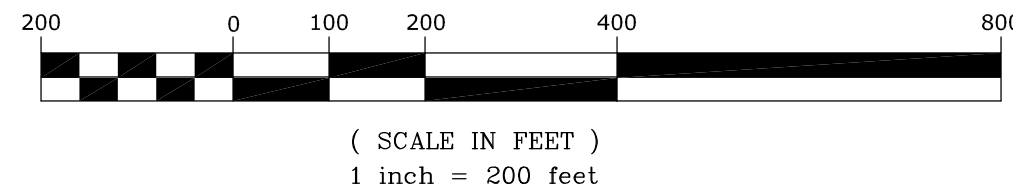
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FILESIZE: 61.20MB

- ⊕ DENOTES ANOKA COUNTY MONUMENT
- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET, MARKED BY RLS NO. 41578.
- △ DENOTES SET WASHER AND NAIL STAMPED RLS NO. 41578.
- △— DENOTES RIGHT OF ACCESS DEDICATED TO ANOKA COUNTY.
- WET— DENOTES WETLAND DELINEATED BY JACOBSON ENVIRONMENTAL IN 2017.
- - - DENOTES APPROXIMATE EDGE OF WETLAND PER AERIAL MAPPING.

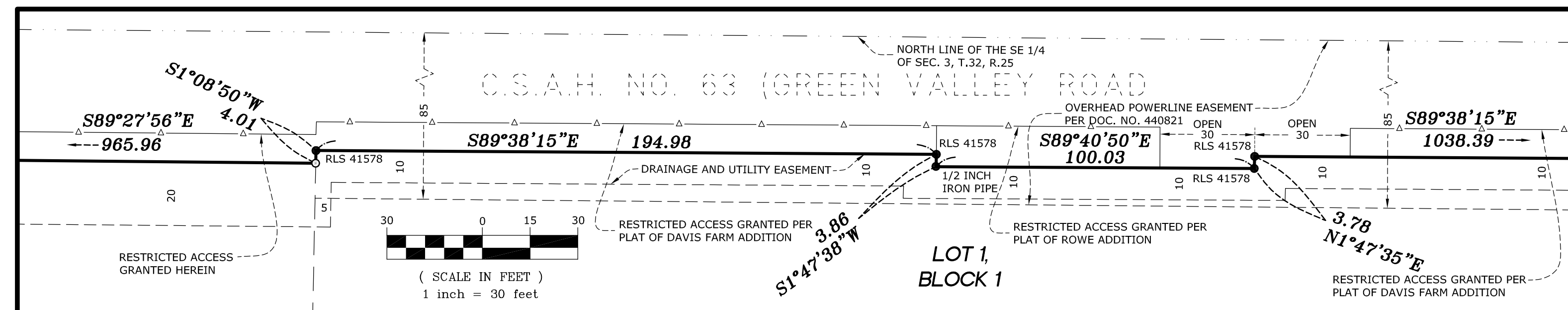
FOR THE PURPOSES OF THIS PLAT THE NORTH LINE OF LOT 1, BLOCK 1, HUNT ADDITION IS ASSUMED TO HAVE A BEARING OF SOUTH 89 DEGREES 27 MINUTES 56 SECONDS EAST.

NORTH

GRAPHIC SCALE



"DETAIL B"

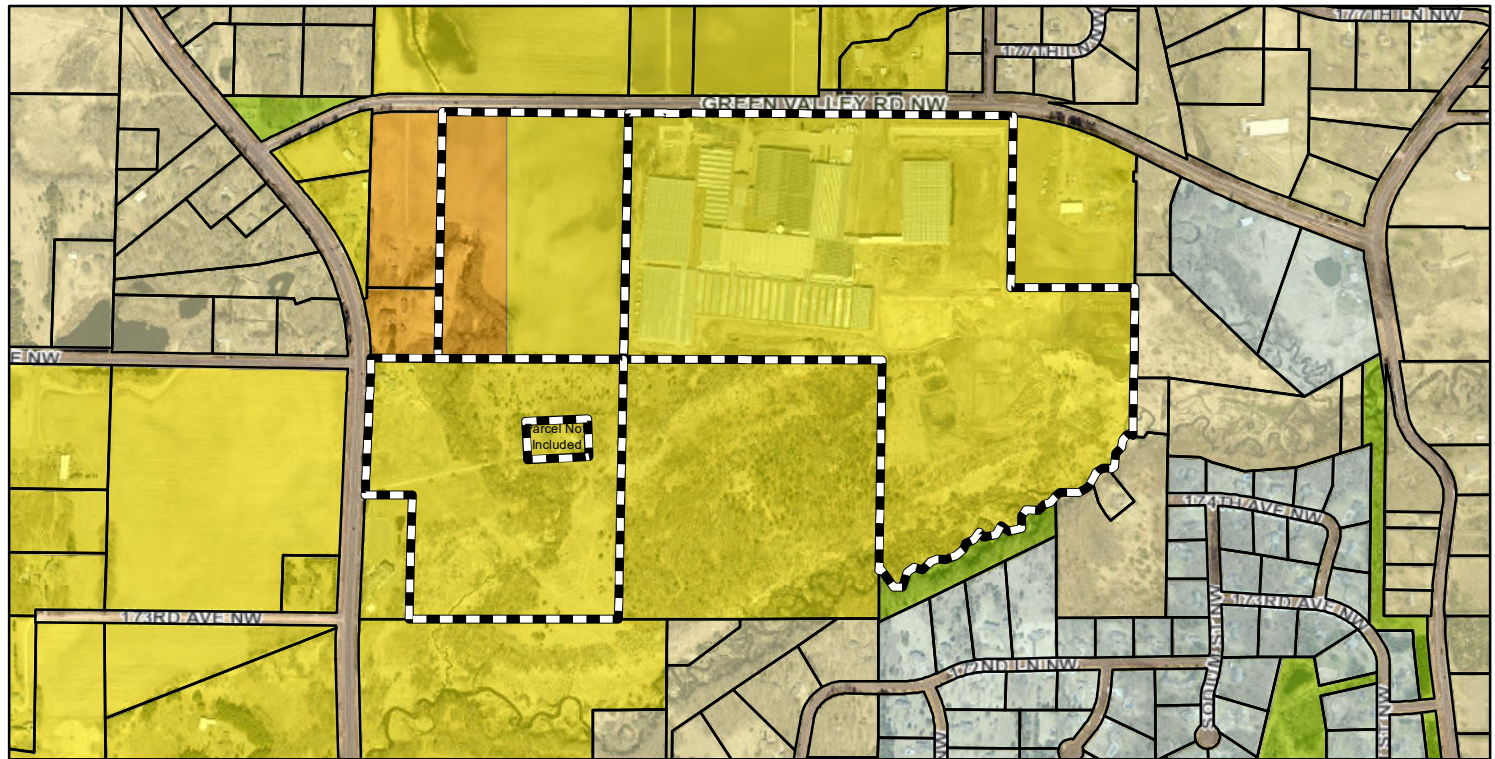


E. G. RUD & SONS, INC.
EST. 1977 Professional Land Surveyors

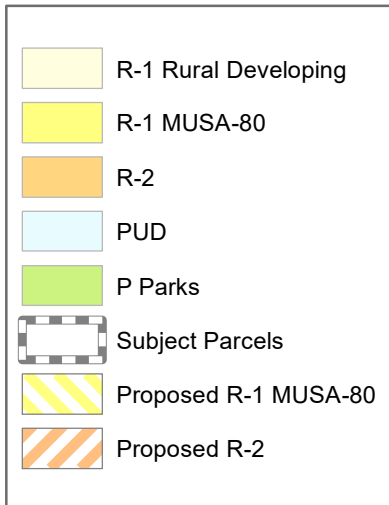
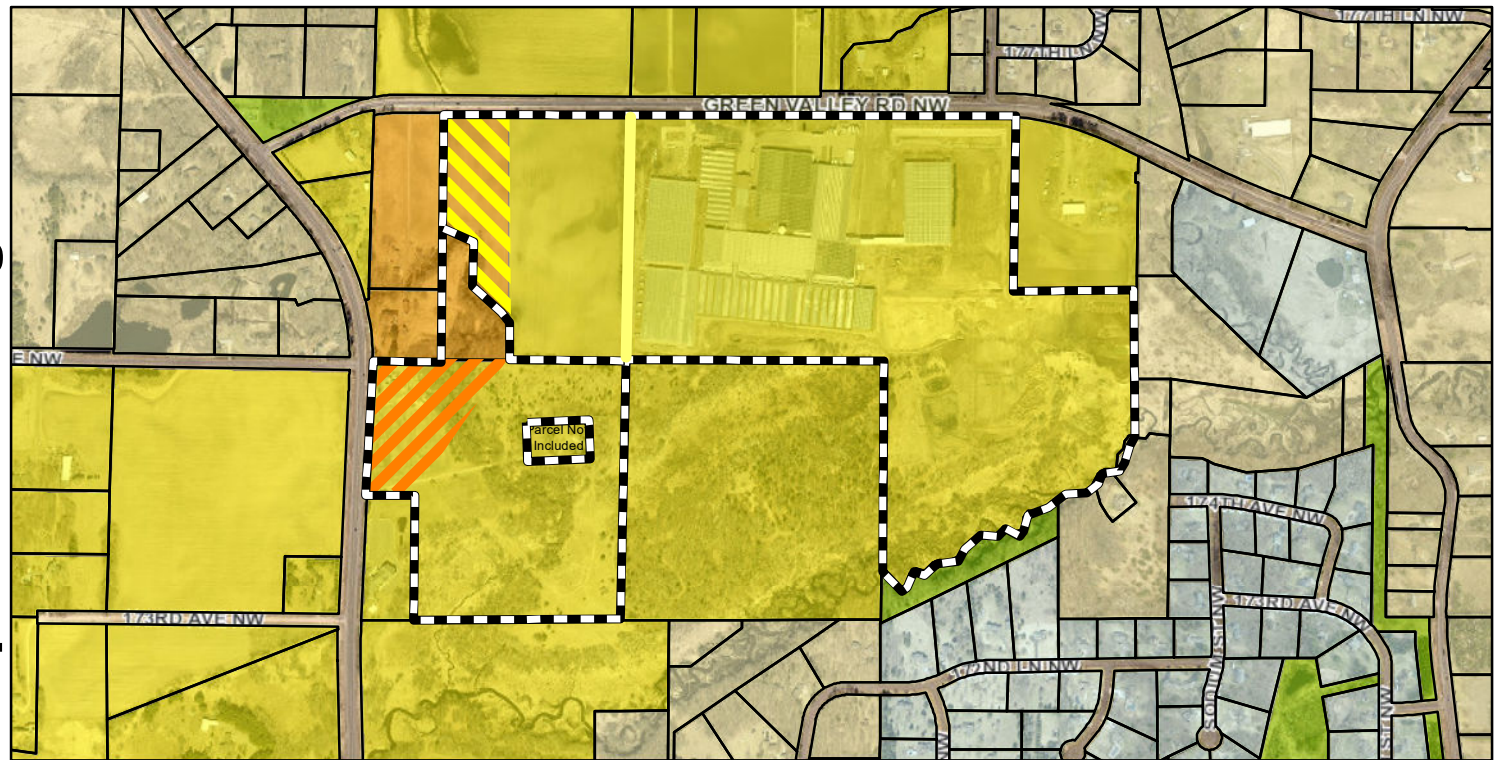
Green Valley Greenhouse/ Davis Farms 2nd Addition

Planning Commission
July 28, 2022

Existing Zoning



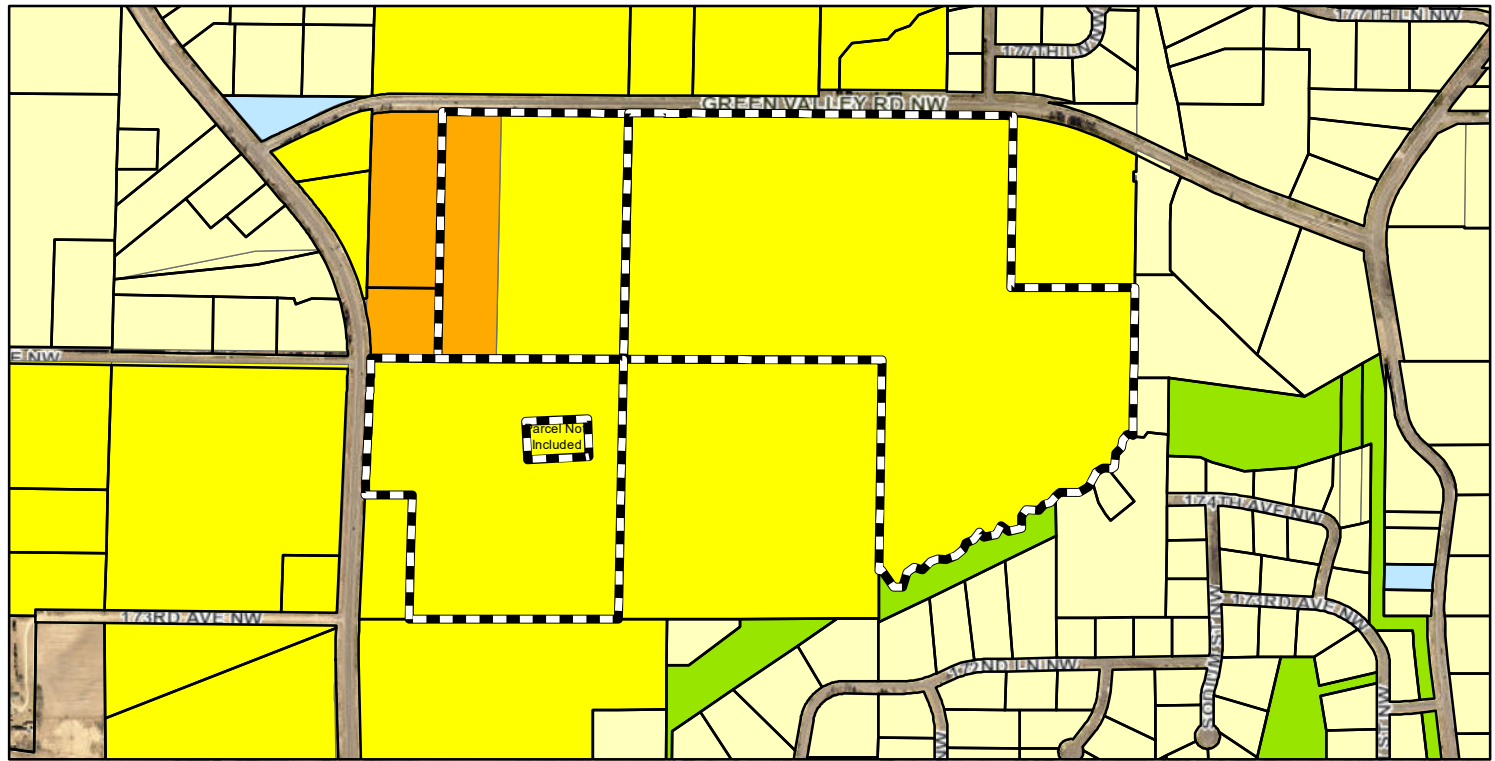
Proposed Zoning



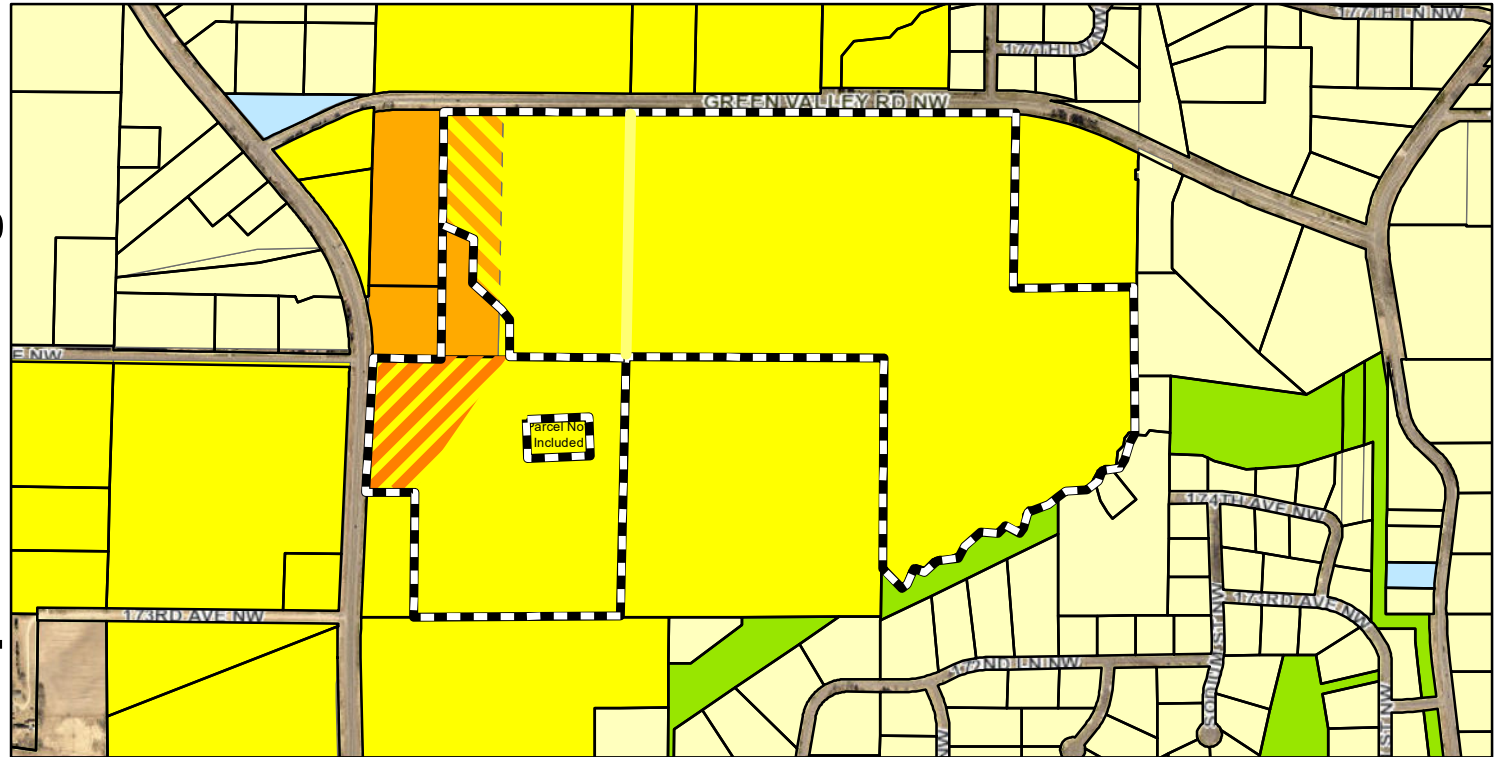
Green Valley Greenhouse/ Davis Farms 2nd Addition

Planning Commission
July 28, 2022

Existing Guiding



Proposed Guiding



Land Use 2040

- Low Density Residential
- Medium Density Residential
- Park
- Public/Quasi Public
- Rural Developing
- Subject Parcels
- Proposed LDR
- Proposed MDR

Meeting Date: 08/23/2022

By: Brian Hagen, Administrative Services

Information

Title:

Resolution #22-208 Approving Purchase Agreement of a Portion of Outlot B, Elmcrest Sanctuary, Anoka County, Minnesota (this portion of the meeting may be closed to the public per MS 13D.05 Subd. 3 (c) (3)) **Please Note: this case was moved from Case 7.6 to Case 7.2 on the Regular Agenda.**

Purpose/Background:

The City Council has held multiple closed sessions to review various terms of an offer to sell a portion of land to the City for the purpose of fee title ownership for the north entrance to Elmcrest Park. The City Council provided broader direction to the negotiating team during these sessions. Over the past several months, a team of City representatives (Councilmember Heineman, City Attorney Knaak, Former City Administrator Kurt Ulrich and Current City Administrator Brian Hagen) have negotiated terms of a purchase agreement with Balckjack Farms, LLC. On June 14, 2022, the City Council directed its City Attorney and City Administrator to finalize a Purchase Agreement. The City has received a signed Purchase Agreement by Blackjack Farms, LLC for consideration.

This discussion is recommended to be closed to the public per MS 13D.05 Subd. 3.(c)(3) in order to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

If the meeting does go into closed session the following parcels must be identified for the record by Legal Description and Property Tax ID Number:

Outlot B, Elmcrest Sanctuary - Property Tax ID # 11-32-25-34-0012

Outlot A, Elmcrest Sanctuary - Property Tax ID # 11-32-25-34-0011

If the City Council is agreeable to the Purchase Agreement, a resolution is attached to the case for consideration to approve the terms of the Purchase Agreement. Approval of the Resolution would be required to occur in an open meeting of the City Council.

Notification:

No notification is required.

Time Frame/Observations/Alternatives:

Alternative #1: Adopt Resolution #22-208. The Purchase Agreement would be executed and staff would work with the seller to complete th provisions identified within the agreement.

Alternative #2: During the Closed Session, provide further direction to the negotiating team on adjustments to the terms of the agreement.

Funding Source:

Funding could be provided through Park Dedication Fees.

Recommendation:

Staff recommends approval of Resolution #22-208.

Outcome/Action:

Motion to adopt Resolution #22-208 and to direct its City Administrator to complete buyer responsible provisions within the Purchase Agreement.

Attachments

Elmcrest Entrance Lot Purchase Exhibit 8 11 22
Purchase Agreement - Signed by Blackjack Farms
Res 22-208

Form Review

Inbox

Brian Hagen

Form Started By: Brian Hagen

Final Approval Date: 08/18/2022

Reviewed By

Brian Hagen

Date

08/18/2022 03:02 PM

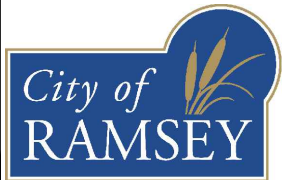
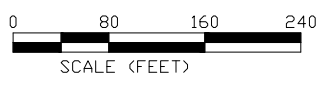
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33' WIDE ACCESS POINT

30' WIDE RESTRICTED STORAGE AREA

LOT LINE (10' WEST OF PARK DRIVE)

ELMCREST PARK ENTRANCE
LOT PURCHASE EXHIBIT



PURCHASE AGREEMENT

Upon payment in the amount of **One Hundred Thousand and no hundredths dollars (\$100,000.00)**, Blackjack Farms, L.L.C. (hereinafter, the "Seller") a Minnesota Limited Liability Company agrees to convey to the City of Ramsey, a municipal corporation and charter city operating under the laws of Minnesota (hereinafter, the "Buyer"), the following:

The fee title interest underlying the roadway in the City of Ramsey known as "Quicksilver Street Northwest" as well as a strip immediately to the west thereof of ten (10) feet, creating a fee in a public right-of-way of way of approximately 60 feet, which property is evidenced by the document attached hereto as "Exhibit 1", estimated to consist of 1.78 acres, more or less, and which shall be more precisely described in a survey to be undertaken for that purpose by the Buyer. The cost of the aforesaid survey will be split equally between the Buyer and the Seller.

- 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.

PRORATIONS: All items customarily prorated and adjusted in connection 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.

- 4. EXAMINATION OF TITLE:** Within a reasonable time after acceptance of this Purchase Agreement, Buyer may elect to 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:

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.

5. **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 as the parties may mutually arrange. The Purchaser shall pay all closing costs.
6. **POSSESSION:** Seller shall deliver possession of the property on the date of Closing.
7. **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.)

8. **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.)

9. **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.
- D. Tree Plantings.** Upon closing, Seller shall plant no less than 9 trees on the easement of one inch or more in diameter of a species agreed to by Buyer and shall guarantee the survival of those trees for a period of one year, unless otherwise waived by Buyer.
- E. Fencing.** Seller shall construct a fence of a type or design for containing cattle or similar animals from encroaching on the western boundary of the right of way. The fence may be constructed on the property line with no setback.
- F. Property Access.** A thirty-three foot easement for access purposes for the benefit of seller shall be recorded against the northern boundary of the property.
- G. Storage.** There will be no storage of equipment or materials within thirty feet of the right-of-way created herein.

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

SELLER: Blackjack Farms, L.L.C
 By Attorney Paul Sarratori
 2601 Coon Rapids Blvd.
 Coon Rapids, MN 55433

BUYER: 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 expressly delegated authority to execute this Agreement on behalf of the stated parties, both the Seller and Buyer agree to the above terms.

BUYER:
City of Ramsey, a Minnesota municipal corporation

By: _____
 Brian Hagen, City Administrator

Dated: _____

By: _____
 Mark Kuzma, Mayor

Dated: _____

SELLER:
Blackjack Farms L.L.C.

Michael James Sykes
By: _____
 Michael Sykes, It's ^{owner} _____

 08/12/2022
Dated: _____

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #22-208

RESOLUTION APPROVING PURCHASE AGREEMENT FOR ELMCREST PARK ENTRANCE PROPERTY

WHEREAS, the City of Ramsey (Buyer) and Blackjack Farms, L.L.C. (Seller) have negotiated terms of a Purchase Agreement associated with the north park entrance to Elmcrest Park; and

WHEREAS, the Seller would convey a portion of land to the Buyer in fee title interest for an amount of \$100,000; and

WHEREAS, the Purchase Agreement establishes provisions to be completed by both the Seller and the Buyer; and

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

- 1) That the Ramsey City Council hereby approves the Purchase Agreement between the City of Ramsey and Blackjack Farms, L.L.C. in the amount of \$100,000 and subsequent provisions established within the Purchase Agreement.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of August, 2022.

Mayor

ATTEST:

City Clerk

CC Regular Session

7. 3.

Meeting Date: 08/23/2022

Submitted For: Sean Sullivan, Community Development

By: Sean Sullivan, Community Development

Information

Title:

Adopt Resolution #22-185 Approving Purchase Agreement and Sale of Outlot A, Gigi Addition; Case of Schiebout Family Limited Partnership
(Portions may be closed to the public)

Purpose/Background:

The City Council may choose to go into closed session pursuant to Minnesota Statutes section 13D.05, subdivision 3(c)(3) to consider offers or counteroffers for the purchase or sale of real or personal property. If the City Council chooses to enter into to closed session the statute and reason above needs to be referenced along with legal description (Outlot A, Gigi Addition) and the Anoka County Tax ID number 28-32-25-23-0020.

The purpose of this case is to consider approval of a purchase agreement to sell Outlot A, Gigi Addition to The Schiebout Family Limited Partnership, LLLP. Staff has been working with The Schiebout Family Limited Partnership, LLLP (the "Developer") over the past year to put together a hotel project. This ownership group has the same members of the Delta Mod Tech project and the group wants to do more to help build their business and the community. This group has shown that they have the capacity to build a project from the ground up and be successful. The Developer been in discussions with major hotel flags like Hilton and Marriot and are close to making a decision. The developer is new to the hotel business and is relying on other experts in the industry and at the City to help guide them through the development process. The group is aware of the Cobblestone project and the financial TIF assistance the City committed to, and would like to do of something similar size (around 60-80 units) but not including a steak house. The Developer has reviewed pre-Covid Market Demand Study information that supports investment in Ramsey but asked for more time to conduct a more current demand analysis to re-evaluate the Ramsey market. The Developer has completed its demand study that was supported by the EDA and City Council. Review of the demand study by the Developer is promising and the developer is asking to move forward with a purchase agreement with the terms that were outlined in the LOI reviewed by the EDA and approved by the City Council in April 2022.

With the impacts of Covid-19 lessening and the hotel market slowly recovering, there will be an ask for assistance for the project in the form of a land cost write down in the executed LOI and Draft Purchase Agreement. Like the proposed Cobblestone project, a third party analysis will need to be done by Ehler's to see if assistance is truly warranted at a later date. Construction costs for projects over the past few years have increased greatly impacting the expected rate of return for new construction. In the event that the EDA and City Council are comfortable entering into a purchase agreement with TIF contingencies, Staff would ask the developer to submit a business assistance application to be acted on in a separate action by the EDA and City Council at a later date. The attached Draft Purchase Agreement allows for an 180 day inspection period which will give time for the Developer to work through the City TIF assistance, site plan and platting processes. Staff is looking for support by the City Council of proposed purchase agreement.

Notification:

Notification is not required.

Observations/Alternatives:

Observations:

Purchase Agreement

Considering that the Developer has shown the ability and financial capacity to build a project from the ground up (Delta ModTech) and the continued interest in further investment in Ramsey, Staff is asking the City Council to consider entering into the attached Purchase Agreement. The City has received \$5000 for the LOI which will be re-allocated to an escrow account to pay for the TIF Agreement, TIF Application and related analysis. If additional funds are needed to complete the analysis and agreements the Developer will need to replenish this escrow to cover City costs. Staff is asking the City Council to consider taking action to approve the attached Purchase Agreement. The Purchase Agreement is generally same structure and form of the one previously used for the approved Cobblestone project which contemplates a 100% land cost write-down through Tax Increment Financing.

General Project Description (to be further refined)

- 60-80 unit, Four Story Hotel with hot breakfast and indoor pool; a Certificate of Occupancy 16 months after Closing (could be extended to 16 months based on supply chain issues or force majeure). If this is not done, the City may exercise remedies in the standard Right of Re-Entry Agreement that would be filed at the closing of the land transaction.
- Assessed Value 5-6M
- Estimated Taxes - \$155,000 annually

General Terms of Purchase Agreement

- Parcel: Outlot A, Gigi Addition - +/- 1.43 acres
- Purchase Price and Valuation: The purchase price for the Property is \$1.00 on +/- 1.43 acres (62,290 square feet) as outlined in Exhibit A (the "Purchase Price"). The property valuation is \$311,454. (\$5.00/SF)
- Inspection Period: 180 days
- Right of Re-Entry Agreement Required
- Reimbursement of Platting costs up to \$3,500 if project proceeds.

Business Assistance Application

Staff anticipates submittal and review of a TIF Business Assistance Application no later than the October EDA meeting.

Alternatives:

- 1) Adopt Resolution #22-185 Approving Purchase Agreement and Sale of Outlot A, Gigi Addition; (as presented) subject to City Attorney review.
- 2) Adopt Resolution #22-185 Approving Purchase Agreement and Sale of Outlot A, Gigi Addition (with changes); subject to City Attorney review.
- 3) Something else.

Funding Source:

This case is being handled as part of normal Staff duties. If financial assistance is provided, TIF District 14 will be a funding source.

Recommendation:

The EDA met on August 11, 2022 and unanimously recommended that the City Council Staff enter into the attached Purchase Agreement with The Schiebout Family Limited Partnership, LLLP (as presented), subject to City Attorney review.

Action:

Motion to Adopt Resolution #22-185 Approving Purchase Agreement and Sale of Outlot A, Gigi Addition; subject to City Attorney review.

Attachments

Site Location Map

ACTION - Resolution #22-185

ACTION - PA Schiebout Hotel Signed

Letter of Pursuant

REFERENCE - Excerpt EDA Minutes 8.11.22

REFERENCE - LOI and PA Terms Executed

Form Review

Inbox

Sean Sullivan (Originator)
Brian Hagen
Form Started By: Sean Sullivan
Final Approval Date: 08/18/2022

Reviewed By

Sean Sullivan
Brian Hagen

Date

08/15/2022 10:26 AM
08/18/2022 02:17 PM
Started On: 08/11/2022 01:48 PM

Outlot A, Gigi Addition



Parcel Information:

28-32-25-23-0020

RAMSEY
MN 55303

Plat: GIGI ADDITION

Approx. Acres: 1.42694444

Commissioner: MATT LOOK

Owner Information:

RAMSEY CITY OF
7550 SUNWOOD DRIVE
RAMSEY
MN
55303

Sean Sullivan

1:2,400

Date: 4/1/2022

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 #22-185

RESOLUTION APPROVING PURCHASE AGREEMENT AND SALE OF OUTLOT A, GIGI ADDITION

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

WHEREAS, the City negotiated the terms of Purchase Agreement for the sale of Outlot A, Gigi Addition to **THE SCHIEBOUT FAMILY LIMITED PARTNERSHIP, LLLP** and/or its assigns (the “Buyer”); legally described in Exhibit A, attached hereto; and

WHEREAS, the City and the Buyer have negotiated a purchase price of \$1.00 on +/- 1.43 acres (62,290 square feet) as outlined in Exhibit A (the “Purchase Price”). The property valuation is \$311,454; 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 as referenced in the underlying legal in Ordinance #15-05. The parent parcel authorized for sale is 28-32-25-23-0010; and

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

WHEREAS, the Buyer is a company that is active and in good standing as documented in the Office of the Secretary of State as of August 15, 2022.

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

1) That the City hereby authorizes the sale of the Property to **THE SCHIEBOUT FAMILY LIMITED PARTNERSHIP, LLLP**, for \$1.00 on +/- 1.43 acres (62,290 square feet) as outlined in Exhibit A (the “Purchase Price”). The property valuation is \$311,454 (\$5.00/SF); subject to the following:

- a. Satisfactory review of the underwriting by the Seller demonstrating the need of financial assistance in the form of a land write down of \$311,454.
- b. City Council approval and execution of a Tax Increment Financing Agreement between the Seller and Buyer and or its assigns.
- c. City Council approval of Business Subsidy for Buyer and or its assigns.
- d. Hotel feasibility study supporting a viable market in the City of Ramsey,

Developer obtaining surveys, environmental and geotechnical reports, wetland studies and such other items Developer determines to be necessary to build and operate the proposed hotel.

- e. Seller's approval of a replat of the Property.
- f. Buyer and Seller entering into a Development Agreement on such terms as are satisfactory to Buyer;
- g. Any shared access easement(s) between the Property and any adjacent property required by Seller is in existence or has been obtained.

2) That the City Council 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 23rd of August 2022.

Mayor

ATTEST:

City Clerk

Exhibit A
Legal Description

Outlot A, Gigi Addition, to be platted as: T.B.D.

Anoka County PID Number: 28-32-25-23-0020

PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (sometimes, “Seller” or “City”), and **THE SCHIEBOUT FAMILY LIMITED PARTNERSHIP, LLLP** and/or its assigns, a Minnesota limited partnership (“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 August 4, 2022 (the “Effective Date”).

2. SALE OF PROPERTY. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller approximately 1.43 acres of vacant land, legally described as follows:

Outlot A, Gigi Addition, to be platted as: T.B.D.

Anoka County PID Number: 28-32-25-23-0020

3. PURCHASE PRICE. The purchase price for the Property is \$1.00 on +/- 1.43 acres (62,290 square feet) as outlined in Exhibit A (the “Purchase Price”). The property valuation is \$311,454.

4. INITIAL DEPOSIT; EARNEST MONEY AND ADDITIONAL EARNEST MONEY. Buyer has previously deposited the sum of Five Thousand and No/100 Dollars (\$5,000.00) (the “Initial Deposit”) with the City to pay costs of third party tax increment financing (“TIF”) analysis and the preparation of the TIF Agreement. Within five business days after the Effective Date, Buyer must deposit the sum of \$1.00 (the “Earnest Money”) with Guaranty Commercial Title, Inc. (“Escrow Agent”), via wire transfer or delivery of a certified check payable to Escrow Agent.

- a. 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.
- b. 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 DELIVERIES.** Seller has provided the Buyer an ALTA/NSPS 2016 survey (Table A, items 1-4 and 6, 8, and 11) for Outlot B, COR One (the "Survey") from a duly licensed surveyor dated April 18, 2017. Buyer may arrange with the surveyor to include additional information on the Survey at Buyer's expense. The City also has provided the Buyer with the recorded Gigi Addition plat. The Seller shall also provide to Buyer within ten (10) days of the Effective Date, copies of all environmental, geotechnical, wetland or other reports, plans or studies it has in its possession related to the Property.

6. **TITLE COMMITMENT.**

- a. Seller represents it has fee title to the Property. Seller makes no other 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.

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 **180 days from the Effective Date** (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, and the Seller shall pay any remaining Initial Deposit to Buyer.

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 Central 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: bhagen@cityoframsey.com

Buyer: THE SCHIEBOUT FAMILY LIMITED PARTNERSHIP, LLLP
Emily Allegra
8445 Bunker Lake
Blvd. NW
Ramsey, MN 55303
Email: emily@schieboutfa.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 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 One Thousand and 00/100 Dollars (\$1,000.00) earnest money with Escrow Agent for each extension. Each \$1,000 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; and (B) 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; and
- iii. 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; and
- ii. 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's own attorney's fees.
 3. One-half the cost of any closing fees.
 4. The cost of real estate broker commission fees as prescribed in Section 14.
 5. State Deed Tax.
 6. Such other reimbursements to Buyer pursuant to the terms of this Agreement.
- 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 12 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 Deposit 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. Buyer shall obtain a certificate of occupancy from the City of Ramsey for the construction of minimum 60 unit - 4 story hotel with pool compliant with COR Zoning requirements to be further defined by an approved Site Plan a year after closing. At Closing, a "Right of Re-Entry Agreement" must be executed and recorded to 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.

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. City of Ramsey will reimburse Buyer up to \$3500 for re-platting expense. The reimbursement will only take place upon a successful closing and City of Ramsey is not responsible for any cost reimbursement if Buyer does not close on subject property. Buyer to provide written documentation of platting costs for reimbursement.

31. CONTINGENCIES. In addition to all other requirements and contingencies by the Buyer and Seller herein, Buyer's obligation to acquire the Property and the Purchase Price of \$1.00 is contingent on the following:

- a. Satisfactory review of the underwriting by the Seller demonstrating the need of financial assistance in the form of a land write down of \$311,454.
- b. City Council approval and execution of a Tax Increment Financing Agreement between the Seller and Buyer and or its assigns.
- c. City Council approval of Business Subsidy for Buyer and or its assigns.
- d. Hotel feasibility study supporting a viable market in the City of Ramsey, Developer obtaining surveys, environmental and geotechnical reports, wetland studies and such other items Developer determines to be necessary to build and operate the proposed hotel.
- e. Seller's approval of a replat of the Property.
- f. Buyer and Seller entering into a Development Agreement on such terms as are satisfactory to Buyer;
- g. Any shared access easement(s) between the Property and any adjacent property required by Seller is in existence or has been obtained.

SELLER: The City of Ramsey, a Minnesota municipal corporation

By: _____
Mark E Kuzma, Mayor

Dated: _____, 2022

By: _____
Brian Hagen, City
Administrator

Dated: _____, 2022

BUYER: THE SCHIEBOUT FAMILY LIMITED PARTNERSHIP, LLLP

By: THE SCHIEBOUT FAMILY LIMITED PARTNERSHIP, LLLP

Emily Allegra
Emily Allegra, Partner

Dated: 8/4/2022, 2022

Exhibit A

5/24/23, 00 L

CITY OF RAMSEY
COUNTY OF ANOKA
SEC. 28, T. 32, R. 25

GIGI ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Ramsey, a Minnesota municipal corporation, owner of the following described property:

DUNA A, COR STONE BROOK ACADEMY, Anoka County, Minnesota.

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

In witness whereof said City of Ramsey, a Minnesota municipal corporation, has caused these presents to be signed by its proper officers this 24th day of May 2023.

SIGNED: City of Ramsey

By Mark S. Hagan Mayor By Silvia Lushley Clerk

STATE OF MINNESOTA
COUNTY OF Sherburne

This instrument was acknowledged before me the 24th day of May 2023 by MARK E. KUZMA, its Mayor and Colleen Lushley, its Clerk of City of Ramsey, a Minnesota municipal corporation, on behalf of the corporation.

Wendy K. Schlueter (Signature) Wendy K. Schlueter
Notary Public, Sherburne County, Minnesota Notary Printed Name
My Commission Expires: 1/6/24

I, Jeremy R. Hongo do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this 16th day of April 2023.

Jeremy R. Hongo (Signature)
Jeremy R. Hongo, Licensed Land Surveyor
Minnesota License No. 58013

STATE OF MINNESOTA
COUNTY OF RAMSEY

This instrument was acknowledged before me this 16 day of April 2023, by Jeremy R. Hongo.

Trevett Cullers (Signature) Trevett Cullers
Notary Public, Ramsey County, Minnesota Notary Printed Name
My Commission Expires: 1/2025

CITY COUNCIL, CITY OF RAMSEY, MINNESOTA

This plat of GIGI ADDITION was approved and accepted by the City Council of the City of Ramsey, Minnesota at a regular meeting thereof held this 28 day of March 2023, and said plat is in compliance with the provisions of Minnesota Statutes, Section 66A.03, Subd. 2.

City Council, City of Ramsey, Minnesota

By Mark S. Hagan Mayor By Colleen Lushley Clerk

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.01, Subd. 11, this plat has been reviewed and approved this 14th day of July 2023.

David M. Ziegemeier (Signature)
Charles F. Olson, Anoka County Surveyor
David M. Ziegemeier

COUNTY AUDITOR / TREASURER

Pursuant to Minnesota Statutes, Section 505.01, Subd. 9, taxes payable in the year 2023, on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this 29th day of September 2023.

Paradee J. LeBlanc (Signature) By A. H. [Signature] Deputy
Property Tax Administrator

COUNTY RECORDER / REGISTRAR OF TITLES
County of Anoka, State of Minnesota

I hereby certify that this plat of GIGI ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on the 14th day of September 2023, at 1:51 o'clock P. M. and was duly recorded as Document Number 582405.002.

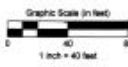
Paradee J. LeBlanc (Signature) By A. H. [Signature] Deputy
County Recorder/Registrar of Titles



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THERE (NOT TO SCALE)

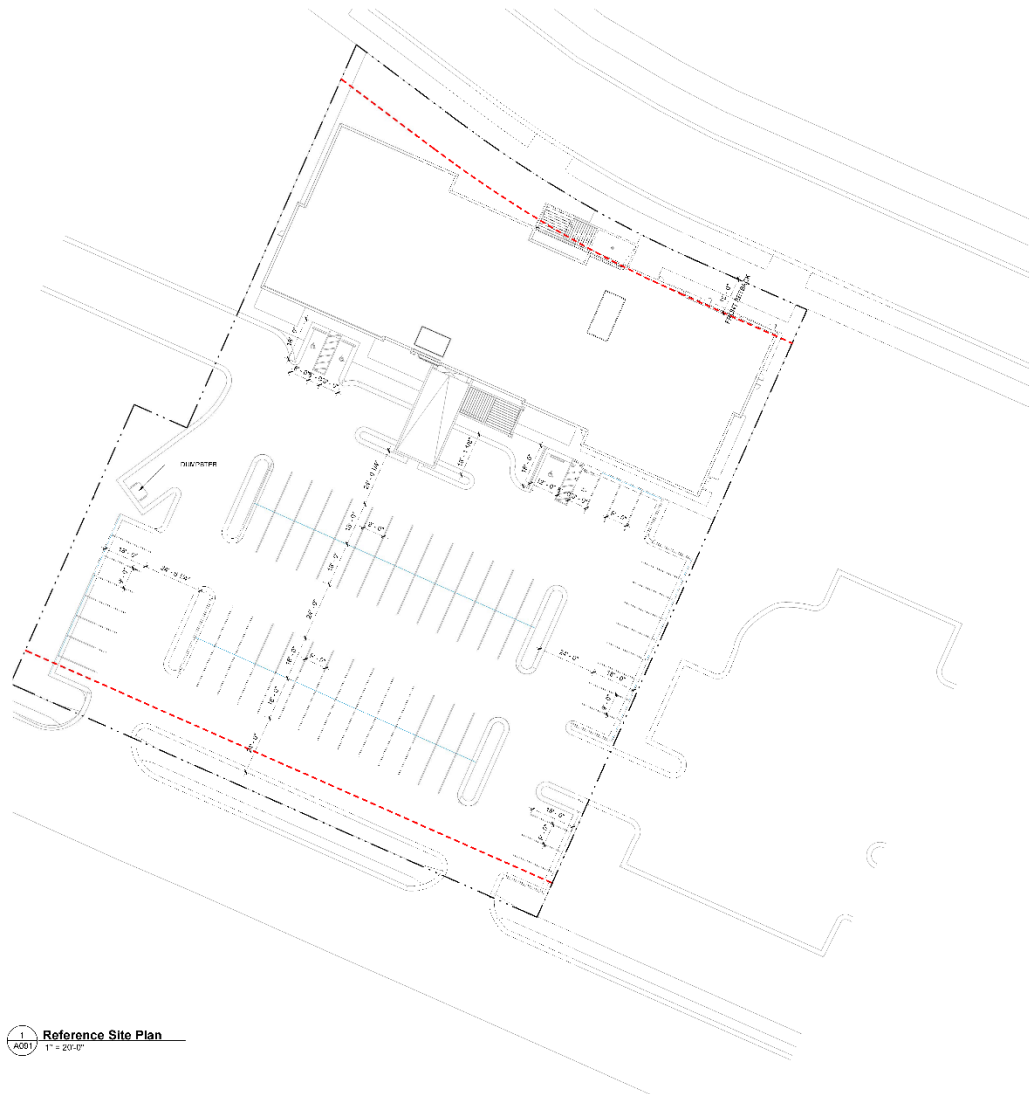


BEING 6 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, AND ADJOINING RIGHT-OF-WAY LINES, AS SHOWN ON THE PLAT.



Handwritten note: \$56.00





GUESTROOM MATRIX		
Name	Area	Count
Level 1		
Double Queen Studio	432 SF	4
King One Bedroom	993 SF	1
King Studio	348 SF	3
Level 2		
Double Queen Studio	432 SF	7
Double Queen Studio ADA	432 SF	1
King One Bedroom	994 SF	2
King One Bedroom ADA	994 SF	1
King Studio	360 SF	13
King Studio ADA	480 SF	1
Level 3		
Double Queen Studio	432 SF	8
King One Bedroom	994 SF	2
King One Bedroom ADA	994 SF	1
King Studio	360 SF	13
King Studio ADA	480 SF	1
Level 4		
Double Queen Studio	432 SF	8
King One Bedroom	994 SF	2
King One Bedroom ADA	994 SF	1
King Studio	360 SF	13
King Studio ADA	480 SF	1
		83

PARKING SCHEDULE	
Type	#
ADA Double Parking	2
Standard Parking	81
Van ADA Double Parking	2
	85

BUILDING GROSS SF	
Level	Area
Level 1	13,673 SF
Level 2	13,639 SF
Level 3	13,639 SF
Level 4	64,991 SF

P.04A-PRJ001254
 PROJECT: 2018-04-10
 PROJECT: 2018-04-10
Extended Stay Hotel
Sunwood Drive NW, Ramsey
Minnesota
Emily Allegra

dilw
 ARCHITECTS
 643 County 500
 Minneapolis, MN 55415
 www.dilwarchitects.com
 612.338.1111

DRAWN BY: [Name]
 PROJECT: [Name]
 SCALE: 1/8" = 1'-0"
 JOB NUMBER: 2018-04-10
 SHEET: [Name]
 LOCATION: [Name]
SHEET NUMBER
A091



1 Reference Site Plan
 A091 1" = 20'-0"

1ST FLOOR ROOM SCHEDULE

Name	#	Area
Double Queen Studio	4	432 SF
King One Bedroom	1	593 SF
King Studio	3	348 SF
Total	8	

P:_CHA_AFD00124
10 JUL 2011 11:28 AM

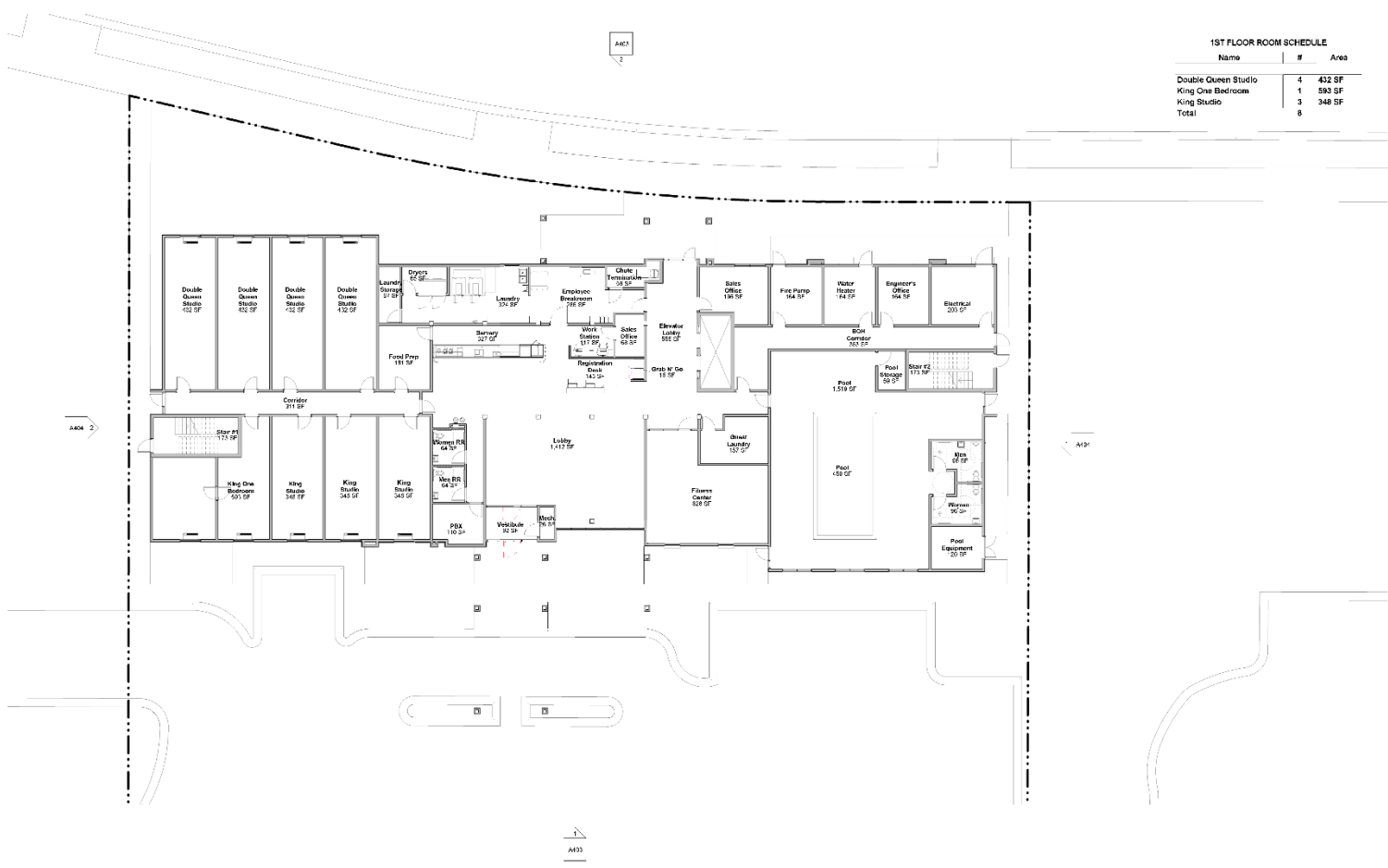
**Extended Stay Hotel
Sunwood Drive NW, Ramsey
Minnesota
Emily Allegra**



3RD FLOOR
PHOTOCOPY DESIGN
SCALE: AS SHOWN
SCALE: 1/8" = 1'-0"
JOB NUMBER: 2009
PROJECT: 102-110
15
SHEET NAME: 102-110-15
LOCATION: HUNSDEN

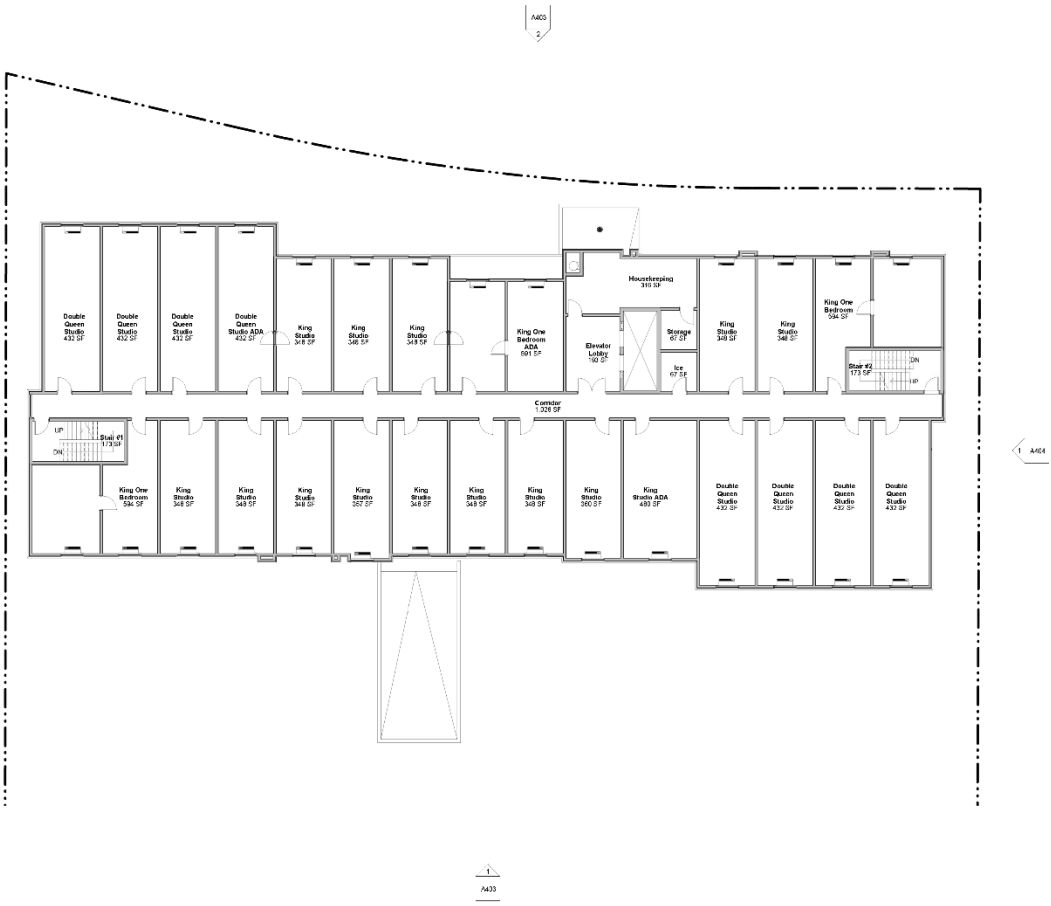
SHEET NUMBER
A101

Level 1 Floor Plan
3/02" = 1'-0"



2ND FLOOR ROOM SCHEDULE

Name	#	Area
Double Queen Studio	7	432 SF
Double Queen Studio ADA	1	432 SF
King One Bedroom	2	594 SF
King One Bedroom ADA	1	591 SF
King Studio	13	348 SF
King Studio ADA	1	480 SF
Total	25	



P. CHA AR2001254
 No. | DESCRIPTION | DATE

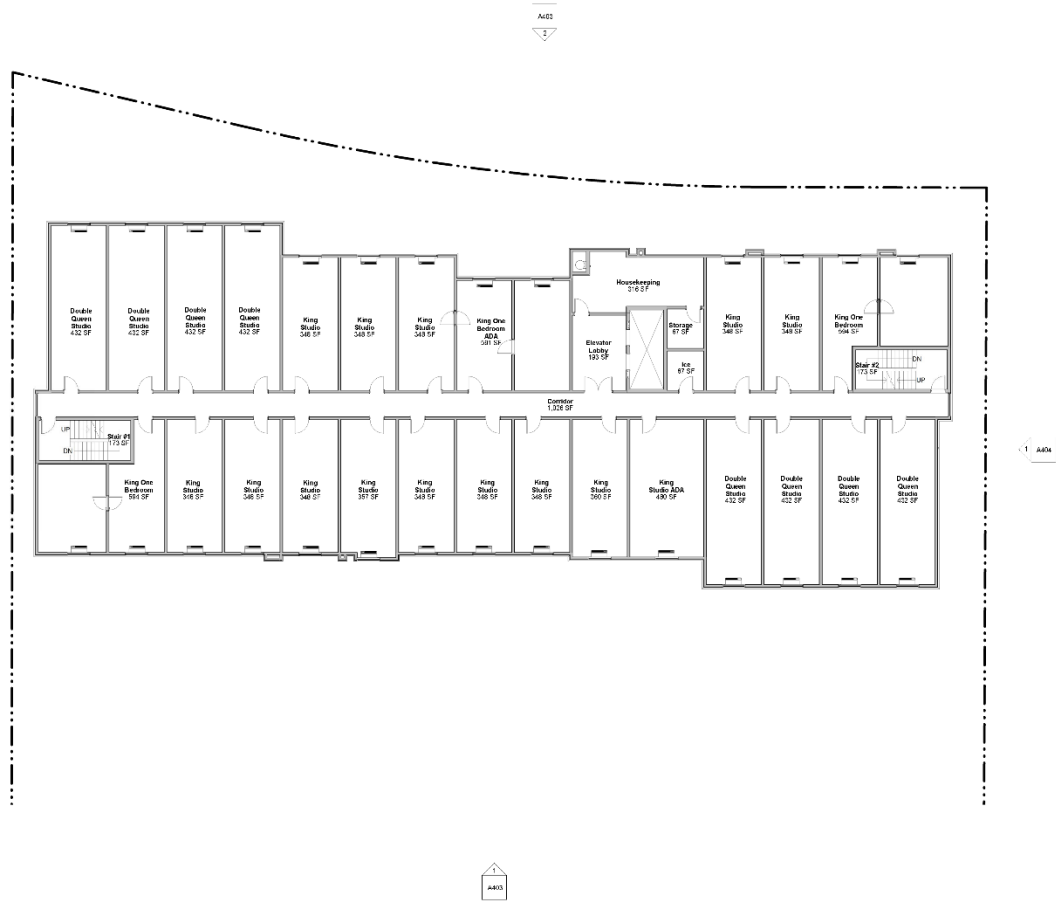
Extended Stay Hotel
Sunwood Drive NW, Ramsey
Minnesota
Emily Allegra



DRAWN: P. CHA
 PROJECT VERSION: 1
 ISSUE DATE: 05/20/20
 SCALE: 1/8" = 1'-0"
 JOB NUMBER: 20-001
 PROJECT STATUS: 15
 SHEET NAME: 1-2-1-100-02
 LOCATION / RW CODE:

SHEET NUMBER
A104

Level 2 Floor Plan
 3/8" = 1'-0"



3RD FLOOR ROOM SCHEDULE		
Name	#	Area
Double Queen Studio	8	432 SF
King One Bedroom	2	584 SF
King One Bedroom ADA	1	591 SF
King Studio	13	348 SF
King Studio ADA	1	480 SF
Total	25	

REV.	DESCRIPTION	DATE

Extended Stay Hotel
Sunwood Drive NW, Ramsey
Minnesota
Emily Allegra

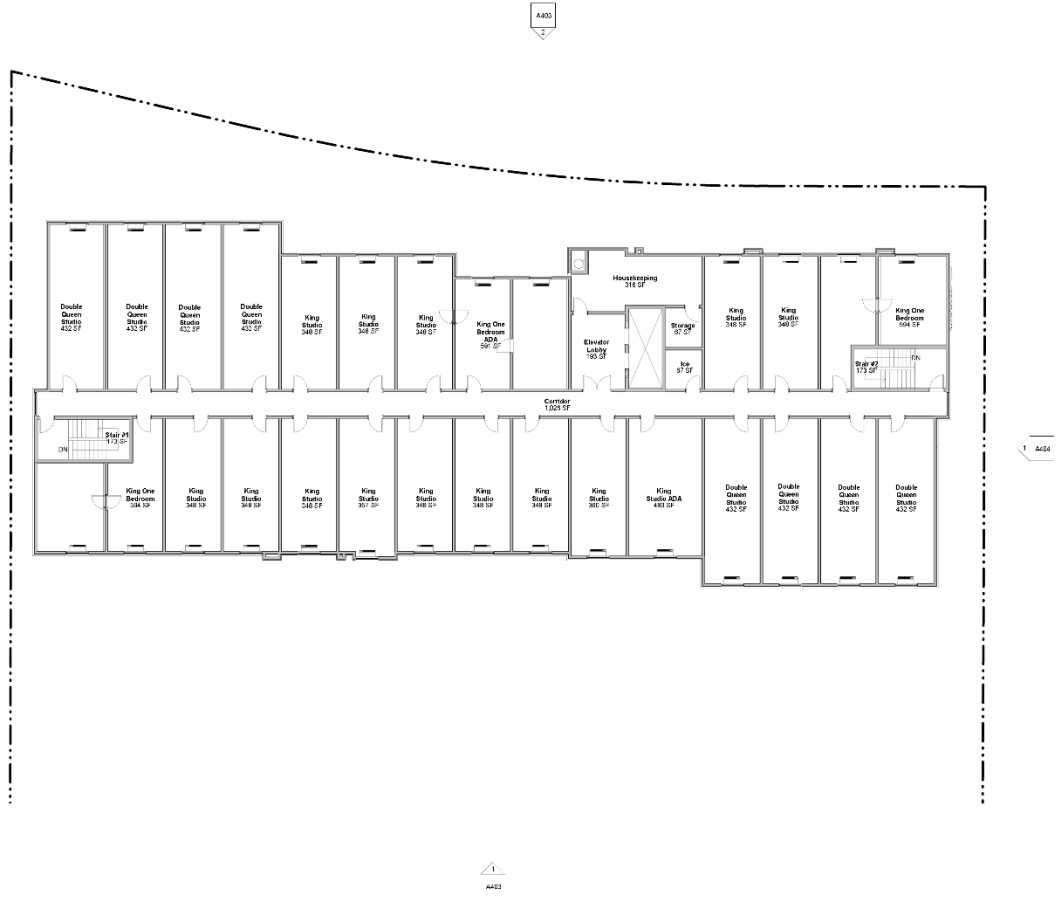


DLW ARCHITECTS
 625 25th St NW
 Minneapolis, MN 55412
 www.dlwarchitects.com
 612.338.1111

DRAWN: PJC
 PROJECT: VERSION
 ISSUE DATE: 05/20/17
 SCALE: 3/8" = 1'-0"
 JOB NUMBER: 17-001
 PROJECT STATUS: 15
 SHEET NAME: 17-03-1-1010
 LOCATION / FIRM CODE:

Level 3 Floor Plan
 3/8" = 1'-0"

SHEET NUMBER
A107



4TH FLOOR ROOM SCHEDULE		
Name	#	Area
Double Queen Studio	8	432 SF
King One Bedroom	2	594 SF
King One Bedroom ADA	1	591 SF
King Studio	13	348 SF
King Studio ADA	1	480 SF
Total	25	

P. CHA AR2001254
 Iss: | DESCRIPTION | DATE |

Extended Stay Hotel
Sunwood Drive NW, Ramsey
Minnesota
Emily Allegra



DRAWN: P. CHA
 PROJECT: VERSION
 ISSUE DATE: 05/20/21
 SCALE: 1/8" = 1'-0"
 JOB NUMBER: 21-001
 PROJECT STATUS: 15
 SHEET NAME: 15-4 - 100-FP
 LOCATION: FRM CODE

SHEET NUMBER
A110

Level 4 Floor Plan
 3/27 = 1'-0"



1 Building Elevation
3/22" = 1'-0"



2 Building Elevation
3/22" = 1'-0"

P:_CHA_A4003124
16 JUL 2017 10:28 AM

Extended Stay Hotel
Sunwood Drive NW, Ramsey
Minnesota
Emily Allegra



3/20/16
PROJECT: A4003
SCALE: AS SHOWN
JOB NUMBER: 2016
PROJECT: EXT-STAY
SHEET TITLE: SUNWOOD HOTEL
LOCATION: MINNESOTA

SHEET NUMBER
A403



1 Building Elevation
A404 3/32" = 1'-0"



2 Building Elevation
A404 3/32" = 1'-0"

P:_GIA_A4001124
16 JUL 2011 10:23 AM

Extended Stay Hotel
Sunwood Drive NW, Ramsey
Minnesota
Emily Allegra



3640M
PS-25
PROJECT DESIGN

SCALE: 1/8" = 1'-0"
SCALE: 3/32" = 1'-0"
JOB NUMBER: 2004
PROJECT: 102-110
SHEET TITLE: 04-FIELD PLAN 1

LOCATION: MINNAPOLIS
SHEET NUMBER:
A404



Rendering - Veterans Dr View



Rendering - Sunwood Dr View



Rendering - Veterans Dr View



Rendering - Sunwood Dr View

FL DA 18000126
 NOT DESCRIPED DATE

Extended Stay Hotel
 Sunwood Drive NW, Ramsey
 Minnesota
 Emily Allegra

 dlw ARCHITECTS 800 7TH STREET SUITE 200 ST. PAUL, MN 55102 WWW.DLWARCHITECTS.COM (612) 222-1111	
DRAWN	07.20
PROTOTYPIC VERSION	07.20
ISSUE DATE	07.20.20
SCALE	
JOB NUMBER	2014
PROJECT STATUS	02
SHEET NAME	PLAN 02
LOCATION / AIA CODE	
SHEET NUMBER	A406

SCHIEBOUT FAMILY LIMITED PARTNERSHIP, LLLP

8445 Bunker Lake Blvd. NW Ramsey, MN 55303 | 763-516-1078 | emily@schieboutfa.com

August 2nd, 2022

Sean Sullivan
Economic Development Manager
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Dear Sean Sullivan:

We are pleased to let you know that we have concluded the feasibility portion of our research and, although the report is not complete, the initial draft shows favorable data for us to pursue the project with the City of Ramsey in developing an extended stay hotel, with a swimming pool on the proposed site secured through the LOI. We are needing to better assess the costs into the project but have determined that there is demand and a market that would benefit from what our proposed development is planning. Upon completion of the feasibility report, we will provide the City of Ramsey a copy of the report from HVS.

With that, we are actively pursuing the process to enter into a purchase agreement with the City of Ramsey with the intent to present our plan in a timely fashion to the EDA and pursue the TIF application as specified in the LOI.

Sincerely,

Emily Allegra

Schiebout Family Limited Partnership, LLLP

**ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, August 11, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Michael Olson
 Member Chelsea Howell (remote)
 Member Rachal Johnson
 Member William MacLennan
 Member Chris Riley
 Member Shanna Stewart

Members Absent: Member Scott Wiyninger

Also Present: Sean Sullivan, Economic Development Manager

1. CALL TO ORDER

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

4.01: Consider Purchase Agreement for Outlot A, Gigi Addition; Case of Schiebout Family Limited Partnership (Portions may be closed to the public)

Economic Development Manager Sullivan presented the staff report.

Emily Allegra, applicant, provided an update on the work that they have done in the last three months including the market demand study, market research and economic demand research. She stated that they are waiting on a final report, but the data has been encouraging and therefore they want to continue to pursue the project. She noted that the project costs are not yet known but they believe an 80-unit hotel model could fit on the site.

Chairperson Olson commented that sounds encouraging. He asked if the hotel would have conference facilities.

Ms. Allegra commented that based on the size of the lot it would be challenging to have larger conference rooms. She stated that the models are just prototypes from one of the flags they have been working with. She noted that they are still considering an extended stay hotel.

Economic Development Manager Sullivan identified the next steps, should a business assistance application be submitted. He anticipated that financial analysis would demonstrate a need for

assistance based on the soft market and high building costs at this time. He stated that if the business assistance application is submitted and that need for assistance is demonstrated, it would be packaged into a TIF agreement.

Member Riley thanked Ms. Allegra for her family's continued investment into Ramsey. He commented that this is exciting. He stated that while Ramsey would love to see a restaurant, this would also be a great opportunity.

Ms. Allegra commented that it was a clear finding in their study that they do not recommend to have a restaurant in the hotel, but they will offer a full hot breakfast. She stated that the hotel will create a draw for more restaurants and an economic pull. She stated that once they are situated, they will actively market to bring restaurants to Ramsey as well.

Member Johnson recalled that a previous meeting called this a boutique hotel.

Ms. Allegra commented that the previous hotel concept by Cobblestone was considered a boutique, but that project did not move forward. She stated that based on their demand study they will be using a major flag and are working with Hilton and Marriot.

Motion by Member Johnson, seconded by Member MacLennan, to recommend to City Council to enter into the Purchase Agreement with The Schiebout Family Limited Partnership, LLLP as presented, subject to City Attorney review.

A roll call vote was performed:

Member Stewart	aye
Member MacLennan	aye
Member Johnson	aye
Chairperson Olson	aye
Member Riley	aye
Member Howell	aye

Motion carried.

6. ADJOURNMENT

Motion by Member MacLennan, seconded by Member Johnson, to adjourn the meeting.

A roll call vote was performed:

Member Stewart	aye
Member MacLennan	aye
Member Johnson	aye
Chairperson Olson	aye
Member Riley	aye

Member Howell aye

Motion carried.

The regular meeting of the Economic Development Authority adjourned at 8:25 a.m.

Respectfully submitted,

Sean Sullivan
Economic Development Manager

ATTEST:

Wendy Schlueter
Economic Development Administrative Assistant

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

DRAFT

March 30, 2022

To the City of Ramsey:

The Schiebout Family Limited Partnership, LLLP (the "Buyer"), on behalf of its partners, is pleased to present this binding letter of intent to purchase the property described as Outlot A, Gigi Addition (the "Property") from the City of Ramsey (the "Seller"), pursuant to the terms substantially contained in the Term Sheet attached hereto, which will be reduced to a written purchase agreement within ninety (90) days of the date of the City's acceptance of this letter of intent.

It is agreed that the ninety (90) day period is to allow the Buyer to perform certain feasibility studies related to the proposed hotel use of the Property, and that within said ninety (90) day period, Buyer and the City shall enter into a purchase agreement for the purchase and sale of the Property, or this letter of intent shall be void and the \$5,000 Earnest Money shall be returned to the Buyer.

The Seller is entitled to a copy of the hotel feasibility study / demand market analysis obtained by the Buyer.

Sincerely,

THE SCHIEBOUT FAMILY LIMITED PARTNERSHIP, LLLP

Emily Allegra

Emily Allegra, Partner
Phone: 763-516-1078
Email: Emily@schieboutfa.com

AGREED AND ACCEPTED BY:

THE CITY OF RAMSEY

Mark E. Kuzma
Name: Mark E. Kuzma
Title: Mayor
Phone: 763-433-4367
Email: mkuzma@cityoframsey.com

Kurtis G. Ulrich
Name: Kurtis G. Ulrich
Title: City Administrator
Phone: 763-433-9845
Email: kulrich@cityoframsey.com

Date: 5/6, 2022

THE SCHIEBOUT FAMILY LIMITED PARTNERSHIP, LLLP - TERM SHEET 3.30.22

Real Estate	Tax ID Number: 28-32-25-23-0020 – Outlot A, Gigi Addition (the “Property”)
Acreage	Approximately 1.43 acres or 62,290 SF
Asking Price	\$311,454 (\$5.00 / SF)
Offer Price	Developer is requesting “up front” land cost write down of 100% through TIF
Earnest Money	\$5,000 will be provided to the City (the “Seller”) at the time of execution of the Letter of Intent (LOI). Upon execution of a Purchase Agreement and submittal of a complete Business Subsidy Application the Earnest Money will be held in escrow and drawn down to cover the costs of the Third Party TIF Analysis and drafting of the TIF Agreement. In the event that a Purchase Agreement is not entered into by the City and The Schiebout Family Limited Partnership, LLLP (the “Buyer”) the Earnest Money shall be returned to the Buyer.
Inspection Period	180 days from Effective Date (Date City Council approves) (city requires plat/ site plan. approval before sale); two, 60 day extensions.
Closing	Within 30 days of expiration of Inspection Period.
Extensions	Developer will deposit \$1,000 in escrow for each 60 day extension (2 extensions allowed). Once extensions are made the earnest money becomes non-refundable in the event closing does not occur as a result of acts of Developer. If closing occurs, all Earnest Money will be applied to Developer’s costs to the City or EDA for attorneys’ fees and costs and other submissions.
City take care of	Provide existing ALTA Survey and updated Title Work. The Developer will contract to plat the property and the City will reimburse costs of platting.
Performance	City to require construction of a minimum 60 unit, Three Story Hotel with hot breakfast and indoor pool; a Certificate of Occupancy one year after Closing (could be extended to 16 months based on supply chain issues or force majeure). If this is not done, the City may exercise the Right of Re-Entry.
Assignment	Assignment to a new LLC buyer will be permitted without consent of the City, provided the majority membership of such LLC are Schiebout family members.
Contingencies	In addition to all other requirements and contingencies by the Buyer and Seller herein, the Purchase Price of \$1.00 and the 100% up front land cost write down through TIF is contingent on the following: <ol style="list-style-type: none">Satisfactory review of the underwriting by the Seller demonstrating the need of financial assistance in the form of a land write down of \$311,454City Council approval and execution of a Tax Increment Financing Agreement between the Seller and Buyer and or its assigns.City Council approval of Business Subsidy for Buyer and or its assigns.Hotel feasibility study supporting a viable market in the City of Ramsey, Developer obtaining surveys, environmental and geotechnical reports, wetland studies and such other items Developer determines to be necessary to build and operate the proposed hotel.

Review

EDA (Sean): LOI / Land Transaction/ Purchase Agreement/ TIF / Right of
Re-Entry

Planning Commission (TBD): Land Use, Development Agreement, Site Plan,
Plat

City Council: Final Approval on both items

Meeting Date: 08/23/2022

Submitted For: Joe Feriancek, Engineering/Public Works

By: Joe Feriancek, Engineering/Public Works

Information

Title

Adopt Resolution #22-200 Ordering Plans and Specifications for Improvement Project #23-01, 161st Avenue Reconstruction

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #22-200 Ordering Plans and Specifications for Improvement Project #23-01, 161st Avenue Reconstruction.

Background:

City Improvement Project 23-01 proposes to reconstruct 161st Avenue between Armstrong Boulevard (CSAH 83) and Variolite Street. The street total approximately 2,680 linear feet (0.51 miles) in length, and is a 29-foot wide urban section with bituminous curbing. No parking is allowed on either side of the street. A figure showing the project scope and a street segment summary is attached to this case.

The current 2022 – 2031 Capital Improvement Program (CIP) proposes to reconstruct 161st Avenue in 2024. The pavement is in very poor condition and requires a significant amount of patching and sweeping annually. Staff receives numerous complaint calls from the public each year requesting repairs and inquiring when this street will be reconstructed. To avoid reconstructing the street after PACT Charter School opens, Staff is proposing to move the street reconstruction up to 2023.

On April 12, 2022, the Ramsey City Council accepted a proposal for a topographic survey of the project area from Bolton & Menk. Staff is submitting a proposal for a geotechnical report with a separate resolution.

On June 21, 2022, the Ramsey Public Works Committee (PWC) reviewed bicycle and pedestrian facilities as part of the 161st Avenue Street Reconstruction. The PWC recommended extending a trail along 161st Avenue, generally located north of the boulevard trees within Central Park, with a goal of minimizing tree impacts, and existing park facilities, along the entire corridor.

On July 12, 2022, the Ramsey City Council approved the site plan, preliminary plan and final plat for PACT Addition and PACT Charter School. This included a traffic impact study of both the proposed PACT Charter School and a future Saint Katherine Drexel Church site at the corner of 161st Avenue and Variolite Street. The study indicated no additional improvements are needed on the local streets to accommodate the proposed developments. Staff would like to note when a Saint Katherine Drexel development comes forward with specific access locations, further study would be appropriate.

The current 2022 – 2031 Capital Improvement Program (CIP) proposes reconstructing the Central Park Main Parking Lot in 2024. Staff is proposing to move this project up to a 2023 improvement, however, under a separate project due to the scope of work and required project schedule. No action on the Central Park Main Parking Lot is being requested by Staff at this time.

Engineering Staff has completed an initial review of the topographic survey and determined the requirements of the proposal have been met. A geotechnical report is being proposed for award under a separate resolution. Staff experience of the area has the expectation that sub-base materials will be conducive for good compaction suitable

for both utility installation and street construction, but will need to review the proposed geotechnical report for specific details. Additionally, storm water ponding will be required with the proposed street improvements, and the geotechnical report will assist Staff with pond design.

161st Avenue was included in the Ground Penetrating Radar (GPR) Pavement Evaluation performed by Braun Intertec. This data provides bituminous and aggregate base thickness information. The GPR data is included in the street segment summary attached to this case.

161st Avenue is a Municipal State Aid (MSA) street, and must be designed to MSA standards. Staff is proposing to generally leave the street at the current 29-foot width, but replace the bituminous curb with concrete curb and gutter. Staff review has not found an official No Parking Resolution for 161st Avenue, To continue posting 161st Avenue as No Parking after reconstruction, a Council resolution approving posting 161st Avenue as No Parking will be required prior to MSA project approval.

The street will also be required to meet an MSA 10-ton design standard. As with all MSA street segments, Staff collects traffic counts on 161 st Avenue on a 2 to 4-year cycle. Based off the most recent count taken in 2021, 161st Avenue has an Average Daily Vehicle (ADT) count of 1,000. The Traffic Impact Study performed for the PACT Charter School estimated a future 2,500 ADT at full build out. Based off these, Staff is estimating the required pavement section will be approximately 9 inches thick; 5 inches new bituminous pavement and 4 inches aggregate base. These numbers will be confirmed during project design, as Staff reviews the geotechnical report and GPR summary, as well as determines the most cost-effective pavement section / design method. Due to replacing the bituminous curb with concrete curb and gutter, and the need to meet MSA design standards, Staff anticipates minor impacts to existing driveways and boulevards along 161st Avenue within the existing right of way.

The project is proposing to add a 10-foot wide bituminous trail along the north side of 161st Avenue. This trail will connect to the existing pedestrian landing built with the 2020 Variolite Street reconstruction, and connect to the existing trail at the west side of Central Park. The existing trail from the Central Park drive to Armstrong Boulevard is proposed to be reconstructed with this project as well. All trail improvements will be required to meet MSA Standards, as well as ADA Standards.

Municipal water and sanitary sewer utilities exist at the intersection of 161st Avenue and Variolite Street. These utilities will need to be extended to the west to connect the proposed PACT Charter School to municipal utilities. Staff is proposing to extend 8-inch sanitary sewer and watermain with this project, and is coordinating with PACT Charter for the location of their service connections. Utility lines to serve PACT Charter will be constructed to the right of way, which is expanding an additional 14 feet north as part of the PACT Addition. Staff is also proposing to stub sanitary sewer and water to the Saint Katherine Drexel site, and will coordinate the location and size of these lines with Saint Katherine Drexel. The residential properties south of 161st Avenue are not within the MUSA so Staff is not proposing to extend water and sewer services to any of these properties with this project.

Stormwater runoff is currently handled through curb cuts and swales to existing ponding areas located in drainage and utility easements on the south side of 161st Avenue. Easements exist at 16045 Xenolith Street, which handles runoff on the eastern portion of the project, and a large ponding area on 7826 161st Avenue and 7833 159th Lane, which handles runoff on the western portion of the project as well as runoff from the Central Park parking lot. This project is proposing to replace the existing curb cuts and swales with storm sewer inlets placed in the curb lines and piping to the ponding areas. This is to remove the safety hazard of having storm water runoff flowing across the surface of 161 st Avenue as it currently does. Initial review of the topo indicates the ponding area on 7826 161st Avenue and 7833 159th Lane will need to be excavated deeper to accommodate piping. The storm sewer is proposed to handle the 161st Avenue corridor and existing drainage areas, no accommodations for PACT Charter or a future Saint Katherine Drexel development are being proposed. This will be further explored during project design.

Estimated project costs per the 2022 – 2031 CIP are \$548,939. These costs do not reflect the increase in costs Staff has observed during 2022 due to inflation in the construction industry. Additionally, the bituminous trail, watermain extension, and sanitary sewer extension was not included in the CIP estimated project costs. Staff has done a

preliminary estimate with these additional items included and estimates project costs to be \$1,026,000. Portions of these costs will be reimbursed as part of the PACT Charter development.

Staff proposes to create the plans and specifications in-house as part of their normal duties.

The street improvements proposed with this project are identified in the City's current 10-year CIP, and can be funded using a combination of MSA Funds and Storm Water Utility Funds. Water and sanitary sewer improvements are necessary for the PACT Charter School development, as well as the future Saint Katherine Drexel development, and can be funded using a combination of Water Utility Funds and Sanitary Sewer Utility Funds. This project would best be constructed as a stand-alone project and is necessary, feasible, and cost-effective from an engineering standpoint, and can be constructed as proposed herein.

The proposed improvements are designated as City Improvement Project #23-01, 161st Avenue Reconstruction.

Notification:

Notifications are not required for this case.

Observations/Alternatives:

Motion to adopt Resolution #22-200 Ordering Plans and Specifications for Improvement Project #23-01, 161st Avenue Reconstruction.

Funding Source:

Funding for this improvement is proposed to come from the MSA Fund, Stormwater Utility Fund, Water Utility Fund, and Sanitary Sewer Utility Fund

- (MSA) Street Project Cost \$ 566,000
- (MSA) Trail Project Cost \$ 71,000
- Storm Sewer Project Cost \$ 220,000
- Water Project Cost \$ 94,000
- Sanitary Sewer Project Cost \$ 75,000
- **Total Estimated Project Cost \$1,026,000**

Recommendation:

Staff recommends adopting Resolution #22-200 ordering plans and specifications for improvement project #23-01, 161st Avenue Reconstruction.

Action:

Adopt Resolution #22-200 ordering plans and specifications for improvement project #23-01, 161st Avenue Reconstruction.

Attachments

Res 22-200

23-01 Project Scope

23-01 22-31 CIP Sheet

23-01 Street Summary

Form Review

Inbox

Bruce Westby

Brian Hagen

Form Started By: Joe Feriancek

Reviewed By

Bruce Westby

Brian Hagen

Date

08/18/2022 10:49 AM

08/18/2022 02:30 PM

Started On: 08/17/2022 11:13 AM

Final Approval Date: 08/18/2022

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

RESOLUTION #22-200

RESOLUTION ORDERING PLANS AND SPECIFICATIONS FOR 161ST AVENUE RECONSTRUCTION, IMPROVEMENT PROJECT #23-01

WHEREAS, the City of Ramsey proposes to reconstruct 161st Avenue between Armstrong Boulevard and Variolite Street; and

WHEREAS, pursuant to Ramsey City Council resolution #22-089, adopted April 12th, 2022, the City Council accepted and awarded the proposal to Bolten & Menk, Inc., for Topographic Survey of the project area; and

WHEREAS, City staff has received and reviewed the Topographic Survey and has the capacity to prepare plans and specifications for improvement project #23-01, 161st Avenue Reconstruction.

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

- 1) The Ramsey City Council hereby orders the City Engineer to prepare plans and specifications for Improvement Project #23-01, 161st Avenue Reconstruction.

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 23th day of August, 2022.

Mayor

ATTEST:

City Clerk

Capital Improvement Program

2022 *thru* 2031

City of Ramsey, Minnesota

Project #	19-STR-004
Project Name	Reconstruction Streets: 161st Avenue

Department Street Improvements
Contact
Type Improvement
Useful Life 60 Years
Category Street Improvement
Priority 3-Existing Obligation (Med)
Status Active

Description	Total Cost \$548,939
Reconstruction of MSA Street 161st Avenue: CR 83 to Variolite Street	

Justification
These streets are in poor condition and require reconstruction. The pavement has deteriorated beyond the point where an overlay could be applied.

Expenditures	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total
Improvements Other than Building Cost			548,939								548,939
Total			548,939								548,939

Funding Sources	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total
MSA			499,035								499,035
Storm Water Utility Fund			49,904								49,904
Total			548,939								548,939

Meeting Date: 08/23/2022

Submitted For: Joe Feriancek, Engineering/Public Works

By: Joe Feriancek, Engineering/Public Works

Information

Title

Adopt Resolution #22-201 Ordering Plans and Specifications for 167th Avenue Reconstruction, Improvement Project #23-04

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #22-201 ordering plans and specifications for 167th Avenue Reconstruction, Improvement Project #23-04.

Background:

City Improvement Project 23-04 proposes to reconstruct 167th Avenue between Nowthen Boulevard (CSAH 5) and Saint Francis Boulevard (TH 47). The street totals approximately 6,000 linear feet (1.13 miles) in length, and varies between 40-foot wide rural section (0.97 miles) and 48-foot wide urban section (0.16 miles). A full shoulder/parking lane exists on both sides of the street, for the entire length of the street. A figure showing the project scope and a street segment summary is attached to this case.

On June 14, 2022, the Ramsey City Council accepted a proposal for a topographic survey of the project area from Bolton & Menk. Staff is submitting a proposal for a geotechnical report with a separate resolution.

167th Avenue was included in the Ground Penetrating Radar (GPR) Pavement Evaluation performed by Braun Intertec. This data provides bituminous and aggregate base thickness information. The GPR data is included in the street segment summary attached to this case.

167th Avenue is a Municipal State Aid (MSA) street, and must be designed to MSA standards. Staff is proposing to generally leave the street at the current 40-foot rural section width, and 48-foot urban section width. The existing curb and gutter is generally in good shape and is proposed to have spot repairs done as necessary.

The street will also be required to meet an MSA 10-ton design standard. Traffic counts taken in 2021 on 167th Avenue east of Nowthen Boulevard found an Average Daily Vehicle (ADT) count of 1,637, and counts taken west of TH 47 found an ADT of 2,332. Based on these traffic volumes, Staff is estimating the required pavement section will be approximately 9 inches thick, but review of the proposed geotechnical report will be necessary to determine the existing sub-base materials below the pavement. If sub-base materials are adequate, this street may be a good candidate for the Stabilized Full-Depth Reclamation (SFDR) project, similar to what was performed on Sunwood Drive between Ramsey Boulevard and Bunker Lake Boulevard in 2017, and on Variolite Street between Alpine Drive and 173rd Avenue in 2020.

Staff has received numerous inquiries from residents if additional bicycle and pedestrian facilities will be added with the reconstruction project. Staff is investigating the possible alternative for adding an off-street trail along 167th Avenue, or creating on-street facilities. Currently, the 8 to 10-foot wide shoulders are a shared use for bicycles and pedestrians. Any improvements must meet both MSA standards and ADA standards.

Municipal water exists from Quicksilver Street (approximately 650 feet west of TH 47) to Nowthen Boulevard. Sanitary sewer does not exist in the project area. The City's 2040 Comprehensive Plan identifies a future MUSA

Study Area for extending a trunk sewer line to the 167th Avenue/Saint Francis Boulevard land use node. Staff does not propose to extend sanitary sewer as part of the 167th Avenue Reconstruction. Currently, the northeast quadrant of Nowthen Boulevard and 167th Avenue includes the only MUSA property along the proposed improvements. This quadrant can be served from the sanitary sewer line extended south as part of the Brookside Elementary School project. If sanitary sewer was ever needed along 167th Avenue, it could be installed by directional drilling in the future.

The majority of the project is rural section, and stormwater runoff is handled through drainage swales and culverts along both sides of the road. The urban section just west of TH 47 does include storm sewer inlet structures and piping. Staff will evaluate the condition of the swales, culverts, and storm sewer inlets during project design. Staff is aware some re-grading of the swales adjacent to Quicksilver Street on the north side of 167th Avenue will be required.

Estimated project costs per the 2022 – 2031 CIP are \$1,492,260. These costs do not reflect the increased construction costs Staff has observed during 2022 due to inflation in the construction industry. Preliminary work on the 2023 – 2032 CIP has begun internally, including updating project costs. A more appropriate estimated cost for the work is \$1,848,000. This does not include the cost for an additional bicycle / pedestrian facility, or any municipal utility extensions. Staff proposes to develop plans and specifications in-house as part of their normal duties.

The street improvements proposed with this project are identified in the City's current 10-year CIP, and can be funded using a combination of MSA Funds and Storm Water Utility Funds. This project would best be constructed as a stand-alone project and is necessary, feasible, and cost-effective from an engineering standpoint, and can be constructed as proposed herein.

The proposed improvements are designated as City Improvement Project #23-04, 167th Avenue Reconstruction.

Notification:

Notifications are not required for this case.

Observations/Alternatives:

Motion to adopt Resolution #22-201 Ordering Plans and Specifications for Improvement Project #23-04, 167th Avenue Reconstruction.

Funding Source:

Funding for this improvement is proposed to come from the MSA Fund, and Storm Water Utility Fund.

- (MSA) Street Project Cost \$1,680,000
- Storm Sewer Project Cost \$ 168,000
- **Total Estimated Project Cost \$1,848,000**

Recommendation:

Staff recommends adopting Resolution #22-201 ordering plans and specifications for improvement project #23-04, 167th Avenue Reconstruction.

Action:

Adopt Resolution #22-201 ordering plans and specifications for improvement project #23-04, 167th Avenue Reconstruction.

Attachments

23-04 Street Summary

CIP Sheet - 167th Avenue Reconstruction

23-04 Project Scope

Form Review

Inbox

Bruce Westby

Brian Hagen

Form Started By: Joe Feriancek

Final Approval Date: 08/18/2022

Reviewed By

Bruce Westby

Brian Hagen

Date

08/18/2022 11:12 AM

08/18/2022 02:33 PM

Started On: 08/17/2022 11:49 AM

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

RESOLUTION #22-201

RESOLUTION ORDERING PLANS AND SPECIFICATIONS FOR 167TH AVENUE RECONSTRUCTION, IMPROVEMENT PROJECT #23-04

WHEREAS, the City of Ramsey Proposes to reconstruct 167th Avenue between Nowthen Boulevard and Trunk Highway 47 in 2023 as identified within the 2022-2031 10-Year Capital Improvement Program: and

WHEREAS, pursuant to Ramsey City Council resolution #22-130, adopted June 14th, 2022, the City Council accepted and awarded the proposal to Bolten & Menk, Inc., for Topographic Survey of the project area; and

WHEREAS, City staff has received and reviewed the Topographic Survey and has the capacity to prepare plans and specifications for improvement project #23-04, 167th Avenue Reconstruction.

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

- 1) The Ramsey City Council hereby orders the City Engineer to prepare plans and specifications for Improvement Project #23-04, 167th Avenue Reconstruction.

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 23rd day of August, 2022.

Mayor

ATTEST:

City Clerk

IP 23-04 167th Avenue Reconstruction

Street Segment Summary

Street Description				Street History							GPR Summary		
Street	Segment Description	Length (feet)	Curb	2021 PASER	Year Built	Maint. 1	Maint. 2	Maint. 3	Maint. 4	Maint. 5	Avg HMA (inches)	Avg Agg. Base (inches)	Avg Section (inches)
167th Avenue	Nowthen Blvd (CSAH 5) / Saint Francis Blvd (TH 47)	5,946	conc. / rural	4	1982	SC 1985	SC 1991	OL 1998	SC 2007	SC 2018	5.20	n/a*	n/a*
Total Length		5,946	1.13 mi.	*GPR unable to determine									

Capital Improvement Program

2022 *thru* 2031

City of Ramsey, Minnesota

Project #	21-STR-010
Project Name	MSA 167th Avenue Street Reconstruction

Department	Street Improvements
Contact	
Type	Improvement
Useful Life	60 Years
Category	Street Improvement
Priority	1-Existing Obligation (High)
Status	Active

Description	Total Cost \$1,492,260
Reconstruction of MSA street 167th Avenue between CSAH 5 and TH 47.	

Justification
In accordandance with the City's Pavement Management Program, each paved street within the City is scheduled to receive preventative maintenance on a regularly scheduled basis including reconstruction at the end of its useful life, which is estimated to be 60 years based on the City's predominant sand subgrades.

Expenditures	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total
Improvements Other than Building Cost		1,492,260									1,492,260
Total		1,492,260									1,492,260

Funding Sources	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	Total
MSA		1,356,600									1,356,600
Storm Water Utility Fund		135,660									135,660
Total		1,492,260									1,492,260



DATE	REVISION

DESIGNED BY: ---
DRAWN BY: JJF
CHECKED BY: ---

DATE: 08/17/22
FILE: 23-04



CITY OF RAMSEY
7550 SUNWOOD DRIVE
RAMSEY, MN 55303
(763) 427-1410 FAX (763) 433-9898

167TH AVENUE (NOWTHEN BLVD. TO T.H. 47)
PROJECT SCOPE

167TH AVENUE RECONSTRUCTION
CITY PROJECT NO. 23-04
CITY OF RAMSEY, MINNESOTA

Meeting Date: 08/23/2022

By: Todd Larson, Community Development

Information

Title:

Adopt Ordinance #22-23 Amending Section 117-57 - Nonconforming Structures and Land Use

Purpose/Background:

The City Council introduced the Ordinance at its meeting on August 8, 2022.

Representatives from Anoka County are working with property owners on acquisitions for the upcoming Highway 10/Ramsey Gateway project. Some of the acquisitions will seem relatively minor--a few feet off the front of a property, for example. In some of these cases, the loss of just a few feet will put the existing buildings out of conformance with the setback rules for the zoning districts those buildings are in, even though they were constructed legally. The taking then makes the structure a non-conformity. The same thing could occur with a minimum lot area requirement.

Many communities have a provision in their City Codes calling out this type of non-conformity as a legal nonconformity giving the property owner rights to make improvements to the property and/or structure. Ramsey's City Code discusses nonconformities, but is silent with the takings scenario for public projects. Anoka County representatives are recommending adding a section to assist the property owners after portions of their properties are taken for the road project.

A second clause is proposed that would give the Planning Commission the ability to consider a taking as a practical difficulty for a variance request should the property owner desire to make more improvements to the property. The Commission will still have to determine if the request that property owner is making is reasonable.

Notification:

A public hearing notice was published in the July 28 Anoka County Union Herald.

Observations/Alternatives:

1. Adopt the ordinance as recommended by the Planning Commission and staff.
2. Adopt the ordinance with modifications.
3. Deny the ordinance keeping the existing regulations in place.

Funding Source:

None associated with this request.

Recommendation:

At its meeting on July 28, 2022, the Planning Commission unanimously recommended approval of the ordinance.

Action:

Motion to adopt Ordinance #22-23 amending Section 117-57 of City Code.

Attachments

Ordinance #22-23

Form Review

Inbox

Brian Hagen

Form Started By: Todd Larson

Final Approval Date: 08/18/2022

Reviewed By

Brian Hagen

Date

08/18/2022 02:16 PM

Started On: 08/10/2022 08:50 AM

ORDINANCE #22-23

**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 117-57 (NONCONFORMING STRUCTURES
AND USES) 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

Sec 117-57 shall be amended to read as follows (additions indicated by underlined text):

Sec. 117-57. - Nonconforming structures and uses.

(a) Intent. It is the purpose of this section to provide for the regulation of nonconforming buildings, structures and uses and to specify those requirements, circumstances and conditions under which nonconforming buildings, structures and uses will be operated and maintained. This chapter establishes separate districts, each of which is an appropriate area for the location of uses that are allowed in that district. It is necessary and consistent with the establishment of these districts that nonconforming buildings, structures and uses not be allowed to continue without restriction. Furthermore, it is the intent of this section that all nonconforming uses shall be eventually brought into conformity or terminated.

(b) Regulations.

(1) Whenever a lawful nonconforming use of a structure or land or occupancy is discontinued for a continuous period of one year, any future use of said structure or lands shall be made to conform with the provisions of this chapter.

(2) Notwithstanding any other provisions of this chapter, any nonconformity, including the lawful use or occupation of land or premises existing at the time of the adoption of an additional control under this chapter, may be continued, including through repair, replacement, restoration, maintenance, or improvement, but not including expansion, unless it is a nonconforming use that is destroyed by fire or other peril to the extent of

greater than 50 percent of its market value, and no building permit has been applied for within 180 days of when the property is damaged. In this case, the city may impose reasonable conditions upon a building permit in order to mitigate any newly created impact on adjacent property. Any subsequent use or occupancy of the land or premises shall be a conforming use or occupancy.

(c) Creation of nonconformities by public action

- (1) Where there exists as of the date of adoption of this section a conforming land use, lot of record, sign, structure, and/or site improvement and a subsequent taking by a governmental body occurs under eminent domain or negotiated sale which renders such land use, lot of record, structure, or site improvement in violation of one or more provisions of this chapter, such land use, lot of record, sign, structure or site improvements becomes a legal non-conformity and may be used thereafter only in accordance with the provisions of this section.
- (2) The Planning Commission may consider government taking as a practical difficulty used with a request for a variance to a setback regulation for pre-existing buildings, parking lots, and/or signs.

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:

City Clerk

Introduction date: ___, 2022

Posting dates:

Adoption date: ___, 2022

Publication date:

Effective date:

CC Regular Session

7.7.

Meeting Date: 08/23/2022

By: Katie Schmidt, Administrative Services

Information

Title

Approve the Following Meeting Minutes:

1. City Council Work Session dated 08/08/2022
2. City Council Regular Session dated 08/08/2022
3. City Council Canvassing Board dated 08/12/2022

Please Note: This case was moved from the Consent Agenda 5.1 to the Regular Agenda 7.7.

Purpose/Background:

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

Background: Attached are the meeting minutes referenced above.

Recommendation:

Approve the meeting minutes.

Action:

Motion to approve the following Council meeting minutes:

1. City Council Work Session dated 08/08/2022
 2. City Council Regular Session dated 08/08/2022
 3. City Council Canvassing Board dated 08/12/2022
-

Attachments

8-8-22 CCws

8-8-22 Mtg

8-12-22 Canvassing Board

Form Review

Inbox

Brian Hagen

Form Started By: Katie Schmidt

Final Approval Date: 08/18/2022

Reviewed By

Brian Hagen

Date

08/18/2022 02:34 PM

Started On: 08/18/2022 01:59 PM

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

The Ramsey City Council conducted a City Council Work Session on Monday, August 8, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Acting Mayor Chris Riley
 Councilmember Chelsee Howell
 Councilmember Dan Specht
 Councilmember Matt Woestehoff

Members Absent: Mayor Kuzma
 Councilmember Heineman
 Councilmember Musgrove

Also Present: City Administrator Brian Hagen
 City Engineer/Interim Public Works Director Bruce Westby
 Finance Director Diana Lund
 Fire Chief Matt Kohner
 Police Chief Jeff Katers
 Administrative Services Director Colleen Lasher

1. CALL TO ORDER

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

2. TOPICS FOR DISCUSSION

2.01: Continued Discussion on 2023 Budget/Levies

Finance Director Lund started by discussing the road options. She said that she updated the numbers to remove \$750,000 from the ARPA funds so that the money can be used and it is now in the general fund. She spoke with City Engineer/Interim Public Works Director Westby in regard to the \$750,000 and believes that it is more comfortable and doable to split the \$750,000 into two years. She stated that \$375,000 has been added to the 2023 budget and the other \$375,000 has been added to the 2024 budget. She noted \$750,000 was added to the debt. She said that options one and three were chosen at the last work session. Option one adds the funds to the property tax levy each year for the next nine years, and the roads would only be able to be done to the extent of the available funds since it will be limited based on the annual levy. Option three is to issue debt, likely fall of 2022, over a 15 year timeframe. She discussed the original request with the full budget request noting option one adds the additional levy for the roads and option three adds the 15 year debt service levy.

Acting Mayor Riley asked if they needed to discuss any of the information, as it was previously indicated that these options were what the Council wanted to do. He said that these options helped them get ahead in working on the roads by taking out bonds, and 15 years was the middle ground, as 10 years was too short and would cost too much money. He asked if the Council was wanting to move forward with that.

Councilmember Specht stated that he definitely likes option three, and wasn't aware of anyone who was in favor of option one. He wanted to move forward with option three as soon as possible.

Acting Mayor Riley said that he thinks the huge advantage to option three over option one is that they have more money upfront with option three. With option one they do not have the ability to get ahead and front load the work. He thinks option three is the best and requested they move forward with option three.

Finance Director Lund said that she plugged in numbers to the whole budget with options one or three. The numbers were based off the tax capacity rate, which she used to figure out the tax of that. She explained there is not a huge difference between options one and three. Option one is a 41.5% rate versus option three being a 41.13% rate, which is a lower rate but gives the money up front for the roads. She also gave a comparison of what the last three years look like for overall levy and tax rates. She said the major factor in why the tax rates stay so low is because they have a 26% value increase. She then discussed the effects on the taxpayers, both residential and commercial. In regard to commercial, she added that this is their City portion only. She said that the tax effect of the increase for residents, City portion only for the tax bill, based on the median value home is a \$272 increase by issuing the 15 year debt and the full budget request. She said there is also a percentage increase to residents, which was listed on the handout. She said that each Councilmember is on the handout. She explained it is a running total or comparison for each year, so as Councilmembers come up the list gets bigger, noting these are all actual numbers of valuations.

Councilmember Woestehoff asked Finance Director Lund to explain the difference between a few of the columns on their handouts.

Finance Director Lund explained the blue column is the difference between the two yellow columns. She said that looking under "2022 City Portion Taxes A" and then looking at "2022 City Portion Taxes B," the two yellow columns, the blue column is the difference between these two.

Acting Mayor Riley asked if they were looking at a 25% to almost 30% increase.

Finance Director Lund said yes, the lowest increase was 19% for the highest priced home because it did not increase as greatly in value. Overall, she said to look at the median value homes, which would be about a 24% increase.

Councilmember Woestehoff added that the median property value increase is approximately 27%, so it is around 22-23% for every residential home, on average. He said what he was trying to ask is whether the average property value went up 23-24% and the tax increase is basically 23-24%, all things being equal, if the property value stayed the same there would be no tax increase.

Finance Director Lund stated that no property value stayed the same.

Councilmember Woestehoff said his point was that the percentage of the increase for option three they would be asking of residents was moderately equivalent or parallel to the increase in their home value.

Finance Director Lund said that it will be comparable.

City Administrator Hagen said that last year's tax rate was just over 42% and this year they are estimating it at 41%, making it virtually the same.

Finance Director Lund said this was the road portion of the budget. In regard to moving forward, she asked if Council was comfortable with preliminarily looking at doing option three for the purpose of having a starting point to go out to the residents so they can weigh in once they see their tax bill.

Acting Mayor Riley asked if they can figure out the effect of option three by itself.

Finance Director Lund said she can run those numbers separately.

Acting Mayor Riley added that he would like to see if there was a way to run a budget of essentially decisions the Council has already made, not proposing these things, but items they have already acted on, such as the wage increase.

Finance Director Lund said that in the budget notes she had done previously, a majority was personnel, and she had broken out the existing budget and the new personnel request. Outside of non-union employees, everyone is locked in at a 3% COLA, so it would come down to what is decided in regard to healthcare. She asked Administrative Services Director Lasher if that was locked into the contracts.

Administrative Services Director Lasher said that it is locked in with a little bit of wiggle room depending on what happens with the rates.

Finance Director Lund said that as of right now, single coverage is 100% funded which is why they are looking at about a 9% increase in regard to single coverage, which several employees are under. For family and employee plus spouse or employee plus child, the rate is split, so a 4.5% increase goes to the employee and 4.5% to the employer. She said that she could get a better summary together for the Council on this topic.

Acting Mayor Riley said he is unhappy with the 25-30% increase and is not willing to move forward with it, but he also knows they have already made a lot of the decisions that factor into that.

Finance Director Lund asked, in regard to the union contract, are they locked in at the 3% COLA, for everyone outside of that, do they put them in another column leaving them open for discussion.

Councilmember Specht said he believes what Acting Mayor Riley is referring to is that they approved a second maintenance person and some other positions ahead of time.

Acting Mayor Riley said what Councilmember Specht was referring to was part of it. He was also referring to the 3% wage increase they have already agreed upon with the unions. He noted that many of the decisions are heading toward 25-30% have already been made. He stated that this is where he is concerned. He can say he is unhappy with the 25-30%, but he is not sure how much they will have the ability to knock that number down.

Councilmember Woestehoff put it a different way by saying that he thinks Acting Mayor Riley is curious to understand what numbers, at this point, are discretionary.

Finance Director Lund said that a majority of the discretionary is going to come down to the personnel requests. In regard to the 3% in non-union wages, that has not been negotiated. She said some of the capital equipment is also being affected in the property tax levy. She asked if they wanted to use those funds up in regard to what is funding the other capital. She requested the Council give her a better idea of what they are looking for in regard to what is committed versus what falls outside of that. She said the health insurance would need to be negotiated if they change out the single coverage that is not 100% funded.

Councilmember Specht said one thing he thinks they will run into is when people make requests. He said that it comes down to if they spend nothing more, people will still have an increase because their home value is more. He asked how much is actually an increase from the Council rather than an increase due to the value of their home. He added that even if the City reduced its budget, property owners would still have an increase, but it is a matter of how much the Council can cut it while still being efficient to the City.

Finance Director Lund said the main factor it comes down to is the percentage of that tax levy that is contributing to the roads and when that percentage is solved, it will tell them what the additional increase is.

Acting Mayor Riley asked if the requests that have been made will be fairly easy for Finance Director Lund.

Finance Director Lund said that she will just have to do a separate column with the road portion only.

Mayor Pro Tem asked if that would include the discretionary part of it.

Finance Director Lund asked Acting Mayor Riley for a better handle on what he was calling discretionary. She said the personnel costs of non-union are still going to be a large number because there are still many people that are not under union contracts with 3% COLA.

Councilmember Specht said he feels like the next two, personnel requests and capital, are what they can choose to do or not do.

Acting Mayor Riley agreed with Councilmember Specht.

Finance Director Lund said that she will figure out what the road portion only contributes to the tax increase, make a list of the positions, and the dollar amounts that are related to the union contracts, salary only, and the respective benefits, not including health insurance, and those positions that have been added but were not part of the original 2022 budget.

Acting Mayor Riley stated that this is exactly what he was looking for.

Councilmember Specht asked for clarification if they had the ability to change anything with healthcare since it is not locked in the contracts, if they had the desire to. For example, if the Council said they did not want the single coverage to be 100% if that was flexible.

Finance Director Lund noted there are two sides to this. The City still has non-union people that are not locked into contracts and union people who are locked into contracts. She stated there is language that mentions there is some wiggle room.

Administrative Services Director Lasher said that, for example, not to exceed \$X amount depending on the percentage that they get. They are protected and know a worst case scenario number, but it could be a little better.

Finance Director Lund stated in regard to charging people that are under contracts with single health insurance, if the contract has been negotiated with 100% coverage, it is not doable.

Councilmember Specht asked if, historically speaking, they had seen as dramatic a fall in home prices. For example, in times where they saw a 22% increase, in the next year could it go down by 15%.

Finance Director Lund said there was a decrease with the market crash of 2009, which was ridden out for a couple of years. She had the history of the market value of the past several years if Councilmember Specht wished to see that.

Councilmember Specht explained his concern is that if they have a decent tax capacity and are doing well, if they would be setting themselves up for failure if it would be dropping. He said there is no way that the City can predict the market but they should be thinking of this possibility as the Council makes their decisions.

Acting Mayor Riley said he believes that the County has been a little slow in following the increases as high as they have been. He said that they follow the market.

Finance Director Lund said that is accurate.

Acting Mayor Riley asked Finance Director Lund if she was now going to talk about personnel requests and capital requests.

Finance Director Lund said yes and moved on to the general fund budget as a whole because the tax levy portion outside of the road is all locked in. She said the other portion outside is the EDA and that increased \$7,500 which is going to the EDA on Thursday. She said that the only portion remaining is the general fund levy, which includes the personnel and capital. She said that the personnel portion is a total budget request. They have two positions that are related to the utilities, which is a reclassification of the utility maintenance worker to the utility lead person. She noted this will be zero because they are not under the general fund of the levy. The overall amount that is related to the general fund position request is \$244,345 and that takes into consideration the uniforms needed in the police department for officers in training. She said that the Staff is here that has requested reclassifications, increase in hours, and new positions, noting these are extra items that are not already in the budget for 2022 and are the discretionary items.

Acting Mayor Riley referenced reclassifications, which are low dollar amounts of changing an employee from one position to another, he asked if the Council was comfortable with the reclassifications.

Councilmember Howell said yes to the reclassifications.

Acting Mayor Riley moved on to the increase in hour requests, in which there were two. He asked if they had already discussed the increase in hours for the recreation specialist.

Finance Director Lund said yes on the increase in hours through the end of the year, but it did not become a full-time person.

Administrative Services Director Lasher explained it was just temporary and they had made her full-time through the end of 2022, but for 2023 the increase still needs to be handled.

Acting Mayor Riley stated that it was an increase from 29 to 40 hours and asked if the Council wanted to talk about the position more in depth.

Councilmember Howell said she was not in support of the increase because this seems a little more discretionary and the Council could cut this. She said that if the Council are serious about finding things that they can cut, then they should act on that.

Acting Mayor Riley said he agrees but they will have to figure out how they will have Happy Days when the increase for 2022 was covering that. He asked if the Council wanted to put that back for Staff to talk about, and if the Council does not increase that, how do they handle Happy Days.

Administrative Services Director Lasher stated that the increase of 29 to 40 hours a week was requested a long time ago and did not have anything to do with Happy Days. It was just a request to gain an additional 11 hours to grow the current City recreation program further.

City Engineer/Interim Public Works Director Westby said this was correct.

Councilmember Specht asked if they would potentially lose the employee if they were to move their hours back down to 29 after the end of the year.

Administrative Services Director Lasher said this individual is to the point that she needs health insurance so that would be a factor.

Councilmember Specht said he agrees with Councilmember Howell. If they are thinking big picture, then something has to be cut, and while recreational things are of great value to the residents, it is not as necessary. He said this is worth the discussion.

Councilmember Woestehoff asked if it was a 40 hour minimum for benefits or if it was 34.

Administrative Services Director Lasher stated that the minimum was 30 hours.

Councilmember Howell asked if she would have insurance if they moved her from 29 to 30 hours.

Administrative Services Director Lasher said yes.

Councilmember Howell asked what it would cost to just bump her up an extra hour weekly and offer her insurance.

Finance Director Lund said that it would be the same amount insurance wise and if the employee does go on insurance, then her single insurance is around \$12,800, so it would cost them an extra \$12,800.

Councilmember Howell asked what would service the residents better, the extra expenditure and having the recreation programs, or if they would just be doing this to make sure that an employee has insurance. She wanted the Council to consider the pros and cons and said she would still like to cut the hours to save somewhere.

Administrative Services Director Lasher said she believes that if Interim Parks and Assistant Public Works Director Riverblood were here he would say that he sees the need to have the individual at 40 hours a week and it is a plus to be able to give someone health insurance if it would mean otherwise losing them. She said that Interim Parks and Assistant Public Works Director Riverblood has had this in his plan for about a year and a half to bring this position full-time.

Councilmember Specht asked if they brought this person on as an intern, it was cheaper and easier because they had to train them.

Administrative Services Director Lasher said that several years ago they had a Parks intern for a few years and it was not cost effective because a lot goes into recruiting and training, only to have them turn around and go back to school. What replaced the temporary intern was a part-time recreational specialist, at 20 hours per week. They had quite a bit of turnover and went through three or four 20 hour a week recreation specialists and now they are here with the current individual.

Councilmember Woestehoff said that he would prefer to hear some more justifications for the additional hours, such as some examples of what has happened over the past 6 months and how it has been beneficial. He said that he would lean towards the 30 hour position rather than 40 hours because he does not see enough of a benefit to add the additional hours.

Acting Mayor Riley said that the direction of this is that they would like to hear more about the position.

Councilmember Specht said he sees some of the programs that are being put on but another thing he would find helpful would be to see the numbers of how many people are utilizing these programs. He heard that pickleball was a huge success but he would like to see the numbers of the different programs.

Acting Mayor Riley added that they would like to hear more about the recreation specialist. He moved onto the permit tech request. He asked if they wanted to hear more about this position.

Councilmember Specht said that this sounds like a need.

Councilmember Woestehoff added that this sounded like a need unless they could contract this out. He asked if they had contracted this out previously and if this was to replace it being contracted out.

Administrative Services Director Lasher said that was something else and permit tech work is not contracted out.

Acting Mayor Riley asked if the Council was comfortable moving forward with this request.

The Council agreed to move forward.

Acting Mayor Riley moved on to the discussion of new positions, which were for a community service officer and a patrol officer.

Police Chief Katers explained that the community service officer (CSO) is a part-time position, typically filled by a student going into law enforcement. They respond to non-primary calls for service such as lock outs, animal containment services, parking enforcement, traffic control at accidents, and things of this nature. They have utilized this position and currently have two CSOs, which are not licensed police officers, but students going to school for law enforcement, which is a requirement for the role. The addition would be to add an additional CSO to handle animal containment services that was previously contracted out to North Metro Animal Control Center, which has since gone out of business in June of 2022, causing animal containment to fall back on the City to return dogs to their owners, and boarding them at Anoka. He said that his reasoning for this request is that he would rather see his CSOs bringing animals down to the pound in Anoka than peace officers leaving the streets of Ramsey to bring dogs down to Anoka.

Councilmember Specht asked how this position relates to the volunteer or reserve officers that they already have.

Police Chief Katers said he believes they currently have 15 or 16 reserve officers, noting that during COVID their numbers dropped to under eight and now they have added more but a lot of them are in training. He explained these are volunteer hours and their only mandatory event is Happy Days when the City requires all of them to be there. He said that volunteers could fill the role, but ultimately their schedules dictate how much time they can volunteer for. Currently, they are having their reserve officers ride along with their CSOs to get field training from them. He added that they have an explorer program that is different from the reserves, which is through the Boy Scouts of America and it is for youth aged 14-21 years old who are looking at exploring a career in law enforcement.

Councilmember Specht said that it seems like the reserve officers would not be 100% dependable.

Police Chief Katers added that the reserves are scheduled for volunteer shifts, which tend to be on the weekend based on work schedules. He said they do handle these types of calls when they are on duty; however, they are not scheduled throughout the week, 24/7/365.

Acting Mayor Riley said the two CSOs are utilized as much as they can be and there is a need for another half position.

Police Chief Katers said yes.

Administrative Services Director Lasher asked if their schedule was 25 hours a week.

Police Chief Katers said yes, that is maximum flexibility so they can attend their classes.

Councilmember Woestehoff asked Police Chief Katers, if given the choice between a patrol officer or a CSO, which he would choose.

Police Chief Katers said that he would rather see the full-time patrol officer approved. He added they are able to promote their CSOs, reserves, and explorers to a full-time police officer position if they are eligible. He explained they have a built in training program for this and have always done this so they have a built in talent pool continually running.

Councilmember Howell asked about the percentage of the service that would go to animal control versus the other items that Police Chief Katers mentioned.

Police Chief Katers explained that a majority of their time goes towards animal containment. He said within the last month there have been five dog bites, each which required follow-up with the vets and the parties involved, the paperwork, the potentially dangerous dog hearing. This is what they are primarily responsible for. He would say that about 60% of their time is spent on animal containment and the rest goes to assisting officers with non-primary calls, traffic directing at accidents, and some medical events, in which they have received training.

Acting Mayor Riley asked if there was a savings since they are no longer contracting out animal control services.

Police Chief Katers said that it was actually a price increase. North Metro Animal Control was an Andover business that went out of business, but Ramsey had to contract back with the City of Anoka to board animals that they contain and it is a higher cost. He explained they were saving around \$4,000 a year by utilizing North Metro Animal Control.

Councilmember Specht mentioned the capital requests and asked if Police Chief Katers had to choose between the officer versus the drone aerial requests, are there certain things he thinks could be pushed off that are not an immediate need.

Police Chief Katers said there are some items in the capital requests that they do not have, but they would like to have. He said there is a use for drones but the department could get by without them. As far as the personnel, he would ask, based on the calls for services, that they continue to hire police officers. He said the CSOs help because they take calls from the officers so that the officers can attend to the calls that require a licensed police officer.

Councilmember Howell asked how this compares to what surrounding cities do for their animal control.

Police Chief Katers explained this varies greatly from city to city and cities that do have CSOs use them for animal control. There are some cities that contract out but there are drawbacks to this. If the animal containment service was in East Bethel, their residents would have to go all the way to East Bethel to pick up the animal. He added that there are not a lot of these contracted services available. He said that the City would have to pay for unclaimed animals with the contracted service. He went on to say that they try to limit the amount of time that an animal is in their containment service. With social media, they are able to get the information out about the found animal much quicker. They said that they have not euthanized an animal in quite a few years due to adoptions. The City would have to pay the euthanization fee if they did have to use euthanasia.

Councilmember Woestehoff asked if the contract with Anoka was with the City or the County.

Police Chief Katers said that it was with the City of Anoka. He said that they have kennels and Ramsey is the only city that contracts with the City of Anoka and the rest of their space is used by Anoka. Ramsey is able to rent two kennel spots from the City of Anoka.

Councilmember Woestehoff followed up by asking if it was the County, could the sheriff's department be contracted to handle this.

Police Chief Katers said that it is just the City. He noted there was a suggestion from the owner of North Metro Animal Control, that the County as a whole look at offering these services in some regional capacity.

Acting Mayor Riley asked if Police Chief Katers could give the Council some number for justification.

Police Chief Katers said that they were up to about 16,000 calls for service a year and the numbers continue to increase every year. He said that they are asking more and more of their police officers with the calls on mental health, calls on violent crimes, and they are asking them to handle a lot more. He said based on his calculations, each officer was handling an average of 500 calls per year. Some of the calls are minor but others require extensive follow-up. He said a calculation that used to be used was one officer per 1,000 residents. He said they are close to that with the City's population of roughly 27,000. Ramsey is at that number of licensed officers; however, there are some cities across the country that are at double that number. He said they do a good job of meeting the needs for the community but it is more complex than the old calculation of one officer per 1,000. He said it has to do with the types of calls they are handling and the volume of calls. He said that he thinks they need to stay steady with the growth of their City, which they have seen based on population numbers. He has seen by calls for service that the staffing maintains with the City's growth.

Acting Mayor Riley said he had heard that the drunk driving officer position had become a full-time patrol officer.

Police Chief Katers reviewed that two years ago, the Council agreed to enter into a contract having an officer dedicated to the Toward Zero Death traffic enforcement and all of their time was spent in the City of Ramsey working on traffic enforcement. It was funded by a State grant Toward Zero Death, which paid for the officer's salary. When the officer was not working on that, they had to clock out of that to be used within the City. Because of staffing, they had to pull the officer from the grant program to help cover calls for services within the City. He explained that they have not yet been pulled, but they will not be renewing their contract. If they are no longer able to provide the services at a level that the citizens would expect, that would be the first officer to be pulled from the extra service contract. The downside is that they would not be paid for the officer's salary from the State; however, they feel they need to meet the needs of the citizens first. With that being said, next year they will not be renewing the grant because they need the officers on the streets. The other side of this is that the program awards grants for two or three years and they are in year number two; then it is given to another jurisdiction within the region. The thought behind that is to be able to give another agency the chance that they were given.

Acting Mayor Riley asked if this was also an increase that was already factored in.

Police Chief Katers said that was correct, this was an officer that was added in the last budget cycle.

Acting Mayor Riley asked if the Council was ready to move onto other new positions.

Councilmember Woestehoff asked if could move forward to the capital requests from the police department so that they could continue the discussion around the police department. He said that his question is about the request for squads and if they are related to the new positions or if they are strictly lifecycle.

Police Chief Katers said that all of these items are for lifecycle replacements, not for additional vehicles to the fleet.

Councilmember Woestehoff asked whether, by potentially adding a CSO and patrol officer, they still had enough vehicles to meet the needs of the City.

Police Chief Katers said that was correct.

Councilmember Howell asked about the UAV and what they do now if they do not have one.

Police Chief Katers said that they use these to look for suspects and missing children or adults. There are other agencies that do have them, so the City can request assistance from them when needed. Usually there is at least one in a patrol vehicle so it is just dependent on where they are in the County. Ramsey typically asks the City of Coon Rapids or Anoka County. He noted it adds about 30 minutes before the device is able to be deployed.

Councilmember Specht asked if they ever have a type of reserve for that. He said that he sees individuals out with drones and asked if this is something that can be outsourced.

Police Chief Katers said that they do not currently have any type of arrangement for outsourcing. He said there are some forces that offer this type of service and Ramsey has used them in the past for number counts for people at Happy Days, which was done with emergency management who has drones to do this. He said there are options, but it comes down to the time that it takes to get them, which would average about 30 minutes.

Councilmember Howell asked how many times a year the UAVs are used.

Police Chief Katers said that an estimate would be around five or six times a year.

Councilmember Woestehoff asked if the fire department would have any use for these UAVs.

Fire Chief Kohner said they would not have a use for these, they would just use the emergency management drone. He was pretty sure that to use them, a licensed operator is required, that is at a cost, and there would be a lot of follow-up with that. He said typically when they are doing a search for a missing person, it starts on the ground and takes a while until they get to the point that would require a drone.

Acting Mayor Riley said at this time, he does not see a need for a UAV and Staff instead should look into contracts for this. He asked the Council if they agree.

The Council agreed with Acting Mayor Riley's comment.

Acting Mayor Riley asked Police Chief Katers to look into contracts and to get back to the Council on what it would look like without the UAVs.

Councilmember Specht added that things would just look the same without them.

Acting Mayor Riley asked if they were ready to move on from the discussion surrounding the police department.

Councilmember Specht said if there are more capital questions they can come back to that.

Acting Mayor Riley moved on to the full-time engineer tech II discussion. He mentioned that he and City Engineer/Interim Public Works Director Westby had discussed that they were going to keep busy with engineering with building roads.

City Engineer/Interim Public Works Director Westby explained this position is in follow up to the reclassification if engineering tech II becomes engineering tech III, they then move into design work and the engineer tech II position needs to be backfilled to inspect construction in the field.

Acting Mayor Riley asked if there was any cost savings with this, such as completing the inspections that they would otherwise have to hire out.

City Engineer/Interim Public Works Director Westby explained the tech II is already doing the inspections so if they move up to tech III, they would be doing more design work, especially if the road funding budget is increased.

Councilmember Specht asked if the negative number under utility funds meant that this portion does not come from the general fund.

Finance Director Lund said that was correct. Usually they work on storm drainage projects and those types of things so the funding comes from utility funds.

Acting Mayor Riley asked if hiring a new position would affect the engineering income that they add to every project.

City Engineer/Interim Public Works Director Westby said that it would not affect that cost.

Acting Mayor Riley said that it had been asked at Public Works how much engineering could get done with the roads. If they do not hire this position, he asked City Engineer/Interim Public Works Director Westby if his previous answers had been premised on having this position.

City Engineer/Interim Public Works Director Westby said that is correct, it was premised on having two designers in the office, the engineer tech III and the assistant City engineer.

Administrative Services Director Lasher asked if this position was a part of the master plan of shuffling things around and the reorganization to make things successful.

City Engineer/Interim Public Works Director Westby said that is correct.

Acting Mayor Riley asked if this new position would also help City Engineer/Interim Public Works Director Westby in his new position.

City Engineer/Interim Public Works Director Westby said this new position will help him be able to transition over to Public Works.

Councilmember Specht asked if this could be contracted out even if it takes more training time to get them familiar with the City.

City Engineer/Interim Public Works Director Westby said he thinks there is great value in having the Staff do the design projects. Engineering can be contracted out; however, having familiarity with the community allows the projects to be designed and completed to a much higher standard and more quickly. He thinks it will be a much better product if the designer has a stake in the project by being from the City.

Acting Mayor Riley mentioned the street redesign that will be worked on for the foreseeable future would cost more if they contracted it out. He feels they have already made the decision that there is a need for this role.

Councilmember Woestehoff said if the work was contracted out it would be more than \$29 per hour in terms of what the rate would be. He said this position seems to be more of a cost savings.

Acting Mayor Riley mentioned that Finance Director Lund had pointed out the utility worker has zero cost to the general budget. He asked who could discuss this and if this was in anticipation of the water treatment.

City Engineer/Interim Public Works Director Westby said this is a position to start making up some of the ground they have fallen behind on, noting the utilities system continues to grow. As they add hundreds of homes, they have to add hundreds of services, which means thousands of feet of water main and fire hydrants. He said to maintain and operate this system, it takes a lot of work and this position is just to help keep up with that work. He said that he would also like to add the reclassification of the utility maintenance worker to a utilities lead which takes the utility worker out of the field when they are a lead and they are doing things in the office.

Councilmember Specht said they had previously talked about the road and park maintenance working hand in hand on what is being done. He asked if even though these positions were being funded by the utilities if they had flexibility to help with the roads and repair or if it was just mainly utility maintenance that would be keeping them busy.

City Engineer/Interim Public Works Director Westby said that they typically stick to their division, other than helping with plowing.

Finance Director Lund asked if there were no changes on this at the time.

Councilmember Specht said just concerning the recreation specialist.

Acting Mayor Riley said that the Council wanted to hear more on the recreation specialist concerning the facts and figures.

Councilmember Howell asked Finance Director Lund if they could get the number difference if they move the recreation specialist to 30 hours versus 40 hours.

Councilmember Woestehoff said that he would also like to see the numbers of what it would look like at 29, 30, and 40 hours for that role.

Acting Mayor Riley started the discussion on capital requests. He asked Council if everyone was comfortable with what was already discussed in regard to the police department requests or if anyone had any further questions.

Councilmember Woestehoff added that when it comes to the police vehicles, he would be in favor of adding two Explorer hybrids as opposed to a Tahoe and an Explorer hybrid. He believes that the gas savings would be made up in a year.

Acting Mayor Riley asked Police Chief Katers, since these vehicles are on the list, if this is the police department's criteria and what they need.

Police Chief Katers explained they buy from the State purchasing contract so they do not have to negotiate the price of vehicles. The City buys them out of the State contract which has already been negotiated. He said that he noticed that this year, the cost difference between a gasoline only vehicle and a hybrid vehicle for the Ford Explorers are the same. He said there used to be around a \$10,000 price difference between the gasoline only and hybrid; however, now they are the same price. He said that the Ford Explorers are \$41,000, a Tahoe is slightly less, and the Chargers are about \$10,000 cheaper, as well as being around \$2,500 cheaper to equip. He added that the Charger is the only vehicle they can get as a sedan, since Ford stopped making the sedan style and only makes utility vehicles. He said that when they order the vehicles, if they are ordered with the equipment they want and do not take from existing stock, it would take over a year for the police department to receive the vehicle. He mentioned that some of the non-primary vehicles, such as the 2005 Ford F-150, are currently assigned to investigations. He noted that any of the vehicles that they have on patrol need to have a police package.

Councilmember Specht asked if they could utilize retired police vehicles as a vehicle for the new building inspector since it would just be driving around to the different sites that need inspection.

Police Chief Katers said he cannot answer the question per community development; however, when the vehicles are not being used by the police department, if another department within the City has a use for the vehicles, they get first priority before they are sent to auction. He added that this typically does occur, as most of the seasonal maintenance and parks vehicles are former squad cars. He added that building maintenance has a few of the old Tahoes, the Public Works director used to have a Tahoe, and the City is able to utilize these vehicles to get the maximum life possible out of them in other departments within the City. He said that when the police department gets rid of a vehicle, there are typically between 100,000 and 125,000 miles on the vehicles and they rely on their mechanics to tell them when they have put more into the vehicles than what they are worth. So, it is not just dependent upon mileage or age of the vehicle, noting the City has fleet management. He added that there is one more vehicle request this year because it was a request

from last year that got pushed to this year. He said that they try to request a maximum of three new vehicles per year.

Councilmember Woestehoff asked the Staff if the vehicles were not to be offered up to other departments what they would be able to get for the vehicles in auction, for example, and would they be able to get back a third of the sticker price. He asked because of the current market and he thinks that selling a retired police Tahoe could pay for a new Impala or Equinox.

Police Chief Katers said he believes the last vehicle that was sold at auction was one of the sedans and it sold for around \$6,000-\$7,000. If the original purchase price was somewhere in the \$20,000s based on the contract, the City got about a third of the price back.

Acting Mayor Riley asked Fire Chief Kohner about the SCBA compressors and if they had one in each fire station.

Fire Chief Kohner said that they do have one in each station. He said back in 2020 they did have one fail, so there was an emergency purchase needed for that. He reported that one of them is now starting to leak oil and with the current shipping delays, it would be in their best interest to purchase one, or get in line to order one.

Acting Mayor Riley asked if there was a need for one compressor at each fire station.

Fire Chief Kohner said yes, because they serve the refills of the SCBAs at each station. If they did not have them, they would have to load up the SCBAs at one station and drive to the other to refill them. They use these at the end of calls to fill up, but also if there is a house a fire and if they have to run back and forth to stations to refill it is more convenient to have them at the closer station.

Councilmember Woestehoff asked if Fire Chief Kohner could talk about rescue number 21.

Fire Chief Kohner said that this is one of their first out rescue trucks which is used for all medical, personal injury, and accident calls. The City tries to get as much life as they can out of the vehicles. He said that this one is a 2000, so the City is starting to spend some higher bills on it due to maintenance. He added that mileage is not the issue; it goes from zero to high speeds in a short amount of time. He said when looking at replacement vehicles in their fleet, he is also fiscally responsible by getting the most value as they can out of these vehicles since they are a big expense, while also being mindful of the wear and tear on the vehicle and not trying to put it off. He thinks they will be able to get some resale on this vehicle. If the City were to move ahead with this, there is no guarantee that they would get the vehicle in 2023 with all the shortages or vehicle parts.

Acting Mayor Riley said he assumes that a lot of the cost of this has to do with outfitting the vehicle rather than just the vehicle.

Fire Chief Kohner said that is true, there is a dollar amount associated with the vehicle but the price also comes from everything else that has to go into these vehicles.

Councilmember Woestehoff asked if there is another big purchase that they should be worried about for next year.

Fire Chief Kohner explained that last year, they put in the budget a refurbishing amount to extend the life of the tanker. Based on some major repairs that had to be done, they did not want to put this money back into the vehicle so these expenses will be coming up next year. He added that this is something they will not see in 2024 because of the length of time that it takes to build these fire trucks.

Councilmember Woestehoff asked if a tanker costs around \$400,000.

Fire Chief Kohner said that is correct.

Acting Mayor Riley asked Finance Director Lund what the next step is in continuing the discussion of these expenses.

Finance Director Lund said that she will break up the price difference of the roads. She will also add the listing of what the extra items will be in regard to what was added in 2022 that has been committed to and the discretionary items.

Councilmember Specht asked about the delays on other equipment. He said that in past years the Council has supported a 5-10% increase but wanted to look at anything that could be cut out of the budget. He noted that one year they decided not to stay members of one additional organization and he wanted to know if they could find something like that to save money.

Finance Director Lund gave a brief summary of the general fund levy, noting she has broken out the historical levy amounts of what they have done in the past. She said last year, they had done a 5.89% increase. She explained that represented about a \$550,000 increase on the tax levy. She said that for 2023 it is presented as a 13.82% increase and \$1,600,000 in tax levy. She said that is over a \$1,000,000 increase from last year's amount.

Councilmember Woestehoff asked if this was without the pavement.

Finance Director Lund said yes. She mentioned that when comparing the different charts, she wanted to be able to show a comparison to 2022 in each option. Within the general fund, it is difficult because it is locked in to all the things that are already committed and with rising gas and utility prices, everyone is facing increases.

Acting Mayor Riley said that he would challenge Council that if they do not like this number to come up with a number they do like or figure out a goal that can be discussed in later meetings. He added that they could also come up with a percentage that could be given to department heads so they could determine how they use the funds.

Councilmember Woestehoff said that based on his calculation including the general fund and roads, to drop the increase by 1%, they would need to cut \$31,000.

Finance Director Lund asked if there was a percentage that they are looking at so she could tell them what the amount would be. She does not believe that 5% is doable because of what has been locked in with regard to the contracts.

Acting Mayor Riley said that he does not have a number right now and asked Council if they have a number so that Finance Director Lund could look at some calculations of what that would mean.

Councilmember Howell asked what would be doable if the 5% is not doable.

Finance Director Lund asked if she meant the overall levy increase or the general fund.

Councilmember Howell said both.

Finance Director Lund said she thinks, with the debt that the Council has already locked in, outside of the roads, just because they are already committed to that debt, this leaves the general fund and she did not know what would be a good percentage. She suggested an 8-10% increase on the general fund to start to see what that would look like.

Acting Mayor Riley asked if that seemed reasonable to give the Council options to see what these numbers would look like.

Councilmember Howell said that a lot of the requests look like necessities so that makes it difficult and there is not much that can be cut.

Acting Mayor Riley asked Finance Director Lund to work out numbers with the 8-10% increase.

Finance Director Lund said that she will do an 8% increase all the way up to a 13% increase to see what the different numbers represent.

3.01: Review Future Topics/ Calendar

Noted.

4. MAYOR / COUNCIL / STAFF INPUT

None.

5. ADJOURNMENT

The Work Session of the City Council was adjourned at 6:54 p.m.

Respectfully submitted,

Brian S. Hagen

City Administrator

ATTEST:

Katie M. Schmidt
Deputy City Clerk

Drafted by Ava Rokosz
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a regular meeting on Monday, August 8th, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Acting Mayor Riley
 Councilmember Chelsee Howell
 Councilmember Dan Specht
 Councilmember Matt Woestehoff

Members Absent: Mayor Mark Kuzma
 Councilmember Ryan Heineman
 Councilmember Debra Musgrove

Also Present: City Administrator Brian Hagen
 City Engineer/Interim Public Works Director Westby
 Planning Manager Todd Larson
 City Attorney Fritz Knaak
 Police Chief Jeff Katers

1. CALL TO ORDER

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

2. PRESENTATION

None.

3. CITIZEN INPUT

None.

4. APPROVE AGENDA

Motion by Councilmember Woestehoff, seconded by Councilmember Howell, to approve the agenda as presented.

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

5. CONSENT AGENDA

Motion by Councilmember Woestehoff, seconded by Councilmember Howell, to approve the following items on the Consent Agenda:

- 5.01: Receive Cash & Investments for Period Ending July 31, 2022
- 5.02: Note the Following Boards, Commissions, and Committee Meeting Minutes:
 - 1) Environmental Policy Board Dated May 16, 2022
 - 2) Economic Development Authority Dated June 9, 2022
 - 3) Parks and Recreation Commission May 12, 2022
 - 4) Planning Commission Meeting Minutes Dated June 23, 2022
 - 5) Public Works Committee Dated June 21, 2022
- 5.03: Approve the following Meeting Minutes:
 - 1) City Council Work Session dated July 12, 2022
 - 2) City Council Regular dated July 12, 2022
 - 3) City Council Work Session dated July 26, 2022
 - 4) City Council Regular dated July 26, 2022
- 5.04: Approve State of MN Joint Powers Agreements with the City of Ramsey on behalf of its Police Department.
- 5.05: Approve Business Licenses
- 5.06: Approve Rental Licenses
- 5.07: Authorization to Hire a Part-time Planning Division Administrative Assistant
- 5.08: Authorization to Hire a Streets Maintenance Worker to Fill a Current Vacancy
- 5.09: Authorization to Hire an Accounting Clerk
- 5.10: Adopt Resolution #22-178 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 21, 2022, through August 3, 2022
- 5.11: Adopt Resolution #22-180 Authorizing Early Termination of Lease with Todd Bialon (EZ Auto)
- 5.12: Adopt Resolution #22-181 Authorizing the City Administrator the Authority to Hire Temporary and Seasonal Employees

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

6. PUBLIC HEARING

None.

7. COUNCIL BUSINESS

- 7.01: Consider a Home Occupation Permit and Conditional Use Permit for Your Computer Hero at 5435 180th Ln NW (Project 22-127)**

Planning Manager Larson reviewed the request, noting there are two parts to this request, the first being the request for a home occupation permit. He explained this is an existing business that has space in a commercial district; however, the nature of the business has changed and there is no customer traffic anymore, they primarily go out to the businesses. He said that at this location what they are looking to do is service the computers and get supplies to take off site to do the work on the computers and return them to the business. The business has employees that will not be visiting any more than once per week per employee. He added that the other half of the request is for a conditional use permit. They are requesting this permit because the structure they are proposing to construct has two stories, the first level being a garage with a service area and upstairs would be the office space. He stated the Planning Commission recommends the approval of both the home occupation permit and the conditional use permit. He noted that the applicant is in the audience.

Acting Mayor Riley asked the applicant if they wished to come forward and address the Council.

The applicant said that the Planning Commission was very thorough but she would be happy to answer any questions that the Council may have.

Councilmember Specht said that he agrees with the Planning Commission and trusts their advice.

Councilmember Howell said that the request looks straight forward and she will be supporting it.

Motion by Councilmember Howell, seconded by Councilmember Specht, to Adopt Resolution #22-164 Approving a Conditional Use Permit to Allow a 2-Story Accessory Structure as 5435 180th Ln NW and to Adopt Resolution #22-165 Approving a Home Occupation Permit to Allow a Computer Business as 5435 180th Lane NW.

Further discussion:

Acting Mayor Riley added he liked that they are removing the retail portion of the business, he thinks that it will be producing very little traffic, and believes this is a good idea.

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

7.02: Green Valley Greenhouse/Davis Farms 2nd Addition Plat, CUP Amendment, Comprehensive Plan Amendment, and Rezoning

Planning Manager Larson reviewed the staff report and recommendation to Adopt Resolution #22-173 for the comprehensive plan amendment to do the reguinding, introduce Rezoning Ordinance, and Adopt Resolution for amending the conditional use permit for the phased expansion with just one change regarding condition 15 to reference the landscaping plan. He noted that in two weeks it will come back to the Council for the easement vacations that go with the plat as well as the plat itself. There was some confusion on how the plat was being processed but it is considered a minor plat so just the final plat is coming back to the Council. He said there is no plat tonight but to keep in mind that it is in the next phase. If the Rezoning Ordinance is approved, it will also come back to the Council after the Met Council signs off on it. This is something that the Met Council should

be able to do administratively because there is no net loss of any acreage or density so it should have a quick turnaround time. He noted that the applicant is in the audience.

Councilmember Woestehoff asked if they could also solve this problem by adding greenhouses as a conditional use to the R-2 District.

Planning Manager Larson said that would require a text amendment which is certainly possible. He has been able to speculate that since the R-1 District has four components to it, he believes that the intent was probably in rural development but it was lumped into all of the R-1 Districts. Since most of the R-2 land is in already developed areas, a greenhouse would not be appropriate there.

Acting Mayor Riley asked if Planning Manager Larson knew why there was R-2 in this location of the City since it is not in the developing, densely populated area.

Planning Manager Larson said that as far as he knew, it was just a spot that someone thought made sense to shake up the pattern of future development.

Councilmember Specht said he supports this because Green Valley does a lot for their community by adding jobs and lots of great products. He mentioned that he was honored to get the opportunity to tour their facilities earlier this year. He sees that by Green Valley expanding it can only make the community better and he is in support of these needed changes.

Acting Mayor Riley asked the applicant if he wishes to come forward.

Aaron Davis, 6381 178th Lane, said that he and Brad Wolf were the co-owners of the greenhouse. He explained that the Hunt property makes sense for future growth for them. He would be happy to answer any questions and help explain anything in any way he could.

Acting Mayor Riley said he knows that Green Valley is a great corporate citizen of the City. He said that through the years he has sold many of their fundraising gift cards and thinks that is a great program they have done. He thanked the applicant for being there and for being a great corporate citizen. He began discussing the options before the Council and said the Planning Commission gave them direction with adding the one condition.

Planning Manager Larson said that is correct and that condition came out of the EPB's review and needs to be amended in the CUP Resolution.

Motion by Councilmember Howell, seconded by Councilmember Specht, to adopt Resolution #22-173 Approving a Comprehensive Plan Amendment regarding lands between low density residential and medium density residential and to introduce Ordinance #22-24 Rezoning lands between R-1 Residential MUSA-80 and R-2 Residential and to adopt Resolution #22-174 Approving an Amended Constitutional Use Permit for the phasing expansion of a commercial greenhouse operation and the addition of the landscape plan, Condition #15.

Further discussion:

Councilmember Woestehoff added he wanted to clarify that since motion two was an ordinance, the Council will see it again. He stated he will vote in favor of it today; however, he does not necessarily enjoy these types of zoning swaps because they feel slightly disingenuous to the Met Council, to a certain extent, that they are doing a land swap to meet their needs. He would prefer to see a better solution from a zoning perspective as opposed to the R-1 to R-2 swap.

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

7.03: Consider Waiver of St. Katharine Drexel Land Use Review Fees (Project #21-103)

City Administrator Hagen reviewed the request.

Acting Mayor Riley said his understanding of this case that is a he-said, she-said situation.

City Administrator Hagen said there is some of that here. He commented that in a perfect world they would have existing Staff and perfect memories. However, not all of the Staff that worked on this case are still employed by the City, as this was over a year ago.

Councilmember Specht asked if they were discussing the \$398.62 in fees.

City Administrator Hagen said this is the amount that the City has identified. He said the City sent them an invoice for \$97.83, but they are disputing this invoice and more additional charges, adding up to the \$398.62.

Councilmember Specht said this is obviously not a huge amount in terms of the budget; however, there are the inconsistencies of the he-said, she-said. He added that due to the amount he would be happy to maintain the good relationship with the church as they add a lot to the community and waive the fees.

Acting Mayor Riley asked to clarify the motion that it was for \$398.62.

Councilmember Specht confirmed.

Motion by Councilmember Specht to waive the fees incurred against the project after City Council approval in March 2021.

Motion failed for lack of a second.

Councilmember Howell asked City Administrator Hagen if the restroom facilities was an addition by the church.

City Administrator Hagen said it is his understanding that the original plans did not approve restroom facilities and after the approval, they continued to turn in plans and had the desire to add them.

Acting Mayor Riley asked City Engineer/Interim Public Works Director Westby if he wished to add anything to the discussion.

City Engineer/Interim Public Works Director Westby indicated what City Administrator Hagen had said was accurate and the applicant did add the restroom request during the process.

Motion by Councilmember Howell to collect fees identified and invoices sent by the City's finance department.

Motion failed for lack of a second.

Councilmember Specht asked what happens if they do not decide either option if it would just revert to default.

Councilmember Woestehoff said if that happens then they will find a compromise.

Acting Mayor Riley said that if they do nothing, then these fees have already been billed.

City Attorney Fritz Knaak noted there is a provision in the City charter that any resolution, ordinance, or motion does need four yes votes to pass.

Councilmember Woestehoff said that he would like to offer a compromise that they do not charge the \$97.82.

Acting Mayor Riley agreed.

Councilmember Specht asked what the legal side would be if they did nothing.

City Attorney Fritz Knaak said that nothing would happen.

Councilmember Specht clarified that it would revert to the \$398.62 all being charged.

City Attorney Fritz Knaak said that was correct.

Councilmember Specht said that he would like all fees reduced; however, if they could just reduce a part, he would be open to that compromise.

Motion by Councilmember Woestehoff, seconded by Councilmember Specht, to not invoice St. Katherine Drexel the \$97.83 but keep previously paid amounts.

Further discussion:

Acting Mayor Riley said this seems like a compromise; however, the City is mostly made whole and he thinks this makes sense. Councilmember Howell said that this seems a little bit arbitrary.

Motion failed. Voting Yes: Acting Mayor Riley, Councilmembers Woestehoff and Specht. Voting No: Councilmember Howell.

Councilmember Specht made the point that this is a non-profit organization and a huge asset to the community. He added that there is some gray area in this as no one is sure exactly what was said originally in regard to their request. He thinks it would be beneficial to come to a compromise for them in order to maintain a relationship and respect what they do.

Councilmember Woestehoff explained one of the reasons that he was in favor of a compromise is that this likely would have come up if the petitioner had brought it through the Planning Commission instead of through the Council, this would have gotten caught in the process. As Chair Bauer and others are members of the church, they chose to go above the Board and go straight to City Council. He said it seems like they were trying to do the right thing but they lost a step in the process that could have given some valuable feedback, which is why he is open to a compromise.

City Administrator Hagen said that the first IUP did go through the Planning Commission, it was the amendment that went straight to Council due to the short amount of time since the original approval.

7.04: Introduce Ordinance #22-23 Amending Section 117-57 - Nonconforming Structures and Land Use

Planning Manager Larson reviewed the staff report and recommendation by the Planning Commission for approval of the ordinance modifying section 117-57 of City Code to add the creation of a nonconformity by public action in the code.

Councilmember Specht shared that he believes this is a good idea that helps businesses in the case of emergency type situations during the Highway 10 construction.

Motion by Councilmember Specht, seconded by Councilmember Woestehoff, to introduce Ordinance #22-23 Amending Section 117-57 of City Code.

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

7.05: Adopt Resolution #22-176 Accepting Bids and Awarding Contract for Improvement Project #20-05, Riverdale Drive Extension, Llama Street to Bowers Drive

City Engineer/Interim Public Works Director Westby reviewed the staff report and recommendation to adopt Resolution #22-176 accepting bids and awarding a construction contract for Improvement Project #20-05. Riverdale Drive extension, Llama Street to Bowers Drive, to Douglas-Kerr Underground, L.L.C. for their bid of \$2,342,102.66.

Acting Mayor Riley said he likes that the presentation shows how they are trying to utilize funds and grants that would go into this project.

Councilmember Specht asked if this would affect the access to Beatty Street or Collins Drive.

City Engineer/Interim Public Works Director Westby said that is accurate and there is no work being done near that access or the right turn lane to Riverdale Drive.

Councilmember Specht asked if any signage would say that access on Bowers is to exit onto Armstrong prior to, so people will know that they need to exit onto Armstrong and take Riverdale over.

City Engineer/Interim Public Works Director Westby said there are no current plans for this type of signage. During construction, he assumes that people who live there and commute that way will understand. He noted Staff will be sending letters once the construction starts providing further information about the access changes.

Motion by Councilmember Woestehoff, seconded by Councilmember Specht, to adopt Resolution #22-176 accepting bids and awarding a construction contract for Improvement Project #20-05. Riverdale Drive extension, Llama Street to Bowers Drive, to Douglas-Kerr Underground, L.L.C. for their bid of \$2,342,102.66.

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

7.06: Adopt Resolution #22-175 Accepting Bids and Awarding Contract for Autumn Heights Street Reconstructions, Improvement Project #22-02

City Engineer/Interim Public Works Director Westby reviewed the staff report and recommendation to adopt Resolution #22-175 accepting bids and awarding contract for Autumn Heights Street reconstructions, improvement Project #22-02 to GHM Asphalt Corporation for the bid in the amount of \$897,894.48.

Councilmember Woestehoff asked how much they are saving by doing two inches of asphalt rather than the three and a half inches.

City Engineer/Interim Public Works Director Westby said that he does not have those numbers but it is an answer that they can find by reviewing the bid.

Motion by Councilmember Woestehoff, seconded by Councilmember Specht, to adopt Resolution #22-175 accepting bids and awarding contract for Autumn Heights Street reconstructions, improvement Project #22-02 to GHM Asphalt Corporation for the bid in the amount of \$897,894.48.

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

7.07: Consider Site Plan for Water Treatment Plant (Project No. 22-104); Case of City of Ramsey

Planning Manager Larson reviewed the staff report and recommendation from the Planning Commission to adopt Resolution #22-166 approving the site plan contingent upon compliance with Staff's review comments.

Councilmember Specht asked if they were just looking at the site plan, not any of the drawings or renderings.

Planning Manager Larson said that they are looking at it from a few different angles, from a property owner's view and the funder's view.

Councilmember Specht said he desires that this building be made as simple as possible and this is just a building to treat water.

City Administrator Hagen added that the Public Works Committee has looked at this more than the Council, weighed in on some of the costs associated with the building's appearance, and have found that the project costs are mainly due to the pumps and piping that is needed. He added that Public Works sees this building as quite functional with not a lot of added amenities and aesthetics. He said that Ramsey Staff is reviewing the full specs of the plan, which will be done in a week or two, and they will have a cost estimate at that point that will be brought forward to Council in September.

Motion by Councilmember Woestehoff, seconded by Councilmember Howell, to adopt Resolution #22-166 approving the Site Plan contingent upon compliance with Staff's review comments

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

8. MAYOR, COUNCIL AND STAFF INPUT

City Administrator Hagen announced there was an EDA meeting this Thursday morning and a Parks and Recreation Committee meeting this Thursday evening. He announced that this is a grand reopening of Peltzer Park and the meeting will be held there. He noted that the Environmental Policy Board will meet on Monday; the Public Works Committee meeting was moved from next Monday to August 22, 2022 due to the EDA golf event; and the business appreciation day is on August 16, 2022. He said that the next City Council meeting will be held on August 23, 2022. He added that the Primary election is tomorrow from 7 a.m. to 8 p.m. and Council will canvas the results on Friday at 3:30 p.m.

Councilmember Specht noted the Total Defense grand reopening this Saturday at 10 a.m. He added that the grand opening of Allison's Petite Pastries is on August 20, 2022.

9. ADJOURNMENT

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

Motion carried.

The regular meeting of the City Council adjourned at 8:07 p.m.

Respectfully submitted,

Brian S. Hagen
City Administrator

ATTEST:

Katie M. Schmidt
Deputy City Clerk

Drafted by Ava Rokosz
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a Canvassing Board meeting on Friday, August 12, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Acting Mayor Chris Riley
 Councilmember Debra Musgrove
 Councilmember Dan Specht
 Councilmember Matt Woestehoff

Members Absent: Mayor Mark Kuzma
 Councilmember Ryan Heineman
 Councilmember Chelsea Howell

Also Present: City Administrator Brian Hagen
 City Clerk Katie Schmidt

1. CALL TO ORDER

Acting Mayor Riley called the Canvassing Board meeting to order at 3:35 p.m.

2. CITIZEN INPUT

None.

3. APPROVE AGENDA

Motion by Councilmember Specht, seconded by Councilmember Musgrove, to approve the agenda as presented.

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

4. COMMISSIONER BUSINESS

4.01: Declare the Results of the August 9, 2022 Ward 1 - Primary Election

City Clerk Schmidt reviewed the staff report and provided a summary of the Primary Election and its results.

Acting Mayor Riley asked if there were any difficulties or glitches that occurred.

City Clerk Schmidt said that there are always minor occurrences, especially in the morning when the polls opened. She added that at one of the polling places they were not able to get into the building right away and at another polling place, they were not able to get online and had to record check ins by the book. She added that overall it went well.

Councilmember Specht mentioned that he had spoken to a Ramsey resident and they had searched on Google for Ramsey Public Works and it still has their old address. He added that he submitted an update to Google and Apple Maps to get this changed to the correct address.

Councilmember Woestehoff added that the City Council can claim the address as a business location and once the communications person is on board they could assign them the task of ensuring that the location, especially polling places, are listed as business addresses.

Councilmember Musgrove asked City Clerk Schmidt about the polling place that had to record by paper. She asked if that polling place was still able to record the votes electronically or if they had to get the numbers by paper.

City Clerk Schmidt said the polling places have books of the registered voters, so they had to mark each voter off in the book and get online to pair it and print out the results of check ins periodically to ensure that everything lined up and no voters had voted at the County or within the last day. She added this was a more labor intensive process and required communication with the County.

Councilmember Musgrove asked if they were able to figure out what happened and had resolved the issue.

City Clerk Schmidt said that Anoka County did not have an explanation as to why it was not connecting. She mentioned that when she arrived back at City Hall they sent her a list of poll pads that needed to be paired up again because they did not sync after the election to ensure that everything synced after 8 p.m. She added that two out of the four of these polling pads did not have the Wi-Fi turned on, which was very odd in her opinion because the pads were in guided access and settings cannot be accessed when in guided access. She explained that she and the County know about this issue and they will be working on a resolution. She added that they were one of three polling places in Anoka County that experienced this same issue.

Councilmember Musgrove added that she hopes this will be resolved by the General Election.

City Clerk Schmidt shared that Anoka County is looking at better options than the hotspots that are currently being used.

City Administrator Hagen asked if the issue was just with the poll pads.

City Clerk Schmidt explained that it was an issue with the poll pads connecting to the Wi-Fi.

City Administrator Hagen asked for clarification that the poll pads are not the poll tabulating machines.

City Clerk Schmidt confirmed that was correct and said that the poll pads are just for checking in.

City Administrator Hagen asked if there were to be something that was not working properly during the General Election, if it would be best if it were the poll pads.

City Clerk Schmidt mentioned that all of the DS200s worked at the end of the night and everything went to the County.

Councilmember Musgrove asked if this is why there was a delay in one of the precincts versus the other.

City Clerk Schmidt explained at that precinct, if the printer box is not completely flush, it will not be able to print.

Motion by Councilmember Woestehoff, seconded by Councilmember Specht, to accept and declare the results of the August 9, 2022 Ward 1 - Primary Election.

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

5. MAYOR/COUNCIL/STAFF INPUT

None.

6. ADJOURNMENT

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

Motion carried.

The regular meeting of the Canvassing Board was adjourned at 3:43 p.m.

Respectfully submitted,

Brian Hagen
City Administrator

ATTEST:

Katie M. Schmidt
Deputy City Clerk

Drafted by Ava Rokosz, *TimeSaver Off Site Secretarial, Inc.*