

City of Ramsey
Agenda
City Council Work Session
Tuesday, January 11, 2022

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

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

1. **Call to Order**

2. **Topics for Discussion**
 1. Discuss Council Organization

 2. Discuss Community Development Staffing

 3. Discussion regarding Resolution #22-005 to Prohibit State and Federal Actors from Mandating Medical Procedures Upon Citizens Through Coercion or Force; and Providing Other Matters Related to the Subject

 4. Consider Offer to Sell Portion of Outlot A of the Elmcrest Sanctuary, Anoka County, Minnesota (this portion of the meeting may be closed to the public per MS 13D.05 Subd. 3 (3))

3. **Topics for Future Discussion**
 1. Review Future Topics/Calendar

4. **Mayor/Council/Staff Input**

5. **Adjournment***

***Note: the City Council may motion to recess this Work Session meeting and reconvene after the regular City Council meeting if items on the agenda are not completed.**

Meeting Date: 01/11/2022

Information

Title:

Discuss Council Organization

Purpose/Background:

Purpose: The purpose of this report is to determine the committees, boards, authorities or other groups to which Councilmembers will be appointed. Also to be determined are the appointments for the official newspaper, approval of the annual contract with TimeSavers Off-Site Secretarial Service (TOSS), and appointment of legal services.

Background: Each year, Councilmembers are appointed to serve on different committees, boards, authorities or other groups. Attached is a list of the committees as well as a description of what they are and when they meet. Since appointments were just made in 2021 and there are no new board members for 2022, this year Staff asked that Councilmembers review the appointments and let us know if changes are desired (rather than ranking preferences as we have in the past). At the time of this writing, the italicized names have not been discussed or reviewed by the City Council and may be changed by resolution with the final selections will be adopted by Council at their meeting later this evening.

The Chair and Vice-Chair positions for each committee will be appointed at that committee level. With regard to EDA appointments, the Code states that the appointments shall be made by the Mayor with the approval of the City Council, and the terms are for six-years or until the council term has ended. It should be noted that each board and commission have a staff liaison appointed, as well as Councilmember(s).

As a reminder, the City's Code states the following with regard to Ex-officio members. The City Council may appoint, by majority vote, a Councilmember or City staff person as ex-officio members of any board or commission privileged to speak on any matter without a vote, and the ex-officio members shall provide a liaison between the board or commission and City Council.

Attached is the resolution that is on the Agenda this evening for formal adoption. Please note: The 2021 appointments are listed as they are currently approved. *The 2022 appointments* are printed in Italics, which means they are open for discussion. If there are any changes to the appointments based on discussion this evening, those changes will be incorporated in the resolution that is on tonight's agenda, prior to execution.

The organizational resolution includes declaring the City's official newspaper. At the time of this writing, the City has received one proposal - Adams Publishing Group - the Anoka County UnionHerald. Such proposal is attached to this case. The Anoka County UnionHerald has historically served as the City's official newspaper and currently provides the most regular coverage of City. The proposal from Adams Publishing Group states the rates for 2022 will remain unchanged.

Also included for Council review and approval is the Addendum to the Recording Secretary Service Agreement between the City of Ramsey and TimeSaver Off Site Secretarial (TOSS) that extends the expiration date to December 31, 2022 (attached). The addendum shows a less than 2.5 percent increase in the rates. Approval of the contract with TOSS is part of the resolution.

Appointing legal services is another part of the Organization Resolution. The most recent agreement with the City's Attorney, Frederic Knaak of Holstad & Knaak, PLC is effective November 1, 2021 through December 2023. The monthly fee is \$4,050.00. Any time over the 10 hours included in the monthly fee is billed at a single rate of

\$150.00 per hour. The firm of Eckberg Lammers was contracted with in January 2018, for prosecution services through 2021 (4 years). The Police Department has reserved the right to extend the agreement through December 31, 2022. The 2022 rates remain unchanged from the 2021 contract. The City's policy has been to review outside professional contracts on a three to five year basis; 2022 is the fifth year.

Timeframe:

Approximately 15 minutes

Funding Source:

N/A

Responsible Party(ies):

City Administrator
Administrative Services Director

Outcome:

To receive clear direction from the Council with regard to the appointments to committees, boards, authorities and other groups, designation of the official newspaper, the addendum to the Recording Secretary Service Agreement and appointments for legal services.

Attachments

TOSS Agreement

Newspaper Request

Holstad & Knaak, PLC. Contract

Eckberg Lammers, P.C. Contract

Committee Descriptions

Draft Resolution #22-001

Form Review

Inbox	Reviewed By	Date
Colleen Lasher	Colleen Lasher	01/06/2022 02:50 PM
Kurt Ulrich	Kurt Ulrich	01/06/2022 04:06 PM
Form Started By: Katie Schmidt		Started On: 12/13/2021 01:50 PM
Final Approval Date: 01/06/2022		

TimeSaver Off Site Secretarial, Inc.

NOV 01 2021

October 29, 2021

Ms. Katie Schmidt, Administrative Assistant
City of Ramsey
7550 Sunwood Drive
Ramsey, MN 55303

Dear Katie,

Enclosed is an Addendum to the Recording Secretary Service Agreement that extends the expiration date to December 31, 2022. The unit rates reflect an increase of 50 cents per hour and 25 cents per page and a base rate increase of less than 2.5%.

We appreciate the confidence you have placed in TimeSaver to handle your meeting minute needs and look forward to continuing that relationship in 2022.

If you need further information or have questions, please feel free to contact me at 612-251-8999.

Best regards,



Carla Wirth
Owner

Enclosure: Recording Secretary Service Agreement
Return envelope

**ADDENDUM TO
RECORDING SECRETARY SERVICE AGREEMENT**

Dated: December 31, 2021

By and between TimeSaver Off Site Secretarial, Inc. and the City of Ramsey, 7550 Sunwood Drive, Ramsey, MN 55303.

1. EXTENSION OF RECORDING SECRETARIAL SERVICE AGREEMENT: The term of the existing Recording Secretary Service Agreement dated December 31, 2020 shall be extended under the same terms and conditions to December 31, 2022.
2. TOSS CHARGES: TOSS shall be paid for its services as recording secretary for each meeting with a one (1) hour minimum, the highest rate prevailing, as follows:
 - a. Base Rate: One Hundred Fifty-Four and 00/100 dollars (\$154.00) for any meeting up to one (1) hour (billable time) plus Thirty-Six and 50/100 dollars (\$36.50) for each thirty (30) minutes following the first one (1) hour; or
 - b. Unit Rate: Forty-Eight and 00/00 dollars (\$48.00) for the first hour of meeting time and Thirty-Two and 00/100 dollars (\$32.00) for every hour after the first hour plus Fourteen and 50/100 dollars (\$14.50) for each page of draft minutes for submission to the City of Ramsey for their preparation of final minutes.

At the end of the term of this Addendum or any extension of it, the parties may make a new Agreement or extend or modify the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Addendum to the Recording Secretary Service Agreement as of the day and year indicated.

January ____, 2022

CITY OF RAMSEY

By: _____
Kurtis G. Ulrich

Its: City Administrator

November 1, 2021

TIMESAVER OFF SITE SECRETARIAL, INC.

By: Carla Wirth
Carla Wirth

Its: President & CEO



December 2, 2021

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

Dear Ms. Lasher,

It is with great pleasure that we ask to serve as the official newspaper for the City of Ramsey in 2022. As we continue to implement new changes in the newspaper to improve readership, we feel it's important to provide readers with the city's public notices in addition to news stories, features and photographs of local events we cover each week.

We would like to publish your public notices in the Anoka County UnionHerald. The legal publication rate for the Anoka County UnionHerald as of January 1, 2022, will remain unchanged from the 2021 rate of 10.75 per column inch. If any documents need to be manually typeset, a \$20 flat fee will be charged per public notice. As a newspaper published in the County of Anoka, we meet the requirements to qualify as your official legal newspaper. *The deadline will be 10:00 a.m. Wednesday for Friday's publication.*

All public notices published in the Anoka County UnionHerald will be posted to abcnewspapers.com – which averages over 54,000 unique visitors per month in search of local news and information.

We have appreciated your business over the past years and hope that we can be of service to you in 2022 as a credible, locally-owned, weekly community news source. If you have any questions, please feel free to call me at 763-691-6001 or email me at publicnotice@apgecm.com. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink that reads 'Tonya Orbeck'. The signature is written in a cursive style with a large initial 'T'.

Tonya Orbeck
Legal Notice Department Manager



Office of the Minnesota Secretary of State

Legal Newspaper Status Application

Minnesota Statutes, Chapter 331A.02

Must be filed between September 1 and December 31, each year.

Filing Fee: \$25.00

Please read the instructions before completing this form.



STATE OF MINNESOTA
DEPARTMENT OF STATE
FILED

SEP 24 2021 LS

Steve Simon
Secretary of State

1. Current Name and Known Office of Issue Address of Newspaper:

Anoka County Union Herald
4101 Coon Rapids Blvd
Coon Rapids, MN 55433

2. IF CHANGED, list the new name and/or address of known office of issue:

Name of Newspaper: _____

Street Address: _____

(Must be a complete street address or rural route and rural route box number)

City: _____ State: MN Zip Code: _____

3. County of Known Office of Issue: (Required) Anoka

4. Legal Newspaper Phone Number: (Required) 763-691-6001
(Area Code) Phone Number

5. Name and daytime phone number of contact person:

Tony Orbeck 763-691-6001
Contact Name Daytime Phone Number

6. Email Address for Official Notices

Enter an email address to which the Secretary of State can forward official notices required by law and other notices:

E-Mail Address: publicnotice@apecm.com

7. This legal newspaper certifies that it has complied with all of the requirements of Minnesota Statutes, section 331A.02.

8. I, the undersigned, certify that I am signing this document as the person whose signature is required, or as agent of the person(s) whose signature would be required who has authorized me to sign this document on his/her behalf, or in both capacities. I further certify that I have completed all required fields, and that the information in this document is true and correct and in compliance with the applicable chapter of Minnesota Statutes. I understand that by signing this document I am subject to the penalties of perjury as set forth in Section 609.48 as if I had signed this document under oath.

Tony Orbeck 9/26/2021
Signature of Authorized Representative (Required) Date

CONTRACT FOR CIVIL (NON-CRIMINAL) MUNICIPAL LEGAL SERVICES

THIS AGREEMENT is made between and entered by the CITY OF RAMSEY, MINNESOTA, a Minnesota Statutory City (hereinafter, "the City") and HOLSTAD & KNAAK, PLC, a law firm organized as a professional association under the laws of the State of Minnesota (hereinafter, "the Attorney")

Upon formal appointment of the Attorney by the City Council and for the promised consideration as outlined below, the Attorney shall provide the following legal services to the City:

LEGAL SERVICES

1. Attend City Council meetings and other City Board, Authority, Commission or Committee meetings as requested by the City Council or City Administrator.
2. Draft and/or review ordinances, resolutions, and correspondence, as requested. Review City Council agendas and meeting minutes, as requested.
3. Advise the Mayor, Council Members, City Administrator, Department Heads and other City staff on City legal matters.
4. Prepare and/or review municipal contracts, such as contracts for public improvements, joint powers agreements, construction, and purchase of equipment.
5. Review of the Municipal Code on a regular basis and provide assistance in the drafting of any needed modifications or amendments.
6. Represent the City in matters related to the enforcement of City building and zoning codes in injunctive and other civil proceedings, except in instances where such representation is provided in the City's insurance contract and third-party representation is obtained. In such instances it will remain the Attorney's duty to closely monitor and cooperate as needed in such representation.
7. Research and submit legal options on municipal or other legal matters, as requested by the City Council or the City Administrator.
8. Meet with the City Council, City Administration, Department Heads and City Staff as needed to review Council and Commission Agenda items and the status of all legal matters before the City. The Attorney and City Administrator will establish any necessary schedule if and when it is determined that regular meetings will be necessary for this purpose.
9. Provide legal briefings or presentations regarding new or proposed legislation affecting the City's operation and activities.
10. Provide advice and training on open meeting law, data practice law and requirements, parliamentary procedure, record retention and privacy issues, including HIPPA.
11. Represent, as needed, the City in employment related issues, labor negotiations, arbitration, administrative hearings and in litigation involving those same issues.
12. Interpret and advise with respect to municipal employment matters including, but not limited to PERA, labor agreements, personnel policy, FMLA and Veterans Preference.

13. Defend City in litigation, except in those cases where the City's insurance company is required to provide defense, including, but not limited to: a) human rights claims; b) condemnation; c) permits and administrative actions; and d) labor and employment proceedings in which legal representation of the city is either advisable or required.
14. Represent the City in uninsured claims and other insurance matters.
15. In coordination with any separately retained Bond Counsel, review financing, special assessments, bonds and insurance requirements required by or for City Contracts or activities.
16. Represent the City in the acquisition of properties for public improvements, easements, and parks.
17. Represent the City in condemnation proceedings for public improvement projects.
18. Represent the City in workers' compensation matters.
19. Initiate litigation on behalf of the City as requested by the City Council.
20. Interpret and advise the City on questions related to zoning or land use issues, impact fees and legal uses.
21. On direction of the Administrator, prepare and/or review the following:
 - a) Conditional and Special Use Permits
 - b) Vacation of Rights of Way Applications, supporting documentation and Resolutions
 - c) Special Assessments
 - d) Planned Unit Developments
 - e) Development Agreements
 - f) Subdivision and Zoning Requests
 - g) Development Agreement Drafts
22. The foregoing, expressly enumerated services, while intended to be extensive, is not intended to be all inclusive, and services provided shall also include those additional matters that may be considered customary and usual in the provision of legal services by a City attorney under customs and laws of the State of Minnesota.

ADDITIONAL DUTIES OF ATTORNEY

1. The Attorney shall not subcontract out or assign any interest in this contract to any third party without the prior written consent of the City.
2. Frederic W. Knaak shall be the principal attorney on all matters involving the representation of the City and shall be expressly, professionally, and individually responsible for all facets of that representation.

3. The Attorney shall maintain professional liability insurance coverage at all times during its representation of the City in the amount of \$2,000,000 aggregate claims, and \$2,000,000 individual claims.

4. It is understood by the Attorney and the City that this contract shall run for two years after the appointment of the Attorney, at which time it may only be renewed upon express agreement of the City and the Attorney. Notwithstanding the intended term, it is expressly understood that the Attorney's tenure as City Attorney is at the pleasure of the City Council and that the appointment of the City Attorney may be terminated at any time with or without any cause. In the event of a termination for other-than-cause prior to the two-year term, to the extent feasible, the City shall provide 60 days notice of its intention to terminate or not renew this contract.

5. On or about December 31 of each year, for the duration of this Agreement, the City Attorney and City Administrator may mutually evaluate the usage of legal services during the prior year of this Agreement in order to evaluate usage of legal services during the prior year of the Agreement in order to evaluate usage and identify areas where modification in the parties' relationship may be mutually beneficial.

6. All data collected, created, received, maintained, or disseminated for any purposes by the activities of the Attorney because of this Agreement and the resulting Attorney-Client relations is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as amended, the Minnesota Rules implement such act now in force or as adopted, as well as federal regulations on data privacy. This paragraph does not create a duty or any obligation on the part of the Attorney to provide access to public data to the public for inspection or otherwise if the public data are available from the City.

7. Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties hereto.

OTHER

1. The City expressly reserves its right to hire independent counsel on matters it determines requires an attorney with more expertise or expertise in a particular field. In such a situation, the City shall remain responsible to the Attorney for the monthly fee provided under this agreement along with any billings not related to the matter for which special counsel was retained. The City shall only be responsible to the Attorney for extra expenses in relation to the matter for which special counsel is retained if the City names the Attorney as co-counsel in the matter or otherwise requests the Attorney's participation.
2. The effective date of this Agreement shall be November 1, 2021.

COMPENSATION AND EXPENSES

1. Payment under this contract shall be in the form of a single, monthly fee of four-thousand fifty and no/00 (\$4,050.00). That payment is intended to be for all of the foregoing services, including up to 10 hours of time billed on litigation matters, such as condemnation matters or arbitrations. This rate

does not include filing or similar fees required in representing the City in litigation matters. These incidental fees shall be paid by the City as incurred.


2. If it appears that more than ten hours of time shall be required on litigation matters, the Attorney shall notify the City in writing of that expectation. Any time over the 10 hours included in the monthly fee shall be billed at a single rate of \$150.00 per hour.


3. In the event of an unexpected or unusual cost, no expense or cost shall be billed to the City without first obtaining an authorization from the city in writing. Such an expense, as an example, might be a necessary deposition or transcript, or a very large volume of printing (in excess of 2000 pages in any given month.)


IN WITNESS WHEREOF, the CITY and the ATTORNEY have executed this Agreement and it is effective on the latest date affixed hereto.

CITY OF RAMSEY

HOLSTAD & KNAAK PLC

By: 
Mark E. Kuzma, its Mayor

By: 
Frederic W. Knaak, Esq.

By: 
Kurt Ulrich, City Administrator

Dated: 10-7-21

Dated: 10/12/21

AGREEMENT FOR CRIMINAL PROSECUTION SERVICES

This Agreement, entered into between the CITY OF RAMSEY, a Minnesota municipal corporation (City) and the law firm of ECKBERG LAMMERS P.C., (Criminal Prosecution Attorney) as of January 1, 2022, provides as follows:

ARTICLE I: BACKGROUND: FINDINGS

- 1.1 Authority. The appointment and removal of the Criminal Prosecution Attorney are made by the City Council.
- 1.2 Council Determination. At a duly called regular meeting of the City Council held on January 11, 2022, the City Council determined that the law firm of Eckberg Lammers, P.C. be engaged as Criminal Prosecution Attorney, with Joseph Van Thomme of that firm serving as chief prosecutor for the City. This agreement between the firm and the City sets forth the terms and conditions of the engagement.

ARTICLE II: TERMS AND CONDITIONS

- 2.1 Consideration. In consideration of the mutual promises and conditions contained in this Agreement the City and the Criminal Prosecution Attorney agree to the terms and conditions set forth herein.
- 2.2 Criminal Prosecution Attorney Appointment. The City appoints the firm of Eckberg, Lammers P.C. as Criminal Prosecution Attorney, with Joseph Van Thomme acting as primary chief prosecutor for the City.
- 2.3 Usual and Customary Criminal Prosecution Services. The Criminal Prosecution Attorney agrees to perform all usual and customary criminal prosecution services for the City in accordance with the terms of this Agreement, including, but not limited to the following primary responsibilities for the criminal prosecution services:

General Responsibilities:

Represent and prosecute all criminal law matters within the City's jurisdiction, included but not limited to scheduling, and attending all necessary hearings, trials, arraignments, and post-conviction hearing as required, coordinating officer and witness appearances, reviewing all criminal cases presented for purposes of prosecution, determine technical compliance with criminal code and other state statutes, writing complaints, making recommendations to the Court for alternatives to prosecution where appropriate, act as a resource to the Police Department in the development of criminal cases, and provide training sessions for Police and other City staff as needed.

Provide timely pursuit of disposition of criminal cases in advance of actual Court cases to avoid unnecessary officer court time.

Process and prosecute forfeiture cases on behalf of Police Department.

The criminal prosecution attorney is required to be knowledgeable in a variety of legal areas, including but not limited to:

- Criminal Prosecution
- Trial activity
- General municipal laws
- City Code issues
- General state and federal laws relating to prosecution matters
- General Government Data Practices
- Crime-Free Multi-Housing Program and enforcement Specific Responsibilities:

The criminal prosecution services that are required by the City and covered by a fixed retainer fee include, but are not limited to, the following areas:

1. Meetings and/or telephone conversations with and advising City Administrator and Police Chief, police officers and other authorized staff on general criminal legal matters.
2. Research and submission of legal opinions on criminal legal matters requested by City Administrator, Police Chief or other authorized staff; availability to answer staff questions by telephone.
3. Legal consultation and general support for City Administrator and Police Chief and other authorized staff on general criminal legal matters.
4. Provide a high level of customer service by responding in a prompt manner.
5. Prosecute all petty misdemeanor, misdemeanor and statutorily delegated gross misdemeanor offenses committed within the corporate limits of the City. This includes all such cases initiated by any law enforcement agency and citizen complaints including, but not limited to, traffic violations, DUI cases, theft, City Code violations and crime-free multi-housing enforcement.
6. Provide advice, consultation and training where required to the City's Police Department and to all other departments of the City in the interpretation and enforcement of statutes, ordinances and investigations of violations in connection with the prosecution of criminal cases.
7. Prepare criminal complaints where facts warrant.
8. Evaluate all cases where a plea of not guilty is entered and prosecute where warranted.
9. Prepare appropriate pre-trial notices as required.
10. Seek such additional investigation as required.
11. Negotiate and enter plea bargains where deemed advisable.
12. Represent the City at all pre-trial motions.

13. Perform all legal research and prepare briefs when required.
14. Try all jury and court cases as necessitated.
15. Review ordinances as requested.
16. Render written opinions on criminal prosecution matters when requested, including interpretation of statutes, ordinances, rules and regulations.
17. Ensure proper notification and preparation of police officers and staff for trial.
18. Assist in resolving criminal prosecution matters not resulting in litigation.
19. Assist the City and law enforcement in efficient disposition of DWI-related forfeitures arising from cases handled by the criminal prosecution-attorney.
20. Examine, evaluate and provide representation for all appeals to Appellate Courts.

As part of the firm's comprehensive flat fee prosecution services, no charges are ever imposed for phone calls. The firm encourages police officers and staff to contact any of our prosecuting attorneys. If a phone call evolves into a project or work item, that item shall be covered by the flat fee retainer agreement. The firm has found this approach is welcomed by its law enforcement clients, as it provides for unfettered legal advice without imposing financial pressure on the given department.

2.4 Compensation for Criminal Prosecution Services. For criminal prosecution services in the year 2022, the City agrees to compensate the Criminal Prosecution Attorney as follows:

	2022
Retainer Fee (annual amount)	\$72,843
Hourly Attorneys*	\$250

*The hourly rates for all attorneys will be the same and shall only apply to matters not related to or covered by this agreement. Such fees will be specifically agreed to by the City prior to any undertaking of legal services by the criminal prosecution attorney.

2.5 Compensation for Expenses. The City will compensate the Criminal Prosecution Attorney for the following actual and necessary expenses incurred by the Criminal Prosecution Attorney on behalf of the City:

The following charges are passed through by the criminal prosecuting attorney to the City at cost:

- Process Server Fees
- Court Filing Fees
- Document Recording & Closing Fees
- Court Reporter Transcription Fees

- 2.6 Billing Statements. Billings by the Criminal Prosecution Attorney to the City for services will be on a monthly basis, except as may otherwise be agreed upon by the parties. The billing statement shall be of sufficient detail to adequately inform the City concerning the services performed and the nature and extent of costs and disbursements. The statement shall also contain a summary that shows the total fees, charges and disbursements.
- 2.7 Term of Agreement. The term of this Agreement shall be for four years. The rates specified in this Agreement will remain in effect for the term of this Agreement.

For legal services in the year 2023 and beyond, the City reserves the right to extend this Agreement and to compensate the Criminal Prosecution Attorney as determined and negotiated by the City.

- 2.8 Chief Prosecutor. It is the intention of the parties and it is hereby agreed by the Criminal Prosecution Attorney, that the term "chief prosecutor" as used herein means and refers to Joseph Van Thomme who will supervise and be responsible to the City for the criminal prosecution services to be provided.
- 2.9 Entire Agreement. This Agreement, any attached exhibits and any addenda or amendments signed by the parties shall constitute the entire agreement between the City and the Criminal Prosecution Attorney, and supersedes any other written or oral agreements between the City and the Criminal Prosecution Attorney. This Agreement can only be modified in writing signed by the City and the Criminal Prosecution Attorney.
- 2.10 Termination. This Agreement may be terminated by the City at any time or by the Criminal Prosecution Attorney upon 60 days written notice.
- 2.11 Conflict of Interest. The Criminal Prosecution Attorney shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict, the Criminal Prosecution Attorney shall arrange for suitable alternative legal representation. It is the intent of the Criminal Prosecution Attorney to refrain from handling legal matters for any other person or entity that may pose a conflict of interest.
- 2.12 Agreement Not Assignable. Except as provided in Paragraph 2.11 of this Agreement relating to conflicts of interest, the rights and obligations created by this Agreement may not be assigned by either party.
- 2.13 Agreement Not Exclusive. The City retains the right to hire other legal representation for specific legal matters.
- 2.14 Independent Contractor Status. All services provided by the Criminal Prosecution Attorney pursuant to this Agreement shall be provided by the Criminal Prosecution Attorney as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

- 2.15 Work Product. All records, information, materials and other work product prepared and developed in connection with the provision of services pursuant to this Agreement shall become the property of the City.
- 2.16 Insurance and Indemnification. Criminal Prosecution Attorney agrees to maintain a valid policy of Professional Liability Insurance for the duration of this Agreement. The value of the policy shall not be less than the cap for municipal tort liability as established by Minnesota Statutes. Criminal Prosecution Attorney further agrees to defend, indemnify, and hold harmless the City, its agents and employees against all causes of actions against the City or any of its agents or employees that arise from or as a result of the Criminal Prosecution Attorney's negligent actions or advice under the terms of this Agreement.
- 2.17 Data Practices Act Compliance. Data provided to the Criminal Prosecution Attorney under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.
- 2.18 Choices of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their proper officers and representatives as of the day and year first above written.

CITY OF RAMSEY

Dated: _____

Mayor

Dated: _____

City Administrator

ECKBERG LAMMERS, P.C.

Dated: _____

Thomas J. Weidner,
Criminal Prosecution Supervisor

COMMITTEES, AUTHORITIES, BOARDS, COMMISSIONS
(Descriptions and Meeting Schedules)

One Year Appointments

Environmental Policy Board (EPB) (Appointments 1 Plus Alt) The EPB will promote environmental awareness and conservation practices by citizens by advising the City Council on policy issues, review of new development proposals, communication and education. The EPB **meets on the 3rd Monday of each month at 6:30 p.m.** in the Council Chambers at the Municipal Center. *Liaisons/Ex-Officio to Commissions*

Fire Relief Association (Appointments 3) The objective of the Fire Relief Association is to provide service pensions and ancillary benefits to members and beneficiaries of the City of Ramsey Fire Department. The Board has nine members, six General Trustees elected from membership and three Municipal Trustees, one must be an elected official, one must be an elected or appointed municipal official and the third municipal Trustee must be the fire chief. *The meeting schedule for the Fire Relief Association is TBD*

Happy Days (Appointments 1 Plus Alt) The Committee **meets monthly (with no meetings November through March)** to plan the City's annual Happy Days Festival. Meetings are normally held at the Municipal Center – meeting room to be determined. This growing community festival is a large array of family friendly activities and events during the day with live music and fireworks in the evening. The festival is mostly funded through sponsorships (excluding staff time) and coordinated with the help of several volunteers.

Highway 10 Committee (Appointments 3) This is a committee of three City Councilmembers that addresses issues of concern to Highway 10, including legislative initiatives, grant requests, and attending the Anoka County Highway 10 Working Group meetings (early morning 7:30 a.m.). **Meets four to six times per year as needed.** There is no set schedule.

Park and Recreation Commission (Appointments 1 Plus Alt) The primary objective of the Park and Recreation Commission is to monitor and reflect the attitudes and concerns of the citizens of Ramsey relative to the park system and recreation programs, and to advise the City Council of citizen attitudes and policy matters relevant to the park and recreation function in Ramsey. The Park and Rec. Commission meets on the 2nd Thursday of each month at 6:30 p.m. in the Council Chambers at the Municipal Center or at various Ramsey parks. *Liaisons/Ex-Officio to Commissions*

Planning Commission (Appointments 1 Plus Alt) The primary objective of the Planning Commission is to advise the City Council on land use concerns. In addition, the Planning Commission shall serve as the planning agency and shall have the powers and duties given such agencies by state statute. The Planning Commission meets on the 1st Thursday of each month at 7 p.m. in the Council Chambers at the Municipal Center. *Liaisons/Ex-Officio to Commissions*

Public Works Committee (Appointments 3 Plus Alt) This Committee considers and advises the City Council on matters concerning public infrastructure, including roadway improvements and maintenance operations, traffic control modification requests, storm water management, and public utility improvements and needs. The Committee **meets the 3rd Tuesday of each month at 5:30 p.m.** in the Lake Itasca Room at the Ramsey Municipal Center. *Committee of the Council*

***EDA Appointments Coincide with Council Terms (up to a six-year appointment)**

Economic Development Authority (EDA) (Appointments 2 Plus Alt) The primary objective of the EDA is to aid, assist and promote the growth and expansion of commercial, retail and industrial development in the City of Ramsey. The EDA meets the **second Thursday of each month, beginning at 7:30 a.m.**, in the Council Chambers at the Municipal Center. *Voting Member*

Two Year Appointments

Anoka County Joint Law Enforcement (JLEC) (Appointments 1 Plus Alt) (This is a 2-year appointment.)

The JLEC is an innovative governing body that was created in Anoka County to collaboratively and efficiently work on public safety issues through the entire county. The JLEC was created in 1970 and the following is an excerpt from the original agreement: “County of Anoka hereby recognizes the need to prepare to deal adequately with the current crime problems and problems of law enforcement which could intensify with continuing population growth and changes which are of a regional nature ...within the region of Anoka County.” This meeting is chaired by the County Attorney. This group is made up of elected officials from each jurisdiction, and the Chief/Sheriff of each jurisdiction. The Fire Protection Council also has a representative on the JLEC. This Board **meets quarterly – the 4th Wednesday of the month at 2:00 p.m.** The meeting locations vary. The January meeting will take place on January 22 from 2:00 to 4:00 p.m. and will be at the Anoka County Sheriff’s Office Community Room. Other locations are Anoka Police Department, Columbia Heights Police Department and Blaine Police Department. The 2020 schedule and confirmed locations will be distributed shortly – most likely disseminated at the January 22, 2020 meeting.

Anoka County Fire Protection Council (ACFPC) (Appointments 1 Plus Alt) (This is a 2-year appointment)

The ACFPC operates as an independent Joint Powers Arrangement between multiple jurisdictions in Anoka County. The purpose of the ACFPC is to join together to improve the efficiency and effectiveness of fire and emergency services to the public within the geographic service area of the member jurisdictions, to cooperatively address its member’s long term needs for fire-fighting and emergency equipment, fire records data systems and fire-fighter and EMS training. The ACFPC **meets quarterly in the months of January, April, July, and October, at approximately 7:00 p.m.** at a rotating location in one of the members’ jurisdictions.

Lower Rum River Watershed Management Organization (LRRWMO) (Appointments 1 Plus Alt) (This is a 2-year appointment.) LRRWMO is a joint powers special purpose unit of government including the cities of Ramsey, Anoka and portions of Andover. The organization seeks to protect and improve lakes, rivers, streams, groundwater, and other water resources across municipal boundaries. The LRRWMO **meets the 3rd Thursday of the month beginning at 8:00 a.m.,** at Anoka City Hall (Committee Room) 2015 South 1st Avenue, Anoka.

Youth First (Appointments 1 Plus Alt) (This is a 2-year appointment.) Youth First is a non-profit organization that provides free after school and summer programs to middle and high school age children in Andover, Anoka, Coon Rapids and Ramsey. Their mission is to actively engage youth, their families, and the community to ensure youth have the five fundamental promises they need to succeed: safe places, caring adults, effective education, a healthy start and opportunities to serve. Youth First **meets the second Thursday of every month at 7:30 a.m.** – at the Youth First Building, 6701 Highway 10 NW, Ramsey, MN. Member of Organization

Quad Cities Cable Commission (QCTV) (Appointments 1 Plus Alt) (This is a 2-year appointment.) QCTV strives to connect our communities through local cable TV programming valued by residents. The four member cities include Andover, Anoka, Champlin and Ramsey. The Committee **meets on the 3rd Thursday of each month at 11:00 a.m.** in the Council Chambers at Anoka City Hall, 2015 – 1st Avenue, Anoka as a governing board for this joint powers organization.

Councilmember

introduced the following resolution and moved for its adoption:

RESOLUTION #22-001

RESOLUTION FOR 2022 COUNCIL ORGANIZATION

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

- 1) That the City of Ramsey's official newspaper is the Anoka County UnionHerald; official newspaper of the City in which all legal notices, vacancies, advertisements, etc. will be published; and
- 2) That the City of Ramsey's Legal Services are provided as follows: a) General Legal Counsel: Holstad and Knaak, PLC; b) Prosecution Counsel: Ekberg Lammers, PC and c) Bond Counsel/TIF: Taft Stettinius & Hollister, LLP; and
- 3) That the City of Ramsey's recording secretarial service is TimeSaver Off-Site Secretary Services (TOSS); and
- 4) That the following one year terms are as follows: Acting Mayor, *Economic Development Authority, Environmental Policy Board, Happy Days Committee, Highway 10 Committee, Park and Recreation Commission, Planning Commission, Public Works Committee and Public Advisory Committee. ***EDA Council terms follow each member's full term on the City Council.**

	<u>2021 Appt.</u>	<u>2022 Appt.</u>
a) Acting Mayor	Chris Riley	<i>Chris Riley</i>
b) Economic Development Authority (term coincides with Council term)	Chris Riley Chelsee Howell Ryan Heineman (Alt)	<i>Chris Riley Chelsee Howell Ryan Heineman (Alt)</i>
c) Environmental Policy Board	Chelsee Howell Debra Musgrove (Alt)	<i>Chelsee Howell Debra Musgrove (Alt)</i>
d) Happy Days Committee	Dan Specht Ryan Heineman (Alt)	<i>Dan Specht Ryan Heineman (Alt)</i>
e) Highway 10 Committee	Mark Kuzma Chris Riley Dan Specht Kurt Ulrich	<i>Mark Kuzma Chris Riley Dan Specht Kurt Ulrich</i>
f) Park and Recreation Commission	Ryan Heineman Debra Musgrove (Alt)	<i>Ryan Heineman Debra Musgrove (Alt)</i>
g) Planning Commission	Matt Woestehoff Debra Musgrove (Alt)	<i>Matt Woestehoff Debra Musgrove (Alt)</i>
h) Public Works Committee	Debra Musgrove Chris Riley Matt Woestehoff Chelsee Howell (Alt)	<i>Debra Musgrove Chris Riley Matt Woestehoff Chelsee Howell (Alt)</i>

5) That the following two year terms are as follows: Anoka County Fire Protection Council, Anoka County Joint Law Enforcement, Anoka County Solid Waste Abatement Advisory Team, Anoka County Housing and Redevelopment Authority, Fire Relief Association, Health Authority, LOGIS Board of Directors, Lower Rum River Watershed Management Organization (LRRWMO), North Metro Mayors Association, Quad Cities Cable Communications Commission, and Youth First are as follows:

	<u>2019-2020 Appt.</u>	<u>2021-2022 Appt.</u>
a) Anoka County Fire Protection Council	Chris Riley Vacant (Alt)	Ryan Heineman Dan Specht (Alt)
b) Anoka County Joint Law Enforcement Council (JLEC)	Jeff Katers Jeff Menth Dan Specht (Alt)	Jeff Katers Chelsee Howell Dan Specht (Alt)
c) Anoka County Solid Waste Abatement Advisory Team	Chris Anderson	Chris Anderson
d) Anoka County Housing and Redevelopment Authority	Tim Gladhill Sean Sullivan	Brian Hagen Sean Sullivan
e) Fire Relief Association	Mark Kuzma Matt Kohner Diana Lund	Mark Kuzma Matt Kohner Diana Lund
f) Health Authority	Dr. James Long	Dr. James Long
g) LOGIS Board of Directors	Jason Fredrickson Calvin Kubat	Jason Fredrickson Chris Bruneau (Alt)
h) Lower Rum River Watershed Management Organization (LRRWMO)	Debra Musgrove Mark Kuzma (Alt) Bruce Westby, Staff	Debra Musgrove Chris Riley (Alt) Len Linton, Staff
i) North Metro Mayors Association: Operating Committee Management Committee	John LeTourneau Kurt Ulrich	Mark Kuzma Kurt Ulrich
j) Quad Cities Cable Communications Commission	Jeff Menth Kurt Ulrich	Matt Woestehoff Kurt Ulrich
k) Youth First	Michelle Anderson Tim Frankfurth Dan Specht Cory Gardner (Alt) Jeff Menth (Alt)	Michelle Anderson Tim Frankfurth Dan Specht Cory Gardner (Alt) Matt Woestehoff (Alt)

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of January, 2022.

Mayor

ATTEST:

City Clerk

Meeting Date: 01/11/2022

Information

Title:

Discuss Community Development Staffing

Purpose/Background:

PURPOSE

The purpose of this case is to: 1) direct Staff in how to address time-sensitive staffing matters within the Planning Division that directly impact customer service and long term efficiencies, and 2) discuss bringing on a second in-house Building Inspector (a City Employee) and discontinue or discontinue the vast majority of contracted building inspections.

Staff is seeking a consensus from the City Council for formal action at the next regular council meeting regarding a restructure within the Planning Division, as well bringing on a second in-house Building Inspector (a City Employee) and discontinue or discontinue the vast majority of contracted building inspections.

BACKGROUND

The Community Development Department is made up of three primary divisions.

1. Planning (and Zoning)
 1. Long Range Planning
 2. Development Review
 3. Code Enforcement/Neighborhood Liaison
2. Economic Development
 1. Business Retention and Expansion
 2. Business Subsidy Requests
 3. Business Licensing
3. Building Inspections
 1. Building Permits
 2. Property Maintenance Code Enforcement
 3. Septic Administration

Recent staffing changes such as the departure of long term employees (Community Development Director, Tim Gladhill and retired Community Development Assistant, JoAnn Shaw) emphasize Staff's concern over addressing this matter promptly. Therefore, the most time sensitive portion of this discussion is specific to the Planning Division. The Planning Division currently consists of the following Staff:

- Planning Manager - Division Manager (Planning Commission Staff Liaison)
- City Planner - Environmental Focus (EPB Liaison)
- Code Enforcement Officer
- Planning Technician
- Community Development Administrative Assistant (20 hours per week)
- Consulting Planner (WSB) - as needed

IMMEDIATE MATTER - Planning Division

The City is now facing additional turnover in the Planning Division and staff is seeking direction on restructuring the division in an attempt to retain and grow as much of our current talent as possible. Note, at the time of this writing, many of the specific employee/position details cannot be provided, nor can specific restructuring options be listed.

Building Inspections

Over time Staff has received feedback and information that suggest it is time to reconsider the efficiencies and long term staffing strategy related to the City's Building Inspections. For perspective, the City has experienced a steady increase to building permits issued since 2017. In 2017, 1,418 total permits were issued and in 2021 there were 2,314 total permits issued. This does not include electrical permits as those are contracted out. In addition to plan review and inspections, the building inspectors are also responsible for fielding general inquiry calls as property owners consider projects. Given the number of preliminary platted properties and commercial projects anticipated in 2022, staff predicts the workload to continue for the foreseeable future.

Staff will provide additional details during the work session regarding the increased need for succession planning and the pros and cons of continued use of the one contracted Building Inspector vs. adding a City inspector as it relates to budgetary impacts.

Summary

In order to keep this discussion at the level appropriate for public discussion, some specific details are not included in this report. However, we believe staff will be able to fill-in additional detail during the meeting as it is likely that more information will be available in the coming few days.

Timeframe:

30 minutes

Funding Source:

Total budget impacts to be determined when additional information becomes available.

Planning: The anticipated savings of approximately \$32,000 from a pending resignation will allow for other staff opportunities within the department.

Building Inspections: The maximum cost to hire an experienced building inspector (for a full year) is \$119,098. The current cost of contracted building inspections (for 12 months) is \$95,010. An additional impact of \$24,088 to fully discontinue contracted building inspections. Depending on the workload, some contracted services may still be needed. It should be noted, the City has held the same contract for a number of years. Should the contract be adjusted, the hourly rate is anticipated to nearly double and potentially require a multi-year commitment.

Responsible Party(ies):

Colleen Lasher, Administrative Services Director (Head of HR)

Brian Hagen, Deputy City Administrator/Community Development Director

Outcome:

Based on discussion.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	01/06/2022 03:22 PM
Kurt Ulrich	Kurt Ulrich	01/06/2022 04:26 PM
Form Started By: Colleen Lasher		Started On: 01/06/2022 06:23 AM
Final Approval Date: 01/06/2022		

Meeting Date: 01/11/2022

Information

Title:

Discussion regarding Resolution #22-005 to Prohibit State and Federal Actors from Mandating Medical Procedures Upon Citizens Through Coercion or Force; and Providing Other Matters Related to the Subject

Purpose/Background:

This resolution was brought forward at the December 14, 2021 regular meeting, after a brief discussion, the item was tabled to discuss at a work session.

Council Members Musgrove and Specht have requested consideration of the attached Resolution. Staff is aware of similar resolutions passed by Minnesota communities.

Council Member Woestehoff provided the attached draft of an alternative version of Resolution #22-005; renamed Resolution to Encourage But Not Mandate Vaccination Against COVID-19 for Council consideration.

Councilmember Howell has also provided an alternative version of this document for consideration at the meeting. If this document is adopted as an ordinance formatting will need to be updated and the adoption procedure for an ordinance would have to be followed - Introduce Ordinance followed by Adopt Ordinance.

Timeframe:

Up to 20 minutes.

Funding Source:

Not applicable at this time.

Responsible Party(ies):

Kurt Ulrich, City Administrator

Outcome:

Provide staff direction.

Attachments

Resolution #22-005

Res #22-005 CM Woestehoff Alternative

CM Howell Alternative

Form Review

Inbox	Reviewed By	Date
Colleen Lasher	Colleen Lasher	01/05/2022 03:51 PM
Kurt Ulrich	Kurt Ulrich	01/05/2022 04:00 PM
Kurt Ulrich	Kathy Schmitz	01/07/2022 04:32 PM

Colleen Lasher
Kurt Ulrich
Kurt Ulrich
Form Started By: Katie Schmidt
Final Approval Date: 01/07/2022

Kathy Schmitz
Kurt Ulrich
Kurt Ulrich

01/07/2022 04:32 PM
01/07/2022 04:35 PM
01/07/2022 04:35 PM
Started On: 12/17/2021 07:26 AM

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #22-005

RESOLUTION TO PROHIBIT STATE AND FEDERAL ACTORS FROM MANDATING MEDICAL PROCEDURES UPON CITIZENS THROUGH COERCION OR FORCE; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

WHEREAS, according to the Centers for Disease Control (CDC) “immunization with a safe and effective COVID-19 vaccine is a component of the United States strategy to reduce COVID-19 related illnesses, hospitalizations, and deaths and to help restore societal functioning” ; and

WHEREAS, the stated goal was to have enough COVID-19 vaccines/shots for all people in the United States who wish to be inoculated; and

WHEREAS, the Bill of Rights was necessary to prohibit state and federal actors, public and private, from infringing upon individual liberties; 1st Amendment religious freedoms; and 4th Amendment protections of privacy and bodily integrity; and the 14th Amendment to the US Constitution explicitly directs states not to “deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws” ; and

WHEREAS, the outcome of *Cruzan vs Missouri* states (b) a competent person has a liberty interest under the Due Process Clause in refusing unwanted medical treatment; and

WHEREAS, emergency use products are specifically prohibited by federal law 21 U. S. C. Section 360bbb-3e(1)(A)(ii)(III) from being mandated: “Authorization for medical products for use in emergencies ... require ...the option to accept or refuse administration of the product”; and

WHEREAS, administration of the COVID-19 Vaccine/shots according to guidelines established by the CDC’s Advisory Committee on Immunization Practices do not provide adequate protections for average Americans concerned about potential health hazards associated with the inoculations instead provide immunity to the pharmacy companies; and

WHEREAS, the doctors, nurses administering the inoculation are required by law to give informed consent and they cannot do so if they themselves are not informed of long-term studies over several years; and

WHEREAS, the City of Ramsey Council believes that the vaccination of individuals should be a personal decision and supports the rights of individuals to choose whether or not they wish to be inoculated; and

WHEREAS, the City of Ramsey will provide an equal level of service to everyone working, contracting, living and visiting the City of Ramsey, no matter what their inoculation status; and

WHEREAS, our employees that choose not to become inoculated will not suffer any discrimination in career progression nor pressure from their fellow coworkers or superiors to become inoculated.

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

1) Motion to adopt resolution #22-005 that the Ramsey City Council does hereby oppose any governmental mandate requiring a person take a vaccine/shot for Covid-19 and further state that it is their belief that it is in the best interests of our public and our State that the COVID-19 vaccine/shot should be a voluntary personal decision to be made by each individual themselves.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of January, 2022.

Mayor

ATTEST:

City Clerk

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #22-005

RESOLUTION TO ENCOURAGE BUT NOT MANDATE VACCINATION AGAINST COVID-19

WHEREAS, according to the Centers for Disease Control (CDC) “immunization with a safe and effective COVID-19 vaccine is a component of the United States strategy to reduce COVID-19 related illnesses, hospitalizations, and deaths and to help restore societal functioning” ; and

WHEREAS, the current level of hospitalizations related to, and independent of, COVID-19 has provided critical issues for our healthcare facilities who are asking for our assistance; and

WHEREAS, the City of Ramsey Council believes that the vaccination of individuals should be a personal decision and supports the rights of individuals to choose whether or not they wish to be vaccinated; and

WHEREAS, the City of Ramsey will provide an equal level of service to everyone working, living and visiting the City of Ramsey, regardless of vaccination status; and

WHEREAS, the City of Ramsey is not in favor of medical mandates without reasonable accommodations, but prefer residents take responsibility and consult healthcare professionals, rather than politicians.

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 supports and encourages residents to be vaccinated against COVID-19 based on their healthcare provider’s advice but shall not support any mandate that does not contain reasonable accommodations.

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 25th day of January, 2022.

ATTEST:

Ordinance #... Providing for the Right to Medical Freedom

WHEREAS, the Bill of Rights was necessary to prohibit state and federal actors (inclusive of regulatory agencies), public and private, from infringing upon individual liberties; and

WHEREAS, the 1st, 5th and 10th Amendments still stand, the Civil Rights Act still stands and the Americans with Disabilities Act still stands; and

WHEREAS, the City of Ramsey Council upholds the right of an individual to refuse any medical procedure, treatment, injection, vaccine or prophylactic. This right may not be questioned or interfered with by the City of Ramsey in any manner. Equality of rights under the law shall not be denied or abridged to any person because of the exercise of the right under this section; and

WHEREAS, no person as an employee of the city of Ramsey, contractor with the city of Ramsey, or resident of the city of Ramsey will be mandated, forced, coerced or pressured to take a medication, procedure, treatment, injection, vaccine or prophylactic, or medical procedure as a condition of employment or procurement of a contract with the City of Ramsey; and

WHEREAS, no person as an employee of the city of Ramsey, contractor with the city of Ramsey, or resident of the city of Ramsey will be mandated, forced, coerced or pressured to disclose their vaccination status by the City of Ramsey; and

WHEREAS, all persons reserve the right at all times, to determine what is in their own best medical interest without threat to their livelihood, discrimination, or freedom of movement; and

WHEREAS, the City of Ramsey respects the individual choices of all residents and seeks to foster a welcoming, inclusive community that does not promote discrimination or medical apartheid; and

WHEREAS, the City of Ramsey is NOT SEEKING to regulate private businesses policies within the city of Ramsey, but ENCOURAGES the community as a whole to disavow policies that promote discrimination and medical apartheid.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA that the Ramsey City Council has declared the city of Ramsey to be a “City Providing for the Right to Medical Freedom” with all rights and responsibilities of healthcare to be decided on by the individual citizen and not the federal, state, county, or city government. Furthermore, We the People of Ramsey, Minnesota through this ORDINANCE hereby declare our rights, our freedom and our liberty as guaranteed by the Constitution of the United States of America and the Constitution of the State of Minnesota.

Meeting Date: 01/11/2022

Information

Title:

Consider Offer to Sell Portion of Outlot A of the Elmcrest Sanctuary, Anoka County, Minnesota (this portion of the meeting may be closed to the public per MS 13D.05 Subd. 3 (3))

Purpose/Background:

The City has received an offer to sell real property from Blackjack Farms, LLC consisting of a portion of Outlot A of the Elmcrest Sanctuary, Anoka County, Minnesota. The purpose of this case is to have City Council consider a counteroffer. The meeting may be closed to the public per MS 13D.05 Subd. 3 (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

The City Council met at the November 23, 2021 Work Session to discuss the offer by Blackjack Farms, LLC to sell a portion of Outlot B, Elmcrest Sanctuary and to consider counteroffers. Staff was directed to obtain appraisal(s) for the land to be considered for acquisition by the City. Staff has received completed appraisals and would like to discuss counteroffer options with the City Council.

The attached Offer to Sell Property with Acceptance by Blackjack Farms, LLC has an asking price of \$129,373.20 (\$1.80/SF) for 1.65 acres (71,874 SF) of a portion of Outlot A, Elmcrest Sanctuary. Staff research has found that the legal description should be a portion of Outlot **B**, Elmcrest Sanctuary and should be amended if the acquisition moves forward. The City Engineering department has put together a Proposed Property Boundary Owner Offer Exhibit that generally depicts the land being offered for sale by Blackjack Farms, LLC (See attached).

Timeframe:

TBD

Funding Source:

TBD

Responsible Party(ies):

TBD

Outcome:

Based upon discussion.

Attachments

Statute 13D.05

Elmcrest Park North Access

Offer to Sell Property with Acceptance

Site Map of Portion of OL B, Elmcrest Sanctuary

Form Review

Inbox

Brian Hagen

Kurt Ulrich

Form Started By: Sean Sullivan

Final Approval Date: 01/06/2022

Reviewed By

Brian Hagen

Kurt Ulrich

Date

01/05/2022 04:37 PM

01/06/2022 10:20 AM

Started On: 01/05/2022 01:55 PM

13D.05 MEETINGS HAVING DATA CLASSIFIED AS NOT PUBLIC.

Subdivision 1. **General principles.** (a) Except as provided in this chapter, meetings may not be closed to discuss data that are not public data.

(b) Data that are not public data may be discussed at a meeting subject to this chapter without liability or penalty, if the disclosure relates to a matter within the scope of the public body's authority and is reasonably necessary to conduct the business or agenda item before the public body.

(c) Data discussed at an open meeting retain the data's original classification; however, a record of the meeting, regardless of form, shall be public.

(d) All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the public body. Unless otherwise provided by law, the recordings must be preserved for at least three years after the date of the meeting.

Subd. 2. **When meeting must be closed.** (a) Any portion of a meeting must be closed if expressly required by other law or if the following types of data are discussed:

(1) data that would identify alleged victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults;

(2) active investigative data as defined in section 13.82, subdivision 7, or internal affairs data relating to allegations of law enforcement personnel misconduct collected or created by a state agency, statewide system, or political subdivision;

(3) educational data, health data, medical data, welfare data, or mental health data that are not public data under section 13.32, 13.3805, subdivision 1, 13.384, or 13.46, subdivision 2 or 7; or

(4) an individual's medical records governed by sections 144.291 to 144.298.

(b) A public body shall close one or more meetings for preliminary consideration of allegations or charges against an individual subject to its authority. If the members conclude that discipline of any nature may be warranted as a result of those specific charges or allegations, further meetings or hearings relating to those specific charges or allegations held after that conclusion is reached must be open. A meeting must also be open at the request of the individual who is the subject of the meeting.

Subd. 3. **What meetings may be closed.** (a) A public body may close a meeting to evaluate the performance of an individual who is subject to its authority. The public body shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the public body shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting.

(b) Meetings may be closed if the closure is expressly authorized by statute or permitted by the attorney-client privilege.

(c) A public body may close a meeting:

(1) to determine the asking price for real or personal property to be sold by the government entity;

(2) to review confidential or protected nonpublic appraisal data under section 13.44, subdivision 3; and

(3) to develop or consider offers or counteroffers for the purchase or sale of real or personal property.

Before holding a closed meeting under this paragraph, the public body must identify on the record the particular real or personal property that is the subject of the closed meeting. The proceedings of a meeting closed under this paragraph must be tape recorded at the expense of the public body. The recording must be preserved for eight years after the date of the meeting and made available to the public after all real or personal property discussed at the meeting has been purchased or sold or the governing body has abandoned the purchase or sale. The real or personal property that is the subject of the closed meeting must be specifically identified on the tape. A list of members and all other persons present at the closed meeting must be made available to the public after the closed meeting. If an action is brought claiming that public business other than discussions allowed under this paragraph was transacted at a closed meeting held under this paragraph during the time when the tape is not available to the public, section 13D.03, subdivision 3, applies.

An agreement reached that is based on an offer considered at a closed meeting is contingent on approval of the public body at an open meeting. The actual purchase or sale must be approved at an open meeting after the notice period required by statute or the governing body's internal procedures, and the purchase price or sale price is public data.

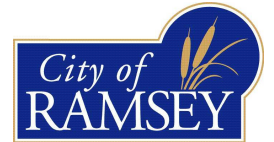
(d) Meetings may be closed to receive security briefings and reports, to discuss issues related to security systems, to discuss emergency response procedures and to discuss security deficiencies in or recommendations regarding public services, infrastructure and facilities, if disclosure of the information discussed would pose a danger to public safety or compromise security procedures or responses. Financial issues related to security matters must be discussed and all related financial decisions must be made at an open meeting. Before closing a meeting under this paragraph, the public body, in describing the subject to be discussed, must refer to the facilities, systems, procedures, services, or infrastructures to be considered during the closed meeting. A closed meeting must be tape recorded at the expense of the governing body, and the recording must be preserved for at least four years.

History: 1957 c 773 s 1; 1967 c 462 s 1; 1973 c 123 art 5 s 7; 1973 c 654 s 15; 1973 c 680 s 1,3; 1975 c 271 s 6; 1981 c 174 s 1; 1983 c 137 s 1; 1983 c 274 s 18; 1984 c 462 s 27; 1987 c 313 s 1; 1990 c 550 s 2,3; 1991 c 292 art 8 s 12; 1991 c 319 s 22; 1994 c 618 art 1 s 39; 1997 c 154 s 2; 1999 c 227 s 22; 2002 c 379 art 1 s 5; 2004 c 276 s 1; 2004 c 290 s 18; 2007 c 110 s 2; 2007 c 147 art 10 s 15; 2008 c 335 s 1; 2010 c 365 art 1 s 8

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

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OFFER TO SELL PROPERTY WITH ACCEPTANCE

A G R E E M E N T made this 10th day of November 2021, between Blackjack Farms, LLC., Seller(s) and City of Ramsey, Purchaser(s).

Seller agrees to sell, and Purchaser agrees to purchase the following described real property, located in Anoka County, State of Minnesota, the legal description being:

1.65 Acres or 71,874 square foot of Outlot A of the Elmcrest Sanctuary, Anoka County, Minnesota

Abstract Property

The new boundary shall be the west side of the current access road with set-back of no more than 2 feet to allow Seller to erect a fence for his adjoining property. Seller shall be granted a 20-foot easement on the east side of the fence, for access to his property.

- 1) The purchase price is \$1.80 per Squar Foot or \$129,373.20 to be paid as follows:
 - A) A non-refundable deposit if Purchaser defaults, to be paid to Michael James Sykes at the time of acceptance of this contract in the amount of \$10,000.
 - B) The balance as follows: \$119,373.20 on the day of closing.
 - C) Buyer to pay all closing costs.
- 2) Property taxes shall be pro-rated to the day of closing.
- 3) Seller is selling property AS IS and makes no representation as to the condition of the property or warrants any defects in the property.
- 4) Seller agrees to convey the new title provided, after subdivision of property as described above, by Purchaser, free of encumbrances. This deed shall be delivered, and the closing will be held on or before December 31, 2021.
- 5) Subdivision of property is the sole responsibility of the Purchaser.
- 6) It is expressly agreed that upon any default or failure on the part of the Purchaser to comply with the terms and conditions of this contract, that Seller agrees to accept the deposit as full liquidated damages. Upon default by the Seller to perform under this agreement, all deposits shall be returned to Purchaser on demand.
- 7) The terms and conditions of this contract are to apply to and bind the heirs, administrators, successors, executors and assigns of the respective parties.
- 8) Additional terms and conditions: Purchaser agree to allow Seller to construct a fence no

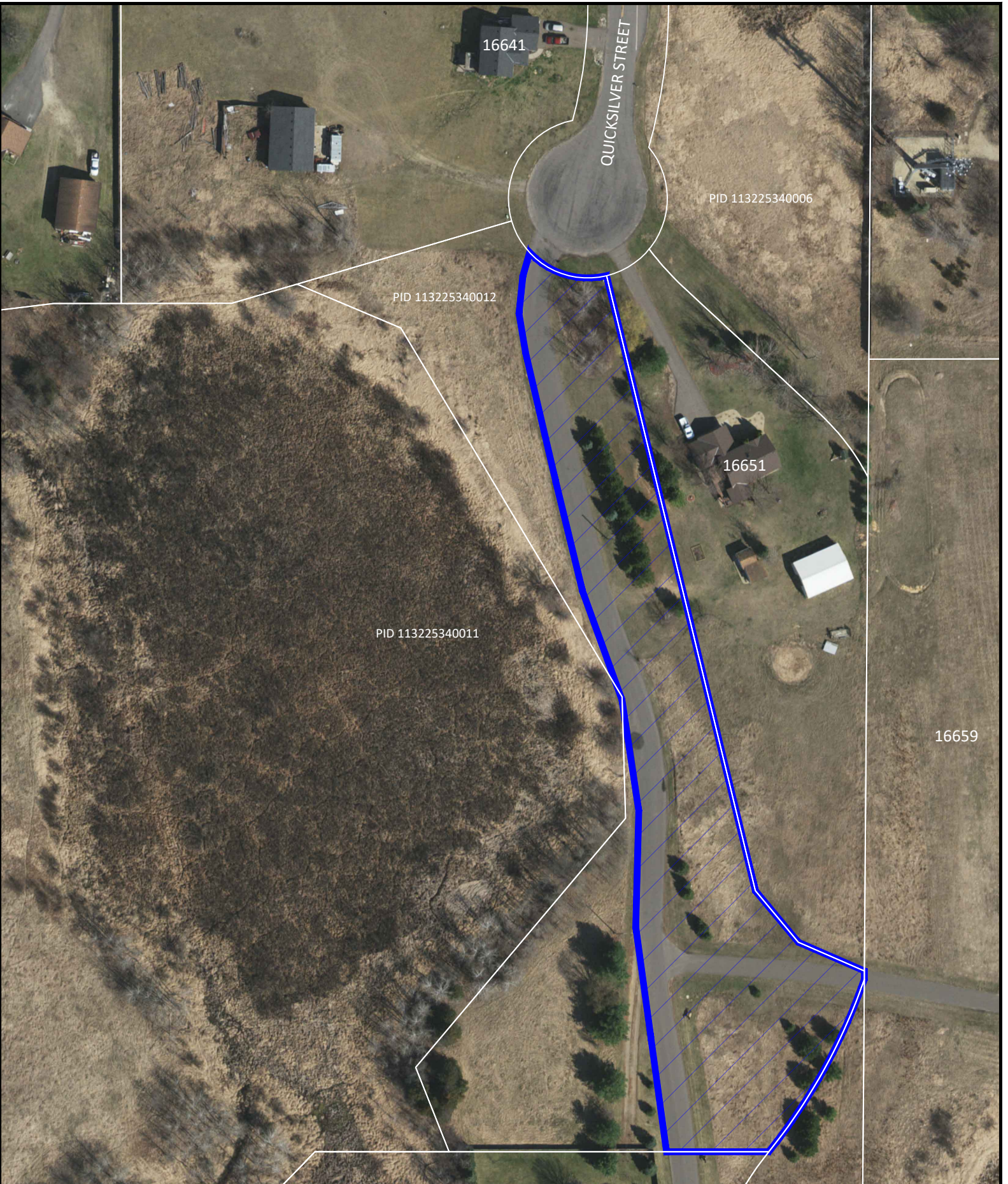
more than 2 feet off existing road and shall grant Seller a 20-foot easement on said road for access to his property.

9) This document represents an offer to sell by Seller and an agreement to buy from Purchaser. Once accepted, purchaser agrees to provide a seller a complete purchase order memorializing all terms and conditions of this agreement reflecting the subdivision of Outlot A to meet the Seller's requirements of the new boundaries and easement granted to Seller.

The undersigned Seller(s) have read, fully understand and verify the above information as being correct and hereby offer to sell said property to the Purchaser on the terms and conditions as stated.

SELLER(S)

PURCHASERS



QUICKSILVER STREET

16641

PID 113225340006

PID 113225340012

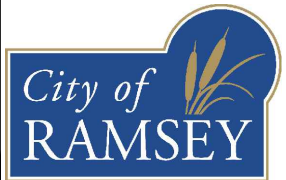
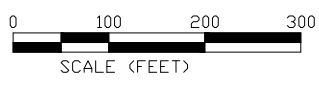
16651

PID 113225340011

16659

PROPOSED PROPERTY BOUNDARY
OWNER OFFER (2-FOOT WEST OF EXISTING ROAD)
1.600 ACRE +/- 0.035 ACRE
(69,696 SF +/- 1,506 SF)

11/22/2021



CC Work Session

3.1.

Meeting Date: 01/11/2022

By: Katie Schmidt, Administrative Services

Information

Title:

Review Future Topics/Calendar

Purpose/Background:

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

Recommendation:

N/A

Outcome/Action:

For Council review - no formal action necessary.

Attachments

Future Topics List

Form Review

Inbox

Colleen Lasher

Kurt Ulrich

Form Started By: Katie Schmidt

Final Approval Date: 01/06/2022

Reviewed By

Colleen Lasher

Kurt Ulrich

Date

01/06/2022 05:29 AM

01/06/2022 10:10 AM

Started On: 12/13/2021 12:59 PM

	<u>Tentative City Council Future Work Session Topics</u>	
Proposed Date	Topic	Minutes (Estimate)
2022		
Jan. 2022	Update on Anoka County CSAH 5/Nowthen Blvd. Corridor Study-Westby	30
Jan. 25, 2022	Consider Veterans' Housing Project - Ulrich	20
Jan. 25, 2022	Review Legislative Platform with Local Legislators - Ulrich	30
Jan. 25, 2022	LIADC Flagpole Project - Ulrich	15
Feb 2022	Discussion Regarding Ward Redistricting - Lasher	10
Jan/Feb 2022	Review Process to Redesign Website / Communications Update - Fredrickson & Thorstad	30
Feb 2022	Discuss Anoka Ice Arena - Ulrich	20
Feb. 2022	Review Draft Stormwater Pond Maintenance Policy - Westby/Riemer	30
Feb. 2022	Discuss Intern Wages - Lasher	10
Feb. 2022	Draft Trail Maintenance Policy - Westby/Riemer	30
Feb. 2022	Review Charter Commission Recommendations on Election Section - Lasher	
Feb 2022	Discuss Remote Meetings Policy - Lasher	15
TBD	Conclude Discussions Regarding Updating the Employee Telecommuting Policy Lasher	20
TBD	Review procedure/policy/best practice for introduction of resolutions/proclamations - Ulrich	20
TBD	Discuss the General Topic of Holding Joint Meeting(s) with the Council and Commissions & Other Cities. Based on discussion, future work sessions - TBD.	20
TBD	Discuss Historic Town Hall - Ulrich	30
TBD	City Branding Presentation - Ulrich	40
TBD	Park System Plan - Riemer/Riverblood	60