

City of Ramsey
Agenda
Revised
Regular City Council
Tuesday, January 10, 2023
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**
 1. Swearing-In Ceremony for Councilmember At-Large Chris Riley, Ward 1 Councilmember Michael Olson and Ward 3 Councilmember Dan Specht.

3. **Citizen Input**

4. **Approve Agenda**

5. **Consent Agenda**
 1. Approve the Following Meeting Minutes:
 1. City Council Work Session dated 12/13/2022
 2. City Council Regular Session dated 12/13/2022

 2. Approve Amending City Council Meeting Schedule for 2023

 3. ~~Approve Business Licenses~~ - **Please Note: this case was pulled from the Consent Agenda to be considered as case 7.0 on the Regular Agenda - to be heard before the Public Hearings.**

 4. Approve Rental Licenses

 5. Adopt Resolution #23-021 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of December 8, 2022 through December 27, 2022.

6. Adopt Resolution #23-022 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of December 28, 2022 through January 4, 2023.
7. Adopt Resolution #23-013 Designating Financial Institutions as Official Depositories; Adopt Resolution #23-014 Authorizing Signatures for Financial Transactions and Adopt Resolution #23-015 Designating Bank of the West as the Official Financial Institution for the City of Ramsey Banking Services for the Year of 2023.
8. Adopt Resolution #23-016 Approving the City of Ramsey's 2024 Budget Calendar
9. Adopt Resolution #23-001 Approving the 2023 Council Organization
10. Adopt Resolutions #23-004 and #23-005 Approving the Final Plat and Development Agreement for Rivenwick Village 4th Addition (Project No. 22-109); Case of LGI Homes
11. Adopt Resolution #23-006 Approving the Final Plat and Development Agreement for Lywnood Second Addition (Project No. 22-141); Case of U.S. Home, LLC dba Lennar
12. Adopt Resolution #23-007 Approving MnDOT Delegated Contracting Process Agreement #1052058
13. Adopt Resolution #23-008 Authorizing Partial Payment No. 1 to A & B Construction Ltd for Improvement Project #22-10, Public Works Salt Shed.
14. Adopt Resolution #23-009 Authorizing Final Payment to North Valley, Inc. for Improvement Project 22-06, Woodpond Hills 2nd, - 5th Street Reconstructions.
15. Adopt Resolution #23-010 Authorizing Final Payment to North Valley, Inc., for Improvement Project #22-04, 2022 Neighborhood Pavement Overlay Improvement.
16. Adopt Resolution #23-017 Approving Proposal from Bolton and Menk, Inc. to Prepare Plans and Specifications for Improvement Project #23-11, Trott Brook Crossing Sanitary Sewer Lift Station
17. Adopt Resolution #23-018 Approving Purchase Agreement and Sale of Multiple RALF Parcels for Ramsey Gateway Project
18. Adopt Resolution #23-019 Approving Restrictive Covenants for Multiple RALF Parcels for Ramsey Gateway Project
19. Adopt Resolution #23-020 Approving a Right-of-way Permit for an Ice Rink North of 157th Avenue NW on Krypton Street NW
20. Summary of Conclusions Regarding the City Administrator's Six-month Performance Evaluation

6. Public Hearing

1. PUBLIC HEARING: Consider an Interim Use Permit and Home Occupation Permit for Sewer Works at 17725 Nowthen Blvd. NW
2. PUBLIC HEARING - Review recommendation from the Charter Commission to amend the charter by Ordinance #22-29 under M.S 410.12, subdivision 7

7. Council Business

0. Approve Business Licenses - **Please Note: this case was pulled from the Consent Agenda 5.3 to be considered as case 7.0 on the Regular Agenda - to be heard before the Public Hearings.**
1. Receive Plan Review Updates for Improvement Project #21-09, Centralized Water Treatment Plant
2. Adopt Ordinance #23-01 Amending City Code Section 26 Article XIX - Mobile Food Units
3. Approval of Verizon Cell Tower Term Sheet

8. Mayor/Council/Staff Input

9. Adjournment

CC Regular Session

2. 1.

Meeting Date: 01/10/2023

Information

Title:

Swearing-In Ceremony for Councilmember At-Large Chris Riley, Ward 1 Councilmember Michael Olson and Ward 3 Councilmember Dan Specht.

Purpose/Background:

Background: In the November 8, 2022 Election the following Councilmembers were elected to 4-year terms: Councilmember At-Large Chris Riley, Councilmember Ward 1 Michael Olson and Councilmember Ward 3 Dan Specht. The aforementioned Councilmembers were officially sworn-in previously in order to allow them to perform their official duties; however, the ceremonial swearing-in will be conducted this evening.

Attachments

No file(s) attached.

Form Review

Inbox

Brian Hagen

Form Started By: Colleen Lasher

Final Approval Date: 12/07/2022

Reviewed By

Brian Hagen

Date

12/07/2022 06:37 PM

Started On: 12/07/2022 10:50 AM

CC Regular Session

5. 1.

Meeting Date: 01/10/2023

By: Katie Schmidt, Administrative Services

Information

Title

Approve the Following Meeting Minutes:

- 1. City Council Work Session dated 12/13/2022
- 2. City Council Regular Session dated 12/13/2022

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 12/13/2022
- 2. City Council Regular Session dated 12/13/2022

Attachments

12-13-22 CCWS

12-13-22 Mtg

Form Review

Inbox

Brian Hagen

Form Started By: Katie Schmidt

Final Approval Date: 01/04/2023

Reviewed By

Brian Hagen

Date

01/04/2023 05:09 PM

Started On: 12/27/2022 11:08 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, December 13, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

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

Also Present: City Administrator Brian Hagen
City Engineer/Interim Public Works Director Bruce Westby
Finance Director Diana Lund
Police Chief Jeff Katers
Interim Parks and Assistant Public Works Director Mark Riverblood
Administrative Services Director Colleen Lasher
Community Development Director Stephanie Hanson
Planning Manager Todd Larson
Economic Development Manager Sean Sullivan
IT Manager Jason Frederickson
City Attorney Fritz Knaak

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 Community Service Officer Staffing

Administrative Services Director Lasher reviewed the staff report and gave an update on the current Community Service Officer (CSO) staffing situation. She shared Staff's recommendation of having one full-time CSO and one part-time, as opposed to three part-time officers. She stated the financial impact would be \$953.

Mayor Kuzma asked how this affects insurance coverage for full-time employees versus part-time.

Administrative Services Director Lasher shared that as a full-time employee, the individual would be eligible for health and life insurance, which is accounted for in the \$953 increase.

Councilmember Woestehoff asked Police Chief Katers if there is a desire for the current CSO to become a sworn in officer.

Police Chief Katers shared that is a potential as they always look to hire internally. He stated they are asking for this change due to the hiring challenges they have faced. He shared that the current CSO has helped alleviate calls from the police officers.

Councilmember Woestehoff asked about the current schedules of CSOs.

Police Chief Katers stated that with this change the schedule would be more consistent as the part-time CSOs are students and their work schedule works around their school schedule.

Councilmember Musgrove asked if the full-time position counts towards the metric of the number of police officers per the number of residents.

Police Chief Katers stated that CSOs are not considered part of a licensed position so they do not count in the metric.

Councilmember Musgrove asked if the part-time position being discussed is for 2023 or 2024.

Administrative Services Director Lasher stated it would be for hiring in January or February of 2023.

There was a consensus of the Council to eliminate one part-time Community Service Officer position and increase Ms. Katie McNally from 25 hours per week to 40 hours per week.

2.02: The Waterfront - Status of Community Building/Splash Pad Planning and COR Study Update

Interim Parks and Assistant Public Works Director Riverblood reviewed the staff report and gave an update on the proposed community building and splash pad. He shared that the COR public infrastructure analysis will be completed in the coming weeks. He introduced Greg Houck, the architect on the project.

Mr. Houck continued the discussion of the project by reviewing the site plan and sharing his architectural credentials.

Mayor Kuzma asked about parking.

Interim Parks and Assistant Public Works Director Riverblood shared that they will be working through the numbers with the square footage but think that most of it will be on-street parking and possibly more adjacent to the park.

Councilmember Specht asked about the capacity of the splash pad.

Interim Parks and Assistant Public Works Director Riverblood stated the purpose of the presentation is to make sure that the Council opinion is that they are heading in the right direction and other details will be worked out later. He stated that they will want to make sure it can accommodate busy summer days.

Councilmember Musgrove asked about seeing a rendering of using the green space behind the splash pad as extra splash pad space. She asked if there was another location for the yoga room that was not so close to the restaurant.

Mr. Houck stated that this project is still in the very beginnings so anything can be changed.

Interim Parks and Assistant Public Works Director Riverblood explained that the landscape elements behind the splash pad will provide shade and line of sight to the splash pad for parents or grandparents.

Councilmember Woestehoff shared that this is a great investment for the residents and economic development. He shared he had concerns of the splash pad not being large enough and asked for more information concerning the lake.

Interim Parks and Assistant Public Works Director Riverblood explained they will have to see what the grading analysis looks like. He stated they could make the front edge of the lake smaller to allow room for the splash pad. He pointed out the intention of the boardwalk and marina area. He shared that the lake would be clean water.

Councilmember Heineman echoed Councilmember Woestehoff's point that this will benefit the EDA as this is a huge draw for businesses.

Councilmember Riley shared he thinks the project is on track.

Councilmember Specht asked if the City would own the space and rent it out to a restaurant.

Interim Parks and Assistant Public Works Director Riverblood said yes, the intention is to have the restaurant rent. He added that he toured the Minneapolis Park Board's restaurants and they are all very successful and bring in lots of revenue. He noted that Mr. Houck said this is a quality project that would attract those kinds of restaurants.

Mr. Houck explained how this would be a win-win situation for the restaurant and the City.

Councilmember Specht asked if the intention is to bond for this project.

Interim Parks and Assistant Public Works Director Riverblood said this will be discussed later but there are different funding sources.

Councilmember Musgrove asked when TIF District 14 and District 2 expire.

Mr. Houck shared that for TIF 14, expenditures need to be made prior to November of 2023 and TIF 2 is decertified, essentially meaning that it is cash that was created by a previous TIF District that can be spent City wide.

There was a consensus of the Council.

2.03: 2023 Legislative Priorities

City Administrator Hagen reviewed the 2022 legislative outcomes and discussed 2023 legislative goals.

Mayor Kuzma asked if this could be extended.

Economic Development Manager Sullivan explained that there is typically a five-year role for a TIF district and the City was granted a five year extension. He said it is worth asking for an additional extension.

Councilmember Musgrove asked Economic Development Manager Sullivan if he would recommend asking for three or five additional years.

Economic Development Manager Sullivan said he would ask for an additional three in the hopes that they are at least granted one. He thinks there will be some opportunity to spend TIF reimbursable projects related to the park. He shared that the wetland situation has slowed the project down.

Councilmember Musgrove recommended adding the three year ask.

Mayor Kuzma asked if they could argue that COVID slowed down the process.

Economic Development Manager Sullivan said they could use COVID as an argument as there have been many hurdles facing the project over the years.

Councilmember Musgrove stated that she would like to ask for the Met Council to have local representatives on it.

Councilmember Riley said if there is a coalition he would definitely take part.

Councilmember Woestehoff stated that currently elected officials cannot be elected to the Met Council; however, any of them can be a part of their advisory commissions. He imagines there would be the push back from the Met Council. He stated the best pitch for the projects are more aligned with infrastructure. He thinks they should ask for up to \$20,000,000 for the water treatment plant.

Mayor Kuzma stated he would lobby for \$20,000,000 for the water treatment plant.

Councilmember Musgrove asked if there are a lot of other cities in the same situation where they are needing to build water treatment plants. She also asked if they would be more successful by asking for a moderate amount.

Mayor Kuzma said they should ask for all that they need.

City Administrator Hagen stated he can look into what the league is putting together as far as Met Council representation. In regard to the bonding ask, the estimated excess budget is at \$18,000,000,000 and he hopes that there is a lot more funding available.

Councilmember Howell concurred with Councilmember Woestehoff that the likelihood of representation on the Met Council is slim.

Councilmember Woestehoff acknowledged that other cities also have needs for water treatment plants. He thinks the advantage is that they got their bill on the table last year and they have advocates.

Councilmember Musgrove stated she is in support of the \$20,000,000 ask.

City Administrator Hagen stated this can be discussed more at the next meeting, if they ask for \$20,000,000 if the State can come back with a counter offer that the City would appreciate.

Councilmember Heineman asked about the closed landfill legislation that allows the landfill to be put back on the tax rolls. He asked what that would look like and what other cities have done it.

City Administrator Hagen stated this was on last year's legislative priorities list. He said that good progress has been made on this. With the City's landfill, funding has been approved to pay off debt on the landfill. He stated they have gone through this process before with the land to the south. He added that Connexus Energy is on board with a solar farm project.

Economic Development Manager Sullivan stated that they met with MPCA and they expressed the statutory problem of selling land for this purpose. He explained how they were able to do this in the past in a way to maneuver the State statutes. He stated the City asked them to consult with their attorneys, who looked at it and they do not agree that this is okay or how it was done in the past. They were charged with doing more research. He shared that there is the potential to do something legislatively to enable the transaction. He said this could be added to the list of legislative considerations. He thinks bringing this land online for industrial purposes has proven to be a good partnership with MPCA.

Councilmember Heineman thinks this is a great idea.

Economic Development Manager Sullivan added that the tricky part is that there will be a third party that works on the Connexus project which is a lease situation not a purchase situation.

Councilmember Musgrove stated she understands the request for the release of the land development was not for the landfill itself but for the land around it. She asked if the Connexus project would go onto the land that they are asking to be released.

City Administrator Hagen said that Connexus is looking at the flat ground below the landfill and the City would be seeking land outside of what Connexus is needing.

Councilmember Musgrove asked if this is land that the City or the State owns. She stated she is not in favor of having a solar panel area here and she would rather see other development.

City Administrator Hagen stated that there would be local approvals that would be required. He added that Connexus started these discussions last legislative session, unbeknownst to the City. He said they would still need approval from the City and things will start to come forward soon. He asked Council if they wanted to have a discussion to give feedback to Connexus.

Mayor Kuzma shared that he does not have a problem with the solar panel farm.

Councilmember Howell stated she thinks it would be aesthetic pollution and asked what the suggested alternative uses would be for the property.

Economic Development Manager Sullivan reiterated that the idea of having a solar farm on landfills is either a State driven or MPCA driven initiative and this is something that they would like to happen on a lot of their sites. He said this was heavily discussed at the meeting with the MPCA.

Councilmember Riley said that they all agree that they would like to get the EDA land from the landfill. He suggested keeping this the way that it is and suggested a discussion at another time concerning the solar panels.

Councilmember Specht agreed and shared he would not be a big fan of the solar panels.

City Administrator Hagen called attention to the Northstar Commuter Rail. He stated that the riders and number of trips are down since COVID. He said there is an advisor group working with the Met Council in regard to the future of the rail and the options are that it remains as a train or goes to a bus route. He and Staff want to start discussing this and getting feedback for the State. He stated that Anoka County wants to see the cost formula. He stated that Ramsey has a very successful station along the railway.

Councilmember Musgrove stated it would be nice to have some of the metric so they can frame their thought process around the numbers. She knows that they are asking for medical metro mobility which is bussing and how this could work into that. She shared that she knows that the County has some of the metrics.

Councilmember Riley asked what they are asking for here.

Councilmember Woestehoff stated the train has an immense value for the people who ride it despite the last few years being hard. He thinks they do not have a lot of jurisdiction on this topic. He would like to understand the ask.

Economic Development Manager Sullivan added that they have been a part of the Northstar corridor coalition. He stated that the legislatures wanted to understand how the rail is doing in terms of metrics. He stated there will be a meeting tomorrow where findings will be presented. He shared that the City provided data for the reports in regard to the development around the stations. He thinks that once this data is finalized it should be shared with the Council to see what the metrics are. He stated they are looking at all of the alternatives. He said if it gets to the point where there are forces suggesting to shut the station down, this is where the City can take a position.

City Administrator Hagen reviewed the other 2023 legislative items, including the Anoka County Joint Law Enforcement Council's renewal of legislation and efficiency of State divisions.

Councilmember Musgrove shared that she agreed with the discussion of the efficiency of State divisions and asked if they are facing similar staffing challenges.

City Administrator Hagen stated that this has gotten worse over the years and now due to the staffing levels. He said that other approvals could occur like hiring other third party companies that are able to have delegations.

Councilmember Woestehoff asked if this was a statutory matter or just a departmental policy matter. He thinks there should be particular asks to the State.

City Administrator Hagen said that is a good idea to bring forward particular issues that have been identified and bring forward solutions to not only benefit Ramsey, but other cities as well. He discussed the homestead exclusion with the increase in property values. He suggested asking for this exclusion to go up.

Councilmember Riley asked if the league was also doing this.

City Administrator Hagen said he can check.

Councilmember Riley asked Councilmember Musgrove if it is still important to have the hospital moratorium on the legislation.

Councilmember Musgrove said yes.

There was a consensus of the Council.

2.04: Discussion Regarding the Annual Performance Review of the City Administrator, an Individual Who is Subject to the City Council's Authority-May be Closed to the Public

Administrative Services Director Lasher began the discussion of City Administrator Hagen’s 6-month performance review.

Motion by Councilmember Woestehoff, seconded by Councilmember Musgrove, to move to Closed Session for the performance review at 6:42 p.m.

A roll call vote was performed:

Councilmember Musgrove	aye
Councilmember Specht	aye
Councilmember Riley	aye
Councilmember Howell	aye
Councilmember Woestehoff	aye
Councilmember Heineman	aye
Mayor Kuzma	aye

Motion carried.

The meeting reconvened to Open Session at 6:55 p.m.

Administrative Services Director Lasher shared that City Administrator Hagen has completed his performance evaluation and a summary of the findings will be presented at the next City Council meeting in an open meeting.

3. TOPICS FOR FUTURE DISCUSSION

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 6:59 p.m.

Respectfully submitted,

Brian S. Hagen
City Administrator

ATTEST:

Katie M. Schmidt
City Clerk

Drafted by Ava Rokosz
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a Closed Session on Tuesday, December 13, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Mark Kuzma
Councilmember Ryan Heineman
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

1. CALL TO ORDER

Mayor Kuzma called the Closed Session of the City Council to order at 6:42 p.m.

2. COUNCIL BUSINESS

2.01: Discussion Regarding the Annual Performance Review of the City Administrator, an Individual Who is Subject to the City Council's Authority (Closed to the Public)

Administrative Services Director Lasher began the discussion of City Administrator Hagen's 6-month performance review.

The City Council discussed the matter and provided staff with direction.

3. ADJOURNMENT

The Closed Session was adjourned at 6:55 p.m.

Respectfully submitted,

Brian S. Hagen
City Administrator

ATTEST:

Katie M. Schmidt
City Clerk

Drafted by Ava Rokosz
TimeSaver Off Site Secretarial, Inc.

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 7.04: Adopt Resolution #22-285 Ordering Plans and Specifications for Improvement Project #23-02, Central Park Main Parking Lot Reconstruction 15

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

The Ramsey City Council conducted a regular meeting on Tuesday, December 13, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

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

Members Absent: None

Also Present: City Administrator Brian Hagen
City Engineer/Interim Public Works Director Bruce Westby
Finance Director Diana Lund
Police Chief Jeff Katers
Interim Parks and Assistant Public Works Director Mark Riverblood
Administrative Services Director Colleen Lasher
Planning Manager Todd Larson
Economic Development Manager Sean Sullivan
City Attorney Fritz Knaak
Assistant City Engineer Joe Feriancek

1. CALL TO ORDER

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

2. PRESENTATION

2.01: Oath of Office - Patrol Officer / Sergeant Promotions

Police Chief Katers introduced and gave a brief background on Patrol Officer Nolan Goebel.

Mayor Kuzma issued the Oath of Office to Patrol Officer Goebel.

There was applause by all those in attendance.

Police Chief Katers recognized Nick Dahlberg and James Bagne for being promoted to Sergeants.

There was applause by all those in attendance.

Police Chief Katers thanked the rest of the Police Department family for being in attendance this evening.

2.02: Recognize Councilmember Ryan Heineman for his Service to the City of Ramsey

Mayor Kuzma recognized Councilmember Heineman as his term on the City Council ends.

City Administrator Hagen gave a brief background of Councilmember Heineman highlighting the roles and offices that he held through the years.

Mayor Kuzma expressed his appreciation for Councilmember Heineman's service and all he has done for the City of Ramsey.

There was applause by all those in attendance.

3. CITIZEN INPUT

Jim Gutzwiller, 16651 Quicksilver Street NW, came forward looking for updates on the north entrance to Elmcrest Park.

City Administrator Hagen gave an update on the project and stated it did not move as quickly as hoped. He shared that they are drafting some final documents for review. He added that the survey work has been received and reviewed. He said the next steps are to finalize the documents and schedule the closing, he hoped this would be done by the end of the year.

Mr. Gutzwiller asked if there was a reason that nothing had been moved.

City Administrator Hagen stated that the transaction has not happened.

Mr. Gutzwiller shared that a Councilmember was at their property one day and a load of wood to be burned was delivered. He said there are fires going nonstop, up to 90-foot flames. He added that a pick-up dropped a propane tank and eight sheets of plywood whipping through the cul-de-sac. He noted that his taxes have gone up but he could not sell his property even if he wanted to. He hoped the taxes could be lowered. He mentioned that when the City plows his road, they only plow the road going to the park and not the cul-de-sac and he has been plowing the cul-de-sac since he moved in.

Mayor Kuzma asked City Administrator Hagen to talk to City Engineer/Interim Public Works Director Westby about this road getting plowed.

Councilmember Musgrove stated that they are under the understanding that these materials will be moved off the property before the documents are signed but there will be an appointment to go to closing. She asked what this process was and if the City will be there to make sure this is cleared.

City Administrator Hagen explained that the expectation is that the land that the City will be purchasing plus the 30 feet of the property that the City is retaining will be free and clear of all materials before closing on the property. If this does not happen, he stated there would be abatement action.

Councilmember Howell stated that these property owners pay taxes like everyone else and have gotten the short end of the stick. She thinks the easement needs to be enforced. She sees that the system is being abused and she is very sorry to the property owners in this area.

Kristen Fluegel, 14740 Bowers Drive, came forward with concerns of the increase in property taxes.

Mayor Kuzma asked Mrs. Fluegel to come back up during the public hearing to share her concerns.

4. APPROVE AGENDA

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

A roll call vote was performed:

Councilmember Musgrove	aye
Councilmember Specht	aye
Councilmember Riley	aye
Councilmember Howell	aye
Councilmember Woestehoff	aye
Councilmember Heineman	aye
Mayor Kuzma	aye

Motion carried.

5. CONSENT AGENDA

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

- 5.01: Receive Cash & Investments for Period Ending October 31, 2022
- 5.02: Receive Cash & Investments for Period Ending November 30, 2022
- 5.03: Receive October Financial Reports - General Fund and Enterprise Funds
- 5.04: Receive Grant from St. Paul and Minneapolis Foundation
- 5.05: Note the Following Boards, Commissions, and Committee Meeting Minutes
- 5.06: Approve the Following Meeting Minutes:
 - 1) City Council Canvassing Board dated 11/15/2022
 - 2) City Council Special Session dated 11/15/2022
 - 3) City Council Work Session dated 11/22/2022
 - 4) City Council Regular Session dated 11/22/2022

- 5.07: Approve Memorandum of Understanding (MOA) between City of Ramsey & United States Department of Veterans Affairs
- 5.08: Approve Police Axon Squad Car Video System Upgrade
- 5.09: Approve extending criminal prosecution services with Eckberg Lammers
- 5.10: Approve Business Licenses (includes 2023 Business License Renewals)
- 5.11: Approve 2023 Rental Fees for Park Facilities
- 5.12: Approve Abatement Agreement for 5431 164th Ln NW (PID13-32-25-22-0004)
- 5.13: Approve Abatement Agreement for property located at 14501 Sunfish Lake Blvd NW (PID 26-32-25-23-0029)
- 5.14: Authorization to Approve Position Reclassifications
- 5.15: Authorization to Approve Community Service Officer Staffing Changes
- 5.16: Authorization to Hire a Part-time Building Inspections Administrative Assistant
- 5.17: Authorization to Hire Utilities Maintenance Workers
- 5.18: Adopt Resolution #22-290 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of November 17, 2022 through December 7, 2022.
- 5.19: Adopt Resolution #22-229 Establishing Precinct and Polling Locations for the 2023 Election Year
- 5.20: Adopt Resolutions #22-248 and #22-249 Approving the Final Plat and Development Agreement for Riverstone South Second Addition
- 5.21: Adopt Resolution #22-281 Decertifying Tax Increment Financing District #15.
- 5.22: Adopt Resolution #22-282 Approving Lease Agreement for 6701 Hwy 10 NW: Case of God's Kingdom Ministry
- 5.23: Adopt Resolution #22-283 Authorizing the City's 2023 Non-Union Health and Dental Insurance Contributions and Cost of Living Adjustment
- 5.24: Adopt Resolution #22-284 Authorizing Partial Payment No.3 to GMH Asphalt Corporation for Improvement Project #22-02, Autumn Heights Street Reconstructions
- 5.25: Adopt Resolution #22-291 Authorizing Partial Payment No. 4 to Douglas-Kerr Underground, LLC for Improvement Project #20-05, Riverdale Drive Extension Improvements
- 5.26: Adopt Resolution #22-292 Authorizing Partial Payment No. 7 to Douglas Kerr-Underground, LLC for Improvement Project #22-05, Riverdale Drive Trunk Utilities Improvements

A roll call vote was performed:

Councilmember Musgrove	aye
Councilmember Specht	aye
Councilmember Riley	aye
Councilmember Howell	aye
Councilmember Woestehoff	aye
Councilmember Heineman	aye
Mayor Kuzma	aye

Motion carried.

6. PUBLIC HEARING

6.01: Public Hearing on 2023 Tax Levies and General Fund Budget

- **Adopt Resolution #22-278 Adopting the 2022, Payable 2023 Municipal Tax Levy**
- **Adopt Resolution #22-279 Adopting the 2023 General Fund Budget**
- **Adopt Resolution #22-280 Adopting the 2023 Economic Development Authority (EDA) Budget**

Presentation

Finance Director Lund reviewed the 2023 tax levy and general fund budget. She explained that questions concerning the taxable market values that are on the property tax statements should not be asked at this meeting as the values were set in January of 2022 and the meeting addressing these values was in April of 2022. She stated that once the budget is adopted it will be available on the website. She shared that the final levy is due to Anoka County by December 28, 2022. She explained that if there is not an agreement tonight in regard to what the levy will be, a special meeting will be held before December 28, 2022 and if there is not a consensus of the final amount it will revert back to the 2022 levy amount.

Councilmember Musgrove asked how the bonding will be affected, since it has already been approved, if the levy is not approved.

Finance Director Lund stated the City would have to find funding for this to come up with the debt service. She shared the reason the road improvements were bonded was because it was funding that was needed.

Councilmember Musgrove asked if the bonding would go away.

Finance Director Lund stated the bonding would not go away and is essentially a lean on the City. If the payments are not made on the debt service it will affect the bond rating. She stated the City is already responsible for this debt.

Councilmember Musgrove asked if each resolution will be voted on individually or all as one.

Mayor Kuzma said he would think to vote on them all as one.

Councilmember Howell supported voting on them individually.

City Administrator Hagen stated the resolutions can be voted on individually.

Councilmember Heineman shared that the residents have been talking about fixing the roads and Finance Director Lund discussed the ‘bubble’ in the road maintenance. He asked if someone could elaborate on the ‘bubble’ and playing catch up with the road maintenance.

City Engineer/Interim Public Works Director Westby explained the ‘bubble’ that started in the mid-1970s to the mid-1980s, when the roads were constructed. He stated these roads have reached the end of their lifespan and need maintenance and to be designed to today’s standards.

Public Hearing

Mayor Kuzma called the public hearing to order at 7:49 p.m.

Citizen Input

Kristen Fluegel, 14740 Bowers Drive, came forward with concerns of the increase in property taxes. She shared she spoke with Anoka County when the tax statements came out and the value of their house increased \$125,000 this year. She shared that their property taxes went up over \$1,000 this year as well. She shared her appreciation for all that is done to run the City but it is a difficult time for the City to be making such large tax increases.

Bill Wright, 7884 142nd Avenue Northwest, came forward and shared that he and his wife have lived in Ramsey for 22 years. He stated that they are both retired and their income has not changed in those 22 years. He shared that his property taxes are projected to increase \$1,076 or 22.1% and the City’s portion is more than half of the increase. He discussed that over a five year period, this year takes up 55% of the projected 76% increase. He reiterated what Ms. Fluegel said about how much she appreciates how the City is run. He thinks this tax increase could run people out of Ramsey because they cannot afford to keep up with the tax increase. He said this increase is too much in such a short period of time.

Rick Farrell, 15795 Juniper Ridge Drive, came forward and shared that his valuation went up 29% this year. He stated that when the appraiser came by a few months ago he assumed that his valuation for next year would be based on what the appraiser came up with. He shared that he expects his valuation to go down next year as this year’s valuation was done at the peak of the real estate market. He shared that the City portion of his taxes went up 30.6% and last year they went up 15.4%. He said he is here to ask about the thoughts for what next year will look like. He wants to be able to plan for the future.

Marie Tsague, 8700 152nd Avenue Northwest, came forward and shared that she had previously lived in Minneapolis for 23 years and the way that her house was assessed is quite different than what she sees in Ramsey. She shared that she moved into this home in March of 2022 and the market value has severely increased since then. She wanted to understand how her house was assessed.

Mayor Kuzma asked Finance Director Lund to explain how the valuations and assessments work.

Finance Director Lund explained how Anoka County assesses the value, which is determined by the County assessor not the City. She recommended talking to the County assessor and asking for what they used for the valuation for more information.

A Ramsey resident came forward and reiterated Mr. Farrell's question of what the future will look like. He agreed that a lot of the City roads are in bad shape.

Councilmember Musgrove shared that she appreciated the residents coming forward and asking about the future. She shared her ideas for the strategic plan from the Council and thinks that hearing these things directly from the residents is very valuable and will help the Council move forward with their strategic plan.

Councilmember Riley stated that he is looking at the budget increase as a two part increase, the first part being the bonding for the roads, which is 7.1% of the total 19% increase, and the second part is due to the cost increase of City business, which is up for debate. He suggested that this be more of an inflationary rate.

Ms. Fluegel came back up and asked how the growth of the City is factored in when taxes are being calculated. She stated that with the growth of the City and all of the new homes coming in if this will affect the taxes.

Councilmember Woestehoff stated that the growth of the City will help everyone individually when it comes to property taxes. He discussed the tax capacity number and how this affects individual taxpayers. He stated that the roads and inflation is what makes the increase so high. He stated the roads need to be fixed and the City had to go for bonding because the roads could not have waited to get worse. He stated that this is a complex budget and understands that this is a frustration but these are the investments that the City needs to make. He stated that the complaints are challenging as this current budget is set to build an investment plan for the future. He stated it will take time for the new developments to help the tax capacity of the City.

Rick Farrell, 15795 Juniper Ridge Drive, came forward to make a comment concerning lobbying. He shared that he heard about the \$17,000,000,000 surplus that the State of Minnesota has and that part of the surplus goes to reduce property taxes. He asked if all of this State and federal money is available, is there a lobbying effort from the City and County to the State.

Councilmember Specht thanked the resident for bringing this forward. He shared that Ramsey is unique in that they do not qualify for local government aid that a lot of the neighboring cities qualify for. He shared that the Council has put together a legislative agenda with things they will be lobbying for with the State. He said they are working with the State to get some of the surplus to help with the water treatment plant.

Councilmember Heineman added that part of the legislative agenda is lobbying the State for funds from the surplus. He explained the tax capacity change and how that will be changing in the future with the growth of the City. He stated that the Council also feels the pain of the increased taxes and property values. He shared that the Council had lots of hard decisions to make when it came to the budget. He thanked all of the residents who came out to voice their concerns. He said the Council will have to look into the future on how to deal with this, as house values decrease and property taxes go back down, so does the City revenue.

Councilmember Howell thanked everyone for coming out to speak tonight. She shared that she did support the increase in funding for the roads as the roads need to be fixed. She stated she does not support the other 12% increase in the budget. She shared she will be bringing some of her own proposals forward in 2023 on how to keep the budget tighter. She stated she will not be supporting the budget tonight as she does not feel it is the right time to raise the general budget 12%.

Motion by Councilmember Riley, seconded by Councilmember Howell, to close the public hearing.

A roll call vote was performed:

Councilmember Musgrove	aye
Councilmember Specht	aye
Councilmember Riley	aye
Councilmember Howell	aye
Councilmember Woestehoff	aye
Councilmember Heineman	aye
Mayor Kuzma	aye

Motion carried.

The public hearing was closed at 8:15 p.m.

Council Business

Motion by Councilmember Woestehoff, seconded by Councilmember Specht, to adopt Resolution #22-278 adopting the 2022, payable 2023 municipal tax levies, general, pavement management, EDA, and debt services in the amount of \$18,235,180.

Further discussion:

Councilmember Musgrove shared that she had spoken with Finance Director Lund and was able to ask questions and gain the understanding that there is not much room for any cuts in the taxes this year. She asked if the roads could still be done if they did not do the 5% increase.

City Engineer/Interim Public Works Director Westby stated that the same amount of roads would not be able to be done if they did not do the 5% increase, which would cut back on the roads that could be completed.

Councilmember Specht thanked Staff for their hard work on this. He shared he is not happy with the budget but the ideas are all things that need to be done. He will be supporting the budget tonight.

Councilmember Woestehoff shared that the Council started conversations surrounding the budget in July and there have been several long conversations concerning the budget. He appreciated the Staff for starting these conversations so early.

Mayor Kuzma stated he is not happy with the large tax increase. He said he was for the franchise fee and when it was taken off and moved to the levy he did not think that property values would go up as much as they did. He does not plan on supporting the levy. He is in support of the bonding to fix the roads as it is the biggest complaint in the City.

Councilmember Heineman shared that a lot of due diligence has been done with the budget and the Council has worked very hard to shrink the budget. He said when the City went from a franchise fee to a fair tax, the fund was dedicated to roads and the City still needs to bond more funding for roads.

Councilmember Musgrove thanked Finance Director Lund on her work with the budget and being strategic with planning.

A roll call vote was performed:

Councilmember Musgrove	aye
Councilmember Specht	aye
Councilmember Riley	nay
Councilmember Howell	nay
Councilmember Woestehoff	aye
Councilmember Heineman	aye
Mayor Kuzma	nay

Motion carried.

Motion by Councilmember Woestehoff, seconded by Councilmember Specht, to adopt Resolution #22-279 adopting the 2023 general fund budget in the amount of \$7,550,153.

A roll call vote was performed:

Councilmember Musgrove	aye
Councilmember Specht	aye
Councilmember Riley	nay
Councilmember Howell	nay
Councilmember Woestehoff	aye
Councilmember Heineman	aye
Mayor Kuzma	nay

Motion carried.

Motion by Councilmember Woestehoff, seconded by Councilmember Riley, to adopt Resolution #22-280 adopting the 2023 EDA budget in the amount of \$87,610.

Further discussion:

Councilmember Musgrove stated that the EDA budget was not discussed as much as the others and asked for more information concerning the increase in professional services.

Finance Director Lund explained that items such as studies, appraisals, or anything that is contracted out fall under the professional services. She stated the EDA budget is made up of two items, the professional services and miscellaneous services.

Councilmember Riley stated that marketing went down by \$5,000 and the professional services went up by \$5,000, evening out the budget.

Finance Director Lund noted that the increase was in regard to interest earnings.

A roll call vote was performed:

Councilmember Musgrove	aye
Councilmember Specht	aye
Councilmember Riley	aye
Councilmember Howell	aye
Councilmember Woestehoff	aye
Councilmember Heineman	aye
Mayor Kuzma	aye

Motion carried.

7. COUNCIL BUSINESS

7.01: Consider Preliminary Plat of Gile Addition - 15710 St. Francis Blvd. NW

Planning Manager Larson reviewed the Staff report and recommendation to approve the preliminary plat. He shared a representative for Mrs. Giles is present to answer any questions.

Mark Berglund, the representative of Mrs. Giles, came forward to introduce himself and give more information on the goal to subdivide the lot and have conditions in place should there be further development in the future. He added that there would be two outlots that would square up the two properties to the west which would be included in the final plat.

Councilmember Musgrove asked about the agreement for Krypton Street and if it goes with the property.

Planning Manager Larson said that was correct, it goes with the land.

Motion by Councilmember Howell, seconded by Councilmember Musgrove, to adopt Resolution #22-275 approving the preliminary plat of Gile Addition.

A roll call vote was performed:

Councilmember Musgrove	aye
Councilmember Specht	aye
Councilmember Riley	aye
Councilmember Howell	aye
Councilmember Woestehoff	aye
Councilmember Heineman	aye
Mayor Kuzma	aye

Motion carried.

7.02: Introduce Ordinance #23-01 Amending City Code Section 26 Article XIX - Mobile Food Units

City Administrator Hagen reviewed the staff report concerning the removal of background checks, requested by Councilmembers Howell and Musgrove.

Councilmember Howell explained that the trajectory of previous conversations was that food truck owners should not be required to have a background check as restaurant owners are not required to do so, unless liquor is being served. She noted that when reading through Section 26-875, in Section A, she was curious about the necessity of keeping this in the code.

City Administrator Hagen stated that the original code says that if anything expresses concern it would grant the City reason for denial, and the new code says that the background check would not be performed but if the City became aware of any concerns it would have grounds to revoke a license.

Councilmember Howell asked if this section is included for restaurant owners who do not serve alcohol.

City Administrator Hagen stated that they are not just looking at a restaurant serving food in any kind of background.

Councilmember Musgrove how this information would be found out if a background check is not performed and if there are questions concerning a criminal history on the application.

City Administrator Hagen is not sure if there are any questions concerning that on the application. He stated that he understands this section to say that if the City becomes aware of concerning history they would have to look into it further, but not before issuing a license.

Councilmember Howell stated that if this is not being done with other business owners in the City she does not understand why this would be in there for food truck owners. She noted that the City does not require permits for private event catering, food truck drivers should not need a permit to serve at private events.

Councilmember Woestehoff stated that since there is not a tool to check for these concerning matters then there cannot be a section in the code to reference a non-issue or a denial. He asked if Section 26-875 is redundant to existing code. He is in favor of tabling this for more discussion.

City Attorney Knaak explained that he reads this section as to where if something comes up during the application process there would be a reason for denial based on misrepresentation. He said the language does not seem unreasonable. He likes the idea of having a reason to deny an applicant if they are obviously being untruthful.

Councilmember Howell stated that Section 26-875, A, points 1, 2, and 3 cover a broad range of these concerns and point 3 could be removed

Councilmember Woestehoff agreed that point 3 could be removed. He appreciated City Attorney Knaak's thoughts that these points could be used as a tool and would be valuable to have.

Councilmember Howell asked if there is an appetite to not require a license on private property.

Mayor Kuzma stated that if they are bringing in businesses from other cities and are not requiring licenses he supports removing them. He asked if there needs to be a license for this from the Health Department.

City Administrator Hagen stated that the food truck would have to show the City that they have been inspected by the Anoka County Health Department. He said that some language can be drafted on not requiring a license for private events whether it be at a private business or a residence.

Councilmember Heineman stated he is in support of removing this.

Councilmember Woestehoff stated that it is hard to treat food trucks like restaurants in this scenario since food trucks are mobile, explaining that if restaurants want to open a second location they would need a second license to do so. He asked that if a food truck gets licensed for the entire year, the license would cover public and private spaces.

City Administrator Hagen stated that this ordinance does not allow them to operate out of the public right of way, and they have to be on private property. He stated the businesses can choose either a 90-day or an annual license and it is covered.

Councilmember Howell added that she does not view this as a courtesy to the food truck vendors, this is the City not regulating private property.

Councilmember Woestehoff stated that helped clarify his concerns but he thinks it should stay as is. He does not see it as a disservice to the business who hires the food truck if the food truck is required to get a license.

Councilmember Musgrove stated that if there is a food vendor licensed in the County and they have to pay a fee in every city that they want to sell in within the County, they are limited. She

would hate to disparage businesses coming to Ramsey because they require a license and other cities may not.

Councilmember Woestehoff does not want to dissuade them from coming; he does not want the restaurant owners to see that it is too easy to have a food truck in town and that it diminishes the value of having a brick and mortar restaurant. He added that the licensing fee is very minimal compared to the leasing of a restaurant.

Motion by Councilmember Howell, seconded by Councilmember Specht, to introduce Ordinance #23-01 amending City Code Section 26 Article XIX - Mobile Food Units, striking #3 from section 26-875 and removing the requirement for licensure for private events on private property.

A roll call vote was performed:

Councilmember Musgrove	aye
Councilmember Specht	aye
Councilmember Riley	aye
Councilmember Howell	aye
Councilmember Woestehoff	nay
Councilmember Heineman	aye
Mayor Kuzma	aye

Motion carried.

7.03: Adopt Resolutions #22-286, #22-287, #22-288 and #22-289 Ordering Plans and Specifications for 2023 Pavement Management Program Projects

Assistant City Engineer Feriancek reviewed the staff report and recommendation to order plans and specifications for the remaining 2023 pavement management program projects, including the Barthel's Rum River Acres 2nd Street reconstructions, MSA pavement overlay improvements, neighborhood pavement overlay improvements, and the Whispering Pines Estates Plat 3 Street reconstructions. He stated that all plans and specs are to be done in house and construction would begin in late May or early June 2023.

Councilmember Specht asked if this affects the shrinking of Riverdale Drive.

City Attorney Knaak said that is east of Sunfish which is part of the Highway 10 Gateway project.

Motion by Councilmember Musgrove, seconded by Councilmember Specht, to adopt Resolution #22-286, #22-287, #22-288, and #22-289 ordering plans and specifications for 2023 pavement management program projects.

Further discussion:

Mayor Kuzma shared that after 10 years on the Council this is the biggest swing at managing the roads that he has seen.

A roll call vote was performed:

Councilmember Musgrove	aye
Councilmember Specht	aye
Councilmember Riley	aye
Councilmember Howell	aye
Councilmember Woestehoff	aye
Councilmember Heineman	aye
Mayor Kuzma	aye

Motion carried.

7.04: Adopt Resolution #22-285 Ordering Plans and Specifications for Improvement Project #23-02, Central Park Main Parking Lot Reconstruction

Assistant City Engineer Feriancek reviewed the staff report and recommendation to order plans and specifications for the Central Park main parking lot reconstruction. He stated that this project would be timed around the facility demands and are targeting July 2023 for construction. He stated that all plans and specs are to be done in house.

Mayor Kuzma asked if the City is staffed efficiently enough to handle these projects in house.

Assistant City Engineer Feriancek stated that with Bolton & Menk working on the 167th Avenue project, the workload can be handled by the Staff.

Councilmember Woestehoff thanked Assistant City Engineer Feriancek for his work. He shared that if the south lot is forgotten about he will hear about it as it is in his ward. He views this as prioritizing parking over the playing and park activities. He would like to see this added as an alternate to the 161st project for the south lot. He would like to see this done this year, but at the latest in 2024.

City Engineer/Interim Public Works Director Westby stated that if Council would like, he can explore this option and have these discussions on how this could be worked into the project and what funding is available.

Councilmember Woestehoff appreciates the effort to do the work outside of the schedule of groups that use the fields.

Councilmember Specht does not want to support a solution that would reduce the number of parking spots and is more in favor of the option with a two way flow.

Motion by Councilmember Specht, seconded by Councilmember Howell, to adopt Resolution #22-285 ordering plans and specifications for improvement Project #23-02 Central Park main parking lot reconstruction, with two way flow and the understanding that a solution will be pursued for fixing the south lot.

A roll call vote was performed:

Councilmember Musgrove	aye
Councilmember Specht	aye
Councilmember Riley	aye
Councilmember Howell	aye
Councilmember Woestehoff	aye
Councilmember Heineman	aye
Mayor Kuzma	aye

Motion carried.

8. MAYOR, COUNCIL AND STAFF INPUT

Mayor Kuzma shared that the tree lighting event is scheduled for this Thursday with Santa at 5:30 p.m.

Councilmember Musgrove commented that the Elk River High School football team won the 5A championship.

Councilmember Heineman thanked the residents of Ward 1 who voted for him and thanked the residents for being engaged in the community. He stated he is excited to see Michael Olson move into the Ward 1 position.

The Council thanked Councilmember Heineman.

City Administrator Hagen announced upcoming meetings and events. He introduced Stephanie Hanson, the new Community Development Director.

Councilmember Specht wished the Ramsey residents a Merry Christmas and Happy New Year.

9. ADJOURNMENT

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

Motion carried.

A roll call vote was performed:

Councilmember Musgrove	aye
Councilmember Specht	aye
Councilmember Riley	aye
Councilmember Howell	aye
Councilmember Woestehoff	aye
Councilmember Heineman	aye

Mayor Kuzma aye

Motion carried.

The regular meeting of the City Council adjourned at 9:34 p.m.

Respectfully submitted,

Brian S. Hagen
City Administrator

ATTEST:

Katie M. Schmidt
City Clerk

Drafted by Ava Rokosz
TimeSaver Off Site Secretarial, Inc.

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

CC Regular Session

5. 2.

Meeting Date: 01/10/2023

By: Katie Schmidt, Administrative Services

Information

Title

Approve Amending City Council Meeting Schedule for 2023

Purpose/Background:

Purpose: To amend the meeting schedule to cancel the last regular meeting in December.

Background: As Council is aware, past practice has been to cancel the second meeting in December. City Hall will be closed that day in observance of Christmas.

Notification:

If approved, the notification will be updated to reflect the canceled meeting date.

Observations/Alternatives:

N/A

Funding Source:

N/A

Recommendation:

Staff is recommending to cancel the December 26, 2023 City Council Work Session and Regular Meeting.

Action:

Motion to cancel the December 26, 2023 City Council Work Session and Regular Meeting, with all other meetings to be scheduled in accordance with the normal calendar on the second and fourth Tuesdays of each month.

Attachments

No file(s) attached.

Form Review

Inbox

Brian Hagen

Form Started By: Katie Schmidt

Final Approval Date: 01/04/2023

Reviewed By

Brian Hagen

Date

01/04/2023 05:10 PM

Started On: 01/03/2023 11:08 AM

CC Regular Session

5.3.

Meeting Date: 01/10/2023

Submitted For: Sean Sullivan, Community Development

By: Wendy Schlueter, Community Development

Information

Title

~~Approve Business Licenses~~ - **Please Note: this case was pulled from the Consent Agenda to be considered as case 7.0 on the Regular Agenda - to be heard before the Public Hearings.**

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	01/04/2023 12:22 PM
Brian Hagen	Brian Hagen	01/04/2023 05:11 PM
Form Started By: Wendy Schlueter		Started On: 01/03/2023 10:26 AM
Final Approval Date: 01/04/2023		

Report Name: License Report - License Types

Council Dates: 1/10/2023 to 1/10/2023

Status: Active, Inactive

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

City of Ramsey License Report - License Types

Printed: 1/3/2023

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>
Temporary Intoxicating						
Northern Starz Childrens Theatre	Rachel Anne Bohnsack	5300 Alpine Dr NW 200	Northern Starz	1/22/2023	1/10/2023	A
Northern Starz Childrens Theatre	Rachel Anne Bohnsack	5300 Alpine Dr NW 200	Northern Starz	2/12/2023	1/10/2023	A
Northern Starz Childrens Theatre	Rachel Anne Bohnsack	5300 Alpine Dr NW 200	Northern Starz	2/19/2023	1/10/2023	A
Northern Starz Childrens Theatre	Rachel Anne Bohnsack	5300 Alpine Dr NW 200	Northern Starz	2/26/2023	1/10/2023	A

Temporary Intoxicating License Count: 4

Tobacco

Norman Tobacco LLC	Noman Mohamed Ali Hussein	7962 Sunwood Dr NW 300		12/31/2023	1/10/2023	A
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Tobacco License Count: 1

Total Licenses: 5

CC Regular Session

5. 4.

Meeting Date: 01/10/2023

Submitted For: Dana Verbeek, Community Development

By: Dana Verbeek, Community Development

Information

Title

Approve Rental Licenses

Purpose/Background:

The purpose of this case is to approve rental license requests for 2023.

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 the 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

January 2023 Rental Licenses

Form Review

Inbox

Brian Hagen

Form Started By: Dana Verbeek

Final Approval Date: 01/04/2023

Reviewed By

Brian Hagen

Date

01/04/2023 05:10 PM

Started On: 12/30/2022 09:07 AM

Report Name: License Report - License Types
 Council Dates: 1/10/2023 to 1/10/2023
 Status: Active, Inactive
 License Type(s): Multi-Family Rental, Rental

City of Ramsey License Report - License Types

Printed: 12/30/2022
 Page: 1

<u>Company</u>	<u>Applicant</u>	<u>Location</u>	<u>Complex</u>	<u>Exp. Date</u>	<u>Council Date</u>	<u>Status</u>
Rental						
Aux Funding LLC	Aux Funding LLC	5277 142nd La NW		1/13/2026	1/10/2023	I
Tavernit	Luke Tavernit	15106 Helium St NW		1/13/2026	1/10/2023	I
Rivenwick	Michael Stueve	13896 Ironstone Trl NW		1/13/2026	1/10/2023	I
Metrowide Home Buyers	Metrowide Home Buyers	15505 Sodium St NW	Alpine Acres	1/13/2026	1/10/2023	I

Rental License Count: 4

Total Licenses: 4

CC Regular Session

5. 5.

Meeting Date: 01/10/2023

By: Jennifer Morrison, Finance

Information

Title

Adopt Resolution #23-021 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of December 8, 2022 through December 27, 2022.

Purpose/Background:

Adopt Resolution #23-021 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of December 8, 2022 through December 27, 2022.

Recommendation:

Staff Recommends to Adopt Resolution #23-021 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of December 8, 2022 through December 27, 2022.

Action:

Motion to Adopt Resolution #23-021 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of December 8, 2022 through December 27, 2022.

Attachments

Resolution 23-021
Bills List 12/27/2022

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	01/05/2023 09:56 AM
Brian Hagen	Diana Lund	01/05/2023 09:57 AM
Diana Lund	Diana Lund	01/05/2023 10:38 AM
Brian Hagen	Brian Hagen	01/05/2023 11:50 AM
Form Started By: Jennifer Morrison		Started On: 01/05/2023 09:30 AM
Final Approval Date: 01/05/2023		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #23-021

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF DECEMBER 8, 2022, THROUGH DECEMBER 27, 2022

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of December 8, 2022, through December 27, 2022, in the amount of \$4,029,172.20 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 December 8, 2022, through December 27, 2022, in the amount of \$4,029,172.20.

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

Mayor
Councilmember
Councilmember
Councilmember
Councilmember
Councilmember
Councilmember

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

None

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of January, 2023.

Mayor

ATTEST:

City Clerk

Resolution #23-021

Page 2 of 2

RAMSEY CITY COUNCIL MEETING
12.27.22
BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Prepays 12.8.2022 - 12.27.2022	\$ 2,774,187.83
Accounts Payable 12.8.2022 - 12.27.2022	289,450.72
Payroll 12.9.2022	193,289.14
Payroll 12.23.2022	212,959.28
Debt Service	1,178,301.25 ←
Pay Estimates- Projects	559,285.23

includes debt service amount

TOTAL SUBMITTED FOR APPROVAL THIS MEETING
(Invoices Available for Reviewal)

\$ 4,029,172.20

Mark E. Krzmar
12-28-2022

DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:

	APPROVED PREVIOUS MTG	2022 Y.T.D.
PREPAIDS	\$ 270,573.06	\$ 10,314,304.00
PREPAID ADJUSTMENTS		
ACCOUNTS PAYABLE INVOICING	216,274.28	7,482,968.94
ACCT PAYABLE INVOICING ADJUSTMENTS		
NET PAYROLL TOTAL	247,866.70	5,044,867.16
CORRECTION TO PAYROLL		
DEBT SERVICE		755,689.31
CORRECTION TO DEBT SERVICE		
PAY ESTIMATE(S) - PROJECTS	440,188.95	8,012,079.54

TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED

\$ 1,174,902.99

\$ 31,609,908.95

CITY OF RAMSEY

Council Check Register by GL
Council Check Register and Summary

12/8/2022 - 12/30/2022

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
115996	12/8/2022		106583 DELTA DENTAL PLAN OF MINNESOTA						
		4,359.55	DEC 2022 DENTAL PREM		116458	RISOOO4563495	9101.2170		DENTAL/DISABILITY/LIFE
		<u>4,359.55</u>							
115997	12/8/2022		115574 HEALTHPARTNERS						
		75,588.50	DEC 2022 MEDICAL PREM		116455	116863295	9101.2176		LIFE/HEALTH-EMPLOYEE
		<u>75,588.50</u>							
115998	12/8/2022		100351 NCPERS GROUP LIFE INS						
		384.00	DEC 2022 PERA LIFE		116456	7048001222	9101.2170		DENTAL/DISABILITY/LIFE
		<u>384.00</u>							
115999	12/8/2022		106915 SHANK, KENNETH LEE						
		206.25	SANTA AT TREE LIGHTING		116452	120222	0111.6489		OTHER CONTRACTED SI
		<u>206.25</u>							
116000	12/8/2022		111128 SHERBURNE COUNTY SHERIFFS OFFICE						
		60.00	NEW OFC LUX RANGE QUALIFICATIO		116454	0202211-RPD	0211.6335		TRAINING
		<u>60.00</u>							
116063	12/15/2022		100012 ACE SOLID WASTE INC						
		144.23	REFUSE/RECYCLE		116520	8500077T067	0220.6374		REFUSE/RECYCLING
		37,451.80	DEC RECYCLING		116521	8494148T067 DEC 2022	9604.6489		OTHER CONTRACTED SI
		323.77	WASTE SERVICES		116525	8494158T067	0194.6374		REFUSE/RECYCLING
		622.35	WASTE SERVICES		116525	8494158T067	0452.6374		REFUSE/RECYCLING
		646.20	WASTE SERVICES		116525	8494158T067	9604.6249		MISCELLANEOUS OPER/
		<u>39,188.35</u>							
116064	12/15/2022		100021 AMERICAN PUBLIC WORKS ASSN						
		286.25	APWA 2023 MEMBERSHIP DUES		116523	748699 23-24	9101.1550		PREPAID EXPENSE
		<u>286.25</u>							
116065	12/15/2022		119783 HUNTER JAMES CONSTRUCTION						
		7,500.00	15877 KAMACITE ST/MISC ESCROW		116528	12222022	9252.1155.1		MANUAL-ACCOUNTS REI
		<u>7,500.00</u>							
116066	12/15/2022		119784 LATTERY, ANGELA						
		100.00	REFUND EROSION CONTROL ESCROW		116529	A119620	9804.6433	00119620	REFUNDS
		<u>100.00</u>							
116067	12/15/2022		119740 NAKONECHNYI, YURIY & DINA						
		1,500.00	REFUND AS-BUILT GRADING ESCROW		116526	12222022	9252.1155.1		MANUAL-ACCOUNTS REI
		<u>1,500.00</u>							
116068	12/15/2022		119694 ELK RIVER PRINTING						
		205.97	PATIENT CARE FORMS		115853	150078	0220.6249		MISCELLANEOUS OPER/
		<u>205.97</u>							
116069	12/15/2022		119194 RIVERSIDE DEVELOPMENT COMPANY						
		25,824.00	CASH SURETY FINAL RELEASE		116535	99121522	9804.6433	00118503	REFUNDS
		<u>25,824.00</u>							
116070	12/15/2022		118029 SMITH, SHAWN						
		1,500.00	REF EROSION ESCROW		116532	A119327	9804.6433	00119327	REFUNDS
		<u>1,500.00</u>							

Council Check Register by GL
Council Check Register and Summary

12/8/2022 -- 12/30/2022

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
116070	12/15/2022		118029 SMITH, SHAWN						Continued.
116071	12/15/2022		119653 UNIVERSAL APPAREL						
		717.00	UNIVERSAL APP JAN/FEB RR AD SA		116534	12/15/22	9101.1550		PREPAID EXPENSE
		717.00							
116072	12/15/2022		119268 US HOME LLC						
		1,500.00	REF ERO ESC/8483 152ND LA NW		116527	A119204	9804.6433	00119204	REFUNDS
		1,500.00	REF ERO ESC/8478 152ND LA NW		116530	A119205	9804.6433	00119205	REFUNDS
		3,000.00							
116073	12/22/2022		111377 ANOKA MUNICIPAL UTILITY						
		41.06	TRAFFIC SIGNALS		116636	22-612000-01 NOV 2022	0260.6371		ELECTRIC UTILITIES
		78.80	STREET LIGHTING		116637	22-990005-01 NOV 2022	9603.6371		ELECTRIC UTILITIES
		45.38	STREET LIGHTING		116638	22-610280-00 NOV 2022	9603.6371		ELECTRIC UTILITIES
		75.92	TRAFFIC SIGNALS		116639	22-613120-01 NOV 2022	0260.6371		ELECTRIC UTILITIES
		241.16							
116074	12/22/2022		100297 CENTERPOINT ENERGY						
		239.99	11/7-12/6/22 GAS USAGE		116628	6011580-5 NOV 2022	9410.6373	00041012	GAS
		4,876.14	C/H GAS BILL		116629	6702493-5 NOV 2022	0194.6373		GAS
		78.81	CENTER POINT PH#3 GAS		116630	8782239-1 NOV 2022	9601.6373		GAS
		734.93	GAS UTILITIES ST 1		116634	5914352-9 NOV 2022	0220.6373		GAS
		849.96	GAS UTILITIES ST 2		116635	5961540-1 NOV 2022	0220.6373		GAS
		6,779.83							
116075	12/22/2022		100111 COMMERCIAL ASPHALT COMPANY						
		1,910.04	ASPHALT		116645	220715	0311.6265		ASPHALT
		1,910.04							
116076	12/22/2022		119792 CONLON, SANDRA						
		10.00	REIMBURSE PARKING-ELEC JUDGE		116583	12212022	0141.6249		MISCELLANEOUS OPER/
		10.00							
116077	12/22/2022		118611 DELTA MOD TECH						
		250,000.00	ESROW RELEASE DELTA MOD PROJ		116584	12212022	9804.6433	00117208	REFUNDS
		250,000.00							
116078	12/22/2022		119790 EFRAM, KEVIN						
		12.00	REIMB PARKING POSTELECT REVIEW		116585	12212022	0141.6249		MISCELLANEOUS OPER/
		12.00							
116079	12/22/2022		100871 FBI NAA NORTHWEST CHAPTER						
		240.00	TRAINING COURSE 2023		116614	12212022	9101.1550		PREPAID EXPENSE
		240.00							
116080	12/22/2022		119638 O'REILLY AUTO PARTS						

CITY OF RAMSEY
 Council Check Register by GL
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12/8/2022 -- 12/30/2022

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
116080	12/22/2022		119638 O'REILLY AUTO PARTS						Continued.
		248.24	TRK #601		116641	6193-109738	0452.6257		OTHER VEHICLE PARTS
		4.96-	EARLY PAY DISCOUNT		116641	6193-109738	0452.6257		OTHER VEHICLE PARTS
		.20-	EARLY PAY DISCOUNT		116642	6193-109734	0311.6257		OTHER VEHICLE PARTS
		19.99	NEG. BATT. CABLE		116642	6193-109734	0311.6257		OTHER VEHICLE PARTS
		27.98	DEF FLUID		116643	6193-109691	0311.6227		LUBRICANTS & ADDITIVE
		.56-	EARLY PAY DISCOUNT		116643	6193-109691	0311.6227		LUBRICANTS & ADDITIVE
		<u>290.49</u>							
116081	12/22/2022		100391 POSTMASTER						
		2,084.60	POSTAGE - 2023 JAN/FEB RR		116632	12/20/22	9101.1550		PREPAID EXPENSE
		<u>2,084.60</u>							
116082	12/22/2022		117595 QUADIENT LEASING USA INC						
		474.36	QUADIENT 12/20/22 LEASE MAIL M		116633	N9712067	9101.1550		PREPAID EXPENSE
		<u>474.36</u>							
116083	12/27/2022		100179 FIRE FIGHTERS RELIEF ASSN						
		560.00			116568	1219221014101	9101.2177		UNION DUES
		<u>560.00</u>							
1004477	12/9/2022		116114 AVESIS THIRD PARTY ADMINISTRATORS						
		260.59	DEC 2022 VISION PREM		116457	2935327	9101.2170		DENTAL/DISABILITY/LIFE
		<u>260.59</u>							
1004478	12/9/2022		114740 BOND TRUST SERVICES CORPORATION						
		785,000.00	PRINCIPAL PAYMENT		116442	74863	9339.6602		BOND PRINCIPAL
		131,225.00	PRINCIPAL PAYMENT		116442	74863	9339.6611		BOND INTEREST
		5,570.00	INTEREST PAYMENT		116443	74860	9353.6611		BOND INTEREST
		90,000.00	PRINCIPAL PAYMENT		116443	74860	9353.6602		BOND PRINCIPAL
		60,607.50	INTEREST PAYMENT		116444	74862	9355.6611		BOND INTEREST
		115,000.00	PRINCIPAL PAYMENT		116445	74861	9354.6602		BOND PRINCIPAL
		12,750.00	INTEREST PAYMENT.		116445	74861	9354.6611		BOND INTEREST
		100.00	PAYING AGENT FEES		116446	74996	9353.6310		FISCAL AGENT FEES
		475.00	PAYING AGENT FEES		116447	74995	9351.6310		FISCAL AGENT FEES
		475.00	PAYING AGENT FEES		116448	74994	9350.6310		FISCAL AGENT FEES
		90,000.00	PRINCIPAL PAYMENT		116449	74856	9349.6602		BOND PRINCIPAL
		3,177.50	INTEREST PAYMENT		116449	74856	9349.6611		BOND INTEREST
		170,000.00	PRINCIPAL PAYMENT		116450	74859	9352.6602		BOND PRINCIPAL
		8,550.00	INTEREST PAYMENT		116450	74859	9352.6611		BOND INTEREST
		<u>1,472,930.00</u>							
1004479	12/9/2022		107244 NORTHLAND TRUST SERVICES INC						
		290,000.00	PRINCIPAL PAYMENT		116451	RAMS11B DEC 2022	9340.6602		BOND PRINCIPAL
		14,876.25	INTEREST PAYMENT		116451	RAMS11B DEC 2022	9340.6611		BOND INTEREST
		495.00	PAYING AGENT FEES		116451	RAMS11B DEC 2022	9340.6310		FISCAL AGENT FEES
		<u>305,371.25</u>							
1004480	12/9/2022		111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC						
		27.95	C/H FIRE MONITORING		116440	150-1681-6340 DEC 2022	0194.6489		OTHER CONTRACTED SI
		52.95	PW FIRE PANEL MONT/TEST		116441	150-1681-4280 DEC 2022	0311.6489		OTHER CONTRACTED SI

Council Check Register by GL
Council Check Register and Summary

12/8/2022 – 12/30/2022

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
1004480	12/9/2022		111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC						Continued.
		27.95	FS#2 FIRE PANEL MONIT		116441	150-1681-4280 DEC 2022	0220.6489		OTHER CONTRACTED SI
		36.90	7550 SUNWOOD MONITORING		116441	150-1681-4280 DEC 2022	0194.6489		OTHER CONTRACTED SI
		35.90	PW MONITORING		116441	150-1681-4280 DEC 2022	0311.6489		OTHER CONTRACTED SI
		48.95	RAMP FIRE PANEL TEST/MONIT		116441	150-1681-4280 DEC 2022	9240.6315		MISCELLANEOUS PROFE
		27.95	YOUTH FIRST FIRE PANEL MONIT		116441	150-1681-4280 DEC 2022	9410.6315	00041012	MISCELLANEOUS PROFE
		28.95	POLICE SECURITY		116453	150-1682-6501 DEC 2022	0211.6489		OTHER CONTRACTED SI
		<u>287.50</u>							
1004527	12/16/2022		112663 CAPSTONE HOMES INC						
		1,500.00	REF EROS ESC/8932 152ND LA NW		116531	A119344	9804.6433	00119344	REFUNDS
		<u>1,500.00</u>	REF ERO ESCR/8918 152ND LA NW		116533	A119385	9804.6433	00119385	REFUNDS
		3,000.00							
1004528	12/16/2022		114432 HESSE, BRADLEY						
		15.00	EE REIMB TRAINING LUNCH		116517	12152022	0211.6331		TRAVEL & LODGING
		<u>15.00</u>							
1004529	12/16/2022		119612 KNIGHT, THOMAS						
		124.50	EE REIMB MILEAGE		116518	12152022	0240.6334		MILEAGE REIMBURSEME
		<u>86.52</u>	EE REIMB TRAINING MEALS		116518	12152022	0240.6331		TRAVEL & LODGING
		211.02							
1004530	12/16/2022		100291 MET COUNCIL SAC						
		246,015.00	SAC REMITTANCE		116519	12152022	9602.2083		SAC CHARGES
		<u>2,460.15-</u>	SAC DISCOUNT		116519	12152022	9602.4356		SEWER AVAILABILITY CH
		243,554.85							
1004531	12/16/2022		100510 VERIZON WIRELESS						
		45.04	VERIZON LIFT STATION DATA		116522	9921872563	9602.6323		CELLULAR PHONES
		1,258.16	VERIZON-STAFF PHONES-DEC		116524	9921906594	0192.6323		CELLULAR PHONES
		<u>538.14</u>	VERIZON-SQUADS-DEC		116524	9921906594	0211.6415		OTHER EQUIPMENT REN
		1,841.34							
1004532	12/23/2022		116846 MC TOOL AND SAFETY SALES						
		741.26	HI VIZ JACKETS		116640	014820	0311.6231		UNIFORMS & TURN-OUT
		21.85-	EARLY PAY DISCOUNT		116640	014820	0311.6231		UNIFORMS & TURN-OUT
		689.24	HI VIZ JACKETS		116640	014820	0452.6231		UNIFORMS & TURN-OUT
		330.04	HI VIZ JACKETS		116640	014820	0194.6231		UNIFORMS & TURN-OUT
		243.46	HI VIZ JACKETS		116640	014820	0301.6231		UNIFORMS & TURN-OUT
		<u>180.50</u>	HI VIZ JACKETS		116640	014820	9601.6231		UNIFORMS & TURN-OUT
		2,162.65							
1004533	12/23/2022		100459 STANDARD INSURANCE COMPANY						
		2,091.65	DEC 2022 LIFE INSURANCE		116646	7725960001DEC20 22	9101.2176		LIFE/HEALTH-EMPLOYEE
		<u>2,091.65</u>							
1004534	12/23/2022		114486 SUN LIFE ASSURANCE COMPANY OF CANADA						
		418.62	DEC 2022 VOL LTD		116644	237724DEC2022	9101.2170		DENTAL/DISABILITY/LIFE

CITY OF RAMSEY
 Council Check Register by GL
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12/8/2022 - 12/30/2022

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
1004534	12/23/2022		114486 SUN LIFE ASSURANCE COMPANY OF CANADA						Continued.
		395.58	DEC 2022 NON-VOL LTD		116644	237724DEC2022	9101.2170		DENTAL/DISABILITY/LIFE
		814.20							
1004535	12/23/2022		100510 VERIZON WIRELESS						
		2,363.95	CITY HALL CELL PHONES		116631	9922524142 NOV 2022	0192.6323		CELLULAR PHONES
		2,363.95							
1004536	12/28/2022		100257 LAW ENFORCEMENT LABOR SRV INC						
		845.00			116432	120822901072	9101.2177		UNION DUES
		845.00			116620	1221221438142	9101.2177		UNION DUES
		1,690.00							
1004537	12/28/2022		100298 MN AFSCME COUNCIL 5						
		430.08			116433	120822901073	9101.2177		UNION DUES
		430.08			116621	1221221438143	9101.2177		UNION DUES
		860.16							
98122322	12/23/2022		115568 ALERUS FINANCIAL NA						
		6,276.69			116619	12212214381413	9101.2176		LIFE/HEALTH-EMPLOYEE
		6,276.69							
99120922	12/9/2022		100223 ICMA RETIREMENT TRUST 457						
		1,668.00			116427	120822901071	9101.2175		DEFERRED COMPENSAT
		1,668.00							
99121420	12/14/2022		107885 DEPARTMENT OF LABOR AND INDUSTRY						
		3,838.73	NOV 2022 SURCHARGE		116506	12142022	9101.2081		SURCHARGES-PERMITTS
		76.77-	NOV 2022 SURCHARGE RETENTION		116506	12142022	9101.4604		SURCHARGES
		3,761.96							
99121522	12/15/2022		108768 COMDATA NETWORK INC						
		59.77	FUEL FOR STAFF VEHICLES		116489	NOV 2022 FUEL BLDG	0194.6223		GASOLINE
		48.14	COBORNS 11/07/22 CC MEALS		116490	NOV 2022 SCHMITZ	0111.6249		MISCELLANEOUS OPER/
		7.99	COBORNS 11/22/22 CC MEALS		116490	NOV 2022 SCHMITZ	0111.6249		MISCELLANEOUS OPER/
		80.82	MAMA DELUCA 11/22/22 CC MEALS		116490	NOV 2022 SCHMITZ	0111.6249		MISCELLANEOUS OPER/
		205.13	FUEL FOR TRUCKS		116491	NOV 2022 FUEL FIRE	0220.6223		GASOLINE
		231.80	SQUAD FUEL 312 & DTF		116492	NOV 2022 FUEL PD	0211.6223		GASOLINE
		25.00	AMERICAN RED CROSS - TRAINING		116493	NOV 2022 FRANKFURTH	0211.6335		TRAINING
		75.00	BCA - TRAINING		116493	NOV 2022 FRANKFURTH	0211.6335		TRAINING
		75.00	BCA - TRAINING		116493	NOV 2022 FRANKFURTH	0211.6335		TRAINING
		75.00	BCA - TRAINING		116493	NOV 2022 FRANKFURTH	0211.6335		TRAINING
		75.00	TRANSUNION- INVESTIGATIVE TOOL		116493	NOV 2022 FRANKFURTH	0211.6315		MISCELLANEOUS PROFE
		225.00	ESS EYEPRO-HESSE MFF GASMSK RX		116494	NOV 2022 BLUML	0211.6231		UNIFORMS & TURN-OUT

CITY OF RAMSEY
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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99121522	12/15/2022		108768 COMDATA NETWORK INC						Continued
		18.35	POTBELLY-TRAINING DINNER ND		116494	NOV 2022 BLUML	0211.6331		TRAVEL & LODGING
		161.93	SPORTSMANS GUIDE-RW BOOTS		116495	NOV 2022 WEBB	0211.6231		UNIFORMS & TURN-OUT
		91.94	MN POST BOARD-LUX LICENSE		116496	NOV 2022 KATERS	0211.6451		MEMBERSHIP DUES
		22.73	CULVERS-JK TF TRAINING LUNCHES		116496	NOV 2022 KATERS	0211.6331		TRAVEL & LODGING
		403.93	PK SAFETY CO DETECTOR		116497	NOV 2022 BRAY	0194.6259		BUILDING MAINT/REPAIR
		38.39	UPS STORE POSTAGE		116498	NOV 2022 NELSON	0452.6322		POSTAGE
		17.67	COBORNS BEV JERRYS RETIREMENT		116498	NOV 2022 NELSON	9601.6249		MISCELLANEOUS OPER/
		38.99	COBORNS CAKE JERRYS RETIREMENT		116498	NOV 2022 NELSON	9601.6249		MISCELLANEOUS OPER/
		77.88	TRACTOR SUPPLY - MISC SUPPLIES		116499	NOV 2022 TURNER	0311.6249		MISCELLANEOUS OPER/
		24.95	NATL STUDNT CLRNGHSE-DEGREE VE		116500	NOV 2022 LASHER	0130.6306		PERSONNEL TESTING &
		150.00	IACA-JAMIE H LEAF EXAM #1		116501	NOV 2022	9101.1550		PREPAID EXPENSE
						TORSETH			
		395.00	IACA-JAMIE H ANALYTICAL TRAINI		116501	NOV 2022	9101.1550		PREPAID EXPENSE
						TORSETH			
		55.00	STAX-EMMAH PLEAA TRAINING		116501	NOV 2022	0211.6335		TRAINING
						TORSETH			
		67.32	AMAZON- TOOLS		116502	NOV 2022	0220.6281		SMALL TOOLS & MINOR I
						SCHIFERLI			
		350.00	NFSA-C WEISS TRAINING 2023		116502	NOV 2022	9101.1550		PREPAID EXPENSE
						SCHIFERLI			
		77.71	AMAZON- ADMIN SUPPLIES		116503	NOV 2022 KOHNER	0220.6249		MISCELLANEOUS OPER/
		209.99	ACME- CORDED TOOL		116503	NOV 2022 KOHNER	0220.6281		SMALL TOOLS & MINOR I
		176.95	GALLS- UNIFORM		116503	NOV 2022 KOHNER	0220.6231		UNIFORMS & TURN-OUT
		5.19	ECM ANOKA HERALD ONLINE		116504	NOV 2022	9230.6451		MEMBERSHIP DUES
						SULLIVAN			
		11.51	ARBYS-LUNCH		116505	NOV 2022	0240.6331		TRAVEL & LODGING
						SZYKULSKI			
		14.58	NOODLES & CO-DINNER		116505	NOV 2022	0240.6331		TRAVEL & LODGING
						SZYKULSKI			
		17.36	WEGGYS-LUNCH		116505	NOV 2022	0240.6331		TRAVEL & LODGING
						SZYKULSKI			
		145.00	ICC-MEMBERSHIP DUES		116505	NOV 2022	0240.6451		MEMBERSHIP DUES
						SZYKULSKI			
		210.06	AMERICINN-HOTEL		116505	NOV 2022	0240.6331		TRAVEL & LODGING
						SZYKULSKI			
		<u>3,966.08</u>							
99122022	12/20/2022		100629 MN DEPT OF REV SALES TX						
		59.42	Nov 2022 sales etc tax		116705	12202022	9101.4305		RENTAL FEES
		5.02	Nov 2022 sales etc tax		116705	12202022	9101.4328		ACCIDENT REPORTS
		4.99	Nov 2022 sales etc tax		116705	12202022	9101.4308		SALES OF MAPS & PUBL
		.59	Nov 2022 sales etc tax		116705	12202022	9101.4609		OTHER MISCELLANEOUS
		254.67	Nov 2022 sales etc tax		116705	12202022	9601.2082		SALES/USE TAX PAYABLE
		2.41	Nov 2022 sales etc tax		116705	12202022	9601.2082		SALES/USE TAX PAYABLE
		.08	Nov 2022 sales etc tax		116705	12202022	9601.2085		ANOKA COUNTY TRANSI
		<u>326.00</u>							
99122322	12/23/2022		107962 TOTAL ADMINISTRATIVE SERV (DO NOT USE)						
		1,067.00			116616	12212214381410	9101.2176		LIFE/HEALTH-EMPLOYEE
		576.00	Bonine VEBA Oct-Dec 2022		116616	12212214381410	0211.6131		GROUP INSURANCE
		<u>1,643.00</u>							
99130922	12/9/2022		107962 TOTAL ADMINISTRATIVE SERV (DO NOT USE)						
		1,067.00			116428	1208229010710	9101.2176		LIFE/HEALTH-EMPLOYEE
		<u>1,067.00</u>							

CITY OF RAMSEY

Council Check Register by GL
Council Check Register and Summary

12/8/2022 - 12/30/2022

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99130922	12/9/2022		107962 TOTAL ADMINISTRATIVE SERV (DO NOT USE)						Continued.
99131889	12/23/2022		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		10,784.71			116617	12212214381411	9101.2175		DEFERRED COMPENSAT
		10,784.71							
99140922	12/9/2022		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		3,789.46			116430	1208229010712	9101.2176		LIFE/HEALTH-EMPLOYEE
		3,789.46							
99150922	12/9/2022		115568 ALERUS FINANCIAL NA						
		6,276.59			116431	1208229010713	9101.2176		LIFE/HEALTH-EMPLOYEE
		6,276.59							
99153558	12/23/2022		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		3,786.21			116618	12212214381412	9101.2176		LIFE/HEALTH-EMPLOYEE
		3,786.21							
99160922	12/9/2022		100601 MN DEPT OF REV WH						
		12,064.62			116436	120822901076	9101.2172		STATE WITHHOLDING
		12,064.62							
99170922	12/9/2022		101306 IRS						
		25,373.76			116437	120822901077	9101.2171		FEDERAL WITHHOLDING
		15,070.73			116438	120822901078	9101.2173		FICA & MEDICARE-EMPL
		15,070.73			116439	120822901079	9101.2182		FICA & MEDICARE-EMPL
		55,515.22							
99180922	12/9/2022		100398 PUBLIC EMPLOYEES RETIREMENT ASSN						
		25,279.93			116434	120822901074	9101.2174		PERA-EMPLOYEE
		33,902.90			116435	120822901075	9101.2183		PERA-EMPLOYER
		59,182.83							
99190922	12/9/2022		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		10,652.74			116429	1208229010711	9101.2175		DEFERRED COMPENSAT
		10,652.74							
99220118	12/23/2022		100301 MN CHILD SUPPORT PAYMENT CNTR						
		88.91			116569	1219221014102	9101.2185		GARNISHMENTS/SUPPO
		88.91							
99530227	12/23/2022		101306 IRS						
		215.78			116571	1219221014104	9101.2171		FEDERAL WITHHOLDING
		1,262.44			116572	1219221014105	9101.2173		FICA & MEDICARE-EMPL
		1,262.44			116573	1219221014106	9101.2182		FICA & MEDICARE-EMPL
		375.00			116580	1219221544124	9101.2171		FEDERAL WITHHOLDING
		254.50			116581	1219221544125	9101.2173		FICA & MEDICARE-EMPL
		254.50			116582	1219221544126	9101.2182		FICA & MEDICARE-EMPL
		25,237.64			116625	1221221438147	9101.2171		FEDERAL WITHHOLDING
		15,348.11			116626	1221221438148	9101.2173		FICA & MEDICARE-EMPL
		15,348.11			116627	1221221438149	9101.2182		FICA & MEDICARE-EMPL
		59,558.52							
99547144	12/23/2022		100223 ICMA RETIREMENT TRUST 457						
		1,668.00			116615	1221221438141	9101.2175		DEFERRED COMPENSAT
		1,668.00							

CITY OF RAMSEY
 Council Check Register by GL
 Council Check Register and Summary

12/8/2022 - 12/30/2022

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99547144	12/23/2022		100223 ICMA RETIREMENT TRUST 457						Continued.
99682075	12/23/2022		100398 PUBLIC EMPLOYEES RETIREMENT ASSN						
		108.33			116577	1219221544121	9101.2174		PERA-EMPLOYEE
		108.33			116578	1219221544122	9101.2183		PERA-EMPLOYER
		25,285.67			116622	1221221438144	9101.2174		PERA-EMPLOYEE
		33,864.05			116623	1221221438145	9101.2183		PERA-EMPLOYER
		<u>59,366.38</u>							
99850016	12/23/2022		100601 MN DEPT OF REV.WH						
		151.84			116570	1219221014103	9101.2172		STATE WITHHOLDING
		50.00			116579	1219221544123	9101.2172		STATE WITHHOLDING
		12,066.56			116624	1221221438146	9101.2172		STATE WITHHOLDING
		<u>12,268.40</u>							
		<u>2,774,187.83</u>	Grand Total						

Payment Instrument Totals	
Checks	423,022.35
EFT Payments	313,711.32
A/P ACH Payment	<u>2,037,454.16</u>
Total Payments	2,774,187.83

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3541
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument Check Payment
 Pay Through Date 12/31/2022

Payee Number Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
119782 A & B CONSTRUCTION LTD A & B CONSTRUCTION LTD 30810 200TH STREET HARPER IA 52231	PROJ 22-10 PW SALT SHED	PV 116574 001 09438	12/19/2022	12192022	471,703.50
				Summary Total	471,703.50
				Payment Amount	471,703.50
117700 A HARD DAYS NIGHT TRIBUTE TO THE BEATLES	DEPOSIT FOR 2023 CONCERT	PV 116459 001 00999	12/7/2022	120722	375.00
A HARD DAYS NIGHT TRIBUTE TO THE BEATLES 7360 GALLAGHER DRIVE APT 101 EDINA MN 55435				Summary Total	375.00
				Payment Amount	375.00
116014 ACCAP RESOURCE GUIDE ACCAP RESOURCE GUIDE 1201 89TH AVENUE NE SUITE #345 BLAINE MN 55434		PV 116592 001 00999	12/12/2022	12122022	60.00
				Summary Total	60.00
				Payment Amount	60.00
102953 AMERIGAS OF ANOKA AMERIGAS OF ANOKA P O BOX 660288 DALLAS TX 75266-0288		PV 116538 001 00999	11/30/2022	805543145	57.85
				Summary Total	57.85
				Payment Amount	57.85
111311 APACHE LOCK AND KEY APACHE LOCK AND KEY 1000 87TH AVENUE NW COON RAPIDS MN 55433	Prop Mgmt 6701 Hwy 10	PV 116565 001 00999	12/1/2022	7132022	192.50
				Summary Total	192.50
				Payment Amount	192.50
100063 ASPEN MILLS ASPEN MILLS 8201 C CENTRAL AVE NE SPRING LAKE PARK MN 55432		PV 116483 001 00999	12/6/2022	305031	1,377.13
				Summary Total	1,377.13
		PV 116593 001 00999	12/13/2022	305454	34.99
				Summary Total	34.99
		PV 116596 001 00999	12/13/2022	305501	817.60

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 Pay Through Date 12/31/2022

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
			Summary Total			817.60
			PV 116603 001 00999	12/13/2022	305420	495.48
			Summary Total			495.48
			PV 116604 001 00999	12/14/2022	305603	94.15
			Summary Total			94.15
			PV 116605 001 00999	12/14/2022	305608	14.85
			Summary Total			14.85
			PV 116690 001 00999	12/19/2022	305815	470.48
			Summary Total			470.48
			Payment Amount			3,304.68
119785	BARNUM COMPANIES		PV 116674 001 00999	12/14/2022	35106	376.25
	BARNUM COMPANIES 23950 LAKE BLVD N FOREST LAKE MN 55025		Summary Total			376.25
			Payment Amount			376.25
108513	BLAINE LOCK AND SAFE INC		PV 116664 001 00999	12/15/2022	28690	364.00
	BLAINE LOCK AND SAFE INC 10136 SUNSET AVENUE BLAINE MN 55014		Summary Total			364.00
			Payment Amount			364.00
119794	CENTERPOINT ENERGY RESOURCES CORP	PERMIT CANCELLED	PV 116683 001 00999	12/21/2022	12212022	26.00
	CENTERPOINT ENERGY RESOURCES CORP 6161 GOLDEN VALLEY ROAD BLDG A GOLDEN VALLEY MN 55422		Summary Total			26.00
			Payment Amount			26.00
119134	CINTAS (FIRST AID VENDOR)		PV 116549 001 00999	12/5/2022	5135488922	28.40
	CINTAS PO BOX 631025 CINCINNATI OH 45263-1025		Summary Total			28.40
			Payment Amount			28.40
112411	COUNTRY SIDE SERVICES		PV 116687 001 00999	12/20/2022	1-109676	778.90

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CITY OF RAMSEY
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 Payment Instrument Check Payment
 Pay Through Date 12/31/2022

Payee Number Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
1270 GLEN AVENUE MOORESTOWN NJ 08057					1,077.40
				Payment Amount	
117332 HEARTLAND TIRE INC		PV 116675 001 00999	12/15/2022	9031293	1,003.47
HEARTLAND TIRE INC 7151 RIVERDALE DRIVE NW RAMSEY MN 55303				Summary Total	1,003.47
		PV 116688 001 00999	12/20/2022	9031363	60.00
				Summary Total	60.00
		PV 116700 001 00999	12/19/2022	9031336	1,480.00
				Summary Total	1,480.00
				Payment Amount	2,543.47
115760 HENRY SCHEIN INC		PD 116589 001 00999	12/28/2022	22045369	53.72-
HENRY SCHEIN INC DEPT CH 10241 PALATINE IL 60055-0241				Summary Total	53.72-
		PV 116590 001 00999	12/7/2022	30217921	79.04
				Summary Total	79.04
		PV 116649 001 00999	12/14/2022	30217922	67.50
				Summary Total	67.50
				Payment Amount	92.82
100256 LANO EQUIPMENT INC		PV 116476 001 00999	12/8/2022	02-960795	294.40
LANO EQUIPMENT INC 6140 HIGHWAY 10 NW ANOKA MN 55303				Summary Total	294.40
		PV 116541 001 00999	12/7/2022	02-960389	63.12
				Summary Total	63.12
				Payment Amount	357.52
119036 LEADERSHIP GROWTH GROUP		PV 116563 001 00999	12/5/2022	23216	600.00
LEADERSHIP GROWTH GROUP 71 WEST GOLDEN LAKE ROAD CIRCLE PINES MN 55014				Summary Total	600.00
		PV 116567 001 00999	12/5/2022	22217B	142.43
				Summary Total	142.43
				Payment Amount	742.43
117248 LUXE LLC		PV 116467 001 00999	12/5/2022	2232	1,850.00
LUXE LLC 28134 140TH STREET NW				Summary Total	1,850.00
		PV 116468 001 00999	12/5/2022	2230	3,850.00

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3541
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument Check Payment
 Pay Through Date 12/31/2022

Payee Number Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
ZIMMERMAN MN 55398					Summary Total 3,850.00
		PV 116469 001 00999	12/5/2022	2231	2,200.00
					Summary Total 2,200.00
					Payment Amount 7,900.00
108208 METRO PRODUCTS INC		PV 116669 001 00999	12/7/2022	170842	15.30
METRO PRODUCTS INC 7401 CENTRAL AVENUE NE					Summary Total 15.30
		PV 116672 001 00999	12/7/2022	170841	210.09
FRIDLEY MN 55432					Summary Total 210.09
		PV 116673 001 00999	12/7/2022	170840	37.40
					Summary Total 37.40
					Payment Amount 262.79
118388 MITCHELL 1		PV 116552 001 00999	11/21/2022	IB28440459	80.00
MITCHELL 1 25029 NETWORK PLACE CHICAGO IL 60673-1250					Summary Total 80.00
					Payment Amount 80.00
107333 MN DEPT OF LABOR AND INDUSTRY		PV 116460 001 00999	11/26/2022	ABR0296804X	10.00
MN DEPT OF LABOR AND INDUSTRY FSO PO BOX 64219 ST PAUL MN 55164-0219					Summary Total 10.00
					Payment Amount 10.00
107333 MN DEPT OF LABOR AND INDUSTRY		PV 116463 001 00999	11/26/2022	ALR0141642X	100.00
MN DEPT OF LABOR AND INDUSTRY FSO PO BOX 64219 ST PAUL MN 55164-0219					Summary Total 100.00
					Payment Amount 100.00
107333 MN DEPT OF LABOR AND INDUSTRY		PV 116464 001 00999	11/26/2022	ABR0296212X	40.00
MN DEPT OF LABOR AND INDUSTRY FSO PO BOX 64219 ST PAUL MN 55164-0219					Summary Total 40.00
					Payment Amount 40.00

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3541
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGJS004V
 Originator JMORRISON
 Payment Instrument Check Payment
 Pay Through Date 12/31/2022

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number Number	Item Itm	Co	Due Date	Invoice Number	Payment Amount
107333	MN DEPT OF LABOR AND INDUSTRY		PV	116548	001	00999	11/26/2022	ABR0297107X	20.00
	MN DEPT OF LABOR AND INDUSTRY FSO PO BOX 64219 ST PAUL MN 55164-0219							Summary Total	20.00
								Payment Amount	20.00
107333	MN DEPT OF LABOR AND INDUSTRY		PV	116703	001	00999	11/26/2022	ALR0141631X	200.00
	MN DEPT OF LABOR AND INDUSTRY FSO PO BOX 64219 ST PAUL MN 55164-0219							Summary Total	200.00
								Payment Amount	200.00
100345	NAPA AUTO PARTS ELK RIVER		PV	116537	001	00999	12/6/2022	186968	15.55
	NAPA AUTO PARTS ELK RIVER 17137 YALE STREET NW P O BOX 1041 ELK RIVER MN 55330							Summary Total	15.55
								Payment Amount	15.55
100359	NORTH METRO MAYORS ASSN		PV	116695	001	00999	12/12/2022	99000644	11,303.00
	NORTH METRO MAYORS ASSN 1000 WESTGATE DRIVE SUITE 252 ST PAUL MN 55114							Summary Total	11,303.00
								Payment Amount	11,303.00
100360	NORTH STAR TOWING INC		PV	116479	001	00999	11/30/2022	86919	270.00
	NORTH STAR TOWING INC 833 NORTH STREET ANOKA MN 55303							Summary Total	270.00
			PV	116488	001	00999	11/28/2022	87708	167.00
								Summary Total	167.00
								Payment Amount	437.00
119638	O'REILLY AUTO PARTS		PV	116550	001	00999	12/5/2022	6193-108795	52.99
	O'REILLY AUTO PARTS							Summary Total	52.99

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3541
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument Check Payment
 Pay Through Date 12/31/2022

Payee Number Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
PO BOX 9464		PV 116551 001 00999	12/5/2022	6193-108810	14.25
SPRINGFIELD MO 65801-9464		Summary Total			14.25
		PV 116553 001 00999	12/5/2022	6193-108794	11.90
		Summary Total			11.90
		PV 116555 001 00999	12/6/2022	6193-108884	12.02
		Summary Total			12.02
		PV 116560 001 00999	12/8/2022	6193-109032	28.59
		Summary Total			28.59
		Payment Amount			119.75
111368 POLLARDWATER		PV 116509 001 00999	11/25/2022	0226415	193.25
POLLARDWATER		Summary Total			193.25
P O BOX 417592		PD 116510 001 00999	12/28/2022	CMC226415	166.95-
BOSTON MA 02241-7592		Summary Total			166.95-
		PV 116654 001 00999	12/5/2022	0226988	327.07
		Summary Total			327.07
		Payment Amount			353.37
119787 POWERHOUSE ELECTRIC INC	DUPLICATE PERMIT	PV 116691 001 00999	12/16/2022	12162022	21.00
POWERHOUSE ELECTRIC INC		Summary Total			21.00
1958 RASPBERRY LANE					
SHAKOPEE MN 55379		Payment Amount			21.00
112959 PREMIUM WATERS INC		PV 116586 001 00999	11/30/2022	621331-11-22	45.95
PREMIUM WATERS INC		Summary Total			45.95
P O BOX 9128		PV 116587 001 00999	11/30/2022	621332-11-22	61.85
MINNEAPOLIS MN 55480-9128		Summary Total			61.85
		Payment Amount			107.80
100421 REGAL AWARDS AND TROPHIES	Regal 12/12/22 Plaque Heineman	PV 116696 001 00999	12/12/2022	12122022	75.00
REGAL AWARDS AND TROPHIES		Summary Total			75.00
15454 HEMATITE STREET NW					
ANOKA MN 55303		Payment Amount			75.00

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3541
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument Check Payment
 Pay Through Date 12/31/2022

Payee Number Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
111128 SHERBURNE COUNTY SHERIFFS OFFICE		PV 116481 001 00999	12/6/2022	0202212-RPD	120.00
SHERBURNE COUNTY SHERIFFS OFFICE 13880 BUSINESS CENTER DRIVE NW ELK RIVER MN 55330				Summary Total	120.00
				Payment Amount	120.00
118921 SHRED RIGHT		PV 116482 001 00999	12/5/2022	588723	1,170.00
SHRED RIGHT 6301 W OLD SHAKOPEE ROAD SUITE A BLOOMINGTON MN 55438				Summary Total	1,170.00
		PV 116597 001 00999	12/8/2022	589732	17.73
				Summary Total	17.73
				Payment Amount	1,187.73
117375 STARK, KAREN A		PV 116667 001 00999	12/16/2022	121622	105.00
KAREN A STARK 6854 139TH LANE NW #6 RAMSEY MN 55303				Summary Total	105.00
				Payment Amount	105.00
118467 SUPERIOR BUILDERS INC	PARTIAL CANCELLATION OF PERMIT	PV 116610 001 00999	12/14/2022	12142022	80.00
SUPERIOR BUILDERS INC 6361 SUNFISH LAKE COURT NW #400 RAMSEY MN 55303				Summary Total	80.00
				Payment Amount	80.00
108110 TRI COUNTY LAW ENFORCEMENT ASSOCIATION		PV 116591 001 00999	12/1/2022	12012022	75.00
TRICNTY LAWENFMNTASSC C/O LEGAL FOR GOOD 5353 GAMBLE DRIVE SUITE 320 ST LOUIS PARK MN 55416				Summary Total	75.00
				Payment Amount	75.00
119760 VERIZON (CASE INVOICES)		PV 116486 001 00999	12/8/2022	9022310200	50.00
VERIZON WIRELESS SERVICES LLC 180 WASHINGTON VALLEY ROAD #E2510 BEDMINSTER NJ 07921				Summary Total	50.00

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3542
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 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
107867 ABM EQUIPMENT LLC		PV 116689 001 00999	12/15/2022	0172769-IN	16,487.47
ABM EQUIPMENT LLC 333 2ND STREET NE HOPKINS MN 55343		Summary Total			16,487.47
		Payment Amount			16,487.47
117651 ACCESS MECHANICAL INC		PV 116465 001 00999	12/6/2022	022321-1410	640.00
ACCESS MECHANICAL INC 15901 FOX STREET NW ANDOVER MN 55304		Summary Total			640.00
		PV 116466 001 00999	12/6/2022	022321-1411	950.00
		Summary Total			950.00
		PV 116514 001 00999	12/10/2022	022321-1418	715.00
		Summary Total			715.00
		Payment Amount			2,305.00
117343 AMAZON CAPITAL SERVICES INC		PV 116516 001 00999	12/12/2022	1DYW-7P77-T1HX	189.84
AMAZON CAPITAL SERVICES INC PO BOX 035184 SEATTLE WA 98124-5184		Summary Total			189.84
		PV 116595 001 00999	12/12/2022	1VF3-7KP9-T4DR	104.98
		Summary Total			104.98
		Payment Amount			294.82
109256 AMERICAN ENGINEERING TESTING INC		PV 116612 001 00999	11/29/2022	INV-106740	612.50
AMERICAN ENGINEERING TESTING INC PO BOX 860678 MINNEAPOLIS MN 55486		Summary Total			612.50
		PV 116613 001 00999	11/29/2022	INV-105389	842.50
		Summary Total			842.50
		Payment Amount			1,455.00
100043 ANOKA COUNTY PROPERTY RECORDS TAXATION	Anoka County Recording	PV 116513 001 00999	11/30/2022	11302022	138.00
ANOKA COUNTY PROPERTY RECORDS TAXATION 2100 - 3RD AVENUE ANOKA MN 55303		Summary Total			138.00
		Payment Amount			138.00
107587 ANOKA COUNTY TREASURY DEPARTMENT		PV 116594 001 00999	12/13/2022	AR020483	103.42

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3542
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 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
	ANOKA COUNTY TREASURY DEPARTMENT 2100 3RD AVE STE 300 ANOKA MN 55303-5029							Summary Total 103.42
								Payment Amount 103.42
106346	BAUER BUILT INCORPORATED BAUER BUILT INCORPORATED 8270 W 35W SERVICE DR NE BLAINE MN 55449	PV	116539	001	00999	12/6/2022	940094501	490.36
								Summary Total 490.36
								Payment Amount 490.36
100647	BOLTON AND MENK INC BOLTON AND MENK INC 1960 PREMIER DRIVE MANKATO MN 56001-5900	PV	116666	001	00999	12/16/2022	0303359	1,370.00
								Summary Total 1,370.00
		PV	116682	001	00999	12/16/2022	0303362	145.00
								Summary Total 145.00
		PV	116684	001	00999	12/16/2022	0303357	3,480.50
								Summary Total 3,480.50
	COR Infrastructure Admin	PV	116693	001	00999	12/16/2022	0303354	957.50
								Summary Total 957.50
		PV	116694	001	00999	12/16/2022	0303356	1,344.00
								Summary Total 1,344.00
		PV	116698	001	00999	12/16/2022	0303355	3,915.00
								Summary Total 3,915.00
		PV	116699	001	00999	12/16/2022	0303353	350.00
								Summary Total 350.00
		PV	116702	001	00999	12/16/2022	0303361	8,592.50
								Summary Total 8,592.50
		PV	116704	001	00999	12/16/2022	0303360	507.50
								Summary Total 507.50
								Payment Amount 20,662.00
103641	BOYER TRUCKS BOYER TRUCKS P O BOX 512 ST MICHAEL MN 55376	PV	116545	001	00999	12/9/2022	003P30928	27.14
								Summary Total 27.14
		PV	116676	001	00999	12/16/2022	003P31249	88.11
								Summary Total 88.11
								Payment Amount 115.25

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 Pay Through Date 12/31/2022

Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
116845	CADY BUSINESS TECHNOLOGIES INC		PV	116511	001	00999	12/2/2022	IN-800107283386	39.00
	CADY BUSINESS TECHNOLOGIES INC 3030 HARBOR LANE SUITE 104 PLYMOUTH MN 55447							Summary Total	39.00
								Payment Amount	39.00
116197	CINTAS CORPORATION		PV	116554	001	00999	12/2/2022	4139196418	31.00
	CINTAS CORPORATION CINTAS LOC #4K P O BOX 650838 DALLAS TX 75265-0838							Summary Total	31.00
			PV	116559	001	00999	12/9/2022	4139907521	75.27
								Summary Total	75.27
			PV	116663	001	00999	12/16/2022	4140604047	60.14
								Summary Total	60.14
			PV	116685	001	00999	12/16/2022	4140604025	31.00
								Summary Total	31.00
								Payment Amount	197.41
116439	COMPASS GROUP NAD/CANTEEN VENDING		PV	116601	001	00999	12/13/2022	MSP58080	148.52
	CANTEEN VENDING P O BOX 91337 CHICAGO IL 60693-1337							Summary Total	148.52
								Payment Amount	148.52
100141	DAVE PERKINS CONTRACTING INC		PV	116650	001	00999	12/9/2022	28405	8,707.00
	DAVE PERKINS CONTRACTING INC 19745 NOWTHEN BLVD NW ANOKA MN 55303-9655							Summary Total	8,707.00
			PV	116651	001	00999	12/9/2022	28406	4,602.00
								Summary Total	4,602.00
			PV	116652	001	00999	12/14/2022	28409	3,300.00
								Summary Total	3,300.00
								Payment Amount	16,609.00
100144	DEHN OIL COMPANY		PV	116542	001	00999	12/7/2022	25202541	2,495.43
	DEHN OIL COMPANY 6735 141ST AVENUE NW RAMSEY MN 55303							Summary Total	2,495.43
			PV	116546	001	00999	12/7/2022	25202542	3,475.04
								Summary Total	3,475.04
			PV	116678	001	00999	12/15/2022	95359	2,380.50

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CITY OF RAMSEY
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount	
									Summary Total	2,380.50
			PV	116679	001	00999	12/15/2022	95358		3,925.00
									Summary Total	3,925.00
			PV	116681	001	00999	12/19/2022	25203024		274.56
									Summary Total	274.56
									Payment Amount	12,550.53
118116	DTN LLC		PV	116680	001	00999	11/4/2022	6212335		435.00
	DTN LLC								Summary Total	435.00
	18205 CAPITOL AVENUE SUITE 100									
	OMAHA NE 68022								Payment Amount	435.00
100158	ECM PUBLISHERS INC		PV	116470	001	00999	12/2/2022	923064		64.50
	ECM PUBLISHERS INC								Summary Total	64.50
	4095 COON RAPIDS BLVD		PV	116471	001	00999	12/2/2022	923063		69.87
	COON RAPIDS MN 55433								Summary Total	69.87
			PV	116472	001	00999	12/2/2022	923065		112.87
									Summary Total	112.87
		Inv #923999	PV	116562	001	00999	12/9/2022	923999		53.75
									Summary Total	53.75
			PV	116564	001	00999	11/30/2022	32136		20.00
									Summary Total	20.00
			PV	116697	001	00999	12/16/2022	924969		53.75
									Summary Total	53.75
									Payment Amount	374.74
114680	ELECTRICAL PRODUCTION SERVICES INC		PV	116665	001	00999	12/20/2022	8494		830.00
	ELECTRICAL PRODUCTION SERVICES INC								Summary Total	830.00
	4201 NOREX DRIVE SUITE 200									
	CHASKA MN 55318								Payment Amount	830.00
113321	FACTORY MOTOR PARTS CO		PV	116670	001	00999	12/12/2022	6-1636372		309.08
	FACTORY MOTOR PARTS CO								Summary Total	309.08
	BIN 139107		PV	116671	001	00999	12/12/2022	1-8229444		118.50

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Item Number	Co	Due Date	Invoice Number	Payment Amount
	P O BOX 9107 MINNEAPOLIS MN 55480-9107							Summary Total 118.50
								Payment Amount 427.58
107099	FASTENAL FASTENAL COMPANY P O BOX 1286 WINONA MN 55987		PV	116544	001	00999	12/7/2022 MNTC8206189	3.21
								Summary Total 3.21
			PV	116547	001	00999	12/9/2022 MNTC8206235	12.79
								Summary Total 12.79
								Payment Amount 16.00
106428	FORCE AMERICA INC FORCE AMERICA INC 501 EAST CLIFF ROAD SUITE 100 BURNSVILLE MN 55337		PV	116677	001	00999	12/16/2022 001-1691718	558.68
								Summary Total 558.68
								Payment Amount 558.68
100186	FRANKENSIGNS INC FRANKENSIGNS 9991 GOODHUE STREET NE P O BOX 490301 BLAINE MN 55449		PV	116515	001	00999	11/29/2022 279726	75.00
								Summary Total 75.00
								Payment Amount 75.00
116933	GREAT PLAINS FIRE INC GREAT PLAINS FIRE INC 17277 230TH STREET FERGUS FALLS MN 56537		PV	116661	001	00999	12/14/2022 7250	312.37
								Summary Total 312.37
								Payment Amount 312.37
112564	GROUP HEALTH INC WORKSITE GROUP HEALTH INC WORKSITE M.S. # 21109A P O BOX 1309 MINNEAPOLIS MN 55440-1309		PV	116461	001	00999	11/30/2022 W850678	97.00
								Summary Total 97.00
								Payment Amount 97.00
100209	HAKANSON ANDERSON ASSOC INC		PV	116611	001	00999	12/14/2022 49888	3,200.00

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Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	HAKANSON ANDERSON ASSOC INC 3601 THURSTON AVENUE ANOKA MN 55303-1063								Summary Total 3,200.00
									Payment Amount 3,200.00
100211	HAWKINS INC HAWKINS INC P O BOX 860263 MINNEAPOLIS MN 55486-0263		PV	116653	001	00999	12/15/2022	6359511	160.00
									Summary Total 160.00
									Payment Amount 160.00
119271	HOLOSUN TECHNOLOGIES INC HOLOSUN TECHNOLOGIES INC 821 ECHELON COURT CITY OF INDUSTRY CA 91744		PV	116602	001	00999	12/14/2022	INV4664	1,736.40
									Summary Total 1,736.40
									Payment Amount 1,736.40
104027	INK WIZARDS INC INK WIZARDS INC 9958 HIGHWAY 10 NW ELK RIVER MN 55330		PV	116477	001	00999	12/8/2022	8299	110.00
									Summary Total 110.00
									Payment Amount 110.00
107539	LANDSCAPE ARCHITECTURE INC LANDSCAPE ARCHITECTURE INC 2350 BAYLESS PLACE ST PAUL MN 55114		PV	116561	001	00999	12/12/2022	1	1,830.00
									Summary Total 1,830.00
									Payment Amount 1,830.00
100266	LOGIS LOCAL GOVERNMENT INFORMATION SYSTEMS ASS 5750 DULUTH STREET GOLDEN VALLEY MN 55422-4036		PV	116657	001	00999	12/13/2022	53038	390.00
									Summary Total 390.00
			PV	116658	001	00999	12/15/2022	53077	7,776.96
									Summary Total 7,776.96
			PV	116659	001	00999	12/1/2022	52980	19,974.00
									Summary Total 19,974.00
									Payment Amount 28,140.96

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Payee Number Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
113658 MARCO		PV 116512 001 00999	12/9/2022	INV10663886	1,053.50
MARCO NW 7128 PO BOX 1450 MINNEAPOLIS MN 55485-7128		Summary Total			1,053.50
		Payment Amount			1,053.50
100284 MENARDS ELK RIVER		PV 116478 001 00999	12/2/2022	064886	121.76
MENARDS ELK RIVER 19521 EVANS STREET NW ELK RIVER MN 55330-1077		Summary Total			121.76
		PV 116600 001 00999	12/9/2022	65256	69.64
		Summary Total			69.64
		Payment Amount			191.40
100285 MET COUNCIL ENVIRONMENTAL SRV		PV 116475 001 00999	12/5/2022	0001148976	94,908.25
MET COUNCIL ENVIRONMENTAL SRV P O BOX 856513 MINNEAPOLIS MN 55485-6513		Summary Total			94,908.25
		Payment Amount			94,908.25
119798 MOHAWK LIFTS LLC		PV 116701 001 00999	12/19/2022	7179	18,906.53
MOHAWK LIFTS LLC PO BOX 110 65 VROOMAN AVE AMSTERDAM NY 12010		Summary Total			18,906.53
		Payment Amount			18,906.53
101234 NORTH VALLEY, INC	PROJ 22-04 NEGHBRHD OVERLAY	PV 116575 001 09435	12/19/2022	12192022	41,521.57
NORTH VALLEY, INC 20015 IGUANA STREET NW #100 NOWTHEN MN 55330	PROJ 22-06 WOODPONDHILLS RECON	Summary Total			41,521.57
		PV 116576 001 09435	12/19/2022	12192022 A	46,060.16
		Summary Total			46,060.16
		Payment Amount			87,581.73
100363 NORTHERN SANITARY SUPPLY CO		PV 116588 001 00999	12/13/2022	205894	284.12
NORTHERN SANITARY SUPPLY CO 341 COON RAPIDS BLVD MINNEAPOLIS MN 55433		Summary Total			284.12
		Payment Amount			284.12

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 Pay Through Date 12/31/2022

Payee		Stub	Document			Due	Invoice	Payment	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount
115071	NORTHLAND OCCUPATIONAL HEALTH		PV	116473	001	00999	12/6/2022	16798	150.00
	NORTHLAND OCCUPATIONAL HEALTH 7533 SUNWOOD DRIVE NW SUITE 212 RAMSEY MN 55303								Summary Total 150.00
			PV	116474	001	00999	12/6/2022	16797	50.00
									Summary Total 50.00
									Payment Amount 200.00
110480	OPUS 21 MANAGEMENT SOLUTIONS	Inv #221169	PV	116647	001	00999	12/19/2022	221169	631.70
	OPUS 21 MANAGEMENT SOLUTIONS 680 COMMERCE DRIVE SUITE 160 WOODBURY MN 55125								Summary Total 631.70
									Payment Amount 631.70
112824	PARKPLACE STUDIO		PV	116480	001	00999	12/5/2022	12052022	3,195.00
	PARKPLACE STUDIO 6093 146TH LANE NW RAMSEY MN 55303								Summary Total 3,195.00
			PV	116648	001	00999	12/15/2022	12152022	150.00
									Summary Total 150.00
			PV	116662	001	00999	12/15/2022	121522	1,300.00
									Summary Total 1,300.00
									Payment Amount 4,645.00
112421	PERRILL		PV	116558	001	00999	12/1/2022	258936	200.00
	PERRILL 110 CHESHIRE LANE SUITE 105 MINNETONKA MN 55305								Summary Total 200.00
									Payment Amount 200.00
106216	PIONEER RIM & WHEEL COMPANY		PV	116543	001	00999	12/6/2022	01CP7531	196.08
	PIONEER RIM & WHEEL COMPANY PO BOX 68129 MINNEAPOLIS MN 55418								Summary Total 196.08
									Payment Amount 196.08
116092	ROADKILL ANIMAL CONTROL		PV	116556	001	00999	11/30/2022	11302022	279.00

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 Pay Through Date 12/31/2022

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	ROADKILL ANIMAL CONTROL 520 HAROLD DRIVE BURNSVILLE MN 55337								Summary Total 279.00
									Payment Amount 279.00
100431	SAFETY KLEEN CORPORATION		PV	116540	001	00999	12/6/2022	CN15910914	110.97
	SAFETY KLEEN CORPORATION PO BOX 975201 DALLAS TX 75397-5201								Summary Total 110.97
									Payment Amount 110.97
119121	SLOTH INSPECTIONS INC		PV	116599	001	00999	11/30/2022	11302022	4,075.16
	SLOTH INSPECTIONS INC 2089 175TH LANE NW ANDOVER MN 55304								Summary Total 4,075.16
									Payment Amount 4,075.16
108703	STERLING TROPHY		PV	116484	001	00999	11/15/2022	30544	15.00
	STERLING TROPHY 3824 7TH AVENUE ANOKA MN 55303								Summary Total 15.00
									Payment Amount 15.00
100469	STREICHER'S POLICE EQUIPMENT		PV	116485	001	00999	12/5/2022	11603851	1,486.62
	STREICHER'S POLICE EQUIPMENT 10911 WEST HWY 55 MINNEAPOLIS MN 55441								Summary Total 1,486.62
			PV	116606	001	00999	12/11/2022	11604877	1,057.62
									Summary Total 1,057.62
			PV	116607	001	00999	12/13/2022	11605433	54.99
									Summary Total 54.99
			PV	116608	001	00999	12/13/2022	11605432	111.96
									Summary Total 111.96
			PD	116609	001	00999	12/31/2022	CM294605	244.99-
									Summary Total 244.99-
									Payment Amount 2,466.20
117483	TAFT STETTINIUS AND	TIF 14 Special TIF	PV	116692	001	00999	12/14/2022	4103714	950.00

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Payee Number Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
HOLLISTER LLP TAFT STETTINIUS AND HOLLISTER LLP P O BOX 64591 ST PAUL MN 55164-0591	Legislation				Summary Total 950.00 Payment Amount 950.00
100485 TIMESAVER OFF SITE SECRETARIAL INC		PV 116462 001 00999	11/30/2022	M27810	699.63
TIMESAVER OFF SITE SECRETARIAL INC 21021 KAROLINE COURT N	Inv #M27845	PV 116660 001 00999	12/14/2022	M27845	Summary Total 699.63 808.76
FOREST LAKE MN 55025					Summary Total 808.76 Payment Amount 1,508.39
112688 TITAN MACHINERY TITAN MACHINERY 14375 JAMES ROAD ROGERS MN 55374		PV 116557 001 00999	12/7/2022	17865226 GP	344.18
					Summary Total 344.18 Payment Amount 344.18
112024 TOWMASTER TOWMASTER 61381 US HWY 12 LITCHFIELD MN 55355		PV 116686 001 00999	12/14/2022	455470	88.28
					Summary Total 88.28 Payment Amount 88.28
Total Amount to be Processed					328,535.00
Total Number of Payments to be Processed					49

Checks \$ 520,200.95
 ACH \$ 328,535.00

Accts Payable total = \$ 848,735.95

Pay applications - \$ 559,285.23
 Regular Payables - 289,450.72
 Acct Payable total \$ 848,735.95

CC Regular Session

5. 6.

Meeting Date: 01/10/2023

By: Jennifer Morrison, Finance

Information

Title

Adopt Resolution #23-022 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of December 28, 2022 through January 4, 2023.

Purpose/Background:

Adopt Resolution #23-022 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of December 28, 2022 through January 4, 2023.

Recommendation:

Staff Recommends to Adopt Resolution #23-022 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of December 28, 2022 through January 4, 2023.

Action:

Motion to Adopt Resolution #23-022 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of December 28, 2022 through January 4, 2023.

Attachments

Resolution 23-022

Bills List 1/10/2023

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	01/05/2023 09:55 AM
Brian Hagen	Jennifer Morrison	01/05/2023 10:07 AM
Diana Lund	Diana Lund	01/05/2023 10:38 AM
Brian Hagen	Brian Hagen	01/05/2023 11:51 AM
Form Started By: Jennifer Morrison		Started On: 01/05/2023 09:42 AM
Final Approval Date: 01/05/2023		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #23-022

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF DECEMBER 28, 2022, THROUGH JANUARY 4, 2023.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of December 28, 2022, through January 4, 2023 in the amount of \$256,570.62 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 December 28, 2022, through January 4, 2023, in the amount of \$256,570.62.

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

Mayor
Councilmember
Councilmember
Councilmember
Councilmember
Councilmember
Councilmember

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

None

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of January, 2023.

Mayor

ATTEST:

City Clerk

Resolution #23-022

Page 2 of 2

RAMSEY CITY COUNCIL MEETING
1.10.23
BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Prepays 12.28.2022 - 1.4.2023	\$ 201,224.46
Accounts Payable 12.28.2022 - 1.4.2023	55,346.16
Payroll	
Payroll	
Debt Service	
Pay Estimates- Projects	

TOTAL SUBMITTED FOR APPROVAL THIS MEETING (Invoices Available for Reviewal)	\$ 256,570.62
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DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:

	APPROVED PREVIOUS MTG	2022 Y.T.D.
PREPAIDS	\$ 995,886.58	\$ 11,310,190.58
PREPAID ADJUSTMENTS		
ACCOUNTS PAYABLE INVOICING	289,450.72	7,772,419.66
ACCT PAYABLE INVOICING ADJUSTMENTS		
NET PAYROLL TOTAL	406,248.42	5,451,115.58
CORRECTION TO PAYROLL		
DEBT SERVICE	1,778,301.25	2,533,990.56
CORRECTION TO DEBT SERVICE		
PAY ESTIMATE(S) - PROJECTS	559,285.23	8,571,364.77

TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED	\$ 4,029,172.20	\$ 35,639,081.15
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Council Check Register by GL
Council Check Register and Summary

12/28/2022-- 1/4/2023

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
116127	12/28/2022		119799 BLACKJACK FARMS LLC						
		98,400.00	ELMCREST PARK ENTR LAND PURCH		116706	12282022	9805.6315		MISCELLANEOUS PROFE
		<u>98,400.00</u>							
116128	12/29/2022		100009 ACCAP RAMSEY TOWNHOMES						
		20,700.00	TIF 9 SITE IMPROVEMENT PAYMENT		116711	99122722 A	9209.6433		REFUNDS
		<u>20,700.00</u>							
116129	12/29/2022		110734 CITY OF RAMSEY						
		100.00	CASH PYMT FOR UB		116708	12292022	9601.4651		WATER REVENUE
		<u>100.00</u>							
116130	12/29/2022		119801 CUEVAS, MANUEL						
		92.07	REFUND ESCROW BALANCE		116713	A118548	9804.6433	00118548	REFUNDS
		<u>92.07</u>							
116131	12/29/2022		119809 DOBLE, BRADY						
		129.25	REFUND ESCROW BALANCE		116722	A119553	9804.6433	00119553	REFUNDS
		<u>129.25</u>							
116132	12/29/2022		119804 HUNT, JOSH						
		13.27	REFUND ESCROW BALANCE		116716	A119231	9804.6433	00119231	REFUNDS
		<u>13.27</u>							
116133	12/29/2022		119802 HUYNH, SANG & DANH, TOAN						
		521.10	REFUND ESCROW BALANCE		116714	A118929	9804.6433	00118929	REFUNDS
		<u>521.10</u>							
116134	12/29/2022		119807 JARVIS STREET ZONING AMENDMENT						
		103.74	REFUND ESCROW BALANCE		116720	A119316	9804.6433	00119316	REFUNDS
		<u>103.74</u>							
116135	12/29/2022		119806 NORDICK, TREVOR						
		208.26	REFUND ESCROW BALANCE		116719	A119269	9804.6433	00119269	REFUNDS
		<u>208.26</u>							
116136	12/29/2022		119805 SCHMITZ, CARMEN						
		602.76	REFUND ESCROW BALANCE		116717	A119239	9804.6433	00119239	REFUNDS
		<u>602.76</u>							
116137	12/29/2022		115092 SKOGQUIST, ALLEN						
		528.04	REFUND ESCROW BALANCE		116718	A119255	9804.6433	00119255	REFUNDS
		<u>528.04</u>							
116138	12/29/2022		119803 TROUT, DEREK						
		420.41	REFUND ESCROW BALANCE		116715	A119135	9804.6433	00119135	REFUNDS
		<u>420.41</u>							
116139	12/29/2022		119808 YOUR COMPUTER HERO						
		375.14	REFUND ESCROW BALANCE		116721	A119483	9804.6433	00119483	REFUNDS
		<u>375.14</u>							
1004587	12/30/2022		110402 ADVANCE AUTO PARTS						
		803.84	NOVEMBER 2022 STATMENT		116707	11302022	0311.6257		OTHER VEHICLE PARTS
		18.38	NOVEMBER 2022 STATMENT		116707	11302022	0311.6229		SHOP MATERIALS
		<u>822.22</u>							

Council Check Register by GL
 Council Check Register and Summary

12/28/2022 - 1/4/2023

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	
1004587	12/30/2022		110402 ADVANCE AUTO PARTS						Continued.	
1004588	12/30/2022		100031 ANOKA COUNTY							
		65,064.19	TIF 15 DECERT & RETURN EXCESS		116712	99122722	9215.6433		REFUNDS	
		12,871.20	REIMB TIF 1&8 PAYMENT IN ERROR		116723	12282022	9201.4115		DELINQUENT - TAX INCR	
		<u>77,935.39</u>								
1004589	12/30/2022		100647 BOLTON AND MENK INC							
		217.50	ADMINISTRATIVE ASSISTANCE		116710	0303358	9437.6530	00202205	IMPROVEMENTS OTHER	
		<u>217.50</u>								
99122922	12/29/2022		100219 HOME DEPOT COMMERCIAL ACCT PROGRAM							
		56.44	DECEMBER 2022 STATEMENT		116709	12312022	0194.6259		BUILDING MAINT/REPAIR	
		1.13	EARLY PAY DISCOUNT		116709	12312022	0194.6259		BUILDING MAINT/REPAIR	
		<u>55.31</u>								
		<u>201,224.46</u>	Grand Total							
							<u>Payment Instrument Totals</u>			
							Checks		122,194.04	
							EFT Payments		55.31	
							A/P ACH Payment		<u>78,975.11</u>	
							Total Payments		201,224.46	

R04570

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3546
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument Check Payment
 Pay Through Date 1/4/2023

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty Number	Item Itm	Company Co	Due Date	Invoice Number	Payment Amount
107591	ARMORTHANE BEDLINERS PLUS TRUCK ACCES.		PV	116742	001 00999	12/27/2022	17825	980.72
	ARMORTHANE BEDLINERS PLUS TRUCK ACCES. 14155 UNITY STREET NW RAMSEY MN 55303						Summary Total	980.72
							Payment Amount	980.72
100063	ASPEN MILLS		PV	116731	001 00999	12/21/2022	306043	254.00
	ASPEN MILLS 8201 C CENTRAL AVE NE						Summary Total	254.00
	SPRING LAKE PARK MN 55432		PV	116735	001 00999	12/20/2022	305916	364.30
							Summary Total	364.30
			PV	116737	001 00999	12/20/2022	305931	219.80
							Summary Total	219.80
			PV	116738	001 00999	12/28/2022	306249	63.80
							Summary Total	63.80
							Payment Amount	901.90
119785	BARNUM COMPANIES		PV	116762	001 00999	12/22/2022	35241	345.00
	BARNUM COMPANIES 23950 LAKE BLVD N FOREST LAKE MN 55025						Summary Total	345.00
							Payment Amount	345.00
104267	ELITE SANITATION		PV	116750	001 00999	12/26/2022	29355	195.76
	ELITE SANITATION PO BOX 526 ELK RIVER MN 55330						Summary Total	195.76
							Payment Amount	195.76
100256	LANO EQUIPMENT INC		PV	116767	001 00999	12/21/2022	02-963775	101.47
	LANO EQUIPMENT INC 6140 HIGHWAY 10 NW ANOKA MN 55303						Summary Total	101.47
							Payment Amount	101.47
110604	LIFE FITNESS		PV	116739	001 00999	12/8/2022	7248026	150.65
	LIFE FITNESS 2716 NETWORK PLACE CHICAGO IL 60673-1271						Summary Total	150.65

R04570

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3546
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument Check Payment
 Pay Through Date 1/4/2023

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number Number	Item Itm	Co	Due Date	Invoice Number	Payment Amount	
Payment Amount									150.65	
100270	MACQUEEN EQUIPMENT INC		PV	116753	001	00999	12/21/2022	P46576	267.78	
	MACQUEEN EQUIPMENT INC 1125 7TH STREET EAST ST PAUL MN 55106		Summary Total							267.78
Payment Amount									267.78	
108208	METRO PRODUCTS INC		PV	116751	001	00999	12/14/2022	170967	82.10	
	METRO PRODUCTS INC 7401 CENTRAL AVENUE NE FRIDLEY MN 55432		Summary Total							82.10
			PV	116752	001	00999	12/14/2022	170974	21.63	
Summary Total									21.63	
Payment Amount									103.73	
100345	NAPA AUTO PARTS ELK RIVER		PV	116769	001	00999	12/27/2022	189373	66.54	
	NAPA AUTO PARTS ELK RIVER 17137 YALE STREET NW P O BOX 1041 ELK RIVER MN 55330		Summary Total							66.54
Payment Amount									66.54	
116752	NORTH RISK PARTNERS- BEARENCE	Acct #107485	PV	116729	001	00999	12/19/2022	5639628	7,000.00	
	NORTH RISK PARTNERS- BEARENCE 2010 CENTRE POINTE BLVD MENDOTA HEIGHTS MN 55120		Summary Total							7,000.00
Payment Amount									7,000.00	
119638	O'REILLY AUTO PARTS	\$0.85 DISCOUNT TAKEN	PV	116760	001	00999	12/21/2022	6193-110172	41.42	
	O'REILLY AUTO PARTS PO BOX 9464 SPRINGFIELD MO 65801-9464		Summary Total							41.42
Payment Amount									41.42	
106648	STRATEGIC INSIGHTS INC	Inv# 219	PV	116730	001	00999	12/19/2022	22-PLAN-IT-219	800.00	
	STRATEGIC INSIGHTS INC		Summary Total							800.00

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R04570

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3547
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument T A/P ACH Payment
 Pay Through Date 1/4/2023

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
114549	CHETS SHOES INC		PV 116754 001 00999	12/19/2022	63110	443.99
	CHETS SHOES INC					Summary Total 443.99
	8870 RENDOVA STREET NE					
	CIRCLE PINES MN 55014					Payment Amount 443.99
116197	CINTAS CORPORATION		PV 116748 001 00999	12/22/2022	4141161354	45.50
	CINTAS CORPORATION					Summary Total 45.50
	CINTAS LOC #4K	PAYER #12455017	PV 116765 001 00999	12/23/2022	4141310302	75.27
	P O BOX 650838					Summary Total 75.27
	DALLAS TX 75265-0838					Payment Amount 120.77
113306	DEFINITIVE TECHNOLOGY SOLUTIONS INC		PV 116746 001 00999	12/22/2022	INV247265	370.25
	DEFINITIVE TECHNOLOGY SOLUTIONS INC					Summary Total 370.25
	9401 JAMES AVENUE SOUTH SUITE 162					
	BLOOMINGTON MN 55431-2549					Payment Amount 370.25
100144	DEHN OIL COMPANY		PV 116755 001 00999	12/21/2022	96815	2,755.00
	DEHN OIL COMPANY					Summary Total 2,755.00
	6735 141ST AVENUE NW		PV 116756 001 00999	12/21/2022	96814	3,875.00
	RAMSEY MN 55303					Summary Total 3,875.00
						Payment Amount 6,630.00
100158	ECM PUBLISHERS INC		PV 116749 001 00999	12/23/2022	925956	118.25
	ECM PUBLISHERS INC					Summary Total 118.25
	4095 COON RAPIDS BLVD					
	COON RAPIDS MN 55433					Payment Amount 118.25
106428	FORCE AMERICA INC		PV 116761 001 00999	12/15/2022	001-1691328	270.90
	FORCE AMERICA INC					Summary Total 270.90
	501 EAST CLIFF ROAD SUITE 100					
	BURNSVILLE MN 55337					Payment Amount 270.90

R04570

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3547
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument T A/P ACH Payment
 Pay Through Date 1/4/2023

Payee Number Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
116698 NORTHERN SALT INC NORTHERN SALT INC P O BOX 1028 FOREST LAKE MN 55025-5028		PV 116768 001 00999	12/21/2022	27274	5,725.00
		Summary Total			5,725.00
		Payment Amount			5,725.00
115071 NORTHLAND OCCUPATIONAL HEALTH NORTHLAND OCCUPATIONAL HEALTH 7533 SUNWOOD DRIVE NW SUITE 212 RAMSEY MN 55303		PV 116744 001 00999	12/27/2022	16933	100.00
		Summary Total			100.00
		Payment Amount			100.00
113444 PRECISE PRECISE 501 EAST CLIFF ROAD SUITE 100 BURNSVILLE MN 55337		PV 116764 001 00999	12/23/2022	200-1040556	850.00
		Summary Total			850.00
		Payment Amount			850.00
100469 STREICHER'S POLICE EQUIPMENT STREICHER'S POLICE EQUIPMENT 10911 WEST HWY 55 MINNEAPOLIS MN 55441		PV 116732 001 00999	12/16/2022	11606020	55.98
		Summary Total			55.98
		PV 116733 001 00999	12/15/2022	11605883	35.97
		Summary Total			35.97
		Payment Amount			91.95
		Total Amount to be Processed			43,550.19
		Total Number of Payments to be Processed			21

Checks = 11,795.97
 ACH = 43,550.19

 55,346.16

CC Regular Session

5. 7.

Meeting Date: 01/10/2023

By: Diana Lund, Finance

Information

Title

Adopt Resolution #23-013 Designating Financial Institutions as Official Depositories; Adopt Resolution #23-014 Authorizing Signatures for Financial Transactions and Adopt Resolution #23-015 Designating Bank of the West as the Official Financial Institution for the City of Ramsey Banking Services for the Year of 2023.

Purpose/Background:

Minnesota Statutes Section 118A sets forth the procedures that cities must follow for the deposit and investment of local public funds. Annually, the city needs to adopt a resolution that designates financial institutions as official depositories of city funds (Resolution #23-013). The City further adopts Resolution #23-015 that authorizes Bank of the West (an official depository noted in Resolution #23-013) as the City's official bank for banking services such as checking.

In addition, Resolution #23-014 is annually adopted that gives authorization to those that can sign off on financial transactions. Notably, the Mayor, Acting Mayor, City Administrator, Finance Director and Assistant Finance Director.

Observations/Alternatives:

There is an annual requirement that these financial resolutions be adopted.

Recommendation:

Adopt noted resolutions as these are required to be approved annually.

Action:

Motion to Adopt Resolution #23-013 Designating Financial Institutions as Official Depositories; Adopt Resolution #23-014 Authorizing Signatures for Financial Transactions and Adopt Resolution #23-015 Designating Bank of the West as the Official Financial Institution for the City of Ramsey Banking Services for the Year of 2023.

Attachments

- Reso #23-013 Official Depositories
- Reso #23-014 Authorized Signatures for Financial Transactions
- Reso #23-015 Bank of West for Banking Services

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	01/04/2023 05:29 PM
Form Started By: Diana Lund		Started On: 01/02/2023 10:22 AM
Final Approval Date: 01/04/2023		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #23-013

RESOLUTION DESIGNATING FINANCIAL INSTITUTIONS AS OFFICIAL DEPOSITORIES OF CITY FUNDS FOR 2023

WHEREAS, the City of Ramsey must designate certain institutions as official depositories of City funds in accordance with Minnesota Statutes Chapter 118A.04.

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 hereby appoints the following financial institutions as depositories of City funds for 2023:

Banking Institutions:

The Bank of the West
Ramsey, Minnesota
Walnut Creek, California

Minnesota Municipal Money Market Fund
Minneapolis, Minnesota

Brokerage Houses:

Northland Securities
Minneapolis, Minnesota

Institutional Cd's, Inc.
Scottsdale, Arizona

UBS Financial Services, Inc.
Minneapolis, Minnesota

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 10th day of January, 2023.

Mayor

ATTEST:

City Clerk

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #23-014

RESOLUTION AUTHORIZING SIGNATURES FOR FINANCIAL TRANSACTIONS

WHEREAS, in order to conduct the business affairs of the City, the Council authorizes two of its members, the City Administrator and certain members of staff to sign financial documents on behalf of the City; and

WHEREAS, except for transfers within the City's accounts, this authorization provides for financial control by requiring two signatures on all such financial documents; and

WHEREAS, the Council hereby authorizes Brian Hagen, City Administrator, or Diana J. Lund, Finance Director, or Cynthia Nelson, Assistant Finance Director, to sign checks and other withdrawal documents from the City's checking and money market accounts; and

WHEREAS, for the purpose of confirming the authenticity of the documents already signed by one of the individuals named above, and consistent with the City's past financial practice which two signatures are required on all such documents, the Council designates Mark Kuzma, Mayor, or Chris Riley, Acting Mayor as counter-signatures for all such financial documents; and

WHEREAS, fund transfers (this also includes electronic fund transfers for payroll, sales tax, and all other taxes that are required to be deposited electronically) between the City's checking and money market accounts are generally verbal instructions and Kurt Ulrich, City Administrator, or Diana J. Lund, Finance Director, or Cynthia Nelson, Assistant Finance Director, are authorized to make such 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 City's authorized signatures for financial transactions as Brian Hagen, City Administrator; Diana J. Lund, Finance Director; and Cynthia Nelson, Assistant Finance Director and further designates Mark Kuzma, Mayor, and Chris Riley, Acting Mayor, as the required counter-signatures.
- 2) That the Ramsey City Council hereby authorizes Kurt Ulrich, City Administrator; Diana J. Lund, Finance Director; and Cynthia Nelson, Assistant Finance Director, to make fund transfers between the City's checking and money market accounts.

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 10th day of January, 2023.

Mayor

ATTEST:

City Clerk

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #23-015

RESOLUTION DESIGNATING BANK OF THE WEST AS OFFICIAL FINANCIAL INSTITUTION FOR THE CITY OF RAMSEY BANKING SERVICES FOR THE YEAR OF 2023

WHEREAS, the City of Ramsey must designate certain institutions as official depositories of City funds in accordance with Minnesota Statutes Chapter 118A.04.

WHEREAS, the City of Ramsey has selected Bank of the West for its banking services for the year of 2023;

WHEREAS, banking services will consist of such items as daily deposits of cash receipts, wire transfers of funds, and automated payroll for direct deposit;

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 hereby appoints Bank of the West as the financial institution that will provide the City its banking services for the year 2023.

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 10th day of January, 2023.

Mayor

ATTEST:

City Clerk

CC Regular Session

5. 8.

Meeting Date: 01/10/2023

By: Diana Lund, Finance

Information

Title

Adopt Resolution #23-016 Approving the City of Ramsey's 2024 Budget Calendar

Purpose/Background:

The City's Charter states that a budget calendar shall be established annually, by resolution, for the following year.

A draft resolution has been prepared to reflect all dates related to budget activities undertaken for the 2024 budget.

Observations/Alternatives:

The City is required by Charter to adopt a budget calendar.

Recommendation:

Staff recommends adoption of Resolution #23-016 approving the 2024 budget calendar.

Action:

Motion to Adopt Resolution #23-016 Approving the City of Ramsey's 2024 Budget Calendar.

Attachments

Reso #23-6 2024 Budget Calendar

Form Review

Inbox

Brian Hagen

Form Started By: Diana Lund

Final Approval Date: 01/04/2023

Reviewed By

Brian Hagen

Date

01/04/2023 05:31 PM

Started On: 01/02/2023 10:21 AM

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #23-016

RESOLUTION APPROVING THE CITY OF RAMSEY'S 2023 BUDGET CALENDAR

WHEREAS, the Ramsey City Charter states that a budget calendar shall be established annually by resolution; and

WHEREAS, the City of Ramsey's Finance Committee recommends the Council adopt the following calendar:

- | | |
|-----------------------------|--|
| January 10 | Council adopts the 2024 Budget Calendar. |
| January 16 –
February 28 | City Council and Staff Leadership Team meet to Review and Develop a Three-Year Strategic Action Plan. |
| April 17 | Finance Director to distribute 2024 Cost Center Budget Worksheets to Department Heads and supervisors. Worksheets include actual expenditures for 2021, 2022, 2023-year-to-date and adopted 2023 budget. |
| April 17 | Finance Director to distribute listing of fixed assets as of December 31, 2022 to Department Heads and supervisors for review including item existence, accuracy, replacement values and number of years remaining in useful life. |
| April 17 | Finance Director to distribute current Schedule of Rates, Fees and Charges to staff. |
| April 17 | City Administrator to distribute most recent version of goals, objectives and 3-year departmental plans to Department Heads and supervisors. |
| May 19 | Department Heads and supervisors to submit completed budget worksheets and accompanying justifications to the Finance Director. |
| May 19 | Department Heads and supervisors to return listing of fixed assets to the Finance Director with any corrections noted. |
| May 19 | Staff to return Schedule of Rates, Fees and Charges to the Finance Director with recommendations for 2023 amendments noted. |
| May 19 | Department Heads and supervisors to submit goals, objectives and 3-year departmental plans to the City Administrator. |
| June 12-June 23 | City Administrator and staff work sessions on the preliminary 2024 budget. |

June 20	City Administrator to distribute preliminary goals, objectives and 3-year departmental plans for staff work sessions.
July 11	Finance Director and City Administrator submit preliminary budget to the City Council.
July 30	Department of Revenue certifies LGA amounts to all cities with populations over 2,500 and those receiving LGA.
August 15	Counties notify cities of the dates, which school districts, metropolitan special districts, and the county have selected for 2023 (Payable 2024) Truth in Taxation Hearings.
August 1 - September 20	Final Budget Work sessions before adoption of proposed budget/levy.
August 8	Department Heads and supervisors to submit items to be included in the 2024-2033 Capital Improvement Program.
August 14- August 18	Staff work sessions to review goals, objectives and 3-year departmental plans.
September 26	Staff recommends a 2024 Proposed Municipal Budget; 2023 Levy, Payable 2024, Proposed Municipal Levy to the City Council.
September 26	City Council adopts the 2024 Proposed Municipal Budget; 2023 Levied Payable 2024 Proposed Municipal Levy and sets the 2023 hearing dates for the 2024 Budget Public Hearing(s).
September 29	City certifies 2024 Proposed Municipal Budget; 2023 Payable 2024 Proposed Municipal Levy and 2024 Budget Public Hearing date.
September/October	Council work sessions as needed.
Sept 5-Sept 15	City Council work sessions on 2023 Goals, Objectives and 3-Year Departmental Plans.
October 24	City Council review and adopt 2024-2033 Capital Improvement Program.
November 1-20	County mails notice of proposed property taxes for payable 2024.
November 28	City Council to review and adopt the 2024 Schedule of Rates, Fees and Charges.
November 28	2022 Goals, Objectives and 3-Year Departmental Plans submitted to City Council for adoption.
November 30 - December 28	Public Hearing(s) on Final 2024 Municipal Budget and Levy

December 12 Adopt 2023 Municipal Budget and Final 2023, Payable 2024 Levy
December 30 Final levy certification to County auditor and certification of compliance with Truth in Taxation requirements to the Department of Revenue.

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

- 1) That the City Council of Ramsey hereby approves the 2024 Budget Calendar.

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 10th day of January, 2023.

Mayor

ATTEST:

City Clerk

CC Regular Session

5. 9.

Meeting Date: 01/10/2023

By: Katie Schmidt, Administrative Services

Information

Title:

Adopt Resolution #23-001 Approving the 2023 Council Organization

Purpose/Background:

Purpose: To adopt the annual resolution appointing Councilmembers to Committees or other groups as well as designating the City's Official Newspaper, renewing contracts with TimeSaver Off-Site Recording Secretarial, Inc. and naming the firms the City will use for Legal Services.

Background: The City Council met in work session earlier this evening and discussed the organizational resolution. Discussion was held regarding who would serve on which committee or other group, the City's official newspaper designation, designation of the law firms the City will use for legal services, and the agreement with TimeSaver Off-site Recording Secretarial, Inc. The resolution as posted to this case, prior to this evening's work session may change based on discussion during the work session. Any needed changes will be made immediately following the work session and the resolution will be re-attached prior to adoption this evening.

Notification:

Additional Information as provided during tonight's work session: 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 the City. The proposal from Adams Publishing Group states the rates for 2023 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, 2023 (attached). The addendum shows a less than 3.5 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, beginning in January 2018, for prosecution services. The Police Department received approval to extend the agreement. The new agreement with Eckberg Lammers is effective January 1, 2023 through December 31, 2027.

Funding Source:

N/A

Recommendation:

Staff recommends adopting the attached resolution.

Outcome/Action:

Motion to adopt Resolution #23-001 for the 2023 Council Organization

Attachments

Newspaper Request
TOSS Agreement
Holstad & Knaak, PLC. Contract
Eckberg Lammers Contract
Resolution #23-001

Form Review

Inbox

Brian Hagen

Form Started By: Katie Schmidt

Final Approval Date: 01/05/2023

Reviewed By

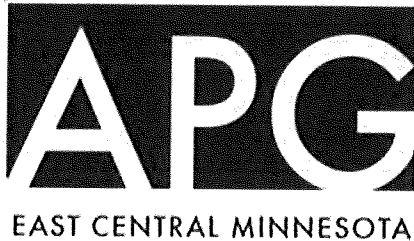
Brian Hagen

Date

01/05/2023 11:44 AM

Started On: 12/16/2022 09:03 AM

RECEIVED
NOV 28 2022



November 20, 2022

Jo Thieling
City Clerk
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Dear Jo,

It is with great pleasure that we ask to serve as the official newspaper for the City of Ramsey in 2023. 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, 2023, will remain unchanged from the 2022 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.

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 2023 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 cursive script, appearing to read 'Tonya Orbeck', written in black ink.

Tonya Orbeck
Legal Notice Department Manager

TimeSaver Off Site Secretarial, Inc.

NOV 01 2022

October 21, 2022

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, 2023. The unit rates reflect an increase of \$1 per hour and 50 cents per page and a base rate increase of less than 3.5%.

We appreciate the confidence you have placed in TimeSaver to handle your meeting minute needs and look forward to continuing that relationship in 2023.

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, 2022

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, 2021 shall be extended under the same terms and conditions to December 31, 2023.

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-Nine and 00/100 dollars (\$159.00) for any meeting up to one (1) hour (billable time) plus Thirty-Seven and 75/100 dollars (\$37.75) for each thirty (30) minutes following the first one (1) hour; or

 - b. Unit Rate: Forty-Nine and 50/00 dollars (\$49.50) for the first hour of meeting time and Thirty-Three and 00/100 dollars (\$33.00) for every hour after the first hour plus Fifteen and 00/100 dollars (\$15.00) 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 ____, 2023

CITY OF RAMSEY

By: _____
Brian S. Hagen

Its: _____
City Administrator

November 1, 2022

TIMESAVER OFF SITE SECRETARIAL, INC.

By: Carla Wirth
Carla Wirth

Its: _____
President & CEO

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, 2023 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 it was 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 as 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 case in advance of actual Court cases to avoid unnecessary officer Court time.

Process and prosecute forfeiture cases on behalf of the 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 related to criminal prosecution
- * General State and Federal Laws relating to prosecution matters
- * General Government Data Practices related to rules of discovery and criminal prosecution

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 the 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 matter.
5. Prosecute all petty misdemeanor, misdemeanor and statutorily delegated gross misdemeanor offense 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, and City Code violations that are prosecuted criminally.
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 for criminal prosecution as requested.
16. Render written opinions to law enforcement on criminal prosecution matters where requested, including interpretation of statutes, ordinances, rules and regulations.
17. Ensure proper notifications 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 DUI-related forfeitures arising from cases handled by the Criminal Prosecution Attorney.
20. Examine, evaluate and provide representation for all appeals to the 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 its law enforcement clients welcome this approach, 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 for the years 2023 - 2027, the City agrees to compensate the Criminal Prosecution Attorney as follows:

	2023	2024	2025	2026	2027
Retainer Fee*	\$75,028	\$77, 278	\$79,596	\$81,983	\$84,442
Hourly Attorney *	\$250	\$250	\$250	\$250	\$250

* Retainer Fee: Annual Amount to be paid in 12 equal installments.

* Hourly Attorney: 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 Criminal Prosecution Attorney passes through the following charges to the City at cost:

- * Process Server Fees
- * Court Filing Fees
- * Document Recording and 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 five years. The rates specified in this Agreement will remain in effect for the term of this Agreement.
- 2.8 Chief Prosecutor. It is the intention of the parties and it is hereby agreed by the Criminal Prosecution Attorney, 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 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 conflict 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 representatives 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 the 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 of 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 the 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 the day and year first above written.

CITY OF RAMSEY

Dated: _____

Mayor

Dated: _____

City Administrator

Dated: _____

Joseph Van Thomme
Criminal Prosecuting Attorney

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #23-001

RESOLUTION FOR 2023 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, Environmental Policy Board, Happy Days Committee, Highway 10 Committee, Park and Recreation Commission, Planning Commission, Public Works Committee and Public Advisory Committee.

	<u>2022 Appt.</u>	<u>2023 Appt.</u>
a) Acting Mayor	Chris Riley	Chris Riley
b) Environmental Policy Board	Chelsee Howell Debra Musgrove (Alt)	Chelsee Howell Matt Woestehoff (Alt)
c) Happy Days Committee	Dan Specht Ryan Heineman (Alt)	Dan Specht Chris Riley (Alt)
d) Highway 10 Committee	Mark Kuzma Chris Riley Dan Specht Kurt Ulrich	Mark Kuzma Chris Riley Dan Specht Brian Hagen
e) Park and Recreation Commission	Ryan Heineman Debra Musgrove (Alt)	Debra Musgrove Michael Olson (Alt)
f) Planning Commission	Matt Woestehoff Debra Musgrove (Alt)	Matt Woestehoff Michael Olson (Alt)

	<u>2022 Appt.</u>	<u>2023 Appt</u>
g) Public Works Committee	Debra Musgrove Chris Riley Matt Woestehoff Chelsee Howell (Alt)	Debra Musgrove Chris Riley Matt Woestehoff Chelsee Howell (Alt)

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>2021-2022 Appt.</u>	<u>2023-2024 Appt.</u>
a) Anoka County Fire Protection Council	Ryan Heineman Dan Specht (Alt)	Debra Musgrove Dan Specht (Alt)
b) Anoka County Joint Law Enforcement Council (JLEC)	Jeff Katers Chelsee Howell Dan Specht (Alt)	Jeff Katers Michael Olson Chelsee Howell (Alt)
c) Anoka County Solid Waste Abatement Advisory Team	Chris Anderson	Chris Anderson
d) Anoka County Housing and Redevelopment Authority	Brian Hagen 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 Chris Bruneau	Jason Fredrickson Chris Bruneau (Alt)
h) Lower Rum River Watershed Management Organization (LRRWMO)	Debra Musgrove Chris Riley (Alt) Len Linton, Staff	Debra Musgrove Chris Riley (Alt) Len Linton, Staff
i) North Metro Mayors Association: Operating Committee Management Committee	Mark Kuzma Kurt Ulrich	Mark Kuzma Brian Hagen

- | | | | |
|----|---|--|---|
| j) | Quad Cities Cable Communications Commission | Matt Woestehoff
Kurt Ulrich | Dan Specht
Matt Woestehoff |
| k) | Youth First | Michelle Anderson
Tim Frankfurth
Dan Specht
Cory Gardner (Alt)
Matt Woestehoff (Alt) | Michelle Anderson
Tim Frankfurth
Dan Specht
Kyle Brotkowski (Alt)
Matt Woestehoff (Alt) |

6) The City Council members appointed to the EDA while maintaining City Council membership are as follows:

- | | |
|-----------------------------------|--|
| a) Economic Development Authority | Chris Riley
Chelsee Howell
Michael Olson (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 10th day of January, 2023.

Mayor

ATTEST:

City Clerk

Meeting Date: 01/10/2023

By: Brian McCann, Community Development

Information

Title

Adopt Resolutions #23-004 and #23-005 Approving the Final Plat and Development Agreement for Rivenwick Village 4th Addition (Project No. 22-109); Case of LGI Homes

Purpose/Background:

The purpose of this case is to consider Final Plat and Development Agreement Approval for Rivenwick Village 4th Addition by LGI Homes (the "Applicant"), for twenty-seven (27) attached townhomes, one common area lot, and one (1) outlot for future mixed-use development on the property generally located south of Highway 10 and east of Ramsey Blvd (the "Subject Property")The City Council approved the preliminary plat for this project in April 2022 contingent upon the developer finalizing the final plat, compliance with Staff Review comments in ProjectDox, and approval by the City Engineer and City Attorney. This last step in the phase of platting, Final Plat, approves construction documents and the Final Plat Sheet for recording and legal subdivision. The next step after Final Plat is a development agreement, which outlines fees and responsibilities for each party throughout construction.

The attached development agreement is the City's standard template. The development agreement lays out fees, project costs, and financial sureties that the City will take in order to ensure that the project is completed to City standards. The draft Development Agreement has been reviewed by the Engineering Department, City Attorney, and the Applicant.

Notification:

Notification is not required.

Observations/Alternatives:

The Final Plat for Rivenwick Village 4th Addition is consistent with the approved Preliminary Plat.

Funding Source:

The Applicant is responsible for all costs associated with the request.

Recommendation:

Staff recommends adopting Resolutions #23-004 and #23-005 Approving the Final Plat and Development Agreement for Rivenwick Village 4th Addition

Action:

Adopt Resolution #23-004 Approving the Final Plat for Rivenwick Village 4th Addition

- and -

Adopt Resolution #23-005 Approving the Development Agreement for Rivenwick Village 4th Addition

Attachments

Rivenwick Village Fourth Addition - Final Plat

ACTION - Resolution #23-004 Final Plat
Development Agreement
ACTION - Resolution #23-005 DA

Form Review

Inbox

Brian Hagen

Form Started By: Brian McCann

Final Approval Date: 01/04/2023

Reviewed By

Brian Hagen

Date

01/04/2023 05:04 PM

Started On: 12/06/2022 08:46 AM

RIVENWICK VILLAGE 4TH ADDITION

CITY OF RAMSEY
COUNTY OF ANOKA
SEC. 34, TWP. 32, RGE. 25

KNOW ALL PERSONS BY THESE PRESENTS: That LGI Homes—Minnesota, LLC, a Minnesota limited liability company, owner of the following described property:

Outlot A, RIVENWICK VILLAGE 3RD ADDITION, according to the recorded plat thereof, Anoka County, Minnesota

Has caused the same to be surveyed and plotted as RIVENWICK VILLAGE 4TH ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown on this plat.

In witness whereof said LGI Homes—Minnesota, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20__.

LGI Homes—Minnesota, LLC

Jay Roos as _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____ by Jay Roos as _____ of LGI Homes—Minnesota, LLC, a Minnesota limited liability company, on behalf of the company.

(Signed)

(Printed)

Notary Public, _____

My commission expires _____

I, Thomas R. Balluff 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__.

Thomas R. Balluff, Licensed Land Surveyor
Minnesota License No. 40361

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____ by Thomas R. Balluff.

(Signed)

(Printed)

Notary Public, _____

My commission expires _____

CITY COUNCIL, CITY OF RAMSEY, MINNESOTA

This plat of RIVENWICK VILLAGE 4TH 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__.

By: _____

David M. Ziegler
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

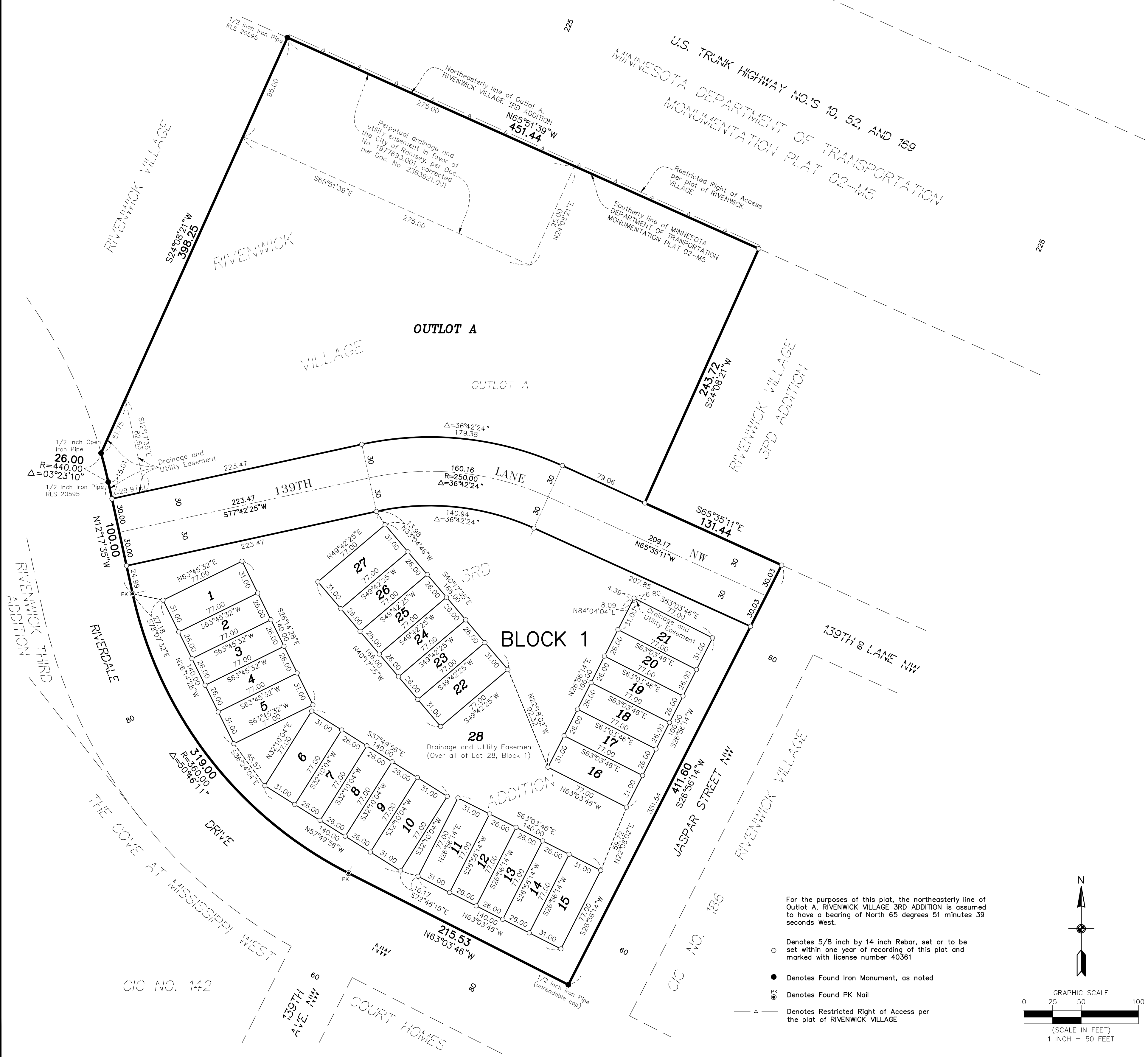
COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

I hereby certify that this plat of RIVENWICK VILLAGE 4TH 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



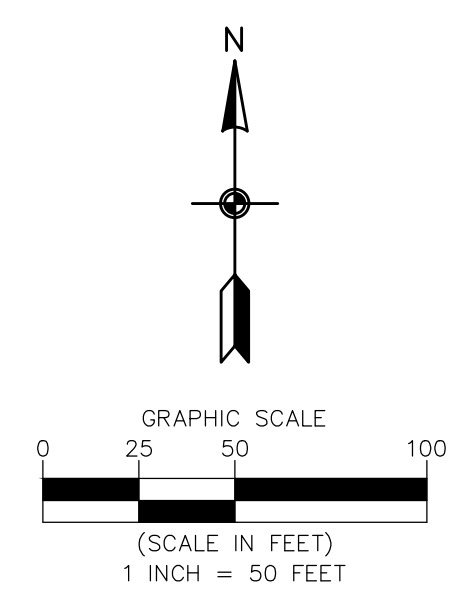
For the purposes of this plat, the northeasterly line of Outlot A, RIVENWICK VILLAGE 3RD ADDITION is assumed to have a bearing of North 65 degrees 51 minutes 39 seconds West.

○ Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361

● Denotes Found Iron Monument, as noted

⊙ Denotes Found PK Nail

△ Denotes Restricted Right of Access per the plat of RIVENWICK VILLAGE



CIC NO. 142

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

RESOLUTION #23-004

RESOLUTION APPROVING FINAL PLAT FOR RIVENWICK VILLAGE 4TH ADDITION

WHEREAS, LGI Homes – Minnesota, LLC, hereafter referred to as “Developer”, has properly applied for Final Plat approval of the following described property located in the City of Ramsey:

Outlot A, RIVENWICK VILLAGE THIRD ADDITION, Anoka County, Minnesota.

Or Upon Recording:

Lots 1-28, Block 1(inclusive); and
Outlot A (inclusive), Rivenwick Village 4th Addition, Anoka County, Minnesota

(the ‘Subject Property’);

WHEREAS, the City Council approved the Preliminary Plat with contingencies on April 26, 2022.

WHEREAS, the City received a Final Plat application for Rivenwick Village 4th Addition on December 5, 2022; and

WHEREAS, the Subject Property is approximately 7.19 acres; and

WHEREAS, the Final Plat includes 27 attached townhome lots, one common area lot, and one outlot; 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 Final Plat contingent approval of Rivenwick Village 4th Addition construction plans in accordance with relevant City Codes, contingent upon the following conditions:
 - a. Approval to legal form by City Attorney.
 - b. Final review and approval by City Engineer.
 - c. Plans subject to current Staff Review Comments in ProjectDox.
 - d. The Developer entering into a Development Agreement with the City.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 10th day of January, 2023.

Mayor

ATTEST:

City Clerk

**CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR RIVENWICK VILLAGE 4TH ADDITION**

This Agreement (hereinafter the “Agreement”) is dated as of this 10th day of January, 2023 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”) and LGI Homes - Minnesota, LLC, a Domestic Limited Liability Company under the laws of Minnesota (the “**PERMITTEE**”).

Recitals

- A. The **PERMITTEE** is the owner of land legally described on the attached Exhibit A (the “Subject Property”).
- B. The **PERMITTEE** has received approval from the **CITY** to subdivide the Subject Property and plat the same as RIVENWICK VILLAGE 4TH ADDITION (the “Plat”).

Agreement

- 1. **Recitals.** 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.
3. The Plans. The term “Plans” as used in this Agreement means the Final Plat Plans prepared by Carlson McCain, dated December 6th, 2022 and revised December 20, 2022. 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 public 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 (139th Lane NW).
 - f. Concrete curb and gutter (urban) (139th Lane NW).
 - g. Street traffic control signals.
 - h. Lot grading.
 - i. Sidewalks along 139th Lane NW, including pedestrian ramps.
 - j. Electricity.
 - k. Phone.
 - l. Natural gas.
 - m. Boulevard sodding.
 - n. Water shut off boxes.

(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 reproducible 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 Guaranty noted in Section 12 below until such as-built plans are received by the **CITY**. 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.

5. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot 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 12 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 12 or allows such financial guaranty 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 public improvements the **PERMITTEE** must construct or install are as follows:
 - a. Street striping (if required by Plans).
 - b. Street lights per agreement with Connexus Energy
 - c. Street and traffic control signs - **CITY** will provide and install Street Name and Traffic Control signs per the Plans, following payment by **PERMITTEE** pursuant to the established rates and charges in effect and outlined in Exhibit B attached hereto.
 - d. Installation of survey monumentation.

(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.

PERMITTEE must install the Stage II Improvements in accordance with the Plans, excluding the street and traffic control signs, which will be installed by the **CITY**.

11. Required Private Improvements. The private improvements the **PERMITTEE** will construct or install are as follows:
 - a. Sanitary sewer services lines
 - b. Water service lines
 - c. Storm drainage facilities (where specified)
 - d. Stormwater maintenance
 - e. Parking lot

- f. Concrete curb and gutter on private roadways (139th Place NW and Kamacite Terrace NW)
 - g. Lot grading
 - h. Landscaping
 - i. Driveways
12. Financial Guaranty for Stage I Improvements, Stage II Improvements, and Required Private Improvements. The **PERMITTEE** shall provide a financial guaranty to the **CITY** guaranteeing the construction of the Stage I Improvements, Stage II Improvements, and Required Private Improvements, as well as their timely completion. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of **(\$1,024,585.00)**, which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I Improvements. 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 guaranty.
 13. Inspection Escrow for the Stage I Improvements, Stage II Improvements, and Required Private Improvements. The **PERMITTEE** shall provide an inspection escrow to the **CITY** to inspect the Stage I Improvements, Stage II Improvements, and Required Private Improvements. The **PERMITTEE** shall be responsible for an inspection escrow in the amount of **(\$40,983.40)**, which amount is 5% of the City Engineer’s estimated cost of the Stage I Improvements, Stage II Improvements, and Required Private Improvements. The inspection escrow must be in the form of cash. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon completion of the Stage I Improvements, Stage II Improvements, and Required Private Improvements, after acceptance by the **CITY**.
 14. Warranty for Stage I and Stage II Improvements. The **PERMITTEE** shall provide a one-year warranty in the amount of **\$204,917.00**, which is 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 required improvements and shall guarantee satisfactory performance of said improvements. The warranty must be in the form of a Letter of Credit, approved as to form by the **CITY**, or a cash escrow.
 15. Maintenance Guarantee for Landscaping. It is herein agreed that the **PERMITTEE** shall provide the **CITY** a landscape maintenance guaranty to ensure the survival of the plantings. Said landscape maintenance guaranty shall consist of cash or a Letter of Credit, approved as to form by the **CITY**, in the amount of **\$10,665**. [# plantings (81 trees) x cost/planting (\$300/tree x 30% average non-survival rate, (approximately 150 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.

At the end of the two-year period, the **PERMITTEE** shall request a final inspection by the **CITY** to determine that all plantings that have been planted in accordance with the Plans have either survived or have been replaced. Upon approval of this final inspection, the landscape maintenance guaranty shall be returned to the **PERMITTEE**. In the event the **PERMITTEE** fails to maintain the required plantings for a two-year period, the City Council may order the replacement of plantings with **CITY** day labor and/or by letting contracts and draw upon the landscape maintenance guaranty for payment. Only the City Council shall have the authority to direct replacement of the plantings and draw upon the

landscape maintenance guaranty. The **PERMITTEE** hereby grants permission and a license to the **CITY** and/or its contractors and assigns to enter upon the Subject Property for the purpose of replacing plantings in the event of the **PERMITTEE**'s default.

16. 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.
17. Payment of Development Fee's. 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 Signage Fees, and 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 12 to the **CITY**; d.) obtained all necessary permits from the Lower Rum River Watershed Management Organization and has provided a copy of 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 Agreement requires to serve the lot and such utilities and storm water facilities are in place, operational and accepted by the **CITY**; and (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.
19. **PERMITTEE Defaults.** If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE**'S obligations under this Agreement, 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.
- d. The **CITY** may draw upon all or any portion of the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to Section 12 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 20 (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 19 (d).

20. Miscellaneous.

- a. 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.
- 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 Saturday 7:00 a.m. to 10:00 p.m. 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, Stage II, and Required Private 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.

- i. 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.

- j. 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.

- k. 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.

- l. 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 PERMITTEE:

LGI Homes – Minnesota, LLC
Attn: Jay Roos
2850 Cutters Grove Avenue, Suite 207
Anoka, MN 55303

TO THE CITY:

City of Ramsey
Attn: Community Development Director
7550 Sunwood Drive NW
Ramsey, MN 55303

[The remainder of this page is intentionally left blank.]

THE PERMITTEE:

LGI Homes – Minnesota, LLC

By: _____, Jay Roos

Its: Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Jay Roos, Officer of LGI Homes – Minnesota, LLC, a Minnesota 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: _____
Its: Mayor

By: _____
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this _____ day of _____ 2023, by Mark E. Kuzma and Brian Hagen, 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.

Notary Public

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

This document reviewed by:
HKB Law, P.A.
4501 Allendale Dr.
St. Paul, MN 55127

EXHIBIT A

Legal Description of the Subject Property

Outlot A, RIVENWICK VILLAGE 3RD ADDITION, Anoka County, Minnesota.

Or Upon Recording:

Lots 1-28, Block 1(inclusive); and
Outlot A (inclusive), RIVENWICK VILLAGE 4TH ADDITION, Anoka County, Minnesota

EXHIBIT B

Fees Payable to the City

1. Park Dedication. The **PERMITTEE** is responsible for satisfying applicable Park Dedication Fee requirements. **PERMITTEE** must pay a Park Dedication Fee of **\$121,500.00** (27 units x \$4,500.00 per unit). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
2. Trail Development Fees. The **PERMITTEE** is responsible for satisfying applicable Trail Development Fee requirements. **PERMITTEE** must pay a Trail Development Fee of **\$40,500.00** (27 units x \$1,500.00 per unit). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
3. Sanitary Sewer Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Trunk Fee requirements. **PERMITTEE** must pay a Sanitary Sewer Trunk Fee of **\$36,423.00** (27 units x \$1,349.00). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
4. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Water Trunk Fee requirements. **PERMITTEE** must pay a Water Trunk Fee of **\$54,243.00** (27 units x \$2,009.00 per unit). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
5. Maintenance Guaranty for Landscape. The **PERMITTEE** is responsible for satisfying a two-year Landscape Maintenance Guaranty. **PERMITTEE** shall provide in cash the amount of **\$10,665.00** [# plantings (81 trees) x cost/planting (\$300/tree x 30% average non-survival rate, (150 shrubs) x cost/planting \$75/shrub x 30% average non-survival rate)]. The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
6. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying applicable Stormwater Trunk Fee requirements. **PERMITTEE** must pay a Stormwater Management Fee of **\$14,418.00** (27 units x \$534.00 per unit). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
7. Street Sign Fee. While the **CITY** provides and installs the street name and traffic control signage, the **PERMITTEE** is responsible for paying for them at a rate of \$245.00 per sign. **PERMITTEE** must pay a Street Sign Fee of **\$3,430.00** (\$245.00 x 4 street name signs; \$245.00 x 7 no parking signs; \$245.00 x 3 stop signs).
8. Development Fees for the Outlots. The **PERMITTEE** acknowledges that development fees are not being collected for any Outlots. The **PERMITTEE** acknowledges that development fees will be due upon development of any of the Outlots. The rate in effect at the time said future plat(s) is recorded will be collected.

- End of Exhibit B -

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

RESOLUTION #23-005

**A RESOLUTION APPROVING DEVELOPMENT
AGREEMENT FOR RIVENWICK VILLAGE 4TH ADDITION**

RECITALS

1. LGI Homes – Minnesota, LLC, hereinafter referred to as the “Developer” has an approved Preliminary Plat for Rivenwick Village 4th Addition for the property legally described in Exhibit A (the “Subject Property”).
2. That the City Council reviewed and approved the Development Agreement on January 10, 2023.

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

That the Ramsey City Council hereby grants approval of the Development Agreement (the “Agreement”) for Rivenwick Village 4th Addition on the Subject Property contingent upon the following conditions:

CONDITIONS

1. The Developer enter into a Development Agreement with the City.
2. Final legal form approved by the City Attorney.
3. That the Permittee shall be responsible for all City costs incurred in administering and enforcing this Agreement.
4. Review and approval by City Engineer and City Finance Department.
5. Approved Final Plat and associated contingencies.

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 10th day of January, 2023.

Exhibit A: Legal Description of Subject Property

Outlot A, RIVENWICK VILLAGE 3RD ADDITION, Anoka County, Minnesota.

Or Upon Recording:

Lots 1-28, Block 1(inclusive); and
Outlot A (inclusive), Rivenwick Village 4th Addition, Anoka County, Minnesota.

Meeting Date: 01/10/2023

By: Chris Anderson, Community Development

Information

Title

Adopt Resolution #23-006 Approving the Final Plat and Development Agreement for Lynwood Second Addition (Project No. 22-141); Case of U.S. Home, LLC dba Lennar

Purpose/Background:

The City has received an application from Lennar (the "Applicant") for approval of their Final Plat for Lynwood Second Addition, which is located south and west of Fire Station #1 (the "Subject Property"). This phase of the subdivision includes the remaining fifty-one (51) townhomes approved as part of the Preliminary Plat. The third and final (future) phase will include the twelve (12) single family homes.

Notification:

Notification is not required for a Final Plat.

Observations/Alternatives:

The City Council previously approved a Zoning Amendment and Comprehensive Plan Amendment for the project that rezoned the Subject Property from R-3 Residential (High Density) to R-2 Residential (Medium Density) and from High Density Residential to Medium Density Residential, respectively. The Final Plat conforms with the approved Preliminary Plat.

This phase will include an extension of 149th Lane and Ferret Street, both public roads, as well as the construction of 150th Lane (public road), Gibbon Terrace (private road), and Gibbon Way (private road). Additionally, it will include a watermain stub to serve Fire Station #1 (from the western or rear side of Fire Station #1). Furthermore, with this second phase of the project, all of the required density transitioning plantings along the northern and western boundaries of the Subject Property will be completed.

The proposed Development Agreement for Lynwood Second Addition is attached.

Alternatives

Alternative 1: Approve the Final Plat and Development Agreement for Lynwood Second Addition. The zoning and land use designations were previously approved by the City Council, based on the Preliminary Plat. The Final Plat conforms with the approved Preliminary Plat. Staff supports this alternative.

Alternative 2: Do not approve the Final Plat and Development Agreement for Lynwood Second Addition based on certain findings. As noted, the Final Plat conforms with the approved Preliminary Plat. Staff does not support this alternative.

Funding Source:

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

Recommendation:

Staff recommends approving the Final Plat and Development Agreement for Lynwood Second Addition.

Action:

Motion to adopt Resolution #23-006 approving the Final Plat and Development Agreement for Lynwood Second Addition.

Attachments

Site Location Map

Title Sheet

Final Plat

Development Agreement

Resolution #23-006: Final Plat and Development Agreement

Form Review

Inbox

Brian Hagen

Form Started By: Chris Anderson

Final Approval Date: 01/05/2023

Reviewed By

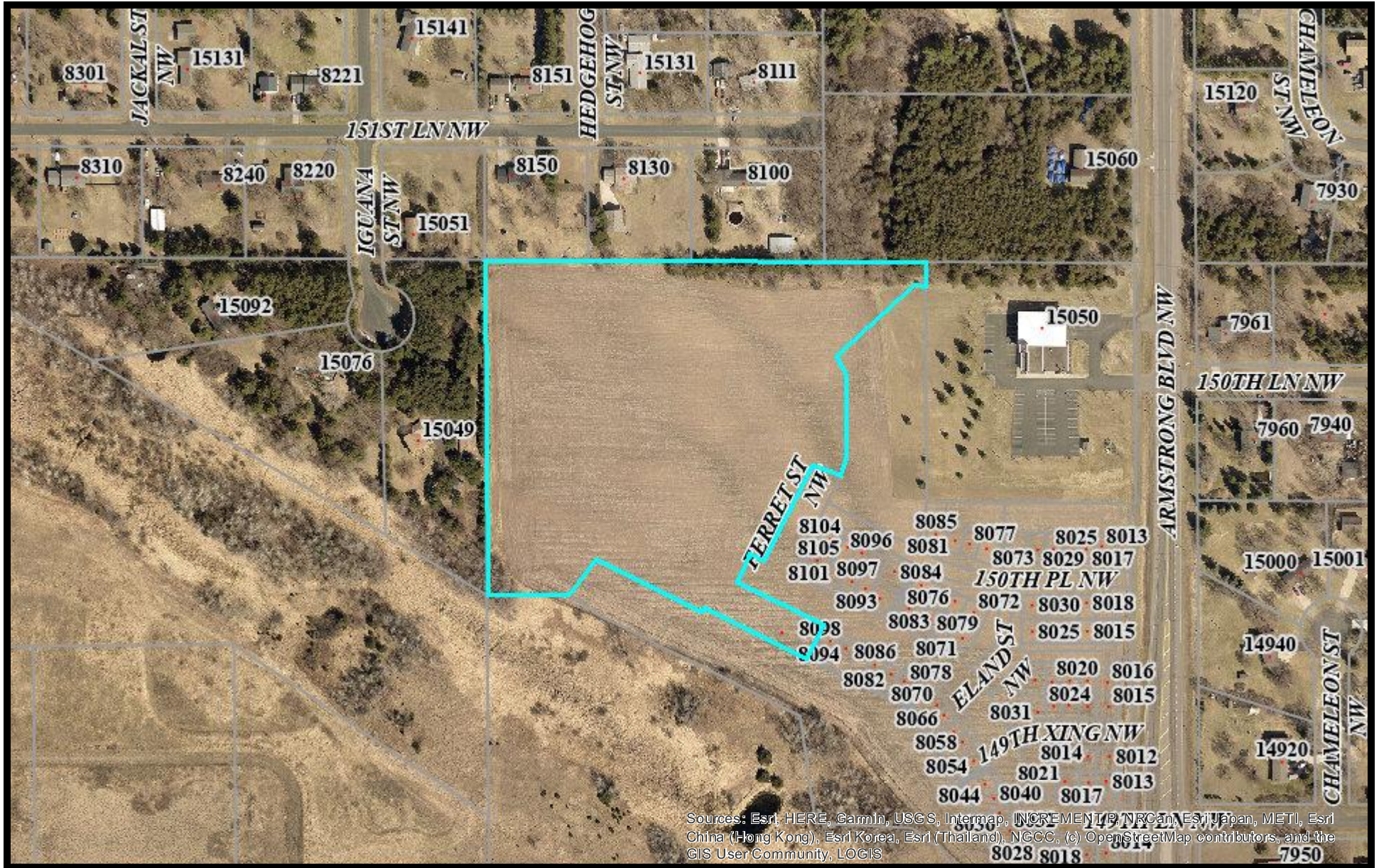
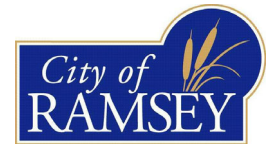
Brian Hagen

Date

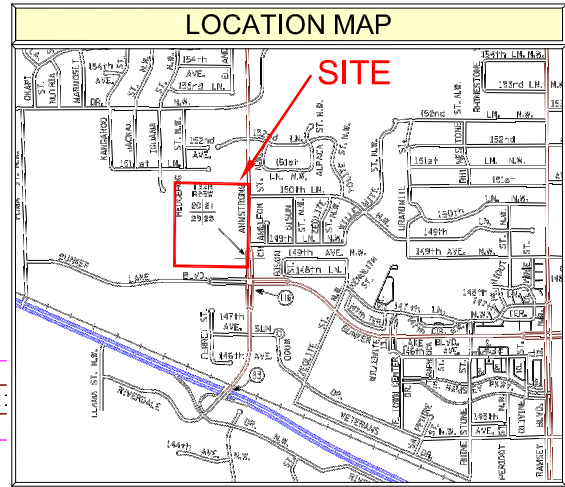
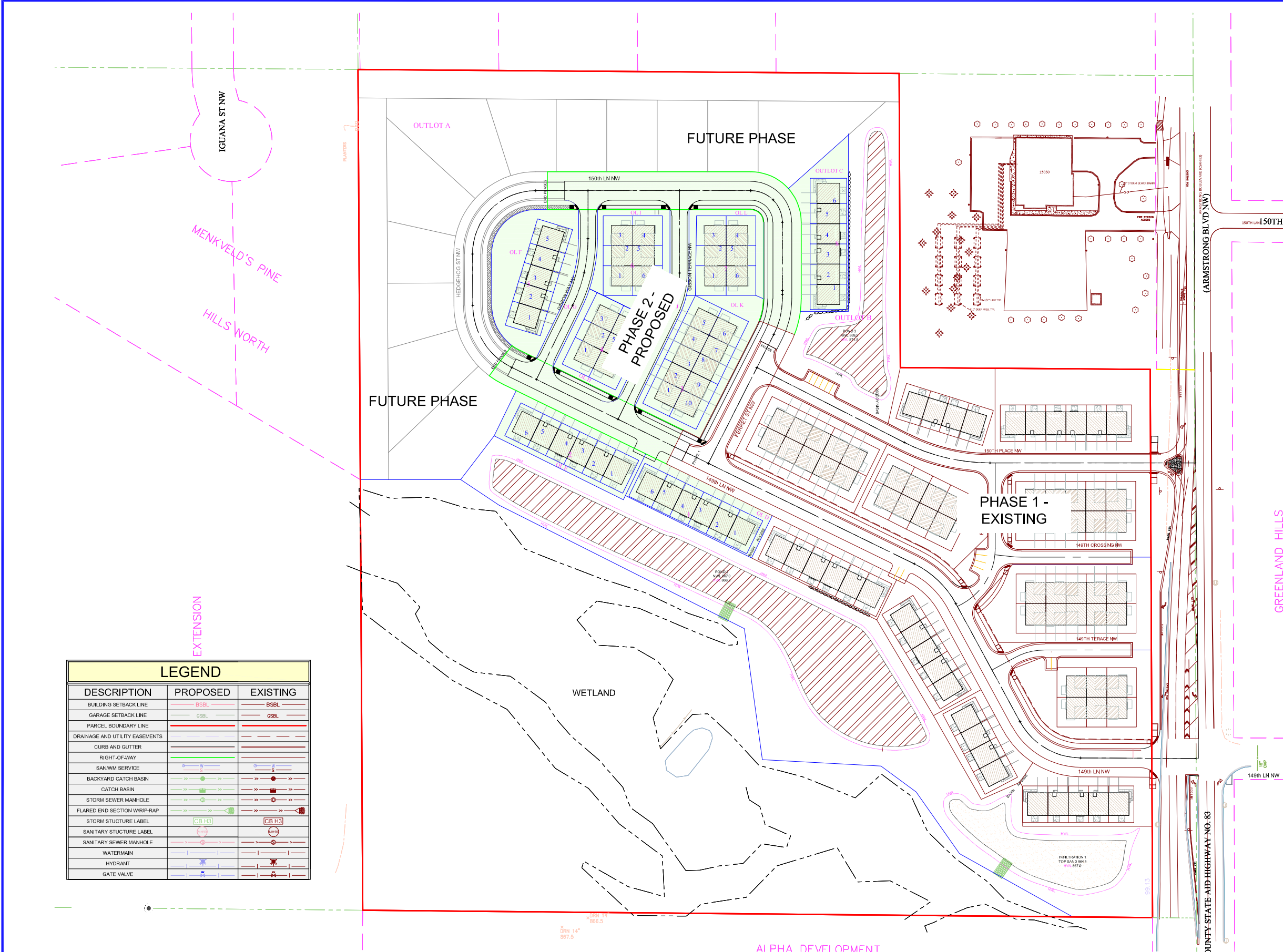
01/05/2023 11:48 AM

Started On: 01/03/2023 09:23 AM

Site Location Map: Lynwood Second Addition



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



SHEET INDEX TABLE	
SHEET	Description
01	Title Sheet
02 - 05	Final Street Plan
06	Final Street Plan - Intersection Details
07 - 10	Final Street Plan - Ped Ramps
11	Final Street Light Plan
12	Final Street Signage Plan
13 - 16	Final Sanitary Sewer & Watermain Plan
17 - 19	Final Storm Sewer Plan
20 - 22	Final Grading Plan
23	Final Erosion Control Plan
24 - 26	Construction Details

Notes:
 Public Street ROW: 60ft
 Public Street Width: 30ft Back to Back
 No parking on non sidewalk side
 Private Street Width: 24ft Back to Back
 No parking on 24ft wide private streets

Lots: 51 Townhome Units
 Front Yard Setback: 25ft (Front Door)
 Side Yard Setback: 25ft (Building to Building)
 Rear Yard Setback: 30ft

LEGEND		
DESCRIPTION	PROPOSED	EXISTING
BUILDING SETBACK LINE	BSBL	BSBL
GARAGE SETBACK LINE	GSBL	GSBL
PARCEL BOUNDARY LINE		
DRAINAGE AND UTILITY EASEMENTS		
CURB AND GUTTER		
RIGHT-OF-WAY		
SANIM SERVICE		
BACKYARD CATCH BASIN		
CATCH BASIN		
STORM SEWER MANHOLE		
FLARED END SECTION WRAP		
STORM STRUCTURE LABEL	CB HS	CB HS
SANITARY STRUCTURE LABEL		
SANITARY SEWER MANHOLE		
WATERMAIN		
HYDRANT		
GATE VALVE		

PREPARED BY	PREPARED FOR
ENGINEER SATHRE-BERGQUIST, INC. 14000 25TH AVE N, SUITE 120 PLYMOUTH, MN 55447 PHONE: (952) 476-6000 FAX: (952) 476-0104 CONTACT: CHARLIE WIEMERSLAGE, P.E. EMAIL: C.WIEMERSLAGE@SATHRE.COM	DEVELOPER LENNAR 16305 36TH AVE N, SUITE 600 PLYMOUTH, MN 55446 CONTACT: JOE JABLONSKI PHONE: (952) 249-3014 EMAIL: JOE.JABLONSKI@LENNAR.COM PAUL TABONE PHONE: (952) 249-3086 EMAIL: PAUL.TABONE@LENNAR.COM

EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISION
LYNWOOD 2ND	1	CAW	11/29/2022	CITY COMMENTS
DRAWN	2	CAW	12/27/2022	CITY COMMENTS
CAW				
CHECKED				
CAW				
DATE				
10/03/22				

USE (INCLUDING COPYING, DISTRIBUTION, AND/OR CONVEYANCE OF INFORMATION) OF THIS PRODUCT IS STRICTLY PROHIBITED WITHOUT SATHRE-BERGQUIST, INC.'S EXPRESS WRITTEN AUTHORIZATION. USE WITHOUT SAID AUTHORIZATION CONSTITUTES AN ILLEGITIMATE USE AND SHALL THEREBY INDEMNIFY SATHRE-BERGQUIST, INC. OF ALL RESPONSIBILITY. SATHRE-BERGQUIST, INC. RESERVES THE RIGHT TO HOLD ANY ILLEGITIMATE USER OR PARTY LEGALLY RESPONSIBLE FOR DAMAGES OR LOSSES RESULTING FROM ILLEGITIMATE USE.

I HEREBY CERTIFY THAT THIS PLAN OR SPECIFICATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Charles A. Wiemerslage
 CHARLES A. WIEMERSLAGE, P.E.
 Date: 10/03/2022 Lic. No. 99180

ENGINEERS SURVEYORS DESIGNERS PLANNERS

SATHRE-BERGQUIST, INC.
 14000 25TH AVENUE NORTH, SUITE 120
 PLYMOUTH, MN 55447 (952) 476-6000

CITY PROJECT NO.
 --
RAMSEY, MINNESOTA

TITLE SHEET
LYNWOOD 2ND ADDITION
LENNAR

FILE NO.
 5401-686-200
01
26

LYNWOOD SECOND ADDITION

CITY OF RAMSEY
COUNTY OF ANOKA
SEC.20, TWP.32, RGE.25

KNOW ALL PERSONS BY THESE PRESENTS: That U.S. Home, LLC, a Delaware limited liability company, owner of the following described property situated in the State of Minnesota, County of Anoka, to wit:

OUTLOT B AND C, LYNWOOD

Has caused the same to be surveyed and platted as LYNWOOD SECOND ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said U.S. Home, LLC, a Delaware limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20__.

Signed: U.S. Home, LLC

Jon Aune, Division Vice President

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20__ by Jon Aune, Division Vice President of U.S. Home, LLC, a Delaware limited liability company, on behalf of the company.

(Signature)
Notary Public, _____ County, Minnesota

Notary Printed Name

My Commission Expires: _____

SURVEYORS CERTIFICATE

I Daniel L. Schmidt 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__.

Daniel L. Schmidt, Licensed Land Surveyor
Minnesota License No. 26147

STATE OF MINNESOTA
COUNTY OF HENNEPIN

This instrument was acknowledged before me this _____ day of _____, 20__ by Daniel L. Schmidt.

(Signature)
Notary Public, Hennepin County, Minnesota

Notary Printed Name

My Commission Expires: _____

CITY COUNCIL, CITY OF RAMSEY, MINNESOTA

This plat of LYNWOOD 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__.

By: _____
David M. Zieglmeier
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

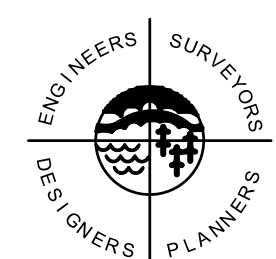
By: _____, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES COUNTY OF ANOKA, STATE OF MINNESOTA

I hereby certify that this plat of LYNWOOD 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 _____

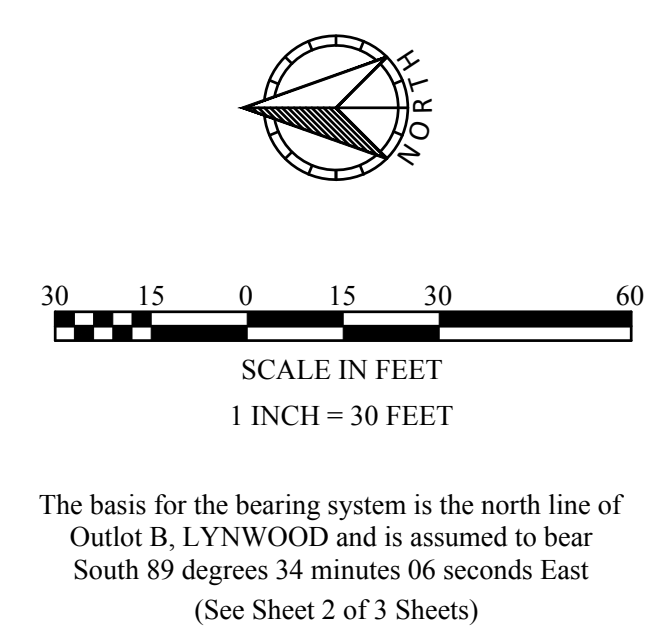
County Recorder/Registrar of Titles

By: _____, Deputy



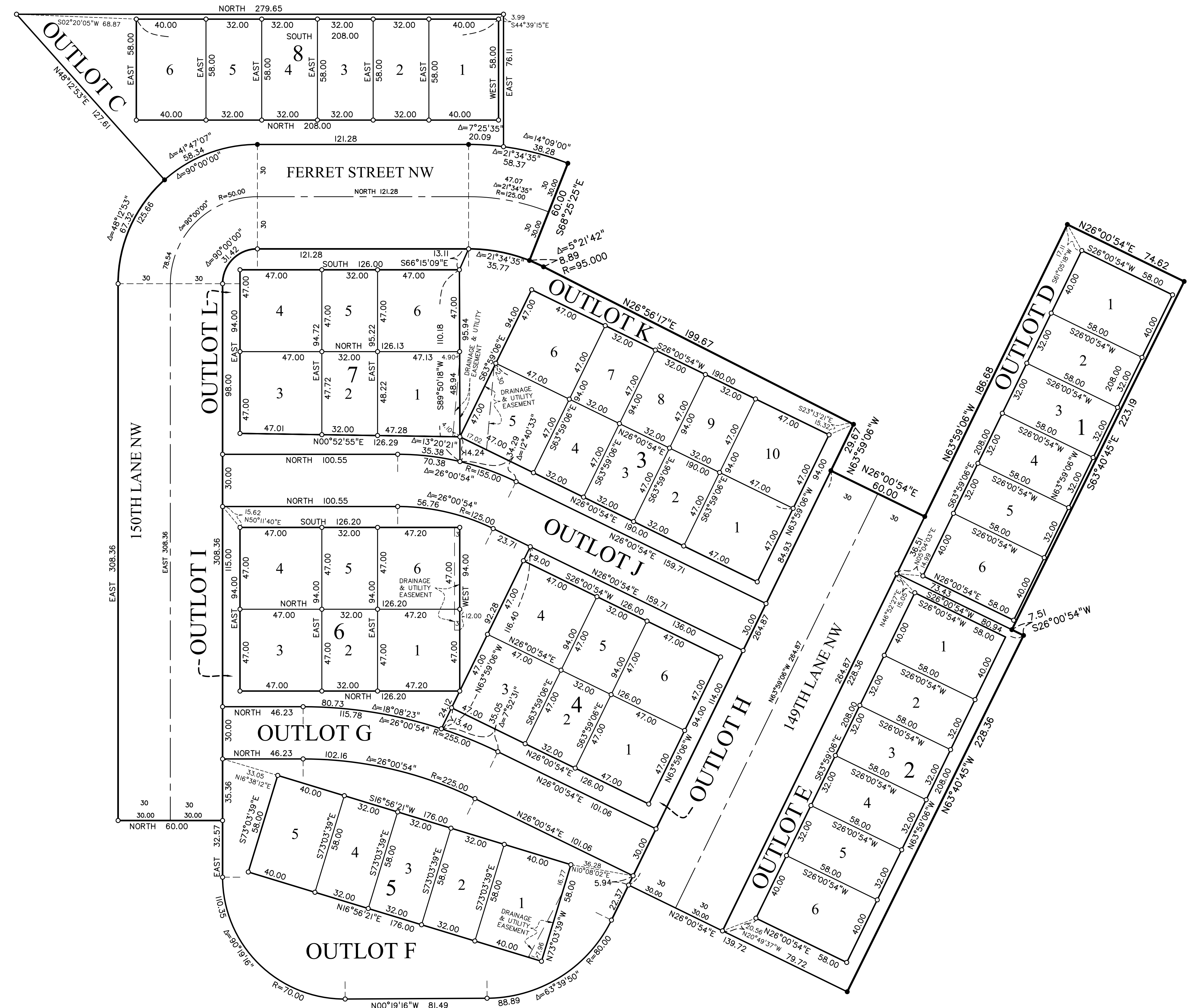
SATHRE-BERGQUIST, INC.

LYNWOOD SECOND ADDITION



- Denotes a 1/2 inch by 14 inch iron pipe set and marked by License No. 26147.
- Denotes a 1/2 inch pipe found and marked by License No.47481, unless shown otherwise.

DRAINAGE AND UTILITY OVER ALL OF OUTLOT C THROUGH OUTLOT L INCLUSIVE.



SATHRE-BERGQUIST, INC.

**CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR LYNWOOD ADDITION**

This Agreement (hereinafter the “Agreement”) is dated as of this [Click or tap here to enter text.](#) day of [Click or tap here to enter text.](#), [Click or tap here to enter text.](#) and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”) and U.S. Home, LLC, a Delaware Limited Liability Company under the laws of Delaware (the “**PERMITTEE**”).

Recitals

- A. The **PERMITTEE** is the owner of land legally described on the attached Exhibit A (the “Subject Property”).
- B. The **PERMITTEE** has received approval from the **CITY** to subdivide the Subject Property and plat the same as LYNWOOD SECOND ADDITION (the “Plat”).

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** enters 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 board(s) of the **PERMITTEE** has 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.
3. The Plans. The term "Plans" as used in this Agreement means the Final Plat Plans prepared by Sathre-Bergquist, Inc., dated October 3, 2022, and revised on _____. 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 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 public 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. Lot grading.
 - h. Sidewalks.
 - i. Electricity (within one-fourth mile).
 - j. Phone (within one-fourth mile).
 - k. Natural gas (within one-fourth mile).
 - l. Boulevard sodding.
 - m. Water shut off boxes.

(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 reproducible 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 Guaranty noted in Section 12 below until such as-built plans are received by the **CITY**. 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.

5. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot 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 12 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 12 or allows such financial guaranty 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 public improvements the **PERMITTEE** must construct or install are as follows:
 - a. Street striping (if required by Plans)
 - b. Street lights per agreement with Connexus Energy
 - c. Street and traffic control signs
 - (i) **CITY** will provide and install Street Name and Traffic Control signs per the approved Street Signage Plan, following payment by **PERMITTEE** to **CITY** pursuant to the established rates and charges in effect and outlined in Exhibit B attached hereto.
 - d. Installation of survey monumentation.

(the “Stage II Improvements”). The **PERMITTEE** must complete the construction of the Stage II Improvements, excluding the street and traffic control signs, which will be installed by the **CITY**, 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, excluding the street and traffic control signs, which the **CITY** will install.

11. Required Private Improvements. The private improvements the **PERMITTEE** will construct or install are as follows:
 - a. Sanitary sewer
 - b. Water
 - c. Storm drainage facilities
 - d. Stormwater maintenance

- e. Parking nodes
- f. Concrete curb and gutter
- g. Lot grading
- h. Landscaping

12. Financial Guaranty for Stage I Improvements, Stage II Improvements, and Required Private Improvements. The **PERMITTEE** shall provide a financial guaranty to the **CITY** guaranteeing the construction of the Stage I Improvements, Stage II Improvements, and Required Private Improvements, as well as their timely completion. The **PERMITTEE** shall be responsible for a financial guaranty in the amount of Seven Hundred Ninety-Four Thousand Six Hundred Eighteen Dollar and No Cents (**\$794,618.00**), which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I Improvements, Stage II Improvements, and Required Private Improvements (the "Financial Guaranty"). 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 Guaranty.
13. Inspection Escrow for the Stage I Improvements, Stage II Improvements, and Required Private Improvements. The **PERMITTEE** shall provide an inspection escrow to the **CITY** to inspect the Stage I Improvements, Stage II Improvements, and Required Private Improvements. The **PERMITTEE** shall be responsible for an inspection escrow in the amount of Thirty-One Thousand Seven Hundred Eighty-Five Dollars and No Cents (**\$31,785.00**), which amount is 5% of the City Engineer's estimated cost of the Stage I Improvements, Stage II Improvements, and Required Private Improvements. The inspection escrow must be in the form of cash. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon completion of the Stage I Improvements, Stage II Improvements, and Required Private Improvements, after acceptance by the **CITY**.
14. Warranty for Stage I and Stage II Improvements. The **PERMITTEE** shall provide a one-year warranty in the amount of One Hundred Fifty-Eight Thousand Nine Hundred Twenty-Four Dollars and No Cents (**\$158,924.00**), which is 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 required improvements and shall guarantee satisfactory performance of said improvements. The warranty must be in the form of a Letter of Credit, approved as to form by the **CITY**, or a cash escrow.
15. Maintenance Guaranty for Landscaping. It is herein agreed that the **PERMITTEE** shall provide the **CITY** a landscape maintenance guaranty to ensure the survival of the plantings. Said maintenance guaranty shall consist of cash or a Letter of Credit, approved as to form by the **CITY**, in the amount of Ten Thousand Eight Hundred Dollars and No Cents (**\$10,800.00**) [# plantings (120 trees) x cost/planting (\$300/tree) 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 Stage I Improvements and Required Private Improvements.
16. At the end of the two-year period, the **PERMITTEE** shall request a final inspection by the **CITY** to determine that all plantings that have been planted in accordance with the Plans have either survived or have been replaced. Upon approval of this final inspection, the landscape maintenance guaranty shall be returned to the **PERMITTEE**. In the event the

PERMITTEE fails to maintain the required plantings for a two-year period, the City Council may order the replacement of plantings with **CITY** day labor and/or by letting contracts and draw upon the landscape maintenance guaranty for payment. Only the City Council shall have the authority to direct replacement of the plantings and draw upon the landscape maintenance guaranty. The **PERMITTEE** hereby grants permission and a license to the **CITY** and/or its contractors and assigns to enter upon the Subject Property for the purpose of replacing plantings in the event of the **PERMITTEE**'s default.

17. 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.
18. Payment of Development Fees. The **PERMITTEE** must pay to the **CITY** the fees described on Exhibit B, which include Park Land Dedication Fees, Trail Development Fees, Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees, Stormwater Management Fees, Street Signage Fees, and Street Light Operation and Maintenance Fees.
19. 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 12 to the **CITY**; d.) obtained all necessary permits from the Lower Rum River Watershed Management Organization and has provided a copy of such permit(s) 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 Agreement requires to serve the lot and such utilities and storm water facilities are in place, operational and accepted by the **CITY**; (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.
20. **PERMITTEE** Defaults. If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE**'S obligations under this Agreement, 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 Subject Property. As an alternative to seeking recovery from the **PERMITTEE** or the Financial Guaranty, the **CITY** may levy special assessments against the Subject 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.
- d. The **CITY** may draw upon all or any portion of the Financial Guaranty the **PERMITTEE** has provided to the **CITY** pursuant to Section 12 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 21 (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 20 (d).

21. Miscellaneous.

- a. 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.

- 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, 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 Saturday 7:00 a.m. to 10:00 p.m. 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, Stage II, and Required Private 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.

- i. 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.

- j. 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.

- k. 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.

- l. 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 PERMITTEE:

U.S. Home, LLC
Attn: Jon Aune
16305 36th Ave No, Suite 600
Plymouth, MN 55446

TO THE CITY:

City of Ramsey
Attn: Community Development Director
7550 Sunwood Drive NW
Ramsey, MN 55303

[The remainder of this page is intentionally left blank.]

EXHIBIT A

Legal Description of the Subject Property

OUTLOTS B AND C, LYNWOOD, Anoka County, Minnesota

-or upon recording-

Lots 1-6, Block 1, Lots 1-6, Block 2, Lots 1-10, Block 3, Lots 1-6, Block 4, Lots 1-5, Block 5, Lots 1-6, Block 6, Lots 1-6, Block 7, Lots 1-6, Block 8, Outlots A, B, C, D, E, F, G, H, I, J, K, and L, Lynwood Second Addition.

EXHIBIT B

Fees Payable to the City

1. Park Dedication. The **PERMITTEE** is responsible for satisfying applicable Park Dedication Fee requirements. **PERMITTEE** must pay a Park Dedication Fee of **\$229,500.00** (51 units x \$4,500.00 per unit). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
2. Trail Development Fees. The **PERMITTEE** is responsible for satisfying applicable Trail Development Fee requirements. **PERMITTEE** must pay a Trail Development Fee of **\$76,500.00** (51 units x \$1,500.00 per unit). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
3. Sanitary Sewer Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Trunk Fee requirements. **PERMITTEE** must pay a Sanitary Sewer Trunk Fee of **\$68,799.00** (51 units x \$1,349.00). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
4. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Water Trunk Fee requirements. **PERMITTEE** must pay a Water Trunk Fee of **\$102,459.00** (51 units x \$2,009.00 per unit). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
5. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying applicable Stormwater Trunk Fee requirements. **PERMITTEE** must pay a Stormwater Management Fee of **\$27,234.00** (51 units x \$534.00 per unit). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
6. Street Light Operation and Maintenance Fee. The **PERMITTEE** is responsible for a Street Light Operation and Maintenance Fee of \$294 per light. **PERMITTEE** must pay a Street Light Operation and Maintenance Fee of **\$1,470.00** (\$294 x 5 lights = \$1,470.00). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
7. Street Sign Fee. While the CITY provides and installs the street name and traffic control signage, the **PERMITTEE** is responsible for paying for them at a rate of \$245 per sign. **PERMITTEE** must pay a Street Sign Fee of **\$5,635.00** (\$245 x 6 street name signs; \$245 x 13 no parking signs; \$245 x 4 stop signs). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
8. Development Fees for the Outlots. The **PERMITTEE** acknowledges that development fees are not being collected for any Outlots. The **PERMITTEE** acknowledges that development fees will be due upon development of any of the Outlots. The rate in effect at the time said future plat(s) is recorded will be collected.

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

RESOLUTION #23-006

**RESOLUTION APPROVING FINAL PLAT AND
DEVELOPMENT AGREEMENT FOR LYNWOOD SECOND ADDITION**

WHEREAS, U.S. Home LLC, dba Lennar, hereafter referred to as “Developer”, properly applied for Final Plat approval of the following described property located in the City of Ramsey:

Outlots B & C, Lynwood Addition, Anoka County, Minnesota

(the ‘Subject Property’); and

WHEREAS, the City Council reviewed the Final Plat of Lynwood Second Addition on January 10, 2023.

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 Final Plat and Development Agreement for Lynwood Second Addition, contingent upon:
 - a. Compliance with Staff Review Comments.
 - b. Approval by the City Attorney as to legal form.

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 10th day of January, 2023.

Mayor

ATTEST:

City Clerk

CC Regular Session

5. 12.

Meeting Date: 01/10/2023

Submitted For: Bruce Westby, Engineering/Public Works

By: Marsha Weidner, Engineering/Public Works

Information

Title

Adopt Resolution #23-007 Approving MnDOT Delegated Contracting Process Agreement #1052058

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #23-007 approving MnDOT Delegated Contracting Process Agreement #1052058.

Background:

Pursuant to Minnesota Statue Section 161.36, the Commissioner of Transportation must be appointed as an agent of the City of Ramsey to accept Federal Aid funds that are awarded to the City of Ramsey for eligible transportation related projects. The City cannot directly accept awarded Federal Aid funds for such projects. All Federal Aid funds designated for use by the City must be processed through the Minnesota Department of Transportation (MnDOT). Attached to this case is a copy of the current Delegated Contracting Process Agreement #1029992 executed in 2018. Also attached is a copy of proposed Delegated Contracting Process Agreement #1052058, which following Council approval will replace current agreement #1029992. A copy of the accompanying Email from MnDOT is also attached.

The City Engineer reviewed proposed Delegated Contracting Process Agreement #1052058 and supports executing the agreement as attached to allow the City to receive awarded Federal Aid funds in the future.

The City Attorney reviewed proposed Delegated Contracting Process Agreement #1052058 and supports executing the agreement as drafted and attached.

Notification:

Notifications are not required for this case.

Observations/Alternatives:

Observations:

Upon Council approval, a certified copy of Resolution #23-007 will be provided to MnDOT with each of the two (2) original agreements as requested. MnDOT will then provide an executed copy of DCP Agreement #1052058 for the City's records.

Alternatives:

Alternative #1 - Motion to adopt Resolution #23-007 approving MnDOT Delegated Contracting Process Agreement #1052058.

Funding Source:

No costs are associated with this request.

Recommendation:

The City Engineer recommends approving Alternative #1.

The City Attorney recommends approving Alternative #1.

Action:

Motion to adopt Resolution #23-007 approving MnDOT Delegated Contracting Process Agreement #1052058.

Attachments

Resolution

DCP #1029992

ACTION: DCP #1052058

MnDOT Email 120622

Form Review

Inbox

Bruce Westby

Brian Hagen

Form Started By: Marsha Weidner

Final Approval Date: 01/05/2023

Reviewed By

Bruce Westby

Brian Hagen

Date

01/05/2023 09:19 AM

01/05/2023 11:43 AM

Started On: 12/09/2022 01:59 PM

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

RESOLUTION #23-007

RESOLUTION APPROVING MINNESOTA DEPARTMENT OF TRANSPORTATION DELEGATED CONTRACTING PROCESS AGREEMENT #1052058

WHEREAS, pursuant to Minnesota Statute Section 161.36, the Commissioner of Transportation be appointed as Agent of the City of Ramsey to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

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

- 1) The Mayor and City Administrator are hereby authorized and directed for and on behalf of the City of Ramsey to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation Agency Agreement No. 1052058”, a copy of which said agreement was before the City Council and which is made a part hereof by reference.

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 10th day of January, 2023.

Mayor

ATTEST:

City Clerk



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This agreement is entered into by and between the City of Ramsey (“Local Government”) and the State of Minnesota acting through its Commissioner of Transportation (“MnDOT”).

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government’s agent in accepting federal funds on the Local Government’s behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration (“FHWA”) federal funds, hereinafter referred to as the “Project(s)”; and
2. This agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and
 - 2.2. This agreement supersedes agreement number old (99948)
 - 2.3. This project is for construction not research and development.
 - 2.4. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. **Effective Date.** This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. Upon the effective date, this agreement will supersede agreement 99948.

2. Local Government’s Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed licensed engineer, (“Project Engineer”), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government, to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

- 2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).
- 2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
- 2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.
- 2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
- 2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the Local Government will receive the sealed bids.
- 2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.
- 2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
- 2.3.6. The Local Government will receive and open bids.
- 2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 2.3.8. The Local Government entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy.
- 2.4. **Contract Administration.**
- 2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as provided in Section 18 of this agreement.

- 2.4.2. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.
- 2.5. Limitations.**
- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. Nondiscrimination. It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial

assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. Utilities. The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s), and for reimbursement of eligible costs pursuant to the terms of this agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date**.

5. Payment

5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or

expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.

- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements including, but not limited to, 2 CFR Part 200 imposed by the Local Government's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award, twenty four months prior to the **end date** of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
7. **Authorized Representatives**
- 7.1. MnDOT's Authorized Representative is:
- Name: Mitchell Rasmussen, or his successor.
- Title: State Aid Engineer
- Phone: 651-366-4831
- Email: Mitch.rasmussen@state.mn.us
- MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2. The Local Government's Authorized Representative is:
- Name: Bruce Westby or his/her successor.
- Title: Ramsey City Engineer
- Phone: 763-427-1410
- Email: bwestby@cityoframsey.com
- If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.
8. **Assignment Amendments, Waiver, and Agreement Complete**
- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 8.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

9. Liability and Claims

9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

10.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.

10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

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

13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

- 14.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
- 14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
- 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
15. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
16. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
17. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or

intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

- 18. Appendix II 2 CFR Part 200 Federal Contract Clauses.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.
- 18.1. Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.2. Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.3. Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 18.4. Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.5. Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for

compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- 18.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 18.11. **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 18.12. **Nondiscrimination.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be

subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.

18.13. Federal Funding Accountability and Transparency Act (FFATA).

18.13.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.


- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.

- 18.13.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.13.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
- 18.13.4. The Local Government will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
- 18.13.5. The Local Government's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

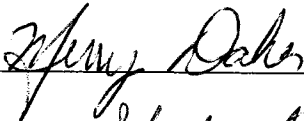
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City of Ramsey

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances


By: 
Title: Mayor
Date: 2/27/2018


DEPARTMENT OF TRANSPORTATION

By: 
Title: State Aid Engineer
Date: 2-12-2018

for

COMMISSIONER OF ADMINISTRATION

By: 
Title: City Administrator
Date: 2/27/18

By: 
Date: 3/12/18

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

RESOLUTION #18-028

RESOLUTION APPROVING MINNESOTA DEPARTMENT OF TRANSPORTATION DELEGATED CONTRACTING PROCESS AGREEMENT #1029992

WHEREAS, pursuant to Minnesota Statute Section 161.36, the Commissioner of Transportation be appointed as Agent of the City of Ramsey to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

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

- 1) The Mayor and City Administrator are hereby authorized and directed for and on behalf of the City of Ramsey to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1029992", a copy of which said agreement was before the City Council and which is made a part hereof by reference.

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

Mayor Strommen
Councilmember Johns
Councilmember Kuzma
Councilmember Riley
Councilmember Shryock

and the following voted against the same:

None

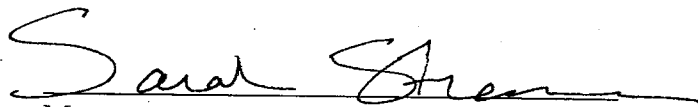
and the following abstained:

None

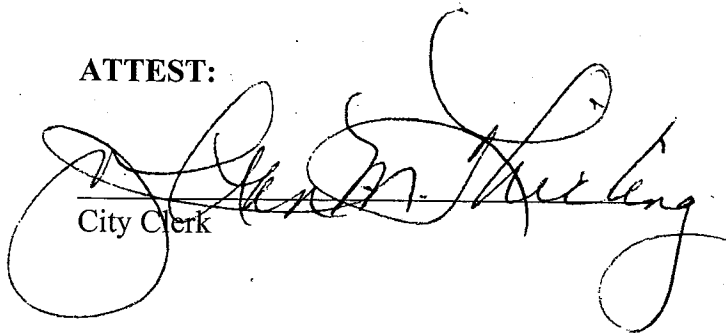
and the following were absent:

Councilmember LeTourneau
Existing Vacancy

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 12th day of February, 2018.


Mayor

ATTEST:

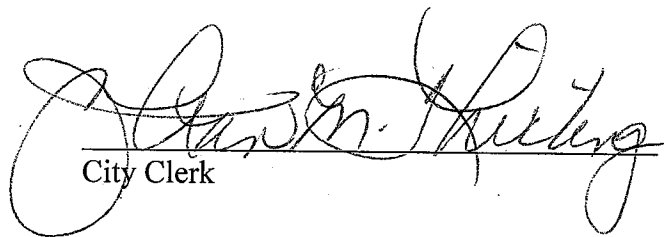

City Clerk

CERTIFICATION

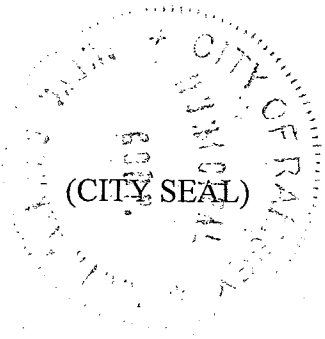
State of Minnesota)
)
County of Anoka)
)
City of Ramsey)

I hereby certify that the foregoing Resolution #18-028 is a true and correct copy of the Resolution adopted by the City Council of the City of Ramsey at a meeting thereof held in the City of Ramsey, Minnesota, on the 12th day of February, 2018, as disclosed by the records of said City in my possession.

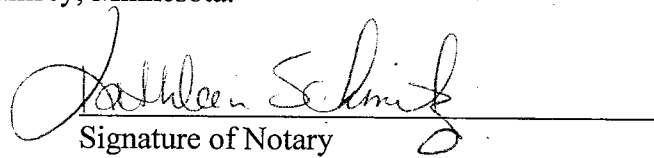
Dated this the 1st day of March, 2018.



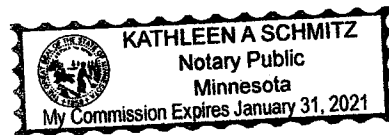
City Clerk



The foregoing instrument was acknowledged before me this 1st day of March, 2018, by Jo Ann M. Thieling, City Clerk for the City of Ramsey, Minnesota.



Signature of Notary





STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This Agreement is entered into by and between City of Ramsey (“Local Government”) and the State of Minnesota acting through its Commissioner of Transportation (“MnDOT”).

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government’s agent in accepting federal funds on the Local Government’s behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration (“FHWA”) federal funds, hereinafter referred to as the “Project(s)”; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
 - 2.2. This project is for construction, not research and development.
 - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement; Prior Agreement

- 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.
- 1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1029992.

2. Local Government’s Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, (“Project Engineer”), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This

written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.

2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.

2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The Local Government will receive and open bids.

2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

2.4. **Contract Administration.**

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable

federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. **Limitations.**

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further

agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

- 5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.
6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.
7. **Authorized Representatives**
- 7.1. MnDOT's Authorized Representative is:
- Name: Kristine Elwood, or her successor.
- Title: State Aid Engineer
- Phone: 651-366-4831
- Email: Kristine.elwood@state.mn.us
- MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.
- 7.2. The Local Government's Authorized Representative is:
- Name: Bruce Westby or their successor.
- Title: Ramsey City Engineer
- Phone: 763-427-1410
- Email: bwestby@cityoframsey.com
- If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.
8. **Assignment Amendments, Waiver, and Agreement Complete**
- 8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the

Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.
12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will

not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

- 13. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14. Termination; Suspension**
- 14.1. Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.
- 14.3. Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
- 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 15. Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 16. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.

17. Discrimination Prohibited by Minnesota Statutes §181.59. The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18. Federal Contract Clauses

- 18.1. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

- for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.1.10. Local Government will comply with 2 CFR § 200.323.

18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

a. Reporting of Total Compensation of the Local Government's Executives.

b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:

i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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City of Ramsey

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

From: [Nobach, Christopher \(DOT\)](#)
To: [Bruce Westby](#)
Cc: [Erickson, Daniel \(DOT\)](#); [Broughton, Rachel \(DOT\)](#); [Kruglova, Olga \(DOT\)](#)
Subject: 2022 Delegated Contract Process (DCP) Agreement for LPA Approval
Date: Tuesday, December 6, 2022 8:27:00 AM
Attachments: [image001.png](#)
[Sample Resolution.pdf](#)
[Ramsey.pdf](#)

Bruce Westby,

It is time to update the Delegated Contract Process (DCP) agreements between MnDOT and local public agencies (LPAs) eligible to receive federal funds. These agreements cover the roles and responsibilities associated with federal aid funds and allow for MnDOT to act as a local agency's agent in accepting these funds for construction projects.

Attached you will find the draft DCP agreement between MnDOT and your agency. Please review and obtain signatures if you approve. A Board/Council resolution similar to the attached example, must be passed. Please verify that the person/title authorized to sign as stated in the resolution, corresponds to the signature (person/title) on the signature page. **Please email a signed copy of the agreement and resolution back to Olga Kruglova.** Fully executed copies will be returned to you. If you do not get a new executed DCP agreement SALT may not be able to request federal authorization for any of your agencies future federally funded projects.

On April 4, 2022, the federal government switched from using the DUNS number to identify entities and is now using the [Unique Entity Identifier \(UEI\)](#) numbers. **When you send in your DCP agreement, please include your agency's UEI number in the body of the email.**

Please contact Olga Kruglova (olga.kruglova@state.mn.us) if you have any questions about the agreement execution process or Rachel Broughton (Rachel.broughton@state.mn.us) if you have questions about the agreement contents, LPA representative changes, or anything else.

Changes between 2018 DCP and 2022 DCP agreements include:

- Updated CFDA to Assistance Listing Number (ALN) and DUNS to Unique Entity Identifier (UEI)
- Addition of section 8.6 Electronic records and signatures
- Addition of section 8.7 Certification
- Addition of section 18.3 Title VI language/section
- Addition of section 18.4 Buy America
- Addition of section 18.1.11 referencing 2 CFR 200.216 *Prohibition on certain telecommunications and video surveillance services or equipment*
- Addition of section 18.1.12 referencing 2 CFR 200. 322 *Domestic preference for procurements*

Thanks,

Chris Nobach, P.E.

Assistant Project Development Engineer

State Aid for Local Transportation

651-366-3824 | christopher.nobach@state.mn.us

DOT-Logo-CMYK

CC Regular Session

5. 13.

Meeting Date: 01/10/2023

Submitted For: Bruce Westby, Engineering/Public Works

By: Marsha Weidner, Engineering/Public Works

Information

Title

Adopt Resolution #23-008 Authorizing Partial Payment No. 1 to A & B Construction Ltd for Improvement Project #22-10, Public Works Salt Shed.

Purpose/Background:

Resolution and Pay App Request Attached

Recommendation:

The Senior Engineering Technician has inspected the completed work and recommends partial payment No. 1 to A & B Construction LTD of Harper, Iowa, for Improvement Project #22-10, Public Works Salt Shed, in the amount of \$471,703.50.

Action:

Motion to adopt Resolution #23-008 Authorizing Partial Payment to A & B Construction LTD of Harper, Iowa, for Improvement Project #22-10, Public Works Salt Shed, in the amount of \$471,703.50.

Attachments

Resolution
Pay Estimate

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	01/05/2023 08:55 AM
Brian Hagen	Brian Hagen	01/05/2023 11:45 AM
Form Started By: Marsha Weidner		Started On: 12/21/2022 09:09 AM
Final Approval Date: 01/05/2023		

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

RESOLUTION #23-008

RESOLUTION AUTHORIZING PARTIAL PAYMENT NO. 1 TO A & B CONSTRUCTION LTD, FOR CITY IMPROVEMENT PROJECT #22-10, PUBLIC WORKS SALT SHED IMPROVEMENT

WHEREAS, the City proposes to construct a new salt storage building at 14199 Jaspar St under City Improvement Project #22-10; and

WHEREAS, pursuant to Ramsey City Council approved on July 13, 2021 the City Council awarded a design services proposal to Oertel Architects, Inc. for providing engineering services required to develop final plans and specifications for the purpose of soliciting bids for the construction of the salt storage building; and

WHEREAS, pursuant to Ramsey City Council resolution #22-059, adopted on March 8, 2022 the bid of A & B Construction of Harper Iowa, in the amount of \$469,110.00 for the total bid for construction of the improvement in accordance with the approved plans, specifications and advertisement for bid, was accepted as the lowest responsible bidder; and

WHEREAS, pursuant to Ramsey City Council resolution #22-246, adopted on October 25, 2022, the Ramsey City Council authorized the City Engineer to execute Change Order No. 1 for said project, in the amount of \$27,420.00.

WHEREAS, as of January 10, 2023 \$0 has been paid to date; and

WHEREAS, the Senior Engineering Technician has inspected the completed work and recommends partial payment No. 1 to A & B Construction LTD of Harper Iowa, for Improvement Project #22-10, Public Works Salt Shed, in the amount of \$471,703.50.

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

- 1) The City Council hereby authorizes partial payment No. 1 to A & B Construction LTD of Harper Iowa, for Improvement Project #22-10, Public Works Salt Shed, in the amount of \$471,703.50.
- 2) The City Council authorizes the Mayor and City Administrator is sign and release form for payment.
- 3) The total amount of this payment is not included in resolutions approving payment of bills for the date of January 10, 2023.
- 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 10th day of January, 2023.

Mayor

ATTEST:

City Clerk

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO OWNER: City of Ramsey MN

PROJECT: Salt Shed

APPLICATION NO.: 1
 PERIOD TO:
 PROJECT NOS.:

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	

FROM CONTRACTOR: Arb Construction LP

VIA ARCHITECT:

CONTRACT DATE:

CONTRACT FOR: Harpe IA 52231

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 469,110.00
2. Net change by Change Orders \$ 27,420.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 496,530.00
4. TOTAL COMPLETED & STORED TO DATE \$ 496,530.00
 (Column G on G703)
5. RETAINAGE:
 - a. 5 % of Completed Work \$ 24,826.5
 (Columns D + E on G703)
 - b. _____ % of Stored Material \$ _____
 (Column F on G703)
 - Total Retainage (Line 5a + 5b or
 Total in Column I of G703) \$ 24,826.5
6. TOTAL EARNED LESS RETAINAGE \$ 471,703.5
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 0.00
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 471,703.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 24,826.5
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

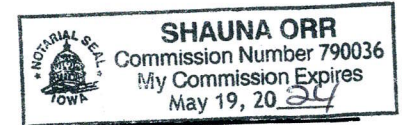
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Arb Construction LP

By: Bl. Hugg Date: 12/9/22

State of: Iowa
 County of: Washington
 Subscribed and sworn to before me this 9th day of December 2022

Notary Public: Shauna Orr
 My Commission expires: May 19, 2024



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 471,703.50

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Andrew Cooper Date: 12/13/2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 1
 APPLICATION DATE:
 PERIOD TO:
 ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
	Foundation	119,900.00	—	119,900.00	—	119,900.00			5995.00
	Tranels, for extensive asphalt	115,850.00	—	115,850.00	—	115,850.00			5792.5
	electriz	32,100.00	—	32,100.00	—	32,100.00			1605.00
	site work, subbase, soils corrections, bollards	72,210.00	—	72,210.00	—	72,210.00			3610.5
	structure	156,470.00	—	156,470.00	—	156,470.00			7823.5
		496,530.00	—	496,530.00		496,530.00			24,826.5



AIA DOCUMENT G703 • CONTINUATION SHEET FOR G702 • 1992 EDITION • AIA® • ©1992 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-5292 • WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

G703-1992

CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

CC Regular Session

5. 14.

Meeting Date: 01/10/2023

Submitted For: Bruce Westby, Engineering/Public Works

By: Marsha Weidner, Engineering/Public Works

Information

Title

Adopt Resolution #23-009 Authorizing Final Payment to North Valley, Inc. for Improvement Project 22-06, Woodpond Hills 2nd, - 5th Street Reconstructions.

Purpose/Background:

Resolution and Pay App Request Attached.

Observations/Alternatives:

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

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

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

Recommendation:

The Senior Engineering Technician has inspected the completed work and recommends final payment to North Valley, Inc., of Nowthen, Minnesota, for said project, in the amount of \$46,060.16.

Action:

Motion to adopt Resolution #23-009 authorizing final payment to North Valley, Inc., of Nowthen, Minnesota for Improvement Project #22-06, Wood Pond Hills 2nd – 5th Street Reconstructions, in the amount of \$46,060.16.

Attachments

Resolution

Pay Estimate Final

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	01/05/2023 08:51 AM
Brian Hagen	Brian Hagen	01/05/2023 11:45 AM
Form Started By: Marsha Weidner		Started On: 12/28/2022 08:40 AM
Final Approval Date: 01/05/2023		

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

RESOLUTION #23-009

RESOLUTION AUTHORIZING FINAL PAYMENT 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 January 10, 2023, \$524,069.99 has been paid to date; and

WHEREAS, the Senior Engineering Technician has inspected the completed work and recommends final payment to North Valley, Inc., of Nowthen, Minnesota, for said project, in the amount of \$46,060.16.

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 final payment to North Valley, Inc., of Nowthen, Minnesota for Improvement Project #22-06, Wood Pond Hills 2nd – 5th Street Reconstructions, in the amount of \$46,060.16.
- 2) The City Council hereby accepts the project and 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 10th day of January 2023.
- 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 10th day of January, 2023.

Mayor

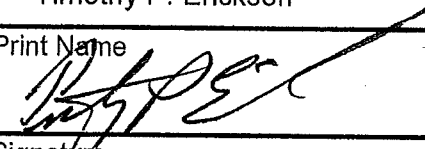
ATTEST:



City Clerk

Pay Estimate Summary Sheet

Estimate Number: 4 Final
 Project Number: 22-06
 Project Name: Wood Pond Hills 2nd - 5th Street Reconstructions
 Period Ending: November 30, 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. _____ Thru No. _____		
3	Total Funds Encumbered		\$ 568,135.15
4	Value of Work Completed		\$ 570,130.15
5	Retainage <u>0</u> %		\$ -
	Percent Complete <u>100%</u>		
6	Deductions or Charges		
7	Total Earned Less Retainage (Lines 4+5+6)		\$ 570,130.15
8	Previous Payment(s)		\$ 524,069.99
9	Payment Due (Lines 7-8)		\$ 46,060.16
10	Total Balance to Finish, Including Retainage (Lines 3-7)		\$ -

Certification of Final Payment	
I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between owner and the undersigned Contractor, and as amended by any authorized changes and the foregoing is a true and correct statement of the amount for the Final Estimate, the provisions of M.S. 290.92 have been complied with and that all claims against me by reason of the contract have been paid or satisfactorily secured.	
North Valley, Inc.	Timothy P. Erickson
Contractor Name	Print Name
Secretary/Treasurer	
Title	Signature
	December 9, 2022
	Date

City of Ramsey Approval	
	12/13/2022
Signature (Project Engineer)	Date
	12/19/2022
Signature (City Engineer)	Date

Wood Pond Hills 2nd - 6th Street Reconstructions
 I.P. 22-06
 Estimate No. 4 Final
 Period Ending November 30, 2022

Item No.	MnDOT No.	Item Description	Unit	CONTRACT AMOUNT			COMPLETED THIS PERIOD		COMPLETED TO DATE	
				Estimated Quantity	Unit Price	Extended Total	Quantity	Extended Total	Quantity	Extended Total
1	2021.501	Mobilization	LS	1.0	\$ 28,865.67	\$ 28,865.67	0.0	\$ -	1.0	\$ 28,865.67
2	2104.503	Remove Concrete Curb and Gutter	LF	644	\$ 8.11	\$ 5,222.84	0	\$ -	602	\$ 4,882.22
3	2104.503	Sawing Bituminous Pavement (Full Depth)	LF	402	\$ 2.54	\$ 1,021.08	0	\$ -	34	\$ 86.36
4	2104.503	Sawing Concrete Pavement (Full Depth)	LF	168	\$ 7.42	\$ 1,245.56	0	\$ -	68	\$ 499.72
5	2104.504	Remove Bituminous Pavement	SY	74	\$ 15.20	\$ 1,124.80	0	\$ -	74	\$ 1,124.80
6	2104.504	Remove Concrete Valley Gutter	SY	73	\$ 17.98	\$ 1,312.54	0	\$ -	73	\$ 1,312.54
7	2105.507	Common Excavation (EV)	CY	24	\$ 37.89	\$ 909.36	24	\$ 909.36	24	\$ 909.36
8	2105.507	Subgrade Excavation, Remove Unsuitable Material (EV)	CY	238	\$ 27.06	\$ 6,386.16	180	\$ 4,870.80	180	\$ 4,870.80
9	2105.607	Haul & Stockpile Reclaim Material (LV)	CY	2061	\$ 10.73	\$ 22,114.53	0	\$ -	2089	\$ 22,414.97
10	2106.507	Select Granular Borrow (CV)	CY	15	\$ 51.96	\$ 779.40	0	\$ -	0	\$ -
11	2112.519	Subgrade Preparation	RDST	46	\$ 258.80	\$ 11,904.80	0	\$ -	46	\$ 11,904.80
12	2130.523	Water	MGAL	184	\$ 41.14	\$ 7,569.76	58	\$ 2,386.12	150	\$ 6,171.00
13	2211.507	Aggregate Base Class 5 Modified (CV) 4"	CY	2388	\$ 24.17	\$ 57,717.96	0	\$ -	2388	\$ 57,717.96
14	2215.504	Full Depth Reclamation (7.0")	SY	16957	\$ 2.25	\$ 38,153.25	0	\$ -	16928	\$ 38,089.00
15	2231.504	Bituminous Patch	SY	29	\$ 51.96	\$ 1,506.84	0	\$ -	48	\$ 2,494.08
16	2232.504	Mill Bituminous Pavement (2.0")	SY	65	\$ 15.53	\$ 1,009.45	0	\$ -	65	\$ 1,009.45
17	2357.506	Bituminous Material for Tack Coat	GAL	1194	\$ 3.79	\$ 4,525.26	0	\$ -	856	\$ 3,282.14
18	2360.509	Type SP 12.5 Non Wearing Course Mixture (3,C) 2.0"	TON	1927	\$ 82.93	\$ 159,806.11	0	\$ -	1905	\$ 157,981.65
19	2360.509	Type SP 9.5 Wearing Course Mixture (3,C) 1.5"	TON	1446	\$ 89.63	\$ 129,480.38	0	\$ -	1635	\$ 137,428.55
20	2603.602	Grout Catch Basin	EA	10	\$ 200.27	\$ 2,002.70	0	\$ -	11	\$ 2,202.97
21	2603.602	Reset Catch Basin	EA	2	\$ 703.65	\$ 1,407.30	1	\$ 703.65	2	\$ 1,407.30
22	2603.603	Interior Chimney Seal	EA	24	\$ 157.72	\$ 3,785.28	0	\$ -	24	\$ 3,785.28
23	2504.602	Remove and Replace Valve Box Section	EA	5	\$ 243.57	\$ 1,217.85	0	\$ -	5	\$ 1,217.85
24	2504.602	Adjust Valve Box	EA	11	\$ 382.65	\$ 3,989.15	4	\$ 1,450.60	12	\$ 4,351.80
25	2506.502	Adjust Frame and Ring Casting	EA	24	\$ 899.33	\$ 21,823.92	0	\$ -	24	\$ 21,823.92
26	2521.504	6" Concrete Walk	SY	73	\$ 70.36	\$ 5,136.28	16	\$ 1,125.76	58	\$ 4,080.88
27	2531.503	Concrete Curb & Gutter Design B618	LF	246	\$ 39.24	\$ 9,653.04	78	\$ 3,060.72	256	\$ 10,045.44
28	2531.503	Concrete Curb & Gutter Design Surmountable	LF	388	\$ 39.24	\$ 15,617.52	0	\$ -	423	\$ 16,598.52
29	2531.604	7" Concrete Valley Gutter	SY	63	\$ 70.36	\$ 4,432.68	47	\$ 3,306.92	85	\$ 5,980.60
30	2531.618	Truncated Domes	SF	102	\$ 43.30	\$ 4,416.60	0	\$ -	92	\$ 3,983.60
31	2540.601	Landscape Restoration	LS	1	\$ 2,419.46	\$ 2,419.46	0	\$ -	1	\$ 2,419.46
32	2563.601	Traffic Control	LS	1	\$ 4,600.75	\$ 4,600.75	0.0	\$ -	1.0	\$ 4,600.75
33	2573.502	Storm Drain Inlet Protection	EA	15	\$ 146.14	\$ 2,192.10	0	\$ -	15	\$ 2,192.10
34	2573.503	Silt Fence	LF	60	\$ 3.56	\$ 213.60	0	\$ -	60	\$ 213.60
35	2574.507	Topsoil (LV)	CY	40	\$ 66.36	\$ 2,654.40	10	\$ 663.60	34	\$ 2,256.24
36	2574.508	Fertilizer Type 3	LBS	5	\$ 5.40	\$ 27.00	0	\$ -	5	\$ 27.00
37	2575.504	Rolled Erosion Prevention Category 72	SY	30	\$ 20.56	\$ 616.80	0	\$ -	30	\$ 616.80
38	2575.505	Seeding	ACRE	0.05	\$ 7,469.40	\$ 373.47	0.00	\$ -	0.05	\$ 373.47
39	2575.506	Hydraulic Mulch Matrix	LBS	200	\$ 3.24	\$ 648.00	0	\$ -	200	\$ 648.00
40	2575.508	Seed Mixture 25-151	LBS	10	\$ 27.05	\$ 270.50	0	\$ -	10	\$ 270.50
GRAND TOTALS						\$ 568,135.15	\$ 18,477.53	\$ 670,130.15		

Internal City Use Only			
Pavement Management Funds		\$ 17,773.88	\$ 560,073.47
Storm Sewer Utility Funds		\$ 703.65	\$ 3,899.93
Sanitary Sewer Utility Funds		\$ 4,651.25	\$ 4,651.25
Water Utility Funds		\$ 1,506.57	\$ 1,506.57
* Mobilization: 95% Street / 1% Storm / 3% Sanitary / 1% Water			
Total Funds		\$ 18,477.53	\$ 670,130.15

CC Regular Session

5. 15.

Meeting Date: 01/10/2023

Submitted For: Bruce Westby, Engineering/Public Works

By: Marsha Weidner, Engineering/Public Works

Information

Title

Adopt Resolution #23-010 Authorizing Final Payment to North Valley, Inc., for Improvement Project #22-04, 2022 Neighborhood Pavement Overlay Improvement.

Purpose/Background:

Resolution and Pay App Request Attached.

Observations/Alternatives:

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

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

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

Recommendation:

The Senior Engineering Technician has inspected the completed work and recommends final payment to North Valley, Inc., of Nowthen, Minnesota for Improvement Project #22-04, 2022 Neighborhood Pavement Overlay Improvements in the amount of \$41,521.57.

Action:

Motion to adopt Resolution #23-010 authorizing final payment to North Valley, Inc., of Nowthen, Minnesota for Improvement Project #22-04, 2022 Neighborhood Pavement Overlay Improvements, in the amount of \$41,521.57.

Attachments

Resolution

Pay Estimate Final

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	01/05/2023 08:52 AM
Brian Hagen	Brian Hagen	01/05/2023 11:45 AM
Form Started By: Marsha Weidner		Started On: 12/28/2022 08:24 AM
Final Approval Date: 01/05/2023		

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

RESOLUTION #23-010

RESOLUTION AUTHORIZING FINAL PAYMENT TO NORTH VALLEY, INC., FOR IMPROVEMENT PROJECT #22-04, 2022 NEIGHBORHOOD PAVEMENT OVERLAY IMPROVEMENTS

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 January 10, 2023, \$664,998.59 has been paid to date; and

WHEREAS, the Senior Engineering Technician has inspected the completed work and recommends final payment to North Valley, Inc., of Nowthen, Minnesota, for said project, in the amount of \$41,521.57

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 final payment to North Valley, Inc., of Nowthen, Minnesota for Improvement Project #22-04, 2022 Neighborhood Pavement Overlay Improvements, in the amount of \$41,521.57.
- 2) The City Council hereby accepts the project and 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 January 10, 2023.
- 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 10th day of January, 2023.

Mayor

ATTEST:


City Clerk

Pay Estimate Summary Sheet

Estimate Number: 4 Final
 Project Number: 22-04
 Project Name: 2022 Neighborhood Pavement Overlay Improvements
 Period Ending: November 30, 2022
 Contractor: North Valley, Inc.
 Address: 20015 Iguana Street NW, Suite 100, Nowthen, MN 55330

1	Original Contract Amount		\$ 732,929.10
2	Change Order(s) No. _____ Thru No. _____		
3	Total Funds Encumbered		\$ 732,929.10
4	Value of Work Completed		\$ 706,520.16
5	Retainage <u>0</u> %		\$ -
	Percent Complete <u>100%</u>		
6	Deductions or Charges		
7	Total Earned Less Retainage (Lines 4+5+6)		\$ 706,520.16
8	Previous Payment(s)		\$ 664,998.59
9	Payment Due (Lines 7-8)		\$ 41,521.57
10	Total Balance to Finish, Including Retainage (Lines 3-7)		\$ -

Certification of Final Payment	
I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between owner and the undersigned Contractor, and as amended by any authorized changes and the foregoing is a true and correct statement of the amount for the Final Estimate, the provisions of M.S. 290.92 have been complied with and that all claims against me by reason of the contract have been paid or satisfactorily secured.	
<u>North Valley, Inc.</u> Contractor Name	<u>Leslie A. Bloom</u> Print Name
<u>President</u> Title	 Signature
	<u>December 5, 2022</u> Date

City of Ramsey Approval	
 Signature (Project Engineer)	<u>12/13/2022</u> Date
<u>Bruce Wenz</u> Signature (City Engineer)	<u>12/19/2022</u> Date

2022 Neighborhood Pavement Overlay Improvements
 I.P. 22-04
 Estimate No. 4 Final
 Period Ending November 30, 2022

Item No.	MnDOT No.	Item Description	Unit	CONTRACT AMOUNT			COMPLETED THIS PERIOD		COMPLETED TO DATE	
				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	0.0	\$ -	1.0	\$ 55,445.54
2	2104.503	REMOVE CONCRETE CURB AND GUTTER	LF	1373	\$ 6.49	\$ 8,910.77	83	\$ 538.67	888	\$ 5,763.12
3	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	2206	\$ 2.65	\$ 5,845.90	0	\$ -	535	\$ 1,417.75
4	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	560	\$ 6.50	\$ 3,640.00	0	\$ -	273	\$ 1,774.50
5	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	90	\$ 15.33	\$ 1,379.70	0	\$ -	44	\$ 674.52
6	2104.504	REMOVE CONCRETE WALK	SY	258	\$ 10.70	\$ 2,760.60	0	\$ -	381	\$ 4,076.70
7	2211.507	AGGREGATE BASE CLASS 5 MODIFIED (CV)	CY	64	\$ 39.56	\$ 2,531.84	0	\$ -	47	\$ 1,859.32
8	2231.604	BITUMINOUS PATCH	SY	432	\$ 27.52	\$ 11,888.64	0	\$ -	901	\$ 24,795.52
9	2232.504	MILL BITUMINOUS SURFACE (2.0")	SY	25100	\$ 1.10	\$ 27,610.00	0	\$ -	24611	\$ 27,072.10
10	2232.504	MILL BITUMINOUS SURFACE (1.5")	SY	20853	\$ 1.01	\$ 21,061.53	0	\$ -	20584	\$ 20,789.84
11	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	3217	\$ 3.79	\$ 12,192.43	0	\$ -	2480	\$ 9,399.20
12	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) 2.0"	TON	2836	\$ 89.28	\$ 253,198.08	0	\$ -	2730	\$ 243,734.40
13	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) 1.5"	TON	1767	\$ 91.10	\$ 160,973.70	0	\$ -	1809	\$ 164,799.90
14	2503.602	GROUT CATCH BASIN	EA	68	\$ 200.34	\$ 13,623.12	0	\$ -	69	\$ 13,823.46
15	2503.602	RESET CATCH BASIN	EA	5	\$ 351.95	\$ 1,759.75	2	\$ 703.90	5	\$ 1,759.75
16	2503.603	INTERIOR CHIMNEY SEAL	EA	54	\$ 0.15	\$ 8.10	0	\$ -	59	\$ 8.85
17	2504.602	ADJUST VALVE BOX	EA	48	\$ 362.78	\$ 17,413.44	0	\$ -	53	\$ 19,227.34
18	2506.502	ADJUST FRAME AND RING CASTING	EA	57	\$ 324.88	\$ 18,518.16	0	\$ -	63	\$ 20,467.44
19	2521.504	6" CONCRETE WALK	SY	347	\$ 70.39	\$ 24,425.33	33	\$ 2,322.87	260	\$ 18,301.40
20	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LF	140	\$ 37.90	\$ 5,306.00	0	\$ -	177	\$ 6,708.30
21	2531.503	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	LF	1233	\$ 37.90	\$ 46,730.70	78	\$ 2,956.20	628	\$ 23,801.20
22	2531.604	7" CONCRETE VALLEY GUTTER	SY	7	\$ 70.39	\$ 492.73	0	\$ -	7	\$ 492.73
23	2531.616	TRUNCATED DOMES	SF	385	\$ 43.32	\$ 16,678.20	0	\$ -	426	\$ 18,454.32
24	2540.601	LANDSCAPE RESTORATION	LS	1	\$ 2,003.40	\$ 2,003.40	0	\$ -	1	\$ 2,003.40
25	2563.601	TRAFFIC CONTROL	LS	1	\$ 8,500.92	\$ 8,500.92	0.0	\$ -	1.0	\$ 8,500.92
26	2574.507	TOPSOIL (LV)	CY	45	\$ 74.34	\$ 3,345.30	0	\$ -	63	\$ 4,683.42
27	2574.508	FERTILIZER TYPE 3	LBS	2	\$ 9.74	\$ 19.48	0	\$ -	2	\$ 19.48
28	2575.504	SODDING TYPE LAWN	SY	345	\$ 17.32	\$ 5,975.40	0	\$ -	345	\$ 5,975.40
29	2575.505	SEEDING	ACRE	0.02	\$ 10,721.00	\$ 214.42	0.00	\$ -	0.02	\$ 214.42
30	2575.508	HYDRAULIC MULCH MATRIX	LBS	52	\$ 7.67	\$ 393.64	0	\$ -	52	\$ 393.64
31	2575.508	SEED MIXTURE 25-151	LBS	2	\$ 41.14	\$ 82.28	0	\$ -	2	\$ 82.28
GRAND TOTALS						\$ 732,929.10		\$ 6,521.64		\$ 706,520.16

Internal City Use Only			
	Pavement Management Funds	\$ 6,617.74	\$ 685,938.00
	Storm Sewer Utility Funds	\$ 703.90	\$ 18,909.94
	Sanitary Sewer Utility Funds	\$ -	\$ 1,672.22
* Mobilization: 91% Street / 6% Storm / 3% Sanitary			
	Total Funds	\$ 6,521.64	\$ 706,520.16

Meeting Date: 01/10/2023

By: Bruce Westby, Engineering/Public Works

Information

Title

Adopt Resolution #23-017 Approving Proposal from Bolton and Menk, Inc. to Prepare Plans and Specifications for Improvement Project #23-11, Trott Brook Crossing Sanitary Sewer Lift Station

Purpose/Background:

Purpose:

Adopt Resolution #23-017 approving design services proposal from Bolton and Menk, Inc. to prepare Plans and Specifications for Improvement Project #23-11, Trott Brook Crossing Sanitary Sewer Lift Station.

Background:

On January 11, 2022, the City Council approved the Preliminary Plat for the Trott Brook Crossing residential subdivision.

On November 7, 2022, the City Council approved a Grading Agreement for the Trott Brook Crossing residential subdivision, allowing grading activities for the first phase of construction to begin. The developer has since completed mass grading operations for the first phase of the subdivision, consistent with the approved preliminary plat

The Developer has not yet applied for Final Plat approval but is anticipated to do so in the near future.

Notification:

Notifications are not required for this case.

Observations/Alternatives:

Observations:

This is the same process the City followed to design the trunk sanitary sewer lift station improvements that are now serving the Riverstone South residential subdivision. In addition, Bolton and Menk was the design engineer for the Riverstone South lift station improvements. This process worked well, and Staff recommends using the same design engineer for the Trott Book Crossing lift station due to Bolton and Menk's familiarity with the City's design standards and sanitary sewer system, and since most of the lift station design will be similar to the Riverstone South lift station, allowing Bolton and Menk to efficiently and cost-effectively prepare plans and specifications.

Approving the attached design services proposal will allow the City to serve the Trott Brook Crossings residential subdivision with the necessary municipal trunk sanitary sewer in 2023 as required to meet the proposed development schedule.

Alternatives:

Alternative 1: Adopt Resolution #23-017 approving design services proposal from Bolton and Menk, Inc. to prepare Plans and Specifications for Improvement Project #23-11, Trott Brook Crossing Sanitary Sewer Lift Station.

Funding Source:

The design, permitting and bidding services outlined within the attached proposal will be provided at a not-to-exceed fee of \$82,802.

Funding for these professional services are proposed to come from sanitary sewer enterprise funds.

Recommendation:

Staff recommends approving alternative #1 to align with previous City Council approvals related to the Trott Brook Crossing residential subdivision, and to ensure that the City will be able to provide the required trunk sanitary sewer when homes are ready to be occupied.

Action:

Adopt Resolution #23-017 approving design services proposal from Bolton and Menk, Inc. to prepare Plans and Specifications for Improvement Project #23-11, Trott Brook Crossing Sanitary Sewer Lift Station.

Attachments

BMI PSE Proposal IP23-11
Resolution 23-017

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	01/05/2023 02:38 PM
Form Started By: Bruce Westby		Started On: 12/30/2022 03:14 PM
Final Approval Date: 01/05/2023		



Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

November 11, 2022

Mr. Bruce Westby, P.E.
City Engineer / Interim Director of Public Works
City of Ramsey
7550 Sunwood Drive NW
Ramsey, Minnesota 55303

RE: Proposal for Engineering Services – Trott Brook Lift Station Improvement Project

Dear Mr. Westby:

Bolton & Menk, Inc. appreciates the opportunity to submit this proposal for professional engineering services related to the above referenced project. The project includes construction of a lift station, valve vault and forcemain.

UNDERSTANDING

A summary of the primary project components is presented below:

Lift Station Site – The site is located in the southwest portion of the Makowsky Addition development area.

Lift Station - A wet well structure will be installed to capture sanitary sewer flow from the Makowsky Addition development, along with areas to the north and east of the lift station site. The future sanitary sewer line to the east is estimated at 29 feet deep. The bottom of the lift station will be approximately 4 to 6 feet lower, or 33 to 35 feet deep.

Valve Vault – The structure will be placed near the lift station.

Forcemain – The forcemain will be installed from the lift station to an existing manhole located in Variolite Street. The estimated length of forcemain is 2,300 feet. Final sizing of the forcemain will be completed as a portion of the project design.

Site Improvements – Improvements at the site will include an access drive and maintenance pad. We will work with the developer as we prepare the site grading plan.

ASSUMPTIONS

Our proposal is based on the best information available and accounts for minor scope revisions as the project moves forward. For clarity, we have listed a majority of the assumptions below as they relate to the project as a whole:

Plans and Specifications will be prepared to allow for a public bidding process. Project specifications will be prepared using Bolton & Menk specifications.

The Project Schedule will allow for 2023 bidding and construction.

The Preliminary Construction Cost for the improvements is estimated at \$1,375,000.

WORK PLAN

Our Work Plan includes all services required to deliver the project, with some assistance from the City of Ramsey as outlined below. Our services are anticipated to include:

Task 1: Project Management, Meetings and Procedural

Agency Coordination Meetings (2 Meetings)

Meetings are anticipated as described below:

City of Ramsey (Two Meetings)

Two meetings are anticipated with City of Ramsey staff. These meetings will discuss findings, issues, needs, and schedule to keep the project progressing.

Lower Rum River Watershed Management Organization (Telephone and Email Communications)

We will communicate with representatives of the Lower Rum River Watershed Management Organization to discuss the project scope and determine permitting requirements.

Developer / Developer's Engineer

We will coordinate as needed to allow for seamless integration of the lift station and forcemain with proposed improvements by the developer. We will keep the City apprised of all communications with the developer.

Meeting Exhibits and Documents

We will prepare all necessary layouts, handouts, etc. for each meeting. These are anticipated to include conceptual design layouts, final design layouts, schedule updates, cost spreadsheets and other materials needed throughout project delivery.

Document Formatting

The following programs will be used as we proceed through the project processes:

- Microsoft Word,
- Microsoft Excel,
- AutoCAD Civil 3D, and
- Adobe Acrobat.

Key Deliverables

Key project deliverables will include the following:

- All permit applications for signature and submittal,
- Signed plans and specifications, and
- Electronic copies of all documents in formats requested by the City of Ramsey. Formats will include AutoCAD Civil 3D, Word, Excel and pdf files.

Task 2: Data Collection, Analysis and Review

Topographic Survey

We will complete the following tasks:

- Set Survey Control – Anoka County Coordinates and NAD 88 elevation datum,

- Perform a Gopher State One Call,
- Perform a topographic survey, and
- Reduce the data and create a base map.

Geotechnical Exploration

We will work with American Engineering Testing (AET) to complete a deep boring in the area of the proposed structures. The deep soil bring will be used to determine soil types, groundwater elevation and structural capacity of the soils. As a portion of their services, AET will:

- Provide utility clearance,
- Drill one deep boring (exact depth to be determined),
- Drill four borings associated with the directionally drilled forcemain,
- Provide laboratory testing services, and
- Provide a geotechnical report.

Task 3: Preliminary Design Alternatives

We will prepare design layout for review and consideration. Benefits and impacts of the layout developed will be presented for review and consideration. The layout will include access drive, lift station, valve vault, maintenance pad, transformer pad, lighting, forcemain alignment, and construction limits.

Pump and Forcemain Sizing

We will complete a pump design and forcemain sizing during the preliminary design phase of the project. Once the pump and forcemain design has been completed, we will proceed to design the lift station manhole for the site.

Utility Coordination

We will contact private utility companies whose facilities may be impacted by construction. This will include sending preliminary layout drawings and final construction plans to the utility companies. We will also contact power suppliers to determine requirements for providing service to the site.

Preliminary Cost Estimates

The preliminary cost estimates will be completed to verify the construction estimates for the work.

Task 4: Construction Documents, Permitting and Approvals

Construction Plans and Specifications

Bolton & Menk will provide the City of Ramsey with final review construction plans and special provisions. Bolton & Menk will incorporate all City of Ramsey comments prior to completing final plans and special provisions for bidding.

Lift Station Plans

Our team will develop plans related to the lift station site based upon the preliminary design. Plans will include detailed drawings related to:

- Lift station,
- Valve vault,
- Access Drive,

- Maintenance pad,
- Electrical and controls, and
- Other site improvements.

Stormwater Pollution Prevention Plan (SWPPP)

Our team will design a stormwater management plan that adequately manages the runoff from and through the project area.

Plans will be prepared and included in the plan set, as well as submitted to the permitting agencies upon completion of this effort.

Final Cost Estimate

An updated engineer's cost estimate will be prepared upon completion of final design.

NPDES/SDS Permit Application

We do not anticipate the project will disturb more than one acre of land. No fees were included in our proposal for this effort.

Lower Rum River Watershed Management Organization Application and Related Activities

We anticipate that a grading permit will be required from the Lower Rum River Watershed Management Organization. The \$800 permit application fees will be invoiced to the City with no mark up from Bolton & Menk.

Storm water modeling will be extremely limited for the project. Based on the final configuration of the concrete pad(s) at the lift station site, the new impervious area will likely be between 400 and 600 square feet. We are assuming this will be directed towards a pond located south of the site. We will work with the City to describe the minimal impacts in the permit application.

No wetlands are anticipated along the corridor. We will provide a cursory wetland review to ensure that any excavations occur outside of wetland limits.

MPCA/MCES

Our understanding is the MPCA or the MCES require permit applications when lift stations are added to the sanitary sewer system. We have included fees for preparation of the necessary permits.

Task 5: Bidding Phase Services

Coordinate Solicitation of Bids

We will prepare and submit the Advertisements for Bid for the appropriate publications and upload the bidding documents onto Quest CDN.

Pre-Bid Conference

None anticipated.

Bidding Questions

We will be available throughout the Bidding Phase of the project to answer questions from potential Bidders as they arise.

Addenda

We will prepare Addenda for the project during the Bidding Phase, if required. This will include preparing revisions to plans and specifications to include with the Addenda.

Bid Opening and Bid Tab

Bolton & Menk will attend and help facilitate the bid opening and will tabulate the bids.

Review Bids and Bidders

We will review the bids to verify accuracy and validity.

Recommendation of Award

We will recommend an award based on the review of the bids.

SCHEDULE AND COMPENSATION

Project Schedule

We will begin our work immediately after authorization. We will work with the City of Ramsey to advance the schedule to allow for bidding in the winter of 2022/2023. Construction is anticipated to begin in early summer of 2023. Some items such as controls and pumps have longer lead times, meaning final completion may not occur until the end of 2023.

Compensation

We have prepared an estimate of time and included not-to-exceed fees associated with completing the tasks described in this letter. The estimate is attached to this letter for review and concurrence.

If there are any questions related to this proposal, please call me at (651) 968-7760.

Sincerely,

Bolton & Menk, Inc.



Kevin P. Kielb, P.E.
Project Manager

ATTACHMENTS

Fee and Cost Spreadsheets

SUMMARY OF HOURS AND FEES

CLIENT: City of Ramsey PROJECT: Trott Brook Lift Station Improvements											
TASK NO.	WORK TASK DESCRIPTION	Project Manager	Project Engineer	Task Manager	Licensed Land Surveyor	EIT / CAD / GIS Technician	Clerical	Total Hours	Total Fees		
	Personnel ---->	Kielb	Lingl	Salo	Hill	Staff	Ogren				
1	Project Management, Meetings and Procedural	6	14	4	0	0	4	28	\$4,266.00		
2	Data Collection, Review and Analyses	2	6	0	4	64	0	76	\$12,530.00		
3	Preliminary Design	8	34	10	0	0	2	54	\$8,408.00		
4	Construction Documents, Permitting and Approvals	10	172	68	0	0	6	256	\$39,034.00		
5	Bidding Phase Services	3	10	4	0	0	6	23	\$3,264.00		
TOTAL BASE HOURS		29	236	86	4	64	18	437			
AVERAGE HOURLY RATE		\$200.00	\$145.00	\$170.00	\$175.00	\$165.00	\$89.00				
SUBTOTAL		\$5,800.00	\$34,220.00	\$14,620.00	\$700.00	\$10,560.00	\$1,602.00				
TOTAL BASE LABOR COSTS										\$67,502.00	
Sub-Consultant Fees (Barr Engineering)										\$9,000.00	
Sub-Consultant Fees (AET Geotechnical)										\$5,500.00	
Estimated Permit Fees										\$800.00	
TOTAL FEE										\$82,802.00	

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

RESOLUTION #23-017

RESOLUTION APPROVING PROFESSIONAL SERVICES PROPOSAL TO PREPARE PLANS AND SPECIFICATIONS FOR IMPROVEMENT PROJECT #23-11, TROTT BROOK CROSSING SANITARY SEWER LIFT STATION IMPROVEMENTS

WHEREAS, pursuant to Ramsey City Council Resolution #22-010, adopted January 11, 2022, the City Council approved the Preliminary Plat for the Trott Brook Crossing residential subdivision; and

WHEREAS, pursuant to Ramsey City Council Resolution #22-252, adopted November 7, 2022, the City Council approved a Grading Agreement for the Trott Brook Crossing residential subdivision, allowing grading activities for the first phase of construction to begin; and

WHEREAS, the Developer has not yet applied for Final Plat approval but has completed mass grading operations for the first phase of the Trott Brook Crossing residential subdivision, consistent with the approved preliminary plat; and

WHEREAS, approving the proposal from Bolton and Menk, Inc. to prepare final plans and specifications for Improvement Project #23-11 will allow the City to serve the Trott Brook Crossings residential subdivision with the necessary municipal trunk sanitary sewer in 2023 as required to meet the proposed development schedule.

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

- 1) The Ramsey City Council directs the Mayor and City Administrator to execute the proposal from Bolton and Menk, Inc. to prepare final plans and specifications for Improvement Project #23-11, Trott Brook Crossing Sanitary Sewer Lift Station Improvements, 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 10th day of January, 2023.

Mayor

ATTEST:

City Clerk

Meeting Date: 01/10/2023

By: Sean Sullivan, Community Development

Information

Title

Adopt Resolution #23-018 Approving Purchase Agreement and Sale of Multiple RALF Parcels for Ramsey Gateway Project

Purpose/Background:

Purpose:

The purpose of this case is to approve the Purchase Agreement and authorize the sale of multiple parcels for Ramsey Gateway Hwy 10 Project.

Background:

From 2004-2017, The City of Ramsey acquired many parcels north of the existing Highway 10 to obtain future right of way for improvements to Highway 10. The City continues to receive requests from Anoka County for the acquisition of full and partial parcels needed to complete the Hwy 10 project. This group of parcels identified on the Settlement Agreement are partial acquisitions for Right of Way for Hwy 10 and/or the Frontage Road System north of Hwy 10 and south of the railroad tracks. Revenue received from Anoka County by the City for these acquisitions will be used to pay off a portion of RALF Loans L-08-01, L-07-05, L04-04, L05-03 and L-06-02 summarized below:

RALF Loan	Loan Value	Proposed Repayment	Property Purchase %	Repayment %
L0801*	\$1,260,686.00	\$56,852.18	4.5	4.5
L0705	\$551,934.00	\$28,796.96	5.2	5.2
L0404	\$372,647.00	\$22,023.12	5.9	5.9
L0503	\$263,334.00	\$27,749.00	10.5	10.5
L0602	\$384,868.00	\$100,940.01	13.1	13.1
<i>sum</i>	\$2,833,469.00	\$236,361.27		

As mentioned above, these transactions are partial acquisitions which is the reason that a Settlement Agreement rather than the typical Purchase Agreement is being used here.

Restrictive Covenants:

Restrictive Covenants, prohibiting the sale or installation of improvements on the remnant parcels not needed for the Hwy 10 project is required by the Met Council. This item will be addressed in a separate Council Case and Resolution.

Notification:

None required

Observations/Alternatives:

Property acquisition along Hwy 10 for the Ramsey Gateway project has commenced by Anoka County. Anoka County has presented a Settlement Agreement to acquire Parcels 60, 62, 65, 68 and 69, Anoka County ROW Plat No 103 and Parcel 7PE, Anoka County ROW Play No 102 from the City of Ramsey. The partial payment amounts for the partial acquisitions is highlighted above. Future sales of remnant parcels that the city holds are based on "Fair Market Value" in the event that they are not needed for the highway project. Staff supports the sale of the parcels identified above.

Alternatives:

- 1) Adopt Resolution #23-018 Approving Settlement Agreement and Sale of Multiple RALF Parcels for Ramsey Gateway Project(as presented); subject to City Attorney review.
- 2) Adopt Resolution #23-018 Approving Settlement Agreement and Sale of Multiple RALF Parcels for Ramsey Gateway Project (with changes); subject to City Attorney review.
- 3) Something else

Funding Source:

There is no cost to the city for this transaction. The proceeds from the sale will be used to pay off portions of RALF Loans L-08-01, L-07-05, L04-04, L05-03 and L-06-02. The County of Anoka will be responsible for all the closing costs of these sales transactions.

Recommendation:

Staff recommends adoption of Resolution #23-018 Approving Settlement Agreement and Sale of Multiple RALF Parcels for Ramsey Gateway Project(as presented); subject to City Attorney review.

Action:

Motion to Adopt Resolution #23-018 Approving Settlement Agreement and Sale of Multiple RALF Parcels for Ramsey Gateway Project(as presented); subject to City Attorney review.

Attachments

- ACTION - Resolution #23-018
- ACTION - Settlement Agreement
- Reference - Hwy ROW Plat No. 02
- Reference - Hwy ROW Plat No.103
- Closing Statement - 7PE
- Closing Statement - 60
- Closing Statement - 62
- Closing Statement - 65
- Closing Statement - 68 and 69
- RALF Loan Outstanding Balances

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	01/04/2023 05:14 PM
Form Started By: Sean Sullivan		Started On: 01/03/2023 08:09 AM
Final Approval Date: 01/04/2023		

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

RESOLUTION #23-018

RESOLUTION APPROVING SETTLEMENT AGREEMENT AND SALE OF MULTIPLE RALF PARCELS FOR THE RAMSEY GATEWAY PROJECT

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

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

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

WHEREAS, the sales price for each parcel is defined below in the Proposed Repayment column and the city proceeds will go to pay off the partial balances of RALF Loans L08-01, L07-05, L04-04, L05-03 and L06-02

RALF Loan	Loan Value	Proposed Repayment	Property Purchase %	Repayment %
L0801*	\$1,260,686.00	\$56,852.18	4.5	4.5
L0705	\$551,934.00	\$28,796.96	5.2	5.2
L0404	\$372,647.00	\$22,023.12	5.9	5.9
L0503	\$263,334.00	\$27,749.00	10.5	10.5
L0602	\$384,868.00	\$100,940.01	13.1	13.1
<i>sum</i>	\$2,833,469.00	\$236,361.27		

; and

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

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

- 1) That the City hereby declares the Property to be surplus City-owned land, and authorizes the Property to be sold for Hwy 10 ROW/Easement purposes.

- 2) That the City hereby authorizes the sale of the Property to the County of Anoka for Two Hundred Thirty-Six Thousand Three Hundred Sixty-one and 27/100's Dollars (\$236,361.27).
- 3) That the City authorizes execution of the Settlement Agreement with the County of Anoka to sell the Property.
- 4) The City authorizes the proceeds from the sale of the Property to be used to pay off partial balances of RALF Loans L08-01 (part of Tax ID 28-32-25-43-0002 – Parcel 7PE), L07-05 (part of Tax ID 35-32-25-23-0006 – Parcel 60), L04-04 (part of Tax ID 35-32-25-31-0007 – Parcel 62), L05-03 (part of Tax ID 35-32-25-31 – Parcel 65) and L06-02 (part of Tax ID 35-32-25-31-0028 – Parcels 68 and 69).
- 5) That the City hereby authorizes the City Administrator and Mayor to sign any and all documents necessary to transfer the Property to the County of Anoka, consistent with Charter and State law requirements.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

None

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of January 2023.

Mayor

ATTEST:

City Clerk

EXHIBIT A
The “PROPERTY”

Parcel 7 (PE)

A perpetual permanent easement for vehicular access related to Burlington Northern Santa Fe (BNSF) railway maintenance, and all such purposes ancillary, incident or related thereto, over, under, across, and upon that real property legally described as: Parcel 7PE, Anoka County Highway Right-of-Way Plat No. 102, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 60

In Fee Title: Parcel 60, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 62

In Fee Title: Parcel 62, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 65

In Fee Title: Parcel 65, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 68

In Fee Title: Parcel 68, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 69

In Fee Title: Parcel 69, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

**SETTLEMENT AGREEMENT FOR ACQUISITION OF PROPERTY
ANOKA COUNTY HWY 10 INTERCHANGE AT CSAH 57 (SUNFISH LAKE BLVD.)
PROJECT NOS. SP 002-656-001 and 002-657-003**

(RALF PARCELS 7, 60, 62, 65, 68, 69)

This agreement is made and entered into this ____ day of _____ 2023 by and between the County of Anoka, a political subdivision of the State of Minnesota ("County") and the City of Ramsey ("Owner") with property located along Highway 10 NW, Ramsey, Minnesota, as described below.

WITNESSETH:

WHEREAS, the Anoka County Highway Department proposes to construct new grade separated interchanges at CSAH 56 (Ramsey Blvd.) and CSAH 57 (Sunfish Lake Blvd.) and U.S. Highway 10/169, and grade-separated crossings at CSAH 56/57 and BNSF railway in the city of Ramsey, as part of Anoka County Highway Project Nos. 002-656-001 and 002-657-003 (collectively "Highway Project"); and

WHEREAS, Owner is the fee owner of property located along Highway 10 NW, Ramsey, Anoka County, Minnesota, and which parcels are identified as Parcels 7, 60, 62, 65, 68, and 69 in the Highway Project, identified for tax purposes as PIN Nos. 28-32-25-43-0002 (Parcel 7), 35-32-25-23-0006 (Parcel 60), 35-32-25-31-0007 (Parcel 62), 35-32-25-31-0024 (Parcel 65), 35-32-25-31-0027 (Parcel 68), and 35-32-25-31-0028 (Parcel 69) (collectively "RALF Parcels"); and

WHEREAS, the city RALF Parcels consist of unimproved land that was acquired for future highway purposes and are encumbered by loans from the Right-of-way Acquisition Loan Fund (RALF) issued by the Metropolitan Council; and

WHEREAS, the County needs to acquire a portion of the RALF Parcels, legally described in the attached Exhibit A, in order to construct the Highway Project; and

WHEREAS, the County and Owner, in consultation with the Metropolitan Council real estate department, have reached an agreement to fully and finally settle all amounts owed for the purchase of real estate and for any and all actual or potential claims for damages from acquisition of the RALF Parcels relating to the construction of the Highway Project.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. AGREEMENT ON VALUE OF REAL ESTATE

The County and Owner acknowledge that the outstanding loan values of the RALF Parcels have been used to proportionately value the land that is needed for the Highway Project. Neither the County nor Owner obtained appraisals and the values have been determined in consultation with the Metropolitan Council.

2. SETTLEMENT AMOUNT

The County and Owner agree that just compensation for all damages suffered as a result of the County’s proposed Highway Project and acquisition of the RALF Parcels described in Exhibit A, are reflected in the “acquisition price” in the chart below (“Settlement Amount”). Payment of the Settlement Amount, plus all recording and related fees reflected on the Closing Statements, shall constitute full and complete satisfaction of any and all claims that Owner has now or may have in the future against the County regarding the RALF Parcels, the Highway Project, attorney’s fees, or any other costs or damages resulting from or relating to the acquisition of the RALF Parcels and construction of the Highway Project.

Parcel #	PID #	address	Loan #	Balance	Lot size (acre)	Lot size (SF)	Loan per SF	Acquisition Area (SF)	ACQUISITION PRICE
7	28-32-25-43-0002	7443 Hwy 10	L-08-01	\$1,260,686.00	3.37	146,797	\$ 8.59	6620	\$ 56,852.18
60	35-32-25-23-0006	6201 Hwy 10	L-07-05	\$ 551,934.00	1.1	47,916	\$ 11.52	2500	\$ 28,796.96
62	35-32-25-31-0007	6159 Hwy 10	L-04-04	\$ 372,647.00	0.39	16,988	\$ 21.94	1004	\$ 22,023.12
65	35-32-25-31-0024	unassigned	L-05-03	\$ 263,334.00	0.61	26,572	\$ 9.91	2800	\$ 27,749.00
68	35-32-25-31-0027	6101 Hwy 10	L-06-02	\$ 384,868.00	0.43	18,731	\$20.55	2508	\$ 51,532.71
69	35-32-25-31-0028	6101 Hwy 10	L-06-02	\$ 384,868.00	0.5	21,870	\$17.67	2796	\$ 49,407.30

3. EXECUTION AND DELIVERY OF DEED / RELEASES

As a result of this Settlement, prior to or at the closing on the real estate, Owner shall:

- a. Sign and deliver to the County fully executed deed(s) in recordable form, conveying all property interests described in Exhibit A to the County; and

- b. Provide the necessary releases or satisfactions so the County may acquire marketable title to the property described in Exhibit A; and
- c. Provide any other documents necessary to fulfil obligations of the Settlement Agreement or to convey marketable title of the property described in Exhibit A to the County; and

4. PAYMENT OF SETTLEMENT AMOUNT

The County shall issue checks payable the Metropolitan Council for the Settlement Amounts, to repay the designated portion of the Owner's RALF loans on the Property. Payment to the Metropolitan Council shall be made via check or preferably via ACH, with remittance to metcar@metc.state.mn.us including reference "RALF Loans L08-01" and so forth, for each RALF Parcel. The County shall also be responsible for recording fees and associated costs, as reflected on the Closing Statements. Upon payment, the Owner shall ensure that the County will receive executed partial releases of any restrictive covenants on the above-described Property, if any such release is requested by the County or the Met Council.

5. FULL RELEASE OF CLAIMS / OTHER CONSIDERATIONS

In exchange for payment of the above-described Settlement Amount (less costs of closing) the sufficiency of which is hereby acknowledged, Owner, and its officers, directors, partners, managers, members, successors and assigns, hereby fully release and discharge Anoka County and all of its elected officials, employees, directors, and officers, from any and all claims, demands, damages, actions, attorneys' fees, losses, causes of action or suits of any kind or nature, known or unknown, for any and all claims arising from any source whatsoever, including but not limited to claims arising out of or relating in any way to the Highway Project.

6. AGREED TO AWARD

If there are any liens, encumbrances or other interests of any kind which may affect marketable title to the RALF Parcels described in Exhibit A, and documentation discharging, releasing or clearing the same is not provided to the County, Owner understands and agrees that acquisition of the property shall be through condemnation, that a stipulated award in the Settlement Amount provided by this agreement shall be entered by the court-appointed condemnation

Commissioners and that said payment may, in the County's discretion, be deposited with the court pursuant to Minn. Stat. §117.125.

7. COUNTERPARTS

This Amendment may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates so indicated.

OWNER / SELLER:

City of Ramsey, a Minnesota municipal corporation

COUNTY / BUYER:

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

By: _____
Mark E. Kuzma, Mayor

By: _____
Joseph J. MacPherson, County Engineer

Dated: _____

Dated: _____

By: _____
Brian Hagen, City Administrator

Dated: _____

EXHIBIT A
(Legal Descriptions)

Parcel 7 (PE)

A perpetual permanent easement for vehicular access related to Burlington Northern Santa Fe (BNSF) railway maintenance, and all such purposes ancillary, incident or related thereto, over, under, across, and upon that real property legally described as: Parcel 7PE, Anoka County Highway Right-of-Way Plat No. 102, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 60

In Fee Title: Parcel 60, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 62

In Fee Title: Parcel 62, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 65

In Fee Title: Parcel 65, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 68

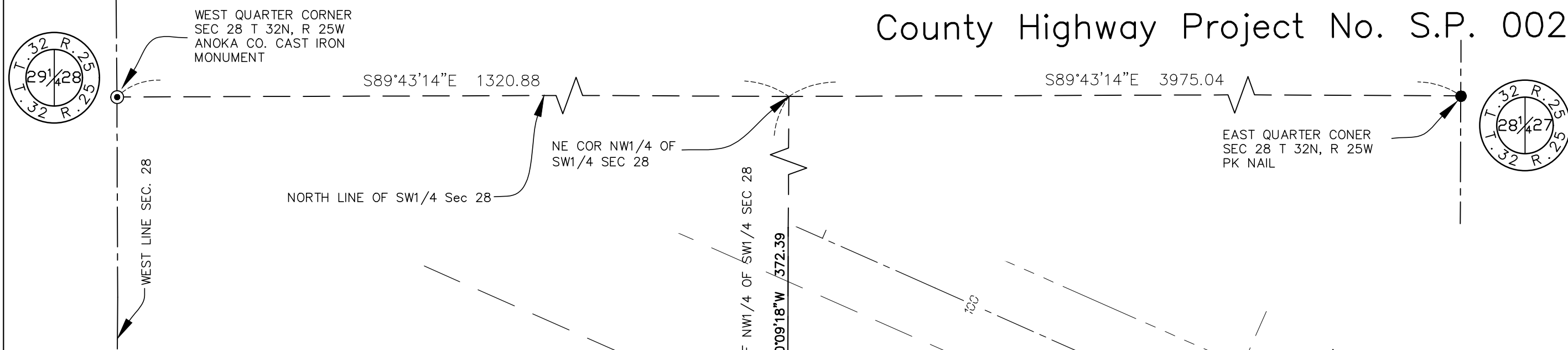
In Fee Title: Parcel 68, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 69

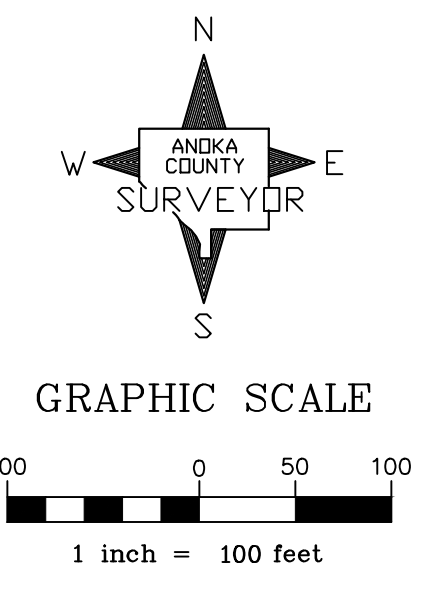
In Fee Title: Parcel 69, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 102

County Highway Project No. S.P. 002-656-001



DATA CONTAINED WITHIN THIS BOX FOR INSTRUCTIVE AND INFORMAL PURPOSES ONLY											
RIGHT-OF-WAY IN SECTION 28, TOWNSHIP 32, RANGE 25											
PARCEL	OWNER	LOCATION: BY PARCEL IDENT. NUMBER (PIN)	DEED RECORD DOCUMENT NO. OR BOOK, PAGE	TORRENS CERTIFICATE NUMBER	ENTIRE TRACT ACRES / SQUARE FEET	EXISTING RIGHT OF WAY ACRES / SQUARE FEET	NEW HWY. RIGHT OF WAY ACRES / SQUARE FEET	PERMANENT EASEMENT ACRES / SQUARE FEET	TEMPORARY EASEMENT ACRES / SQUARE FEET	TEMPORARY EASEMENT EXPIRES DATE	BALANCE OF TRACT REMAINING
											ACRES / SQUARE FEET
1	TODD N BIALON	283225310003	1746056		1.1993		1.1993				0.000
2	CITY OF RAMSEY	283225310020	2025379.001		52.242		52.242				0
3	CITY OF RAMSEY	283225310007	2025379.001		0.6817		0.6817				0.000
4	CITY OF RAMSEY	283225310005	2008191.002		29.694		29.694				0
5, 6	NOT USED				0.6179		0.6179				0.000
7PE	CITY OF RAMSEY	283225430002	1998453.006		26,914		26,914				0
142	TODD N BIALON	283225310021	1746056		2.2315		2.2315				1.7400
					97,201		21,408				75,793
					3.3697			0.1520			3.3697
					146,782			6,620			146,782
					0.2078		0.2078				0.000
					9,051		9,051				0



CONVENTIONAL SYMBOLS	
Section Line	---
Quarter Line	---
Quarter Quarter Line	---
Property Line	---
Plat Boundary Line	---
Existing R/W Line	---
R/W Parcel Number	1
Temporary Easement	2TE
Permanent Easement	2PE
Right-of-Way Monument	○
Judicial Land Monument	●
Found Iron Monument	⊙
Found Cast Iron Monument	⊙
Found Right of way Monument	● A-40

NOTE
All parcels shown on this plat may not be purchased by Anoka County. Check pertinent documents for each parcel.

PROCEDURAL STATEMENTS:

- The methods and equipment used in the control surveys for this plat and the checks made on monument locations were accomplished with electronic distance measuring devices or global positioning systems.
- Parcel areas and entire tract areas shown hereon are computed from legal descriptions and not from actual surveys.
- Certificates of location are on file in the Office of the County Surveyor for the section corner monuments shown on this plat.
- For the details of the control survey and land survey, contact the County Surveyor's Office for the survey of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 102, County Highway Project No. S.P. 002-656-001.
- Bearings shown are based on Anoka County Project Coordinate System, NAD83 (1996 Adjustment).

County Surveyor:

I hereby certify that this plat is a true and correct representation of the boundaries as shown, and that said plat was made under my direct supervision, that all distances are correctly shown in feet and hundredths of a foot, that the monuments for the guidance of future surveys will be correctly placed in the ground as shown after the completion of construction, and that there are no public highways to be designated on said plat other than as shown thereon.

David M. Ziegler, Anoka County Surveyor
License No. 46179

Date _____, 20__

County Engineer:

The Board of County Commissioners for Anoka County, Minnesota, pursuant to Board Resolution Number 2021-77, dated June 22, 2021, is hereby designating the definite location of the right-of-way of County State Aid Highway No. 56 (Ramsey Boulevard) and US Highway 10 and a grade-separated crossing at the adjacent CSAH 56 (Ramsey Boulevard) and BNSF railway in the city of Ramsey. This plat, effected by United States Highway 10 & Minnesota Highway 169 per Minnesota Department of Transportation Monumentation Plat 02-M4 & 02-M5, located in Sections 27, 28, 33, 34 & 35, Township 32, Range 25, Anoka County, Minnesota, as shown on this plat, pursuant to Minnesota Statutes 160.085.

Certified by:
Joseph J. MacPherson, County Highway Engineer
License No. 46732

Date _____, 20__

County Recorder/Registrar of Titles:

County of Anoka, State of Minnesota
I hereby certify that this plat of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 102 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

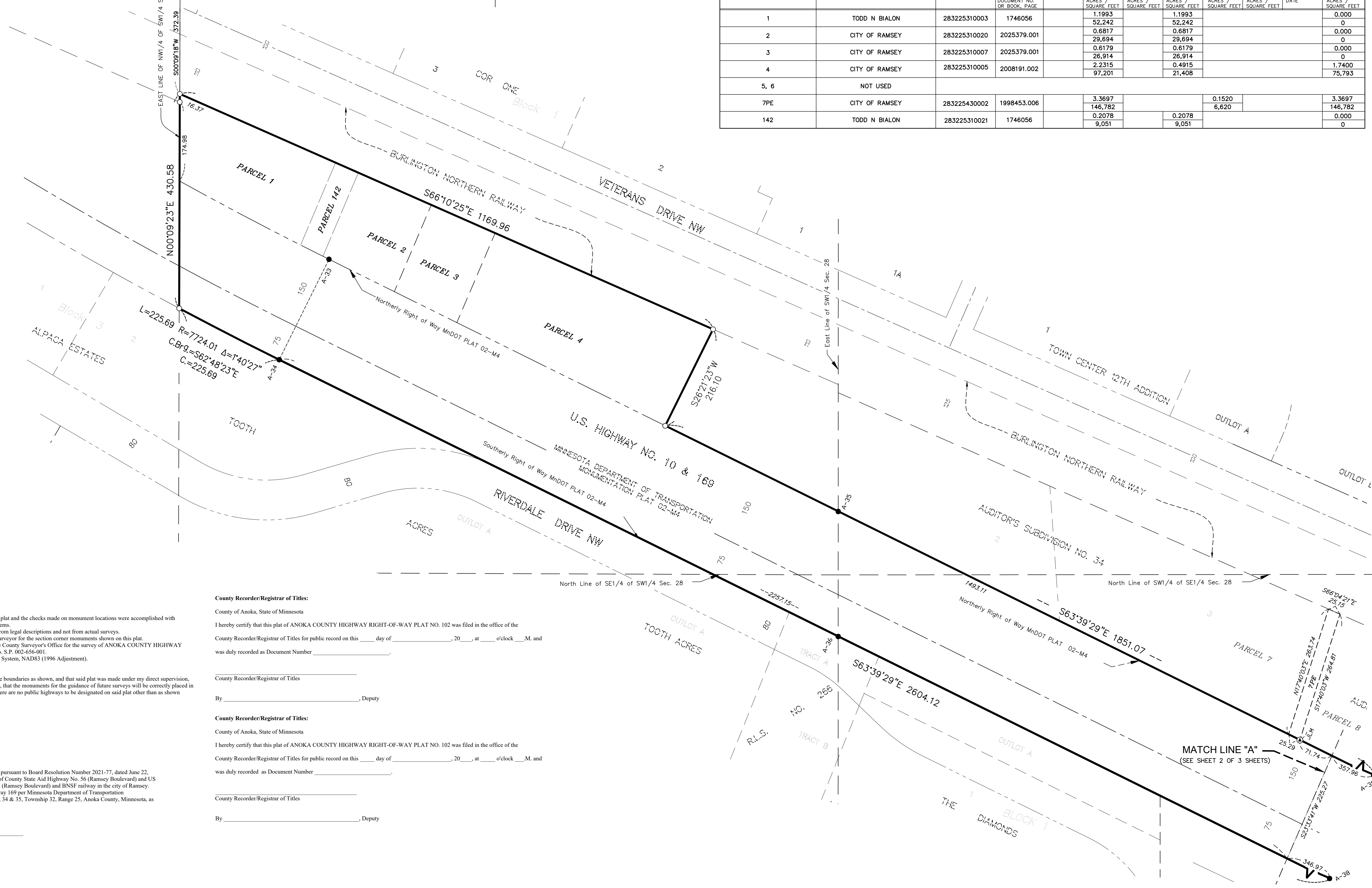
By _____, Deputy

County Recorder/Registrar of Titles:

County of Anoka, State of Minnesota
I hereby certify that this plat of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 102 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

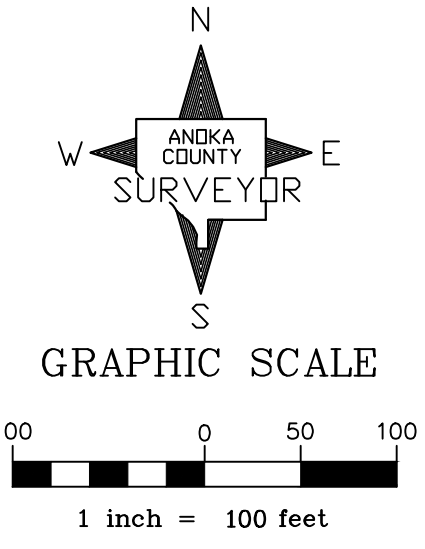
By _____, Deputy



MATCH LINE "A"
(SEE SHEET 2 OF 3 SHEETS)

ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 102

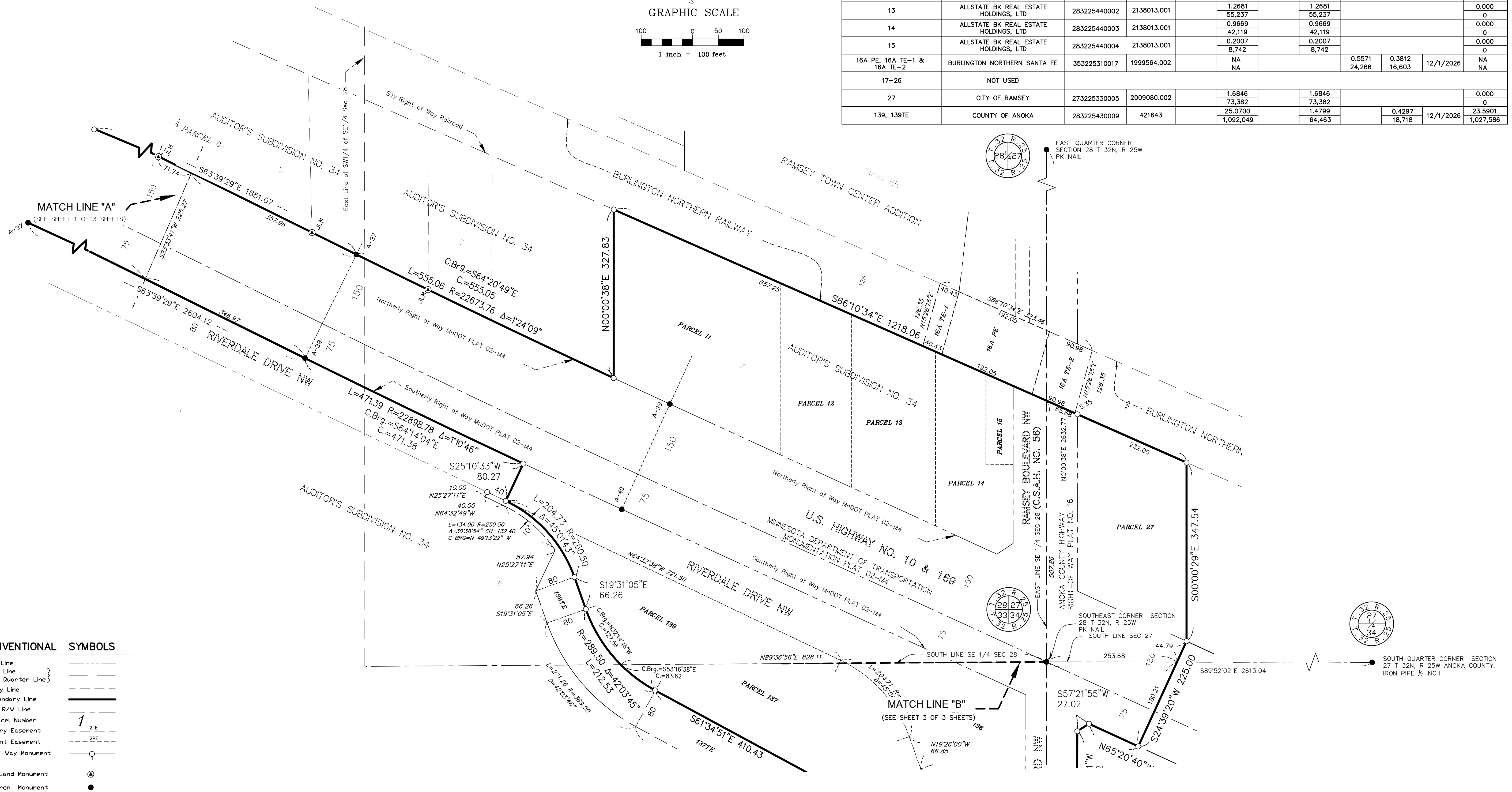
County Highway Project No. S.P. 002-656-001



DATA CONTAINED WITHIN THIS BOX FOR INSTRUCTIVE AND INFORMAL PURPOSES ONLY

RIGHT-OF-WAY IN SECTION 27, 28, 33, 34 & 35 TOWNSHIP 32, RANGE 25

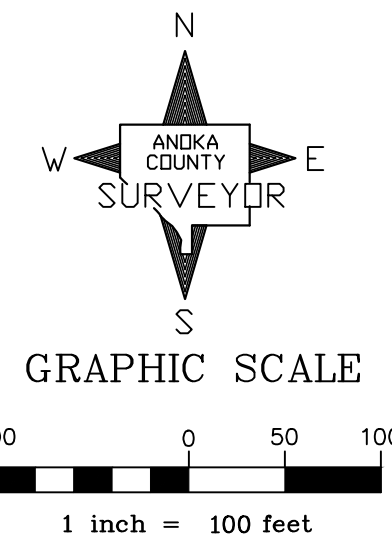
PARCEL	OWNER	LOCATION: BY PARCEL IDENT. NUMBER (PIN)	DEED RECORD DOCUMENT NO. OR BOOK, PAGE	TORRENS CERTIFICATE NUMBER	ENTIRE TRACT ACRES / SQUARE FEET	EXISTING RIGHT OF WAY ACRES / SQUARE FEET	NEW HWY. RIGHT OF WAY ACRES / SQUARE FEET	PERMANENT EASEMENT ACRES / SQUARE FEET	TEMPORARY EASEMENT ACRES / SQUARE FEET	TEMPORARY EASEMENT EXPIRES DATE	BALANCE OF TRACT ACRES / SQUARE FEET
11	NEW SKELGAS, INC	283225440011	665041		2.4697	2.4697	2.4697				0.000
					107.579	107.579	107.579				0
12	TUFFCO PROPERTIES, LLC	283225440005	223749.001		1.0554	1.0554	1.0554				0.000
					45.972	45.972	45.972				0
13	ALLSTATE BK REAL ESTATE HOLDINGS, LTD	283225440002	2138013.001		1.2681	1.2681	1.2681				0.000
					55,237	55,237	55,237				0
14	ALLSTATE BK REAL ESTATE HOLDINGS, LTD	283225440003	2138013.001		0.9669	0.9669	0.9669				0.000
					42,119	42,119	42,119				0
15	ALLSTATE BK REAL ESTATE HOLDINGS, LTD	283225440004	2138013.001		0.2007	0.2007	0.2007				0.000
					8,742	8,742	8,742				0
16A PE, 16A TE-1 & 16A TE-2	BURLINGTON NORTHERN SANTA FE	353225310017	1999564.002		NA	NA	NA	0.5571	0.3812	12/1/2026	NA
17-26	NOT USED										
27	CITY OF RAMSEY	273225330005	2009080.002		1.6846	1.6846	1.6846				0.000
					73,382	73,382	73,382				0
139, 139TE	COUNTY OF ANOKA	283225430009	421643		25.0700	25.0700	25.0700		0.4297	12/1/2026	23.5901
					1,092,049	1,092,049	1,092,049		18,718		1,027,586



NOTE
All parcels shown on this plat may not be purchased by Anoka County. Check pertinent documents for each parcel.

ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 102

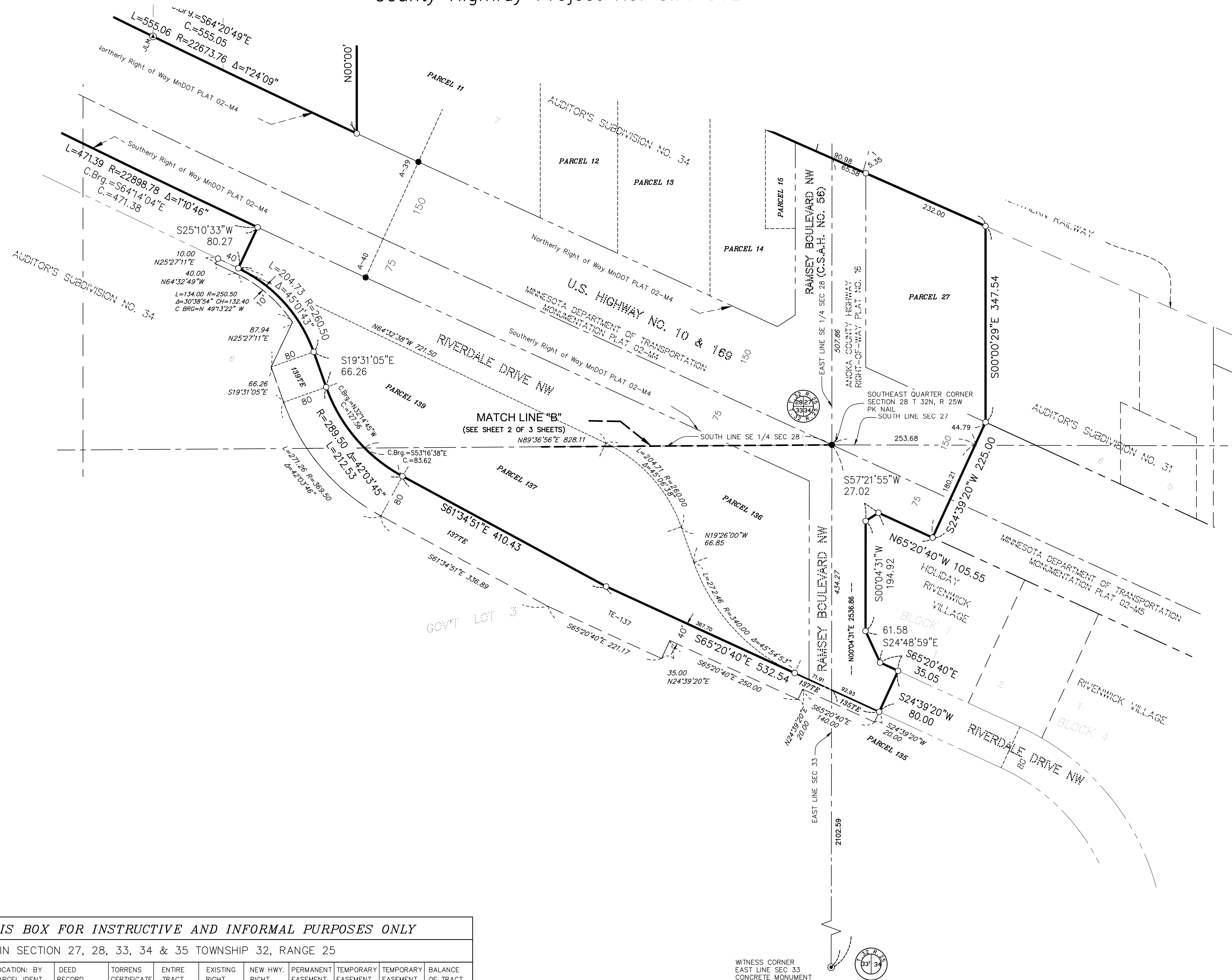
County Highway Project No. S.P. 002-656-001



CONVENTIONAL SYMBOLS

- Section Line
- Quarter Line
- Quarter Quarter Line
- Property Line
- Plat Boundary Line
- Existing R/W Line
- R/W Parcel Number
- Temporary Easement
- Permanent Easement
- Right-of-Way Monument

- Judicial Land Monument
- Found Iron Monument
- Found Cast Iron Monument
- Found Right of way Monument



DATA CONTAINED WITHIN THIS BOX FOR INSTRUCTIVE AND INFORMAL PURPOSES ONLY

RIGHT-OF-WAY IN SECTION 27, 28, 33, 34 & 35 TOWNSHIP 32, RANGE 25

PARCEL	OWNER	LOCATION: BY PARCEL IDENT. NUMBER (PIN)	DEED RECORD DOCUMENT NO. OR BOOK, PAGE	TORRENS CERTIFICATE NUMBER	ENTIRE TRACT	EXISTING RIGHT OF WAY	NEW HWY. RIGHT OF WAY	PERMANENT EASEMENT	TEMPORARY EASEMENT	TEMPORARY EASEMENT EXPIRES	BALANCE OF TRACT REMAINING
					ACRES / SQUARE FEET	ACRES / SQUARE FEET	ACRES / SQUARE FEET	ACRES / SQUARE FEET	ACRES / SQUARE FEET	DATE	ACRES / SQUARE FEET
135TE	COUNTY OF ANOKA	343225230003	421643		25.07 1,092,049				0.0406 1,767	12/1/2026	25.07 1,092,049
136	CITY OF RAMSEY	333225110004	2175576.001		1.7459 76,051		1.7459 76,051				0.000 0
137, 137E	COUNTY OF ANOKA	333225110005	421643		48.3200 2,104,819		2.1763 94,801	1.4960 65,167		12/1/2026	46.1437 2,010,018

NOTE

All parcels shown on this plat may not be purchased by Anoka County. Check pertinent documents for each parcel.

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

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

PROCEDURAL STATEMENTS:

1. The methods and equipment used in the control surveys for this plat and the checks made on monument locations were accomplished with electronic distance measuring devices or global positioning systems.
2. Parcel areas and entire tract areas shown hereon are computed from legal descriptions and not from actual surveys.
3. Certificates of location are on file in the Office of the County Surveyor for the section corner monuments shown on this plat.
4. For the details of the control survey and land survey, contact the County Surveyor's Office for the survey of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 103, County Highway Project No. S.P. 002-657-003.
5. Bearings shown are based on Anoka County Project Coordinate System, NAD83 (1996 Adjustment).

County Surveyor:

I hereby certify that this plat is a true and correct representation of the boundaries as shown, and that said plat was made under my direct supervision, that all distances are correctly shown in feet and hundredths of a foot, that the monuments for the guidance of future surveys will be correctly placed in the ground as shown after the completion of construction, and that there are no public highways to be designated on said plat other than as shown thereon.

David M. Ziegler, Anoka County Surveyor
License No. 46179

Date _____, 20__

County Engineer:

The Board of County Commissioners for Anoka County, Minnesota, pursuant to Board Resolution Number 2021-79, dated June 22, 2021, is hereby designating the definite location of the right-of-way a new interchange at CSAH 57 (Sunfish Lake Boulevard) and US Highway 10/169 and a grade-separated crossing at the adjacent CSAH 57 (Sunfish Lake Boulevard) and BNSF railway in the City of Ramsey. This plat, effected by United States Highway 10 & Minnesota Highway 169 per Minnesota Department of Transportation Monumentation Plat 02-M5 & 02-M6, located in Sections 34 & 35, Township 32, Range 25, Anoka County, Minnesota, as shown on this plat, pursuant to Minnesota Statutes 160.085.

Certified by:

Joseph J. MacPherson, County Highway Engineer
License No. 46732

Date _____, 20__

County Recorder/Registrar of Titles:

County of Anoka, State of Minnesota

I hereby certify that this plat of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 103 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

County Recorder/Registrar of Titles:

County of Anoka, State of Minnesota

I hereby certify that this plat of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 103 was filed in the office of the

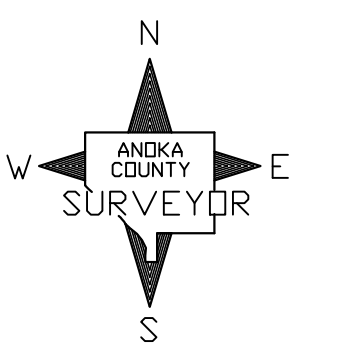
County Recorder/Registrar of Titles for public record on this ____ day of _____, 20__, at ____ o'clock ____ M. and was duly recorded as Document Number _____.

County Recorder/Registrar of Titles

By _____, Deputy

Sheet 2 Parcels

DATA CONTAINED WITHIN THIS BOX FOR INSTRUCTIVE AND INFORMAL PURPOSES ONLY											
RIGHT-OF-WAY IN SECTION 34 & 35, TOWNSHIP 32, RANGE 25											
PARCEL	OWNER	LOCATION: BY PARCEL IDENT. NUMBER (PIN)	DEED RECORD DOCUMENT NO. OR BOOK, PAGE	TORRENS CERTIFICATE NUMBER	ENTIRE TRACT ACRES / SQUARE FEET	EXISTING RIGHT OF WAY ACRES / SQUARE FEET	NEW HWY. RIGHT OF WAY ACRES / SQUARE FEET	PERMANENT EASEMENT ACRES / SQUARE FEET	TEMPORARY EASEMENT ACRES / SQUARE FEET	TEMPORARY EASEMENT EXPIRES DATE	BALANCE OF TRACT REMAINING
											ACRES / SQUARE FEET
50TE	WOODMEN OF WORLD LIFE INSURANCE	343225140026	2011941.004		3.7851				0.1122	12/1/2026	3.7851
					164,880				4,886		164,880
51	CITY OF RAMSEY	343225140027	2172549.002		1.6172		1.6172				0.000
					70,444		70,444				0
52, 56,	NOT USED										0
59	HICKMAN LAND INVESTMENTS	353225230016		137179	11.7445		11.7445				0.000
					511,590		511,590				0
61, 63-64, 72, 73, 76, 77, 79	NOT USED										0
84	RCA PROPERTIES LLC	353225320015	2119758.001		0.8724		0.0329				0.8724
					36,000		1,432				36,568
85	QF5 LLC	353225320014	2115395.001		0.4362		0.4362				0.000
					19,000		19,000				0
86	RELIABLE HOLDINGS LLC	353225320013	1978048.017		0.4362		0.4362				0.000
					19,000		19,000				0
87	CAMINO INVESTMENTS LLC	353225320019	2307078.001		0.4325		0.4325				0.000
					18,839		18,839				0
88	RELIABLE HOLDINGS LLC	353225320047	2264657.005		0.0738		0.0738				0.000
					3,213		3,213				0
89PE, 89TE-1 & 89TE-2	LCCP PROPERTIES LLC	353225320050	2346167.001		0.6147			0.0220	0.0453	12/1/2026	0.6147
					26,775			959	1,972		26,775
90PE, 90TE-1 & 90TE-2	ZAP PROPERTIES LLC	353225320037		136515	0.6630			0.0223	0.0366	12/1/2026	0.6630
					28,880			971	1593		28,880
91PE, 91TE-1 & 91TE-2	M R WELTY HOMES LLC	353225320004	2126747.009		0.1341			0.0040	0.0196	12/1/2026	0.1341
					5,840			175	854		5,840
92	JERRY A & ANGELA M COFFIN	353225320003	948375		0.9595		0.9595				0.000
					41,797		41,797				0
93	TORREY C JOHNSON	353225230002	2023268.005		0.3176		0.3176				0.000
					13,834		13,834				0
94	TORREY C JOHNSON	353225230003	2023268.005		0.4372		0.4372				0.000
					19,043		19,043				0
95	TORREY C JOHNSON	353225320001	2023268.005		0.3584		0.3584				0.000
					15,614		15,614				0
96	RELIABLE HOLDINGS LLC	353225320039	2252361.007		0.5318		0.5318				0.000
					23,167		23,167				0
97, 98	NOT USED										0
99TE	JOHN A & SHARON L FREEBURG	353225320041	842757.0		0.7900			0.0250		12/1/2026	0.7900
					34,412			1,087			34,412
100TE	ALLEN & LINDA FARMES TRUSTEES	353225320040	2238272.001		0.6700			0.0804		12/1/2026	0.6700
					29,185			3,502			29,185
101TE	PETER A & USA A WARD TRUST	343225410007		116167	0.6400			0.0389		12/1/2026	0.6400
					27,878			1,696			27,878
102TE	MICHAEL J & JEBNIFER L MCGRATH	343225410006		136440	0.6900			0.0226		12/1/2026	0.6900
					30,056			983			30,056
103-108	NOT USED										0
109PE	HOLASEK/ HAMILTON TRUSTS	343225140029		146317	9.2300			0.3243			9.2300
					402,059			14,125			402,059
110PE, 110TE-1 & 110TE-2	GB PROPERTIES	343225140022		125508	1.6988			0.0556	0.1442	12/1/2026	1.6988
					73,999			2,424	6,282		73,999
111PE, 111TE-1 & 111TE-2	GB PROPERTIES	343225140025		125508	3.1460			0.0735	0.1981	12/1/2026	3.1460
					137,041			3,202	8,631		137,041
112PE	CONNECTIONS CHURCH	343225140014		146316	7.1242			0.2163			7.1242
					310,330			9,420			310,330
113-134, 136, 138, 140-124	NOT USED										0
143	RELIABLE HOLDINGS LLC	353225320058	2264657.005		0.0415		0.0415				0.000
					1,806		1,806				0
144-153	NOT USED										0



NOTE

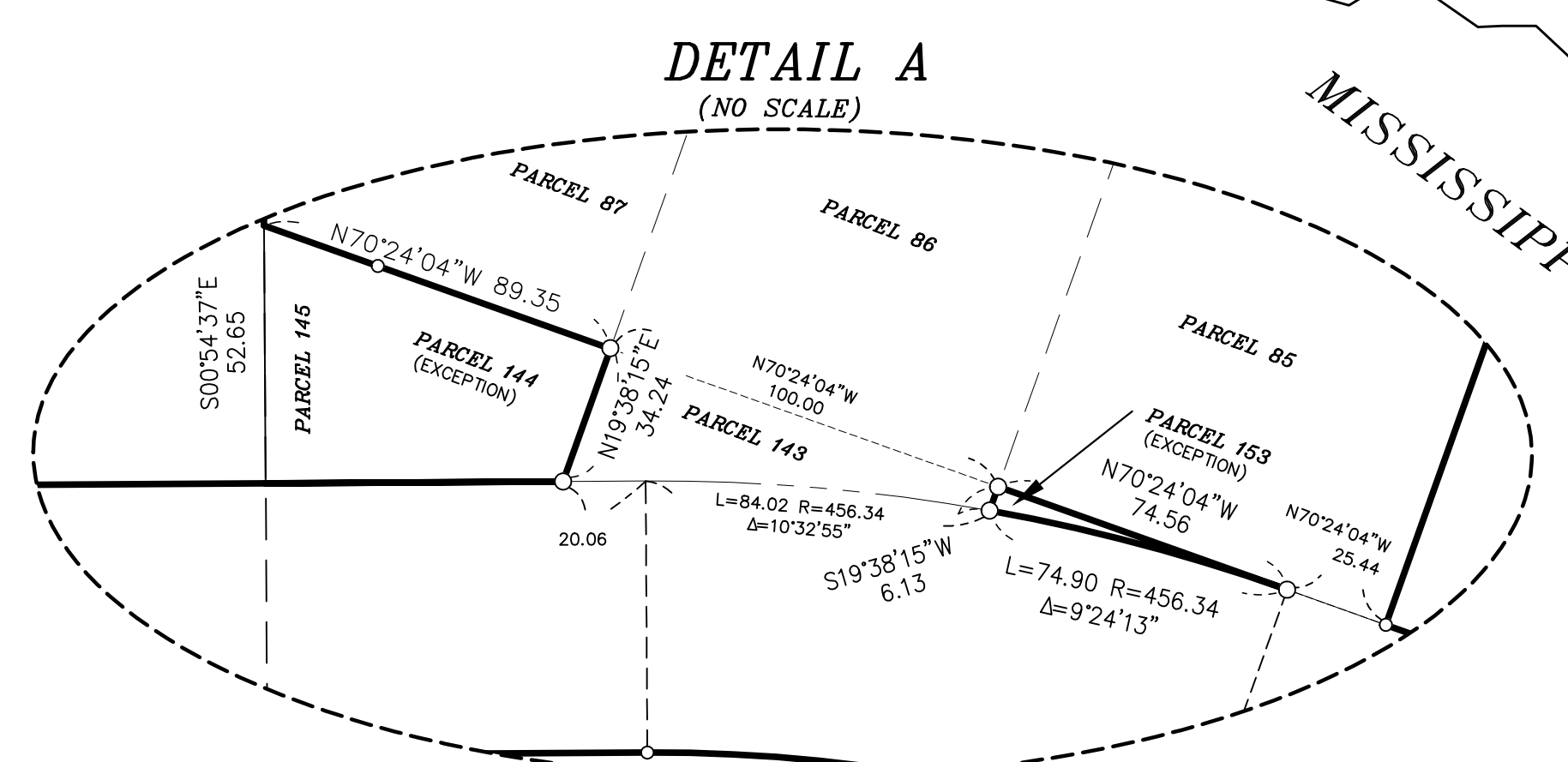
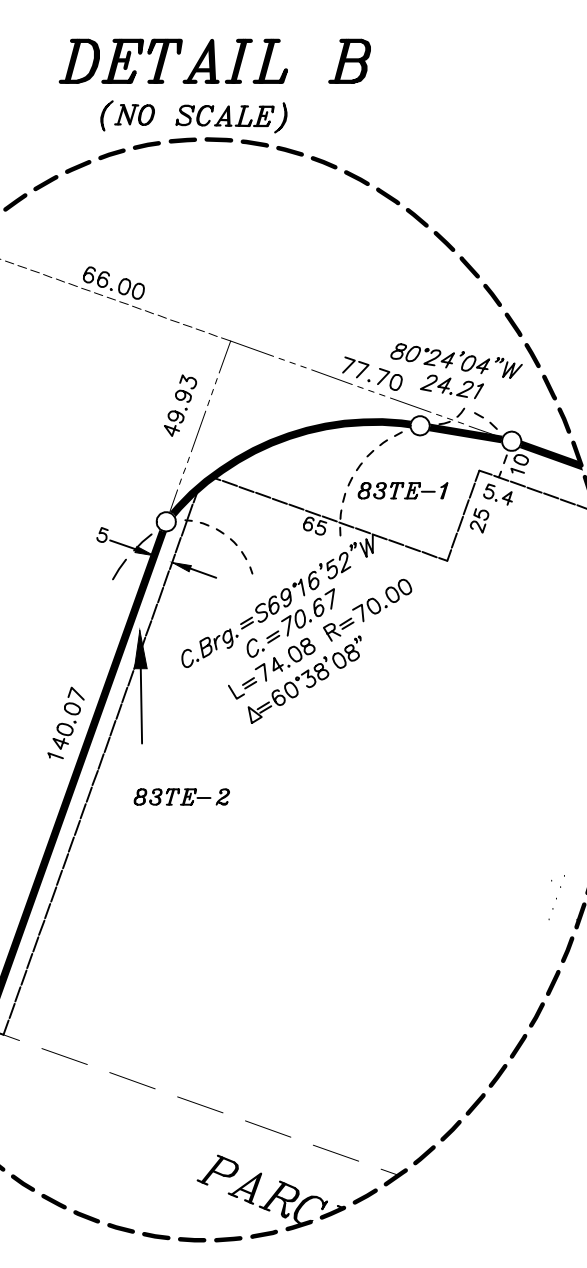
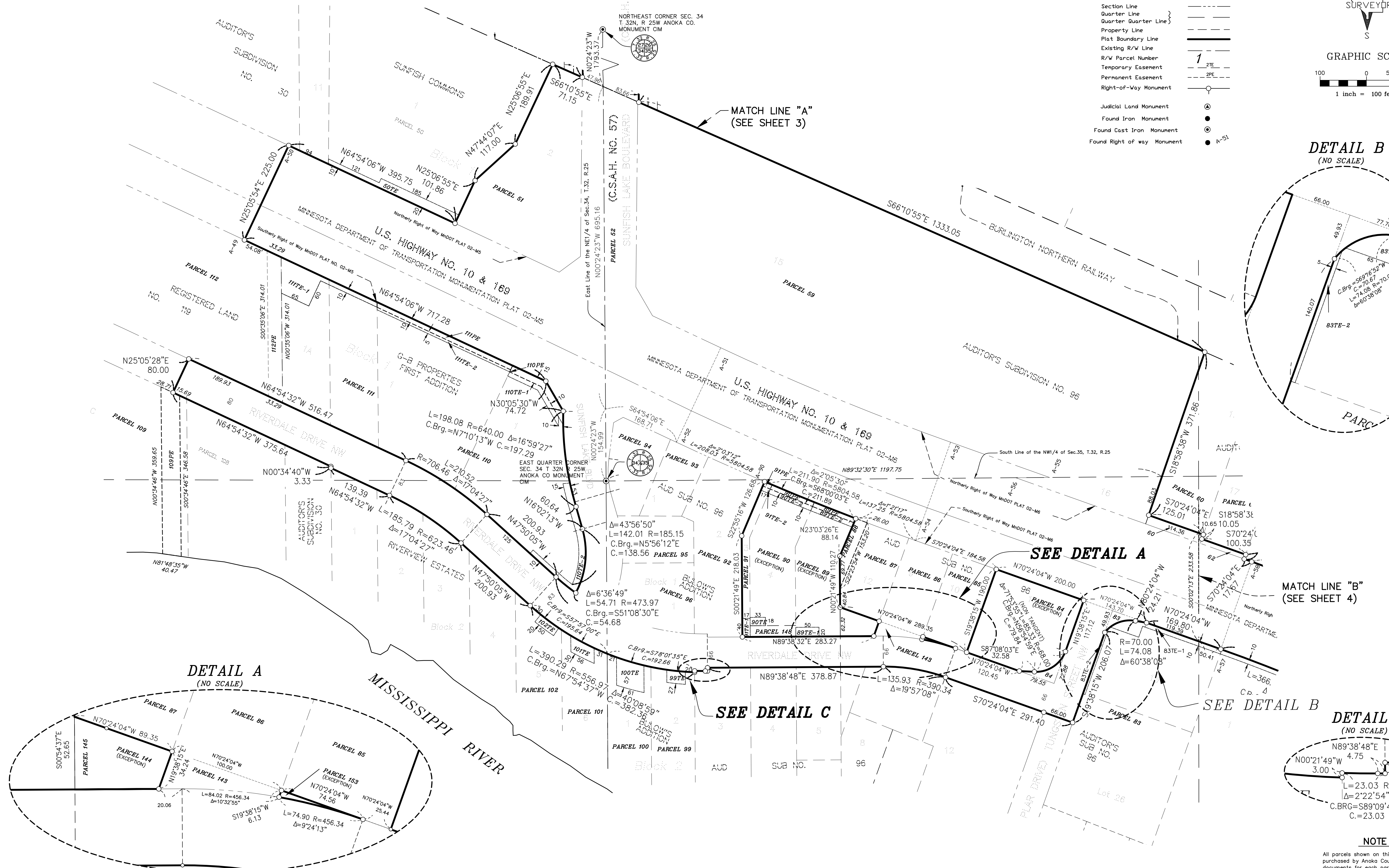
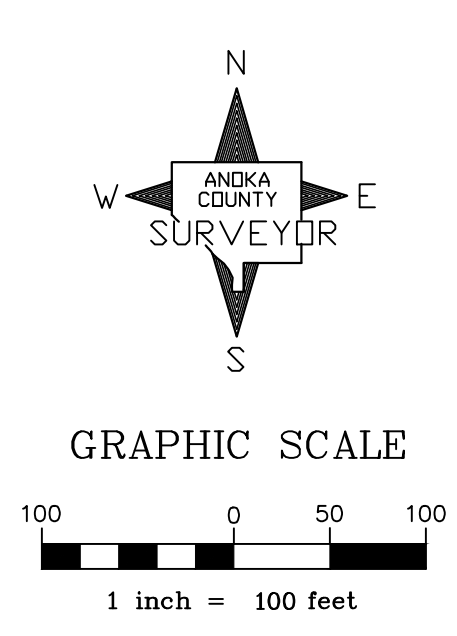
All parcels shown on this plat may not be purchased by Anoka County. Check pertinent documents for each parcel.

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

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

CONVENTIONAL SYMBOLS

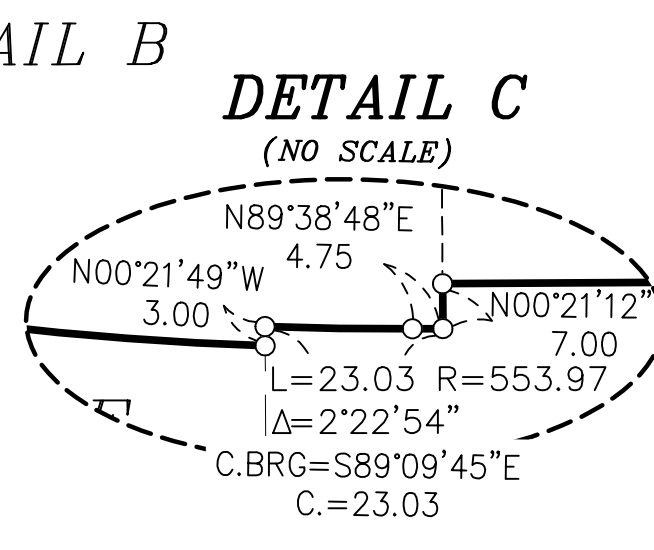
Section Line	---
Quarter Line	----
Quarter Quarter Line	-----
Property Line	_____
Plat Boundary Line	=====
Existing R/W Line	-----
R/W Parcel Number	1
Temporary Easement	2PE
Permanent Easement	2PE
Right-of-Way Monument	○
Judicial Land Monument	⊙
Found Iron Monument	●
Found Cast Iron Monument	⊙
Found Right of way Monument	● A-51



SEE DETAIL C

SEE DETAIL A

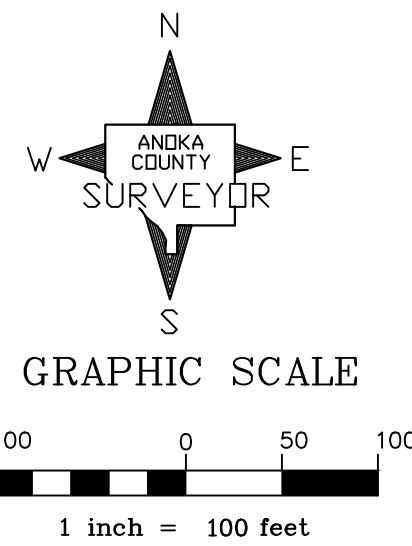
MATCH LINE "B"
(SEE SHEET 4)



NOTE
All parcels shown on this plat may not be purchased by Anoka County. Check pertinent documents for each parcel.

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

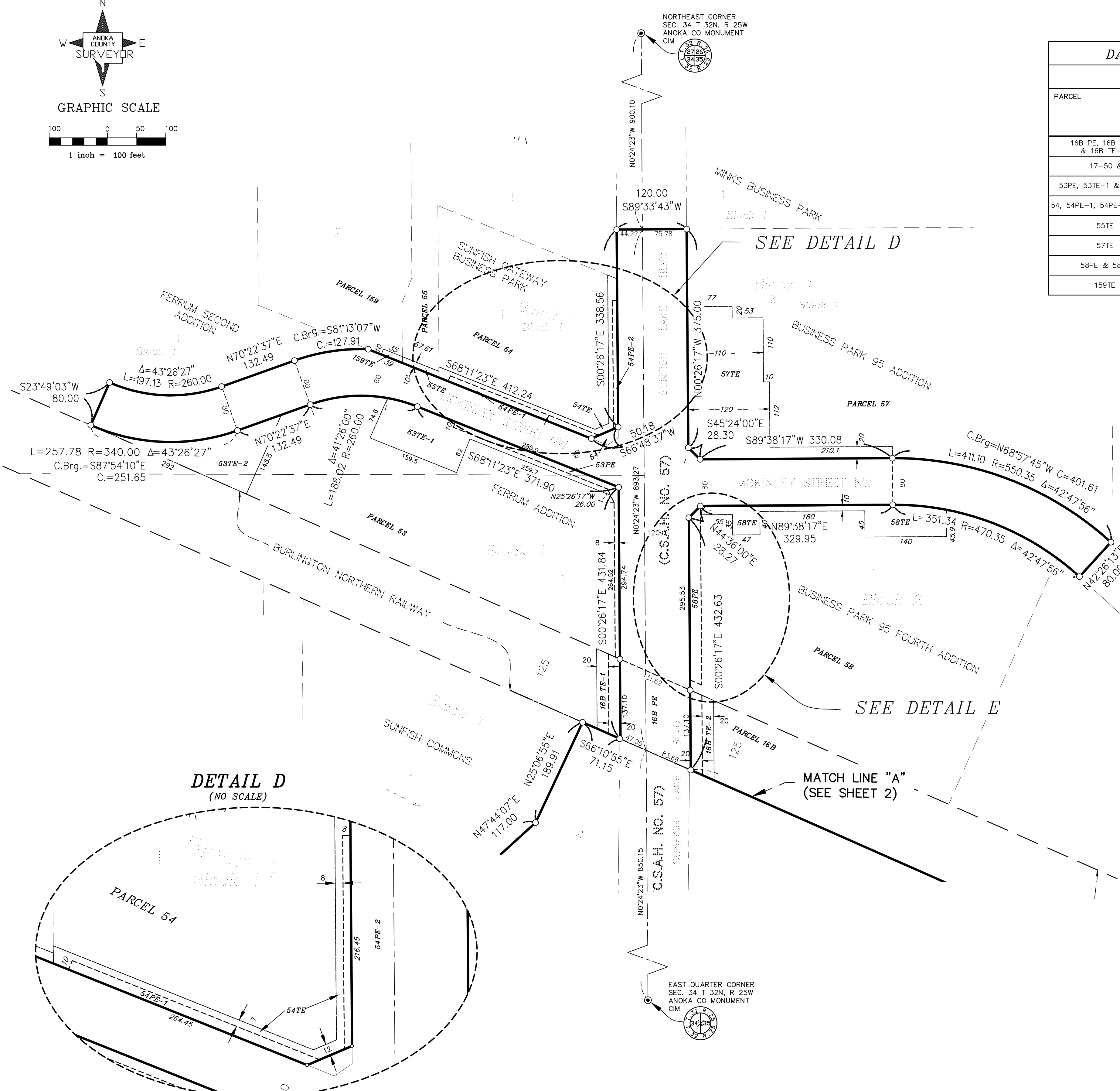
County Highway Project No. S.P. 002-657-003



DATA CONTAINED WITHIN THIS BOX FOR INSTRUCTIVE AND INFORMAL PURPOSES ONLY

RIGHT-OF-WAY IN SECTION 34 & 35 TOWNSHIP 32, RANGE 25

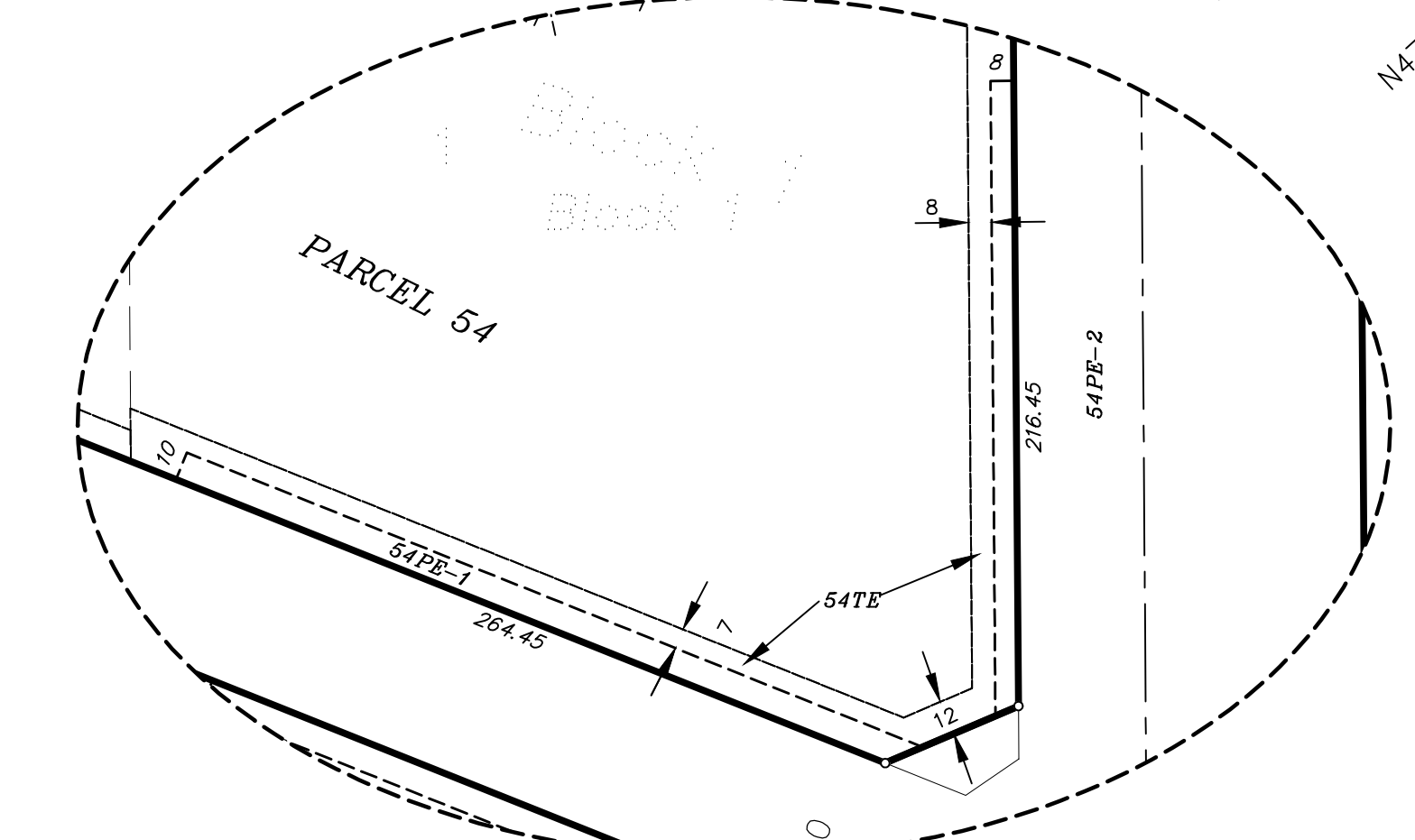
PARCEL	OWNER	LOCATION: BY PARCEL IDENT. NUMBER (PIN)	DEED RECORD DOCUMENT NO. OR BOOK, PAGE	TORRENS CERTIFICATE NUMBER	ENTIRE TRACT ACRES / SQUARE FEET	EXISTING RIGHT OF WAY ACRES / SQUARE FEET	NEW HWY. RIGHT OF WAY ACRES / SQUARE FEET	PERMANENT EASEMENT ACRES / SQUARE FEET	TEMPORARY EASEMENT ACRES / SQUARE FEET	TEMPORARY EASEMENT EXPIRES DATE	BALANCE OF TRACT REMAINING ACRES / SQUARE FEET
16B PE, 16B TE-1 & 16B TE-2	BURLINGTON NORTHERN SANTA FE	353225310017	1999564.002		67.0100 2,918,956			0.5036 21,936	0.1259 5,484	12/1/2026	67.0100 2,918,956
17-50 & 52	NOT USED										
53PE, 53TE-1 & 53TE-2	CCMG INVESTMENTS LLC	343225140019	2079980.001		3.9767 173,227			0.1242 5,410	0.6464 28,156	12/1/2026	3.9767 173,227
54, 54PE-1, 54PE-2 & 54TE	S & A PARTNERS LLC	343225110030	1743584		2.0628 89,855		0.0161 702	0.1020 4,441	0.1129 4,920	12/1/2026	2.0467 89,153
55TE	S & A PARTNERS LLC	343225110031	1743584		1.9369 84,370				0.0155 676	12/1/2026	1.9369 84,370
57TE	WEIGLE PROPERTIES INC	353225220019		120992	7.0036 305,076				0.8798 38,321	12/1/2026	7.0036 305,076
58PE & 58TE	MCKINLEY BUILDING LLC	353225230013		121377	5.3370 232,481			0.1354 5,899	0.2835 12,348	12/1/2026	5.3370 232,481
159TE	S & A PARTNERS LLC	343225110032	1743584		2.3961 104,374				0.0085 370	12/1/2026	2.3961 104,374



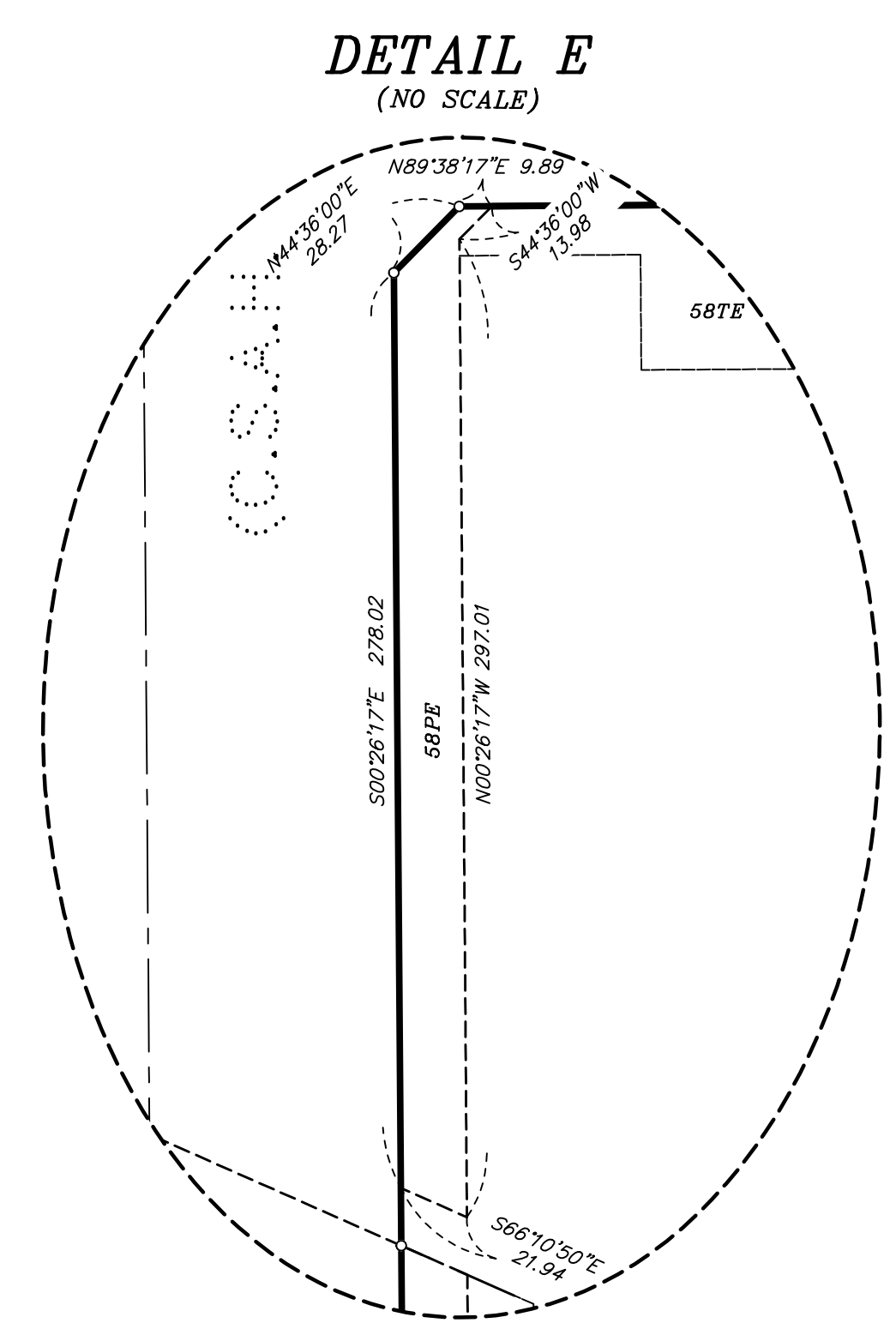
CONVENTIONAL SYMBOLS

Section Line	---
Quarter Line	---
Quarter Quarter Line	---
Property Line	---
Plat Boundary Line	---
Existing R/W Line	---
R/W Parcel Number	1
Temporary Easement	---
Permanent Easement	---
Right-of-Way Monument	○
Judicial Land Monument	⊙
Found Iron Monument	●
Found Cast Iron Monument	⊙
Found Right of way Monument	●-51

DETAIL D
(NO SCALE)



DETAIL E
(NO SCALE)



NOTE

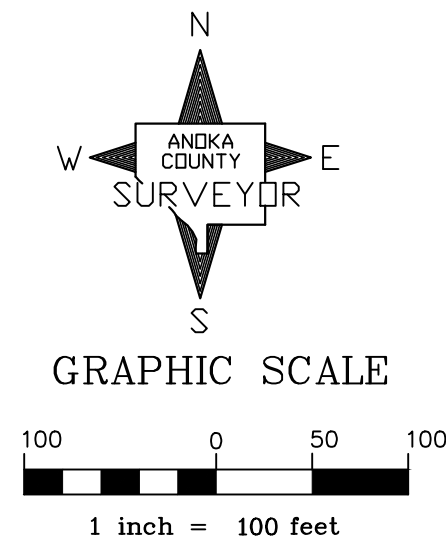
All parcels shown on this plat may not be purchased by Anoka County. Check pertinent documents for each parcel.

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

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

CONVENTIONAL SYMBOLS

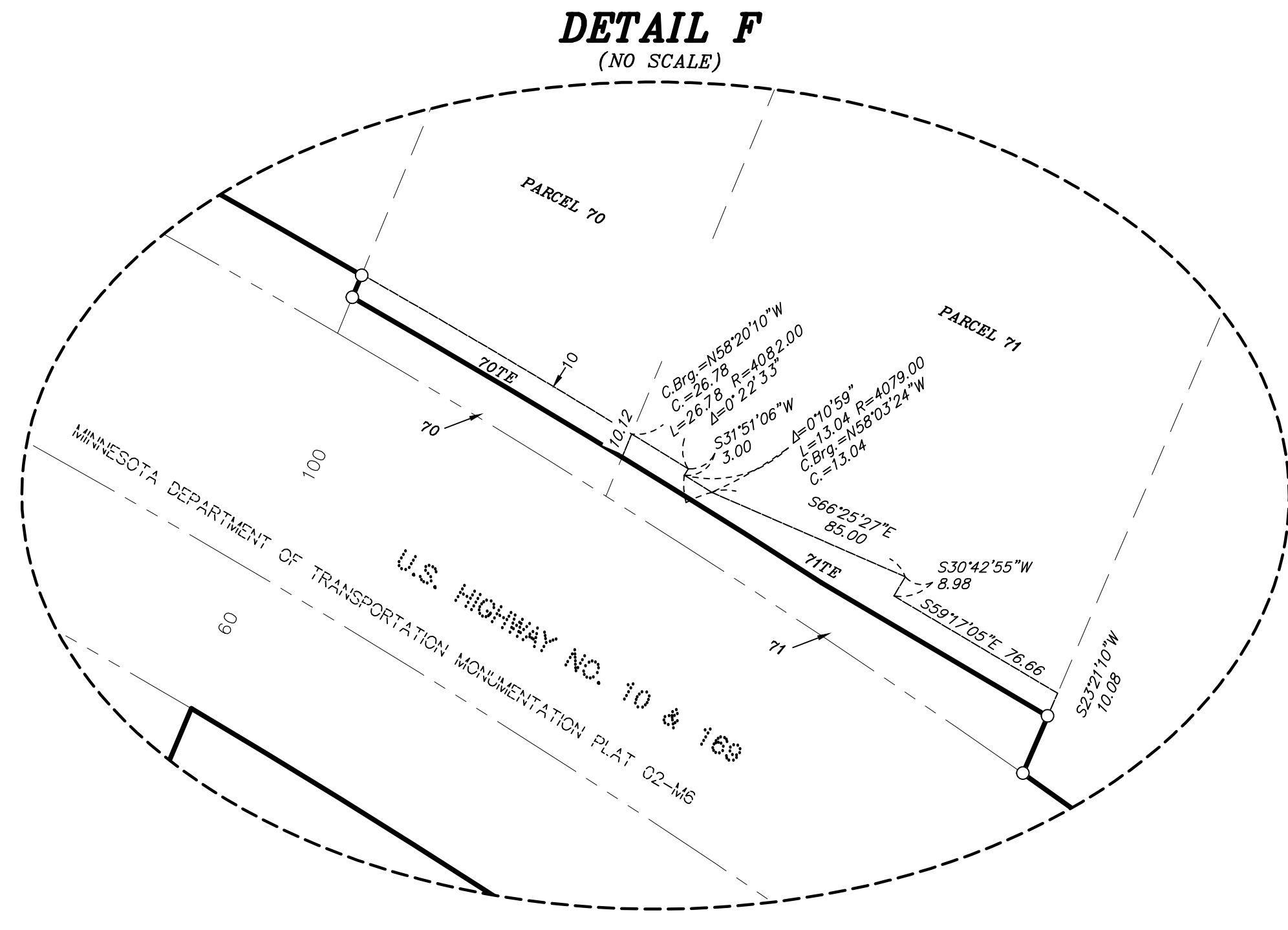
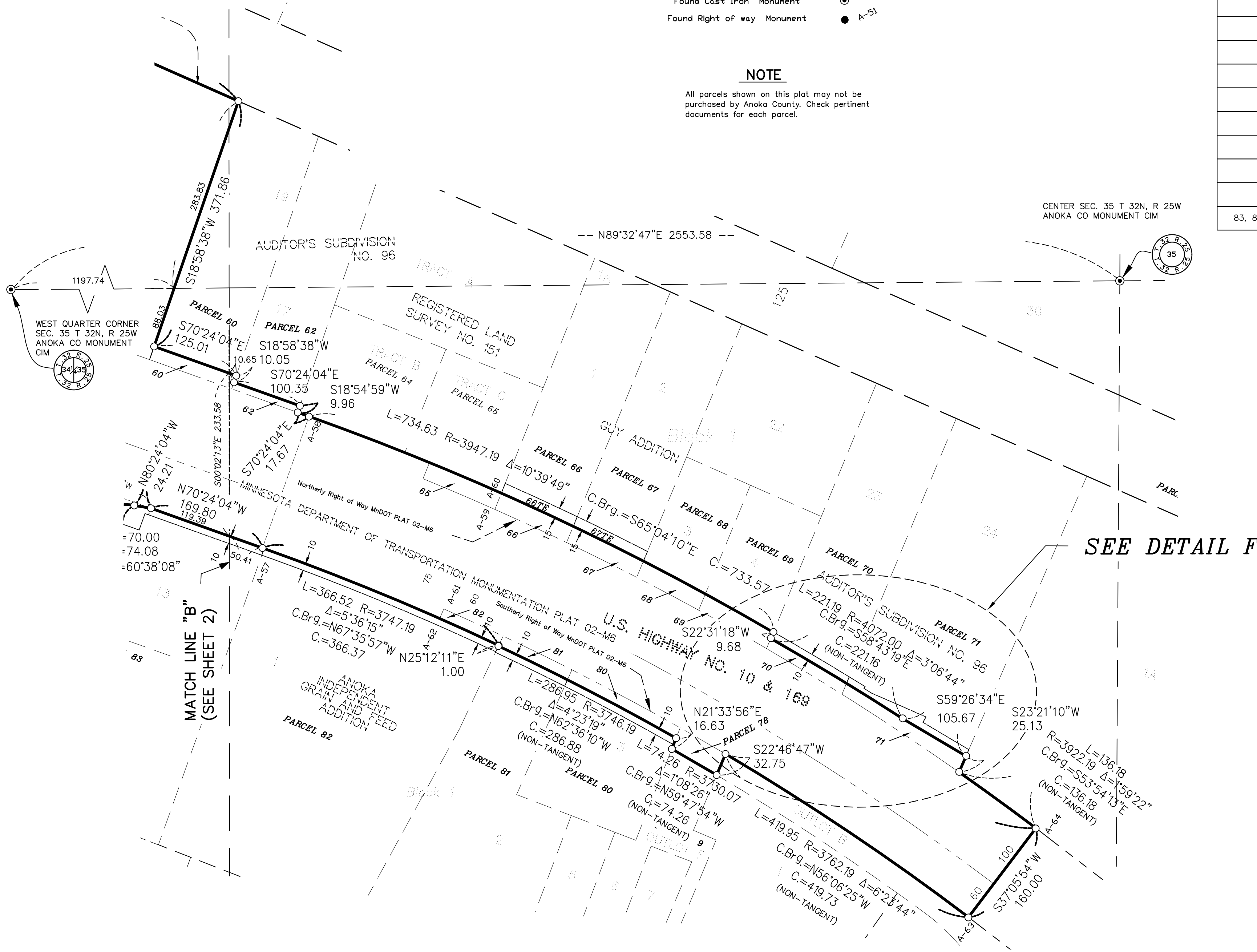
- Section Line -----
- Quarter Line -----
- Quarter Quarter Line } -----
- Property Line -----
- Plat Boundary Line -----
- Existing R/W Line -----
- R/W Parcel Number -----
- Temporary Easement ----- 2TE
- Permanent Easement ----- 2PE
- Right-of-Way Monument -----
- Judicial Land Monument (A)
- Found Iron Monument (●)
- Found Cast Iron Monument (○)
- Found Right of way Monument (● A-51)



NOTE

All parcels shown on this plat may not be purchased by Anoka County. Check pertinent documents for each parcel.

DATA CONTAINED WITHIN THIS BOX FOR INSTRUCTIVE AND INFORMAL PURPOSES ONLY											
RIGHT-OF-WAY IN SECTION 35 TOWNSHIP 32, RANGE 25											
PARCEL	OWNER	LOCATION: BY PARCEL IDENT. NUMBER (PIN)	DEED RECORD DOCUMENT NO. OR BOOK, PAGE	TORRENS CERTIFICATE NUMBER	ENTIRE TRACT ACRES / SQUARE FEET	EXISTING RIGHT OF WAY ACRES / SQUARE FEET	NEW HWY. RIGHT OF WAY ACRES / SQUARE FEET	PERMANENT EASEMENT ACRES / SQUARE FEET	TEMPORARY EASEMENT ACRES / SQUARE FEET	TEMPORARY EASEMENT EXPIRES DATE	BALANCE OF TRACT REMAINING ACRES / SQUARE FEET
60	CITY OF RAMSEY	35322530006			1.1109		0.0574				1.0535
61, 63, 64,	NOT USED				48,391		2500				45,891
62	CITY OF RAMSEY	353225310007		104500	0.3952		0.0230				0.3722
65	CITY OF RAMSEY	353225310024		106264	17,216		1,004				16,212
66 & 66TE	6111 RAMSEY PROPERTIES LLC	353225310025	2154066.001		0.6168		0.0642				0.5526
67 & 67TE	6111 RAMSEY PROPERTIES LLC	353225310026	2154066.001		26,867		2,800				24,067
68	CITY OF RAMSEY	353225310027		108612	1.0304		0.0649		0.0391	12/1/2026	0.9654
69	CITY OF RAMSEY	353225310028		108612	44,884		2,829		1,705		42,055
70 & 70TE	13120 SUNSET TRAIL LLC	353225310037		133592	1.0040		0.0643		0.0387	12/1/2026	0.9397
71 & 71TE	13120 SUNSET TRAIL LLC	353225310012		141587	43,733		2,801		1,684		40,932
72-77, 79	NOT USED				19,004		2,508				16,496
78	RIVER WALK VILLAGE HOMEOWNERS ASSOCIATION	353225310061	2273534.003		0.5075		0.0642				0.4433
80 & 80TE	HWY 10 LLC	353225310031	1971903.004		22,107		2,796				19,311
81 & 81TE	HWY 10 LLC	353225310030	1971903.004		1.2034		0.0466		0.0290	12/1/2026	1.1567
82 & 82TE	LANO LIMITED LLC	353225310029	1333164		52,419		2,031		1,262		50,388
83, 83TE-1, & 83TE-2	GLOBAL GLOVE & SAFETY MANUFACTURING	353225320061	2256818.002		2,0544		0.0894		0.0514	12/1/2026	1.9650
					89,490		3,896		2,238		85,594
					0.056		0.056				0.000
					2,422		2,422				0
					0.7625		0.0648		0.0406	12/1/2026	0.6977
					33,216		2,823		1,770		30,393
					1.6425		0.0402		0.0253	12/1/2026	1.6023
					71,548		1,753		1,103		69,795
					3,5017		0.0321		0.0834	12/1/2026	3.4695
					152,532		1,400		3,635		151,132
					2,5624		0.0241		0.0921	12/1/2026	2.5382
					111,616		1,050		4,010		110,566



CLOSING STATEMENT

City of Ramsey to Anoka County – RALF Parcel 7PE
County Highway Project No. SP 002-656-001

Property Addresses: 7443 Highway 10, Ramsey, MN

Legal Description: Parcel 7PE, Anoka County Highway Right-of-Way Plat No. 102, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Seller(s): City of Ramsey, a Minnesota municipal corporation

Purchaser: County of Anoka, a political subdivision of the State of Minnesota

PARTIAL ACQUISITION PURCHASE:

Parcel 7PE (PIN 28-32-25-43-0002)– L-08-01 \$ 56,852.18

Total Purchase Price \$ 56,852.18

Fees Payable by County:

State Deed Tax to County of Anoka (.0033 of purchase price) – Parcel 7PE \$ 187.61

Conservation Fee to County of Anoka \$ 5.00

Deed Recording fee \$ 46.00

Prorated Taxes (EXEMPT) \$ 0.00

Total Fees: \$ 238.61

TOTAL AMOUNT DUE AT CLOSING FROM HIGHWAY: \$ 57,090.79

INSTRUMENTS EXECUTED AND DELIVERED AT CLOSING:

Quit Claim Deed from City of Ramsey to County of Anoka

Closing Statement

Certificate of Real Estate Value (to be filed electronically)

Met Council Consent/Releases

DISBURSEMENTS AT CLOSING:

Proceeds to Metropolitan Council \$ 56,852.18

Anoka County Property Tax (intra-County) \$ 238.61 (Deed tax, Cons.fee, recording fee)

***County will remit payment of \$56,852.18 to the Metropolitan Council per terms of RALF loan L-08-01.**

SELLER: CITY OF RAMSEY

PURCHASER: COUNTY OF ANOKA

By: _____
Brian Hagen
City Administrator

By: _____
Christine Carney
Assistant Anoka County Attorney

By: _____
Mark E. Kuzma
Mayor

Dated: _____

Dated: _____

CLOSING STATEMENT

City of Ramsey to Anoka County – RALF Parcel 60
County Highway Project No. SP 002-657-003

Property Addresses: 6201 Highway 10, Ramsey, MN

Legal Description: Parcel 60, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles. (Torrens)

Seller(s): City of Ramsey, a Minnesota municipal corporation

Purchaser: County of Anoka, a political subdivision of the State of Minnesota

PARTIAL ACQUISITION PURCHASE:
Parcel 60 (PIN 35-32-25-23-0006)– L-07-05 \$ 28,796.96
Total Purchase Price \$ 28,796.96

Fees Payable by County:

State Deed Tax to County of Anoka (.0033 of purchase price) – Parcel 60	\$ 95.03
Conservation Fee to County of Anoka	\$ 5.00
Deed Recording fee	\$ 46.00
Prorated Taxes (EXEMPT)	\$ 0.00
Total Fees:	\$ 146.03

TOTAL AMOUNT DUE AT CLOSING FROM HIGHWAY: \$ 28,942.99

INSTRUMENTS EXECUTED AND DELIVERED AT CLOSING:
Quit Claim Deed from City of Ramsey to County of Anoka
Closing Statement
Certificate of Real Estate Value (to be filed electronically)
Met Council Consent/Releases

DISBURSEMENTS AT CLOSING:
Proceeds to Metropolitan Council \$ 28,796.96
Anoka County Property Tax (intra-County) \$ 146.03 (Deed tax, Cons.fee, recording fee)

***County will remit payment of \$28,796.96 to the Metropolitan Council per terms of RALF loan L-07-05.**

SELLER: CITY OF RAMSEY

PURCHASER: COUNTY OF ANOKA

By: _____
Brian Hagen
City Administrator

By: _____
Christine Carney
Assistant Anoka County Attorney

By: _____
Mark E. Kuzma
Mayor

Dated: _____

Dated: _____

CLOSING STATEMENT

City of Ramsey to Anoka County – RALF Parcel 62
County Highway Project No. SP 002-657-003

Property Addresses: 6159 Highway 10, Ramsey, MN

Legal Description: Parcel 62, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles. (Torrens)

Seller(s): City of Ramsey, a Minnesota municipal corporation

Purchaser: County of Anoka, a political subdivision of the State of Minnesota

PARTIAL ACQUISITION PURCHASE:
Parcel 62 (PIN 35-32-25-31-0007)– L-04-04 \$ 22,023.12
Total Purchase Price \$ 22,023.12

Fees Payable by County:

State Deed Tax to County of Anoka (.0033 of purchase price) – Parcel 62	\$ 72.68
Conservation Fee to County of Anoka	\$ 5.00
Deed Recording fee	\$ 46.00
Prorated Taxes (EXEMPT)	\$ 0.00
Total Fees:	\$ 123.68

TOTAL AMOUNT DUE AT CLOSING FROM HIGHWAY: \$ 22,146.80

INSTRUMENTS EXECUTED AND DELIVERED AT CLOSING:
Quit Claim Deed from City of Ramsey to County of Anoka
Closing Statement
Certificate of Real Estate Value (to be filed electronically)
Met Council Consent/Releases

DISBURSEMENTS AT CLOSING:
Proceeds to Metropolitan Council \$ 22,023.12
Anoka County Property Tax (intra-County) \$ 123.68 (Deed tax, Cons.fee, recording fee)

***County will remit payment of \$22,023.12 to the Metropolitan Council per terms of RALF loan L-04-04.**

SELLER: CITY OF RAMSEY

PURCHASER: COUNTY OF ANOKA

By: _____
Brian Hagen
City Administrator

By: _____
Christine Carney
Assistant Anoka County Attorney

By: _____
Mark E. Kuzma
Mayor

Dated: _____

Dated: _____

CLOSING STATEMENT

City of Ramsey to Anoka County – RALF Parcel 65
County Highway Project No. SP 002-657-003

Property Addresses: (Unassigned) Highway 10, Ramsey, MN

Legal Description: Parcel 65, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles. (Torrens)

Seller(s): City of Ramsey, a Minnesota municipal corporation

Purchaser: County of Anoka, a political subdivision of the State of Minnesota

PARTIAL ACQUISITION PURCHASE:
Parcel 65 (PIN 35-32-25-31-0024)– L-05-03 \$ 27,749.00
Total Purchase Price \$ 27,749.00

Fees Payable by County:

State Deed Tax to County of Anoka (.0033 of purchase price) – Parcel 65	\$ 91.57
Conservation Fee to County of Anoka	\$ 5.00
Deed Recording fee	\$ 46.00
Prorated Taxes (EXEMPT)	\$ 0.00
Total Fees:	\$ 142.57

TOTAL AMOUNT DUE AT CLOSING FROM HIGHWAY: \$ 27,891.57

INSTRUMENTS EXECUTED AND DELIVERED AT CLOSING:
Quit Claim Deed from City of Ramsey to County of Anoka
Closing Statement
Certificate of Real Estate Value (to be filed electronically)
Met Council Consent/Releases

DISBURSEMENTS AT CLOSING:
Proceeds to Metropolitan Council \$ 27,749.00
Anoka County Property Tax (intra-County) \$ 142.57 (Deed tax, Cons.fee, recording fee)

***County will remit payment of \$27,749.00 to the Metropolitan Council per terms of RALF loan L-05-03.**

SELLER: CITY OF RAMSEY

PURCHASER: COUNTY OF ANOKA

By: _____
Brian Hagen
City Administrator

By: _____
Christine Carney
Assistant Anoka County Attorney

By: _____
Mark E. Kuzma
Mayor

Dated: _____

Dated: _____

CLOSING STATEMENT

City of Ramsey to Anoka County – RALF Parcels 68 & 69
County Highway Project No. SP 002-657-003

Property Addresses: 6101 Highway 10, Ramsey, MN

Legal Description: Parcel 68 & 69, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles. (Torrens)

Seller(s): City of Ramsey, a Minnesota municipal corporation

Purchaser: County of Anoka, a political subdivision of the State of Minnesota

PARTIAL ACQUISITION PURCHASE:

Parcel 68 (PIN 35-32-25-31-0027)– L-06-02	\$ 51,532.71
Parcel 69 (PIN 35-32-25-31-0028) –L-06-02	<u>\$ 49,407.30</u>

Total Purchase Price **\$ 100,940.01**

Fees Payable by County:

State Deed Tax to County of Anoka (.0033 of purchase price) – Parcel 68	\$ 170.06
State Deed Tax to County of Anoka (.0033 of purchase price) – Parcel 69	\$ 163.04
Conservation Fee to County of Anoka (x2)	\$ 10.00
Deed Recording fee (x2)	\$ 92.00
Prorated Taxes (EXEMPT)	<u>\$ 0.00</u>
Total Fees:	\$ 435.10

TOTAL AMOUNT DUE AT CLOSING FROM HIGHWAY: \$ 101,375.11

INSTRUMENTS EXECUTED AND DELIVERED AT CLOSING:

Quit Claim Deed from City of Ramsey to County of Anoka
Closing Statement
Certificate of Real Estate Value (to be filed electronically)
Met Council Consent/Releases

DISBURSEMENTS AT CLOSING:

Proceeds to Metropolitan Council	\$ 100,940.01
Anoka County Property Tax (intra-County)	\$ 435.10 (Deed tax, Cons.fee, recording fee)

***County will remit payment of \$100,940.01 to the Metropolitan Council per terms of RALF loan L-06-02.**

SELLER: CITY OF RAMSEY

PURCHASER: COUNTY OF ANOKA

By: _____
Brian Hagen
City Administrator

By: _____
Christine Carney
Assistant Anoka County Attorney

By: _____
Mark E. Kuzma
Mayor

Dated: _____

Dated: _____

February 4, 2022

Kurt Ulrich, City Administrator
City of Ramsey
7550 Sunwood Dr. NW
Ramsey, MN 55303-5137

Dear Mr. Ulrich:

In connection with the annual audit of our records, our auditors from the Office of the State Auditor, 525 Park Street, Suite 400, St. Paul, MN 55103, request confirmation of the outstanding balance on December 31, 2021 of the following Metropolitan Right-of-Way Acquisition Loans:

<u>Loan Agreement Number</u>	<u>Description</u>	<u>Loan Balance December 31, 2021</u>
L-04-4	Miller 6159 Hiway 10	\$ 372,647.00
L-04-5	Deal 66xx Hiway 10	\$ 1,040,862.00
L-05-2	Hamilton 6615 Hiway 10	\$ 1,165,249.00
L-05-5	Premier 6131 Hiway 10	\$ 263,334.00
L-05-6	NAU Property	\$ 1,828,129.00
L-06-02	Nissen 9101 Hiway 10	\$ 384,868.00
L-06-03	Olson EZ Tractor Sales	\$ 468,015.00
L-06-09	Nedegaard Anchors Away	\$ 1,762,491.00
L-07-05	Halosek, 6201 Hiway 10	\$ 551,934.00
L-08-01	Hills, 7743 Hiway 10	\$ 1,260,686.00
L-08-10	77xx Hiway 10, DuBois	\$ 406,921.00
L-09-02	7550 Sunwood, Wilson	\$ 1,011,533.00
L-09-04	7157 Hiway 10, Holiday	\$ 935,246.00
L-09-05	7517 Hiway 10, Pro Sport	\$ 779,472.00
L-11-01	Todd Bialon/EZ Auto Parcel	\$ 653,728.00
L-17-02	6401 US Hwy 10, Sunfish Lake	\$ 697,383.64

For the purpose of verifying your account, please sign the statement below and return via email to Stephanie Kuka (stephanie.kuka@osa.state.mn.us) by February 18, 2022. If there are any questions, please call Stephanie Kuka at (651)-296-6291. We appreciate your cooperation in this matter.

Sincerely,

Marie Henderson

Marie Henderson
Deputy Chief Financial Officer

* * * * *

_____ According to my records, the information above is correct

_____ According to my records, the following changes to the information above are required:

Signature

Date

Phone Number

Meeting Date: 01/10/2023

By: Sean Sullivan, Community Development

Information

Title

Adopt Resolution #23-019 Approving Restrictive Covenants for Multiple RALF Parcels for Ramsey Gateway Project

Purpose/Background:

Purpose:

The purpose of this case is to approve the execution and recording of Restrictive Covenants for remnant parcels created by the partial acquisitions by Anoka County of Hwy ROW Parcels 7PE, 60, 62, 65, 68 and 69.

Background:

From 2004-2017, The City of Ramsey acquired many parcels north of the existing Highway 10 to obtain future right of way for improvements to Highway 10. The City continues to receive requests from Anoka County for the acquisition of full and partial parcels needed to complete the Hwy 10 project. This group of parcels identified on the Settlement Agreement are partial acquisitions for Right of Way for Hwy 10 and/or the Frontage Road System north of Hwy 10 and south of the railroad tracks. Revenue received from Anoka County by the City for these partial acquisitions will be used to pay off a portion of RALF Loans L-08-01, L-07-05, L04-04, L05-03 and L-06-02 summarized below:

RALF Loan	Loan Value	Proposed Repayment	Property Purchase %	Repayment %
L0801*	\$1,260,686.00	\$56,852.18	4.5	4.5
L0705	\$551,934.00	\$28,796.96	5.2	5.2
L0404	\$372,647.00	\$22,023.12	5.9	5.9
L0503	\$263,334.00	\$27,749.00	10.5	10.5
L0602	\$384,868.00	\$100,940.01	13.1	13.1
<i>sum</i>	\$2,833,469.00	\$236,361.27		

Restrictive Covenants:

Restrictive covenants, prohibiting the sale, installation of improvements and other items without the consent of Met Council on the remnant parcels resulting from the partial acquisitions above is required. Staff has worked with Met Council and the City Attorney to draft restrictive covenant agreements for the impacted parcels and they are attached to this case for review.

Notification:

None required

Observations/Alternatives:

Restrictive covenants are required to be filed on RALF Parcels retained by the City of Ramsey. Once the Hwy 10 project is completed, or Met Council consents, the property can be sold and the restrictive covenants can be released.

Alternatives:

- 1) Adopt Resolution #23-019 Approving Restrictive Covenants for Multiple RALF Parcels for Ramsey Gateway Project (as presented); subject to City Attorney review.

- 2) Adopt Resolution #23-019 Approving Restrictive Covenants for Multiple RALF Parcels for Ramsey Gateway Project (with changes); subject to City Attorney review.
- 3) Something else

Funding Source:

The City will be required to pay for the recording fee for each document per the terms of the RALF Loan Agreements. Staff estimates that the cost for recording fees will be no more than \$500. Funding source is anticipated to be RALF Fund 9410-63.15 unless the Finance Director recommends another source.

Recommendation:

Staff recommends adoption of Resolution #23-019 Approving Restrictive Covenants for Multiple RALF Parcels for Ramsey Gateway Project; subject to City Attorney review.

Action:

Motion to Adopt Resolution #23-019 Approving Restrictive Covenants for Multiple RALF Parcels for Ramsey Gateway Project; subject to City Attorney review.

Attachments

- ACTION - Resolution #23-019
- Reference - Settlement Agreement
- Reference - Hwy ROW Plat 102
- Reference - Hwy ROW Plat 103
- ACTION - Restrictive Covenant - 62
- ACTION - Restrictive Covenant - 7PE
- ACTION - Restrictive Covenant - 60
- ACTION - Restrictive Covenant - 65
- ACTION - Restrictive Covenant - 68 and 69
- Reference - Met Council Memo
- RALF Loan Outstanding Balances

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	01/04/2023 05:12 PM
Form Started By: Sean Sullivan		Started On: 01/03/2023 08:13 AM
Final Approval Date: 01/04/2023		

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

RESOLUTION #23-019

RESOLUTION APPROVING RESTRICTIVE COVENANTS FOR MULTIPLE RALF PARCELS FOR THE RAMSEY GATEWAY PROJECT

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

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

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

WHEREAS, restrictive covenants are required to be recorded on the remnant parcels of the Property legally described on Exhibit B (the “Remnant Parcels”); and

WHEREAS, the restrictive covenant agreements for the Remnant Parcels have been drafted and the City Attorney has approved them as to form.

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

- 1) That the City hereby authorizes the City Administrator and Mayor to sign any and all documents for each Restrictive Covenant Agreement for each Remnant Parcel identified on Exhibit B.
- 2) That the City Council authorizes payment of the recording fees in an amount not to exceed \$500.00 for the Restrictive Covenant Agreements for the Remnant Parcels to be paid from Fund 9410-6315 or another source as recommended by the Finance Director

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:

None

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of January 2023.

Mayor

ATTEST:

City Clerk

EXHIBIT A
The “PROPERTY”

Parcel 7 (PE)

A perpetual permanent easement for vehicular access related to Burlington Northern Santa Fe (BNSF) railway maintenance, and all such purposes ancillary, incident or related thereto, over, under, across, and upon that real property legally described as: Parcel 7PE, Anoka County Highway Right-of-Way Plat No. 102, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 60

In Fee Title: Parcel 60, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 62

In Fee Title: Parcel 62, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 65

In Fee Title: Parcel 65, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 68

In Fee Title: Parcel 68, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 69

In Fee Title: Parcel 69, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

EXHIBIT B
The “Remnant Parcels”

Lot 17, Auditors Subdivision No. 96 except the westerly 125 feet thereof according to the map or plat thereof on file & of record in the office of the Reg. of Deeds Anoka County, and except that area described as Parcel 62, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Part of Anoka County Tax ID Number 35-32-25-31-0007 and all of 35-32-25-24-0001

And;

Tract C, Registered Land Survey No. 151, except that area described as Parcel 65, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

(Part of Anoka County Tax ID Number 35-32-25-31-0024)

And;

Lots 3 and 4, Block 1, Guy Addition, except those areas described as Parcels 68 and 69, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles

(Part of Anoka County Tax ID Parcels 35-32-25-31-0027 and 35-32-25-31-0028)

And;

That part of the West Half of the Southeast Quarter of Section 28, Township 32, Range 25, Anoka County, Minnesota, described as follows:

Commencing at the Southeast corner of said Section 28; thence on an assumed bearing of North 0 degrees 28 minutes 50 seconds West, along the East line of said Southeast Quarter of Section 28, a distance of 164.43 feet to monument A-85 on the Northerly right-of-way boundary line of Trunk Highway No. 10 as shown on Minnesota Department of Transportation Plat 02-M4, filed as Anoka County Recorder Document No. 541039; thence North 65 degrees 51 minutes 38 seconds West, along said Northerly right-of-way line, a distance of 806.12 feet to monument A-39 as shown on said plat; thence continue along said Northerly right-of-way line on a tangential curve concave to the Northeast, radius 22,673.76 feet, central angle 1 degree 42 minutes 24 seconds, a distance of 675.48 feet to monument A-37 as shown on said plat; thence North 64

degrees 09 minutes 14 seconds West, along said Northerly right-of-way line, a distance of 430.18 feet to the point of beginning of the land to be described; thence continue North 64 degrees 09 minutes 14 seconds West, along said Northerly right-of-way line, a distance of 538.00 feet to a point distant 985.00 feet Northwesterly, as measured along said Northerly right-of-way line, from its intersection with the East line of said West Half of the Southeast Quarter; thence North 4 degrees 33 minutes 33 seconds West a distance of 269.97 feet to the Southerly right-of-way line of the Burlington Northern Railroad; thence South 66 degrees 42 minutes 01 seconds East along said Southerly right-of-way line, a distance of 630.93 feet to the intersection with a line bearing North 16 degrees 12 minutes 07 seconds East from the point of beginning; thence South 16 degrees 12 minutes 07 seconds West a distance of 264.61 feet to the point of beginning.

Subject to a perpetual permanent easement for vehicular access related to Burlington Northern Santa Fe (BNSF) railway maintenance, and all such purposes ancillary, incident or related thereto, over, under, across, and upon that real property legally described as: Parcel 7PE, Anoka County Highway Right-of-Way Plat No. 102, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

(Part of Anoka County Tax ID Number 28-32-25-43-0002)

And;

That part of the Northwest Quarter, Section 35, Township 32, Range 25 described as follows: Beginning at a point on the south line of said Northwest Quarter distant 1195 feet east from the southwest corner of said Northwest Quarter; thence on an assumed bearing of North 89 degrees 01 minutes 41 seconds East along said south line, a distance of 133.38 feet; thence North 19 degrees 27 minutes 07 seconds East a distance of 229.38 feet to the intersection with the Southwesterly right-of-way line of Burlington Northern, Inc. (formerly Saint Paul & Pacific Railroad Company); thence North 66 degrees 40 minutes 46 seconds West, along said right-of-way line, a distance of 125.28 feet to the intersection with a line bearing North 19 degrees 27 minutes 07 seconds East from the point of beginning; thence South 19 degrees 27 minutes 07 seconds West a distance of 284.38 feet to the point of beginning. (Said tract is also known as the westerly 125 feet of Lot 19, Auditor's Subdivision No. 96.)

AND

That part of Government Lot 1 and of the Northeast Quarter of the Southwest Quarter, Section 35, Township 32, Range 25, described as follows: Beginning at a point on the north line of said Government Lot 1 distant 1195.00 feet east from the northwest corner of said Southwest Quarter of Section 35; thence on an assumed bearing of North 89 degrees 01 minute 41 seconds East, along said north line and along the north line of said Northeast Quarter of the Southwest Quarter, a distance of 133.38 feet; thence South 17 degrees 59 minutes 01 second West a distance of 152.90 feet to the intersection with the northerly right-of-way boundary line of Trunk Highway No. 10, as shown on MINNESOTA DEPARTMENT OF TRANSPORTATION MONUMENTATION PLAT 02-M6, filed as Anoka County Recorder Document No. 541043; thence North 70 degrees 54 minutes 47 seconds West,

along said right-way-line, a distance of 128.92 feet to the intersection with a line bearing South 19 degrees 27 minutes 07 seconds West from the point of beginning; thence North 19 degrees 27 minutes 07 seconds East a distance of 107.12 feet to the point of beginning.

(Said tract is also known as part of Lot 17, Auditor's SUBDIVISION No. 96.)

The easterly, westerly and southerly boundary lines of said tract are marked by judicial landmarks set pursuant to Torrens Case No. C5-91-5329.

Except that area described as Parcel 60, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

(Part of Anoka County Tax ID Number 35-32-25-23-0006)

**SETTLEMENT AGREEMENT FOR ACQUISITION OF PROPERTY
ANOKA COUNTY HWY 10 INTERCHANGE AT CSAH 57 (SUNFISH LAKE BLVD.)
PROJECT NOS. SP 002-656-001 and 002-657-003**

(RALF PARCELS 7, 60, 62, 65, 68, 69)

This agreement is made and entered into this ____ day of _____ 2023 by and between the County of Anoka, a political subdivision of the State of Minnesota ("County") and the City of Ramsey ("Owner") with property located along Highway 10 NW, Ramsey, Minnesota, as described below.

WITNESSETH:

WHEREAS, the Anoka County Highway Department proposes to construct new grade separated interchanges at CSAH 56 (Ramsey Blvd.) and CSAH 57 (Sunfish Lake Blvd.) and U.S. Highway 10/169, and grade-separated crossings at CSAH 56/57 and BNSF railway in the city of Ramsey, as part of Anoka County Highway Project Nos. 002-656-001 and 002-657-003 (collectively "Highway Project"); and

WHEREAS, Owner is the fee owner of property located along Highway 10 NW, Ramsey, Anoka County, Minnesota, and which parcels are identified as Parcels 7, 60, 62, 65, 68, and 69 in the Highway Project, identified for tax purposes as PIN Nos. 28-32-25-43-0002 (Parcel 7), 35-32-25-23-0006 (Parcel 60), 35-32-25-31-0007 (Parcel 62), 35-32-25-31-0024 (Parcel 65), 35-32-25-31-0027 (Parcel 68), and 35-32-25-31-0028 (Parcel 69) (collectively "RALF Parcels"); and

WHEREAS, the city RALF Parcels consist of unimproved land that was acquired for future highway purposes and are encumbered by loans from the Right-of-way Acquisition Loan Fund (RALF) issued by the Metropolitan Council; and

WHEREAS, the County needs to acquire a portion of the RALF Parcels, legally described in the attached Exhibit A, in order to construct the Highway Project; and

WHEREAS, the County and Owner, in consultation with the Metropolitan Council real estate department, have reached an agreement to fully and finally settle all amounts owed for the purchase of real estate and for any and all actual or potential claims for damages from acquisition of the RALF Parcels relating to the construction of the Highway Project.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. AGREEMENT ON VALUE OF REAL ESTATE

The County and Owner acknowledge that the outstanding loan values of the RALF Parcels have been used to proportionately value the land that is needed for the Highway Project. Neither the County nor Owner obtained appraisals and the values have been determined in consultation with the Metropolitan Council.

2. SETTLEMENT AMOUNT

The County and Owner agree that just compensation for all damages suffered as a result of the County’s proposed Highway Project and acquisition of the RALF Parcels described in Exhibit A, are reflected in the “acquisition price” in the chart below (“Settlement Amount”). Payment of the Settlement Amount, plus all recording and related fees reflected on the Closing Statements, shall constitute full and complete satisfaction of any and all claims that Owner has now or may have in the future against the County regarding the RALF Parcels, the Highway Project, attorney’s fees, or any other costs or damages resulting from or relating to the acquisition of the RALF Parcels and construction of the Highway Project.

Parcel #	PID #	address	Loan #	Balance	Lot size (acre)	Lot size (SF)	Loan per SF	Acquisition Area (SF)	ACQUISITION PRICE
7	28-32-25-43-0002	7443 Hwy 10	L-08-01	\$1,260,686.00	3.37	146,797	\$ 8.59	6620	\$ 56,852.18
60	35-32-25-23-0006	6201 Hwy 10	L-07-05	\$ 551,934.00	1.1	47,916	\$ 11.52	2500	\$ 28,796.96
62	35-32-25-31-0007	6159 Hwy 10	L-04-04	\$ 372,647.00	0.39	16,988	\$ 21.94	1004	\$ 22,023.12
65	35-32-25-31-0024	unassigned	L-05-03	\$ 263,334.00	0.61	26,572	\$ 9.91	2800	\$ 27,749.00
68	35-32-25-31-0027	6101 Hwy 10	L-06-02	\$ 384,868.00	0.43	18,731	\$20.55	2508	\$ 51,532.71
69	35-32-25-31-0028	6101 Hwy 10	L-06-02	\$ 384,868.00	0.5	21,870	\$17.67	2796	\$ 49,407.30

3. EXECUTION AND DELIVERY OF DEED / RELEASES

As a result of this Settlement, prior to or at the closing on the real estate, Owner shall:

- a. Sign and deliver to the County fully executed deed(s) in recordable form, conveying all property interests described in Exhibit A to the County; and

- b. Provide the necessary releases or satisfactions so the County may acquire marketable title to the property described in Exhibit A; and
- c. Provide any other documents necessary to fulfil obligations of the Settlement Agreement or to convey marketable title of the property described in Exhibit A to the County; and

4. PAYMENT OF SETTLEMENT AMOUNT

The County shall issue checks payable the Metropolitan Council for the Settlement Amounts, to repay the designated portion of the Owner's RALF loans on the Property. Payment to the Metropolitan Council shall be made via check or preferably via ACH, with remittance to metcar@metc.state.mn.us including reference "RALF Loans L08-01" and so forth, for each RALF Parcel. The County shall also be responsible for recording fees and associated costs, as reflected on the Closing Statements. Upon payment, the Owner shall ensure that the County will receive executed partial releases of any restrictive covenants on the above-described Property, if any such release is requested by the County or the Met Council.

5. FULL RELEASE OF CLAIMS / OTHER CONSIDERATIONS

In exchange for payment of the above-described Settlement Amount (less costs of closing) the sufficiency of which is hereby acknowledged, Owner, and its officers, directors, partners, managers, members, successors and assigns, hereby fully release and discharge Anoka County and all of its elected officials, employees, directors, and officers, from any and all claims, demands, damages, actions, attorneys' fees, losses, causes of action or suits of any kind or nature, known or unknown, for any and all claims arising from any source whatsoever, including but not limited to claims arising out of or relating in any way to the Highway Project.

6. AGREED TO AWARD

If there are any liens, encumbrances or other interests of any kind which may affect marketable title to the RALF Parcels described in Exhibit A, and documentation discharging, releasing or clearing the same is not provided to the County, Owner understands and agrees that acquisition of the property shall be through condemnation, that a stipulated award in the Settlement Amount provided by this agreement shall be entered by the court-appointed condemnation

Commissioners and that said payment may, in the County's discretion, be deposited with the court pursuant to Minn. Stat. §117.125.

7. COUNTERPARTS

This Amendment may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have set their hands on the dates so indicated.

OWNER / SELLER:

City of Ramsey, a Minnesota municipal corporation

COUNTY / BUYER:

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

By: _____
Mark E. Kuzma, Mayor

By: _____
Joseph J. MacPherson, County Engineer

Dated: _____

Dated: _____

By: _____
Brian Hagen, City Administrator

Dated: _____

EXHIBIT A
(Legal Descriptions)

Parcel 7 (PE)

A perpetual permanent easement for vehicular access related to Burlington Northern Santa Fe (BNSF) railway maintenance, and all such purposes ancillary, incident or related thereto, over, under, across, and upon that real property legally described as: Parcel 7PE, Anoka County Highway Right-of-Way Plat No. 102, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 60

In Fee Title: Parcel 60, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 62

In Fee Title: Parcel 62, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 65

In Fee Title: Parcel 65, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 68

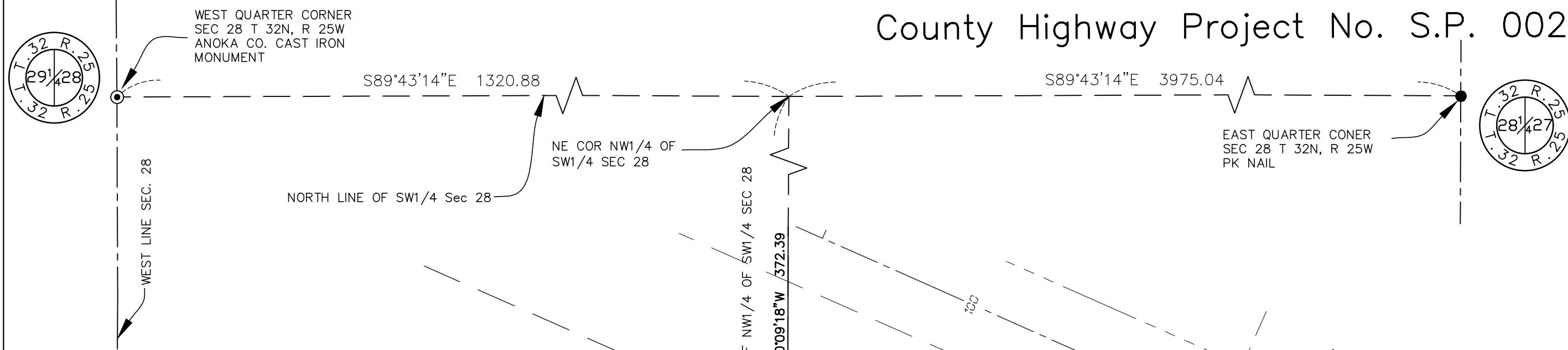
In Fee Title: Parcel 68, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

Parcel 69

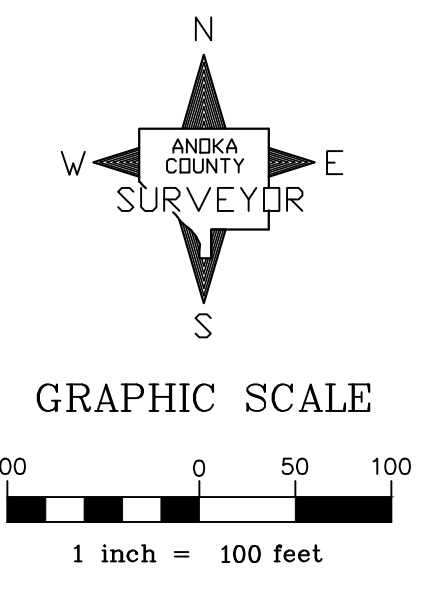
In Fee Title: Parcel 69, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 102

County Highway Project No. S.P. 002-656-001



DATA CONTAINED WITHIN THIS BOX FOR INSTRUCTIVE AND INFORMAL PURPOSES ONLY											
RIGHT-OF-WAY IN SECTION 28, TOWNSHIP 32, RANGE 25											
PARCEL	OWNER	LOCATION: BY PARCEL IDENT. NUMBER (PIN)	DEED RECORD DOCUMENT NO. OR BOOK, PAGE	TORRENS CERTIFICATE NUMBER	ENTIRE TRACT ACRES / SQUARE FEET	EXISTING RIGHT OF WAY ACRES / SQUARE FEET	NEW HWY. RIGHT OF WAY ACRES / SQUARE FEET	PERMANENT EASEMENT ACRES / SQUARE FEET	TEMPORARY EASEMENT ACRES / SQUARE FEET	TEMPORARY EASEMENT EXPIRES DATE	BALANCE OF TRACT REMAINING
											ACRES / SQUARE FEET
1	TODD N BIALON	283225310003	1746056		1.1993		1.1993				0.000
2	CITY OF RAMSEY	283225310020	2025379.001		52.242		52.242				0
3	CITY OF RAMSEY	283225310007	2025379.001		0.6817		0.6817				0.000
4	CITY OF RAMSEY	283225310005	2008191.002		29.694		29.694				0
5, 6	NOT USED				0.6179		0.6179				0.000
7PE	CITY OF RAMSEY	283225430002	1998453.006		26,914		26,914				0
142	TODD N BIALON	283225310021	1746056		2.2315		2.2315				1.7400
					97,201		21,408				75,793
					3.3697			0.1520			3.3697
					146,782			6,620			146,782
					0.2078		0.2078				0.000
					9,051		9,051				0



CONVENTIONAL SYMBOLS	
Section Line	---
Quarter Line	---
Quarter Quarter Line	---
Property Line	---
Plat Boundary Line	---
Existing R/W Line	---
R/W Parcel Number	1
Temporary Easement	2TE
Permanent Easement	2PE
Right-of-Way Monument	○
Judicial Land Monument	●
Found Iron Monument	⊙
Found Cast Iron Monument	⊙
Found Right of way Monument	● A-40

NOTE
All parcels shown on this plat may not be purchased by Anoka County. Check pertinent documents for each parcel.

PROCEDURAL STATEMENTS:

- The methods and equipment used in the control surveys for this plat and the checks made on monument locations were accomplished with electronic distance measuring devices or global positioning systems.
- Parcel areas and entire tract areas shown hereon are computed from legal descriptions and not from actual surveys.
- Certificates of location are on file in the Office of the County Surveyor for the section corner monuments shown on this plat.
- For the details of the control survey and land survey, contact the County Surveyor's Office for the survey of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 102, County Highway Project No. S.P. 002-656-001.
- Bearings shown are based on Anoka County Project Coordinate System, NAD83 (1996 Adjustment).

County Surveyor:

I hereby certify that this plat is a true and correct representation of the boundaries as shown, and that said plat was made under my direct supervision, that all distances are correctly shown in feet and hundredths of a foot, that the monuments for the guidance of future surveys will be correctly placed in the ground as shown after the completion of construction, and that there are no public highways to be designated on said plat other than as shown thereon.

David M. Ziegler, Anoka County Surveyor
License No. 46179

Date _____, 20__

County Engineer:

The Board of County Commissioners for Anoka County, Minnesota, pursuant to Board Resolution Number 2021-77, dated June 22, 2021, is hereby designating the definite location of the right-of-way of County State Aid Highway No. 56 (Ramsey Boulevard) and US Highway 10 and a grade-separated crossing at the adjacent CSAH 56 (Ramsey Boulevard) and BNSF railway in the city of Ramsey. This plat, effected by United States Highway 10 & Minnesota Highway 169 per Minnesota Department of Transportation Monumentation Plat 02-M4 & 02-M5, located in Sections 27, 28, 33, 34 & 35, Township 32, Range 25, Anoka County, Minnesota, as shown on this plat, pursuant to Minnesota Statutes 160.085.

Certified by:
Joseph J. MacPherson, County Highway Engineer
License No. 46732

Date _____, 20__

County Recorder/Registrar of Titles:

County of Anoka, State of Minnesota
I hereby certify that this plat of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 102 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

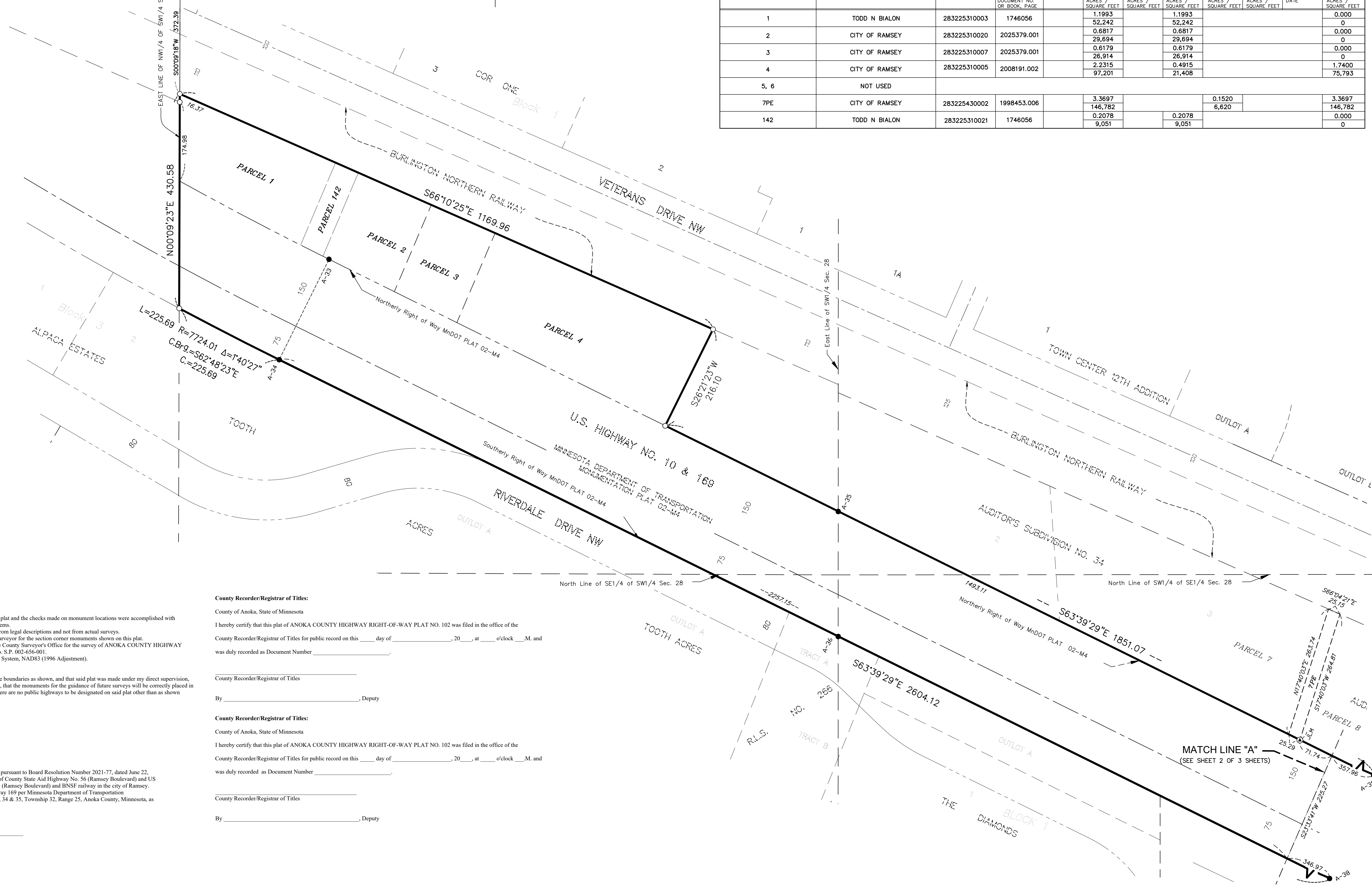
By _____, Deputy

County Recorder/Registrar of Titles:

County of Anoka, State of Minnesota
I hereby certify that this plat of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 102 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

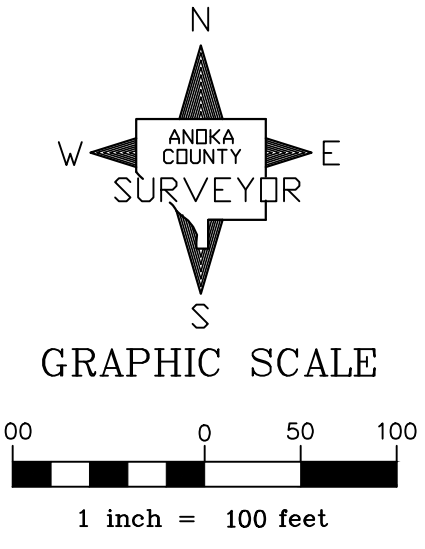
By _____, Deputy



MATCH LINE "A"
(SEE SHEET 2 OF 3 SHEETS)

ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 102

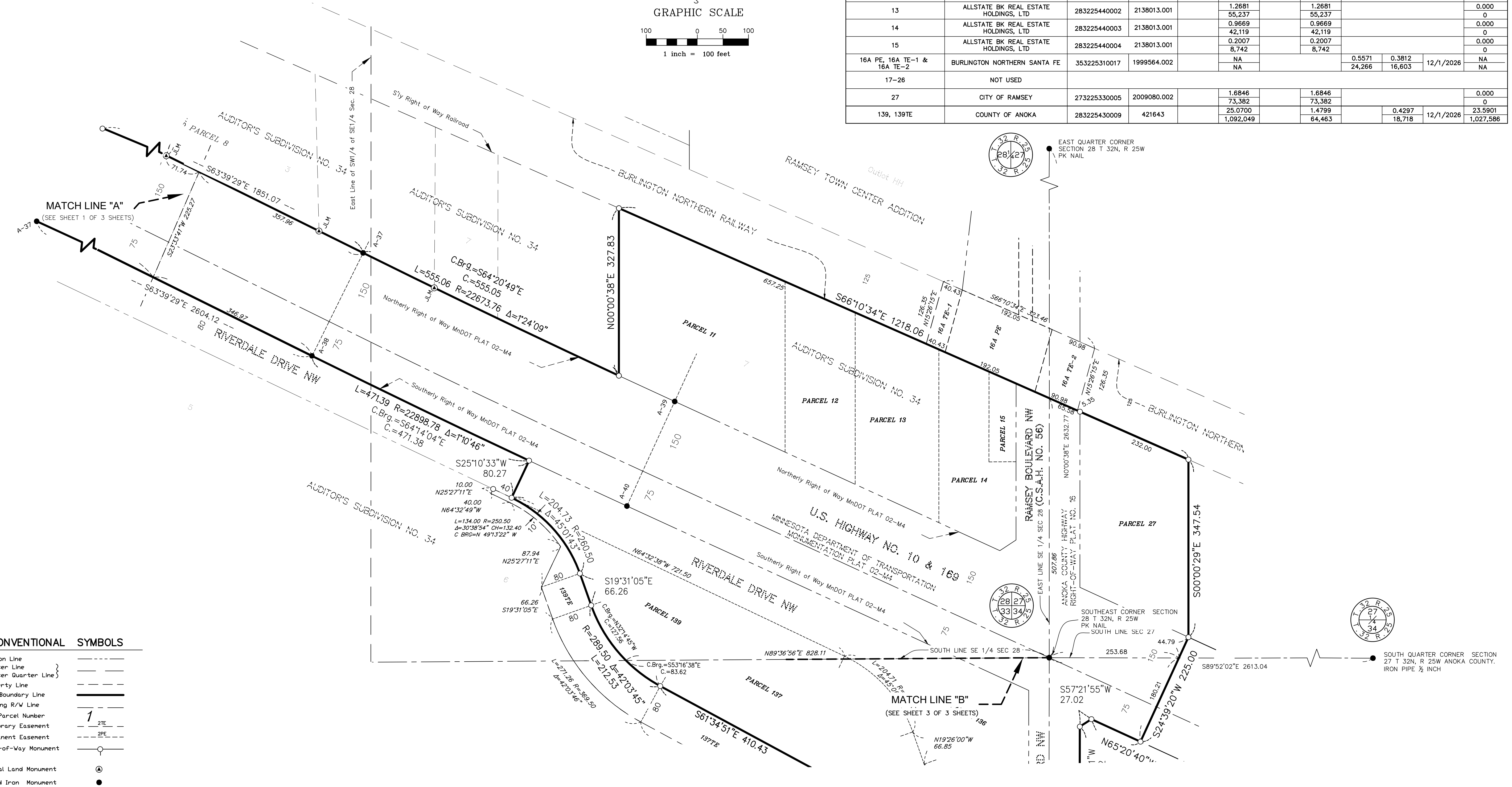
County Highway Project No. S.P. 002-656-001



DATA CONTAINED WITHIN THIS BOX FOR INSTRUCTIVE AND INFORMAL PURPOSES ONLY

RIGHT-OF-WAY IN SECTION 27, 28, 33, 34 & 35 TOWNSHIP 32, RANGE 25

PARCEL	OWNER	LOCATION: BY PARCEL IDENT. NUMBER (PIN)	DEED RECORD DOCUMENT NO. OR BOOK, PAGE	TORRENS CERTIFICATE NUMBER	ENTIRE TRACT	EXISTING RIGHT OF WAY	NEW HWY. RIGHT OF WAY	PERMANENT EASEMENT	TEMPORARY EASEMENT	TEMPORARY EASEMENT EXPIRES	BALANCE OF TRACT
					ACRES / SQUARE FEET	ACRES / SQUARE FEET	ACRES / SQUARE FEET	ACRES / SQUARE FEET	ACRES / SQUARE FEET	DATE	ACRES / SQUARE FEET
11	NEW SKELGAS, INC	283225440011	665041		2.4697	2.4697	2.4697				0.000
					107.579	107.579	107.579			0	
12	TUFFCO PROPERTIES, LLC	283225440005	223749.001		1.0554	1.0554	1.0554				0.000
					45.972	45.972	45.972			0	
13	ALLSTATE BK REAL ESTATE HOLDINGS, LTD	283225440002	2138013.001		1.2681	1.2681	1.2681				0.000
					55.237	55.237	55.237			0	
14	ALLSTATE BK REAL ESTATE HOLDINGS, LTD	283225440003	2138013.001		0.9669	0.9669	0.9669				0.000
					42.119	42.119	42.119			0	
15	ALLSTATE BK REAL ESTATE HOLDINGS, LTD	283225440004	2138013.001		0.2007	0.2007	0.2007				0.000
					8.742	8.742	8.742			0	
16A PE, 16A TE-1 & 16A TE-2	BURLINGTON NORTHERN SANTA FE	353225310017	1999564.002		NA	NA	NA	0.5571	0.3812	12/1/2026	NA
17-26	NOT USED										
27	CITY OF RAMSEY	273225330005	2009080.002		1.6846	1.6846	1.6846				0.000
					73.382	73.382	73.382			0	
139, 139TE	COUNTY OF ANOKA	283225430009	421643		25.0700	25.0700	1.4799		0.4297	12/1/2026	23.5901
					1,092,049	64,463	18,718			1,027,586	



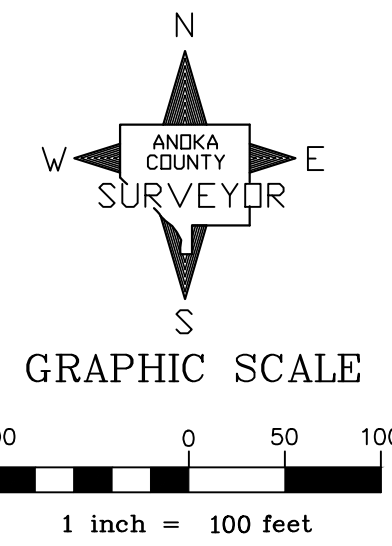
CONVENTIONAL SYMBOLS

Section Line	---
Quarter Line	---
Quarter Quarter Line	---
Property Line	---
Plat Boundary Line	---
Existing R/W Line	---
R/W Parcel Number	1
Temporary Easement	2TE
Permanent Easement	2PE
Right-of-Way Monument	○
Judicial Land Monument	⊙
Found Iron Monument	●
Found Cast Iron Monument	⊙
Found Right of way Monument	●

NOTE
All parcels shown on this plat may not be purchased by Anoka County. Check pertinent documents for each parcel.

ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 102

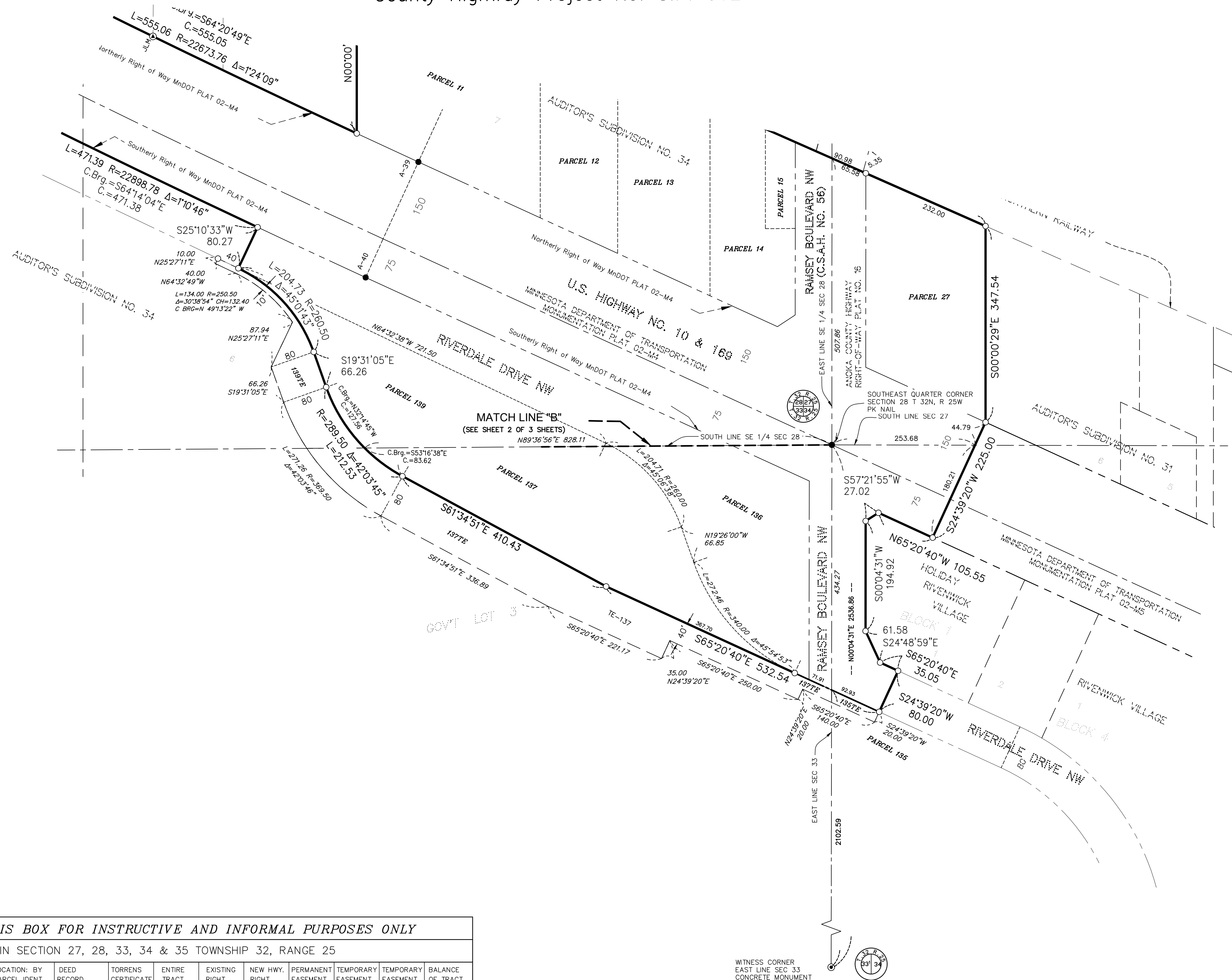
County Highway Project No. S.P. 002-656-001



CONVENTIONAL SYMBOLS

- Section Line
- Quarter Line
- Quarter Quarter Line
- Property Line
- Plat Boundary Line
- Existing R/W Line
- R/W Parcel Number
- Temporary Easement
- Permanent Easement
- Right-of-Way Monument

- Judicial Land Monument
- Found Iron Monument
- Found Cast Iron Monument
- Found Right of way Monument



DATA CONTAINED WITHIN THIS BOX FOR INSTRUCTIVE AND INFORMAL PURPOSES ONLY

RIGHT-OF-WAY IN SECTION 27, 28, 33, 34 & 35 TOWNSHIP 32, RANGE 25

PARCEL	OWNER	LOCATION: BY PARCEL IDENT. NUMBER (PIN)	DEED RECORD DOCUMENT NO. OR BOOK, PAGE	TORRENS CERTIFICATE NUMBER	ENTIRE TRACT	EXISTING RIGHT OF WAY	NEW HWY. RIGHT OF WAY	PERMANENT EASEMENT	TEMPORARY EASEMENT	TEMPORARY EASEMENT EXPIRES	BALANCE OF TRACT REMAINING
					ACRES / SQUARE FEET	ACRES / SQUARE FEET	ACRES / SQUARE FEET	ACRES / SQUARE FEET	ACRES / SQUARE FEET	DATE	ACRES / SQUARE FEET
135TE	COUNTY OF ANOKA	343225230003	421643		25.07 1,092,049				0.0406 1,767	12/1/2026	25.07 1,092,049
136	CITY OF RAMSEY	333225110004	2175576.001		1.7459 76,051		1.7459 76,051				0.000 0
137, 137E	COUNTY OF ANOKA	333225110005	421643		48.3200 2,104,819		2.1763 94,801	1.4960 65,167		12/1/2026	46.1437 2,010,018

NOTE

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

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

PROCEDURAL STATEMENTS:

1. The methods and equipment used in the control surveys for this plat and the checks made on monument locations were accomplished with electronic distance measuring devices or global positioning systems.
2. Parcel areas and entire tract areas shown hereon are computed from legal descriptions and not from actual surveys.
3. Certificates of location are on file in the Office of the County Surveyor for the section corner monuments shown on this plat.
4. For the details of the control survey and land survey, contact the County Surveyor's Office for the survey of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 103, County Highway Project No. S.P. 002-657-003.
5. Bearings shown are based on Anoka County Project Coordinate System, NAD83 (1996 Adjustment).

County Surveyor:

I hereby certify that this plat is a true and correct representation of the boundaries as shown, and that said plat was made under my direct supervision, that all distances are correctly shown in feet and hundredths of a foot, that the monuments for the guidance of future surveys will be correctly placed in the ground as shown after the completion of construction, and that there are no public highways to be designated on said plat other than as shown thereon.

David M. Zieglmeier, Anoka County Surveyor
License No. 46179

Date _____, 20__

County Engineer:

The Board of County Commissioners for Anoka County, Minnesota, pursuant to Board Resolution Number 2021-79, dated June 22, 2021, is hereby designating the definite location of the right-of-way a new interchange at CSAH 57 (Sunfish Lake Boulevard) and US Highway 10/169 and a grade-separated crossing at the adjacent CSAH 57 (Sunfish Lake Boulevard) and BNSF railway in the City of Ramsey. This plat, effected by United States Highway 10 & Minnesota Highway 169 per Minnesota Department of Transportation Monumentation Plat 02-M5 & 02-M6, located in Sections 34 & 35, Township 32, Range 25, Anoka County, Minnesota, as shown on this plat, pursuant to Minnesota Statutes 160.085.

Certified by:

Joseph J. MacPherson, County Highway Engineer
License No. 46732

Date _____, 20__

County Recorder/Registrar of Titles:

County of Anoka, State of Minnesota

I hereby certify that this plat of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 103 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

County Recorder/Registrar of Titles:

County of Anoka, State of Minnesota

I hereby certify that this plat of ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 103 was filed in the office of the

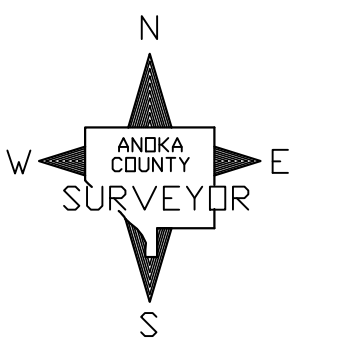
County Recorder/Registrar of Titles for public record on this _____ day of _____, 20__, at _____ o'clock ____M. and was duly recorded as Document Number _____.

County Recorder/Registrar of Titles

By _____, Deputy

Sheet 2 Parcels

DATA CONTAINED WITHIN THIS BOX FOR INSTRUCTIVE AND INFORMAL PURPOSES ONLY											
RIGHT-OF-WAY IN SECTION 34 & 35, TOWNSHIP 32, RANGE 25											
PARCEL	OWNER	LOCATION: BY PARCEL IDENT. NUMBER (PIN)	DEED RECORD DOCUMENT NO. OR BOOK, PAGE	TORRENS CERTIFICATE NUMBER	ENTIRE TRACT	EXISTING RIGHT OF WAY	NEW HWY. RIGHT OF WAY	PERMANENT EASEMENT	TEMPORARY EASEMENT	TEMPORARY EASEMENT EXPIRES	BALANCE OF TRACT REMAINING
					ACRES / SQUARE FEET	ACRES / SQUARE FEET	ACRES / SQUARE FEET	ACRES / SQUARE FEET	ACRES / SQUARE FEET	DATE	ACRES / SQUARE FEET
50TE	WOODMEN OF WORLD LIFE INSURANCE	343225140026	2011941.004		3.7851 164,880				0.1122 4,886	12/1/2026	3.7851 164,880
51	CITY OF RAMSEY	343225140027	2172549.002		1.6172 70,444		1.6172 70,444				0.000 0
52, 56,	NOT USED										0
59	HICKMAN LAND INVESTMENTS	353225230016		137179	11.7445 511.590		11.7445 511.590				0.000 0
61, 63-64, 72, 73, 76, 77, 79	NOT USED										0
84	RCA PROPERTIES LLC	353225320015	2119758.001		0.8724 38,000		0.0329 1,432				0.8724 38,568
85	QF5 LLC	353225320014	2115395.001		0.4362 19,000		0.4362 19,000				0.000 0
86	RELIABLE HOLDINGS LLC	353225320013	1978048.017		0.4362 19,000		0.4362 19,000				0.000 0
87	CAMINO INVESTMENTS LLC	353225320019	2307078.001		0.4325 18,839		0.4325 18,839				0.000 0
88	RELIABLE HOLDINGS LLC	353225320047	2264657.005		0.0738 3,213		0.0738 3,213				0.000 0
89PE, 89TE-1 & 89TE-2	LCCP PROPERTIES LLC	353225320050	2346167.001		0.6147 26,775		0.0220 959	0.0453 1,972		12/1/2026	0.6147 26,775
90PE, 90TE-1 & 90TE-2	ZAP PROPERTIES LLC	353225320037		136515	0.6630 28,880		0.0223 971	0.0366 1593		12/1/2026	0.6630 28,880
91PE, 91TE-1 & 91TE-2	M R WELTY HOMES LLC	353225320004	2126747.009		0.1341 5,840		0.0040 175	0.0196 854		12/1/2026	0.1341 5,840
92	JERRY A & ANGELA M COFFIN	353225320003	948375		0.9595 41,797		0.9595 41,797				0.000 0
93	TORREY C JOHNSON	353225230002	2023268.005		0.3176 13,834		0.3176 13,834				0.000 0
94	TORREY C JOHNSON	353225230003	2023268.005		0.4372 19,043		0.4372 19,043				0.000 0
95	TORREY C JOHNSON	353225320001	2023268.005		0.3584 15,614		0.3584 15,614				0.000 0
96	RELIABLE HOLDINGS LLC	353225320039	2252361.007		0.5318 23,167		0.5318 23,167				0.000 0
97, 98	NOT USED										0
99TE	JOHN A & SHARON L FREEBURG	353225320041	842757.0		0.7900 34,412		0.0250 1,087			12/1/2026	0.7900 34,412
100TE	ALLEN & LINDA FARMES TRUSTEES	353225320040	2238272.001		0.6700 29,185		0.0804 3,502			12/1/2026	0.6700 29,185
101TE	PETER A & USA A WARD TRUST	343225410007		116167	0.6400 27,878		0.0389 1,696			12/1/2026	0.6400 27,878
102TE	MICHAEL J & JEBNIFER L MCGRATH	343225410006		136440	0.6900 30,056		0.0226 983			12/1/2026	0.6900 30,056
103-108	NOT USED										0
109PE	HOLASEK/ HAMILTON TRUSTS	343225140029		146317	9.2300 402,059		0.3243 14,125				9.2300 402,059
110PE, 110TE-1 & 110TE-2	GB PROPERTIES	343225140022		125508	1.6988 73,999		0.0556 2,424	0.1442 6,282		12/1/2026	1.6988 73,999
111PE, 111TE-1 & 111TE-2	GB PROPERTIES	343225140025		125508	3.1460 137,041		0.0735 3,202	0.1981 8,631		12/1/2026	3.1460 137,041
112PE	CONNECTIONS CHURCH	343225140014		146316	7.1242 310,330		0.2163 9,420				7.1242 310,330
113-134, 136, 138, 140-124	NOT USED										0
143	RELIABLE HOLDINGS LLC	353225320058	2264657.005		0.0415 1,806		0.0415 1,806				0.000 0
144-153	NOT USED										0



NOTE

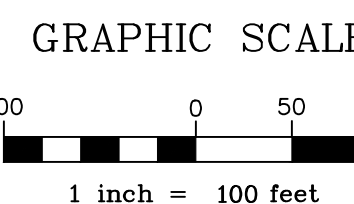
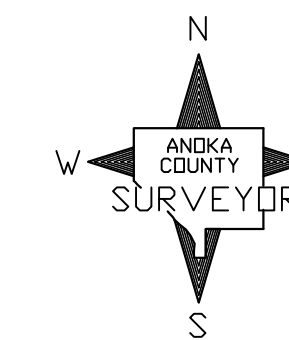
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ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 103

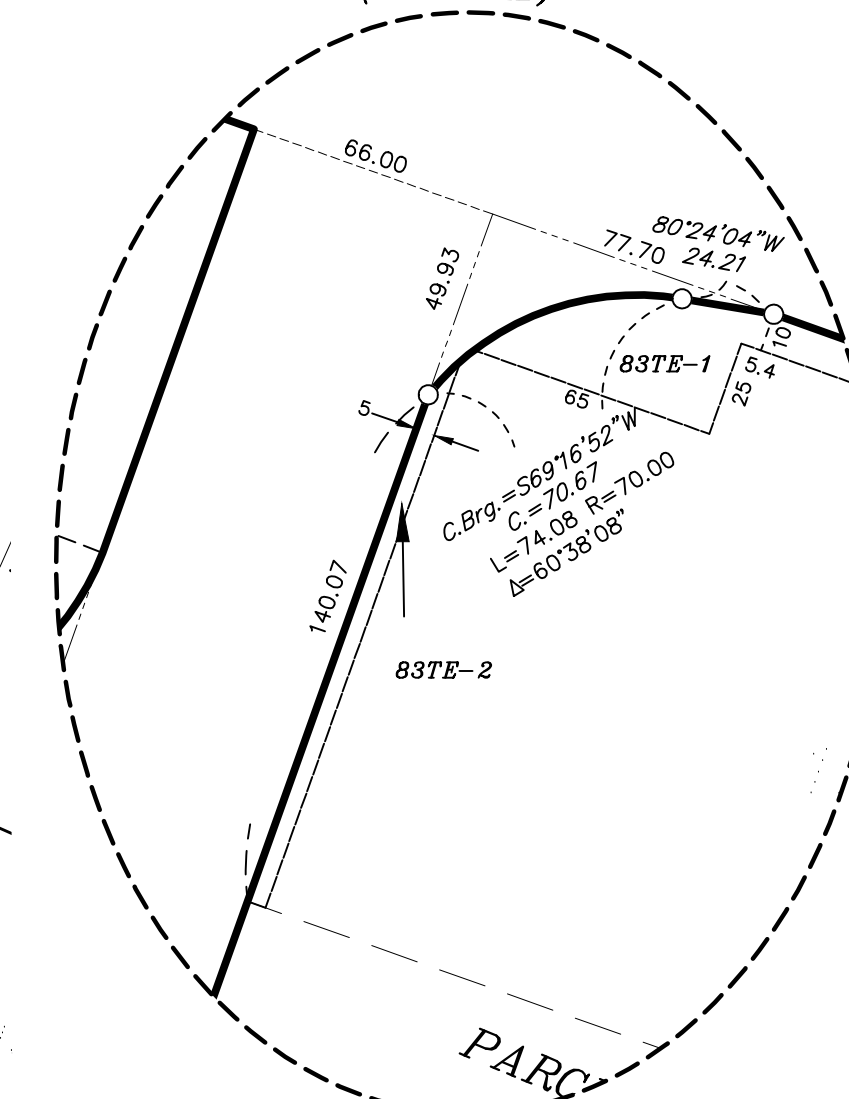
County Highway Project No. S.P. 002-657-003

CONVENTIONAL SYMBOLS

Section Line	---
Quarter Line	---
Quarter Quarter Line	---
Property Line	---
Plat Boundary Line	---
Existing R/W Line	---
R/W Parcel Number	1
Temporary Easement	2PE
Permanent Easement	2PE
Right-of-Way Monument	○
Judicial Land Monument	⊙
Found Iron Monument	●
Found Cast Iron Monument	⊙
Found Right of way Monument	● A-51

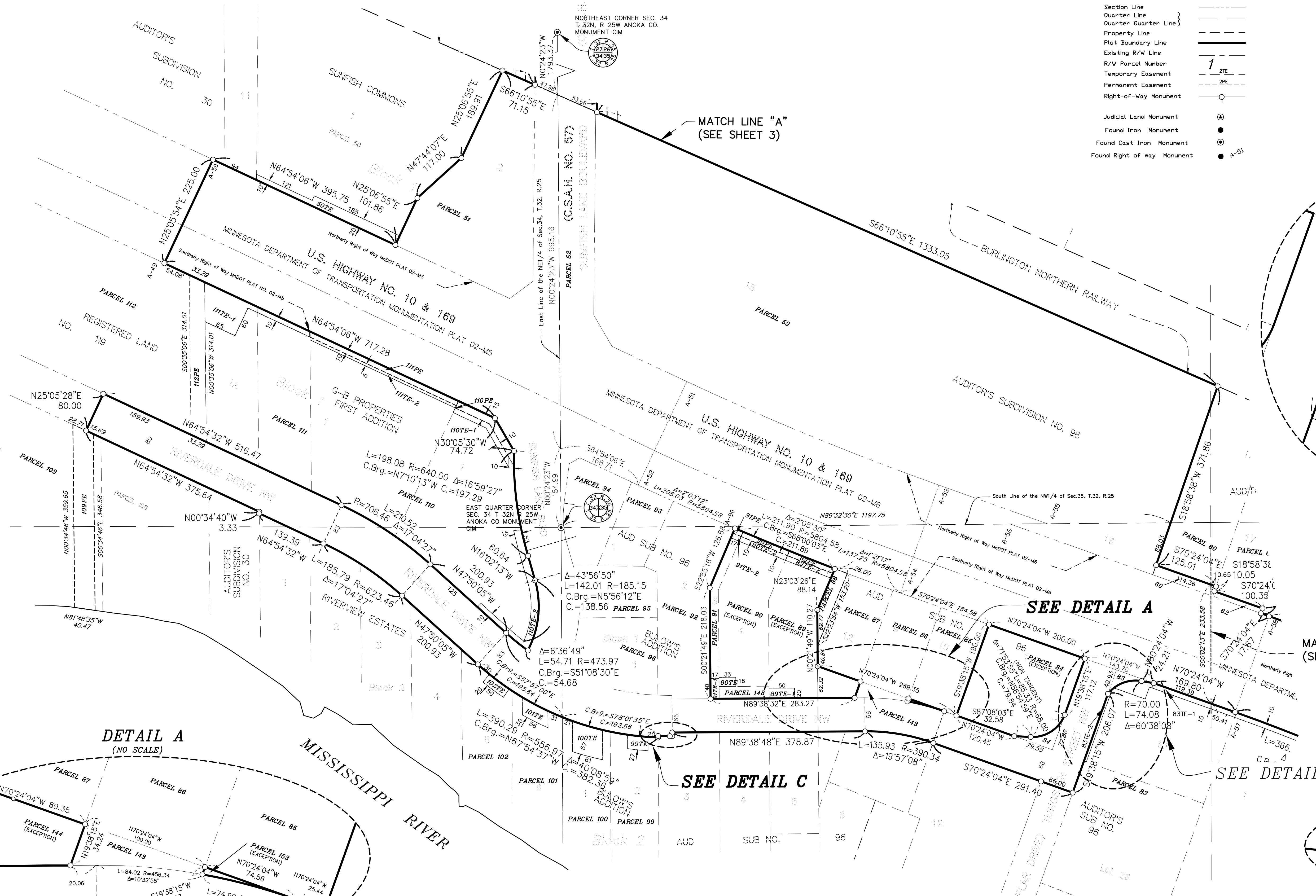
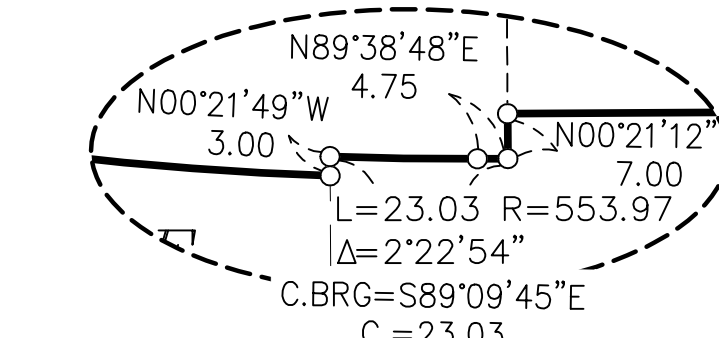


DETAIL B
(NO SCALE)

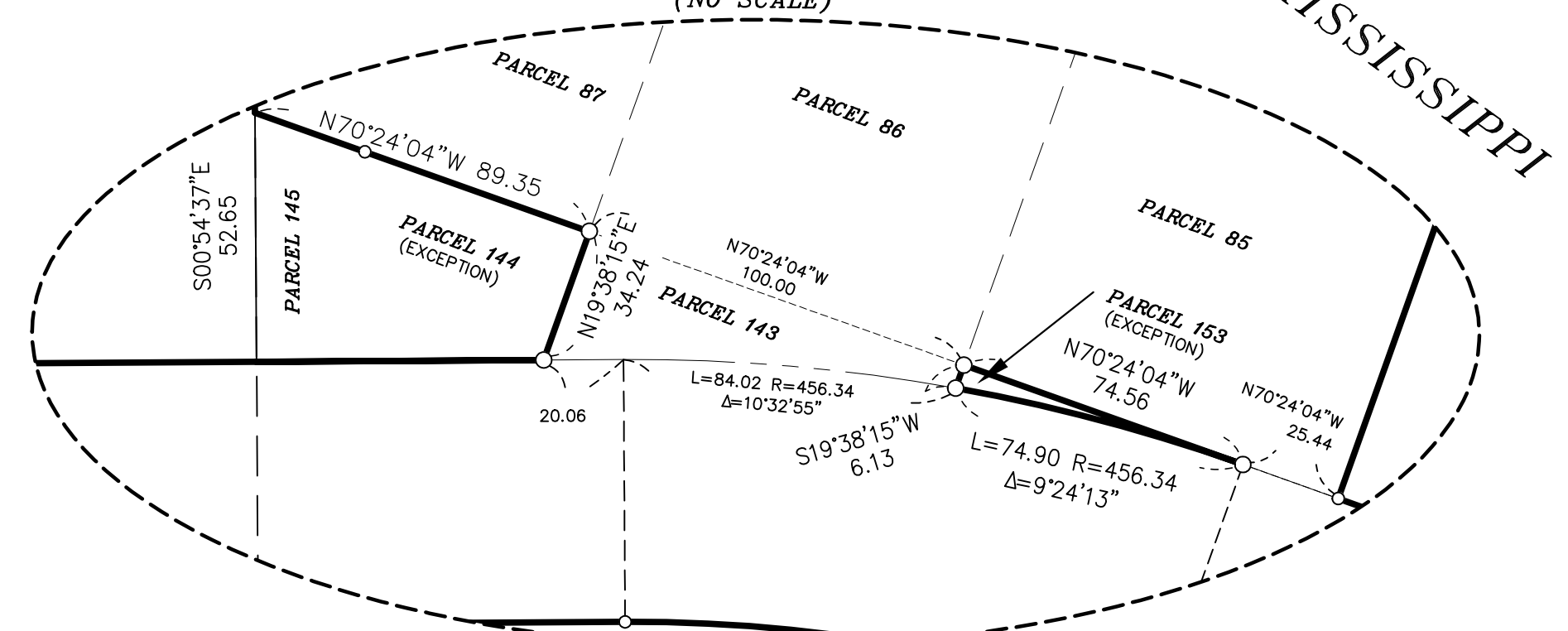


MATCH LINE "B"
(SEE SHEET 4)

DETAIL C
(NO SCALE)



DETAIL A
(NO SCALE)



SEE DETAIL C

SEE DETAIL A

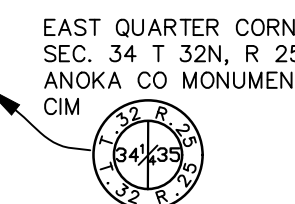
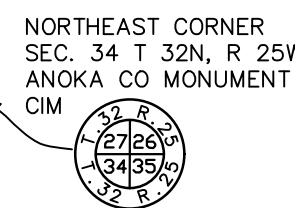
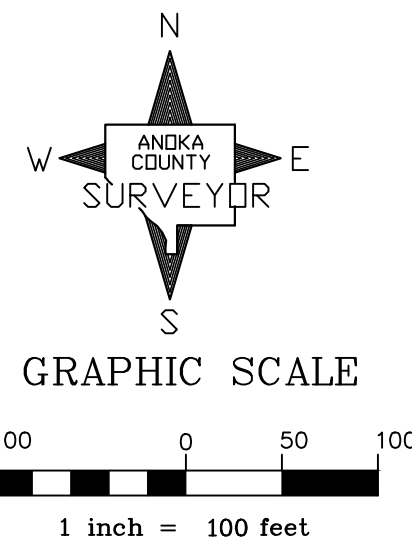
SEE DETAIL B

NOTE

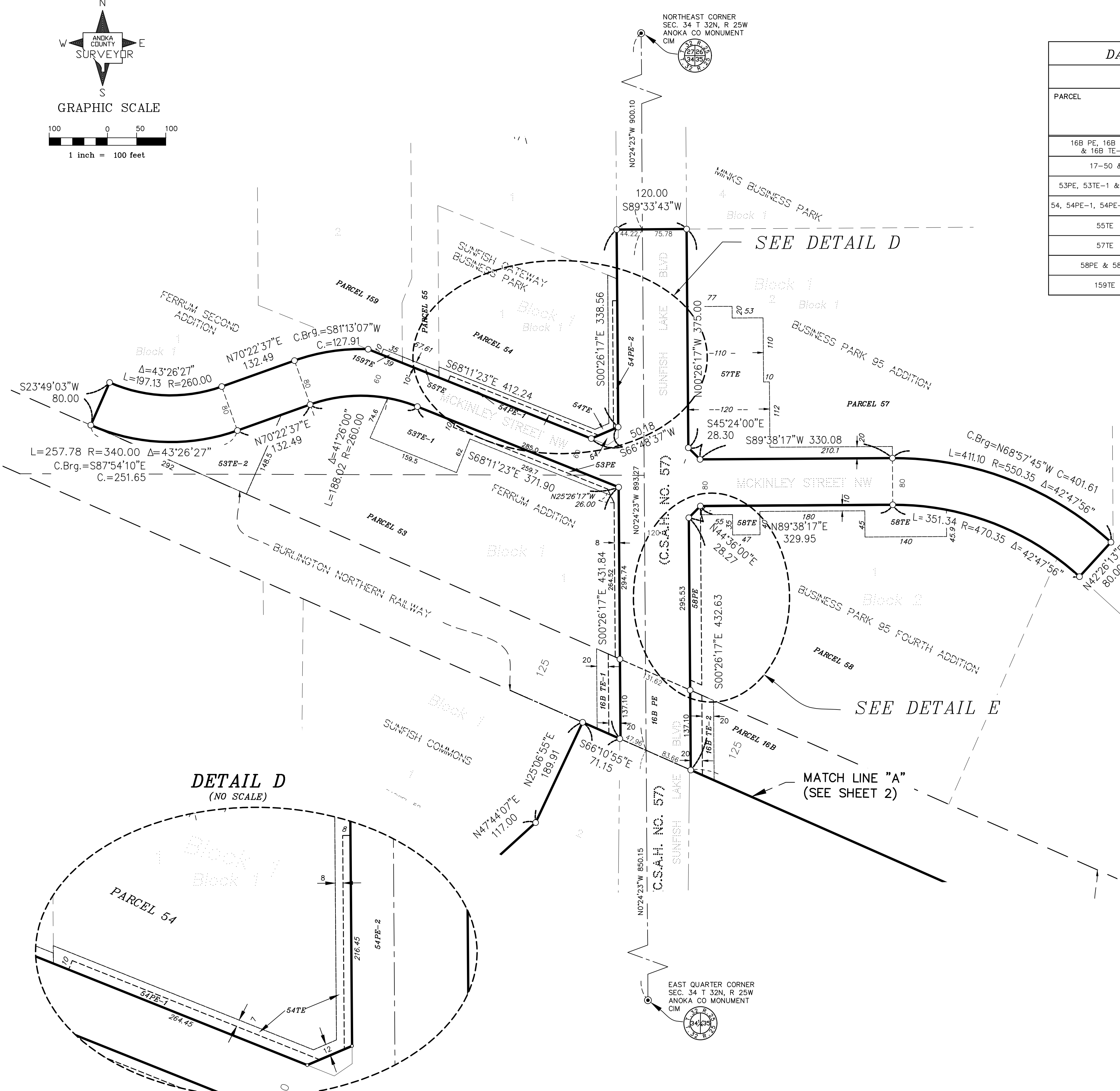
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ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 103

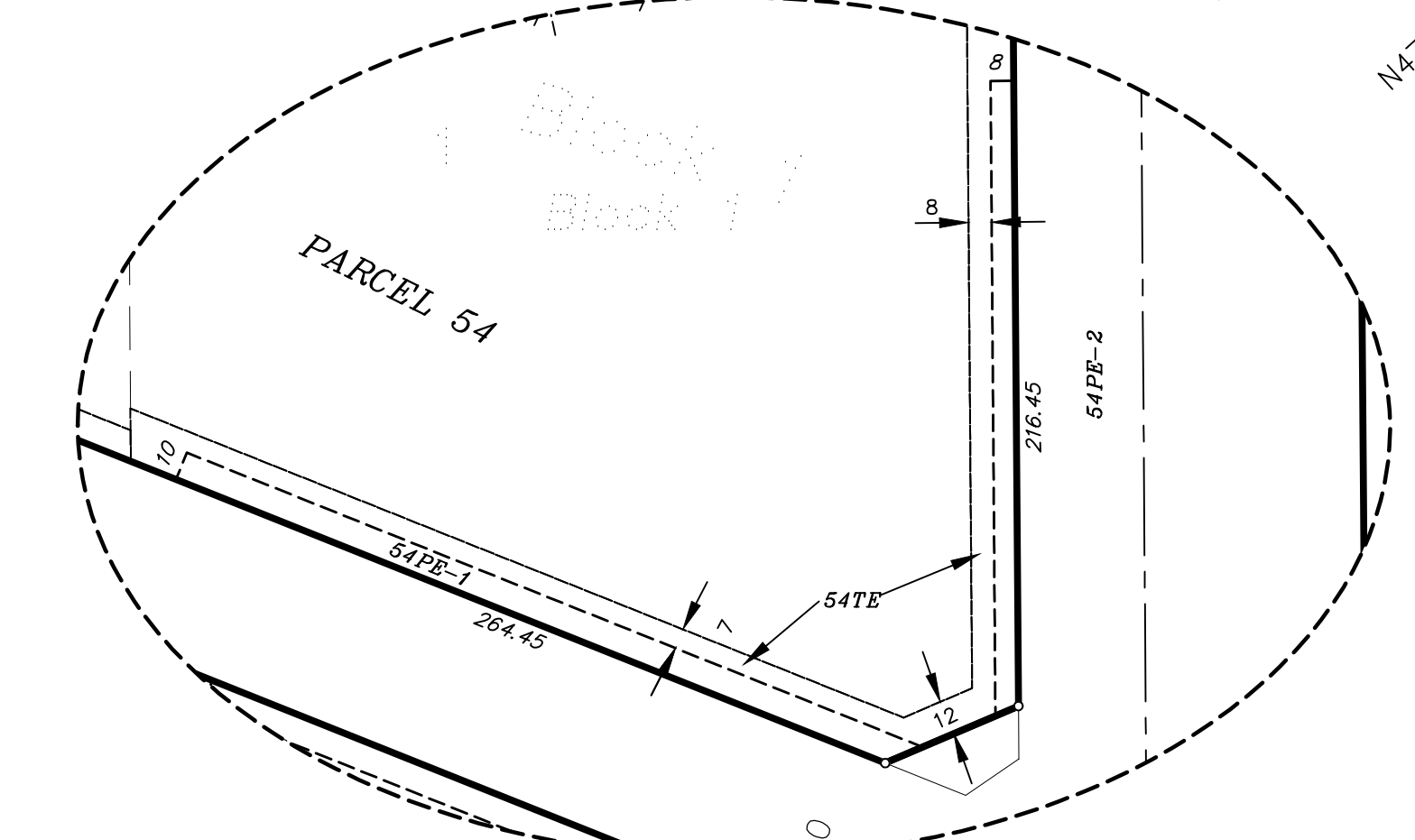
County Highway Project No. S.P. 002-657-003



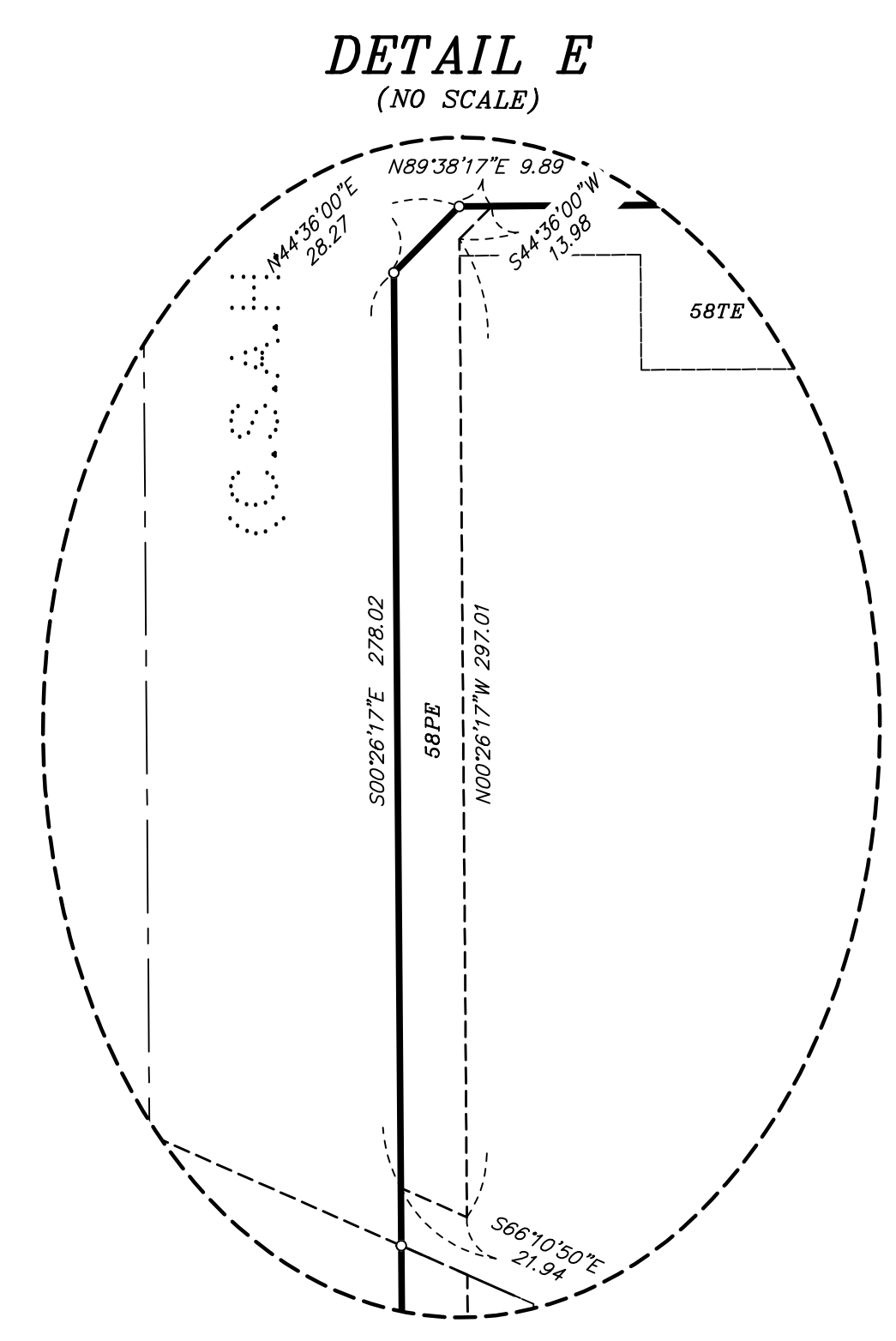
DATA CONTAINED WITHIN THIS BOX FOR INSTRUCTIVE AND INFORMAL PURPOSES ONLY											
RIGHT-OF-WAY IN SECTION 34 & 35 TOWNSHIP 32, RANGE 25											
PARCEL	OWNER	LOCATION: BY PARCEL IDENT. NUMBER (PIN)	DEED RECORD DOCUMENT NO. OR BOOK, PAGE	TORRENS CERTIFICATE NUMBER	ENTIRE TRACT ACRES / SQUARE FEET	EXISTING RIGHT OF WAY ACRES / SQUARE FEET	NEW HWY. RIGHT OF WAY ACRES / SQUARE FEET	PERMANENT EASEMENT ACRES / SQUARE FEET	TEMPORARY EASEMENT ACRES / SQUARE FEET	TEMPORARY EASEMENT EXPIRES DATE	BALANCE OF TRACT REMAINING ACRES / SQUARE FEET
16B PE, 16B TE-1 & 16B TE-2	BURLINGTON NORTHERN SANTA FE	353225310017	1999564.002		67.0100			0.5036	0.1259	12/1/2026	67.0100
17-50 & 52	NOT USED				2,918,956			21,936	5,484		2,918,956
53PE, 53TE-1 & 53TE-2	CCMG INVESTMENTS LLC	343225140019	2079980.001		3,9767			0.1242	0.6464	12/1/2026	3,9767
					173,227			5,410	28,156		173,227
54, 54PE-1, 54PE-2 & 54TE	S & A PARTNERS LLC	343225110030	1743584		2,0628		0.0161	0.1020	0.1129	12/1/2026	2,0467
					89,855		702	4,441	4,920		89,153
55TE	S & A PARTNERS LLC	343225110031	1743584		1,9369				0.0155	12/1/2026	1,9369
					84,370				676		84,370
57TE	WEIGLE PROPERTIES INC	353225220019		120992	7,0036				0.8798	12/1/2026	7,0036
					305,076				38,321		305,076
58PE & 58TE	MCKINLEY BUILDING LLC	353225230013		121377	5,3370			0.1354	0.2835	12/1/2026	5,3370
					232,481				5,899		232,481
159TE	S & A PARTNERS LLC	343225110032	1743584		2,3961				0.0085	12/1/2026	2,3961
					104,374				370		104,374



DETAIL D
(NO SCALE)



SEE DETAIL E



CONVENTIONAL	SYMBOLS
Section Line	---
Quarter Line	---
Quarter Quarter Line	---
Property Line	---
Plat Boundary Line	---
Existing R/W Line	---
R/W Parcel Number	1
Temporary Easement	---
Permanent Easement	---
Right-of-Way Monument	○
Judicial Land Monument	⊙
Found Iron Monument	●
Found Cast Iron Monument	⊙
Found Right of way Monument	● A-51

NOTE

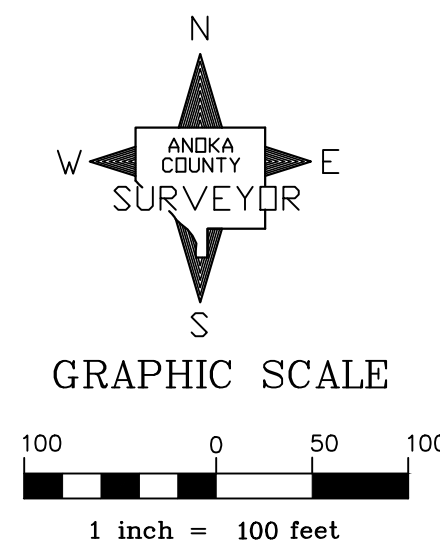
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ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 103

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

CONVENTIONAL SYMBOLS

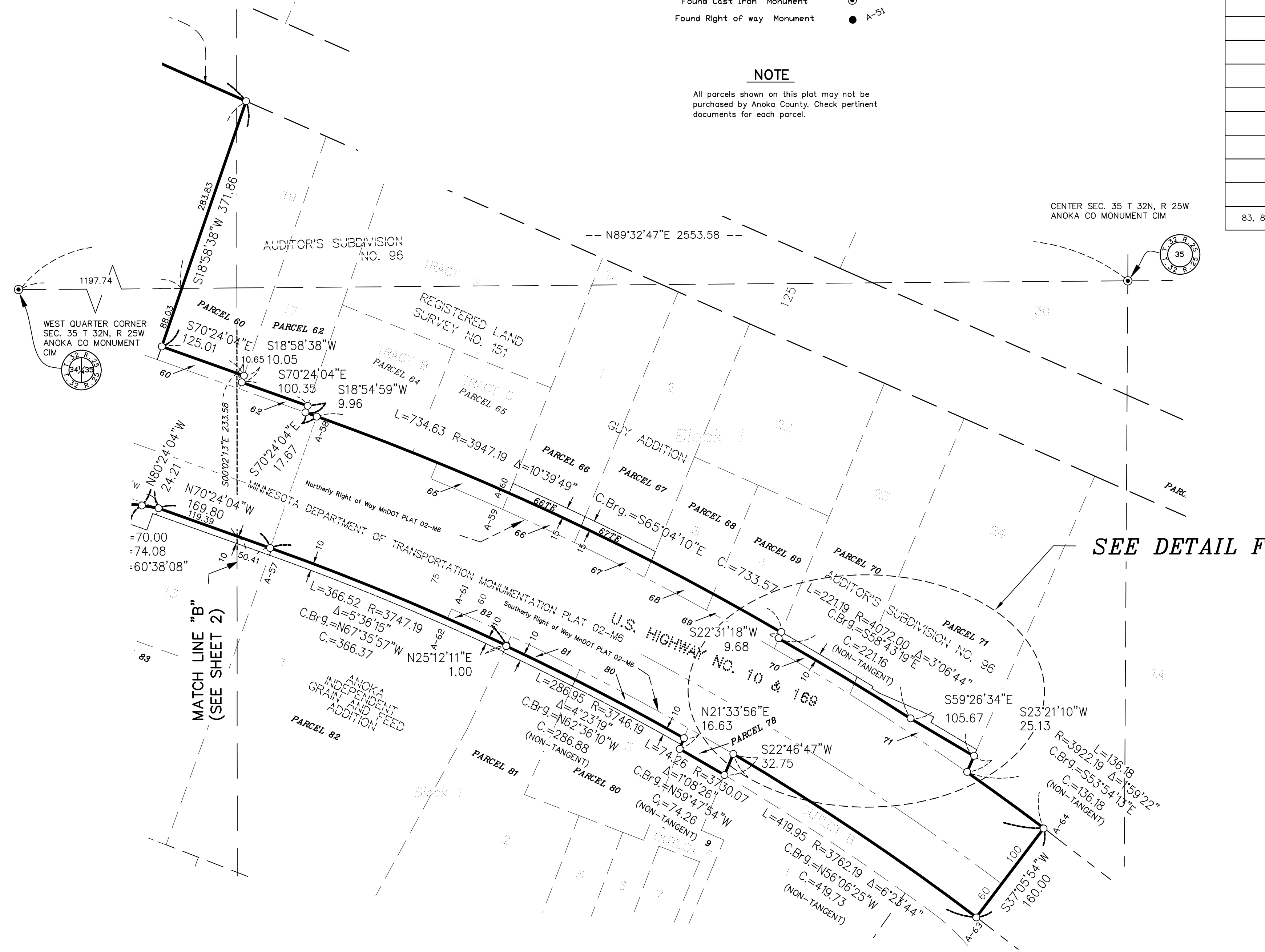
- Section Line -----
- Quarter Line -----
- Quarter Quarter Line } -----
- Property Line -----
- Plat Boundary Line -----
- Existing R/W Line -----
- R/W Parcel Number -----
- Temporary Easement ----- 2TE
- Permanent Easement ----- 2PE
- Right-of-Way Monument -----
- Judicial Land Monument (A)
- Found Iron Monument (●)
- Found Cast Iron Monument (○)
- Found Right of way Monument (● A-51)



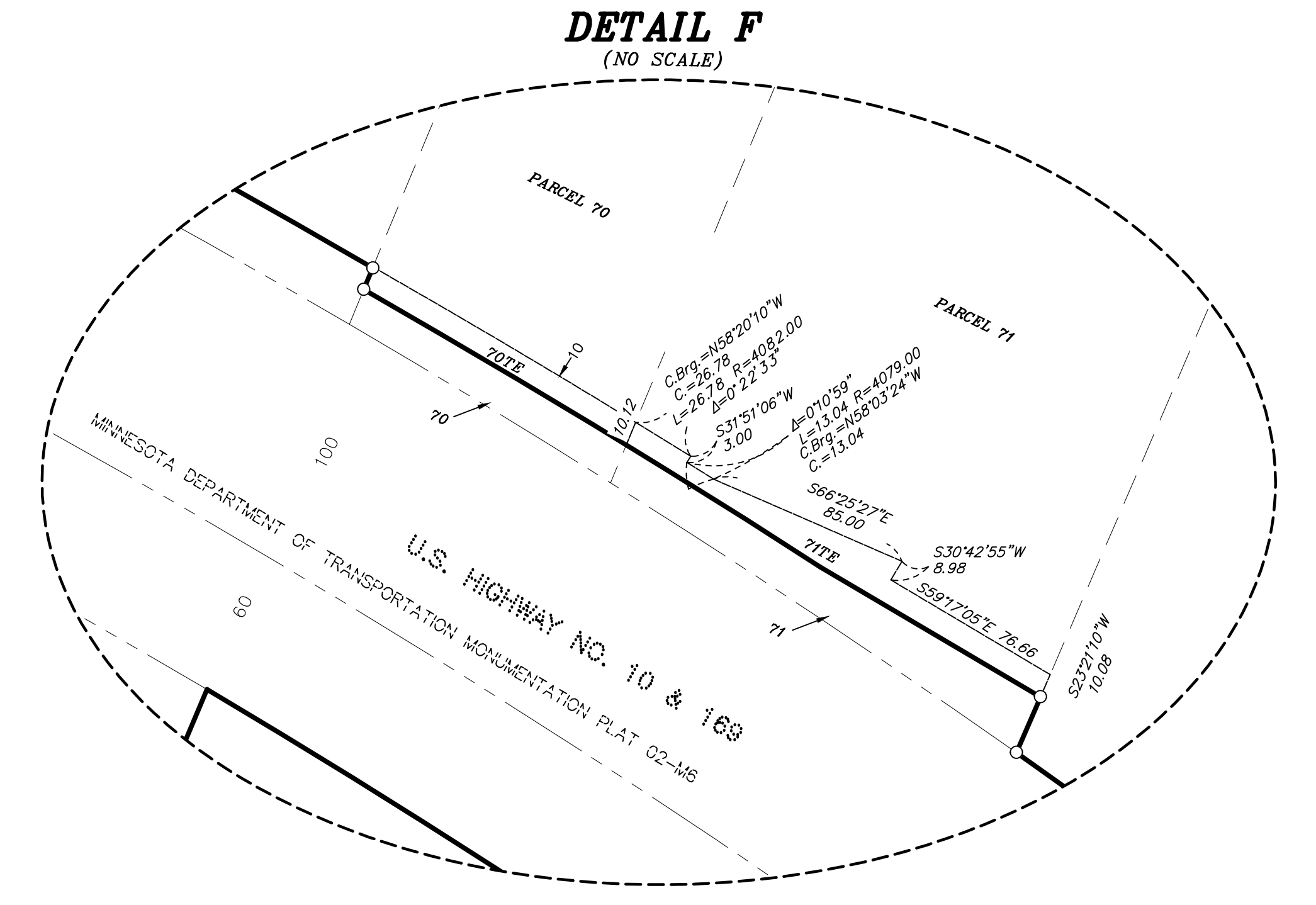
NOTE

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DATA CONTAINED WITHIN THIS BOX FOR INSTRUCTIVE AND INFORMAL PURPOSES ONLY											
RIGHT-OF-WAY IN SECTION 35 TOWNSHIP 32, RANGE 25											
PARCEL	OWNER	LOCATION: BY PARCEL IDENT. NUMBER (PIN)	DEED RECORD DOCUMENT NO. OR BOOK, PAGE	TORRENS CERTIFICATE NUMBER	ENTIRE TRACT ACRES / SQUARE FEET	EXISTING RIGHT OF WAY ACRES / SQUARE FEET	NEW HWY. RIGHT OF WAY ACRES / SQUARE FEET	PERMANENT EASEMENT ACRES / SQUARE FEET	TEMPORARY EASEMENT ACRES / SQUARE FEET	TEMPORARY EASEMENT EXPIRES DATE	BALANCE OF TRACT REMAINING ACRES / SQUARE FEET
60	CITY OF RAMSEY	35322530006		112261	1.1109	48,391	0.0574				1.0535
61, 63, 64,	NOT USED						2500				45,891
62	CITY OF RAMSEY	353225310007		104500	0.3952		0.0230				0.3722
65	CITY OF RAMSEY	353225310024		106264	17,216		1,004				16,212
66 & 66TE	6111 RAMSEY PROPERTIES LLC	353225310025	2154066.001		0.6168		0.0642				0.5526
67 & 67TE	6111 RAMSEY PROPERTIES LLC	353225310026	2154066.001		26,867		2,800				24,067
68	CITY OF RAMSEY	353225310027		108612	1.0304		0.0649		0.0391	12/1/2026	0.9654
69	CITY OF RAMSEY	353225310028		108612	44,884		2,829		1,705		42,055
70 & 70TE	13120 SUNSET TRAIL LLC	353225310037		133592	1.0040		0.0643		0.0387	12/1/2026	0.9397
71 & 71TE	13120 SUNSET TRAIL LLC	353225310012		141587	43,733		2,801		1,684		40,932
72-77, 79	NOT USED				0.4363		0.0576				0.3787
78	RIVER WALK VILLAGE HOMEOWNERS ASSOCIATION	353225310061	2273534.003		19,004		2,508				16,496
80 & 80TE	HWY 10 LLC	353225310031	1971903.004		0.5075		0.0642				0.4433
81 & 81TE	HWY 10 LLC	353225310030	1971903.004		22,107		2,796				19,311
82 & 82TE	LANO LIMITED LLC	353225310029	1333164		1.2034		0.0466		0.0290	12/1/2026	1.1567
83, 83TE-1, & 83TE-2	GLOBAL GLOVE & SAFETY MANUFACTURING	353225320061	2256818.002		52,419		2,031		1,262		50,388
					2,0544		0.0894		0.0514	12/1/2026	1.9650
					89,490		3,896		2,238		85,594
					0.056		0.056				0.000
					2,422		2,422				0
					0.7625		0.0648		0.0406	12/1/2026	0.6977
					33,216		2,823		1,770		30,393
					1.6425		0.0402		0.0253	12/1/2026	1.6023
					71,548		1,753		1,103		69,795
					3,5017		0.0321		0.0834	12/1/2026	3.4695
					152,532		1,400		3,635		151,132
					2,5624		0.0241		0.0921	12/1/2026	2.5382
					111,616		1,050		4,010		110,566



SEE DETAIL F



AGREEMENT AND RESTRICTIVE COVENANT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, between the City of Ramsey, a Minnesota municipal corporation, ("the City"), and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, ("the Council").

WHEREAS, the City has acquired fee title in the real property described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Council has contributed funds toward the acquisition of the City's interest in the real property pursuant to the Council's Loan Program and a Loan Agreement between the Council and the City as authorized by Minnesota Statutes section 473.167; and

WHEREAS, the Loan Program was established to provide for the acquisition of property within the right-of way of a state trunk highway shown on an official map when necessary to avoid imminent conversion of such property to a use which would jeopardize the property's availability for highway construction.

NOW, THEREFORE, in consideration of the loan made by the Council to the City and in consideration of the mutual agreements and covenants, the Council and City agree as follows:

1. No sale, lease, mortgage, or other conveyance, nor the creation of any easement, restriction or other encumbrance against the real property described in Exhibit A shall be valid for any purpose unless the written approval of the Council, or its successors, is duly filed and recorded at the time of the filing and recording of the instrument to which such approval pertains.
2. The real property described in Exhibit A shall not be used for any purpose except the construction of TH 10 from approximately Armstrong Boulevard to the Ramsey-Anoka City boundary and bounded to the north by the BNSF rail line unless the Council, or its successors, shall consent to such other use or uses by instrument in writing duly filed and recorded and designating the nature, extent and duration of the use for which such consent is given.

METROPOLITAN COUNCIL

By _____

Mary Bogie

Regional Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Mary Bogie, the Regional Administrator of the Metropolitan Council, a public corporation and political subdivision, on its behalf.

Notary Public

This instrument drafted by:

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303
Ssullivan@cityoframsey.com
763-433-9868

Exhibit A

Lot 17, Auditors Subdivision No. 96 except the westerly 125 feet thereof according to the map or plat thereof on file & of record in the office of the Reg. of Deeds Anoka County, and except that area described as Parcel 62, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

(Part of Anoka County Tax ID Number 35-32-25-31-0007 and all of 35-32-25-24-0001)

AGREEMENT AND RESTRICTIVE COVENANT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, between the City of Ramsey, a Minnesota municipal corporation, ("the City"), and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, ("the Council").

WHEREAS, the City has acquired fee title in the real property described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Council has contributed funds toward the acquisition of the City's interest in the real property pursuant to the Council's Loan Program and a Loan Agreement between the Council and the City as authorized by Minnesota Statutes section 473.167; and

WHEREAS, the Loan Program was established to provide for the acquisition of property within the right-of way of a state trunk highway shown on an official map when necessary to avoid imminent conversion of such property to a use which would jeopardize the property's availability for highway construction.

NOW, THEREFORE, in consideration of the loan made by the Council to the City and in consideration of the mutual agreements and covenants, the Council and City agree as follows:

1. No sale, lease, mortgage, or other conveyance, nor the creation of any easement, restriction or other encumbrance against the real property described in Exhibit A shall be valid for any purpose unless the written approval of the Council, or its successors, is duly filed and recorded at the time of the filing and recording of the instrument to which such approval pertains.
2. The real property described in Exhibit A shall not be used for any purpose except the construction of TH 10 from approximately Armstrong Boulevard to the Ramsey-Anoka City boundary and bounded to the north by the BNSF rail line unless the Council, or its successors, shall consent to such other use or uses by instrument in writing duly filed and recorded and designating the nature, extent and duration of the use for which such consent is given.

METROPOLITAN COUNCIL

By _____

Mary Bogie

Regional Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Mary Bogie, the Regional Administrator of the Metropolitan Council, a public corporation and political subdivision, on its behalf.

Notary Public

This instrument drafted by:

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303
Ssullivan@cityoframsey.com
763-433-9868

Exhibit A

That part of the West Half of the Southeast Quarter of Section 28, Township 32, Range 25, Anoka County, Minnesota, described as follows:

Commencing at the Southeast corner of said Section 28; thence on an assumed bearing of North 0 degrees 28 minutes 50 seconds West, along the East line of said Southeast Quarter of Section 28, a distance of 164.43 feet to monument A-85 on the Northerly right-of-way boundary line of Trunk Highway No. 10 as shown on Minnesota Department of Transportation Plat 02-M4, filed as Anoka County Recorder Document No. 541039; thence North 65 degrees 51 minutes 38 seconds West, along said Northerly right-of-way line, a distance of 806.12 feet to monument A-39 as shown on said plat; thence continue along said Northerly right-of-way line on a tangential curve concave to the Northeast, radius 22,673.76 feet, central angle 1 degree 42 minutes 24 seconds, a distance of 675.48 feet to monument A-37 as shown on said plat; thence North 64 degrees 09 minutes 14 seconds West, along said Northerly right-of-way line, a distance of 430.18 feet to the point of beginning of the land to be described; thence continue North 64 degrees 09 minutes 14 seconds West, along said Northerly right-of-way line, a distance of 538.00 feet to a point distant 985.00 feet Northwesterly, as measured along said Northerly right-of-way line, from its intersection with the East line of said West Half of the Southeast Quarter; thence North 4 degrees 33 minutes 33 seconds West a distance of 269.97 feet to the Southerly right-of-way line of the Burlington Northern Railroad; thence South 66 degrees 42 minutes 01 seconds East along said Southerly right-of-way line, a distance of 630.93 feet to the intersection with a line bearing North 16 degrees 12 minutes 07 seconds East from the point of beginning; thence South 16 degrees 12 minutes 07 seconds West a distance of 264.61 feet to the point of beginning.

Subject to a perpetual permanent easement for vehicular access related to Burlington Northern Santa Fe (BNSF) railway maintenance, and all such purposes ancillary, incident or related thereto, over, under, across, and upon that real property legally described as: Parcel 7PE, Anoka County Highway Right-of-Way Plat No. 102, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

(Part of Anoka County Tax ID Number 28-32-25-43-0002)

AGREEMENT AND RESTRICTIVE COVENANT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, between the City of Ramsey, a Minnesota municipal corporation, ("the City"), and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, ("the Council").

WHEREAS, the City has acquired fee title in the real property described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Council has contributed funds toward the acquisition of the City's interest in the real property pursuant to the Council's Loan Program and a Loan Agreement between the Council and the City as authorized by Minnesota Statutes section 473.167; and

WHEREAS, the Loan Program was established to provide for the acquisition of property within the right-of way of a state trunk highway shown on an official map when necessary to avoid imminent conversion of such property to a use which would jeopardize the property's availability for highway construction.

NOW, THEREFORE, in consideration of the loan made by the Council to the City and in consideration of the mutual agreements and covenants, the Council and City agree as follows:

1. No sale, lease, mortgage, or other conveyance, nor the creation of any easement, restriction or other encumbrance against the real property described in Exhibit A shall be valid for any purpose unless the written approval of the Council, or its successors, is duly filed and recorded at the time of the filing and recording of the instrument to which such approval pertains.
2. The real property described in Exhibit A shall not be used for any purpose except the construction of TH 10 from approximately Armstrong Boulevard to the Ramsey-Anoka City boundary and bounded to the north by the BNSF rail line unless the Council, or its successors, shall consent to such other use or uses by instrument in writing duly filed and recorded and designating the nature, extent and duration of the use for which such consent is given.

This Agreement and Restrictive Covenant may be enforced by the Council, its successors, or by any citizen residing within the metropolitan area as defined by appropriate action in the courts of the State of Minnesota.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their respective names all as of the above date.

CITY OF RAMSEY

By _____

Mark E. Kuzma, Mayor

CITY OF RAMSEY

By _____

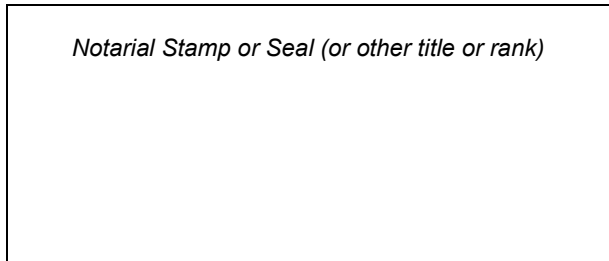
Brian Hagen, City Administrator

STATE OF MINNESOTA)

) ss.

COUNTY OF ANOKA)

The foregoing was acknowledged before me this _____ day of January, 2023, by Mark E. Kuzma and Brian Hagen, the Mayor and City Administrator of the City of Ramsey, a municipal corporation under the laws of Minnesota, on behalf of the City of Ramsey.



Signature of person taking acknowledgment

METROPOLITAN COUNCIL

By _____

Mary Bogie

Regional Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Mary Bogie, the Regional Administrator of the Metropolitan Council, a public corporation and political subdivision, on its behalf.

Notary Public

This instrument drafted by:

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303
Ssullivan@cityoframsey.com
763-433-9868

Exhibit A

That part of the Northwest Quarter, Section 35, Township 32, Range 25 described as follows: Beginning at a point on the south line of said Northwest Quarter distant 1195 feet east from the southwest corner of said Northwest Quarter; thence on an assumed bearing of North 89 degrees 01 minutes 41 seconds East along said south line, a distance of 133.38 feet; thence North 19 degrees 27 minutes 07 seconds East a distance of 229.38 feet to the intersection with the Southwesterly right-of-way line of Burlington Northern, Inc. (formerly Saint Paul & Pacific Railroad Company); thence North 66 degrees 40 minutes 46 seconds West, along said right-of-way line, a distance of 125.28 feet to the intersection with a line bearing North 19 degrees 27 minutes 07 seconds East from the point of beginning; thence South 19 degrees 27 minutes 07 seconds West a distance of 284.38 feet to the point of beginning. (Said tract is also known as the westerly 125 feet of Lot 19, Auditor's Subdivision No. 96.)

AND

That part of Government Lot 1 and of the Northeast Quarter of the Southwest Quarter, Section 35, Township 32, Range 25, described as follows: Beginning at a point on the north line of said Government Lot 1 distant 1195.00 feet east from the northwest corner of said Southwest Quarter of Section 35; thence on an assumed bearing of North 89 degrees 01 minute 41 seconds East, along said north line and along the north line of said Northeast Quarter of the Southwest Quarter, a distance of 133.38 feet; thence South 17 degrees 59 minutes 01 second West a distance of 152.90 feet to the intersection with the northerly right-of-way boundary line of Trunk Highway No. 10, as shown on MINNESOTA DEPARTMENT OF TRANSPORTATION MONUMENTATION PLAT 02-M6, filed as Anoka County Recorder Document No. 541043; thence North 70 degrees 54 minutes 47 seconds West, along said right-way-line, a distance of 128.92 feet to the intersection with a line bearing South 19 degrees 27 minutes 07 seconds West from the point of beginning; thence North 19 degrees 27 minutes 07 seconds East a distance of 107.12 feet to the point of beginning. (Said tract is also known as part of Lot 17, Auditor's SUBDIVISION No. 96.) The easterly, westerly and southerly boundary lines of said tract are marked by judicial landmarks set pursuant to Torrens Case No. C5-91-5329.

Except that area described as Parcel 60, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

(Part of Anoka County Tax ID Number 35-32-25-23-0006)

AGREEMENT AND RESTRICTIVE COVENANT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, between the City of Ramsey, a Minnesota municipal corporation, ("the City"), and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, ("the Council").

WHEREAS, the City has acquired fee title in the real property described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Council has contributed funds toward the acquisition of the City's interest in the real property pursuant to the Council's Loan Program and a Loan Agreement between the Council and the City as authorized by Minnesota Statutes section 473.167; and

WHEREAS, the Loan Program was established to provide for the acquisition of property within the right-of way of a state trunk highway shown on an official map when necessary to avoid imminent conversion of such property to a use which would jeopardize the property's availability for highway construction.

NOW, THEREFORE, in consideration of the loan made by the Council to the City and in consideration of the mutual agreements and covenants, the Council and City agree as follows:

1. No sale, lease, mortgage, or other conveyance, nor the creation of any easement, restriction or other encumbrance against the real property described in Exhibit A shall be valid for any purpose unless the written approval of the Council, or its successors, is duly filed and recorded at the time of the filing and recording of the instrument to which such approval pertains.
2. The real property described in Exhibit A shall not be used for any purpose except the construction of TH 10 from approximately Armstrong Boulevard to the Ramsey-Anoka City boundary and bounded to the north by the BNSF rail line unless the Council, or its successors, shall consent to such other use or uses by instrument in writing duly filed and recorded and designating the nature, extent and duration of the use for which such consent is given.

This Agreement and Restrictive Covenant may be enforced by the Council, its successors, or by any citizen residing within the metropolitan area as defined by appropriate action in the courts of the State of Minnesota.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their respective names all as of the above date.

CITY OF RAMSEY

By _____

Mark E. Kuzma, Mayor

CITY OF RAMSEY

By _____

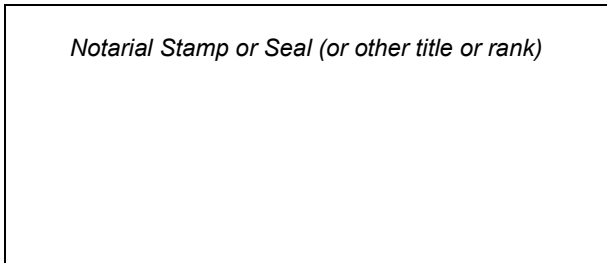
Brian Hagen, City Administrator

STATE OF MINNESOTA)

) ss.

COUNTY OF ANOKA)

The foregoing was acknowledged before me this _____ day of January, 2023, by Mark E. Kuzma and Brian Hagen, the Mayor and City Administrator of the City of Ramsey, a municipal corporation under the laws of Minnesota, on behalf of the City of Ramsey.



Signature of person taking acknowledgment

METROPOLITAN COUNCIL

By _____

Mary Bogie

Regional Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Mary Bogie, the Regional Administrator of the Metropolitan Council, a public corporation and political subdivision, on its behalf.

Notary Public

This instrument drafted by:

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303
Ssullivan@cityoframsey.com
763-433-9868

Exhibit A

Tract C, Registered Land Survey No. 151, except that area described as Parcel 65, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles.

(Part of Anoka County Tax ID Number 35-32-25-31-0024)

AGREEMENT AND RESTRICTIVE COVENANT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, between the City of Ramsey, a Minnesota municipal corporation, ("the City"), and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, ("the Council").

WHEREAS, the City has acquired fee title in the real property described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Council has contributed funds toward the acquisition of the City's interest in the real property pursuant to the Council's Loan Program and a Loan Agreement between the Council and the City as authorized by Minnesota Statutes section 473.167; and

WHEREAS, the Loan Program was established to provide for the acquisition of property within the right-of way of a state trunk highway shown on an official map when necessary to avoid imminent conversion of such property to a use which would jeopardize the property's availability for highway construction.

NOW, THEREFORE, in consideration of the loan made by the Council to the City and in consideration of the mutual agreements and covenants, the Council and City agree as follows:

1. No sale, lease, mortgage, or other conveyance, nor the creation of any easement, restriction or other encumbrance against the real property described in Exhibit A shall be valid for any purpose unless the written approval of the Council, or its successors, is duly filed and recorded at the time of the filing and recording of the instrument to which such approval pertains.
2. The real property described in Exhibit A shall not be used for any purpose except the construction of TH 10 from approximately Armstrong Boulevard to the Ramsey-Anoka City boundary and bounded to the north by the BNSF rail line unless the Council, or its successors, shall consent to such other use or uses by instrument in writing duly filed and recorded and designating the nature, extent and duration of the use for which such consent is given.

METROPOLITAN COUNCIL

By _____

Mary Bogie

Regional Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Mary Bogie, the Regional Administrator of the Metropolitan Council, a public corporation and political subdivision, on its behalf.

Notary Public

This instrument drafted by:

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303
Ssullivan@cityoframsey.com
763-433-9868

Exhibit A

Lots 3 and 4, Block 1, Guy Addition, except those areas described as Parcels 68 and 69, Anoka County Highway Right-of-Way Plat No. 103, according to the map or plat thereof on file and of record in the office of the Anoka County Recorder and Registrar of Titles

(Part of Anoka County Tax ID Parcels 35-32-25-31-0027 and 35-32-25-31-0028)

Business Item

Transportation Committee



Committee Meeting Date: January 23, 2023

For the Metropolitan Council: January 25, 2023

Business Item: 2023-11 SW

Right-of-Way Acquisition Loan partial repayments from City of Ramsey for Parcels along US Highway 10.

District(s), Member(s): District 9, Zeran
Policy/Legal Reference: Minn. Stat. § 473.167, Subd. 2
Staff Prepared/Presented: Tony Fischer, Transportation Planner (651-602-1703)
Amy Vennewitz, Deputy Director Transportation Planning (651-602-1058)
Division/Department: MTS

Proposed Action

That the Metropolitan Council accept five proportional repayments of Right-of-Way Acquisition Loan Numbers (RALF Loans) L0801, L0705, L0404, L0503 and L0602 in the City of Ramsey and releases related Council claim on the portions of the property that the payments are intended to cover.

Background

Minn. Stat. Section 473.167, Subd 2 established the Right-of-Way Acquisition Loan Fund (RALF) program to allow the Council to make loans to cities to purchase right-of-way needed for future highway use in advance of the land being developed or redeveloped, with the goal of avoiding more costly acquisitions.

Between the fall of 2023 and spring of 2026, Anoka County will lead the construction of the City of Ramsey's Highway 10 Gateway Project (Figure 1). This project includes two, grade-separated interchanges at Ramsey Boulevard and Sunfish Lake Boulevard that will replace existing signalized intersections. The at-grade BNSF railway crossings on Ramsey Boulevard and Sunfish Lake Boulevard will also be grade-separated.

Figure 1: City of Ramsey's Highway 10 Gateway Project

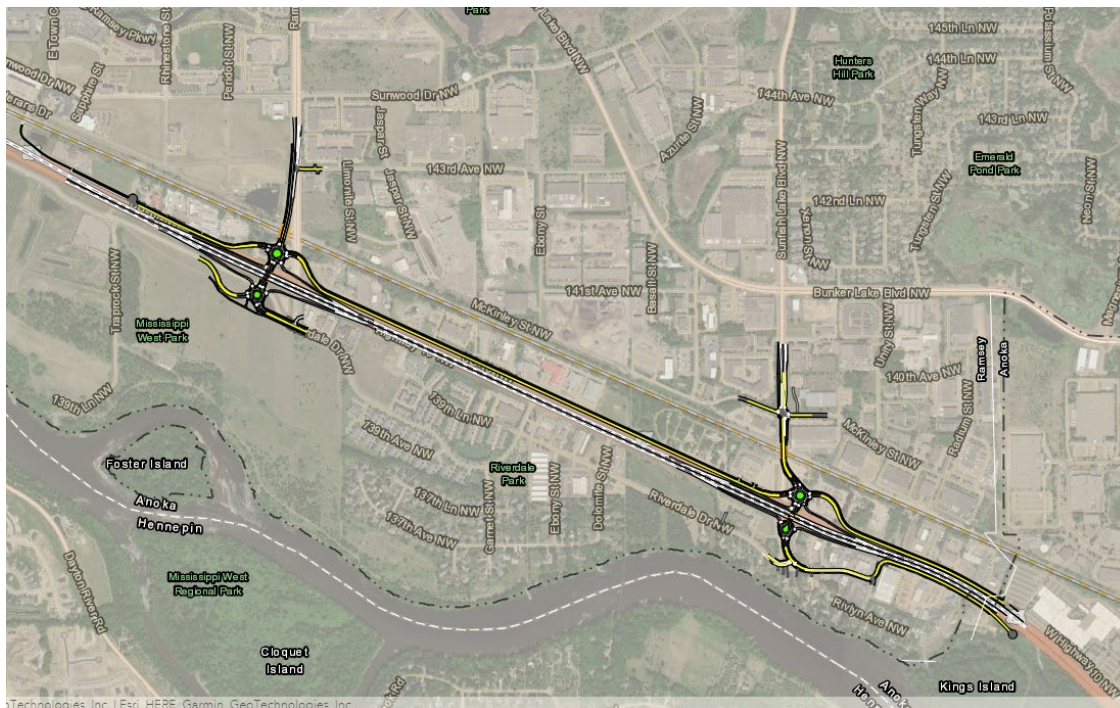


Table 1 identifies the five RALF loans that are proposed to be partially repaid at this time. Parcels purchased with these RALF Loans are partially needed for the upcoming Highway 10 improvements in the City of Ramsey. Proposed repayments are in proportion to the part of the parcel needed for the highway improvements. Partial repayment requires Council action due to only the part being repaid being used for the intended highway improvements.

The Council's loan agreement requires a recipient of a RALF loan to place a restrictive covenant on the land that protects the future highway interest from any encumbrances. In reviewing the file, the Council discovered that no restrictive covenant had been placed on the properties associated with the RALF loans granted to the City of Ramsey. To bring the transaction back into compliance with the RALF loan program and upon receipt of the expected partial payments, the Council shall require that the City of Ramsey file restrictive covenants per our loan agreements excluding the portions of property identified as being used for road or highway purposes, reserving further action until the disposal of the remainder parcels are concluded by the City.

Table 1: Proposed Partial RALF Loan Repayments

RALF Loan	Loan Value	Proposed Repayment	Property Purchase %	Repayment %
L0801*	\$1,260,686.00	\$56,852.18	4.5	4.5
L0705	\$551,934.00	\$28,796.96	5.2	5.2
L0404	\$372,647.00	\$22,023.12	5.9	5.9
L0503	\$263,334.00	\$27,749.00	10.5	10.5
L0602	\$384,868.00	\$100,940.01	13.1	13.1
<i>sum</i>	\$2,833,469.00	\$236,361.27		

*None of the parcel purchased with L0801 is being purchased for the highway improvement but a railroad easement is necessary that will cover 4.5% of the parcel. Due to the intrusive nature of this easement, repayment at 100% of the proportional value is appropriate.

Rationale

Part of parcels purchased with five RALF loans are needed for US 10 highway improvements in the City of Ramsey. This should necessitate a Council action to partially release restrictive covenants since not all the property will be used as described in the restrictive covenants, for the highway improvements. In this case the restrictive covenants were not filed, and staff is requesting approval of the transaction.

Thrive Lens Analysis

This action most directly affects and supports the Thrive outcome of Stewardship by supporting the economic acquisition of right-of-way for highway improvements.

Funding

This transaction includes five partial loan repayments. The RALF fund cash balance is and loan repayments are anticipated to exceed fund outlays for the foreseeable future. All loans in this program are interest free as designated in Minn. Stat. § 473.167, subd. 2.

Small Business Inclusion

Information in this section must be completed by the Office of Equal Opportunity.



February 4, 2022

Kurt Ulrich, City Administrator
City of Ramsey
7550 Sunwood Dr. NW
Ramsey, MN 55303-5137

Dear Mr. Ulrich:

In connection with the annual audit of our records, our auditors from the Office of the State Auditor, 525 Park Street, Suite 400, St. Paul, MN 55103, request confirmation of the outstanding balance on December 31, 2021 of the following Metropolitan Right-of-Way Acquisition Loans:

<u>Loan Agreement Number</u>	<u>Description</u>	<u>Loan Balance December 31, 2021</u>
L-04-4	Miller 6159 Hiway 10	\$ 372,647.00
L-04-5	Deal 66xx Hiway 10	\$ 1,040,862.00
L-05-2	Hamilton 6615 Hiway 10	\$ 1,165,249.00
L-05-5	Premier 6131 Hiway 10	\$ 263,334.00
L-05-6	NAU Property	\$ 1,828,129.00
L-06-02	Nissen 9101 Hiway 10	\$ 384,868.00
L-06-03	Olson EZ Tractor Sales	\$ 468,015.00
L-06-09	Nedegaard Anchors Away	\$ 1,762,491.00
L-07-05	Halosek, 6201 Hiway 10	\$ 551,934.00
L-08-01	Hills, 7743 Hiway 10	\$ 1,260,686.00
L-08-10	77xx Hiway 10, DuBois	\$ 406,921.00
L-09-02	7550 Sunwood, Wilson	\$ 1,011,533.00
L-09-04	7157 Hiway 10, Holiday	\$ 935,246.00
L-09-05	7517 Hiway 10, Pro Sport	\$ 779,472.00
L-11-01	Todd Bialon/EZ Auto Parcel	\$ 653,728.00
L-17-02	6401 US Hwy 10, Sunfish Lake	\$ 697,383.64

For the purpose of verifying your account, please sign the statement below and return via email to Stephanie Kuka (stephanie.kuka@osa.state.mn.us) by February 18, 2022. If there are any questions, please call Stephanie Kuka at (651)-296-6291. We appreciate your cooperation in this matter.

Sincerely,

Marie Henderson

Marie Henderson
Deputy Chief Financial Officer

* * * * *

_____ According to my records, the information above is correct

_____ According to my records, the following changes to the information above are required:

Signature

Date

Phone Number

Meeting Date: 01/10/2023

By: Todd Larson, Community Development

Information

Title

Adopt Resolution #23-020 Approving a Right-of-way Permit for an Ice Rink North of 157th Avenue NW on Krypton Street NW

Purpose/Background:

Mr. Eric Mjolhus constructed an ice rink to the west of his home at 5649 157th Avenue NW within the paved portion of Krypton Street NW. Krypton Street is a stub street extending north from 157th Avenue. It is intended to connect with 157th Lane to the north in the future when two adjacent properties subdivide (one of these properties is where the pending plat of Gile Addition is located). There are no driveways off of this portion of Krypton Street.

The rink that was constructed contains side boards and light poles. Mr. Mjolhus stated that he constructed the rink with the verbal permission of the former (retired) Public Works Superintendent. Current staff is unaware of how the rink was proposed--with the boards or just simply flooding the roadway. The parameters of the "approval" were not written down nor was anything brought to the Council for official approval. Staff is proposing the approval for this rink follow the same procedures as a Right-of-Way permit. These permits are typically handled administratively as they are often related to underground private utility work or driveway/culvert installations. As the presence of this private rink restricts public use of the stub street for purposes other than skating, and restricts the ability to access or locate underlying utilities, it was determined that this permit approval should be brought forward to the Council for formal approval.

As with right-of-way permits, liability insurance and a hold-harmless agreement are required. Mr. Mjolhus has provided an umbrella policy extending from his homeowner's insurance to protect the City from liability of an injury or damage to the roadway. He has also provided a signed copy of a license agreement (hold-harmless agreement) drafted by the City Attorney. There is also a \$115.00 fee for this permit. The approval granted would be on an annual basis. In the future, if the rink is well-supported and no substantial issues arise, Mr. Mjolhus can request approval--recommended each fall--to construct the rink for the upcoming season.

Notification:

None required.

Observations/Alternatives:

Alternatives to consider:

1. Approve the right-of-way permit for the 2022-2023 winter season as recommended by staff.
2. Deny the right-of-way permit and order removal of the materials.

Funding Source:

The right-of-way permit fee is \$115.00.

Recommendation:

Staff recommends approving the right-of-way permit for the 2022-2023 winter season.

Action:

Motion to adopt Resolution #23-020 approving a right-of-way permit for an ice rink north of 157th Ave. NW on Krypton St. NW.

Attachments

Location Map

ACTION - Resolution #23-020

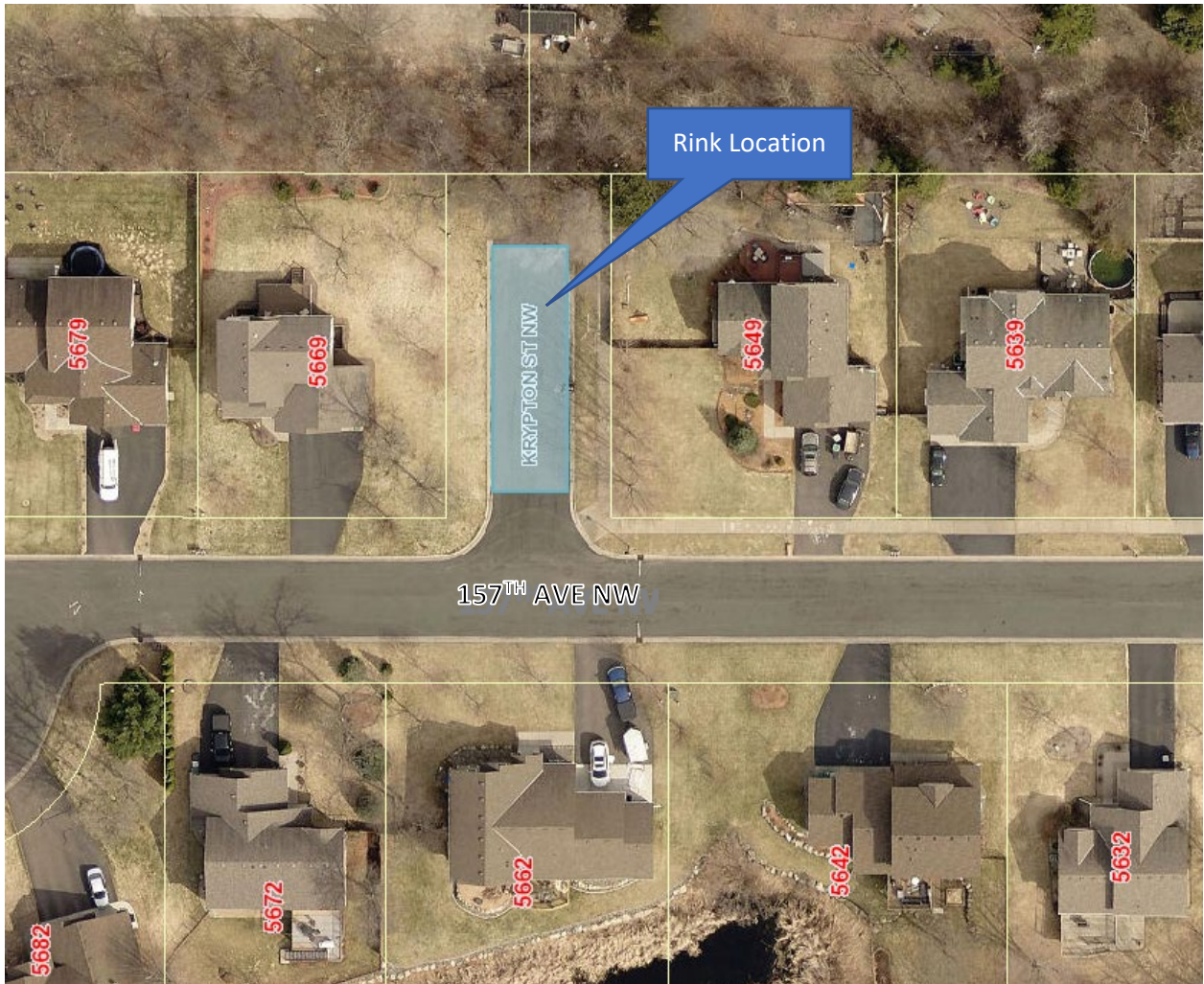
Insurance

Right-of-Way License Agreement

Photos

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	01/05/2023 08:36 AM
Brian Hagen	Brian Hagen	01/05/2023 11:50 AM
Form Started By: Todd Larson		Started On: 01/03/2023 01:28 PM
Final Approval Date: 01/05/2023		



Rink Location

KRYPTON ST NW

157TH AVE NW

5679

5669

5649

5639

5682

5672

5662

5642

5632

2020 Aerial Photo Courtesy of Anoka County Parcel Viewer

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

RESOLUTION #23-020

**RESOLUTION APPROVING A RIGHT-OF-WAY PERMIT FOR AN ICE RINK
NORTH OF 157TH AVENUE NORTHWEST ON KRYPTON STREET NORTHWEST**

RECITALS

1. Ms. Jacqueline Mjolhus and Mr. Eric Mjolhus are owners (“Owners”) of property generally known as 5649 157th Avenue NW and legally described as follows:

Lot 7, Block 1, Wildlife Sanctuary Second Addition, Anoka County, Minnesota
2. That Krypton Street Northwest, a platted, publicly dedicated, and constructed roadway is adjacent to the Owners’ property.
3. That the Owners have constructed an ice rink on top of the paved portion of Krypton Street Northwest, including side boards, a plastic liner, and lighting.

FINDINGS OF FACT

1. That Krypton Street Northwest is intended to be extended northward in the future as the two properties to the north develop.
2. That there are no driveways accessing this portion of Krypton Street NW at this time.
3. That City Code Chapter 50 Sections 26 and 27 authorize occupancy and use of public rights-of-way upon paying a fee and applying for a permit.
4. That the Owners have provided an umbrella insurance policy assuming liability for the rink and potential injuries of users.
5. That the Owners have submitted a signed Right-of-Way License Agreement understanding the use of the public right-of-way is for the benefit of the public and that the use of the rink may be removed at any time if it is in the public need to do so.

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

That the Ramsey City Council hereby grants approval of a right-of-way permit (“Permit”) to construct, maintain, and use an ice rink upon the following conditions:

CONDITIONS

1. That this Permit is valid until April 1, 2023, at which time all elements of the ice rink must be removed from Krypton Street.
2. That the ice rink is open and accessible to anyone wishing to use it.
3. That the Owners will maintain insurance across the rink during the duration that it is in place.
4. That the Owners will apply annually for a new permit and provide current insurance and sign a right-of-way license agreement before the rink is constructed.
5. That if the Owners fail to adhere to any of the above conditions, the City of Ramsey will invoice the Owners for any costs associated with removal of the rink.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, that the Mayor and City Clerk may sign the Right-of-Way License Agreement.

The motion for the adoption of the foregoing resolution was duly seconded by Council Member _____, 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 10th day of January, 2023.

Mayor

ATTEST:

City Clerk



Allstate[®]

You're in good hands.

Sniezek Group Agency
9630 Colorado Lane N
Brooklyn Park MN 55445
www.allstate.com/GregSniezek

To Whom It May Concern,

I'm confirming that the Allstate home insurance policy for Eric Mjolhus, policy number 922527023 includes \$300,000 in liability coverage that would extend liability coverage for his ice rink on the city street. He also has the Allstate umbrella policy number 811389971 which includes an additional \$1,000,000 in liability coverage which would also extend coverage for any issues that would arise for the rink such as an injury to a child in neighborhood or a car crashing into the rink while driving down the road. The liability on the home and umbrella policies would extend a total of \$1,300,000 in liability coverage for any incidents related to the ice rink.

Thank you,

Matt Gamm

Allstate Insurance – Sniezek Group Agency

Ph: (763) 205-5322

Fax: (763) 205-5332

MattGamm@Allstate.com

Personal Umbrella Policy Declarations

Your policy effective date is December 29, 2022



Total Premium for the Premium Period (Your bill will be mailed separately)

Excess Liability \$219.16

Total \$219.16

Your bill will be mailed separately. Before making a payment, please refer to your latest bill, which includes payment options and installment fee information. If you do not pay in full, you will be charged an installment fee(s).

Your policy premium has been developed using the following information:

- 2 Vehicles
- Supporting Allstate Home and/or Auto Policy(ies)
- 2 Operators in the household

Your Policy is a legal contract between you and Allstate Indemnity Company.

Read Your Policy Carefully

Discount (included in your total premium)

Multiple Policy Discount -
Auto and Property **33%**

Operators in the household*

Jacqueline Mjolhus
Eric Mjolhus

**The operators named are currently listed on your auto policy. If there are any other operators in your household or if any of the operators named have left your household, please contact your agent or producer of record to have your policy updated.*

Policy Coverages and Limits of Liability

Coverages	Limits of Liability
Excess Liability - Bodily Injury and Property Damage Annual Aggregate Limit	\$1,000,000 each occurrence \$2,000,000 during the current policy period
Excess Liability - Personal Injury Annual Aggregate Limit	\$500,000 each occurrence \$1,000,000 during the current policy period
Additional Dwelling Rented To Others	Not purchased*

*** This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.**

Information as of December 28, 2022

Summary

Named Insured(s)
Jacqueline Mjolhus, Eric J Mjolhus

Mailing address
**5649 157th Ave NW
Ramsey MN 55303-4044**

Policy number
811 389 971

Your policy provided by
Allstate Indemnity Company

Policy period
Begins on **December 29, 2022** at 12:01
A.M. standard time, with no fixed date of
expiration

Premium period
Beginning **December 29, 2022** through
December 29, 2023 at 12:01 A.M.
standard time

Your Allstate agency is
Sniezek Group Agcy
9630 Colorado Ln N
Brooklyn Park MN 55445-2384
(763) 205-5322
SniezekAgency@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.



Required Underlying Insurance Limits

You must maintain the Required Underlying Insurance, at or above the limits as shown below at all times for each liability exposure any insured person has. Please refer to the "Required Underlying Insurance" provision of the policy.

Coverage	Required Underlying Limit
Personal Liability - Bodily Injury and Property Damage Liability	Combined Single Limit
1. Homeowners, Condominium, Renters, Mobilehome, Manufactured Home or other Personal Liability Policy	\$300,000 per occurrence
2. Incidental Office, Private School or Studio	
One, Two, Three or Four Family Residential Rental Property - Bodily Injury and Property Damage Liability	\$300,000 per occurrence
Automobiles and Motor Homes	Bodily Injury \$250,000 each person \$500,000 each occurrence Property Damage \$100,000 each occurrence or Combined Single Limit \$500,000 per occurrence
Motorcycles, Motor Scooters, Mopeds and Recreational Vehicles	Bodily Injury \$100,000 each person including Passenger Liability when available \$300,000 each occurrence Property Damage \$100,000 each occurrence or Combined Single Limit \$300,000 per occurrence Guest Passenger Liability \$100,000 each person (when available as a separate limit) \$300,000 each occurrence or Combined Single Limit \$300,000 per occurrence
Personal Watercraft such as jet skis and wet bikes	Bodily Injury \$100,000 each person \$300,000 each occurrence Property Damage \$100,000 each occurrence or Combined Single Limit \$100,000 per occurrence
Watercraft Liability Craft under 26 feet and up to 50 horsepower (U.S. horsepower)	Bodily Injury \$100,000 each person \$300,000 each occurrence Property Damage \$100,000 each occurrence or Combined Single Limit \$100,000 per occurrence
Watercraft Liability Craft 26 feet and over or greater than 50 horsepower (U.S. horsepower)	Bodily Injury \$250,000 each person \$500,000 each occurrence Property Damage \$100,000 each occurrence or Combined Single Limit \$250,000 per occurrence

(continued)

Personal Umbrella Policy Declarations
Policy number: **811 389 971**
Policy effective date: December 29, 2022



Coverage

Employers' Liability - if Workers' Compensation or similar coverage for Domestic Workers is required or purchased voluntarily

Required Underlying Limit

\$300,000 each occurrence
\$300,000 each employee
\$500,000 policy aggregate

Your policy documents

Your Personal Umbrella policy consists of the Policy Declarations and the following documents. Please keep them together.

- Personal Umbrella Policy - AS400
- Minnesota Personal Umbrella Policy Amendatory Endorsement - AS429-1

Important payment and coverage information

Here is some additional, helpful information related to your coverage and paying your bill:

- ▶ Please note: This is not a request for payment. Any adjustments to your premium will be reflected on your next scheduled bill which will be mailed separately.

Allstate Indemnity Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois.

Handwritten signature of William Hill in black ink.

William Hill
President

Handwritten signature of Susan L. Lees in black ink.

Susan L. Lees
Secretary



Amended Homeowners Policy Declarations

Your policy effective date is August 31, 2022



Total Amount Due for the Premium Period

Premium for property insured	\$2,779.01
Minnesota Fire Insurance Surcharge	13.90
Total	\$2,792.28

Your bill will be mailed separately. Before making a payment, please refer to your latest bill, which includes payment options and installment fee information. If you do not pay in full, you will be charged an installment fee(s).

Discounts (included in your total premium)

Age of Utilities	6%	Protective Device	2%
Claim Free	15%	Home and Auto	35%

Location of property insured

5649 157th Ave NW, Ramsey, MN 55303-4044

Rating Information*

Please review and verify the information regarding your insured property. Please refer to the Important Notice (X67831-2) for additional coverage information. Contact us if you have any changes.

The dwelling is of frame construction and is occupied by 1 family

Your dwelling is 1 mile to the fire department

Dwelling Style:

Built in 2003; 1 family; 1800 sq. ft.; 2 stories

Foundation:

Below grade basement, 100% Standard finish, 100%

Attached structures:

One 3-car attached garage Wood deck, 175 sq. ft.

Interior details:

One basic kitchen One basic half bath
One basic full bath One gas fireplace
Two basic three-quarter baths

Exterior wall types:

95% vinyl siding 5% brick on frame

Interior wall partition:

100% drywall

Heating and cooling:

Information as of December 12, 2022

Summary

Named Insured(s)
Jacqueline and Eric J Mjolhus

Mailing address
**5649 157th Ave NW
Ramsey MN 55303-4044**

Policy number
922 527 023

Your policy provided by
**Allstate Property and Casualty
Insurance Company**

Policy period
Begins on **August 31, 2022** at 12:01 A.M. standard time, with no fixed date of expiration

Premium period
Beginning **August 31, 2022** through **August 31, 2023** at 12:01 A.M. standard time

Your policy change is effective
December 13, 2022

Your Allstate agency is
Sniezek Group Agcy
12908 Main St
Rogers MN 55374-8998
(763) 428-0051
gregsniezek@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.

(continued)



Policy number: **922 527 023**
 Policy effective date: August 31, 2022

Rating Information* (continued)

Average cost heat & central air conditioning, 100%

Additional details:

One sliding glass door Interior wall height - 8 ft, 100%

Fire protection details:

Fire department subscription - no 1 mile to fire department

Roof surface material type:

Composition
 • 100% asphalt / fiberglass shingle

**This is a partial list of property details. If the interior of your property includes custom construction, finishes, buildup, specialties or systems, please contact your Allstate representative for a complete description of additional property details.*

Mortgagee

WELLS FARGO BANK NA 936 ITS SUCCESSORS &/OR ASSIGNS
 P O Box 100515, Florence, SC 29502-0515
 Loan number: 0494528938

Additional Interested Party:

City of Ramsey
 7550 Sunwood Dr NW, Ramsey, MN 55303-4044

Coverage detail for the property insured

Coverage	Limits of Liability	Applicable Deductible(s)
Dwelling Protection - with Building Structure Reimbursement Extended Limits	\$458,993	• \$1,500 All peril
Other Structures Protection	\$45,900	• \$1,500 All peril
Personal Property Protection - Reimbursement Provision	\$344,245	• \$1,500 All peril
Additional Living Expense	Up to 12 months	
Family Liability Protection	\$300,000 each occurrence	
Guest Medical Protection	\$5,000 each person	
Water Back-Up	\$5,000	• \$500 Water Back-Up



► **Other Coverages Not Purchased:**

- Business Property Protection*
- Business Pursuits*
- Electronic Data Processing Equipment*
- Electronic Data Recovery*
- Extended Coverage on Cameras*
- Extended Coverage on Jewelry, Watches and Furs*
- Extended Coverage on Musical Instruments*
- Extended Coverage on Sports Equipment*
- Fire Department Charges*
- Home Day Care*
- Identity Theft Expenses*
- Incidental Office, Private School Or Studio*
- Increased Coverage on Money*
- Increased Coverage on Securities*
- Increased Silverware Theft Limit*
- Loss Assessments*
- Satellite Dish Antennas*

* **This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.**

Scheduled Personal Property Coverage

Your policy does not include Scheduled Personal Property Coverage. This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.

Your policy documents

Your Homeowners policy consists of the Policy Declarations and the following documents. Please keep them together.

- Homeowners Policy - APC486
- Water Back-up Endorsement - APC479
- Minnesota Amendatory Endorsement form - APC511-1
- Extended Protection Amendatory Endorsement - APC626
- Guaranteed Renewal for Claims Endorsement - APC308
- Minnesota Standard Fire Policy Provisions - AS225
- Depreciation Amendatory Endorsement - AP4983

Important payment and coverage information

Here is some additional, helpful information related to your coverage and paying your bill:

- The Property Insurance Adjustment condition applies using the Marshall Swift Boeckh Publications building cost index.
- Do not pay. Mortgagee has been billed.

Allstate Property and Casualty Insurance Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois.

William Hill
President

Susan L. Lees
Secretary



Important notices

Policy number: **922 527 023**
 Policy effective date: August 31, 2022

Dwelling Profile

Allstate has determined that the estimated cost to replace your home is: \$458,993

The enclosed Policy Declarations shows the limit of liability applicable to Dwelling Protection-Coverage A of your homeowners insurance policy. The estimated replacement cost of your home is the minimum amount for which we will insure your home.

The decision regarding the limit applicable to your Dwelling Protection-Coverage A is your decision to make, as long as, at a minimum, your limit equals the estimated replacement cost as determined by Allstate and does not exceed maximum coverage limitations established by Allstate.

It is important to keep in mind that your Coverage A limits reflect a replacement cost that is only an estimate based on data that was available to us when we made this estimate (this information is described in the "Rating Information" section of your Policy Declarations). The actual amount it will cost to replace your home cannot be known until after a covered total loss has occurred.

How is the replacement cost estimated?

Many factors can affect the cost to replace your home, including its age, size, and type of construction. For example, the replacement cost uses construction data, such as labor and materials, that are available to us when we made this estimate. This estimate is also based on characteristics of the home, which include information that you provided to us. You might have chosen to insure your home for a higher amount than the estimated replacement cost shown above.

Note to customers renewing their policy

The estimated replacement cost for your home may have changed since the last time we communicated this information to you. This is because, at renewal, Allstate uses the home characteristics that you have provided to us to recalculate and update the estimated replacement cost. Using updated labor and material rates for your zip code, Allstate takes the home characteristics you have provided and determines the updated estimated replacement cost. The information about your home's characteristics is provided in the "Rating Information" section of your Policy Declarations.

Please note: Your Dwelling information is used to estimate your home replacement cost. It's important to review and update this information so we're using the most accurate details to estimate your home's replacement value.

If the information about your home shown in your Policy Declarations requires any change or if you have any questions or concerns about the information contained in this Important Notice, please contact your Allstate representative, or call us at 1-800-ALLSTATE®.

X67831-2

Right-of-Way License Agreement

In exchange for the consideration of \$115.00 (right-of-way road closure permit fee amount), receipt of which is acknowledged, this agreement, made this 23rd day of DEC, 2022, between the City of Ramsey, Minnesota (hereinafter "the City") and Jacqueline V. Mjolhus and Eric J. Mjolhus, (hereinafter "the Licensee"), is as follows:

The Licensee will utilize a portion of a platted right of way consisting of approximately 2,000 square feet located in the City as an improved and paved stub as part of Krypton Street Northwest immediately joining the licensee's property located at 5649 157th Avenue Northwest. The encroachment will solely consist of flooding the right of way to create a sheet of ice with surrounding boards, boundaries and lighting for an ice skating/hockey rink. This license shall commence upon approval of the City Council and be valid until March 31, 2023, unless terminated earlier under the terms herein, or extended with the express permission in writing of the City.

A representation of the area to be used is attached and incorporated by reference as **Attachment A**.

It is expressly understood that the subject property of this encroachment license is located on a public right of way held in trust by the City for the benefit of the public. This proposed use shall at all times be subordinate to the public interest including, but not limited to, access at any time for utility or road work. The license is held by the licensee alone and may not be transferred or extended without the express consent in writing of the City.

The City or its agents may enter upon the licensed area at any time when, in its full discretion it is necessary to do so. Any ice or structures may be removed by the City at any time and any expense incurred as the result of the placement of the ice or structures on the right of way shall be borne entirely by the licensee.

The Licensee agrees to hold the City harmless from any all injuries or other liability as may be incurred by the Licensee or other third parties on the Licensed Premises for the period provided in this license. The Licensee shall maintain insurance coverage for any liability as may be incurred on the licensed premises and the City shall be a designated beneficiary of said insurance coverage.

For the City of Ramsey:

Mayor

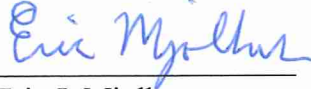
Attest:

Clerk

Licensee:



Jacqueline V. Mjolhus

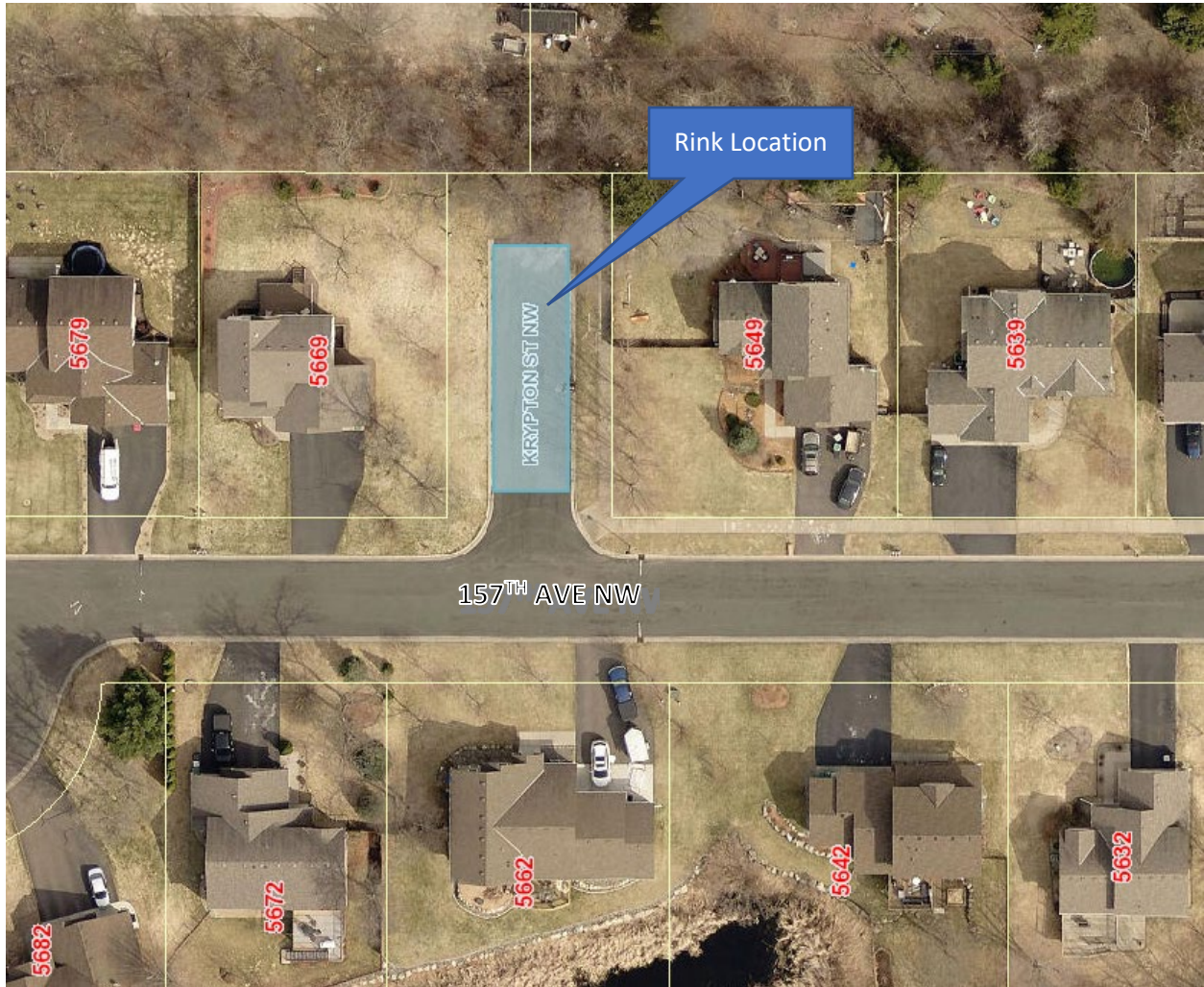


Eric J. Mjolhus

This instrument drafted by:

Frederic W. Knaak, Esq.
(MN. Lic. #0056777)
4501 Allendale Drive
North Oaks, MN 55127

Attachment A:
Location Map
(Approximate)



2020 Aerial Photo Courtesy of Anoka County Parcel Viewer

Photos of the ice rink (11/28/2022)



CC Regular Session

5. 20.

Meeting Date: 01/10/2023

By: Colleen Lasher, Administrative Services

Information

Title

Summary of Conclusions Regarding the City Administrator's Six-month Performance Evaluation

Purpose/Background:

The City Council met in a closed session at its December 13, 2022, work session to discuss City Administrator Brian Hagen's six-month performance evaluation.

Background: Mr. Brian Hagen was hired as the City Administrator on June 15, 2022. As per Mr. Hagen's Employment Agreement with the City, a 360-degree performance evaluation was conducted. Mr. Hagen's performance evaluation included feedback from the City Council, his direct reports, and Mr. Hagen himself. The results of the evaluation were provided and discussed at the closed meeting.

Per Minnesota Statute 13D.05, Subd. 3a states "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."

Summary of Conclusions

The City Council provided Mr. Hagen with overall positive feedback. It was noted that during Mr. Hagen's first six months as City Administrator, the City was in the process of filling the vacant Community Development Director position, and he continued to work in that role, as well as that of City Administrator. Mr. Hagen's annual performance evaluation will take place in June 2023.

Funding Source:

Not applicable

Recommendation:

Not Applicable

Action:

None

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	01/05/2023 11:51 AM
Form Started By: Colleen Lasher		Started On: 01/05/2023 10:47 AM
Final Approval Date: 01/05/2023		

Meeting Date: 01/10/2023

By: Brian McCann, Community Development

Information

Title:

PUBLIC HEARING: Consider an Interim Use Permit and Home Occupation Permit for Sewer Works at 17725 Nowthen Blvd. NW

Purpose/Background:

The City received an application from Russell Peterson (the "Applicant") for a Home Occupation Permit for a septic maintenance business called Sewer Works at 17725 Nowthen Blvd NW (the "Subject Property"). The business has operated from the property since 1973, but has not been required to obtain a Home Occupation Permit until now. The Applicant is expanding the business with a second pumper truck on the property which they plan to continue to store outside. This necessitates a Level II Home Occupation Permit because of the increase in number of vehicles. During the Planning Commission meeting on December 1, 2022, the Planning Commission recommended an Interim Use Permit to allow an existing semi-trailer to remain in the front yard for business storage until the property is sold or the business ceases operations.

Notification:

The City attempted to send a mailing via Standard US Mail to property owners within 350 feet of the Subject Property, as noted in the Anoka County Property Records, notifying them of the public hearing with the Planning Commission on December 1, 2022. The notice was also published in the Anoka county UnionHerald.

An additional public hearing notice was sent to the paper and residents for the Interim Use Permit request.

Time Frame/Observations/Alternatives:

Subject Property

The Subject Property is zoned R-1 (Rural Developing) Residential, and is guided Rural Developing in the City's 2040 Comprehensive Plan. It is 1.56 acres in size, with steep elevations on the western half of the property where the dwelling and accessory structure are located. The property accesses Nowthen Blvd to the west with a horseshoe driveway consisting of recycled bituminous and concrete. A Variance to the front setback was approved in 2009 for a 35' x 28' accessory structure that was proposed to be utilized for personal storage. Surrounding properties are similar in size and also zoned and guided Rural Developing.

Home Occupation Permit

Sewer Works first started operations in 1973 at the Subject Property and has continued operations for the last 49 years. The business will mainly consist of storing materials and vehicles. The Applicant has stated they have one (1) helper that will come to the site and leave with him in the morning, and they anticipate leaving at 7:00 a.m., and returning at 5:00 p.m. from Monday through Friday. When the Applicant plans to retire, the business will be continued by his son at an alternate location outside of Ramsey. The Applicant is requesting to store one (1) of two (2) pumpers outside, and the other will be stored inside the accessory structure. This requires the Level II HOP due to an increase in use related to additional commercial vehicles and outdoor storage.

Interim Use Permit

The semi-trailer was discussed in-depth during the Planning Commission meeting, and the Planning Commission recommended approval of the Home Occupation Permit be contingent upon approval of an Interim Use Permit to allow the semi-trailer to remain for an unspecified period of time. Typically, a request of this nature would come from a commercial or industrial property in the City, and Staff does not have knowledge of approval for a request of this nature for a residential property. The proposed Interim Use Permit would allow the semi-trailer to remain

on the Subject Property for business-related storage until either the property is sold, or the business ceases operations. At that time, the Applicant will be required to remove the trailer from the Subject Property. Approving a request of this nature may set a precedent for other residential properties in the City for the use of semi-trailers for personal storage and generate additional code enforcement complaints or similar Interim Use Permit requests.

Public Correspondence

City Staff received one (1) general inquiry call and they did not state opposition or support for the request. There were a few online attendees during the Planning Commission meeting, but none of them spoke regarding this request.

Planning Commission - December 1, 2022

The Planning Commission recommended approval of the Home Occupation Permit and Interim Use Permit for the semi-trailer (6-0 vote) during their regular meeting on December 1, 2022. Draft minutes of the discussion are attached to this case.

Additional Considerations

The request for a Home Occupation Permit was code enforcement initiated after a complaint was received in March of 2022 regarding a semi-trailer visible from Nowthen Blvd. The complaint was verified and a letter was sent to the property owner. The Applicant has stated the semi-trailer is used for storage of business items as well as items for beekeeping, and protection from potential crashes on Nowthen Blvd. The semi-trailer houses business materials such as risers, tanks, pumps, lime, etc. The existing accessory structure does not have space inside with a pumper truck, a large steamer, a pickup truck, and other business materials.

Prior to the December meeting, City Staff were informed of a potential second business on the property. Berres Excavating is listed under the Minnesota business filings with an office located at that address. The Applicant's daughter was contacted, and she stated that this business is owned by a family member who is temporarily using the address. They do not plan on conducting business from the property, but they are in the process of moving and wanted the State of Minnesota to have an accurate address where they could be reached in the interim. The approving resolution states that a second business is not allowed on the Subject Property. Berres Excavating will not be allowed to operate from this address.

City Attorney Perspective

The City Attorney recommends the Applicants pursue the Interim Use Permit. The Applicants would have to provide extensive evidence to prove there are lawful, nonconforming rights for the semi-trailer. If the trailer is used for the business, an Interim Use Permit would be the best solution to require removal of the trailer when the business ceases or the property changes hands. City Staff still recommend the immediate removal of the trailer, but the Planning Commission recommends the Interim Use Permit.

Alternatives

- **Alternative 1:** Approve the Home Occupation Permit, but not the Interim Use Permit for the semi-trailer. The business aligns with Zoning Code standards, and the Applicant would be required to remove the semi-trailer. As standard with home-based businesses, only a single business would be allowed to operate on the property. City Staff supports this alternative.
- **Alternative 2:** Approve the Home Occupation Permit and Interim Use Permit. The Planning Commission recommends this alternative, but City Staff believe this will set a precedent for other residential properties that do not require a semi-trailer for storage of business-related items. City Staff expect similar requests for Interim Use Permits to come forward.
- **Alternative 3:** Deny the Home Occupation Permit and Interim Use Permit. The business has a longstanding history at the Subject Property, and has operated for nearly 50 years without generating complaints regarding the business. The proposed use is compliant with the Zoning Code for home occupation standards. The Planning Commission and City Staff do not support this alternative.

Funding Source:

The Applicant is responsible for all costs associated with the project and review.

Recommendation:

The Planning Commission recommends adopting Resolution #22-003 Approving an Interim Use Permit for a semi-trailer at 17725 Nowthen Blvd NW.

- and/or -

City Staff recommend adopting Resolution #23-002 (formerly #22-271) Approving a Home Occupation Permit for Sewer Works at 17725 Nowthen Blvd NW with City Staff contingencies. The Planning Commission recommends adopting Resolution #23-002 (formerly #22-271) Approving a Home Occupation Permit contingent on approval of an Interim Use Permit for the semi-trailer;

Outcome/Action:

Adopt Resolution #23-003 Approving an Interim Use Permit for a semi-trailer at 17725 Nowthen Blvd NW.

- and/or -

Adopt Resolution #23-002 (formerly #22-271) Approving a Home Occupation Permit for Sewer Works at 17725 Nowthen Blvd NW, with or without contingencies;

Attachments

- Site Location Map
- Public Hearing Notice
- Mailing Map - 350 Feet
- Land Use Application
- Home Occupation Questionnaire
- Site Photos
- Resolution #23-002 HOP
- Resolution #23-003 IUP
- Draft 12-1-22 PC Minutes

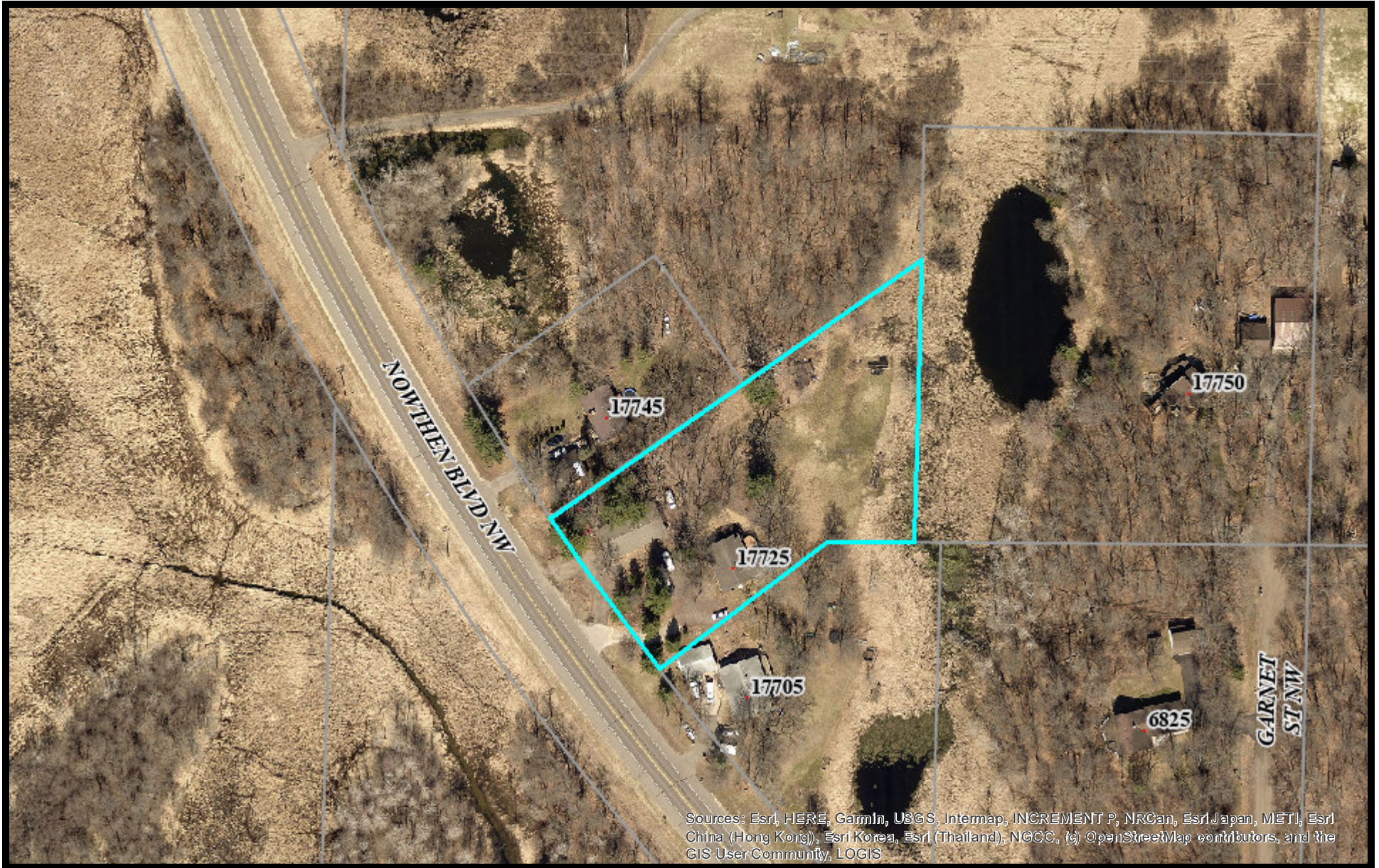
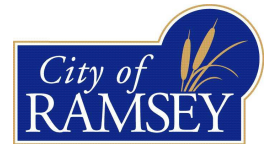
Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	01/04/2023 05:03 PM
Form Started By: Brian McCann		Started On: 11/29/2022 12:25 PM
Final Approval Date: 01/04/2023		

03-32-25-24-0003
17725 Nowthen Blvd NW

Sewer Works

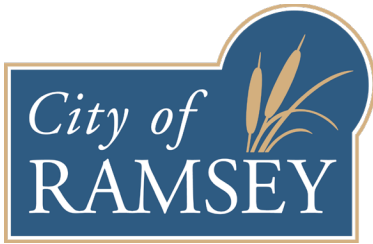
Home Occupation Permit



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

10/14/2022

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7550 Sunwood Drive NW • Ramsey, MN 55303

City Hall: 763.427.1410 • Fax: 763.427.5543

www.cityoframsey.com

**NOTICE OF PUBLIC HEARING
PROJECT 22-139: SEWER WORKS - HOP**

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

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Planning Commission of the City of Ramsey will hold a public hearing on Thursday, December 1, 2022 at 7:00 p.m. at Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, MN 55303. All interested persons are invited to attend and comment on the proposed requests.

The purpose of the hearing is to consider a request for a Home Occupation Permit for a septic business located at the property generally known as 17725 Nowthen Blvd NW, and legally described as follows:

THAT PRT OF SE1/4 OF NW1/4 OF SEC 3 TWP 32 RGE 25 DESC AS FOL: COM AT INTER OF S LINE OF SD 1/4 1/4 & C/L OF CSAH NO 5 , SD PT BEING 862.82 FT W OF SE COR OF SD 1/4 1/4, TH NWLY ALG SD C/L ALG A CUR CONC TO NE RAD OF 1800.40 FT A CEN ANG OF 8 DEG 47 MIN 276 FT TO POB, CHORD TO SD CUR BEARS N 40 DEG 02 MIN 05 SEC W, TH CONT NWLY ALG SD C/L ALG SAME DESC CUR TO RT HAV A RAD OF 1800.40 FT WITH A CEN ANG OF 1 DEG 03 MIN 32.99 FT, TH N 35 DEG 07 MIN 05 SEC W 150 FT, TH NELY AT RT ANG & TO A PT 749.56 FT W OF E LINE OF SD 1/4 1/4, AS MEAS ALG S LINE THEREOF, TH SLY PRL/W E LINE OF SD 1/4 1/4 TO A PT 373.37 FT N OF S LINE OF SD 1/4 1/4, AS MEAS ALG E LINE THEREOF, TH W PRL/W S LINE OF SD 1/4 1/4 TO INTER/W A LINE DRAWN FROM POB ON A BRG OF N 53 DEG 49 MIN 55 SEC E, TH S 53 DEG 49 MIN 55 SEC W TO POB, EX RD, SUBJ TO EASE OF REC, Anoka County, Minnesota

The City of Ramsey complies with the Americans with Disabilities Act and upon advance request, information will be provided in an alternative form and interpreters will be available. Any person with such a request should contact Dana Verbeek at 763-433-9824 by noon on Wednesday, November 23, 2022.

All interested persons are invited to join remotely from a PC, Mac, Linus, IOS, or Android at www.cityoframsey.com/meetings.

Comments are welcome and shall be sent to planning@cityoframsey.com or addressed to the Ramsey Planning Commission, at 7550 Sunwood Drive NW, Ramsey, MN 55303. Any comments must be received at the above email or address prior to 4:00 p.m. on December 1, 2022. For any other inquiries relating to this project contact Brian McCann at 763-433-9860 or bmccann@cityoframsey.com.

Brian McCann
City Planner

Date: November 16, 2022

180TH AVE NW

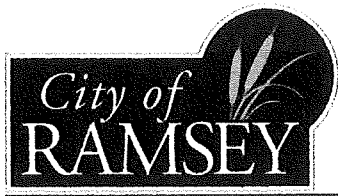
5
COUNTY ROAD



NOWTHEN BLVD NW

COUNTY ROAD
63

5
COUNTY ROAD



Land Use Application

<input type="checkbox"/> Plat – Sketch Plan	<input type="checkbox"/> Plat – Preliminary Plat	<input type="checkbox"/> Plat – Final Plat
<input type="checkbox"/> Administrative Plat	<input type="checkbox"/> Site Plan Review	<input type="checkbox"/> Easement/ROW Vacation
<input type="checkbox"/> Conditional Use Permit	<input type="checkbox"/> Interim Use Permit	<input type="checkbox"/> Comprehensive Plan Amendment
<input type="checkbox"/> Zoning Amendment	<input checked="" type="checkbox"/> Home Occupation Permit	<input type="checkbox"/> Variance
<input type="checkbox"/> Dwelling Moving Permit	<input type="checkbox"/> Environmental Permit	<input type="checkbox"/> Registered Land Survey
<input type="checkbox"/> Non-Traditional Animal License	<input type="checkbox"/> Beekeeping License	<input type="checkbox"/> Private Kennel License

Applicant Contact Information

Please note: All official communication will be routed through this contact.

Name:	Russell J. Peterson			
Street Address:	17725 Nowthen Blvd.			
City, State, ZIP:	Ramsey MN 55303			
Home Phone:	763-568-3989	Work Phone:	-	
Email:	sewerworks111@gmail.com		Fax Number:	-
Name of Business (if applicable):	-			
Business Address (if applicable)	-			
Business City, State, ZIP	-			
Business Phone:	-	Business Fax:	-	

Subject Property Information

(Location of Application)

Address	17725 Nowthen Blvd, Ramsey MN
PIN	
Legal Description	
Zoning District	

Contact the Planning Division at 763-433-9824 or planning@cityoframsey.com to request a Zoning Verification

Property Owner Information

(If different than Applicant)

Name:	Russell J Peterson		
Street Address:	17725 Nowthen Blvd		
City, State, ZIP:	Ramsey MN 55303		
Home Phone:	Cell 763-568-3989	Work Phone:	-
Email:	sewerwrks11@gmail.com	Fax Number:	-

Please provide a detailed description of your request and attached a copy of a scaled site plan

<p>If you live in a single-family home with a private septic system, you depend on a business like mine. A Septic Maintainer aka a pumper. My property has a large hill in the front yard and lots of mature trees. I have been parking my pumper truck in my lower driveway since 1995. I have been leaving from my home in Ramsey to help service our neighbor's septic needs. When the truck is parked, it is tucked to the side of the property, hidden by the garage and a trailer that has been there since 1973 also hidden behind mature trees. As you drive by (see attached pictures) you don't really see either of these things, unless you were to pull over and stop.</p> <p>My request is to be able to continue to park my septic truck at my property so I can service / help my neighbors that need me.</p>	
---	--

A "Land Use Sign" will be placed on the Subject Property to allow Ramsey Residents the opportunity to obtain information about your request.

Applicant Signature	Russell J Peterson	Co-Applicant Signature	
Printed Name	Russell J Peterson	Printed Name	
Title	owner	Title	
Date	10/5/2022	Date	

I understand that the application fee is non-refundable. All costs associated with the processing of this application are the responsibility of the applicant whether this application is approved or denied. Any excess of escrow account deposits over expenditures will be refunded at the time of account closure. I also understand that as the applicant, it is my responsibility to obtain all other permits or licenses required by any applicable regulatory agencies for this Land Use Application.

Property Owner Signature	Russell J Peterson	Property Owner Signature	
Printed Name	Russell J Peterson	Printed Name	
Title	owner	Title	
Date	10/5/2022	Date	

I hereby certify that I am the fee title owner/contract for deed vendee of record for the above-mentioned property. Failure to prove ownership may void any agreements entered into the City and I will be held liable for any and all costs incurred by the City.

Address: 17725 Nowthen Blvd, Ramsey, MN 55303

Home Occupation Supplemental Questionnaire

Does the home occupation owner live in the home on the property? Yes -or- No

Does the home occupation owner rent or own the property? Yes -or- No

Will any part of the occupation be conducted in the home? Yes -or- No

If so, what activities will be conducted in the home and in which room(s)?

What is the gross living area of the home? N/A

How much of that area will be used for the occupation? Driveway

Will an attached garage or any detached accessory building or garage be used for the occupation? Yes -or- No

If so, explain:

<u>Garage + driveway</u>

Will there be at least 200 square feet of garage space reserved for indoor residential parking and storage related to the residential use on the property? Yes -or- No

Will any structural additions or alterations to home or garages be required for this occupation?

Yes -or- No

If so, explain:

<u>Existing trailer</u>

Will you employ persons that do not live in the home on the property? Yes -or- No

If yes, how many non-resident employees will work on the site? 0

How many non-resident employees will work off-site? 1, my helper
Contractor

Will it be necessary employees working off-site to come to the home? yes
Contractor

If so, explain:

he parks at my home and we ride together

Will customers or clients come to the property? Yes -or- No

How many vehicle trips per day do you anticipate entering and leaving the property in a typical 24 hour period? (this includes employees, customers, deliveries, etc.)?

2 when we leave for the day + when we come back

Will any vehicles, other than your private car(s), be used in connection with the home occupation? Yes -or- No

If so, provide number, size and type of vehicles:

2 Pumper trucks approx 28' long
one truck fits in the detached garage.

Do you intend to store supplies and/or materials on the site? Yes -or- No

Please describe items to be stored and where?

Risers, lids, lime, etc... to be stored in garage and/or trailer.

Are any of the home occupation processes or materials subject to review and permitting by Anoka County Environmental Services? Yes -or- No

If so, explain and/or provide necessary documents.

Homeowner's Name: Russell J Peterson

Date: 10/13/2022

Homeowner's Signature: Russell J Peterson

Email: sewerworks111@gmail.com

Phone: 763-568-3989

Brief Description of Home Occupation:

I have been parking my pumper truck in my lower driveway since 1995. I have been leaving from my home in Ramsey to help service our neighbor's septic needs.

My request is to be able to continue to park my septic truck at my property so I can service/help my neighbors that need me.

This truck will only be parked here during warm weather. During the winter it will be stored in Isanti in a garage.





3112



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

RESOLUTION #23-002

**A RESOLUTION APPROVING A HOME OCCUPATION PERMIT
FOR A SEPTIC MAINTENACE BUSINESS ON THE PROPERTY LOCATED AT 17725
NOWTHEN BLVD NW AND DECLARING TERMS OF PERMIT**

RECITALS

1. Russell J. Peterson, hereinafter referred to as the “**Permittee**”, has properly applied for a Home Occupation Permit (the “**Permit**”) to operate a septic maintenance business (the “**Home Occupation**”) on the property located at 17725 Nowthen Blvd NW and legally described as follows:

THAT PRT OF SE1/4 OF NW1/4 OF SEC 3 TWP 32 RGE 25 DESC AS FOL: COM AT INTER OF S LINE OF SD 1/4 1/4 & C/L OF CSAH NO 5 , SD PT BEING 862.82 FT W OF SE COR OF SD 1/4 1/4, TH NWLY ALG SD C/L ALG A CUR CONC TO NE RAD OF 1800.40 FT A CEN ANG OF 8 DEG 47 MIN 276 FT TO POB, CHORD TO SD CUR BEARS N 40 DEG 02 MIN 05 SEC W, TH CONT NWLY ALG SD C/L ALG SAME DESC CUR TO RT HAV A RAD OF 1800.40 FT WITH A CEN ANG OF 1 DEG 03 MIN 32.99 FT, TH N 35 DEG 07 MIN 05 SEC W 150 FT, TH NELY AT RT ANG & TO A PT 749.56 FT W OF E LINE OF SD 1/4 1/4, AS MEAS ALG S LINE THEREOF, TH SLY PRL/W E LINE OF SD 1/4 1/4 TO A PT 373.37 FT N OF S LINE OF SD 1/4 1/4, AS MEAS ALG E LINE THEREOF, TH W PRL/W S LINE OF SD 1/4 1/4 TO INTER/W A LINE DRAWN FROM POB ON A BRG OF N 53 DEG 49 MIN 55 SEC E, TH S 53 DEG 49 MIN 55 SEC W TO POB, EX RD, SUBJ TO EASE OF REC, Anoka County, Minnesota

(the “**Subject Property**”)

2. That on August 6, 2009, a Variance was approved to the front setback for an accessory structure to be used for personal storage only.
3. That on March 29, 2022, a code enforcement case was opened for off-street parking, open privy vault, and home occupation violations at the **Subject Property**, and a first notice of violation was sent to the **Permittee**.
4. That on September 6, 2022, the **Permittee**’s daughter contacted Staff and stated that he would address the violations and apply for the Home Occupation Permit.
5. That on October 14, 2022, the **Permittee**, submitted a completed questionnaire and land use application for a Home Occupation Permit to operate a septic maintenance business on the **Subject Property**.
6. That the **Subject Property** is zoned R-1 Residential (Rural Developing) and the surrounding parcels are also zoned R-1 Residential (Rural Developing).

7. That the **Subject Property** is approximately 1.56 acres in size and is surrounded by lots ranging in size from 0.77 acres to 15.42 acres.
8. That the **Subject Property** is guided for Rural Developing (residential) in the City's Future Land Use Map.
9. That the **Permittee** owns the **Subject Property**, and will occupy the dwelling while conducting business on the **Subject Property**.
10. That the **Home Occupation** is proposed to be based out of the home, and the 35' x 28' accessory structure on site where equipment, two (2) pumper trucks, and business materials will be stored.
11. That the **Permittee** has stated there will be at least 400 square feet of garage space reserved for indoor residential parking and storage in an attached garage related to residential use on the **Subject Property**, as established in City Code Section 117-351 (Home Occupation).
12. There are no business signs at the **Subject Property**.
13. That the **Permittee** has stated they will work with one (1) employee who will come to the **Subject Property**. The employee vehicle will be stored on the driveway of the property.
14. That the **Home Occupation** does not involve operating methods that include transactions with the public (customers, clients, consultants, subcontractors, etc.) on the **Subject Property** but does involve operating the business via phone call and email in an office inside the home. Customers do not come to the **Subject Property**.
15. The **Permittee** is requesting hours of operation of 7:00 am through 5:00 pm Monday through Friday.
16. That the City finds the **Home Occupation** operates beyond the parameters of Level I Home Occupation Permit requirements (City Code Section 117-351) and therefore requires Planning Commission and City Council review and approval.
17. That the Planning Commission met and held a duly noticed public hearing on December 1, 2022, during their regularly scheduled meeting and recommended approval of the **Permit**, contingent upon an Interim Use Permit for the semi-trailer.
18. That the City Council reviewed the request during their regularly scheduled meeting on January 10, 2023, and **approved/denied** the request.

FINDINGS OF FACT

1. That the proposed use **will not** adversely impact traffic in the area.
2. That the proposed use **will not** be compatible with the residential neighborhood due to (in part) density, lot size and use of the surrounding lots.
3. That the proposed use **will not** be unduly dangerous or otherwise detrimental to persons residing or working in the vicinity of the use or the public welfare.
4. That the proposed use **will not** substantially or adversely impair the use, enjoyment, or market value of neighboring properties.
5. That the proposed use **will not** be hazardous or disturbing to existing or future neighboring uses.
6. That the proposed use **will** be served adequately by public facilities and services such as highways and streets.
7. That the proposed use **will not** create excessive additional requirements at public cost for public facilities and services, and it will be detrimental to the economic welfare of the community.
8. That the proposed use **will not** involve activities and uses that would be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors.

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

That the request for a Home Occupation Permit (the “**Permit**”) for the operation of Sewer Works on the **Subject Property** is hereby approved pursuant to Sections 117-51 and 117-351 of the Ramsey City Code with the following conditions:

1. That this agreement shall permit the **Home Occupation** of a septic maintenance business on the **Subject Property**.
2. That customers never visit the **Subject Property**.
3. **That the Permittee must remove the semi-trailer onsite.**

- **Or –**

That this Permit is contingent upon approval of an Interim Use Permit to allow the semi-trailer to remain on the Subject Property for storage of materials related to the business.

4. That this **Permit** allows for one (1) employee to come to the **Subject Property**.
5. This **Permit** allows for the single business, Sewer Works, to operate on the **Subject Property**. Berres Excavating may partner services with Sewer Works as a septic designer and installer, but may not have the **Subject Property** be the primary location of the business.
6. That equipment and vehicles will be placed on the driveway; not at any time on the public streets.
7. That the **Permittee** agrees there will be no exterior evidence of the **Home Occupation** permitted on the **Subject Property** unless in compliance with Chapter 117-351 (Home Occupations) of City Code, except the vehicles mentioned above.
8. That the **Permittee** is responsible to verify and ensure that the accessory structure is compliant with all applicable state and local codes.
9. That should the **Permittee** die or should the **Subject Property** be sold, the **Permit** shall be automatically terminated, except that in the case of death, should a surviving spouse or child, residing at the same address, desire to continue the **Home Occupation**, written notice to that effect shall be given to the Zoning Administrator may authorize continuation of the **Permit** without further hearing.
10. The **Permittee** shall reside on the **Subject Property**; if the **Permittee** does not reside on the **Subject Property**, the **Permit** shall be automatically terminated.
11. That the **Permittee** agrees that if the operation expands, they will notify the City of Ramsey and apply for an amendment to this **Permit**.
12. That the **Permittee** is limited to hours of operation of 7:00 am to 5:00 pm, Monday through Friday.
13. That adequate water supply and on-site sewage disposal facilities shall be the responsibility of the **Permittee**.
14. The **Permittee** shall be responsible for obtaining and having in full force and effect all applicable State, County and City licenses. This includes a Business License with the City and registering with the State of Minnesota.
15. The **Permittee** shall be responsible for all costs incurred in the administration and enforcement of this **Permit**.

16. That the City Administrator, or his/her designee, shall have the right to inspect the **Subject Property** for compliance and safety purposes annually or at any time, upon reasonable request to the **Permittee**.
17. That the **Permittee** agrees to take additional measures to keep the **Subject Property** in compliance with City Code regulations related to off-street parking and nuisance violations.
18. That this **Permit** does not authorize a future homeowner of the **Subject Property** from utilizing the detached accessory building for a home-based business.
19. That there shall be no outdoor storage at any time related to the **Home Occupation** besides the two (2) vehicles associated with the use.
20. That the salvage of inoperable commercial vehicles for purposes of parts for other operable commercial vehicles is not a permitted use within the District and is declared a public nuisance.
21. That the use shall not cause any other nuisance violations or City Code violations, and the **Subject Property** must remain in compliance with off-street parking violations, public nuisance code provisions, and in compliance with the International Property Maintenance Code. This includes but is not limited to: no junk being stored outside, parking only on the driveway(s), no driving on the grass, etc.
22. That the City reserves the right to revoke the permit for any violation of the above conditions.

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 approved and adopted by the Ramsey City Council this the 10th day of January, 2023.

Mayor

ATTEST:

City Clerk

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

RESOLUTION #23-003

A RESOLUTION APPROVING THE ISSUANCE OF AN INTERIM USE PERMIT TO ALLOW ONE (2) SEMI-TRAILER FOR BUSINESS STORAGE ON THE PROPERTY LOCATED AT 17725 NOWTHEN BLVD NW AND DECLARING TERMS OF PERMIT

RECITALS

1. Russell J. Peterson, hereinafter referred to as the “**Permittee**”, has properly applied for a Interim Use Permit (the “**Permit**”) to maintain a semi-trailer for business storage (the “**Trailer**”) on the property located at 17725 Nowthen Blvd NW and legally described as follows:

THAT PRT OF SE1/4 OF NW1/4 OF SEC 3 TWP 32 RGE 25 DESC AS FOL: COM AT INTER OF S LINE OF SD 1/4 1/4 & C/L OF CSAH NO 5 , SD PT BEING 862.82 FT W OF SE COR OF SD 1/4 1/4, TH NWLY ALG SD C/L ALG A CUR CONC TO NE RAD OF 1800.40 FT A CEN ANG OF 8 DEG 47 MIN 276 FT TO POB, CHORD TO SD CUR BEARS N 40 DEG 02 MIN 05 SEC W, TH CONT NWLY ALG SD C/L ALG SAME DESC CUR TO RT HAV A RAD OF 1800.40 FT WITH A CEN ANG OF 1 DEG 03 MIN 32.99 FT, TH N 35 DEG 07 MIN 05 SEC W 150 FT, TH NELY AT RT ANG & TO A PT 749.56 FT W OF E LINE OF SD 1/4 1/4, AS MEAS ALG S LINE THEREOF, TH SLY PRL/W E LINE OF SD 1/4 1/4 TO A PT 373.37 FT N OF S LINE OF SD 1/4 1/4, AS MEAS ALG E LINE THEREOF, TH W PRL/W S LINE OF SD 1/4 1/4 TO INTER/W A LINE DRAWN FROM POB ON A BRG OF N 53 DEG 49 MIN 55 SEC E, TH S 53 DEG 49 MIN 55 SEC W TO POB, EX RD, SUBJ TO EASE OF REC, Anoka County, Minnesota

(the “**Subject Property**”)

2. That on August 6, 2009, a Variance was approved to the front setback for an accessory structure to be used for personal storage only.
3. That on March 29, 2022, a code enforcement case was opened for off-street parking, open privy vault, and home occupation violations at the **Subject Property**, and a first notice of violation was sent to the **Permittee**.
4. That on September 6, 2022, the **Permittee**’s daughter contacted Staff and stated that he would address the violations and apply for the Home Occupation Permit.
5. That on October 14, 2022, the **Permittee**, submitted a completed questionnaire and land use application for a Home Occupation Permit to operate a septic maintenance business on the **Subject Property**.
6. That the **Subject Property** is zoned R-1 Residential (Rural Developing) and the surrounding parcels are also zoned R-1 Residential (Rural Developing).

7. That the **Subject Property** is approximately 1.56 acres in size and is surrounded by lots ranging in size from 0.77 acres to 15.42 acres.
8. That the **Subject Property** is guided for Rural Developing (residential) in the City's Future Land Use Map.
9. That the Planning Commission met and held a duly noticed public hearing on December 1, 2022, during their regularly scheduled meeting and recommended approval of a Home Occupation Permit, contingent upon an Interim Use Permit for the semi-trailer.
10. That the City Council reviewed the request during their regularly scheduled meeting on January 10, 2023, and **approved/denied** the request.

FINDINGS OF FACT

1. That the proposed use **will not** adversely impact traffic in the area.
2. That the proposed use **will not** be compatible with the residential neighborhood due to (in part) density, lot size and use of the surrounding lots.
3. That the proposed use **will not** be unduly dangerous or otherwise detrimental to persons residing or working in the vicinity of the use or the public welfare.
4. That the proposed use **will not** substantially or adversely impair the use, enjoyment, or market value of neighboring properties.
5. That the proposed use **will not** be hazardous or disturbing to existing or future neighboring uses.
6. That the proposed use **will** be served adequately by public facilities and services such as highways and streets.
7. That the proposed use **will not** create excessive additional requirements at public cost for public facilities and services, and it will be detrimental to the economic welfare of the community.
8. That the proposed use **will not** involve activities and uses that would be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors.

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

That the request for an Interim Use Permit (the “**Permit**”) for a semi-trailer for business storage (the “**Trailer**”) on the **Subject Property** is hereby approved pursuant to Sections 117-52 of the Ramsey City Code with the following conditions:

1. That this **Permit** allows for use on the **Subject Property** until the home occupation ceases operations, or the property is sold.
2. That the **Permittee** shall obtain all necessary permits on the **Subject Property**.
3. That the **Permittee** shall maintain the **Subject Property** in compliance with City Code Sections 117-355 (Residential Development Off-Street Parking) and 117-111 (R-1 Employment District); Chapter 117 (Zoning and Subdivisions) Article II (Zoning) Division 6 (Performance Standards); and Chapter 30 (Nuisances) at all times.
4. That the **Permittee** shall maintain the **Trailer** in good repair and good condition.
5. That the **Permittee** shall be responsible for all City costs incurred in administering and enforcing this Permit.
6. That the City Administrator, or his/her designee, shall have the right to inspect the premises for compliance and safety purposes annually or at any time, upon reasonable request.
7. That there shall not be any additional outdoor storage without an amendment to this **Permit**. The area outside of the proposed location for the **Trailer** may not be used for outdoor storage. The **Trailer** may be used to store items, but additional outdoor storage is not allowed (business items, personal items, any items that could become a public nuisance, etc.).
8. That changes in screening of the **Trailer** on the **Subject Property** must first be reviewed by City Staff.
9. That this **Permit** shall automatically expire if the use is not initiated by January 10, 2024.

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 10th day of January, 2023.

Mayor

ATTEST:

City Clerk

Commissioner Hunt aye
Chairperson Bauer aye

Motion Carried.

5. CONSENT AGENDA

5.01: Approve the October 27, 2022 Planning Commission Meeting Minutes

Motion by Commissioner Hunt, seconded by Commissioner Gengler, to approve the consent agenda as presented.

A roll call vote was performed:

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

Motion Carried.

6. PUBLIC HEARINGS

6.01: Public Hearing: Consider a Home Occupation Permit for Sewer Works at 17725 Nowthen Boulevard NW

Public Hearing

Chairperson Bauer called the public hearing to order at 7:02 p.m.

Presentation

City Planner McCann presented the staff report stating that staff recommends adoption of the resolution approving a Home Occupation Permit for Sewer Works at 17725 Nowthen Boulevard NW, with the contingency of removing the semi-trailer.

Commissioner VanScoy asked if the trailer referred to is the white shipping container.

City Planner McCann stated that he believes there is a trailer connected but confirmed that the shipping container is part of that.

Commissioner Peters asked if anyone knew there was a business being run out of the house when the accessory building was constructed.

City Planner McCann commented that staff was aware of that business but because the operation of the business would not be changing, a Home Occupation Permit was not required at that time.

Citizen Input

Julieanna Snow and Russell Peterson, 17725 Nowthen Boulevard, stated that they are requesting the ability for the trailer to be on the property because it helps with the business and helps to screen the area from the public. She stated that each year the State of Minnesota attempts to improve groundwater by instituting new regulations which requires them to have more materials and equipment for the business. She stated that they are able to store the equipment and material in the trailer so that is available onsite for servicing customers. She stated that allowing them to have the trailer onsite would allow the business to continue to function and service septic customers in Ramsey.

Commissioner Hunt noted the truck parked out front and asked if that is the second truck as the narrative mentioned that the first truck is parked inside.

Mr. Peterson replied that the second truck is in Isanti at this time. He noted that storing the second truck in that location causes a delay in time and additional fuel costs that must be passed onto the customer.

Commissioner Hunt asked if the second truck would be parked in the location shown on the picture.

Mr. Peterson confirmed that is where they had the second truck in attempt to keep it screened. He confirmed that the trailer has been on the property since 1975.

Commissioner VanScoy commented that it is his understanding that there would be two trucks onsite, one parked inside and one parked outside.

Mr. Peterson confirmed that is how he had been doing it until he completed the building in Isanti and now keeps one truck at each location.

Ms. Snow commented that they did have both vehicles parked onsite but now have one on the property in the garage and the other in Isanti. She stated that if the truck at the house were to breakdown, the truck stored in Isanti would not fit into the garage because it is seven inches too tall and therefore would be stored on the side as it had been in the photo.

Mr. Peterson stated that they would plan to have the one truck at the home, parked inside, and the other would be parked in Isanti with the exception of if a job were to run late and they needed to park it at the home overnight.

Commissioner VanScoy asked what is stored in the trailer.

Mr. Peterson noted the different equipment that is stored in the trailer.

Chairperson Peterson asked what is kept in the accessory building.

Mr. Peterson commented that his pickup and the pumper truck are inside as well as other equipment for the septic business that must be stored indoors. He confirmed that there is not space in the accessory building for the items stored in the trailer.

Commissioner Peters asked if there has been an issue with vehicles coming onto the property, as it was mentioned that one the reasons for the trailer is to protect the property.

Mr. Peterson confirmed that they have had issues with vehicles spinning out on that corner and coming onto the property. He noted that have had issues with theft and therefore keeping the equipment in the trailer helps to keep it more secure.

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

A roll call vote was performed:

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

Motion Carried.

Chairperson Bauer closed the public hearing closed at 7:17 p.m.

Commission Business

Commissioner VanScoy asked the concern with the semi-trailer.

City Planner McCann replied that the trailer did come to their attention through the code enforcement process. He noted that it is technically a commercial vehicle and does not meet the requirements for a commercial vehicle.

Commissioner VanScoy commented that it appeared to be a shipping container, which have been allowed in certain circumstances in the past.

City Planner McCann confirmed that has been allowed for commercial or industrial properties and could not recall an instance of it being allowed for a residential property.

Commissioner VanScoy commented that the trailer has been on the property since 1975 and therefore perhaps screening would be helpful to screen it from the road. He noted that the trailer has been at the property for so long as a part of the normal operation and therefore it would seem extreme to request it to be removed.

Chairperson Bauer asked if the trailer would be prohibited within the R-1 district.

City Planner McCann noted that the Code has specifications for off street parking which include commercial vehicles. He noted that there are requirements for screening, allowed lengths of time, and it must be functional.

Chairperson Bauer noted that the trailer was in existence prior to the passing of the City Code requirements and asked if that would then be grandfathered in.

City Planner McCann replied that perhaps there could be a grandfathered allowance.

Commissioner Gengler asked to see the aerial map to show how the trailer aligns with adjacent properties.

City Planner McCann displayed the aerial photograph.

Commissioner Peters asked if there would be any pathway to make the trailer compliant if it were not grandfathered in, such as a variance.

City Planner McCann commented that he was unsure of alternatives.

Planning Manager Larson stated that perhaps an Interim Use Permit would be a good fit as that would expire with the sale of the property.

Chairperson Bauer suggested that the IUP could be linked to the sale of the land rather than issued for a five-year period.

Senior Planner Anderson commented that the IUP could be issued for a length of time, or it could be tied to the expiration of the Home Occupation Permit or sale of the property.

Commissioner VanScoy asked if conditions could be placed on an IUP, such as screening.

Senior Planner Anderson confirmed that reasonable conditions could be applied similar to a Conditional Use Permit.

Chairperson Bauer asked the applicant for input on whether they would be interested in pursuing an IUP for the trailer to remain on the property which would allow that trailer to remain on the property until the home occupation ceases or the property is sold.

Mr. Peterson agreed. He noted that they could run fencing along the trailer or could plant trees.

Chairperson Bauer asked if the IUP would require a second hearing.

City Planner McCann confirmed that would require a separation application and cost.

Chairperson Bauer noted that this motion could be made contingent upon later approval of an IUP.

Senior Planner Anderson noted that this could move forward to the City Council and the City Council could conduct the public hearing for the IUP at its meeting to avoid this having to come back before the Commission again.

Commissioner VanScoy asked if this would impact the ability for the resident to run their business, as it sounds like the business provides a critical service.

Planning Manager Larson asked the Commission to make a recommendation on this Home Occupation Permit tonight noting that the Commission could also make a recommendation on an IUP. He stated that the Council meeting could then be notified as the public hearing required for the IUP.

Motion by Commissioner Gengler, seconded by Commissioner Peters, to recommend that City Council adopt Resolution #22-271 Approving a Home Occupation Permit for Sewer Works at 17725 Nowthen Boulevard NW with an IUP for the trailer to remain onsite, only for this business, with additional screening and that shall terminate upon termination of the Home Occupation Permit or sale of the property.

Further discussion

Ms. Snow asked if staff discovered that the trailer was grandfathered in, would the IUP then not be necessary. Chairperson Bauer noted that the safer route would be to use the IUP to ensure there are no conflicts going forward. He noted that staff could verify that information with the City Attorney prior to the City Council meeting.

A roll call vote was performed:

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

Motion Carried.

6.02: Public Hearing: Gile Addition Sketch Plan and Preliminary Plat – 15710 St. Francis Boulevard NW

Public Hearing

Chairperson Bauer called the public hearing to order at 7:34 p.m.

Presentation

CC Regular Session

6. 2.

Meeting Date: 01/10/2023

By: Katie Schmidt, Administrative Services

Information

Title:

PUBLIC HEARING - Review recommendation from the Charter Commission to amend the charter by Ordinance #22-29 under M.S 410.12, subdivision 7

Purpose/Background:

The Charter Commission met on October 26, 2022 and is recommending the City Council amend the charter by Ordinance #22-29 under M.S. 410.12, subdivision 7. The recommended ordinance is to amend Section 2.4 of the Charter that no member of the Council may serve on the Charter Commission or other Board or Commission. The language in Ordinance #22-29 is the same language as the recently passed Ordinance #22-17 (attached for reference).

The City Council received the recommendation from the Charter Commission on November 22, 2022. The City published a notice of a public hearing of the proposal on Friday, December 16, 2022. Within one month of the public hearing, the city council must vote on the proposed charter amendment ordinance. Under M.S. 410.12, subdivision 7, if the City Council unanimously approves the ordinance then the ordinance is enacted 90 days after passage and publication. Within 60 days of passage and publication, a petition requesting a referendum on the ordinance may be filed with the City Clerk.

Notification:

N/A

Time Frame/Observations/Alternatives:

Next Steps:

- Per State Statute 410.12 Subd. 7., the Council must vote on the proposed charter amendment ordinance within one month of the public hearing.
- Council introduces Ordinance #22-29 this evening, it will come back for final consideration on Tuesday, January 24, 2023.
 - If approved unanimously on January 24, 2023, the Charter amendment would then take effect 90 days after publication.
 - If Council does not unanimously approve Ordinance #22-29, then the ordinance would fail.
- If Ordinance #22-29 does not become enacted, then staff would proceed forward with the procedure required for Ordinance #22-17.

Recommendation:

Staff recommends introduction of Ordinance #22-29, thus providing for an affirmative vote of final consideration on January 24, 2023. This would satisfy requirements established in State Statute 410.12 Subd. 7.

Outcome/Action:

Motion to introduce Ordinance #22-29.

Attachments

Proposed Ordinance #22-29

Adopted Ordinance #22-17

MN Statute 410.12

Form Review

Inbox

Brian Hagen

Form Started By: Katie Schmidt

Final Approval Date: 01/05/2023

Reviewed By

Brian Hagen

Date

01/05/2023 01:18 PM

Started On: 12/20/2022 02:43 PM

ORDINANCE 22-29
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

**AN ORDINANCE AMENDING THE CITY CHARTER OF THE CITY OF
RAMSEY, MINNESOTA PROHIBITING MEMBERSHIP ON THE CITY OF
RAMSEY CHARTER COMMISSION OF CITY COUNCIL MEMBERS AND
PROVIDING FOR OTHER RESTRICTIONS THEREOF**

The City of Ramsey ordains:

SECTION 1. AUTHORITY

This Ordinance is adopted pursuant to the authority of the City Charter of the City of Ramsey and such authority as it is given under Minnesota Statutes Section 410.12, subdivision 7.

SECTION 2.

The Section 2.4 of the City of Ramsey Charter is amended to read as follows:

“Sec. 2.4 – Incompatible offices.

No member of the Council shall hold any paid municipal office or employment through the city other than that to which elected. Further, until one year after the expiration of his/her term, no mayor or councilmember shall be appointed or employed by the city in a compensated position which was created, or the compensation for which was increased, during his/her term as mayor or councilmember.

No member of the Council may serve as a member of the City of Ramsey Charter Commission while serving on the Council. No member of the Council may serve as a voting member of any other Commission or Board of the City of Ramsey while he/she remains in office unless such membership is otherwise required by law.

SECTION 3. EFFECTIVE DATE

This ordinance becomes effective 90 days after its passage and publication as provided by Minnesota Statutes Section 410.12, Subdivision 7, as may be modified by any action undertaken pursuant to City of Ramsey Charter Section 5.

PASSED by the City Council of the City of Ramsey, Minnesota, the ____ day of January 2023.

Mayor

ATTEST:

City Clerk

ORDINANCE 22-17
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

**AN ORDINANCE AMENDING THE CITY CHARTER OF THE CITY OF
RAMSEY, MINNESOTA PROHIBITING MEMBERSHIP ON THE CITY OF
RAMSEY CHARTER COMMISSION OF CITY COUNCIL MEMBERS AND
PROVIDING FOR OTHER RESTRICTIONS THEREOF**

The City of Ramsey ordains:

SECTION 1. AUTHORITY

This Ordinance is adopted pursuant to the authority of the City Charter of the City of Ramsey and such authority as it is given under Minnesota Statutes Section 410.12, subdivision 5.

SECTION 2.

The Section 2.4 of the City of Ramsey Charter is amended to read as follows:

“Sec. 2.4 – Incompatible offices.

No member of the Council shall hold any paid municipal office or employment through the city other than that to which elected. Further, until one year after the expiration of his/her term, no mayor or councilmember shall be appointed or employed by the city in a compensated position which was created, or the compensation for which was increased, during his/her term as mayor or councilmember.

No member of the Council may serve as a member of the City of Ramsey Charter Commission while serving on the Council. No member of the Council may serve as a voting member of any other Commission or Board of the City of Ramsey while he/she remains in office unless such membership is otherwise required by law.

SECTION 3. EFFECTIVE DATE

This ordinance becomes effective 90 days after its passage and publication as provided in City of Ramsey Charter 3.9 and Minnesota Statutes Section 410.12, Subdivision 5, as may be modified by any action undertaken pursuant to City of Ramsey Charter Section 5.

PASSED by the City Council of the City of Ramsey, Minnesota, the 25th day of October 2022.

Mayor

ATTEST:

City Clerk

Introduction Date: October 11, 2022
Posting Dates: October 11 – October 26, 2022
Adoption Date: October 25, 2022
Publication Date: November 4, 2022
Effective Date: December 5, 2022

410.12 AMENDMENTS.

Subdivision 1. **Proposals.** The charter commission may propose amendments to such charter and shall do so upon the petition of voters equal in number to five percent of the total votes cast at the last previous state general election in the city. Proposed charter amendments must be submitted at least 17 weeks before the general election. Only registered voters are eligible to sign the petition. All petitions circulated with respect to a charter amendment shall be uniform in character and shall have attached thereto the text of the proposed amendment in full; except that in the case of a proposed amendment containing more than 1,000 words, a true and correct copy of the same may be filed with the city clerk, and the petition shall then contain a summary of not less than 50 nor more than 300 words setting forth in substance the nature of the proposed amendment. Such summary shall contain a statement of the objects and purposes of the amendment proposed and an outline of any proposed new scheme or frame work of government and shall be sufficient to inform the signers of the petition as to what change in government is sought to be accomplished by the amendment. The summary, together with a copy of the proposed amendment, shall first be submitted to the charter commission for its approval as to form and substance. The commission shall within ten days after such submission to it, return the same to the proposers of the amendment with such modifications in statement as it may deem necessary in order that the summary may fairly comply with the requirements above set forth.

Subd. 1a. **Alternative methods of charter amendment.** A home rule charter may be amended only by following one of the alternative methods of amendment provided in subdivisions 1 to 7.

Subd. 2. **Petitions.** The signatures to such petition need not all be appended to one paper, but to each separate petition there shall be attached an affidavit of the circulator thereof as provided by this section. A petition must contain each petitioner's signature in ink or indelible pencil and must indicate after the signature the place of residence by street and number, or other description sufficient to identify the place. There shall appear on each petition the names and addresses of five electors of the city, and on each paper the names and addresses of the same five electors, who, as a committee of the petitioners, shall be regarded as responsible for the circulation and filing of the petition. The affidavit attached to each petition shall be as follows:

State of)
) ss.
County of)

..... being duly sworn, deposes and says that the affiant, and the affiant only, personally circulated the foregoing paper, that all the signatures appended thereto were made in the affiant's presence, and that the affiant believes them to be the genuine signatures of the persons whose names they purport to be.

Signed

(Signature of Circulator)

Subscribed and sworn to before me

this day of

Notary Public (or other officer)

authorized to administer oaths

The foregoing affidavit shall be strictly construed and any affiant convicted of swearing falsely as regards any particular thereof shall be punishable in accordance with existing law.

Subd. 3. May be assembled as one petition. All petition papers for a proposed amendment shall be assembled and filed with the charter commission as one instrument. Within ten days after such petition is transmitted to the city council, the city clerk shall determine whether each paper of the petition is properly attested and whether the petition is signed by a sufficient number of voters. The city clerk shall declare any petition paper entirely invalid which is not attested by the circulator thereof as required in this section. Upon completing an examination of the petition, the city clerk shall certify the result of the examination to the council. If the city clerk shall certify that the petition is insufficient the city clerk shall set forth in a certificate the particulars in which it is defective and shall at once notify the committee of the petitioners of the findings. A petition may be amended at any time within ten days after the making of a certificate of insufficiency by the city clerk, by filing a supplementary petition upon additional papers signed and filed as provided in case of an original petition. The city clerk shall within five days after such amendment is filed, make examination of the amended petition, and if the certificate shall show the petition still to be insufficient, the city clerk shall file it in the city clerk's office and notify the committee of the petitioners of the findings and no further action shall be had on such insufficient petition. The finding of the insufficiency of a petition shall not prejudice the filing of a new petition for the same purpose.

Subd. 4. Election. Amendments shall be submitted to the qualified voters at a general or special election and published as in the case of the original charter. The form of the ballot shall be fixed by the governing body. The statement of the question on the ballot shall be sufficient to identify the amendment clearly and to distinguish the question from every other question on the ballot at the same time. If 51 percent of the votes cast on any amendment are in favor of its adoption, copies of the amendment and certificates shall be filed, as in the case of the original charter and the amendment shall take effect in 30 days from the date of the election or at such other time as is fixed in the amendment.

Subd. 5. Amendments proposed by council. The council of any city having a home rule charter may propose charter amendments to the voters by ordinance. Any ordinance proposing such an amendment shall be submitted to the charter commission. Within 60 days thereafter, the charter commission shall review the proposed amendment but before the expiration of such period the commission may extend the time for review for an additional 90 days by filing with the city clerk its resolution determining that an additional time for review is needed. After reviewing the proposed amendment, the charter commission shall approve or reject the proposed amendment or suggest a substitute amendment. The commission shall promptly notify the council of the action taken. On notification of the charter commission's action, the council may submit to the people, in the same manner as provided in subdivision 4, the amendment originally proposed by it or the substitute amendment proposed by the charter commission. The amendment shall become effective only when approved by the voters as provided in subdivision 4. If so approved it shall be filed in the same manner as other amendments. Nothing in this subdivision precludes the charter commission from proposing charter amendments in the manner provided by subdivision 1.

Subd. 6. Amendments, cities of the fourth class. The council of a city of the fourth class having a home rule charter may propose charter amendments by ordinance without submission to the charter commission. Such ordinance, if enacted, shall be adopted by at least a four-fifths vote of all its members after a public hearing upon two weeks' published notice containing the text of the proposed amendment and shall be approved by the mayor and published as in the case of other ordinances. The council shall submit the proposed amendment to the people in the manner provided in subdivision 4, but not sooner than three months after the passage of the ordinance. The amendment becomes effective only when approved by the voters as provided in subdivision 4. If so approved, it shall be filed in the same manner as other amendments.

Subd. 7. **Amendment by ordinance.** Upon recommendation of the charter commission the city council may enact a charter amendment by ordinance. Within one month of receiving a recommendation to amend the charter by ordinance, the city must publish notice of a public hearing on the proposal and the notice must contain the text of the proposed amendment. The city council must hold the public hearing on the proposed charter amendment at least two weeks but not more than one month after the notice is published. Within one month of the public hearing, the city council must vote on the proposed charter amendment ordinance. The ordinance is enacted if it receives an affirmative vote of all members of the city council and is approved by the mayor and published as in the case of other ordinances. An ordinance amending a city charter shall not become effective until 90 days after passage and publication or at such later date as is fixed in the ordinance. Within 60 days after passage and publication of such an ordinance, a petition requesting a referendum on the ordinance may be filed with the city clerk. The petition must be signed by registered voters equal in number to at least five percent of the registered voters in the city or 2,000, whichever is less. If the requisite petition is filed within the prescribed period, the ordinance shall not become effective until it is approved by the voters as in the case of charter amendments submitted by the charter commission, the council, or by petition of the voters, except that the council may submit the ordinance at any general or special election held at least 60 days after submission of the petition, or it may reconsider its action in adopting the ordinance. As far as practicable the requirements of subdivisions 1 to 3 apply to petitions submitted under this section, to an ordinance amending a charter, and to the filing of such ordinance when approved by the voters.

History: (1286) RL s 756; 1907 c 199 s 1; 1911 c 343 s 1; 1939 c 292 s 1; 1943 c 227 s 1; 1949 c 122 s 1; 1959 c 305 s 3,4; 1961 c 608 s 5,6; 1969 c 1027 s 3; 1973 c 503 s 1-4; 1986 c 444; 1998 c 254 art 1 s 107; 1999 c 132 s 42; 2005 c 93 s 1; 2008 c 331 s 7; 2010 c 184 s 43

CC Regular Session

7.0.

Meeting Date: 01/10/2023

Submitted For: Sean Sullivan, Community Development

By: Wendy Schlueter, Community Development

Information

Title

Approve Business Licenses - **Please Note: this case was pulled from the Consent Agenda 5.3 to be considered as case 7.0 on the Regular Agenda - to be heard before the Public Hearings.**

Purpose/Background:

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

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

Recommendation:

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

Action:

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

Attachments

Business License Applications

Form Review

Inbox

Sean Sullivan

Brian Hagen

Form Started By: Wendy Schlueter

Final Approval Date: 01/13/2023

Reviewed By

Sean Sullivan

Brian Hagen

Date

01/04/2023 12:22 PM

01/04/2023 05:11 PM

Started On: 01/03/2023 10:26 AM

Report Name: License Report - License Types

Council Dates: 1/10/2023 to 1/10/2023

Status: Active, Inactive

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

City of Ramsey License Report - License Types

Printed: 1/3/2023

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>
Temporary Intoxicating						
Northern Starz Childrens Theatre	Rachel Anne Bohnsack	5300 Alpine Dr NW 200	Northern Starz	1/22/2023	1/10/2023	A
Northern Starz Childrens Theatre	Rachel Anne Bohnsack	5300 Alpine Dr NW 200	Northern Starz	2/12/2023	1/10/2023	A
Northern Starz Childrens Theatre	Rachel Anne Bohnsack	5300 Alpine Dr NW 200	Northern Starz	2/19/2023	1/10/2023	A
Northern Starz Childrens Theatre	Rachel Anne Bohnsack	5300 Alpine Dr NW 200	Northern Starz	2/26/2023	1/10/2023	A

Temporary Intoxicating License Count: 4

Tobacco

Norman Tobacco LLC	Noman Mohamed Ali Hussein	7962 Sunwood Dr NW 300		12/31/2023	1/10/2023	A
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Tobacco License Count: 1

Total Licenses: 5

Meeting Date: 01/10/2023

By: Bruce Westby, Engineering/Public Works

Information

Title:

Receive Plan Review Updates for Improvement Project #21-09, Centralized Water Treatment Plant

Purpose/Background:

Purpose:

The purpose of this case is to receive plan review updates from the new Project Manager at Advanced Engineering and Environmental Services (AE2S) for Improvement Project #21-09, Centralized Water Treatment Plant.

Background:

On October 25, 2022, Aaron Vollmer, the new project manager from AE2S for the City of Ramsey's proposed water treatment plant, was introduced to the City Council. At that meeting, Mr. Vollmer was asked several questions related to opportunities for reducing project costs. Since then, Mr. Vollmer has been reviewing the plans and specifications to better familiarize himself with the design, to make sure he is comfortable with the design plans developed by the former AE2S project manager, and to determine if any cost reduction opportunities exist. Mr. Vollmer has since reviewed the plans and specifications and is prepared to provide an update of his findings to the City Council. Mr. Vollmer will also try to address any remaining City Council comments and/or questions at this meeting.

Staff and Mr. Vollmer are planning to present final plans and specifications for improvement project #21-09 to the City Council on January 24, 2023, and to request Council approval of the plans and authorization to advertise for bids.

Mr. Vollmer plans to present information on his findings as they pertain to cost savings adjustments, design revisions, and tentative project schedule.

Notification:

Notifications are not required for this case.

Time Frame/Observations/Alternatives:

Staff estimates this case will take up to 30 minutes to present and respond to questions.

Funding Source:

Not applicable.

Recommendation:

Staff recommends receiving plan review updates from Mr. Vollmer and asking any remaining questions to ensure that their comments will be incorporated into the plans when presented to Council on January 24, 2023.

Outcome/Action:

Receive plan review updates for Improvement Project #21-09, Centralized Water Treatment Plant.

Attachments

No file(s) attached.

Form Review

Inbox

Brian Hagen

Form Started By: Bruce Westby

Final Approval Date: 01/05/2023

Reviewed By

Brian Hagen

Date

01/05/2023 03:09 PM

Started On: 12/30/2022 03:36 PM

Meeting Date: 01/10/2023

By: Sean Sullivan, Community Development

Information

Title:

Adopt Ordinance #23-01 Amending City Code Section 26 Article XIX - Mobile Food Units

Purpose/Background:

Councilors Howell and Musgrove requested this case. The purpose of this case is to consider Ordinance #23-01 to revise City Code, Section 26, Article XIX (sections 26-872 and 26-875) - Mobile Food Trucks to remove the requirement for a background checks, to remove items used to issue or revoke a license, and to allow Mobile Food Trucks to operate without a license on Private property for Private events that are not open to the public.

The City Council adopted Ordinance 22-25 separating mobile food units (food trucks) from the Transient Merchant licensing section on code. This ordinance has an effective date of January 2, 2023. Ordinance 22-25 requires the Ramsey Police Department to conduct a background check on order to issue the license. This requirement will remain in place until a subsequent ordinance is adopted removing this requirement. There was discussion about not requiring a background check during the 2023 Rates & Fees Schedule adoption at the November 22, 2022 Council meeting. The fee requirement for the background check was eliminated, however, the provision requiring the background check falls under Section 26, Article XIX as adopted by Ordinance 22-25.

Further discussion by the City Council at the December 13, 2022 City Council meeting resulted in additional changes to the proposed ordinance relating to requirements for obtaining a license and removing reasons for denial.

Notification:

Staff has consulted with the City attorney and it has been determined that no public hearing for this ordinance is required. Ordinance 23-01 will be reposted with changes made at the December 13, 2022 City Council Meeting until its adoption/effective date.

Observations/Alternatives:

Staff has been asked to put together an amended Ordinance removing the requirement of a background check for Mobile Food Unit licensing, removal of past conviction of any crime or misdemeanor involving fraud, theft or moral turpitude, or any crime of violence as defined in Minn. Stats. § 624.713 from Sec. 26-875 NON-ISSUE/DENIAL and Removing the requirement for mobile food truck licensing on private property for private events not open to the public from Sec. 26-872 LICENSE REQUIREMENTS. Sections 26-872 and 26-875 are proposed to be amended as follows:

Sec. 26-872 LICENSE REQUIREMENTS.

(A) *License required.* It is unlawful to operate a mobile food unit within the city or engage in any enterprises described herein, unless a license has been obtained. Each license must be obtained in accordance with the requirements of the city code. Mobile food units operating on private property for private events not open to public are not required to obtain a license.

(B) *General licensing.* The application for such licenses must be made on forms furnished by the city and must describe the general nature of the business, the permanent business location, commissary kitchen, and any other information deemed necessary by the city.

(C) *License expiration.* Licenses issued pursuant to this chapter commence and expire on the dates indicated on the license certificate. All mobile food unit licenses will be issued for the applicable license year.

(D) *Transfer and display of license.*

1. Only a person who complies with the requirements of this chapter is entitled to receive a license.
2. A license is not transferable as to person.
3. A valid license must be located on the mobile food unit and posted so that it is clearly visible to the public.
4. All approved licenses must have a photo taken and an identification badge issued. Such photo identification badge must be worn whenever business is being conducted.

(E) *Anoka County Health or Minnesota Department of Agriculture License Required.* As part of the City license application, evidence of an active health license issued by Anoka County or Minnesota Department of Agriculture is required for each mobile food unit. Expiration or revocation of these licenses will automatically void the City license.

~~(F) *Background Checks*—Every application shall bear the written report and recommendation of the chief of police. The police chief or his designee shall immediately institute an investigation of the applicant including, but not limited to, a criminal history and wanted persons check with the Bureau of Criminal Apprehension, for the protection of the public good.~~

(F) *Insurance* - The Applicant shall carry a general policy of liability insurance which shall provide a limit of coverage of not less than \$300,000/\$100,000 for bodily injury and \$25,000 for property damage. Mobile Food Units operating on any public property must provide a certificate of insurance showing the City listed as coinsured.

(G) *Adequate Parking / Traffic Flow* - No mobile food unit license shall be issued for any location which does not have sufficient parking for customers and for areas where customer parking would interfere with normal traffic flow.

and;

Sec. 26-875 NON-ISSUE/DENIAL.

~~(A) If as a result of a background investigation, the applicant is found to be unsatisfactory, the chief of police shall endorse on such application his/her disapproval and the reasons for the same, and return the application to the licensing agent, who will in turn bring the request with recommendation for denial to the city council. The police chief must comply with the provisions of Minn. Stats. ch. 364 if the recommendation for denial is based in whole or in part upon prior criminal convictions. If the council denies the issuance of a license, the licensing agent shall notify the applicant that his/her application is disapproved and no permit shall be issued.~~

(A) Any applicant may be found to be unsatisfactory for reasons including, but not solely limited to:

- (1) Fraud, misrepresentation or incorrect statement contained in the application for permit.
- (2) Past fraud, misrepresentation or incorrect statement made in the course of carrying on a business.
- ~~(3) Past conviction of any crime or misdemeanor involving fraud, theft or moral turpitude, or any crime of violence as defined in Minn. Stats. § 624.713.~~
- (3) Conducting the business in an unlawful manner or in such a manner as to constitute a breach of peace or to constitute a menace to the health, safety or general welfare of the public.

This will be the second reading of Ordinance #23-01.

Alternatives:

1. Adopt Ordinance #23-01 as presented
2. Adopt Ordinance #23-01 with modifications
3. Postpone action to further refine draft ordinance
4. Something else.

Funding Source:

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

Recommendation:

Based on discussion

Action:

Motion to waive the City Charter Requirement that the Ordinance be read aloud and adopt Ordinance #23-01 Amending City Code Section 26 Article XIX - Mobile Food Units

Attachments

ACTION - DRAFT Ordinance #23-01 (Revised)

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	01/04/2023 05:28 PM
Form Started By: Sean Sullivan		Started On: 01/03/2023 08:04 AM
Final Approval Date: 01/05/2023		

ORDINANCE #23-01

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

**AMENDMENT TO CHAPTER 26
OF THE CITY CODE OF RAMSEY, MINNESOTA.**

**AN ORDINANCE AMENDING CHAPTER 26 FOR BUSINESS LICENSING
REGULATION**

The City of Ramsey ordains:

SECTION 1. AUTHORITY

This ordinance is adopted pursuant to and under the authority of the City Charter of the City of Ramsey.

SECTION 2. AMENDMENT TO CITY CODE SECTION 26

The current City Code Chapter 26, Article XIX, (sections 26-872 and 26-875) is amended as follows (additions indicated by underline, deletions indicated by ~~striketrough~~):

Chapter 26 Article XIX - Mobile Food Units

DIVISION 1 – GENERALLY

Sec. 26-870 FINDINGS AND PURPOSE.

(A) *Purpose.* This chapter is enacted to establish standards for the regulation of mobile food units to protect the health, safety and general welfare of the people of the city.

(B) *Objectives.* The general objectives of this chapter are as follows:

- (1) To ensure standards for the proper placement and operation of mobile food units.
- (2) To meet consumer expectations of the safety of mobile food units.
- (3) To ensure the temporary nature of this type of business.

(C) *Scope.* This chapter is applicable to all mobile food units where food, meals, snacks, beverages, or ingredients thereof are stored, prepared, and sold for consumption on or off the premises. This includes all City-sponsored, public, private, or special events located in the city.

Sec. 26-871 DEFINITIONS.

For the purpose of this section, the following definitions apply unless the context clearly indicates or requires a different meaning.

CITY. The City of Ramsey and its designated employees or person-in-charges.

MOBILE FOOD UNIT. A self-contained food service operation, located in a readily movable motorized wheeled or towed vehicle, used to store, prepare, display or serve food intended for individual portion service that is readily movable without disassembling, or as defined in M.S. § 157.15, Subd. 9. This definition includes a smoker trailer, either attached or detached from the mobile food unit.

DIVISION 2 – LICENSE

Sec. 26-872 LICENSE REQUIREMENTS.

(A) *License required.* It is unlawful to operate a mobile food unit within the city or engage in any enterprises described herein, unless a license has been obtained. Each license must be obtained in accordance with the requirements of the city code. Mobile food Units operating on private property for private events not open to public are not required to obtain a license.

(B) *General licensing.* The application for such licenses must be made on forms furnished by the city and must describe the general nature of the business, the permanent business location, commissary kitchen, and any other information deemed necessary by the city.

(C) *License expiration.* Licenses issued pursuant to this chapter commence and expire on the dates indicated on the license certificate. All mobile food unit licenses will be issued for the applicable license year.

(D) *Transfer and display of license.*

1. Only a person who complies with the requirements of this chapter is entitled to receive a license.
2. A license is not transferable as to person.
3. A valid license must be located on the mobile food unit and posted so that it is clearly visible to the public.
4. All approved licenses must have a photo taken and an identification badge issued. Such photo identification badge must be worn whenever business is being conducted.

(E) *Anoka County Health or Minnesota Department of Agriculture License Required.* As part of the City license application, evidence of an active health license issued by Anoka County or Minnesota Department of Agriculture is required for each mobile food unit. Expiration or revocation of these licenses will automatically void the City license.

~~(F) *Background Checks* – Every application shall bear the written report and recommendation of the chief of police. The police chief or his designee shall immediately institute an investigation of the applicant including, but not limited to, a criminal history and wanted persons check with the Bureau of Criminal Apprehension, for the protection of the public good.~~

(F) *Insurance* - The Applicant shall carry a general policy of liability insurance which shall provide a limit of coverage of not less than \$300,000/\$100,000 for bodily injury and \$25,000 for property damage. Mobile Food Units operating on any public property must provide a certificate of insurance showing the City listed as coinsured.

(G) *Adequate Parking / Traffic Flow* - No mobile food unit license shall be issued for any location which does not have sufficient parking for customers and for areas where customer parking would interfere with normal traffic flow.

Sec. 26-873 LICENSE FEES.

(A) *Fees.* Fees for licenses issued hereunder must be in the amount set forth by the City Council. An additional fee will be charged for each additional mobile food unit that is separate, distinct or unique from the central or main food establishment.

Sec. 26-874 INSPECTIONS.

(A) *Inspection authorized.* The City may inspect each mobile food unit's site to ensure compliance with the standards set forth in Chapter 117 or other chapters of City Code.

(B) *Interference with Health Authority.* It is unlawful to interfere with or hinder the Health Authority in the performance of its duties, or refuse to permit the Health Authority to make such inspections.

(C) *Removal and correction of violations.* The owner, or operator, or person-in-charge of a mobile food unit, upon receipt of a report giving notification of one or more violations of this chapter or Chapter 117, must correct or remove each violation in a reasonable length of time as determined by the City.

(D) *Penalties.* Failure to correct violations can result in revocation of the City license or misdemeanor citation.

Sec. 26-875 NON-ISSUE/DENIAL.

~~(A) If as a result of a background investigation, the applicant is found to be unsatisfactory, the chief of police shall endorse on such application his/her disapproval and the reasons for the same, and return the application to the licensing agent, who will in turn bring the request with recommendation for denial to the city council. The police chief must comply with the provisions of Minn. Stats. ch. 364 if the recommendation for denial is based in whole or in part upon prior criminal convictions. If the council denies the issuance of a license, the licensing agent shall notify the applicant that his/her application is disapproved and no permit shall be issued.~~

(A) Any applicant may be found to be unsatisfactory for reasons including, but not solely limited to:

- (1) Fraud, misrepresentation or incorrect statement contained in the application for permit.
- (2) Past fraud, misrepresentation or incorrect statement made in the course of carrying on a business.
- ~~(3) Past conviction of any crime or misdemeanor involving fraud, theft or moral turpitude, or any crime of violence as defined in Minn. Stats. § 624.713.~~
- (3) Conducting the business in an unlawful manner or in such a manner as to constitute a breach of peace or to constitute a menace to the health, safety or general welfare of the public.

Sec. 26-876 - REVOCATION

Any license may be revoked by the council for a violation of any provision of this Code if the licensee has been given a reasonable notice of seven days and an opportunity to be heard.

Sec. 26-877 - USE OF DEVICES TO ATTRACT ATTENTION PROHIBITED

No person licensed under this article shall call attention to his business or to his merchandise by crying out, by blowing a horn, by ringing a bell, by any sound-amplified devices, or by any loud or unusual noise, unless otherwise noted in the permit application.

SECTION 3. SUMMARY

The following official summary of Ordinance #23-01 has been approved by the City Council of the City of Ramsey as clearly informing the public of the intent and effect of the Ordinance.

Ordinance #23-01 amends Chapter 26, Article XIX, (sections 26-872 and 26-875) to:

- 1) Remove the requirement for a background check for a Mobile Food Unit business licensing requirement

- 2) Removal of past conviction of any crime or misdemeanor involving fraud, theft or moral turpitude, or any crime of violence as defined in Minn. Stats. § 624.713 from Sec. 26-875 NON-ISSUE/DENIAL.
- 3) Removing the requirement for mobile food truck licensing on private property for private events not open to the public from Sec. 26-872 LICENSE REQUIREMENTS.

SECTION 4. EFFECTIVE DATE

This ordinance becomes effective 30 days after its passage and publication, subject to City Charter Section 5.04.

PASSED by the City Council of the City of Ramsey, Minnesota, the ___ day of _____, 2023.

Mayor

ATTEST:

City Clerk

Introduction date: December 13, 2022

Posting dates:

Adoption date:

Publication date:

Effective date:

Meeting Date: 01/10/2023

By: Brian Hagen, Administrative Services

Information

Title:

Approval of Verizon Cell Tower Term Sheet

Purpose/Background:

MD7, on behalf of Verizon Wireless, has presented the City with a proposed term sheet to identify amendments to a Cell tower Lease. The original lease began in 2001 and is in its final years under the original terms. The proposal largely leaves the terms unchanged except for the monthly rent rate, rent escalators, additional renewal terms and a guarantee to the rental income over the next five years. Earlier in 2022, the proposed change would have dropped the monthly rate from its current approximately \$3,303/month to \$1,800/month. MD7 has explained the proposed reduction to the rent amount directly associated with changing technology and Verizon not requiring as many sites that hold the 4G cell technology. At the November 22, 2022 Work Session, Council directed staff to continue negotiations to establish a final offer. Furthermore, Council supported staff preparing a minor language amendment to present to Verizon as well. The language is related to access to the site, damage and general site clean up.

As discussions continued, MD7 has provided a final term sheet and has asked for Council to consider the offer. If supported, MD7 would present the consideration to Verizon and at such time a formal lease amendment would be brought back for final consideration. The final terms being offered are as follows:

- New Rent Amount: \$2,000/month
- New Rent Escalator: 10 percent (10%) every term - 5 years (next increase in 2028)
- Additional Renewal Terms: Four additional five year terms
- Guaranteed rental income to the City for the next 60 months (\$120,000)

Under the final proposal, the maximum length of the lease agreement would be 25 five years. If the maximum time frame occurred and the terms were implemented under the beginning monthly rate of \$2,000, the maximum revenue generated by the lease would be approximately \$732,612 over the next 25 years.

For comparison, the City is leasing an area of land within a park for a cell tower. Under this lease, the City receives land rental income and revenue sharing from the tower owner based on lease(s) they hold with carriers. This lease currently generates approximately \$1,600/month from the land lease and \$900/month from the revenue share, or \$2,500 in total per month.

Time Frame/Observations/Alternatives:

Alternative 1: Support the proposed term sheet provided by MD7 and the amended lease language proposed by staff.

Alternative 2: Do not support the proposed term sheet. This likely would cause the lease to terminate upon its coming end date in 2026.

Alternative 3: Propose a counter offer for Verizon to consider. They may choose not to accept and eliminate this site from their inventory upon the current lease termination.

Recommendation:

Support term sheet dated December 21, 2022 and amended lease language proposed by staff. This would potentially provide over \$700,000 in revenue over the next 25 years. This revenue is identified in our annual budget and offsets the tax levy certified to Ramsey properties.

Outcome/Action:

Motion to support term sheet dated December 21, 2022 and amended lease language proposed by staff.

Attachments

Verizon Proposed Term Sheet
Proposed Amended Lease Language
Verizon Active Review Letter
Master Contract

Form Review

Inbox

Brian Hagen

Form Started By: Brian Hagen

Final Approval Date: 01/05/2023

Reviewed By

Brian Hagen

Date

01/05/2023 12:47 PM

Started On: 12/21/2022 12:09 PM



December 21, 2022

City Of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

ATTN: Brian Hagen

Site Name: Min Isotope

Site ID: 140285

Dear Brian,

As discussed during our telephone conversation, MD7, LLC is working with Verizon Wireless to facilitate certain modifications to the cell site lease ("Lease") on your property. These modifications will allow Verizon Wireless to meet current business requirements and enhance your site's value to the overall network.

Changes in the Wireless Industry

Recent industry developments are changing how wireless telecommunications carriers operate. In the past, carriers primarily focused on rapidly building out their networks in order to provide the best coverage. Today, while consumers are enjoying greater services and better coverage, operating costs continue to escalate. As a result of this shift, Verizon Wireless is re-evaluating its network. Network engineers are reviewing which communications facilities will remain active in the network to reduce expenses and streamline operations.

Criteria for Cellular Site Retention and Rent Guarantee Period

Verizon Wireless would like to include this site in its long-term portfolio under the following terms:

- **New Rent Amount: \$2,000.00 per monthly, commencing on 1/1/2023**
- **New Rent Escalator: Ten Percent (10%) every Term - 5 years (next increase on 1/1/2028)**
- **Additional Renewal Terms: Four (4) additional five (5) year renewal terms**

Verizon Wireless will modify its termination rights under the Lease to guarantee your rental income at an amount of \$120,000.00 for the next 60 months.

The foregoing proposal does not constitute a binding offer to amend the Lease. No legal obligation is created by this letter or any other written or oral communications until an Amendment to the Lease is signed by both Landlord and Verizon Wireless. Verizon Wireless values its affiliation with you and hopes that you choose to secure your site(s) to continue a long and mutually profitable relationship in the years to come. In your submission request I will include your redlines. I will follow up with you on January 11th for your final decision.

Sincerely,

Marvin Robertson



D 469 640 4805

MRobertson@md7.com

Additional Lessee Duties and Responsibilities. The parties expressly recognize that this lease is for a location on a municipal water tower which is part of an essential public service being provided to the public by Lessor. That facility and its use is the primary function of the premises and has priority over any other use thereon. Lessee shall not install equipment in any location or manner that will negatively impact the ability of Lessor's employees or agents from safely using the water tower.

Any damage to Lessee's property, and the water tower in particular, caused by the installation or maintenance of Lessee's equipment by its employees or agents shall be the immediate responsibility of the Lessee who will reimburse Lessor for any and all costs of repair. Lessee agrees to allow Lessor's employees or agents to complete all required repair work. Lessee agrees to pay for required repairs within 30 days of receipt of invoice from Lessor. Lessee shall provide to Lessor no less than one week written notice of any need to access its equipment on Lessor's premises and shall follow all reasonable directives of the Lessor intended to minimize any damage thereon.

In the event access is required on an emergency basis by Lessee, Lessee shall immediately contact the Lessor, and the City Engineer in particular, of the need for such emergency actions and will follow all reasonable directives from Lessor on the manner of its access and use of the premises. Lessee will be responsible for removing any debris from the premises following any work on the premises by Lessee.

When necessary for maintenance, Lessor may require the Lessee to remove its equipment and install it on a temporary pole on the site and to reinstall it on the premises after completion of the maintenance. Lessor will provide reasonable notice to Lessee when such a removal would be required.



August 19, 2022

Vacation Village At Bonaventure
16461 Racquet Club Rd
Bedminster, NJ 07921

ATTN: Craig Olsen

Site Name: Vacation Village

Site ID: 131924

Dear Craig,

We are contacting you in an effort to discuss how we can work together to enhance your site's value to the Verizon network.

Verizon is instituting a program to evaluate the terms and conditions of leases that have been flagged for review by our Network Real Estate team. We would like to explore renegotiation options with you, and create an improved agreement that serves both parties well into the future. Terms that we must implement in all long-term leases include:

- "Expansion of Permitted Use": In its simplest form, gives the tenant the right to add, exchange or modify new equipment and/or add new technology or frequency within the same square footage they are currently renting without an additional charge
- Rents and escalators reduced to competitive rates to maintain sustainability for the next 30 years.

Please review the specifics of our Lease agreement and contact us to enter into discussions regarding a new, modified contract. For new terms consistent with the above, Verizon will consider additional term extensions. Your prompt reply would be appreciated within 30 days of receipt of this letter, via email or phone call as designated below.

As a sister initiative, Verizon will also evaluate alternative locations that may provide more amenable terms.

Please reference your Site ID in your response so that we may ensure your response is documented accordingly. Verizon values its association with you and looks forward to continuing this relationship for the long term.

Sincerely,

ShaRon E. J. Bynum
Senior Manager – Planning and Partnerships
Verizon Wireless



Call or Email Responses to:

Marvin Robertson

MD7 - Authorized Agent of Verizon

Office - (469) 640-4805

10590 West Ocean Air Dr Ste 300, San Diego, CA 92130

WATER TOWER LEASE AGREEMENT

This Lease Agreement, made this 12th day of June, 2001, between the City of Ramsey, a Minnesota Municipal Corporation, 15153 Nowthen Boulevard, Ramsey, Minnesota, 55303, Tax ID #41-0910476 ("LESSOR"), and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a limited liability company, with its principal offices at 180 Washington Valley Road, Bedminster, New Jersey, 07921, ("LESSEE"). The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. LEASED TOWER SITE. LESSOR owns a Water Tower ("Tower"), located in the City of Ramsey, Anoka County, State of Minnesota, on real property legally described as follows:

That part of the Northeast Quarter of the Southwest Quarter of Section 25, Township 32, Range 25, Anoka County, Minnesota described as follows: Commencing at the Southwest corner of said Northeast Quarter of the Southwest Quarter; thence Easterly on an assumed bearing of North 89 degrees 51 minutes 23 seconds East, along the Southerly line of said Northeast Quarter of the Southwest Quarter a distance of 469.93 feet; thence Northerly a distance of 208.74 feet along a nontangential curve concave to the West having a radius of 260.00 feet, a central angle of 46 degrees 00 minutes 00 seconds and the chord of said curve bears North 5 degrees 12 minutes 55 seconds East and is 203.18 feet in length; thence North 17 degrees 47 minutes 05 seconds West, tangent to said curve a distance of 50.00 feet; thence Northerly a distance of 151.47 feet along a tangential curve concave to the East having a radius of 340.00 feet and a central angle of 25 degrees 31 minutes 31 seconds to THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; thence Northeasterly a distance of 178.48 feet along the continuation of said curve having a radius of 300.00 feet and a central angle of 30 degrees 04 minutes 38 seconds to the intersection with the Southwesterly right-of-way line of County State Aid Highway No. 5; thence Northwesterly a distance of 52.63 feet along said right-of-way line on a nontangential spiral offset curve concave to the Northeast having a chord which bears North 46 degrees, 28 minutes, 58 seconds West and is 52.63 feet in length; thence North 46 degrees 24 minutes 34 seconds West, along said right-of-way line and tangent to said curve, a distance of 147.60 feet; thence South 43 degrees 35 minutes 26 seconds West a distance of 200.00 feet; thence South 46 degrees 24 minutes 34 seconds East a distance of 214.29 feet; thence South 82 degrees 15 minutes 34 seconds East a distance of 60.00 feet to the point of beginning.

(the "Tower Site")

LESSOR hereby leases to LESSEE the following:

- (a) A parcel of land 720 square feet as shown on **EXHIBIT A** attached hereto and made a part hereof, which is a 20 foot by 36 foot parcel of land contained within the Tower Site and which 20 foot by 36 foot parcel of land is the Leased Real Property (the "Leased Real Property");
- (b) The non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day over and across the LESSOR's existing access to the Tower Site from Dysprosium Street NW (the "Access Easement");
- (c) A portion of the LESSOR's water tower located on the Tower Site between a minimum height of 20 feet and a maximum height of 160 feet measured from grade as more particularly shown on **EXHIBIT C** attached hereto and made a part hereof, on which directional antennas, connecting cables and appurtenances will be attached and located, the exact location of each to reasonably be approved by LESSOR's Street Maintenance Supervisor, together with a non-exclusive easement for reasonable access thereto and for adequate utility services, including sources of electric and telephone facilities also shown on **EXHIBIT C** (the "Leased Water Tower Space").

The "Leased Real Property", the "Access Easement" and the "Leased Water Tower Space" are all collectively referred to herein as the "Leased Premises".

LESSOR hereby grants permission to LESSEE to install, maintain and operate communications equipment on the Leased Premises.

LESSEE shall provide LESSOR with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all antenna facilities. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and antenna facilities actually placed on the Leased Premises.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Tower Site, and said survey shall then become **EXHIBIT B** which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and **EXHIBIT A**. Cost for such work shall be borne by the LESSEE.

3. TERM. This Lease Agreement shall be effective as of the date of execution by both parties, provided however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments will be due. The annual rental rate shall be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at least thirty (30) days in advance of any rental payment date. The Commencement Date is defined as the first (1st) day of the month following the date this Lease Agreement is executed by the parties or the first (1st) day of the month following the date LESSEE is granted a building permit by LESSOR, whichever event occurs last.

The annual rental rate for the first year following the Commencement Date shall be Twenty-Four Thousand and 00/100 Dollars (\$24,000). The annual rental for the second year and each succeeding year shall be increased to the annual rental determined thereof by a formula as follows:

Renewal Rent = (Basic Rent) + ((IR-IL)/IL X Basic Rent)

Definitions: IR is the Consumer Price Index for the month which is three (3) months immediately preceding the month in which the second year and each succeeding year commence.

IL is the Consumer Price Index for the month which is three 3 months immediately preceding the month in which this Lease commenced.

"Consumer Price Index" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for Urban Wage Earners and Clerical Workers for All Items (CPI-W) - U.S. City average or shall mean the successor thereto. In the event the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of the rent for the second year and each succeeding year shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish the same, then with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by Prentice Hall, Inc., or any other nationally recognized publisher or similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as LESSOR and LESSEE may agree upon shall be substituted for the Consumer Price Index, and if they are unable to agree, then such matter shall be submitted to arbitration in accordance with the then existing commercial rules of arbitration of the American Arbitration Association at the American Arbitration Association office nearest the LESSOR.

4. EXTENSIONS. This Lease Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. USER PRIORITY. LESSEE agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease Agreement is in effect, and LESSEE's use shall be subordinate accordingly:

- (a) LESSOR;
- (b) Public safety agencies, including law enforcement, fire, and ambulance services, that are not part of the LESSOR;
- (c) Other governmental agencies where use is not related to public safety; and
- (d) Government-regulated entities whose antennae offer a service to the general public for a fee, in a manner similar to a public utility, such as long distance and cellular telephone, not including radio or television broadcasters.

6. TERMINATION BY LESSOR. The LESSOR may terminate this Lease Agreement if it determines that any one of the following conditions exist:

Handwritten notes:
24,200
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24,200
2003²⁰
May 30 (June 17) 02
175.8
May 30, 2001
174.4

- (a) A potential user of the Tower with a higher priority cannot find another adequate location and the potential use would be incompatible with the existing use by LESSEE;
- (b) LESSEE's frequency broadcast unreasonably interferes with other users of a higher priority, regardless of whether or not this interference was adequately predicated in the technical analysis; or
- (c) LESSEE violates any of the standards of LESSOR's Ordinance 97-08 or any amendments thereto or the other conditions contained herein.

Before taking action, the LESSOR will provide thirty (30) days notice to the LESSEE of the intended termination and the reasons for it, and provide an opportunity for the LESSEE to address the LESSOR regarding the proposed action. This procedure need not be followed in emergency situations.

7. LEASE TERMINATION. Except as otherwise provided herein, this Lease Agreement may be terminated upon thirty (30) days written notice to the other Party as follows:

- (a) By either Party upon a default of any covenant or term hereof by the other Party, which default is not cured within thirty (30) days of receipt of written notice of default to the other Party (without, however, limiting any other rights of the Parties pursuant to any other provisions hereof);
- (b) By LESSOR, upon 120 days' prior written notice to LESSEE, if its Council decides, for any reason, to redevelop the Leased Premises in a manner inconsistent with continued use of the Leased Premises by LESSEE and/or discontinue use of the Tower for all purposes;
- (c) By LESSOR if it determines that the Tower is structurally unsound, including, but not limited to, consideration of age of the Tower, damage or destruction of all or part of the Tower on the Leased Premises from any source, or factors relating to condition of the Leased Premises;
- (d) By LESSOR if it determines that a potential user with a higher priority under subparagraph 6(a) above cannot find another adequate location, or the antenna facilities unreasonably interfere with another user with a higher priority, regardless of whether or not such an interference was predicted in the initial interference study that was part of the application process, provided that for a one year period after termination under this subparagraph, LESSOR shall not lease the Leased Premises to another party with equal or lesser priority for the same use as that of LESSEE. In the event LESSOR is unable to eliminate the interference, or reduce it to a level acceptable to LESSEE within a period of thirty (30) days, then LESSEE may terminate this Lease Agreement by giving thirty (30) days written notice to LESSOR. In the event LESSOR becomes aware of significant interference, LESSOR will give LESSEE written notice of the same.
- (e) By LESSOR if it determines that LESSEE has failed to comply with applicable ordinances, or state or federal law, or any conditions attached to Government Approvals granted thereunder, after a public hearing before the LESSOR's Council including revocation of the conditional use permit issued by the LESSOR'S Council in favor of LESSEE dated April 24, 2001.

8. PAYMENT FOR UTILITIES. LESSEE shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith.

9. LIMITATION OF LESSOR'S LIABILITY. If LESSOR terminates this Lease Agreement other than as of right as provided in this Lease Agreement, or LESSOR causes interruption of the business of LESSEE or for any other LESSOR breach of this Lease Agreement, LESSOR's liability for damages to LESSEE shall be limited to the actual and direct costs of equipment removal, relocation or repair and shall specifically exclude any recovery for value of the business of LESSEE as a going concern, future expectation of profits, loss of business or profit or related damages to LESSEE.

10. TEMPORARY INTERRUPTIONS OF SERVICE. If LESSOR determines that continued operation of the antenna facilities would cause or contribute to an immediate threat to public health and/or safety (except for any issues associated with human exposure to radio frequency emissions, which is regulated by the federal government), LESSOR may order LESSEE to discontinue its operation. LESSEE shall immediately comply with such an order.

Service shall be discontinued only for the period that the immediate threat exists. If LESSOR does not give prior notice to LESSEE, LESSOR shall notify LESSEE as soon as possible after its action and give its reason for taking the action. LESSOR shall not be liable to LESSEE or any other party for any interruption in LESSEE's service or interference with LESSEE's operation of its antenna facilities, except as may be caused by the willful misconduct of the LESSOR, its employees or agents. If the discontinuance extends for a period greater than three days, either consecutively or cumulatively, LESSEE shall have the right to terminate this Lease Agreement within its sole discretion.

11. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Leased Premises for the purpose of constructing, maintaining and operating a communications facility and uses incidental and all necessary appurtenances. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Leased Real Property at the discretion of LESSEE (not including the Access Easement). All improvements shall be at LESSEE's expense and the installation of all improvements shall be at the discretion and option of the LESSEE, **EXCEPT** that LESSEE shall be obligated to comply with all those conditions and terms of the Conditional Use Permit ("CUP") dated April 24, 2001 issued by LESSOR's Council. LESSEE shall have the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Lease Agreement provided that any replacement(s) shall not increase tower loading on the water tower and subject to LESSOR's written approval. LESSEE will maintain the Leased Premises in a good condition, reasonable wear and tear excepted. LESSOR will maintain the Tower Site, excluding the Leased Premises, in good condition, reasonable wear and tear excepted. It is understood and agreed that LESSEE's ability to use the Leased Premises is contingent upon it obtaining, after the execution date of this Lease Agreement, all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring

tests which will permit LESSEE use of the Leased Premises as set forth above. LESSOR shall reasonably cooperate with LESSEE in its effort to obtain such approvals. In the event that any of such applications for such Governmental Approvals should be finally rejected or LESSEE determines that such Governmental Approvals may not be obtained in a timely manner or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that LESSEE in its sole discretion will be unable to use the Leased Premises for its intended purposes or the LESSEE determines that the Leased Premises is no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Lease Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. All rentals paid to said termination date shall be retained by the LESSOR. Upon such termination, this Lease Agreement shall become null and void and all the Parties shall have no further obligations including the payment of money, to each other.

12. ACCESS TO TOWER SITE. LESSOR agrees the LESSEE shall have free access to the Tower Site at all times for the purpose of installing and maintaining its equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to the Tower.

13. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in reasonable repair as required by all federal, state, county and local laws for its intended use as a water storage facility. The LESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers.

LESSEE shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in reasonable repair and in a manner suitable to LESSOR so as not to conflict with the use of the surrounding premises by LESSOR. LESSEE shall not unreasonably interfere with the operations of any prior tenant using the structure and shall not interfere with the working use of the water storage facilities thereon or to be placed thereon by LESSOR.

LESSEE shall use no materials in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by LESSEE by using a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

LESSEE shall restore to as good or better condition any part of the Leased Premises which are impacted or affected by LESSEE's construction on the Leased Premises.

14. ADVANCES IN TECHNOLOGY. As technology advances and improved antennas are developed which are routinely used in LESSEE's business, LESSOR may require, in its sole discretion, the replacement of existing antennas with the improved antennas if the new

antennas are more aesthetically pleasing or otherwise foster a public purpose, as long as the installation and use of the improved antennas are practical and technically feasible at this location.

15. INTERFERENCE. LESSEE agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment of the LESSOR or other lessees of the Leased Premises existing as of the date this Lease Agreement is executed by the Parties. In the event LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference, LESSEE will take all steps necessary to correct and eliminate the interference and failing thereto, LESSOR may terminate this Lease Agreement upon thirty (30) days written notice to LESSEE. LESSOR agrees that LESSOR and/or any other tenants of the Leased Premises who in the future take possession of the Leased Premises will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the LESSEE subject to the provisions of section 6. above.

Before installation of its equipment, and before obtaining a building permit, LESSEE, at LESSEE's expense, shall obtain a radio frequency interference study performed by an independent and qualified professional selected by LESSOR showing that LESSEE's intended use will not interfere with existing communications facilities. If the study finds that there is a potential for interference that cannot be reasonably remedied, LESSOR may terminate this Lease Agreement immediately and refund the initial rental to LESSEE.

16. LESSEE COMPLIANCE. All installations and operation in connection with this Lease Agreement by LESSEE shall meet with all applicable Rules and Regulations of the Federal Communications Commission, Federal Aviation Agency and all applicable codes and regulations of the City of Ramsey, Anoka County and State of Minnesota. Under this Lease Agreement, the LESSOR assumes no responsibility for the licensing, operation, and/or maintenance of LESSEE's radio equipment.

17. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Leased Premises by the other Party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, or its servants or agents.

LESSEE agrees to defend, indemnify and hold harmless LESSOR and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by LESSOR or for which LESSOR may be liable in the performance of this Lease Agreement, except those which arise solely from the negligence, willful misconduct, or other fault of LESSOR. LESSEE shall defend all claims arising out of the installation, operation, use, maintenance, repair, removal, or presence of LESSEE's antenna facilities, equipment and related facilities on the Leased Premises.

18. INSURANCE. The Parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Leased Premises, resulting

from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.

19. REMOVAL UPON TERMINATION. LESSEE, upon termination of the Lease Agreement, shall, within ninety (90) days, remove its building(s), antenna structure(s) (except footings), fixtures and all personal property and otherwise restore the Leased Premises to its original condition, reasonable wear and tear excepted. LESSOR agrees and acknowledges that all of the equipment, fixtures and personal property of the LESSEE shall remain the personal property of the LESSEE and the LESSEE shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such time for removal causes LESSEE to remain on the Leased Premises after termination of this Lease Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

20. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants shall peaceably and quietly have, hold and enjoy the Leased Premises.

21. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Leased Premises and has full authority to enter into and execute this Lease Agreement.

22. INTEGRATION. It is agreed and understood that this Lease Agreement contains all agreements, promises and understandings between the LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Lease Agreement is found to be invalid or unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Lease Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Lease Agreement or to exercise any of its rights under the Lease Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Lease Agreement, either in law or in equity.

23. ADDITIONAL MAINTENANCE EXPENSES. Upon notice from LESSOR, LESSEE shall promptly pay to LESSOR all additional LESSOR expenses incurred in maintaining the Leased Premises, including painting or other maintenance of the Leased Premises that are caused by LESSEE's occupancy of the Leased Premises.

24. GOVERNING LAW. This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Minnesota.

25. ASSIGNMENT. This Lease Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Leased Premises is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Lease Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld or delayed.

26. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Ramsey
15153 Nowthen Boulevard
Ramsey, MN 55303
Attention: City Administrator

LESSEE: Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

27. SUCCESSORS. This Lease Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties hereto.

28. RECORDING. LESSOR agrees to execute a Memorandum of this Lease Agreement which LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or rent payments.

29. DEFAULT. In the event there is a default by the LESSEE with respect to any of the provisions of this Lease Agreement or its obligations under it, including the payment of rent, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default

against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

30. ENVIRONMENTAL.

- (a) LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Leased Premises, unless such conditions or concerns are caused by the activities of the LESSEE.
- (b) LESSOR shall hold LESSEE harmless and indemnify the LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Leased Premises or activities conducted thereon, unless such environmental conditions are caused by the LESSEE.
- (c) LESSEE will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Leased Premises, unless such conditions or concerns are caused by the activities of the LESSOR.
- (d) LESSEE shall hold LESSOR harmless and indemnify the LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such compliance results from conditions caused by the LESSOR;

and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Leased Premises or activities conducted thereon, unless such environmental conditions are caused by the LESSOR.

- (e) LESSEE represents and warrants that its use of the Leased Premises will not generate and LESSEE will not store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any hazardous materials, unless LESSEE specifically informs LESSOR thereof in writing twenty-four hours prior to such storage, disposal or transport, or otherwise as soon as LESSEE becomes aware of the existence of hazardous materials on the Leased Premises. The obligations of this representation and warranty shall survive the expiration or other termination of this Lease Agreement.

31. CASUALTY. In the event of damage by fire or other casualty to the Leased Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Leased Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Leased Premises for more than forty-five (45) days, then LESSEE may at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Leased Premises, terminate this Lease Agreement upon fifteen (15) days written notice to LESSOR. Any such notice of termination shall cause this Lease Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease Agreement. Notwithstanding the foregoing, all rental shall abate during the period of such fire or other casualty.

32. CONDEMNATION. In the event of any condemnation of the Leased Premises, LESSEE may terminate this Lease Agreement upon fifteen (15) days written notice to LESSOR if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Leased Premises for more than forty-five (45) days. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Leased Premises for losses related to the antennas, equipment, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Lease Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease Agreement and the parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Lease Agreement.

33. APPLICABLE LAWS. LESSEE shall use the Leased Premises as may be required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Leased Premises in conformance with all applicable, laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE in respect to its use of the Leased Premises.

34. LIMITATION OF LIABILITY. Nothing in the Lease Agreement shall be deemed a waiver of any limitation of liability or defenses under Minnesota Statutes Chapter 466 or any other provision of law.


35. SURVIVAL. The provisions of the Lease Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Lease Agreement. Additionally, any provisions of this Lease Agreement which require performance subsequent to the termination or expiration of this Lease Agreement shall also survive such termination or expiration.

36. CAPTIONS. The captions contained in this Lease Agreement are inserted for convenience only and are not intended to be part of the Lease Agreement. They shall not affect or be utilized in the construction or interpretation of the Lease Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their irrespctive seals the day and year first above written.


LESSOR:

City of Ramsey, a Minnesota
Municipal Corporation


By: 
Print Name: Thomas G. Gamec
Its Mayor

LESSEE:

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
By Cellco Partnership, its sole member

By: 
Print Name: MICHAEL D. MURPHY
Its AREA NETWORK VP-MIDWEST

AND

By: 
Print Name: James E. Norman
Its City Administrator

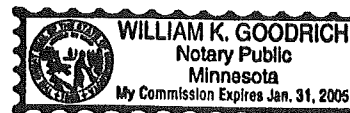
[acknowledgements on following page]

CITY ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 12 day of June 2001, by Thomas G. Gamec and James E. Norman, respectively the Mayor and City Administrator of the City of Ramsey, a Minnesota Municipal Corporation, the City that executed the foregoing instrument, acknowledged said instrument to be the free and voluntary act and deed of the City of Ramsey, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of the City of Ramsey.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



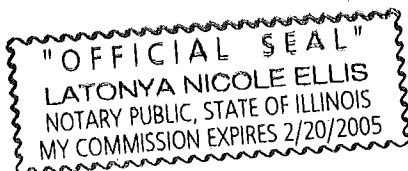
William K. Goodrich
Print or Type Name: _____
Notary Public in and for the State of Minnesota
residing at _____
My Commission Expires: 01/31/2005

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 15th day of AUGUST 2001, before me, the undersigned, a Notary Public in and for the State of ILLINOIS, duly commissioned and sworn, personally appeared MICHAEL IRIZARRY, to me known to be an authorized representative of Cellco Partnership, the sole member of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a limited liability company, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Latonya Ellis
Print or Type Name: Latonya Ellis
Notary Public in and for the State of ILLINOIS
residing at Chicago
My Commission Expires: 2/20/05

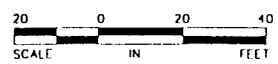
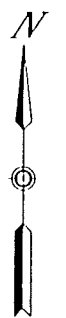
BOUNDARY, TOPOGRAPHIC, LOCATION AND UTILITY SURVEY FOR:

VERIZON WIRELESS

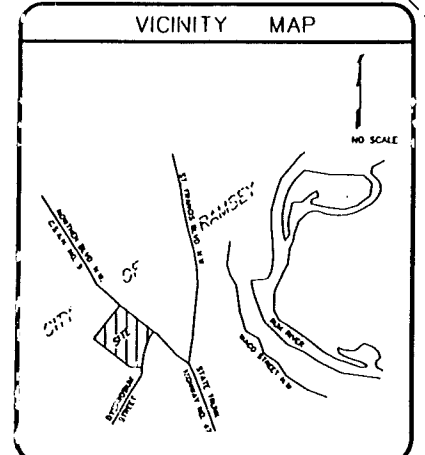
LEGEND

- AGP Denotes above ground pipe
- DIP Denotes ductile iron pipe
- EM Denotes electric meter
- FF Denotes first floor elevation
- G Denotes gutter elevation
- GAS Denotes gas line
- GP Denotes guard post
- CW Denotes curb wire
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- P/PLP Denotes power and light pole
- RCP Denotes reinforced concrete pipe
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- UC/T Denotes underground telephone line
- W Denotes water line
- WMH Denotes water manhole
- WV Denotes water valve
- ARB Denotes Arborvitae
- BR Denotes Birch tree
- CRAB Denotes Crabapple tree
- SPCG Denotes Colorado Green Spruce tree
- TR Denotes deciduous tree

COUNTY STATE AID HIGHWAY NO. 5
(NOWTHEN BOULEVARD)



THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25



THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 25

THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 25, T. 32, R. 25, ANOKA COUNTY.

Coordinates for the center of the water tower per NAD 83 coordinate conversion are as follows:

LATITUDE AND LONGITUDE	
Latitude = N 45°13'54.8"	Longitude = W 93°24'09.1"
MINNESOTA STATE PLANE - SOUTH ZONE	
NORTHING = 1142202.0	EASTING = 2778599.4

PROPOSED LEASE PARCEL DESCRIPTION

That part of the Northeast Quarter of the Southwest Quarter of Section 25, Township 32, Range 25, Anoka County, Minnesota, described as commencing at the northwest corner of the Southwest Quarter of Section 25, thence South 0 degrees 49 minutes 54 seconds West, assumed bearing, along the west line of said Southwest Quarter of Section 25 a distance of 467.12 feet, thence South 79 degrees 04 minutes 30 seconds East a distance of 1723.13 feet, to the point of beginning of the parcel to be described, thence continuing South 79 degrees 04 minutes 30 seconds East a distance of 25.00 feet; thence South 10 degrees 55 minutes 30 seconds West a distance of 48.00 feet, thence North 10 degrees 55 minutes 30 seconds East a distance of 48.00 feet, to the point of beginning.

PROPOSED ACCESS EASEMENT DESCRIPTION

A 20.00 foot easement over, under and across that part of the Northeast Quarter of the Southwest Quarter of Section 25, Township 32, Range 25, Anoka County, Minnesota, the centerline of said easement is described as commencing at the northwest corner of the Southwest Quarter of Section 25; thence South 0 degrees 49 minutes 54 seconds West, assumed bearing, along the west line of said Southwest Quarter of Section 25 a distance of 467.12 feet, thence South 79 degrees 04 minutes 30 seconds East a distance of 1748.13 feet; thence South 10 degrees 55 minutes 30 seconds West a distance of 13.76 feet, to the point of beginning of said centerline to be described, thence South 79 degrees 04 minutes 30 seconds East a distance of 49.93 feet; thence South 61 degrees 32 minutes 51 seconds East a distance of 34.46 feet, to the westerly right of way line of Dysprosium Street and said centerline there terminating. The sidelines of said easement are to be prolonged or shortened to terminate at said westerly right of way line of Dysprosium Street.

PROPERTY DESCRIPTION

Per Burnet Title Commitment File No. LP3713a/00-29850 (Policy No. 163200-29850)

That part of the Northeast Quarter of the Southwest Quarter of Section 25, Township 32, Range 25, Anoka County, Minnesota, described as follows: Commencing at the Southwest corner of said Northeast Quarter of the Southwest Quarter; thence Easterly on an assumed bearing of North 89 degrees 51 minutes 23 seconds East, along the Southern line of said Northeast Quarter of the Southwest Quarter a distance of 459.93 feet; thence Northerly a distance of 208.74 feet along a non-tangential curve concave to the West having a radius of 260.00 feet, a central angle of 46 degrees 00 minutes 00 seconds and the chord of said curve bears North 5 degrees 12 minutes 55 seconds East and is 203.18 feet in length; thence North 17 degrees 47 minutes 05 seconds West, tangent to said curve, a distance of 50.00 feet; thence Northerly a distance of 151.47 feet along a longtential curve concave to the East having a radius of 340.00 feet and a central angle of 25 degrees 31 minutes 31 seconds to the POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; thence Northeasterly a distance of 178.48 feet along the continuation of said curve having a radius of 340.00 feet and a central angle of 30 degrees 04 minutes 38 seconds to the intersection with the Southwesterly right-of-way line of County State Aid Highway No. 5; thence Northwesterly a distance of 52.63 feet along said right-of-way line on a non-tangential spiral offset curve concave to the Northeast having a chord which bears North 46 degrees 28 minutes 58 seconds West and is 52.63 feet in length; thence North 46 degrees 24 minutes 34 seconds West, along said right-of-way line and tangent to said curve, a distance of 147.60 feet; thence South 43 degrees 35 minutes 26 seconds West a distance of 200.00 feet; thence South 46 degrees 24 minutes 34 seconds East a distance of 214.29 feet; thence South 82 degrees 15 minutes 34 seconds East a distance of 60.00 feet to the point of beginning.

NOTE: The radius of 300.00 feet per the Legal Description contained in the title commitment has been changed to 340.00 as shown hereon underlined so that it is a continuation of the 340.00 radius curve.

NOTES:

- 1.) Location and sizes of underground utilities shown hereon are approximate only and are shown based on field location of visible fixtures in combination with available data provided by various sources. Some underground utility locations are shown as marked onsite by those utility companies whose locators responded to our Gopher State One Call, ticket number 50898. Utilities shown are dependent on the completeness and accuracy of data provided. Other underground utilities of which we are unaware may exist. Verify all utilities critical to construction or design.
 - 2.) Contact GOPHER STATE ONE CALL at 651-431-0002 for precise onsite location of utilities prior to any excavation.
 - 3.) Burnet Title Commitment for Title Insurance File No. LP3713a/00-29850, effective date October 19, 2000, was relied upon as to matters of record.
 - 4.) The subject property lies within Zone C, (area of minimal flooding), per the National Flood Insurance Program, Flood Insurance Rate Map Community Panel No. 2706E1C020 B, dated November 1, 1979.
 - 5.) Area = 45,911% Square feet or 1.0377% Acres.
 - 6.) Zoning and setback information as provided by the Community Development Department of the City of Ramsey.
- The subject property is zoned B-1 (Business District).
- The setbacks for zone B-1 (Business District) are:
- Building:
 Front: 35 feet
 Side: 10 feet, side for corner lot 20 feet
 Rear: 35 feet
- Major and minor arterials 60 feet from centerline of road right-of-way plus the local applicable setback
- From service road 35 feet
- Business uses shall not be located closer to an R-1R, R-1U, R2-U district boundary than specified below:
 Structures: 35 feet
 Off-street parking, driveways and outside sales and display areas 35 feet
- See City of Ramsey for complete setback requirements.
- 8.) Survey coordinate and bearing basis: Anoka County Coordinate System.
 Bearings shown in parenthesis are per description.
 - 9.) Benchmarks:
 (Elevations shown are based on Anoka County control)
 - 1.) Mn Dot monument isles located at the intersection of Nowthen Boulevard and Dysprosium Street.
 Elevation = 884.62 feet
 - 2.) Top nut of fire hydrant located at the southeasterly property corner.
 Elevation = 884.80 feet
 - 10.) No indication of welland delineation by qualified welland specialist has been located or observed on site.

We hereby certify that this is a true and correct representation of a survey of the boundaries of the land above described and of the location of all buildings, if any, from or on said land.

Dated this 25th day of June, 2001.

SUNDE LAND SURVEYING, LLC
 By John K. Barnes, R.L.S. Minn Reg No 16456

Sunde Land Surveying, LLC.
 9001 East Bloomington Freeway (35W) • Suite 118
 Bloomington, Minnesota 55470-3435
 Business: 952/881-2455 • FAX: 952/888-9376

MIN ISOTOPE
 COUNTY ROAD 5 & DYSPROSIUM ST.
 Ramsey, Minnesota

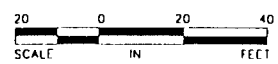
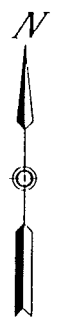
BOUNDARY, TOPOGRAPHIC, LOCATION AND UTILITY SURVEY FOR:

VERIZON WIRELESS

LEGEND

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COUNTY STATE AID HIGHWAY NO. 5
(NOWTHEN BOULEVARD)



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PROPERTY DESCRIPTION

Per Burnet Title Commitment File No. LP3713a/00-29850 (Policy No. 163200-29850)
That part of the Northeast Quarter of the Southwest Quarter of Section 25, Township 32, Range 25, Anoka County, Minnesota described as follows: Commencing at the Southwest corner of said Northeast Quarter of the Southwest Quarter of Section 25, thence East on an assumed bearing of North 89 degrees 51 minutes 23 seconds East, along the Southerly line of said Northeast Quarter of the Southwest Quarter a distance of 469.93 feet; thence North 10 degrees 54 minutes 00 seconds and the chord of said curve bears North 5 degrees 12 minutes 55 seconds East and is 203.18 feet in length; thence North 17 degrees 47 minutes 05 seconds West, tangent to said curve, a distance of 50.00 feet; thence North 10 degrees 54 minutes 31 seconds to the POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; thence North 10 degrees 54 minutes 31 seconds to the intersection of said curve having a radius of 340.00 feet and a central angle of 30 degrees 04 minutes 38 seconds to the intersection with the Southwesterly right-of-way line of County State Aid Highway No. 5; thence Northwesterly a distance of 52.63 feet along said right-of-way line on a nontangential spiral offset curve concave to the North having a chord which bears North 46 degrees 28 minutes 58 seconds West and is 52.63 feet in length; thence North 46 degrees 24 minutes 34 seconds West, along said right-of-way line and tangent to said curve, a distance of 147.60 feet; thence South 43 degrees 35 minutes 26 seconds West a distance of 200.00 feet; thence South 46 degrees 24 minutes 34 seconds East a distance of 214.29 feet; thence South 82 degrees 15 minutes 34 seconds East a distance of 60.00 feet to the point of beginning.

NOTE: The radius of 300.00 feet per the Legal Description contained in the title commitment has been changed to 340.00 as shown hereon underlined so that it is a continuation of the 340.00 radius curve.

NOTES:

- 1.) Location and sizes of underground utilities shown hereon are approximate only and are shown based on field location of visible fixtures in combination with available data provided by various sources. Some underground utility locations are shown as marked onsite by those utility companies whose locators responded to our Gopher State One Call, ticket number 50898. Utilities shown are dependent on the completeness and accuracy of data provided. Other underground utilities of which we are unaware may exist. Verify all utilities critical to construction or design.
- 2.) Contact GOPHER STATE ONE CALL at 651-434-0002 for precise onsite location of utilities prior to any excavation.
- 3.) Burnet Title Commitment for Title Insurance File No. LP3713a/00-29850, effective date October 19, 2000, was relied upon as to matters of record.
- 4.) The subject property lies within Zone C, (area of minimal flooding), per the National Flood Insurance Program, Flood Insurance Rate Map Community Panel No. 27C6810020 B, dated November 1, 1979.
- 5.) Area = 45,191.74 Square feet or 1.0377 acres.
- 6.) Zoning and setback information as provided by the Community Development Department of the City of Ramsey: The subject property is zoned B-1 (Business District). The setbacks for zone B-1 (Business District) are:
Building:
Front: 35 feet
Side: 10 feet, side for corner lot 20 feet
Rear: 35 feet
Major and minor arterials 60 feet from centerline of road right-of-way plus the local applicable setback
From service road 35 feet
Business uses shall not be located closer to an R-1R, R-1U, R2-U district boundary than specified below:
Structures: 35 feet
Off-street parking, driveways and outside sales and display areas 35 feet
• See City of Ramsey for complete setback requirements.
- 8.) Survey coordinate and bearing basis: Anoka County Coordinate System. Bearings shown in parenthesis are per description.
- 9.) Benchmarks:
(Elevations shown are based on Anoka County control)
1.) Mn Dot monument Isles located at the intersection of Nowthen Boulevard and Dysprosium Street.
Elevation = 884.62 feet
2.) Top nut of fire hydrant located at the southeasterly property corner.
Elevation = 884.80 feet
- 10.) No indication of welland delineation by qualified welland specialist has been located or observed on site.

We hereby certify that this is a true and correct representation of a survey of the boundaries of the land above described and of the location of all buildings, if any, from or on said land.

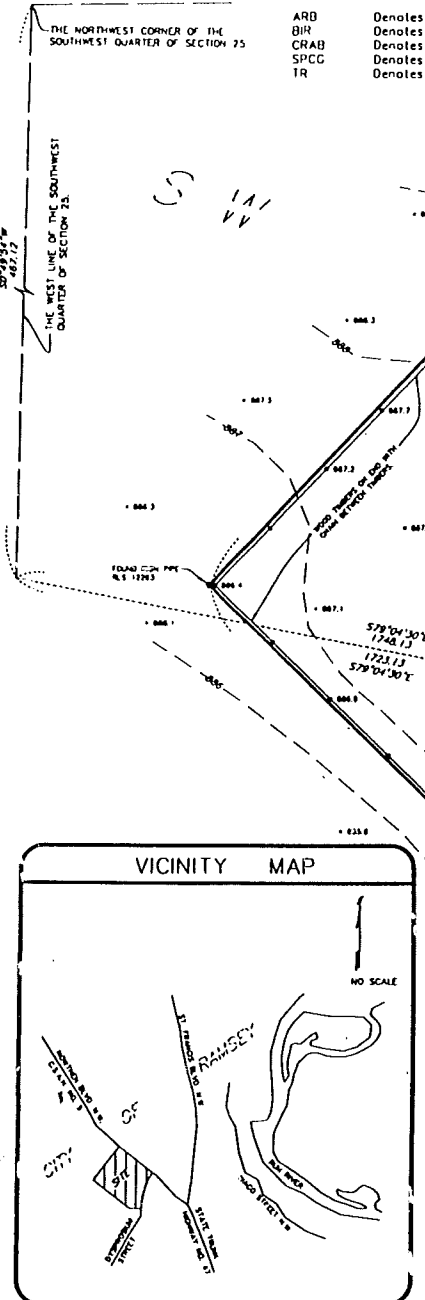
Dated this 25th day of June, 2001.

SUNDE LAND SURVEYING, LLC

By: John K. Barnes, R.L.S. Minn Reg No 16456

Coordinates for the center of the water tower per NAD 83 coordinate conversion are as follows:

LATITUDE AND LONGITUDE	
Latitude = N 45°13'54.8"	Longitude = W 93°24'09.1"
MINNESOTA STATE PLANE - SOUTH ZONE	
NORTHING = 1142282.8	EASTING = 2778599.4



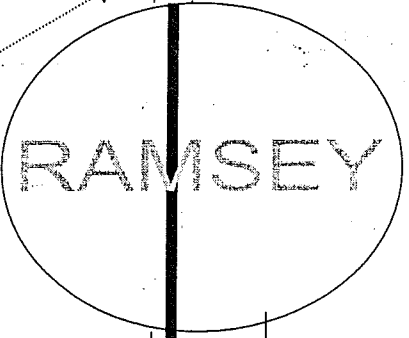
MIN ISOTOPE
COUNTY ROAD 5 & DYSPROSIUM ST.
Ramsey, Minnesota

THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SEC. 25, T. 32, R. 25, ANOKA COUNTY.
(N89°51'23"E) 489.93
(S89°57'51"E)

EXHIBIT A
(Sketch of Property)

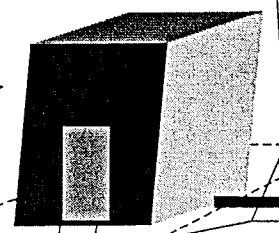
City of Ramsey WT
Preliminary SITE SKETCH

Pre-Existing antennas to be repositioned (as needed) through negotiations between Verizon and the antenna owner(s)



Coaxial Cable Run

Verizon 12' x 30' washed aggregate equipment building



36'
20'

20' x 36' leased ground space

Driveway access

N
O
W
T
H
E
N

B
L
V
D

Dysprosium Street NW

Exhibit B



John K. Barnes, P.L.S., *Principa*
Mark S. Hanson, P.L.S., *Principa*
Scott J. Soukup, P.L.S., *Principa*
Edward H. Sunde, P.L.S., *Associate*

MIN ISOTOPE

County Road 5 and Dysprosium Street
Ramsey, MN

June 25, 2001

OVERALL PROPERTY DESCRIPTION

Per Burnet Title Commitment File No. LP3713a/00-29850 (Policy No. 163200-29850)

That part of the Northeast Quarter of the Southwest Quarter of Section 25, Township 32, Range 25, Anoka County, Minnesota described as follows: Commencing at the Southwest corner of said Northeast Quarter of the Southwest Quarter; thence Easterly on an assumed bearing of North 89 degrees 51 minutes 23 seconds East, along the Southerly line of said Northeast Quarter of the Southwest Quarter a distance of 469.93 feet; thence Northerly a distance of 208.74 feet along a nontangential curve concave to the West having a radius of 260.00 feet, a central angle of 46 degrees 00 minutes 00 seconds and the chord of said curve bears North 5 degrees 12 minutes 55 seconds East and is 203.18 feet in length; thence North 17 degrees 47 minutes 05 seconds West, tangent to said curve, a distance of 50.00 feet; thence Northerly a distance of 151.47 feet along a tangential curve concave to the East having a radius of 340.00 feet and a central angle of 25 degrees 31 minutes 31 seconds to THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED; thence Northeasterly a distance of 178.48 feet along the continuation of said curve having a radius of 340.00 feet and a central angle of 30 degrees 04 minutes 38 seconds to the intersection with the Southwesterly right-of-way line of County State Aid Highway No. 5; thence Northwesterly a distance of 52.63 feet along said right-of-way line on a nontangential spiral offset curve concave to the Northeast having a chord which bears North 46 degrees 28 minutes 58 seconds West and is 52.63 feet in length; thence North 46 degrees 24 minutes 34 seconds West, along said right-of-way line and tangent to said curve, a distance of 147.60 feet; thence South 43 degrees 35 minutes 26 seconds West a distance of 200.00 feet; thence South 46 degrees 24 minutes 34 seconds East a distance of 214.29 feet; thence South 82 degrees 15 minutes 34 seconds East a distance of 60.00 feet to the point of beginning.

NOTE: The radius of 300.00 feet per the Legal Description contained in the title commitment has been changed to 340.00 as shown hereon underlined so that it is a continuation of the 340.00 radius curve.

PROPOSED LEASE PARCEL DESCRIPTION

That part of the Northeast Quarter of the Southwest Quarter of Section 25, Township 32, Range 25, Anoka County, Minnesota, described as commencing at the northwest corner of the Southwest Quarter of Section 25; thence South 0 degrees 49 minutes 54 seconds West, assumed bearing, along the west line

of said Southwest Quarter of Section 25 a distance of 467.12 feet; thence South 79 degrees 04 minutes 30 seconds East a distance of 1723.13 feet, to the point of beginning of the parcel to be described; thence continuing South 79 degrees 04 minutes 30 seconds East a distance of 25.00 feet; thence South 10 degrees 55 minutes 30 seconds West a distance of 48.00 feet; thence North 79 degrees 04 minutes 30 seconds West a distance of 25.00 feet; thence North 10 degrees 55 minutes 30 seconds East a distance of 48.00 feet, to the point of beginning.

PROPOSED ACCESS EASEMENT DESCRIPTION

A 20.00 foot easement over, under and across that part of the Northeast Quarter of the Southwest Quarter of Section 25, Township 32, Range 25, Anoka County, Minnesota, the centerline of said easement is described as commencing at the northwest corner of the Southwest Quarter of Section 25: thence South 0 degrees 49 minutes 54 seconds West, assumed bearing, along the west line of said Southwest Quarter of Section 25 a distance of 467.12 feet; thence South 79 degrees 04 minutes 30 seconds East a distance of 1748.13 feet; thence South 10 degrees 55 minutes 30 seconds West a distance of 13.76 feet, to the point of beginning of said centerline to be described; thence South 79 degrees 04 minutes 30 seconds East a distance of 49.93 feet; thence South 61 degrees 32 minutes 51 seconds East a distance of 34.46 feet, to the westerly right of way line of Dysprosium Street and said centerline there terminating. The sidelines of said easement are to be prolonged or shortened to terminate at said westerly right of way line of Dysprosium Street.

EXHIBIT C
(Leased Water Tower Space)

[Construction documents to be added]

REC'D AUG 08 2003

RANDALL, DEHN & GOODRICH

ATTORNEYS AT LAW
2140 FOURTH AVENUE NORTH
ANOKA, MINNESOTA 55303-2268

GERALD M. RANDALL
WILLIAM K. GOODRICH
DOUGLAS J. DEHN†
THOMAS M. FITZPATRICK

TELEPHONE (763) 421-5424
FACSIMILE (763) 421-4213
† REAL PROPERTY LAW SPECIALIST
CERTIFIED BY MINNESOTA STATE
BAR ASSOCIATION
bgood@rdglaw.com

August 7, 2003

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921

Attention: Network Real Estate

Re: ***City of Ramsey, Minnesota/Verizon Wireless June 12, 2001
Water Tower Lease Agreement***

Dear Sir/Madam:

I represent the City of Ramsey, Minnesota (the "City"). The City and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Verizon") entered into a Water Tower Lease Agreement dated June 12, 2001 (the "Lease"). The Lease provides for the City as lessor to lease to Verizon as lessee, certain space on and about the City's Dysprosium Street water tower.

The Lease provides for an annual rental of \$24,000.00 for the first year and CPI increase of approximately .08% during the second year for a total annual rent in the second year of \$24,199.66. Per the Lease the initial rent was to be paid in monthly installments of \$2,000.00 each commencing September 1, 2001 which date is the first day of the month following the date Verizon was granted a building permit by the City. See attached City building permit dated August 27, 2001.

To date Verizon has paid NO rental payments to the City. Therefore, Verizon's total delinquent rent through August 1, 2003 is \$46,183.04 (\$24,000.00 first year plus \$22,183.04 for 11 months of second year).

The City hereby makes demand on Verizon for the delinquent rent of \$46,183.04. The City requires the delinquent rent to be paid on or before September 1, 2003. Your failure to comply will cause the City to pursue its default remedies as defined in the Lease.

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
Page 2
August 7, 2003

Thank you for your prompt attention to this matter

Very truly yours,

William K. Goodrich

WKG/gb

Enclosure

cc: James E. Norman
Ramsey City Administrator

Diana Lund
Ramsey Finance Officer

Mark B. Peterson
MOSS & BARNETT
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-4129
Attorney for Verizon

James A. Nelson
Wireless Site Resources
122 East Golden Lake Lane
Circle Pines, MN 55014
Agent for Verizon

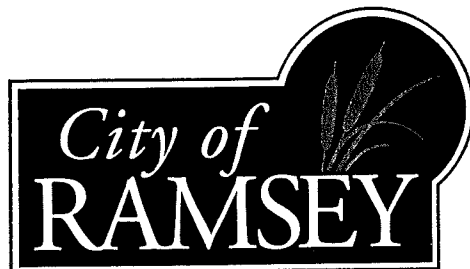
PERMIT # 01-292

NEW CONSTRUCTION BUILDING PERMIT APPLICATION CITY OF RAMSEY

APPLICANT TO COMPLETE NUMBERED SPACES ONLY AND SIGN AT THE BOTTOM.

1. Job Address CO ED. S + DYSPROSIUM ST NW 14391 DYSPROSIUM	
2. Legal Desc. Lot Block Subdivision	Property Identification Number (PIN) 25-3225-31-0001
3. Owner VEERON WIRELESS	Address: 8401 WAYZATA BLVD. ST. LOUIS PARK, MN 55411 Home Phone: _____ Work Phone: 763-545-5541
4. Contractor DESIGN 1 OF EDINA	Address: 9473 VALLEY VIEW RD. EDEN PRAIRIE, MN 55423 Phone: 952-903-9299
5. Architect/Designer/Engineer SAME AS CONTRACTOR	Address: _____ Phone: _____ License Number: 12427
6. Use of Structure CELLULAR EQUIPMENT	Size of Structure 12' x 30'
8. Class of Work <input checked="" type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Alteration <input type="checkbox"/> Repair <input type="checkbox"/> Move <input type="checkbox"/> Remove	
9. In Rural Areas: For Addition of Bedrooms a Sepsic System Assessment is Required	
10. Describe Type of Work PREFAB BLDG. ANTENNA PLACEMENT.	
11. Change of Use/Occupancy From	Change of Use/Occupancy To
13. Valuation of Work \$15,000	
14. If Addition or Accessory Structure, Type of Material to be Used	
15. If new home or commercial structure, the following are required at time of application: • Building Plans (2 Sets) • Energy Calculations • Certificate of Lot Survey • Sub-Contractor List • Soil Borings and Perc Test Required in Rural Areas • All plans for commercial buildings must be signed by an Architect and/or Engineer registered under the Laws of the State of Minnesota	Type of Const. <u>V-N</u> Occupancy Group <u>S-2</u> Division _____
	Size of Bldg. (Total) Sq. Ft. <u>460</u> No. Of Stories <u>1</u> Maximum Occ. Load _____
	Fire Zone _____ Use Zone _____ Fire Sprinklers Required: Yes No
	Number of Dwelling Units _____ Off Street Parking Spaces: Covered: _____ Uncovered: _____
	Special Approvals: Required _____ Received _____ Not Required _____
	Zoning _____
	Health Dept. _____
	Fire Dept. _____
	Soil Report _____
	Other (Specify) _____
16. NOTICE Separate permits are required for electrical, plumbing, mechanical, septic, sewer and water. This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if any time after work is commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of Laws and Ordinances governing this type of work will be complied with whether specified herein or not, the granting of a permit does not presume to give authority to violate or conceal the provisions of any other State or Local Law regulating construction or the performance of construction	Permit Fee <u>18.00</u> Plan Check Fee _____ Surcharge <u>5.00</u> W.A.C. _____ S.A.C. _____ S.A.C. Handling Fee _____ Park Dedication Fee _____ Meter & Remote _____ Meter Installation _____
Signature of Contractor or Owner/Applicant <u>Sara Paul</u> 8/23/01	Date _____ Plan Check By <u>G</u> Approved For Issuance By <u>(Signature)</u>
Printed Name of Contractor or Owner/Applicant SARA PAUL	Date Paid <u>08/27/01</u> Receipt Number _____
Special Conditions: This Application becomes the permit when signed by the Building Official or Agent.	
Building <u>01-292</u> Plumbing Mechanical Septic Sewer Water	TOTAL \$ <u>186.00</u>

NOTICE: The above signer understands that no business (commercial) activity is allowed in an accessory structure which is located in a rural residential or urban residential area



7550 Sunwood Drive NW • Ramsey, Minnesota 55303
City Hall: 763-427-1410 • Fax: 763-427-5543
www.ci.ramsey.mn.us

August 29, 2008

Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921

Attn: Network Real Estate

Re: City of Ramsey, Minnesota/Verizon Wireless Water Tower Lease Agreement

To Whom It May Concern:

The City of Ramsey and Verizon Wireless entered into a lease agreement on June 12, 2001. Per Section 3 – Term, states that annual rental will be determined by the renewal rate formula stated and that monthly payments will be made at least thirty days in advance of any rental payment date.

In review of the City's records, the City does not show receipt of payment for June, July and August, 2008. The last payment we received, prior to the receipt of payment of August 27, 2008 (for September rental), was on May 5, 2008.

The following is owed to the City:

June:	\$2,335.60
July:	\$2,335.60
August:	<u>\$2,440.20</u>
Total	\$7,111.40

Please submit payment in the amount of \$7,111.40 to:

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Please update your records if you are still sending documents to the City's old address of: 15153 Nowthen Boulevard NW, Ramsey to our new address of 7550 Sunwood Drive NW.

If you have any questions or concerns regarding the above, please contact me at (763) 433-9847.

Thank you for your assistance in this matter.

Sincerely,

Diana Lund, Finance Officer