City of Ramsey
Agenda
Regular City Council
Tuesday, May 23, 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

3. Citizen Input

4. Approve Agenda

5. Consent Agenda

1. Receive Cash & Investments for Period Ending April 30, 2023

2. Cancel the Public Hearing for Easement Vacation within Parkside Townhomes (Project No. 22-143) - APPLICATION WITHDRAWN

3. Approve the Following Meeting Minutes:

1. City Council Work Session dated 5/9/2023
2. City Council Regular Session dated 5/9/2023

4. Approve Business Licenses

5. Approve Revised Development Agreements for Riverstone South Second and Third Additions

6. Approve Revision to Public Works Facility Walk-In Business Hours

7. Authorize Renewal of Master Agreement With OPUS 21 (Utility Billing Provider) For Five Years

8. Authorization to Hire a Streets Maintenance Worker to Fill a Current Vacancy

9. Adopt Resolution #23-119 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of May 4, 2023 through May 17, 2023.

10. Adopt Resolution #23-103 Approving the Development Agreement for Soderholm & Associates Building Expansion and Associated Site Improvements at 7150 143rd Avenue NW (Project No. 23-100); Case of Soderholm & Associates, Inc.

11. Adopt Resolution #23-109 approving Purchase Agreement and Right of Re-Entry Agreement for B & A Cylinder site (37a); Case of BC Nolby LLC (Jam Hops)
(Portions may be closed to the public)

12. Adopt Resolution 23-110 to Appoint an Environmental Policy Board Member

13. Adopt Resolution #23-112 Resolution Establishing Procedures Related to Compliance with Reimbursement Bond Regulations under the Internal Revenue Code (Bonding for Hy-10 Improvements & COR Infrastructure Improvements)

14. Adopt Resolution #23-113 Resolution Establishing Procedures Related to Compliance with Reimbursement Bond Regulations under the Internal Revenue Code (Bonding for Water Treatment Plant & Trunk Watermain Improvements)

15. Adopt Resolution #23-118 Approving Change Order #1 for Improvement Project #23-07, 2023 Neighborhood Pavement Overlay Improvements

6. Public Hearing

7. Council Business

1. Introduce Ordinance #23-13 Amending Ordinance #22-28: 2023 Schedule of Rates, Fees and Charges

2. Introduce Ordinance #23-11, Granting Centerpoint Energy a Nonexclusive Franchise and Public ROW Access

3. Introduce Ordinance #23-10 Amendment to Ch. 105, Building and Building Regulations

4. Adopt Ordinance #23-09 Interim Ordinance Regulating the Sale of THC

5. Adopt Resolution #23-104 Accepting Bids and Awarding Contract for Improvement Project #23-05, Barthel's Rum River Acres 2nd Street Reconstructions

6. Adopt Resolution #23-114 Approving Plans and Specifications and Authorizing Advertisements for Bids for Improvement Project #23-04, 167th Avenue Reconstruction, CSAH 5 to Highway 47

7. Adopt Resolution #23-115 Accepting Bids and Awarding Contract for Improvement Project #23-14, 2023 Critical Mill and Overlay Improvements

8. Adopt Ordinance #23-06 Amending Chapter 2, Article V Boards, Commissions and Authorities of the City Code

8. Mayor/Council/Staff Input

9. Adjournment

CC Regular Session **5. 1.**

Meeting Date: 05/23/2023

By: Diana Lund, Finance

Information

Title

Receive Cash & Investments for Period Ending April 30, 2023

Purpose/Background:

Purpose: Receive reports of the city's cash and investments for the period ending April 30, 2023.

Cash and investment report shows the monthly cash flow - receipts and expenditures through April 30, 2023 with the current listing of the city's investment portfolio.

Recommendation:

No action required. Informational only.

Action:

No action required. Informational only.

Attachments

Cash & Investments for Period Ending April 30, 2023

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	05/18/2023 08:23 AM
Form Started By: Diana Lund		Started On: 05/03/2023 07:31 AM
Final Approval Date: 05/18/2023		

CITY OF RAMSEY
REPORT OF POOLED CASH FLOWS
Period Ended April 30, 2023

	April-23 CURRENT MONTH	2023 YEAR-TO-DATE
CASH AND TEMPORARY INVESTMENTS		
BEGINNING BALANCE (Includes PW Bond Proceeds)	$ 103,850,961.35	$ 106,549,768.65
CASH INFLOWS:		
Daily Deposit	1,244,121.38	2,403,841.91
Tax Settlements	-	289,751.95
U/B Receipts	10,447.73	479,906.42
Credit Cards (Includes Utility Billing)	79,660.27	1,044,622.96
Interest Earnings [Net of Interest Paid on Investments]	122,177.77	516,301.73
Bond Proceeds-int	-	-
TOTAL CASH INFLOW	$ 1,456,407.15	$ 4,734,424.97
TOTAL CASH AVAILABLE	$ 105,307,368.50	$ 111,284,193.62
CASH OUTFLOWS:		
Prepaid Checks	630,854.20	3,061,664.94
Bills Lists	777,114.14	2,709,549.07
Pay Estimates	-	9,197.09
Credit Cards	3,301.34	22,265.22
Payroll - Net	463,701.98	2,045,155.03
Flex Reimbursement	2,098.64	6,582.00
Void Checks/Dormant Checks Paid	(24,894.23)	(25,336.81)
Debt Service	-	-
Miscellaneous [Bank Charges; etc.]	253.00	177.65
TOTAL CASH OUTFLOW	$ 1,852,429.07	$ 7,829,254.19
POOLED CASH AND TEMPORARY INVESTMENTS ENDING BALANCE	**$ 103,454,939.43**	**$ 103,454,939.43**
MEMO - NET 2023 CASH INFLOW (OUTFLOW)	**(396,021.92)**	**(3,094,829.22)**

INVESTMENT PORTFOLIO SUMMARY		
BEGINNING BALANCE - BV	**$ 89,242,984.65**	**89,614,560.81**
Purchases	1,092,112.18	8,467,817.86
Maturities/Sales	(1,855,000.00)	(9,602,281.84)
ENDING BALANCE	**$ 88,480,096.83**	**$ 88,480,096.83**

Prepared by the City of Ramsey Finance Department
5/15/2023

2023 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	FDIC #	CUSIP	PRIN BAL 1/1/2023	PURCH 2023	SOLD/ MATURE 2023	BV PRIN BAL 12/31/2023
220809A	1/20/2023	4m	4M TERM SERIES			3,000,000.00		3,000,000.00	0.00
220809B	5/9/2023	4m	4M TERM SERIES			10,000,000.00		0.00	10,000,000.00
230113	7/28/2023	4M	4M TERM SERIES				4,000,000.00	0.00	4,000,000.00
221117	5/19/2023	4m	4M TERM SERIES			1,000,000.00		0.00	1,000,000.00
220809C	8/9/2023	4m	4M TERM SERIES			7,000,000.00		0.00	7,000,000.00
									22,000,000.00
220322	2/15/2023	Northland	SPARTA TOWNSHIP NJ TAX		84677-KV-6	135,000.00		135,000.00	0.00
220808	2/15/2023	Northland	JOHNSON COUNTY TX TAX		478898-FH-7	190,000.00		190,000.00	0.00
200326A	4/1/2023	Northland	TULSA COUNTY OK TAX		899525-TR-0	100,000.00		100,000.00	0.00
190628B	4/1/2023	Northland	WEST ALLIS WIS TAX		951173NP4	240,000.00		240,000.00	0.00
160812	5/1/2023	Northland	MONROE MI TAX		611101-MF-0	190,000.00		0.00	190,000.00
191107A	6/1/2023	Northland	NEWTON IOWA TAX		652810-YZ-9	120,000.00		0.00	120,000.00
190726B	6/1/2023	Northland	DESMOINES IA COMM COLLEGE TAX		250097L75	250,000.00		0.00	250,000.00
220714	7/1/2023	Northland	MANCHESTER NH TAX		562333-QS-6	250,000.00		0.00	250,000.00
180913	7/31/2023	Northland	CD-BANK NEW ENGLAND SALEM		06426K-AN-8	245,000.00		0.00	245,000.00
190220B	11/1/2023	Northland	HAWAII ST GO BONDS		214471-PA-6	200,000.00		0.00	200,000.00
161114B	2/1/2024	Northland	ANDOVER MN TAX		034313-ZU-3	300,000.00		0.00	300,000.00
180730	10/1/2024	Northland	HUBBARD COUNTY TAX		443348-DG-9	100,000.00		0.00	100,000.00
201230	5/1/2025	Northland	FREEPORT NY TAX		356731-CA-5	300,000.00		0.00	300,000.00
190227	12/1/2025	Northland	COOK COUNTY SCHOOL DISTRICT		032879-TC-2	500,000.00		0.00	500,000.00
210625	7/15/2026	Northland	EAST LYME CONN TAX		273587-P3-3	200,000.00		0.00	200,000.00
191003A	12/1/2026	Northland	SCOTT BLUFF CTY SCHOOL DIST		810164-CQ-4	385,000.00		0.00	385,000.00
200113	3/1/2027	Northland	RICHLAND SCHOOL DISTRICT		764080-FT-9	165,000.00		0.00	165,000.00
200825A	8/1/2027	Northland	CENTINELA VALLEY CA HS		15239-RP-4	250,000.00		0.00	250,000.00
210401	12/1/2027	Northland	RUSH COUNTY KANSAS TAX		781834-D4-9	180,000.00		0.00	180,000.00
120308C	12/1/2027	Northland	SHOREWOOD WIS TAX		825230-LB-9	225,000.00		0.00	225,000.00
190402	2/1/2028	Northland	CLOQUET MN TAX		189036-PS-9	150,000.00		0.00	150,000.00
191016B	4/1/2028	Northland	COLUMBUS OH TAX		199492E339	285,000.00		0.00	285,000.00
211020A	7/15/2028	Northland	MOUNT HILLS TOWNSHIP SCHOOL		6215S3-E6-7	430,000.00		0.00	430,000.00
200914	8/1/2028	Northland	BURLESON TX IDS ZERO CPN		121403-4E6	500,000.00		0.00	500,000.00
120308D	12/1/2028	Northland	SHOREWOOD WIS TAX		825230-LC-7	465,000.00		0.00	465,000.00
200625	3/1/2029	Northland	LAWRENCE MASS TAX		520228-6Q-5	180,000.00		0.00	180,000.00
200923	7/15/2029	Northland	WILKINSBURGO BORO PA TAX		968529-JV-0	265,000.00		0.00	265,000.00
200825B	8/1/2029	Northland	CENTINELA VALLEY CA HS		15239-RR-0	270,000.00		0.00	270,000.00
210615	8/1/2030	Northland	MN STATE TAX		60412A-VP-5	500,000.00		0.00	500,000.00
									6,905,000.00
210604	7/1/2030	UBS	FLORIDA STATE BOARD TAX		341271AF1	1,000,000.00		0.00	1,000,000.00
220414A	1/15/2023	UBS	US TREASURY NOTE		912828Z29	1,245,000.00		1,245,000.00	0.00
200116	1/17/2023	UBS	CD-MORGAN STANI	32992	6169OURY8	245,000.00		245,000.00	0.00
220414B	2/15/2023	UBS	US TREASURY NOTE		912828UN8	1,240,000.00		1,240,000.00	0.00
220414C	3/15/2023	UBS	US TREASURY NOTE		912828ZD5	1,260,000.00		1,260,000.00	0.00
161208A	4/1/2023	UBS	NEW HOPE CULTURAL ED TAX		64542WAY6	250,000.00		250,000.00	0.00
220414D	4/15/2023	UBS	US TREASURY NOTE		912828ZH6	1,265,000.00		1,265,000.00	0.00
150812	6/1/2023	UBS	CHARLOTTE TAXABLE		161037L61	300,000.00		0.00	300,000.00
180628	6/28/2023	UBS	CD-COMENITY BAN	27499	981996UP3	200,000.00		0.00	200,000.00
191230B	6/30/2023	UBS	CD-RAYMOND JAMI	33893	75472RAR2	245,000.00		0.00	245,000.00
211109	8/1/2023	UBS	UPPER SANTA CLARA VY		916544ES4	200,000.00		0.00	200,000.00
210824A	8/15/2023	UBS	US TREASURY NOTE		91282CAF8	2,500,000.00		0.00	2,500,000.00
210824C	9/15/2023	UBS	US TREASURY NOTE		91282CAK7	2,500,000.00		0.00	2,500,000.00
210824B	10/15/2023	UBS	US TREASURY NOTE		91282CAP6	2,500,000.00		0.00	2,500,000.00
221102B	10/31/2023	UBS	US TREASURY NOTE		91282CDDO	213,000.00		0.00	213,000.00
211008	11/1/2023	UBS	SAN FRAN CA CITY & COUNTY UTIL		79771FAW7	140,000.00		0.00	140,000.00
201119C	12/1/2023	UBS	WARREN HEIGHTS OH BUILDING		936121JV5	165,000.00		0.00	165,000.00
221014	1/12/2024	UBS	CD-ISRAEL DISCOUI	19977	465076TW7	244,000.00		0.00	244,000.00
190315	3/15/2024	UBS	CD-COMENITY CAPI	57570	20033AS31	245,000.00		0.00	245,000.00
190325	3/25/2024	UBS	CD-BANK HAPOALII	33686	06251AW48	245,000.00		0.00	245,000.00
200325	4/1/2024	UBS	NEW YORK HOUSING		6498833S2	500,000.00		0.00	500,000.00
190118C	5/22/2024	UBS	CD-CAPITAL ONE	4297	14042RLP4	245,000.00		0.00	245,000.00
190118C	5/22/2024	UBS	CD-CAPITAL ONE U!	33954	14042TAP2	245,000.00		0.00	245,000.00
161018	7/1/2024	UBS	SELMA ALA TAX		816459QV6	500,000.00		0.00	500,000.00
161026	10/1/2024	UBS	HONOLULU TAX		4386705W7	300,000.00		0.00	300,000.00
151023	10/1/2024	UBS	MADISON TAXABLE		55844RKN3	640,000.00		0.00	640,000.00
161208B	11/1/2024	UBS	MICHIGAN FIN AUTH REV		59447TJX2	250,000.00		0.00	250,000.00
221118	11/18/2024	UBS	CD-SALLLIE MAE	58177	795451CK7	243,000.00		0.00	243,000.00
191127	11/27/2024	UBS	CD-STATE BANK IN	33682	856285RS2	245,000.00		0.00	245,000.00
201119D	12/1/2024	UBS	WARREN HEIGHTS OH BUILDING		93612JW3	165,000.00		0.00	165,000.00
191107B	12/1/2024	UBS	CORPUS CHRISTI TEX TRANS		220228BK5	400,000.00		0.00	400,000.00
190418	12/5/2024	UBS	CD-DELTA NATIONA	26633	2477RBD6	200,000.00		0.00	200,000.00
201218	12/18/2024	UBS	CD-TEXAS EXCHANGE		88241TJQ4	248,000.00		0.00	248,000.00
220419	3/1/2025	UBS	MARYLAND STATE COMM DEV TAX		57419RC78	750,000.00		0.00	750,000.00
161114A	7/1/2025	UBS	LEXINGTON FAYETTE AIRPORT		52909MCA0	300,000.00		0.00	300,000.00

2023 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	FDIC #	CUSIP	PRIN BAL 1/1/2023	PURCH 2023	SOLD/ MATURE 2023	BV PRIN BAL 12/31/2023
211223	8/1/2025	UBS	HAWAII STATE		41972YQ3	500,000.00		0.00	500,000.00
191101	8/1/2025	UBS	MASSACHUSETTS ST WATER		576051VFO	400,000.00		0.00	400,000.00
201119E	12/1/2025	UBS	WARREN HEIGHTS OH BUILDING		936121JX1	175,000.00		0.00	175,000.00
191122A	12/1/2025	UBS	WARRENSVILLE HEIGHTS OHIO		936121JM5	500,000.00		0.00	500,000.00
191105	3/1/2026	UBS	MARYLAND STATE COMM DEV		57419TDZ1	320,000.00		0.00	320,000.00
220519	3/15/2026	UBS	NEW YORK DEV		6500355P6	105,000.00		0.00	105,000.00
220316	3/16/2026	UBS	CD-GOLDMAN SACHS			245,000.00		0.00	245,000.00
201105	4/1/2026	UBS	PARAMUS NJ SCHOOL		699347LF5	500,000.00		0.00	500,000.00
200113	4/15/2026	UBS	PHILADELPHIA AUTHORITY-ZERO COUP		71781LBU2	300,000.00		0.00	300,000.00
201204	4/15/2026	UBS	LONG BEACH CITY SCHOOL DIS		542535LY3	750,000.00		0.00	750,000.00
210309	6/1/2026	UBS	BEVERLY HILLS CA PUB		088006KA8	300,000.00		0.00	300,000.00
191115A	7/1/2026	UBS	LEXINGTON FAYETEE URBAN COUNTY		52909MDR2	470,000.00		0.00	470,000.00
210630	7/15/2026	UBS	MICHIGAN CITY IND SCHOOL		594381HJ7	500,000.00		0.00	500,000.00
200326B	8/1/2026	UBS	SAN BERNARDINO COMM		79672ONA47	500,000.00		0.00	500,000.00
210514	10/1/2026	UBS	BOSSIER CITY LA UTIL		100216FZ8	500,000.00		0.00	500,000.00
210621	11/1/2026	UBS	REGIONAL TRANSPORTATION		759136VD3	500,000.00		0.00	500,000.00
191219B	11/1/2026	UBS	OPELIKA ALABAMA TAX		683489ZE1	400,000.00		0.00	400,000.00
191016A	12/1/2026	UBS	DENVER CITY & COUNTY HSG		24917NAG6	500,000.00		0.00	500,000.00
210311	1/1/2027	UBS	FORT LAUDERDALE FLA SPL		347622CW0	500,000.00		0.00	500,000.00
210408B	1/15/2027	UBS	APACHE COUNTY ARIZ		03743TAF9	590,000.00		0.00	590,000.00
200925	4/1/2027	UBS	WESTERN WASHINGTON UNIV		959878RJO	500,000.00		0.00	500,000.00
211206	5/1/2027	UBS	PIMA COUNTY AZ		72178JAF0	500,000.00		0.00	500,000.00
210308B	6/1/2027	UBS	RIO RANCHO NEW MEXICO TAX		767169EP6	580,000.00		0.00	580,000.00
191219A	6/1/2027	UBS	UNIVERSITY OF NORTHERN COLORADO		914733DY3	360,000.00		0.00	360,000.00
210302	8/1/2027	UBS	VISTA CA UNI SCHOOL		928346P45	1,050,000.00		0.00	1,050,000.00
210219	9/1/2027	UBS	VIRGINIA COLLEGE BLDG			500,000.00		0.00	500,000.00
210121	10/1/2027	UBS	MIAMI DADE COUNTY TAX		59333NV91	750,000.00		0.00	750,000.00
191022	10/1/2027	UBS	NEW YORK NY TAX		64966QEK2	500,000.00		0.00	500,000.00
160802	12/1/2027	UBS	TOOLE CITY UT TAX		89033RBU7	400,000.00		0.00	400,000.00
190725A	12/1/2027	UBS	WRIGHT COUNTY TAXABLE		982276BK2	630,000.00		0.00	630,000.00
210713	2/1/2028	UBS	TEXAS PUB FIN AUTHORITY		882669BW3	325,000.00		0.00	325,000.00
210430	6/1/2028	UBS	BEVERLY HILLS CA PUB		088006KC4	500,000.00		0.00	500,000.00
220207A	7/1/2028	UBS	PHOENIX AZ CIVIC		71883RRS4	165,000.00		0.00	165,000.00
210617A	7/1/2028	UBS	EL SEGUNDO CA PENSION		284035AG7	1,000,000.00		0.00	1,000,000.00
210408A	7/1/2028	UBS	PHOENIX AZ CIVIC		71884AH44	500,000.00		0.00	500,000.00
210930	8/1/2028	UBS	CHARTER OAKS CA		1612855D4	250,000.00		0.00	250,000.00
210301	8/1/2028	UBS	SAN JOSE CA FING AUTHO		79818186P30	1,000,000.00		0.00	1,000,000.00
201007	8/1/2028	UBS	SAN BERNARDINO CALIFORN UNIV TAX		796711H44	1,000,000.00		0.00	1,000,000.00
191108	8/1/2028	UBS	CORONA-NORCO CAL		219764SC2	405,000.00		0.00	405,000.00
210825B	8/15/2028	UBS	NEW HAMPSHIRE MUNI		64465QHA7	550,000.00		0.00	550,000.00
210825A	8/25/2028	UBS	CD-CELTIC BANK	57056	15118RWG8	245,000.00		0.00	245,000.00
210326	9/1/2028	UBS	CHINO CALIF PUB FING		169548FP4	615,000.00		0.00	615,000.00
200320	9/1/2028	UBS	PENNSYLVANIA UNIV TAX		709235P25	425,000.00		0.00	425,000.00
191212	10/1/2028	UBS	UNIVERSITY OF ALABAMA TAX		914745GG2	400,000.00		0.00	400,000.00
210224B	11/1/2028	UBS	WILL COUNTY ILL COMMUNITY		969078QN7	2,500,000.00		0.00	2,500,000.00
191024	2/1/2029	UBS	PULASKI COUNTY		745401EGO3	400,000.00		0.00	400,000.00
211231	3/15/2029	UBS	NEW YORK STATE URBAN DEV		650036AX4	500,000.00		0.00	500,000.00
220207B	4/1/2029	UBS	BAY AREA CA TOLL AUTHORITY		072024XF4	250,000.00		0.00	250,000.00
210113	5/1/2029	UBS	NYC TRANSITIONAL		64971XSZ2	1,000,000.00		0.00	1,000,000.00
210617B	6/1/2029	UBS	ORANGE COUNTY TAX		684184TC8	110,000.00		0.00	110,000.00
210308A	6/1/2029	UBS	RIO RANCHO NEW MEXICO TAX		767169ER2	500,000.00		0.00	500,000.00
200630A	7/1/2029	UBS	NEW YORK STATE DORM AUTH		64990GS86	430,000.00		0.00	430,000.00
200611	11/1/2029	UBS	VENTURA COUNTY CA		923078CZ0	400,000.00		0.00	400,000.00
210114	12/1/2029	UBS	FRANKLIN COUNTY OH		353174JE6	1,000,000.00		0.00	1,000,000.00
200324	3/1/2030	UBS	NEW YORK CITY TAXABLE		64966QJL5	500,000.00		0.00	500,000.00
211014	5/1/2030	UBS	ST. JOHN'S PUBLIC SCHOOL		790450HN3	550,000.00		0.00	550,000.00
200921	7/1/2030	UBS	FLORIDA STATE REV BOND		341271AF1	500,000.00		0.00	500,000.00
210910	9/1/2030	UBS	BROWNSVILLE TX UTIL		1164753D4	1,000,000.00		0.00	1,000,000.00
101013	12/1/2030	UBS	HIDALGO COUNTY TEX TAX		429343BT3	500,000.00		0.00	500,000.00
201102	12/1/2030	UBS	XENIA OH COMM SCHOOL		984071CC2	720,000.00		0.00	720,000.00
210107	6/1/2031	UBS	SAN JOSE CA FING AUTHO		798153NL2	1,000,000.00		0.00	1,000,000.00
210111	6/1/2031	UBS	SAN JOSE CA FING AUTHO		798153NL2	320,000.00		0.00	320,000.00
211020B	8/15/2031	UBS	ALABAMBA FEDERAL AID HWY		010268CT5	500,000.00		0.00	500,000.00
200417	9/1/2031	UBS	CITY OF NORFOLK VA TAX		655867G94	220,000.00		0.00	220,000.00
211115	10/1/2031	UBS	INFRASTRUCTURE BANK		76223MAL6	580,000.00		0.00	580,000.00
230118	230106	UBS	CD-INB NATIONAL /	3664	44989FAA7		248,000.00	0.00	248,000.00
230131	230131	UBS	CD-PLANTERS BANI	34254	72741PGZ4		244,000.00	0.00	244,000.00
230131	230131	UBS	UBS PRIME FUND				51,724.41	0.00	51,724.41
230131	230131	UBS	CD-MANUFACTURE	588	5647595C3		243,000.00	0.00	243,000.00
230131	230131	UBS	CD-PINNACLE BANI	35583	72345SLG4		248,000.00	0.00	248,000.00
211209	9/15/2032	UBS	CAPE MAY COUNTY NJ TAX		139501SB7	470,000.00		0.00	470,000.00
201221	10/1/2026	UBS	LANCASTER OH SCHOOL DIST		514264FGO	1,675,000.00		0.00	1,675,000.00
230118		UBS	UBS PRIME FUND				1,515,697.17	0.00	1,515,697.17
230228		UBS	UBS PRIME FUND				825,284.10	0.00	825,284.10
230430		UBS	UBS PRIME FUND				1,092,112.18	0.00	1,092,112.18
221102A		UBS	UBS PRIME FUND			40,367.65		0.00	40,367.65

2023 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	FDIC #	CUSIP	PRIN BAL 1/1/2023	PURCH 2023	SOLD/ MATURE 2023	BV PRIN BAL 12/31/2023
221231		UBS	UBS PRIME FUND			1,699,750.74		0.00	1,699,750.74
221004		UBS	UBS PRIME FUND			411,292.57		302,131.99	109,160.58
210107		UBS	UBS PRIME FUND			0.00		0.00	0.00
211130		UBS	UBS PRIME FUND			0.00		0.00	0.00
210826		UBS	UBS PRIME FUND			0.00		0.00	0.00
220131		UBS	UBS PRIME FUND			0.00		0.00	0.00
220331		UBS	UBS PRIME FUND			0.00		0.00	0.00
220802		UBS	UBS PRIME FUND			130,149.85		130,149.85	0.00
						-			
									59,575,096.83
	TOTAL INVESTMENTS					89,614,560.81	8,467,817.86	9,602,281.84	**88,480,096.83**
			Unamortized Premiums			1,759,475.03			1,759,475.03
			Unamortized Discounts			(4,343,552.11)			(4,343,552.11)
			BOW			6,628,801.28	11,272,157.63	16,321,689.08	1,579,269.83
			Bond Proceeds			11,904,760.14			11,904,760.14
			Money Market Accounts			985,723.50	3,089,166.21		4,074,889.71
			Net Cash and Investments			106,549,768.65	22,829,141.70	25,923,970.92	103,454,939.43

CC Regular Session **5. 2.**

Meeting Date: 05/23/2023

By: Chris Anderson, Community Development

Information

Title

Cancel the Public Hearing for Easement Vacation within Parkside Townhomes (Project No. 22-143) - APPLICATION WITHDRAWN

Purpose/Background:

The City received an application from COR at Ramsey, LLC (the "Applicant") for a vacation of existing drainage and utility easements within the Parkside Townhomes project site, which is bounded by Rhinestone Street, 146th Avenue, Ramsey Parkway, and Traprock Street (the "Subject Property"). Subsequently, the Applicant provided a written notice that he was withdrawing this application, as well as the final plat application. The Applicant anticipates submitting new applications this winter with the hope of a 2024 project. Notice of the Public Hearing had been advertised in the local newspaper, and a notification had also been mailed to property owners within 700 feet of the Subject Property prior to receiving the written request to withdraw the applications. Due to the request to withdraw the applications, no action is needed at this time and the Public Hearing is officially cancelled.

Notification:

Public notification was made in the May 2, 2023, Anoka Union Herald and utility companies were provided with email notifications.

Recommendation:

Staff recommends cancelling the public hearing due to the the Applicant's request to withdraw the application.

Action:

Motion to cancel the public hearing for Parkside Townhomes easement vacation.

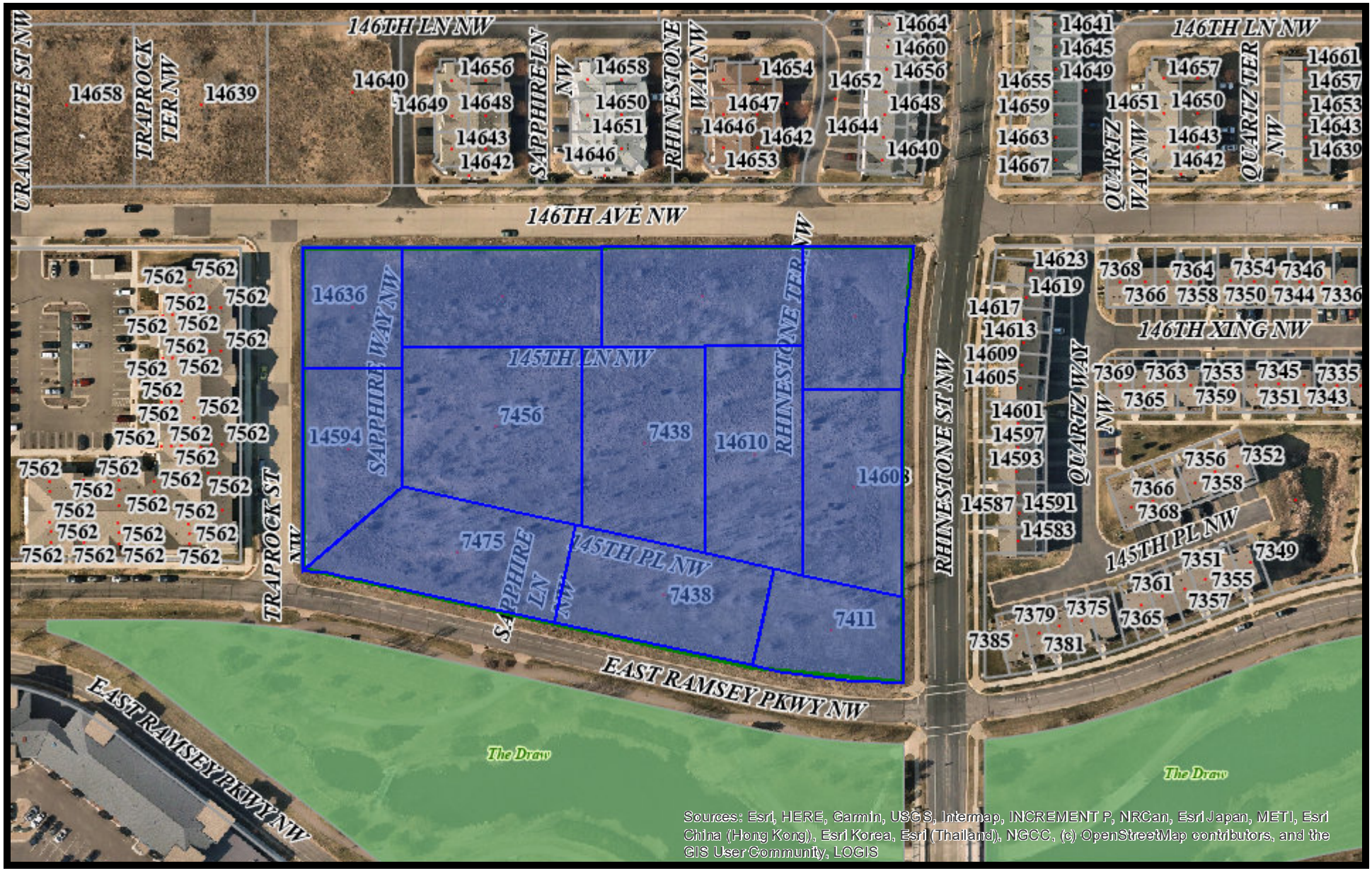
Attachments

Site Location Map

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	05/18/2023 08:29 AM
Form Started By: Chris Anderson		Started On: 05/15/2023 05:06 PM
Final Approval Date: 05/18/2023		

Site Location Map: Parkside Townhomes



Print Date: January 18, 2023

0 0.0075 0.015 0.03 0.045 0.06 mi

CC Regular Session **5. 3.**

Meeting Date: 05/23/2023

By: Katie Schmidt, Administrative Services

Information

Title

Approve the Following Meeting Minutes:

1. City Council Work Session dated 5/9/2023
2. City Council Regular Session dated 5/9/2023

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 5/9/2023
2. City Council Regular Session dated 5/9/2023

Attachments

5-9-23 CCWS

5-9-23 Mtg

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	05/18/2023 12:13 PM
Form Started By: Katie Schmidt		Started On: 05/18/2023 11:51 AM
Final Approval Date: 05/18/2023		

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, May 9, 2023, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Mark Kuzma
Councilmember Chelsee Howell
Councilmember Debra Musgrove
Councilmember Michael Olson
Councilmember Chris Riley
Councilmember Dan Specht
Councilmember Matt Woestehoff

Also Present: City Administrator Brian Hagen
City Clerk Katie Schmidt
Community Development Director Stephanie Hanson
City Planner Brian McCann
Administrative Services Director Colleen Lasher
Planning Manager Todd Larson
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 Recommendation to the Charter Commission regarding Chapter 4 - Nominations and Elections section 4.5.4 and 4.5.6

City Clerk Schmidt reviewed the Staff report and the recommendations from the Charter Commission regarding Chapter 4 of the Charter that was recently updated. She reviewed the four options for updating section 4.5.4 and 4.5.6 of the Charter.

Councilmember Musgrove asked for more information regarding the thought process behind option #3 of switching 4.5.4 and 4.5.6.

City Administrator Hagen explained that option #3 moves things around to make it flow better.

Councilmember Musgrove asked if these were switched around why 4.5.6 would be needed.

City Administrator Hagen stated that 4.5.6 establishes what happens when a vacancy happens with less than a year left in the term.

Councilmember Musgrove added that they had previously talked about the timeframe of this and if it was less than a year and could still be many months before the next election.

City Clerk Schmidt stated that if they move up the special election it could shorten the timeframe.

Councilmember Musgrove shared that she liked option #3 without the second part.

Councilmember Woestehoff stated that in option #2 where there is no timeframe around the appointment process, this does not particularly state if someone gets appointed if there would still be a special election after this. He asked if someone is appointed to a term that has three years left if there would still be a special election as soon as the dates align.

City Administrator Hagen said that was correct.

Councilmember Woestehoff asked if the longest timeframe for this could be a few months.

City Clerk Schmidt said yes.

Councilmember Specht stated that option #3 is likely to be the closest to what they are looking for but would not want 4.5.6 in the Charter.

City Administrator Hagen stated that the Charter is silent if a vacancy occurs with less than a year left in the term.

Councilmember Musgrove asked if this speaks to this in option 4.5.4.

City Administrator Hagen said no and explained that 4.5.4 is just a carry on from what has already been approved with what was recently adopted in 4.5.1, stating that in the event of a vacancy of an elected office occurs with less than 365 days remaining in the term it will go to a special election. He stated that 4.5.2 refers to when the elected official will start immediately and 4.5.3 refers to the procedure to hold the election. He explained that 4.5.4 is a carry on of these prior sections and discusses what happens when they attempt to hold a special election and no one signs up and rather than restarting a seven to nine month process, it gives Council the opportunity to appoint until a successful special election can be held. He stated that 4.5.4 discusses what would happen if they have attempted to hold three special elections.

Councilmember Specht noted that if it is less than a year they can leave the vacancy open until the next general election.

Councilmember Woestehoff asked if this has to be a majority vote or if they could ask the Charter Commission to make it a unanimous vote.

City Attorney Knaak stated that they could do this; however, it would add difficulty.

Councilmember Woestehoff shared that this would be a good middle ground for this.

Councilmember Specht stated that he understands the need for this in extreme cases. He mentioned that this would give the appointed individual an advantage in future elections if they are already serving in the seat.

Councilmember Musgrove asked which section the change to make this unanimous would go.

Councilmember Woestehoff said it could go anywhere. He stated that the timing does not bother him because at most it would be nine months, whether it is a three year term that is remaining or a one year term. He added that he is indifferent to whether this deals with terms with more than 365 days or less than 365 days.

Councilmember Musgrove stated that she is okay with it open and allowing it to go to the vote.

Mayor Kuzma stated that if they cannot all agree then this will just remain open.

Councilmember Musgrove asked for clarification that they are looking at option #3 and changing this to unanimous.

Councilmember Woestehoff stated that 4.5.6 would still be needed.

City Administrator Hagen added that they would also want to build in a unanimous vote by Council in both 4.5.4 and 4.5.6.

Councilmember Howell asked if this would eliminate the option for the Mayor to appoint someone.

City Administrator Hagen said yes and that there would be no tie breaker vote at that point. He asked if the unanimous vote would be from all current Councilmembers or just those present at the meeting.

Councilmember Howell stated that she would like for it to be all current members.

Councilmember Musgrove asked if this would include a member that had stepped down.

City Administrator Hagen said no.

There was a consensus of the Council.

2.02: Discuss Filling a Vacancy on the Environmental Policy Board

Administrative Services Director Lasher reviewed the Staff report in regard to deciding which of the three remaining candidates from the last recruitment should be appointed to the partial term on the Environmental Policy Board.

Mayor Kuzma asked who was the liaison on the EPB.

Councilmember Howell stated that she was. She noted that the candidate that stood out to her during the interviews was Michael as he showed lots of initiative.

Councilmember Woestehoff stated that all three of the candidates were good. He commented that Megan put EPB as a second choice and shared the importance of her having a desire to serve on that particular Board.

Councilmember Howell noted that when Megan interviewed she did not know what any of the Boards were.

Councilmember Musgrove shared support for appointing Michael.

Councilmember Olson stated that he also supported Michael.

The consensus of the Council was to appoint Michael Heifner.

2.03: Review the Findings of the 2023 All-staff Employee Survey

Administrative Services Director Lasher reviewed the Staff report concerning the all-Staff survey. She noted that the Labor Management Committee will meet at the end of the month to formulate a work plan. She reviewed the results of the survey.

Councilmember Howell asked if the questions about employee benefits were broken down at all into smaller categories, such as life insurance or health insurance.

Administrative Services Director Lasher stated that this is addressed. She said that people are mostly commenting on the health insurance. She explained that the City does not fund higher than single level plans in full, which makes the plans expensive. She added that there are also high deductibles. She stated that other comments made in regard to benefits were about offering short term disability, paid family leave, and others.

Councilmember Musgrove asked if this was the first year under the new insurance, as she remembered that they had recently switched.

Administrative Services Director Lasher noted that they are under rate caps right now with Health Partners that go through 2024. She explained that the plan design has not changed as they have always been on a high deductible plan.

Councilmember Musgrove discussed question #11 concerning the strategic plan. She added that this question may not be as valuable to Staff as the strategic plan mainly deals with managers and them passing work down to employees. She also discussed uniforms and the budget for this.

Administrative Services Director Lasher commented that this is a negotiated item through a contract and is a competitive and rich benefit.

Councilmember Musgrove noted the question on training and how some answered that they feel as though they did not have enough training.

Councilmember Riley acknowledged that the survey is anonymous' however, he asked if they are able to see which answers come from the same individual.

Administrative Services Director Lasher said yes. She noted that the information provided to the Council is all Staff responses pooled together. She stated that the report can be run by groups as well.

Mayor Kuzma stated that the survey has been good overall.

Administrative Services Director Lasher stated that the average of strongly agree and agree answers was 70.66%.

Councilmember Woestehoff shared that he looked at all results that were in the strongly agree and agree categories and there were only eight questions that fall below the 70% threshold. He stated that it is important to talk about those items. He noted that there were three questions that had low results dealing with Council. He stated that these results are disappointing and wants to solve some of these issues.

Councilmember Specht stated that it seems like there is a downward trend for whether or not employees would recommend a job at the City to someone they know, which is down from 96% in 2016. He asked if this was something to be concerned about.

City Administrator Hagen agreed that this is a sizable decrease from one survey to the next. He stated that this survey was done in house and they can do more targeted survey questions to drill down and get more information on some of the lower scoring areas.

Councilmember Musgrove asked if there could be more feedback on items such as training, which scored low on the survey. She added that when she was first elected to the Council she was directed to not get involved with employees. She stated that now it seems as though there is a different trend and a push to get to know the Staff. She added that there are opportunities for Staff and Council engagement.

Councilmember Woestehoff stated that he assumes that all teams are aware of all training opportunities, but based on some of the feedback he asked if they do not have the capacity and time for these training opportunities.

Administrative Services Director Lasher said this was possible. She added that they can drill down on this. She explained that the City's personnel policy states that the Council will set a training budget and stated that they can get more information on this. She acknowledged that time may be a big factor in this as well.

Councilmember Riley asked what the next step was in this process.

Administrative Services Director Lasher stated that she has a list of ideas of things to work on and will be grouping these things based on different categories. She added that she will also meet with the Labor Management Committee and come up with a work plan. She noted that she also wanted to hear recommendations from the Council on what to work on.

City Administrator Hagen stated that he looks at this from a budget perspective and explained that if the Council starts noticing training budgets increase then it will be as a direct result of the feedback that was received from Staff.

Mayor Kuzma said that there are contracts set for health insurance for the next two years. He asked how this could affect things.

Administrative Services Director Lasher explained that the labor contracts go through December 31, 2024 so there is not anything that can be done with these very easily. She noted that the City's contribution is also set; however, if the Labor Management Committee or the Council decide that they need to take a harder look at different plan options they can do this.

Councilmember Musgrove asked if there will be negotiations starting next year.

Administrative Services Director Lasher stated that they will start negotiations early 2024.

Councilmember Howell asked when they look at training and all of the information is anonymous, how is the training pinpointed so that the efforts go to where they actually need to be.

Administrative Services Director Lasher explained that this is where employee communication with their supervisor or department head will come into play.

Councilmember Woestehoff asked if there has been a compensation study done recently.

Administrative Services Director Lasher said no. She stated that a compensation study could cost around $100,000. She noted that the Police Department has been very stressed with being understaffed and there are some cities in the area doing hiring bonuses. She added that the Police Department pay is competitive for similar sized cities; however, a lot of the compensation comments came from non-management police and fire.

Councilmember Woestehoff suggested that some research can be done this year even though the union contracts are through 2024.

Councilmember Musgrove added that she thinks that the employees would rather have the money go to their salary rather than spending $100,000 on a compensation study. She suggested finding this data another way to aid with next year's discussions. She pointed out that under the water and utility category, the uniform budget is at 125%, whereas the training is at 9.64%. She stated that this may need to be looked at to reallocate training funds.

Administrative Services Director Lasher said that they can look into this.

City Administrator Hagen stated that a better gauge for this would be looking at past year budgets.

There was a consensus of the Council

2.04: Temporary Increase of Hours to Planning Administrative Assistant

City Administrator Hagen reviewed the Staff report and shared that City Planner McCann has turned in his resignation. He shared the request for the Council to temporarily authorize the increase of the Planning Administrative Assistant hours to 29 hours per week. He added that they plan to have the City Planner position posted by the end of the week.

Councilmember Musgrove wished City Planner McCann well. She shared her support for this plan.

There was a consensus of the Council.

2.05: Discuss Home Occupation Permits

City Planner McCann reviewed the Staff report concerning Home Occupation Permits and potential code revisions.

Mayor Kuzma asked if there was a team that will be working on this and coming up with recommendations.

City Planner McCann stated that they are looking for Council direction.

Councilmember Musgrove shared that for having businesses in townhomes, most covenants do not allow them.

Councilmember Riley asked if they were suggesting that the City should deny these permits based on the fact that there is potentially a covenant.

Councilmember Musgrove stated that even if the City gives the permit, the covenant board can still penalize the individual. She said this would be a waste of time for the City. She suggested that the applicant first check their covenant documents to determine if it would even be allowed.

City Administrator Hagen added that Staff does make these suggestions and the applicants do not even realize that they need to look into these things. He stated that the direction from Council that they are looking for is whether or not they would want to allow these things if there were not covenants or HOAs that restricted them.

Councilmember Howell stated that the City should allow for opportunities for everyone and the applicant would then have to work things out with their HOA. She stated that she would hate to see a low impact business in an accessory building go away.

Mayor Kuzma stated that in the scenario where there is manufacturing and trucks coming and going it can become more disruptive and would be considered a commercial operation.

Councilmember Woestehoff asked about commercial building codes and if there are triggers that force commercial rather than a building permit.

Planning Manager Larson stated that it is the way that plans are labeled and when they are labeled with rooms such as offices and conference rooms, those are not residential uses.

Councilmember Howell stated the size of the property should be taken into consideration rather than just pigeonholing and not allowing certain things. She said she likes the idea of being more flexible and working with people.

Councilmember Specht agreed that he would like this to be more flexible, especially for low impact practices. He asked if, based on these new standards, an individual wanted to open a gun shop.

City Planner McCann explained that this would depend on how it was formatted in the revisions.

Councilmember Specht asked if all Home Occupation Permits come to Council.

City Planner McCann said yes. He stated that there used to be an administrator permit and if there was an interest to bring this back, these permits would not go to Council.

Councilmember Howell stated that level 1 is low impact and would like to see it stay that way. She noted that in the zoning code draft, it contained firearm sales and repair as not allowed uses.

Planning Manager Larson said that they can take the sales and manufacturing portion out of the current draft and just leave the ammunition manufacturing.

Councilmember Woestehoff asked about the not allowed uses in other cities. He stated that Ramsey is rather liberal with what is allowed. He added that this is worth reviewing.

Councilmember Specht said that it would depend on how the scope of the work is defined. He stated that he is in favor of allowing firearm sales and repair.

Councilmember Howell asked what is allowed currently on residential properties as far as body shops and machine shops.

Planning Manager Larson stated that this is currently not allowed as it is related to an internal combustion engine. He noted that there are some State regulations that go along with auto repair shops.

City Administrator Hagen shared that they focused on the fact that home occupations are supposed to be low impact to the neighborhood. He asked if there was an appetite to limit the square footage that an applicant can operate out of.

Councilmember Woestehoff said he likes this perspective. He asked how the square footage of a home occupation such as a bed and breakfast would be calculated.

City Administrator Hagen clarified that this would focus on using an accessory building for the home occupation.

Councilmember Howell asked what it is to the City how someone uses their property if the use is compatible with not disrupting people and remains safe.

Mayor Kuzma added that this is why things would come back to Council to discuss.

Councilmember Woestehoff noted that if it is not a restricted use then there is potentially no recourse to say no. He emphasized the importance of outlining what is or is not allowed.

Planning Manager Larson stated that other cities treat these as interim uses where there is a timeframe for these permits, with the intent of getting the business up and running from your home and then moving it to a commercial or industrial space.

Councilmember Musgrove asked if the building code guides an accessory building.

City Administrator Hagen stated that building code only addresses the mention of construction.

Councilmember Specht agreed that the size does not matter as much as the activity.

City Administrator Hagen stated that they will work on these updates to be brought back to Council.

There was a consensus of the Council.

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 6:55 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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CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey City Council conducted a regular meeting on Tuesday, May 9, 2023, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Mark Kuzma
Councilmember Chelsee Howell
Councilmember Debra Musgrove
Councilmember Michael Olson
Councilmember Chris Riley
Councilmember Dan Specht
Councilmember Matt Woestehoff

Members Absent: None

Also Present: City Administrator Brian Hagen
City Clerk Katie Schmidt
Community Development Director Stephanie Hanson
City Planner Brian McCann
Administrative Services Director Colleen Lasher
Planning Manager Todd Larson
City Attorney Fritz Knaak
City Engineer/Public Works Director Bruce Westby
Street Supervisor Shane Turner

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: In Memory of Environmental Policy Board Member Michael Hiatt

Mayor Kuzma shared that Michael Hiatt on the Environmental Policy Board passed away. He shared his condolences for Mr. Hiatt's family.

3. CITIZEN INPUT

None.

4. APPROVE AGENDA

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

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

5. CONSENT AGENDA

Councilmember Musgrove noted a correction to the Work Session minutes dated April 25, 2023. She stated that there was a question on who were the members of the foundation that were present at the meeting.

Mayor Kuzma stated that those members were Jill Johns, Mayor Kuzma, Mark Riverblood, and Councilmember Woestehoff.

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

5.01: Receive March 2023 Financial Reports - General Fund and Enterprise Funds
5.02: Note the following Boards, Commissions, and Committee Meeting Minutes:
- Planning Commission Meeting Minutes Dated March 23, 2023
- Environmental Policy Board Meeting Minutes Dated March 20, 2023
- Public Works Committee Meeting Minutes Dated March 21, 2023
- Economic Development Authority Meeting Minutes Dated March 20, 2023
- Parks and Recreation Commission Meeting Minutes Dated February 9, 2023

5.03: Approve the following Meeting Minutes:
1) City Council Special Work Session dated April 24, 2023
2) City Council Work Session dated April 25, 2023
3) City Council Regular Session dated April 25, 2023

5.04: Approve Business Licenses
5.05: Approve Rental Licenses
5.06: Adopt Resolution #23-106 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of April 20, 2023 through May 3, 2023.
5.07: Adopt Resolution #23-068 Approving Final Plat and Development Agreement for Riverstone South Third Addition
5.08: Adopt Resolution #23-072 Approving Easement Agreement on Outlot A, Casey's Addition
5.09: Adopt Resolution #23-076 Approving a Site Plan and Stormwater Management Agreement for a Proposed Building Expansion by Soderholm & Associates at 7150 143rd Avenue NW (Project No. 23-100); Case of Soderholm & Associates
5:10: Adopt Resolution #23-077 Granting an Extension to Initiate an Amended Conditional Use Permit at 7607 173rd Avenue NW (Project No. 22-119); Case of CenterPoint Energy Minnesota Gas

5:11: Adopt Resolution #23-090 for a Site Plan Review for Building and Site Improvements at 7255 Hwy 10 NW.
5:12: Adopt Resolution #23-095 Approving Application to Conduct Off-Site Gambling by Ramsey Lions Club at Happy Days
5:13: Adopt Resolution #23-096 Approving Lease with Mille Lacs Motor Sports II, Inc. for Outside Storage at 6701 Hwy 10 NW
5:14: Adopt Resolution #23-097 Approving Lease with Mille Lacs Motor Sports II, Inc. for Rear 18,200 Square Feet of Building at 6701 Hwy 10 NW
5:15: Adopt Resolution #23-098 Approving Lease Agreement of 6781 and 6745 Highway 10 NW with Mille Lacs Motor Sports II
5:16: Adopt Resolution #23-099 Approving Lease Agreement of 6745 Hwy 10 NW (front) with Mille Lacs Motor Sports II
5:17: Adopt Resolution # 23-102 Approving Second Amendment to Purchase Agreement and Right of Re-Entry Agreement for Part of Outlot C, Affinity at the COR; Case of COR Trust Bank (Portions may be closed to the public)
5:18: Adopt Resolution #23-105 Accepting Proposals and Awarding Contract for 2023 MSA Pavement Marking Improvements, Improvement Project #23-13

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

6. PUBLIC HEARING

6.01: Public Hearing - Introduce Ordinance #23-09 Interim Use Ordinance Prohibiting the Sales of Adult-Use Cannabis

Presentation

Community Development Director Hanson reviewed the Staff report concerning the prohibiting of sales of adult-use cannabis. She shared that as part of the 2023 Minnesota Legislative Session, the regulation of adult-use cannabis has passed in the House and the Senate and has now moved to the Conference Committee and once passed it will go to the Governor for his signature. She stated that as of July 1, 2023, it will be legal to possess a regulated amount of THC products and as of January 1, 2024, it will be legal for the commercial sales of THC with the approved licenses from the State of Minnesota and the City of Ramsey. She noted that the Bill allows for local governments to adopt an interim ordinance that would restrict, regulate, or prohibit the operation of a cannabis business until January 1, 2025.

Councilmember Woestehoff asked if the ordinance as it is written does not limit any of the current sellers of edibles or THC based beverages and these can continue to be sold as is.

Community Development Director Hanson said this is correct.

Councilmember Woestehoff noted that this is the first reading of the ordinance and it will be heard again. He asked if this is the only opportunity for public comment.

Community Development Director Hanson said no.

Public Hearing

Mayor Kuzma called the public hearing to order at 7:06 p.m.

Citizen Input

There was none.

Motion by Councilmember Musgrove, seconded by Councilmember Woestehoff, to close the public hearing.

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

The public hearing was closed at 7:08 p.m.

Council Business

Councilmember Riley stated that this is being done to let the regulations catch up to the law that is being proposed.

Motion by Councilmember Riley, seconded by Councilmember Musgrove, to introduce Ordinance #23-09 interim ordinance prohibiting the sale of adult-use cannabis.

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

7. COUNCIL BUSINESS

7.01: Consider Preliminary Plat and Site Plan for Home2Suites Hotel (Project 23-102)

Planning Manager Larson reviewed the Staff report and preliminary plat and site plan application for Home2Suites. He added that Emily Alegra with Ramsey Properties LLC was in attendance.

Councilmember Specht asked if Zeolite Street will need to be redone before plans can be finalized.

Planning Manager Larson stated that the hotel elevation is fine and construction of the parking lot will not come for a few months anyway and by that point they hope to have the design of Zeolite Street complete.

Mayor Kuzma shared his excitement for the hotel coming in to the City.

Councilmember Woestehoff thanked the developer for putting an entrance on Sunwood Drive.

Councilmember Riley thanked the applicants for being here. He stated that they are interested in adding restaurants to this area.

Councilmember Howell shared her excitement for the hotel.

Motion by Councilmember Woestehoff, seconded by Councilmember Howell, to Adopt Resolution #23-059 approving the preliminary plat for Ramsey Properties LLC and site plan for hotel at 7895 Sunwood Drive Northwest.

Further discussion:

Councilmember Musgrove asked if there is something concerning this project on the EDA this week.

City Administrator Hagen stated that the EDA is doing their first review of the TIF application and considering a use restriction for the remainder of the parcel.

Councilmember Musgrove asked what portion of the parcel this referred to.

Emily Alerga with Ramsey Properties LLC came forward and shared that it would be a restriction for the whole parcel.

Councilmember Musgrove stated that she would like to see how much of the lot it would be.

Ms. Alerga stated that it would be 30 acres of the parcel.

City Administrator Hagen stated that it would be west of Zeolite, north of Sunwood, and south of Bunker.

Councilmember Musgrove asked if there were developers in mind for the rest of the parcel.

Ms. Alerga stated that this can be discussed more. She added that they are not asking for no development, rather just asking for the short term lease requirement to have a restriction, such as other hotels to help limit competition.

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

7.02: Adopt Resolution #23-100 Accepting Quotes and Awarding Contract for Pavement Maintenance Project #23-15, 2023 Priority Pothole Patching Contracted Services.

City Engineer/Public Works Director Westby reviewed the Staff report concerning awarding contracts for Pavement Maintenance Project #23-15 to Diversified Paving Inc. He discussed the areas that have been prioritized for this patching. He read aloud an email written to him from a Ramsey resident, Jenny Brown-Nelson, 18055 Ute Street Northwest, who shared her concerns and

emphasized the need to patch potholes ahead of the summer season where families and children will be spending time outside. The email included a requested addendum to revise area 5 to 1A.

Councilmember Woestehoff asked about the timeline of this project and when they are able to get this started.

City Engineer/Public Works Director Westby explained that the request for quotes specified a completion deadline of June 9, 2023, meaning that all seven areas must be complete by then. He stated that if this is approved they will get the contractor under contract as quickly as possible and the contractor would be able to start at their earliest convenience. He noted that there is likely three weeks between completion of area 1 to area 5.

Councilmember Riley asked if the different areas were prioritized based on the need and the expeditious way the roads could be done.

City Engineer/Public Works Director Westby stated that the roads were prioritized based on need and the number of calls received.

Councilmember Musgrove asked if it would be possible that the contractor could get to areas 2 and 5 at the same time, as area 2 is rather small.

City Engineer/Public Works Director Westby explained that they did not put a lot of importance on putting these areas in any certain order. He stated that area 1 will take the longest based on its size.

Councilmember Olson asked if the prioritization is based exclusively on reports from the residents or if it is also based on personal observations from Staff.

City Engineer/Public Works Director Westby said it is based on both. He noted that Street Supervisor Turner is the one who prioritized these areas initially.

Mayor Kuzma asked if they could work with the contractor during the pre-construction meeting to see what makes the most sense for the order of the areas.

Street Supervisor Turner explained that the areas were ranked based on the severity of those roads and number of calls received.

Motion by Councilmember Musgrove, seconded by Councilmember Specht, to adopt Resolution #23-100 accepting quotes and awarding contracts for Pavement Maintenance Program #23-15, 2023 priority pothole pathing contracted services to Diversified Paving Inc. in the amount of $139,269.

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

7.03: Adopt Resolution #23-101 Approving Plans and Authorizing Bids for Pavement Maintenance Project #23-16, 2023 Pavement Patching Contracted Services.

City Engineer/Public Works Director Westby reviewed the Staff report in regards to authorizing bids for Pavement Maintenance Project #23-16 for the remainder of the pavement patching to be completed.

Councilmember Woestehoff asked about the timeline for this project.

City Engineer/Public Works Director Westby explained that if this is authorized tonight then bids would be back in approximately four weeks and will then be brought back to the Council meeting and then get the contractor under contractor in one to two weeks. He added that this amount of work will take a couple of months to complete.

Councilmember Musgrove stated that she likes the idea of letting them go out for bids and not have to come back to Council for a second time.

Motion by Councilmember Specht, seconded by Councilmember Riley, to adopt Resolution #23-101 approving plans and authorizing bids for Pavement Maintenance Project #23-16, 2023 Pavement Patching Contracted Services.

Further discussion:

Councilmember Riley emphasized the need to do this.

Mayor Kuzma added that he would like to see the funds come out of the Pavement Management Fund.

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

7.04: Adopt Resolution #23-107 Approving COR Infrastructure Design Services Proposal and Authorizing Bids for Improvement Project #23-17; COR Tree Clearing

City Engineer/Public Works Director Westby reviewed the Staff report and recommendation to approve Bolton & Menk's COR infrastructure design services proposal and authorize advertisements for bids for Improvement Project #23-17.

Councilmember Riley asked if they are under a shorter timeline why they are not also going out for bids for the pond lining and sewer items now.

City Engineer/Public Works Director Westby explained that those plans are not complete yet. He added that there is a meeting scheduled with Bolton & Menk and Staff to review the plans for the roads to be finalized. He stated that these other plans should be back to Council soon.

Councilmember Specht stated that when residents see the trees coming down he imagines a lot of them will have questions. He emphasized the importance of communicating this to residents.

Councilmember Musgrove asked why the trees are being brought down in the wetland areas.

City Engineer/Public Works Director Westby explained that this item will be discussed in the Staff meeting with Bolton & Menk. He noted that the plan is not to mitigate the wetlands immediately. He stated that trees can be cleared from wetlands.

City Administrator Hagen stated that the numbers in the case were estimates based on the COR analysis. He said these numbers will be paired down to what makes sense and it does not make sense to go through the effort of mitigating the wetlands.

Councilmember Musgrove asked if they may not be taking trees out of the areas that are type 3 wetlands.

City Administrator Hagen explained that straight north of the roundabout on Sunwood is a large wetland. He stated that there have been proposals from developers that state they can work around the wetlands so it would not make sense to clear cut all of those trees.

Councilmember Musgrove asked if TIF-14 has been extended yet.

City Administrator Hagen said they do not know officially.

Councilmember Musgrove asked if this can still be bonded on.

City Administrator Hagen explained that they can bond on it and there is a requirement to have 20% on hand.

Councilmember Musgrove asked to clarify that if the TIF is not extended if the bonding can still stay there.

City Administrator Hagen said yes and stated that they would capture the revenue through 2040.

Motion by Councilmember Musgrove, seconded by Councilmember Riley, to adopt Resolution #23-107 approving COR infrastructure design services proposal and authorize advertisements for bids for Improvement Project #23-17; COR tree clearing.

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

7.05: Introduce Ordinance #23-06 Amending Chapter 2, Article V Boards, Commissions and Authorities of the City Code

City Administrator Hagen reviewed the Staff report concerning the recently updated Charter requirement that all boards and commission members must be Ramsey residents.

Motion by Councilmember Riley, seconded by Councilmember Woestehoff, to introduce Ordinance #23-06 amending Chapter 2, Article V Boards, Commissions, and Authorities of the City Code.

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

8. MAYOR, COUNCIL AND STAFF INPUT

City Administrator Hagen announced upcoming meetings and events.

Councilmember Musgrove noted that she will not be able to attend the upcoming Parks and Recreation meeting and Councilmember Olson will attend in her place. She added that the meeting will be held at Alpine Park.

Councilmember Woestehoff shared that this Friday is the Youth First Mayor's Prayer Breakfast.

9. ADJOURNMENT

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

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

The regular meeting of the City Council adjourned at 8:15 p.m.

Respectfully submitted,

_____

Brian S. Hagen
City Administrator

ATTEST:

_____

Katie M. Schmidt
City Clerk

Drafted by Ava Rokosz
TimeSaver Off Site Secretarial, Inc.

CC Regular Session **5. 4.**

Meeting Date: 05/23/2023

Submitted For: Sean Sullivan, Community Development

By: Wendy Schlueter, Community Development

Information

Title

Approve Business Licenses

Purpose/Background:

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

Background: Certain businesses or groups 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	05/17/2023 04:54 PM
Brian Hagen	Brian Hagen	05/18/2023 08:28 AM
Form Started By: Wendy Schlueter		Started On: 05/17/2023 03:20 PM
Final Approval Date: 05/18/2023		

Report Name: License Report - License Types
Council Dates: 5/23/2023 to 5/23/2023
Status: Active, Inactive
License Type(s): 3.2 Beer Off-Sale, 3.2 Beer On-Sale Temporary, Amusement Center, Amusement Devices/Billiard Tables, Broker/Precious Metals Dealer, Business License-1st Year, Business License-Renewal, Garbage Haulers, Gasoline Sales, Liquor 2 A.M. Closing, Liquor Off-Sale, Liquor On-Sale, Liquor On-Sale Sunday, Mobile Food Unit–90 Days, Mobile Food Unit–Annual, Motor Vehicle Sales/Repair/Rentals, Pawnbroker, Second Hand Goods Dealer, Special Events, Temporary Amusement/Carnival/Circus, Temporary Intoxicating, Therapeutic Massage Establishment, Therapeutic Massage Therapist, Tobacco, Transient Merchant/Peddler/Solicitor, Wine Off-Sale, Wine On-Sale

City of Ramsey
License Report - License Types

Company	Applicant	Location	Complex	Exp. Date	Council Date	Status
Mobile Food Unit–Annual						
Samurai Teppanyaki Inc	Danns Tran			12/31/2023	5/23/2023	A
				Mobile Food Unit–Annual License Count:		**1**
Transient Merchant/Peddler/Solicitor						
Viking Contractors LLC	Jeffrey Baumgartner			12/31/2023	5/23/2023	A
				Transient Merchant/Peddler/Solicitor License Count:		**1**
				Total Licenses:		**2**

CC Regular Session **5. 5.**

Meeting Date: 05/23/2023

Submitted For: Todd Larson, Community Development

By: Brian McCann, Community Development

Information

Title

Approve Revised Development Agreements for Riverstone South Second and Third Additions

Purpose/Background:

Riverstone Development LLC (the "Developer"), has requested revisions to the Development Agreements for Riverstone South Second and Third Additions to correct typographical errors and build-in their ability to request reductions to their Letter of Credit.

On December 13, 2022, the City Council adopted Resolution #22-249 approving the Development Agreement for Riverstone South Second Addition. On May 9, 2023, the City Council adopted Resolution #23-068 approving the Final Plat and Development Agreement for Riverstone South Third Addition. Both of the Development Agreements included technical errors with repeated private improvements that were not in the Development Agreement for Riverstone South First Addition and do not include provisions for the Developer to ask for reductions to their Letter of Credit as various improvements are completed.

Notification:

Notification is not required to amend a Development Agreement.

Observations/Alternatives:

The suggested revisions to the Development Agreement do not alter the Final Plat approval plans, and will simply resolve a few technical errors. Copies of the revised and original Development Agreements are attached to this case.

Funding Source:

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

Recommendation:

Staff recommend the City Council adopt Resolution #23-108 approving revised Development Agreements for Riverstone South Second and Third Additions.

Action:

Motion to adopt Resolution #23-108 approving revised Development Agreements for Riverstone South Second and Third Additions.

Attachments

Original Third Addition DA

Original Second Addition DA

Revised Second Addition D A

Revised Third Addition D A

ACTION - Resolution #23-108

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	05/18/2023 09:46 AM
Form Started By: Brian McCann		Started On: 05/05/2023 10:48 AM
Final Approval Date: 05/18/2023		

CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR RIVERSTONE SOUTH THIRD ADDITION

This Agreement (hereinafter the "Agreement") is dated as of this 9th day of May, 2023 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**") and **RIVERSTONE DEVELOPMENT, LLC**, a Minnesota Corporation 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 RIVERSTONE SOUTH THIRD ADDITION (the "Plat").

C. The Plat re-subdivides the Subject Property into:

Lots 1-6, Block 1(inclusive); and
Lots 1-5, Block 2 (inclusive); and
Outlot A (inclusive), Anoka County, Minnesota.

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**.**

3. The Plans. The term "Plans" as used in this Agreement means the Final Plat Plans prepared by Carlson McCain, Inc., dated April 11, 2023. 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.
f. Concrete curb and gutter (urban).
g. Street traffic control signals.
h. Lot grading.
i. Sidewalks.
j. Electricity (within one-fourth mile).
k. Phone (within one-fourth mile).
l. Natural gas (within one-fourth mile).
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.
        (i) **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
    b. Water
    c. Storm drainage facilities
    d. Stormwater maintenance
    e. Concrete curb and gutter

f. Lot grading
g. 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 guarantee in the amount of **($434,202.00),** which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I and Stage II 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 **($17,368.00)**, 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 **$86,840.00**, 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. Street Cleaning and Clean Up. After the street surfacing that is a part of the Stage I Improvements is installed, the **PERMITTEE** shall clear any soil, earth, or debris from the streets. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the Stage I Improvements. It shall be the **PERMITTEE'S** responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.

16. Payment of Development Fees. The **PERMITTEE** must pay to the **CITY** the fees described on Exhibit B which may include, but are not limited to 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.

17. 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**; 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.

18. **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 19 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this Section 18 (d).

19. 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:
Riverstone Development, LLC
Attn: Stephen Bona, Vice President
14015 Sunfish Lake Blvd NW
Ramsey, MN 55303

TO THE CITY:
City of Ramsey
Attn: Community Administrator
7550 Sunwood Drive NW
Ramsey, MN 55303

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

THE PERMITTEE:

RIVERSTONE DEVELOPMENT, LLC

By:_____, Stephen Bona
Its: Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Stephen Bona, Vice President of **RIVERSTONE DEVELOPMENT, LLC**, a Minnesota Corporation, under the laws of the State of Minnesota on behalf of the corporation.

_____
Notary Public

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_____ _____, 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 M, RIVERSTONE SOUTH, Anoka County, Minnesota.

Or Upon Recording:

Lots 1-6, Block 1(inclusive); and
Lots 1-5, Block 2 (inclusive); and
Outlot A (inclusive), Riverstone South Third Addition, Anoka County, Minnesota.

EXHIBIT B

Fees Payable to the City

	Units	Unit Type	Unit Price	Total	Notes
Park Dedication and Trail Development					
Park Dedication					
0-12 Units per acre; or	[redacted]	per unit	*$4,500*	$0	Fees satisfied in first addition for entire subdivision
Trail Development					
Residentail	11	per unit	*$1,500*	$16,500	
Subtotal Park and Trail Development				***$16,500***	
Water and Sewer Fees					
Water Trunk (Connection)	11	per unit	*$2,009*	$22,099	
Sanitary Sewer Trunk (Connection)	11	per unit	*$1,349*	$14,839	
Subtotal Water and Sewer Fees				***$36,938***	
Stormwater Management Fees					
Stormwater Management	11	per unit	*$534*	$5,874	
Subtotal Stormwater Management				***$5,874***	
Street Signs					
Street Signs	5	per sign	$245	***$1,225***	
Street Sign Subtotal				***$1,225***	
GRAND TOTAL FOR DEVELOPMENT FEES				**$60,537**	
Sureties and Inspection Fees					
Performance Surety (returned when complete)	$347,361.45	cost of improvement	*125%*	$434,202	Cash or Letter of Credit
Engineering Inspection Fee	$347,361.45	cost of improvement	*5%*	$17,368	Cash Escrow
Warranty for Stage I and II Improvements	$347,361.45	cost of improvement	*25%*	$86,840	Cash or Letter of Credit Reduction
Sewer Accessibility Charges (SAC) & Water Accessibility Charges (WAC) - Collected with Building Permit					
Accessibility Charge (WAC)		per SAC Unit	*$1,481*	$0	Collected with Building Permit
Accessibility Charge (SAC)		per SAC Unit	*$2,485*	$0	Collected with Building Permit
GRAND TOTAL FOR SAC & WAC				**$0**	

1. Trail Development Fees. The **PERMITTEE** is responsible for satisfying applicable Trail Development Fee requirements. **PERMITTEE** must pay a Trail Development Fee of **$16,500.00** (11 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.

2. 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 **$14,839.00** (11 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.

3. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Water Trunk Fee requirements. **PERMITTEE** must pay a Water Trunk Fee of **$22,099.00** (11 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.

(continued on the next page)

4. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying applicable Stormwater Trunk Fee requirements. **PERMITTEE** must pay a Stormwater Management Fee of **$5,874.00** (11 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.

5. 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 **$1,225.00** ($245 x 1 street name signs; $245 x 3 no parking signs; $245 x 1 stop signs).

6. 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.

CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR RIVERSTONE SOUTH SECOND ADDITION

This Agreement (hereinafter the "Agreement") is dated as of this 13th day of December, 2022 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**") and **RIVERSTONE DEVELOPMENT, LLC**, a Minnesota Corporation 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 RIVERSTONE SOUTH SECOND ADDITION (the "Plat").

C. The Plat re-subdivides the Subject Property into:

Lots 1-6, Block 1(inclusive); and
Lots 1-7, Block 2 (inclusive); and
Lots 1-14, Block 3 (inclusive); and
Lots 1-23, Block 4 (inclusive), and
Outlot A (inclusive), Anoka County, Minnesota.

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, Inc., dated October 7th, 2022 and last updated November 22, 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.
f. Concrete curb and gutter (urban).
g. Street traffic control signals.
h. Lot grading.
i. Sidewalks.
j. Electricity (within one-fourth mile).
k. Phone (within one-fourth mile).
l. Natural gas (within one-fourth mile).
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.
        (i) **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
b. Water
c. Storm drainage facilities
d. Stormwater maintenance
e. Concrete curb and gutter
f. Lot grading
g. 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 guarantee in the amount of **($1,129,126.81),** which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I and Stage II 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 **($45,165.07)**, 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 **$225,825.36**, 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. Street Cleaning and Clean Up. After the street surfacing that is a part of the Stage I Improvements is installed, the **PERMITTEE** shall clear any soil, earth, or debris from the streets. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the Stage I Improvements. It shall be the **PERMITTEE'S** responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.

16. Payment of Development Fee's. The **PERMITTEE** must pay to the **CITY** the fees described on Exhibit B which may include, but are not limited to 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.

17. 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**; 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.

18. **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.

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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:
Riverstone Development, LLC
Attn: Stephen Bona, Vice President
14015 Sunfish Lake Blvd NW
Ramsey, MN 55303

TO THE CITY:
City of Ramsey
Attn: Community Administrator
7550 Sunwood Drive NW
Ramsey, MN 55303

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

THE PERMITTEE:

RIVERSTONE DEVELOPMENT, LLC

By:_____, Stephen Bona
Its: Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Stephen Bona, Vice President of **RIVERSTONE DEVELOPMENT, LLC**, a Minnesota Corporation, under the laws of the State of Minnesota on behalf of the corporation.

_____
Notary Public

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_____ _____, 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 L, RIVERSTONE SOUTH, Anoka County, Minnesota.

Or Upon Recording:

Lots 1-6, Block 1(inclusive); and
Lots 1-7, Block 2 (inclusive); and
Lots 1-14, Block 3 (inclusive); and
Lots 1-23, Block 4 (inclusive), and
Outlot A (inclusive), Anoka County, Minnesota.

EXHIBIT B

Fees Payable to the City

1. Trail Development Fees. The **PERMITTEE** is responsible for satisfying applicable Trail Development Fee requirements. **PERMITTEE** must pay a Trail Development Fee of **$75,000.00** (50 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.

2. 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 **$67,450.00** (50 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.

3. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Water Trunk Fee requirements. **PERMITTEE** must pay a Water Trunk Fee of **$100,450.00** (50 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.

4. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying applicable Stormwater Trunk Fee requirements. **PERMITTEE** must pay a Stormwater Management Fee of **$26,700.00** (50 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.

Trail Development				
Residentail	50	per unit	*$1,500*	$75,000
Subtotal Park and Trail Development				***$75,000***
Water and Sewer Fees				
Water Trunk (Connection)	50	per unit	*$2,009*	$100,450
Sanitary Sewer Trunk (Connection)	50	per unit	*$1,349*	$67,450
Subtotal Water and Sewer Fees				***$167,900***
Stormwater Management Fees				
Stormwater Management	50	per unit	*$534*	$26,700
Subtotal Stormwater Management				***$26,700***
GRAND TOTAL FOR DEVELOPMENT FEES				**$269,600**

5. 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 **$2,695.00** ($245 x 4 street name signs; $245x 4 no parking signs; $245 x 3 stop signs).

6. 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.

CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR RIVERSTONE SOUTH SECOND ADDITION

This Agreement (hereinafter the "Agreement") is dated as of this 13th day of December, 2022 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**") and **RIVERSTONE DEVELOPMENT, LLC**, a Minnesota Corporation 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 **RIVERSTONE SOUTH SECOND ADDITION** (the "Plat").

C. The Plat re-subdivides the Subject Property into:

Lots 1-6, Block 1(inclusive); and
Lots 1-7, Block 2 (inclusive); and
Lots 1-14, Block 3 (inclusive); and
Lots 1-23, Block 4 (inclusive), and
Outlot A (inclusive), Anoka County, Minnesota.

D. The **PERMITTEE** has requested revisions to the Development Agreement to resolve typographical errors and implement a method to request reductions to their Letter of Credit as improvements are completed.

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, Inc., dated October 7th, 2022 and last updated November 22, 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.
   f. Concrete curb and gutter (urban).
   g. Street traffic control signals.
   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 11 and except to the extent the **CITY** and the **PERMITTEE** may agree, in writing, to defer the **CITY'S** acceptance of certain specified Stage I Improvements, the **CITY** is deemed to have accepted the Stage I Improvements when the **CITY** releases the financial guaranty described in Section 11 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 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. Financial Guaranty for Stage I Improvements, and Stage II Improvements. The **PERMITTEE** shall provide a financial guaranty to the **CITY** guaranteeing the construction of the Stage I Improvements, and Stage II Improvements, as well as their timely completion. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of **($1,129,126.81),** which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I and Stage II Improvements.

12. Inspection Escrow for the Stage I Improvements, and Stage II Improvements. The **PERMITTEE** shall provide an inspection escrow to the **CITY** to inspect the Stage I Improvements, and Stage II Improvements. The **PERMITTEE** shall be responsible for an inspection escrow in the amount of **($45,165.07)**, which amount is 5% of the City Engineer's estimated cost of the Stage I Improvements, and Stage II 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, and Stage II Improvements, after acceptance by the **CITY**.

13. Warranty for Stage I and Stage II Improvements. The **PERMITTEE** shall provide a one-year warranty in the amount of **$225,825.36**, 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.

14. Letter of Credit. Prior to release of the Final Plat for recording, the **PERMITTEE** shall deposit with the **CITY** an irrevocable Letter of Credit (LOC) for the sureties and inspection fees outlined in Sections 11, 12, and 13. In lieu of an irrevocable LOC, the **PERMITTEE** may provide a cash escrow to the **CITY**. The **CITY** shall use the LOC proceeds to reimburse the **CITY** for its costs of Stage I and Stage II Improvements to be constructed to the extent practicable; if the City Engineer determines that the Stage I and Stage II Improvements have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 15, the remaining proceeds shall be distributed to the **PERMITTEE**.

15. Reductions to the Letter of Credit. With **CITY** approval, the irrevocable LOC may be reduced from time to time as financial obligations are paid. The **PERMITTEE** may request that the LOC or cash deposits be reduced at the following intervals:

    a. Pond cleaning portion of the LOC is retained until all homes within the development have been issued a full certificate of occupancy;
    b. Three site improvement reductions at least two months apart;
    c. Final streets is retained in full until completion of the final streets;
    d. One landscape reduction of 50% upon complete installation required per the approved landscape plan.

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 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**; 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.

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, and Stage II Improvements, unless qualified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.

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:
Riverstone Development, LLC
Attn: Stephen Bona, Vice President
14015 Sunfish Lake Blvd NW
Ramsey, MN 55303

TO THE CITY:
City of Ramsey
Attn: Community Administrator
7550 Sunwood Drive NW
Ramsey, MN 55303

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

THE PERMITTEE:

RIVERSTONE DEVELOPMENT, LLC

By:_____, Stephen Bona
Its: Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Stephen Bona, Vice President of **RIVERSTONE DEVELOPMENT, LLC**, a Minnesota Corporation, under the laws of the State of Minnesota on behalf of the corporation.

_____
Notary Public

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_____ _____, 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 L, RIVERSTONE SOUTH, Anoka County, Minnesota.

Or Upon Recording:

Lots 1-6, Block 1(inclusive); and
Lots 1-7, Block 2 (inclusive); and
Lots 1-14, Block 3 (inclusive); and
Lots 1-23, Block 4 (inclusive), and
Outlot A (inclusive), Anoka County, Minnesota.

EXHIBIT B

Fees Payable to the City

1. Trail Development Fees. The **PERMITTEE** is responsible for satisfying applicable Trail Development Fee requirements. **PERMITTEE** must pay a Trail Development Fee of **$75,000.00** (50 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.

2. 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 **$67,450.00** (50 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.

3. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Water Trunk Fee requirements. **PERMITTEE** must pay a Water Trunk Fee of **$100,450.00** (50 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.

4. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying applicable Stormwater Trunk Fee requirements. **PERMITTEE** must pay a Stormwater Management Fee of **$26,700.00** (50 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.

Trail Development				
Residentail	50	per unit	*$1,500*	$75,000
Subtotal Park and Trail Development				***$75,000***
Water and Sewer Fees				
Water Trunk (Connection)	50	per unit	*$2,009*	$100,450
Sanitary Sewer Trunk (Connection)	50	per unit	*$1,349*	$67,450
Subtotal Water and Sewer Fees				***$167,900***
Stormwater Management Fees				
Stormwater Management	50	per unit	*$534*	$26,700
Subtotal Stormwater Management				***$26,700***
GRAND TOTAL FOR DEVELOPMENT FEES				**$269,600**

5. 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 **$2,695.00** ($245 x 4 street name signs; $245x 4 no parking signs; $245 x 3 stop signs).

6. 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.

CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR RIVERSTONE SOUTH THIRD ADDITION

This Agreement (hereinafter the "Agreement") is dated as of this 23rd day of May, 2023 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**") and **RIVERSTONE DEVELOPMENT, LLC**, a Minnesota Corporation 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 **RIVERSTONE SOUTH THIRD ADDITION** (the "Plat").

C. The Plat re-subdivides the Subject Property into:

Lots 1-6, Block 1(inclusive); and
Lots 1-5, Block 2 (inclusive); and
Outlot A (inclusive), Anoka County, Minnesota.

D. The **PERMITTEE** has requested revisions to the Development Agreement to resolve typographical errors and implement a method to request reductions to their Letter of Credit as improvements are completed.

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**.**

3. The Plans. The term "Plans" as used in this Agreement means the Final Plat Plans prepared by Carlson McCain, Inc., dated April 11, 2023. 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.
   f. Concrete curb and gutter (urban).
   g. Street traffic control signals.
   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 re-producible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage I Improvements and acceptance by the **CITY**. As as-built plans are a required Stage I Improvement item per City Code Section 117-615, the **CITY** will not release in its entirety the required Stage I Improvement Financial 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 11 and except to the extent the **CITY** and the **PERMITTEE** may agree, in writing, to defer the **CITY'S** acceptance of certain specified Stage I Improvements, the **CITY** is deemed to have accepted the Stage I Improvements when the **CITY** releases the financial guaranty described in Section 11 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 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. Financial Guaranty for Stage I Improvements, and Stage II Improvements. The **PERMITTEE** shall provide a financial guaranty to the **CITY** guaranteeing the construction of the Stage I Improvements, and Stage II Improvements, as well as their timely completion. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of **($434,202.00),** which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I and Stage II Improvements.

12. Inspection Escrow for the Stage I Improvements, Stage II Improvements. The **PERMITTEE** shall provide an inspection escrow to the **CITY** to inspect the Stage I Improvements, and Stage II Improvements. The **PERMITTEE** shall be responsible for an inspection escrow in the amount of **($17,368.00)**, which amount is 5% of the City Engineer's estimated cost of the Stage I Improvements, and Stage II 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, and Stage II Improvements, after acceptance by the **CITY**.

13. Warranty for Stage I and Stage II Improvements. The **PERMITTEE** shall provide a one-year warranty in the amount of **$86,840.00**, 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.

14. Letter of Credit. Prior to release of the Final Plat for recording, the **PERMITTEE** shall deposit with the **CITY** an irrevocable Letter of Credit (LOC) for the sureties and inspection fees outlined in Sections 11, 12, and 13. In lieu of an irrevocable LOC, the **PERMITTEE** may provide a cash escrow to the **CITY**. The **CITY** shall use the LOC proceeds to reimburse the **CITY** for its costs of Stage I and Stage II Improvements to be constructed to the extent practicable; if the City Engineer determines that the Stage I and Stage II Improvements have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 15, the remaining proceeds shall be distributed to the **PERMITTEE**.

15. Reductions to the Letter of Credit. With **CITY** approval, the irrevocable LOC may be reduced from time to time as financial obligations are paid. The **PERMITTEE** may request that the LOC or cash deposits be reduced at the following intervals:

a. Pond cleaning portion of the LOC is retained until all homes within the development have been issued a full certificate of occupancy;
b. Three site improvement reductions at least two months apart;
c. Final streets is retained in full until completion of the final streets;
d. One landscape reduction of 50% upon complete installation required per the approved landscape plan.

16. Payment of Development Fees. The **PERMITTEE** must pay to the **CITY** the fees described on Exhibit B that are not addressed in Section 14, which may include, but are not limited to 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.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. 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**; 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.

18. **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 19 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this Section 18 (d).

19. 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, and Stage II Improvements, unless qualified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.

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:
Riverstone Development, LLC
Attn: Stephen Bona, Vice President
14015 Sunfish Lake Blvd NW
Ramsey, MN 55303

TO THE CITY:
City of Ramsey
Attn: Community Administrator
7550 Sunwood Drive NW
Ramsey, MN 55303

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

THE PERMITTEE:

RIVERSTONE DEVELOPMENT, LLC

By:_____, Stephen Bona
Its: Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Stephen Bona, Vice President of **RIVERSTONE DEVELOPMENT, LLC**, a Minnesota Corporation, under the laws of the State of Minnesota on behalf of the corporation.

_____
Notary Public

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_____ _____, 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 M, RIVERSTONE SOUTH, Anoka County, Minnesota.

Or Upon Recording:

Lots 1-6, Block 1(inclusive); and
Lots 1-5, Block 2 (inclusive); and
Outlot A (inclusive), Riverstone South Third Addition, Anoka County, Minnesota.

EXHIBIT B

Fees Payable to the City

	Units	Unit Type	Unit Price	Total	Notes
Park Dedication and Trail Development					
Park Dedication					
0-12 Units per acre; or	[redacted]	per unit	*$4,500*	$0	Fees satisfied in first addition for entire subdivision
Trail Development					
Residentail	11	per unit	*$1,500*	$16,500	
Subtotal Park and Trail Development				***$16,500***	
Water and Sewer Fees					
Water Trunk (Connection)	11	per unit	*$2,009*	$22,099	
Sanitary Sewer Trunk (Connection)	11	per unit	*$1,349*	$14,839	
Subtotal Water and Sewer Fees				***$36,938***	
Stormwater Management Fees					
Stormwater Management	11	per unit	*$534*	$5,874	
Subtotal Stormwater Management				***$5,874***	
Street Signs					
Street Signs	5	per sign	$245	***$1,225***	
Street Sign Subtotal				***$1,225***	
GRAND TOTAL FOR DEVELOPMENT FEES				**$60,537**	
Sureties and Inspection Fees					
Performance Surety (returned when complete)	$347,361.45	cost of improvement	*125%*	$434,202	Cash or Letter of Credit
Engineering Inspection Fee	$347,361.45	cost of improvement	*5%*	$17,368	Cash Escrow
Warranty for Stage I and II Improvements	$347,361.45	cost of improvement	*25%*	$86,840	Cash or Letter of Credit Reduction
Sewer Accessibility Charges (SAC) & Water Accessibility Charges (WAC) - Collected with Building Permit					
Accessibility Charge (WAC)		per SAC Unit	*$1,481*	$0	Collected with Building Permit
Accessibility Charge (SAC)		per SAC Unit	*$2,485*	$0	Collected with Building Permit
GRAND TOTAL FOR SAC & WAC				**$0**	

1. Trail Development Fees. The **PERMITTEE** is responsible for satisfying applicable Trail Development Fee requirements. **PERMITTEE** must pay a Trail Development Fee of **$16,500.00** (11 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.

2. 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 **$14,839.00** (11 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.

3. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Water Trunk Fee requirements. **PERMITTEE** must pay a Water Trunk Fee of **$22,099.00** (11 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.

(continued on the next page)

4. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying applicable Stormwater Trunk Fee requirements. **PERMITTEE** must pay a Stormwater Management Fee of **$5,874.00** (11 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.

5. 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 **$1,225.00** ($245 x 1 street name signs; $245 x 3 no parking signs; $245 x 1 stop signs).

6. 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 #23-108

RESOLUTION APPROVING REVISED DEVELOPMENT AGREEMENTS FOR RIVERSTONE SOUTH SECOND AND THIRD ADDITIONS

WHEREAS, Riverstone Development LLC, hereafter referred to as "**Developer**", properly applied for Final Plat approval of the following described properties located in the City of Ramsey:

Riverstone South Second Addition, Anoka County, Minnesota

- and -

Riverstone South Third Addition, Anoka County, Minnesota

(the '**Subject Properties**); and

WHEREAS, the City Council reviewed the Final Plat and Development Agreement of Riverstone South Second Addition on December 13, 2022; and

WHEREAS, the City Council reviewed the Final Plat and Development Agreement of Riverstone South Third Addition on May 9, 2023; and

WHEREAS, the Developer has requested an amendment to the approved Development Agreements to correct typographical errors and establish a method to request reductions to their Letter of Credit as improvements are completed.

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 amendment to the Development Agreements for Riverstone South Second and Third Additions.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 23rd day of May, 2023.

_____

Mayor

ATTEST:

_____

City Clerk

CC Regular Session **5. 6.**

Meeting Date: 05/23/2023

By: Bruce Westby, Engineering/Public Works

Information

Title

Approve Revision to Public Works Facility Walk-In Business Hours

Purpose/Background:

Purpose:

The purpose of this case is to approve revising the Public Works Facility walk-in business hours from 8:00 AM to 4:30 PM to 8:00 AM to 3:30 PM.

Background:

Currently, the front doors to the Public Works facility that are used for public access automatically unlock at 8:00 AM and lock again at 4:30 PM. Staff recommends revising the time that the front doors automatically lock to 3:30 PM to prevent public access to the facility after 3:30 PM.

Almost all Public Works staff leave work at 3:30 PM, leaving only one or two staff available any given day to watch the front door between 3:30 and 4:30 PM. Due to security concerns, staff requests that public access be restricted after 3:30 PM. Staff will still answer phones and emails until 4:30 PM, and will open the front door until 4:30 PM if needed for deliveries and any member of the public that needs to communicate directly with staff. A drop box is also available 24 hours a day outside the front doors for use by the public to drop off or pick up Parks facility keys for facility rentals. Staff therefore does not anticipate that there will be any negative impacts to the public as a result of the walk-in hour revisions.

Notification:

Notifications are not required for this case.

Observations/Alternatives:

Alternative #1:

Motion to approve revising the Public Works Facility walk-in business hours from 8:00 AM to 4:30 PM to 8:00 AM to 3:30 PM.

Funding Source:

The only funding required as a result of the recommended action is to change one decal on the front doors of the Public Works Facility from “4” to “3”. This work can be completed in-house and is estimated to cost less than $100 in material costs and staff time, which will be funded from the Public Works budget.

Recommendation:

Staff recommends alternative #1 due to noted security concerns.

On May 16th the Public Works Committee recommended City Council approval to revise Public Works Facility walk-in business hours from 8:00 AM to 4:30 PM to 8:00 AM to 3:30 PM.

Action:

Motion to approve revising the Public Works Facility walk-in business hours from 8:00 AM to 4:30 PM to 8:00 AM to 3:30 PM.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	05/18/2023 03:43 PM
Form Started By: Bruce Westby		Started On: 05/17/2023 08:45 AM
Final Approval Date: 05/18/2023		

CC Regular Session **5. 7.**

Meeting Date: 05/23/2023

By: Diana Lund, Finance

Information

Title

Authorize Renewal of Master Agreement With OPUS 21 (Utility Billing Provider) For Five Years

Purpose/Background:

The City currently contracts with OPUS 21 for utility billing services. OPUS 21 prints and distributes approximately 11,000 utility bills quarterly and handles all utility billing inquiries. For their services, OPUS 21 is paid approximately $63,000 annually.

The original contract (Master Services Agreement) with OPUS 21 was for the period of February 7, 2008 through February 6, 2013. On January 8, 2013, the City Council authorized a three-year extension (February 7, 20013-February 6, 2016) with OPUS 21 via an Addendum to the Master Services Agreement. This Addendum included two (2) one-year renewal options at the City's discretion. The first year renewal option was for the period of February 7, 2016 - February 6, 2017 and the extension was authorized by City Council on January 26, 2016 and the second year renewal option for the period of February 7, 2017 - February 6, 2018 was authorized by City Council on February 14, 2017. Another five-year term was authorized by the City Council on December 12, 2017 and the contract term ended on February 6, 2023. Thus, the City's current contract with OPUS 21 has expired and needs to be renewed.

It is being requested to authorize the renewal of the Master Agreement with OPUS 21 for another five years for the period of February 7, 2023 - January 31, 2028. Per the City's purchasing policy, Requests for Proposals (RFP's) are normally proposed to solicit proposals for professional services. As OPUS 21 is the only known firm that offers full utility billing services (most companies offer bill print only) an RFP would not be necessary. The only other option would be for the City to perform the utility billing function in house, which staff has researched and found that it would not be cost effective. For example, utility billing software alone would be approximately $70,000.

The City's purchasing policy also states that the City Council, at its discretion, formally extend a current standard services contract upon the recommendation of City staff. Staff has been satisfied with OPUS 21 and recommends the contract extension.

All terms of the Master Agreement remain intact. The renewal rates presented remain constant for 5 years.

Staff met with with the owner of OPUS 21 on May 23, 2023 and they stated that they will not backbill the amended rates for the months of February-April 2023.

Notification:

The City Attorney had reviewed the Original Master Agreement, Addendums & Renewal Options as they have occurred. The current contract renewal follows the same format as the renewal options.

Observations/Alternatives:

Other than bringing the function of utility billing in-house, staff has not found another vendor that provides utility billing service outside of OPUS 21. Our neighboring cities of Andover and St. Francis also contract with OPUS 21 for utility billing services.

Funding Source:

All utility billing functions are paid through the respective enterprise funds of water, sewer, street lighting, recycling and storm drainage.

Recommendation:

Staff recommends the renewal of the contract with OPUS 21 for a period of five years.

Action:

Motion to authorize the renewal of the Master Service Agreement with OPUS 21 for the Period of February 2023-January 31, 2028.

Attachments

Renewal of Master Agreement: Feb 2023 - January 31, 2028

Original Master Agreement

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	05/18/2023 08:31 AM
Form Started By: Diana Lund		Started On: 05/15/2023 01:15 PM
Final Approval Date: 05/18/2023		

NOTICE OF RENEWAL OF

CITY OF RAMSEY, MN

OPUS[21] MANAGEMENT SOLUTIONS MASTER AGREEMENT

OPUS[21] Agreement Number: 4031

Date: February 1, 2008

Addendum: February 1, 2023

The city of Ramsey and OPUS[21] Management Solutions, LLC, entered into a Master Agreement dated February 1, 2008, for the provision of software products and related services. Both the City and OPUS21 wish to extend this agreement for an additional 5-year period. With this renewal the term of that Agreement is extended through January 31, 2028.

The City herby gives notice to OPUS[21] that the City elects to renew the Master Agreement for an additional as provided in the addendum with the following changes:

Service	Current Cost	Renewal Cost
CIS Data Hosting	$0.37	$0.41
Bill Production	$0.19	$0.21
Bill Print	$0.13	$0.15
Envelopes	$0.14	$0.16
Payment Posting – Lockbox	$0.20	$0.24
Customer Service	$0.15	$0.18
Title Searches	$7.50	$7.50

All other terms of the Master Agreement remain intact.

CITY OF RAMSEY

Dated: _____ _____

Mark E. Kuzma, Mayor

_____

Brian Hagen, City Administrator

OPUS[21] MANAGEMENT SOLUTIONS
MASTER AGREEMENT
WITH
THE CITY OF RAMSEY

OPUS[21] Agreement Number: 4031
Date: February 1st, 2008

THIS **OPUS[21] Master Agreement** (this "Agreement"), is made and entered into this 1st day of February, 2008, by and between **OPUS[21] MANAGEMENT SOLUTIONS, LLC** A Minnesota Limited Liability Company, 680 Commerce Dr., Suite 160, Woodbury, MN 55125, ("OPUS[21]") and the **CITY OF RAMSEY**, a Minnesota Municipal corporation 7550 Sunwood Drive, NW, Ramsey, Minnesota ("City").

OPUS[21] and City agree that all products and services to be provided by OPUS[21] to City shall be furnished only under the terms and conditions of this Agreement and its attached Schedules No. 1 and No. 2 (the "Schedules").

OPUS[21] is a technology product and service firm specializing in providing certain technology software products and services that OPUS[21] has developed, owns or leases.

City desires to purchase products or services from OPUS[21].

OPUS[21] desires to supply City pursuant to the terms and conditions contained in this Agreement and the Schedules.

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed to as follows:

1 **Definition of Terms.** As used herein:

1.1 **"Project"** – The products and services provided by OPUS[21] for City.
1.2 **"Schedules"** – Attachments 1 and 2 to this Agreement, which are made a part of this Agreement for all purposes.
1.3 **"OPUS[21] Custom Software"** – Software developed by OPUS[21] specifically for City or OPUS[21] Core Software customized by OPUS[21] specifically for City.
1.4 **"OPUS[21] Core Software"** – Software developed or customized by OPUS[21] but not specifically for City.
1.5 **"OPUS[21] Software"** – OPUS[21] Custom Software and OPUS[21] Core Software. OPUS[21] Software does not include the Source Code.
1.6 **"Third-Party Software"** – Software in machine-readable form provided by OPUS[21] to City that is not developed or customized by OPUS[21]. Third-Party Software does not include the Source Code.
1.7 **"Software"** – OPUS[21] Software and Thirty-Party Software.
1.8 **"Source Code"** – A copy of the computer programming code in human-readable form.
1.9 **"Support Services Agreement"** – The Support Services Agreement that the parties may execute for all OPUS[21] Software provided to City by OPUS[21].

1.10 **"Service Bureau Processing"** – City's use of the OPUS[21] Software to provide commercial service bureau data processing services to Third-Party Customers.

1.11 **"Third-Party Customer"** – Third party utility service providers that provide utility services and obtain service bureau processing from City.

2 **Term of Agreement.** This Agreement shall be effective upon the date hereof and shall continue in force for a period of 60 months unless earlier terminated in accordance with the terms herein.

3 **Compensation.** The amount of compensation City shall pay OPUS[21] for the products and services provided by OPUS[21] hereunder shall be provided in the Schedules. All compensation shall be payable by City within 30 days of receipt of an invoice from OPUS[21]. City shall pay OPUS[21] a late payment charge of 1.5% per month or the maximum amount permitted by applicable law, whichever is less, on all amounts remaining unpaid when due.

4 **Limitation of Liability.** EXCEPT FOR INDEMNITY CLAIMS PURSUANT TO SECTION 10.1, AND EXCEPT FOR CLAIMS ARISING FROM THE MUTUAL NON-DISCLOSURE AGREEMENT, OPUS[21]'S LIABILITY ON ANY CLAIM OF DAMAGES ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT EXCEED THE AMOUNTS PAID BY CITY TO OPUS[21] UNDER THIS AGREEMENT. IN NO EVENT SHALL OPUS[21] BE LIABLE TO CITY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ECONOMIC DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF EXCEPT FOR SUBSTANTIAL PROVEN NEGLIGENCE BY OPUS[21]. IN NO EVENT SHALL OPUS[21] BE LIABLE TO THIRD-PARTY CUSTOMERS FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ECONOMIC DAMAGES ARISING OUT OF OR RELATED TO THE USE OF OPUS[21] SOFTWARE IN SERVICE BUREAU PROCESSING.

5 **Confidentiality of City's Information.**

5.1 OPUS[21] acknowledges that City, subject to the State of Minnesota Date Privacy Law, regards as confidential and as a proprietary asset any information or materials that come to the attention of OPUS[21] by reason of (a) the presence of OPUS[21]'s agents, employees, or representatives at City's site, or (b) OPUS[21] furnishing services to City in connection with this Agreement (such information, materials, and records collectively being referred to as "City's Confidential or Proprietary Information").

5.2 OPUS[21] agrees to safeguard City's Confidential or Proprietary Information by holding it in strict confidence, disclosing it only to those employees, agents or contractors who have a need to know in order to provide services as agreed upon. In the event that a subpoena or other legal process that in any way concerns City's Confidential or Proprietary Information is served upon OPUS[21], then OPUS[21] agrees to notify City in a reasonable manner following receipt of such subpoena or other legal process, and OPUS[21] will reasonably cooperate with City, as requested by City, to contest the subpoena or other legal process (provided that City agrees to pay any expense OPUS[21] incurs in so doing).

5.3 OPUS[21] agrees to take all reasonable steps to prevent the disclosure, publication or dissemination of City's Confidential or Proprietary Information to any other person or entity, except where and to the extent specifically required by law.

5.4 Notwithstanding anything herein to the contrary, City's Confidential or Proprietary Information shall not include: (a) information that comes into the public domain except as a result of a breach of this confidentiality provision; (b) information received by OPUS[21] from a third party not under any obligation of confidentiality with respect thereto; (c) information that is independently developed by OPUS[21] personnel that have not had access to City's Confidential or Proprietary Information; (d) information required to be disclosed under operation of law; or (e) information approved in advance in writing for disclosure by City.

5.5 In addition to any rights or remedies that are provided by this Agreement, City shall have all other rights and remedies available in law and in equity for any violation of this Section 5 by OPUS[21]. Such rights and remedies shall be non-exclusive and cumulative.

6 **Intellectual Property.** All computer programs, including the OPUS[21] Software, related documentation, written procedures, copies of transcripts, Source Codes, and similar items are proprietary to and shall be considered trade secrets and confidential information remaining the property of OPUS[21]. City agrees that, other than those disclosures and records required to be made or maintained pursuant to Minnesota Law, it will not disclose to any third party at any time (either during or after termination of this Agreement) any OPUS[21] trade secrets or any other OPUS[21] secrets or confidential information, learned by City in connection with this Agreement. All documentation shall be returned to OPUS[21] upon termination of this Agreement. All original input data items shall remain the property of City and will be returned pursuant to City's instructions, except as may be required by the State of Minnesota Data Privacy Law. City shall retain or destroy all original input documentation and other documentation in accordance with its own procedures.

7 **Modification.**

7.1 Either party may modify this Agreement or any Schedules through mutual agreement of both parties.

7.2 In the Event of Default, as defined in Section 8 below, the non-defaulting party may terminate this Agreement or any Schedule.

7.3 In the event of modification for any reason, City will pay all amounts due and payable under this Agreement up to the effective date of modification, and City may retain and use any products or services delivered to City prior to the date of modification as governed by the terms and good standing of the Agreement.

8 **Events of Default.**

8.1 City's failure to make payments as provided herein.

8.2 A party's failure to perform any material covenant, agreement, obligation, term or condition contained herein; provided, however, the party's failure to perform as provided in this Section 8.2 shall not be an Event of Default if the defaulting party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party or if the default cannot be cured within thirty (30) days, if the defaulting party commences cure within thirty (30) days of receipt of written notice and proceeds to cure such default within a reasonable period of time not to exceed 60 days from the date of default.

8.3 A party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy (except in connection with a reorganization under which the business of such party is continued and performance of all of its obligations under this Agreement shall continue) or appoints a receiver, acquiesces in the appointment of a receiver or trustee, or liquidator for it or any substantial part of its assets or properties.

9 **Remedies on Default.** In addition to the right of modification provided in Section 7.3 above, the non-defaulting party shall have all of the rights and remedies available in law and in equity.

10 **Hold Harmless and Indemnification.**

10.1 **By OPUS^{21}.** OPUS^{21} shall indemnify, defend and hold harmless City against any loss, damage or expense incurred by City as a result of claims, actions or proceedings brought by any third party arising out of OPUS^{21}'s performance of this Agreement including City's reasonable attorney's fees and any money damages or costs awarded in respect of any such claim(s) and any suit raising any such claim(s); provided, however, that (a) City shall have given OPUS^{21} prompt written notice of any such claim, demand, suit or action; (b) City shall cooperate with said defense by complying with OPUS^{21}'s reasonable instructions and requests to City in connection with said defense; and (c) OPUS^{21} shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof.

10.2 **By City.** City shall indemnify, defend and hold harmless OPUS^{21} against any loss, damages or expense incurred by OPUS^{21} as a result of claims, actions or proceedings brought by any third party arising out of City's performance of this Agreement including OPUS^{21}'s reasonable attorney's fees and any money damages or costs awarded in respect of any such claim(s) and any suit raising any such claim(s); provided, however, that (a) OPUS^{21} shall have given City prompt written notice of any such claim, demand, suit or action; (b) OPUS^{21} shall cooperate with said defense by complying with City's reasonable instructions and requests to OPUS^{21} in connection with said defense; and (c) City shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof.

11 **Notices.** All notices and other communications under this Agreement must be in writing and shall be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses or facsimile numbers (or at such other address or facsimile number as a party may designate by like notice to the other parties):

To OPUS^{21}:

OPUS^{21} Management Solutions, LLC
Attention: Lynn Shuba, President
680 Commerce Drive, Suite 160
Woodbury, MN 55125
Facsimile No.: (651) 905-0440

To City:

City of Ramsey
Attention: Finance Director
7550 Sunwood Drive NW
Ramsey, MN 55303
Facsimile No.: (763) 427-5543

Any notice or other communication shall be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the third (3rd) day after the date of receipt in the United States Mail, or (c) on the date of confirmed delivery by facsimile or overnight delivery service.

12 **Governing Law/Dispute Resolution.** This agreement shall be governed by, construed, and enforced under and in accordance with the Laws of the State of Minnesota. In the event of any litigation arising under or construing this Agreement, Plaintiff agrees to bring any action in the State of Minnesota. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If any dispute arises between the parties either relating to this Agreement or in any way arising out of this Agreement then the complaining party shall provide a notice of such dispute, in writing, to the other party. Such notice shall include both a specific description of the disputed issues and suggested action(s) to remedy such dispute. The Parties shall thereafter attempt, in good faith, to settle such dispute. If no resolution of the dispute is reached within forty-five (45) days of the notice of dispute, then either party may pursue any legal remedy it may have available including instituting suit in a court of competent jurisdiction.

13 **Binding Nature and Assignment.** This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party, except that the term "Assignment" shall not include any transfer by merger, acquisition, stock transfer or other consolidation with another entity. Notwithstanding the foregoing, City shall effect no assignment or transfer by merger, acquisition, stock transfer, sale of substantially all of the assets or consolidation to or with any entity engaged substantially in the business of providing software and/or related services that are similar to the software and services provided by OPUS21.

14 **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than OPUS21 and City. OPUS21 reserves the right to enforce the terms and conditions of this Agreement against all Third-Party Customers.

15 **Force Majeure.** Neither party shall be in default by reason of any failure in the performance of this Agreement (except failure to pay) if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

16 **Entire Agreement.** This Agreement and the Schedules contain the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties relative to its subject matter. No amendment to, or change, waiver or discharge of any provision of this Agreement shall be valid unless in writing and signed by any authorized representative of the party against which such amendment, change, waiver or discharge is sought to be enforced.

17 **Signature Authority.** Each party represents and warrants to the other that the signatory of that party is authorized to enter into this Agreement for and on behalf of that party.

18 **Relationship of the Parties.** The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (a) give any party the power to direct and control the day-to-day activities of the other; or (b) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (c) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent, employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

19 **Approvals and Similar Actions**. Where agreement, approval, acceptance, consent or similar action by either party is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld, unless specifically permitted by this Agreement.

20 **Publicity.** Either party hereto may prepare press releases concerning the existence of this Agreement and may reference the other party and this Agreement in its advertising, sales promotions, trade shows, or other marketing material, subject to review, comment, revision and prior written approval of the other party which approval shall not be unreasonably delayed or withheld.

21 **Severability**. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, INDEMNIFICATION OR EXCLUSION OF DAMAGES OR OTHER REMEDIES IS INTENDED TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY UNDER THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES OR OTHER REMEDIES SHALL REMAIN IN EFFECT.

22 **Waiver**. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by

either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

23 **Attorneys' Fees.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

24 **Compliance with Laws.** Each party shall comply with all governmental, including federal, state, and local laws, statutes, rules and regulations applicable to this Agreement.

25 **Conflicts between Agreements.** In the event that any terms of this Master Agreement conflict with any Schedule(s), License Agreement, or Support Services Agreement, the specific terms of those particular schedules or agreements will govern.

Accepted by:

OPUS[21] Management Solutions, LLC
a Minnesota Limited Liability Company

By: _____
Lynn Shuba
Its: President

February 1st ,2008
Date

City of Ramsey,
a Minnesota Municipal Corporation

By: _____
Its: Mayor

Attest By: _____
Its: City Administrator

February 7 ,2008
Date

SCHEDULE NO. 1

BASE SERVICES AND COST

Parties: City of Ramsey **("City")**
7550 Sunwood Drive NW
Ramsey, MN 55303

OPUS[21] Management Solutions **("OPUS[21]")**
680 Commerce Dr., Suite 160
Woodbury, MN 55125

This Schedule is part of the **Master Agreement** between OPUS[21] and City dated February 1, 2008 and is OPUS[21] Agreement No. 4031.

NOW, THEREFORE, the parties agree as follows:

1. Term of Agreement.

The term of the agreement will be 60 months from the date hereof.

2. Cost of Services. CIS Data Hosting, Bill Print, Lockbox and Support Services

Quarterly Billing Agreement

City Information Systems (CIS) Data Hosting / Account / Qtr	$0.46
Personnel & Support / Account /Qtr	$0.24
Simplex Bill Print w/ Inner and Outer Envelopes	$0.12
Remittance Lockbox / Account Processed	$0.19
Call Center from 8:00 AM – 9:00 PM M-F / Account / Qtr	$0.14

Postage is a direct or pass-through cost.

Special notices and mailings at $0.30 per item plus postage and printing.

Meter reading option through RMR Services, LLC, a Minnesota Limited Liability Company, 9772 Isanti St NE, Blaine, MN 55449 with shared equipment with City of Big Lake.

OPUS[21] Management Solutions, LLC
a Minnesota Limited Liability Company

By: _____
Lynn Shuba
Its: President

February 1st ,2008
Date

City of Ramsey,
a Minnesota Municipal
Corporation

By: _____
Its: Mayor

Attest By: _____
Its: City Administrator

February 7 ,2008
Date

SCHEDULE NO. 2

CONVERSION OF DATA

Parties: City of Ramsey **("City")**
7550 Sunwood Drive NW
Ramsey, MN 55303

OPUS[21] Management Solutions **("OPUS[21]")**
680 Commerce Dr., Suite 160
Woodbury, MN 55125

This Schedule is part of the **Master Agreement** between OPUS[21] and City dated the 1st day of February, and is OPUS[21] Agreement No. 4031.

NOW, THEREFORE, the parties agree as follows:

1 Software.

1.1 OPUS[21] will provide City with City Information System/Utility Billing Software:

2 **Services.** OPUS[21] will provide City with the following services on an as needed basis:

2.1 Planning and Specifications
2.2 Fulfillment
2.3 Configuration
2.4 Data Migration
2.5 Training
2.6 Testing
2.7 Production and Post-Live Monitoring

3 **Specifications.** OPUS[21] shall analyze City's needs to determine the required functionality and processes of the Software and/or Services. After preparing such needs analysis, OPUS[21] shall prepare specifications for the Software and/or Services ("Specifications").

4 **City's Obligation.** City shall:

4.1 Designate a primary and a secondary project manager, including telephone numbers and e-mail addresses, within ten (10) days following the execution of this Schedule.
4.2 Perform all of its obligations hereunder in a time frame that permits OPUS[21] to meet the Delivery Schedule.
4.3 Provide accurate information and the necessary resources required for OPUS[21] to meet the Delivery Schedule.
4.4 Participate in all required reviews, testing, training, and perform all City testing as deemed necessary by OPUS[21] to ensure the compliance and adherence to all required functionality and processes as defined and documented throughout the Project.

5 Compensation.

5.1 The Services to be provided by OPUS[21] described in this Schedule No. 2 shall not exceed $20,000.

OPUS[21] Management Solutions, LLC
a Minnesota Limited Liability Company

By: _____
Lynn Shuba
Its: President

February 1st ,2008
Date

City of Ramsey,
a Minnesota Municipal
Corporation

By: _____
Its: Mayor

Attest By: _____
Its: City Administrator

February 7 ,2008
Date

CC Regular Session **5. 8.**

Meeting Date: 05/23/2023

By: Colleen Lasher, Administrative Services

Information

Title

Authorization to Hire a Streets Maintenance Worker to Fill a Current Vacancy

Purpose/Background:

The purpose of this case is to request authorization to hire a full-time Streets Maintenance Worker to fill a current vacancy.

Staff conducted a recruitment and interview process to fill the vacancy. Staff selected Mr. Brandon Hodgemen as the top candidate. Subsequently, Mr. Hodgeman underwent and passed the City's pre-employment testing process, including a criminal background check, professional reference check, driving record check and employment verifications; as well as a physical exam and drug screen. The City extended a job offer which is contingent upon City Council approval. Staff is recommending the top candidate, Mr. Hodgeman be hired as a full-time Streets Maintenance Worker. Mr. Hodgeman will be subject to a 6-month probationary period and all Personnel Policies and/or employment contracts will apply.

Notification:

The Street Maintenance Worker position is responsible for constructing and maintaining streets, parking lots and related property; performing snow related activities; performing general maintenance activities; performing general labor; performing vehicle and motorized equipment maintenance; performing and assisting with landscape, grounds care, and forestry/naturalist activities; providing assistance with preparation of community events; performing mechanical building maintenance and repair; as well as a wide range of other tasks as required.

In addition, the Streets Maintenance Worker is required be a member of the Public Works on-call team and work a rotating on-call schedule 8 weeks per year. This requires employees to be available to respond during evenings, weekends and holidays.

Funding Source:

The funding required for this position has already been included in the 2023 budget.

Recommendation:

Staff recommends hiring Mr. Brandon Hodgeman as a full-time Public Works Streets Maintenance Worker, effective on or near June 12, 2023, at $25.749 per hour, which is step 1 of the 2023 wage scale.

Action:

Motion to to hire Mr. Brandon Hodgeman as a full-time Public Works Streets Maintenance Worker, effective on or near June 12, 2023, at $25.749 per hour, which is step 1 of the 2023 wage scale.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	05/18/2023 08:31 AM
Form Started By: Colleen Lasher		Started On: 05/12/2023 11:35 AM
Final Approval Date: 05/18/2023		

CC Regular Session **5. 9.**

Meeting Date: 05/23/2023

By: Jennifer Morrison, Finance

Information

Title

Adopt Resolution #23-119 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of May 4, 2023 through May 17, 2023.

Purpose/Background:

Adopt Resolution #23-119 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of May 4, 2023 through May 17, 2023.

Recommendation:

Staff Recommends to Adopt Resolution #23-119 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of May 4, 2023 through May 17, 2023.

Action:

Motion to Adopt Resolution #23-119 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of May 4, 2023 through May 17, 2023.

Attachments

Bills List 5/23/2023

Resolution 23-119

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	05/18/2023 07:21 AM
Brian Hagen	Brian Hagen	05/18/2023 08:28 AM
Form Started By: Jennifer Morrison		Started On: 05/17/2023 03:13 PM
Final Approval Date: 05/18/2023		

RAMSEY CITY COUNCIL MEETING

5.23.23

BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:		SUBMITTED FOR APPROVAL
Prepaids 5.4.23 - 5.17.23		$ 518,142.41
Accounts Payable 5.4.23 - 5.17.23		298,721.73
Payroll	5.12.23	218,747.94
Debt Service		
Pay Estimates- Projects		
TOTAL SUBMITTED FOR APPROVAL THIS MEETING (Invoices Available for Reviewal)		**$ 1,035,612.08**

DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:

	APPROVED PREVIOUS MTG	2023 Y.T.D.
PREPAIDS	$ 224,655.17	$ 3,241,177.89
PREPAID ADJUSTMENTS		
ACCOUNTS PAYABLE INVOICING	170,538.42	2,880,087.49
ACCT PAYABLE INVOICING ADJUSTMENTS		
NET PAYROLL TOTAL	242,585.95	2,045,155.03
CORRECTION TO PAYROLL		
DEBT SERVICE		
CORRECTION TO DEBT SERVICE		
PAY ESTIMATE(S) - PROJECTS		9,197.09
TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED	**$ 637,779.54**	**$ 8,175,617.50**

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5/4/2023 -- 5/17/2023

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
116822	**5/4/2023**		**100297 CENTERPOINT ENERGY**							
		1,605.27	MONTHLY GAS CHARGES		118721	8000014064-2 MAR 2023	0452.6373		GAS	PARK & RECREATION
		910.34	MONTHLY GAS CHARGES		118721	8000014064-2 MAR 2023	0311.6373		GAS	STREET MAINTENANCE
		910.34	MONTHLY GAS CHARGES		118721	8000014064-2 MAR 2023	9601.6373		GAS	WATER FUND
		910.34	MONTHLY GAS CHARGES		118721	8000014064-2 MAR 2023	9602.6373		GAS	SEWER FUND
		910.34	MONTHLY GAS CHARGES		118721	8000014064-2 MAR 2023	9605.6373		GAS	STORM WATER UTILITY
		5,246.63								
116823	**5/4/2023**		**110734 CITY OF RAMSEY**							
		150.00	ACCT #733639		118705	05042023	9601.4651		WATER REVENUE	WATER FUND
		160.00	ACCT #610929376		118705	05042023	9601.4651		WATER REVENUE	WATER FUND
		255.00	ACCT #62855296		118705	05042023	9601.4651		WATER REVENUE	WATER FUND
		160.00	ACCT #720561		118705	05042023	9601.4651		WATER REVENUE	WATER FUND
		29.26	ACCT #726019		118705	05042023	9604.4651		WATER REVENUE	RECYCLING FUND
		754.26								
116824	**5/4/2023**		**100116 CONNEXUS ENERGY**							
		7,091.87	3/17-4/19/23 ELECTRIC USE		118710	759126-303107 APR 2023	0194.6371		ELECTRIC UTILITIES	GENERAL GOVERNMENT BUILDING
		1,201.19	3/17-4/19/23 ELECTRIC USE		118710	759126-303107 APR 2023	0220.6371		ELECTRIC UTILITIES	FIRE PROTECTION
		73.54	3/17-4/19/23 ELECTRIC USE		118710	759126-303107 APR 2023	9230.6249		MISCELLANEOUS OPERATING SUPPLY	ECONOMIC DEVELOPMENT AUTHO
		3,490.54	3/17-4/19/23 ELECTRIC USE		118710	759126-303107 APR 2023	9240.6371		ELECTRIC UTILITIES	PARKING RAMP MAINTENANCE
		29.39	3/17-4/19/23 ELECTRIC USE		118710	759126-303107 APR 2023	9410.6371	00041018	ELECTRIC UTILITIES	RALF FUNDED PROJECTS
		509.36	3/17-4/19/23 ELECTRIC USE		118710	759126-303107 APR 2023	9410.6371	00041012	ELECTRIC UTILITIES	RALF FUNDED PROJECTS
		10,303.46	3/17-4/19/23 ELECTRIC USE		118711	759126-303101 APR 2023	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
		89.25	SIREN UTILITIES		118712	759126-303095 APR 2023	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		7,897.79	ELECTRICITY- WATER		118713	759126-303102 APR 2023	9601.6371		ELECTRIC UTILITIES	WATER FUND
		1,097.82	ELECTRICITY -SEWER		118713	759126-303102	9602.6371		ELECTRIC UTILITIES	SEWER FUND

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
									Continued...	
116824	5/4/2023		100116 CONNEXUS ENERGY							
						APR 2023				
		63.98	ELECTRICITY - STORM		118713	759126-303102 APR 2023	9605.6371		ELECTRIC UTILITIES	STORM WATER UTILITY
		982.93	STREET LIGHTING		118714	759126-303100 APR 2023	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		1,274.24	ELECTRIC		118715	759126-303106 APR 2023	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
		654.18	ELECTRIC		118715	759126-303106 APR 2023	0311.6371		ELECTRIC UTILITIES	STREET MAINTENANCE
		639.68	ELECTRIC		118715	759126-303106 APR 2023	9601.6371		ELECTRIC UTILITIES	WATER FUND
		639.68	ELECTRIC		118715	759126-303106 APR 2023	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		639.68	ELECTRIC		118715	759126-303106 APR 2023	9605.6371		ELECTRIC UTILITIES	STORM WATER UTILITY
		36,678.58								
116825	5/4/2023		100167 CORNERSTONE FORD							
		75.00-	POLICE #383		118716	15415012	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		52.23-	EARLY PAY DISCOUNT		118717	15414815	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		597.25	POLICE #383		118717	15414815	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		470.02								
116826	5/4/2023		106583 DELTA DENTAL PLAN OF MINNESOTA							
		5,049.92	MAY 2023 DENTAL PREMIUM		118730	RIS0004870955	9101.2170		DENTAL/DISABILITY/LIFE	GENERAL FUND
		5,049.92								
116827	5/4/2023		119358 FARMERS INSURANCE							
		75.00	RAMSEY BUS EXPO REFUND-FARMERS		118725	050211	9230.6249	00923001	MISCELLANEOUS OPERATING SUPPLY	ECONOMIC DEVELOPMENT AUTHO
		75.00								
116828	5/4/2023		120046 FEDEX GROUND							
		75.00	RAMSEY BUS EXPO REFUND-FEDEX		118724	050223	9230.6249	00923001	MISCELLANEOUS OPERATING SUPPLY	ECONOMIC DEVELOPMENT AUTHO
		75.00								
116829	5/4/2023		120047 GREEN HOME SOLUTIONS							
		75.00	RAMSEY BUS EXPO REFUND-GREEN H		118726	050223	9230.6249	00923001	MISCELLANEOUS OPERATING SUPPLY	ECONOMIC DEVELOPMENT AUTHO
		75.00								
116830	5/4/2023		115574 HEALTHPARTNERS							

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116830	**5/4/2023**		**115574 HEALTHPARTNERS**							
		847.00	MAY 2023 BONINE HEALTH PREM		118729	120393279	0211.6131		GROUP INSURANCE	POLICE PROTECTION
		84,009.50	MAY 2023 HEALTH PREM		118729	120393279	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		84,856.50								
116831	**5/4/2023**		**100351 NCPERS GROUP LIFE INS**							
		368.00	MAY 2023 PERA LIFE PREM		118732	704800052023	9101.2170		DENTAL/DISABILITY/LIFE	GENERAL FUND
		368.00								
116832	**5/4/2023**		**119361 NELSON, ANGELO**							
		10.00	REIMB FINGERPRINT RES OFFIC		118731	05042023	0211.6208		MISCELLANEOUS OFFICE SUPPLIES	POLICE PROTECTION
		10.00								
116833	**5/4/2023**		**117544 QUADIENT FINANCE USA INC**							
		2,000.00	POSTAGE METER REFILL		118708	05042023	9101.1551		POSTAGE METER DEPOSIT	GENERAL FUND
		2,000.00								
116834	**5/4/2023**		**120045 SMART MOMS TRAVEL**							
		75.00	EXPO REFUND		118722	050223	9230.6249	00923001	MISCELLANEOUS OPERATING SUPPLY	ECONOMIC DEVELOPMENT AUTHOI
		75.00								
116835	**5/4/2023**		**113028 THE MUSIC WORKS INC**							
		3,500.00	HD BAND ROLLING STONERS 2022		118707	05042023	0296.6249		MISCELLANEOUS OPERATING SUPPLY	HAPPY DAYS
		3,500.00								
116836	**5/4/2023**		**120048 THRIVENT FEDERAL CREDIT UNION**							
		75.00	RAMSEY BUS EXPO REFUND-THRIVEN		118727	050223	9230.6249	00923001	MISCELLANEOUS OPERATING SUPPLY	ECONOMIC DEVELOPMENT AUTHOI
		75.00								
116837	**5/4/2023**		**106638 UNIQUE PAVING MATERIALS CORPORATION**							
		914.66	COLD PATCH		118117	72605	0311.6265		ASPHALT	STREET MAINTENANCE
		13.72	INTEREST		118117	72605	0153.6489		OTHER CONTRACTED SERVICES	FINANCE
		928.38								
116838	**5/4/2023**		**120049 WJC REMODELING LLC**							
		75.00	RAMSEY BUS EXPO REFUND-WJC		118728	050223	9230.6249	00923001	MISCELLANEOUS OPERATING SUPPLY	ECONOMIC DEVELOPMENT AUTHOI
		75.00								
116869	**5/11/2023**		**100012 ACE SOLID WASTE INC**							
		144.02	REFUSE/RECYCLING		118841	9083087T0B7 MAY 2023	0220.6374		REFUSE/RECYCLING	FIRE PROTECTION

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116869	5/11/2023		100012 ACE SOLID WASTE INC							
		37,555.28	MAY RECYCLING		118842	9057280T087 MAY 2023	9604.6489		OTHER CONTRACTED SERVICES	RECYCLING FUND
		108.19	WASTE SERVICES		118861	9067289T067 MAY 2023	0311.6374		REFUSE/RECYCLING	STREET MAINTENANCE
		323.27	WASTE SERVICES		118861	9067289T067 MAY 2023	0194.6374		REFUSE/RECYCLING	GENERAL GOVERNMENT BUILDING
		729.57	WASTE SERVICES		118861	9067289T067 MAY 2023	0452.6374		REFUSE/RECYCLING	PARK & RECREATION
		108.20	WASTE SERVICES		118861	9067289T067 MAY 2023	9601.6374		REFUSE/RECYCLING	WATER FUND
		108.20	WASTE SERVICES		118861	9067289T067 MAY 2023	9602.6374		REFUSE/RECYCLING	SEWER FUND
		645.20	WASTE SERVICES		118861	9067289T067 MAY 2023	9604.6249		MISCELLANEOUS OPERATING SUPPLY	RECYCLING FUND
		108.20	WASTE SERVICES		118861	9067289T067 MAY 2023	9605.6374		REFUSE/RECYCLING	STORM WATER UTILITY
		39,830.13								
116870	5/11/2023		120058 BRAUN, JOSEPH							
		50.00	1 YOGA CLASS		118846	050523	0452.6489		OTHER CONTRACTED SERVICES	PARK & RECREATION
		50.00								
116871	5/11/2023		110734 CITY OF RAMSEY							
		79.20			118835	719019 1ST QTR 2023	9410.6372	00041012	WATER/IRRIGATION	RALF FUNDED PROJECTS
		266.50	C/H WATER BILL		118838	444931294 1ST QTR 2023	0194.6372		WATER/IRRIGATION	GENERAL GOVERNMENT BUILDING
		121.52	RAMP WATER BILL		118839	444931372 1ST QTR 2023	9240.6372		WATER/IRRIGATION	PARKING RAMP MAINTENANCE
		127.44	WATER UTILITIES		118840	726528 1ST QTR 2023	0220.6372		WATER/IRRIGATION	FIRE PROTECTION
		2.43	161ST & URANIMITE (E) 1ST QTR		118848	727918 1ST QTR 2023	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		45.63	SOLSTICE PARK 1ST QTR BILLING		118852	726294 1ST QTR 2023	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		2.43	ELMCREST BUILDING 1ST QTR BILL		118853	724931 1ST QTR 2023	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		2.43	14700 TOWN CENTER DR 1 QT BILL		118854	724470 1ST QTR 2023	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		121.52	DRAW PARK 1ST QTR BILLING		118855	724628 1ST QTR	0452.6372		WATER/IRRIGATION	PARK & RECREATION

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116871	**5/11/2023**		**110734 CITY OF RAMSEY**						**Continued...**	
						2023				
		2.43	N. COMMONS 1ST QTR BILLING		118856	722164 1ST QTR 2023	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		121.52	RIVERDALE PARK 1ST QTR BILLING		118857	723960 1ST QTR 2023	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		121.52	ELMCREST BUILDING 1ST QTR BILL		118858	724874 1ST QTR 2023	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		2.43	161ST & URANIMITE (W) 1ST QTR		118859	727919 1ST QTR 2023	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		194.50	QUARTERLY WATER BILL PW BLDG		118860	733061 1ST QTR 2023	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		194.50	QUARTERLY WATER BILL PW BLDG		118860	733061 1ST QTR 2023	0311.6372		WATER/IRRIGATION	STREET MAINTENANCE
		194.50	QUARTERLY WATER BILL PW BLDG		118860	733061 1ST QTR 2023	9601.6372		WATER/IRRIGATION	WATER FUND
		194.51	QUARTERLY WATER BILL PW BLDG		118860	733061 1ST QTR 2023	9602.6372		WATER/IRRIGATION	SEWER FUND
		194.51	QUARTERLY WATER BILL PW BLDG		118860	733061 1ST QTR 2023	9605.6372		WATER/IRRIGATION	STORM WATER UTILITY
		1,989.52								
116872	**5/11/2023**		**112413 L E A DATA TECHNOLOGIES**							
		105.00	TRAINING PROG UPGRADE		118831	05112023	0211.6413		OFFICE EQUIPMENT RENTAL	POLICE PROTECTION
		105.00								
116873	**5/11/2023**		**119678 LAMBRECHT, CRISTA**							
		141.62	UB REF 13899 JASPAR ST		118830	05112023	9601.4651		WATER REVENUE	WATER FUND
		141.62								
116874	**5/11/2023**		**119352 LEE, JENNIFER**							
		200.00	4 YOGA CLASSES		118847	050523	0452.6489		OTHER CONTRACTED SERVICES	PARK & RECREATION
		200.00								
116875	**5/11/2023**		**117450 ROY, NICOLE**							
		100.00	REFUND FEES-INCOMPLETE APP		118833	05112023	9101.4170		OTHER BUSINESS LICENSES & PERM	GENERAL FUND
		50.00	REFUND FEES-INCOMPLETE APP		118833	05112023	9101.4170		OTHER BUSINESS LICENSES & PERM	GENERAL FUND
		150.00								
1005017	**5/5/2023**		**116603 ADRENALINE SPORTS CENTER INC**							
		1,700.00			118723	05012023	9230.6249	00923001	MISCELLANEOUS OPERATING SUPPLY	ECONOMIC DEVELOPMENT AUTHO

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1005017	5/5/2023		116603 ADRENALINE SPORTS CENTER INC						Continued...	
		1,700.00								
1005018	5/5/2023		116114 AVESIS THIRD PARTY ADMINISTRATORS							
		334.27	MAY 2023 VISION PREM		118733	2983109	9101.2170		DENTAL/DISABILITY/LIFE	GENERAL FUND
		334.27								
1005019	5/5/2023		116197 CINTAS CORPORATION							
		12.18	UNIFORM CLEANING/RENTAL		118118	4149696670	0311.6417		UNIFORM RENTAL	STREET MAINTENANCE
		22.09	UNIFORM CLEANING/RENTAL		118118	4149696670	0452.6415		OTHER EQUIPMENT RENTAL	PARK & RECREATION
		22.07	UNIFORM CLEANING/RENTAL		118118	4149696670	0311.6415		OTHER EQUIPMENT RENTAL	STREET MAINTENANCE
		1.18	INTEREST		118118	4149696670	0153.6489		OTHER CONTRACTED SERVICES	FINANCE
		22.07	UNIFORM CLEANING/RENTAL		118118	4149696670	9601.6439		OTHER MISCELLANEOUS	WATER FUND
		79.59								
1005020	5/5/2023		100624 DLT SOLUTIONS INC							
		6,728.05	AUTOCAD LICENSING		118720	5164660A	0192.6405		OFFICE & DATA PROCESSING EQUIP	DATA PROCESSING
		6,728.05								
1005021	5/5/2023		115261 LOHSE JOHNSON,LAURA							
		10.93	REIMB LUNCH EXPLORER CONF		118706	05042023	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		12.25	REIMB SUPPER EXPLOER CONF		118706	05042023	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		2.00	EXPLORER CONF PARKING		118706	05042023	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		25.18								
1005022	5/5/2023		116846 MC TOOL AND SAFETY SALES							
		.79-	EARLY PAY DISCOUNT		118719	016227	0301.6231		UNIFORMS & TURN-OUT GEAR	ENGINEERING
		78.50	RAIN JACKETS		118719	016227	0301.6231		UNIFORMS & TURN-OUT GEAR	ENGINEERING
		77.71								
1005023	5/5/2023		119638 O'REILLY AUTO PARTS							
		.42-	EARLY PAY DISCOUNT		118718	6193-120830	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		21.00	POLICE #372		118718	6193-120830	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		20.58								
1005024	5/5/2023		116813 SCHMIDT, KATIE							
		26.86	MILEAGE SAFTEY & LOSS CONF		118709	05042023	0130.6334		MILEAGE REIMBURSEMENT	ADMINISTRATION
		26.86								
1005055	5/12/2023		117418 ANDERSON, DEREK							
		11.42	REIMB LUNCH 1ST RESP TRAIN		118829	05112023	0211.6331		TRAVEL & LODGING	POLICE PROTECTION

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1005055	5/12/2023		117418 ANDERSON, DEREK							
		11.55	REIMB LUNCH 1ST RESP TRAIN		118829	05112023	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		22.97								
1005056	5/12/2023		100031 ANOKA COUNTY							
		136.29	27-32-25-34-0009 RP		118653	05032023A	0311.6374		REFUSE/RECYCLING	STREET MAINTENANCE
		136.29	27-32-25-34-0009 RP		118653	05032023A	0452.6374		REFUSE/RECYCLING	PARK & RECREATION
		136.29	27-32-25-34-0009 RP		118653	05032023A	9601.6374		REFUSE/RECYCLING	WATER FUND
		136.29	27-32-25-34-0009 RP		118653	05032023A	9602.6374		REFUSE/RECYCLING	SEWER FUND
		42.26	30-32-25-14-0037 RP		118654	05032023B	0452.6374		REFUSE/RECYCLING	PARK & RECREATION
		6.42	29-32-25-32-0050 RP		118655	05032023C	0452.6374		REFUSE/RECYCLING	PARK & RECREATION
		4.00	29-32-25-32-0048 RP		118656	05032023D	0452.6374		REFUSE/RECYCLING	PARK & RECREATION
		7.20	29-32-25-23-0062 RP		118657	05032023E	0452.6374		REFUSE/RECYCLING	PARK & RECREATION
		1.02	20-32-25-33-0139 RP		118658	05032023F	0452.6374		REFUSE/RECYCLING	PARK & RECREATION
		1.02	20-32-25-33-0037 RP		118659	05032023G	0452.6374		REFUSE/RECYCLING	PARK & RECREATION
		6.00	20-32-25-32-0140 RP		118660	05032023H	0452.6374		REFUSE/RECYCLING	PARK & RECREATION
		1.02	20-32-25-32-0139 RP		118661	05032023I	0452.6374		REFUSE/RECYCLING	PARK & RECREATION
		1.02	20-32-25-32-0053 RP		118662	05032023J	0452.6374		REFUSE/RECYCLING	PARK & RECREATION
		1.02	20-32-25-32-0051 RP		118663	05032023K	0452.6374		REFUSE/RECYCLING	PARK & RECREATION
		3,157.48	28-32-25-31-0020 RP		118664	05032023L	9410.6315	00041005	MISCELLANEOUS PROFESSIONAL SER	RALF FUNDED PROJECTS
		4,723.34	28-32-25-31-0007 RP		118665	05032023M	9410.6315	00041005	MISCELLANEOUS PROFESSIONAL SER	RALF FUNDED PROJECTS
		1,110.06	00066-2003 PP		118666	05032023N	9410.6315	00041014	MISCELLANEOUS PROFESSIONAL SER	RALF FUNDED PROJECTS
		30.78	35-32-25-31-0057 RP		118667	05032023O	0452.6249		MISCELLANEOUS OPERATING SUPPLY	PARK & RECREATION
		807.36	28-32-25-22-0057 RP		118668	05032023P	9214.6315		MISCELLANEOUS PROFESSIONAL SER	TAX INCREMENT DISTRICT#14
		6,426.48	00066-2001 PP		118669	05032023Q	9410.6315	00041018	MISCELLANEOUS PROFESSIONAL SER	RALF FUNDED PROJECTS
		28,545.60	00066-2005 PP		118670	05032023R	9410.6315	00041001	MISCELLANEOUS PROFESSIONAL SER	RALF FUNDED PROJECTS
		172.86	14-32-25-21-0003 RP		118671	05032023S	0452.6249		MISCELLANEOUS OPERATING SUPPLY	PARK & RECREATION
		69.14	16-32-25-23-0001 RP		118672	05032023T	0194.6374		REFUSE/RECYCLING	GENERAL GOVERNMENT BUILDING
		155.54	20-32-25-44-0002 RP		118673	05032023U	0194.6374		REFUSE/RECYCLING	GENERAL GOVERNMENT BUILDING
		545.16	23-32-25-41-0047 RP		118674	05032023V	0194.6374		REFUSE/RECYCLING	GENERAL GOVERNMENT BUILDING
		21.30	25-32-25-44-0012 RP		118675	05032023W	0194.6374		REFUSE/RECYCLING	GENERAL GOVERNMENT BUILDING
		545.16	28-32-25-31-0017 RP		118676	05032023X	0194.6374		REFUSE/RECYCLING	GENERAL GOVERNMENT BUILDING
		6,503.06	34-32-25-12-0008 RP		118677	05032023Y	9410.6315	00041001	MISCELLANEOUS PROFESSIONAL SER	RALF FUNDED PROJECTS
		545.16	34-32-25-12-0009 RP		118678	05032023Z	9410.6315	00041012	MISCELLANEOUS PROFESSIONAL SER	RALF FUNDED PROJECTS
		53,974.62								
1005057	5/12/2023		116846 MC TOOL AND SAFETY SALES							
		9.64-	EARLY PAY DISCOUNT		118849	015856	0452.6249		MISCELLANEOUS OPERATING SUPPLY	PARK & RECREATION
		963.86	GAS CANS		118849	015856	0452.6249		MISCELLANEOUS OPERATING SUPPLY	PARK & RECREATION
		1.60-	EARLY PAY DISCOUNT		118850	015703	0301.6231		UNIFORMS & TURN-OUT GEAR	ENGINEERING
		159.62	JACKETS FOR JOSH/JAKE		118850	015703	0301.6231		UNIFORMS & TURN-OUT GEAR	ENGINEERING

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1005057	5/12/2023		116846 MC TOOL AND SAFETY SALES						Continued...	
		1,112.24								
1005058	5/12/2023		100291 MET COUNCIL SAC							
		79,520.00	SAC REMITTANCE		118832	05112023	9602.2083		SAC CHARGES	SEWER FUND
		795.20-	SAC REMITTANCE DISCOUNT		118832	05112023	9602.4356		SEWER AVAILABILITY CHARGE-ADM	SEWER FUND
		78,724.80								
1005059	5/12/2023		119638 O'REILLY AUTO PARTS							
		.21-	EARLY PAY DISCOUNT		118845	6193-121744	0220.6249		MISCELLANEOUS OPERATING SUPPLY	FIRE PROTECTION
		10.49	BRACKET REPAIR		118845	6193-121744	0220.6249		MISCELLANEOUS OPERATING SUPPLY	FIRE PROTECTION
		12.99	SEALANT		118862	6193-121619	0311.6229		SHOP MATERIALS	STREET MAINTENANCE
		.26-	EARLY PAY DISCOUNT		118862	6193-121619	0311.6229		SHOP MATERIALS	STREET MAINTENANCE
		.72-	EARLY PAY DISCOUNT		118863	6193-121711	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		36.04	MOWER #683		118863	6193-121711	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		.24-	EARLY PAY DISCOUNT		118864	6193-121830	0311.6229		SHOP MATERIALS	STREET MAINTENANCE
		11.88	DISCONNECTS		118864	6193-121830	0311.6229		SHOP MATERIALS	STREET MAINTENANCE
		69.97								
1005060	5/12/2023		111488 POPP.COM INC							
		639.82	POPP COMM-CITY MONTHLY PHONE		118844	992782461	0192.6321		TELEPHONE	DATA PROCESSING
		148.64	POPP-RAMP-PHONE		118844	992782461	9240.6321		TELEPHONE	PARKING RAMP MAINTENANCE
		79.28	POPP-YOUTHFIRST-PHONE		118844	992782461	9410.6315	00041012	MISCELLANEOUS PROFESSIONAL SERR	ALF FUNDED PROJECTS
		867.74								
1005061	5/12/2023		120052 SCHLUETER, WENDY							
		41.92	LMC SEMINAR MILEAGE		118834	05112023	9230.6331		TRAVEL & LODGING	ECONOMIC DEVELOPMENT AUTHO
		7.25	LMC SEMINAR PARKING		118834	05112023	9230.6331		TRAVEL & LODGING	ECONOMIC DEVELOPMENT AUTHO
		49.17								
1005062	5/12/2023		100510 VERIZON WIRELESS							
		787.86	VERIZON-STAFF PHONES-MAY CHANG		118851	9933863222 APR 2023	0192.6323		CELLULAR PHONES	DATA PROCESSING
		538.14	VERIZON-SQUADS-MAY CHANGEOVER		118851	9933863222 APR 2023	0211.6415		OTHER EQUIPMENT RENTAL	POLICE PROTECTION
		45.12	VERIZON DATA FOR LIFT STATION		118865	9933829291 APR 2023	9602.6323		CELLULAR PHONES	SEWER FUND
		1,371.12								
1005063	5/12/2023		111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC							
		237.95	PW FIRE PANEL MONT/TEST		118836	150-1681-4280	0311.6489		OTHER CONTRACTED SERVICES	STREET MAINTENANCE

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1005063	**5/12/2023**		**111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC**						**Continued...**	
						MAY 2023				
		956.12	FS#2 FIRE PANEL MONIT		118836	150-1681-4280 MAY 2023	0220.6489		OTHER CONTRACTED SERVICES	FIRE PROTECTION
		36.90	7550 SUNWOOD MONITORING		118836	150-1681-4280 MAY 2023	0194.6489		OTHER CONTRACTED SERVICES	GENERAL GOVERNMENT BUILDING
		36.90	PW MONITORING		118836	150-1681-4280 MAY 2023	0311.6489		OTHER CONTRACTED SERVICES	STREET MAINTENANCE
		48.95	RAMP FIRE PANEL TEST/MONIT		118836	150-1681-4280 MAY 2023	9240.6315		MISCELLANEOUS PROFESSIONAL SER	PARKING RAMP MAINTENANCE
		27.95	YOUTH FIRST FIRE PANEL MONIT		118836	150-1681-4280 MAY 2023	9410.6315	00041012	MISCELLANEOUS PROFESSIONAL SER	RALF FUNDED PROJECTS
		27.95	C/H FIRE MONITORING		118837	150-1681-6340 MAY 2023	0194.6489		OTHER CONTRACTED SERVICES	GENERAL GOVERNMENT BUILDING
		28.95	PD SECURITY		118843	150-1682-6501 MAY 2023	0211.6489		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		1,401.67								
98051223	**5/12/2023**		**107962 TOTAL ADMINISTRATIVE SERV (DO NOT USE)**							
		970.00			118816	05102313535710	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		96.00	bonine veba 5/12/23		118816	05102313535710	0211.6131		GROUP INSURANCE	POLICE PROTECTION
		1,066.00								
98051523	**5/15/2023**		**100219 HOME DEPOT COMMERCIAL ACCT PROGRAM**							
		95.49	MISC SUPPLIES / MAY 2023 PURCH		118891	05152023	0194.6249		MISCELLANEOUS OPERATING SUPPLY	GENERAL GOVERNMENT BUILDING
		1.91-	EP DISCOUNT		118891	05152023	0194.6249		MISCELLANEOUS OPERATING SUPPLY	GENERAL GOVERNMENT BUILDING
		93.58								
98151223	**5/12/2023**		**115568 ALERUS FINANCIAL NA**							
		6,897.63			118819	05102313535713	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		6,897.63								
98316603	**5/12/2023**		**114790 GREAT WEST LIFE AND ANNUITY INS CO**							
		4,067.63			118818	05102313535712	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		4,067.63								
99051023	**5/10/2023**		**107885 DEPARTMENT OF LABOR AND INDUSTRY**							
		4,530.04	APRIL 2023 SURCHARGE REMIT		118828	05102023	9101.2081		SURCHARGES-PERMITS	GENERAL FUND
		90.85-	APRIL 2023 SURCHARGE RETENTION		118828	05102023	9101.4604		SURCHARGES	GENERAL FUND
		4,439.19								

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
			Continued...							
99051223	5/12/2023		**100629 MN DEPT OF REV SALES TX**							
		217.67	APRIL 2023 SALES/USE/TRANS TAX		118892	05122023	9101.4305		RENTAL FEES	GENERAL FUND
		10.21	APRIL 2023 SALES/USE/TRANS TAX		118892	05122023	9101.4328		ACCIDENT REPORTS	GENERAL FUND
		.03-	APRIL 2023 SALES/USE/TRANS TAX		118892	05122023	9101.4609		OTHER MISCELLANEOUS REVENUES	GENERAL FUND
		218.70	APRIL 2023 SALES/USE/TRANS TAX		118892	05122023	9601.2082		SALES/USE TAX PAYABLE	WATER FUND
		3,010.61	APRIL 2023 SALES/USE/TRANS TAX		118892	05122023	9601.2082		SALES/USE TAX PAYABLE	WATER FUND
		111.84	APRIL 2023 SALES/USE/TRANS TAX		118892	05122023	9601.2085		ANOKA COUNTY TRANSIT TAX .25%	WATER FUND
		3,569.00								
99051523	5/15/2023		**108768 COMDATA NETWORK INC**							
		20.00	U OF M CONT. LEARNING A.BLOOD		118936	APR 2023 BERGE	0452.6335		TRAINING	PARK & RECREATION
		86.00	ENDISYS, STRIPER PARTS		118937	APR 2023 BYRON	0452.6281		SMALL TOOLS & MINOR EQUIPMENT	PARK & RECREATION
		342.97	FLEETFARM, WHEEL BARROW		118937	APR 2023 BYRON	0452.6269		LANDSCAPE MATERIALS	PARK & RECREATION
		21.98	AMAZON - SWALCHICK COAT HOOKS		118938	APR 2023 LARSON	0191.6208		MISCELLANEOUS OFFICE SUPPLIES	PLANNING & ZONING
		268.26	GASOLINE FUEL		118939	APR 2023 FIRE FUEL	0220.6223		GASOLINE	FIRE PROTECTION
		796.11	FIRE SAFETY-TOOL MOUNTS A-21		118940	APR 2023 SCHIFERLI	0220.6281		SMALL TOOLS & MINOR EQUIPMENT	FIRE PROTECTION
		47.11	FACEBOOK - EXPO ADVERTISING		118941	APR 2023 SULLIVAN	9230.6246	00923001	MARKETING & PROMOTIONS	ECONOMIC DEVELOPMENT AUTHOI
		5.19	ECM - ANOKA HERALD SUBSCRIPTIO		118941	APR 2023 SULLIVAN	9230.6451	00923001	MEMBERSHIP DUES	ECONOMIC DEVELOPMENT AUTHOI
		20.00	LMC - TRAINING WENDY		118941	APR 2023 SULLIVAN	9230.6335	00923001	TRAINING	ECONOMIC DEVELOPMENT AUTHOI
		380.00	UOFM-SEPTIC TRAIN T LINDAHL		118942	APR 2023 SZYKULSKI	0240.6335		TRAINING	PROTECTIVE INSPECTIONS
		754.83	FITGERS - JK CHIEFS CONF HOTEL		118943	APR 2023 KATERS	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		1,022.89	POLICEBIKESTORE-2 BICYCLE LIGH		118944	APR 2023 DAHLBERG	0211.6281		SMALL TOOLS & MINOR EQUIPMENT	POLICE PROTECTION
		249.66	AMZN MKTP - OFFICE STATIONERY		118945	APR 2023 TORSETH	0211.6204		STATIONERY, ENVELOPES & FORMS	POLICE PROTECTION
		375.90	AMZN MKTP-PENS, MARKERS, KE		118945	APR 2023 TORSETH	0211.6208		MISCELLANEOUS OFFICE SUPPLIES	POLICE PROTECTION
		94.32	DTF SQUAD GAS		118946	APR 2023 PD FUEL	0211.6223		GASOLINE	POLICE PROTECTION
		142.71	GRUBHUB 04/11/23 CC MEALS		118947	APR 2023 SCHMITZ	0111.6249		MISCELLANEOUS OPERATING SUPPLY	MAYOR AND COUNCIL
		49.49	TARGET 03/31/23 YOS BAGNE		118947	APR 2023 SCHMITZ	0130.6249		MISCELLANEOUS OPERATING SUPPLY	ADMINISTRATION
		179.99	TARGET 04/07/23 YOS RIVERBLOOD		118947	APR 2023 SCHMITZ	0130.6249		MISCELLANEOUS OPERATING SUPPLY	ADMINISTRATION

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
			108768 COMDATA NETWORK INC						**Continued...**	
99051523	5/15/2023	129.90	GRUBHUB 04/20/23 CC MEALS		118947	APR 2023 SCHMITZ	0111.6249		MISCELLANEOUS OPERATING SUPPLY	MAYOR AND COUNCIL
		52.23	TARGET 04/17/23 YOS WESTBY		118947	APR 2023 SCHMITZ	0130.6249		MISCELLANEOUS OPERATING SUPPLY	ADMINISTRATION
		19.98	TARGET 04/7/23 YOS RIVERBLOOD		118947	APR 2023 SCHMITZ	0130.6249		MISCELLANEOUS OPERATING SUPPLY	ADMINISTRATION
		78.18	UBER EATS 04/21/23 CC MEALS		118947	APR 2023 SCHMITZ	0111.6249		MISCELLANEOUS OPERATING SUPPLY	MAYOR AND COUNCIL
		7.82	UBER EATS 04/21/23 CC MEALS		118947	APR 2023 SCHMITZ	0111.6249		MISCELLANEOUS OPERATING SUPPLY	MAYOR AND COUNCIL
		138.69	UBER EATS 04/21/23 CC MEALS		118947	APR 2023 SCHMITZ	0111.6249		MISCELLANEOUS OPERATING SUPPLY	MAYOR AND COUNCIL
		13.86	UBER EATS 04/21/23 CC MEALS		118947	APR 2023 SCHMITZ	0111.6249		MISCELLANEOUS OPERATING SUPPLY	MAYOR AND COUNCIL
		355.00	IATTI - TRAINING - CURTIS		118948	APR 2023 FRANKFURTH	0211.6335		TRAINING	POLICE PROTECTION
		355.00	IATTI - TRAINING - ELLIOTT		118948	APR 2023 FRANKFURTH	0211.6335		TRAINING	POLICE PROTECTION
		75.00	TRANSUNION - INVEST TOOL		118948	APR 2023 FRANKFURTH	0211.6315		MISCELLANEOUS PROFESSIONAL SER	POLICE PROTECTION
		177.31	ANOKA COUNTY - VEHICLE REG.		118948	APR 2023 FRANKFURTH	0243.6249		MISCELLANEOUS OPERATING SUPPLY	IMPOUND LOT MAINTENANCE
		9.99	GALLS-LOHSE DUTY BOOT FREIGHT		118949	APR 2023 BLUML	0211.6322		POSTAGE	POLICE PROTECTION
		22.96	COBORN'S-NIGHT 7 CITIZEN ACADE		118949	APR 2023 BLUML	0280.6241		COMMUNITY POLICING SUPPLIES	COMMUNITY ORIENTING POLICING
		1,229.40	AXON-TASER OR BWC ACC SEE NOTE		118949	APR 2023 BLUML	0211.6231		UNIFORMS & TURN-OUT GEAR	POLICE PROTECTION
		29.90	COBORN'S-PD GARAGE ICE		118949	APR 2023 BLUML	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		4.99	GALLS-DAHLBERG BOOTS FREIGHT		118949	APR 2023 BLUML	0211.6322		POSTAGE	POLICE PROTECTION
		229.46	GALLS-DAHLBERG DUTY BOOTS		118949	APR 2023 BLUML	0211.6231		UNIFORMS & TURN-OUT GEAR	POLICE PROTECTION
		227.90	WEATHERTECH-DTF23 SQUAD MATS		118949	APR 2023 BLUML	0223.6257		OTHER VEHICLE PARTS	DRUG FORFEITURE
		478.80	TERRACYCLE-PLASTIC WASTE RECYC		118950	APR 2023 FREDRICKSON	0192.6374		REFUSE/RECYCLING	DATA PROCESSING
		224.95-	FRAUD CHARGES-REFUND		118951	APR 2023 RIVERBLOOD	9101.4609		OTHER MISCELLANEOUS REVENUES	GENERAL FUND
		1.99-	FRAUD CHARGE-REFUND		118951	APR 2023 RIVERBLOOD	9101.4609		OTHER MISCELLANEOUS REVENUES	GENERAL FUND
		33.98	NORTHERN TOOL TOOLS FOR 681		118952	APR 2023 NELSON	9601.6281		SMALL TOOLS & MINOR EQUIPMENT	WATER FUND
		187.39	HILTON LODGING FOR TRAINING		118952	APR 2023 NELSON	9601.6335		TRAINING	WATER FUND
		310.00	DIVERSIFIED JOTO DESK FOR 681		118952	APR 2023 NELSON	9602.6275		OTHER EQUIPMENT PARTS	SEWER FUND
		84.99	HARBOR FREIGHT STIFF LEG 681		118952	APR 2023 NELSON	9602.6275		OTHER EQUIPMENT PARTS	SEWER FUND

5/4/2023 -- 5/17/2023

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
99051523	5/15/2023		108768 COMDATA NETWORK INC						Continued...	
		116.75	PRIORITY TIRE-TIRE		118953	APR 2023 BRAY	0194.6382		MACHINERY & EQUIPMENT REPAIR	GENERAL GOVERNMENT BUILDING
		17.97	COBORNS EMP APPR BREAKFAST		118954	APR 2023 LASHER	0130.6249		MISCELLANEOUS OPERATING SUPPLY	ADMINISTRATION
		8.97	COBORNS EMP APPR BREAKFAST		118954	APR 2023 LASHER	0130.6249		MISCELLANEOUS OPERATING SUPPLY	ADMINISTRATION
		281.40	WALMART EMP APPR BREAKFAST		118954	APR 2023 LASHER	0130.6249		MISCELLANEOUS OPERATING SUPPLY	ADMINISTRATION
		200.00	AMEM- MEMBERSHIP		118955	APR 2023 KOHNER	0220.6451		MEMBERSHIP DUES	FIRE PROTECTION
		102.90	AMZN- UNIFORM		118955	APR 2023 KOHNER	0220.6231		UNIFORMS & TURN-OUT GEAR	FIRE PROTECTION
		2,927.16	ACME- TOOLS FOR UNIT 560		118955	APR 2023 KOHNER	0220.6281		SMALL TOOLS & MINOR EQUIPMENT	FIRE PROTECTION
		294.22	AMZN- TOOLS FOR UNIT 560		118955	APR 2023 KOHNER	0220.6281		SMALL TOOLS & MINOR EQUIPMENT	FIRE PROTECTION
		27.89	FREIGHT FOR WARRTY PUMP		118956	APR 2023 TURNER	0311.6249		MISCELLANEOUS OPERATING SUPPLY	STREET MAINTENANCE
		1,280.00	TORO GROUNDS MASTER		118956	APR 2023 TURNER	0452.6249		MISCELLANEOUS OPERATING SUPPLY	PARK & RECREATION
		148.00	HIGH LEAH TRAFFIC COUNT BATTS		118957	APR 2023 WESTBY	9402.6249		MISCELLANEOUS OPERATING SUPPLY	STATE AID CONSTRUCTION
		14,288.46								
99313459	5/12/2023		114790 GREAT WEST LIFE AND ANNUITY INS CO							
		13,213.74			118817	05102313535711	9101.2175		DEFERRED COMPENSATION	GENERAL FUND
		13,213.74								
99503445	5/12/2023		100223 ICMA RETIREMENT TRUST 457							
		780.00			118815	0510231353571	9101.2175		DEFERRED COMPENSATION	GENERAL FUND
		780.00								
99700407	5/12/2023		100398 PUBLIC EMPLOYEES RETIREMENT ASSN							
		28,085.76			118822	0510231353574	9101.2174		PERA-EMPLOYEE	GENERAL FUND
		37,544.00			118823	0510231353575	9101.2183		PERA-EMPLOYER	GENERAL FUND
		65,629.76								
99796297	5/12/2023		101306 IRS							
		27,063.59			118825	0510231353577	9101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		17,169.87			118826	0510231353578	9101.2173		FICA & MEDICARE-EMPLOYEE	GENERAL FUND
		17,169.87			118827	0510231353579	9101.2182		FICA & MEDICARE-EMPLOYER	GENERAL FUND
		61,403.33								
99931808	5/12/2023		100601 MN DEPT OF REV WH							
		13,328.99			118824	0510231353576	9101.2172		STATE WITHHOLDING	GENERAL FUND
		13,328.99								
		518,142.41	Grand Total							

Payment Instrument Totals

Checks	182,778.56
EFT Payments	188,777.31

5/4/2023 -- 5/17/2023

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
		518,142.41	Grand Total							

Payment Instrument Totals

Checks	182,778.56
EFT Payments	188,777.31
A/P ACH Payment	146,586.54
Total Payments	518,142.41

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Payment Group Control Number	3625		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JMORRISON		
Payment Instrument	Check Payment		
Pay Through Date	5/24/2023		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
119096	ADVANCED GRAPHIX, INC		PV	118745	001	00999	4/28/2023	211364	600.00		119096	ADVANCED GRAPHIX INC
	ADVANCED GRAPHIX, INC			Summary Total					600.00			
	3600 LABORE ROAD SUITE 3		PV	118749	001	00999	3/6/2023	211066	3,131.50			
	VADNAIS HEIGHTS MN 55110			Summary Total					3,131.50			
			PV	118750	001	00999	3/6/2023	211065	3,131.50			
				Summary Total					3,131.50			
				Payment Amount					6,863.00			
102953	AMERIGAS OF ANOKA		PV	118902	001	00999	4/30/2023	805674147	117.09		102953	AMERIGAS OF ANOK
	AMERIGAS OF ANOKA			Summary Total					117.09			
	P O BOX 660288											
	DALLAS TX 75266-0288			Payment Amount					117.09			
100052	ANOKA POLICE DEPARTMENT		PV	118927	001	00999	5/10/2023	04 2023	100.00		100052	ANOKA POLICE DEPARTMENT
	ANOKA POLICE DEPARTMENT			Summary Total					100.00			
	275 HARRISON STREET											
	ANOKA MN 55303			Payment Amount					100.00			
100063	ASPEN MILLS		PV	118748	001	00999	5/3/2023	313208	79.99		100063	ASPEN MILLS
	ASPEN MILLS			Summary Total					79.99			
	8201 C CENTRAL AVE NE		PV	118762	001	00999	5/2/2023	313133	39.35			

Payment Group Control Number 3625
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JMORRISON
Payment Instrument Check Payment
Pay Through Date 5/24/2023

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	SPRING LAKE PARK MN 55432			Summary Total					39.35			
			PV	118930	001	00999	5/10/2023	313595	169.82			
				Summary Total					169.82			
				Payment Amount					289.16			
117516	BEST OUTDOOR SERVICES		PV	118805	001	00999	4/28/2023	3560	810.86		117516	BEST OUTDOOR SERVICES
	BEST OUTDOOR SERVICES			Summary Total					810.86			
	3098 162ND LANE NW		PV	118806	001	00999	4/28/2023	3561	3,234.21			
	ANDOVER MN 55304			Summary Total					3,234.21			
				Payment Amount					4,045.07			
108513	BLAINE LOCK AND SAFE INC		PV	118969	001	00999	4/18/2023	28965	907.48		108513	BLAINE LOCK AND S INC
	BLAINE LOCK AND SAFE INC			Summary Total					907.48			
	10136 SUNSET AVENUE											
	BLAINE MN 55014											
				Payment Amount					907.48			
112722	CENAIKO EXPO INC		PV	118752	001	00999	5/2/2023	23RBE-01 FINAL	1,257.50		112722	CENAIKO EXPO INC
	CENAIKO EXPO INC			Summary Total					1,257.50			
	9697 EAST RIVER ROAD											
	MINNEAPOLIS MN 55433											
				Payment Amount					1,257.50			
114117	CRAWFORD'S EQUIPMENT		PV	118963	001	00999	5/1/2023	01-76796	87.20		114117	CRAWFORD'S EQUIF

Payment Group Control Number 3625
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JMORRISON
Payment Instrument Check Payment
Pay Through Date 5/24/2023

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	INC											INC
	CRAWFORD'S EQUIPMENT INC 4898 HIGHWAY 95 NW CAMBRIDGE MN 55008			Summary Total					87.20			
				Payment Amount					87.20			
120044	DURANT, DIANNE	WATER EFFICIENCY REBATE	PV	118737	001	00999	5/2/2023	05022023	200.00		120044	DURANT, DIANNE
	DIANNE DURANT 14696 ARGON STREET NW RAMSEY MN 55303			Summary Total					200.00			
				Payment Amount					200.00			
119788	ECM/UNION HERALD		PV	118778	001	00999	4/30/2023	34868	16.75		119788	ECM/UNION HERALD
	ECM/UNION HERALD 4095 COON RAPIDS BLVD COON RAPIDS MN 55433-2523			Summary Total					16.75			
				Payment Amount					16.75			
100160	EH RENNER AND SONS INC		PV	118878	001	00999	5/5/2023	7631	2,800.64		100160	EH RENNER AND SO INC
	EH RENNER AND SONS INC 15688 JARVIS STREET ELK RIVER MN 55330			Summary Total					2,800.64			
				Payment Amount					2,800.64			
106624	EHLERS AND ASSOCIATES,	Inv #94061	PV	118890	001	00999	5/9/2023	94061	1,275.00		106624	EHLERS AND

Payment Group Control Number 3625
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JMORRISON
Payment Instrument Check Payment
Pay Through Date 5/24/2023

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	INC											ASSOCIATES, INC
	EHLERS & ASSOCIATES, INC 3060 CENTRE POINTE DRIVE ROSEVILLE MN 55113-1105			Summary Total					1,275.00			
				Payment Amount					1,275.00			
120068	EICHSTADT, TOM	WATER EFFICIENCY PROGRAM 2024	PV	118923	001	00999	5/11/2023	05112023	190.89		120068	EICHSTADT, TOM
	TOM EICHSTADT 14270 TUNGSTEN STREET NW RAMSEY MN 55303			Summary Total					190.89			
				Payment Amount					190.89			
118931	ELECTRIC SYSTEMS SOLUTIONS		PV	118746	001	00999	5/3/2023	8389	906.80		118931	ELECTRIC SYSTEMS SOLUTIONS
	ELECTRIC SYSTEMS SOLUTIONS			Summary Total					906.80			
	6021 167TH AVENUE NW		PV	118747	001	00999	5/3/2023	8388	900.90			
	RAMSEY MN 55303			Summary Total					900.90			
				Payment Amount					1,807.70			
104267	ELITE SANITATION		PV	118802	001	00999	4/27/2023	29571	104.80		104267	ELITE SANITATION
	ELITE SANITATION			Summary Total					104.80			
	PO BOX 526	Portable Restroom Rec. Event	PV	118971	001	00999	5/10/2023	29588	122.00			
	ELK RIVER MN 55330			Summary Total					122.00			
				Payment Amount					226.80			

Payment Group Control Number 3625
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JMORRISON
Payment Instrument Check Payment
Pay Through Date 5/24/2023

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
113747	EROSION WORKS		PV	118880	001	00999	5/4/2023	83920	2,970.00		113747	EROSION WORKS
	EROSION WORKS 8177 199TH AVE NW NOWTHEN MN 55330			Summary Total					2,970.00			
				Payment Amount					2,970.00			
106962	FIRE		PV	118968	001	00999	5/5/2023	6224	1,725.00		106962	FIRE
	FIRE-FIRE INSTRUCTION & RESCUE EDUCATION PO BOX 810 12137 NORTHGATE LANE CROSSLAKE MN 56442			Summary Total					1,725.00			
				Payment Amount					1,725.00			
109910	GREAT NORTHERN LANDSCAPE INC		PV	118785	001	00999	5/4/2023	15229	1,260.00		109910	GREAT NORTHERN LANDSCAPE INC
	GREAT NORTHERN LANDSCAPE INC 19720 IGUANA STREET NW ELK RIVER MN 55330			Summary Total					1,260.00			
				Payment Amount					1,260.00			
120079	GUSTAFSON, ERIC	WATER EFFICIENCY REBATE 2024	PV	118967	001	00999	5/16/2023	05162023	200.00		120079	GUSTAFSON, ERIC
	ERIC GUSTAFSON 6090 151ST LANE NW RAMSEY MN 55303			Summary Total					200.00			
				Payment Amount					200.00			

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Bank Account	999.1010	CASH IN BANK	00002224
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Originator	JMORRISON		
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
103819	HELMETS R US		PV	118759	001	00999	4/26/2023	65402	1,630.20		103819	HELMETS R US
	HELMETS R US 2705 PACIFIC AVE TACOMA WA 98402			Summary Total					1,630.20			
				Payment Amount					1,630.20			
115760	HENRY SCHEIN INC		PV	118772	001	00999	4/25/2023	37107530	36.66		115760	HENRY SCHEIN INC
	HENRY SCHEIN INC DEPT CH 10241			Summary Total					36.66			
			PV	118793	001	00999	5/4/2023	37440726	31.35			
	PALATINE IL 60055-0241			Summary Total					31.35			
				Payment Amount					68.01			
120065	HURKMAN, MELISSA	WATER EFFICIENCY REBATE 2024	PV	118866	001	00999	5/8/2023	050823	121.60		120065	HURKMAN, MELISSA
	MELISSA HURKMAN 14641 POTASSIUM STREET NW RAMSEY MN 55303			Summary Total					121.60			
				Payment Amount					121.60			
107844	IN TIME SERVICES INC		PV	118760	001	00999	4/30/2023	11990	3,600.00		107844	IN TIME SERVICES I
	IN TIME SERVICES INC 1465 SLATER ROAD FERNDALE WA 98248			Summary Total					3,600.00			
				Payment Amount					3,600.00			

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Bank Account 999.1010 CASH IN BANK 00002224
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
120043	JOHNSON, TORREY	WATER EFFICIENCY REBATE 2024	PV	118736	001	00999	5/2/2023	05022023	318.00		120043	JOHNSON, TORREY
	TORREY JOHNSON 16011 SAPPHIRE STREET NW RAMSEY MN 55303							Summary Total	318.00			
								Payment Amount	318.00			
118052	JONES, AUSTIN	WATER EFFICIENCY REBATE 2024	PV	118867	001	00999	5/9/2023	592023	200.00		118052	JONES, AUSTIN
	AUSTIN JONES 3627 235TH LANE NW ST FRANCIS MN 55070							Summary Total	200.00			
								Payment Amount	200.00			
100256	LANO EQUIPMENT INC		PV	118894	001	00999	4/19/2023	02-987308	88.48		100256	LANO EQUIPMENT IN
	LANO EQUIPMENT INC 6140 HIGHWAY 10 NW ANOKA MN 55303							Summary Total	88.48			
								Payment Amount	88.48			
117918	MACQUEEN EMERGENCY		PV	118872	001	00999	5/9/2023	P15081	84.84		117918	MACQUEEN EMERGI
	MACQUEEN EMERGENCY 1125 7TH STREET E ST PAUL MN 55106							Summary Total	84.84			
								Payment Amount	84.84			
100270	MACQUEEN EQUIPMENT INC		PV	118896	001	00999	5/3/2023	P49671	49.20		100270	MACQUEEN EQUIPM

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Payment Instrument Check Payment
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Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Name
												INC
	MACQUEEN EQUIPMENT INC 1125 7TH STREET EAST ST PAUL MN 55106			Summary Total					49.20			
				Payment Amount					49.20			
118840	MAGIC BOUNCE	DEPOSIT FOR HD INFLATABLES	PV	118796	001	00999	5/8/2023	050823	4,000.00		118840	MAGIC BOUNCE
	MAGIC BOUNCE 1540 145TH AVE NE HAM LAKE MN 55304			Summary Total					4,000.00			
				Payment Amount					4,000.00			
120041	MARTIN MARIETTA MATERIALS		PV	118906	001	00999	4/27/2023	38791844	241.20		120041	MARTIN MARIETTA MATERIALS
	MARTIN MARIETTA MATERIALS PO BOX 93186			Summary Total					241.20			
			PV	118907	001	00999	4/27/2023	38791891	214.32			
	CHICAGO IL 60673-3186			Summary Total					214.32			
			PV	118913	001	00999	4/28/2023	38804469	75.56			
				Summary Total					75.56			
				Payment Amount					531.08			
108208	METRO PRODUCTS INC		PV	118875	001	00999	4/26/2023	173614	4.15		108208	METRO PRODUCTS
	METRO PRODUCTS INC			Summary Total					4.15			
	7401 CENTRAL AVENUE NE		PV	118884	001	00999	5/4/2023	173777	178.00			
	FRIDLEY MN 55432			Summary Total					178.00			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
			PV	118911	001	00999	5/4/2023	173776	14.96			
				Summary Total					14.96			
				Payment Amount					197.11			
100293	MIDC ENTERPRISES		PV	118810	001	00999	5/2/2023	I0049672	3,760.92		100293	MIDC ENTERPRISES
	MIDC ENTERPRISES 1450 WEST COUNTY ROAD C ROSEVILLE MN 55113			Summary Total					3,760.92			
				Payment Amount					3,760.92			
118388	MITCHELL 1		PV	118964	001	00999	4/24/2023	IB29156143	80.00		118388	MITCHELL 1
	MITCHELL 1 25029 NETWORK PLACE CHICAGO IL 60673-1250			Summary Total					80.00			
				Payment Amount					80.00			
120057	MULCAHY COMPANY INC		PV	118788	001	00999	5/5/2023	PS-INV163000	500.00		120057	MULCAHY COMPANY
	MULCAHY COMPANY INC 2700 BLUE WATER ROAD STE 100 EAGAN MN 55121			Summary Total					500.00			
				Payment Amount					500.00			
115543	NATURAL ENDEAVORS LANDSCAPING INC	Prop Mgmt 6701 Hwy 10	PV	118754	001	00999	4/30/2023	1901 APR 2023	360.00		115543	NATURAL ENDEAVOI LANDSCAPING INC
	NATURAL ENDEAVORS LANDSCAPING INC 2662 S COON CREEK DRIVE NW			Summary Total					360.00			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	ANDOVER MN 55304											
				Payment Amount					360.00			
100393	PRAIRIE RESTORATIONS INC		PV	118882	001	00999	5/8/2023	INV-000732	200.00		100393	PRAIRIE RESTORATI INC
	PRAIRIE RESTORATIONS INC 31646 128TH STREET PRINCETON MN 55371			Summary Total					200.00			
				Payment Amount					200.00			
112959	PREMIUM WATERS INC		PV	118873	001	00999	4/30/2023	621332-04-23	47.07		112959	PREMIUM WATERS I
	PREMIUM WATERS INC P O BOX 9128			Summary Total					47.07			
			PV	118874	001	00999	4/30/2023	621331-04-23	115.88			
	MINNEAPOLIS MN 55480-9128			Summary Total					115.88			
				Payment Amount					162.95			
100421	REGAL AWARDS AND TROPHIES	Regal Awards 05/10/23 AdoptAFI	PV	118918	001	00999	5/10/2023	07076	60.00		100421	REGAL AWARDS ANI TROPHIES
	REGAL AWARDS AND TROPHIES 15454 HEMATITE STREET NW ANOKA MN 55303			Summary Total					60.00			
				Payment Amount					60.00			
119959	ROCKET CITY CAR WASH		PV	118783	001	00999	5/2/2023	2 MAR 2023	109.75		119959	ROCKET CITY CAR V
	ROCKET CITY CAR WASH 14101 ST FRANCIS BLVD NW			Summary Total					109.75			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	RAMSEY MN 55303											
								Payment Amount	109.75			
101126	SAUTER AND SONS EXCAVATING INC	REF ERO ESCR/8810 146TH LA	PV	118868	001	00999	5/9/2023	A120033	1,500.00		101126	SAUTER AND SONS EXCAVATING INC
	SAUTER AND SONS EXCAVATING INC 6651 141ST AVE NW #3 RAMSEY MN 55303							Summary Total	1,500.00			
								Payment Amount	1,500.00			
120072	SEVERANCE, ANDREW	WATER EFFICIENCY PROGRAM 2024	PV	118924	001	00999	5/12/2023	051223	199.00		120072	SEVERANCE, ANDRE
	ANDREW SEVERANCE 15781 POTASSIUM STREET NW RAMSEY MN 55303							Summary Total	199.00			
								Payment Amount	199.00			
120053	SHERMIK TREE FARM		PV	118881	001	00999	5/4/2023	4710	4,400.00		120053	SHERMIK TREE FARI
	SHERMIK TREE FARM 7120 251ST LANE NE STACY MN 55079							Summary Total	4,400.00			
								Payment Amount	4,400.00			
118921	SHRED RIGHT		PV	118768	001	00999	4/27/2023	598809	17.73		118921	SHRED RIGHT
	SHRED RIGHT 6301 W OLD SHAKOPEE ROAD SUITE A BLOOMINGTON MN 55438							Summary Total	17.73			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
				Payment Amount					17.73			
119374	SIGN SOLUTIONS USA, LLC		PV	118908	001	00999	5/8/2023	405953	1,818.65		119374	SIGN SOLUTIONS US LLC
	SIGN SOLUTIONS USA, LLC PO BOX 1408 FARGO ND 58107-1408			Summary Total					1,818.65			
				Payment Amount					1,818.65			
120063	SKYLINE GRAPHICS	Skyline 05/02/23 PH Envelopes	PV	118916	001	00999	5/5/2023	035331	235.00		120063	SKYLINE GRAPHICS
	SKYLINE GRAPHICS 1101 ALDRICH AVE N MINNEAPOLIS MN 55411			Summary Total					235.00			
				Payment Amount					235.00			
108522	TOTAL CONTROL SYSTEMS, INC		PV	118744	001	00999	5/3/2023	10639	420.00		108522	TOTAL CONTROL SYSTEMS, INC
	TOTAL CONTROL SYSTEMS, INC P O BOX 40 STANCHFIELD MN 55080			Summary Total					420.00			
				Payment Amount					420.00			
119097	TRUAX PATIENT SERVICES, LLC		PV	118790	001	00999	5/3/2023	5823	285.00		119097	TRUAX PATIENT SERVICES, LLC
	TRUAX PATIENT SERVICES, LLC 1112 RAILROAD STREET SE			Summary Total					285.00			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	BEMIDJI MN 56601											
				Payment Amount					285.00			
119513	TRUCK GEAR USA		PV	118871	001	00999	5/9/2023	5970	300.00		119513	TRUCK GEAR USA
	TRUCK GEAR USA			Summary Total					300.00			
	15560 CLEVELAND ST NW											
	ELK RIVER MN 55330											
				Payment Amount					300.00			
120066	UNITED LABORATORIES INC		PV	118886	001	00999	5/10/2023	INV378123	589.95		120066	UNITED LABORATOR INC
	UNITED LABORATORIES INC			Summary Total					589.95			
	PO BOX 410											
	ST CHARLES IL 60174-0410											
				Payment Amount					589.95			
119268	US HOME LLC	OVERPAYMENT	PV	118734	001	00999	5/3/2023	05032023	666.30		119268	US HOME LLC
	US HOME LLC			Summary Total					666.30			
	16305 36TH AVENUE N	OVERPAYMENT	PV	118735	001	00999	5/3/2023	05032023A	666.30			
	SUITE 600											
	PLYMOUTH MN 55446			Summary Total					666.30			
		REF ERO ESC/15957 PERIODOT ST	PV	118887	001	00999	5/11/2023	A 117819	1,500.00			
				Summary Total					1,500.00			
				Payment Amount					2,832.60			

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Bank Account	999.1010	CASH IN BANK	00002224
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Payment Instrument	Check Payment		
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Document Itm	Document Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
120067	VISU-SEWER INC		PV	118921	001	00999	4/30/2023	34552	18,673.17		120067	VISU-SEWER INC
	VISU-SEWER INC PO BOX 804 PEWAUKEE WI 53072-0804							Summary Total	18,673.17			
								Payment Amount	18,673.17			
								Total Amount to be Processed	73,732.52			
								Total Number of Payments to be Processed	51			

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Payment Instrument T A/P ACH Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
111610	A DYNAMIC DOOR CO. INC.		PV	118809	001	00999	4/27/2023	22304261	1,669.73		111610	A DYNAMIC DOOR CO INC.
	A DYNAMIC DOOR CO. INC. 4588 194TH AVENUE NE EAST BETHEL MN 55092			Summary Total					1,669.73			
				Payment Amount					1,669.73			
117651	ACCESS MECHANICAL INC		PV	118812	001	00999	5/9/2023	022321-1507	270.00		117651	ACCESS MECHANICAL INC
	ACCESS MECHANICAL INC 15901 FOX STREET NW ANDOVER MN 55304			Summary Total					270.00			
			PV	118813	001	00999	5/9/2023	022321-1506	455.00			
				Summary Total					455.00			
				Payment Amount					725.00			
110744	ALLINA HEALTH SYSTEM		PV	118870	001	00999	5/1/2023	CI00036359	2,192.88		110744	ALLINA HEALTH SYS
	ALLINA HEALTH SYSTEM MISC BILLING NW 7710 P O BOX 9383 MINNEAPOLIS MN 55440-9383			Summary Total					2,192.88			
				Payment Amount					2,192.88			
117343	AMAZON CAPITAL SERVICES INC		PV	118741	001	00999	5/1/2023	1H1K-Y1T4-LV3G	290.17		117343	AMAZON CAPITAL SERVICES INC
	AMAZON CAPITAL SERVICES INC PO BOX 035184 SEATTLE WA 98124-5184			Summary Total					290.17			
		Inv #1H3F-M1JP-KY1G	PV	118755	001	00999	5/1/2023	1H3F-M1JP-KY1G	6.65			
				Summary Total					6.65			
			PV	118761	001	00999	5/1/2023	1TLF-1GQ3-NRG4	117.36			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
				Summary Total					117.36			
			PV	118773	001	00999	5/1/2023	1TRH-DGWP-MJFK	191.03			
				Summary Total					191.03			
			PV	118780	001	00999	5/1/2023	1MRK-QYG7-M34N	154.82			
				Summary Total					154.82			
			PV	118879	001	00999	5/1/2023	1H1K-Y1T4-PCHY	286.17			
				Summary Total					286.17			
				Payment Amount					1,046.20			
116015	AXON ENTERPRISE INC AXON ENTERPRISE INC DEPT 2018-PO BOX 29661 PHOENIX AZ 85038		PV	118758	001	00999	5/1/2023	INUS154940	9,652.50		116015	AXON ENTERPRISE
				Summary Total					9,652.50			
				Payment Amount					9,652.50			
106346	BAUER BUILT INCORPORATED BAUER BUILT INCORPORATED 8270 W 35W SERVICE DR NE BLAINE MN 55449		PV	118898	001	00999	4/24/2023	940097927	1,332.32		106346	BAUER BUILT INCORPORATED
				Summary Total					1,332.32			
				Payment Amount					1,332.32			
103641	BOYER TRUCKS BOYER TRUCKS P O BOX 512 ST MICHAEL MN 55376		PV	118897	001	00999	5/3/2023	003P39284	117.33		103641	BOYER TRUCKS
				Summary Total					117.33			
			PV	118899	001	00999	5/5/2023	003P39664	822.55			
				Summary Total					822.55			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
			PD	118900	001	00999	5/24/2023	003P39706	799.76-			
				Summary Total					799.76-			
			PV	118901	001	00999	5/5/2023	003P39691	258.53			
				Summary Total					258.53			
				Payment Amount					398.65			
100619	BRAUN INTERTEC CORPORATION		PV	118876	001	00999	4/28/2023	B340186	4,640.00		100619	BRAUN INTERTEC CORPORATION
	BRAUN INTERTEC CORPORATION LOCKBOX 446035 P O BOX 64384 ST PAUL MN 55164-0384			Summary Total					4,640.00			
				Payment Amount					4,640.00			
103975	BROZAK, LUANN	LBrozak 05/05/23 MayJune RR	PV	118935	001	00999	5/5/2023	2047	6,197.05		103975	BROZAK, LUANN
	LUANN BROZAK 23900 CTY RD 4 #21 NISSWA MN 56468			Summary Total					6,197.05			
				Payment Amount					6,197.05			
116439	CANTEEN VENDING		PV	118814	001	00999	5/8/2023	MSP69464	509.95		116439	CANTEEN VENDING
	CANTEEN VENDING P O BOX 91337 CHICAGO IL 60693-1337			Summary Total					509.95			
				Payment Amount					509.95			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
112019	CENTRAL HYDRAULICS INC		PV	118962	001	00999	5/2/2023	81143	84.28		112019	CENTRAL HYDRAULI INC
	CENTRAL HYDRAULICS INC 21877 INDUSTRIAL COURT ROGERS MN 55374			Summary Total					84.28			
				Payment Amount					84.28			
111496	CENTRAL TURF AND IRRIGATION SUPPLY		PV	118804	001	00999	5/2/2023	6082556-00	267.50		111496	CENTRAL TURF AND IRRIGATION SUPPLY
	CENTRAL TURF AND IRRIGATION SUPPLY			Summary Total					267.50			
	8 WILLIAMS STREET		PV	118885	001	00999	5/9/2023	6082682-00	1,618.00			
	ELMSFORD NY 10523			Summary Total					1,618.00			
			PV	118966	001	00999	5/11/2023	6082751-00	1,390.95			
				Summary Total					1,390.95			
				Payment Amount					3,276.45			
114549	CHETS SHOES INC		PV	118895	001	00999	4/30/2023	40380	569.99		114549	CHETS SHOES INC
	CHETS SHOES INC 8870 RENDOVA STREET NE CIRCLE PINES MN 55014			Summary Total					569.99			
				Payment Amount					569.99			
119607	CHRISTIAN PATE DBA GREEN TECH SANITATION		PV	118883	001	00999	5/10/2023	196	4,200.00		119607	CHRISTIAN PATE DB. GREEN TECH SANITATION
	GREEN TECH SANITATION			Summary Total					4,200.00			

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	1820 OLD HIGHWAY 8 ST PAUL MN 55112											
				Payment Amount					4,200.00			
116197	CINTAS CORPORATION		PV	118784	001	00999	5/5/2023	4154596995	60.14		116197	CINTAS CORPORATI
	CINTAS CORPORATION			Summary Total					60.14			
	CINTAS LOC #4K		PV	118893	001	00999	4/28/2023	4153898872	89.04			
	P O BOX 650838			Summary Total					89.04			
	DALLAS TX 75265-0838		PV	118905	001	00999	5/5/2023	4154596967	38.79			
				Summary Total					38.79			
			PV	118959	001	00999	5/11/2023	4155156954	45.50			
				Summary Total					45.50			
				Payment Amount					233.47			
115896	CIVICPLUS LLC		PV	118776	001	00999	4/28/2023	260629	1,776.90		115896	CIVICPLUS LLC
	CIVIC PLUS LLC			Summary Total					1,776.90			
	P O BOX 1572 MANHATTAN KS 66505											
				Payment Amount					1,776.90			
100120	CONTINENTAL RESEARCH CORP		PV	118739	001	00999	5/3/2023	0044261	507.00		100120	CONTINENTAL RESE CORP
	CONTINENTAL RESEARCH CORP			Summary Total					507.00			
	PO BOX 15204		PV	118787	001	00999	5/5/2023	0044372	207.00			
	ST LOUIS MO 63110			Summary Total					207.00			
				Payment Amount					714.00			

Payment Group Control Number 3626
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JMORRISON
Payment Instrument T A/P ACH Payment
Pay Through Date 5/24/2023

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
100144	DEHN OIL COMPANY		PV	118910	001	00999	5/5/2023	98855	2,541.60		100144	DEHN OIL COMPANY
	DEHN OIL COMPANY			Summary Total					2,541.60			
	6735 141ST AVENUE NW		PV	118970	001	00999	5/11/2023	98887	2,452.50			
	RAMSEY MN 55303			Summary Total					2,452.50			
				Payment Amount					4,994.10			
117489	DISPLAY SALES COMPANY	inv #035816	PV	118958	001	00999	5/9/2023	INV-035816	2,179.00		117489	DISPLAY SALES COMPANY
	DISPLAY SALES COMPANY			Summary Total					2,179.00			
	SUITE 112											
	6300 W OLD SHAKOPEE ROAD											
	BLOOMINGTON MN 55438											
				Payment Amount					2,179.00			
116175	ECKBERG LAMMERS ATTORNEYS AT LAW	Inv #04 2023	PV	118756	001	00999	4/30/2023	04 2023	6,266.44		116175	ECKBERG LAMMERS ATTORNEYS AT LAW
	ECKBERG LAMMERS ATTORNEYS AT LAW			Summary Total					6,266.44			
	1809 NORTHWESTERN AVENUE											
	STILLWATER MN 55082											
				Payment Amount					6,266.44			
100158	ECM PUBLISHERS INC		PV	118738	001	00999	4/28/2023	944807	53.75		100158	ECM PUBLISHERS IN
	ECM PUBLISHERS INC			Summary Total					53.75			
	4095 COON RAPIDS BLVD		PV	118753	001	00999	4/30/2023	945125	200.00			
	COON RAPIDS MN 55433			Summary Total					200.00			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
			PV	118775	001	00999	4/28/2023	944806	64.50			
				Summary Total					64.50			
			PV	118914	001	00999	5/5/2023	945815	365.50			
				Summary Total					365.50			
			PV	118915	001	00999	5/5/2023	945816	258.00			
				Summary Total					258.00			
			PV	118919	001	00999	5/5/2023	945817	279.50			
				Summary Total					279.50			
		ECM	PV	118961	001	00999	5/5/2023	945818	86.00			
				Summary Total					86.00			
				Payment Amount					1,307.25			
108737	EMERGENCY AUTOMOTIVE TECHNOLOGY INC		PV	118763	001	00999	5/2/2023	DL042723-24	45.92		108737	EMERGENCY AUTOM TECHNOLOGY INC
	EMERGENCY AUTOMOTIVE TECHNOLOGY INC			Summary Total					45.92			
	2755 GENEVA AVE N		PV	118764	001	00999	5/2/2023	DL04272324A	696.58			
	OAKDALE MN 55128			Summary Total					696.58			
			PV	118765	001	00999	5/2/2023	DL042723-25	25.52			
				Summary Total					25.52			
			PV	118766	001	00999	5/2/2023	DL04272327A	759.80			
				Summary Total					759.80			
			PV	118767	001	00999	5/2/2023	DL042723-26	209.96			
				Summary Total					209.96			
			PV	118769	001	00999	5/2/2023	DL042723-27	209.96			
				Summary Total					209.96			
			PV	118770	001	00999	5/2/2023	DL04272326A	759.80			

Payment Group Control Number 3626
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Pay Through Date 5/24/2023

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
				Summary Total					759.80			
			PV	118771	001	00999	5/2/2023	DL04272325A	696.58			
				Summary Total					696.58			
			PV	118791	001	00999	5/4/2023	DL04272327B	272.60			
				Summary Total					272.60			
			PV	118792	001	00999	5/4/2023	DL04272326B	272.60			
				Summary Total					272.60			
			PV	118925	001	00999	5/9/2023	DL04272325B	2,487.78			
				Summary Total					2,487.78			
			PV	118926	001	00999	5/9/2023	DL04272324B	2,488.05			
				Summary Total					2,488.05			
			PV	118928	001	00999	5/10/2023	DL04272327C	4,465.01			
				Summary Total					4,465.01			
			PV	118929	001	00999	5/10/2023	DL04272326C	4,521.27			
				Summary Total					4,521.27			
			PV	118931	001	00999	5/11/2023	DL04272324C	888.50			
				Summary Total					888.50			
			PV	118932	001	00999	5/11/2023	DL04272327D	759.50			
				Summary Total					759.50			
			PV	118933	001	00999	5/11/2023	DL04272326D	759.50			
				Summary Total					759.50			
			PV	118934	001	00999	5/11/2023	DL04272325C	908.90			
				Summary Total					908.90			
				Payment Amount					21,227.83			
107099	FASTENAL		PV	118751	001	00999	4/27/2023	MNTC8208627	25.31		107099	FASTENAL

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	FASTENAL COMPANY P O BOX 1286 WINONA MN 55987			Summary Total					25.31			
				Payment Amount					25.31			
100143	FERGUSON WATERWORKS # 2518		PV	118803	001	00999	5/2/2023	0510607	46.56		100143	FERGUSON WATERV # 2518
	FERGUSON WATERWORKS 2516 P O BOX 802817 CHICAGO IL 60680-2817			Summary Total					46.56			
				Payment Amount					46.56			
100200	GOPHER STATE ONE CALL INC		PV	118743	001	00999	4/30/2023	3040696	325.35		100200	GOPHER STATE ONE CALL INC
	GOPHER STATE ONE CALL 7223 PARKWAY DRIVE SUITE 210 HANOVER MD 21076-1317			Summary Total					325.35			
				Payment Amount					325.35			
116933	GREAT PLAINS FIRE INC		PV	118960	001	00999	5/12/2023	7504	588.30		116933	GREAT PLAINS FIRE INC
	GREAT PLAINS FIRE INC 17277 230TH STREET FERGUS FALLS MN 56537			Summary Total					588.30			
				Payment Amount					588.30			
112564	GROUP HEALTH INC		PV	118920	001	00999	5/8/2023	W852858	103.00		112564	GROUP HEALTH INC

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	WORKSITE											WORKSITE
	GROUP HEALTH INC WORKSITE M.S. # 21109A P O BOX 1309 MINNEAPOLIS MN 55440-1309			Summary Total					103.00			
				Payment Amount					103.00			
100211	HAWKINS INC		PV	118965	001	00999	5/8/2023	6467948	6,629.16		100211	HAWKINS INC
	HAWKINS INC P O BOX 860263 MINNEAPOLIS MN 55486-0263			Summary Total					6,629.16			
				Payment Amount					6,629.16			
112160	HOLIDAY COMPANIES		PV	118774	001	00999	5/1/2023	046801052300	212.50		112160	HOLIDAY COMPANIE
	HOLIDAY COMPANIES 4567 AMERICAN BLVD W BLOOMINGTON MN 55437			Summary Total					212.50			
				Payment Amount					212.50			
119037	HOLSTAD & KNAAK, PLC	April legal	PV	118779	001	00999	4/28/2023	04302023	4,050.00		119037	HOLSTAD & KNAAK,
	HOLSTAD & KNAAK,/ NORTH STAR LAW GROUP SUITE 550 413 WACOUTA STREET ST PAUL MN 55101			Summary Total					4,050.00			
				Payment Amount					4,050.00			
112475	INNOVATIVE OFFICE SOLUTIONS	S27569	PV	118797	001	00999	5/3/2023	IN4185520	143.18		112475	INNOVATIVE OFFICE SOLUTIONS

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	INNOVATIVE OFFICE SOLUTIONS			Summary Total					143.18			
	LOCKBOX 131434	Return wrong item	PD	118798	001	00999	5/24/2023	SCN-120907	63.87-			
	P O BOX 1414			Summary Total					63.87-			
	MINNEAPOLIS MN 55480-1414	S27569	PV	118799	001	00999	5/5/2023	IN4188403	6.48			
				Summary Total					6.48			
		S27569	PV	118800	001	00999	5/4/2023	IN4186916	40.00			
				Summary Total					40.00			
		S27569	PV	118917	001	00999	5/9/2023	IN4191768	103.68			
				Summary Total					103.68			
				Payment Amount					229.47			
100258	LEAGUE OF MINNESOTA CITIES		PV	118877	001	00999	4/25/2023	380784	20.00		100258	LEAGUE OF MINNES CITIES
	LEAGUE OF MN CITIES FINANCE DEPT 145 UNIVERSITY AVE WEST ST PAUL MN 55103-2044			Summary Total					20.00			
				Payment Amount					20.00			
102954	LITTLE FALLS MACHINE INC		PV	118909	001	00999	5/3/2023	368282	173.02		102954	LITTLE FALLS MACH INC
	LITTLE FALLS MACHINE INC 300 LINDBERGH DRIVE SOUTH LITTLE FALLS MN 56345-1598			Summary Total					173.02			
				Payment Amount					173.02			

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Payment Instrument T A/P ACH Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
100273	MALLOY MONTAGUE KARNOWSKI RADOSEVIC		PV	118888	001	00999	5/9/2023	54289	4,916.64		100273	MALLOY MONTAGUE KARNOWSKI RADOS
	MALLOY MONTAGUE KARNOWSKI RADOSEVIC			Summary Total					4,916.64			
	410 PARK NATIONAL BANK BLDG	Inv #54304	PV	118889	001	00999	5/9/2023	54304	12,810.00			
	5353 WAYZATA BLVD			Summary Total					12,810.00			
	MINNEAPOLIS MN 55416			Payment Amount					17,726.64			
100284	MENARDS ELK RIVER		PV	118781	001	00999	4/19/2023	72147	95.47		100284	MENARDS ELK RIVE
	MENARDS ELK RIVER			Summary Total					95.47			
	19521 EVANS STREET NW		PV	118782	001	00999	4/29/2023	72760	27.84			
	ELK RIVER MN 55330-1077			Summary Total					27.84			
			PV	118807	001	00999	4/17/2023	72000	187.13			
				Summary Total					187.13			
			PV	118808	001	00999	4/24/2023	72412	328.80			
				Summary Total					328.80			
				Payment Amount					639.24			
100285	MET COUNCIL ENVIRONMENTAL SRV	INV 1156805	PV	118757	001	00999	5/4/2023	0001156805	94,908.25		100285	MET COUNCIL ENVIRONMENTAL SF
	MET COUNCIL ENVIRONMENTAL SRV			Summary Total					94,908.25			
	P O BOX 856513											
	MINNEAPOLIS MN 55485-6513			Payment Amount					94,908.25			

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Pay Through Date 5/24/2023

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
119825	METRO CREATIVE GRAPHICS INC		PV	118777	001	00999	4/30/2023	173163	99.00		119825	METRO CREATIVE GRAPHICS INC
	METRO CREATIVE GRAPHICS INC PO BOX 2085 LIVINGSTON NJ 07039			Summary Total					99.00			
				Payment Amount					99.00			
100341	MTI DISTRIBUTING INC		PV	118904	001	00999	5/5/2023	1383969-00	52.68		100341	MTI DISTRIBUTING I
	MTI DISTRIBUTING INC SDS 12-1900 P O BOX 86 MINNEAPOLIS MN 55486-1900			Summary Total					52.68			
				Payment Amount					52.68			
115167	NET TRANSCRIPTS INC		PV	118794	001	00999	4/30/2023	NT15467	74.36		115167	NET TRANSCRIPTS I
	NET TRANSCRIPTS INC PO BOX 95777 CHICAGO IL 60694-5777			Summary Total					74.36			
				Payment Amount					74.36			
100363	NORTHERN SANITARY SUPPLY CO		PV	118786	001	00999	5/4/2023	206763	665.91		100363	NORTHERN SANITAF SUPPLY CO
	NORTHERN SANITARY SUPPLY CO 341 COON RAPIDS BLVD MINNEAPOLIS MN 55433			Summary Total					665.91			
			PV	118789	001	00999	5/8/2023	206781	374.97			
				Summary Total					374.97			
				Payment Amount					1,040.88			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
110480	OPUS 21 MANAGEMENT SOLUTIONS	Inv # 230460	PV	118972	001	00999	5/8/2023	230460	15,271.77		110480	OPUS 21 MANAGEMI SOLUTIONS
	OPUS 21 MANAGEMENT SOLUTIONS 680 COMMERCE DRIVE SUITE 160 WOODBURY MN 55125			Summary Total					15,271.77			
				Payment Amount					15,271.77			
100384	PLAISTED COMPANIES INC		PV	118801	001	00999	4/30/2023	59482	1,608.00		100384	PLAISTED COMPANII INC
	PLAISTED COMPANIES INC PO BOX 332 11555 - 205TH AVENUE NW ELK RIVER MN 55330			Summary Total					1,608.00			
				Payment Amount					1,608.00			
112151	REINDERS		PV	118811	001	00999	5/4/2023	3094366-00	546.06		112151	REINDERS
	REINDERS P O BOX 78955 MILWAUKEE WI 53278-0955			Summary Total					546.06			
				Payment Amount					546.06			
116092	ROADKILL ANIMAL CONTROL		PV	118912	001	00999	4/30/2023	04302023	324.00		116092	ROADKILL ANIMAL CONTROL
	ROADKILL ANIMAL CONTROL 520 HAROLD DRIVE BURNSVILLE MN 55337			Summary Total					324.00			
				Payment Amount								

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									324.00			
100431	SAFETY KLEEN CORPORATION		PV	118903	001	00999	5/4/2023	CN16749625	110.97		100431	SAFETY KLEEN CORPORATION
	SAFETY KLEEN CORPORATION PO BOX 975201 DALLAS TX 75397-5201	Summary Total							110.97			
		Payment Amount							110.97			
107711	SCHINDLER ELEVATOR		PV	118740	001	00999	5/1/2023	8106240638	788.73		107711	SCHINDLER ELEVAT
	SCHINDLER ELEVATOR P O BOX 93050 CHICAGO IL 60673-3050	Summary Total							788.73			
		Payment Amount							788.73			
100469	STREICHER'S POLICE EQUIPMENT		PV	118795	001	00999	4/28/2023	I1630587	1,476.72		100469	STREICHER'S POLIC EQUIPMENT
	STREICHER'S POLICE EQUIPMENT 10911 WEST HWY 55 MINNEAPOLIS MN 55441	Summary Total							1,476.72			
		Payment Amount							1,476.72			
100485	TIMESAVER OFF SITE SECRETARIAL INC		PV	118922	001	00999	5/12/2023	M28233	996.25		100485	TIMESAVER OFF SIT SECRETARIAL INC
	TIMESAVER OFF SITE SECRETARIAL INC 21021 KAROLINE COURT N FOREST LAKE MN 55025	Summary Total							996.25			

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				Payment Amount					996.25			
106812	TWIN CITY FILTER SERVICE INC		PV	118869	001	00999	5/8/2023	0740544-IN	1,039.00		106812	TWIN CITY FILTER SERVICE INC
	TWIN CITY FILTER SERVICE INC 2529 25TH AVE S MINNEAPOLIS MN 55406-1280			Summary Total					1,039.00			
				Payment Amount					1,039.00			
106351	WATER LABORATORIES, INC		PV	118742	001	00999	5/2/2023	9498	690.00		106351	WATER LABORATOR INC
	WATER LABORATORIES, INC 333 EAST MAIN STREET PO BOX 388 ELK RIVER MN 55330			Summary Total					690.00			
				Payment Amount					690.00			
				Total Amount to be Processed					224,989.21			
				Total Number of Payments to be Processed					50			

Checks - 73,732.52
ACH - 224,989.21
298,721.73

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #23-119

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF MAY 4, 2023 THROUGH MAY 17, 2023.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of May 4, 2023 through May 17, 2023 in the amount of $1,035,612.08 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 May 4, 2023 through May 17, 2023, in the amount of $1,035,612.08.

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:

Mayor Kuzma
Councilmember
Councilmember
Councilmember
Councilmember
Councilmember

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

Councilmember

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of May, 2023.

_____

Mayor

ATTEST:

_____

City Clerk

CC Regular Session **5. 10.**

Meeting Date: 05/23/2023

By: Chris Anderson, Community Development

Information

Title:

Adopt Resolution #23-103 Approving the Development Agreement for Soderholm & Associates Building Expansion and Associated Site Improvements at 7150 143rd Avenue NW (Project No. 23-100); Case of Soderholm & Associates, Inc.

Purpose/Background:

The City received an application from Soderholm & Associates, Inc. (the "Applicant") for a proposed expansion of their existing facility located at 7150 143rd Avenue NW (the "Subject Property"). The proposed building expansion (and associated improvements) meets all minimum standards. If not for the size of the proposed expansion as it relates to the existing building footprint, this would have qualified for an Administrative Site Plan review (meaning the Applicant could have proceeded directly to an application for a Building Permit rather than Site Plan review). The Planning Commission reviewed the Site Plan at their regular meeting on April 27, 2023 and recommended approval. The City Council reviewed and approved the Site Plan and a Stormwater Maintenance Agreement at their May 9, 2023 meeting. The Applicant has now submitted the cost estimate for the site improvements, which was needed to finalize the Development Agreement. The Development Agreement is now ready for City Council review and approval.

Funding Source:

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

Recommendation:

Staff recommends approval of the Development Agreement.

Outcome/Action:

Motion to adopt Resolution #23-103 approving the Development Agreement for Soderholm & Associates building expansion and associated site improvements.

Attachments

Site Location Map

City Council Case from May 9, 2023

Development Agreement

Resolution #23-103

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	05/18/2023 03:43 PM
Form Started By: Chris Anderson		Started On: 05/16/2023 08:54 AM
Final Approval Date: 05/18/2023		

PID: 27-32-25-33-0004

7150 143RD AVE NW

SODERHOLM & ASSOCIATES



Print Date: March 10, 2023

0 0.01 0.01 0.03 0.04 0.06
mi

CC Regular Session **5. 9.**
Meeting Date: 05/09/2023
By: Chris Anderson, Community Development

Information

Title:
Adopt Resolution #23-076 Approving a Site Plan and Stormwater Management Agreement for a Proposed Building Expansion by Soderholm & Associates at 7150 143rd Avenue NW (Project No. 23-100); Case of Soderholm & Associates

Purpose/Background:
The City has received an application from Soderholm & Associates (the "Applicant") for a proposed expansion of their existing facility located at 7150 143rd Avenue NW (the "Subject Property"). The proposed building expansion and associated improvements appear to meet all minimum standards. If not for the size of the proposed expansion as it relates to the existing building footprint, this would have qualified for an Administrative Site Plan review (meaning the Applicant could have proceeded directly to an application for a Building Permit rather than Site Plan review). The Planning Commission reviewed the Site Plan at their regular meeting on April 27, 2023.

Notification:
Site Plan review does not require a public hearing. However, Staff did attempt to notify property owners within 350 feet of the Subject Property, via standard U.S. mail, of the proposed building expansion and of the Planning Commission meeting date and time.

Observations/Alternatives:
Project Summary
The Subject Property is located south of 143rd Avenue, between Ramsey Boulevard and Limonite Street. The Applicant's existing building is approximately 14,560 square feet in size and has ten (10) striped parking spaces. The Applicant is proposing an expansion of approximately 43,000 square feet along with sixty-nine (69) additional parking stalls. As part of this project, the Applicant will be abandoning the septic system and connecting to both sanitary sewer and municipal water. The project will also provide on-site stormwater management, including both infiltration and retention, in various locations across the Subject Property.

Zoning and Land Use
The Subject Property is zoned E-2 Employment and is guided as Business Park in the Comprehensive Plan. Manufacturing, warehousing, and offices are permitted uses in this zoning district.

Building Coverage and Architecture
The proposed addition will result in a building footprint of 57,543 square feet. The total building coverage on the Subject Property will be approximately thirty-four percent (34%), well under the maximum allowable building coverage of forty-five percent (45%). The exterior finish of the proposed addition will consist of precast concrete walls with exposed aggregate panels at the top and random ribs and score lines below. It also includes some prefinished vertical seam metal siding as an accent. The building height is approximately twenty-five (25) feet, well below the sixty-five (65) feet that is allowed in this zoning district.

Access, Parking, and Maneuverability
The Subject Property currently has a single access off of 143rd Avenue. The proposed improvements include two (2) additional access points, both off of Limonite Street. The new accesses would be for shipping and receiving, as well as for additional employee parking. All proposed parking and maneuvering areas meet the twenty (20) foot setback from rights-of-way. There are currently ten (10) striped parking stalls on site. The

Applicant is proposing to add an additional sixty-nine (69) stalls, all of which appear to meet the dimensional standards (18' deep x 9' wide). The combination of existing and proposed parking stalls satisfies the minimum standards of City Code.

Utilities

The building is currently served by a private well and septic system. As part of the expansion project, the septic system will be abandoned and the building will be connected to the municipal sanitary sewer system. The Applicant is proposing to retain the private well on site for irrigation purposes only. The building will be connected to the municipal water system. A fire hydrant will also be installed as part of the site improvements. The Fire Department is requesting the hydrant be moved from the proposed location (southwest corner of the southern parking lot) out to Limonite Street, just south of the southern access point, which is right where the water line enters the Subject Property.

Stormwater Management

As part of the site improvements, multiple stormwater basins will be constructed. These basins will only handle stormwater from the Subject Property and will not include stormwater from public rights-of-way or other properties. Thus, the Applicant will be responsible for long-term maintenance of these basins. A Stormwater Treatment and Ponding Maintenance Agreement will need to be executed and recorded. The agreement is attached to this case.

Landscaping and Tree Preservation

The project will result in removal of essentially all existing trees, with the exception of three (3) trees along 143rd Avenue. While the proposed landscaping appears to comply with the planting requirements, because of the extent of tree removal, additional reforestation and/or restitution (payment into the Community Forestry fund) is required. Aside from that, the landscaping plan is generally acceptable.

The Planning Commission reviewed the Site Plan at their April 27, 2023, meeting and unanimously recommended approval (note that one Planning Commissioner recused himself from the discussion due to a conflict of interest). There were no public comments received on the request (either written or verbal).

Alternatives

Alternative 1: Approve the Site Plan. The proposed building expansion meets all setbacks and performance standards, with just minor plan corrections still needed. Staff supports this alternative.

Alternative 2: Approve the Site Plan with modifications.

Alternative 3: Deny the Site Plan. The City Council would need to identify specific findings that would support this action. Staff does not support this alternative.

Funding Source:

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

Recommendation:

The Planning Commission recommended approving the Site Plan.

Action:

Motion to Resolution #23-076 approving the Site Plan and Stormwater Maintenance Agreement.

Attachments

Site Location Map
Site Plan

Building Elevations
Color Elevations
Staff's Plan Review Comments
Draft Planning Commission Meeting Minutes Dated April 27, 2023
Stormwater Maintenance Agreement
Resolution #23-076: Site Plan and Stormwater Maintenance Agreement

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Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	05/04/2023 11:19 AM
Form Started By: Chris Anderson		Started On: 04/28/2023 08:26 AM
Final Approval Date: 05/04/2023		

SODERHOLM & ASSOCIATES INC.
DEVELOPMENT AGREEMENT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA

This Agreement (hereinafter the "Agreement") is dated as of this day Click or tap here to enter text. of Click or tap here to enter text., 2023, and is by and between the City of Ramsey, a Minnesota municipal corporation (the "**CITY**") and Representative Investments, LLC, a Limited Liability Company (Domestic) under the laws of Minnesota, (the "**PERMITTEE**").

Recitals

A. The **PERMITTEE** is the fee title owner of land generally known as 7150 143rd Avenue NW, Ramsey, MN 55303 and legally described as:

> That part of the West 31 rods of the Southwest quarter of the Southwest quarter of Section 27, Township 32, Range 25, described as follows: Commencing at the Northwest corner thereof, then East along the North line thereof a distance of 511.5 feet to the East line of said West 31 rods, then South along the East line thereof a distance of 448.92 feet, then Northwesterly in a straight line to point on the West line thereof a distance of 335.51 feet South from the Northwest corner thereof as measured along said West line, then North along said West line a distance of 335.51 feet to the point of beginning (except that part platted as Gateway North Industrial Park) excluding road; subject to easements of record, Anoka County, Minnesota.
>
> (the "Subject Property")

B. That on March 8, 2023, the **CITY** received a Site Plan Application from Sharp & Associates, on behalf of their client, Soderholm & Associates Inc., a commercial business (the "Business") operating on the **Subject Property**, for a 43,000 square foot building addition and associated site improvements (cumulatively, the "Building Addition") on the **Subject Property**.

C. The **PERMITTEE** intends to cause the Required Improvements to the **Subject Property** to be constructed without financial participation by the **CITY.**

Agreement

SECTION I
REQUIRED IMPROVEMENTS AND FINANCIAL RESPONSIBILITIES

1. **City Code Compliance.** The **CITY** approves the site plan (the "Site Plan") conditioned on the **PERMITTEE** developing the **Subject Property** in accordance with the applicable provisions of City Code**.**

2. **Conformance with the Plans**. The **Subject Property** shall be developed in accordance with the plans (the "Plans") prepared by Hakanson Anderson, dated March 8, 2023 and revised April 18, 2023. 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'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.

3. **Incorporation of All City Code Requirements**. That the recitals above and the applicable provisions of the City Charter, Subdivision Code, Zoning Code and Public Improvement Code of the **CITY**, as amended to date hereof, are incorporated herein by reference.

4. **State Building Code Compliance**. The structure(s) shall be constructed in accordance with the requirements of the Building Code.

5. **Fire Lanes.** Fire lanes shall be maintained on the **Subject Property**. The exact locations of these items on the **Subject Property** shall be as directed by the Fire Chief. The **PERMITTEE** herein agrees to post "No Parking" signs along private streets in accordance with City Code requirements and in conjunction with the instructions of the Fire Chief.

6. **Required Improvements.** The **PERMITTEE** shall construct and install the following site improvements on the **Subject Property** in accordance with the specifications and location as shown on the **Plans.** The Required Improvements are as follows:

   a. Storm drainage facilities
   b. Stormwater maintenance
   c. Sanitary sewer and water utilities
   d. Parking/maneuvering area(s)
   e. Concrete curb and gutter
   f. Lot grading
   g. Landscaping
   h. Installation and removal of temporary erosion control measures.
   i. Temporary and permanent erosion control.

   ("Required Improvements)"

   The **PERMITTEE** agrees to construct the **Required Improvements** according to the terms and conditions of this **Agreement**, in accordance with the **Plans**, and in compliance with Staff review comments.

7. **Required Improvements Completion Date**. The **Required Improvements** shall be completed within twelve (12) months from the date of Site Plan approval for the building addition.

8. **Required Improvements Financial Guaranty**. In order to ensure the installation of the **Required Improvements** in accordance with **CITY** specifications and in a timely manner, the **PERMITTEE** shall be required to deposit with the **CITY** a cash escrow or an irrevocable letter of credit, approved as to form by the **CITY**, in the amount of **Six Hundred Forty-One Thousand Three Hundred Twenty Dollars and No Cents** (**$641,320.00**), which is 125% of the **CITY's** estimated cost of the **Required Improvements**. Prior to the issuance of the building permit, the financial guaranty must be provided as required herein.

   Upon completion of the construction of the **Required Improvements** and written acceptance by the **CITY**, the financial guaranty shall be returned to the **PERMITTEE** and the **PERMITTEE** shall be required to provide the landscaping maintenance guaranty described in Section III Paragraph 12 of this **Agreement**. The determination of completion of the construction of the **Required Improvements** shall be made by the **CITY**. In the event the **PERMITTEE** fails to construct and install the **Required Improvements** as required herein, the City Council may order the completion of the **Required Improvements** with **CITY** day labor and/or by letting contracts for said completion and draw upon the escrow for payment. Only the City Council shall have the

authority to direct completion of the **Required Improvements** and withdraw from the escrow account. 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 completing the construction and installation of the **Required Improvements** in the event of the **PERMITTEE's** default.

9. **Inspection Fees.** The **PERMITTEE** shall be responsible for all inspection costs incurred by the **CITY** related to the installation of **Required Improvements**. The **PERMITTEE** shall make a cash deposit into the appropriate escrow account at the **CITY** and the **CITY** shall have the authority to draw upon these funds for the purpose of compensating for inspection services. The amount of the deposit shall be equal to five percent (5%) of the estimated cost of the **Required Improvements**, which equates to **Twenty-Five Thousand Six Hundred Fifty Three Dollars and No Cents** (**$25,653.00**) (5% x $513,056.00). Upon completion of the **Required Improvements** to the satisfaction of the **CITY**, any surplus balance remaining in the **CITY's** escrow account shall be refunded to the **PERMITTEE**.

10. Payment of Development Fees. The **PERMITTEE** must pay to the **CITY** a fee of $4,000 to comply with the Tree Preservation Ordinance. This fee will be deposited into the **CITY's** Community Forestry Fund and will be utilized to reforest the community in strategic locations.

SECTION II
PERMITS AND OCCUPANCY

11. **Requirements for Building Permit.**

    a. No building permit 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.) submitted the financial guaranty described in Section I Paragraph 8 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 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.

SECTION III
LANDSCAPING

12. **Maintenance Guaranty for Landscaping**. It is herein agreed that the **PERMITTEE** shall provide a maintenance guaranty to ensure the survival of the plantings. Said maintenance guaranty shall consist of cash or an irrevocable letter of credit, approved as to form by the **CITY**, in the amount of Four Thousand Five Dollars and No Cents ($**4,005.00)** [# plantings (32 trees and 50 shrubs) x cost/planting ($300/tree and $75/shrub) x 30% average non-survival rate], which shall be in effect for a two (2) year period commencing on the date of the **CITY's** written acceptance of said plantings as part of the **Required Improvements**.

At the end of the two (2) year period, the **PERMITTEE** shall contact the **CITY** to schedule a final inspection of the landscaping. The determination that all plantings that have been planted in accordance with the **Plans** have either survived or have been replaced shall be made by the **CITY**. Upon approval of the final landscape inspection by the **CITY,** the maintenance guaranty shall be returned to the **PERMITTEE**. In the event the **PERMITTEE** fails to maintain the required plantings for a two (2) year period, the City Council may order the replacement of plantings with **CITY** day labor and/or by letting contracts and draw upon the escrow for payment. Only the City Council shall have the authority to direct replacement of the plantings and withdraw from the escrow account. 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** default.

SECTION IV
GENERAL

13. **Boulevard and Area Restoration**. The **PERMITTEE** shall be responsible for restoring all areas disturbed by the development grading operation in accordance with the approved erosion and sediment control plan. The **PERMITTEE** shall also be responsible for the cost of cleaning any soil, earth or debris from the wetlands within and adjacent to the **Subject Property** resulting from grading performed in the development of the land.

14. **Construction Site Maintenance**. The **PERMITTEE** shall adhere to all **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.

15. **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.

16. **Estimated Cost**. It is understood and agreed that cost amounts set forth in this **Agreement** as **Required Improvements**, unless specified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal charges.

17. **Site Plan Approval Expenses**. The **PERMITTEE** agrees that it will pay to the **CITY** all **CITY** expenses incurred in the approval of the **Site Plan**, including, but not limited to administration expenses, engineering and legal fees. Said expenses shall be paid within fifteen (15) days of billing by the **CITY** and outstanding billings shall be paid prior to issuance of the building permit. Any expenses incurred after the release of the building permit 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 contract for payment.

18. **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.

19. **Invalidity of Any Section**. If any portion, section, subsection, sentence, clause, paragraph or phrase of this **Agreement** is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect or void any of the other provisions of this **Agreement**.

20. **Proof of Authority**. When the **PERMITTEE** is a corporation, the **CITY** requires proof of authority by the corporation to execute this **Agreement**. This proof of authority may be satisfied by providing the **CITY** with a certified copy of minutes of the corporate Board of Directors granting such authority.

21. **Violation of This Permit**. If the **PERMITTEE** fails to perform any of the terms of this **Agreement** in the manner required by the **CITY**, the **CITY** shall be entitled to recover, from the **PERMITTEE** or the issuer of **PERMITTEE** financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this **Agreement** by the **PERMITTEE** shall also be grounds for denial of Building Permit or issuance of Certificate of Occupancy.

22. **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.

23. **Agreement Binding on Successors and Assigns**. The **PERMITTEE** agrees that this **Agreement** shall be binding upon its successors and assigns.

24. **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:
Representative Investments, LLC
Attn: Chris Soderholm
7150 143rd Avenue NW
Ramsey, 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:

Representative Investments, LLC

By:_____, Chris Soderholm

Its: Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by Chris Soderholm, the Manager of Representative Investments, LLC, a Limited Liability Company (Domestic), 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_____ _____, 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.
413 Wacouta Street, Suite 550
St. Paul, MN 55101

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

RESOLUTION #23-103

A RESOLUTION APPROVING THE DEVELOPMENT AGREEMENT FOR SODERHOLM & ASSOCIATES BUILDING EXPANSION AND SITE IMPROVEMENTS

RECITALS

1. Soderholm & Associates Inc., hereinafter referred to as the "**Permittee**" has properly applied for Site Plan approval for a building expansion and associated site improvements on the property generally known as 7150 143rd Avenue NW and legally described as follows:

   That part of the West 31 rods of the Southwest quarter of the Southwest quarter of Section 27, Township 32, Range 25, described as follows: Commencing at the Northwest corner thereof, then East along the North line thereof a distance of 511.5 feet to the East line of said West 31 rods, then South along the East line thereof a distance of 448.92 feet, then Northwesterly in a straight line to point on the West line thereof a distance of 335.51 feet South from the Northwest corner thereof as measured along said West line, then North along said West line a distance of 335.51 feet to the point of beginning (except that part platted as Gateway North Industrial Park) excluding road; subject to easements of record.

   ("**Subject Property**")

2. That Representative Investments, LLC is the fee owner of the **Subject Property**.

3. That the **Permittee** appeared before the Planning Commission for site plan review on April 27, 2023 and that said meeting was properly advertised and that the minutes of said meeting are hereby incorporated by reference.

4. That the Planning Commission reviewed the Site Plan on April 27th, 2023, and recommended approval.

5. That the City Council reviewed and approved the Site Plan and a Stormwater Maintenance Agreement on May 9, 2023.

6. That the **Permittee** has now supplied the cost estimate for the site improvements, which is needed to draft the Development Agreement.

7. That the City Council reviewed the Development Agreement on May 23, 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 for Soderholm & Associates.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 23rd day of May, 2023.

CITY OF RAMSEY:

By:_____ By:_____
Mayor City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

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

_____
Notary Public

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

CC Regular Session **5. 11.**

Meeting Date: 05/23/2023

Submitted For: Sean Sullivan, Community Development

By: Sean Sullivan, Community Development

Information

Title:

Adopt Resolution #23-109 approving Purchase Agreement and Right of Re-Entry Agreement for B & A Cylinder site (37a); Case of BC Nolby LLC (Jam Hops)
(Portions may be closed to the public)

Purpose/Background:

The City Council may choose to go into closed session pursuant to Minnesota Statutes section 13D.05, subdivision 3(c)(3) to consider offers or counteroffers for the purchase or sale of real or personal property. If the City Council chooses to enter into closed session, the statute and reason above needs to be referenced along with legal description (Part of Southwest Quarter of the Southwest Quarter of Section 27, Township 32, Range 25) and the Anoka County Tax ID number 27-32-25-33-0006.

The City of Ramsey and Nolby BC LLC (Jam Hops) have been in discussions to develop a recreational facility in Ramsey. The entity name has changed from CBN Enterprises, LLC to Nolby BC LLC. Activities to be conducted in this building include: pre-school and school-age gymnastic and Ninja classes. They also will have open gym (trampolines), birthday parties, field trips and a theater program. The Developer has interest in a 4.14 acre site south of Soderholm and Associates and west of the old Public Works site. This property was not on the market due to the upcoming Ramsey Gateway Project (US Hwy10/169), but based on recent discussion with Anoka County it has been determined that none of this parcel is needed for highway purposes. As such, Staff was comfortable entering into negotiations for development of this site. The proposed project would be the construction of a 22,000 square foot facility with the ability to add 8,000 or more square feet at a later date. The project would be a relocation of the Anoka facility off of Bunker Lake Boulevard to Ramsey. Staff has received a preliminary sketch identifying the location of the proposed building and a generic site layout. Staff has reviewed the proposed layout and has requested more detailed information relating to building footprint (and expansion), materials and some preliminary building elevations. Staff is generally acceptable to the site plan and use and has communicated the need for compliance with City Code when constructing the building. Part of this project will require the extension of City Sewer and Water to the site (estimated to be about 100-200 feet). Being that this is City owned land, and we are a quasi-developer, it is not unreasonable share in some of the cost of bringing utilities to the site. There is an expansion project for Soderholm and Associates that will likely occur this year which could lead to some cost savings for the extension of City Sewer and Water. The City has received a Retroactive No Association Determination letter from the MPCA which helps clear the way for development on this site. The Buyer will need to have its bank sign off on the environmental work and RNAD letter the City has completed. The Buyer has requested that the City give site control through execution of a Purchase Agreement so it can start "spending money" on building design, site engineering and project costs to further define the project. No incentives are being asked for by the Developer on this project.

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

Notification:

Notification is not required.

Observations/Alternatives:

Observations: The proposed site (27-32-25-33-0006) will be +/- 4.14 acres upon completion of the Final Plat. The purchase price is $600,000 ($3.32 / SF). This price per/SF is within the approved "deal range". Staff understands that the square footage of building does not maximize the site potential. However, the developer is asking to be able to put in excess parking so that it can accommodate multiple events and keep all its customers onsite. A copy of the preliminary site concept plan is attached but will likely be modified. This was a city generated lead for a city un-listed parcel, so only Premier Commercial Properties (Buyer Broker) will receive 3% commission.

The following Purchase Agreement items are worth highlighting:

Earnest Money	$10,000, Nonrefundable after a Notice to Proceed has been given by the Buyer.
Inspection Period	180 days from Effective Date (Date City Council Approves) (city requires plat/ site plan approval before sale).
Closing	Within 30 days of Notice to Proceed.
Extensions	Developer will deposit $10,000 in escrow for each 60 day extension (2 extensions allowed) Once extensions are made the money becomes non-refundable.
Performance	City to require construction of a minimum 22,000 SF building and obtain a Certificate of Occupancy **16 months** after Closing. If this is not done, the City may exercise the Right of Re-Entry Agreement.

Project Profile:
Acreage: 4.14 Acres
Use: Indoor Recreation
Customer Count: 400-500 per week
Building Size: 22,000 SF with 8,000 or more SF expansion
Project Budget : 5M
Estimated Tax Assessed Project Valuation: 3.5M-4.5M
Tax Estimate: $98,000 - $127,000
City Portion: 15K - 19K (not including fiscal disparities)
Jobs On Site: 3-4 FT and 15-20 PT

Alternatives:

1. Recommendation to City Council to approve Purchase Agreement and Right of Re-Entry Agreement as presented. (Staff recommendation)
2. Recommendation to City Council to approve Purchase Agreement and Right of Re-Entry Agreement with changes.
3. Something else.

Funding Source:

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

Recommendation:

The EDA met on May 11 and adopted a unanimous motion to recommend approval to the City Council of the attached Purchase Agreement and Right of Re-Entry Agreement as presented, subject to City Attorney review.

A copy of the draft EDA minutes from 5-11-2023 is attached to the case for review. Please note that the legal entity name has been changed from CBN Enterprises, LLC to Nolby BC LLC.

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

Action:

Motion to Adopt Resolution #23-109 Approving Purchase Agreement and Right of Re-Entry Agreement for B & A Cylinder site (37a), subject to City Attorney review.

Attachments

Site Location Map

ACTION - Resolution #23-109

ACTION - PA - Nolby BC LLC

ACTION - Right of ReEntry - Nolby BC LLC

Term Sheet

Draft EDA minutes 5.-11-2023

Form Review

Inbox	Reviewed By	Date
Sean Sullivan (Originator)	Sean Sullivan	05/17/2023 04:53 PM
Brian Hagen	Brian Hagen	05/18/2023 08:37 AM
Sean Sullivan (Originator)	Sean Sullivan	05/18/2023 11:33 AM
Form Started By: Sean Sullivan		Started On: 05/11/2023 09:07 AM
Final Approval Date: 05/18/2023		

Parcel 37a (27-32-25-33-0006)



Parcel Information:
27-32-25-33-0006
14165 RAMSEY BLVD NW
RAMSEY
MN 55303
Plat:

Approx. Acres: 4.14328798
Commissioner: MATT LOOK

Owner Information:
RAMSEY CITY OF
7550 SUNWOOD DRIVE
RAMSEY
MN
55303

Sean Sullivan | 1:2,400 | Date: 5/2/2023

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

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

RESOLUTION #23-109

RESOLUTION APPROVING PURCHASE AGREEMENT AND RIGHT OF RE-ENTRY AGREEMENT FOR B & A CYLINDER SITE (37a); CASE OF NOLBY BC LLC (JAM HOPS)

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

WHEREAS, the City negotiated the terms of Purchase Agreement for the sale of the parcel legally described on **Exhibit A** ("the Property"), with Nolby BC LLC, a Minnesota Limited Liability Company (the "Buyer"); and

WHEREAS, the City and Buyer have negotiated a Purchase Price of $600,000 ($3.32 per square foot) on +/- 4.14 acres (180,338 square feet) subject to Final Plat for the Property referenced in the Purchase Agreement; and

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

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

WHEREAS, the Ramsey EDA recommends the sale and development of the Property to Nolby BC LLC, a Minnesota Limited Liability Company; and

WHEREAS, Staff has verified that Nolby BC LLC, a Minnesota Limited Liability Company is in Good Standing with the Secretary of State of Minnesota as of May 18, 2023.

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

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

2) That the City hereby authorizes the sale of the Property to Nolby BC LLC, a Minnesota Limited Liability Company for $600,000 ($3.32 per square foot) on +/- 4.14 acres (180,338 square feet) subject to Final Plat for the Property for the development of a minimum 22,000 square foot commercial recreation industrial building.

3) That the City authorizes execution of the Purchase Agreement and Right-of-Re-Entry Agreement to be recorded at the closing of this land transaction.

4) That the City hereby authorizes the City Administrator and Mayor to sign any and all documents necessary to close on the sale of the Property, consistent with Charter and State law requirements.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of May, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A
DEVELOPMENT PROPERTY

All that part of the West 31 rods of the Southwest Quarter of the Southwest Quarter of Section 27, Township 32, Range 25, Anoka County, Minnesota, described as follows: Commencing at a point on the West line thereof, distant 335.51 feet South from the Northwest corner thereof, as measured along said West line; thence South along said West line a distance of 335.51 feet, more or less, to its intersection with the Northerly right of way line of Northern Pacific Railway; thence Southeasterly along said Northerly right of way line to its intersection with the East line of said West 31 rods; thence North along said East line thereof a distance of 448.92 feet, more or less, to a point on said East line thereof distant 448.92 feet South from the Northeast corner of said West 31 rods as measured along said East line thereof; thence Northwesterly in a straight line to the point of beginning. Anoka County, Minnesota. Abstract Property, to be platted as:

T.B.D. Anoka County, Minnesota

PID Number: 27-32-25-33-0006 ("Property")

PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation ("Seller"), and **Nolby BC LLC**, a Minnesota Limited Liability Company, or assigns ("Buyer").

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

1. **EFFECTIVE DATE.** The effective date of this Agreement is _____**, 2023** (the "Effective Date").

2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller approximately 4.14 acres (180,338 SF) of vacant land, legally described as follows:

   All that part of the West 31 rods of the Southwest Quarter of the Southwest Quarter of Section 27, Township 32, Range 25, Anoka County, Minnesota, described as follows: Commencing at a point on the West line thereof, distant 335.51 feet South from the Northwest corner thereof, as measured along said West line; thence South along said West line a distance of 335.51 feet, more or less, to its intersection with the Northerly right of way line of Northern Pacific Railway; thence Southeasterly along said Northerly right of way line to its intersection with the East line of said West 31 rods; thence North along said East line thereof a distance of 448.92 feet, more or less, to a point on said East line thereof distant 448.92 feet South from the Northeast corner of said West 31 rods as measured along said East line thereof; thence Northwesterly in a straight line to the point of beginning. Anoka County, Minnesota. Abstract Property;

   To be platted as:

   T.B.D. Anoka County, Minnesota

   PID Number: 27-32-25-33-0006 ("Property")

3. **PURCHASE PRICE.** The purchase price for the Property is $3.32 / square foot or $600,000 subject to square footage of Final Plat (the "Purchase Price").

4. **EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** Within five business days after the Effective Date, Buyer must deposit the sum of $10,000.00 (the "Earnest Money") with Land Title Company ("Escrow Agent"), via wire transfer or delivery of a

certified check payable to Escrow Agent.

a. If Buyer does not deposit the Earnest Money as required above, then Seller may terminate this Agreement by written notice to Buyer; provided, however, if Buyer deposits the Earnest Money with Escrow Agent before Seller exercises Seller's right to terminate, Seller's right to terminate is extinguished.

b. Upon Seller's receipt of a Notice to Proceed from Buyer in accordance with Section 9(b), all of the Earnest Money becomes non-refundable (except in accordance with Section 22 as a result of a default by Seller).

c. If Buyer does not provide a Notice to Proceed to Seller in accordance with Section 9(b), this Agreement automatically terminates, and Escrow Agent must disburse all Earnest Money Escrow Agent holds to Buyer.

d. At Closing, Escrow Agent shall disburse to Seller any Earnest Money not previously disbursed to Seller, and Buyer shall receive a credit against the Purchase Price owing at Closing in an amount equal to the amount of the Earnest Money.

5. SURVEY. Seller has provided the Buyer a 2011 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items: 1, 2, 3, 4, 5, 6(b), 8, 11(b), and 14 of Table A thereof for the underlying legal (the "Survey") from a duly licensed surveyor dated January 21, 2016. Buyer may arrange with the surveyor to include additional information on the Survey at Buyer's expense.

6. TITLE COMMITMENT.

a. Seller makes no representations or warranties with respect to the status of title to the Property. Within thirty (30) business days after the Effective Date, Seller shall, at Seller's expense, obtain a commitment from Escrow Agent to issue an owner's policy of title insurance insuring Buyer's title to the Property (the "Title Commitment") and deliver the Title Commitment and copies of or internet access to copies of all recorded documents referenced in the Title Commitment to Buyer, as well as a retroactive no-association determination for past actions letter and Environmental reports on file at the City of Ramsey.

b. Buyer shall have until the date thirty (30) days after the receipt of the Title Commitment and the Survey (collectively, "**Title/Survey**") to review Title/Survey and to give Seller written notice of (i) any defects in the marketability of Seller title to the Property or any encumbrances on Seller's title to the Property that are objectionable to Buyer, and (ii) the specific actions Buyer requests that Seller take with respect to each such defect or encumbrance (a "**Title Objection Notice**"). Any defects in or encumbrances on Seller's title that Buyer does not identify in a timely Title Objection Notice are each a "**Permitted**

Exception." Within three (3) business days after Seller's receipt of a Title Objection Notice from Buyer, Seller will notify Buyer, in writing, of the actions, if any, that Seller is willing to take with respect to each of the matters identified in the Title Objection Notice and the time frame in which Seller will take those actions ("**Seller's Title Notice**"). If Seller's Title Notice indicates that Seller unconditionally agrees to make Seller's title to the Property marketable on or before the closing date established pursuant to Section 13, the parties shall proceed to closing pursuant to the terms of this Agreement. If Seller's Title Notice indicates that Seller does not unconditionally agree to make Seller's Title to the Property marketable on or before the closing date established in Section 13, Buyer may, at any time with fifteen (15) business days after Buyer's receipt of Seller's Title Notice, terminate this Agreement by written notice to Buyer in which case this Agreement is terminated and Escrow Agent must disburse any Earnest Money to Buyer ("**Buyer's Title Termination Notice**"). If Buyer does not deliver a Buyer's Title Termination Notice to Seller within the fifteen (15) business days after Buyer's receipt of Seller's Title Notice, then Seller must perform in accordance with Seller's Title Notice, Buyer shall be deemed to have waived Buyer's objections to the extent Seller has not agreed to address them in Seller's Title Notice, the matters to which Buyer objected and Seller did not agree to resolve are deemed Permitted Exceptions, and the parties shall proceed to Closing in accordance with the terms of this Agreement and the terms of Seller's Title Notice.

7. **RIGHT OF ENTRY.** At all times after Buyer has deposited the Earnest Money with Seller and before the Closing, Buyer (and its employees, agents, and contractors) may enter the Property for the purpose of conducting soil tests, environmental tests and additional survey work, subject to the following conditions:

   a. Within one week after the termination of this Agreement, if either Seller or Buyer terminate this Agreement in accordance with the provisions hereof prior to Closing, Buyer must repair and or restore any damage Buyer or its employees, agents or contractors cause to the Property and remove any personal property, refuse or debris Buyer or its employees, agents or contractors brought onto or authorized third parties to bring onto the Property.

   b. Buyer must defend and indemnify Seller from and against and hold Seller harmless Seller from all "Claims," as defined in Section 10, arising out of, resulting from or relating to any loss of or damage to any property or business or out of any injury to or death of any person, if the loss, damage, injury, or death arises or is alleged to arise either directly or indirectly and either wholly or in part from: (a) any action or omission of Buyer or its employees, agents, or contractors, while on the Property pursuant to this Section; or (b) actions or omissions of Buyer or Buyer's employees, agents, or contractors that cause or result in the release of any Hazardous Substance onto the Property or onto other property.

c. Buyer must comply with and shall cause it employees, agents, and contractors to comply with all applicable laws, while on the Property.

d. Other than a standard Phase 1 environmental assessment, Buyer may not commence any environmental testing on the Property until Buyer submits a work plan for such testing to Seller and Seller approves the work plan, in writing. Seller may not unreasonably withhold, condition or delay Seller's approval of a work plan.

e. Buyer must, promptly and without demand from Seller, provide Seller with true and complete copies of all draft and final reports relating to Buyer's geotechnical and environmental investigations and testing of the Property including, without limitation, any reports relating to any Phase I Environmental Site Assessment of the Property.

f. The cost of any test or additional survey work will be borne solely by Buyer.

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

8. PROPERTY SOLD AS IS. Subject to Buyer's right to terminate this Agreement as provided elsewhere herein, Buyer agrees to accept the Property in its current condition, including, without limitation, its current environmental and geological condition, and in an "AS-IS" and with "ALL FAULTS" condition. Buyer's payment of the Purchase Price at Closing constitutes Buyer's acknowledgment and agreement that:

a. Seller has not made any written or oral representations or warranties of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose);

b. Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property;

c. Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing; and

d. The condition of the Property is fit for Buyer's intended use.

e. Buyer accepts all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future,

existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or uncontemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

9. INSPECTION PERIOD.

a. Notwithstanding any other provision herein to the contrary, Buyer shall have from the date that Buyer deposits the Earnest Money with Escrow Agent to **(INSERT date 180 Days after Effective Date)** (the "**Inspection Period**") to investigate the Property and determine, in Buyer's sole judgment, whether (i) the condition of the Property is suitable to Buyer's intended use; (ii) Buyer will be able to obtain financing acceptable to Buyer in its sole and absolute determination; and (iii) Buyer will be able to obtain all governmental approvals (including, but not limited to, approvals necessary to subdivide and re-plat the Property) and utilities necessary for Buyer's intended use of the Property. Buyer acknowledges and agrees that Seller has not made any covenants, representations or warranties regarding Buyer's ability to obtain governmental approvals from the City of Ramsey or any other governmental entity. The City of Ramsey will review, consider and act on any applications Buyer submits to the City for governmental approvals in accordance with City Code.

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

c. If, pursuant to Section 9(b) either Buyer terminates this Agreement or this Agreement is automatically terminated, the Escrow Agent must disburse to Buyer any Earnest Money Escrow Agent holds.

10. DEFINITIONS. As used in this Agreement:

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

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

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

11. RELEASE. By accepting the deed to the Property, Buyer, for itself, its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors, and assigns and anyone acting on its behalf or their behalf hereby fully releases and forever discharges Seller from any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the condition of the Property, and Buyer hereby waives any and all causes of action (including without limitation any right of contribution) Buyer had, has or may have against Seller and anyone acting on its behalf with respect to the condition of the Property, whether arising at common law, in equity or under a federal, state or local statute, rule or regulation. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or uncontemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

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

Seller: City Administrator
City of Ramsey
7550 Sunwood Drive N.W.
Ramsey, MN 55303
Email: bhagen@cityoframsey.com

Buyer: Nolby BC LLC
Brenda Nolby, Chief Manager
15423 Jackson St NE
Ham Lake, MN 55304
Email: bnolby@jamhops.com

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

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

a. **Seller's Obligations at Closing.** At Closing, Seller must deliver to Escrow Agent, for delivery to Buyer:

i. A limited warranty deed, duly executed and acknowledged on behalf of the City and with the City's seal affixed, conveying title to the Property, subject to (A) the lien of real estate taxes, if any, not yet due and payable and any installments of special assessments certified for payment therewith; (B) Building, Subdivision and Zoning Ordinances; (C) Matters that would be disclosed by an accurate survey of the Property; and (D) matters that constitute Permitted Exceptions pursuant to Section 6;

ii. A certified copy of a duly adopted City Ordinance and Resolution authorizing Seller's sale of the Property to Buyer;

iii. The Right of Re-Entry Agreement provided for in Section 28 below; and

iv. Seller's affidavits, well disclosure certificate (if required), settlement statement approved by Seller and Buyer, and any other documents required by the Escrow Agent.

b. **Buyer's Obligations at Closing.** At Closing, Buyer must:

i. Wire Transfer (or deliver a certified check in) an amount equal to the amount of the Purchase Price adjusted for to reflect Buyer's prior payment of the Earnest Money, to Escrow Agent for disbursement to Seller and others pursuant to this Agreement and the Settlement Statement;

ii. Execute and deliver the Right of Re-Entry Agreement provided for in Section 28 below; and

iii. File or cause Escrow Agent to file an Electronic Certificate of Real Estate Value, if required and necessary.

c. **Closing Costs.**

i. At Closing, the following Seller closing costs and expenses must be paid from the Purchase Price or, if the Purchase Price is not sufficient, paid by Seller:

1. Seller shall pay all outstanding property taxes, including but not limited to, Payable 2023 for the Property.
2. Seller shall pay all special assessments levied or pending against the Property as of the Closing Date.
3. Seller's own attorney's fees.
4. One-half the cost of any closing fees.
5. The cost of real estate broker commission fees as prescribed in Section 14.
6. State Deed Tax.
7. Cost of the Title Commitment.

ii. At Closing Buyer must pay the Purchase Price to Seller and the following costs and expenses:

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1. Buyer's own attorney's fees.
2. One-half the cost of any closing fees.
3. Documentary and recording fees for the deed(s).
4. The cost of the owner's title insurance policy, if Buyer elects to purchase an Owner's title insurance policy.

d. **Possession.** Seller must deliver possession of the Property to Buyer at Closing.

14. REAL ESTATE BROKERS. Seller and Buyer represent and warrant to each other that they have dealt with no brokers, real estate agents, finders or the like in connection with this transaction, other than Premier Commercial Properties ("Buyer's Broker"). Seller shall pay Buyer's Broker 3% of final gross sales price. Seller and Buyer agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any broker's fees or commissions resulting for their actions or

agreements regarding the execution or performance of this Agreement and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorney's fees.

15. **ASSIGNMENT.** This Agreement may not be assigned without the written consent of the non-assigning Party; provided, however, Buyer may assign this agreement to any other entity owned in whole or in part by Brenda Nolby, whereupon Buyer shall promptly give notice of said assignment to Seller and Nolby BC LLC shall have no further right or liability hereunder.

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

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

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

19. **ENTIRE AGREEMENT / MODIFICATION.** This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver or modification of any of its terms will be effective unless in writing executed by the parties.

20. **BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.

21. **CONTROLLING LAW.** This Agreement is made under the laws of the State of Minnesota and such laws will control its interpretation.

22. **REMEDIES.**

    a. If Buyer fails to perform any of the terms or conditions of this Agreement within the specified time limits, Seller may declare this Agreement terminated pursuant to Minnesota Statutes section 559.21. Seller's sole remedy in the event of Buyer's default is retention of the Earnest Money, unless Buyer defaults under Section 7 or 11 of this Agreement, in which case Seller may retain the Earnest money or suspend the performance of its obligations under this Agreement and commence an action in Anoka County District Court to recover its actual damages arising from the default.

    b. If Seller fails to perform any of the terms or conditions of this Agreement within the specified time limits, Buyer may, as its sole remedy, declare this Agreement terminated in which case Escrow Agent and, if applicable, Seller, shall refund the

Earnest Money (both under Section 4 and Section 13) to Buyer, or, in the alternative, Buyer may have this Agreement specifically enforced and recover any incidental damages. Buyer waives all claims for consequential damages against Seller based on Seller's breach or alleged default hereunder.

23. WAIVER. Failure of Seller or Buyer to insist upon the performance of any of the covenants, agreements and/or conditions of this Agreement or to exercise any right or privilege herein shall not be deemed a waiver of any such covenant, condition or right.

24. SURVIVAL OF TERMS AND CONDITIONS. The terms and conditions of this Agreement shall survive and be in full force and effect after the delivery of the deed, and shall not be deemed to have merged therein.

25. SEVERABILITY. Each provision of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.

26. CONSTRUCTION. The Parties acknowledge that this Agreement was initially prepared by Seller solely as a convenience and that all Parties and their counsel hereto have read and full negotiated all the language used in this Agreement. The Parties acknowledge that because all Parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement to construe ambiguous or unclear language in favor of or against any Party.

27. COUNTERPARTS; DIGITAL COPIES. This Agreement may be executed in any number of counterparts and the signature pages of the separate counterparts combined into a single copy of this Agreement which will then constitute a fully executed version of this Agreement. A facsimile, .pdf file or digital copy of a signed counterpart or of an assemblage of counterparts of this Agreement shall be deemed to be an original thereof.

28. CONSTRUCTION DEADLINE. Within 16 months from the Closing Date Buyer shall construct and obtain a certificate of occupancy from the City of Ramsey for a minimum 22,000 square foot commercial building compliant with City Zoning requirements to be further defined by an approved Site Plan. At Closing, a mutually agreeable "Right of Re-Entry Agreement" shall be executed and recorded against the Property providing that, in the event the above deadline is not met, Seller has the right to reclaim title to the parcel(s) for which a certificate of occupancy was not obtained. Notwithstanding any other provision in this Agreement, documents or instruments to be delivered under this Agreement, or any other agreement between the parties to the contrary, in the event Buyer fails to obtain a certificate of occupancy from the City of Ramsey as provided for above within 16 months from the Closing Date because of any delay caused in whole or in part by circumstances beyond Buyer's reasonable control, including but not limited to, force majeure; fires or accidents; strikes or other differences with workers; war (whether declared or undeclared), riots or embargoes; delays or failure of performance by Buyer's contractors; delays in shipment or receipt of materials from suppliers; or any legislative,

administrative or executive law by the federal or any state or local government or any subdivision, department, agency, officer or official thereof; any act or neglect of the Seller; adverse weather conditions, or other causes beyond the Buyer's control; or by delay authorized by or caused in whole or part by the Seller, then Buyer's time to obtain the certificate of occupancy shall be extended for such reasonable time not to exceed the number of days performance was delayed. This Section 28 shall survive the Closing hereunder and any conveyance of the Property from Seller to Buyer.

29. **TIME PERIODS.** The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. Central Time on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

30. **PLATTING & DEVELOPMENT AGREEMENT.** Buyer must be in the process of obtaining an approved final plat, development agreement, and building exterior visual renderings with the City of Ramsey for its intended project before Closing. The Development Agreement and Site Plan must comply with all local zoning ordinances and design standards, including The COR Design Standards. Seller shall provide Retroactive No-association determination for past actions letter and Environmental reports on file at the City.

SELLER: The City of Ramsey, a Minnesota municipal corporation

By: _____ Dated: _____, 2023
Mark E. Kuzma, Mayor

By: _____ Dated: _____, 2023
Brian Hagen, City Administrator

BUYER: Nolby BC LLC

By: _____ Dated: _____, 2023
Brenda Nolby, Chief Manager

Exhibit A

Legal Description

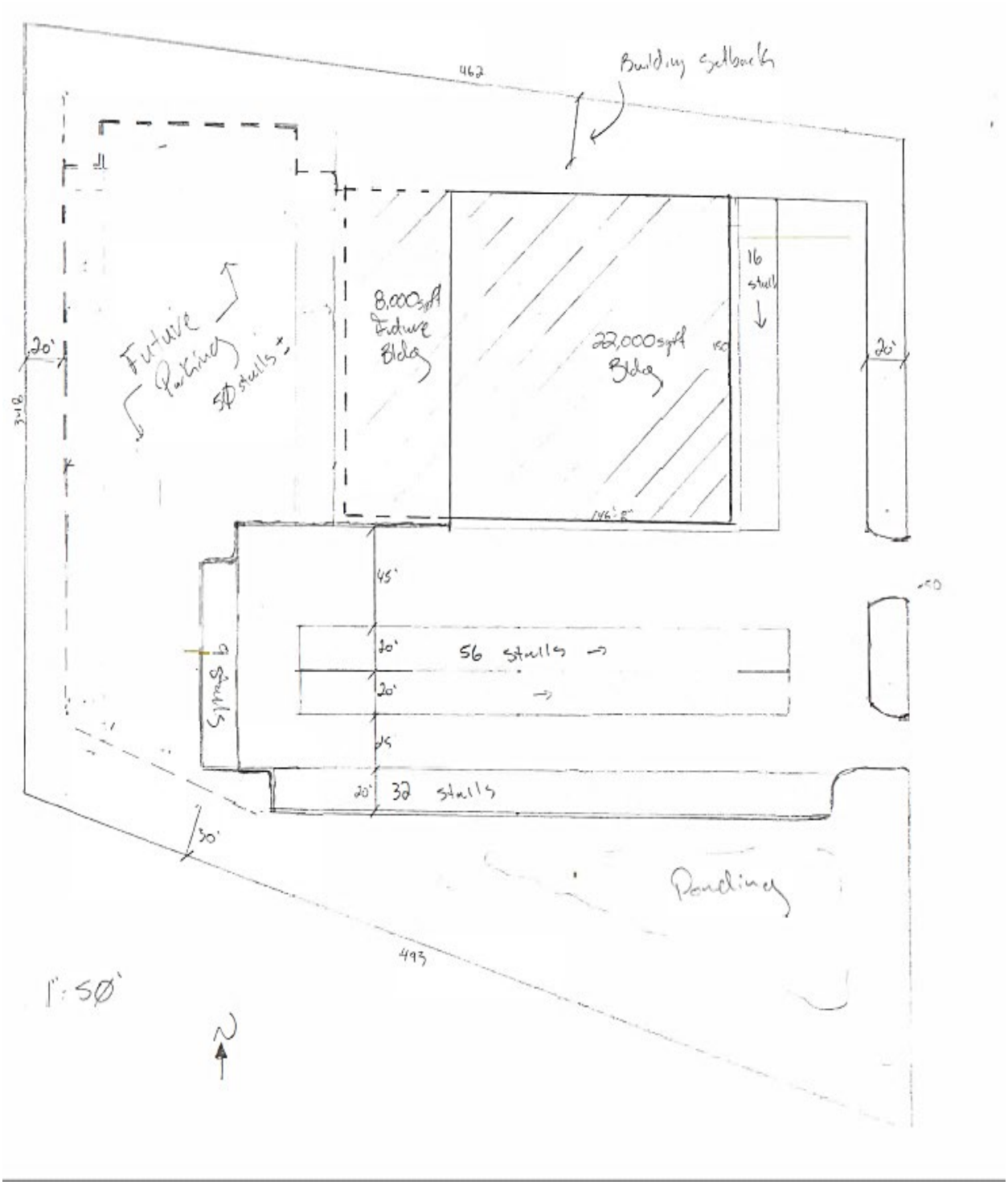
All that part of the West 31 rods of the Southwest Quarter of the Southwest Quarter of Section 27, Township 32, Range 25, Anoka County, Minnesota, described as follows: Commencing at a point on the West line thereof, distant 335.51 feet South from the Northwest corner thereof, as measured along said West line; thence South along said West line a distance of 335.51 feet, more or less, to its intersection with the Northerly right of way line of Northern Pacific Railway; thence Southeasterly along said Northerly right of way line to its intersection with the East line of said West 31 rods; thence North along said East line thereof a distance of 448.92 feet, more or less, to a point on said East line thereof distant 448.92 feet South from the Northeast corner of said West 31 rods as measured along said East line thereof; thence Northwesterly in a straight line to the point of beginning. Anoka County, Minnesota. Abstract Property;

To be platted as:

T.B.D. Anoka County, Minnesota

PID Number: 27-32-25-33-0006 ("Property")

Exhibit B


467
Building setback
Future Parking
50 stalls
8,000sqft Future Bldg
22,000sqft Bldg
16 stalls
20'
20'
318
45'
20'
56 stalls
20'
25'
20'
32 stalls
30'
493
Parking
1" = 50'
N

[Reserved for Recording Data]

RIGHT OF RE-ENTRY AGREEMENT

This Right of Re-entry Agreement is entered into on _____, 2023, by and between the **City of Ramsey**, a Minnesota municipal corporation ("Seller"), and **Nolby BC LLC**, a Minnesota Limited Liability Company ("Buyer").

Recitals

A. On _____, 2023, Seller conveyed title of the following Property to Buyer:

All that part of the West 31 rods of the Southwest Quarter of the Southwest Quarter of Section 27, Township 32, Range 25, Anoka County, Minnesota, described as follows: Commencing at a point on the West line thereof, distant 335.51 feet South from the Northwest corner thereof, as measured along said West line; thence South along said West line a distance of 335.51 feet, more or less, to its intersection with the Northerly right of way line of Northern Pacific Railway; thence Southeasterly along said Northerly right of way line to its intersection with the East line of said West 31 rods; thence North along said East line thereof a distance of 448.92 feet, more or less, to a point on said East line thereof distant 448.92 feet South from the Northeast corner of said West 31 rods as measured along said East line thereof; thence Northwesterly in a straight line to the point of beginning. Anoka County, Minnesota. Abstract Property;

To be platted as:

T.B.D. Anoka County, Minnesota

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

C. As indicated in the Purchase Agreement and between the City of Ramsey and **Nolby BC LLC**, with an Effective Date of **(Insert Date of PA)**, Section 28, it is the intent of the parties to create and set forth a right to impose a penalty or a right of re-entry in favor of Seller in the event Buyer fails to satisfy the Conditions.

Agreement

1. The recitals are incorporated herein as if fully set forth.

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

    a. Buyer must obtain a certificate of occupancy from the City of Ramsey, for the project described below by Insert Date 16 months from Closing date. Notwithstanding any other provision in this Agreement, documents or instruments to be delivered under this Agreement, or any other agreement between the parties to the contrary, in the event Buyer fails to obtain a certificate of occupancy from the City of Ramsey as provided for above by Insert Date 16 months from Closing date because of any delay caused in whole or in part by circumstances beyond Buyer's reasonable control, including but not limited to, force majeure; fires or accidents; strikes or other differences with workers; war (whether declared or undeclared), riots or embargoes; delays or failure of performance by Buyer's contractors; delays in shipment or receipt of materials from suppliers; or any legislative, administrative or executive law by the federal or any state or local government or any subdivision, department, agency, officer or official thereof; any act or neglect of the Seller; adverse weather conditions, or other causes beyond the Buyer's control; or by delay authorized by or caused in whole or part by the Seller, then Buyer's time to obtain the certificate of occupancy shall be extended for such reasonable time not to exceed the number of days performance was delayed.

        Project Description:

        i. **Nolby BC LLC** Site Plan, approved by the City of Ramsey on _____ by Resolution #_____.

        ii. Development Agreement for **Nolby BC LLC**, approved by the City of Ramsey on _____ by Resolution #_____.

3. Seller may impose a penalty of $50,000.00 against the Property if the certificate of occupancy is not obtained, for the construction of a minimum INSERT APPROVED SF from Site Plan square foot retail building, pursuant to the deadline set forth above. The penalty is due upon written notice to Buyer from Seller of the failure to satisfy a contingency. In the event the penalty is not paid within 30 days of receipt of the notice, Seller may, but is not required to, certify the penalty to Anoka County as an assessment

against the Property. Buyer waives any and all rights under Minnesota Statutes, chapter 429, and any other applicable law, including any right to notice of hearing and hearing, the right to object, and the right to appeal the assessment. Buyer further waives any requirements of the City Charter that may apply to said assessment.

4. As an alternative to imposition of a financial penalty and not in addition thereto, Seller may re-enter and take physical possession of the Property. Title to the Property shall be restored in Seller, and Buyer shall execute whatever documents and undertake whatever steps are necessary to establish and confirm Seller's fee simple interest in the Property free of any claims or encumbrances, including mechanic's liens.

5. This document constitutes the entire Right of Re-entry Agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

CITY OF RAMSEY

By: _____
Mark E. Kuzma, Mayor

By: _____
Brian Hagen, City Administrator

This instrument was acknowledged before me on _____, 2023, by Mark E. Kuzma and Brian Hagen as Mayor and City Administrator, respectively, of the City of Ramsey, Minnesota.

_____
Notary Public

Nolby BC, LLC

By: _____
Brenda Nolby, Chief Manager

This instrument was acknowledged before me on _____, 2023, by Brenda Nolby, Chief Manager of **Nolby BC LLC**, a Minnesota Limited Liability Company under the laws of Minnesota, on behalf of the Minnesota limited liability company.

_____
Notary Public

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

TERM SHEET FOR CBN ENTERPRISES, LLC (Jam Hops) – 5/1/23

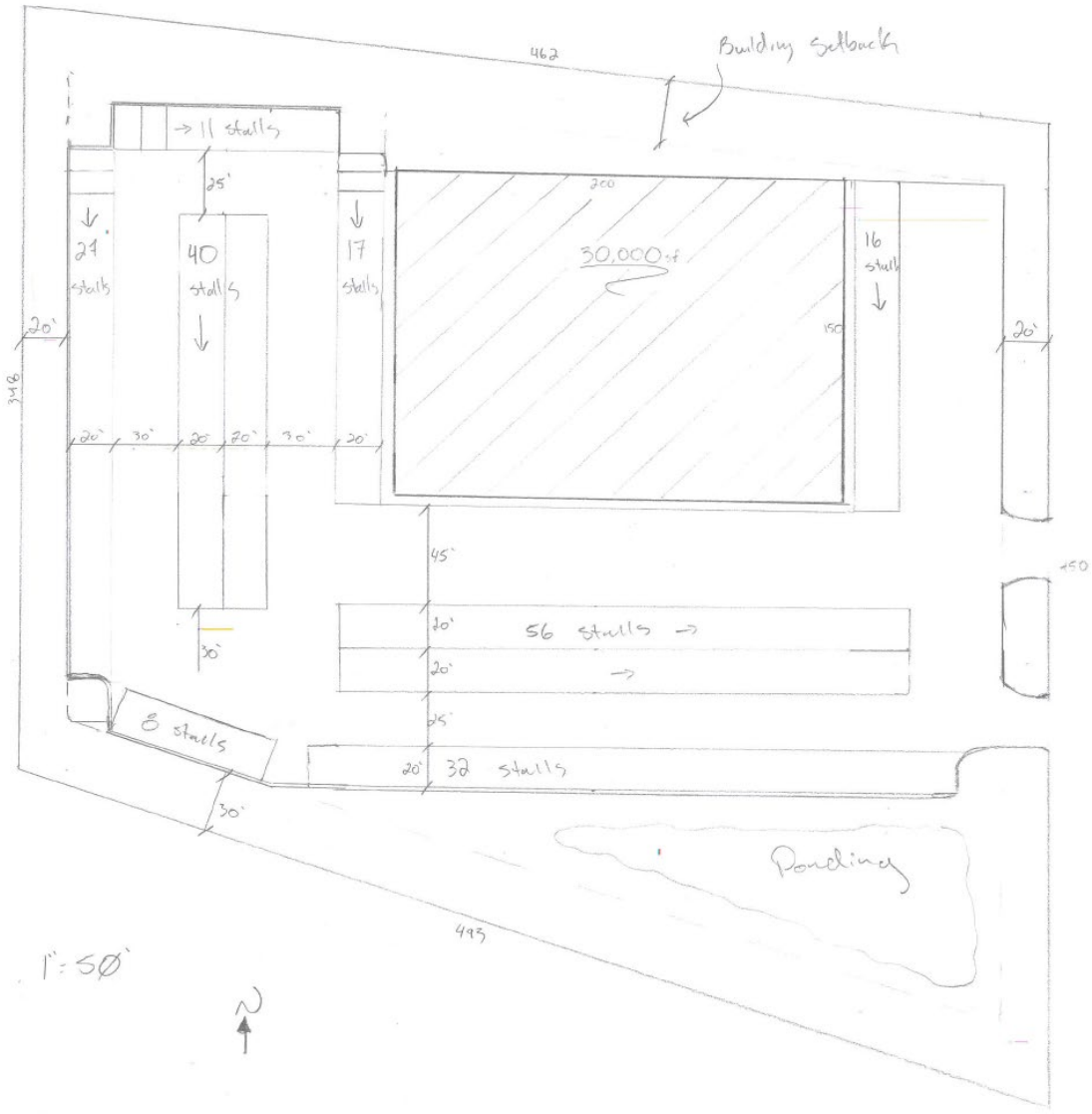
Real Estate **Tax ID Number: 27-32-25-33-0006**. Legally described as: All that part of the West 31 rods of the Southwest Quarter of the Southwest Quarter of Section 27, Township 32, Range 25, Anoka County, Minnesota, described as follows: Commencing at a point on the West line thereof, distant 335.51 feet South from the Northwest corner thereof, as measured along said West line; thence South along said West line a distance of 335.51 feet, more or less, to its intersection with the Northerly right of way line of Northern Pacific Railway; thence Southeasterly along said Northerly right of way line to its intersection with the East line of said West 31 rods; thence North along said East line thereof a distance of 448.92 feet, more or less, to a point on said East line thereof distant 448.92 feet South from the Northeast corner of said West 31 rods as measured along said East line thereof; thence Northwesterly in a straight line to the point of beginning. Anoka County, Minnesota. Abstract Property

Acreage	Approximately + / - 4.14 acres or (180,338 SF) Subject to Final Plat
Asking Price	$631,183 ($3.50 / SF) (SF Subject to change based on approved Plat)
Offer Price	$600,000 ($3.32 / SF) (SF Subject to change based on approved Plat)
Earnest Money	$10,000. Non-refundable upon **Notice to Proceed** being executed.
Inspection Period	180 days from the later of Effective Date (Date City Council approves) or a fully executed PA is delivered to buyer (city requires plat/ site plan approval before sale)
Closing	Within 30 days of Notice to Proceed.
Commission	This was a City generated lead for an unlisted city property. The City will Pay 3% of gross sales price to Buyer's Broker (Premier Commercial Properties) at Closing
Extensions to Close	Developer will deposit $10,000.00 in escrow for each 60-day extension (2 extensions allowed) Once extensions are made the money becomes non-refundable.
City take care of	Provide existing ALTA Survey and updated Title Work. City to bring City Sewer and Water to Site (potential cost share/connection charges to be determined in Development Agreement) and provide Retroactive No-association determination for past actions letter and Environmental reports on file at the City. The Developer will contract to plat the property as part of the site plan process.
Performance	City to require construction commercial/industrial building compliant with city Zoning requirements and obtain a Certificate of Occupancy 16 months after Closing. The Developer will enter into a Right of Re-Entry Agreement with initial minimum building square footage requirement of 22,000 square feet with a

	future expansion for a minimum of another 8,000 square feet. The City may exercise the Right of Re-Entry if performance requirement is not met.
Assignment	Requires city approval if not same owners / company.
Contingencies	Financing contingency (180 days)
Review	EDA (Sean): Land Transaction/ Purchase Agreement/ Right of Re-Entry Planning Commission (Staff To Be Determined): Land Use, Development Agreement, Site Plan, Plat City Council: Final Approval on both items

Exhibit A:

Proposed Site Plan



ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, May 11, 2023, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Scott Wiyninger Member Chelsee Howell Member Brittany Lindahl Member Chris Riley Member William MacLennan (arrived at 7:31 a.m.) Member Shanna Stewart
Members Absent:	Member Rachal Johnson
Also Present:	Sean Sullivan, Economic Development Manager

4.02: Consider Purchase Agreement and Right of Re-Entry Agreement for B & A Cylinder Site (37a); Case of CBN Enterprises LLC (Jam Hops) (Portions may be closed to the public)

Economic Development Manager Sullivan presented the staff report.

Member Stewart asked if it has been verified that the Hwy 10 / Ramsey Interchange road improvements will not utilize any portion of this site.

Economic Development Manager Sullivan confirmed that this site will not be used for the Highway 10 / Ramsey Interchange project.

Chairperson Wiyninger invited the applicant to provide input.

Brenda Nolby, applicant, stated that they have been in business since 1997 starting as a gymnastics business, expanding by adding a dance program, preschool, theater, ninja, birthday parties and day camps. She stated that they attempt to help the children and families in the community. She stated that this will be their third building location. She recognized that this is a large parcel, but they have outgrown every single parcel they have been in. She anticipated that this location would expand as well. She stated that they have a location on the border of Anoka/Ramsey and are out of space with a waiting list. She stated that they are renting that space and it is being sold with a deadline to move by next May, which led to this moving forward.

Member MacLennan asked the size of the current rental in Anoka/Ramsey.

DRAFT

Ms. Nolby replied that building is 16,000 square feet and currently has gymnastics and theater programing. She stated that they will be adding a ninja program and potentially a swim school in the future.

Member Riley commented that this facility would be a much better location noting that he has spent a lot of time in previous years at the existing Anoka/Ramsey location.

Motion by Member Stewart, seconded by Member Lindahl, to recommend to City Council to approve the Purchase Agreement and Right of Re-Entry Agreement for B & A Cylinder site (37a), subject to City Attorney review.

Motion carried. Voting Yes: Chairperson Wiyninger, Members Stewart, Lindahl, Howell, MacLennan, and Riley. Voting No: None. Absent: Member Johnson.

6. ADJOURNMENT

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

Motion carried. Voting Yes: Chairperson Wiyninger, Members MacLennan, Stewart, Howell, Lindahl, and Riley. Voting No: None. Absent: Member Johnson.

The regular meeting of the Economic Development Authority adjourned at 8:16 a.m.

Respectfully submitted,

_____
Sean Sullivan
Economic Development Manager

ATTEST:

_____
Wendy Schlueter
Economic Development Administrative Assistant

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

DRAFT

CC Regular Session **5. 12.**

Meeting Date: 05/23/2023

By: Colleen Lasher, Administrative Services

Information

Title

Adopt Resolution 23-110 to Appoint an Environmental Policy Board Member

Purpose/Background:

The purpose of this case is to appoint an Environmental Policy Board member to fill a current vacancy.

As the City Council will recall, Staff recently conducted the annual boards and commissions process for terms beginning April 1, 2023. A portion of the process included the City Council interviewing new candidates for open seats. The City Council interviewed several candidates and the open seats were filled. Three candidates were not selected due to a limited number of open seats at the time.

As a result of the new vacancy and the City's ability to draw upon the current recruitment file, staff reached out to all three remaining candidates. All three stated they would be interested in appointment to the Environmental Policy Board. The City Council met in work session on May 9, 2023 and agreed by consensus to appoint Mr. Michael Heifner to the vacant partial term, effective through March 31, 2024.

Funding Source:

Funding for the City's boards and commissions is included in the General Fund Budget; therefore, there are no additional budgetary implications associated with making the recommended appointment.

Recommendation:

To appoint Mr. Michael Heifner to a partial term on the Environmental Policy Board ending March 31, 2024.

Action:

Motion to Adopt Resolution #23-110 appointing Mr. Michael Heifner to a partial term on the Environmental Policy Board ending March 31, 2024.

Attachments

Resolution 23-110

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	05/18/2023 08:25 AM
Form Started By: Colleen Lasher		Started On: 05/12/2023 10:19 AM
Final Approval Date: 05/18/2023		

Councilmember ……. introduced the following resolution and moved for its adoption:

RESOLUTION #23-110

RESOLUTION TO APPOINT AN ENVIROMENTAL POLICY BOARD MEMBER

WHEREAS, there is a current vacancy on the Environmental Policy Board; and

WHEREAS, the City Council reviewed the application materials from the three remaining candidates not previously appointed to a Board or Commission; and

WHEREAS, the City Council recommends appointing Mr. Michael Heifner to fill the vacancy.

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

Motion to Adopt Resolution #23-110 to do the following:

1) Appoint Mr. Michael Heifner to a partial term on the Environmental Policy Board, ending March 31, 2024.

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 23rd day of May, 2023.

CC Regular Session **5. 13.**

Meeting Date: 05/23/2023

By: Diana Lund, Finance

Information

Title

Adopt Resolution #23-112 Resolution Establishing Procedures Related to Compliance with Reimbursement Bond Regulations under the Internal Revenue Code (Bonding for Hy-10 Improvements & COR Infrastructure Improvements)

Purpose/Background:

Purpose: The City will be issuing TIF debt this year in regards to the improvements for HY-10 (project has been awarded) and for COR infrastructure improvements (CC approval on 5-9-23 for COR Infrastructure Design Services and authorizing advertisement for bids for COR Tree Clearing). A reimbursement resolution allows the city to pay itself back for any funds expended prior to receiving bond funds.

As the city has and will be expending funds prior to receiving the bond funds (proposed funding mechanisms), the city is only allowed to "reimburse" itself if it has a bond reimbursement resolution in place. The resolution calls for up to $10M to be eligible for reimbursement, but it is the intention of the city to fund approximately $7M by debt.

Notification:

The resolution that is attached was drafted by the City's bond counsel of TAFT Law. The reimbursement resolution incorporates all of the reimbursement requirements as mandated by the IRS.

Observations/Alternatives:

The adoption of this resolution does NOT obligate the City to pay for all costs (soft and hard costs) with the bond funds. This resolution simply ALLOWS the City to reimburse itself if it so chooses.

Funding Source:

Funding for the HY 10 and Cor Infrastructure improvement projects are proposed to be funded via the issuance of Tax Increment Financing (TIF) debt.

Recommendation:

Recommendation is to adopt the Reimbursement Resolution #23-112.

Action:

Adopt Resolution #23-112 Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code (Allows the City to pay itself back for expenditures made prior to receiving bond funds).

Attachments

Reso #23-112 Reim Reso for HY 10/Cor Improvements

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Diana Lund	05/16/2023 07:51 AM

Diana Lund (Originator)	Diana Lund	05/16/2023 07:53 AM
Brian Hagen	Brian Hagen	05/18/2023 08:30 AM
Form Started By: Diana Lund		Started On: 05/15/2023 01:16 PM
Final Approval Date: 05/18/2023		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #23-112

RESOLUTION ESTABLISHING PROCEDURES RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

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

1. Recitals.

(a) The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.

(b) The Regulations generally require that the City (as the issuer of or the primary obligor under the bonds) make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than sixty days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within eighteen months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than three years after actual payment).

(c) The City heretofore implemented procedures for compliance with the predecessor versions of the Regulations and desires to amend and supplement those procedures to ensure compliance with the Regulations.

(d) The City's bond counsel has advised the City that the Regulations do not apply, and hence the provisions of this Resolution are intended to have no application, to payments of City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The City Council hereby authorizes the Administrator to make the Authority's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

(a) Each Declaration shall be made not later than sixty days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.

(b) Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

(c) Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City doesn't reasonably expect that reimbursement bonds will be issued to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances.

(d) The Council shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the Authority has made Declarations.

3. Reimbursement Allocations. If the City is acting as the issuer of the reimbursement bonds, the designated City officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally written allocations that evidence the City's use of the applicable bond proceeds to reimburse the original expenditures.

4. Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of May, 2023.

_____

Mayor

ATTEST:

_____

City Clerk

CERTIFICATION

The undersigned, being the duly qualified and acting Administrator of the City of Ramsey, Minnesota, hereby certifies the following:

The foregoing is true and correct copy of a Resolution on file and of official, publicly available record in the offices of the City, which Resolution relates to procedures of the Authority for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of City (the "Council") at a regular meeting of the Council held on May 23, 2023. The Council meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Council are regularly held. Councilmember moved for the adoption of the Resolution, which motion was seconded by Councilmember . A vote being taken on the motion, the following members of the Council voted in favor of the motion to adopt the Resolution:

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. The Resolution is in full force and effect and no action has been taken by the Council which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the Administrator of the City of Ramsey, Minnesota, on _____.

_____
Administrator
City of Ramsey, Minnesota

EXHIBIT A

Declaration of Official Intent

The undersigned, being the duly appointed and acting Administrator of the City of Ramsey, Minnesota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies on behalf of the City as follows:

1. The undersigned has been and is on the date hereof duly authorized by the City Council of the City to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City.

2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed:

Costs incurred with the costs associated with the construction of Hy-10 Ramsey Improvements and the COR Infrastructure Improvements.

3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued after the date of payment of such costs. As of the date hereof, the City reasonably expects that $10,000,000 is the maximum principal amount of the Bonds which will be issued to finance the Project.

4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

5. As of the date hereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Date: _____

_____

Administrator
City of Ramsey, Minnesota

CC Regular Session **5. 14.**

Meeting Date: 05/23/2023

By: Diana Lund, Finance

Information

Title

Adopt Resolution #23-113 Resolution Establishing Procedures Related to Compliance with Reimbursement Bond Regulations under the Internal Revenue Code (Bonding for Water Treatment Plant & Trunk Watermain Improvements)

Purpose/Background:

Purpose: The City will be issuing a Water Revenue bond (late this year or early spring 2024) in regards to the Water Treatment Facility and related trunk watermain improvements. Council approved the construction of the water treatment plant (WTP) at its regular meeting of March 28, 2023 and the WTP trunk watermain improvements are proposed to be bid this summer/fall.

A reimbursement resolution allows the city to pay itself back for any funds expended prior to receiving bond funds.

As the city has and will be expending funds prior to receiving the bond funds (one of the proposed funding mechanisms), the city is only allowed to "reimburse" itself if it has a bond reimbursement resolution in place. The resolution calls for up to $20 to be eligible for reimbursement, but it is the intention of the city to fund approximately $10M by debt.

Notification:

The resolution that is attached was drafted by the City's bond counsel of TAFT Law. The reimbursement resolution incorporates all of the reimbursement requirements as mandated by the IRS.

Observations/Alternatives:

The adoption of this resolution does NOT obligate the City to pay for all costs (soft and hard costs) with the bond funds. This resolution simply ALLOWS the City to reimburse itself if it so chooses.

Funding Source:

Funding for the Water Treatment Plant (WTP) and its trunk watermain utility improvements are proposed to be funded from the water and sewer utility funds (33.5M) and $9M from the issuance of a revenue bond (TBD based on WTP trunk watermain improvements low bid).

Recommendation:

Recommendation is to adopt the Reimbursement Resolution #23-113.

Action:

Adopt Resolution #23-113 Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code (Allows the City to pay itself back for expenditures made prior to receiving bond funds).

Attachments

Reso #23-113 Reim Reso for WTP & Watermain Improvements

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Diana Lund	05/16/2023 08:20 AM
Diana Lund (Originator)	Diana Lund	05/16/2023 08:23 AM
Brian Hagen	Brian Hagen	05/18/2023 08:25 AM

Form Started By: Diana Lund Started On: 05/05/2023 08:29 AM
Final Approval Date: 05/18/2023

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #23-113

RESOLUTION ESTABLISHING PROCEDURES RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

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

1. Recitals.

(a) The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.

(b) The Regulations generally require that the City (as the issuer of or the primary obligor under the bonds) make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than sixty days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within eighteen months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than three years after actual payment).

(c) The City heretofore implemented procedures for compliance with the predecessor versions of the Regulations and desires to amend and supplement those procedures to ensure compliance with the Regulations.

(d) The City's bond counsel has advised the City that the Regulations do not apply, and hence the provisions of this Resolution are intended to have no application, to payments of City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The City Council hereby authorizes the Administrator to make the Authority's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

(a) Each Declaration shall be made not later than sixty days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.

(b) Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

(c) Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City doesn't reasonably expect that reimbursement bonds will be issued to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances.

(d) The Council shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the Authority has made Declarations.

3. Reimbursement Allocations. If the City is acting as the issuer of the reimbursement bonds, the designated City officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally written allocations that evidence the City's use of the applicable bond proceeds to reimburse the original expenditures.

4. Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of May, 2023.

_____

Mayor

ATTEST:

_____

City Clerk

CERTIFICATION

The undersigned, being the duly qualified and acting Administrator of the City of Ramsey, Minnesota, hereby certifies the following:

The foregoing is true and correct copy of a Resolution on file and of official, publicly available record in the offices of the City, which Resolution relates to procedures of the Authority for compliance with certain IRS Regulations on reimbursement bonds. Said Resolution was duly adopted by the governing body of City (the "Council") at a regular meeting of the Council held on May 23, 2023. The Council meeting was duly called, regularly held, open to the public, and held at the place at which meetings of the Council are regularly held. Councilmember moved for the adoption of the Resolution, which motion was seconded by Councilmember . A vote being taken on the motion, the following members of the Council voted in favor of the motion to adopt the Resolution:

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. The Resolution is in full force and effect and no action has been taken by the Council which would in any way alter or amend the Resolution.

WITNESS MY HAND officially as the Administrator of the City of Ramsey, Minnesota, on _____.

_____
Administrator
City of Ramsey, Minnesota

EXHIBIT A

Declaration of Official Intent

The undersigned, being the duly appointed and acting Administrator of the City of Ramsey, Minnesota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies on behalf of the City as follows:

1. The undersigned has been and is on the date hereof duly authorized by the City Council of the City to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City.

2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed:

Costs incurred with the costs associated with the construction of the Water Treatment Plant (WTP) and the related Trunk Watermain Improvements.

3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued after the date of payment of such costs. As of the date hereof, the City reasonably expects that $20,000,000 is the maximum principal amount of the Bonds which will be issued to finance the Project.

4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

5. As of the date hereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Date: _____

_____

Administrator
City of Ramsey, Minnesota

CC Regular Session **5. 15.**

Meeting Date: 05/23/2023

Submitted For: Joe Feriancek, Engineering/Public Works

By: Joe Feriancek, Engineering/Public Works

Information

Title

Adopt Resolution #23-118 Approving Change Order #1 for Improvement Project #23-07, 2023 Neighborhood Pavement Overlay Improvements

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #23-118 approving Change Order #1 for Improvement Project #23-07, 2023 Neighborhood Pavement Overlay Improvements.

Background:

The bituminous pavement on the segment of Alpine Drive between State Highway 47 and Roanoke Street is rapidly deteriorating, resulting in unsafe driving conditions for the public. Improvement Project #23-07 originally included overlaying the pavement on the segments of Xkimo and Yakima Streets north of Alpine Drive. On April 25, 2023, the City Council approved adding a 2-inch mill and overlay improvement to various areas of Alpine Drive between Yakima Street and Roanoke Street. Since then, Staff have had more time to evaluate the condition of the segment of Alpine Drive between Yakima Street and Roanoke Street, and have held conversations with the contractor that was awarded the construction contract for Improvement Project #23-07. As a result of these conversations, Staff requests approval to amend the plans to complete a 1 ½-inch mill and overlay of all of the drive lanes on Alpine Drive between the west side of its intersection with Yakima Street to the east side of its intersection with Roanoke Street, in lieu of completing 2-inch spot mill and overlay improvements. This will better hold the entire segment of Alpine Drive together until it can be reconstruction in 2030 per the current 10year Capital Improvement Program, and will prevent Public Works Staff from needing to patch potholes on this segment of Alpine Drive every year until then.

A revised plan sheet and engineer's estimate for the change order is attached to this case.

Notification:

No notification is required with this case.

Observations/Alternatives:

Motion to adopt Resolution #23-118 approving Change Order #1 for Improvement Project #23-07, 2023 Neighborhood Pavement Overlay Improvements.

Funding Source:

Funding for the Alpine Drive mill and overlay, including Change Order #1, is proposed to come from budgeted 2023 Temporary Pavement Repair Funds. Change Order #1 increases the Alpine Drive mill and overlay estimated project costs by $20,307.05 per bid unit prices. An engineers estimate for Change Order #1 is attached to this case.

Recommendation:

On May 16, 2023, the Public Works Committee unanimously passed a motion to recommend City Council approval for Change Order #1 for Improvement Project #23-07, 2023 Neighborhood Pavement Overlay Improvements. During the Public Works Committee case, Staff mistakenly called out funding for Change Order #1 as Pavement Management Funds, but per City Council Case #14160 the funding source is 2023 Temporary Pavement Repair Funds. Case #14160 is attached for reference.

Staff recommends adopting Resolution #23-118 approving Change Order #1 for Improvement Project #23-07, 2023 Neighborhood Pavement Overlay Improvements.

Action:

Adopt Resolution #23-118 approving Change Order #1 for Improvement Project #23-07, 2023 Neighborhood Pavement Overlay Improvements.

Attachments

Res 23-118

IP 23-07 Revised Plan Sheet 29

IP 23-07 CO #1 Estimate

CC Case #14160

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	05/18/2023 12:11 PM
Brian Hagen	Brian Hagen	05/18/2023 12:13 PM
Form Started By: Joe Feriancek		Started On: 05/15/2023 07:52 AM
Final Approval Date: 05/18/2023		

Councilmember _____introduced the following resolution and moved for its adoption:

RESOLUTION #23-118

RESOLUTION APPROVING CHANGE ORDER #1 FOR IMPROVEMENT PROJECT #23-07, 2023 NEIGHBORHOOD PAVEMENT OVERLAY IMPROVEMENTS

WHEREAS, the City of Ramsey proposes to overlay the pavement on numerous street segments in 2023 as identified within the 2023 – 2032 Capital Improvement Program; and

WHEREAS, funding for this improvement is proposed to come from the Pavement Management Funds, Storm Water Fund and budgeted 2023 Temporary Pavement Repairs Funds; and

WHEREAS, pursuant to Ramsey City Council Resolution #22-250, adopted November 7th, 2022, the City Council accepted and awarded the proposal to Bolton & Menk, Inc., for topographic survey of the project area; and

WHEREAS, pursuant to Ramsey City Council Resolution #22-288 adopted December 13, 2022, the City Council ordered the City Engineer to prepare plans and specifications for improvement project 23-07, 2023 Neighborhood Pavement overlays Improvements; and

WHEREAS, pursuant to Ramsey City Council Resolution #23-064, adopted March 28, 2023 the City Council approved 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 #23-084, adopted April 25, 2023 the City Council awarded a proposal to North Valley, Inc. for construction of the improvement in accordance with the approved plans and specifications, for same improvement; and

WHEREAS, approval to amend the plans to complete a 1 1/2-inch mill and overlay of Alpine Drive within the drive lanes between the west side of its intersection with Yakima Street and of the east side of its intersection with Roanoke Street, with Change Order #1 for Improvement Project #23-07, 2023 Neighborhood Pavement Overlay Improvements.

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

1) The Ramsey City Council hereby approves the amendment to the plans and specifications prepared by the City Engineer per Change Order #1 for Improvement Project #23-07, 2023 Neighborhood Pavement Overlay Improvements.

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

and the following voted against the same:

and the following abstained:

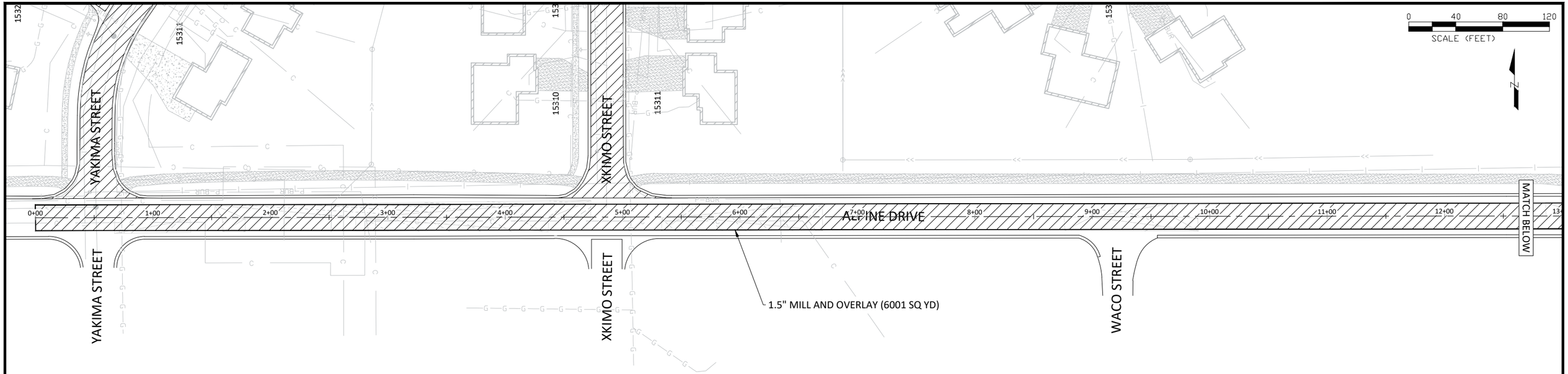
and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of May, 2023.

_____
Mayor

ATTEST:

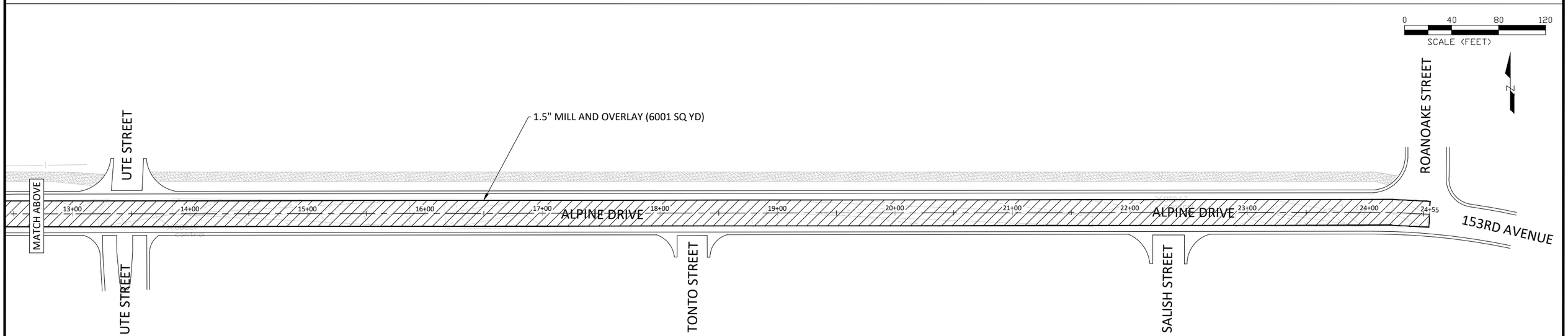
_____
City Clerk



LEGEND

- ADJUST FRAME AND RING CASTING
- GROUT CATCH BASIN
- SODDING TYPE LAWN
- MILL & OVERLAY BITUMINOUS PAVEMENT (1.5")
- FULL-DEPTH BITUMINOUS PAVEMENT PATCH
- REMOVE & REPLACE VALLEY GUTTER
- REMOVE CONCRETE WALK
- REMOVE BITUMINOUS TRAIL
- REMOVE & REPLACE CONCRETE DRIVEWAY
- REMOVE & REPLACE CONCRETE CURB & GUTTER
- SAWCUT FULL DEPTH
- BURIED POWER
- BURIED COMMUNICATIONS
- BURIED FIBRE OPTIC
- BURIED GAS
- LIGHT POLE

NOTE:
1. 1.5" BITUMINOUS PAVEMENT MILL AND 1.5" OVERLAY, 11' WIDE SEGMENTS ON ALPINE DR.
2. CONCRETE CURB AND GUTTER REMOVALS ARE SHOWN IN AN APPROXIMATE WAY ONLY. REMOVALS SHALL BE MINIMUM FULL PANEL LENGTH.
3. REMOVALS WILL BE MARKED IN THE FIELD BY CITY STAFF. ALL REMOVALS MUST BE SAWCUT.
4. PROTECT LANDSCAPING AND IRRIGATION.
5. RESTORATION SHALL INCLUDE 4" TOPSOIL AND SODDING TYPE LAWN.



DATE	REVISION
04/14/23	ADDED 2" MILL AND OVERLAY TO ALPINE DRIVE
05/17/23	CHANGED TO 1.5" MILL AND OVERLAY FOR ENTIRE ALPINE DR

May 17, 2023 - 10:38am
E:\Engineering\AutoCad Dwgs\Projects N-Z\Overlays\23-07 2023 Neighborhood Overlay Improvements\Plan Drawings\23-07 Mill and Overlay - Alpine Meadows.dwg

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Engineer Name
Date 05/17/23 Lic. No. 57095

DESIGNED BY:	LWC	
DRAWN BY:	LWC	DATE: 05/17/23
CHECKED BY:	JJF	FILE: 23-07

CITY OF RAMSEY
7550 SUNWOOD DRIVE
RAMSEY, MN 55303
(763) 427-1410 FAX (763) 433-9898

23-07 MILL AND OVERLAY ALPINE DRIVE

NEIGHBORHOOD OVERLAY IMPROVEMENTS
NO. (23-07)
CITY OF RAMSEY, MINNESOTA

SHEET 29 OF 29 SHEETS

CHANGE ORDER No.1 - Revise Alpine Drive Mill & Overlay

ITEM No.	MNDOT No.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	COST EXTENSION
		Pay Items to be removed				
11A	2232.504	MILL BITUMINOUS SURFACE (2.0") - ALPINE DRIVE	SY	3,076	$ 1.04	$ 3,199.04
13A	2357.506	BITUMINOUS MATERIAL FOR TACK COAT - ALPINE DRIVE	GAL	215	$ 2.84	$ 610.60
15A	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) 2.0" - ALPINE DRIVE	TON	348	$ 84.94	$ 29,559.12
					Existing Construction Costs	*$ 33,368.76*
		Pay Items to be added				
30A	2232.504	MILL BITUMINOUS SURFACE (1.5") - ALPINE DRIVE	SY	5,876	$ 1.04	$ 6,111.04
13A	2357.506	BITUMINOUS MATERIAL FOR TACK COAT - ALPINE DRIVE	GAL	411	$ 2.84	$ 1,167.24
14A	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) 1.5" - ALPINE DRIVE	TON	498	$ 88.16	$ 43,903.68
					Proposed Construction Costs	$ 51,181.96
						$ -
					Change in Construction Costs	**$ 17,813.20**
					Change in Project Costs (Including 14% Indirect Costs)	**$ 20,307.05**

CC Regular Session **7. 4.**

Meeting Date: 04/25/2023

Submitted For: Joe Feriancek, Engineering/Public Works

By: Joe Feriancek, Engineering/Public Works

Information

Title:

Adopt Resolution #23-084 Accepting Bids and Awarding Contract for 2023 Neighborhood Pavement Overlay Improvements, Improvement Project #23-07

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #23-084 accepting bids and awarding contract for 2023 Neighborhood Pavement Overlay Improvements, Improvement Project #23-07.

Background:

City Improvement Project #23-07 proposes to overlay the streets within the Alpine Meadows, Highlands at River Park, Highlands at River Park 2nd, Highlands at River Park 3rd, and Highlands at River Park 4th subdivisions. The streets total approximately 9,658 lineal feet (1.83 miles) in length, and are 32-feet wide urban sections. A street segment summary is attached to this case for reference.

Project History

- 2023 – 2032 Capital Improvement Program – listed as street overlay for 2023
- Resolution #22-250, adopted November 7, 2022; City Council awarded a proposal to Bolton & Menk, Inc. for topographic survey of the project area.
- November 15, 2022; Public Works Committee gave recommendation for City Council authorization to prepare plans and specifications for the improvement project.
- Resolution #22-288; City Council ordered the City Engineer to prepare plans and specifications for the improvement project.

Pavement History

The streets within the subdivisions were built between 2002 and 2004. Pavement maintenance has included 2 crack seal / seal coat improvements, Alpine Meadows received an additional crack seal improvement. 2021 PASER values were between 6 and 8 for the street segments. Ground Penetrating Radar (GPR) was performed on some of the street segments within the project area, and are summarized in the street segment summary.

Proposed Improvements

Based on Staff review of the existing pavement sections, and condition of the existing pavements, a mill and overlay of the existing pavement is appropriate. The proposed mill and overlay will very between 1 and 2 inches thick dependent upon the existing pavement thicknesses.

Staff review found the existing pedestrian ramps within the project area did not meet current ADA requirements, therefore all pedestrian ramps within the project area will need to be removed and replaced. The concrete curb and gutter in the project area were found to generally be in good condition, and only spot repairs are proposed.

Minor repairs to the existing storm sewer structures are proposed with this project, the majority of which are grouting the existing adjustment rings and pipe inverts. Some storm sewers catch basins will require resetting due to settling.

Alpine Drive Maintenance Repairs

During Staff review of City streets as part of the 2023 Temporary Pavement Repairs Plan, it was noted the segment of Alpine Drive between Trunk Highway 47 and Roanoke Street has several stretches with severe potholes, across the width of the drive aisles. The current CIP has this stretch of Alpine Drive slated for street reconstruction in 2030; however, Staff's opinion is that maintaining the street with only pot hole patching until 2030 is not realistic. Therefore, this project includes a 2-inch mill and overlay of the several pot hole areas, within the drive aisles, of Alpine Drive between Trunk Highway 47 and Roanoke Street. By overlaying the drive aisles, Staff feels they temporarily increase the drivability of Alpine Drive, and maintain the street until it's proposed street reconstruction in 2030. Because the Highlands at River Park subdivision is adjacent to this segment of Alpine Drive, mobilization costs will not be increased with this addition. The estimated project costs for the Alpine Drive improvements, including 14-percent indirect costs is $45,521.12. These are proposed to be paid through the budgeted funds for the temporary pavement repairs plan.

Build Process

- Install traffic control measures
  - These are maintained throughout the project
- Project removals (spot curb and gutter, pedestrian ramps)
- Place new concrete curb and gutter and pedestrian ramps (5 to 7-day cure time)
- Mill existing pavement
- Finish structure adjustments, storm sewer catch basin repairs
- Restore the boulevard in any impacted areas
  - 4 inches topsoil, turf
- Place new bituminous pavement
  - Remove traffic control measures as allowed

Preliminary Schedule

- Staff Receives Bids
  - April 21, 2023
- Council Awards Contract to the lowest responsible bidder
  - April 25, 2023
- Contractor begins construction
  - May 2023
- Contractor Substantially Completes construction
  - June 30, 2023
- Contractor Final Completion (project clean up, punch list created)
  - July 28, 2023

The proposed improvements are designated as City Improvement #23-07, 2023 Neighborhood Pavement Overlay Improvements.

Notification:

If Council accepts the bids and awards a contract for construction of the improvements, letters will be mailed to property owners with updates on the project status. Engineering Staff maintains City Improvement webpages with the most current project information, this can be found on the City website, Engineering department page.

Time Frame/Observations/Alternatives:

Alternative #1 – Motion to adopt Resolution #23-084 accepting bids and awarding contract for 2023 Neighborhood Pavement Overlay Improvements, Improvement Project #23-07.

Alternative #2 – Motion of other.

Funding Source:

Funding for this improvement is proposed to come from Pavement Management Funds, 2023 Temporary Pavement Repairs Funds and Stormwater Utility Funds.

Bids were advertised in the Anoka Union Herald and in Finance and Commerce on March 31 and April 7, 2023. On April 21, 2023, a total of four (4) bids were received, opened, and tabulated, and the following bids were found to comply with the advertisement for bids.

Contractor	**Total Bid**
North Valley, Inc.	$536,886.89
Asphalt Surface Technologies Corp.	$598,075.79
Park Construction Company	$617,800.35
Omann Brothers Paving Inc.	$681,971.27
Engineer's Estimate	*$657,915.40*

The bid of North Valley, Inc. of Nowthen, Minnesota, in the amount of $536,886.89 for the total bid construction of said improvements in accordance with the approved plans and specifications and advertisement for bids, is the lowest responsible bidder. Adding indirect costs in the amount of 14-percent brings the total project costs to $612,051.05.

The low bid is 18-percent less than the engineer's estimate, primarily due to lower than anticipated bituminous costs.

Funding Source Breakdown:

Funding Source	**Construction Costs**	**Indirect Costs**	**Total Costs**
Pavement Management Funds	$497,135.10	$69,598.91	$566,734.01
Stormwater Utility Funds	$6,383.03	$893.62	$7,276.65
2023 Temp. Pavement Repairs Funds (Budgeted)	$33,368.76	$4,671.63	$38,040.39
Project Total	***$536,886.89***	***$75,164.16***	***$612,051.05***

Bolton & Menk submitted a proposal for construction staking of the proposed improvements, including the ADA compliant pedestrian ramps, for a total not-to-exceed amount of $2,666.00. The construction staking is included in the indirect project costs, and proposed to be paid with Pavement Management funds.

City Staff proposes to administer and inspect construction. Plans and specifications were prepared in-house as part of Staff's normal duties.

Recommendation:

Staff recommends adopting Resolution #23-084 accepting bids and awarding contract for 2023 Neighborhood Pavement Overlay Improvements, Improvement Project #23-07.

Outcome/Action:

Motion to adopt Resolution #23-084 accepting bids and awarding contract for 2023 Neighborhood Pavement Overlay Improvements, Improvement Project #23-07.

Attachments

23-07 Street Summary

23-07 Title Sheet

23-07 Alpine Drive Plan Sheet
Res 23-084
23-07Staking Proposal

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	04/20/2023 04:13 PM
Brian Hagen	Brian Hagen	04/20/2023 04:17 PM
Form Started By: Joe Feriancek		Started On: 04/17/2023 02:02 PM
Final Approval Date: 04/21/2023		

CC Regular Session **7. 1.**

Meeting Date: 05/23/2023

By: Diana Lund, Finance

Information

Title:

Introduce Ordinance #23-13 Amending Ordinance #22-28: 2023 Schedule of Rates, Fees and Charges

Purpose/Background:

Ordinance #22-28 adopting the 2023 Schedule of Rates, Fees and Charges was officially adopted on November 22, 2022, after a public hearing was held. Any revised rates went into effect January 2, 2023.

At the time of adoption, the water treatment plant (WTP) project had not been awarded and sewer and water utility rates were held constant with 2022 rates until more finalized construction numbers were received. The WTP was officially awarded on March 28, 2023 and the respective trunk watermain improvements are proposed to be bid in late summer/fall of this year. The total of the projects is estimated at $42.5M with the funding to come from current water and sewer utility funds and the issuance of a revenue bond whose debt service will be paid by the utility users via utility bill collections.

Sewer charges have also greatly increased in the city for 2023. Met Council increased its monthly fee it charges the city by 15% (from $82,458 to $94,908/month) and it is proposed to increase another 11% in 2024.

With the respective funding needs for Water and Sewer, staff is proposing a 10% increase for each utility. This would bring the minimum usage water fee from $43.20 per quarter to $47.52 per quarter and the fixed residential sewer charge from $75.89 per quarter to $83.48 per quarter.

A 2022 Survey of neighboring communities and their respective rates for water and sewer is attached to show where the city of Ramsey's proposed utility increases compare. This does not take into account any 2023 increases that the other cities in the survey may have implemented.

Lastly, with the implementation of police body cameras in the spring of 2023, the police department would like to implement A $35.00 per copy of any body worn camera footage that they need to provide. This would help to offset the administrative costs of producing that footage.

Notification:

The proposed 2023 amendments to the current 2023 Schedule of Rates, Fees and Charges were reviewed by City Council at its worksession earlier tonight, May 23, 2023. Any changes to the Schedule of Rates, Fees and Charges need to be done by ordinance. A public hearing is proposed to be held on June 13, 2023 and with the 30-day waiting period, the amended rates would become effective July 13, 2023 and would be implemented on the second quarter utility bill that is mailed to residents and businesses on July 25, 2023.

Time Frame/Observations/Alternatives:

1. Accept the proposed rates.

2. Hold rates constant with 2022 rates.

3. Recommend changes

Funding Source:

The increase in utility rates will be used to fund the debt associated with the water treatment plant (WTP) and its related trunk watermain improvements and also to help offset the increase in Met Council sewer charges. The body camera footage charge is to help offset administrative costs.

Recommendation:

Staff Recommends Option 1 and to Introduce Ordinance #23-13: Amending Ordinance #22-28: 2023 Schedule of Rates, Fees and Charges.

Outcome/Action:

Introduce Ordinance #23-13: Amending Ordinance #22-28: 2023 Schedule of Rates, Fees and Charges.

Attachments

Ord. #23-13 Amend Rates & Fees Schedule

2023 Amended Schedule of Rates, Fees & Charges

2022 Utility Rate Comparsions

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Diana Lund	05/18/2023 08:26 AM
Diana Lund (Originator)	Diana Lund	05/18/2023 08:35 AM
Brian Hagen	Brian Hagen	05/18/2023 08:39 AM
Form Started By: Diana Lund		Started On: 05/16/2023 08:11 AM
Final Approval Date: 05/18/2023		

ORDINANCE #23-13
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE AMENDING ORDINANCE #22-28 ESTABLISHING PERMIT FEES, SERVICE CHARGES, AND VARIOUS OTHER FEES TO BE COLLECTED BY THE CITY OF RAMSEY.

The City of Ramsey ordains:

SECTION 1. AMENDMENTS

This ordinance amends Ordinance #22-28 adopted November 22, 2022. In addition to the previously adopted, the following amendments have been made: A Body Warn Camera Footage Charge has been added and Utility rates for all municipal sewer and water customers will be increased as noted on the amended schedule.

SECTION 2. AUTHORITY

This ordinance is adopted pursuant to and under the authority of the Charter of the City of Ramsey.

SECTION 3. PURPOSE

Per S701.10 (Fees) the purpose of this Ordinance is to amend the established Permit Fees, service Charges, and Other Fees that will be collected by the City in year 2023. This is known as the Schedule of Rates, Fees and Charges.

SECTION 4. SCHEDULE

The attached permit fees and service charges are hereby established for the year 2023.

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: May 23, 2023
Adoption date:
Publication date
Effective date:

SERVICE OR LICENSE	SPECIAL NOTES	2023 Adopted
Administrative Hearings/Citations/Abatements		
Abatement: Administration Fee		25% of cost of abatement or 750.00, whichever is less
Administrative Citation: Violations of 10 - Animals		25.00
Administrative Citation: Violations of 26 - Rental Property		75.00
	2nd offense w/in 12months	250.00
	3rd offense w/in 12 months	500.00
Administrative Citation: Violations of 30 - Public Nuisance	1st offense after failure to abate within 14 days	75.00
	2nd offense w/in 12months	250.00
	3rd offense w/in 12 months	500.00
Administrative Citation: Violations of 42 - Dump Garbage/Refuse		75.00
	2nd offense w/in 12months	250.00
	3rd offense w/in 12 months	500.00
Administrative Citation: Violations of 54 - Prohibited Parking		25.00
Administrative Citation: Violations of 54 - Recreational Vehicles		75.00
	2nd offense w/in 12months	250.00
	3rd offense w/in 12 months	500.00
Administrative Citation: Violations of 54 - Time Zone Parking		25.00
Administrative Citation: Violations of 105 - Construction		75.00
	2nd offense w/in 12months	250.00
	3rd offense w/in 12 months	500.00
Administrative Citation: Violations of 105 - Exterior Completion		75.00
	2nd offense w/in 12months	250.00
	3rd offense w/in 12 months	500.00
Administrative Citation: Violations of 105 - No Permit		75.00
	2nd offense w/in 12months	250.00
	3rd offense w/in 12 months	500.00
Administrative Citation: Violations of 105 - Property Identification		75.00
	2nd offense w/in 12months	250.00
	3rd offense w/in 12 months	500.00
Administrative Citation: Violations of 113 - Sewage		75.00
	2nd offense w/in 12months	250.00
	3rd offense w/in 12 months	500.00
Administrative Citation: Violations of 117 - Off Street Parking		25.00
Administrative Citation: Violations of 117 - Signs		75.00
	2nd offense w/in 12months	250.00
	3rd offense w/in 12 months	500.00
Administrative Citation: Violations of 117 - Landscaping		75.00
	2nd offense w/in 12months	250.00
	3rd offense w/in 12 months	500.00
Administrative Citation: 1st Violation within 12 Months (Zoning Code Violations)		75.00
Administrative Hearing: Filing Fee		250.00
Alcoholic Beverages		
3.2 beer off-sale		100.00

Proposed Amendment

SERVICE OR LICENSE	SPECIAL NOTES	2023 Adopted
3.2 beer on Sale		200.00
Change of Name-Liquor Establishment		50.00
Liquor license investigation fee	Corporate	500.00
	Partnership	500.00
	Sole-Proprietor	500.00
Liquor off-sale		380.00
	Tiered Payment System:	
	License Reduced by:	
	$100-Meet State Statutes Conditions	
	$100-Purchase/Utility ID Technology	
Liquor on-sale		5,000.00
Liquor on-sale Sunday		200.00
Wine license investigation fee	Corporate	500.00
	Partnership	500.00
	Sole-Proprietor	500.00
Wine on-sale		1,000.00
2 a.m. closing (optional)		300.00
Amusement & Commercial Recreation		
Temporary Amusement Center (Carnivals, Circus)		250.00
Lawful gambling investigation fee - New applicant only	Limit $100.00	100.00
Lawful gambling investigation fee - Single Events		50.00
Fire Works Sales-Business selling only fireworks	Ordinance Adopted 6/11/02	350.00
Fire Works Sales-Retail Sellers		100.00
Parade Permit		100.00
Special Events - Ex: Music festival, performing arts, parades, carnivals, 5K Runs	Including Clean Up Fees, Electrical Inspection Fees etc.	50.00 Application fee +License Fee to be
		determined per event by CC + Staff Time @ 2.30*wage/hour
All Other Misc. Permit/Licenses		50.00/Admin fee + Staff time @ 2.30/*wage/hr. if needed
Building Construction		
Administrative Fee-Process Returned Bldg. Permits		25.00
Basement Finish	Cover 3 trips	158.00
Building permit		Based on February 2017 ICC building valuation data & 1997 Uniform Building Code Table No 1-A Building Permit Fees (attached at end of schedule)
Electronic Plan Review-Application Fee	Building Permit only	20.00
Electronic Plan Review-Application Fee	All Other Permits: Fire, Mechanical, Plumbing, Septic, Zoni	25.00
Building plan check - Residential		65% of Bldg. Permit Fee
Plan Review fee for Similar Plans		25% of Bldg. Permit Fee
Plan Check Fee for Accessory Structures	Garages, Remodels, Additions, etc.	65% of Bldg. Permit Fee

Proposed Amendment

SERVICE OR LICENSE	SPECIAL NOTES	2023 Adopted
Plan Check Fee for changes, additions, or revisions to plans		53.00/hr./Minimum 1 hr. (Non-Refundable)
Plan Check Fee for Commercial, Industrial & Apartments		65% of Bldg. Permit Fee
Plan Check Fee (Outside Contracted)	All administrative and Overhead Costs	Actual Costs (Non-Refundable)
Air Conditioner Replacement		50.00
Air Conditioner & Furnace Replacement (Combination)		50.00
Deck Permit		105.00
Demo Permit		200.00
Driveway Escrow		2,000.00
Water Heater Replacement		50.00
Electrical Permit Fee	Per Tokle Contract	Electrical Permit Fee Schedule
Erosion Control Escrow - Home Improvement	Returned when complete	Min $100/Max $1,000
Erosion Control Escrow - New Construction	Returned when complete	1,500.00
Fence Permit	Over 7 feet in height	City of Ramsey Valuation Fee Schedule
Fence Permit	Less than 7 feet in height	25.00
Fireplace Permit	Cover 2 trips	50.00
Furnace Replacement		50.00
Inspections-After Hours/Weekend	1.5 times hourly rate	80.00/hr./minimum 2 hr.
Investigation Fee	Work Started Without a Permit	Equal to Permit Fee
Gas Line (Residential)		50.00
Landscape Escrow		5,000.00
Lawn Irrigation-Residential	Cover 1 trip	50.00
Lawn Irrigation-Commercial (Multi)		50.00
Mechanical Permit-Residential	New Construction	150.00
	Remodel/Addition	100.00
Mechanical permit-Commercial	New Construction	1% of Job Value/Minimum 250.00
	Remodel/Addition	1% of Job Value/Minimum 125.00
Plan Check fee (65% of commercial mechanical permit)		65% of Bldg Permit fee (Non-Refundable)
Moving Structure Permit		105.00
Moving Structure Permit Site Inspection		105.00
Mobile Home Tie Down		75.00
Mobile Home Water Hookup	1.25 hours	50.00
Plumbing permit- Residential/Single Family	New Construction	150.00
	Remodel/Addition	100.00
Plumbing permit- Commercial	New Construction	1% of Job Value/Minimum 250.00
	Remodel/Addition	1% of Job Value/Minimum 125.00

Proposed Amendment

SERVICE OR LICENSE	SPECIAL NOTES	2023 Adopted
Plan Check Fee - Commercial Plumbing Permits		50% of Commercial Plumbing Permit - 5 or fewer fixtures
Public Sidewalk Panels-Broken		Min $1,000/Max $3,000
ReInspection Fees		80.00 per trip
Re-Roofing/Shingling Permit-Residential	Cover 2 trips	105.00
Re-Roofing/Shingling Permit-Commercial/Multi-Family		City of Ramsey Valuation Fee Schedule
Re-Siding Permit	Cover 2 trips	105.00
Replacement Windows (Residential)	City Required pre-inspection	105.00
Septic System Permit-Residential		175.00
Septic System Permit-Commercial		250.00
Septic System Repair -Residential/Commercial		100.00
Septic Tank Installation Permit-Residential		175.00
Service Availability Charge (SAC)	[current MCES rates]	2,485.00
Septic Tank Pumping Permit		15.00
Sewer permit (Utility Connection)-Residential		50.00
Sewer permit (Utility Connection)-Commercial		2% of Job Value/Minimum 258.00
Site Evaluation Fee		80.00
State Surcharge	Applies to all permit types	1.00
	Per State of Minnesota Fee Schedule	
Swimming pool permit		105.00
Vacuum Breaker Verification for Irrigation System (RPZ)-Residential		50.00
Vacuum Breaker Verification for Irrigation System (RPZ)-Commercial	1.25 Hours	50.00
Water Availability Charge (WAC) - per address	based on national/local construction cost index 6/22 3.3%	1,481.00
Water Softener Permit-Residential		50.00
Water permit (Utility Connection)-Residential		50.00
Water permit (Utility Connection)-Commercial		2% of Job Value/Minimum 258.00
Business		
Administrative Fee - Process Returned Business Permits		25.00
Business Registration Certificate (BRC)	Original Application	30.00
Contractor License	All Contractors	50.00
Garbage & refuse hauler		50.00
License Late Fee		15% of license fee/month
Massage Establishment		100.00/annual
Massage Establishment Owner/Manager Background Check Fee		50.00
Massage Therapist		50.00/annual
Massage Therapist Background Check Fee		35.00
Mobile Food Unit (Food Truck) - 90 Day License		80.00
Mobile Food Unit (Food Truck) - Annual License	Thru December 31 of calendar year	100.00
Pawn broker/Precious Metals		4,000.00
APS Automated Pawn Rate/Fee		2879.00
Pawn broker investigation fee	in-state investigation	500.00
	out-of-state investigation	1,500.00
Residential Rental - Multifamily	3-Year License	400.00/building
Residential Rental - Single Family/Townhome	3-Year License	25.00/unit
Second Hand Dealer		2,000.00
Second Hand Dealer investigation fee	in-state investigation	500.00

Proposed Amendment

SERVICE OR LICENSE	SPECIAL NOTES	2023 Adopted
	out-of-state investigation	1,500.00
Transient merchant/peddler/solicitor		100 + 35 per person backgrounded
City Financing		
Interest rate charge - non-bonded programs		US Treas. rate + 2 points
[bonded projects will be dependent upon interest rates being paid]		Bond Int rate + 2 points
Equipment Chargeback		
All Equipment Rental		Per FEMA Schedule + Staffing
Public Works Maintenance Worker		2.30 x wage/hr.
Portable Toilet		Actual Cost
Facility Use		
Antenna Lease - City Owned Property [PCS towers]	Per Individual Agreement	Per Individual Agreement
Concession stand/pavilion/shelter- per day/event- residents		See Facility Use & Rental Policy
Concession stand pavilion/shelter- per day/event - non-res.		See Facility Use & Rental Policy
Softball/baseball field maintenance - youth teams		40.00/game
Football field maintenance - youth teams		
Large Fields		75.00/week
Soccer & Lacrosse field maintenance - youth teams		
Full Size (Large Field)		75.00/week
1/2 Size (Medium Field)		60.00/week
Small Field		40.00/week
Field Layout Field-Soccer, Football, Lacrosse		300.00
Tennis court - non-residents		20.00
Lighted ballfield Deposit Fee		100.00/individual
Lighted ballfield - residents		45.00/Per 3 hours and then 15.00/Each Additional hour
Lighted ballfield - non-residents		60.00/Per 3 hours minimum and then 20.00/Each Additional hour + 25.00 for lights
Light - Used By ARAA		Actual Cost
General Field Use - Residents (football, soccer, softball,baseball)		45.00/Per 3 hours minimum and then 15.00/Each Additional hour
General Field Use - Non-Residents (football, soccer, softball,baseball)		105.00/Per 3 hours minimum and then 20.00/Each Additional hour
Athletic Field Marking Paint - ARAA		Actual Cost
Pact School Field Maintenance @ The Draw	Annual General Maintenance Fee	630.00
Pact School Field Maintenance @ Central Park	Annual General Maintenance Fee	630.00
Municipal Center Room Rental - Refer to Facility Use and Rental Policy	See Ramsey Municipal Center Conference Room Rental & Park Facilities Rental Rates Schedule	See Ramsey Municipal Center Conference Room Rental & Park Facilities Rental Rates Schedule
Coffee for Meetings		5.00/pot
Park Facilities - Refer to Facility Use and Rental Policy	See Ramsey Municipal Center Conference Room Rental & Park Facilities Rental Rates Schedule	See Ramsey Municipal Center Conference Room Rental & Park Facilities Rental Rates Schedule
Miscellaneous		

Proposed Amendment

SERVICE OR LICENSE	SPECIAL NOTES	2023 Adopted
Cemetery Plot (Trott Brook Cemetery)		900.00
Cemetery Plot Perpetual Care		400.00
Comp Plan CD		10.00
City Information-CD Format		10.00/disc
Kennel License (Administrative)	4th Dog on Property	200.00
Non-Traditional Animal License		200.00
Maps - City (28X 24)		5.00
Maps - Zoning (28 X 34)		15.00
Maps - Zoning/Address (34 X 44)		25.00
Maps-Zoning or Comp Plan (11 X 17)		6.00
Maps - Plat		10.00
Maps - Topo aerials per half section		20.00
Maps- Parks & Trails 11 X 17)		6.00
Maps - Parks & Trails (36 X 24)		15.00
Maps-Large Ward/Precinct	With Addresses	25.00
Notary Fee	State Statute	5.00
Photo copies - one-sided/duplexed	Up to 100 pages; over 100 pages plus staff time	0.25
Political office filing fee	State Statute	5.00
Public hearing publications		At City Cost
Returned check		35.00
Reissued Check Fee		15.00
Special assessment search		30.00
Planning and Zoning		
Comp Plan Escrow		1,000.00
Conditional use escrow minimum		1,000.00
Dock permit		25.00
Easement Encroachment Agreements		500.00
Environmental Assessment (EAW, EIS, AUAR) Escrow		3000.00
Grading Permit		200.00
Home Occupation Permit		250.00
Home Occupation Permit Escrow		1000.00
Industrial Revenue Bond - application		200.00
Industrial Revenue Bond - escrow		1,000.00
Interim Use Permit Escrow - Minimum		600.00
Land Use Application Fee		500.00
Park Dedication - Cash Contribution: Residential Unit	Including Townhomes & Apartment Units	4,500.00/dwelling unit
Park Dedication - Cash Contribution: Residential Unit	Exceed 12+ units per acre	7.5% Discount/$4,163.00
Park Dedication - Cash Contribution: Residential Unit	Exceed 20+ units per acre	15% Discount/$3,825.00
Park Dedication - Cash Contribution: Commercial/Assisted Living Facilities		5,100.00/acre
Park Dedication - Cash Contribution: Industrial		4,375.00/acre
Park Dedication - Land Contribution: Residential	0 - 3.0 dwelling units per acre	10% of land
	3.1 - 5.0 dwelling units per acre	15% of land
	5.1 + dwelling units per acre	Add .5% for each over 5
Park Dedication - Land Contribution: Commercial/Industrial/Assisted Living Facilities		5% gross land area
Park Dedication - Land Contribution: Planned Unit Developments	(public open space/rec. uses-not including wetlands)	10% gross land area
		2,800.00/dwelling unit
Trail Development Fee - Cash Contribution: Residential Unit		1,500.00/dwelling unit

Proposed Amendment

SERVICE OR LICENSE	SPECIAL NOTES	2023 Adopted	Proposed Amendment
Trail Development Fee - Commercial/Industrial/Assisted Living Facilities		1,300.00/acre	
Approval/Recording of Deeds:			
Abstract Property		County Fee+10.00/staff Time	
Torrens Property		County Fee+10.00/staff Time	
Rezoning escrow		1000.00	
Sign permit - permanent		100.00	
Sign permit - temporary		25.00	
Site plan review escrow		1000.00	
Special Council, HRA or Commission meeting fee		350.00	
Temporary Structure escrow	(not construction trailers, not hoop tents)	2000.00	
TIF/Conduit Debt Application Fee		4,000.00/+legal fee deposit	
Vacation of easement escrow		1000.00	
Variance escrow		500.00	
Zoning Letter		100.00	
Zoning Permit		25.00	
Zoning Verification Signature for State Licensing (dealer's license)		25.00	
Platting or Subdividing			
Address Charge		175.00	
Administrative (interior lot lines) escrow		500.00	
Major Subdivision escrow		2,000.00	
Minor subdivision escrow		2000.00	
Registered land survey escrow		2000.00	
Professional Services			
Administrative Fee (Project Related Activity-Staff admin)	Consultants hired for project: Ex: Hakanson Anderson	contractor bill + 3%	
Attorney - municipal		At City cost	
Attorney - non-municipal		At City cost	
City Staff Services		2.30 x wage/hr.	
Plan Review - Anoka County Highway Improvement Projects		150.00	
Police Officer	$93/Avg Wage & Gas, Car, Liab	107.00/hr	
Other professional /staff services		2.30 x wage/hr.	
Public Safety			
Alarms: False (3rd offense)	In a Calendar Year	75.00	
Alarms: False (4th offense)	In a Calendar Year	150.00	
Alarms: False (5th offense)	In a Calendar Year	225.00	
Alarms: False (6th offense)	In a Calendar Year	300.00	
ATV/Golf Cart Permit		10.00	
Body Warn Camera Footage			35.00
Car Seat Check -Non-Resident only		25.00	
Clandenstine Drug Labs Remediation	Recovery of Public Costs	125% of Recovery Costs (Recovery Cost + 25% admin Fee)	
Copies: Audio/Video CD/DVD		20.00	
Copies: Incident/Investigative Reports	Per statute Ch163 sec 8 adopted 8/1/05	.25/page	
Copies: Statistical Summary Reports		5.00	
Dangerous Dog License		500.00	
Dog Impoundment fee		125.00+board	
Dog Impoundment fee - If Non Licensed		145.00 +board	
Dog Impoundment fee (2nd offense)	w/in 12 months (+50.00 each addtl w/in 12 mo)	175.00 +board	

SERVICE OR LICENSE	SPECIAL NOTES	2023 Adopted
Fire Prevention:		
Fire Suppression Fees:		
Permit		Valuation based/1997 UBC Fee Table 1-A
		Minimum of 23.50
Plan Review		65% of permit fee
		5.00 Minimum State Surcharge
Fire Alarm Fees:		
Permit		Valuation based/1997 UBC Fee Table 1-A
		Minimum of 23.50
Plan Review		65% of permit fee
		5.00 Minimum State Surcharge
Temporary Assembly/Tent Permit(Greater than 100 sq. ft.)		50.00/per tent
Aboveground Tank Storage		100.00/per tank
Underground Tank Storage		100.00/per tank
Fuel Tank Storage Removal		100.00/per tank
Daycare Inspection Fee		50.00
Permit Re-Inspection Fee		50.00
Fireworks/Pyrotechnic Display Permit		200.00
Fireworks -Retail Sale Permit - Retailer only selling fireworks		350.00
Fireworks-Retail Sale Permit-All other retailers		100.00
Double Permit Fee		2 x normal permit fee
Lock Box Fee:		
Surface Mount		Per Vendor Pricing
Recessed Box		Per Vendor Pricing
All Others		Actual cost + 10% Admin fee
Fire Code Re-Inspection Fee		140.00
Gas Line Hit By Contractors	Effective 4-1-10	300.00
Open Burn Permits:		
Open burn permit application	Residential	25.00
Open burn permit fire suppression escrow		500.00
Open burn permit fire suppression services		300.00/hr. - min 300.00
Illegal Burning	Effective 4-1-10	200.00
Subsequent Site Evaluations		45.00/visit
Fire Service Fee:		
Disaster Assistance		300.00/hr. per truck
Ordinance Violations		300.00/hr.
Victim Service Fee		300.00/hr. per truck
Letter of Good Standing		10.00
Photo CD		20.00/cd
Photo Electronical Transfers		10.00/transmission
Photo Reprints		5.00 min chg + 1.00/print
Vehicle Lockout		20.00
Vehicle Storage		10.00/day
Reimbursements		
Mileage/personal vehicle (IRS allowable rate)	Always follow IRS adopted rate	.625/mile
Right-of-Way		

Proposed Amendment

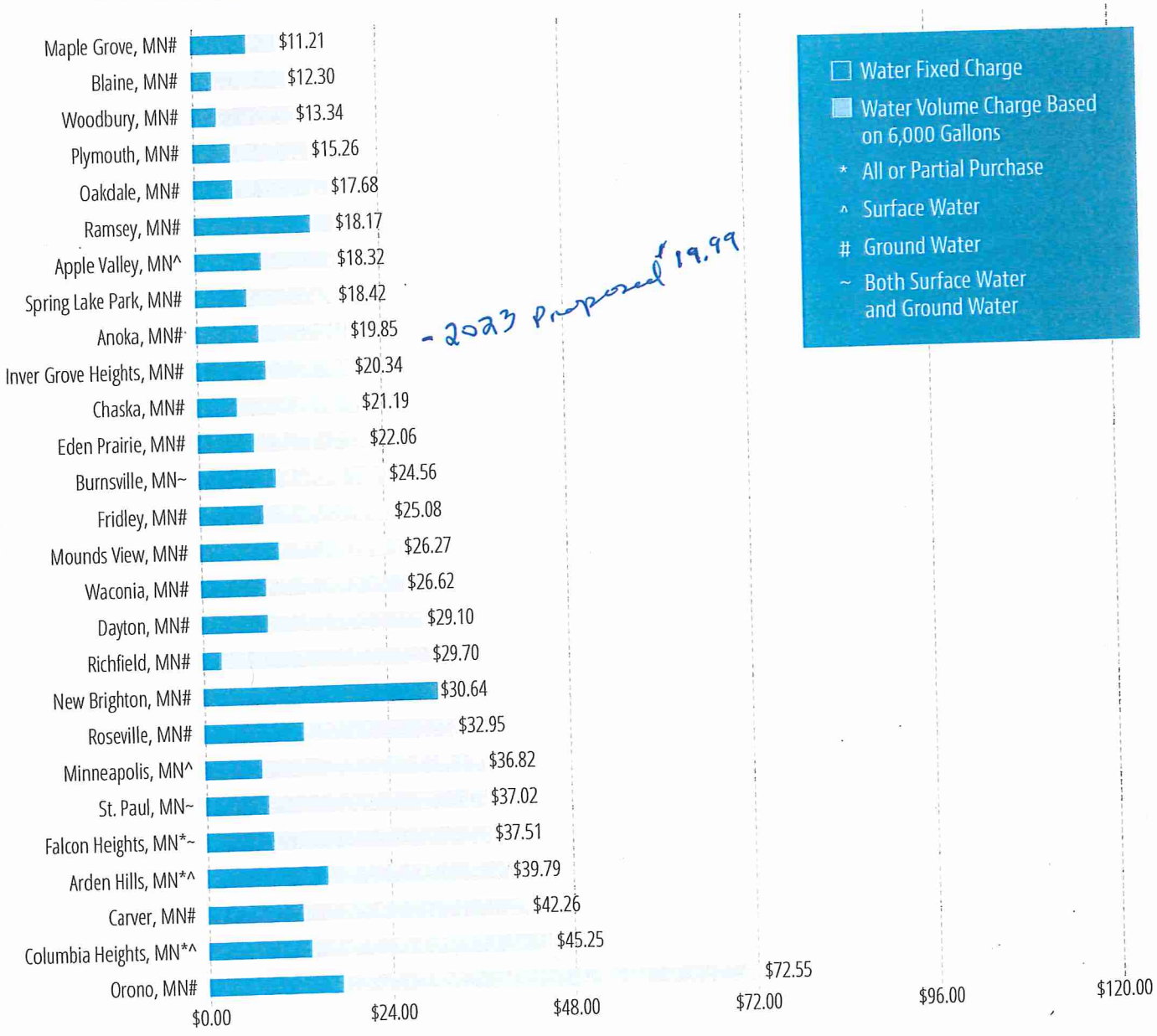
SERVICE OR LICENSE	SPECIAL NOTES	2023 Adopted	Proposed Amendment
Permit Fee - Boring/Open Trench		95.00+15.00/Driveway, 20.00/Road Closing	
		+ $10,000 Bond per mile	
Boulevard Tree Replacement		900.00/Tree	
Permit Fee - Overhead		95.00\+.05/linear foot	
Street and Traffic Charges			
Developer contribution:			
street and/or traffic signs (each)	City Installed	245.00	
Bituminous Paving/Patching		38.00/sq yard	
Culverts		Price + Tax	
Road Improvement Assessment	Per Special Assessment Policy	Per Policy	
Sidewalk Panel Removal and Replacement Escrow		2500.00	
Street Sweeping: Equipment Only:	Per FEMA Schedule of Equipment Rates	FEMA Rates	
Traffic Sign Replacement (each)		245.00	
Tobacco			
Cigarette Sales (vending and over-the counter)		250.00	
Cigarette Sales with age verification technology		150.00	
E-Cigarette Sales		250.00	
E-Cigarette Sales with age verification technology		150.00	
UTILITY RATES			
Assessment Charge for Unpaid Items Assessed	Administration fee	35.00/account	
Interest Rate on Unpaid Items Assessed	Based on 1-Year Treasury + 2 Points	6.00%	
Penalty/late payment	Past due on current billing	10%	
Recycling Rates			
Residential Curb-side Program fee/qtr	Per Ace Contract	11.94/qtr	
Sewer Rates			
Residential/Single dwelling usage fee/qtr	Per 2016 Comprehensive Sewer Study	75.89	83.48
Multi-family(apt) & commercial usage fee/qtr		75.89+3.16/1000 gal.	83.48+3.48/1000 gal.
		in excess of 20,000 gal.	in excess of 20,000 gal.
Connection charge/res. equivalent	based on national/local construction cost index 6/22 3.3%	1,349.00	
Connection charge/acre comm./ind.	based on national/local construction cost index 6/22 3.3%	4,063.00	
Lateral Benefit Charges: Residential	based on national/local construction cost index 6/22 3.3%	5,418.00	
Lateral Benefit Charges: Commercial	based on national/local construction cost index 6/22 3.3%	8,920.00	
Street Lights			
Developer contribution:			
installation of Cobra street light		Per Connexus Energy Fee Schedule	
traditionaire subdivision street light (w/100 ft of wire)		Developer Installed	
New ROW COR Lights		Per Connexus Energy Fee Schedule	
street light O & M 3 year @ $98/year		294/light	
Residential billing:			
urban subdivision street light rate per lot (>7/92)		9.01/qtr	
rural subdivision street light rate per lot		14.85/qtr	
priority street light rate per residential/apartment/ lot		1.37/qtr	
Storm Water Management Rates			
Residential		15.95/qtr	
Commercial		63.80/REU/qtr	

SERVICE OR LICENSE	SPECIAL NOTES	2023 Adopted	Proposed Amendment
Trunk charge/res. equivalent	based on national/local construction cost index 6/22 3.3%	534.00	
Trunk charge/acre comm./ind.	based on national/local construction cost index 6/22 3.3%	5,321.00	
Water Rates			
Minimum usage fee/qtr	Per 2012 & 2017 Comprehensive Water System Study	43.20	
Quarterly Rate Structure			
	Conservation Rates	$43.20 Minimum	$47.52 Minimum
		$2.96 per 1,000 for 15,001-25,000	$3.26 per 1,000 for 15,001-25,000
		$3.05 per 1,000 for 25,001-40,000	$3.36 per 1,000 for 25,001-40,000
		$3.27 per 1,000 for 40,001-60,000	$3.60 per 1,000 for 40,001-60,000
		$3.50 per 1,000 for 60,001-99,000	$3.85 per 1,000 for 60,001-99,000
		$3.87 per 1,000 for 99,001-201,000	$4.26 per 1,000 for 99,001-201,000
		$4.62 per 1,000 for 201,001 and above	$5.09 per 1,000 for 201,001 and above
Odd/Even Sprinkling Violations:	Effective day after Memorial Day thru Day after Labor Day		
	No Sprinkling between 10 am-8:00 pm		
First Violation		Written Warning & Registered Letter	
Second Violation		50.00	
Third Violation		100.00	
Fourth Violation		150.00	
Meter Replacement Admin Fee for Non-Compliance		100.00/qtr	
Installation of meter w/remote (Res & Commercial)		150.00	
5/8" T10 Meter - Radio Read System	Subject to change based on price increases: Will always be cost plus 5%	305.00	
1" T10 Meter - Radio Read System	Subject to change based on price increases: Will always be cost plus 5%	510.00	
1 1/2" T10 Meter - Radio Read System	Subject to change based on price increases: Will always be cost plus 5%	1,005.00	
1 1/2" Mach 10 - Radio Read System	Subject to change based on price increases: Will always be cost plus 5%	1,090.00	
2" T10 Meter - Radio Read System	Subject to change based on price increases: Will always be cost plus 5%	1,250.00	
2" Mach 10 - Radio Read System	Subject to change based on price increases: Will always be cost plus 5%	1,310.00	
2" Compound Domestic Meter - Radio Read System	Subject to change based on price increases: Will always be cost plus 5%	2,670.00	
3" Mach 10 - Radio Read System	Subject to change based on price increases: Will always be cost plus 5%	3,500.00	
3" Compound Domestic Meter - Radio Read System	Subject to change based on price increases: Will always be cost plus 5%	3,750.00	
4" Mach 10 - Radio Read System	Subject to change based on price increases: Will always be cost plus 5%	4,700.00	
4" Compound Domestic Meter - Radio Read System	Subject to change based on price increases: Will always be cost plus 5%	4,900.00	
Other than Meters Noted Above		Cost plus 5%	

SERVICE OR LICENSE	SPECIAL NOTES	2023 Adopted
Water shut off at Curbstop		100.00
Water shut off at Curbstop	Winter Period of November 1 - April 1	150.00
Townhouse Irrigation Meter Winterization		150.00
Broken Hydrant Replacement - Summer		600.00
Broken Hydrant Replacement - Winter		850.00
Connection charge/res. equivalent	based on national/local construction cost index 6/22 3.3%	2,009.00
Connection charge/acre comm./ind.	based on national/local construction cost index 6/22 3.3%	7,343.00
Lateral Benefit Charges: Residential	based on national/local construction cost index 6/22 3.3%	6,954.00
Lateral Benefit Charges: Commercial	based on national/local construction cost index 6/22 3.3%	7,781.00

Proposed Amendment

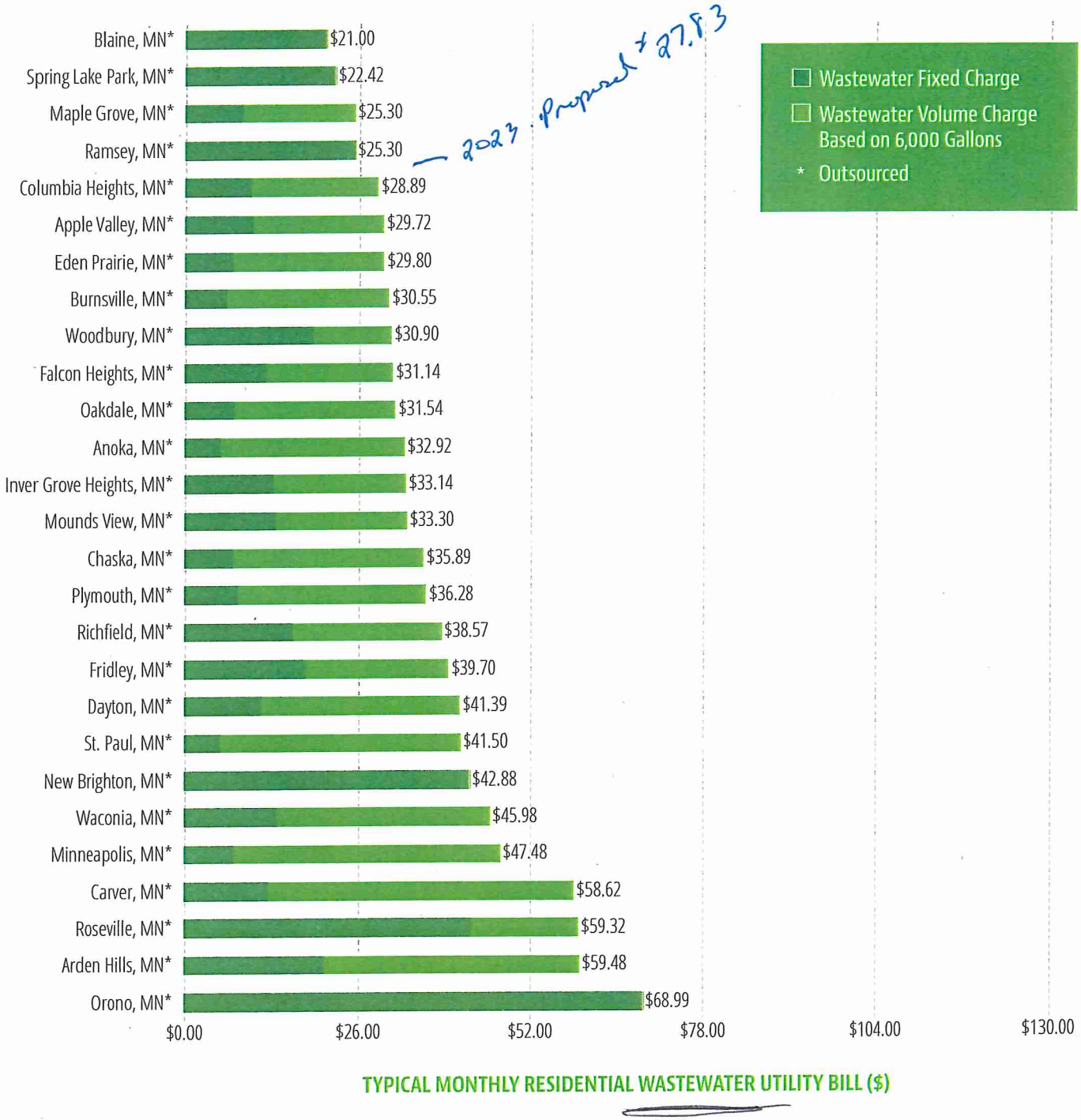
MINNEAPOLIS/ST. PAUL METRO AREA



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MINNEAPOLIS/ST. PAUL METRO

(Served by Metropolitan Council Environmental Services)



TYPICAL MONTHLY RESIDENTIAL WASTEWATER UTILITY BILL ($)

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CC Regular Session **7. 2.**

Meeting Date: 05/23/2023

Submitted For: Stephanie Hanson, Community Development

By: Stephanie Hanson, Community Development

Information

Title:

Introduce Ordinance #23-11, Granting Centerpoint Energy a Nonexclusive Franchise and Public ROW Access

Purpose/Background:

On July 8, 2003, Ordinane #03-16 was adopted to grant Centerpoint Energy permission to construct, operate, repair and maintain in the City of Ramsey a gas distribution system, for the furnishing of natural gas energy to the City, its inhabitants and others and to use public ways and public grounds of the City for such purposes. The ordinance became effective on August 11, 2003 for a term of twenty (20) years. The ordinance expires on August 11, 2023. Ordinance #03-16 is attached for your review.

Draft Ordinance #23-11 proposes the same language as adopted Ordinance #03-16. Centerpoint Energy is in favor of the City granting them the franchise for a period of twenty (20) years, as shown in Section 2 Adoption of Franchise, 2.1 Grant of Franchise.

The Public Works Department works with Centerpoint Energy on a regular basis and they have a positive and professional working relationship with each other. Therefore, City staff supports the continued franchise agreement with Centerpoint Energy.

Time Frame/Observations/Alternatives:

If the City Council introduces Ordinance #23-11, the next steps are as follows:

June 13, 2023, City Council adopts Ordinance #23-11, publication on June 16, 2023 and effective date thirty (30) days afterward.

Funding Source:

This ordinance is being handled as part of normal staff duties. However, any time work is done, the City collects a Right-of-Way Permit fee from Centerpoint. Fees are adopted each year. In 2022, the City collected $1,755. The 2023 fees are as follows:

Boring/Open Trench	$95 + $15 per driveway
Road Closing	$20
Bond Per Mile	$10,000

Recommendation:

City staff recommends City Council introduce Ordinance #23-11.

Outcome/Action:

Introduce Ordinance #23-11 An Ordinance Granting Centerpoint Nonexclusive Franchise Rights

Attachments

Ordinance #23-11 Centerpoint Franchise

Existing Ord #03-16

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	05/18/2023 09:25 AM
Form Started By: Stephanie Hanson		Started On: 05/02/2023 10:38 AM
Final Approval Date: 05/18/2023		

ORDINANCE #23-11
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE GRANTING CENTERPOINT ENERGY RESOURCES CORP. d/b/a CENTERPOINT ENERGY MINNESOTA GAS ("CENTERPOINT ENERGY"), ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN FACILITIES AND EQUIPMENT FOR THE TRANSPORTATION, DISTRIBUTION, MANUFACTURE AND SALE OF GAS ENERGY FOR PUBLIC AND PRIVATE USE AND TO USE THE PUBLIC WAYS AND GROUNDS OF THE CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA, FOR SUCH PURPOSE; AND, PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF

THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of Ramsey, County of Anoka, State of Minnesota.

City Utility System. Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

Commission. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate gas retail rates now vested in the Minnesota Public Utilities Commission.

Company. CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Minnesota Gas its successors and assigns including all successors or assigns that own or operate any part or parts of the Gas Facilities subject to this Franchise.

Gas Energy. Gas Energy includes both retail and wholesale natural, manufactured or mixed gas.

Gas Facilities. Gas transmission and distribution pipes, lines, ducts, fixtures and all necessary equipment and appurtenances owned or operated by the Company for the purpose of providing Gas Energy for retail or wholesale use.

Notice. A writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to CenterPoint Energy, Minnesota Division Vice President, 505 Nicollet Mall, Minneapolis, Minnesota, 55402. Notice to the City shall be mailed to 7550 Sunwood Dr NW,

Ramsey, MN 55303. Any party may change its respective address for the purpose of this Ordinance by written Notice to the other parties.

Ordinance. This gas franchise ordinance, also referred to as the Franchise.

Public Way. Any highway, street, alley or other public right-of-way within the City.

Public Ground. Land owned or otherwise controlled by the City for utility easements, park, trail, walkway, open space or other public property, which is held for use in common by the public or for public benefit.

SECTION 2. ADOPTION OF FRANCHISE

2.1 **Grant of Franchise.** City hereby grants Company, for a period of twenty (20) years from the date this Ordinance is passed and approved by the City, the right to import, manufacture, distribute and sell Gas Energy for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future and also the right to transport Gas Energy through the limits of the City for use outside of the City limits. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and Public Grounds, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to a public right-of-way ordinance or permit requirements adopted consistent with state law.

2.2 **Effective Date; Written Acceptance.** This Franchise shall be in force and effect from and after the passage of this Ordinance and publication as required by law and its acceptance in writing by Company.

2.3. **Service and Gas Rates.** The terms and conditions of service and the rates to be charged by Company for Gas Energy in City are subject to the exclusive jurisdiction of the Commission.

2.4. **Publication Expense.** Company shall pay the expense of publication of this Ordinance.

2.5. **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the written Notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within thirty (30) days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this Franchise or for such other relief as may be permitted by law or equity.

2.6. **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new franchise by the time this Franchise expires, this Franchise will remain in effect until

a new franchise is agreed upon, or until ninety (90) days after the City or the Company serves written Notice to the other party of its intention to allow Franchise to expire.

SECTION 3. LOCATION, OTHER REGULATIONS

3.1. **Location of Facilities.** Gas Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System. Gas Facilities may be located on Public Grounds in a location to be mutually agreed by the City and the Company. The location and relocation of Gas Facilities shall be subject to reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this Franchise.

3.2. **Street Openings.** Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee, unless the City is receiving a franchise fee pursuant to this Ordinance, in which case all permit fees will be waived. Permit conditions imposed on Company shall not be more burdensome than those imposed on other public right-of-way users for similar facilities or work. Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Gas Facilities and (ii) Company gives telephone, email or similar Notice to the City before commencement of the emergency repair, if reasonably possible. Within two (2) business days after commencing the repair, Company shall apply for any required permits and pay any required fees.

3.3. **Restoration.** After undertaking any work requiring the opening of any Public Way or Public Ground, the Company shall restore the Public Ways or Public Grounds in accordance with Minnesota Rules, 7819.1100. Company shall restore the Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition for six (6) months thereafter. All work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five (5) days, the right to make the restoration of the Public Ways or Public Grounds at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. The Company shall not be required to post a construction performance bond.

3.4. **Avoid Damage to Gas Facilities.** The Company must take reasonable measures to prevent the Gas Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Gas Facilities from damage that could be inflicted on the Gas Facilities by persons, property or the elements. Per Minnesota Statute § 216D.05, the City must take protective measures when it performs work near the Gas Facilities.

3.5. **Notice of Improvements to Streets.** The City will give Company reasonable written Notice of plans for improvements to Public Ways and Public Grounds where the City has reason to believe that Gas Facilities may affect or be affected by the improvement. The Notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways or Public Grounds upon which

the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way or Public Grounds is involved, the order in which the work is to proceed. The Notice will be given to Company a sufficient length of time, considering seasonal working conditions, in advance of the actual commencement of the work to permit Company to make any additions, alterations or repairs to its Gas Facilities Company deems necessary.

3.6 **Mapping Information.** If requested by City, Company must promptly provide complete and accurate mapping information for any of its Gas Facilities in accordance with the requirements of Minnesota Rules 7819.4000 and 7819.4100.

3.7. **Emergency Response.** As emergency first responders, when a public safety concern exists both the City and Company shall respond to gas emergencies within the City without additional direct fee or expense to either City or Company.

SECTION 4. RELOCATIONS

4.1. **Relocation in Public Ways.** The Company and City shall comply with the provisions of Minnesota Rules 7819.3100 with respect to requests for the Company to relocate Gas Facilities located in Public Ways.

4.2 **Relocation in Public Grounds.** City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Grounds upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Grounds. Nothing in this Section 4.2 shall be construed so as to invalidate or impair any existing company easements in Public Grounds. If Company is required to relocate from an existing easement, City shall provide an equivalent easement for the relocated facilities.

4.3. **Projects with Federal Funding.** Relocation, removal or rearrangement of any Company Gas Facilities made necessary because of the extension into or through City of a federally aided highway project shall be governed by the provisions of Minnesota Statutes §§ 161.45 and 161.46.

SECTION 5. INDEMNIFICATION

5.1. **Indemnity of City.** Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits or the operation of the Gas Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence or otherwise wrongful act or omission except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work.

5.2. **Defense of City.** In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written Notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such Notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without

the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This Franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 6. VACATION OF PUBLIC WAYS AND PUBLIC GROUNDS

The City shall give Company at least two weeks prior written Notice of a proposed vacation of a Public Ways or Public Grounds. The City and the Company shall comply with Minnesota Rules 7819.3100 and 7819.3200 with respect to any request for vacation.

SECTION 7. CHANGE IN FORM OF GOVERNMENT

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 8. FRANCHISE FEE

8.1. **Form.** During the term of the franchise hereby granted, the City may charge the Company a franchise fee. The Company will administer the collection and payment of franchise fees to City in lieu of permit fees or other fees that may otherwise be imposed on the Company in relation to its operations as a public utility in the City. The franchise fee will be collected on a flat fee basis, or by some other method that is mutually acceptable to both City and Company for each retail customer account within the corporate limits of the City. The amount of the fee collected may differ for each customer class. The City will use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City and be consistent with the Minnesota Public Utility Commission's March 23, 2011, Order establishing franchise fee filing requirements in Docket No. E,G999/CI-09-970. If the Company claims that the City required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company will provide a formula that will produce a substantially similar fee amount to the City. If the City and Company are unable to agree, the disagreement shall be subject to the Dispute Resolution provisions of this Ordinance.

8.2. **Separate Ordinance.** The franchise fee shall be imposed by separate ordinance duly adopted by the City Council. The effective date of the franchise fee ordinance shall be no less than ninety (90) days after written Notice enclosing a copy of the duly adopted and approved ordinance has been served upon the Company by Certified mail. The Company is not required to collect a franchise fee if the terms of the fee agreement are inconsistent with this franchise or state law, provided the Company notifies the City Council of the same within the ninety (90) day period.

8.3. **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of energy within the City by any other energy supplier, provided that, as to such supplier, the

City has the authority or contractual right to require a franchise fee or similar fee through an agreed-upon franchise.

8.4. **Collection of Fee.** The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time, however, the change shall meet the same Notice and acceptance requirements and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City and be consistent with Minnesota Public Utility Commission's March 23, 2011, Order establishing franchise fee filing requirements in Docket No. E,G999/CI-09-970. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company shall not be responsible to pay City fees that Company is unable to collect under Commission rules or order. Company agrees to make available for inspection by City at reasonable times all records necessary to audit Company's determination of the franchise fee payments.

8.5. **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon. However, the franchise fee will not remain in effect for more than one (1) year after the franchise expires as stated in Section 2.6 of this Franchise. If for any reason the franchise terminates, the franchise fee will terminate at the same time.

SECTION 9. ABANDONED FACILITIES

The Company shall comply with Minnesota Rules, Part 7819.3300, as it may be amended from time to time with respect to abandoned facilities in Public Ways. The Company shall maintain records describing the exact location of all abandoned and retired Gas Facilities within the Public Ways and Public Grounds, produce such records at the City's request and comply with the location requirements of Minnesota Statutes § 216D.04 with respect to all Gas Facilities located in Public Ways and Public Grounds.

SECTION 10. PROVISIONS OF ORDINANCE

10.1. **Severability.** Every section, provision or part of this Ordinance is declared separate from every other section, provision or part; and if any section, provision or part shall be held invalid, it shall not affect any other section, provision or part. Where a provision of any other City ordinance is inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2. **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between City and Company as the only parties. No provisions herein shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third-party beneficiary of this Ordinance or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT-PROCEDURE

Either party may propose at any time that this Franchise Ordinance be amended. Franchise Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within ninety (90) days after the effective date of the amendatory ordinance.

Passed and approved: _____, 20___

_____
Mayor of the City of _____, Minnesota

Attest:

_____
City Clerk, _____, Minnesota

ORDINANCE #03-16

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE GRANTING TO CENTERPOINT ENERGY, MINNEGASCO, A DIVISION OF CENTERPOINT ENERGY RESOURCES CORPORATION, A DELAWARE CORPORATION, ITS SUCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF RAMSEY, MINNESOTA, A GAS DISTRIBUTION SYSTEM INCLUDING NECESSARY GAS PIPES, MAINS AND APPURTENANCES, FOR THE TRANSMISSION OR DISTRIBUTION OF GAS TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TRANSMITTING GAS INTO AND THROUGH THE CITY, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES.

SECTION 1. DEFINITIONS

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of Ramsey, County of Anoka, State of Minnesota.

City Utility System. Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

Commission. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate gas retail rates now vested in the Minnesota Public Utilities Commission.

Company. CenterPoint Energy, Minnegasco, a division of CenterPoint Energy Resources Corporation, a Delaware Corporation, its successors and assigns including all successors or assignees that own or operate any part or parts of the Gas Facilities subject to this franchise.

Gas Facilities. Gas transmission and distribution pipes, lines, ducts, fixtures, and all necessary equipment and appurtenances owned or operated by the Company for the purpose of providing gas energy for public or private use.

Gas. Natural gas, manufactured gas, mixture of natural gas and manufactured gas or other forms of gas energy.

Non-Betterment Costs. Costs incurred by Company from relocation, removal or rearrangement of Gas Facilities that do not result in an improvement to the Gas Facilities.

Notice. A writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to CenterPoint Energy Minnegasco, V.P., Regulatory & Supply Service, 800 Lasalle Avenue, Minneapolis, MN 55402. Notice to the City shall be mailed to the City Administrator, City of Ramsey, 15153 Nowthen Boulevard NW, Ramsey, MN 55303-6140.

Any party may changes its respective address for the purpose of this Ordinance by written notice to the other parties.

Public Way. Public right-of-way within the City as defined in Minnesota Statute 237.162, subd.3.

Public Ground. Land owned or otherwise controlled by the City for park, open space or similar public purpose, which is held for use in common by the public.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 20 years from the date this Ordinance is passed and approved by the City, the right to import, manufacture, distribute and sell gas for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. This right includes the provision of Gas that is (i) manufactured by the Company or its affiliates and delivered by the Company, (ii) purchases and delivered by the Company or (iii) purchased from another source by the retail customer and delivered by the Company. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and Public Grounds, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject however, to such lawful regulations as may be adopted by separate ordinance and as currently exist under City Right of Way (ROW) Ordinance 01-10. The Company shall be notified 60 days in advance of proposed changes to City Ordinance (ROW) 01-10.

2.2 **Effective Date; Written Acceptance.** This franchise shall be in force and effect from and after passage of this Ordinance and publication as required by law and its acceptance by Company. If Company does not file a written acceptance with the City within 60 days after the date the City Council adopts this Ordinance, or otherwise places the City on written notice, before that time, that the Company does not accept all terms of this franchise, the City Council by resolution may revoke this Ordinance or seek its enforcement in a court of competent jurisdiction.

2.3 **Service and Rates.** The service to be provided and the rates to be charged by Company for gas service in City are subject to the jurisdiction of the Commission.

2.4 **Publication Expense.** The expense of publication of this Ordinance shall be paid by Company.

2.5 **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the date of written Notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity.

2.6 **Continuation of Franchise.** If the City and Company are unable to agree on the terns of a new franchise by the time this franchise expires, this franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or Company serves written Notice to the other party of its intention to allow the franchise to expire, but in no event shall this franchise continue for more than one year after expiration of the 20-year term set forth in Section 2.1.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 **Location of Facilities.** Subject to regulation under City Code (ROW) 4.10, Gas Facilities in the Public Way shall be located, constructed, and maintained so as not to disrupt normal operation of any City Utility System. Gas Facilities may be located on Public Grounds as determined by the City.

3.2 **Restoration of Public Ways and Public Ground.** Restoration of the Public Way shall be subject to City Code (ROW) 4.10. After completing work requiring the opening of Public Ground, the Company shall restore the Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition for six (6) months thereafter. All work shall be completed as promptly as weather permits. If Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition and after demand to Company to cure, City shall, after passage of a reasonable period of time following the demand, but not to exceed five days, have the right to make the restoration of the Public Ground at the expense of the Company. Company shall pay to the City the cost of such work done for or performed by the City, including its administrative expense and overhead, plus ten percent additional as liquidated damages. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section.

3.3 **Avoid Damage to Gas Facilities.** Nothing in this Ordinance relieves any person, including Company, from liability arising out of the failure to exercise reasonable care to avoid damaging Gas Facilities or other persons or property while performing any activity.

SECTION 4. RELOCATIONS.

4.1 **Relocation of Gas Facilities.** Relocation of Gas Facilities in Public Ways shall be subject to City Code (ROW) 4.10. City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Grounds upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Grounds. Relocation Gas Facilities in Public Ground shall comply with applicable City ordinances consistent with law.

4.2 **Projects with Federal Funding.** Relocation, removal, or rearrangement of any Gas Facilities made necessary because of the extension into or through City of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes Section 161.46, as supplemented or amended. It is understood that the right herein granted to Company is a valuable right. City shall not order Company to remove or relocate its Gas Facilities when a Public Way is vacated, improved or realigned because of a renewal or a redevelopment plan which if

financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable Non-Betterment Costs of such relocation and the loss and expense resulting there from are paid to Company when available to the City. The City need not pay those portions of such for which reimbursement to it is not available.

4.3 **No Waiver.** The provisions of Section 4 apply only to Gas Facilities constructed in reliance on a permit or franchise from City and Company does not waive its rights under an easement or prescriptive right or State or County permit.

SECTION 5. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 6. FRANCHISE FEE.

6.1. **Form.** During the term of the franchise hereby granted, and in addition to permit fees being imposed or that the City has a right to impose, the City may charge the company a franchise fee. The fee may be (i) a percentage of gross revenues received by the Company for its operations within the City, or (ii) a flat fee per customer based on metered service to retain customers within the City or on some other similar basis, or (iii) a fee based on metered service may differ for each customer class or combine the methods described in (i) – (iii) above in assessing the fee. The City shall seek to use a formula that provides a stable and predictable amount of fees, without placing the company at a competitive disadvantage. If the Company claims that the City required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company shall provide a formula that will produce a substantially similar fee amount to the City and reimburse the City's reasonable fees and costs in reviewing and implementing the formula. The City will attempt to accommodate the Company but is under no franchise obligation to adopt the company-proposed franchise fee formula and each review will not delay the implementation of the City-imposed fee.

6.2 **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the same of gas energy within the City by any other gas energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through a previously agreed upon franchise.

6.3 **Terms Defined.** The term "gross revenues" means all sums, excluding any surcharge or similar addition to the Company's charges to customers for the purpose of reimbursing the Company for the cost resulting from the franchise fee, received by the Company from the sale of natural gas to its retail customers within the corporate limits of the City.

6.4 **Collection of the Fee.** The franchise fee shall be payable not less often than monthly, and shall be based on the gross revenues of the Company during complete billing months during the period for which payment is to be made. The percent fee may be changed from time to time; however, each change shall meet

the same notice requirements and the percentage may not be changed more often than annually. Such fee shall not exceed any amount which the Company may legally charge to its customers prior to payment to the City by imposing a surcharge equivalent to such fee in rates for its gas service. The Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles or customer refunds. The Company agrees to make its gross revenues records available for inspection by the City at reasonable times.

6.5 **Conditions on the Fee.** The fee shall not be effective against the Company unless it lawfully imposes and the City quarterly or more often collects a fee or tax of the same or greater percentage on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The franchise fee, or tax, shall be applicable to energy sales for any energy use related to heating, cooling, or lighting, as well as to the supply of energy needed to run machinery and appliances on premises located within or adjacent to the City, but shall not apply to energy sales for the purpose of providing fuel for vehicles.

SECTION 7. INDEMNIFICATION.

7.1 **Indemnity of City.** Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work.

7.2 **Defense of City.** In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 8. ABANDONED FACILITIES.

The Company shall comply with City ordinances, Minnesota Statutes, Section 216D.01 et seq. and Minnesota Rules Part 7819.3300, as they may be amended from time to time. The Company shall maintain records describing the exact location of all abandoned and retired Gas Facilities within the City, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Facilities, including abandoned and retired Gas Facilities.

SECTION 9. PROVISIONS OF ORDINANCE.

9.1 **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part; provided, however, that if the City is unable to enforce its franchise fee provisions for any reason the City will be allowed to amend the franchise agreement to impose a franchise fee pursuant to statute. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

9.2 **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and its successors and the Company and its successors and permitted assigns, as the only parties. No provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one ore more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 10. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended. This Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 60 days after the effective day of the amendatory ordinance.

SECTION 11. PREVIOUS FRANCHISES SUPERCEDED.

This franchise supercedes any previous gas franchise or agreements, verbal or written, granted to the Company or its predecessor.

SECTION 12. ORDINANCE SUMMARY FOR PUBLICATION

The following official summary of Ordinance #03-16 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:

It is the intent and effect of Ordinance #03-16 to grant CenterPoint Energy, Minnegasco, a Delaware Corporation, a natural gas distributor, their successors and assigns, permission to construct, operate, repair and maintain in the City of Ramsey, Minnesota, a gas distribution system, for the furnishing of natural gas energy to the City, its inhabitants and others and to use public ways and public grounds of the City for such purposes.

A printed copy of Ordinance #03-16 is available for inspection by any person at the Ramsey Municipal Center.

SECTION 14. EFFECTIVE DATE.

This Ordinance becomes effective upon its passage and thirty (30) days after its publication according to law.

PASSED by the City Council of the City of Ramsey, Minnesota, this the 8th day of July, 2003.

Mayor

ATTEST:

City Clerk

Introduction Date: June 24, 2003
Posting Date: June 24 – July 9, 2003
Adoption Date: July 8, 2003
Publication Date: July 11, 2003
Effective Date: August 11, 2003

CC Regular Session **7. 3.**

Meeting Date: 05/23/2023

By: Kathy Schmitz, Administrative Services

Information

Title:

Introduce Ordinance #23-10 Amendment to Ch. 105, Building and Building Regulations

Purpose/Background:

The Minnesota Department of Labor and Industry (DOLI) conducts plumbing plan reviews for permits in Ramsey, as stipulated in MN Rules 1300.0215, Subpart 6. Ordinance #23-10 amends Chapter 105, Building and Building Regulations; adding Section 3, 105-25. Plumbing Permit Administration, Plan Review and Inspections. The language grants the City of Ramsey the authority to collect fees, issue permits, and perform inspections for public and commercial projects. The proposed language is acceptable to DOLI.

MN Statutes 326B.43 Subdivision 2 permits the delegation of authority for plumbing plan review for public and commercial projects to municipalities. This statute enables the DOLI Commissioner to establish an agreement with a municipality, in which the municipality agrees to carry out plan reviews typically performed by the commissioner or their designee. To obtain a special delegation, the City of Ramsey must undertake several key steps to formalize the delegation, including the approval of an ordinance to offer local plumbing plan review services, the endorsement of an application and submission of an agreement with the State of MN, the establishment of local fees, and ensuring the designated representative of the municipality is eligible to perform the local plumbing plan reviews.

The City of Ramsey does not have qualified staff to obtain the designation through the state. However, Rum River Consultants (RRC) located in St. Francis has added a master plumber to its 23-member team. They have been successful in obtaining the state designation for other cities they provide contracted inspections for. RRC has provided inspection services to the City in the past, and remains in contact with City staff to assist when needed. Staff supports a supplemental contract with RRC to provide plumbing review for public and commercial projects; and to provide inspection services as needed. The supplemental contract is not financially binding, except when services are needed. Meaning there is no retainer fee or minimum contract costs owed to RRC. Additionally, the supplemental contract would provide optional services for other commercial plan review and inspections if needed, i.e. fire suppression systems.

By approving a new contract with RRC, the City of Ramsey can apply to the DOLI for the plumbing plan review designation. Most importantly, the customer service benefits for permit applicants are significant. The state is typically eight to twelve weeks behind on plan review, causing considerable delays in construction. RRC has indicated its capacity to review plumbing plans in half the amount of time. If Ramsey receives this delegation, it will enable projects to begin and conclude more swiftly in Minnesota's demanding climate. This delegation agreement will also benefit Ramsey by generating additional revenue that the State of MN usually retains by conducting these reviews.

The City of Ramsey also holds a supplemental contract with Inspectron, Inc. for building inspection services and plan review assistance. However, services have been very minimal since late 2022 with the hiring of an addition building inspector. Staff would also recommend terminating this agreement upon receiving delegation as the two supplemental service agreements would be an unnecessary redundancy.

Two agreements are attached for review purposes. These agreements would be brought forward for formal consideration at the same time as final consideration of Ordinance #23-10.

Time Frame/Observations/Alternatives:

After the introduction of Ordinance #23-10 and the review of the draft agreements, the next steps in the process are as follows:
At the June 13, 2023 City Council meeting, adopt Ordinance #23-10 and approve agreements with RRC and DOLI; and
Publish Ordinance #23-10, which will become effective 30 days after publication; and
Execute agreements and send them to DOLI; and
It becomes effective once DOLI accepts the ordinance and agreements; and
Upon DOLI approval, terminate existing building inspection services contract with Inspectron, Inc.

Funding Source:

By conducting local plumbing plan reviews, Ramsey's building department will generate additional fee revenue. Although the exact amount remains uncertain regarding unknown remodeling, new commercial construction, and sizable public and commercial projects. The draft Agreement for Building Official Services with Rum River Consultants states the Contractor (RRC) will collect 85% of the plumbing plan review fees and the City of Ramsey will retain 15% to cover administrative fees. Staff supports the proposed fee transaction, as RRC will complete the majority of the work (plan review) and city staff will perform the administrative duties (receiving the application, disperse plan for review and issue the permit).

The 2023 adopted commercial plumbing fees are 1% of the job value, minimum $250.00 plus plan review fee for new construction and 1% of the job value, minimum $125.00 plus plan review fee for remodels and additions. The fees will remain in place for the remainder of the year. In the meantime, the Building Official will be evaluating the building permit valuation fee schedule, valuation spreadsheet and fees for fixed-fee permits which could result in proposed changes for 2024.

Recommendation:

Introduce Ordinance #23-10 and review agreement with the Minnesota Department of Labor and Industry as well as the agreement with Rum River Consultants.

Outcome/Action:

Motion to introduce Ordinance #23-10, Amendment to Chapter 105, Building and Building Regulations relative to plumbing plan review.

Attachments

Ordinance #23-10

Rum River Consultant Agreement

DOLI Plan Review Agreement

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	05/18/2023 10:56 AM
Form Started By: Kathy Schmitz		Started On: 05/16/2023 08:39 AM
Final Approval Date: 05/18/2023		

ORDINANCE NO. 23-10

AN ORDINANCE AMENDING RAMSEY CITY CODE, CHAPTER 105, BUILDINGS AND BUILDING REGULATIONS, ARTICLE II, STATE BUILDING CODE, SECTION 105-23 AND THE CREATION OF CITY CODE, CHAPTER 105, BUILDINGS AND BUILDING REGULATIONS, ARTICLE II, STATE BUILDING CODE, SECTION 105.25, PLUMBING PERMIT ADMINISTRATION, PLAN REVIEW, AND INSPECTIONS

The purpose of this amendment is to add Section 105-25 Plumbing Permit Administration, Plan Review, Inspections to Chapter 105 Buildings and Building Regulations, Article II State Building Code. The City of Ramsey does ordain that Chapter 105, Article II is hereby amended as follows:

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 105-23

The current City Code Section 105-23 is revised as follows (additions indicated by underline, deletions indicated by ~~strikethrough~~):

Sec. 105-23. - Application, administration and enforcement.
The community development department of the city shall be the enforcing agency. The code shall be enforced by the state certified building official designated by the city to administer the Minnesota State Building ~~c~~Code in compliance with Minnesota Statute 326B.133, including plumbing plan review and inspections.

SECTION 3. SECTION 105-25 ADDITION TO CITY CODE

City Code Section 105-25 is created as follows (additions indicated by underline):

Sec. 105-25. - Plumbing Permit Administration, Plan Review, and Inspections

a. All plumbing on private property within the city must comply with the provisions of the state building and plumbing code and this article.

b. Plans and specifications. Prior to the installation of a system of plumbing other than for a single-family dwelling, complete plans and specifications, together with any additional information that the building official may require, must be submitted and reviewed by the building official or their designee prior to permits and installation. Construction cannot proceed except in accordance with approved plans and specifications. Any alteration, extension, or repair of an

existing system is subject to these same requirements, unless waived by the building official in accordance with Minn. Rules, part 1300.0215.

c. Exceptions. Pursuant to Minn. Stat. § 326B.43, subd. 2(n), plumbing plans and specifications for the following projects must be submitted to the Minnesota Department of Labor and Industry for a full plan review:

    1. State-licensed facilities as defined in Minn. Stat. § 326B.103, subd. 13;
    2. Public buildings as defined in Minn. Stat. § 326B.103, subd. 11; and
    3. Projects of a special nature for which department review is requested by either the municipality or the state.

d. Inspections. New plumbing systems or parts of existing plumbing systems that have been altered, extended, or repaired shall be inspected, tested, and approved by the building official or their designee in accordance with Minn. Rules, part 1300.0215 before the plumbing system is put into use. The building official shall perform the final inspection and witness the test. The building official shall approve the plumbing system if the system complies with the requirements of this Code, any permit requirements, and the requirements of any approved plans and specification. Plumbing system tests shall comply with Minn. Rules, Chapter 4714.

e. Covering of work. No building drainage or plumbing system or part thereof shall be covered until it has been inspected, tested, and approved as herein prescribed.

f. The City of Ramsey intends to reserve the right to collect fees, issue permits and perform inspections in accordance with Minnesota Statute 326B.43, Subd. 2.

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 13th day of June, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

Introduction date:
Posting dates:
Adoption dates:
Publication date:
Effective date:

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AGREEMENT FOR BUILDING OFFICIAL SERVICES

This Agreement for Building Official Services (the "Agreement") is entered into on this 13th day of June, 2023, by and between the City of Ramsey, a Minnesota municipality, 7550 Sunwood Dr. NW, Ramsey, MN 55303 (the "Jurisdiction") and Rum River Ventures, LLC DBA Rum River Consultants, a Minnesota limited liability company, 23306 Cree Street NW, Suite 103, St. Francis, Minnesota 55070 (the "Contractor").

RECITALS

WHEREAS, the Jurisdiction is in need of professional services to fulfill the needs of their building inspection services pursuant to Minn. Stat. § 326B.133; and

WHEREAS, the Contractor has substantial experience as a Building Official and providing building department inspection services implementing the State Building Code and is otherwise qualified to assist the Jurisdiction on an as needed basis for the same; and

WHEREAS, the Jurisdiction desires to contract with the Contractor to act as a Building Official and/or provide building inspection services for the Jurisdiction; and

WHEREAS, the Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licensing of any kind that may be required to carry out said business and the tasks as set forth in this Agreement; and

WHEREAS, the Contractor is an independent contractor and may be engaged to perform the same or similar activities for other municipalities during the Term of this Agreement and the Contractor shall not work solely on behalf of the Jurisdiction.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises and covenants made herein, it is agreed as follows:

1. **Services**. The Contractor shall provide services to the Jurisdiction on an as requested basis for the prices set forth on Exhibit A attached hereto (the "Services"). The Contractor shall perform the Services in the capacity of a Certified Building Official, at the direction of the City Administrator, Community Development Director and/or Building Official, under Minn. Stat. §326B.133, in accordance with the Minnesota State Building Code, applicable Jurisdiction

Ordinances, and applicable Minnesota law. The Jurisdiction understands that all transportation expenses incurred in the course of performing the Services shall be the responsibility of the Contractor. The Contractor reserves the right to change the prices and services offered in Exhibit A. The Contractor shall provide the Jurisdiction sixty (60) days written notice in advance of any such proposed changes. The Jurisdiction agrees that in the course of performing the Services, the Contractor is acting as a public official on the Jurisdiction's behalf.

2. **Term**. This Agreement shall commence on the date first written above and be renewed automatically each calendar year (collectively referred to herein as the "Term"), unless otherwise terminated as provided herein. With the execution of this Agreement, it is the intention of the Contractor and the Jurisdiction to review this Agreement annually.

3. **Performance**. The Contractor shall complete the performance of building inspection services in accord with the conditions described in this Agreement. If any additional work outside the scope of building inspection services is contemplated, the Jurisdiction and the Contractor will mutually agree to the parameters of the additional work and anticipated costs as well as timeframe for completion. The Contractor shall maintain licenses by the State of Minnesota as a Certified Building Official and by the Minnesota Pollution Control Agency as a Certified Inspector for on-site septic systems. The Contractor shall perform the Services in a manner consistent with that of a reasonable and prudent Building Official. If any work is requested outside of the scope of the Services set forth in Exhibit A, such work shall not commence until the Contractor and the Jurisdiction agree to the terms, scope, price, and other details in writing (including via electronic mail). Such additional work shall still be subject to the terms and conditions of this Agreement.

4. **Indemnification, Hold Harmless, and Defend**. Any and all claims that arise or may arise against the Contractor, its agents, servants, or employees as a consequence of any act of malice and without good faith on the part of the Contractor or its agents, servants, or employees while engaged in the performance of the Agreement shall in no way be the obligation or responsibility of the Jurisdiction. The Contractor shall indemnify, hold harmless, and defend the Jurisdiction, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including reasonable attorney fees which the Jurisdiction, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of services performed under this Agreement or by reason of any act of malice and without good faith of the Contractor, its agents, servants, or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

This Agreement to hold harmless and indemnify shall not apply to any claim arising out of a situation where the Contractor has previously notified the Jurisdiction in writing of a failure by an owner or permit applicant to comply with the appropriate Code and the Jurisdiction fails to enforce the Code.

Nothing in this Agreement shall constitute a waiver by the Jurisdiction or the Contractor of any statutory limits or immunities from liability, including but not limited to MN Rules 1300.0110, Subpart 9 and Minnesota Statute §466.04.

5. **Independent Contractor**. The Contractor shall perform the Services as an independent contractor of the Jurisdiction, and not as an employee. No withholdings or deductions shall be made from payments due to the Contractor. The Contractor shall not be eligible for benefits, workers compensation, or unemployment benefits. To the extent allowable by law, the Contractor may subcontract the performance of certain administrative or other duties under the Agreement.

6. **Insurance**. During the entire term of this Agreement, the Contractor shall maintain the following insurances and will provide the Jurisdiction with evidence of the same upon request: (1) Commercial general liability insurance coverage with a policy limit of at least $1,500,000 per occurrence; (2) Business automobile liability coverage with a total liability limits of at least $1,500,000; and (3) Workers' compensation insurance. If the Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance, the Contractor may provide a written statement of exemption specifying the particular provision of Minn. Stat. §176.041 that exempts the Contractor from having to carry such coverage. If the Contractor is required by law to carry workers' compensation insurance, the Contractor shall, at the time of execution of this Agreement, furnish evidence satisfactory to the Jurisdiction that the Contractor maintains insurance coverage pursuant to the terms of this Agreement. Jurisdiction shall be named as an additional insured on the commercial general liability insurance policy, providing proof of the same to Jurisdiction upon request.

7. **Warranty of Workmanship and Timely Completion**. The Contractor warrants that all work completed for and within the Jurisdiction shall be done in a workmanlike and timely manner in accordance with applicable industry standards. If at any time, the Jurisdiction is in receipt of complaints or comments regarding inadequate performance, the Jurisdiction is to inform the Contractor in writing as soon as practical and allow the Contractor the ability to address and answer to said complaint or comment.

8. Amendments. Any alterations, variations, modifications, or changes of any provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the Jurisdiction and the Contractor.

9. **Regulatory Compliance**. The Contractor shall abide by all federal, state, and local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Contractor is responsible. The Contractor shall procure, at the Contractor's expense, all licenses, or other rights required for the provision of the Services. Any violation of federal, state, or local laws, statutes, ordinances, rules, or

regulations, as well as loss of any applicable license, permit, or certification by the Contractor shall constitute a material breach of this Agreement, regardless of the reason and whether or not intentional, and shall entitle the Jurisdiction to terminate this Agreement effective as of the date of such violation, failure, or loss.

10. **Data Practices Compliance**. The Contractor will have access to data collected or maintained by the Jurisdiction to the extent necessary to perform the Contractor's obligations under this Agreement. The Contractor agrees to maintain all data obtained from the Jurisdiction in the same manner as the Jurisdiction is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Jurisdiction. Upon termination of this Agreement, the Contractor agrees to return all data pertaining to the Jurisdiction within thirty (30) days of Agreement termination.

11. **Termination**. Either party may terminate this Agreement by providing sixty (60) days written notice to the other party. In the event of a material breach by either party, the Agreement may be terminated with ten (10) days written notice to the other party. In the event the Jurisdiction elects to terminate based upon an alleged material breach of the Agreement by the Contractor, the Contractor shall have ten (10) days (or the least amount of time reasonably necessary if longer than ten (10) days) to cure the breach.

12. **Billing and Payment**. Invoices shall be submitted periodically (customarily on a monthly basis) and are due and payable within thirty-five (35) days of receipt by the Jurisdiction. Past due balances may accrue interest at a rate of 1.0% per month (or the maximum rate of interest permitted by law, if less).

13. **Choice of Law and Venue**. This Agreement is being executed in and is intended to be performed in the State of Minnesota and shall be construed and enforced in accordance with Minnesota law. The parties hereto consent and agree that any legal action arising from or related to the Agreement shall be located in Anoka County District Court, State of Minnesota.

14. **Severability**. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

15. **Merger**. The Parties acknowledge and represent that no promise or representation not contained in this Agreement has been made to them and acknowledge and represent that this Agreement contains the entire understanding between the Parties and contains all terms and conditions between them.

16. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, the use of email, or other electronic medium shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Agreement, both in duplicate, on the day and year first above written.

JURISDICTION

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACTOR

_____
Andy J. Schreder, Owner

Exhibit A
Services

A. **Inspection Services and Additional Requested Work**.

a. On-call and as needed general building inspection services during normal business hours will be billed at a rate of $95.00 per hour at the direction of the City Administrator, Community Development Director and/or Building Official. This cost is applicable to all existing projects prior to the start of this contract. The Contractor reserves the right to charge additional hourly fees as needed to become familiar with projects. Inspection-related time will include necessary review of the project file, including travel time to the various inspection(s) that particular day while within the jurisdiction limits.

b. Contractor will review the construction plans and ensure that all necessary reviews and inspections are performed at a rate of 75% of the plan review fees as adopted by the Jurisdiction ("Plan Review Fees") and 75% of the permit fee as calculated by the Jurisdiction's current fee schedule ("Permit Fee"). This pertains to all new work that is delegated to the Contractor in its entirety. Under these terms, the Contractor will be responsible for all inspections until completion.

c. Response to emergency situations outside of normal business hours (Monday through Friday, 8:00 am to 4:30 pm) to evaluate building integrity and allowances to reoccupy will be done at the direction of the City Administrator, Community Development Director and/or Building Official at an hourly rate of $125.00 with a 2-hour minimum.

B. **Residential and Commercial Building Plan Review Service**s. The Contractor may provide residential and commercial building plan review services. If requested, the Contractor is authorized to bill the jurisdiction 75% of the total cost of the Plan Review Fees. This also pertains to prior received/issued permits that require additional Plan Review services due to their significant size or scope of project.

C. **Minimum Permit and Plan Review Fees**.

a. A minimum fee of $100.00 shall be payable to the Contractor for a permit of any type where the Contractor involvement is required.

b. Where plan review is performed on any permit, a minimum plan review fee of $50.00 shall be payable to the Contractor.

D. **Plumbing Plan Review Services**. The Contractor is authorized and responsible to act in the

capacity of “administrative authority” as defined in the Minnesota State Plumbing Code 4714.0203 for plumbing plan review for commercial construction and remodel work as found in Minnesota Rules 1300.0215, Subp. 6 and Minnesota Statute 326B.43, Subp. 2. The Contractor is authorized to bill the jurisdiction 85% of plumbing plan review fees.

E. **Fire Sprinkler/Alarm Plan Review Services**. The Contractor is authorized and responsible to act in the capacity of “administrative authority” as defined in MN Statute 299F.011 for plan review and inspection services for new and remodel commercial work related to fire sprinkler and alarm systems. Permits are required as specified by Section 105 of the MN State Fire Code. The Contractor is authorized to bill the jurisdiction 85% of fire sprinkler and alarm system plan review fees.

F. **Transportation Costs**. The Contractor shall provide transportation to meetings and site inspections within the Jurisdiction at no additional cost in situations where the Contractor has received a percentage of the permit fee. When projects are billed at an hourly rate, transportation costs will include travel time to the various inspection(s) while within the jurisdiction limits.

G. **Septic Systems**. The Contractor may provide system design review and inspection services for residential and commercial septic systems.

    a. New residential septic systems, the Contractor is authorized to bill the jurisdiction at a rate of $250.00.

    b. Alteration and repair services for residential septic systems will be billed at a rate of $200.00.

    c. The Contractor is authorized to bill the jurisdiction for review and inspection services for new commercial and alteration/repair commercial septic systems, in accordance with Minnesota Statute 326B.153, Subdivision 1. The minimum fee for all new commercial septic systems will be $250.00.

    d. The Contractor will receive 15% of permit fees captured on all advanced septic systems.

H. **State Delegation**.
    a. The Contractor may provide Plan review for Public Buildings and State Licensed Facilities per MN Statute 326B.103 at a rate of 85% of the plan review fees collected in accordance with the Jurisdiction’s adopted fee schedule.

b. The Contractor may provide Fire Sprinkler/Alarm plan review and other Fire inspection services for Public Buildings and State Licensed Facilities at a rate of 85% of the plan review fees collected in accordance with the Jurisdiction's adopted fee schedule and 85% of the permit fees collected in accordance with the Jurisdiction's adopted fee schedule.

c. The Contractor may provide Mechanical Plan Review and Inspections for Public Buildings and State Licensed Facilities at a rate of 85% of the plan review fees collected in accordance with the Jurisdiction's adopted fee schedule and 85% of the permit fees collected in accordance with the Jurisdiction's adopted fee schedule.

l. **Other Services Not Identified**. If the Contractor is requested for a service not identified in "Exhibit A", the rate charged is $95.00 per hour.

Minnesota Department of Labor and Industry
Construction Codes and Licensing Division
Plumbing Plan Review
443 Lafayette Road North St. Paul, MN 55155
Phone: (651) 284-5063
www.dli.mn.gov

Plumbing Plan Review Agreement Application

Under Minnesota Statutes, section 326B.43, subd. 2, the commissioner of the Department of Labor and Industry (DLI) may enter into an agreement with a municipality, in which the municipality agrees to perform plan review and specifications of plumbing systems in their jurisdiction subject to statutory requirements. Certain types of plans must still be submitted to DLI.

To request a formal plumbing plan review agreement, this application and all requested documents must be completed and submitted to: **Judy.Tacheny@state.mn.us.** Incomplete application will be rejected.

1. MUNICIPALITY INFORMATION

MUNICIPALITY NAME			DATE
ADDRESS			EMAIL
CITY	STATE	ZIP CODE	PHONE
BUILDING OFFICIAL NAME			
MAILING ADDRESS			PHONE
CITY	STATE	ZIP CODE	E-MAIL

APPROVED PLUMBING PLAN REVIEWER(S). If reviewer is contracted through a private company, check here X and submit contract for review.

NAME	LICENSE #	E-MAIL/PHONE
NAME	LICENSE #	E-MAIL/PHONE

2. REQUIRED DOCUMENTS THAT MUST BE ADOPTED BY ORDINANCES

Submit copies of following relevant ordinances:

1. The ordinance in which the municipality adopts the Minnesota Plumbing Code.
   (*Adoption of the Minnesota State Building Code by ordinance includes adoption of the Minnesota Plumbing Code, Chapter 4714.)*

2. The ordinance that requires plumbing plans and specifications to be submitted, reviewed, and approved by the municipality. The ordinance must clearly state exceptions for projects listed in Minnesota Statutes, section 326B.43 subd. 2(n) as listed below as those must be submitted to DLI for plan review. Plumbing plans and specifications for the following projects shall be submitted to DLI for plan review.
   a) State-licensed facilities (as defined in section 326B.103, subd. 13).
   b) Public buildings (as defined in section 326B.103, subd. 11).
   c) Projects of a special nature for which department review is requested by either the municipality or the state.

3. The ordinance that authorizes the municipality to perform plumbing inspections required by the Minnesota Plumbing Code. *(Plumbing inspections, testing, and permits are subject to Minn. Rules, part 1300.0215, subparts 1 through 5.)*

4. The ordinance that authorizes the municipality to administer and enforce the Minnesota Plumbing Code in accordance with Minnesota Statutes, section 326B.121. *(Enforcing the Minnesota State Building Code by ordinance automatically includes and requires enforcement of the Minnesota Plumbing Code.)*

Copies of the above required ordinances must be submitted with this application to be considered.

3. AGREEMENT

Upon approval of the application by the commissioner, the municipality agrees (see Minn. Stat. § 326B.43, subd. 2):

1. To review plumbing plans and specifications for all construction for which requires review and approval of plumbing plans and specifications per Minnesota Rules, part 1300.0215, subpart 6, except all plumbing plans and specifications for the following types of projects (state) within the municipality must be forwarded to the DLI for review:
   a) State-licensed facilities (See Minn.Stat. § 326b.103, subd. 13);
   b) public buildings (See Minn.Stat. § 326b.103, subd. 11); and
   c) projects of a special nature for which department review is requested by either the municipality or the state. (E.g., Dialysis facilities are an example of projects of a special nature that is reviewed by the state.)

   Where the municipality forwards to the state for plan review, the municipality shall not collect any fee for plan review, and the commissioner shall collect all applicable fees for plan review.

2. The plan review will:
   a) Reflect the degree to which the plans and specifications affect the public health and conform to the provisions of the plumbing code;
   b) ensure that there is no physical connection between water supply systems that are safe for domestic use and those that are unsafe for domestic use; and
   c) ensure that there is no apparatus through which unsafe water may be discharged or drawn into a safe water supply system.

3. Individuals who perform the plumbing plan reviews for the municipality have passed a competency assessment reviewing plans and specification, are approved by the commissioner and are:
   a) Licensed master plumbers;
   b) licensed professional engineers; or
   c) individuals who are working under the supervision of a licensed professional engineer or licensed master plumber and who are licensed master or journeyman plumbers or hold a postsecondary degree in engineering.

4. To perform all inspections for projects in which they plan review. Individuals who conduct the plumbing inspections for the municipality are licensed master or journeyman plumbers, or inspectors meeting the competency requirements established in rules adopted under section 326B.135, except for individuals who conduct plumbing inspections for the DLI (state) projects listed in item 1 above must be licensed plumbers.

5. Individuals who conduct inspections and the plumbing plan reviews for the municipality shall not have any conflict of interest in conducting the inspections and the plan reviews.

6. To enforce in its entirety the plumbing code on all projects.

7. To keep official records of all documents received, including plans, specifications, surveys, and plot plans, and of all plan reviews, permits and certificates issued, reports of inspections, and notices issued in connection with plumbing inspections and the review of plumbing plans. These records shall be maintained in the official records of the municipality for the period required for the retention of public records under Minnesota Statutes, section 138.17, and shall make these records readily available for review at the request of the commissioner.

8. That the municipality does not have in effect the plumbing code or any of ordinances described in Section 2 above at any time after the agreement has been approved, the municipality will notify the commissioner in writing in advance or within 10 days of the changes if advance notice is not possible.

9. If the commissioner determines that the municipality is not properly administering and enforcing the plumbing code or is otherwise not complying with the agreement the commissioner may terminate the agreement in accordance with Minnesota Statutes, section 326B.43, subd. 2(l).

10. Not to revoke, suspend, or place restrictions on any plumbing license issued by the state.

Agreement Acknowledgement:

NAME	DATE	MUNICIPAL BUILDING OFFICIAL SIGNATURE
NAME	DATE	CITY ADMINISTER OR CITY CLERK SIGNATURE

This material can be made available in different forms, such as large print, Braille or on a tape. To request, call 1-800-342-5354.
PPRA 7.11.2022

CC Regular Session **7. 4.**

Meeting Date: 05/23/2023

Submitted For: Stephanie Hanson, Community Development

By: Stephanie Hanson, Community Development

Information

Title:

Adopt Ordinance #23-09 Interim Ordinance Regulating the Sale of THC

Purpose/Background:

At the May 9, 2023 regularly scheduled City Council meeting, a public hearing was held to introduce Ordinance #23-09 with no public comments received. If adopted, the ordinance will prohibit the establishment of new uses or the expansion of existing uses related to sales, testing, manufacturing, and distribution of real THC products and chemically related products for up to one (10) year or until City Council determines the proper regulations are in place for the sale of adult-use cannabis. During the duration of the interim ordinance, staff will be working with the Office of Cannabis Management to complete the following:

1. Develop ordinances for reasonable restrictions of the operation of a cannabis or hemp business;
2. Develop standardized forms and procedures for the issuance of retail registration, and
3. Develop policies and procedures for performance compliance check.

As of now, the House and Senate have voted to pass the bill to regulate adult-use cannabis. Currently, the bill is in the Conference Committee to iron out a couple differences between the House and Senate. Once this is complete, it will go before the Governor for final signature. The sale of Adult-Use Cannabis may be effective as soon as January 1, 2024; therefore, it is pertinent for staff to get the proper regulations in place prior to 2024.

Notification:

A notice of Public Hearing for May 9, 2023 was published on April 28, 2023.

Time Frame/Observations/Alternatives:

Alternative 1: Adopt Ordinance #23-09
Alternative 2: Deny Ordinance #23-09. If denied, new establishments could continue to open up under the regulations established in state statute.

Recommendation:

Staff recommends City Council adopt Ordinance #23-09.

Outcome/Action:

Motion to adopt Ordinance #23-09, An Interim Ordinance Prohibiting the Establishment of New Uses or the Expansion of Existing Uses Related to Sales, Testing, Manufacturing and Distribution of Real Tetrahydrocannabinol (THC) and Chemically Related Products.

Attachments

Ordinance #23-09

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	05/18/2023 09:41 AM
Form Started By: Stephanie Hanson		Started On: 05/11/2023 02:20 PM
Final Approval Date: 05/18/2023		

ORDINANCE #23-09

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN INTERIM ORDINANCE PROHIBITING THE ESTABLISHMENT OF NEW USES OR THE EXPANSION OF EXITING USES RELATED TO SALES, TESTING, MANUFATURING, AND DISTRIBUTION OF REAL TETRAHYDROCANNABINOL (THC) PRODUCTS AND CHEMICALLY RELATED PRODUCTS

The City of Ramsey Ordains:

Preamble: The interim ordinance is applicable to all of the City of Ramsey for the purpose of protecting the planning process and the health, safety, and welfare of its citizens related to the recently legalized sale of edible cannabinoid products containing Tetrahydrocannabinol (THC). A prohibition on the establishment of new uses or the expansion of existing uses related to the sale of such products is necessary to ensure that the City has sufficient time to study potential regulations that will protect the health and safety of the residents of Ramsey. There is insufficient time to complete the ordinary procedure for introduction and adoption of a City ordinance as required by City Charter.

SECTION 1. AUTHORITY AND FINDINGS

A. The Minnesota Legislature recently amended Minnesota Statutes, Section 151.72 relating to the sale of certain cannabinoid products. The new law permits the sale of edible cannabinoid products, provided that a product sold for human or animal consumption does not contain more than 0.3 percent of tetrahydrocannabinol and an edible cannabinoid product does not contain an amount of any tetrahydrocannabinol that exceeds more than five milligrams of any tetrahydrocannabinol in a single serving, or more than a total of 50 milligrams of any tetrahydrocannabinol per package ("THC Products"). Sales of THC and chemically related product became legal on July 1, 2022.
B. The new law allows sales and establishes some labeling and testing requirements, but it does not establish any licensing criteria or parameters for compliance by retailers. The new law does not prohibit local regulation.
C. Minnesota Statutes, Section 462.355, subd. 4 provides that if a municipality is conducting studies or has authorized a study to be conducted for the purpose of considering adoption or amendment to an official control, the City Council may adopt an interim ordinance for the purpose of protecting the planning process and the health, safety, and welfare of its citizens. An interim ordinance may regulate, restrict, or prohibit any use within the city for a period not to exceed one year from the effective date of the interim ordinance. Many cities have adopted interim ordinances to study the impacts of certain uses and deterring whether regulations are appropriate for the purpose of protecting the pubic health, safety, and welfare of their citizens; and
D. The City Council believes that authorizing a study regarding the types of uses that involve the sales, testing, manufacturing, and distribution of THC Products and any chemically related

product is necessary to evaluate the regulatory options available to the City and is for the purpose of protecting the health and safety of Ramsey's residents.

E. Upon passage of the aforementioned legislation, further discussion occurred nationally and in Minnesota about expansion of the allowance of THC and chemically related products that were outside of the express regulation provided in Minnesota. Regulation of such things as locations of distribution points of any and all kinds of THC products and any chemically related product are matters of immediate concern as they relate to the health and safety of the citizens of Ramsey. It is necessary, in order to protect the health, safety and welfare of the citizens of the City to have as broad a study as possible in this area prior to allowing the sale and/or distribution of any such products within the City.
F. The City of Ramsey will work with the Office of Cannabis Management to develop ordinances for reasonable restrictions on the time, place, and manner of the operation of a cannabis business or hemp business; develop standardized forms and procedures for the issuance of retail registration pursuant to section 342.22; and develop model policies and procedures for the performance of compliance checks required under section 342.22.

SECTION 2. <u>STUDY</u>

The City Council hereby authorizes and directs City Staff to conduct a study of the issues relating to the sales, testing, manufacturing, and distribution of THC Products and chemically related products. Staff will then make a recommendation to the City Council about whether the City should amend its zoning, business licensing, or other general Code provisions related to these types of uses to better protect the residents of Ramsey.

SECTION 3. <u>MORATORIUM</u>

In accordance with the findings set forth herein, a moratorium is established as follows:

A. No business, person, or entity may establish a new use or expand an existing use that includes or involves the sale, testing, manufacturing, or distribution of THC Products or chemically related products for a period of twelve (12) months from the effective date of this Ordinance or until the City Council repeals this Ordinance, whichever occurs first.
B. During the term of this Ordinance, the City Staff will not issue any license or permit, nor will it accept or process any applications for uses related to the sale, testing, manufacturing, or distribution of THC Products or chemically related products.
C. The moratorium established by this Ordinance does not apply to the sale, testing, manufacturing, or distribution of products that were lawful prior to enactment of the new law relating to THC Products and chemically related product.

SECTION 4. <u>ENFORCEMENT</u>

In addition to any criminal penalties allowed by law, the City may enforce this Interim Ordinance by injunction or any other appropriate civil remedy in any court of competent jurisdiction. A violation of this Ordinance is also subject to the City's general penalty in Section 2-333 and Section 2-334 of Ramsey City Code.

SECTION 5. SEVERABILITY

Every section, subsection, provision, or part of this Ordinance is declared severable from every other section, subsection, provision, or part. If any section, subsection, provision, or part of this interim ordinance is adjudged to be invalid by a court of competent jurisdiction, such judgement shall not invalidate any other section, subsection, provision, or part.

SECTION 6. EFFECTIVE DATE; DURATION

Pursuant to Section 3.6 of the City Charter, this emergency ordinance shall become effective immediately upon its adoption without previous filing or voting, and may be adopted finally at the meeting at which it is first introduced and voted upon by the City Council. No prosecution shall be based upon the provisions of his Ordinance until 24 hours after the Ordinance has been adopted, filed with the City Clerk, and either has been posted in three conspicuous places in the city or published as provided for in the City Charter, or the person charged with violation thereof had actual notice of the Ordinance prior to the act or omission resulting in the prosecution. It shall be effective until the earlier of the following events: (a.) one year from the effective date of this Ordinance or (b.) the date upon which the City Council adopts an ordinance repealing this Ordinance.

SECTION 7. SUMMARY

That the following summary clearly informs the public of the intent and effect of the Ordinance and is approved for publication: "The purpose of this Ordinance is to authorize a study related to the sales, testing, manufacturing, and distribution of recently-legalized consumable cannabinoid products. City Staff will then make a recommendation to the City Council about whether the City should amend its zoning, business licensing, or other general Code provisions related to these types of products and associated uses to better protect the residents of Ramsey. During the term of this Ordinance, no business, person, or entity may establish a new use or expand an existing use that includes or involves the sale, testing, manufacturing, or distribution of THC products or chemically related products, whether or not legalized on July 1, 2022, by the Minnesota Legislature's amendment of Minnesota Statues, Section 151.72."

PASSED by the City Council of the City of Ramsey, Minnesota, the 23rd day of May, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **7. 5.**

Meeting Date: 05/23/2023

Submitted For: Joe Feriancek, Engineering/Public Works

By: Joe Feriancek, Engineering/Public Works

Information

Title:

Adopt Resolution #23-104 Accepting Bids and Awarding Contract for Improvement Project #23-05, Barthel's Rum River Acres 2nd Street Reconstructions

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #23-104 accepting bids and awarding contract for Improvement Project #23-05, Barthel's Rum River Acres 2nd Street Reconstructions.

Background:

City Improvement Project #23-05 proposes to reconstruct the streets within the Barthel's Rum River Acres 2nd subdivision, generally located between 161st Avenue and 164th Avenue, adjacent to the Rum River. The streets are 24 feet wide rural section with drainage swales along both sides of the streets, totaling 1.64 miles in length. A street segment summary is attached to this case for reference.

Project History

- 2023 – 2032 Capital Improvement Program – listed as street reconstruction for 2023
- Resolution #22-204 & Resolution #22-202 adopted August 23, 2022, City Council accepted proposals for geotechnical report and topographic survey
- November 15, 2022 Public Works Committee recommended City Council order plans and specifications
- Resolution #22-286 adopted December 13, 2022, City Council ordered plans and specifications
- Resolution #23-047 adopted February 28, 2023, City Council accepted a proposal for an addendum to the geotechnical report
- April 18, 2023 Public Works Committee recommended City Council approve plans and specifications and authorize advertisement for bids
- Resolution #23-082 adopted April 25, 2023, City Council approved plans and specifications and authorized advertisement for bids
- May 19, 2023 bids were publicly opened.

Pavement History

The streets within the subdivision were built in 1988. Pavement maintenance has included an initial round of crack seal / seal coat improvements in 1994. In 1997 161st Lane and Dysprosium Street received overlay improvements. All street segments received 2 more rounds of crack seal / seal coat improvements in 2001 and 2009. Maintenance crews have performed patching over the last several years, including patching some areas of the road with clay subgrade coming to the surface. 2021 PASER values we 2 for all street segments. PASER values of 2 are as low as any street segments within the City.

Ground Penetrating Radar (GPR) was performed on the street segments. Bituminous pavement thickness averages were between 3.0 and 3.7 inches thick on the various street segment. Aggregate base thickness was found to vary between 4.0 and 4.6 inches thick. GPR data was not available for some street segments. The GPR summary is included in the attached street segment summary.

Proposed Improvements

Staff review of the geotechnical report found a mix of native sandy and clayey alluvial soils made up the sub-base material. The sandy materials are well suited for pavement support and are considered non-frost susceptible and

are also free draining materials. The clayey soils are considered undesirable materials, and are proposed to be replaced with 2 feet of select granular material on top of geotechnical fabric. Generally, these subsoil corrections are proposed along 164th Avenue, the northern portion of Germanium Street, and 161st Avenue connecting into the Estates of Silver Oaks subdivision. Additionally, the southern portion of Germanium Street and adjacent 161st Lane was found to have a high-water table, which seasonally impacts the strength of the pavement section. The project proposes to raise the elevation of the pavement approximately 1-foot to allow the pavement section to be dry during seasonally high-water. In the areas not requiring corrections, Staff is proposing to use a pavement section made up of 6-inches in-place reclamation material below 3.5-inches of new bituminous pavement.

This project proposes to remove the stub street at the corner of Dysprosium Street and 161st Lane, and create a true corner, since the development of the adjacent Scout Camp property is not currently proposed to occur.

In general, the current swales along the streets are not proposed to be re-graded as part of this project. Due to the nature of subsoil corrections, and raising the profile of the pavement, some areas of the project will have impacts to the in-slopes between the pavement and bottom of the swales. No changes to the current drainage patterns are proposed. The existing culverts crossing the streets are proposed to be removed and replaced, this is to ensure the culverts will last at least through the proposed 60-year design life of the street. Due to the subsoil corrections, drain tile will be added in the low areas to properly drain the pavement subbase. The drain tile is proposed to drain into the existing swales.

Anticipated Build Process

- Install traffic control and erosion control measures
  - These are maintained throughout the project
- Project removals
  - Perform subsoil corrections
- Remove excess reclaim material, shape and compact remaining material
  - In non-correction areas, 6 inches of reclaim material is proposed to remain in-place
  - Excess reclaim is stockpiled and will be used on future City projects
- Remove and replace storm culverts crossing the streets
- Place aggregate base in subsoil correction areas
- Raise grade as required in high ground water area
  - Near intersection of Germanium Street and 161st Lane
- Place first lift of bituminous pavement
- Finish driveway repairs
- Restore the boulevard in any impacted areas
  - 2 inches topsoil, seed and hydro-mulch
- Traffic control devices are removed as the project allows
- Place the final lift of bituminous pavement
- Erosion control measures are removed after restoration has been complete and new turf is established

Preliminary Schedule Remaining

- Staff Receives Bids
  - May 19, 2023
- Council Awards Contract to the lowest responsible bidder
  - May 23, 2023
- Contractor begins construction
  - June 2023
- Contractor Substantially Completes construction
  - September 1, 2023
- Contractor Final Completion (verify final restoration, punch list created)
  - September 29, 2023

The proposed improvements are designated as City Improvement Project #23-05, Barthel's Rum River Acres 2nd Street Reconstructions.

Notification:

If Council awards a contract letters will be mailed to property owners with updates on the project status. Engineering Staff maintains City Improvement webpages with the most current project information, this can be found on the City website, Engineering department page.

Time Frame/Observations/Alternatives:

Alternatives:
Alternative #1 – Motion to adopt Resolution #23-104 accepting bids and awarding contract for Improvement Project #23-05, Barthel's Rum River Acres 2nd Street Reconstructions.

Alternative #2 – Motion of other.

Funding Source:
Funding for this improvement is proposed to come from Pavement Management Funds and Stormwater Utility Funds.

Bids were advertised on Friday, April 28, and again on Friday May 5, 2023, in the City's official newspaper, the Anoka Union Herald. On May 19, 2023 a total of three (3) bids were received, opened, and tabulated, and the following bids were found to comply with the advertisement for bids.

Contractor	**Total Bid**
Douglass-Kerr Underground, L.L.C.	$1,198,428.85
New Look Contracting, Inc.	$1,298,720.25
Park Construction Company	$1,571,339.47
Engineer's Estimate	*$1,496,939.86*

The bid of Douglass-Kerr Underground, L.L.C. in the amount of $1,198,428.85 for the total bid construction of said improvements in accordance with the approved plans and specifications and advertisement for bids, is the lowest responsible bidder. Adding indirect costs in the amount of 23-percent brings the total project costs to $1,474,067.49.

The low bid is 20-percent less than the engineer's estimate, primarily due to lower than anticipated bituminous and excavation costs.

Funding Source Breakdown:

Funding Source	**Construction Costs**	**Indirect Costs**	**Total Costs**
Pavement Management Funds	$969,519.80	$222,989.55	$1,192,509.35
Stormwater Utility Funds	$228,909.05	$52,649.08	$281,558.13
Project Total	***$1,198,428.85***	***$275,638.63***	***$1,474,067.49***

Hakanson Anderson submitted a proposal for construction staking of the proposed improvements for a total not-to-exceed amount of $13,540.00. The construction staking is included in the indirect project costs, and proposed to be paid with Pavement Management funds.

City Staff proposes to administer and inspect construction. Plans and specifications were prepared in-house as part of Staff's normal duties.

Recommendation:
Staff recommends adopting Resolution #23-104 accepting bids and awarding contract for Improvement Project #23-05, Barthel's Rum River Acres 2nd Street Reconstructions.

Outcome/Action:

Motion to adopt Resolution #23-104 accepting bids and awarding contract for Improvement Project #23-05, Barthel's Rum River Acres 2nd Street Reconstructions.

Attachments

Resolution 23-104

23-05 Barthels Rum River Acres 2nd Staking

23-05 Title Sheet

23-05 Street Summary

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	05/18/2023 12:00 PM
Brian Hagen	Brian Hagen	05/18/2023 12:04 PM
Form Started By: Joe Feriancek		Started On: 05/15/2023 07:49 AM
Final Approval Date: 05/19/2023		

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

RESOLUTION #23-104

RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR IMPROVEMENT PROJECT #23-05, BARTHEL'S RUM RIVER ACRES 2nd ADDITION STREET RECONSTRUCTIONS

WHEREAS, the City of Ramsey proposes to reconstruct the streets within the Barthel's Rum River Acres 2nd subdivision; and

WHEREAS, pursuant to Ramsey City Council Resolution #22-202, adopted August 23, 2022, City Council accepted and awarded the proposal to Hakanson Anderson for Topographic Survey of the project area; and

WHEREAS, pursuant to Ramsey City Council Resolution #22-204, adopted August 23, 2022, the City Council awarded a contract to Haugo Geotechnical Services to prepare a geotechnical report for Improvement Project #23-05, Barthel's Rum River Acres 2nd Addition Street Reconstructions, including 13 soil borings and pavement cores; and

WHEREAS, pursuant to Ramsey City Council Resolution #22-286, adopted December 13, 2022, the City Engineer was ordered to prepare plans and specifications for Improvement Project #23-05, Barthel's Rum River Acres 2nd Addition Street Reconstructions; and

WHEREAS, pursuant to Ramsey City Council Resolution #23-047 adopted February 28, 2023, the City Council awarded Haugo Geotechnical Services an addendum to the current contract for said project and plans and specs have been updated with said information; and

WHEREAS, pursuant to Ramsey City Council Resolution #23-082, adopted April 25th 2023, the City Council approved plans and specifications as prepared by the City Engineer authorized advertisement for bids for same improvements; and

WHEREAS, proposals were received for Construction Staking of $13,540.00 from Hakanson Anderson for same improvements; and

WHEREAS, bids were advertised in the Anoka Union Herald and Finance and Commerce newspaper on April 28, 2023 and May 5, 2023; and

WHEREAS three (3) bids were received, opened and tabulated on May 19, 2023, and the following bids were found to comply with the approved plans and specifications and advertisements for bids; and

Company	Bid
Douglass-Kerr Underground, L.L.C.	$1,198,428.85
New Look Contracting, Inc.	$1,298,720.25
Park Construction Company	$1,571,339.47

WHEREAS, the bid Douglass-Kerr Underground, L.L.C. of Mora, Minnesota, in the

amount of $1,198,428.85 for the total bid for construction of the improvements in accordance with the approved plans and specifications and advertisement for bids, is the lowest responsible bidder and their bid shall be and hereby is accepted.

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

1) The Mayor and City Administrator are hereby authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Ramsey.
2) The City Administrator is hereby authorized and directed to accept Hakanson Anderson proposal for construction staking for said improvements on behalf of the City of Ramsey.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of May, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

Hakanson Anderson

Main Office:
3601 Thurston Avenue, Anoka, MN 55303
Phone: 763/427-5860
www.haa-inc.com

45 YEARS

May 18, 2023 SENT VIA EMAIL: lczech@ci.ramsey.mn.us

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

RE: Construction Staking Services – City of Ramsey Projects 23-05 Barthels Rum River Acres 2nd

Dear Mr. Czech:

Thank you for the opportunity to submit a proposal for our services on the above projects. I understand that the scope of our services is to provide construction staking services as needed and directed.

SCOPE OF WORK

- Office setup and coordination
- Stake the silt fence
- Stake 9 culverts and 2 storm structures
- Stake drain tile including 2 headwalls
- Grade stakes for 2,835 feet of subgrade excavation
- Blue top 8,600 feet of centerline every 50 feet

Fixed Fee……..……...…… $13,540.00

- As-built Surveys are not included in this estimate

The above stated hourly amount is based on survey control points being found in place, electronic files of necessary construction documents being available for our use and a one-time staking per item. Significant re-staking and services provided in addition to those proposed will be billed hourly per the attached standard fee schedule.

To better serve you, we request that final plans and specifications for new projects arrive in our office a minimum of five working days before staking is needed on site. After staking has started on site, a two to three-day notice for return visits is requested. It is the contractor's responsibility to provide shop drawings or updated plans when applicable.

If this proposal meets with your approval, please sign the acceptance below and return a copy to our office. If you have any questions or need any further information, feel free to call at your convenience. 763-852-0486

Sincerely,
Hakanson Anderson Associates

Brian Person PLS
Vice President

ACCEPTANCE OF PROPOSAL: The above fees and conditions are satisfactory and hereby accepted. Hakanson Anderson Associates is authorized to do the work as specified. Invoices for the above work will be issued on a monthly basis and at the completion of the project. Payment for invoices will be due within thirty (30) days of the date of billing.

Accepted by: _____ Date: _____
Name/Title

Hakanson Anderson

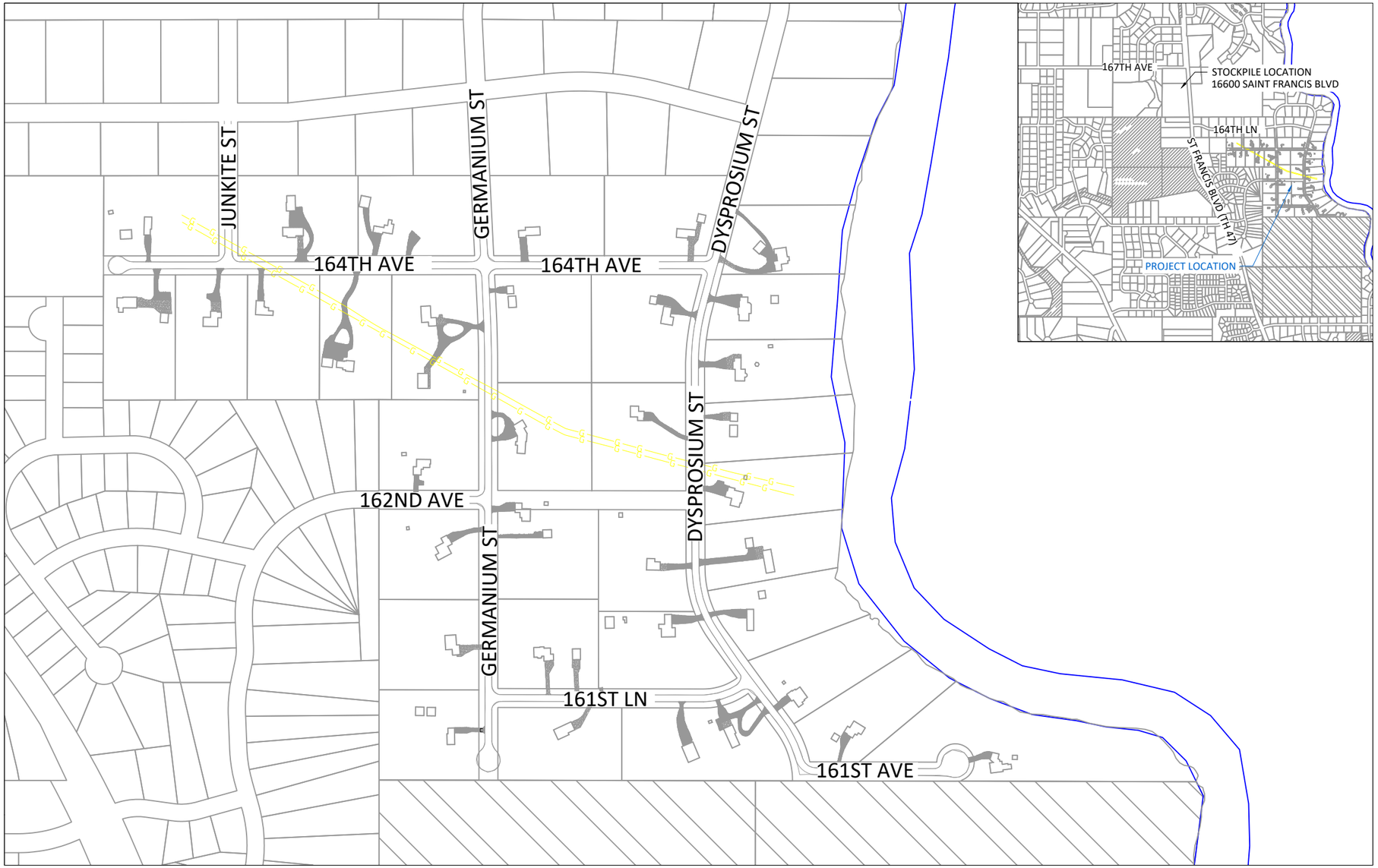
Main Office:
3601 Thurston Avenue, Anoka, MN 55303
Phone: 763/427-5860 Fax: 763/427-0520
www.haa-inc.com

45 YEARS

HAKANSON ANDERSON
2023 HOURLY BILLING RATES

Project Manager (Reduced Rate)	$140.00
Principal Engineer Standard Rate	$150.00
Senior Project Manager / Design Engineer	$130.00
Design Engineer / Project Manager	$90.00 - $125.00
Civil Technician	$85.00 - $115.00
GIS Technician	$85.00 - $115.00
Principal Land Surveyor, P.L.S.	$140.00
Land Surveyor P.L.S.	$130.00
Survey Project Manager	$110.00 - $130.00
Survey Office Technician	$85.00 - $115.00
Survey Crew Chief	$112.00
Survey Field Technician	$75.00 - $100.00
GPS/Robotic Total Station	$40.00
Hydrographic Survey Equipment	$60.00
Senior Construction Observer	$108.00
Construction Observer	$80.00 - $103.00
Wetland Specialist	$95.00 - $130.00
Administrative Assistant	$65.00 - $80.00
Mileage	IRS Rate

CITY OF RAMSEY
BARTHELS RUM RIVER ACRES 2ND RECONSTRUCTION
CITY IMPROVEMENT PROJECT NO. 23-05



GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE "SUPPLEMENTAL SPECIFICATIONS" DATED SEPTEMBER 2022 SHALL GOVERN.

ALL FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ORDINANCES SHALL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

SHEET INDEX

THIS PLAN CONTAINS 66 SHEETS

SHEET No.	DESCRIPTION
01	TITLE SHEET
02	STATEMENT OF ESTIMATED QUANTITIES
03	ALIGNMENT LAYOUT
04	TYPICAL SECTION
05	CITY DETAILS
06 - 07	SWPPP
08 - 16	EROSION CONTROL
17 - 25	REMOVALS
26 - 43	STREET IMPROVEMENTS
44 - 66	CROSS SECTIONS

LEGEND

SANITARY MANHOLE	Easement - Drainage & Utility
STORM SEWER MANHOLE	Easement - Northern Natural Gas
CATCH BASIN MANHOLE	Easement - Roadway
CATCH BASIN	LOT LINE
CATCH BASIN - GROUT	ELECTRIC LINE
CATCH BASIN - RESET	ELECTRIC LINE - BURIED
FLARED END SECTION	ELECTRIC LINE - OVERHEAD
CULVERT END SECTION	GAS LINE
HYDRANT	TELECOMMUNICATION LINE
VALVE	TELECOMM - OVERHEAD
TREE - CONIFEROUS	FIBER OPTIC LINE
TREE - DECIDUOUS	TREE LINE
SHRUB	LANDSCAPE
LIGHT POLE	RETAINING WALL
SIGN	FENCE
MAILBOX	SILT FENCE
PEDESTAL - TELECOM	FLOTATION SILT CURTAIN
PEDESTAL - ELECTRIC	WATERMAIN
HAND HOLE	SANITARY SEWER
DRIVE - BITUMINOUS	STORM SEWER
DRIVE - CONCRETE	DRAIN TILE
DRIVE - GRAVEL	LANDSCAPE - ROCK
CONCRETE WALK	LANDSCAPE - MULCH
BITUMINOUS TRAIL	LANDSCAPE - RIP RAP
REMOVE BIT PAVE	PR. DRIVE - BITUMINOUS
REMOVE CONCRETE PAVE	PR. DRIVE - CONCRETE
REMOVE GRAVEL SURFACE	PR. DRIVE - GRAVEL
MILL BIT PAVEMENT	PR. CONCRETE WALK
RECLAIM BIT PAVEMENT	PR. CONCRETE
CONSTRUCTION EXIT	PR. SEEDING AREA
RIPRAP CLASSIII	

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

JOE FERIANCEK, P.E.
ASSISTANT CITY ENGINEER

57095 LIC. NO.

DATE 05/04/23

DATE	REVISION

SHEET 01 OF 66 SHEETS

0 200 400 600
SCALE (FEET)

N

City of RAMSEY

CITY OF RAMSEY
7550 SUNWOOD DRIVE
RAMSEY, MN 55303
(763) 427-1410 FAX (763) 433-9898

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL 1-800-252-1166 OR 651-454-0002

GSOC

Call before you dig
811
651 454-0002 Metro
800 252-1166 Outstate
www.gopherstateonecall.org

May 04, 2023 - 3:33pm
C:\Users\czech\Documents\AutoCAD Sheet Sets\01 23-05 TITLE SHEET.dwg

IP 23-05 Barthel's Rum River Acres 2nd
Street Segment Summary

Street Description				Street History							GPR Summary		
Street	**Segment Description**	**Length (feet)**	**Section (Urban / Rural)**	**2021 PASER**	**Year Built**	**Maint. 1**	**Maint. 2**	**Maint. 3**	**Maint. 4**	**Maint. 5**	**Avg HMA (inches)**	**Avg Agg. Base (inches)**	**Avg Section (inches)**
161st Avenue	Dysprosium St / E CDS	606	Rural	2	1988	SC 1994	SC 2001				3.7	4.6	8.3
161st Lane	Germanium St / Dysprosium St	926	Rural	2	1988			OL 1997	SC 2001	SC 2009	3.5**	4.5**	8.0**
162nd Lane	W EOP / Germanium St	375	Rural	2	1988	SC 1994	SC 2001				3.4	4.3	7.7
164th Avenue	Germanium St / Dysprosium St	786	Rural	2	1988	SC 1994	SC 2001				3.0	4.0	7.0
164th Avenue	Junkite St / Germanium St	889	Rural	2	1988	SC 1994	SC 2001				3.0	4.0	7.0
164th Avenue	W EOP / Junkite St	433	Rural	2	1988	SC 1994	SC 2001				3.0	4.0	7.0
Dysprosium Street	161st Ave / 161st Ln	384	Rural	2	1988			OL 1997	SC 2001	SC 2009	3.5**	4.5**	8.0**
Dysprosium Street	161st Ln / 162nd Ln	665	Rural	2	1988			OL 1997	SC 2001	SC 2009	3.5**	4.5**	8.0**
Dysprosium Street	162nd Ln / 164th Ave	828	Rural	2	1988			OL 1997	SC 2001	SC 2009	3.5**	4.5**	8.0**
Dysprosium Street	164th Ave / N EOP	326	Rural	2	1988			OL 1997	SC 2001	SC 2009	3.5**	4.5**	8.0**
Germanium Street	161st Ln / 162nd Ln	698	Rural	2	1988	SC 1994	SC 2001				3.5	4.5	8.0
Germanium Street	162nd Ln / 164th Ave	822	Rural	2	1988	SC 1994	SC 2001				3.5	4.5	8.0
Germanium Street	164th Ave / N EOP	309	Rural	2	1988	SC 1994	SC 2001				3.5	4.5	8.0
Germanium Street	S EOP / 161st Ln	272	Rural	2	1988	SC 1994	SC 2001				3.5	4.5	8.0
Junkite Street	164th Ave / N EOP	321	Rural	2	1988	SC 1994	SC 2001				3.0	4.5	7.5
	Total Length	**8,640**	**1.64 mi.**										

** GPR not able to detect Agg. Base*

*** Estimated Depths, GPR not available*

CC Regular Session **7. 6.**

Meeting Date: 05/23/2023

By: Bruce Westby, Engineering/Public Works

Information

Title:

Adopt Resolution #23-114 Approving Plans and Specifications and Authorizing Advertisements for Bids for Improvement Project #23-04, 167th Avenue Reconstruction, CSAH 5 to Highway 47

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #23-114 approving plans and specifications and authorizing advertisements for bids for Improvement Project #23-04, 167th Avenue Reconstruction, CSAH 5 to Highway 47.

Background:

City Improvement Project 23-04 proposes to reconstruct 167th Avenue between Nowthen Boulevard (CSAH 5) and Saint Francis Boulevard (TH 47). This street segment totals approximately 6,000 linear feet (1.13 miles) in length, and varies between a 40-foot wide rural section (0.97 miles) on the West end, and a 48-foot wide urban section (0.16 miles) on the East end. A full shoulder/parking lane exists on both sides of the street for the entire length of the street.

Attached to this case is a street segment summary which includes the Ground Penetrating Radar (GPR) Pavement Evaluation performed by Braun Intertec for this segment of 167th Avenue. The GPR data provides bituminous and aggregate base thickness information.

On June 14, 2022, the Ramsey City Council accepted a proposal for topographic survey of the project area from Bolton & Menk.

On August 23, 2022, the City Council accepted the proposal of Haugo Geotechnical Services to complete geotechnical evaluations.

On November 22, 2022, the City Council accepted the proposal of Bolton & Menk, Inc. to prepare final plans and specifications.

On March 28, 2023, the City Council authorized entering into a contract with Braun Intertec to prepare a stabilized full-depth reclamation mix design.

This segment of 167th Avenue is a Municipal State Aid (MSA) street and must be designed to MSA standards. The plans and specifications are currently being reviewed by MnDOT State Aid staff. A contract cannot be awarded until State Aid approves the plans and specifications. Staff from the City and Bolton & Menk anticipate that State Aid will complete their review and approve plans and specifications well before bids are opened.

The plans generally propose leave the street at the current 40-foot rural section width on the West end, and 48-foot urban section width to the East. On-street bicycle and pedestrian facilities are being provided along both sides of 167th Avenue. A 3-foot striped buffer is proposed between the pedestrian facilities and the drive lanes on both sides. Staff investigated adding off-street trails along 167th Avenue but they would have required the relocation of existing power poles and would have impacted wetlands along the corridor, both of which would have significantly delayed the project.

Municipal water exists from Quicksilver Street (approximately 650 feet west of TH 47) to Nowthen Boulevard. Sanitary sewer does not exist in the project area. The City's 2040 Comprehensive Plan identifies a future MUSA Study Area for extending a trunk sewer line to the 167th Avenue/Saint Francis Boulevard land use node. This project does not propose to extend or replace any municipal utilities.

Storm sewer improvements were required on the east end at Highway 47 to provide positive drainage. This required replacement of a significant portion of the existing curb and gutter.

The proposed improvements are designated as City Improvement Project #23-04, 167th Avenue Reconstruction.

Notification:

Following Council approval, bids will be advertised in the Anoka County Union Herald on Friday, May 26th, and Friday, June 2nd. Bids are proposed to be opened publicly on June 20th, and would be presented to the City Council for award of a construction contract on June 27th.

Time Frame/Observations/Alternatives:

Observations:

Final plans are not attached to this case to prevent potential bidders from downloading plans attached to the case to prepare and submit their bids, rather than purchasing the plans through QuestCDN, the electronic bidding software used by the City of Ramsey. This ensures all bidders are bidding off the same set of plans, and all bidders are notified of any plan revisions (addenda) issued during the bidding process. Attached is the title sheet showing the scope of the improvements. Plans are available upon request from the City Engineer.

Alternatives:

Alternative #1:

Motion to adopt Resolution #23-114 approving plans and specifications and authorizing advertisements for bids for Improvement Project #23-04, 167th Avenue Reconstruction.

Alternative #2:

Motion of other.

Funding Source:

The construction cost estimate based on final plans is $1,453,533.20. The estimated project cost including 23-percent indirect costs is $1,787,845.84.

Funding for this improvement is proposed to come from MSA Funds and Storm Water Utility Funds. Staff will provide a detailed cost breakout during the City Council presentation.

Recommendation:

Staff recommends alternative #1.

Outcome/Action:

Motion to adopt Resolution #23-114 approving plans and specifications and authorizing advertisements for bids for Improvement Project #23-04, 167th Avenue Reconstruction.

Attachments

Resolution 23-114

Street Summary

Plans Title Sheet

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	05/18/2023 03:44 PM
Form Started By: Bruce Westby		Started On: 05/15/2023 01:59 PM
Final Approval Date: 05/18/2023		

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

RESOLUTION #23-114

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENTS FOR BIDS FOR IMPROVEMENT PROJECT #23-04, 167TH AVENUE RECONSTRUCTION

WHEREAS, the City of Ramsey Proposes to reconstruct 167th Avenue between Nowthen Boulevard and Trunk Highway 47 in 2023 as identified within the 2023-2032 10-Year Capital Improvement Program: and

WHEREAS, pursuant to Ramsey City Council resolution #22-130, adopted June 14th, 2022, the City Council accepted and awarded the proposal to Bolten & Menk, Inc., for Topographic Survey of the project area; and

WHEREAS, pursuant to Ramsey City Council resolution #22-201, adopted August 23rd, 2022, the City Council ordered the City Engineer to prepare plans and specifications for Improvement Project #23-04; and

WHEREAS, pursuant to Ramsey City Council resolution #22-204, adopted August 23rd, 2022, the City Council accepted the proposal of Haugo Geotechnical Services to complete geotechnical evaluations for Improvement Project #23-04; and

WHEREAS, pursuant to Ramsey City Council resolution #22-270, adopted November 22nd, 2022, the City Council accepted the proposal of Bolton & Menk, Inc. to prepare final plans and specifications for Improvement Project #23-04; and

WHEREAS, pursuant to Ramsey City Council resolution #23-070, adopted March 28th, 2023, the City Council authorized entering into a contract with Braun Intertec to prepare a stabilized full-depth reclamation mix design for Improvement Project #23-04; and

WHEREAS, Bolton & Menk, Inc. has completed plans and specifications for the purpose of advertising bids for the same improvements.

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

1) The Ramsey City Council hereby approves the plans and specifications prepared by Bolton & Menk, Inc. for the making of such improvements, and authorizes the advertisement of bids for the same improvements as City Improvement Project #23-04, 167th Avenue Reconstruction.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 23rd day of May, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

IP 23-04 167th Avenue Reconstruction
Street Segment Summary

Street Description				Street History							GPR Summary		
Street	**Segment Description**	**Length (feet)**	**Curb**	**2021 PASER**	**Year Built**	**Maint. 1**	**Maint. 2**	**Maint. 3**	**Maint. 4**	**Maint. 5**	**Avg HMA (inches)**	**Avg Agg. Base (inches)**	**Avg Section (inches)**
167th Avenue	Nowthen Blvd (CSAH 5) / Saint Francis Blvd (TH 47)	5,946	conc. / rural	4	1982	SC 1985	SC 1991	OL 1998	SC 2007	SC 2018	5.20	n/a*	n/a*
	Total Length	**5,946**	**1.13 mi.**										*GPR unable to determine

MINNESOTA DEPARTMENT OF TRANSPORTATION
CITY OF RAMSEY
167TH AVE RECONSTRUCTION
CITY IMPROVEMENTS PROJECT #23-04

CONSTRUCTION PLAN FOR: ROADWAY RECLAMATION, AGGREGATE BASE, PLANT MIXED BITUMINOUS PAVEMENT, ADA IMPROVEMENTS AND STORM SEWER

SAP 199-102-007 LOCATED ON 167TH AVENUE FROM CSAH 5 (NOWTHEN BLVD NW) TO MN HWY 47 (ST. FRANCIS BLVD NW) (GEOGRAPHICAL DESCRIPTION)

DESIGN DESIGNATION

STA. 10+26.30 TO STA. 70+11.03

FUNTIONAL CLASSIFICATION	MINOR COLLECTOR
R-VALUE	30
ΣN-18	889,000
NO. & WIDTH OF TRAFFIC LANES	2 & 11 ft
NO. & WIDTH OF PARKING LANES	N/A
ADT (PRESENT YEAR) 2023	2,390
ADT (PROJECTED YEAR) 2043	3,050
HCADT (PROJECTED YEAR) 2043	9.23%
DESIGN SPEED	50 mph
DESIGN LOAD	10 ton

DESIGN SPEED NOT ACHIEVED AT:

STA 68+75 TO 70+08 (STOP CONDITION)

DESIGN SPEED FOR ROADWAY BASED ON ON STOPPING SIGHT DISTANCE:

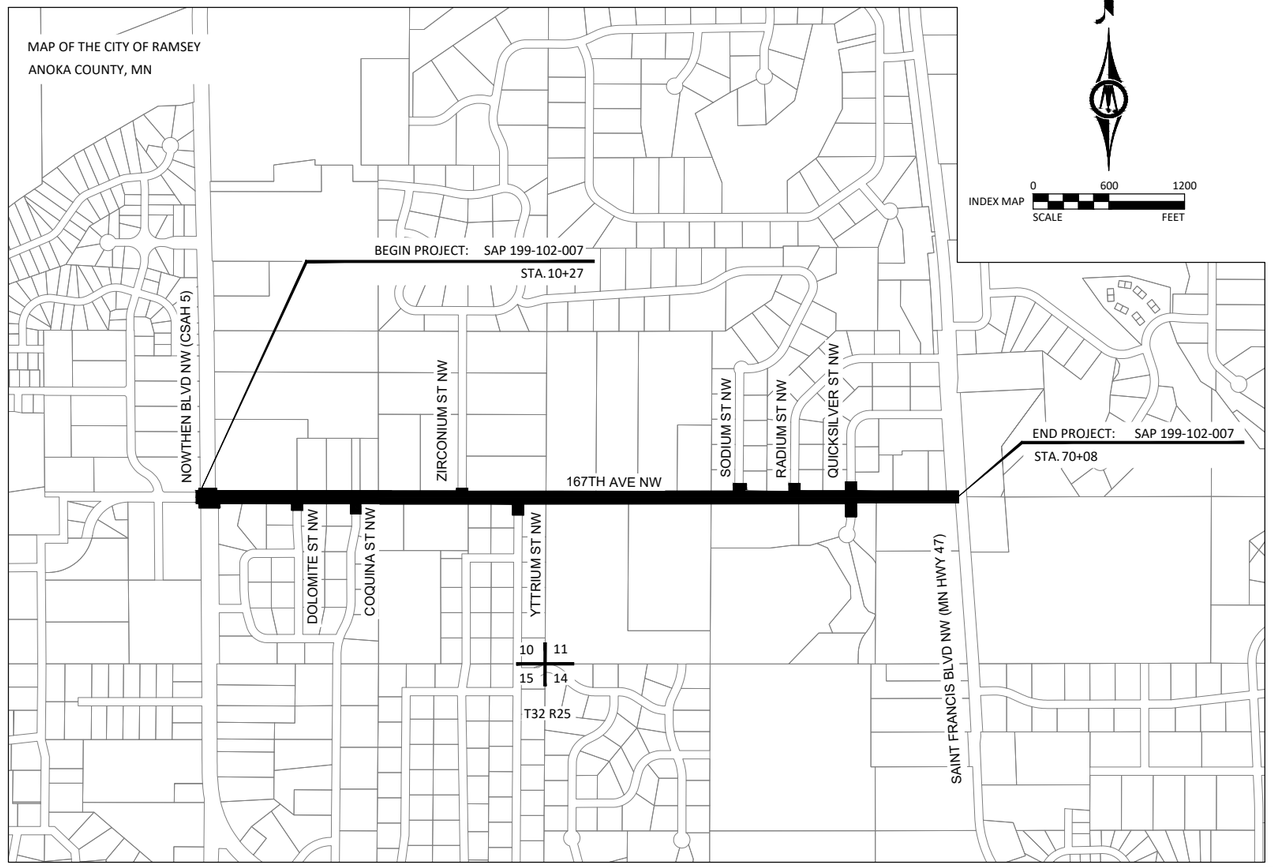
HEIGHT OF EYE = 3.5 FT

HEIGHT OF OBJECT = 2.0 FT

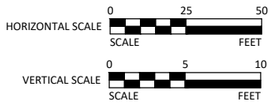
(SAP 199-102-007)

GROSS LENGTH	5981	FEET	1.13270	MILES
BRIDGE LENGTH	NA	FEET	NA	MILES
EXCEPTION LENGTH	NA	FEET	NA	MILES
NET LENGTH	5981	FEET	1.13270	MILES

LENGTH AND DESCRIPTION BASED UPON PROPOSED CENTERLINE



TYPICAL PLAN SCALE UNLESS OTHERWISE NOTED:



PROJECT LOCATION



CITY: RAMSEY
COUNTY: ANOKA
DISTRICT: METRO

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

BM=890.58
DESCRIPTION
STATION
LOCATION

PROJECT DATUM: ANOKA COUNTY
HORIZONTAL: NAD 83 (1996 ADJ)
VERTICAL: NGVD 88

RECORD DRAWING INFORMATION
OBSERVER:
CONTRACTOR:
DATE:

MINN. PROJ. NO. STATE FUNDS

--- GOVERNING SPECIFICATIONS ---
THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATION FOR CONSTRUCTION" AND SUPPLEMENTAL SPECIFICATIONS DATED SEPTEMBER 2022 SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM AND BE INSTALLED IN ACCORDANCE WITH THE LATEST "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MN MUTCD) AND PART VI, THE LATEST "FIELD MANUAL" FOR TEMPORARY TRAFFIC CONTROL DEVICES.

SHEET NUMBER	SHEET TITLE
GENERAL	
1	TITLE SHEET
2	LEGEND
3	STATEMENT OF ESTIMATED QUANTITIES
4-6	TABULATIONS
7-8	ALIGNMENT TABULATION
CIVIL	
9	TYPICAL SECTIONS
10-11	CONSTRUCTION DETAILS
12-17	PEDESTRIAN CURB RAMP DETAILS
18-22	EXISTING CONDITIONS & REMOVALS
23-25	STORM WATER POLLUTION PREVENTION PLAN
26-30	EROSION CONTROL PLAN
31-39	STORM SEWER & STREET PLAN & PROFILE
40-42	INTERSECTION DETAILS
43-47	TRAFFIC CONTROL, SIGNAGE AND STRIPING, SIGNALS
48-59	CROSS SECTIONS

THIS PLAN SET CONTAINS 60 SHEETS.

Kevin P. Kielb, P.E.
Design Engineer: I hereby certify that this plan was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Date XX/XX/XXXX License Number 23211

Date

Approved: City of Ramsey Engineer

Date

Approved: Anoka County Engineer

Date

District State Aid Engineer:
Reviewed for compliance with State Aid Rules/Policy

Date

Approved for State Aid Funding: State Aid Engineer

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H:\RANS\SR\129245\CAD\C3D\129245G001.dwg 5/16/2023 1:39:26 PM

BOLTON & MENK
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

City of RAMSEY

DESIGNED	ZFL
DRAWN	ZFL
CHECKED	KPK
CLIENT PROJ. NO.	23-04

NO.	ISSUED FOR	DATE

CITY OF RAMSEY, MINNESOTA
167TH AVENUE RECONSTRUCTION SAP 199-102-007
STATE AID PROJECT NO. 199-102-007

SHEET 1 OF 60

CC Regular Session **7. 7.**

Meeting Date: 05/23/2023

By: Bruce Westby, Engineering/Public Works

Information

Title:

Adopt Resolution #23-115 Accepting Bids and Awarding Contract for Improvement Project #23-14, 2023 Critical Mill and Overlay Improvements

Purpose/Background:

The purpose of this case is to adopt Resolution #23-115 accepting bids and awarding a contract for construction for Improvement Project #23-14, 2023 Critical Mill and Overlay Improvements.

During the 2023 budget process, the City Council authorized bonding approximately $12M for additional Pavement Management Program projects over the next 10 years. The City Council also authorized budgeting an additional $750,000 to the streets maintenance fund for temporary spray patching improvements on an estimated 19 miles of City streets that were not identified for overlay or reconstruction improvements in the 2022 - 2031 Capital Improvement Program (CIP) but are exhibiting significant surface stripping damage. The bituminous pavement on these streets is prone to accelerated deterioration due to water pooling in the surface depressions, which is then forced between the pavement base and the wear courses as vehicle tires drop into the depressions and push the water into pavement voids. The serviceability of these streets will therefore continue to decline while other streets receive overlay and reconstruction improvements so Staff recommended spray patching the estimated 19 miles of streets while PMP projects in the 2022 - 2031 CIP are completed, and until streets with PASER ratings of 4 or less not included in the 2022-2031 CIP can be reconstructed.

Staff has since developed a detailed plan to hire contractors to perform various temporary pavement repair work throughout the City in 2023 after observing that several different types of pavement repairs are needed to most cost-effectively maintain pavement on streets awaiting overlay and reconstruction improvements. The different types of pavement repairs recommended by Staff for 2023 include spray patching areas with surface stripping damage, patching potholes deeper than 2-inches with hot mix asphalt, and completing 2-inch mill and overlay improvements on areas with extensive pavement damage that result in significant calls for service and vehicle damage claims. Pavement striping will also be needed in some areas after the contracted work is complete.

On April 25th the City Council approved plans and specifications prepared by the City Engineer and authorized advertisements for bids for Improvement Project #23-14, Critical Mill and Overlay Improvements, that propose 2-inch mill and overlay improvements at 21 locations around the City with extensive pavement damage.

Bids were advertised in the Anoka County Union Herald on April 28, 2023, and May 5, 2023. Six (6) bids were received, opened and tabulated on May 19, 2023, and the following bids were found to comply with the approved plans and specifications and advertisements for bids.

Company	**Bid**
T. A. Schifsky & Sons, Inc	$569,118.04
North Valley, Inc.	$383,660.15
Asphalt Surface Technologies Corp.	$366,646.54
GMH Asphalt Corp.	$333,831.95
Bituminous Roadways, Inc.	$330,091.00
Diversified Paving, Inc.	$310,671.88
Engineer's Estimate	*$267,606.00*

The bid of Diversified Paving, Inc. of Saint Cloud, Minnesota, in the amount of $310,671.88 for the total bid for construction of the improvements in accordance with the approved plans and specifications and advertisements for bids, was the lowest responsible bid received.

Staff had estimated construction costs at $267,600.00. Staff attempts to estimate construction costs using estimated average bid prices so our estimate falls in the middle of all bids received. However, staff's estimate for this project was lower than the lowest bid due to using an estimated unit bid price for bituminous pavement of $100 per ton, while this unit bid price from all bids received ranged from $119 to $169 per ton.

Notification:

Advertisements for bids were published in the Anoka County Union Herald on Friday, April 28th, and Friday, May 5th, 2023.

Time Frame/Observations/Alternatives:

The current pavement condition in these 21 locations is resulting in unsafe driving conditions due to drivers swerving into opposing lanes to avoid potholes. In addition, the City has received numerous vehicle damage claims from people driving on these streets. This project will provide a significant safety benefit to the public and will reduce the number of calls for service being received by City staff, allowing staff to work on other core duties that have been neglected in recent years due to staff focusing on pavement patching. These repairs will also reduce the number of damage claims being received and processed by the City.

This work is specified for completion by June 30, 2023.

Alternatives:

Alternative #1:
Motion to adopt Resolution #23-115 accepting bids and awarding a contract for construction for Improvement Project #23-14, 2023 Critical Mill and Overlay Improvements.

Alternative #2:
Motion of other.

Funding Source:

This project is proposed to be funded using a portion of the $750,000 budgeted for streets maintenance in 2023.

Recommendation:

Staff recommends alternative #1.

Outcome/Action:

Motion to adopt Resolution #23-115 accepting bids and awarding a contract for construction for Improvement Project #23-14, 2023 Critical Mill and Overlay Improvements.

Attachments

Resolution 23-115
2023 Intersection Mill and Overlay

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	05/18/2023 03:44 PM
Brian Hagen	Kathy Schmitz	05/19/2023 11:50 AM
Bruce Westby (Originator)	Bruce Westby	05/19/2023 12:20 PM
Brian Hagen	Brian Hagen	05/19/2023 12:23 PM

Form Started By: Bruce Westby Started On: 05/15/2023 02:30 PM
Final Approval Date: 05/19/2023

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

RESOLUTION #23-115

RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR IMPROVEMENT PROJECT #23-14, 2023 CRITICAL MILL AND OVERLAY IMPROVEMENTS

WHEREAS, numerous streets in the City of Ramsey are experiencing severe pavement distress resulting in unsafe conditions for drivers; and

WHEREAS, the City of Ramsey adopted a budget for 2023 including $750,000 to temporarily repair the bituminous pavement on numerous public street segments in support of the City's Pavement Management Program; and

WHEREAS, pursuant to Ramsey City Council Resolution #23-082, adopted April 25, 2023, the City Council approved plans and specifications as prepared by the City Engineer and authorized advertisements for bids for the same improvements; and

WHEREAS, bids were advertised in the Anoka County Union Herald on April 28, 2023, and May 5, 2023; and

WHEREAS, six (6) bids were received, opened and tabulated on May 19, 2023, and the following bids were found to comply with the approved plans and specifications and advertisements for bids; and

Company	**Bid**
T. A. Schifsky & Sons, Inc	$569,118.04
North Valley, Inc.	$383,660.15
Asphalt Surface Technologies Corp.	$366,646.54
GMH Asphalt Corp.	$333,831.95
Bituminous Roadways, Inc.	$330,091.00
Diversified Paving, Inc.	$310,671.88
Engineer's Estimate	*$267,606.00*

WHEREAS, the bid of Diversified Paving, Inc. of Saint Cloud, Minnesota, in the amount of $310,671.88 for the total bid for construction of the improvements in accordance with the approved plans and specifications and advertisements for bids, is the lowest responsible bidder and their bid shall be and hereby is accepted.

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

1) The Mayor and City Administrator are hereby authorized and directed to enter into a contract with said bidder for the construction of said 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 23rd day of May, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

PLAN EXHIBITS AND QUANTITIES FOR
CITY OF RAMSEY, MINNESOTA
IP 23-14 2023 CRITICAL
MILL AND OVERLAY IMPROVEMENTS

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.



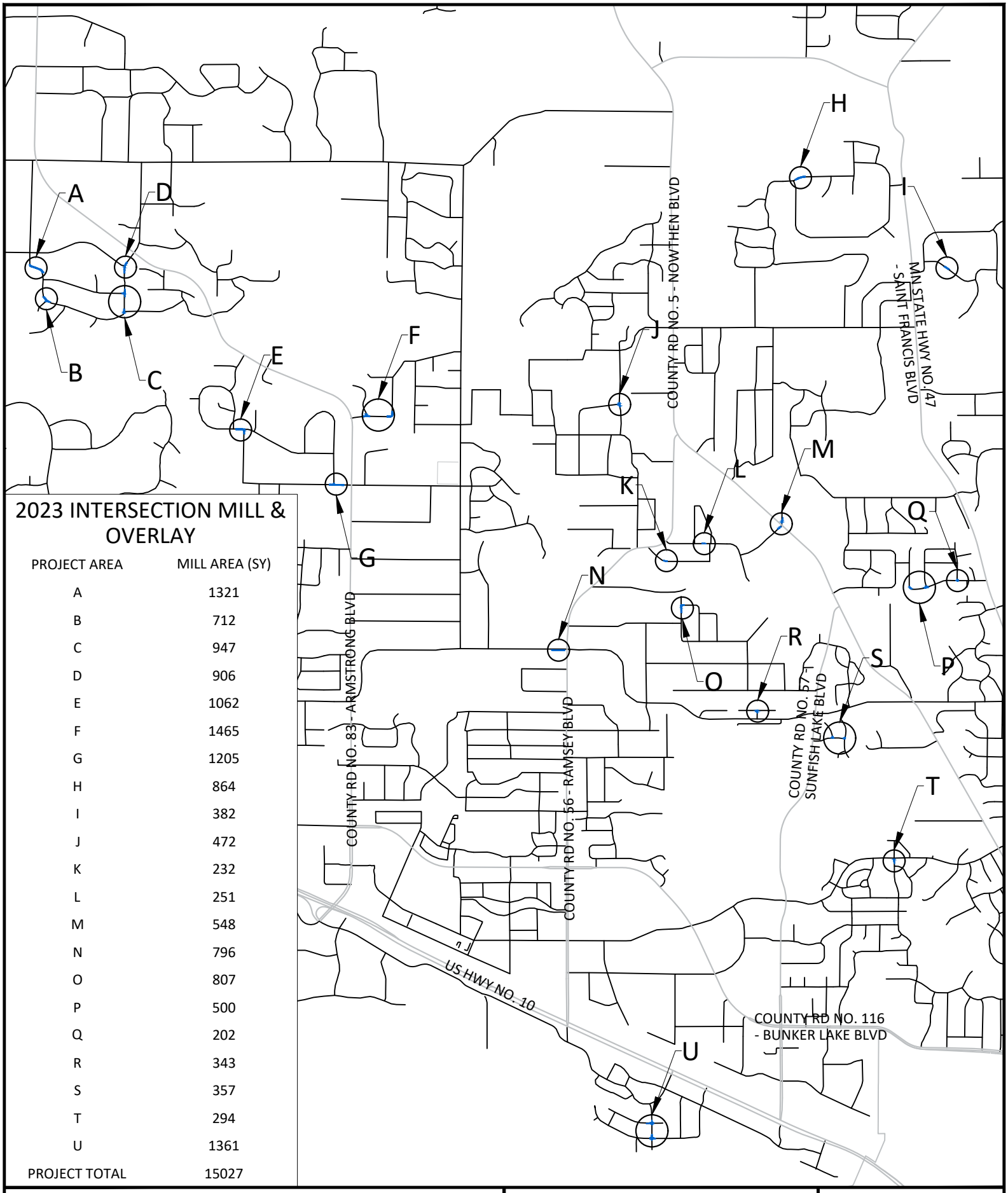
Joe Feriancek

Date: May 4, 2023 License No. 57095

Prepared By:

City of Ramsey
Engineering Department
7550 Sunwood Drive N.W.
Ramsey, Minnesota 55303
(763) 427-1410

May 2023



2023 INTERSECTION MILL & OVERLAY

PROJECT AREA	MILL AREA (SY)
A	1321
B	712
C	947
D	906
E	1062
F	1465
G	1205
H	864
I	382
J	472
K	232
L	251
M	548
N	796
O	807
P	500
Q	202
R	343
S	357
T	294
U	1361
PROJECT TOTAL	15027

2023 INTERSECTION MILL & OVERLAY OVERALL MAP

0 3000 6000 9000
SCALE (FEET)

N

City of RAMSEY

IP 23-14 2023 CRITICAL MILL AND OVERLAY IMPROVEMENTS					
STATEMENT OF ESTIMATED QUANTITIES					
Item No.	**MnDOT No.**	**Note**	**Item Description**	**Unit**	**Quantity**
1	2021.501		MOBILIZATION	LS	1
2	2232.504	1,5	MILL BITUMINOUS PAVEMENT (2.0")	SY	15778
3	2357.506	2,5	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1104
4	2360.509	3,5	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) 2.0"	TON	1783
5	2563.601	4	TRAFFIC CONTROL	LS	1

PAY ITEM NOTES:

1. REMOVAL LIMITS SHALL BE MARKED IN THE FIELD BY CITY STAFF.

2. ESTIMATED QUANTITY BASED ON APPLICATION RATE OF 0.07 GAL/SY.

3. ESTIMATED QUANTITY BASED ON APPLICATION RATE OF 113 LB/SY-IN.

4. LUMP SUM QUANTITY SHALL INCLUDE ALL COST REQUIRED FOR MAINTAINING ALL FLAGGING OPERATIONS AS NECESSARY, MAINTAINING PEDESTRIAN ACCESS ROUTES, ANY SIGNAGE AND BARRICADES AS NECESSARY.
5. QUANTITIES REFLECT A 5% OVERHEAD TO ACCOUNT FOR POTHOLE FILL AND FIELD ADJUSTMENTS.

GENERAL NOTES:

1. SOME MILLING AREAS CONTAIN POTHOLES GREATER THAN 2" IN DEPTH. ALL MILL AREAS SHALL USE A 2" MILL, BUT WHERE THE DEPTH IS GREATER THAN 2" TO FILL WITH BITUMINOUS PAVEMENT, THE HOLES WILL FIRST BE FILLED WITH ADDITIONAL BITUMINOUS MATERIAL AND THEN COMPACTED PRIOR TO PLACING 2" LIFT.

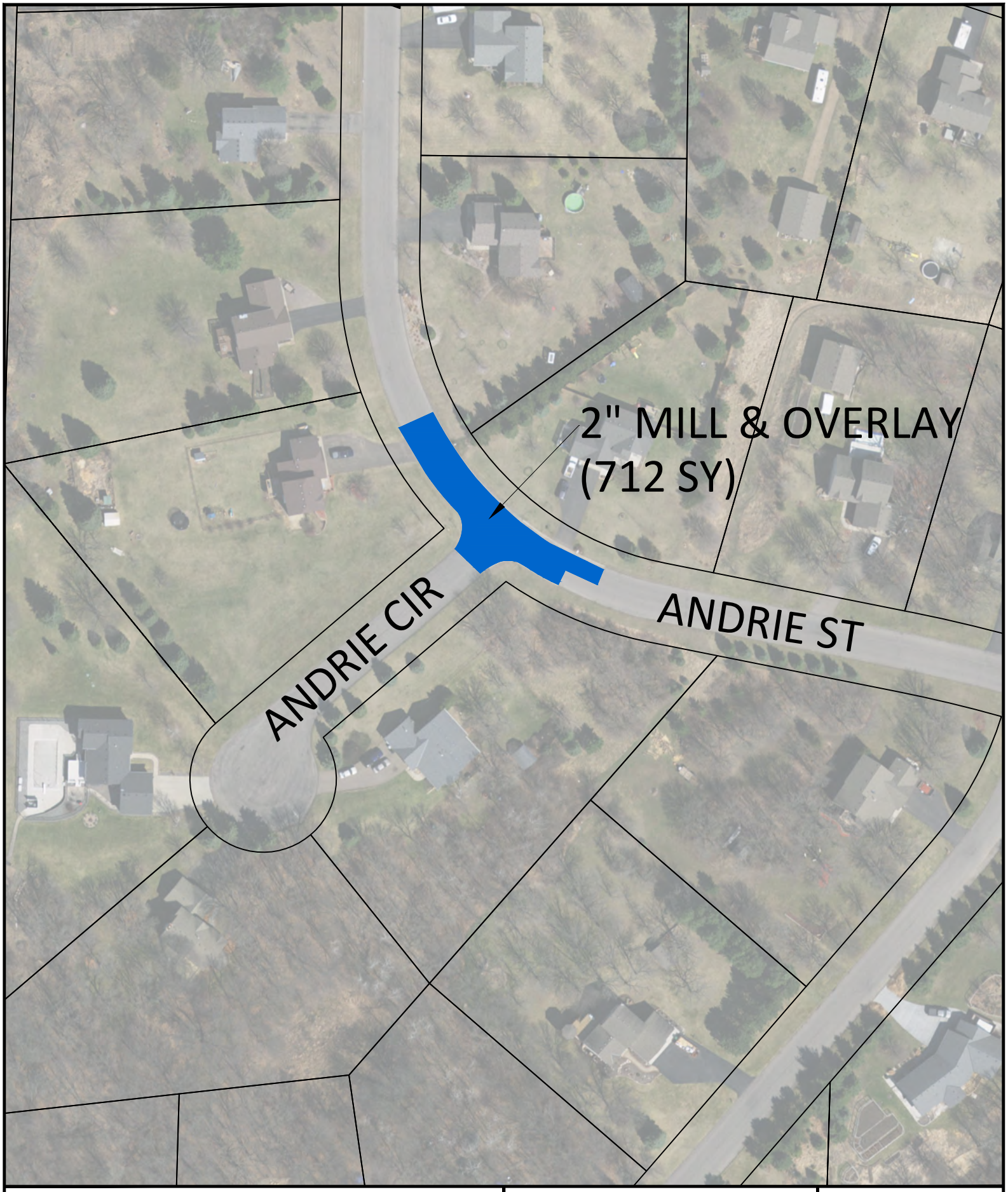


2023 INTERSECTION MILL & OVERLAY
AREA A

0 100 200 300
SCALE (FEET)

N

City of RAMSEY



2023 INTERSECTION MILL & OVERLAY
AREA B

0 100 200 300
SCALE (FEET)

N

City of RAMSEY

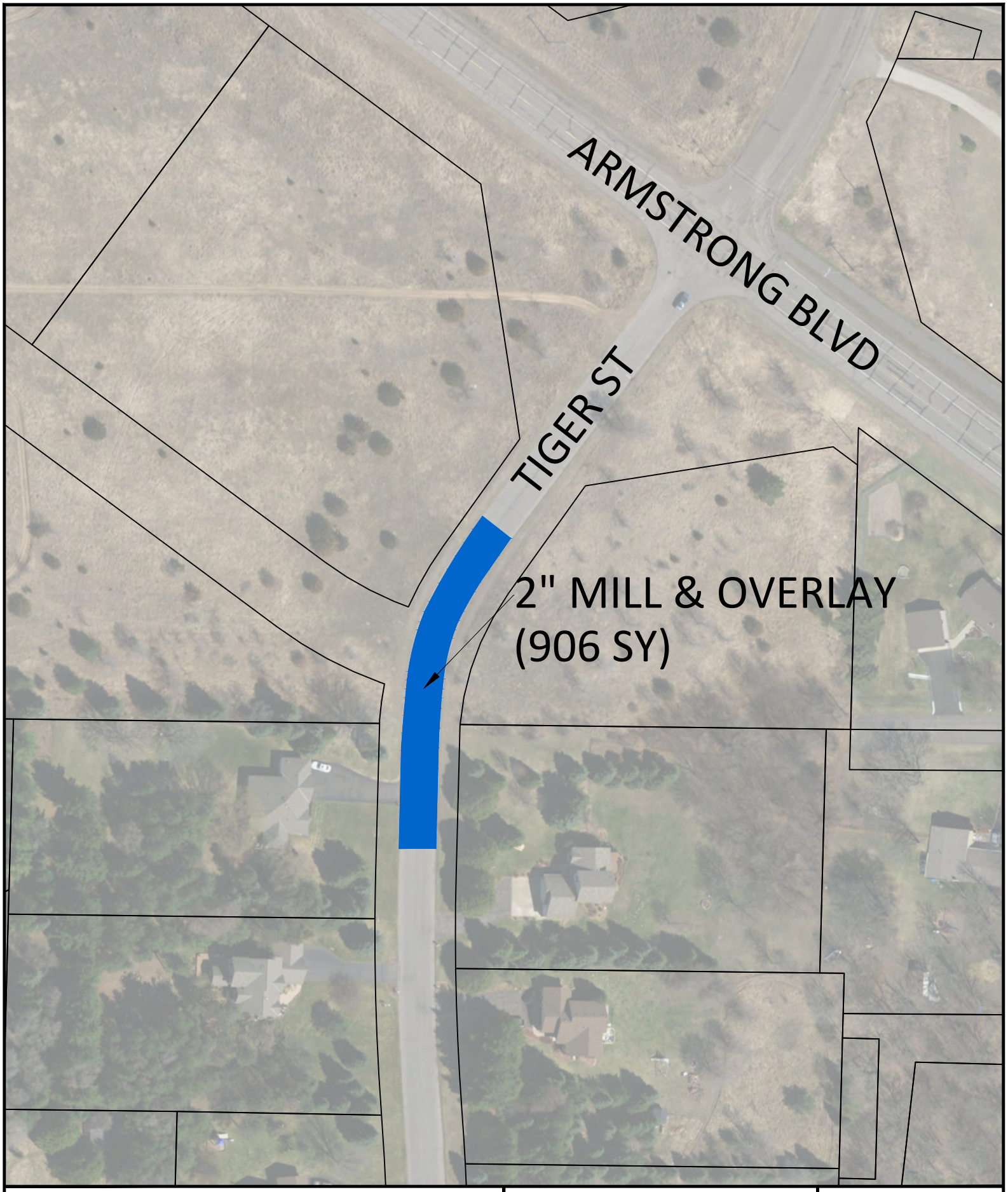


2023 INTERSECTION MILL & OVERLAY
AREA C

0 100 200 300
SCALE (FEET)

N

City of RAMSEY



2023 INTERSECTION MILL & OVERLAY
AREA D

0 100 200 300
SCALE (FEET)

N

City of RAMSEY



2023 INTERSECTION MILL & OVERLAY
AREA E

0 100 200 300
SCALE (FEET)

N

City of RAMSEY

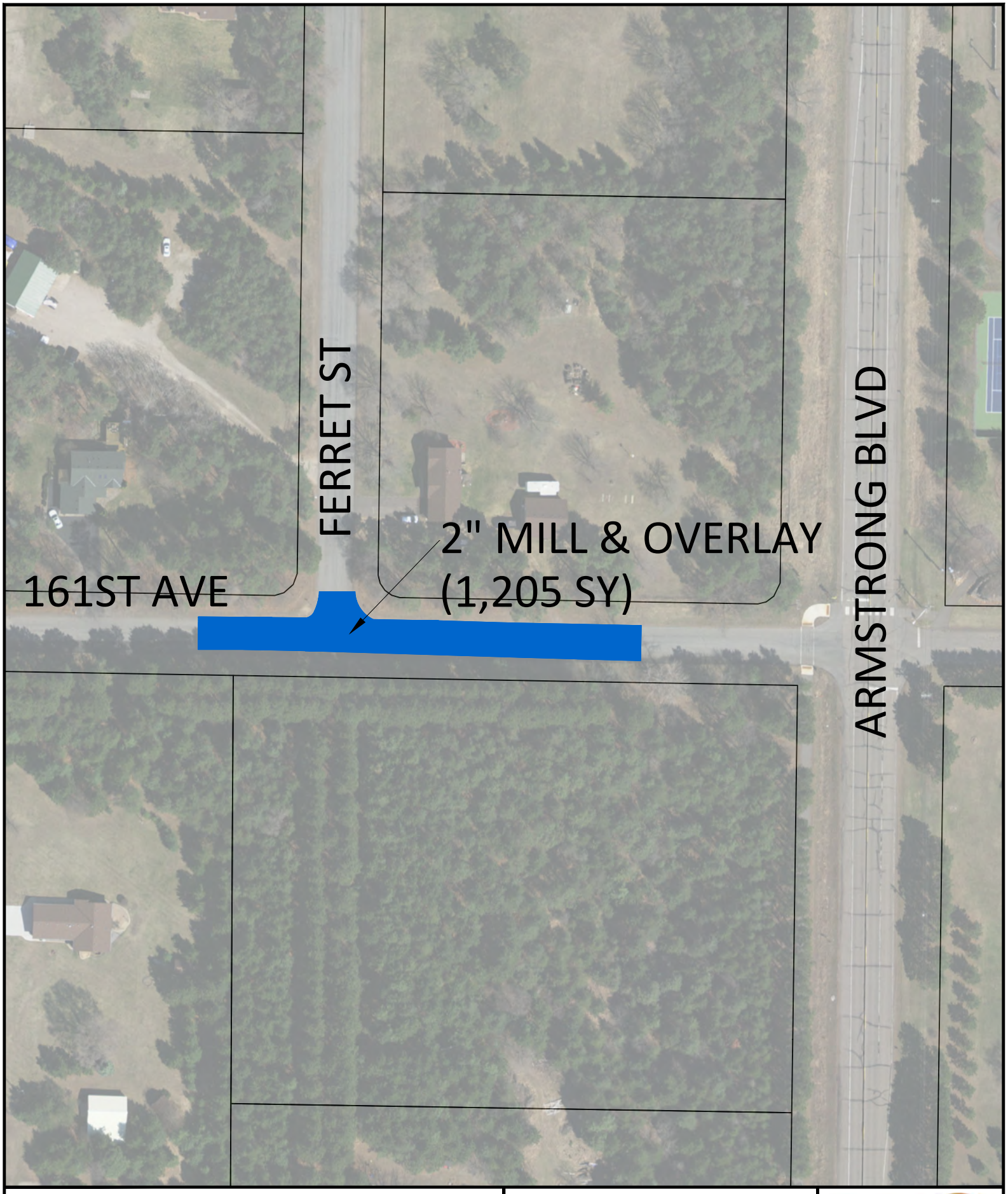


2023 INTERSECTION MILL & OVERLAY
AREA F

0 100 200 300
SCALE (FEET)

N

City of RAMSEY



2023 INTERSECTION MILL & OVERLAY
AREA G

0 100 200 300
SCALE (FEET)

N

City of RAMSEY



2023 INTERSECTION MILL & OVERLAY
AREA H

0 100 200 300
SCALE (FEET)

N

City of RAMSEY



2023 INTERSECTION MILL & OVERLAY
AREA I

0 100 200 300
SCALE (FEET)

N

City of RAMSEY

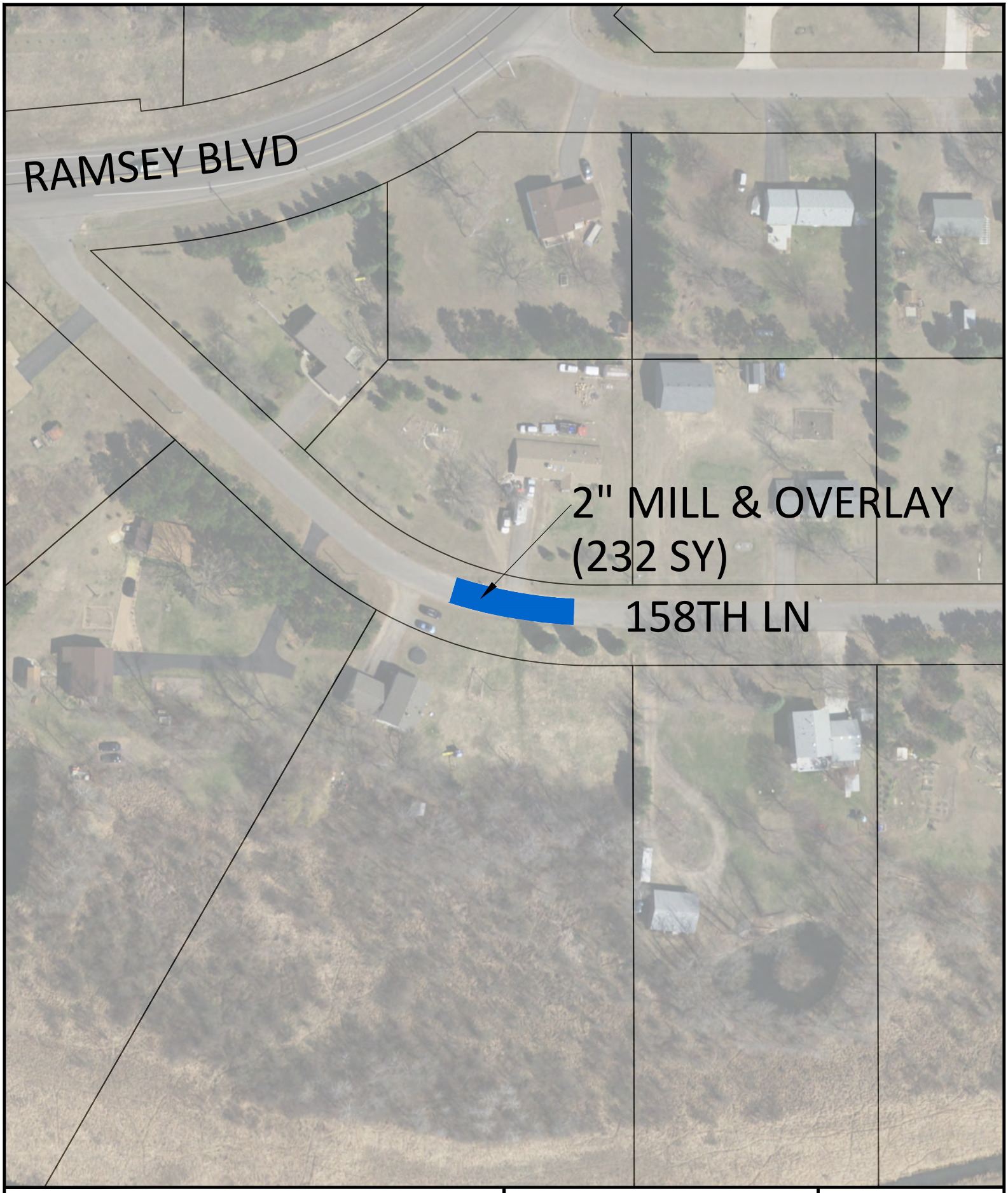


2023 INTERSECTION MILL & OVERLAY
AREA J

0 100 200 300
SCALE (FEET)

N

City of RAMSEY



2023 INTERSECTION MILL & OVERLAY
AREA K

0 100 200 300
SCALE (FEET)

N

City of RAMSEY



2023 INTERSECTION MILL & OVERLAY
AREA L

0 100 200 300
SCALE (FEET)

N

City of RAMSEY



2023 INTERSECTION MILL & OVERLAY
AREA M

0 100 200 300
SCALE (FEET)

N

City of RAMSEY



2023 INTERSECTION MILL & OVERLAY
AREA N

0 100 200 300
SCALE (FEET)

N

City of RAMSEY



2023 INTERSECTION MILL & OVERLAY
AREA O

0 100 200 300
SCALE (FEET)

N

City of RAMSEY

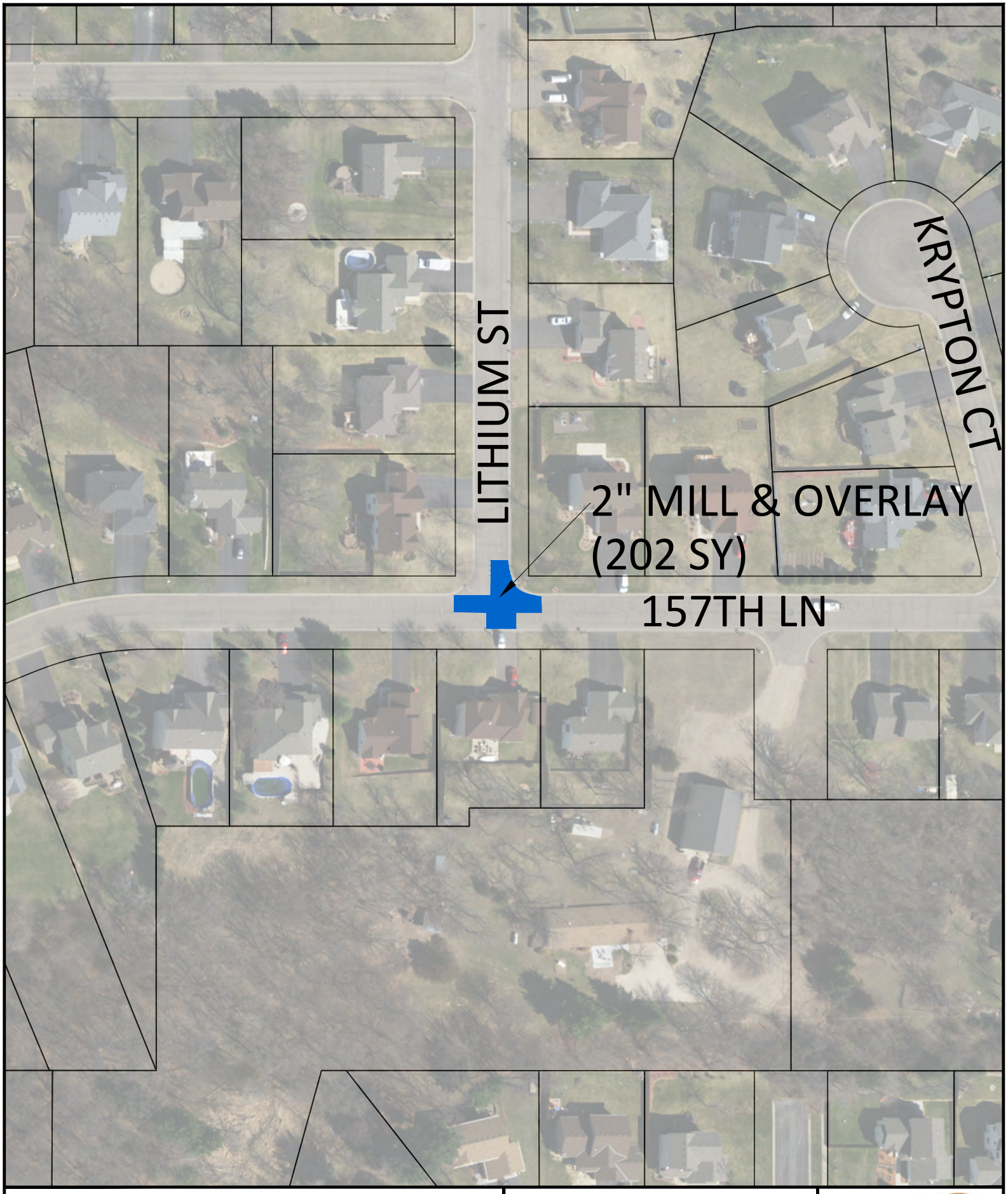


2023 INTERSECTION MILL & OVERLAY
AREA P

0 100 200 300
SCALE (FEET)

N

City of RAMSEY



2023 INTERSECTION MILL & OVERLAY
AREA Q

0 100 200 300
SCALE (FEET)

N

City of RAMSEY



2023 INTERSECTION MILL & OVERLAY
AREA R

0 100 200 300
SCALE (FEET)

N

City of RAMSEY



2023 INTERSECTION MILL & OVERLAY
AREA S

0 100 200 300
SCALE (FEET)

N

City of RAMSEY

CC Regular Session **7. 8.**

Meeting Date: 05/23/2023

By: Katie Schmidt, Administrative Services

Information

Title:

Adopt Ordinance #23-06 Amending Chapter 2, Article V Boards, Commissions and Authorities of the City Code

Purpose/Background:

The City Council recently adopted Charter recommended ordinance #23-04 which updated our City Charter prohibiting membership on city boards and commissions of non-city of Ramsey residents (attached for reference). Ordinance #23-06 is being presented to update our city code to match the recent City Charter update.

Procedurally, a Charter update receives approval prior to a corresponding city code update. The Charter change is effective on June 29, 2023. Upon adoption and publication of Ordinance #23-06, the city code update would be effective on July 3, 2023. Given the City Charter language, this ordinance is not discretionary.

The ordinance proposing the amendment is subject to the same publication requirements as other ordinances. The ordinance becomes effective 30 days after passage and publication unless a later date is provided in the ordinance.

Recommendation:

Staff recommends adopting Ordinance #23-06.

Outcome/Action:

Motion to waive the City Charter Requirement that the Ordinance be read aloud and Adopt Ordinance #23-06 Amending Chapter 2, Article V Boards, Commissions and Authorities of the City Code

Attachments

Ordinance #23-06

Ordinance #23-04

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	05/18/2023 08:31 AM
Form Started By: Katie Schmidt		Started On: 05/12/2023 10:55 AM
Final Approval Date: 05/18/2023		

ORDINANCE #23-06

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN AMENDMENT TO CHAPTER 2 WHICH IS KNOWN AS THE ADMINISTRATION SECTION OF THE CITY CODE OF RAMSEY, MINNESOTA.

AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V (BOARDS, COMMISSIONS AND AUTHORITIES) OF THE CITY CODE OF RAMSEY, MINNESOTA.

The City of Ramsey ordains:

SECTION 1. AUTHORITY

This ordinance is adopted pursuant to and under the authority of the City Charter of the City of Ramsey.

SECTION 2. AMENDMENTS

ARTICLE V – BOARDS, COMMISSION AND AUTHORITIES

Sec. 2-156. – Appointment of members, terms of office and removal.

(a) *Voting members and residence requirement.* ~~At least two-thirds of the~~ All members of each board or commission shall be residents of the city. Members shall represent a broad range of interest in functions of the city.

SECTION 3. SUMMARY

The following official summary of Ordinance #23-06 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 #23-06 amends Chapter 2 Article V to amend the residence requirement that all members of each board or commission shall be residents of the city.

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 23rd day of May, 2023.

_____
Mayor

ATTEST:

_____
City Clerk

ORDINANCE #23-04

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 BOARDS AND COMMISSIONS OF NON-CITY OF RAMSEY RESIDENTS

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 2.2 of the City of Ramsey Charter is amended to read as follows:

"Sec. 2.2 – Boards and commissions.

There shall be no separate administrative board of health, library board, or any other administrative board or commission except for the administration of a function jointly with another political subdivision. The council shall itself be and perform the duties and exercise the powers of such boards and commissions provided for by state statutes. The council may, however, establish or abolish by ordinance boards or commissions to advise the council with respect to any municipal function or activity, or to perform quasi-judicial functions. Notice of initial formation and all vacancies shall be published in the city newsletter and in the legal newspaper. Membership of the Economic Development Authority, Environmental Policy Board, Parks and Recreation Commission, Planning Commission and any future boards and commissions the City Council deems necessary shall not exceed nine members, all members of which shall be residents of the City of Ramsey."

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 28th day of March, 2023.

Mayor

ATTEST:

City Clerk

Introduction date: February 28, 2023
Posting dates: February 28 – March 29, 2023
Adoption date: March 28, 2023
Publication date: March 31, 2023
Effective date: June 29, 2023