

(Reserved for Recording Data)

NOISE COMPLIANCE AGREEMENT

THIS NOISE COMPLIANCE AGREEMENT (this “**Agreement**”) is made this ___ day of _____, 2023, by and among the **City of Ramsey**, a Minnesota municipal corporation (hereinafter referred to as the “**City**”), **PCS Building Company**, a nonprofit corporation under the laws of Minnesota (hereinafter referred to as the “**School Building Company**”) and **PACT Charter School**, a Minnesota non-profit corporation and public charter school (hereinafter referred to as the “**Charter School**”); and together with the School Building Company, the “**School Parties**”).

WHEREAS, the **School Building Company** is the fee owner of certain real property situated in the City of Ramsey, County of Anoka, State of Minnesota, legally described as Lot 1, Block 1 PACT Addition, according to the recorded plat thereof, Anoka County, Minnesota (the “**Property**”), and the **Charter School** is the tenant under a lease for the Property and is future operator of the school facilities to be constructed thereon; and

WHEREAS, a Plat and Site Plan have been approved for the construction of a school, athletic field, and associated site improvements on the **Property**. The **City** has required that the **School Parties** enter into this **Agreement** to ensure that the **Property** remains in compliance with State of Minnesota noise standards.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Noise Area Classification. Per Minnesota Administrative Rules 7030.0050, educational services and recreational activities are classified as Noise Area Classification (NAC) 1. Household Units, which represent the potential surrounding ‘receiver’ areas, are also classified as NAC 1.

2. Noise Standards. Per Minnesota Administrative Rules 7030.0040, the following noise standards are applicable to the **Property**:

NAC	Daytime		Nighttime	
	L ₅₀	L ₁₀	L ₅₀	L ₁₀
1	60 Decibels	65 Decibels	50 Decibels	55 Decibels

3. Compliance with Noise Standards. The **School Parties** agree that the **Property** shall be

operated in full compliance with all applicable noise standards addressed currently in Minnesota Administrative Rules and as they may be amended in the future; provided, however, in the event the **Property** is no longer used for education services and recreational activities and/or the surrounding ‘receiver’ areas are no longer classified as NAC 1, the **City** and the **School Parties** agree to amend this **Agreement** to evidence the then-current applicable noise standard for the **Property** if the applicable noise standard changes as a result thereof. The noise standard applies to the use of the school facility as well as the athletic field, associated equipment, and all other outside uses on the **Property**. With respect to the PA System to be installed and utilized on the **Property**:

- a. The **School Parties** hereby agree to conduct a sound level test(s), utilizing an appropriate decibel meter, at property boundaries to determine the maximum permitted volume of the PA System without exceeding the decibel levels identified in Section 2 above.
- b. The **School Parties** hereby agree to conduct a sound level test after the installation of the PA System but prior to the first outdoor activity event at which the PA System will be used at the **Property**. Should the PA System, or components of the PA System, be replaced, after the initial installation and testing, the **School Parties** agree to conduct a new sound test as outlined in Section 3.a. above. The **School Parties** will utilize the sound test results to ensure that the PA System used will not exceed the noise standards outlined in Section 2 above.
- c. The **School Parties** will invite the **City** personnel to attend the sound level test(s) and provide documentation of the results of said test(s).
- d. The **School Parties** agrees to make good faith efforts to maintain a current and accurate list of events on the school’s website or calendar of activities at which the PA System may be utilized, which list shall be available to the general public.

4. Terms and Conditions. The terms and conditions of this **Agreement** shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This **Agreement** shall be recorded in the Anoka County, Minnesota Recorder's office at **School Building Company’s** expense.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this **Agreement** to be executed as of the day and year first above written.

The City:

CITY OF RAMSEY,
a Minnesota municipal corporation

By: _____

Mark E. Kuzma

Its: Mayor

By: _____

Brian Hagen

Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ of _____, 2023, by Mark E. Kuzma and by Brian Hagen, respectively the Mayor and City Administrator of the City of Ramsey, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

[Signature Page to Noise Compliance Agreement]

The School Building Company:

PCS Building Company,
a Minnesota nonprofit corporation

By: _____
Benjamin Poidinger

Its: Chair _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me this ____ day of _____, 2023,
by Benjamin Poidinger, the Chair of **PCS Building Company**, a Minnesota nonprofit corporation, on
behalf of said corporation.

Notary Public



