

City of Ramsey
Agenda
Regular City Council
Tuesday, April 23, 2024
7:00 pm

Council Chambers, 7550 Sunwood Drive NW

Remote Attendance available at www.cityoframsey.com/meetings.
Those joining remotely and requesting to speak are asked to use a webcam when speaking.

1. **Call to Order**

2. **Presentation**
 1. Proclamation Declaring April 30 as *National Therapy Animal Day*

3. **Citizen Input**

4. **Approve Agenda**

5. **Consent Agenda**
 1. Receive February 2024 Financial Reports - General Fund, Enterprise Funds, and Economic Development Authority (EDA) Fund

 2. Receive Cash and Investments for Period Ending March 31, 2024

 3. Approve the Following Meeting Minutes:
 1. City Council Special Work Session dated March 19, 2024
 2. City Council Special City Council dated April 2, 2024
 3. City Council Work Session dated April 9, 2024
 4. City Council Regular Session dated April 9, 2024

 4. Approve Business Licenses

 5. Approve Promoting a Parks Maintenance Worker to Lead Parks Maintenance Worker

 6. Adopt Resolution #24-117 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of April 4, 2024 through April 17, 2024.

7. Adopt Resolution #24-100 Approving final payment to Northern Lines Contracting, Inc. for Improvement Project #23-01, 161st Avenue Reconstruction.
8. Adopt Resolution #24-106 Approving a Development Agreement for Complete Auto Service at 5195 142nd Avenue NW (Project No. 24-102); Case of Complete Auto Service
9. Adopt Resolution #24-107 Proclaiming April 26, 2024, as Arbor Day and the Month of May as Arbor Month
10. Adopt Resolution #24-109 Approving Plans and Specifications and Authorizing Advertisement for Bids for 2024 NE Ramsey Street Reconstructions, Improvement Project #24-03
11. Adopt Resolution #24-110 Approving Plans and Specifications and Authorizing Advertisement for Bids for 2024 Neighborhood Pavement Overlay Improvements, Improvement Project #24-07
12. Adopt Resolution #24-111 Approving Plans and Specifications and Authorizing Advertisement for Bids for 2024 Pavement Rejuvenation Improvements, Improvement Project #24-09
13. Adopt Resolution #24-112 Approving Plans and Specifications and Authorizing Advertisement for Bids for 2024 MSA Pavement Marking Improvements, Improvement Project #24-10
14. Adopt Resolution #24-113 Accepting Proposals and Awarding Televising Contract for Improvement Project #24-05, MSA Xkimo Street Reconstruction and Improvement Project #24-07, 2024 Neighborhood Pavement Overlay Improvements
15. Adopt Resolution #24-118 Authorizing Partial Payment #10 to Magney Construction, Inc. for Improvement Project #21-09, Centralized Water Treatment Plant.
16. Adopt Resolution #24-119 Approving Change Order No. 8 for Ramsey Gateway Highway 10 Improvements, Improvement Project #20-11

6. Public Hearing

7. Council Business

1. The Waterfront - Consider Schematic Design Process for Determining the Community Building Cost
2. Adopt Resolution #24-121 Establishing a \$370,140 Budget and Approving the Playground Installation for The Hollow
3. Introduce Ordinance #24-09 Amending Chapter 2 Regarding the Protection of Data on Residents

8. Mayor/Council/Staff Input

1. Legislative Update

9. Adjournment

CC Regular Session

Meeting Date: 04/23/2024

Primary Strategic Plan Initiative: Not Applicable

Information

Title:

Proclamation Declaring April 30 as *National Therapy Animal Day*

Purpose/Background:

Purpose: To proclaim April 30 as *National Therapy Animal Day*

Background: National Animal Therapy Day is recognized to celebrate the amazing work of therapy animals and their handlers.

The attached proclamation will be read at this time.

Attachments

Proclamation

Form Review

Inbox

Brian Hagen

Form Started By: Katie Schmidt

Final Approval Date: 04/18/2024

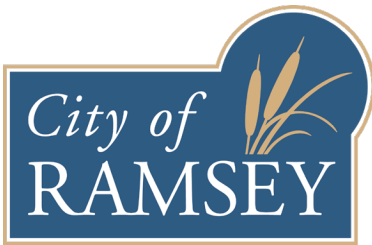
Reviewed By

Brian Hagen

Date

04/18/2024 01:37 PM

Started On: 04/08/2024 11:27 AM



Proclamation
April 30 of 2024 is proclaimed as
National Therapy Animal Day

WHEREAS, there are thousands of therapy animals serving in communities across the United States; and

WHEREAS, therapy animals play an essential role in improving human health and well-being through the human-animal bond; and

WHEREAS, therapy animals make millions of visits per year in setting such as hospitals, nursing homes, and hospice; and

WHEREAS, therapy animal teams interact with a variety of people throughout the community; and

WHEREAS, these exceptional therapy animals who partner with their human companions bring comfort and healing to those in need.

NOW THEREFORE, BE IT RESOLVED AND KNOWN TO ALL, that the City of Ramsey proclaims April 30, 2024, as National Therapy Animal Day, and encourage our citizens to celebrate our therapy animals and their human handlers.

Mayor

ATTEST:

City Clerk

CC Regular Session

Meeting Date: 04/23/2024

Primary Strategic Plan Initiative: Not Applicable

Information

Title

Receive February 2024 Financial Reports - General Fund, Enterprise Funds, and Economic Development Authority (EDA) Fund

Purpose/Background:

Purpose: Receive February monthly financial reports for the funds of: General, Water, Sewer, Street Lighting, Recycling, Storm Drainage and EDA.

Brief summary of actual revenues and expenditures-to-date in comparison to adopted budget for the respective funds.

Recommendation:

No action required. Informational only.

Action:

No action required. Informational only.

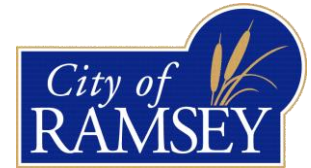
Attachments

- February 2024 General Fund Financial Report - Budget to Actual
- February 2024 Enterprise Funds Financial Reports - Budget to Actual
- February 2024 EDA Financial Report - Budget to Actual
- February 2024 Summary of Adopted budgets/expenditures to date

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	04/18/2024 08:17 AM
Form Started By: Diana Lund		Started On: 04/16/2024 07:51 AM
Final Approval Date: 04/18/2024		

**CITY OF RAMSEY
FINANCIAL STATEMENT**



JANUARY 1, 2024 THROUGH PERIOD ENDING: February 29, 2024

**GENERAL FUND EXPENDITURES
- BY DEPARTMENT -**

Dept	2024 BUDGET	2024 YTD GENERAL LEDGER
Admin (inclcd elections, legal & newsletter)	1,323,376.00	215,265.86
Building Inspections	708,859.00	117,345.78
Council/Commissions (inclcd charter, council contingen	257,656.00	24,538.97
Data Processing	1,063,589.00	190,316.90
Engineering	680,214.00	256,566.40
Finance (inclcd assessing)	573,666.00	88,313.66
Fire (inclcd Civil Defense)	2,267,402.00	276,761.99
Gen Govt Buildings	968,079.00	109,471.64
Parks	2,277,155.00	538,654.14
Planning & Zoning	974,899.00	159,625.70
Police (inclcd animal control & comm orient)	6,090,287.00	1,411,719.74
Streets (inclcd traffic eng & snow/ice)	3,614,586.00	677,660.37
Grand Total	20,799,768.00	4,066,241.15

**GENERAL FUND EXPENDITURES
- BY CATEGORY -**

Category	2024 BUDGET	2024 YTD GENERAL LEDGER
Capital Outlay	2,897,463.00	911,234.59
Other Services & Charges	3,322,185.00	581,342.89
Personal Services	12,902,070.00	2,333,682.90
Supplies	1,571,677.00	239,980.77
Transfers out	106,373.00	
Grand Total	20,799,768.00	4,066,241.15

**GENERAL FUND REVENUES
- BY CATEGORY -**

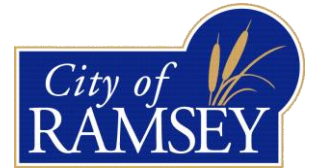
Category	2024 BUDGET	2024 YTD GENERAL LEDGER
Taxes	14,905,220.00	
Charges for Services	686,800.00	119,025.65
Business Licenses/Permits	73,900.00	13,694.62
Fines and Forfeits	48,000.00	2,709.63
Federal Intergovernmental	1,500.00	
State Intergovernmental	732,500.00	120,000.00
Interest	50,000.00	
Miscellaneous	16,830.00	24,580.54
Non-Business Licenses/Permits	848,000.00	159,292.45
Transfers in	3,437,018.00	
Grand Total	20,799,768.00	439,302.89

This report reflects year to date revenue and expenditures as compared to annual budget.

It does not reflect fund balance.

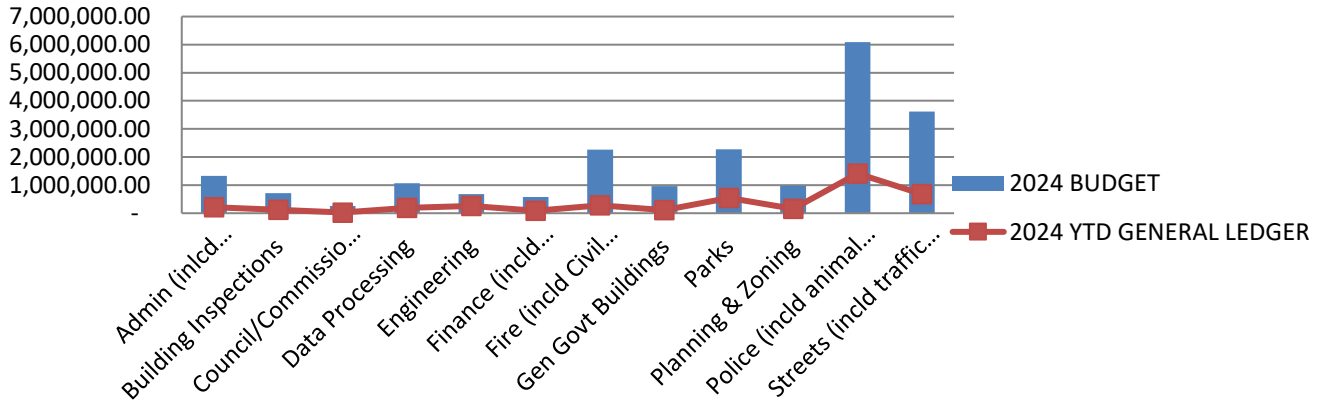
PREPARED BY: FINANCE DEPARTMENT

CITY OF RAMSEY FINANCIAL STATEMENT

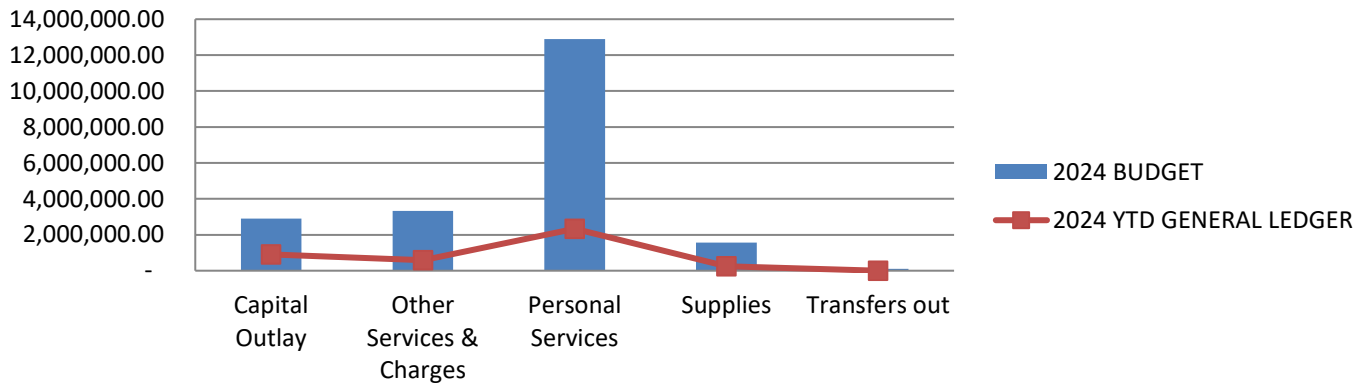


JANUARY 1, 2024 THROUGH PERIOD ENDING: February 29, 2024

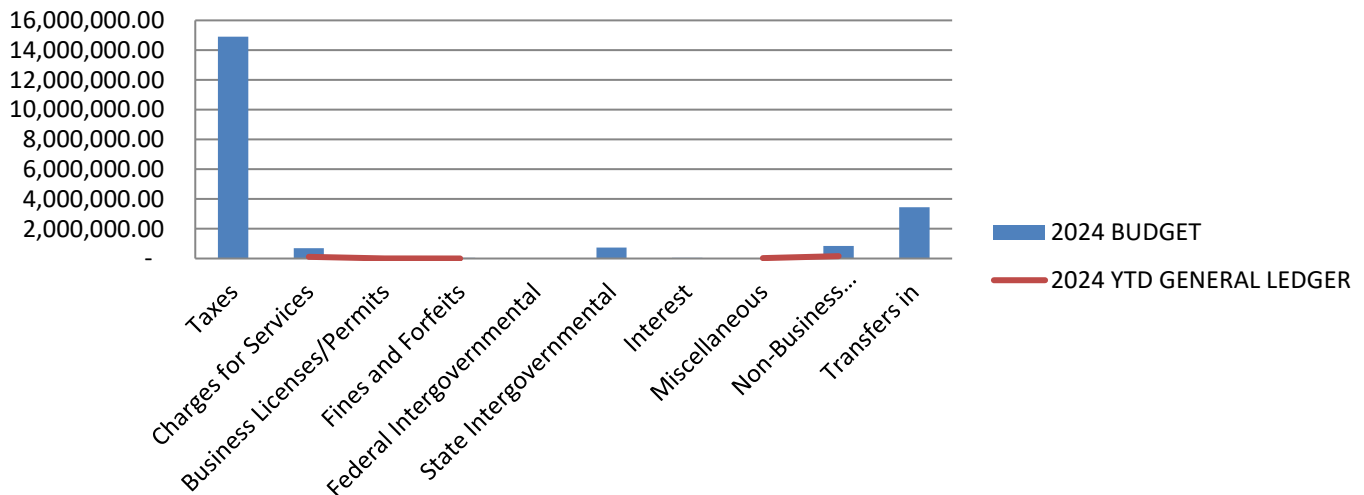
GENERAL FUND EXPENDITURES - BY DEPARTMENT



GENERAL FUND EXPENDITURES - BY CATEGORY



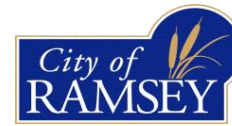
GENERAL FUND REVENUES



This report reflects year to date revenue and expenditures as compared to annual budget. It does not reflect fund balance.

PREPARED BY: FINANCE DEPARTMENT

**CITY OF RAMSEY
FINANCIAL STATEMENT**



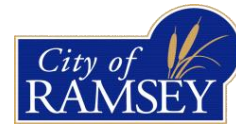
JANUARY 1, 2024 THROUGH PERIOD ENDING: February 29, 2024

REVENUES				
BUSINESS UNIT	9601	WATER UTILITY		
GENERAL LEDGER ACCOUNT	2024 BUDGET	2024 YTD GENERAL LEDGER	-% of Budget-	
4140 CREDIT CARD PROCESSING FEES	(28,000.00)	(2,023.99)	7.23%	
4454 ADMINISTRATIVE FINES		100.05	0.00%	
4609 OTHER MISCELLANEOUS REVENUES	10,000.00	(35.00)	-0.35%	
4651 WATER REVENUE	-	10,509.01	0.00%	
4652 WATER SALES - RESIDENTIAL	1,837,500.00	(3,550.13)	-0.19%	
4653 WATER SALES-COMMERCIAL	825,270.00	16.36	0.00%	
4654 WATER PENALTIES	47,000.00	(3,778.36)	-8.04%	
4655 WATER METER INSTALLATION	20,000.00	2,100.00	10.50%	
4656 WATER METERS	50,000.00	4,954.57	9.91%	
4657 CONNECTION/RECONNECTION FEES	200.00	450.00	225.00%	
4701 INTEREST ON INVESTMENTS	50,000.00		0.00%	
4606 DEVELOPER FEES (WAC)	-	175,911.00	0.00%	
4601 MISCELLANEOUS REVENUE		487.65	0.00%	
Grand Total	2,811,970.00	185,141.16		

EXPENSES				
BUSINESS UNIT	9601	WATER UTILITY		
GENERAL LEDGER ACCOUNT	2024 BUDGET	2024 YTD GENERAL LEDGER	-% of Budget-	
6102 F.T. REGULAR-WAGES & SALARIES	425,984.00	36,511.89	8.57%	
6103 FULL TIME-REGULAR-OVERTIME	20,000.00	2,375.05	11.88%	
6105 TEMPORARY-WAGES & SALARIES	26,380.00		0.00%	
6121 PERA CONTRIBUTIONS	45,901.00	3,645.71	7.94%	
6122 FICA/MEDICARE CONTRIBUTIONS	36,313.00	3,831.51	10.55%	
6131 GROUP INSURANCE	52,339.00	8,427.95	16.10%	
6133 WORKERS COMP INSURANCE PREMIUM	18,410.00	19,616.33	106.55%	
6208 MISCELLANEOUS OFFICE SUPPLIES	750.00	38.80	5.17%	
6223 GASOLINE	9,500.00	980.46	10.32%	
6225 DIESEL FUEL	500.00		0.00%	
6227 LUBRICANTS & ADDITIVES		63.84	0.00%	
6229 SHOP MATERIALS	1,200.00	117.30	9.78%	
6231 UNIFORMS & TURN-OUT GEAR	5,000.00	756.71	15.13%	
6249 MISCELLANEOUS OPERATING SUPPLY	15,500.00	587.58	3.79%	
6257 OTHER VEHICLE PARTS	12,000.00	1,839.83	15.33%	
6273 UTILITY SYSTEM MAINT SUPPLIES	150,000.00	7,026.65	4.68%	
6281 SMALL TOOLS & MINOR EQUIPMENT	10,500.00	1,168.83	11.13%	
6292 WATER METERS FOR RESALE	125,000.00	45,390.35	36.31%	
6315 MISCELLANEOUS PROFESSIONAL SER	58,000.00	19,080.00	32.90%	
6322 POSTAGE	2,000.00	109.65	5.48%	
6334 MILEAGE REIMBURSEMENT	800.00		0.00%	
6335 TRAINING	6,000.00	614.00	10.23%	
6352 GENERAL NOTICE & PUBLIC INFOR	350.00		0.00%	
6361 GENERAL LIABILITY/PROPERTY INS	35,000.00	43,196.09	123.42%	
6371 ELECTRIC UTILITIES	175,000.00	15,181.09	8.67%	
6372 WATER/IRRIGATION	2,500.00		0.00%	
6373 GAS	9,000.00	1,021.02	11.34%	
6374 REFUSE/RECYCLING	1,800.00	264.05	14.67%	
6381 BUILDING & STRUCTURE REPAIR	17,035.00	2,119.21	12.44%	
6405 OFFICE & DATA PROCESSING EQUIP	8,500.00		0.00%	
6439 OTHER MISCELLANEOUS	67,000.00	89.35	0.13%	
6451 MEMBERSHIP DUES	1,000.00		0.00%	
6489 OTHER CONTRACTED SERVICES	82,000.00	4,064.23	4.96%	
6722 DEPRECIATION	958,382.00		0.00%	
6820 OPERATING TRANSFERS TO OTHER F	55,000.00		0.00%	
6436 WATER EFFICIENCY REBATE PROG		(3,363.45)	0.00%	
Grand Total	2,434,644.00	214,754.03		

This report reflects year to date revenue and expenditures as compared to annual budget. It does not reflect fund balance. Business Unit: 9601

**CITY OF RAMSEY
FINANCIAL STATEMENT**



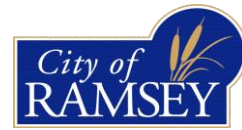
JANUARY 1, 2024 THROUGH PERIOD ENDING: February 29, 2024

REVENUES				
BUSINESS UNIT	9602	SEWER UTILITY		
GENERAL LEDGER ACCOUNT	2024 BUDGET	2024 YTD GENERAL LEDGER	-% of Budget-	
4140 CREDIT CARD PROCESSING FEES	(30,000.00)	(2,638.02)	8.79%	
4356 SEWER AVAILABILITY CHARGE-ADM	7,000.00	-	0.00%	
4661 RESIDENTIAL-SEWER CHARGES	1,727,880.00	570.16	0.03%	
4662 COMMERCIAL-SEWER CHARGES	513,040.00	151.87	0.03%	
4663 SEWER PENALTIES	45,000.00	(22.14)	-0.05%	
4701 INTEREST ON INVESTMENTS	80,000.00		0.00%	
4606 DEVELOPER FEES (WAC)	-	89,667.00	0.00%	
4601 MISCELLANEOUS REVENUE		487.65	0.00%	
Grand Total	2,342,920.00	88,216.52		

EXPENSES				
BUSINESS UNIT	9602	SEWER UTILITY		
GENERAL LEDGER ACCOUNT	2024 BUDGET	2024 YTD GENERAL LEDGER	-% of Budget-	
6102 F.T. REGULAR-WAGES & SALARIES	279,318.00	20,296.85	7.27%	
6103 FULL TIME-REGULAR-OVERTIME	1,000.00	143.09	14.31%	
6121 PERA CONTRIBUTIONS	38,949.00	1,814.51	4.66%	
6122 FICA/MEDICARE CONTRIBUTIONS	21,476.00	1,904.87	8.87%	
6131 GROUP INSURANCE	22,913.00		0.00%	
6133 WORKERS COMP INSURANCE PREMIUM	9,600.00	11,708.93	121.97%	
6223 GASOLINE	4,300.00	56.84	1.32%	
6225 DIESEL FUEL	3,500.00	570.23	16.29%	
6229 SHOP MATERIALS	500.00		0.00%	
6249 MISCELLANEOUS OPERATING SUPPLY	25,000.00	8,388.19	33.55%	
6257 OTHER VEHICLE PARTS	8,000.00	524.73	6.56%	
6273 UTILITY SYSTEM MAINT SUPPLIES	5,000.00		0.00%	
6275 OTHER EQUIPMENT PARTS	8,000.00		0.00%	
6281 SMALL TOOLS & MINOR EQUIPMENT	2,000.00		0.00%	
6315 MISCELLANEOUS PROFESSIONAL SER	2,000.00	-	0.00%	
6323 CELLULAR PHONES	5,000.00	45.06	0.90%	
6334 MILEAGE REIMBURSEMENT	400.00		0.00%	
6335 TRAINING	8,000.00	23.00	0.29%	
6361 GENERAL LIABILITY/PROPERTY INS	25,000.00	22,238.40	88.95%	
6371 ELECTRIC UTILITIES	30,000.00	3,743.68	12.48%	
6372 WATER/IRRIGATION	2,000.00		0.00%	
6373 GAS	7,500.00	903.57	12.05%	
6374 REFUSE/RECYCLING	1,500.00	264.05	17.60%	
6377 SEWER SERVICE CHARGE	1,260,238.00	315,059.37	25.00%	
6381 BUILDING & STRUCTURE REPAIR	10,835.00	2,119.25	19.56%	
6489 OTHER CONTRACTED SERVICES	45,000.00	3,178.23	7.06%	
6722 DEPRECIATION	734,900.00		0.00%	
6820 OPERATING TRANSFERS TO OTHER F	49,000.00		0.00%	
Grand Total	2,610,929.00	392,982.85		

Note: The Finance Department has highlighted line items that may be trending towards exceeding budget OR not may not have been included in the adopted budget.

**CITY OF RAMSEY
FINANCIAL STATEMENT**



JANUARY 1, 2024 THROUGH PERIOD ENDING: February 29, 2024

REVENUES				
BUSINESS UNIT	9603	STREET LIGHT UTILITY		
GENERAL LEDGER ACCOUNT	2024 BUDGET	2024 YTD GENERAL LEDGER	-% of Budget-	
4140 CREDIT CARD PROCESSING FEES	(5,500.00)	(540.82)	9.83%	
4681 CHARGES FOR STREET LIGHTS	176,000.00	54.62	0.03%	
4683 STREET LIGHTING PENALTIES	6,000.00	(6.32)	-0.11%	
4701 INTEREST ON INVESTMENTS	3,000.00		0.00%	
4684 PRIORITY STREET LIGHT	57,000.00	9.53	0.02%	
Grand Total	236,500.00	(482.99)		

EXPENSES				
BUSINESS UNIT	9603	STREET LIGHT UTILITY		
GENERAL LEDGER ACCOUNT	2024 BUDGET	2024 YTD GENERAL LEDGER	-% of Budget-	
6371 ELECTRIC UTILITIES	135,000.00	20,549.82	15.22%	
6489 OTHER CONTRACTED SERVICES	19,000.00	3,178.23	16.73%	
6722 DEPRECIATION	46,000.00		0.00%	
6820 OPERATING TRANSFERS TO OTHER F	29,000.00		0.00%	
Grand Total	229,000.00	23,728.05		

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**CITY OF RAMSEY
FINANCIAL STATEMENT**



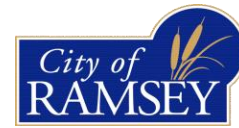
JANUARY 1, 2024 THROUGH PERIOD ENDING: February 29, 2024

REVENUES				
BUSINESS UNIT	9604	RECYCLING UTILITY		
GENERAL LEDGER ACCOUNT	2024 BUDGET	2024 YTD GENERAL LEDGER	-% of Budget-	
4140 CREDIT CARD PROCESSING FEES	(8,500.00)	(817.35)	9.62%	
4287 OTHER LOCAL GOVERNMENT GRANTS	75,000.00		0.00%	
4609 OTHER MISCELLANEOUS REVENUES	1,200.00	515.20	42.93%	
4671 RECYCLING CHARGES	452,000.00	83.50	0.02%	
4672 RECYCLING PENALTIES	9,300.00	(8.92)	-0.10%	
4701 INTEREST ON INVESTMENTS	4,000.00		0.00%	
Grand Total	533,000.00	(227.57)		

EXPENSES				
BUSINESS UNIT	9604	RECYCLING UTILITY		
GENERAL LEDGER ACCOUNT	2024 BUDGET	2024 YTD GENERAL LEDGER	-% of Budget-	
6102 F.T. REGULAR-WAGES & SALARIES	26,088.00	2,206.63	8.46%	
6103 FULL TIME-REGULAR-OVERTIME	1,000.00		0.00%	
6104 PART TIME-WAGES & SALARIES	500.00		0.00%	
6121 PERA CONTRIBUTIONS	3,157.00	191.47	6.06%	
6122 FICA/MEDICARE CONTRIBUTIONS	2,006.00	192.17	9.58%	
6131 GROUP INSURANCE	1,451.00		0.00%	
6133 WORKERS COMP INSURANCE PREMIUM	210.00	139.86	66.60%	
6249 MISCELLANEOUS OPERATING SUPPLY	32,000.00	9,663.67	30.20%	
6322 POSTAGE	100.00		0.00%	
6489 OTHER CONTRACTED SERVICES	476,000.00	78,989.27	16.59%	
Grand Total	542,512.00	91,383.07		

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**CITY OF RAMSEY
FINANCIAL STATEMENT**



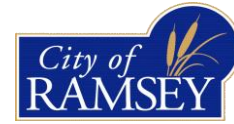
JANUARY 1, 2024 THROUGH PERIOD ENDING: February 29, 2024

REVENUES				
BUSINESS UNIT	9605	STORM WATER UTILITY		
GENERAL LEDGER ACCOUNT	2024 BUDGET	2024 YTD GENERAL LEDGER	-% of Budget-	
4140 CREDIT CARD PROCESSING FEES	(15,500.00)	(1,407.40)	9.08%	
4693 STORM WATER-RESIDENTIAL	638,400.00	87.53	0.01%	
4694 STORM WATER-COMMERCIAL	670,000.00	36.68	0.01%	
4695 STORM WATER-PENALTIES	25,000.00	120.15	0.48%	
4701 INTEREST ON INVESTMENTS	5,000.00		0.00%	
Grand Total	1,322,900.00	(1,163.04)		

EXPENSES				
BUSINESS UNIT	(Multiple Items)	STORM WATER UTILITY		
GENERAL LEDGER ACCOUNT	2024 BUDGET	2024 YTD GENERAL LEDGER	-% of Budget-	
6102 F.T. REGULAR-WAGES & SALARIES	237,011.00	-	0.00%	
6105 TEMPORARY-WAGES & SALARIES	200.00		0.00%	
6121 PERA CONTRIBUTIONS	34,750.00	51.18	0.15%	
6122 FICA/MEDICARE CONTRIBUTIONS	18,161.00	50.94	0.28%	
6131 GROUP INSURANCE	33,051.00		0.00%	
6133 WORKERS COMP INSURANCE PREMIUM	10,000.00	10,451.57	104.52%	
6225 DIESEL FUEL	10,000.00		0.00%	
6249 MISCELLANEOUS OPERATING SUPPLY	13,000.00	85.81	0.66%	
6257 OTHER VEHICLE PARTS	12,000.00	1,173.48	9.78%	
6315 MISCELLANEOUS PROFESSIONAL SER	50,000.00		0.00%	
6361 GENERAL LIABILITY/PROPERTY INS	11,500.00	6,086.26	52.92%	
6371 ELECTRIC UTILITIES	12,000.00	1,802.89	15.02%	
6372 WATER/IRRIGATION	3,500.00		0.00%	
Grand Total	445,173.00	19,702.13		

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**CITY OF RAMSEY
FINANCIAL STATEMENT**



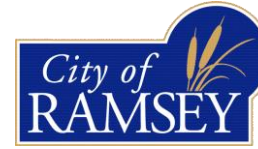
JANUARY 1, 2024 THROUGH PERIOD ENDING: February 29, 2024

REVENUES				
BUSINESS UNIT	9230	EDA		
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-	
4011 CURRENT-AD VALOREM TAXES	87,390.00			0.00%
4609 OTHER MISCELLANEOUS REVENUES	-	10,000.00		0.00%
4701 INTEREST ON INVESTMENTS	5,000.00			0.00%
Grand Total	92,390.00	10,000.00		

EXPENDITURES				
BUSINESS UNIT	9230	EDA		
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-	
6105 TEMPORARY-WAGES & SALARIES	1,000.00	100.00		10.00%
6122 FICA/MEDICARE CONTRIBUTIONS	80.00	7.66		9.58%
6133 WORKERS COMP INSURANCE PREMIUM	10.00	4.75		47.50%
6208 MISCELLANEOUS OFFICE SUPPLIES		5.23		0.00%
6249 MISCELLANEOUS OPERATING SUPPLY	18,000.00	5,202.28		28.90%
6315 MISCELLANEOUS PROFESSIONAL SER	36,200.00	30,538.20		84.36%
6331 TRAVEL & LODGING	2,300.00			0.00%
6335 TRAINING	6,600.00	20.00		0.30%
6361 GENERAL LIABILITY/PROPERTY INS	1,000.00	267.97		26.80%
6451 MEMBERSHIP DUES	2,200.00	857.75		38.99%
6246 MARKETING & PROMOTIONS	25,000.00	690.00		2.76%
Grand Total	92,390.00	37,693.84		

Note: The Finance Department has highlighted line items that may be trending towards exceeding budget OR not may not have been included in the adopted budget.

**CITY OF RAMSEY
YEAR-TO-DATE BY BUSINESS UNIT**



JANUARY 1, 2024 THROUGH PERIOD ENDING:

February 29, 2024

GENERAL FUND EXPENDITURES BY DEPARTMENT	2024 ADOPTED BUDGET	CURRENT YTD POSTED EXP	2/12 ADOPTED BUDGET (Feb)	% of Budget Used (16.67% is 2/12)	BUDGET AMOUNT REMAINING
Admin (inclcd elections, legal & newsletter)	1,323,376.00	215,265.86	220,562.67	16.27%	1,108,110.14
Building Inspections	708,859.00	117,345.78	118,143.17	16.55%	591,513.22
Council/Commissions (inclcd charter, council contingency)	257,656.00	24,538.97	42,942.67	9.52%	233,117.03
Data Processing	1,063,589.00	190,316.90	177,264.83	17.89%	873,272.10
Engineering (personnel costs allocated after year-end)	680,214.00	256,566.40	113,369.00	37.72%	423,647.60
Finance (inclcd assessing) (personnel costs allocated after year-end)	573,666.00	88,313.66	95,611.00	15.39%	485,352.34
Fire (inclcd Civil Defense)	2,267,402.00	276,761.99	377,900.33	12.21%	1,990,640.01
Gen Govt Buildings	968,079.00	109,471.64	161,346.50	11.31%	858,607.36
Parks	2,277,155.00	538,654.14	379,525.83	23.65%	1,738,500.86
Planning & Zoning	974,899.00	159,625.70	162,483.17	16.37%	815,273.30
Police (inclcd animal control & comm orient)	6,090,287.00	1,411,719.74	1,015,047.83	23.18%	4,678,567.26
Streets (inclcd traffic eng & snow/ice)	3,614,586.00	677,660.37	602,431.00	18.75%	2,936,925.63
TOTAL	20,799,768.00	4,066,241.15	3,466,628.00	19.55%	16,733,526.85

ENTERPRISE EXPENDITURES BY FUND	2024 ADOPTED BUDGET	CURRENT YTD POSTED EXP	2/12 ADOPTED BUDGET (Feb)	% of Budget Used (16.67% is 2/12)	BUDGET AMOUNT REMAINING	*BUDGETED DEPRECIATION (part of "2024 BUDGET")
Water (budgeted depreciation not booked until after year-end)	2,434,644.00	214,754.03	405,774.00	8.82%	2,219,889.97	\$ 958,382.00
Sewer (budgeted depreciation not booked until after year-end)	2,610,629.00	392,982.85	435,104.83	15.05%	2,217,646.15	\$ 734,900.00
Street Light (budgeted depreciation not booked until after year-end)	229,000.00	23,728.05	38,166.67	10.36%	205,271.95	\$ 46,000.00
Recycling	542,512.00	91,383.07	90,418.67	16.84%	451,128.93	N/A
Storm Water (budgeted depreciation not booked until after year-end)	1,107,937.00	25,268.05	184,656.17	2.28%	1,082,668.95	\$ 490,264.00
TOTAL	6,924,722.00	748,116.05	1,154,120.33	10.80%	6,176,605.95	\$ 2,229,546.00

EDA FUND EXPENDITURES	2024 ADOPTED BUDGET	CURRENT YTD POSTED EXP	2/12 ADOPTED BUDGET (Feb)	% of Budget Used (16.67% is 2/12)	BUDGET AMOUNT REMAINING
Economic Development	92,390.00	3,318.91	15,398.33	3.59%	89,071.09

CC Regular Session

Meeting Date: 04/23/2024

Primary Strategic Plan Initiative: Not Applicable

Information

Title

Receive Cash and Investments for Period Ending March 31, 2024

Purpose/Background:

Purpose: Receive Cash and Investments for Period Ending March 31, 2024

Cash and investments report shows the monthly cash flow - receipts and expenditures through March 31, 2024 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 March 31, 2024

Form Review

Inbox

Brian Hagen

Form Started By: Diana Lund

Final Approval Date: 04/18/2024

Reviewed By

Brian Hagen

Date

04/18/2024 08:14 AM

Started On: 04/01/2024 06:42 AM

CITY OF RAMSEY
REPORT OF POOLED CASH FLOWS
Period Ended March 31, 2024

	March-24 CURRENT MONTH	2024 YEAR-TO-DATE
CASH AND TEMPORARY INVESTMENTS		
BEGINNING BALANCE (Includes 2022 & 2023 Bond Proceeds)	\$ 101,199,414.22	\$ 106,429,330.67
CASH INFLOWS:		
Daily Deposit	267,413.31	2,359,556.44
Tax Settlements	-	203,234.45
U/B Receipts	44,018.40	492,403.30
Credit Cards (Includes Utility Billing)	288,830.92	1,503,218.05
Interest Earnings [Net of Interest Paid on Investments]	216,533.71	667,612.20
Bond Proceeds-int	-	18,755.58
TOTAL CASH INFLOW	\$ 816,796.34	\$ 5,244,780.02
TOTAL CASH AVAILABLE	\$ 102,016,210.56	\$ 111,674,110.69
CASH OUTFLOWS:		
Prepaid Checks	795,107.20	3,247,408.42
Bills Lists	1,552,633.07	4,490,725.80
Pay Estimates	686,397.80	3,948,613.20
Credit Cards	18,650.48	32,277.03
Payroll - Net	772,532.73	1,763,780.70
Flex Reimbursement	18.00	330.12
Void Checks/Dormant Checks Paid	(3,712.85)	(4,109.71)
Debt Service		
Miscellaneous [Bank Charges; etc.]	261.00	762.00
TOTAL CASH OUTFLOW	\$ 3,821,887.43	\$ 13,479,787.56
POOLED CASH AND TEMPORARY INVESTMENTS ENDING BALANCE	\$ 98,194,323.13	\$ 98,194,323.13
MEMO - NET 2024 CASH INFLOW (OUTFLOW)	(3,005,091.09)	(8,235,007.54)
INVESTMENT PORTFOLIO SUMMARY		
BEGINNING BALANCE - BV	\$ 71,750,985.28	71,631,912.26
Purchases	-	663,073.02
Maturities/Sales	(1,182,614.75)	(1,726,614.75)
ENDING BALANCE	\$ 70,568,370.53	\$ 70,568,370.53

2024 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED	BROKER	SECURITY DESCRIP	FDIC #	CUSIP	PRIN	PURCH	SOLD/	BV
	MAT DATE					BAL 1/1/2024		MATURE 2024	PRIN BAL 12/31/2024
230804	4/30/2024	4M	4M TERM SERIES			10,000,000.00		0.00	10,000,000.00 10,000,000.00
161114B	2/1/2024	Northland	ANDOVER MN TAX		034313-ZU-3	300,000.00		300,000.00	0.00
180730	10/1/2024	Northland	HUBBARD COUNTY TAX		443348-DG-9	100,000.00		0.00	100,000.00
201230	5/1/2025	Northland	FREEMONT 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	WILKINSBURG 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 5,350,000.00
210604	7/1/2030	UBS	FLORIDA STATE BOARD TAX		341271AF1	1,000,000.00		0.00	1,000,000.00
221014	1/12/2024	UBS	CD-ISRAEL DISCOUJ	19977	465076TW7	244,000.00		244,000.00	0.00
190315	3/15/2024	UBS	CD-COMENITY CAP	57570	20033AS31	245,000.00		245,000.00	0.00
190325	3/25/2024	UBS	CD-BANK HAPOALII	33686	06251AW48	245,000.00		245,000.00	0.00
200325	4/1/2024	UBS	NEW YORK HOUSING		649883S2	500,000.00		0.00	500,000.00
190118C	5/22/2024	UBS	CD-CAPITAL ONE	4297	14042R1P4	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-SALLIE 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 NATION	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
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 FAYETTE 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		796720NA47	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

2024 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED	BROKER	SECURITY DESCRIP	FDIC #	CUSIP	PRIN	PURCH	SOLD/	BV
	MAT DATE					BAL 1/1/2024		MATURE 2024	PRIN BAL 12/31/2024
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		64665QHA7	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		745401EG03	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		649660JL5	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
230131	9/30/2024	UBS	CD-PLANTERS BANJ	34254	72741PGZ4	244,000.00		0.00	244,000.00
230303		UBS	UBS PRIME FUND			51,724.41		0.00	51,724.41
230317	3/17/2025	UBS	CD-MANUFACTURE	588	5647595C3	243,000.00		0.00	243,000.00
230322	3/24/2025	UBS	CD-PINNACLE BANJ	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		514264FG0	1,675,000.00		0.00	1,675,000.00
230731		UBS	UBS PRIME FUND			554,843.90		0.00	554,843.90
231204		UBS	UBS PRIME FUND			249,389.65		0.00	249,389.65
230831A		UBS	UBS PRIME FUND			2,769,474.27		0.00	2,769,474.27
20831B		UBS	UBS PRIME FUND			6,001,637.81		0.00	6,001,637.81
230630		UBS	UBS PRIME FUND			859,359.98		292,088.74	567,271.24
23093023		UBS	UBS PRIME FUND			64,956.23		0.00	64,956.23
230430		UBS	UBS PRIME FUND			170,879.16		170,879.16	0.00
230531		UBS	UBS PRIME FUND			229,646.85		229,646.85	0.00
240228		UBS	UBS PRIME FUND				361,798.28	0.00	361,798.28
240131		UBS	UBS PRIME FUND				301,274.74	0.00	301,274.74
									<u>55,218,370.53</u>
TOTAL INVESTMENTS						71,631,912.26	663,073.02	1,726,614.75	70,568,370.53
Unamortized Premiums						1,759,475.03			1,759,475.03
Unamortized Discounts						(4,343,552.11)			(4,343,552.11)
BMO						8,036,228.16	7,233,719.62	14,157,112.94	1,112,834.84
Bond Proceeds						12,162,050.46	18,755.58	494,669.23	11,686,136.81
Money Market Accounts						17,183,216.87	227,841.16		17,411,058.03
Net Cash and Investments						106,429,330.67	8,143,389.38	16,378,396.92	98,194,323.13

CC Regular Session

Meeting Date: 04/23/2024

Primary Strategic Plan Initiative: Enhance City’s communication through transparency and accountability.

Information

Title

Approve the Following Meeting Minutes:

- 1. City Council Special Work Session dated March 19, 2024
- 2. City Council Special City Council dated April 2, 2024
- 3. City Council Work Session dated April 9, 2024
- 4. City Council Regular Session dated April 9, 2024

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 Special Work Session dated March 19, 2024
- 2. City Council Special City Council dated April 2, 2024
- 3. City Council Work Session dated April 9, 2024
- 4. City Council Regular Session dated April 9, 2024

Attachments

- 3-19-24 Special WS
- 4-2-24 Special Meeting
- 4-9-24 CCWS
- 4-9-24 Meeting

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	04/18/2024 01:22 PM
Form Started By: Katie Schmidt		Started On: 04/18/2024 10:52 AM
Final Approval Date: 04/18/2024		

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

The Ramsey City Council conducted a City Council Special Work Session on Tuesday, March 19, 2024, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

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

Also Present: City Administrator Brian Hagen
Administrative Services Director Colleen Lasher

1. CALL TO ORDER

Mayor Kuzma called the City Council Work Session to order at 6:45 p.m.

2. TOPICS FOR DISCUSSION

2.01: Review 2024 Citizen Survey Questions

City Administrator Hagen reviewed the Staff report in regard to the 2024 Citizen Survey.

Councilmember Specht asked about the demographic information at the end of the survey, for example, the question about gender identity, and why the City cares about these questions.

City Administrator Hagen explained that these questions are tied back to the census and some of the general questions that are asked as part of the census. He noted these questions are used to help analyze the results and to weigh the survey to make it reliable.

Councilmember Specht said he does not believe they need this information as it is personal and will not affect the way that they treat residents.

Councilmember Howell shared that she has a lot of concerns throughout the survey. She said she has many concerns with questions D11, D12, D14, and D14a, as she perceives them as being sexist and racist. She noted that question D11 about race is not inclusive of all races and question D14 is very invasive into people's privacy. She added that she does not believe that it is the responsibility of the City to collaborate with the census. She reiterated that these questions do not seem appropriate and should not impact the quality of services that the City provides to its residents.

Councilmember Musgrove agreed and added that she would also like to remove question D2 about health as she does not see how this question would help the City with their missions and objectives. She said she does not see how these questions relate to the work that they do. She noted that they also get income data from the County so she does not see why they would need to ask about someone's income as they already get a general idea about this from the County. She said she would like the questions to get more feedback from residents on the role that the City plays and the services it provides.

Councilmember Woestehoff asked for more information on how these demographic questions are used to cross-reference the census data.

City Administrator Hagen explained that the survey company that they are using does surveys nationally. He said they will compare the survey responses to the nation, then to the State and region, then to communities in the region of similar size in the region. He said the company wants to weight these responses. He stated he is not sure if they also calculate the weight based on race data. He said the main reason for these questions is to make sure the feedback is representative of the community.

Councilmember Howell reiterated that the census has its own purpose and it is not the City's job to help out with this. She noted that historically, when people are put into racial categories it has not ended well. She added that she does not know what they do with this data outside of the City's use of it and she does not want any part of that. She noted that she also does not know why they have an interest in how often people check their emails, visit social media sites, and shop online as asked in question D1.

Mayor Kuzma asked if the Council would like to strike these questions from the survey.

Councilmember Woestehoff said he would like to get more information from the survey company before removing these questions. He noted that without these questions they could be risking the data and if it is appropriate for what the community is. He added that if they do not have this information then it is possible that they are only catering to one demographic of people rather than a representation of the entire community.

Mayor Kuzma asked if these questions are similar to survey questions that have been sent in the past.

City Administrator Hagen explained that D14a is a new question; however, the rest of the questions were all on the survey in 2020. He said he can go back to the survey company and ask them if these questions were to be eliminated if they would still get good weighted results from the survey.

Councilmember Howell asked how they would be representing everyone in the community by asking for racial data if there is not an answer for people who are a race that is not listed. She reiterated that this question is not inclusive and taking all races and putting them into six response options does not give them accurate data. She noted they have a wide variety of races represented in the City. She emphasized that she would like this question, D12, and question D11 to be struck from the survey regardless of what the survey company says.

Councilmember Musgrove agreed and noted that they will get information from the residents concerning road conditions and other City matters without asking these types of questions. She added that they do not look at race or ethnicity when it comes to road projects and they do these projects based on the condition of the road and the needs of the residents. She added that this survey is also not updating things, such as updating Twitter to X in the social media question. She stated she does not understand how finding out if people share their opinions online makes a difference in how they serve the community. She asked what information this brings to the City that would change their service. She noted that questions about how long someone has lived in Ramsey and what kind of housing they live in is helpful to them. She added that the question about monthly income is also invasive as they get this information from the County. She asked if they are going to change anything about how they serve the City based on the answer to this question.

Councilmember Woestehoff stated that the purpose of the financial question is to make sure that they are not getting skewed survey results and that the responses they do receive are weighted appropriately to the population they do have.

Councilmember Musgrove asked if they would need question D11 to figure out if the responses are weighted appropriately.

Councilmember Woestehoff noted that he believes that question D11 is more useful when it comes to programming for Parks and Recreation.

Councilmember Musgrove asked about all other languages other than Spanish that are not addressed in question D11. She said she does not understand how having this question is not excluding every other language.

Mayor Kuzma said they could add 'other' as a response to this question.

Councilmember Musgrove said this would still exclude so many specific races. She noted that on the census these questions are marked as optional. She asked if these questions could be optional on this survey as well.

City Administrator Hagen said if someone takes the survey they are not forced to answer any question.

Councilmember Musgrove said there is no statement with these questions that say they do not have to be answered. She added that she would like to find out from the survey company if these questions are optional and they can include a statement that tells people that these questions are optional.

Councilmember Riley said he would be fine with removing some of these questions. He said question D11 is extremely pointed as they do not ask specifically about all other races and languages. He noted that questions D11, D12, and D14 could be removed. He added that for question D1, the number of times a day people are checking their emails, visiting social media

sites, and shopping online is more than the City needs to know. He noted that question D2 on someone's overall health is more of an opinion.

Councilmember Olson agreed with Councilmember Riley. He shared he does not like questions D11, D12, D14, or D14a as these questions seem unnecessary and invasive.

City Administrator Hagen said he will reach out to the survey company and ask if questions D1, D2, D11, D12, D14, and D14a are necessary.

Councilmember Musgrove explained that some of the questions in the more general part of the survey seem to be leading questions. She asked if they would be able to give more clarity on these questions and leave out some of the information that is leading, for example, in question 8 where it discusses using public transportation, she suggested removing the part of the question that said 'instead of driving.' She added that question 11 seems random as it asks for feedback on the City government and Federal government but not State government. She noted they would be able to get more out of the survey if some of the questions were geared more toward the City's mission.

Councilmember Howell stated that the first three items under question 8 make sense. She shared concerns with asking residents if they have volunteered with a City group or activity, if they have campaigned for local causes and candidates, and if they have voted in a recent election. She stated that these items are invasions of privacy and does not see how they are necessary. She noted that the questions on driving are all geared towards less driving of vehicles, which is skewed. She said she does not see these questions adding value to the survey. She agreed that on question 11 they should ask about the State government.

City Administrator Hagen stated that the three questions that are about driving were new questions starting in 2020.

Councilmember Specht agreed that these are leading questions and he is okay with removing them.

Councilmember Olson agreed that the driving questions are not necessary.

Councilmember Riley said he would like to leave the questions related to volunteering, campaigning, and voting in the survey.

Councilmember Musgrove said she does not see the value these questions have. She said they are able to get voting data from the County.

Councilmember Olson added that he does not see the value in these questions either.

Councilmember Specht agreed.

Councilmember Musgrove said she really likes question 9 as it asks residents to rate all services of Ramsey. She noted they can use the answers to this question when looking at City services. She shared that she is not sure if all of the questions under question 7 are helpful as the City does not have all of the amenities that residents want.

Councilmember Howell noted that the question about air quality in question 7 is not a necessary question as this is something that is controlled by the State. She added that the City does not have a whole lot of control on other items under question 7, including availability of affordable quality food, quality healthcare, preventative health services, and quality mental health care as the City does not personally provide these services. She noted that she finds these questions odd; however, they were in the 2020 survey. She said these questions seem useless.

Councilmember Olson stated that although the City does not provide things like health care services, the Council has the ability to weigh in on what they are encouraging to come to the City. He said he sees some value in these questions.

Councilmember Specht said he would be okay with removing the question on air quality.

Councilmember Woestehoff said if the question on air quality was in the 2020 survey then he thinks it should stay in for this year.

City Administrator Hagen asked if there was anything missing from the list of City services in question 9.

Councilmember Musgrove asked if they ask any questions in the survey about taxes.

City Administrator Hagen noted that question 9 is just about the services the City provides and taxing residents is not a service provided.

Councilmember Musgrove added that the City does not have bus or transit services and these are done by the County and the Met Council.

City Administrator Hagen explained the benefit of having these questions in the survey is that they can run an infinite number of follow up surveys that are more targeted. He stated if bus and transit have a very low score and the City wants to put out another survey just on bus and transit, they could do this to get more targeted information. He noted that having this data would be a good thing.

Councilmember Specht asked if they should add a question about metro mobility.

City Administrator Hagen said he would not recommend that at this point.

Mayor Kuzma asked if they would like to add the State government to question 11.

Councilmember Woestehoff recommended also adding a question about the County government.

Councilmember Specht said that question 10 answers the question about government performance in Ramsey and he does not see a reason for question 11.

Councilmember Musgrove agreed that this question does not seem to add value.

Councilmember Olson said that question 11 seems to benefit the survey company and not the City.

Councilmember Howell agreed with Councilmember Olson.

Councilmember Woestehoff said that question 3 will give them good insight. He suggested adding a question on how likely someone would be to recommend a business to come to Ramsey.

Councilmember Musgrove liked this idea and said that businesses often ask this question.

Councilmember Olson asked why the first two items under question 4 were specific to during the day.

Councilmember Woestehoff stated that this is probably a better indicator of the overall fear factor. He added that data likely shows that people are a little more scared at night time and during the day is a better indicator of how people feel overall from a safety perspective.

Councilmember Musgrove shared that she finds the second and third item under question 5 to be interesting as there is a focus on diversity and backgrounds. She stated that she believes they try to welcome people to Ramsey regardless of backgrounds and ethnicity. She noted they try to attract people who want to live in the City and their ethnicity and background does not matter.

Councilmember Howell stated that valuing and respecting people from diverse backgrounds is important. She asked whose definition of diverse this question is using. She noted this is an odd question as she does not believe the City should be singling out groups of people and excluding others.

Councilmember Musgrove said the City should be valuing and respecting people from all backgrounds. She noted they should be respecting people because they are human and not based on their ethnicity or diverse background.

Councilmember Olson suggested that all the items under question 5 should address all residents rather than just those from diverse backgrounds.

Councilmember Woestehoff said if you look at last year's data for these questions there was a six point swing meaning that residents have an opinion on it. He noted that it would be interesting to see if those moods have changed over time. He added that the question about making all residents feel welcome had a score of 64% while the question on attracting people from diverse backgrounds was 58%, and taking care of vulnerable residents was only 56%. He noted that residents do not see these questions as one in the same.

Councilmember Howell said her concern with the question on attracting people from diverse backgrounds is with whose definition of diverse are they using.

Councilmember Musgrove said they are not building things in the City for one certain group of people, they are doing it for the people who want to live in the City, regardless of who they are.

She said they can ask people how they feel about these things; however, they are not working towards any of this in any of their plans and goals in the City. She noted that people come to Ramsey from all walks of life. She reiterated that she does not like to single things out like this just in order to get data points.

Councilmember Howell asked who the people are that the City would attract that are not from diverse backgrounds.

City Administrator Hagen asked if the Council would like to remove the words 'from diverse backgrounds' from the third question.

Councilmember Olson recommended changing this to 'all backgrounds.'

Councilmember Woestehoff said if they remove those words from this then they would be starting over with historical data for this question. He noted that they should add something to it, like Councilmember Olson's suggestion.

Councilmember Howell said she does not have a problem with this question if they truly mean diverse. She noted that if diverse just means not white then she does have a problem with it as this would value some people less than others.

Councilmember Riley said that the residents may have different opinions than what the Council thinks. He noted that he thinks they would rate highly on being welcoming to diverse people; however, he does not know how the residents feel unless this question is asked.

Councilmember Specht noted that if by diverse they mean non-white then they should just say that.

Councilmember Howell agreed and said this would be extremely racist. She added that there is no way that they would get clean data out of this and would recommend changing this question or removing it altogether.

Councilmember Olson reiterated that he thinks they should change this question to say all backgrounds, not just diverse backgrounds.

Councilmember Howell shared that the reason she would like this question to be changed is because the word 'diverse' can have many different definitions and they would not be able to get clean data off of this as everyone has a different definition of 'diverse.'

Councilmember Musgrove noted that the questions under question 6 are good to get an idea of how the residents feel about things in the City.

City Administrator Hagen asked about the custom questions, 13, 14, and 15.

Councilmember Musgrove asked if the newspaper scores low if they will change anything.

City Administrator Hagen explained that they legally have to identify an official newspaper for publication requirements. He noted the responses to this question could change what else they do with the newspaper.

Councilmember Musgrove noted that Twitter needs to be changed to X. She added it would be interesting to see how many people use the City's YouTube channel to get information.

City Administrator Hagen said the City does have a YouTube account; however, they do not actively use it. He noted that question 13 addresses the City's methods of communication. He shared that Champlin had a question in their survey asking their residents if there was another form of communication they would like the city to use.

Councilmember Musgrove said that would be an interesting question to find out where people are going for social media.

Councilmember Woestehoff added that they could also ask what people think is the local newspaper, if that is the *Anoka Union Herald* or the *Star Tribune*.

Councilmember Musgrove noted that all questions under question 14 have to do with Parks and Recreation.

City Administrator Hagen said the intent in the past for this question was to gauge interest in investing in parks and trails.

Councilmember Woestehoff asked if they wanted to add more specific items to this question, such as the splash pad they are adding.

Councilmember Riley said this would give them good information on the interests of the residents.

City Administrator Hagen reiterated that they can take these survey results and send out another survey that would give the tax increases on individual homes to see how strongly residents feel about these things.

Councilmember Howell said she would be curious on what feedback they would get in regard to a new Community Center as this would take a significant dollar amount to build. She shared that she knows a lot of young parents who would be very enthusiastic about a Community Center; however, she does not know how that enthusiasm would translate if it caused a major tax increase.

City Administrator Hagen said they will be talking about this at the April 9 Work Session. He added that the Community Center would have a revenue aspect to it that could help offset the costs.

Councilmember Musgrove asked if the splash pad is within the five year CIP.

City Administrator Hagen said this is on the wish list as they do not have funding identified.

Councilmember Woestehoff stated it is on the CIP for 2027.

Councilmember Musgrove noted that building a new Community Center is a question that they have been asking for a long time. She stated the expectation is that they will have a new Community Center at some point. She said the splash pad may be something that is more worth asking about and may bring more revenue to the area.

Councilmember Woestehoff shared that he believes there is no harm in keeping the question about a Community Center on the survey. He added that in the 2020 survey, more people shared that they wanted a new Community Center over new parks. He said they need to start somewhere with these questions on what amenities the residents want to see then they can gather more data down the line.

City Administrator Hagen asked the Council how they felt about question 15. He noted that some of the questions seem a little redundant to question 14.

Councilmember Woestehoff shared that each one of these questions was designed to mirror the City's Strategic Plan. He noted that he would not want to change these questions.

Councilmember Olson suggested keeping these questions as is.

Councilmember Howell agreed.

Councilmember Riley asked if they could ask more than 15 questions in the survey.

City Administrator Hagen said it would likely cost more money.

The consensus of the Council was to direct Staff to find out more information on the demographic questions from the survey company, to remove the questions related to driving, volunteering, campaigning, and voting under question 8, to remove question 11, to add a question related to how likely someone who be to recommend a business come to Ramsey under question 3, to remove the question on attracting diverse backgrounds and change the question on respecting residents from saying 'from diverse backgrounds' to 'all residents' under question 5, and to add a question about splash pads under question 14.

2.02: City Board and Commission Interviews

Administrative Services Director Lasher reviewed the Staff report concerning interviews and reappointments to City Boards and Commissions. She shared that they will be interviewing Bruce Anderson, an incumbent who is seeking reappointment to a third term on the Planning Commission.

The Council interviewed Mr. Anderson.

Administrative Services Director Lasher reviewed the recommendations for reappointments.

Councilmember Riley shared that he serves on the EDA and thinks it is in a very good spot right now and he is very happy with where it is at and would support the reappointment.

Councilmember Howell agreed.

Councilmember Woestehoff shared that the current members of the EPB are all fully engaged and ask good questions and he would support their reappointment.

Councilmember Howell agreed.

Councilmember Musgrove shared that she is in support for the reappointment to the Parks and Recreation Commission.

Mayor Kuzma shared that based on the interview with Mr. Anderson, he is in support of his reappointment.

Councilmember Musgrove asked why Mr. Anderson was the only person they interviewed for reappointment.

Administrative Services Director Lasher explained that Mr. Anderson is the only individual who was up for an odd year reappointment. She shared that the policy states that when someone is on an odd year term and wants to be reappointed, they are invited to a voluntary interactive feedback session. She added that all other individuals seeking reappointment are on even number terms.

Councilmember Musgrove asked if these other individuals will also get an opportunity for the interactive feedback session.

Administrative Services Director Lasher said yes and that they will have this opportunity during their odd year term if they seek reappointment. She asked the Council what they would like to do with the partial, one-year term vacancy remaining on the EPB.

Councilmember Specht asked if they can just leave the vacancy open and wait until someone is interested.

City Administrator Hagen explained that they run a continuous Board and Commission recruitment article in every newsletter. He said this is a one-year term and it would be difficult to do a targeted recruitment process as it would take a few months to get through the process. He added that the EPB tends to have the least amount of interest.

Mayor Kuzma asked how many members are on the EPB.

City Administrator Hagen said six currently with one vacant seat.

Mayor Kuzma suggested just leaving this vacancy open until someone applies for the position.

City Administrator Hagen shared that if they do receive an application for this, they would put it on the first available Work Session.

Councilmember Musgrove asked about the two applications that were submitted and then withdrawn. She asked if they withdrew their applications as they were interested in the EDA and there was no opening.

Administrative Services Director Lasher explained that the applicants did not know that they only had one partial term on the EPB open. She added that these applications came in at the end of 2023.

Councilmember Musgrove asked if these applications will stay on file.

Administrative Services Director Lasher said she will have to refer back to policy on this. She said she believes the applications will be pulled from the file.

The consensus of the Council was to reappoint Rachal Johnson to the EDA, Michael Heifner, Thomas Hagerty, and Hassan Salami to the EPB, Megen Ealain to the Parks and Recreation Commission, and Bruce Anderson to the Planning Commission.

2.03: Strategic Planning Session

City Administrator Hagen reviewed the Staff report in regard to finalizing the Strategic Plan. He shared that the Strategic Plan covers a lot of areas that are ongoing that they will continue to work on from year to year. He said there was not any one suggestion for a bigger project that came up to put on the list, outside of the email communication that the Council received from Dustin Reeder today concerning the pedestrian overpass over Highway 10. He added that there has been some movement via third parties at the legislature to introduce a bonding bill for proceeds to construct this project.

Councilmember Specht said if someone else wants to pay for this project then that is fine with him; however, he does not think they should invest City money into this as he does not see the need.

Councilmember Musgrove said she was not aware of any email that went out so she would have to reserve any comments until she has had time to review the information.

City Administrator Hagen said they could try to seek funding for this.

Councilmember Riley added that he would not want to see this move forward at all without the athletic building across the road. He said he has consistently been against this because it would not go anywhere right now.

Councilmember Howell concurred.

Councilmember Musgrove shared that there should be an action item under the strategy for addressing infrastructure needs for completing the trail maintenance policy. She noted that they have done some trail replacement and other activities with regard to the trails over time. She suggested adopting a trail maintenance policy.

Councilmember Riley stated they have had lots of discussions about road projects and maintenance last year and with the winter they had this year it seems like they should really be able to get ahead or at the very least caught back up with what they were not able to get done last year. He noted that this fits in with what they are talking about with this strategy.

City Administrator Hagen said a perfect example of this is determining short term annual pavement maintenance needs. He noted that this should fall into their routine annual operation. He said they can keep this in the Strategic Plan, so it stays in front of them.

Councilmember Riley explained that the reason this was added was because of how far behind they got on the roads and other maintenance in past years.

City Administrator Hagen asked if they would like to remove this section but keep it in the operating budget.

Councilmember Riley said it should stay in the Strategic Plan until they have gotten to the point where it is no longer required that they have to catch up.

Councilmember Woestehoff agreed that this should stay on for at least another year as a reminder of how bad last year was.

Councilmember Musgrove asked if there is another area of the Strategic Plan where stormwater maintenance is addressed. She noted that this is something that City Engineer/Public Works Director Wesby has talked about needing to address.

Councilmember Riley noted that this is addressed in 1B under addressing infrastructure needs.

Councilmember Musgrove added that there is another stormwater maintenance policy that needs to be done. She noted that along with some of the routine things, stormwater maintenance is also a part of what would be a strategic item.

City Administrator Hagen said they could take the stormwater maintenance policy and the park and trail maintenance policy and plug them in under the strategy of enhancing City communications through transparency and accountability. He noted that this first strategy addresses the infrastructure needs.

Councilmember Woestehoff said this could be added under action item 21 of analyzing City policies.

Councilmember Musgrove said there should be a timeframe on developing these policies rather than just consider it ongoing. She stated she would like to have these done by the third quarter of the year.

City Administrator Hagen said these policies are what Work Session time is for. He noted that these items have been on the list for a Work Session; however, other items have come up with greater importance that have pushed them off. He said these items can stay on the list, so they stay at the forefront of their minds.

Councilmember Musgrove asked how the items under action item 2 are going to be quantitative. She noted they have talked about these items in regard to the turf grass or having prairie grass areas; however, they have not gotten a lot of feedback on the effects of these changes. She said that under other questions there are quantitative results.

Councilmember Howell agreed and stated they have been asking for this quantitative data for a long time and they have not really gotten anything in response to this. She said it would be great to see that progress is being made in this area.

City Administrator Hagen said he can add a recap to show the progress of this to assess the return on investment.

Councilmember Riley noted that they added action item 4 last year to review the efficiency and effectiveness of advisory boards. He asked what this means.

Councilmember Specht shared that they were talking about merging the EPB with the Planning Commission or if they should keep them separated.

City Administrator Hagen said they did not talk about this at a Staff level of how they analyze this and what it looks like. He added that this came up because they were short on EPB positions and then they had a huge influx of interested candidates last year and all of the Boards filled up. He explained that this would boil down to seeing if there is any overlap on any Boards or Commissions.

Councilmember Riley suggested refining this and have it just for reviewing the EPB.

Councilmember Musgrove shared that she thinks this should be a lower priority. She noted that her issues that came up in regard to Public Works were resolved. She added that she thinks this action item could be removed because there are higher priorities and some of the issues and concerns that they had last year have been addressed.

Councilmember Riley asked City Administrator Hagen what his observations were on analyzing operations. He shared he was hoping this would be something that could be remarkable.

City Administrator Hagen explained that this got moved out a year because part of the discussion was with bringing in a third-party consultant and that was not added to the 2024 budget. He shared that as far as overall inefficiencies, he does not see any major glaring issues. He noted they are

continuously looking at the effectiveness of staffing levels. He shared that he believes they have done a good job in regard to hiring new engineer inspectors as well as Public Works Staff for both short- and long-term needs.

Mayor Kuzma noted that consolidating the Public Works building has been a big help.

City Administrator Hagen stated that he has not put anything together to show where they are inefficient but the secondary aspect of this was to bring in a third party. He noted that the third party would help compare them against other organizations from a staffing level perspective, looking at the services that they are providing and other things of that nature.

Councilmember Riley shared that he believes that action item 6 is very good as it gives them good data on exactly what is going on.

City Administrator Hagen added that Economic Development Manager Sullivan does a report to the EDA every year on the business visits that he does.

Councilmember Musgrove suggested that they find out from businesses what their needs are; however, this may already be addressed by the EDA rather than the Council.

Councilmember Riley added that Economic Development Manager Sullivan does invite EDA members to come to the meetings with businesses.

Councilmember Howell asked why the number of business visits a year have dropped over the last few years.

City Administrator Hagen said that it is likely due to all of the other things on Economic Development Manager Sullivan's plate that he has to attend to, so he does not have as much time to do so many business visits. He noted that the City has had a lot of interest so he is talking to prospective businesses on moving to Ramsey and this takes up a lot of his time. He added that a single business visit takes up a few hours out of a day. He discussed the action item of implementing QR codes. He said they have not developed this yet; however, they have done other improvements, such as a GIS map on the website to give more information on ongoing projects within the City.

Councilmember Woestehoff noted that they just approved the updated nuisance code so this item can be struck from action item 8.

Councilmember Musgrove asked if there are any City owned parcels that are not in the COR as addressed under action item 7.

City Administrator Hagen stated that at this time, this item only focused on the City owned parcels in the COR to make them more shovel ready.

Councilmember Musgrove said that there has been some discussion about some areas along Highway 47 and having these parcels more shovel ready with trails and other things. She noted this could be added to this item.

City Administrator Hagen said the trail would fall under the connected community strategy.

Councilmember Musgrove stated it is the parcels that the trail is on that would be potentially falling under strategic infrastructure investments.

Councilmember Riley shared that this property is about to be sold as they already have a signed agreement.

City Administrator Hagen stated that action items 10 and 11 are complete and item 12 is out of their control.

Councilmember Riley asked if this item should be removed.

Councilmember Musgrove noted that the implementation of QR codes is an ongoing item and asked if this is something that is new. She suggested that they remove action item 9.

City Administrator Hagen said if they believe that they have quality information out there on what the development is then he agrees that they could remove this item. He noted that regular development updates are sent out in newsletters, and they have the GIS map on the website.

Councilmember Musgrove shared that she believes that they have implemented enough other strategies where people can find out information about development that they no longer need this action item.

City Administrator Hagen asked if they want to leave the Ramsey Gateway Plan on the Strategic Plan.

Councilmember Specht said yes.

City Administrator Hagen explained that the updating priority street light program and pedestrian safety plan is ongoing as projects continue to come up. He noted that engineering Staff will take a look at this as projects continue and make design improvements as needed. He stated that for the parks capital improvements, the Council sets the CIP every year and if there is a project that they want higher on the priority list then Staff figures that out as they go. He stated that they can leave the pedestrian bridge off for now; however, they will still put forth some Staff effort on this. He shared that they have identified some gaps so they will continue to work on this as funding permits. He added that Staff will also continue working on recreation programming as time permits and opportunities arise.

Councilmember Musgrove asked why Parks/Assistant Public Works Director Riverblood's name was on the recreational programming item rather than Recreation Coordinator Proulx.

City Administrator Hagen noted that at the time of the adoption of this Strategic Plan there was no one in the Recreation Coordinator role. He said Recreation Coordinator Proulx can be added to this list.

Councilmember Musgrove said this is part of Recreation Coordinator Proulx's main goal in that she was hired to supervise other people in this area.

City Administrator Hagen noted that the responsible party of these action items is most commonly the department head or the person in the highest position of the department.

Councilmember Riley noted that what they are being told about the zip code for Ramsey is not consistent with what they were told when they met face-to-face.

City Administrator Hagen said this is something they will continue to address with USPS on an annual basis and they will figure out when the best time will be to submit a formal request again.

Councilmember Riley asked if they should implement a 'Volunteer of the Year' award as a part of action item 19.

Councilmember Musgrove said she remembers the idea behind this as something more generic rather than regular routine volunteering.

Councilmember Specht said these are things they should discuss at a later date.

Councilmember Howell agreed.

City Administrator Hagen shared that action items 20 through 27 are all ongoing items that they are continuing to address.

Councilmember Musgrove noted that there are a lot of opportunities for cost saving measures with the fire truck, the new equipment that they got for the Parks and Recreation department.

Mayor Kuzma added that they are also selling ads in the *Ramsey Resident*.

Councilmember Musgrove asked if there is an employee survey plan for 2024.

City Administrator Hagen said this is done every other year.

The consensus of the Council was to move forward with the discussed changes for the Strategic Plan and have it brought forward for final adoption at the March 26 Council Meeting.

3. TOPICS FOR FUTURE DISCUSSION

3.01: Review Future Topics/ Calendar

Noted.

4. MAYOR / COUNCIL / STAFF INPUT

None.

5. ADJOURNMENT

The Work Session of the City Council was adjourned at 9:05 p.m.

Respectfully submitted,

Brian S. Hagen
City Administrator

ATTEST:

Katie M. Schmidt
City Clerk

Drafted by Ava Major
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a special meeting on Tuesday, April 2, 2024, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

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

Members Absent: Mayor Mark Kuzma

Also Present: City Administrator Brian Hagen
 City Attorney Fritz Knaak

1. CALL TO ORDER

Acting Mayor Riley called the regular meeting of the Ramsey City Council to order at 6:00 p.m., followed by the Pledge of Allegiance led by Acting Mayor Riley.

None.

2. CITIZEN INPUT

None.

3. APPROVE AGENDA

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

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

4. CONSENT AGENDA

None.

5. COUNCIL BUSINESS

5.00: Consider City's Position on MN Housing Legislation

City Administrator Hagen reviewed the Staff report in regard to the Minnesota Housing Legislation. He shared that Councilmembers Howell, Musgrove, and Specht called for this Special Meeting in response to the bills being discussed at the legislature.

Councilmember Musgrove thanked Staff for getting this special meeting together. She noted that there are many things that the legislature is working on this year that will have major impacts to the cities, especially this one concerning housing. She explained that this legislation would change a lot of what the City would be able to do for housing. She shared that they need to do something to show the legislature that this would render the Council uninvolved in the zoning process in their own City. She added that it would not be acceptable for them to not say or do anything. She said they need to let the legislature and the governor know the City's position on this matter.

Councilmember Howell thanked resident Jim Bendtsen who came forward at the last Council Meeting and made the Council aware of this legislation. She shared that she spent time digging into this legislation and has some concerns. She noted that there are a number of other cities around the metro area that have already started lobbying against this. She said there are approximately 20 cities in the State that have started to take action on this. She said it would be great for the Council to send their own letter to the legislature as the legislators representing the City will also support the City's stance. She added that if they wanted to form a larger coalition then there are some groups that have multiple cities who have signed on to letters in opposition of this, and they could gather all cities who are in opposition and form a coalition together with Ramsey as its lead.

City Attorney Knaak shared that they already know what happens when Minneapolis tries to make decisions for the whole metro area. He shared that the legislature has not had the opportunity to impose their zoning controls on everyone yet. He noted that Minneapolis has gotten a lot of push back on their efforts to increase density in their 2040 plan. He explained that they are making an effort to change the law to get around this. He shared that they found an ally in this effort in contractors who want to lessen city power for obvious reasons. He said they have not seen a situation like this where there has been this kind of support from both sides of the aisle. He noted that this can be very dangerous. He explained that cities take many things into account, including city services and safety, when developments are looking to come into cities; however, this legislation would make these decisions exclusively based on profits and not planning. He said Ramsey should take pride in the fact that they are an example of how development should work, as the Council considers things such as traffic, safety, and City services before deciding if a development is right for the City. He noted that this is very different from the previous stance of the legislature years ago. He said there is nothing extreme about the way Minnesota regulates housing and zoning. He added that this issue resulted from a political problem in Minneapolis and is from a lot of people who are unfamiliar with what cities actually do. He discussed that this situation is similar to the recent THC legislation that did not give cities much control. He said they cannot word this letter strongly enough to show the legislature that they do not support this. He noted that it is very important that they voice their opinion on this. He said the thing that bothers him the most about this is the lack of reflection. He noted that the less friction the legislation gets

on this, the more they are likely to move forward with it. He said the angrier the City is about this, the more the legislature will listen. He added that the League of Minnesota Cities is currently fighting a tough battle as they are facing this, and many other, issues.

Councilmember Woestheoff asked which bill City Attorney Knaak finds most concerning.

City Attorney Knaak said HF4010 is the most concerning to him. He added that HF4009 seems to be stalled. He explained that they should not be deceived as revisions can always be made between Committees. He said nothing in these bills seem like a good idea.

Acting Mayor Riley asked if the Council was in agreement that they are not in support of these bills.

The Council was in unanimous agreement.

Councilmember Woestehoff said he would like to send a letter to the legislation as well as forming a coalition against this. He added that they can direct Staff to reach out to all of the State and Local Government Finance and Policy Committee members so they can be aware if these bills are getting hearings again. He agreed with City Attorney Knaak that these bills are not the solution to this problem that would result in putting cities at disadvantages that are not necessary.

Councilmember Musgrove agreed. She noted that since this is in Committee, they know they can get a letter out quickly. She shared that she has spoken with other cities who have been sending these letters to their legislators.

Acting mayor Riley asked if they would be able to build the coalition off of what the League of Minnesota Cities or the North Metro Mayors Association are already doing.

City Administrator Hagen stated that the League of Minnesota Cities is watching this and testifying on behalf of all cities as a part of their legislative platform that was adopted. He explained that when the League signs up to testify in various Committees they will often bring a member of their Board, which is made up of elected officials and staff members. He said the League is a great avenue to speak for cities. He added that letters from cities will also bring strength in numbers. He noted that anyone can sign up to testify on bills.

Councilmember Howell agreed that they should send an initial letter right away then spend some time looking at what other cities have done. She said coalitions have been averaging around six cities per coalition. She stated they could gather all of these cities and send out a larger letter with the support of their legislatures who can deliver the letter on the floor to the other legislatures. She added that she knows of some cities who would be interested in signing on to their coalition.

Councilmember Woestehoff suggested talking to Coon Rapids and all of Anoka County to get all of them on board. He noted that one of the members of the State and Local Government Finance and Policy Committee is Jerry Newton who is a member of the DFL party from Coon Rapids.

Jim Bendtsen, 14131 Junkite Street, came forward and said he was surprised that the Council did not know about this before he brought it forward to them. He said this has been being discussed at the legislature since the end of February. He asked if the City had any membership or a liaison with the League of Minnesota Cities.

Acting Mayor Riley said he was aware of this and had already been discussing it with City Administrator Hagen before Mr. Bendtsen brought this forward.

City Attorney Knaak said there are a bunch of discussions that are floating around the legislature, so it is a lot to keep track of. He noted that zoning regulations are not typically the attention-grabbing issues.

Councilmember Musgrove said the League of Minnesota Cities and the North Metro Mayors Association were both watching this and asking for help from cities to provide more pushback on this. She noted they may have missed this; however, she is glad they are to the point where they can have a special meeting and create a plan going forward. She shared that this is awful legislation. She said they have made a few amendments to these bills; however, they are still awful. She noted this would essentially eliminate the Planning Commission. She said this would take so many things from the City's control. She shared that the League of Minnesota Cities wants their help.

Senator Cal Bahr came forward and reiterated that this would eliminate all zoning actions within cities as these bills are designed to centralize control. He explained that these bills would take the control from City Councils and move it to a centralized agency, the State. He said Ramsey is the most populous of the cities he represents. He explained that minimum lot sizes would be completely eliminated if these bills pass. He noted that the contractors that are in support of this think that cities make it impossible to build in their city due to regulations. He said there is some legitimacy to this argument; however, it is not enough to take away local control of who can build what and where they can build it. He said these bills will escalate into all zoning and building elements of cities. He noted that the more stern they can draft this letter the better. He added that any bills are still alive up until the session adjourns. He encouraged the City to remain vigilant.

Acting Mayor Riley asked if there are any recommended changes to the draft letter.

Councilmember Howell recommended having City Attorney Knaak scrutinize the letter and add more aggressive language where needed.

Councilmember Woestehoff shared he would trust Staff to write a strongly worded letter based on the Council's feedback this evening.

Councilmember Musgrove asked who they should reach out to other cities to join the coalition.

Acting Mayor Riley said they can reach out to other cities at the City level as well as individual Councilmembers.

Councilmember Howell said Councilmembers can reach out to other Councilmembers from other cities while City Administrator Hagen reaches out to other City Administrators.

City Administrator Hagen added that he is a part of a City Administrator list with several hundred Administrators. He said he can send an email to everyone on the list to reach many cities at once to see who would be interested in signing on to this coalition. He noted that he can also focus his attention on other cities in the County and surrounding area. He would suggest putting a few week timeline on this to give other cities time to discuss joining a coalition. He said he and City Attorney Knaak can put together the initial opposition letter to send to the legislature.

Councilmember Howell said if they feel like they can get a big enough coalition together then she would like to get all of the cities' Mayors together to have a meeting and report to any news outlet that will listen to put pressure on the legislature.

Councilmember Olson asked if there is any idea what the critical timing is for these bills.

Senator Bahr suggested having the initial draft letter done by the end of the week so they can send this out early next week and see if other cities would like to sign on. He said a 10 to 12 day window would be best to get this letter submitted before the bills go to the Conference Committee.

Councilmember Musgrove asked if there is a specific date that the Conference Committees begin.

Senator Bahr said the final deadline for Finance Committee bills is April 19. He noted there is not a fixed date when Conference Committees meet.

Councilmember Musgrove asked if they should physically hand in their letters or send them by email.

Senator Bahr said he can bring copies of the letters to distribute to every Senator on the floor.

Motion by Councilmember Howell, seconded by Councilmember Musgrove, to direct staff to send a written statement to legislators opposing state legislation that restricts local zoning authority and draft a letter to circulate among any cities that would be in support of this.

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

City Administrator Hagen said they can also send out social media posts that will share the City's stance on the matter.

Councilmember Musgrove suggested sharing the final letter from the City on social media.

City Administrator Hagen said they can post the letter on their website and link it to Facebook as well as provide links to the League of Minnesota Cities webpage.

Councilmember Howell added that a lot of cities were also sending their letters to the local newspapers. She suggested sending their letter to the newspaper as well as having QCTV doing a highlight on this.

6. MAYOR, COUNCIL AND STAFF INPUT

Councilmember Musgrove suggested that they add a legislative update to every meeting's agenda to help them stay on top of legislative items. She added that she would also like a Work Session discussion on meeting agendas and taking a look at what other cities do to see if they could change their agenda.

7. ADJOURNMENT

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

Motion carried.

The regular meeting of the City Council adjourned at 6:50 p.m.

Respectfully submitted,

Brian S. Hagen
City Administrator

ATTEST:

Katie M. Schmidt
City Clerk

Drafted by Ava Major
TimeSaver Off Site Secretarial, Inc.

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

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, April 9, 2024, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

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

Members Absent: Mayor Mark Kuzma

Also Present: City Administrator Brian Hagen
 Parks and Assistant Public Works Director Mark Riverblood

1. CALL TO ORDER

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

2. TOPICS FOR DISCUSSION

2.01: The Waterfront - Community Building Operations Forecast and Planning Status

Parks and Assistant Public Works Director Riverblood reviewed the Staff report in regard to The Waterfront community building in the COR.

Richard Dobransky, President of Morrissey Hospitality, and Elizabeth Morrissey Brown, Vice President of Business Development and Marketing at Morrissey Hospitality, came forward and reviewed their management services and how they will be operational partners with this project, as well as the project pro forma.

Acting Mayor Riley asked if the City will own the restaurant that is a part of this project but Morrissey Hospitality will be running it for them.

Ms. Morrissey Brown said yes.

Councilmember Woestehoff noted that this does not include the capital expenditures that are required to get the restaurant running, such as the kitchen equipment.

Ms. Morrissey Brown said this was not asked of them to provide at this time.

Councilmember Howell asked how these services worked at other facilities when things were shut down for COVID. She asked what other entities own Morrissey Hospitality as far as a contract goes when operations could not be carried out.

Ms. Morrissey Brown explained that the fee they charge is based on a percentage of revenue so when there was no revenue coming in, there was nothing to be paid out to them.

Acting Mayor Riley asked if they were consulted on the layout of the building.

Greg Houck, Principal with the Architectural firm Cuningham, shared they are still at the beginning stages of the building planning, and they can work hand-in-hand with Morrissey Hospitality to make sure the building is as efficient as possible to operate the way they want it to operate. He added that Morrissey Hospitality has a very good reputation throughout the State for what they do.

Councilmember Woestehoff asked if there is a way that they can integrate amenity fees into the platform for the restaurant to improve the resident experience.

Ms. Morrissey Brown said yes and shared that they welcome these kinds of conversations. She noted that if the City already has a system established that works in other places and is reliable, then they can integrate it into what they use. She highlighted that they tailor their operations to the individual concept and client.

Acting Mayor Riley asked if any market analysis has been done surrounding this project. He noted that the restaurant is very necessary; however, he did not know about the catering aspect or other aspects of this project.

Ms. Morrissey Brown explained that they have not taken an in-depth look into this yet. She said if this project moves on to the next phase then they will begin to do a market analysis of these aspects. She shared that they have 7,000 square feet set aside for catering at this time.

Councilmember Specht noted that there is another private catering and event space in town to keep in mind as far as competition goes.

Acting Mayor Riley suggested allowing someone to rent the catering space from the City rather than the City operating the catering space. He said that if the City operated the space, it would give the perception that they are in competition with the private sector.

Councilmember Specht agreed.

Parks and Assistant Public Works Director Riverblood explained that by entering into a public-private partnership of this nature then they would eliminate the Staff positions that would have to rent and book the banquet area and be involved in the marketing. He noted the same goes for the splash pad and concessions area. He explained they would not be figuring out staffing for this aspect of the project either.

Mr. Houck noted that they also need to consider the adjacent entertainment areas and zones. He added that this will also play into the discussion of competition. He said this project will be a huge entertainment center for the City.

Ms. Morrissey Brown added if any local business was interested in the catering space they could work together with the business. She said they have worked with secondary catering partners in the past. She noted it would come down to the business's capacity and desire for their business.

City Administrator Hagen shared that Staff is looking for Council direction on the next steps for this project. He said they have gone as far as they can on a conceptual design and want to know where they go from here.

Councilmember Woestehoff said the restaurant portion of this project will end up paying for itself, it will just take time. He added that he would like to get something concerning this project on a ballot initiative with real numbers of what the tax impact could be on this project. He said he does not want the ballot initiative to just ask if the residents want this facility, he wants it to give more detail so the residents can give important feedback on if they want to pay for this project to come to be.

Councilmember Howell asked when the approximate project cost of \$20,000,000 was estimated.

Parks and Assistant Public Works Director Riverblood said this estimate is around a year old. He stated that the estimate is likely a little higher with current costs. He reiterated that Staff would like to know what the next steps are so they can get more accurate costs based on design changes.

Mr. Houck said the estimate was from last July. He shared the next step in this process would be to do a schematic design with engineering. He said after this they would be able to get another cost estimate to get more accurate numbers.

Ms. Morrissey Brown added that Morrissey Hospitality would be acting in more of a consulting manner through the design process of the project.

Councilmember Woestehoff asked if they would have time to get cost estimates back to get a question on the ballot.

Mr. Houck explained that it will take two months to get the schematic designs done, then another three to four weeks to gather more accurate numbers from subcontractors.

City Administrator Hagen stated that ballot questions are due in July. He noted that they could estimate a bonding amount on the high end if they cannot get exact numbers by the time the ballot question would be due.

Acting Mayor Riley stated he does not like the idea of putting a question on the ballot about this.

Councilmember Specht noted that some of the pushback Andover received about their community center is that it was never on a ballot for feedback. He said he likes the idea of having a question on the ballot; however, it would need to be very detailed.

Councilmember Musgrove said the work for 2024 was included in the case for the CIP. She asked if the building of this site is not in the CIP until 2027. She said she is not in support of moving this forward at this time. She noted that Economic Development Manager Sullivan has shared that with the Highway 10 project, some of the businesses along Ramsey and Sunwood have said they are going to hold off on their projects as well due to the construction. She added that there are also vacant restaurants in the City. She said she believes this project needs to be a little farther out as there are already amenities being developed. She added that they just bonded for the roads because they thought this was something that they could not put on the taxes. She said fixing the roads was a need and this facility is more of a want. She noted that this project will happen someday; however, she is not ready to support it at this time. She shared her appreciation for all the work that has been done on this project up to this point.

Councilmember Woestehoff shared that this facility will bring more business to the City. He said this would be an attraction that would do good for the City and its existing businesses, while also driving new business to the City. He explained that he does not think they should sit and wait until they have more businesses in the City but rather use this as an effort to bring more businesses in.

Councilmember Musgrove noted that she did not say this facility would not bring new business to Ramsey; however, right now, businesses are having a hard time and there is already an open restaurant space within the City. She said the timing of this seems premature.

Councilmember Howell shared that she loves this project and the idea of having Morrissey Hospitality coming in and running the restaurant. She shared her major concern with this is that it is another \$20,000,000 where they do not have a funding source so it will be more taxpayer revenue. She noted that there are many middle-class people in the City who are struggling to make ends meet as it is. She said if this is something that the Council wants to move forward with then she would like to see a very honest question on the ballot about the cost of this. She stated that based on the current economy and having just bonded for the roads, she does not think they should be saddling the residents with more costs at this time.

Acting Mayor Riley asked if they would like to put a question on the ballot about this.

Councilmember Musgrove said no as she thinks it is premature.

Councilmember Howell said she would not like to see this as a ballot question unless a majority of the Council is in support of moving this project forward. She added if they do ask a ballot question then she would like to see it be detailed so the residents would truly know what they are getting themselves into.

Councilmember Olson asked what the timeline would look like for this project if they do decide to move forward with it.

City Administrator Hagen said if everything moves forward from today than they would be lucky to be breaking ground as early as summer 2025. He added that the facility would not be open until likely spring of 2026.

Mr. Houck noted that at the earliest they could start construction in about eight months with construction taking about 13 months.

City Administrator Hagen added that if the Council would like a ballot question about this, it needs to be asked this year or wait another two years. He noted the benefit of asking the question this fall is that they will have a better turnout as it is a presidential election year. He said he is not sure how much detail they can put into the ballot question as the space is limited; however, they can add detail on the website and social media to get the information to the residents.

Councilmember Olson said because of the current economic situation, he feels it would be difficult to get a favorable response from the residents if they asked a ballot question about this. He noted he would lean slightly in favor of a ballot question.

Acting Mayor Riley asked if the Council would be able to approve the ballot question.

City Administrator Hagen said yes.

Councilmember Musgrove asked how accurate the estimates can be knowing that most business projects have a contingency fee that costs are added onto later.

Mr. Houck said they could be within plus or minus 5% of the estimate. He added there are not a lot of 'wild cards' in the equation and he thinks they can be pretty close to the true project cost in their estimate.

Councilmember Musgrove said she is still not in support of moving forward with this at this time.

Councilmember Specht would like to see them gather more information.

Acting Mayor Riley said he would like to get a more accurate cost estimate then use that number to see what it would cost the average household in the City and put this on the ballot question along with some details on the project.

Councilmember Howell added that she would like them to also include the number of years the bond is estimated to last.

Councilmember Musgrove noted the splash pad and trail are already budgeted for.

Parks and Assistant Public Works Director Riverblood said the splash pad is not a standalone project in the CIP. He noted that park improvements are not allowed to be funded by TIF. He added that they should estimate around \$3,000,000 in the park trust fund for the splash pad area.

Councilmember Woestehoff asked if it would be more informational to share on the ballot question that property taxes could go up a certain percentage rather than a dollar amount.

City Administrator Hagen said they can try to provide both a percentage and a dollar amount.

Councilmember Specht asked if the trail around the lake will be paved.

Parks and Assistant Public Works Director Riverblood said yes.

The consensus of the Council was to direct Staff and the architect to move forward with plans to produce a more accurate cost estimate which they can use on a ballot question.

2.02: Old Town Hall Discussion - 50th Anniversary

City Administrator Hagen reviewed the Staff report concerning the old Town Hall and the 50th Anniversary of the City.

Councilmember Specht shared that when Economic Development Director Sullivan took them on a tour of the building, he was impressed with how well it was put together and how it was close to being able to be utilized as a facility again. He said it would be a great thing to find a way to utilize this historic building, especially during the City's 50th anniversary.

Councilmember Howell noted that this building is a historic building that the City owns and it will sit there and rot if they do not do anything with it. She added that when the EDA looked at this, the revenue it could bring in versus the cost to fix it up would take a long time to break even. She explained that in other cities, they use these old buildings as one room schoolhouses which was a good use. She noted that preserving this building and getting it back into use would be great.

Acting Mayor Riley said that there was not a funding source for this project which is why they have not done anything with the building. He added that the parking for the building is also an issue.

Economic Development Manager Sullivan shared that when they looked at this from the EDA perspective, they were close to pulling the trigger to getting the building ready to go for development; however, the pricing was very expensive, and prices have not come down since they first looked at this. He explained that another option for this would be to potentially move the building; however, there are strong recommendations to not move it as they would have to do a lot of structural work to make the building strong enough to be moved and it would also lose all historical significance. He said a small boutique shop would be a good use for this building. He explained that the original interested party would have weekend and evening hours that would operate outside of bank hours to accommodate parking with the bank next door. He said this location is a cute venue and it would be able to preserve it as Ramsey does not have a lot of historical locations.

Councilmember Woestehoff asked where the funds would come from to get this building up and running.

City Administrator Hagen said this has not been determined yet. He shared the two logical funding sources are the park trust funds, which are restricted on how they can be used, or EDA funding.

Councilmember Woestehoff asked if Councilmember Howell's suggested use for the building was to fix it up but not find a tenant right away.

Councilmember Howell said she is open to whatever use would get this building fixed and utilized. She asked if they used park funds for this project to get the building into use if they would be able to replace these funds with EDA funds at some point.

City Attorney Knaak said he would have to look into it to see if this would be allowed. He noted that private fundraising could be done to fund this project.

Councilmember Olson shared his support for saving this building as he would hate to see the historic site go to waste and be torn down. He added that this year being the City's 50th anniversary is as good a time as any to do fundraising and restore the building.

Councilmember Specht asked if the Ramsey Foundation would have any interest in assisting with this project. He suggested they could look for other private organizations that could partner in this project.

Acting Mayor Riley said they ask the Ramsey Foundation for a lot so he is not sure if they would be interested but it could be worth pursuing. He added that the City has spent money on this building to ensure it is not getting worse and can still be preserved.

Councilmember Musgrove shared her support for trying to renovate the building to try to make it usable again. She added that this building is historic and adds to the character of the area. She noted that the previous administrator was passionate about restoring this historical site. She asked if there were any funding dollars currently available for this.

Economic Development Manager Sullivan said no and explained that there was funding available a while ago; however, the funds ended up being used for a number of different uses. He shared that the door for the building needs to be updated. He asked if the Council would like him to go out and get some quotes for the door at this time.

Councilmember Howell noted that this restoration will cost around 1% of the cost for the previous discussed project of The Waterfront property.

Councilmember Specht said it would be nice if the new door maintained the character of the rest of the building.

Councilmember Woestehoff shared that Youth First is looking for a new home so they may be an interested tenant for this building.

The consensus of the Council was to direct Staff to figure out a way to preserve this building and bring ideas back to the Council on how this can be funded, as well as directing Economic Development Manager Sullivan to get quotes to replace the door.

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 6:27 p.m.

Respectfully submitted,

Brian S. Hagen
City Administrator

ATTEST:

Katie M. Schmidt
City Clerk

Drafted by Ava Major
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, April 9, 2024, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

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

Members Absent: Mayor Mark Kuzma

Also Present: City Administrator Brian Hagen
 Planning Manager Todd Larson
 Economic Development Manager Sean Sullivan
 City Attorney Fritz Knaak

1. CALL TO ORDER

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

2. PRESENTATION

2.01: QCTV Update

Commissioner Chair Jamie Barthel, Executive Director Karen George, and Social Media/Communications Coordinator Seamus Burke came forward and gave the annual update on QCTV.

3. CITIZEN INPUT

None.

4. APPROVE AGENDA

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

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

5. CONSENT AGENDA

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

- 5.01: Note the following Boards, Commissions and Meeting Minutes:
- Planning Commission Meeting Minutes Dated February 22, 2024
 - Environmental Policy Board Meeting Minutes Dated February 12, 2024
 - Economic Development Authority Meeting Minutes Dated February 8, 2024
 - Public Works Committee Meeting Minutes Dated February 20, 2024
 - Parks and Recreation Commission Meeting Minutes February 8, 2024
- 5.02: Approve the Following Meeting Minutes:
- 1) City Council Work Session dated February 26, 2024
 - 2) City Council Work Session dated March 26, 2024
 - 3) City Council Regular Session dated March 26, 2024
- 5.03: Approve Business Licenses
- 5.04: Declare Unclaimed Bicycles as Surplus Property and Authorize Donation of the Same to a Non-Profit Organization According to the City's Donation Policy
- 5.05: Adopt Resolution #24-105 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of March 21, 2024 through April 3, 2024.
- 5.06: Adopt Resolution #24-074 Approving the final plat and development agreement for Trott Brook Crossing 2nd Addition.
- 5.07: Adopt Resolution #24-087 Approving Plans and Authorizing Bids for Improvement Project #24-55, 2024 Pavement Patching Contracted Services
- 5.08: Adopt Resolution #24-093, Approving a Site Plan, Final Plat, and Development Agreement for St. Katharine Drexel at 7633 161st Avenue NW
- 5.09: Adopt Resolutions #24-097 and #24-102 Approving Change Order #1 for Improvement Project #24-02 and Petition and Waiver Agreement for Municipal Water Connection at 6014 157th Lane NW.
- 5.10: Adopt Resolution #24-098 Approving Proposal for Lift Station No. 1 Permanent Generator Design and Construction Services
- 5.11: Adopt Resolution #24-099 Approving Proposal for Ramsey Gateway Highway 10 Improvements As-Built Record Plans
- 5.12: Adopt Resolution #24-101, Approving the Development Agreement for Lightbridge Academy
- 5.13: Adopt Resolution #24-103 Approving Construction Contingency Expense No. 4 for Improvement Project #21-09, Centralized Water Treatment Plant
- 5.14: Adopt Resolution #24-104, Accepting Proposal for Office Build out for Community Development

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

6. PUBLIC HEARING

None.

7. COUNCIL BUSINESS

7.01: Adopt Resolution #24-081 Approving Purchase Agreement and Right of Re-Entry Agreement for 6591 141st Avenue NW; Blanery LLC (portions of the meeting may be closed to the public)

Economic Development Manager Sullivan reviewed the Staff report concerning the purchase agreement and right of re-entry agreement for Blanery LLC. He shared the EDA's recommendation of approval.

Councilmember Musgrove asked if the current timeline accounts for any extensions.

Economic Development Manager Sullivan said the timeline does take the possible extensions into account.

Councilmember Musgrove noted the use for the building of an auto shop on the bottom floor and office space on the top floor is interesting. She asked about noise and fireproofing between the auto shop and the office space.

Economic Development Manager Sullivan said that auto shops can be very noisy and that the builder would be shortsighted if he did not construct the building in a fashion that would insulate the noise from the shop. He added that the office use can be in-and-out use so there may not be people who are constantly utilizing the space. He said the building will have to comply with Building Code requirements. He added that the office space may be used as a source of revenue to supplement the auto business.

Aliaksandr Blashchanitsa, the applicant, came forward and shared that the office space will have a concrete floor that will serve as fire protection. He said they will use insulation on the ceiling of the auto shop which will act as both sound and fire protection.

Motion by Councilmember Musgrove, seconded by Councilmember Woestehoff, to adopt Resolution #24-081 Approving Purchase Agreement and Right of Re-Entry Agreement for 6591 141st Avenue NW with Blanery LLC (as presented); subject to City Attorney review.

Further Discussion:

Acting Mayor Riley shared his excitement that they will finally have a business in this space as the lot has been sitting for a long time.

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

7.02: Adopt Resolution #24-089 Approving a Site Plan and Conditional Use Permit for an Automotive Repair Shop at 5195 142nd Avenue (Project No. 24-102); case of Complete Auto Service

Planning Manager Larson reviewed the Staff report in regard to the site plan and Conditional Use Permit for Complete Auto Service.

Councilmember Woestehoff shared the big concern from the Planning Commission was with the ingress-egress off of 142nd Avenue. He said moving the fence line does solve this concern by moving the access a little farther. He noted this new design addresses a lot of the commentary heard from residents about screening. He thanked the applicant for making some of the discussed changes.

Councilmember Musgrove noted that the fence lines were not the same in both plans presented.

Planning Manager Larson explained that the plans were developed from different designers and architects. He said the landscaping plan is more of what the applicant is requesting as they want to have as much snow storage as possible on the inside of the fence.

Councilmember Specht asked if the reduced size of the fenced area is still sufficient.

Mitchell Webb, the applicant, said this change is marginal. He noted that they would not want to throw this project away by not having the extra parking spots within the fenced area. He added that it would be nice to have this extra space to keep as many cars as possible inside the fenced area at night; however, he would like to please the neighbors as it would be their goal to serve the neighbors. He said he would like to keep the original fence plan while just shifting the driveway, but they can work around the fencing changes.

Councilmember Musgrove asked about the proposed future trail along this area.

Planning Manager Larson shared that the trail from St. Francis Boulevard to 142nd Avenue up to Nowthen is going to be a City lead project. He shared they are working with the civil engineer for this project as well as the daycare in this area to make sure all of the grades align so the project is smooth.

Councilmember Specht asked if Staff shared the same concerns of the Planning Commission in regard to the second entrance and the extra parking spots.

Planning Manager Larson said Staff feels as though the eastern entrance is important for customers as a safer option.

Acting Mayor Riley said this plan seems to be a good compromise and addresses the concerns from both the residents and the Planning Commission.

Motion by Councilmember Howell, seconded by Councilmember Musgrove, to adopt Resolution #24-089 approving a Conditional Use Permit and Site Plan for Complete Auto at 5195 142nd Avenue.

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

7.03: Adopt Ordinance #24-05, An Ordinance Amending Ordinance #23-09, An Interim Ordinance Prohibiting the Establishment of New Uses or the Operation of an Adult-Use Cannabis Business Related to the Sales, Testing, Manufacturing and Distribution of Real THC Products

Planning Manager Larson reviewed the Staff report concerning extending the moratorium of adult-use cannabis businesses while the State continues to work on ordinances and regulations for sales of these products.

Councilmember Woestehoff asked if the moratorium on the edible products can no longer be extended.

Planning Manager Larson said yes.

Motion by Councilmember Howell, seconded by Councilmember Olson, to waive the City Charter provision that an ordinance is read aloud and adopt Ordinance #24-05, An Ordinance Amending Ordinance #23-09, An Interim Ordinance Prohibiting the Establishment of New Uses or the Operation of an Adult-Use Cannabis Business Related to the Sales, Testing, Manufacturing and Distribution of Real THC Products.

A roll call vote was performed:

Councilmember Olson	aye
Councilmember Woestehoff	aye
Councilmember Specht	aye
Councilmember Musgrove	aye
Councilmember Howell	aye
Acting Mayor Riley	aye

Motion carried.

8. MAYOR, COUNCIL AND STAFF INPUT

8.01: Legislative Update

City Administrator Hagen provided a legislative update in response to the request from the April 2 Special City Council Meeting. He shared he will provide a legislative update at every Council meeting moving forward during this legislative session.

Councilmember Musgrove thanked City Administrator Hagen for preparing this legislative update as it gives the Council more information on where some of the relevant bills are. She asked about the pedestrian overpass on Highway 10. She stated she is not sure why this is being addressed and is confused as to why it is one of the legislative priorities. She added that she is concerned with the process of how this came about and how the Council was not fully informed about this project. She shared concerns with the precedent that this sets for the planning process that an email would be able to generate a project like this from someone outside of the City.

City Administrator Hagen shared that this was discussed during one of the Strategic Planning Sessions related to the youth athletic facility being proposed in this area. He noted that the City has an existing easement for a pedestrian crossing on this parcel. He added that Council discussion during the Strategic Planning Session was that the Council would be interested in this if it was paid for by others. He explained that if the City is awarded funds for this project then Staff will bring this back to the Council to figure out how to move forward.

City Administrator Hagen announced upcoming meetings and events.

Councilmember Specht shared the Ramsey Garage Sale Trail will be the weekend of May 3-5.

9. ADJOURNMENT

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

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

The regular meeting of the City Council adjourned at 7:50 p.m.

Respectfully submitted,

Brian S. Hagen
City Administrator

ATTEST:

Katie M. Schmidt
City Clerk

Drafted by Ava Major
TimeSaver Off Site Secretarial, Inc.

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

CC Regular Session**Meeting Date:** 04/23/2024**Primary Strategic Plan Initiative:** Create a positive image for residential neighborhoods, business districts and key corridors.**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.

Action:

Motion to approve the attached business license applications.

Attachments

Business License Applications

Form Review

Inbox	Reviewed By	Date
Sean Sullivan	Wendy Schlueter	04/17/2024 01:34 PM
Sean Sullivan	Kathy Schmitz	04/18/2024 03:38 PM
Brian Hagen	Brian Hagen	04/18/2024 04:00 PM
Form Started By: Wendy Schlueter		Started On: 04/17/2024 11:55 AM
Final Approval Date: 04/18/2024		

Report Name: License Report - License Types
 Council Dates: 4/23/2024 to 4/23/2024
 Status: Active, Inactive

City of Ramsey License Report - License Types

Printed: 4/16/2024
 Page: 1

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, Hemp, Low-Potency
 Edible Retailer Registration, 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

<u>Company</u>	<u>DBA</u>	<u>Complex Name</u>	<u>Applicant</u>	<u>Location</u>	<u>Exp. Date</u>	<u>Council Date</u>	<u>Status</u>
Mobile Food Unit-90 Days							
Yang Yumm			Pajhua Thao		7/24/2024	4/23/2024	A
Everything But Cake LLC			Justin R Eller		7/24/2024	4/23/2024	A
D&D Goodies LLC			Jenna Nguyen		7/24/2024	4/23/2024	A
Mobile Food Unit-90 Days License Count: 3							
Mobile Food Unit-Annual							
Mista Lady P Burgerz Wingz More			Aneta Shinkle		12/31/2024	4/23/2024	A
Chimborazo on Wheels			Pinguil M Pallchizaca		12/31/2024	4/23/2024	A
LAR Concessions	LAR Concessions		Linda Reinke		12/31/2024	4/23/2024	A
Ternus Outdoor Concessions dba The Willy Wagon	The Willy Wagon		Justin J Ternus		12/31/2024	4/23/2024	A
VGK Properties LLC dba Minne-Scoop-Ta	Minne-Scoop-Ta		Verna L Keiser		12/31/2024	4/23/2024	A
Mobile Food Unit-Annual License Count: 5							
Special Events							
Cars for Neighbors Inc			Valerie Jean Jensen	6141 Highway 10 NW	6/9/2024	4/23/2024	A
Special Events License Count: 1							
Transient Merchant/Peddler/Solicitor							
Everlight Solar			Wolfgang E Bellanger		12/31/2024	4/23/2024	A

Report Name: License Report - License Types
 Council Dates: 4/23/2024 to 4/23/2024
 Status: Active, Inactive

City of Ramsey License Report - License Types

Printed: 4/16/2024
 Page: 2

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, Hemp, Low-Potency
 Edible Retailer Registration, 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

<u>Company</u>	<u>DBA</u>	<u>Complex Name</u>	<u>Applicant</u>	<u>Location</u>	<u>Exp. Date</u>	<u>Council Date</u>	<u>Status</u>
Everlight Solar			Adam Hernandez-Illescas		12/31/2024	4/23/2024	A
Everlight Solar			Connor D Imholte		12/31/2024	4/23/2024	A

Transient Merchant/Peddler/Solicitor License Count: 3

Total Licenses: 12

CC Regular Session**Meeting Date:** 04/23/2024**Primary Strategic Plan Initiative:** Strive for high organizational morale and employee retention**Information****Title**

Approve Promoting a Parks Maintenance Worker to Lead Parks Maintenance Worker

Purpose/Background:

The purpose of this case is to request authorization to promote a current Parks Maintenance Worker to Lead Parks Maintenance Worker. This action is necessary due to the pending departure of Lead Parks Maintenance Worker, Mr. Terry Byron Jr. After nearly 19 years with the City of Ramsey, Mr. Byron is relocating and pursuing other professional endeavors.

The primary objectives of this position are to assist in providing work direction to Parks Maintenance staff, Seasonal Workers, as well as to perform the duties of a Parks Maintenance Worker. This position oversees the duties of Ice Rink Attendants and the maintenance of the City's outdoor ice rink. This position reports to the Parks Maintenance Supervisor and performs many other additional essential functions for the City, including being on the on-call team and snow plowing in the winter.

An internal recruitment was conducted and eight candidates were considered for the opening. Mr. Andy Blood was selected for promotion. Mr. Blood will be subject to a six-month probationary period, the Personnel Policy and the AFSCME union contract. It should be noted that this promotion creates a vacancy in the Parks Division that will require filling.

Funding Source:

The 2024 funding required for this action is included in the 2024 budget and represents a savings over the current amount.

Recommendation:

Staff recommends promoting Mr. Andy Blood, Parks Maintenance Worker, to Parks Lead Worker, at step 5 of the Lead Parks Maintenance Worker wage scale, which is \$37.514 per hour, effective May 18, 2024.

Action:

Approve promoting Mr. Andy Blood, Parks Maintenance Worker, to Parks Lead Worker, at step 5 of the Lead Parks Maintenance Worker wage scale, which is \$37.514 per hour, effective May 18, 2024.

Attachments*No file(s) attached.***Form Review**

Inbox

Brian Hagen

Form Started By: Colleen Lasher

Final Approval Date: 04/18/2024

Reviewed By

Brian Hagen

Date

04/18/2024 08:14 AM

Started On: 04/09/2024 09:12 AM

CC Regular Session

Meeting Date: 04/23/2024

Primary Strategic Plan Initiative: Not Applicable

Information

Title

Adopt Resolution #24-117 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of April 4, 2024 through April 17, 2024.

Purpose/Background:

Adopt Resolution #24-117 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of April 4, 2024 through April 17, 2024.

Recommendation:

Staff Recommends to Adopt Resolution #24-117 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of April 4, 2024 through April 17, 2024.

Action:

Motion to Adopt Resolution #24-117 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of April 4, 2024 through April 17, 2024.

Attachments

Bills List 4/23/2024
Resolution 24-117

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	04/18/2024 06:49 AM
Brian Hagen	Brian Hagen	04/18/2024 08:18 AM
Form Started By: Jennifer Morrison		Started On: 04/17/2024 02:34 PM
Final Approval Date: 04/18/2024		

RAMSEY CITY COUNCIL MEETING
4.23.24
BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	<u>SUBMITTED FOR APPROVAL</u>
Prepays 4.4.24 - 4.17.24	\$ 387,955.50
Accounts Payable 4.4.24 - 4.17.24	652,379.28
Payroll 4.12.24	244,010.99
Debt Service	
Pay Estimates- Projects	47,692.50

TOTAL SUBMITTED FOR APPROVAL THIS MEETING (Invoices Available for Reviewal)	\$ 1,332,038.27
---	------------------------

DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:

	<u>APPROVED PREVIOUS MTG</u>	<u>2024 Y.T.D.</u>
PREPAIDS	\$ 239,577.29	\$ 3,316,044.93
PREPAID ADJUSTMENTS		
ACCOUNTS PAYABLE INVOICING	267,411.14	4,758,136.94
ACCT PAYABLE INVOICING ADJUSTMENTS		
NET PAYROLL TOTAL	249,592.52	1,763,780.70
CORRECTION TO PAYROLL		
DEBT SERVICE		
CORRECTION TO DEBT SERVICE		
PAY ESTIMATE(S) - PROJECTS		3,948,613.20

TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED	\$ 756,580.95	\$ 13,786,575.77
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CITY OF RAMSEY
 Council Check Register by GL
 Council Check Register and Summary

4/4/2024 - 4/17/2024

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
118665	4/4/2024		100012 ACE SOLID WASTE INC							
		101.84	WASTE SERVICES		124506	10386395T067	0311.6374		REFUSE/RECYCLING	STREET MAINTENANCE
						APR 2024				
		338.49	WASTE SERVICES		124506	10386395T067	0194.6374		REFUSE/RECYCLING	GENERAL GOVERNMENT BUILDINGS
						APR 2024				
		536.52	WASTE SERVICES		124506	10386395T067	0452.6374		REFUSE/RECYCLING	PARK & RECREATION
						APR 2024				
		101.83	WASTE SERVICES		124506	10386395T067	9601.6374		REFUSE/RECYCLING	WATER FUND
						APR 2024				
		101.83	WASTE SERVICES		124506	10386395T067	9602.6374		REFUSE/RECYCLING	SEWER FUND
						APR 2024				
		652.72	WASTE SERVICES		124506	10386395T067	9604.6249		MISCELLANEOUS OPERATING SUPPLY	RECYCLING FUND
						APR 2024				
		101.84	WASTE SERVICES		124506	10386395T067	9605.6374		REFUSE/RECYCLING	STORM WATER UTILITY
						APR 2024				
		37,905.52	APRIL RECYCLING		124507	10386388T067	9604.6489		OTHER CONTRACTED SERVICES	RECYCLING FUND
						APR 2024				
		146.58	REFUSE/RECYCLING		124508	10391654T067	0220.6374		REFUSE/RECYCLING	FIRE PROTECTION
						APR 2024				
		<u>39,987.17</u>								
118666	4/4/2024		120851 ANDERSON, LAUREN & MATTHEW							
		63.40	ACCT 490191212 16460 FRONTMANN		124450	04022024	9601.4651		WATER REVENUE	WATER FUND
		<u>63.40</u>								
118667	4/4/2024		120530 AVENUE TITLE LLC							
		14.26	ACCT 735422 15505 RAMSEY BLVD		124451	04022024	9601.4651		WATER REVENUE	WATER FUND
		<u>14.26</u>								
118668	4/4/2024		120770 BOLLMAN, ALISON							
		200.00	WATER EFF REBATE 24-A BOLLMAN		124497	032824	9601.6436		WATER EFFICIENCY REBATE PROG	WATER FUND
		<u>200.00</u>								
118669	4/4/2024		120852 CARLSON, JERROLD & MARIAN							
		345.20	ACCT 731525 5766 152ND LANE		124452	04022024	9601.4651		WATER REVENUE	WATER FUND
		<u>345.20</u>								
118670	4/4/2024		100297 CENTERPOINT ENERGY							
		268.88	MONTHLY GAS CHARGES		124502	8000014064-2	0220.6373		GAS	FIRE PROTECTION
						MAR 2024				
		535.64	MONTHLY GAS CHARGES		124502	8000014064-2	0311.6373		GAS	STREET MAINTENANCE

Council Check Register by GL
Council Check Register and Summary

4/4/2024 -- 4/17/2024

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
118670	4/4/2024		100297 CENTERPOINT ENERGY						Continued...	
						MAR 2024				
		1,261.07	MONTHLY GAS CHARGES		124502	8000014064-2	0452.6373		GAS	PARK & RECREATION
						MAR 2024				
		887.08	MONTHLY GAS CHARGES		124502	8000014064-2	0211.6373		GAS	POLICE PROTECTION
						MAR 2024				
		535.65	MONTHLY GAS CHARGES		124502	8000014064-2	9601.6373		GAS	WATER FUND
						MAR 2024				
		535.64	MONTHLY GAS CHARGES		124502	8000014064-2	9602.6373		GAS	SEWER FUND
						MAR 2024				
		535.64	MONTHLY GAS CHARGES		124502	8000014064-2	9605.6373		GAS	STORM WATER UTILITY
						MAR 2024				
		4,559.60								
118671	4/4/2024		100116 CONNEXUS ENERGY							
		89.25	SIREN UTILITIES		124493	759126-303095	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
						MAR 2024				
		6,032.80	2/19-3/19/24 ELECTRIC USE		124494	759126-303107	0194.6371		ELECTRIC UTILITIES	GENERAL GOVERNMENT BUILDINGS
						MAR 2024				
		1,630.35	2/19-3/19/24 ELECTRIC USE		124494	759126-303107	0220.6371		ELECTRIC UTILITIES	FIRE PROTECTION
						MAR 2024				
		71.01	2/19-3/19/24 ELECTRIC USE		124494	759126-303107	9230.6249		MISCELLANEOUS OPERATING SUPPLY	ECONOMIC DEVELOPMENT AUTHORITY
						MAR 2024				
		3,585.54	2/19-3/19/24 ELECTRIC USE		124494	759126-303107	9240.6371		ELECTRIC UTILITIES	PARKING RAMP MAINTENANCE
						MAR 2024				
		29.08	2/19-3/19/24 ELECTRIC USE		124494	759126-303107	9410.6371	00041018	ELECTRIC UTILITIES	RALF FUNDED PROJECTS
						MAR 2024				
		542.05	2/19-3/19/24 ELECTRIC USE		124494	759126-303107	9410.6371	00041012	ELECTRIC UTILITIES	RALF FUNDED PROJECTS
						MAR 2024				
		10,174.77	2/19-3/19/24 ELECTRIC USE		124495	759126-303101	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
						MAR 2024				
		6,437.12	ELECTRICITY WATER		124496	759126-303102	9601.6371		ELECTRIC UTILITIES	WATER FUND
						MAR 2024				
		896.09	ELECTRICITY SEWER		124496	759126-303102	9602.6371		ELECTRIC UTILITIES	SEWER FUND
						MAR 2024				
		58.41	ELECTRICITY STORM		124496	759126-303102	9605.6371		ELECTRIC UTILITIES	STORM WATER UTILITY
						MAR 2024				
		1,422.13	ELECTRIC		124503	759126-303106	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
						MAR 2024				
		199.43	ELECTRIC		124503	759126-303106	0211.6371		ELECTRIC UTILITIES	POLICE PROTECTION
						MAR 2024				

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118671	4/4/2024		100116 CONNEXUS ENERGY						Continued...	
		87.48	ELECTRIC		124503	759126-303106	0220.6371		ELECTRIC UTILITIES	FIRE PROTECTION
						MAR 2024				
		872.43	ELECTRIC		124503	759126-303106	0311.6371		ELECTRIC UTILITIES	STREET MAINTENANCE
						MAR 2024				
		710.03	ELECTRIC		124503	759126-303106	9601.6371		ELECTRIC UTILITIES	WATER FUND
						MAR 2024				
		710.03	ELECTRIC		124503	759126-303106	9602.6371		ELECTRIC UTILITIES	SEWER FUND
						MAR 2024				
		710.03	ELECTRIC		124503	759126-303106	9605.6371		ELECTRIC UTILITIES	STORM WATER UTILITY
						MAR 2024				
		969.24	TRAFFIC SIGNALS		124504	759126-303100	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
						MAR 2024				
		<u>35,227.27</u>								
118672	4/4/2024		120853 DCA TITLE							
		131.26	ACCT 729102 15236 GERMANIUM CI		124453	04022024	9601.4651		WATER REVENUE	WATER FUND
		<u>131.26</u>								
118673	4/4/2024		106583 DELTA DENTAL PLAN OF MINNESOTA							
		5,055.86	APR 2024 DENTAL PREM		124511	RIS0005591441	9101.2170		DENTAL/DISABILITY/LIFE	GENERAL FUND
		<u>5,055.86</u>								
118674	4/4/2024		115887 DVS RENEWAL							
		15.25	INV BAIT CAR TABS		124491	D398214	0211.6249		MISCELLANEOUS OPERATING SUPPLY	POLICE PROTECTION
		<u>15.25</u>								
118675	4/4/2024		100870 EDINA REALTY TITLE							
		44.65	ACCT 734146 7228 147TH TER NW		124454	04022024	9601.4651		WATER REVENUE	WATER FUND
		<u>44.65</u>								
118676	4/4/2024		120854 EKBLAD, RYAN							
		224.19	ACCT 732904 15986 SAPPHIRE ST		124455	04022024	9601.4651		WATER REVENUE	WATER FUND
		<u>224.19</u>								
118677	4/4/2024		118143 FIRST AMERICAN TITLE INSURANCE CO							
		182.51	ACCT 735285 14500 SNOWY OWL ST		124456	04022024	9601.4651		WATER REVENUE	WATER FUND
		<u>182.51</u>								
118678	4/4/2024		119067 GCS TITLE							
		154.61	ACCT 735293 6121 145TH LANE		124457	04022024	9601.4651		WATER REVENUE	WATER FUND

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118678	4/4/2024	154.61	119067 GCS TITLE						Continued...	
118679	4/4/2024	1,763.00	115574 HEALTHPARTNERS							
		88,074.00	4/24 HEALTH PREM-JB,KH		124510	128522304	0211.6131		GROUP INSURANCE	POLICE PROTECTION
		89,837.00	APR 2024 HEALTH PREM		124510	128522304	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
118680	4/4/2024	1.00	120846 MEYER COMPANIES							
		175.00	PERMIT RA056738 CANCEL		124499	3282024	9101.2081		SURCHARGES-PERMITS	GENERAL FUND
		176.00	PERMIT RA056738 CANCEL		124499	3282024	9101.4205		BUILDING PERMIT	GENERAL FUND
118681	4/4/2024	1.00	116157 MINNESOTA EXTERIORS INC							
		100.00	PERMIT RA057389 CANCEL		124498	3272024	9101.2081		SURCHARGES-PERMITS	GENERAL FUND
		101.00	PERMIT RA057389 CANCEL		124498	3272024	9101.4205		BUILDING PERMIT	GENERAL FUND
118682	4/4/2024	23.00	100328 MN DEPT OF HEALTH WATER							
		23.00	JORDAN EVANS OPER LIC		124490	04042024	9601.6335		TRAINING	WATER FUND
		46.00	CAMEREON ERICKSON OPER LIC		124490	04042024	9601.6335		TRAINING	WATER FUND
118683	4/4/2024	148.48	118975 MONUMENT TITLE LLC							
		148.48	ACCT 734660 15443 RAMSEY BLVD		124458	04022024	9601.4651		WATER REVENUE	WATER FUND
118684	4/4/2024	384.00	100351 NCPERS GROUP LIFE INS							
		384.00	APR 2024 PERA LIFE PREM		124512	704800042024	9101.2170		DENTAL/DISABILITY/LIFE	GENERAL FUND
118685	4/4/2024	352.49	117153 OS NATIONAL LLC							
		352.49	ACCT 650528156 14760 POTASSIUM		124459	04022024	9601.4651		WATER REVENUE	WATER FUND
118686	4/4/2024	223.17	120804 PHAM, THINH OR JULIE LAN							
		223.17	ACCT 726473 14681 WACO ST		124460	04022024	9601.4651		WATER REVENUE	WATER FUND
118687	4/4/2024	2,356.52	100391 POSTMASTER							
			POSTAGE REC. EVENT POSTCARD		124500	04012024	9604.6249		MISCELLANEOUS OPERATING SUPPLY	RECYCLING FUND

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118687	4/4/2024	2,356.52	100391 POSTMASTER						Continued...	
118688	4/4/2024	200.00	120841 YOUCHA, CARA							
		200.00	WATER EFF REBATE 24-C YOUCHA		124492	032524	9601.6436		WATER EFFICIENCY REBATE PROG	WATER FUND
118718	4/11/2024	25.00	120861 AQUARIUS WATER CONDITIONING INC							
		1.00	PERMIT RA057674 CANCEL		124556	442024	9101.4214		ELECTRICAL INSPECTION PERMIT	GENERAL FUND
		26.00	PERMIT RA057674 CANCEL		124556	442024	9101.2081		SURCHARGES-PERMITS	GENERAL FUND
118719	4/11/2024	300.00	110734 CITY OF RAMSEY							
		300.00	ACCT 721662 14860 OLIVINE ST		124547	04112024	9601.4651		WATER REVENUE	WATER FUND
118720	4/11/2024	200.00	120768 PAAVERUD, MORGAN							
		200.00	WATER EFF REBATE 24-M PAAVERUD		124550	040124	9601.6436		WATER EFFICIENCY REBATE PROG	WATER FUND
1006295	4/5/2024	320.75	116114 AVESIS THIRD PARTY ADMINISTRATORS							
		320.75	APR 2024 VISION PREM		124509	3070663	9101.2170		DENTAL/DISABILITY/LIFE	GENERAL FUND
1006296	4/5/2024	670.34	106687 BLUML, BRAD							
		670.34	TMOBILE 3.28.24 LOST CELL CASE		124489	03282024	0211.6249		MISCELLANEOUS OPERATING SUPPLY POLICE PROTECTION	
1006297	4/5/2024	.16	119638 O'REILLY AUTO PARTS							
		7.99	EARLY PAY DISCOUNT		124501	6193-156850	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		.39	ENGINEERING #418		124501	6193-156850	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		19.27	EARLY PAY DISCOUNT		124505	6193-157041	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		26.71	TRK. #632		124505	6193-157041	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
1006339	4/12/2024	539.00	101209 A TOUCH OF MAGIC ENTERTAINMENT							
		539.00	2ND HALF DUE FOR EXPO		124555	42724	9230.6249	00923001	MISCELLANEOUS OPERATING SUPPLY ECONOMIC DEVELOPMENT AUTHORITY	
1006340	4/12/2024	16.00	114431 HINNENKAMP, JAKE							
		16.00	SUBWAY 3.19.24 SWAT TRAINING		124548	03192024	0211.6331		TRAVEL & LODGING	POLICE PROTECTION

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1006340	4/12/2024	16.00	114431 HINNENKAMP, JAKE						Continued...	
1006341	4/12/2024	120.00	118857 LAUBACH, NICOLE		124549	04112024	0130.6451		MEMBERSHIP DUES	ADMINISTRATION
		20.00	4.1.24 NOTARY RECORDER FEE		124549	04112024	0130.6451		MEMBERSHIP DUES	ADMINISTRATION
		140.00								
1006342	4/12/2024	1.16-	116846 MC TOOL AND SAFETY SALES		124558	019096	0311.6231		UNIFORMS & TURN-OUT GEAR	STREET MAINTENANCE
		38.64	EARLY PAY DISCOUNT		124558	019096	0311.6231		UNIFORMS & TURN-OUT GEAR	STREET MAINTENANCE
		38.64	SAFETY GLASSES		124558	019096	0452.6231		UNIFORMS & TURN-OUT GEAR	PARK & RECREATION
		38.64	SAFETY GLASSES		124558	019096	9601.6231		UNIFORMS & TURN-OUT GEAR	WATER FUND
		1.02-	EARLY PAY DISCOUNT		124559	018930	0301.6231		UNIFORMS & TURN-OUT GEAR	ENGINEERING
		102.00	SAFETY VEST AND HARDHATS		124559	018930	0301.6231		UNIFORMS & TURN-OUT GEAR	ENGINEERING
		215.74								
1006343	4/12/2024	44.00-	119638 O'REILLY AUTO PARTS		124560	6193-157201	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		5.76-	RETURN- BATTERY CORE CHRG		124561	6193-157174	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		331.96	EARLY PAY DISCOUNT		124561	6193-157174	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		.06-	TRK. #620		124562	6193-157630	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		3.15	EARLY PAY DISCOUNT		124562	6193-157630	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		.23-	POLICE #393		124563	6193-157726	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		8.23	EARLY PAY DISCOUNT		124563	6193-157726	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		3.15	CROWN VIC #316		124563	6193-157726	0311.6227		OTHER VEHICLE PARTS	STREET MAINTENANCE
		.23-	CROWN VIC #316		124564	6193-157742	0452.6257		LUBRICANTS & ADDITIVES	STREET MAINTENANCE
		8.23	EARLY PAY DISCOUNT		124564	6193-157742	0452.6257		OTHER VEHICLE PARTS	PARK & RECREATION
		3.15	CROWN VIC #303		124564	6193-157742	0452.6227		OTHER VEHICLE PARTS	PARK & RECREATION
		.81-	CROWN VIC #303		124565	6193-157844	0311.6257		LUBRICANTS & ADDITIVES	PARK & RECREATION
		40.64	EARLY PAY DISCOUNT		124565	6193-157844	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		347.42	POLICE DRUG TASK FORCE		124565	6193-157844	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
1006344	4/12/2024	562.05	111488 POPP.COM INC		124551	992827372	0192.6321		TELEPHONE	DATA PROCESSING
		75.50	CITY MONTHLY PHONE		124551	992827372	9240.6321		TELEPHONE	PARKING RAMP MAINTENANCE
		80.68	RAMP-PHONE		124551	992827372	9410.6315	00041012	MISCELLANEOUS PROFESSIONAL SERRALF FUNDED PROJECTS	
		718.23	YOUTHFIRST-PHONE							
1006345	4/12/2024	45.06	100510 VERIZON WIRELESS		124557	9960532993	9602.6323		CELLULAR PHONES	SEWER FUND

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1006345	4/12/2024	45.06	100510 VERIZON WIRELESS						Continued..	
1006346	4/12/2024		111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC							
		28.95	PD SECURITY		124552	150-1682-6501 APR 2024	0211.6489		OTHER CONTRACTED SERVICES	POLICE PROTECTION
		57.95	C/H FIRE MONITORING		124553	150-1681-6340 APR 2024	0194.6489		OTHER CONTRACTED SERVICES	GENERAL GOVERNMENT BUILDINGS
		52.95	PW FIRE PANEL MONT/TEST		124554	150-1681-4280 APR 2024	0311.6489		OTHER CONTRACTED SERVICES	STREET MAINTENANCE
		52.95	FS#2 FIRE PANEL MONIT		124554	150-1681-4280 APR 2024	0220.6489		OTHER CONTRACTED SERVICES	FIRE PROTECTION
		36.90	7550 SUNWOOD MONITORING		124554	150-1681-4280 APR 2024	0194.6489		OTHER CONTRACTED SERVICES	GENERAL GOVERNMENT BUILDINGS
		36.90	PW MONITORING		124554	150-1681-4280 APR 2024	0311.6489		OTHER CONTRACTED SERVICES	STREET MAINTENANCE
		48.95	RAMP FIRE PANEL TEST/MONIT		124554	150-1681-4280 APR 2024	9240.6315		MISCELLANEOUS PROFESSIONAL SERPARKING RAMP MAINTENANCE	
		27.95	YOUTH FIRST FIRE PANEL MONIT		124554	150-1681-4280 APR 2024	9410.6315	00041012	MISCELLANEOUS PROFESSIONAL SERRALF FUNDED PROJECTS	
		343.50								
98041224	4/12/2024	8,929.64	115568 ALERUS FINANCIAL NA		124538	04092415471914	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		8,929.64								
99041124	4/11/2024	4,622.86	107885 DEPARTMENT OF LABOR AND INDUSTRY		124566	04122024	9101.2081		SURCHARGES-PERMITS	GENERAL FUND
		92.67	MARCH 2024 SURCHARGE		124566	04122024	9101.4604		SURCHARGES	GENERAL FUND
		4,530.19								
99041224	4/12/2024	728.00	107962 TOTAL ADMINISTRATIVE SERV (DO NOT USE)		124535	04092415471911	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		728.00								
99041524	4/15/2024	275.00	108768 COMDATA NETWORK INC		124513	MAR 2024 TURNER	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		50.62	TOMS RADIATOR-WDCHIPPER #619		124514	MAR 2024	0311.6223		GASOLINE	STREET MAINTENANCE
		1.66	NON-OX GAS			STREETS FUEL				
			FACEBK BIZ EXPO - MARKETING		124515	MAR 2024	9230.6246	00923001	MARKETING & PROMOTIONS	ECONOMIC DEVELOPMENT AUTHORITY
						SULLIVAN				

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99041524	4/15/2024		108768 COMDATA NETWORK INC						Continued...	
		43.19	FACEBK BIZ EXPO - MARKETING		124515	MAR 2024 SULLIVAN	9230.6246	00923001	MARKETING & PROMOTIONS	ECONOMIC DEVELOPMENT AUTHORIT
		24.99	AMAZON BIZ EXPO - BINGO		124515	MAR 2024 SULLIVAN	9230.6249	00923001	MISCELLANEOUS OPERATING SUPPLY	ECONOMIC DEVELOPMENT AUTHORIT
		27.99	AMAZON BIZ EXPO - BINGO		124515	MAR 2024 SULLIVAN	9230.6249	00923001	MISCELLANEOUS OPERATING SUPPLY	ECONOMIC DEVELOPMENT AUTHORIT
		34.99	AMAZON BIZ EXPO - BINGO		124515	MAR 2024 SULLIVAN	9230.6249	00923001	MISCELLANEOUS OPERATING SUPPLY	ECONOMIC DEVELOPMENT AUTHORIT
		39.99	AMZN BIZ EXPO - BINGO		124515	MAR 2024 SULLIVAN	9230.6249	00923001	MISCELLANEOUS OPERATING SUPPLY	ECONOMIC DEVELOPMENT AUTHORIT
		5.19	ECM NEWSPAPER SUBSCRIPTIO		124515	MAR 2024 SULLIVAN	9230.6451		MEMBERSHIP DUES	ECONOMIC DEVELOPMENT AUTHORIT
		125.00	MAHCO - SWALCHICK		124516	MAR 2024 LARSON	0191.6335		TRAINING	PLANNING & ZONING
		125.00	MAHCO - VERBEEK		124516	MAR 2024 LARSON	0191.6335		TRAINING	PLANNING & ZONING
		524.49	BOB JOHNSONS-RENT COMP CAR MNT		124516	MAR 2024 LARSON	0191.6208		MISCELLANEOUS OFFICE SUPPLIES	PLANNING & ZONING
		371.02	GASOLINE FUEL		124517	MAR 2024 FIRE FUEL	0220.6223		GASOLINE	FIRE PROTECTION
		75.00	MACIA-CRIME ANALYSTS MEMBERSHI		124518	MAR 2024 TORSETH	0211.6451		MEMBERSHIP DUES	POLICE PROTECTION
		140.00	HTCIA-JK MEMBER & CHAPTER DUES		124519	MAR 2024 KATERS	0211.6451		MEMBERSHIP DUES	POLICE PROTECTION
		125.00	FBINAA NATL OFFICE-JK NW CHAPT		124519	MAR 2024 KATERS	0211.6451		MEMBERSHIP DUES	POLICE PROTECTION
		100.43	MENARDS-PD&IMPOUND GARAGE SHEL		124520	MAR 2024 CURTIS	0211.6281		SMALL TOOLS & MINOR EQUIPMENT	POLICE PROTECTION
		29.87	WHITE RABBIT KITCHEN-CC TRAINI		124520	MAR 2024 CURTIS	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		20.75	WILLY MCCOYS-CC TRAINING LUNCH		124520	MAR 2024 CURTIS	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		21.03	ACAPULCO-CC TRAINING LUNCH		124520	MAR 2024 CURTIS	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		170.04	STROBES N MORE-NEW SQUAD 346 O		124520	MAR 2024 CURTIS	0211.6281		SMALL TOOLS & MINOR EQUIPMENT	POLICE PROTECTION
		13.27	WENDYS-CC TRAINING LUNCH		124520	MAR 2024 CURTIS	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		104.25	TRIJICON-HANDGUN FRONT SIGHT A		124521	MAR 2024 DAHLBERG	0211.6231		UNIFORMS & TURN-OUT GEAR	POLICE PROTECTION
		20.91	CHIPOTLE-JB AB TRAINING LUNCHE		124522	MAR 2024 BAGNE	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		779.00	SQ NATIONAL TACTICAL-JB TRAINI		124522	MAR 2024 BAGNE	0211.6335		TRAINING	POLICE PROTECTION
		35.00	MN CHIEFS OF POLICE - K BROTKO		124523	MAR 2024 FRANKFURTH	0211.6335		TRAINING	POLICE PROTECTION
		75.00	BCA - TRAINING		124523	MAR 2024 FRANKFURTH	0211.6335		TRAINING	POLICE PROTECTION
		4,925.00	MN CHIEFS OF POLICE - TRAINING		124523	MAR 2024 FRANKFURTH	0211.6335		TRAINING	POLICE PROTECTION
		180.00	MN SHERIFFS ASSOCI - TRAINING		124523	MAR 2024 FRANKFURTH	0211.6335		TRAINING	POLICE PROTECTION

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99041524	4/15/2024		108768 COMDATA NETWORK INC						Continued...	
		75.00	TLO TRANSUNION - ONLINE INVEST		124523	MAR 2024	0211.6315		MISCELLANEOUS PROFESSIONAL SERPOLICE PROTECTION	
						FRANKFURTH				
		68.36	DTF SQUAD GAS		124524	MAR 2024 PD	0211.6223		GASOLINE	POLICE PROTECTION
						FUEL				
		333.99	HOME DEPOT-FLSHLGH T SOIL PROBE		124525	MAR 2024	0240.6249		MISCELLANEOUS OPERATING SUPPLY PROTECTIVE INSPECTIONS	
						SZYKULSKI				
		65.00	ALLISONS-CAKE BADGE PINNING		124526	MAR 2024	0220.6249		MISCELLANEOUS OPERATING SUPPLY FIRE PROTECTION	
						SCHIFERLI				
		891.48-	FIRE BY TRADE-RET WRONG PROD		124526	MAR 2024	0220.6281		SMALL TOOLS & MINOR EQUIPMENT	FIRE PROTECTION
						SCHIFERLI				
		150.00	ANOKA COUNTY REVIEW AND PERMIT		124527	MAR 2024 WESTBY	9435.6530	00202402	IMPROVEMENTS OTHER THAN BLDG	PAVEMENT MANAGEMENT PROGRAM
		175.00	PSHRA- N. LAUBACH		124528	MAR 2024 LASHER	0130.6451		MEMBERSHIP DUES	ADMINISTRATION
		175.00	PSHRA - C.LASHER		124528	MAR 2024 LASHER	0130.6451		MEMBERSHIP DUES	ADMINISTRATION
		999.00	PSHRA - N LAUBACH TRAINI		124528	MAR 2024 LASHER	0130.6335		TRAINING	ADMINISTRATION
		12.99	AMAZON-BATTERY CHARGER		124529	MAR 2024 KOHNER	0220.6281		SMALL TOOLS & MINOR EQUIPMENT	FIRE PROTECTION
		20.95	AMAZON-BATTERY		124529	MAR 2024 KOHNER	0220.6281		SMALL TOOLS & MINOR EQUIPMENT	FIRE PROTECTION
		21.99	AMAZON-128GB DISK		124529	MAR 2024 KOHNER	0220.6281		SMALL TOOLS & MINOR EQUIPMENT	FIRE PROTECTION
		37.15	COBORNS-STRUCTURE FIRE FOOD		124529	MAR 2024 KOHNER	0220.6249		MISCELLANEOUS OPERATING SUPPLY FIRE PROTECTION	
		599.00	AMAZON-INVEST. CAM		124529	MAR 2024 KOHNER	0220.6281		SMALL TOOLS & MINOR EQUIPMENT	FIRE PROTECTION
		190.00-	GALLS-RETURN OF DUTY BOOT		124529	MAR 2024 KOHNER	0220.6231		UNIFORMS & TURN-OUT GEAR	FIRE PROTECTION
		59.00	03/03/24 AMAZON TOTES ENGINEER		124530	MAR 2024	0301.6208		MISCELLANEOUS OFFICE SUPPLIES	ENGINEERING
						SCHMITZ				
		36.98	03/24/24 AMAZON MICROPHONE		124530	MAR 2024	0130.6208		MISCELLANEOUS OFFICE SUPPLIES	ADMINISTRATION
						SCHMITZ				
		23.95	03/25/24 TARGET YOS GIFTA		124530	MAR 2024	0130.6249		MISCELLANEOUS OPERATING SUPPLY ADMINISTRATION	
						SCHMITZ				
		146.46	03/26/24 DOORDASH CC MEALS		124530	MAR 2024	0111.6249		MISCELLANEOUS OPERATING SUPPLY MAYOR AND COUNCIL	
						SCHMITZ				
		40.50	03/23/24 AMAZON TOTES FOR ENG		124530	MAR 2024	0301.6208		MISCELLANEOUS OFFICE SUPPLIES	ENGINEERING
						SCHMITZ				
		99.81	03/22/24 TARGET YOS GIFTS		124530	MAR 2024	0130.6249		MISCELLANEOUS OPERATING SUPPLY ADMINISTRATION	
						SCHMITZ				
		211.09	03/22/24 TARGET YOS GIFTS		124530	MAR 2024	0130.6249		MISCELLANEOUS OPERATING SUPPLY ADMINISTRATION	
						SCHMITZ				
		50.99	03/22/24 TARGET YOS GIFTS		124530	MAR 2024	0130.6249		MISCELLANEOUS OPERATING SUPPLY ADMINISTRATION	
						SCHMITZ				
		12.98	03/28/24 TARGET YOS GIFTS		124530	MAR 2024	0130.6249		MISCELLANEOUS OPERATING SUPPLY ADMINISTRATION	
						SCHMITZ				
		97.47	03/23/24 TARGET YOS GIFTS		124530	MAR 2024	0130.6249		MISCELLANEOUS OPERATING SUPPLY ADMINISTRATION	

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

4/4/2024 -- 4/17/2024

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
99041524	4/15/2024		108768 COMDATA NETWORK INC						Continued...	
		19.48	03/23/24 TARGET YOS GIFTS		124530	MAR 2024	0130.6249		MISCELLANEOUS OPERATING SUPPLY	ADMINISTRATION
		29.23	03/23/24 TARGET YOS GIFTS		124530	MAR 2024	0130.6249		MISCELLANEOUS OPERATING SUPPLY	ADMINISTRATION
		29.99	03/13/24 AMAZON LEADERSHIP BOO		124530	MAR 2024	0130.6208		MISCELLANEOUS OFFICE SUPPLIES	ADMINISTRATION
		60.66	03/23/24 TARGET YOS GIFTS		124530	MAR 2024	0130.6249		MISCELLANEOUS OPERATING SUPPLY	ADMINISTRATION
		89.69	03/12/24 DOORDASH CC MEALS		124530	MAR 2024	0111.6249		MISCELLANEOUS OPERATING SUPPLY	MAYOR AND COUNCIL
		109.95	03/22/24 TARGET		124530	MAR 2024	0130.6249		MISCELLANEOUS OPERATING SUPPLY	ADMINISTRATION
		17.49	03/21/24 TARGET YOS GIFTS		124530	MAR 2024	0130.6249		MISCELLANEOUS OPERATING SUPPLY	ADMINISTRATION
		6.99	03/19/24 COBORNS CC MEALS		124530	MAR 2024	0111.6249		MISCELLANEOUS OPERATING SUPPLY	MAYOR AND COUNCIL
		60.31	03/19/24 MAMA DELUCA CC MEALS		124530	MAR 2024	0111.6249		MISCELLANEOUS OPERATING SUPPLY	MAYOR AND COUNCIL
		59.00-	03/27/24 AMAZON REFUND TOTES E		124530	MAR 2024	0301.6208		MISCELLANEOUS OFFICE SUPPLIES	ENGINEERING
		1,718.46	LGS GROUP-NEW SQUADS BLACK OUT		124531	MAR 2024 BLUML	0211.6281		SMALL TOOLS & MINOR EQUIPMENT	POLICE PROTECTION
		9.95	OP FOR AIRSOFT-CRO TSHIRT GUN		124531	MAR 2024 BLUML	0280.6281		SMALL TOOLS & MINOR EQUIPMENT	COMMUNITY ORIENTING POLICING
		37.47	COBORN'S-PD GARAGE WASHING DET		124531	MAR 2024 BLUML	0211.6208		MISCELLANEOUS OFFICE SUPPLIES	POLICE PROTECTION
		1.17	FACEBOOK - ADS		124532	MAR 2024 PROULX	0452.6489		OTHER CONTRACTED SERVICES	PARK & RECREATION
		75.00	FACEBOOK -ADS		124532	MAR 2024 PROULX	0452.6489		OTHER CONTRACTED SERVICES	PARK & RECREATION
		12.93	FACEBOOK - ADS		124532	MAR 2024 PROULX	0452.6489		OTHER CONTRACTED SERVICES	PARK & RECREATION
		32.75	WALMART-DUCK, DUCK, WOOD DUCK		124532	MAR 2024 PROULX	0452.6489		OTHER CONTRACTED SERVICES	PARK & RECREATION
		13,147.38								
99142094	4/12/2024		100223 ICMA RETIREMENT TRUST 457							
		1,953.08			124533	0409241547191	9101.2175		DEFERRED COMPENSATION	GENERAL FUND
		1,953.08								
99240122	4/12/2024		100301 MN CHILD SUPPORT PAYMENT CNTR							
		266.72			124541	0409241547194	9101.2185		GARNISHMENTS/SUPPORT	GENERAL FUND
		266.72								
99664076	4/12/2024		114790 GREAT WEST LIFE AND ANNUITY INS CO							
		13,138.35			124536	04092415471912	9101.2175		DEFERRED COMPENSATION	GENERAL FUND

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

4/4/2024 -- 4/17/2024

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
99664076	4/12/2024	13,138.35	114790 GREAT WEST LIFE AND ANNUITY INS CO						Continued...	
99666435	4/12/2024	4,618.40	114790 GREAT WEST LIFE AND ANNUITY INS CO			124537 04092415471913	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
99745463	4/12/2024	30,748.97	100398 PUBLIC EMPLOYEES RETIREMENT ASSN			124542 0409241547195	9101.2174		PERA-EMPLOYEE	GENERAL FUND
		40,945.60				124543 0409241547196	9101.2183		PERA-EMPLOYER	GENERAL FUND
		71,694.57								
99824800	4/12/2024	19,431.80	101306 IRS			124534 04092415471910	9101.2182		FICA & MEDICARE-EMPLOYER	GENERAL FUND
		31,148.44				124545 0409241547198	9101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		19,431.80				124546 0409241547199	9101.2173		FICA & MEDICARE-EMPLOYEE	GENERAL FUND
		70,012.04								
99979616	4/12/2024	14,998.49	100601 MN DEPT OF REV WH			124544 0409241547197	9101.2172		STATE WITHHOLDING	GENERAL FUND
		14,998.49								
		387,955.50	Grand Total							

Payment Instrument Totals	
Checks	180,555.89
EFT Payments	204,016.86
A/P ACH Payment	3,382.75
Total Payments	387,955.50

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3807
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument Check Payment
 Pay Through Date 4/24/2024

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
			Summary Total			59.95			
			PV 124686 001 00999	4/8/2024	331103	318.75			
			Summary Total			318.75			
			Payment Amount			905.45			
117516	BEST OUTDOOR SERVICES		PV 124600 001 00999	3/29/2024	6198	3,234.21		117516	BEST OUTDOOR SERVICES
	BEST OUTDOOR SERVICES 3098 162ND LANE NW ANDOVER MN 55304		Summary Total			3,234.21			
			PV 124601 001 00999	3/29/2024	6197	810.86			
			Summary Total			810.86			
			Payment Amount			4,045.07			
100652	CARM DISTRIBUTING INC		PV 124595 001 00999	3/20/2024	98102	239.85		100652	CARM DISTRIBUTING INC
	CARM DISTRIBUTING INC P O BOX 187 STACY MN 55079-0187		Summary Total			239.85			
			Payment Amount			239.85			
114451	COMPASS MINERALS		PV 124697 001 00999	4/9/2024	1323971	19,428.86		114451	COMPASS MINERALS
	COMPASS MINERALS P O BOX 277043 ATLANTA GA 30384-7043		Summary Total			19,428.86			
			Payment Amount			19,428.86			
100167	CORNERSTONE FORD	EP DISCOUNT TAKEN	PV 124675 001 00999	4/5/2024	15456310	459.76		100167	CORNERSTONE FORD

Payment Group Control Number 3807
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
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 Payment Instrument Check Payment
 Pay Through Date 4/24/2024

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number	Item Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	CORNERSTONE FORD 17219 HIGHWAY 10 NW PO BOX 304 ELK RIVER MN 55330		Summary Total					459.76			
			Payment Amount					459.76			
119240	CORY JOLICOEUR/ CHEWYS TOOL&SUPPLY LLC		PV	124638	001 00999	4/3/2024	67971	171.42		119240	CORY JOLICOEUR/ CHEWYS TOOL&SUPPLY LLC
	CHEWYS TOOL&SUPPLY LLC (CORNWELL DEALER) 14885 191ST AVENUE NW ELK RIVER MN 55330		Summary Total					171.42			
			Payment Amount					171.42			
119788	ECM/UNION HERALD ECM/UNION HERALD 4095 COON RAPIDS BLVD COON RAPIDS MN 55433-2523		PV	124610	001 00999	3/31/2024	40552	20.00		119788	ECM/UNION HERALD
			Summary Total					20.00			
			Payment Amount					20.00			
106624	EHLERS AND ASSOCIATES, INC EHLERS & ASSOCIATES, INC 3060 CENTRE POINTE DRIVE ROSEVILLE MN 55113-1105	Ehlers - TIF 14 IFL Legis MEDART - Ehlers Mtg	PV	124677	001 00999	4/9/2024	97377	232.50		106624	EHLERS AND ASSOCIATES, INC
			Summary Total					232.50			
			PV	124678	001 00999	4/9/2024	97378	675.00			
			Summary Total					675.00			
			Payment Amount					907.50			

CITY OF RAMSEY
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 Payment Instrument Check Payment
 Pay Through Date 4/24/2024

Payee		Stub	Document				Due	Invoice	Payment	Discount	Supplier	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
118931	ELECTRIC SYSTEMS SOLUTIONS		PV	124573	001	00999	4/2/2024	8672	150.00		118931	ELECTRIC SYSTEMS SOLUTIONS
	ELECTRIC SYSTEMS SOLUTIONS								150.00			
	6021 167TH AVENUE NW								150.00			
	RAMSEY MN 55303								150.00			
104267	ELITE SANITATION		PV	124633	001	00999	4/3/2024	30515	122.66		104267	ELITE SANITATION
	ELITE SANITATION								122.66			
	PO BOX 526								122.66			
	ELK RIVER MN 55330								122.66			
100733	ELK RIVER WINLECTRIC CO		PV	124577	001	00999	4/2/2024	390325 03	549.78		100733	ELK RIVER WINLECTRIC CO
	ELK RIVER WINLECTRIC CO								549.78			
	12777 MEADOWVALE ROAD								549.78			
	SUITE A								549.78			
	ELK RIVER MN 55330								549.78			
115836	EMERALD FENCE		PV	124598	001	00999	4/2/2024	24007	650.00		115836	EMERALD FENCE
	EMERALD FENCE								650.00			
	17601 OKAPI STREET NW								650.00			
	RAMSEY MN 55303								650.00			

CITY OF RAMSEY
Create Payment Control Groups

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 Pay Through Date 4/24/2024

Payee	Stub	Document	Due	Invoice	Payment	Discount	Supplier
Number	Name / Mailing Address	Ty Number Itm Co	Date	Number	Amount	Taken	Number Name
117332	HEARTLAND TIRE INC	PV 124682 001 00999	4/4/2024	9039476	98.72		117332 HEARTLAND TIRE INC
	HEARTLAND TIRE INC	Summary Total			98.72		
	7151 RIVERDALE DRIVE NW	PV 124683 001 00999	4/3/2024	9039462	234.09		
	RAMSEY MN 55303	Summary Total			234.09		
		Payment Amount			332.81		
120876	HOMERUN LEADERSHIP LLC	PV 124672 001 00999	4/9/2024	1201	4,565.50		120876 HOMERUN LEADERSHIP LLC
	HOMERUN LEADERSHIP LLC	Summary Total			4,565.50		
	426 W HORSESHOE DR						
	SHOREVIEW MN 55126	Payment Amount			4,565.50		
120776	HOSE PROS LLC	PV 124579 001 00999	4/2/2024	7047	621.87		120776 HOSE PROS LLC
	HOSE PROS LLC	Summary Total			621.87		
	4501 103RD CT STE 130						
	CIRCLE PINES MN 55104	Payment Amount			621.87		
120359	LANGUAGE LINE SERVICES INC	PV 124617 001 00999	3/31/2024	11267553	91.67		120359 LANGUAGE LINE SERVICES INC
	LANGUAGE LINE SERVICES INC	Summary Total			91.67		
	PO BOX 202564						
	DALLAS TX 75320-2564	Payment Amount			91.67		

Payment Group Control Number 3807
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument Check Payment
 Pay Through Date 4/24/2024

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number Number	Item Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
100256	LANO EQUIPMENT INC		PV	124640	001	00999	4/2/2024	02-1064781	43.72		100256	LANO EQUIPMENT INC
									43.72			
	LANO EQUIPMENT INC								350.00			
	6140 HIGHWAY 10 NW		PV	124641	001	00999	4/2/2024	02-1064888				
									350.00			
	ANOKA MN 55303								234.82			
			PV	124645	001	00999	4/1/2024	02-1064657				
									234.82			
			PV	124661	001	00999	4/4/2024	02-1065279				
									161.09			
			PV	124662	001	00999	4/4/2024	02-1065322				
									1,475.00			
			PV	124664	001	00999	4/3/2024	02-1065052				
									243.42			
			PV	124698	001	00999	4/10/2024	02-1066397				
									130.49			
									130.49			
									2,638.54			
100259	LEAGUE OF MN CITIES INS TRUST		PV	124669	001	00999	4/2/2024	1001389 APR 2024	217.13		100259	LEAGUE OF MN CITIES INS TRUST
									217.13			
	LEAGUE OF MN CITIES INS TRUST								217.13			
	C/O BERKLEY RISK SERVICES INC											
	P O BOX 581517											
	MINNEAPOLIS MN 55458-1517											
									217.13			
100259	LEAGUE OF MN CITIES INS		PV	124671	001	00999	4/2/2024	1001389-1 APR 2024	14.78		100259	LEAGUE OF MN CITIES

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3807
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 Payment Instrument Check Payment
 Pay Through Date 4/24/2024

Payee		Stub	Document				Due	Invoice	Payment	Discount	Supplier	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
TRUST												INS TRUST
	LEAGUE OF MN CITIES INS TRUST C/O BERKLEY RISK SERVICES INC P O BOX 581517 MINNEAPOLIS MN 55458-1517								Summary Total	14.78		
									Payment Amount	14.78		
117918	MACQUEEN EMERGENCY MACQUEEN EMERGENCY 1125 7TH STREET E ST PAUL MN 55106		PV	124568	001	00999	4/2/2024	P27955	Summary Total	840.00		117918 MACQUEEN EMERGENC
									Payment Amount	840.00		
100270	MACQUEEN EQUIPMENT INC MACQUEEN EQUIPMENT INC 1125 7TH STREET EAST ST PAUL MN 55106		PV	124642	001	00999	3/29/2024	E01862	Summary Total	145,428.00		100270 MACQUEEN EQUIPMENT INC
									Payment Amount	499.06		
									Summary Total	145,927.06		
112858	MIDWAY FORD MIDWAY FORD 2777 NORTH SNELLING AVENUE ROSEVILLE MN 55113		PV	124622	001	00999	4/4/2024	135141	Summary Total	50,852.84		112858 MIDWAY FORD
									Payment Amount	50,852.84		

CITY OF RAMSEY
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Payment Group Control Number 3807
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 Pay Through Date 4/24/2024

Payee		Stub	Document				Due	Invoice	Payment	Discount	Supplier	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
118388	MITCHELL 1		PV	124654	001	00999	3/25/2024	IB30723701	80.00		118388	MITCHELL 1
	MITCHELL 1			Summary Total					80.00			
	25029 NETWORK PLACE			Payment Amount					80.00			
	CHICAGO IL 60673-1250											
104920	MN HWY SAFETY RESEARCH CNTR/MHSRC RANGE		PV	124687	001	00999	4/8/2024	337900-10746	510.00		104920	MN HWY SAFETY RESEARCH CNTR/MHSF RANGE
	MN HWY SAFETY RESEARCH CNTR/MHSRC RANGE			Summary Total					510.00			
	720 FOURTH AVENUE SOUTH			Payment Amount					510.00			
	ST CLOUD MN 56301-4498											
119941	MODEM EXPRESS		PV	124619	001	00999	4/8/2024	17751	360.00		119941	MODEM EXPRESS
	MODEM EXPRESS			Summary Total					360.00			
	115 THOMAS PARK DRIVE			Payment Amount					360.00			
	MONTICELLO MN 55362											
100345	NAPA AUTO PARTS ELK RIVER		PV	124611	001	00999	4/3/2024	244658	32.53		100345	NAPA AUTO PARTS ELK RIVER
	NAPA AUTO PARTS ELK RIVER			Summary Total					32.53			
	17137 YALE STREET NW			Payment Amount					32.53			
	P O BOX 1041											
	ELK RIVER MN 55330											

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3807
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 Payment Instrument Check Payment
 Pay Through Date 4/24/2024

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
115543	NATURAL ENDEAVORS LANDSCAPING INC	Prop Mgmt 6701 Hwy 10	PV 124591 001 00999	4/1/2024	2023 MAR 2024	630.00		115543	NATURAL ENDEAVORS LANDSCAPING INC
	NATURAL ENDEAVORS LANDSCAPING INC 2662 S COON CREEK DRIVE NW ANDOVER MN 55304				Summary Total	630.00			
					Payment Amount	630.00			
119274	NORTH COUNTRY CHEVROLET BUICK GMC		PV 124608 001 00999	4/2/2024	RAMSEY24-STEPS	495.00		119274	NORTH COUNTRY CHEVROLET BUICK GMC
	NORTH COUNTRY CHEVROLET BUICK GMC 1502 E HOWARD STREET HIBBING MN 55746				Summary Total	495.00			
					Payment Amount	495.00			
100360	NORTH STAR TOWING INC		PV 124684 001 00999	3/29/2024	94539	115.00		100360	NORTH STAR TOWING INC
	NORTH STAR TOWING INC 833 NORTH STREET ANOKA MN 55303				Summary Total	115.00			
			PV 124688 001 00999	3/29/2024	94538	115.00			
					Summary Total	115.00			
					Payment Amount	230.00			
115803	POWER LODGE- TWIN CITIES		PV 124679 001 00999	4/9/2024	697694	49.99		115803	POWER LODGE- TWIN CITIES
	POWER LODGE- TWIN CITIES 6781 WEST HIGHWAY 10 RAMSEY MN 55303				Summary Total	49.99			

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3807
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument Check Payment
 Pay Through Date 4/24/2024

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number	Item Itm	Company Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
Payment Amount								49.99			
100393	PRAIRIE RESTORATIONS INC		PV	124681	001 00999	4/10/2024	INV-009130	190.00		100393	PRAIRIE RESTORATION INC
Summary Total								190.00			
Payment Amount								190.00			
112959	PREMIUM WATERS INC		PV	124571	001 00999	3/31/2024	621331-03-24	105.89		112959	PREMIUM WATERS INC
Summary Total								105.89			
	PREMIUM WATERS INC P O BOX 9128		PV	124572	001 00999	3/31/2024	621332-03-24	29.97			
Summary Total								29.97			
Payment Amount								135.86			
118921	SHRED RIGHT		PV	124584	001 00999	3/28/2024	0021300	18.85		118921	SHRED RIGHT
Summary Total								18.85			
Payment Amount								18.85			
120063	SKYLINE GRAPHICS	03/29/24 Skyline Bus Car Verbe	PV	124629	001 00999	3/29/2024	035779	75.00		120063	SKYLINE GRAPHICS
Summary Total								75.00			
SKYLINE GRAPHICS 1101 ALDRICH AVE N MINNEAPOLIS MN 55411											

Payment Group Control Number 3807
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument Check Payment
 Pay Through Date 4/24/2024

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	PO BOX 341 BRAHAM MN 55006					1,712.00			
					Payment Amount				
120500	UNLIMITED SUPPLIES INC		PV 124639 001 00999	4/3/2024	464400	138.03		120500	UNLIMITED SUPPLIES INC
	UNLIMITED SUPPLIES INC 13021 16TH AVE N PLYMOUTH MN 55441					138.03			
					Summary Total				
			PV 124656 001 00999	4/3/2024	461716	11.54			
					Summary Total				
					Payment Amount	149.57			
					Total Amount to be Processed	298,833.77			
					Total Number of Payments to be Processed	46			

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Payment Group Control Number 3808
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument T A/P ACH Payment
 Pay Through Date 4/24/2024

Payee		Stub	Document			Due	Invoice	Payment	Discount	Supplier		
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
111610	A DYNAMIC DOOR CO. INC.		PV	124585	001	00999	4/3/2024	22404022	558.69		111610	A DYNAMIC DOOR CO. INC.
	A DYNAMIC DOOR CO. INC. 4588 194TH AVENUE NE EAST BETHEL MN 55092			Summary Total					558.69			
				Payment Amount					558.69			
117343	AMAZON CAPITAL SERVICES INC		PV	124583	001	00999	4/1/2024	1317-X4YM-1DJ4	1,975.17		117343	AMAZON CAPITAL SERVICES INC
	AMAZON CAPITAL SERVICES INC PO BOX 035184 SEATTLE WA 98124-5184			Summary Total					1,975.17			
			PV	124587	001	00999	4/1/2024	1PWW-TRNN-1PR7	66.34			
				Summary Total					66.34			
			PV	124589	001	00999	4/1/2024	1F6W-QTVL-YHQ9	170.81			
				Summary Total					170.81			
			PV	124599	001	00999	4/1/2024	1WYM-7R7J-WN7Y	317.11			
				Summary Total					317.11			
			PV	124603	001	00999	4/1/2024	1WYM-7R7J-YJWK	251.98			
				Summary Total					251.98			
				Payment Amount					2,781.41			
100043	ANOKA COUNTY PROPERTY RECORDS TAXATION	Recording	PV	124607	001	00999	3/22/2024	24-10738	46.00		100043	ANOKA COUNTY PROPERTY RECORDS TAXATION
	ANOKA COUNTY PROPERTY RECORDS TAXATION 2100 - 3RD AVENUE ANOKA MN 55303			Summary Total					46.00			
				Payment Amount					46.00			

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3808
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument T A/P ACH Payment
 Pay Through Date 4/24/2024

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number ltm Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
116015	AXON ENTERPRISE INC AXON ENTERPRISE INC DEPT 2018-PO BOX 29661 PHOENIX AZ 85038		PV 124696 001 00999	4/10/2024	INUS241595	2,141.27		116015	AXON ENTERPRISE INC
			Summary Total			2,141.27			
			Payment Amount			2,141.27			
116845	CADY BUSINESS TECHNOLOGIES INC CADY BUSINESS TECHNOLOGIES INC 3030 HARBOR LANE SUITE 104 PLYMOUTH MN 55447		PV 124582 001 00999	4/2/2024	IN-800107287026	39.00		116845	CADY BUSINESS TECHNOLOGIES INC
			Summary Total			39.00			
			Payment Amount			39.00			
116197	CINTAS CORPORATION CINTAS CORPORATION CINTAS LOC #4K P O BOX 650838 DALLAS TX 75265-0838		PV 124569 001 00999	4/1/2024	4188164449	60.14		116197	CINTAS CORPORATION
			Summary Total			60.14			
			PV 124627 001 00999	4/8/2024	4188875022	45.50			
			Summary Total			45.50			
			PV 124658 001 00999	4/4/2024	4188613827	76.55			
			Summary Total			76.55			
			PV 124699 001 00999	4/11/2024	4189349792	126.80			
			Summary Total			126.80			
			Payment Amount			308.99			
100120	CONTINENTAL RESEARCH CORP		PV 124604 001 00999	4/4/2024	0052924	252.00		100120	CONTINENTAL RESEARCH CORP

Payment Group Control Number 3808
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument T A/P ACH Payment
 Pay Through Date 4/24/2024

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number	Item Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Name
	CONTINENTAL RESEARCH CORP PO BOX 15204 ST LOUIS MO 63110		Summary Total					252.00			
			Payment Amount					252.00			
100144	DEHN OIL COMPANY DEHN OIL COMPANY 6735 141ST AVENUE NW RAMSEY MN 55303		PV	124657	001 00999	4/4/2024	25226113	2,251.32		100144	DEHN OIL COMPANY
			Summary Total					2,251.32			
			PV	124665	001 00999	4/4/2024	2202302	565.46			
			Summary Total					565.46			
			PV	124700	001 00999	4/11/2024	25226360	5,475.33			
			Summary Total					5,475.33			
			Payment Amount					8,292.11			
117489	DISPLAY SALES COMPANY DISPLAY SALES COMPANY SUITE 112 6300 W OLD SHAKOPEE ROAD BLOOMINGTON MN 55438		PV	124673	001 00999	4/4/2024	INV2615	2,445.00		117489	DISPLAY SALES COMPANY
			Summary Total					2,445.00			
			Payment Amount					2,445.00			
116175	ECKBERG LAMMERS ATTORNEYS AT LAW ECKBERG LAMMERS ATTORNEYS AT LAW 1809 NORTHWESTERN AVENUE STILLWATER MN 55082		PV	124605	001 00999	3/31/2024	03 2024	6,457.18		116175	ECKBERG LAMMERS ATTORNEYS AT LAW
			Summary Total					6,457.18			
			Payment Amount					6,457.18			

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3808
 Bank Account 999.1010 CASH IN BANK 00002224
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 Payment Instrument T A/P ACH Payment
 Pay Through Date 4/24/2024

Payee		Stub	Document				Due	Invoice	Payment	Discount	Supplier	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
100158	ECM PUBLISHERS INC		PV	124630	001	00999	4/5/2024	993126	53.75		100158	ECM PUBLISHERS INC
	ECM PUBLISHERS INC			Summary Total					53.75			
	4095 COON RAPIDS BLVD		PV	124631	001	00999	4/5/2024	993125	53.75			
	COON RAPIDS MN 55433			Summary Total					53.75			
			PV	124636	001	00999	4/5/2024	993124	299.50			
				Summary Total					299.50			
				Payment Amount					407.00			
108737	EMERGENCY AUTOMOTIVE TECHNOLOGY INC		PV	124612	001	00999	4/1/2024	DL02162423F	2,279.40		108737	EMERGENCY AUTOMOTIVE TECHNOLOGY INC
	EMERGENCY AUTOMOTIVE TECHNOLOGY INC			Summary Total					2,279.40			
	2755 GENEVA AVE N		PV	124615	001	00999	4/4/2024	DL03142420A	817.80			
	OAKDALE MN 55128			Summary Total					817.80			
			PV	124616	001	00999	4/4/2024	DL03142420C	171.68			
				Summary Total					171.68			
			PV	124691	001	00999	4/9/2024	DL03142420D	171.68			
				Summary Total					171.68			
			PV	124695	001	00999	4/10/2024	DL040424-22	80.51			
				Summary Total					80.51			
				Payment Amount					3,521.07			
119872	GENERAL PATTERN CO. INC		PV	124680	001	00999	4/3/2024	707232	80.00		119872	GENERAL PATTERN CO. INC
	GENERAL PATTERN CO. INC			Summary Total					80.00			
	3075 84TH LANE NE											

Payment Group Control Number 3808
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument T A/P ACH Payment
 Pay Through Date 4/24/2024

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number	Item Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	BLAINE MN 55449							80.00			
100200	GOPHER STATE ONE CALL INC		PV	124575	001 00999	3/31/2024	4030697	280.80		100200	GOPHER STATE ONE CALL INC
	GOPHER STATE ONE CALL 7223 PARKWAY DRIVE SUITE 210 HANOVER MD 21076-1317							280.80			
								280.80			
116933	GREAT PLAINS FIRE INC		PV	124653	001 00999	4/3/2024	8164	4,785.00		116933	GREAT PLAINS FIRE INC
	GREAT PLAINS FIRE INC 17277 230TH STREET FERGUS FALLS MN 56537							4,785.00			
								4,785.00			
112160	HOLIDAY COMPANIES		PV	124590	001 00999	4/1/2024	046801042400	216.75		112160	HOLIDAY COMPANIES
	HOLIDAY COMPANIES 6000 CLEARWATER DR STE 300 MINNETONKA MN 55343							216.75			
								216.75			
119037	HOLSTAD & KNAAK, PLC	March 2024	PV	124621	001 00999	3/28/2024	03282024	4,150.00		119037	HOLSTAD & KNAAK, PLC
	HOLSTAD & KNAAK, NORTH STAR LAW GROUP SUITE 550 413 WACOUTA STREET							4,150.00			

Payment Group Control Number 3808
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 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument T A/P ACH Payment
 Pay Through Date 4/24/2024

Payee		Stub	Document			Due	Invoice	Payment	Discount	Supplier		
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
100273	MALLOY MONTAGUE KARNOWSKI RADOSEVIC	Inv #55807	PV	124666	001	00999	4/9/2024	55807	11,885.00		100273	MALLOY MONTAGUE KARNOWSKI RADOSEVIC
	MALLOY MONTAGUE KARNOWSKI RADOSEVIC 410 PARK NATIONAL BANK BLDG 5353 WAYZATA BLVD MINNEAPOLIS MN 55416			Summary Total					11,885.00			
				Payment Amount					11,885.00			
117425	MAUER MAIN CHEVROLET		PV	124618	001	00999	3/25/2024	5303406	131.59		117425	MAUER MAIN CHEVROL
	MAUER MAIN CHEVROLET 435 WEST MAIN STREET ANOKA MN 55303			Summary Total					131.59			
			PV	124643	001	00999	3/27/2024	5303409	20.52			
				Summary Total					20.52			
			PV	124644	001	00999	3/22/2024	5303372	85.46			
				Summary Total					85.46			
				Payment Amount					237.57			
100283	MENARDS COON RAPIDS		PV	124634	001	00999	4/8/2024	16499	85.94		100283	MENARDS COON RAPID
	MENARDS COON RAPIDS 3045 MAIN STREET COON RAPIDS MN 55448			Summary Total					85.94			
				Payment Amount					85.94			
100284	MENARDS ELK RIVER		PV	124592	001	00999	3/29/2024	92694	199.08		100284	MENARDS ELK RIVER
	MENARDS ELK RIVER 19521 EVANS STREET NW ELK RIVER MN 55330-1077			Summary Total					199.08			
			PV	124593	001	00999	3/30/2024	92753	62.82			
				Summary Total					62.82			

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3808
 Bank Account 999.1010 CASH IN BANK 00002224
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 Originator JMORRISON
 Payment Instrument T A/P ACH Payment
 Pay Through Date 4/24/2024

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
			PV 124596 001 00999	3/11/2024	91730	108.71			
			Summary Total			108.71			
			PD 124597 001 00999	4/24/2024	89798	304.32-			
			Summary Total			304.32-			
			PV 124624 001 00999	4/2/2024	92908	168.78			
			Summary Total			168.78			
			PV 124625 001 00999	4/5/2024	93116	60.27			
			Summary Total			60.27			
			PV 124626 001 00999	4/4/2024	93019	204.98			
			Summary Total			204.98			
			Payment Amount			500.32			
100285	MET COUNCIL ENVIRONMENTAL SRV		PV 124606 001 00999	4/1/2024	0001170599	105,019.79		100285	MET COUNCIL ENVIRONMENTAL SRV
	MET COUNCIL ENVIRONMENTAL SRV P O BOX 856513 MINNEAPOLIS MN 55485-6513		Summary Total			105,019.79			
			Payment Amount			105,019.79			
119825	METRO CREATIVE GRAPHICS INC		PV 124576 001 00999	3/31/2024	276532	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			

Payment Group Control Number 3808
 Bank Account 999.1010 CASH IN BANK 00002224
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 Originator JMORRISON
 Payment Instrument T A/P ACH Payment
 Pay Through Date 4/24/2024

Payee		Stub	Document			Due	Invoice	Payment	Discount	Supplier		
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
108208	METRO PRODUCTS INC		PV	124648	001	00999	3/27/2024	179675	14.77		108208	METRO PRODUCTS INC
	METRO PRODUCTS INC								14.77			
	7401 CENTRAL AVENUE NE		PV	124659	001	00999	4/4/2024	179800	72.09			
	FRIDLEY MN 55432								72.09			
			PV	124660	001	00999	4/4/2024	179801	558.68			
									558.68			
									645.54			
100289	METRO SALES INC		PV	124581	001	00999	4/1/2024	INV2497874	1,788.03		100289	METRO SALES INC
	METRO SALES INC								1,788.03			
	ATTN: ACCOUNTS RECEIVABLE											
	250 N RIVER RIDGE CIRCLE SUITE 100											
	BURNSVILLE MN 55337											
									1,788.03			
115167	NET TRANSCRIPTS INC		PV	124690	001	00999	3/31/2024	NT18670	143.00		115167	NET TRANSCRIPTS INC
	NET TRANSCRIPTS INC								143.00			
	PO BOX 95777											
	CHICAGO IL 60694-5777											
									143.00			
117130	NORTHERN LINES CONTRACTING INC	FINAL PAY APP 6 23-01 161ST AV	PV	124652	001	09402	4/17/2024	04172024	47,692.50		117130	NORTHERN LINES CONTRACTING INC
	NORTHERN LINES CONTRACTING INC								47,692.50			
	11039 LAMONT AVE NE											
	HANOVER MN 55341											
									47,692.50			

Payment Group Control Number 3808
 Bank Account 999.1010 CASH IN BANK 00002224
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 Payment Instrument T A/P ACH Payment
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Payee		Stub	Document				Due	Invoice	Payment	Discount	Supplier	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
									47,692.50			
100363	NORTHERN SANITARY SUPPLY CO		PV	124602	001	00999	4/2/2024	208742	292.65		100363	NORTHERN SANITARY SUPPLY CO
	NORTHERN SANITARY SUPPLY CO 341 COON RAPIDS BLVD MINNEAPOLIS MN 55433								292.65			
									242.26			
									242.26			
									534.91			
112421	PERRILL		PV	124663	001	00999	4/1/2024	262204	200.00		112421	PERRILL
	PERRILL 110 CHESHIRE LANE SUITE 105 MINNETONKA MN 55305								200.00			
									200.00			
									200.00			
116092	ROADKILL ANIMAL CONTROL		PV	124647	001	00999	3/31/2024	03312024	221.00		116092	ROADKILL ANIMAL CONTROL
	ROADKILL ANIMAL CONTROL 520 HAROLD DRIVE BURNSVILLE MN 55337								221.00			
									221.00			
									221.00			
117285	RUM RIVER CONSULTANTS		PV	124694	001	00999	4/11/2024	754	6,555.00		117285	RUM RIVER CONSULTANTS
	RUM RIVER CONSULTANTS 32134 111 1/2 STREET PRINCETON MN 55371								6,555.00			
									6,555.00			

Payment Group Control Number 3808
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Payee Number	Name / Mailing Address	Stub Message	Document Ty	Item Number	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Name
Payment Amount								6,555.00			
100431	SAFETY KLEEN CORPORATION		PV	124637	001 00999	3/21/2024	94170225	382.50		100431	SAFETY KLEEN CORPORATION
	SAFETY KLEEN CORPORATION PO BOX 975201 DALLAS TX 75397-5201			Summary Total				382.50			
			PV	124650	001 00999	4/3/2024	R003133947	110.97			
				Summary Total				110.97			
				Payment Amount				493.47			
100440	SHORT ELLIOT HENDRICKSON INC		PV	124635	001 00999	4/8/2024	464429	11,597.23		100440	SHORT ELLIOT HENDRICKSON INC
	SHORT ELLIOT HENDRICKSON INC P O BOX 64780 ST PAUL MN 55164-0780			Summary Total				11,597.23			
				Payment Amount				11,597.23			
119121	SLOTH INSPECTIONS INC		PV	124620	001 00999	3/31/2024	03312024	10,984.80		119121	SLOTH INSPECTIONS INC
	SLOTH INSPECTIONS INC 2089 175TH LANE NW ANDOVER MN 55304			Summary Total				10,984.80			
				Payment Amount				10,984.80			
110313	SUMMIT FIRE PROTECTION		PV	124586	001 00999	3/31/2024	130104522	282.00		110313	SUMMIT FIRE PROTECTION
	SUMMIT FIRE PROTECTION			Summary Total				282.00			

Payment Group Control Number 3808
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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
P O BOX 851675 MINNEAPOLIS MN 55485-1675		PV 124674 001 00999	3/31/2024	130104523	316.00		
		Summary Total			316.00		
		Payment Amount			598.00		
119474 THE MPX GROUP THE MPX GROUP 7105 MEDICINE LAKE ROAD GOLDEN VALLEY MN 55427		PV 124588 001 00999	3/29/2024	415207	363.24		119474 THE MPX GROUP
		Summary Total			363.24		
		Payment Amount			363.24		
112024 TOWMASTER TOWMASTER 61381 US HWY 12 LITCHFIELD MN 55355		PV 124701 001 00999	4/10/2024	468437	162,944.00		112024 TOWMASTER
		Summary Total			162,944.00		
		Payment Amount			162,944.00		
106351 WATER LABORATORIES, INC WATER LABORATORIES, INC 333 EAST MAIN STREET PO BOX 388 ELK RIVER MN 55330		PV 124578 001 00999	3/29/2024	9952	690.00		106351 WATER LABORATORIES, INC
		Summary Total			690.00		
		Payment Amount			690.00		
		Total Amount to be Processed			401,238.01		
		Total Number of Payments to be Processed			41		

CHECKS - 298,833.77

ACH - 401,238.01

TOTAL AP- 700,071.78

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #24-117

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF APRIL 4, 2024 THROUGH APRIL 17, 2024

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of April 4, 2024 through April 17, 2024 in the amount of \$1,332,038.27 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 April 4, 2024 through April 17, 2024, in the amount of \$1,332,038.27.

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
Councilmember

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of April, 2024.

Mayor

ATTEST:

City Clerk

CC Regular Session

Meeting Date: 04/23/2024

Primary Strategic Plan Initiative: Not Applicable

Information

Title

Adopt Resolution #24-100 Approving final payment to Northern Lines Contracting, Inc. for Improvement Project #23-01, 161st Avenue Reconstruction.

Purpose/Background:

Resolution and Pay Request Attached.

Observations/Alternatives:

Issuing final payment will be contingent on receipt of the following items from Northern Lines Contracting, Inc.:

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

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

Recommendation:

The Senior Engineering Technician has inspected the completed work and recommends final payment to Northern Lines Contracting, Inc. for improvement project #23-01; 161st Avenue Reconstruction in the amount of \$47,692.50.

Action:

Motion to adopt Resolution #24-100 approving final payment to Northern Lines Contracting, Inc. for improvement Project #23-01; 161st Avenue Reconstruction in the amount of \$47,692.50.

Attachments

Pay Resolution #24-100

Pay Request

Form Review

Inbox

Bruce Westby

Brian Hagen

Form Started By: Stacie Damjanovich

Final Approval Date: 04/18/2024

Reviewed By

Bruce Westby

Brian Hagen

Date

04/18/2024 12:58 PM

04/18/2024 01:58 PM

Started On: 04/17/2024 09:28 AM

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

RESOLUTION #24-100

RESOLUTION APPROVING FINAL PAYMENT TO NORTHERN LINES CONTRACTING, INC. OF HANOVER, MINNESOTA FOR IMPROVEMENT PROJECT #23-01; 161ST AVENUE RECONSTRUCTION

WHEREAS, the City of Ramsey proposes to reconstruct 161st Avenue between Armstrong Boulevard and Variolite Street; and

WHEREAS, pursuant to Ramsey City Council resolution #22-089, adopted April 12th, 2022, the City Council accepted and awarded the proposal to Bolten & Menk, Inc., for Topographic Survey of the project area; and

WHEREAS, pursuant to Ramsey City Council resolution #22-200, adopted August 23rd, 2022, the City Engineer was ordered to prepare plans and specifications for Improvement Project #23-01, 161st Avenue Reconstructions; and

WHEREAS, pursuant to Ramsey City Council resolution #23-051, adopted March 14, 2023, the City Council approved plans and specifications as prepared by the City Engineer and authorized advertisement for bids for same improvements; and

WHEREAS, proposals were received for Construction Staking and As-built Survey of \$29,770.00 from Bolton Menk, Inc. for same improvement; and

WHEREAS, pursuant to Ramsey City Council resolution #23-081 adopted April 25, 2023 a contract was awarded to Northern Lines Contracting, Inc. of Hanover, Minnesota, in the amount of \$1,244,237.29 for said improvements; and

WHEREAS, as of April 23, 2024 \$1,192,350.92 has been paid to date; and

WHEREAS, the Senior Engineering Technician has inspected the completed work and recommends final payment to Northern Lines Contracting, Inc. of Hanover, Minnesota for said project in the amount of \$47,692.50.

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

- 1) The City Council hereby approves final payment to Northern Lines Contracting, Inc. of Hanover, Minnesota for improvement project #23-01 161st Avenue Reconstruction, in the amount of \$47,692.50.
- 2) The City Council hereby accepts the project and authorizes the Mayor and City Administrator to sign the release for this payment.
- 3) That the total amount of this payment is not included in resolutions approving payment of bills for date of April 23, 2024.

- 4) That the City of Ramsey Finance Department will be provided a signed copy of this resolution.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of April, 2024.

Mayor

ATTEST:

City Clerk

Item No.	MnDOT No.	Item Description	CONTRACT AMOUNT				COMPLETED THIS PERIOD		COMPLETED TO DATE	
			Unit	Estimated Quantity	Unit Price	Extended Total	Quantity	Extended Total	Quantity	Extended Total
1	2021.501	MOBILIZATION	LS	1.0	\$ 35,000.00	\$ 35,000.00	0.00	\$ -	1.00	\$ 35,000.00
2	2101.502	CLEARING	EA	16	\$ 187.00	\$ 2,992.00	0	\$ -	29.00	\$ 5,423.00
3	2101.502	GRUBBING	EA	16	\$ 187.00	\$ 2,992.00	0	\$ -	29.00	\$ 5,423.00
4	2101.505	CLEARING	ACRE	0.31	\$ 9,500.00	\$ 2,945.00	0.00	\$ -	0.31	\$ 2,945.00
5	2101.505	GRUBBING	ACRE	0.31	\$ 9,500.00	\$ 2,945.00	0.00	\$ -	0.31	\$ 2,945.00
6	2104.502	REMOVE BASKETBALL HOOP	EA	2	\$ 135.00	\$ 270.00	0	\$ -	2	\$ 270.00
7	2104.502	SALVAGE MAIL BOX SUPPORT	EA	8	\$ 105.00	\$ 840.00	0	\$ -	8	\$ 840.00
8	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	238	\$ 3.00	\$ 714.00	0	\$ -	250	\$ 750.00
9	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LF	79	\$ 5.00	\$ 395.00	0	\$ -	70	\$ 350.00
10	2104.503	REMOVE CONCRETE CURB AND GUTTER	LF	6	\$ 10.00	\$ 60.00	0	\$ -	0	\$ -
11	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	3111	\$ 2.30	\$ 7,155.30	0	\$ -	3111	\$ 7,155.30
12	2104.504	REMOVE CONCRETE PAVEMENT	SY	69	\$ 6.00	\$ 414.00	0	\$ -	69	\$ 414.00
13	2104.602	LANDSCAPE RESTORATION	EA	12	\$ 500.00	\$ 6,000.00	0	\$ -	0	\$ -
14	2106.507	EXCAVATION - CHANNEL & PONDING (EV)	CY	7219	\$ 6.10	\$ 44,035.90	0	\$ -	7056	\$ 43,041.60
15	2106.507	EXCAVATION - COMMON (EV)	CY	886	\$ 6.10	\$ 5,404.60	0	\$ -	886	\$ 5,404.60
16	2106.507	EXCAVATION - SUBGRADE (EV)	CY	1768	\$ 6.10	\$ 10,784.80	0	\$ -	1768	\$ 10,784.80
17	2106.607	HAUL & STOCKPILE RECLAIM MATERIAL (LV)	CY	2025	\$ 5.50	\$ 11,137.50	0	\$ -	2025	\$ 11,137.50
18	2108.504	GEOTEXTILE FABRIC TYPE 4	SY	68	\$ 5.00	\$ 340.00	0	\$ -	0	\$ -
19	2112.519	SUBGRADE PREPARATION - ROADWAY	RDST	26	\$ 375.00	\$ 9,750.00	0	\$ -	26	\$ 9,750.00
20	2112.604	SUBGRADE PREPARATION	SY	5445	\$ 1.05	\$ 5,717.25	0	\$ -	5445	\$ 5,717.25
21	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	45	\$ 165.00	\$ 7,425.00	0	\$ -	12	\$ 1,980.00
22	2130.523	WATER	MGAL	52	\$ 35.00	\$ 1,820.00	0	\$ -	0	\$ -
23	2211.507	AGGREGATE BASE CLASS 5 MODIFIED (CV)	CY	2687	\$ 22.00	\$ 59,114.00	0	\$ -	2687	\$ 59,114.00
24	2215.504	FULL DEPTH RECLAMATION	SY	8974	\$ 1.50	\$ 13,461.00	0	\$ -	8974	\$ 13,461.00
25	2232.504	MILL BITUMINOUS PAVEMENT 2.0"	SY	26	\$ 10.50	\$ 273.00	0	\$ -	26	\$ 273.00
26	2301.604	CONCRETE PAVEMENT DRIVEWAYS 6.0"	SY	80	\$ 94.75	\$ 7,580.00	0	\$ -	79	\$ 7,485.25
27	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	721	\$ 3.15	\$ 2,271.15	0	\$ -	340	\$ 1,071.00
28	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	TON	860	\$ 89.05	\$ 76,583.00	0	\$ -	969	\$ 86,289.45
29	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,F) - PARKING LOT	TON	303	\$ 98.10	\$ 29,724.30	0	\$ -	305	\$ 29,920.50
30	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	860	\$ 91.70	\$ 78,862.00	0	\$ -	771	\$ 70,700.70
31	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) DRIVEWAYS	TON	5	\$ 210.00	\$ 1,050.00	0	\$ -	5	\$ 1,050.00
32	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) TRAIL	TON	365	\$ 104.50	\$ 38,142.50	0	\$ -	408	\$ 42,636.00
33	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,F) PARKING LOT	TON	227	\$ 101.15	\$ 22,961.05	0	\$ -	230	\$ 23,264.50
34	2501.502	18" RC PIPE APRON	EA	1	\$ 1,430.00	\$ 1,430.00	0	\$ -	1	\$ 1,430.00
35	2501.502	30" RC PIPE APRON	EA	1	\$ 2,025.00	\$ 2,025.00	0	\$ -	1	\$ 2,025.00
36	2501.602	TRASH GUARD FOR 18" RC PIPE APRON	EA	1	\$ 820.00	\$ 820.00	0	\$ -	1	\$ 820.00
37	2501.602	TRASH GUARD FOR 30" RC PIPE APRON	EA	1	\$ 2,475.00	\$ 2,475.00	0	\$ -	1	\$ 2,475.00
38	2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS III	LF	378	\$ 64.00	\$ 24,192.00	71	\$ 4,544.00	449	\$ 28,736.00
39	2503.503	18" RC PIPE SEWER DESIGN 3006 CLASS III	LF	80	\$ 72.00	\$ 5,760.00	0	\$ -	80	\$ 5,760.00
40	2503.503	30" RC PIPE SEWER DESIGN 3006 CLASS III	LF	699	\$ 146.00	\$ 102,054.00	0	\$ -	708	\$ 103,368.00
41	2503.602	CONNECT TO EXISTING SANITARY SEWER	EA	2	\$ 21,000.00	\$ 42,000.00	0	\$ -	2	\$ 42,000.00
42	2503.603	6" PVC PIPE SEWER SDR 26	LF	153	\$ 42.00	\$ 6,426.00	0	\$ -	162	\$ 6,804.00
43	2503.603	8" PVC PIPE SEWER SDR 26	LF	1180	\$ 41.00	\$ 48,380.00	0	\$ -	1179	\$ 48,339.00
44	2503.603	CLEAN & TELEVIEW PIPE SEWER	LF	1333	\$ 6.00	\$ 7,998.00	0	\$ -	1333	\$ 7,998.00
45	2504.602	6" PIPE PLUG	EA	2	\$ 120.00	\$ 240.00	1	\$ 120.00	3	\$ 360.00
46	2504.602	6" GATE VALVE & BOX	EA	5	\$ 2,300.00	\$ 11,500.00	-2	\$ (4,600.00)	3	\$ 6,900.00
47	2504.602	8" GATE VALVE & BOX	EA	2	\$ 3,135.00	\$ 6,270.00	1	\$ 3,135.00	4	\$ 12,540.00
48	2504.602	ADJUST VALVE BOX	EA	7	\$ 385.00	\$ 2,695.00	0	\$ -	7	\$ 2,695.00
49	2504.602	CONNECT TO EXISTING WATERMAIN	EA	2	\$ 1,485.00	\$ 2,970.00	0	\$ -	2	\$ 2,970.00
50	2504.602	HYDRANT (8.5' BURY)	EA	2	\$ 5,910.00	\$ 11,820.00	0	\$ -	2	\$ 11,820.00
51	2504.603	6" WATERMAIN DUCTILE IRON CL 53	LF	144	\$ 65.00	\$ 9,360.00	-83	\$ (5,395.00)	61	\$ 3,965.00
52	2504.603	8" WATERMAIN DUCTILE IRON CL 52	LF	1170	\$ 66.00	\$ 77,220.00	110	\$ 7,260.00	1280	\$ 84,480.00
53	2504.608	WATERMAIN FITTINGS	LBS	431	\$ 16.00	\$ 6,896.00	0	\$ -	431	\$ 6,896.00
54	2506.502	ADJUST FRAME AND RING CASTING	EA	5	\$ 695.00	\$ 3,475.00	0	\$ -	5	\$ 3,475.00
55	2506.502	CASTING ASSEMBLY (SANITARY)	EA	4	\$ 945.00	\$ 3,780.00	0	\$ -	4	\$ 3,780.00
56	2506.502	CASTING ASSEMBLY (STORM)	EA	12	\$ 790.00	\$ 9,480.00	1	\$ 790.00	13	\$ 10,270.00
57	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3'	EA	3	\$ 1,850.00	\$ 5,550.00	0	\$ -	4	\$ 7,400.00
58	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 27-4020	EA	1	\$ 1,460.00	\$ 1,460.00	0	\$ -	1	\$ 1,460.00
59	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EA	4	\$ 2,960.00	\$ 11,840.00	0	\$ -	4	\$ 11,840.00
60	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	EA	2	\$ 5,285.00	\$ 10,570.00	0	\$ -	2	\$ 10,570.00
61	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	EA	2	\$ 9,365.00	\$ 18,730.00	0	\$ -	2	\$ 18,730.00
62	2506.503	CONSTRUCT SANITARY SEWER MANHOLE	LF	56.7	\$ 420.00	\$ 23,814.00	0.0	\$ -	56.7	\$ 23,826.60
63	2511.507	RANDOM RIP RAP CLASS III	CY	20	\$ 210.00	\$ 4,200.00	0	\$ -	20	\$ 4,200.00
64	2521.504	6" CONCRETE WALK	SY	124	\$ 151.45	\$ 18,779.80	75	\$ 11,358.75	124	\$ 18,779.80
65	2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EA	88	\$ 31.50	\$ 2,772.00	80	\$ 2,520.00	80	\$ 2,520.00
66	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LF	4799	\$ 18.55	\$ 89,021.45	17	\$ 315.35	5066	\$ 93,974.30
67	2531.503	CONCRETE CURB & GUTTER DESIGN B612	LF	1389	\$ 24.30	\$ 33,752.70	0	\$ -	1052	\$ 25,563.60
68	2531.604	7" CONCRETE DRAINAGE FLUME	SY	4	\$ 163.00	\$ 652.00	4	\$ 652.00	4	\$ 652.00

Item No.	MnDOT No.	Item Description	CONTRACT AMOUNT			COMPLETED THIS PERIOD		COMPLETED TO DATE		
			Unit	Estimated Quantity	Unit Price	Extended Total	Quantity	Extended Total	Quantity	Extended Total
69	2531.604	7" CONCRETE VALLEY GUTTER	SY	232	\$ 157.00	\$ 36,424.00	0	\$ -	254	\$ 39,878.00
70	2531.618	TRUNCATED DOMES	SF	222	\$ 68.25	\$ 15,151.50	140	\$ 9,555.00	226	\$ 15,424.50
71	2540.602	TEMPORARY MAIL BOX CLUSTER	EA	1	\$ 420.00	\$ 420.00	0	\$ -	1	\$ 420.00
72	2540.602	INSTALL MAIL BOX SUPPORT	EA	8	\$ 132.00	\$ 1,056.00	0	\$ -	8	\$ 1,056.00
73	2563.601	TRAFFIC CONTROL	LS	1	\$ 7,250.00	\$ 7,250.00	0.0	\$ -	1.0	\$ 7,250.00
74	2571.502	BASKETBALL HOOP	EA	4	\$ 3,150.00	\$ 12,600.00	0.0	\$ -	4	\$ 12,600.00
75	2571.502	CONIFEROUS TREE 6' HT B&B	EA	7	\$ 930.00	\$ 6,510.00	0.0	\$ -	0	\$ -
76	2571.502	DECIDUOUS TREE 6' HT B&B	EA	2	\$ 795.00	\$ 1,590.00	0.0	\$ -	0	\$ -
77	2572.503	TEMPORARY TREE PROTECTION FENCE	LF	1824	\$ 2.45	\$ 4,468.80	200.0	\$ 490.00	2024	\$ 4,958.80
78	2573.602	STABILIZED CONSTRUCTION EXIT	EA	3	\$ 970.00	\$ 2,910.00	0	\$ -	1	\$ 970.00
79	2573.502	STORM DRAIN INLET PROTECTION	EA	10	\$ 225.00	\$ 2,250.00	0	\$ -	10	\$ 2,250.00
80	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LF	125	\$ 3.15	\$ 393.75	128	\$ 403.20	128	\$ 403.20
81	2573.503	SILT FENCE; TYPE MS	LF	5236	\$ 2.75	\$ 14,399.00	1438	\$ 3,954.50	6287	\$ 17,289.25
82	2574.507	TOPSOIL (LV)	CY	1975	\$ 0.01	\$ 19.75	1975	\$ 19.75	1975	\$ 19.75
83	2574.508	FERTILIZER TYPE 3	LBS	305	\$ 0.95	\$ 289.75	0	\$ -	305	\$ 289.75
84	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SY	7595	\$ 2.00	\$ 15,190.00	0	\$ -	6500	\$ 13,000.00
85	2575.505	SEEDING	ACRE	2.83	\$ 263.00	\$ 744.29	2.00	\$ 526.00	4.83	\$ 1,270.29
86	2575.508	HYDRAULIC MULCH MATRIX	LBS	5040	\$ 1.25	\$ 6,300.00	0	\$ -	5040	\$ 6,300.00
87	2575.508	SEED MIXTURE 25-151	LBS	175	\$ 5.25	\$ 918.75	0	\$ -	175	\$ 918.75
88	2575.508	SEED MIXTURE 33-262	LBS	65	\$ 14.00	\$ 910.00	0	\$ -	75	\$ 1,050.00
89	2582.503	4" BROKEN LINE PAINT (EPOXY)	LF	530	\$ 1.55	\$ 821.50	0	\$ -	830	\$ 1,286.50
90	2582.503	4" DASHED LINE PAINT (EPOXY)	LF	644	\$ 1.55	\$ 998.20	0	\$ -	0	\$ -
91	2582.503	4" SOLID LINE PAINT (EPOXY)	LF	6502	\$ 1.55	\$ 10,078.10	0	\$ -	5124	\$ 7,942.20
92	2582.518	CROSSWALK PAINT (EPOXY)	SF	522	\$ 5.50	\$ 2,871.00	0	\$ -	240	\$ 1,320.00
93	2582.518	PAVEMENT MESSAGE (EPOXY)	SF	11	\$ 9.60	\$ 105.60	0	\$ -	13	\$ 127.68
GRAND TOTALS						\$ 1,244,237.29	\$ 35,648.55	\$ 1,240,043.42		

Internal City Use Only				
		MSA Funds (0.46 Mobilization)	\$ 29,391.35	\$ 656,684.94
		Storm Sewer Utility Funds (0.25 Mobilization)	\$ 5,737.20	\$ 238,177.20
		Water Utility Funds (0.09 Mobilization)	\$ 400.00	\$ 135,416.00
		Sanitary Sewer Utility Funds (0.09 Mobilization)	\$ 120.00	\$ 139,732.60
		Park Improvement Funds (0.11 Mobilization)	\$ -	\$ 70,032.68
		Total Funds	\$ 35,648.55	\$ 1,240,043.42

CC Regular Session**Meeting Date:** 04/23/2024**Primary Strategic Plan Initiative:** Promote economic growth and development.**Information****Title**

Adopt Resolution #24-106 Approving a Development Agreement for Complete Auto Service at 5195 142nd Avenue NW (Project No. 24-102); Case of Complete Auto Service

Purpose/Background:

On April 9, 2024, the City Council approved a Conditional Use Permit (CUP) and Site Plan for Complete Auto Service (the "Applicant") at 5195 142nd Avenue NW (the "Subject Property"). The City has now received the Engineer's Estimate necessary to calculate the required financial surety, Engineering inspection escrow, and the Applicant's contribution to the City's Storm Water Regional Basin fund (the Subject Property is within a capture zone in a Drinking Water Supply Management Area or DWSMA, where infiltration is not permitted). With that information, the Development Agreement is now ready for consideration by the City Council.

Funding Source:

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

Recommendation:

Staff recommends approving the Development Agreement for Complete Auto Service.

Action:

Motion to adopt Resolution #24-106 approving the Development Agreement for Complete Auto Service.

Attachments

Site Location Map

Development Agreement

Resolution #24-106: Development Agreement

Form Review**Inbox**

Brian Hagen

Form Started By: Chris Anderson

Final Approval Date: 04/18/2024

Reviewed By

Brian Hagen

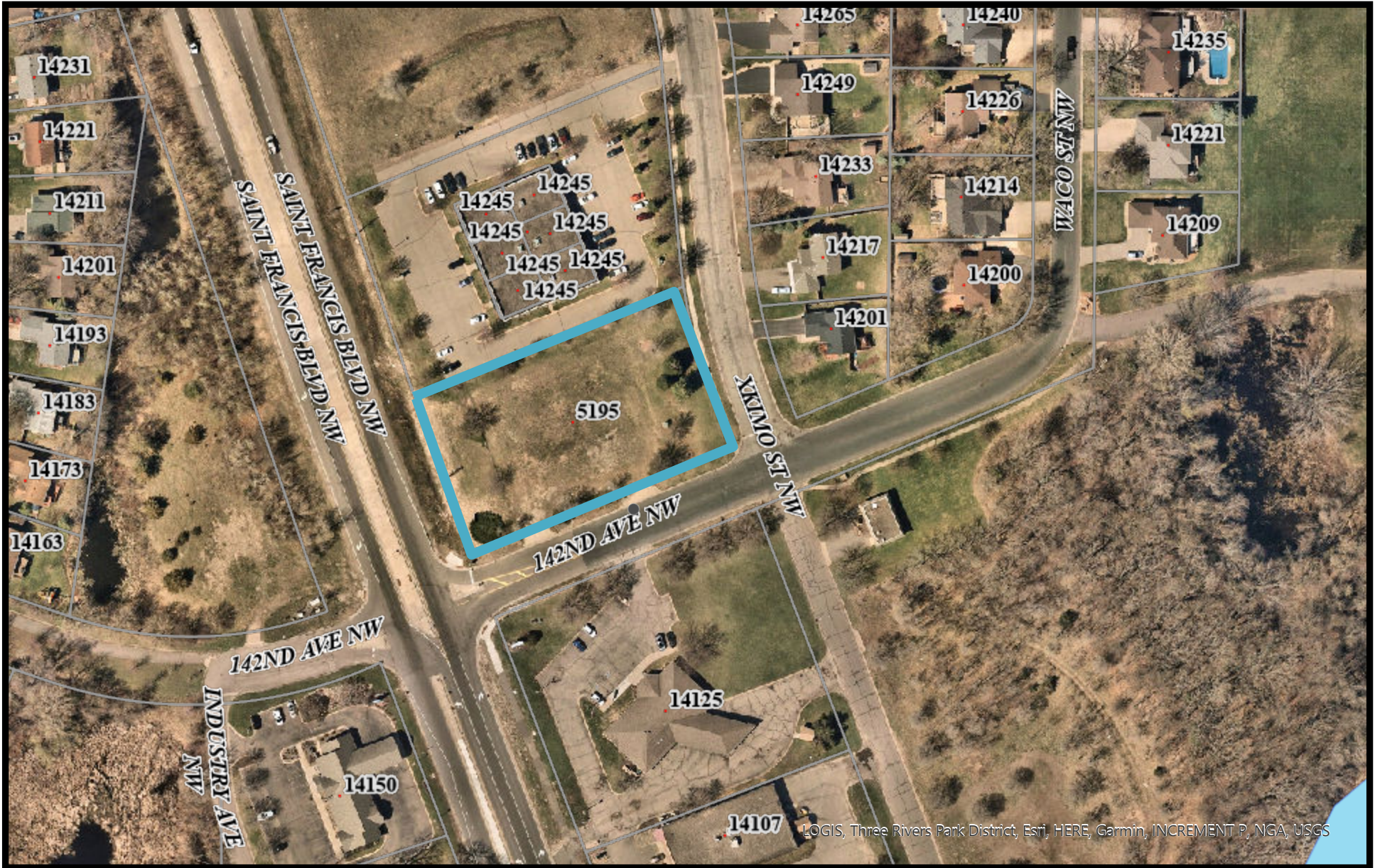
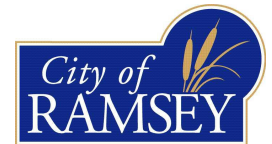
Date

04/18/2024 08:20 AM

Started On: 04/12/2024 08:12 AM

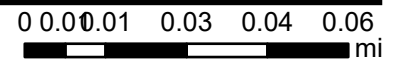
25-32-25-43-0043
25-32-25-43-0061
5195 142nd Ave NW

Complete Auto Service



LOGIS, Three Rivers Park District, Esri, HERE, Garmin, INCREMENT P, NGA, USGS

Print Date: February 14, 2024



**COMPLETE AUTO SERVICE RAMSEY, INC.
DEVELOPMENT AGREEMENT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA**

This Agreement (hereinafter the “Agreement”) is dated as of this 23rd day of April, 2024, and is by and between the City of Ramsey, a Minnesota municipal corporation (the “**CITY**”) and **MW PROPERTIES, LLC**, a limited liability corporation under the laws of Minnesota, (the “**PERMITTEE**”).

Recitals

- A. The **PERMITTEE** is the fee title owner of land generally known as 5195 142nd Avenue NW, Ramsey, MN 55303 and Outlot G, Rivers Bend 3rd Addition, legally described as:
- Lot 1, Block 1, Rivers Bend Plaza 2nd Addition, Anoka County, Minnesota and Outlot G, Rivers Bend 3rd Addition, Anoka County, Minnesota.
- (together, the “**Subject Property**”)
- B. That on February 12, 2024, the **CITY** received a Land Use Application from Classic Construction, Inc., on behalf of the **PERMITTEE**, requesting approval of a Site Plan and Conditional Use Permit for an automotive repair business, as well as a Variance to the impervious surfacing standard in the Scenic River Protection Overlay District, as part of a proposal to construct a new automotive repair facility and associated improvements (cumulatively, the “**New Building**”) on the **Subject Property**.
- C. That on March 28, 2024, the Planning Commission approved a Variance to the impervious surfacing standard of the Scenic River Protection Overlay District.
- D. That April 9, 2024, the City Council approved the Site Plan and Conditional Use Permit for the proposed **New Building**.
- E. 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 final plans (the "**Plans**") prepared by Plowe Engineering, Inc., dated February 9, 2024, and revised on **XXXXXX**, and Lampert Architects, dated December 1, 2023 and revised on **XXXXXX**. 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 and City Code, 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 driveways 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 and the allocated costs therefor are as follows:

Required Improvement	Cost	125% of Cost Release Amount
a. Temporary and permanent erosion control.	\$2,927.00	\$3,658.75
b. Storm drainage facilities	\$62,315.00	\$77,893.75
c. Sanitary sewer service	\$3,323.00	\$4,153.75
d. Water services	\$9,750.00	\$12,187.50
e. Parking lot and driveway bituminous pavement	\$60,600.00	\$75,750.00
f. Concrete walkways, curb, and gutter	\$34,202.00	\$42,752.50
g. Landscaping	\$7,392.50	\$9,240.63
TOTAL	\$180,509.50	\$225,636.88

("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 twenty-four (24) months from the date of issuance of the Building Permit approval for the **New Building**, subject to Unavoidable Delays. For the purposes of this **Agreement**, Unavoidable Delays means delays outside the control of the party claiming its occurrence, which are the result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, global pandemic, epidemic, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, results in delays, or acts of any federal, state or local governmental unit other than the **CITY**.
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 **Two Hundred Twenty-Five Thousand Six Hundred Thirty-Seven Dollars and No Cents (\$225,637.00)**, 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.

At the request of **PERMITTEE**, the **CITY** shall, not more frequently than once monthly, release that part of the Financial Guaranty for any completed portion of the Required Improvements in the amount set forth in Section 6 that have been accepted in writing by the **CITY**. Upon completion of the construction of all, or any of the remaining **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 Financial Guaranty. The **PERMITTEE** hereby grants permission and a license to the **CITY** and/or its contractors and assigns to enter upon the **Subject Property** for the purpose of completing the construction and installation of the **Required Improvements** in the event of the **PERMITTEE's** default.

9. **Site Inspection Fees.** The **PERMITTEE** shall be responsible for all site 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 **Nine Thousand Twenty-Five Dollars and No Cents (\$9,025.00)** (5% x \$180,509.50). 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. **Storm Water Regional Basin Contribution.** In lieu of constructing on-site storm water management basins, the **PERMITTEE** shall contribute an equal amount as the cost of constructing on-site basins to the **CITY** for use of the regional storm water basin in the amount of **Ten Thousand Three Hundred Sixteen Dollars and Twenty Cents (\$10,316.20)**.

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 for the proposed **New Building**; (c) the Financial Guaranty described in Section I, Paragraph 8, to the **CITY**; and (d) obtained all necessary permits from the Lower Rum River Watershed Management Organization and has provided a copy of such permit to the **CITY**, if applicable; 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; and (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**.

SECTION III ON-SITE 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 **Two Thousand Two Hundred Seventy-Three Dollars and No Cents (\$2,273.00)** [# plantings (17 trees and 33 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**'s Financial Guaranty, the full amount of any and all Financial Guaranties. Breach of any of the terms of this **Agreement** by the **PERMITTEE** shall also be grounds for denial of a building permit or issuance of a 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:

MW Properties, LLC
Attn: Mitchell Webb
604 189th Ave NE
East Bethel, MN 55011

TO THE CITY:

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

[The rest of this page left intentionally blank]

THE PERMITTEE:

MW Properties, LLC

By: _____
 Mitchell Webb

Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Mitchell Webb, the President of MW Properties, LLC, a limited liability company, under the laws of the State of Minnesota on behalf of the company.

Notary Public

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

RESOLUTION #24-106

**RESOLUTION APPROVING A DEVELOPMENT AGREEMENT
FOR COMPLETE AUTO SERVICE**

WHEREAS, MW Properties, LLC, hereafter referred to as “Developer,” properly applied for Site Plan, Conditional Use Permit, and Variance approval for the property generally known as 5195 142nd Avenue and legally described as:

Lot 1, Block 1 Rivers Bend Plaza 2nd Addition and Outlot G, Rivers Bend 3rd Addition, Anoka County, Minnesota.

(the ‘Subject Property’);

WHEREAS, the Planning Commission conducted a Public Hearing and reviewed the Site Plan, Conditional Use Permit, and Variance requests on March 28, 2024; and

WHEREAS, on March 28, 2024, the Planning Commission approved the Variance to impervious surfacing standards in the Scenic River Protection Overlay District and recommended approval of both the Conditional Use Permit and Site Plan; and

WHEREAS, the City Council approved the Conditional Use Permit and Site Plan, with contingencies, on April 9, 2024.

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

1. That the Ramsey City Council hereby grants approval of the Development Agreement for Complete Auto Service, contingent upon review and approval as to legal form by the City Attorney.

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 April, 2024.

Mayor

ATTEST:

City Clerk

CC Regular Session

Meeting Date: 04/23/2024

Primary Strategic Plan Initiative: Strengthen and enhance our identity, brand and image.

Information

Title

Adopt Resolution #24-107 Proclaiming April 26, 2024, as Arbor Day and the Month of May as Arbor Month

Purpose/Background:

The City of Ramsey has been recognized as a Tree City USA for thirty-two (32) consecutive years (up through and including 2023 activities). One of the standards necessary to obtain this designation is the adoption of an Arbor Day proclamation. At its root, Arbor Day is a day to encourage and celebrate the planting of trees. In Minnesota, Arbor Day is officially observed on the last Friday of April, which this year is April 26. The State of Minnesota also recognizes the month of May as Arbor Month. The attached resolution serves as the City's official observance of Arbor Day on April 26, 2023, and also recognizes May as Arbor Month.

Funding Source:

This case is being handled as part of staff's regular duties.

Recommendation:

Staff recommends adopting Resolution #24-107 proclaiming April 26, 2024, as Arbor Day and the month of May as Arbor Month.

Action:

Motion to adopt Resolution #24-107 proclaiming April 26, 2023 as Arbor Day and the month of May as Arbor Month.

Attachments

Resolution #24-107: Arbor Day Proclamation

Form Review

Inbox

Brian Hagen

Form Started By: Chris Anderson

Final Approval Date: 04/18/2024

Reviewed By

Brian Hagen

Date

04/18/2024 01:36 PM

Started On: 04/12/2024 10:29 AM

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

RESOLUTION #24-107

RESOLUTION PROCLAIMING APRIL 26, 2024 AS ARBOR DAY AND THE MONTH OF MAY, 2024, AS ARBOR MONTH

WHEREAS, Arbor Day provides an opportunity to celebrate the importance of trees and forests to our economy, culture, history and health; and

WHEREAS, trees are of great value as they aid in providing clean air and water, shade and energy savings, wildlife habitat, recreational opportunities, wood products, and jobs, while also capturing and storing carbon from the atmosphere, thereby offsetting greenhouse gas emissions; and

WHEREAS, many species of trees and shrubs provide critical, early spring food for pollinators; and

WHEREAS, properly planting and caring for a diverse mix of trees makes our community forests more resilient by minimizing the impacts of diseases, insects, and other stressors, while providing long-term community and environmental benefits; and

WHEREAS, thoughtfully choosing, planting, and caring for a diverse mix of trees helps support a more resilient community now and in the future; and

WHEREAS, the City of Ramsey has been recognized for 32 consecutive years (through 2023), as a Tree City USA.

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 proclaims April 26, 2024 as Arbor Day.
- 2) That the Ramsey City Council hereby proclaims the month of May as Arbor Month.
- 3) That the Ramsey City Council encourages all citizens to plant trees as part of Ramsey's living history, to participate in disease and pest control programs that will ensure an enduring tree canopy, and collaborate with partners and volunteers to develop and implement policies to plant, nurture, protect, and steward our natural diversity.
- 4) That the Ramsey City Council encourages efforts to enhance species diversity to buffer against disease and/or pest outbreaks, promotes replanting native species and strategically locating plantings for energy savings.

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 April, 2024.

Mayor

ATTEST:

City Clerk

CC Regular Session**Meeting Date:** 04/23/2024**Primary Strategic Plan Initiative:** Address infrastructure needs.**Information****Title**

Adopt Resolution #24-109 Approving Plans and Specifications and Authorizing Advertisement for Bids for 2024 NE Ramsey Street Reconstructions, Improvement Project #24-03

Purpose/Background:**Purpose:**

The purpose of this case is to adopt Resolution #24-109 approving plans and specifications and authorizing advertisement for bids for 2024 NE Ramsey Street Reconstructions, Improvement Project #24-03.

Background:

The 2024 – 2033 Capital Improvement Program (CIP) identifies the streets within the Ford Brook Estates 3rd, Rodeo Hills Estates, Valley View Acres, and Section 01 Unplatted north of CR 27 subdivisions for street reconstruction in 2024. A street segment summary for these improvements is attached to this case.

Project History

- August 22, 2023, Resolution #23-199, the Ramsey City Council executed a proposal from Hakanson Anderson to prepare final plans and specifications for 2024 NE Ramsey Street Reconstructions.
- November 14, 2023, Resolution #23-279, the Ramsey City Council accepted a proposal from Haugo Geotechnical Services, LLC to prepare a geotechnical report of the project area.
- January 23, 2024, Resolution #24-032, the Ramsey City Council approved the Joint Powers Agreement with the City of Nowthen to bid the City of Ramsey and City of Nowthen streets together, as part of Improvement Project #24-03.
- April 16, 2024, the Ramsey Public Works Committee considered recommending City Council approval of plans and specifications and authorizing advertisement for bids.

Pavement History

This project encompasses 4 subdivisions, all generally located in northeastern Ramsey. The streets were built at varying times between 1982 and 2001. The only subdivision which received an overlay improvement was Rodeo Hills Estates in 1998, 16 years after its construction. All streets have received two crack seal / seal coat improvements since construction, or overlay in the case of Rodeo Hills Estates, with the latest being in 2012. Maintenance crews have performed patching over the last several years, including extensive patching in 2023 to temporarily assist in maintaining the pavement until it can be reconstructed. More detailed information on the pavement history is included in the street segment summary attached to this case.

Existing Conditions

Ford Brook Estates 3rd is 0.43 miles of 30-foot wide urban section including bituminous curbing. The existing pavement section is approximately 2-inches of bituminous over 4-inches aggregate base. Storm water runoff is directed to bituminous flumes, which flow runoff through existing drainage and utility easements to stormwater basin, and eventually the surrounding wetlands. The subdivision is made up of 13 single family home lots, approximately 2 to 2.5 acres, zoned rural residential. Municipal water and sewer do not exist in the area, which is located well outside of the 2040 MUSA boundary.

Rodeo Hills Estates is 1.16 miles of 24-foot wide rural section. The existing pavement section is approximately

4-inches of bituminous over 3-inches of aggregate base. The geotechnical report found much of the subdivision to have poor soils under the pavement, including silt and clay, which will require subsoil corrections. Storm water runoff is directed into drainage swales adjacent to the street, which ultimately direct runoff to the county ditch which cuts east to west across the plat, and finally to Ford Brook, which is adjacent to the east. The subdivision is made up of 41 single family home lots and one park lot which is unimproved, approximately 1 acre, zoned rural residential. Municipal water and sewer do not exist in the area, which is located just outside the edge of the 2040 MUSA boundary.

Valley View Acres includes the 0.02 (126-foot) 178th Lane cul-de-sac, which extends west off of Vanadium Street (Rodeo Hills Estates). This is 24-foot wide rural section. Per the geotechnical report the existing pavement section is approximately 1.75-inches of bituminous over 3-inches of aggregate base. The base below the pavement section was found to be silty clayey sand over lean to fat clay, which will require subsoil corrections. Storm water runoff is directed into drainage swales adjacent to the street, which direct runoff to the Rodeo Hills Estates subdivision to the east. The subdivision is made up of 3 single family home lots, approximately 10 acres, zoned MUSA reserved. Municipal water and sewer do not exist in the area, though this is the northeastern edge of the 2040 MUSA boundary, there are no current plans to extend services.

Section 01 Unplatted (North of CR 27) is 0.35 miles of 26-foot wide urban section including bituminous curbing. The pavement section is approximately 2.5-inches of bituminous over 4-inches of aggregate base. Storm water runoff is directed to bituminous flumes, which flow runoff through existing drainage and utility easements to wetlands north in the City of Nowthen, and eventually into Rogers Lake. The subdivision is made up of 14 single family home lots varying between approximately 0.5 and 4.5 acres, zoned rural residential. Municipal water and sewer do not exist in the area, which is located well outside of the 2040 MUSA boundary.

Proposed Improvements

Ford Brook Estates 3rd and Section 01 Unplatted are proposed to be reconstructed back to their respective 26-foot wide and 30-foot wide urban sections. The bituminous curb will be replaced with surmountable concrete curb and gutter. The alignments and profiles are generally matching existing. Storm sewer inlet and pipe will collect runoff at the same low points, and direct to the same outfalls. The proposed pavement section is proposed to be 6-inches aggregate base below 3.5-inches of new bituminous pavement. This is proposed to be achieved by the Full-Depth Reclamation (FDR) process;

- Reclaiming (grinding up) the existing bituminous and aggregate base
- Installation of storm sewer inlets and piping at the low points
- Hauling and stockpiling the reclaim material (typically stockpiled on site)
- Excavating approximately 3-inches of sand
 - Required to make room for the new thicker pavement section without raising the road profile
 - Sand is proposed to be kept by the City for use on future projects or fill
- Placing 6-inches of the recycled reclaim material (aggregate base)
- Placing the new concrete curb and gutter
- Placing first lift of new bituminous pavement
- Replacing driveway aprons (matching existing material)
- Restoring the impacted boulevard areas behind the new curb and gutter
 - Minimum 4" topsoil and hydroseed with residential turf seed
- Placing the final lift of new bituminous pavement (3.5-inches total)

Rodeo Hills Estates and Valley View Acres are proposed to be reconstructed back to a 24-foot wide rural section. The alignment and profile are generally matching existing. The drainage swales adjacent to the streets are generally not proposed to be re-graded as part of the project. The existing subsoils are generally poor and require subsoil corrections. The subsoil corrections are proposed to consist of 12-inches select granular (clean sand) placed on top of geotextile fabric. Drain tile will be placed at the edge of pavement along much of the subsoil correction to help keep water out of the subbase material. The new pavement section placed on top of this is proposed to be 8-inches of aggregate base below 3.5-inches new bituminous pavement.

The reconstruction process is similar to the FDR process except the excavation depth will be approximately

18-inches rather than 3. The material is not considered clean because it contains silt and clay, and will become property of the Contractor. The geotextile fabric is placed to separate the poor underlying soils from the aggregate base. The extra aggregate base thickness along with the 1-foot of sand build additional strength to help the pavement bridge the poor soils. During construction, the Contractor will only sub-cut out what they can backfill to aggregate base by the end of the work day. On similar projects this has been 300 to 400 feet per day.

Preliminary Schedule Remaining

- Hakanson Anderson receives bids and provides a recommendation for award to City Staff
 - May 20, 2024
- Council awards contract to the lowest responsible bidder
 - May 28 or June 14, 2024
 - Need to coordinate award with City of Nowthen
- Contractor begins construction
 - On or around July 1, 2024 (dependent on Contractor's schedule)
- Substantial Completion
 - September 30, 2024
 - Final lift of bituminous pavement in-place, boulevard restoration in-place
- Final Completion
 - June 30, 2025
 - Verify final turf establishment, project clean up complete
 - Not enough time in the fall for turf establishment to take place after the substantial completion date

Bid Opening

Bids are proposed to be opened on May 20, 2024, and to be presented to the Ramsey City Council either May 28 or June 14, 2024 for consideration to award a construction contract to the lowest responsible bidder.

Per the approved Joint Powers Agreement with the City of Nowthen, who is partnering with the City of Ramsey to complete this project, the City of Nowthen is being given the chance to review the bids and vote on awarding their portion of the project, prior to an award to the Contractor. The project will be bid as an A+B, so if the City of Nowthen decides not to move forward, only the City of Ramsey portion of the project shall be awarded. Both cities are fully responsible for all construction and project costs associated with the work within their city limits. The Nowthen City Council met on Tuesday, April 9, 2024 and approved the City of Nowthen's portion of the final plans and specifications and authorized advertisement for bids. Additionally, calling for an assessment hearing and special City Council meeting for May 21, 2024.

Full 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 plan sheet showing the typical sections, which includes information on the proposed pavement sections. Plans are available upon request from the City Engineer.

The proposed improvements are designated as City Improvement Project #24-03, 2024 NE Ramsey Street Reconstructions.

Notification:

If Council approves plans and specifications and authorizes advertisement for bids, bids will be advertised on Friday, April 26, and again on Friday, May 3, 2024 in the City's official newspaper, the Anoka Union Herald.

Additionally, 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, which will also be updated.

Observations/Alternatives:

Alternatives:

Motion to adopt Resolution #24-109 approving plans and specifications and authorizing advertisement for bids for 2024 NE Ramsey Street Reconstructions, Improvement Project #24-03.

Funding Source:

Funding for these improvements are proposed to come from a combination of Pavement Management Funds and Storm Sewer Utility Funds. Funds below include 23-percent indirect costs for administrative, engineering, finance, and legal costs, based upon the engineer’s estimate completed by Hakanson Anderson.

- Pavement Management Funds \$3,002,217.17
- Storm Sewer Utility Funds \$653,902.53
- **Total Estimate Project Costs \$3,656,119.70**

Of the total project costs, approximately \$1,379,000 are associated with the subsoil corrections required as part of the Rodeo Hills Estates and Valley View Acres reconstructions.

The City of Nowthen project is estimated to cost \$600,379, and will be funded by the City of Nowthen.

Recommendation:

On April 16, 2024, the Ramsey Public Works Committee reviewed the improvement project and recommended City Council approval of plans and specifications and authorization to advertise for bids.

Staff recommends adopting Resolution #24-109 approving plans and specifications and authorizing advertisement for bids for 2024 NE Ramsey Street Reconstructions, Improvement Project #24-03.

Action:

Adopt Resolution #24-109 approving plans and specifications and authorizing advertisement for bids for 2024 NE Ramsey Street Reconstructions, Improvement Project #24-03.

Attachments

- Res 24-109
- 24-03 Street Summary
- 24-03 Title Sheet
- 24-03 Typical Sections

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Joe Feriancek	04/17/2024 10:43 AM
Bruce Westby	Bruce Westby	04/18/2024 12:31 PM
Brian Hagen	Brian Hagen	04/18/2024 01:55 PM
Form Started By: Joe Feriancek		Started On: 04/16/2024 08:57 AM
Final Approval Date: 04/18/2024		

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

RESOLUTION #24-109

RESOLUTION APPROVING PLANS AND AUTHORIZING BIDDING FOR 2024 NE RAMSEY STREET RECONSTRUCTIONS, IMPROVEMENT PROJECT #24-03

WHEREAS, the City of Ramsey proposes to reconstruct the streets within the Ford Brook Estates 3rd, Rodeo Hills Estates, Valley View Acres, and Section 01 Unplatted north of CR 27 subdivisions as identified within the 2024 – 2033 10-Year Capital Improvement Program; and

WHEREAS, pursuant to Ramsey City Council Resolution #23-199, adopted August 22, 2023, The City Council awarded the proposal from Hakanson Anderson to prepare final plans and specifications for 2024 NE Ramsey Street Reconstruction, Improvement Project #24-03; and

WHEREAS, pursuant to Ramsey City Council Resolution #23-279, adopted November 14, 2023, the City Council awarded the proposal from Haugo Geotechnical Services, LLC to preform geotechnical proposals for Improvement Project #24-03; and

WHEREAS, pursuant to Ramsey City Council Resolution #24-032, adopted January 23, 2024, the City Council negotiated a Joint Powers Agreement with the City of Nowthen for 2024 NE Ramsey Street Reconstruction, Improvement Project #24-03; and

WHEREAS, Hakanson Anderson prepared plans and specifications for the purpose of advertising for bids for 2024 NE Ramsey Street Reconstruction, Improvement Project #24-03.

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 Hakanson Anderson and authorizes advertisement for bids for said improvements as City Improvement Project #24-03, 2024 NE Ramsey Street Reconstructions.

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 April, 2024.

Mayor

ATTEST:

City Clerk

**IP 24-03 2024 NE Ramsey Street Reconstructions
Street Segment Summary**

Subdivision	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)
Ford Brook Estates 3rd	180th Avenue	Barium Street / E CDS	342	Urban (Bit Curb)	3	1988	SC 1994	SC 2001				2.0	4.2	6.2
	180th Avenue	Barium Street / W EOP	592	Urban (Bit Curb)	3	1988	SC 1994	SC 2001				2.0	4.2	6.2
	Barium Street	179th Lane / N CDS	1311	Urban (Bit Curb)	3	1988	SC 1994	SC 2001				2.1	4.5	6.6
	<i>Ford Brook Estates 3rd Total Length</i>		<i>2245</i>	<i>0.425 mi.</i>										
Rodeo Hills Estates	177th Lane	Vanadium Street / E CDS	777	Rural	3	1982	SC 1989	OL 1998	SC 2004	SC 2012		4.1*	2.5*	6.6*
	178th Lane	Vanadium Street / Uranium Street	465	Rural	3	1982	SC 1989	OL 1998	SC 2004	SC 2012		4.1	2.7	6.8
	178th Lane	W EOP / Vanadium Street	217	Rural	3	2001	SC 2004	SC 2012				4.1	2.5	6.6
	179th Lane	Uranium Street / E EOP	308	Rural	3	1982	SC 1989	OL 1998	SC 2004	SC 2012		4.2	0.0	4.2
	180th Lane	Vanadium Street / Uranium Street	470	Rural	3	1982	SC 1989	OL 1998	SC 2004	SC 2012		4.3	2.2	6.5
	Uranium Street	178th Lane / 180th Lane	1325	Rural	3	1982	SC 1989	OL 1998	SC 2004	SC 2012		4.2*	2.5*	6.7*
	Uranium Street	180th Lane / N EOP	228	Rural	3	1982	SC 1989	OL 1998	SC 2004	SC 2012		4.2*	2.5*	6.7*
	Vanadium Street	Green Valley Road / 180th Lane	2358	Rural	3	1982	SC 1989	OL 1998	SC 2004	SC 2012		5.6	2.9	8.5
	<i>Rodeo Hills Estates Total Length</i>		<i>6148</i>	<i>1.164 mi.</i>										
Valley View Acres	178th Lane	E EOP / W CDS	126	Rural	2	2001	SC 2004	SC 2012				4.1	2.7	6.8
	<i>Valley View Acres Total</i>		<i>126</i>	<i>0.024 mi.</i>										
Section 01 Unplatted (North of CR 27)	Waco Drive	Waco Street / N Line Section 01	687	Urban (Bit Curb)	2	1993	SC 1998	SC 2004				2.3	4.6	6.9
	Waco Street	179th Lane (CR 27) / N Line Section 01	1176	Urban (Bit Curb)	2	1993	SC 1998	SC 2004				2.6	4.0	6.6
	<i>Section 01 Unplatted Total Length</i>		<i>1863</i>	<i>0.353 mi.</i>										
2024 NE Ramsey Street Reconstruction Project Totals			10382	1.966 mi.	* GPR Data not available, assumed thickness									

NORTHEAST RAMSEY STREET RECONSTRUCTION PROJECT

CONSTRUCTION PLANS FOR BITUMINOUS PAVEMENT REMOVAL, BITUMINOUS SURFACING, CURB AND GUTTER, STORM SEWER, AND MISCELLANEOUS CONSTRUCTION

CITIES OF RAMSEY AND NOWTHEN

CITY OF RAMSEY PROJECTS 24-03, 24-05 AND 24-10

GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL APPLY.

THE 2023 EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM) STANDARD SPECIFICATIONS SHALL APPLY.

ALL FEDERAL, STATE AND LOCAL LAWS, REGULATIONS, AND ORDINANCES SHALL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

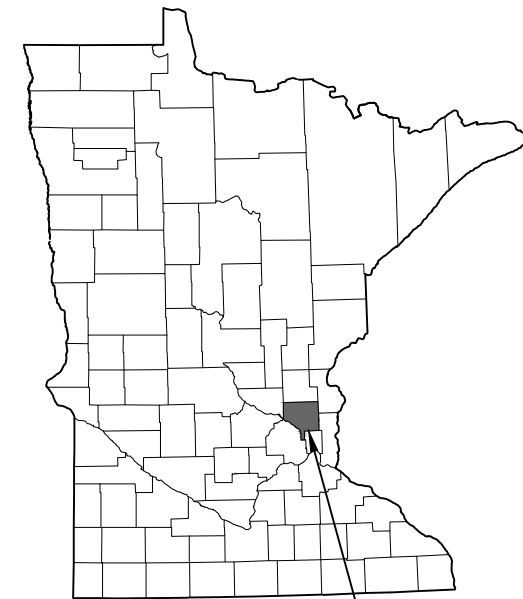
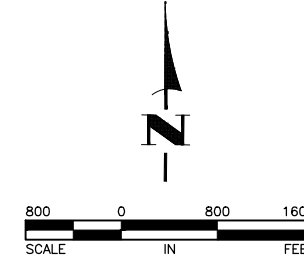
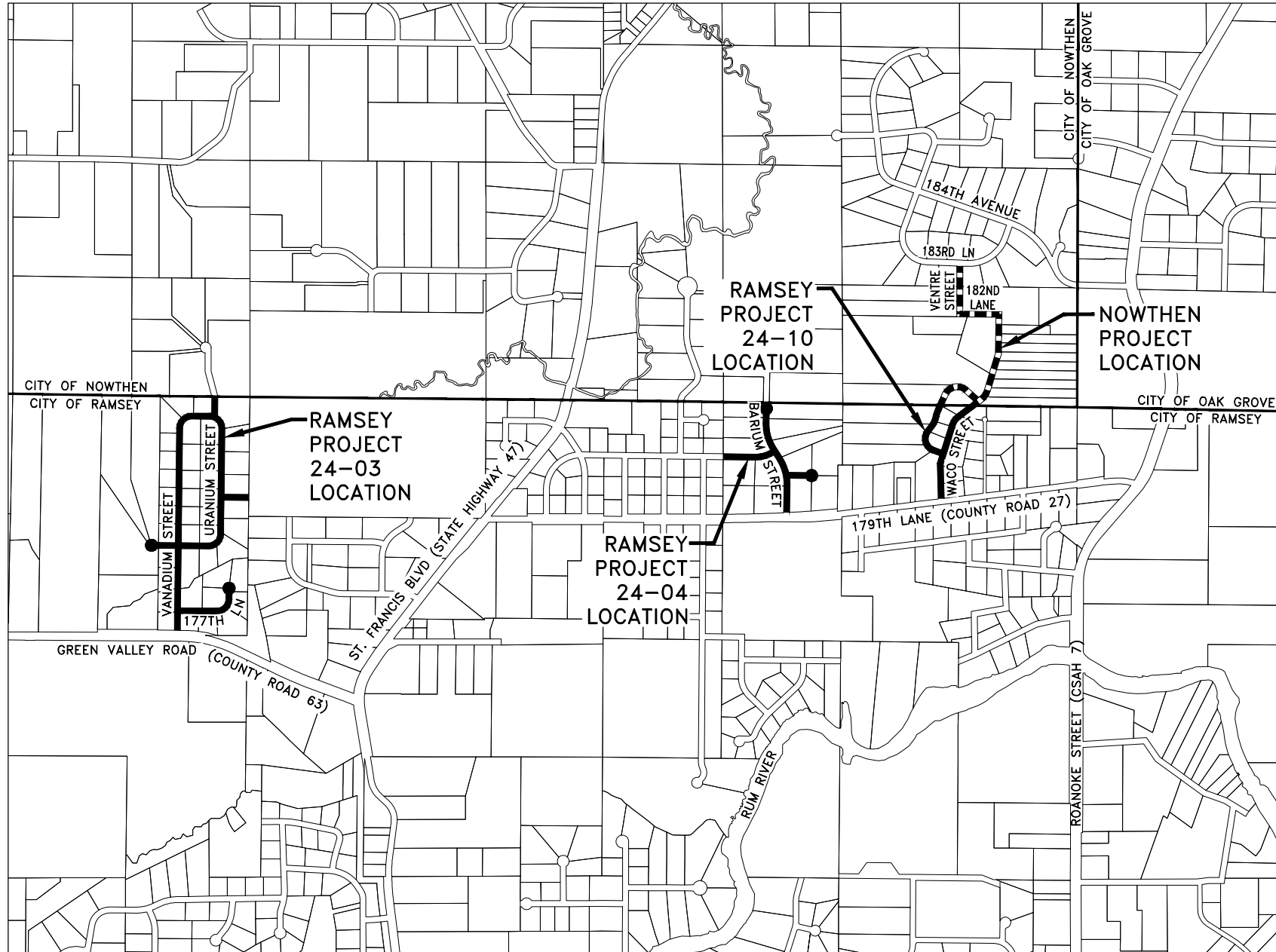
ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

ALL REQUIREMENTS OF THE PROJECT MANUAL FOR THE NORTHEAST RAMSEY STREET RECONSTRUCTION PROJECT.

SHEET INDEX

THIS PLAN CONTAINS 101 SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	OVERALL LOCATION MAP
3	ESTIMATED QUANTITIES AND TABULATIONS
4	CONSTRUCTION NOTES, DETAILS AND PROJECT LEGEND
5	TYPICAL SECTIONS
6-9	DETAILS
10-11	EXISTING TOPOGRAPHY AND REMOVALS PLAN-VANADIUM STREET
12	EXISTING TOPOGRAPHY AND REMOVALS PLAN-VANADIUM STREET AND 180TH LANE
13	EXISTING TOPOGRAPHY AND REMOVALS PLAN-URANIUM STREET
14	EXISTING TOPOGRAPHY AND REMOVALS PLAN-URANIUM STREET AND 178TH LANE
15	EXISTING TOPOGRAPHY AND REMOVALS PLAN-178TH LANE
16	EXISTING TOPOGRAPHY AND REMOVALS PLAN-177TH LANE
17	EXISTING TOPOGRAPHY AND REMOVALS PLAN-179TH LANE
18	EXISTING TOPOGRAPHY AND REMOVALS PLAN-URANIUM STREET (NORTH)
19-20	EXISTING TOPOGRAPHY AND REMOVALS PLAN-BARIUM STREET
21	EXISTING TOPOGRAPHY AND REMOVALS PLAN-180TH AVENUE (WEST)
22	EXISTING TOPOGRAPHY AND REMOVALS PLAN-180TH AVENUE (EAST)
23-25	EXISTING TOPOGRAPHY AND REMOVALS PLAN-WACO STREET
26	EXISTING TOPOGRAPHY AND REMOVALS PLAN-182ND LANE AND VENTRE STREET
27-28	EXISTING TOPOGRAPHY AND REMOVALS PLAN-WACO DRIVE
29-33	CONSTRUCTION PLAN-VANADIUM STREET
34	CONSTRUCTION PLAN-180TH LANE
35-37	CONSTRUCTION PLAN-URANIUM STREET
38-39	CONSTRUCTION PLAN-178TH LANE
40-41	CONSTRUCTION PLAN-177TH LANE
42	CONSTRUCTION PLAN-179TH LANE
43	CONSTRUCTION PLAN-URANIUM STREET (NORTH)
44-46	CONSTRUCTION PLAN-BARIUM STREET
47-48	CONSTRUCTION PLAN-180TH AVENUE (WEST)
49	CONSTRUCTION PLAN-180TH AVENUE (EAST)
50-54	CONSTRUCTION PLAN-WACO STREET
55	CONSTRUCTION PLAN-182ND LANE
56	CONSTRUCTION PLAN-VENTRE STREET
57-59	CONSTRUCTION PLAN-WACO DRIVE
60-63	STAKING PLAN
X1-X6	CROSS SECTIONS-VANADIUM STREET
X7	CROSS SECTIONS-180TH LANE
X8-X10	CROSS SECTIONS-URANIUM STREET
X11	CROSS SECTIONS-URANIUM STREET AND 178TH LANE
X12-X13	CROSS SECTIONS-178TH LANE
X14-X16	CROSS SECTIONS-177TH LANE
X17	CROSS SECTIONS-179TH LANE
X18	CROSS SECTIONS-URANIUM STREET (NORTH)
X19-X22	CROSS SECTIONS-BARIUM STREET
X23-X24	CROSS SECTIONS-180TH AVENUE (WEST)
X25-X26	CROSS SECTIONS-180TH AVENUE (EAST)
X27-X32	CROSS SECTIONS-WACO STREET
X33	CROSS SECTIONS-182ND LANE
X34	CROSS SECTIONS-VENTRE STREET
X35-X38	CROSS SECTIONS-WACO DRIVE



CITIES OF RAMSEY
AND NOWTHEN,
ANOKA COUNTY,
MINNESOTA

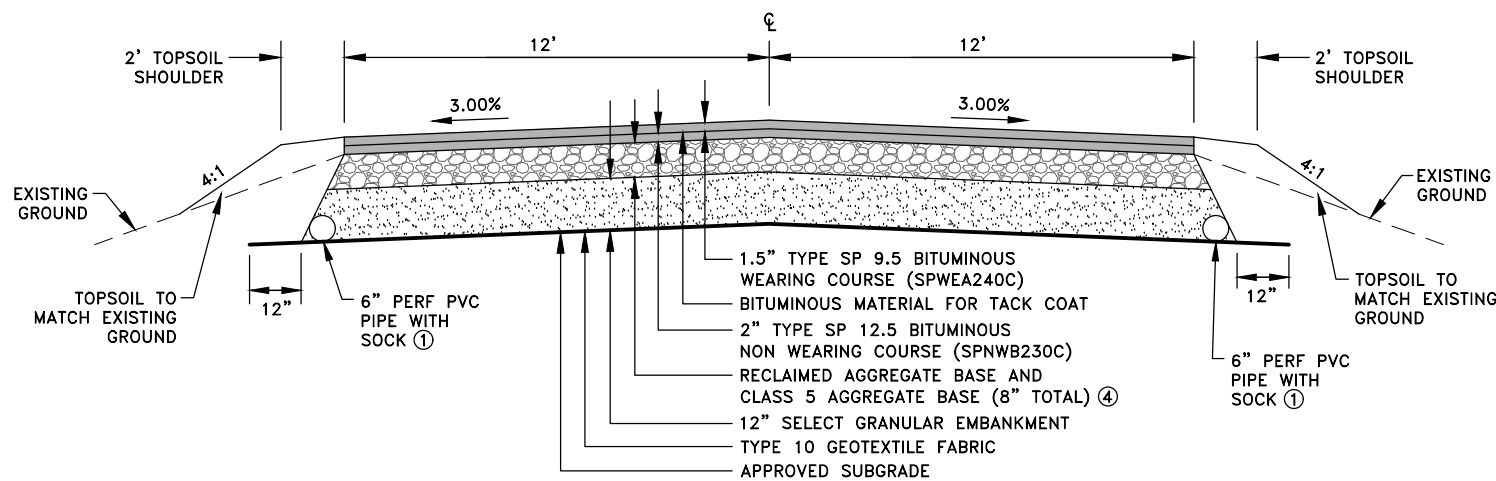
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

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.

SHANE M. NELSON, P.E.
 HAKANSON ANDERSON
 DESIGN ENGINEER

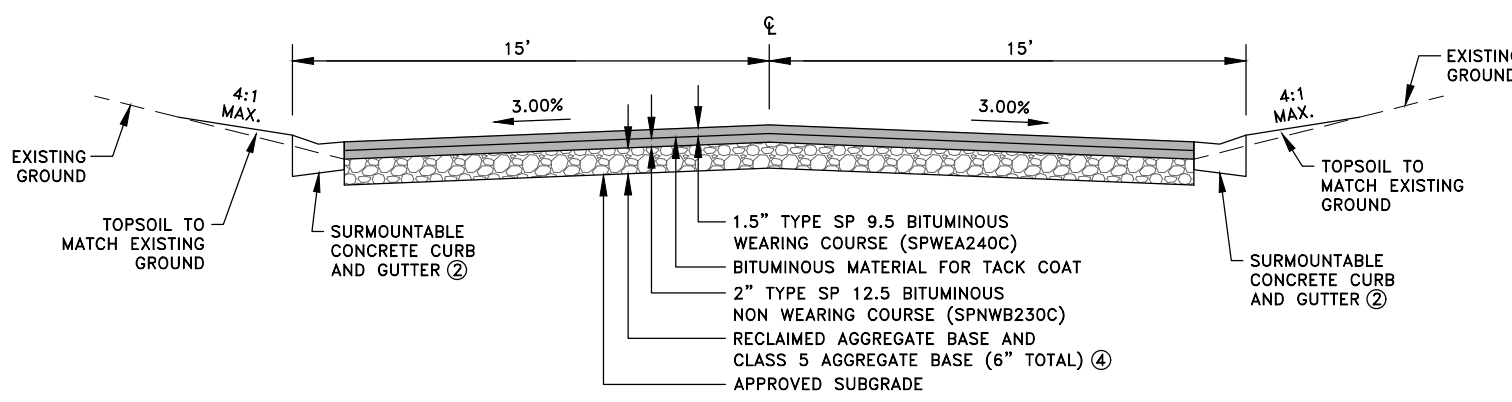
43381 DATE 3/12/24
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DATE	REVISION



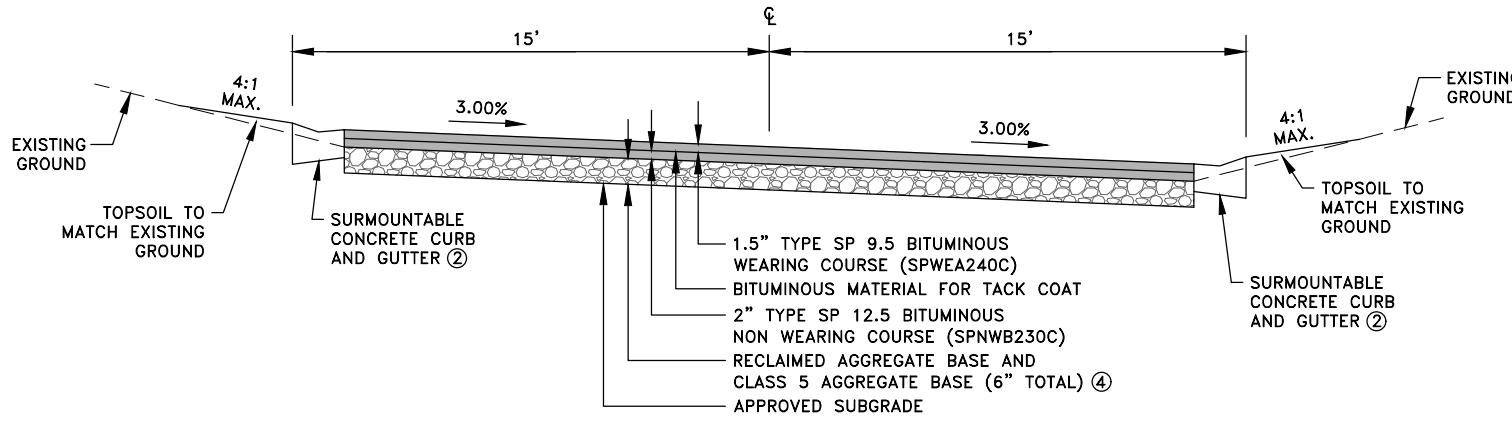
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TYPICAL SECTION
VANADIUM STREET, URANIUM STREET, URANIUM STREET (NORTH),
177TH LANE, 178TH LANE, 179TH LANE AND 180TH LANE



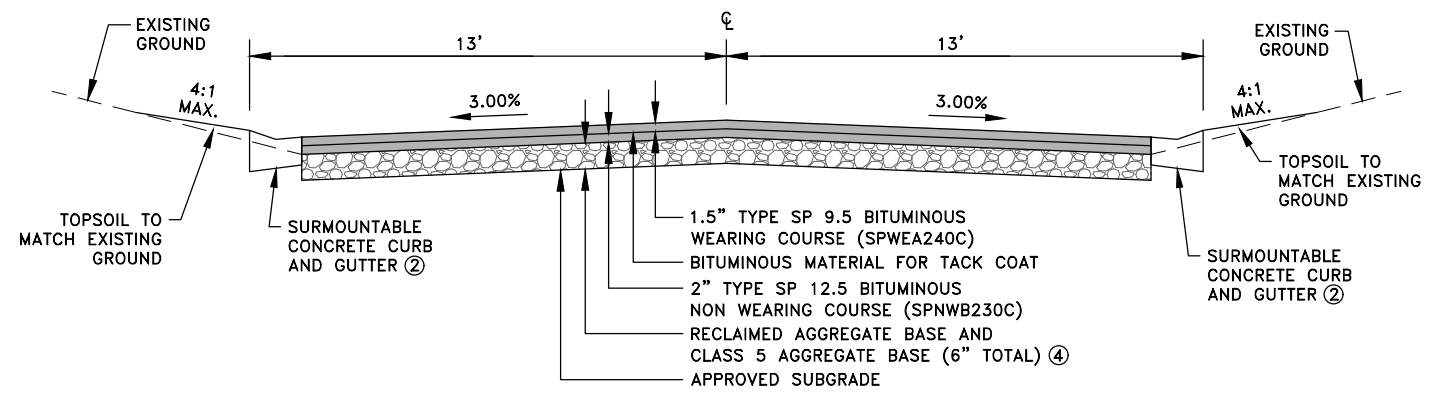
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TYPICAL SECTION
BARIUM STREET (STA 1+93 TO STA 12+50), 180TH AVENUE (WEST)
AND 180TH AVENUE (EAST)



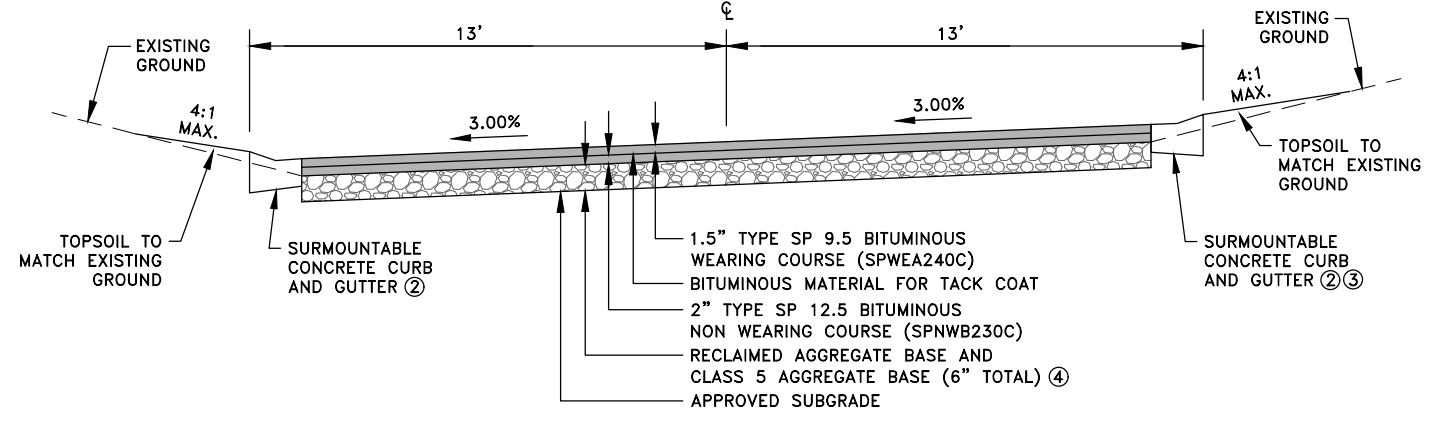
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TYPICAL SECTION
BARIUM STREET (STA 12+50 TO STA 13+50)



4
5

TYPICAL SECTION
WACO STREET, 182ND LANE, VENTRE STREET
AND WACO DRIVE (STA 1+84 TO STA 12+00)



5
5

TYPICAL SECTION
WACO DRIVE (STA 12+00 TO STA 14+00)

- REFERENCE NOTES:
- ① SEE CONSTRUCTION PLANS FOR THE DRAINTILE LOCATIONS.
 - ② SURMOUNTABLE CURB SHALL BE PER CITY PLATE NO. STR-1.
 - ③ TIPOUT CURB AT 2.00%
 - ④ CLASS 5 AGGREGATE BASE SHALL MEET THE REQUIREMENTS OF CITY PLATE NO. STR-26.

Mar 13, 2024 - 7:26am K:\MUNICIPAL\RA3189\ENGINEERING\PLAN DWG\RA3189_DETAILS.dwg

DATE	REVISION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Shane M. Nelson
SHANE M. NELSON, P.E.
Date 3/12/24 Lic. No. 43381

DESIGNED BY: TAE
DRAWN BY: TAE
CHECKED BY: SMN



Hakanson Anderson
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763-427-5860 FAX 763-427-0520
www.hakanson-anderson.com

**NORTHEAST RAMSEY STREET
RECONSTRUCTION PROJECT**

TYPICAL SECTIONS
CITIES OF RAMSEY AND NOWTHEN, MINNESOTA

SHEET
5
OF
63
SHEETS
RA3189

CC Regular Session**Meeting Date:** 04/23/2024**Primary Strategic Plan Initiative:** Address infrastructure needs.**Information****Title**

Adopt Resolution #24-110 Approving Plans and Specifications and Authorizing Advertisement for Bids for 2024 Neighborhood Pavement Overlay Improvements, Improvement Project #24-07

Purpose/Background:**Purpose:**

The purpose of this case is to adopt Resolution #24-110 approving plans and specifications and authorizing advertisement for bids for 2024 Neighborhood Pavement Overlay Improvements, Improvement Project #24-07.

Background:

The proposed 2024 – 2033 Capital Improvement Program (CIP) identifies seven (7) subdivisions for pavement overlay improvements in 2024. Street segment summaries are attached to this case.

Project History

- August 8, 2023, Resolution #23-182, the Ramsey City Council executed a proposal from Braun Intertec to prepare a pavement core analysis of Bowers Drive.
- November 14, 2023, Resolution #23-281, the Ramsey City Council executed a proposal from Bolton and Menk to perform a topographic survey of the pedestrian ramps within the project area.
- November 21, 2023, the Ramsey Public Works Committee considered recommending City Council order plans and specifications, additionally discussed constructing the gravel section of Basalt Street as part of these improvements.
- November 28, 2023, Resolution #23-299, the Ramsey City Council ordered plans and specifications for 2024 Neighborhood Pavement Overlays, Improvement Project #24-07.
- February 2, 2024, the Ramsey Public Works Committee considered adding a trail connection between Bowers Drive and the Riverstone South subdivision.
- March 26, 2024, the Ramsey City Council reviewed the trail connection resident survey at their Work Session and recommended not moving forward with the connection.
- April 16, 2024, the Ramsey Public Works Committee considered recommending City Council approval of plans and specifications and authorizing advertisement for bids.

The projects total approximately 4.32 miles in length, with varying mill thicknesses proposed. The project areas include:

- **Alpine Acres 1st & 2nd**
 - Generally located east of Sunfish Lake Blvd and north of Alpine Drive
 - Residential townhouse subdivision
 - Construction in 2004
 - 0.85 miles of 32' wide urban section with concrete curb & gutter
 - Crack seal / seal coat improvements in 2009 and 2016
 - Crack seal improvement in 2023
 - Subdivision was prioritized due to pavement stripping
- **Bowers Mississippi Acres 1st, 2nd, & 3rd**

- Generally located south of Riverdale Drive and 148th Avenue
 - Residential single-family house subdivision
 - Construction in 1982
 - 0.99 miles of mix 24' wide urban section with bituminous curbing and rural section with drainage swales adjacent to roadway
 - Crack seal / seal coat improvement in 1996
 - Overlay improvement in 2004
 - Crack seal / seal coat improvements in 2009 and 2016
 - Subdivision was prioritized due to concerns pavement conditions falling beyond scope of pavement overlay improvement
- **Gateway Industrial Park 2nd and Ebony Addition**
 - Generally located southwest of Bunker Lake Blvd and Sunfish Lake Blvd
 - Commercial / Industrial subdivision
 - Constructed between 1991 and 2007
 - 0.49 miles of 38' wide urban section with concrete curb and gutter
 - Crack seal / seal coat improvements in 2003, 2012 and 2017
- **Section 27 Unplatted**
 - Generally located southwest of Bunker Lake Blvd and Sunfish Lake Blvd
 - Commercial / Industrial subdivision
 - Constructed in 2001
 - 0.47 miles of 40' wide urban section with concrete curb and gutter
 - Crack seal / seal coat improvements in 2006 and 2018
- **Orchard Hills Townhomes**
 - Generally located south of Alpine Drive and east of TH 47
 - Residential townhouse subdivision
 - Construction in 2001
 - 0.30 miles of 32' wide urban section with concrete curb & gutter
 - Crack seal / seal coat improvements in 2006 and 2013
 - Crack seal improvement in 2021
- **Seasons of Ramsey**
 - Generally located north of Bunker Lake Blvd, east of Center Street
 - Residential single-family and townhouse subdivision
 - Construction in 2013
 - 0.08 miles of 31' wide urban section with concrete curb & gutter
 - Subdivision was prioritized due to pavement condition and project location
 - Street patching due to Garden View development service connections
 - Development contributed funds towards overlay improvements
- **Town Center Gardens 1st, 2nd, & 3rd**
 - Generally located north of Bunker Lake Blvd, west of Ramsey Blvd
 - Residential townhouse subdivision
 - Construction between 2004 and 2005
 - 1.14 miles of 32' wide urban section with concrete curb & gutter
 - Crack seal / seal coat improvement in 2010
 - Crack seal improvement in 2021

Review of ground penetrating radar (GPR), as-built plans, and the Bowers Drive Mill and Overlay Evaluation performed by Braun Intertec indicates three separate mill and overlay thicknesses will be used on the various street segments.

Orchard Hills Townhomes subdivision does not have sufficient pavement thickness for a 2-inch mill and overlay improvements, therefore a 1.0-inch mill and 1.5-inch bituminous overlay will be used. The section of Cobalt Street between Alpine Drive and 152nd Lane is proposed to receive a full-depth mill and fill of approximately 3.5-inches.

Bowers Drive will receive a full-depth mill and overlay of approximately 3.5-inches. The bituminous will be placed in 2 lifts. Additionally, some minor base corrections are anticipated to be required.

All remaining subdivisions have sufficient existing bituminous thickness to perform a 2-inch mill and bituminous overlay.

Per typical overlay improvements, spot concrete curb and gutter repairs will be performed on damaged curb. Where feasible, the City has switched to a saw & seal method for curb cracks at a significant cost savings. This is performed on hairline cracks, without vertical displacement. For areas of bituminous curbing, repairs to the curbing are not anticipated, though the City typically updates curb adjacent to storm sewer inlets to concrete during mill and overlay projects.

Municipal sewer and water exist under all street segments in the project except for Bowers Drive. This project is not proposing any repairs to watermain or sanitary sewer.

Minor storm sewer structure repairs, typically re-grouting catch basins, is proposed. Additionally, the project proposes adding hydrodynamic separators to the storm sewer system along Bowers Drive for the two outlets to the Mississippi River. The separators are a cost-effective TSS removal device, which is used in lieu of infiltration basins. Infiltration basins would require significant surface area, grading, and drainage easements which the City do not currently have.

Four of the townhouse subdivisions include extensive pedestrian ramps which do not meet current American with Disability Act (ADA) standards, and will require upgrades. A total of 50 pedestrian ramps were found to require upgrades, and will be replaced during construction.

As an alternative bid item, this project also includes constructing the gravel segment of Basalt Street south of 141st Avenue to a fully paved street section including concrete curb and gutter. The street will be built to a width of 36 feet, with parking on one side, and terminate in a cul-de-sac built to 66 feet in diameter. This is the largest cul-de-sac which will fit in the existing right of way. Staff reviewed options for increasing the cul-de-sac to the standard 100-foot diameter, but found it not feasible, largely due to the significant impacts on the existing commercial sites adjacent to the street. The pavement will be built to a 10-ton pavement strength design which is typical for commercial/industrial streets, this will be achieved by placing 4-inches bituminous on top of 6-inches aggregate base.

Preliminary Schedule Remaining

- Staff receives bids
 - June 4, 2024
- Council awards contract to the lowest responsible bidder
 - June 11, 2024
- Contractor begins construction
 - On or around July 8, 2024 (dependent on Contractor's schedule)
- Substantial Completion
 - August 31, 2024
 - Final lift of bituminous pavement in-place, concrete repairs compete, boulevard restoration in-place
- Final Completion
 - September 30, 2024

- o Verify final turf establishment, project clean up complete

Bid Opening

Bids are proposed to be opened on June 4, 2024, and to be presented to City Council on June 11, 2024 to consider awarding a construction contract to the lowest responsible bidder.

Full 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 plan sheet showing the typical sections, which includes information on the proposed pavement sections. Plans are available upon request from the City Engineer.

The proposed improvements are designated as City Improvement Project #24-07, 2024 Neighborhood Pavement Overlay Improvements.

Notification:

If Council approves plans and specifications and authorizes advertisement for bids, bids will be advertised on Friday, April 26, and again on Friday, May 3, 2024 in the City’s official newspaper, the Anoka Union Herald.

Additionally, 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, which will also be updated.

Observations/Alternatives:

Alternatives:

Motion to adopt Resolution #24-110 approving plans and specifications and authorizing advertisement for bids for 2024 Neighborhood Pavement Overlay Improvements, Improvement Project #24-07.

Funding Source:

Funding for this improvement is proposed to come from Pavement Management (PM) Funds, Stormwater Utility Funds and Sanitary Sewer Utility Funds. The alternative Basalt Street construction does not qualify for Pavement Management Funds, funding would likely be Public Improvement Revolving (PIR) Funds.

The City collected a \$10,000 Road Improvement Fee as part of the Garden View development in 2019, to be used towards a future pavement mill and overlay of 147th Lane (Seasons of Ramsey segment). This was due to the significant street patches within 147th Lane required for water and sewer connections as part of the development.

The estimated costs below include 14-percent indirect costs for administrative, engineering, finance, and legal costs.

● Base Street project costs	\$1,452,946.74
● Alt Bid Street project costs	\$93,264.28
o Basalt Street	
● Base Stormwater project costs	\$146,068.20
● Base Sanitary Sewer project costs	\$6,156.00
● Alt Bid Sanitary Sewer project costs	\$570.00
o Basalt Street	
● Total Project Costs	\$1,699,005.22

Recommendation:

On April 16, 2024, the Ramsey Public Works Committee reviewed the improvement project and recommended City Council approval of plans and specifications and authorization to advertise for bids.

Staff recommends adopting Resolution #24-110 approving plans and specifications and authorizing advertisement for bids for 2024 Neighborhood Pavement Overlay Improvements, Improvement Project #24-07.

Action:

Adopt Resolution #24-110 approving plans and specifications and authorizing advertisement for bids for 2024 Neighborhood Pavement Overlay Improvements, Improvement Project #24-07.

Attachments

Res 24-110

24-07 Street Summary

24-07 Title Sheet

24-07 Typical Sections

Form Review

Inbox

Bruce Westby

Brian Hagen

Form Started By: Joe Feriancek

Final Approval Date: 04/18/2024

Reviewed By

Bruce Westby

Brian Hagen

Date

04/18/2024 12:38 PM

04/18/2024 01:55 PM

Started On: 04/16/2024 08:59 AM

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

RESOLUTION #24-110

RESOLUTION APPROVING PLANS AND AUTHORIZING BIDDING FOR 2024 NEIGHBORHOOD PAVEMENT OVERLAY IMPROVEMENTS, IMPROVEMENT PROJECT #24-07

WHEREAS, the City of Ramsey proposes to overlay the pavement on numerous public street segments in 2024 as identified within the 2024 – 2033 Capital Improvement Program; and

WHEREAS, pursuant to Ramsey City Council Resolution #23-281, adopted November 14, 2023, the City Council accepted and awarded the proposal to Bolton & Menk, Inc., for topographic survey of the pedestrian ramps within the project area; and

WHEREAS, pursuant to Ramsey City Council Resolution #23-299, adopted on November 14, 2023, the City Council ordered the City Engineer to prepare plans and specifications for 2024 Neighborhood Pavement Overlay Improvements, Improvement Project #24-07; and

WHEREAS, the City Engineer has prepared plans and specifications for the purpose of advertising for bids for 2024 Neighborhood Pavement Overlay Improvements, Improvement Project #24-07.

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 the City Engineer and authorizes advertisement for bids for said improvements as City Improvement Project #24-07, 2024 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 April, 2024.

Mayor

ATTEST:

City Clerk

IP 24-07
2024 Neighborhood Pavement Overlay Improvements
Street Segment Summary

Subdivision	Street	Segment Description	Length (feet)	Section (Urban / Rural)	Curb (Bit / Conc.)	2023 PASER	Year Built	Maint. 1	Maint. 2	Maint. 3	Maint. 4	Maint. 5	Avg HMA (inches)	Avg Agg. Base (inches)	Avg Section (inches)
Alpine Acres	153rd Lane	Sodium Street / Radium Street	296	Urban	Conc.	6	2004	SC 2009	SC 2016	CS 2023			3.5*	4.0*	7.5*
	Radium Street	153rd Lane / Sodium Street	745	Urban	Conc.	6	2004	SC 2009	SC 2016	CS 2023			3.5*	4.0*	7.5*
	Sodium Street	Alpine Drive / CR 57	1949	Urban	Conc.	6	2004	SC 2009	SC 2016	CS 2023			3.5*	4.0*	7.5*
<i>Alpine Acres Total</i>			<i>2990</i>	<i>0.57 mi.</i>											
Alpine Acres 2nd	153rd Lane	Sodium Street / Tungsten Street	317	Urban	Conc.	6	2004	SC 2009	SC 2016	CS 2023			3.5*	4.0*	7.5*
	Tungsten Street	153rd Lane / CDS south	484	Urban	Conc.	6	2004	SC 2009	SC 2016	CS 2023			4.3	5.1	9.4
	Tungsten Street	Sodium Street / Sodium Street	703	Urban	Conc.	6	2004	SC 2009	SC 2016	CS 2023			4.1	4.6	8.7
<i>Alpine Acres 2nd Total</i>			<i>1504</i>	<i>0.28 mi.</i>											
Bowers Mississippi Acres 1st, 2nd & 3rd	Bowers Drive	CDS south / 148th Avenue	5227	Urban / Rural	Bit	6	1982	SC 1996	OL 2004	SC 2009	SC 2016		3.6**	3.0**	6.6**
<i>Bowers Mississippi Acres 1st, 2nd & 3rd Total</i>			<i>5227</i>	<i>0.99 mi.</i>											
Gateway Industrial Park 2 & Ebony Addition	141st Avenue	Basalt Avenue / Azurite Street	481	Urban	Conc.	8	1991	SC 2003	SC 2017				4.1	1.8	5.9
	Azurite Street	Bunker Lake Boulevard / EOP south	507	Urban	Conc.	7	1991	SC 2003	SC 2012				4.5	0.0	4.5
	Basalt Street	Bunker Lake Boulevard / 141st Avenue	702	Urban	Conc.	7	2003	SC 2017					4.1	1.8	5.9
	Basalt Street	141st Avenue / EOP south	389	n/a	Gravel	0	n/a						n/a	n/a	n/a
	Ebony Street	141st Avenue / McKinley Street	492	Urban	Conc.	7	2007	SC 2018					5.0*	6.0*	11.0*
<i>Gateway Industrial Park 2 Total</i>			<i>2571</i>	<i>0.49 mi.</i>											
Orchard Hills Townhomes	152nd Lane	Cobalt Street / Barium Street	434	Urban	Conc.	6	2001	SC 2006	SC 2013	CS 2021			2.9	5.6	8.5
	Barium Street	152nd Lane / EOP south	199	Urban	Conc.	6	2001	SC 2006	SC 2013	CS 2021			2.6	6.0	8.6
	Cobalt Street	152nd Lane / EOP south	582	Urban	Conc.	6	2001	SC 2006	SC 2013	CS 2021			3.0	3.8	6.8
	Cobalt Street	Alpine Drive / 152nd Lane	367	Urban	Conc.	4	2001	SC 2006	SC 2013	CS 2021			3.0	3.8	6.8
<i>Orchard Hills Townhomes Total</i>			<i>1582</i>	<i>0.3 mi.</i>											
Seasons of Ramsey	147th Lane	147th Circle / Center Street	444	Urban	Conc.	7	2013						4.7	6.1	10.8
<i>Seasons of Ramsey Total</i>			<i>444</i>	<i>0.08 mi.</i>											
Section 27 Unplatted	141st Avenue	Basalt Street / Ebony Street	1194	Urban	Conc.	7	2001	SC 2006	SC 2018				4.5*	6.0*	10.5*
	Ebony Street	141st Avenue / 143rd Avenue	1291	Urban	Conc.	7	2001	SC 2006	SC 2018				3.5*	6.0*	9.5*
<i>Section 27 Unplatted Total</i>			<i>2485</i>	<i>0.47 mi.</i>											

* Per As-Built, GPR not available
**GPR poor GPS Reception

IP 24-07
2024 Neighborhood Pavement Overlay Improvements
Street Segment Summary

Subdivision	Street	Segment Description	Length (feet)	Section (Urban / Rural)	Curb (Bit / Conc.)	2023 PASER	Year Built	Maint. 1	Maint. 2	Maint. 3	Maint. 4	Maint. 5	Avg HMA (inches)	Avg Agg. Base (inches)	Avg Section (inches)
Town Center Gardens	147th Lane	Rhinestone Street / Ramsey Boulevard	1509	Urban	Conc.	6	2004	SC 2010	CS 2021				3.5*	4.0*	7.5*
	147th Terrace	147th Lane / Olivine Street	594	Urban	Conc.	6	2004	SC 2010	CS 2021				3.5*	4.0*	7.5*
	Olivine Street	147th Terrace / 147th Lane	241	Urban	Conc.	6	2004	SC 2010	CS 2021				3.5*	4.0*	7.5*
	Periodot Street	147th Terrace / Well House	113	Urban	Conc.	6	2004	SC 2010	CS 2021				3.5*	4.0*	7.5*
	Rhinestone Street	Bunker Lake Boulevard / 147th Lane	275	Urban	Conc.	5	2004	SC 2010	CS 2021				3.5*	4.0*	7.5*
<i>Town Center Gardens Total</i>			<i>2732</i>	<i>0.52 mi.</i>											
Town Center Gardens 2nd	Olivine Street	147th Lane / EOP north	330	Urban	Conc.	7	2004	SC 2010	CS 2021				3.5*	4.0*	7.5*
	Periodot Street	147th Lane / 148th Lane	363	Urban	Conc.	7	2004	SC 2010	CS 2021				3.5*	4.0*	7.5*
<i>Town Center Gardens 2nd Total</i>			<i>693</i>	<i>0.13 mi.</i>											
Town Center Gardens 3rd	147th Lane	147th Circle / 147th Circle	654	Urban	Conc.	7	2005	SC 2010	CS 2021				3.5*	4.0*	7.5*
	147th Lane	147th Circle / Rhinestone Street	263	Urban	Conc.	7	2005	SC 2010	CS 2021				3.5*	4.0*	7.5*
	148th Lane	Peridot Street / Olivine Street	542	Urban	Conc.	7	2005	SC 2010	CS 2021				3.5*	4.0*	7.5*
	Olivine Street	148th Lane / 149th Avenue	582	Urban	Conc.	7	2005	SC 2010	CS 2021				3.5*	4.0*	7.5*
	Periodot Street	148th Lane / 149th Avenue	551	Urban	Conc.	7	2005	SC 2010	CS 2021				3.5*	4.0*	7.5*
<i>Town Center Gardens 3rd Total</i>			<i>2592</i>	<i>0.49 mi.</i>											
2024 Neighborhood Pavement Overlay Total			22820	4.32 mi.											

* Per As-Built, GPR not available
**GPR poor GPS Reception

CITY OF RAMSEY

NEIGHBORHOOD OVERLAY IMPROVEMENTS

CITY IMPROVEMENT PROJECT NO. 24-07

GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ORDINANCES SHALL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

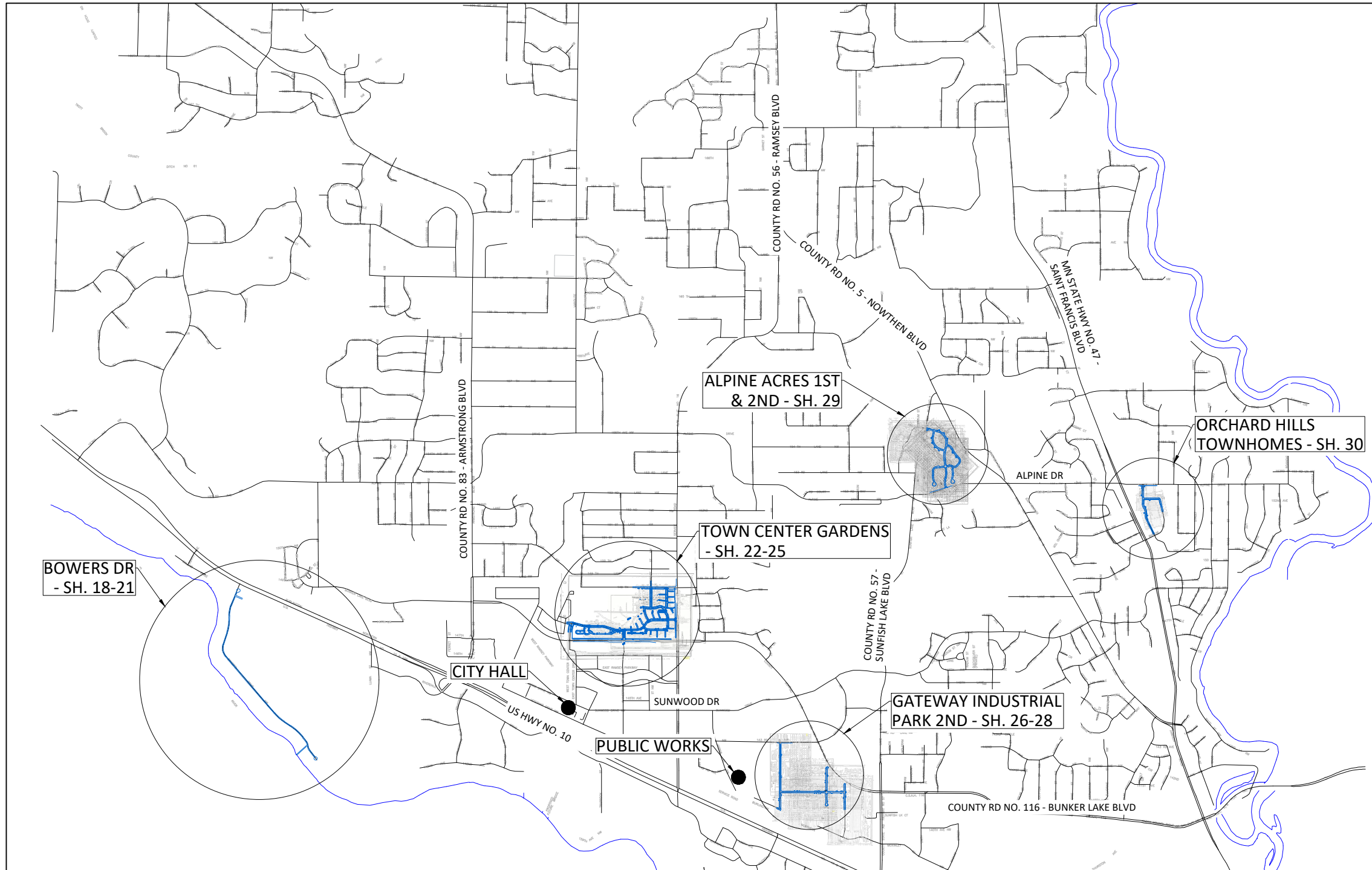
SHEET INDEX

THIS PLAN CONTAINS 31 SHEETS

SHEET No.	DESCRIPTION
01	TITLE SHEET
02	STATEMENT OF ESTIMATED QUANTITIES
03-04	CITY DETAILS
05	STORM SEWER DETAILS
06	TYPICAL SECTION
07-11	PED RAMP DETAILS
12-17	MNDOT PED RAMP DETAILS
18-21	MILL AND OVERLAY BOWERS DR
22-25	MILL AND OVERLAY TOWN CENTER GARDENS
26-27	MILL AND OVERLAY GATEWAY INDUSTRIAL PARK 2ND
28	MILL AND OVERLAY GATEWAY INDUSTRIAL PARK ALTERNATE
29	MILL AND OVERLAY ALPINE ACRES 1ST & 2ND
30	MILL AND OVERLAY ORCHARD HILLS TOWNHOMES
31	ALTERNATE CROSS SECTIONS

LEGEND

	SANITARY MANHOLE		EASEMENT - DRAINAGE & UTILITY
	STORM SEWER MANHOLE		SECTION LINE
	CATCH BASIN MANHOLE		LOT LINE
	CATCH BASIN		ELECTRIC LINE
	CULVERT END SECTION		ELECTRIC LINE - BURIED
	HYDRANT		ELECTRIC LINE - OVERHEAD
	VALVE		GAS LINE
	TREE - CONIFEROUS		TELECOMMUNICATION LINE
	TREE - DECIDUOUS		TELECOMM - OVERHEAD
	SHRUB		FIBER OPTIC LINE
	LIGHT POLE		TREE LINE
	SIGN		LANDSCAPE
	MAILBOX		RETAINING WALL
	PEDESTAL - TELECOM		TREE SAVE FENCE
	PEDESTAL - ELECTRIC		SILT FENCE
	HAND HOLE		WATERMAIN
	DRIVE - BITUMINOUS		SANITARY SEWER
	DRIVE - CONCRETE		STORM SEWER
	DRIVE - GRAVEL		DRAIN TILE
	CONCRETE WALK		LANDSCAPE - ROCK
	BITUMINOUS TRAIL		LANDSCAPE - MULCH
	SODDING TYPE LAWN		LANDSCAPE - RIP RAP
	MILL & OVERLAY BITUMINOUS PAVEMENT		
	FULL-DEPTH BITUMINOUS PAVEMENT		
	REMOVE & REPLACE VALLEY GUTTER		
	VALLEY GUTTER		
	REMOVE CONCRETE WALK		
	REMOVE BITUMINOUS TRAIL		
	REMOVE & REPLACE CONCRETE CURB & GUTTER		
	CONCRETE CURB & GUTTER		
	SAWCUT FULL DEPTH		



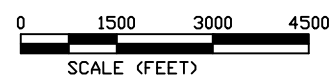
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

JOE FERIANCEK, P.E.
ASSISTANT CITY ENGINEER

57095 DATE 04/09/24
LIC. NO.

DATE	REVISION

SHEET 01 OF 31 SHEETS



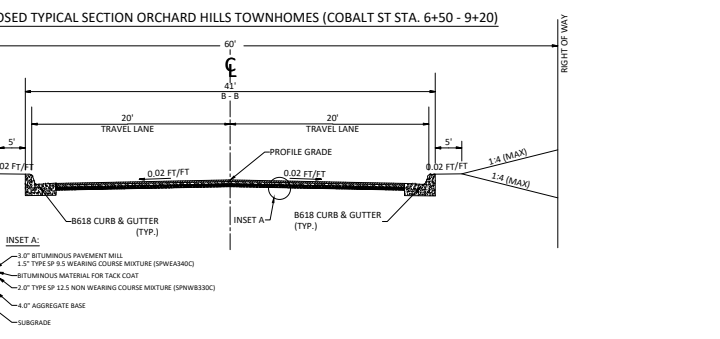
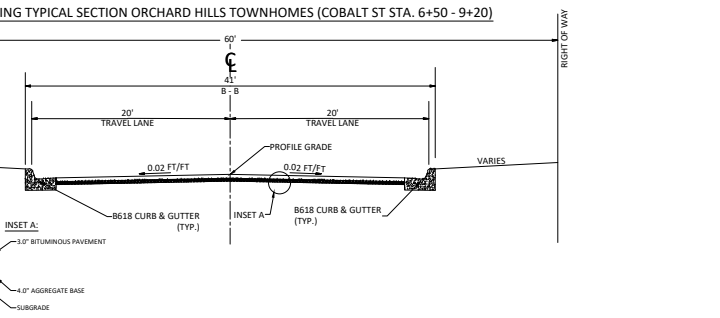
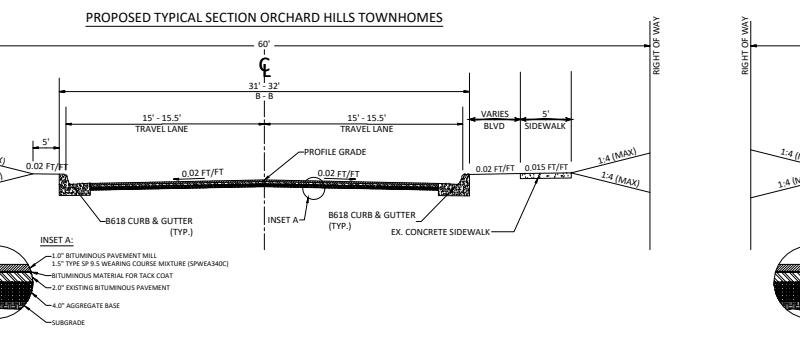
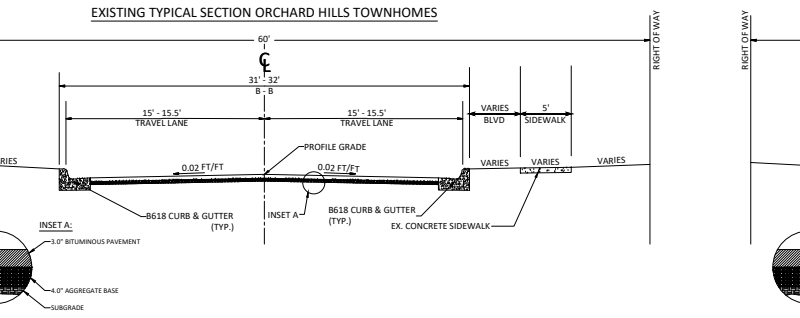
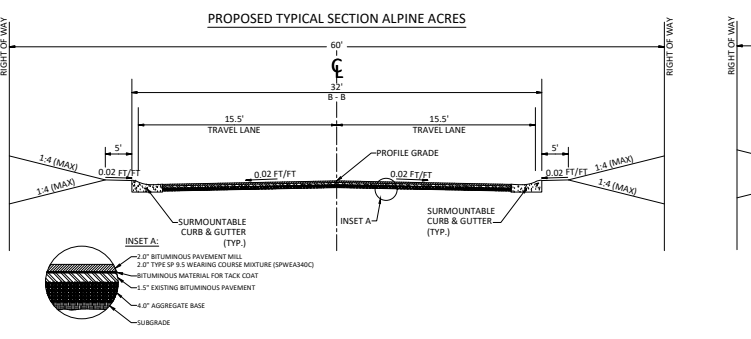
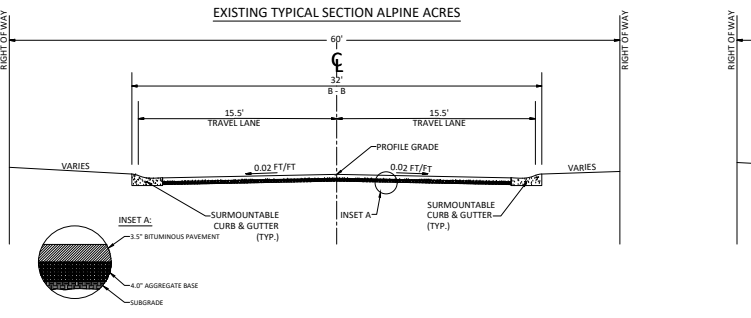
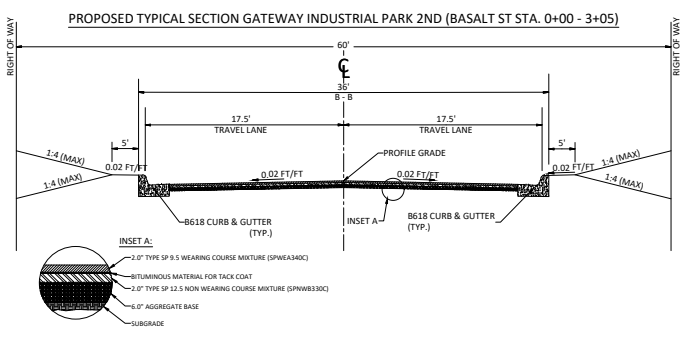
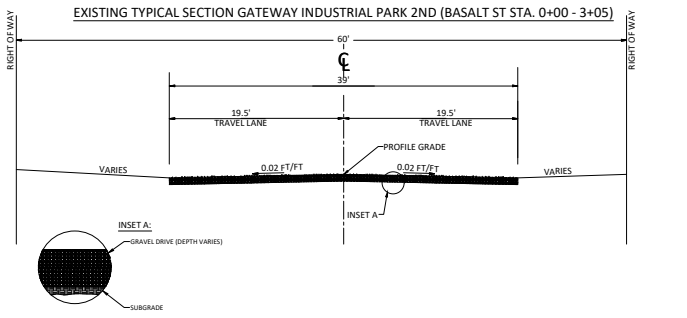
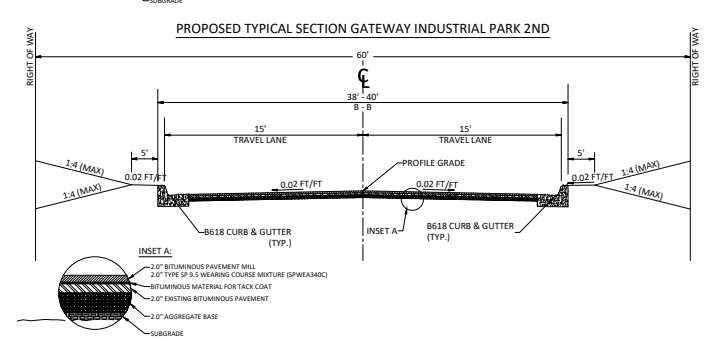
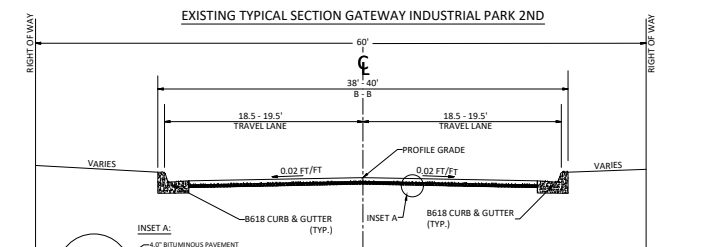
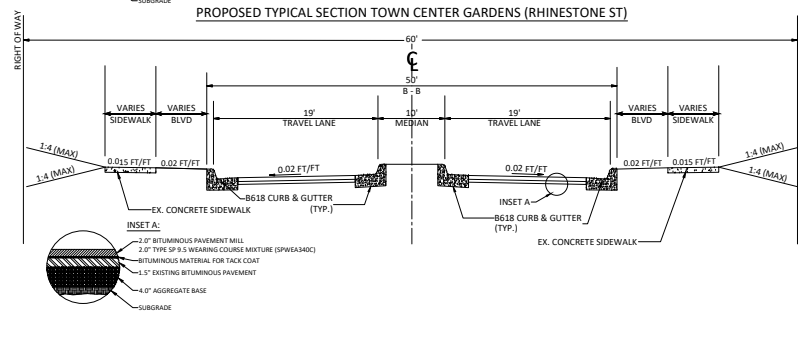
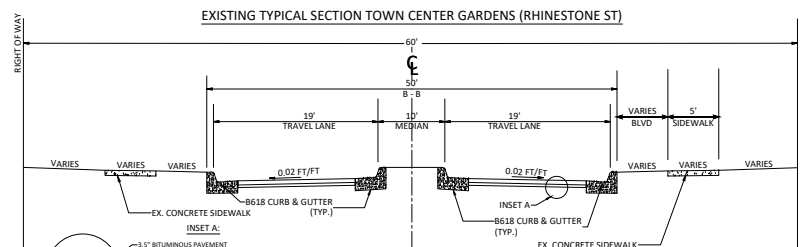
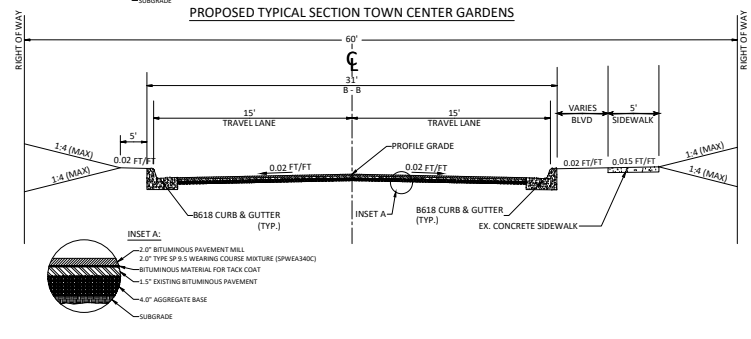
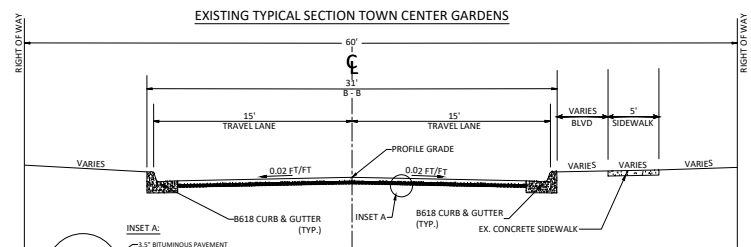
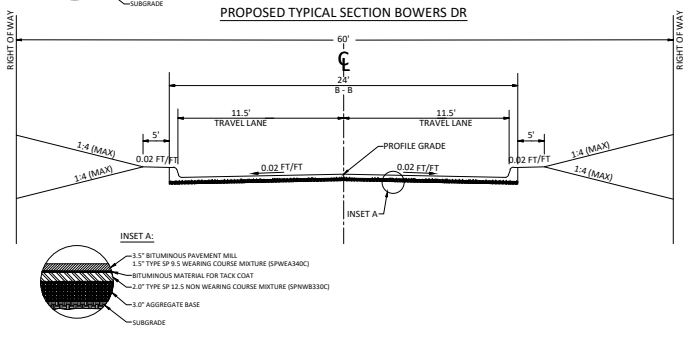
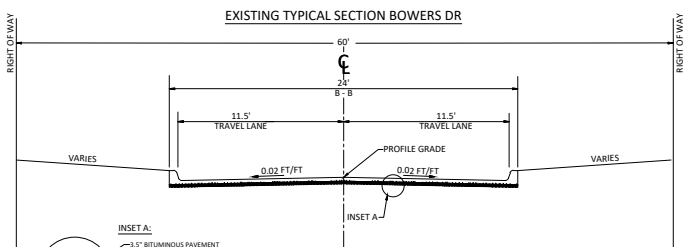
CITY OF RAMSEY
7550 SUNWOOD DRIVE
RAMSEY, MN 55303
(763) 427-1410 FAX (763) 433-9898

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL 1-800-252-1166 OR 651-454-0002



Call before you dig
811
651 454-0002 Metro
800 252-1166 Outstate
www.gopherstateonecall.org



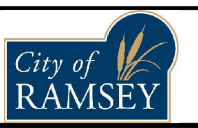
DATE	REVISION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

JOE FERIANCEK
Date 04/09/24 Lic. No. 57095

DESIGNED BY: LWC
DRAWN BY: LWC
CHECKED BY: JIF

DATE: 04/09/24
FILE: 24-07



CITY OF RAMSEY
7550 SUNWOOD DRIVE
RAMSEY, MN 55303
(763) 427-1410 FAX (763) 433-9898

TYPICAL SECTION

NEIGHBORHOOD OVERLAY IMPROVEMENTS
NO. 24-07
CITY OF RAMSEY, MINNESOTA

CC Regular Session**Meeting Date:** 04/23/2024**Primary Strategic Plan Initiative:** Address infrastructure needs.**Information****Title**

Adopt Resolution #24-111 Approving Plans and Specifications and Authorizing Advertisement for Bids for 2024 Pavement Rejuvenation Improvements, Improvement Project #24-09

Purpose/Background:**Purpose:**

The purpose of this case is to adopt Resolution #24-111 approving plans and specifications and authorizing advertisement for bids for 2024 Pavement Rejuvenation Improvements, Improvement Project #24-09.

Background:Rejuvenator Use History

In 2019, the City Council indefinitely suspended seal coat improvements due to observed issues of pavement striping under seal coat, which causes approximately the top inch of pavement to strip away from underlying pavement. These areas of striping originally show as small spots in the surface of the pavement, but quickly migrate across the pavement into large sections

In alignment with many other metro cities confronted with these same pavement issues, Staff feels pavement rejuvenators will provide the greatest overall benefit at the lowest cost. The City is proposing to use Reclamite, a maltene-based petroleum product with the ability to penetrate into asphalt pavement and restore reactive components (maltenes) which have been lost due to the nature process of oxidation.

Reclamite has been used nationally for more than 50 years and is proven to add 5 to 7 years of service life to pavements. The application is intended to be performed on pavements 5 years old or less, though several cities are completing pilot project applications on pavement sections older than 5 years. Staff will continue to monitor such applications and adjust future projects within the City of Ramsey based on observed results.

Future Considerations

Regional contractors have taken note of metro Cities moving away from seal coating and toward pavement rejuvenators, and as a result several newer products are becoming available in our region. The Minnesota Local Road Research Board (LRRB) along with MnROADs is one year into an evaluation of proprietary rejuvenators, including the most common used product in the metro area, Reclamite. Early results indicate Reclamite is performing well. Ideally, once the evaluation is complete, additionally reliable products will result in a competitive bidding market. Because of its proven track record, and the potential risks associated with using new products, Staff recommends continuing to use Reclamite on all street segments proposed to receive pavement rejuvenator.

2024 Proposed Rejuvenator Improvements

The City's current pavement maintenance schedule calls for public streets to receive pavement rejuvenator the second year following construction, reconstruction, and overlay improvements. However, while this is the typical maintenance schedule it is important to note that Staff reviews the condition of all streets annually and adjusts the schedule of maintenance operations based on actual pavement conditions. Additionally, in past years Staff has had to reduce the miles of street segments receiving pavement rejuvenation due to budget limitations.

A map of the proposed 2024 Pavement Rejuvenator Improvements is attached to this case. After revisions due to

overall pavement maintenance budgeting, the project includes a total of 12.43 miles of public street segments across 34 subdivisions. 6.00 miles of the street segments are proposed to receive the rejuvenation on the 2-year schedule, having bituminous wear course placed in 2022. The remaining 6.43 miles were previously passed over due to budget restraints, but are still in the window where treatment is cost-effective.

Final plans and specifications were prepared in-house as part of Staff's normal duties.

Preliminary Schedule Remaining

- Staff receives bids
 - May 20, 2024
- Council awards contract to the lowest responsible bidder
 - May 28, 2024
- Contractor begins construction
 - July 2024
- Final Completion
 - August 31, 2024

The proposed improvements are designated as City Improvement Project #24-09, 2024 Pavement Rejuvenation Improvements.

Notification:

If Council approves plans and specifications and authorizes advertisement for bids, bids will be advertised on Friday, April 26, and again on Friday, May 3, 2024 in the City's official newspaper, the Anoka Union Herald.

Additionally, letters will be mailed to property owners prior to the work being performed, notifying parking restrictions and lawn sprinkling restrictions associated with the proposed project.

Observations/Alternatives:

Observations:

Estimates are based off of final plans and an estimated cost per square yard per discussions with the Contractor.

Because the improvements are larger than past years, and the estimated costs are above the \$175,000 cap for requesting proposals. This project is required to be publicly bid, though since Corrective Asphalt Materials are the sole source provider for Reclamite in our region, we are anticipating only one bid on this project.

Alternatives:

Motion to adopt Resolution #24-111 approving plans and specifications and authorizing advertisement for bids for 2024 Pavement Rejuvenation Improvements, Improvement Project #24-09.

Funding Source:

The City budgeted \$575,000 for crack seal and pavement rejuvenator improvements in 2024. Municipal State Aid (MSA) street segments may be paid using MSA maintenance funds. Approximately 9-percent of the proposed project area is composed of MSA street segments. In addition, the City budgeted funds are proposed to be used for Improvement Project #24-54, 2024 Pavement Patching Contracted Services, which was authorized to advertise for bids at the April 9th City Council Meeting.

City Budgeted Funds	\$207,686.72
Municipal State Aid Funds	\$36,570.84
Total Project Costs	\$244,257.56

City Staff proposes to administer and inspect construction in-house, as part of their normal duties.

Recommendation:

On April 16, 2024, the Ramsey Public Works Committee reviewed the improvement project and recommended City Council approval of plans and specifications and authorization to advertise for bids.

Staff recommends adopting Resolution #24-111 approving plans and specifications and authorizing advertisement for bids for 2024 Pavement Rejuvenation Improvements, Improvement Project #24-09.

Action:

Adopt Resolution #24-111 approving plans and specifications and authorizing advertisement for bids for 2024 Pavement Rejuvenation Improvements, Improvement Project #24-09.

Attachments

Res 24-111

24-09 Project Map

24-09 Street Summary

Form Review

Inbox

Bruce Westby

Brian Hagen

Form Started By: Joe Feriancek

Final Approval Date: 04/18/2024

Reviewed By

Bruce Westby

Brian Hagen

Date

04/18/2024 12:39 PM

04/18/2024 01:57 PM

Started On: 04/16/2024 09:01 AM

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

RESOLUTION #24-111

RESOLUTION APPROVING PLANS AND AUTHORIZING BIDDING FOR 2024 PAVEMENT REJUVENATION IMPROVEMENTS, IMPROVEMENT PROJECT #24-09

WHEREAS, the City of Ramsey can most cost-effectively maximize the life of the bituminous pavement on public streets by applying pavement rejuvenators; and

WHEREAS, the City of Ramsey adopted budget for 2024 includes \$575,000.00 for street maintenance contracted services, including to apply pavement rejuvenator on numerous public street segments in support of the City’s Pavement Management Program; and

WHEREAS, pursuant to Ramsey City Council Resolution #24-013, adopted January 9, 2024 the City Council ordered the City Engineer to prepare plans and specifications for 2024 Pavement Rejuvenation, Improvement Project #24-09, and

WHEREAS, the City Engineer has prepared plans and specifications for the purpose of advertising for bids for 2024 Pavement Rejuvenation Improvements, Improvement Project #24-09.

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 plans and specifications prepared by the City Engineer and authorizes advertisement for bids for said improvements as City Improvement Project #24-09, 2024 Pavement Rejuvenation 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:

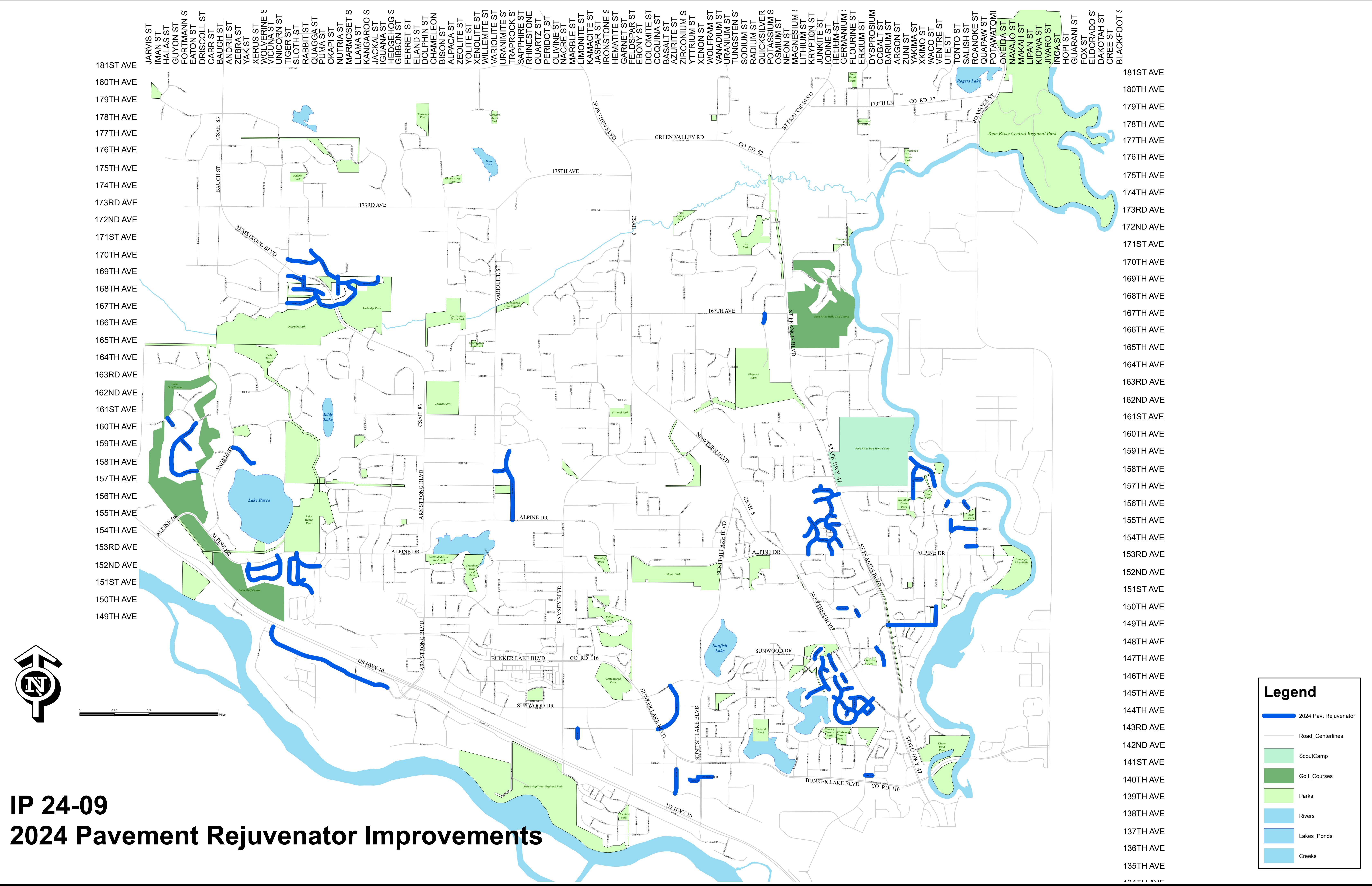
and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of April, 2024.

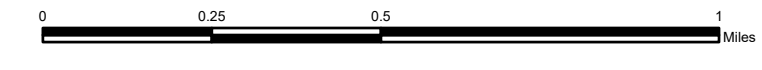
Mayor

ATTEST:

City Clerk



IP 24-09 2024 Pavement Rejuvenator Improvements



Legend

- 2024 Pavt Rejuvenator
- Road_Centerlines
- ScoutCamp
- Golf_Courses
- Parks
- Rivers
- Lakes_Ponds
- Creeks

181ST AVE
180TH AVE
179TH AVE
178TH AVE
177TH AVE
176TH AVE
175TH AVE
174TH AVE
173RD AVE
172ND AVE
171ST AVE
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153RD AVE
152ND AVE
151ST AVE
150TH AVE
149TH AVE

JARVIS ST
IMAN ST
HALAS ST
GUYON ST
FORTMANN S
EATON ST
DRISCOLL ST
CARR ST
BAUGH ST
ANDRIE ST
ZEBRA ST
YAK ST
XERUS ST
WOLVERINE S
VICUNAS ST
UNICORN ST
TIGER ST
RABBIT ST
QUAGGA ST
PUMA ST
OKAPI ST
NUTRIA ST
MARMOSET S
LLAMA ST
KANGAROO S
JACKAL ST
IGUANA ST
HEDGEHOG S
GIBBON ST
FERRET ST
ELAND ST
DOLPHIN ST
CHAMELEON
BISON ST
ALPACA ST
ZEOLITE ST
YOLITE ST
XENOLITE ST
WILLEMITE ST
VARIOLITE ST
URANIMITE S
TRAPROCK S
SAPPHIRE ST
RHINESTONE
QUARTZ ST
PERIDOT ST
OLIVINE ST
NACRE ST
MARBLE ST
LIMONITE ST
KAMACITE ST
JASPAR ST
IRONSTONES
HEMATITE ST
GARNET ST
FELDSPAR ST
EBONY ST
DOLomite ST
COQUINA ST
BASALT ST
AZURITE ST
ZIRCONIUM S
YTRITIUM ST
XENON ST
WOLFRAM ST
VANADIUM ST
URANIUM ST
TUNGSTEN S
SODIUM ST
RADIUM ST
QUICKSILVER
POTASSIUM S
OSMIUM ST
NEON ST
MAGNESIUM S
LITHIUM ST
KRYPTON ST
JUNKITE ST
IODINE ST
HELIUM ST
GERMANIUM S
FLOURINE ST
ERKRIUM ST
DYSPROSIUM
COBALT ST
BARIUM ST
ARGON ST
ZUNI ST
YAKIMA ST
XKIMO ST
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VENTRE ST
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TONGO ST
SALISH ST
ROANOKE ST
QUAPAW ST
POTAWATOMI
ONEIDA ST
NAVAJO ST
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DAKOTAH ST
CREE ST
BLACKFOOT S

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136TH AVE
135TH AVE
142TH AVE

**MATERIALS ESTIMATE
CITY OF RAMSEY
2024 PAVEMENT REJUVENATOR IMPROVEMENTS
UPDATED 4/2/2024**

SUBDIVISION	STREET	SEGMENT DESCRIPTION	CONC. C&G (YES/NO)	LENGTH (MILES)	LENGTH (FEET)	AREA (SF)	AREA (SY)	CUL-DE- SAC AREA (SF)	CUL-DE- SAC AREA (SY)	TOTAL AREA (SY)	CONSTR. YEAR	OVERLAY YEAR	RECON. YEAR	
AUTUMN HEIGHTS	167TH LANE	ARMSTRONG BLVD / 168TH LN	NO	0.27	1425	34655	3850.6	0	0.0	3850.6			2022	
	167TH LANE	PUMA ST / ARMSTRONG BLVD	NO	0.17	906	23785	2642.8	0	0.0	2642.8			2022	
	167TH LANE	W EOP / PUMA ST	NO	0.23	1196	29441	3271.2	0	0.0	3271.2			2022	
	168TH AVENUE	PUMA ST / CDS	NO	0.06	326	4900	544.4	7840	871.1	1415.6			2022	
	168TH AVENUE	RABBIT ST / CDS	NO	0.07	393	6499	722.1	8151	905.7	1627.8			2022	
	168TH AVENUE	RABBIT ST / PUMA ST	NO	0.09	457	10954	1217.1	0	0.0	1217.1			2022	
	168TH LANE	167TH LN / N EOP	NO	0.26	1375	30131	3347.9	5336	592.9	3940.8			2022	
	168TH LANE	NUTRIA ST / 167TH LN	NO	0.07	348	8731	970.1	0	0.0	970.1			2022	
	169TH AVENUE	W EOP / RABBIT ST	NO	0.12	646	16907	1878.6	0	0.0	1878.6			2022	
	NUTRIA STREET	168TH LN / CDS	NO	0.08	397	6639	737.7	7235	803.9	1541.6			2022	
	NUTRIA STREET	N EOP / 168TH LN	NO	0.04	227	5399	599.9	0	0.0	599.9			2022	
	PUMA STREET	167TH LN / 168TH AVE	NO	0.04	204	5637	626.3	0	0.0	626.3			2022	
	RABBIT STREET	168TH AVE / ARMSTRONG BLVD	NO	0.09	468	12027	1336.3	0	0.0	1336.3			2022	
			AUTUMN HEIGHTS TOTAL		1.58	8368	195705	21745	28562	3173.555556	24918.55556			
BIRCH HILL LODGES	COBALT STREET	SUNWOOD DR / S EOP	YES	0.14	763	20228	2247.6	0	0.0	2247.6		2021		
		BIRCH HILL LODGES TOTAL		0.14	763	20228	2247.6	0	0.0	2247.6				
FERRUM 1ST & 2ND	AZURITE STREET	McKINLEY ST / 141ST AVE	YES	0.17	909	30462	3384.7	0	0.0	3384.7		2021		
		FERRUM 1ST & 2ND TOTAL		0.17	909	30462	3384.7	0	0.0	3384.7				
GATEWAY INDUSTRIAL PARK	LIMONITE STREET	143RD AVE / 280' NORTH OF 142ND AVE	YES	0.07	386	14166	1574.0	0	0.0	1574.0		2021		
		GATEWAY INDUSTRIAL PARK TOTAL		0.07	386	14166	1574.0	0	0.0	1574.0				
MALLARD PONDS	140TH AVENUE	DYSPROSIUM ST / CDS	YES	0.05	285	5068	563.1	6295	699.4	1262.6		2021		
		MALLARD PONDS TOTAL		0.05	285	5068	563.1	6295	699.4	1262.6				
MSA - RIVERDALE DRIVE	RIVERDALE DRIVE	TH 10 / W PC ARMSTRONG INTERCHANGE	YES	1.00	5260	192867	21429.7	0	0.0	21429.7			2022	
		MSA - RIVERDALE DRIVE TOTAL		1.00	5260	192867	21429.7	0	0.0	21429.7				
MSA - SUNWOOD DRIVE	SUNWOOD DRIVE	TH 47 / WACO STREET	YES	0.33	1734	72407	8045.2	0	0.0	8045.2			2022	
		MSA - SUNWOOD DRIVE TOTAL		0.33	1734	72407	8045.2	0	0.0	8045.2				
MSA - WACO STREET	WACO STREET	SUNWOOD DR / 150TH AVE	YES	0.15	815	33942	3771.3	0	0.0	3771.3			2022	
		MSA - WACO STREET TOTAL		0.15	815	33942	3771.3	0	0.0	3771.3				
NORTHFORK ITASCA POINT	159TH LANE	ANDRIE ST / CDS	NO	0.20	1038	27193	3021.4	7871	874.6	3896.0		2021		
		NORTHFORK ITASCA POINT TOTAL		0.20	1038	27193	3021.4	7871	874.6	3896.0				
NORTHFORK ST. ANDREWS	INVERNESS COURT	INVERNESS LN / CDS	NO	0.06	307	5994	666.0	7738	859.8	1525.8		2021		
		ST. ANDREWS COURT	ST. ANDREWS LN / CDS	NO	0.10	528	12371	1374.6	7891	876.8	2251.3		2021	
		ST. ANDREWS LANE	INVERNESS LN / ST. ANDREWS CRT	NO	0.15	804	23296	2588.4	0	0.0	2588.4		2021	
		ST. ANDREWS LANE	ST. ANDREWS CRT / SE EOP	NO	0.47	2458	71265	7918.3	0	0.0	7918.3		2021	
		NORTHFORK ST. ANDREWS TOTAL		0.78	4097	112926	12547.3	15629	1736.6	14283.9				
OAKRIDGE INDUSTRIAL PARK	SUNFISH LAKE COURT	CR 57 / E. CDS	YES	0.07	356	10037	1115.2	6551	727.9	1843.1		2021		
		SUNFISH LAKE COURT TOTAL		0.07	356	10037	1115.2	6551	727.9	1843.1				
PRESERVE AT NORTHFORK	151ST LANE	VICUNA ST / WOLVERINE ST	YES	0.19	1014	25684	2853.8	0	0.0	2853.8	2020			
		WOLVERINE STREET	151ST LN / 152ND LN	YES	0.10	521	13199	1466.6	0	0.0	1466.6	2020		
		WOLVERINE STREET	ALPINE DR / 152ND LN	YES	0.03	173	4605	511.7	0	0.0	511.7	2020		
		PRESERVE AT NORTHFORK TOTAL		0.32	1708	43488	4832.0	0	0.0	4832.0				

SUBDIVISION	STREET	SEGMENT DESCRIPTION	CONC. C&G (YES/NO)	LENGTH (MILES)	LENGTH (FEET)	AREA (SF)	AREA (SY)	CUL-DE-SAC AREA (SF)	CUL-DE-SAC AREA (SY)	TOTAL AREA (SY)	CONSTR. YEAR	OVERLAY YEAR	RECON. YEAR
PRESERVE AT NORTHFORK 2ND	152ND LANE	VICUNA ST / WOLVERINE ST	YES	0.24	1276	32830	3647.8	0	0.0	3647.8	2021		
	VICUNA STREET	151ST LN / 152ND LN	YES	0.13	668	16913	1879.2	0	0.0	1879.2	2021		
	VICUNA STREET	152ND LN / ALPINE DR	YES	0.04	214	5644	627.1	0	0.0	627.1	2021		
	PRESERVE AT NORTHFORK 2ND TOTAL				0.41	2158	55387	6154.1	0	0.0	6154.1		
RABBIT RUN	QUICKSILVER STREET	167TH AVE / CDS	NO	0.06	324	7183	798.1	8402	933.6	1731.7		2021	
	RABBIT RUN TOTAL				0.06	324	7183	798.1	8402	933.6	1731.7		
RAMSEY MEADOWS 2ND	150TH LANE	W. EOP / CDS	YES	0.06	310	5430	603.3	6349	705.4	1308.8		2021	
	FLUORINE STREET	149TH LN / CDS	YES	0.04	206	2745	305.0	6276	697.3	1002.3		2021	
	RAMSEY MEADOWS 2ND TOTAL				0.10	516	8175	908.3	12625	1402.8	2311.1		
REILLEY ESTATES	SALISH STREET	JUNIPER RIDGE DR / CDS	NO	0.05	267	4322	480.2	8980	997.8	1478.0		2021	
	WACO STREET	S EOP / JUNIPER RIDGE DR	NO	0.03	175	5611	623.4	0	0.0	623.4		2021	
	REILLEY ESTATES TOTAL				0.08	442	9933	1103.7	8980	997.8	2101.4		
REILLEY ESTATES 2ND	JUNIPER RIDGE DRIVE	CDS / E EOP	NO	0.28	1487	42437	4715.2	7769	863.2	5578.4		2021	
	YAKIMA STREET	SW EOP / JUNIPER RIDGE DR	NO	0.03	171	5464	607.1	0	0.0	607.1		2021	
	REILLEY ESTATES 2ND TOTAL				0.31	1658	47901	5322.3	7769	863.2	6185.6		
REILLEY ESTATES 3RD	157TH LANE	YAKIMA ST / CDS	NO	0.05	287	5402	600.2	7769	863.2	1463.4		2021	
	YAKIMA STREET	S EOP / N EOP	NO	0.21	1109	34737	3859.7	0	0.0	3859.7		2021	
	REILLEY ESTATES 3RD TOTAL				0.26	1396	40139	4459.9	7769	863.2	5323.1		
RIVERSTONE 4TH	151ST AVENUE	QUINTANA ST / CDS	YES	0.04	217	2248	249.8	8042	893.6	1143.3	2020		
	152ND AVENUE	PUMA ST / W EOP	YES	0.07	360	8966	996.2	0	0.0	996.2	2020		
	QUINTANA STREET	RABBIT ST / 151ST AVE	YES	0.12	637	16806	1867.3	0	0.0	1867.3	2020		
	SNOWY OWL STREET	151ST AVE / N EOP	YES	0.09	449	10916	1212.9	0	0.0	1212.9	2020		
	RIVERSTONE 4TH TOTAL				0.31	1663	38936	4326.2	8042	893.6	5219.8		
RIVERSTONE 5TH	151ST AVENUE	SNOWY OWL ST / RABBIT ST	YES	0.08	416	10323	1147.0	0	0.0	1147.0	2021		
	152ND AVENUE	ALPINE DR / E EOP	YES	0.15	807	19648	2183.1	0	0.0	2183.1	2021		
	152ND LANE	152ND AVE / TIGER ST	YES	0.05	251	6322	702.4	0	0.0	702.4	2021		
	SNOWY OWL STREET	152ND AVE / S EOP	YES	0.07	373	9281	1031.2	0	0.0	1031.2	2021		
	TIGER STREET	151ST AVE / 152ND LN	YES	0.16	844	20533	2281.4	0	0.0	2281.4	2021		
RIVERSTONE 5TH TOTAL				0.51	2691	66107	7345.2	0	0.0	7345.2			
STANHOPE TERRACE	153RD COURT	ROANOKE ST / CDS	YES	0.07	356	5979	664.3	7936	881.8	1546.1			2018
	154TH AVENUE	UTE ST / ROANOKE ST	YES	0.18	958	24660	2740.0	0	0.0	2740.0			2018
	UTE STREET	154TH AVE / CDS	YES	0.07	391	6928	769.8	8612	956.9	1726.7			2018
	STANHOPE TERRACE TOTAL				0.32	1705	37567	4174.1	16548	1838.7	6012.8		
SUNFISH GATEWAY BUSINESS PARK	140TH COURT	CR 57 / CDS	YES	0.10	517	25022	2780.2	0	0.0	2780.2		2021	
	SUNFISH GATEWAY BUSINESS PARK TOTAL				0.10	517	25022	2780.2	0	0.0	2780.2		
SUNFISH LAKE BUSINESS PARK 2ND	AZURITE STREET	CR 116 / SUNWOOD DR	YES	0.38	2022	7674	852.7	0	0.0	852.7		2022	
	SUNFISH LAKE BUSINESS PARK 2ND TOTAL				0.38	2022	7674	852.7	0	0.0	852.7		
SUNFLOWER RIDGE	154TH AVENUE	IODINE ST / W EOP	YES	0.06	299	8279	919.9	0	0.0	919.9		2022	
	154TH LANE	IODINE ST / E EOP	YES	0.09	451	12837	1426.3	0	0.0	1426.3		2022	
	GERMANIUM STREET	IODINE ST / E EOP	YES	0.04	202	5809	645.4	0	0.0	645.4		2022	
	IODINE STREET	ALPINE DR / 155TH LN	YES	0.29	1557	43589	4843.2	0	0.0	4843.2		2022	
	SUNFLOWER RIDGE TOTAL				0.48	2509	70514	7834.9	0	0.0	7834.9		

SUBDIVISION	STREET	SEGMENT DESCRIPTION	CONC. C&G (YES/NO)	LENGTH (MILES)	LENGTH (FEET)	AREA (SF)	AREA (SY)	CUL-DE-SAC AREA (SF)	CUL-DE-SAC AREA (SY)	TOTAL AREA (SY)	CONSTR. YEAR	OVERLAY YEAR	RECON. YEAR
THE PONDS OF RAMSEY	144TH AVENUE	IODINE ST / CDS	YES	0.03	182	2032	225.8	6920	768.9	994.7		2022	
	144TH AVENUE	IODINE ST / FLUORINE ST	YES	0.14	713	19713	2190.3	0	0.0	2190.3		2022	
	144TH AVENUE	IODINE ST E. / FLUORINE ST	YES	0.04	192	5428	603.1	0	0.0	603.1		2022	
	144TH COURT	144TH AVE / CDS	YES	0.04	200	2472	274.7	6920	768.9	1043.6		2022	
	144TH WAY	IODINE ST N / IODINE ST S	YES	0.14	744	20770	2307.8	0	0.0	2307.8		2022	
	145TH AVENUE	FLUORINE ST / CDS	YES	0.04	204	2396	266.2	6933	770.3	1036.6		2022	
	145TH AVENUE	IODINE ST / FLUORINE ST	YES	0.11	603	16688	1854.2	0	0.0	1854.2		2022	
	FLUORINE STREET	145TH AVE / 144TH AVE	YES	0.09	457	12900	1433.3	0	0.0	1433.3		2022	
	IODINE STREET	144TH AVE W / W EOP	YES	0.06	304	8303	922.6	0	0.0	922.6		2022	
	IODINE STREET	144TH AVE E / 144TH AVE W	YES	0.33	1768	48328	5369.8	0	0.0	5369.8		2022	
	IODINE STREET	145TH AVE / 144TH WAY	YES	0.05	254	6941	771.2	0	0.0	771.2		2022	
	IODINE STREET	CSAH 5 / 145TH AVE	YES	0.04	200	6985	776.1	0	0.0	776.1		2022	
	IODINE STREET	144TH WAY S / 144TH WAY E	YES	0.06	319	8799	977.7	0	0.0	977.7		2022	
	THE PONDS OF RAMSEY TOTAL			1.16	6140	161755	17972.8	20773	2308.1	20280.9			
THE PONDS OF RAMSEY 2ND	145TH COURT	E EOP / CDS	YES	0.09	488	10155	1128.3	7266	807.3	1935.7			2022
	THE PONDS OF RAMSEY 2ND TOTAL			0.09	488	10155	1128.3	7266	807.3	1935.7			
TIGER MEADOWS	RABBIT STREET	170TH AVE / NUTRIA ST	YES	0.21	1126	31398	3488.7	0	0.0	3488.7		2022	
	RABBIT STREET	170TH AVE / N EOP	YES	0.06	317	6212	690.2	8843	982.6	1672.8		2022	
	170TH AVENUE	TIGER STREET / RABBIT ST	YES	0.23	1212	34005	3778.3	0	0.0	3778.3		2022	
	TIGER MEADOWS TOTAL			0.50	2655	71615	7957.2	8843	982.6	8939.8			
TRAPROCK COMMONS	158TH AVENUE	TRAPROCK ST / VARIOLITE ST	NO	0.08	444	13493	1499.2	0	0.0	1499.2		2021	
	TRAPROCK STREET	155TH AVE / 158TH AVE	NO	0.37	1975	59413	6601.4	0	0.0	6601.4		2021	
	TRAPROCK STREET	158TH AVE / CDS	NO	0.13	706	18248	2027.6	6083	675.9	2703.4		2021	
	TRAPROCK COMMONS TOTAL			0.59	3125	91154	10128.2	6083	675.9	10804.1			
WILDLIFE SANCTUARY 2ND	156TH LANE	IODINE ST / CDS	YES	0.10	530	10374	1152.7	9106	1011.8	2164.4		2021	
	156TH LANE	TH 47 / IODINE ST	YES	0.08	408	11521	1280.1	0	0.0	1280.1		2021	
	157TH AVENUE	156TH LN / KRYPTON ST	YES	0.11	569	15705	1745.0	0	0.0	1745.0		2021	
	157TH AVENUE	KRYPTON ST / CDS	YES	0.05	279	3473	385.9	9132	1014.7	1400.6		2021	
	IODINE COURT	IODINE ST / CDS	YES	0.04	189	2161	240.1	7788	865.3	1105.4		2021	
	IODINE STREET	156TH LN / S EOP	YES	0.18	944	26042	2893.6	0	0.0	2893.6		2021	
	WILDLIFE SANCTUARY 2ND TOTAL			0.55	2919	69276	7697.3	26026	2891.8	10589.1			
WILDLIFE SANCTUARY 3RD	154TH LANE	KRYPTON ST / E EOP	YES	0.04	210	5903	655.9	0	0.0	655.9		2021	
	155TH LANE	KRYPTON ST / IODINE ST	YES	0.10	506	14195	1577.2	0	0.0	1577.2		2021	
	155TH LANE	KRYPTON ST / W EOP	YES	0.10	522	14523	1613.7	0	0.0	1613.7		2021	
	KRYPTON STREET	155TH LN / CDS	YES	0.06	296	4731	525.7	8131	903.4	1429.1		2021	
	KRYPTON STREET	ALPINE DR / 155TH LN	YES	0.24	1267	34801	3866.8	0	0.0	3866.8		2021	
	WILDLIFE SANCTUARY 3RD TOTAL			0.53	2801	74153	8239.2	8131	903.4	9142.7			
WOOD POND HILLS 2ND	IODINE STREET	SUNWOOD DR / CDS	YES	0.11	581	12564	1396.0	6357	706.3	2102.3			2022
	WOOD POND HILLS 2ND TOTAL			0.11	581	12564	1396.0	6357	706.3	2102.3			
WOOD POND HILLS 3RD	146TH CIRCLE	JUNKITE ST / CDS	YES	0.04	201	2646	294.0	6655	739.4	1033.4			2022
	JUNKITE STREET	146TH CIR / 146TH AVE	YES	0.10	524	13811	1534.6	0	0.0	1534.6			2022
	JUNKITE STREET	SUNWOOD DR / 146TH CIR	YES	0.07	374	9895	1099.4	0	0.0	1099.4			2022
	KRYPTON COURT	SUNWOOD DR / CDS	YES	0.08	435	8828	980.9	6528	725.3	1706.2			2022
	WOOD POND HILLS 3RD TOTAL			0.29	1534	35180	3908.9	13183	1464.8	5373.7			
WOOD POND HILLS 4TH	145TH COURT	JUNKITE ST / W EOP	YES	0.07	357	9833	1092.6	0	0.0	1092.6			2022
	JUNKITE STREET	145TH CRT / 146TH AVE	YES	0.04	208	5558	617.6	0	0.0	617.6			2022
	JUNKITE STREET	145TH CRT / CDS	YES	0.03	178	1795	199.4	6605	733.9	933.3			2022
	WOOD POND HILLS 4TH TOTAL			0.14	743	17186	1909.6	6605	733.9	2643.4			

SUBDIVISION	STREET	SEGMENT DESCRIPTION	CONC. C&G (YES/NO)	LENGTH (MILES)	LENGTH (FEET)	AREA (SF)	AREA (SY)	CUL-DE- SAC AREA (SF)	CUL-DE- SAC AREA (SY)	TOTAL AREA (SY)	CONSTR. YEAR	OVERLAY YEAR	RECON. YEAR
WOOD POND HILLS 5TH	145TH CIRCLE	IODINE ST / CDS	YES	0.08	402	8373	930.3	6695	743.9	1674.2			2022
	HELIUM STREET	146TH AVE / CDS	YES	0.05	272	4567	507.4	6649	738.8	1246.2			2022
	IODINE STREET	145TH CIR / S EOP	YES	0.02	103	2789	309.9	0	0.0	309.9			2022
	IODINE STREET	146TH AVE / 145TH CIR	YES	0.10	545	15023	1669.2	0	0.0	1669.2			2022
			WOOD POND HILLS 5TH TOTAL		0.25	1322	30752	3416.9	13344	1482.7	4899.6		

LENGTH (MILES)	LENGTH (FEET)	AREA (SF)	AREA (SY)	CUL-DE- SAC AREA (SF)	CUL-DE- SAC AREA (SY)	TOTAL AREA (SY)
12.43	65,628	1,746,817	194,091	251,654	27,962	222,052

CC Regular Session**Meeting Date:** 04/23/2024**Primary Strategic Plan Initiative:** Improve the safety and mobility of transportation corridors.**Information****Title**

Adopt Resolution #24-112 Approving Plans and Specifications and Authorizing Advertisement for Bids for 2024 MSA Pavement Marking Improvements, Improvement Project #24-10

Purpose/Background:**Purpose:**

The purpose of this case is to adopt Resolution #24-112 approving plans and specifications and authorizing advertisement for bids for 2024 MSA Pavement Marking Improvements, Improvement Project #24-10.

Background:

The current 2024 – 2033 Capital Improvement Program (CIP) includes an annual MSA Pavement Marking Improvements project to perform pavement markings on a 5-year cycle, outside of reconstructions and pavement overlays.

Pavement markings are a critical component of driver and pedestrian safety, and are a required maintenance operation per MSA rules and standards.

A total of 2.94 miles of public street segments are proposed to receive pavement marking improvements in 2024. These street segments were selected based on age since last treatment and the next proposed trigger for a treatment (i.e. seasons until a street reconstruction or pavement overlay).

Preliminary Schedule Remaining

- Staff receives bids
 - May 20, 2024
- Council awards contract to the lowest responsible bidder
 - May 28, 2024
- Contractor begins construction
 - June / July 2024
- Final Completion
 - August 3, 2024

The overall project map and street segment summary is attached to this case for reference.

Notification:

If Council approves plans and specifications and authorizes advertisement for bids, bids will be advertised on Friday, April 26, and again on Friday, May 3, 2024 in the City's official newspaper, the Anoka Union Herald.

Additionally, letters will be mailed to property owners prior to the work being performed, notifying of parking restrictions associated with the proposed project.

Observations/Alternatives:

Alternatives:

Motion to adopt Resolution #24-112 approving plans and specifications and authorizing advertisement for bids for 2024 MSA Pavement Marking Improvements, Improvement Project #24-10.

Funding Source:

Funding for these services would come from Municipal State Aid Funds.

Staff has completed a detailed engineer’s estimate, with construction costs totaling \$61,353.75

Recommendation:

On April 16, 2024, the Ramsey Public Works Committee reviewed the improvement project and recommended City Council approval of plans and specifications and authorization to advertise for bids.

Staff recommends adopting Resolution #24-112 approving plans and specifications and authorizing advertisement for bids for 2024 MSA Pavement Marking Improvements, Improvement Project #24-10.

Action:

Adopt Resolution #24-112 approving plans and specifications and authorizing advertisement for bids for 2024 MSA Pavement Marking Improvements, Improvement Project #24-10.

Attachments

- 24-10 Overall Map
- 24-10 Street Summary
- Res 24-112

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	04/18/2024 12:49 PM
Brian Hagen	Brian Hagen	04/18/2024 01:57 PM
Form Started By: Joe Feriancek		Started On: 04/16/2024 09:02 AM
Final Approval Date: 04/18/2024		

IP 24-10 2024 MSA Pavement Marking Improvements Street Segment Summary			
Subdivision	Street	Segment Description	Length (miles)
MSA	166th Avenue / 167th Avenue	Quartz Street / CSAH 5	0.77
MSA	Rhinestone Street	Sunwood Drive / Ramsey Parkway	0.17
MSA	Riverdale Drive	Traprock Street / Ramsey Interchange	0.23
MSA	Sunwood Drive	CR 116 / CR 56	0.59
MSA	Sunwood Drive	Armstrong Boulevard / Zeolite Street	0.30
MSA	Sunwood Drive	Zeolite Street / Rhinestone Street	0.61
MSA	Sunwood Drive	Rhinestone Street / CR 56	0.27
2024 Pavement Marking Total Miles			2.94

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

RESOLUTION #24-112

RESOLUTION APPROVING PLANS AND AUTHORIZING BIDDING FOR 2024 MSA PAVEMENT MARKING IMPROVEMENTS, IMPROVEMENT PROJECT 24-10

WHEREAS, visible pavement marking is a critical component of driver and pedestrian safety and are a required maintenance operation per MSA rules and standards; and

WHEREAS, the 2024 – 2033 Capital Improvement Program includes an annual MSA Pavement Marking Improvements project to perform pavement markings on a 5-year cycle, outside of reconstructions and pavement overlays; and

WHEREAS, the City Engineer has prepared plans and specifications for the purpose of advertising for bids for 2024 MSA Pavement Marking Improvements, Improvement Project #24-10.

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 the City Engineer and authorizes advertisement for bids for said improvements as City Improvement Project #24-10, 2024 MSA Pavement Marking 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 April, 2024.

Mayor

ATTEST:

City Clerk

CC Regular Session

Meeting Date: 04/23/2024

Primary Strategic Plan Initiative: Address infrastructure needs.

Information

Title

Adopt Resolution #24-113 Accepting Proposals and Awarding Televising Contract for Improvement Project #24-05, MSA Xkimo Street Reconstruction and Improvement Project #24-07, 2024 Neighborhood Pavement Overlay Improvements

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #24-113 accepting proposals and awarding televising contract for Improvement Project #24-05, MSA Xkimo Street Reconstruction and Improvement Project #24-07, 2024 Neighborhood Pavement Overlay Improvements.

Background:

Testing of existing municipal utilities, which includes sanitary sewer, storm sewer, and watermain, is standard practice when designing street reconstruction projects. Newly paved streets in Ramsey are anticipated to have a 60-year life span, assuming proactive maintenance. Identifying damaged or failing municipal utilities under streets before they are reconstructed allows the required repair or replacement work to be completed as part of the street reconstruction project before the new pavement is placed, preventing costly pavement repairs after the fact.

Utilities testing consists of first cleaning the pipe with a water jetter, then using a camera to televise the inside of the sewer pipes (sanitary and storm). Sound enhancement equipment is used to listen for leaks in watermain between hydrants and valves. Staff does not have the equipment needed to complete this work in-house, Public Works Staff does not have the staff hours to clean the sewer pipes in advance of being televised.

Pipe Televising Proposals – Sanitary and Storm Sewer

Televising sewer pipes informs Staff of the conditions of the pipes, and locates existing damage, if present. This allows Staff to include the required repair or replacement work for any damaged pipes into the street reconstruction plans, which is more cost effective than doing repairs as standalone projects, or as change orders during the reconstruction project.

Staff requested proposals for additional televising necessary due to the addition of cul-de-sacs adjacent to Xkimo Street, not included in the initial televising area. Additionally, proposals for televising the storm sewer pipe under Bowers Drive. This is due to the addition of storm sewer improvements as part of the Bowers Drive overlay improvements. Proposals for each project were received from two (2) of the contractors, which are tabulated below.

Project	Hydro-Klean, LLC Proposal	Nelson Sanitation & Rental, Inc. Proposal
IP 24-05 MSA Xkimo Street Reconstruction	\$ 11,810.70	\$ 8,993.50
IP 24-07 2024 Neighborhood Pavement Overlay Improvements	\$11,341.65	\$10,195.00
<i>Project Totals</i>	<i>\$ 23,152.35</i>	<i>\$ 19,188.50</i>

Nelson Sanitation & Rental, Inc. submitted the lowest responsible proposals. Staff recommends accepting their proposals for both improvement projects.

The Contractor is required to complete their work within 30 working days of the notice to proceed issued by the City.

Notification:

No notifications are required with this case.

Observations/Alternatives:

Alternatives:

Motion to adopt Resolution #24-113 accepting proposals and awarding televising contract for Improvement Project #24-05, MSA Xkimo Street Reconstruction and Improvement Project #24-07, 2024 Neighborhood Pavement Overlay Improvements.

Funding Source:

Funding for this work is proposed to come from the respective utility enterprise (Sewer, Stormwater Utility) funds. If any utility repair or replacement work is required as a result of the testing, said work would be completed as part of the respective street project and would be funded through the respective utility funds.

Recommendation:

Staff recommends adopting Resolution #24-113 accepting proposals and awarding televising contract for Improvement Project #24-05, MSA Xkimo Street Reconstruction and Improvement Project #24-07, 2024 Neighborhood Pavement Overlay Improvements.

Action:

Adopt Resolution #24-113 accepting proposals and awarding televising contract for Improvement Project #24-05, MSA Xkimo Street Reconstruction and Improvement Project #24-07, 2024 Neighborhood Pavement Overlay Improvements.

Attachments

Res 24-113
Televising RFP

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	04/18/2024 12:56 PM
Brian Hagen	Brian Hagen	04/18/2024 01:57 PM
Form Started By: Joe Feriancek		Started On: 04/16/2024 09:04 AM
Final Approval Date: 04/18/2024		

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

RESOLUTION #24-113

RESOLUTION ACCEPTING PROPOSALS AND AWARDING TELEVISIONING CONTRACT FOR IMPROVEMENT PROJECT #24-05, MSA XKIMO STREET RECONSTRUCTION AND IMPROVEMENT PROJECT #24-07, 2024 NEIGHBORHOOD PAVEMENT OVERLAY IMPROVEMENTS

WHEREAS, the City of Ramsey proposes to reconstruct MSA Xkimo Street between Trunk Highway 47 and 142nd Avenue as well as proposes to overlay the pavement on numerous public street segments in 2024 as identified within the 2024 – 2033 Capital Improvement Programs; and

WHEREAS, televising of sanitary and storm sewers is required to accurately evaluate the condition of below ground municipal utilities; and

WHEREAS, request for proposals were submitted to six (6) firms for the purpose of obtaining quotes for completing the proposed cleaning and televising services; and

WHEREAS, the two (2) cleaning and televising proposals received is tabulated below; and

Project	Hydro-Klean, LLC Proposal	Nelson Sanitation & Rental, Inc. Proposal
IP 24-05 MSA Xkimo Street Reconstruction	\$11,810.70	\$8,993.50
IP 24-07 2024 Neighborhood Pavement Overlay – Bowers Drive Mill & Overlay	\$11,341.65	\$10,195.00

WHEREAS, the proposal of Nelson Sanitation & Rental, Inc. in the amount of \$19,188.50 for said services in accordance with the prepared proposal is the lowest responsible proposal and their proposal 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 Nelson Sanitation & Rental, Inc. for said cleaning and televising services for and on behalf of the City of Ramsey.

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

and the following voted against the same:

and the following abstained:

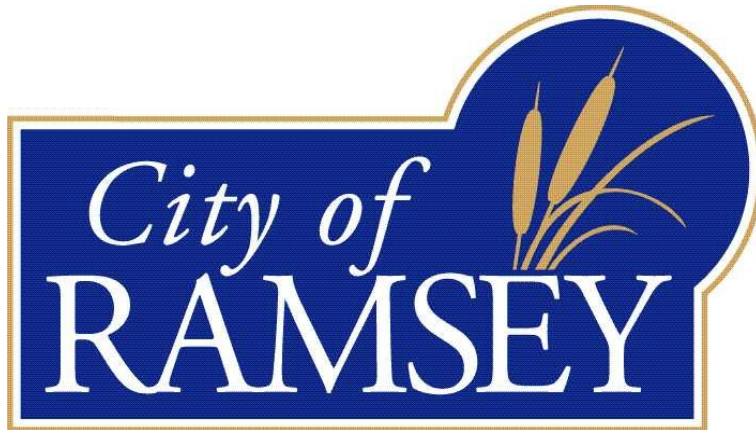
and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of April, 2024.

Mayor

ATTEST:

City Clerk



REQUEST FOR PROPOSAL
IP 24-05 Xkimo St MSA (TH47 to 142nd Ave) Street Reconstruction &
IP 24-07 2024 Neighborhood Overlay Improvements –
Bowers Drive Mill & Overlay
Clean & Televising Sanitary & Storm Sewer
City of Ramsey

ISSUE DATE

April 03, 2024

PROPOSAL MUST BE RECEIVED BY:

4:00 pm on Wednesday, April 17, 2023

DELIVER PROPOSAL TO:

City of Ramsey Municipal Center

7550 Sunwood Drive NW

Ramsey, MN 55303

Attn: Stacie Damjanovich

763-433-9835

Or email to

sdamjanovich@cityoframsey.com

INTRODUCTION: The City of Ramsey (City) is requesting proposals for the cleaning and televising and delivery of televising reports for IP 24-05 Xkimo St MSA (TH47 to 142nd Ave) Street Reconstruction as well as IP 24-07 2024 Neighborhood Overlay Improvements – Bowers Drive Mill & Overlay;

1. IP 24-05 MSA Xkimo Street Reconstruction
 - a. Xkimo Street between 142nd Ave and the cul-de-sac South of Blue Velvet Lane as well as 142nd Avenue between Xkimo Street & Waco Street.
 - b. Scope of work includes:
 - i. Clean & Televiser 1,210 lineal feet of storm sewer per attached exhibits
 - ii. Clean & Televiser 1,890 lineal feet of sanitary sewer per attached exhibits
 - iii. Properly dispose of any materials
 - iv. Provide the City with a video of the televised lines
 - v. Provide the City with a report of the televised lines, including descriptions of the pipe and any defects
2. IP 24-07 2024 Neighborhood Overlay Improvements - Bowers Drive Mill & Overlay
 - a. Bowers Drive between 148th Avenue & the end of the cul-de-sac at the south end of Bowers Drive.
 - b. Scope of work includes:
 - i. Clean & Televiser 2,020 lineal feet of storm sewer per attached exhibits
 - ii. Properly dispose of any materials
 - iii. Provide the City with a video of the televised lines
 - iv. Provide the City with a report of the televised lines, including descriptions of the pipe and any defects

Note: Sanitary sewer and storm sewer pipe sizes are shown on attached exhibits, but some pipe sizes may vary slightly.

SCHEDULE: A written schedule of the work shall be submitted identifying all work components and showing work start and completion dates required to comply with the schedule. The cleaning and televising of the sewer lines will be completed within 30 working days of the notice to proceed issued by the City. A notice to proceed for the work is anticipated to be issued by the City on or around April 23, 2024. If work is not initiated within 7 calendar days of this notice, the City reserves the right to cancel the quotation and award to the second lowest responsible quote.

PROPOSAL SUBMITTAL: An itemized quote shall be submitted for the proposed work using the form at the end of this Request for Proposal (RFP)

COMMUNICATION WITH THE CITY: If any requirements of this RFP are not clearly understood, the Contractor is responsible for contacting the City for further clarifications in a

prompt manner. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to the RFP.

SUBMISSION: A signed copy of the attached proposal form is requested by **4:00 p.m. Wednesday, April 17, 2024.** Deliver to the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey MN 55303 to the attention of Stacie Damjanovich, Engineering Administrative Assistant. E-mail proposals will be accepted and may be sent to sdamjanovich@cityoframsey.com.

REVIEW PROCESS: Proposals received by the RFP deadline will be reviewed by Engineering Staff. The City will award the project to the lowest proposal.

The City reserves the right to reject any or all proposals and to waive minor irregularities. The winning proposal(s) must be presented by the City Engineer and approved by the Ramsey City Council (Council meetings are on the 2nd and 4th Tuesdays of the month); once approved, an email will be sent out awarding the proposal to the qualified vendor, at which time a Certificate of Insurance will be required prior to scheduling work.

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

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

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

WORKING HOURS: The work shall be carried out during normal working hours so as not to cause any unreasonable nuisance to affected residents and businesses. Under emergency conditions, this limitation may be waived in writing by the Engineer in conjunction with qualified local authority. Normal working hours for this work are considered to be from 7:00 a.m. to 8:00 p.m., Monday through Friday.

WORK AND STAGGING AREAS: The Contractor shall confine their work activities within City-owned properties and right of way / easement. No equipment shall be left on City streets outside normal working hours.

SPECIFICATIONS: Work shall be conducted in conformance with the specifications set forth herein and in accordance with the latest edition of the Minnesota Department of Transportation

Standard Specifications for Construction which is incorporated by reference to these specifications.

PIPE CLEANING: The Contractor shall clean the pipe to a minimum of 95% capacity. Each run of pipe between structures, a minimum of 80% of the pipe invert must be visible.

TRAFFIC CONTROL: All traffic control devices and layouts shall conform and be installed in accordance to the latest addition of the Minnesota Temporary Traffic Control Field Manual.

PERMITS: The Contractor shall obtain all necessary construction permits.

PAYMENT: Invoices must be submitted to the City on a net 30-day basis, made out to the City of Ramsey Engineering Department including the project description, and must be submitted via email to accountspayable@cityoframsey.com. Payments may be made by EFT upon request, please submit EFT requests to accountspayable@cityoframsey.com. An IC 134 form will be required for final payment.

BASIS OF PAYMENT:

Mobilization – Payment shall be made on a lump sum basis for the mobilization of equipment.

Traffic Control – Payment shall be made on a lump sum basis as compensation for all equipment, material, and labor costs required for the installation and maintenance of traffic control measures (signage, barricades, flashers, flaggers, etc.), as directed by the Engineer, for any local traffic disruptions or temporary closures.

Clean and Televiser Sewer – Payment shall be made on a per lineal foot basis as compensation for all equipment, material, and labor costs required for cleaning, removal and disposal of material, description and video of the sewer lines.

Other Items – The cost of any additional equipment, labor, materials, tools and supplies which have not been specifically identified in this section for payment, but are required to complete the project per the plans and specifications shall be considered incidental to the project.

PROPOSAL

I/We agree to furnish all materials and labor for the project(s) described below:

IP 24-05 MSA XKIMO STREET SEWER TELEVISIONING

Item No.	Item Description	Unit	Quantity	Price	Extension
1.	Mobilization	LS	1	_____	_____
2.	Traffic Control	LS	1	_____	_____
3.	Clean and Televiser Sanitary Sewer Lines	LF	1,890	_____	_____
4.	Clean and Televiser Storm Sewer Lines	LF	1,210	_____	_____

MSA Xkimo Street Sewer Televisioning Total (Items 1-4) _____

IP 24-07 2024 NEIGHBORHOOD OVERLAY IMPROVEMENTS – BOWERS DRIVE MILL & OVERLAY

Item No.	Item Description	Unit	Quantity	Price	Extension
1.	Mobilization	LS	1	_____	_____
2.	Traffic Control	LS	1	_____	_____
3.	Clean and Televiser Storm Sewer Lines	LF	2,020	_____	_____

Bowers Drive Sewer Televisioning Total (Items 1-3) _____

Contractor Name _____

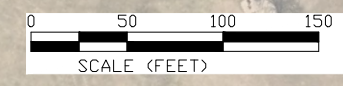
Owner or representative _____

Phone(s) _____

E-mail _____

Signature _____

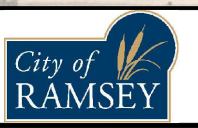
Date _____



DATE	REVISION

DESIGNED BY:	LWC
DRAWN BY:	LWC
CHECKED BY:	

DATE:	04/02/24
FILE:	



CITY OF RAMSEY
 7550 SUNWOOD DRIVE
 RAMSEY, MN 55303
 (763) 427-1410 FAX (763) 433-9898

XKIMO STREET TELEVISIONING MAP

CC Regular Session**Meeting Date:** 04/23/2024**Primary Strategic Plan Initiative:** Address infrastructure needs.**Information****Title**

Adopt Resolution #24-118 Authorizing Partial Payment #10 to Magney Construction, Inc. for Improvement Project #21-09, Centralized Water Treatment Plant.

Purpose/Background:

Resolution and Pay Estimate #10 Attached.

Recommendation:

The Resident Project Representative from Advanced Engineering and Environmental Services (AE2S) has inspected the completed work and recommends partial payment #10 to Magney Construction, Inc. for said project in the amount of \$1,432,513.68.

Action:

Motion to adopt Resolution #24-118 approving partial payment #10 to Magney Construction, Inc. for Improvement Project #21-09, Centralized Water Treatment Plant in the amount of \$1,432,513.68.

Attachments

Resolution

Pay Application

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	04/18/2024 02:40 PM
Brian Hagen	Brian Hagen	04/18/2024 03:14 PM
Form Started By: Marsha Weidner		Started On: 04/18/2024 01:10 PM
Final Approval Date: 04/18/2024		

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

RESOLUTION #24-118

RESOLUTION AUTHORIZING PARTIAL PAYMENT #10 TO MAGNEY CONSTRUCTION, INC. FOR IMPROVEMENT PROJECT #21-09; CENTRALIZED WATER TREATMENT PLANT

WHEREAS, pursuant to Ramsey City Council Resolution #19-248 adopted October 8, 2019, five (5) proposals were accepted and a professional services contract was awarded to SEH, Inc. for analyzing the City's municipal water supply system source water, developing a water system model, and preparing a preliminary design report for a centralized water treatment plant to ensure that the City's municipal water supply system will continue to provide adequate quantities of safe drinking water into the foreseeable future; and

WHEREAS, pursuant to Ramsey City Council Resolution #21-143 adopted May 25, 2021, the final Feasibility Study dated March 4, 2021, for the centralized water treatment plant was approved; and

WHEREAS, pursuant to Ramsey City Council Resolution #21-150 adopted May 25, 2021, Requests for Proposals for professional engineering services to prepare final plans and specifications, to administer the bid process, and to provide construction administration services for construction of a municipal water treatment plant was approved and the advertising and direct soliciting of said proposal was authorized; and

WHEREAS, pursuant to Ramsey City Council Resolution #21-220 adopted July 27, 2021, Staff was authorized to negotiate a contract with Advanced Engineering and Environmental Services (AE2S) in an amount not to exceed \$1,198,600 in response to their professional engineering services proposal, subject to review and approval of the contract by the City Attorney; and

WHEREAS, pursuant to Ramsey City Council Resolution #23-032 adopted January 24, 2023, final plans and specifications as prepared by AE2S were approved and advertisements for bids were authorized for Improvement Project #21-09; and

WHEREAS, pursuant to Ramsey City Council Resolution #23-061 adopted March 28, 2023, the lowest responsible bid of Magney Construction, Inc. was accepted in the amount of \$31,528,500, for the Base Bid and Section 01 21 00 Allowances, the Mayor and City Administrator were directed to enter into a construction contract with Magney Construction, Inc., and the Mayor was directed to accept the amendment from AE2S in the amount of \$225,100 for additional construction phase services for said improvements for and on behalf of the City of Ramsey; and

WHEREAS, as of April 23th, 2024 \$8,222,154.00 has been paid to date; and

WHEREAS, the Resident Project Representative from Advanced Engineering and Environmental Services (AE2S) has inspected the completed work and recommends partial payment #10 to Magney Construction, Inc. for said project in the amount of \$1,432,513.68.

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

- 1) That the City Council hereby authorizes partial payment #10 to Magney Construction, Inc. of Chanhassen, Minnesota, for Improvement Project #21-09, Centralized Water Treatment Plant, in the amount of \$1,432,513.68.
- 2) That the City Council hereby accepts the project and authorizes the Mayor or City Administrator to sign the release for this payment.
- 3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of April 23, 2024.
- 4) That the City of Ramsey Finance Department will be provided a signed copy of this resolution.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of April, 2024.

Mayor

ATTEST:

City Clerk

Schedule of Values
 Ramsey Water Treatment Plant
 Payment Application No. 10

Date of Application: 4/5/2024
 Work completed through: 4/5/2024

Specification Section No.	Description	Item	Scheduled Value	C		D	E	Total Completed and Stored to Date (C + D + E)	% (G)	Balance to Finish
				From Previous Application (C+D)	This Period					
01 10 00	Mobilization		\$1,250,424.00	\$526,121.00	\$52,100.00	\$0.00	\$578,221.00	46	\$672,203.00	
01 10 01	General Conditions		\$268,800.00	\$99,600.00	\$11,250.00	\$0.00	\$110,850.00	41	\$157,950.00	
01 10 02	Supervision		\$384,000.00	\$144,000.00	\$16,000.00	\$0.00	\$160,000.00	42	\$224,000.00	
01 10 03	Bond & Insurance		\$425,600.00	\$425,600.00	\$0.00	\$0.00	\$425,600.00	100	\$0.00	
01 21 00	ALLOWANCES									
1	Office Furniture (\$50,000)		\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$50,000.00	
2	Computer Hardware (\$80,000)		\$80,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$80,000.00	
3	IT Equipment (\$100,000)		\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$100,000.00	
4	Security and Access Control Hardware and Equipment (\$60,000)		\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$60,000.00	
5	Irrigation System (\$50,000)		\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$60,000.00	
6	General Construction Allowance (\$950,000)		\$950,000.00	\$63,843.40	\$27,233.13	\$0.00	\$91,076.53	10	\$858,923.47	
03 20 00	Concrete Reinforcement - Building		\$1,602,777.00	\$769,060.00	\$65,760.00	\$0.00	\$834,820.00	52	\$767,957.00	
03 20 00	Concrete Reinforcement - Reservoir		\$864,856.00	\$683,273.01	\$0.00	\$0.00	\$683,273.01	79	\$181,582.99	
03 30 00	Cast-in-Place Concrete Work - Site		\$108,600.00	\$6.00	\$0.00	\$0.00	\$6.00	0	\$108,594.00	
03 30 00	Cast-in-Place Concrete Work - Building		\$3,885,960.00	\$1,664,374.00	\$290,700.00	\$0.00	\$1,955,074.00	50	\$1,930,886.00	
03 30 00	Cast-in-Place Concrete Work - Reservoir		\$1,410,075.00	\$1,132,104.00	\$0.00	\$0.00	\$1,132,104.00	80	\$277,971.00	
03 35 30	Polished Concrete Finish		\$6,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$6,800.00	
03 41 00	Structural Precast Concrete		\$1,042,796.00	\$68,685.00	\$0.00	\$392,469.00	\$461,154.00	44	\$581,642.00	
04 22 00	Unit Masonry		\$269,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$269,000.00	
05 12 00	Structural Steel Framing, Misc. Metals, Metal Stairs and Aluminum Railing		\$1,990,378.00	\$312,211.00	\$69,589.00	\$0.00	\$381,800.00	19	\$1,608,578.00	
06 00 00	Carpentry		\$375,128.00	\$3,150.00	\$0.00	\$0.00	\$3,150.00	1	\$371,978.00	
06 73 00	Fiberglass Reinforced Plastic Grating		\$353,707.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$353,707.00	
07 12 00	Fluid Applied Waterproofing		\$78,130.00	\$55,470.00	\$0.00	\$0.00	\$55,470.00	71	\$22,660.00	
07 12 50	Hot Mopped Waterproofing		\$7,420.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$7,420.00	
07 17 13	Bentonite Waterproofing		\$124,650.00	\$116,270.00	\$0.00	\$0.00	\$116,270.00	93	\$8,380.00	
07 21 00	Thermal Insulation and Air Barriers		\$15,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$15,600.00	
07 23 00	Weather Barrier		\$39,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$39,800.00	
07 24 00	Exterior Insulation and Finish System		\$67,955.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$67,955.00	
07 42 15	Architectural Metal Panels		\$229,910.00	\$13,160.00	\$0.00	\$0.00	\$13,160.00	6	\$216,750.00	
07 50 10	Concrete Faced Insulated Panels		\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$15,000.00	
07 53 23	EPDM Roof System, Flashing & Sheet Metal		\$589,225.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$589,225.00	
07 92 00	Caulking & Sealants		\$37,465.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$37,465.00	
08 11 13	Doors, Frames & Hardware		\$328,136.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$328,136.00	
08 31 15	Access Doors		\$6,513.00	\$5,120.00	\$0.00	\$0.00	\$5,120.00	79	\$1,393.00	
08 35 13	Accordion Folding Fire Door		\$65,683.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$65,683.00	

Schedule of Values

Ramsey Water Treatment Plant

Payment Application No. 10

Date of Application: 4/5/2024

Work completed through: 4/5/2024

Specification Section No.	Description	Item	Scheduled Value	C From Previous Application (C+D)	D This Period	E Materials Presently Stored (not in Col D)	Total Completed and Stored to Date (C + D + E)	% (G)	Balance to Finish
08 35 16	Heavy Duty Folding Door		\$49,985.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$49,985.00
08 36 00	Sectional Overhead Doors		\$14,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$14,900.00
08 41 13	Aluminum Framed Entrances and Storefronts/Curtainwall/Glazing		\$254,163.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$254,163.00
08 95 00	Translucent Wall Panels		\$275,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$275,400.00
09 20 00	Metal Framing and Gypsum Board		\$190,345.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$190,345.00
09 30 00	Tiling		\$8,195.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$8,195.00
09 51 00	Acoustical Ceilings		\$47,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$47,000.00
09 65 13	Resilient Base and Accessories		\$3,000.00	\$1,435.00	\$0.00	\$0.00	\$1,435.00	48	\$1,565.00
09 68 13	Carpet Tile		\$12,299.00	\$5,845.00	\$0.00	\$0.00	\$5,845.00	48	\$6,454.00
09 90 00	Painting		\$846,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$846,400.00
10 14 16	Plaques/Dimensional Letter Signage and Panel Signage		\$16,310.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$16,310.00
10 28 00	Toilet Accessories		\$708.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$708.00
10 44 16	Fire Extinguishers		\$1,656.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$1,656.00
12 24 13	Roller Window Shades		\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$1,500.00
12 35 30	Architectural Casework		\$51,850.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$51,850.00
12 35 35	Solid Polymer Fabrications		\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$15,000.00
21 13 13	Wet Pipe Sprinkler System		\$65,835.00	\$5,250.00	\$0.00	\$0.00	\$5,250.00	8	\$60,585.00
22 00 00	Plumbing Install, Rough-in & Finish - Labor		\$76,500.00	\$31,862.00	\$0.00	\$0.00	\$31,862.00	42	\$44,638.00
22 00 01	Plumbing Pipe, Fittings & Fixtures - Material		\$270,000.00	\$15,990.00	\$0.00	\$0.00	\$15,990.00	6	\$254,010.00
22 07 00	Plumbing Insulation		\$49,670.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$49,670.00
23 00 00	HVAC General Conditions, Permits & Mobilization		\$15,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$15,200.00
23 00 00.01	Testing, Adjusting & Balancing		\$5,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$5,900.00
23 00 00.02	Ductwork Insulation		\$29,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$29,400.00
23 00 00.03	HVAC Controls		\$76,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$76,000.00
23 00 00.04	Refrigerant Piping - Labor		\$10,400.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$10,400.00
23 00 00.05	Refrigerant Piping - Material		\$2,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$2,800.00
23 00 00.06	Ductwork - Labor		\$70,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$70,900.00
23 00 00.07	Ductwork - Material		\$65,100.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$65,100.00
23 00 00.08	Louvers and Dampers - Labor		\$8,100.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$8,100.00
23 00 00.09	Louvers and Dampers - Material		\$12,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$12,500.00
23 00 00.10	VAV and GRD - Labor		\$6,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$6,800.00
23 00 00.11	VAV and GRD - Material		\$7,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$7,600.00
23 00 00.12	HVAC Fans - Labor		\$13,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$13,800.00
23 00 00.13	HVAC Fans - Material		\$39,600.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$39,600.00
23 00 00.14	Gas Unit Heaters - Labor		\$14,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$14,000.00
23 00 00.15	Gas Unit Heaters - Material		\$16,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$16,200.00

Schedule of Values

Ramsey Water Treatment Plant

Payment Application No. 10

Date of Application: 4/5/2024

Work completed through: 4/5/2024

Specification Section No.	Description	Item	Scheduled Value	C		D	E	Total Completed and Stored to Date (C + D + E)	% (G)	Balance to Finish
				From Previous Application (C+D)	This Period					
23 00 00.16	Make-Up Air Units - Labor		\$5,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$5,600.00
23 00 00.17	Make-Up Air Units - Material		\$76,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$76,000.00
23 00 00.18	Roof Top Units - Labor		\$1,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$1,400.00
23 00 00.19	Roof Top Units - Material		\$50,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$50,200.00
23 00 00.20	Split System A/C Unit - Labor		\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$3,000.00
23 00 00.21	Split System A/C Unit - Material		\$56,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$56,400.00
23 00 00.22	Dehumidification Units - Labor		\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$3,500.00
23 00 00.23	Dehumidification Units - Material		\$37,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$37,500.00
26 00 00	Electrical Mobilization & Permit		\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$10,000.00
26 00 01	Temporary Power		\$30,000.00	\$11,000.00	\$0.00	\$0.00	\$0.00	\$11,000.00	37	\$19,000.00
26 05 19	Conductors		\$222,000.00	\$2,600.00	\$0.00	\$0.00	\$0.00	\$2,600.00	1	\$219,400.00
26 05 26	Grounding and Bonding		\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$10,000.00
26 05 29	Hangers and Supports		\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$20,000.00
26 05 33	Raceways and Boxes		\$336,600.00	\$89,000.00	\$5,900.00	\$0.00	\$0.00	\$94,900.00	28	\$241,700.00
26 22 13	Transformers		\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$20,000.00
26 23 00	Electric Heat		\$40,000.00	\$15,500.00	\$0.00	\$0.00	\$0.00	\$15,500.00	39	\$24,500.00
26 24 11	Electrical Service		\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$30,000.00
26 24 13	Switchboards		\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$30,000.00
26 24 15	Transfer Switches		\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$30,000.00
26 24 16	Panelboards		\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$30,000.00
26 24 19	Motor Controls		\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$30,000.00
26 27 26	Wiring Devices		\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$30,000.00
26 28 16	Enclosed Switches		\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$20,000.00
26 32 13	Engine Generators		\$420,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$420,400.00
26 51 00	Lighting		\$150,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$150,000.00
26 90 01	Measuring and Control Instruments/Water Treatment Controls/I & C		\$1,506,000.00	\$450,000.00	\$0.00	\$0.00	\$0.00	\$450,000.00	30	\$1,056,000.00
28 31 00	Fire Alarm		\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$50,000.00
27 00 00	Cabling		\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$25,000.00
31 10 00	Site Clearing/ Site Prep/ Erosion Control		\$94,700.00	\$80,426.00	\$0.00	\$0.00	\$0.00	\$80,426.00	85	\$14,274.00
31 20 00	Earth Moving - Excavation		\$242,600.00	\$215,164.00	\$0.00	\$0.00	\$0.00	\$215,164.00	89	\$27,436.00
31 20 01	Earth Moving - Backfill		\$267,800.00	\$70,159.00	\$0.00	\$0.00	\$0.00	\$70,159.00	26	\$197,641.00
31 20 02	Finish Grading		\$69,900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$69,900.00
31 23 19	Dewatering		\$35,900.00	\$35,020.00	\$0.00	\$0.00	\$0.00	\$35,020.00	98	\$880.00
32 12 16	Asphalt Paving		\$183,097.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$183,097.00
32 13 13	Concrete Paving		\$59,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$59,400.00
32 17 13	Plastic Bollard Covers		\$1,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$1,700.00

Schedule of Values

Ramsey Water Treatment Plant

Payment Application No. 10

Date of Application: 4/5/2024

Work completed through: 4/5/2024

Specification Section No.	Description	Item	Scheduled Value	C		D	E	Total Completed and Stored to Date (C + D + E)	% (G)	Balance to Finish
				From Previous Application (C+D)	This Period					
32 31 13	Chain Link Fencing, Gates and Equipment		\$207,654.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$207,654.00
32 32 00	Turfs and Grasses		\$63,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$63,500.00
32 93 00	Plants		\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$50,000.00
33 11 13	Facility Water Distribution Systems		\$727,300.00	\$449,211.00	\$0.00	\$0.00	\$449,211.00	\$449,211.00	62	\$278,089.01
33 13 13	Facility Sanitary Sewer Systems		\$87,800.00	\$5,748.00	\$0.00	\$0.00	\$0.00	\$5,748.00	7	\$82,052.00
33 41 00	Storm Utility Drainage		\$124,600.00	\$39,709.00	\$0.00	\$0.00	\$0.00	\$39,709.00	32	\$84,891.00
33 46 00	Subdrainage		\$61,400.00	\$6,725.00	\$0.00	\$0.00	\$0.00	\$6,725.00	11	\$54,675.00
40 23 19	Process Pipe & Fittings		\$2,202,644.00	\$764,880.55	\$8,413.00	\$0.00	\$58,794.00	\$832,087.55	38	\$1,370,556.46
40 27 87	Process Pipe Supports, Anchors and Sleeves		\$139,344.00	\$127,888.00	\$0.00	\$0.00	\$0.00	\$127,888.00	92	\$11,456.00
40 27 89	Process Pipe Specialties		\$51,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$51,300.00
40 27 97	Process Gauges		\$5,327.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$5,327.00
40 92 00	Process Valves - Plug, Butterfly, Air and Check		\$655,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$655,400.00
40 92 01	Process Valves - Pressure Reducing Valves		\$149,439.00	\$149,439.00	\$0.00	\$0.00	\$0.00	\$149,439.00	100	\$0.00
41 23 14	Overhead Crane Systems		\$131,775.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$131,775.00
43 05 10	Disinfection of Water Systems		\$24,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$24,000.00
43 11 16	Gas Handling Blowers		\$107,240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$107,240.00
43 23 22	Split Case Pumps		\$281,247.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$281,247.00
43 32 76	Chlorine Gas Feed Equipment		\$129,661.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$129,661.00
43 32 77	Chemical Feed System Pumps		\$94,650.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$94,650.00
43 32 78	Chemical Feed System Accessories		\$82,275.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$82,275.00
44 42 24	Plate Settlers		\$868,280.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$868,280.00
46 33 20	Liquid Chemical Storage Tanks		\$94,360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$94,360.00
46 33 33	Polymer Blending and Feed Equipment		\$26,940.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$26,940.00
46 43 47	Jet Mixing System		\$159,793.00	\$0.00	\$0.00	\$0.00	\$62,749.00	\$62,749.00	39	\$97,044.00
46 61 00	Filtration Equipment		\$984,470.00	\$0.00	\$0.00	\$0.00	\$446,952.00	\$446,952.00	45	\$537,518.00
CO # 01	Change Order No. 01 - MN Prevailing Wage Rates (draft)		\$794,153.71	\$0.0000	\$0.00	\$0.00	\$0.00	\$0.00	0	\$794,153.71
	Totals		\$32,322,653.71	\$8,654,898.95	\$546,945.13	\$0.00	\$960,964.00	\$10,162,808.08	31.4%	\$22,159,845.63

EJCDC No. C-620 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

CC Regular Session**Meeting Date:** 04/23/2024**Primary Strategic Plan Initiative:** Improve the safety and mobility of transportation corridors.**Information****Title**

Adopt Resolution #24-119 Approving Change Order No. 8 for Ramsey Gateway Highway 10 Improvements, Improvement Project #20-11

Purpose/Background:**Purpose:**

The purpose of this case is to adopt Resolution #24-119 approving Change Order No. 8 for Ramsey Gateway Highway 10 Improvements, Improvement Project #20-11.

Background:

In 2023, construction began on the Ramsey Gateway Highway 10 project, which includes grade separation of Highway 10 at the intersections of Sunfish Lake Boulevard and Ramsey Boulevard, frontage road improvements on both sides of Highway 10, and grade separation of the Burlington Northern Santa Fe (BNSF) railway crossings of Ramsey Boulevard and Sunfish Lake Boulevard. Construction of this project is scheduled for completion by the Spring of 2026.

Numerous City utilities have been and will continue to be constructed and/or reconstructed as part of this project per the approved construction plans. However, during construction, plan revisions are sometimes required to account for unforeseen conditions in the field, or to provide for future considerations that were unknown at the time the plans were prepared and approved.

Change Order No. 8 addresses several such required revisions as identified in the attached revised plan sheets and Change Order No. 8, which has been signed by a Minnesota Department of Transportation (MnDOT) representative.

The City Engineer has reviewed and approves of the costs associated with the Extra Work included in Change Order No. 8 in the total amount of \$3,950.

Observations/Alternatives:

Alternative #1 – Adopt Resolution #24-119 approving Change Order No. 8 for Ramsey Gateway Highway 10 Improvements, Improvement Project #20-11.

Funding Source:

The Extra Work associated with Change Order No. 8 results in a total cost increase of \$3,950.

Sanitary sewer and water funds are proposed to fund this work in the following amounts;

- Sanitary Sewer Funds @ \$25,650 (cost increase)
- Water Funds @ - \$21,700 (cost reduction)

Recommendation:

Staff recommends approving alternative #1.

Action:

Adopt Resolution #24-119 approving Change Order No. 8 for Ramsey Gateway Highway 10 Improvements, Improvement Project #20-11.

Attachments

Resolution 24-119
Change Order No 8
Revised Plan Sheets

Form Review

Inbox

Brian Hagen

Form Started By: Bruce Westby

Final Approval Date: 04/18/2024

Reviewed By

Brian Hagen

Date

04/18/2024 03:14 PM

Started On: 04/18/2024 12:17 PM

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

RESOLUTION #24-119

RESOLUTION APPROVING CHANGE ORDER NO. 8 FOR RAMSEY GATEWAY HIGHWAY 10 IMPROVEMENTS, IMPROVEMENT PROJECT #20-11

WHEREAS, pursuant to City Council Resolution #23-074 adopted April 11, 2023, the Mayor and City Administrator were directed to enter into a Joint Powers Agreement with Anoka County, Contract No. C0009284, obligating the City of Ramsey to sharing in specific costs, construction and maintenance activities for City Improvement Project #20-11, Ramsey Gateway Highway 10 Improvements; and

WHEREAS, pursuant to City Council Resolution #23-172 adopted September 12, 2023, the Mayor and City Administrator were directed to enter into MnDOT Agreement No. 1052605 with the State of Minnesota, Department of Transportation, to provide for payment by the City to the State of the City's share of the costs of the construction engineering in connection with the City water main and sanitary sewer construction to be performed upon, along, and adjacent to Trunk Highway 10 from 0.37 miles east of Armstrong Boulevard (County State Aid Highway [CSAH] 83) TO 0.57 miles east of Sunfish Lake Boulevard (CSAH 57) and on CSAH 56 from 0.02 miles south of TH 10/169 to 0.40 miles south of Bunker Lake Boulevard (CSAH 116) and on CSAH 57 from TH 10/169 to 0.11 miles south of Bunker Lake Boulevard (CSAH 116) and on Riverdale Drive from 0.15 miles west of Ramsey Boulevard to 0.13 miles east of Ramsey Boulevard, and on Sunfish Lake Boulevard from Riverdale Drive to TH 10 under State Project 002-596-026 and State Project 0202-116 (TH 10=003) as part of Improvement Project #20-11, Ramsey Gateway Highway 10 Improvements; and

WHEREAS, pursuant to City Council Resolution #23-238 adopted September 26, 2023, the Mayor and City Administrator were directed to enter into updated MnDOT Agreement No. 1052605 with the State of Minnesota, Department of Transportation, to provide for payment by the City to the State of the City's share of the costs of the construction engineering in connection with the City water main and sanitary sewer construction to be performed upon, along, and adjacent to Trunk Highway 10 from 0.37 miles east of Armstrong Boulevard (County State Aid Highway [CSAH] 83) TO 0.57 miles east of Sunfish Lake Boulevard (CSAH 57) and on CSAH 56 from 0.02 miles south of TH 10/169 to 0.40 miles south of Bunker Lake Boulevard (CSAH 116) and on CSAH 57 from TH 10/169 to 0.11 miles south of Bunker Lake Boulevard (CSAH 116) and on Riverdale Drive from 0.15 miles west of Ramsey Boulevard to 0.13 miles east of Ramsey Boulevard, and on Sunfish Lake Boulevard from Riverdale Drive to TH 10 under State Project 002-596-026 and State Project 0202-116 (TH 10=003) as part of Improvement Project #20-11, Ramsey Gateway Highway 10 Improvements; and

WHEREAS, municipal utilities are being constructed and/or reconstructed as part of the project per the approved plans; and

WHEREAS, revisions to City utilities are required to account for actual field conditions and provide for future considerations that were unknown when plans were approved; and

WHEREAS, the City Engineer has reviewed and approves of the costs associated with the Extra Work included in Change Order No. 8 in the total amount of \$3,950.00.

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 execution of Change Order No. 8 for the Ramsey Gateway Highway 10 Improvements, Improvement Project #20-11.

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 April, 2024.

Mayor

ATTEST:

City Clerk

Contract: 230502

Change Order No.: 0008

Net Change Order Amount: \$3,950.00

Prime Contractor: Ames Construction, Inc., 0000207855

Spec Book Year: 20

CO Type: COLevel2

Awarded Contract Amount: \$99,848,562.81

Funding Source: SA

State Proj. No.: 0202-116

Resident Engineer: Dan Penn

Fed. Proj. No.: 0010340

Admin Office: MC-Golden Valley North West

District: M Metro

County: C002 ANOKA

Route: CSAH 56, 57

Reason: 1402.1 Alteration of Work by Local Government

Location: CSAH 56 (RAMSEY BLVD.) AND CSAH 57 (SUNFISH LAKE BLVD.) OVER T.H. 10 AND BNSF RAILWAY IN ANOKA AND RAMSEY.

Description: City Utility Plan Revisions

Explanation:

Issue	The City of Ramsey has requested revisions to the Sanitary Sewer and Watermain Plans due to actual field conditions and future considerations.
Resolution	The designer has revised the Sanitary Sewer and Watermain Plan. The following revised plan sheets are issued with this Change Order: - UT13, UT14, UT19, UT21, UT29, UT30, and UT31
Entitlement	The Engineer and The City of Ramsey have determined the contract needs to be revised in accordance with MnDOT Specification 1402.1 Alteration of Work.
Cost	The Engineer and The City of Ramsey have reviewed and approve the costs associated with this change.
Payment	Payment for this change will be made at contract unit prices.
Impact	This change does not impact contract time. This change order covers the known and anticipated costs and contract time adjustment (if any) attributable to the work covered by this Change Order. If the Contractor incurs unknown and unanticipated additional work that affects costs or impacts the critical path, the contractor reserves the right to request an adjustment to the contract amount or contract time in accordance with MNDOT 1402.

Increases/Decreases

Item Description	Item ID	Project Line	Contract Line	Project	Category	Item Source	Quantity Inc/Dec	Unit	Unit Price	Dollar Amount
HYDRANT	2504602/00020	11610	1130	140348	0007	Original	-1.000	EACH	\$7,980.00	-\$7,980.00
12" GATE VALVE AND BOX	2504602/00812	11670	1160	140348	0007	Original	-1.000	EACH	\$7,100.00	-\$7,100.00
6" GATE VALVE AND BOX	2504602/00806	11640	1145	140348	0007	Original	-5.000	EACH	\$4,000.00	-\$20,000.00
6" WATERMAIN DUCTILE IRON CL 53	2504603/01063	11710	1180	140348	0007	Original	-84.000	L F	\$145.00	-\$12,180.00
8" GATE VALVE AND BOX	2504602/00808	11650	1150	140348	0007	Original	-1.000	EACH	\$4,500.00	-\$4,500.00
8" WATERMAIN DUCTILE IRON CL 52	2504603/01082	11720	1185	140348	0007	Original	-40.000	L F	\$84.00	-\$3,360.00
10" GATE VALVE AND BOX	2504602/00810	11660	1155	140348	0007	Original	3.000	EACH	\$7,000.00	\$21,000.00
10" PVC PIPE SEWER	2503603/21010	12660	1020	140348	0008	Original	270.000	L F	\$95.00	\$25,650.00
									Total:	-\$8,470.00

New Items

Item Description	Item ID	Item Reason	Project Line	Cont. Line	Project	Category	Quantity	Unit	Unit Price	Dollar Amount
CO #8 - 20" CL 52 Ductile Iron Pipe - CHANGE ORDER LIN FT	1402603/00010	Neg	13550	2900	140348	0007 - SP002-596-026, LOCAL ROADS	60.000	L F	\$207.00	\$12,420.00
									Total:	\$12,420.00

Time Adjustments

Time ID	Time Description	Time Type	Original	Current	Adjustment	New

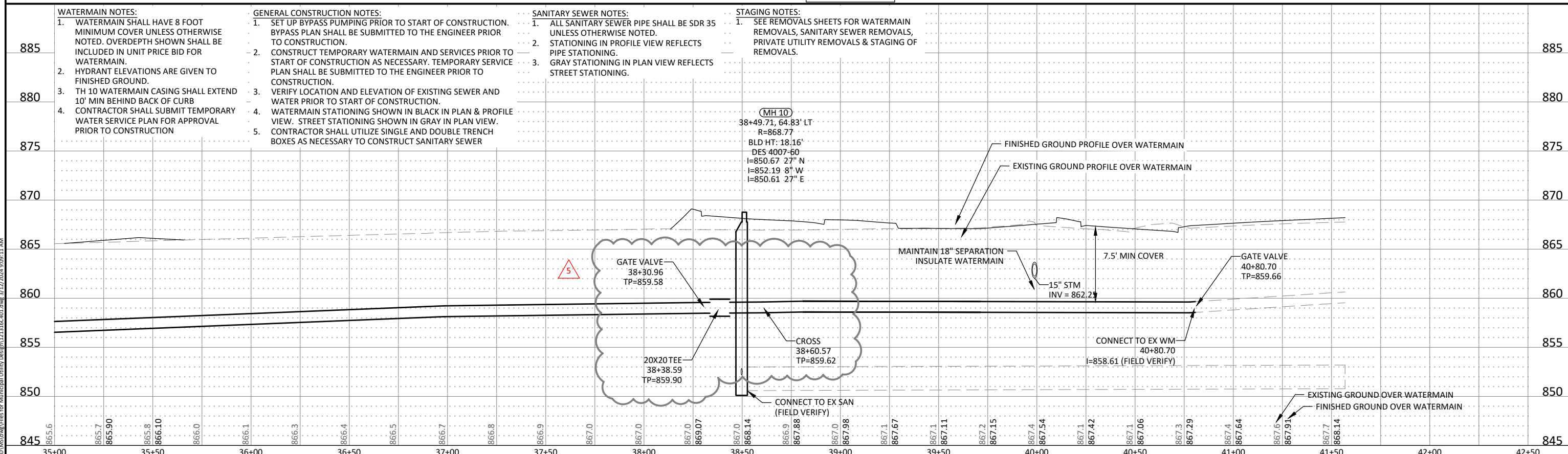
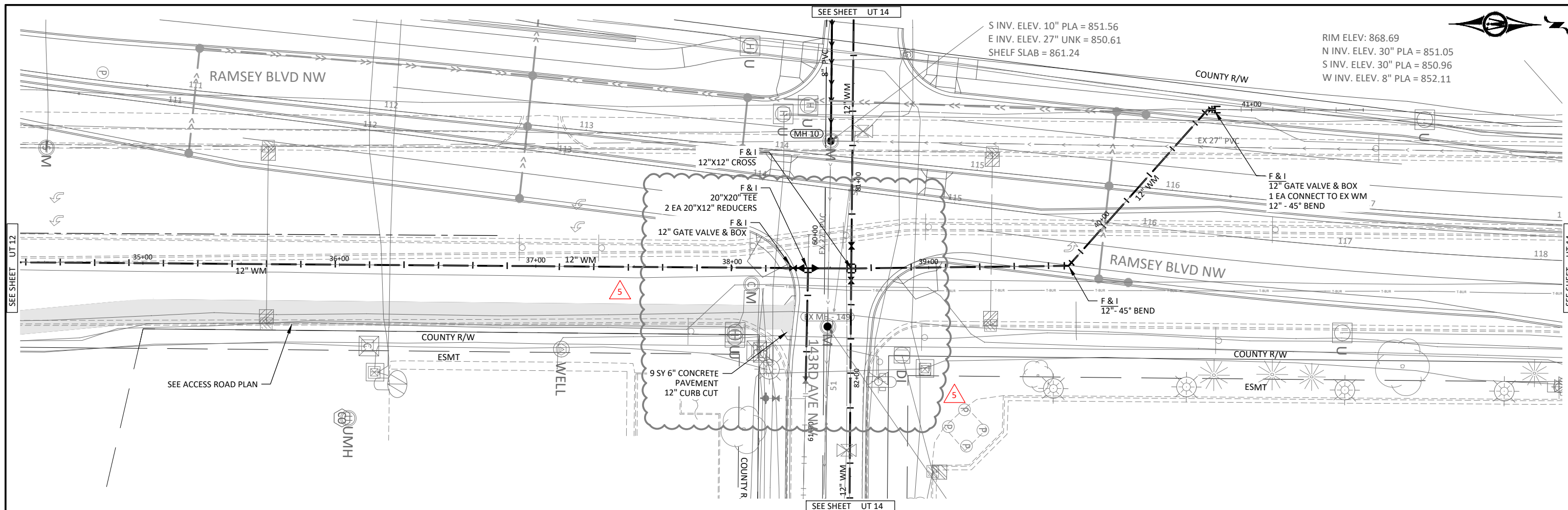
Project/Category Summary

Project Description	Project	Category	Category Description	Dollar Amount
GRADING, BITUMINOUS SURFACING, ADA IMPROVEMENTS, RETAINING & NOISE WALLS, HIGH TENSION CABLE GUARDRAIL, TMS, LIGHTING, ROUNDABOUTS AND BRIDGES #02061, #02062, #02591, & #02592. Payroll WD: For all HIGHWAY type work performed on the project.	140348	0007	SP002-596-026, LOCAL ROADS	-\$21,700.00
GRADING, BITUMINOUS SURFACING, ADA IMPROVEMENTS, RETAINING & NOISE WALLS, HIGH TENSION CABLE GUARDRAIL, TMS, LIGHTING, ROUNDABOUTS AND BRIDGES #02061, #02062, #02591, & #02592. Payroll WD: For all HIGHWAY type work performed on the project.	140348	0008	CITY OF RAMSEY FUNDS	\$25,650.00
Net Change Order Amount:				\$3,950.00

	Signature & Date
Project Engineer/Project Supervisor	
Contractor	
Commissioner of Transportation Pursuant to Delegation	
Commissioner of Administration Pursuant to Delegation	
Consultant Contract Administrator (recommendation for Approval only)	
Local Agency (if funded wholly or in part by Local Agency)	

ATTACHMENTS: By signing this agreement, the Contractor acknowledges receipt of the specified attachments (if applicable)

cd0202116_REV5



WATERMAIN NOTES:

1. WATERMAIN SHALL HAVE 8 FOOT MINIMUM COVER UNLESS OTHERWISE NOTED. OVERDEPTH SHOWN SHALL BE INCLUDED IN UNIT PRICE BID FOR WATERMAIN.
2. HYDRANT ELEVATIONS ARE GIVEN TO FINISHED GROUND.
3. TH 10 WATERMAIN CASING SHALL EXTEND 10' MIN BEHIND BACK OF CURB CONTRACTOR SHALL SUBMIT TEMPORARY WATER SERVICE PLAN FOR APPROVAL PRIOR TO CONSTRUCTION
4. CONTRACTOR SHALL SUBMIT TEMPORARY WATER SERVICE PLAN FOR APPROVAL PRIOR TO CONSTRUCTION

GENERAL CONSTRUCTION NOTES:

1. SET UP BYPASS PUMPING PRIOR TO START OF CONSTRUCTION. BYPASS PLAN SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO CONSTRUCTION.
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5. CONTRACTOR SHALL UTILIZE SINGLE AND DOUBLE TRENCH BOXES AS NECESSARY TO CONSTRUCT SANITARY SEWER

SANITARY SEWER NOTES:

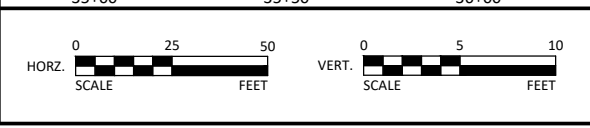
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2. STATIONING IN PROFILE VIEW REFLECTS PIPE STATIONING.
3. GRAY STATIONING IN PLAN VIEW REFLECTS STREET STATIONING.

STAGING NOTES:

1. SEE REMOVALS SHEETS FOR WATERMAIN REMOVALS, SANITARY SEWER REMOVALS, PRIVATE UTILITY REMOVALS & STAGING OF REMOVALS.

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 I=850.61 27" E

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ZACHARY F. LINGL
 LIC. NO. 56344 DATE 03/08/2023

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: GG
 CHECKED: KPK
 CLIENT PROJ. NO.:

REVISED FOR: REV 5
 DATE: 3/12/24

S.P. 0202-116 (TH 10), S.P. 002-596-026, S.P. 002-656-001, S.P. 002-657-003

US HWY 10/169 IMPROVEMENTS

RAMSEY BOULEVARD

SANITARY SEWER & WATERMAIN PLAN

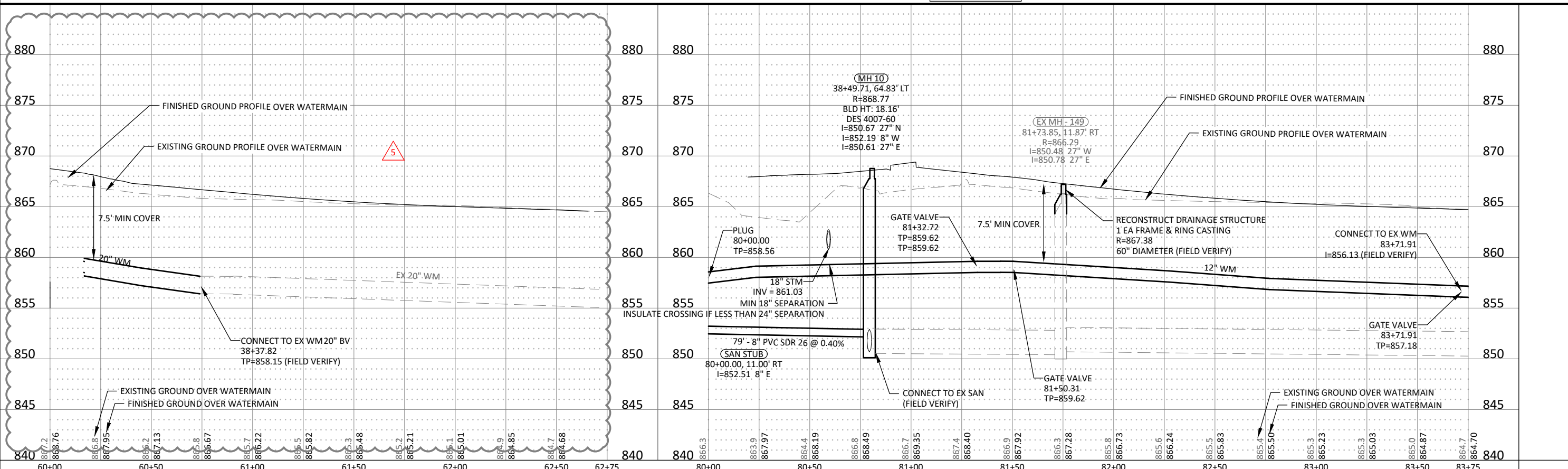
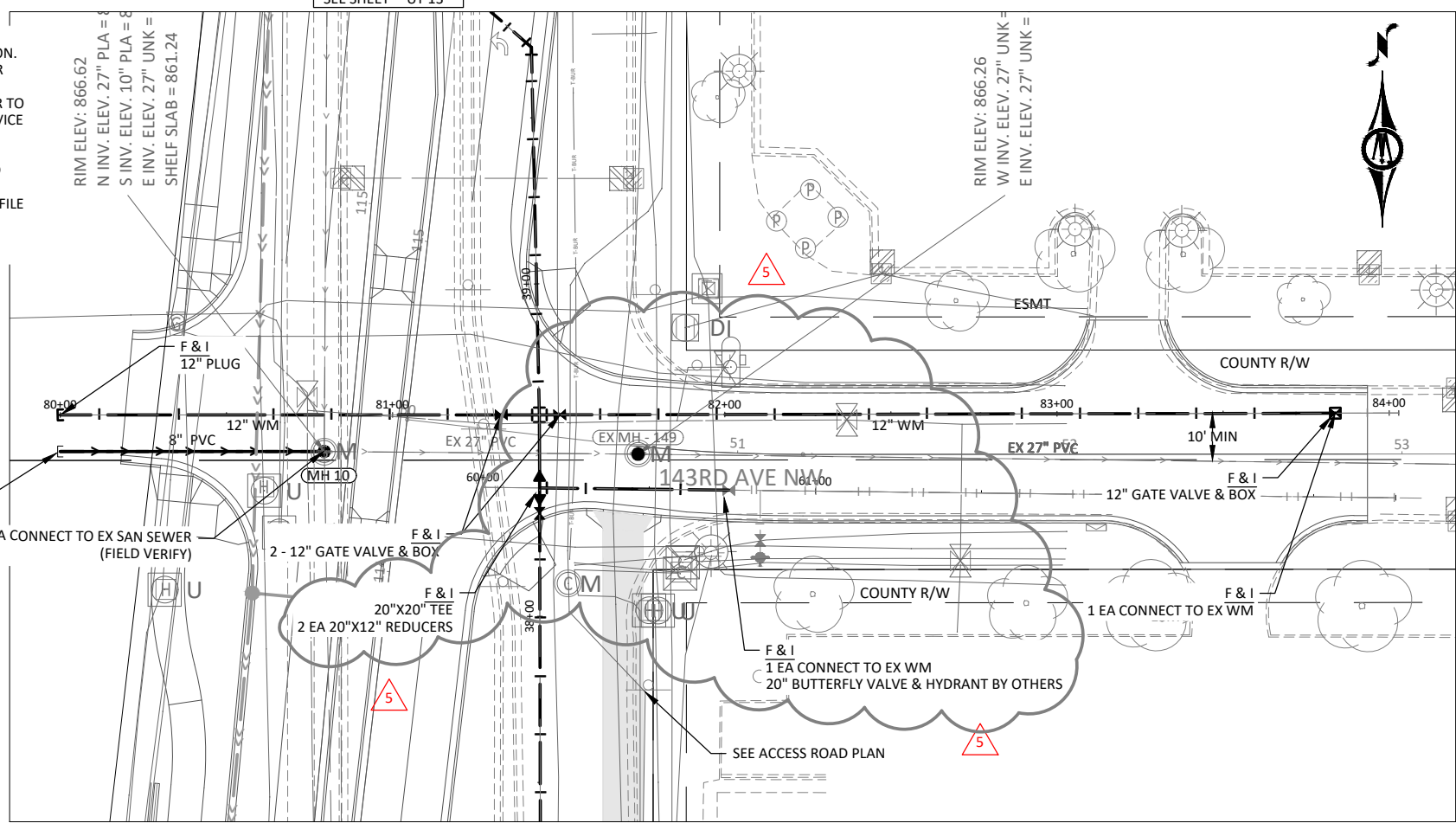
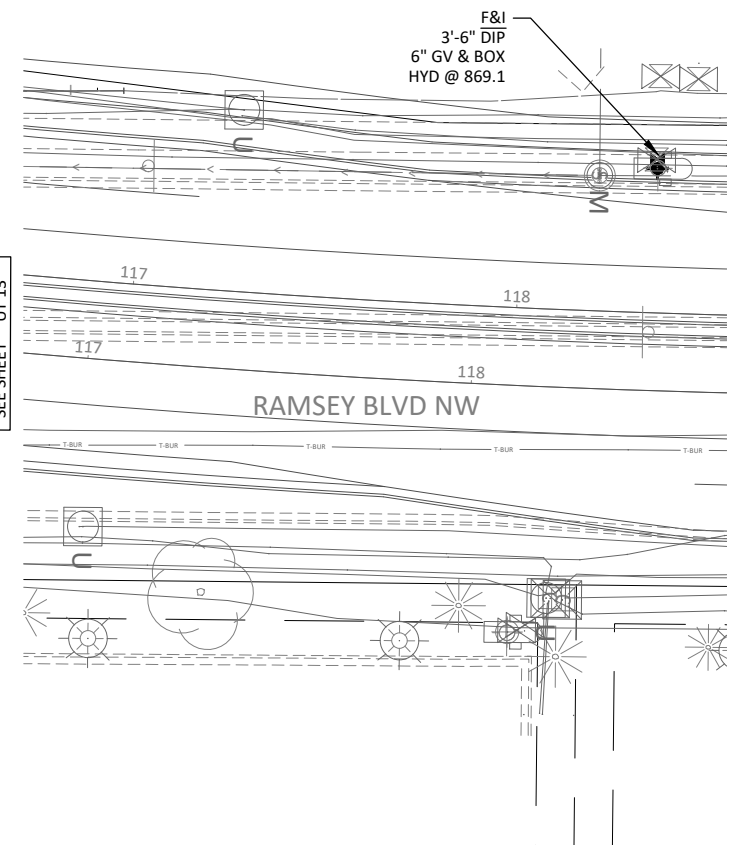
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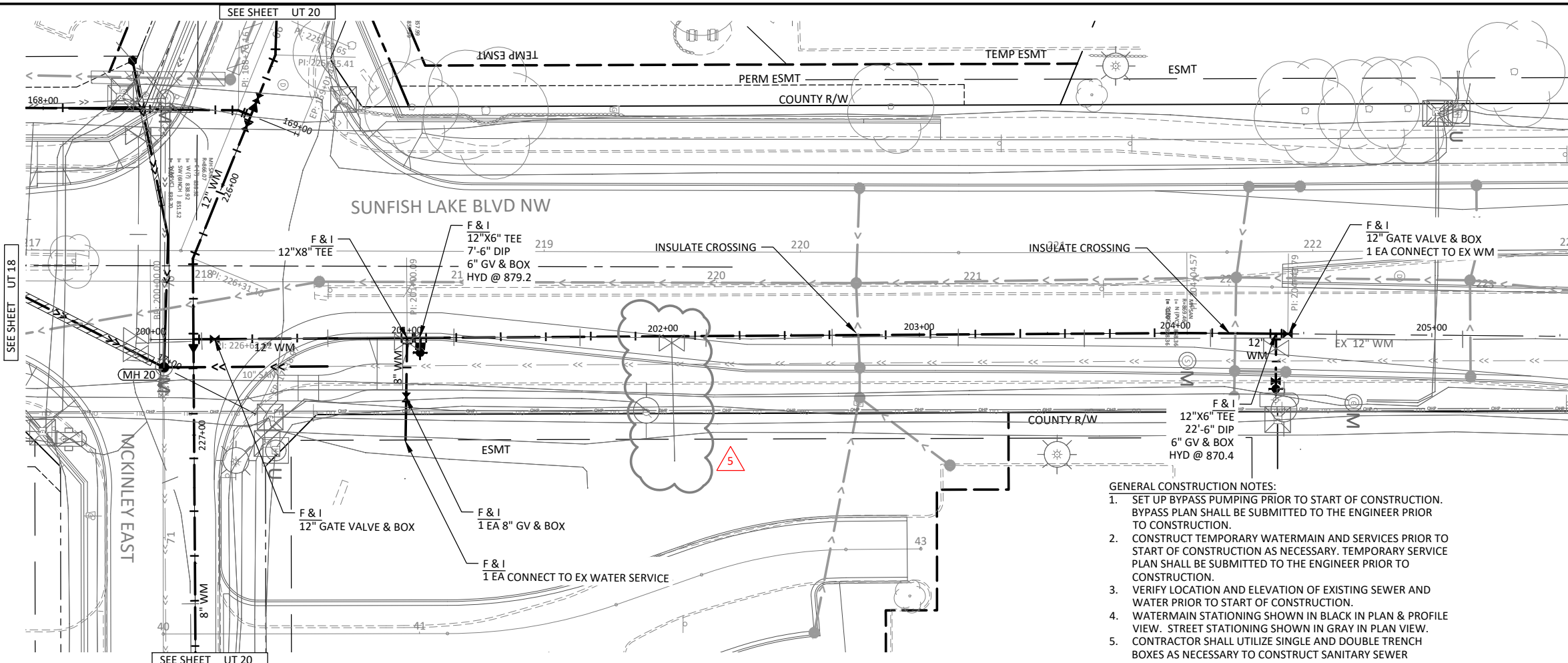


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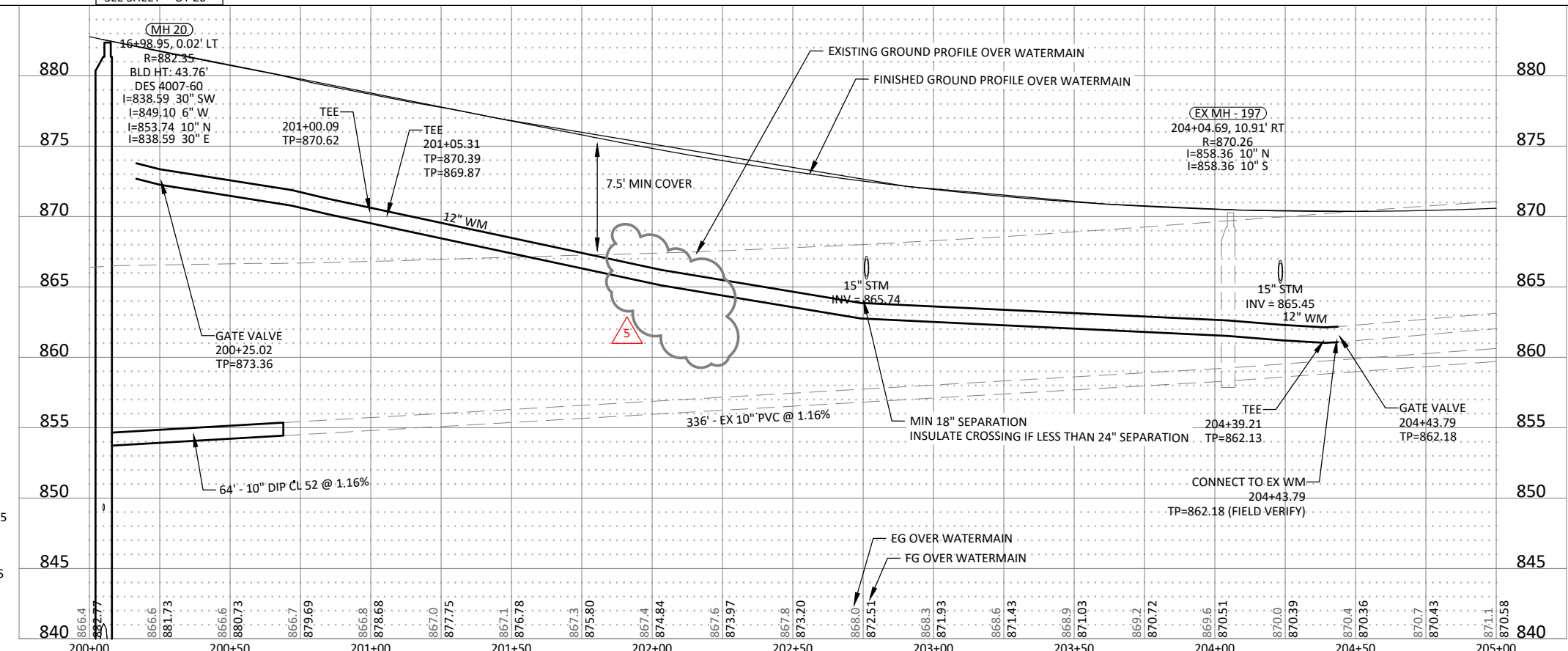


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US HWY 10/169 IMPROVEMENTS
RAMSEY BOULEVARD
SANITARY SEWER & WATERMAIN PLAN



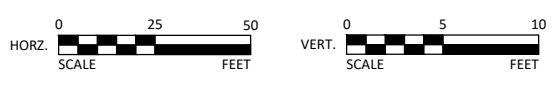
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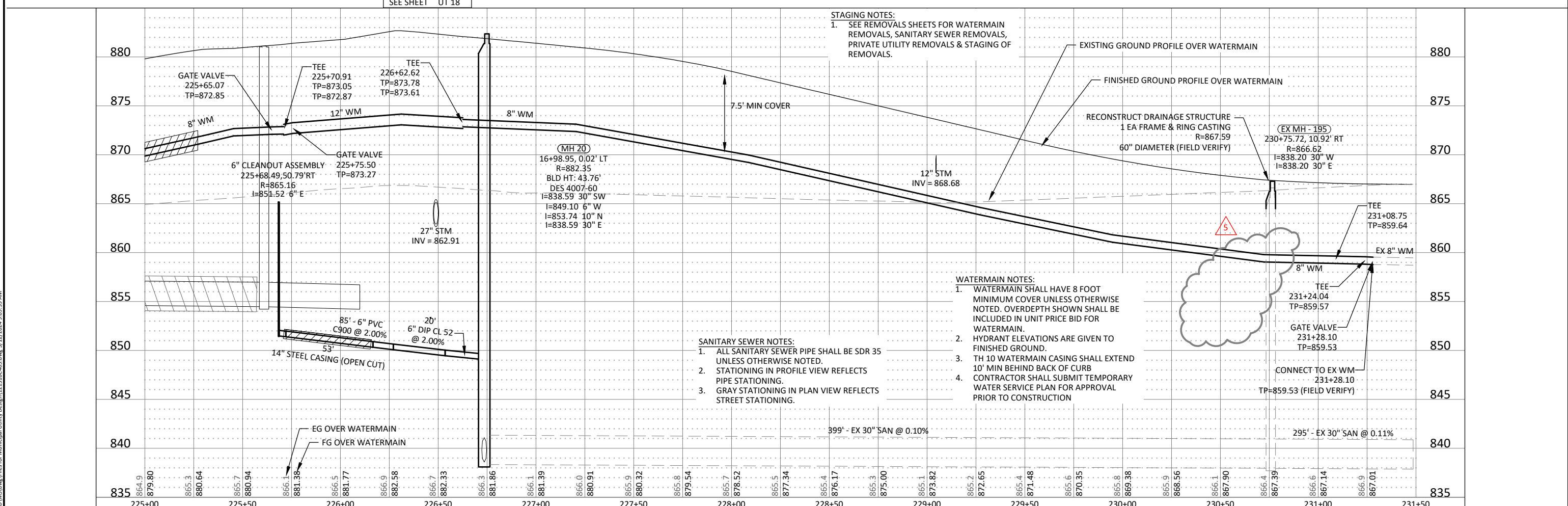
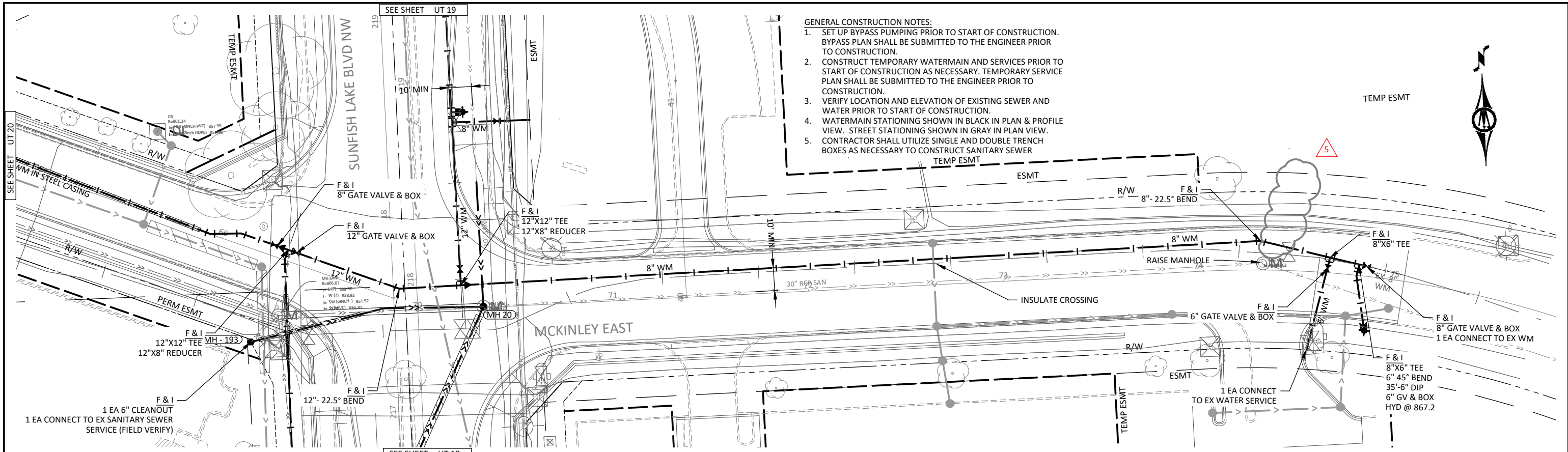


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US HWY 10/169 IMPROVEMENTS
SUNFISH LAKE BOULEVARD
SANITARY SEWER & WATERMAIN PLAN

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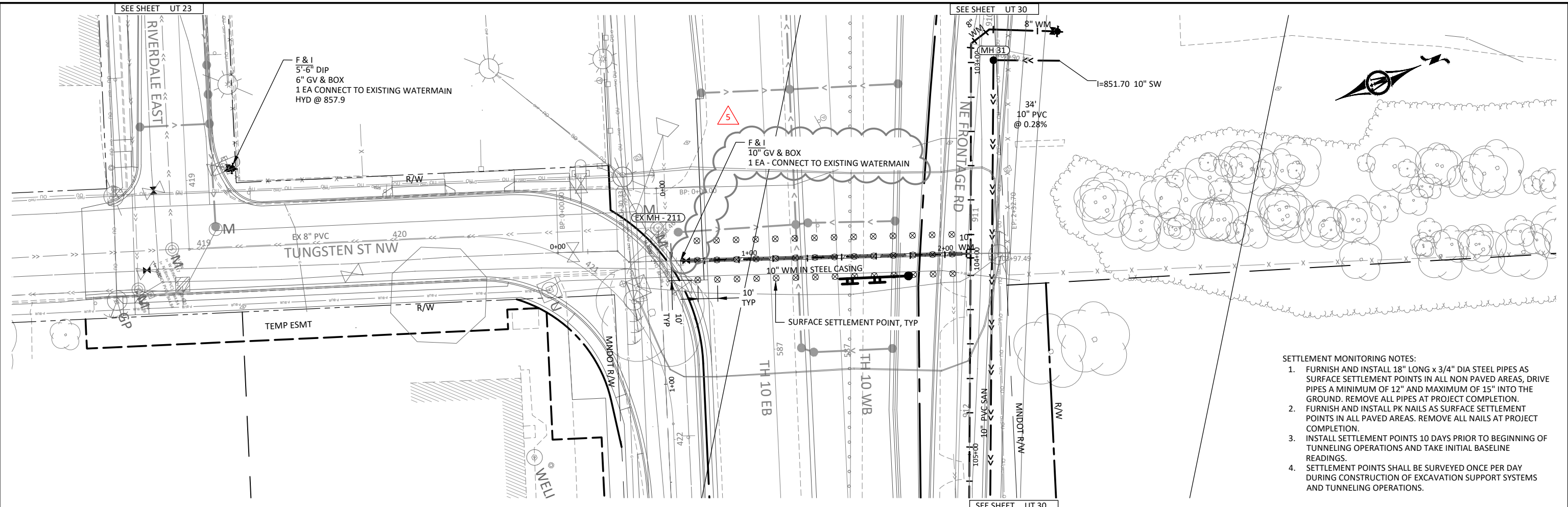
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SANITARY SEWER & WATERMAIN PLAN

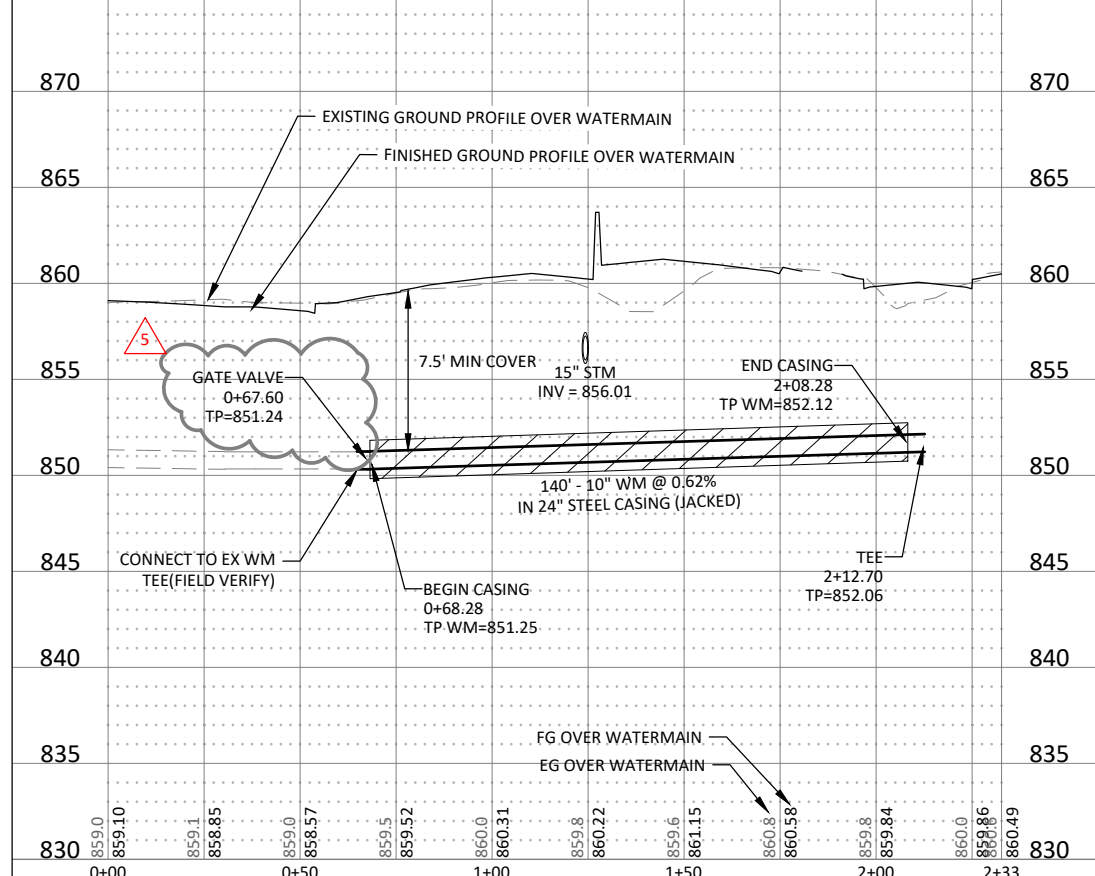
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- SETTLEMENT MONITORING NOTES:**
- FURNISH AND INSTALL 18" LONG x 3/4" DIA STEEL PIPES AS SURFACE SETTLEMENT POINTS IN ALL NON PAVED AREAS, DRIVE PIPES A MINIMUM OF 12" AND MAXIMUM OF 15" INTO THE GROUND. REMOVE ALL PIPES AT PROJECT COMPLETION.
 - FURNISH AND INSTALL PK NAILS AS SURFACE SETTLEMENT POINTS IN ALL PAVED AREAS. REMOVE ALL NAILS AT PROJECT COMPLETION.
 - INSTALL SETTLEMENT POINTS 10 DAYS PRIOR TO BEGINNING OF TUNNELING OPERATIONS AND TAKE INITIAL BASELINE READINGS.
 - SETTLEMENT POINTS SHALL BE SURVEYED ONCE PER DAY DURING CONSTRUCTION OF EXCAVATION SUPPORT SYSTEMS AND TUNNELING OPERATIONS.

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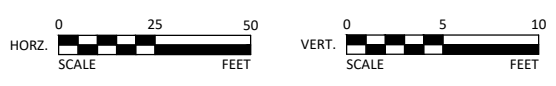
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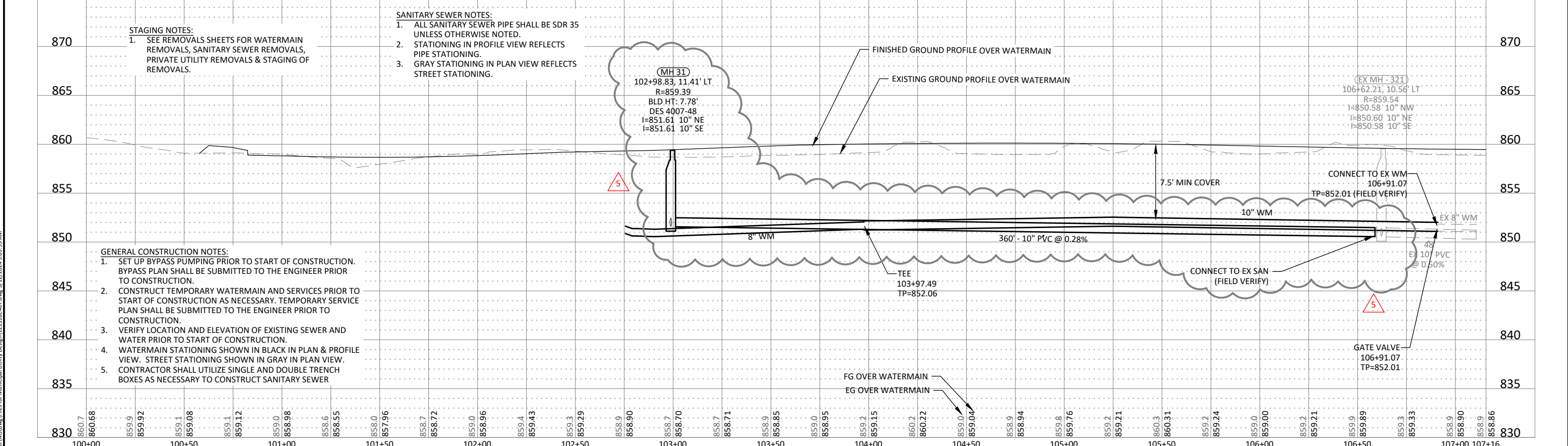
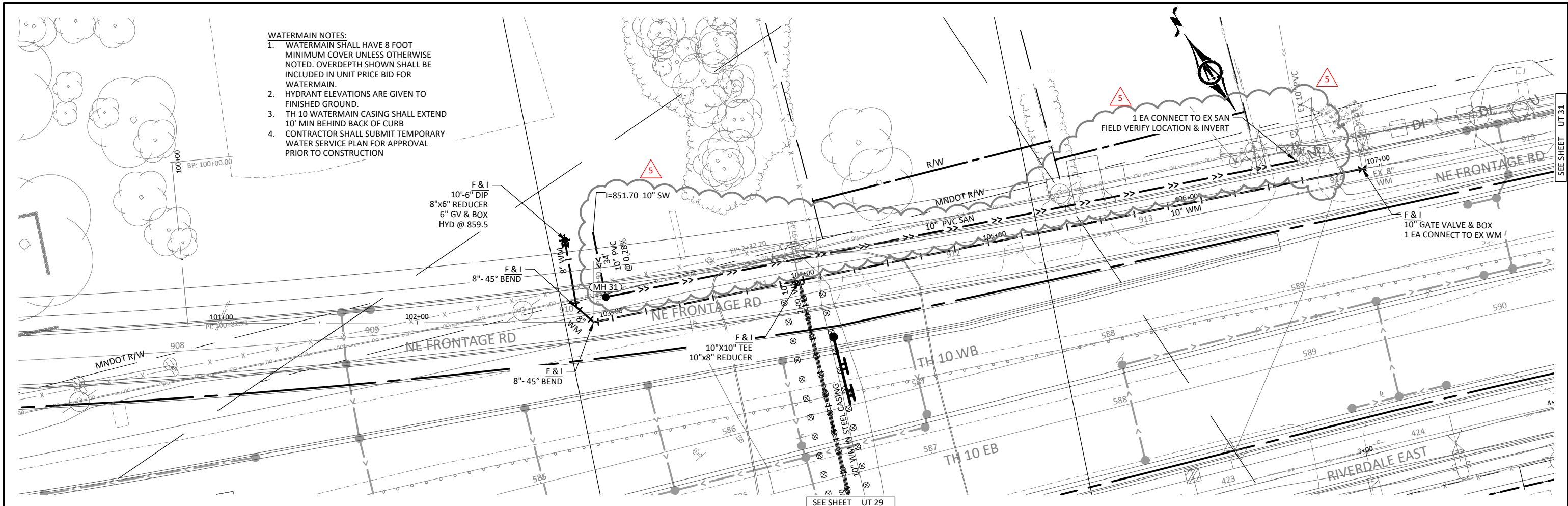
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US HWY 10/169 IMPROVEMENTS

FRONTAGE ROAD

SANITARY SEWER & WATERMAIN PLAN

SHEET
 UT 29
 OF
 UT 31



CC Regular Session**Meeting Date:** 04/23/2024**Primary Strategic Plan Initiative:** Promote economic growth and development.**Information****Title:**

The Waterfront - Consider Schematic Design Process for Determining the Community Building Cost

Purpose/Background:**Background**

As part of the city's community park system planning, a water-centric park known as The Waterfront has been envisioned for more than a decade in Ramsey's downtown. In 2023, the mass grading for the park was completed as part of the preparation of pad-ready development of the entire northwest quadrant of The COR. Presently, the city is Advertising for Bids for a trail that will circumnavigate the 7-acre pond and connect the park to the adjoining residential areas and larger community. Throughout and during the last 10 years of planning for the park, city leaders have simultaneously heard a common refrain from many residents that they desire more family destinations, more restaurants, a 'splash pad' and a community center. These resident propositions have most recently coalesced as a proposed project that would address those aspirations.

Over the last year, the Park & Recreation Commission performed a detailed analysis of how a park building could best serve the community— this process resulted in a concept for an approximate 36,000 gross square foot two-story building, consisting of mass timber construction; and including dining, balcony, patio and beer garden, room rental and fitness areas, large indoor play area, and banquet space. The proposed structure with indoor and outdoor program areas is essentially a modern community center, with outdoor water-play elements replacing a traditional public swimming pool and gym.

At the City Council work session on April 9th, the Council reviewed the overall concept plan for the community building and also examined details and operational pro forma on a public private partnership that would provide for the preponderance of the operating costs for the food and beverage aspects of the building in the first years, with a transition to a partnership that projected revenue in subsequent years, all the while by providing services to residents. Other operational and maintenance costs for the building and grounds were highlighted, but additional revenue relative to the indoor playground and climbing wall were not included. As general information, attached is the contract between Morrissey Hospitality and the City of Coon Rapids. If Ramsey were to move forward with the project, we would craft a management contract that fits our needs.

The work session discussion included 'high-level' construction cost estimates of \$1M to \$3M for the water play and other outdoor site development, and estimates of \$18M to \$20M for the proposed 36,000 square foot community building—and perhaps another \$2M for fixtures, furnishings and equipment. The discussion continued with the acknowledgment that to fully consider this project, two things should occur; first, that accurate cost estimates must be determined, and only thereafter an advisory question can be formulated for inclusion on the November General Election ballot, such that residents would have an effective voice in supporting the funding of the proposed project.

Purpose

This case seeks authorization to proceed to Schematic Design for the community building, as described at the April 9th work session by Gregory Houck, Principal Architect with Cuningham. The ballot question language would be considered by Council, *after* the 8-week Schematic Design process concludes, resulting in an accurate building construction cost estimate (+/- 5%).

Notification:

A Public Hearing was conducted in December 2023 on the city-wide Capital Improvement Plan, and park improvements in Ramsey's downtown were identified as a proposed 2024 project. Additionally, if an advisory question is placed on the November General Election Ballot, the city would prepare information on the project to include amenities and benefits as well as financial impact on the property tax levy. This would be disseminated through the website, social media, QCTV, handouts at events and the *Ramsey Resident*.

Time Frame/Observations/Alternatives:**Observations**

Following the work session consensus to proceed to develop more accurate cost estimates (Schematic Design), the attached proposal was received by Cuningham that addresses the scope of work and the approximate 8-week time-frame (such that Council can consider a ballot question by an August 2024 deadline). This proposal describes that the *"Architect builds on the concept design services and establishes a design vision: the parameters and principles that will guide the Project forward in alignment with Owner's brand and mission. Tasks during this phase include: program development, circulation diagrams, net and gross area calculations, initial site design, building character studies, material research, and coordination with design team consultants as necessary, and Owner progress meetings (weekly)."*

This would result in a preliminary building model which includes preliminary building plans, preliminary building sections, preliminary building elevations, as well as the required mechanical, electrical, plumbing, and structural engineering, for a stipulated sum of \$267,500.

Alternatives

Alternatives include:

- 1) Not proceeding to Schematic Design at this time.
- 2) Proceeding with Schematic Design.
- 3) Some other unspecified option.

Staff recommends proceeding with Schematic Design, which will be valuable information even if the Council chooses not to move forward with The Waterfront community building within the next year(s).

Funding Source:

Funding for the preliminary design and identifying the probable costs (Schematic Design) for The Waterfront community building would be appropriate from the Park Trust Fund, which has a present balance of approximately \$7.4M.

Recommendation:

Staff recommends that the Council authorize the Schematic Design phase for the proposed Waterfront community building to determine probable construction costs for this prominent and valuable investment for the community.

Outcome/Action:

Based upon discussion; motion to authorize the City Administrator to enter into an agreement with Cuningham for Schematic Design services for the proposed Waterfront community building, at a not-to-exceed cost of \$270,000 from the Park Trust Fund.

Attachments

Schematic Design proposal
Community building program
Building program description
splash pad planning

Illustrative Plan View
Architect portfolio
Restaurant Operations Pro Forma
2024 CIP worksheet
CIP worksheet
Sample Restaurant Management Agreement

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	04/18/2024 01:07 PM
Brian Hagen	Brian Hagen	04/18/2024 04:02 PM
Form Started By: Mark Riverblood		Started On: 04/17/2024 11:12 AM
Final Approval Date: 04/18/2024		

April 16, 2023

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55903

Subject: PROPOSAL AND AGREEMENT FOR PROVIDING PROFESSIONAL SERVICES
Ramsey Waterfront Pavilion
PR22-0152.00-01

Dear Mark Riverblood:

Cunningham Group Architecture, Inc. (Architect) presents to City of Ramsey (Owner) this Proposal and Agreement for professional services to assist you in the development of a new waterfront pavilion located in the City of Ramsey, MN (Project).

Project Understanding

Architect understands that Owner intends to develop a new waterfront pavilion on the edge of a new man-made lake to serve as a destination for the community. The facility is approximately 36,000 SF and intended to incorporate the following program elements as outlined in the Concept Refinement package attached as Exhibit A, which serves as the basis for this Proposal and Agreement.

Main Level

- Indoor Play Area
- Lockers/restrooms
- Galleria
- Main Entry
- Yoga/ Ballet Fitness studio
- Support spaces
- Kitchen
- Dining including bar and patio
- Concessions

Second Level

- Banquet/ Tradeshow
- Support spaces
- Kitchenette
- Restrooms
- Rooftop patio
- Stairs and elevator

Approach/Scope of Services

Based on our conversations to date, Architect and its consultants, consisting of structural, mechanical, electrical, and plumbing (MEP) and fire protection (FP) engineering, are to provide Project Basic Services under this Proposal and Agreement for the scope outlined above consisting of Schematic Design phase services for the Project as outlined below. The Design

Denver
Las Vegas
Los Angeles
Minneapolis
Phoenix
San Diego
Beijing
Doha

Development, Construction Documents, Bidding and Permitting, and Construction Administration Phase Services will be provided under separate contract.

Schematic Design

Approach

During the Schematic Design phase, Architect builds on the concept design services and establishes a design vision: the parameters and principles that will guide the Project forward in alignment with Owner's brand and mission. Tasks during this phase include: program development, circulation diagrams, net and gross area calculations, initial site design, building character studies, material research, and coordination with design team consultants as necessary, and Owner progress meetings (weekly). Cost estimates by Owner's cost consultant will be reviewed and coordinated as appropriate for budget alignment before proceeding to Design Development.

1. Facilitate a weekly design meeting via web-conference with Owner's civil engineer, landscape architect and Architect's consultants on the overall design of the Project.
2. Collaborate with Owner's management/operating partner on the design of the Project.
3. Prepare a preliminary building model which includes the following integral components:
 - a. Preliminary building plans.
 - b. Preliminary building sections.
 - c. Preliminary building elevations.
4. Prepare preliminary selections of major building systems and construction materials
5. Set up meetings with local governing authorities to:
 - a. Get commitments on schedule.
 - b. Evaluate how the Project is progressing.
 - c. Make presentations, as required.
6. Prepare a presentation of exterior finishes and colors for the building, with one revision.
7. Provide up to three exterior presentation quality renderings
8. Provide restaurant concept design
9. Provide a presentation of primary interior finishes
10. Provide presentation quality renderings depicting the general look and feel of the main lobby, banquet/ tradeshow, restaurant, and indoor play area.
11. Preliminary Code review.
12. Provide Schematic Design level drawings for Owner's review and approval including:
 - a. Cover Sheet
 - b. Building Systems sheet
 - c. Floor Plans
 - d. Exterior building elevations
 - e. Typical wall sections
 - f. Roof Plan
11. Provide renewable energy strategies for consideration including but not limited to photovoltaic panels on the roof.
12. Coordinate with Owner's selected cost estimating vendor.

As part of its Basic Services, Architect will provide climate analysis and conceptual energy modeling services to assess orientation, building mass, and proposed envelope system, and to propose general daylighting strategies. More detailed energy modeling and daylighting services are available as Additional Services.

Meetings

Participation in the following number of meetings is included as Basic Services:

Phase	Architect	Structural Engineer	MEP/FP Engineer
Schematic Design	8	4	8

Consultants

Structural Engineering

Schematic Design

1. Establish structural design criteria, such as deflections, lateral movements, or vibrations.
2. Perform a structural systems study of up to three systems establishing comparative information to be used in the selection of vertical and lateral load carrying systems.
3. Participate in the selection of the structural system for the Project.
4. Provide structural criteria for use by Owner's geotechnical consultant.
5. Assist in determination of need for special studies or analyses such as wind tunnel tests or dynamic analysis.
6. Prepare high-level structural foundation/framing plans and a structural design narrative outlining structural design criteria and proposed primary structural gravity and lateral systems.

Exclusions

General

1. Services listed under Article 4 of AIA Document B101-2017
2. Services or costs due to a design schedule exceeding ten months.
3. Services required due to the involvement of an agency-type construction manager.
7. Services related to non-structural elements and their attachments, such as:
 - a. Exterior cladding systems such as steel studs, windows, curtain wall, storefront, and architectural precast.
 - b. Interior architectural walls, ceilings, glazing and other systems.
 - c. Window washing system and tie downs. Discovery, testing, monitoring, clean-up or neutralization of pollutants mold, mildew, and other hazardous substances.
 - d. Antennas and flagpoles.
 - e. Mechanical, electrical and plumbing equipment, storage tanks, cooling towers and underground vaults. Design of the primary structure to support these items is included in Basic Services.
 - f. Mechanisms and guide systems for elevators, escalators, other conveyor systems and associated operating equipment. Design of the primary structure to support these items is included in Basic Services.
8. Services related to secondary structural elements and their attachments, such as:
 - a. Stairs, except as included in the scope of services.
 - b. Railings.
 - c. Site-work elements not part of the building structural system, (retaining walls, bridges, etc.).
 - d. Support for landscape furnishings (flagpoles, lighting poles, benches, pools, signs, etc.).
9. Services related to structural dynamic analysis for foot-fall vibrations or vibratory equipment.
10. Services related to special wind analyses, such as wind-tunnel tests.
11. Design or field observations for shoring and bracing for excavations and building or for underpinning of adjacent structures.

12. Services involving non-conventional or deep foundation systems (piles, caissons, etc.).
13. Services related to the design of supported structural slabs on grade.
14. Analysis, design, or review related to the effect of Contractor's construction related equipment (cranes, hoists, lifts, skid-steer loader, etc.) on the primary structure.
15. Design of swimming pools.
16. Determination, advice, or services related to the identification, existence, removal or containment of asbestos or lead based paint; modification, installation, abatement, or removal of a product, material or process containing asbestos or lead based paint.
17. Assessment or design of sound transmission mitigation elements or assemblies.

Mechanical (HVAC and Plumbing) Electrical and Fire Protection Engineering

Schematic Design

1. Weekly virtual meetings for design and coordination.
2. Develop MEP system options and document for discussion with Owner.
3. Attend one in-person meeting with Owner to review Schematic Design.
4. Deliverable: Schematic Design narrative with supplemental PDF sketches suitable for budget pricing and design review.
5. Solar PV Analysis
 - a. Review conceptual design roof plan to determine amount of Solar PV panels that could fit on the proposed roofs.
 - b. Calculate the estimated annual production.
 - c. Provide a rough-order magnitude cost of the Solar PV system.
6. Energy Modeling
 - a. Coordinate with the Owner to establish energy performance goals.
 - b. Determine SB2030 target EUI for reference.
 - c. Calculate proposed design EUI using the NEO tool.
 - d. Provide iterations of the energy model to inform the design – building envelope, mechanical systems, etc.

MEP System Assumptions

- a. HVAC:
 - a. Packaged rooftop VAV system
 - b. Kitchen ventilation system
 - c. General exhaust.
 - d. Boiler system for hot water reheat.
- b. Plumbing:
 - a. New utilities.
 - b. New plumbing piping to serve restrooms.
 - c. Plumbing fixture specifications.
 - d. Gas system
- c. Electrical:
 - a. Electric service sized to meet code.
 - b. Electrical connections and receptacles throughout space.
 - c. Electrical connections to mechanical and Owner provided equipment.
- d. Interior Lighting:
 - a. LED lighting and lighting controls throughout space.
 - b. Layout and types to be coordinated with Owner and Architect during design.
 - c. Lighting controls to meet current state energy code where applicable.
- e. Fire Protection
 - a. Provide specifications and plan sheet for scope of work.
- f. Low Voltage Design

- a. Assumes full design in SD phase. – A/V, voice/data, security

Exclusions

- 1. Commissioning of building systems
- 2. LEED Design and Documentation
- 3. Clash Detection
- 4. Coordination Studies

Assumptions and Exclusions

Architect’s Basic Services do not include the following services, which may be available as Additional Services:

- 1. Food service design and documentation
- 2. Additional Consultant services unless outlined above
- 3. Cost estimating
- 4. Furniture, furnishings, and related equipment (FF&E) services;
- 5. Geotechnical engineering investigations and related reports and recommendations, which need to be provided by the Owner during Schematic Design;
- 6. Land surveying services, platting, easement descriptions;
- 7. Leasing support;
- 8. LEED or other high-performance certification related services except as specifically provided herein;
- 9. Logo design, branding or non-code required Project signage;
- 10. Marketing materials and graphics;
- 11. Off-site improvements;
- 12. Out-of-phase redesign services;
- 13. Physical models;
- 14. Plan check expeditor;
- 15. Pool or water feature;
- 16. Radon mitigation systems;
- 17. Redesign services required by existing unforeseen field conditions;
- 18. Roadway improvements, traffic study and traffic control;
- 19. Signage design and super graphics;
- 20. Specialty retail design consultation; and
- 21. Value engineering* and/or Owner-directed changes to approved design and documentation

* With respect to value engineering (VE), Architect will work with the Owner throughout the design process to react to the Owner’s cost-related recommendations. However, separate VE exercises that require changes to the documents after Owner approvals of the design will be considered Additional Services by Architect.

Project Team

Architecture Cunningham
 MEP/FP Emanuelson-Podas (EP)
 Structural Engineering BKBM

Fees

Compensation for Basic Services as described herein shall be a **stipulated sum of \$267,500** as broken down below, plus Reimbursable Expenses.

Architecture	\$223,000
Structural Engineering	\$29,500
Mechanical (HVAC and Plumbing) Electrical Engineering	\$15,000

Schedule

It is currently estimated that the Basic Services authorized by this Proposal and Agreement will be accomplished generally within 8 weeks of authorization to proceed.

The above schedule assumes prompt receipt of all Owner-supplied Project information, reviews, and approvals. Architect shall not be responsible for delays due to causes outside Architect’s reasonable control.

Reimbursable Expenses

Reimbursable Expenses are in addition to the above fees. They include all normal expenses incurred by Architect for the benefit of the Project, including out-of-town travel (if any and if authorized), mileage, messenger service, printing, etc. These expenses will be billed at 1.15 times their direct cost to Architect.

Additional Services

Services you may request such as physical models, 3-D computer modeling, additional drawings or any renderings, additional engineering or special consultants, accommodating requests from authorities having jurisdiction which could not have been reasonably anticipated by Architect, or other special services not specifically included in the above scope of services shall be invoiced at Architect’s current hourly rates or at 1.15 times the direct cost of consultant’s charges to Architect. In addition, any changes in the scope will also be billed at an hourly rate. Architect’s hourly rates will be per Cunningham Hourly Rates, attached as Exhibit B. Additional Services will be performed only upon your written authorization.

Invoicing

Billings will be issued at 30-day intervals. Payment is due and payable upon invoice receipt. Interest of 1.0% per month will be due on the unpaid balance beginning 30 days after invoice date. Owner agrees to reimburse Architect for all costs of collection including attorney fees, costs, and expenses.

If Owner receives purported notice of any change in Architect’s ACH payment information, Owner must confirm the change with Architect by phone or in-person communication and receive secondary, follow-up written confirmation of the change from Architect before processing any subsequent payments. Owner shall not be relieved of its duty to pay Architect by Owner’s failure to obtain such confirmation and making payment intended for Architect to a third party.

Use of Supplied Information

Owner agrees to provide and/or obtain all required licenses, including copyright license, to allow Architect to reproduce, use and incorporate all Owner-supplied Project-related drawing or other information and agrees to indemnify, defend, and hold Architect and its consultants harmless from or against any and all claims arising out of or relating to Architect's or its consultants' Project-related reproduction, use, or incorporation of such information.

Other Terms and Conditions

Except as otherwise modified herein, the terms and conditions of an unmodified AIA Document B101-2017, Standard Form of Agreement Between Owner and Architect (attached as Exhibit C) shall apply to all services provided under this Proposal and Agreement.

Owner shall furnish the services of a contractor or cost consultant that shall be responsible for preparing all estimates of the Cost of the Work. If Owner does not have such a consultant, Architect can provide a list of qualified contractors or cost consultants for Owner's use.

Architect and its consultants will be using building information modeling for the sole purpose of preparing and coordinating their Drawings, without an expectation that the model will be relied upon by other Project participants. If Owner, Owner's contractor or consultants, or other parties as appropriate desire to use the model for any purpose, the Architect, Owner, and other appropriate parties will establish and agree to building information modeling protocols, which shall address authorship and ownership, level of development, and authorized uses of the model, processes for exchanging, sharing, and resolving changes to the model, and anticipated authorized uses for facilities management or others, following completion of the Project. Preparation of the protocols and operations and services provided thereunder shall be Additional Services.

This Proposal and Agreement shall be subject to and enforced under the laws of the State of Minnesota.

With your signature below you are indicating your acceptance of the understandings, terms and conditions of this Proposal and Agreement. This Proposal and Agreement may be terminated by either party upon seven days' written notice should either party fail to perform substantially in accordance with its terms. Failure of Owner to make payments to Architect within 45 days of invoice date shall be considered substantial non-performance and cause for suspension or termination of Architect's services.

If this Proposal and Agreement meets with your approval, please return a signed copy for our records and we will begin the services. The offer contained herein shall remain valid for acceptance for a period of 60 days from the date of Architect's signature below. If you instruct us to begin, or allow us to continue, performing or providing Project services prior to returning a signed copy of this Proposal and Agreement it will be understood that all of its terms, and the attached or referenced exhibits, are acceptable and all parties will be bound by the terms of this Proposal and Agreement.

Thank you again for this opportunity to be of assistance. We look forward to helping you achieve your goals for Ramsey Waterfront Pavilion.

Sincerely,

CUNINGHAM GROUP ARCHITECTURE, INC.

Approved By:
CITY OF RAMSEY

Gregory T. Houck
Principal

Mark Riverblood
Parks & Assistant Public Works Director

Date: _____

Date: _____

Attachments:

Exhibit A – Concept Refinement Package

Exhibit B – Cuningham Hourly Rates

Exhibit C – B101-2017, Standard Form of Agreement Between Owner and Architect

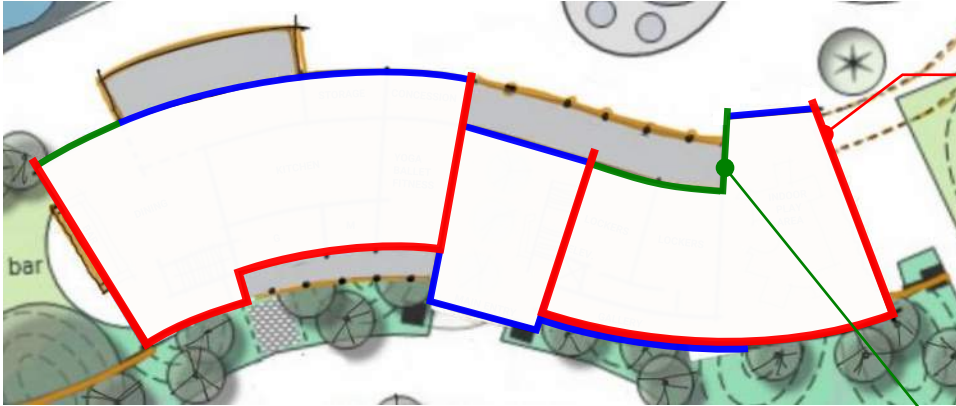
Cuningham



Ramsey Waterfront Community Building
 Floor Plan – Ground Floor



Ramsey Waterfront Community Building
 Floor Plan - Second Level



Ground Floor - Exterior Wall Type Key
 Floor to Floor Height: 15'

Stone Finish Insulated Wall System

- Stone Veneer
- Rigid Insulation
- Exterior Sheathing
- Wall Framing w/Batt Insulation
- Interior Sheathing

Approximate Material Take-Offs

Level 1: 8,900 SF
 Level 2: 4,300 SF
TOTAL: 13,200 SF

Insulated Plaster Wall System

- Exterior Plaster with Integral Color
- Rigid Insulation
- Exterior Sheathing
- Wall Framing w/Batt Insulation
- Interior Sheathing

Approximate Material Take-Offs

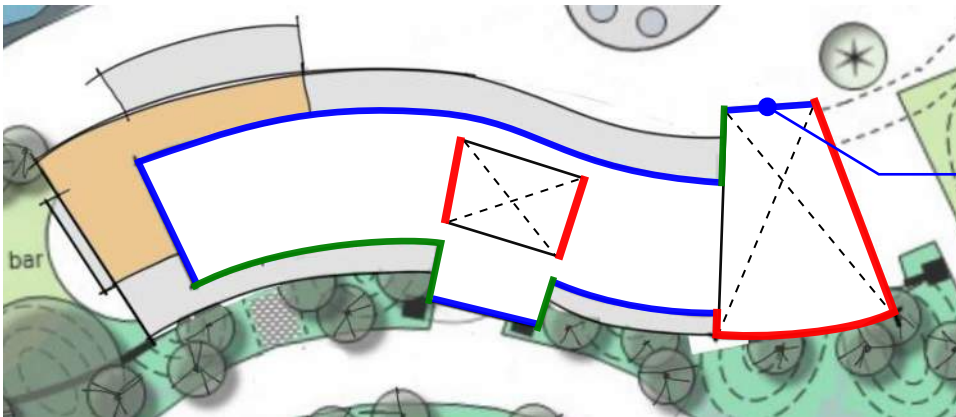
Level 1: 1,900 SF
 Level 2: 3,200 SF
TOTAL: 5,100 SF

Timber Curtain Wall System

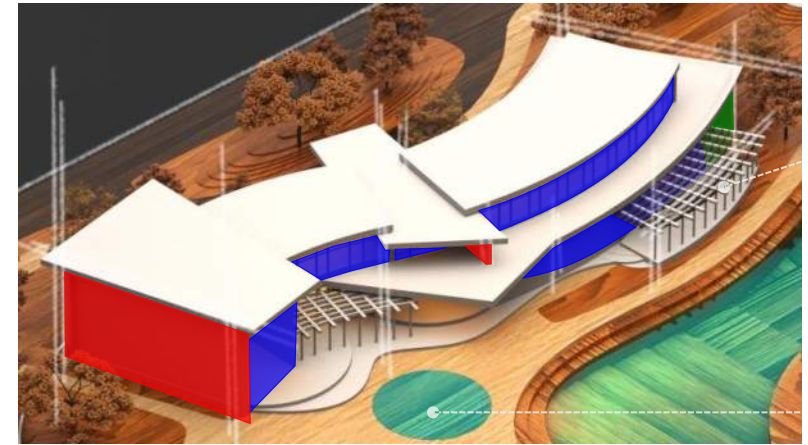
- Low-e Insulated Glazing Units
- Thermally broken framing

Approximate Material Take-Offs

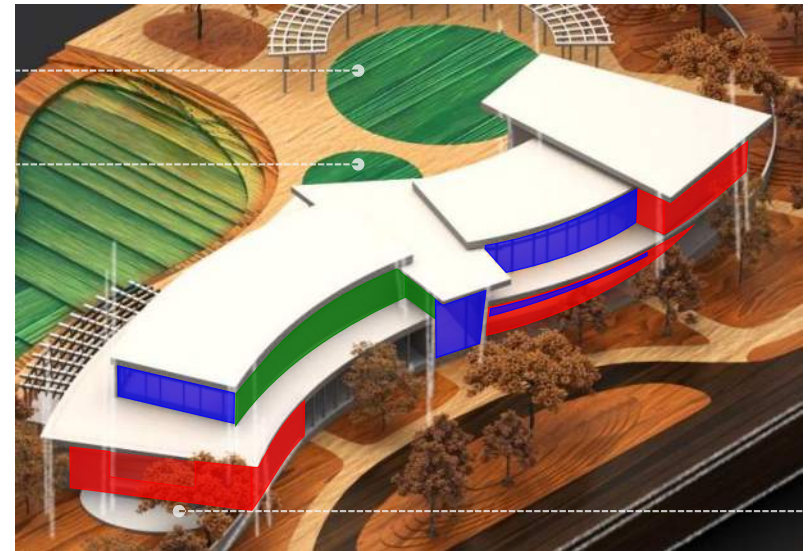
Level 1: 4,800 SF
 Level 2: 7,100 SF
TOTAL: 11,900 SF



Second Floor - Exterior Wall Type Key
 Floor to Roof Height: 17'

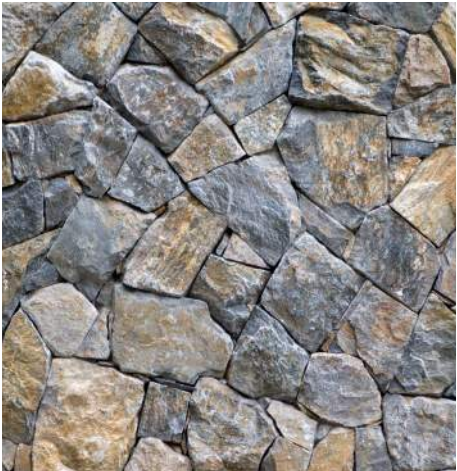


3D View - Looking Southwest



3D View - Looking Northeast

Exterior/Interior Stone Finish



Exterior Plaster Finish

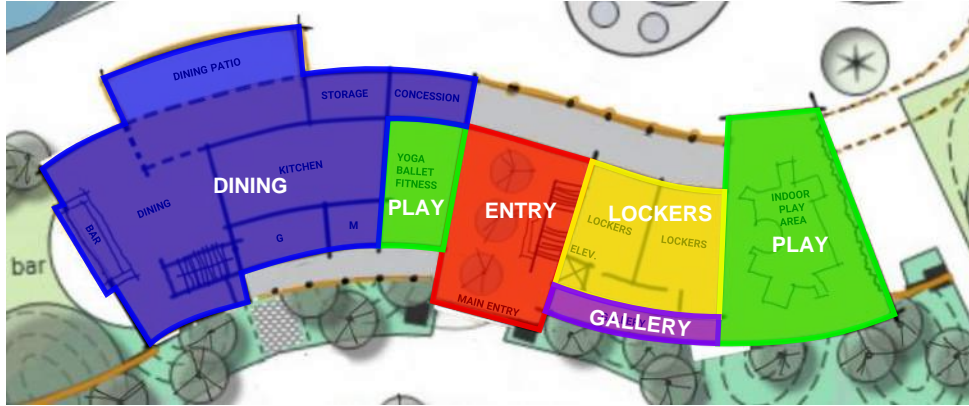


Timber Curtain Wall

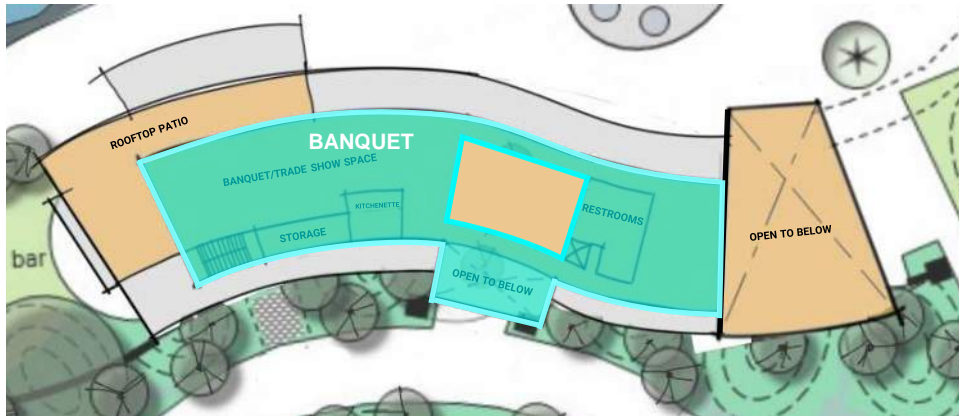


Heavy Timber Construction





Ground Floor - Room Type Categories



Second Floor - Room Type Categories

Interior Finishes by Room Type Category:

Dining Areas

- Upscale pub finishes, exposed timber structure and ceiling
- Kitchen areas: washable wall/ceiling surfaces

Play Areas (Yoga/Indoor Play Area)

- Durable finishes with rubberized flooring
- Sound insulation on the walls; acoustic ceiling tiles
- Indoor play area: ~75 linear feet of climbing wall + indoor play structure

Entry

- Interior stone veneer on walls to match exterior facades
- Expansive curtain wall with low-E glass
- Exposed timber structure and ceiling

Lockers

- Resilient/utilitarian finishes
- Expansive curtain wall with low-E glass
- Exposed timber structure and ceiling

Lockers

- Painted gypsum board walls
- Accommodations for mounted art on north/south wall
- Clerestory window on south wall for natural light

Banquet

- Painted gypsum board walls, exposed ceiling structure
- East wall: windows down into play area

Lockers/Play Area



Play Area



Gallery/Banquet



Dining



2024 Hourly Rates

Description	Rate
Project Executive	\$335
Project Director	\$305
Senior Planner	\$290
Senior Project Manager	\$260
Senior Professional	\$235
Project Manager	\$225
Planner	\$220
Project Professional II	\$205
Project Professional I	\$160
Designer II	\$150
Designer I	\$125
Project Coordinator	\$120

Rates will escalate annually at a rate of 5%.



 **AIA**[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

and the Architect:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Exhibit

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

Exhibit

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Exhibit

.2 Civil Engineer:

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

Init.

Exhibit

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Init.

Exhibit

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in

Init.

Exhibit

terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

Exhibit

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

Exhibit

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the

Exhibit

Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to

Exhibit

Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	
§ 4.1.1.5 Site evaluation and planning	
§ 4.1.1.6 Building Information Model management responsibilities	
§ 4.1.1.7 Development of Building Information Models for post construction use	

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§ 4.1.1.8	Civil engineering	
§ 4.1.1.9	Landscape design	
§ 4.1.1.10	Architectural interior design	
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in

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Exhibit

accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 () reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 () visits to the site by the Architect during construction
- .3 () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 () inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion

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of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

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- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

Exhibit

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

Exhibit

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

Exhibit

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Exhibit

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:

(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	percent (%)
Design Development Phase	percent (%)
Construction Documents Phase	percent (%)
Procurement Phase	percent (%)
Construction Phase	percent (%)
 Total Basic Compensation	 one hundred	 percent (100	 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

Init.

Exhibit

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

Exhibit

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:

(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

ARCHITECT (Signature)

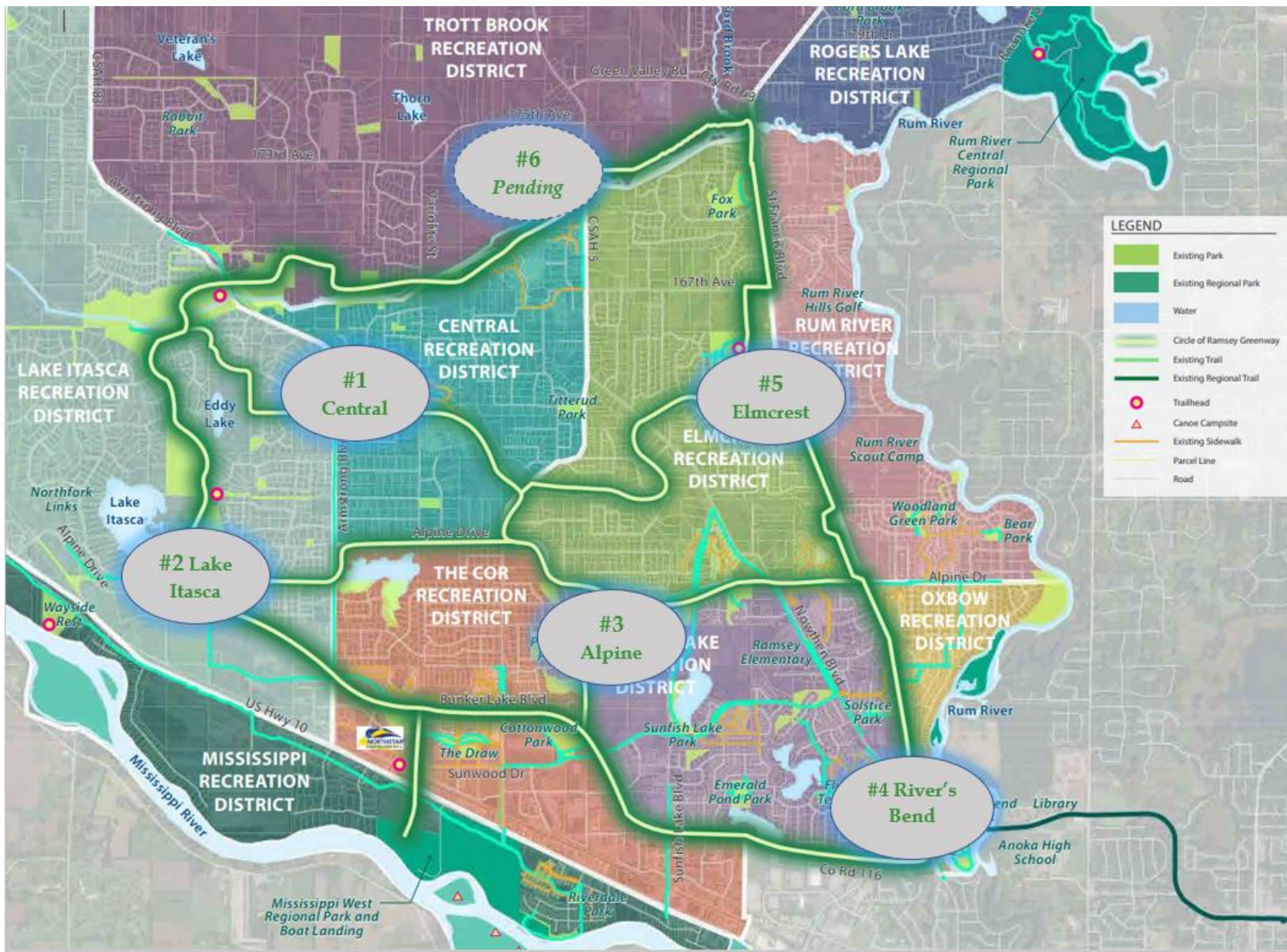
(Printed name and title)

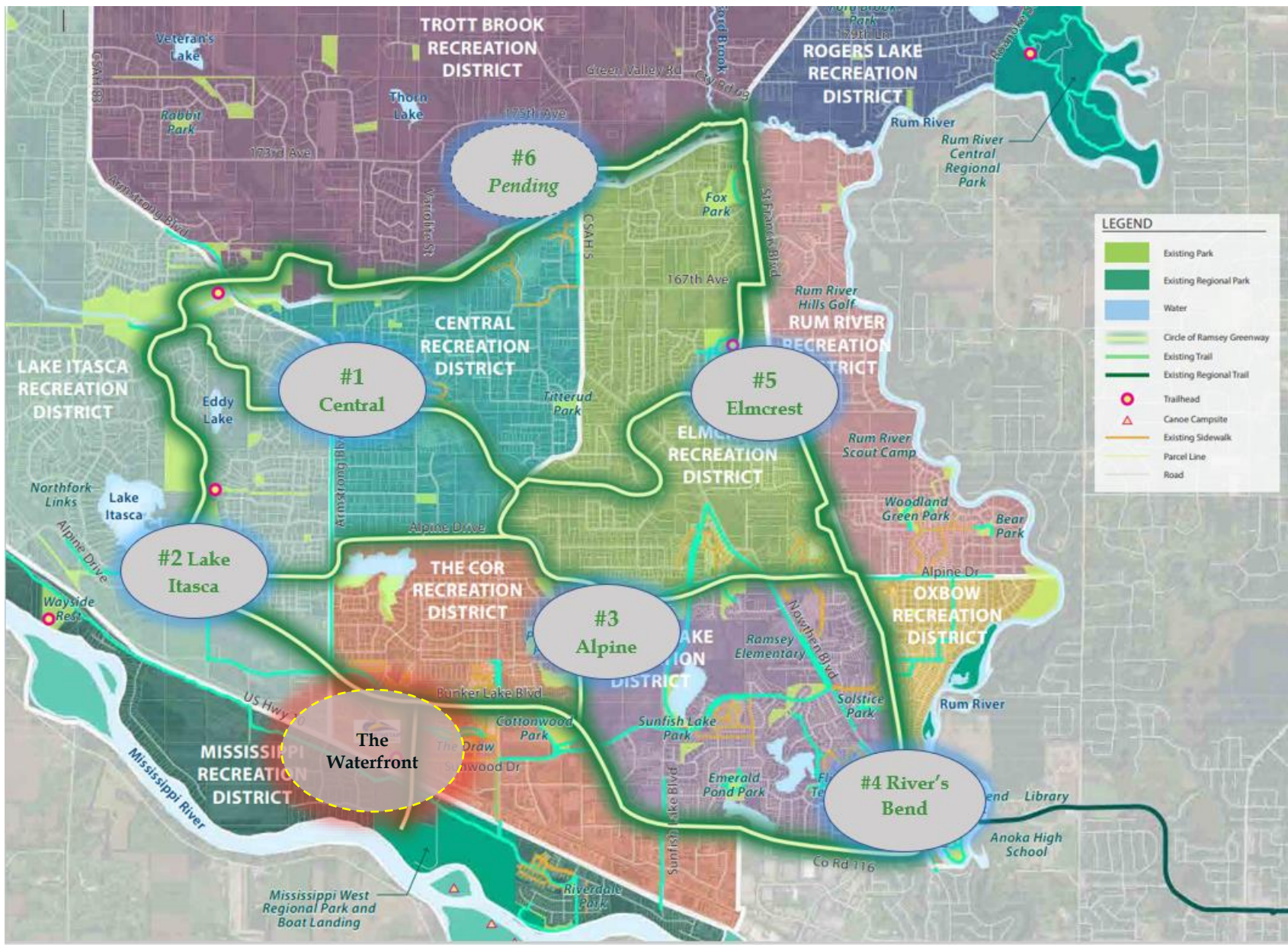
(Printed name, title, and license number, if required)

Exhibit

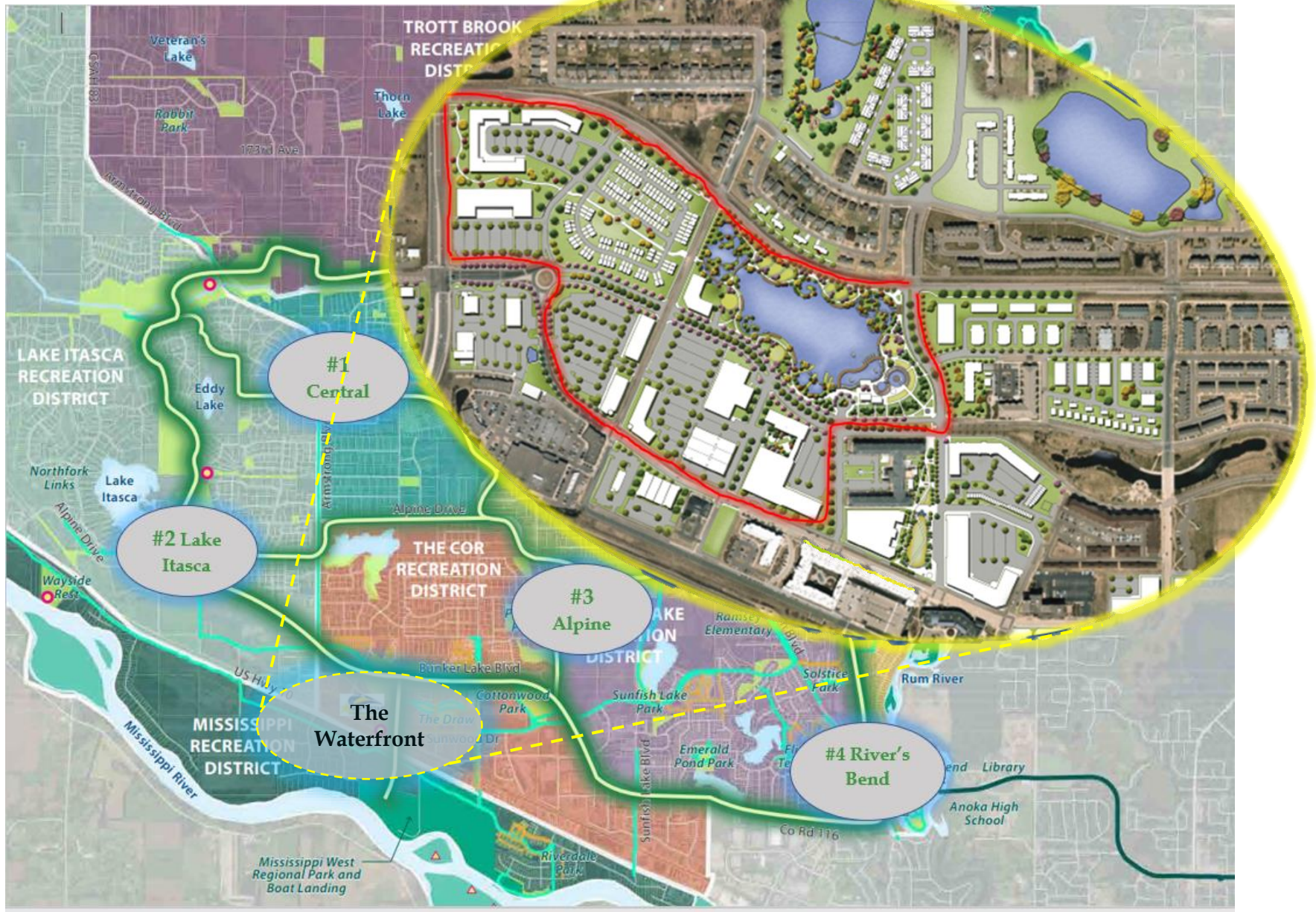
THE WATERFRONT - STATUS OF COMMUNITY BUILDING/SPLASH PAD PLANNING

PRELIMINARY PLANNING BY:
CUNINGHAM GROUP ARCHITECTURE
JACOBSON LANDSCAPE ARCHITECTURE

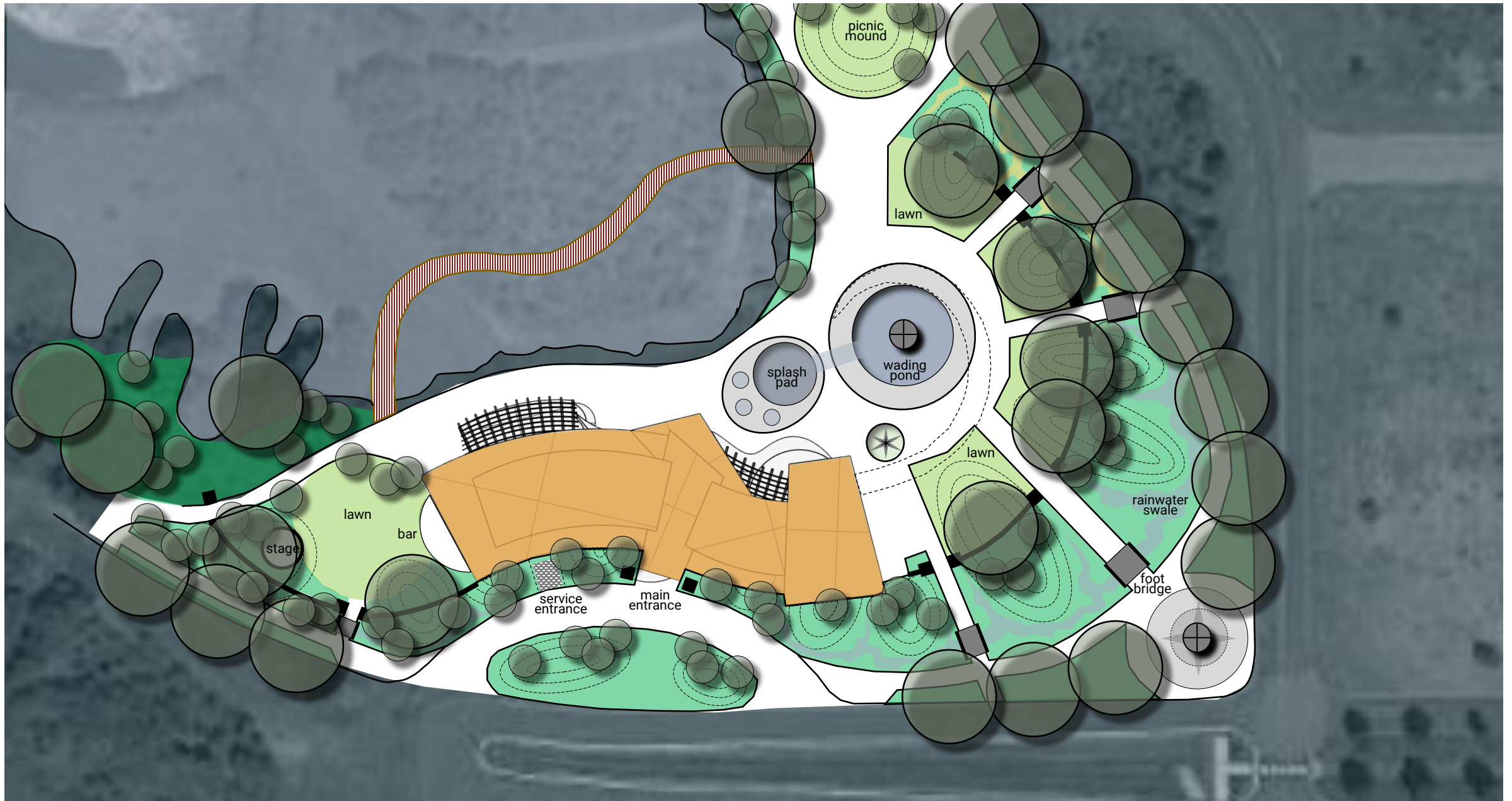




Ramsey Waterfront Community Building
Community Park Distribution Map



Ramsey Waterfront Community Building
Community Park Distribution Map



Ramsey Waterfront Community Building
Landscape

GRADING FOR AESTHETICS



GRADING FOR STORMWATER



LIGHTING EFFECTS



SHORELINE TREATMENT



OPEN SAVANA CHARACTER



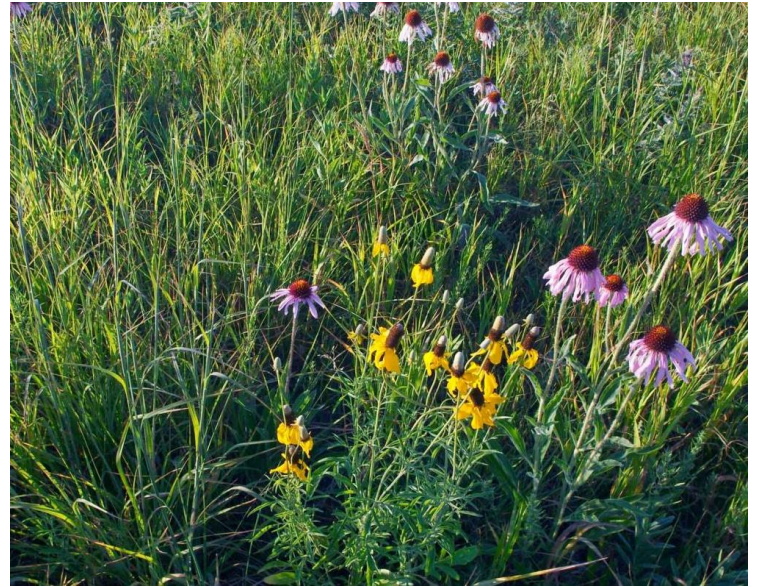
MULTI-TRUNK UNDERSTORY



BEE-FRIENDLY LAWN



SHORT-GRASS PRAIRIE



BOARDWALK



WADING POND



OUTDOOR GAME AREA

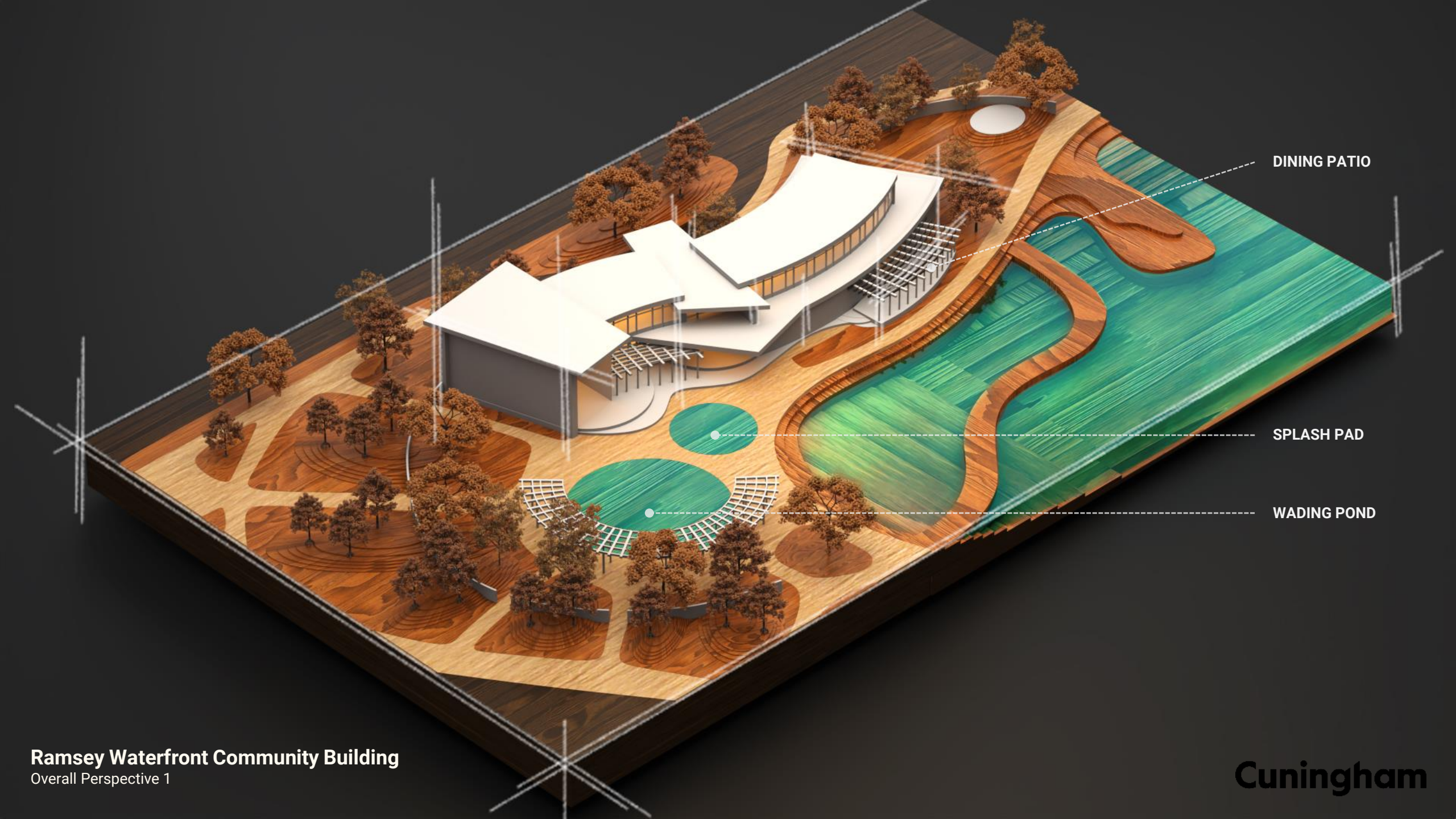


OUTDOOR HEARTH



OUTDOOR GAME AREA





DINING PATIO

SPLASH PAD

WADING POND

Ramsey Waterfront Community Building
Overall Perspective 1



WADING POND

SPLASH PAD

BAR PATIO

Ramsey Waterfront Community Building
Overall Perspective 2



Ramsey Waterfront Community Building
 Floor Plan – Ground Floor

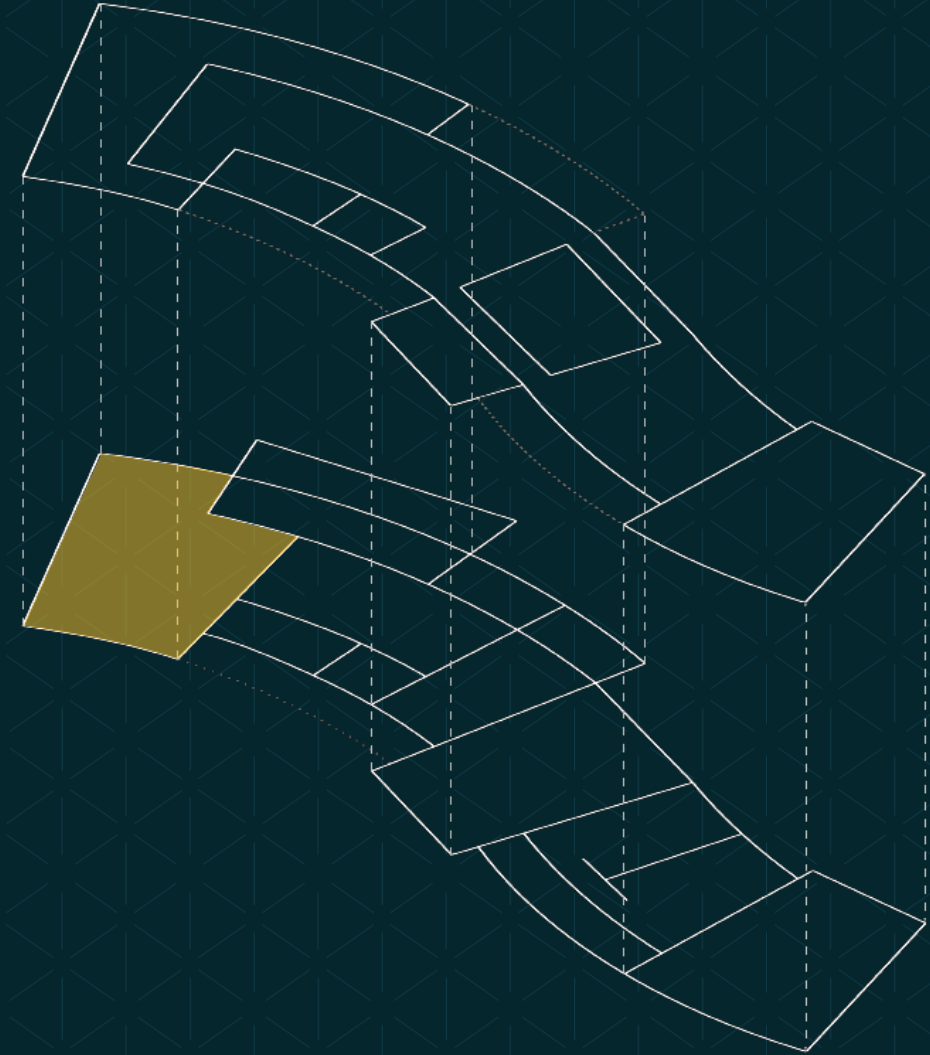


Ramsey Waterfront Community Building
Floor Plan - Second Level

DINING



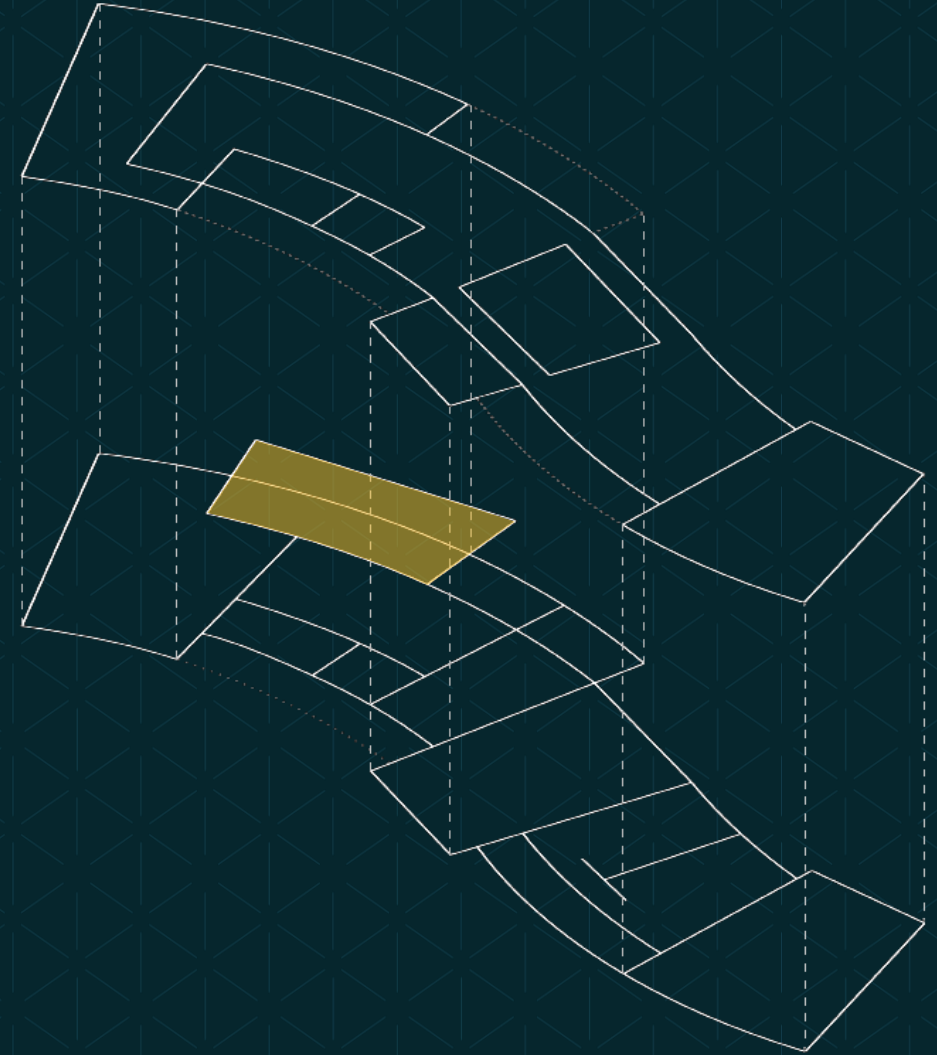
Ramsey Waterfront Community Building
Program



DINING PATIO



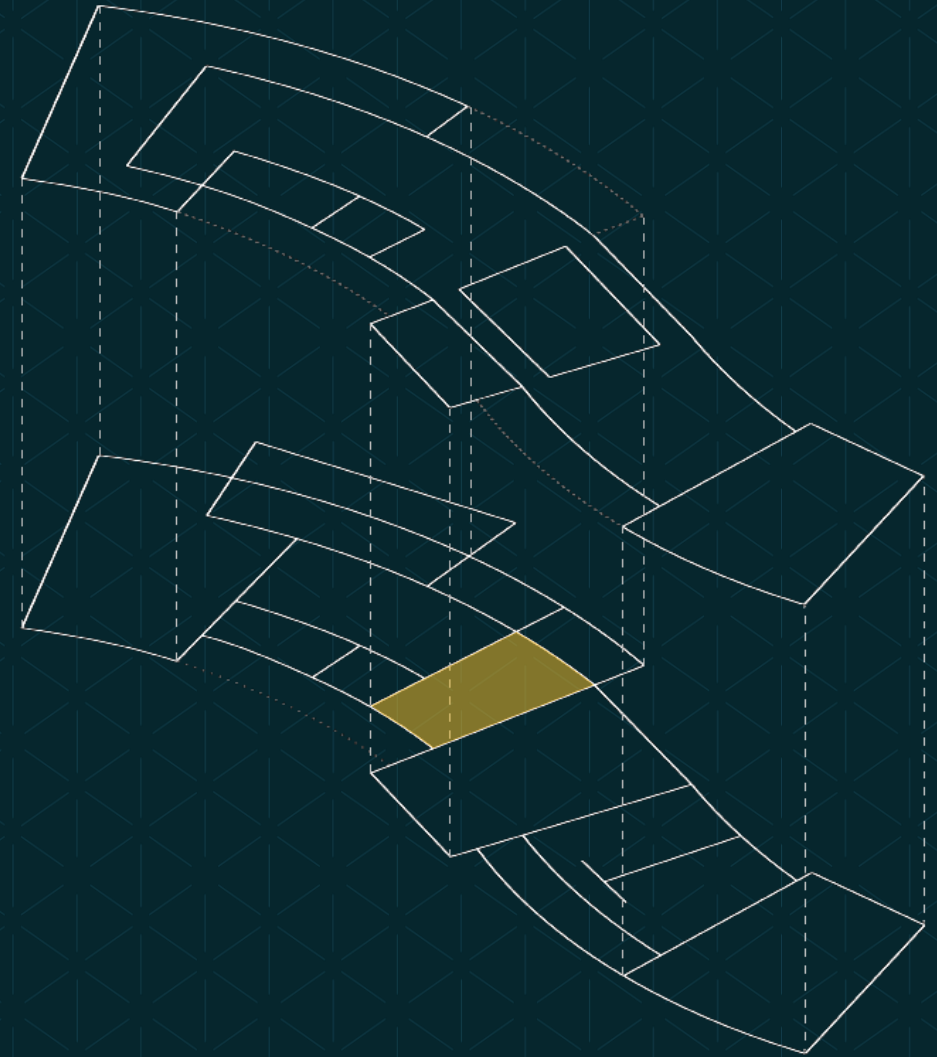
Ramsey Waterfront Community Building
Program



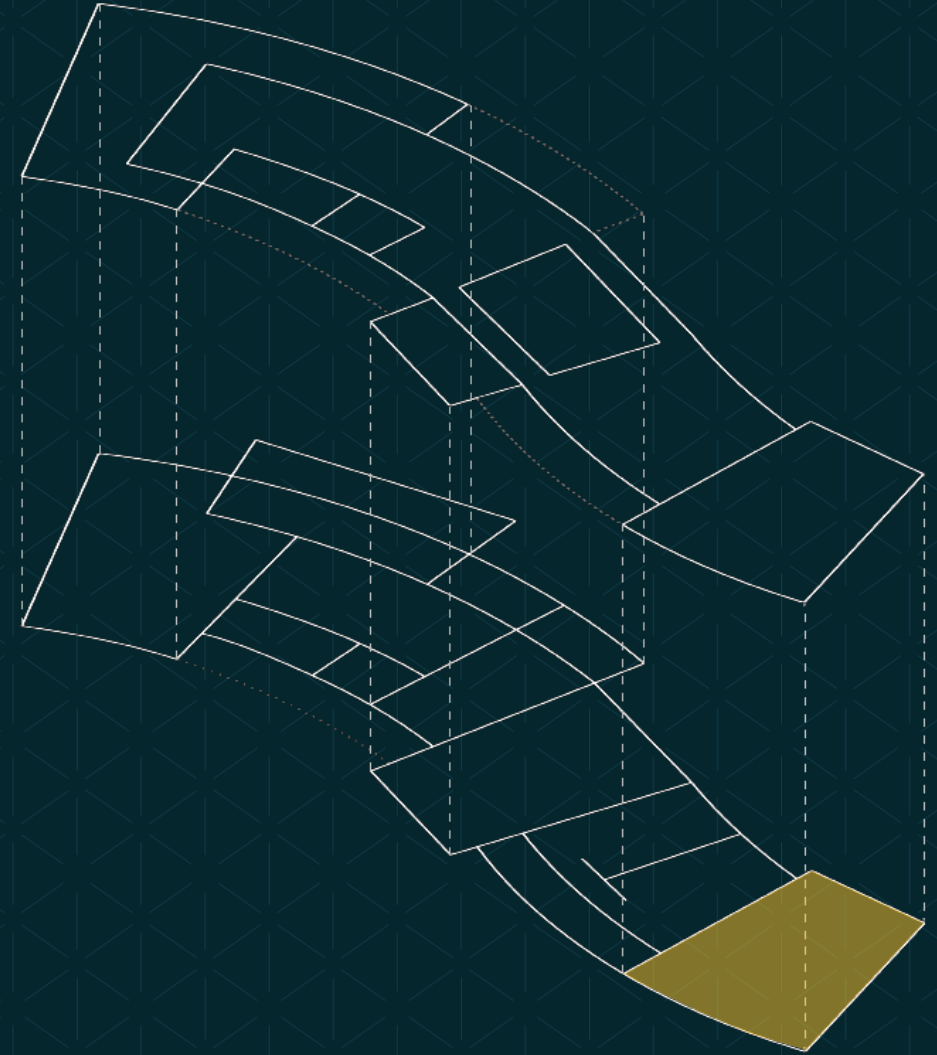
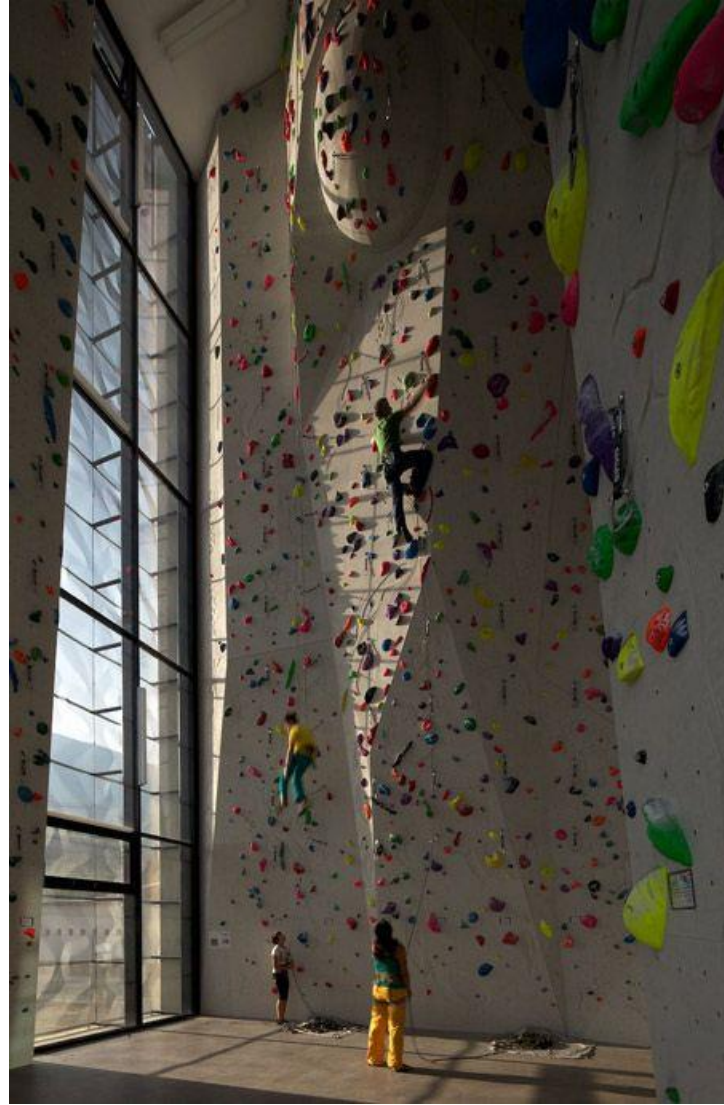
YOGA/BALLET/FITNESS



Ramsey Waterfront Community Building
Program



INDOOR PLAY AREA

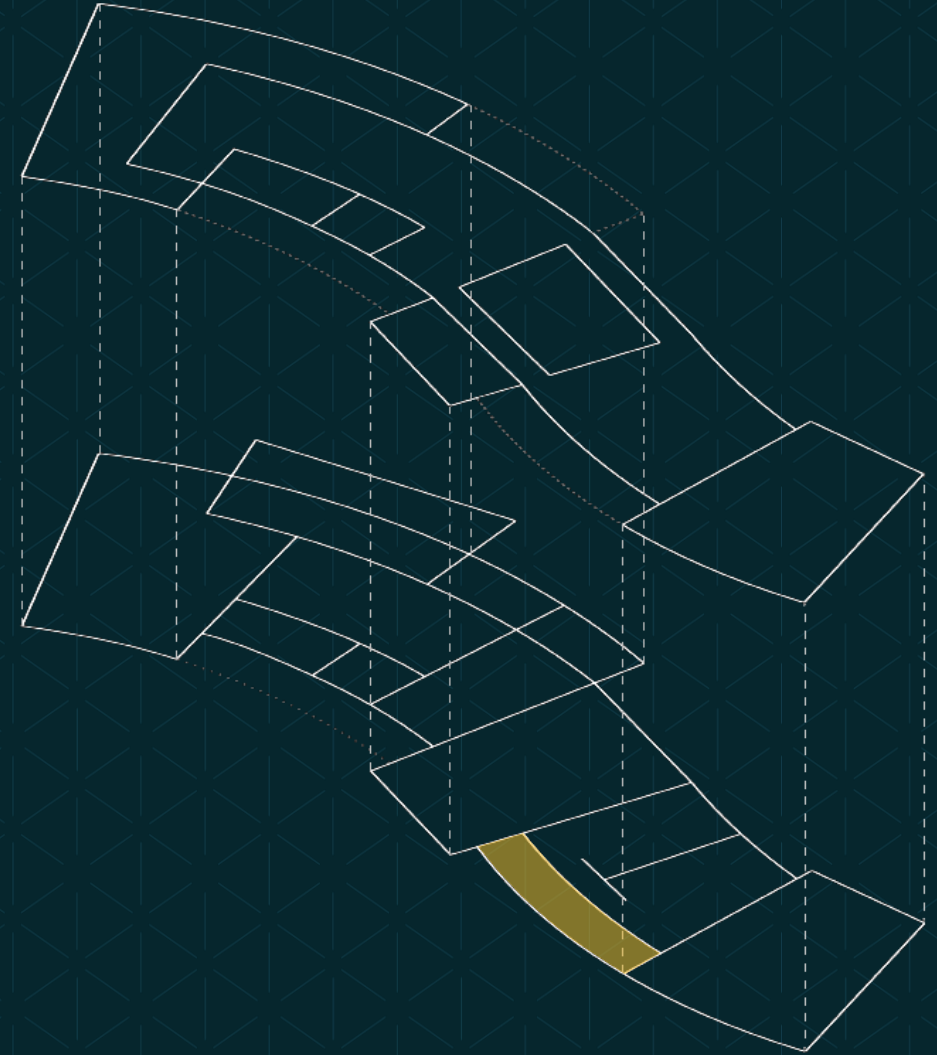


Ramsey Waterfront Community Building
Program

GALLERY



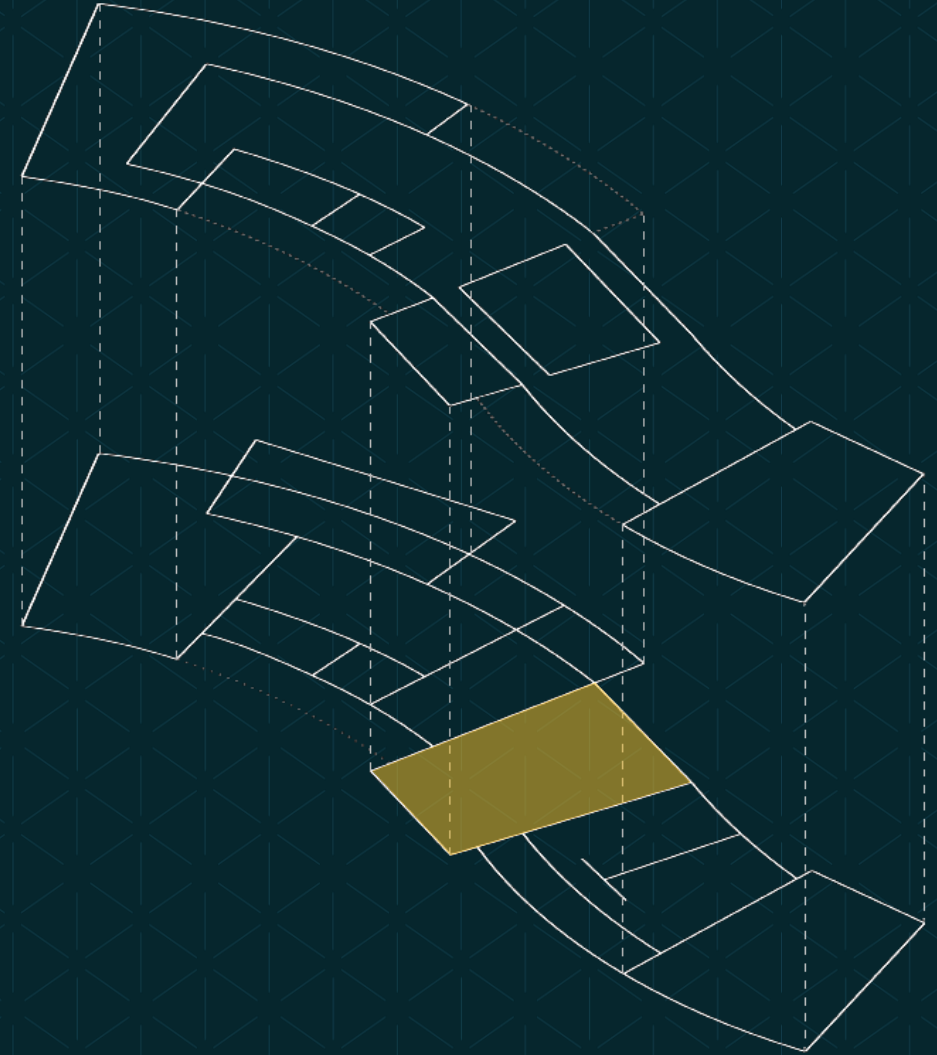
Ramsey Waterfront Community Building
Program



MAIN ENTRY



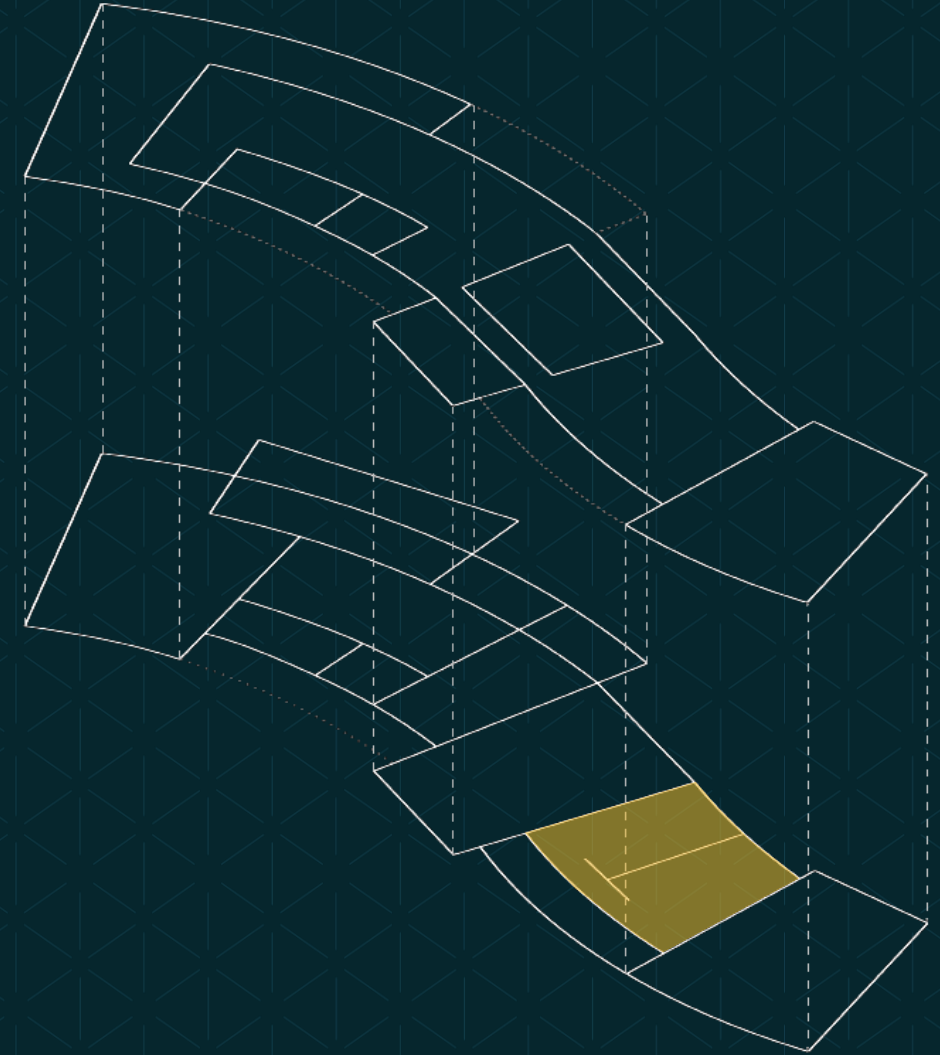
Ramsey Waterfront Community Building
Program



LOCKERS



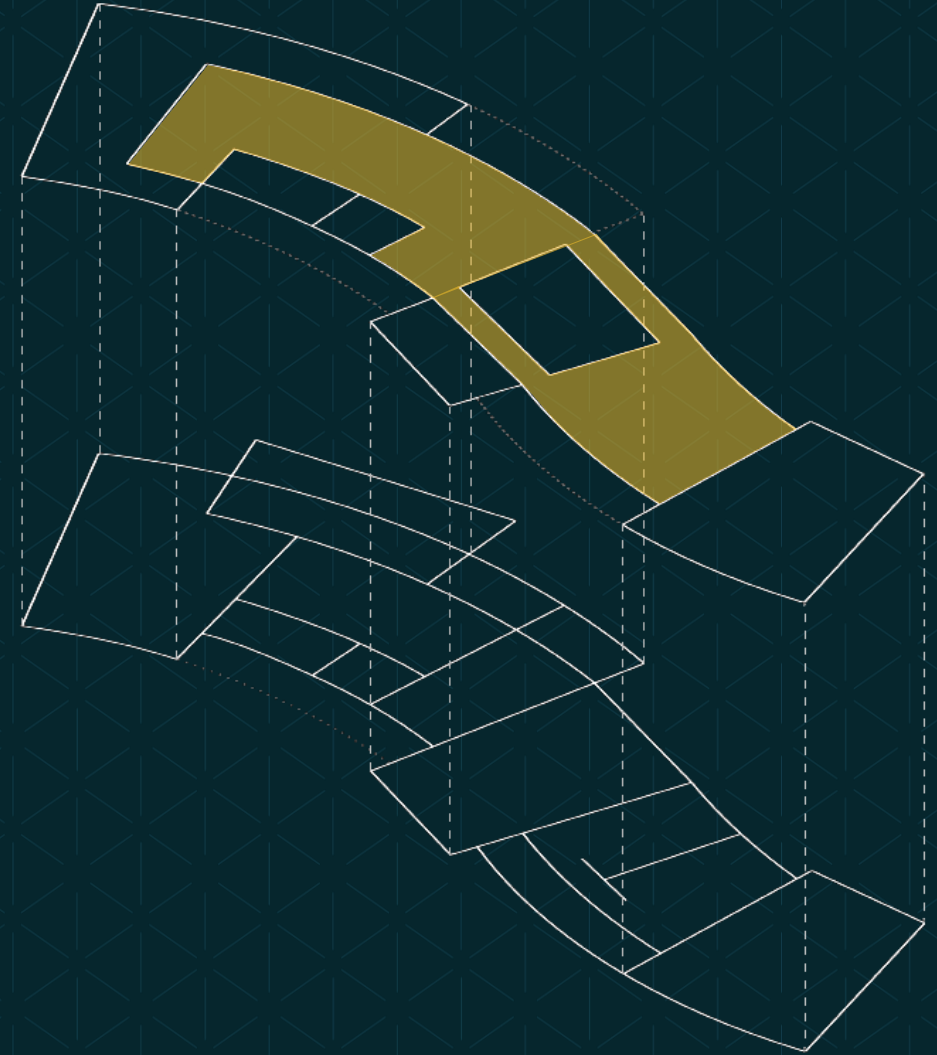
Ramsey Waterfront Community Building
Program



BANQUET/TRADE SHOW SPACE



Ramsey Waterfront Community Building
Program





Ramsey Waterfront Community Building

A large, stylized letter 'C' logo on the left side of the image. The 'C' is filled with a teal color and contains a white grid pattern of thin lines. The rest of the background is a solid dark teal color.

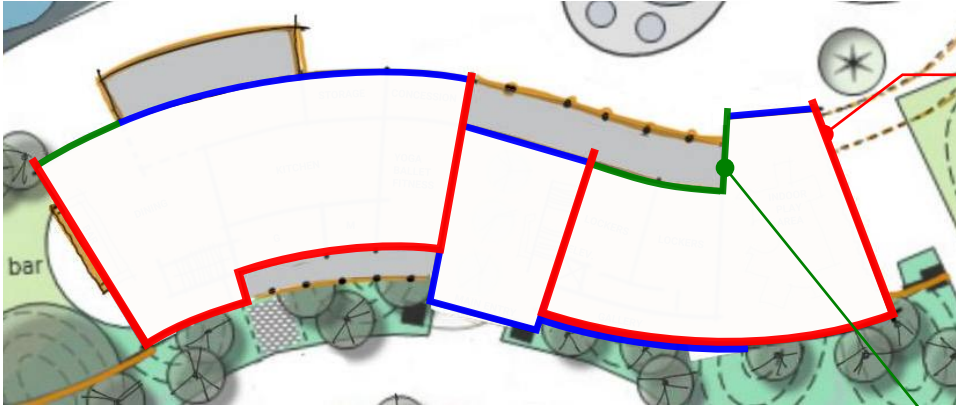
Cunningham



Ramsey Waterfront Community Building
 Floor Plan – Ground Floor



Ramsey Waterfront Community Building
 Floor Plan - Second Level



Ground Floor - Exterior Wall Type Key
Floor to Floor Height: 15'

Stone Finish Insulated Wall System

- Stone Veneer
- Rigid Insulation
- Exterior Sheathing
- Wall Framing w/Batt Insulation
- Interior Sheathing

Approximate Material Take-Offs

Level 1: 8,900 SF
Level 2: 4,300 SF
TOTAL: 13,200 SF

Insulated Plaster Wall System

- Exterior Plaster with Integral Color
- Rigid Insulation
- Exterior Sheathing
- Wall Framing w/Batt Insulation
- Interior Sheathing

Approximate Material Take-Offs

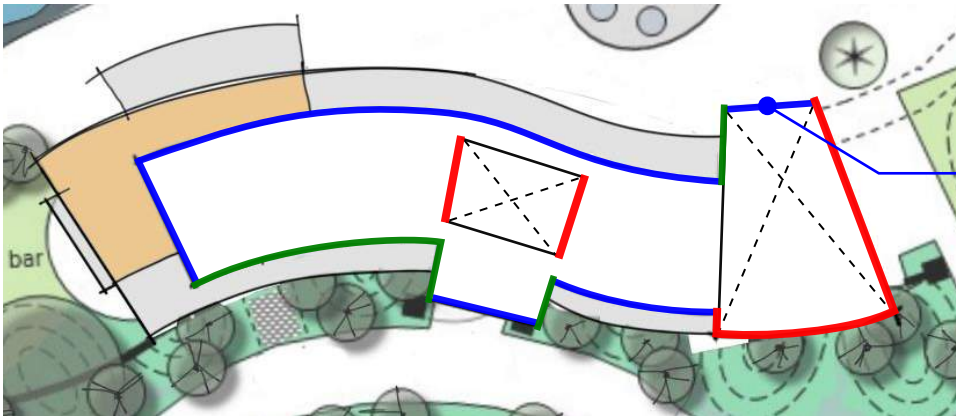
Level 1: 1,900 SF
Level 2: 3,200 SF
TOTAL: 5,100 SF

Timber Curtain Wall System

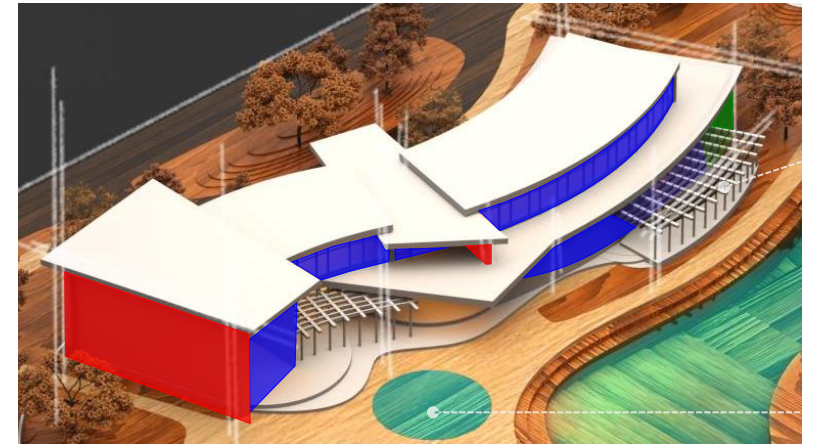
- Low-e Insulated Glazing Units
- Thermally broken framing

Approximate Material Take-Offs

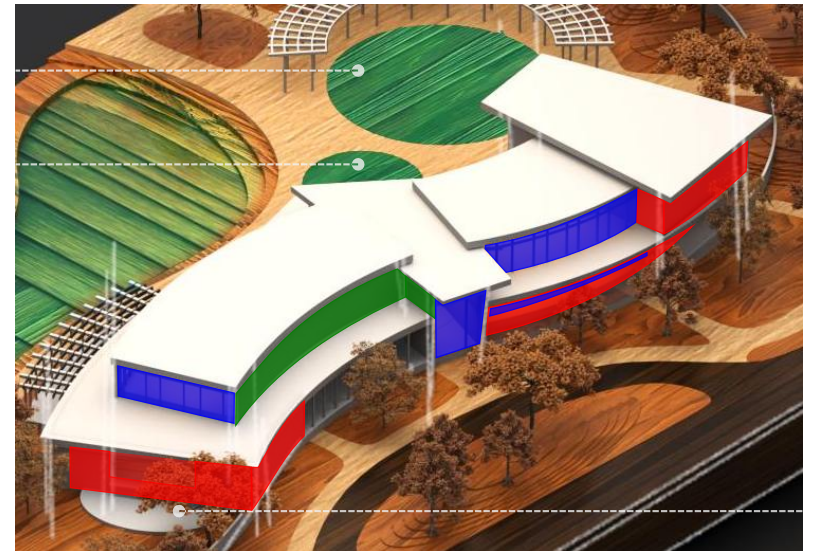
Level 1: 4,800 SF
Level 2: 7,100 SF
TOTAL: 11,900 SF



Second Floor - Exterior Wall Type Key
Floor to Roof Height: 17'



3D View - Looking Southwest



3D View - Looking Northeast

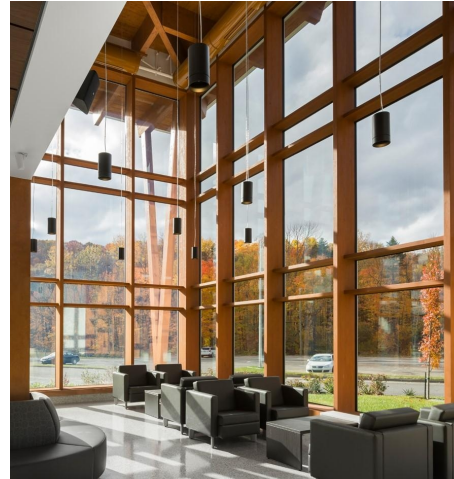
Exterior/Interior Stone Finish



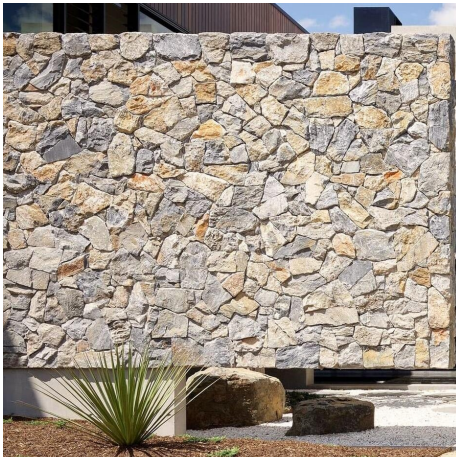
Exterior Plaster Finish

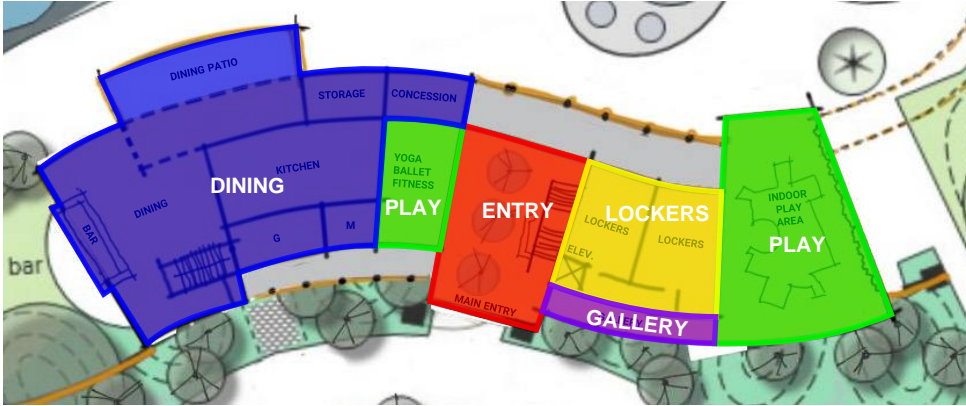


Timber Curtain Wall

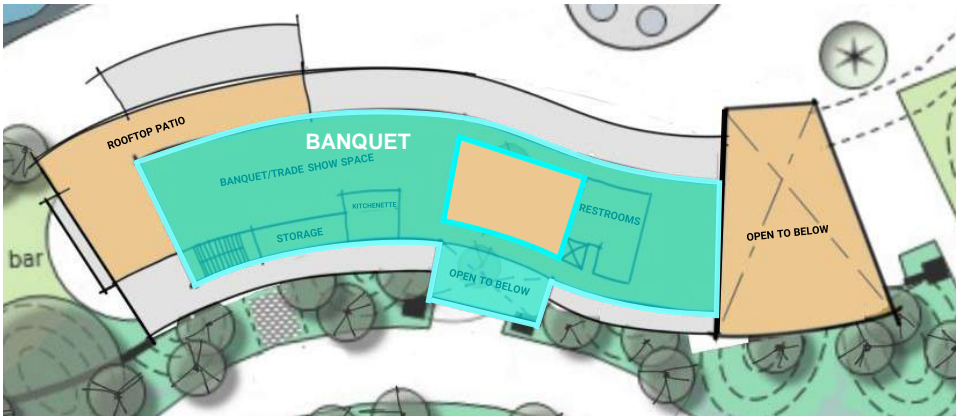


Heavy Timber Construction





Ground Floor - Room Type Categories



Second Floor - Room Type Categories

Interior Finishes by Room Type Category:

Dining Areas

- Upscale pub finishes, exposed timber structure and ceiling
- Kitchen areas: washable wall/ceiling surfaces

Play Areas (Yoga/Indoor Play Area)

- Durable finishes with rubberized flooring
- Sound insulation on the walls; acoustic ceiling tiles
- Indoor play area: ~75 linear feet of climbing wall + indoor play structure

Entry

- Interior stone veneer on walls to match exterior facades
- Expansive curtain wall with low-E glass
- Exposed timber structure and ceiling

Lockers

- Resilient/utilitarian finishes
- Expansive curtain wall with low-E glass
- Exposed timber structure and ceiling

Lockers

- Painted gypsum board walls
- Accommodations for mounted art on north/south wall
- Clerestory window on south wall for natural light

Banquet

- Painted gypsum board walls, exposed ceiling structure
- East wall: windows down into play area

Lockers/Play Area



Play Area



Gallery/Banquet



Dining





THE WATERFRONT

RAMSEY, MN

DECEMBER 14, 2023

DF/ DAMON FARBER LANDSCAPE ARCHITECTS

CONCEPT DEVELOPMENT

BACKGROUND - MASTER PLAN



BACKGROUND - PROGRAM ELEMENTS



PICNIC MOUND



REFLECTION POND / SHOAL



BOARDWALK



WATER PLAY & LIGHTING



BEER GARDEN



PLAZA



FLEXIBLE LAWN



DINING TERRACE

PROCESS - REGULATIONS & CODES



WADING POOL:

Wading pools are shallow pools that are usually less than two feet deep. They're best for young children to splash around and cool off without having to worry about swimming. Wading pools are governed by the MN pool code.

- **Defining Features:** 2' standing water depth, can also incorporate fountains, jets, structural play elements
- **Seasonal Interest:** Open when the temperature is 65 degrees and higher.
- **Depth**
Min: 2" Max: 24"
- **Fencing:** Yes - code now requires a 48" high perimeter fence.
- **Rules:** Requires the direct supervision by an adult caregiver.
- **Revenue:** Possible - Staff could monitor access at fence gate.
- **Capacity:** Varies depending on size. 15 square feet per bather.
- **Approximate Days of Use:** 100



SPLASH PAD:

Traditional splash pads are fountain/water features intended for recreational use and designed to contain no more than 1 inch of water depth. Splash pads vary greatly in design, scale and features, but in general they allow users interact with bubblers, water nozzles and sprinklers and fountains.

- **Defining Features:** 1" max standing water depth with interactive fountains, jets, structural play elements
- **Seasonal Interest:** Open when the temperature is 65 degrees and higher.
- **Depth**
Min: 0" / Zero Entry Max: 2"
- **Fencing:** Fencing is not required
- **Rules:** Not required, but recommended for caregivers to accompany and supervise children
- **Revenue:** If the design includes a fenced area - revenue generation is possible.
- **Capacity:** Varies depending on size. 15 square feet per bather.
- **Approximate Days of Use:** 100



ARCHITECTURAL WATER PLAY:

Custom experience for users. Artistic/sculptural features provide outdoor interest for users throughout all seasons. Contextually unique design affords users a sensory destination even when water features are not available.

- **Defining Features:** Integrated sculptural/interpretive water features
- **Seasonal Interest:** Open when the temperature is 65 degrees and higher. Lights and artistic/sculptural features provide 4 season interest.
- **Depth**
Min: 0" / Zero Entry Max: 24"
- **Fencing:** Not required, but recommended for caregivers to accompany and supervise children
- **Rules:** If the design includes a fenced area - revenue generation is possible.
- **Revenue:** Somewhat (private/reserved private events)
- **Capacity:** Varies depending on size. 15 square feet per bather.
- **Approximate Days of Use:** 365

CASE STUDY - WATER FEATURE

CENTRAL PARK MAPLE GROVE, MN

- Equipment/Features: 49 Jet Sprays And 18 Arching Sprays
- Chlorinated: Fountain water is chlorinated and recycled through a filtration system in the lower level of the community building.
- Surrounding Area: Concrete & Unit Paver Hardscape Patio
- Water Depth: 0" / Spray Only
- Lighting: Led Lights Turn The Fountain Into A Light Show Once The Sun Goes Down
- Targeted Age Group: All Age Groups
- Seasons of Use: Open year-round (water in warmer temps)

WATER PLAY USER CAPACITY 150



Project Design By Damon Farber



CASE STUDY - WATER FEATURE

WABUN PARK WADING POOL MINNEAPOLIS, MN

- Equipment/Features: Wading Pool With Spraying Rock Structure
- Chlorinated: Fountain water is chlorinated and recycled through a filtration system and the water is reused just like in a swimming pool
- Surrounding Area: Concrete with Furnishings & Umbrellas
- Water Depth: Zero-Depth Entry To 24" Depth @ Deepest
- Fencing: Yes - 42" perimeter fencing per MN wading pool code.
- Targeted Age Group: Tot - 12 Years
- Seasons of Use: Summer Only

WATER PLAY USER CAPACITY 140



CASE STUDY - WATER FEATURE

ELEPHANT PARK LONDON, UK

- Equipment/Features: "Village" Pumps, Jets, Water Cascades, Rock Channels, Babbling Stream, Sand Pits
- Surrounding Area: Sand Play, Lawn, Stone Paving, Landscaping
- Water Depth: Zero-Depth Entry To 3"
- Lighting: Perimeter Post Lights
- Targeted Age Group: Tot - 18 Years
- Seasons of Use: Open year-round (water in warmer temps)

WATER PLAY USER CAPACITY 400



CASE STUDY - WATER FEATURE

MADRID RIO PARK MADRID, SPAIN

- Equipment/Features: Splash Pads with Water Jets
- Surrounding Area: Unit Pavers, Lawn, Landscaping
- Water Depth: Zero-Depth Entry To 1"
- Lighting: Park Lamp Posts
- Targeted Age Group: All Ages
- Seasons of Use: Open year-round (water in warmer temps)

WATER PLAY USER CAPACITY 900



SUMMARY - CASE STUDIES



4,000 SF OF WATER PLAY

CENTRAL PARK - MAPLE GROVE, MN

- Jet & Arching Spray Pad
- Recycled Water Via Filtration System
- Hardscape Perimeter Patio w/ Seatwalls
- 0" Depth Water - Spray Only
- Integrated LED Fountain Lighting
- No Fencing
- All Age Groups



6,500 SF OF WATER PLAY

WABUN WADING POOL - MINNEAPOLIS, MN

- Wading Pool With Spraying Rock Structure, Sprayers
- Recycled Water Via Filtration System
- 2 Umbrellas @ Patio
- Zero-Depth Entry To 24" Depth @ Deepest
- 42" Fencing
- Tot - 12 Years Targeted Age Group



10,000 SF OF WATER PLAY

ELEPHANT PARK - LONDON, UK

- "Village" Pumps, Jets, Water Cascades, Rock Channels, Babbling Stream, Sand Pits
- Chlorinated: Unknown
- Lush Planted Edges
- Zero-Depth Entry To 1"
- Perimeter Post Lights
- Fencing: Unknown
- Tot - 12 Years Targeted Age Group

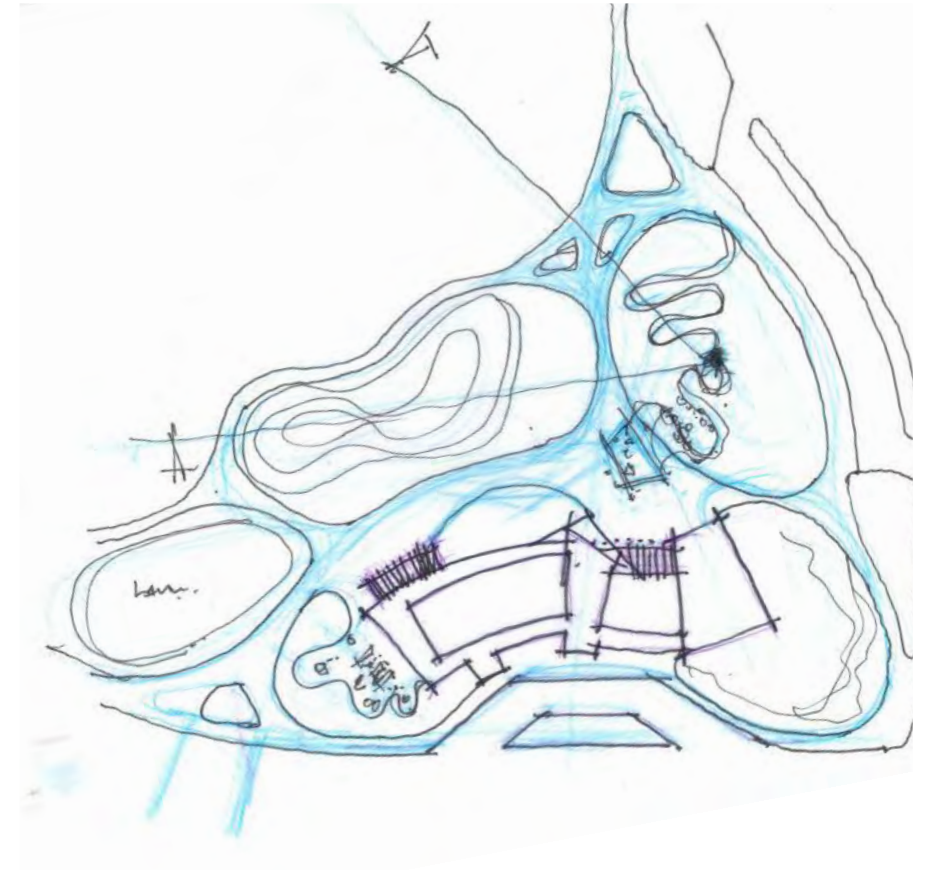
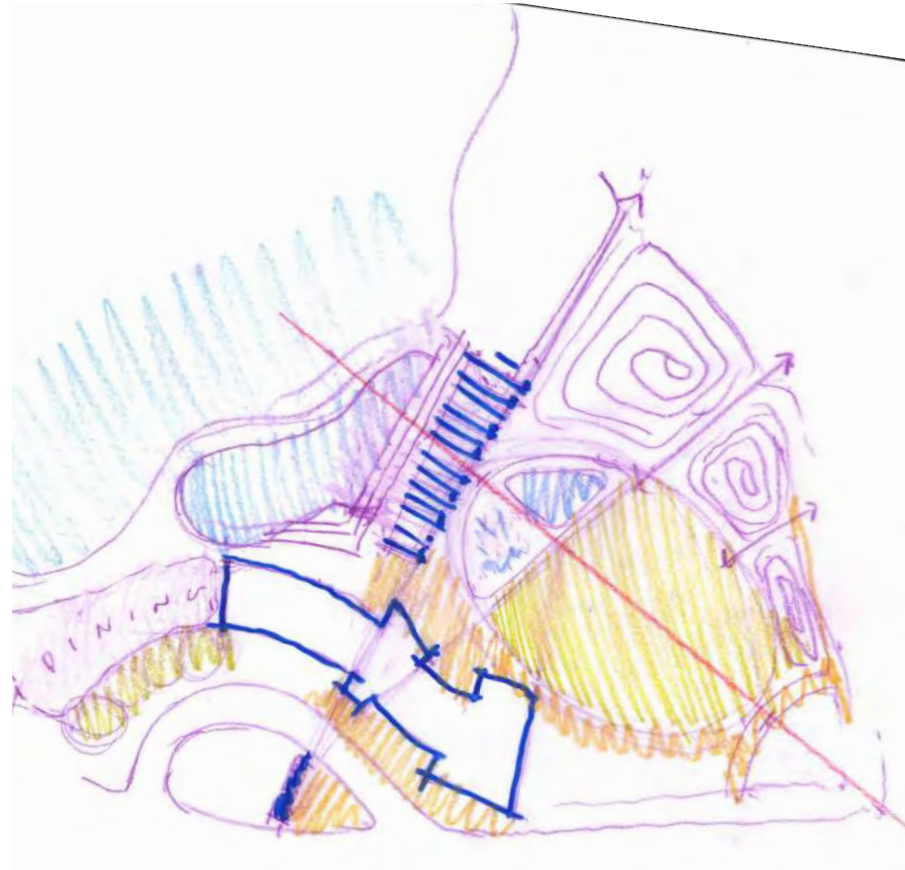


25,500 SF OF WATER PLAY

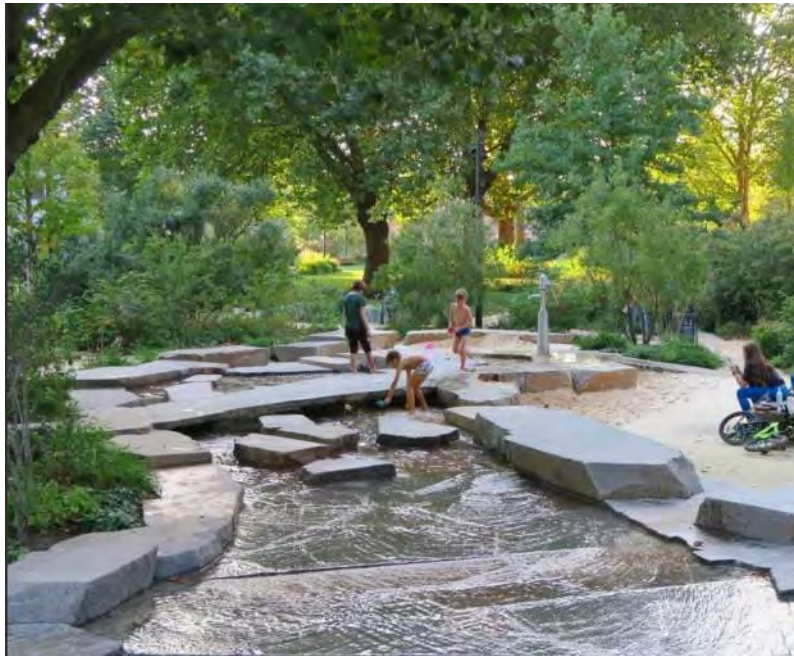
MADRID RIO PARK - MADRID, SPAIN

- Wading Pool Series (3), Jets
- Chlorinated: N/A
- Hardscape Perimeter With Grass And Planted Canopy
- Zero-Depth Entry To 24"
- Park Lamp Posts
- No Fencing
- All Age Groups

PROCESS - CONCEPT DEVELOPMENT



CONCEPT 1

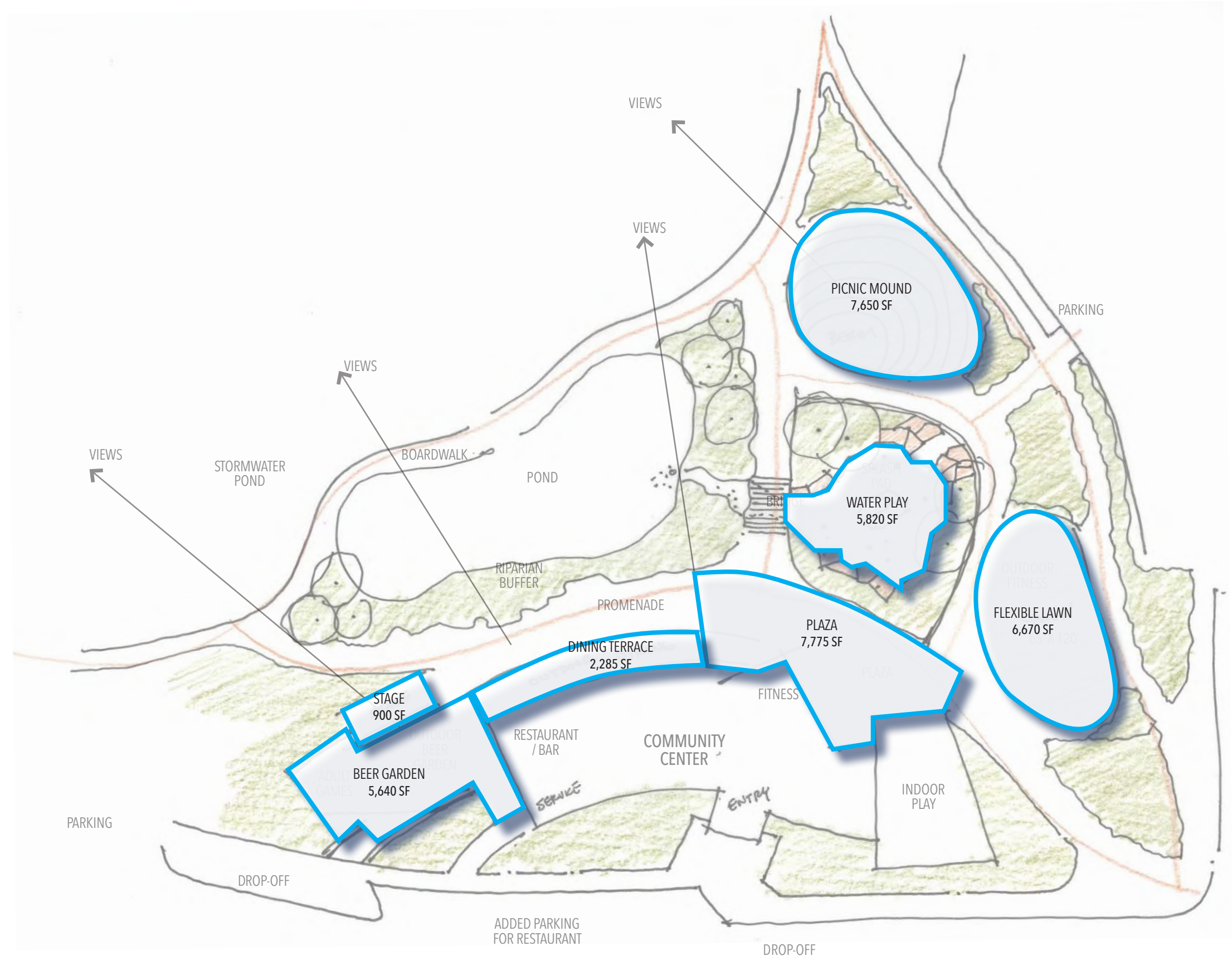


CONCEPT 1 PROGRAM

SPACE PROGRAMMING

FLEXIBLE LAWN	6,670 SF
PICNIC MOUND	7,650 SF
WATER PLAY	5,820 SF
PLAZA	7,775 SF
DINING TERRACE	2,285 SF
BEER GARDEN	5,640 SF
STAGE	900 SF

WATER PLAY USER CAPACITY 375



CONCEPT 1A

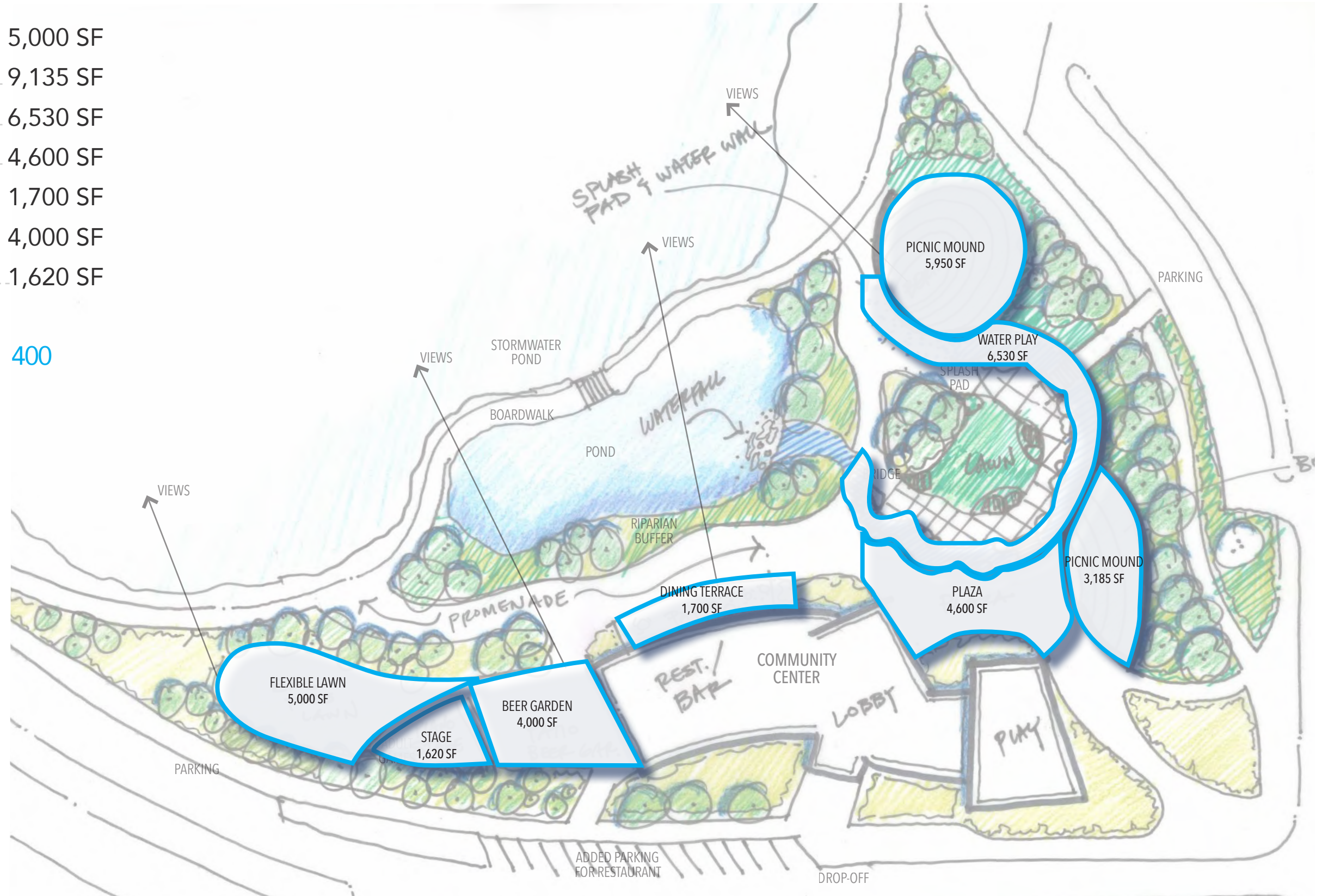


CONCEPT 1A PROGRAM

SPACE PROGRAMMING

FLEXIBLE LAWN	5,000 SF
PICNIC MOUND	9,135 SF
WATER PLAY	6,530 SF
PLAZA	4,600 SF
DINING TERRACE	1,700 SF
BEER GARDEN	4,000 SF
STAGE	1,620 SF

WATER PLAY USER CAPACITY 400



CONCEPT 2



CONCEPT 2 PROGRAM

SPACE PROGRAMMING

FLEXIBLE LAWN	9,730 SF
PICNIC MOUND	20,770 SF
WATER PLAY	1,800 SF
PLAZA	9,400 SF
DINING TERRACE	1,265 SF
BEER GARDEN	4,530 SF
STAGE	1,200 SF

WATER PLAY USER CAPACITY 120



CONCEPT 3

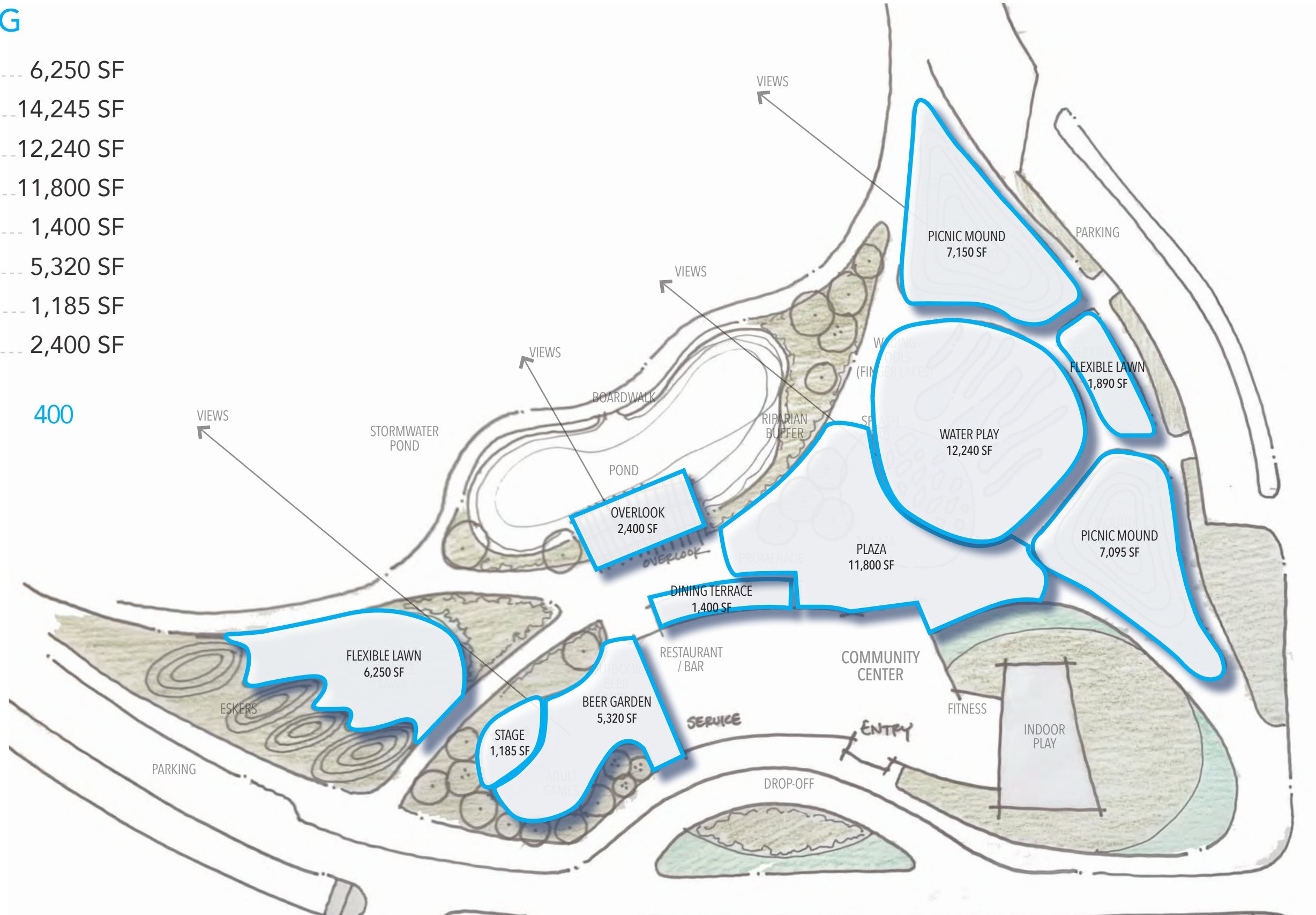


CONCEPT 3 PROGRAM

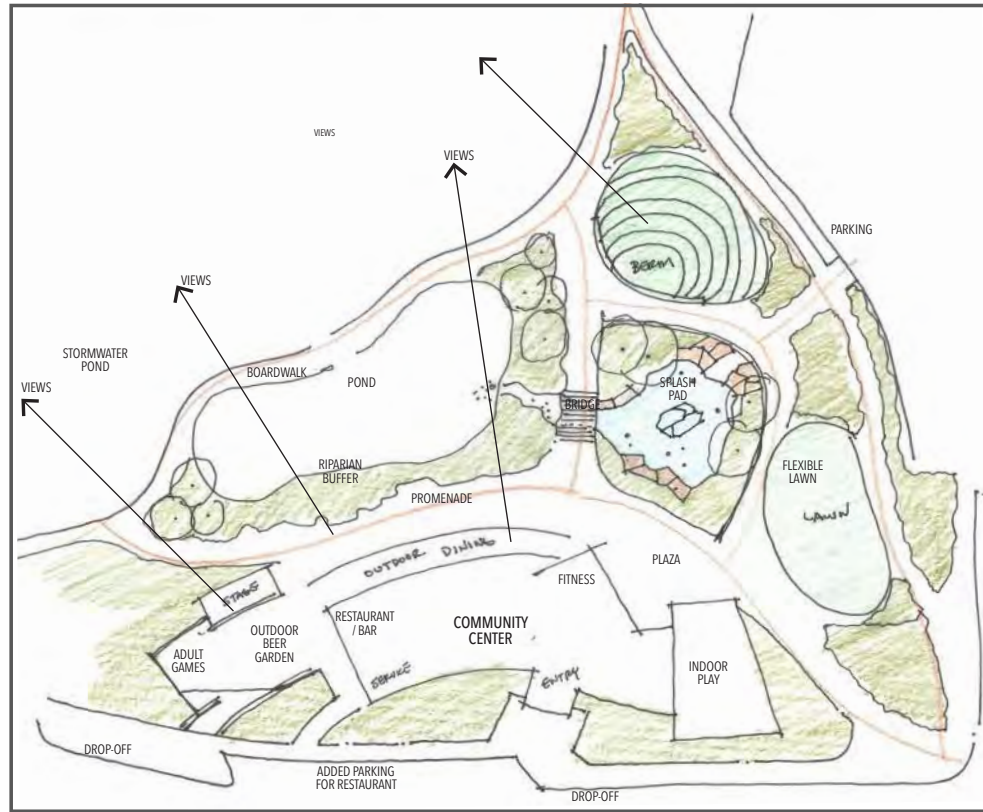
SPACE PROGRAMMING

FLEXIBLE LAWN	6,250 SF
PICNIC MOUND	14,245 SF
WATER PLAY	12,240 SF
PLAZA	11,800 SF
DINING TERRACE	1,400 SF
BEER GARDEN	5,320 SF
STAGE	1,185 SF
OVERLOOK	2,400 SF

WATER PLAY USER CAPACITY 400



SUMMARY - PROPOSED CONCEPTS



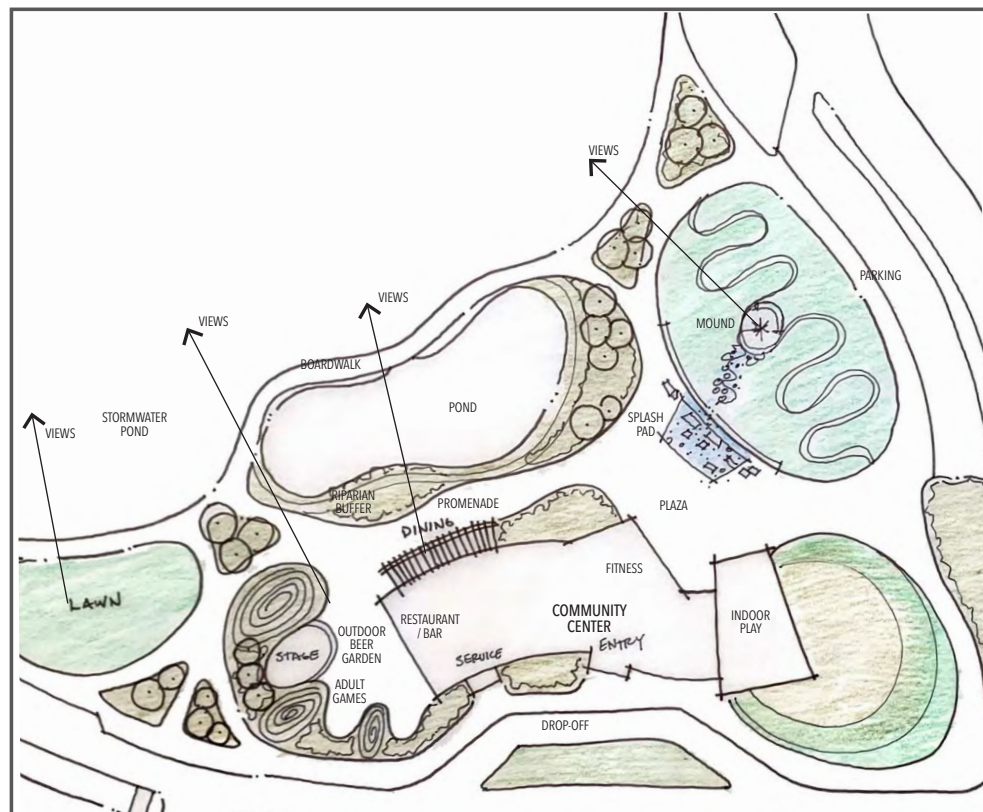
CONCEPT 1 SPACE PROGRAM

FLEXIBLE LAWN	5,000 SF
PICNIC MOUND	9,135 SF
WATER PLAY	6,530 SF
PLAZA	4,592 SF
DINING TERRACE	1,700 SF
BEER GARDEN	4,000 SF
STAGE	1,620 SF



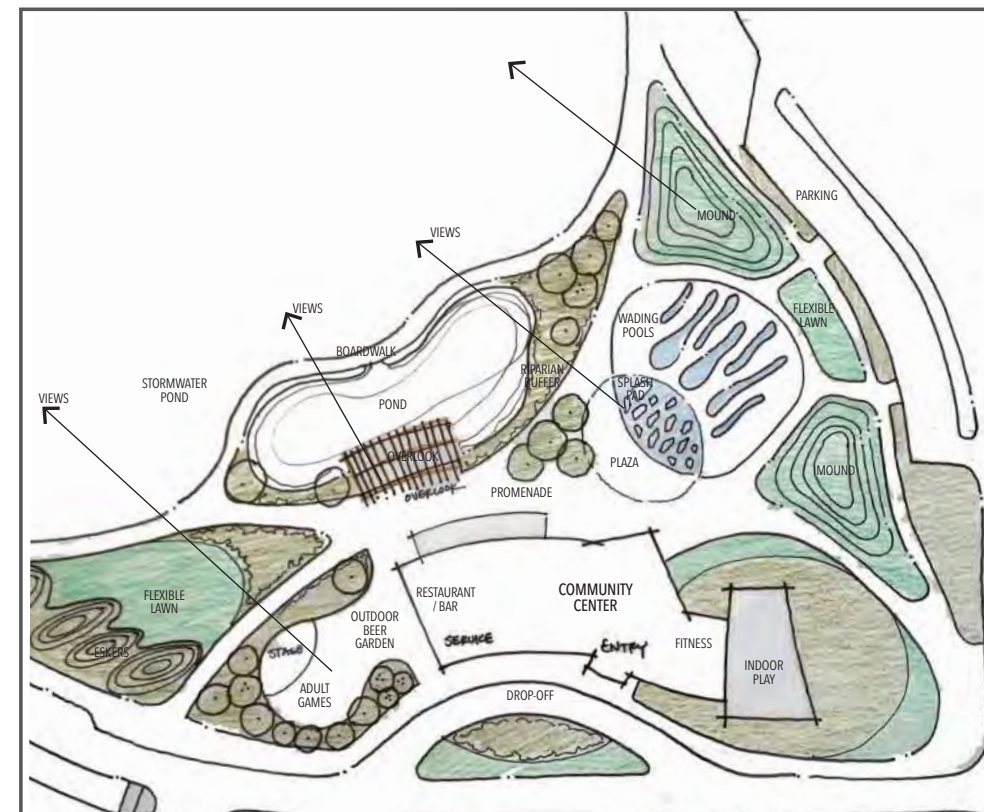
CONCEPT 1A SPACE PROGRAM

FLEXIBLE LAWN	6,670 SF
PICNIC MOUND	7,650 SF
WATER PLAY	5,820 SF
PLAZA	7,775 SF
DINING TERRACE	2,285 SF
BEER GARDEN	5,640 SF
STAGE	900 SF



CONCEPT 2 SPACE PROGRAM

FLEXIBLE LAWN	9,730 SF
PICNIC MOUND	20,770 SF
WATER PLAY	2,000 SF
PLAZA	9,400 SF
DINING TERRACE	1,265 SF
BEER GARDEN	4,530 SF
STAGE	1,200 SF



CONCEPT 3 SPACE PROGRAM

FLEXIBLE LAWN	6,250 SF
PICNIC MOUND	14,245 SF
WATER PLAY	12,240 SF
PLAZA	11,800 SF
DINING TERRACE	1,400 SF
BEER GARDEN	5,320 SF
STAGE	1,185 SF
OVERLOOK	2,400 SF

WATER FEATURE COSTS

Costs for water features vary dramatically and are driven by the following factors:

- > Size of the Water Feature
- > Equipment and Filtration System
- > Programming & Control Systems
- > Lighting & Sound Systems
- > Construction Materials
- > Amenities
- > Bidding Climate & Number of Bidders

The conceptualized water features included in this presentation have an estimated probable cost of \$1m to \$3m.

NOT FOR
CONSTRUCTION



95% TRAIL PAVING PLAN

THE WATERFRONT

RAMSEY, MINNESOTA

I hereby certify that this document was prepared by me or under my direct supervision and that I am a duly licensed Landscape Architect under the laws of the State of Minnesota.

Name _____
Registration# _____

Signature _____ Date _____

Date 01/11/2024

DF/ Project # 23-176

Scale AS SHOWN

Drawn/Checked AG/CE

REVISION

SITE ORIENTATION PLAN

L110

August 5, 2022

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Subject: PROPOSAL AND AGREEMENT FOR PROVIDING PROFESSIONAL SERVICES
Ramsey Waterfront Pavilion
22-0152

Dear Mark Riverblood:

We're excited about this opportunity to help you enhance the center of Ramsey with a waterfront pavilion. Your pavilion and other recent development projects in the City, including your amphitheater, new residences, educational facilities, transportation, and city services, can further establish downtown Ramsey as a hub where the community can gather year-round. We envision a pavilion that attracts residents and visitors of all generations to dine, shop, play, and enjoy live music and other community events.

Cunningham is an excellent choice for your Project because we collaborate with you to bring the personality of your community into your space by expanding facilities to better represent the culture and spirit of Ramsey. We recognize that the City has beautiful recreational opportunities, including the Rum and Mississippi rivers, regional, City and neighborhood parks, and many trails. It would be a pleasure to create a space for you that plays off of your natural surroundings and exceeds the expectations of your residents.

Many other municipalities in Minnesota and nationwide have trusted Cunningham to design public spaces. Our recent experience on the Bde Maka Ska Refectory Rebuild closely matches the needs of your Project. The Minneapolis Park and Recreation Board selected Cunningham over 18 other firms to reimagine and rejuvenate their lakeside pavilion that was lost to a fire in 2019. The new pavilion offers dining, performance, retail, and indoor and outdoor recreation spaces. It reflects the community's needs by providing a place to showcase events that reveal the untold stories of the site's cultural history, protect natural resources and the environment with regeneratively conscious design and native plants, and give local businesses a space to gain economic opportunities. Overall, it provides a place for people to connect with nature and one another.

What is different about Cunningham is the diversity of experience we can bring to your pavilion. Our team's previous experience goes well beyond public spaces to include award-winning restaurants such as The Boathouse and Bar George at Disney Springs at Walt Disney World Resort in Orlando, Florida, as well as acclaimed hotels, including the Pendry in West Hollywood and Hotel Nia in Menlo Park, California.

It has been proven that good design adds value to a space. Our solutions go beyond the architecture as we look for ways to enhance your value. We realize that you are a government working to responsibly grow your community and provide quality services for residents, which can be challenging. We have worked with some of the most complex organizations globally and found paths to success. Our process seeks to align your residents with your vision.



Gregory T. Houck, AIA
Principal | Director of New Work

Cunningham

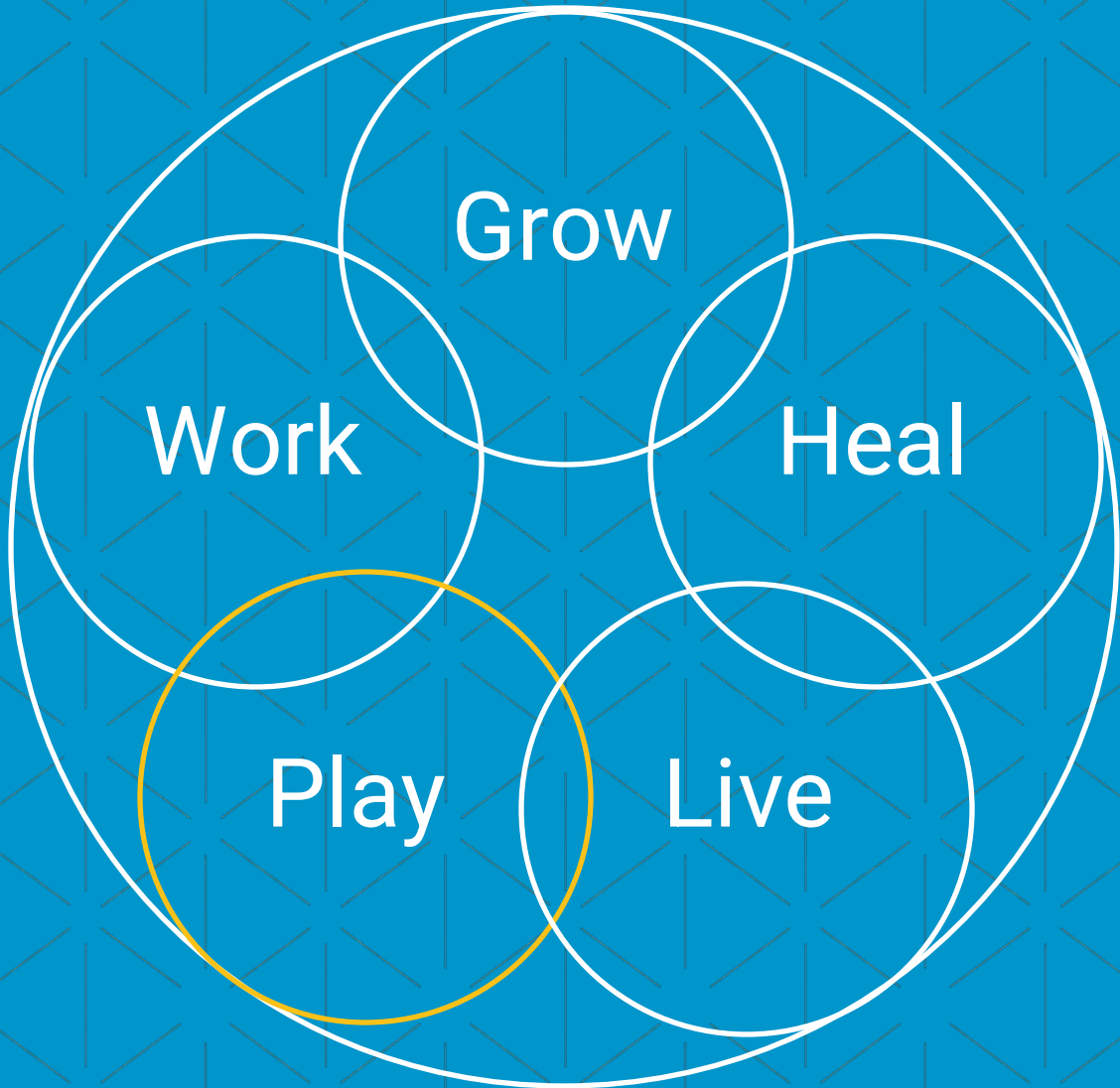
201 SE Main Street
Suite 325
Minneapolis
Minnesota 55414

Tel 612 379 3400

Cunningham



Expertise



Grow

Higher Education
K-12 Education
Non-Profit
Civic | Cultural

Heal

Acute Care
Ambulatory Care
Behavioral Health
Pediatrics
Women's Health
Cancer Centers
Medical Offices

Live

Apartments
Condominiums
Senior
Student
Affordable | Supportive
Mixed-use

Play

Resorts
Hospitality
Retail
Restaurants
Gaming
Themed Entertainment

Work

Corporate
Commercial
Institutional | Non-Profit
Mixed-use

250

Employees

7

Offices

Since

1968

Firm Rankings

No. **7** **ENR**
Engineering News-Record
Top 500 Sourcebook Entertainment
Firms, 2021

No. **34** **ARCHITECTURAL
RECORD**
Top 300 Architecture Firms, 2021

No. **11** **INTERIOR
DESIGN**
100 Rising Giants, 2021

HVI HOTEL MANAGEMENT
Top Hotel Design Firm, 2021

BUILDING DESIGN + CONSTRUCTION 2021 Giants 400 Rankings

No. **4** Top 30 Entertainment Firms

No. **4** Top 15 Casino Firms

No. **12** Top 120 Hospitality Firms

No. **14** Top 160 Architecture Firms

No. **19** Top 80 Restaurant Firms

No. **23** Top 120 Retail Firms

No. **23** Top 120 Hotel and Resort Architecture Firms

Services

Architecture
Interior Design
Urban Design
Landscape Architecture



MISSION

WHAT WE DO



Together, we create
enduring experiences for
a healthy world.

VISION

WHAT WE ASPIRE TO DO



Dream big.
Be daring.
Create change.

VALUES

WHAT WE BELIEVE



Celebrate curiosity.
Design the future.
Restore the earth.
Take care of each other.
Have fun.

Locations

Denver

601 South Broadway, Suite N
Denver, Colorado 80209
Tel: 303 861 1600

Las Vegas

3770 Howard Hughes Parkway, Suite 100
Las Vegas, Nevada 89169
Tel: 702 946 5390

Los Angeles

8665 Hayden Place
Culver City, California 90232
Tel: 310 895 2200

Minneapolis

201 SE Main Street, Suite 325
Minneapolis, Minnesota 55414
Tel: 612 379 3400

Phoenix

5001 East Washington Street
Phoenix, Arizona 85034
Tel: 602 744 3660

San Diego

1030 G Street
San Diego, California 92101
Tel: 619 849 1080

Doha

Mashreq Bank Building, Office 3, Grand
Hamad Street
P.O. Box 30281
Doha, Qatar
Tel: 974 4444 3440



Cheers!

What makes Cunningham unique is our depth of experience in bringing imaginative design to a real-world application within the expanse of the markets we serve. Our 30-year history working with entertainment giants, including Walt Disney Imagineering and Universal Studios, has proven that we can create enduring human experiences by engaging our audiences with stories. Our portfolio encompasses a range of large and small restaurant and bar projects, from renovations and expansions to new construction.

Cunningham has designed numerous culinary and entertainment destinations that are unique, immersive, and successful. We have designed boutique dining environments and created branded experiences requiring established brand standards. Our comprehensive approach to food and beverage environments considers the critical components of kitchen and bar functionality, back of house needs, and dining area aesthetics while balancing the desire for sustainable solutions and budget consciousness.

What can we create together?





Pendry West Hollywood Hotel and Residences | West Hollywood, California

Cunningham was the executive architect for this iconic 300,000-square-foot mixed-use development on the famed Sunset Strip. The property includes a restaurant with mixed seating in exotic patterns and prints. Statement chandeliers complement marble and brass tables below—reinforcing a glamorous LA vibe—while luscious planting keeps the look fresh and exciting.



O'Shaughnessy Distillery | Minneapolis, Minnesota

O'Shaughnessy Distillery integrates traditional Irish design features into an up-scale artisanal craft "grain-to-glass" distillery. The existing interior and exterior brick was revived to its original condition. Warm wood paneling with metal accent bands are interrupted by large expanses of glass that emulates the stained-glass proportions of the existing building, giving warmth and views to the energy within the building.



Nine Twenty Five Restaurant at Hotel Landing | Wayzata Bay, Minnesota

A two-story, 5,500-square-foot "theater in the round" style restaurant for approximately 200 guests that features a dramatic mezzanine overlooking the large central bar. With an indoor dining hall, fireplace room, and an outdoor balcony, the restaurant provides guests with an array of dining options. Warm wood tones, factory styled windows, rustic white bricks, and pops of gold comprise the design aesthetic.



ALL NET Resort and Arena | Las Vegas, Nevada

Located on a 27-acre site at the north end of the Las Vegas Strip, ALL NET Resort and Arena will encompass approximately 8.2 million square feet. The future-forward design includes a 400,000 square-foot food and retail plaza with world-class shopping experiences featuring iconic and internationally recognized brands as well as the only full-service supermarket on the Las Vegas Strip.



Nolo's Kitchen & Bar | Minneapolis, Minnesota

Located in a historic building in Minneapolis' North Loop neighborhood, this two-level dining and drinking establishment is fast becoming a local favorite. Nolo's design takes its cues from the industrial feel of the existing space while remaining open and bright with exposed brick and accents of marble, leather and gold. A feature bar, open kitchen and lounge seating provide a casual backdrop.



Walt Disney Imagineering Experience | Multiple Locations, Worldwide

Over the past 25 years, Cunningham has provided architectural design services to Walt Disney Imagineering. While much of the work we do is confidential, it includes design services for major attractions, themed retail and restaurants, cast support, guest services, and back of house facilities. Cunningham provided Architectural Design Services for the above projects.



Morimoto at MGM Grand | Las Vegas, Nevada

Cunningham transformed an existing restaurant space into celebrity chef Masaharu Morimoto's restaurant, including a new bar and lounge featuring Morimoto's signature sake, a gourmet sushi bar, and teppanyaki grill tables – a first for a Morimoto establishment. The space was adapted with a modern Japanese grace, as evidenced by the refined finishes and elegant lighting.



Dream Dance Steakhouse at Potawatomi Hotel & Casino | Milwaukee, Wisconsin

Designed to be a modern take on the traditional steak house, strong angular ceiling elements and deep wood finishes contribute to the warm, elegant and urban dining experience. A wine portal enhances the restaurant's west entrance and the finished restaurant represents a comprehensive approach to renovation, informed by both culture and upscale dining.



Galleria Shopping Center | Edina, Minnesota

An integral collaborator with the Galleria Shopping Center's management team, Cunningham is involved with everything from tenant coordination to building expansions, lease negotiations, and ongoing maintenance. The design of the Galleria Shopping Center draws upon its unique and sophisticated character. Cunningham worked with tenants to stay operational during construction.



Number 12 Cider | Minneapolis, Minnesota

Number 12 Cider's new taproom mirrors the cozy, rustic barns for which Minnesota's countryside is known. Soft woods are accented with vibrant colors throughout. A wooden door and a chandelier with apple features further evoke the bucolic lifestyle. Additionally, a retractable garage door provides a connection to the outdoors, inviting the space's urban setting to mix with its agrarian-inspired interior.



Wedge Community Co-op | Minneapolis, Minnesota

Wedge Community Co-op is a grocery store, café, catering company, wholesale distributor and sustainable food leader that has been a fixture in Minneapolis since 1974. A neutral color palette and oversized punctuating graphics help refresh the atmosphere for community members.



Jake & Eli Restaurant at The Westin Hotel and Spa | Las Vegas, Nevada

This upscale lobby bar, lounge, and steakhouse was part of a phased renovation and expansion. Project ownership challenged designers to turn a large two-story area into an intimate dining experience. Designers were able to downplay the size of the space by creating intimate, sub-dividable elements that address varying levels of use so the restaurant always feels full and vibrant.



H.O.B.O. | Edina, Minnesota

Cunningham renovated this locally-owned store to better reflect its contemporary merchandise. This project was part of a larger expansion of the upscale Galleria shopping center.



Tavern 23 | Edina, Minnesota

Straying from the traditional dark and old-fashioned steakhouse atmosphere, Tavern 23 is bright and airy with an open kitchen and large U-shaped bar. The main dining room accommodates 156 diners with seating for 46 in the bar, while 18 can be seated for private dining in a special room. A patio expansion makes space for approximately 86 guests to enjoy views of the Centennial Lakes.



Art of Optiks | Edina, Minnesota

The new 2,500-square-foot Art of Optiks merges personalized patient care with high-end retail in a contemporary environment that is open and inviting. The design balances square footage between exam rooms, offices and retail space, and evokes a hand-crafted feel by mixing cold rolled steel with warm walnut features.



The Grille House at Grand Casino Hinckley | Hinckley, Minnesota

Part of a significant property enhancement at Grand Casino Hinckley, which was originally designed by Cunningham 25 years prior, this renovation was phased to allow the resort to remain operational during design and construction.



Wine Bar George at Disney Springs® | Walt Disney World® Resort, Lake Buena Vista, Florida

Cunningham collaborated with Master Sommelier, George Milioles to bring Wine Bar George to Disney Springs®. Together with George, Cunningham created a storied building where he can share his knowledge and introduce guests to wines from around the world.



The BOATHOUSE® | Disney Springs® – Walt Disney World® Resort, Lake Buena Vista, Florida

For the fourth time, Cunningham helped bring a one-of-a-kind dining and interactive entertainment experience to Walt Disney World Resort®. The Boathouse® opened as part of the rebranding of Downtown Disney into Disney Springs® and is themed around the history, elegance, and joy of leisure boating.

Contact

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Principal | Director of New Work

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612 379 5513



Craig St. Clair AIA, NCARB, LEED AP

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612 379 5517



Denver

Las Vegas

Los Angeles

Minneapolis

Phoenix

San Diego

Doha

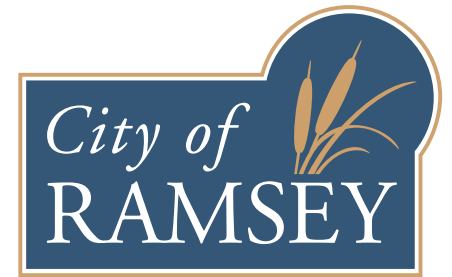
Cunningham

cunningham.com






MORRISSEY
HOSPITALITY



ABOUT MORRISSEY HOSPITALITY

In 1995, St. Paul native and passionate hospitality veteran Bill Morrissey founded Morrissey Hospitality, forging its first partnership with the iconic Saint Paul Hotel. Today, Morrissey is a privately held business with over 700 employees across 19 unique concepts. Morrissey's second generation guides the company legacy of Midwestern values and genuine hospitality, growing an impressive portfolio of trusted brands across lodging, restaurants and event venues in the Twin Cities and throughout the Upper Midwest.

Today, connection is still at the heart of the Morrissey Hospitality ethos. The Morrissey family has grown to over 700 employees, who strive to create meaningful, exceptional experiences for guests while delivering consistent, impressive results for clients. Morrissey properties are welcoming, purposeful, and community-driven, and Morrissey Hospitality continues to build a family of iconic, trusted, long-lasting brands.

COMMUNITY CONNECTION

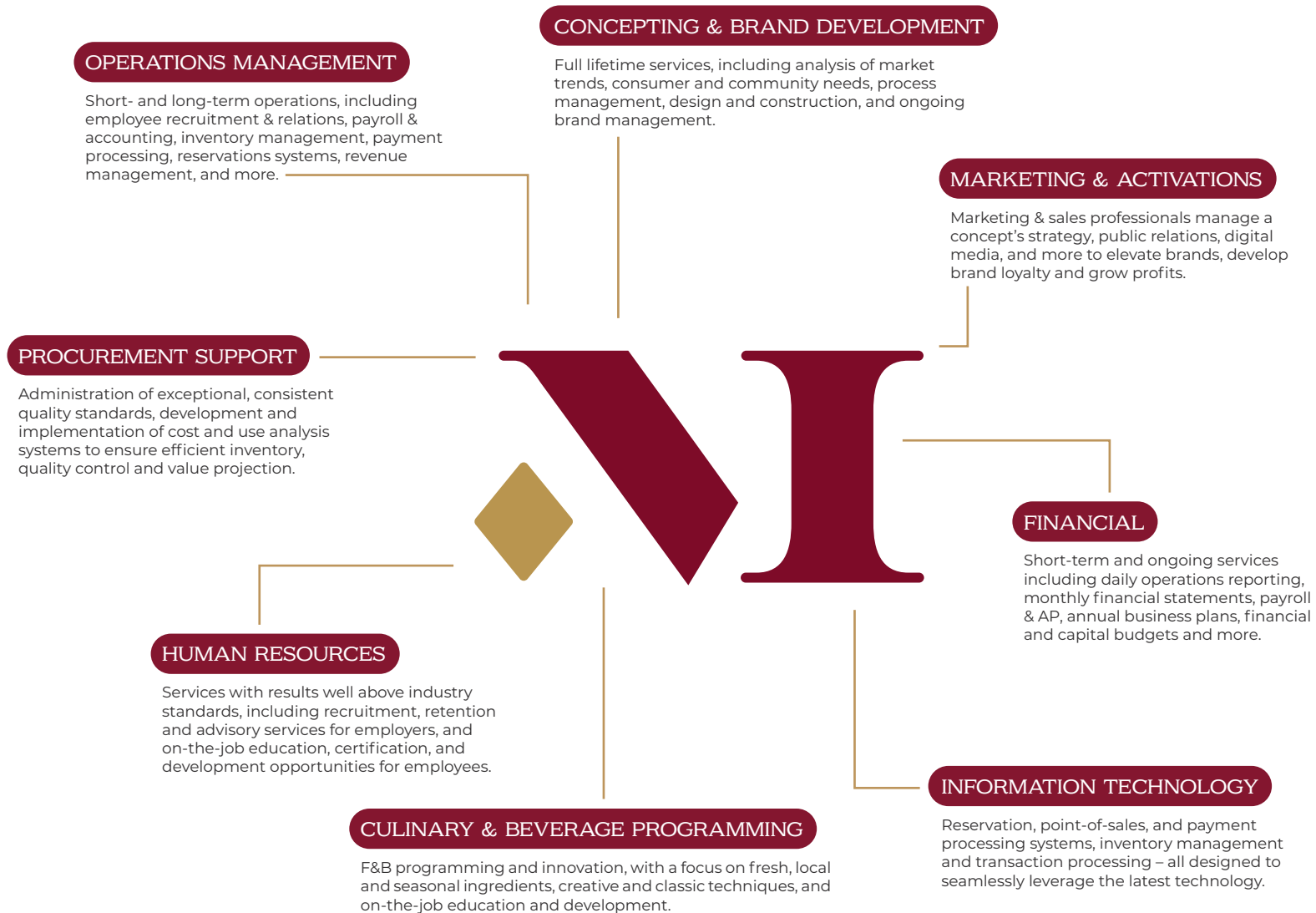
Morrissey Hospitality properties are welcoming, purposeful and community-driven. Altruism, philanthropy and community are cornerstones of our company, and we find intrinsic value in connecting with the communities we serve.

Our properties not only serve as gathering spaces – they also benefit their local communities. Morrissey concepts provide local employment opportunities, tourism, and community engagement and enrichment.

Morrissey Hospitality is a leader in philanthropic efforts in the Twin Cities. In 2020, we provided over 16,000 meals to First Responders and Front Line Hospital Staff, and took over leadership of the Ronald McDonald House. Morrissey Hospitality partners with the Boys & Girls Club of the Twin Cities, and in 2020-2021, the Morrissey team prepared and provided over 47,000 meals to families in need. Additionally, Morrissey Hospitality participates in the annual "Light the Night" event for the Leukemia & Lymphoma Society.

SERVICES

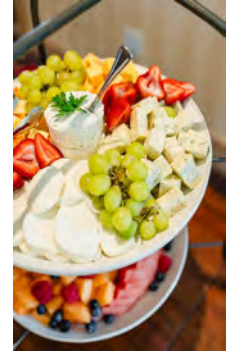
Morrissey Hospitality builds brands, gives guests extraordinary experiences, and exceeds expectations for hotel, restaurant and event venue partners. With over 25 years in hospitality, our partnerships are based on mutual respect, common goals and shared values. Morrissey Hospitality's team of entrepreneurs and innovators, and experts in hospitality management, culinary, beverage, finance, event planning, marketing, design, branding and concepting.



FOLLOW

www.morrisseyhospitality.com | Morrissey Hospitality    

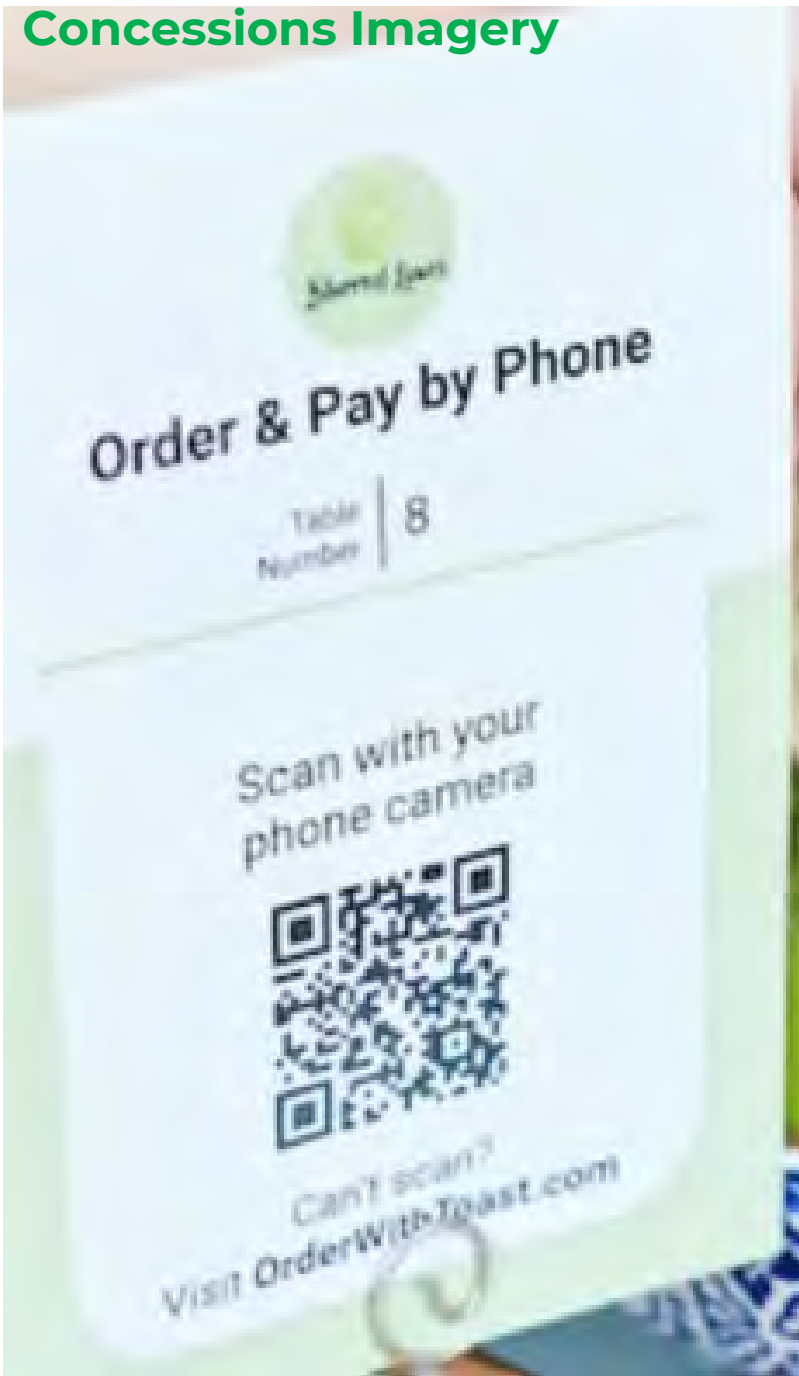
BANQUETS & CATERING IMAGERY



RESTAURANT IMAGERY



Concessions Imagery



FIVE YEAR PROFORMA

		Assumptions	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue							
Restaurant			\$ 859,846	\$ 1,263,973	\$ 1,592,606	\$ 1,872,904	\$ 2,044,837
Concessions			\$ 12,500	\$ 13,125	\$ 13,781	\$ 14,470	\$ 15,194
Catering			\$ 300,000	\$ 405,000	\$ 546,750	\$ 656,100	\$ 754,515
Other			\$ 100,000	\$ 135,000	\$ 182,250	\$ 218,700	\$ 251,505
Total Revenue			\$ 1,272,346	\$ 1,817,098	\$ 2,335,387	\$ 2,762,175	\$ 3,066,051
COGS							
Cost of Food			\$ 213,893	\$ 305,518	\$ 390,739	\$ 461,295	\$ 510,617
Cost of Beverage			\$ 122,371	\$ 176,839	\$ 225,901	\$ 266,770	\$ 294,490
Total COGS			\$ 336,263	\$ 482,357	\$ 616,640	\$ 728,065	\$ 805,107
			28.68%	28.68%	28.64%	28.62%	28.61%
Salaries & Wages							
Fixed Labor			\$ 225,000	\$ 296,750	\$ 305,653	\$ 314,822	\$ 324,267
Variable Labor			\$ 338,274	\$ 480,871	\$ 619,063	\$ 732,442	\$ 814,443
Total S&W			\$ 563,274	\$ 777,621	\$ 924,716	\$ 1,047,264	\$ 1,138,709
<i>% of revenue</i>			44.3%	42.8%	39.6%	37.9%	37.1%
PTEB							
EE Benefits (Medical, 401k Etc)	% of payroll	5.00%	\$ 28,164	\$ 38,881	\$ 46,236	\$ 52,363	\$ 56,935
Workers' Compensation Insurance	% of payroll	1.70%	\$ 9,576	\$ 13,220	\$ 15,720	\$ 17,803	\$ 19,358
Payroll Taxes	% of payroll	9.00%	\$ 50,695	\$ 69,986	\$ 83,224	\$ 94,254	\$ 102,484
Total PTEB			\$ 88,434	\$ 122,087	\$ 145,180	\$ 164,420	\$ 178,777
Total Payroll Costs			\$ 651,708	\$ 899,708	\$ 1,069,896	\$ 1,211,685	\$ 1,317,487
<i>% of revenue</i>			51.2%	49.5%	45.8%	43.9%	43.0%
<i>Prime Costs</i>			77.65%	76.06%	72.22%	70.23%	69.23%
Food and Beverage Operating Expenses							
Cleaning Supplies	% of F&B revenue	0.65%	\$ 7,539	\$ 10,848	\$ 13,906	\$ 16,439	\$ 18,196
Complimentary Services/Gifts	% of F&B revenue, cost of food and beverage comps	0.30%	\$ 3,480	\$ 5,007	\$ 6,418	\$ 7,587	\$ 8,398
Contract Services	draught line cleaning and maintenance, other contract services, PM		\$ 48,000	\$ 48,000	\$ 48,000	\$ 48,000	\$ 48,000
Decorations	\$1,000 per quarter, flowers and seasonal décor		\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Dues and Subscriptions	association fees		\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400
Licenses and Permits	food and liquor license, music rights		\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200	\$ 5,200
Operating Supplies	% of F&B revenue, misc supplies	0.55%	\$ 6,379	\$ 9,179	\$ 11,766	\$ 13,910	\$ 15,396
Printing and Stationery	menu printing, F&B related collateral		\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400
Training	annual food safety certifications, BT tips training		\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800	\$ 4,800
Uniform Costs	replacement and new hire uniforms		\$ 2,400	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
China	annual replacement to maintain par		\$ -	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Glassware	annual replacement to maintain par		\$ -	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
Flatware	annual replacement to maintain par		\$ -	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400
Dishwashing Supplies	% of F&B revenue	0.65%	\$ 7,539	\$ 10,848	\$ 13,906	\$ 16,439	\$ 18,196
Music and Entertainment	caple and overhead music costs		\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600	\$ 5,600
Paper and Plastics	% of F&B revenue	0.95%	\$ 11,019	\$ 15,855	\$ 20,324	\$ 24,026	\$ 26,594
Reservation Fees	annual reservation system costs		\$ 4,200	\$ 4,200	\$ 4,200	\$ 4,200	\$ 4,200
Utensils	annual replacement to maintain par		\$ -	\$ 1,200	\$ 1,200	\$ 1,200	\$ 1,200
Total F&B Expenses			\$ 114,955	\$ 140,338	\$ 154,920	\$ 166,999	\$ 175,380
<i>% of revenue</i>			9.03%	7.72%	6.63%	6.05%	5.72%
Undistributed Expenses							
Technology							
Tec- A&G	security and accounting software		\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500	\$ 3,500
Tec- Cost of Cell Phones	two management phones \$75 per month, 1 MOD phone \$150 per month		\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600	\$ 3,600
Tec-Cost of Internet Services	guest/admin internet		\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800
Tec-Cost of Telephone			\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800
Tec- Hardware	misc technology hardware, computers, printers		\$ 5,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Tec- Information Systems	LAN/WAN, email software, PCI compliance		\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000

Tec- F&B	POS system	\$	7,800	\$	7,800	\$	7,800	\$	7,800	\$	7,800
Tec - Sales & Marketing	Catering Software	\$	2,800	\$	2,800	\$	2,800	\$	2,800	\$	2,800
Total Technology		\$	27,800	\$	23,800	\$	23,800	\$	23,800	\$	23,800
<i>% of revenue</i>			2.18%		1.31%		1.02%		0.86%		0.78%
A&G											
A&G- Bank Charges		\$	1,800	\$	1,800	\$	1,800	\$	1,800	\$	1,800
A&G- Credit Card Commissions	% of revenue	2.90%	\$ 36,898	\$	52,696	\$	67,726	\$	80,103	\$	88,915
A&G- Human Resources	recruiting, misc HR expenses	\$	6,000	\$	3,000	\$	3,000	\$	3,000	\$	3,000
A&G- Legal Services	misc legal expenses	\$	3,000	\$	3,000	\$	3,000	\$	3,000	\$	3,000
A&G- Payroll Processing	% of payroll	1.30%	\$ 7,323	\$	10,109	\$	12,021	\$	13,614	\$	14,803
Total A&G		\$	55,021	\$	70,605	\$	87,548	\$	101,518	\$	111,519
<i>% of revenue</i>			4.32%		3.89%		3.75%		3.68%		3.64%
S&M											
Sales/Marketing- Media		\$	44,532	\$	36,342	\$	46,708	\$	55,243	\$	61,321
Sales/Marketing- Website		\$	31,809	\$	18,171	\$	23,354	\$	27,622	\$	30,661
Total S&M		\$	76,341	\$	54,513	\$	70,062	\$	82,865	\$	91,982
<i>% of revenue</i>			6.00%		3.00%		3.00%		3.00%		3.00%
POM											
POM- Building		\$	2,500	\$	2,600	\$	2,704	\$	2,812	\$	2,925
POM- Elec. & Mech.	First year many items under warranty	\$	2,000	\$	2,500	\$	2,600	\$	2,704	\$	2,812
POM- Elevators & Escalators	75% of first year under warranty	\$	1,000	\$	4,000	\$	4,000	\$	4,000	\$	4,000
POM- Engineering Supplies		\$	480	\$	499	\$	519	\$	540	\$	562
POM- Furniture and Equipment		\$	1,000	\$	1,500	\$	3,000	\$	3,120	\$	3,245
POM- Grounds		\$	1,500	\$	1,500	\$	1,500	\$	1,500	\$	1,500
POM- HVAC Equipment		\$	1,000	\$	2,500	\$	2,500	\$	2,500	\$	3,500
POM- Kitchen Equipment		\$	2,000	\$	3,000	\$	3,120	\$	3,245	\$	3,375
POM- Life/Safety	Fire alarm and sprinkler testing	\$	2,800	\$	2,912	\$	3,028	\$	3,150	\$	3,276
POM- Waste Removal		\$	10,800	\$	11,448	\$	12,135	\$	12,863	\$	13,635
Total POM		\$	25,080	\$	32,459	\$	35,107	\$	36,433	\$	38,828
<i>% of revenue</i>			1.97%		1.79%		1.50%		1.32%		1.27%
Utilities											
Electricity	6% increase YOY	\$	45,000	\$	47,700	\$	50,562	\$	53,596	\$	56,811
Gas	6% increase YOY	\$	18,000	\$	19,080	\$	20,225	\$	21,438	\$	22,725
Water/Sewer	6% increase YOY	\$	12,000	\$	12,720	\$	13,483	\$	14,292	\$	15,150
Total Utilities		\$	75,000	\$	79,500	\$	84,270	\$	89,326	\$	94,686
GOP		\$	(89,822)	\$	33,817	\$	193,145	\$	321,484	\$	407,264
Fixed											
Fixed- General Liability Insurance		\$	12,000	\$	12,600	\$	13,230	\$	13,892	\$	14,586
Fixed- Management Fees	% of revenue	5.00%	\$ 63,617	\$	90,855	\$	116,769	\$	138,109	\$	153,303
Total Fixed		\$	75,617	\$	103,455	\$	129,999	\$	152,000	\$	167,889
EBITDA		\$	(165,439)	\$	(69,637)	\$	63,145	\$	169,484	\$	239,375
<i>% of revenue</i>			-13.00%		-3.83%		2.70%		6.14%		7.81%

FIVE YEAR PROFORMA - ASSUMPTIONS

Capacity	Sq. Footage	Questions	Assumption	Est Capacity
Restaurant	3,300	Kitchen serves approx. 400?	18 sq ft per guest, min revenue \$150/sq foot	183
Patio	2,700		18 sq ft per guest, min revenue \$150/sq foot	150
Catering	7,000	Kitchenette is prep kitchen	15 sq ft per guest	467
Rooftop Patio	3,050	Restaurant or Catering Only?		

Assumptions

Restaurant / Patio

Year 1 covers based on 50% factor from Kendall's 2015 - factor based on decrease in overall population between locations
 Covers increasing 40%, 20%, 12%, 6% into year 5
 Anticipate nominal growth in covers after year 5. 3 - 5% annually
 Year 1 average check starts at \$26.50 assumes upscale casual full service restaurant in line with comp set
 Average check increasing 5% through year 4 and 3% in year 5
 Average check increase will result from ongoing menu development
 Opening operating model is 5 days / week Lunch & Dinner Service
 Restaurant is self sustaining - not seasonal or dependent on concessions / catering drivers
 Restaurant is community gathering spot
 Revenue surpasses \$150 revenue / square foot in Year 2

Concessions

Concessions are amenity for outdoor water features
 Food and NA sales only, no alcohol
 Seasonal May - September
 Year 1 revenue based on \$125 / day x 20 operating days or \$2,500 / month
 5% YOY growth through Year 5 is combination of volume and menu mix / pricing

Catering

In house catering serviced by restaurant kitchen
 Food, Beverage, Supplies can be safely and efficiently transported to second floor
 Second floor kitchen is prep kitchen / warming kitchen only
 Revenue includes base food & beverage + 25% other revenue (room rental / catering service charge, misc., etc.)
 Year 1 revenue assumes Catering Sales Person is hired and selling pre opening
 YOY revenue trajectory is based on growth trends from other start up catering operations
 Not based on Bunker Hills due to golf factor and business on the books at takeover

Concerns with maximizing catering revenue

Quality of food and beverage service based on existing layout, kitchen, and elevator
 1 large space will not allow for multiple bookings on same day
 1 large space may not appeal to small groups or breakout meetings
 How community center will be marketing and what groups they will like to attract
 Next level analysis should break out sales plan with event types and average checks

Expenses

Facility will target prime cost (Food and Beverage + Labor) at or below 70%
 Prime costs to be achieved in Year 4 and beyond
 Facility will target operating costs (F&B Expenses + Technology) at 8%
 Operating costs target achieved in Year 3
 Assumptions based on comparable facility, to be refined as operation is built out
 Tech Hardware (Computers, POS, etc.) to be included with preopening capital
 Industry average marketing spend of 3% to be achieved in Year 2 and beyond.
 Year 1 marketing spend at 6% to drive traffic and achieve targeted restaurant covers and catering bookings
 Minimal POM (Production and Operations Management) spending due to age of building
 Assumes maintenance for F&B spaces only, CAM parking lot, snow removal, lawn care etc. not included
 Assumes 5% management fee structure
 EBITDA (Earnings Before Interest, Tax, Depreciation, and Amortization) improves annually and turns positive in year 3

The Waterfront-Capital % Ranging and Estimating

SQ-FT	Location	Estimated Cost (Index Medium)	Kitchen & Cooking Equipment	Smallwares & Tabletop	Table, Furniture and Fixtures	Point of Sale and Restaurant App Automation	Electronic Signage & Interfaces	General Conditions Permits Associated Fees	Contingency
560	Concessions Stand								
	Lower End Level	\$ 61,600	\$ 14,784	\$ 5,544	\$ 11,088	\$ 1,848	\$ 2,464	\$ 11,088	\$ 6,160
	Standard or Mid-Level	\$ 86,800	\$ 20,832	\$ 7,812	\$ 15,624	\$ 2,604	\$ 3,472	\$ 15,624	\$ 8,680
	Higher Level	\$ 117,600	\$ 28,224	\$ 10,584	\$ 21,168	\$ 3,528	\$ 4,704	\$ 21,168	\$ 11,760
2000	Main Kitchen								
	Lower End Level	\$ 220,000	\$ 52,800	\$ 19,800	\$ 39,600	\$ 6,600	\$ 8,800	\$ 39,600	\$ 22,000
	Standard or Mid-Level	\$ 310,000	\$ 74,400	\$ 27,900	\$ 55,800	\$ 9,300	\$ 12,400	\$ 55,800	\$ 31,000
	Higher Level	\$ 420,000	\$ 100,800	\$ 37,800	\$ 75,600	\$ 12,600	\$ 16,800	\$ 75,600	\$ 42,000
220	Indoor/Outdoor Bar								
	Lower End Level	\$ 24,200	\$ 5,808	\$ 2,178	\$ 4,356	\$ 726	\$ 968	\$ 4,356	\$ 2,420
	Standard or Mid-Level	\$ 34,100	\$ 8,184	\$ 3,069	\$ 6,138	\$ 1,023	\$ 1,364	\$ 6,138	\$ 3,410
	Higher Level	\$ 46,200	\$ 11,088	\$ 4,158	\$ 8,316	\$ 1,386	\$ 1,848	\$ 8,316	\$ 4,620
3300	Restaurant-LL								
	Lower End Level	\$ 363,000	\$ 87,120	\$ 32,670	\$ 65,340	\$ 10,890	\$ 14,520	\$ 65,340	\$ 36,300
	Standard or Mid-Level	\$ 511,500	\$ 122,760	\$ 46,035	\$ 92,070	\$ 15,345	\$ 20,460	\$ 92,070	\$ 51,150
	Higher Level	\$ 693,000	\$ 166,320	\$ 62,370	\$ 124,740	\$ 20,790	\$ 27,720	\$ 124,740	\$ 69,300
2700	Patio-LL								
	Lower End Level	\$ 297,000	\$ 71,280	\$ 26,730	\$ 53,460	\$ 8,910	\$ 11,880	\$ 53,460	\$ 29,700
	Standard or Mid-Level	\$ 418,500	\$ 100,440	\$ 37,665	\$ 75,330	\$ 12,555	\$ 16,740	\$ 75,330	\$ 41,850
	Higher Level	\$ 567,000	\$ 136,080	\$ 51,030	\$ 102,060	\$ 17,010	\$ 22,680	\$ 102,060	\$ 56,700
7000	Event Center-UL								
	Lower End Level	\$ 770,000	\$ 184,800	\$ 69,300	\$ 138,600	\$ 23,100	\$ 30,800	\$ 138,600	\$ 77,000
	Standard or Mid-Level	\$ 1,085,000	\$ 260,400	\$ 97,650	\$ 195,300	\$ 32,550	\$ 43,400	\$ 195,300	\$ 108,500
	Higher Level	\$ 1,470,000	\$ 352,800	\$ 132,300	\$ 264,600	\$ 44,100	\$ 58,800	\$ 264,600	\$ 147,000
380	Skullery Kitchen-UL								
	Lower End Level	\$ 41,800	\$ 10,032	\$ 3,762	\$ 7,524	\$ 1,254	\$ 1,672	\$ 7,524	\$ 4,180
	Standard or Mid-Level	\$ 58,900	\$ 14,136	\$ 5,301	\$ 10,602	\$ 1,767	\$ 2,356	\$ 10,602	\$ 5,890
	Higher Level	\$ 79,800	\$ 19,152	\$ 7,182	\$ 14,364	\$ 2,394	\$ 3,192	\$ 14,364	\$ 7,980
3050	Rooftop Patio-UL								
	Lower End Level	\$ 335,500	\$ 80,520	\$ 30,195	\$ 60,390	\$ 10,065	\$ 13,420	\$ 60,390	\$ 33,550
	Standard or Mid-Level	\$ 472,750	\$ 113,460	\$ 42,548	\$ 85,095	\$ 14,183	\$ 18,910	\$ 85,095	\$ 47,275
	Higher Level	\$ 640,500	\$ 153,720	\$ 57,645	\$ 115,290	\$ 19,215	\$ 25,620	\$ 115,290	\$ 64,050
19210	Project Estimates								
	Lower End Level	\$ 2,113,100	\$ 507,144	\$ 190,179	\$ 380,358	\$ 63,393	\$ 84,524	\$ 380,358	\$ 211,310
	Standard or Mid-Level	\$ 2,977,550	\$ 714,612	\$ 267,980	\$ 535,959	\$ 89,327	\$ 119,102	\$ 535,959	\$ 297,755
	Higher Level	\$ 4,034,100	\$ 968,184	\$ 363,069	\$ 726,138	\$ 121,023	\$ 161,364	\$ 726,138	\$ 403,410
	Per Square Foot								
	Lower End Level	\$ 110.00							
	Standard or Mid-Level	\$ 155.00							
	Higher Level	\$ 210.00							

Capital Improvement Program
 City of Ramsey, Minnesota

2024 *thru* 2033

Department Park Improvements
 Contact
 Type Improvement
 Useful Life 20 Years
 Category Park Improvement
 Priority 2-New Addition (High)
 Status Active

Project # 08-PARK-005
 Project Name Park Development in The COR

Total Cost \$1,350,000

Description

This proposed capital improvement represents additional park development in The COR, beginning in 2023. The project may be landscape improvements at Municipal Plaza and/or first phase development of The Waterfront to include a splash pad.

Justification

A splash pad continues to be requested by residents, and mass grading for The Waterfront park will generate fill for areas of The COR the city desires to sell.

Prior	Expenditures	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
150,000	Improvements Other than Building Cost	1,200,000										1,200,000
Total	Total	1,200,000										1,200,000

Prior	Funding Sources	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
150,000	Park Improvement Trust Fund	1,200,000										1,200,000
Total	Total	1,200,000										1,200,000

Capital Improvement Program

2024 *thru* 2033

City of Ramsey, Minnesota

Project #	04-BLDG-002
Project Name	Community Center Construction

Department	Municipal Buildings
Contact	Unassigned
Type	Buildings
Useful Life	50 Years
Category	Municipal Building
Priority	5-Opportunity/Unfunded/Placeholder
Status	Active

Description	Total Cost \$20,000,000
<p>The Community Center would include recreational areas such as a swimming pool, gym, etc. It would also include meeting rooms for various organizations to hold banquets, monthly meetings, etc.</p> <p>Construction of a community center will rely on a partnership with another organization(s).</p>	

Justification	Per public consensus, the need for a Community Center is a justified expenditure of public financing. Currently, Ramsey residents must leave the City limits and drive a considerable distance to get to such a facility.
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Expenditures	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
Building Cost/Construction										20,000,000	20,000,000
Total										20,000,000	20,000,000
Funding Sources	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
To Be Determined										20,000,000	20,000,000
Total										20,000,000	20,000,000

RESTAURANT MANAGEMENT AGREEMENT

This Management Agreement ("this Agreement") is made and entered into as of _____, __, 20__, between _____ LLC a Minnesota limited liability company with its principal offices located at _____ ("Owner") and MHC LLC a Minnesota limited liability company, with its principal offices located at 345 St. Peter Street, Suite 2000, St. Paul, MN 55102 ("Manager").

In consideration of the promises, covenants and other good and valuable consideration stated in this Agreement, the receipt and sufficiency of which is hereby acknowledged, Owner and Manager agree as follows:

ARTICLE ONE DEFINITIONS

In addition to the terms that are defined throughout this Agreement, other terms used in this Agreement shall have the meanings set forth in the Appendix of Definitions that is attached to this Agreement.

ARTICLE TWO ENGAGEMENT OF MANAGER

On the terms and subject to the conditions of this Agreement, Owner hereby engages Manager as Owner's exclusive provider and manager of the food and beverage operations for the Facility, and Manager hereby undertakes and agrees to perform, either directly or through its Affiliates or other subcontractors, the services set forth in this Agreement.

ARTICLE THREE SERVICES TO BE PERFORMED BY MANAGER

SECTION 3.1 - MANAGEMENT BY MANAGER: On and after the Commencement Date, Manager shall have the responsibility and duty to direct, supervise, manage, and operate the Facility and to determine the programs and policies to be followed in connection with operation of the Facility. However, Manager agrees to consult with and obtain the approval of Owner on all major programs and policy matters which could substantially affect the type, character, or financial performance of the Facility.

SECTION 3.2 - DUTIES OF MANAGER: Without limiting the generality of Section 3.1, Manager, at Owner's sole cost and expense, shall be responsible for and is hereby granted exclusive authority to do the following:

Manager shall employ, supervise, pay and discharge all employees and personnel necessary, desirable, and appropriate for the operation of the Facility. Each person so hired shall be an "at-will" employee of Manager, and all expenses associated with such employee shall be borne by Owner.

All employment policies and procedures, including, without limitation, salaries, wages, evaluations, overtime, vacations, leaves of absence, employee benefits, and procedures shall be determined by Manager.

Manager shall, in its discretion, and at Owner's cost and expense, provide employees of the Facility with retirement and health insurance benefits that are substantially similar to the retirement and insurance benefits that Manager offers to Manager's employees at other facilities managed or owned by or under common control with Manager or its Affiliates.

The General Manager and other personnel hired to manage the Facility shall be reimbursed by Owner for all reasonable expenses, including business, entertainment, relocation, and travel expenses associated with the operation of the Facility.

Any personnel employed at the Facility may, at the discretion of Manager, be temporarily assigned to other properties operated by Manager or its Affiliates provided that such temporary assignment does not materially affect business operations at the Facility and provided that the Facility shall be reimbursed therefor by Manager, its Affiliates, or the property to which the employee was assigned at a rate of one hundred twenty percent (120%) of the employee's gross salary for the period of temporary assignment. That payment shall be full and final reimbursement to the Facility relating to the temporarily assigned employee's salary, withholdings, plan contributions, pension and retirement benefits, health insurance and other benefits, and the like.

- A. Supervise and maintain complete books and records in substantial accordance with the Uniform Account System in which there shall be properly recorded all receipts and disbursements in connection with the management and operation of the Facility.
- B. Negotiate leases, licenses, permits, and concession agreements incidental to the operation of the Facility. All such leases, licenses, or concession agreements shall be in Owner's name.
- C. To the extent funds are available or are made available by Owner for such purpose pursuant to the terms of this Agreement, keep the Facility and the Furniture and Equipment in good order, repair, and condition, including without limitation making necessary, desirable, or appropriate replacements, improvements, additions, and substitutions to the end that the Facility shall be maintained and adequately furnished, consistent with the standard of a First-Class Facility.
- D. Negotiate and enter into, on behalf of Owner, service contracts required in the ordinary course of business in operating the Facility, including without limitation contracts for electricity, gas, telephone, detective agency protection, waste management, vermin extermination, water, steam, cleaning, elevator and boiler maintenance, air conditioning maintenance, master television service, high speed internet service, laundry and dry cleaning, and other services that Manager deems advisable. All such contracts shall be in Owner's name.
- E. Retain, on behalf of Owner, accountants, lawyers or other professionals reasonably necessary in connection with or in furtherance of the performance of Manager's duties pursuant to this Agreement.

- F. Supervise and purchase, in Owner's name, all inventories, provisions, and operating supplies, which, in the normal course of business, are necessary, desirable, or appropriate to maintain and operate the Facility.
- G. Take such action at law or in equity, in the name of either Manager or Owner, which Manager shall deem necessary, desirable, or appropriate in connection with routine matters, such as, but not limited to, proceedings for collection of amounts due the Facility for services rendered, arising out of the normal course of the operation of the Facility. Manager may not bring any action or proceeding in connection with matters which are not routine or which do not arise during the normal course of the operation of the Facility without the prior consent of Owner. Owner shall have the right to join in all legal action or proceedings in which it is a named party or in which it either has a legal interest or would ultimately be responsible for payment of all or part of any damages claimed whether or not Owner has been named a party.

Any of the matters with respect to which Manager has been granted authority by this Agreement may, at Manager's sole and absolute discretion, be subcontracted to other entities or persons, including, without limitation, Manager's Affiliates.

SECTION 3.3 – LIMITATION ON MANAGER'S AUTHORITY: Except as permitted by the Annual Operating Budget, Manager may not, without the prior written consent of Owner, enter into any written contract or agreement on behalf of Owner which is to last for more than one (1) year from its commencement date or obligate Owner to an expenditure of more than Ten Thousand Dollars (\$10,000).

SECTION 3.4 - OPERATION: Manager shall operate the Facility and activities in such manner as is customary and usual in the operation of a First-Class Facility, including Supervisory Services, and shall provide such facilities and services at the Facility as are normally provided by managers of First-class Facilities. Manager shall have the right to operate the Facility or grant concessions with respect to any services customarily offered at First-class Facilities.

SECTION 3.5 - BUDGETS: Manager shall submit to Owner a proposed Annual Operating Budget for each Fiscal Year. The proposed Annual Operating Budget shall include estimates of revenues and any and all amounts needed for Capital Expenditures, Group Services, Operating Expenses, and Ownership Costs for the Fiscal Year in the format of the monthly operating statements referred to in Article Nine. Manager and Owner shall use their best reasonable efforts to promptly discuss, negotiate and approve the proposed Operating Budget. Manager shall not be liable to Owner for reasonable expenditures made by Manager in excess of any budgeted amounts in the Annual Operating Budget, provided that, such expenditures are made by Manager in good faith and within the exercise of its best professional judgment.

ARTICLE FOUR ADVERTISING AND SALES PROMOTION

Manager shall be responsible for all day-to-day decisions related to the marketing program for the Facility, including without limitation all day-to-day decisions regarding advertising, rates, discounts, sales promotions, and the like. All costs and expenses of the marketing program shall be borne by Owner. Manager shall arrange for all advertising and promotion that Manager reasonably deems necessary, desirable, and appropriate for the successful operation of the Facility.

**ARTICLE FIVE
OPERATING EXPENSES BORNE BY OWNER**

SECTION 5.1 - EXPENSES INCURRED BY OWNER: All Operating Expenses, Ownership Costs, Capital Expenditures, and all other expenses and deductions of whatever kind and nature arising out of the operation of the Facility shall be borne by Owner.

SECTION 5.2 - EXPENSES INCURRED BY MANAGER ON BEHALF OF OWNER: Everything done by Manager in the performance of its obligations pursuant to this Agreement and all expenses incurred by Manager pursuant to this Agreement shall be for and on behalf of Owner, and borne by Owner, except for services referred to in Sections 6.1 and 6.2, which, except as provided therein, shall be rendered and performed by Manager at Manager's expense.

SECTION 5.3 - DEBTS AND LIABILITIES TO THIRD PARTIES: All debts arising in the course of business for the Facility are and shall be the obligations of Owner, and except as otherwise provided in Section 19.1, Manager shall not be liable for any of such obligations by reason of its management, supervision, and operation of the Facility.

SECTION 5.4 - BONUS POOL BASED ON PERFORMANCE: In addition to regularly scheduled compensation, Manager may design a bonus plan to motivate and reward the individual personnel employed at the Facility for achieving predetermined operating results. Personnel directly involved in the management and performance of the Facility may participate in, and be paid from, such bonus pool, and the total cost of such bonus pool will be borne by Owner and paid from the Agency Account.

**ARTICLE SIX
EXPENSES TO BE BORNE BY MANAGER**

SECTION 6.1 - SUPERVISORY SERVICES OF MANAGER: The Supervisory Services of Manager's officers, agents, or employees, other than those regularly or temporarily employed at the Facility, shall be provided by Manager at its own expense and not charged to Owner. All reasonable out-of-pocket disbursements and expenses incurred by Manager directly related to the management and operation of the Facility shall be paid by Owner.

SECTION 6.2 - SALARIES OF MANAGER'S OFFICERS: Owner shall not be charged with the salaries or wages of any officers of Manager or any of its Affiliates, except as otherwise specifically provided in this Agreement.

**ARTICLE SEVEN
COMPLIANCE WITH LAWS**

SECTION 7.1 - COMPLIANCE BY OWNER: At Owner's cost and expense, Owner will comply with and abide by all laws, rules, regulations, requirements, orders, notices, determinations, and ordinances of any federal, state, or municipal authority, including, without limitation, state, and local liquor authorities.

SECTION 7.2 - RIGHT OF OWNER TO CONTEST OR POSTPONE COMPLIANCE: With respect to a violation of any item described in Section 7.1, Owner shall have the right to contest same and postpone compliance pending the determination of such contest, if so permitted by law and not detrimental to the operation of the Facility, but, in such event, Owner shall indemnify

Manager and hold it harmless with respect to and from any loss, cost, damage, or expense, including attorney fees, as a result thereof.

ARTICLE EIGHT BANK ACCOUNT AND DISBURSEMENT OF FUNDS - WORKING CAPITAL

SECTION 8.1 - AGENCY ACCOUNT: All Working Capital furnished by Owner and amounts received by Manager in the operation of the Facility, including without limitation all Gross Sales, shall be deposited in the Agency Account. The Agency Account shall be maintained in Owner's name, in a bank selected by Manager and approved by Owner. Such monies shall not be commingled with the funds of Manager or Owner. Manager shall have sole signing authority with respect to the Agency Account and all funds deposited in the Agency Account.

SECTION 8.2 – DISBURSEMENT OF FUNDS: Manager shall pay all Capital Expenditures and all Operating Expenses, specifically including the fees payable to Manager pursuant to Articles Twelve and Fourteen of this Agreement, and all amounts due Manager pursuant to Articles Ten and Eighteen of this Agreement, from the Agency Account. Subject to the cash flow requirements of the Facility, Manager shall pay Ownership Costs and make Capital Expenditures from the Agency Account if and as specifically requested by Owner.

SECTION 8.3 - WORKING CAPITAL: Upon the execution of this Agreement, Owner and Manager shall agree on the initial "Working Capital" required for the Facility, and Owner shall deposit such amount in the Agency Account as initial Working Capital. Thereafter, Owner shall furnish Manager, from time to time, if and as required and requested in writing by Manager, funds in an amount to constitute sufficient Working Capital for the operation of the Facility. At the time the Annual Operating Budget is approved, Owner and Manager shall agree on the amount of Working Capital to be maintained by Owner during each Fiscal Year. Working Capital shall be replenished from Facility cash flow from time to time. If at any time such cash flow is insufficient to fund the required Working Capital amount, Owner shall, upon written request by Manager, promptly deposit the deficiency amount in the Agency Account.

SECTION 8.4 - WITHDRAWALS FROM BANK ACCOUNTS: Checks or other documents of withdrawal for the Agency Account shall be signed by one (1) or more authorized representatives of the Manager.

SECTION 8.5 – DISTRIBUTION OF FUNDS TO OWNER: As directed by Owner, and only to the extent that there are sufficient funds in the Agency Account to cover all other expenses and obligations described in this Agreement, including without limitation all Operating Expenses, Working Capital, Capital Expenditures, Management Fees, Incentive Fees and Termination Fees, Manager shall from time to time distribute excess funds to Owner.

ARTICLE NINE BOOKS AND RECORDS

Manager shall keep full and adequate books of account and other records reflecting the results of operation of the Facility on an accrual basis, all in accordance with the Uniform Account System. The books of account and all other records relating to or reflecting the operation of the Facility shall be available to Owner and its representative's at all reasonable times for examination, audit, inspection, and transcription. Manager shall provide to Owner an unaudited operating statement reflecting revenues and expenses for each month during which Manager manages the Facility, and an unaudited balance sheet. Such statements shall be provided no

later than the last day of the following month. Upon any termination of this Agreement, and after payment to Manager of any and all monies due and owing to Manager pursuant to this Agreement, including without limitation any Management Fee, Incentive Fee and Termination Fee, all such books and records shall be turned over to Owner at the Facility. Following termination of this Agreement, Manager shall have no further responsibility to update or maintain the books and records. For a period of ninety (90) days following termination, all such books and records shall be available to Manager at all reasonable times for inspection, audit, examination, and transcription.

Owner shall be responsible for preparing and filing all applicable income tax returns.

ARTICLE TEN MANAGER NOT OBLIGATED TO ADVANCE FUNDS

Manager shall not be obligated to advance any of its own funds for the maintenance and operation of the Facility or to or for the account of Owner, nor to incur any liability with respect to the Facility. However, if Manager shall have advanced any funds in payment of any necessary, desirable, and appropriate expenses reasonably related to, the maintenance and operation of the Facility, Owner shall promptly provide reimbursement to Manager upon demand. Owner shall immediately provide all funds disclosed by the Annual Operating Budget as required from Owner to operate the Facility on the date indicated for such provision in the Annual Operating Budget. Except in the case of funds covered by the preceding sentence, funds required for Working Capital (as described in Section 8.3) or emergency or unforeseen circumstances, Manager shall give Owner at least thirty (30) days' notice of any anticipated need for additional funds hereunder.

ARTICLE ELEVEN INSURANCE

SECTION 11.1 – OWNER OBLIGATION TO PROVIDE INSURANCE: Owner shall provide and maintain, at Owner's cost and expense, insurance sufficient to furnish Owner and Manager reasonable and adequate protection in connection with the ownership, management, and operation of the Facility on an "all-risk" basis, including without limitation the following:

- A. General commercial liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Facility and the adjoining streets, sidewalks and passageways, with primary limits of not less than one million dollars (\$1,000,000) combined single limit, and not less than One Hundred Thousand Dollars (\$100,000) with respect to property damage.
- B. Excess liability providing for a combined bodily injury, death and property damage occurring on, in or about the Facility and the adjoining streets, sidewalks and passageways, in limits of not less than Two Million Dollars (\$2,000,000).
- C. Liquor liability for not less than One Million Dollars (\$1,000,000).
- D. Such additional insurance as Owner reasonably deems appropriate and necessary to operate the Facility consistent with other First-Class Facilities, including employment practices liability insurance for not less than One Million Dollars (\$1,000,000).

All such insurance policies shall be issued by companies licensed to do business in the state where the Facility is located, which such companies shall have a Best's Rating of not less than "A+" (or equivalent rating if such rating system is no longer used). The deductible or self-insured retention under each such insurance policy shall not exceed Ten Thousand Dollars (\$10,000). All such policies shall provide that the same shall not be cancelled or modified without thirty (30) days prior written notice to the both Manager and Owner, and shall provide for the right of Manager at its option to pay any premium owing thereunder for the purpose of continuing coverage, and shall provide that such insurance shall not be impaired or invalidated by any act, failure to act or violation of declaration or condition in such policies by Owner.

SECTION 11.2 – MANAGER NAMED AS INSURED: All insurance shall be in the name of Owner. Manager shall be named as an additional insured on the general public liability policy through endorsements adequately protecting the interest of Manager, including, without limitation, provisions for at least thirty (30) days' written notice to Manager of cancellation or of any material change therein. Upon request, Owner shall provide Manager with certified copies of such insurance policies and shall furnish receipts for all premiums payable in connection therewith at least thirty (30) days prior to the due dates of such premiums.

SECTION 11.3 – ENDORSEMENT: All insurance provided and maintained by Owner pursuant to this Article Eleven shall specify an indemnification clause by endorsement naming Manager and Affiliates as additional insureds as follows:

"To protect, indemnify, and save harmless [Manager and Affiliates], its parent, subsidiaries, and Affiliates from and against any loss, damage, liability, or expense, including attorney fees, because of any obligation or loss or damage to person or property incurred or alleged to have been incurred or caused or alleged to have been caused by [Manager] and its affiliated entities, as well as their respective agents or employees, or by guests of the Facility, or as the result of use of the premises, or the sale of any food or services thereon or therefrom."

ARTICLE TWELVE MANAGEMENT FEE OF MANAGER

SECTION 12.1 - MANAGEMENT FEE: During each month of each Fiscal Year, Owner shall pay Manager a Management Fee equal to (4%) of Gross Sales. Owner authorizes Manager to pay the Management Fee from the Agency Account on the tenth (10th) day of the month following the month in which the Management Fee is earned.

SECTION 12.2 - INCENTIVE FEE: Within ninety (90) days following the end of each Fiscal Year during the initial or any extended Term of this Agreement, and in addition to the Management Fee, Owner shall pay Manager an Incentive Fee equal to ten percent (10%) of the amount by which the Gross Operating Profit ("GOP") for each Fiscal Year exceeds the GOP in the Annual Operating Budget for that Fiscal Year. By way of example, and merely to illustrate the manner for calculating the Incentive Fee, if GOP in the Annual Operating Budget for a Fiscal Year is \$10,000 and the actual GOP at the end of that same Fiscal Year is \$25,000, Manager will receive an Incentive Fee in the amount of \$1,500, calculated as follows: \$25,000 (actual GOP), less the \$10,000 (budgeted GOP), multiplied by 10%, equals \$1,500. Manager will not receive any Incentive Fee in a given Fiscal Year if the GOP in that Fiscal Year equal to or less than zero. In the event this Agreement is properly terminated prior to the end of a Fiscal Year, the financial results for that Fiscal Year shall be annualized, as of the effective date of termination, for purposes of calculating the Incentive Fee due to Manager.

**ARTICLE THIRTEEN
MANAGER'S TRADE NAMES, TRADEMARKS, SYSTEMS, AND EMPLOYEES**

SECTION 13.1- MANAGER'S RIGHTS: All Manager's Trade Names and Systems are exclusively the property of Manager. No provision of this Agreement and no right or remedy of Owner hereunder shall confer upon Owner, or any transferee, assignee, or successor of Owner, or any person, firm, or corporation claiming by or through Owner, the right to use, rent, lease, license, transfer, reproduce, network, display, or distribute the Manager's Trade Names or the Systems or use the Manager's Trade Names in the use and operation of the Facility, and Owner shall have no right to use such Systems or Manager's Trade Names. Manager shall be entitled to enforce its rights under this paragraph by actions for damages or relief by injunction and by the pursuit of any other right or remedy available to Manager at law or equity. This provision shall survive the termination of this Agreement, and Owner shall permanently cease to use, in any manner whatsoever, the Systems and shall return the Systems to Manager and shall be obligated to remove all use of the Manager's Trade Names from the Facility premises within fifteen (15) days after the termination of this Agreement.

SECTION 13.2 - USE OF NAME: Manager shall have the right, but not the obligation, to identify itself as manager of the Facility on any and all websites, advertisements and other materials used in connection with the Facility and the business of Manager and any of its Affiliates, and to post such signs in the lobby or other exterior or interior locations of the Facility as it may desire to so identify itself.

SECTION 13.3 – NON-SOLICITATION OF MANAGER'S EMPLOYEES: Owner recognizes that personnel employed by Manager, including those employed by Manager at the Facility, constitute an important and vital aspect of Manager's business. Owner agrees that during the Term of this Agreement, and for a period of one (1) year following the expiration or termination of this Agreement, Owner shall not, directly or indirectly, without the consent of the Manager (1) recruit, solicit, entice or hire (or assist anyone else in the foregoing activities) any personnel ever employed by Manager, or (2) encourage any such employee of Manager to terminate their employment with Manager.

**ARTICLE FOURTEEN
TERM OF AGREEMENT AND TERMINATION**

SECTION 14.1 - TERM: This Agreement shall commence upon the Commencement Date and shall continue for a (3 YEARS) year period and will automatically renew unless, at least one hundred eighty (180) days prior to the last day of the then current three-year Term, either Manager or Owner delivers written notice to the other party of its intention not to extend the Term for another five year period.

SECTION 14.2 - TERMINATION: this Agreement may be terminated as follows:

- A. If Owner fails to maintain all funds in the Agency Account required by this Agreement.
- B. If Owner fails to pay when due any Ownership Costs or other expenses described in Article Five of this Agreement.
- C. If Owner makes any sale, lease, transfer or assignment pursuant to Article Eighteen of this Agreement.

- D. If Owner uses the Facility or attempts to use the Facility for any purpose other than as a full-service restaurant and bar that is operated in a manner consistent with comparable First-class Facilities.
- E. If Owner sells, leases, or otherwise transfers or assigns the Facility or any interest in Owner without the prior consent of Manager.
- F. If Owner (i) files a petition seeking relief under the United States Bankruptcy Code, (ii) makes a general assignment for the benefit of creditors; (iii) consents to the appointment of or taking possession by a receiver, liquidator, assignee, sequestrator, trustee or custodian of all or a substantial part of his, her or their property; (iv) admits insolvency or inability to pay its debts generally as such debts become due; (v) fails generally to pay debts as such debts become due; or (vi) takes any action to dissolve or liquidate.
- G. Upon Condemnation, damage or destruction of a portion of the Facility to an extent which interferes with the regular and customary operation of the Facility.
- H. If Manager fails to cure or make reasonable progress toward curing any material breach of this Agreement within ninety (90) days following receipt of written notice of the breach from Owner.

SECTION 14.3 – TERMINATION FEES: In the event of termination pursuant to Section 14.2(A)-(G), Owner shall pay to Manager all of the following:

- A. All Management Fees are due Manager as of the date of termination.
- B. All Incentive Fees that would have been due to Manager as of the end of the Fiscal Year during which the termination occurred.
- C. A “termination fee” in an amount equal to the product of (i) the average monthly Management Fees for the 12-month period preceding the effective date of termination, multiplied by (ii) the number nine (“Termination Fee”). Owner and Manager expressly agree and acknowledge that due to the high level of expertise required by Manager to perform its obligations pursuant to this Agreement and the significant investment and the diversion of resources required by Manager to perform its obligations pursuant to this Agreement, the type and quantity of damages which Manager would suffer as a result of a premature termination of this Agreement are uncertain and difficult to ascertain by any known rule. As such, Owner and Manager expressly agree and acknowledge that the Termination Fee fairly calculate the damages Manager would incur as a result of a premature termination of this Agreement and do not constitute a penalty.
- D. Such other sums as to which Manager shall be entitled under the terms of this Agreement, including without limitation Articles Ten, Eighteen and Nineteen of this Agreement.

**ARTICLE FIFTEEN
UTILITIES, SERVICES, REPAIRS, MAINTENANCE,
CAPITAL IMPROVEMENTS, AND RENOVATIONS**

SECTION 15.1 – UTILITIES AND SERVICES: Owner shall be solely responsible for providing the Facility with electricity, gas, water, telephone, sewage, cleaning (including window cleaning), pest control, waste removal, elevator and boiler maintenance, air conditioning, and associated grounds maintenance, cable television service, high speed internet access, and any other services as are customarily provided in the operation of a comparable first-class facility. Owner shall upgrade and provide any additional services deemed reasonably necessary by Manager to ensure the Facility provides all the necessary utilities and services required for operation of a first-class facility.

SECTION 15.2 - REPAIRS, MAINTENANCE, AND CAPITAL IMPROVEMENTS: Manager is authorized, from time to time during any Fiscal Year, to reasonably expend funds from the Agency Account, which in Manager's opinion are necessary, desirable, and appropriate for regular and emergency repairs and maintenance. Manager may make Capital Expenditures from the Agency Account not in excess of Ten Thousand Dollars (\$10,000.00) per Fiscal Year. Capital Expenditures in excess of Ten Thousand Dollars (\$10,000.00), as recommended by Manager, shall be subject to the approval of Owner. If approved, such Capital Expenditures may be made from the Agency Account, and if sufficient funds are not available, Owner shall advance funds for such purposes.

SECTION 15.3 - RENOVATIONS: If, at any time during the term of this Agreement, Owner elects to renovate, rehabilitate, expand, or otherwise alter or modify the Facility, Owner shall give Manager and its Affiliates an opportunity to bid upon the contract for such work and any construction management services to be performed in connection therewith.

**ARTICLE SIXTEEN
NOTICES**

Any notice, statement, or demand required or permitted to be given under this Agreement shall be in writing, hand delivered to the President of Manager or Owner, as the case may be, or sent by certified mail, return receipt requested, addressed, as the case may be, to Manager or Owner at their respective addresses set forth above, or to such other address as Manager or Owner shall designate in the same manner as herein provided. Unless earlier received through hand delivery, notice shall be deemed to have been received on the date five (5) days after it shall have been mailed, as aforesaid, in any post office or branch post office regularly maintained by the United States Government.

**ARTICLE SEVENTEEN
ASSIGNMENT BY MANAGER**

Manager shall not assign any or all of its right, title, and interest under this Agreement without prior consent of Owner, except as follows:

- A. Manager shall have the right to assign this Agreement to an Affiliate, provided that such Affiliate shall assume in writing all of Manager's obligations hereunder, and that such assignment and assumption shall not relieve Manager of any such obligations; and

- B. Manager shall also have the right to assign this Agreement to any successor or assignee of Manager which may result from any merger, consolidation, or reorganization, provided that such successor or assignee assumes in writing all obligations of Manager hereunder, and that such assignment and assumption shall not relieve Manager of any such obligations.

**ARTICLE EIGHTEEN
ASSIGNMENT OR TRANSFER BY OR CHANGE IN OWNER**

SECTION 18.1 - ASSIGNMENT OR TRANSFER BY OWNER: Subject to Manager's termination rights under Section 14.2, Owner may sell, lease, or otherwise transfer or assign, during the term of this Agreement, the Facility or any interest in Owner without the prior consent of Manager, but Owner shall give Manager notice of any such action at least ninety (90) days prior to any such sale, lease, transfer or assignment.

SECTION 18.2 - TRANSFER COSTS: In the event of a sale, lease, or other assignment or transfer of the Facility, or sale or transfer of more than a fifty percent (50%) interest in Owner to any person, firm, or corporation other than a person, firm, or corporation owning more than a fifty-percent (50%) interest in Owner on the date of this Agreement, whether:

- A. Manager is requested to continue to manage the Facility, whether by an assignment or continuation of this Agreement or by execution of a new management agreement; or
- B. Manager's management is terminated;

and, if Manager is requested to make any computer, bookkeeping, accounting, tax, or other changes, entries, transfers, prorations, adjustments, or calculations in connection therewith, the reasonable and necessary costs of Manager in making same shall be paid by Owner and/or the other parties to the assignment or transfer, all of which or whom shall be jointly and severally responsible therefor.

In addition, any reasonable and necessary cost for establishing the books and records of the Facility for the benefit of the assignee or transferee shall be paid to Manager by the assignee or transferee. If the assignee or transferee refuses to make such payment, it shall remain a responsibility of Owner.

**ARTICLE NINETEEN
INDEMNIFICATION AND LIMITATION OF LIABILITY**

SECTION 19.1 – LIMITATION OF LIABILITY: Manager's liability with respect to the management of the Facility shall be limited to damages suffered as a result of gross negligence or willful misconduct on the part of Manager. Without limiting the generality of the foregoing, Manager shall have no liability to Owner for any damages or negative consequences to the Facility or Owner which result from Manager's good faith performance of its duties pursuant to this Agreement. For example, and without limitation, Manager shall not be liable to Owner for any damages or negative consequences to the Facility or Owner which result from Manager placing suppliers and other vendors to the Facility on a "cash only" basis because of insufficiency of funds in the Agency Account.

SECTION 19.2 - INDEMNIFICATION: Owner shall indemnify, hold harmless, and reimburse Manager, its subcontractors, employees, agents, successors and assigns, and the members, managers, officers, directors, and/or shareholders thereof for, from, and against each and every liability, loss, claim, demand, expense, and damage, including without limitation reasonable attorney fees, imposed on or incurred by Manager, its Affiliates, subcontractors, employees, agents, successors and assigns, and the members, managers, officers, directors, and/or shareholders thereof directly or indirectly relating to, resulting from, or arising out of Manager's management of the Facility. Notwithstanding the foregoing, Owner shall not be required to indemnify Manager against damages suffered as a result of gross negligence or willful misconduct on the part of Manager. Manager shall indemnify, hold harmless, and reimburse Owner, its employees, agents, successors and assigns, and the members, managers, officers, directors, and/or shareholders thereof, for, from, and against each and every liability, loss, claim, demand, expense, and damage, including without limitation reasonable attorney fees, imposed on or incurred by Owner, its employees, agents, successors and assigns, and the members, managers, officers, directors, and/or shareholders thereof directly or indirectly relating to, resulting from, or arising out of Manager's gross negligence or willful misconduct.

SECTION 19.3 - SURVIVAL: Indemnification claims under this Article Nineteen shall be reasonably paid and adjusted upon termination of this Agreement or sale of the Facility by Owner provided, however, Owner's indemnification of Manager shall survive termination of this Agreement or the sale of the Facility. Any payment and adjustment made upon termination or sale shall not relieve Owner of its obligation to indemnify Manager against claims asserted subsequent to termination of this Agreement or the sale of the Facility. In the event of a sale, Owner shall establish reasonably appropriate reserves for the payment of claims asserted subsequent to the sale in an amount determined by mutual agreement of Owner and Manager. Owner's indemnification obligation shall be binding upon its successors and assigns.

ARTICLE TWENTY ENVIRONMENTAL REPRESENTATIONS AND INDEMNIFICATION

SECTION 20.1 - HAZARDOUS SUBSTANCES: Owner hereby represents that any well and/or septic systems serving the Facility are in compliance with all applicable laws and regulations. Owner hereby further represents that, to the best of its knowledge, the Facility is not subject to any federal, state, or local "Superfund" lien proceedings, claims, liabilities, or actions, or the threat or likelihood thereof, for the cleanup, removal, or remediation of any "hazardous substance" from the Facility, and the Facility will be free of all "hazardous substances" as of the Commencement Date, except cleaning supplies and the like which are permitted by and are used in accordance with local, state, and federal statutes and regulations. As used in this Agreement, "hazardous substance" means any substance that is toxic, ignitable, reactive, or coercive and that is regulated by any local government, the State of _____, or the United States of America. "Hazardous substance" includes any and all materials or substances that are defined as "hazardous waste", "extremely hazardous waste", "hazardous substance", "toxic substances", "pollutants", or "contaminants" pursuant to state, federal, or local governmental law, including, without limitation, CERCLA, SARA, RCRA, the Clean Water Act, the OSHA Act, or the Toxic Substances Control Act, and any other substance which could be harmful to human health. "Hazardous substance" includes, but is not restricted to, asbestos, mold, petroleum products, nuclear fuel or materials, known carcinogens, urea formaldehyde, foamed-in-place insulation, and polychlorinated biphenyl (PCBs).

SECTION 20.2 - INDEMNIFICATION: Without limiting the generality of Article Nineteen, unless directly caused by gross negligence or willful misconduct on the part of Manager, Owner

shall indemnify, defend, and hold Manager harmless from and against any claim, damage, or expense, including without limitation attorney fees, related to the well or septic systems serving the Facility or arising out of the installation, use, generation, storage, disposal of, or damages caused by any "hazardous substance" on, in, or about the Facility.

ARTICLE TWENTY-ONE SUCCESSORS AND ASSIGNS BOUND

This Agreement shall be binding upon and inure to the benefit of Owner and Manager and their permitted successors and assigns.

ARTICLE TWENTY-TWO DISPUTE RESOLUTION

SECTION 22.1 – DISPUTES SUBJECT TO MANDATORY ARBITRATION: Binding arbitration, administered by the American Arbitration Association, pursuant to the Expedited Procedures set forth in its Commercial Arbitration Rules, shall be the exclusive remedy for any and all disputes, demands or claims between Owner and Manager which involve monetary amounts of Twenty Five Thousand Dollars (\$25,000) or less, including without limitation any such disputes arising out of or related in any way to this Agreement. Unless otherwise agreed to in writing by Owner and Manager, the hearing locale for any such binding arbitration shall be St. Paul, Minnesota.

SECTION 22.2 – ALL OTHER DISPUTES: Any and all disputes, demands or claims between Owner and Manager that are not subject to binding arbitration pursuant to Section 22.1 of this Agreement shall be resolved in the Second Judicial District Court of the State of Minnesota ("the Minnesota Court"), which shall be the sole and exclusive forum for resolution of any and all such disputes, demands or claims of any kind. By signing this Agreement, Owner and Manager consent to the jurisdiction of the Minnesota Court and waive any defense that the Minnesota Court lacks personal jurisdiction over Owner or Manager.

SECTION 22.3 – COSTS AND EXPENSES: In the event that Manager is required to enforce its rights under this Agreement, by way of demand, claim, defense or otherwise, Owner agrees to reimburse Manager for all costs, expenses and reasonable attorney fees incurred in doing so.

SECTION 22.4 - GOVERNING LAW: It is the intention of the parties that this Agreement shall be governed by the laws of the State of Minnesota, and that all questions concerning the validity, intention, and meaning of this Agreement or relating to the rights and obligations of the parties with respect to performance under this Agreement shall be construed and resolved under the laws of such State.

ARTICLE TWENTY-THREE MISCELLANEOUS PROVISIONS

SECTION 23.1 - REPRESENTATION AND WARRANTY OF OWNER: Owner hereby represents and warrants that as of the Commencement Date, Owner owns all right, title and interest in and to the Facility and all Furniture and Equipment located at the Facility.

SECTION 23.2 - NO PARTNERSHIP OR JOINT VENTURE: Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Owner and Manager.

SECTION 23.3 - ADDITIONAL DOCUMENTS: Each party shall execute, acknowledge, or verify and deliver any and all documents necessary from time to time to carry out the purposes and intent of this Agreement.

SECTION 23.4 – SEVERABILITY: It is the intention of the parties to comply fully with all laws and public policies, and this Agreement shall be construed consistently with such laws and public policies to the extent possible. To the extent that any court of competent jurisdiction is unable to so construe any provision of this Agreement and holds such provision or any part thereof to be invalid, such holding shall in no way affect the validity of the remainder of this Agreement.

SECTION 23.5 - COMPLETE AGREEMENT: this Agreement contains the entire agreement between the parties and supersedes any prior negotiations, representations, understandings, or agreements among them respecting the subject matter. No change, alteration, modification, addition, or qualification to the terms of this Agreement shall be made or be binding unless made in writing and signed by each of the parties.

SECTION 23.6 - NO THIRD-PARTY BENEFIT: this Agreement is intended for the exclusive benefit of Owner and Manager and their respective permitted successors and assigns, and nothing contained in this Agreement shall be construed as creating any right or benefit in or to any third party.

SECTION 23.7 – NON-WAIVER: No failure by any party to insist upon strict compliance with any term of this Agreement, to exercise any option, enforce any right, or seek any remedy upon any default of the other party shall affect or constitute a waiver of the first party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default, nor shall any custom or practice of the parties at variance with any provision of this Agreement affect, or constitute a waiver of, any party's right to demand strict compliance with all provisions of this Agreement.

SECTION 23.8 – DRAFTING: Manager and Owner acknowledge that both parties have equally participated in the drafting of this Agreement and that if any term, condition or provision of this Agreement is deemed or construed to be ambiguous or vague, such ambiguity or vagueness shall not be construed in favor of or against any party to this Agreement.

SECTION 23.9 - CONSTRUCTION OF AGREEMENT: The captions at the beginnings of the several articles, sections, and subsections of this Agreement are not part of the context hereof, but are merely labels to assist in locating and reading those articles, sections, and subsections, and shall be ignored in construing this Agreement.

SECTION 23.10 - COUNTERPART EXECUTION: this Agreement may be executed in several counterparts and each such executed counterpart shall be considered as an original of this Agreement. Facsimile or imaged signatures will have the same legal effect as originals.

IN WITNESS WHEREOF, Owner and Manager enter into this Agreement as of the date and year first above written.

Manager:

By: _____

Its: _____

Owner:

By: _____

Its: _____

SAMPLE

APPENDIX OF DEFINITIONS

For the purposes of this Agreement, and in addition to other terms defined throughout this Agreement, the following terms shall have the following meanings:

"Affiliate" means any person or entity that wholly or partially, directly or indirectly controls, is controlled by, or is under common control with Manager, regardless of the extent or degree of such control or common control.

"Agency Account" means the special account or accounts into which all monies received in connection with this Agreement and operation of the Facility, including Gross Sales and Working Capital, shall be deposited.

"Capital Expenditures" means any expenditure for the long-term betterment or improvement of the Facility, including without limitation any renovation, rehabilitation, expansion, alteration, change, addition, or improvement in or to the interior or exterior of the Facility.

"Commencement Date" means _____

"First-class Facility" and "First-class Facilities" mean a full-service facility, of like physical characteristics as the Facility, which maintains high standards of cleanliness, maintenance and service, with all services normally provided by managers of comparable facilities, including without limitation trained and uniformed staff, and which commands above average prices for food and beverage products.

"Fiscal Year" means each twelve (12) month period from January 1 through December 31 of each calendar year, except that the first Fiscal Year shall be that period beginning on the Commencement Date and ending on the following December 31.

"Furniture, Fixtures and Equipment" means furniture, furnishings, light fixtures, equipment, fixtures, and personal property of every kind and nature located in or upon the Facility.

For purposes of calculating the Incentive Fee described in Section 12.2 of this Agreement, "Gross Operating Profit" means all Gross Sales, less all Operating Expenses, except it does not include expenses associated with debt, debt service or interest on indebtedness, property and general liability insurance, property taxes, management fees, rent or common area maintenance expenses, depreciation, amortizations or any extraordinary expenses.

"Gross Sales" means all receipts, revenues, income, and proceeds of sales of whatever kind or nature received directly or indirectly from the operation of the Facility.

"Facility" means the real property, improvements, and all appurtenances known as the "_____", located at _____, including lounges, dining rooms, patios, meeting rooms, and all Furniture, Fixtures and Equipment.

"Manager's Trade Names" means the names, trade names, trademarks, and service marks of Manager, its parent, subsidiaries, and/or Affiliates, or any variations thereof when used alone or in conjunction with some other word or words, or some other design.

"Operating Expenses" means expenses and deductions to be paid from the Agency Account arising out of the actual day-to-day operation of the Facility, including, without limitation, the following:

- A. All salaries, wages, bonuses, other compensation, payroll taxes, employee benefits, unemployment insurance contributions, fringe benefits, medical and health insurance, retirement and pension plans, social security taxes, worker's compensation, and all other employee-related expenses;
- B. Charges for heat, water, light, power, telephone, internet, and other utilities and services;
- C. Repairs to and maintenance of the Facility excluding, however, Capital Expenditures;
- D. The cost of all products sold, including without limitation all food, food stuffs, beverages and consumables incurred in the day-to-day operations of the Facility;
- E. The cost of uniforms, laundry and linens used in operation of the Facility;
- F. Any amounts due Manager pursuant to this Agreement, including without limitation all such amounts due pursuant to Articles Ten, Twelve, Fourteen, Eighteen and Nineteen of this Agreement;
- G. Legal, accounting or other professional fees for services relating to the operation of the Facility or this Agreement, excluding any fees associated with the negotiation or preparation of this Agreement;
- H. Expenditures for all marketing, advertising, sales promotion, and public relations;
- I. Franchise fees, if any;
- J. All administrative and general expenses, including, without limitation, reasonable charges for accounting, computer support and data processing performed by Manager and/or its Affiliates;
- K. Any leasehold rental expenses for equipment, including, without limitation, telephone, internet services, televisions, and satellite dishes;
- L. Debt service (interest and principal) on any mortgage or other loans on the Facility;
- M. Property taxes and assessments;
- N. All insurance premiums, including, without limitation, fire and extended coverage policies, general public liability policies, worker's compensation policies, business interruption policies, fidelity bonds, dram shop and other liquor liability policies, and any other insurance coverage to be maintained pursuant to the terms of this Agreement or otherwise;
- O. Cost of any audits requested or desired by Owner or Manager;

- P. All reasonable business, entertainment, travel, mileage (at current reimbursement rates approved by the Internal Revenue Service) and other reasonable expenses associated with the operation of the Facility incurred by Manager, its employees and agents, the general manager, and other key employees of the Facility; and
- Q. All other reasonable proper and necessary expenses and deductions, of whatever kind or nature, arising out of the operation of the Facility.

“Group Services” shall consist of the actual cost of the services without mark-up or profit to the Manager or any of its affiliates, but shall include a pro-rata portion (allocated on an equitable basis among all properties benefiting therefrom) of:

- A. Salaries and Employee Benefit Costs
- B. Cost of Equipment used in Performing the Group Service
- C. Overhead Costs reasonably allocated thereto of any property providing the Group Service

Costs incurred in providing the Group Services shall be allocated in the manner described in the Annual Operating Budget. The cost for the Group Services shall not exceed the amounts for such services set forth in the Annual Operating Budget. Notwithstanding the foregoing, in no event shall the terms upon which the Manager assesses the allocable portion of the cost of Group Services be less favorable than the terms upon which the Manager assesses other than the allocable costs of Group Services to other properties managed by the Manager.

Cost of Group Services shall be a Direct Operating Cost. In addition, if equipment is installed and maintained at the Facility in connection with the rendition of any Group Services, all costs thereof will be charged as a Direct Operating Cost of the Facility as determined by the Manager in good faith and consistent with GAAP.

"Ownership Costs" means the following costs, which shall be paid by Owner from Owner's separate funds:

- D. Depreciation of the Facility, Furniture, Fixtures and Equipment, and operating supplies;
- E. Capital Expenditures to the extent funds for Capital Expenditures are unavailable in the Agency Account, and deposits to replacement reserve funds; and
- F. Such other costs defined as Fixed Charges in the Uniform Account System and not specifically provided for otherwise in this Agreement.

“Supervisory Services” means supervision of Manager's employees at the Facility by officers, agents or employees of Manager who are not regularly or temporarily employed at the Facility. It does not include other services – such as accounting, purchasing, management information systems, human resources, personnel records and information systems, payroll and financial record systems, national personnel recruiting and training programs, or other group benefits and services – which Manager may provide to the Facility through officers, agents, employees or Affiliates who are not regularly or temporarily employed at the Facility.

"Systems" means any systems, computer software, methods, procedures, techniques, trade secrets, know-how, or any materials or devices constituting any part of the same required by Manager with respect to the Facility.

"Uniform Account System" means the latest published edition of the Uniform System of Accounts for Restaurants, as revised from time to time and as modified by applicable provisions of this Agreement.

SAMPLE

Meeting Date: 04/23/2024

By: Mark Riverblood, Engineering/Public Works

Information

Title:

Adopt Resolution #24-121 Establishing a \$370,140 Budget and Approving the Playground Installation for The Hollow

Purpose/Background:

A 243 lot residential subdivision was approved by the City in 2021 entitled Riverstone South—and is generally south of Hwy's #10 & #169 and north of the Bowers Drive residential area. As part of the planning process in 2020-21 it was determined that Park Dedication for the new plat would consist of one acre for a neighborhood park, and \$350,000 in cash for the park's development.

The purpose of this case is to formally approve the park development budget for the park, and specifically authorize the installation of a large and unique playground consistent with the Park & Recreation Commission's recommendation on April 11th, 2024.

Notification:

Substantial public engagement, workshops and Public Hearings occurred in 2020 and 2021 leading up to the plat's approval, and the dedication of the park.

Observations/Alternatives:

One of the stated goals for the park in this location was to preserve the existing trees—and then to incorporate the trees with the playground elements. The approved concept plan is the result of considerable planning to achieve these goals and to remain within reach of the \$350,000 park development budget. On April 1st, 2024 the Lump Sum Proposals were due to the city for all the wooden platforms, bridge and elevated boardwalks that the playground elements would be attached to, or interact with. The 300'+ feet of boardwalk elements with installation is \$138,200. The play equipment components to be attached to the boardwalk are available from the State Bid Contract and are \$38,705 including shipping and freight. These components will be purchased by the City directly, with the boardwalk contractor attaching and integrating them into the larger elevated boardwalk platforms. The zip line is one of these components that was available from the State Contract, and was installed last Summer (\$24,949).

The detailed budget is attachment 5 and includes all the amenities that will be created at the park if Resolution #24-121 is adopted. Additional information will be presented at the meeting.

Funding Source:

The primary funding source is the \$350,000 in Park Dedication fees paid by the Developer of the residential subdivision.

Recommendation:

The Park & Recreation Commission and Staff recommend proceeding with the construction of the playground and other amenities at The Hollow as described in this case.

Action:

Motion to adopt Resolution #24-121 authorizing \$370,140 from the Park Trust Fund for the one-acre neighborhood park known as The Hollow, including \$177,200 for the playground specific components with installation.

Attachments

Playground RFP
State Bid components
Location map
Site map and proposed bldg
Specifications
Concept Plan
Itemized Budget
ZipVenture images
Res 24-121

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	04/18/2024 01:10 PM
Brian Hagen	Brian Hagen	04/18/2024 03:14 PM
Form Started By: Mark Riverblood		Started On: 04/17/2024 11:36 AM
Final Approval Date: 04/18/2024		

REQUEST FOR PROPOSAL

PROPOSAL MUST BE RECEIVED BY:

2:00 PM on Monday, April 1st, 2024

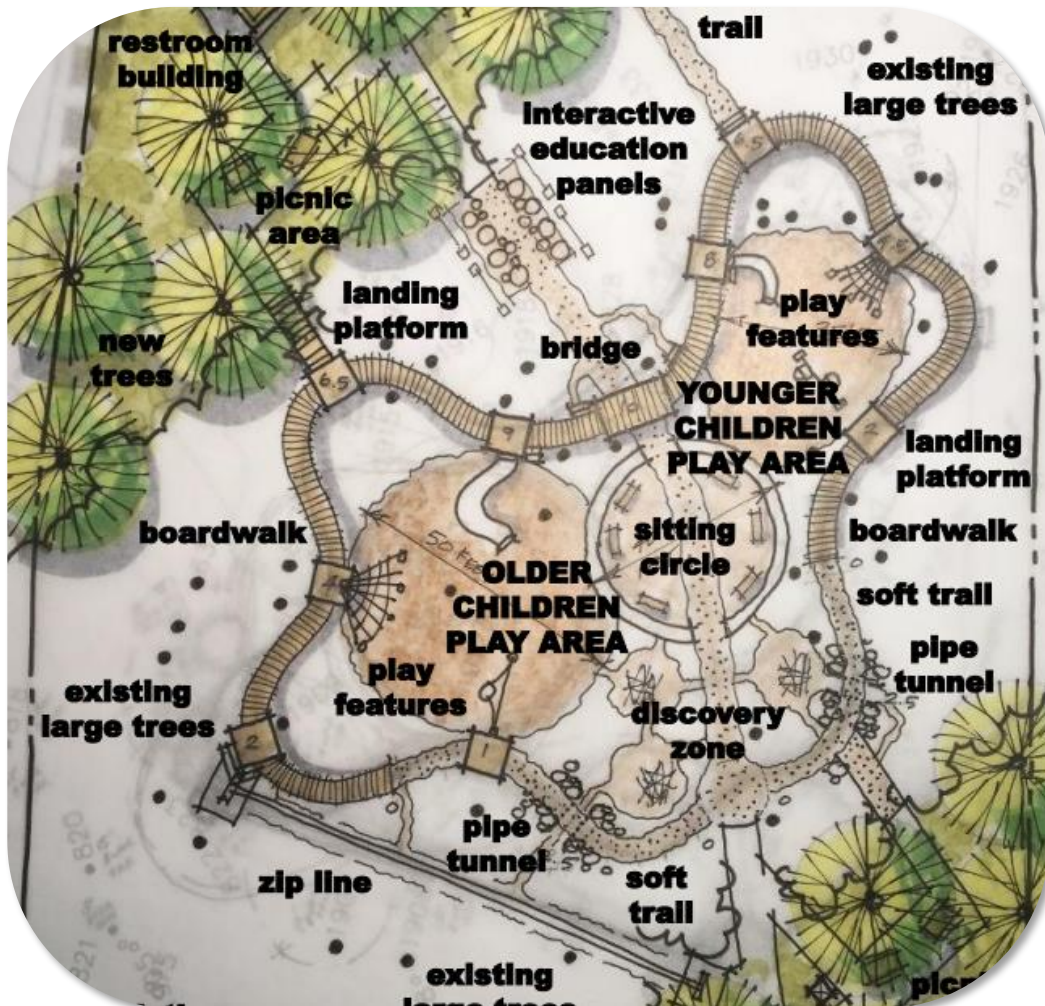
Submit by e-mail ONLY to:

Mariah Albrecht

763-433-9820

E-mail to: malbrecht@cityoframsey.com

Furnish Materials and Installation for a 'Design-Build'
Elevated Boardwalk with Attached and Separate
Play equipment Components for The Hollow,
14642 Snowy Owl Street, Ramsey, MN 55303



Furnish Materials and Installation for a 'Design-Build' Elevated Boardwalk with attached and Separate Play equipment Components

Pre-Qualifications:

- I. *Bidder/Contractor shall demonstrate that he/she has successfully designed and installed 3 (three) wood post and framed, or hybrid play component projects of comparable or greater scope in a county, municipal, state park, or school setting in MN or WI within the last 5 (five) years.
- II. Bidder/Contractor shall confirm his/her capacity to 'field adjust' the radii and platforms and detail of the construction to achieve the goals, function and play value pursuant to the intent and specifications below.
- III. Contractor is responsible for visiting the site to determine all existing conditions that may affect the performance of the Work, and may schedule a walk-through with city staff if desired.

Introduction and General Information:

- In submitting a proposal for this park project, the Contractor warrants that mobilization and material handling necessary to install ALL play equipment and improvements as specified is wholly included in their proposal.
- Contractor responsible for viewing the existing site, to review the general conditions and trees to protect. The City will stake the approximate center of each platform and the center bridge prior to the Contractor beginning construction.
- There are no known underground obstructions (E.g. abandoned footings, utilities) within the new play equipment site.
- This Request for Proposal shall be a Lump Sum, not-to-exceed amount. The Contractor must include within his/her quote any time or materials necessary to complete the work in a professional and quality manner. E.g. if matting is required due to wet conditions or to protect tree rooting zones – this expense is that of the Contractor. There will be no Change Orders.
- Work site may be required to be enclosed with temporary safety fencing – if the contractor is not physically on site. Fencing is **not required** if there are no equipment or loose items/tools anywhere on site, *aside from* loose major play components or lumber/timbers that do not constitute a hazard, and/or plywood/work mats (if used), which may be present until job completion.

Communication with the City:

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

Award and Selection Process:

The City (Owner) *anticipates* award of The Hollow playground project the day following City Council approval on April 23rd, 2024. The city will award the project to the most qualified proposer, in relation to the Lump Sum amount.

The Park and Recreation Commission will evaluate the qualifications of lowest Lump Sum proposer and will then make a recommendation to City Council for approval if the Contractor is deemed qualified.

Right to Reject Proposals:

The City of Ramsey reserves the right to reject any and all proposals in whole or in part, and to waive any informality or technical defects, in the City's judgment.

Work and Staging Areas:

Confine work activities to the playground area and a direct route from the parking bays, to that necessary to place/install play equipment. Contactor is responsible for protecting pavement and curbing from breaking and damage. Contractor must protect all tree trunks, and tree rooting zones from compaction. Skid steer equipment if used should be tracked, not wheeled machines. No mechanized equipment shall be left overnight at the park (unless fenced), and no construction activity shall be performed before 7 AM nor after 7 PM Monday through Saturday. The contractor shall provide 72 hour advance notice before working on Saturday. City Council approval is required for Sunday work.

A dumpster is not anticipated to be needed on site, and no construction related disposal is to be placed in the trash receptacle at the park. Contractor may dispose of any new playground packaging in the dumpster at Public Works, 14199 Jasper Street.

Shipment of Materials:

Before making any shipment of materials to the site, Contractor shall ascertain whether the site is in a condition to receive the shipment. Where this provision is neglected and material is delivered to the site when the latter is not in condition to receive it, such materials shall be properly stored elsewhere at the Contractor's expense and adequate insurance coverage provided for off-site storage.

Storage of Materials on Site or Off-site:

Contractor shall provide storage as required to protect and preserve all materials stored at the site. Storage of materials is to be confined to areas designated by the City. City will not sign for, or be responsible for, materials delivered to the site.

Materials and equipment which is delivered in advance of the installation period can be stored at the Public Works campus at 14199 Jasper Street, Ramsey, MN 55303. Contractor will be responsible for equipment and insurance of equipment stored at the Public Works campus. Material supplier/Contractor will also be responsible for the unloading and loading of the equipment at the campus. In addition, supplier will be responsible for delivery of the materials and play equipment components to the installation site and clean up all packaging materials/debris from loading/staging location. Contact Parks Supervisor Mike Berge at 763 286 8464 relating to the above logistics.

Schedule:

A schedule for the work shall be submitted to the City upon notification to the Contractor that they have been awarded the job. Once work has commenced, the Contractor shall continuously pursue completion in accordance with the approved schedule. The goal of these specifications is to minimize the number of days the playground site is under construction.

Liquidated Damages:

Liquidated damages shall be deducted from the approved quoted amount, in a sum of \$100 dollars per weekday (M-F) for non-completion after August 15th, 2024.

License and Insurance:

By submitting a proposal, the Contractor affirms they shall maintain the following minimum insurance coverage while completing their work as related to this RFP in the following amounts: Commercial General Liability \$1,000,000 per occurrence (written on an occurrence based form bodily injury and property damage); automobile liability \$1,000,000 per occurrence (including hired & non-owned bodily injury and property damage).

The City of Ramsey shall be named as an additional insured on the Commercial General Liability insurance. Certificates of Insurance for all of the above insurance shall be filed with the City prior to any work commencing. The Contractor also affirms they shall be licensed to perform the work in the State of Minnesota, and the work shall comply with all state and local laws.

Payment:

Payment will be made upon submittal of an invoice to the City on a net 30-day basis following City acceptance of the work (there will be no partial payments, nor change orders). An IC 134 form may be required prior to final payment.

Proposal(s) Duration:

The Contractor in submitting their proposal, acknowledges the amount shall be honored for a period of 90 days from the date of submission.

Warranty/Guarantee:

The Contractor warrants and guarantees to the Owner that all installation Work will be of good quality and free from faults or defects in accordance with this RFP. All defective Work may be rejected.

If required by the Owner, prior to payment, the Contractor will promptly without cost to the Owner, correct defective Work, or replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace within a reasonable time, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services shall be paid by the Contractor, or deducted by the Owner, all such costs from the quoted contract price.

If, instead of requiring correction or removal and replacement of defective Work, the Owner (prior to approval of final payment) prefers to accept it, they may do so. In such case, if the acceptance occurs prior to final payment, a Statement shall be issued incorporating the necessary revisions, including appropriate reductions in Contract Price.

All manufactured boardwalk, decks, walls, and bridge-like components and associated installation of play equipment shall be warrantied for a period of one year.

Specification Reference:

The Contractor shall conduct his/her work in conformance with the specifications set forth herein, and in accordance with safe construction practices. Additionally, the Contractor must be licensed to work in the City of Ramsey, at the time work may commence.

Elevated Boardwalk, Play Equipment and Site Improvements Specifications:

- Finished structures and improvements shall meet and comply with all current ADA Legislation and ASTM F1487 for installed play equipment.
- The finished playground project will not have a containment border, and the Engineered Wood Fiber (EWF) fall surfacing shall be by others.
- The elevated boardwalk is approximately 300 lineal feet (with a minimum inside dimension of 4'), not including 10 (ten) platforms, that are 6' x 6' feet square, and the center bridge platform that will be approximately 6' x 12'. All boardwalk shall be curved, or a curvy 'S' as shown within this RFP.



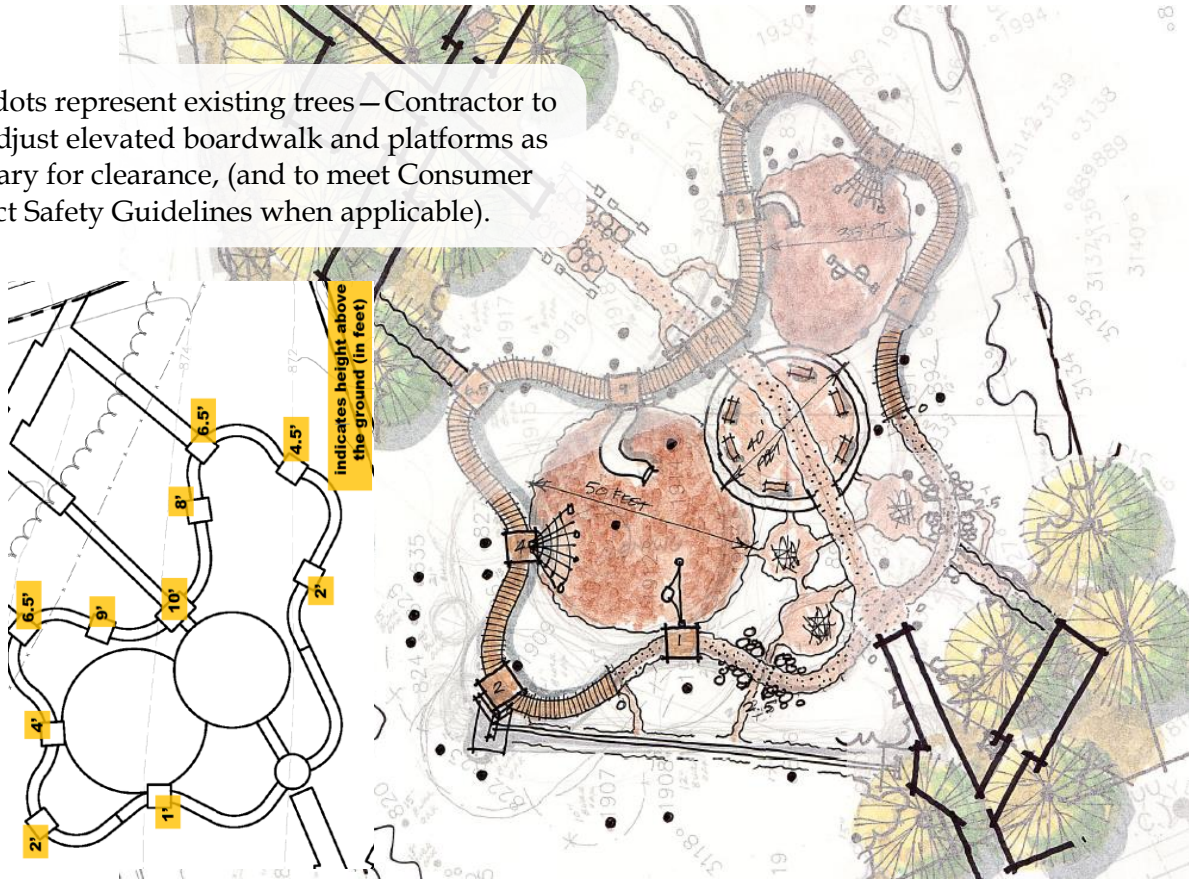
- The elevated boardwalk bark-on Tamarack support posts or timbers shall be 8'-10' On Center (O.C.) if not a part of the 10 platforms or 12' bridge. Each timber shall be round and a minimum of 10" inches in diameter and relatively uniform above ground. Each shall be buried a minimum of 2' feet, and backfilled with clean sand, sewer rock, or pea gravel, the latter of which that may be obtained at no cost at the City's Public Works facility. Everywhere necessary to protect tree roots greater than 4" in diameter, a basic box construction base may be utilized in lieu of a bury to attach posts and support raised platform to ensure adequate length of post above platform for railing or event attachment.
- Random width full dimensional rough sawn (R.S.) live edge Tamarack lumber 1" thick with all cut edges eased and all corners radius minimum of 2" shall be placed vertically for the elevated boardwalk sides or walls. These sidewalls are required on both sides (as depicted above) in continuous manner, when the boardwalk is 30" or higher above resilient surfacing. The live edge Tamarack shall have a spacing of 3" inches between each board. Exposed ends of boards sanded smooth with 60 grit sandpaper.
- Exposed structural railing components shall be full dimensional 2"x4" or 2"x6" R.S. Tamarack also with exposed sides and edges sanded smooth with 60 grit paper.
- Platform, walkway and bridge frames shall be constructed of Brown Treated 2X lumber of sufficient dimension to span required distances and in no case less than 2x6. Cross-bracing as required between tamarack logs shall also be Brown Treated 2X lumber not less than 2x6. All hardware coming into contact with treated materials must be coated or stainless-steel including lag bolts, deck screws and other connectors. Photos within this RFP shall inform design and clarify specifications as needed.

For purposes of elevated boardwalk and platform acceptance at the completion of the project, the acceptance standard shall be that the City and Contractor shall walk the boardwalk and find that there is NO perceptible movement laterally or vertically, nor significant sounds of movement.



- Deck boards shall be minimum 5/4"x6" S4S Red Cedar or equal. (Approved equal would include; a resin-based product, Trex brand or similar for decking.)
- All connecting hardware used for provided play components (stand-alone or attached to platforms) must be zinc plated or stainless steel, free of protrusions, vandal resistant and have a tamper proof design. Service kit for tamper proof fasteners must also be provided.
- Where connection of play equipment or component is into wood, all fasteners shall be galvanized, coated or stainless lag bolts a minimum of 3/8" diameter and of sufficient length. Decking screws and vertical member shall be fastened with galvanized, coated or stainless, a minimum of 3/16" and 1/4" flat washer/pan head screws or greater in size. All other connecting hardware (including fasteners for the Burke play equipment furnished by the City), shall be stainless steel and tamper resistant.
- The plan view image shown below identifies the approximate deck platform heights above grade. The precise deck height shall be adjusted to match the corresponding and proper play component attachment height above grade – which shall factor the 12" (EWF) placed by others.

Black dots represent existing trees – Contractor to field adjust elevated boardwalk and platforms as necessary for clearance, (and to meet Consumer Product Safety Guidelines when applicable).



- The following play components shall be installed within the play area pursuant to the concept illustration, and/or affixed to the 10 platforms. Note: the 2024 State Bid Contract pricing is shown only for reference with each play component or event, Contractor/Bidder shall NOT include these costs with their Lump Sum proposal – the City will supply these 16 components (14 types of play events) for Contractor installation.

Also, images are intended to show play event as installed: supplied components (or product number) does not include attachment columns or posts. The platform's Tamarack timbers shall be these attachment posts (aside from stand-alone components like the T-swing and Spinning Orb etc.).

MN State Contract #218090

Burke Model #550-9011

T-Swing w/seats

Qty: 1

\$1,960



Burke #370-0077

Cargo Net

Qty: 1

\$897 each



Burke #430-0554

Chute Slide Right

Qty: 1

\$3,600 each



Burke #370-0090

Leaf Climber

Qty: 1

\$1,331 each



Burke #490-0163

Viper Chute Slide (96")

Qty: 1

\$3,540 each



Burke 550-0206 ZipVenture Zip Line (75') Qty: 1

\$17,562 each INSTALLED 2023



The approximate 70' foot Zip line shown above is installed at the park. The Contractor shall field engineer a wooden boardwalk type connection between the adjacent 2' foot high platform, to the zip line's existing upper deck. The wood boardwalk may be fastened to the zip line platform and/or its support posts and meet CPS guidelines.

Burke #370-0793

Nature Play Board Climber

Qty: 2

\$2,105 each



Burke #570-2717

Stability Sanctuary Hammock

Qty: 1

\$2,764 each



Burke #370-0124

Twist Net

Climber Qty: 1

\$3,146 each



Burke #370-0008

Wild Web Net Climber

Qty: 1

\$5,433 each



Burke #570-0012

Tree Branch Climber

Climber Qty: 2

\$1,193 each



Burke #370-1616

TakTiks Tall Rope Wall Climber

Qty: 1

\$2,084 each



Burke #560-2615

Split Log Climber

Qty: 1

\$2,115 each



Burke #560-0457

Swift Twist Spinner

Qty: 1

\$1,504 each



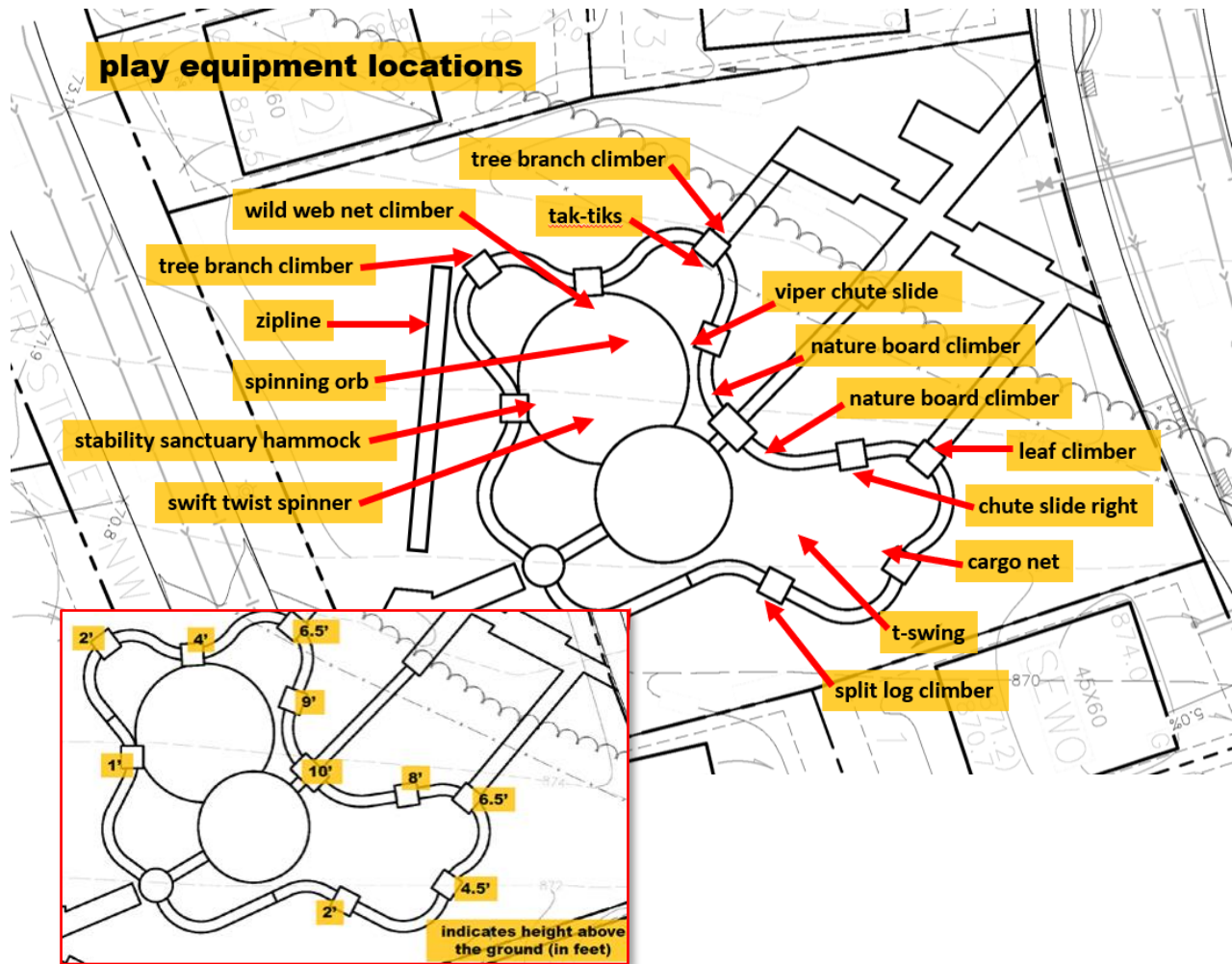
Comet II Spinning Orb

Qty: 1

\$2,327 each



- The following is the schematic location exhibit of where the provided play components are to be installed – Contractor to make minor field adjustments pursuant to, and in consideration with **all specifications** within this Request for Proposal.



Project Requirements:

I/We agree to furnish all labor, supply materials as needed, and site security to perform the work as described below:

- Contractor and the City of Ramsey shall enter into the City's standard form of agreement.
- Contractor shall secure all permits related to the Work (if any).
- Contractor shall provide evidence of insurance in accordance with City requirements, and be licensed to work in the City (a \$75 fee).
- Contractor shall submit material examples to the City of Ramsey's representative for review and approval if requested.
- The park should be reasonably accessible to the public during construction for a safe site, as well as public use of the existing zipline. Portions of the work site may be required to be enclosed with temporary safety fencing—if the contractor is not physically on site. Fencing is not required if there are no equipment or loose items/tools anywhere on site.
- Contractor shall provide temporary facilities, as required, for proper storage of materials and if necessary, also sanitation (outdoor portable toilet on-site).
- Contractor shall protect ALL trees and shrubs and notify the City's representative immediately of any damage to trees.
- The City is not responsible for stolen, missing or damaged materials.
- The Contractor shall substantially complete the project by July 31th 2024.
- Contractor shall notify the City's representative prior to substantial completion to schedule a final review of the work and make corrections to deficiencies identified in the final review.
- This Request for Proposal shall be a not-to-exceed amount. The Contractor must include within his/her quote any time or materials and incidentals necessary to complete the work in a professional and quality manner. At the completion of the Work, the site's grounds shall be returned to its current condition by the Contractor.
- There shall be no Change Orders.

Proposal for Furnishing Materials and Installation of' Design-Build' Elevated Boardwalk with Attached and Separate Play equipment Components

\$ _____ **Lump Sum** for all costs to complete installation as referenced.

In submitting the above quote, I/We warrant the quote valid for work to be completed on or before July 31th, 2024.

Additionally, I/we acknowledge the Specifications, Provisions, and existing conditions referenced herein and above. (Bidder need only submit this Proposal page #21.)

Contractor name _____

Owner or representative _____

Signature _____

Phone(s) _____

E-mail _____

*List three related projects of comparable scope for a governmental agency in Minnesota or Wisconsin within recent 5 years, with contact/reference information:

Project name and location _____

Contact name and info _____

Project name and location _____

Contact name and info _____

Project name and location _____

Contact name and info _____

Burke Model #550-9011

T-Swing w/seats

Qty: 1

\$1,960



Images are intended to show play event as installed

Burke #370-0077

Cargo Net

Qty: 1

\$897 each



Images are intended to show play event as installed: product number does not include attachment columns or posts.

Burke #430-0554

Chute Slide Right

Qty: 1

\$3,600 each



Images are intended to show play event as installed: product number does not include attachment columns or posts.

Burke #370-0090

Leaf Climber

Qty: 1

\$1,331 each



Images are intended to show play event as installed: product number does not include attachment columns or posts.

Burke #490-0163

Viper Chute Slide (96")

Qty: 1

\$3,540 each



Images are intended to show play event as installed: product number does not include attachment columns or posts.

Burke 550-0206 ZipVenture Zip Line (75') Qty: 1

\$17,562 each INSTALLED 2023



Images are intended to show play event as installed: product number does not include attachment columns or posts.

Burke #370-0793

Nature Play Board Climber

Qty: 2

\$2,105 each



Images are intended to show play event as installed: product number does not include attachment columns or posts.

Burke #570-2717

Stability Sanctuary Hammock

Qty: 1

\$2,764 each



Images are intended to show play event as installed: product number does not include attachment columns or posts.

Burke #370-0124

Twist Net

Climber Qty: 1

\$3,146 each



Images are intended to show play event as installed: product number does not include attachment columns or posts.

Burke #370-0008

Wild Web Net Climber

Qty: 1

\$5,433 each



Images are intended to show play event as installed: product number does not include attachment columns or posts.

Burke #570-0012

Tree Branch

Climber Qty: 2

\$1,193 each



Images are intended to show play event as installed: product number does not include attachment columns or posts.

Burke #370-1616

TakTiks Tall Rope Wall Climber

Qty: 1

\$2,084 each



Images are intended to show play event as installed: product number does not include attachment columns or posts.

Burke #560-2615

Split Log Climber

Qty: 1

\$2,115 each



Burke #560-0457

Swift Twist Spinner

Qty: 1

\$1,504 each



Burke #560-2589

Comet II Spinning Orb

Qty: 1

\$2,327 each



St. Croix Recreation Fun Playgrounds INC.
 1826 Tower Dr W
 Stillwater, MN 55082 US
 16514301247
 hannah@stcroixrec.com



Estimate

ESTIMATE # 6925

DATE 04/04/2024

EXPIRATION DATE 04/18/2024

ADDRESS

City of Ramsey
 Email:
 accountspayable@ci.ramsey.mn.us

SHIP TO

City of Ramsey
 Attn: Parks Department
 14100 Jasper St NW
 Ramsey, MN 55303

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

SALES REP

Mike Basich

ACTIVITY	QTY	RATE	AMOUNT
The Hollow project:			
BCI 550-9011 T-SWING, 2 SEAT 7' TOT SEATS, GALV CHAIN - 157 Lb.	1	1,960.00	1,960.00T
BCI 370-0077 CARGO NET 48"-56" - 23 Lb each	1	897.00	897.00T
BCI 430-0554 VIPER Chute Right Slide - 242 each	1	3,600.00	3,600.00T
BCI 370-0090 LEAF CLIMBER 56" - 49 Lb. each	1	1,331.00	1,331.00T
BCI 490-0163 Viper Slide R 96" - 202 Lb. each	1	3,540.00	3,540.00T
BCI 370-0792 NaturePlay Board Climber - 101 Lb each	2	2,105.00	4,210.00T
BCI 570-2717 Stability Sanctuary Hammock - 49 Lb each	1	2,764.00	2,764.00T
BCI 370-0124 Twist Net Climber - 34 Lb each	1	3,146.00	3,146.00T
BCI 370-0008 WILD WEB ROPE CLIMBER - 77 Lb each	1	5,433.00	5,433.00T
Services Tree Branch Climbers	2	1,193.00	2,386.00
BCI 370-1616 TAKTIKS, TALL ROPE WALL - 31 Lb each	1	2,084.00	2,084.00T
BCI 560-2615 Natureplay Horizontal Split Log Climber - 8"-20" - 212 Lb. Each	1	2,115.00	2,115.00T
BCI 560-0457 SWIFT TWIST SPINNER - 52 Lb	1	1,504.00	1,504.00T
BCI-560-2589 COMET II ACCESSIBLE SPINNING ORB - 147 Lb eac	1	2,327.00	2,327.00T

Lead time

Lead time estimate 6-10 weeks; ship date based on inventory at time of order.

Freight

Freight quotes currently only valid for 15 days.

T

By signing estimate or authorizing by email or PO, purchaser is agreeing to billing terms as listed on the estimate. Order to include model number(s), quantity and color(s) above including any supplemental documents provided and/or requested. Please verify all content for accuracy. **Those purchasing off of the MN State Contract are bound only by the terms and conditions listed in said contract**

ACTIVITY	QTY	RATE	AMOUNT
Quote based on information currently listed on estimate. Modifications to delivery address, contact or offloading capability must be made prior to order. If made after order is placed, surcharges may apply.			
STATE CONTRACT STATE CONTRACT #218090	37,297	-0.04	-1,491.88T

MATERIAL ITEMS AS QUOTED ARE GOOD FOR 30 DAYS. FREIGHT QUOTES ARE GOOD FOR 15 DUE TO FUEL UNCERTAINTIES. SALES TAX SUBJECT TO CHANGE. ADD IF NOT TAX EXEMPT OR SUPPLY EXEMPTION CERTIFICATE IF NOT ON FILE. PAYMENT TERMS ARE NET 30 DAYS UNLESS OTHERWISE NOTED. FAILURE TO PAY IN A TIMELY MANNER WILL BE SUBJECT TO INTEREST AT A RATE OF 1.5%/MONTH OR 18% ANNUALLY.

SUBTOTAL	35,805.12
TAX (0%)	0.00
SHIPPING	2,900.00
TOTAL	\$38,705.12

*LEAD TIMES AND SHIPPING DATES ARE BASED ON CURRENT INVENTORY. PLEASE BE PATIENT AS OUR VENDORS NAVIGATE SUPPLY CHAINS & NATIONAL SHORTAGES.

**FOR BIDDING CONTRACTORS & SUPPLIERS: ST CROIX RECREATION IS NOT LIABLE FOR INTERPRETATION OF PROJECT BIDS, DRAWINGS OR ADDENDA. IT IS THE CUSTOMER'S RESPONSIBILITY TO VERIFY ACCURACY OF MODEL NUMBER(S), DESCRIPTION(S), QUANTITY AND COLOR(S) DIRECTLY WITH END USER

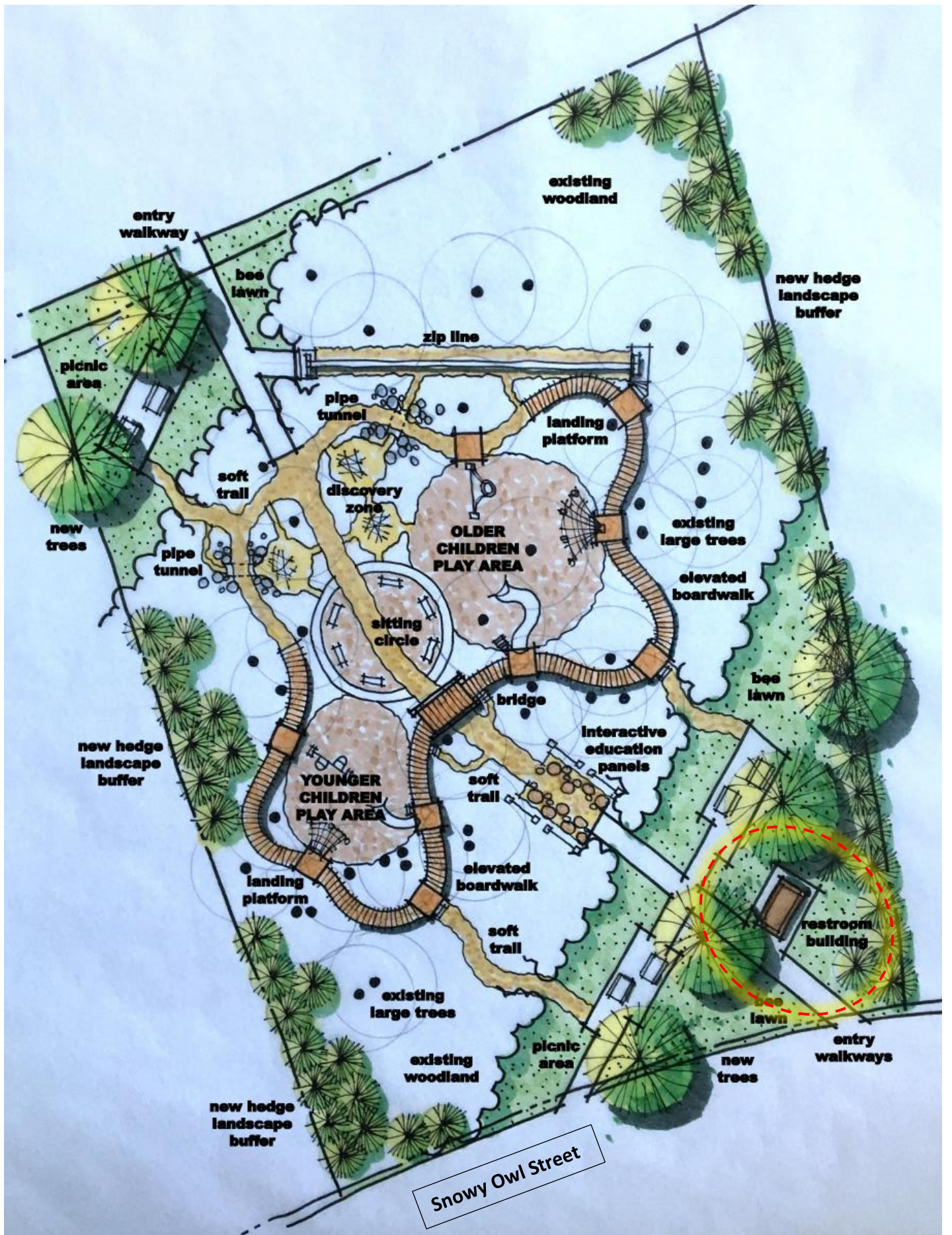
Accepted By

Accepted Date



New one-acre park

Mississippi National River and Recreation Area



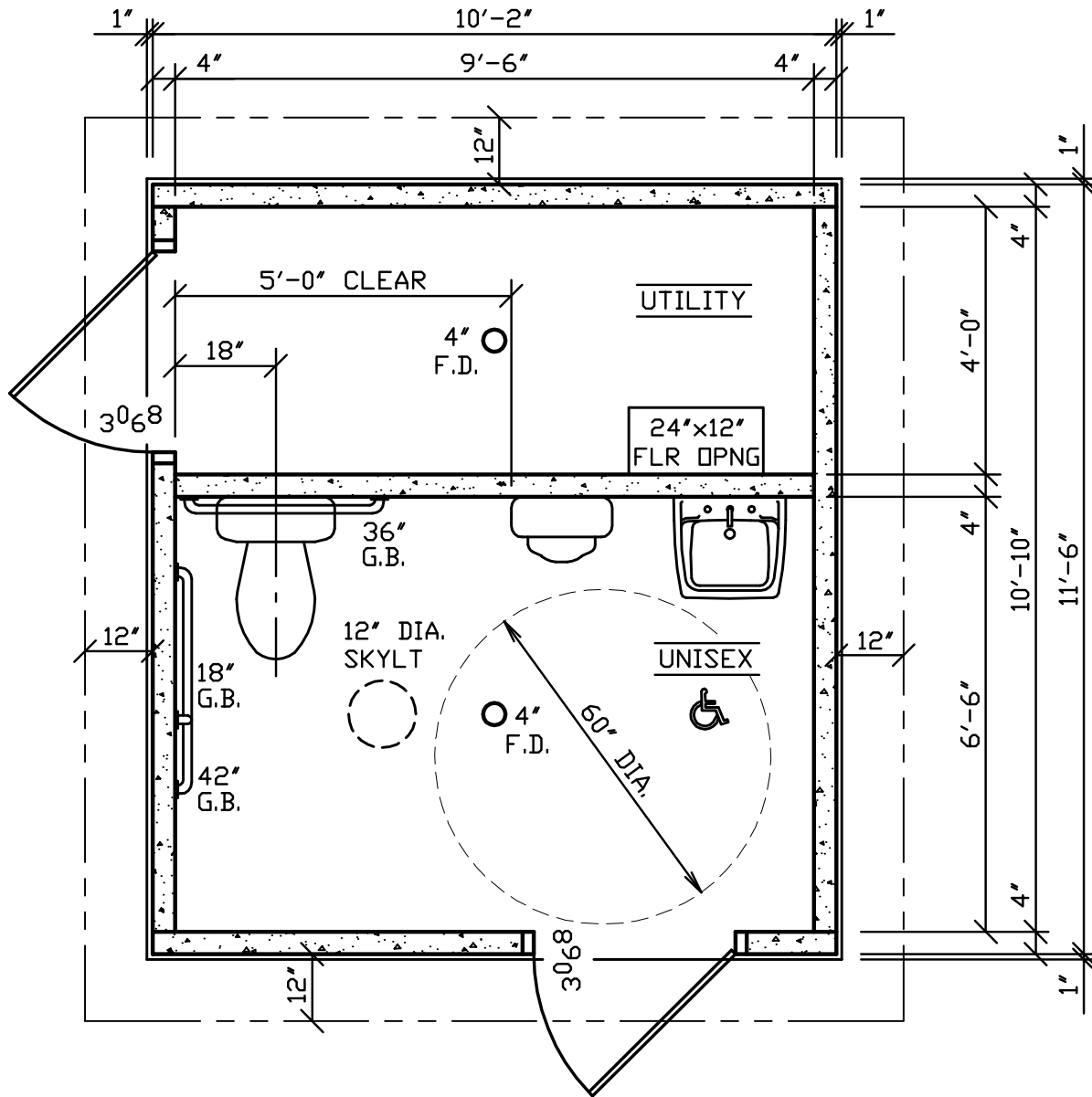


LYNX



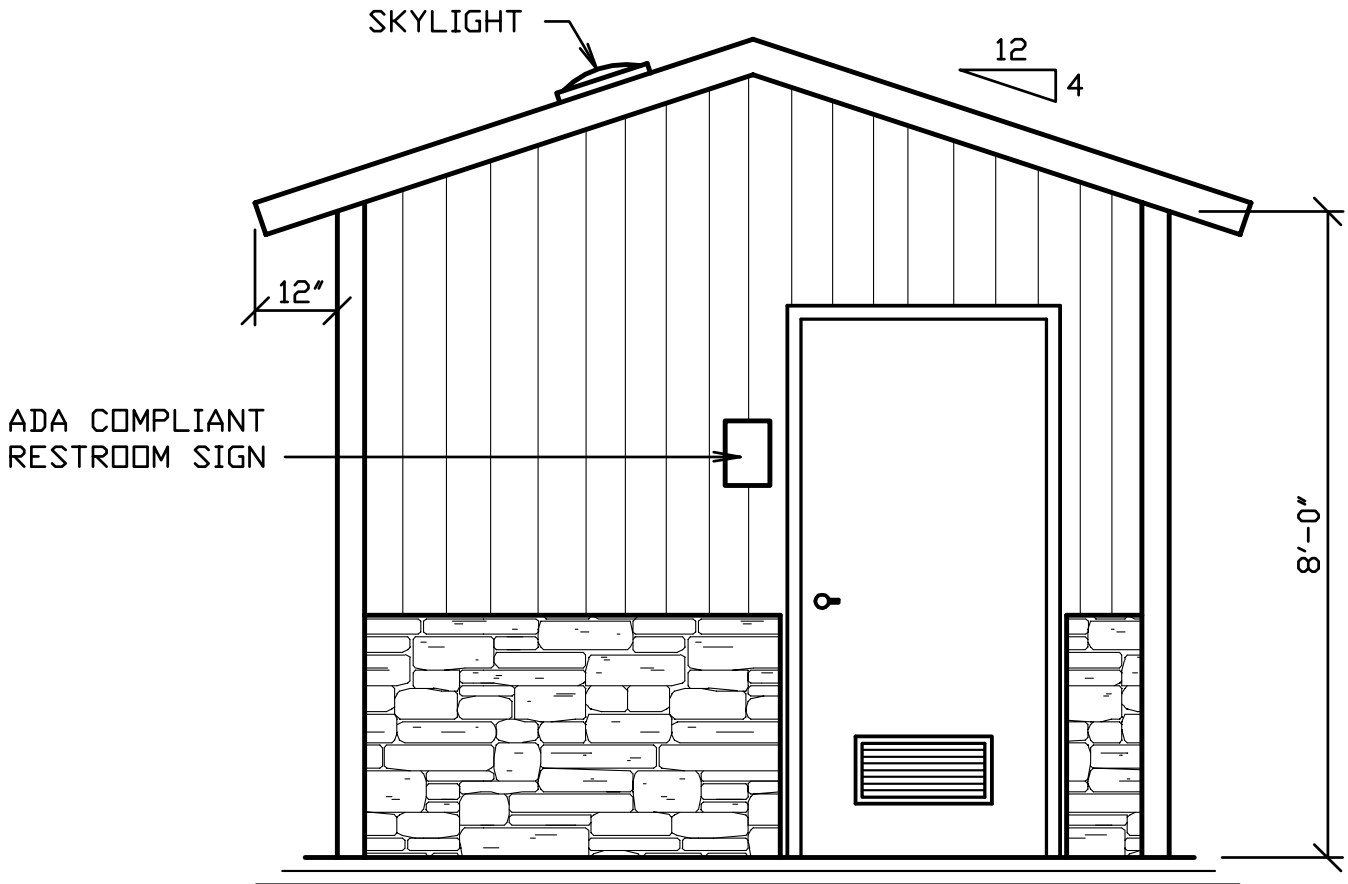
- RESTROOM -

LYNX



Floor plans are for reference only. This drawing shall not be copied or submitted to others without the consent of this company.

4154 123rd St. Chippewa Falls, WI 54729 | 715-723-7446
HUFFCUTT.COM



FRONT ELEVATION

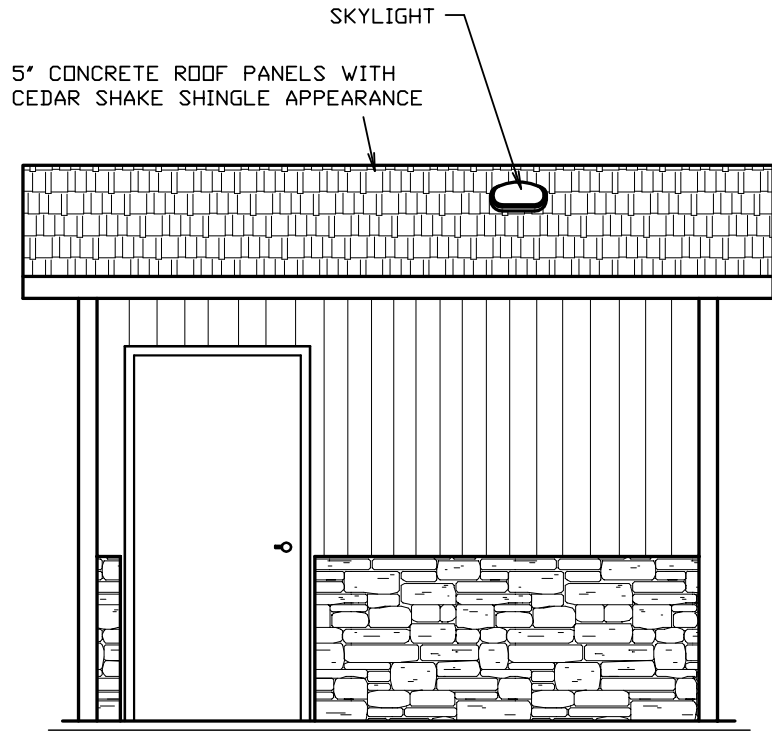
SCALE: 1/4" = 1'-0"

(REAR ELEVATION SIMILAR, EXCEPT NO DOOR)



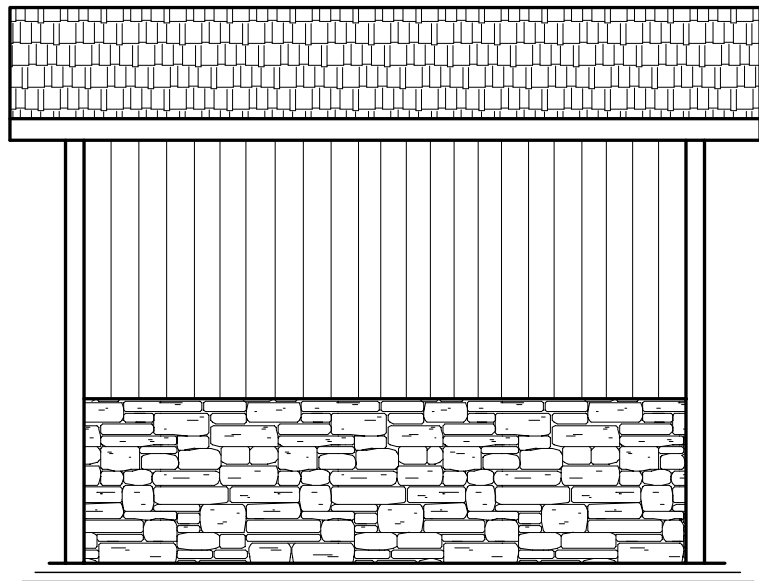
Floor plans are for reference only. This drawing shall not be copied or submitted to others without the consent of this company.

4154 123rd St. Chippewa Falls, WI 54729 | 715-723-7446
 HUFFCUTT.COM



LEFT ELEVATION

SCALE: 1/4" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"

SPECIFICATIONS

PART 1 – GENERAL

1. SCOPE

1.1. Construction and onsite placement of a prefabricated precast concrete restroom building.

2. MANUFACTURER

2.1. Manufacturer shall be Huffcutt Concrete or a pre-approved equal.

2.2. Manufacturer shall be an NPCA Certified Plant or equal with verifiable references demonstrating quality, design and service upon request.

2.3. Manufacturer will provide a written warranty providing 20 years structural, manufacturer's warranty on all hardware and components not produced at precast concrete manufacturer's plant, and 3 years against defects in paint, caulk, and grout.

3. DESIGN

3.1. Building will be manufactured using precast concrete including the roof. Building's structural and foundation design will be relevant to the region and properties associated with its final placement. Design will also meet ADA and building code requirements.

4. SUBMITTALS

4.1. Manufacturer shall provide submittals and engineering if requested.

PART 2 – PRODUCTS

1. MATERIALS

1.1. Doors and Frames

1.1.1. Doors shall be 18ga galvanized metal, louvered with 16ga frames. Doors and frames shall include one coat of rust inhibitive primer and two finish coats of enamel paint.

1.2. Door Hardware

1.2.1. Aluminum drip cap. Reese or equal.

1.2.2. Door closure with hold open. Cal-Royal or equal.

1.2.3. Stainless hinges with non-removable pin. Cal-Royal or equal.

1.2.4. Grade 1 lockset. Function and keying to be verified with owner.

1.2.5. Brush style sweep. Reese or equal.

1.2.6. ADA compliant threshold. Reese or equal.

1.3. Windows

1.3.1. Vinyl frame, obscure glass, operable. Parco or equal.

1.4. Plumbing

1.4.1. Stools

1.4.1.1. Kohler porcelain wall mounted, ADA compliant, elongated bowl.

- 1.4.1.2. Sloan flush valve, concealed, hydraulic actuator.
- 1.4.2. Urinal
 - 1.4.2.1. Kohler porcelain wall mounted, ADA compliant.
 - 1.4.2.2. Sloan flush valve, concealed, hydraulic actuator.
- 1.4.3. Lavatories
 - 1.4.3.1. Kohler wall mounted sink, ADA compliant.
 - 1.4.3.2. Moen single handle ADA metering faucet.
- 1.4.4. Water Heater
 - 1.4.4.1. Bradford white electric water heater. Size to be sufficient for number of showers and lavatories.
- 1.4.5. Mixing Valve
 - 1.4.5.1. Honeywell thermostatic mixing valve, adjustable.
- 1.4.6. Floor Drains
 - 1.4.6.1. Sioux Chief on grade adjustable floor drain.
- 1.4.7. Sediment Filter
 - 1.4.7.1. Rusco sediment filter.
- 1.5. Electrical
 - 1.5.1. Interior
 - 1.5.1.1. RAB Vandalproof Tuff Dome motion sensor.
 - 1.5.1.2. RAB VAN1 lights.
 - 1.5.1.3. GFI receptacles.
 - 1.5.1.4. Murdock super secure.
 - 1.5.2. Exterior
 - 1.5.2.1. RAB Tallpack lights.
 - 1.5.3. Chase
 - 1.5.3.1. 100amp loadcenter.
 - 1.5.3.2. (2) 2 bulb florescent lamps. (1 per modular section)
 - 1.5.3.3. Soler & Palau exhaust fan.
- 1.6. Interior Hardware
 - 1.6.1. Stainless 3 roll toilet paper dispenser.
 - 1.6.2. ADA toilet stalls shall have (1) 18" stainless vertical grab bar, (1) 36" stainless horizontal grab bar, (1) 42" stainless horizontal grab bar.
 - 1.6.3. Stainless frame 18" x 36" mirror.
 - 1.6.4. (2) coat hooks
- 1.7. Sealers
 - 1.7.1. Floor shall be sealed using a deep penetrating, high alkali resistant, low volatility product. TK-290 or equal.
- 1.8. Caulks and Grout
 - 1.8.1. All joints between precast panels shall be caulked using a durable, flexible polyurethane sealant. BASF Sonolastic NP-1 or equal.

- 1.8.2. Weld plate panel connections shall be grouted flush with interior wall surface.
Speed Crete Red Line or equal.

2. FINISHES

2.1. Interior

- 2.1.1. Smooth trowel finish.

2.2. Exterior

- 2.2.1. Exterior wall appearance to be approved by owner using an architectural form liner.
- 2.2.2. Roof shall be cedar shake architectural form liner.

2.3. Paint

2.3.1. Interior

- 2.3.1.1. Wall panels shall be primed with a premium quality water based acrylic bonding primer moisture and alkali resistant. Finish coat shall be a high performance acrylic enamel.

2.3.2. Exterior

- 2.3.2.1. Roof shall be covered with a quality 100% acrylic satin paint. Owner to determine color.
- 2.3.2.2. Walls shall be covered with a quality concrete stain. Owner to determine color.
- 2.3.2.3. Doors shall be covered using 2 coats of a high performance 100% acrylic satin enamel. Owner to determine color.

Part 3 – Execution

1. PRECAST CONCRETE FAMILY STYLE RESTROOM – SHOWER BUILDING

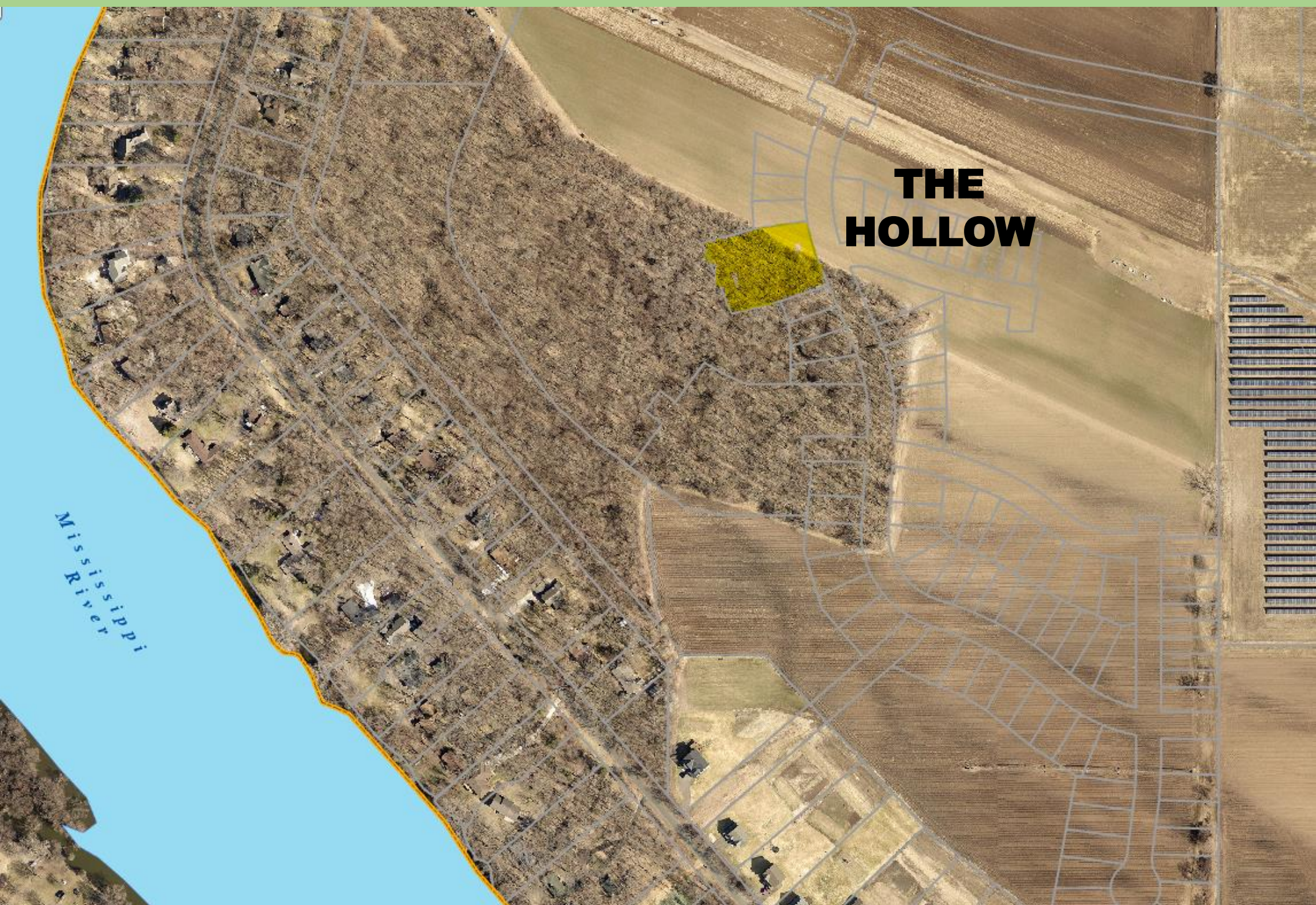
- 1.1. Building manufacturer shall construct, assemble, paint, install plumbing and electrical at their plant so that it may be transported to the jobsite in finished modules and placed using a crane.
- 1.2. Building manufacturer shall provide mechanical rough in drawing showing where electrical, water supply line, waste line, and floor drains are to be located for hook up to building.
- 1.3. Contractor will make final mechanical connections after the building is placed by manufacturer.
- 1.4. Manufacturer will caulk interior and exterior seams between modules. Manufacturer will also perform any shipping and handling repairs during installation.

2. ONSITE

- 2.1. Contractor shall provide adequate access and a level pad for the crane and semis to sit side by side under their own power. Working radius shall be 35' from center pin on crane.
- 2.2. Contractor shall design and pour a foundation suitable for building to sit on. Foundation shall be level to within ¼".

- 2.3. Contractor shall rough in mechanicals according to mechanical rough in drawing provided by building manufacturer. Mechanicals shall be terminated at top of foundation. Final mechanical connections shall be done by contractor including floor drains.
- 2.4. Contractor will perform initial startup of building using O & M manual as a reference. Contractor will also perform any troubleshooting during initial startup.

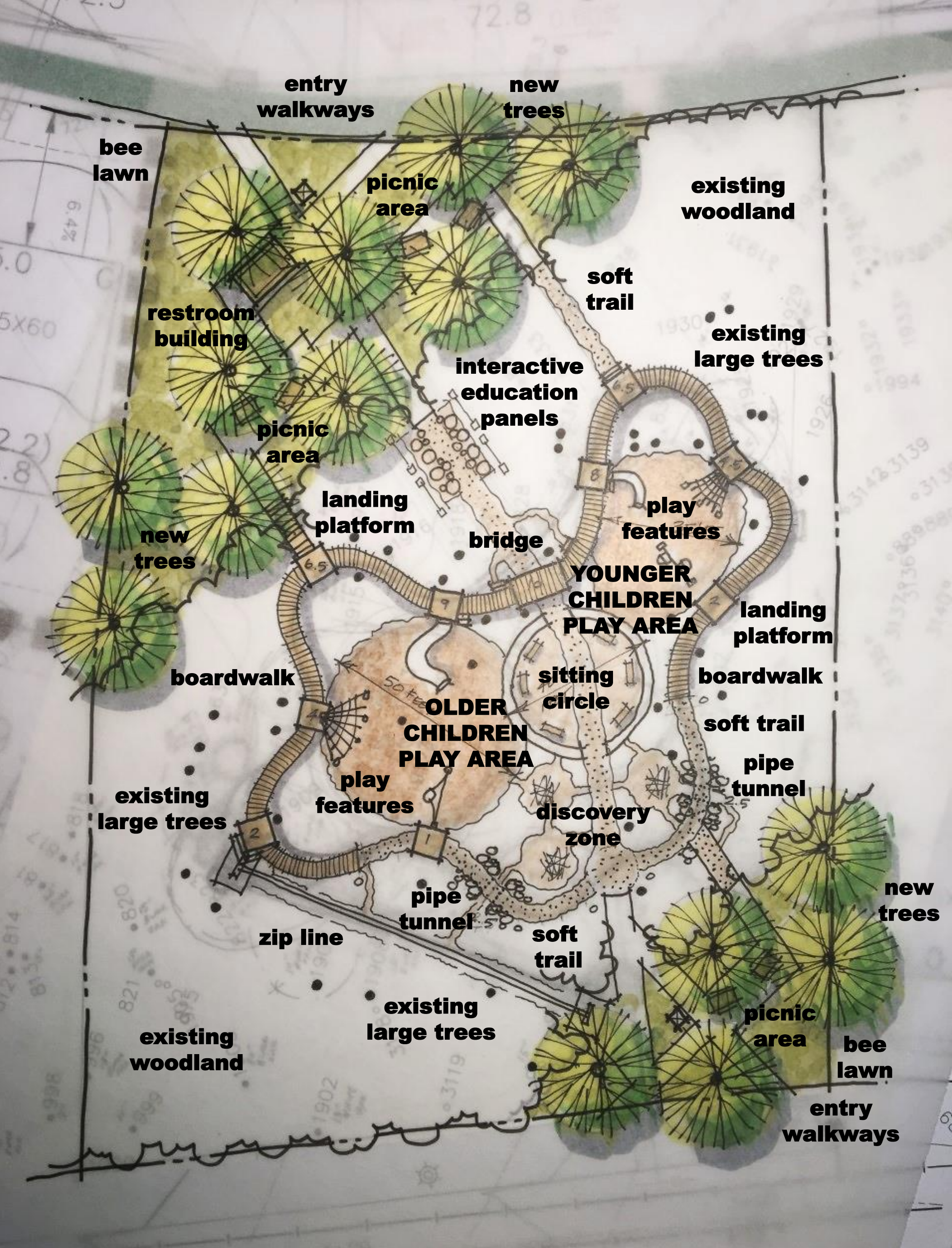




- DESIGN OBJECTIVES + PRIMARY PARK COMPONENTS**
- + Preserves and protects this remnant natural area
 - + Universally accessible – welcoming for all abilities
 - + Meandering boardwalk – play in the treetops
 - + Centrally located sitting/observation circle
 - + Separate play areas for various age groups
 - + Variety of play features (slide, climb, swing, zip line)
 - + Restroom building adjacent to picnic area
 - + Interactive interpretive/educational panels

Concept Design for THE HOLLOW

Riverstone South – Ramsey, Minnesota

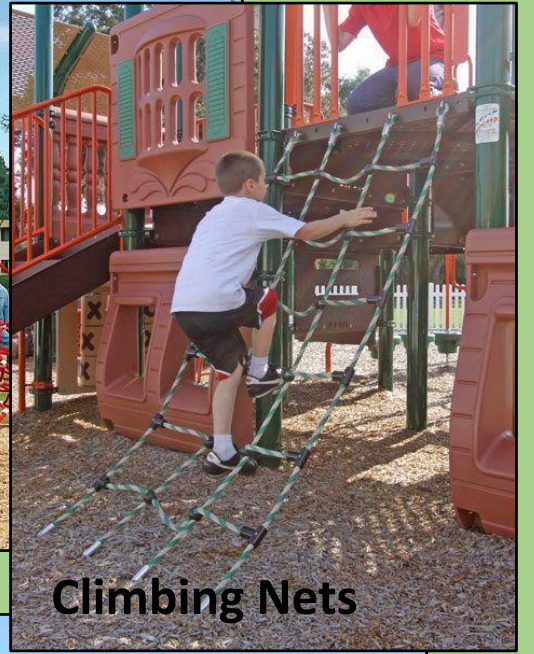


THE HOLLOW – Concept Plan

Riverstone South – Ramsey, Minnesota



Restroom Building



Climbing Nets



Saucer Swing



Spiral Slides



Toddler Swing



Zip Line

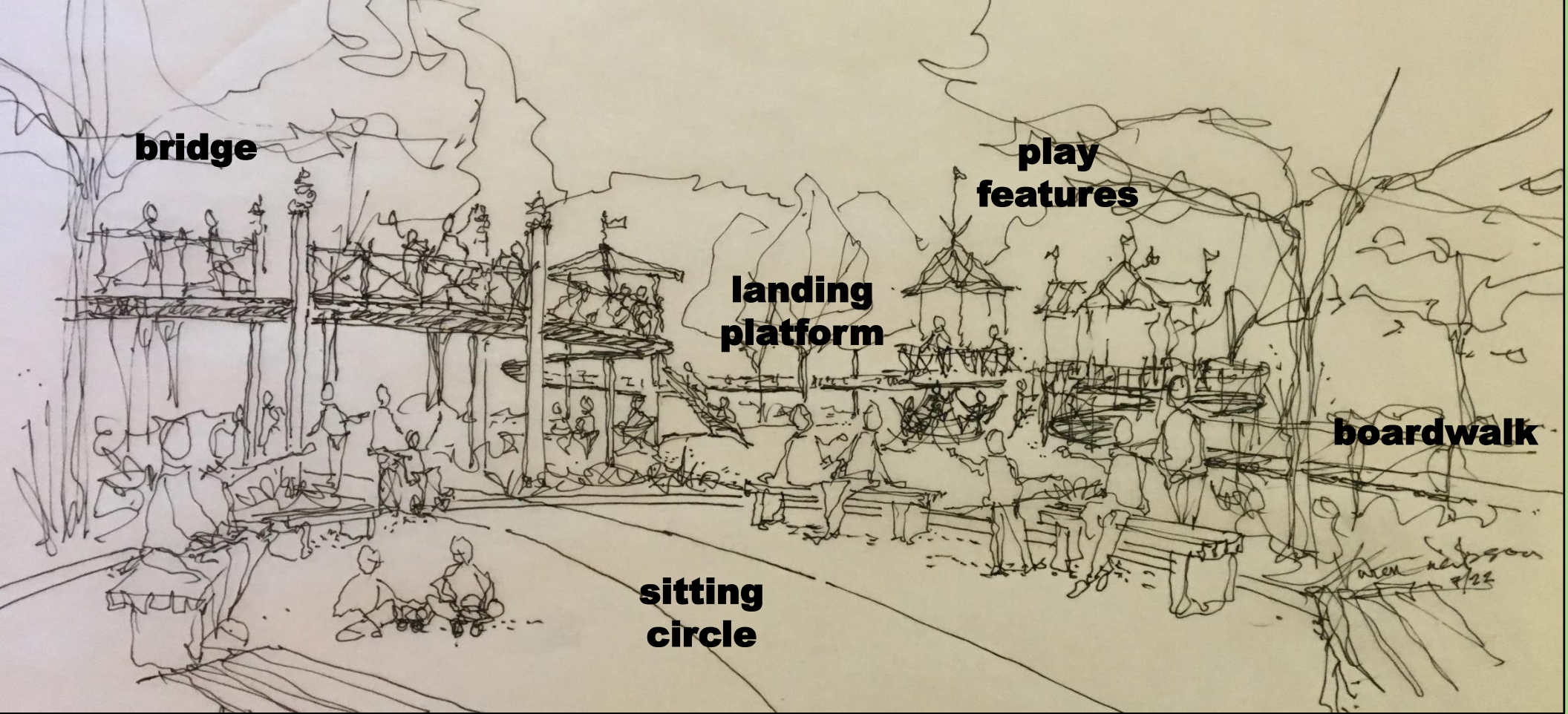


Wood Bridge



Elevated Boardwalk

THE HOLLOW – Park Elements **Riverstone South – Ramsey, Minnesota**



THE HOLLOW – Concept Sketches

Riverstone South – Ramsey, Minnesota

THE HOLLOW - one-acre park

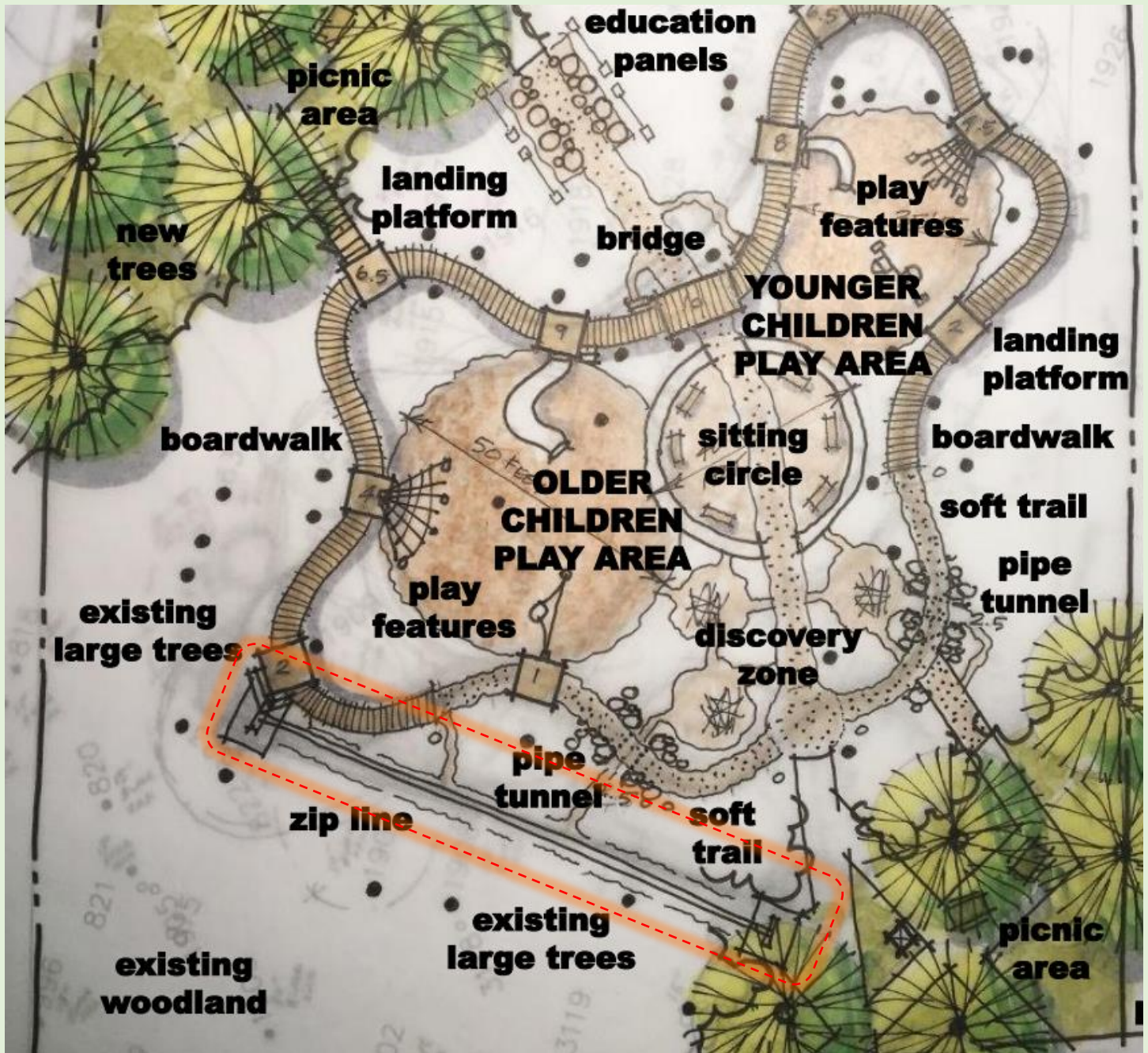
Proposed budget April 2024

Restroom Building		
Prefabricated, delivered and installed		\$ 80,000
Boardwalk		
Ramps	300 l.f.	
Landings	9 - 6' x 6'	138,200
Bridge	1 - 6' x 12'	
Wood Stairs / Ladders		
Concrete		
Walks and Plazas	2,000 s.f. @\$10/s.f.	20,000
Flat Curb at Sitting Circle	500 s.f. @ \$10/s.f.	5,000
Play Surface		
Wood Fiber 12" depth	3,500 s.f. @ \$4/s.f.	14,000
Soft Trails		
Crushed stone 6" depth	4,000 s.f. @ \$3/s.f.	12,000
Play Features		
Combination of catalog pieces and on-site fabrication including slides, net climbers, swings etc.		39,000
Zip Line		24,940
PVC Pipe (crawl-thru faux log tunnel)	2 @ \$ 500 each installed	1,000
Interactive Interpretive/Educational Panels		15,000
Furniture (catalog selections)		
6 Benches and 4 Picnic Tables		5,000
Landscape Materials		
New Trees, screen (hedge) and Prairie/Bee Lawn Seeding		10,000
Park Lighting (ambient light from street lights and surrounding home sites)		--
Contingency		6,000
TOTAL COST		\$ 370,140

75' foot **ZIPVENTURE**







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

RESOLUTION #24-121

**RESOLUTION APPROVING THE BUDGET AND PLAYGROUND
INSTALLATION FOR THE HOLLOW, A PARK IN RIVERSTONE SOUTH**

WHEREAS, Ramsey City Council and the Park and Recreation Commission recognizes the importance of Parks, Trails, Open Space and Recreation to the quality of life for Ramsey residents; and

WHEREAS, Parks and their playgrounds are essential areas for play and creative and cognitive expression, as well as the positive physical development of children; and

WHEREAS, the one-acre park known as The Hollow has been dedicated to the community for the establishment of a playground and other neighborhood park amenities; and

WHEREAS, the Park & Recreation Commission has approved a park plan that corresponds to the Park Dedication funding for The Hollow; and

WHEREAS, the Park & Recreation Commission recommended \$370,140 in Park Trust Funds for the park at their regular April 2024 meeting, and

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

That, up to three hundred and seventy thousand, one hundred and forty dollars (\$370,140), are hereby allocated from the Park Trust Fund, for the purchase and installation of play equipment and other park amenities, and further to direct staff to implement the associated park improvements as recommended by the Park and Recreation Commission on April 11th, 2024.

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

and the following voted against the same:

none

and the following abstained:

none

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of April, 2024.

Mayor

ATTEST:

City Clerk

CC Regular Session**Meeting Date:** 04/23/2024**Primary Strategic Plan Initiative:** Not Applicable**Information****Title:**

Introduce Ordinance #24-09 Amending Chapter 2 Regarding the Protection of Data on Residents

Purpose/Background:

Councilmembers Howell and Musgrove requested this item be added to the agenda.

This ordinance would regulate certain data from being collected on residents by the City. At times, the City collects information from its residents to provide a service or to gather feedback on the quality of services the City is providing. Most commonly, this information is collected either through event sign up or a community survey. The ordinance would prohibit the City from collecting information related to religion, race, gender or political affiliation unless required by federal or state laws. The regulations identified in the ordinance are only applicable to the City, and therefore, could be placed in a policy with the same effect.

Time Frame/Observations/Alternatives:

Alternative 1: Introduce ordinance.

Alternative 2: Table ordinance to a work session for further discussion.

Alternative 3: Draft a policy instead of an ordinance.

Recommendation:

Staff does not hold a recommendation.

Outcome/Action:

Motion to introduce Ordinance #24-09 regarding the protection of data on residents.

*Roll call vote:**Councilmember Olson**Councilmember Woestehoff**Councilmember Specht**Councilmember Musgrove**Councilmember Howell**Councilmember Riley**Mayor Kuzma***Attachments**

Ord. #24-09

Form Review**Inbox**

Brian Hagen

Form Started By: Brian Hagen

Reviewed By

Brian Hagen

Date

04/23/2024 10:24 AM

Started On: 04/23/2024 09:09 AM

Final Approval Date: 04/23/2024

ORDINANCE #24-09

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

**AN AMENDMENT TO CHAPTER 2 OF THE CITY CODE:
“ADMINISTRATION”
REGARDING THE PROTECTION OF DATA ON RESIDENTS.**

The City of Ramsey ordains:

SECTION 1. AUTHORITY

This ordinance is adopted pursuant to and under the authority of the City Charter of the City of Ramsey.

SECTION 2. AMENDMENT TO CITY CODE SECTION 2 BY AMENDING ARTICLE I PROVISIONS BY INSERTING THE FOLLOWING:

ARTICLE I. – GENERAL

Sec. 2-4. – City collection of certain data.

- (a) For the purpose of providing better service or determining the effectiveness of service to its residents the city may seek certain data from residents from time to time. This may be by general surveys, direct inquiries or other similar means.
- (b) Unless required by Federal or State laws, data related to religion, race, gender or political affiliation shall not be collected.

SECTION 3. Sec. 2-5 – 2-22 Reserved

SECTION 4. EFFECTIVE DATE

This Ordinance becomes effective 30 days after its passage and publication, subject to City Charter section 5.04.

ADOPTED this ____ day of _____, 2024, by the City Council of the City of Ramsey.

CITY OF RAMSEY

By: _____
Mark E. Kuzma, Mayor

ATTEST:

Katie Schmidt, City Clerk

Introduction date:

Posting dates:

Adoption date:

Publication:

Effective date:

CC Regular Session**Meeting Date:** 04/23/2024**Primary Strategic Plan Initiative:** Enhance City's communication through transparency and accountability.**Information****Title:**

Legislative Update

Purpose/Background:*SF4371/HF4340 City of Ramsey special tax increment financing authority modifications*

This bill amends past special legislation related to TIF District 14. The language clarifies that the city would be exempt from interfund loan requirements for projects that are identified in the original 2010 Legislation. These projects include the city's share of the costs necessary to provide for the construction of the Northstar Transit Station and related infrastructure, including structured parking, a pedestrian overpass, and roadway improvements, (2) the cost of land acquired by the city or the housing and development authority in and for the city of Ramsey within the district prior to the establishment of the district, and (3) the cost of public improvements installed within the tax increment financing district prior to the establishment of the district.

- Staff testified in front of the House Property Tax Division on April 3, 2024. The bill will be considered as part of the Omnibus Tax Bill.
- Staff testified in front of the Senate Tax Division on April 17, 2024. This bill will be considered as part of the Omnibus Tax Bill.
 - Following concerns expressed by both the House and the Senate about exempting all interfund loan requirements, staff supported an amendment to the original bill that would require the City to adopt interfund loans to repay previous expenses by December 31, 2024.

SF4795/HF4869 Ramsey sales and use tax exemption for certain construction materials modification

This bill amends 2023 approval related to the Water Treatment Plant project. In 2023, language only included the Water Treatment Plant and not the trunk watermain improvements.

- Staff testified in front of the Senate Tax Committee on March 19, 2024. The bill will be considered as part of the Omnibus Tax Bill.

SF5214/HF5153 City of Ramsey clean water infrastructure bond issuance and appropriation

This bill requests \$6.8 million in state bonding appropriations for the Water Treatment Plant and Trunk Watermain improvements.

- This bill has been introduced, but has not received any committee hearings.

SF4307/HF3631 Miscellaneous capital projects appropriations modifications

This bill incorporates a language amendment to mirror our request in 2023 to allow state bonding dollars be eligible for both the Water Treatment Plant and necessary Trunk Watermain Improvements.

- Staff testified in front of the Senate Capital Investment Committee on March 12, 2024.
- Both the Senate and the House have passed the bill.

SF5046/HF5031 City of Ramsey pedestrian overpass over Highway 10 and Highway 169 bond issuance and appropriation

This bill requests state bonding appropriation to construct a pedestrian overpass over Highway 10. An amount was not initially identified. However, the request will be for 50% of the project cost. The current project cost estimate is \$7.5 million. Staff will work with legislatures to solidify the requested amount.

- Staff testified in front of the House Capital Investment Committee on April 3, 2024. This bill will be considered as part of the Omnibus Capital Investment Bill.
- Staff testified in front of the House Transportation Committee on April 18, 2024. An amount of

\$3,750,000 appropriation is now included in HF5242 Transportation Supplemental Budget Bill.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	04/04/2024 04:28 PM
Brian Hagen	Brian Hagen	04/18/2024 03:13 PM
Brian Hagen	Brian Hagen	04/18/2024 03:14 PM
Form Started By: Brian Hagen		Started On: 04/04/2024 03:58 PM
Final Approval Date: 04/18/2024		