

City of Ramsey
Agenda
Revised
Regular City Council
Tuesday, June 11, 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. Oath of Office - Patrol Officer
 2. Annual Fire Department Update and Review of 2023 Activity
 3. Annual Police Department Report to City Council and Review of 2023

3. **Citizen Input**

4. **Approve Agenda**

5. **Consent Agenda**
 1. Receive Cash and Investments for Period Ending May 31, 2024
 2. Note the following Boards, Commissions and Meeting Minutes:
 - Planning Commission Meeting Minutes Dated April 25, 2024.
 - Public Works Committee Meeting Minutes Dated April 16, 2024.
 - Parks and Recreation Commission Meeting Minutes Dated April 11, 2024.
 3. Approve the Following Meeting Minutes:
 1. City Council Work Session dated May 28, 2024
 2. City Council Regular Session dated May 28, 2024

4. Approve JPA with Sherburne County Sheriffs Office to participate in the Regional Criminal Tracking and Analysis Group (RCTAG)
5. Approve a Joint Powers Agreement with the City of Blaine/Blaine PD for the 3M PGA Event
6. Approve Liquor License Renewals
7. Approve Business License Applications.
8. Authorization to an Accountant I
9. Adopt Resolution #24-158 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of May 23, 2024 through June 5, 2024.
10. Adopt Resolution #24-142 Requesting General Election Post-Election Review
11. ~~Adopt Resolution #23-144 #24-155 Declaring Participation in State Performance Measurement Program~~ - Please Note: this case was removed from the Consent Agenda and put on the Regular Agenda as item 7.2
12. Adopt Resolution #24-146 Approving a Final Plat and Development Agreement for "Waterfront Village."
13. Adopt Resolution #24-147 Approving Right of Re-Entry Agreement, Subordination Agreement and Sale of a Portion of Outlot A, Ramsey Properties Addition; Centra Homes
14. Adopt Resolution #24-153 Ordering Plans and Specifications for Improvement Project #25-01, Rivers Bend Regional Stormwater Improvements
15. Adopt Resolution #24-154 Approving Lease Agreement for 6701 Hwy 10 NW: Case of God's Kingdom Ministry
16. Adopt Resolution #24-159 Approving Plans and Authorizing Requests for Quotes for Improvement Project #24-56, Lift Station No. 1 Permanent Generator
17. Adopt Resolution #24-160 Approving Construction Contingency Expense No. 6 for Improvement Project #21-09, Centralized Water Treatment Plant

6. **Public Hearing**

7. **Council Business**

1. Adopt Resolution #24-156 Accepting Bids and Awarding Contract for 2024 Neighborhood Pavement Overlay Improvements, Improvement Project #24-07

2. Adopt Resolution ~~#23-144~~ #24-155 Declaring Participation in State Performance Measurement Program - Please Note: this case was removed from the Consent Agenda and put on the Regular Agenda as item 7.2

8. **Mayor/Council/Staff Input**

9. **Adjournment**

CC Regular Session

Meeting Date: 06/11/2024

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

Information

Title:

Oath of Office - Patrol Officer

Purpose/Background:

Patrol Officer Bryce Ehlers was hired in October 2023. Officer Ehlers has completed his field training program and is now patrolling the City of Ramsey. Admin Services Director Colleen Lasher will issue Officer Ehlers the ceremonial Oath of Office.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Jeff Katers	Jeff Katers	06/03/2024 02:37 PM
Brian Hagen	Brian Hagen	06/05/2024 08:13 AM
Form Started By: Tim Frankfurth		Started On: 05/15/2024 01:43 PM
Final Approval Date: 06/05/2024		

CC Regular Session

Meeting Date: 06/11/2024

Primary Strategic Plan Initiative: Not Applicable

Information

Title:

Annual Fire Department Update and Review of 2023 Activity

Purpose/Background:

Chief Kohner will review fire calls for service data, fire response trends and update the council on Fire Department activities in 2023.

Attachments

No file(s) attached.

Form Review

Inbox

Brian Hagen

Form Started By: Matt Kohner

Final Approval Date: 06/05/2024

Reviewed By

Brian Hagen

Date

06/05/2024 08:22 AM

Started On: 06/03/2024 12:34 PM

CC Regular Session

Meeting Date: 06/11/2024

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

Information

Title:

Annual Police Department Report to City Council and Review of 2023

Purpose/Background:

Chief Katers will present police department activities, updates, crime data, and call for service trends for 2023.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	06/06/2024 11:32 AM
Form Started By: Jeff Katers		Started On: 06/06/2024 10:59 AM
Final Approval Date: 06/06/2024		

CC Regular Session

Meeting Date: 06/11/2024

Primary Strategic Plan Initiative: Not Applicable

Information

Title

Receive Cash and Investments for Period Ending May 31, 2024

Purpose/Background:

Purpose: Receive reports of the city's cash and investments for the period ending May 31, 2024.

Cash and investment report shows the monthly cash flow -receipts and expenditures through May 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 May 31, 2024

Form Review

Inbox

Brian Hagen

Form Started By: Diana Lund

Final Approval Date: 06/06/2024

Reviewed By

Brian Hagen

Date

06/06/2024 08:30 AM

Started On: 06/03/2024 09:12 AM

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

	May-24 CURRENT MONTH	2024 YEAR-TO-DATE
CASH AND TEMPORARY INVESTMENTS		
BEGINNING BALANCE (Includes 2022 & 2023 Bond Proceeds)	\$ 96,273,724.51	\$ 106,429,330.67
CASH INFLOWS:		
Daily Deposit	1,897,768.23	4,975,948.19
Tax Settlements	-	203,234.45
U/B Receipts	513,371.50	1,026,511.27
Credit Cards (Includes Utility Billing)	1,021,403.93	2,877,267.20
Interest Earnings [Net of Interest Paid on Investments]	179,621.63	1,436,566.07
Bond Proceeds-int	8,664.35	45,147.26
TOTAL CASH INFLOW	\$ 3,620,829.64	\$ 10,564,674.44
TOTAL CASH AVAILABLE	\$ 99,894,554.15	\$ 116,994,005.11
CASH OUTFLOWS:		
Prepaid Checks	807,427.99	4,752,670.22
Bills Lists	1,147,524.17	6,557,140.39
Pay Estimates	3,089,516.49	8,518,335.87
Credit Cards	9,765.43	50,242.27
Payroll - Net	521,908.90	2,799,836.95
Flex Reimbursement	30.95	695.13
Void Checks/Dormant Checks Paid	(196.87)	(4,515.81)
Debt Service	42,681.25	42,681.25
Miscellaneous [Bank Charges; etc.]	264.50	1,287.50
TOTAL CASH OUTFLOW	\$ 5,618,922.81	\$ 22,718,373.77
POOLED CASH AND TEMPORARY INVESTMENTS ENDING BALANCE	\$ 94,275,631.34	\$ 94,275,631.34
MEMO - NET 2024 CASH INFLOW (OUTFLOW)	(1,998,093.17)	(12,153,699.33)
INVESTMENT PORTFOLIO SUMMARY		
BEGINNING BALANCE - BV	\$ 57,626,875.90	71,631,912.26
Purchases	8,000,000.00	8,663,073.02
Maturities/Sales	(4,520,494.80)	(19,188,604.18)
ENDING BALANCE	\$ 61,106,381.10	\$ 61,106,381.10

2024 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED	BROKER	SECURITY DESCRIP	FDIC #	CUSIP	PRIN	PURCH	SOLD/	BY
	MAT DATE					BAL		MATURE	PRIN
						1/1/2024	2024	2024	BAL 12/31/2024
240501	11/26/2024	4M	4M TERM SERIES				8,000,000.00	0.00	8,000,000.00
230804	4/30/2024	4M	4M TERM SERIES			10,000,000.00		10,000,000.00	0.00
									8,000,000.00
16114B	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-IT-9	165,000.00		0.00	165,000.00
200825A	8/1/2027	Northland	CENTINELA VALLEY CA HS		15239-RP-4	250,000.00		0.00	250,000.00
210401	12/1/2027	Northland	RUSH COUNTY KANSAS TAX		781834-D4-9	180,000.00		0.00	180,000.00
120308C	12/1/2027	Northland	SHOREWOOD WIS TAX		825230-LB-9	225,000.00		0.00	225,000.00
190402	2/1/2028	Northland	CLOQUET MN TAX		189036-PS-9	150,000.00		0.00	150,000.00
191016B	4/1/2028	Northland	COLUMBUS OH TAX		199492E339	285,000.00		0.00	285,000.00
211020A	7/15/2028	Northland	MOUNT HILLS TOWNSHIP SCHOOL		6215S3-E6-7	430,000.00		0.00	430,000.00
200914	8/1/2028	Northland	BURLESON TX IDS ZERO CPN		121403-4E6	500,000.00		0.00	500,000.00
120308D	12/1/2028	Northland	SHOREWOOD WIS TAX		825230-LC-7	465,000.00		0.00	465,000.00
200625	3/1/2029	Northland	LAWRENCE MASS TAX		520228-6Q-5	180,000.00		0.00	180,000.00
200923	7/15/2029	Northland	WILKINSBURGO BORO PA TAX		968529-JV-0	265,000.00		0.00	265,000.00
200825B	8/1/2029	Northland	CENTINELA VALLEY CA HS		15239-RR-0	270,000.00		0.00	270,000.00
210615	8/1/2030	Northland	MN STATE TAX		60412A-VP-5	500,000.00		0.00	500,000.00
									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 DISCOU	19977	465076TW7	244,000.00		244,000.00	0.00
190315	3/15/2024	UBS	CD-COMENITY CAPI	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		500,000.00	0.00
190118C	5/22/2024	UBS	CD-CAPITAL ONE	4297	14042RLP4	245,000.00		245,000.00	0.00
190118C	5/22/2024	UBS	CD-CAPITAL ONE U	33954	14042TAP2	245,000.00		245,000.00	0.00
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		79672ONA47	500,000.00		0.00	500,000.00
210514	10/1/2026	UBS	BOSSIER CITY LA UTIL		100216FZ8	500,000.00		0.00	500,000.00
210621	11/1/2026	UBS	REGIONAL TRANSPORTATION		759136VD3	500,000.00		0.00	500,000.00
191219B	11/1/2026	UBS	OPELKA 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		959878RJ0	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	STATED	BROKER	SECURITY	FDIC #	CUSIP	PRIN	PURCH	SOLD/	BV
	MAT					BAL		MATURE	PRIN
INVEST #	DATE		DESCRIP			1/1/2024	2024	2024	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		745401EGO3	400,000.00		0.00	400,000.00
211231	3/15/2029	UBS	NEW YORK STATE URBAN DEV		650036AX4	500,000.00		0.00	500,000.00
220207B	4/1/2029	UBS	BAY AREA CA TOLL AUTHORITY		072024XF4	250,000.00		0.00	250,000.00
210113	5/1/2029	UBS	NYC TRANSITIONAL		64971XSZ2	1,000,000.00		0.00	1,000,000.00
210617B	6/1/2029	UBS	ORANGE COUNTY TAX		684184TC8	110,000.00		0.00	110,000.00
210308A	6/1/2029	UBS	RIO RANCHO NEW MEXICO TAX		767169ER2	500,000.00		0.00	500,000.00
200630A	7/1/2029	UBS	NEW YORK STATE DORM AUTH		64990GS86	430,000.00		0.00	430,000.00
200611	11/1/2029	UBS	VENTURA COUNTY CA		923078CZ0	400,000.00		0.00	400,000.00
210114	12/1/2029	UBS	FRANKLIN COUNTY OH		353174JE6	1,000,000.00		0.00	1,000,000.00
200324	3/1/2030	UBS	NEW YORK CITY TAXABLE		64966QJL5	500,000.00		0.00	500,000.00
211014	5/1/2030	UBS	ST. JOHN'S PUBLIC SCHOOL		790450HN3	550,000.00		0.00	550,000.00
200921	7/1/2030	UBS	FLORIDA STATE REV BOND		341271AF1	500,000.00		0.00	500,000.00
210910	9/1/2030	UBS	BROWNSVILLE TX UTIL		1164753D4	1,000,000.00		0.00	1,000,000.00
101013	12/1/2030	UBS	HIDALGO COUNTY TEX TAX		429343BT3	500,000.00		0.00	500,000.00
201102	12/1/2030	UBS	XENIA OH COMM SCHOOL		984071CC2	720,000.00		0.00	720,000.00
210107	6/1/2031	UBS	SAN JOSE CA FING AUTHO		798153NL2	1,000,000.00		0.00	1,000,000.00
210111	6/1/2031	UBS	SAN JOSE CA FING AUTHO		798153NL2	320,000.00		0.00	320,000.00
211020B	8/15/2031	UBS	ALABAMBA FEDERAL AID HWY		010268CT5	500,000.00		0.00	500,000.00
200417	9/1/2031	UBS	CITY OF NORFOLK VA TAX		655867G94	220,000.00		0.00	220,000.00
211115	10/1/2031	UBS	INFRASTRUCTURE BANK		76223MAL6	580,000.00		0.00	580,000.00
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		51,724.41	0.00
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		554,843.90	0.00
231204		UBS	UBS PRIME FUND			249,389.65		0.00	249,389.65
230831A		UBS	UBS PRIME FUND			2,769,474.27		2,769,474.27	0.00
20831B		UBS	UBS PRIME FUND			6,001,637.81		2,528,675.61	3,472,962.20
230630		UBS	UBS PRIME FUND			859,359.98		859,359.98	0.00
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
									47,756,381.10
TOTAL INVESTMENTS						71,631,912.26	8,663,073.02	19,188,604.18	61,106,381.10
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	19,046,732.04	22,864,534.98	4,218,425.22
Bond Proceeds						12,162,050.46	45,147.26	644,414.55	11,562,783.17
Money Market Accounts						17,183,216.87	10,788,902.06	8,000,000.00	19,972,118.93
Net Cash and Investments						106,429,330.67	38,543,854.38	50,697,553.71	94,275,631.34

CC Regular Session

Meeting Date: 06/11/2024

Primary Strategic Plan Initiative: Not Applicable

Information

Title

Note the following Boards, Commissions and Meeting Minutes:

- Planning Commission Meeting Minutes Dated April 25, 2024.
- Public Works Committee Meeting Minutes Dated April 16, 2024.
- Parks and Recreation Commission Meeting Minutes Dated April 11, 2024.

Purpose/Background:

Approve Meeting Minutes

Recommendation:

Approval

Action:

Approval

Attachments

- April 2024 PC Minutes
- April 2024 PWC Minutes
- April 2024 PR Minutes

Form Review

Inbox	Reviewed By	Date
Mariah Albrecht	Mariah Albrecht	06/03/2024 02:26 PM
Brian Hagen	Brian Hagen	06/05/2024 08:22 AM
Form Started By: Dana Verbeek		Started On: 06/03/2024 09:42 AM
Final Approval Date: 06/05/2024		

**PLANNING COMMISSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Ramsey Planning Commission conducted a regular meeting on Thursday, April 25, 2024, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Cheri Gengler
 Commissioner Bruce Anderson
 Commissioner Randy Bauer
 Commissioner Ryan Heineman (arrived at approx. 7:40 p.m.)
 Commissioner Eric Peters

Members Absent: Commissioner Tom Hunt
 Commissioner Gary Van Scoy

Also Present: Planning Manager Todd Larson
 City Planner Adam Martin
 Senior Planner Chris Anderson
 City Council Liaison Matt Woestehoff

1. CALL TO ORDER

Chairperson Gengler called the regular meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

Chairperson Gengler led the group in the Pledge of Allegiance.

3. CITIZEN INPUT

None.

4. APPROVAL OF AGENDA

Motion by Commissioner Peters, seconded by Commissioner Bauer, to approve the agenda as presented.

A roll call vote was performed:

Commissioner Peters	aye
Commissioner Bauer	aye
Commissioner Anderson	aye
Chairperson Gengler	aye

Motion Carried.

5. CONSENT AGENDA

5.01: Approve the March 28, 2024 Planning Commission Meeting Minutes

Motion by Commissioner Bauer, seconded by Commissioner Peters, to approve the consent agenda as presented.

A roll call vote was performed:

Commissioner Anderson	aye
Commissioner Bauer	aye
Commissioner Peters	aye
Chairperson Gengler	aye

Motion Carried.

6. COMMISSION BUSINESS

6.01: Appoint Chairperson and Vice Chairperson of the Planning Commission

Motion by Commissioner Bauer, seconded by Commissioner Peters, to appoint Cheri Gengler as Chairperson of the Planning Commission.

A roll call vote was performed:

Commissioner Bauer	aye
Commissioner Peters	aye
Commissioner Anderson	aye
Chairperson Gengler	aye

Motion Carried.

Motion by Chairperson Gengler, seconded by Commissioner Peters, to appoint Randy Bauer as Vice Chairperson of the Planning Commission.

A roll call vote was performed:

Commissioner Anderson	aye
Commissioner Peters	aye
Commissioner Bauer	aye
Chairperson Gengler	aye

Motion Carried.

7. PUBLIC HEARINGS

7.01: Public Hearing: Consider a Zoning Amendment for Donna Farms

Public Hearing

Chairperson Gengler called the public hearing to order at 7:03 p.m.

Presentation

City Planner Martin presented the staff report stating that staff recommends approval of the Zoning Map Amendment.

Commissioner Bauer noted that the lot to the west is zoned B-2 and asked if that lot is currently developed.

City Planner Martin replied that lot is still occupied by the Pearson family home.

Commissioner Bauer asked what would be permitted/not permitted in B-2 versus B-3.

City Planner Martin replied that B-2 is geared more towards community businesses such as service and retail, and staff believes that B-3 would blend well with whatever is developed in the B-2 zoning.

Citizen Input

Steve Young, applicant, commented that he does have first right of refusal on property mentioned zoned B-2 that is owned by the Pearson family, noting that the Pearsons actually live a bit further down and not on that specific property. He stated that his hope would then be to rezone that property to B-3 as well.

Commissioner Bauer explained that he just wanted to ensure that there would not be a conflict between uses but that becomes a non-issue if Mr. Young plans to purchase that property as well.

Commissioner Peters recognized that an RV business will be going onto one of those properties and asked if RVs would be allowed to park on the street.

Mr. Young replied that he is unsure. He stated that he paid for one third of the street himself and therefore if there is right-of-way, that should be fine to temporarily park on the street. He noted that the RV business site will be five acres and therefore will have room for parking. He stated that he spoke with every member of the City Council with the exception of one, who were all excited about the two businesses that will be utilizing these sites. He believed that the project would compliment the highway and would provide a larger home for RV World, which has been bought out by the new company.

City Planner Martin commented that loading and parking standards would be reviewed upon site plan review but the RV business plans to have unloading and parking included on the site plan.

John Marquartz, RV business owner, stated that he is available to answer any questions. He stated that their business is family owned with locations in three other cities. He commented that they build nice, clean facilities that are kept well. He stated that RV World is not their standard and it is their ambition to build something better. He stated that the idea of loading and unloading on the street would never enter their mind. He stated that they will have those areas designated on their site. He stated that the current RV World location is too small and does not meet their standard, which is the reason for the new location.

Chairperson Gengler acknowledged that site plan review will be done at a later time. She stated that this is a unique location against Highway 10 with residential across the street and wanted to ensure that the residential properties would be the least impacted.

Mr. Marquartz commented that they are more interested in increasing visibility along the highway side and blending along the other side, noting that their priority is not visibility along Riverdale. He stated that while they would not want to wall off with trees, they would be open to having several trees along that side to provide some blending. He commented that if they have a good looking location, with premium touches, there should not be a reason to heavily screen.

Commissioner Peters commented that he would worry about the amount of light on the lot.

Mr. Marquartz commented that they want sufficient light for security but displaying the RVs at night is not a priority they have. He stated that they close at 6 p.m. and therefore he would be confident that lighting would not be an issue as they would use LED downcast lighting.

Councilmember Woestehoff referenced the existing RV World location and asked if that property will be absorbed by the highway project or if there would be plans for that property.

Mr. Marquartz commented that ideally, he would like to sell that property, but if they did not sell that site they could perhaps use that for overflow storage. He commented that the RV business does not fit that site and if there was a new business that better fit that site it could be a good use of that property.

Motion by Commissioner Bauer, seconded by Commissioner Peters, to close the public hearing.

A roll call vote was performed:

Commissioner Bauer	aye
Commissioner Peters	aye
Commissioner Anderson	aye
Chairperson Gengler	aye

Motion Carried.

Chairperson Gengler closed the public hearing at 7:20 p.m.

Commission Business

Motion by Commissioner Peters, seconded by Commissioner Anderson, to recommend that City Council adopt Ordinance #24-08, Approving a Zoning Map Amendment for Donna Farms.

A roll call vote was performed:

Commissioner Anderson	aye
Commissioner Peters	aye
Commissioner Bauer	aye
Chairperson Gengler	aye

Motion Carried.

7.02: Public Hearing: Consider Sketch Plan and Related Variances for a Proposed Minor Plat of Pearson Place 2nd Addition at the Southwest Corner of Riverdale Drive and Highway 10 (Project No. 24-100); Case of John Dobbs

Public Hearing

Chairperson Gengler called the public hearing to order at 7:21 p.m.

Presentation

Senior Planner Anderson presented the staff report stating that staff recommends adopting Resolution #24-108 granting multiple variances associate with the proposed subdivision known as Pearson Place 2nd Addition.

Commissioner Anderson asked if all three of the issues requiring the variances were caused by the City in essence with the changes to the Code.

Senior Planner Anderson replied that is correct.

Citizen Input

John Dobbs, 2453 Skyline Drive Bloomington, MN, applicant, commented that he has worked with/for the Pearson family for more than a decade. He stated that going through the Riverstone South development process with Bowers Drive and the park planning, access ended up where it did which then created the need for variances. He stated that they are aware of the Donna Farms development and are supportive of their projects.

Motion by Commissioner Bauer, seconded by Commissioner Peters, to close the public hearing.

A roll call vote was performed:

Commissioner Anderson aye
Commissioner Peters aye
Commissioner Bauers aye
Chairperson Gengler aye

Motion Carried.

Chairperson Gengler closed the public hearing at 7:35 p.m.

Commission Business

Motion by Commissioner Bauer, seconded by Commissioner Peters, to adopt Resolution #24-108 Granting a Variance to Standards Addressing Double Frontage Lots, Additional Width for Corner Lot, and the Setback from an Arterial Road.

A roll call vote was performed:

Commissioner Bauer aye
Commissioner Peters aye
Commissioner Anderson aye
Chairperson Gengler aye

Motion Carried.

7.03: Public Hearing: Consider a Zoning Amendment, Site Plan and Variances to Height Regulations in the COR Framework for Norhart Ramsey at 7975 and 7979 Sunwood Drive NW

Public Hearing

Chairperson Gengler called the public hearing to order at 7:36 p.m.

Presentation

City Planner Martin presented the staff report stating that staff recommends approval of the Zoning Map Amendment, Site Plan, and Variance to Height Regulations in the COR Framework.

Commissioner Heineman arrived.

Commissioner Bauer noted the dewatering that has been done within the COR and asked if the lower parking level would encounter issues with groundwater.

City Planner Martin replied that the position of the sunken parking garage was designed to minimize the impact on the water table.

Commissioner Peters asked where the water would be going from the parking area.

City Planner Martin replied that all stormwater from this site would go to the regional stormwater pond, similar to the other developments in this area.

Commissioner Heineman referenced the proposed 5,000 square feet of retail space and asked if there have been any concepts on what will occupy that space.

Citizen Input

Marybeth Weiss, applicant, replied that they have not yet designated the retail user but have begun to have those discussions. She stated that they have spoken with several restaurants. She stated that they have welcomed input from staff as well as the owner of Hom2Suites and would welcome input from the residents as well in order to bring forward something that is desired.

Commissioner Heineman commented that restaurants continue to be of high demand.

Ms. Weiss provided a brief presentation on Norhart, which is a family-owned company based in Forest Lake and they design, build and manage the apartments that they develop. She stated that their construction crew are also Norhart employees and therefore have the same sense of pride. She described the Norhart way which focuses on creating a better way of living with luxury amenities, convenience and community. She stated that they currently have 12 developments in the metro and provided some concept images of projects currently proposed, or under development, in two other communities. She provided an overview of the proposed project, amenities, and retail space. She stated that they will satisfy the build to setback line requirement and provided additional details on the proposed building height variance, noting the similarity in height to another apartment building within the COR. She provided details on the updated photometric plan and reviewed the proposed developing timing. She stated that they look forward to being in Ramsey and contributing to the community.

Commissioner Bauer asked the typical resident for Norhart.

Ms. Weiss replied that there are a mix of residents, depending on where the building is located. She stated that the typical residents would be young professionals, young families, and some retirees.

Chairperson Gengler referenced the two main doors and asked if there would be additional entrances.

Ms. Weiss provided details on the different accesses for the building, noting that those are secured doors that use a fob to unlock.

Motion by Commissioner Bauer, seconded by Commissioner Peters, to close the public hearing.

A roll call vote was performed:

Commissioner Bauer aye
Commissioner Heineman aye
Commissioner Peters aye
Commissioner Anderson aye
Chairperson Gengler aye

Motion Carried.

Chairperson Gengler closed the public hearing at 8:03 p.m.

Commission Business

Motion by Commissioner Bauer, seconded by Commissioner Heineman, to adopt Resolution #24-115, Approving a Variance to Height Regulations in the COR Zoning District for Northart Ramsey at 7975 and 7979 Sunwood Drive NW.

A roll call vote was performed:

Commissioner Anderson nay
Commissioner Peters aye
Commissioner Heineman aye
Commissioner Bauer aye
Chairperson Gengler aye

Motion Carried.

Motion by Commissioner Peters, seconded by Commissioner Heineman, to recommend that City Council approve the Site Plan and Zoning Map Amendment for Northart Ramsey.

A roll call vote was performed:

Commissioner Bauer aye
Commissioner Heineman aye
Commissioner Peters aye
Commissioner Anderson nay
Chairperson Gengler aye

Motion Carried.

8. COMMISSION / STAFF INPUT

Planning Manager Larson commented that the items considered tonight will move forward to the City Council at the May 14th meeting.

Senior Planner Anderson reported that the spring recycling event will be held from 8 a.m. to noon on May 4th at the Public Works Facility.

Commissioner Peters commended Connexus Energy for the cleanup that they did on CR 5 recently.

Commissioner Bauer noted the upcoming Ramsey Business Expo this Saturday at Adrenaline Sports.

9. ADJOURNMENT

Motion by Commissioner Anderson, seconded by Commissioner Peters, to adjourn the meeting.

A roll call vote was performed:

Commissioner Anderson	aye
Commissioner Peters	aye
Commissioner Heineman	aye
Commissioner Bauer	aye
Chairperson Gengler	aye

Motion Carried.

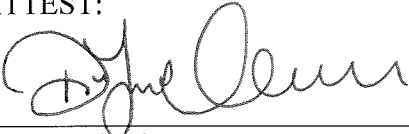
The regular meeting of the Planning Commission adjourned at 8:08 p.m.

Respectfully submitted,



Todd Larson
Planning Manager

ATTEST:



Dana Verbeek
Planning Assistant

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

**PUBLIC WORKS COMMITTEE
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Public Works Committee conducted a regular meeting on Tuesday, April 16, 2024, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Debra Musgrove
 Councilmember Chelsee Howell
 Councilmember Michael Olson

Also Present: City Engineer/Public Works Director Bruce Westby
 Assistant City Engineer Joe Feriancek

1. CALL TO ORDER

Chairperson Musgrove called the regular meeting of the Public Works Committee to order at 5:30 p.m.

2. CITIZEN INPUT

There was none.

3. APPROVE AGENDA

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

Motion carried. Voting Yes: Chairperson Musgrove, Councilmembers Howell and Olson. Voting No: None.

4. APPROVE MINUTES

4.01: Approve March 19, 2024, Meeting Minutes

Motion by Councilmember Howell, seconded by Councilmember Olson, to approve the following minutes:

Regular Meeting Minutes dated March 19, 2024

Motion carried. Voting Yes: Chairperson Musgrove, Councilmembers Howell and Olson. Voting No: None.

5. COMMITTEE BUSINESS

5.01: Consider Recommendation to City Council to Approve Cooperative Construction Agreement No. 1056358, Approve Plans, and Authorize Advertisements for Bids for Improvement Project #22-17, Ramsey Villas North Sound Wall Improvements

City Engineer/Public Works Director Westby presented the staff report and the recommendation to recommend City Council approval of plans and the Cooperative Construction Agreement and authorization to advertise bids for the improvement project, if the Committee supports construction of the sound wall.

Councilmember Olson asked how the plan for the new wall would compare to the existing wall.

City Engineer/Public Works Director Westby replied that this would be exactly the same detail as the existing wall further to the north.

Councilmember Olson asked if the wall would go over sanitary sewer lines.

City Engineer/Public Works Director Westby confirmed that would be accurate. He commented that it is a deep line and therefore it will not be impacted.

Councilmember Howell commented she is pleased to see this moving forward for the residents.

Mr. Ted Blakley, 5041 Xkimo Court NW, commented that he is grateful to have forward motion on this as it has taken much longer than they anticipated.

Mrs. Blakley asked for the timing of things, should the group choose to proceed.

Mr. Richard Bailey, 5021 Xkimo Court NW, stated that he also has questions related to the timing as they are anxiously awaiting to have this completed and have some noise reduction in the neighborhood.

Chairperson Musgrove asked for details on the anticipated start and completion dates, should this be approved.

City Engineer/Public Works Director Westby replied that if the recommendation is provided to move forward, this would go forward to the City Council at its first meeting in May. He provided details on the bidding timeline noting that construction would most likely begin in July or August, noting that the wall construction is fairly quick. He estimated a maximum of two weeks for the actual construction of the wall. He stated that restrictions can be placed upon the construction timeline but that could increase the cost.

Chairperson Musgrove stated that she would like to see it completed this year and would not want to increase the cost of the project by placing additional time constraints.

Assistant City Engineer Feriancek stated that the Xkimo Street project has a substantial completion date of August 31st and perhaps this should be timed to not occur after that date.

City Engineer/Public Works Director Westby commented that would allow a window of two months for construction and therefore would find that acceptable.

Motion by Councilmember Howell, seconded by Councilmember Olson, to recommend City Council approval of plans and Cooperative Construction Agreement No. 1056358, and authorization to advertise bids for Improvement Project #22-17, Ramsey Villas North Sound Wall Improvements, specifying final completion no later than August 31, 2024.

Motion carried. Voting Yes: Chairperson Musgrove, Councilmembers Howell and Olson. Voting No: None.

5.02: Consider Recommending City Council Approval of Plans and Specifications and Authorizing Advertisement for Bids for 2024 NE Ramsey Street Reconstructions, Improvement Project #24-03

Assistant City Engineer Feriancek reviewed the staff report and recommendation to recommend City Council approval of plans and specifications and authorize advertisement for bids for 2024 NE Ramsey Street Reconstructions, Improvement Project #24-03.

Chairperson Musgrove asked if the three different areas would be completed simultaneously or whether one section would be completed before moving to the next.

Assistant City Engineer Feriancek explained that one contractor would bid the project and the phasing would be determined by the contractor. He stated that he would expect the contractor to have a few different crews working on different items in each section for efficiency, explaining that perhaps the first crew works on soil corrections throughout the entire project area and the next crew follows with the next task and so on.

Chairperson Musgrove acknowledged that this work is needed.

Motion by Councilmember Olson, seconded by Councilmember Howell, to recommend City Council approval of plans and specifications and authorize advertisement for bids for 2024 NE Ramsey Street Reconstructions, Improvement Project #24-03.

Motion carried. Voting Yes: Chairperson Musgrove, Councilmembers Olson and Howell. Voting No: None.

5.03: Consider Recommending City Council Approval of Plans and Specifications and Authorizing Advertisement for Bids for 2024 Neighborhood Pavement Overlay Improvement, Improvement Project #24-07

Assistant City Engineer Feriancek presented the staff report and recommendation to recommend City Council approval of plans and specifications and authorize advertisement for bids for 2024 Neighborhood Pavement Overlay Improvements, Improvement Project #24-07.

Councilmember Olson asked for more information on the maintenance plan and anticipated life expectancy of the drainage structures proposed for Bowers Drive.

Assistant City Engineer Feriancek replied that the City would routinely remove debris from the hydrodynamic separators using the vacuum truck, and estimated the lifespan for these structures to be 60 to 100 years.

Chairperson Musgrove asked for clarification on whether the finger streets are also included for town center.

Assistant City Engineer Feriancek replied that only public roads would be completed and not the side private streets.

Chairperson Musgrove asked why PIR funds would be used rather than pavement management funds for paving Basalt Street.

Assistant City Engineer Feriancek replied that the intent of the pavement management funds is for reconstruction and overlay improvements and that paving a gravel street would be considered new construction and therefore would not qualify for use of pavement management funds.

Motion by Councilmember Olson, seconded by Councilmember Howell, to recommend City Council approval of plans and specifications and authorize advertisement for bids for 2024 Neighborhood Pavement Overlay Improvements, Improvement Project #24-07.

Motion carried. Voting Yes: Chairperson Musgrove, Councilmembers Olson and Howell. Voting No: None.

5.04: Consider Recommending City Council Approval of Plans and Specifications and Authorization to Advertise for Bids for 2024 Pavement Rejuvenation Improvements, Improvement Project #24-09

Assistant City Engineer Feriancek presented the staff report and recommendation to recommend City Council approval of plans and specifications and authorization to advertise for bids for 2024 Pavement Rejuvenation Improvements, Improvement Project #24-09.

Chairperson Musgrove commented that this has proven to be a better product than what was previously being used and therefore seems to make sense to continue.

Motion by Councilmember Howell, seconded by Councilmember Olson, to recommend City Council approval of plans and specifications and authorization to advertise for bids for 2024 Pavement Rejuvenation Improvements, Improvement Project #24-09.

Motion carried. Voting Yes: Chairperson Musgrove, Councilmembers Howell and Olson. Voting No: None.

5.05: Consider Recommending City Council Approval of Plans and Specifications and Authorization to Advertise for Bids for 2024 MSA Pavement Marking Improvements, Improvement Project #24-10

Assistant City Engineer Feriancek reviewed the staff report and recommendation to recommend City Council approval of plans and specifications and authorization to advertise for bids for 2024 MSA Pavement Marking Improvements, Improvement Project #24-10.

Motion by Councilmember Olson, seconded by Councilmember Howell, to recommend City Council approval of plans and specifications and authorization to advertise for bids for 2024 MSA Pavement Marking Improvements, Improvement Project #24-10.

Motion carried. Voting Yes: Chairperson Musgrove, Councilmembers Olson and Howell. Voting No: None.

6. COMMITTEE / STAFF INPUT

6.01: Receive Updates on Improvement Projects, Studies, and Items of Interest

City Engineer/Public Works Director Westby provided an update on current and proposed City, County, and MnDOT improvement projects and studies, and on other items of interest to the Committee.

Chairperson Musgrove asked if there is an update on the Ferry Street/Highway 47 railroad crossing.

City Engineer/Public Works Director Westby replied that MnDOT has officially paused this project but previously allocated funds are secure for the time being.

6.02: Review Future Topics Calendar

Chairperson Musgrove provided input on street sweeping studies as discussed by the Watershed Implementation Funding group today and asked for information on the City's street sweeping policy.

City Engineer/Public Works Director Westby provided additional details on the street sweeping process and its benefits, and that Staff plans to review and update the street sweeping policy to address everything practicable to reduce the transport of sediment and phosphorus to receiving waters.

7. ADJOURNMENT

Motion by Councilmember Howell, seconded by Councilmember Olson, to adjourn the Public Works Committee meeting.

Motion carried.

The regular meeting of the Public Works Committee adjourned at 7:00 p.m.

Respectfully submitted,



Bruce Westby
City Engineer/Public Works Director

Drafted by Amanda Staple, *TimeSaver Off Site Secretarial, Inc.*

**PARK AND RECREATION COMMISSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Ramsey Park and Recreation Commission conducted a regular meeting on April 11, 2024, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Commission Members Present: Chair Nathan Barten
 Vice Chair Brandon Sis
 Commissioner Todd Arts
 Commissioner Shane Bennett
 Commissioner Megan Ealain
 Commissioner Jennifer Leistico

Commission Members Absent: Commissioner Dean Olson

Also Present: City Council Liaison Michael Olson
 Parks & Assistant Public Works Director Mark Riverblood

1. CALL TO ORDER

Chair Barten called the Park and Recreation Commission meeting to order at 6:30 p.m.

2. CITIZEN INPUT

(Name unclear) thanked the City for cleaning up an area near Elmcrest Park. She also commented that the parks and trails are nicely taken care of during all seasons. She asked if the soccer association could be asked to clean up after games and tournaments as the park is often left with trash that residents then pick up. She commented that there is an open lot at the corner of Elmcrest and perhaps that would be a great place for pickleball courts.

Commissioner Bennett commented that he coached with ARAA when his kids were younger and always made sure that the kids on his team cleaned up after themselves. He noted that typically an association has volunteer requirements within the organization and believed that the City could reach out to the soccer associations to ask them to create a volunteer sign up for clean up after games and tournaments. He recognized that pickleball is an increasingly popular sport and the potential need for more courts.

Ms. (Name unclear) noted that Riversbend also has four tennis courts that could be repurposed noting that she typically drives to Anoka to play pickleball.

Commissioner Sis asked if there would be a value in placing more courts in one location for tournaments, or whether the preference would be to have a lesser number of courts in more locations.

Ms. (Name unclear) replied that she would prefer to have courts in more locations.

Parks & Assistant Public Works Director Riverblood stated that staff meets with all youth sports organizations in March, and they do encourage everyone to pick up after themselves. He recognized that tournaments are chaotic with a large number of people coming and going from the park in a single day and some stuff is left behind. He stated that tonight the Commission will consider adding more pickleball in Ramsey. He noted that there will be a request to add pickleball in addition to rehabbing the tennis court at Riverdale Park. He stated that there is use of the tennis courts and there have been comments that people would like those courts to remain. He stated that there could be an opportunity to transition the tennis courts at Central Park to additional pickleball courts. He was not aware of any substantial problems with the pickleball courts at Central Park, noting that there are cracks that have been filled but that is more of an aesthetic issue.

3. APPROVE AGENDA

Motion by Commissioner Sis, seconded by Commissioner Bennett, to approve the Park and Recreation Commission meeting agenda as presented.

Motion carried. Voting Yes: Chair Barten; Commissioners Sis, Bennett, Arts, Ealain, and Leistico. Voting No: None. Absent: Commissioner Olson.

4. APPROVE MINUTES

4.01: Approve Park and Recreation Commission Meeting Minutes

Commissioner Bennett noted that Commissioner Loss is no longer on the Commission and should be deleted from the minutes.

Motion by Commissioner Bennett, seconded by Commissioner Sis, to approve the following Park and Recreation Commission Regular Meeting Minutes:

- Park and Recreation Commission Meeting Minutes date March 14, 2024 as amended

Motion carried. Voting Yes: Chair Barten; Commissioners Bennett, Sis, Arts, and Ealain. Voting No: None. Abstaining: Commissioner Leistico. Absent: Commissioner Olson.

5. COMMISSION BUSINESS

5.01: Nominate Chair and Vice Chairperson of the Park and Recreation Commission

Chair Barten opened the floor for nominations.

Motion by Commissioner Bennett, seconded by Commissioner Leistico, to designate Nathan Barten as Chair and Brandon Sis as Vice Chair of the Park and Recreation Commission from April 2024 through March 31, 2025.

Motion carried. Voting Yes: Chair Barten; Commissioners Bennett, Leistico, Arts, Ealain, and Sis. Voting No: None. Absent: Commissioner Olson.

5.02: Recommend Park Dedication for Haviland Fields

Parks & Assistant Public Works Director Riverblood commented that this is a significant project proposed for the Lord of Life Church site which would have two large apartment buildings, one which would be all ages while the other would be designated for seniors. He stated that there would also be rental twinhomes around the perimeter of the site. He identified the existing park and trail amenities and noted that the land proposed to be dedicated for park use would be combined to increase the size of Solstice Park along with the creation of pickleball courts. He also reviewed the plans for trails and noted that the remainder would be received in cash. He noted that if the development is completed in phases, Park Dedication would be paid at the time of platting and would be based on the park dedication and trail fees at that time.

Commissioner Sis referenced a parking lot near the proposed park land and asked if that would be for use by park patrons.

Parks & Assistant Public Works Director Riverblood replied that the private parking lot would be available for guests of the residential developments and would not be available for use by the general public.

Commissioner Bennett noted the comment that there would be a gate at one end and asked if a similar gate would be located at this end.

Parks & Assistant Public Works Director Riverblood replied that there would not be. He stated that there could conceivably be people that drive into the PUD to park in that lot and walk to the pickleball courts. He stated that if there were to occur, the HOA could place signs stating that the parking is not available for public use. He stated that the HOA may not be bothered by an occasional park user parking in that lot. He noted that current parking for Solstice Park is on street.

Commissioner Leistico asked where users of the pickleball courts would park and access the courts, noting that it seems confusing and inconvenient. She stated that for courts that are being constructed in lieu of cash for park dedication, it does not seem to have great access and gives the impression that it is on private property.

Parks & Assistant Public Works Director Riverblood clarified the location of the trail corridor from Fluorine Street which goes to the park and new park amenities. He noted that Solstice Park is a neighborhood park, meant for those within walking distance, and is not a community or regional park meant for a lot of traffic from other neighborhoods.

Commissioner Leistico commented that it seems that people will flock to the pickleball courts.

Commissioner Bennett recognized that this is a pocket park and anyone that wants to use the park from outside the neighborhood will most likely park in the church parking lot.

Commissioner Sis commented that pickleball courts are popular and will increase the number of patrons going to the park, therefore additional signage on where people should access the park could be helpful.

Parks & Assistant Public Works Director Riverblood stated that the Commission could have another opportunity to address that scenario prior to the review by the City Council in May, although he was not sure what that scenario would be. He noted a reciprocity agreement with PACT Charter School for shared parking but noted that agreement also provided the school with use of the Central Park parking area. He stated that he could reach out to the developer to determine if there would be agreement in shared parking for park users.

Commissioner Bennett commented that the intent of the case is to determine whether the Commission supports the dedication of the land and fees, recognizing that access could be a challenge and perhaps direction to work with the developer could be added to the motion.

Parks & Assistant Public Works Director Riverblood agreed that direction could be provided to staff to have a conversation with the developer related to permitted parking within the private area of the PUD. He stated that citing pickleball courts can also be a challenge near residential properties because of the noise, which is why he mentioned a potential privacy fence. He noted that the courts are scaled to neighborhood use and the seniors in the proposed apartment building will most likely use the courts along with other neighbors in this area. He did not think two courts would attract throngs of people from outside this area.

Chair Barten asked if there would be more benefit in having Haviland Fields build their own pickleball courts for private use and the City instead use its funds to build courts in another area, such as Elmcrest.

Commissioner Bennett commented that the challenge would be that part of the process is to have resources that could be used by everyone as part of this development.

Commissioner Sis asked if it has been considered to leave the new park dedication area as grass and locate the pickleball courts in Solstice Park proper.

Commissioner Bennett commented that regardless of where the courts would be located within Solstice Park, the issue would be access.

Commissioner Sis noted that the changed location would encourage people to park on the public street parking. He asked if access could be arranged off Erkium.

Parks & Assistant Public Works Director Riverblood replied that would not be likely as there are driveways on that cul-de-sac and therefore there is only a bit of space for parking. He stated that adding a parking lot would take up a lot of park space, disrupt the irrigation, have additional cost and provide a small amount of parking in return. He stated that on-street parking has not been an issue for Solstice Park to date. He also reviewed the present use of the open space area in question.

He stated that the developer had proposed their own pickleball courts in addition to these courts, but was unsure if both sets of courts would ultimately be constructed. He also explained the difference in the courts being constructed through this type of development project compared to a standalone pickleball court project completed solely by the City.

Commissioner Sis commented that he would like to see additional options.

Parks & Assistant Public Works Director Riverblood stated that he can bring back additional information to the next meeting if that is desired.

Motion by Commissioner Sis, seconded by Commissioner Ealain, to table this item to the May 9, 2024 meeting with direction for staff to prepare additional exhibits for review.

Motion carried. Voting Yes: Chair Barten; Commissioners Bennett, Ealain, , Arts, Leistico, and Sis. Voting No: None. Absent: Commissioner Olson.

5.03: Recommend a \$350,000 Budget and Playground Installation for The Hollow

Parks & Assistant Public Works Director Riverblood stated that this project for about two years and has approved a concept. He stated that an RFP was issued for the playground component and reviewed the previously discussed concept for the park and playground components. He stated that he updated the preliminary budget from \$350,000 to \$370,140. He stated that the development paid \$350,000 into the Park Trust Fund for this project. He commented that this will be a unique park for the community, noting that there are already a lot of new residents living in the development and there has been interest from the Bowers Drive residents as well. He stated that the playground components would be estimated to be complete by July.

Commissioner Sis asked if there would be space to add more street parking to support this use and whether the zipline would create a conflict for those attempting to enter the park.

Parks & Assistant Public Works Director Riverblood explained that there will be a sidewalk connection for people to use and did not think there was a good opportunity to add more pull off parking. He noted that there will be parking allowed on many of the neighborhood streets.

Commissioner Bennett commented that he is excited about this project as it will be unique.

Motion by Commissioner Bennett, seconded by Commissioner Arts, to recommend to City Council \$370,140 from the Park Trust Fund for the one-acre neighborhood park known as The Hollow, including \$176,905 for the playground specific components with installation.

Motion carried. Voting Yes: Chair Barten; Commissioners Bennett, Arts, Ealain, Leistico, and Sis. Voting No: None. Absent: Commissioner Olson.

5.04: Consider Park and Recreation 2024 Outdoor Meeting Schedule

Parks & Assistant Public Works Director Riverblood commented that each year the Commission chooses to hold a series of meetings outdoors, which provides an opportunity for the Commission

to review locations and new projects and also allows residents to meet the Commission and provide input in their local park. He presented the potential locations he would suggest for the season and welcomed input.

Chair Barten suggested holding the May meeting at Solstice, given the discussion tonight and then simply shift the other locations by one month.

Commissioner Sis agreed.

Commissioner Bennett agreed noting that the case was tabled to the May meeting so it would seem appropriate to meet in that park for that meeting.

Motion by Commissioner Sis, seconded by Commissioner Bennett, to approve the outdoor meeting locations as follows: May - Solstice, June – Riversbend Park, July – Alpine Park, August – The Draw, and September – The Hollow.

Motion carried. Voting Yes: Chair Barten; Commissioners Sis, Bennett, Arts, Ealain, and Leistico. Voting No: None. Absent: Commissioner Olson.

6. COMMISSION/STAFF INPUT

Parks & Assistant Public Works Director Riverblood provided a brief overview of the upcoming recreation programming and events.

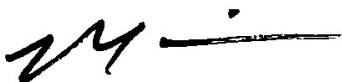
7. ADJOURNMENT

Motion by Commissioner Leistico, seconded by Commissioner Bennett, to adjourn the meeting.

Motion carried. Voting Yes: Chair Barten; Commissioners Leistico, Bennett, Arts, Ealain, and Sis. Voting No: None. Absent: Commissioner Olson.

The Park and Recreation Commission meeting adjourned at 7:38 p.m.

Respectfully submitted,



Mark Riverblood
Parks & Assistant Public Works Director

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

CC Regular Session

Meeting Date: 06/11/2024

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

Information

Title

Approve the Following Meeting Minutes:

- 1. City Council Work Session dated May 28, 2024
- 2. City Council Regular Session dated May 28, 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 Work Session dated May 28, 2024
- 2. City Council Regular Session dated May 28, 2024

Attachments

5-28-24 CCWS

5-28-24 Meeting

Form Review

Inbox

Brian Hagen

Form Started By: Katie Schmidt

Final Approval Date: 06/06/2024

Reviewed By

Brian Hagen

Date

06/06/2024 11:30 AM

Started On: 06/06/2024 10:51 AM

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, May 28, 2024, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

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

Also Present: City Administrator Brian Hagen
Administrative Services Director Colleen Lasher
Street Supervisor Shane Turner
City Clerk Katie Schmidt

1. CALL TO ORDER

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

2. TOPICS FOR DISCUSSION

2.01: Continue Discussion regarding a resolution requesting additional precincts for the 2024 Post-Election Review

City Clerk Schmidt reviewed the Staff report in regard to the request for additional precincts to be included in the 2024 Post-Election Reviews. She reviewed the cost estimates for Staff time for the additional reviews.

City Administrator Hagen stated that they are looking for direction on how the Council would like to set up this resolution.

Councilmember Specht said if they are going to do this, he would like it to be done this way until a future Council changes it.

Councilmember Riley asked about the difference between counting 12 races or 36 races.

City Clerk Schmidt explained that the difference is from the number of judicial races.

Councilmember Riley said counting 12 races seems to make sense based on the number of judges.

Councilmember Howell agreed that they should not put an end date on this and just allow future Councils to change this if they so choose. She suggested switching to two-thirds of the precincts having a post-election review with only 12 races and leaving out the uncontested races as well as the judicial races.

Councilmember Woestehoff asked if there is an audit time difference if they were to just audit the City only races versus the Federal races.

City Clerk Schmidt stated that it would likely not change very much as they will be looking at every ballot anyway.

The consensus of the Council was to direct Staff to draft a resolution to have post-election reviews for two-thirds of the City's precincts for 12 races.

2.02: Discussion Regarding Union Contract Negotiations for AFSCME, LELS-Patrol, LELS-Sergeants & LELS-Captains (Discussion Closed to the Public)

Administrative Services Director Lasher introduced this item and asked the Council to move to Closed Session.

Motion by Councilmember Woestehoff, seconded by Councilmember Howell, to recess the meeting to Closed Session at 5:37 p.m.

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

The meeting reconvened to Open Session at 6:44 p.m.

Administrative Services Director Lasher shared that Council and Staff discussed union negotiation strategies for the upcoming contract which will begin January 1, 2025. She noted that they did not discuss the LELS-Sergeants contract as they have not yet received their initial proposal. She stated Staff has received Council's direction and they will proceed accordingly.

2.03: 2024 Community Survey Direction

City Administrator Hagen reviewed the Staff report concerning the 2024 Community Survey. He shared that he has spoken with Polco about his concerns with many surveys coming back with the wrong rating headline. He stated that Polco said that the feedback from the survey is still usable with these errors. He shared Polco's suggestions on how to handle the data.

Councilmember Howell said she is not happy with this as it seems that they will have to skew the survey to get an answer. She noted they may need to throw out the whole section where the error occurred.

City Administrator Hagen said he expressed concern to Polco that one of the City's custom questions was affected by this.

Councilmember Musgrove stated she is in favor of scrapping all parts of the survey where the error occurred and just focusing on the questions that they can get accurate feedback on.

Councilmember Woestehoff asked if they can ask Polco for a refund or free survey in the future because of this error.

City Administrator Hagen noted that he had also thought about asking for a full refund. He stated he will have to look into the contract to see if this could be a possibility.

Mayor Kuzma agreed that they should try to get their money back.

Councilmember Howell stated that she took the survey online and in order to do so, she had to set up a Polco account in order to even take the survey. She added that she was not impressed with this and believes they likely lost a lot of people who did not want to take the survey because they had to create an account.

City Administrator Hagen shared that he also heard comments from two residents about the annoyance of having to create an account to take the survey.

Councilmember Woestehoff asked if Polco had drop off rates that they could share to see how many people started the survey and did not finish it.

Councilmember Musgrove agreed that it would be helpful information to have.

City Administrator Hagen asked if Polco is not willing to give a refund for this year's survey if the Council would be comfortable with scrapping all responses that have the incorrect rating.

Councilmember Specht asked if they should use a different survey company in the future.

City Administrator Hagen said yes.

Councilmember Howell stated if Polco is not willing to issue a refund for their error she would at least like them to send out the corrected question to all who took the survey so that they can gather some data on this question.

The consensus of the Council was to direct Staff to request a refund from Polco for their errors to the Community Survey.

3. TOPICS FOR FUTURE DISCUSSION

3.01: Review Future Topics/ Calendar

Noted.

4. MAYOR / COUNCIL / STAFF INPUT

Councilmember Specht suggested getting the meals for Council meetings from local small businesses that are affected by the road construction as a way to support them.

Councilmember Musgrove added that she would like to discuss the agenda layout at an upcoming meeting.

5. ADJOURNMENT

The Work Session of the City Council was adjourned at 6:53 p.m.

Respectfully submitted,

Brian S. Hagen
City Administrator

ATTEST:

Katie M. Schmidt
City Clerk

Drafted by Ava Major
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a Closed Session on Tuesday, May 28, 2024, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

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

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

1. CALL TO ORDER

Mayor Kuzma called the Closed Session of the City Council to order at 5:37 p.m.

2. COUNCIL BUSINESS

2.01: Discussion Regarding Union Contract Negotiations for AFSCME, LELS-Patrol, LELS-Sergeants & LELS-Captains (Discussion Closed to the Public)

Administrative Services Director Lasher reviewed the Staff report in regard to union contract negotiations for AFSCME, LELS-Patrol, and LELS-Captains. She stated they will not be discussing the LELS-Sergeants as they have not yet received their initial proposal.

Staff received direction from the Council.

3. ADJOURNMENT

Motion by Councilmember Woestehoff, seconded by Councilmember Howell, to adjourn the Closed Session

Motion carried.

The Closed Session was adjourned at 6:44 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, May 28, 2024, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

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

Members Absent: None

Also Present: City Administrator Brian Hagen
City Engineer/Public Works Director Bruce Westby
Planning Manager Todd Larson
City Attorney Fritz Knaak
Assistant City Engineer Joe Feriancek
Street Supervisor Shane Turner

1. CALL TO ORDER

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

2. PRESENTATION

2.01: Annual Public Works Department Update

City Engineer/Public Works Director Westby reviewed the annual Public Works update with the Council.

Street Supervisor Turner gave an overall overview of the streets, their conditions, and street projects.

Mayor Kuzma asked how much salt they currently have.

Street Supervisor Turner said they are at about 1000 tons. He stated that they are in a very good position.

3. CITIZEN INPUT

None.

4. APPROVE AGENDA

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

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

5. CONSENT AGENDA

City Administrator Hagen shared that they received a request earlier today to remove items 16 and 17 from the Consent Agenda. He added that there is a small change to the agreement for item 20 and they will need to add the legal description of the property in the agreement.

Motion by Councilmember Musgrove, seconded by Councilmember Howell, to approve the following items on the Consent Agenda with the removal of items 16 and 17, and the updates to item 20 to add the legal description:

- 5.01: Receive April 2024 Financial Reports - General Fund, EDA and Enterprise Funds
- 5.02: Approve the following Meeting Minutes:
 - 1) City Council Work Session dated May 14, 2024
 - 2) City Council Regular dated May 14, 2024
- 5.03: Approve business license applications.
- 5.04: Authorization to Hire a Part-time Planning Division Administrative Assistant
- 5.05: Adopt Resolution #24-148 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of May 9, 2024 through May 22, 2024.
- 5.06: Adopt Resolution #24-123 Approving Plans and Authorizing Advertisements for Bids for Improvement Project #24-04, Ford Brook Estates Drainage Improvements
- 5.07: Adopt Resolution #24-129 Approving Community Benefit Agreement with iDigital Outdoor, LLC, at 9500 Hwy 10 NW.
- 5.08: Adopt Resolution #24-132 Authorizing Partial Payment #11 to Magney Construction, Inc. for Improvement Project #21-09, Centralized Water Treatment Plant.
- 5.09: Adopt Resolution #24-137 Approving Partial Payment to Douglas-Kerr Underground, LLC for Improvement Project #23-19, The COR Infrastructure Improvements.
- 5.10: Adopt Resolution #24-138 Ordering Request for Proposals for 2025 Capital Improvement Program projects topographic surveys, geotechnical services and utility testing
- 5.11: Adopt Resolution #24-140 Accepting Bids and Awarding Contract for 2024 Pavement Rejuvenation Improvements, Improvement Project #24-09
- 5.12: Adopt Resolution #24-141 Accepting Bids and Awarding Contract for 2024 MSA Pavement Marking Improvements, Improvement Project #24-10

- 5:13: Adopt Resolution #24-143 Approving Partial Payment to Northdale Construction Co. Inc., for Improvement Project #21-08, WTP Trunk Watermain Improvements.
- 5:14: Adopt Resolution #24-144 Approving Change Order No. 2 for Improvement Project #23-19, COR Infrastructure Improvements.
- 5:15: Adopt Resolution #24-145, Approving an Amended Development Agreement for Lightbridge Academy
- 5:16: ~~Adopt Resolution #24-146 Approving a Final Plat and Development Agreement for "Waterfront Village"~~ **Please Note: this item was removed from the Consent Agenda and will come back at a future meeting.**
- 5:17: ~~Adopt Resolution #24-147 Approving Right of Re-Entry Agreement and Sale of a Portion of Outlot A, Ramsey Properties Addition, Centra Homes~~ **Please Note: this item was removed from the Consent Agenda and will come back at a future meeting.**
- 5:18: Adopt Resolution #24-149 Authorizing Requests for Proposals for Riverstone North Intersection Control Evaluations
- 5:19: Adopt Resolution #24-150 Approving Plans and Specifications and MnDOT Cooperative Construction Agreement No. 1056358 and Authorizing Bids for Improvement Project #22-17, Ramsey Villas North Sound Wall Improvements
- 5:20: Adopt Resolution #24-151 Approving Encroachment Agreement for 6821 146th Cir NW

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

6. PUBLIC HEARING

6.01: Public Hearing - Adopt Resolution #24-128 Vacating Easements in Harmony Farms.

Presentation

Planning Manager Larson reviewed the Staff report in regard to the easement vacation for Harmony Farms.

Councilmember Musgrove stated that she understands that there are no utilities in this area; however, since there are wetlands, she asked if they are just vacating the utility portion.

Planning Manager Larson explained that they would be vacating the drainage and utility easement which would be rededicated at the new plat to a different configuration.

Public Hearing

Mayor Kuzma called the public hearing to order at 7:20 p.m.

Citizen Input

There was none.

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

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

The public hearing was closed at 7:21 p.m.

Council Business

Motion by Councilmember Woestehoff, seconded by Councilmember Olson, to adopt Resolution #24-128 Vacating Easements in Harmony Farms.

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

7. COUNCIL BUSINESS

7.01: Adopt Ordinance #24-08: Rezone Property in the Donna Farms plat from B-2 to B-3

Planning Manager Larson reviewed the Staff report concerning the rezoning request from B-2 to B-3 in Donna Farms.

Councilmember Riley asked if they are getting too ahead of themselves with this change as there are no official proposals from users at this time.

Planning Manager Larson explained that the applicants who are interested in this area but currently fall outside of zoning regulations do not want to prepare plans until they know that the zoning changes are in place. He stated he does not see a concern with making this change prior to any applications.

Councilmember Woestehoff asked why the interested parties do not meet the B-2 designation.

Planning Manager Larson stated that U-Haul is one of the interested parties and only a limited amount of the rentable trucks and trailers would be permitted in the B-2 district, which is much less than U-Haul is interested in. He noted that under the B-3 designation, auto sales and rental are included which would allow them to use the entire site for vehicle rentals. He added that Markquart RV, the other interested party, would be considered an auto dealer which would need to be in the B-3 district.

Councilmember Olson asked if neither of these businesses follow through with their applicants to this area if there will be a downside to making this zoning change.

Planning Manager Larson shared that the rezoning ordinance was based on the plats, not the existing legal description of the property. He noted that if the plat does not get recorded then the zoning does not actually go into place. He added that if the plat did get recorded and the businesses

applicants fell through then this area would be available for another B-3 entity. He shared that everything that can be done in B-2 can also be done in B-3. He shared the Planning Commission's recommendation of approval.

Motion by Councilmember Howell, seconded by Councilmember Musgrove, to waive the Charter requirement to read the ordinance aloud and adopt Ordinance #24-08, rezoning 8655 and 8725 Riverdale Drive NW from B-2 to B-3.

A roll call vote was performed:

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

Motion carried.

7.02: Adopt Ordinance #24-02: Rezone a Portion of the Ramsey Landfill from I-1 to CL Northwest of Sunwood Drive and Sunfish Lake Blvd. NW (Connexus Energy).

Planning Manager Larson reviewed the Staff report in regard to the rezoning request for a portion of the Ramsey Landfill from I-1 to CL. He shared the Planning Commission's recommendation of approval.

Motion by Councilmember Woestehoff, seconded by Councilmember Riley, to waive the City Charter provision the ordinance is read aloud and adopt Ordinance #24-02 rezoning a portion of the Ramsey Landfill from I-1 to CL at the northwest of Sunwood Drive and Sunfish Lake Boulevard NW.

A roll call vote was performed:

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

Motion carried.

7.03: Adopt Ordinance #24-07: Rezoning property at the southeast corner of Sunwood Drive and Ramsey Parkway from COR-4b to COR-4c (Norhart Ramsey)

Planning Manager Larson reviewed the Staff report concerning the rezoning request from COR-4b to COR-4c at the southeast corner of Sunwood Drive and Ramsey Parkway.

Motion by Councilmember Musgrove, seconded by Councilmember Olson, to waive the Charter requirement to read the ordinance aloud and to adopt Ordinance #24-07, rezoning 7975 and 7979 Sunwood Drive from COR-4b to COR-4c.

A roll call vote was performed:

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

Motion carried.

7.04: Adopt Resolutions #24-095 and #24-096 and Introduce Ordinance #24-06 for Haviland Fields (Presbyterian Homes) - Comprehensive Plan Amendment, Rezoning, Preliminary Plat, and Site Plan Review for a Multi-Family Residential Development at 14501 Nowthen Blvd. NW.

Planning Manager Larson reviewed the Staff report in regard to the Comprehensive Plan amendment, rezoning, preliminary plat, and site plan review for Presbyterian Homes. He shared the Planning Commission's recommendation of the project.

Councilmember Riley asked if the Parks Commission and Staff reviewed the park dedication for this project and if they are comfortable with this.

Planning Manager Larson shared that the Parks Commission reviewed this a few weeks ago and they are in support of the park dedication. He added that the land dedication credit for the pickleball court and parking lot construction will still yield quite a bit of cash that the City would receive for this project.

Councilmember Riley shared that he was previously concerned with traffic being created due to the development. He asked if Staff is comfortable with the changes that have been made to help alleviate traffic concerns.

Planning Manager Larson said yes.

Councilmember Musgrove asked when the roundabout that the County is constructing on Sunwood and Nowthen is anticipated.

City Engineer/Public Works Director Westby shared that this project is not scheduled for a specific time yet as the County is still searching for funding.

Councilmember Musgrove asked if this project would move the roundabout up in order of importance.

City Engineer/Public Works Director Westby said it could; however, the County is still actively searching for the funds to complete the project.

Councilmember Musgrove stated she would encourage Staff to try to influence the County to do this project sooner rather than later.

City Engineer/Public Works Director Westby shared that the Public Works Committee has also made this comment.

Councilmember Musgrove asked about the parking spots that are off of Cobalt Street and the gate for accessing them. She shared that when this case was heard at the Parks and Recreation Commission meeting they were told that the gate was going to be on the Cobalt side rather than internal. She asked how residents will access these parking spots.

Planning Manager Larson said they will access them off of Cobalt.

Councilmember Musgrove stated that residents had made comments about sound wall barriers, which was addressed with some fencing on the northwest side. She asked how far the fence goes.

Planning Manager Larson said it will go around the cul-de-sac of Flourine Street.

Councilmember Musgrove asked if there will be any fencing on the side of Highway 47 to help with any sound issues that may come from the neighborhood across Highway 47.

Planning Manager Larson shared that this development is not expected to create any noise that would travel over Highway 47 to the other neighborhoods.

Councilmember Musgrove asked if they are preserving any trees along the side of the all-ages complex on Highway 47.

Planning Manager Larson said he believes there are trees in the more detailed landscaping plans.

Councilmember Woestehoff stated that when he was on the Public Works Committee, they had talked about the sound wall fence off of Highway 47 that basically went into a ditch. He asked if they could make sure that the grade of this fence is consistent when they get to the site plan review. He stated that the fence that they saw in a different development dipped below usefulness because of the elevation change.

Planning Manager Larson noted that this is just a private fence, not a sound wall.

Councilmember Musgrove shared that there were residents who came to the open houses with comments. She asked if all of the questions that these residents had about the development have been answered or resolved.

Planning Manager Larson stated there were lots of questions that were asked regarding fences and privacy matters and these things have been incorporated into the design. He added that the placement of the buildings, keeping site lines open, and keeping public spaces in different areas have all been addressed as well.

Sam Jagodzinski, the applicant with Senior Housing Partners, came forward and gave the Council a presentation on the project.

Jacob Rojer with Kimley-Horn came forward and reviewed the traffic study that was conducted for this project.

Chris Palkowitsch, the architect with BKB Group, came forward and reviewed the design of the project.

Motion by Councilmember Woestehoff, seconded by Councilmember Olson, to adopt Resolution #24-095 Approving a Comprehensive Plan Amendment for Haviland Fields Addition.

Further discussion:

Councilmember Specht shared that he believes the project looks great. He noted that something they have heard over and over again from residents is that they want a pause to the new apartments and high density housing in the City. He said he will not be supporting this.

Councilmember Howell shared that she has concerns with the increased traffic. She said she loves the look of the plan and how the developer did not ask for TIF dollars; however, she will not be supporting this.

Motion carried. Voting Yes: Mayor Kuzma, Councilmembers Woestehoff, Olson, Musgrove, and Riley. Voting No: Howell and Specht.

Motion by Councilmember Woestehoff, seconded by Councilmember Olson, to adopt Resolution #24-096 Approving the Preliminary Plat of Haviland Fields Addition.

Motion carried. Voting Yes: Mayor Kuzma, Councilmembers Woestehoff, Olson, Musgrove, and Riley. Voting No: Howell and Specht.

Motion by Councilmember Woestehoff, seconded by Councilmember Olson, to introduce Ordinance #24-06 Amending Section 106-120 "Official Zoning Map" Rezoning Haviland Fields Addition from R-1A, R-2, and R-3 to Planned Unit Development.

A roll call vote was performed:

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

Motion carried.

7.05: Adopt Resolution #24-139 Accepting Bids and Awarding Contract for 2024 NE Ramsey Street Reconstructions, Improvement Project #24-03

Assistant City Engineer Feriancek reviewed the Staff report concerning the 2024 NE Ramsey Street reconstructions. He shared the low bid was from GMH Asphalt Corporation in the amount of \$2,441,039.52, which was 29% below the engineer’s estimate.

Councilmember Specht asked how the cost split with Nowthen was decided.

Assistant City Engineer Feriancek explained that the City limits split the unit construction costs.

Motion by Councilmember Musgrove, seconded by Councilmember Howell, to to adopt Resolution #24-139 accepting bids and awarding a contract for 2024 NE Ramsey Street Reconstructions, Improvement Project #24-03, to GMH Asphalt Corporation for the total bid in the amount of \$2,441,039.52.

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

8. MAYOR, COUNCIL AND STAFF INPUT

8.01: Legislative Update

City Administrator Hagen reviewed the Legislative Update and announced upcoming meetings and events.

Councilmember Specht shared that the Ramsey North community is hosting a garage sale from May 30 through June 1. He added that the Flowers and Food Trucks event will be this Saturday at Green Valley.

Councilmember Musgrove added that there are some new sites in Ramsey including the new sign that says ‘City of Ramsey’ on Highway 47 and Bunker. She noted that Alpine Park also has its new playground, and she has already seen children and families enjoying it already. She added

that the pedestrian bridge legislation was authored by Representative Stevenson from Anoka and Senator Hoffman from another area. She said that the City did not get a chance to vet all of this even though the bridge has been in the future plans for Ramsey for a long time. She stated that she is glad to hear that there will finally be a case for this to be vetted. She added that she is not sure why this was brought forward by other representatives.

Councilmember Woestehoff noted that Representative Niska is also listed as an author of this bill.

Councilmember Howell stated it was not one of the City's legislative agenda priorities and echoed the concern that it came forward without any Council input.

9. ADJOURNMENT

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

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

The regular meeting of the City Council adjourned at 8:27 p.m.

Respectfully submitted,

Brian S. Hagen
City Administrator

ATTEST:

Katie M. Schmidt
City Clerk

Drafted by Ava Major
TimeSaver Off Site Secretarial, Inc.

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: 06/11/2024

Primary Strategic Plan Initiative: Identify and implement operational efficiencies, cost savings and additional funding sources.

Information

Title

Approve JPA with Sherburne County Sheriffs Office to participate in the Regional Criminal Tracking and Analysis Group (RCTAG)

Purpose/Background:

The purpose of this case is to consider approving a Joint Powers Agreement between the City of Ramsey Police Department and the Sherburne County Sheriffs Office for participation in a regional crime analysis and tracking group. This group is currently comprised of 7 central MN Sheriffs Offices (including Anoka and Sherburne) and 17 city police departments. This group tracks, analyzes, and shares data related to criminal activities and patterns occurring in their jurisdictions. The city would benefit from being part of a group that looks at criminal activity on a regional level. This JPA would allow the city to leverage resources of other members that have not previously been available. There are well established policies and oversight outlined in the JPA to protect sensitive information.

Funding Source:

The JPA requires no additional funding or staffing.

Recommendation:

Staff reviewed the JPA and recommends approval.

Action:

Motion to Approve the Jpint Powers Agreement with the Sherburne County Sheriffs Office for participation in the Regional Criminal Tracking and Analysis Group (RCTAG).

Attachments

JPA-RCTAG

Form Review

Inbox

Brian Hagen

Form Started By: Jeff Katers

Final Approval Date: 06/06/2024

Reviewed By

Brian Hagen

Date

06/06/2024 08:31 AM

Started On: 06/05/2024 11:21 AM

JOINT POWERS AGREEMENT

WHEREAS, the Sherburne County Sheriff seeks to further collaboration with the area law enforcement agencies in the sharing of intelligence information for the identification of patterns and modes of criminal activity; and

WHEREAS, the Sherburne County sheriff has developed a web site for Regional Criminal Tracking and Analysis Group (RCTAG) for criminal activity; and

WHEREAS, the local area Chief Law Enforcement Officers have expressed an interest in joining together to share resources and information in their effort to further the safety in the communities that we all share. The following agencies have joined together to achieve this objective:

County Sheriff's of:

Anoka County
Benton County
Isanti County
Mille Lacs County
Stearns County
Wright County

City Police Departments of:

Annandale	Princeton
Becker	Rice
Big Lake	Rogers
Braham	Sartell
Cambridge	Saint Cloud
Elk River	Saint Joesph
Foley	Sartell
Isanti	Sauk Rapids
	Waite Park

And the following law enforcement Agencies:

Central Minnesota Violent Offender Task Force
Mille Lacs Band of Ojibwe Indians Tribal Police

WHEREAS, the above-entitled entities have the ability to join together pursuant to Minnesota State §471.59 (Joint exercise of powers act for law enforcement activities);

WHEREAS, criminal investigative data and criminal intelligence information shall only be used and exchanged pursuant to this Agreement when it is pertinent and necessary in the initiation, furtherance or completion of an investigation in conformance with, inter alia, Minnesota Statute § 13.82 and 28 CFR Part 23.

NOW, THEREFORE, the Sherburne County Sheriff Joel BROTT and the Chief Law Enforcement Officer Jeffrey Mark KATERS for the jurisdiction of City of Ramsey, State of Minnesota hereby enter into the following Joint Powers Agreement:

The purpose of this agreement is for area law enforcement agencies to share intelligence information by identifying patterns and modes of criminal activity through a Regional Criminal Tracking Analysis Group (RCTAG). In carrying out the duties of the law enforcement function of sharing such information, the City of Ramsey Police Department will be handling one or more types of information that is confidential data on individuals as defined by Minnesota Statute §13.02, subd. 3, and shall be deemed "protected information" under this Agreement.

The parties agree that it is imperative for both parties that they are responsible for the proper handling of information and the safeguarding of information by its employees, subcontractors and

authorized agents of the protected information that is collected, created, used, maintained or disclosed on behalf of the agency. This responsibility means that each agent, employee and subcontractor shall be properly trained regarding the handling of the information. This includes training on all applicable laws for the access to any of the information in the criminal justice system. Specifically, the City of Ramsey Police Department shall agree to the following policies and laws:

The Sherburne County Sheriff's Office Policy Manual Regional Criminal Tracking and Analysis Group (including any future amendments to the same) (attached and made part of this agreement); and the Sherburne County Sheriff's Policy covering its Mission Statement, Privacy Policy Purpose, Definition, Governance and Oversight, Policy Applicability and Legal Compliance, Information, Acquiring and Receiving Information, Information Quality Assurance, Collation and Analysis, merging of records, Use of Information by the RCTAG, Disclosure of Information Outside the RCTAG, Redress, Security Standards, Information Retention and Destruction, Accountability and Enforcement and Training requirements (including any future amendments to the same) (attached and made part of this agreement).

In the use of such information, the City of Ramsey Police Department shall:

- Not use or further disclose the protected information that has been created, collected, received, store, used, maintained or disseminated in the course of this agreement other than in accordance with the proscribed policies.
- Ensure that the dissemination of the protected information is controlled by policy and any deviation of such policy shall be subject to the direct approval of the Sherburne County Sheriff.
- Use appropriate safeguards to prevent the use or disclosure of the protected information by its employees, subcontractors and agents other than as provided by policy set by the Sherburne County Sheriff's Office. The safeguards shall include physical protection of the information as well as secure internet for the sharing of such information.
- Immediately, report any breach of the policy of inappropriate use of the information which would include: the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with the system operations. Any breach shall be reported immediately once known with a follow up within five business days in a written format. This report shall be made to: the RCTAG Unit Supervisor. The report shall identify the nature of the non-permitted use/disclosure, the identity if known or the person(s) who breached the system, the manner of such breach, actions taken to prevent the reoccurrence of the breach, actions taken to minimize the impact of the breach and any other information requested by the Sheriff's Office.

The Sherburne County Sheriff shall have the right to audit any of the records or information created, maintained, assembled or held in any other form by the City of Ramsey Police Department as it pertains to this agreement and intelligence information from RCTAG.

The City of Ramsey Police Department shall be responsible for actions, inactions, negligent or intentional act(s) of its agents, employees or subcontractors who have had or had access to the information found on the Regional Criminal Tracking and Analysis and shall defend and hold harmless the County of Sherburne, its elected officials, its employees, its agents and subcontractors from any and all claims, damages or other loss sustained by the County or third persons as a result of the City of Ramsey Police Department's agents, employees or subcontractors or others under its direction and control.

This Agreement shall be continued for an indefinite term until cancelled by either party with reasonable notice. Such notice shall be in writing and shall be directed to the chief law enforcement officer of the agency.

The parties shall be required to provide such public funds and resources necessary to carry out the purposes of this agreement. No funds or assets shall be comingled, but shall be maintained by each agency for the purposes of insuring each party's ability to fulfill its responsibilities of this agreement.

If the Sherburne County Sheriff and the Chief of City of Ramsey Police Department agree to allow exercise of authority of an officer appointed by one governmental unit within the jurisdiction of the other, the officer so designated by both the Sheriff and the Chief of Police shall have full and complete authority as if appointed by both units of government after administration of oath. Such officer shall have completed the professionally recognized Peace Officer Pre-Employment education with the Minnesota Board of Peace Officer Standard Training as found comparable to the Minnesota Peace Officer Pre-Employment education and, the officer is duly licensed or certified by the police licensing or certification authority of the jurisdiction in which the officer's appointing authority is located.

Any data practices requests shall be directed to the entity which initially created the data and shall be handled by their responsible authority.

That all documentation promulgated pursuant to this agreement shall be retained by the respective parties and shall be subject to the data retention schedule for their legal entities.

Both parties to the agreement have provided evidence of insurance or trust agreements which provides coverage for the parties to this agreement. Such coverage shall include, but not be limited to worker's compensation, general liability coverage and business automobile liability coverage. The Sherburne County Sheriff is covered through the Minnesota Counties Intergovernmental Trust. The City of Ramsey Police Department is covered by/through League of Minnesota Cities Insurance policy.

This Agreement was entered into on the _____ day of June, 2024 (the last signature notwithstanding).

For the Sherburne County Sheriff's Office

By: _____
Joel L. Brott
Its: Sheriff

For the Sherburne County Board of Commissioners

By: _____
Gregg Charles Felber
Its: Chairperson

This Agreement was entered into on the _____ day of June, 2024 (the last signature notwithstanding).

For the City of Ramsey, Minnesota

By: _____
Mark Edward KUZMA
Its: Mayor

For the City of Ramsey Police Department

By: _____
Jeffrey Mark KATERS
Its: Chief of Police

CC Regular Session

Meeting Date: 06/11/2024

Primary Strategic Plan Initiative: Not Applicable

Information

Title

Approve a Joint Powers Agreement with the City of Blaine/Blaine PD for the 3M PGA Event

Purpose/Background:

The City of Blaine, MN, will host the Professional Golfers Association (PGA) 3M golf event from July 22nd to 28th, 2024. The size of the event and expected attendance required the City of Blaine and its police department to request the assistance of Anoka County law enforcement agencies. The assistance of the additional law enforcement agencies will increase public safety and security for the event. The City of Ramsey Police Department has assisted with this event in the past. Ten officers from the Ramsey PD have expressed interest in assisting with the 2024 event. At this time, it wasn't known how many officers would be needed from outside agencies to assist each day.

The Joint Powers Agreement has been sent to the City Attorney for review.

Funding Source:

The hours Officers work at this event will be reimbursed per section 4 of the Joint Powers Agreement.

Recommendation:

Staff is recommending entering into the Joint Powers Agreement with the City of Blaine/Blaine PD.

Action:

Motion to authorize the Mayor and City Administrator to enter into the Joint Powers Agreement with the City of Blaine/Blaine PD for Ramsey PD to assist at the PGA 3M Gold Event.

Attachments

- 2024 3M JPA
- 2024 3M Signature Page

Form Review

Inbox	Reviewed By	Date
Jeff Katers	Jeff Katers	06/03/2024 02:38 PM
Brian Hagen	Brian Hagen	06/05/2024 08:21 AM
Form Started By: Tim Frankfurth		Started On: 05/30/2024 10:46 AM
Final Approval Date: 06/05/2024		

**COOPERATIVE AGREEMENT REGARDING PUBLIC SAFETY
RELATED TO THE 2024 3M OPEN**

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT REGARDING PUBLIC SAFETY AND SECURITY RELATED TO THE 2024 3M OPEN (hereinafter referred to as the “Agreement”), is made effective, except as otherwise made operationally effective as set forth in Section 5 herein, on this ____ day of _____, 202_, by and between the **CITY OF BLAINE, MINNESOTA**, a municipal corporation, (hereinafter referred to as the “City”), acting through its Police Department (hereinafter referred to as the “BPD”) and _____, a [insert name of city/county/or other governmental entity acting through its _____ [insert name of law enforcement organization] (hereinafter referred to as the “Provider”). City, BPD, and each Provider may be referred to individually as a “Party” or collectively as the “Parties” to this Agreement.

WHEREAS, the City is the host city for the 2024 3M Open to be held on July 22, 2024 – July 28, 2024 and for related events, most of which will take place in the City (hereinafter referred to collectively as the “Event”); and

WHEREAS, the City is in need of procuring additional law enforcement personnel to provide the public safety and security measures required for such a large and unique Event; and

WHEREAS, at the request of the City, the Provider is willing to provide the services of the law enforcement personnel identified in this Agreement to the City to assist the BPD with Event security; and

NOW THEREFORE, pursuant to the authority contained in Minnesota Statutes Section 471.59 (“Joint Exercise of Powers”) and/or Minnesota Statutes Sections 626.76 and 626.77, and in consideration of the mutual covenants herein contained and the benefits that each party hereto shall derive hereby, the Parties agree as follows:

1. PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this Agreement is to set forth the terms and conditions whereby the Provider will provide the City with Licensed Peace Officers to be assigned to the Event to assist the BPD to provide law enforcement and security services (“Services”) during the term of the Event.
- 1.2 Provider will exercise its best efforts to assist with Event security. The Parties acknowledge and agree that resource availability requires Provider to exercise its best judgment in prioritizing and responding to the public safety needs of its jurisdiction including, but not limited to, the Event. That prioritization decision belongs solely to Provider. The Provider may, at any time, recall the Provider’s resources when, it is considered to be in Provider’s best interest to do so.

1.3 Provider's resources shall be full-time, Licensed Peace Officers and each such Licensed Peace Officer must meet the following criteria as defined in Minnesota Statutes Sections 626.84, Subdivision 1(c) and 471.59, Subdivision 12, which reads:

“(1) the peace officer has successfully completed professionally recognized peace officer pre-employment education which the Minnesota Board of Peace Officer Standards and Training has found comparable to Minnesota peace officer pre-employment education; and

(2) the officer is duly licensed or certified by the peace officer licensing or certification authority of the state in which the officer's appointing authority is located.”

2. ADDITIONAL CRITERIA OF LICENSED PEACE OFFICERS; PROVIDER SCOPE OF SERVICE

2.1 In addition to meeting the criteria set forth in Section 1 of this Agreement, the Provider agrees that each of the Licensed Peace Officers shall also meet the following criteria:

2.1.1. That each Licensed Peace Officer shall by reason of experience, training, and physical fitness be deemed by the Provider of being capable of performing public safety and law enforcement duties for the Event; and

2.1.2 That each Licensed Peace Officer is in good standing with the Provider. Throughout the term of this Agreement, the Provider shall promptly notify the BPD in the event that any licensed peace officer is no longer an officer in good standing with the Provider or shall recall any peace officer that is no longer in good standing; and

2.1.3 That unless otherwise provided or requested by the BPD, each Licensed Peace Officer shall be equipped and/or supplied by Provider at Provider's own expense, with a seasonally appropriate patrol uniform of the day and equipment, including but not limited to service belts with Provider radio equipment, service weapon and personal soft ballistic body armor, and traffic vest. Additionally, in Provider's discretion, personnel may be equipped with a cell phone that may be used to download a public safety application to aid in the tracking of law enforcement personnel during operational periods if allowed pursuant to Provider's policy.

2.2 Provider acknowledges and agrees that at any time during the term of this Agreement the City has the sole discretion to decline to accept and/or use any of Provider's Licensed Peace Officers or other law enforcement resources without

cause or explanation.

2.3 The Provider agrees as follows:

2.3.1 As requested by BPD, Provider shall list information on each of Provider's Licensed Peace Officers no later than thirty (30) days before the Event that includes, but is not limited to, name, rank, agency, badge number, and cell phone number. Said information shall be used strictly for law enforcement purposes related to the Event and each Party will hold the data in the same classification as the other does under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ("MGDPA"); and

2.3.2. That each Licensed Peace Officer shall be assigned by the BPD, as determined and required by the BPD, to any Event-related assignment based on the Licensed Peace Officer's skill-set and known duty assignment as well as the needs of the operation; including, but not limited to, foot patrol, motorized patrol, static posts at outdoor perimeters, general security inside or outside venues, and traffic control; and

2.4 Provider acknowledges and agrees that at all times during any required training session or during the Event each of Provider's Licensed Peace Officers or other law enforcement resources and employees, regardless of rank or job title held as an employee of the Provider, shall be subject to a structure of supervision, command and control coordinated by BPD.

2.5 The Provider agrees to exercise reasonable efforts to cooperate and provide the City, with any other information reasonably requested by the City that the City deems necessary to facilitate and enable compliance with the terms and conditions contained in this Agreement.

2.6 Event staffing levels will be determined by the BPD as the lead law enforcement agency, regardless of the location of the Event.

2.7 The Provider will comply with the statutes and rules requiring the preservation of evidence including, but not limited to, Minnesota Statutes, Section 590.10 and Section 626.04. Each Provider must preserve all handwritten notes, photographs, incident reports, video recordings, statements, audio recordings, personal notes, interview audio, text messages, cell phone videos, removable electronic media, squad car videos, any other video recordings, emails, voice mails, computer files and all Work Product, Supporting Documentation and Business Records.

2.8 The BPD, as the lead law enforcement agency, will maintain a list of Licensed Peace Officers (LPOs) assigned to the Event.

3. CITY RESPONSIBILITIES

- 3.1 The City and the 3M OPEN FUND will prepare and enter into an “Event Support and Funding Agreement for the 2024 3M Open” (the “Support Agreement”). The Support Agreement will be the source of funding for the Event including the source of payment for the Services to be provided pursuant to this Joint Exercise of Powers Agreement (“Agreement”) and for the policy of insurance that will pay for the defense and indemnification of claims filed against the City and each Provider during the term of the Event.
- 3.2 City agrees that it will provide or facilitate any necessary training to prepare for providing Event security. The substance of the training, if necessary; including the locations, dates, and times, shall be detailed in a separate writing provided by the BPD to the Provider.
- 3.3 The person responsible on behalf of the BPD for the daily operation, coordination and implementation of this Agreement, which responsibilities shall include, but not limited to, determining the assignments of the Provider’s law enforcement resources, shall be Blaine Police Department Captain Mark Boerboom (hereinafter referred to as the “Coordinator”). Except as otherwise provided in this Agreement, all contacts or inquiries made by the Provider about this Agreement shall be made directly to the Coordinator or the Coordinator’s designee.
- 3.4 The City will develop and provide to each Provider an adequate supply of the standard incident report form to be used by the City and Providers that provide Services at the Event.

4. COMPENSATION AND PAYMENT PROCESS

- 4.1 The sole source of funds to reimburse each Provider performing under this Agreement shall be funds provided by the 3M Open Fund pursuant to the Support Agreement.
- 4.2 For and in consideration of the Provider performing under this Agreement, the Provider will be reimbursed for said Services at Provider’s current hourly rates, not to exceed \$135 per hour.
- 4.3 The BPD shall furnish the Provider with a statement which describes all applicable hours performed by the Provider during the term of the Agreement. The Provider shall submit the Payment Reimbursement Form to the BPD for all undisputed amounts within thirty-five (35) days after receipt of the statement of

hours.

- 4.4 For any disputed amounts, the Provider shall provide the BPD with written notice of the dispute, including the date, amount, and reasons for dispute within fifteen (15) days after receipt of the statement of hours. The BPD and Provider shall memorialize the resolution of the dispute in writing and follow the dispute resolution procedure in Section 12 of this Agreement.

5. TERM OF AGREEMENT

- 5.1 This Agreement shall be effective as of the date indicated on the first page so that the Parties can undertake planning for all Event-related activity and shall expire on July 30, 2024, or the date to which law enforcement resources or Services are extended, whichever is later, unless terminated earlier in accordance with the provisions in Section 6.

6. TERMINATION

- 6.1 Termination by the City-The City may terminate this Agreement upon providing to the Provider not less than forty-five (45) days advance written notice for any of the reasons stated below:
 - 6.1.1 Cancellation of the 2024 3M Open.
 - 6.1.2 City and 3M Open Fund fail to enter into the Support Agreement.
 - 6.1.3 Failure by the Provider to perform any material term under this Agreement and failure to cure the default within the time requested by the City.
- 6.2 Termination by the Provider- the Provider may terminate this Agreement upon providing to the City not less than thirty (30) days advance written notice for any of the reasons stated below:
 - 6.2.1 Cancellation of the 2024 3M Open.
 - 6.2.2 Without cause thirty (30) days prior to the Event.
 - 6.2.3 City and 3M Open Fund fail to enter into the Support Agreement.
- 6.3 In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and, except as otherwise provided herein, each Party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

7. AGREEMENT MANAGEMENT

- 7.1 The Provider has identified the following person[s] as persons to contact only with regard to the following matters regarding the Agreement:

(List names)

(List responsibilities)

8. INSURANCE; LIABILITY; MUTUAL RESPONSIBILITY; NO WAIVER OF IMMUNITIES

8.1 Insurance Coverage for Event. The 3M Open Fund has purchased a law enforcement liability insurance policy (the “Policy”). The insurance carrier is Arthur J Gallagher Risk Management Services, LLC (the “Insurer”). The Policy will provide primary coverage for claims that each Provider becomes legally obligated to pay as damages due to “bodily injury”, “property damage”, or “personal injury” suffered by third parties. The Policy will require the insurer to have the right and duty to defend and indemnify each Provider against any claim or lawsuit due to Provider acts that occur within the territory of the Event and during the period in which the Policy is in effect. Each Provider’s Law Enforcement Officers will be covered under the Policy by virtue of the Provider being named an “insured” under the Policy.

8.1.1 The limit of liability for all occurrences (claims) during the coverage period is \$10,000,000.00. The limit of liability for any third-party claim for damage to or loss of personal property is \$2,000,000.00.

8.1.2. The Policy shall be primary insurance and non-contributory to any other valid and collectible insurance available to a Party with respect to any claim arising out of a Party’s performance under this Agreement.

8.1.3 The cost to hire and pay for legal representation to defend the City and any Provider (“defense costs”) are not subject to the limit of the Policy.

8.1.4 The Policy is not subject to the payment of a deductible by the City or by any other Provider.

8.1.5. Each Provider agrees to be bound by the terms and conditions contained in the Policy.

8.1.6 Each Provider agrees that it will cooperate with the insurer and with the City by reasonably and timely responding to the insurer’s request for information or to appear at meetings or judicially mandated hearings.

8.2 Insurance as Sole Source for Liability and Indemnity. Each Provider hereto agrees that it will only seek recovery for any liability incurred in carrying out the terms of this Agreement from the insurance to be procured by the 3M Open Fund.

8.2.1 If a Party's liability is not subject to recovery through the Policy, then each Party agrees that it will otherwise be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement, whether those acts or omissions occur within or outside of the jurisdiction or geographic limits of the City of Blaine, and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party and the results thereof.

8.2.2 In the unlikely event that the aggregate amount of any one or all claims exceeds the limits of the policies described in paragraph 8.1.1, then each Party agrees that it will otherwise be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement, whether those acts or omissions occur within or outside the of the jurisdiction or geographic limits of the City of Blaine, and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Parties and the results thereof.

- 8.3 Further Limitation On Provider Liability. It is understood and agreed that the liability of each Provider that is a municipality, county or similar political subdivision shall be limited by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions) and the liability of the State of Minnesota as a Provider shall be limited by the provisions of Minnesota Statutes, Section 3.736 and by other applicable law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either Party, its respective officials and employees, may have under said Chapter 466, Section 471.59 subd. 1a, and any common-law immunity or limitation of liability, all of which are hereby reserved by the Parties that have entered into this Agreement.
- 8.4 Provider Workers' Compensation Insurance Required. Except as expressly provided herein, each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Except as expressly provided herein, each Party waives the right to sue any other Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents.
- 8.5 Provider Responsible for Own Equipment. Except as expressly provided herein, each Party shall be responsible for damages to or loss of its own equipment. Except as expressly provided herein, each Party waives the right to sue any other Party for any damages to, or loss of its equipment.
- 8.6 Provider Rendering First Aid. Except for immediate first aid rendered by a

Provider at the scene of an accident or occurrence, no other medical assistance, expenses or aid is covered under the Policy.

9. INDEPENDENT CONTRACTORS

Each Provider in its relationship with the City under this Agreement is an independent contractor. No Provider, its Licensed Peace Officers or other law enforcement resources shall be considered an employee of the City. The City, its Licensed Peace Officers or other law enforcement resources shall not be considered employees of the Provider.

10. SUBCONTRACTING

The City and Provider agree that no Services will be subcontracted and agree not to enter into any subcontracts to provide any Services under this Agreement.

11. ASSIGNMENT

Neither the City nor the Provider will assign or transfer any interest in this Agreement without the consent of the other Party.

12. DISPUTE RESOLUTION

The City and the Provider each agree to cooperate and negotiate in good faith to resolve any disputes that arise regarding the terms of this Agreement and the performance of the Services. If good faith negotiations fail to resolve a dispute, then the Parties will use mediation services to attempt to resolve the dispute. The City and Provider will equally share the expense of the mediator.

The Parties will select a mediator by each submitting three names in rank order of preference to the other Party. If there is no common name on each Party's list, then a neutral, third party, law enforcement representative that is not a party to this Agreement will select a mediator for the Parties. If mediation fails to resolve a dispute between Parties, then the Parties will resolve the dispute through litigation.

13. AMENDMENT OR CHANGES TO AGREEMENT

13.1 Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the Parties hereto; after all appropriate and necessary authority has been acquired by each such Party.

13.2 Modifications or additional schedules shall not be construed to adversely affect vested rights or causes of action which have accrued prior to the effective date of

such amendment, modification, or supplement. The term “Agreement” as used herein shall be deemed to include any future amendments, modifications, and additional schedules made in accordance herewith.

14. NOTICES

Except as otherwise stated in this Agreement, all notice or demand to be given under this Agreement shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To City:

To Provider:

Mark Boerboom
10801 Town Square Drive
Blaine, MN 55449
mboerboom@Blainemn.gov

15. INTERPRETATION OF AGREEMENT

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota.

16. ENTIRE AGREEMENT

It is understood and agreed that this entire Agreement supersedes all oral agreements and negotiations between the parties hereto relating to the subject matters herein. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, the terms of this Agreement shall prevail.

The matters set forth in the “WHEREAS” clauses at the beginning of this Agreement are by this reference incorporated into and made a part of this Agreement.

17. MISCELLANEOUS PROVISIONS

17.1 The Parties intend that, with respect to the defense and indemnification provisions in Section 8 hereof, this Agreement may benefit or create rights or causes of action in or on behalf of any other agency providing services for the Event under a similar but separate agreement. Except for the foregoing, the Parties intend that this Agreement will not benefit or create any right or cause of action in or on behalf of any person or entity other than the Parties.

- 17.2 The Parties shall cooperate in achieving the objectives of this Agreement pursuant to Minnesota Statutes, Sections 15.51 through 15.57.
- 17.3 The Parties shall comply with all applicable federal, state, and local statutes, regulations, rules and ordinances currently in force or later enacted including but not limited to the MGDPA, Minnesota Statutes Section 471.425, subd. 4a, and as applicable, non-discrimination and affirmative action laws and policies.
- 17.4 If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not affect any other provision, and this Agreement will be construed and enforced as if such invalid or unenforceable provision had not been included.
- 17.5 Failure of a Party to enforce any provision of this Agreement does not affect the rights of the Parties to enforce such provision in another circumstance. Failure to enforce a provision does not affect the rights of the Parties to enforce any other provision of the Agreement at any time.

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

CITY OF BLAINE

CITY/COUNTY OF

By: _____
 Michelle A Wolfe
 Its: City Manager

By: _____

 Its: _____ Mayor _____

Date: _____

Date: _____

By: _____
 Tim Sanders
 Its: Mayor

By: _____

 Its: _____

Date: _____

Date: _____

- 17.3 The Parties shall comply with all applicable federal, state, and local statutes, regulations, rules and ordinances currently in force or later enacted including but not limited to the MGDPA, Minnesota Statutes Section 471.425, subd. 4a, and as applicable, non-discrimination and affirmative action laws and policies.
- 17.4 If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability will not affect any other provision, and this Agreement will be construed and enforced as if such invalid or unenforceable provision had not been included.
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IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

CITY OF BLAINE

CITY/COUNTY OF

By: _____
 Michelle A Wolfe
 Its: City Manager

By: _____
 Mark E. Kuzma
 Its: Mayor

Date: _____

Date: _____

By: _____
 Tim Sanders
 Its: Mayor

By: _____
 Brian Hagen
 Its: City Administrator

Date: _____

Date: _____

CC Regular Session

Meeting Date: 06/11/2024

Primary Strategic Plan Initiative: Create a positive image for residential neighborhoods, business districts and key corridors.

Information

Title

Approve Liquor License Renewals

Purpose/Background:

Liquor licenses are currently set to expire on June 30, 2024. Attached are renewal applications valid July 1, 2024-June 30, 2025.

Notification:

Current liquor licensees are posted on www.cityoframsey.com once approved.

Funding Source:

License fees are collected at time of application.

Recommendation:

Staff recommends approval of liquor license renewal applications.

Action:

Motion to Approve/Deny liquor license renewal applications.

Attachments

Liquor License Renewals

Form Review

Inbox

Sean Sullivan

Brian Hagen

Form Started By: Wendy Schlueter

Final Approval Date: 06/06/2024

Reviewed By

Sean Sullivan

Brian Hagen

Date

06/06/2024 10:53 AM

06/06/2024 11:18 AM

Started On: 05/22/2024 03:36 PM

Report Name: License Report - License Types
 Council Dates: 6/11/2024 to 6/11/2024
 Status: Active, Inactive
 License Type(s): 3.2 Beer Off-Sale, 3.2 Beer On-Sale
 Temporary, Liquor 2 A.M. Closing, Liquor Off-Sale,
 Liquor On-Sale, Liquor On-Sale Sunday

City of Ramsey License Report - License Types

Printed: 6/3/2024
 Page: 1

<u>Company</u>	<u>DBA</u>	<u>Complex Name</u>	<u>Applicant</u>	<u>Location</u>	<u>Council</u>		
					<u>Exp. Date</u>	<u>Date</u>	<u>Status</u>
3.2 Beer Off-Sale							
Coborn's, Inc.	Coborn's #2033	Coborns #2033	Coborn's #2033 - James Shaw	7900 Sunwood Dr NW	6/30/2025	6/11/2024	A
Northern Tier Retail, LLC (7-Eleven)	Speedway #4508	Speedway #4508	David L Seltzer	14000 St Francis Blvd NW	6/30/2025	6/11/2024	A

3.2 Beer Off-Sale License Count: 2

Liquor 2 A.M. Closing

SM Enterprises Corporation	Riversbend Sports Bar & Grill	Riversbend Sports Bar & Grill	Edward Witschen	14077 St Francis Blvd NW	6/30/2025	6/11/2024	A
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Liquor 2 A.M. Closing License Count: 1

Liquor Off-Sale

Coborn's, Inc - Liquor	Coborn's Liquor #6039	Coborns Liquor	James Shaw	7880 Sunwood Dr NW	6/30/2025	6/11/2024	A
Liquor Lady, Inc	Fairway Liquor	Fairway Liquor	Jilleen Mary Keil	5900 167th Ave NW	6/30/2025	6/11/2024	A
Cherokee Liquors Inc	G-Will Liquors	G-Will Liquors	Grant Radamacher	5427 Alpine Dr NW	6/30/2025	6/11/2024	A
Yayin Gadol, LLC	Top Ten Liquors	Top Ten Liquors	Top Ten Liquors - Jonathan G Halper	14107 St Francis Blvd NW	6/30/2025	6/11/2024	A

Liquor Off-Sale License Count: 4

Liquor On-Sale

Acapulco of Ramsey, Inc.	Acapulco Mexican Restaurant	Acapulco of Ramsey Inc	Acapulco Mexican Restaurant	7988 Sunwood Dr NW 100	6/30/2025	6/11/2024	A
Pleasant Valley Sunrise Group LLC	Aurelio's Pizza	Aurelio's Pizza	Aurelio's Pizza	6415 Highway 10 NW	6/30/2025	6/11/2024	A
Bossman Inc dba Chanticlear Bar & Pizza Grill	Chanticlear Pizza	Chanticlear Pizza Bar & Grill	Nicholas Duane Swanson	7876 Sunwood Dr NW 100A	6/30/2025	6/11/2024	A
Templer Group, Inc.	JR's Outpost	JR's Outpost	JR's Outpost	6141 Highway 10 NW	6/30/2025	6/11/2024	A
Mensch, LLC	McDuff's Bar & Grill	McDuff's	John Menard	16659 St Francis Blvd NW	6/30/2025	6/11/2024	A
SM Enterprises Corporation	Riversbend Sports Bar & Grill	Riversbend Sports Bar & Grill	Edward Witschen	14077 St Francis Blvd NW	6/30/2025	6/11/2024	A

Report Name: License Report - License Types
 Council Dates: 6/11/2024 to 6/11/2024
 Status: Active, Inactive
 License Type(s): 3.2 Beer Off-Sale, 3.2 Beer On-Sale
 Temporary, Liquor 2 A.M. Closing, Liquor Off-Sale,
 Liquor On-Sale, Liquor On-Sale Sunday

City of Ramsey License Report - License Types

Printed: 6/3/2024
 Page: 2

<u>Company</u>	<u>DBA</u>	<u>Complex Name</u>	<u>Applicant</u>	<u>Location</u>	<u>Council</u>		
					<u>Exp. Date</u>	<u>Date</u>	<u>Status</u>
Liquor On-Sale							
Triple Shift Entertainment, LLC	Super Bowl	Super Bowl	Robert J Spigner	6720 Riverdale Dr NW	6/30/2025	6/11/2024	A
The Links At Northfork GC, LLC	The Links at Northfork	The Links at Northfork	The Links at Northfork	9333 Alpine Dr NW	6/30/2025	6/11/2024	A
Whiskey Jacks of Ramsey, LLC	Willy McCoys	Willy McCoys	Willy McCoys	6415 Highway 10 NW	6/30/2025	6/11/2024	A

Liquor On-Sale License Count: 9

Liquor On-Sale Sunday

Acapulco of Ramsey, Inc.	Acapulco Mexican Restaurant	Acapulco of Ramsey, Inc.	Acapulco Mexican Restaurant	7988 Sunwood Dr NW 100	6/30/2025	6/11/2024	A
Pleasant Valley Sunrise Group LLC	Aurelio's Pizza	Aurelio's Pizza	Aurelio's Pizza	6415 Highway 10 NW	6/30/2025	6/11/2024	A
Bossman Inc dba Chanticlear Bar & Pizza Grill	Chanticlear Pizza	Chanticlear Pizza Bar & Grill	Nicholas Duane Swanson	7876 Sunwood Dr NW 100A	6/30/2025	6/11/2024	A
Templer Group, Inc. Mensch, LLC	JR's Outpost McDuff's Bar & Grill	JR's Outpost McDuff's	JR's Outpost John Menard	6141 Highway 10 NW 16659 St Francis Blvd NW	6/30/2025	6/11/2024	A
SM Enterprises Corporation	Riversbend Sports Bar & Grill	Riversbend Sports Bar & Grill	Edward Witschen	14077 St Francis Blvd NW	6/30/2025	6/11/2024	A
Triple Shift Entertainment, LLC	Super Bowl	Super Bowl	Robert J Spigner	6720 Riverdale Dr NW	6/30/2025	6/11/2024	A
The Links At Northfork GC, LLC	The Links at Northfork	The Links at Northfork	The Links at Northfork	9333 Alpine Dr NW	6/30/2025	6/11/2024	A
Whiskey Jacks of Ramsey, LLC	Willy McCoys	Willy McCoys	Willy McCoys	6415 Highway 10 NW	6/30/2025	6/11/2024	A

Liquor On-Sale Sunday License Count: 9

Total Licenses: 25

CC Regular Session**Meeting Date:** 06/11/2024**Primary Strategic Plan Initiative:** Create a positive image for residential neighborhoods, business districts and key corridors.**Information****Title**

Approve Business License Applications.

Purpose/Background:

The purpose of this case is to obtain City Council approval of business license applications (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.

Notification:

All current business license holders are posted on www.cityoframsey.com once approved.

Funding Source:

License fees are collected at time of application.

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	Sean Sullivan	06/06/2024 10:53 AM
Brian Hagen	Brian Hagen	06/06/2024 11:30 AM
Form Started By: Wendy Schlueter		Started On: 06/06/2024 10:44 AM
Final Approval Date: 06/06/2024		

Report Name: License Report - License Types
 Council Dates: 6/11/2024 to 6/11/2024
 Status: Active, Inactive

City of Ramsey License Report - License Types

Printed: 6/6/2024
 Page: 1

License Type(s): Amusement Center, Amusement
 Devices/Billiard Tables, Broker/Precious Metals Dealer,
 Garbage Haulers, Gasoline Sales, Hemp, Low-Potency
 Edible Retailer Registration, Mobile Food Unit-90 Days,
 Mobile Food Unit-Annual, Motor Vehicle
 Sales/Repair/Rentals, Multi-Family Rental, Pawnbroker,
 Rental, Rental - Conversion, Rental - Multi-Family, Rental
 - Short Term, Second Hand Goods Dealer, Special Events,
 Temporary Amusement/Carnival/Circus, Temporary
 Intoxicating, Therapeutic Massage Establishment,
 Therapeutic Massage Therapist, Tobacco, Transient
 Merchant/Peddler/Solicitor

<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							
Blegens Big Red Wagon Inc	The Big Red Wagon		Shawna Blegen		9/12/2024	6/11/2024	A
Mobile Food Unit-90 Days License Count: 1							
Mobile Food Unit-Annual							
Unbakeable	Feed Your Soul LLC		Gina Ehrisman		12/31/2024	6/11/2024	A
Mobile Food Unit-Annual License Count: 1							
Therapeutic Massage Establishment							
IDTS Medical, Inc.		IDTS	Mario Nozzarella	7545 Veterans Dr NW	12/31/2024	6/11/2024	A
Therapeutic Massage Establishment License Count: 1							
Therapeutic Massage Therapist							
Myhrer, James		IDTS Medical	James Troy Myhrer	7545 Veterans Dr NW	12/31/2024	6/11/2024	A
Therapeutic Massage Therapist License Count: 1							
Total Licenses: 4							

CC Regular Session**Meeting Date:** 06/11/2024**Primary Strategic Plan Initiative:** Strive for high organizational morale and employee retention**Information****Title**

Authorization to an Accountant I

Purpose/Background:

The purpose of this case is for the City Council to authorize hiring a full-time Accountant I.

Ms. Tammy Oakes was promoted to Accountant II following a reorganization in the Finance Department which was approved through the 2024 budgeting process. This action created a vacancy in the Accountant I position. Staff received approval to backfill the Accountant I position, and a recruitment was conducted. Ms. Sibell was selected as the top candidate. She will be subject to the terms of the AFSCME contract and the Personnel Policy, including a six month probationary period.

The primary objective of this position is to perform various payroll and accounting tasks, such as processing bi-weekly payrolls, verifying accuracy of figures and computations, as well as balancing and reconciling accounts. The position reports to the Assistant Finance Director.

Funding Source:

The funding required to fill this position is included in the approved 2024 budget.

Recommendation:

Staff recommends hiring Ms. Brittany Sibell as a full-time Accountant I, effective on or near July 8, 2024, with a credit of 5 vacation days. Ms. Sibell's wage will be \$36.999 per hour, which is step 4 of the 2024 Accountant I wage scale.

Action:

Motion to approve hiring Ms. Brittany Sibell as a full-time Accountant I, effective on or near July 8, 2024, with a credit of 5 vacation days. Ms. Sibell's wage will be \$36.999 per hour, which is step 4 of the 2024 Accountant I wage scale.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	06/06/2024 11:20 AM
Form Started By: Colleen Lasher		Started On: 05/28/2024 10:50 AM
Final Approval Date: 06/06/2024		

CC Regular Session

Meeting Date: 06/11/2024

Primary Strategic Plan Initiative: Not Applicable

Information

Title

Adopt Resolution #24-158 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of May 23, 2024 through June 5, 2024.

Purpose/Background:

Adopt Resolution #24-158 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of May 23, 2024 through June 5, 2024.

Recommendation:

Staff Recommends to Adopt Resolution #24-158 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of May 23, 2024 through June 5, 2024.

Action:

Motion to Adopt Resolution #24-158 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of May 23, 2024 through June 5, 2024

Attachments

Bills List 6/11/2024
Resolution 24-158

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	06/05/2024 01:52 PM
Brian Hagen	Brian Hagen	06/06/2024 08:31 AM
Form Started By: Jennifer Morrison		Started On: 06/05/2024 01:38 PM
Final Approval Date: 06/06/2024		

RAMSEY CITY COUNCIL MEETING
6.11.24
BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	<u>SUBMITTED FOR APPROVAL</u>
Prepays 5.23.24 - 6.5.24	\$ 322,261.03
Accounts Payable 5.23.24 - 6.5.24	586,564.12
Payroll 5.24.24	274,314.12
Debt Service	678,953.85
Pay Estimates- Projects	

TOTAL SUBMITTED FOR APPROVAL THIS MEETING (Invoices Available for Reviewal)	\$ 1,862,093.12
---------------------------------------------------------------------------------------	------------------------

DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:

	<u>APPROVED PREVIOUS MTG</u>	<u>2024 Y.T.D.</u>
PREPAIDS	\$ 381,759.00	\$ 4,499,045.70
PREPAID ADJUSTMENTS		
ACCOUNTS PAYABLE INVOICING	386,889.74	6,558,040.39
ACCT PAYABLE INVOICING ADJUSTMENTS		
NET PAYROLL TOTAL	247,594.78	2,525,922.34
CORRECTION TO PAYROLL		
DEBT SERVICE	42,681.25	42,681.25
CORRECTION TO DEBT SERVICE		
PAY ESTIMATE(S) - PROJECTS	3,089,516.49	8,518,335.87

TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED	\$ 4,148,441.26	\$ 22,144,025.55
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CITY OF RAMSEY
 Council Check Register by GL
 Council Check Register and Summary

5/23/2024 -- 6/5/2024

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
118878	5/23/2024		111377 ANOKA MUNICIPAL UTILITY							
		45.59	TRAFFIC SIGNALS		125355	22-612000-01 APR 2024	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		78.80	STREET LIGHTING		125356	22-990005-01 APR 2024	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
		38.08	STREET LIGHTING		125357	22-610280-00 APR 2024	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
		71.77	TRAFFIC SIGNALS		125358	22-613120-01 APR 2024	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		<u>234.24</u>								
118879	5/23/2024		112722 CENAIKO EXPO INC							
		1,745.00	BUSINESS EXPO-FINAL PYMT		125362	2024RBE-01 A	9230.6249	00923001	MISCELLANEOUS OPERATING SUPPLY ECONOMIC DEVELOPMENT AUTHO	
		<u>1,745.00</u>								
118880	5/23/2024		100297 CENTERPOINT ENERGY							
		2,485.83	C/H GAS		125346	6702493-5 APR 2024	0194.6373		GAS	GENERAL GOVERNMENT BUILDING
		160.36	4/5-5/7/24 GAS USGE		125347	6011580-5 APR 2024	9410.6373	00041012	GAS	RALF FUNDED PROJECTS
		71.30	NATURAL GAS PH 3		125349	8782239-1 APR 2024	9601.6373		GAS	WATER FUND
		167.18	GAS UTILITIES STATION 1		125351	5914352-9 APR 2024	0220.6373		GAS	FIRE PROTECTION
		227.16	GAS UTILITIES STATION 2		125352	5961540-1 APR 2024	0220.6373		GAS	FIRE PROTECTION
		<u>3,111.83</u>								
118881	5/23/2024		110734 CITY OF RAMSEY							
		183.23	ACCT 718889-14882 OLIVINE ST		125341	05232024	9601.4651		WATER REVENUE	WATER FUND
		1,242.89	ACCT 656771066 933 ALPINE DR		125341	05232024	9601.4651		WATER REVENUE	WATER FUND
		62.25	ACCT 58024820 15333 RAMSEY BLV		125341	05232024	9601.4651		WATER REVENUE	WATER FUND
		180.00	ACCT 723039 6012 146TH AVE		125341	05232024	9601.4651		WATER REVENUE	WATER FUND
		<u>1,668.37</u>								
118882	5/23/2024		115607 DVS							
		3,546.19	TAX UNMARKED SQUAD #349		125348	D799899	0211.6550		MOTOR VEHICLES	POLICE PROTECTION
		41.00	REGISTRATI UNMARKED SQUAD #349		125348	D799899	0211.6249		MISCELLANEOUS OPERATING SUPPLY POLICE PROTECTION	
		<u>3,587.19</u>								
118883	5/23/2024		120951 KWIK TRIP INC C/O THOMAS VIERLING							

Council Check Register by GL
Council Check Register and Summary

5/23/2024 -- 6/5/2024

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
118883	5/23/2024		120951 KWIK TRIP INC C/O THOMAS VIERLING						Continued...	
		100.00	DAMAGE DEPO REF 3.1.22		125361	052124	9101.2201		DEPOSITS PAYABLE	GENERAL FUND
		100.00								
118884	5/23/2024		100268 LRRWMO CITY OF ANOKA							
		850.00	PROJ 25-01 PERMIT AP & ESC FEE		125342	PROJ 25-01	9605.6489	00202501	OTHER CONTRACTED SERVICES	STORM WATER UTILITY
		850.00								
118885	5/23/2024		119557 MCFOA REGION IV							
		25.00	REGIONAL TRAIN-K SCHMIDT 6.11		125345	06112024	0130.6335		TRAINING	ADMINISTRATION
		25.00								
118886	5/23/2024		100621 MN DNR ECO WATERS/MN DNR - OMB							
		1,500.00	PROJ 20-11 DNR PERMIT		125343	PROJ 20-11	9605.6315	00202011	MISCELLANEOUS PROFESSIONAL SER	STORM WATER UTILITY
		1,500.00								
118887	5/23/2024		119468 MURPHY, LAURA							
		30.00	SAFETY CAMP 2024 REFUND		125344	02222024	0237.4608		CONTRIBUTIONS & DONATIONS	SAFETY CAMP
		30.00								
118888	5/23/2024		114062 ST PAUL POLICE DEPARTMENT- CPU							
		50.00	CRIME FREE HOUSING-D VERBEEK		125354	05162024	0191.6335		TRAINING	PLANNING & ZONING
		50.00								
118889	5/23/2024		120944 VAN, GAO LY							
		100.00	PERMIT RA058048 ROOF REFUND		125350	5162024	9101.4205		BUILDING PERMIT	GENERAL FUND
		100.00								
118890	5/23/2024		120952 VARIEN, BONNIE							
		100.00	BIKE LOCKER KEY DEPOSIT REFUND		125363	052224	9101.2201		DEPOSITS PAYABLE	GENERAL FUND
		100.00								
118932	5/30/2024		100116 CONNEXUS ENERGY							
		16.77	ELECTRIC SERVICE		125379	444931-3270 APR 2024	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
		271.37	ELMCREST PARK		125381	444931-267449 10/23-5/24	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
		288.14								
118933	5/30/2024		100167 CORNERSTONE FORD							
		11.73-	EARLY PAY DISCOUNT		125382	15460119	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE

Council Check Register by GL
Council Check Register and Summary

5/23/2024 - 6/5/2024

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
118933	5/30/2024		100167 CORNERSTONE FORD						Continued...	
		117.26	FIRE #575		125382	15460119	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		105.53								
1006478	5/24/2024		117418 ANDERSON, DEREK							
		730.50	EE REIMB CRIMINAL JUST CLASSES		125340	05162024	0211.6335		TRAINING	POLICE PROTECTION
		730.50								
1006479	5/24/2024		116846 MC TOOL AND SAFETY SALES							
		1.61-	EARLY PAY DISCOUNT		125353	019598	0452.6249		MISCELLANEOUS OPERATING SUPPLY PARK & RECREATION	
		161.28	EAR MUFFS		125353	019598	0452.6249		MISCELLANEOUS OPERATING SUPPLY PARK & RECREATION	
		159.67								
1006480	5/24/2024		119638 O'REILLY AUTO PARTS							
		1.27-	EARLY PAY DISCOUNT		125359	6193-162465	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		63.31	STREETS #692		125359	6193-162465	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		.26-	EARLY PAY DISCOUNT		125360	6193-162149	0311.6249		MISCELLANEOUS OPERATING SUPPLY STREET MAINTENANCE	
		12.99	PAINT		125360	6193-162149	0311.6249		MISCELLANEOUS OPERATING SUPPLY STREET MAINTENANCE	
		74.77								
1006481	5/24/2024		100459 STANDARD INSURANCE COMPANY							
		2,381.35	MAY 2024 LIFE PREM		125364	7725960001 MAY 2024	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		2,381.35								
1006482	5/24/2024		114486 SUN LIFE ASSURANCE COMPANY OF CANADA							
		449.88	MAY 2024 NON-VOL LTD PREM		125365	237724 MAY 2024	9101.2170		DENTAL/DISABILITY/LIFE	GENERAL FUND
		521.00	MAY 2024 VOL LTD PREM		125365	237724 MAY 2024	9101.2170		DENTAL/DISABILITY/LIFE	GENERAL FUND
		970.88								
1006483	5/28/2024		100257 LAW ENFORCEMENT LABOR SRV INC							
		1,022.25			124991	0508241056582	9101.2177		UNION DUES	GENERAL FUND
		1,022.25			125332	0522241608492	9101.2177		UNION DUES	GENERAL FUND
		2,044.50								
1006484	5/28/2024		100298 MN AFSCME COUNCIL 5							
		559.93			124992	0508241056583	9101.2177		UNION DUES	GENERAL FUND
		559.74			125333	0522241608493	9101.2177		UNION DUES	GENERAL FUND
		1,119.67								
1006530	5/31/2024		110402 ADVANCE AUTO PARTS							

Council Check Register by GL
Council Check Register and Summary

5/23/2024 -- 6/5/2024

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
1006530	5/31/2024		110402 ADVANCE AUTO PARTS						Continued...	
		2,383.11	MISC PARTS APR 2024		125366	04302024	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		58.19	MISC SHOP MATERIALS APR 2024		125366	04302024	0311.6229		SHOP MATERIALS	STREET MAINTENANCE
		28.69	MISC SUPPLIES APR 2024		125366	04302024	0452.6249		MISCELLANEOUS OPERATING SUPPLY	PARK & RECREATION
		399.28	MISC MACH REPAIR APR 2024		125366	04302024	0260.6382		MACHINERY & EQUIPMENT REPAIR	TRAFFIC ENGINEERING
		44.21	MISC PARTS APR 2024		125366	04302024	9601.6257		OTHER VEHICLE PARTS	WATER FUND
		68.28	MISC PARTS APR 2024		125366	04302024	9605.6257		OTHER VEHICLE PARTS	STORM WATER UTILITY
		<u>2,981.76</u>								
1006531	5/31/2024		116363 BROTKOWSKI, KYLE							
		16.00	FLAMEBURGER 5.13.24		125367	05132024	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		16.00	JASMINE THAI 5.14.24		125367	05132024	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		16.00	OLD SOUTHERN BBQ 5.21.24		125367	05132024	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		<u>48.00</u>								
1006532	5/31/2024		116845 CADY BUSINESS TECHNOLOGIES INC							
		39.00	REMOTE MEETINGS SUBSCRIPTION		125377	IN-800107286761	0192.6405		OFFICE & DATA PROCESSING EQUIP	DATA PROCESSING
		<u>39.00</u>								
1006533	5/31/2024		116027 ELLIOTT, BRANDON							
		6.87	CHIPOTLE 5.14.24		125368	05142024	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		14.86	JERSEY MIKES 5.15.24		125368	05142024	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		15.34	FIVE GUYS 5.16.24		125368	05142024	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		8.27	CHIPOTLE 5.17.24		125368	05142024	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		<u>45.34</u>								
1006534	5/31/2024		118113 GOEBEL, NOLAN							
		16.00	OLD SOUTHERN BBQ 5.21.24		125369	05212024	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		<u>16.00</u>								
1006535	5/31/2024		114432 HESSE, BRADLEY							
		16.00	FLAMEBURGER 5.13.24		125370	05132024	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		16.00	JASMINE THAI 5.14.24		125370	05132024	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		16.00	NOODLES & CO 5.22.24		125371	05222024	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		<u>48.00</u>								
1006536	5/31/2024		116846 MC TOOL AND SAFETY SALES							
		1.00-	EARLY PAY DISCOUNT		125380	019256	0452.6231		UNIFORMS & TURN-OUT GEAR	PARK & RECREATION
		100.00	CHANCE JACKET		125380	019256	0452.6231		UNIFORMS & TURN-OUT GEAR	PARK & RECREATION
		20.16-	EARLY PAY DISCOUNT		125384	019399	0452.6231		UNIFORMS & TURN-OUT GEAR	PARK & RECREATION
		1,038.25	HI-VIS SAFETY SHIRTS		125384	019399	0452.6231		UNIFORMS & TURN-OUT GEAR	PARK & RECREATION

Council Check Register by GL
Council Check Register and Summary

5/23/2024 -- 6/5/2024

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
99043963	5/24/2024		114790 GREAT WEST LIFE AND ANNUITY INS CO						Continued...	
		13,188.35			125329	05222416084912	9101.2175		DEFERRED COMPENSATION	GENERAL FUND
		<u>13,188.35</u>								
99050726	5/24/2024		114790 GREAT WEST LIFE AND ANNUITY INS CO							
		11,548.35			125330	05222416084913	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		<u>11,548.35</u>								
99052424	5/24/2024		107962 TOTAL ADMINISTRATIVE SERV (DO NOT USE)							
		728.00			125328	05222416084911	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		<u>728.00</u>								
99053124	5/31/2024		100219 HOME DEPOT COMMERCIAL ACCT PROGRAM							
		479.00	DEWALT TOOL 5.15.24		125386	05282024	0220.6281		SMALL TOOLS & MINOR EQUIPMENT	FIRE PROTECTION
		9.58-	EARLY PAY DISCOUNT		125386	05282024	0220.6281		SMALL TOOLS & MINOR EQUIPMENT	FIRE PROTECTION
		141.94	MISC SUPPLIES 5.28.24		125386	05282024	0194.6259		BUILDING MAINT/REPAIR SUPPLIES	GENERAL GOVERNMENT BUILDING
		2.84-	EARLY PAY DISCOUNT		125386	05282024	0194.6259		BUILDING MAINT/REPAIR SUPPLIES	GENERAL GOVERNMENT BUILDING
		<u>608.52</u>								
99240134	5/24/2024		100301 MN CHILD SUPPORT PAYMENT CNTR							
		266.72			125334	0522241608494	9101.2185		GARNISHMENTS/SUPPORT	GENERAL FUND
		<u>266.72</u>								
99691168	5/24/2024		100601 MN DEPT OF REV WH							
		493.82			125228	0520241303111	9101.2172		STATE WITHHOLDING	GENERAL FUND
		50.00			125257	0521241521363	9101.2172		STATE WITHHOLDING	GENERAL FUND
		15,970.96			125337	0522241608497	9101.2172		STATE WITHHOLDING	GENERAL FUND
		<u>16,514.78</u>								
99751084	5/24/2024		100398 PUBLIC EMPLOYEES RETIREMENT ASSN							
		133.33			125255	0521241521361	9101.2174		PERA-EMPLOYEE	GENERAL FUND
		133.33			125256	0521241521362	9101.2183		PERA-EMPLOYER	GENERAL FUND
		31,342.97			125335	0522241608495	9101.2174		PERA-EMPLOYEE	GENERAL FUND
		41,757.31			125336	0522241608496	9101.2183		PERA-EMPLOYER	GENERAL FUND
		<u>73,366.94</u>								
99855655	5/24/2024		100223 ICMA RETIREMENT TRUST 457							
		1,953.08			125326	0522241608491	9101.2175		DEFERRED COMPENSATION	GENERAL FUND
		<u>1,953.08</u>								
99897926	5/24/2024		101306 IRS							

Council Check Register by GL
Council Check Register and Summary

5/23/2024 -- 6/5/2024

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
99897926	5/24/2024		101306 IRS						Continued...	
		580.55			125229	0520241303112	9101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		1,551.55			125230	0520241303113	9101.2173		FICA & MEDICARE-EMPLOYEE	GENERAL FUND
		1,551.55			125231	0520241303114	9101.2182		FICA & MEDICARE-EMPLOYER	GENERAL FUND
		375.00			125258	0521241521364	9101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		292.34			125259	0521241521365	9101.2173		FICA & MEDICARE-EMPLOYEE	GENERAL FUND
		292.34			125260	0521241521366	9101.2182		FICA & MEDICARE-EMPLOYER	GENERAL FUND
		20,302.03			125327	05222416084910	9101.2182		FICA & MEDICARE-EMPLOYER	GENERAL FUND
		32,730.38			125338	0522241608498	9101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		20,302.03			125339	0522241608499	9101.2173		FICA & MEDICARE-EMPLOYEE	GENERAL FUND
		<u>77,977.77</u>								
		<u>322,261.03</u>	Grand Total							

Payment Instrument Totals

Checks	13,495.30
EFT Payments	207,147.15
A/P ACH Payment	<u>101,618.58</u>
Total Payments	322,261.03

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3829
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument Check Payment
 Pay Through Date 6/12/2024

Payee		Stub	Document				Due	Invoice	Payment	Discount	Supplier		
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name	
100050	ANOKA HENNEPIN ISD 11		PV	125495	001	00999	5/23/2024	28351	194.04		100050	ANOKA HENNEPIN ISD 11	
	ANOKA HENNEPIN ISD 11		Summary Total						194.04				
	2727 N. FERRY STREET		Payment Amount						194.04				
	ANOKA MN 55303												
100063	ASPEN MILLS		PV	125483	001	00999	5/24/2024	333490	59.99		100063	ASPEN MILLS	
	ASPEN MILLS		Summary Total						59.99				
	8201 C CENTRAL AVE NE		PV	125500	001	00999	5/30/2024	333684	35.00				
	SPRING LAKE PARK MN 55432		Summary Total						35.00				
			Payment Amount						94.99				
102959	BARNA GUZY AND STEFFEN LTD		PV	125471	001	00999	4/30/2024	282063	500.00		102959	BARNA GUZY AND STEFFEN LTD	
	BARNA GUZY AND STEFFEN LTD		Summary Total						500.00				
	200 COON RAPIDS BLVD SUITE 400		Payment Amount						500.00				
	MINNEAPOLIS MN 55433-5894												
120954	BE FREE BE YOURSELF LLC		PV	125496	001	00999	5/21/2024	1	300.00		120954	BE FREE BE YOURSELF LLC	
	BE FREE BE YOURSELF LLC		Summary Total						300.00				
	2221 180TH AVE NW		Payment Amount						300.00				
	ANDOVER MN 55304												

CITY OF RAMSEY
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 Payment Instrument Check Payment
 Pay Through Date 6/12/2024

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number Number	Item Itm	Company Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
117516	BEST OUTDOOR SERVICES		PV	125478	001	00999	5/30/2024	6946	810.86		117516	BEST OUTDOOR SERVICES
	BEST OUTDOOR SERVICES								810.86			
	3098 162ND LANE NW		PV	125479	001	00999	5/30/2024	6947	3,234.21			
	ANDOVER MN 55304								3,234.21			
									4,045.07			
120955	CENTRAL ROOFING COMPANY		PV	125490	001	00999	5/29/2024	35927	950.00		120955	CENTRAL ROOFING COMPANY
	CENTRAL ROOFING COMPANY								950.00			
	4550 MAIN STREET NE											
	MINNEAPOLIS MN 55421								950.00			
100167	CORNERSTONE FORD	EP DISCOUNT TAKEN	PV	125388	001	00999	5/15/2024	15460676	549.89		100167	CORNERSTONE FORD
	CORNERSTONE FORD								549.89			
	17219 HIGHWAY 10 NW	EP DISCOUNT TAKEN	PV	125389	001	00999	5/15/2024	15460803	5.11			
	PO BOX 304								5.11			
	ELK RIVER MN 55330	EP DISCOUNT TAKEN	PV	125481	001	00999	5/24/2024	16425490	865.29			
									865.29			
		EP DISCOUNT TAKEN	PV	125519	001	00999	5/29/2024	15462207	194.16			
									194.16			
									1,614.45			
112411	COUNTRY SIDE SERVICES		PV	125460	001	00999	5/22/2024	1-109352-01	9,868.50		112411	COUNTRY SIDE

CITY OF RAMSEY
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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
OF MN INC							SERVICES OF MN IN
COUNTRY SIDE SERVICES OF MN INC 6228 HIGHWAY 10 NW RAMSEY MN 55303					Summary Total	9,868.50	
					Payment Amount	9,868.50	
100127 CROW RIVER FARM EQUIPMENT COMPANY		PV 125449 001 00999	5/15/2024	209881		158.08	100127 CROW RIVER FARM EQUIPMENT COMPA
CROW RIVER FARM EQUIPMENT COMPANY 17685 - 53RD STREET NE ROGERS MN 55374					Summary Total	158.08	
					Payment Amount	158.08	
120341 DAMON FARBER ASSOCIATES, INC		PV 125497 001 00999	5/27/2024	99013		5,228.75	120341 DAMON FARBER ASSOCIATES, INC
DAMON FARBER ASSOCIATES, INC 310 SOUTH 4TH AVE STE 7050 MNNEAPOLIS MN 55415					Summary Total	5,228.75	
					Payment Amount	5,228.75	
120319 DAVE'S CONTRACTING SERVICES	6701 Hwy 10 SERVICES	PV 125473 001 00999	5/30/2024	1183		600.00	120319 DAVE'S CONTRACTI SERVICES
DAVE'S CONTRACTING SERVICES 13425 NARCISSUS ST NW ANDOVER MN 55304					Summary Total	600.00	
					Payment Amount	600.00	

Payment Group Control Number 3829
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 Payment Instrument Check 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
118837	DODGE OF BURNSVILLE, INC		PV	125488	001	00999	5/20/2024	N89346	44,583.00		118837	DODGE OF BURNSV INC
	DODGE OF BURNSVILLE, INC 12101 HIGHWAY 35W SOUTH BURNSVILLE MN 55337			Summary Total					44,583.00			
				Payment Amount					44,583.00			
115607	DVS	UNMARKED SQUAD TAX & REGISTRAT	PV	125387	001	00999	5/21/2024	D766728	3,106.08		115607	DVS
	DVS 445 MINNESOTA STREET STE 185A ST PAUL MN 55101			Summary Total					3,106.08			
				Payment Amount					3,106.08			
118931	ELECTRIC SYSTEMS SOLUTIONS		PV	125485	001	00999	5/28/2024	8670	32,000.00		118931	ELECTRIC SYSTEMS SOLUTIONS
	ELECTRIC SYSTEMS SOLUTIONS 6021 167TH AVENUE NW RAMSEY MN 55303			Summary Total					32,000.00			
				Payment Amount					32,000.00			
115231	EVERGREEN RECYCLING	Spring Rec. Day costs	PV	125509	001	00999	5/4/2024	3418B	3,164.00		115231	EVERGREEN RECYC
	EVERGREEN RECYCLING 8505 540TH STREET RUSH CITY MN 55069			Summary Total					3,164.00			
				Payment Amount					3,164.00			

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3829
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 Payment Instrument Check Payment
 Pay Through Date 6/12/2024

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
100270	MACQUEEN EQUIPMENT INC		PV 125458 001 00999	5/23/2024	W14199	503.41		100270	MACQUEEN EQUIPM INC
	MACQUEEN EQUIPMENT INC 1125 7TH STREET EAST ST PAUL MN 55106		Summary Total			503.41			
			Payment Amount			503.41			
120041	MARTIN MARIETTA MATERIALS		PV 125439 001 00999	5/16/2024	42479367	270.63		120041	MARTIN MARIETTA MATERIALS
	MARTIN MARIETTA MATERIALS PO BOX 93186 CHICAGO IL 60673-3186		Summary Total			270.63			
			PV 125446 001 00999	5/20/2024	42506589	254.58			
			Summary Total			254.58			
			PV 125511 001 00999	5/23/2024	42553333	666.51			
			Summary Total			666.51			
			PV 125513 001 00999	5/24/2024	42568821	536.04			
			Summary Total			536.04			
			Payment Amount			1,727.76			
117588	MEDART INC		PV 125442 001 00999	5/20/2024	08703626	8.20		117588	MEDART INC
	MEDART INC 124 MANUFACTURERS DRIVE ARNOLD MO 63010-4727		Summary Total			8.20			
			PV 125445 001 00999	5/21/2024	08704557	84.95			
			Summary Total			84.95			
			PV 125447 001 00999	5/22/2024	08705410	48.09			
			Summary Total			48.09			
			Payment Amount			141.24			

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3829
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 Version LOGIS004V
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 Payment Instrument Check Payment
 Pay Through Date 6/12/2024

Number	Payee Name / Mailing Address	Stub Message	Document Ty	Item	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name	
118388	MITCHELL 1 MITCHELL 1 25029 NETWORK PLACE CHICAGO IL 60673-1250		PV	125510	001	00999	5/20/2024	IB31011728	80.00		118388	MITCHELL 1
								Summary Total	80.00			
								Payment Amount	80.00			
100328	MN DEPT OF HEALTH WATER MN DEPT OF HEALTH DRINKING WATER PROTECTION SECTION P O BOX 64975 ST PAUL MN 55164-0975	June 30 2024 due	PV	125415	001	00999	5/16/2024	05162024	12,949.00		100328	MN DEPT OF HEALTH WATER
								Summary Total	12,949.00			
								Payment Amount	12,949.00			
104920	MN HWY SAFETY RESEARCH CNTR/MHSRC RANGE MN HWY SAFETY RESEARCH CNTR/MHSRC RANGE 720 FOURTH AVENUE SOUTH ST CLOUD MN 56301-4498		PV	125406	001	00999	5/20/2024	337900-10906	1,530.00		104920	MN HWY SAFETY RESEARCH CNTR/M RANGE
								Summary Total	1,530.00			
			PV	125408	001	00999	5/22/2024	337900-10919	510.00			
								Summary Total	510.00			
								Payment Amount	2,040.00			
119274	NORTH COUNTRY CHEVROLET BUICK GMC NORTH COUNTRY CHEVROLET BUICK GMC 1502 E HOWARD STREET	349 is wrong this is 347	PV	125402	001	00999	4/30/2024	RAMSEY24-102	51,580.92		119274	NORTH COUNTRY CHEVROLET BUICK
								Summary Total	51,580.92			

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3829
 Bank Account 999.1010 CASH IN BANK 00002224
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 Pay Through Date 6/12/2024

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
	HIBBING MN 55746					51,580.92			
		Payment Amount							
100393	PRAIRIE RESTORATIONS INC		PV 125498 001 00999	5/24/2024	INV-009960	2,625.00		100393	PRAIRIE RESTORATI INC
	PRAIRIE RESTORATIONS INC 31646 128TH STREET PRINCETON MN 55371	Summary Total				2,625.00			
		Payment Amount				2,625.00			
120956	SESAC		PV 125499 001 00999	6/1/2024	10742109	676.08		120956	SESAC
	SESAC PO BOX 737457 DALLAS TX 75373-7457	Summary Total				676.08			
		Payment Amount				676.08			
114776	STREET SMART RENTALS INC		PV 125491 001 00999	5/29/2024	1510110	816.68		114776	STREET SMART REN INC
	STREET SMART RENTALS INC 6811 137TH AVE NE COLUMBUS MN 55025	Summary Total				816.68			
		Payment Amount				816.68			
118638	TENVOORDE FORD INC		PV 125403 001 00999	4/22/2024	INV24224	44,954.87		118638	TENVOORDE FORD I
	TENVOORDE FORD INC P O BOX 1045	Summary Total				44,954.87			
		Payment Amount	PV 125404 001 00999	4/11/2024	INV24223	48,008.87			

CITY OF RAMSEY
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 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument Check Payment
 Pay Through Date 6/12/2024

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Item Number	Company Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	ST CLOUD MN 56302							48,008.87			
				Summary Total				48,008.87			
			PV	125405	001 00999	4/11/2024	INV24222	48,008.87			
				Summary Total				48,008.87			
				Payment Amount				140,972.61			
119097	TRUAX PATIENT SERVICES, LLC		PV	125410	001 00999	5/23/2024	7559	303.00		119097	TRUAX PATIENT SERVICES, LLC
	TRUAX PATIENT SERVICES, LLC 1112 RAILROAD STREET SE BEMIDJI MN 56601			Summary Total				303.00			
				Payment Amount				303.00			
100495	TWIN CITIES FLAG SOURCE		PV	125397	001 00999	5/17/2024	39025	225.00		100495	TWIN CITIES FLAG SOURCE
	TWIN CITIES FLAG SOURCE 3240 - 199TH AVENUE NW ANOKA MN 55303			Summary Total				225.00			
				Payment Amount				225.00			
120500	UNLIMITED SUPPLIES INC		PV	125521	001 00999	5/31/2024	467879	595.74		120500	UNLIMITED SUPPLIE INC
	UNLIMITED SUPPLIES INC 13021 16TH AVE N PLYMOUTH MN 55441			Summary Total				595.74			
				Payment Amount				595.74			
120949	WHITE BEAR LAWN & SNOW		PV	125437	001 00999	5/15/2024	11257	5,500.00		120949	WHITE BEAR LAWN &

Payment Group Control Number 3829
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument Check Payment
 Pay Through Date 6/12/2024

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
LLC	WHITE BEAR LAWN & SNOW LLC 1367 COUNTY ROAD H2 WHITE BEAR TOWNSHIP MN 55110					Summary Total 5,500.00			SNOW LLC
						Payment Amount 5,500.00			
						Total Amount to be Processed 328,969.23			
						Total Number of Payments to be Processed 34			

CITY OF RAMSEY
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 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument T A/P ACH Payment
 Pay Through Date 6/12/2024

Payee Number	Name / Mailing Address	Stub Message	Document			Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier	
			Ty	Number	Itm					Co	Number
111610	A DYNAMIC DOOR CO. INC.		PV	125486	001	00999	5/24/2024	22405241	295.19		111610 A DYNAMIC DOOR CO. INC.
	A DYNAMIC DOOR CO. INC. 4588 194TH AVENUE NE EAST BETHEL MN 55092		Summary Total						295.19		
			Payment Amount						295.19		
100017	AIRGAS USA, LLC		PV	125443	001	00999	5/20/2024	9150045692	352.50		100017 AIRGAS USA, LLC
	AIRGAS USA LLC P O BOX 734445 CHICAGO IL 60673-4445		Summary Total						352.50		
			PV	125467	001	00999	5/17/2024	9150003251	712.72		
			Summary Total						712.72		
			Payment Amount						1,065.22		
117343	AMAZON CAPITAL SERVICES INC		PV	125474	001	00999	5/27/2024	1H7X-MH64-P6QH	225.71		117343 AMAZON CAPITAL SERVICES INC
	AMAZON CAPITAL SERVICES INC PO BOX 035184 SEATTLE WA 98124-5184		Summary Total						225.71		
			PV	125489	001	00999	5/27/2024	1N43-HMDC-MQX6	794.91		
			Summary Total						794.91		
			Payment Amount						1,020.62		
100026	ANDERSON IRRIGATION		PV	125434	001	00999	5/21/2024	183775	250.00		100026 ANDERSON IRRIGAT
	ANDERSON IRRIGATION 27066 103RD STREET NW ZIMMERMAN MN 55398		Summary Total						250.00		
			PV	125435	001	00999	5/21/2024	183774	1,285.00		
			Summary Total						1,285.00		
			PV	125436	001	00999	5/21/2024	183778	3,172.28		
			Summary Total						3,172.28		

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 Pay Through Date 6/12/2024

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	125438	001	00999	5/24/2024	183788	20,817.00			
				Summary Total					20,817.00			
				Payment Amount					25,524.28			
100031	ANOKA COUNTY	2024 assessment	PV	125416	001	00999	5/16/2024	05162024	129,777.00		100031	ANOKA COUNTY
	ANOKA COUNTY 2100 - 3RD AVENUE ANOKA MN 55303			Summary Total					129,777.00			
				Payment Amount					129,777.00			
107587	ANOKA COUNTY TREASURY DEPARTMENT		PV	125395	001	00999	5/16/2024	B240516M	492.00		107587	ANOKA COUNTY TREASURY DEPARTI
	ANOKA COUNTY TREASURY DEPARTMENT 2100 3RD AVE STE 300 ANOKA MN 55303-5029			Summary Total					492.00			
			PV	125501	001	00999	5/15/2024	ELEC05152419	3,144.81			
				Summary Total					3,144.81			
				Payment Amount					3,636.81			
107141	APPLIED CONCEPTS INC		PV	125492	001	00999	5/29/2024	438887	848.50		107141	APPLIED CONCEPTS
	APPLIED CONCEPTS INC STALKER RADAR P O BOX 972943 DALLAS TX 75397-2943			Summary Total					848.50			
				Payment Amount					848.50			
106953	ATOM		PV	125407	001	00999	2/1/2024	489	250.00		106953	ATOM
	ATOM			Summary Total					250.00			

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Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Item	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	13570 GROVE DRIVE #302 MAPLE GROVE MN 55311								250.00			
		Payment Amount							250.00			
101084	BATTERIES PLUS BULBS BATTERIES PLUS BULBS 138 SOUTH DALE MABRY HWY TAMPA FL 33609		PV	125505	001	00999	5/30/2024	P73124883	64.50		101084	BATTERIES PLUS BL
		Summary Total							64.50			
		Payment Amount							64.50			
106346	BAUER BUILT INCORPORATED BAUER BUILT INCORPORATED 8270 W 35W SERVICE DR NE BLAINE MN 55449		PV	125516	001	00999	5/28/2024	940109853	914.16		106346	BAUER BUILT INCORPORATED
		Summary Total							914.16			
		Payment Amount							914.16			
114740	BOND TRUST SERVICES CORPORATION BOND TRUST SERVICES CORPORATION ATTEN: ACCOUNTS RECEIVABLE 3060 CENTRE POINTE DRIVE SUITE 110 ROSEVILLE MN 55113-1105		PV	125418	001	00999	4/15/2024	87121	9,300.00		114740	BOND TRUST SERVI CORPORATION
		Summary Total							9,300.00			
			PV	125419	001	00999	4/15/2024	87122	60,607.50			
		Summary Total							60,607.50			
			PV	125420	001	00999	4/15/2024	87116	1,116.25			
		Summary Total							1,116.25			
			PV	125421	001	00999	4/15/2024	87120	4,085.00			
		Summary Total							4,085.00			

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 Pay Through Date 6/12/2024

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
			PV 125422 001 00999	4/15/2024	87119	5,150.00			
			Summary Total			5,150.00			
			PV 125423 001 00999	4/15/2024	87356	237.50			
			Summary Total			237.50			
			PV 125424 001 00999	4/15/2024	87357	475.00			
			Summary Total			475.00			
			PV 125425 001 00999	4/15/2024	87125	227,146.35			
			Summary Total			227,146.35			
			PV 125426 001 00999	4/15/2024	87124	257,000.00			
			Summary Total			257,000.00			
			PV 125427 001 00999	4/15/2024	87123	106,475.00			
			Summary Total			106,475.00			
			PV 125428 001 00999	4/15/2024	87360	475.00			
			Summary Total			475.00			
			PV 125429 001 00999	4/15/2024	87362	475.00			
			Summary Total			475.00			
			PV 125430 001 00999	4/15/2024	87358	475.00			
			Summary Total			475.00			
	Inv #87359		PV 125431 001 00999	4/15/2024	87359	475.00			
			Summary Total			475.00			
	Inv #87361		PV 125432 001 00999	4/15/2024	87361	475.00			
			Summary Total			475.00			
			Payment Amount			673,967.60			
103641 BOYER TRUCKS			PV 125441 001 00999	5/17/2024	F247245	53,140.86		103641 BOYER TRUCKS	
BOYER TRUCKS			Summary Total			53,140.86			

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 Pay Through Date 6/12/2024

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 335 BRIGHTON CO 80601					53,140.86		
		Payment Amount					
116439 CANTEEN VENDING CANTEEN VENDING P O BOX 91337 CHICAGO IL 60693-1337		PV 125475 001 00999	5/29/2024	MSP98293	309.31		116439 CANTEEN VENDING
		Summary Total			309.31		
		Payment Amount			309.31		
117484 CHET S SHOES LLC CHET S SHOES LLC 8355 UNIVERSITY AVENUE NE SPRING LAKE PARK MN 55432		PV 125448 001 00999	5/20/2024	S20549	150.00		117484 CHET S SHOES LLC
		Summary Total			150.00		
		Payment Amount			150.00		
116197 CINTAS CORPORATION CINTAS CORPORATION CINTAS LOC #4K P O BOX 650838 DALLAS TX 75265-0838		PV 125457 001 00999	5/23/2024	4193650971	115.43		116197 CINTAS CORPORATI
		Summary Total			115.43		
		PV 125484 001 00999	5/28/2024	4193891113	60.14		
		Summary Total			60.14		
		PV 125520 001 00999	5/30/2024	4194304239	65.18		
		Summary Total			65.18		
		Payment Amount			240.75		
111818 DEANO'S COLLISION SPECIALISTS INC		PV 125400 001 00999	5/17/2024	65698	773.12		111818 DEANO'S COLLISION SPECIALISTS INC

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 Originator JMORRISON
 Payment Instrument T A/P ACH Payment
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Payee Number	Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	DEANO'S COLLISION SPECIALISTS INC 11063 173RD AVENUE ELK RIVER MN 55330		Summary Total			773.12			
			Payment Amount			773.12			
113306	DEFINITIVE TECHNOLOGY SOLUTIONS INC		PV 125396 001 00999	5/21/2024	INV273114	425.72		113306	DEFINITIVE TECHNOLOGY SOLU INC
	DEFINITIVE TECHNOLOGY SOLUTIONS INC 9401 JAMES AVENUE SOUTH SUITE 162 BLOOMINGTON MN 55431-2549		Summary Total			425.72			
			Payment Amount			425.72			
100144	DEHN OIL COMPANY		PV 125461 001 00999	5/23/2024	25228200	2,610.20		100144	DEHN OIL COMPANY
	DEHN OIL COMPANY 6735 141ST AVENUE NW RAMSEY MN 55303		Summary Total			2,610.20			
			PV 125514 001 00999	5/28/2024	25228356	181.68			
			Summary Total			181.68			
			Payment Amount			2,791.88			
118116	DTN LLC		PV 125468 001 00999	5/21/2024	210-00019574	946.00		118116	DTN LLC
	DTN LLC 18205 CAPITOL AVENUE SUITE 100 OMAHA NE 68022		Summary Total			946.00			
			PV 125469 001 00999	5/21/2024	210-00019564	473.00			
			Summary Total			473.00			
			PV 125470 001 00999	5/21/2024	210-00019571	496.65			
			Summary Total			496.65			
			Payment Amount						

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Item	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
									1,915.65			
100158	ECM PUBLISHERS INC		PV	125464	001	00999	5/17/2024	999004	75.25		100158	ECM PUBLISHERS IN
	ECM PUBLISHERS INC								Summary Total	75.25		
	4095 COON RAPIDS BLVD											
	COON RAPIDS MN 55433								Payment Amount	75.25		
100143	FERGUSON WATERWORKS # 2518		PV	125391	001	00999	5/14/2024	0528087	725.86		100143	FERGUSON WATERV # 2518
	FERGUSON WATERWORKS 2516								Summary Total	725.86		
	P O BOX 802817		PV	125393	001	00999	5/23/2024	0530432	102.46			
	CHICAGO IL 60680-2817								Summary Total	102.46		
			PV	125394	001	00999	5/23/2024	0530439	442.23			
									Summary Total	442.23		
			PV	125506	001	00999	5/29/2024	0530666	882.76			
									Summary Total	882.76		
									Payment Amount	2,153.31		
100650	GRAINGER		PV	125398	001	00999	5/17/2024	9122341994	1,181.28		100650	GRAINGER
	GRAINGER INC								Summary Total	1,181.28		
	DEPT. 806511127											
	PALATINE IL 60038-0001								Payment Amount	1,181.28		
100211	HAWKINS INC		PV	125503	001	00999	5/24/2024	6766589	6,561.79		100211	HAWKINS INC

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 Pay Through Date 6/12/2024

Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	HAWKINS INC P O BOX 860263 MINNEAPOLIS MN 55486-0263								6,561.79			
								Summary Total	6,561.79			
								Payment Amount	6,561.79			
112475	INNOVATIVE OFFICE SOLUTIONS INNOVATIVE OFFICE SOLUTIONS LOCKBOX 131434 P O BOX 1414 MINNEAPOLIS MN 55480-1414	S27569	PV	125465	001	00999	5/24/2024	IN4548566	220.06		112475	INNOVATIVE OFFICE SOLUTIONS
								Summary Total	220.06			
								Payment Amount	220.06			
116383	INTELLIGENCE NEXUS LLC INTELLIGENCE NEXUS LLC PO BOX 490352 BLAINE MN 55449		PV	125413	001	00999	5/23/2024	FA2405-0016	300.00		116383	INTELLIGENCE NEXI LLC
								Summary Total	300.00			
								Payment Amount	300.00			
117425	MAUER MAIN CHEVROLET MAUER MAIN CHEVROLET 435 WEST MAIN STREET ANOKA MN 55303		PV	125450	001	00999	5/13/2024	5303903	436.18		117425	MAUER MAIN CHEVROLET
								Summary Total	436.18			
			PV	125451	001	00999	5/10/2024	5303882	45.10			
								Summary Total	45.10			
			PV	125452	001	00999	5/14/2024	5303911	573.31			
								Summary Total	573.31			
			PV	125518	001	00999	5/28/2024	5304009	996.41			

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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	
Summary Total									996.41				
Payment Amount									2,051.00				
100283	MENARDS COON RAPIDS		PV	125444	001	00999	5/20/2024	19467	36.93		100283	MENARDS COON RA	
	MENARDS COON RAPIDS		Summary Total									36.93	
	3045 MAIN STREET		PV	125477	001	00999	5/28/2024	20100	222.22				
	COON RAPIDS MN 55448		Summary Total									222.22	
Payment Amount									259.15				
100284	MENARDS ELK RIVER		PV	125390	001	00999	5/14/2024	95471	208.93		100284	MENARDS ELK RIVE	
	MENARDS ELK RIVER		Summary Total									208.93	
	19521 EVANS STREET NW		PV	125482	001	00999	5/25/2024	96225	127.55				
	ELK RIVER MN 55330-1077		Summary Total									127.55	
			PV	125508	001	00999	5/15/2024	95573	182.12				
			Summary Total									182.12	
			PV	125512	001	00999	5/24/2024	96161	270.95				
			Summary Total									270.95	
Payment Amount									789.55				
108208	METRO PRODUCTS INC		PV	125440	001	00999	5/15/2024	180500	452.90		108208	METRO PRODUCTS	
	METRO PRODUCTS INC		Summary Total									452.90	
	7401 CENTRAL AVENUE NE		PV	125517	001	00999	5/22/2024	180626	361.95				
	FRIDLEY MN 55432		Summary Total									361.95	
Payment Amount									814.85				

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Payee	Stub	Document	Due	Invoice	Payment	Discount	Supplier
Number	Name / Mailing Address	Ty Number Itm Co	Date	Number	Amount	Taken	Number Name
114244	NAVAL SURFACE WARFARE CENTER CRANE DIV	PV 125493 001 00999	5/30/2024	N00164LE0779-24	1,200.00		114244 NAVAL SURFACE WARFARE CENTER CRANE DIV
	NAVAL SURFACE WARFARE CENTER WARFARE CEN COMMANDING OFFICER 300 HWY 361 BUILDING 2044 ELECTRO OPTIC ATTEN: D OWENS CRANE IN 47522				Summary Total	1,200.00	
					Payment Amount	1,200.00	
115167	NET TRANSCRIPTS INC	PV 125412 001 00999	5/15/2024	NT19027	196.67		115167 NET TRANSCRIPTS I
	NET TRANSCRIPTS INC PO BOX 95777 CHICAGO IL 60694-5777				Summary Total	196.67	
					Payment Amount	196.67	
100363	NORTHERN SANITARY SUPPLY CO	PV 125401 001 00999	5/22/2024	209069	649.06		100363 NORTHERN SANITAF SUPPLY CO
	NORTHERN SANITARY SUPPLY CO 341 COON RAPIDS BLVD MINNEAPOLIS MN 55433				Summary Total	649.06	
		PV 125494 001 00999	5/31/2024	209115	211.61		
					Summary Total	211.61	
					Payment Amount	860.67	
115071	NORTHLAND OCCUPATIONAL HEALTH	PV 125462 001 00999	5/24/2024	22091	50.00		115071 NORTHLAND OCCUPATIONAL HEA
	NORTHLAND OCCUPATIONAL HEALTH 7533 SUNWOOD DRIVE NW SUITE 212				Summary Total	50.00	

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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
RAMSEY MN 55303					50.00		
107244 NORTHLAND TRUST SERVICES INC		PV 125417 001 00999	4/12/2024	RAMS11B JUNE 2024	8,073.75		107244 NORTHLAND TRUST SERVICES INC
NORTHLAND TRUST SERVICES INC 150 SOUTH FIFTH STREET SUITE 3300 MINNEAPOLIS MN 55402					8,073.75		
					8,073.75		
113444 PRECISE		PV 125515 001 00999	5/29/2024	IN200-1049033	900.00		113444 PRECISE
PRECISE 501 EAST CLIFF ROAD SUITE 100 BURNSVILLE MN 55337					900.00		
					900.00		
107978 PREMIER COMMERCIAL PROPERTIES INC	6781 Prop Mgmt	PV 125472 001 00999	5/17/2024	9461	600.00		107978 PREMIER COMMERC PROPERTIES INC
PREMIER COMMERCIAL PROPERTIES INC 299 COON RAPIDS BLVD NW #200 COON RAPIDS MN 55433					600.00		
					600.00		
112151 REINDERS		PV 125480 001 00999	5/23/2024	3402272-00	569.54		112151 REINDERS
REINDERS P O BOX 78955 MILWAUKEE WI 53278-0955					569.54		

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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
									569.54			
119374	SIGN SOLUTIONS USA, LLC		PV	125459	001	00999	5/23/2024	411830	1,332.53		119374	SIGN SOLUTIONS US LLC
	SIGN SOLUTIONS USA, LLC PO BOX 1408 FARGO ND 58107-1408								1,332.53			
									1,332.53			
100469	STREICHER'S POLICE EQUIPMENT		PV	125409	001	00999	5/22/2024	11700654	1,989.20		100469	STREICHER'S POLIC EQUIPMENT
	STREICHER'S POLICE EQUIPMENT 10911 WEST HWY 55 MINNEAPOLIS MN 55441								1,989.20			
			PD	125411	001	00999	6/12/2024	CM298632	692.00-			
									692.00-			
									1,297.20			
100485	TIMESAVER OFF SITE SECRETARIAL INC		PV	125463	001	00999	5/17/2024	M29182	518.38		100485	TIMESAVER OFF SIT SECRETARIAL INC
	TIMESAVER OFF SITE SECRETARIAL INC 21021 KAROLINE COURT N FOREST LAKE MN 55025								518.38			
			PV	125502	001	00999	5/31/2024	M29225	1,119.38			
									1,119.38			
									1,637.76			
106812	TWIN CITY FILTER SERVICE INC		PV	125399	001	00999	5/17/2024	0759530-IN	796.54		106812	TWIN CITY FILTER SERVICE INC
	TWIN CITY FILTER SERVICE INC								796.54			

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Payee		Stub	Document			Due	Invoice	Payment	Discount	Supplier	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Taken	Number	Name
	2529 25TH AVE S MINNEAPOLIS MN 55406-1280										
Payment Amount								796.54			
106990	USABBLUEBOOK		PV	125392	001	00999	5/20/2024	INV00371008	96.83	106990	USABBLUEBOOK
	USA BLUE BOOK PO BOX 9004 GURNEE IL 60031-9004										
Summary Total								96.83			
			PV	125504	001	00999	5/24/2024	INV00375679	46.47		
Summary Total								46.47			
			PV	125507	001	00999	5/30/2024	INV00380121	85.64		
Summary Total								85.64			
Payment Amount								228.94			
107571	VEIT AND COMPANY INC		PV	125523	001	00999	5/30/2024	230330-CR1	1,878.00	107571	VEIT AND COMPANY
	VEIT AND COMPANY INC 14000 VEIT PLACE ROGERS MN 55374										
Summary Total								1,878.00			
Payment Amount								1,878.00			
100529	WENDELL'S INC	507435	PV	125466	001	00999	5/23/2024	2947956	15.23	100529	WENDELL'S INC
	WENDELL'S INC 6601 BUNKER LAKE BLVD PO BOX 458 RAMSEY MN 55303-0458										
Summary Total								15.23			
Payment Amount								15.23			
112318	WINTER EQUIPMENT		PV	125522	001	00999	5/30/2024	IV59527	3,236.40	112318	WINTER EQUIPMENT

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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
COMPANY							COMPANY
WINTER EQUIPMENT COMPANY 1900 JOSEPH LLOYD PARKWAY WILLOUGHBY OH 44094		Summary Total			3,236.40		
		Payment Amount			3,236.40		
100541 ZARNOTH BRUSH WORKS INC		PV 125455 001 00999	5/16/2024	0193213-IN	1,100.00		100541 ZARNOTH BRUSH W INC
ZARNOTH BRUSH WORKS INC PO BOX 141		Summary Total			1,100.00		
CHILTON WI 53014-0141		PV 125456 001 00999	5/16/2024	0198212-IN	1,058.10		
		Summary Total			1,058.10		
		Payment Amount			2,158.10		
Total Amount to be Processed					936,548.74		
Total Number of Payments to be Processed					46		

Checks - 328,969.23

ACH - 936,548.74

Total A/P - 1,265,517.97

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #24-158

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF MAY 23, 2024 THROUGH JUNE 5, 2024

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of May 23, 2024 through June 5, 2024 in the amount of \$1,862,093.12 and

WHEREAS, the City Council of the City of Ramsey is required to authorize payment for all disbursement transactions.

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

- 1) That the Ramsey City Council hereby approves the cash disbursements made and authorizes payment of the accounts payable invoices as detailed in the attached Bills List for the period May 23, 2024 through June 5, 2024, in the amount of \$1,862,093.12.

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

Mayor Kuzma
Councilmember
Councilmember
Councilmember
Councilmember
Councilmember

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of June, 2024.

Mayor

ATTEST:

City Clerk

CC Regular Session**Meeting Date:** 06/11/2024**Primary Strategic Plan Initiative:** Enhance City's communication through transparency and accountability.**Information****Title**

Adopt Resolution #24-142 Requesting General Election Post-Election Review

Purpose/Background:

Purpose: The council met to discuss a resolution requesting additional Post-Election Review on May 14 and May 28, 2024. Staff was directed to draft a resolution for Council consideration, and if approved, forward to Anoka County Elections requesting additional Post-Election Review for two-thirds of Ramsey precincts after each General Election. The resolution requests the review to include all non-judicial races that have more than one candidate.

Background: Minnesota Statue 206.89 gives the authority of the Post-Election Review to the Anoka County Auditor. The decision to expand the Post-Election Review is up to the Anoka County Canvassing Board, which meets soon after the General election to canvass the results.

Funding Source:

Elections Budget

Recommendation:

Staff does not hold a recommendation.

Action:

Motion to adopt Resolution #24-142 Requesting General Election Post-Election Review

Attachments

Resolution #24-142

MN Statute 206.89

Form Review**Inbox**

Brian Hagen

Form Started By: Katie Schmidt

Final Approval Date: 06/05/2024

Reviewed By

Brian Hagen

Date

06/05/2024 08:22 AM

Started On: 06/03/2024 12:44 PM

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #24-142

RESOLUTION REQUESTING GENERAL ELECTION POST-ELECTION REVIEW

WHEREAS, the City council of the City of Ramsey desires to have a Post-Election Review (PER) conducted on the results of two-thirds of its precincts for general elections pursuant to Minnesota Statute 206.89; and

WHEREAS, PER are conducted for precincts that must be chosen by lot by the Anoka County Canvassing Board, but there is not a limit on the number of lot selections that may be performed and there is not a restriction on establishing the lot from which the selection is made; and

WHEREAS, a PER is required to include counting the votes for President or Governor, United States Senator, and United State Representative; and the county-appointed post-election review official may conduct a PER of votes cast for additional offices; and

WHEREAS, the City Council desires to have a PER performed for two-thirds of its precincts and to include all offices for which there is more than one candidate but exclude all judicial offices.

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

1. In the event a Ramsey election precinct is selected for a Post-Election Review (PER) of the general election, the City Council requests that the Anoka County Canvassing Board perform a second lot selection that includes only the other precincts in Ramsey and select additional precincts to reach the threshold of two-thirds.
2. In the event a Ramsey election precinct is not selected for a PER of the general election, the City Council request that the Anoka County Canvassing Board perform a second lot selection that includes only Ramsey precincts and selects two-thirds of the precincts.
3. The City Council request that any PER of a Ramsey precinct include a review of the results of all state, county, and city offices, except judicial races, that include more than one candidate.

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 11 day of June, 2024.

Mayor

ATTEST:

City Clerk

206.89 POSTELECTION REVIEW OF VOTING SYSTEMS.

Subdivision 1. **Definition.** For purposes of this section "postelection review official" means the county auditor, unless the county auditor designates the municipal clerk as the "postelection review official" within 24 hours after the canvass of the state general election.

Subd. 2. **Selection for review; notice.** At the canvass of the state primary, the county canvassing board in each county must set the date, time, and place for the postelection review of the state general election to be held under this section. The postelection review must not begin before the 11th day after the state general election and must be complete no later than the 18th day after the state general election.

At the canvass of the state general election, the county canvassing boards must select the precincts to be reviewed by lot. The ballots to be reviewed for a precinct include both the ballots counted at the polling place for that precinct and the absentee ballots counted centrally by a ballot board for that precinct. The county canvassing board of a county with fewer than 50,000 registered voters must conduct a postelection review of a total of at least two precincts. The county canvassing board of a county with between 50,000 and 100,000 registered voters must conduct a review of a total of at least three precincts. The county canvassing board of a county with over 100,000 registered voters must conduct a review of a total of at least four precincts, or three percent of the total number of precincts in the county, whichever is greater. At least one precinct selected in each county must have had more than 150 votes cast at the general election.

The county auditor must notify the secretary of state of the precincts that have been chosen for review and the time and place the postelection review for that county will be conducted, as soon as the decisions are made. If the selection of precincts has not resulted in the selection of at least four precincts in each congressional district, the secretary of state may require counties to select by lot additional precincts to meet the congressional district requirement. The secretary of state must post this information on the office website.

Subd. 2a. **Exception.** No review is required under this section if the election for the office will be subject to a recount as provided in section 204C.35, subdivision 1.

Subd. 3. **Scope and conduct of review.** The county canvassing board shall appoint the postelection review official as defined in subdivision 1. The postelection review must be conducted of the votes cast for president or governor; United States senator; and United States representative. The postelection review official may conduct postelection review of the votes cast for additional offices.

The postelection review must be conducted in public at the location where the voted ballots have been securely stored after the state general election or at another location chosen by the county canvassing board. The postelection review official for each precinct selected must conduct the postelection review and may be assisted by election judges designated by the postelection review official for this purpose. The party balance requirement of section 204B.19 applies to election judges designated for the review. The postelection review must consist of a manual count of the ballots used in the precincts selected and must be performed in the manner provided by section 204C.21. The postelection review must be conducted in the manner provided for recounts under section 204C.361 to the extent practicable. The review must be completed no later than two days before the meeting of the state canvassing board to certify the results of the state general election.

Subd. 4. **Standard of acceptable performance by voting system.** A comparison of the results compiled by the voting system with the postelection review described in this section must show that the results of the electronic voting system differed from the manual count of the offices reviewed by no more than two votes in a precinct where fewer than 1,200 voters cast ballots, three votes in a precinct where between 1,200 and 1,599 voters cast ballots, four votes in a precinct where between 1,600 and 1,999 voters cast ballots, or five

votes in a precinct where 2,000 or more voters cast ballots. Valid votes that have been marked by the voter outside the vote targets or using a manual marking device that cannot be read by the voting system must not be included in making the determination whether the voting system has met the standard of acceptable performance for any precinct.

Subd. 5. Additional review. (a) If the postelection review in one of the reviewed precincts reveals a difference greater than the thresholds specified in subdivision 4, the postelection review official must, within two days, conduct an additional review of the races indicated in subdivision 3 in at least three precincts in the same jurisdiction where the discrepancy was discovered. If all precincts in that jurisdiction have been reviewed, the county auditor must immediately publicly select by lot at least three additional precincts for review. The postelection review official must complete the additional review within two days after the precincts are selected and report the results immediately to the county auditor. If the second review in any of the reviewed precincts also indicates a difference in the vote totals compiled by the voting system that is greater than the thresholds specified in subdivision 4, the county auditor must conduct a review of the ballots from all the remaining precincts in the county for the races indicated in subdivision 3. This review must be completed and the results must be reported to the secretary of state within one week after the second review was completed.

(b) If the results from the countywide reviews from one or more counties comprising in the aggregate more than ten percent of the total number of persons voting in the election clearly indicate that an error in vote counting has occurred, the secretary of state must notify the postelection review official of each county in the district that they must conduct manual recounts of all the ballots in the district for the affected office using the procedure outlined in section 204C.35. The recount must be completed and the results reported to the appropriate canvassing board within two weeks after the postelection review official received notice from the secretary of state.

Subd. 6. Report of results. Upon completion of the postelection review, the postelection review official must immediately report the results to the county auditor. The county auditor must then immediately submit the results of the postelection review electronically or in writing to the secretary of state not later than two days before the State Canvassing Board meets to canvass the state general election. The secretary of state shall report the results of the postelection review at the meeting of the State Canvassing Board to canvass the state general election.

Subd. 7. Update of vote totals. If the postelection review under this section results in a change in the number of votes counted for any candidate, the revised vote totals must be incorporated in the official result from those precincts.

Subd. 8. Effect on voting systems. If a voting system is found to have failed to record votes accurately and in the manner provided by the Minnesota Election Law, the voting system must not be used at another election until it has been examined and recertified by the secretary of state. If the voting system failure is attributable to either its design or to actions of the vendor, the vendor must forfeit the vendor bond required by section 206.57 and the performance bond required by section 206.66.

Subd. 9. Costs of review. The costs of the postelection review required by this section must be allocated as follows:

(1) the governing body responsible for each precinct selected for review must pay the costs incurred for the review conducted under subdivision 2 or 5, paragraph (a);

(2) the vendor of the voting system must pay any costs incurred by the secretary of state to examine and recertify the voting system; and

(3) the secretary of state must reimburse local units of government for the costs of any recount required under subdivision 5, paragraph (b).

Subd. 10. **Time for filing election contest.** The appropriate canvass is not completed and the time for notice of a contest of election does not begin to run until all reviews under this section have been completed.

History: 2006 c 242 s 34; 2008 c 244 art 1 s 20,21; 2008 c 295 s 22; 2008 c 336 s 8; 2010 c 194 s 25; 2013 c 131 art 2 s 69,70; 2021 c 31 art 3 s 21,22

CC Regular Session**Meeting Date:** 06/11/2024**Primary Strategic Plan Initiative:** Identify and implement operational efficiencies, cost savings and additional funding sources.**Information****Title**

~~Adopt Resolution #23-144 #24-155 Declaring Participation in State Performance Measurement Program~~ - Please Note: this case was removed from the Consent Agenda and put on the Regular Agenda as item 7.2

Purpose/Background:**Purpose of Case:**

Adopt a resolution declaring the City's participation in the State Council on Local Results and Innovation Performance Measurement Program (often referenced as CPM - City Performance Measurement)

NOTE: the City participated in this annual program in 2012-2015, 2017, 2019-2022.

Background:

In 2010, the State legislature created the Council on Local Results and Innovation. In 2011, the Innovation Council developed and released a standard of performance measurements for Cities and Counties; with the goal of aiding residents, taxpayers, and state and local elected officials in determining the efficacy of Counties and Cities in providing services, and measure residents' opinions of those services.

Cities that elect to participate in the standard measures program must officially adopt [by resolution] and implement certain standard performance measures. Participating entities must report their results to the State Auditor and make them available to all interested parties by publishing them on the Auditor's website [by July 1 annually]. Lastly, results must be provided to local residents through publication, direct mailing, posting on a website or through a public hearing [by December 31 annually]

Cities benefit from participating from the standard measures program by receiving a reimbursement from the State in the amount of 14 cents per capita (about \$4,000 Ramsey). More importantly, Cities benefit by developing an annual performance measurement baseline; which can be utilized by elected officials and taxpayers to make educated decisions. Lastly, cities have the ability to view other organizations' program results; which provides the City with comparable performance measurement data.

Observations/Alternatives:

Attached to this case is the resolution required for adoption to participate in the Council on Local Results and Innovation Performance Measurement Program along with previous results.

This program works in parallel with the City's initiative to conduct a biannual resident survey. Both the performance measurement program and the biannual resident survey are utilized during the City's budgeting and strategic planning processes.

Funding Source:

This case is being handled as part of normal Staff duties. The State of Minnesota allocates funding to the City for participating (about \$4,000).

Recommendation:

Adopt Resolution ~~#23-144~~ #24-155 Declaring the City of Ramsey's Participation in the State Council on Local Results and Innovation -- Performance Measurement Program

Action:

Motion to adopt Resolution ~~#23-144~~ #24-155 Declaring the City of Ramsey's Participation in the State Council on Local Results and Innovation -- Performance Measurement Program

Attachments

Reso #24-155 Performance Measurement Program
Ramsey Standard Measures 2023

Form Review

Inbox

Brian Hagen

Form Started By: Diana Lund

Final Approval Date: 06/05/2024

Reviewed By

Brian Hagen

Date

06/05/2024 08:14 AM

Started On: 05/21/2024 06:59 AM

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #24-155

RESOLUTION DECLARING THE CITY OF RAMSEY'S PARTICIPATION IN THE STATE COUNCIL ON LOCAL RESULTS AND INNOVATION – PERFORMANCE MEASUREMENT PROGRAM

WHEREAS, In 2010, the Minnesota Legislature created the Council on Local Results and Innovation; and

WHEREAS, The Council on Local Results and Innovation developed a standard set of performance measures that will aid residents, taxpayers, and state and local elected officials in determining the efficacy of counties in providing services and measure residents' opinion of those services; and

WHEREAS, Benefits to the City for participating in the Minnesota Council on Local Results and Innovation's comprehensive performance measurement program are outlined in MS 6.91 and include eligibility for a reimbursement as set by State statute; and

WHEREAS, Any City participating in the comprehensive performance measurement program is also exempt from levy limits for taxes, if levy limits are in effect; and

WHEREAS, The City of Ramsey has adopted and implemented at least 10 of the performance measures, as developed by the Council on Local Results and Innovation, and a system to use this information to help plan, budget, manage and evaluate programs and processes for optimal future outcomes.

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

- 1) The City of Ramsey will continue to report the results of the performance measures to its citizenry by the end of the year through publication, direct mailing, posting on the city's/county's website, or through a public hearing at which the budget and levy will be discussed and public input allowed.
- 2) The City Council of Ramsey will submit to the Office of the State Auditor the actual results of the performance measures adopted by the City.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of June, 2024.

Mayor

ATTEST:

City Clerk

CC Regular Session**Meeting Date:** 06/11/2024**Primary Strategic Plan Initiative:** Promote economic growth and development.**Information****Title**

Adopt Resolution #24-146 Approving a Final Plat and Development Agreement for "Waterfront Village."

Purpose/Background:*Please Note: this item was removed from the May 28 Consent Agenda at the request of the applicant and is ready to move forward.*

On February 13, 2024, the City Council approved the Preliminary Plat and Site Plan for Waterfront Village, located between Bunker Lake Boulevard and Ramsey Parkway, west of Zeolite Street. Since that date, the Applicant has supplied engineering cost estimates to Staff as part of drafting the Development Agreement for Waterfront Village. It should be noted that Centra North LLC, the Applicant for this project, is purchasing the Subject Property from the City. The Development Agreement is generally standard in its form, and aligns with the Purchase Agreement written by Staff.

The Applicant has also submitted plans for the Final Plat of Waterfront Village, which includes 26 lots in the first phase, right-of-way dedication for Ramsey Parkway (currently under construction), and one lot for the future Norhart development south of Ramsey Parkway. The additional lots will be platted in future phases. The proposed plat is consistent with the Preliminary Plat that the City Council approved on February 13, 2024.

The requested action is to approve the Development Agreement and Final Plat for Waterfront Village. This is the last step in Council actions before Centra Homes can begin constructing the required improvements which are needed to apply for building permits to construct the first 26 detached townhomes.

Notification:

Public notification is not required.

Observations/Alternatives:Alternatives to Consider:

1. Approve the Development Agreement and Final Plat as presented.
2. Approve the Development Agreement and Final Plat with modifications that City Council requests.
3. Deny the Development Agreement and Final Plat based on specific findings.

Funding Source:

All costs associated with this request are the Applicant's responsibility.

Recommendation:

Staff recommends approval of the Development Agreement and Final Plat.

Action:

Motion to adopt Resolution #24-146, Approving the Development Agreement and Final Plat for Waterfront Village.

Attachments

Resolution #24-146
Waterfront Development Agreement with Grading
Final Plat

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	06/06/2024 08:31 AM
Form Started By: Todd Larson		Started On: 06/05/2024 10:58 AM
Final Approval Date: 06/06/2024		

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

RESOLUTION #24-146

**RESOLUTION APPROVING FINAL PLAT AND DEVELOPMENT AGREEMENT FOR
“WATERFRONT VILLAGE”**

WHEREAS, Centra North LLC, hereafter referred to as “Developer”, properly applied for Final Plat approval of the property generally located between Bunker Lake Boulevard and Ramsey Parkway NW, west of Zeolite Street NW, and legally described as:

Lots 1 – 3 (inclusive), Block 1, Waterfront Village, Anoka County, Minnesota
Lots 1 – 6 (inclusive), Block 2, Waterfront Village, Anoka County, Minnesota
Lot 1, Block 3, Waterfront Village, Anoka County, Minnesota
Lots 1 – 3 (inclusive), Block 4, Waterfront Village, Anoka County, Minnesota
Lots 1 – 10 (inclusive), Block 5, Waterfront Village, Anoka County, Minnesota
Lots 1 – 4 (inclusive), Block 6, Waterfront Village, Anoka County, Minnesota
Outlots A, B, and C, Waterfront Village, Anoka County, Minnesota

(the ‘Subject Property’); and

WHEREAS, the City Council adopted Resolution #24-041 approving the Preliminary Plat and Site Plan on February 13, 2024; and

WHEREAS, the proposed final plat is consistent with the approved preliminary plat for the first phase of the development; and

WHEREAS, the City Council reviewed the Final Plat and Development Agreement of Waterfront Village, a 26-lot phase of the overall approved preliminary plat, on May 28, 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 Final Plat approval for Waterfront Village, contingent upon the following conditions:
 - a. Conformance with Staff review comments and approval of plans by the City Engineer.
 - b. Execution of Development Agreement.
 - c. Approval as to legal form by City Attorney.
 - d. All conditions set forth in the above-described resolutions must be met.
2. That the Ramsey City Council hereby approves the Development Agreement for Waterfront Village and authorizes the Mayor and City Administrator to sign it.

**CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR WATERFRONT VILLAGE**

This Agreement (hereinafter the “Agreement”) is dated as of this 28th day of May, 2024 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”) and Centra North, LLC, a Limited Liability Company or its wholly controlled affiliate, under the laws of Minnesota (the “**PERMITTEE**”).

Recitals

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

Agreement

- 1. **Recitals.** Recitals incorporated. The recitals stated above are hereby incorporated into this Agreement and are made part of this Agreement by reference.
- 2. **Conditions of Approval.** The **CITY** has approved the Plat subject to satisfaction of the following conditions subsequent:
 - a. **The PERMITTEE’S Execution of this Agreement.** That the **PERMITTEE** enters into this Agreement.
 - b. **Marketable Title.** That prior to recording the Plat, the **PERMITTEE** shall provide the **CITY** with proof of marketable title to the Subject Property either through a currently certified abstract, registered property abstract or title insurance commitment or policy.

- c. Proof of Authority. That the **PERMITTEE** provide proof that the respective governing boards of the **PERMITTEE** have authorized the **PERMITTEE'S** execution of this Agreement. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of each entity which grants such authority.
3. The Plans. The term “Plans” as used in this Agreement means the Final Plat Plans prepared by James R. Hill, Inc., dated March 8th, 2024 and Revised 5/14/2024. The Plans remain subject to: (a) **CITY** Staff’s review and approval of the Plans to, among other things, confirm that the revisions requested in the **CITY** Staff’s review letter have been made; and (b) such further revisions as the **PERMITTEE** may propose and the **CITY** approves. The Plans shall not be attached to this Agreement, but are in the **CITY’S** files.
4. Stage I Improvements. The public improvements the **PERMITTEE** will construct or install are as follows:
 - a. Trunk and lateral sanitary sewer.
 - b. Trunk and lateral water main.
 - c. Storm drainage facilities (when specified).
 - d. Stormwater maintenance through 90 percent buildout.
 - e. Private internal Streets.
 - f. Concrete curb and gutter (urban).
 - g. Street traffic control signals.
 - h. Lot grading.
 - i. Trail development.
 - j. Sidewalks.
 - k. Electricity (within one-fourth mile).
 - l. Telecommunications (within one-fourth mile).
 - m. Natural gas (within one-fourth mile).
 - n. Boulevard sodding.
 - o. Water shut off boxes.

(the “Stage I Improvements”).

The **PERMITTEE** agrees to construct the Stage I Improvements according to the terms and conditions of this Agreement and in accordance with the Plans and the City Code. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of reproducible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage I Improvements and acceptance by the **CITY**. As as-built plans are a required Stage I Improvement item per City Code Section 117-615, the **CITY** will not release in its entirety the required Stage I Improvement Financial Guaranty noted in Section 12 below until such as-built plans are received by the **CITY**. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage I Improvements.

5. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners.
6. Installation of the Stage I Improvements. The **PERMITTEE** shall obtain all necessary permits from all governmental agencies before commencing construction of the Stage I Improvements. The **PERMITTEE** must provide the **CITY** with copies of all necessary

permits from other governmental agencies prior to or when the **PERMITTEE** applies for a building permit to construct improvements on a lot within the Plat. Within thirty (30) days after the completion of the Stage I Improvements, the **PERMITTEE** shall provide the **CITY** with a complete set of reproducible “As Built” plans for the Stage I Improvements.

7. Time of Performance for the Stage I Improvements. The **PERMITTEE** must complete the Stage I Improvements within eighteen months after the recording of the Plat.
8. Ownership of the Stage I Improvements. The **PERMITTEE** owns the Stage I Improvements until the **CITY’S** acceptance of the Stage I Improvements. Title to the Stage I Improvements automatically passes to the **CITY** upon the **CITY’S** written acceptance of the Stage I Improvements. Except to the extent the **CITY** has accepted all or portions of the Stage I Improvements, in writing, prior to the lapse, expiration, or other termination of the **CITY’S** financial guaranty described in Section 12 and except to the extent the **CITY** and the **PERMITTEE** may agree, in writing, to defer the **CITY’S** acceptance of certain specified Stage I Improvements, the **CITY** is deemed to have accepted the Stage I Improvements when the **CITY** releases the financial guaranty described in Section 12 or allows such financial guaranty to lapse, expire or otherwise terminate.
9. Stage I Improvements License. The **PERMITTEE** hereby grants the **CITY** and the **CITY’S** agents, employees, officers, and contractors an irrevocable license to enter the Subject Property to perform all necessary work and/or inspections the **CITY** deems appropriate during the **PERMITTEE’S** installation of the Stage I Improvements. The license shall expire after the **CITY** accepts ownership of Stage I Improvements.
10. Stage II Improvements. The public improvements the **PERMITTEE** must construct or install are as follows:
 - a. Street striping (if required by Plans).
 - b. Street lights per agreement with Connexus Energy
 - c. Street and traffic control signs.
 - (i) **CITY** will provide and install Street Name and Traffic Control signs per the Plans, following payment by **PERMITTEE** pursuant to the established rates and charges in effect and outlined in Exhibit B attached hereto.
 - d. Installation of survey monumentation.

(the “Stage II Improvements”). The **PERMITTEE** must complete the construction of the Stage II Improvements within one (1) year after the date upon which the Plat is recorded.

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

11. Required Private Improvements. The private improvements the **PERMITTEE** will construct or install are as follows:
 - a. Private roadways and parking areas
 - b. Concrete curb and gutter
 - c. Lot grading
 - d. Landscaping

12. Once Items 2a, 2b, 13 – 16 and 18 are provided to the **CITY**, and after a pre-construction meeting, **PERMITTEE** may commence improvements.

13. Financial Guaranty for Stage I Improvements, Stage II Improvements, and Required Private Improvements. The **PERMITTEE** shall provide a financial guaranty to the **CITY** guaranteeing the construction of the Stage I Improvements, Stage II Improvements, and Required Private Improvements, as well as their timely completion. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of **\$1,103,584.00**, which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I Improvements. Upon completion of all or a portion of the Stage I Improvements, acceptance by the **CITY** and supported by appropriate lien waivers, the **PERMITTEE** may request a reduction in the amount of the financial guaranty – only one reduction may be requested and processed per calendar month. Such reduction request shall not be unreasonably delayed or withheld.

The Permittee has expressed a desire to begin site grading as soon as possible. In order to start grading before the plat is recorded, a financial guarantee in the amount of **\$52,405.00** is required. At the time the plat is recorded and prior to other work commencing, the remaining **\$1,051,179.00** must be posted with the **CITY**.

14. Inspection Escrow for the Stage I Improvements, Stage II Improvements, and Required Private Improvements. The **PERMITTEE** shall provide an inspection escrow to the **CITY** to inspect the Stage I Improvements, Stage II Improvements, and Required Private Improvements. The **PERMITTEE** shall be responsible for an inspection escrow in the amount of **\$44,143.00**, which amount is 5% of the City Engineer's estimated cost of the Stage I Improvements, Stage II Improvements, and Required Private Improvements. The inspection escrow must be in the form of cash. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon completion of the Stage I Improvements, Stage II Improvements, and Required Private Improvements, after acceptance by the **CITY**.

The Permittee has expressed a desire to begin site grading as soon as possible. In order to start grading before the plat is recorded, an inspection fee in the amount of **\$7,861.00** is required. At the time the plat is recorded and prior to other work commencing, the remaining **\$36,282.00** must be posted with the **CITY**.

15. Warranty for Stage I and Stage II Improvements. The **PERMITTEE** shall provide a one-year warranty in the amount of **\$225,717.00**, which is 25% of the cost of the Stage I and Stage II Improvements. Said warranty shall be in force for one year following the final acceptance of any required improvements and shall guarantee satisfactory performance of said improvements. The warranty must be in the form of a Letter of Credit, approved as to form by the **CITY**, or a cash escrow.

16. Maintenance Guarantee for Landscaping. It is herein agreed that the **PERMITTEE** shall provide the **CITY** a landscape maintenance guaranty to ensure the survival of the plantings. Said landscape maintenance guaranty shall consist of cash or a Letter of Credit, approved as to form by the **CITY**, in the amount of **\$ 18,810.00**. [# plantings (74 trees) x cost/planting (\$300/tree x 30% average non-survival rate, (540 shrubs) x cost/planting \$75/shrub x 30% average non-survival rate], which shall be in effect for a two-year period commencing on the original installation date which will be determined by an annual inspection walk through scheduled by **PERMITTEE** with **CITY**.

At the end of each two-year period, the **PERMITTEE** shall request a final inspection by the **CITY** to determine that all plantings that have been planted in accordance with the Plans have either survived or have been replaced. Upon approval of this inspection, the landscape maintenance guaranty, or portion thereof, shall be returned to the **PERMITTEE**. In the event the **PERMITTEE** fails to maintain the required plantings for a two-year period, the City Council may order the replacement of plantings with **CITY** day labor and/or by letting contracts and draw upon the landscape maintenance guaranty for payment. Only the City Council shall have the authority to direct replacement of the plantings and draw upon the landscape maintenance guaranty. The **PERMITTEE** hereby grants permission and a license to the **CITY** and/or its contractors and assigns to enter upon the Subject Property for the purpose of replacing plantings in the event of the **PERMITTEE**'s default.

17. Street Cleaning and Clean Up. After the street surfacing that is a part of the Stage I Improvements is installed, the **PERMITTEE** shall clear any soil, earth, or debris from the streets. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the Stage I Improvements. It shall be the **PERMITTEE**'S responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.
18. Payment of Development Fees. The **PERMITTEE** must pay to the **CITY** the fees described on Exhibit B which may include, but are not limited to, Park Land Dedication Fees, Trail Development Fees, Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees, Sanitary Sewer Lateral Fees, Water Lateral Fees, Storm Management Fees, Street Signage Fees, and Street Light Operation and Maintenance Fees.
19. Requirements for Building and Occupancy Permits.
 - a. No building permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the **CITY** Building Official with a Certificate of Survey; c.) the financial guaranty described in Section 12 to the **CITY**; d.) obtained all necessary permits from the Lower Rum River Watershed Management Organization and has provided a copy of such permit to the **CITY**; and
 - b. No occupancy permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water facilities this Agreement requires to serve the lot and such utilities and storm water facilities are in place, operational and accepted by the **CITY**; (c) for lots that have a slope of less than 2%, provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on the lot is 1% or greater; and (d) installed and planted the sod and landscaping that are required as a part of the Stage I Improvements, weather permitting.
 - c. Model Homes Permits. Model Homes shall be located on Lots 9 and 10 Block 5 and Lots 5 and 6, Block 2; Building permits for the Model Homes

shall not be issued until after the Sanitary Sewer Services are available to each lot, blacktop has been installed on adjacent street within 300 feet from the edge of the particular lot (Zeolite St NW and Ramsey Parkway are currently under construction and the current schedule has blacktop being installed in 2024) and are subject to standard building permit review by the **CITY's** Building Inspections Division. If blacktop is not installed on Zeolite St NW and Ramsey Parkway by the time that **PERMITTEE** is looking to receive Model Home Permit, the **CITY** and **PERMITTEE** shall work together in good faith to resolve the unresolved conditions. The following conditions shall apply:

- i. No Parking loading, unloading or staging of any vehicles, equipment or materials is allowed on future Zeolite Street NW or Ramsey Parkway.
- ii. If there are any conflicts between the activities of the homebuilder and the street/utility contractor, the street/utility contractor shall be given priority.
- iii. The **CITY's** building inspectors shall have access to each home for normal scheduled inspections. If access is not provided, **PERMITTEE** shall forfeit the inspection and pay the normal reinspection fee.
- iv. Model Homes will not be open to the public until water and sanitary sewer are operational to each model home.

20. **PERMITTEE Defaults.** If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE'S** obligations under this Agreement, i) the **CITY** gives the **PERMITTEE** thirty (30) days written notice of the default and ii) the **PERMITTEE** fails to cure the default within said thirty (30), then the **CITY** may pursue any and all remedies available at law or in equity including, but not limited to, the following:

- a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **PERMITTEE'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **PERMITTEE'S** default creates an immediate risk to public health or safety, the **CITY** may perform or engage one or more third parties to perform the work before the **CITY** provides the notice described in the initial paragraph of this Section, but the **CITY** must use commercially reasonable efforts to notify the **PERMITTEE** as promptly as possible that the **CITY** is undertaking to perform the **PERMITTEE'S** obligation or obligations. If the **CITY** performs one or more obligations of the **PERMITTEE**, the **PERMITTEE** must reimburse the **CITY** for any costs or expenses the **CITY** incurs, including costs and expenses for **CITY** staff time, to perform the work within 30 days after the **CITY** notifies the **PERMITTEE**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **PERMITTEE** does not reimburse the **CITY** within said 30 day period, the **CITY** may pursue any remedies available to the **CITY** either at law or in equity or, in the alternative, the **CITY** may draw on the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to this Agreement to reimburse itself for the expenses the **CITY** incurs to perform the work. This Agreement is a license for the **CITY** to act, and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the **PERMITTEE** Property. As an alternative to seeking recovery from the **PERMITTEE** or the financial

guaranty, the **CITY** may levy special assessments against the **PERMITTEE** Property in accordance with Minnesota Statutes Section 429, and the **PERMITTEE**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **PERMITTEE** may have to such special assessments.

- b. The **CITY** may commence an action in Anoka County District Court to pursue any remedy available to the **CITY** at law or in equity including, but not limited to, injunctive relief.
- c. The **CITY** may refuse to grant building permits for improvements to be constructed on any lots within the Plat until the **PERMITTEE** has cured all of its defaults.
- d. The **CITY** may draw upon all or any portion of the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to Section 12 and (i) use all or any portion of the proceeds from the financial guaranty to reimburse the **CITY** pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the **CITY** obtains against the **PERMITTEE** pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the **CITY** pursuant to Section 20 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this Section 19 (d).

21. Miscellaneous.

- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- b. Written Amendments Only. The action or inaction of the **CITY** or the **PERMITTEE** shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the **CITY** Council. The **CITY'S** or the **PERMITTEE'S** failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- c. Compliance with Laws and Regulations. The **PERMITTEE** represents to the **CITY** that the Plat complies with all **CITY**, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Plat does not comply, the **CITY** may, at its option, refuse to allow any construction or development work in the Plat until the **PERMITTEE** does comply. Upon the **CITY'S** demand **PERMITTEE** shall cease work until there is compliance.

- d. Mailbox Locations. If the **PERMITTEE** desires to construct mailboxes within the public right of way, the **PERMITTEE** agrees that the placement of mailboxes along public streets is subject to the approval by the **CITY**. Utility locates will be necessary.

- e. Boulevard and Wetland Restoration. The **PERMITTEE** shall be responsible for the cost of establishing seed in all boulevards within thirty (30) days of the completion of the street improvements, and restoring all other areas disturbed by the development grading operation in accordance with the approved Grading and Erosion Control plan. The **PERMITTEE** shall be responsible for the cost of cleaning any soil, earth, or debris from the wetlands within and adjacent to this Plat resulting from grading performed in the development of the Plat.

- f. Construction, Hours and Entrance Signs. The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 10:00 p.m. The **PERMITTEE** is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.

- g. Construction Site Maintenance. The **PERMITTEE** shall adhere to all of the **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. The **CITY** reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.

- h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Stage I, Stage II, and Required Private Improvements, unless qualified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.

- i. Plat Approval Expenses. The **PERMITTEE** agrees that it will pay to **CITY** all **CITY** expenses incurred in the approval of the Plat, including, but not limited to, administration expenses, engineering and legal fees. Said expenses incurred after recording of the Final Plat shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY'S** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this Agreement for payment.

- j. Reimbursement to the CITY. The **PERMITTEE** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.

- k. Certificate of Occupancy. The term “Certificate of Occupancy” as used in this Agreement shall be defined as a document issued by the CITY’S Building Official, which authorizes the structure to be used for its intended purposes.
- l. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

TO PERMITTEE:

Centra North, LLC, Attn: Dale Wills
11460 Robinson Dr NW
Minneapolis, MN 55433

TO THE CITY:

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

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

THE PERMITTEE:

Centra North, LLC

By: _____,

Dale R. Wills

Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Dale R. Wills, President of Centra North, LLC, a Minnesota limited liability company, under the laws of the State of Minnesota on behalf of the corporation.

Notary Public

THE CITY:

CITY OF RAMSEY

By: _____
Mark E. Kuzma

Its: Mayor

By: _____
Brian Hagen

Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this _____ day of _____ 2024, by Mark E. Kuzma and Brian Hagen, the Mayor and the City Administrator of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.

Notary Public

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

This document reviewed by:
North Star Law Group
413 Wacouta Street, Suite 550
St. Paul, MN 55101

EXHIBIT A

Legal Description of the Subject Property

Lots 1 – 3 (inclusive), Block 1, Waterfront Village, Anoka County, Minnesota
Lots 1 – 6 (inclusive), Block 2, Waterfront Village, Anoka County, Minnesota
Lot 1, Block 3, Waterfront Village, Anoka County, Minnesota
Lots 1 – 3 (inclusive), Block 4, Waterfront Village, Anoka County, Minnesota
Lots 1 – 10 (inclusive), Block 5, Waterfront Village, Anoka County, Minnesota
Lots 1 – 4 (inclusive), Block 6, Waterfront Village, Anoka County, Minnesota
Outlots A, B, and C, Waterfront Village, Anoka County, Minnesota

EXHIBIT B

Fees Payable to the City

1. Park Dedication. The **PERMITTEE** is responsible for satisfying applicable Park Dedication Fee requirements. **PERMITTEE** must pay a Park Dedication Fee of **\$121,500.00** (27 units x **\$4,500.00** per unit). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
2. Trail Development Fees. The **PERMITTEE** is responsible for satisfying applicable Trail Development Fee requirements. **PERMITTEE** must pay a Trail Development Fee of **\$40,500.00** (27 units x **\$1,500.00** per unit). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
3. Sanitary Sewer Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Trunk Fee requirements. **PERMITTEE** must pay a Sanitary Sewer Trunk Fee of **\$36,423.00** (27 units x \$1,349.00). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
4. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Water Trunk Fee requirements. **PERMITTEE** must pay a Water Trunk Fee of **\$54,243.00** (27 units x \$2,009.00 per unit). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
5. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying applicable Stormwater Trunk Fee requirements. **PERMITTEE** must pay a Stormwater Management Fee of **\$14,418.00** (27 units x \$534.00 per unit). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
6. COR Stormwater Basin Contribution. The **PERMITTEE** is responsible for paying **\$27,677.50** to contribute to the costs of the regional stormwater basin in lieu of providing on-site stormwater basins. This amount covers the current phase and future phases within Outlot C.
7. Street Sign Fee. While the **CITY** provides and installs the street name and traffic control signage, the **PERMITTEE** is responsible for paying for them at a rate of \$ 265.00 per sign. **PERMITTEE** must pay a Street Sign Fee of **\$ 2,385.00** (4 x 265 street name signs; 1 x \$ 265.00 no parking signs; 4 x \$ 265.00 stop signs).
8. Development Fees for the Outlots. The **PERMITTEE** acknowledges that development fees are not being collected for any Outlots. The **PERMITTEE** acknowledges that development fees will be due upon development of any of the Outlots. The rate in effect at the time said future plat(s) is recorded will be collected.
9. Contribution to Ramsey Parkway Construction. The **PERMITTEE** will contribute **\$256,600.00** towards the construction costs of Ramsey Parkway per the signed purchase agreement.

WATERFRONT VILLAGE

CITY OF RAMSEY
COUNTY OF ANOKA
SEC. 28, T. 32, R. 25

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Ramsey, a Minnesota municipal corporation, owner of the following described property:

Outlot A, RAMSEY PROPERTIES ADDITION, Anoka County, Minnesota

Has caused the same to be surveyed and platted as WATERFRONT VILLAGE and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created on this plat.

In witness whereof said City of Ramsey, a Minnesota municipal corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20 _____.

City of Ramsey

By: _____ its Mayor
Mark E. Kuzma

By: _____ its City Administrator
Brian Hagen

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ day of _____, 20 _____
by Mark E. Kuzma, the Mayor of City of Ramsey, a Minnesota municipal corporation, on behalf of the company.

(Signature)

(Print Name)

County, _____
My commission expires _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ day of _____, 20 _____
by Brian Hagen, the City Administrator of City of Ramsey, a Minnesota municipal corporation, on behalf of the company.

(Signature)

(Print Name)

County, _____
My commission expires _____

I, Marcus F. Hampton do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20 _____

Marcus F. Hampton, Licensed Land Surveyor, Minnesota License No. 47481

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20 _____
by Marcus F. Hampton.

(Signature)

(Print Name)

County, _____
My commission expires _____

CITY COUNCIL, CITY OF RAMSEY, MINNESOTA

This plat of WATERFRONT VILLAGE was approved and accepted by the City Council of the City of Ramsey, Minnesota at a regular meeting thereof held this _____ day of _____, 20 _____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____ Mayor
_____ Clerk

ANOKA COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20 _____.

David M. Ziegler, Anoka County Surveyor

ANOKA COUNTY AUDITOR/TREASURER

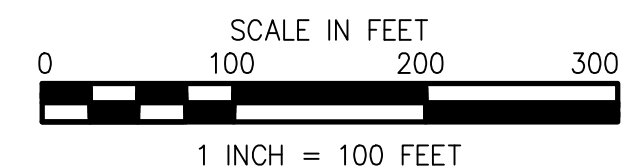
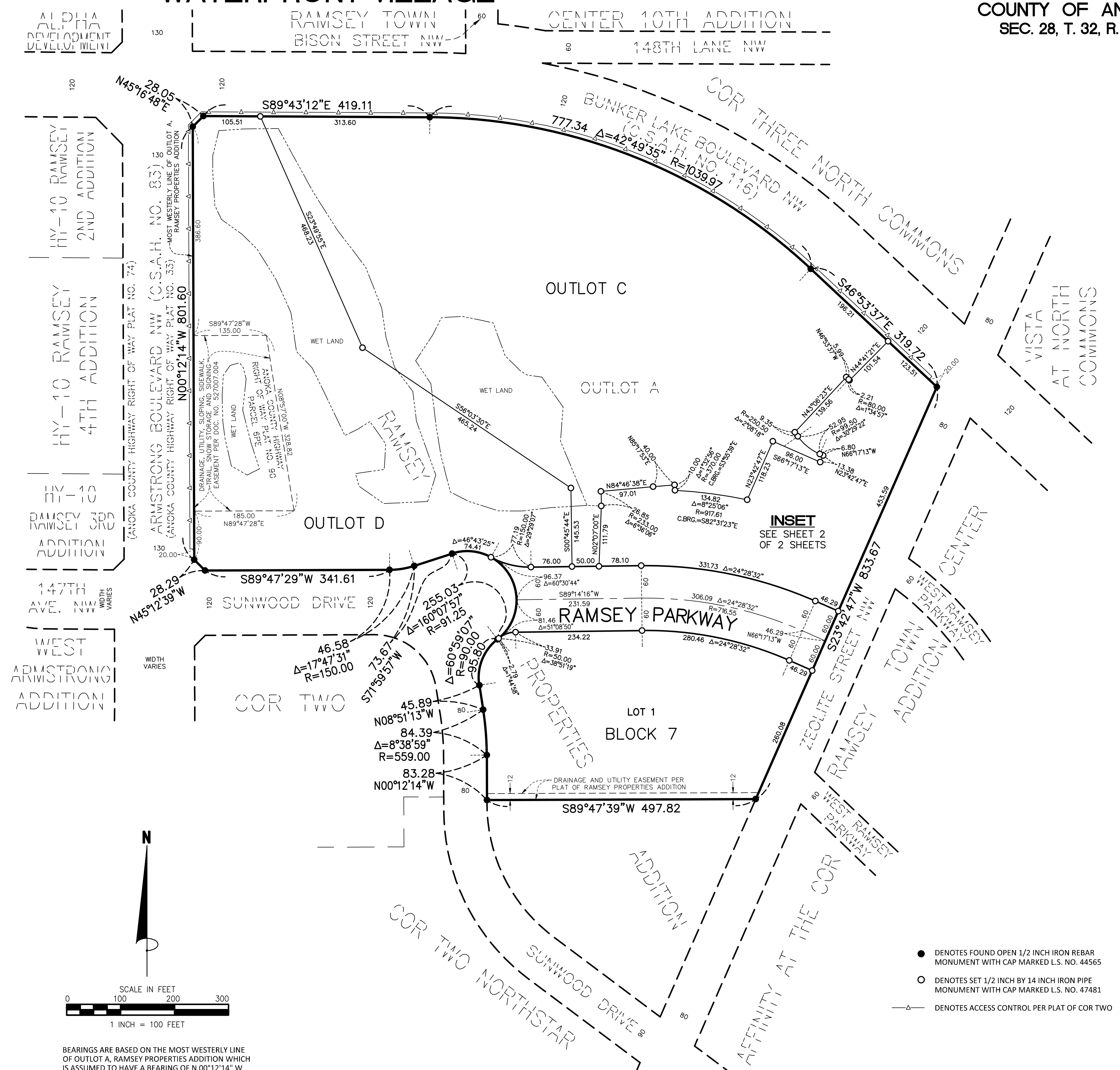
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20 _____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20 _____.

By: _____ Property Tax Administrator
By: _____ Deputy

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

I hereby certify that this plat of WATERFRONT VILLAGE was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____, 20 _____, at _____ o'clock _____ M. and was duly recorded as Document Number _____.

By: _____ County Recorder/Registrar of Titles
By: _____ Deputy



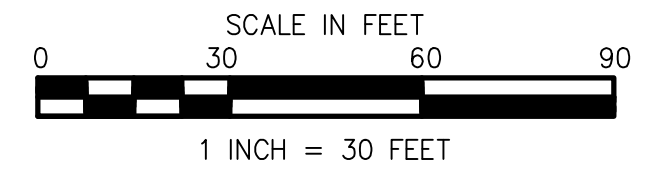
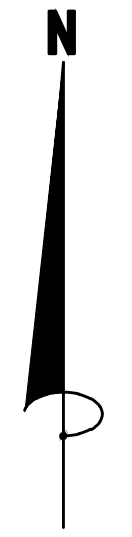
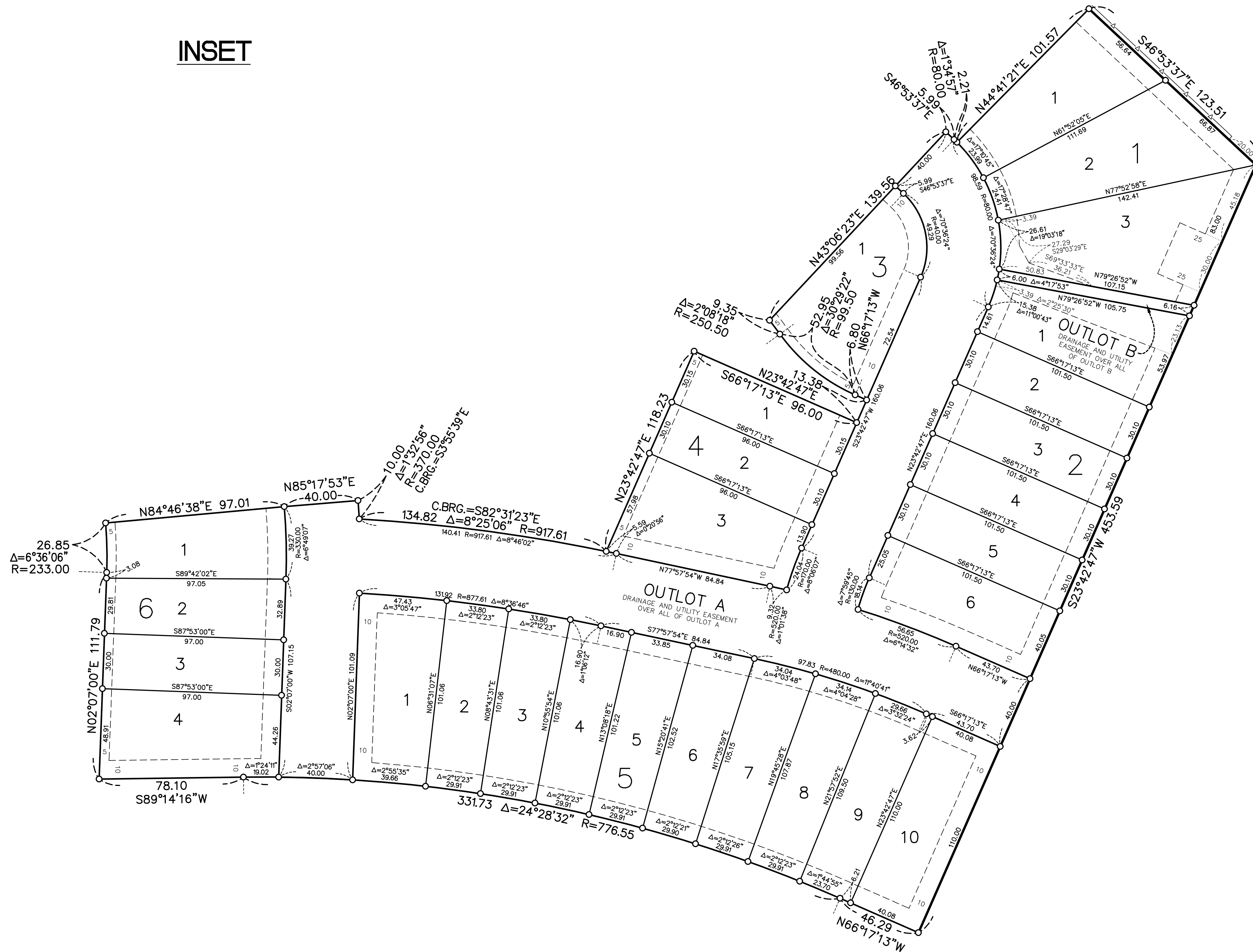
BEARINGS ARE BASED ON THE MOST WESTERLY LINE OF OUTLOT A, RAMSEY PROPERTIES ADDITION WHICH IS ASSUMED TO HAVE A BEARING OF N 00°12'14" W

- DENOTES FOUND OPEN 1/2 INCH IRON REBAR MONUMENT WITH CAP MARKED L.S. NO. 44565
- DENOTES SET 1/2 INCH BY 14 INCH IRON PIPE MONUMENT WITH CAP MARKED L.S. NO. 47481
- △— DENOTES ACCESS CONTROL PER PLAT OF COR TWO

WATERFRONT VILLAGE

CITY OF RAMSEY
COUNTY OF ANOKA
SEC. 28, T. 32, R. 25

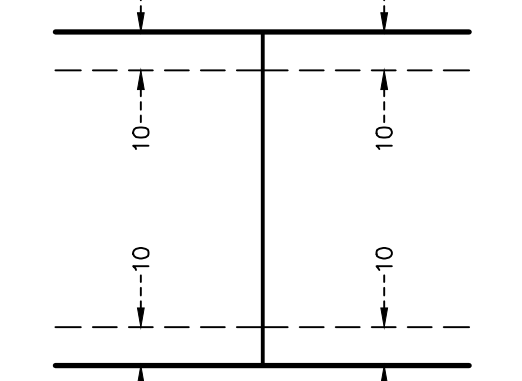
INSET



BEARINGS ARE BASED ON THE MOST WESTERLY LINE OF OUTLOT A, RAMSEY PROPERTIES ADDITION WHICH IS ASSUMED TO HAVE A BEARING OF N 00°12'14\" W

- DENOTES FOUND OPEN 1/2 INCH IRON REBAR MONUMENT WITH CAP MARKED L.S. NO. 44565
- DENOTES SET 1/2 INCH BY 14 INCH IRON PIPE MONUMENT WITH CAP MARKED L.S. NO. 47481
- △— DENOTES ACCESS CONTROL PER PLAT OF COR TWO

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



DRAINAGE AND UTILITY EASEMENTS BEING 10 FEET IN WIDTH, UNLESS OTHERWISE INDICATED, ADJOINING FRONT AND REAR LOT LINES, AS SHOWN ON THIS PLAT.

CC Regular Session**Meeting Date:** 06/11/2024**Primary Strategic Plan Initiative:** {@!@ud_pd8@!@}**Information****Title:**

Adopt Resolution #24-147 Approving Right of Re-Entry Agreement, Subordination Agreement and Sale of a Portion of Outlot A, Ramsey Properties Addition; Centra Homes

Purpose/Background:

The purpose of this case is to consider approval of a revised Right of Re-Entry Agreement inserting the legal description for the newly platted Waterfront Village, a Subordination Agreement subordinating the right to re-enter and take the property back and to update the sales resolution with the updated lot count of 108 and adjusted purchase price. Staff considers the request to amend the Sales Resolution and Right of Re-Entry Agreement a clerical change based on updated information.

Subordination of the Right of Re-Entry Agreement

The request to subordinate the remedy of re-entering the land in the Right of Re-Entry Agreement to the Mortgage by Bridgewaterbank is a significant change (not a clerical change) to the structure of the deal negotiated with Centra Homes. The current lending environment is substantially different (higher rates/risk) than when Centra and Bridgewater Bank agreed to all terms of the Right of Re-Entry Agreement for Cottages at the COR in 2018. Staff has evaluated the request by Bridgewater Bank /Centra Homes and believes that there is not a lot of risk being incurred by the City and that the financial compensation helps mitigate those potential risks. It should be noted that this request was brought forward by the Bank and the bank is not willing to finance the project unless the subordination agreement is approved. The City will be collecting at closing all Development Fees outlined in the Development Agreement for Phase 1 totaling (449K), the standard Letter of Credit, Inspections Fees and Sureties, the \$256,600 contribution for the construction of West Ramsey Parkway adjacent to site, and the purchase price of \$671,112. The remedy the City has to institute a 20,000 penalty for each lot that does not develop on the schedule outlined in the Right of Re-Entry Agreement remains in place and is NOT subordinated. This remedy would result in the City receiving up to an additional \$800,000 (40 lots X \$20,000) through the special assessment process if the development isn't on schedule. Staff anticipates a closing date in late June/Early July of 2024. The Developer is expected to commence site improvement grading with internal roadways and utilities to follow afterward. The City is currently working on road construction and utilities for Zeolite Street NW and West Ramsey Parkway NW during the 2024 construction season. Both projects will be coordinated to ensure minimal impact for each party.

Staff believes this is a solid project that will eventually result in an increase of tax base of 34M and annual property taxes of 342K upon completion of the 108 unit development. Phase 1, which is 27 units will result in an annual tax base increase of 8.5M resulting in 86K in new taxes annually. Staff is amenable to the concession highlighted in the subordination agreement presented for approval based on the minimal level of risk to not perform and the amount of development fees, LOC and purchase price that will be collected at closing.

Notification:

N/A

Time Frame/Observations/Alternatives:

A revised Right of Re-Entry Agreement inserting the new legal description and dates of the Purchase Agreement and First Amendment to Purchase Agreement are the only changes to this document. Updating the Sales Resolution from 103 units to 108 units results in a new purchase price of \$671,112 which is an increase of \$31,070. Centra will still be responsible for a payment of \$256,600 for its portion of construction of the segment of West Ramsey Parkway on the southern boundary of the development at closing. The Subordination Agreement will simply remove the ability to have the City to re-enter and take back the land but will retain the ability to impose up to an \$800,000 penalty (\$20,000 for each Certificate of Occupancy not issued per the schedule of the Right of Re-Entry Agreement).

Alternatives:

- 1) Motion to adopt Resolution #24-147 Approving Right of Re-Entry Agreement, Subordination Agreement and the Sale of Portion of Outlot A, Ramsey Properties Addition; Centra Homes LLC - (as presented); subject to City Attorney Review
- 2) Motion to adopt Resolution #24-147 Approving Right of Re-Entry Agreement, Subordination Agreement and the Sale of Portion of Outlot A, Ramsey Properties Addition; Centra Homes LLC - (with changes); subject to City Attorney Review
- 3) Something else

Funding Source:

N/A

Recommendation:

Motion to adopt Resolution #24-147 Approving Right of Re-Entry Agreement, Subordination Agreement and the Sale of Portion of Outlot A, Ramsey Properties Addition; Centra Homes LLC - (as presented); subject to City Attorney Review.

Outcome/Action:

Motion to adopt Resolution #24-147 Approving Right of Re-Entry Agreement, Subordination Agreement and the Sale of Portion of Outlot A, Ramsey Properties Addition; Centra Homes LLC - (as presented); subject to City Attorney Review.

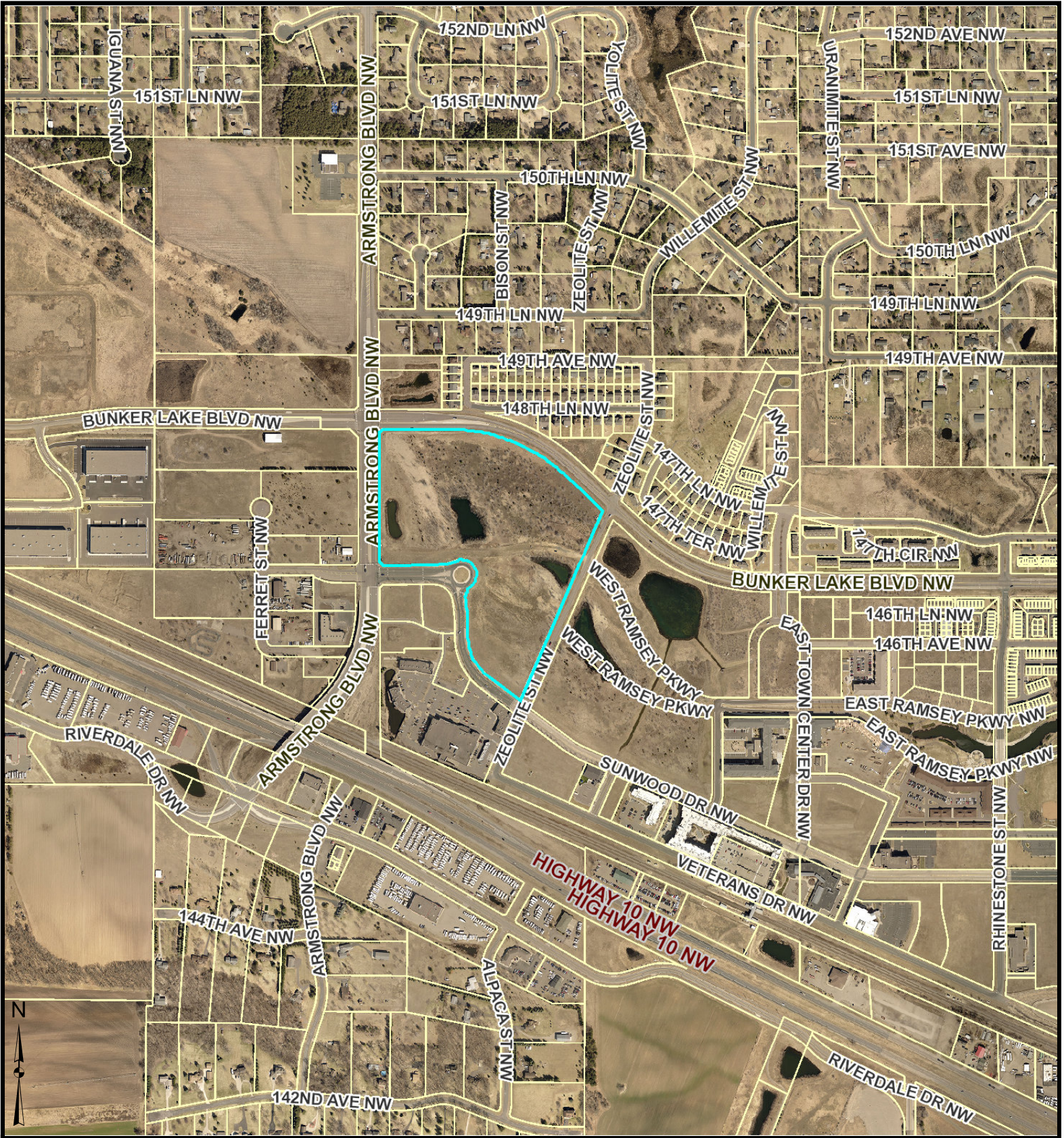
Attachments

- Site Location Map
- ACTION - Resolution #24-147
- ACTION - Right of Re-Entry - Revised
- ACTION - Subordination Agreement
- Reference - 1st Amendment to PA (Executed)
- Reference - Original Purchase Agreement - Centra Homes (Executed)

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	06/06/2024 11:41 AM
Form Started By: Sean Sullivan		Started On: 05/31/2024 04:01 PM
Final Approval Date: 06/06/2024		

Parcel 46 - Site Location Map



Parcel Information: Approx. Acres: 30.76
 28-32-25-22-0058 Commissioner: MATT LOOK

RAMSEY
 MN 55303
 Plat: COR TWO

Owner Information:



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

RESOLUTION #24-147

RESOLUTION APPROVING RIGHT OF RE-ENTRY AGREEMENT, SUBORDINATION AGREEMENT AND SALE OF PORTION OF OUTLOT A, RAMSEY PROPERTIES ADDITION: CENTRA HOMES LLC

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

WHEREAS, on August 8, 2023 the City Council adopted Resolution #23-173 approving a Purchase Agreement for the sale of the parcel legally described on **Exhibit A** (“the Property”), with Centra Homes LLC, a Minnesota Limited Liability Company (the “Buyer”); and

WHEREAS, on September 12, 2023 the City Council adopted Resolution #23-206 approving a First Amendment to Purchase Agreement for the sale of the parcel legally described on **Exhibit A** (“the Property”), with Centra Homes LLC, a Minnesota Limited Liability Company (the “Buyer”); and

WHEREAS, the Buyer and Seller have agreed upon a price of \$6,214.00 per approved units; and

WHEREAS, the unit count for the Waterfront Village Preliminary Plat has increased from 103 units to 108 units resulting in a new purchase price of \$671,112; and

WHEREAS, a Right of Re-Entry Agreement in the form attached hereto as Exhibit B will be filed as part of the land closing transaction for the Property; and

WHEREAS, a Subordination Agreement with Bridgewater Bank releasing the City’s right to re-enter and take possession of the Property but retains the ability to impose up to a \$800,000 penalty for lots that do not obtain certificates of Occupancy within the agreed upon time frame will be filed at the land closing; and

WHEREAS, the Buyer has agreed to contribute \$256,600 to the City of Ramsey for its share of the cost associated with the construction of West Ramsey Parkway adjacent to the Property; and

WHEREAS, Centra Homes LLC is in Good Standing with the Secretary of State of Minnesota as of June 5, 2024.

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

- 1) That the City hereby declares the Property to be surplus City-owned land, and authorizes the property to be sold documented in Sales Ordinance 15-05.
- 2) That the City hereby authorizes the sale of the Property to Centra Homes LLC, a Minnesota limited liability company for \$671,112.00 (\$6,214.00 per approved unit) on +/- 16.3 acres (710,028 square feet) subject to Preliminary and Final Plat for the Property referenced in the Purchase Agreement and First Amendment to Purchase Agreement development of 108 detached townhome units in Waterfront Village.
- 3) That the City Council approves the form of Subordination Agreement and Right of Re-Entry Agreement and authorizes the Mayor and City Administrator to execute said documents.
- 4) That the City hereby authorizes the City Administrator and Mayor to sign any and all documents necessary to close on the sale of the Property, consistent with Charter and State law requirements; subject to City Attorney review.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of June, 2024.

Mayor

ATTEST:

City Clerk

**EXHIBIT A
DEVELOPMENT PROPERTY**

Legal Description

Part of Outlot A, Ramsey Properties Addition, to be platted as:

Outlots A, B and C;

Lots 1, 2 and 3, Block 1;

Lots 1, 2, 3, 4, 5 and 6, Block 2;

Lot 1, Block 3;

Lots 1, 2, and 3, Block 4;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 5;

Lots 1, 2, 3 and 4, Block 6;

All in, Waterfront Village, Anoka County, Minnesota

The ("Property")

PID Number: Portion of 28-32-25-22-0076

Land area is approximately 16.3 acres (710,028 SF)

EXHIBIT B

[Reserved for Recording Data]

RIGHT OF RE-ENTRY AGREEMENT

This Right of Re-entry Agreement is entered into on _____, 2024, by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Centra Homes LLC**, a Minnesota Limited Liability Company (“Buyer”).

Recitals

A. On _____, 2024, Seller conveyed title of the following Property to Buyer:

Outlots A, B and C;

Lots 1, 2 and 3, Block 1;

Lots 1, 2, 3, 4, 5 and 6, Block 2;

Lot 1, Block 3;

Lots 1, 2, and 3, Block 4;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 5;

Lots 1, 2, 3 and 4, Block 6;

All in, Waterfront Village, Anoka County, Minnesota

The (“Property”)

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

C. As indicated in the Purchase Agreement between the City of Ramsey and Centra Homes LLC, dated **August 17, 2023**, and the First Amendment to Purchase Agreement dated **September 18, 2023**, Section 28, it is the intent of the parties to create and set forth a right to impose a penalty or a right of re-entry in favor of Seller in the event Buyer fails to satisfy the Conditions.

Agreement

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

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

a. Buyer must obtain certificates of occupancy for the construction of forty (40) single family townhomes pursuant to the following schedule:

Construction Deadline Schedule:

Eight (8) certificates of occupancy within sixteen (16) months after Closing;

A total of sixteen (16) certificates of occupancy within twenty-eight (28) months after Closing;

A total of twenty-four (24) certificates of occupancy within forty (40) months after Closing;

A total of thirty-two (32) certificates of occupancy within fifty-two (52) months of Closing;

A total of forty (40) certificates of occupancy within sixty-four (64) months of Closing.

Once a certificate of occupancy is issued for a lot comprising part of the Property, the Right of Re-Entry shall automatically be released by the Seller as to such lot. Each total certificate requirement outlined above shall include all certificates of occupancy received during the current deadline period and all prior deadline periods. For instance, if sixteen (16) certificates of occupancy are received within sixteen (16) months after Closing, Buyer shall have no requirement to obtain any additional certificates of occupancy within twenty-eight (28) months after Closing.

3. Seller may impose a separate penalty of \$20,000.00 against the Property if the certificate of occupancy is not obtained, for each of the 40 single family homes, pursuant to the deadline set forth above. The penalty is due upon written notice to Buyer from Seller of the failure to satisfy a contingency. In the event the penalty is not paid within 30 days of receipt of the notice, Seller may, but is not required to, certify the penalty to Anoka County as an assessment against the Property. Buyer waives any and all rights under Minnesota Statutes, chapter 429, and any other applicable law, including any right to notice of hearing and hearing, the right to object, and the right to appeal the assessment. Buyer further waives any requirements of the City Charter that may apply to said assessment.

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

The Seller agrees to waive the right to re-enter and take physical possession of the Property upon satisfactory completion and inspection by the Seller of the Stage I Improvements as follows:

- Trunk and lateral sanitary sewer.
- Trunk and lateral water main.
- Storm drainage facilities (when specified).
- Stormwater maintenance through 90 percent buildout.
- Streets (excluding the final bituminous lift)
- Concrete curb and gutter (urban).
- Street traffic control signals.
- Lot grading.
- Trail development.
- Sidewalks.
- Electricity (within one-fourth mile).
- Phone (within one-fourth mile).
- Natural gas (within one-fourth mile).
- Boulevard sodding.
- Water shut off boxes.
- Landscaping

(the "Stage I Improvements").

5. Upon satisfaction of the terms set forth in Section 4 above, the right of re-entry only set forth in Section 4 herein shall be released in a recordable writing executed by the Seller's Mayor and City Administrator.
6. This document constitutes the entire Right of Re-entry Agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

CITY OF RAMSEY

By: _____
Mark E. Kuzma, Mayor

By: _____
Brian Hagen, City Administrator

This instrument was acknowledged before me on _____, 2024,
by Mark E. Kuzma as Mayor and Brian Hagen as City Administrator, of the City of
Ramsey, a Minnesota Municipal Corporation on behalf of the Minnesota municipal
corporation.

Notary Public

BUYER: Centra Homes LLC

By: _____
David Pattberg, Vice President of Land

This instrument was acknowledged before me on _____, 2024,
by David Pattberg the Vice President of Land of Centra Homes LLC, a Minnesota Limited
Liability Company on behalf of the Minnesota limited liability company.

Notary Public

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

[Reserved for Recording Data]

RIGHT OF RE-ENTRY AGREEMENT

This Right of Re-entry Agreement is entered into on _____, 2024, by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Centra Homes LLC**, a Minnesota Limited Liability Company (“Buyer”).

Recitals

A. On _____, 2024, Seller conveyed title of the following Property to Buyer:

Outlots A, B and C;

Lots 1, 2 and 3, Block 1;

Lots 1, 2, 3, 4, 5 and 6, Block 2;

Lot 1, Block 3;

Lots 1, 2, and 3, Block 4;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 5;

Lots 1, 2, 3 and 4, Block 6;

All in, Waterfront Village, Anoka County, Minnesota

The (“Property”)

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

- C. As indicated in the Purchase Agreement between the City of Ramsey and Centra Homes LLC, dated **August 17, 2023**, and the First Amendment to Purchase Agreement dated **September 18, 2023**, Section 28, it is the intent of the parties to create and set forth a right to impose a penalty or a right of re-entry in favor of Seller in the event Buyer fails to satisfy the Conditions.

Agreement

1. The recitals are incorporated herein as if fully set forth.
2. Seller shall have the right, but not the obligation, to either impose a penalty against the Property pursuant to Paragraph 3, or to re-enter and take possession of the Property pursuant to Paragraph 4, in the event that any of the following Conditions are not satisfied by Buyer, excepting therefrom any delays caused by conditions outside of the reasonable control of Buyer:

- a. Buyer must obtain certificates of occupancy for the construction of forty (40) single family townhomes pursuant to the following schedule:

Construction Deadline Schedule:

Eight (8) certificates of occupancy within sixteen (16) months after Closing;

A total of sixteen (16) certificates of occupancy within twenty-eight (28) months after Closing;

A total of twenty-four (24) certificates of occupancy within forty (40) months after Closing;

A total of thirty-two (32) certificates of occupancy within fifty-two (52) months of Closing;

A total of forty (40) certificates of occupancy within sixty-four (64) months of Closing.

Once a certificate of occupancy is issued for a lot comprising part of the Property, the Right of Re-Entry shall automatically be released by the Seller as to such lot. Each total certificate requirement outlined above shall include all certificates of occupancy received during the current deadline period and all prior deadline periods. For instance, if sixteen (16) certificates of occupancy are received within sixteen (16) months after Closing, Buyer shall have no requirement to obtain any additional certificates of occupancy within twenty-eight (28) months after Closing.

3. Seller may impose a separate penalty of \$20,000.00 against the Property if the certificate of occupancy is not obtained, for each of the 40 single family homes, pursuant to the deadline set forth above. The penalty is due upon written notice to Buyer from Seller of the failure to satisfy a contingency. In the event the penalty is not paid within 30 days of receipt of the notice, Seller may, but is not required to, certify the penalty to Anoka County as an assessment against the Property. Buyer waives any and all rights under Minnesota Statutes, chapter 429, and any

other applicable law, including any right to notice of hearing and hearing, the right to object, and the right to appeal the assessment. Buyer further waives any requirements of the City Charter that may apply to said assessment.

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

The Seller agrees to waive the right to re-enter and take physical possession of the Property upon satisfactory completion and inspection by the Seller of the Stage I Improvements as follows:

- a. Trunk and lateral sanitary sewer.
- b. Trunk and lateral water main.
- c. Storm drainage facilities (when specified).
- d. Stormwater maintenance through 90 percent buildout.
- e. Streets (excluding the final bituminous lift)
- f. Concrete curb and gutter (urban).
- g. Street traffic control signals.
- h. Lot grading.
- i. Trail development.
- j. Sidewalks.
- k. Electricity (within one-fourth mile).
- l. Phone (within one-fourth mile).
- m. Natural gas (within one-fourth mile).
- n. Boulevard sodding.
- o. Water shut off boxes.
- p. Landscaping

(the "Stage I Improvements").

5. Upon satisfaction of the terms set forth in Section 4 above, the right of re-entry only set forth in Section 4 herein shall be released in a recordable writing executed by the Seller's Mayor and City Administrator.
6. This document constitutes the entire Right of Re-entry Agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

CITY OF RAMSEY

By: _____
Mark E. Kuzma, Mayor

By: _____
Brian Hagen, City Administrator

This instrument was acknowledged before me on _____, 2024,
by Mark E. Kuzma as Mayor and Brian Hagen as City Administrator, of the City of
Ramsey, a Minnesota Municipal Corporation on behalf of the Minnesota municipal
corporation.

Notary Public

BUYER: Centra Homes LLC

By: _____
David Pattberg, Vice President of Land

This instrument was acknowledged before me on _____, 2024,
by David Pattberg the Vice President of Land of Centra Homes LLC, a Minnesota Limited
Liability Company on behalf of the Minnesota limited liability company.

Notary Public

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

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this “Agreement”), is made and entered into as of the ____ day of June, 2024, by the CITY OF RAMSEY, a Minnesota municipal corporation (the “City”), in favor of BRIDGEWATER BANK, a Minnesota banking corporation (the “Lender”).

W I T N E S S E T H:

WHEREAS, Centra North, LLC, a Minnesota limited liability company (the “Company”) has acquired certain real property located in Ramsey, Minnesota, and legally described on **Exhibit A** attached hereto and hereby made a part hereof (the “Property”), pursuant to that certain Purchase Agreement dated as of August 17, 2023 by and between the City and the Company (as the same may have been amended, restated, or modified from time to time, the “Purchase Agreement”); and

WHEREAS, pursuant to the terms of the Purchase Agreement, concurrent with the acquisition of the Property, the Company and the City entered into that certain Right of Re-Entry Agreement dated as of [___], 2024, filed of record in the office of the Anoka County Recorder on _____, 2024, as Document No. _____ (the “Re-Entry Agreement”), which contains a right of the City to re-enter the Property and to restore fee simple title to the Property to the City in the event that the Company fails to meet certain construction deadlines on the Property, subject to delays caused by conditions outside of the reasonable control of the Company (the “City Re-Entry Right”); and

WHEREAS, the Company and the City are parties to that certain City of Ramsey Development Agreement for Waterfront Village dated [May 28], 2024 relating to the development and subdivision of the Property (the “Development Agreement”); and

WHEREAS, in order to provide funds for the development of the Property, the Lender is providing a construction and term loan to the Company in the original principal amount of up to \$2,923,090.00, as may be amended from time to time (collectively, the “Loan”); and

WHEREAS, the Loan is secured by, among other things, that certain Combination Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents dated as of June ____, 2024 executed by the Company in favor of the Lender, filed of record in the office of the Anoka County Recorder on _____, 2024, as Document No. _____, as may be amended from time to time (collectively, the “Mortgage”); and

WHEREAS, the Lender has required, as an express condition to the making of the Loan, that the City Re-Entry Right and the rights of the City under and pursuant to the Development Agreement be subordinated to the Mortgage; and

WHEREAS, in the interest of facilitating the development proposed by Centra North LLC, the City is willing to modify the terms of its interests in the above-stated Development Agreement and Right of Re-Entry, but only to the extent that such an accommodation is necessary to reasonably facilitate the development without losing the City's interest on behalf of the public and its citizens.

NOW THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby agrees as follows:

1. The City hereby agrees that the "City Re-Entry Right" with respect to the Property, as set forth in both the Re-Entry Agreement and in Section 28 of the Purchase Agreement, shall be subordinate to the lien of the Mortgage, including without limitation any amendments thereto or extensions thereof.

2. The City hereby agrees that the Development Agreement, and the City's rights thereunder shall, as to any rights of the Lender, its successors and assigns, in and to the Property be subordinate in all respects to the Mortgage, including any amendments thereto or extensions thereof, except to the extent expressly provided herein. In the event that the Lender shall foreclose the Mortgage and the purchaser of the Sheriff's Certificate at such foreclosure sale shall succeed to fee ownership of the Property, or title is transferred to Lender or one of its affiliated entities pursuant to a deed in lieu of foreclosure, such entity shall take title to the Property free and clear of the "City Re-Entry Right" under the Re-Entry Agreement and in Section 28 of the Purchase Agreement. Notwithstanding such subordination, nothing contained herein shall be interpreted as releasing without its express consent any rights of the City including any per-lot monetary penalties associated with incomplete performance under the Development Agreement or Re-Entry Agreement against the Company or its successor and any security provided on its behalf by the Company to any third party or directly to the City thereunder.

3. This Agreement can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by the Lender and the City.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

[SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the City has made and entered into this Agreement as of the day and year first above written.

CITY OF RAMSEY

By: _____
Mark E. Kuzma, Mayor

By: _____
Brian Hagen, City Administrator

This instrument was acknowledged before me on _____, 2024, by Mark E. Kuzma as Mayor and Brian Hagen as City Administrator, of the City of Ramsey, a Minnesota Municipal Corporation on behalf of the Minnesota municipal corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Messerli Kramer (MEM)
1400 Fifth Street Towers
100 South Fifth Street
Minneapolis, Minnesota 55402

EXHIBIT A
(Legal Description)

Outlots A, B and C;

Lots 1, 2 and 3, Block 1;

Lots 1, 2, 3, 4, 5 and 6, Block 2;

Lot 1, Block 3;

Lots 1, 2, and 3, Block 4;

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 5;

Lots 1, 2, 3 and 4, Block 6;

All in, Waterfront Village, Anoka County, Minnesota

**FIRST AMENDMENT
TO THE
PURCHASE AGREEMENT**

This is the First Amendment to the Purchase Agreement (“First Amendment”) by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Centra Homes LLC**, a Minnesota Limited Liability Company and/or its assigns (“Buyer”), with an Effective Date of August 17, 2023.

Recitals

1. **ORIGINAL AGREEMENT.** Seller and Buyer entered into a certain Purchase Agreement dated effective as of August 17, 2023 (the “Original Agreement”), for the purchase and sale of approximately 16.3 acres located in Anoka County, Minnesota and legally described as set forth in the Original Agreement and defined therein as the Property. Seller and Buyer desire to amend certain terms of the Original Agreement as specifically set forth in this First Amendment and only the terms specifically set forth in this First Amendment.
2. **EFFECTIVE DATE.** The Effective Date remains August 17, 2023.
3. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller approximately 16.3 acres (710,028 SF) of vacant land, legally described as follows:

see attached Exhibit A

PID Number: Portion of 28-32-25-22-0058 (“**Property**”).

4. **CONSTRUCTION DEADLINE.** Section 28 of the Original Agreement is hereby amended in its entirety as follows:

28. CONSTRUCTION DEADLINE. The project consists of 103-unit owner occupied detached townhomes. Buyer shall obtain certificates of occupancy for the construction of forty (40) single family townhomes pursuant to the following schedule:

Construction Deadline Schedule:

Eight (8) certificates of occupancy within sixteen (16) months after Closing;

A total of sixteen (16) certificates of occupancy within twenty-eight (28) months after Closing;

A total of twenty-four (24) certificates of occupancy within forty (40) months after Closing;

A total of thirty-two (32) certificates of occupancy within fifty-two (52) months of Closing;

A total of forty (40) certificates of occupancy within sixty-four (64) months of Closing.

Each total certificate requirement outlined above shall include all certificates of occupancy received during the current deadline period and all prior deadline periods. For instance, if sixteen (16) certificates of occupancy are received within sixteen (16) months after Closing, Buyer shall have no requirement to obtain any additional certificates of occupancy within twenty-eight (28) months after Closing.

At Closing, a “**Right of Re-Entry Agreement**” must be executed, in substantially the same form as attached hereto as Exhibit C, and recorded to the Property providing that, in the event any of the above deadlines are not met, Seller has the right to reclaim title to the parcels for which certificates of occupancy have not been obtained, or in the alternative, and at Seller’s sole discretion, Buyer shall pay Seller \$20,000 for each certificate of occupancy that is not obtained pursuant to the deadlines set forth above.

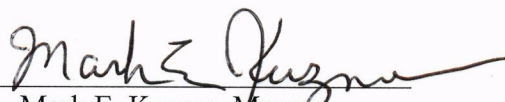
5. **EXHIBITS.** Exhibit C of the Original Agreement is hereby amended in its entirety as follows:

see attached Exhibit C.

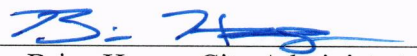
Agreement

1. **AMENDMENT APPROVAL.** Buyer and Seller hereby approve this First Amendment as modified by the above Recitals, which are hereby incorporated herein.
2. **REMAINING TERMS.** All other provisions of the Original Agreement remain unchanged except to the extent inconsistent with the terms of this First Amendment. If any term(s) of this First Amendment shall conflict with any term(s) of the Original Agreement, the term(s) of this First Amendment shall control in all respects. The terms used in this First Amendment have the same meaning as in the Original Agreement.

SELLER: City of Ramsey, a Minnesota municipal corporation

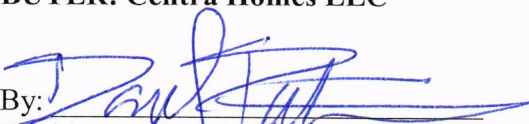
By: 
Mark E. Kuzma, Mayor

Dated: 9-18-, 2023

By: 
Brian Hagen, City Administrator

Dated: September 15, 2023

BUYER: Centra Homes LLC

By: 
David Pattberg, Vice President of Land

Dated: SEPT 13, 2023

Exhibit A

Legal Description

Part of Outlot A, COR TWO, to be platted as:

Part of Outlot A, Ramsey Properties Addition, to be platted as:

T.B.D. Anoka County, Minnesota

PID Number: Portion of 28-32-25-22-0058 ("Property")

Land area is approximately 16.3 acres (710,028 SF)

Exhibit C

[Reserved for Recording Data]

RIGHT OF RE-ENTRY AGREEMENT

This Right of Re-entry Agreement is entered into on _____, 2024, by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Centra Homes LLC**, a Minnesota Limited Liability Company (“Buyer”).

Recitals

- A. On _____, 2024, Seller conveyed title of the following Property to Buyer:
- Part of Outlot A, COR TWO, to be platted as:
- Part of Outlot A, Ramsey Properties Addition, to be platted as:
- T.B.D. Anoka County, Minnesota
- PID Number: Portion of 28-32-25-22-0058 (“Property”)
- B. Title to the Property was conveyed subject to Buyer fulfilling certain Conditions as set forth below.
- C. As indicated in the Purchase Agreement between the City of Ramsey and Centra Homes LLC, dated _____, Section 28, it is the intent of the parties to create and set forth a right to impose a penalty or a right of re-entry in favor of Seller in the event Buyer fails to satisfy the Conditions.

Agreement

1. The recitals are incorporated herein as if fully set forth.
2. Seller shall have the right, but not the obligation, to either impose a penalty against the Property pursuant to Paragraph 3, or to re-enter and take possession of the Property pursuant to Paragraph 4, in the event that any of the following Conditions are not satisfied by Buyer, excepting therefrom any delays caused by conditions outside of the reasonable control of Buyer:
 - a. Buyer must obtain certificates of occupancy for the construction of forty (40) single family townhomes pursuant to the following schedule:

Construction Deadline Schedule:

Eight (8) certificates of occupancy within sixteen (16) months after Closing;

A total of sixteen (16) certificates of occupancy within twenty-eight (28) months after Closing;

A total of twenty-four (24) certificates of occupancy within forty (40) months after Closing;

A total of thirty-two (32) certificates of occupancy within fifty-two (52) months of Closing;

A total of forty (40) certificates of occupancy within sixty-four (64) months of Closing.

Once a certificate of occupancy is issued for a lot comprising part of the Property, the Right of Re-Entry shall automatically be released by the Seller as to such lot. Each total certificate requirement outlined above shall include all certificates of occupancy received during the current deadline period and all prior deadline periods. For instance, if sixteen (16) certificates of occupancy are received within sixteen (16) months after Closing, Buyer shall have no requirement to obtain any additional certificates of occupancy within twenty-eight (28) months after Closing.

3. Seller may impose a separate penalty of \$20,000.00 against the Property if the certificate of occupancy is not obtained, for each of the 40 single family homes, pursuant to the deadline set forth above. The penalty is due upon written notice to Buyer from Seller of the failure to satisfy a contingency. In the event the penalty is not paid within 30 days of receipt of the notice, Seller may, but is not required to, certify the penalty to Anoka County as an assessment against the Property. Buyer waives any and all rights under Minnesota Statutes, chapter 429, and any other applicable law, including any right to notice of hearing and hearing, the right to object, and the right to appeal the assessment. Buyer further waives any requirements of the City Charter that may apply to said assessment.
4. As an alternative to imposition of a financial penalty and not in addition thereto, Seller may re-enter and take physical possession of the Property. Title to the Property shall be restored in Seller, and Buyer shall execute whatever documents and undertake whatever steps are necessary to establish and confirm Seller's fee simple interest in the Property free of any claims or encumbrances, including mechanic's liens.

The Seller agrees to waive the right to re-enter and take physical possession of the Property upon satisfactory completion and inspection by the Seller of the Stage I Improvements as follows:

- a. Trunk and lateral sanitary sewer.
- b. Trunk and lateral water main.
- c. Storm drainage facilities (when specified).
- d. Stormwater maintenance through 90 percent buildout.
- e. Streets (excluding the final bituminous lift)
- f. Concrete curb and gutter (urban).
- g. Street traffic control signals.
- h. Lot grading.
- i. Trail development.
- j. Sidewalks.

- k. Electricity (within one-fourth mile).
- l. Phone (within one-fourth mile).
- m. Natural gas (within one-fourth mile).
- n. Boulevard sodding.
- o. Water shut off boxes.
- p. Landscaping

(the "Stage I Improvements").

- 5. Upon satisfaction of the terms set forth in Section 4 above, the right of re-entry only set forth in Section 4 herein shall be released in a recordable writing executed by the Seller's Mayor and City Administrator.
- 6. This document constitutes the entire Right of Re-entry Agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

SELLER: CITY OF RAMSEY

By: _____
Mark E. Kuzma, Mayor

By: _____
Brian Hagen, City Administrator

This instrument was acknowledged before me on _____, 2024, by Mark E. Kuzma as Mayor and Brian Hagen as City Administrator, of the City of Ramsey, a Minnesota Municipal Corporation on behalf of the Minnesota municipal corporation.

Notary Public

BUYER: Centra Homes LLC

By: _____
David Pattberg, Vice President of Land

This instrument was acknowledged before me on _____, 2024, by David Pattberg the Vice President of Land of Centra Homes LLC, a Minnesota Limited Liability Company on behalf of the Minnesota limited liability company.

Notary Public

PURCHASE AGREEMENT

This Purchase Agreement (the “**Agreement**”) is entered into by and between the City of Ramsey, a Minnesota municipal corporation (“**Seller**”), and Centra Homes LLC, a Minnesota limited liability company (“**Buyer**”). Seller and Buyer are referred to individually as a “**Party**” and collectively as the “**Parties**.”

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

1. **EFFECTIVE DATE.** The effective date of this Agreement is August 17, 2023 (the “**Effective Date**”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller approximately 16.3 acres (710,028 SF) of vacant land, legally described as follows:

see attached Exhibit A

PID Number: Portion of 28-32-25-22-0058 (“**Property**”).

3. **PURCHASE PRICE.** The purchase price for the Property is \$6,214.00 per approved townhome unit (the “**Purchase Price**”). The Purchase Price is based on Buyer’s intended development of the Property as depicted on the “**Site Plan Concept**” attached hereto as Exhibit B. The Purchase Price due at closing is estimated to be \$640,042 based on 103 approved townhome units, as shown on the Site Plan Concept. From the Effective Date until five (5) days prior to the end of the Inspection Period (the “**Purchase Price Adjustment Period**”), if any material changes are required to the Site Plan Concept in order to obtain governmental approval of Buyer’s intended use and development of the Property, Buyer reserves the right to adjust the Purchase Price. If Buyer does adjust the Purchase Price, Buyer shall provide written notice to Seller during the Purchase Price Adjustment Period. If Buyer elects to adjust the Purchase Price as contemplated in this Section 3, Seller shall have the right to terminate this Agreement, prior to the end of the Inspection Period.
4. **EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** Within five business days after the Effective Date, Buyer must deposit the sum of \$25,000.00 (the “**Initial Earnest Money**”) with Land Title, Coon Rapids, MN or other title company that is mutually agreed upon (“**Escrow Agent**”), via wire transfer or delivery of a certified check payable to Escrow Agent.

- a. If Buyer does not deposit the Initial Earnest Money as required above, then Seller may terminate this Agreement by written notice to Buyer; provided, however, if Buyer deposits the Initial Earnest Money with Escrow Agent before Seller exercises Seller's right to terminate, Seller's right to terminate is extinguished.
 - b. Upon Seller's receipt of a Notice to Proceed from Buyer in accordance with Section 9(b), all of the Earnest Money becomes non-refundable (except in accordance with Section 22 as a result of a default by Seller).
 - c. If Buyer does not provide a Notice to Proceed to Seller in accordance with Section 9(b), this Agreement automatically terminates, and Escrow Agent must disburse all Earnest Money Escrow Agent holds to Buyer.
 - d. At Closing, Escrow Agent shall disburse to Seller any Earnest Money not previously disbursed to Seller, and Buyer shall receive a credit against the Purchase Price owing at Closing in an amount equal to the amount of the Earnest Money.
5. **SURVEY.** Seller has provided the Buyer an ALTA survey dated April 10, 2017. Buyer may at its cost and expense order an updated ALTA/NSPS land title surveys including Items: 1, 2, 3, 4, 5, 7a, 8, 11, and 14 of Table A thereof for the underlying legal (the "**Survey**") from a duly licensed surveyor.

6. **TITLE COMMITMENT.**

- a. Seller makes no representations or warranties with respect to the status of title to the Property. Within thirty (30) business days after the Effective Date, Seller shall, at Seller's expense, obtain a commitment from Escrow Agent to issue an owner's policy of title insurance insuring Buyer's title to the Property (the "**Title Commitment**") and deliver the Title Commitment and copies of or internet access to copies of all recorded documents referenced in the Title Commitment to Buyer.
- b. Buyer shall have until the date thirty (30) days after the receipt of the Title Commitment and the Survey (collectively, "**Title/Survey**") to review Title/Survey and to give Seller written notice of (i) any defects in the marketability of Seller title to the Property or any encumbrances on Seller's title to the Property that are objectionable to Buyer, and (ii) the specific actions Buyer requests that Seller take with respect to each such defect or encumbrance (a "**Title Objection Notice**"). Any defects in or encumbrances on Seller's title that Buyer does not identify in a timely Title Objection Notice are each a "**Permitted Exception.**" Within three (3) business days after Seller's receipt of a Title Objection Notice from Buyer, Seller will notify Buyer, in writing, of the actions, if any, that Seller is willing to take with respect to each of the matters identified in the Title Objection Notice and the time frame in which Seller will take those actions ("**Seller's Title Notice**"). If Seller's Title Notice indicates that Seller

unconditionally agrees to make Seller's title to the Property marketable on or before the closing date established pursuant to Section 10, the parties shall proceed to closing pursuant to the terms of this Agreement. If Seller's Title Notice indicates that Seller does not unconditionally agree to make Seller's Title to the Property marketable on or before the closing date established in Section 10, Buyer may, at any time with five (5) business days after Buyer's receipt of Seller's Title Notice, terminate this Agreement by written notice to Buyer in which case this Agreement is terminated and Escrow Agent must disburse any Earnest Money to Buyer ("**Buyer's Title Termination Notice**"). If Buyer does not deliver a Buyer's Title Termination Notice to Seller within the five (5) business days after Buyer's receipt of Seller's Title Notice, than Seller must perform in accordance with Seller's Title Notice, Buyer shall be deemed to have waived Buyer's objections to the extent Seller has not agreed to address them in Seller's Title Notice, the matters to which Buyer objected and Seller did not agree to resolve are deemed Permitted Exceptions, and the parties shall proceed to Closing in accordance with the terms of this Agreement and the terms of Seller's Title Notice.

7. **RIGHT OF ENTRY.** At all times after Buyer has deposited the Earnest Money with Seller and before the Closing, Buyer (and its employees, agents, and contractors) may enter the Property for the purpose of conducting soil tests, environmental tests and additional survey work, subject to the following conditions:
- a. Within one week after the termination of this Agreement, if either Seller or Buyer terminate this Agreement in accordance with the provisions hereof prior to Closing, Buyer must repair and or restore any damage Buyer or its employees, agents or contractors cause to the Property and remove any personal property, refuse or debris Buyer or its employees, agents or contractors brought onto or authorized third parties to bring onto the Property.
 - b. Buyer must defend and indemnify Seller from and against and hold Seller harmless from all "Claims," as defined in Section 10, arising out of, resulting from or relating to any loss of or damage to any property or business or out of any injury to or death of any person, if the loss, damage, injury, or death arises or is alleged to arise either directly or indirectly and either wholly or in part from: (a) any action or omission of Buyer or its employees, agents, or contractors, while on the Property pursuant to this Section; or (b) actions or omissions of Buyer or Buyer's employees, agents, or contractors that cause or result in the release of any Hazardous Substance onto the Property or onto other property.
 - c. Buyer must comply with and shall cause it employees, agents, and contractors to comply with all applicable laws, while on the Property.
 - d. Other than a standard Phase 1 environmental assessment, Buyer may not commence any environmental testing on the Property until Buyer submits a work plan for such testing to Seller and Seller approves the work plan, in writing.

Seller may not unreasonably withhold, condition or delay Seller's approval of a work plan.

- e. Buyer must, promptly and without demand from Seller, provide Seller with true and complete copies of all draft and final reports relating to Buyer's geotechnical and environmental investigations and testing of the Property including, without limitation, any reports relating to any Phase I Environmental Site Assessment of the Property.
- f. The cost of any test or additional survey work will be borne solely by Buyer.
- g. The payment and indemnification provisions of this Section 7 shall survive any termination or cancellation of this Agreement and are referred to herein as the "Surviving Obligations."

8. PROPERTY SOLD AS IS. Subject to Buyer's right to terminate this Agreement pursuant to Section 9, Buyer agrees to accept the Property in its current condition, including, without limitation, its current environmental and geological condition, and in an "AS-IS" and with "ALL FAULTS" condition. Buyer's payment of the Purchase Price at Closing constitutes Buyer's acknowledgment and agreement that:

- a. Seller has not made any written or oral representations or warranties of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose);
- b. Buyer has not relied on any written or oral representation or warranty made by Seller, its agents or employees with respect to the condition or value of the Property;
- c. Buyer has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Buyer is relying solely on such inspection and testing; and
- d. The condition of the Property is fit for Buyer's intended use.
- e. Buyer accepts all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

9. INSPECTION PERIOD.

- a. Except as otherwise provided in Section 6, Buyer shall have from the date that Buyer deposits the Earnest Money with Escrow Agent to 180 days after the Effective Date (the “**Inspection Period**”) to investigate the Property and determine, in Buyer’s sole judgment, whether (i) the condition of the Property is suitable to Buyer’s intended use; and (ii) Buyer will be able to obtain all governmental approvals (including, but not limited to, approvals necessary to subdivide and re-plat the Property (the “**Final Plat**”) and utilities necessary for Buyer’s intended use of the Property. Buyer acknowledges and agrees that Seller has not made any covenants, representations or warranties regarding Buyer’s ability to obtain governmental approvals from the City of Ramsey or any other governmental entity. The City of Ramsey will review, consider and act on any applications Buyer submits to the City for governmental approvals in accordance with City Code.
- b. Buyer may, at any time on or before 5:00 p.m. on the last day of the Inspection Period, terminate the Agreement by written notice to Seller based on Buyer’s determination, in Buyer’s sole and absolute discretion, that the condition of the Property is not suitable for Buyer’s intended use or that Buyer may not be able to obtain all governmental approvals and utilities necessary for Buyer’s intended use of the Property. In addition, this Agreement automatically terminates at 5:00 p.m. on the last day of the Inspection Period unless, prior to that time Buyer delivers a written notice of Buyer’s intention to proceed (a “**Notice to Proceed**”) to Seller.
- c. If, pursuant to Section 9(b) either Buyer terminates this Agreement or this Agreement is automatically terminated, the Escrow Agent must disburse to Buyer any Earnest Money Escrow Agent holds.

10. DEFINITIONS. As used in this Agreement:

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

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

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

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

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

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

Buyer: Centra Homes LLC
David Pattberg, Vice President of Land
11460 Robinson Drive NW
Minneapolis, MN 55433
Email: david.pattberg@centrahomes.com

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

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

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

- i. A limited warranty deed, duly executed and acknowledged on behalf of the City and with the City’s seal affixed, conveying title to the Property, subject to (A) the lien of real estate taxes, if any, not yet due and payable and any installments of special assessments certified for payment therewith; (B) Building, Subdivision and Zoning Ordinances; (C) Matters that would be disclosed by an accurate survey of the Property; and (D) matters that constitute Permitted Exceptions pursuant to Section 6;
- ii. A certified copy of a duly adopted City Ordinance and Resolution authorizing Seller’s sale of the Property to Buyer;
- iii. The Right of Re-Entry Agreement provided for in Section 28 below; and
- iv. Seller’s affidavits, well disclosure certificate (if required), settlement statement approved by Seller and Buyer, and any other documents required by the Escrow Agent.

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

- i. Wire Transfer (or deliver a certified check in) an amount equal to the amount of the Purchase Price adjusted for to reflect Buyer’s prior payment of the Earnest Money and to reflect amounts Buyer must pay or will receive pursuant to Section 14(c), to Escrow Agent for disbursement to Seller and others pursuant to this Agreement and the Settlement Statement;
- ii. Execute and deliver the Right of Re-Entry Agreement provided for in Section 28 below; and

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

c. **Closing Costs.**

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

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

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

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

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

14. REAL ESTATE BROKERS. Seller and Buyer represent and warrant to each other that they have dealt with no brokers, real estate agents, finders or the like in connection with this transaction, other than CBRE, Inc. ("Seller's Broker"). Seller shall pay Seller's Broker as required by their agreement 5% of final gross sale price. Seller and Buyer agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any broker's fees or commissions resulting for their actions or agreements regarding the execution or performance of this Agreement, other than the fees payable to Seller's Broker, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorney's fees.

15. ASSIGNMENT. Seller agrees not to assign this Agreement to an unrelated third-party prior to the Closing. Buyer may not assign or otherwise transfer this Agreement without

obtaining the prior written consent of Seller; provided that no consent of Seller shall be required for an assignment of this Agreement to any Buyer "Affiliate" that assumes all obligations of the Buyer hereunder that accrue from and after the Effective Date of the assignment in an instrument that may be enforced at law by Seller and in which notice of the occurrence and effect of such assignment is delivered to Seller together with a copy of such agreement of assumption. As used herein, the term "Affiliate" means an entity that directly controls, or is controlled by, or is under common control with, the assignor.

16. **THIRD PARTY BENEFICIARY.** There are no third-party beneficiaries of this Agreement, intended or otherwise.
17. **JOINT VENTURE.** Seller and Buyer, by entering into this Agreement and completing the transactions described herein, shall not be considered joint ventures or partners.
18. **CAPTIONS.** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
19. **ENTIRE AGREEMENT / MODIFICATION.** This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver or modification of any of its terms will be effective unless in writing executed by the parties.
20. **BINDING EFFECT.** This Agreement binds and benefits the Parties and their successors and assigns.
21. **CONTROLLING LAW.** This Agreement is made under the laws of the State of Minnesota and such laws will control its interpretation.
22. **REMEDIES.**
 - a. If Buyer fails to perform any of the terms or conditions of this Agreement within the specified time limits, Seller may declare this Agreement terminated pursuant to Minnesota Statutes section 559.21. Seller's sole remedy in the event of Buyer's default is retention of the Earnest Money, unless Buyer defaults under Section 7 or 11 of this Agreement, in which case Seller may retain the Earnest money or suspend the performance of its obligations under this Agreement and commence an action in Anoka County District Court to recover its actual damages arising from the default.
 - b. If Seller fails to perform any of the terms or conditions of this Agreement within the specified time limits, Buyer may, as its sole remedy, declare this Agreement terminated in which case Escrow Agent and, if applicable, Seller, shall refund the Earnest Money (both the Initial Earnest Money and the Extension Earnest Money) to Buyer, or, in the alternative, Buyer may have this Agreement specifically

enforced and recover any incidental damages. Buyer waives all claims for consequential damages against Seller based on Seller's breach or alleged default hereunder.

- 23. WAIVER.** Failure of Seller or Buyer to insist upon the performance of any of the covenants, agreements and/or conditions of this Agreement or to exercise any right or privilege herein shall not be deemed a waiver of any such covenant, condition or right.
- 24. SURVIVAL OF TERMS AND CONDITIONS.** The terms and conditions of this Agreement shall survive and be in full force and effect after the delivery of the deed, and shall not be deemed to have merged therein.
- 25. SEVERABILITY.** Each provision of this Agreement shall apply to the extent permitted by applicable law and is intended to be severable. If any provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of the Agreement.
- 26. CONSTRUCTION.** The Parties acknowledge that this Agreement was initially prepared by Seller solely as a convenience and that all Parties and their counsel hereto have read and full negotiated all the language used in this Agreement. The Parties acknowledge that because all Parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement to construe ambiguous or unclear language in favor of or against any Party.
- 27. COUNTERPARTS; DIGITAL COPIES.** This Agreement may be executed in any number of counterparts and the signature pages of the separate counterparts combined into a single copy of this Agreement which will then constitute a fully executed version of this Agreement. A facsimile, .pdf file or digital copy of a signed counterpart or of an assemblage of counterparts of this Agreement shall be deemed to be an original thereof.
- 28. CONSTRUCTION DEADLINE.** The project consists of 103-unit owner occupied detached townhomes. Buyer shall obtain certificates of occupancy for the construction of forty (40) single family townhomes pursuant to the following schedule:

Construction Deadline Schedule:

Eight (8) certificates of occupancy by December 31, 2024;

A total of sixteen (16) certificates of occupancy by December 31, 2025;

A total of twenty-four (24) certificates of occupancy by December 31, 2026;

A total of thirty-two (32) certificates of occupancy by December 31, 2027;

A total of forty (40) certificates of occupancy by December 31, 2028.

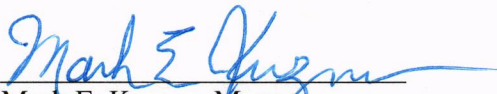
Each total certificate requirement outlined above shall include all certificates of occupancy received during the current deadline period and all prior deadline periods. For instance, if sixteen (16) certificates of occupancy are received prior to December 31, 2024, Buyer shall have no requirement to obtain any additional certificates of occupancy by December 31, 2025.

At Closing, a “**Right of Re-Entry Agreement**” must be executed, in substantially the same form as attached hereto as Exhibit C, and recorded to the Property providing that, in the event any of the above deadlines are not met, Seller has the right to reclaim title to the parcels for which certificates of occupancy have not been obtained, or in the alternative, and at Seller’s sole discretion, Buyer shall pay Seller \$20,000 for each certificate of occupancy that is not obtained pursuant to the deadlines set forth above.

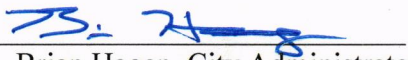
- 29. TIME PERIODS.** The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. Central Time on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.
- 30. PLATTING & DEVELOPMENT AGREEMENT.** Buyer must be in the process of obtaining an approved final plat, development agreement, and building exterior visual renderings with the City of Ramsey for its intended project before Closing. The Development Agreement and Site Plan must comply with all local zoning ordinances and design standards.

[Signature page to follow.]

SELLER: The City of Ramsey, a Minnesota municipal corporation

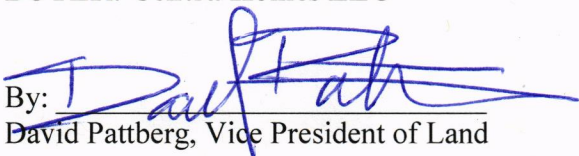
By: 
Mark E. Kuzma, Mayor

Dated: August 17, 2023

By: 
Brian Hagen, City Administrator

Dated: August 14, 2023

BUYER: Centra Homes LLC

By: 
David Pattberg, Vice President of Land

Dated: August 16, 2023

Exhibit A

Legal Description

Part of Outlot A, COR TWO, to be platted as:

Part of Outlot A, Ramsey Properties Addition, to be platted as:

T.B.D. Anoka County, Minnesota

PID Number: Portion of 28-32-25-22-0058 ("Property")

Land area is approximately 16.3 acres (710,028 SF)

Exhibit B

Site Plan Concept (Subject to changes)

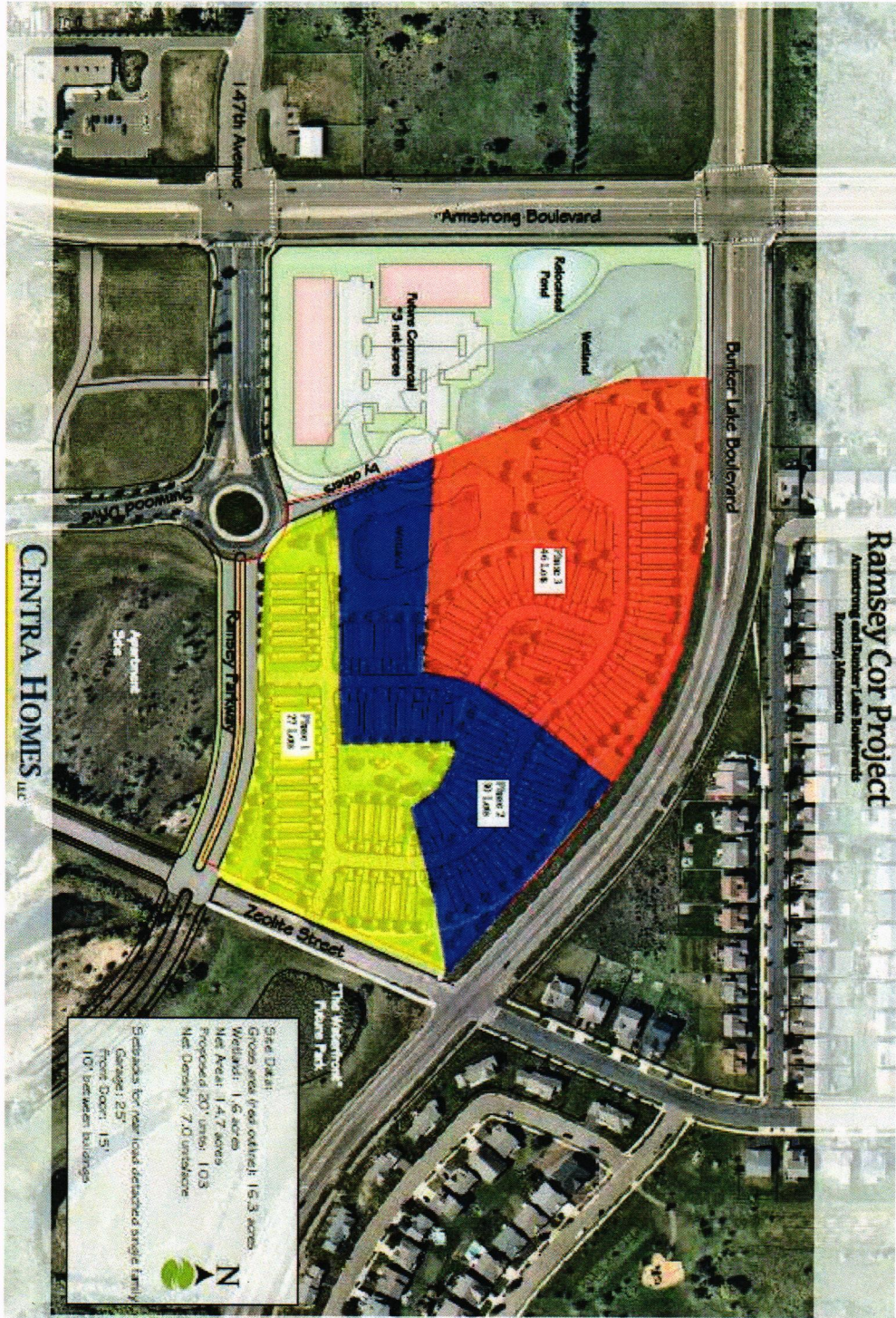


Exhibit C

Right of Re-Entry Agreement

[Reserved for Recording Data]

RIGHT OF RE-ENTRY AGREEMENT

This Right of Re-entry Agreement is entered into on _____, 2024, by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Centra Homes LLC**, a Minnesota Limited Liability Company (“Buyer”).

Recitals

- A. On _____, 2024, Seller conveyed title of the following Property to Buyer:
- Part of Outlot A, COR TWO, to be platted as:
- Part of Outlot A, Ramsey Properties Addition, to be platted as:
- T.B.D. Anoka County, Minnesota
- PID Number: Portion of 28-32-25-22-0058 (“Property”)
- B. Title to the Property was conveyed subject to Buyer fulfilling certain Conditions as set forth below.
- C. As indicated in the Purchase Agreement between the City of Ramsey and Centra Homes LLC, dated _____, Section 28, it is the intent of the parties to create and set forth a right to impose a penalty or a right of re-entry in favor of Seller in the event Buyer fails to satisfy the Conditions.

Agreement

1. The recitals are incorporated herein as if fully set forth.
2. Seller shall have the right, but not the obligation, to either impose a penalty against the Property pursuant to Paragraph 3, or to re-enter and take possession of the Property pursuant to Paragraph 4, in the event that any of the following Conditions are not satisfied by Buyer, excepting therefrom any delays caused by conditions outside of the reasonable control of Buyer:

- a. Buyer must obtain certificates of occupancy for the construction of forty (40) single family townhomes pursuant to the following schedule:

Construction Deadline Schedule:

Eight (8) certificates of occupancy by December 31, 2024;

A total of sixteen (16) certificates of occupancy by December 31, 2025;

A total of twenty-four (24) certificates of occupancy by December 31, 2026;

A total of thirty-two (32) certificates of occupancy by December 31, 2027;

A total of forty (40) certificates of occupancy by December 31, 2028.

Once a certificate of occupancy is issued for a lot comprising part of the Property, the Right of Re-Entry shall automatically be released by the Seller as to such lot. Each total certificate requirement outlined above shall include all certificates of occupancy received during the current deadline period and all prior deadline periods. For instance, if sixteen (16) certificates of occupancy are received prior to December 31, 2024, Buyer shall have no requirement to obtain any additional certificates of occupancy by December 31, 2025.

3. Seller may impose a separate penalty of \$20,000.00 against the Property if the certificate of occupancy is not obtained, for each of the 40 single family homes, pursuant to the deadline set forth above. The penalty is due upon written notice to Buyer from Seller of the failure to satisfy a contingency. In the event the penalty is not paid within 30 days of receipt of the notice, Seller may, but is not required to, certify the penalty to Anoka County as an assessment against the Property. Buyer waives any and all rights under Minnesota Statutes, chapter 429, and any other applicable law, including any right to notice of hearing and hearing, the right to object, and the right to appeal the assessment. Buyer further waives any requirements of the City Charter that may apply to said assessment.
4. As an alternative to imposition of a financial penalty and not in addition thereto, Seller may re-enter and take physical possession of the Property. Title to the Property shall be restored in Seller, and Buyer shall execute whatever documents and undertake whatever steps are necessary to establish and confirm Seller's fee simple interest in the Property free of any claims or encumbrances, including mechanic's liens.

The Seller agrees to waive the right to re-enter and take physical possession of the Property upon satisfactory completion and inspection by the Seller of the Stage I Improvements as follows:

- a. Trunk and lateral sanitary sewer.
- b. Trunk and lateral water main.
- c. Storm drainage facilities (when specified).
- d. Stormwater maintenance through 90 percent buildout.
- e. Streets (excluding the final bituminous lift)
- f. Concrete curb and gutter (urban).
- g. Street traffic control signals.
- h. Lot grading.
- i. Trail development.
- j. Sidewalks.
- k. Electricity (within one-fourth mile).
- l. Phone (within one-fourth mile).
- m. Natural gas (within one-fourth mile).
- n. Boulevard sodding.
- o. Water shut off boxes.
- p. Landscaping

(the "Stage I Improvements").

5. Upon satisfaction of the terms set forth in Section 4 above, the right of re-entry only set forth in Section 4 herein shall be released in a recordable writing executed by the Seller's Mayor and City Administrator.
6. This document constitutes the entire Right of Re-entry Agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

CITY OF RAMSEY

By: _____
Mark E. Kuzma, Mayor

By: _____
Brian Hagen, City Administrator

This instrument was acknowledged before me on _____, 2024,
by Mark E. Kuzma as Mayor and Brian Hagen as City Administrator, of the City of
Ramsey, a Minnesota Municipal Corporation on behalf of the Minnesota municipal
corporation.

Notary Public

CC Regular Session**Meeting Date:** 06/11/2024**Primary Strategic Plan Initiative:** Promote economic growth and development.**Information****Title**

Adopt Resolution #24-153 Ordering Plans and Specifications for Improvement Project #25-01, Rivers Bend Regional Stormwater Improvements

Purpose/Background:**Purpose:**

The purpose of this case is to adopt Resolution #24-153 ordering plans and specifications for Improvement Project #25-01, Rivers Bend Regional Stormwater Improvements.

Background:

In June of 2016, the Anoka Conservation District completed a Stormwater Retrofit Analysis for the City of Ramsey and the Lower Rum River Watershed Management Organization (LRRWMO) to identify and rank potential improvement projects that drain to the Mississippi and Rum Rivers. The Stormwater Retrofit Analysis recommended modifying a wetland within Rivers Bend Park to increase the volume of stormwater runoff storage provided by this wetland that currently treats runoff from a 38-acre catchment area for the purpose of reducing sediment and phosphorus loads that can end up in the receiving water, which is an oxbow of the Rum River. See Project ID: RR8-A on page 89 of the attached modified version of the Stormwater Retrofit Analysis for reference.

When the Lightbridge Academy commercial development application was received last Fall, staff began working with the developer to address their stormwater management requirements. This development is located within the City of Ramsey's East Drinking Water Supply Management Area (DWSMA) where infiltration of stormwater is prohibited so staff reached out to the Lower Rum River Watershed Management Organization (LRRWMO) to confirm that the developer could purchase credits to utilize a portion of The COR regional infiltration basin to comply with the LRRWMO's volume retention requirements. At the time The COR regional infiltration basin was constructed it was believed that the basin could be used to accommodate development within the East DWSMA. However, the LRRWMO's engineer, BARR Engineering, informed City staff that since the two DWSMA's drain to different water bodies (the East DWSMA drains to the Rum River and the West (The COR) DWSMA drains to the Mississippi River) so Lightbridge Academy is unable to pay a fee to use The COR infiltration basin.

Discussions then turned to what Lightbridge needed to do to comply with LRRWMO requirements for stormwater runoff rate control and water quality improvements. The developer's engineer stated they cannot provide these improvements on their site so they asked if the City could accommodate these requirements. After discussions with the LRRWMO's engineer it was determined that the City needed to construct stormwater management facility improvements on the west edge of the Rivers Bend Park, West of the existing wetland that currently treats all stormwater runoff from the 38-acre catchment as addressed in the ACD's Stormwater Retrofit Analysis, and that the existing wetland should not be impacted.

Bolton & Menk was therefore hired to perform a wetland delineation to identify the limits of the existing wetland to avoid impacts. This report was recently completed and is being submitted to the LRRWMO for concurrence and approval at a future WMO meeting. A copy of the report is attached for reference.

City staff also requested Bolton & Menk to submit a professional services proposal for designing and preparing final construction plans for the proposed Rivers Bend Regional Stormwater Improvements project to treat

stormwater runoff from the 38-acre catchment to meet current LRRWMO design standards. The City proposes to provide all necessary rate control, water quality, and volume retention improvements in compliance with LRRWMO criteria as part of the proposed project.

The existing pond that receives stormwater runoff from this catchment is undersized and does not meet the rate control and water quality treatment requirements per current LRRWMO stormwater standards. This catchment includes several undeveloped parcels West of Xkimo Street and North of 142nd Avenue, including the Lightbridge Academy development parcel.

Since this 38-acre catchment is located within the City of Ramsey's East Drinking Water Supply Management Area (DWSMA) where infiltration of stormwater is prohibited, the pond will need to be lined, which increases costs. The LRRWMO Management Plan describes/defines sites, such as those located within a DWSMA, as infeasible or inappropriate for infiltration and identifies other scenarios for the permittee to investigate. Volume retention requirements can either be provided on-site as part of the Rivers Bend Regional Stormwater Improvements by utilizing filtration practices as allowed by LRRWMO stormwater standards, or off-site in a regional infiltration basin located outside the East DWSMA.

City staff has discussed various aspects of this project with LRRWMO and MPCA staff, including potential wetland impacts, options for meeting volume retention requirements, and how the timing of this project can be coordinated with the Lightbridge Academy development construction to ensure adequate stormwater runoff treatment can be provided during construction of both projects.

Staff has been coordinating the construction schedule of the City's stormwater improvements project with the Lightbridge Academy development construction schedule to address concerns raised by the LRRWMO. Lightbridge Academy's engineer has prepared and submitted a phased construction plan for consideration with their LRRWMO permit approval on June 20th. Lightbridge Academy plans to construct their building first with minimal disturbance to the rest of the site while the Rivers Bend Regional Stormwater Improvements project is designed and bid. Lightbridge Academy would then complete site improvements including impervious surface improvements during construction of the Rivers Bend Regional Stormwater Management Improvements.

City staff is unable to prepare final plans and specifications for these improvements in time to bid and construct the improvements this Fall due to staff workload. Staff therefore proposes to hire Bolton & Menk to prepare plans and specifications for these improvements due to Bolton & Menk's familiarity with the City's stormwater infrastructure and the LRRWMO stormwater design requirements. In addition, Bolton & Menk recently completed the wetland delineation report, which included some surveying so they have a start on some of the design efforts needed.

Attached is the design services proposal from Bolton & Menk identifying various professional design services that will be provided by Bolton & Menk for the total amount of \$83,900. This is to be considered as a not-to-exceed amount, exclusive of the Geotechnical Services estimate of \$12,500 since this work will be performed by a subconsultant yet to be selected. In summary, Bolton & Menk will provide engineering design services including, but not limited to, coordinating project investigations, topographic survey, project design and permitting services, preparation of project documents including final plans and specifications, and administering bids.

The attached proposal does not include construction related services. If/when Council is requested to accept bids and award a construction contract, a separate proposal for construction related services would be presented for Council approval.

Project Timelines

The following preliminary project schedule is included in Bolton & Menk's proposal.

June 12, 2024	Notice to Proceed / Order Borings
June 21, 2024	Survey Complete
July 19, 2024	80% Design and Calcs Complete / Submit to LRRWMO

July 19, 2024	Geotechnical Complete
August 2, 2024	100% Plans Complete Based on Geotechnical
August 13, 2024	City Council Approves Plans / Authorizes Bids
August 16/23, 2024	Advertise BIDs
August 15, 2024	LRRWMO Permit Approval
September 6, 2024	Open Bids
September 10, 2024	Award Construction Contract
September 23, 2024	Begin Construction
November 22, 2024	Substantial Completion (Dormant Seed)
June 2025	Final Completion and Closeout

Notification:

Notifications are not required as part of this case.

Observations/Alternatives:

Motion to adopt Resolution #24-153 ordering plans and specifications for Improvement Project #25-01, Rivers Bend Regional Stormwater Improvements.

Funding Source:

The estimated construction cost is \$600,000. This is a high-level estimate that will be updated following completion of plans and specifications.

Funding for this improvement project is proposed to come from a combination of Watershed grant funds administered by the Anoka Conservation District and City Storm Water Utility Funds.

Funding Source	Project Costs
Watershed Grant Funds	\$248,250
Storm Water Utility Funds	\$351,750
<i>Project Total</i>	<i>\$600,000</i>

Recommendation:

Staff recommends adopting Resolution #24-153 for reasons outlined within this case.

Action:

Adopt Resolution #24-153 Ordering Plans and Specifications for Improvement Project #25-01, Rivers Bend Regional Stormwater Improvements.

Attachments

Resolution 24-153
 Stormwater Retrofit Analysis
 BMI Design Services Proposal

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Kathy Schmitz	06/06/2024 04:00 PM
Bruce Westby (Originator)	Bruce Westby	06/07/2024 01:28 PM
Brian Hagen	Brian Hagen	06/07/2024 02:00 PM
Form Started By: Bruce Westby		Started On: 05/31/2024 08:49 AM
Final Approval Date: 06/07/2024		

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

RESOLUTION #24-153

RESOLUTION ORDERING PLANS AND SPECIFICATIONS FOR IMPROVEMENT PROJECT #25-01, RIVERS BEND REGIONAL STORMWATER IMPROVEMENTS

WHEREAS, in June of 2016 the Anoka Conservation District completed a Stormwater Retrofit Analysis for the City of Ramsey and the Lower Rum River Watershed Management Organization (LRRWMO) to identify and rank potential improvement projects that drain to the Mississippi and Rum Rivers; and

WHEREAS, the Stormwater Retrofit Analysis recommended stormwater pond modifications within Rivers Bend Park to increase the volume of stormwater runoff storage provided within the wetland that currently treats runoff from a 38-acre catchment area to reduce sediment and phosphorus loads within the receiving water, an oxbow of the Rum River; and

WHEREAS, several undeveloped properties are located within the 38-acre catchment that drains to the wetland in Rivers Bend Park; and

WHEREAS, the Lightbridge Academy is proposing to develop one of these properties and is unable to construct stormwater management facilities on their site and requested assistance from the City to provide required stormwater management facilities; and

WHEREAS, City staff has been working with the LRRWMO to receive their approval to construct the necessary stormwater management facilities to facilitate construction of the Lightbridge Academy in 2024; and

WHEREAS, City staff recommends constructing the necessary stormwater management improvements to treat the stormwater runoff from all remaining properties within the 38-acre catchment to current LRRWMO stormwater design standards as recommended in the Anoka Conservation District's Stormwater Retrofit Analysis; and

WHEREAS, the Anoka Conservation District recently awarded \$248,250 in watershed-based grant funds to pay for a portion of the proposed Rivers Bend Regional Stormwater Improvements project; and

WHEREAS, the City has the capability to fund the remaining project costs for the proposed Rivers Bend Regional Stormwater Improvements project using storm water utility funds; and

WHEREAS, the City received a professional services proposal from Bolton & Menk, Inc. to prepare final plans and specifications and administer bids for said improvements.

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

- 1) The Mayor and City Administrator are hereby authorized and directed to execute said professional services proposal from Bolton & Menk, Inc. for and on behalf of the City of Ramsey to prepare final plans and specifications for Improvement Project #25-01, Rivers Bend Regional Stormwater 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 11th day of June, 2024.

Mayor

ATTEST:

City Clerk



City of Ramsey Stormwater Retrofit Analysis

Prepared by:



CITY OF RAMSEY AND

LOWER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION

June 2016

Cover photo: Historical and 2014 aerial photographs of subwatersheds analyzed in this report that drain to either the Mississippi (top pictures) or Rum River (bottom pictures).

Disclaimer: At the time of printing, this report identifies and ranks potential BMPs for selected subwatersheds in the City of Ramsey that drain to the Mississippi or Rum River. This list of practices is not all-inclusive and does not preclude adding additional priority BMPs in the future. An updated copy of the report shall be housed at either the Anoka Conservation District, the City of Ramsey, or the Lower Rum River Watershed Management Organization.

Executive Summary

The City of Ramsey and Lower Rum River Watershed Management Organization (LRRWMO) contracted the Anoka Conservation District (ACD) to complete this stormwater retrofit analysis (SRA) for the purpose of identifying and ranking water quality improvement projects in selected subwatersheds that drain to either the Mississippi or Rum River. The subwatersheds are located along the southern City boundary (Mississippi River) and the eastern City boundary (Rum River) and consist of commercial, industrial, and residential land uses. Volume, total phosphorus (TP), and total suspended solids (TSS) were the target parameters analyzed.

This analysis is primarily intended to identify potential projects within the target area to improve water quality in the Mississippi and Rum Rivers through stormwater retrofits. Stormwater retrofits refer to best management practices (BMPs) that are added to an already developed landscape where little open space exists. The process is investigative and creative. Stormwater retrofits can be improperly judged by the total number of projects installed or by comparing costs alone. Those approaches neglect to consider how much pollution is removed per dollar spent. In this SRA, both costs and pollutant reductions were estimated and used to calculate cost-effectiveness for each potential retrofit identified.

Water quality benefits associated with the installation of each identified project were individually modeled using the Source Loading and Management Model for Windows (WinSLAMM). WinSLAMM uses an abundance of stormwater data from the upper-midwest and elsewhere to quantify runoff volumes and pollutant loads from urban areas. It has detailed accounting of pollutant loading from various land uses, and allows the user to build a model “landscape”. WinSLAMM uses rainfall and temperature data from a typical year (1959 data from Minneapolis for this analysis), routing stormwater through the user’s model for each storm.

WinSLAMM estimates volume and pollutant loading based on acreage, land use, and soils information. Therefore, the volume and pollutant estimates in this report are not waste load allocations, nor does this report serve as a TMDL for the study area. The WinSLAMM model was not calibrated and was only used as an estimation tool to provide relative ranking across potential retrofit projects. Specific model inputs (e.g. pollutant probability distribution, runoff coefficient, particulate solids concentration, particle residue delivery, and street delivery files) are detailed in Appendix A.

The costs associated with project design, administration, promotion, land acquisition, opportunity costs, construction oversight, installation, and maintenance were estimated. The total costs over the assumed effective life of each project were then divided by the modeled benefits over the same time period to enable ranking by cost-effectiveness.

A variety of stormwater retrofit approaches were identified. They included:

- Bioretention,
- Bioswales,
- Current BMP modification,
- Iron-enhanced sand filter check dams,
- Iron-enhanced sand filter pond benches, and

- Hydrodynamic devices.

If all of these practices were installed, significant volume and pollutant reductions could be accomplished. However, funding limitations and landowner interest make this unlikely. Instead, it is recommended that projects be installed in order of cost-effectiveness (pounds of pollution reduced per dollar spent). Other factors, including a project's educational value/visibility, construction timing, total cost, or non-target pollutant reduction also affect project installation decisions and will need to be weighed by resource managers when selecting projects to pursue.

For each type of recommended retrofit, conceptual siting is provided in the project profiles section. The intent of these figures is to provide an understanding of the approach. If a project is selected, site-specific designs must be prepared. In addition, many of the proposed retrofits (e.g. iron-enhanced sand filter pond benches and pond modifications) will require engineered plan sets if selected. This typically occurs after committed partnerships are formed to install the project. Committed partnerships must include willing landowners, both public and private.

The 448 acre target study area was divided into 16 catchments and two drainage networks (groups of catchments draining to a common point) based on drainage patterns influenced by topography and stormwater infrastructure. The Mississippi River network consists of seven catchments (320 acres), and the Rum River network consists of nine catchments (128) acres. Based on WinSLAMM model results, the Mississippi River network contributes an estimated 101 acre-feet of runoff, 28,083 pounds of TSS, and 85 pounds of TP annually to the Mississippi River. The Rum River network contributes an estimated 61 acre-feet of runoff, 19,764 pounds of TSS, and 63 pounds of TP annually to the Rum River.

The tables in the Project Ranking and Selection section (pages 14 - 17) summarize potential projects ranked by cost-effectiveness with respect to either TP or TSS. Potential projects are organized from most cost-effective to least based on pollutants removed.

Installation of projects in series will result in lower total treatment than the simple sum of treatment achieved by the individual projects due to treatment train effects. Reported treatment levels are dependent upon optimal site selection and sizing. More detail about each project can be found in the catchment profile pages of this report. Projects that were deemed unfeasible due to prohibitive size, number, or expense were not included in this report.

Document Organization

This document is organized into five sections, plus references and appendices. Each section is briefly discussed below.

Background

The background section provides a brief description of the landscape characteristics within the study area.

Analytical Process and Elements

The analytical process and elements section overviews the procedures that were followed when analyzing the subwatershed. It explains the processes of retrofit scoping, desktop analysis, field investigation, modeling, cost/treatment analysis, project ranking, and project selection. Refer to Appendix A for a detailed description of the modeling methods.

Project Ranking and Selection

The project ranking and selection section describes the methods and rationale for how projects were ranked. Local resource management professionals will be responsible to select and pursue projects, taking into consideration the many possible ways to prioritize projects. Several considerations in addition to project cost-effectiveness for prioritizing installation are included. Project funding opportunities may play a large role in project selection, design, and installation.

This section also ranks stormwater retrofit projects across all catchments to create a prioritized project list. The list is sorted by the amount of pollutant removed by each project over 30 years. The final cost per pound treatment value includes installation and maintenance costs over the estimated life of the project. If a practice's effective life was expected to be less than 30 years, rehabilitation or reinstallation costs were included in the cost estimate. There are many possible ways to prioritize projects, and the list provided in this report is merely a starting point.

BMP Descriptions

For each type of project included in this report, there is a description of the rationale for including that type of project, the modeling method employed, and the cost calculations used to estimate associated installation and maintenance expenses.

Catchment Profiles

The drainage areas targeted for this analysis were consolidated into 16 catchments distributed between two drainage networks and assigned unique identification numbers. For each catchment, the following information is detailed:

Drainage Network

Catchments were grouped into drainage networks based on their drainage to a common waterbody (i.e. Mississippi River or Rum River). The drainage networks were used to further subdivide the report to aid with organization and clarity.

Catchment Description

Within each catchment profile is a table that summarizes basic catchment information including acres, land cover, parcels, and estimated annual pollutant and volume loads under existing conditions. Existing conditions included notable stormwater treatment practices for which information was available from the City of Ramsey. Small, site-specific practices (e.g. rain-leader disconnect rain gardens) were not included in the existing conditions model. A brief description of the land cover, stormwater infrastructure, and any other important general information is also described in this section. Notable existing stormwater practices are explained and their estimated effectiveness presented.

Retrofit Recommendations

Retrofit recommendations are presented for each catchment and include a description of the proposed BMP, cost-effectiveness table including modeled volume and pollutant reductions, and an overview map showing the contributing drainage area for each BMP.

References

This section identifies various sources of information synthesized to produce the protocol used in this analysis.

Appendices

This section provides supplemental information and/or data used during the analysis.

Background

Many factors are considered when choosing which subwatersheds to analyze for stormwater retrofits. Water quality monitoring data, non-degradation report modeling, and TMDL studies are just a few of the resources available to help determine which water bodies are a priority. Stormwater retrofit analyses supported by a Local Government Unit with sufficient capacity (staff, funding, available GIS data, etc.) to greater facilitate the process also rank highly. For some communities a stormwater retrofit analysis complements their MS4 stormwater permit. The focus is always on a high priority waterbody.

The drainage areas studied for this analysis are located in the City of Ramsey and discharge to either the Mississippi or Rum Rivers. Those discharging to the Mississippi River are located along the southern boundary of Ramsey primarily between Ramsey Blvd. NW on the west and Tungsten St. NW on the east. The railroad tracks just north of US-10 serve as much of the northern boundary. The total area of the seven catchments that comprise the Mississippi River network is 320 acres. The nine catchments discharging to the Rum River are located on the eastern boundary of the City primarily between Alpine Dr. NW on the north and Bunker Lake Blvd. NW on the south. All catchments are primarily east of St. Francis Blvd. NW. The total area of the nine catchments that comprise the Rum River network is 128 acres.

These catchments were selected for analysis because they drain to high priority waterbodies, and existing treatment in many of the catchments was lacking. Therefore, stormwater retrofits may provide cost-effective options for additional treatment of runoff, thereby improving water quality in the Mississippi and Rum Rivers.

The catchments analyzed are urbanized. Development throughout the City of Ramsey has resulted in the installation of subsurface drainage systems (i.e. stormwater infrastructure) to convey stormwater runoff, which increased due to the coverage of impervious surfaces throughout the catchments. The runoff generated within the areas targeted for this analysis is still conveyed to the Mississippi and Rum Rivers, as it was historically. However, the runoff is now captured by catch basins and directed underground before being discharged to the Mississippi and Rum Rivers via stormwater pipe.

Stormwater runoff from impervious surfaces can carry a variety of pollutants. While stormwater treatment to remove these pollutants is adequate in some areas, other areas were built prior to modern-day stormwater treatment technologies and requirements. The City of Ramsey and LRRWMO contracted the ACD to complete this SRA for the purpose of identifying and analyzing projects to improve the quality of stormwater runoff to the Mississippi and Rum Rivers. Overall subwatershed loading of TP, TSS, and stormwater volume were estimated for selected drainage areas. Proposed retrofits were modeled to estimate each practice's capability for removing pollutants and reducing volume. Finally, each project was ranked based on the estimated cost-effectiveness of the project to reduce pollutants.

Analytical Process and Elements

This stormwater retrofit analysis is a watershed management tool to identify and prioritize potential stormwater retrofit projects by performance and cost-effectiveness. This process helps maximize the value of each dollar spent. The process used for this analysis is outlined in the following pages and was modified from the Center for Watershed Protection’s Urban Stormwater Retrofit Practices, Manuals 2 and 3 (Schueler & Kitchell, 2005 and Schueler et al. 2007). Locally relevant design considerations were also incorporated into the process (Technical Documents, Minnesota Stormwater Manual, 2014).

Scoping includes determining the objectives of the retrofits (volume reduction, target pollutant, etc.) and the level of treatment desired. It involves meeting with local stormwater managers, city staff and watershed management organization members to determine the issues in the subwatershed. This step also helps to define preferred retrofit treatment options and retrofit performance criteria. In order to create a manageable area to analyze in large subwatersheds, a focus area may be determined.

In this analysis, the focus areas were the contributing drainage areas to storm sewer outfalls directly into the Mississippi and Rum Rivers. More specifically, outfalls with limited existing treatment were selected. Included are areas of residential, commercial, industrial, and institutional land uses. Existing stormwater infrastructure maps and topography data were used to determine drainage boundaries for the 16 catchments included in this analysis.

The targeted pollutants for this study were TP and TSS, though volume was also estimated and reported. Volume of stormwater was tracked throughout this study because it is necessary for pollutant loading calculations and potential retrofit project considerations. Table 1 describes the target pollutants and their role in water quality degradation. Projects that effectively reduce loading of multiple target pollutants can provide greater immediate and long-term benefits.

Table 1: Target Pollutants

Target Pollutant	Description
Total Phosphorus (TP)	Phosphorus is a nutrient essential to plant growth and is commonly the factor that limits the growth of plants in surface water bodies. TP is a combination of particulate phosphorus (PP), which is bound to sediment and organic debris, and dissolved phosphorus (DP), which is in solution and readily available for plant growth (active).
Total Suspended Solids (TSS)	Very small mineral and organic particles that can be dispersed into the water column due to turbulent mixing. TSS loading can create turbid and cloudy water conditions and carry with it PP. As such, reductions in TSS will also result in TP reductions.
Volume	Higher runoff volumes and velocities can carry greater amounts of TSS to receiving water bodies. It can also exacerbate in-stream erosion, thereby increasing TSS loading. As such, reductions in volume may reduce TSS loading and, by extension, TP loading. However, in-stream erosion is not an issue in these catchments because stormwater is piped directly to the Mississippi and Rum Rivers.

Desktop analysis involves computer-based scanning of the subwatershed for potential retrofit catchments and/or specific sites. This step also identifies areas that don’t need to be analyzed because of existing stormwater infrastructure or disconnection from the target water body. Accurate GIS data are extremely valuable in conducting the desktop retrofit analysis. Some of the most important GIS

layers include: 2-foot or finer topography (Light Detection and Ranging [LiDAR] was used for this analysis), surface hydrology, soils, watershed/subwatershed boundaries, parcel boundaries, high-resolution aerial photography and the stormwater drainage infrastructure (with invert elevations).

Field investigation is conducted after potential retrofits are identified in the desktop analysis to evaluate each site and identify additional opportunities. During the investigation, the drainage area and surface stormwater infrastructure mapping data were verified. Site constraints were assessed to determine the most feasible retrofit options as well as eliminate sites from consideration. The field investigation may have also revealed additional retrofit opportunities that could have gone unnoticed during the desktop search.

Modeling involves assessing multiple scenarios to estimate pollutant loading and potential reductions by proposed retrofits. WinSLAMM (version 10.2.0), which allows routing of multiple catchments and stormwater treatment practices, was used for this analysis. This is important for estimating treatment train effects associated with multiple BMPs in series. Furthermore, it allows for estimation of volume and pollutant loading at the outfall point to the waterbody, which is the primary point of interest in this type of study.

WinSLAMM estimates volume and pollutant loading based on acreage, land use, and soils information. Therefore, the volume and pollutant estimates in this report are not waste load allocations, nor does this report serve as a TMDL for the study area. The WinSLAMM model was not calibrated and was only used as an estimation tool to provide relative ranking across potential retrofit projects. Soils throughout the study area were predominantly sandy based on the information available in the Anoka County soil survey. Specific model inputs (e.g. pollutant probability distribution, runoff coefficient, particulate solids concentration, particle residue delivery, and street delivery files) are detailed in Appendix A.

The initial step was to create a “base” model which estimates pollutant loading from each catchment in its present-day state without taking into consideration any existing stormwater treatment. To accurately model the land uses in each catchment, drainage area delineations were completed using the watershed delineation tool in ArcSWAT. The drainage areas were then consolidated into catchments using geographic information systems (specifically, ArcGIS). Land use data (based on 2010 Metropolitan Council land use file) were used to calculate acreages of each land use type within each catchment. Each land use polygon classification was compared with 2014 aerial photography and corrected if land use had changed since 2010. This process addressed recent development throughout the study area by reclassifying land use types accordingly. Soil types throughout the subwatershed were modeled as sand and silt in this analysis based on the information available in the Anoka County soil survey. This process resulted in a model that included estimates of the acreage of each type of source area (roof, road, lawn, etc.) in each catchment.

Once the “base” model was established, an “existing conditions” model was created by incorporating notable existing stormwater treatment practices in the catchment for which data were available from the City of Ramsey (Figure 1 and Figure 2). For example, street cleaning with mechanical or vacuum street sweepers, stormwater treatment ponds, and others were included in the “existing conditions” model if information was available.

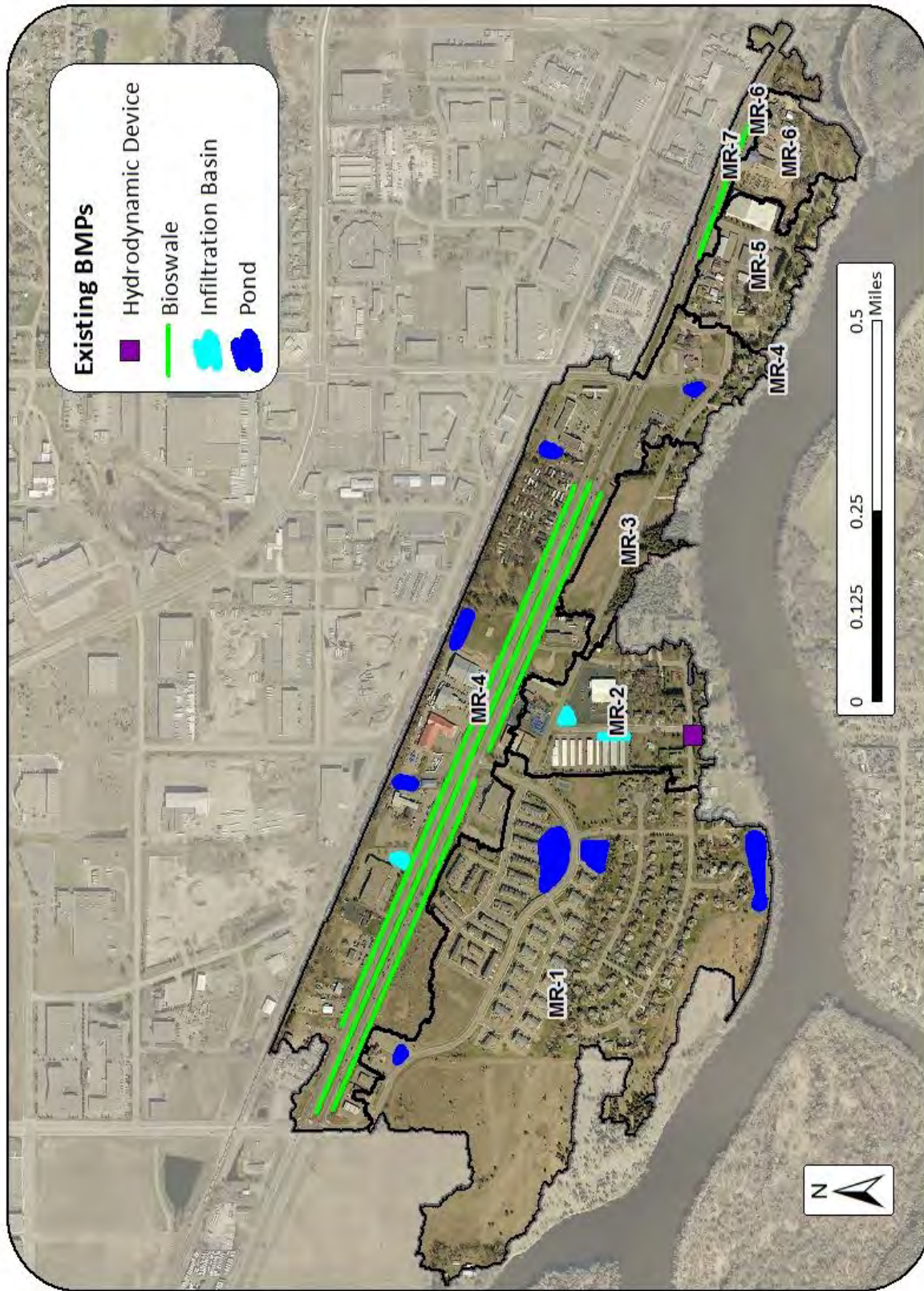


Figure 1: Mississippi River network-wide map showing existing BMPs included in the WinSLAMM model. Street sweeping is not shown on the map but was included where applicable in catchments within the network.



Figure 2: Rum River network-wide map showing existing BMPs included in the WinSLAMM model. Street sweeping is not shown on the map but was included where applicable in catchments within the network.

Finally, each proposed stormwater retrofit practice was added individually to the “existing conditions” model and pollutant reductions were estimated. Because neither a detailed design of each practice nor in-depth site investigation was completed, a generalized design for each practice was used. Whenever possible, site-specific parameters were included. Design parameters were modified to obtain various levels of treatment. It is worth noting that each practice was modeled individually, and the benefits of projects may not be additive, especially if serving the same area (i.e. treatment train effects). Reported treatment levels are dependent upon optimal site selection and sizing. Additional information on the WinSLAMM models can be found in Appendix A.

Cost estimating is essential for the comparison and ranking of projects, development of work plans, and pursuit of grants and other funds. All estimates were developed using 2016 dollars. Costs throughout this report were estimated using a multitude of sources. Costs were derived from The Center for Watershed Protection’s Urban Subwatershed Restoration Manuals (Schueler & Kitchell, 2005 and Schueler et al. 2007) and recent installation costs and cost estimates provided to the ACD by personal contacts. Cost estimates were annualized costs that incorporated the elements listed below over a 30-year period.

Project promotion and administration includes local staff efforts to reach out to landowners, administer related grants, and complete necessary administrative tasks.

Design includes site surveying, engineering, and construction oversight.

Land or easement acquisition cover the cost of purchasing property or the cost of obtaining necessary utility and access easements from landowners.

Construction calculations are project specific and may include all or some of the following; grading, erosion control, vegetation management, structures, mobilization, traffic control, equipment, soil disposal, and rock or other materials.

Maintenance includes annual inspections and minor site remediation such as vegetation management, structural outlet repair and cleaning, and washout repair.

In cases where promotion to landowners is important, such as rain gardens, those costs were included as well. In cases where multiple, similar projects are proposed in the same locality, promotion and administration costs were estimated using a non-linear relationship that accounted for savings with scale. Design assistance from an engineer is assumed for practices in-line with the stormwater conveyance system, involving complex stormwater treatment interactions, or posing a risk for upstream flooding. It should be understood that no site-specific construction investigations were done as part of this stormwater retrofit analysis, and therefore cost estimates account for only general site considerations.

Project ranking is essential to identify which projects may be pursued to achieve water quality goals. Project ranking tables are presented based on cost per pound of TP removed and cost per 1,000 pounds of TSS removed.

Project selection involves considerations other than project ranking, including but not limited to total cost, treatment train effects, social acceptability, and political feasibility.

Project Ranking and Selection

The intent of this analysis is to provide the information necessary to enable local natural resource managers to successfully secure funding for the most cost-effective projects to achieve water quality goals. This analysis ranks potential projects by cost-effectiveness to facilitate project selection. There are many possible ways to prioritize projects, and the list provided in this report is merely a starting point. Local resource management professionals will be responsible to select projects to pursue. Several considerations in addition to project cost-effectiveness for prioritizing installation are included.

Project Ranking

If all identified practices were installed (Figure 3 and Figure 4), significant pollution reduction could be accomplished. However, funding limitations and landowner interest will be a limiting factor in implementation. The tables on the following pages rank all modeled projects by cost-effectiveness. Tables were separated by drainage network (i.e. Mississippi River or Rum River), and projects were ranked in two ways:

- 1) Cost per pound of total phosphorus removed (Table 2 and Table 4) and
- 2) Cost per 1,000 pounds of total suspended solids removed (Table 3 and Table 5).

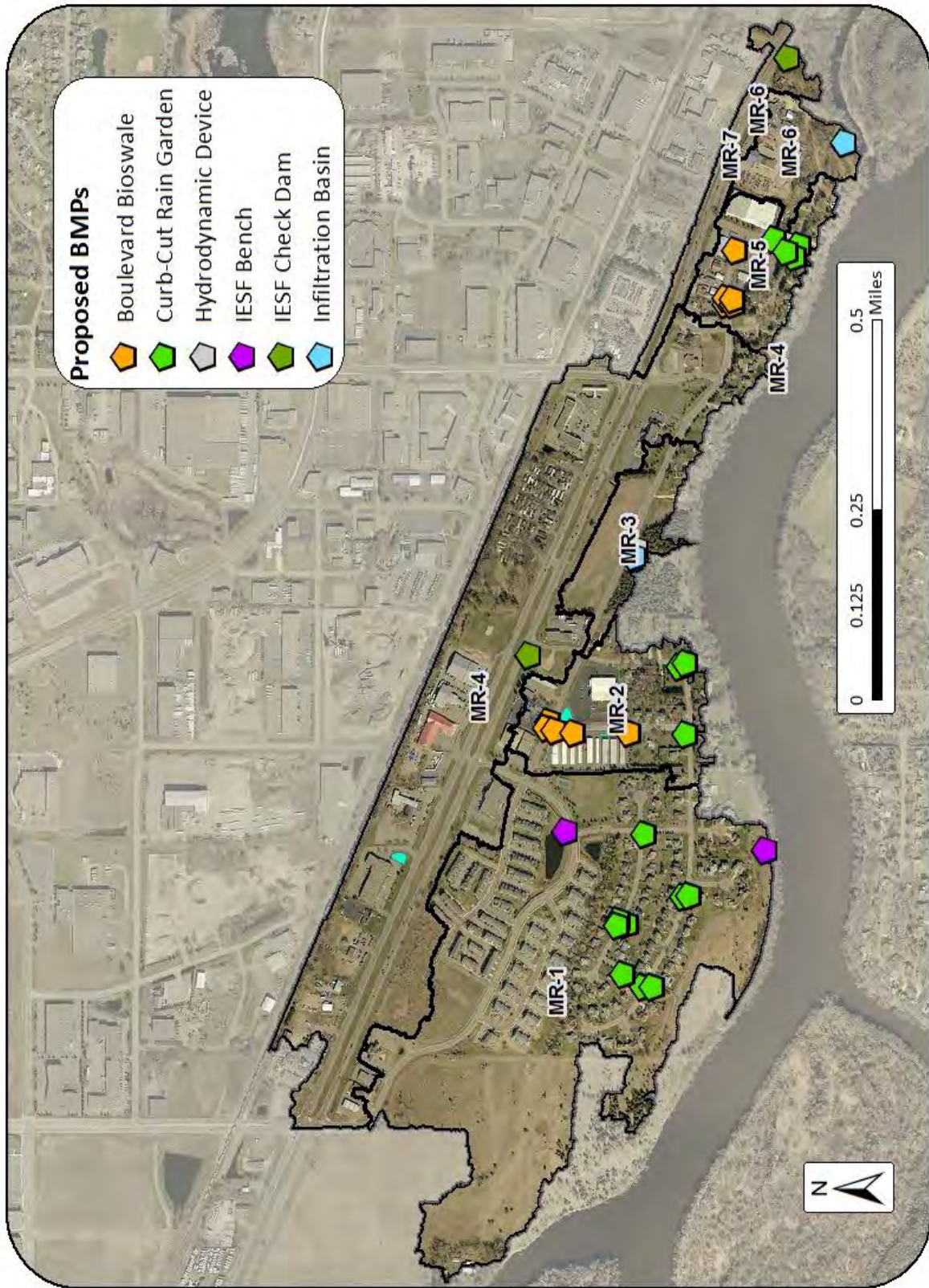


Figure 3: Mississippi River network-wide map showing all proposed retrofits.

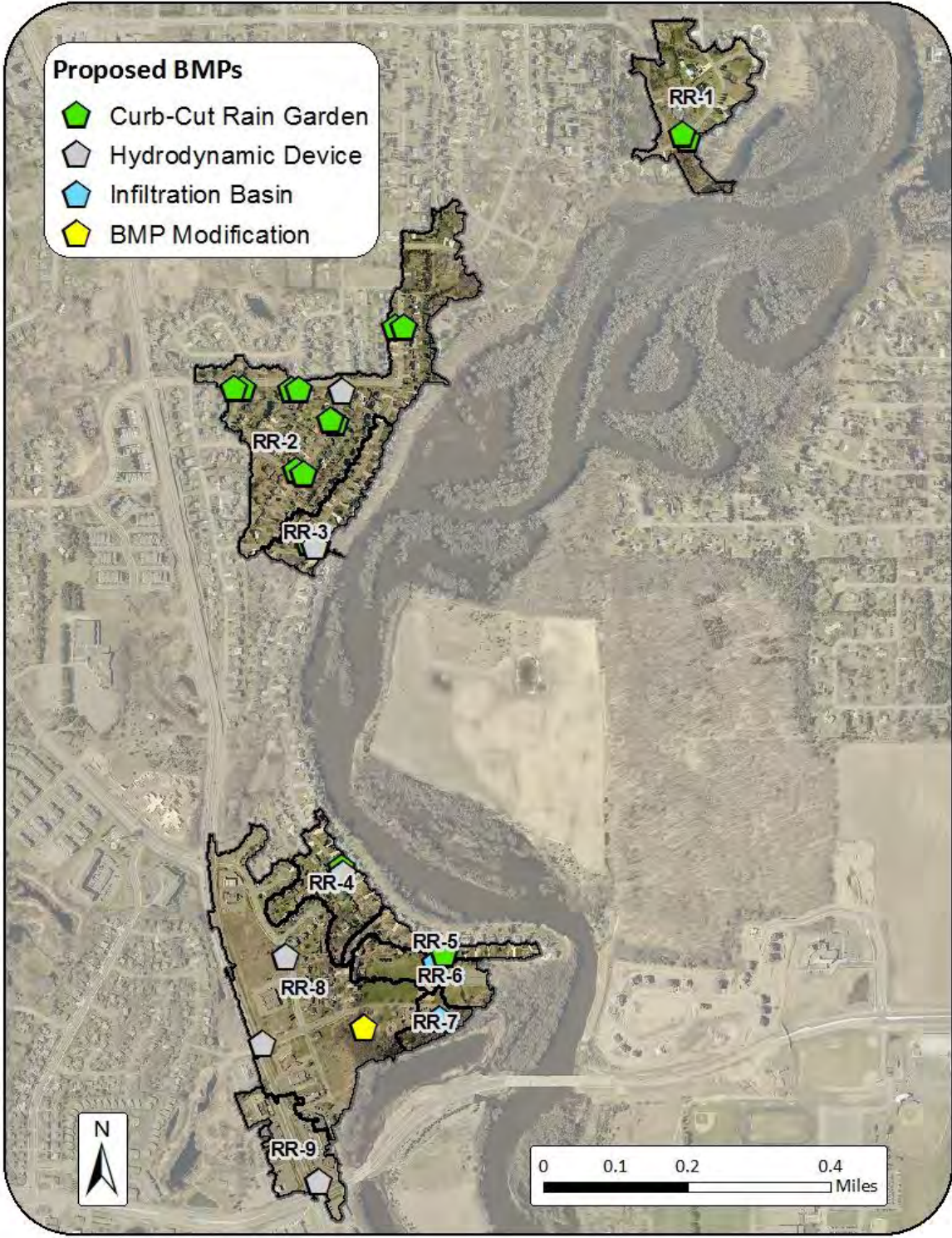


Figure 4: Rum River network-wide map showing all proposed retrofits.

Table 2: Mississippi River Network. Cost-effectiveness of retrofits with respect to TP reduction. TSS and volume reductions are also shown. For more information on each project refer to either the Catchment Profile or BMP Descriptions pages in this report. Volume and pollutant reduction benefits cannot be summed with other projects that provide treatment for the same source area.

Project Rank	Project ID	Page Number	Retrofit Type	Retrofit Location	Catchment	TP Reduction (lb/yr)	TSS Reduction (lb/yr)	Volume Reduction (ac-ft/yr)	Probable Project Cost	Estimated Annual Operations & Maintenance	Estimated cost/lb-TP/year (30-year) ¹
1	MR6-A	57	Infiltration Basin	Southeastern Portion of MR6	MR6	3.6 - 4.9	2,110 - 2,836	3.8 - 5.4	\$43,796 - \$83,796	\$225	\$468 - \$616
2	MR3-A	44	Infiltration Basin	Riverdale Dr.	MR3	2.5 - 3.0	867-1,034	2.2-2.7	\$33,796 - \$53,796	\$225	\$541 - \$673
3	MRS-A	52	Curb-Cut Rain Garden	Tungsten St. and Rivilyn Ave.	MRS	0.4-0.5	155-249	0.4-0.6	\$8,982	\$225	\$1,049 - \$1,311
4	MR1-C	36	IESF Bench	Hematite Cir. and Garnet St.	MR1	7.6	0	0.0	\$235,035	\$1,377	\$1,212
5	MR2-A	40	Curb-Cut Rain Garden	Ebony St. and 137th Ave.	MR2	0.4-1.2	112-336	0.3-0.9	\$8,982 - \$26,946	\$225 - \$675	\$1,311
6	MR1-A	34	Curb-Cut Rain Garden	Various locations in MR1	MR1	0.8-2.3	166-493	1.5-3.3	\$32,348 - \$81,860	\$675 - \$2,025	\$2,033 - \$2,192
7	MR1-B	35	IESF Bench	Feldspar St. and Garnet St.	MR1	2.4	0	0.0	\$143,475	\$459	\$2,202
8	MRS-B	53	Boulevard Bioswales	Riverdale Dr.	MRS	0.1	61	0.1	\$8,526	\$225	\$2,603
9	MR2-B	41	Boulevard Bioswales	Riverdale Dr. and Ebony St.	MR2	0.1	61	0.1	\$8,526	\$225	\$3,395
10	MR7-A	60	IESF Check Dam	US-10	MR7	0.2	15	0.0	\$15,448	\$365	\$4,526
11	MR4-A	49	IESF Check Dam	US-10	MR4	0.2	15	0.0	\$15,448	\$365	\$4,549
12	MRS-C	54	Hydrodynamic Device	Tungsten St. and Rivilyn Ave.	MRS	0.9	682	0.0	\$109,752	\$630	\$4,765
13	MR3-B	45	Hydrodynamic Device	Riverdale Dr.	MR3	0.4	211	0.0	\$109,752	\$630	\$10,721

¹ [(Probable Project Cost) + 30*(Annual O&M)] / [30*(Annual TP Reduction)]

Table 3: Mississippi River Network. Cost-effectiveness of retrofits with respect to TSS reduction. TP and volume reductions are also shown. For more information on each project refer to either the Catchment Profile or BMP Descriptions pages in this report. Volume and pollutant reduction benefits cannot be summed with other projects that provide treatment for the same source area.

Project Rank	Project ID	Page Number	Retrofit Type	Retrofit Location	Catchment	TP Reduction (lb/yr)	TSS Reduction (lb/yr)	Volume Reduction (ac-ft/yr)	Probable Project Cost	Estimated Annual Operations & Maintenance	Estimated cost/1,000lb-TSS/year (30-year) ¹
1	MR6-A	57	Infiltration Basin	Southeastern Portion of MR6	MR6	3.6 - 4.9	2,110 - 2,836	3.8 - 5.4	\$43,796 - \$83,796	\$225	\$799 - \$1,064
2	MR3-A	44	Infiltration Basin	Riverdale Dr.	MR3	2.5 - 3.0	867-1,034	2.2-2.7	\$33,796 - \$53,796	\$225	\$1,559 - \$1,952
3	MR5-A	52	Curb-Cut Rain Garden	Tungsten St. and Rivlyn Ave.	MR5	0.4-0.5	155-249	0.4-0.6	\$8,982	\$225	\$2,106 - \$3,383
4	MR2-A	40	Curb-Cut Rain Garden	Ebony St. and 137th Ave.	MR2	0.4-1.2	112-336	0.3-0.9	\$8,982 - \$26,946	\$225 - \$675	\$4,682
5	MR5-B	53	Boulevard Bioswales	Riverdale Dr.	MR5	0.1	61	0.1	\$8,526	\$225	\$4,839
6	MR5-C	54	Hydrodynamic Device	Tungsten St. and Rivlyn Ave.	MR5	0.9	682	0.0	\$109,752	\$630	\$6,288
7	MR2-B	41	Boulevard Bioswales	Riverdale Dr. and Ebony St.	MR2	0.1	61	0.1	\$8,526	\$225	\$8,526
8	MR1-A	34	Curb-Cut Rain Garden	Various locations in MR1	MR1	0.8-2.3	166-493	1.5-3.3	\$32,348 - \$81,860	\$675 - \$2,025	\$9,642 - \$10,562
9	MR3-B	45	Hydrodynamic Device	Riverdale Dr.	MR3	0.4	211	0.0	\$109,752	\$630	\$20,324
10	MR7-A	60	IESF Check Dam	US-10	MR7	0.2	15	0.0	\$15,448	\$365	\$58,662
11	MR4-A	49	IESF Check Dam	US-10	MR4	0.2	15	0.0	\$15,448	\$365	\$59,056
13	MR1-B	35	IESF Bench	Feldspar St. and Garnet St.	MR1	2.4	0	0.0	\$143,475	\$459	N/A
13	MR1-C	36	IESF Bench	Hematite Cir. and Garnet St.	MR1	7.6	0	0.0	\$235,035	\$1,377	N/A

¹ [(Probable Project Cost) + 30*(Annual O&M)] / [30*(Annual TSS Reduction/1,000)]

Table 4: Rum River Network. Cost-effectiveness of retrofits with respect to TP reduction. TSS and volume reductions are also shown. For more information on each project refer to either the Catchment Profile or BMP Descriptions pages in this report. Volume and pollutant reduction benefits cannot be summed with other projects that provide treatment for the same source area.

Project Rank	Project ID	Page Number	Retrofit Type	Retrofit Location	Catchment	TP Reduction (lb/yr)	TSS Reduction (lb/yr)	Volume Reduction (ac-ft/yr)	Probable Project Cost	Estimated Annual Operations & Maintenance	Estimated cost/lb-TP/year (30-year) ¹
1	RR6-A	83	Infiltration Basin	142nd LN.	RR6	4.2 - 4.8	1,139 - 1,267	2.6 - 2.9	\$63,796 - \$83,796	\$225	\$560 - \$629
2	RR3-A	71	Curb-Cut Rain Garden	Waco St.	RR3	0.6 - 0.7	188 - 204	0.5	\$8,982	\$225	\$749 - \$874
3	RR8-A	89	Pond Modification	Rivers Bend Park	RR8	7.7	3,672	0.2	\$140,840 - \$215,840	\$900	\$779 - \$1,203
4	RR1-A	64	Curb-Cut Rain Garden	Oneida St.	RR1	0.4 - 0.5	111 - 118	0.6 - 0.7	\$8,982	\$225	\$1,049 - \$1,311
4	RR4-A	75	Curb-Cut Rain Garden	Waco St.	RR4	0.4 - 0.5	122 - 155	0.3 - 0.4	\$8,982	\$225	\$1,049 - \$1,311
6	RR2-A	67	Curb-Cut Rain Garden	Various locations in RR2	RR2	0.5 - 5.0	155 - 1,551	0.4 - 3.8	\$15,844 - \$90,112	\$225 - \$2,250	\$1,051 - \$1,506
7	RR5-A	79	Curb-Cut Rain Garden	142nd LN.	RR5	0.37 - 0.43	110 - 129	0.26 - 0.30	\$8,982	\$225	\$1,220 - \$1,417
8	RR7-A	86	Infiltration Basin	Rivers Bend Park Parking Lot	RR7	0.20 - 0.32	59 - 72	0.12 - 0.15	\$7,796 - \$9,796	\$225	\$1,724 - \$2,424
9	RR9-A	94	Hydrodynamic Device	St. Francis Blvd. and Bunker Lake Blvd.	RR9	0.7	364	0.0	\$55,752	\$630	\$3,555
10	RR4-B	76	Hydrodynamic Device	Waco St.	RR4	0.5	200	0.0	\$55,752	\$630	\$4,977
11	RR5-B	80	Hydrodynamic Device	142nd LN.	RR5	0.3	111	0.0	\$28,752	\$630	\$5,295
12	RR2-B	68	Hydrodynamic Device	Xkimo St.	RR2	0.8	322	0.0	\$109,752	\$630	\$5,361
13	RR3-B	72	Hydrodynamic Device	Waco St.	RR3	0.4	167	0.0	\$55,752	\$630	\$6,221
14	RR8-B	90	Hydrodynamic Device	142nd Ave.	RR8	0.2	108	0.0	\$28,752	\$630	\$7,942
15	RR8-C	91	Hydrodynamic Device	Xkimo St.	RR8	0.5	220	0.0	\$109,752	\$630	\$8,577

¹ [(Probable Project Cost) + 30*(Annual O&M)] / [30*(Annual TP Reduction)]

Table 5: Rum River Network. Cost-effectiveness of retrofits with respect to TSS reduction. TP and volume reductions are also shown. For more information on each project refer to either the Catchment Profile or BMP Descriptions pages in this report. Volume and pollutant reduction benefits cannot be summed with other projects that provide treatment for the same source area.

Project Rank	Project ID	Page Number	Retrofit Type	Retrofit Location	Catchment	TP Reduction (lb/yr)	TSS Reduction (lb/yr)	Volume Reduction (ac-ft/yr)	Probable Project Cost	Estimated Annual Operations & Maintenance	Estimated cost/1,000lb-TSS/year (30-year) ¹
1	RR8-A	89	Pond Modification	Rivers Bend Park	RR8	7.7	3,672	0.2	\$140,840 - \$215,840	\$900	\$1,633 - \$2,522
2	RR6-A	83	Infiltration Basin	142nd LN.	RR6	4.2 - 4.8	1,139 - 1,267	2.6 - 2.9	\$63,796 - \$83,796	\$225	\$2,065 - \$2,382
3	RR4-A	75	Curb-Cut Rain Garden	Waco St.	RR4	0.4 - 0.5	122 - 155	0.3 - 0.4	\$8,982	\$225	\$3,383 - \$4,298
4	RR2-A	67	Curb-Cut Rain Garden	Various locations in RR2	RR2	0.5 - 5.0	155 - 1,551	0.4 - 3.8	\$15,844 - \$90,112	\$225 - \$2,250	\$3,387 - \$4,859
5	RR3-A	71	Curb-Cut Rain Garden	Waco St.	RR3	0.6 - 0.7	188 - 204	0.5	\$15,844	\$225	\$3,692 - \$4,006
6	RR5-A	79	Curb-Cut Rain Garden	142nd LN.	RR5	0.37 - 0.43	110 - 129	0.26 - 0.30	\$8,982	\$225	\$4,065 - \$4,767
7	RR1-A	64	Curb-Cut Rain Garden	Oneida St.	RR1	0.4 - 0.5	111 - 118	0.6 - 0.7	\$8,982	\$225	\$4,444 - \$4,724
8	RR9-A	94	Hydrodynamic Device	St. Francis Blvd. and Bunker Lake Blvd.	RR9	0.7	364	0.0	\$55,752	\$630	\$6,836
9	RR7-A	86	Infiltration Basin	Rivers Bend Park Parking Lot	RR7	0.20 - 0.32	59 - 72	0.12 - 0.15	\$7,796 - \$9,796	\$225	\$7,660 - \$8,218
10	RR4-B	76	Hydrodynamic Device	Waco St.	RR4	0.5	200	0.0	\$55,752	\$630	\$12,442
11	RR2-B	68	Hydrodynamic Device	Xkimo St.	RR2	0.8	322	0.0	\$109,752	\$630	\$13,318
12	RR5-B	80	Hydrodynamic Device	142nd LN.	RR5	0.3	111	0.0	\$28,752	\$630	\$14,310
13	RR8-B	90	Hydrodynamic Device	142nd Ave.	RR8	0.2	108	0.0	\$28,752	\$630	\$14,707
14	RR3-B	72	Hydrodynamic Device	Waco St.	RR3	0.4	167	0.0	\$55,752	\$630	\$14,901
15	RR8-C	91	Hydrodynamic Device	Xkimo St.	RR8	0.5	220	0.0	\$109,752	\$630	\$19,493

¹ [(Probable Project Cost) + 30*(Annual O&M)] / [30*(Annual TSS Reduction/1,000)]

Project Selection

The combination of projects selected for pursuit could strive to achieve TP and/or TSS reductions in the most cost-effective manner possible. Several other factors affecting project installation decisions should be weighed by resource managers when selecting projects to pursue. These factors include but are not limited to the following:

- Total project costs
- Cumulative treatment
- Availability of funding
- Economies of scale
- Landowner willingness
- Project combinations with treatment train effects
- Non-target pollutant reductions
- Timing coordination with other projects to achieve cost savings
- Stakeholder input
- Number of parcels (landowners) involved
- Project visibility
- Educational value
- Long-term impacts on property values and public infrastructure

BMP Descriptions

BMP types proposed throughout the target areas are detailed in this section. This was done to reduce duplicative reporting. For each BMP type, the method of modeling, assumptions made, and cost estimate considerations are described.

BMPs were proposed for a specific site within the research area. Each of these projects, including site location, size, and estimated cost and pollutant reduction potential are noted in detail in the Catchment Profiles section. Project types included in the following sections are:

- Bioretention
 - Curb-cut Rain Garden
 - Boulevard Bioswale
 - Infiltration Basin
- Hydrodynamic Device
- Iron-Enhanced Sand Filter Pond Bench
- Iron-Enhanced Sand Filter Check Dam
- Modification to an Existing Pond

Bioretention

Bioretention is a BMP that uses soil and vegetation to treat stormwater runoff from roads, driveways, roof tops, and other impervious surfaces. Differing levels of volume and/or pollutant reductions can be achieved depending on the type of bioretention selected.

Bioretention can function as either filtration (biofiltration) or infiltration (bioinfiltration). Biofiltration BMPs are designed with a buried perforated drain tile that allows water in the basin to discharge to the stormwater drainage system after having been filtered through the soil. Bioinfiltration BMPs have no underdrain, ensuring that all water that enters the basins will either infiltrate into the soil or be evapotranspired into the air. Bioinfiltration provides 100% retention and treatment of captured stormwater, whereas biofiltration basins provide excellent removal of particulate contaminants but limited removal of dissolved contaminants, such as DP (Table 6).

Table 6: Matrix describing curb-cut rain garden efficacy for pollutant removal based on type.

Curb-cut Rain Garden Type	TSS Removal	PP Removal	DP Removal	Volume Reduction	Size of Area Treated	Site Selection and Design Notes
Bioinfiltration	High	High	High	High	High	Optimal sites are low enough in the landscape to capture most of the watershed but high enough to ensure adequate separation from the water table for treatment purposes. Higher soil infiltration rates allow for deeper basins and may eliminate the need for underdrains.
Biofiltration	High	Moderate	Low	Low	High	

The treatment efficacy of a particular bioretention project depends on many factors, including but not limited to the pollutant of concern, the quality of water entering the project, the intensity and duration of storm events, project size, position of the project in the landscape, existing downstream treatment, soil and vegetation characteristics, and project type (i.e. bioinfiltration or biofiltration). Optimally, new bioretention will capture water that would otherwise discharge into a priority waterbody untreated.

The volume and pollutant removal potential of each bioretention practice was estimated using WinSLAMM. In order to calculate cost-benefit, the cost of each project had to be estimated. To fully estimate the cost of project installation, labor costs for project outreach and promotion, project design, project administration, and project maintenance over the anticipated life of the practice were considered in addition to actual construction costs. If multiple projects were installed, cost savings could be achieved on the administration and promotion costs (and possibly the construction costs for a large and competitive bid).

Please note infiltration examples included in this section would require site specific investigations to verify soils are appropriate for infiltration.

Curb-cut Rain Gardens

Curb-cut rain gardens capture stormwater that is in roadside gutters and redirect it into shallow roadside basins. These curb-cut rain gardens can provide treatment for impervious surface runoff from one to many properties and can be located anywhere sufficient space is available. Because curb-cut rain gardens capture water that is already part of the stormwater drainage system, they are more likely to provide higher benefits. Generally, curb-cut rain gardens were proposed in areas without sufficient existing stormwater treatment and located immediately up-gradient of a catch basin serving a large drainage area. Bioinfiltration was solely proposed (as opposed to biofiltration) as the available soil information suggested infiltration rates could be sufficient to allow complete draw-down within 24-48 hours following a storm event (Figure 5).

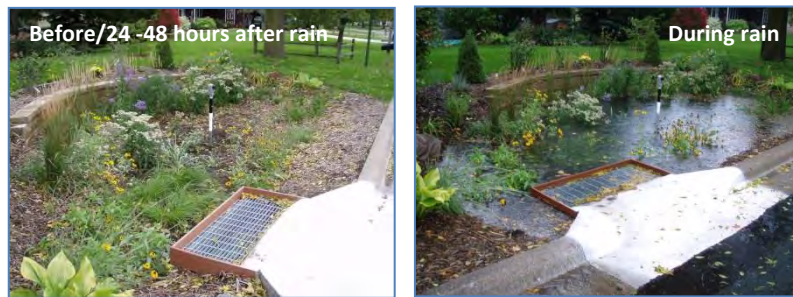


Figure 5: Rain garden before/after and during a rainfall event

All curb-cut rain gardens were presumed to have a 12” ponding depth, pretreatment, mulch, and perennial ornamental and native plants. The useful life of the project was assumed to be 30 years and so all costs are amortized over that time period. Additional costs were included for rehabilitation of the garden at years 10 and 20. Annual maintenance was assumed to be completed by the landowner of the property at which the rain garden could be installed.

Boulevard Bioswale (NSS-E1)

One option for retrofitting a stormwater BMP within an existing boulevard is a bioswale. This practice is similar to the boulevard rain garden in its orientation and size. Bioswales typically range from 5-30’ in length, house a rich native plant community, and are installed between the existing sidewalk and roadway curb (Figure 6). Unlike rain gardens, these practices are typically much shallower (1-3” in depth) and have a curb-cut inlet and outlet (Figure 6). Although many rain gardens have outlets in the form of underdrains or risers, the bioswale outlet allows for a



Figure 6: Right-of-way bioswale installed in New York City (NYC Environmental Protection, 2013)

nearly continuous flow of stormwater through the practice. Although some infiltration does occur, the primary form of treatment is the settling of pollutants as stormwater flows through the dense plant community.

This practice was modeled to estimate the pollutant reduction capacity for TSS, TP, and stormwater volume in medium density residential drainage areas ranging from 0.25 to 4 acres (Table 7). A 20' long (parallel to roadway), 4' wide (perpendicular to roadway), and 3" deep bioswale was modeled with an infiltration rate of 2.5"/hour. No underdrain was modeled with this practice as they are designed to be flow-through systems with limited ponding ($\leq 3''$). Additional model inputs are noted in Appendix A.

Table 7: WinSLAMM model results for the boulevard bioswale with a 2.5"/hour infiltration rate.

Drainage Area (acres)	Standard Boulevard Bioswale					
	TP Removal		TSS Removal		Volume Removal	
	lbs-TP	%	lbs-TSS	%	ac-ft	%
0.25	0.07	33.3%	43	38.0%	0.058	21.9%
0.5	0.09	23.7%	61	28.3%	0.067	12.6%
1	0.08	13.0%	53	15.6%	0.074	7.0%
2	0.07	8.0%	45	9.8%	0.082	3.8%
3	0.08	6.8%	47	8.6%	0.087	2.7%
4	0.08	6.2%	48	8.0%	0.09	2.1%

Infiltration Basin

Infiltration basins function identically to the curb-cut rain gardens previously described in this bioretention section. However, these basins are proposed in locations where a large amount of space is available. This presents an opportunity to construct a large-scale (i.e. > 500 sq-ft.) infiltration basin. This would allow stormwater runoff to fill the basin and be filtered by the soil and vegetation.

Probable project cost includes installation of the project as well as promotion, administrative, and design costs, all in 2016 dollars. A reduced construction cost (i.e. \$15 to \$20 per ft.²) relative to other bioretention practices was proposed for the infiltration basin because of assumed cost savings with a larger project. Furthermore, the large open spaces available at each of the proposed project locations could allow the basins to be constructed without retaining walls, which would result in a significant cost savings. Maintenance was assumed to be completed by city public works crews. Maintenance costs were also included for rehabilitation of the basin every 10 years for the life of the project.

Hydrodynamic Devices

In heavily urbanized settings stormwater is immediately intercepted along roadway catch basins and conveyed rapidly via storm sewer pipes to its destination. Once stormwater is intercepted by catch basins, it can be very difficult to supply treatment without large end-of-pipe projects such as regional ponds. One of the possible solutions is the hydrodynamic device (Figure 7). These are installed in-line with the existing storm sewer network and can provide treatment for up to 10-15 acres of upland drainage. This practice applies some form of filtration, settling, or hydrodynamic separation to remove coarse sediment, litter, oil, and grease. These devices are particularly useful in small but highly urbanized drainage areas and can be used as pretreatment for other downstream stormwater BMPs.

Each device's pollutant removal potential was estimated using WinSLAMM. Devices were sized based on upstream drainage area to ensure peak flow does not exceed each device's design guidelines. For this analysis, Downstream Defender devices were modeled based on available information and to maintain continuity across other SRAs. Devices were proposed along particular storm sewer lines and often just upstream of intersections with another, larger line. Model results assume the device is receiving input from all nearby catch basins noted.

In order to calculate cost-benefit, the cost of each project had to be estimated. To fully estimate the cost of project installation, labor costs for project outreach, promotion, design, administration, and maintenance over the anticipated life of the practice were considered in addition to actual construction costs. Load reduction estimates for these projects are noted in the Catchment Profiles section.

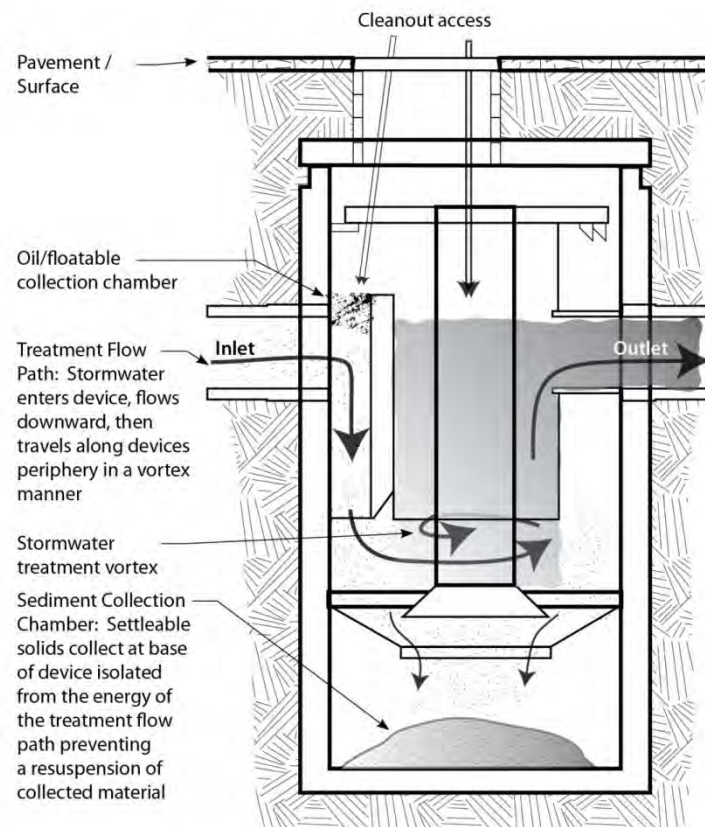


Figure 7: Schematic of a typical hydrodynamic device

Iron-Enhanced Sand Filter Pond Bench

Wet retention ponds, although very effective in treating stormwater for suspended sediment and nutrients bound to sediment, have shown a limited ability at retaining dissolved species of nutrients. This is most notable for phosphorus, which easily adsorbs to sediment when in particulate form. Median values for pollutant removal percentage by wet retention ponds are 84% for TSS and 50% for TP (MN Stormwater Manual). For the case of phosphorus, dissolved species typically constitute 40-50% of TP in urban stream systems, but only 34% (median efficiency; Weiss et al., 2005) of dissolved phosphorus is treated by the pond. Thus, a majority of the phosphorus escaping wet retention ponds is in dissolved form. This has important effects downstream as dissolved phosphorus is a readily available nutrient for algal uptake in waterbodies and can be a main cause for nutrient eutrophication.

To address this deficiency, researchers at the University of Minnesota developed a method to augment phosphorus retention within a sand filter. They've named this technology the "Iron Enhanced Sand Filter (IESF; Figure 8)". Locally, this practice has also gone by the name "Minnesota Filter." IESFs rely on the properties of iron to bind dissolved phosphorus as it passes through an iron rich medium. Depending on topographic characteristics of the installation sites, IESFs can rely on gravitational flow and natural water level fluctuation, or water pumping to hydrate the IESF. IESFs must be designed to prevent anoxic conditions in the filter medium because such conditions will release the bound phosphorus. Because IESFs are intended to remove dissolved phosphorus and not organic phosphorus, they are typically constructed just downstream of stormwater ponds, minimizing the amount of suspended solids that could compromise their efficacy and drastically increase maintenance. As an alternative to an IESF, a ferric-chloride injection system could be installed to bind dissolved phosphorus into a flocculent, which would settle in the bottom of the new pond.

Figure 8 shows an IESF that is installed at an elevation slightly above the normal water level of the pond so that following a storm event the increase in depth of the pond would be first diverted to the IESF. The filter would have drain tile installed along the base of the trench and would outlet downstream of the current pond outlet. Large storm events that overwhelm the IESF's capacity would exit the pond via the existing outlet.

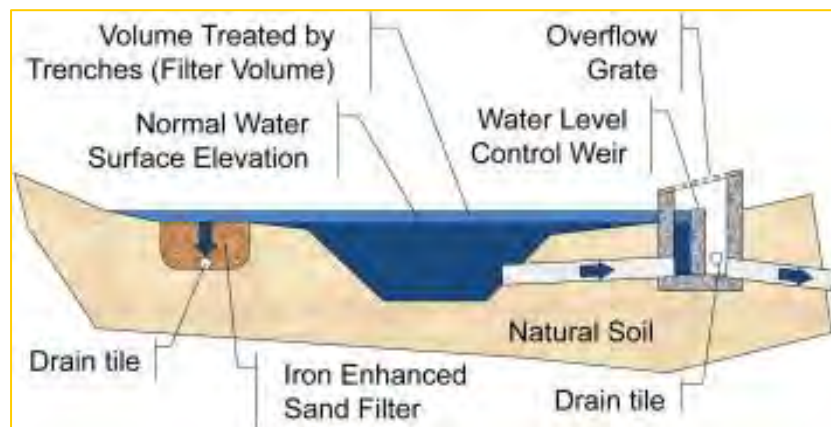


Figure 8: Iron Enhanced Sand Filter Concept (Erickson & Gulliver, 2010)

Benefits for stormwater ponds were modeled utilizing WinSLAMM. After selecting an optimal pond configuration in terms of cost-benefit, or by using the existing pond configuration if no updates are needed, modeling for an IESF was also completed in WinSLAMM. WinSLAMM is able to calculate flow through constructed features such as rain gardens with underdrains, soil amendments, and controlled overflow elevations. An IESF works much the same way. Storm event based discharge volumes and phosphorus concentrations estimated by WinSLAMM at the pond outlet were entered into WinSLAMM

as inputs into the IESF. Various iterations of IESFs were modeled to identify an optimal treatment level compared to construction costs and space available. A detailed account of the methodologies used is included in Appendix A.

To account for the DP treated by the IESF, an additional 80% DP removal was assumed for each IESF in addition to any removal by the pond. This value is based on laboratory and field tests performed by the University of Minnesota (Erickson & Gulliver, 2010) and assumes only removal of DP species within the device. Load reduction estimates for these projects are noted in the Catchment Profiles sections.

In order to calculate cost-benefit, the cost of each project had to be estimated. IESF projects were assumed to involve some excavation and disposal of soil, land acquisition (if necessary), erosion control, and vegetation management. Additionally, project engineering, promotion, administration, construction oversight, and long-term maintenance had to be considered in order to capture the true cost of the effort. Annual maintenance costs were estimated to be \$10,000 per acre of IESF based on information received from local, private consulting firms.

Iron Enhanced Sand Filter Check Dam

Permeable check dams provide additional treatment for pollutants within ditches and grassed waterways through two processes. First, the dams act as a barrier to flow through the channel, allowing sediment and particulate pollutants to drop out of solution upstream of the dam. This promotes infiltration and evaporation of stormwater as well. Second, any water retained behind the dam can seep through a sand filter located within the rock dam. The sand, mixed with iron filings (similar to an IESF pond bench), creates an opportunity for dissolved pollutant species to be filtered out of the stormwater runoff.



Figure 9: Rock check dams in a small ditch (www.casfm.org/stormwater_committee/LID-Summary.htm)

These practices are often installed in a series, from two to a dozen practices depending on the length and slope of the ditch or waterway (Figure 9). For short ditch lengths a single check dam is often sufficient. The dams include an inner sand filter mixed with iron filings. The ratio of iron filings to sand should be between 5-8% by weight and these should be mixed thoroughly prior to installation. The sand-iron mix should be encased within a permeable membrane allowing for flow in and out of the filter. This filter is surrounded by rocks to promote settling and inhibit clogging of the filter.

It is recommended that these dams are installed such that the buried rock toe of the upstream dam is at the same elevation as the top of any downstream dams (Figure 10). This reduces the likelihood of scouring downstream of dams as water flowing over the dam intercepts ponded water rather than erodible soil. Also, the top of the most upstream dam should be installed below the outlet elevation of any pipe draining to the practice to ensure water does not back up into the upstream storm sewer infrastructure.

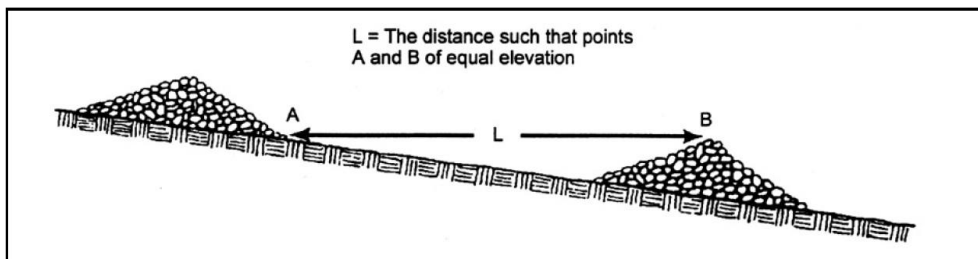


Figure 10: Check dam schematic (MPCA 2000)

The pollutant removal potential of permeable check dams was estimated using WinSLAMM. The ponding volume behind the dams was determined using LIDAR. Based on results of other IESFs, it was assumed that 80% of DP flowing through the dam was retained (Erickson & Gulliver, 2010). In order to calculate cost-benefit, the cost of each project had to be estimated. To fully estimate the cost of project installation, labor costs for project outreach, promotion, design, administration, and maintenance over the anticipated life of the practice were considered in addition to actual construction costs. Load reduction estimates for these projects are noted in the Catchment Profiles section.

Modification to an Existing Pond

Developments prior to enactment of contemporary stormwater rules often included wet detention ponds which were frequently designed purely for flood control based on the land use, impervious cover, soils, and topography of the time. Changes to stormwater rules since the early 1970's have greatly altered the way ponds are designed.

Enactment of the National Pollution Discharge Elimination System (NPDES) in 1972 followed by research conducted by the Environmental Protection Agency in the early 1980's as part of the Nationwide Urban Runoff Program (NURP) set standards by which stormwater best management practices should be designed. Municipal Separate Storm Sewer System (MS4) guidelines issued in 1990 (affecting cities with more than 100,000 residents) and 1999 (for cities with less than 100,000 residents) required municipalities to obtain an NPDES permit and develop a plan for managing their stormwater.

Listed below are five strategies which exist for retrofitting a stormwater pond to increase pollutant retention (modified from *Urban Stormwater Retrofit Practices*):

- Excavate pond bottom to increase permanent pool storage
- Raise the embankment to increase flood pool storage
- Widen pond area to increase both permanent and flood pool storage
- Modify the riser
- Update pool geometry or add pretreatment (e.g. forebay)

These strategies can be employed separately or together to improve BMP effectiveness. Each strategy is limited by cost-effectiveness and constraints of space on the current site. Pond retrofits are preferable to most new BMPs as additional land usually does not need to be purchased, stormwater easements already exist, maintenance issues change little following project completion, and construction costs are greatly cheaper. There can also be a positive effect on reducing the rate of overflow from the pond, thereby reducing the risk for erosion (and thus further pollutant generation) downstream.

For this analysis, all existing ponds were modeled in the water quality model WinSLAMM to estimate their effectiveness based on best available information for pond characteristics and land use and soils. One proposed modification, excavating the pond bottom to increase storage, often has a very wide range in expected cost due to the nature of the excavated soil. If the soil has been contaminated and requires landfilling, the cost for disposal can quickly lead to a doubling in project cost. For this reason, projects which include the excavation of ponds have been priced based on the following criteria:

- Management Level 1: Dredged pond soil is suitable for use or reuse on properties with a residential or recreational use
- Management Level 2: Dredged pond soil is suitable for use or reuse on properties with an industrial use
- Management Level 3: Dredged pond soil is considered significantly contaminated and must be managed specifically for the contaminants present

Costs within each of these levels can even range widely, but were estimated to be \$20/cu-yd., \$35/cu-yd., and \$50/cu-yd. for levels 1, 2, and 3, respectively. Additional costs associated with specific projects are listed in Appendix B.

Catchment Profiles

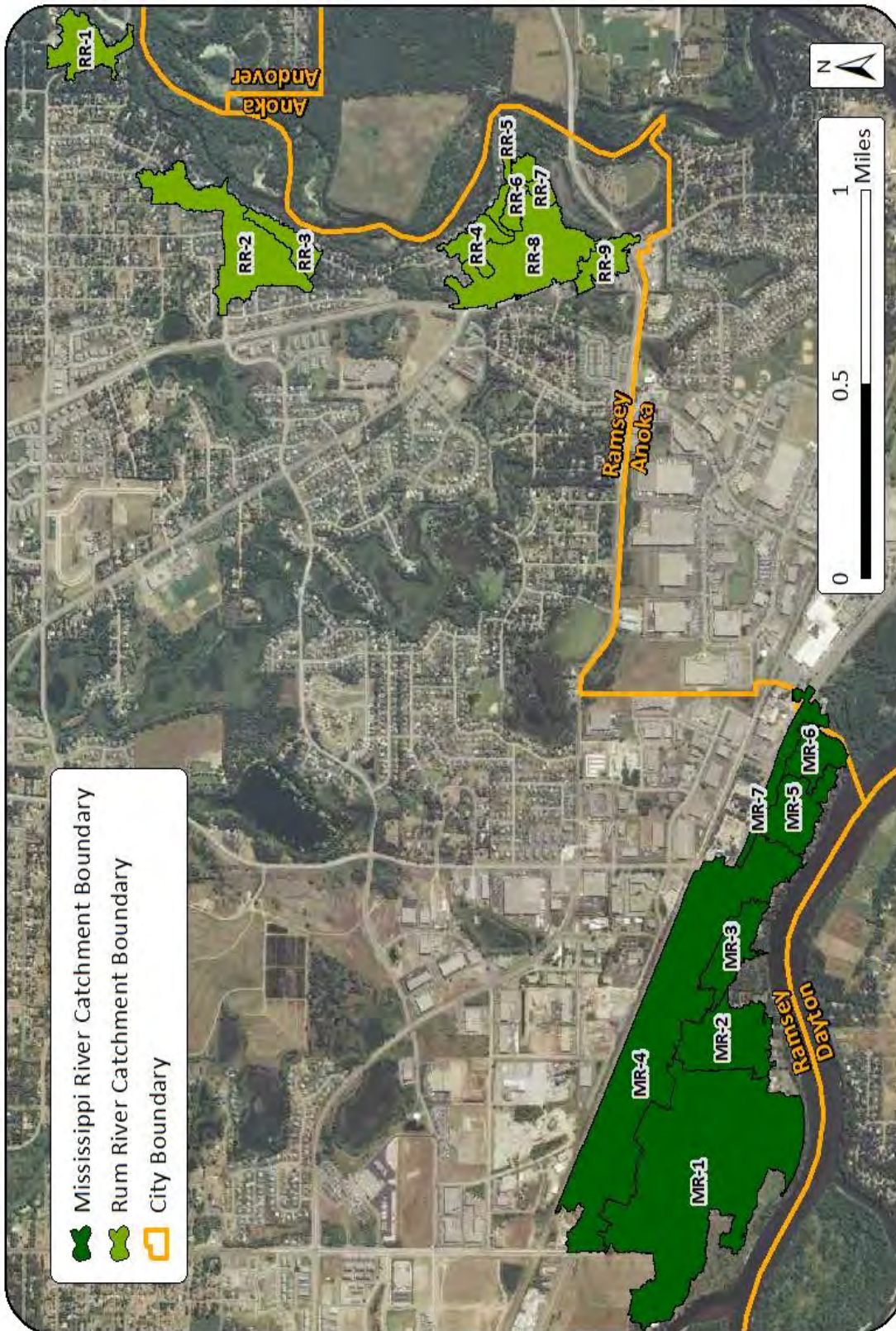


Figure 11: The 448 acre drainage area was divided into 2 drainage networks, which were subdivided into a total of 16 catchments for this analysis. Catchment profiles on the following pages provide additional information.

Rum River Drainage Network

Catchment ID	Page
RR-1	62
RR-2	65
RR-3	69
RR-4	73
RR-5	77
RR-6	81
RR-7	84
RR-8	87
RR-9	92

Existing Network Summary	
Acres	127.7
Dominant Land Cover	Residential
Volume (ac-ft/yr)	61.3
TP (lb/yr)	62.5
TSS (lb/yr)	19,764



DRAINAGE NETWORK SUMMARY

This network includes all of the catchments that discharge to the Rum River explored in this analysis. Catchments were chosen based on each major outfall to the Rum River and were named in order from north to south using the ‘RR’ designator for ‘Rum River’. The outfalls are located (from north to south) at 153rd Ave. and Oneida St. (Catchment RR-1), 149th Ave. and Waco St. (RR-2), 147th Ln. and Waco St. (RR-3), Waco St. east of 143rd Ave. (RR-4), 142nd Ln south of Waco St. (RR-5), Rivers Bend Park north of the parking lot (RR-6) and south of the parking lot (RR-7), 142nd Ave. (RR-8), and Bunker Lake Blvd. (RR-9).

These nine catchments have a wide variety of land uses, including single-family and multi-family residential, commercial, parkland, and industrial. Soils are generally sandy, and range from fine sand loams (Becker series) to coarse sands (Duelm series).

EXISTING STORMWATER TREATMENT

Catchment boundaries and research areas within the Rum River drainage network were specifically chosen to locate and assess areas which were not already receiving stormwater treatment from constructed ponds and basins or wetlands. Only three existing BMPs were present within the nine catchments modeled. Two of these existing BMPs, stormwater retention ponds P19E304 in Catchment RR-1 and P25216 in Catchment RR-8, treat their entire respective catchments. The third BMP, street cleaning, is provided network-wide across all municipal streets by the City of Ramsey twice per year using mechanical sweepers. Additional detail for each of these BMPs is provided in the respective Catchment ID Pages.

Catchment RR-8

Existing Catchment Summary	
Acres	38.1
Dominant Land Cover	Residential
Parcels	68

CATCHMENT DESCRIPTION

This catchment contains a nearly even mix of single-family residential, commercial, and undeveloped land uses. Stormwater generated within this catchment is directed to a storm sewer network below 142nd Ave. which discharges into retention pond P25216 just east of Xkimo Street. The pond subsequently discharges into an oxbow lake adjacent to the Rum River.



EXISTING STORMWATER TREATMENT

Stormwater retention pond P25216 provides pollutant treatment for the entire 38-acre catchment. In addition to the pond, street cleaning is provided by the City of Ramsey twice per year with mechanical sweepers. Present-day stormwater pollutant loading and treatment is summarized in the table below.

<i>Existing Conditions</i>		Base Loading	Treatment	Net Treatment %	Existing Loading
<i>Treatment</i>	Number of BMPs	2			
	BMP Types	Stormwater Pond and Street Cleaning			
	TP (lb/yr)	19.0	2.9	15%	16.1
	TSS (lb/yr)	6,895	1,367	20%	5,528
	Volume (acre-feet/yr)	19.3	0.0	0%	19.3

PROPOSED RETROFITS OVERVIEW

Retention pond P25216 appears to be a natural depression which was retrofitted with an outlet control device to manage flow discharge. This pond could be modified to increase storage capacity to more sufficiently treat its developed drainage area.

Hydrodynamic devices were also proposed along the tertiary storm sewer lines on 142nd Ave and Xkimo St. These devices were purposefully sited to achieve contributing drainage areas of approximately 10 acres in size. This limits high peak discharges through the device that could cause sediment resuspension and decreased effectiveness.

RETROFIT RECOMMENDATIONS



Project ID: RR8-A

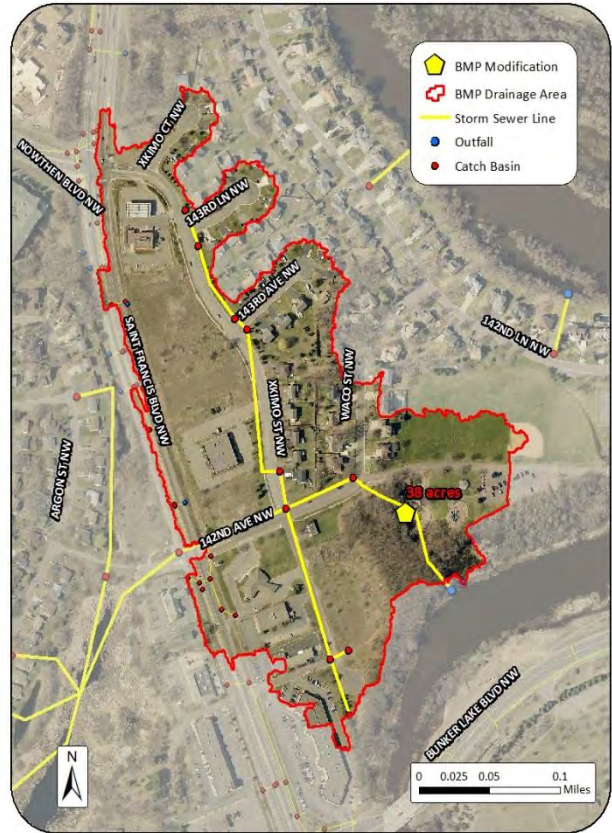
Rivers Bend Park Pond Modification

Drainage Area – 38.0 acres

Location – Rivers Bend Park south of 142nd Ave NW – Waco St. NW intersection

Property Ownership – Public

Site Specific Information – The existing pond, P25216 receives drainage from the entire catchment and is currently undersized to treat the contributing drainage area. An expansion and dredging of the pond is recommended to increase the permanent pool storage, thereby promoting sediment settling and phosphorus retention. Proposed increases in pond storage will increase permanent pool surface area from .11 acres to .82 acres and average ponding depth from 1 ft. to 6 ft. Cumulative pond storage volume could increase from an estimated 0.05 acre-feet to approximately 2.0 acre-feet.



BMP Modification							
Cost/Removal Analysis		New Treatment	% Reduction	New Treatment	% Reduction	New Treatment	% Reduction
Treatment	Pond Management Level	1		2		3	
	Amount of Soil Excavated	3,100	cu-yards	3,100	cu-yards	3,100	cu-yards
	TP (lb/yr)	7.7	47.8%	7.7	47.8%	7.7	47.8%
	TSS (lb/yr)	3,672	66.4%	3,672	66.4%	3,672	66.4%
	Volume (acre-feet/yr)	0.2	1.0%	0.2	1.0%	0.2	1.0%
Cost	Administration & Promotion Costs*	\$5,840		\$5,840		\$5,840	
	Design & Construction Costs**	\$147,000		\$193,500		\$245,000	
	Total Estimated Project Cost (2016)	\$152,840		\$199,340		\$250,840	
	Annual O&M***	\$900		\$900		\$900	
Efficiency	30-yr Average Cost/lb-TP	\$779		\$980		\$1,203	
	30-yr Average Cost/1,000lb-TSS	\$1,633		\$2,055		\$2,522	
	30-yr Average Cost/ac-ft Vol.	N/A		N/A		N/A	

*Indirect Cost: 80 hours at \$73/hour

**Direct Cost: See Appendix B for detailed cost information

***\$1,000/acre of pond surface area - Annual inspection and sediment/debris removal from pretreatment area

Project ID: RR8-B

142nd Ave.
Hydrodynamic Device

Drainage Area – 2.5 acres
Location – 142nd Ln. NW
Property Ownership – Public
Site Specific Information – A hydrodynamic device could be installed in-line with the storm sewer system to accept runoff from stormwater catch basins draining 142nd Ave NW and surrounding public and commercial properties.



Hydrodynamic Device			
Cost/Removal Analysis		New Treatment	% Reduction
Treatment	Number of BMPs	1	
	Total Size of BMPs	6 ft diameter	
	TP (lb/yr)	0.2	1.2%
	TSS (lb/yr)	108	2.0%
	Volume (acre-feet/yr)	0.0	0.0%
Cost	Administration & Promotion Costs*	\$1,752	
	Design & Construction Costs**	\$27,000	
	Total Estimated Project Cost (2016)	\$28,752	
	Annual O&M***	\$630	
Efficiency	30-yr Average Cost/lb-TP	\$7,942	
	30-yr Average Cost/1,000lb-TSS	\$14,707	
	30-yr Average Cost/ac-ft Vol.	N/A	

*Indirect Cost: (24 hours at \$73/hour)

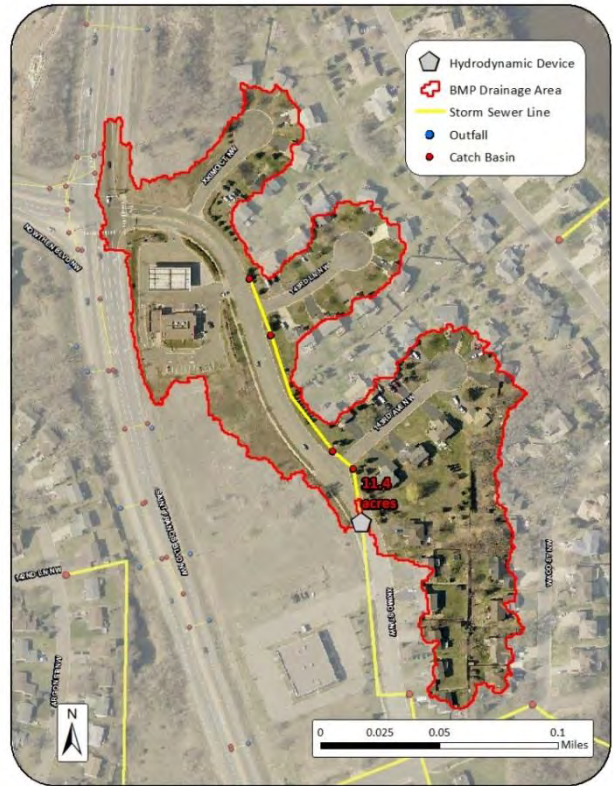
**Direct Cost: (\$18,000 for materials) + (\$9,000 for labor and installation costs)

***Per BMP: (3 cleanings/year)*(3 hours/cleaning)*(\$70/hour)

Project ID: RR8-C

Xkimo St.
Hydrodynamic Device

Drainage Area – 11.4 acres
Location – Xkimo St. NW
Property Ownership – Public
Site Specific Information – A hydrodynamic device could be installed in-line with the storm sewer system to accept runoff from stormwater catch basins draining Xkimo St. NW and the surrounding single-family residential and commercial properties.



Hydrodynamic Device			
		New Treatment	% Reduction
Cost/Removal Analysis			
Treatment	Number of BMPs	1	
	Total Size of BMPs	10 ft diameter	
	TP (lb/yr)	0.5	3%
	TSS (lb/yr)	220	4%
	Volume (acre-feet/yr)	0.0	0%
Cost	Administration & Promotion Costs*	\$1,752	
	Design & Construction Costs**	\$108,000	
	Total Estimated Project Cost (2016)	\$109,752	
	Annual O&M***	\$630	
Efficiency	30-yr Average Cost/lb-TP	\$8,577	
	30-yr Average Cost/1,000lb-TSS	\$19,493	
	30-yr Average Cost/ac-ft Vol.	N/A	

*Indirect Cost: (24 hours at \$73/hour)

**Direct Cost: (\$72,000 for materials) + (\$36,000 for labor and installation costs)

***Per BMP: (3 cleanings/year)*(3 hours/cleaning)*(\$70/hour)

References

- Erickson, A.J., and J.S. Gulliver. 2010. *Performance Assessment of an Iron-Enhanced Sand Filtration Trench for Capturing Dissolved Phosphorus*. University of Minnesota St. Anthony Falls Laboratory Engineering, Environmental and Geophysical Fluid Dynamics Project Report No. 549. Prepared for the City of Prior Lake, Prior Lake, MN.
- Minnesota Pollution Control Agency (MPCA). 2014. *Design Criteria for Stormwater Ponds*. Web.
- New York City Environmental Protection. 2013. *NYC Green Infrastructure 2013 Annual Report*. 36 pp.
- Schueler, T. and A. Kitchell. 2005. *Methods to Develop Restoration Plans for Small Urban Watersheds. Manual 2, Urban Subwatershed Restoration Manual Series*. Center for Watershed Protection. Ellicott City, MD.
- Schueler, T., D. Hirschman, M. Novotney, and J. Zielinski. 2007. *Urban Stormwater Retrofit Practices. Manual 3, Urban Subwatershed Restoration Manual Series*. Center for Watershed Protection. Ellicott City, MD.
- Weiss, P.T., J.S. Gulliver, A.J. Erickson. 2005. *The Cost and Effectiveness of Stormwater Management Practices*. Minnesota Department of Transportation.



Real People. Real Solutions.

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

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

June 5, 2024

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

RE: Proposal for Rivers Bend Park Pond Modification Design Services

Dear Mr. Westby:

We appreciate the opportunity to assist the City of Ramsey with the design of the Rivers Bend Park pond.

SCOPE OF WORK

Bolton & Menk will assist the City with design, bidding, and construction related services for the project. We will work with Design Tree as a sub-consultant for services related to electrical and controls. Our work will include the following tasks:

- **Survey**
 - Right-of-way research.
 - Topographic survey.
 - Drone image of the site.
 - Tree outlines only. Individual trees not identified.
- **Design**
 - Attendance at design meetings.
 - Stormwater calculations and design.
 - Site visits to review the existing pond conditions.
 - Construction Documents for the use of permitting, bidding and construction.
- **Geotechnical Coordination**
 - Determine number of borings needed.
 - Coordinate with Geotechnical sub-consultant.
 - Needed to determine excavation limits. Mobile drill rig and hand augers.
- **Permitting**
 - Lower Rum River WMO submittal.
 - NPDES permit.
- **Bidding**
 - Solicit bids for the work using Quest CDN.
 - Tabulate bids and make award recommendation to City.

SCHEDULE

We understand the City is proposing to construct the project in 2024. We will work diligently to complete the plans and the approval process according to the following schedule:

<u>Date</u>	<u>Action</u>
June 12, 2024	Notice to Proceed / Order Borings
June 21, 2024	Survey Complete
July 19, 2024	80% Design and Calcs Complete / Submit to LRRWMO
July 19, 2024	Geotechnical Complete
August 2, 2024	100% Plans Complete Based on Geotechnical
August 13, 2024	City Council Approves Plans / Authorizes Bids
August 16 & 23, 2024	Advertise
August 15, 2024	LRRWMO Approval
September 6, 2024	Open Bids
September 10, 2024	Award Construction Contract
September 23, 2024	Begin Construction
November 22, 2024	Substantial Completion (Dormant Seed)
June 2025	Final Completion and Closeout

PROPOSED FEES

Bolton & Menk proposes to perform the services on a not-to-exceed amount, based on the estimated fees per task in the table below:

<u>Task</u>	<u>Fees</u>
Survey	\$ 6,200
Stormwater Design and Calculations	\$31,600
Geotechnical (Estimated)	\$12,500
Site Design (Bolton & Menk)	\$17,600
Reviews and Updates	\$ 3,200
Permit Package for LRRWMO	\$ 7,400
<u>Specifications and Bidding</u>	<u>\$ 5,400</u>
Total Fees	\$83,900

The fees listed above are estimates based on each task. The Geotechnical Services amount is an estimate based on previous projects. The actual fees required for each task may vary, however, the total amount of \$83,900 is considered a Not-to-Exceed amount, exclusive of the Geotechnical Services estimate.

City of Ramsey – Rivers Bend Park Pond

June 5, 2024

Page 3 of 3

SCHEDULE

We are prepared to begin services immediately after authorization from the City is received.

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

Sincerely,

BOLTON & MENK, INC.

A handwritten signature in blue ink that reads "Kevin P. Kielb". The signature is written in a cursive style with a long horizontal stroke at the end.

Kevin P. Kielb, P.E.

Principal Engineer

CC Regular Session**Meeting Date:** 06/11/2024**Primary Strategic Plan Initiative:** Promote economic growth and development.**Information****Title**

Adopt Resolution #24-154 Approving Lease Agreement for 6701 Hwy 10 NW: Case of God's Kingdom Ministry

Purpose/Background:

God's Kingdom Ministry church has presented an offer to lease the west 4,820 square feet of 6701 Highway 10 NW for an additional 2 years. Staff, along with Premier Commercial Properties (property manager), has been negotiating with the proposed tenant over the past few months. Staff has negotiated a Lease Agreement for an additional year ending on January 31, 2026. God's Kingdom Ministry Church has been a satisfactory tenant and has been current with rent. The Tenant has been told that this lease situation is temporary, as the Property is RALF owned and will be sold once the Hwy 10 project is completed, or it is known that this parcel will not be needed for the project. The temporary nature of the lease is why it is only for 1 year and includes a 120 day, no questions asked, out for the City. The City does not receive the revenue from RALF leases. The revenue goes to maintain the properties, pay the taxes and the rest goes back to the RALF Program.

Notification:

None required

Observations/Alternatives:

God's Kingdom Ministry Church presented a request of a two year extension of their lease with inflationary increases. The current lease ends January 31, 2025. The City countered with a one-year extension with an inflationary increase due to the timing of the completion of the Ramsey Gateway Hwy 10 Improvement project. The proposed new lease would terminate on January 31, 2026 which would put the City in a better position to be able to market the property for sale per the terms of the Loan Agreement with the Met Council (RALF). The proposed lease would not be executed until late 2024 when the existing lease is almost set to terminate. This gives the City the ability to renegotiate in the event that the tenant becomes delinquent in rent or is in default of the existing lease. The lease rate of \$3,879.75 / month for God's Kingdom Ministry Church is a 5% increase that is on the table for consideration. There is value to having a tenant in the building and maintaining it. Staff and the Property Manager support accepting the offer with the key terms below.

Key Lease Terms:

Location: 6701 Hwy 10 (West 4,820 SF)

Lease Duration: February 1, 2025 - January 31, 2026

Lease Rate: \$3,879.75 / month

Utilities: Tenant paid

Snow Plowing / Sidewalks: Tenant paid (Tenant has agreed to paying "pro-rata" share)

Early Termination: The City can terminate the lease at anytime without cause after giving an 120 day notice.

Alternatives:

1. Motion to Adopt Resolution #24-154 Approving Lease Agreement for 6701 Hwy 10 NW: Case of God's Kingdom Ministry; subject to City Attorney review (as presented)
2. Motion to Adopt Resolution #24-154 Approving Lease Agreement for 6701 Hwy 10 NW: Case of God's Kingdom Ministry; subject to City Attorney review (with changes)
3. Direct staff to continue negotiations with tenant.

4. Something else.

Funding Source:

This item is being handled under normal Staff duties.

Recommendation:

Motion to Adopt Resolution #24-154 Approving Lease Agreement for 6701 Hwy 10 NW: Case of God's Kingdom Ministry; subject to City Attorney review (as presented)

Action:

Motion to Adopt Resolution #24-154 Approving Lease Agreement for 6701 Hwy 10 NW: Case of God's Kingdom Ministry; subject to City Attorney review (as presented)

Attachments

Site Location Map

ACTION - Resolution #24-154

ACTION - Lease Agreement - God's Kingdom

Form Review

Inbox

Brian Hagen

Form Started By: Sean Sullivan

Final Approval Date: 06/05/2024

Reviewed By

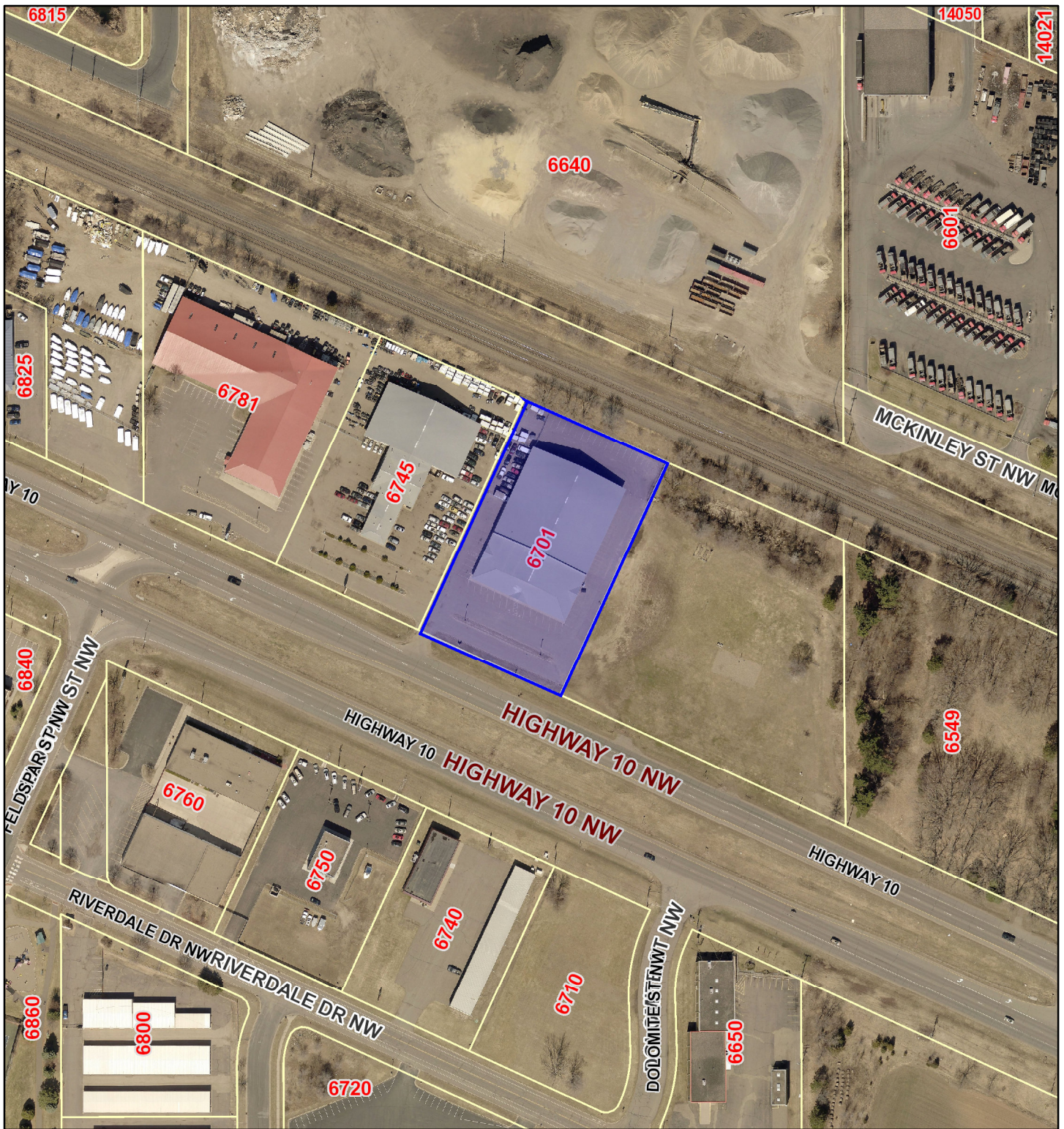
Brian Hagen

Date

06/05/2024 08:21 AM

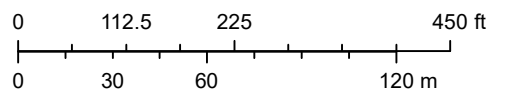
Started On: 05/31/2024 08:22 AM

Site Location Map - 6701 Hwy 10 NW



September 28, 2020

1:2,400



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

RESOLUTION #24-154

RESOLUTION APPROVING LEASE AGREEMENT FOR 6701 HWY 10 NW: CASE OF GOD’S KINGDOM MINISTRY

WHEREAS, God’s Kingdom Ministry (the “Church”) has made an offer to lease the West 4,820 SF of the building located at 6701 Hwy 10 NW (the “Lease Space”); and

WHEREAS, City Staff has negotiated a 1 year lease of the Lease Space immediately following the end date of their existing lease on January 31, 2025; and

WHEREAS, the proposed Lease Period and monthly rate are below:

Year 1 (2/1/25 through 1/31/26): \$3,879.75 / month

;and

WHEREAS, God’s Kingdom Ministry is a business filed in the Office of the Minnesota Secretary of State and is in good standing.

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

- 1) That the City of Ramsey authorizes The City Administrator and Mayor to execute the lease with God’s Kingdom Ministry with the following rate:

Year 1 (2/1/23 through 1/31/24): \$3,879.75

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of June, 2024.

Mayor

ATTEST:

City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter “Lease”) made as of this ____ day of _____, 2024, is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation, 7550 Sunwood Drive, Ramsey, Minnesota 55303 (“Landlord”) and **God’s Kingdom Ministry**, a non-profit corporation organized under the laws of the State of Minnesota, 5701 Shingle Creek Parkway Brooklyn Center, MN 55430, Minnesota (“Tenant”). The Landlord and the Tenant are hereinafter collectively referred to as “the parties” and individually as a “party.”

IN CONSIDERATION OF the mutual agreements expressed herein, the parties agree as follows:

1. **Purpose.** Landlord is the fee owner of the Premises described in Paragraph 2 of this Agreement. Tenant desires to rent the Premises from Landlord for Tenant’s use as a place of worship and related uses. Landlord is willing to lease the Premises to Tenant pursuant to the terms and conditions of this Lease.

2. **Premises.** The “Premises” consists of the Westerly 4,820 square feet of the office area located in the building located at 6701 Highway 10 Northwest, in Ramsey, Minnesota and which building (“Building”) is located on the following legally described property:

Lot 3, Block 1, DEAL INDUSTRIAL PARK, Anoka County, Minnesota.

The Premises also include the nonexclusive use of the paved parking areas adjacent to the Building, excluding the fenced in area. The Tenant’s employees and invitees shall not be permitted to the use of those parking areas which interfere with the reasonable use of other tenants located within the Building.

The Premises is depicted on the attached Exhibit A hereto, and is labeled “4,820 sf Office Space” and “Parking.” Exhibit A is incorporated herein as if fully set forth in this Lease.

3. **Term.** The term of this Lease is for a period of two years, commencing on February 1, 2025 (the “Commencement Date”) and ending at midnight on January 31st, 2026, unless extended by written agreement of both parties or sooner terminated as provided herein (“Lease Term”). Notwithstanding the Lease Term, Landlord may terminate this Lease at any time at Landlord’s sole option upon 120 days prior written notice to Tenant.

4. **Use.** The Premises shall be used by Tenant as a commercial use for worship, educational and outreach purpose programs for use as a church. Tenant will not

make or suffer any unlawful or offensive use of the Premises or any use or occupancy thereof contrary to any federal law, state law or ordinance of the City of Ramsey now or subsequently hereto made. Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Premises; and if any increase in the in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to activity or equipment of Tenant in or about the Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefore and further, shall discontinue or cause the discontinuance of such conduct or shall remove such equipment upon Landlord's demand made at any time thereafter. Tenant acknowledges they are taking the Premises in it's "AS-IS" condition.

5. **Rent.** Tenant covenants and agrees to pay to Landlord at the Landlord's office without demand, monthly rent in the following amounts:

Year 1 (2/1/25 through 1/31/26): \$3,879.75

All Rent shall be payable on the first day of each month during the Lease Term. If Landlord does not receive the Rent by the fifth day of the month, Tenant must pay a late fee equal to five percent of the overdue rent payment as an additional rent. Rent is "paid" when Landlord receives it, not when mailed or sent by Tenant.

Tenant contemporaneously with the execution of this Lease shall deposit with Landlord the sum of Three Thousand Eight Hundred Seventy-nine and 75/100 Dollars (\$3,879.75) as first month's gross rent, receipt which is hereby acknowledged by the Landlord.

6. **Additional Rent.** In addition to the Rent set forth in Paragraph 5 of this Lease, Tenant covenants and agrees to pay as additional rent all monies required to be paid by Tenant as set forth in the balance of this Lease. Specifically, but not by way of limitation, the reasonable value of any action taken or materials used by Landlord to correct or mitigate any violations of this Lease by the Tenant shall be deemed additional rent and charged to Tenant payable with the Rent as set forth in Paragraph 5.

7. **Utilities and Trash Removal.** Tenant is solely responsible for paying for all utilities servicing the Premises, including but not limited to, water, natural gas and electricity. Tenant is also responsible for paying for the removal of all trash and recycling materials generated as a result of Tenant's use of the Premises. Landlord is not responsible for any interruption in such services beyond the reasonable control of Landlord.

8. **Real Estate Taxes and Special Assessments.** Landlord is responsible for the payment of all real estate taxes and special assessments pertaining to the Premises during the Lease Term.

9. **Repair and Maintenance.** Tenant shall keep in good order and repair all glass, including plate glass, and the interior of the Premises, and heating, sprinkler, water and electric fixtures in and upon the Premises, ordinary wear and tear excepted. Tenant shall protect such systems against freezing and damage due to neglect of Tenant, and Tenant shall keep the abutting sidewalks and parking areas free of ice and snow. Tenant shall pay all costs and expenses necessary to maintain the plumbing, heating, air conditioning and electrical systems in and upon the Premises in good order and repair. Landlord shall have the plumbing, heating, air conditioning, and electrical systems in working order on the Commencement Date. Tenant shall be responsible to keep sidewalks adjacent to the Premises neat and clean and in sanitary condition, free from ice and snow, waste or debris and shall neither commit or permit and waste or nuisance thereon. Tenant shall arrange for all necessary maintenance of the Premises, including but not limited to snow removal, except that Landlord shall be responsible for all lawn (grass) maintenance on the grassy areas around the Building. Tenant shall also be responsible for any flower, shrubbery plantings, and or tree pruning it may choose on the front and east side of the Building. Except for lawn (grass) maintenance above referenced, Tenant shall pay 100% of all costs and expenses for such maintenance of any plantings it chooses and/or tree pruning. Tenant shall be solely and exclusively responsible for any and all costs and expenses of any nature or kind whatsoever attributable to the Premises except as herein otherwise provided. Tenant agrees to and shall maintain and keep the interior and exterior areas of the Premises in the same high degree of maintenance and upkeep as when the Tenant takes possession. Provided, however, that Landlord shall be responsible for repair of the foundation, the exterior walls excluding glass and doors, the roof and any defect that is pre-existing as of the date hereof. Notwithstanding the foregoing, the Landlord shall plow snow as required and bill back to Tenant (in their pro rata share) for each and every snow plow, which payment shall be due within ten (10) days from the snow plow event.

10. **Tenant's Improvements, Alterations and Remodeling.** Tenant shall be permitted to perform improvements, alterations or remodeling on or to the Premises consistent with its intended use thereof; provided however, that such improvements shall be done at the sole expense of Tenant and provided that any single improvement reasonably expected to exceed \$2,500.00 in cost may be done only with Landlord's prior written consent. Notwithstanding the above, Tenant shall not make any alterations to the structure, plumbing, electrical, or HVAC systems of the Building without the prior written consent of Landlord.

11. **Signage.** Tenant is permitted signage above the Premises. Costs for signage to be at that expense of the Tenant and must be compliant with sign code and obtain required City approvals.

12. **Assignment or Subletting.** Tenant may not assign, transfer, mortgage or encumber this Lease, and may not sublet, rent or permit occupancy or use of the Premises, or any part thereof, by any third party; no assignment or transfer of this Lease shall be effectuated voluntarily, by operation of law, or otherwise. Any of the foregoing will hereinafter be referred to as an "Assignment" for purposes of this Lease.

13. **Destruction of Premises.** If the Premises are totally destroyed (or so substantially damaged as to be wholly untenable) by storm, fire, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and Rent shall be accounted for between Landlord and Tenant as of that date. If the Premises are damaged but not rendered wholly untenable and the damage can be fully repaired within 90 days from the date of the damage, Rent shall abate in proportion as the Premises have been damaged, and Landlord shall restore within said 90 day time limit, whereupon payment of full Rent shall re-commence. In the event Landlord fails or refuses to fully repair the Premises within said 90 days, Tenant may terminate this Lease.

14. **Removal of Fixtures.** Unless otherwise approved by Landlord, Tenant must, prior to the termination of this Lease, remove all fixtures and equipment which Tenant has placed in the Premises. Tenant must repair all damage caused by removal of fixtures or equipment.

15. **Entry by Landlord.** Landlord or its agents or representatives may enter the Premises at all reasonable hours to inspect the same, clean, make repairs, alterations and additions thereto or exhibit the Premises to prospective tenants, purchasers or others, or for other reasonable purposes as Landlord may deem necessary or desirable, and Tenant shall not be entitled to any abatement or reduction of Rent, or any other sums due. Tenant waives any claim for damages or for any injury or inconvenience or for interference with Tenant's business, and any other loss occasioned thereby.

16. **Default.** If Tenant defaults for 10 days after written notice from Landlord in paying any Rent, including additional rent, or if Tenant shall be declared bankrupt or insolvent according to law or if Tenant shall make an assignment for the benefit of its creditors or if Tenant shall violate or default in any other covenants, agreements, stipulations or conditions herein and such violation or default shall continue for ten 10 days after written notice from Landlord of such violation or default, then and in such case Landlord lawfully may immediately, or at any time thereafter, and without notice or demand, enter into and upon the Premises, or any part thereof, in the name of the whole, and repossess the same and expel Tenant and those claiming under it and remove their

effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass, and prejudice, and Landlord shall have all remedies and recourse which might otherwise be used by Landlord for arrears of Rent or any breach of covenants contained in this Lease.

17. **Quiet Enjoyment.** Landlord covenants and agrees to allow Tenant to peacefully have, hold and enjoy the Premises during the Lease Term, provided that Tenant pays the Rent set forth herein and performs all of Tenant's other agreements and obligations set forth herein.

18. **Nuisance.** Tenant shall conduct its business and control its agents, employees, invitees and visitors in such a manner as not to create waste, odors, nuisance, or interfere with, annoy or disturb any other tenant of Landlord in its operation of the Building or the Premises.

19. **Hold Harmless and Liability Insurance.** Except in the case of the negligence of Landlord, its agents or its employees, Tenant agrees to indemnify, save, hold harmless and defend Landlord against all claims, losses or liabilities for injury or death to any person or for damage to or loss of use of any property arising or resulting from the occupancy or use by Tenant of the Premises. Landlord shall not be liable to Tenant, its agents, employees, representatives, customers or invitees for any personal injury, death or damage to property caused by theft, burglary, water, gas, electricity, fire or for any other cause occurring on or about the Premises. All property kept, stored or maintained in the Premises shall be so kept, stored or maintained at the sole risk of the Tenant. Tenant further agrees to indemnify, defend and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. Further, in no event shall Landlord be liable for damages caused by Tenant or Tenant's employees or agents. The provisions of this Paragraph shall survive the expiration or termination of this Lease with respect to any damage, injury, death, breach or default occurring prior to such expiration or termination.

During the Lease Term and any extension thereof, Tenant shall at all times have in full force and effect a policy of general public liability insurance in the amount of the greater of \$2,000,000.00 or the maximum liability for tort liability pursuant to Minnesota Statutes Section 466.04 and any amendments thereto, which insurance shall insure Landlord and Tenant against liability for acts of Landlord and Tenant.

20. **Hazard Insurance.** It shall be the responsibility of Landlord to keep the Premises and its interest therein covered by hazard insurance against loss or damage by fire and other perils. Landlord shall provide to Tenant copies of such insurance policies upon reasonable request of Tenant.

21. **Time of the Essence.** Time is of the essence with regard to this Lease and the terms therein.

22. **Relationship of Parties.** This Lease shall create the relationship of Landlord and Tenant between the parties and none other.

23. **Holding Over.** If Tenant remains in possession of the Premises, or any part thereof, after the expiration or termination of the Lease Term with the express written consent of Landlord, Tenant shall be deemed to be occupying the Premises as a Tenant at will, subject to all the conditions, provisions and obligation of this Lease insofar as the same can be applicable to a tenant at will; provided, however, that the Rent required to be paid by Tenant during any holdover period shall be a minimum of 1.5 times the monthly Rent which Tenant was obligated to pay for the month immediately preceding the end of the Lease Term, for each month or any part thereof, of any such holdover period. In the event of holding over by Tenant after expiration or termination of this Lease without the written consent of Landlord, Tenant shall be in breach of this Lease and Landlord shall be entitled to all of its rights and remedies under this Lease, in law, or in equity. No holding over by Tenant after the Lease Term shall operate to extend the Lease Term or renew this Lease. In the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Premises covered hereby effective upon the expiration or termination of the Lease.

24. **Surrender of Premises.** At the termination of this Lease, Tenant shall surrender the Premises and all keys thereof to Landlord.

25. **Eminent Domain.** If the entire Premises are taken by any public authority under the power or threat of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority, and the Landlord shall make a pro rata refund of any Rent that has been paid in advance by Tenant for a period beyond the date of the taking. In the event that less than the entire Premises is so taken and provided the Premises are not rendered untenable thereby, then this Lease shall terminate only at the option of the Landlord. In the event that only a part of the Premises is so taken and that this Lease does not so terminate, there shall be a pro rata reduction in Rent to the extent that such taking interferes in any way with Tenant's use of the Premises, and all other terms and provisions of this Lease shall remain in full force and effect. All damages awarded for such taking shall belong to and be the property of the Landlord, irrespective of the basis on which they were awarded.

26. **Subordination.** Tenant agrees that, at the Landlord's election, this Lease shall be subordinate to any land Lease or mortgage now on or to be placed in the future

on the Premises or Building and to any and all advances to be made thereunder and to the interest thereon and to all renewals, replacements and extensions thereof, provided that such subordination shall not materially affect either party's obligations under this Lease. Tenant hereby appoints Landlord as its attorney-in-fact to execute such documents as may be required to accomplish such subordination.

27. **No Waiver.** No reference to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either at law or in equity. Landlord's failure to insist upon a strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right or option; but the same shall remain in full force and effect.

28. **Captions.** The captions and headings herein are for convenience and reference only.

29. **Brokers.** Each of the parties represents and warrants to the other that there are no claims for brokerage commission or finder's fees in connection with the execution of this Lease, except for Premier Commercial Properties, LLC, who represents the Landlord. Each party agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any such claim including, without limitation, reasonable attorney's fees in connection therewith.

30. **No Partnership.** This Lease does not create a joint venture or partnership relation between the parties hereto.

31. **Notices.** All communications, demands, notices or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Lease at the addresses set forth below for each party, or if to a person not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner.

Landlord: City Administrator
City of Ramsey
7550 Sunwood Drive
Ramsey, Minnesota 55303

Tenant: Apostle Samuel Toure
 God's Kingdom Ministry
 10975 Brittany Drive North
 Champlin, MN 55316
 612-390-2403

Either party may, by written notice to the other party, designate a different address to which notices must be sent. Such written notice designating a different address must state the party's newly designated address and must be provided by following the above notice requirements. Commencing on the 10th day after a party gives notice designating a new address to which notices must be sent, the newly designated address shall be the party's address for the purpose of all communication, demands, notices or objections permitted or required to be given or served under this Lease.

32. **Force Majeure.** The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, except for the payment of monies, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse or structures, riot, war, labor and/or legal disputes, delays or restrictions by government bodies, inability to obtain or use necessary materials or any cause beyond the reasonable control of such party, provided however that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay.

33. **Minnesota Law.** This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota. The parties agree that the Minnesota state courts will have exclusive jurisdiction over any dispute arising out of this Lease.

34. **Entire Agreement.** This Lease constitutes the entire agreement between the parties relating to the subject matter described herein. The terms of this Lease are contractual and are intended to be legally binding. This Lease supersedes any and all prior agreements between the parties relating to the subject matter described herein. No party has relied upon any statements, representations, or promises that are not set forth in this Lease. No changes to this Lease will be valid or enforceable unless they are in writing and signed by all of the parties.

35. **Equal Drafting.** In the event any party asserts a provision of this Lease is ambiguous, this Lease must be construed to have been drafted equally by the parties.

36. **Savings Clause.** Each provision of this Lease is separate and distinct and individually enforceable. In the event any provision hereof or the application of any such provision under any circumstance is declared to be unlawful or invalid, the enforceability of all the other provisions shall not be affected.

37. **Counterparts.** This Lease may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute a single agreement.

38. **Security And Damage Deposit.** Tenant contemporaneously with the execution of this Lease, has previously deposited with Landlord the sum of Three Thousand Five Hundred Eighty-seven and 00/100 Dollars (\$3,587.00), receipt of which is hereby acknowledged by Landlord, which deposit is to be held by Landlord, as a security and damage deposit for the faithful performance by Tenant during the term hereof or any extension hereof. Prior to the time when Tenant shall be entitled to the return of this security deposit, Landlord may commingle such deposit with Landlord's own funds and to use such security deposit for such purpose as Landlord may determine. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term hereof or any extension hereof, then Landlord, either with or without terminating this Lease may (but shall not be required to) apply such portion of said deposit as may be necessary to compensate or repay Landlord for all losses or damages sustained or to be sustained by Landlord due to such breach on the part of Tenant, including, but not limited to overdue and unpaid rent, any other sum payable by Tenant to Landlord pursuant to the provisions of this Lease, damages or deficiencies in the reletting of the Leased Property, and reasonable attorney's fees incurred by Landlord. Should the entire deposit or any portion thereof, be appropriated and applied by Landlord, in accordance with the provisions of this paragraph, Tenant upon written demand by landlord, shall remit forthwith to Landlord a sufficient amount of cash to restore said security deposit to the original sum deposited, and tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Said security deposit shall be returned to Tenant, less any depletion thereof as the result of the provisions of this paragraph, at the termination of this Lease. Tenant shall have no right to anticipate return of said deposit by withholding any amount required to be paid pursuant to the provision of this Lease or otherwise.

EXHIBIT A



CC Regular Session**Meeting Date:** 06/11/2024**Primary Strategic Plan Initiative:** Address infrastructure needs.**Information****Title**

Adopt Resolution #24-159 Approving Plans and Authorizing Requests for Quotes for Improvement Project #24-56, Lift Station No. 1 Permanent Generator

Purpose/Background:**Purpose:**

The purpose of this case is to adopt Resolution #24-159 approving plans and authorizing requests for quotes for Improvement Project #24-56, Lift Station No. 1 Permanent Generator.

Background:

The 2024 – 2033 Capital Improvement Program includes proposed project #24-SEW-002, Lift Station No. 1 Rehab and Generator, proposed for construction in 2025 at an estimated cost of \$175,000.

This project proposes to rehabilitate sanitary sewer Lift Station No. 1, which is located at 13659 - 137th Avenue, by replacing the original base elbows and forcemain, upsizing the pumps, and installing a permanent emergency power supply generator on site. This work will serve to replace deteriorating pipes and fittings, to accommodate increased sewage flowrates that have occurred since the lift station was constructed in 1990, and to prevent sewage from backing up into businesses and residences served by this and other lift stations during major power outages.

During power outages, staff tows a portable generator on a trailer to this and other lift stations that don't have permanent generators. Staff pumps each station down, then disconnects the generator and moves to the next station, and repeats the process until power is restored. However, due to the constant and heavy sewage flowrates processed through this station, staff would not have the ability to disconnect the portable generator in the event of a long-term power outage, leaving other lift stations without power and possibly backing sewage up into neighboring homes and businesses.

On April 9, 2024, City Council approved a proposal from Bolton & Menk, Inc. in the not-to-exceed amount of \$26,400 to design the permanent emergency power supply generator and prepare plans and specifications for rehabilitating the lift station and constructing improvements necessary to accommodate the permanent generator, apply for permits, administer the bid process, and provide construction related services.

Plans are now complete and staff is requesting approval to submit requests for quotes to the contractors that complete this type of work.

Notification:

Notifications are not required for this case.

Observations/Alternatives:

Observations:

Lift Station No. 1 is not the largest lift station in Ramsey but it is the busiest, as well as the oldest, and it averages 60 starts per day. The purpose of this project is to improve the reliability and productivity of this lift station.

Staff does not believe a sound study needs to be completed, similar to the study completed for Pump House No. 2 before a permanent generator was installed at that site, but will confirm this before presenting quotes for City Council approval.

No significant SCADA changes were determined to be needed as a result of these improvements.

Attached is the title sheet from the plan prepared by Bolton & Menk. A full set of plans is not attached to prevent contractors from submitting quotes for the work using the attached plans, which could result in contractors submitting quotes based on incomplete plans that do not include addenda published after this case was published.

Alternatives:

Alternative #1: Motion to adopt Resolution #24-159 approving plans and authorizing requests for quotes for Improvement Project #24-56, Lift Station No. 1 Permanent Generator.

Funding Source:

The estimated construction cost for the proposed improvements is \$90,935.00.

Attached is the adopted 2024 – 2033 CIP sheet for project #24-SEW-002, Lift Station No. 1 Rehab and Generator, proposed for construction in 2025 at an estimated cost of \$175,000.

Funding for this project, including costs for contracted design and construction related services, is proposed to come from sanitary sewer enterprise funds.

Recommendation:

Staff recommends approving alternative #1 for reasons noted herein.

Action:

Motion to adopt Resolution #24-159 approving plans and authorizing requests for quotes for Improvement Project #24-56, Lift Station No. 1 Permanent Generator.

Attachments

- Resolution 24-159
- CIP Sheet
- Title Sheet IP 24-56

Form Review

Inbox

Brian Hagen

Form Started By: Bruce Westby

Final Approval Date: 06/06/2024

Reviewed By

Brian Hagen

Date

06/06/2024 03:07 PM

Started On: 06/04/2024 09:35 AM

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

RESOLUTION #24-159

RESOLUTION APPROVING PLANS AND AUTHORIZING REQUESTS FOR QUOTES FOR IMPROVEMENT PROJECT #24-56, LIFT STATION NO. 1 PERMANENT GENERATOR

WHEREAS, the City of Ramsey 2024 – 2033 Capital Improvement Program includes proposed project #24-SEW-002, Lift Station No. 1 Rehab and Generator, proposed for construction in 2025 at an estimated cost of \$175,000; and

WHEREAS, pursuant to Ramsey City Council Resolution #24-098, adopted April 9, 2024, the proposal from Bolton and Menk, Inc. to provide design, bidding, and construction related services for Improvement Project #24-56, Lift Station No. 1 Rehabilitation and Generator Installation was approved; and

WHEREAS, Bolton and Menk, Inc. has completed the construction plans and is prepared to request quotes for said improvements.

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

- 1) The Ramsey City Council hereby approves the plans prepared by Bolton and Menk, Inc. and authorizes soliciting requests for quotes for said 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 11th day of June, 2024.

Mayor

ATTEST:

City Clerk

Capital Improvement Program

2024 *thru* 2033

City of Ramsey, Minnesota

Project #	24-SEW-002
Project Name	Lift Station #1 Rehab and Generator

Department	Sewer Utility
Contact	
Type	Improvement
Useful Life	50 Years
Category	Sewer Utility Improvement
Priority	2-New Addition (High)
Status	Active

Total Cost \$175,000

Description

Rehabilitate lift station #1 by replacing existing base elbows, forcemain and upsizing pumps. Also, install an emergency power supply generator to power the lift station during power outages to prevent sewage from backing up into businesses and residences.

Justification

Lift station #1 was constructed in 1990. The existing pumps and forcemain are deteriorating and must be replaced and the existing pumps and forcemain must be upsized to accommodate current and projected sewage flow rates. Adding an onsite generator will also help prevent sewage from backing up into businesses and residences during power outages.

Expenditures	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
Improvements Other than Building Cost		175,000									175,000
Total		175,000									175,000

Funding Sources	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
Sewer Utility Fund		175,000									175,000
Total		175,000									175,000

CITY OF RAMSEY

CONSTRUCTION PLANS FOR

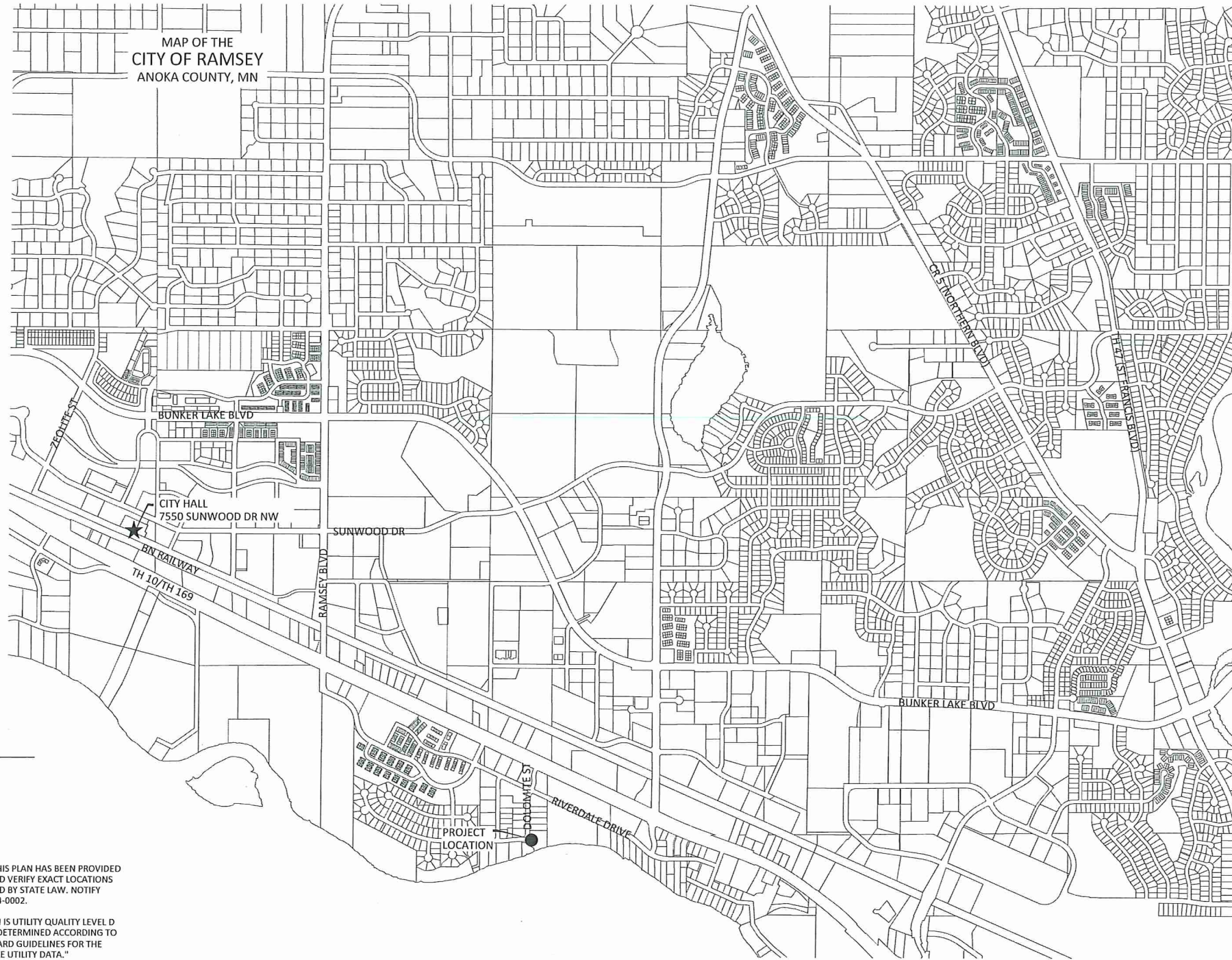
LIFT STATION NO. 1 GENERATOR

CITY IMPROVEMENT PROJECT # 24-56
 GRADING, AGGREGATE BASE, CONCRETE GENERATOR PAD, ELECTRICAL, EROSION CONTROL
 MAY 2024

RESOURCE LIST

CITY OF RAMSEY

City Hall
 7550 Sunwood Drive NW.
 Ramsey, MN 55303



SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	LEGEND
3	SITE LAYOUT PLAN
4 - 6	ELECTRICAL PLAN

THIS PLAN SET CONTAINS 6 SHEETS.

MAP LEGEND

- ★ RAMSEY CITY HALL
7550 SUNWOOD DRIVE NW
- PROJECT LOCATION
13659 137TH AVE NW

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.

Zachary F. Wiegand REG. NO. 56344 DATE: 05/31/2024
 ZACHARY F. WIEGAND, P.E.

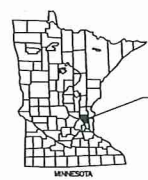
REVIEWED & APPROVED *Brian W. [Signature]* DATE: 6/4/2024
 CITY OF RAMSEY ENGINEER / DIRECTOR OF PUBLIC WORKS

PROJECT DATUM:	RECORD DRAWING INFORMATION
HORIZONTAL: ANOKA COUNTY COORDINATE SYSTEM NAD 83 (2011)	DRAWN:
VERTICAL: NAVD 88	CONTRACTOR:
	DATE:

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.

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

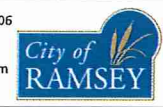
© Bolton & Menk, Inc. 2024. All Rights Reserved. P:\Projects\2024\24-56\13659 137th Ave NW.dwg 5/31/2024 10:27:15 AM



PROJECT LOCATION
 CITY OF RAMSEY
 ANOKA COUNTY, MN



7533 SUNWOOD DR NW, SUITE 206
 RAMSEY, MN 55303
 Phone: (763) 433-2851
 Email: Ramsey@bolton-menk.com
 www.bolton-menk.com



DESIGNED	NO.	ISSUED FOR	DATE
TH			
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CHECKED	ZL		
CLIENT PROJ. NO.	CP 24-56		

CITY OF RAMSEY, MINNESOTA	SHEET
LIFT STATION NO. 1 GENERATOR IMPROVEMENTS	1
TITLE SHEET	OF
	6

CC Regular Session**Meeting Date:** 06/11/2024**Primary Strategic Plan Initiative:** Address infrastructure needs.**Information****Title**

Adopt Resolution #24-160 Approving Construction Contingency Expense No. 6 for Improvement Project #21-09, Centralized Water Treatment Plant

Purpose/Background:**Purpose:**

The purpose of this case is to adopt Resolution #24-160 approving Construction Contingency Expense No. 6 for Improvement Project #21-09, Centralized Water Treatment Plant.

Background:

The Water Treatment Plant (WTP) project includes a construction contingency cost of \$950,000 intended to pay for new items during construction that were not contemplated during the design process or for items that the owner, engineer, or contractor(s) propose to revise during construction.

The attached letter from Resident Project Representative Ryan Hanson with Advanced Engineering and Environmental Services, Inc. (AE2S), the City's contracted project engineer, identifies items proposed to be adjusted during construction to date, including as part of Construction Contingency Expense No. 6. The letter identifies all adjustments and all spent and remaining construction contingency funds.

No extension of time is being requested as part of Construction Contingency Expense No. 6. However, the contractor may decide at a later date to request an extension of time depending on the availability of required materials related to Construction Contingency Expense No. 6. If a time extension request is made, it will be presented at a later date in the form of a formal Change Order request.

Notification:

Notifications are not required for this case.

Observations/Alternatives:**Observations:**

Modifications proposed as part of Construction Contingency Expense No. 6 will improve the maintenance, operations and safety of the Water Treatment Plant, and removes unnecessary construction costs.

Attached is a Project Budget Status letter from Aaron Vollmer with AE2S that was reviewed by the Public Works Committee on May 21, 2024. The letter summarizes the Construction Contingency Expenses that had been processed to date (CCE's #1 through #5) and provides context on what the City of Ramsey can expect to spend from these funds during the remainder of the project based on similar previous projects designed and managed by AE2S. In summary, AE2S feels the project is progressing well and is not likely to require additional funding to cover change orders beyond what is already reserved in the construction contingency allowance.

Alternatives:

Motion to adopt Resolution #24-160 approving Construction Contingency Expense No. 6 for Improvement Project #21-09, Centralized Water Treatment Plant.

Funding Source:

Costs associated with Construction Contingency Expense No. 6 total \$17,125.02.

The original Construction Contingency amount was \$950,000. Approving Construction Contingency Expense No. 6 will reduce the available construction contingency amount to \$480,293.75.

Recommendation:

Staff and AE2S recommend approving Alternative #1 for reasons summarized in the attached letter.

Action:

Motion to adopt Resolution #24-160 approving Construction Contingency Expense No. 6 for Improvement Project #21-09, Centralized Water Treatment Plant.

Attachments

Resolution 24-160
CCE No. 6
AE2S Project Budget Status

Form Review

Inbox

Brian Hagen

Form Started By: Bruce Westby

Final Approval Date: 06/06/2024

Reviewed By

Brian Hagen

Date

06/06/2024 12:20 PM

Started On: 06/04/2024 09:38 AM

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

RESOLUTION #24-160

RESOLUTION APPROVING CONSTRUCTION CONTINGENCY EXPENSE NO. 6 FOR IMPROVEMENT PROJECT #21-09, CENTRALIZED WATER TREATMENT PLANT

WHEREAS, pursuant to Ramsey City Council Resolution #23-061 adopted March 28, 2023, a contract was awarded to Magney Construction, Inc. in the amount of \$31,528,500.00 for construction of a centralized Water Treatment Plant and an amendment was accepted from Advanced Engineering and Environmental Services in the amount of \$225,100.00 for additional construction phase services for the Water Treatment Plant, and

WHEREAS, the project includes a general construction contingency cost in the amount of \$950,000 to pay for new items during construction that were not contemplated during the design process, or for items that the owner, engineer, or contractor(s) propose to revise during construction; and

WHEREAS, pursuant to Ramsey City Council Resolution #23-226 adopted September 26, 2023, Construction Contingency Expense No. 1 was approved in the amount of \$76,446.53; and

WHEREAS, pursuant to Ramsey City Council Resolution #23-277 adopted November 14, 2023, Construction Contingency Expense No. 2 was approved in the amount of \$135,654.02; and

WHEREAS, pursuant to Ramsey City Council Resolution #24-073 adopted March 12, 2024, Construction Contingency Expense No. 3 was approved in the amount of \$99,095.63; and

WHEREAS, pursuant to Ramsey City Council Resolution #24-103 adopted April 9, 2024, Construction Contingency Expense No. 4 was approved in the amount of \$102,023.36; and

WHEREAS, pursuant to Ramsey City Council Resolution #24-134 adopted May 14, 2024, Construction Contingency Expense No. 5 was approved in the amount of \$39,361.69; and

WHEREAS, AE2S has identified additional items requiring adjustments during construction under Construction Contingency Expense No. 6 in the amount of \$17,125.02.

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

- 1) The City Administrator is hereby authorized and directed to execute Construction Contingency Expense No. 6 for Improvement Project #21-09 in the amount of \$17,125.02 for and on behalf of the City of Ramsey.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of June, 2024.

Mayor

ATTEST:

City Clerk



June 6, 2024

Bruce Westby
 City of Ramsey
 7550 Sunwood Drive NW
 Ramsey, MN 55303

Re: Water Treatment Plant – Construction Contingency Expense No. 6

Dear Mr. Westby:

AE2S continues to oversee the construction of the City of Ramsey’s new WTP. Magney has completed the concrete pours for the reservoir as well as most of the concrete pours at the subgrade level of the Water Treatment Plant. Magney has also completed both the Backwash Tank and Clearwell base slabs and walls, top slab for the clearwell, and are starting to work on the top slab for the backwash tank. Our engineering team has continued to coordinate with Magney and further refine the installation details of other pieces of equipment. Through those investigations we have identified some items that will require adjustments. This letter is intended to outline those adjustments and summarize the current project budget in order for the City to fully understand the status of the project.

Basis for of Construction Contingency Expenses:

Currently fifteen (15) requests for pricing (RFP) have been submitted to Magney. A full list of those requests are shown below. To date AE2S has received pricing back on all fifteen (15) of the RFP’s, and eleven (11) separate proposals. We would like to move forward and process Construction Contingency Expense No. 6, which will include price Proposal No. 022, No. 023, No. 024, No. 025, and No. 026. If the Contractor would like to include a request for extension as a result of these changes, a formal Change Order request will be issued at a different time.

Proposal No.	Initiation	Description	Total Cost	Required	Status
001	RFP 001	Mixing Pumps Pipe Upsizing	\$51,287.38	Y	Approved – Construction Contingency Expense 1
002	RFP 003	Admin Ceiling Grid Color	\$2,609.25	N	Approved – Construction Contingency Expense 1
003	Incidental	Building Permit Reimbursement	\$62,887.28	Y	Approved – Construction Contingency Expense 2
004	RFP 002	Upsizing Air Exchange in Plate Settler Room	\$16,580.02	N	Approved – Construction Contingency Expense 2
005	RFP 006	Storm and Plumbing Updates	\$22,550.28	Y	Approved – Construction Contingency Expense 1
006	RFP 005	Flowable Fill	-	N	Rejected
007	RFP 004	Blower Pipe Upsizing	\$55,230.60	Y	Approved – Construction Contingency Expense 2
008	City Request	Groundbreaking Signage Reimbursement	\$956.12	Y	Approved – Construction Contingency Expense 2
009	City Request	Prevailing Wages	\$794,153.71	Y	Approved – Change Order 01
010	RFP 007	Backwash Supply Piping Modifications	\$3,068.77	Y	Approved – Construction Contingency Expense 3
011	Field Order 002	Electrical Modifications	TBD	TBD	EXPECTED
012	RFI 013	Accordion Folding Security Door	\$10,010.85	N	Approved – Construction Contingency Expense 3

013	RFP 005	Jet Mixing System Pump Modifications	\$16,834.33	Y	Approved – Construction Contingency Expense 3
014	RFP 009	Backwash Tank Overflow	\$1,534.38	Y	Approved – Construction Contingency Expense 3
015	Field Order 004	Field Order No. 4 - Door Hardware Changes	\$10,922.45	Y	Approved – Construction Contingency Expense 3
016	Door Hardware Meeting	Door Hardware Changes	\$56,724.85	Y	Approved – Construction Contingency Expense 3
017	RFP 010	Filter Slab Modifications	\$96,634.23	Y	Pending – Construction Contingency Expense 4
018	Field Directed	Conduit Encasement	\$5,389.13	Y	Approved – Construction Contingency Expense 4
019	Field Order 012	North Sump Pit	\$6,764.43	Y	Approved – Construction Contingency Expense 5
020	Field Order 013	CB1 Air Flow Sleeves	\$4,617.83	Y	Approved – Construction Contingency Expense 5
021	RFP 013	Torpedo Sand Filter Layer	\$27,979.43	N	Approved – Construction Contingency Expense 5
022		Remove Penetron Admixture	- \$5,920.00	N	Pending – Construction Contingency Expense 6
023	RFP 014	Reservoir Vent Piping	\$3,645.52	Y	Pending – Construction Contingency Expense 6
024	RFP 015	BWW Piping Relocation	\$5,504.74	Y	Pending – Construction Contingency Expense 6
025	RFP 017	Additional Waterstop	\$10,749.95	Y	Pending – Construction Contingency Expense 6
026	RFP 016	Water Wick Drain Connection	\$3,144.81	Y	Pending – Construction Contingency Expense 6
Note: Any extension delays will be approved as a separate Change Order and will not be included in this Construction Contingency Expense.					

Proposal No. 022: Remove Penetron Admixture:

During construction with RFP 010 and the filter slab modifications the clearwell and backwash tank slabs at 108' will now come in contact with significantly less water volume. This determined the Penetron Admixture to be unnecessary for the clearwell and backwash tank slabs at 108'. Contractor price reflects material changes as a deduct in the overall cost.

Proposal No. 023 (RFP No. 014): Reservoir Vent Piping:

During inspection of the reservoir top slab, it was observed that the vent pipe was installed with the correct amount of clearance from the vent pipe outlet to the top of the concrete slab, but did not take into account the additional insulation that will be installed. To ensure the vent pipe meets all the requirements for clearance, the pipe should be extended by 2' vertically. Contractor price reflects material and labor.

Proposal No. 024 (RFP No. 015): BWW Piping Relocation:

During construction of the plate settler area, the elevation of the back wash waste pipe in the plate settler room was found to be too low for accessibility. RFP No. 015 showcases new drawings that shift the pipe slightly. Contractor price reflects material and labor.

Proposal No. 025 (RFP 017): Additional Waterstop:

During construction of the below grade foundations, it was discovered that the water table was high. To prevent water from infiltrating into the WTP, the Contractor was directed to add additional waterstop up to elevation 93.0'. Contractor price reflects material and labor.

SEND TO		
Company name AE2S		From Noah Pundsack
Attention Mr. Ryan Hanson		Date: 05/24/2024
E-mail Ryan.Hanson@ae2s.com	Phone (612) 220-0154	Magney Proposal # 022 Remove Penetron From Clearwell/Backwash Slabs At 108'

Urgent
 Please comment
 Please review
 For your information

Total pages, including cover: 1

COMMENTS

Re: Ramsey Water Treatment Plant - Ramsey, MN

Ryan,

Magney Construction, Inc. is pleased to present the following quotation to furnish the necessary labor, material, and equipment needed to complete the requested changes by AE2S to remove the Penetron admixture from the Clearwell and Backwash slabs at elevation 108'. This equates to approximately 185 cubic yards. Please see the credit associated with this change are summarized below.

Lump Sum Credit: \$ **5,920.00**

Additional Calendar Days Required for this Change (Including material lead time):	0.0
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Please review this proposal and feel free to contact me with any questions, comments or concerns.

Thank you,

Noah Pundsack

Noah Pundsack
Project Engineer

<i>Accepted By</i>	<i>Date</i>

SEND TO		
Company name AE2S		From Noah Pundsack
Attention Mr. Ryan Hanson		Date: 06/03/2024
E-mail Ryan.Hanson@ae2s.com	Phone (612) 220-0154	Magney Proposal # 023 Request For Proposal No. 014 Reservoir Vent Piping

Urgent
 Please comment
 Please review
 For your information

Total pages, including cover: 3

COMMENTS

Re: Ramsey Water Treatment Plant - Ramsey, MN

Ryan,

Magney Construction, Inc. is pleased to present the following quotation to provide the necessary labor, material and equipment to modify the 14" Reservoir vent pipe by adding two additional feet to the existing vent piping, which includes cutting and welding. The costs associated with this change are summarized below.

Labor: Offloading, Assist with Cutting & Installation of Piping	\$	343.34
Material: Additional Costs For Added Pipe Extension. (incl. tax) (see attached)	\$	1,215.74
Equipment: Misc. Small Tools and Equipment (10% of Labor)	\$	34.33
Subcontractor: Bald Eagle Cut And Weld Vent Pipe (see attached)	\$	1,680.00
Subtotal	\$	3,273.41
General Contractor's Overhead	\$	323.01
Bond & Insurance premiums	\$	49.10
Lump Sum Total:	\$	3,645.52

Additional Working Days Required for this Change (Including material lead time):	2.0
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Please review this proposal and feel free to contact me with any questions, comments or concerns.

Thank you,

Noah Pundsack

Noah Pundsack
Project Engineer

<i>Accepted By</i>	<i>Date</i>



BALD EAGLE ERECTORS

7309 Lake Drive, Lino Lakes, MN 55014
Ph: 651-405-9050 | Fx: 651-405-9057
www.baldeagleerectors.com

PROPOSAL

Date: 5/30/2024

PROJECT NAME: Ramsey WTP Pipe Extension Welding

BALD EAGLE ERECTORS, INC. proposes to supply labor and equipment to cut and weld in extension to existing pipe in place for a lump sum of \$1,680.00 (One Thousand Six Hundred Eighty Dollars and no cents.)

BEE reserves the right to negotiate all contracts.

SEE PAGE 2 of 2 FOR CLARIFICATIONS

This price is based on regular 8-hour day; Price **does not** include a performance bond. **No overtime** in this price.

Please note our "normal" exclusions apply to this job. They are: DEMO, all loose lintels, metal studs, tectum decking, embedded items, painting, surveying, testing, grouting, barricading of openings, cutting of all roof openings, removal of waste from job site (dumpster), and supplying of street permits. Line and grade by General Contractor. Should general contractor require overtime work on above project, it will be discussed prior to proceeding. Any extra trips for unloading steel will be billed accordingly.

*Veteran Owned
Certified DBE State of Minnesota/MNDOT
Certified CERT Cities of Minneapolis & St. Paul/Ramsey & Hennepin County
Member - MAICC
Certified Member - NMSDC
AISC - Certified*

We hereby propose to furnish labor only - complete in accordance with the above specifications, with payments to be made as follows:

PROGRESS PAYMENTS/NET 30 DAYS FROM DATE OF INVOICE

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature _____

Mike Bice

The above price, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED BY:

Signature _____

Date _____

Title _____



Bid Proposal for Ramsey S40 Additional Pipe

MAGNEY CONSTRUCTION 230

Job Location: Ramsey, MN

Bid Date: 05/22/2024

Core & Main 3556940

Core & Main

5145 211th Street West

Farmington, MN 55024

Phone: 6514636090

Fax: 6514634554

Seq#	Qty	Description	Units	Price	Ext Price
20	1	14" X 2'10" SCH40 A53 STL PIPE RED PRIMED	EA	724.38	724.38
30	1	ESTIMATED FREIGHT	EA	400.00	400.00
				Sub Total	1,124.38
				Tax	0.00
				Total	1,124.38

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



Request For Proposal No. 014

Date of Issuance:

Project Manager: Aaron Vollmer, P.E.
AE2S
Water Tower Place Ste 184
6901 E. Fish Lake Road
Maple Grove, MN 55369

Contractor: Magney Construction Inc.

Project: Ramsey Water Treatment Plant

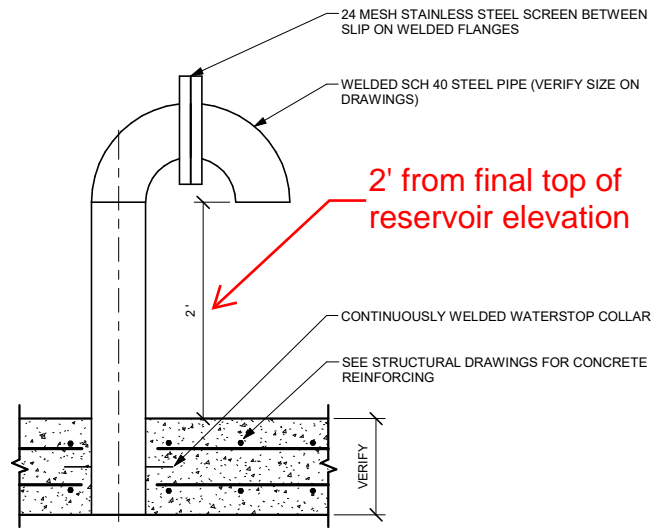
Owner: City of Ramsey, Minnesota

Re: Reservoir Air Vent Piping

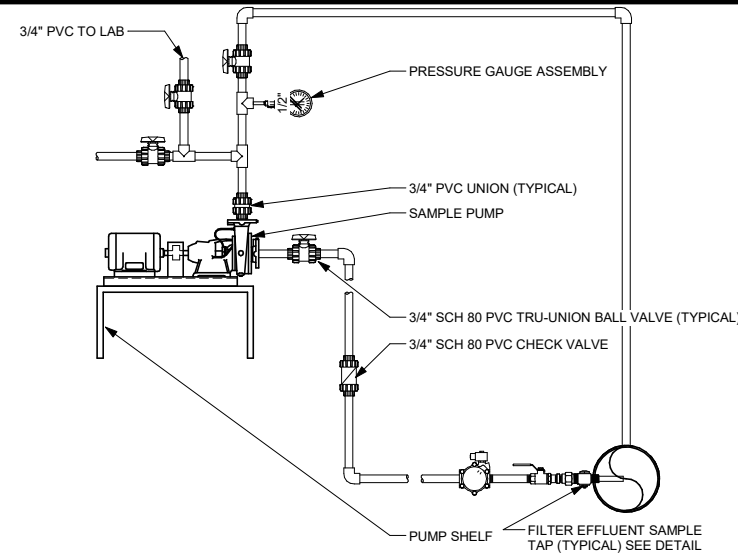
Please submit a cost proposal for changes to the Contract Documents for the following proposed modifications. THIS IS NOT A WORK CHANGE DIRECTIVE, CHANGE ORDER, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

AE2S requests pricing from Magney for the cost/credit of modifying the elevation of the air vent piping in the reservoir top slab. Currently the air vent effluent has 2 ft of clearance from the top of the CIP slab. This clearance needs to be altered to 2 ft above the final finished elevation of the top of the reservoir – including insulation. See attached.



1 VENT PIPE DETAIL
P706 SCALE: NONE



2 SAMPLE PUMP DETAIL
P706 SCALE: NONE

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.

SIGNATURE: *Aaron S. Vollmer*
 TYPED NAME: AARON S. VOLLMER
 REG. NO. 51388
 JANUARY 27, 2023

SYM	DATE	DESCRIPTION	APPR



RAMSEY WATER TREATMENT PLANT
 CITY OF RAMSEY, MN
 RAMSEY, MINNESOTA
 PROCESS STANDARD DETAILS

DRAWING TYPE	CONST.
PREPARED BY	SGR
CHECKED / APPROVED	RAH / ASV
DATE	JAN. 2023
PROJECT NUMBER	05434-2020-002
SHEET	

DRAWING
P706



Proposal

SEND TO		
Company name AE2S		From Noah Pundsack
Attention Mr. Ryan Hanson		Date: 05/24/2024
E-mail Ryan.Hanson@ae2s.com	Phone (612) 220-0154	Magney Proposal # 024 Request For Proposal No. 015 BWW Piping Relocation

Urgent
 Please comment
 Please review
 For your information

Total pages, including cover: 2

COMMENTS

Re: Ramsey Water Treatment Plant - Ramsey, MN

Ryan,

Magney Construction, Inc. is pleased to present the following quotation to provide the necessary labor, material and equipment to Raise the 4" BWW Centerline to an elevation of 123.50' from 120.87', following the route on the revised P306 & P307 piping drawings included with RFP No. 015 BWW Piping Relocation. The costs associated with this change are summarized below.

Labor: Additional Labor to Add Four (4) 90 Deg Elbows & Connections	\$	1,071.86
Material: Additional Costs For Added Pipe Spools, Fittings, N,B&G, (incl. tax)	\$	2,595.32
Equipment: Misc. Small Tools and Equipment (10% of Labor)	\$	107.19
Subcontractor: Fresh Blast Painting - Additional Painting (see attached)	\$	1,040.00
Subtotal	\$	4,814.37
General Contractor's Overhead	\$	618.16
Bond & Insurance premiums	\$	72.22
Lump Sum Total:	\$	5,504.74

Additional Working Days Required for this Change (Including material lead time):	2.0
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Please review this proposal and feel free to contact me with any questions, comments or concerns.

Thank you,

Noah Pundsack

Noah Pundsack
Project Engineer

Accepted By	Date



Office: 651-447-2218

Date 5/21/2024

We are pleased to submit a proposal for the following project:

Ramsey MN WTP

For the following sections:

RFP 015 – changes to backwash waste pipe

Our Proposal is for:

One thousand forty dollars.

\$1,040.00

RFP dated: 10/17/2023

Addenda: N/A

Unit Prices: None

Allowances: None

Alternates: Deduct \$360 if the pending change order switching the project to prevailing wages is not approved and prevailing wages are not applicable

OUR BASE BID INCLUDES:

1. Labor, materials, travel, and overhead to paint additional elbow, flanges, and nuts/bolts
2. Prevailing wages as of 10/17/2023, including additional taxes, unemployment insurance costs, and back-office burden for prevailing wage reporting. Highway/heavy wage rate for painters is \$70.39 per hour.

OUR BASE BID DOES NOT INCLUDE:

1. Any bonds required by Owner or GC.
2. Pipe labeling.
3. Temp heat—indirect, externally-vented temp heat to be provided by GC or Owner if needed.

OTHER BID NOTES:

1. All paint systems included in this bid will be Sherwin-Williams products. Where factory/shop priming is required by spec, please ensure manufacturers are using the appropriately compatible Sherwin-Williams primer.



Request For Proposal No. 015

Date of Issuance:

Project Manager: Aaron Vollmer, P.E.
AE2S
Water Tower Place Ste 184
6901 E. Fish Lake Road
Maple Grove, MN 55369

Contractor: Magney Construction Inc.

Project: Ramsey Water Treatment Plant

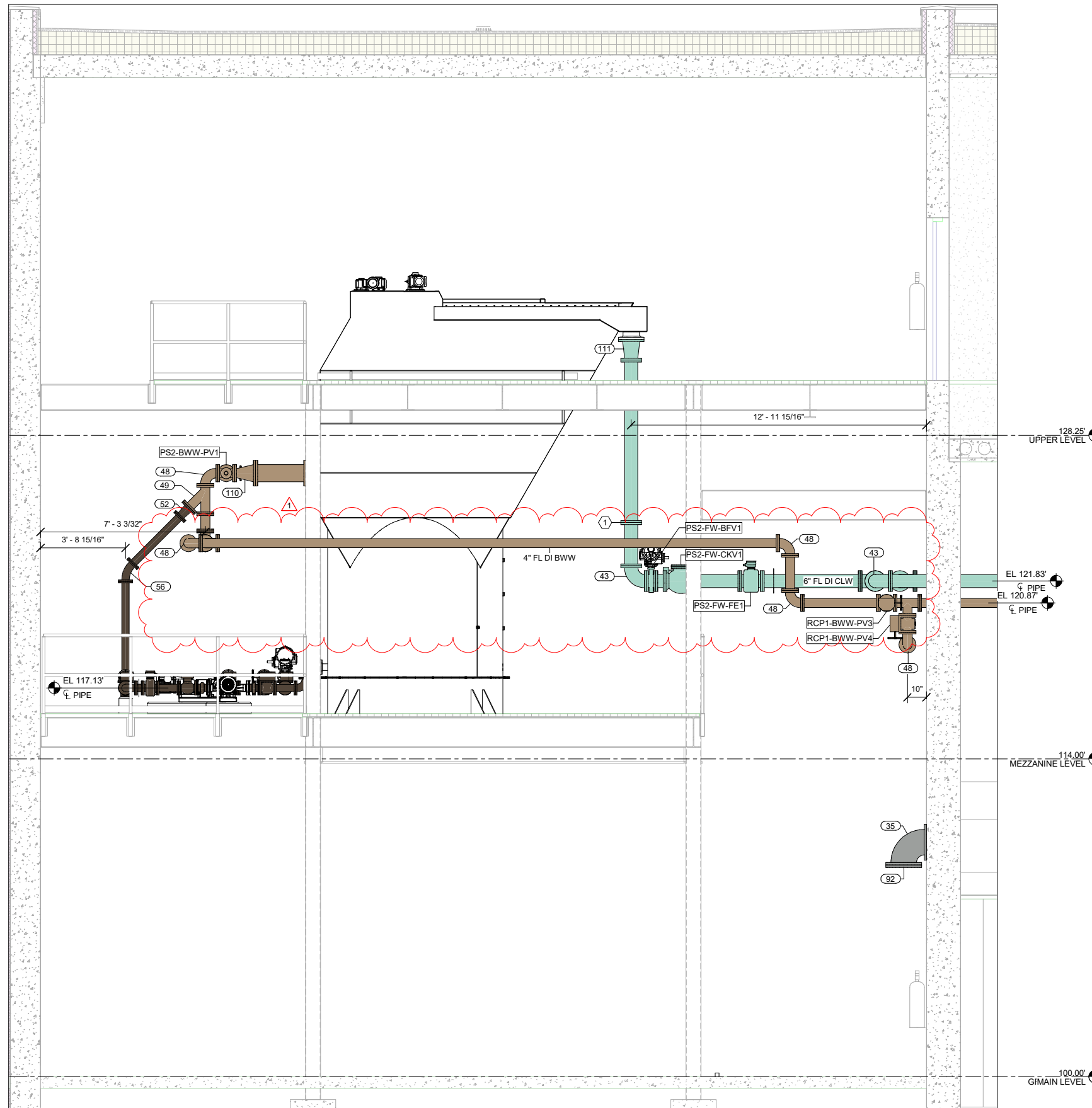
Owner: City of Ramsey, Minnesota

Re: BWW Piping Relocation

Please submit a cost proposal for changes to the Contract Documents for the following proposed modifications. THIS IS NOT A WORK CHANGE DIRECTIVE, CHANGE ORDER, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

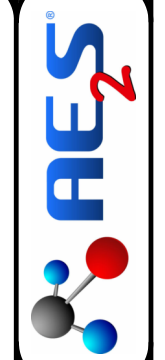
AE2S requests pricing from Magney for the cost/credit of modifying the backwash waste piping in the plate settler room. At the current designed elevation the backwash waste piping limits accessibility of the room. The elevation needs to be raised to 123.5' to allow a walkway below the piping. See attached drawings.



1 SECTION - PLATE SETTLER ROOM - LOOKING NORTH
P306

- IMPROVEMENTS**
- 35 12" FL DI 90° BEND
 - 43 6" FL DI 90° BEND
 - 48 4" FL DI 90° BEND
 - 49 4" FL DI LATERAL WYE
 - 52 4" x 3" FL DI CONCENTRIC REDUCER
 - 56 3" FL DI 45° BEND
 - 92 14" VENT WITH VENT SCREEN - SEE DETAIL 3/SD/P702.
 - 110 8" x 4" FL DI CONCENTRIC REDUCER
 - 111 8" x 6" FL DI CONCENTRIC REDUCER
- CONSTRUCTION NOTES**
- 1 PROVIDE ORIFICE PLATE ALL WORK FOR TWO CHANGE OUTS OF THE ORIFICE PLATE SHALL BE INCIDENTAL TO THE BASE BID PRICE.

SYMBOL	DATE	DESCRIPTION	RAH	APP
1	5/16/24	FIELD ORDER No. 15	RAH	
	12/12/23	FIELD ORDER No. 06	RAH	



RAMSEY WATER TREATMENT PLANT
 CITY OF RAMSEY, MN
 RAMSEY, MINNESOTA
 WTP - SECTION - PLATE SETTLER ROOM - LOOKING NORTH

DRAWING TYPE	CONST.
PREPARED BY	SGR
CHECKED / APPROVED	RAH / ASV
DATE	JAN. 2023
PROJECT NUMBER	05434-2020-002
SHEET	

DRAWING
P306



Proposal

SEND TO		
Company name AE2S		From Noah Pundsack
Attention Mr. Ryan Hanson		Date: 05/24/2024
E-mail Ryan.Hanson@ae2s.com	Phone (612) 220-0154	Magney Proposal # 025 RFP No. 017 Additional Waterstop

Urgent
 Please comment
 Please review
 For your information

Total pages, including cover: 2

COMMENTS

Re: Ramsey Water Treatment Plant - Ramsey, MN

Ryan,

Magney Construction, Inc. is seeking compensation for the additional labor, material, and equipment needed to complete the changes, as directed by AE2S, to add additional waterstop not shown on drawings at elevation 86' in Water Treatment Plant and 93' in the Reservoir. Please see the costs associated with this change are summarized below.

Labor: Install an Additional 724 LF of Waterstop	\$	5,411.90
Material: Additional 6" Waterstop (see attached)	\$	3,256.55
Equipment: Misc. Small Tools and Equipment (10% of Labor)	\$	541.19
Subcontractor:		
Subtotal		\$9,209.64
General Contractor's Overhead	\$	1,381.45
Bond & Insurance premiums	\$	158.87
Lump Sum Total:	\$	10,749.95

Additional Calendar Days Required for this Change (Including material lead time):	1.0
------------------------------------------------------------------------------------------	------------

Please review this proposal and feel free to contact me with any questions, comments or concerns.

Thank you,

Noah Pundsack

Noah Pundsack
Project Engineer

<i>Accepted By</i>	<i>Date</i>



ON ACCOUNT



127 - Mendota Heights
1400 Commerce Dr.
Mendota Heights, MN, 55120
(952) 356-0800

QUOTE

52681269

**THIS IS A QUOTE ONLY DO NOT SHIP OR
TENDER FUNDS**

Sold To: 10000347796
MAGNEY CONSTRUCTION, INC
1401 PARK RD
CHANHASSEN, MN, 55317

Ship To : RAMSEY WTP,10004324541
6900 143RD AVE NW
RAMSEY, MN, 55303
Job Site Contact: NOAH -
Job Site Phone: 320-429-1186
Map #:

03:37 PM

Ordered By: NOAH -

Contact Phone: 320-4291186

Quote Number		Quote Date	Valid Until	Request Date	Sales Person	
52681269		05/11/2023	06/19/2023		Simpson, A	
Terms		Shipping Method	Quote Name	Customer PO	Created By	
N10THPROX		DIRECT SHIP		QUOTE	Persaud, S	
SEQ	Part# H/M	Description	Ord Quantity	U/M Unit WT	Price COO	Amount
		*** FREIGHT IS PREPAID ON THIS ORDER *** *****				
10	483GS732	6"X3/8" RIBBED CENTERBULB WATERSTOP 50/RL GREENSTREAK	5500	FT 2.08 LBS	\$4.16	\$22,880.00

Shipped amount	\$22,880.00
Order charges	\$0.00
Tax amount	\$1,630.20
Lumber Tax rate/amount	1.00% \$0.00
Quote total	\$24,510.20

Shipped Weight: **11,440.00** Customer acceptance signature: _____ Date : _____

ALL ITEMS AND QUANTITIES REQUIRE CUSTOMER REVIEW AND APPROVAL
AVAILABILITY AND LEAD TIMES ARE SUBJECT TO CHANGE
SPECIAL ORDERED ITEMS ARE SUBJECT TO MANUFACTURER APPROVAL PRIOR TO RETURN.
QUOTE IS SUBJECT TO EXPIRATION AS INDICATED IN THE ABOVE 06/19/2023 DATE.

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, and Williams Equipment & Supply. Learn more at About.WhiteCap.com.

Note: Due to volatility in the steel market from the recent Section 232 decision, domestic supply constraints and active trade negotiations, pricing is subject to change on a daily basis. Please review your pricing and contact your sales associate immediately to secure products and pricing.



Request For Proposal No. 017

Date of Issuance:

Project Manager: Aaron Vollmer, P.E.
AE2S
Water Tower Place Ste 184
6901 E. Fish Lake Road
Maple Grove, MN 55369

Contractor: Magney Construction Inc.

Project: Ramsey Water Treatment Plant

Owner: City of Ramsey, Minnesota

Re: Additional Waterstop

Please submit a cost proposal for changes to the Contract Documents for the following proposed modifications. THIS IS NOT A WORK CHANGE DIRECTIVE, CHANGE ORDER, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

AE2S requests pricing from Magney for the cost/credit of all additional waterstop installed in the project that was not shown in the original plans.

SEND TO			
Company name AE2S		From Noah Pundsack	
Attention Mr. Ryan Hanson		Date: 06/03/2024	
E-mail Ryan.Hanson@ae2s.com	Phone (612) 220-0154	Magney Proposal # 026 RFP No. 016 - Water Wick Drain Connection	

Urgent
 Please comment
 Please review
 For your information

Total pages, including cover: 2

COMMENTS

Re: Ramsey Water Treatment Plant - Ramsey, MN

Ryan,

Magney Construction, Inc. is pleased to present the following quotation to furnish the necessary labor, material, and equipment needed to complete the changes requested in RFP No. 016 Water Wick Drain Connection. The costs summarized below cover a 3" drain line from the Northeast corner of the Plate Settler room to the sanitary drain on the North end of TD-1 in the Plate Settler room. Please note that this run of piping requires an additional vent line. Please see the costs associated with this change are summarized below.

Labor: Assist with drain line layout and forming around 3" Drain	\$	275.40
Material:	\$	-
Equipment: Misc. Small Tools and Equipment (10% of Labor)	\$	27.54
Subcontractor: NPT - Additional 3" Drain Line (see attached)	\$	2,619.00
Subtotal		\$2,921.94
General Contractor's Overhead	\$	176.39
Bond & Insurance premiums	\$	46.47
Lump Sum Total:	\$	3,144.81

Additional Calendar Days Required for this Change (Including material lead time):	2.0
------------------------------------------------------------------------------------------	------------

Please review this proposal and feel free to contact me with any questions, comments or concerns.

Thank you,

Noah Pundsack

Noah Pundsack
Project Engineer

<i>Accepted By</i>	<i>Date</i>

Northern Plumbing Tech

16376 230th Avenue NW
Elk River, MN 55330

QUOTATION

Quote Number: 340

Quote Date: May 30, 2024

Page: 1

Voice: (763) 263-8995

Fax: (763) 263-0830

Quoted To:

MAGNEY CONSTRUCTION
1401 PARK ROAD
CHANHASSEN, MN 55317

Customer ID	Good Thru	Payment Terms	Sales Rep
MAGNEY	6/29/24	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
		RAMSEY WTP , RFP 016 ADD 3" DRAIN FOR WATER WICK, WASTE AND VENT PIPING		2,619.00
			Subtotal	2,619.00
			Sales Tax	
			TOTAL	2,619.00



Request For Proposal No. 016

Date of Issuance:

Project Manager: Aaron Vollmer, P.E.
AE2S
Water Tower Place Ste 184
6901 E. Fish Lake Road
Maple Grove, MN 55369

Contractor: Magney Construction Inc.

Project: Ramsey Water Treatment Plant

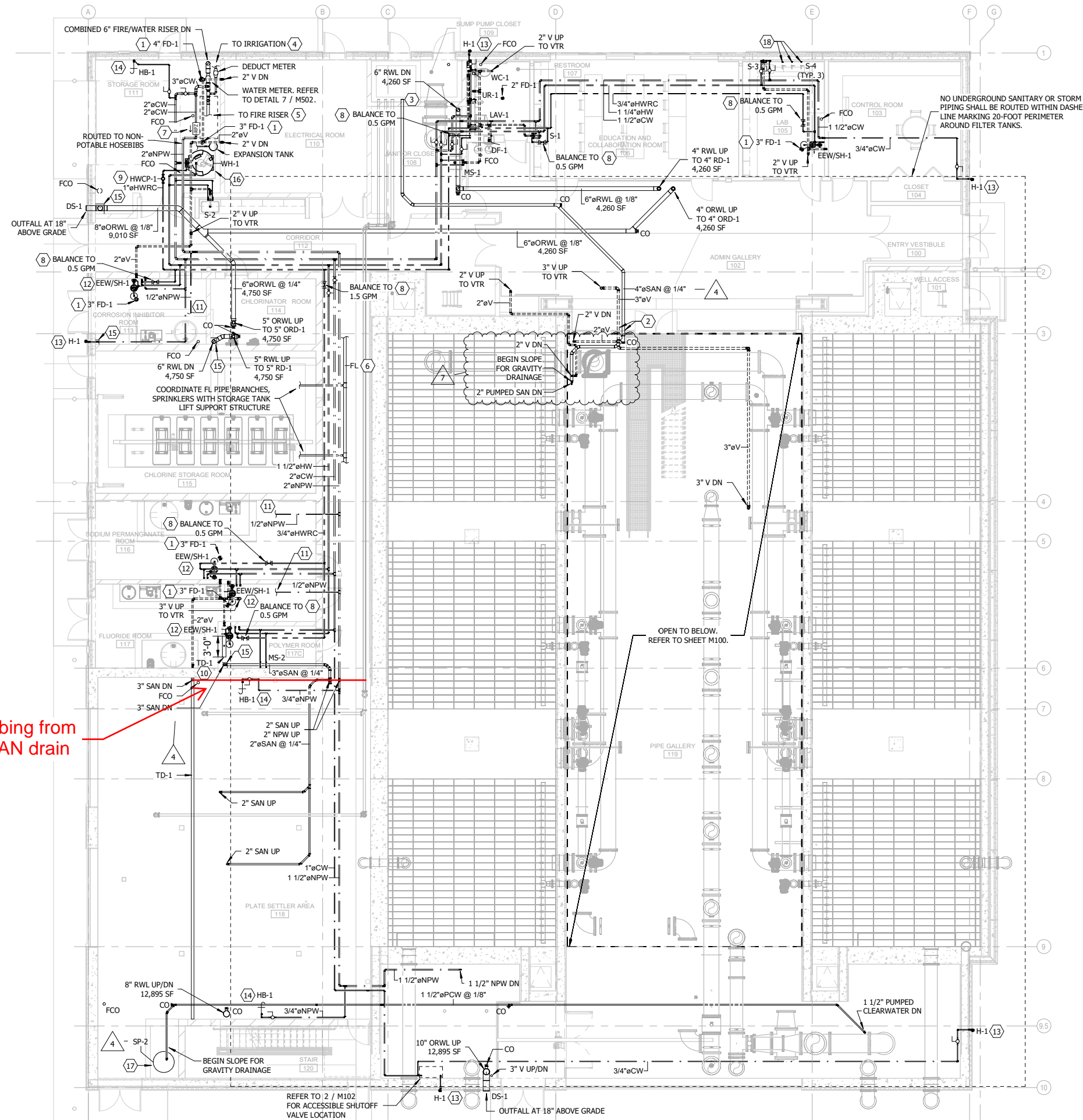
Owner: City of Ramsey, Minnesota

Re: Plumbing Connection for Backwash Tank Water Wick

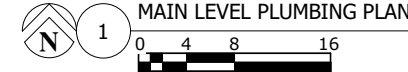
Please submit a cost proposal for changes to the Contract Documents for the following proposed modifications. THIS IS NOT A WORK CHANGE DIRECTIVE, CHANGE ORDER, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Description:

AE2S requests pricing from Magney for the cost/credit to install additional 3" drain piping from the west side of backwash tank water wick to the most convenient sanitary drain.



- ### KEYNOTES
- COORDINATE FLOOR DRAIN LOCATION WITH PLUMBING EQUIPMENT.
 - LOCATION OF PIPE PENETRATION THRU BEAM MUST BE COORDINATED WITH OPENING IN STRUCTURAL BEAM.
 - SP-1 SHALL INDIRECTLY DISCHARGE INTO AIR GAP MANHOLE.
 - 1-1/2" CW IRRIGATION LINE. APPROVED BACKFLOW PREVENTER AND DEDUCT METER PROVIDED BY OTHERS AND INSTALLED BY PLUMBING CONTRACTOR. PLUMBING CONTRACTOR SHALL VERIFY SIZE AND LOCATION WITH IRRIGATION CONTRACTOR.
 - COORDINATE FLOOR DRAIN LOCATION IN FIRE SUPPRESSION ROOM WITH FIRE SUPPRESSION EQUIPMENT.
 - PIPING AND SPRINKLERS BY FIRE PROTECTION CONTRACTOR. FIRE PROTECTION SHALL BE DESIGNED AND PROVIDED BY THE FIRE PROTECTION CONTRACTOR.
 - PROVIDE APPROVED BACKFLOW PREVENTER AS REQUIRED BY CODE.
 - ADD HWRC BALANCING VALVES AS REQUIRED.
 - HWCP-1 SHALL BE CONTROLLED BY AQUASTAT SET TO 140°F. SEE CIRCULATOR PUMP DETAIL 4 / M502.
 - MODIFY LINEAR DRAIN SECTION SIZE PER MANUFACTURER'S INSTRUCTIONS.
 - SEE PROCESS STANDARD DETAILS FOR CONNECTION OF BUILDING WATER TO CHEMICAL FEEDER PIPING FOR PROCESS EQUIPMENT.
 - COORDINATE EXACT LOCATION OF EMERGENCY EYEWASH/SHOWER AND ASSOCIATED VALVES, DOMESTIC SUPPLY, SANITARY AND WASTE PIPING WITH CHEMICAL ROOM LAYOUT. ALL INCURRED COSTS OF RELOCATION WITHIN ROOM TO BE CONSIDERED INCIDENTAL TO BID. COORDINATE FINAL FLOOR DRAIN LOCATION FOR SLOPING OF FLOOR.
 - INSTALL 24" ABOVE FINISHED GRADE.
 - INSTALL 36" ABOVE FINISHED FLOOR.
 - INSTALL PAINTED STEEL OR ALUMINUM PROTECTIVE COVER OVER EXPOSED PIPING WITHIN 8'-0" AFF.
 - PROVIDE 4-INCH HOUSEKEEPING PADS UNDER EQUIPMENT.
 - PLUMBING CONTRACTOR SHALL PROVIDE AN OIL FREE PUMP WITH SENSORS TO SHUT DOWN PUMP IN CASE OF OIL LEAKAGE.
 - COORDINATE PROCESS PIPING CONNECTION TO SAMPLE SINK FAUCET BY PLUMBING CONTRACTOR.



1 MAIN LEVEL PLUMBING PLAN

Run drain plumbing from water wick to SAN drain

DESIGN TREE
engineering + land surveying
St. Cloud | Alexandria | Rogers
320-217-5557



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.
SIGNATURE: *Paul E. Quirin*
TYPED NAME: PAUL E. QUIRIN
JANUARY 27, 2023
REG. NO. 26118

SYM	DATE	DESCRIPTION	APPR
7	09.19.23	FIELD ORDER 03	
4	05.02.23	FIELD ORDER 01	

RAMSEY WATER TREATMENT PLANT
CITY OF RAMSEY
RAMSEY, MINNESOTA
MAIN LEVEL PLUMBING PLAN

DRAWING TYPE
CONST.
PREPARED BY
RPC
CHECKED / APPROVED
PEQ / PEQ
DATE
JAN. 2023
PROJECT NUMBER
05434-2020-002

DRAWING
M101



May 15, 2024

Bruce Westby
 City of Ramsey
 7550 Sunwood Drive NW
 Ramsey, MN 55303

Re: Water Treatment Plant – Project Budget Status

Dear Mr. Westby:

AE2S continues to oversee the construction of the City of Ramsey’s new WTP. City staff have requested that AE2S review the status of the general construction contingency allowance and the WTP project cost to provide some guidance to the City of the projected WTP budget.

The original WTP was bid on March 9, 2023 with a low bid of \$31,528,500 (minus Bid Alternate No. 1). Within that lump sum bid, the contractor was asked to carry a cash allowance of \$1,300,000 with \$950,000 of that allowance to be a general construction contingency allowance for the use by the Owner for Owner requested changes or additions. To date Ramsey has approved the following expenses that have utilized that allowance.

Expense No.	General Construction Contingency Amount
	Original Contingency: \$950,000.00
Expense No. 1	\$76,446.53
Expense No. 2	\$135,654.02
Expense No. 3	\$99,095.63
Expense No. 4	\$102,023.36
Expense No. 5	\$39,361.69
Net Expenses to Date:	\$452,581.23
Available Construction Contingency:	\$497,418.77

In addition, the city has processed one change order to the total project cost that is summarized below. Since this change order was initiated for funding purposes and not for construction conformity, it is not considered a constructed required cost.

Change Order No.	Change Order Cost
CO No. 1 - Prevailing Wage Adjustments	\$794,153.71
Net Change Orders to Date:	\$794,153.71
Updated Total Contract Price:	\$32,322,653.71

In total, the project contract cost is now \$32,322,653.71. With \$452,581.23 of the \$950,000 general construction contingency utilized, a balance of \$497,418.77 remains. If this remaining allowance is not utilized during construction, the balance will be deducted from the Final Payment. Based on the status of the project AE2S feels that the bulk of the change order costs have been identified. There will likely be future change orders that arise for smaller field coordination items, but these tend to be smaller and less significant.



AE2S has reviewed this remaining contingency balance and would offer the following observations/considerations.

1. AE2S has received 192 submittals for this project. These submittals are intended to allow the design team to review the final installation and scope of the various components of the project prior to fabrication and installation. This process allows the team to work directly with the contractor and the suppliers to make any final adjustments that are needed to accommodate the equipment that was selected for the project. This is an important step in the construction process because of the complicated nature of the facility and the variation in equipment options. Completing this step significantly reduces the chances of change orders. In comparison with recent projects of similar size and scope AE2S believes that a majority of the submittals have been received for the project and the remaining submittals will be less significant in scope to the project. The following projects were used for comparison.
 - a. **Reference projects:**
 - i. Shoreview WTP (8MGD iron and Manganese WTP) = 170 submittals
 - ii. Robbinsdale Lime Softening WTP (substantially more equipment and complicated design) = 273 submittals

2. AE2S has a history of delivering projects of this nature with change orders being less than 3% of the total project cost. The general construction contingency for this project (\$950,000) is approximately 3.1% of the base construction cost of \$30,578,500. For reference, AE2S completed the following similar projects with the final costs as noted below:

Project	Original Contract Value	Total Change Orders
Shoreview 8MGD WTP	\$9,920,000	\$119,446 (1.2%)
MMU Softening Enhancement Project	9,620,000	204,281 (2.1%)
Robbinsdale 3.5MGD Softening WTP	\$31,820,400	\$765,288 (2.4%)

Based on the items noted above AE2S feels that Ramsey's project is progressing well and is not likely to require additional funding to cover change orders beyond what is already reserved in the construction contingency allowance. AE2S will continue to review project status and work with the contractor to manage the project in the Best interests of Ramsey. Should you have any further questions please do not hesitate to contact me at my e-mail Aaron.Vollmer@ae2s.com or on my cell phone at 612-719-5015

Submitted in Service,
AE2S

Aaron Vollmer
Project Manager

CC Regular Session**Meeting Date:** 06/11/2024**Primary Strategic Plan Initiative:** Address infrastructure needs.**Information****Title:**

Adopt Resolution #24-156 Accepting Bids and Awarding Contract for 2024 Neighborhood Pavement Overlay Improvements, Improvement Project #24-07

Purpose/Background:**Purpose:**

The purpose of this case is to adopt Resolution #24-156 accepting bids and awarding a contract for construction 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 the Work Session, recommending to not move forward with the connection.
- April 16, 2024, the Ramsey Public Works Committee recommended City Council approval of plans and specifications and authorizing advertisement for bids.
- April 23, 2024, the Ramsey City Council approved plans and specifications and authorized advertisements for bids.
- June 4, 2024, bids were publicly opened and tabulated.

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

Proposed Improvements

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 converting the gravel segment of Basalt Street south of 141st Avenue to a fully paved street section including concrete curb and gutter and storm sewer. 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 that 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, by placing 4-inches bituminous pavement on top of 6-inches aggregate base. Staff recommends awarding this alternative bid item due to the significant cost savings related to maintenance of the gravel surfacing that will be realized over time.

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

Preliminary Schedule Remaining

- Council awards contract to the lowest responsible bidder, North Valley, Inc.
 - 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
 - Verify final turf establishment, project clean up complete

Bid Opening

On June 4, 2024, a total of three (3) bids were publicly opened and tabulated and the following bids were found to comply with the advertisements for bids.

Contractor	Base Bid	Alternate Bid	Total Bid
North Valley, Inc.	\$1,478,973.36	\$83,575.67	\$1,562,549.03
GMH Asphalt Corporation	\$1,533,328.05	\$76,838.85	\$1,610,166.90
Park Construction Company	\$1,639,857.41	\$76,867.08	\$1,716,724.49
<i>Engineer’s Estimate</i>	<i>\$1,462,680.00</i>	<i>\$82,828.75</i>	<i>\$1,545,508.75</i>

North Valley, Inc. of Nowthen, Minnesota, submitted a total bid in the amount of \$1,562,549.03 for the base bid plus alternate bid for said improvements in accordance with the approved plans and specifications and advertisement for bids, and is the lowest responsible bidder.

Adding indirect costs in the amount of 14-percent for administrative, engineering, finance, and legal costs brings the total project costs to \$1,781,305.89.

The low bid is 1.1 percent higher than the engineer’s estimate.

Bidding was competitive, with all bids being within 10-percent of the low bid.

Notification:

If a contract for construction is awarded, letters will be mailed to property owners with updates on the project status. The Engineering department maintains City Improvement Project webpages with the most current project information, which will also be updated.

Time Frame/Observations/Alternatives:

Timeframe:

Staff estimates up to 10 minutes will be needed to present this case and respond to questions.

Alternatives:

Alternative 1 - Motion to adopt Resolution #24-156 accepting bids and awarding a contract for construction for 2024 Neighborhood Pavement Overlay Improvements, Improvement Project #24-07 for the base bid plus alternate bid to North Valley, Inc. in the amount of \$1,562,549.03.

Alternative 2 - Motion to adopt Resolution #24-156 accepting bids and awarding a contract for construction for 2024 Neighborhood Pavement Overlay Improvements, Improvement Project #24-07 for the base bid only to North Valley, Inc. in the amount of \$1,478,973.36.

Alternative 3 - Motion to deny adoption of Resolution #24-156 at this time.

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 so funding is proposed to come from 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.

Total project costs for each funding source will be presented during the Council meeting.

Recommendation:

Staff recommends approving alternative #1 for reasons noted herein.

Outcome/Action:

Adopt Resolution #24-156 accepting bids and awarding a contract for construction for 2024 Neighborhood Pavement Overlay Improvements, Improvement Project #24-07, for the base bid plus alternate bid to North Valley, Inc. in the amount of \$1,562,549.03.

Attachments

Resolution 24-156

Form Review

Inbox

Brian Hagen

Form Started By: Bruce Westby

Final Approval Date: 06/06/2024

Reviewed By

Brian Hagen

Date

06/06/2024 02:32 PM

Started On: 06/04/2024 05:12 PM

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

RESOLUTION #24-156

RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT 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, pursuant to Ramsey City Council Resolution #24-110, adopted on April 23, 2024, the City Council approved final plans and specifications as prepared by the City Engineer and authorized advertisement for bids for the same improvements; and

WHEREAS, bids were advertised in the Anoka Union Herald on Friday April 26 and May 3, 2024; and

WHEREAS, three (3) bids were received, opened and tabulated on June 4, 2024, and the following bids were found to comply with the approved plans and specifications and advertisement for bids; and

Contractor	Base Bid	Alternate Bid	Total Bid
North Valley, Inc.	\$1,478,973.36	\$83,575.67	\$1,562,549.03
GMH Asphalt Corporation	\$1,533,328.05	\$76,838.85	\$1,610,166.90
Park Construction Company	\$1,639,857.41	\$76,867.08	\$1,716,724.49
<i>Engineer's Estimate</i>	<i>\$1,462,680.00</i>	<i>\$82,828.75</i>	<i>\$1,545,508.75</i>

WHEREAS, North Valley, Inc. of Nowthen, Minnesota, who submitted a total bid in the amount of \$1,562,549.03 for construction of said improvements in accordance with the approved plans and specifications and advertisement for bids, is the lowest responsible bidder and their bid shall be and hereby is accepted.

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

- 1) The Mayor and City Administrator are hereby authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Ramsey.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of June, 2024.

Mayor

ATTEST:

City Clerk

CC Regular Session**Meeting Date:** 06/11/2024**Primary Strategic Plan Initiative:** Identify and implement operational efficiencies, cost savings and additional funding sources.**Information****Title**

Adopt Resolution ~~#23-144~~ #24-155 Declaring Participation in State Performance Measurement Program - Please Note: this case was removed from the Consent Agenda and put on the Regular Agenda as item 7.2

Purpose/Background:**Purpose of Case:**

Adopt a resolution declaring the City's participation in the State Council on Local Results and Innovation Performance Measurement Program (often referenced as CPM - City Performance Measurement)

NOTE: the City participated in this annual program in 2012-2015, 2017, 2019-2022.

Background:

In 2010, the State legislature created the Council on Local Results and Innovation. In 2011, the Innovation Council developed and released a standard of performance measurements for Cities and Counties; with the goal of aiding residents, taxpayers, and state and local elected officials in determining the efficacy of Counties and Cities in providing services, and measure residents' opinions of those services.

Cities that elect to participate in the standard measures program must officially adopt [by resolution] and implement certain standard performance measures. Participating entities must report their results to the State Auditor and make them available to all interested parties by publishing them on the Auditor's website [by July 1 annually]. Lastly, results must be provided to local residents through publication, direct mailing, posting on a website or through a public hearing [by December 31 annually]

Cities benefit from participating from the standard measures program by receiving a reimbursement from the State in the amount of 14 cents per capita (about \$4,000 Ramsey). More importantly, Cities benefit by developing an annual performance measurement baseline; which can be utilized by elected officials and taxpayers to make educated decisions. Lastly, cities have the ability to view other organizations' program results; which provides the City with comparable performance measurement data.

Observations/Alternatives:

Attached to this case is the resolution required for adoption to participate in the Council on Local Results and Innovation Performance Measurement Program along with previous results.

This program works in parallel with the City's initiative to conduct a biannual resident survey. Both the performance measurement program and the biannual resident survey are utilized during the City's budgeting and strategic planning processes.

Funding Source:

This case is being handled as part of normal Staff duties. The State of Minnesota allocates funding to the City for participating (about \$4,000).

Recommendation:

Adopt Resolution ~~#23-144~~ #24-155 Declaring the City of Ramsey's Participation in the State Council on Local Results and Innovation -- Performance Measurement Program

Action:

Motion to adopt Resolution ~~#23-144~~ #24-155 Declaring the City of Ramsey's Participation in the State Council on Local Results and Innovation -- Performance Measurement Program

Attachments

Reso #24-155 Performance Measurement Program
Ramsey Standard Measures 2023

Form Review

Inbox

Brian Hagen

Form Started By: Diana Lund

Final Approval Date: 06/13/2024

Reviewed By

Brian Hagen

Date

06/05/2024 08:14 AM

Started On: 05/21/2024 06:59 AM

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #24-155

RESOLUTION DECLARING THE CITY OF RAMSEY'S PARTICIPATION IN THE STATE COUNCIL ON LOCAL RESULTS AND INNOVATION – PERFORMANCE MEASUREMENT PROGRAM

WHEREAS, In 2010, the Minnesota Legislature created the Council on Local Results and Innovation; and

WHEREAS, The Council on Local Results and Innovation developed a standard set of performance measures that will aid residents, taxpayers, and state and local elected officials in determining the efficacy of counties in providing services and measure residents' opinion of those services; and

WHEREAS, Benefits to the City for participating in the Minnesota Council on Local Results and Innovation's comprehensive performance measurement program are outlined in MS 6.91 and include eligibility for a reimbursement as set by State statute; and

WHEREAS, Any City participating in the comprehensive performance measurement program is also exempt from levy limits for taxes, if levy limits are in effect; and

WHEREAS, The City of Ramsey has adopted and implemented at least 10 of the performance measures, as developed by the Council on Local Results and Innovation, and a system to use this information to help plan, budget, manage and evaluate programs and processes for optimal future outcomes.

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

- 1) The City of Ramsey will continue to report the results of the performance measures to its citizenry by the end of the year through publication, direct mailing, posting on the city's/county's website, or through a public hearing at which the budget and levy will be discussed and public input allowed.
- 2) The City Council of Ramsey will submit to the Office of the State Auditor the actual results of the performance measures adopted by the City.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of June, 2024.

Mayor

ATTEST:

City Clerk

