

City of Ramsey
Agenda
Regular City Council
Tuesday, September 10, 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. Presentation Proclaiming September 17 - 23, 2024 as Constitution Week

3. Citizen Input

Citizen input is an opportunity for the public to address the City Council concerning items not listed on the agenda. Please raise your hand to be recognized by the Mayor or member officiating the meeting. Approach the podium and state your full name and address for the record. Time may be limited.

4. Approve Agenda

5. Approve Minutes

1. Approve the Following Meeting Minutes:
 1. City Council Work Session dated August 27, 2024
 2. City Council Regular Session dated August 27, 2024
 3. City Council Special Session dated September 3, 2024

6. Consent Agenda

All items listed under the Consent Agenda are considered to be routine or non-controversial by the City Council and will be enacted by one motion, without discussion.

1. Note the following Boards, Commissions, and Committee Meeting Minutes:
 - Planning Commission Meeting Minutes Dated July 25, 2024
 - Environmental Policy Board Meeting Minutes Dated July 15, 2024
 - Economic Development Authority Meeting Minutes Dated June 13, 2024
 - Public Works Committee Meeting Minutes Dated July 16, 2024.
 - Park and Recreation Commission Meeting Minutes Dated May 9, 2024 and June 13, 2024
 2. Approve Business License Applications.
 3. Affirm Resolution #24-212 - Site Plan Review for Haviland Fields
 4. Adopt Resolution #24-256 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of August 22, 2024 through September 4, 2024.
 5. Adopt Resolution #24-244 Declaring Costs to be Assessed and Calling for a Public Hearing on Proposed Assessment for Past-Due Charges on Municipal Utility Bills (which may include water, sewer, street lighting, recycling, storm water charges and penalties incurred) and Current Services Rendered.
 6. Adopt Resolution #24-243 Approving Amended Cooperative Construction Agreement #1052605-1 for Improvement Project #20-11, Ramsey Gateway Highway 10 Improvements
 7. Adopt Resolution #24-247 Requesting Anoka County to Withhold Certain Tax Forfeit Land (15-32-25-43-0001) From Public Sale and Authorizing Acquisition of Tax Forfeit Property for Public Purpose
 8. Adopt Resolution #24-248 Approving Final Plat and Development Agreement for Riverstone South Fifth Addition (Capstone Homes).
 9. Adopt Resolution #24-249 Approving a Development Agreement for Diamond Graphic's Building Expansion at 14350 Azurite St NW (Project No. 24-111); Case of Diamond Graphics
 10. Adopt Resolution #24-250 Approving a Development Agreement for Quad Logic's Building Addition at 14220 Basalt Street NW (Project No. 24-118); Case of Quad Logic
 11. Adopt Resolution #24-251 Approving Change Order No. 23 for Improvement Project #20-11, Ramsey Gateway Highway 10 Improvements
 12. Adopt Resolution #24-252 Approving First Amendment to Purchase Agreement, Right of Re-Entry Agreement and Development Agreement for Lot 2, Block 1, COR FOUR; T5 Ramsey LLC (Take 5)
7. **Public Hearing**

1. PUBLIC HEARING: Adopt Resolution #24-230 Vacating all Existing, Platted Drainage and Utility Easements on the Property Located Between Rhinestone Street, Traprock Street, East Ramsey Parkway, and 146th Avenue (Project No. 24-117)/ Case of COR at Ramsey, LLC

8. Council Business

1. Adopt Resolution #24-229 Granting Approval of the Preliminary Plat, Final Plat, Development Agreement, and a Sidewalk Easement Agreement for Parkside Townhomes in The COR (Project No. 24-117); Case of COR at Ramsey, LLC
2. Introduce Ordinance #24-11 Authorizing the City of Ramsey to Sell Fourteen (14) Parcels of Real Property

9. Mayor/Council/Staff Input

10. Adjournment

CC Regular Session New

Meeting Date: 09/10/2024

Primary Strategic Plan Initiative: Not Applicable

Title:

Presentation Proclaiming September 17 - 23, 2024 as Constitution Week

Purpose/Background:

Purpose: To proclaim September 17 - 23 as Constitution Week.

Background: For several years, upon the request of the Daughters of the American Revolution (DAR), the City Council proclaimed September 17–23 as Constitution Week. Staff has received such a request, and Mayor Kuzma has been asked to read the proclamation aloud, as well as present a signed copy to Dawn Sieber, a representative of DAR. If a representative of DAR is not present, staff will mail the signed proclamation to them.

The proclamation is attached.

Attachments

Proclamation

Form Review

Inbox

Brian Hagen

Form Started By: Katie Schmidt

Final Approval Date: 08/22/2024

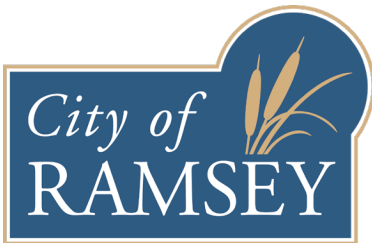
Reviewed By

Brian Hagen

Date

08/22/2024 08:39 AM

Started On: 08/15/2024 02:07 PM



CITY OF RAMSEY PROCLAMATION FOR CONSTITUTION WEEK

WHEREAS, September 17, 2024, marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and


WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

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

- 1) That the City Council of the City of Ramsey hereby proclaims the week of September 17 through 23, 2024, as **CONSTITUTION WEEK**.
- 2) That the City Council of the City of Ramsey asks its citizens to reaffirm the ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this, the 10th day of September, 2024.



Mayor

ATTEST:



City Clerk

CC Regular Session New

Meeting Date: 09/10/2024

Primary Strategic Plan Initiative:

Title:

Approve Agenda

Purpose/Background:

Recommendation:

Outcome/Action:

Attachments

No file(s) attached.

Form Review

Form Started By: Kathy Schmitz
Final Approval Date: 09/11/2024

Started On: 09/11/2024 11:32 AM

CC Regular Session New

Meeting Date: 09/10/2024

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

Title

Approve the Following Meeting Minutes:

- 1. City Council Work Session dated August 27, 2024
- 2. City Council Regular Session dated August 27, 2024
- 3. City Council Special Session dated September 3, 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 August 27, 2024
- 2. City Council Regular Session dated August 27, 2024
- 3. City Council Special Session dated September 3, 2024

Attachments

- 8-27-24 CCWS
- 8-27-24 Meeting
- 9-3-24 Special Session

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Katie Schmidt	09/05/2024 11:14 AM
Form Started By: Katie Schmidt		Started On: 09/05/2024 10:52 AM
Final Approval Date: 09/05/2024		

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, August 27, 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
Finance Director Diana Lund
Police Chief Jeff Katers
Administrative Services Director Colleen Lasher
City Attorney Fritz Knaak
Community Development Director Stephanie Hanson
Planning Manager Todd Larson

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: Continued Discussion on 2025 Budget

City Administrator Hagen reviewed the Staff report in regard to the 2025 budget discussion. He reviewed the history of how they have gotten to the levy amount they have today. He shared the items that Staff is suggesting removing from the 2025 budget and push to 2026. He discussed the cost savings if they did a wage freeze on all department heads.

Finance Director Lund shared that she and City Administrator Hagen attended a meeting with the Anoka County cities where they discussed the property taxes for the upcoming year. She shared the preliminary increases for cities in the County.

Mayor Kuzma stated they are playing catch up with their union wages which is having a large increase on the budget. He added that he does not support a wage freeze as this will only make things more difficult in 2026 to make this up.

Councilmember Musgrove noted that what is happening in the market in regard to wages is beyond their control and the market rate adjustment is an issue that is impacting a lot of cities. She said the market rate increase more than doubled over last year's increase.

Councilmember Woestehoff asked if they are under-budgeting for debt services.

Finance Director Lund said yes and explained that Anoka County has paid \$300,000 on debt and they have refinanced this debt, but the payment is staying the same.

Councilmember Specht noted that the 47% increase in tax capacity is hard for him to stomach.

City Administrator Hagen shared that businesses had a 46% increase for what was paid in 2024 and they are looking at a 20% decrease in what will be paid in 2025. He said the residential is reading flat as of now.

Councilmember Riley stated his original thought was that they needed to revisit all of the positions and equipment items that they had discussed before they knew what the budget would look like; however, many of these positions and equipment items have already been moved out from previous years so revisiting this would not save them very much. He said the firetruck is such a large item for them to fund out of their current budget. He asked if this would make sense to bond or use debt to fund the firetruck. He said he does not want to create a cycle of debt, but he would like to look into this.

Finance Director Lund explained that the 2025 road debt will come off for 2026 payable which will be approximately \$110,000 that will come back. She said next year may be a better time to bond than this year as they anticipate interest rates coming down.

Councilmember Riley noted that this firetruck will be a huge, 25-year asset and he does not know why they would need to fund it out of their current budget.

Finance Director Lund stated they could take the first installment for the firetruck out of the budget, and they could look at doing an internal loan to fund it until they are able to issue the debt to pay it back.

Mayor Kuzma asked if they will be bonding for capital equipment next year.

Finance Director Lund said they are working through the CIP right now which will help them get a better idea of what they are looking at for the next three years of equipment. She noted they may want to look at ten year certificates that will fund three years of capital.

Councilmember Musgrove asked if they would be using the internal loan for this year and bond for it in future years or use the internal loan and pay this off through the levy instead of bonding.

Finance Director Lund said they could look into both scenarios. She explained that they can look into what amount they need to issue debt for the equipment. She noted that this would be hard for her to answer until they start looking into the 2026 budget.

Councilmember Musgrove said she does not support the debt. She asked if they have any investment cash that they could use to offset the debt.

Finance Director Lund explained that when they are looking at investment dollars, it is not like a dollar comes in and it goes to the general fund, but rather it is all pooled. She said this is based off of the balance at year end of how the interest is calculated out.

Councilmember Musgrove asked if there are any funds that they have money in that would qualify to fund a portion of the firetruck.

Finance Director Lund said they can do an interfund loan against the PIR fund or possibly the facility fund.

Mayor Kuzma shared that he agreed with Councilmember Riley and likes the idea of using an internal loan for the balance due in 2025 and then look at the capital equipment needs for the future.

Finance Director Lund explained that she would like to change the City's fund balance policy to be more in line with what other cities do where they have a fund balance of 50% of next year's property tax levy. She noted that if they move to this fund balance model there may be some funds left that they could look at using. She added that if legislation comes through in regard to paying themselves back through the TIF, then this would be available funding that can be used towards the budget and roads.

Councilmember Specht shared that he also likes the idea of using an internal loan for the balance of the firetruck.

City Administrator Hagen said Staff can check existing fund balances to make sure they have the funds for an interfund loan.

Councilmember Woestehoff shared that he is pretty comfortable with the proposed budget; however, he is nervous about what the 2026 capital expenditures are going to be. He added that bonding may make sense for the firetruck as it will be an asset that will be around for a while and interest rates are about to drop.

Councilmember Musgrove asked if there has ever been a market rate wage decrease.

City Administrator Hagen shared that the most recent example of something like this was in 2008-2012 where there were wage freezes; however, he does not know if there has ever been a wage decrease.

Councilmember Musgrove asked if the Council sees this as an appropriate time to freeze wages.

Councilmember Woestehoff said no, especially considering the market rate calculations.

Councilmember Musgrove stated she has an appetite to look at and consider a wage freeze because she has heard from the private sector that there is potentially a wave of layoffs coming.

Finance Director Lund shared that if they remove the balance due for the firetruck from the budget then it would bring the increase down to 8.3%.

Councilmember Howell shared that she would be okay with the wage freeze for positions that are within 15% of the average of the department heads and not freezing the positions that have a more than 15% gap. She said that as residents are laid off or do not get pay raises in the private sector, they will struggle to keep up with these increases in taxes.

City Administrator Hagen explained that he calculated the gaps between his position and the average of all of the department heads salaries for his salary, then calculated the gap between the department heads and the average of their direct reports.

Councilmember Howell shared that if this was less than 15% then she would have an issue with it, but if there is a way to keep wages within the 15% gap, she does not think this would be terrible to do for one year.

City Administrator Hagen noted that the proposed wages are based on the market average.

Councilmember Riley said he does not support blindly going with the market rate for every position as not all positions are comparable. He added that there are also a few positions that are fairly new to the City and these positions did not inherit wages that have not grown and the market rate already was a factor when they created the position.

Councilmember Howell asked if this is specific to just the department heads that they are discussing.

Councilmember Riley said yes.

Councilmember Musgrove said this is a good point to consider.

Mayor Kuzma stated that if they are going to be giving all of the unions market rate adjustments, then they should be fair and do the same for the department heads. He noted that it is difficult to pick and choose who does and does not get a wage adjustment. He said managing this in the long run seems simpler than trying to save a few dollars.

Councilmember Specht said that market rates are a never-ending target that they have to try to keep up with. He agreed with Councilmember Riley about not needing market rate adjustments on new positions.

Councilmember Howell shared that in the private sector, the person at the top is the person who gets paid last. She reiterated that she does not have an issue with freezing the department head wages.

Councilmember Musgrove noted that the two forms they received in the packet for wages have different numbers on them.

City Administrator Hagen shared that one of the forms includes the total cost for the positions, including taxes and insurance and the other form just shows the wages.

Councilmember Woestehoff agreed with Councilmember Riley about the recently added positions. He added that he would not want to remove the 3% COLA from anyone and should stay.

Councilmember Specht asked Councilmember Riley if he is referring to certain new positions that would not need a market rate adjustment.

Councilmember Riley said the positions that are fairly new and recent are the City Administrator, Public Works Director, and Community Development Director as they have all been hired within the last two or three years.

Councilmember Specht said he would support this.

Councilmember Musgrove shared that she believes the market rate adjustment is necessary. She asked if there would be a bigger percentage increase for those who are under market rate.

Finance Director Lund shared that the form outlines the market rate percentages.

Councilmember Woestehoff suggested not doing a market rate adjustment for the City Administrator.

Councilmember Riley suggested not doing a market rate adjustment for City Administrator, Public Works Director, and Community Development Director.

Councilmember Musgrove asked if they could find out the difference in salary with the Public Works Director.

City Administrator Hagen said that it is disheartening that they would consider not having a market rate adjustment for his position when it is already well below market rate.

Councilmember Musgrove asked if when they do market rate comparisons with other cities if they are using years of service as a factor.

Administrative Services Director Lasher explained that they look at comparable cities and comparable work. She added that the unions have it in their contracts that they must stay with the market rate. She shared that the City has not done a full market study since around 1995. She said a lot of Staff and department heads have been behind the market for a long time. She noted that department heads work long hours and bring incredible value and to not pay these people what they are worth could push some of them into retirement. She explained that if Community Development Director Hanson does not stay consistent with her pay equity points, there could be an issue with pay equity.

Councilmember Riley asked if department heads are included in pay equity.

Administrative Services Director Lasher said yes.

Councilmember Musgrove shared that she works with people who own businesses and work hard but do not get paid some of the time based on the market. She asked if they did not go with a market rate adjustment for all department heads, would they get in trouble with the State.

Administrative Services Director Lasher explained that she would have to login and create a sample report to see if they would pass. She shared that in the past, they have passed, but not by a whole lot.

Mayor Kuzma suggested they still give the COLA and market rate adjustment to all Staff and move on to find other ways to save money.

The consensus of the Council was not in support of the proposed 9.8% increase and to direct Staff to look at current fund balances to see if any could be used to fund an interfund loan for the firetruck payment to get the increase down to 8.3%.

2.02: Rental Housing License Fees Discussion

Community Development Director Hanson reviewed the Staff report concerning the rental housing license fees.

Councilmember Musgrove asked if the City would be able to make their own policy for requiring background checks. She asked how this would work if the owner of the property is also the property manager.

Councilmember Howell shared that she did some research into crimes committed by landlords against their renters and she found more crimes committed by renters against their landlords than were found vice versa. She added that the State statute covers harassment and a lot of the items covered under this section could be things that are done stupidly when someone is young, and it would later prevent them from owning a rental property. She said she does not support requiring a background check on a landlord property owner.

Mayor Kuzma asked how many complaints they have received about the new rental licensing process.

Community Development Director Hanson said they have received a handful of complaints. She noted that they have also been receiving a lot of thanks from landlords after the City has found things during inspections.

Police Chief Katers shared that he processes 500 firearm permits a year and he typically denies around ten out of 500 applications. He explained he has denied only one of the 300 rental licenses.

Councilmember Woestehoff asked if the one that was denied was a property owner or manager.

Police Chief Katers said this one was a unique situation. He noted that a majority of the licenses are for a landlord who also manages the property.

Councilmember Specht shared that he supports only doing background checks for what State law requires.

Councilmember Musgrove asked if the background checks are done annually or just one time.

Community Development Director Hanson said it is a one time background check when they get their license.

Councilmember Musgrove asked if the person the background check is being done on automatically gets a copy of the report when it is completed.

Community Development Director Hanson said no.

Police Chief Katers shared that they run the information through the Bureau of Criminal Apprehension, and this is very restrictive information. He added that they can share with the individual whether they passed or failed and if they failed, he can give insight as to why.

Councilmember Howell asked if they run the same background checks on all City employees who will be entering the rental properties.

Administrative Services Director Lasher explained that they run background checks on all City employees with the exception of seasonal workers.

City Attorney Knaak explained that the State requirements are separate from the renewal regulations.

Councilmember Specht asked if they would be getting background checks twice, once through the State and once through the City.

City Attorney Knaak said they would only be doing it once.

Councilmember Riley asked if the rental license application asks for information on the property managers.

Community Development Director Hanson said yes.

Councilmember Olson asked if there is a cost to the City to run the background checks.

Police Chief Katers said no and that it only requires Staff time. He explained that the owners are required to run a background check on their property owners, so this is just to save them this step.

Community Development Director Hanson reviewed the rental licensing fees.

City Administrator Hagen shared that they have a full-time Rental Housing Inspector, and the Planning Administrative Assistant will be helping with this program. He added that the Police and Fire Departments will also assist with the program. He shared that the money they will bring in with licensing fees should cover the Community Development Staff time.

Councilmember Musgrove noted that there is a large disparity between what they will bring in for licensing fees for single-family homes versus apartment buildings. She said this program will be running on the backs of the individual, small property owners. She suggested lowering the licensing fee and increasing the per unit fee to make up some of the difference. She stated that it is unrealistic to have this entire program fund itself. She said she does not think they are charging the apartments too much and they are charging the single-family owners too much.

Community Development Director Hanson shared that their \$15 per apartment unit is quite a bit lower than most other cities in the area.

Councilmember Riley asked how they landed on the \$15 per unit cost.

Community Development Director Hanson said this was something that they had discussed with the Council.

Councilmember Howell shared that she was shocked when she saw these numbers as the apartments are essentially being discounted and they are putting the cost of this program on the backs of a third of the City's rental properties. She explained that she has come up with a solution to not bringing in enough revenue and it would be to charge \$125 a unit across the board regardless of whether or not it was a single-family home or an apartment. She said this would move them away from the tiered program and would be fair to everyone in the community.

Councilmember Woestehoff stated that part of the reason why they did the \$15 per apartment unit was because the cost for the whole apartment building was significantly higher. He said he is not opposed to Councilmember Howell's suggestion.

Councilmember Howell said if the landlords had to pass this cost down to the tenants it would increase rent by around \$10 per month which she finds to be much more affordable than the kind of increase the single-family homes are currently seeing.

Community Development Director Hanson asked if Councilmember Howell's plan includes any application fees or if it would just be \$125 per unit.

Councilmember Howell said she would just suggest the flat \$125 rate for all units with no application fee.

Planning Manager Larson shared that they should keep in mind the length of the inspection. He explained that a single-family home inspection will take 45 minutes to an hour and an apartment

unit inspection will only take 10 to 15 minutes. He added that they are also having issues with the outdoor spaces for single-family homes which would not affect an apartment unit.

Councilmember Howell said the solution to this would be tied to violations and having a definitive scale.

RECESS AND RECONVENE

The meeting recessed at 6:55 p.m.

The meeting reconvened at 8:25 p.m.

2.02: Rental Housing License Fees Discussion (continued)

Mayor Kuzma asked if they would have to hold off on implementing any changes to the program until January 1, 2025.

Community Development Director Hanson explained that they can update the 2025 fee and rate schedule to reflect these fees. She said if they amended this now she is not sure if they would be able to allow rebates.

City Administrator Hagen said it would be the smoothest transition to change the fee schedule for 2025 and leave everything as is for the rest of 2024.

Councilmember Woestehoff asked when the Council typically sets rates and fees for the following year.

City Administrator Hagen said they typically try to get these adopted by the end of November and would include a public hearing.

Councilmember Riley said he would like to think of something that acknowledges the fact that more inspection time is needed for single-family homes while also charging the apartment units more.

Councilmember Specht asked how many units are in their average apartment buildings.

City Administrator Hagen said that some of the buildings have up to 200 to 300.

Councilmember Specht said if they do change the fee schedule now they could look at the rebates as future credits to future fees.

Councilmember Musgrove shared that it would be nice to have somewhere in the Code what is expected to be inspected so the tenant and the landlord know what the inspectors will be looking at.

Community Development Director Hanson explained that the Fire Department is only inspecting the common areas in the apartments, and they do not do anything with single-family homes. She

reiterated that the single-family home inspections take a lot more time because they are looking at water-heaters, air conditioners, and other appliances. She added that a lot of the single-family homes also have basements that need to be inspected. She explained that the inspectors have a checklist of everything they need to look at. She added that they are also finding a lot more violations in the single-family homes.

Councilmember Howell said she does not have a problem with the fee being the same for single-family homes and apartment units.

Councilmember Olson suggested that it could be most fair if they tie the fee to square footage rather than a per unit cost.

Community Development Director Hanson noted that a lot of the time, a smaller home will take up more time on an inspection than a larger home.

Councilmember Musgrove asked if they need to be doing an in-depth inspection on systems that are good for multiple years.

Community Development Director Hanson said they are inspecting all of these systems at every inspection, which is common practice. She explained that with the tiered inspection program they will not be going into units every year anyway. She said they are doing inspections in all units this year since it is a new program.

Councilmember Howell asked if there is a way to reverse the tiers on the program so the inspections are done every two years with more inspections needed at properties with issues.

Community Development Director Hanson said yes and explained that they can bring back the ordinance and make changes as the Council sees fit.

Mayor Kuzma noted that they will be able to see throughout the year what the true costs are that will be associated with this program.

Councilmember Howell said there seem to be enough issues with the program that they need to reevaluate.

Councilmember Musgrove suggested getting rid of the conversion fee.

Community Development Director Hanson explained that the conversion fee is something that all other cities have. She noted this is not something they need to have; they were just following suit with other cities' programs.

The consensus of the Council was to direct Staff to amend the background check requirements to only require them for property managers per State law and to further review the ordinance to make changes to the fee schedule.

2.03: 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 the union contract negotiations for AFSCME, LELS-Patrol, LELS-Sergeants, and LELS-Captains. She asked that they move to Closed Session.

Motion by Councilmember Woestehoff, seconded by Councilmember Olson, to recess the meeting to Closed Session at 8:43 p.m.

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

The meeting reconvened to Open Session at 9:50 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 stated Staff has received Council’s direction and they will proceed accordingly.

3. TOPICS FOR FUTURE DISCUSSION

3.01: Review Future Topics/ Calendar

Noted.

4. MAYOR / COUNCIL / STAFF INPUT

Councilmember Specht shared that he would like to have a discussion at an upcoming Work Session on the big picture of code enforcement.

5. ADJOURNMENT

The Work Session of the City Council was adjourned at 9:51 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, August 27, 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
City Attorney Fritz Knaak

1. CALL TO ORDER

Mayor Kuzma called the Closed Session of the City Council to order at 8:43 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 the union contract negotiations for AFSCME, LELS-Patrol, LELS-Sergeants, and LELS-Captains.

Staff received direction from the Council

3. ADJOURNMENT

Motion by Councilmember Musgrove, seconded by Councilmember Woestehoff, to adjourn the Closed Session.

Motion carried.

The Closed Session was adjourned at 9:50 p.m.

Respectfully submitted,

Brian S. Hagen
City Administrator

ATTEST:

Katie M. Schmidt
City Clerk

Drafted by Ava Major
TimeSaver Off Site Secretarial, Inc.

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7.01: PUBLIC HEARING: Adopt Resolution #24-228 Vacating a Portion of Drainage and Utility Easement at 14220 Basalt Street NW (Project No. 24-118); Case of Quad Logic 8

8. COUNCIL BUSINESS..... 9

8.01: Adopt Ordinance #24-06 and Adopt Resolution #24-212 for Haviland Fields (Presbyterian Homes) - Rezoning and Site Plan Review for a Multi-Family Residential Development at 14501 Nowthen Blvd. NW..... 9

8.02: Adopt Resolution #24-232 approving a variance and encroachment agreement for a lean-to structure at 6960 148th Lane NW (Curtis Forster)..... 10

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

The Ramsey City Council conducted a regular meeting on Tuesday, August 27, 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
Planning Manager Todd Larson
City Attorney Fritz Knaak

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

None.

3. CITIZEN INPUT

Tim Tetens, 17390 Baugh Street. came forward to discuss the ongoing issues he is experiencing with his neighbor at 17400 Baugh Street. He shared that the current owner purchased this property at the end of 2023 to create passive income for himself. He noted that this property owner is trying to pursue a dog park business and is currently boarding horses. He stated his neighbor has applied for a land use application for a setback variance for a stable that is currently on his property. He added that this neighbor even constructed a fence that is on Mr. Tetens property. He explained that there were people this weekend using his neighbor's property as a dog park. He noted that the horse boarding has brought in about 12 people. He shared his concern with the fence that is constructed on his property and how it is a liability to him and his insurance. He asked the Council to help the City move forward with enforcing the City Code that does not allow the fence to be on his property.

City Attorney Knaak shared that it is his understanding that there are many pending applications before Staff on this matter. He noted that fence disputes are ordinarily private matters and is not typically something that the City would get involved with.

Mr. Tetens asked if the Council would be able to put forth an amendment to Code 106.485 so that it would be a requirement to get a zoning permit for fencing. He noted that as a taxpayer, he pays taxes on this land and there is a Code specifically for locating the boundary lines. He said it should be in Code that would require the landowner to accurately locate their boundary lines prior to putting up the fence.

City Attorney Knaak asked if the City currently has a permitting process for fencing.

Planning Manager Larson explained that they used to have fencing permits; however, they found that people would submit their plans for the permit then they would end up doing the fencing wrong or the fence would be put up without a permit. He noted they cut the permitting out altogether.

City Attorney Knaak said they could modify City Code and make new requirements; however, it is still the responsibility of the individual to do things in accordance with the law. He explained that if the neighbor's fence is on Mr. Tetens' property, then it is up to him to enforce his rights under the law.

Mr. Tetens asked if the Council would just abolish Code 106.485 if it is unnecessary and people are not having to follow it. He noted there seems to be no point of the Code.

City Attorney Knaak explained that in a situation like this, they have a legal standard, similar to a speed limit. He added that he would not want to urge the Council to eliminate this legal standard.

Mr. Tetens said he would not want to eliminate it, but rather amend the Code to put forth a zoning permit, which would be enforced by inspections.

Councilmember Howell shared that she understands the Code in the same way as Mr. Tetens. She stated that she understands that this is not the City's fight; however, she does not understand why they would not be asking the neighboring property owner to be subjected to the Code. She suggested that Mr. Tetens put up a temporary fence to block off his property.

Mr. Tetens said putting up a temporary fence is his next step; he is just trying to be civil throughout this process.

Councilmember Musgrove shared that she was very bothered when she received Mr. Tetens' email and seeing the plight that he is having to go through as the property owner who is being violated. She noted that she asked Staff a number of questions about this situation, and she was told that there is a Code violation; however, it is suspended as the neighboring property owner is applying for some kind of permit.

Planning Manager Larson shared that there have been a lot of things that have come through the Code Enforcement process where they have not made people tear down things and then get permission to rebuild them. He said the neighbor is going through the due process of getting the permits needed.

Councilmember Musgrove noted that while the neighbor is in the process of getting his permits, Mr. Teten has had to go to the County, the Police Department, the City, and back and forth to all of them while the neighbor who is violating Code has had his violation suspended. She said she does not understand why they are not requiring the neighbor to take his fence down and require him to get a survey before putting the fence back up. She added that she would be in favor of amending the Code to require permitting for fences.

Councilmember Woestehoff noted that the home occupation permit is separate from the fence issue. He said that punishing a resident for a fence that is unrelated to an application does not seem to be fair.

Councilmember Musgrove shared that the Code violation is separate so they can impose it while he works on his home occupation application.

Mr. Tetens explained that he shared the survey report with his neighbor that showed exactly where the property lines are, and his neighbor ignored this and put the fence up anyway.

Councilmember Woestehoff asked if the City has a remedy to enforce this violation.

City Attorney Knaak said they could criminally cite this property owner. He shared that there would have to be proof beyond a reasonable doubt in order to cite him criminally.

Planning Manager Larson shared that the City would have to come up with the proof and they do not have access to the defendant's property to do a survey as all City enforcement actions have to occur from the public right-of-way. He said Staff does not have the ability to gather the proof needed to bring against enforcement actions about the property owner. He added that this could be remedied more easily between the two property owners.

Councilmember Specht said he does not understand how they can enforce structures like lean-tos when they are too close to a property line, but they cannot enforce fencing when it is over a property line.

Community Development Director Hanson shared that with the recent issue they had with a lean-to, they were able to see this issue from the public right-of-way, which is why they were able to enforce it.

Mr. Tetens added that he has invited Staff to come out to his property at least four times via email to take a look at the fence being over his property line and no one ever responded to his emails. He shared that he also sent Staff two different survey reports depicting the fence and the lot lines.

City Attorney Knaak explained that in these situations there is typically a dispute as to where the property line is, which the City has no business intervening in. He said this situation deals with someone who is flagrantly violating City Code and they can establish that this property owner is flagrantly violating the Code and they would have enforcement options for this.

Mayor Kuzma stated that he would like Staff to look into this matter further before they are able to enforce the Code.

Councilmember Musgrove said she has seen it several times where Staff will present diagrams of a property that they are dealing with and the lines outlining where issues are. She stated that she knows they have the capacity to do this and since Mr. Tetens has paid to have a survey done, she does not see why they could not get this information needed to enforce the Code.

Councilmember Riley stated that there is a City Code in place and the City has the ability to enforce it.

Councilmember Howell agreed and noted that if they are not going to enforce the Code then she does not understand why Mr. Tetens would have to pay taxes. She reiterated that she does not understand why this would be in Code if they are not going to enforce it.

Community Development Director Hanson asked if there was an official survey done on the property.

Mr. Tetens shared that there was a survey report that he obtained when he purchased the house and there was also a survey report from the previous property owner who paid to have it done.

Community Development Director Hanson said she was not aware of these surveys.

The Council directed Staff to look into enforcing the Code for this situation. They thanked Mr. Tetens for coming forward to share his concerns.

Roxanne Tersteeg, 6263 Rivlyn Avenue, came forward and gave the Council an update on her house which was involved in the sewage leak that happened on June 8. She shared that around the time she addressed the Council last month, most of the affected neighbors had work to their basements, but no one had any work done to their upper levels. She explained that in the last month, she has been working on cleaning and bleaching everything in her home and doing other work, like rebuilding their stairs and painting. She noted that they are in the home stretch of this project and by the next Council meeting they should be done and back in their house. She explained that the other affected homes have not had any progress made on them. She added that they have been upgraded to working with insurance coverage that deals with biological hazards. She asked the Council if they had been made aware of how this was progressing.

Mayor Kuzma thanked Ms. Tersteeg for coming forward with an update.

Councilmember Specht asked if there were any updates from the County on this situation.

City Administrator Hagen shared that he has not heard from the County or any of the property owners so he can only assume that the property owners are satisfied with the progress being made. He noted that the County is working on reviewing the cleanup and reconstruction costs and these are being approved as they come in.

Ms. Tersteeg explained that all of the testing and reviewing of costs are not actual work that is being done in people's homes, which is the frustrating part. She shared that when the incident first occurred, they were assured that the contracting company working on the road was fully responsible and would take care of everything; however, they were a pain to work with and were denying taking care of everything affected, such as the washer and dryer, and furnace. She added that an adjuster had told her that a fair number for her home would be \$30,000-\$35,000 for all the work that needed to be done. She explained that the cost to clean a home that has been affected by sewage can cost up to \$20,000 per floor and she has three floors in her home. She noted that the person from the County was telling her the same things. She said that someone should go around to all of the affected home to check with each property owner on the progress and see if there is anything else that they can help with.

Councilmember Musgrove asked if they could connect with the County on this to determine the steps and processes for these homeowners to get payment for their losses.

City Administrator Hagen shared that it is his understanding that all of the initial cleanings are done and they are not in the process of reviewing the reconstruction estimates on a number of these homes and assessing what all needs to be paid out. He said he can check with the County.

Ms. Tersteeg stated that some of the people who were supposed to be involved in helping with this have removed themselves from the communication chain of dealing with this. She shared that the insurance company waited two months to facilitate testing and because of how much time has passed, the testing may not be as accurate.

Mayor Kuzma said he would like Staff to get a hold of the County to see if they can get some of these things taken care of by applying pressure.

4. APPROVE AGENDA

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

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

5. APPROVE MINUTES

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

- 5.01: City Council Work Session dated August 12, 2024
- 5.02: City Council Regular Session dated August 12, 2024
- 5.03: City Council Canvassing Board dated August 16, 2024

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

6. CONSENT AGENDA

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

- 6.01: Receive July 2024 Finance Reports - General Fund, EDA, and Enterprise Funds
- 6.02: Acknowledge the Addition of a Play Component for Woodland Green Park.
- 6.03: Approve Business License Applications.
- 6.04: Adopt Resolution #24-246 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of August 8, 2024 through August 21, 2024.
- 6.05: Adopt Resolution #24-211 Approving Final Payment to Veit & Company for Improvement Project #23-02; Central Park Parking Lot Reconstruction.
- 6.06: Adopt Resolution #24-216 Approving Partial Payment to Enebak Construction Company for Improvement Project #23-20, The COR Mass Grading.
- 6.07: Adopt Resolution #24-217 Approving Final Payment to Reshetar Systems for Improvement Project 22-17, Ramsey Villas North Sound Wall Improvements.
- 6.08: Adopt Resolution #24-219 Approving Change Order #2 for Improvement Project #21-09, Centralized Water Treatment Plant
- 6.09: Adopt Resolution #23-221 Authorizing Partial Payment No. 14 to Magney Construction, Inc. for Improvement Project 21-09; Centralized Water Treatment Plant.
- 6.10: Adopt Resolution #24-222 Approving Partial Payment to GMH Asphalt Corporation for Improvement Project #24-03; 2024 NE Ramsey Street Reconstructions.
- 6.11: Adopt Resolution #24-223 Approving Partial Payment to Northwest Asphalt, Inc. for Improvement Project #24-05; MSA Xkimo Street Reconstruction.
- 6.12: Adopt Resolution #24-224 Authorizing Execution of Right of Re-Entry Agreement and Approval of Partial Refund of Purchase Price for Outlot B, Stone Brook Academy; Case of Stories Foundation
- 6.13: Adopt Resolution #24-225 Approving Partial Payment to Sir Lines-A-Lot for Improvement Project #24-10, 2024 MSA Pavement Marking Improvements.
- 6.14: Adopt Resolution #24-226 Approving Partial Payment to North Valley, Inc. for Improvement Project #24-01, Barthel's Rum River Acres and White Pines Estates Street Reconstruction.
- 6.15: Adopt Resolution #24-231 approving Change Order #3 for Halls Dover Acres Street Reconstructions, Improvement Project #24-02
- 6.16: Adopt Resolution #24-234 Approving Partial Payment to Douglas-Kerr Underground, LLC for Improvement Project #23-19, The COR Infrastructure Improvements.

- 6:17: Adopt Resolution #24-235 Approving Partial Payment to Dave Perkins Contracting, Inc. for Improvement Project #24-02, Halls Dover Acres Street Reconstruction.
- 6:18: Adopt Resolution #24-236 Approving Partial Payment to Northdale Construction Co. Inc. for IP #21-08, WTP Trunk Watermain Improvements.
- 6:19: Adopt Resolution #24-237 Approving Final Payment to Landall Services, LLC. for Improvement Project #23-10 Whispering Pines Estates Plat 3 Street Reconstruction.
- 6:20: Adopt Resolution #24-238 Authorizing Staff to Process Partial Reductions of Financial Security for Soderholm & Associates Building Expansion Project at 7150 143rd Avenue NW (Project No. 23-100); Case of Soderholm & Associates
- 6:21: Adopt Resolution #24-239 Approving Partial Payment to Northwest Asphalt, Inc. for IP #24-11, MSA Alpine Drive Reconstructions.
- 6:22: Adopt Resolution #24-240 Accepting Design Services Proposal and Authorizing Bids or Quotes for Improvement Project #24-14, Ramsey Gateway Mississippi River Outfall Removal.
- 6:23: Adopt Resolution #24-241 Approving 2025 Clean Water Fund Competitive Grant Application for Street Sweeper
- 6:24: Adopt Resolution #24-233 Accepting Quotes and Awarding Contract for Improvement Project #24-59, Lift Station No. 2 Pump Replacements

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

7. PUBLIC HEARING

7.01: PUBLIC HEARING: Adopt Resolution #24-228 Vacating a Portion of Drainage and Utility Easement at 14220 Basalt Street NW (Project No. 24-118); Case of Quad Logic

Presentation

Planning Manager Larson reviewed the Staff report in regard to the vacation of easement request at 14220 Basalt Street NW.

Public Hearing

Mayor Kuzma called the public hearing to order at 7:40 p.m.

Citizen Input

There was none.

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

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

The public hearing was closed at 7:41 p.m.

Council Business

Motion by Councilmember Woestehoff, seconded by Councilmember Olson, to adopt Resolution #24-228 vacating a portion of drainage and utility easement at 14220 Basalt Street NW.

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

8. COUNCIL BUSINESS

8.01: Adopt Ordinance #24-06 and Adopt Resolution #24-212 for Haviland Fields (Presbyterian Homes) - Rezoning and Site Plan Review for a Multi-Family Residential Development at 14501 Nowthen Blvd. NW.

Planning Manager Larson reviewed the Staff report concerning the rezoning and site plan review for Haviland Fields.

Sam Jagodzinski, the applicant with Presbyterian Homes, came forward and gave the Council a more in-depth presentation on this project.

Councilmember Musgrove thanked Mr. Jagodzinski for adding some trees to the design along Highway 47. She asked when they plan to break ground and what types of construction traffic they will anticipate for this project. She added that she is curious how the neighborhood will respond on transition during construction.

Mr. Jagodzinski stated that they would ideally like to break ground in spring or summer of 2025. He added that the construction traffic would come in on Nowthen Boulevard. He explained that they have been working with Staff and will continue to work with them to ensure that they have a very thorough construction plan.

Councilmember Woestehoff asked about the phasing of this project.

Mr. Jagodzinski shared that the phasing is not finalized at this point and a lot of it will depend on financing.

Motion by Councilmember Musgrove, seconded by Councilmember Woestehoff, to waive the City Charter provision to read an ordinance aloud and adopt 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 by the Recording Secretary:

Councilmember Olson aye
Councilmember Woestehoff aye
Councilmember Specht aye

Councilmember Musgrove aye
Councilmember Howell nay
Councilmember Riley aye
Mayor Kuzma aye

Motion carried.

Motion by Councilmember Woestehoff, seconded by Councilmember Musgrove, to adopt Resolution #24-212 Approving the Site Plan Review of Haviland Fields.

Further discussion:

Councilmember Specht shared that he is not generally in favor of more apartments in the City; however, since this has been approved, he will be voting in favor of this.

Councilmember Howell shared that she is very concerned about the amount of traffic that the number of units in this development will put on the roads.

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

8.02: Adopt Resolution #24-232 approving a variance and encroachment agreement for a lean-to structure at 6960 148th Lane NW (Curtis Forster)

City Attorney Knaak shared that there was a piece of correspondence that the Council had all received individually that has now been submitted as part of the record and the Council is able to use this for consideration. He explained that the Council can make a decision on whether or not they want to have a policy about the kinds of correspondence they will accept.

City Administrator Hagen suggested the Council address the anonymous letter that was included in the case first before moving forward.

Councilmember Specht shared that some of the accusations in the letter could be harmful to Mr. Forster and there is no basis for these accusations. He said he would not like it to be permanently kept with the case.

Councilmember Howell stated that it is her understanding that the City gets anonymous complaints all the time and she generally does not see them attached to cases. She added that they also require people to state their name and address for the record when they come forward to speak at Council meetings and she does not understand why they would require that when people could just send in something anonymously. She said she is empathetic to anonymous letters and people who are concerned with this. She added that there has not been any factor basis to the accusations being made in the letter and they actively attack the applicant and bring in his place of employment. She noted that she is not comfortable with seeing these accusations in the letter and would not like to consider them.

City Attorney Knaak shared that this letter was sent to Councilmembers and other individuals privately. He noted that they can publicly reject this letter if they so choose; however, leaving it in the record gives each Councilmember the opportunity to consider it.

Councilmember Riley said he would like the letter to be included in the consideration as it will allow the whole Council to weigh the letter personally.

Councilmember Musgrove shared that when she received this letter it seemed as though it came from someone on Council, Staff, or the Planning Commission as the author of the letter was very informed; however, things that were not pertinent to the case were added in. She added that the author also copied a lot of people on this email, seeming to want to get their point across to a wide audience, but they were not willing to come before the Council to address their concerns. She said the whole attitude of the letter does not belong in their consideration. She noted that if someone is willing to write a letter such as this then they should also be willing to come forward to speak on it. She said she would like to strike the whole letter and not have it as a part of the public record.

Motion by Councilmember Musgrove, seconded by Councilmember Howell, to strike the letter received regarding the Forster variance, received on August 16, 2024, from the record.

Further discussion:

Councilmember Riley noted that it was City Attorney Knaak's recommendation that they keep the letter in the record so the Council can decide for themselves how heavily they consider it.

Councilmember Howell reiterated that she has never seen any anonymous complaints attached to any cases in the past four years she has been on the Council.

Councilmember Woestehoff agreed that this letter should not be included in the record. He noted that the Council has already reviewed it and can weigh it as they see fit. He added that there are also not a whole lot of details in the letter that are directly related to the case, so he does not see its purpose. He said he does not want to discourage residents to bring forth their concerns and he would highly encourage this behavior with identification.

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

Planning Manager Larson reviewed the Staff report in regard to the variance and encroachment agreement for a lean-to structure at 6960 148th Lane NW.

Curtis Forster, 6960 148th Lane NW, the applicant, came forward and shared that some of his neighbors are in attendance this evening. He explained that he was able to find a product that meets fire standards that would help mitigate the fire hazard. He said he will be doing everything compliantly and will be working with Staff to make sure everything is done correctly.

Councilmember Musgrove asked if Mr. Forster agrees with the encroachment agreement that has been written by Staff.

Mr. Forster said yes.

Planning Manager Larson added that it is a standard encroachment agreement.

Councilmember Specht noted that the Council had a good robust discussion on this item last time and he does not think that they necessarily need to hear from every neighbor on their opinions.

Brian Nagel, 6940 148th Lane NW, the neighbor to the east of Mr. Forster, came forward and shared that everyone can drive around the City and see things that they do not like; however, the structure that Mr. Forster built looks nice and he does not see any issues with it.

Jacob Krone, 6820 148th Lane NW, came forward and shared that he lives at the end of the cul-de-sac and stated he does not see any issues with this structure that Mr. Forster built to protect his trailer.

Motion by Councilmember Musgrove, seconded by Councilmember Howell, to Adopt Resolution #24-232 approving a variance to side yard setback and encroachment agreement for a lean-to structure and concrete slab at 6960 148th Lane Northwest.

Further discussion:

Mayor Kuzma shared that he will not be supporting this as he has an issue with the applicant not applying for the permits up front, which he finds as unacceptable.

Councilmember Riley stated he will also be opposing this.

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

9. MAYOR, COUNCIL AND STAFF INPUT

City Administrator Hagen announced upcoming meetings and events.

Councilmember Musgrove shared that in the Consent Agenda the Council approved some payments for Alpine Drive. She asked when Alpine Drive will be open.

Mayor Kuzma said it is open.

Councilmember Musgrove thanked Staff for all the work they have done with all of the road projects.

10. ADJOURNMENT

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

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

The regular meeting of the City Council adjourned at 8:24 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.

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

The Ramsey City Council conducted a special meeting on Tuesday, September 3, 2024, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Mark Kuzma
Councilmember Debra Musgrove
Councilmember Michael Olson
Councilmember Dan Specht
Councilmember Matt Woestehoff

Members Absent: Councilmember Chelsee Howell
Councilmember Chris Riley

Also Present: City Administrator Brian Hagen

1. CALL TO ORDER

Mayor Kuzma called the regular meeting of the Ramsey City Council to order at 5:02 p.m.

2. CITIZEN INPUT

None.

3. APPROVE AGENDA

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

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

4. CONSENT AGENDA

None.

5. COUNCIL BUSINESS

5.01: Consider Development Agreement Amendment #1 - Ramsey Properties, LLC (dba Home2Suites)

City Administrator Hagen reviewed the Staff report in regard to the development agreement amendment request from Ramsey Properties, LLC to expand the allowed construction hours to

include Sundays. He shared that this work would primarily be work done to the inside of the building and will not require the use of loud equipment.

Councilmember Olson said it is great to see this project moving along. He asked if there would be an effort to keep any noise producing work to weekday hours and do the quieter work on Sundays.

Emily Allegra, Ramsey Properties, LLC, said yes and explained that any loud equipment would be used during the normal weekday hours and the work done on weekends will be primarily interior work.

Councilmember Musgrove shared that if they did need to use any of the louder equipment on the weekends, she would prefer it be done in the afternoons rather than the mornings. She said she is okay with this amendment as long as they are able to keep construction noise down, especially in the mornings.

Ms. Allegra said they can commit to focusing their work on Sundays to be mostly interior work. She added that they can make a provision that no loud equipment is being used before 10:00 a.m. on the weekends. She noted that if the Council or Staff hear any complaints from residents about the work being done on Sundays, to let her know.

Councilmember Musgrove stated that she is glad to hear that the windows are finally arriving for the building.

Motion by Councilmember Musgrove, seconded by Councilmember Specht, to approve Ramsey Properties, LLC (dba Home2Suites) Development Agreement First Amendment.

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

6. MAYOR, COUNCIL AND STAFF INPUT

None.

7. ADJOURNMENT

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

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

The special meeting of the City Council adjourned at 5:10 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 New

Meeting Date: 09/10/2024

Primary Strategic Plan Initiative:

Title:

Approve Minutes

Purpose/Background:

Recommendation:

Outcome/Action:

Attachments

No file(s) attached.

Form Review

Form Started By: Kathy Schmitz
Final Approval Date: 09/11/2024

Started On: 09/11/2024 11:36 AM

CC Regular Session New

Meeting Date: 09/10/2024

Primary Strategic Plan Initiative: Not Applicable

Title:

Note the following Boards, Commissions, and Committee Meeting Minutes:

- Planning Commission Meeting Minutes Dated July 25, 2024
- Environmental Policy Board Meeting Minutes Dated July 15, 2024
- Economic Development Authority Meeting Minutes Dated June 13, 2024
- Public Works Committee Meeting Minutes Dated July 16, 2024.
- Park and Recreation Commission Meeting Minutes Dated May 9, 2024 and June 13, 2024

Purpose/Background:

Approve Meeting Minutes

Recommendation:

Approval

Outcome/Action:

Approval

Attachments

- PC July Minutes
- EDA Minutes
- EPB July Minutes
- July PWC Minutes

Form Review

Inbox	Reviewed By	Date
Mariah Albrecht	Mariah Albrecht	09/04/2024 09:46 AM
Brian Hagen	Brian Hagen	09/04/2024 11:26 AM
Form Started By: Abdi Sahal		Started On: 09/03/2024 10:52 AM
Final Approval Date: 09/04/2024		

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

The Ramsey Planning Commission conducted a regular meeting on Thursday, July 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 (via Zoom)
 Commissioner Eric Peters
 Commissioner Gary Van Scoy

Members Absent: Commissioner Tom Hunt

Also Present: Planning Manager Todd Larson
 City Planner Adam Martin
 Building Official Andy Schreder
 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 Van Scoy, to approve the agenda as presented.

A roll call vote was completed:

Commissioner Anderson	aye
Commissioner Van Scoy	aye
Commissioner Bauer	aye
Commissioner Peters	aye

Commissioner Heineman aye
Chairperson Gengler aye

Motion Carried.

5. CONSENT AGENDA

5.01: Approve the June 27, 2024 Planning Commission Meeting Minutes

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

Further discussion: Commissioner Van Scoy commented that on page seven, there are timestamps listed that appear to be incorrect. Planning Manager Larson commented that staff can verify that.

A roll call vote was performed:

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

Motion Carried.

6. PUBLIC HEARINGS/COMMISSION BUSINESS

6.01: Public Hearing: Consider a Preliminary Plat, Final Plat and Site Plan from Voice of Hope Church at 15620 Armstrong Boulevard NW

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 Preliminary Plat, Final Plat, and Site Plan contingent upon the applicant addressing all outstanding review comments.

Commissioner Bauer asked whether the Armstrong access would be eliminated, or restricted, if 157th is completed.

City Planner Martin replied that once 157th Avenue is extended, the Armstrong access would be the decision of Anoka County.

Commissioner Van Scoy stated that as shown 157th would go west about one block and then stop with trail and asked if that would be correct.

City Planner Martin commented that 157th Avenue would extend to the west a short distance from Armstrong and would then jog north to connect to the future extension of Eland Street. He stated that the trail would extend to Lake Itasca.

Commissioner Van Scoy asked how the property north and west would be developed if the road stubbed.

City Planner Martin commented that if the road were extended in the future it would jog to the north, acknowledging that there are two properties between that would need to be involved in that extension to Eland Street.

Commissioner Anderson asked why 157th could not be constructed now.

City Planner Martin replied that staff discussed that with Anoka County and based on the available room for right-of-way, if the access were put up now it would cause a skewed intersection and the County felt that may cause more accidents than the driveway onto Armstrong. He noted that the right-of-way is only 33 feet, and a street would need a minimum of 60 feet. He stated that because the property to the north is not subdividing at this time, there is not enough right-of-way.

Commissioner Anderson commented that he still sees that as a problem.

Planning Manager Larson commented that the applicant did approach the neighbor to the north in attempt to purchase the additional right-of-way but that party was unwilling at this time.

Commissioner Bauer asked about the current financial arrangement related to cost sharing for construction of a street.

Planning Manager Larson commented that this would be a local street, developer driven, and therefore would be funded in that manner. He noted that the assessment agreement would keep this party 50 percent liable for those costs and the neighbor to the north would pay the other 50 percent if they were to subdivide and the road to be built.

Commissioner Anderson asked the color of the stucco.

Citizen Input

Roman Andriychuk, builder for the applicant, replied that the color will be an off-white, linen color.

Commissioner Anderson asked if that color choice fits within the City allowance.

Planning Manager Larson replied that color is not regulated.

Commissioner Van Scoy congratulated the applicant and commented that this is awesome.

Commissioner Heineman asked the type of material that would be used for the roof.

Mr. Andriychuk replied that they would be using architectural style asphalt shingles.

Commissioner Heineman asked and received confirmation that the turn in would be south of the septic location. He asked if that septic site would be raised, as that could create an issue with visibility. He urged the applicant to ensure that the stormwater basin is sloped properly to manage the runoff.

City Planner Martin commented that stormwater management review is done administratively by engineering staff but invited the project engineer to provide more information.

Scott Dahlke, project engineer, stated that the soils are very granular and therefore they do not anticipate needing a mound. He commented that the grading for the stormwater pond would have reasonable slopes, very typical for stormwater ponding.

Councilmember Woestehoff referenced the tree inventory, noting that many trees were removed in the last year. He asked if the inventory was done before or after that removal.

City Planner Martin was unsure as that review was done by Senior Planner Anderson.

Mr. Andriychuk replied that the tree inventory was done after that removal. He commented that the trees that were removed were in poor condition, pretty much dead, and the live trees were left on the site.

James Bagne, 8077 155th Lane, commented that a lot of trees were removed from the east side of the property and asked if additional trees would be removed. He explained that they were attempting to determine if there would still be trees left as a buffer between the church and the homes. He asked if the church would remain in the same area that it currently is.

Mr. Andriychuk replied that they are attempting to keep the perimeter of the site as natural as possible and do not have plans in the future to remove trees around the outside of the property. He stated that they left the area to the north mostly as it is as the neighbor did not even want the dead trees removed in that area.

Brandon McDowal, 15673 Hedgehog Street NW, asked if the parking lot lights would be on all the time, or regulated. He noted that the area is mostly dark sky as it currently exists.

Mr. Andriychuk replied that was something they discussed with staff, noting that they are trying to keep all the light on the parking lot so it would not extend into the neighboring properties.

City Planner Martin commented that the City has strict guidelines on the maximum height for light poles, which is 20 feet maximum when adjacent to residential. He noted that there are also requirements that light must stay on the site to prevent light pollution onto neighboring properties.

Commissioner Van Scoy asked if there were any unresolved issues or changes that staff would be recommending.

City Planner Martin commented that the remainder of the outstanding issues are minor in nature and fall outside the purview of the Planning Commission.

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

A roll call vote was performed:

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

Motion Carried.

Chairperson Gengler closed the public hearing at 7:28 p.m.

Commission Business

Motion by Commissioner Bauer, seconded by Commissioner Van Scoy, to recommend that City Council adopt Resolution #24-201 Approving a Preliminary Plat, Final Plat and Site Plan for Voice of Hope Church at 15620 Armstrong Boulevard NW.

A roll call vote was performed:

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

Motion Carried.

6.02: Public Hearing: Consider a Variance for a Lean-To Structure at 6960 148th Lane NW (Curtis Forster)

Public Hearing

Chairperson Gengler called the public hearing to order at 7:29 p.m.

Presentation

Planning Manager Larson presented the staff report stating that staff's recommendation is that the supplied practical difficulties used to justify the variance for the lean-to structure are not reasonable and the variance should be denied. The siding material is not consistent with the applicant's siding nor other siding in the neighborhood. It is not an approved architectural material for homes. It can be found as deck and fencing material. Should the walls be removed, an open-aired lean-to would appear more in character of a residential property. However, if the property owner or the adjacent neighbor chose to build a fence along the property line, the structure would immediately look out of place. Variances cannot restrict what neighboring property owners do, therefore the variance should be denied. Staff is taking no position on the concrete slab.

Commissioner Bauer recognized that the lean-to and concrete slab were built without City involvement. He asked if the concrete slab would still require a variance, even if the lean-to were never considered as part of the project.

Planning Manager Larson confirmed that the slab would still require a variance.

Commissioner Bauer noted that there were several aspects of the lean-to that did not meet City Code. He asked if the slab would also need to be removed if the variance were denied.

Planning Manager Larson confirmed that if the variance were denied, that would be correct. He stated that staff did not provide an opinion on either of these variances on the agenda tonight and if the Commission supported the variance request(s) they would need to specify the practical difficulties upon which they made the decision. He stated that another option would be to allow the slab to remain on its own. He stated that the Commission would provide the direction tonight and staff would then prepare the appropriate resolution.

Commissioner Bauer asked if the variance is related to the lean-to or related only to the side yard setback.

Planning Manager Larson commented that the variance requested is for the entire structure (lean-to and slab), but staff also provided the option of allowing only the slab to remain. He noted that staff did not provide an opinion on the slab only option as that was not the request of the applicant.

Commissioner Bauer stated that if the variance request is denied, the slab itself is too close to the property line.

Commissioner Heineman asked what the roof is composed of. He commented that it sounds like regardless of the decision the siding material would need to be replaced.

Planning Manager Larson replied that the roof is a metal roof, which does not match the home. He stated that accessory structures do need to be composed of the same material and colors as the home and therefore the roof would also need to be replaced.

Citizen Input

Curtis Forster, applicant, stated that he built the structure to house his trailer and camper and protect them from the large tree. He stated that he is aware of Building Code and the structure is built to Code. He stated that the Building Official did come to the site before he built the structure, and he has been told that it could be brought up to Code. He stated that the footing size exceeds the minimum standards. He stated that he has been told that the cedar could remain, but a fire barrier could be added by framing the walls and installing drywall. He recognized that there are two parts to the request, which would be the variance and then bringing the structure up to Code with the fire barrier. He stated that he chose the steel roof for the reasons of weight and fire protection, as steel does not burn. He stated that nothing flammable is kept under the structure as he does not use this as a shed. He stated that last fall he was working with the City to put a garage on the east side of his property but was told that he could not because of the curve, the corner of the garage would be within the easement. He stated that he needed something to protect his trailer. He stated that the grass between the two properties always dies because it gets so hot and when he placed his camper in that location, the aluminum on the camper warped as well. He stated that the lean-to provides the protection that is needed. He stated that he spoke with his direct neighbor before constructing the structure, as well as the other neighbors on their dead-end street. He stated that the structure is actually six inches from the property line, not one inch.

Commissioner Peters asked why a permit was not pulled.

Mr. Forster stated that he did not have the time and therefore constructed it up to Code and realized that he would be before the City at some time.

Commissioner Peters commented that the permitting process would have told the resident that this was not an option.

Mr. Forster replied that he would have applied for a variance the same as he is now.

Commissioner Peters commented that this is an after the fact variance. He stated that those setbacks prevent people from being homeless because their neighbor's house burns down. He stated that he is troubled by how close this is to the neighbor's house. He stated that he watched a fire spread and drywall does not prevent a fire from spreading. He stated that he is troubled by the steps that were skipped in this process, especially when the resident is in construction and should be aware of the process required.

Mr. Forster stated that he is willing to work with the Building Official to make the structure up to Code. He stated that he can take down the cedar as well and just have the posts and roof.

Commissioner Van Scoy referenced the statement that drywall could be used as a fire barrier and recognized that this is open to the weather. He asked how that would hold up over time.

Mr. Forster stated that was a concern that he had as well. He stated that if drywall is used there is waterproof barrier that could be added, as he also did not believe that drywall alone would hold up.

Chairperson Gengler asked if the wall sits directly on the concrete slab or whether there would be space between.

Mr. Forster replied that there is a space. He confirmed that the slab is six inches from the property line and the cedar is at the edge of the slab and therefore the same distance from the property line.

Brian Nagel, 6940 148th Lane, commented that he is the neighbor to the east. He recognized that there is a due process that should be followed but there are a lot of people that park things next to their homes in Ramsey. He commented that this is a nice structure, along with the other structure constructed by another neighbor to house those things. He appreciated that the residents are investing in their properties to contain some of those things. He agreed that fire is scary but noted that there are many examples in Ramsey where things are constructed even closer to one another. He believed that there would be other ways to combat and find a balance to allow this structure on the street.

Commissioner Bauer asked the Building Official to respond to the comments from the applicant.

Building Official Schreder stated that recommendations and referrals are not something they can typically do, but he did speak with the applicant about ways to encapsulate the interior walls. He stated that the Building Code requires five feet of separation between unprotected elements and anything within that setback would need to meet a one-hour fire resistance of construction. He stated that something like this would need to have fire resistant sheet rock. He stated that typically zero lot line setbacks are reserved for commercial or multi-family residential and not single-family. He stated that this could possible meet Building Code, but the steps necessary are not well defined in the Building Code because that five foot setback is violated.

Commissioner Anderson asked if there is a utility easement between the homes.

Planning Manager Larson confirmed that there is a utility easement and therefore if the variance were approved, the Council would also need to approve a utility easement encroachment agreement. He stated that through the Zoning Code update, a few exemptions were added such as driveways. He stated that if it were just the slab, an encroachment agreement would not be necessary.

Commissioner Anderson asked how much of the slab would need to be cut to meet the five-foot setback.

Mr. Forster replied that would be five feet.

Commissioner Anderson asked how much room would be left if five feet were removed.

Mr. Forster replied that would leave around 15 feet. He stated that the trailer cannot be placed under the hangover from the garage because it is too high.

Commissioner Anderson stated that he is concerned with the easement location and there is a reason that five feet is required from the property line.

Mr. Forster stated that all his utilities are located on the other side of the home and therefore he would find it unlikely that there are any utilities within that easement.

Planning Manager Larson commented that it is a platted drainage and utility easement, explaining that those are generally low spots that allow drainage from the roofs of the homes/garages and driveways to flow to the street or other drainage area.

Mr. Forster commented that the concrete does slope with the elevation of the ground to allow for drainage.

Commissioner Anderson commented that he has been to the property and the metal roof is nice because it does shed snow. He stated that his concern would be that this would encumber on the neighbor's property and potentially cause damage to that siding.

Mr. Forster commented that there are two rows of snow breaks on the roof.

Commissioner Anderson commented that would not slow the rainwater.

Mr. Forster commented that he does have gutters as well. He stated that he has worked with his neighbor on the design and the neighbor helped him construct the structure. He stated that they worked together to address those concerns with the snow breaks and gutters. He noted that he actually has additional snow breaks that could be installed if necessary.

Commissioner Anderson stated that his other concern was with fire protection, as that is a State regulation.

Mr. Forster stated that the only reason he is there tonight is because when he spoke with the Building Official, he was told that the structure could pass Code with improvements. He stated that he is committed to making the structure pass Code.

Commissioner Heineman asked if the applicant would find the structure acceptable if the variance were granted but required the sides and the back to be removed and the posts to be wrapped.

Mr. Forster replied that if that is what he has to do to keep this and have his items covered, he would be willing to do that.

Motion by Commissioner Anderson, seconded by Commissioner Van Scoy, to close the public hearing.

A roll call vote was performed:

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

Chairperson Gengler closed the public hearing at 8:00 p.m.

Commission Business

Commissioner Heineman stated that he would be okay with approving the variance for the slab and roof only, insisting that attempts be made to fireproof the posts. He understood that there were a lot of steps missed, but it is also the job of the Commission to consider all aspects.

Commissioner Van Scoy stated that he attempted to do research on why the setbacks were required, noting the main aspects he found were safety, privacy and aesthetics. He stated that his main concern is safety, and the applicant knows the process for building things and chose not to follow that process. He stated that he does not support the variance as this was built to the property line and impacts the neighbor and neighborhood.

Commissioner Peters stated that he does see people park their fifth wheels on grass throughout the community and appreciates that the applicant wanted to do something more to park on a surface. He stated that there were some big steps that were missed that would have prevented this situation and he leans towards the side of Commissioner Heineman that if the sides were removed, he would be open to letting the posts and roof remain.

Commissioner Van Scoy stated that he does not see any practical difficulties. He stated that his garage being ten feet from another garage is not a practical difficulty as that is Code and there are hundreds and hundreds of homes in the same situation. He stated that regardless of the lack of process he could not find a practical difficulty in this situation.

Motion by Commissioner Bauer, seconded by Commissioner Anderson, to deny the variance request for the slab and lean-to structure.

Further discussion

Commissioner Heineman stated that the practical difficulty in this situation is that there is not another spot on the property where a structure of this nature could be constructed. He stated that if someone wants to invest in their property, reduce blight and improve the land, this would be the logical location. Commissioner Anderson stated that the lean-to could be removed, the slab could be reduced by five feet and the structure could be rebuilt and used without a variance. Commissioner Heineman commented that the trailer would not fit in that scenario. He asked City staff to provide the resident with his options, should this variance be denied. Planning Manager Larson replied that if the Commission denied the variance, the applicant could appeal to the City

Council. He stated that the same option would be available to a neighbor, explaining that if the Commission approved the variance and a neighbor did not agree, a neighbor could then appeal the decision and the City Council would hear the request. Commissioner Van Scoy stated that it would appear that there would be room for a structure on the east side of the home. Planning Manager Larson stated that he spoke with the applicant last year about potentially constructing a structure in that location, but the structure needs to have the same setback as the home and there would be some sloping as well. He noted that may also require a variance. Commissioner Heineman asked if the utilities are located on that side of the home. Planning Manager Larson stated that typically utilities run direct from the street to the home. Mr. Nagel stated that he looked into building an accessory structure on his property and there is not enough room between the front setback and wetland buffer to have a structure that would house a trailer or anything of similar size. He explained that is why there is space between his home and the applicant's home, as there was not enough buildable area to construct a home. He noted that there is also a large slope. Planning Manager Larson commented that reasons for denial would need to be articulated. Commissioner Bauer commented that there are no practical difficulties to support the variance.

A roll call vote was performed:

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

Motion Carried.

6.03: Public Hearing: Consider a Variance for a Lean-To Structure at 6850 148th Lane NW (Michael Ploumen)

Public Hearing

Chairperson Gengler called the public hearing to order at 8:12 p.m.

Presentation

Planning Manager Larson presented the staff report stating that staff's recommendation is that, as it exists today, does not look out of character of a typical residential property. However, the closeness of the structure to the property line will appear out of place should the applicant or the neighbor decide to build a fence along the property line. Granting a variance cannot restrict a neighboring property owner from their right to do something. It is recommended that the structure be removed. Staff is taking no position on the placement of the slab.

Commissioner Peters asked if the front stake was ever located.

Planning Manager Larson confirmed that the surveyor did find that stake.

Citizen Input

Michael Ploumen, applicant, stated that this spring he received a Code violation on his garage relating to the concrete pad and the lean-to that was recently constructed. He stated that he questioned it because when he moved in there was a metal stake in the woodland area and his neighbor is an original homeowner and stated that was the property line, therefore he based his decisions on that knowledge. He stated that he measured from the stake to the mailboxes and believed that he was therefore not within the setback. He stated that he reached out to a land surveying company that surveyed his lot for \$800, and he was frustrated with those results as his structures are now within that setback. He commented that there are gutters on the lean-to to ensure there is not a water issue for his neighbor. He stated that his neighbor directly to the east does not have an issue with the structure. He stated that he did not get a permit and does not have an excuse for that. He stated that he had the funds and assistance with labor and went forward with the project. He stated that he would be responsible for any fines or penalties associate with that as he did overlook the permit. He commented that he is a reasonable and simple person, as is his variance. He commented that this does not impact anyone else as the neighbor adjacent has submitted a letter in support. He believed that this fits with the character of the neighborhood and does not stick out at all. He stated that he has received many compliments, and the structure serves a purpose. He stated that if his neighbor wanted to put up a fence or install a fence, he would be willing to make alterations or take the lean-to down, as his relationship with his neighbor is more important than the structure.

Commissioner Anderson asked if the boat would still fit if the concrete was cut by 1.5 feet and the posts moved in.

Mr. Ploumen replied that he was unsure as that would be a very tight fit. He stated that he recently bought a trailer dolly to maneuver the boat into the structure as he cannot back it up in there with his truck.

Commissioner Van Scoy asked if the setback from the property line is to the base of the structure or furthest extension of the structure.

Planning Manager Larson commented that setback is generally measured to the wall of the structure with overhangs generally allowed. He stated that Building Code setbacks are to the closest point, not necessarily the wall, therefore the measurements for the slab, posts, and overhang would be included in the variance if approved.

Commissioner Van Scoy commented that this looks like a nice structure. He stated that if the posts were moved onto the edge of the slab, the setback to the wall would be 3 feet eight inches and would be a smaller variance. He asked if that would be a possibility.

Mr. Ploumen replied that he is unsure, but could try to work with that if that is the decision of the Commission, but noted that would also make things more difficult in terms of space.

Commissioner Bauer asked if this could be requested, providing the applicant with additional time to determine if that adjustment would still fit the boat.

Planning Manager Larson replied that would be an option, noting the 60-day review timeline.

Mr. Ploumen asked if the Commission wanted him to get the exact measurements of the boat compared to the slab.

Commissioner Bauer stated that he would be more open to the smaller variance request, if that worked for the applicant as well.

Councilmember Woestehoff stated that the case does not list a resolution and the direction would be for staff to prepare a resolution, therefore this would come back to the next meeting anyway.

Planning Manager Larson commented that staff could prepare the resolution with the larger setback if that is desired.

Commissioner Anderson referenced the statement in the staff report that variances to Building Code are not allowed and asked staff for assistance in understanding this request.

Planning Manager Larson replied that the Commission could not approve this as is because the structure would need to be modified to meet the Building Code. He stated that the variance could be approved for the setback and then the applicant would need to work with the Building Official to make the structure meet the requirements for fire protection.

Mr. Ploumen stated that he has been in conversation with the Building Official to discuss some things that could be done to bring the structure up to Code. He stated that if alterations are required to get the structure to Code, he would be willing to do that.

Councilmember Woestehoff stated that if the Commission decides to approve the variance, the City Council would still need to approve an encroachment agreement because this would be within the easement.

Commissioner Anderson commented that because there is an easement, if that needs to be dug up, they would bulldoze that structure down. He stated that they are trying to figure out how this could work.

Commissioner Peters asked what could be done to the structure for it to meet Code.

Building Official Schreder commented that this is not unlike the other structure where the elements within that five-foot setback would need to meet the one-hour fire resistance requirement. He stated that one hour fire rating would need to be designed by the applicant through an architectural plan for the posts and under side of the roof.

Commissioner Van Scoy asked if the practical difficulties section has been identified for this request.

Commissioner Anderson asked if everything were brought back to the five-foot mark, would that address the fire protection issue.

Building Official Schreder replied that would satisfy the Building Code and no other modifications would be needed.

Commissioner Van Scoy asked if gypsum is appropriate for that type of protection.

Building Official Schreder commented that could be part of the fire resistance but that would be vulnerable to the elements and therefore would need a water-resistant barrier and exterior covering.

Planning Manager Larson referenced statements within the applicant letter that would address the variance criteria. He explained that only one practical difficulty needs to be met, although the more that are met, the higher the request would rank.

Commissioner Van Scoy commented that with the width of the lot, there would not be any additional space to place this type of structure and would think that could be a difficulty in this case.

Brian Nagel, 6920 148th Lane, referenced the discussion from the Commission about whether the structure should be reduced in size, as that would still be within the five foot area. He asked why one would be better than the other as they would both be variance requests. He stated that from his perspective the only downside would be for the property owner that would need to cut concrete and move footings to only gain a one-foot difference essentially on paper.

Commissioner Van Scoy replied that in his opinion the difference would be that he would prefer to limit the scope of a variance to the least degree.

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

A roll call vote was performed:

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

Motion Carried.

Chairperson Gengler closed the public hearing at 8:39 p.m.

Commission Business

Commissioner Anderson stated that he would like to table this to the next month, to provide the applicant with time to determine if the structure could be reduced to the five-foot mark, as that would eliminate the issue with the Building Code.

Commissioner Peters commented that would also provide the applicant with time to determine what would need to be done to modify the structure to meet the one-hour fire rating if it were to stay in the same location.

Motion by Commissioner Anderson, seconded by Commissioner Bauer, to table consideration of this item to the next meeting to allow the applicant additional time to investigate whether the five-foot setback could be reached or bring back a plan to fireproof the structure to the one-hour rating.

Further discussion

Mr. Nagel asked for clarification on whether the roofline would need to come into the five-foot mark as well. He stated that if that needs to come in five feet the boat would not fit. Commissioner Peters commented that is why he suggested that the applicant also determine the plan to meet the one-hour fire rating, in the case that it would not be feasible to modify the size of the structure. Mr. Ploumen asked for clarification on which element would need to be at the five-foot mark, whether that is the posts, roof, or slab. He commented that if the overhang needs to come in five feet the structure would be useless. Planning Manager Larson stated that perhaps the applicant provides some measurements on what could be modified and to what degree, noting that if the five-foot mark could be met, the Commission would not need to see this again. Mr. Ploumen stated that he obviously would like the structure to remain as is, but respects the opinions of the Commission and will attempt to work out some math. Commissioner Van Scoy asked if the applicant has considered purchasing 2.5 feet from the neighbor. Mr. Ploumen stated that he has thought about that, but was unsure how that would work out. Commissioner Van Scoy noted that is an option that could also be looked into. Commissioner Anderson asked for clarification and confirmed that the five-foot mark would be to the post. Commissioner Heineman stated that if a variance were given today, the applicant would have the option to fireproof to the one-hour fire rating or move the posts to meet the five-foot mark. He stated that there is a reason for Code but there also is a reason for variances and this resident made his best attempt, created something that looks nice and fits with the neighborhood. He did not see a reason to spend thousands of dollars to reduce the structure by one foot and believed a variance is acceptable in this situation. Commissioner Anderson stated that the applicant has the option to come back with his plan to fireproof as well. Commissioner Heineman stated that the variance should just be given now.

A roll call vote was performed:

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

Motion Carried.

6.04: Public Hearing: Consider a Conditional Use Permit for Motor Vehicle Rental and Self-Storage Facilities for U-Haul at 8725 Riverdale Dr NW

Public Hearing

Chairperson Gengler called the public hearing to order at 8:49 p.m.

Presentation

City Planner Martin presented the staff report stating that staff recommends approval of the Conditional Use Permit, contingent upon satisfying the conditions listed in Resolution #24-202 and having updated plans in time for City Council review.

Commissioner Bauer asked for more information on access using Riverdale from both directions of Highway 10 and whether that would change following the highway project.

Planning Manager Larson replied that there would be no changes at this time but recognized that once this project is completed there would be pressure to extend the freeway west towards Elk River. He stated that most likely that intersection would be eliminated and become a frontage road.

Commissioner Van Scoy asked if the change marks noted in the staff presentation are reflected in the draft resolution.

City Planner Martin commented that the draft resolution includes all the change marks, but staff reviewed those this morning and has been in conversation with the applicant. He confirmed that the draft resolution includes all change marks identified thus far.

Commissioner Anderson asked when this would go before the City Council.

City Planner Martin replied that the intent would be for the Planning Commission recommendation to go to the City Council on Monday, August 12th.

Citizen Input

Lucy Aveen-West, representing the applicant, thanked the Commission for considering the request and for the cooperation of staff throughout this process.

Commissioner Anderson asked where motor vehicles would be repaired.

Ms. Aveen-West replied that repair would not be completed at this location as that is handled at their shop in Coon Rapids.

Commissioner Anderson asked if the plantings near Highway 10 would be trees or shrubs.

City Planner Martin replied that it would be a mix of trees and shrubs. He stated that the plantings were reviewed by the Environmental Policy Board and that group deemed the planting plan to be sufficient.

Chairperson Gengler asked how the entrances to this property would align with the entrances to Riverstone South.

City Planner Martin replied that engineering and planning staff worked with the applicant to find a proposal that would best align the driveways. He stated that the first concept aligned the driveways, but there was appropriate spacing and therefore the entrances are offset. He noted that would also provide Riverstone residents with a view of a buffer rather than direct into the U-Haul site.

Commissioner Bauer referenced the three-story climate-controlled building and asked if there is a through path to drive in and out for loading and unloading.

Ms. Aveen-West replied that vehicles would pull into the building and then come back out through the same entrance. She confirmed that there is room inside for more than one vehicle at a time.

City Planner Martin explained that there are three garage doors for the climate-controlled building use with an additional entrance for the back of house activities.

Chairperson Gengler asked the height of the berms facing Riverdale.

City Planner Martin replied that the berms would be about two to three feet with a combination of trees and shrubs planted on the top. He confirmed that there is also berming across the street.

Commissioner Van Scoy commented that this will be a great addition.

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

A roll call vote was performed:

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

Motion Carried.

Chairperson Gengler closed the public hearing at 9:15 p.m.

Commission Business

Motion by Commissioner Anderson, seconded by Commissioner Van Scoy, to recommend that City Council adopt Resolution #24-202, Approving a Conditional Use Permit for Equipment Rental and Self-Storage Facilities at 8725 Riverdale Drive NW, subject to the conditions specified within the resolution.

A roll call vote was performed:

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

Motion Carried.

6.05: Public Hearing: Comprehensive Plan Text Amendment Pertaining to Low Density Residential

Public Hearing

Chairperson Gengler called the public hearing to order at 9:16 p.m.

Presentation

Planning Manager Larson presented the staff report stating that staff recommends approval of the Comprehensive Plan text amendment.

Commissioner Van Scoy asked if the Metropolitan Council accepts the overall density, but is concerned that the City did not meet its own definition of residential density. He asked how the City is measuring density per acre.

Planning Manager Larson confirmed that to be the case. He explained how the City calculates residential density and the items that are taken out of the calculation, such as arterial roadways and wetlands.

Commissioner Van Scoy recalled that many years ago the City did not exempt the local streets, and when they began doing that there were problems with the calculations.

Planning Manager Larson confirmed that the Metropolitan Council would be satisfied with the definition change. He noted that the density range was quite high when compared to other communities for low density residential. He stated that dropping that range would fix the issue and make the City comparable to other communities.

Commissioner Heineman commented that he has heard from many residents that they do not like as many houses in a small area, but noted that this change would lower the minimum number of lots required and therefore would grow the minimum lot size for this land use.

Citizen Input

No comments.

Motion by Commissioner Van Scoy, seconded by Commissioner Anderson, to close the public hearing.

A roll call vote was performed:

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

Motion Carried.

Chairperson Gengler closed the public hearing at 9:28 p.m.

Commission Business

Motion by Commissioner Van Scoy, seconded by Commissioner Bauer, to recommend that City Council adopt Resolution #24-186, a Comprehensive Plan amendment pertaining to Low Density Residential.

A roll call vote was performed:

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

Motion Carried.

7. COMMISSION BUSINESS

8. COMMISSION / STAFF INPUT

Commissioner Anderson commented that he would not be at the August meeting.

Planning Manager Larson reviewed his staff update noting the upcoming Council meeting date and recent City Council activity. He also noted some upcoming items that will come before the Planning Commission.

Commissioner Van Scoy commended the public works department for assistance in a recent event he experienced with a downed tree.

9. ADJOURNMENT

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


A roll call vote was performed:

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


Motion Carried.

The regular meeting of the Planning Commission adjourned at 9:34 p.m.

Respectfully submitted,



Todd Larson
Planning Manager

ATTEST:


Abdihafid Sahal
Planning Assistant

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

**ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, June 13, 2024, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Scott Wiyninger
 Member Chelsee Howell
 Member Rachal Johnson
 Member William MacLennan
 Member Chris Riley
 Member Shanna Stewart

Members Absent: Member Brittany Lindahl (excused, maternity leave)

Also Present: Sean Sullivan, Economic Development Manager

1. CALL TO ORDER

Chairperson Wiyninger called the Economic Development Authority meeting to order at 7:30 a.m.

2. APPROVE AGENDA

Motion by Member Johnson, seconded by Member Stewart, to approve the agenda.

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

3. CONSENT AGENDA

3.01: Approve Meeting Minutes Dated April 11, 2024

Motion by Member Johnson, seconded by Member Stewart, to approve the April 11, 2024, minutes as presented.

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

4. EDA BUSINESS

4.01: 2024 Business Appreciation Day Revised Budget Approval

Economic Development Manager Sullivan presented the staff report.

Member Stewart commented that she supports the nominal increase per person for attendance versus the EDA providing the additional funding.

Member MacLennan agreed that he did not think people would object to the increase in pricing. He asked for details in the promo budget.

Economic Development Manager Sullivan stated that was another way to help solve for the budget involving an increased EDA allocation, recognizing that item bounces from year to year.

Chairperson Wyingner referenced the high increase in pricing for the meals, at \$13 per person and asked for more information.

Economic Development Manager Sullivan replied that the food cost increased about \$3 per person, but the service charge and tax on food was rolled into that budget line item this year and it had not been in previous years.

Motion by Member MacLennan, seconded by Member Johnson, to approve revised budget as presented (increase registration to \$110 and “dinner only” to \$50) and to open up online registration.

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

4.02: Receive 2024 Business Expo Summary and Select 2025 Venue and Date

Economic Development Manager Sullivan presented the staff report.

Chairperson Wyingner commended staff for their efforts with the event. He recognized that they are going to discuss ways to improve the event but it should be noted that it was still a great event.

Member Johnson agreed with the thought of having vendors acknowledge that they should not pack up until the allowed time. She suggested that perhaps there is someone out front directing people to assist in wayfinding. She stated that the food truck was a great addition and bingo seemed to be a great addition as well.

Member MacLennan stated that he did not attend this year but commented that in years past people have also packed up early. He agreed that acknowledging, in the registration, that they should not pack up until the end. He stated that perhaps 9 a.m. to 1 p.m. would be a better timeframe to accommodate for the lunch hour. He also agreed with the \$500 increase to the budget.

Member Stewart commented that she would agree with a four hour event rather than five hour event, also having it in writing that vendors must stay until the end time. She stated that she would not want staff to approach vendors packing up early at the event. She commented that the booth

is paid for by the vendor and it is their choice of whether they want to pack up, but perhaps that is noted, and they are then placed at the bottom of the list or in a less desired spot for the next year.

Member Riley also agreed with the hour change. He noted that if the traffic really slowed down, that would lead to people packing up and leaving. He stated that he would also agree with a person directing or even signage could assist in wayfinding. He commented that it was a great event and they continue to build upon that. He also agreed with the increase in the budget.

Economic Development Manager Sullivan commented that if they do not pair with the bags tournament, it would be unlikely that they would have a food truck. He noted that food trucks also take up parking stalls. He displayed an aerial view of the site and noted an area that had plenty of parking available in front of the other building, but perhaps some people were not aware there was parking in that area. He noted that perhaps vendors are told to park in that area next year which would free up many other spots in the other areas. He stated that it would be problematic to have someone directing traffic during the event, but staff could assist in directing vendor parking prior to the event. He stated that currently the event is open to the public from 10 a.m. to 2 p.m. but agreed that they could move the time to 9 a.m. to 1 p.m.

Chairperson Winyinger commented on his tradeshow experience and noted that three hours would be a tight window for people to want to invest their time and therefore preferred a four hour window. He also supported the 9 a.m. to 1 p.m. window. He noted that if the day is nice in terms of weather, people will not tend to go to an indoor event. He stated that he has signed agreements at other events that state the vendor will leave their booth up until the end time and if they do not, they may jeopardize their ability to participate in the future.

Member Johnson commented that she does believe that an overlap of events does draw additional traffic and asked if holding the event on its own would draw less traffic.

Economic Development Manager Sullivan commented that last year there were people with uniforms going into the event, while this year there was not. He noted that avoiding an overlap would free up additional parking space. He noted that there would most likely still be something else going on at the space, just not another big event.

Member Howell stated that she also supported the change in time and agreement for vendors. She stated that moving the vendor parking would create more parking availability and therefore it would be nice to have an overlapping event that would have a food truck.

Economic Development Manager Sullivan asked for clarity on whether the event should be held on its own on April 12th or whether there should be an overlap with another event. He confirmed the consensus of the changed time of 9 a.m. to 1 p.m., having vendors check a box that they must keep their booth up until the end time and if they leave early they will be at risk of not participating in the future.

It was the consensus of the group to move the vendor parking and continue to pair with another event. Member Johnson volunteered to come early and assist in directing traffic.

Motion by Member Johnson, seconded by Member MacLennan, to select Adrenaline Sports Center as the home of the 2025 Business Expo with a date to be determined (estimated to be in April of 2025), and to approve the 2025 event budget.

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

5. MEMBER / STAFF UPDATE

Economic Development Manager Sullivan provided an update on recent City Council actions of EDA interest as well as other development updates (Waterfront Village, Complete Auto, Chanticlear Pizza Bar & Grill, Hotel, Aldi, Take 5 Oil Change, potential sale of the lot north of Aldi, Norhart, Skyline by PSD).

Member Johnson commented that the new City of Ramsey sign at Bunker and 47 looks great.

6. ADJOURNMENT

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

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

The regular meeting of the Economic Development Authority adjourned at 8:11 a.m.

Respectfully submitted,



Sean Sullivan
Economic Development Manager

ATTEST:



Wendy Schlueter
Economic Development Administrative Assistant

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

**ENVIRONMENTAL POLICY BOARD
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

On Monday, July 15, 2024, the Environmental Policy Board (EPB) met in the Council Chambers at the Ramsey Municipal Center, 7550 Sunwood Drive N.W., Ramsey, Minnesota.

Members Present: Chairperson Melissa Fetterley
 Board Member Reid Bernard
 Board Member Nick Burgess
 Board Member Thomas Hagerty
 Board Member Paula Houts
 Board Member Hassan Salami

Members Absent: Board Member Laura Moore

Also Present: Senior Planner Chris Anderson
 City Council Liaison Matt Woestehoff

1. CALL TO ORDER

Chairperson Fetterley called the meeting to order at 6:30 p.m.

2. CITIZEN INPUT

None.

3. APPROVE AGENDA

Motion by Board Member Bernard and seconded by Board Member Salami to approve the agenda as submitted.

Motion carried. Voting Yes: Chairperson Fetterley, Board Member Bernard, Salami, Burgess, Hagerty, and Houts. Voting No: None. Absent: Board Member Moore.

4. APPROVE MINUTES

4.01: Approve Meeting Minutes Dated March 18, 2024

Motion by Board Member Bernard and seconded by Board Member Hagerty to approve the regular meeting minutes dated March 18, 2024.

Motion carried. Voting Yes: Chairperson Fetterley, Board Member Bernard, Hagerty, Burgess, Houts, and Salami. Voting No: None. Absent: Board Member Moore.

Chairperson Fetterley introduced the two new members of the Board. All members of the Board introduced themselves.

5. POLICY BOARD BUSINESS

5.01: Consider Natural Resources Aspects of Site Plan for U-Haul (Project No. 24-115); Case of U-Haul

Senior Planner Anderson presented the staff report. He stated that the City received a Land Use Application for U-Haul for a Conditional Use Permit for a proposed U-Haul Moving and Storage Facility, located at 8725 Riverdale Drive. The Business operation would include the following uses on site: self-storage, truck and trailer rental, and related retail sales.

Board Member Burgess asked if light pollution is considered for the adjacent residential development.

Senior Planner Anderson replied that the existing screening on the south side of the road would address those concerns. He noted that the zoning code was recently updated, including lighting regulations.

Motion by Board Member Salami and seconded by Board Member Hagerty to recommend approval of the Landscape Plan, contingent upon compliance with staff's required corrections.

Motion carried. Voting Yes: Chairperson Fetterley, Board Member Salami, Hagerty, Bernard, Burgess, and Houts. Voting No: None. Absent: Board Member Moore.

5.02: Consider Natural Resources Aspects of Site Plan for Voice of Hope Church (Project No. 24-114); Case of Voice of Hope Church

Senior Planner Anderson presented the staff report. He stated that the City received a Land Use Application from Voice of Hope Church for review of a proposed Site Plan and Final Plat regarding the property located at 15620 Armstrong Boulevard NW.

Board Member Salami asked if there was a public hearing for this project to allow residents near this property to provide input.

Senior Planner Anderson replied that notices have been sent for the public hearing to be conducted by the Planning Commission at their July meeting. He acknowledged that the residential property to the north may not be thrilled with this use, but it is a permitted use within the zoning district.

Chairperson Fetterley referenced the areas to the northwest and south and commented that those areas appear to remain untouched. She asked if staff is satisfied that the trees proposed to add shade to the parking would be adequate and whether tree islands would be a good addition.

Senior Planner Anderson commented that there are trees around the perimeter which would meet the parking lot landscaping requirements. He stated that a recommendation for parking lot islands could be made, but explained that is a tough growing environment for a tree.

Chairperson Fetterley commented that there appears to be a significant area to the north and east of the church which will be seeded and perhaps those would be areas where native seeding would be a better option than grass.

Senior Planner Anderson commented that there are some areas proposed for native seeding, and he has requested a three-to-five-year maintenance plan for those areas. He was also unsure that a native seed mix would be a good fit for the septic area.

Board Member Houts asked for more details on the things that are exempt from the tree preservation requirements.

Senior Planner Anderson reviewed the different things that are exempt.

Board Member Bernard asked if there would be a trail connection in the north, connecting to the Itasca Trail.

Senior Planner Anderson commented that there is an outlot identified where the trail corridor could be located, but no trail would be constructed as part of this project.

Board Member Burgess asked for details on the commercial septic system and asked if there would be a sprinkler component.

Senior Planner Anderson commented that the building division reviews proposed septic systems. He noted that the system would need to meet the septic requirements.

Motion by Board Member Bernard and seconded by Board Member Hagerty to recommend approval of the Tree Inventory and Preservation Plan and the Landscape Plan, contingent upon compliance with Staff's review comments.

Motion carried. Voting Yes: Chairperson Fetterley, Board Member Bernard, Salami, Burgess, Hagerty, and Houts. Voting No: None. Absent: Board Member Moore.

6. BOARD / STAFF INPUT

- **Curbside Recycling Event – August 5 – August 16**

Senior Planner Anderson provided details on the upcoming curbside recycling event which will take place August 5th through August 16th.

Senior Planner Anderson also provided details on the rain barrel and compost bin distribution event which took place on May 1st, noting that there are still barrels and compost bins available and staff will continue to promote the items on its website. He stated that the City will be requesting that Board Members alert staff one week in advance if they will not be able to attend a meeting, noting that there have been a few instances where there have not been enough Board Members for a quorum on the meeting night.

Chairperson Fetterley commented that she, Board Member Hagerty, and Councilmember Woestehoff participated in the tree planting in May. She stated that in June she attended an energy awareness event at Connexus and provided an update.

Board Member Hagerty apologized that he was unable to attend the June meeting and forgot to provide that notice to staff. He asked for an update on a native planting that was done last year.

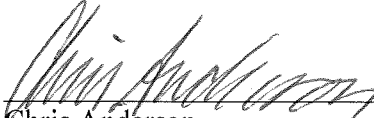
Senior Planner Anderson commented that planting was not as successful as had been hoped and provided additional details on the potential reasons. He also provided an update on Ash Tree removals.

7. ADJOURNMENT

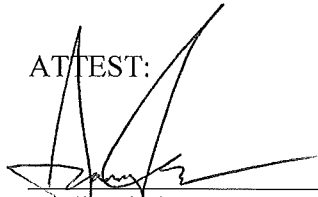
Motion by Board Member Salami and seconded by Board Member Hagerty to adjourn the meeting.

The meeting adjourned at 7:27 p.m.

Respectfully submitted,



Chris Anderson
Senior Planner

ATTEST:


Abdi Sahal
Planning Administrative 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, July 16, 2024, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Debra Musgrove
 Councilmember Chelsee Howell (arrived at 5:33 p.m.)
 Councilmember Michael Olson

Also Present: City Engineer/Public Works Director Bruce Westby
 Parks and Assistant Public Works Director Mark Riverblood
 Civil Engineer IV Leonard Linton

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

Anthony Villeneuve, 6230 177th Lane NW, commented that he lives within the Rodeo Hills Estates development which is currently undergoing a road reconstruction project. He commented that there was a neighborhood meeting prior to the project where residents were able to voice concerns but did not feel that those voices were heard or that the concerns were addressed. He stated that he and his neighbors expressed concerns with the drainage as they have ditches rather than curb and gutter. He stated that the ditches have filled with sediment and are no longer draining properly, which is causing issues this year because of all the rain.

Councilmember Howell arrived.

City Engineer/Public Works Director Westby understood the concerns of the resident. He stated that the City is currently focused on repairing the pavement. He stated that in those meetings they do ask if there are drainage concerns or issues in the area that they should be aware of when designing the project. He commented that the road projects do not include wholesale regrading of ditches but do include spot drainage improvements if necessary to address safety concerns or concerns with flooding homes. Outside of that the City is focused on repairing pavement at this time.

Mr. Villeneuve stated that the City is cutting driveways and regrading that area, which would seem to be a good time to work on driveway culverts.

City Engineer/Public Works Director Westby stated driveway culverts are only replaced if necessary and asked if his culvert is plugged and needs to be cleaned.

Mr. Villeneuve commented that he works in public works himself and cleans his culvert, but again commented on the amount of sediment that has accumulated in ditches, which he estimates at 6 to 8-inches.

City Engineer/Public Works Director Westby commented that it may be too late to address this with the road project, but staff could meet him onsite to further discuss his concerns.

Mr. Villeneuve commented that it would be nice if residents could work with the contractor to have additional driveway work completed but the contractor has stated that they do not want to do that work with residents.

3. APPROVE AGENDA

Chairperson Musgrove requested to move Item 6.01 to follow Item 4.01.

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

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

4. APPROVE MINUTES

4.01: Approve June 18, 2024, Meeting Minutes

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

Regular Meeting Minutes dated June 18, 2024

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

6. COMMITTEE / STAFF INPUT

6.01: Receive Updates on Wetland 114P

City Engineer/Public Works Director Westby provided an update on wetland 114P and the information included in the packet including property plats and lot surveys, showing drainage easements and wetland delineations on many properties. He stated that staff is working to saw-cut the weir to lower it eight inches to the approved DNR elevation as quickly as possible and will present additional updates at the August Committee meeting, including potential plans to permanently reconstruct or reinstall the outlet control structure based on the additional input of DNR.

Deanna Hopkins, 14249 Junkite Street NW, stated that she is the first resident that the water from the creek flows to. She commented that no one has come to look at her property because she has not expressed concern directly to the City. She stated that her property is the lowest elevation around the pond and requested that staff come to review the elevation of her property compared to the pond. She asked if the ponds that the water would outflow to would be capable of handling the additional waterflow from this pond.

City Engineer/Public Works Director Westby commented that staff has mentioned that they have spoken with Ms. Hopkins when they were out in that area. He asked the purpose of the stakes on the property.

Ms. Hopkins commented that she was using the stakes to measure the depth of the water.

City Engineer/Public Works Director Westby commented that they do not anticipate any issues downstream. He commented that he would be happy to visit with Ms. Hopkins on her property to further discuss her concerns.

Ms. Hopkins suggested delaying action to lower the weir and letting the water level out for one year before making any changes.

Theresa Moulzolf, 14260 Junkite Street, commented that she started working with the DNR in 1996 because a developer lowered the culvert lower than it should be. She was concerned that if the weir is lowered because of complaints of some residents, that could have a negative impact on the pond. She stated that the weir should have been installed many years ago to restore the water level. She expressed concern with the quality of the pond and increased vegetation if the water level is lowered.

City Engineer/Public Works Director Westby reviewed information received today from the DNR on the outlet elevation history going back to 1991. He stated that the objective of the DNR is to restore the elevation to the pre-development level.

Ms. Moulzolf asked why the City would continue to make changes, as this is one of the wettest years that has been experienced. She stated that part of the increased water in people's yards is because of the high rain levels.

Chairperson Musgrove asked how this year compares to other years for rain levels.

City Engineer/Public Works Director Westby replied that this year is about four or five inches more precipitation than an average year.

Chairperson Musgrove commented that the weir was cut by eight inches because it was too high.

Eric McBroom, 5771 145th Court, commented that the water level has reduced in his yard since the weir was opened, although still much wetter than the previous summer. He thanked staff for the update and for correcting the error that was made.

Alison Bollman, 5731 145th Court, appreciated the changes that were made to the structure noting that her yard has almost completely cleared the standing water. She commented on the sunken yard that remains and noted that she is having estimates completed for the repair that would be necessary.

Carissa Hoyt, 5741 145th Court NW, agreed that the standing water has receded. She commented that some properties where the water has receded have wildlife that have come into the yard because of the flooded conditions. She expressed concern with a lack of communication during the project, and prior to that. She believed the City could have done a better job explaining what would be done and the reason for the project, along with updates during the project. She stated that there are other residents that have been impacted that have not been able to, or may not have wanted to, attend the meeting.

Chairperson Musgrove asked if Ms. Hoyt has been receiving responses to her emails.

Ms. Hoyt commented that she did reach out to staff one year ago to find out more information about the project. She commented that most recently she has received responses from the Council, when she has emailed, but stated that there has been a slower response from staff. She stated that perhaps more research could have been done prior to the project.

Ms. Hopkins asked if the other residents have lived on water before.

Mr. McBroom commented that there were multiple feet of standing water. He commented that it was the combination of the project and the increased rainfall that caused the issue and damaged the properties. He did not disagree that there is a happy medium somewhere, but it was not right to have that type of sway. He commented that the presentation stated that an error was made, and the level was raised eight inches too high, and it seems that they are correcting the issue. He stated that he still has puddles, which he expects in the rainy season, but the standing water has receded.

Ms. Hopkins acknowledged that people will not be happy in the high or low levels, but they will have to find something they can agree with.

Councilmember Olson agreed that it makes sense to wait some time to let things settle so they know where they will land before they make additional adjustments. He agreed that staff should continue to work with the DNR to find the happy medium, but did not believe that any further adjustments should be made at this time, and they should let it settle.

Councilmember Howell agreed that it would seem reasonable to let things settle. She agreed that staff should work with the DNR to determine what would be possible if further adjustment is needed.

Chairperson Musgrove acknowledged that there has been a bounce in the water level over the years and appreciated that staff did the work to continue checking and realize that an error was made, and then making that adjustment. She stated that there has been positive movement since the adjustment was made, which has been helpful for the residents. She suggested that staff continue

to monitor the water levels weekly to provide an update at the August meeting. She recognized that the weir was cut down 8-inches and asked if that impacted the integrity of the structure.

City Engineer/Public Works Director Westby replied that it is his understanding that the structure of the weir was not negatively impacted by the cutting. He did not believe additional work would be needed if they want to let things settle in for a while.

Alison Bollman asked if mitigation efforts would be considered in the plans, if the weir does require updating in the future, to prevent this situation from occurring again in high water years, such as adding a pump station. She asked if a grate or guard could be added to prevent someone from falling into the hole that was cut.

Civil Engineer IV Linton provided details on the weir, noting that the part that was cut was underneath the grate and the grate was not impacted.

Chairperson Musgrove commented that if the weir needs replacement in the future, there should be consideration for potential mitigation efforts included for high water occurrences.

City Engineer/Public Works Director Westby stated that staff had a discussion with the DNR as to what would be acceptable and the DNR has stated that they would not want adjustable flaps or gates, which is why this rigid weir structure was selected. He confirmed that staff will provide another update at the August meeting.

5. COMMITTEE BUSINESS

5.01: Trail Maintenance Policy – Status Update

Parks and Assistant Public Works Director Riverblood reviewed the staff report and explained that staff is requesting feedback on the content and scope of the desired Trail Maintenance Policy.

Chairperson Musgrove commented that this policy was drafted in 2004 and was looking for more content in a current policy.

Parks and Assistant Public Works Director Riverblood commented that the 20-year-old plan was not approved and was just a working draft, therefore although referenced, that does not correlate into the proposed policy.

Chairperson Musgrove commented that she would like to see something similar to the Sewer Maintenance Policy, with subheadings and additional detail provided under each subheading. She asked if raingardens are the responsibility of residents and stated that perhaps the only mention is clarifying that is the responsibility of residents. She referenced other items mentioned in the 2004 version that she would not want to see carry forward.

Parks and Assistant Public Works Director Riverblood agreed that the policy should only address trail maintenance and should be specific to that topic.

Chairperson Musgrove stated that she liked the table used by Monticello for recording keeping as that would be something residents could easily follow. She asked for Committee input on the expectation for snow removal and storm clean up. She commented that in her experience the sidewalks fill with snow after plowing occurs and that snow becomes hardpacked in the days following before the City clears the sidewalks. She stated that perhaps if the sidewalks were cleared faster, it would avoid the hard packing of the snow and make it easier on City equipment to remove.

Councilmember Howell referenced similar policy updates that have been made and suggested matching the vernacular of those policies using the Stormwater Pond Policy as an example. She also liked the table mentioned by Chairperson Musgrove.

Councilmember Olson agreed that consistency is important and also liked the idea of the maintenance record/table.

Parks and Assistant Public Works Director Riverblood replied that they will have a map similar to the street reconstruction map.

Councilmember Olson thanked staff for looking for good value and matching fund opportunities for the trails.

Chairperson Musgrove commented that she would like to see this item return to the August meeting to review more detail, with anticipation to have the full policy completed by October.

5.02: Review Draft Stormwater Pond Maintenance Policy Framework

City Engineer/Public Works Director Westby reviewed the staff report and stated that staff recommends preparing a draft policy incorporating Committee input received after reviewing and discussing the draft framework tonight, then presenting the draft policy for approval during the August Public Works Committee meeting.

Councilmember Olson commented that he agrees with the river inland approach. He asked if there are records of maintenance beyond the reactive actions that have been taken.

City Engineer/Public Works Director Westby replied that there are some records over the last five to ten years.

Chairperson Musgrove also liked the idea of working from the rivers in. She stated that some of this would be statements of what the other agencies do and would not need to include much detail.

City Engineer/Public Works Director Westby commented that they would want to include infrastructure owned/managed by other agencies or businesses for tracking purposes in the future. He stated that the City also has stormwater maintenance agreements with other entities, acknowledging that level of detail would be difficult to include, but it would at least be helpful to note that those agreements exist.

Chairperson Musgrove recommended that some of that information be included in an appendix page.

City Engineer/Public Works Director Westby commented that the intent is to have a policy in place, so they can start working from that and include programmed maintenance items in the budgeting process. He commented that they can always add detail to the policy in the future, but he would not want to delay the process. He stated that he will bring back a full draft for the Committee to provide feedback on at the next meeting in order to continue moving forward, noting that it would not include the same level of detail as the previous policy discussed tonight.

Parks and Assistant Public Works Director Riverblood commented that this policy will be helpful to assist residents in understanding the purpose of a stormwater pond, in that it has a function and is not meant for aesthetic purposes.

6. COMMITTEE / STAFF INPUT (Continued)

6.02: 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 referenced the potential bridge crossing to Dayton and asked if there had been any progress. It was noted that there has not been any movement since the MnDOT study was completed and that the cities on the other side of the river do not seem to be very interested. She suggested that perhaps City Administrator Hagen could provide the Committee/Council with an update on whether the other cities would be interested in meeting to discuss that item again.

City Engineer/Public Works Director Westby confirmed that he could add that item to the list again to ensure there is additional follow up.

6.03: Review Future Topics Calendar

Chairperson Musgrove commented that a resident contacted her related to generator pumps. She asked if it would be helpful to have additional information on that topic. She stated that she would not want another set of homes have a similar incident as to what occurred on Rivlyn Avenue.

City Engineer/Public Works Director Westby commented that lift station #1 is the oldest, and without power that does not have much capacity and fills up quickly. He stated that there is now a permanent generator at lift station #1. He stated that in the event of a loss of power, there is a portable generator that staff would bring from one lift station to another to assist in emptying. He stated that staff does support adding additional permanent generators at the lift stations, noting that they have begun to be included in the budget and will be a part of the continued budget discussions.

Chairperson Musgrove agreed that there should be additional discussion and perhaps it would be helpful to have another portable generator/trailer in the interim while they work to implement

additional permanent generators to assist in the instance of a power outage. She agreed that this topic should be added to the calendar and could be added to the September agenda.

Councilmember Howell asked if they could have a future discussion related to the City making its own hot mix using used roof shingles.

City Engineer/Public Works Director Westby stated that he is unfamiliar with that concept and asked Councilmember Howell to forward him the information that she has on that topic.

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 7:23 p.m.

Respectfully submitted,



Bruce Westby
City Engineer/Public Works Director

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

CC Regular Session New

Meeting Date: 09/10/2024

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

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	09/04/2024 12:11 PM
Brian Hagen	Katie Schmidt	09/05/2024 11:17 AM
Form Started By: Wendy Schlueter		Started On: 09/03/2024 03:19 PM
Final Approval Date: 09/05/2024		

Report Name: License Report - License Types

Council Dates: 9/10/2024 to 9/10/2024

Status: Active, Inactive

License Type(s): 3.2 Beer Off-Sale, 3.2 Beer On-Sale

Temporary, Amusement Center, Amusement

Devices/Billiard Tables, Broker/Precious Metals Dealer,

Business License-1st Year, Business License-Renewal,

Garbage Haulers, Gasoline Sales, Hemp, Low-Potency

Edible Retailer Registration, Liquor 2 A.M. Closing,

Liquor Off-Sale, Liquor On-Sale, Liquor On-Sale Sunday,

Mobile Food Unit-90 Days, Mobile Food Unit-Annual,

Motor Vehicle Sales/Repair/Rentals, 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,

Wine Off-Sale, Wine On-Sale

City of Ramsey License Report - License Types

Printed: 9/3/2024

Page: 1

<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>
Special Events							

Minnesota Weapons Collectors Association Inc		Adrenalne Sports Center	Tracey Darwin	8310 147th La NW	9/30/2024	9/10/2024	A
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Special Events License Count: 1

Temporary Intoxicating

St Katharine Drexel Church	St Katharine Drexel Church	St Katharine Drexel Church	St Katharine Drexel Church - Randy Bauer	7101 143rd Ave NW G	10/13/2024	9/10/2024	A
St Katharine Drexel Church	St Katharine Drexel Church	St Katharine Drexel Church	St Katharine Drexel Church - Randy Bauer	7101 143rd Ave NW G	11/10/2024	9/10/2024	A

Temporary Intoxicating License Count: 2

Transient Merchant/Peddler/Solicitor

Everlight Solar			Cristopher I Perez		12/31/2024	9/10/2024	A
Everlight Solar			Javier Elenes-Torres		12/31/2024	9/10/2024	A

Transient Merchant/Peddler/Solicitor License Count: 2

Total Licenses: 5

CC Regular Session New

Meeting Date: 09/10/2024

Primary Strategic Plan Initiative: Promote economic growth and development.

Title:

Affirm Resolution #24-212 - Site Plan Review for Haviland Fields

Purpose/Background:

On August 27, the City Council adopted the rezoning ordinance for Haviland Fields. Once the zoning was approved, then the site plan review could be approved. The Council made a motion to adopt a resolution; however, the resolution itself was erroneously omitted from the case. The resolution is attached to this case. This action is not to re-approve it, but rather to acknowledge that this is the resolution that the Council adopted. The vote was 5-2 approving the resolution, with the official record representing the 5-2 vote.

Recommendation:

Staff recommends affirming the resolution.

Outcome/Action:

Motion to affirm Resolution #24-212.

Attachments

Resolution #24-212

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	09/04/2024 03:24 PM
Form Started By: Todd Larson		Started On: 09/04/2024 08:35 AM
Final Approval Date: 09/04/2024		

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

RESOLUTION #24-212

RESOLUTION APPROVING SITE PLAN REVIEW OF HAVILAND FIELDS

RECITALS

1. Presbyterian Homes and Services, hereinafter referred to as the “Applicant” has properly applied for a Land Use Application to construct a mixed multi-family residential development around an existing religious institution on property legally described as follows:

Lot 1, Block 1, Stoney River Addition, Anoka County, Minnesota

(“Subject Property”)

2. That the Applicant appeared before the Planning Commission for a public hearing on March 28, 2024, for a preliminary plat, rezoning, Comprehensive Plan amendment, and site plan review and that said public hearing was properly advertised and that the minutes of said public hearing are hereby incorporated by reference.
3. That the Planning Commission reviewed and recommended approval of the request.
4. That the City Council reviewed the Planning Commission’s site plan review recommendation on August 28, 2024, after awaiting the Metropolitan Council’s review of the Comprehensive Plan amendment.

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

1. That the Ramsey City Council hereby grants Site Plan Review for the following:
 - a. Civil Plans dated 05-07-2024
 - b. Architectural Elevations dated 02-09-2024
 - c. Landscape Plans daled 03-12-2024 with an update with 26 evergreens along Highway 47.
 - d. Lighting Plans dated 02-09-2024, though the plans may be updated to show a 20-foot freestanding light.
 - e. All subject to the respective conditions:
 - i. Outlots A and B, shall in part, satisfy park dedication requirements, provided the boundaries of Outlot B extend no more than 10 feet behind the curb.
 - ii. Cross-access, parking, and maintenance agreements must be drafted and reviewed by the City Attorney.

- iii. A development agreement must be reviewed and approved by the City Council prior to building permits.
- iv. Other unresolved changemarks must be addressed or corrected in ProjectDox.
- v. Subject to Lower Rum River WMO review and approval.
- vi. Subject to Anoka County Highway Department and Minnesota Department of Transportation access modification permitting requirements.
- vii. Any mitigation measures noted within the Environmental Assessment Worksheet.

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

Mayor Kuzma
Councilmember Woestehoff
Councilmember Olson
Councilmember Musgrove
Councilmember Riley

and the following voted against the same:

Councilmember Howell
Councilmember Specht

and the following abstained:

None

and the following were absent:

None

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of August, 2024.

Mayor

ATTEST:

City Clerk

CC Regular Session New

Meeting Date: 09/10/2024

Primary Strategic Plan Initiative: Not Applicable

Title:

Adopt Resolution #24-256 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of August 22, 2024 through September 4, 2024.

Purpose/Background:

Adopt Resolution #24-256 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of August 22, 2024 through September 4, 2024.

Recommendation:

Staff Recommends to Adopt Resolution #24-256 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of August 22, 2024 through September 4, 2024.

Outcome/Action:

Motion to Adopt Resolution #24-256 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of August 22, 2024 through September 4, 2024.

Attachments

Bills List 9/10/2024
Resolution 24-256

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	09/04/2024 03:18 PM
Brian Hagen	Brian Hagen	09/04/2024 03:22 PM
Form Started By: Jennifer Morrison		Started On: 09/04/2024 02:38 PM
Final Approval Date: 09/04/2024		

RAMSEY CITY COUNCIL MEETING
9.10.24
BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Prepays 8.22.24 - 9.4.24	\$ 331,491.97
Accounts Payable 8.22.24 - 9.4.24	187,556.75
Payroll 8.30.24	268,964.23
Debt Service	
Pay Estimates- Projects	

TOTAL SUBMITTED FOR APPROVAL THIS MEETING (Invoices Available for Reviewal)	\$ 788,012.95
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DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:

	APPROVED PREVIOUS MTG	2024 Y.T.D.
PREPAIDS	\$ 318,230.68	\$ 7,506,101.21
PREPAID ADJUSTMENTS		
ACCOUNTS PAYABLE INVOICING	702,920.52	10,853,078.89
ACCT PAYABLE INVOICING ADJUSTMENTS		
NET PAYROLL TOTAL	283,675.53	4,402,459.36
CORRECTION TO PAYROLL		
DEBT SERVICE		721,635.10
CORRECTION TO DEBT SERVICE		
PAY ESTIMATE(S) - PROJECTS	4,433,765.09	21,593,666.02

TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED	\$ 5,738,591.82	\$ 45,076,940.58
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Council Check Register by GL
Council Check Register and Summary

8/22/2024 -- 9/4/2024

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
119313	8/22/2024		111377 ANOKA MUNICIPAL UTILITY							
		72.81	ELECTRIC UTILITIES		126914	22-613120-01 JULY 2024	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		52.51	ELECTRIC UTILITIES		126915	22-612000-01 JULY 2024	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		36.14	ELECTRIC UTILITIES		126916	22-610280-00 JULY 2024	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
		78.80	STREET LIGHTING		126917	22-990005-01 JULY 2024	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
		<u>240.26</u>								
119314	8/22/2024		117443 ASHCO EXTERIORS INC							
		100.00	PERMIT RA059107 CANCEL		126912	8152024	9101.4205		BUILDING PERMIT	GENERAL FUND
		1.00	PERMIT RA059107 CANCEL		126912	8152024	9101.2081		SURCHARGES-PERMITS	GENERAL FUND
		<u>101.00</u>								
119315	8/22/2024		114036 BIRDSEYE VENTURES DBA MAJESTIC EVENTS							
		1,125.00	HD PICNIC TABLE RENTAL DEPOSIT		126913	100292-30	0296.6249		MISCELLANEOUS OPERATING SUPPLY	HAPPY DAYS
		<u>1,125.00</u>								
119316	8/22/2024		100297 CENTERPOINT ENERGY							
		1,762.25	C/H GAS		126907	6702493-5 JUL 2024	0194.6373		GAS	GENERAL GOVERNMENT BUILDING
		67.33	NATURAL GAS PH 3		126908	8782239-1 JUL 2024	9601.6373		GAS	WATER FUND
		96.31	GAS UTILITIES STATION 2		126909	5961540-1 JUL 2024	0220.6373		GAS	FIRE PROTECTION
		29.64	GAS UTILITIES STATION 1		126910	5914352-9 JUL 2024	0220.6373		GAS	FIRE PROTECTION
		34.58	GAS SERVICES 7/8/24 -8/7/24		126921	6011580-5 JUL 2024	9410.6373	00041012	GAS	RALF FUNDED PROJECTS
		<u>1,990.11</u>								
119317	8/22/2024		110734 CITY OF RAMSEY							
		693.31	#1017457-5370 141ST AVE NW		126898	08222024	9601.4651		WATER REVENUE	WATER FUND
		30.06	#58024820-15333 RAMSEY BLVD		126898	08222024	9601.4651		WATER REVENUE	WATER FUND
		300.00	#722258-5080 XKIMO CT NW		126898	08222024	9601.4651		WATER REVENUE	WATER FUND
		384.78	#719045-6870 147TH AVE NW		126898	08222024	9601.4651		WATER REVENUE	WATER FUND
		30.06	#53254342-8251 154TH LANE NW		126898	08222024	9601.4651		WATER REVENUE	WATER FUND
		174.29	#635251734-15231 XKIMO ST NW		126898	08222024	9601.4651		WATER REVENUE	WATER FUND
		183.23	#729064-5645 154TH LANE NW		126898	08222024	9601.4651		WATER REVENUE	WATER FUND

Council Check Register by GL
Council Check Register and Summary

8/22/2024 -- 9/4/2024

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
119317	8/22/2024		110734 CITY OF RAMSEY						Continued...	
		183.23	#718889-14882 OLIVINE ST NW		126898	08222024	9601.4651		WATER REVENUE	WATER FUND
		1,978.96								
119318	8/22/2024		121147 DEDICATED NETWORKS							
		100.00	DAMAGE DEPOSIT REFUND		126903	081524	9101.2201		DEPOSITS PAYABLE	GENERAL FUND
		100.00								
119319	8/22/2024		121141 DSQUARED BUILDING							
		100.00	PERMIT RA059048 CANCEL		126911	8142024	9101.4205		BUILDING PERMIT	GENERAL FUND
		1.00	PERMIT RA059048 CANCEL		126911	8142024	9101.2081		SURCHARGES-PERMITS	GENERAL FUND
		101.00								
119320	8/22/2024		100391 POSTMASTER							
		2,582.54	SEPT/OCT 2024 RR POSTAGE		126918	08222024	0195.6322		POSTAGE	NEWSLETTER
		2,582.54								
119321	8/22/2024		112736 SWANK MOTION PICTURES INC							
		595.00	8.30.24 SCREEN RENTAL		126900	BO 2177696 B	0452.6489		OTHER CONTRACTED SERVICES	PARK & RECREATION
		0.00	THE MITCHELLS VS THE MACHINES		126900	BO 2177696 B	0452.6489		OTHER CONTRACTED SERVICES	PARK & RECREATION
		595.00								
119322	8/22/2024		120756 THE FABULOUS ARMADILLOS							
		8,500.00	8.22.24 CONCERT SERIES PERFORM		126899	08222024	9270.6315		MISCELLANEOUS PROFESSIONAL SERLAWFUL GAMBLING	
		8,500.00								
119363	8/29/2024		119525 AIR COMFORT HEATING & AIR CONDITIONING							
		35.00	PERMIT RA059039 CANCEL		126984	8212024	9101.4208		MECHANICAL PERMIT	GENERAL FUND
		1.00	PERMIT RA059039 CANCEL		126984	8212024	9101.2081		SURCHARGES-PERMITS	GENERAL FUND
		36.00								
119364	8/29/2024		100297 CENTERPOINT ENERGY							
		227.92	JULY GAS CHARGES		126990	8000014064-2 JUL 2024	0211.6373		GAS	POLICE PROTECTION
		101.01	JULY GAS CHARGES		126990	8000014064-2 JUL 2024	0452.6373		GAS	PARK & RECREATION
		25.34	JULY GAS CHARGES		126990	8000014064-2 JUL 2024	0311.6373		GAS	STREET MAINTENANCE
		29.64	JULY GAS CHARGES		126990	8000014064-2 JUL 2024	0220.6373		GAS	FIRE PROTECTION
		25.33	JULY GAS CHARGES		126990	8000014064-2	9601.6373		GAS	WATER FUND

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

8/22/2024 -- 9/4/2024

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
119364	8/29/2024		100297 CENTERPOINT ENERGY						Continued...	
						JUL 2024				
		25.33	JULY GAS CHARGES		126990	8000014064-2	9602.6373		GAS	SEWER FUND
						JUL 2024				
		25.34	JULY GAS CHARGES		126990	8000014064-2	9605.6373		GAS	STORM WATER UTILITY
						JUL 2024				
		459.91								
119365	8/29/2024		110734 CITY OF RAMSEY							
		102.58	ACCT 713463949 7312 BUNKER LAK		126638	08082024	9601.4651		WATER REVENUE	WATER FUND
		26.04	ACCT 735874 8653 146TH LANE NW		126638	08082024	9601.4651		WATER REVENUE	WATER FUND
		52.33	QTR 2 SOLSTICE		126645	726294 QTR 2 2024	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		55.65	QTR 2 ELMCREST		126646	724931 QTR 2 2024	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		144.16	QTR 2 RIVERDALE		126647	723960 QTR 2 2024	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		546.87	QTR 2 SUNWOOD DR		126648	724470 QTR 2 2024	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		151.00	QTR 2 ELMCREST		126649	724874 QTR 2 2024	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		144.16	QTR 2 DRAW RESTROOM		126650	724628 QTR 2 2024	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		881.88	QTR 2 SWEET BAY		126651	727918 QTR 2 2024	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		22.35	QTR 2 NORTH COMMONS		126652	722164 QTR 2 2024	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		65.91	QTR 2 SWEET BAY WEST METER		126653	727919 QTR 2 2024	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		626.59	4/9-7/11/24 UTILITY BILL		126654	719019 QTR 2 2024	9410.6372	00041012	WATER/IRRIGATION	RALF FUNDED PROJECTS
		661.78	WATER UTILITIES 2ND QTR		126656	726528 QTR 2 2024	0220.6372		WATER/IRRIGATION	FIRE PROTECTION
		622.54	C/H WATER BILL		126657	444931294 QTR 2 2024	0194.6372		WATER/IRRIGATION	GENERAL GOVERNMENT BUILDING
		144.16	RAMP WATER BILL		126658	444931372 QTR 2 2024	9240.6372		WATER/IRRIGATION	PARKING RAMP MAINTENANCE
		30.06	QTR 2 2024		126661	735287 QTR 2 2024	0452.6372		WATER/IRRIGATION	PARK & RECREATION
		701.42	2ND QUARTER WATER BILL PW BLDG		126663	733061 QTR 2 2024	0452.6372		WATER/IRRIGATION	PARK & RECREATION

Council Check Register by GL
Council Check Register and Summary

8/22/2024 - 9/4/2024

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
119365	8/29/2024		110734 CITY OF RAMSEY						Continued...	
		701.42	2ND QUARTER WATER BILL PW BLDG		126663	733061 QTR 2 2024	0311.6372		WATER/IRRIGATION	STREET MAINTENANCE
		701.41	2ND QUARTER WATER BILL PW BLDG		126663	733061 QTR 2 2024	9601.6372		WATER/IRRIGATION	WATER FUND
		701.41	2ND QUARTER WATER BILL PW BLDG		126663	733061 QTR 2 2024	9602.6372		WATER/IRRIGATION	SEWER FUND
		701.41	2ND QUARTER WATER BILL PW BLDG		126663	733061 QTR 2 2024	9605.6372		WATER/IRRIGATION	STORM WATER UTILITY
		324.00	ACCT 62855296-6263 RIVLYN AVE		126964	62855296	9601.4651		WATER REVENUE	WATER FUND
		<u>8,109.13</u>								
119366	8/29/2024		100116 CONNEXUS ENERGY							
		931.58	ELMCREST JULY 2024		126980	444931-267449 JUL 2024	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
		24.80	JULY ELECTRICITY		126992	444931-3270 JUL 2024	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
		<u>956.38</u>								
119367	8/29/2024		121145 DEIERLING, LINDA							
		15.00	CENTRAL PARK HRLY RATE REF		126991	082224	9101.4305		RENTAL FEES	GENERAL FUND
		<u>15.00</u>								
119368	8/29/2024		121153 DREWS, DEREK							
		297.00	WATER EFF REBATE 24-D DREWS		126971	082924	9601.6436		WATER EFFICIENCY REBATE PROG	WATER FUND
		<u>297.00</u>								
119369	8/29/2024		119788 ECM UNION HERALD							
		16.00	UNION LOBBY COPY JULY 24		126994	42419	0130.6452		SUBSCRIPTIONS	ADMINISTRATION
		<u>16.00</u>								
119370	8/29/2024		121150 PHAM, HANAM							
		200.00	WATER EFF REBATE 26 - H PHAM		126969	082924	9601.6436		WATER EFFICIENCY REBATE PROG	WATER FUND
		<u>200.00</u>								
119371	8/29/2024		117544 QUADIENT FINANCE USA INC							
		2,000.00	POSTAGE REFILL		126993	RAMSEY000000000 31224062-2	9101.1551		POSTAGE METER DEPOSIT	GENERAL FUND
		<u>2,000.00</u>								
119372	8/29/2024		121163 RADEMACHER FAMILY PARTNERSHIP LLLP(GWILL							

Council Check Register by GL
Council Check Register and Summary

8/22/2024 -- 9/4/2024

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
1006867	8/23/2024		103119 ROSSUM, BEN						Continued...	
1006868	8/23/2024		100459 STANDARD INSURANCE COMPANY							
		2,259.20	AUG 2024 LIFE INS PREMIUMS		126904	772596 0001	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		2,259.20								
1006869	8/23/2024		114486 SUN LIFE ASSURANCE COMPANY OF CANADA							
		584.35	AUG 2024 LTD PREMIUMS		126905	POLICY#237724 AUG 2024	9101.2170		DENTAL/DISABILITY/LIFE	GENERAL FUND
		447.96	AUG 2024 LTD PREMIUMS		126905	POLICY#237724 AUG 2024	9101.2170		DENTAL/DISABILITY/LIFE	GENERAL FUND
		1,032.31								
1006918	8/30/2024		110402 ADVANCE AUTO PARTS							
		90.50	MISC PARTS 7/12 & 7/31		126963	07312024	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		90.50								
1006919	8/30/2024		112663 CAPSTONE HOMES INC							
		1,500.00	REF ERO ESC 14417 QUINTANA ST		126976	A120755	9804.6433	00120755	REFUNDS	ESCROW ACCOUNTS
		1,500.00								
1006920	8/30/2024		113572 FREDRICKSON, JASON							
		34.84	LOGIS BOARD MTG 8.14.24		126965	08292024	0192.6335		TRAINING	DATA PROCESSING
		4.02	MAYOR KUZMA EMAIL ISSUE 8.21		126965	08292024	0192.6335		TRAINING	DATA PROCESSING
		38.86								
1006921	8/30/2024		100291 MET COUNCIL SAC							
		91,945.00	SAC REMITTANCE		126966	08292024	9602.2083		SAC CHARGES	SEWER FUND
		919.45	SAC REMITTANCE DISCOUNT		126966	08292024	9602.4356		SEWER AVAILABILITY CHARGE-ADM	SEWER FUND
		91,025.55								
1006922	8/30/2024		119638 O'REILLY AUTO PARTS							
		1.00	EARLY PAY DISCOUNT		126972	6193-173781	0220.6257		OTHER VEHICLE PARTS	FIRE PROTECTION
		49.95	DEF FLUID		126972	6193-173781	0220.6257		OTHER VEHICLE PARTS	FIRE PROTECTION
		.58	EARLY PAY DISCOUNT		126977	6193-173716	0311.6281		SMALL TOOLS & MINOR EQUIPMENT	STREET MAINTENANCE
		28.99	PLASTIC TOOL		126977	6193-173716	0311.6281		SMALL TOOLS & MINOR EQUIPMENT	STREET MAINTENANCE
		1.80	EP DISCOUNT TAKEN ON ORIG INV		126978	6193-173803	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		90.00	CORE RETURN		126978	6193-173803	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		.94	EARLY PAY DISCOUNT		126979	6193-173840	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		47.06	POLICE #334		126979	6193-173840	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		4.05	EARLY PAY DISCOUNT		126982	6193-173972	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE

Council Check Register by GL
Council Check Register and Summary

8/22/2024 -- 9/4/2024

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
1006922	8/30/2024		119638 O'REILLY AUTO PARTS						Continued...	
		202.34	STAFF CROWN VIC #316		126982	6193-173972	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		2.10-	EARLY PAY DISCOUNT		126983	6193-173957	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		104.77	STAFF CROWN VIC. #316		126983	6193-173957	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		4.99	TRACKLESS #655IT		126985	6193-173928	9605.6257		OTHER VEHICLE PARTS	STORM WATER UTILITY
		.10-	EARLY PAY DISCOUNT		126985	6193-173928	9605.6257		OTHER VEHICLE PARTS	STORM WATER UTILITY
		5.02-	EARLY PAY DISCOUNT		126986	6193-174068	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		125.49	TRACKLESS #655		126986	6193-174068	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		125.50	TRACKLESS #655		126986	6193-174068	0452.6257		OTHER VEHICLE PARTS	PARK & RECREATION
		.24-	EARLY PAY DISCOUNT		126987	6193-174225	0311.6229		SHOP MATERIALS	STREET MAINTENANCE
		12.02	SHOP LAMP		126987	6193-174225	0311.6229		SHOP MATERIALS	STREET MAINTENANCE
		.44-	EARLY PAY DISCOUNT		126988	6193-174185	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		21.95	POLICE #373		126988	6193-174185	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		23.99-	EARLY PAY DISCOUNT		126989	6193-174164	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		1,199.45	POLICE #373		126989	6193-174164	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		1,795.85								
99090424	9/4/2024		100219 HOME DEPOT COMMERCIAL ACCT PROGRAM							
		70.87	MISC SUPPLIES 8.19.24		126995	08282024	0194.6249		MISCELLANEOUS OPERATING SUPPLY	GENERAL GOVERNMENT BUILDING
		1.42-	EARLY PAY DISCOUNT		126995	08282024	0194.6249		MISCELLANEOUS OPERATING SUPPLY	GENERAL GOVERNMENT BUILDING
		69.45								
99240409	8/30/2024		100301 MN CHILD SUPPORT PAYMENT CNTR							
		266.72			126955	0828241512022	9101.2185		GARNISHMENTS/SUPPORT	GENERAL FUND
		266.72								
99603362	8/30/2024		114790 GREAT WEST LIFE AND ANNUITY INS CO							
		13,788.35			126962	0828241512029	9101.2175		DEFERRED COMPENSATION	GENERAL FUND
		13,788.35								
99605066	8/30/2024		114790 GREAT WEST LIFE AND ANNUITY INS CO							
		4,719.62			126954	08282415120210	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		4,719.62								
99764438	8/30/2024		100398 PUBLIC EMPLOYEES RETIREMENT ASSN							
		32,187.12			126956	0828241512023	9101.2174		PERA-EMPLOYEE	GENERAL FUND
		42,885.86			126957	0828241512024	9101.2183		PERA-EMPLOYER	GENERAL FUND
		75,072.98								
99802332	8/30/2024		101306 IRS							
		34,508.35			126959	0828241512026	9101.2171		FEDERAL WITHHOLDING	GENERAL FUND

Council Check Register by GL
Council Check Register and Summary

8/22/2024 -- 9/4/2024

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
99802332	8/30/2024		101306 IRS						Continued...	
		21,307.10			126960	0828241512027	9101.2173		FICA & MEDICARE-EMPLOYEE	GENERAL FUND
		21,307.10			126961	0828241512028	9101.2182		FICA & MEDICARE-EMPLOYER	GENERAL FUND
		<u>77,122.55</u>								
99974952	8/30/2024		100223 ICMA RETIREMENT TRUST 457							
		1,953.08			126953	0828241512021	9101.2175		DEFERRED COMPENSATION	GENERAL FUND
		<u>1,953.08</u>								
99994976	8/30/2024		100601 MN DEPT OF REV WH							
		16,941.97			126958	0828241512025	9101.2172		STATE WITHHOLDING	GENERAL FUND
		<u>16,941.97</u>								
		<u>331,491.97</u>	Grand Total							

Payment Instrument Totals

Checks	42,926.86
EFT Payments	189,934.72
A/P ACH Payment	<u>98,630.39</u>
Total Payments	331,491.97

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3876
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument Check Payment
 Pay Through Date 9/11/2024

Payee		Stub	Document				Due	Invoice	Payment	Discount	Supplier	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
119929	ADVANTAGE SIGNS AND GRAPHICS INC		PV	127109	001	00999	8/22/2024	V0824-238	910.00		119929	ADVANTAGE SIGNS / GRAPHICS INC
	ADVANTAGE SIGNS & GRAPHICS INC								910.00			
	75 S OWASSO BLVD W											
	ST PAUL MN 55117								910.00			
107776	ALERT ALL CORP		PV	126929	001	00999	8/15/2024	W38916	340.00		107776	ALERT ALL CORP
	ALERT ALL CORP								340.00			
	164 ORLAN ROAD											
	NEW HOLLAND PA 17557								340.00			
119568	ALLISON GRIFFITH/ALLISON'S PETITE PASTRI		PV	127114	001	00999	8/20/2024	08202024	798.49		119568	ALLISON GRIFFITH/ALLISON'S PETITE PASTRI
	ALLISON'S PETITE PASTRIES								798.49			
	14037 ST FRANCIS BOULEVARD NW											
	RAMSEY MN 55303								798.49			
100063	ASPEN MILLS		PV	126942	001	00999	8/20/2024	337948	54.45		100063	ASPEN MILLS
	ASPEN MILLS								54.45			
	8201 C CENTRAL AVE NE		PV	127110	001	00999	8/26/2024	338176	64.95			
	SPRING LAKE PARK MN 55432								64.95			
									119.40			

CITY OF RAMSEY
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 Payment Instrument Check Payment
 Pay Through Date 9/11/2024

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
108513	BLAINE LOCK AND SAFE INC		PV 127097 001 00999	8/22/2024	31931	836.00		108513	BLAINE LOCK AND S INC
	BLAINE LOCK AND SAFE INC 10136 SUNSET AVENUE BLAINE MN 55014				Summary Total	836.00			
					Payment Amount	836.00			
104915	BLUE LINE COLLISION CENTER		PV 127031 001 00999	8/23/2024	25398	4,521.88		104915	BLUE LINE COLLISIC CENTER
	BLUE LINE COLLISION CENTER 6260 HIGHWAY 10 RAMSEY MN 55303				Summary Total	4,521.88			
					Payment Amount	4,521.88			
100112	COMMISSIONER OF TRANSPORTATION		PV 127081 001 00999	8/22/2024	P00018905	2,870.66		100112	COMMISSIONER OF TRANSPORTATION
	COMMISSIONER OF TRANSPORTATION MN DEPT MS 215 -395 JOHN IRELAND BLVD ST PAUL MN 55155				Summary Total	2,870.66			
					Payment Amount	2,870.66			
100127	CROW RIVER FARM EQUIPMENT COMPANY		PV 127046 001 00999	8/20/2024	210726	987.02		100127	CROW RIVER FARM EQUIPMENT COMPA
	CROW RIVER FARM EQUIPMENT COMPANY 17685 - 53RD STREET NE				Summary Total	987.02			
	ROGERS MN 55374		PV 127047 001 00999	8/15/2024	210700	817.00			
					Summary Total	817.00			

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 Payment Instrument Check Payment
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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
						1,804.02			
104267	ELITE SANITATION ELITE SANITATION PO BOX 526 ELK RIVER MN 55330		PV 126937 001 00999	8/13/2024	30886	672.96		104267	ELITE SANITATION
			Summary Total			672.96			
			Payment Amount			672.96			
112596	ENVIRONMENTAL PRODUCTS AND ACCESS ENVIRONMENTAL PRODUCTS AND ACCESS PO BOX 415000 MSC#30157 NASHVILLE TN 37241-0157		PV 127030 001 00999	8/23/2024	273929	478.81		112596	ENVIRONMENTAL PRODUCTS AND ACC
			Summary Total			478.81			
			Payment Amount			478.81			
121152	FIREFIGHTER STRAPS INC FIREFIGHTER STRAPS INC 44W071 HAZELCREST DR SUGAR GROVE IL 60554		PV 126930 001 00999	8/14/2024	285	494.95		121152	FIREFIGHTER STRAF INC
			Summary Total			494.95			
			Payment Amount			494.95			
100814	HACH COMPANY HACH COMPANY 2207 COLLECTIONS CENTER DR		PV 126932 001 00999	8/13/2024	14145770	1,299.95		100814	HACH COMPANY
			Summary Total			1,299.95			
			PV 127053 001 00999	8/22/2024	14158246	639.75			

CITY OF RAMSEY
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	CHICAGO IL 60693								639.75			
									1,939.70			
117332	HEARTLAND TIRE INC		PV	127045	001	00999	8/15/2024	9041795	98.72		117332	HEARTLAND TIRE IN
	HEARTLAND TIRE INC 7151 RIVERDALE DRIVE NW RAMSEY MN 55303								98.72			
									98.72			
115760	HENRY SCHEIN INC		PV	127058	001	00999	8/22/2024	13051983	34.25		115760	HENRY SCHEIN INC
	HENRY SCHEIN INC DEPT CH 10241 PALATINE IL 60055-0241								34.25			
									34.25			
119617	HIRSHFIELD'S		PV	126936	001	00999	8/19/2024	22188667	56.86		119617	HIRSHFIELD'S
	HIRSHFIELD'S 725 2ND AVENUE N MINNEAPOLIS MN 55405								56.86			
									56.86			
100228	INTOXIMETERS		PV	127059	001	00999	8/20/2024	767616	302.55		100228	INTOXIMETERS
	INTOXIMETERS P O BOX 870836 KANSAS CITY MO 64187-0836								302.55			
									302.55			

CITY OF RAMSEY
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 Bank Account 999.1010 CASH IN BANK 00002224
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 Payment Instrument Check Payment
 Pay Through Date 9/11/2024

Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Item	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name	
121162	JEREMY'S LAWN SERVICE		PV	127038	001	00999	8/19/2024	18282	1,525.20		121162	JEREMY'S LAWN SERVICE	
	JEREMY'S LAWN SERVICE 27152 136TH ST NW ZIMMERMAN MN 55398			Summary Total					1,525.20				
				Payment Amount					1,525.20				
100256	LANO EQUIPMENT INC		PV	127043	001	00999	8/15/2024	02-1096638	12.99		100256	LANO EQUIPMENT IN	
	LANO EQUIPMENT INC 6140 HIGHWAY 10 NW ANOKA MN 55303			Summary Total					12.99				
				Payment Amount					12.99				
100260	LEAGUE OF MN CITIES INS TRUST		PV	127100	001	00999	8/13/2024	40002716 HD 2024	225.00		100260	LEAGUE OF MN CITI INS TRUST	
	LEAGUE OF MN CITIES INS TRUST PO BOX 581517 MINNEAPOLIS MN 55458-1517			Summary Total					225.00				
				Payment Amount					225.00				
100265	LINKS AT NORTHFORK	Biz Appreciation - Dinner	PV	127085	001	00999	8/20/2024	08202024-CATERING	6,742.68		100265	LINKS AT NORTHFOF	
	LINKS AT NORTHFORK 9333 - ALPINE DRIVE NW RAMSEY MN 55303			Summary Total					6,742.68				
		Biz Appreciation - Golf Cost	PV	127086	001	00999	8/20/2024	08202024-GOLF	8,927.84				
				Summary Total					8,927.84				

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3876
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
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 Payment Instrument Check Payment
 Pay Through Date 9/11/2024

Payee		Stub	Document			Due	Invoice	Payment	Discount	Supplier		
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
							Payment Amount		15,670.52			
100270	MACQUEEN EQUIPMENT INC		PV	127068	001	00999	8/22/2024	P59414	76.18		100270	MACQUEEN EQUIPM INC
							Summary Total		76.18			
	MACQUEEN EQUIPMENT INC 1125 7TH STREET EAST ST PAUL MN 55106		PV	127069	001	00999	8/22/2024	P59422	2,106.28			
							Summary Total		2,106.28			
			PV	127071	001	00999	8/22/2024	P59413	347.42			
							Summary Total		347.42			
			PV	127090	001	00999	8/26/2024	P59450	376.54			
							Summary Total		376.54			
							Payment Amount		2,906.42			
120041	MARTIN MARIETTA MATERIALS		PV	127039	001	00999	8/15/2024	43423982	899.05		120041	MARTIN MARIETTA MATERIALS
							Summary Total		899.05			
	MARTIN MARIETTA MATERIALS PO BOX 93186 CHICAGO IL 60673-3186		PV	127049	001	00999	8/20/2024	43466787	1,013.42			
							Summary Total		1,013.42			
			PV	127072	001	00999	8/21/2024	43484541	2,969.15			
							Summary Total		2,969.15			
			PV	127087	001	00999	8/22/2024	43501611	938.80			
							Summary Total		938.80			
			PV	127089	001	00999	8/23/2024	43516413	233.94			
							Summary Total		233.94			
							Payment Amount		6,054.36			

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3876
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument Check Payment
 Pay Through Date 9/11/2024

Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
118388	MITCHELL 1 MITCHELL 1 25029 NETWORK PLACE CHICAGO IL 60673-1250		PV	127092	001	00999	8/19/2024	IB31439233	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 64494 ST PAUL MN 55164-4700	07/01/24-09/30/24	PV	126931	001	00999	8/15/2024	08152024	13,105.00		100328	MN DEPT OF HEALTH WATER
								Summary Total	13,105.00			
								Payment Amount	13,105.00			
100393	PRAIRIE RESTORATIONS INC PRAIRIE RESTORATIONS INC 31646 128TH STREET PRINCETON MN 55371		PV	127102	001	00999	8/20/2024	INV-012000	1,275.00		100393	PRAIRIE RESTORATI INC
								Summary Total	1,275.00			
			PV	127104	001	00999	8/20/2024	INV-011999	1,875.00			
								Summary Total	1,875.00			
			PV	127105	001	00999	8/23/2024	INV-012117	1,675.00			
								Summary Total	1,675.00			
								Payment Amount	4,825.00			
118921	SHRED RIGHT SHRED RIGHT 6301 W OLD SHAKOPEE ROAD SUITE A		PV	126941	001	00999	8/15/2024	0030416	18.85		118921	SHRED RIGHT
								Summary Total	18.85			

Payment Group Control Number 3876
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument Check Payment
 Pay Through Date 9/11/2024

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
Payment Amount						3,718.58			
Total Amount to be Processed						67,569.63			
Total Number of Payments to be Processed						34			

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3877
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument T A/P ACH Payment
 Pay Through Date 9/11/2024

Payee Number	Name / Mailing Address	Stub Message	Document				Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier	
			Ty	Number	Itm	Co					Number	Name
106639 3M			PV	127093	001	00999	8/21/2024	9430097643	2,490.75		106639 3M	
	3M		Summary Total						2,490.75			
	P O BOX 844127											
	DALLAS TX 75284-4127		Payment Amount						2,490.75			
117343 AMAZON CAPITAL SERVICES INC			PV	126924	001	00999	8/19/2024	1QJL-MF4H-RY9T	287.57		117343 AMAZON CAPITAL SERVICES INC	
	AMAZON CAPITAL SERVICES INC		Summary Total						287.57			
	PO BOX 035184		PV	126935	001	00999	8/19/2024	1WC1-K9YF-QFM4	117.04			
	SEATTLE WA 98124-5184		Summary Total						117.04			
			PV	126940	001	00999	8/19/2024	136P-RWV7-Q7K4	34.13			
			Summary Total						34.13			
			PV	126949	001	00999	8/19/2024	1QKV-4YYC-R61H	806.22			
			Summary Total						806.22			
			PV	127099	001	00999	8/19/2024	1716-F967-TDXN	235.91			
			Summary Total						235.91			
			Payment Amount						1,480.87			
107587 ANOKA COUNTY TREASURY DEPARTMENT			PV	127028	001	00999	8/16/2024	B240816M	492.00		107587 ANOKA COUNTY TREASURY DEPARTI	
	ANOKA COUNTY TREASURY DEPARTMENT		Summary Total						492.00			
	2100 3RD AVE STE 300											
	ANOKA MN 55303-5029		Payment Amount						492.00			

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3877
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument T A/P ACH Payment
 Pay Through Date 9/11/2024

Payee Number	Payee Name / Mailing Address	Stub Message	Document				Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier	
			Ty	Number	Itm	Co					Number	Name
106346	BAUER BUILT INCORPORATED		PV	127073	001	00999	8/23/2024	940112174	849.60		106346 BAUER BUILT INCORPORATED	
				Summary Total					849.60			
	BAUER BUILT INCORPORATED 8270 W 35W SERVICE DR NE BLAINE MN 55449		PV	127111	001	00999	8/23/2024	940112727	757.12			
				Summary Total					757.12			
				Payment Amount					1,606.72			
100647	BOLTON AND MENK INC BOLTON AND MENK INC 1960 PREMIER DRIVE MANKATO MN 56001-5900		PV	127050	001	00999	8/15/2024	0342952	1,199.50		100647 BOLTON AND MENK	
				Summary Total					1,199.50			
			PV	127063	001	00999	8/15/2024	0342954	643.50			
				Summary Total					643.50			
			PV	127064	001	00999	8/15/2024	0342955	35,012.50			
				Summary Total					35,012.50			
			PV	127065	001	00999	8/15/2024	0342957	745.00			
				Summary Total					745.00			
			PV	127076	001	00999	8/15/2024	0342956	2,551.50			
				Summary Total					2,551.50			
			PV	127077	001	00999	8/15/2024	0342960	2,903.50			
				Summary Total					2,903.50			
			PV	127078	001	00999	8/15/2024	0342961	5,101.00			
				Summary Total					5,101.00			
			PV	127079	001	00999	8/15/2024	0342959	10,418.00			
				Summary Total					10,418.00			
			PV	127080	001	00999	8/15/2024	0342962	3,453.00			
				Summary Total					3,453.00			

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number 3877
 Bank Account 999.1010 CASH IN BANK 00002224
 Version LOGIS004V
 Originator JMORRISON
 Payment Instrument T A/P ACH Payment
 Pay Through Date 9/11/2024

Payee		Stub	Document				Due	Invoice	Payment	Discount	Supplier	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount	Taken	Number	Name
			PV	127103	001	00999	8/15/2024	0342953	5,311.50			
				Summary Total					5,311.50			
			PV	127113	001	00999	8/15/2024	0342958	5,586.50			
				Summary Total					5,586.50			
				Payment Amount					72,925.50			
116197	CINTAS CORPORATION		PV	127033	001	00999	8/23/2024	4203044690	60.14		116197	CINTAS CORPORATI
	CINTAS CORPORATION			Summary Total					60.14			
	CINTAS LOC #4K		PV	127070	001	00999	8/22/2024	4202926614	65.18			
	P O BOX 650838			Summary Total					65.18			
	DALLAS TX 75265-0838			Payment Amount					125.32			
100134	CUTTER SALES INC		PV	127041	001	00999	8/19/2024	172455	77.50		100134	CUTTER SALES INC
	CUTTER SALES INC			Summary Total					77.50			
	8844 ZEALAND AVENUE NORTH			Payment Amount					77.50			
	BROOKLYN PARK MN 55445											
113306	DEFINITIVE TECHNOLOGY SOLUTIONS INC		PV	127029	001	00999	8/22/2024	INV278147	425.72		113306	DEFINITIVE TECHNOLOGY SOLU INC
	DEFINITIVE TECHNOLOGY SOLUTIONS INC			Summary Total					425.72			
	9401 JAMES AVENUE SOUTH SUITE 162			Payment Amount					425.72			
	BLOOMINGTON MN 55431-2549											

CITY OF RAMSEY
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 Pay Through Date 9/11/2024

Payee Number Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number Name
100144 DEHN OIL COMPANY		PV 127044 001 00999	8/20/2024	25232182	2,510.10		100144 DEHN OIL COMPANY
DEHN OIL COMPANY		Summary Total			2,510.10		
6735 141ST AVENUE NW		PV 127096 001 00999	8/26/2024	25232430	2,516.06		
RAMSEY MN 55303		Summary Total			2,516.06		
		Payment Amount			5,026.16		
100158 ECM PUBLISHERS INC		PV 127067 001 00999	8/23/2024	1012832	418.50		100158 ECM PUBLISHERS IN
ECM PUBLISHERS INC		Summary Total			418.50		
4095 COON RAPIDS BLVD	ECM	PV 127116 001 00999	8/23/2024	1012833	102.12		
COON RAPIDS MN 55433		Summary Total			102.12		
		Payment Amount			520.62		
108737 EMERGENCY AUTOMOTIVE TECHNOLOGY INC		PV 126939 001 00999	8/12/2024	DL08082421A	119.48		108737 EMERGENCY AUTOM TECHNOLOGY INC
EMERGENCY AUTOMOTIVE TECHNOLOGY INC		Summary Total			119.48		
2755 GENEVA AVE N		PV 126943 001 00999	8/16/2024	DL081524-25	3,219.80		
OAKDALE MN 55128		Summary Total			3,219.80		
		PV 126944 001 00999	8/16/2024	DL081524-24	3,428.03		
		Summary Total			3,428.03		
		PV 126945 001 00999	8/16/2024	DL08152425A	29.58		
		Summary Total			29.58		
		PV 126946 001 00999	8/21/2024	DL08152425B	1,297.46		
		Summary Total			1,297.46		
		PV 126947 001 00999	8/16/2024	DL081524-26	166.50		

CITY OF RAMSEY
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 Pay Through Date 9/11/2024

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Item Number	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
				Summary Total				166.50			
			PV	126948	001 00999	8/21/2024	DL08152424A	1,362.42			
				Summary Total				1,362.42			
			PV	127054	001 00999	8/23/2024	DL07292422A	407.00			
				Summary Total				407.00			
			PV	127055	001 00999	8/23/2024	DL07292421A	407.00			
				Summary Total				407.00			
			PV	127056	001 00999	8/23/2024	DL08152424C	432.96			
				Summary Total				432.96			
			PV	127057	001 00999	8/23/2024	DL07292420A	407.00			
				Summary Total				407.00			
			PV	127060	001 00999	8/22/2024	DL08152424B	699.49			
				Summary Total				699.49			
				Payment Amount				11,976.72			
107099	FASTENAL		PV	127048	001 00999	8/20/2024	MNTC8216877	5.99		107099	FASTENAL
	FASTENAL COMPANY			Summary Total				5.99			
	P O BOX 1286		PV	127088	001 00999	8/23/2024	MNTC8216947	34.89			
	WINONA MN 55987			Summary Total				34.89			
				Payment Amount				40.88			
100186	FRANKENSIGNS INC		PV	127061	001 00999	8/19/2024	282604	355.00		100186	FRANKENSIGNS INC
	FRANKENSIGNS			Summary Total				355.00			
	9991 GOODHUE STREET NE		PV	127062	001 00999	8/19/2024	282603	45.00			
	P O BOX 490301			Summary Total				45.00			
	BLAINE MN 55449		PV	127066	001 00999	8/19/2024	282605	250.00			

CITY OF RAMSEY
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 Pay Through Date 9/11/2024

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Name
Summary Total						250.00			
Payment Amount						650.00			
100204	GRAFIX SHOPPE		PV 127037 001 00999	8/21/2024	158943	1,080.00		100204	GRAFIX SHOPPE
Summary Total						1,080.00			
	GRAFIX SHOPPE 3225 NEIL ARMSTRONG BLVD STE 600 EAGAN MN 55121		PV 127051 001 00999	8/21/2024	158942	1,015.00			
Summary Total						1,015.00			
			PV 127091 001 00999	8/21/2024	158941	1,780.00			
Summary Total						1,780.00			
Payment Amount						3,875.00			
112564	GROUP HEALTH INC WORKSITE		PV 126933 001 00999	8/11/2024	7063145	290.00		112564	GROUP HEALTH INC WORKSITE
Summary Total						290.00			
	GROUP HEALTH INC WORKSITE M.S. # 21109A P O BOX 1309 MINNEAPOLIS MN 55440-1309					290.00			
Payment Amount						290.00			
119037	HOLSTAD & KNAAK, PLC	August 2024	PV 127112 001 00999	8/27/2024	08272024	4,150.00		119037	HOLSTAD & KNAAK,
Summary Total						4,150.00			
	HOLSTAD & KNAAK, / NORTH STAR LAW GROUP 1295 BANDANA BLVD N STE 335 ST PAUL MN 55101					4,150.00			
Payment Amount						4,150.00			
104027	INK WIZARDS INC		PV 126928 001 00999	8/20/2024	10511	177.00		104027	INK WIZARDS INC

CITY OF RAMSEY
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 Pay Through Date 9/11/2024

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
	INK WIZARDS INC 9958 HIGHWAY 10 NW ELK RIVER MN 55330								177.00			
									Summary Total			
									Payment Amount	177.00		
112475	INNOVATIVE OFFICE SOLUTIONS INNOVATIVE OFFICE SOLUTIONS LOCKBOX 131434 P O BOX 1414 MINNEAPOLIS MN 55480-1414	S27569	PV	127107	001	00999	8/23/2024	IN4620786	651.96		112475	INNOVATIVE OFFICE SOLUTIONS
									Summary Total	651.96		
									Payment Amount	651.96		
100283	MENARDS COON RAPIDS MENARDS COON RAPIDS 3045 MAIN STREET COON RAPIDS MN 55448		PV	127075	001	00999	8/23/2024	25891	19.98		100283	MENARDS COON RA
									Summary Total	19.98		
									Payment Amount	19.98		
100284	MENARDS ELK RIVER MENARDS ELK RIVER 19521 EVANS STREET NW ELK RIVER MN 55330-1077		PV	126925	001	00999	8/14/2024	815	394.03		100284	MENARDS ELK RIVE
									Summary Total	394.03		
			PV	126926	001	00999	8/17/2024	1008	30.39			
									Summary Total	30.39		
			PV	127034	001	00999	8/19/2024	1068	23.45			
									Summary Total	23.45		
			PV	127035	001	00999	8/19/2024	1092	13.24			
									Summary Total	13.24		

CITY OF RAMSEY
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 Pay Through Date 9/11/2024

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 127036 001 00999	8/20/2024	1128	125.07			
			Summary Total			125.07			
			Payment Amount			586.18			
108208	METRO PRODUCTS INC METRO PRODUCTS INC 7401 CENTRAL AVENUE NE FRIDLEY MN 55432		PV 127074 001 00999	8/21/2024	182132	138.70		108208	METRO PRODUCTS
			Summary Total			138.70			
			Payment Amount			138.70			
100341	MTI DISTRIBUTING INC MTI DISTRIBUTING INC SDS 12-1900 P O BOX 86 MINNEAPOLIS MN 55486-1900		PV 127040 001 00999	8/16/2024	1445228-00	118.51		100341	MTI DISTRIBUTING II
			Summary Total			118.51			
			Payment Amount			118.51			
113946	MUNICIPAL EMERGENCY SERVICES INC MUNICIPAL EMERGENCY SERVICES INC PO BOX 656 SOUTHBURY CT 06488		PV 126927 001 00999	8/19/2024	IN2103269	228.39		113946	MUNICIPAL EMERGE SERVICES INC
			Summary Total			228.39			
			Payment Amount			228.39			
100363	NORTHERN SANITARY SUPPLY CO		PV 126951 001 00999	8/22/2024	209573	342.14		100363	NORTHERN SANITAF SUPPLY CO

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Item Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	NORTHERN SANITARY SUPPLY CO 341 COON RAPIDS BLVD MINNEAPOLIS MN 55433								342.14			
									Summary Total			
									Payment Amount			
									342.14			
115071	NORTHLAND OCCUPATIONAL HEALTH		PV	127106	001	00999	8/22/2024	22886	50.00		115071	NORTHLAND OCCUPATIONAL HEA
	NORTHLAND OCCUPATIONAL HEALTH 7533 SUNWOOD DRIVE NW SUITE 212 RAMSEY MN 55303								Summary Total			
			PV	127108	001	00999	8/27/2024	22945	50.00			
									100.00			
									Summary Total			
									100.00			
									Payment Amount			
									150.00			
110547	NORTHWEST LIGHTING SYSTEMS CO.		PV	126952	001	00999	8/22/2024	134379	276.00		110547	NORTHWEST LIGHTI SYSTEMS CO.
	NORTHWEST LIGHTING SYSTEMS CO. 736 CRAIG AVENUE TRACY MN 56175								Summary Total			
									276.00			
									Payment Amount			
									276.00			
112824	PARKPLACE STUDIO		PV	127115	001	00999	8/26/2024	08262024	899.00		112824	PARKPLACE STUDIO
	PARKPLACE STUDIO 6093 146TH LANE NW RAMSEY MN 55303								Summary Total			
									899.00			
									Payment Amount			
									899.00			
113444	PRECISE		PV	127094	001	00999	8/26/2024	IN200-1050488	828.00		113444	PRECISE

CITY OF RAMSEY
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Payment Group Control Number 3877
 Bank Account 999.1010 CASH IN BANK 00002224
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 Pay Through Date 9/11/2024

Payee Number	Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	PRECISE 501 EAST CLIFF ROAD SUITE 100 BURNSVILLE MN 55337		Summary Total			828.00			
			Payment Amount			828.00			
107978	PREMIER COMMERCIAL PROPERTIES INC	6781 Hwy 10 Prop Mgmt	PV 127083 001 00999	8/20/2024	9611	600.00		107978	PREMIER COMMERC PROPERTIES INC
	PREMIER COMMERCIAL PROPERTIES INC 299 COON RAPIDS BLVD NW #200 COON RAPIDS MN 55433		Summary Total			600.00			
			Payment Amount			600.00			
115381	RUMRIVER ART CENTER		PV 127101 001 00999	7/10/2024	1228475	470.00		115381	RUMRIVER ART CEN
	RUMRIVER ART CENTER 2665 4TH AVENUE SUITE 102 ANOKA MN 55303		Summary Total			470.00			
			Payment Amount			470.00			
100431	SAFETY KLEEN CORPORATION		PV 127098 001 00999	8/17/2024	95063986	382.50		100431	SAFETY KLEEN CORPORATION
	SAFETY KLEEN CORPORATION PO BOX 975201 DALLAS TX 75397-5201		Summary Total			382.50			
			Payment Amount			382.50			
117483	TAFT STETTINIUS AND HOLLISTER LLP	File #M12952/00075 MLI	PV 126922 001 00999	8/16/2024	6412070	350.00		117483	TAFT STETTINIUS AN HOLLISTER LLP

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 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
	TAFT STETTINIUS AND HOLLISTER LLP					350.00			
	P O BOX 64591	File #M12952/00048	PV 126923 001 00999	8/16/2024	6412055	2,700.00			
		MLI							
	ST PAUL MN 55164-0591								
						Summary Total			
						2,700.00			
						Payment Amount			
						3,050.00			
112721	W W GOETSCH ASSOCIATES INC		PV 127052 001 00999	8/7/2024	113081	4,915.00		112721	W W GOETSCH ASSOCIATES INC
	W W GOETSCH ASSOCIATES INC					Summary Total			
	5250 WEST 74TH STREET SUITE 24					4,915.00			
	MINNEAPOLIS MN 55439-2226					Payment Amount			
						4,915.00			
						Total Amount to be Processed			
						119,987.12			
						Total Number of Payments to be Processed			
						33			

Checks - 67,569.63
 ACH - 119,987.12
 Total A/P - 187,556.75

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #24-256

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF AUGUST 22, 2024 THROUGH SEPTEMBER 4, 2024

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of August 22, 2024 through September 4, 2024 in the amount of \$788,012.95 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 August 22, 2024 through September 4, 2024, in the amount of \$788,012.95.

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 10th day of September, 2024.

Mayor

ATTEST:

City Clerk

CC Regular Session New**Meeting Date:** 09/10/2024**Primary Strategic Plan Initiative:** Not Applicable**Title:**

Adopt Resolution #24-244 Declaring Costs to be Assessed and Calling for a Public Hearing on Proposed Assessment for Past-Due Charges on Municipal Utility Bills (which may include water, sewer, street lighting, recycling, storm water charges and penalties incurred) and Current Services Rendered.

Purpose/Background:

Annually, the city certifies to the following year's property tax, any accounts receivable (either utility or invoiced) that are more than sixty days delinquent as of September 1 and not paid by November of that same year.

The number of accounts that will be receiving a delinquent notice with possible certification to property taxes totaled 1,163. There were 1,103 notices sent out in 2023.

The proposed amount to be certified for 2024 is \$609,566.06 (\$469,110.92 in 2023). A summary of current and prior years is attached under Master Certification Summary.

Municipal utility bills stay with a property when it is sold and do not follow the homeowner like gas and electric bills do.

Notification:

Utility bills are sent quarterly to all residents and commercial businesses within the city. If an account is more than 30 days past due, a follow-up collection notice stating delinquency is sent. In September, the city follows up with a letter to respective delinquent properties (more than 60 days past due on September 1) outlining the process to cure the delinquent account and to avoid certification to the following years property tax. This letter was sent on September 5.

Recommendation:

Staff recommends calling for the public hearing on September 24, 2024.

Outcome/Action:

Motion to Adopt Resolution #24-244 Declaring Costs to be Assessed and Calling for a Public Hearing on Proposed Assessment for Past-Due Charges on Municipal Utility Bills (which may include water, sewer, street lighting, recycling, storm water charges and penalties incurred) and Current Services Rendered

Attachments

Certification List 9-10-24

Master Certification Summary 9-10-24

Resolution # 24-244

Form Review**Inbox**

Brian Hagen

Form Started By: Diana Lund

Reviewed By

Katie Schmidt

Date

09/05/2024 11:14 AM

Started On: 08/20/2024 08:31 AM

Final Approval Date: 09/05/2024

Account No.	Account Name	Description	Property Address	A	Delinquent Amount	Admin Fee	Interest (6.0%)	Total Subject to Certification
734567	Property Owner	City Services	14101 ST FRANCIS BLVD NW		6,045.17	35.00	460.10	6,540.27
734949	Property Owner	City Services	7729 161ST AVE NW		4,069.00	35.00	309.69	4,413.69
735328	Property Owner	City Services	8367 BUNKER LAKE BLVD NW		3,446.10	35.00	262.28	3,743.38
733358	Property Owner	City Services	15172 WOLVERINE ST NW		3,392.98	35.00	258.24	3,686.22
728657	Property Owner	City Services	7224 170TH TRL NW		3,209.19	35.00	244.25	3,488.44
734523	Property Owner	City Services	6881 137TH AVE NW		3,202.84	35.00	243.77	3,481.61
732908	Property Owner	City Services	6841 137th Ln Nw		2,884.09	35.00	219.51	3,138.60
721010	Property Owner	City Services	7231 SUNWOOD DR NW		2,770.07	35.00	210.83	3,015.90
732563	Property Owner	City Services	5695 160TH LN NW		2,660.85	35.00	202.52	2,898.37
673670027	Property Owner	City Services	15386 KRYPTON ST NW		2,226.13	35.00	169.43	2,430.56
729538	Property Owner	City Services	14946 QUINTANA STREET		2,115.72	35.00	161.03	2,311.75
1321918	Property Owner	City Services	14880 ZUNI ST NW		2,103.00	35.00	160.06	2,298.06
727680	Property Owner	City Services	5221 147TH CIR NW		2,089.83	35.00	159.06	2,283.89
729282	Property Owner	City Services	14774 ZEOLITE ST NW		2,066.66	35.00	157.29	2,258.95
732581	Property Owner	City Services	6360 SUNFISH LAKE CT NW UNIT A		2,051.27	35.00	156.12	2,242.39
730887	Property Owner	City Services	14638-A OLIVINE TER NW		2,041.27	35.00	155.36	2,231.63
627275804	Property Owner	City Services	6900 148TH LN NW		1,900.11	35.00	144.62	2,079.73
494614209	Property Owner	City Services	6501 MCKINLEY AVE NW		1,804.80	35.00	137.36	1,977.16
640142287	Property Owner	City Services	14217 XKIMO ST NW		1,792.01	35.00	136.39	1,963.40
734609	Property Owner	City Services	15255 MARMOSSET ST NW		1,785.45	35.00	135.89	1,956.34
724274	Property Owner	City Services	5962 151ST LN NW		1,764.72	35.00	134.31	1,934.03
726326	Property Owner	City Services	9619 Hwy 10 Nw		1,759.37	35.00	133.90	1,928.27
725523	Property Owner	City Services	6991 137TH LN NW		1,745.93	35.00	132.88	1,913.81
422439531	Property Owner	City Services	7031 147TH LN NW		1,736.99	35.00	132.20	1,904.19
727457	Property Owner	City Services	13640 HEMATITE CIR NW		1,681.62	35.00	127.99	1,844.61
727353	Property Owner	City Services	15143 HELIUM ST NW		1,664.41	35.00	126.68	1,826.09
733985	Property Owner	City Services	7058 137TH AVE NW		1,660.76	35.00	126.40	1,822.16
718613	Property Owner	City Services	14635 SODIUM ST NW		1,645.26	35.00	125.22	1,805.48
724305	Property Owner	City Services	15490 XKIMO ST		1,610.78	35.00	122.60	1,768.38
719818	Property Owner	City Services	5770 162ND LN NW		1,579.51	35.00	120.22	1,734.73
492505827	Property Owner	City Services	5521 144TH AVENUE NW		1,561.98	35.00	118.88	1,715.86
733956	Property Owner	City Services	5075 XKIMO CT NW		1,560.21	35.00	118.75	1,713.96
718276	Property Owner	City Services	4965 155TH LN NW		1,537.07	35.00	116.99	1,689.06
722418	Property Owner	City Services	6821 147th Ave Nw		1,528.86	35.00	116.36	1,680.22
727415	Property Owner	City Services	14729 Krypton St Nw		1,515.86	35.00	115.37	1,666.23
425486525	Property Owner	City Services	7051 137th Ave Nw		1,496.20	35.00	113.88	1,645.08
734685	Property Owner	City Services	6932-6958 RIVERDALE DR NW		1,465.83	35.00	111.56	1,612.39
660192154	Property Owner	City Services	5260 149TH LN NW		1,415.08	35.00	107.70	1,557.78
633699046	Property Owner	City Services	15774 Neon St Nw		1,414.29	35.00	107.64	1,556.93
727822	Property Owner	City Services	15821 OSMIUM ST NW		1,410.54	35.00	107.36	1,552.90

Account No.	Account Name	Description	Property Address	A	Delinquent Amount	Admin Fee	Interest (6.0%)	Total Subject to Certification
673289656	Property Owner	City Services	5911 157TH LN NW		1,408.16	35.00	107.17	1,550.33
730624	Property Owner	City Services	7518 160TH AVENUE NW		1,394.25	35.00	106.12	1,535.37
724958	Property Owner	City Services	7135 170TH TRL NW		1,376.93	35.00	104.80	1,516.73
732360	Property Owner	City Services	15035 QUINTANA STREET NW		1,364.24	35.00	103.83	1,503.07
724926	Property Owner	City Services	14431 Iodine St		1,346.25	35.00	102.46	1,483.71
681050968	Property Owner	City Services	15311 YAKIMA ST NW		1,343.53	35.00	102.26	1,480.79
733703	Property Owner	City Services	7513 161ST AVE NW		1,340.58	35.00	102.03	1,477.61
636283628	Property Owner	City Services	15331 WACO CT NW		1,336.24	35.00	101.70	1,472.94
722700	Property Owner	City Services	15840 Osmium St Nw		1,326.13	35.00	100.93	1,462.06
414754675	Property Owner	City Services	5601 146TH AVE NW		1,310.01	35.00	99.70	1,444.71
718795	Property Owner	City Services	16718 LIMONITE ST NW		1,305.08	35.00	99.33	1,439.41
722353	Property Owner	City Services	14705 QUICKSILVER ST		1,305.08	35.00	99.33	1,439.41
925859	Property Owner	City Services	14771 FLUORINE ST NW		1,305.08	35.00	99.33	1,439.41
676758360	Property Owner	City Services	14440 QUICKSILVER ST NW		1,303.11	35.00	99.18	1,437.29
727902	Property Owner	City Services	5713 160TH LN NW		1,301.72	35.00	99.07	1,435.79
453404808	Property Owner	City Services	5811 157TH LN NW		1,301.18	35.00	99.03	1,435.21
729894	Property Owner	City Services	14233 XKIMO ST NW		1,298.24	35.00	98.81	1,432.05
383470283	Property Owner	City Services	14991 WACO ST NW		1,282.53	35.00	97.61	1,415.14
732654	Property Owner	City Services	5842 158TH AVE NW		1,279.36	35.00	97.37	1,411.73
730991	Property Owner	City Services	7381 168TH CIRCLE NW		1,273.11	35.00	96.90	1,405.01
644258397	Property Owner	City Services	14150 DYSPROSIUM ST NW		1,265.44	35.00	96.31	1,396.75
681415286	Property Owner	City Services	15200 UTE ST NW		1,265.44	35.00	96.31	1,396.75
719939	Property Owner	City Services	5710 158TH CT		1,252.76	35.00	95.35	1,383.11
731426	Property Owner	City Services	15031 SNOWY OWL STREET NW		1,241.32	35.00	94.48	1,370.80
668488991	Property Owner	City Services	5443 145TH AVE NW		1,233.95	35.00	93.92	1,362.87
734141	Property Owner	City Services	5710 145th Ct Nw		1,227.30	35.00	93.41	1,355.71
728185	Property Owner	City Services	15320 WACO CT NW		1,227.19	35.00	93.40	1,355.59
731805	Property Owner	City Services	6985 168TH LANE NW		1,221.46	35.00	92.96	1,349.42
733800	Property Owner	City Services	15250 TIGER STREET NW		1,219.76	35.00	92.84	1,347.60
721499	Property Owner	City Services	6200 145TH LN NW		1,213.95	35.00	92.39	1,341.34
386213765	Property Owner	City Services	7435 HWY 10 NW		1,213.67	35.00	92.37	1,341.04
719752	Property Owner	City Services	14721 Potassium St Nw		1,213.62	35.00	92.37	1,340.99
731537	Property Owner	City Services	15759 Neon St Nw		1,210.72	35.00	92.15	1,337.87
732053	Property Owner	City Services	6940 169th Ln Nw		1,203.15	35.00	91.57	1,329.72
728648	Property Owner	City Services	16071 SAPPHIRE ST NW		1,194.75	35.00	90.93	1,320.68
718377	Property Owner	City Services	14777 XKIMO ST NW		1,186.68	35.00	90.32	1,312.00
729294	Property Owner	City Services	15240 Germanium St Nw		1,164.88	35.00	88.66	1,288.54
732026	Property Owner	City Services	16714 LIMONITE ST NW		1,156.45	35.00	88.02	1,279.47
731440	Property Owner	City Services	5545 144TH AVENUE NW		1,153.33	35.00	87.78	1,276.11
675624428	Property Owner	City Services	6855 148TH LN NW		1,143.11	35.00	87.00	1,265.11

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734613	Property Owner	City Services	8642 145TH LN NW		1,134.41	35.00	86.34	1,255.75
733960	Property Owner	City Services	6031 144TH LN NW		1,128.63	35.00	85.90	1,249.53
732198	Property Owner	City Services	6240 141ST LN NW		1,127.44	35.00	85.81	1,248.25
723875	Property Owner	City Services	7221 167TH TER NW		1,122.76	35.00	85.45	1,243.21
674033735	Property Owner	City Services	6220 152ND AVE NW		1,113.71	35.00	84.76	1,233.47
733863	Property Owner	City Services	15242 TIGER STREET NW		1,103.73	35.00	84.00	1,222.73
729338	Property Owner	City Services	7674 147TH LN NW		1,095.89	35.00	83.41	1,214.30
724349	Property Owner	City Services	14361 POTASSIUM ST NW		1,092.71	35.00	83.17	1,210.88
725736	Property Owner	City Services	14750 POTASSIUM ST NW		1,088.70	35.00	82.86	1,206.56
728958	Property Owner	City Services	6097 146TH AVE NW		1,083.20	35.00	82.44	1,200.64
734541	Property Owner	City Services	6139 157th Ln Nw		1,082.92	35.00	82.42	1,200.34
735397	Property Owner	City Services	8784 149TH AVENUE NW		1,076.90	35.00	81.96	1,193.86
723526	Property Owner	City Services	6891 170TH AVE NW		1,076.38	35.00	81.92	1,193.30
731256	Property Owner	City Services	14190 VANADIUM ST NW		1,076.31	35.00	81.92	1,193.23
726878	Property Owner	City Services	7017 168TH AVE NW		1,070.71	35.00	81.49	1,187.20
720353	Property Owner	City Services	5960 144TH CIR NW		1,064.81	35.00	81.04	1,180.85
728027	Property Owner	City Services	14624 IODINE CT NW		1,059.21	35.00	80.62	1,174.83
624617034	Property Owner	City Services	6261 142nd Ln Nw		1,057.36	35.00	80.48	1,172.84
718685	Property Owner	City Services	16710 LIMONITE ST NW		1,056.51	35.00	80.41	1,171.92
724180	Property Owner	City Services	15423 IODINE ST NW		1,049.82	35.00	79.90	1,164.72
733052	Property Owner	City Services	15208 SNOWY OWL STREET NW		1,047.18	35.00	79.70	1,161.88
728580	Property Owner	City Services	5815 158TH AVE NW		1,044.61	35.00	79.50	1,159.11
734155	Property Owner	City Services	15255 TIGER STREET NW		1,042.12	35.00	79.32	1,156.44
733607	Property Owner	City Services	5839 141ST LN NW		1,036.80	35.00	78.91	1,150.71
733097	Property Owner	City Services	6168 146th Ave Nw		1,034.52	35.00	78.74	1,148.26
734123	Property Owner	City Services	14782 ZEOLITE ST NW		1,030.93	35.00	78.46	1,144.39
718401	Property Owner	City Services	7070 148th Ave Nw		1,024.69	35.00	77.99	1,137.68
705353699	Property Owner	City Services	14211 VANADIUM ST NW		1,024.28	35.00	77.96	1,137.24
733070	Property Owner	City Services	6230 141ST LN NW		1,020.19	35.00	77.65	1,132.84
731133	Property Owner	City Services	16317 LITHIUM ST NW		1,019.57	35.00	77.60	1,132.17
734796	Property Owner	City Services	8670 145TH LN NW		1,019.25	35.00	77.57	1,131.82
727084	Property Owner	City Services	5407 149TH LN NW		1,018.32	35.00	77.50	1,130.82
720477	Property Owner	City Services	7804 149TH AVE NW		1,012.97	35.00	77.10	1,125.07
732717	Property Owner	City Services	14835 Peridot St Nw		1,011.78	35.00	77.01	1,123.79
734604	Property Owner	City Services	7720 147TH LANE NW		1,009.52	35.00	76.83	1,121.35
734620	Property Owner	City Services	8442 152ND LN NW		1,002.32	35.00	76.29	1,113.61
733304	Property Owner	City Services	15164 QUINTANA COURT NW		1,000.45	35.00	76.14	1,111.59
728207	Property Owner	City Services	15795 OSMIUM ST NW		999.68	35.00	76.09	1,110.77
718932	Property Owner	City Services	14689 SODIUM ST NW		995.19	35.00	75.74	1,105.93
732513	Property Owner	City Services	14940 XKIMO ST NW		994.96	35.00	75.73	1,105.69

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720416	Property Owner	City Services	5821 Sunwood Dr Nw		991.31	35.00	75.45	1,101.76
721259	Property Owner	City Services	7050 137th Ave Nw		986.59	35.00	75.09	1,096.68
733508	Property Owner	City Services	15481 YAKIMA CT		986.50	35.00	75.08	1,096.58
723870	Property Owner	City Services	15404 GERMANIUM ST NW		981.49	35.00	74.70	1,091.19
719238	Property Owner	City Services	7266 149TH AVE NW		978.35	35.00	74.46	1,087.81
728633	Property Owner	City Services	14690 HEMATITE ST NW		977.12	35.00	74.37	1,086.49
650057931	Property Owner	City Services	15816 Neon St Nw		977.01	35.00	74.36	1,086.37
719797	Property Owner	City Services	6981 137TH LN NW		974.64	35.00	74.18	1,083.82
727920	Property Owner	City Services	14760 ARGON ST NW		970.64	35.00	73.88	1,079.52
718562	Property Owner	City Services	6174 146th Ave Nw		968.73	35.00	73.73	1,077.46
730905	Property Owner	City Services	14983 SNOWY OWL STREET NW		961.55	35.00	73.18	1,069.73
732244	Property Owner	City Services	15985 SAPPHIRE ST NW		961.05	35.00	73.15	1,069.20
730029	Property Owner	City Services	14666 SODIUM ST NW		956.84	35.00	72.82	1,064.66
726216	Property Owner	City Services	5930 146TH AVE NW		952.09	35.00	72.46	1,059.55
730485	Property Owner	City Services	14200 WACO ST NW		951.30	35.00	72.40	1,058.70
731112	Property Owner	City Services	4895 155TH LN NW		949.34	35.00	72.25	1,056.59
701128448	Property Owner	City Services	15290 URANIUM ST NW		947.80	35.00	72.14	1,054.94
718302	Property Owner	City Services	15396 VANADIUM ST NW		945.49	35.00	71.96	1,052.45
703426665	Property Owner	City Services	15291 URANIUM ST NW		937.46	35.00	71.35	1,043.81
729831	Property Owner	City Services	14180 VANADIUM ST NW		935.27	35.00	71.18	1,041.45
728605	Property Owner	City Services	14361 Tungsten Way Nw		929.87	35.00	70.77	1,035.64
731284	Property Owner	City Services	15181 BARIUM ST NW		926.59	35.00	70.52	1,032.11
624030290	Property Owner	City Services	6481 153RD WAY NW		924.88	35.00	70.39	1,030.27
732806	Property Owner	City Services	5501 146th Ave Nw		921.46	35.00	70.13	1,026.59
726033	Property Owner	City Services	14550 IODINE ST NW		920.62	35.00	70.07	1,025.69
733753	Property Owner	City Services	15166 TIGER STREET NW		918.86	35.00	69.93	1,023.79
722253	Property Owner	City Services	7881 148TH LN NW		917.64	35.00	69.84	1,022.48
718568	Property Owner	City Services	7455 163RD AVE NW		916.56	35.00	69.76	1,021.32
733002	Property Owner	City Services	14582 WACO ST NW		913.53	35.00	69.53	1,018.06
668134792	Property Owner	City Services	14412 IODINE ST NW		911.58	35.00	69.38	1,015.96
729216	Property Owner	City Services	6750 HWY 10 NW		911.11	35.00	69.34	1,015.45
620856544	Property Owner	City Services	5231 148TH AVE NW		909.27	35.00	69.20	1,013.47
734495	Property Owner	City Services	15106 HELIUM ST NW		890.52	35.00	67.78	993.30
732670	Property Owner	City Services	5787 152ND WAY NW		881.26	35.00	67.07	983.33
383621341	Property Owner	City Services	6160 144TH LN NW		881.22	35.00	67.07	983.29
720344	Property Owner	City Services	5695 154TH CT NW		880.30	35.00	67.00	982.30
723889	Property Owner	City Services	14620 NEON ST NW		878.96	35.00	66.90	980.86
729946	Property Owner	City Services	5930 143RD LN NW		876.92	35.00	66.74	978.66
640120939	Property Owner	City Services	5811 158th Ln Nw		874.68	35.00	66.57	976.25
422874913	Property Owner	City Services	15111 TONTO ST NW		870.20	35.00	66.23	971.43

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722311	Property Owner	City Services	5870 142ND AVE NW		869.61	35.00	66.19	970.80
714596885	Property Owner	City Services	14200 XENON ST UNIT 2		869.43	35.00	66.17	970.60
714055984	Property Owner	City Services	5420 144TH WAY NW UNIT 18		867.52	35.00	66.03	968.55
726677	Property Owner	City Services	5698 154TH CROSSING NW		866.48	35.00	65.95	967.43
722974	Property Owner	City Services	7850 149TH AVE NW		865.47	35.00	65.87	966.34
734858	Property Owner	City Services	14979 SNOWY OWL STREET NW		860.83	35.00	65.52	961.35
731923	Property Owner	City Services	5716 162ND CROSSING NW		860.35	35.00	65.48	960.83
721456	Property Owner	City Services	5681 146th Ave Nw		859.92	35.00	65.45	960.37
727194	Property Owner	City Services	14800 Krypton Ct Nw		859.92	35.00	65.45	960.37
734232	Property Owner	City Services	7279 146TH AVE NW		858.99	35.00	65.38	959.37
728809	Property Owner	City Services	7675 147TH TER NW		852.05	35.00	64.85	951.90
725300	Property Owner	City Services	14335 TUNGSTEN ST NW		845.88	35.00	64.38	945.26
720734	Property Owner	City Services	5679 154th Ave Nw		845.15	35.00	64.32	944.47
719145	Property Owner	City Services	15603 Iodone St Nw		841.95	35.00	64.08	941.03
704226711	Property Owner	City Services	5991 146TH AVE NW		841.59	35.00	64.05	940.64
483466061	Property Owner	City Services	14411 RADIUM ST NW		839.61	35.00	63.90	938.51
735715	Property Owner	City Services	15473 RADIUM ST NW		839.04	35.00	63.86	937.90
733506	Property Owner	City Services	15213 TIGER STREET NW		838.37	35.00	63.81	937.18
613511633	Property Owner	City Services	14751 XKIMO ST NW		835.61	35.00	63.60	934.21
722933	Property Owner	City Services	14568 WACO ST NW		834.58	35.00	63.52	933.10
733051	Property Owner	City Services	14106 ARGON ST NW		834.53	35.00	63.52	933.05
728714	Property Owner	City Services	14643 HELIUM ST NW		833.57	35.00	63.44	932.01
725134	Property Owner	City Services	14671 HELIUM ST NW		831.26	35.00	63.27	929.53
731180	Property Owner	City Services	14640 HEMATITE ST NW		830.40	35.00	63.20	928.60
730558	Property Owner	City Services	5440 144TH WAY NW UNIT 14		829.28	35.00	63.12	927.40
719427	Property Owner	City Services	5324 142ND LN NW		828.29	35.00	63.04	926.33
730625	Property Owner	City Services	14420 RADIUM ST NW		826.25	35.00	62.89	924.14
724385	Property Owner	City Services	15429 Iodine St Nw		826.16	35.00	62.88	924.04
734926	Property Owner	City Services	15881 Potassium St Nw		825.41	35.00	62.82	923.23
734046	Property Owner	City Services	14261 WOLFRAM ST NW		824.20	35.00	62.73	921.93
732221	Property Owner	City Services	15175 QUINTANA COURT NW		823.80	35.00	62.70	921.50
733043	Property Owner	City Services	14210 XENON ST NW UNIT 4		821.47	35.00	62.52	918.99
719011	Property Owner	City Services	15121 HELIUM ST NW		821.40	35.00	62.52	918.92
15601245	Property Owner	City Services	14330 TUNGSTEN ST NW		816.99	35.00	62.18	914.17
734517	Property Owner	City Services	8980 152ND LANE NW		816.79	35.00	62.17	913.96
725293	Property Owner	City Services	14264 WACO ST NW		814.73	35.00	62.01	911.74
655531873	Property Owner	City Services	14292 TUNGSTEN WAY NW		814.06	35.00	61.96	911.02
732518	Property Owner	City Services	15419 RADIUM ST NW		813.16	35.00	61.89	910.05
730610	Property Owner	City Services	6190 144TH LN NW		812.34	35.00	61.83	909.17
406276984	Property Owner	City Services	7029 HWY 10 NW		810.04	35.00	61.65	906.69

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731820	Property Owner	City Services	13915 Ironstone Ter Nw		809.74	35.00	61.63	906.37
671156957	Property Owner	City Services	14671 ARGON ST NW		809.49	35.00	61.61	906.10
723120	Property Owner	City Services	5251 149TH LN NW		804.54	35.00	61.23	900.77
710989567	Property Owner	City Services	6960 147TH AVE NW		802.40	35.00	61.07	898.47
733496	Property Owner	City Services	15398 RADIUM ST NW		801.87	35.00	61.03	897.90
12661013	Property Owner	City Services	14340 TUNGSTEN ST NW		800.04	35.00	60.89	895.93
734611	Property Owner	City Services	14452 SNOWY OWL STREET NW		799.43	35.00	60.84	895.27
733831	Property Owner	City Services	15236 TIGER STREET NW		796.39	35.00	60.61	892.00
731251	Property Owner	City Services	15023 SNOWY OWL STREET NW		795.71	35.00	60.56	891.27
733205	Property Owner	City Services	14231 Uranium St Nw		794.35	35.00	60.46	889.81
731544	Property Owner	City Services	15982 URANIMITE ST NW		793.21	35.00	60.37	888.58
492588120	Property Owner	City Services	15211 URANIUM ST NW		791.00	35.00	60.20	886.20
732094	Property Owner	City Services	15220 BARIUM ST NW		788.19	35.00	59.99	883.18
734218	Property Owner	City Services	15359 RADIUM ST NW		784.30	35.00	59.69	878.99
718887	Property Owner	City Services	7263 148TH LN NW		780.36	35.00	59.39	874.75
688986875	Property Owner	City Services	15430 RADIUM ST NW		773.89	35.00	58.90	867.79
730550	Property Owner	City Services	5970 142ND AVE NW		771.36	35.00	58.71	865.07
732703	Property Owner	City Services	15158 SNOWY OWL STREET NW		770.98	35.00	58.68	864.66
723220	Property Owner	City Services	16041 IODINE ST		770.20	35.00	58.62	863.82
732589	Property Owner	City Services	15215 QUINTANA COURT NW		769.95	35.00	58.60	863.55
733856	Property Owner	City Services	14838 WILLEMITE WAY NW		769.42	35.00	58.56	862.98
734255	Property Owner	City Services	8879 152ND LANE NW		769.42	35.00	58.56	862.98
731699	Property Owner	City Services	14700 HELIUM ST NW		768.11	35.00	58.46	861.57
664650189	Property Owner	City Services	14281 XKIMO ST NW		768.11	35.00	58.46	861.57
729689	Property Owner	City Services	5304 143RD AVE NW		767.75	35.00	58.43	861.18
488325558	Property Owner	City Services	6861 146TH CIR NW		767.02	35.00	58.38	860.40
732924	Property Owner	City Services	15305 IODINE ST NW		765.83	35.00	58.29	859.12
729149	Property Owner	City Services	14523 ARGON ST NW		764.85	35.00	58.21	858.06
732425	Property Owner	City Services	15492 IODINE STREET NW		764.85	35.00	58.21	858.06
725615	Property Owner	City Services	6910 147TH AVE NW		763.40	35.00	58.10	856.50
726171	Property Owner	City Services	13923 Ironstone Ter Nw		762.61	35.00	58.04	855.65
734804	Property Owner	City Services	14896 BISON ST NW		762.51	35.00	58.03	855.54
731205	Property Owner	City Services	14656 ARGON ST NW		761.60	35.00	57.97	854.57
730580	Property Owner	City Services	13671 Garnet St Nw		758.34	35.00	57.72	851.06
733721	Property Owner	City Services	14778 XKIMO ST NW		756.17	35.00	57.55	848.72
718590	Property Owner	City Services	5410 144TH WAY NW UNIT 20		755.08	35.00	57.47	847.55
718944	Property Owner	City Services	13881 IRONSTONE TRL NW		755.08	35.00	57.47	847.55
719231	Property Owner	City Services	5981 144TH LN NW		755.08	35.00	57.47	847.55
720602	Property Owner	City Services	5941 143RD LN NW		755.08	35.00	57.47	847.55
724786	Property Owner	City Services	14700 Fluorine St Nw		755.08	35.00	57.47	847.55

Account No.	Account Name	Description	Property Address	A	Delinquent Amount	Admin Fee	Interest (6.0%)	Total Subject to Certification
725372	Property Owner	City Services	15390 Germanium St Nw		755.08	35.00	57.47	847.55
727314	Property Owner	City Services	5535 149TH LN NW		755.08	35.00	57.47	847.55
727427	Property Owner	City Services	5441 145TH AVE NW		755.08	35.00	57.47	847.55
728253	Property Owner	City Services	13946 Ironstone Ter Nw		755.08	35.00	57.47	847.55
728603	Property Owner	City Services	7320 146TH AVE NW		755.08	35.00	57.47	847.55
728784	Property Owner	City Services	7340 146TH AVE NW		755.08	35.00	57.47	847.55
730400	Property Owner	City Services	15486 TUNGSTEN ST NW		755.08	35.00	57.47	847.55
730647	Property Owner	City Services	13899 Ironstone Trl Nw		755.08	35.00	57.47	847.55
730683	Property Owner	City Services	15435 Iodine St Nw		755.08	35.00	57.47	847.55
730952	Property Owner	City Services	14881 OLIVINE ST NW		755.08	35.00	57.47	847.55
731350	Property Owner	City Services	7235 E RAMSEY PKWY		755.08	35.00	57.47	847.55
731905	Property Owner	City Services	14400 QUICKSILVER ST NW		755.08	35.00	57.47	847.55
732007	Property Owner	City Services	14585 Olivine Ter Nw		755.08	35.00	57.47	847.55
732056	Property Owner	City Services	13919 Ironstone Ter Nw		755.08	35.00	57.47	847.55
732532	Property Owner	City Services	14800 WILLEMITE ST NW		755.08	35.00	57.47	847.55
732871	Property Owner	City Services	15484 TUNGSTEN ST NW		755.08	35.00	57.47	847.55
732958	Property Owner	City Services	14873 OLIVINE ST NW		755.08	35.00	57.47	847.55
732972	Property Owner	City Services	7266 BUNKER LAKE BLVD NW		755.08	35.00	57.47	847.55
733201	Property Owner	City Services	14191 Xenon St Nw Unit 31		755.08	35.00	57.47	847.55
733313	Property Owner	City Services	7282 BUNKER LAKE BLVD NW		755.08	35.00	57.47	847.55
733478	Property Owner	City Services	15267 Fluorine St Nw		755.08	35.00	57.47	847.55
733532	Property Owner	City Services	14629 PERIDOT ST NW		755.08	35.00	57.47	847.55
733853	Property Owner	City Services	8907 152ND LANE NW		755.08	35.00	57.47	847.55
733970	Property Owner	City Services	7291 146TH AVE NW		755.08	35.00	57.47	847.55
734511	Property Owner	City Services	15525 SODIUM WAY NW		755.08	35.00	57.47	847.55
734632	Property Owner	City Services	13930 Ironstone Ter Nw		755.08	35.00	57.47	847.55
635542758	Property Owner	City Services	7100 148th Ave Nw		755.08	35.00	57.47	847.55
704292051	Property Owner	City Services	14617 Olivine St Nw		755.08	35.00	57.47	847.55
714419068	Property Owner	City Services	14221 Xenon St Nw Unit 11		755.08	35.00	57.47	847.55
718505	Property Owner	City Services	5041 143RD LN NW		754.16	35.00	57.40	846.56
732987	Property Owner	City Services	14651 Fluorine St Nw		751.60	35.00	57.20	843.80
674477357	Property Owner	City Services	15600 XKIMO CT NW		750.55	35.00	57.12	842.67
682035500	Property Owner	City Services	14119 BARIUM ST NW		731.72	35.00	55.69	822.41
722409	Property Owner	City Services	15517 SODIUM ST		724.14	35.00	55.11	814.25
722718	Property Owner	City Services	5368 140TH CT NW		721.96	35.00	54.95	811.91
721739	Property Owner	City Services	15121 UTE ST NW		720.83	35.00	54.86	810.69
731681	Property Owner	City Services	14960 XKIMO ST NW		720.72	35.00	54.85	810.57
729649	Property Owner	City Services	6338 154TH CT NW		720.43	35.00	54.83	810.26
730494	Property Owner	City Services	5425 144th Way Nw Unit 18		719.81	35.00	54.78	809.59
726850	Property Owner	City Services	14834 YAKIMA ST NW		719.02	35.00	54.72	808.74

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726780	Property Owner	City Services	14024 DYSPROSIUM ST NW		718.70	35.00	54.70	808.40
719412	Property Owner	City Services	4990 150TH LN NW		715.44	35.00	54.45	804.89
720731	Property Owner	City Services	14220 DYSPROSIUM ST NW		715.44	35.00	54.45	804.89
726509	Property Owner	City Services	5414 142ND AVE NW		715.44	35.00	54.45	804.89
726673	Property Owner	City Services	14211 Xenon St Nw Unit 15		715.44	35.00	54.45	804.89
727461	Property Owner	City Services	5418 142ND AVE NW		715.44	35.00	54.45	804.89
727604	Property Owner	City Services	5344 142ND CIR NW		715.44	35.00	54.45	804.89
731157	Property Owner	City Services	5334 140th Ave Nw		715.44	35.00	54.45	804.89
731245	Property Owner	City Services	14157 COBALT CIR NW		715.44	35.00	54.45	804.89
612064330	Property Owner	City Services	14271 ARGON ST NW		715.44	35.00	54.45	804.89
624365442	Property Owner	City Services	5342 142ND LN NW		715.44	35.00	54.45	804.89
730250	Property Owner	City Services	14604 OLIVINE ST NW		711.74	35.00	54.17	800.91
729284	Property Owner	City Services	14270 URANIUM ST NW		710.21	35.00	54.05	799.26
726224	Property Owner	City Services	14845-59 OLIVINE ST NW		709.07	35.00	53.97	798.04
728461	Property Owner	City Services	13892 Ironstone Trl Nw		708.72	35.00	53.94	797.66
730781	Property Owner	City Services	14994 SNOWY OWL STREET NW		708.21	35.00	53.90	797.11
731795	Property Owner	City Services	13885 IRONSTONE TRL NW		694.08	35.00	52.83	781.91
724181	Property Owner	City Services	16771 MARBLE ST NW		691.80	35.00	52.65	779.45
400257680	Property Owner	City Services	6001 144TH LN NW		681.43	35.00	51.86	768.29
708036839	Property Owner	City Services	6093 146TH LN NW		677.39	35.00	51.56	763.95
732569	Property Owner	City Services	14128 ARGON ST NW		676.89	35.00	51.52	763.41
679938193	Property Owner	City Services	5751 145th Ct Nw		670.96	35.00	51.07	757.03
732691	Property Owner	City Services	15881 PERIDOT STREET NW		667.18	35.00	50.78	752.96
734907	Property Owner	City Services	14700 Armstrong Blvd Nw		666.35	35.00	50.72	752.07
734849	Property Owner	City Services	8455 152ND LANE NW		662.49	35.00	50.42	747.91
711509856	Property Owner	City Services	6900 170th Ave Nw		659.25	35.00	50.18	744.43
726011	Property Owner	City Services	14240 URANIUM ST NW		658.55	35.00	50.12	743.67
730035	Property Owner	City Services	15585 Krypton St Nw		655.61	35.00	49.90	740.51
730711	Property Owner	City Services	7362 159TH AVE NW		648.43	35.00	49.35	732.78
727192	Property Owner	City Services	15241 KRYPTON TER NW		644.73	35.00	49.07	728.80
727028	Property Owner	City Services	7051 147TH LN NW		644.00	35.00	49.01	728.01
734548	Property Owner	City Services	6897 139TH LN NW 102		631.25	35.00	48.04	714.29
734217	Property Owner	City Services	8788 151ST AVENUE NW		630.85	35.00	48.01	713.86
721099	Property Owner	City Services	15210 Germanium St Nw		629.98	35.00	47.95	712.93
725265	Property Owner	City Services	15564 IODINE ST NW		623.85	35.00	47.48	706.33
725247	Property Owner	City Services	6981 169TH LN NW		619.35	35.00	47.14	701.49
726447	Property Owner	City Services	13895 Ironstone Trl Nw		618.73	35.00	47.09	700.82
731542	Property Owner	City Services	7335 146TH CROSSING NW		618.73	35.00	47.09	700.82
728947	Property Owner	City Services	14183 NEON ST NW		616.77	35.00	46.94	698.71
728654	Property Owner	City Services	5430 144TH WAY NW UNIT 18		615.69	35.00	46.86	697.55

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719881	Property Owner	City Services	14866 OLIVINE ST NW		610.98	35.00	46.50	692.48
728041	Property Owner	City Services	14177 NEON ST NW		605.08	35.00	46.05	686.13
733252	Property Owner	City Services	5425 144TH WAY NW UNIT 12		605.08	35.00	46.05	686.13
729991	Property Owner	City Services	8642 149TH COURT NW		604.87	35.00	46.04	685.91
734566	Property Owner	City Services	7962 SUNWOOD DR NW STE 700		602.14	35.00	45.83	682.97
728593	Property Owner	City Services	14304 WACO ST NW		597.51	35.00	45.48	677.99
733661	Property Owner	City Services	5575 153rd Ct Nw		596.83	35.00	45.42	677.25
732508	Property Owner	City Services	6071 144TH LN NW		595.65	35.00	45.33	675.98
734651	Property Owner	City Services	7271 146TH AVE NW		595.08	35.00	45.29	675.37
720808	Property Owner	City Services	5617 154th Ln Nw		586.84	35.00	44.66	666.50
731026	Property Owner	City Services	15079 HELIUM ST NW		586.05	35.00	44.60	665.65
729208	Property Owner	City Services	15582 XKIMO CT NW		579.83	35.00	44.13	658.96
728558	Property Owner	City Services	5430 144TH WAY NW UNIT 14		579.53	35.00	44.11	658.64
732878	Property Owner	City Services	15227 Fluorine St Nw		579.31	35.00	44.09	658.40
674018518	Property Owner	City Services	15539 Iodine Ct Nw		570.67	35.00	43.43	649.10
674644633	Property Owner	City Services	5425 152ND AVE NW		569.78	35.00	43.37	648.15
619942281	Property Owner	City Services	5021 143RD LN NW		567.24	35.00	43.17	645.41
734179	Property Owner	City Services	15439 TUNGSTEN WAY		560.99	35.00	42.70	638.69
727539	Property Owner	City Services	5450 144TH WAY NW UNIT 18		556.62	35.00	42.36	633.98
730722	Property Owner	City Services	14280 XENON ST NW		555.85	35.00	42.31	633.16
730424	Property Owner	City Services	14941 SNOWY OWL STREET NW		554.04	35.00	42.17	631.21
733830	Property Owner	City Services	15271 GERMANIUM ST NW		550.40	35.00	41.89	627.29
730677	Property Owner	City Services	5489 BUNKER LAKE BLVD NW		549.58	35.00	41.83	626.41
732277	Property Owner	City Services	5295 142ND LN NW		549.58	35.00	41.83	626.41
721662	Property Owner	City Services	14860 OLIVINE ST NW		549.44	35.00	41.82	626.26
735033	Property Owner	City Services	7267 146TH AVE NW		543.39	35.00	41.36	619.75
731815	Property Owner	City Services	7503 159TH AVENUE NW		539.32	35.00	41.05	615.37
733173	Property Owner	City Services	7270 BUNKER LAKE BLVD NW		538.16	35.00	40.96	614.12
725448	Property Owner	City Services	4991 150TH LN NW		537.15	35.00	40.88	613.03
719178	Property Owner	City Services	14888 PERIDOT ST NW		535.07	35.00	40.72	610.79
383361	Property Owner	City Services	14715 HELIUM ST NW		533.35	35.00	40.59	608.94
726805	Property Owner	City Services	5385 140TH AVE NW		531.16	35.00	40.43	606.59
732548	Property Owner	City Services	5477 BUNKER LAKE BLVD NW		526.66	35.00	40.08	601.74
728159	Property Owner	City Services	6001 167th Ave Nw		509.93	35.00	38.81	583.74
731650	Property Owner	City Services	6193 147th Ave Nw		503.10	35.00	38.29	576.39
730537	Property Owner	City Services	6941 147TH AVE NW		500.00	35.00	38.05	573.05
483574031	Property Owner	City Services	15360 Krypton St Nw		496.82	35.00	37.81	569.63
729353	Property Owner	City Services	6701 153RD CT NW		490.64	35.00	37.34	562.98
732857	Property Owner	City Services	15526 Iodine St Nw		489.19	35.00	37.23	561.42
734305	Property Owner	City Services	8227 BUNKER LAKE BLVD NW		488.79	35.00	37.20	560.99

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720120	Property Owner	City Services	6459 144TH AVE NW STE B		487.91	35.00	37.13	560.04
722177	Property Owner	City Services	5641 146th Ave Nw		486.64	35.00	37.04	558.68
718888	Property Owner	City Services	14842 OLIVINE ST NW		483.14	35.00	36.77	554.91
730026	Property Owner	City Services	7080 137TH AVE NW		481.63	35.00	36.66	553.29
730954	Property Owner	City Services	5561 148TH LN NW		468.53	35.00	35.66	539.19
728927	Property Owner	City Services	16174 IODINE ST NW		463.36	35.00	35.27	533.63
734638	Property Owner	City Services	14683 SODIUM ST NW		461.79	35.00	35.15	531.94
735001	Property Owner	City Services	14980 Fluorine St Nw		458.76	35.00	34.92	528.68
725135	Property Owner	City Services	14101 DYSPROSIUM ST NW		455.19	35.00	34.64	524.83
732364	Property Owner	City Services	14183 ARGON ST NW		453.44	35.00	34.51	522.95
721979	Property Owner	City Services	14721 ARGON ST NW		453.43	35.00	34.51	522.94
668342642	Property Owner	City Services	6890 147TH AVE NW		452.70	35.00	34.45	522.15
730256	Property Owner	City Services	14610 WACO ST NW		448.94	35.00	34.17	518.11
725699	Property Owner	City Services	16904 Feldspar St Nw		447.27	35.00	34.04	516.31
723066	Property Owner	City Services	16206 SAPPHIRE ST NW		439.24	35.00	33.43	507.67
734765	Property Owner	City Services	14797 OLIVINE ST NW		438.90	35.00	33.40	507.30
732945	Property Owner	City Services	6640 153RD CT NW		438.11	35.00	33.34	506.45
731050	Property Owner	City Services	14263 ARGON ST NW		437.64	35.00	33.31	505.95
611256431	Property Owner	City Services	14742 Krypton Ct Nw		436.06	35.00	33.19	504.25
734749	Property Owner	City Services	8994 152ND LANE NW		429.98	35.00	32.73	497.71
731733	Property Owner	City Services	8758 149TH AVENUE NW		427.85	35.00	32.56	495.41
728359	Property Owner	City Services	5419 145th Ave Nw		425.78	35.00	32.41	493.19
668157771	Property Owner	City Services	5178 148TH AVE NW		425.78	35.00	32.41	493.19
616598	Property Owner	City Services	14143 ARGON ST NW		424.56	35.00	32.31	491.87
723757	Property Owner	City Services	15469 RADIUM ST NW		423.41	35.00	32.23	490.64
730022	Property Owner	City Services	5401 145th Ave Nw		420.72	35.00	32.02	487.74
731454	Property Owner	City Services	5980 145TH LN NW		419.19	35.00	31.90	486.09
731534	Property Owner	City Services	8742 149TH AVENUE NW		415.71	35.00	31.64	482.35
682682655	Property Owner	City Services	5901 157TH LN NW		414.91	35.00	31.58	481.49
729128	Property Owner	City Services	15290 SODIUM ST NW		412.30	35.00	31.38	478.68
731914	Property Owner	City Services	14521 JUNKITE ST NW		407.93	35.00	31.05	473.98
721957	Property Owner	City Services	5698 152ND WAY NW		407.70	35.00	31.03	473.73
725452	Property Owner	City Services	14591 Olivine Ter Nw		407.29	35.00	31.00	473.29
726428	Property Owner	City Services	5660 148TH LN NW		405.95	35.00	30.90	471.85
729235	Property Owner	City Services	14561 Helium Ct Nw		403.30	35.00	30.69	468.99
722883	Property Owner	City Services	15232 HELIUM ST NW		398.80	35.00	30.35	464.15
614755957	Property Owner	City Services	7600 163RD LANE NW		397.60	35.00	30.26	462.86
733586	Property Owner	City Services	15233 TIGER STREET NW		396.45	35.00	30.17	461.62
725944	Property Owner	City Services	7008 168TH LN NW		394.01	35.00	29.99	459.00
728280	Property Owner	City Services	15376 VANADIUM ST NW		394.01	35.00	29.99	459.00

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734222	Property Owner	City Services	14190 Xenon St Nw Unit 2		394.01	35.00	29.99	459.00
718332	Property Owner	City Services	5420 144TH WAY NW UNIT 16		390.43	35.00	29.72	455.15
718951	Property Owner	City Services	7081 147TH LN NW		390.43	35.00	29.72	455.15
720924	Property Owner	City Services	15310 XKIMO ST NW		390.43	35.00	29.72	455.15
726114	Property Owner	City Services	15463 Iodine St Nw Unit South		390.43	35.00	29.72	455.15
727357	Property Owner	City Services	6150 145TH LN NW		390.43	35.00	29.72	455.15
727568	Property Owner	City Services	5860 141ST LN NW		390.43	35.00	29.72	455.15
728272	Property Owner	City Services	15492 TUNGSTEN ST NW		390.43	35.00	29.72	455.15
731786	Property Owner	City Services	14617 RHINESTONE ST NW		390.43	35.00	29.72	455.15
731803	Property Owner	City Services	14597 Olivine St Nw		390.43	35.00	29.72	455.15
731980	Property Owner	City Services	14963 QUINTANA STREET NW		390.43	35.00	29.72	455.15
732571	Property Owner	City Services	15547 SODIUM WAY NW		390.43	35.00	29.72	455.15
732622	Property Owner	City Services	15209 QUINTANA COURT NW		390.43	35.00	29.72	455.15
733300	Property Owner	City Services	14804 WILLEMITE ST NW		390.43	35.00	29.72	455.15
733832	Property Owner	City Services	8663 152ND AVENUE NW		390.43	35.00	29.72	455.15
734350	Property Owner	City Services	15265 Fluorine St Nw		390.43	35.00	29.72	455.15
734375	Property Owner	City Services	15381 Germanium St Nw		390.43	35.00	29.72	455.15
734893	Property Owner	City Services	14859 OLIVINE ST NW		390.43	35.00	29.72	455.15
734928	Property Owner	City Services	14362 TUNGSTEN WAY NW		390.43	35.00	29.72	455.15
734996	Property Owner	City Services	5438 145th Ave Nw		390.43	35.00	29.72	455.15
487939989	Property Owner	City Services	15480 YAKIMA CT NW		390.43	35.00	29.72	455.15
733454	Property Owner	City Services	15240 SNOWY OWL STREET NW		385.86	35.00	29.37	450.23
681258856	Property Owner	City Services	14771 ERKIUM ST NW		382.82	35.00	29.14	446.96
735213	Property Owner	City Services	7289 146TH AVE NW		374.71	35.00	28.52	438.23
728083	Property Owner	City Services	14201 Xenon St Nw Unit 23		371.30	35.00	28.26	434.56
735195	Property Owner	City Services	14606 SNOWY OWL STREET NW		371.26	35.00	28.26	434.52
720912	Property Owner	City Services	14184 BARIUM ST NW		370.61	35.00	28.21	433.82
724911	Property Owner	City Services	5388 141ST AVE NW		370.61	35.00	28.21	433.82
726750	Property Owner	City Services	14667 WACO ST NW		370.61	35.00	28.21	433.82
644937894	Property Owner	City Services	5961 144TH CIR NW		366.37	35.00	27.88	429.25
729283	Property Owner	City Services	7303 E RAMSEY PKWY		365.65	35.00	27.83	428.48
723064	Property Owner	City Services	14971 WACO ST NW		365.31	35.00	27.80	428.11
721419	Property Owner	City Services	6992 139TH LN NW		361.60	35.00	27.52	424.12
723112	Property Owner	City Services	5775 152ND WAY NW		361.60	35.00	27.52	424.12
735211	Property Owner	City Services	7000 139th Ln Nw		356.79	35.00	27.16	418.95
733206	Property Owner	City Services	7131 166TH AVE NW		352.72	35.00	26.85	414.57
735313	Property Owner	City Services	8518 152ND LANE NW		346.79	35.00	26.39	408.18
735012	Property Owner	City Services	5440 145TH AVE NW		341.73	35.00	26.01	402.74
727071	Property Owner	City Services	14150 MAGNESIUM ST NW		336.51	35.00	25.61	397.12
718271	Property Owner	City Services	14836 Olivine St Nw		335.89	35.00	25.56	396.45

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730107	Property Owner	City Services	15478 TUNGSTEN ST NW		330.85	35.00	25.18	391.03
735364	Property Owner	City Services	15526 Iodine St Nw		325.75	35.00	24.79	385.54
495635343	Property Owner	City Services	14168 ARGON ST NW		324.63	35.00	24.71	384.34
730212	Property Owner	City Services	15466 IODINE TERRACE NW		321.40	35.00	24.46	380.86
457330449	Property Owner	City Services	6441 140TH CT NW		320.67	35.00	24.41	380.08
733898	Property Owner	City Services	14630 FLUORINE ST NW		318.73	35.00	24.26	377.99
732955	Property Owner	City Services	6230 MCKINLEY ST NW STE C		314.05	35.00	23.90	372.95
732544	Property Owner	City Services	15171 SNOWY OWL STREET NW		297.60	35.00	22.65	355.25
721266	Property Owner	City Services	14412 TUNGSTEN WAY NW		287.00	35.00	21.84	343.84
726269	Property Owner	City Services	7801 148TH LN NW		286.42	35.00	21.80	343.22
735203	Property Owner	City Services	14290 SUNFISH LAKE BLVD NW SUITE E		285.26	35.00	21.71	341.97
729525	Property Owner	City Services	6200 142ND LN NW		281.60	35.00	21.43	338.03
731562	Property Owner	City Services	15789 Osmium St Nw		278.00	35.00	21.16	334.16
730083	Property Owner	City Services	7354 146TH AVE NW		275.69	35.00	20.98	331.67
729975	Property Owner	City Services	16054 SAPPHERE ST NW		274.09	35.00	20.86	329.95
735264	Property Owner	City Services	5231 147TH CIR NW		274.01	35.00	20.85	329.86
732334	Property Owner	City Services	15032 QUINTANA STREET NW		269.35	35.00	20.50	324.85
383597330	Property Owner	City Services	6090 145TH LN NW		264.66	35.00	20.14	319.80
732089	Property Owner	City Services	14060 GERMANIUM ST NW		264.35	35.00	20.12	319.47
734967	Property Owner	City Services	14905 Willemite St Nw		264.20	35.00	20.11	319.31
719785	Property Owner	City Services	7651 147TH TER NW		258.09	35.00	19.64	312.73
713981296	Property Owner	City Services	15294 Tungsten St		255.08	35.00	19.41	309.49
710272182	Property Owner	City Services	14445 AZURITE ST NW		254.83	35.00	19.40	309.23
642717915	Property Owner	City Services	5970 144TH LN NW		252.01	35.00	19.18	306.19
723637	Property Owner	City Services	15245 GERMANIUM CIR NW		251.55	35.00	19.15	305.70
734581	Property Owner	City Services	7547 147TH LN NW		250.02	35.00	19.03	304.05
728770	Property Owner	City Services	13942 Ironstone Ter Nw		241.87	35.00	18.41	295.28
735066	Property Owner	City Services	6820 159th Ave Nw		238.90	35.00	18.18	292.08
735102	Property Owner	City Services	5011 179th Ln Nw		236.96	35.00	18.03	289.99
735480	Property Owner	City Services	6441 140TH CT NW		235.94	35.00	17.96	288.90
733580	Property Owner	City Services	15153 WOLVERINE ST NW		228.32	35.00	17.38	280.70
732075	Property Owner	City Services	16879 MARBLE ST NW		228.21	35.00	17.37	280.58
734887	Property Owner	City Services	16139 URANIMITE ST		227.89	35.00	17.34	280.23
696153358	Property Owner	City Services	4990 155TH LN		225.84	35.00	17.19	278.03
730292	Property Owner	City Services	15025 RABBIT ST NW		224.13	35.00	17.06	276.19
458263652	Property Owner	City Services	14532 Krypton St Nw		224.13	35.00	17.06	276.19
676319625	Property Owner	City Services	14183 BARIUM ST NW		219.01	35.00	16.67	270.68
718642	Property Owner	City Services	5703 152ND WAY NW		218.73	35.00	16.65	270.38
734503	Property Owner	City Services	8843 152ND LANE NW		218.73	35.00	16.65	270.38
731306	Property Owner	City Services	5940 143RD LN NW		218.32	35.00	16.62	269.94

Account No.	Account Name	Description	Property Address	A	Delinquent Amount	Admin Fee	Interest (6.0%)	Total Subject to Certification
734588	Property Owner	City Services	5356 142ND CIR NW		217.98	35.00	16.59	269.57
722221	Property Owner	City Services	6480 153RD WAY NW		217.70	35.00	16.57	269.27
721320	Property Owner	City Services	13934 Ironstone Ter Nw		217.43	35.00	16.55	268.98
735161	Property Owner	City Services	5636 154TH LANE NW		216.60	35.00	16.49	268.09
686995691	Property Owner	City Services	15437 SODIUM ST		215.72	35.00	16.42	267.14
731295	Property Owner	City Services	14967 TIGER ST NW		214.70	35.00	16.34	266.04
734867	Property Owner	City Services	7029 167TH LN NW		214.09	35.00	16.29	265.38
733389	Property Owner	City Services	15137 TIGER STREET NW		212.84	35.00	16.20	264.04
734311	Property Owner	City Services	15025 TIGER ST NW		212.84	35.00	16.20	264.04
726070	Property Owner	City Services	6903 170TH TRL NW		210.91	35.00	16.05	261.96
726162	Property Owner	City Services	14602 QUICKSILVER ST NW		209.95	35.00	15.98	260.93
729311	Property Owner	City Services	16807 OLIVINE ST NW		209.95	35.00	15.98	260.93
729691	Property Owner	City Services	5420 144TH WAY NW UNIT 24		209.95	35.00	15.98	260.93
719510	Property Owner	City Services	6438 RIVERDALE DR		209.61	35.00	15.95	260.56
727411	Property Owner	City Services	5775 162ND CROSSING NW		209.08	35.00	15.91	259.99
730836	Property Owner	City Services	15972 URANIMITE ST NW		209.08	35.00	15.91	259.99
733548	Property Owner	City Services	5660 146TH CIR NW		209.08	35.00	15.91	259.99
687949106	Property Owner	City Services	5435 144TH WAY NW UNIT 26		208.90	35.00	15.90	259.80
731877	Property Owner	City Services	14546 KRYPTON ST NW		205.32	35.00	15.63	255.95
734879	Property Owner	City Services	8498 152ND LANE NW		205.32	35.00	15.63	255.95
732472	Property Owner	City Services	5370 140th Ave Nw		205.08	35.00	15.61	255.69
733284	Property Owner	City Services	6010 143RD LN NW		204.00	35.00	15.53	254.53
733453	Property Owner	City Services	8698 149TH CURVE NW		201.80	35.00	15.36	252.16
718306	Property Owner	City Services	5748 162ND CROSSING NW		201.55	35.00	15.34	251.89
718559	Property Owner	City Services	5971 144TH LN NW		201.55	35.00	15.34	251.89
721155	Property Owner	City Services	15370 YAKIMA ST NW		201.55	35.00	15.34	251.89
722492	Property Owner	City Services	15231 HELIUM ST NW		201.55	35.00	15.34	251.89
722896	Property Owner	City Services	6871 147TH AVE NW		201.55	35.00	15.34	251.89
723918	Property Owner	City Services	17056 GARNET ST NW		201.55	35.00	15.34	251.89
724244	Property Owner	City Services	7338 148TH LN NW		201.55	35.00	15.34	251.89
724582	Property Owner	City Services	16289 LITHIUM ST NW		201.55	35.00	15.34	251.89
725003	Property Owner	City Services	7200 170TH TRL NW		201.55	35.00	15.34	251.89
726135	Property Owner	City Services	16265 JUNKITE ST		201.55	35.00	15.34	251.89
726989	Property Owner	City Services	6468 RIVERDALE DR NW		201.55	35.00	15.34	251.89
728174	Property Owner	City Services	14635 Olivine St Nw		201.55	35.00	15.34	251.89
728209	Property Owner	City Services	15565 XKIMO CT NW		201.55	35.00	15.34	251.89
728759	Property Owner	City Services	15340 WACO CT NW		201.55	35.00	15.34	251.89
729694	Property Owner	City Services	15404 RADIUM ST NW		201.55	35.00	15.34	251.89
729794	Property Owner	City Services	5668 152ND LN NW		201.55	35.00	15.34	251.89
730289	Property Owner	City Services	14684 HELIUM ST NW		201.55	35.00	15.34	251.89

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731288	Property Owner	City Services	5871 Sunwood Dr Nw		201.55	35.00	15.34	251.89
731342	Property Owner	City Services	5646 154TH CV NW		201.55	35.00	15.34	251.89
731347	Property Owner	City Services	5200 149TH LN NW		201.55	35.00	15.34	251.89
731408	Property Owner	City Services	5635 154th Ct		201.55	35.00	15.34	251.89
731682	Property Owner	City Services	14434 Iodine St Nw		201.55	35.00	15.34	251.89
732348	Property Owner	City Services	15150 SNOWY OWL STREET NW		201.55	35.00	15.34	251.89
732400	Property Owner	City Services	15183 QUINTANA COURT NW		201.55	35.00	15.34	251.89
732426	Property Owner	City Services	7772 149TH AVE NW		201.55	35.00	15.34	251.89
732579	Property Owner	City Services	13671 Hematite Cir Nw		201.55	35.00	15.34	251.89
732935	Property Owner	City Services	7289 E RAMSEY PKWY		201.55	35.00	15.34	251.89
733137	Property Owner	City Services	14621 POTASSIUM ST NW		201.55	35.00	15.34	251.89
733424	Property Owner	City Services	8719 152ND AVE NW		201.55	35.00	15.34	251.89
733599	Property Owner	City Services	15136 WOLVERINE ST NW		201.55	35.00	15.34	251.89
734143	Property Owner	City Services	5655 149TH LN NW		201.55	35.00	15.34	251.89
734167	Property Owner	City Services	15252 FLUORINE ST NW		201.55	35.00	15.34	251.89
734364	Property Owner	City Services	7654 147TH LN NW		201.55	35.00	15.34	251.89
734764	Property Owner	City Services	14605 SNOWY OWL STREET NW		201.55	35.00	15.34	251.89
734885	Property Owner	City Services	5633 154th Ln Nw		201.55	35.00	15.34	251.89
734899	Property Owner	City Services	8020 149TH CROSSING NW		201.55	35.00	15.34	251.89
734961	Property Owner	City Services	14393 QUINTANA STREET NW		201.55	35.00	15.34	251.89
735501	Property Owner	City Services	7396 159TH AVE NW		201.55	35.00	15.34	251.89
1236977	Property Owner	City Services	5550 149TH LN NW		201.55	35.00	15.34	251.89
19811199	Property Owner	City Services	14188 NEON ST NW		201.55	35.00	15.34	251.89
485449025	Property Owner	City Services	6841 146TH CIR NW		201.55	35.00	15.34	251.89
618202839	Property Owner	City Services	5232 148TH AVE NW		201.55	35.00	15.34	251.89
648528080	Property Owner	City Services	5511 150TH LN NW		201.55	35.00	15.34	251.89
654451299	Property Owner	City Services	6460 153RD WAY NW		201.55	35.00	15.34	251.89
734396	Property Owner	City Services	14678 SNOWY OWL STREET NW		201.35	35.00	15.32	251.67
732106	Property Owner	City Services	15403 Germanium St Nw		200.32	35.00	15.25	250.57
728480	Property Owner	City Services	14230 Xenon St Nw Unit 2		200.00	35.00	15.22	250.22
730382	Property Owner	City Services	7540 162ND AVE NW		200.00	35.00	15.22	250.22
735110	Property Owner	City Services	15392 RADIUM ST NW		200.00	35.00	15.22	250.22
731773	Property Owner	City Services	15251 URANIUM ST NW		198.15	35.00	15.08	248.23
721372	Property Owner	City Services	6322 Riverdale Dr Nw		191.64	35.00	14.59	241.23
728523	Property Owner	City Services	14044 DYSPROSIUM ST NW		191.64	35.00	14.59	241.23
729518	Property Owner	City Services	14043 DYSPROSIUM ST NW		191.64	35.00	14.59	241.23
731874	Property Owner	City Services	14873 YAKIMA ST NW		191.64	35.00	14.59	241.23
732395	Property Owner	City Services	6149 RIVLYN AVE NW		190.43	35.00	14.49	239.92
728719	Property Owner	City Services	5590 150th Ln Nw		189.29	35.00	14.41	238.70
722205	Property Owner	City Services	15471 YAKIMA ST NW		184.69	35.00	14.06	233.75

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734809	Property Owner	City Services	14701 GERMANIUM ST NW		183.23	35.00	13.95	232.18
735445	Property Owner	City Services	6881 147TH AVE NW		182.81	35.00	13.91	231.72
485017173	Property Owner	City Services	15110 UTE ST NW		179.34	35.00	13.65	227.99
725260	Property Owner	City Services	15353 IODINE ST NW		177.09	35.00	13.48	225.57
730529	Property Owner	City Services	5440 144TH WAY NW UNIT 24		177.08	35.00	13.48	225.56
733411	Property Owner	City Services	5420 144TH WAY NW UNIT 22		176.48	35.00	13.43	224.91
633318061	Property Owner	City Services	7180 SUNWOOD DR NW STE 1		175.33	35.00	13.34	223.67
735052	Property Owner	City Services	14325 WACO ST NW		174.22	35.00	13.26	222.48
726413	Property Owner	City Services	14761 Cobalt St Nw Unit 47		171.84	35.00	13.08	219.92
718481	Property Owner	City Services	7450 BUNKER LAKE BLVD		169.28	35.00	12.88	217.16
720058	Property Owner	City Services	7342 Bunker Lake Blvd		169.28	35.00	12.88	217.16
720857	Property Owner	City Services	7418 Bunker Lake Blvd		169.28	35.00	12.88	217.16
720866	Property Owner	City Services	14791 Cobalt St Nw Ste 19		169.28	35.00	12.88	217.16
722054	Property Owner	City Services	6962 139th Ave		169.28	35.00	12.88	217.16
722400	Property Owner	City Services	7076 139th Ave		169.28	35.00	12.88	217.16
722421	Property Owner	City Services	14761 Cobalt St Nw Unit 19		169.28	35.00	12.88	217.16
722860	Property Owner	City Services	7380 147th Ln Nw		169.28	35.00	12.88	217.16
724419	Property Owner	City Services	6933 139th Ln		169.28	35.00	12.88	217.16
725598	Property Owner	City Services	6985 139th Ave Nw		169.28	35.00	12.88	217.16
727095	Property Owner	City Services	6952 139th Ave Nw		169.28	35.00	12.88	217.16
727170	Property Owner	City Services	13927 Garnet Ter Nw		169.28	35.00	12.88	217.16
727847	Property Owner	City Services	7085 139th Ave		169.28	35.00	12.88	217.16
729126	Property Owner	City Services	14646 Rhinestone Way		169.28	35.00	12.88	217.16
729258	Property Owner	City Services	14765 Peridot St		169.28	35.00	12.88	217.16
730277	Property Owner	City Services	7012 139th Ave Nw		169.28	35.00	12.88	217.16
730334	Property Owner	City Services	14644 RHINESTONE ST NW		169.28	35.00	12.88	217.16
730498	Property Owner	City Services	7337 147th Ter Nw		169.28	35.00	12.88	217.16
730729	Property Owner	City Services	14596 OLIVINE TER NW		169.28	35.00	12.88	217.16
731022	Property Owner	City Services	6925 139th Ln Nw		169.28	35.00	12.88	217.16
732013	Property Owner	City Services	7305 147th Ter Nw		169.28	35.00	12.88	217.16
732155	Property Owner	City Services	6870 139th Ln Nw Unit 3		169.28	35.00	12.88	217.16
732181	Property Owner	City Services	7321 147th Ter Nw		169.28	35.00	12.88	217.16
732282	Property Owner	City Services	6886 139th Ln Nw Unit 7		169.28	35.00	12.88	217.16
732385	Property Owner	City Services	7366 BUNKER LAKE BLVD		169.28	35.00	12.88	217.16
733010	Property Owner	City Services	6854 139TH LN UNIT 4		169.28	35.00	12.88	217.16
733112	Property Owner	City Services	7204 147th Ter Nw		169.28	35.00	12.88	217.16
733126	Property Owner	City Services	14643 Rhinestone Way		169.28	35.00	12.88	217.16
733545	Property Owner	City Services	14641 RHINESTONE ST NW		169.28	35.00	12.88	217.16
733797	Property Owner	City Services	14735 Olivine St		169.28	35.00	12.88	217.16
734399	Property Owner	City Services	7362 147th Ln Nw		169.28	35.00	12.88	217.16

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734589	Property Owner	City Services	6886 139th Ln Nw Unit 2		169.28	35.00	12.88	217.16
688670261	Property Owner	City Services	7292 147th Ter Nw		169.28	35.00	12.88	217.16
731225	Property Owner	City Services	7360 159TH AVENUE NW		168.93	35.00	12.86	216.79
729096	Property Owner	City Services	7035 139th Ave Nw		167.08	35.00	12.72	214.80
682849014	Property Owner	City Services	5780 155TH LN NW		166.22	35.00	12.65	213.87
735433	Property Owner	City Services	14543 SNOWY OWL STREET NW		165.21	35.00	12.57	212.78
735310	Property Owner	City Services	8027 149TH CROSSING NW		163.48	35.00	12.44	210.92
616222995	Property Owner	City Services	14681 POTASSIUM ST NW		161.39	35.00	12.28	208.67
729944	Property Owner	City Services	15390 RADIUM ST		161.18	35.00	12.27	208.45
735453	Property Owner	City Services	15236 Germanium Cir Nw		156.41	35.00	11.90	203.31
727284	Property Owner	City Services	14403 IODINE ST NW UNIT 25		153.50	35.00	11.68	200.18
725845	Property Owner	City Services	14781 FLUORINE ST NW		151.54	35.00	11.53	198.07
734701	Property Owner	City Services	6787 GREEN VALLEY RD NW		144.11	35.00	10.97	190.08
735483	Property Owner	City Services	15338 Iodine St Nw		143.70	35.00	10.94	189.64
727910	Property Owner	City Services	14640 POTASSIUM ST NW		143.16	35.00	10.90	189.06
734915	Property Owner	City Services	14618 Olivine Ter Nw		139.64	35.00	10.63	185.27
730449	Property Owner	City Services	14504 ST FRANCIS BLVD NW		136.87	35.00	10.42	182.29
733926	Property Owner	City Services	16400 Wolfram St Nw		136.83	35.00	10.41	182.24
735476	Property Owner	City Services	14499 QUINTANA STREET NW		136.58	35.00	10.40	181.98
732449	Property Owner	City Services	6978 168TH LANE NW		136.34	35.00	10.38	181.72
719502	Property Owner	City Services	7840 152nd Ln Nw		132.57	35.00	10.09	177.66
731136	Property Owner	City Services	17540 Nowthen Blvd Nw		132.57	35.00	10.09	177.66
672828662	Property Owner	City Services	16161 Kamacite St Nw		132.57	35.00	10.09	177.66
729296	Property Owner	City Services	15220 TONTO ST NW		131.73	35.00	10.03	176.76
718468	Property Owner	City Services	5108 151st Ave Nw		129.64	35.00	9.87	174.51
718616	Property Owner	City Services	8021 177th Ave Nw		129.64	35.00	9.87	174.51
718641	Property Owner	City Services	15721 Hedgehog St Nw		129.64	35.00	9.87	174.51
718759	Property Owner	City Services	16331 Yttrium St Nw		129.64	35.00	9.87	174.51
718800	Property Owner	City Services	15511 Coquina St Nw		129.64	35.00	9.87	174.51
719220	Property Owner	City Services	15310 Zirconium St Nw		129.64	35.00	9.87	174.51
719366	Property Owner	City Services	14021 MAGNESIUM ST NW		129.64	35.00	9.87	174.51
719681	Property Owner	City Services	16650 Dolomite St Nw		129.64	35.00	9.87	174.51
719749	Property Owner	City Services	8361 154th Ave Nw		129.64	35.00	9.87	174.51
719956	Property Owner	City Services	8021 176th Ln Nw		129.64	35.00	9.87	174.51
720125	Property Owner	City Services	8421 154th Ln Nw		129.64	35.00	9.87	174.51
720249	Property Owner	City Services	8901 178th Ave Nw		129.64	35.00	9.87	174.51
720352	Property Owner	City Services	16101 RAMSEY BLVD NW		129.64	35.00	9.87	174.51
720501	Property Owner	City Services	5254 180th Ave Nw		129.64	35.00	9.87	174.51
720660	Property Owner	City Services	15211 Waco St Nw		129.64	35.00	9.87	174.51
720726	Property Owner	City Services	6820 158th Ln Nw		129.64	35.00	9.87	174.51

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720751	Property Owner	City Services	16326 Dysprosium St Nw		129.64	35.00	9.87	174.51
721123	Property Owner	City Services	14121 Germanium St Nw		129.64	35.00	9.87	174.51
721279	Property Owner	City Services	8350 158th Ln Nw		129.64	35.00	9.87	174.51
721315	Property Owner	City Services	14540 Bowers Dr Nw		129.64	35.00	9.87	174.51
721563	Property Owner	City Services	7660 150TH LN NW		129.64	35.00	9.87	174.51
721604	Property Owner	City Services	7087 159th Ln Nw		129.64	35.00	9.87	174.51
721672	Property Owner	City Services	7111 175th Ave Nw		129.64	35.00	9.87	174.51
721694	Property Owner	City Services	5515 BUNKER LAKE BLVD NW		129.64	35.00	9.87	174.51
721790	Property Owner	City Services	17410 Wolverine St Nw		129.64	35.00	9.87	174.51
721849	Property Owner	City Services	15410 Kangaroo St Nw		129.64	35.00	9.87	174.51
722238	Property Owner	City Services	5301 156th Ln Nw		129.64	35.00	9.87	174.51
722247	Property Owner	City Services	15040 URANIMITE ST NW		129.64	35.00	9.87	174.51
722318	Property Owner	City Services	15621 Barium St Nw		129.64	35.00	9.87	174.51
722322	Property Owner	City Services	15959 Ebony St Nw		129.64	35.00	9.87	174.51
722336	Property Owner	City Services	17910 Tonto St Nw		129.64	35.00	9.87	174.51
722362	Property Owner	City Services	15000 Garnet St Nw		129.64	35.00	9.87	174.51
722372	Property Owner	City Services	5431 164th Ln Nw		129.64	35.00	9.87	174.51
722482	Property Owner	City Services	6720 158th Ln Nw		129.64	35.00	9.87	174.51
722495	Property Owner	City Services	8151 154th Ln Nw		129.64	35.00	9.87	174.51
722543	Property Owner	City Services	6819 164th Ln Nw		129.64	35.00	9.87	174.51
722667	Property Owner	City Services	14051 Fluorine St Nw		129.64	35.00	9.87	174.51
722892	Property Owner	City Services	7380 152nd Ln Nw		129.64	35.00	9.87	174.51
722900	Property Owner	City Services	5810 164th Ln Nw		129.64	35.00	9.87	174.51
723367	Property Owner	City Services	16041 Kangaroo St Nw		129.64	35.00	9.87	174.51
723762	Property Owner	City Services	7631 172nd Ln Nw		129.64	35.00	9.87	174.51
723927	Property Owner	City Services	16231 Jarvis St Nw		129.64	35.00	9.87	174.51
723928	Property Owner	City Services	5821 160th Ln Nw		129.64	35.00	9.87	174.51
724340	Property Owner	City Services	7404 149TH AVE NW		129.64	35.00	9.87	174.51
724396	Property Owner	City Services	8261 159th Ln Nw		129.64	35.00	9.87	174.51
724457	Property Owner	City Services	15160 Yakima St Nw		129.64	35.00	9.87	174.51
724490	Property Owner	City Services	8059 154th Ave Nw		129.64	35.00	9.87	174.51
724623	Property Owner	City Services	15959 Ironstone St Nw		129.64	35.00	9.87	174.51
724680	Property Owner	City Services	14120 JUNKITE ST NW		129.64	35.00	9.87	174.51
724692	Property Owner	City Services	15000 Hematite St Nw		129.64	35.00	9.87	174.51
724831	Property Owner	City Services	16771 Andrie St Nw		129.64	35.00	9.87	174.51
724899	Property Owner	City Services	15211 JACKEL ST NW		129.64	35.00	9.87	174.51
724974	Property Owner	City Services	8055 142nd Ave Nw		129.64	35.00	9.87	174.51
725006	Property Owner	City Services	16920 Zeolite St Nw		129.64	35.00	9.87	174.51
725168	Property Owner	City Services	15137 Yakima St Nw		129.64	35.00	9.87	174.51
725566	Property Owner	City Services	15200 Willemite St Nw		129.64	35.00	9.87	174.51

Account No.	Account Name	Description	Property Address	A	Delinquent Amount	Admin Fee	Interest (6.0%)	Total Subject to Certification
725657	Property Owner	City Services	8120 154th Ln Nw		129.64	35.00	9.87	174.51
726048	Property Owner	City Services	17201 Tungsten St Nw		129.64	35.00	9.87	174.51
726086	Property Owner	City Services	17800 Yakima St Nw		129.64	35.00	9.87	174.51
726111	Property Owner	City Services	8150 151ST LN NW		129.64	35.00	9.87	174.51
726179	Property Owner	City Services	7650 163rd Ln Nw		129.64	35.00	9.87	174.51
726383	Property Owner	City Services	16345 Zirconium St Nw		129.64	35.00	9.87	174.51
726434	Property Owner	City Services	8221 159th Ln Nw		129.64	35.00	9.87	174.51
726714	Property Owner	City Services	17059 Nowthen Blvd Nw		129.64	35.00	9.87	174.51
726752	Property Owner	City Services	17705 Nowthen Blvd Nw		129.64	35.00	9.87	174.51
726782	Property Owner	City Services	7911 152nd Ln Nw		129.64	35.00	9.87	174.51
726938	Property Owner	City Services	9501 Ermine Blvd Nw		129.64	35.00	9.87	174.51
726997	Property Owner	City Services	14450 Bowers Dr Nw		129.64	35.00	9.87	174.51
727352	Property Owner	City Services	9131 178th Ave Nw		129.64	35.00	9.87	174.51
727360	Property Owner	City Services	15421 Kangaroo St Nw		129.64	35.00	9.87	174.51
727418	Property Owner	City Services	5206 150th Ln Nw		129.64	35.00	9.87	174.51
727447	Property Owner	City Services	6920 150th Ave Nw		129.64	35.00	9.87	174.51
727465	Property Owner	City Services	7651 178th Ln Nw		129.64	35.00	9.87	174.51
727499	Property Owner	City Services	15330 Marmoset St Nw		129.64	35.00	9.87	174.51
727551	Property Owner	City Services	7100 160TH LN NW		129.64	35.00	9.87	174.51
727592	Property Owner	City Services	7341 154th Ln Nw		129.64	35.00	9.87	174.51
727608	Property Owner	City Services	16640 Yttrium St Nw		129.64	35.00	9.87	174.51
727661	Property Owner	City Services	6112 178th Ln Nw		129.64	35.00	9.87	174.51
727956	Property Owner	City Services	9000 168th Ave Nw		129.64	35.00	9.87	174.51
728095	Property Owner	City Services	7346 149th Ave Nw		129.64	35.00	9.87	174.51
728350	Property Owner	City Services	8541 154th Ln Nw		129.64	35.00	9.87	174.51
728379	Property Owner	City Services	8416 158th Ln Nw		129.64	35.00	9.87	174.51
728384	Property Owner	City Services	18045 Waco St Nw		129.64	35.00	9.87	174.51
728707	Property Owner	City Services	17225 BISON ST NW		129.64	35.00	9.87	174.51
728750	Property Owner	City Services	17850 Erkium St Nw		129.64	35.00	9.87	174.51
728773	Property Owner	City Services	15741 Ferret St Nw		129.64	35.00	9.87	174.51
728866	Property Owner	City Services	8643 174th Ln Nw		129.64	35.00	9.87	174.51
728898	Property Owner	City Services	8661 174th Ln Nw		129.64	35.00	9.87	174.51
729039	Property Owner	City Services	16600 Coquina St Nw		129.64	35.00	9.87	174.51
729147	Property Owner	City Services	16324 Coquina St Nw		129.64	35.00	9.87	174.51
729456	Property Owner	City Services	8130 153rd Ln Nw		129.64	35.00	9.87	174.51
729493	Property Owner	City Services	8910 178th Ave Nw		129.64	35.00	9.87	174.51
729610	Property Owner	City Services	16300 Ramsey Blvd Nw		129.64	35.00	9.87	174.51
729747	Property Owner	City Services	15130 Kangaroo St Nw		129.64	35.00	9.87	174.51
729770	Property Owner	City Services	6044 174th Ave Nw		129.64	35.00	9.87	174.51
729903	Property Owner	City Services	6337 143rd Ln Nw		129.64	35.00	9.87	174.51

Account No.	Account Name	Description	Property Address	A	Delinquent Amount	Admin Fee	Interest (6.0%)	Total Subject to Certification
730138	Property Owner	City Services	5360 180th Ave Nw		129.64	35.00	9.87	174.51
730175	Property Owner	City Services	6025 177th Ln Nw		129.64	35.00	9.87	174.51
730322	Property Owner	City Services	16321 Yttrium St Nw		129.64	35.00	9.87	174.51
730508	Property Owner	City Services	7290 149th Ln Nw		129.64	35.00	9.87	174.51
730556	Property Owner	City Services	7831 151st Ln Nw		129.64	35.00	9.87	174.51
730615	Property Owner	City Services	7730 149th Ln Nw		129.64	35.00	9.87	174.51
730620	Property Owner	City Services	16931 Helium St Nw		129.64	35.00	9.87	174.51
730676	Property Owner	City Services	6728 153rd Ln Nw		129.64	35.00	9.87	174.51
730865	Property Owner	City Services	15059 Limonite St Nw		129.64	35.00	9.87	174.51
730957	Property Owner	City Services	16325 Okapi St Nw		129.64	35.00	9.87	174.51
730964	Property Owner	City Services	7921 163rd Ln Nw		129.64	35.00	9.87	174.51
730970	Property Owner	City Services	7551 149th Ave Nw		129.64	35.00	9.87	174.51
731019	Property Owner	City Services	15040 Willemite St Nw		129.64	35.00	9.87	174.51
731087	Property Owner	City Services	6640 153rd Ln Nw		129.64	35.00	9.87	174.51
731130	Property Owner	City Services	7321 152nd Ln Nw		129.64	35.00	9.87	174.51
731153	Property Owner	City Services	6825 151st Ave Nw		129.64	35.00	9.87	174.51
731201	Property Owner	City Services	18055 Ute St Nw		129.64	35.00	9.87	174.51
731354	Property Owner	City Services	6241 180th Ln Nw		129.64	35.00	9.87	174.51
731362	Property Owner	City Services	5030 179th Ln Nw		129.64	35.00	9.87	174.51
731536	Property Owner	City Services	8964 Hwy 10 Nw		129.64	35.00	9.87	174.51
731583	Property Owner	City Services	5160 157th Ln Nw		129.64	35.00	9.87	174.51
731633	Property Owner	City Services	15650 Juniper Ridge Dr Nw		129.64	35.00	9.87	174.51
731642	Property Owner	City Services	7000 149th Ln Nw		129.64	35.00	9.87	174.51
731667	Property Owner	City Services	7321 151st Ln Nw		129.64	35.00	9.87	174.51
731676	Property Owner	City Services	6780 Green Valley Rd		129.64	35.00	9.87	174.51
731694	Property Owner	City Services	15030 Willemite St Nw		129.64	35.00	9.87	174.51
731712	Property Owner	City Services	6460 153rd Ln Nw		129.64	35.00	9.87	174.51
732076	Property Owner	City Services	7041 156th Ave Nw		129.64	35.00	9.87	174.51
732205	Property Owner	City Services	15313 Rhinestone St		129.64	35.00	9.87	174.51
732319	Property Owner	City Services	15385 Armstrong Blvd Nw		129.64	35.00	9.87	174.51
732373	Property Owner	City Services	6501 Green Valley Rd Nw		129.64	35.00	9.87	174.51
732626	Property Owner	City Services	7020 160th Ln Nw		129.64	35.00	9.87	174.51
732744	Property Owner	City Services	6841 173rd Ave Nw		129.64	35.00	9.87	174.51
732759	Property Owner	City Services	15830 Hedgehog St Nw		129.64	35.00	9.87	174.51
732881	Property Owner	City Services	15355 Eland St Nw		129.64	35.00	9.87	174.51
732957	Property Owner	City Services	15710 Armstrong Blvd Nw		129.64	35.00	9.87	174.51
733037	Property Owner	City Services	7280 181st Ave Nw		129.64	35.00	9.87	174.51
733079	Property Owner	City Services	14059 Magnesium St Nw		129.64	35.00	9.87	174.51
733311	Property Owner	City Services	15341 Okapi St Nw		129.64	35.00	9.87	174.51
733354	Property Owner	City Services	15551 Barium St Nw		129.64	35.00	9.87	174.51

Account No.	Account Name	Description	Property Address	A	Delinquent Amount	Admin Fee	Interest (6.0%)	Total Subject to Certification
733625	Property Owner	City Services	15000 Chameleon St Nw		129.64	35.00	9.87	174.51
733734	Property Owner	City Services	17940 St Francis Blvd Nw		129.64	35.00	9.87	174.51
733776	Property Owner	City Services	8502 164th Cir Nw		129.64	35.00	9.87	174.51
733861	Property Owner	City Services	14503 Bowers Dr Nw		129.64	35.00	9.87	174.51
733887	Property Owner	City Services	16521 Xenolith St Nw		129.64	35.00	9.87	174.51
733942	Property Owner	City Services	5361 156th Ln Nw		129.64	35.00	9.87	174.51
734002	Property Owner	City Services	16950 Yttrium St Nw		129.64	35.00	9.87	174.51
734033	Property Owner	City Services	8062 154th Ave Nw		129.64	35.00	9.87	174.51
734253	Property Owner	City Services	16862 Jackel St Nw		129.64	35.00	9.87	174.51
734256	Property Owner	City Services	16801 Sodium St Nw		129.64	35.00	9.87	174.51
734400	Property Owner	City Services	14920 Chameleon St Nw		129.64	35.00	9.87	174.51
735067	Property Owner	City Services	9100 181st Ave Nw		129.64	35.00	9.87	174.51
14871175	Property Owner	City Services	6319 143RD LN NW		129.64	35.00	9.87	174.51
32252269	Property Owner	City Services	5520 140TH LN NW		129.64	35.00	9.87	174.51
32682305	Property Owner	City Services	14160 JUNKITE ST NW		129.64	35.00	9.87	174.51
34003380	Property Owner	City Services	16800 Iodine St Nw		129.64	35.00	9.87	174.51
34222439	Property Owner	City Services	17700 Cobalt St Nw		129.64	35.00	9.87	174.51
35912608	Property Owner	City Services	7009 175th Ave Nw		129.64	35.00	9.87	174.51
36132630	Property Owner	City Services	17410 Chameleon St Nw		129.64	35.00	9.87	174.51
37102727	Property Owner	City Services	8031 176th Ln Nw		129.64	35.00	9.87	174.51
42223239	Property Owner	City Services	6700 165th Ln Nw		129.64	35.00	9.87	174.51
42363253	Property Owner	City Services	16530 Dolomite St Nw		129.64	35.00	9.87	174.51
42443261	Property Owner	City Services	17020 Azurite St Nw		129.64	35.00	9.87	174.51
42713288	Property Owner	City Services	16921 Sodium St Nw		129.64	35.00	9.87	174.51
43243341	Property Owner	City Services	6360 167th Ave Nw		129.64	35.00	9.87	174.51
43623379	Property Owner	City Services	6221 169th Ln Nw		129.64	35.00	9.87	174.51
43793396	Property Owner	City Services	16839 St Francis Blvd Nw		129.64	35.00	9.87	174.51
44873504	Property Owner	City Services	5720 164th Ave Nw		129.64	35.00	9.87	174.51
45623579	Property Owner	City Services	6370 164th Ln Nw		129.64	35.00	9.87	174.51
47543771	Property Owner	City Services	6767 158th Ln Nw		129.64	35.00	9.87	174.51
47713788	Property Owner	City Services	6841 158th Ln Nw		129.64	35.00	9.87	174.51
48603877	Property Owner	City Services	7619 157th Ave Nw		129.64	35.00	9.87	174.51
48843901	Property Owner	City Services	16156 Olivine St Nw		129.64	35.00	9.87	174.51
49994016	Property Owner	City Services	8200 163rd Ave Nw		129.64	35.00	9.87	174.51
50164033	Property Owner	City Services	8250 157th Ln Nw		129.64	35.00	9.87	174.51
50584075	Property Owner	City Services	8111 158th Ln Nw		129.64	35.00	9.87	174.51
52324249	Property Owner	City Services	9053 Collins Dr Nw		129.64	35.00	9.87	174.51
53164333	Property Owner	City Services	15240 Kangaroo St Nw		129.64	35.00	9.87	174.51
53174334	Property Owner	City Services	15231 Kangaroo St Nw		129.64	35.00	9.87	174.51
53634380	Property Owner	City Services	8331 151st Ln Nw		129.64	35.00	9.87	174.51

Account No.	Account Name	Description	Property Address	A	Delinquent Amount	Admin Fee	Interest (6.0%)	Total Subject to Certification
53934410	Property Owner	City Services	8121 154th Ave Nw		129.64	35.00	9.87	174.51
54734490	Property Owner	City Services	7930 156th Ave Nw		129.64	35.00	9.87	174.51
55154532	Property Owner	City Services	7381 152nd Ave Nw		129.64	35.00	9.87	174.51
55204537	Property Owner	City Services	7440 152nd Ave Nw		129.64	35.00	9.87	174.51
56044621	Property Owner	City Services	15061 Willemite St Nw		129.64	35.00	9.87	174.51
56774694	Property Owner	City Services	15321 Hematite St Nw		129.64	35.00	9.87	174.51
56924709	Property Owner	City Services	7145 151st Ave Nw		129.64	35.00	9.87	174.51
57144732	Property Owner	City Services	7140 152nd Ave Nw		129.64	35.00	9.87	174.51
58104828	Property Owner	City Services	15540 Zirconium St Nw		129.64	35.00	9.87	174.51
58134831	Property Owner	City Services	15611 Dolomite St Nw		129.64	35.00	9.87	174.51
59184936	Property Owner	City Services	15551 Waco St Nw		129.64	35.00	9.87	174.51
60075024	Property Owner	City Services	5207 150th Ln Nw		129.64	35.00	9.87	174.51
62505261	Property Owner	City Services	14760 Bowers Dr Nw		129.64	35.00	9.87	174.51
63625372	Property Owner	City Services	17958 Fluorine St Nw		129.64	35.00	9.87	174.51
65115522	Property Owner	City Services	8030 152nd Ln Nw		129.64	35.00	9.87	174.51
66665677	Property Owner	City Services	17229 Tungsten St Nw		129.64	35.00	9.87	174.51
68035815	Property Owner	City Services	17711 Vicuna St Nw		129.64	35.00	9.87	174.51
68975909	Property Owner	City Services	16727 Radium St Nw		129.64	35.00	9.87	174.51
69275939	Property Owner	City Services	15120 Kangaroo St Nw		129.64	35.00	9.87	174.51
71356146	Property Owner	City Services	6384 143rd Ln Nw		129.64	35.00	9.87	174.51
117620878	Property Owner	City Services	6310 153rd Ln Nw		129.64	35.00	9.87	174.51
221774498	Property Owner	City Services	16361 Nowthen Blvd Nw		129.64	35.00	9.87	174.51
221860690	Property Owner	City Services	5941 160th Ln Nw		129.64	35.00	9.87	174.51
389850754	Property Owner	City Services	15861 Dolomite St Nw		129.64	35.00	9.87	174.51
431112246	Property Owner	City Services	9124 Collins Dr Nw		129.64	35.00	9.87	174.51
440400586	Property Owner	City Services	7731 149th Ln Nw		129.64	35.00	9.87	174.51
461530292	Property Owner	City Services	14100 GERMANIUM ST		129.64	35.00	9.87	174.51
461849422	Property Owner	City Services	15765 Juniper Ridge Dr Nw		129.64	35.00	9.87	174.51
479313920	Property Owner	City Services	7950 163rd Ln Nw		129.64	35.00	9.87	174.51
479364743	Property Owner	City Services	17511 Unicorn St Nw		129.64	35.00	9.87	174.51
479839440	Property Owner	City Services	14950 PERIDOT ST NW		129.64	35.00	9.87	174.51
482232058	Property Owner	City Services	15122 Zuni St Nw		129.64	35.00	9.87	174.51
483273736	Property Owner	City Services	8376 156th Ln Nw		129.64	35.00	9.87	174.51
486589948	Property Owner	City Services	15231 Waco St Nw		129.64	35.00	9.87	174.51
495535769	Property Owner	City Services	14900 Kamacite St Nw		129.64	35.00	9.87	174.51
613786173	Property Owner	City Services	16620 Zirconium St Nw		129.64	35.00	9.87	174.51
615049714	Property Owner	City Services	16207 Azurite St Nw		129.64	35.00	9.87	174.51
616359552	Property Owner	City Services	17917 Junkite St Nw		129.64	35.00	9.87	174.51
616419298	Property Owner	City Services	5706 140TH LN NW		129.64	35.00	9.87	174.51
619422855	Property Owner	City Services	6835 164th Ln Nw		129.64	35.00	9.87	174.51

Account No.	Account Name	Description	Property Address	A	Delinquent Amount	Admin Fee	Interest (6.0%)	Total Subject to Certification
619763801	Property Owner	City Services	16400 Zirconium St Nw		129.64	35.00	9.87	174.51
628555082	Property Owner	City Services	5455 152nd Ave Nw		129.64	35.00	9.87	174.51
631331981	Property Owner	City Services	15333 Barium St Nw		129.64	35.00	9.87	174.51
633391698	Property Owner	City Services	7720 150th Ln Nw		129.64	35.00	9.87	174.51
634053276	Property Owner	City Services	14553 Bowers Dr Nw		129.64	35.00	9.87	174.51
638872650	Property Owner	City Services	7320 151st Ln Nw		129.64	35.00	9.87	174.51
640373530	Property Owner	City Services	7291 152nd Ave Nw		129.64	35.00	9.87	174.51
642923030	Property Owner	City Services	16444 St Francis Blvd Nw Dup Upper		129.64	35.00	9.87	174.51
645367584	Property Owner	City Services	17321 Driscoll St Nw		129.64	35.00	9.87	174.51
645477066	Property Owner	City Services	15230 Uranimite St Nw		129.64	35.00	9.87	174.51
645928746	Property Owner	City Services	6940 152nd Ave Nw		129.64	35.00	9.87	174.51
648784012	Property Owner	City Services	15119 Zuni St Nw		129.64	35.00	9.87	174.51
650256659	Property Owner	City Services	7231 150th Ln Nw		129.64	35.00	9.87	174.51
650529890	Property Owner	City Services	7646 158th Ave Nw		129.64	35.00	9.87	174.51
654348277	Property Owner	City Services	8330 151st Ln Nw		129.64	35.00	9.87	174.51
655992344	Property Owner	City Services	5710 170th Ln Nw		129.64	35.00	9.87	174.51
659704939	Property Owner	City Services	16411 Olivine St Nw		129.64	35.00	9.87	174.51
659732792	Property Owner	City Services	17352 Unicorn St Nw		129.64	35.00	9.87	174.51
660608352	Property Owner	City Services	15421 Nutria St Nw		129.64	35.00	9.87	174.51
661503825	Property Owner	City Services	9410 180th Ave Nw		129.64	35.00	9.87	174.51
664105424	Property Owner	City Services	8610 171st Ave Nw		129.64	35.00	9.87	174.51
668141282	Property Owner	City Services	17150 Potassium St Nw		129.64	35.00	9.87	174.51
669678276	Property Owner	City Services	15599 Hedgehog St Nw		129.64	35.00	9.87	174.51
670417910	Property Owner	City Services	5803 Alpine Dr Nw		129.64	35.00	9.87	174.51
689195575	Property Owner	City Services	5605 180th Ave Nw		129.64	35.00	9.87	174.51
689697996	Property Owner	City Services	17646 St Francis Blvd Nw		129.64	35.00	9.87	174.51
691730597	Property Owner	City Services	15141 Alpaca St Nw		129.64	35.00	9.87	174.51
694738093	Property Owner	City Services	7700 169th Ln Nw		129.64	35.00	9.87	174.51
699422168	Property Owner	City Services	6219 144th Ln Nw		129.64	35.00	9.87	174.51
700951707	Property Owner	City Services	7090 159th Ln Nw		129.64	35.00	9.87	174.51
701988698	Property Owner	City Services	15781 Azurite Ct Nw		129.64	35.00	9.87	174.51
702200619	Property Owner	City Services	7711 178th Ln Nw		129.64	35.00	9.87	174.51
702404821	Property Owner	City Services	7251 166th Ave Nw		129.64	35.00	9.87	174.51
703333526	Property Owner	City Services	7440 152nd Ln Nw		129.64	35.00	9.87	174.51
705656989	Property Owner	City Services	16822 Rabbit St Nw		129.64	35.00	9.87	174.51
715474311	Property Owner	City Services	8121 153rd Ln Nw		129.64	35.00	9.87	174.51
716187025	Property Owner	City Services	16855 St Francis Blvd Nw		129.64	35.00	9.87	174.51
716520651	Property Owner	City Services	16337 Coquina St Nw		129.64	35.00	9.87	174.51
732097	Property Owner	City Services	5650 170th Ln Nw		129.40	35.00	9.85	174.25
728469	Property Owner	City Services	7296 147th Ter Nw		127.18	35.00	9.68	171.86

Account No.	Account Name	Description	Property Address	A	Delinquent Amount	Admin Fee	Interest (6.0%)	Total Subject to Certification
731441	Property Owner	City Services	7277 147th Ter Nw		127.18	35.00	9.68	171.86
732661	Property Owner	City Services	7224 147th Ter Nw		127.18	35.00	9.68	171.86
730353	Property Owner	City Services	5662 154TH CT NW		127.00	35.00	9.67	171.67
38352852	Property Owner	City Services	8960 178th Cir Nw		126.71	35.00	9.64	171.35
697183298	Property Owner	City Services	16020 St. Andrews Ln		126.21	35.00	9.61	170.82
724072	Property Owner	City Services	7526 147TH CIR NW		121.13	35.00	9.22	165.35
734779	Property Owner	City Services	15020 Waco St Nw		120.73	35.00	9.19	164.92
696276819	Property Owner	City Services	14561 Olivine Way Nw		119.28	35.00	9.08	163.36
732223	Property Owner	City Services	8694 151ST AVE NW		118.57	35.00	9.02	162.59
724634	Property Owner	City Services	15570 YAKIMA CT NW		114.31	35.00	8.70	158.01
732700	Property Owner	City Services	5642 154TH LANE NW		111.68	35.00	8.50	155.18
726189	Property Owner	City Services	15191 UTE ST NW		110.00	35.00	8.37	153.37
733757	Property Owner	City Services	14720 ERKIUM ST NW		109.77	35.00	8.35	153.12
726695	Property Owner	City Services	5686 154TH CROSSING NW		109.40	35.00	8.33	152.73
684702692	Property Owner	City Services	15521 Coquina St Nw		108.40	35.00	8.25	151.65
725623	Property Owner	City Services	7091 147TH AVE NW		107.93	35.00	8.21	151.14
730464	Property Owner	City Services	14688 SODIUM ST NW		104.55	35.00	7.96	147.51
720146	Property Owner	City Services	15980 ST ANDREWS LN NW		103.76	35.00	7.90	146.66
733377	Property Owner	City Services	15163 TIGER STREET NW		101.55	35.00	7.73	144.28
723769	Property Owner	City Services	14255 Bowers Dr Nw		100.38	35.00	7.64	143.02
733005	Property Owner	City Services	15620 Armstrong Blvd Nw		100.38	35.00	7.64	143.02
56364653	Property Owner	City Services	7220 151st Ave Nw		100.38	35.00	7.64	143.02
633488521	Property Owner	City Services	5920 159th Ln Nw		100.38	35.00	7.64	143.02
678110935	Property Owner	City Services	7210 163rd Ave Nw		100.38	35.00	7.64	143.02
732424	Property Owner	City Services	15151 SNOWY OWL STREET NW		99.38	35.00	7.56	141.94
720057	Property Owner	City Services	15220 Waco St Nw		97.45	35.00	7.42	139.87
721473	Property Owner	City Services	7601 165th Ln Nw		97.45	35.00	7.42	139.87
722068	Property Owner	City Services	16301 Zirconium St Nw		97.45	35.00	7.42	139.87
722211	Property Owner	City Services	5630 164th Ln Nw		97.45	35.00	7.42	139.87
722686	Property Owner	City Services	7620 165th Ln Nw		97.45	35.00	7.42	139.87
726787	Property Owner	City Services	9560 181st Ave Nw		97.45	35.00	7.42	139.87
726890	Property Owner	City Services	17431 St Francis Blvd Nw		97.45	35.00	7.42	139.87
727201	Property Owner	City Services	14101 Fluorine St Nw		97.45	35.00	7.42	139.87
727345	Property Owner	City Services	15840 Traprock St Nw		97.45	35.00	7.42	139.87
727489	Property Owner	City Services	6743 159th Ave Nw		97.45	35.00	7.42	139.87
727964	Property Owner	City Services	17045 Tiger St Nw		97.45	35.00	7.42	139.87
728592	Property Owner	City Services	8204 159th Ln Nw		97.45	35.00	7.42	139.87
728724	Property Owner	City Services	15931 Xenon St Nw		97.45	35.00	7.42	139.87
728938	Property Owner	City Services	8350 154th Ave Nw		97.45	35.00	7.42	139.87
730154	Property Owner	City Services	14331 BOWERS DR NW		97.45	35.00	7.42	139.87

Account No.	Account Name	Description	Property Address	A	Delinquent Amount	Admin Fee	Interest (6.0%)	Total Subject to Certification
730387	Property Owner	City Services	6010 168TH LN NW		97.45	35.00	7.42	139.87
730645	Property Owner	City Services	9101 167th Ave Nw		97.45	35.00	7.42	139.87
730766	Property Owner	City Services	15241 Iguana St Nw		97.45	35.00	7.42	139.87
730918	Property Owner	City Services	17200 Zeolite St Nw		97.45	35.00	7.42	139.87
731249	Property Owner	City Services	16431 Dysprosium St Nw		97.45	35.00	7.42	139.87
731374	Property Owner	City Services	9043 Collins Dr Nw		97.45	35.00	7.42	139.87
731399	Property Owner	City Services	15221 Iguana St Nw		97.45	35.00	7.42	139.87
732335	Property Owner	City Services	7120 161st Ln Nw		97.45	35.00	7.42	139.87
732346	Property Owner	City Services	16431 Wolfram St Nw		97.45	35.00	7.42	139.87
732985	Property Owner	City Services	6190 169th Ln Nw		97.45	35.00	7.42	139.87
733282	Property Owner	City Services	14580 Bowers Dr Nw		97.45	35.00	7.42	139.87
734175	Property Owner	City Services	5441 142nd Ave Nw		97.45	35.00	7.42	139.87
734470	Property Owner	City Services	15811 Okapi St Nw		97.45	35.00	7.42	139.87
734715	Property Owner	City Services	18054 Waco St Nw		97.45	35.00	7.42	139.87
41913208	Property Owner	City Services	6420 169th Ln Nw		97.45	35.00	7.42	139.87
44243441	Property Owner	City Services	5519 161st Ln Nw		97.45	35.00	7.42	139.87
45093526	Property Owner	City Services	15941 Sodium St Nw		97.45	35.00	7.42	139.87
49473964	Property Owner	City Services	16330 Yolite St Nw		97.45	35.00	7.42	139.87
58734891	Property Owner	City Services	15133 Nowthen Blvd Nw		97.45	35.00	7.42	139.87
622567660	Property Owner	City Services	16300 Coquina St Nw		97.45	35.00	7.42	139.87
634621140	Property Owner	City Services	5460 151st Ave Nw		97.45	35.00	7.42	139.87
700054169	Property Owner	City Services	6259 144th Ln Nw		97.45	35.00	7.42	139.87
709834362	Property Owner	City Services	18055 Waco St Nw		97.45	35.00	7.42	139.87
734944	Property Owner	City Services	16795 Garnet St Nw		95.59	35.00	7.28	137.87
724308	Property Owner	City Services	6711 137TH AVE NW		93.10	35.00	7.09	135.19
725673	Property Owner	City Services	5639 157TH AVE NW		90.58	35.00	6.89	132.47
734936	Property Owner	City Services	5440 144TH AVE NW UNIT 12		88.45	35.00	6.73	130.18
721721	Property Owner	City Services	14401 TUNGSTEN WAY NW		86.32	35.00	6.57	127.89
735509	Property Owner	City Services	14566 RABBIT ST NW		85.90	35.00	6.54	127.44
727218	Property Owner	City Services	14660 Cobalt St Nw Unit 28		85.46	35.00	6.50	126.96
734994	Property Owner	City Services	7006 139th Ave Nw		85.08	35.00	6.48	126.56
680087075	Property Owner	City Services	7069 139th Ave		85.08	35.00	6.48	126.56
734974	Property Owner	City Services	4680 152nd Ct Nw		84.66	35.00	6.44	126.10
723268	Property Owner	City Services	7210 147th Ln Nw		84.20	35.00	6.41	125.61
721325	Property Owner	City Services	14076 DYSPROSIUM ST NW		83.69	35.00	6.37	125.06
615416800	Property Owner	City Services	14767 Kamacite St Nw		83.24	35.00	6.34	124.58
735199	Property Owner	City Services	7370 Bunker Lake Blvd Nw		83.12	35.00	6.33	124.45
734561	Property Owner	City Services	14101 Germanuim St Nw		82.50	35.00	6.28	123.78
397258191	Property Owner	City Services	15861 Jarvis St Nw		81.53	35.00	6.21	122.74
734492	Property Owner	City Services	17231 Zeolite St Nw		81.22	35.00	6.18	122.40

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735711	Property Owner	City Services	14658 Quartz Ter		81.17	35.00	6.18	122.35
713598964	Property Owner	City Services	15326 ZUNI CT		80.48	35.00	6.13	121.61
732765	Property Owner	City Services	6621 153RD CT NW		80.43	35.00	6.12	121.55
721327	Property Owner	City Services	7721 168th Ave Nw		79.64	35.00	6.06	120.70
722376	Property Owner	City Services	16225 Azurite St Nw		79.64	35.00	6.06	120.70
728319	Property Owner	City Services	7720 168th Ave Nw		79.64	35.00	6.06	120.70
729929	Property Owner	City Services	8645 176th Ave Nw		79.64	35.00	6.06	120.70
735087	Property Owner	City Services	7000 164th Ave Nw		75.84	35.00	5.77	116.61
721305	Property Owner	City Services	6161 144TH LN NW		70.43	35.00	5.36	110.79
732107	Property Owner	City Services	7959 177th Ave Nw		69.64	35.00	5.30	109.94
733737	Property Owner	City Services	16750 Wolverine Cir Nw		68.19	35.00	5.19	108.38
408799324	Property Owner	City Services	6341 167th Ave Nw Unit B		68.19	35.00	5.19	108.38
484524490	Property Owner	City Services	17960 St Francis Blvd Nw		68.19	35.00	5.19	108.38
725510	Property Owner	City Services	5578 153rd Ct Nw		67.66	35.00	5.15	107.81
447450668	Property Owner	City Services	7261 149th Ave Nw		67.39	35.00	5.13	107.52
735296	Property Owner	City Services	7334 Bunker Lake Blvd		66.96	35.00	5.10	107.06
719976	Property Owner	City Services	16000 Nowthen Blvd Nw		65.26	35.00	4.97	105.23
722317	Property Owner	City Services	8365 176th Ave Nw		65.26	35.00	4.97	105.23
722797	Property Owner	City Services	6611 155th Ave Nw		65.26	35.00	4.97	105.23
722807	Property Owner	City Services	16010 Nowthen Blvd Nw		65.26	35.00	4.97	105.23
724938	Property Owner	City Services	15730 Kangaroo St Nw		65.26	35.00	4.97	105.23
725027	Property Owner	City Services	17359 Puma St		65.26	35.00	4.97	105.23
726095	Property Owner	City Services	15255 Garnet St Nw		65.26	35.00	4.97	105.23
726393	Property Owner	City Services	15131 ALPACA ST NW		65.26	35.00	4.97	105.23
727293	Property Owner	City Services	17820 Fluorine St Nw		65.26	35.00	4.97	105.23
727328	Property Owner	City Services	17295 Variolite St Nw		65.26	35.00	4.97	105.23
727451	Property Owner	City Services	9000 181st Ave Nw		65.26	35.00	4.97	105.23
728561	Property Owner	City Services	17512 Rabbit St Nw		65.26	35.00	4.97	105.23
730078	Property Owner	City Services	15621 Nutria St Nw		65.26	35.00	4.97	105.23
730835	Property Owner	City Services	14401 Armstrong Blvd Nw		65.26	35.00	4.97	105.23
730837	Property Owner	City Services	6706 159th Ave Nw		65.26	35.00	4.97	105.23
731135	Property Owner	City Services	18050 Waco Dr Nw		65.26	35.00	4.97	105.23
731500	Property Owner	City Services	17630 Cobalt St Nw		65.26	35.00	4.97	105.23
731511	Property Owner	City Services	15910 Jasper St Nw		65.26	35.00	4.97	105.23
731546	Property Owner	City Services	17230 Zeolite St Nw		65.26	35.00	4.97	105.23
731762	Property Owner	City Services	9041 169TH AVENUE NW		65.26	35.00	4.97	105.23
731768	Property Owner	City Services	15040 Yakima St Nw		65.26	35.00	4.97	105.23
732406	Property Owner	City Services	7026 161ST LN NW		65.26	35.00	4.97	105.23
732852	Property Owner	City Services	15500 Marmoset St Nw		65.26	35.00	4.97	105.23
733517	Property Owner	City Services	14339 BOWERS DR NW		65.26	35.00	4.97	105.23

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733534	Property Owner	City Services	15804 Radium St Nw		65.26	35.00	4.97	105.23
733641	Property Owner	City Services	7830 156th Ave Nw		65.26	35.00	4.97	105.23
733685	Property Owner	City Services	17920 Uranium St Nw		65.26	35.00	4.97	105.23
735086	Property Owner	City Services	17720 Fluorine St Nw		65.26	35.00	4.97	105.23
735101	Property Owner	City Services	6430 164th Ln Nw		65.26	35.00	4.97	105.23
735103	Property Owner	City Services	7351 152nd Ave Nw		65.26	35.00	4.97	105.23
34572474	Property Owner	City Services	5143 179th Ln Nw		65.26	35.00	4.97	105.23
49713988	Property Owner	City Services	16021 Xenolith St Nw		65.26	35.00	4.97	105.23
56274644	Property Owner	City Services	7240 150th Ln Nw		65.26	35.00	4.97	105.23
56914708	Property Owner	City Services	7025 156th Ave Nw		65.26	35.00	4.97	105.23
60135030	Property Owner	City Services	5561 156th Ln Nw		65.26	35.00	4.97	105.23
383670962	Property Owner	City Services	16170 Olivine St Nw		65.26	35.00	4.97	105.23
485158339	Property Owner	City Services	15611 Marmoset St Nw		65.26	35.00	4.97	105.23
489883731	Property Owner	City Services	6441 153rd Ln Nw		65.26	35.00	4.97	105.23
495497520	Property Owner	City Services	5951 160th Ln Nw		65.26	35.00	4.97	105.23
603234106	Property Owner	City Services	7250 181st Ave Nw		65.26	35.00	4.97	105.23
610574308	Property Owner	City Services	17021 Helium St Nw		65.26	35.00	4.97	105.23
629901986	Property Owner	City Services	15427 Argon St Nw		65.26	35.00	4.97	105.23
640519724	Property Owner	City Services	15651 Ramsey Blvd Nw		65.26	35.00	4.97	105.23
648832858	Property Owner	City Services	6812 154th Ln Nw		65.26	35.00	4.97	105.23
660951883	Property Owner	City Services	7240 162nd Ln Nw		65.26	35.00	4.97	105.23
663774253	Property Owner	City Services	14543 Bowers Dr Nw		65.26	35.00	4.97	105.23
670521700	Property Owner	City Services	17416 Rabbit St Nw		65.26	35.00	4.97	105.23
676015703	Property Owner	City Services	15107 Ramsey Blvd Nw		65.26	35.00	4.97	105.23
677454508	Property Owner	City Services	6250 160th Ln Nw		65.26	35.00	4.97	105.23
735175	Property Owner	City Services	18020 Uranium St Nw		63.40	35.00	4.83	103.23
735682	Property Owner	City Services	15031 Ramsey Blvd Nw		62.25	35.00	4.74	101.99
735743	Property Owner	City Services	15111 Waco St Nw		59.32	35.00	4.51	98.83
735584	Property Owner	City Services	15257 VICUNA STREET NW		57.28	35.00	4.36	96.64
732836	Property Owner	City Services	15405 RADIUM ST		56.03	35.00	4.26	95.29
735207	Property Owner	City Services	14055 KRYPTON ST NW		56.01	35.00	4.26	95.27
735334	Property Owner	City Services	17514 RHINESTONE ST NW		56.01	35.00	4.26	95.27
719113	Property Owner	City Services	15431 Iguana St Nw		55.83	35.00	4.25	95.08
614208206	Property Owner	City Services	6220 MCKINLEY ST NW		55.55	35.00	4.23	94.78
622923248	Property Owner	City Services	6671 153RD CT NW		55.08	35.00	4.19	94.27
725890	Property Owner	City Services	15769 Potassium St Nw		54.79	35.00	4.17	93.96
45753592	Property Owner	City Services	6015 Radium Cir Nw		52.37	35.00	3.99	91.36
727425	Property Owner	City Services	15251 Fluorine St Nw		51.55	35.00	3.92	90.47
735324	Property Owner	City Services	6849 164th Ln Nw		50.35	35.00	3.83	89.18
719798	Property Owner	City Services	7096 139th Ave Nw		48.91	35.00	3.72	87.63

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735556	Property Owner	City Services	5430 144TH WAY NW UNIT 12		48.47	35.00	3.69	87.16
726743	Property Owner	City Services	17362 Rabbit St Nw		47.74	35.00	3.63	86.37
735434	Property Owner	City Services	7721 166th Ave Nw		47.70	35.00	3.63	86.33
729036	Property Owner	City Services	7014 139th Ave Nw		46.81	35.00	3.56	85.37
731592	Property Owner	City Services	13919 Garnet Ter Nw		46.81	35.00	3.56	85.37
705620589	Property Owner	City Services	14658 Quartz Ter		43.47	35.00	3.31	81.78
735396	Property Owner	City Services	7291 152nd Ln Nw		43.30	35.00	3.30	81.60
718482	Property Owner	City Services	7454 BUNKER LAKE BLVD		42.98	35.00	3.27	81.25
724024	Property Owner	City Services	14644 PERIDOT ST		42.98	35.00	3.27	81.25
727400	Property Owner	City Services	7261 147th Ter Nw		42.98	35.00	3.27	81.25
729100	Property Owner	City Services	7067 139th Ave		42.98	35.00	3.27	81.25
729494	Property Owner	City Services	14730 Cobalt St Nw Unit 44		42.98	35.00	3.27	81.25
729560	Property Owner	City Services	14560 Olivine Ter Nw		42.98	35.00	3.27	81.25
730443	Property Owner	City Services	7122 139th Ave		42.98	35.00	3.27	81.25
732030	Property Owner	City Services	14569 Olivine Way Nw		42.98	35.00	3.27	81.25
732416	Property Owner	City Services	14731 Cobalt St Nw Unit 19		42.98	35.00	3.27	81.25
732771	Property Owner	City Services	14565 Olivine Way Nw		42.98	35.00	3.27	81.25
732961	Property Owner	City Services	7264 147th Ter Nw		42.98	35.00	3.27	81.25
733262	Property Owner	City Services	7340 Bunker Lake Blvd Nw		42.98	35.00	3.27	81.25
734185	Property Owner	City Services	14763 Peridot St		42.98	35.00	3.27	81.25
734410	Property Owner	City Services	14587 Olivine Way Nw		42.98	35.00	3.27	81.25
734780	Property Owner	City Services	7300 147th Ter Nw		42.98	35.00	3.27	81.25
735245	Property Owner	City Services	14639 QUARTZ TER		42.98	35.00	3.27	81.25
687358480	Property Owner	City Services	5283 143RD AVE NW		38.02	35.00	2.89	75.91
725004	Property Owner	City Services	6284 144TH AVE NW		36.00	35.00	2.74	73.74
49113928	Property Owner	City Services	16350 Yolite St Nw		36.00	35.00	2.74	73.74
450826892	Property Owner	City Services	7652 158th Ave Nw		36.00	35.00	2.74	73.74
715435598	Property Owner	City Services	17151 Baugh St Nw		36.00	35.00	2.74	73.74
702358051	Property Owner	City Services	15620 Cobalt St Nw		35.40	35.00	2.69	73.09
729711	Property Owner	City Services	15041 Bison St Nw		35.04	35.00	2.67	72.71
42033220	Property Owner	City Services	16551 Ebony St Nw		34.87	35.00	2.65	72.52
719598	Property Owner	City Services	7100 166th Ave Nw		33.07	35.00	2.52	70.59
720394	Property Owner	City Services	17740 Vanadium St Nw		33.07	35.00	2.52	70.59
720860	Property Owner	City Services	7290 154th Ln Nw		33.07	35.00	2.52	70.59
721799	Property Owner	City Services	17319 Quicksilver St		33.07	35.00	2.52	70.59
721882	Property Owner	City Services	9195 164th Ln Nw		33.07	35.00	2.52	70.59
724251	Property Owner	City Services	7561 152nd Ln Nw		33.07	35.00	2.52	70.59
724379	Property Owner	City Services	16233 Marble St Nw		33.07	35.00	2.52	70.59
724784	Property Owner	City Services	9055 173rd Ave Nw		33.07	35.00	2.52	70.59
725007	Property Owner	City Services	15150 Kangaroo St Nw		33.07	35.00	2.52	70.59

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725113	Property Owner	City Services	7261 151st Ave Nw		33.07	35.00	2.52	70.59
726258	Property Owner	City Services	7720 170th Ave Nw		33.07	35.00	2.52	70.59
726304	Property Owner	City Services	7740 169th Ln Nw		33.07	35.00	2.52	70.59
726319	Property Owner	City Services	9020 168th Ave Nw		33.07	35.00	2.52	70.59
726492	Property Owner	City Services	6901 168th Ave Nw		33.07	35.00	2.52	70.59
728620	Property Owner	City Services	9140 167th Ave Nw		33.07	35.00	2.52	70.59
728726	Property Owner	City Services	8780 162ND LN NW		33.07	35.00	2.52	70.59
729047	Property Owner	City Services	17313 IODINE ST NW		33.07	35.00	2.52	70.59
729063	Property Owner	City Services	4720 153rd Ln Nw		33.07	35.00	2.52	70.59
730076	Property Owner	City Services	16405 Quartz St Nw		33.07	35.00	2.52	70.59
730252	Property Owner	City Services	14350 Bowers Dr Nw		33.07	35.00	2.52	70.59
730406	Property Owner	City Services	8901 175th Ln Nw		33.07	35.00	2.52	70.59
730576	Property Owner	City Services	5600 142ND AVE NW		33.07	35.00	2.52	70.59
730891	Property Owner	City Services	6109 174th Ave Nw		33.07	35.00	2.52	70.59
731339	Property Owner	City Services	7961 150th Ln Nw		33.07	35.00	2.52	70.59
731432	Property Owner	City Services	15150 Jackel St Nw		33.07	35.00	2.52	70.59
731434	Property Owner	City Services	14341 BOWERS DR NW		33.07	35.00	2.52	70.59
731677	Property Owner	City Services	4851 Salish Cir Nw		33.07	35.00	2.52	70.59
732414	Property Owner	City Services	17450 Baugh St Nw		33.07	35.00	2.52	70.59
732493	Property Owner	City Services	8230 154th Ln Nw		33.07	35.00	2.52	70.59
732570	Property Owner	City Services	16021 Ramsey Blvd Nw		33.07	35.00	2.52	70.59
733243	Property Owner	City Services	15121 Willemite St Nw		33.07	35.00	2.52	70.59
733341	Property Owner	City Services	15780 Andrie St Nw		33.07	35.00	2.52	70.59
733479	Property Owner	City Services	8781 Royal Ct		33.07	35.00	2.52	70.59
733519	Property Owner	City Services	17930 VANADIUM ST NW		33.07	35.00	2.52	70.59
733609	Property Owner	City Services	17931 Vanadium St Nw		33.07	35.00	2.52	70.59
733687	Property Owner	City Services	16220 Yttrium St Nw		33.07	35.00	2.52	70.59
733727	Property Owner	City Services	15340 Kangaroo St Nw		33.07	35.00	2.52	70.59
733968	Property Owner	City Services	7350 151st Ave Nw		33.07	35.00	2.52	70.59
734173	Property Owner	City Services	8141 154th Ave Nw		33.07	35.00	2.52	70.59
734409	Property Owner	City Services	15720 Andrie St Nw		33.07	35.00	2.52	70.59
734457	Property Owner	City Services	6134 158th Ln Nw		33.07	35.00	2.52	70.59
735315	Property Owner	City Services	6055 157th Ln Nw		33.07	35.00	2.52	70.59
735365	Property Owner	City Services	6410 172nd Ln Nw		33.07	35.00	2.52	70.59
33622379	Property Owner	City Services	5434 180th Ln Nw		33.07	35.00	2.52	70.59
34932510	Property Owner	City Services	17916 Junkite St Nw		33.07	35.00	2.52	70.59
34952512	Property Owner	City Services	18020 Vanadium St Nw		33.07	35.00	2.52	70.59
38472864	Property Owner	City Services	17403 Wolverine St Nw		33.07	35.00	2.52	70.59
39012918	Property Owner	City Services	16801 Tiger St Nw		33.07	35.00	2.52	70.59
44303447	Property Owner	City Services	15760 Juniper Ridge Dr Nw		33.07	35.00	2.52	70.59

Account No.	Account Name	Description	Property Address	A	Delinquent Amount	Admin Fee	Interest (6.0%)	Total Subject to Certification
50984115	Property Owner	City Services	8401 163rd Ave Nw		33.07	35.00	2.52	70.59
53284345	Property Owner	City Services	8300 Alpine Dr Nw		33.07	35.00	2.52	70.59
53434360	Property Owner	City Services	8111 151st Ln Nw		33.07	35.00	2.52	70.59
65255536	Property Owner	City Services	8221 158th Ave Nw		33.07	35.00	2.52	70.59
67255737	Property Owner	City Services	8141 153rd Ln Nw		33.07	35.00	2.52	70.59
71046115	Property Owner	City Services	16400 St Francis Blvd Nw		33.07	35.00	2.52	70.59
73102655	Property Owner	City Services	17601 Iguana St Nw		33.07	35.00	2.52	70.59
74525177	Property Owner	City Services	5959 Bunker Lake Blvd Nw		33.07	35.00	2.52	70.59
74922413	Property Owner	City Services	17855 Erkium St Nw		33.07	35.00	2.52	70.59
221892872	Property Owner	City Services	17121 Variolite St Nw		33.07	35.00	2.52	70.59
386814938	Property Owner	City Services	9016 Collins Dr Nw		33.07	35.00	2.52	70.59
446266610	Property Owner	City Services	16261 St Francis Blvd Nw		33.07	35.00	2.52	70.59
447096394	Property Owner	City Services	17014 St Francis Blvd Nw		33.07	35.00	2.52	70.59
480887974	Property Owner	City Services	7920 159th Ln Nw		33.07	35.00	2.52	70.59
486698255	Property Owner	City Services	16551 Variolite St Nw		33.07	35.00	2.52	70.59
640805671	Property Owner	City Services	16551 Dolomite St Nw		33.07	35.00	2.52	70.59
667012776	Property Owner	City Services	17320 Driscoll St Nw		33.07	35.00	2.52	70.59
668378003	Property Owner	City Services	15232 Zuni St Nw		33.07	35.00	2.52	70.59
670793347	Property Owner	City Services	16830 Radium St Nw		33.07	35.00	2.52	70.59
681251915	Property Owner	City Services	16427 Chameleon St Nw		33.07	35.00	2.52	70.59
693663749	Property Owner	City Services	16340 Yttrium St Nw		33.07	35.00	2.52	70.59
704575831	Property Owner	City Services	16355 Nowthen Blvd Nw		33.07	35.00	2.52	70.59
706799495	Property Owner	City Services	15700 St Francis Blvd Nw		33.07	35.00	2.52	70.59
708075369	Property Owner	City Services	15243 Yakima St Nw		33.07	35.00	2.52	70.59
711708649	Property Owner	City Services	7201 152nd Ave Nw		33.07	35.00	2.52	70.59
39142931	Property Owner	City Services	17115 Driscoll St Nw		32.19	35.00	2.45	69.64
733932	Property Owner	City Services	7279 147TH LN NW		31.47	35.00	2.40	68.87
735206	Property Owner	City Services	5440 144TH WAY NW UNIT 26		31.04	35.00	2.36	68.40
37932810	Property Owner	City Services	17421 Driscoll St Nw		30.06	35.00	2.29	67.35
70866097	Property Owner	City Services	14810 Bowers Dr Nw		30.06	35.00	2.29	67.35
730783	Property Owner	City Services	9014 169TH AVENUE NW		29.17	35.00	2.22	66.39
735836	Property Owner	City Services	7384 147th Ln Nw		28.65	35.00	2.18	65.83
735470	Property Owner	City Services	15505 Ramsey Blvd Nw		27.46	35.00	2.09	64.55
735613	Property Owner	City Services	14503 QUINTANA STREET NW		26.44	35.00	2.01	63.45
726093	Property Owner	City Services	15540 Traprock St Nw		26.08	35.00	1.98	63.06
735478	Property Owner	City Services	17605 Eaton St Nw		23.85	35.00	1.82	60.67
12591005	Property Owner	City Services	14425 POTASSIUM ST NW		23.50	35.00	1.79	60.29
735082	Property Owner	City Services	5636 154TH LANE NW		22.77	35.00	1.73	59.50
727889	Property Owner	City Services	16765 Nutria St Nw		20.81	35.00	1.58	57.39
728826	Property Owner	City Services	7097 167TH LN NW		20.38	35.00	1.55	56.93

Account No.	Account Name	Description	Property Address	A	Delinquent Amount	Admin Fee	Interest (6.0%)	Total Subject to Certification
735513	Property Owner	City Services	7239 153rd Ln Nw		20.24	35.00	1.54	56.78
730561	Property Owner	City Services	5011 179th Ln Nw		20.17	35.00	1.54	56.71
726043	Property Owner	City Services	14470 Bowers Dr Nw		20.03	35.00	1.52	56.55

Utility Billing Total: \$ 479,625.57 \$ 40,705.00 \$ 36,505.39 \$ 556,835.96

Company	Item	Property	Open Amt	Admin Fee	Interest	Total Certified
Property Owner	Citation 0166	15255 Tiger St NW	75.00	35.00	5.71	115.71
Property Owner	Citation 0463	17455 Nowthen Blvd	75.00	35.00	5.71	115.71
Property Owner	Citation 0136	15421 Nutria St NW	500.00	35.00	38.05	573.05
Property Owner	Citation 0141	7040 157th Lane NW	75.00	35.00	5.71	115.71
Property Owner	Voluntary Abatement	5431 164th Lane NW	1,620.28	35.00	123.32	1,778.60
Property Owner	Demo Property	15740 Ramsey Blvd	42,950.00	35.00	3,268.91	46,253.91
Property Owner	Asbestos Assessment	15740 Ramsey Blvd	575.00	-	43.76	618.76
Property Owner	Board up Broken Window	15740 Ramsey Blvd	100.05	-	7.61	107.66
Property Owner	7 Sign Violations	15283 Marmoset St NW	1,625.00	35.00	123.68	1,783.68
Property Owner	Admin Citation 0455	4990 150th Lane NW	500.00	35.00	38.05	573.05
Property Owner	Admin Citation 0168	7830 148th Lane NW	75.00	35.00	5.71	115.71
Property Owner	False Alarms	6459 144th Ave NW	75.00	35.00	5.71	115.71
Property Owner	Admin Citation 0159	17511 Unicorn St NW	75.00	35.00	5.71	115.71
Property Owner	Admin Citation 0139	15230 Uranimite St NW	75.00	35.00	5.71	115.71
Property Owner	Admin Citation 0451	15331 Krypton St NW	75.00	35.00	5.71	115.71
Property Owner	Admin Citation 0153	5840 141st Lane NW	75.00	35.00	5.71	115.71

Accounts Receivable Total: \$ 48,545.33 \$ 490.00 \$ 3,694.77 \$ 52,730.10

Total Accounts Subject to Property Tax Certification: \$ 528,170.90 \$ 41,195.00 \$ 40,200.16 \$ 609,566.06

2024 CERTIFICATION

Original Letters Sent 9/5/24

Number of UB Accts: 1163
 Number of Accounts Increased from 2023: 60
 Percentage of Accounts Increased from 2023: 5.44%

	Amount Delinquent	Admin Fee (\$35/acct)	Interest (6.0%)	Total Subject to Certification
Utility Accounts	479,625.57	40,705.00	36,505.39	556,835.96
Accounts Receivable	48,545.33	490.00	3,694.77	52,730.10
Total	528,170.90	41,195.00	40,200.16	609,566.06

2023 CERTIFICATION

Original Letters Sent 9/5/23

Number of UB Accts: 1103
 Number of Accounts Increased from 2022: 23
 Percentage of Accounts Increased from 2022: 2.09%

	Amount Delinquent	Admin Fee (\$35/acct)	Interest (6.0%)	Total Subject to Certification
Utility Accounts	376,074.74	38,570.00	28,499.97	443,144.71
Accounts Receivable	24,039.48	105.00	1,821.73	25,966.21
Total	400,114.22	38,675.00	30,321.70	469,110.92

2022 CERTIFICATION

Original Letters Sent 9/2/22

Number of UB Accts: 1080
 Number of Accounts Increased from 2021: 108
 Percentage of Accounts Increased from 2021: 10.00%

	Amount Delinquent	Admin Fee (\$30/acct)	Interest (5.50%)	Total Subject to Certification
Utility Accounts	340,166.02	32,370.00	23,579.05	396,115.07
Accounts Receivable	12,612.50	390.00	874.27	13,876.77
Total	352,778.52	32,760.00	24,453.32	409,991.84

Public Hearing Update 9/24/24

Number of UB Accts: 947
 Number of UB Accounts Brought Current Since Letters: 216
 Percentage of UB Accounts Brought Current Since Letters: 18.57%

	Amount Delinquent	Admin Fee (\$35/acct)	Interest (6.0%)	Total Subject to Certification
Utility Accounts	#REF!	-	-	#REF!
Accounts Receivable	#REF!	-	-	#REF!
Total	#REF!	-	-	#REF!

Public Hearing Update 9/26/23

Number of UB Accts: 947
 Number of UB Accounts Brought Current Since Letters: 156
 Percentage of UB Accounts Brought Current Since Letters: 85.86%

	Amount Delinquent	Admin Fee (\$35/acct)	Interest (6.0%)	Total Subject to Certification
Utility Accounts	339,479.24	33,110.00	25,726.64	398,315.88
Accounts Receivable	24,039.48	105.00	1,821.73	25,966.21
Total	363,518.72	33,215.00	27,548.37	424,282.09

Public Hearing Update 9/27/22

Number of UB Accts: 846
 Number of UB Accounts Brought Current Since Letters: 234
 Percentage of UB Accounts Brought Current Since Letters: 21.67%

	Amount Delinquent	Admin Fee (\$30/acct)	Interest (5.50%)	Total Subject to Certification
Utility Accounts	291,318.97	25,380.00	20,193.33	336,892.30
Accounts Receivable	12,612.50	390.00	874.27	13,876.77
Total	303,931.47	25,770.00	21,067.60	350,769.07

Final Certification - Post 11/15/24

Number of UB Accts: 647
 Number of UB Accounts Brought Current Since Letters: 516
 Percentage of UB Accounts Brought Current Since Letters: 44.37%

	Amount Delinquent	Admin Fee (\$35/acct)	Interest (6.0%)	Total Subject to Certification
Utility Accounts	241,965.11	22,645.00	18,336.89	282,947.00
Accounts Receivable	27,635.70	140.00	2,094.25	29,869.95
Total	269,600.81	22,785.00	20,431.14	312,816.95

Increase/(decrease) from prior year 246,815.81 2,353.86 (292,385.81) 312,816.95

Final Certification - Post 11/15/23

Number of UB Accts: 647
 Number of UB Accounts Brought Current Since Letters: 456
 Percentage of UB Accounts Brought Current Since Letters: 41.34%

	Amount Delinquent	Admin Fee (\$35/acct)	Interest (6.0%)	Total Subject to Certification
Utility Accounts	241,965.11	22,645.00	18,336.89	282,947.00
Accounts Receivable	27,635.70	140.00	2,094.25	29,869.95
Total	269,600.81	22,785.00	20,431.14	312,816.95

Increase/(decrease) from prior year 37,602.41 4,845.00 4,349.58 46,796.99

Final Certification - Post 11/15/22

Number of UB Accts: 591
 Number of UB Accounts Brought Current Since Letters: 489
 Percentage of UB Accounts Brought Current Since Letters: 45.28%

	Amount Delinquent	Admin Fee (\$30/acct)	Interest (5.50%)	Total Subject to Certification
Utility Accounts	219,710.90	17,580.00	15,229.82	252,520.72
Accounts Receivable	12,287.50	360.00	851.74	13,499.24
Total	231,998.40	17,940.00	16,081.56	266,019.96

Increase/(decrease) from prior year 67,329.51 2,940.00 4,667.53 74,937.04

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #24-244

RESOLUTION DECLARING COST TO BE ASSESSED AND CALLING FOR A PUBLIC HEARING ON PROPOSED ASSESSMENT FOR PAST-DUE CHARGES ON MUNICIPAL UTILITY BILLS (WHICH MAY INCLUDE WATER, SEWER, STREET LIGHTING, RECYCLING, STORM WATER CHARGES AND PENALTIES INCURRED) AND CURRENT SERVICES RENDERED

WHEREAS, the City of Ramsey provides varying services that are billed directly to residents through the municipal utility bill and through invoices; and

WHEREAS, the Finance Department has calculated the proper amount to be specially assessed against every assessable lot, without regard to cash valuation, as provided by law, and has on file in the city offices a copy of such proposed assessment for public inspection.

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

- 1) That the amount to be assessed against property owners is declared to be \$609,566.06 (includes administrative charges and interest from September 24, 2024 - December 31, 2025).
- 2) That the principal of the assessments shall be for one (1) year, payable with property taxes payable in 2025 and shall bear an administrative charge of \$35.00 for each delinquent bill and shall bear interest at the rate of 6.00 percent per annum from the date of the adoption of the assessment resolution.
- 3) That a public hearing shall be held on Tuesday, September 24, 2024 at 7:00 p.m. at Ramsey Municipal Center, to pass upon such proposed assessment and at such time and place all persons owing delinquent payments will be given an opportunity to be heard with reference to such assessments.
- 4) That the City Administrator is hereby directed to cause notice of the public hearing on the proposed assessment to be published in the official newspaper at least two weeks prior to the hearing. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearings.
- 5) That the owner of any property so assessed may, from the adoption of the assessment and by November 15, 2024, pay the whole assessment without interest charges accrued. Payments received after November 15, 2024 will be refused and the assessment will be certified to the County Auditor for the specified period of one year.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of September, 2024.

Mayor

ATTEST:

City Clerk

CC Regular Session New**Meeting Date:** 09/10/2024**Primary Strategic Plan Initiative:** Improve the safety and mobility of transportation corridors.**Title:**

Adopt Resolution #24-243 Approving Amended Cooperative Construction Agreement #1052605-1 for Improvement Project #20-11, Ramsey Gateway Highway 10 Improvements

Purpose/Background:**Purpose:**

The purpose of this case is to adopt Resolution #24-243 approving amended MnDOT Cooperative Construction Agreement No. 1052605A01 for Improvement Project #20-11, Ramsey Gateway Highway 10 Improvements.

Background:

Construction of grade-separation improvements on CSAH 56 (Ramsey Blvd) and CSAH 57 (Sunfish Lake Blvd) at the BNSF Railway and U.S. Highway 10 crossings are underway to improve traffic operations and safety. The proposed improvements, designated as Improvement Project #20-11, Ramsey Gateway Highway 10 Improvements, were designed and are being constructed in partnership with the City of Ramsey, Anoka County and the Minnesota Department of Transportation (MnDOT).

The proposed improvements generally include reconstructing portions of U.S. Highway 10/169, CSAH 56/Ramsey Boulevard, CSAH 57/Sunfish Lake Boulevard, and Riverdale Drive; constructing new frontage roads to remove private accesses onto Highway 10; constructing sidewalks, trails and pedestrian curb ramps; constructing bridges and roundabouts; extending/reconstructing municipal utilities; constructing a temporary traffic control signal system; establishing turf; and installing striping and signing.

Construction of the Ramsey Gateway Highway 10 Improvements project began in the Summer of 2023 with temporary widening improvements, and is proposed to conclude in 2026. The vast majority of work will occur in 2024 (primarily on Sunfish Lake Boulevard) and 2025 (primarily on Ramsey Boulevard).

To memorialize cost sharing and maintenance responsibilities for the Ramsey Gateway Highway 10 Improvements, the City of Ramsey adopted Resolution #23-238 on September 26, 2023, authorizing the Mayor and City Administrator to enter into updated MnDOT Cooperative Construction Agreement No. 1052605, a copy of which is attached.

On August 16, 2024, MnDOT submitted proposed amended Cooperative Construction Agreement No. 1052605A01 to City staff. The amended agreement contains revisions related to new bridge and non-motorized trail maintenance including adding Exhibit E to Article 1.6, revising Article 5.5, adding Articles 5.11, 5.12, 6.5, 6.6 and 6.7, and revising Article 8. Per the attached cover letter, MnDOT has requested that the City electronically sign the signature page and submit it with a supporting resolution. The same request has been made of Anoka County.

Time Frame/Observations/Alternatives:

Observations:

City staff reviewed attached amended MnDOT Cooperative Construction Agreement No. 1052605A01 and have no concerns related to the proposed revisions, which serve to better define maintenance responsibilities for bridges and non-motorized trails for all parties to the Agreement.

The City Attorney originally reviewed attached updated MnDOT Cooperative Construction Agreement No. 1052605 and approved the agreement as to legal form. The City Attorney was not asked to review attached amended Cooperative Construction Agreement No. 1052605A01 since the amendments are minor and do not impact the legal form of the agreement.

Funding Source:

Amended Cooperative Construction Agreement No. 1052605A01 does not impact project costs. Project costs remain unchanged from updated Cooperative Construction Agreement No. 1052605 approved September 26th, 2023.

Recommendation:

Staff recommends approving amended MnDOT Cooperative Construction Agreement No. 1052605A01.

Outcome/Action:

Motion to adopt Resolution #24-243 approving amended MnDOT Cooperative Construction Agreement No. 1052605A01 for Improvement Project #20-11, Ramsey Gateway Highway 10 Improvements.

Attachments

- Updated CCA 1052605
- Amended CCA 1052605A01
- MnDOT Cover Letter
- Resolution 24-243

Form Review

Inbox

Brian Hagen

Form Started By: Bruce Westby

Final Approval Date: 09/04/2024

Reviewed By

Brian Hagen

Date

09/04/2024 07:00 PM

Started On: 08/19/2024 01:02 PM

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
ANOKA COUNTY
AND
CITY OF RAMSEY
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number:	<u>0202-116</u>	Total Original State Obligation
Trunk Highway Number:	<u>10=003</u>	<u>\$22,350,337.45</u>
State Project Number:	<u>002-596-026</u>	State Federal Funds
State Project Number:	<u>002-656-001</u>	<u>\$3,200,000.00</u>
State Project Number:	<u>002-657-003</u>	State SRC Funds
State Project Number:	<u>199-113-003</u>	<u>\$8,800,000.00</u>
State Project Number:	<u>199-115-006</u>	State Bond Funds
Federal Project Number:	<u>NHFP-STBG 0010(340)</u>	<u>\$10,350,337.45</u>
Lighting System A Feed Point No.:	<u>F04R</u>	Estimated Amount Receivable From the City
Lighting System B Feed Point No.:	<u>F04W</u>	<u>\$11,021.57</u>
Lighting System C Feed Point No.:	<u>F04U</u>	
Lighting System D Feed Point No.:	<u>F04Y</u>	
Lighting System E Feed Point No.:	<u>City</u>	
Lighting System F Feed Point No.:	<u>City</u>	
Lighting System G Feed Point No.:	<u>City</u>	
Lighting System H Feed Point No.:	<u>City</u>	
Bridge Numbers:	<u>02061, 02062</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation (State), Anoka County, acting through its Board of Commissioners (County), and the City of Ramsey, acting through its City Council (City).

Recitals

1. The County will perform grading, bituminous surfacing, ADA improvements, retaining walls, noise walls, high tension cable guardrail, TMS, lighting, roundabouts, and Bridges 02061, 02062, 02591, and 02592 construction and other associated construction upon, along, and adjacent to Trunk Highway (TH) 10 from 0.37 miles east of Armstrong Boulevard (County State Aid Highway [CSAH] 83) TO 0.57 miles east of Sunfish Lake Boulevard (CSAH 57) and on CSAH 56 from 0.02 miles south of TH 10/169 to 0.40 miles south of Bunker Lake Boulevard (CSAH 116) and on CSAH 57 from TH 10/169 to 0.11 miles south of Bunker Lake Boulevard (CSAH 116) and on Riverdale Drive from 0.15 miles west of Ramsey Boulevard to 0.13 miles east of Ramsey Boulevard, and on Sunfish Lake Boulevard from Riverdale Drive to TH 10 according to County-prepared plans, specifications, and special provisions designated by the County as State Project (SP) 002-596-026 and by the City and the State as SP 0202-116 (TH 10=003) (Project); and
2. The County requests the State participate in the costs of the grading, bituminous surfacing, ADA improvements, retaining walls, noise walls, high tension cable guardrail, TMS, lighting, and roundabouts construction and the State is willing to participate in the costs of said construction; and

3. The County requests the State provide construction engineering to consist of construction inspection, surveys and staking, and materials inspection and the State is willing to provide said construction engineering; and
4. The City requests that it perform construction engineering to consist of construction inspection and materials inspection in connection with the City water main and sanitary sewer construction and the State and the County concur in that request; and
5. The City will participate in the cost of the State performed surveys and staking construction engineering for the City water main and sanitary sewer construction; and
6. The Project has been determined to be eligible for the expenditure of Federal-Aid funds and is programmed in the federally approved STIP for the fiscal year 2023, and is identified in MnDOT records as State Project 0202-116 and in the Federal Highway Administration's records as Minnesota Project NHFP-STBG 0010(340); and
7. MnDOT Contract 1052131, which has been executed between the County and the State, appoints the State as the County's agent to receive and disburse transportation related federal funds and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the County; and
8. The Federal-Aid funds available to the State for the construction contract are capped upon the award of the construction contract and will be paid to the County through the State Aid Finance Office under the Delegated Contract Process on a reimbursable basis after expenses have been incurred; and
9. The County has received Federal-Aid funds and will make those available to the State for the State portion of the contract. The Federal-Aid funds will be paid to the County through the State Aid Finance Office under the Delegated Contract Process on a reimbursable basis after expenses have been incurred; and
10. The State Federal-Aid funds will be paid to the County, up to a capped amount, under the Delegated Contract Process on a reimbursable basis after expenses have been incurred, as set forth in this Agreement; and
11. The State funds will be paid to the County, up to a capped amount, as set forth in this Agreement; and
12. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205; and
13. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. *Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 6. Maintenance by the County; 7. Roundabout Maintenance; 8. Bridge Ownership and Maintenance; 14. Liability; Worker Compensation Claims; Insurance; 17. State Audits; 18. Government Data Practices; 20. Governing Law; Jurisdiction; Venue; and 22. Force Majeure.

- 1.4. **Plans, Specifications, and Special Provisions.** State-approved County plans, specifications, and special provisions designated by the County as SP 002-596-026 and by the City and the State as SP 0202-116 (TH 10=003) are on file in the office of the County's Engineer and incorporated into this Agreement by reference (Project Plans).
- 1.5. **Duties of the County.** The County will perform all of its duties and obligations in MnDOT Contract 1052131, which is incorporated herein by reference, in the solicitation, letting, award, and administration of the construction of the Project.
- 1.6. **Exhibits.** Preliminary Schedule "I" is attached and incorporated into this Agreement. Exhibit A – Signing Ownership and Maintenance, Exhibit B – Drainage Ownership and Maintenance, Exhibit C – Wall Maintenance, and Exhibit D – Lighting Maintenance are on file in the office of the State's Cooperative Agreements Engineer at Saint Paul and incorporated into this Agreement by reference.

2. Right-of-Way Use

- 2.1. **Limited Right to Occupy.** The State grants to the County and the City (and their contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the Project and administering such construction and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this Project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the County or the City (or their contractors or consultants) for revoking this right of occupancy.
- 2.2. **State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the County or the City or their contractors. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may notify and require the County and the City (and their contractors and consultants) to suspend their operations until the County and the City (and their contractors and consultants) take all necessary actions to rectify the situation to the satisfaction of the State. The State will have no liability to the County or the City (or their contractors or consultants) for exercising or failing to exercise its rights under this provision.
- 2.3. **Traffic Control; Worker Safety.** While the County and the City (and their contractors and consultants) are occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All County, City, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. **State Ownership of Improvements.** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the County's contractor with respect to such improvements (if any) will flow to the State. The County will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the County's consultants and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the County will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the County's consultants and contractors.

2.5. Utility Relocation. The State authorizes the County to issue Notices and Orders for utility relocation in accordance with Minnesota Statutes §161.45 and Minnesota Rules Part 8810.3100 through 8810.3600.

3. Contract Award and Construction

3.1. Bids and Award. The County will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.

3.2. Bid Documents Furnished by the County. The County will, within seven days of opening bids for the construction contract, submit to the State's District Engineer a copy of the low bid and an abstract of all bids together with the County's request for concurrence by the State in the award of the construction contract. The County will not award the construction contract until the State advises the County in writing of its concurrence.

3.3. Rejection of Bids. The County may reject and the State may require the County to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the County will repeat the bidding process in a reasonable period of time, without cost or expense to the State.

3.4. Contract Terms. The County's contract with its construction contractor(s) must include the following terms:

- A.** A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's Right-of-Way; and
- B.** A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and
- C.** A clause stating that any warranties provided by the contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.

3.5. Direction, Supervision, and Inspection of Construction

- A.** The contract construction will be under the direction of the County and under the supervision of a registered professional engineer; however, the State will perform construction inspection, materials inspection, and surveys and staking for all construction items except for the City water main and sanitary sewer construction. The City will be responsible for the construction engineering for the City water main and sanitary sewer construction including, but not limited to, construction inspection and materials inspection. The State will provide surveys and staking for the City water main and sanitary sewer construction. The County will give the State Aid Agreements Engineer at Roseville five days' notice of its intention to start the contract construction.
- B.** Responsibility for the control of materials for the contract construction will be on the County and its contractor and will be carried out according to Specifications 1601 through and including 1609 in the State's current *Standard Specifications for Construction*.

3.6. Contaminated Soils and Groundwater within the State's Cost Participation Limits

- A. 24 Hour Notification.** The County will notify the State District Engineer's authorized representative a minimum of 24 hours prior to the contractor beginning the excavation and removal of any contaminated soils that have been identified within the Project limits.

- B. *Immediate Notification.*** The County will notify the State District Engineer's authorized representative immediately upon the contractor encountering contaminated soils and/or groundwater in areas that are within the Project limits. The County will confer with the State as to the handling, disposal, and any other issues related to contaminated materials found on State Right-of-Way or import of materials onto State Right-of-Way.
- C. *Environmental Consultant.*** The County will provide for an Environmental Consultant to be on site to observe and document the excavation, handling, and disposal of contaminated soils that have been identified within the Project limits. If the contractor encounters contaminated materials in areas not previously identified and upon notification by the County to the State, the County hired Environmental Consultant will be provided to collect and analyze soil and/or groundwater samples to determine contaminant levels, work with the landfill for disposal of the soil waste, and provide oversight of any soil and groundwater handling and disposal. The County will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.
- 3.7. *Completion of Construction.*** The County will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate County official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.
- 3.8. *Plan Changes.*** The State will not participate in the cost of any contract construction that is in addition to the State participation construction covered under this Agreement unless the following conditions have been met:
- A.** The necessary State funds have been encumbered.
- B.** All changes in the Project Plans and all addenda, change orders, supplemental agreements, and work orders entered into by the County and its contractor for State participation construction are approved in writing by the State District Engineer's authorized representative.
- 3.9. *State Furnished Engineering Services.*** Upon written request from the County, the State may furnish specific engineering or technical services, pursuant to Minnesota Statutes § 161.39. Such services may be covered by other technical services agreements. The County will pay the State to reimburse the Trunk Highway Fund for the full cost and expense of furnishing such services upon the State's requests for reimbursement. The costs and expenses will include the current State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Providing such services will not make the State a principal or co-principal with respect to liability regarding the contract construction.
- 3.10. *Compliance with Laws, Ordinances, and Regulations***
- A.** The County will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the County will not require the contractor to follow local ordinances or to obtain local permits.
- B.** County treatment of all public, private, or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way will conform to 23 CFR 645 "Utilities" which is incorporated into this Agreement by reference.
- 4. *Right-of-Way; Easements; Permits; State Field Office***
- 4.1.** The County will obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract

construction. Before payment by the State, the County will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits, and other permits and sanctions required for State participation construction covered under this Agreement.

- 4.2. The County will convey to the State by quit claim deed all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project at no cost or expense to the State.
- 4.3. The County will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.
- 4.4. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).
- 4.5. The City will submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, under Minnesota Statutes § 115.07 or Minnesota Rules 7001.1030, subpart 2C, either a permit or written waiver from that agency for that construction or reconstruction. The City is advised that under Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.
- 4.6. The City will obtain, through the District's Right-of-Way Area Manager, a Limited Use Permit (LUP), currently LUP 0202-0108, to cover the City's liability responsibilities of trails to be constructed upon the State's Right-of-Way.
- 4.7. During the Project, the State (MnDOT) requires space along the Project corridor for field office operations, construction staging, equipment storage, and related activities. The County acquired property located at 7751 Hwy 10 NW in Ramsey (PID# 28-32-25-31-0021) platted as Parcels 1, 2, and 142 of Anoka County Highway Right-of-Way Plat No. 102 (identified as Parcels A, B, and C in the parcel depiction) (the "Property"). The County agrees that the State may use the county's Property, including land and buildings, for its field operations through completion of the Project on or about May 31, 2026.
- 4.8. The State acknowledges that the County has entered into a private lease involving land directly adjacent to the Property that will be used by the State. The State consents to such concurrent use and will ensure that the adjacent parcel is not obstructed and shall have clear access during the Project.
- 4.9. State and County shall each be responsible for its own acts, omissions, and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the others and the results thereof. Minnesota Statutes Section 3.736 and Chapter 466 and other applicable laws govern liability of the parties as to the State's use of County Property.
- 4.10. Any State contractors occupying space on the Property shall provide the State and County with properly executed certificate(s) of insurance, including all required endorsements, naming County as additional insured and demonstrating general liability coverage of not less than \$2 mil. per occurrence, auto liability of not less than \$1 mil. per occurrence, and minimum limits of liability for worker's compensation in accordance with applicable state law coverage for all employees.

5. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- 5.1. **Roadways.** Maintenance of the NW Frontage Road, North Frontage Road, NE Frontage Road, and Riverdale Drive. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted City maintenance practices.

5.2. Storm Sewers. Routine maintenance of storm sewer facilities construction as shown on Exhibit B – Drainage Ownership and Maintenance. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation, and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.

5.3. Stormwater Basin Responsibilities

A. Old Holiday Stormwater Basin

The City will share the maintenance responsibilities of the Old Holiday stormwater basin. Maintenance will include, but not be limited to, litter, debris and silt removal, mowing, erosion repairs, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation, or accelerated deterioration of the facilities. The City will be responsible, to the extent provided by law, for its own acts and omissions in connection with maintaining the stormwater basin.

The State will share in the cost of future major maintenance at a rate based on the ratio of contributing water volume entering into the basin at the time that the major maintenance is required. The State's contributing water volume entering into the basin at the time it was designed is 26 percent. Major maintenance includes, but is not limited to, removal of sediment, repair of major erosion problems, major structure and entrance pipe repair, and any other major maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation, or accelerated deterioration of the facilities. The State and the City may enter into a separate agreement to define additional responsibilities for maintenance of the basin.

The State will share in all responsibilities, obligations, and liabilities arising out of or by reason of the drainage collecting into and being discharged from the basin. The State will share such responsibilities, obligations, and liabilities at a rate based on the ratio of contributing water volume entering into the basins as referenced in the previous paragraph; however, contributing water volume ratios may change based on development and alteration of land use in the vicinity.

B. Kilo Wet Basin, Juliet Infiltration Basin, and India Infiltration Basin

The City will share in the cost of future major maintenance at a rate based on the ratio of contributing water volume entering into the basin at the time that the major maintenance is required. The City's contributing water volume entering into the basins at the time they were designed is 76 percent for the Kilo wet basin, 89 percent for the Juliet infiltration basin, and 84 percent for the India infiltration basin. Major maintenance includes, but is not limited to, removal of sediment, repair of major erosion problems, major structure and entrance pipe repair, and any other major maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation, or accelerated deterioration of the facilities. The State and the City may enter into a separate agreement to define additional responsibilities for maintenance of the basins.

The City will share in all responsibilities, obligations, and liabilities arising out of or by reason of the drainage collecting into and being discharged from the basin. The City will share such responsibilities, obligations, and liabilities at a rate based on the ratio of contributing water volume entering into the basins as referenced in the previous paragraph; however, contributing water volume ratios may change based on development and alteration of land use in the vicinity.

5.4. Municipal Utilities. Maintenance of any municipal-owned utilities construction, without cost or expense to the State.

5.5. Trails. Maintenance of any trail construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation

control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the trails in a safe and usable condition. The LUP, currently LUP 0202-0108, will address additional maintenance and liability responsibilities for the nonmotorized trail.

- 5.6. **Retaining Walls.** Maintenance of retaining wall construction as shown on Exhibit C – Wall Maintenance. Maintenance includes graffiti removal and any other maintenance activities necessary to perpetuate the walls in a safe, usable, and aesthetically acceptable condition.
- 5.7. **Noise Walls.** Maintenance of the non-highway side of noise wall construction as shown on Exhibit C – Wall Maintenance. Maintenance includes vegetation control, graffiti removal on the non-highway side, and any other maintenance activities necessary to perpetuate the walls in a safe, usable, and aesthetically acceptable condition.
- 5.8. **Signing.** Exhibit A – Signing Ownership and Maintenance shows the signs that will be maintained by the City according to City maintenance practices.
- 5.9. **Lighting.** Maintenance and ownership of lighting facilities construction as shown on Exhibit D – Lighting Maintenance. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.
- 5.10. **Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

6. Maintenance by the County

Upon completion of the Project, the County will provide the following without cost or expense to the State:

- 6.1. **Storm Sewers.** Routine maintenance of storm sewer facilities construction as shown on Exhibit B – Drainage Ownership and Maintenance. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation, and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 6.2. **Signing.** Exhibit A – Signing Ownership and Maintenance shows the signs that will be maintained by the County according to County maintenance practices.
- 6.3. **Retaining Walls.** Maintenance of retaining wall construction as shown on Exhibit C – Wall Maintenance. Maintenance includes graffiti removal and any other maintenance activities necessary to perpetuate the walls in a safe, usable, and aesthetically acceptable condition.
- 6.4. **Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

7. Roundabout Maintenance

Maintenance will be as described below for the roundabouts at the intersections of TH 10 and Ramsey Boulevard, the North Frontage Road, and the Ramsey Boulevard westbound exit ramp (Ramsey Boulevard North Roundabout), Ramsey Boulevard, Riverdale Drive, and the Ramsey Boulevard eastbound exit ramp (Ramsey Boulevard South Roundabout), Sunfish Lake Boulevard, the Northeast Frontage Road, and the Sunfish Lake Boulevard westbound exit ramp (Sunfish Lake Boulevard North Roundabout), and Sunfish Lake Boulevard and the Sunfish Lake eastbound entrance and exit ramps (Sunfish Lake Boulevard South Roundabout).

- 7.1. Roundabout Approaches.** The State, County, and City will each provide maintenance of their respective approaches up to the curb line of the outer circle of the roundabouts. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted County and City maintenance practices.
- 7.2. Roundabout Circle.** The State, County, and City will provide for snow, ice and debris removal of the roadway portion of the roundabout circle in conjunction with ongoing maintenance activities of their respective roadway approaches to the roundabout circle. The State will provide for resurfacing, seal coating, and any other maintenance activities necessary to perpetuate the roadway portion of the roundabout circle in a safe and usable condition.
- 7.3. Roundabout Landscaping.** The City will provide maintenance of any landscaping in the roundabouts. Maintenance includes but is not limited to, vegetation control, litter and debris removal, removal and replacement of all dead or diseased plantings, and any other maintenance activities necessary to perpetuate the landscaping in a safe, usable, and aesthetically acceptable condition.
- 7.4. Lighting.** Maintenance of lighting at and approaching the roundabout, including all legs and within the roundabout, will be shared between the State and the City. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility. The City will be responsible for minor maintenance, including, but not limited to re-lamping or LED luminaire replacement, repair or replacement of all damaged luminaire glassware, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, and painting of poles and other equipment, if applicable, for the entire system. The State will be responsible for major maintenance, including, but not limited to Gopher State One Call (GSOC) locates, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, loose connections, damaged foundations, defective starter boards or drivers, damaged fuse holders, and blown fuses for the entire system.

8. Bridge Ownership and Maintenance

- 8.1. Bridge 02061 (Ramsey Boulevard over TH 10) and Bridge 02061 (Sunfish Lake Boulevard over TH 10).** The State will share ownership responsibilities for the bridges with the County. The State will be listed as the owner of the bridges in the National Bridge Inspection Standards database. State, County, and City responsibilities for the bridges are as follows:
 - A. County Responsibilities.** The County will be responsible for minor maintenance and repair, which includes all non-structural maintenance activities on the bridges, without any cost to the State. Minor maintenance and repair includes, but is not limited to, keeping the roadway, bridge deck, shoulders, medians, and gutters clear of ice, snow, litter, and debris, appropriate disposal of such material, pavement markings, guardrail, non-structurally supported signing for the purpose of CSAH 56 and CSAH 57 traffic, and any other maintenance activities necessary to perpetuate the bridges in a safe, usable, and aesthetically acceptable condition. The County will be responsible for oversize, overweight, and special use permits.
 - B. City Responsibilities.** The City will be responsible for maintenance of any sidewalk and/or trail on the bridges and approach panels, without any cost to the State. Maintenance includes, but is not limited to,

snow, ice, debris, and graffiti removal, pavement marking maintenance, and signing maintenance. The City will own and maintain non-standard (aesthetic) elements such as decorative lighting, ornamental metal railing and any elements later added to the bridge. Maintenance of the aesthetic elements includes, but is not limited to, graffiti removal and other routine maintenance activities necessary to perpetuate the aesthetic elements in a safe, usable, and aesthetically acceptable condition.

- C. *State Responsibilities.*** The State will perform structural inspections and major maintenance of the bridges without any cost to the County. Major maintenance includes all structural related maintenance, including expansion joint flushing, deck crack sealing, crack sealing trails on the bridge and on approach panels, painting, overlays, redecking and rehabilitation of the bridge, concrete bridge approach panels, and structurally-supported signing on the bridge. The State will be responsible for maintenance of all guardrails on TH 10 below the bridges, roadway signing that is attached to the bridges for the purpose of TH 10 traffic, non-ornamental fencing on the Trunk Highway Right-of-Way, and graffiti removal within the control of access below the bridges. The State will determine the safe load rating for the bridges. The State will provide emergency response for traffic hits and restitution from insurance companies or private parties who have damaged the bridges.

9. State Cost and Payment by the State

- 9.1. *State Cost.*** The State's cost for grading, bituminous surfacing, ADA improvements, retaining walls, noise walls, high tension cable guardrail, TMS, lighting, and roundabouts construction is defined in the construction plan and the attached Schedule "I" and is reflective of the Participation Distribution prepared by the Office of State Aid for Local Transportation.
- A. *State Federal-Aid Funds and State Match to the Federal-Aid Funds.*** **\$3,200,000.00** is the State Federal-Aid funded portion and **\$800,000.00** is the State Match to the State Federal-Aid funds of the State construction cost share and will be paid to the County through the State Aid Finance Office under the Delegated Contract Process (State Aid Manual, Chapter 5.3). The State Federal-Aid funds and State match to Federal-Aid funds will be capped at **\$4,000,000.00**.
- B. *State SRC Funds.*** **\$8,000,000.00** is the capped amount of the estimated State funded construction cost share and will be paid to the County through the State Aid Finance Office under the Delegated Contract Process (State Aid Manual, Chapter 5.3).
- C. *State Bond Funds.*** **\$10,350,337.45** is the capped amount of the estimated State bond funded construction cost share and will be paid to the County through the State Aid Finance Office under the Delegated Contract Process (State Aid Manual, Chapter 5.3).
- 9.2. *Limitations of State Payment; No State Payment to Contractor.*** The State's participation in the contract construction is limited to the estimated amounts shown in Article 10.1, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the County. The County's contractor is not intended to be and will not be deemed to be a third-party beneficiary of this Agreement. The County's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the County by the County's contractor.
- 9.3. *Schedule "I".*** The Preliminary Schedule "I" includes all anticipated State participation construction items covered under this Agreement. The Preliminary Schedule "I" is based upon estimated quantities and estimated unit prices. After the construction contract is awarded, the State will prepare a Revised Schedule "I" based on construction contract unit prices and based upon the Participation Distribution prepared by the Office of State Aid for Local Transportation. The Revised Schedule "I" will replace and supersede the Preliminary Schedule "I".

- 9.4. Addenda, Change Orders, Supplemental Agreements, and Work Orders.** The State will share in the costs of construction contract addenda, change orders, supplemental agreements, and work orders that are necessary to complete the State participation construction covered under this Agreement and are approved in writing by the State District Engineer's authorized representative.
- 9.5. Liquidated Damages.** All liquidated damages assessed the County's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.
- 9.6. Records Keeping and Invoicing by the County.** The State will provide the County with a Payment Processing Package containing a Modified Schedule "I" form, instructions, and samples of documents for processing final payment of the State participation construction covered under this Agreement.

The County will keep records and accounts that enable it to provide the State with the following prior to final payment:

- A. A copy of the Modified Schedule "I" which includes final quantities of State participation construction.
 - B. Copies of the County contractor's invoice(s) covering all contract construction.
 - C. Copies of the endorsed and canceled County warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate County official that final construction contract payment has been made.
 - D. Copies of all construction contract change orders, supplemental agreements, and work orders.
 - E. A certification form, attached to a copy of the Final Schedule "I", both provided by the State. The certification form will be signed by the County's Engineer in charge of the contract construction attesting to the following:
 - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
 - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current *Standard Specifications for Construction*.
 - iii. Full payment by the County to its contractor for all contract construction.
 - F. When requested, copies certified by the County's Engineer, of material sampling reports and material testing results for the materials furnished for the contract construction.
 - G. A copy of the "as built" plan sent to the State Aid Agreements Engineer.
 - H. A formal invoice (original and signed) in the amount due the County as shown in the Final Schedule "I".
- 9.7. Final Payment by the State.** Upon completion of all contract construction, the State will prepare a Final Schedule "I" in conjunction with the Delegated Contract Process. The Final Schedule "I" will be based on final quantities, and include all State participation construction items covered under this Agreement. If the final cost of the State participation construction exceeds the amount of funds advanced by the State, the State will pay the difference to the County without interest. If the final cost of the State participation construction is less than the amount of funds advanced by the State, the County will refund the difference to the State without interest.

The State and the County waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

10. Basis of City Cost

- 10.1. Schedule "I".** The Preliminary Schedule "I" includes the City's anticipated construction engineering cost share covered under this Agreement and is based on anticipated City participation construction items and engineer's estimated unit prices.
- 10.2. Construction Engineering Costs.** The City will pay a construction engineering charge equal to 2 percent of the total City water main and sanitary sewer construction and 5 percent of the remaining City participation construction covered under this Agreement.
- 10.3. Plan Changes, Additional Construction, Etc.** The State reserves the right to invoice the City for the cost of any additional construction engineering cost share resulting from any City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

11. City Cost and Payment by the City

- 11.1. City Cost. \$11,021.57** is the City's estimated share of the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 11.2. Conditions of Payment.** The City will pay the State the City's total estimated construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:
- A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
 - B. The City's receipt of a written request from the State for the advancement of funds.
- 11.3. Final Payment by the City.** Upon completion of all contract construction and upon computation of the final amount due the County's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities and include the City's construction engineering cost share covered under this Agreement. If the final cost of the City's construction engineering cost share exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City's construction engineering cost share is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

12. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

12.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, Saint Paul, MN 55155
 Telephone: (651) 366-4634
 Email: malaki.ruranika@state.mn.us

12.2. The County's Authorized Representative will be:

Name, Title: Joe MacPherson, Transportation Division Manager/County Engineer (or successor)
 Address: 1440 Bunker Lake Boulevard NW, Andover, MN 55304
 Telephone: (763) 324-3199
 Email: joe.macpherson@co.anoka.mn.us

12.3. The City's Authorized Representative will be:

Name, Title: Bruce Westby, City Engineer/Public Works Director (or successor)
 Address: 7550 Sunwood Drive NW, Ramsey, MN 55303
 Telephone: (763) 433-9825
 Email: bwestby@cityoframsey.com

13. Assignment; Amendments; Waiver; Contract Complete

13.1. Assignment. No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the County and/or the City from contracting with a third party to perform County or City maintenance responsibilities covered under this Agreement.

13.2. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

13.3. Waiver. If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

13.4. Contract Complete. This Agreement contains all prior negotiations and agreements between the State, the County, and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind any party.

14. Liability; Worker Compensation Claims; Insurance

14.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the County and the City. Notwithstanding the foregoing, the County and the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorney's fees), and expenses arising in connection with the Project covered by this Agreement, regardless of whether such claims are asserted by the County's contractor(s) or consultant(s) or by a third party because of an act or omission by the County or its contractor(s) or consultant(s).

14.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

14.3. The County may require its contractor to carry insurance to cover claims for damages asserted against the County's contractor.

15. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

16. Title VI/Non-discrimination Assurances

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

17. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's and the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

18. Government Data Practices

The County, the City, and the State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County and the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by the County, the City, or the State.

19. Telecommunications Certification

By signing this Agreement, the County certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, the County will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The County will include this certification as a flow down clause in any contract related to this Agreement.

20. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

21. Termination; Suspension

21.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

21.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County and the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County and/or the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

21.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

22. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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DEPARTMENT OF TRANSPORTATION

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: Marcia Guerra Digitally signed by Marcia Guerra
Date: 2023.09.28 15:36:33 -05'00'

Date: _____

SWIFT Purchase Order: 3000710184

ANOKA COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: Matthew J. Look
Chair, Anoka County Board of Commissioners

Date: 9/8/2023

By: Rhonda Sivarajah
Rhonda Sivarajah, County Administrator

Date: 9/8/2023

Recommended for Approval:

By: Joe MacPherson
Joe MacPherson, P.E. Anoka County Engineer
Chief Officer, Transportation Division

Date: 9/8/2023

Approved as to form:

By: Christine Carney
Christine Carney, Assistant Anoka County Attorney
9/8/2023

Recommended for Approval:

By: Michael Barnes Digitally signed by Michael Barnes
Date: 2023.10.02 10:41:29 -05'00'
(District Engineer)

Date: _____

Approved: Tom Styrbicki Digitally signed by Tom Styrbicki
Date: 2023.10.02 10:52:41 -05'00'
By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: (With Delegated Authority) Sara Friedland
10/10/2023

Date: _____

MnDOT Contract No.: 1052605

CITY OF RAMSEY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: Mark E. Ferguson

Title: Mayor

Date: 9-26-2023

By: Tracy H. Hagg

Title: City Administrator

Date: 09-26-23

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"
Agreement 1052605
Anoka County and City of Ramsey

SP 0202-116 (TH 10=003) Preliminary: August 18, 2023
 SPs 002-596-026, 002-656-001, 002-657-003, 199-113-003, 119-115-006
 Federal Project NHFP-STBG 0010(340)

Grading, bituminous surfacing, ADA improvements, retainin walls, noise walls, high tension cable guardrail, TMS, lighting, roundabouts, and Bridges 02061, 02062, 0291, and 02592 construction, performed under City contract with _____, located on TH 10 from 0.37 miles east of Armstrong Blvd. (CSAH 83) to 0.57 miles east of Sunfish Lake Blvd. (CSAH 57) and on CSAH 56 from 0.02 miles south of TH 10/169 to 0.4 miles south of Bunker Lake Blvd (CSAH 116) and on CSAH 57 from TH 10/169 to 0.11 miles south of Bunker Lake Blvd (CSAH 116)

STATE COST PARTICIPATION							
	SA Fed.	SA Fed. Match	TH Fed.	TH Fed. Match	SP 0202-116	SP 0202-116	TOTAL STATE
	80%	20%	80%	20%	No Fed.	No Fed.	COST
	Bond				Bond		
(1) TH 10 SP 002-656-001 Work Items From Sheet 2	16,132,317.40	3,226,463.48					3,226,463.48
(1) TH 10 SP 002-657-003 Work Items From Sheet 12	10,000,000.00	2,000,000.00			8,000,000.00	3,294,582.40	13,294,582.40
(1) CSAH 56 SP 002-656-001 Work Items From Sheet 21			3,200,000.00	800,000.00			4,000,000.00
(1) CSAH 57 SP 002-657-003 Work Items From Sheet 25	8,505,623.64	1,829,291.57					1,829,291.57
Construction Subtotals	\$34,637,941.04	\$7,055,755.05	\$3,200,000.00	\$800,000.00	\$8,000,000.00	\$3,294,582.40	\$22,350,337.45
Total State Obligation							\$22,350,337.45

(1) Capped funds as described in Article 10.1 of the Agreement (estimated amount)

CITY COST PARTICIPATION	
State-Performed Construction Engineering (2%) From Sheet 30	1,175.32
State-Performed Construction Engineering (5%) From Sheet 30	9,846.25
(2) Total City Cost for State-Performed Construction Engineering	\$11,021.57

(2) Amount of advance payment as described in Article 12 of the Agreement (estimated amount)

(1) 80% NHFP FEDERAL, 20% STATE BOND FUNDS (CAPPED); 80% INFRA FEDERAL, 20% STATE BOND FUNDS (CAPPED); REMAINDER 100% COUNTY FUNDS

(P) = PLAN QUANTITY

1052605

ITEM NUMBER	SP 002-596-026, SP 0202-116, SP 002-656-001 TH 10 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2011.601	SETTLEMENT MONITORING	LUMP SUM	0.10	150,000.00	15,000.00
2011.601	AS BUILT	LUMP SUM	0.50	80,000.00	40,000.00
2016.601	CONTRACT MANAGEMENT	LUMP SUM	0.50	30,000.00	15,000.00
2016.601	QUALITY MANAGEMENT - THERMAL PROFILING	LUMP SUM	0.50	25,000.00	12,500.00
2016.601	QUALITY MANAGEMENT - INTELLIGENT COMPACTION	LUMP SUM	0.50	40,000.00	20,000.00
2021.501	MOBILIZATION	LUMP SUM	0.28	5,500,000.00	1,540,000.00
2031.502	FIELD OFFICE	EACH	0.28	120,000.00	33,600.00
2031.502	FIELD LABORATORY	EACH	0.28	75,000.00	21,000.00
2101.502	CLEARING	EACH	93.00	250.00	23,250.00
2101.502	GRUBBING	EACH	93.00	250.00	23,250.00
2101.505	CLEARING (P)	ACRE	0.10	7,000.00	700.00
2101.505	GRUBBING (P)	ACRE	0.10	7,000.00	700.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	35,091.00	0.85	29,827.35
2102.518	PAVEMENT MARKING REMOVAL	SQ FT	1,167.00	4.50	5,251.50
2103.501	BUILDING REMOVAL A	LUMP SUM	1.00	25,000.00	25,000.00
2103.501	BUILDING REMOVAL B	LUMP SUM	1.00	20,000.00	20,000.00
2103.501	BUILDING REMOVAL C	LUMP SUM	1.00	35,000.00	35,000.00
2103.501	BUILDING REMOVAL H	LUMP SUM	1.00	35,000.00	35,000.00
2103.502	DISCONNECT SEWER SERVICE	EACH	3.00	2,500.00	7,500.00
2103.502	DISCONNECT WATER SERVICE	EACH	3.00	4,000.00	12,000.00
2104.502	REMOVE VEHICULAR GATE	EACH	4.00	1,000.00	4,000.00
2104.502	REMOVE PIPE APRON	EACH	29.00	210.00	6,090.00
2104.502	REMOVE ANCHORAGE ASSEMBLY - TENSION CABLE	EACH	2.00	4,000.00	8,000.00
2104.502	REMOVE MISCELLANEOUS STRUCTURES	EACH	6.00	3,000.00	18,000.00
2104.502	REMOVE CONCRETE NOSE	EACH	1.00	1,500.00	1,500.00
2104.502	REMOVE SEPTIC TANK	EACH	2.00	2,100.00	4,200.00
2104.502	REMOVE BOLLARDS	EACH	21.00	220.00	4,620.00
2104.502	REMOVE POST	EACH	8.00	270.00	2,160.00
2104.502	REMOVE LIGHTING UNIT	EACH	20.00	400.00	8,000.00
2104.502	REMOVE GUIDE POST	EACH	36.00	100.00	3,600.00
2104.502	REMOVE CONCRETE STEPS	EACH	1.00	500.00	500.00
2104.502	REMOVE MANHOLE	EACH	1.00	1,000.00	1,000.00
2104.502	REMOVE GATE VALVE AND BOX	EACH	2.00	550.00	1,100.00
2104.502	REMOVE DRAINAGE STRUCTURE	EACH	26.00	550.00	14,300.00

(1) 80% NHFP FEDERAL, 20% STATE BOND FUNDS (CAPPED); 80% INFRA FEDERAL, 20% STATE BOND FUNDS (CAPPED); REMAINDER 100% COUNTY FUNDS

(P) = PLAN QUANTITY

1052605

ITEM NUMBER	SP 002-596-026, SP 0202-116, SP 002-656-001 TH 10 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2104.502	REMOVE CONCRETE FLUME	EACH	2.00	50.00	100.00
2104.502	REMOVE WOOD POLE	EACH	2.00	400.00	800.00
2104.502	REMOVE LIGHT POLE	EACH	2.00	450.00	900.00
2104.502	REMOVE FOUNDATION	EACH	3.00	1,000.00	3,000.00
2104.502	REMOVE CASTING	EACH	3.00	250.00	750.00
2104.502	REMOVE FIBER OPTIC VAULT	EACH	1.00	2,500.00	2,500.00
2104.502	REMOVE DELINEATOR / MARKER	EACH	2.00	50.00	100.00
2104.502	REMOVE SIGN	EACH	112.00	77.50	8,680.00
2104.502	REMOVE OVERHEAD SIGN	EACH	1.00	10,500.00	10,500.00
2104.502	REMOVE I-BEAM SIGN	EACH	1.00	3,000.00	3,000.00
2104.502	REMOVE SIGNAL SYSTEM A	EACH	1.00	7,000.00	7,000.00
2104.502	REMOVE LIGHTING SYSTEM	EACH	1.00	3,000.00	3,000.00
2104.502	REMOVE HANDHOLE	EACH	5.00	500.00	2,500.00
2104.502	REMOVE LIGHT FOUNDATION	EACH	19.00	400.00	7,600.00
2104.502	REMOVE EXTRUDED SIGN PANEL	EACH	1.00	800.00	800.00
2104.502	REMOVE SIGN PANEL	EACH	1.00	50.00	50.00
2104.502	REMOVE MAIL BOX SUPPORT	EACH	2.00	200.00	400.00
2104.502	REMOVE CAMERA	EACH	2.00	250.00	500.00
2104.502	SALVAGE LIGHTING UNIT	EACH	1.00	600.00	600.00
2104.502	SALVAGE SIGN PANEL	EACH	2.00	80.00	160.00
2104.502	ABANDON AND SEAL WELL SHAFT	EACH	2.00	5,000.00	10,000.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	9.00	5.00	45.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	1,393.00	3.00	4,179.00
2104.503	REMOVE WATER MAIN	LIN FT	600.00	15.00	9,000.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	3,137.00	18.00	56,466.00
2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	78.00	20.00	1,560.00
2104.503	REMOVE CURB AND GUTTER	LIN FT	2,978.00	4.80	14,294.40
2104.503	REMOVE BITUMINOUS CURB	LIN FT	6.00	5.00	30.00
2104.503	REMOVE CONCRETE PARKING STOPS	LIN FT	75.00	40.00	3,000.00
2104.503	REMOVE RETAINING WALL	LIN FT	350.00	25.00	8,750.00
2104.503	REMOVE FENCE	LIN FT	1,786.00	4.50	8,037.00
2104.503	REMOVE METAL PIPE RAILING	LIN FT	100.00	5.00	500.00
2104.503	REMOVE TENSION CABLE GUARDRAIL	LIN FT	682.00	5.00	3,410.00
2104.504	REMOVE CONCRETE SLAB	SQ YD	10.00	10.00	100.00

(1) 80% NHFP FEDERAL, 20% STATE BOND FUNDS (CAPPED); 80% INFRA FEDERAL, 20% STATE BOND FUNDS (CAPPED); REMAINDER 100% COUNTY FUNDS

(P) = PLAN QUANTITY

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ITEM NUMBER	SP 002-596-026, SP 0202-116, SP 002-656-001 TH 10 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2104.504	REMOVE PAVEMENT	SQ YD	10,000.00	10.00	100,000.00
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	1,550.00	12.00	18,600.00
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	12,029.00	4.00	48,116.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	73,764.00	5.50	405,702.00
2104.518	REMOVE BITUMINOUS WALK	SQ FT	1,150.00	1.50	1,725.00
2104.518	REMOVE CONCRETE WALK	SQ FT	14,286.00	2.00	28,572.00
2104.601	REMOVE CABLES	LUMP SUM	0.50	7,500.00	3,750.00
2104.601	REMOVE SPRINKLER SYSTEM	LUMP SUM	0.50	2,000.00	1,000.00
2104.601	REMOVE MISCELLANEOUS DEBRIS	LUMP SUM	0.20	10,000.00	2,000.00
2104.601	REMOVE REGULATED WASTE MATERIAL	LUMP SUM	0.50	7,500.00	3,750.00
2104.601	HAUL SALVAGED MATERIAL	LUMP SUM	0.50	5,000.00	2,500.00
2104.602	REMOVE SIGN SPECIAL	EACH	5.00	1,100.00	5,500.00
2104.603	ABANDON WATER MAIN	LIN FT	40.00	12.00	480.00
2105.607	COMMON BORROW SPECIAL (CV) (P)	CU YD	1,442.00	42.00	60,564.00
2106.507	EXCAVATION - COMMON (P)	CU YD	74,516.00	12.00	894,192.00
2106.507	EXCAVATION - CHANNEL AND POND (P)	CU YD	9,451.00	15.00	141,765.00
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	47,692.00	30.00	1,430,760.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	88,497.00	10.00	884,970.00
2112.604	SUBGRADE PREPARATION	SQ YD	629.00	2.00	1,258.00
2118.507	AGGREGATE SURFACING (CV) CLASS 2 (P)	CU YD	361.00	80.00	28,880.00
2123.61	TRACTOR MOUNTED BACKHOE	hour	40.00	150.00	6,000.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	14,494.00	35.00	507,290.00
2231.509	BITUMINOUS PATCHING MIXTURE	TON	450.00	140.00	63,000.00
2231.604	BITUMINOUS PATCH SPECIAL	SQ YD	76.00	80.00	6,080.00
2232.504	MILL BITUMINOUS SURFACE	SQ YD	2,600.00	3.50	9,100.00
2301.502	DOWEL BAR	EACH	193.00	15.00	2,895.00
2331.603	JOINT ADHESIVE	LIN FT	35,484.00	0.60	21,290.40
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	23.00	90.00	2,070.00
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	132.00	90.00	11,880.00
2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	TON	132.00	90.00	11,880.00
2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (4,B)	TON	11,063.00	90.00	995,670.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F)	TON	14,748.00	95.00	1,401,060.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4,L)	TON	2,324.00	90.00	209,160.00
2401.503	TYPE MOD P-1 BARRIER CONC (3S52)	LIN FT	422.00	150.00	63,300.00

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(P) = PLAN QUANTITY

1052605

ITEM NUMBER	SP 002-596-026, SP 0202-116, SP 002-656-001 TH 10 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2401.503	TYPE MOD P-4 (TL-4) BARRIER CONCRETE (3S52)	LIN FT	2,123.00	160.00	339,680.00
2401.503	TYPE MOD S (TL-4) BARRIER CONCRETE (3S52)	LIN FT	35.00	220.00	7,700.00
2411.502	CONCRETE INLET PAD	EACH	80.00	1,000.00	80,000.00
2411.507	STRUCTURAL CONCRETE (1G52) (P)	CU YD	98.00	600.00	58,800.00
2411.507	STRUCTURAL CONCRETE (3B52) (P)	CU YD	850.00	1,000.00	850,000.00
2411.507	STRUCTURAL CONCRETE (3G52) (P)	CU YD	101.00	1,100.00	111,100.00
2411.508	REINFORCEMENT BARS (P)	POUND	7,945.00	1.75	13,903.75
2411.508	REINFORCEMENT BARS (EPOXY COATED) (P)	POUND	175,389.00	2.00	350,778.00
2411.604	MECHANICALLY STABILIZED EARTH WALL (P)	SQ YD	3,872.00	700.00	2,710,400.00
2411.618	CONCRETE ABSORPTIVE NOISE WALL (P)	SQ FT	16,575.00	95.00	1,574,625.00
2451.507	STRUCTURE EXCAVATION CLASS U (P)	CU YD	3,494.00	15.00	52,410.00
2451.507	FINE AGGREGATE BEDDING (CV) (P)	CU YD	269.00	55.00	14,795.00
2451.607	STRUCTURAL BACKFILL (P)	CU YD	567.00	30.00	17,010.00
2451.607	STRUCTURAL BACKFILL (MOD) (P)	CU YD	18,630.00	25.00	465,750.00
2475.503	ORNAMENTAL METAL RAILING DESIGN T-4 PC	LIN FT	208.00	250.00	52,000.00
2501.502	12" RC PIPE APRON	EACH	1.00	1,000.00	1,000.00
2501.502	15" RC PIPE APRON	EACH	8.00	1,200.00	9,600.00
2501.502	18" RC PIPE APRON	EACH	1.00	1,500.00	1,500.00
2501.502	24" RC PIPE APRON	EACH	1.00	1,900.00	1,900.00
2501.502	27" RC PIPE APRON	EACH	1.00	2,100.00	2,100.00
2501.502	30" RC PIPE APRON	EACH	1.00	2,200.00	2,200.00
2501.502	36" RC PIPE APRON	EACH	2.00	2,500.00	5,000.00
2501.502	42" RC PIPE APRON	EACH	1.00	2,700.00	2,700.00
2501.502	48" RC PIPE APRON	EACH	1.00	3,000.00	3,000.00
2501.502	28" SPAN CAS SAFETY APRON	EACH	2.00	1,000.00	2,000.00
2501.502	18" RC SAFETY APRON	EACH	2.00	1,800.00	3,600.00
2501.502	24" RC SAFETY APRON	EACH	1.00	2,000.00	2,000.00
2501.503	15" RC PIPE CULVERT DESIGN 3006 CLASS V	LIN FT	41.00	80.00	3,280.00
2501.503	18" RC PIPE CULVERT DESIGN 3006 CLASS III	LIN FT	33.00	90.00	2,970.00
2501.503	36" RC PIPE CULVERT DESIGN 3006 CLASS V	LIN FT	206.00	175.00	36,050.00
2501.602	TRASH GUARD FOR 24" PIPE APRON	EACH	1.00	2,000.00	2,000.00
2501.602	TRASH GUARD FOR 36" PIPE APRON	EACH	1.00	2,500.00	2,500.00
2502.503	4" TP PIPE DRAIN	LIN FT	344.00	15.00	5,160.00
2502.503	4" PERF TP PIPE DRAIN	LIN FT	8,123.00	12.00	97,476.00

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ITEM NUMBER	SP 002-596-026, SP 0202-116, SP 002-656-001 TH 10 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2502.601	DRAINAGE SYSTEM	LUMP SUM	0.10	17,000.00	1,700.00
2503.503	8" PVC PIPE SEWER	LIN FT	6.00	65.00	390.00
2503.503	28" SPAN RC PIPE-ARCH SEWER CLASS IIA	LIN FT	119.00	150.00	17,850.00
2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	1,159.00	60.00	69,540.00
2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	1,861.00	65.00	120,965.00
2503.503	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	1,108.00	70.00	77,560.00
2503.503	21" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	580.00	80.00	46,400.00
2503.503	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	1,006.00	85.00	85,510.00
2503.503	27" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	1,000.00	100.00	100,000.00
2503.503	30" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	517.00	120.00	62,040.00
2503.503	30" RC PIPE SEWER DESIGN 3006 CLASS IV	LIN FT	66.00	150.00	9,900.00
2503.503	36" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	674.00	150.00	101,100.00
2503.503	42" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	411.00	200.00	82,200.00
2503.503	42" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	67.00	250.00	16,750.00
2503.503	48" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	16.00	250.00	4,000.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00	3,000.00	3,000.00
2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1.00	3,000.00	3,000.00
2503.603	PLUG FILL AND ABANDON PIPE SEWER	LIN FT	37.00	70.00	2,590.00
2503.603	28" STEEL CASING PIPE	LIN FT	5.00	350.00	1,750.00
2503.603	36" STEEL CASING PIPE	LIN FT	30.00	350.00	10,500.00
2503.603	48" STEEL CASING PIPE	LIN FT	25.00	750.00	18,750.00
2503.603	72" STEEL CASING PIPE	LIN FT	28.00	1,250.00	35,000.00
2506.502	CASTING ASSEMBLY	EACH	120.00	900.00	108,000.00
2506.502	ADJUST FRAME AND RING CASTING	EACH	6.00	800.00	4,800.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN F	LIN FT	9.00	450.00	4,050.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LIN FT	157.00	450.00	70,650.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	28.00	750.00	21,000.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-60	LIN FT	20.00	1,100.00	22,000.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-72	LIN FT	4.00	1,500.00	6,000.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	222.00	525.00	116,550.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	76.00	750.00	57,000.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	LIN FT	44.00	875.00	38,500.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 84-4020	LIN FT	19.00	1,500.00	28,500.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 96-4020	LIN FT	9.00	2,000.00	18,000.00

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ITEM NUMBER	SP 002-596-026, SP 0202-116, SP 002-656-001 TH 10 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2506.601	INFILTRATION/FILTRATION SYSTEM	LUMP SUM	0.50	20,000.00	10,000.00
2506.602	MANHOLE RISER COVER PLATE	EACH	7.00	1,000.00	7,000.00
2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 2	EACH	1.00	20,000.00	20,000.00
2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 5	EACH	1.00	20,000.00	20,000.00
2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	242.00	6.00	1,452.00
2511.507	RANDOM RIPRAP CLASS III	CU YD	180.00	105.00	18,900.00
2521.518	4" CONCRETE WALK	SQ FT	33,523.00	6.00	201,138.00
2521.518	6" CONCRETE WALK	SQ FT	137.00	12.00	1,644.00
2521.602	DRILL AND GROUT REINF BAR (EPOXY COATED)	EACH	3.00	16.00	48.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B424	LIN FT	2,951.00	30.00	88,530.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	36.00	24.00	864.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	76.00	26.00	1,976.00
2531.503	CONCRETE CURB AND GUTTER DESIGN D412	LIN FT	336.00	24.00	8,064.00
2531.503	CONCRETE CURB AND GUTTER DESIGN D424	LIN FT	6,203.00	26.00	161,278.00
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	15.00	90.00	1,350.00
2533.503	CONC MED BAR DES SINGLE SLOPE TYPE 42A	LIN FT	6,026.00	130.00	783,380.00
2533.503	CONC MED BAR DES SGL SLOPE TYPE 42A STEP	LIN FT	1,664.00	350.00	582,400.00
2533.503	CONC MED BAR DES SGL SLOPE TYPE 42 TRANS	LIN FT	30.00	350.00	10,500.00
2533.503	PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	LIN FT	20,798.00	17.00	353,566.00
2533.503	RELOCATE PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	LIN FT	12,211.00	4.00	48,844.00
2533.503	RELOCATE PORTABLE PRECAST CONCRETE BARRIER DES 8337-ANCHORED	LIN FT	188.00	15.00	2,820.00
2533.603	CONCRETE MEDIAN BARRIER SPECIAL	LIN FT	1,594.00	275.00	438,350.00
2533.603	CONCRETE MEDIAN BARRIER DESIGN SPECIAL 1	LIN FT	476.00	300.00	142,800.00
2540.602	RELOCATE MAIL BOX SUPPORT	EACH	3.00	1,000.00	3,000.00
2545.501	LIGHTING SYSTEM "A"	LUMP SUM	1.00	140,000.00	140,000.00
2545.501	LIGHTING SYSTEM "C"	LUMP SUM	1.00	88,000.00	88,000.00
2545.602	INSTALL LIGHTING UNIT	EACH	1.00	850.00	850.00
2550.502	CABINET FOUNDATION	EACH	1.00	2,500.00	2,500.00
2550.502	SERVICE FOUNDATION	EACH	2.00	1,500.00	3,000.00
2550.502	CCTV FOUNDATION	EACH	2.00	4,000.00	8,000.00
2550.502	RAMP CONTROL SIGNAL FOUNDATION	EACH	2.00	1,500.00	3,000.00
2550.502	FIBEROPTIC SPLICE VAULT	EACH	1.00	5,250.00	5,250.00
2550.502	OUTDOOR FIBER SPLICE ENCLOSURE	EACH	1.00	1,500.00	1,500.00
2550.502	RAMP CONTROL SIGNAL DESIGN ONE-WAY	EACH	2.00	4,500.00	9,000.00

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ITEM NUMBER	SP 002-596-026, SP 0202-116, SP 002-656-001 TH 10 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2550.502	CCTV CABINET	EACH	2.00	4,000.00	8,000.00
2550.502	INSTALL CABINET	EACH	1.00	750.00	750.00
2550.502	SERVICE CABINET	EACH	2.00	3,500.00	7,000.00
2550.503	1.5" NON-METALLIC CONDUIT	LIN FT	6,348.00	4.50	28,566.00
2550.503	2" NON-METALLIC CONDUIT	LIN FT	2,210.00	6.00	13,260.00
2550.503	POWER CABLE 1 CONDUCTOR NO 6	LIN FT	4,520.00	2.00	9,040.00
2550.503	POWER CABLE 3 CONDUCTOR NO 14	LIN FT	40.00	4.50	180.00
2550.503	SIGNAL CONTROL CABLE 6 COND NO 14	LIN FT	1,010.00	3.00	3,030.00
2550.503	LEAD-IN CABLE 2 CONDUCTOR NO 14	LIN FT	2,795.00	1.75	4,891.25
2550.601	TEMPORARY COMMUNICATION SYSTEM	LUMP SUM	0.50	40,000.00	20,000.00
2550.601	FIBER OPTIC CABLE TESTING	LUMP SUM	0.50	12,500.00	6,250.00
2550.602	CCTV HARDWARE	EACH	2.00	30,000.00	60,000.00
2550.602	FIBER OPTIC PIGTAIL TERMINATION	EACH	4.00	1,500.00	6,000.00
2550.602	FIBER OPTIC CABLE SPLICING	EACH	2.00	2,000.00	4,000.00
2550.602	BURIED CABLE SIGN	EACH	23.00	175.00	4,025.00
2550.602	PULL VAULT	EACH	10.00	2,000.00	20,000.00
2550.602	SERVICE CABINET TYPE SPECIAL	EACH	1.00	9,000.00	9,000.00
2550.602	LOOP DETECTOR DESIGN PREFORMED	EACH	5.00	1,950.00	9,750.00
2550.603	ARMORED FIBER OPTIC PIGTAIL CABLE 6SM	LIN FT	1,835.00	2.25	4,128.75
2550.603	FIBER OPTIC TRUNK CABLE 36SM	LIN FT	4,800.00	2.00	9,600.00
2550.603	1.5" BORED CONDUIT	LIN FT	275.00	15.00	4,125.00
2550.603	2" BORED CONDUIT	LIN FT	423.00	17.50	7,402.50
2554.502	GUIDE POST TYPE B	EACH	20.00	85.00	1,700.00
2554.502	ANCHORAGE ASSEMBLY - TYPE 31	EACH	5.00	1,600.00	8,000.00
2554.502	ANCHORAGE ASSEMBLY - TENSION CABLE	EACH	1.00	6,000.00	6,000.00
2554.502	END TREATMENT-TANGENT TERMINAL	EACH	4.00	3,500.00	14,000.00
2554.503	TRAFFIC BARRIER DESIGN TYPE 31	LIN FT	731.50	35.00	25,602.50
2554.503	TRAFFIC BARRIER DESIGN TRANSITION TYPE 31	LIN FT	56.50	180.00	10,170.00
2554.602	POST IN CONCRETE	EACH	13.00	150.00	1,950.00
2554.603	TENSION CABLE GUARDRAIL	LIN FT	413.00	35.00	14,455.00
2554.615	IMPACT ATTENUATOR	ASSEMBLY	2.00	40,000.00	80,000.00
2557.502	PEDESTRIAN GATE	EACH	1.00	1,800.00	1,800.00
2557.502	ELECTRICAL GROUND	EACH	13.00	275.00	3,575.00
2557.503	WIRE FENCE DESIGN 60-9322	LIN FT	9,250.00	40.00	370,000.00

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2557.603	TEMPORARY GLARE SCREEN	LIN FT	6,656.00	4.00	26,624.00
2557.604	FENCING SPECIAL	SQ YD	534.00	8.00	4,272.00
2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	0.50	128,000.00	64,000.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.28	950,000.00	266,000.00
2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	0.50	15,000.00	7,500.00
2563.602	TEMPORARY OVERHEAD SIGN STRUCTURE	EACH	1.00	20,000.00	20,000.00
2563.602	LINEAR DELINEATION PANEL	EACH	860.00	25.00	21,500.00
2563.602	PORTABLE BARRIER DELINEATOR	EACH	1,321.00	9.00	11,889.00
2563.602	TUBULAR MARKER	EACH	120.00	35.00	4,200.00
2563.602	VEHICLE SPEED FEEDBACK SIGN	EACH	1.00	3,000.00	3,000.00
2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	180.00	150.00	27,000.00
2563.615	TEMPORARY IMPACT ATTENUATOR	ASSEMBLY	23.00	3,200.00	73,600.00
2563.615	RELOCATE TEMPORARY IMPACT ATTENUATOR	ASSEMBLY	2.00	1,500.00	3,000.00
2564.502	INSTALL SIGN PANEL	EACH	2.00	315.00	630.00
2564.502	INFILTRATION AREA MARKER	EACH	3.00	150.00	450.00
2564.602	DELINEATOR / MARKER	EACH	12.00	90.00	1,080.00
2564.602	DELINEATOR / MARKER PANEL	EACH	6.00	55.00	330.00
2564.607	CONCRETE FOOTING (OVERHEAD SPREAD)	CU YD	49.00	1,300.00	63,700.00
2564.608	STRUCTURAL STEEL - I-BEAM SIGN	POUND	4,146.00	5.00	20,730.00
2564.608	STRUCTURAL STEEL-OVERHEAD SIGN POST	POUND	16,062.00	3.30	53,004.60
2564.608	STRUCTURAL STEEL-OVERHEAD SIGN TRUSS	POUND	19,355.00	3.30	63,871.50
2564.608	STRUCTURAL STEEL-PANEL MOUNTING POST	POUND	2,121.00	3.30	6,999.30
2564.618	SIGN	SQ FT	684.00	80.00	54,720.00
2564.618	SIGN PANEL OVERLAY	SQ FT	1,552.00	30.00	46,560.00
2564.618	EXTRUDED PANEL	SQ FT	1,480.00	30.00	44,400.00
2565.616	TEMPORARY SIGNAL SYSTEM A	SYSTEM	0.50	200,000.00	100,000.00
2565.616	TEMPORARY SIGNAL SYSTEM B	SYSTEM	0.50	100,000.00	50,000.00
2572.503	TEMPORARY FENCE	LIN FT	265.00	5.00	1,325.00
2572.503	CLEAN ROOT CUTTING	LIN FT	252.00	7.00	1,764.00
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	0.50	16,000.00	8,000.00
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	0.50	15,000.00	7,500.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	114.00	190.00	21,660.00
2573.502	CULVERT END CONTROLS	EACH	10.00	200.00	2,000.00
2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	LIN FT	33.00	30.00	990.00

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2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	1,653.00	4.00	6,612.00
2574.505	SUBSOILING (P)	ACRE	15.00	350.00	5,250.00
2574.505	SOIL BED PREPARATION (P)	ACRE	15.00	150.00	2,250.00
2574.507	COMPOST GRADE 2	CU YD	3,803.00	45.00	171,135.00
2574.508	FERTILIZER TYPE 3	POUND	4,048.00	1.00	4,048.00
2574.508	FERTILIZER TYPE 4	POUND	109.00	1.50	163.50
2574.509	LIME	TON	43.00	200.00	8,600.00
2575.504	RAPID STABILIZATION METHOD 4	SQ YD	24,637.00	2.00	49,274.00
2575.504	ROLLED EROSION PREVENTION CATEGORY 10	SQ YD	3,454.00	2.00	6,908.00
2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	17,102.00	2.00	34,204.00
2575.505	SEEDING (P)	ACRE	15.00	300.00	4,500.00
2575.505	MOWING	ACRE	43.00	500.00	21,500.00
2575.505	WEED SPRAYING	ACRE	7.10	300.00	2,130.00
2575.506	WEED SPRAY MIXTURE	GALLON	3.60	100.00	360.00
2575.508	SEED MIXTURE 25-121	POUND	304.00	4.50	1,368.00
2575.508	SEED MIXTURE 25-131	POUND	116.00	4.50	522.00
2575.508	SEED MIXTURE 33-261	POUND	25.00	25.00	625.00
2575.508	SEED MIXTURE 35-221	POUND	290.00	25.00	7,250.00
2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	35,303.00	2.00	70,606.00
2575.523	RAPID STABILIZATION METHOD 3	M GALLON	55.00	650.00	35,750.00
2580.503	INTERIM PAVEMENT MARKING	LIN FT	38,917.00	0.40	15,566.80
2580.603	PAVEMENT MARKING - LATE SEASON	LIN FT	26,719.00	0.95	25,383.05
2580.618	PAVEMENT MESSAGE - LATE SEASON	SQ FT	225.00	20.00	4,500.00
2581.503	6" REMOVABLE PREFORMED PAVEMENT MARKING TAPE	LIN FT	270.00	20.00	5,400.00
2581.618	REMOVABLE PREFORMED PLASTIC MASK (BLACK)	SQ FT	100.00	20.00	2,000.00
2582.503	6" SOLID LINE PAINT (WR)	LIN FT	52,832.00	0.80	42,265.60
2582.503	8" SOLID LINE PAINT (WR)	LIN FT	152.00	1.00	152.00
2582.503	24" SOLID LINE PAINT (WR)	LIN FT	232.00	15.00	3,480.00
2582.503	4" BROKEN LINE PAINT (WR)	LIN FT	3,011.00	0.50	1,505.50
2582.503	6" DOTTED LINE PAINT (WR)	LIN FT	1,071.00	1.00	1,071.00
2582.503	8" DOTTED LINE PAINT (WR)	LIN FT	43.00	1.20	51.60
2582.503	4" DOUBLE SOLID LINE PAINT (WR)	LIN FT	1,919.00	1.00	1,919.00
2582.503	4" SOLID LINE MULTI-COMPONENT (WR)	LIN FT	619.00	0.85	526.15
2582.503	24" SOLID LINE MULTI-COMPONENT (WR)	LIN FT	50.00	20.00	1,000.00

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ITEM NUMBER	SP 002-596-026, SP 0202-116, SP 002-657-003 TH 10 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2011.601	SETTLEMENT MONITORING	LUMP SUM	0.20	150,000.00	30,000.00
2011.601	AS BUILT	LUMP SUM	0.50	80,000.00	40,000.00
2016.601	CONTRACT MANAGEMENT	LUMP SUM	0.50	30,000.00	15,000.00
2016.601	QUALITY MANAGEMENT - THERMAL PROFILING	LUMP SUM	0.50	25,000.00	12,500.00
2016.601	QUALITY MANAGEMENT - INTELLIGENT COMPACTION	LUMP SUM	0.50	40,000.00	20,000.00
2021.501	MOBILIZATION	LUMP SUM	0.28	5,500,000.00	1,540,000.00
2031.502	FIELD OFFICE	EACH	0.28	120,000.00	33,600.00
2031.502	FIELD LABORATORY	EACH	0.28	75,000.00	21,000.00
2101.502	CLEARING	EACH	93.00	250.00	23,250.00
2101.502	GRUBBING	EACH	93.00	250.00	23,250.00
2101.505	CLEARING (P)	ACRE	0.20	7,000.00	1,400.00
2101.505	GRUBBING (P)	ACRE	0.20	7,000.00	1,400.00
2102.503	PAVEMENT MARKING REMOVAL	LIN FT	35,091.00	0.85	29,827.35
2102.518	PAVEMENT MARKING REMOVAL	SQ FT	1,167.00	4.50	5,251.50
2103.501	BUILDING REMOVAL D	LUMP SUM	1.00	100,000.00	100,000.00
2103.501	BUILDING REMOVAL E	LUMP SUM	1.00	20,000.00	20,000.00
2103.501	BUILDING REMOVAL F	LUMP SUM	1.00	25,000.00	25,000.00
2103.501	BUILDING REMOVAL G	LUMP SUM	1.00	20,000.00	20,000.00
2103.501	BUILDING REMOVAL I	LUMP SUM	1.00	35,000.00	35,000.00
2103.501	BUILDING REMOVAL J	LUMP SUM	1.00	25,000.00	25,000.00
2103.502	DISCONNECT SEWER SERVICE	EACH	2.00	2,500.00	5,000.00
2103.502	DISCONNECT WATER SERVICE	EACH	2.00	4,000.00	8,000.00
2104.502	REMOVE VEHICULAR GATE	EACH	3.00	1,000.00	3,000.00
2104.502	REMOVE PIPE APRON	EACH	29.00	210.00	6,090.00
2104.502	REMOVE ANCHORAGE ASSEMBLY - TENSION CABLE	EACH	1.00	4,000.00	4,000.00
2104.502	REMOVE MISCELLANEOUS STRUCTURES	EACH	6.00	3,000.00	18,000.00
2104.502	REMOVE CONCRETE NOSE	EACH	1.00	1,500.00	1,500.00
2104.502	REMOVE SEPTIC TANK	EACH	2.00	2,100.00	4,200.00
2104.502	REMOVE BOLLARDS	EACH	21.00	220.00	4,620.00
2104.502	REMOVE POST	EACH	7.00	270.00	1,890.00
2104.502	REMOVE LIGHTING UNIT	EACH	20.00	400.00	8,000.00
2104.502	REMOVE GUIDE POST	EACH	37.00	100.00	3,700.00
2104.502	REMOVE CONCRETE STEPS	EACH	1.00	500.00	500.00
2104.502	REMOVE MANHOLE	EACH	1.00	1,000.00	1,000.00

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ITEM NUMBER	SP 002-596-026, SP 0202-116, SP 002-657-003 TH 10 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2104.502	REMOVE GATE VALVE AND BOX	EACH	2.00	550.00	1,100.00
2104.502	REMOVE DRAINAGE STRUCTURE	EACH	27.00	550.00	14,850.00
2104.502	REMOVE CONCRETE FLUME	EACH	3.00	50.00	150.00
2104.502	REMOVE WOOD POLE	EACH	1.00	400.00	400.00
2104.502	REMOVE LIGHT POLE	EACH	1.00	450.00	450.00
2104.502	REMOVE FOUNDATION	EACH	4.00	1,000.00	4,000.00
2104.502	REMOVE CASTING	EACH	4.00	250.00	1,000.00
2104.502	REMOVE FIBER OPTIC VAULT	EACH	1.00	2,500.00	2,500.00
2104.502	REMOVE DELINEATOR / MARKER	EACH	2.00	50.00	100.00
2104.502	REMOVE SIGN	EACH	112.00	77.50	8,680.00
2104.502	REMOVE SIGNAL SYSTEM B	EACH	1.00	7,000.00	7,000.00
2104.502	REMOVE HANDHOLE	EACH	4.00	500.00	2,000.00
2104.502	REMOVE LIGHT FOUNDATION	EACH	20.00	400.00	8,000.00
2104.502	REMOVE SIGN PANEL	EACH	1.00	50.00	50.00
2104.502	REMOVE MAIL BOX SUPPORT	EACH	2.00	200.00	400.00
2104.502	REMOVE CAMERA	EACH	2.00	250.00	500.00
2104.502	SALVAGE STRUCTURE	EACH	1.00	3,000.00	3,000.00
2104.502	SALVAGE SIGN PANEL	EACH	2.00	80.00	160.00
2104.502	ABANDON AND SEAL WELL SHAFT	EACH	2.00	5,000.00	10,000.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	8.00	5.00	40.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	1,392.00	3.00	4,176.00
2104.503	REMOVE WATER MAIN	LIN FT	600.00	15.00	9,000.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	3,137.00	18.00	56,466.00
2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	77.00	20.00	1,540.00
2104.503	REMOVE CURB AND GUTTER	LIN FT	2,978.00	4.80	14,294.40
2104.503	REMOVE BITUMINOUS CURB	LIN FT	5.00	5.00	25.00
2104.503	REMOVE CONCRETE PARKING STOPS	LIN FT	75.00	40.00	3,000.00
2104.503	REMOVE RETAINING WALL	LIN FT	350.00	25.00	8,750.00
2104.503	REMOVE FENCE	LIN FT	1,785.00	4.50	8,032.50
2104.503	REMOVE METAL PIPE RAILING	LIN FT	99.00	5.00	495.00
2104.503	REMOVE TENSION CABLE GUARDRAIL	LIN FT	682.00	5.00	3,410.00
2104.504	REMOVE CONCRETE SLAB	SQ YD	9.00	10.00	90.00
2104.504	REMOVE PAVEMENT	SQ YD	10,000.00	10.00	100,000.00
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	1,549.00	12.00	18,588.00

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2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	12,029.00	4.00	48,116.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	73,763.00	5.50	405,696.50
2104.518	REMOVE BITUMINOUS WALK	SQ FT	1,150.00	1.50	1,725.00
2104.518	REMOVE CONCRETE WALK	SQ FT	14,286.00	2.00	28,572.00
2104.601	REMOVE CABLES	LUMP SUM	0.50	7,500.00	3,750.00
2104.601	REMOVE SPRINKLER SYSTEM	LUMP SUM	0.50	2,000.00	1,000.00
2104.601	REMOVE MISCELLANEOUS DEBRIS	LUMP SUM	0.20	10,000.00	2,000.00
2104.601	REMOVE REGULATED WASTE MATERIAL	LUMP SUM	0.50	7,500.00	3,750.00
2104.601	HAUL SALVAGED MATERIAL	LUMP SUM	0.50	5,000.00	2,500.00
2104.602	REMOVE SIGN SPECIAL	EACH	5.00	1,100.00	5,500.00
2104.603	ABANDON WATER MAIN	LIN FT	40.00	12.00	480.00
2105.607	COMMON BORROW SPECIAL (CV) (P)	CU YD	1,441.00	42.00	60,522.00
2106.507	EXCAVATION - COMMON (P)	CU YD	74,516.00	12.00	894,192.00
2106.507	EXCAVATION - CHANNEL AND POND (P)	CU YD	9,451.00	15.00	141,765.00
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	47,691.00	30.00	1,430,730.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	88,497.00	10.00	884,970.00
2112.604	SUBGRADE PREPARATION	SQ YD	629.00	2.00	1,258.00
2118.507	AGGREGATE SURFACING (CV) CLASS 2 (P)	CU YD	361.00	80.00	28,880.00
2123.61	TRACTOR MOUNTED BACKHOE	hour	40.00	150.00	6,000.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	14,493.00	35.00	507,255.00
2231.509	BITUMINOUS PATCHING MIXTURE	TON	450.00	140.00	63,000.00
2231.604	BITUMINOUS PATCH SPECIAL	SQ YD	76.00	80.00	6,080.00
2232.504	MILL BITUMINOUS SURFACE	SQ YD	2,600.00	3.50	9,100.00
2301.502	DOWEL BAR	EACH	192.00	15.00	2,880.00
2331.603	JOINT ADHESIVE	LIN FT	35,484.00	0.60	21,290.40
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	24.00	90.00	2,160.00
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	132.00	90.00	11,880.00
2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	TON	132.00	90.00	11,880.00
2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (4,B)	TON	11,063.00	90.00	995,670.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F)	TON	14,748.00	95.00	1,401,060.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4,L)	TON	2,325.00	90.00	209,250.00
2401.503	TYPE MOD P-1 BARRIER CONC (3S52)	LIN FT	422.00	150.00	63,300.00
2401.503	TYPE MOD P-4 (TL-4) BARRIER CONCRETE (3S52)	LIN FT	2,122.00	160.00	339,520.00
2401.503	TYPE MOD S (TL-4) BARRIER CONCRETE (3S52)	LIN FT	35.00	220.00	7,700.00

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2411.502	CONCRETE INLET PAD	EACH	80.00	1,000.00	80,000.00
2411.507	STRUCTURAL CONCRETE (1G52) (P)	CU YD	98.00	600.00	58,800.00
2411.507	STRUCTURAL CONCRETE (3B52) (P)	CU YD	850.00	1,000.00	850,000.00
2411.507	STRUCTURAL CONCRETE (3G52) (P)	CU YD	100.00	1,100.00	110,000.00
2411.508	REINFORCEMENT BARS (P)	POUND	7,945.00	1.75	13,903.75
2411.508	REINFORCEMENT BARS (EPOXY COATED) (P)	POUND	175,388.00	2.00	350,776.00
2411.604	MECHANICALLY STABILIZED EARTH WALL (P)	SQ YD	3,873.00	700.00	2,711,100.00
2411.618	CONCRETE ABSORPTIVE NOISE WALL (P)	SQ FT	16,575.00	95.00	1,574,625.00
2451.507	STRUCTURE EXCAVATION CLASS U (P)	CU YD	3,495.00	15.00	52,425.00
2451.507	FINE AGGREGATE BEDDING (CV) (P)	CU YD	269.00	55.00	14,795.00
2451.607	STRUCTURAL BACKFILL (P)	CU YD	567.00	30.00	17,010.00
2451.607	STRUCTURAL BACKFILL (MOD) (P)	CU YD	18,629.00	25.00	465,725.00
2475.503	ORNAMENTAL METAL RAILING DESIGN T-4 PC	LIN FT	209.00	250.00	52,250.00
2501.502	15" RC PIPE APRON	EACH	8.00	1,200.00	9,600.00
2501.502	27" RC PIPE APRON	EACH	1.00	2,100.00	2,100.00
2501.502	36" RC PIPE APRON	EACH	1.00	2,500.00	2,500.00
2501.502	42" RC PIPE APRON	EACH	1.00	2,700.00	2,700.00
2501.502	28" SPAN CAS SAFETY APRON	EACH	2.00	1,000.00	2,000.00
2501.502	18" RC SAFETY APRON	EACH	2.00	1,800.00	3,600.00
2501.503	15" RC PIPE CULVERT DESIGN 3006 CLASS V	LIN FT	40.00	80.00	3,200.00
2501.503	18" RC PIPE CULVERT DESIGN 3006 CLASS III	LIN FT	34.00	90.00	3,060.00
2501.503	36" RC PIPE CULVERT DESIGN 3006 CLASS V	LIN FT	207.00	175.00	36,225.00
2502.503	4" TP PIPE DRAIN	LIN FT	344.00	15.00	5,160.00
2502.503	4" PERF TP PIPE DRAIN	LIN FT	8,122.00	12.00	97,464.00
2502.601	DRAINAGE SYSTEM	LUMP SUM	0.10	17,000.00	1,700.00
2503.503	8" PVC PIPE SEWER	LIN FT	5.00	65.00	325.00
2503.503	28" SPAN RC PIPE-ARCH SEWER CLASS IIA	LIN FT	118.00	150.00	17,700.00
2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	1,158.00	60.00	69,480.00
2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	1,860.00	65.00	120,900.00
2503.503	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	1,108.00	70.00	77,560.00
2503.503	21" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	579.00	80.00	46,320.00
2503.503	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	1,006.00	85.00	85,510.00
2503.503	27" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	1,000.00	100.00	100,000.00
2503.503	30" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	516.00	120.00	61,920.00

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2503.503	30" RC PIPE SEWER DESIGN 3006 CLASS IV	LIN FT	66.00	150.00	9,900.00
2503.503	36" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	673.00	150.00	100,950.00
2503.503	42" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	411.00	200.00	82,200.00
2503.503	42" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	67.00	250.00	16,750.00
2503.503	48" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	15.00	250.00	3,750.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00	3,000.00	3,000.00
2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1.00	3,000.00	3,000.00
2503.603	PLUG FILL AND ABANDON PIPE SEWER	LIN FT	38.00	70.00	2,660.00
2503.603	28" STEEL CASING PIPE	LIN FT	5.00	350.00	1,750.00
2503.603	36" STEEL CASING PIPE	LIN FT	30.00	350.00	10,500.00
2503.603	48" STEEL CASING PIPE	LIN FT	25.00	750.00	18,750.00
2503.603	72" STEEL CASING PIPE	LIN FT	27.00	1,250.00	33,750.00
2506.502	CASTING ASSEMBLY	EACH	119.00	900.00	107,100.00
2506.502	ADJUST FRAME AND RING CASTING	EACH	5.00	800.00	4,000.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN F	LIN FT	8.00	450.00	3,600.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LIN FT	156.00	450.00	70,200.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	28.00	750.00	21,000.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-60	LIN FT	20.00	1,100.00	22,000.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-72	LIN FT	3.00	1,500.00	4,500.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	222.00	525.00	116,550.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	76.00	750.00	57,000.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	LIN FT	44.00	875.00	38,500.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 84-4020	LIN FT	18.00	1,500.00	27,000.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 96-4020	LIN FT	8.00	2,000.00	16,000.00
2506.601	INFILTRATION/FILTRATION SYSTEM	LUMP SUM	0.50	20,000.00	10,000.00
2506.602	INSTALL STRUCTURE	EACH	1.00	75,000.00	75,000.00
2506.602	MANHOLE RISER COVER PLATE	EACH	2.00	1,000.00	2,000.00
2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	241.00	6.00	1,446.00
2511.507	RANDOM RIPRAP CLASS III	CU YD	180.00	105.00	18,900.00
2521.518	4" CONCRETE WALK	SQ FT	33,523.00	6.00	201,138.00
2521.518	6" CONCRETE WALK	SQ FT	138.00	12.00	1,656.00
2521.602	DRILL AND GROUT REINF BAR (EPOXY COATED)	EACH	2.00	16.00	32.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B424	LIN FT	2,952.00	30.00	88,560.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	35.00	24.00	840.00

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2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	75.00	26.00	1,950.00
2531.503	CONCRETE CURB AND GUTTER DESIGN D412	LIN FT	335.00	24.00	8,040.00
2531.503	CONCRETE CURB AND GUTTER DESIGN D424	LIN FT	6,203.00	26.00	161,278.00
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	14.00	90.00	1,260.00
2533.503	CONC MED BAR DES SINGLE SLOPE TYPE 42A	LIN FT	6,025.00	130.00	783,250.00
2533.503	CONC MED BAR DES SGL SLOPE TYPE 42A STEP	LIN FT	1,664.00	350.00	582,400.00
2533.503	CONC MED BAR DES SGL SLOPE TYPE 42 TRANS	LIN FT	30.00	350.00	10,500.00
2533.503	PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	LIN FT	20,798.00	17.00	353,566.00
2533.503	RELOCATE PORTABLE PRECAST CONCRETE BARRIER DESIGN 8337	LIN FT	12,210.00	4.00	48,840.00
2533.503	RELOCATE PORTABLE PRECAST CONCRETE BARRIER DES 8337-ANCHORED	LIN FT	187.00	15.00	2,805.00
2533.603	CONCRETE MEDIAN BARRIER SPECIAL	LIN FT	1,593.00	275.00	438,075.00
2533.603	CONCRETE MEDIAN BARRIER DESIGN SPECIAL 1	LIN FT	475.00	300.00	142,500.00
2540.602	RELOCATE MAIL BOX SUPPORT	EACH	3.00	1,000.00	3,000.00
2545.501	LIGHTING SYSTEM "B"	LUMP SUM	1.00	141,000.00	141,000.00
2545.501	LIGHTING SYSTEM "D"	LUMP SUM	1.00	122,000.00	122,000.00
2550.502	CABINET FOUNDATION	EACH	1.00	2,500.00	2,500.00
2550.502	SERVICE FOUNDATION	EACH	1.00	1,500.00	1,500.00
2550.502	CCTV FOUNDATION	EACH	1.00	4,000.00	4,000.00
2550.502	RAMP CONTROL SIGNAL FOUNDATION	EACH	2.00	1,500.00	3,000.00
2550.502	FIBEROPTIC SPLICE VAULT	EACH	1.00	5,250.00	5,250.00
2550.502	OUTDOOR FIBER SPLICE ENCLOSURE	EACH	1.00	1,500.00	1,500.00
2550.502	RAMP CONTROL SIGNAL DESIGN ONE-WAY	EACH	2.00	4,500.00	9,000.00
2550.502	CCTV CABINET	EACH	1.00	4,000.00	4,000.00
2550.502	INSTALL CABINET	EACH	1.00	750.00	750.00
2550.502	SERVICE CABINET	EACH	1.00	3,500.00	3,500.00
2550.503	1.5" NON-METALLIC CONDUIT	LIN FT	6,347.00	4.50	28,561.50
2550.503	2" NON-METALLIC CONDUIT	LIN FT	2,210.00	6.00	13,260.00
2550.503	POWER CABLE 1 CONDUCTOR NO 6	LIN FT	4,520.00	2.00	9,040.00
2550.503	POWER CABLE 3 CONDUCTOR NO 14	LIN FT	40.00	4.50	180.00
2550.503	SIGNAL CONTROL CABLE 6 COND NO 14	LIN FT	1,010.00	3.00	3,030.00
2550.503	LEAD-IN CABLE 2 CONDUCTOR NO 14	LIN FT	2,795.00	1.75	4,891.25
2550.601	TEMPORARY COMMUNICATION SYSTEM	LUMP SUM	0.50	40,000.00	20,000.00
2550.601	FIBER OPTIC CABLE TESTING	LUMP SUM	0.50	12,500.00	6,250.00
2550.602	CCTV HARDWARE	EACH	1.00	30,000.00	30,000.00

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2550.602	FIBER OPTIC PIGTAIL TERMINATION	EACH	3.00	1,500.00	4,500.00
2550.602	FIBER OPTIC CABLE SPLICING	EACH	2.00	2,000.00	4,000.00
2550.602	BURIED CABLE SIGN	EACH	22.00	175.00	3,850.00
2550.602	PULL VAULT	EACH	10.00	2,000.00	20,000.00
2550.602	SERVICE CABINET TYPE SPECIAL	EACH	1.00	9,000.00	9,000.00
2550.602	LOOP DETECTOR DESIGN PREFORMED	EACH	5.00	1,950.00	9,750.00
2550.603	ARMORED FIBER OPTIC PIGTAIL CABLE 6SM	LIN FT	1,835.00	2.25	4,128.75
2550.603	FIBER OPTIC TRUNK CABLE 36SM	LIN FT	4,800.00	2.00	9,600.00
2550.603	1.5" BORED CONDUIT	LIN FT	275.00	15.00	4,125.00
2550.603	2" BORED CONDUIT	LIN FT	422.00	17.50	7,385.00
2554.502	GUIDE POST TYPE B	EACH	19.00	85.00	1,615.00
2554.502	ANCHORAGE ASSEMBLY - TYPE 31	EACH	4.00	1,600.00	6,400.00
2554.502	END TREATMENT-TANGENT TERMINAL	EACH	4.00	3,500.00	14,000.00
2554.503	TRAFFIC BARRIER DESIGN TYPE 31	LIN FT	731.00	35.00	25,585.00
2554.503	TRAFFIC BARRIER DESIGN TRANSITION TYPE 31	LIN FT	56.00	180.00	10,080.00
2554.602	POST IN CONCRETE	EACH	12.00	150.00	1,800.00
2554.603	TENSION CABLE GUARDRAIL	LIN FT	413.00	35.00	14,455.00
2554.615	IMPACT ATTENUATOR	ASSEMBLY	1.00	40,000.00	40,000.00
2557.502	ELECTRICAL GROUND	EACH	12.00	275.00	3,300.00
2557.503	WIRE FENCE DESIGN 60-9322	LIN FT	9,250.00	40.00	370,000.00
2557.603	TEMPORARY GLARE SCREEN	LIN FT	6,656.00	4.00	26,624.00
2557.604	FENCING SPECIAL	SQ YD	534.00	8.00	4,272.00
2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	0.50	128,000.00	64,000.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.28	950,000.00	266,000.00
2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	0.50	15,000.00	7,500.00
2563.602	LINEAR DELINEATION PANEL	EACH	860.00	25.00	21,500.00
2563.602	PORTABLE BARRIER DELINEATOR	EACH	1,320.00	9.00	11,880.00
2563.602	TUBULAR MARKER	EACH	119.00	35.00	4,165.00
2563.602	VEHICLE SPEED FEEDBACK SIGN	EACH	1.00	3,000.00	3,000.00
2563.613	PORTABLE CHANGEABLE MESSAGE SIGN	UNIT DAY	180.00	150.00	27,000.00
2563.615	TEMPORARY IMPACT ATTENUATOR	ASSEMBLY	23.00	3,200.00	73,600.00
2563.615	RELOCATE TEMPORARY IMPACT ATTENUATOR	ASSEMBLY	2.00	1,500.00	3,000.00
2564.502	INSTALL SIGN PANEL	EACH	2.00	315.00	630.00
2564.502	INFILTRATION AREA MARKER	EACH	3.00	150.00	450.00

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2564.602	DELINEATOR / MARKER	EACH	12.00	90.00	1,080.00
2564.602	DELINEATOR / MARKER PANEL	EACH	6.00	55.00	330.00
2564.607	CONCRETE FOOTING (OVERHEAD SPREAD)	CU YD	49.00	1,300.00	63,700.00
2564.608	STRUCTURAL STEEL - I-BEAM SIGN	POUND	4,145.00	5.00	20,725.00
2564.608	STRUCTURAL STEEL-OVERHEAD SIGN POST	POUND	16,061.00	3.30	53,001.30
2564.608	STRUCTURAL STEEL-OVERHEAD SIGN TRUSS	POUND	19,355.00	3.30	63,871.50
2564.608	STRUCTURAL STEEL-PANEL MOUNTING POST	POUND	2,121.00	3.30	6,999.30
2564.618	SIGN	SQ FT	684.00	80.00	54,720.00
2564.618	SIGN PANEL OVERLAY	SQ FT	1,552.00	30.00	46,560.00
2564.618	EXTRUDED PANEL	SQ FT	1,480.00	30.00	44,400.00
2565.616	TEMPORARY SIGNAL SYSTEM A	SYSTEM	0.50	200,000.00	100,000.00
2565.616	TEMPORARY SIGNAL SYSTEM B	SYSTEM	0.50	100,000.00	50,000.00
2572.503	TEMPORARY FENCE	LIN FT	265.00	5.00	1,325.00
2572.503	CLEAN ROOT CUTTING	LIN FT	251.00	7.00	1,757.00
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	0.50	16,000.00	8,000.00
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	0.50	15,000.00	7,500.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	113.00	190.00	21,470.00
2573.502	CULVERT END CONTROLS	EACH	9.00	200.00	1,800.00
2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	LIN FT	32.00	30.00	960.00
2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	1,653.00	4.00	6,612.00
2574.505	SUBSOILING (P)	ACRE	13.00	350.00	4,550.00
2574.505	SOIL BED PREPARATION (P)	ACRE	13.00	150.00	1,950.00
2574.507	COMPOST GRADE 2	CU YD	3,802.00	45.00	171,090.00
2574.508	FERTILIZER TYPE 3	POUND	4,048.00	1.00	4,048.00
2574.508	FERTILIZER TYPE 4	POUND	108.00	1.50	162.00
2574.509	LIME	TON	42.00	200.00	8,400.00
2575.504	RAPID STABILIZATION METHOD 4	SQ YD	24,637.00	2.00	49,274.00
2575.504	ROLLED EROSION PREVENTION CATEGORY 10	SQ YD	3,454.00	2.00	6,908.00
2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	17,102.00	2.00	34,204.00
2575.505	SEEDING (P)	ACRE	13.00	300.00	3,900.00
2575.505	MOWING	ACRE	42.00	500.00	21,000.00
2575.505	WEED SPRAYING	ACRE	7.10	300.00	2,130.00
2575.506	WEED SPRAY MIXTURE	GALLON	3.50	100.00	350.00
2575.508	SEED MIXTURE 25-121	POUND	304.00	4.50	1,368.00

(3) 80% STBGP FEDERAL, 20% STATE FUNDS (CAPPED); 100% STATE BOND FUNDS (CAPPED); REMAINDER 100% COUNTY FUNDS

1052605

(P) = PLAN QUANTITY

ITEM NUMBER	SP 002-596-026, SP 0202-116, SP 002-656-001 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (3)
2011.601	SETTLEMENT MONITORING	LUMP SUM	0.30	150,000.00	45,000.00
2021.501	MOBILIZATION	LUMP SUM	0.09	5,500,000.00	495,000.00
2031.502	FIELD OFFICE	EACH	0.09	120,000.00	10,800.00
2031.502	FIELD LABORATORY	EACH	0.09	75,000.00	6,750.00
2101.502	CLEARING	EACH	1.00	250.00	250.00
2101.502	GRUBBING	EACH	1.00	250.00	250.00
2101.505	CLEARING (P)	ACRE	0.40	7,000.00	2,800.00
2101.505	GRUBBING (P)	ACRE	0.40	7,000.00	2,800.00
2104.502	REMOVE PIPE APRON	EACH	2.00	210.00	420.00
2104.502	REMOVE CONCRETE NOSE	EACH	7.00	1,500.00	10,500.00
2104.502	REMOVE POST	EACH	1.00	270.00	270.00
2104.502	REMOVE GUIDE POST	EACH	3.00	100.00	300.00
2104.502	REMOVE GATE VALVE AND BOX	EACH	10.00	550.00	5,500.00
2104.502	REMOVE HYDRANT	EACH	5.00	1,100.00	5,500.00
2104.502	REMOVE DRAINAGE STRUCTURE	EACH	20.00	550.00	11,000.00
2104.502	REMOVE DELINEATOR / MARKER	EACH	4.00	50.00	200.00
2104.502	REMOVE SIGN	EACH	57.00	77.50	4,417.50
2104.502	REMOVE SIGN TYPE SPECIAL	EACH	1.00	55.00	55.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	11.00	5.00	55.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	218.00	3.00	654.00
2104.503	REMOVE WATER MAIN	LIN FT	2,146.00	15.00	32,190.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	1,757.00	18.00	31,626.00
2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	692.00	20.00	13,840.00
2104.503	REMOVE CURB AND GUTTER	LIN FT	7,663.00	4.80	36,782.40
2104.503	REMOVE FENCE	LIN FT	478.00	4.50	2,151.00
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	198.00	12.00	2,376.00
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	875.00	4.00	3,500.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	17,565.00	5.50	96,607.50
2104.518	REMOVE BITUMINOUS WALK	SQ FT	1,508.00	1.50	2,262.00
2104.518	REMOVE CONCRETE WALK	SQ FT	20,929.00	2.00	41,858.00
2104.518	REMOVE CONCRETE MEDIAN	SQ FT	258.00	2.00	516.00
2104.603	ABANDON WATER MAIN	LIN FT	136.00	12.00	1,632.00
2106.507	EXCAVATION - COMMON (P)	CU YD	5,258.00	12.00	63,096.00
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	7,189.00	30.00	215,670.00

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ITEM NUMBER	SP 002-596-026, SP 0202-116, SP 002-656-001 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (3)
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	118,830.00	10.00	1,188,300.00
2106.607	EXCAVATION SPECIAL	CU YD	5,500.00	14.00	77,000.00
2106.609	HAUL AND DISPOSE OF CONTAMINATED MATERIAL	TON	4,320.00	22.00	95,040.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	3,795.00	35.00	132,825.00
2301.502	DOWEL BAR	EACH	32.00	15.00	480.00
2331.603	JOINT ADHESIVE	LIN FT	13,022.00	0.60	7,813.20
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	174.00	90.00	15,660.00
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	283.00	90.00	25,470.00
2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C)	TON	123.00	90.00	11,070.00
2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (4,B)	TON	1,236.00	90.00	111,240.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F)	TON	2,203.00	95.00	209,285.00
2401.503	TYPE MOD P-1 BARRIER CONC (3S52)	LIN FT	766.00	150.00	114,900.00
2406.503	EXPANSION JOINTS, DESIGN E8	LIN FT	255.00	200.00	51,000.00
2406.504	BRIDGE APPROACH PANELS (P)	SQ YD	877.00	375.00	328,875.00
2411.507	STRUCTURAL CONCRETE (1G52) (P)	CU YD	447.00	600.00	268,200.00
2411.507	STRUCTURAL CONCRETE (3B52) (P)	CU YD	167.00	1,000.00	167,000.00
2411.507	STRUCTURAL CONCRETE (3G52) (P)	CU YD	544.00	1,100.00	598,400.00
2411.508	REINFORCEMENT BARS (P)	POUND	34,258.00	1.75	59,951.50
2411.508	REINFORCEMENT BARS (EPOXY COATED) (P)	POUND	140,962.00	2.00	281,924.00
2411.604	MECHANICALLY STABILIZED EARTH WALL (P)	SQ YD	969.00	700.00	678,300.00
2411.618	ARCHITECTURAL CONCRETE TEXTURE (THIN BRICK) (P)	SQ FT	207.00	40.00	8,280.00
2451.507	STRUCTURE EXCAVATION CLASS U (P)	CU YD	1,463.00	15.00	21,945.00
2451.607	STRUCTURAL BACKFILL (P)	CU YD	12,461.00	30.00	373,830.00
2451.607	STRUCTURAL BACKFILL (MOD) (P)	CU YD	5,689.00	25.00	142,225.00
2475.503	ORNAMENTAL METAL RAILING DESIGN T-4 PC	LIN FT	479.00	250.00	119,750.00
2501.502	18" RC PIPE APRON	EACH	2.00	1,500.00	3,000.00
2501.502	24" RC PIPE APRON	EACH	1.00	1,900.00	1,900.00
2502.503	4" TP PIPE DRAIN	LIN FT	84.00	15.00	1,260.00
2502.503	4" PERF TP PIPE DRAIN	LIN FT	1,391.00	12.00	16,692.00
2502.601	DRAINAGE SYSTEM	LUMP SUM	0.40	17,000.00	6,800.00
2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	383.00	60.00	22,980.00
2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	856.00	65.00	55,640.00
2503.503	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	396.00	70.00	27,720.00
2503.503	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	219.00	85.00	18,615.00

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(P) = PLAN QUANTITY

ITEM NUMBER	SP 002-596-026, SP 0202-116, SP 002-656-001 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (3)
2503.503	24" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	202.00	95.00	19,190.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	1.00	3,000.00	3,000.00
2503.603	PLUG FILL AND ABANDON PIPE SEWER	LIN FT	136.00	70.00	9,520.00
2503.603	36" STEEL CASING PIPE	LIN FT	35.00	350.00	12,250.00
2503.603	42" STEEL CASING PIPE	LIN FT	60.00	500.00	30,000.00
2506.502	CASTING ASSEMBLY	EACH	26.00	900.00	23,400.00
2506.502	ADJUST FRAME AND RING CASTING	EACH	1.00	800.00	800.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LIN FT	16.00	450.00	7,200.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN N	LIN FT	19.00	400.00	7,600.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	97.00	525.00	50,925.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	19.00	750.00	14,250.00
2511.504	GEOTEXTILE FILTER TYPE 4	SQ YD	85.00	6.00	510.00
2511.507	RANDOM RIPRAP CLASS III	CU YD	22.00	105.00	2,310.00
2521.518	4" CONCRETE WALK	SQ FT	10,724.00	6.00	64,344.00
2521.518	6" CONCRETE WALK	SQ FT	5,378.00	12.00	64,536.00
2521.518	7" CONCRETE WALK	SQ FT	3,560.00	15.00	53,400.00
2521.602	DRILL AND GROUT REINF BAR (EPOXY COATED)	EACH	261.00	16.00	4,176.00
2521.618	CONCRETE CURB RAMP WALK	SQ FT	5,917.00	16.00	94,672.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B412	LIN FT	283.00	24.00	6,792.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	425.00	26.00	11,050.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	4,962.00	28.00	138,936.00
2531.503	CONCRETE CURB AND GUTTER DESIGN R424	LIN FT	365.00	28.00	10,220.00
2531.503	CONCRETE CURB AND GUTTER DESIGN S524	LIN FT	1,625.00	30.00	48,750.00
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	9.00	90.00	810.00
2531.603	CONCRETE SILL	LIN FT	56.00	20.00	1,120.00
2531.603	CONCRETE CURB DESIGN V	LIN FT	21.00	60.00	1,260.00
2531.618	TRUNCATED DOMES	SQ FT	613.00	55.00	33,715.00
2540.602	RELOCATE MAIL BOX SUPPORT	EACH	1.00	1,000.00	1,000.00
2545.501	LIGHTING SYSTEM "G"	LUMP SUM	1.00	31,000.00	31,000.00
2554.502	GUIDE POST TYPE B	EACH	3.00	85.00	255.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.09	950,000.00	85,500.00
2564.602	DELINEATOR / MARKER PANEL	EACH	2.00	55.00	110.00
2564.618	SIGN	SQ FT	483.00	80.00	38,640.00
2564.618	SIGN TYPE SPECIAL	SQ FT	13.00	55.00	715.00

(4) 80% INFRA FEDERAL, 20% STATE BOND FUNDS (CAPPED); REMAINDER 100% COUNTY FUNDS

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ITEM NUMBER	SP 002-596-026, SP 0202-116, SP 002-656-001 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (4)
2011.601	SETTLEMENT MONITORING	LUMP SUM	0.40	150,000.00	60,000.00
2021.501	MOBILIZATION	LUMP SUM	0.14	5,500,000.00	770,000.00
2031.502	FIELD OFFICE	EACH	0.14	120,000.00	16,800.00
2031.502	FIELD LABORATORY	EACH	0.14	75,000.00	10,500.00
2101.502	CLEARING	EACH	13.00	250.00	3,250.00
2101.502	GRUBBING	EACH	13.00	250.00	3,250.00
2104.502	REMOVE PIPE APRON	EACH	1.00	210.00	210.00
2104.502	REMOVE CONCRETE NOSE	EACH	7.00	1,500.00	10,500.00
2104.502	REMOVE GUIDE POST	EACH	1.00	100.00	100.00
2104.502	REMOVE GATE VALVE AND BOX	EACH	14.00	550.00	7,700.00
2104.502	REMOVE HYDRANT	EACH	4.00	1,100.00	4,400.00
2104.502	REMOVE DRAINAGE STRUCTURE	EACH	37.00	550.00	20,350.00
2104.502	REMOVE DELINEATOR / MARKER	EACH	3.00	50.00	150.00
2104.502	REMOVE SIGN	EACH	52.00	77.50	4,030.00
2104.502	REMOVE SIGN TYPE SPECIAL	EACH	1.00	55.00	55.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	3.00	5.00	15.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	490.00	3.00	1,470.00
2104.503	REMOVE WATER MAIN	LIN FT	1,962.00	15.00	29,430.00
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	2,475.00	18.00	44,550.00
2104.503	REMOVE SEWER PIPE (SANITARY)	LIN FT	1,134.00	20.00	22,680.00
2104.503	REMOVE CURB AND GUTTER	LIN FT	7,596.00	4.80	36,460.80
2104.503	REMOVE RETAINING WALL	LIN FT	120.00	25.00	3,000.00
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	85.00	12.00	1,020.00
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	2,642.00	4.00	10,568.00
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	15,264.00	5.50	83,952.00
2104.518	REMOVE BITUMINOUS WALK	SQ FT	12,117.00	1.50	18,175.50
2104.518	REMOVE CONCRETE WALK	SQ FT	11,923.00	2.00	23,846.00
2104.601	REMOVE MISCELLANEOUS DEBRIS	LUMP SUM	0.10	10,000.00	1,000.00
2104.603	ABANDON WATER MAIN	LIN FT	126.00	12.00	1,512.00
2106.507	EXCAVATION - COMMON (P)	CU YD	5,988.00	12.00	71,856.00
2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	7,564.00	30.00	226,920.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	125,347.00	10.00	1,253,470.00
2118.507	AGGREGATE SURFACING (CV) CLASS 2 (P)	CU YD	540.00	80.00	43,200.00
2211.507	AGGREGATE BASE (CV) CLASS 6 (P)	CU YD	3,653.00	35.00	127,855.00

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ITEM NUMBER	SP 002-596-026, SP 0202-116, SP 002-656-001 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (4)
2231.604	BITUMINOUS PATCH SPECIAL	SQ YD	789.00	80.00	63,120.00
2301.502	DOWEL BAR	EACH	152.00	15.00	2,280.00
2331.603	JOINT ADHESIVE	LIN FT	11,602.00	0.60	6,961.20
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	TON	288.00	90.00	25,920.00
2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (4,B)	TON	1,416.00	90.00	127,440.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4,F)	TON	2,593.00	95.00	246,335.00
2401.503	TYPE MOD P-1 BARRIER CONC (3S52)	LIN FT	1,913.00	150.00	286,950.00
2406.503	EXPANSION JOINTS, DESIGN E8	LIN FT	261.00	200.00	52,200.00
2406.504	BRIDGE APPROACH PANELS (P)	SQ YD	1,446.00	375.00	542,250.00
2411.507	STRUCTURAL CONCRETE (1G52) (P)	CU YD	343.00	600.00	205,800.00
2411.507	STRUCTURAL CONCRETE (3B52) (P)	CU YD	573.00	1,000.00	573,000.00
2411.507	STRUCTURAL CONCRETE (3G52) (P)	CU YD	435.00	1,100.00	478,500.00
2411.508	REINFORCEMENT BARS (P)	POUND	26,765.00	1.75	46,838.75
2411.508	REINFORCEMENT BARS (EPOXY COATED) (P)	POUND	182,761.00	2.00	365,522.00
2411.604	MECHANICALLY STABILIZED EARTH WALL (P)	SQ YD	3,245.00	700.00	2,271,500.00
2411.618	ARCHITECTURAL CONCRETE TEXTURE (THIN BRICK) (P)	SQ FT	138.00	40.00	5,520.00
2451.507	STRUCTURE EXCAVATION CLASS U (P)	CU YD	2,761.00	15.00	41,415.00
2451.607	STRUCTURAL BACKFILL (P)	CU YD	6,929.00	30.00	207,870.00
2451.607	STRUCTURAL BACKFILL (MOD) (P)	CU YD	24,308.00	25.00	607,700.00
2475.503	ORNAMENTAL METAL RAILING DESIGN T-4 PC	LIN FT	1,037.00	250.00	259,250.00
2501.502	15" RC PIPE APRON	EACH	1.00	1,200.00	1,200.00
2502.503	4" TP PIPE DRAIN	LIN FT	221.00	15.00	3,315.00
2502.503	4" PERF TP PIPE DRAIN	LIN FT	5,149.00	12.00	61,788.00
2502.601	DRAINAGE SYSTEM	LUMP SUM	0.30	17,000.00	5,100.00
2503.503	12" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	439.00	60.00	26,340.00
2503.503	15" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	773.00	65.00	50,245.00
2503.503	21" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	90.00	80.00	7,200.00
2503.503	24" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	466.00	85.00	39,610.00
2503.503	27" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	210.00	100.00	21,000.00
2503.503	27" RC PIPE SEWER DESIGN 3006 CLASS IV	LIN FT	143.00	120.00	17,160.00
2503.503	30" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	339.00	120.00	40,680.00
2503.503	36" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	165.00	150.00	24,750.00
2503.503	36" RC PIPE SEWER DESIGN 3006 CLASS IV	LIN FT	27.00	180.00	4,860.00
2503.503	36" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	288.00	200.00	57,600.00

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ITEM NUMBER	SP 002-596-026, SP 0202-116, SP 002-656-001 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (4)
2503.503	42" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	228.00	200.00	45,600.00
2503.503	42" RC PIPE SEWER DESIGN 3006 CLASS V	LIN FT	490.00	250.00	122,500.00
2503.503	42" RC PIPE SEWER DESIGN 3006 CLASS V-JACKED	LIN FT	172.00	1,500.00	258,000.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	5.00	3,000.00	15,000.00
2503.603	PLUG FILL AND ABANDON PIPE SEWER	LIN FT	319.00	70.00	22,330.00
2503.603	42" STEEL CASING PIPE	LIN FT	45.00	500.00	22,500.00
2503.603	48" STEEL CASING PIPE	LIN FT	35.00	750.00	26,250.00
2503.603	72" STEEL CASING PIPE	LIN FT	65.00	1,250.00	81,250.00
2503.603	72" STEEL CASING PIPE (JACKED)	LIN FT	85.00	1,500.00	127,500.00
2503.603	CONSOLIDATION GROUT	LIN FT	90.00	350.00	31,500.00
2506.502	CASTING ASSEMBLY	EACH	39.00	900.00	35,100.00
2506.502	ADJUST FRAME AND RING CASTING	EACH	2.00	800.00	1,600.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN F	LIN FT	30.00	450.00	13,500.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LIN FT	8.00	450.00	3,600.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN N	LIN FT	32.00	400.00	12,800.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	LIN FT	4.00	450.00	1,800.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	102.00	525.00	53,550.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	88.00	750.00	66,000.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	LIN FT	23.00	875.00	20,125.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 84-4020	LIN FT	20.00	1,500.00	30,000.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 96-4020	LIN FT	8.00	2,000.00	16,000.00
2506.602	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 4	EACH	1.00	30,000.00	30,000.00
2521.518	4" CONCRETE WALK	SQ FT	9,426.00	6.00	56,556.00
2521.518	6" CONCRETE WALK	SQ FT	4,201.00	12.00	50,412.00
2521.518	7" CONCRETE WALK	SQ FT	3,560.00	15.00	53,400.00
2521.602	DRILL AND GROUT REINF BAR (EPOXY COATED)	EACH	263.00	16.00	4,208.00
2521.618	CONCRETE CURB RAMP WALK	SQ FT	6,521.00	16.00	104,336.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B412	LIN FT	283.00	24.00	6,792.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	95.00	24.00	2,280.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	843.00	26.00	21,918.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	2,932.00	28.00	82,096.00
2531.503	CONCRETE CURB AND GUTTER DESIGN R424	LIN FT	365.00	28.00	10,220.00
2531.503	CONCRETE CURB AND GUTTER DESIGN S524	LIN FT	1,317.00	30.00	39,510.00
2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	26.00	90.00	2,340.00

(4) 80% INFRA FEDERAL, 20% STATE BOND FUNDS (CAPPED); REMAINDER 100% COUNTY FUNDS

1052605

(P) = PLAN QUANTITY

ITEM NUMBER	SP 002-596-026, SP 0202-116, SP 002-656-001 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (4)
2531.603	CONCRETE SILL	LIN FT	45.00	20.00	900.00
2531.603	CONCRETE CURB DESIGN V	LIN FT	48.00	60.00	2,880.00
2531.618	TRUNCATED DOMES	SQ FT	552.00	55.00	30,360.00
2545.501	LIGHTING SYSTEM "H"	LUMP SUM	1.00	36,000.00	36,000.00
2554.502	GUIDE POST TYPE B	EACH	4.00	85.00	340.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.14	950,000.00	133,000.00
2564.602	DELINEATOR / MARKER PANEL	EACH	4.00	55.00	220.00
2564.618	SIGN	SQ FT	417.00	80.00	33,360.00
2564.618	SIGN TYPE SPECIAL	SQ FT	17.00	55.00	935.00
2572.503	TEMPORARY FENCE	LIN FT	93.00	5.00	465.00
2572.503	CLEAN ROOT CUTTING	LIN FT	80.00	7.00	560.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	23.00	190.00	4,370.00
2573.502	CULVERT END CONTROLS	EACH	1.00	200.00	200.00
2573.503	SILT FENCE, TYPE MS	LIN FT	481.00	2.50	1,202.50
2574.505	SUBSOILING (P)	ACRE	3.00	350.00	1,050.00
2574.505	SOIL BED PREPARATION (P)	ACRE	3.00	150.00	450.00
2574.507	COMPOST GRADE 2	CU YD	936.00	45.00	42,120.00
2574.508	FERTILIZER TYPE 3	POUND	1,219.00	1.00	1,219.00
2574.509	LIME	TON	10.00	200.00	2,000.00
2575.505	SEEDING (P)	ACRE	3.00	300.00	900.00
2575.505	MOWING	ACRE	10.00	500.00	5,000.00
2575.505	WEED SPRAYING	ACRE	1.70	300.00	510.00
2575.506	WEED SPRAY MIXTURE	GALLON	0.85	100.00	85.00
2575.508	SEED MIXTURE 25-131	POUND	375.00	4.50	1,687.50
2575.508	SEED MIXTURE 35-221	POUND	65.00	25.00	1,625.00
2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	13,565.00	2.00	27,130.00
2575.523	RAPID STABILIZATION METHOD 3	M GALLON	21.00	650.00	13,650.00
2582.503	4" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	5,986.00	1.10	6,584.60
2582.503	12" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	36.00	10.00	360.00
2582.503	4" BROKEN LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	567.00	1.10	623.70
2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	1,240.00	4.00	4,960.00
2582.503	12" DOTTED LINE PREFORM THERMO GROUND IN ESR	LIN FT	207.00	22.00	4,554.00
2582.518	PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND IN	SQ FT	108.00	25.00	2,700.00
2582.518	CROSSWALK PREFORM THERMOPLASTIC GROUND IN	SQ FT	150.00	22.00	3,300.00

BOARD OF COUNTY COMMISSIONERS

Anoka County, Minnesota

DATE: May 23, 2023

RESOLUTION #2023-52

OFFERED BY COMMISSIONER: Look

**RESOLUTION AUTHORIZING
COOPERATIVE AGREEMENT WITH MNDOT
RELATED TO EXPANSION/ RECONSTRUCTION OF THE
RAMSEY GATEWAY PROJECT
(SP 002-656-001; SP 002-657-003; SP 0202-116)
(CONTRACT #C0009990)**

WHEREAS, the State of Minnesota (“MnDOT”) and Anoka County (“County”) are partnering in the design of the expansion/reconstruction of US Highway 10/169 in Anoka County, Minnesota (“Highway Project”); and,

WHEREAS, Anoka County, MnDOT, and the City of Ramsey have prepared construction plans and specifications for the US Highway 10/169 corridor through the city of Ramsey, with the design of two grade-separated interchanges at CSAH 56 (Ramsey Boulevard) and CSAH 57 (Sunfish Lake Boulevard) that will replace the existing at-grade signalized intersections with grade-separated interchanges; and,

WHEREAS, the Highway Project will also include grade separation of the BNSF Railway at Ramsey Boulevard and Sunfish Boulevard, and a new frontage road between Ramsey Boulevard and Sunfish Lake Boulevard; and,

WHEREAS, MnDOT will provide for payment to the county for the state's share of the project costs for the US Highway 10/169 overpass bridge construction and other associated construction to be performed upon, along, and adjacent to US Highway 10/169, from 0.4 miles east of CSAH 83 (Armstrong Boulevard), to 0.6 miles east of Sunfish Lake Boulevard within the corporate county limits, under State Project No. 0202-116:

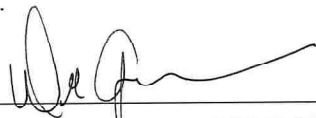
NOW, THEREFORE, BE IT RESOLVED that Anoka County, by and through its Board of Commissioners, does hereby authorize entering into MnDOT Agreement #1052605 (Contract #C0009990) with the State of Minnesota, Department of Transportation, for the purposes stated above.

BE IT FURTHER RESOLVED the Anoka County board chair and county administrator, or their designees, are authorized to execute all documents necessary to complete the transaction, subject to review as to form by the Anoka County Attorney’s Office.

**STATE OF MINNESOTA)
COUNTY OF ANOKA) ss**

I, Dee Guthman, Deputy County Administrator, Anoka County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Anoka County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on May 23, 2023, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 23rd day of May 2023.



DEE GUTHMAN
DEPUTY COUNTY ADMINISTRATOR


	YES	NO
DISTRICT #1 – LOOK	X	_____
DISTRICT #2 – BRAASTAD	X	_____
DISTRICT #3 – REINERT	X	_____
DISTRICT #4 – SCHULTE	X	_____
DISTRICT #5 – GAMACHE	X	_____
DISTRICT #6 – JEPSON	X	_____
DISTRICT #7 – MEISNER	X	_____

CERTIFICATION

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

I hereby certify that the foregoing Resolution #23-238, is a true and correct copy of the Resolution adopted by the City Council of the City of Ramsey at a meeting thereof held in the City of Ramsey, Minnesota, on the 26th day of September, 2023, as disclosed by the records of said City in my possession.


Dated this the 27th day of September, 2023.


Administrative Clerk

(CITY SEAL)

The foregoing instrument was acknowledged before me the 27th day of September, 2023, by Kathy Schmitz, Administrative Clerk for the City of Ramsey, Minnesota.




Signature of Notary

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

RESOLUTION #23-238

RESOLUTION APPROVING UPDATED MnDOT COOPERATIVE CONSTRUCTION AGREEMENT NO. 1052605 FOR RAMSEY GATEWAY HIGHWAY 10 IMPROVEMENTS

WHEREAS, Anoka County is proposing grade-separation improvements on County State Aid Highway (CSAH) 56/Ramsey Boulevard and CSAH 57/Sunfish Lake Boulevard at the Burlington Northern Santa Fe (BNSF) Railway and U.S. Highway 10/169 crossings to improve traffic operations and safety on each facility in partnership with BNSF, the City of Ramsey, and the Minnesota Department of Transportation (MnDOT); and

WHEREAS, the proposed improvements generally include reconstructing portions of U.S. Highway 10/169, CSAH 56/Ramsey Boulevard, CSAH 57/Sunfish Lake Boulevard, and Riverdale Drive; constructing new frontage roads; constructing sidewalks, trails and pedestrian curb ramps; constructing bridges and roundabouts; extending/reconstructing municipal utilities; constructing a temporary traffic control signal system; establishing turf; and installing striping and signing; and

WHEREAS, said parties mutually agree that the at-grade intersections of CSAH 56 and CSAH 57 at the BNSF Railway and U.S. Highway 10 crossings require grade separation to improve traffic operations and safety on each facility; and

WHEREAS, U.S. Highway 10 is under the jurisdiction of MnDOT; and

WHEREAS, CSAH 56/Ramsey Boulevard and CSAH 57/Sunfish Lake Boulevard are County State Aid Highways under the jurisdiction of Anoka County; and

WHEREAS, Riverdale Drive and the Frontage Road north of Highway 10 are Municipal State Aid Streets under the jurisdiction of the City of Ramsey; and

WHEREAS, the BNSF Railway is under the jurisdiction of BNSF; and

WHEREAS, pursuant to City Council Resolution #23-149 adopted June 27, 2023, the Mayor and City Administrator were directed to enter into MnDOT Cooperative Construction Agreement No. 1052001 with the State of Minnesota, Department of Transportation, and Anoka County to provide for payment by the City to the State of the City's share of the costs of the construction engineering in connection with the City water main and sanitary sewer to be performed upon, along, and adjacent to Trunk Highway 10 from 0.32 miles east of Armstrong Boulevard (County State Aid Highway 83) to 0.38 miles west of Thurston Avenue under State Project 0202-123 (TH 10=003) to facilitate the expedient construction of the Ramsey Gateway Highway 10 Improvements; and

WHEREAS, pursuant to City Council Resolution #23-172 adopted September 12, 2023, the Mayor and City Administrator were authorized and directed to enter into MnDOT Agreement

No. 1052605 with the State of Minnesota, Department of Transportation, to provide for payment by the City to the State of the City's share of the costs of the construction engineering in connection with the City water main and sanitary sewer construction to be performed upon, along, and adjacent to Trunk Highway 10 from 0.37 miles east of Armstrong Boulevard (County State Aid Highway [CSAH] 83) TO 0.57 miles east of Sunfish Lake Boulevard (CSAH 57) and on CSAH 56 from 0.02 miles south of TH 10/169 to 0.40 miles south of Bunker Lake Boulevard (CSAH 116) and on CSAH 57 from TH 10/169 to 0.11 miles south of Bunker Lake Boulevard (CSAH 116) and on Riverdale Drive from 0.15 miles west of Ramsey Boulevard to 0.13 miles east of Ramsey Boulevard, and on Sunfish Lake Boulevard from Riverdale Drive to TH 10 under State Project 002-596-026 and State Project 0202-116 (TH 10=003); and

WHEREAS, on September 14, 2023, MnDOT provided an updated version of Cooperative Construction Agreement #1052605 to the City including new sections 4.7, 4.8, 4.9 and 4.10 outlining requirements and responsibilities by and between Anoka County and MnDOT for a project field office, along with a request that the City re-sign the City signature page and submit it with an updated certified resolution; and

WHEREAS, the parties agree it is in the best interest of the public to construct the improvements.

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

- 1) That the Mayor and City Administrator are hereby authorized and directed to enter into updated MnDOT Agreement No. 1052605 with the State of Minnesota, Department of Transportation, to provide for payment by the City to the State of the City's share of the costs of the construction engineering in connection with the City water main and sanitary sewer construction to be performed upon, along, and adjacent to Trunk Highway 10 from 0.37 miles east of Armstrong Boulevard (County State Aid Highway [CSAH] 83) TO 0.57 miles east of Sunfish Lake Boulevard (CSAH 57) and on CSAH 56 from 0.02 miles south of TH 10/169 to 0.40 miles south of Bunker Lake Boulevard (CSAH 116) and on CSAH 57 from TH 10/169 to 0.11 miles south of Bunker Lake Boulevard (CSAH 116) and on Riverdale Drive from 0.15 miles west of Ramsey Boulevard to 0.13 miles east of Ramsey Boulevard, and on Sunfish Lake Boulevard from Riverdale Drive to TH 10 under State Project 002-596-026 and State Project 0202-116 (TH 10=003).

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

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

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

None

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 26th day of September, 2023.



Mayor

ATTEST:



**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
ANOKA COUNTY
AND
CITY OF RAMSEY
AMENDMENT NO. 1**

State Project Number:	<u>0202-116</u>	Original Amount Encumbered
Trunk Highway Number:	<u>10=003</u>	<u>\$28,000,000.00</u>
State Project Number:	<u>002-596-026</u>	Total Obligation
State Project Number:	<u>002-656-001</u>	<u>\$28,000,000.00</u>
State Project Number:	<u>002-657-003</u>	
State Project Number:	<u>199-113-003</u>	
State Project Number:	<u>199-115-006</u>	
Federal Project Number:	<u>NHFP-STBG 0010(340)</u>	
Lighting System A Feed Point No.:	<u>F04R</u>	
Lighting System B Feed Point No.:	<u>F04W</u>	
Lighting System C Feed Point No.:	<u>F04U</u>	
Lighting System D Feed Point No.:	<u>F04Y</u>	
Lighting System E Feed Point No.:	<u>City</u>	
Lighting System F Feed Point No.:	<u>City</u>	
Lighting System G Feed Point No.:	<u>City</u>	
Lighting System H Feed Point No.:	<u>City</u>	
Bridge Numbers:	<u>02061, 02062</u>	

This Amendment is to Agreement 1052605 between the State of Minnesota, acting through its Commissioner of Transportation (State), Anoka County, acting through its Board of Commissioners (County), and the City of Ramsey, acting through its City Council (City).

Recitals

1. The State has an Agreement with the County and the City identified as MnDOT Agreement 1052605 (Original Agreement) to provide payment by the State to the County for the State's share of the costs of the grading, bituminous surfacing, ADA improvements, retaining walls, noise walls, high tension cable guardrail, TMS, lighting, and roundabouts construction and other associated construction upon, along, and adjacent to Trunk Highway (TH) 10 from 0.37 miles east of Armstrong Boulevard (County State Aid Highway [CSAH] 83) to 0.57 miles east of Sunfish Lake Boulevard (CSAH 57) and on CSAH 56 from 0.02 miles south of TH 10/169 to 0.40 miles south of Bunker Lake Boulevard (CSAH 116) and on CSAH 57 from TH 10/169 to 0.11 miles south of Bunker Lake Boulevard (CSAH 116) and on Riverdale Drive from 0.15 miles west of Ramsey Boulevard to 0.13 miles east of Ramsey Boulevard, and on Sunfish Lake Boulevard from Riverdale Drive to TH 10 according to County-prepared plans, specifications, and special provisions designated by the County as State Project (SP) 002-596-026 and by the City and the State as SP 0202-116 (TH 10=003); and
2. The Original Agreement is amended to clarify the maintenance responsibilities for Bridges 02061 and 02062; and
3. The State, County, and City are willing to amend the Original Agreement as stated below.

Agreement Amendment

REVISION 1. Article 1.6, Exhibits, is amended as follows (deleted contract terms are struck out and added contract terms are underlined):

- 1.6 Exhibits.** Preliminary Schedule "I" is attached and incorporated into this Agreement. Exhibit A – Signing Ownership and Maintenance, Exhibit B – Drainage Ownership and Maintenance, Exhibit C – Wall Maintenance, ~~and~~ Exhibit D – Lighting Maintenance, and Exhibit E – Shared Use Paths Ownership and Maintenance are on file in the office of the State's Cooperative Agreements Engineer at Saint Paul and incorporated into this Agreement by reference.

REVISION 2. Article 5.5, Trails, regarding City maintenance, is deleted in its entirety and replaced with Article 5.5, Shared Use Paths, as follows:

- 5.5 Shared Use Paths.** The City will own and provide routine and minor maintenance of the shared use path construction on State Right-of-Way as shown on Exhibit E – Shared Use Paths Ownership and Maintenance. Routine and minor maintenance may include, but are not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, replacement of failing section(s) of pavement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the shared use path in a safe, usable, and aesthetically acceptable condition as determined by the State's District Maintenance Engineer and all applicable laws including, but not limited to, the Americans with Disabilities Act. If the City fails to perform its maintenance services under this Agreement in compliance with applicable laws, the State will provide the City with a notice of non-compliance. Within three business days of sending the notice of non-compliance, the State's District Maintenance Engineer and the City Engineer will meet to discuss the City's performance of maintenance and decide upon next steps to remedy any non-compliant performance. If the parties cannot agree upon a remedy, the State may perform such obligation and the City will reimburse the State for the cost thereof plus 10 percent of such cost for overhead and supervision within 30 days of receipt of the State's invoice. The State and the City agree that full pavement replacement is outside of routine and minor maintenance, and the State and the City will share in the cost of pavement replacement according to the State's Cost Participation and Maintenance Responsibilities with Local Units of Government Manual, as amended or revised.

REVISION 3. Add the following Articles 5.11, State Right-of-Way Access, and 5.12, Environmental, regarding City maintenance:

- 5.11 State Right-of-Way Access.** The State authorizes the City to enter upon State Right-of-Way to perform the maintenance activities described in this Agreement. The City must notify and coordinate with the State's District Maintenance Engineer prior to accessing State Right-of-Way. While the City is occupying the State's Right-of-Way, they must comply with the approved traffic control plan and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 5.12 Environmental.** The City will not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's Right-of-Way. In the event of spillage of regulated materials, the City will immediately notify the State's Authorized Representative in writing and will provide for cleanup of the spilled material and any materials contaminated by the spillage in accordance with all applicable federal, state, and local laws and regulations, at the sole expense of the City.

REVISION 4. Add the following Articles 6.5, Shared Use Paths, 6.6, State Right-of-Way Access, and 6.7, Environmental, regarding County maintenance:

- 6.5 Shared Use Paths.** The County will own and provide routine and minor maintenance of the shared use path construction on State Right-of-Way as shown on Exhibit E – Shared Use Paths Ownership and Maintenance. Routine and minor maintenance may include, but are not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, replacement of failing section(s) of pavement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the shared use path in a safe, usable, and aesthetically acceptable condition as determined by the State's District Maintenance Engineer and all applicable laws including, but not limited to, the Americans with Disabilities Act. If the County fails to perform its maintenance services under this Agreement in compliance with applicable laws, the State will provide the County with a notice of non-compliance. Within three business days of sending the notice of non-compliance, the State's District Maintenance Engineer and the County Engineer will meet to discuss the County's performance of maintenance and decide upon next steps to remedy any non-compliant performance. If the parties cannot agree upon a remedy, the State may perform such obligation and the County will reimburse the State for the cost thereof plus 10 percent of such cost for overhead and supervision within 30 days of receipt of the State's invoice. The State and the County agree that full pavement replacement is outside of routine and minor maintenance, and the State and the County will share in the cost of pavement replacement according to the State's Cost Participation and Maintenance Responsibilities with Local Units of Government Manual, as amended or revised.
- 6.6 State Right-of-Way Access.** The State authorizes the County to enter upon State Right-of-Way to perform the maintenance activities described in this Agreement. The County must notify and coordinate with the State's District Maintenance Engineer prior to accessing State Right-of-Way. While the County is occupying the State's Right-of-Way, they must comply with the approved traffic control plan and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All County personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 6.7 Environmental.** The County will not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's Right-of-Way. In the event of spillage of regulated materials, the County will immediately notify the State's Authorized Representative in writing and will provide for cleanup of the spilled material and any materials contaminated by the spillage in accordance with all applicable federal, state, and local laws and regulations, at the sole expense of the County.

REVISION 5. Article 8, Bridge Ownership and Maintenance, is deleted in its entirety and replaced as follows:

8. Bridge Ownership and Maintenance

- 8.1 Bridge 02061 (CSAH 56/Ramsey Boulevard Over TH 10) and Bridge 02062 (CSAH 57/Sunfish Lake Boulevard Over TH 10)** The State will share ownership responsibilities for Bridges 02061 and 02062 with the County. The State will be listed as the owner of the bridges in the National Bridge Inspection Standards database. The State will perform or contract bridge inspections and major bridge maintenance and will invoice the County for 55 percent of the cost of these activities, including administrative costs, for Bridge 02061 and 58 percent of the cost, including administrative costs, for Bridge 02062. The County will be responsible for all CSAH 56 and CSAH 57 maintenance and minor bridge maintenance, except those items identified below, which are the City's and the State's responsibility.

- A. County Responsibilities**The County will be responsible for minor maintenance, which includes all non-structural maintenance activities on the bridges. The County will keep the roadways and bridges reasonably clear from ice, snow, litter, and debris and undertake proper and timely cleaning and ice and snow control measures when necessary. The County will be responsible for pavement markings, guardrail on the local roadway, graffiti removal that is visible from the local roadway, and non-structurally supported signing. The County will be responsible for oversize, overweight, and special use permits.

Future replacement of the bridge will be in accordance with the Cost Participation Policy.

- B. City Responsibilities**The City will be responsible for maintenance of any sidewalk and/or shared use paths on the bridges and approach panels, without any cost to the State. Maintenance includes, but is not limited to, snow, ice, debris, and graffiti removal, pavement marking maintenance, and signing maintenance. The City will own and maintain non-standard (aesthetic) elements such as decorative lighting, ornamental metal railing and any elements later added to the bridge. Maintenance of the aesthetic elements includes, but is not limited to, graffiti removal and other routine maintenance activities necessary to perpetuate the aesthetic elements in a safe, usable, and aesthetically acceptable condition.
- C. State Responsibilities**The State will perform or contract structural inspections and major maintenance of the bridges and will invoice the County for the cost of those activities at the cost sharing percentages defined above. . Major maintenance includes all structural related maintenance, including expansion joint flushing, deck crack sealing, painting, overlays, redecking and rehabilitation of the bridge, concrete bridge approach panels, and structurally-supported signing on the bridge. The State will be responsible for maintenance of all guardrails on TH 10 below the bridges, roadway signing that is attached to the bridges for the purpose of TH 10 traffic, non-ornamental fencing on the Trunk Highway Right-of-Way, and graffiti removal within the control of access below the bridges. The State will determine the safe load rating for the bridges. The State will provide emergency response for traffic hits and restitution from insurance companies or private parties who have damaged the bridges.

The terms of the Original Agreement are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

(The remainder of this page has been intentionally left blank.)

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: 3000710184

ANOKA COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____
(Chair, Anoka County Board of Commissioners)

Date: _____

By: _____
(Anoka County Administrator)

Date: _____

Recommended for Approval:

By: _____
(Anoka County Engineer)

Date: _____

Approved as to form:

By: _____
(Assistant Anoka County Attorney)

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

CITY OF RAMSEY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

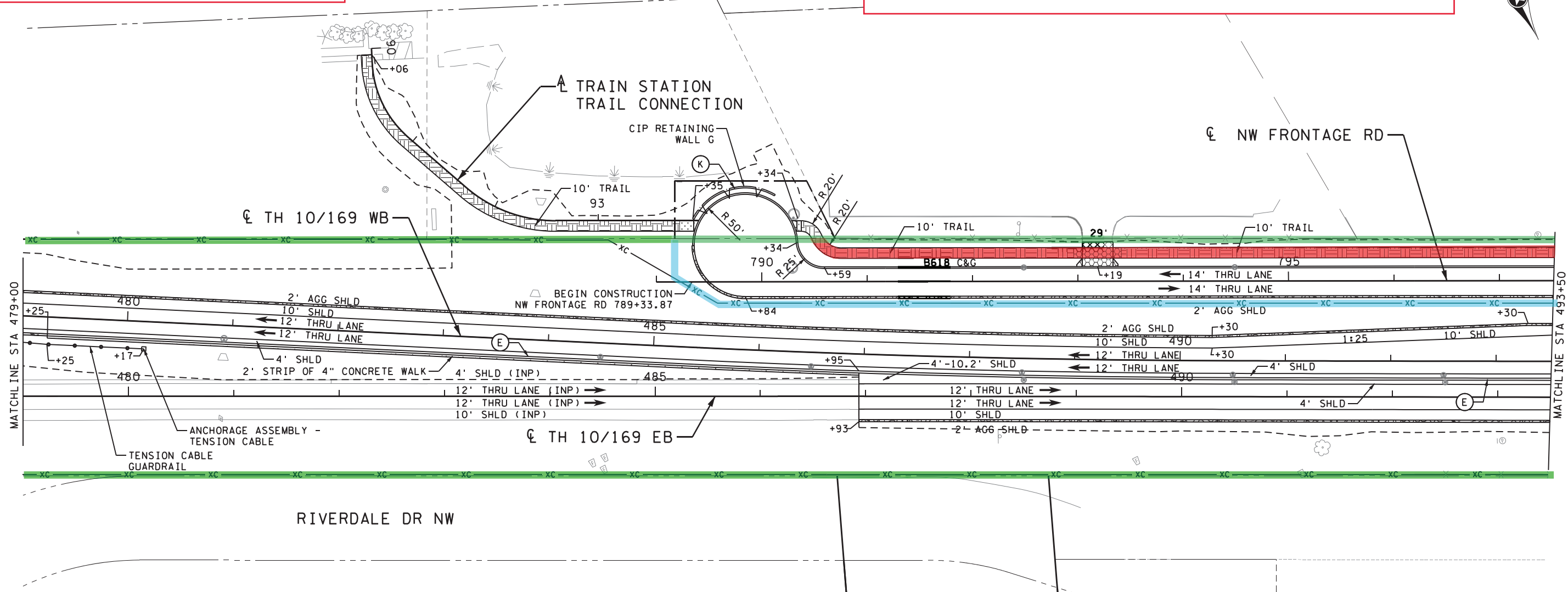
Title: _____

Date: _____







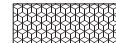

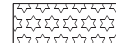
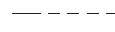
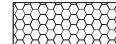
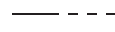

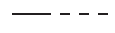

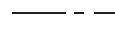

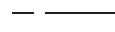
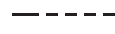
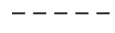

LEGEND

-  Existing MnDOT RW
-  New MnDOT RW
-  City of Ramsey Ownership & Maintenance
-  Anoka County Ownership & Maintenance

EXHIBIT E
SHARED USE PATHS OWNERSHIP AND MAINTENANCE
 AGREEMENT 1052605
 ANOKA COUNTY AND CITY OF RAMSEY
 SHEET 1 OF 8



LEGEND

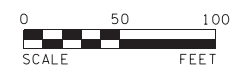
- | | | | |
|---|---|---|--------------------------------|
|  | 4" CONCRETE WALK |  | TRAFFIC FLOW |
|  | 6" CONCRETE WALK |  | TRAFFIC BARRIER DESIGN TYPE 31 |
|  | CONCRETE CURB RAMP WALK |  | PROPOSED CHAIN LINK FENCE |
|  | 6" CONCRETE DRIVEWAY PAVEMENT |  | PAVEMENT SECTION TRANSITION |
|  | 7" CONCRETE WALK (TRUCK APRON) |  | EXISTING PERM EASEMENT |
|  | 8" CONCRETE DRIVEWAY PAVEMENT |  | EXISTING RR RIGHT-OF-WAY |
|  | BITUMINOUS COMMERCIAL DRIVEWAY/PARKING LOT PAVEMENT |  | EXISTING RIGHT-OF-WAY |
|  | 3" BITUMINOUS WALK |  | PROPOSED RIGHT-OF-WAY |
|  | AGGREGATE SURFACING (CV) CLASS 2 |  | TEMPORARY EASEMENT |
| | |  | PERMANENT EASEMENT |
| | |  | CONSTRUCTION LIMITS |
| | |  | STORM SEWER STRUCTURE |

CONSTRUCTION NOTES:

1. SEE INTERSECTION DETAIL SHEETS FOR INTERSECTION, SIDEWALK, DRIVEWAY AND PEDESTRIAN RAMP DETAILS.
2. SEE ACCESS ROAD PLAN FOR ACCESS ROAD ALIGNMENTS, PROFILES, AND ADDITIONAL DESIGN INFORMATION.
3. SEE TURF ESTABLISHMENT, EROSION CONTROL, AND SUPERELEVATION PLAN FOR SUPERELEVATION AND PAVEMENT CROSS SLOPE TRANSITIONS.

SHEET NOTES:

- (E) CONCRETE MEDIAN BARRIER DESIGN SINGLE SLOPE TYPE 42 A, MNDOT STANDARD PLAN (5-297.681).
- (K) 36" TYPE P-1, (TL-2) BARRIER CONCRETE (3S52) & ORNAMENTAL METAL RAILING TYPE SPECIAL PC (SEE MSE RETAINING WALL PLAN FOR DETAILS).



12224 NICOLLET AVENUE
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 Email: Burnsville@bolton-menk.com
 www.bolton-menk.com

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Benjamin A. Ulrich
 BENJAMIN A. ULRICH
 LIC. NO. 59444 DATE 03-08-2023

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S.P. 0202-116 (TH10), S.P. 002-596-026, S.P. 002-656-001,
 S.P. 002-657-003, S.P. 199-113-003, S.P. 199-115-006
 TH 10/169 IMPROVEMENTS
 CONSTRUCTION PLAN

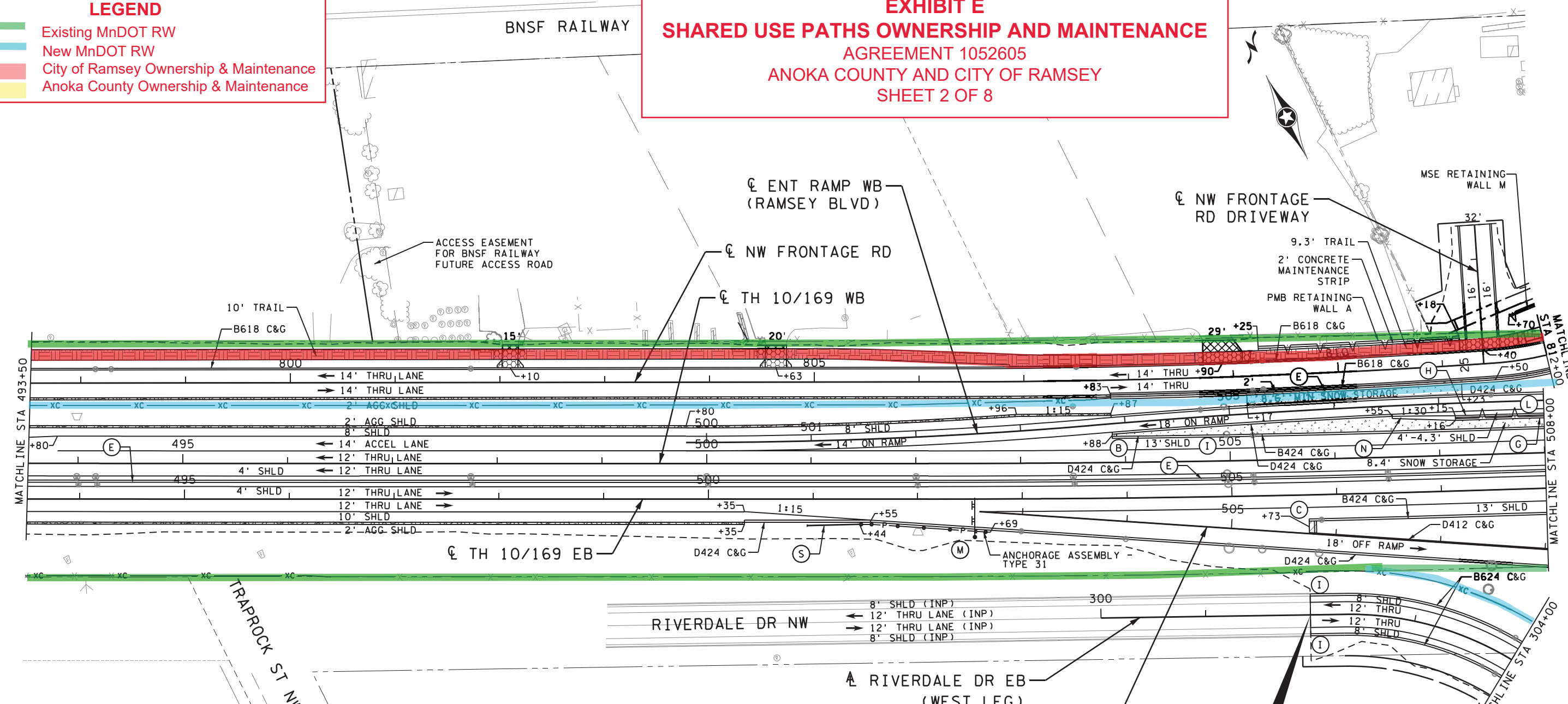
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LEGEND

- Existing MnDOT RW
- New MnDOT RW
- City of Ramsey Ownership & Maintenance
- Anoka County Ownership & Maintenance

EXHIBIT E
SHARED USE PATHS OWNERSHIP AND MAINTENANCE
 AGREEMENT 1052605
 ANOKA COUNTY AND CITY OF RAMSEY
 SHEET 2 OF 8



LEGEND

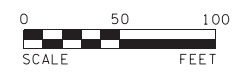
	4" CONCRETE WALK		TRAFFIC FLOW
	6" CONCRETE WALK		TRAFFIC BARRIER DESIGN TYPE 31
	CONCRETE CURB RAMP WALK		PROPOSED CHAIN LINK FENCE
	6" CONCRETE DRIVEWAY PAVEMENT		PAVEMENT SECTION TRANSITION
	7" CONCRETE WALK (TRUCK APRON)		EXISTING PERM EASEMENT
	8" CONCRETE DRIVEWAY PAVEMENT		EXISTING RR RIGHT-OF-WAY
	BITUMINOUS COMMERCIAL DRIVEWAY/PARKING LOT PAVEMENT		EXISTING RIGHT-OF-WAY
	3" BITUMINOUS WALK		PROPOSED RIGHT-OF-WAY
	AGGREGATE SURFACING (CV) CLASS 2		TEMPORARY EASEMENT
			PERMANENT EASEMENT
			CONSTRUCTION LIMITS
			STORM SEWER STRUCTURE

- CONSTRUCTION NOTES:**
- SEE INTERSECTION DETAIL SHEETS FOR INTERSECTION, SIDEWALK, DRIVEWAY AND PEDESTRIAN RAMP DETAILS.
 - SEE ACCESS ROAD PLAN FOR ACCESS ROAD ALIGNMENTS, PROFILES, AND ADDITIONAL DESIGN INFORMATION.
 - SEE TURF ESTABLISHMENT, EROSION CONTROL, AND SUPERELEVATION PLAN FOR SUPERELEVATION AND PAVEMENT CROSS SLOPE TRANSITIONS.

- SHEET NOTES:**
- (B) CONCRETE ENTRANCE NOSE STANDARD PLATE 7107. (PAID FOR AS 6" CONCRETE WALK)
 - (C) CONCRETE EXIT NOSE, SEE MISCELLANEOUS DETAILS. (PAID FOR AS 6" CONCRETE WALK)
 - (E) CONCRETE MEDIAN BARRIER DESIGN SINGLE SLOPE TYPE 42 A, MNDOT STANDARD PLAN (5-297.681).
 - (G) CONCRETE MEDIAN BARRIER SPECIAL (SEE MSE RETAINING WALL PLAN FOR DETAILS).
 - (H) 36" TYPE P-4, (TL-4) BARRIER CONCRETE (3S52) (SEE MSE RETAINING WALL PLAN FOR DETAILS).

- REGIONAL PARK TRAIL**
- (I) 10' CURB TYPE TRANSITION.
 - (L) MOMENT SLAB (SEE MSE RETAINING WALL PLAN FOR DETAILS).
 - (M) OVERHEAD SIGN LOCATION (SEE SIGNING PLANS FOR PANEL AND STRUCTURAL DETAILS).
 - (N) SEE MSE RETAINING WALL DETAILS FOR BARRIER/WALL TRANSITION.
 - (S) END TREATMENT - TANGENT TERMINAL, MNDOT STANDARD PLAN (5-297.612).

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Benjamin A. Ulrich
 BENJAMIN A. ULRICH
 LIC. NO. 59444 DATE 03-08-2023

DESIGNED: BAU
 DRAWN: TWB
 CHECKED: BAU

S.P. 0202-116 (TH10), S.P. 002-596-026, S.P. 002-656-001, S.P. 002-657-003, S.P. 199-113-003, S.P. 199-115-006
 TH 10/169 IMPROVEMENTS
 CONSTRUCTION PLAN

SHEET 233 OF 685

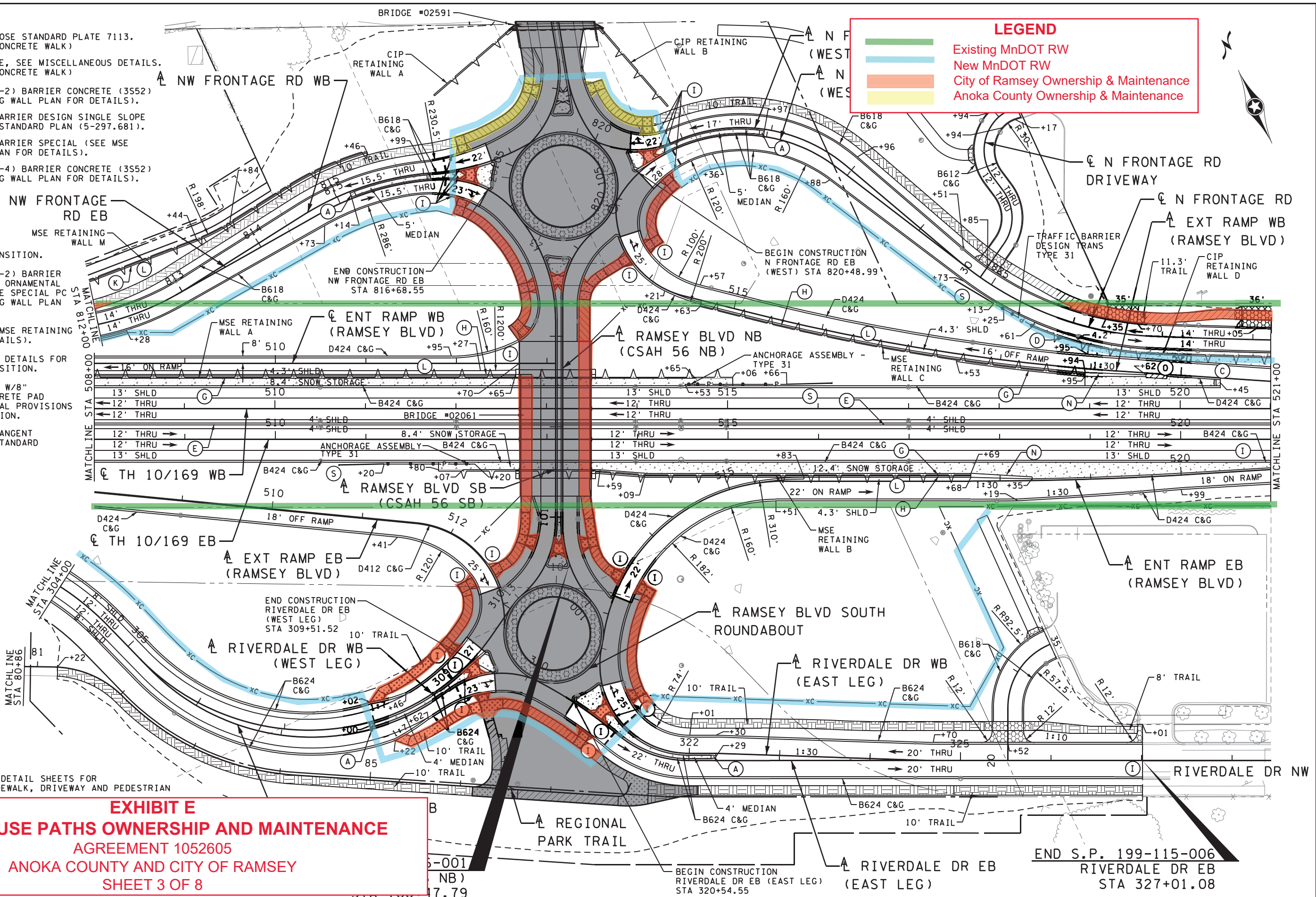
SHEET NOTES:

- (A) CONCRETE MEDIAN NOSE STANDARD PLATE 7113. (PAID FOR AS 6" CONCRETE WALK)
- (C) CONCRETE EXIT NOSE, SEE MISCELLANEOUS DETAILS. (PAID FOR AS 6" CONCRETE WALK)
- (D) 36" TYPE P-1, (TL-2) BARRIER CONCRETE (3S52) (SEE MSE RETAINING WALL PLAN FOR DETAILS).
- (E) CONCRETE MEDIAN BARRIER DESIGN SINGLE SLOPE TYPE 42 A, MNDOT STANDARD PLAN (5-297.681).
- (G) CONCRETE MEDIAN BARRIER SPECIAL (SEE MSE RETAINING WALL PLAN FOR DETAILS).
- (H) 36" TYPE P-4, (TL-4) BARRIER CONCRETE (3S52) (SEE MSE RETAINING WALL PLAN FOR DETAILS).

- (I) 10' CURB TYPE TRANSITION.
- (K) 36" TYPE P-1, (TL-2) BARRIER CONCRETE (3S52) & ORNAMENTAL METAL RAILING TYPE SPECIAL PC (SEE MSE RETAINING WALL PLAN FOR DETAILS).
- (L) MOMENT SLAB (SEE MSE RETAINING WALL PLAN FOR DETAILS).
- (N) SEE MISCELLANEOUS DETAILS FOR BARRIER/WALL TRANSITION.
- (O) IMPACT ATTENUATOR W/8" UNREINFORCED CONCRETE PAD (TL-3). SEE SPECIAL PROVISIONS FOR MORE INFORMATION.
- (S) END TREATMENT - TANGENT TERMINAL, MNDOT STANDARD PLAN (5-297.612).

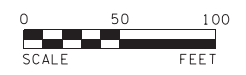
LEGEND

- Existing MnDOT RW
- New MnDOT RW
- City of Ramsey Ownership & Maintenance
- Anoka County Ownership & Maintenance



CONSTRUCTION NOTES:
 1. SEE INTERSECTION DETAIL SHEETS FOR INTERSECTION, SIDEWALK, DRIVEWAY AND PEDESTRIAN RAMP DETAILS.

EXHIBIT E
SHARED USE PATHS OWNERSHIP AND MAINTENANCE
 AGREEMENT 1052605
 ANOKA COUNTY AND CITY OF RAMSEY
 SHEET 3 OF 8



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 BENJAMIN A. ULRICH
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 TH 10/169 IMPROVEMENTS
 CONSTRUCTION PLAN

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LEGEND

	4" CONCRETE WALK		TRAFFIC FLOW
	6" CONCRETE WALK		TRAFFIC BARRIER DESIGN TYPE 31
	CONCRETE CURB RAMP WALK		PROPOSED CHAIN LINK FENCE
	6" CONCRETE DRIVEWAY PAVEMENT		PAVEMENT SECTION TRANSITION
	7" CONCRETE WALK (TRUCK APRON)		EXISTING PERM EASEMENT
	8" CONCRETE DRIVEWAY PAVEMENT		EXISTING RIGHT-OF-WAY
	BITUMINOUS COMMERCIAL DRIVEWAY/PARKING LOT PAVEMENT		PROPOSED RIGHT-OF-WAY
	3" BITUMINOUS WALK		TEMPORARY EASEMENT
	AGGREGATE SURFACING (CV) CLASS 2		PERMANENT EASEMENT
			CONSTRUCTION LIMITS
			STORM SEWER STRUCTURE

CONSTRUCTION NOTES:

1. SEE INTERSECTION DETAIL SHEETS FOR INTERSECTION, SIDEWALK, DRIVEWAY AND PEDESTRIAN RAMP DETAILS.
2. SEE ACCESS ROAD PLAN FOR ACCESS ROAD ALIGNMENTS, PROFILES, AND ADDITIONAL DESIGN INFORMATION.
3. SEE TURF ESTABLISHMENT, EROSION CONTROL, AND SUPERELEVATION PLAN FOR SUPERELEVATION AND PAVEMENT CROSS SLOPE TRANSITIONS.

SHEET NOTES:

- (B) CONCRETE ENTRANCE NOSE STANDARD PLATE 7107. (PAID FOR AS 6" CONCRETE WALK)
- (D) 36" TYPE P-1, (TL-2) BARRIER CONCRETE (3S52) (SEE MSE RETAINING WALL PLAN FOR DETAILS).
- (E) CONCRETE MEDIAN BARRIER DESIGN SINGLE SLOPE TYPE 42 A, MNDOT STANDARD PLAN (5-297.681).
- (M) OVERHEAD SIGN LOCATION (SEE SIGNING PLANS FOR PANEL AND STRUCTURAL DETAILS).
- (S) END TREATMENT - TANGENT TERMINAL, MNDOT STANDARD PLAN (5-297.612).

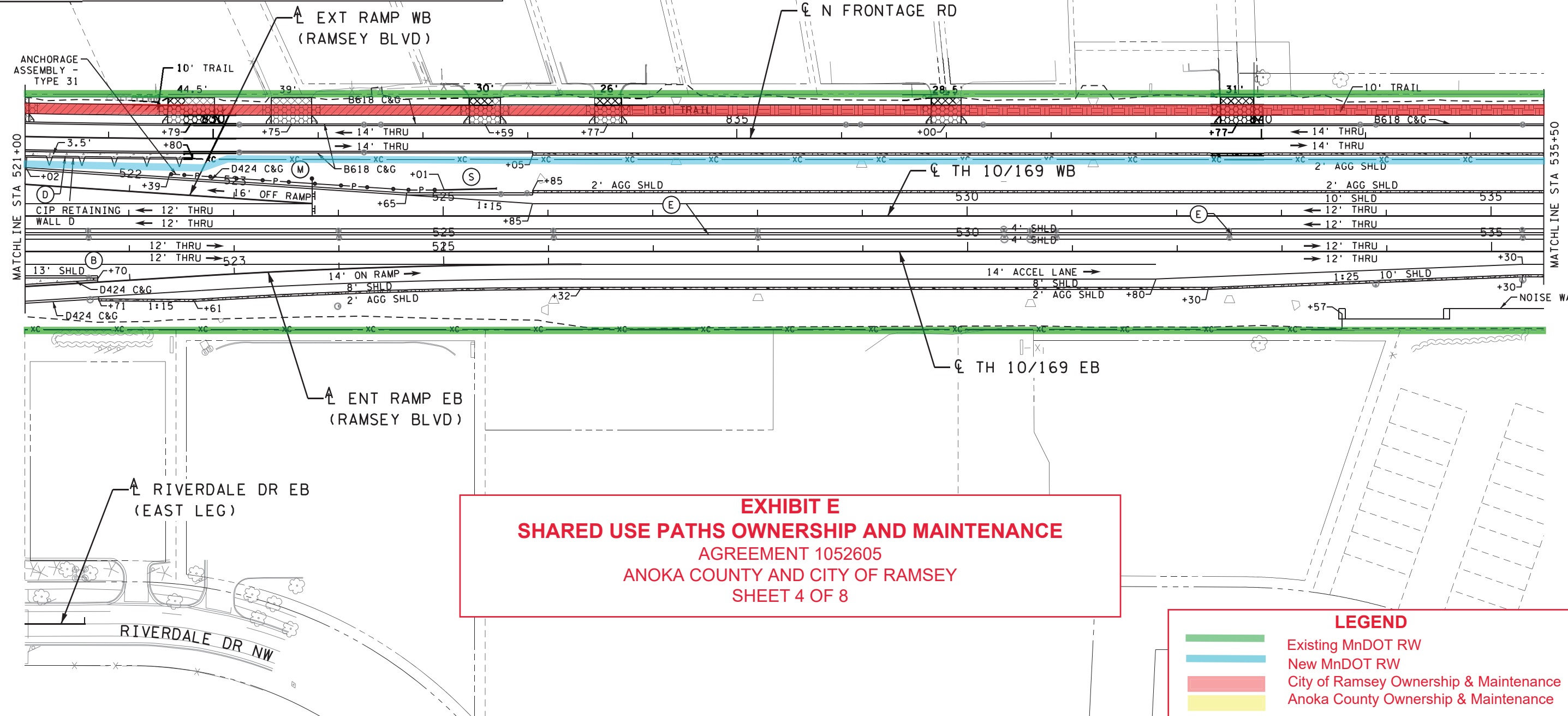


EXHIBIT E
SHARED USE PATHS OWNERSHIP AND MAINTENANCE
 AGREEMENT 1052605
 ANOKA COUNTY AND CITY OF RAMSEY
 SHEET 4 OF 8

LEGEND

	Existing MnDOT RW
	New MnDOT RW
	City of Ramsey Ownership & Maintenance
	Anoka County Ownership & Maintenance

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Benjamin A. Ulrich

BENJAMIN A. ULRICH
 LIC. NO. 59444 DATE 03-08-2023

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 S.P. 002-657-003, S.P. 199-113-003, S.P. 199-115-006
 TH 10/169 IMPROVEMENTS
 CONSTRUCTION PLAN

SHEET
235
OF
685

LEGEND

	4" CONCRETE WALK		TRAFFIC FLOW
	6" CONCRETE WALK		TRAFFIC BARRIER DESIGN TYPE 31
	CONCRETE CURB RAMP WALK		PROPOSED CHAIN LINK FENCE
	6" CONCRETE DRIVEWAY PAVEMENT		PAVEMENT SECTION TRANSITION
	7" CONCRETE WALK (TRUCK APRON)		EXISTING PERM EASEMENT
	8" CONCRETE DRIVEWAY PAVEMENT		EXISTING RIGHT-OF-WAY
	BITUMINOUS COMMERCIAL DRIVEWAY/PARKING LOT PAVEMENT		PROPOSED RIGHT-OF-WAY
	3" BITUMINOUS WALK		TEMPORARY EASEMENT
	AGGREGATE SURFACING (CV) CLASS 2		PERMANENT EASEMENT
			CONSTRUCTION LIMITS
			STORM SEWER STRUCTURE

CONSTRUCTION NOTES:

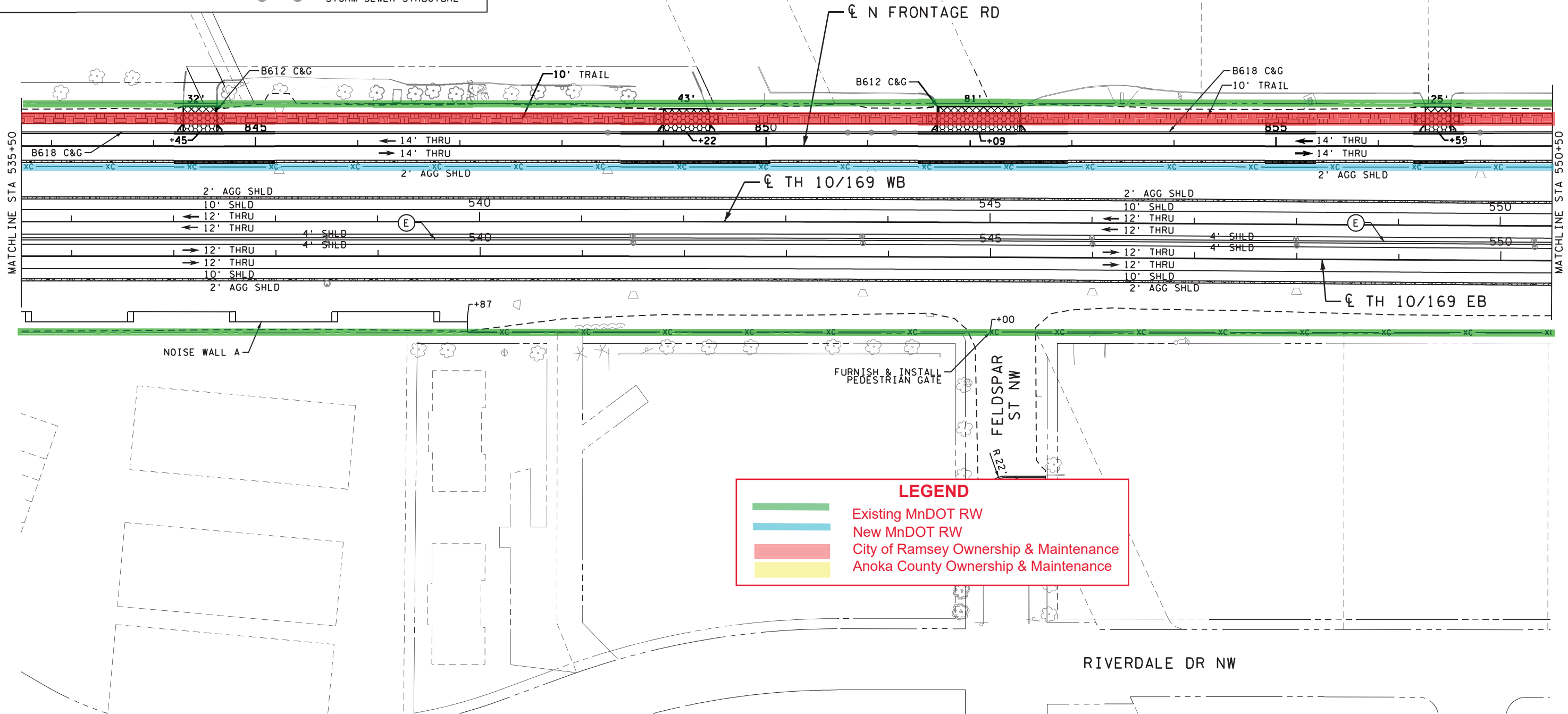
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2. SEE ACCESS ROAD PLAN FOR ACCESS ROAD ALIGNMENTS, PROFILES, AND ADDITIONAL DESIGN INFORMATION.
3. SEE TURF ESTABLISHMENT, EROSION CONTROL, AND SUPERELEVATION PLAN FOR SUPERELEVATION AND PAVEMENT CROSS SLOPE TRANSITIONS.

SHEET NOTES:

- (E) CONCRETE MEDIAN BARRIER DESIGN SINGLE SLOPE TYPE 42 A, MNDOT STANDARD PLAN (5-297.681).



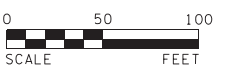
EXHIBIT E
SHARED USE PATHS OWNERSHIP AND MAINTENANCE
 AGREEMENT 1052605
 ANOKA COUNTY AND CITY OF RAMSEY
 SHEET 5 OF 8



LEGEND

- Existing MnDOT RW
- New MnDOT RW
- City of Ramsey Ownership & Maintenance
- Anoka County Ownership & Maintenance

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 BENJAMIN A. ULRICH
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CONSTRUCTION PLAN		

LEGEND

	4" CONCRETE WALK		TRAFFIC FLOW
	6" CONCRETE WALK		TRAFFIC BARRIER DESIGN TYPE 31
	CONCRETE CURB RAMP WALK		PROPOSED CHAIN LINK FENCE
	6" CONCRETE DRIVEWAY PAVEMENT		PAVEMENT SECTION TRANSITION
	7" CONCRETE WALK (TRUCK APRON)		EXISTING PERM EASEMENT
	8" CONCRETE DRIVEWAY PAVEMENT		EXISTING RIGHT-OF-WAY
	BITUMINOUS COMMERCIAL DRIVEWAY/PARKING LOT PAVEMENT		PROPOSED RIGHT-OF-WAY
	3" BITUMINOUS WALK		TEMPORARY EASEMENT
	AGGREGATE SURFACING (CV) CLASS 2		PERMANENT EASEMENT
			CONSTRUCTION LIMITS
			STORM SEWER STRUCTURE

CONSTRUCTION NOTES:

- SEE INTERSECTION DETAIL SHEETS FOR INTERSECTION, SIDEWALK, DRIVEWAY AND PEDESTRIAN RAMP DETAILS.
- SEE ACCESS ROAD PLAN FOR ACCESS ROAD ALIGNMENTS, PROFILES, AND ADDITIONAL DESIGN INFORMATION.
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SHEET NOTES:

- (B) CONCRETE ENTRANCE NOSE STANDARD PLATE 7107. (PAID FOR AS 6" CONCRETE WALK)
- (E) CONCRETE MEDIAN BARRIER DESIGN SINGLE SLOPE TYPE 42 A, MNDOT STANDARD PLAN (5-297.681).
- (M) OVERHEAD SIGN LOCATION (SEE SIGNING PLANS FOR PANEL AND STRUCTURAL DETAILS).
- (S) END TREATMENT - TANGENT TERMINAL, MNDOT STANDARD PLAN (5-297.612).

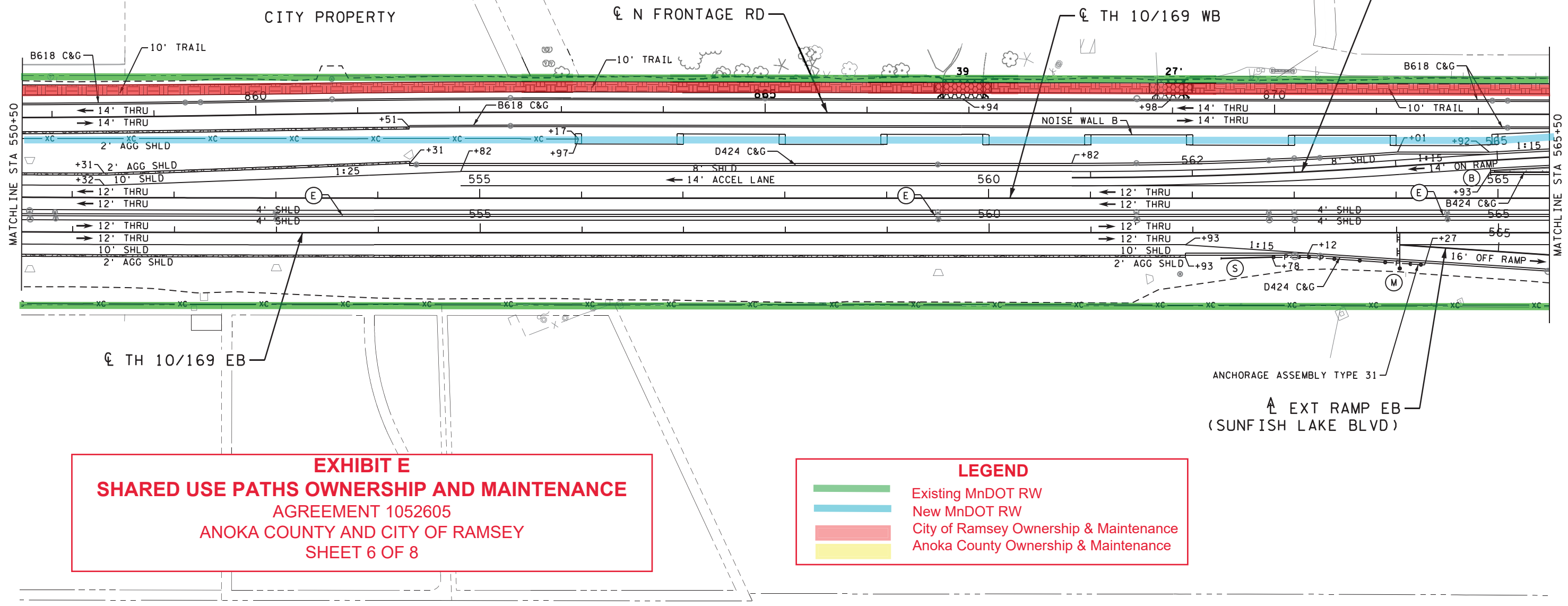
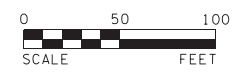


EXHIBIT E
SHARED USE PATHS OWNERSHIP AND MAINTENANCE
 AGREEMENT 1052605
 ANOKA COUNTY AND CITY OF RAMSEY
 SHEET 6 OF 8

LEGEND

	Existing MnDOT RW
	New MnDOT RW
	City of Ramsey Ownership & Maintenance
	Anoka County Ownership & Maintenance

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 LIC. NO. 59444 DATE 03-08-2023

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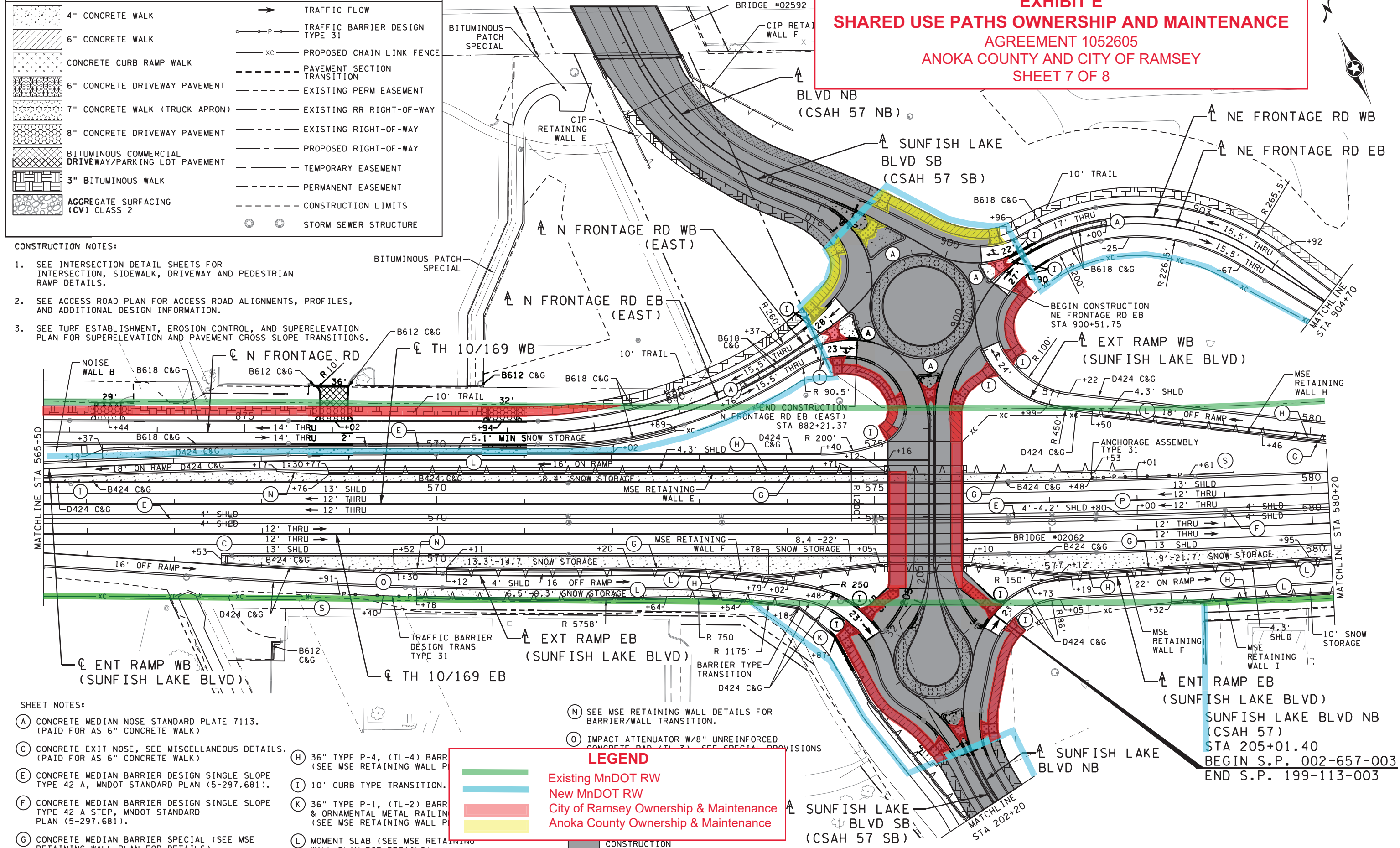
SHEET
237
OF
685

LEGEND

	4" CONCRETE WALK		TRAFFIC FLOW
	6" CONCRETE WALK		TRAFFIC BARRIER DESIGN TYPE 31
	CONCRETE CURB RAMP WALK		PROPOSED CHAIN LINK FENCE
	6" CONCRETE DRIVEWAY PAVEMENT		PAVEMENT SECTION TRANSITION
	7" CONCRETE WALK (TRUCK APRON)		EXISTING PERM EASEMENT
	8" CONCRETE DRIVEWAY PAVEMENT		EXISTING RIGHT-OF-WAY
	BITUMINOUS COMMERCIAL DRIVEWAY/PARKING LOT PAVEMENT		PROPOSED RIGHT-OF-WAY
	3" BITUMINOUS WALK		TEMPORARY EASEMENT
	AGGREGATE SURFACING (CV) CLASS 2		PERMANENT EASEMENT
			CONSTRUCTION LIMITS
			STORM SEWER STRUCTURE

EXHIBIT E
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 SHEET 7 OF 8

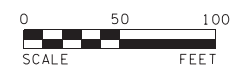
- CONSTRUCTION NOTES:**
- SEE INTERSECTION DETAIL SHEETS FOR INTERSECTION, SIDEWALK, DRIVEWAY AND PEDESTRIAN RAMP DETAILS.
 - SEE ACCESS ROAD PLAN FOR ACCESS ROAD ALIGNMENTS, PROFILES, AND ADDITIONAL DESIGN INFORMATION.
 - SEE TURF ESTABLISHMENT, EROSION CONTROL, AND SUPERELEVATION PLAN FOR SUPERELEVATION AND PAVEMENT CROSS SLOPE TRANSITIONS.



- SHEET NOTES:**
- (A) CONCRETE MEDIAN NOSE STANDARD PLATE 7113. (PAID FOR AS 6" CONCRETE WALK)
 - (C) CONCRETE EXIT NOSE, SEE MISCELLANEOUS DETAILS. (PAID FOR AS 6" CONCRETE WALK)
 - (E) CONCRETE MEDIAN BARRIER DESIGN SINGLE SLOPE TYPE 42 A, MNDOT STANDARD PLAN (5-297.681).
 - (F) CONCRETE MEDIAN BARRIER DESIGN SINGLE SLOPE TYPE 42 A STEP, MNDOT STANDARD PLAN (5-297.681).
 - (G) CONCRETE MEDIAN BARRIER SPECIAL (SEE MSE RETAINING WALL PLAN FOR DETAILS).
 - (H) 36" TYPE P-4, (TL-4) BARR (SEE MSE RETAINING WALL P)
 - (I) 10' CURB TYPE TRANSITION.
 - (K) 36" TYPE P-1, (TL-2) BARR & ORNAMENTAL METAL RAILIN (SEE MSE RETAINING WALL P)
 - (L) MOMENT SLAB (SEE MSE RETAINING WALL PLAN FOR DETAILS).

LEGEND

	Existing MnDOT RW
	New MnDOT RW
	City of Ramsey Ownership & Maintenance
	Anoka County Ownership & Maintenance



BOLTON & MENK
 12224 NICOLLET AVENUE
 BURNSVILLE, MINNESOTA 55337
 Phone: (952) 890-0509
 Email: Burns@bolton-menk.com
 www.bolton-menk.com

REV. BY DATE
 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.
Benjamin A. Ulrich
 BENJAMIN A. ULRICH
 LIC. NO. 59444 DATE 03-08-2023

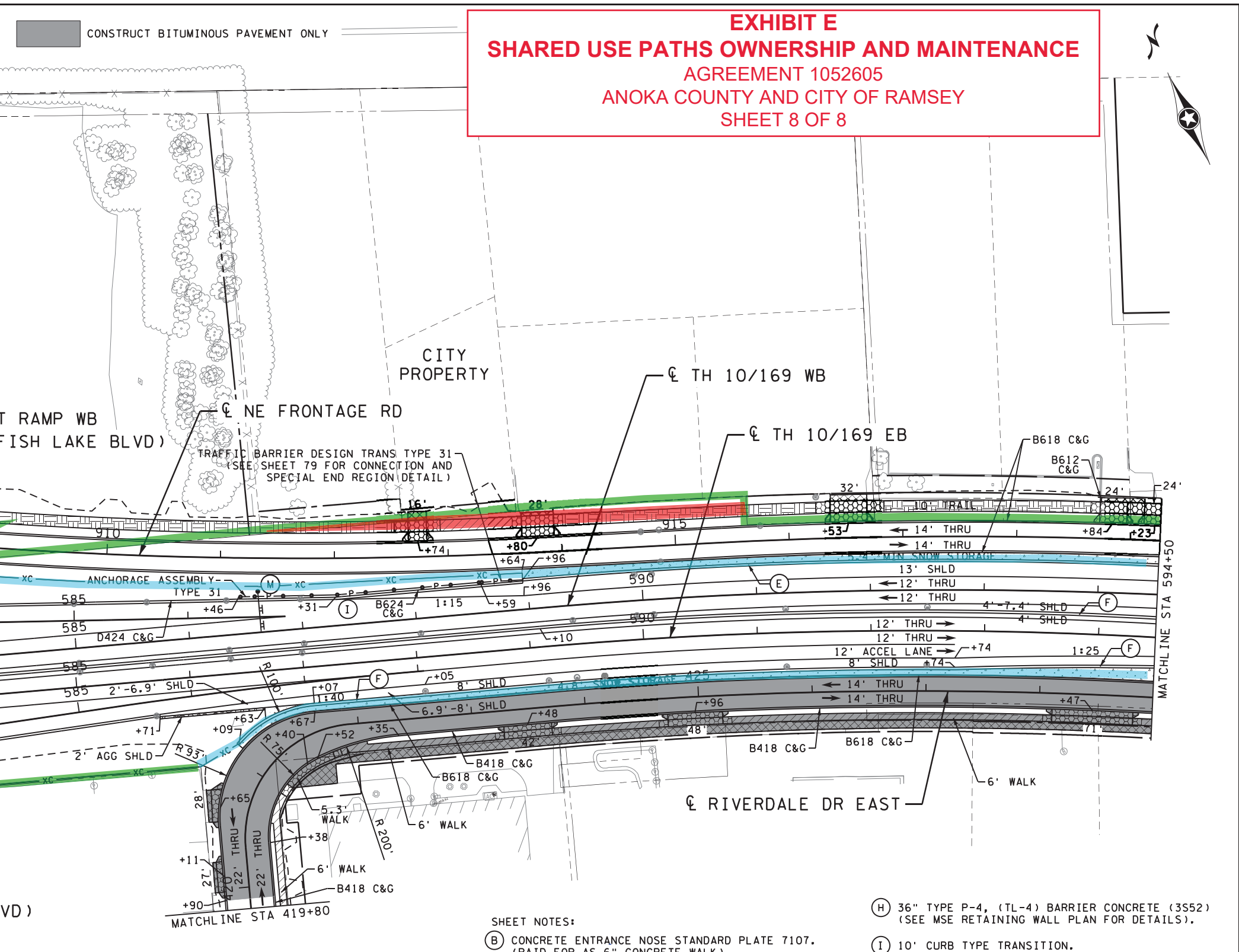
DESIGNED BAU	S.P. 0202-116 (TH10), S.P. 002-596-026, S.P. 002-656-001, S.P. 002-657-003, S.P. 199-113-003, S.P. 199-115-006	SHEET 238
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EXHIBIT E
SHARED USE PATHS OWNERSHIP AND MAINTENANCE
 AGREEMENT 1052605
 ANOKA COUNTY AND CITY OF RAMSEY
 SHEET 8 OF 8



LEGEND	
	4" CONCRETE WALK
	6" CONCRETE WALK
	CONCRETE CURB RAMP WALK
	6" CONCRETE DRIVEWAY PAVEMENT
	7" CONCRETE WALK (TRUCK APRON)
	8" CONCRETE DRIVEWAY PAVEMENT
	BITUMINOUS COMMERCIAL DRIVEWAY/PARKING LOT PAVEMENT
	3" BITUMINOUS WALK
	AGGREGATE SURFACING (CV) CLASS 2
	TRAFFIC FLOW
	TRAFFIC BARRIER DESIGN TYPE 31
	PROPOSED CHAIN LINK FENCE
	PAVEMENT SECTION TRANSITION
	EXISTING PERM EASEMENT
	EXISTING RR RIGHT-OF-WAY
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	TEMPORARY EASEMENT
	PERMANENT EASEMENT
	CONSTRUCTION LIMITS
	STORM SEWER STRUCTURE



CONSTRUCTION NOTES:

- SEE INTERSECTION OF TH 10/169 AND RIVERDALE DR EAST FOR INTERSECTION, SIDE RAMP DETAILS.
- SEE ACCESS ROAD PLAN AND ADDITIONAL DETAILS FOR RIVERDALE DR EAST.
- SEE TURF ESTABLISHMENT PLAN FOR SUPERELEVATION AND PAVEMENT CROSS SLOPE TRANSITIONS.

LEGEND

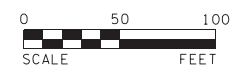
Existing MnDOT RW

New MnDOT RW

City of Ramsey Ownership & Maintenance

Anoka County Ownership & Maintenance

- SHEET NOTES:**
- (B) CONCRETE ENTRANCE NOSE STANDARD PLATE 7107. (PAID FOR AS 6" CONCRETE WALK)
 - (C) CONCRETE EXIT NOSE, SEE MISCELLANEOUS DETAILS. (PAID FOR AS 6" CONCRETE WALK)
 - (E) CONCRETE MEDIAN BARRIER DESIGN SINGLE SLOPE TYPE 42 A, MNDOT STANDARD PLAN (5-297.681).
 - (F) CONCRETE MEDIAN BARRIER DESIGN SINGLE SLOPE TYPE 42 A STEP, MNDOT STANDARD PLAN (5-297.681).
 - (G) CONCRETE MEDIAN BARRIER SPECIAL (SEE MSE RETAINING WALL PLAN FOR DETAILS).
 - (H) 36" TYPE P-4, (TL-4) BARRIER CONCRETE (3S52) (SEE MSE RETAINING WALL PLAN FOR DETAILS).
 - (I) 10' CURB TYPE TRANSITION.
 - (L) MOMENT SLAB (SEE MSE RETAINING WALL PLAN FOR DETAILS).
 - (M) OVERHEAD SIGN LOCATION (SEE SIGNING PLANS FOR PANEL AND STRUCTURAL DETAILS).
 - (N) SEE MSE RETAINING WALL DETAILS FOR BARRIER/WALL TRANSITION.
 - (O) IMPACT ATTENUATOR W/8" UNREINFORCED CONCRETE PAD (TL-3). SEE SPECIAL PROVISIONS FOR MORE INFORMATION.



BOLTON & MENK

12224 NICOLLET AVENUE
 BURNSVILLE, MINNESOTA 55337
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REV. BY DATE

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.

Benjamin A. Ulrich

BENJAMIN A. ULRICH
 LIC. NO. 59444 DATE 03-08-2023

DESIGNED BAU	S.P. 0202-116 (TH10), S.P. 002-596-026, S.P. 002-656-001, S.P. 002-657-003, S.P. 199-113-003, S.P. 199-115-006	SHEET 239 OF 685
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TH 10/169 IMPROVEMENTS		CONSTRUCTION PLAN

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August 16, 2024

Joe McPherson
County Engineer
Anoka County Highway Dept
1440 Bunker Lake Blvd
Andover, MN 55304

Bruce Westby
City Engineer
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

RE: Proposed Amended Co-op Construction Agreement No. 1052605-1
Between the City of XXXXX, XXXXXXX County and the State of Minnesota
SP 0202-116 (TH 10=003)
TH 10 at Sunfish Lake Blvd in the City of Ramsey, Anoka County
SP 002-596-001, 199-113-003, etc.
State aid City Payment for TH 10 Construction

Dear Joe and Brice:

Transmitted by email is a proposed amendment to Agreement 1052605 with Anoka County and the City of Ramsey. This agreement provides for revisions to articles regarding bridge and non-motorized trail maintenance.

Please present this agreement to the City Council and County Board for their approval and execution.

See the attached sheet for suggestions regarding use of digital signatures.

Please return the digitally signed copies of the agreement and resolution to me once they have been executed by the City and County. An electronic copy will be returned to the City and County when fully executed.

Please contact me if you have any questions or additional comments.

Sincerely,



Phillip Bergem
Local Partnership Engineer
Metro District State Aid

Attachments: Proposed Agreement

ecopy: Malaki Ruranika, MnDOT-Municipal Agreements

Joe McPherson and Bruce Westby

August 16, 2024

Page 2

Carrie Jones, MnDOT-Municipal Agreements

Molly McCartney, MnDOT-Metro Program Delivery

Mike Kronzer, MnDOT-Metro Program Delivery

Colleen Brown, MnDOT-Metro State Aid

Project File

Tips For Applying Digital Signatures:

- The Local Agency resolution should be attached to the pdf before digital signatures begin. Remove the included “suggested form” resolution and replace it with your own version.
- Changes cannot be made to the pdf after the signature process begins, including the addition of pages. Digital signatures get removed if subsequent changes are made. (Printing as a pdf is a workaround, although this “fixes” the signature and removes the digital verification.)
- Do not lock/secure the pdf after digitally signing, otherwise future signatures are prevented. (Print to pdf is a workaround)
- It is suggested that digital signatures should happen after any wet signatures to keep digital signatures “validated.” (Print to pdf is a workaround)
- Digital signatures must happen sequentially on the same pdf,
- With some programs that allow digital signatures, such as DocuSign, the document gets locked and we cannot use the “print to pdf” technique for a workaround.

Please contact us if you have any questions.

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

RESOLUTION #24-243

RESOLUTION APPROVING AMENDED MnDOT COOPERATIVE CONSTRUCTION AGREEMENT NO. 1052605A01 FOR IMPROVEMENT PROJECT NO. 20-11, RAMSEY GATEWAY HIGHWAY 10 IMPROVEMENTS

WHEREAS, Anoka County is proposing grade-separation improvements on County State Aid Highway (CSAH) 56/Ramsey Boulevard and CSAH 57/Sunfish Lake Boulevard at the Burlington Northern Santa Fe (BNSF) Railway and U.S. Highway 10/169 crossings to improve traffic operations and safety on each facility in partnership with BNSF, the City of Ramsey, and the Minnesota Department of Transportation (MnDOT); and

WHEREAS, the proposed improvements generally include reconstructing portions of U.S. Highway 10/169, CSAH 56/Ramsey Boulevard, CSAH 57/Sunfish Lake Boulevard, and Riverdale Drive; constructing new frontage roads; constructing sidewalks, trails and pedestrian curb ramps; constructing bridges and roundabouts; extending/reconstructing municipal utilities; constructing a temporary traffic control signal system; establishing turf; and installing striping and signing; and

WHEREAS, said parties mutually agree that the at-grade intersections of CSAH 56 and CSAH 57 at the BNSF Railway and U.S. Highway 10 crossings require grade separation to improve traffic operations and safety on each facility; and

WHEREAS, U.S. Highway 10 is under the jurisdiction of MnDOT; and

WHEREAS, CSAH 56/Ramsey Boulevard and CSAH 57/Sunfish Lake Boulevard are County State Aid Highways under the jurisdiction of Anoka County; and

WHEREAS, Riverdale Drive and the Frontage Road north of Highway 10 are Municipal State Aid Streets under the jurisdiction of the City of Ramsey; and

WHEREAS, the BNSF Railway is under the jurisdiction of BNSF; and

WHEREAS, pursuant to City Council Resolution #23-149 adopted June 27, 2023, the Mayor and City Administrator were directed to enter into MnDOT Cooperative Construction Agreement No. 1052001 with the State of Minnesota, Department of Transportation, and Anoka County to provide for payment by the City to the State of the City's share of the costs of the construction engineering in connection with the City water main and sanitary sewer to be performed upon, along, and adjacent to Trunk Highway 10 from 0.32 miles east of Armstrong Boulevard (County State Aid Highway 83) to 0.38 miles west of Thurston Avenue under State Project 0202-123 (TH 10=003) to facilitate the expedient construction of the Ramsey Gateway Highway 10 Improvements; and

WHEREAS, pursuant to City Council Resolution #23-172 adopted September 12, 2023,

the Mayor and City Administrator were authorized and directed to enter into MnDOT Agreement No. 1052605 with the State of Minnesota, Department of Transportation, to provide for payment by the City to the State of the City's share of the costs of the construction engineering in connection with the City water main and sanitary sewer construction to be performed upon, along, and adjacent to Trunk Highway 10 from 0.37 miles east of Armstrong Boulevard (County State Aid Highway [CSAH] 83) TO 0.57 miles east of Sunfish Lake Boulevard (CSAH 57) and on CSAH 56 from 0.02 miles south of TH 10/169 to 0.40 miles south of Bunker Lake Boulevard (CSAH 116) and on CSAH 57 from TH 10/169 to 0.11 miles south of Bunker Lake Boulevard (CSAH 116) and on Riverdale Drive from 0.15 miles west of Ramsey Boulevard to 0.13 miles east of Ramsey Boulevard, and on Sunfish Lake Boulevard from Riverdale Drive to TH 10 under State Project 002-596-026 and State Project 0202-116 (TH 10=003); and

WHEREAS, pursuant to City Council Resolution #23-238 adopted September 26, 2023, the Mayor and City Administrator were authorized and directed to enter into updated MnDOT Agreement No. 1052605 with the State of Minnesota, Department of Transportation, provided to the City on September 14, 2023, including new sections 4.7, 4.8, 4.9 and 4.10 outlining requirements and responsibilities by and between Anoka County and MnDOT for a project field office, along with a request that the City re-sign the City signature page and submit it with an updated certified resolution; and

WHEREAS, on August 16, 2024, MnDOT submitted proposed amended Cooperative Construction Agreement No. 1052605A01 to the City containing revised articles related to new bridge and non-motorized trail maintenance including adding Exhibit E to Article 1.6, revising Article 5.5, adding Articles 5.11, 5.12, 6.5, 6.6 and 6.7, and revising Article 8, along with a request to electronically sign the City signature page and submit it with a supporting resolution; and

WHEREAS, the parties agree it is in the best interest of the public to construct the improvements and ensure that ongoing maintenance will be properly performed.

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

- 1) That the Mayor and City Administrator are hereby authorized and directed to enter into amended MnDOT Cooperative Construction Agreement No. 1052605A01 between the State of Minnesota, acting through its Commissioner of Transportation, Anoka County, acting through its Board of Commissioners, and the City of Ramsey, acting through its City Council.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of September, 2024.

Mayor

ATTEST:

City Clerk

CC Regular Session New**Meeting Date:** 09/10/2024**Primary Strategic Plan Initiative:** Improve the safety and mobility of transportation corridors.**Title:**

Adopt Resolution #24-247 Requesting Anoka County to Withhold Certain Tax Forfeit Land (15-32-25-43-0001) From Public Sale and Authorizing Acquisition of Tax Forfeit Property for Public Purpose

Purpose/Background:

Purpose: The purpose of this case is to ask the City Council to consider acquiring a tax forfeit parcel (15-32-25-43-0001) for public road purposes.

Anoka County provided the City of Ramsey a list of six (6) Tax Forfeit parcels to be considered for acquisition for public purposes for the City of Ramsey. City Staff reviewed the six (6) parcels and found only one that made sense for the City to acquire. Parcel 15-32-25-43-0001 is legally described as: The South 46 feet of the North 66 feet of the Southeast Quarter of the Southwest Quarter of Section 15, Township 32, Range 25 lying easterly of County State Aid Highway Number 56, together with the South 46 feet of the North 66 feet of the Southwest Quarter of the Southeast Quarter of said Section, subject to easements of record. This parcel is located within the boundary of 159th Avenue NW and it is needed to ensure access to road Right of Way for maintenance.construction purposes. Staff has provided a letter to Anoka County stating it has interest in Parcel 15-32-25-43-0001 and has provided the additional information for the other parcels the Anoka County has for the tax forfeit sale. (See attached). A resolution is needed to formalize and approve this acquisition.

Notification:

N/A

Time Frame/Observations/Alternatives:

Attached to this case is a Site location and a Graphic of the Half Section Map depicting the area and specific Tax Forfeit parcel Staff is suggesting the City acquire. Information for the parcel is below:

Parcel 15-32-25-43-0001 - 46 feet width of 159th Avenue NW (used for ROW / construction/maintenance/access-see graphic)

A list of tax forfeit parcels that Staff is suggesting that the City not acquire is below:

Parcel 35-32-25-32-0036 - Remnant parcel behind Global Glove off of Tungsten Street. (Parcel to south likely to acquire as there are structures on it - Not buildable parcel)

Parcel 34-32-25-22-0017 - Remnant parcel West of Riverdale Drive adjacent to Regional County Park (Parcel should be acquired by Anoka County to add to Regional Park - Not buildable parcel)

Parcel 23-32-25-43-0002 - Remnant parcel behind Ramsey Elementary school (Parcel likely to be acquired by ISD 11 and combined with School site)

Parcel 02-32-25-23-0020 - .89 acre parcel in Rodeo Hills Estates development (property known to have bad soils but could become buildable for a residential lot if soil correction is done)

Parcel 01-32-25-11-0025 - 3.14 acre parcel in the middle of Rogers Lake (Property underwater and not buildable / likely will not be acquired by anyone and City has no use for it)

Alternatives:

- 1) Adopt Resolution #24-247 Requesting Anoka County to Withhold Certain Tax Forfeit Land (15-32-25-43-0001) From Public Sale and Authorizing Acquisition of Tax Forfeit Property for Public Purpose (Staff Recommendation)
- 2) Adopt Resolution #24-247 Requesting Anoka County to Withhold Certain Tax Forfeit Land (15-32-25-43-0001) adding (Insert Parcel number(s) here) From Public Sale and Authorizing Acquisition of Tax Forfeit Property for Public Purpose
- 3) Something else

Staff will complete the additional documentation required by Anoka County administratively as part of the regular tax-forfeit parcel acquisition process which includes a Condition Use Deed if Council approves this action.

Funding Source:

Approximately \$300.00 for cost for Conditional Use Deed and recording to be paid for from PIR Fund.

Recommendation:

Adopt Resolution #24-247 Requesting Anoka County to Withhold Certain Tax Forfeit Land (15-32-25-43-0001) From Public Sale and Authorizing Acquisition of Tax Forfeit Property for Public Purpose

Outcome/Action:

Adopt Resolution #24-247 Requesting Anoka County to Withhold Certain Tax Forfeit Land (15-32-25-43-0001) From Public Sale and Authorizing Acquisition of Tax Forfeit Property for Public Purpose (Staff Recommendation)

Attachments

General Site Location Map of Parcel to be Acquired

ACTION - Resolution#24-247

Detailed Graphic of Tax Forfeit Parcel to be Acquired

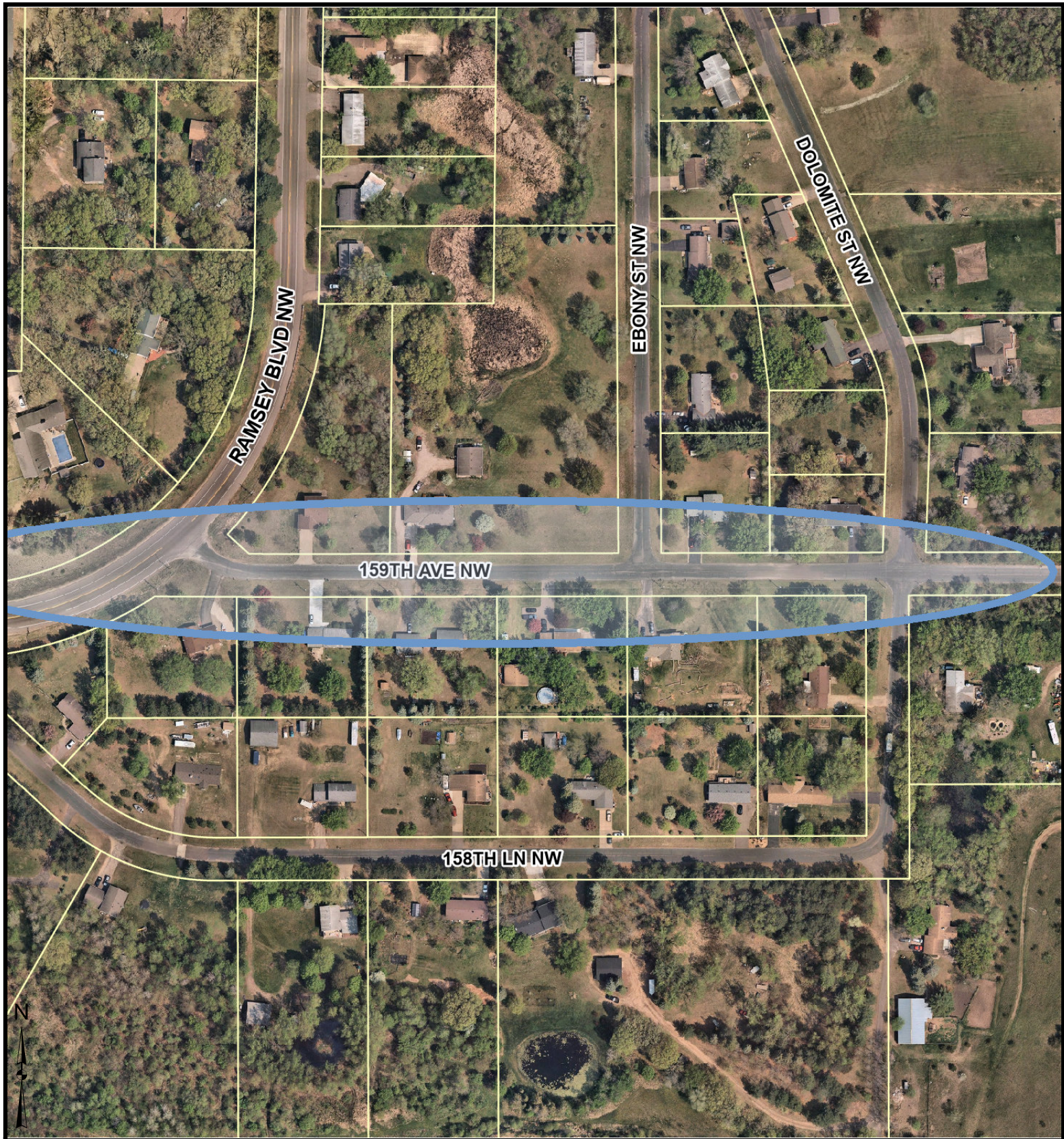
Reference- Anoka County Request Cover Letter

Reference- City Response to County for Tax Forfeit Parcel Acquisition and Information request

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	09/04/2024 11:17 AM
Form Started By: Sean Sullivan		Started On: 08/23/2024 04:09 PM
Final Approval Date: 09/04/2024		

Site Location Map - 15-32-25-43-0001



Parcel Information:

15-32-25-43-0001

Approx. Acres:

Commissioner: VACANT

RAMSEY
MN 55303

Plat:

Owner Information:

Tax Forfeit - State of MN

RAMSEY
MN
55303



Sean Sullivan

1:2,400

Date: 8/27/2024

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

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

RESOLUTION #24-247

RESOLUTION REQUESTING ANOKA COUNTY TO WITHHOLD CERTAIN TAX FORFEIT LAND (15-32-25-43-0001) FROM PUBLIC SALE AND AUTHORIZING ACQUISITION OF TAX FORFEIT PROPERTY FOR PUBLIC PURPOSE

WHEREAS, Unplatted land legally described as The South 46 feet of the North 66 feet of the Southeast Quarter of the Southwest Quarter of Section 15, Township 32, Range 25 lying easterly of County State Aid Highway Number 56, together with the South 46 feet of the North 66 feet of the Southwest Quarter of the Southeast Quarter of said Section, subject to easements of record, City of Ramsey, Anoka County, Minnesota, PIN #15-32-25-43-0001, has forfeited to the State of Minnesota for non-payment of taxes (the "Subject Property"); and

WHEREAS, the parcel lies within the desired Right of Way of 159th Avenue NW Ramsey, MN 55303; and

WHEREAS, it appears to be in the best interest of the City to acquire the Subject Property A for road right-of-way, construction and maintenance public purposes.

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

- 1) That the Mayor, City Administrator and City Clerk are hereby authorized to complete the application for a state use deed and any other necessary paperwork to secure ownership of the Subject Property for future roadway/right of way purposes.
- 2) That the Council hereby authorizes the costs the City would incur by acquiring the tax forfeit properties to be taken from the PIR Fund for the acquisition of Subject Property.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of September, 2024.

Mayor

ATTEST:

City Clerk



Anoka County
PROPERTY RECORDS & TAXATION DIVISION
Respectful, Innovative, Fiscally Responsible

July 19, 2024

Sean Sullivan, Economic Development Manager
CITY OF RAMSEY
7550 Sunwood Dr NW
Ramsey, MN 55303

RE: Tax-Forfeited Property, New Legislation and Future Sales

Dear Sean Sullivan, Economic Development Manager:

The 2024 Minnesota Legislature enacted changes to delinquency and forfeiture laws (See Minnesota Laws 2024, Chapter 127, article 70). We are currently working through the impact of the changes, along with other Minnesota counties and the Department of Revenue. We encourage you to review in detail the entirety of the new MS Statutes 282.005 and 282.007. However, to summarize, the major changes include:

- Within six months from the date of forfeiture (and prior to governmental acquisitions), the county must offer tax-forfeit parcels for sale at two public auctions.
 - 1st auction: parcels are to be sold at the estimated market value
 - 2nd auction (any unsold parcels from 1st auction): parcels are to be reduced to the minimum bid
- If sold at auction and excess proceeds exist, a claims period for interested parties commences. If proceeds are not claimed, they are placed into the forfeited tax sale fund and settled out accordingly.
- If not sold at auction, the property is deemed to be purchased by the state and would then be managed according to the existing laws under Chapter 282.

As a result of these changes, the annual tax-forfeit settlement funds apportioned back to the jurisdictions will be impacted.

In addition to the new laws for future forfeitures, the 2024 Minnesota Legislature also passed a law approving the settlement fund for the class action lawsuits on behalf of previous owners to claim excess proceeds from tax-forfeited land sales. (See Minnesota Laws 2024, Chapter 113). This will require counties to make a good faith effort to sell all properties that forfeited between June 23, 2016 and December 31, 2023, other than those that are classified as conservation lands, those that are part of a rehabilitation program, and those in which title is no longer held in trust by the state of Minnesota for taxing districts. A percentage of the proceeds from these parcels will be deposited into the special settlement fund.

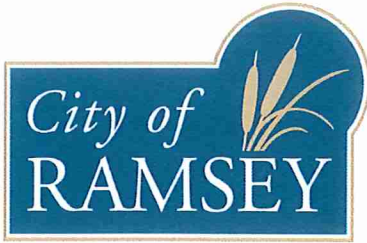
To assist us with this special settlement sale, we are requesting all jurisdictions review their list of tax-forfeit parcels that remain in inventory (included) and provide our office with specific details on the parcels identified as part of this special sale. We have provided a questionnaire form for each parcel and are requesting that all forms be returned by **August 31, 2024**.

Thank you in advance for your assistance. If you have any questions, please do not hesitate to call our office. You can reach me at 763-324-1121 or Jenni Williams at 763-324-1109.

Sincerely,

Kristie Olson
Anoka County Land Commissioner

KO/jw
Enclosures



7550 Sunwood Drive NW • Ramsey, MN 55303

City Hall: 763.427.1410 • Fax: 763.427.5543

www.cityoframsey.com

August 22, 2024

Anoka County
Kristie Olson – Anoka County Land Commissioner
2100 3rd Avenue
Anoka, MN 55303

RE: Tax Forfeited Property, New Legislation and Future Sales

Dear Kristie:

Enclosed you will find the requested city information for Forfeit Parcels (1, 2 and 3) Included in Settlement Sale. There are no special assessments on any of them. The City also reviewed parcels 4, 5, 6, 7, 8 and 9 from the Other Forfeit Parcels Held in Trust and does have an interest in acquiring Parcel 6 (15-32-25-43-0001). This parcel is within the boundary of 159th Avenue NW. Please let me know what steps we need to take in order to acquire this parcel through a Conditional Use Deed.

Best regards,

Sean M. Sullivan
Economic Development Manager, City of Ramsey

OFFICE: (763) 433-9868 EMAIL: ssullivan@cityoframsey.com

Tax-Forfeit Inventory List

Ramsey

Below is an inventory list of all tax-forfeit parcels within your jurisdiction that are currently held in trust by the State.

All parcels that forfeit between June 23, 2016 and December 31, 2023 and are required to be included in the special settlement sale. Please complete the attached questionnaires for these parcels.

Forfeit Parcels Included in Settlement Sale

	Property ID Number	Forfeiture Date
1	08-32-25-32-0029	Reconveyed 03/24/2020
2	34-32-25-42-0007	09/15/1986 Reconveyed 11/1/2004
3	19-32-25-13-0024	08/10/2022

Any parcels that forfeit prior to June 23, 2016 are not part of the special settlement. If your jurisdiction has interest in acquiring any of these parcels, please submit your request in writing to our office.

Other Forfeit Parcels held in Trust

	Property ID Number	Forfeiture Date
4	35-32-25-32-0036	07/25/2014
5	34-32-25-22-0017	07/16/2012
6	15-32-25-43-0001	05/23/2003
7	23-32-25-43-0002	05/15/1993
8	02-32-25-23-0020	08/29/1990
9	01-32-25-11-0025	10/13/1985



RAMSEY

PIN# 08-32-25-32-0029

DATE OF FORFEITURE: Reconveyed 03/24/2020

Before Forfeiture Amount 0

After Forfeiture Amount 0

Special Assessments Not Previously Certified 0

1. Is this parcel buildable? *Yes, with variance to lot area.*
 - a) Has your city/township adopted a local ordinance governing minimum area, shape, frontage or access? (If yes, answer 1b; if no, proceed to question 5.) *Yes*
 - b) Does this parcel comply with your local ordinances regarding minimum area, shape, frontage or access and, because of this, can be improved? If it does not comply, please list reason(s) for non-compliance. *No, variance needed*
2. Do you recommend combining this parcel with an abutting forfeit parcel, if there is one? *NA*
3. If your answer to #2 is yes, indicate which parcel on the list.
4. Do you recommend selling this parcel to the abutting landowner? *No.*
5. What is the current zoning of the forfeit parcel? *P - Parks + Open Spaces*
6. Are there any buildings on the parcel? *No*

Any other information you feel would be useful: *Property is zone Parks + Open Space, but could be considered for Rural Residential (RR)*

Name of person completing this questionnaire: Jean M. Sullivan

Title of person completing this questionnaire: Economic Development Manager

RAMSEY

PIN# 34-32-25-42-0007

DATE OF FORFEITURE: 09/15/1986 Reconveyed 11/1/2004

Before Forfeiture Amount 0

After Forfeiture Amount 0

Special Assessments Not Previously Certified 0

1. Is this parcel buildable? **No**
 - a) Has your city/township adopted a local ordinance governing minimum area, shape, frontage or access? (If yes, answer 1b; if no, proceed to question 5.) **Yes**
 - b) Does this parcel comply with your local ordinances regarding minimum area, shape, frontage or access and, because of this, can be improved? If it does not comply, please list reason(s) for non-compliance. **No**
2. Do you recommend combining this parcel with an abutting forfeit parcel, if there is one? **N/A**
3. If your answer to #2 is yes, indicate which parcel on the list.
4. Do you recommend selling this parcel to the abutting landowner? **Yes, 34-32-25-42-0008**
5. What is the current zoning of the forfeit parcel? **R-1a**
6. Are there any buildings on the parcel? **No**

Any other information you feel would be useful:

Name of person completing this questionnaire: Sean M. Sullivan

Title of person completing this questionnaire: Economic Development Manager

RAMSEY

PIN# 19-32-25-13-0024

DATE OF FORFEITURE: 08/10/2022

Before Forfeiture Amount 0

After Forfeiture Amount 0

Special Assessments Not Previously Certified 0

1. Is this parcel buildable? **No**
 - a) Has your city/township adopted a local ordinance governing minimum area, shape, frontage or access? (If yes, answer 1b; if no, proceed to question 5.) **Yes**
 - b) Does this parcel comply with your local ordinances regarding minimum area, shape, frontage or access and, because of this, can be improved? If it does not comply, please list reason(s) for non-compliance. **No**
2. Do you recommend combining this parcel with an abutting forfeit parcel, if there is one? **n/a**
3. If your answer to #2 is yes, indicate which parcel on the list. **NO**
4. Do you recommend selling this parcel to the abutting landowner? **Yes - 19-32-25-13-0004 or 19-32-25-13-0013**
5. What is the current zoning of the forfeit parcel? **PUD**
6. Are there any buildings on the parcel? **No**

Any other information you feel would be useful: **The property may have been intended for a homeowners' association amenity.**

Name of person completing this questionnaire: Sean M. SULLIVAN

Title of person completing this questionnaire: Economic Development Manager

CC Regular Session New

Meeting Date: 09/10/2024

Primary Strategic Plan Initiative: Promote economic growth and development.

Title:

Adopt Resolution #24-248 Approving Final Plat and Development Agreement for Riverstone South Fifth Addition (Capstone Homes).

Purpose/Background:

The fifth and final phase of Riverstone South is proposed. This 47-lot phase is located along the northern portion of the Riverstone South single-family subdivision, adjacent to Riverdale Drive. The proposed final plat is consistent with the approved preliminary plat.

The proposed development agreement matches the format used for the previous phases.

Notification:

None required.

Funding Source:

All costs associated with this development are the responsibility of the applicant, Capstone Homes.

Recommendation:

Staff recommends approval of the final plat and development agreement.

Outcome/Action:

Motion to adopt Resolution #24-248 approving the final plat and development agreement for Riverstone South Fifth Addition.

Attachments

- Resolution #24-248
- Final Plat
- Development Agreement

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	09/04/2024 11:18 AM
Form Started By: Todd Larson		Started On: 08/26/2024 02:07 PM
Final Approval Date: 09/04/2024		

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

RESOLUTION #24-248

RESOLUTION APPROVING FINAL PLAT AND DEVELOPMENT AGREEMENT FOR RIVERSTONE SOUTH FIFTH ADDITION

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

Outlot A, Riverstone South Second Addition, Anoka County, Minnesota, and
Outlot C, Riverstone South Fourth Addition, Anoka County, Minnesota

(the ‘**Subject Property**’); and

WHEREAS, the proposed final plat is consistent with the approved preliminary plat of Riverstone South; and

WHEREAS, the City Council reviewed the Final Plat of Riverstone South Fifth Addition on September 10, 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 approves the Final Plat and Development Agreement for Riverstone South Fifth Addition, contingent upon:
 - a. Approval by the City Attorney as to legal form.
 - b. Construction plans subject to current Staff Review Comments in ProjectDox.
- 2) The Mayor and City Administrator are authorized to sign the Development Agreement.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of September, 2024.

Mayor

ATTEST:

City Clerk

RIVERSTONE SOUTH FIFTH ADDITION

CITY OF RAMSEY
COUNTY OF ANOKA
SECS. 29 & 30, TWP. 32, RGE. 25

KNOW ALL PERSONS BY THESE PRESENTS: That Riverstone Development L.L.C., a Minnesota limited liability company, owner of the following described property:

Outlot A, RIVERSTONE SOUTH SECOND ADDITION, Anoka County, Minnesota

AND

Outlot C, RIVERSTONE SOUTH FOURTH ADDITION, Anoka County, Minnesota

Has caused the same to be surveyed and platted as RIVERSTONE SOUTH FIFTH ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as shown on this plat.

In witness whereof said Riverstone Development L.L.C., a Minnesota limited liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20 ____.

RIVERSTONE DEVELOPMENT L.L.C.

Stephen A. Bona, Vice President of Land

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ by Stephen A. Bona, Vice President of Land of Riverstone Development L.L.C., a Minnesota limited liability company.

_____ (Signed)

_____ (Printed)

Notary Public, _____

My commission expires _____

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

Dated this ____ day of _____, 20 ____.

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

STATE OF _____
COUNTY OF _____

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

_____ (Signed)

_____ (Printed)

Notary Public, _____

My commission expires _____

CITY COUNCIL, CITY OF RAMSEY, MINNESOTA

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

CITY COUNCIL, CITY OF RAMSEY, MINNESOTA

By: _____, Mayor

By: _____, Clerk

COUNTY SURVEYOR

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

David M. Ziegmeier
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

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

Property Tax Administrator

By: _____, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

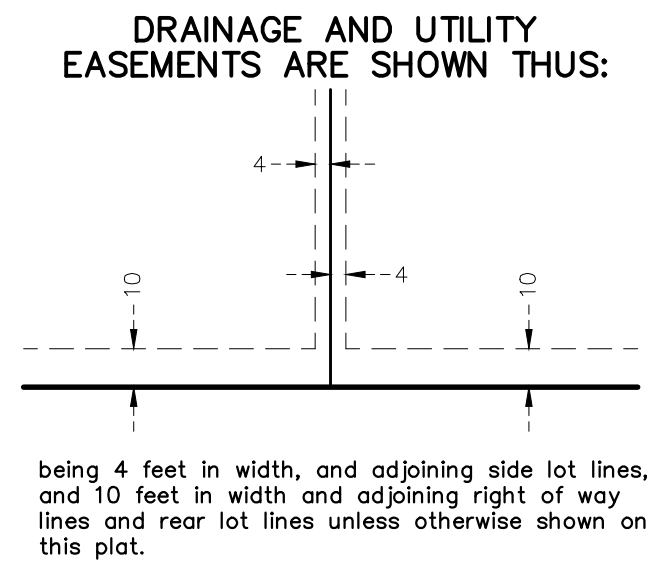
I hereby certify that this plat of RIVERSTONE SOUTH FIFTH ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this ____ day of _____, 20____, at ____ o'clock ____M. and was duly recorded as Document Number _____.

County Recorder/Registrar of Title

By: _____, Deputy

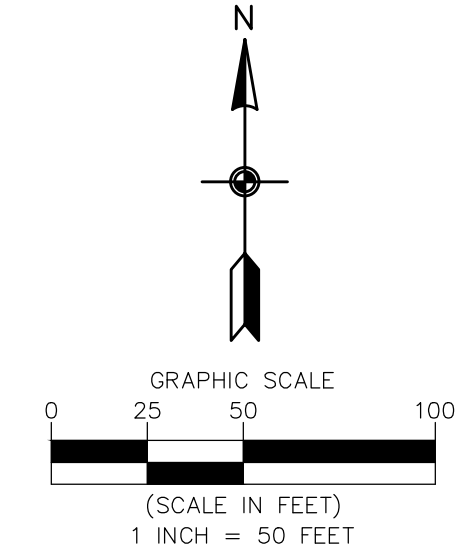
RIVERSTONE SOUTH FIFTH ADDITION

CITY OF RAMSEY
 COUNTY OF ANOKA
 SECS. 29 & 30, TWP. 32, RGE. 25



For the purposes of this plat, the West line of Outlot C, RIVERSTONE SOUTH FOURTH ADDITION is assumed to have a bearing of North 23 degrees 58 minute 23 seconds East.

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



**CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR RIVERSTONE SOUTH FIFTH ADDITION**

This Agreement (hereinafter the “Agreement”) is dated as of this 10th day of September, 2024 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”) and **RIVERSTONE DEVELOPMENT, LLC**, a Minnesota Limited Liability Company under the laws of Minnesota (the “**PERMITTEE**”).

Recitals

- A. The **PERMITTEE** is the owner of land legally described on the attached Exhibit A (the “Subject Property”).
- B. The **PERMITTEE** has received approval from the **CITY** to subdivide the Subject Property and plat the same as **RIVERSTONE SOUTH FIFTH ADDITION** (the “Plat”).
- C. The Plat re-subdivides the Subject Property into:
 - Lots 1-10, Block 1(inclusive); and
 - Lots 1-15, Block 2 (inclusive); and
 - Lots 1-14, Block 3 (inclusive); and
 - Lots 1-8, Block 4 (inclusive),Riverstone South Fifth Addition, Anoka County, Minnesota.

Agreement

- 1. Recitals. Recitals incorporated. The recitals stated above are hereby incorporated into this Agreement and are made part of this Agreement by reference.
- 2. Conditions of Approval. The **CITY** has approved the Plat subject to satisfaction of the following conditions subsequent:

- a. The PERMITTEE’S Execution of this Agreement. That the **PERMITTEE** enter into this Agreement.
 - b. Marketable Title. That prior to recording the Plat, the **PERMITTEE** shall provide the **CITY** with proof of marketable title to the Subject Property either through a currently certified abstract, registered property abstract or title insurance commitment or policy.
 - c. Proof of Authority. That the **PERMITTEE** provide proof that the respective governing boards of the **PERMITTEE** have authorized the **PERMITTEE’S** execution of this Agreement. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of each entity which grants such authority.
3. The Plans. The term “Plans” as used in this Agreement means the Final Plat Plans prepared by Carlson McCain, Inc., dated July 19, 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. Streets.
 - f. Concrete curb and gutter (urban).
 - g. Street traffic control signs.
 - h. Sidewalks.
 - i. Electricity.
 - j. Telephone or Cable.
 - k. Natural gas.
 - l. Boulevard sodding.
 - m. Water shut off boxes.

(the “Stage I Improvements”).

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

to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage I Improvements.

5. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners.
6. Installation of the Stage I Improvements. The **PERMITTEE** shall obtain all necessary permits from all governmental agencies before commencing construction of the Stage I Improvements. The **PERMITTEE** must provide the **CITY** with copies of all necessary permits from other governmental agencies prior to or when the **PERMITTEE** applies for a building permit to construct improvements on a lot within the Plat. Within thirty (30) days after the completion of the Stage I Improvements, the **PERMITTEE** shall provide the **CITY** with a complete set of reproducible “As Built” plans for the Stage I Improvements.
7. Time of Performance for the Stage I Improvements. The **PERMITTEE** must complete the Stage I Improvements within one (1) year after the recording of the Plat.
8. Ownership of the Stage I Improvements. The **PERMITTEE** owns the Stage I Improvements until the **CITY’S** acceptance of the Stage I Improvements. Title to the Stage I Improvements automatically passes to the **CITY** upon the **CITY’S** written acceptance of the Stage I Improvements. Except to the extent the **CITY** has accepted all or portions of the Stage I Improvements, in writing, prior to the lapse, expiration, or other termination of the **CITY’S** financial guaranty described in Section 11 and except to the extent the **CITY** and the **PERMITTEE** may agree, in writing, to defer the **CITY’S** acceptance of certain specified Stage I Improvements, the **CITY** is deemed to have accepted the Stage I Improvements when the **CITY** releases the financial guaranty described in Section 11 or allows such financial guaranty to lapse, expire or otherwise terminate.
9. Stage I Improvements License. The **PERMITTEE** hereby grants the **CITY** and the **CITY’S** agents, employees, officers, and contractors an irrevocable license to enter the Subject Property to perform all necessary work and/or inspections the **CITY** deems appropriate during the **PERMITTEE’S** installation of the Stage I Improvements. The license shall expire after the **CITY** accepts ownership of Stage I Improvements.
10. Stage II Improvements. The public improvements the **PERMITTEE** must construct or install are as follows:
 - a. Street striping (if required by Plans).
 - b. Street lights per agreement with Connexus Energy
 - c. Street and traffic control signs.
 - (i) **CITY** will provide and install Street Name and Traffic Control signs per the Plans, following payment by **PERMITTEE** pursuant to the established rates and charges in effect and outlined in Exhibit B attached hereto.
 - d. Installation of survey monumentation.

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

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

11. Financial Guaranty for Stage I Improvements, and Stage II Improvements. The **PERMITTEE** shall provide a financial guaranty to the **CITY** guaranteeing the construction of the Stage I Improvements, and Stage II Improvements, as well as their timely completion. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of **\$701,445.00** which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I and Stage II Improvements (30% of the grading estimate included).
12. Inspection Escrow for the Stage I Improvements, and Stage II Improvements. The **PERMITTEE** shall provide an inspection escrow to the **CITY** to inspect the Stage I Improvements, and Stage II Improvements. The **PERMITTEE** shall be responsible for an inspection escrow in the amount of **\$28,058.00** which amount is 5% of the City Engineer's estimated cost of the Stage I Improvements, and Stage II Improvements. The inspection escrow must be in the form of cash. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon completion of the Stage I Improvements, and Stage II Improvements, after acceptance by the **CITY**.
13. Warranty for Stage I and Stage II Improvements. The **PERMITTEE** shall provide a one-year warranty in the amount of **\$140,289.00**, which is 25% of the cost of the Stage I and Stage II Improvements, less grading. Said warranty shall be in force for one year following the final acceptance of any required improvements and shall guarantee satisfactory performance of said improvements. The warranty must be in the form of a Letter of Credit, approved as to form by the **CITY**, or a cash escrow.
14. Letter of Credit. Prior to release of the Final Plat for recording, the **PERMITTEE** shall deposit with the **CITY** an irrevocable Letter of Credit (LOC) for the sureties and inspection fees outlined in Sections 11, 12, and 13. In lieu of an irrevocable LOC, the **PERMITTEE** may provide a cash escrow to the **CITY**. The **CITY** shall use the LOC proceeds to reimburse the **CITY** for its costs of Stage I and Stage II Improvements to be constructed to the extent practicable; if the City Engineer determines that the Stage I and Stage II Improvements have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 15, the remaining proceeds shall be distributed to the **PERMITTEE**.
15. Reductions to the Letter of Credit. With **CITY** approval, the irrevocable LOC may be reduced from time to time as financial obligations are paid. The **PERMITTEE** may request that the LOC or cash deposits be reduced at the following intervals:
 - a. Pond cleaning portion of the LOC is retained until all homes within the development have been issued a full certificate of occupancy;
 - b. Three site improvement reductions at least two months apart;
 - c. Final streets is retained in full until completion of the final streets;
 - d. One landscape reduction of 50% upon complete installation required per the approved landscape plan.
16. Street Cleaning and Clean Up. After the street surfacing that is a part of the Stage I Improvements is installed, the **PERMITTEE** shall clear any soil, earth, or debris from the streets. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the Stage I Improvements. It shall be

the **PERMITTEE'S** responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.

17. Payment of Development Fees. The **PERMITTEE** must pay to the **CITY** the fees described on Exhibit B which may include, but are not limited to Trail Development Fees, Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees, Sanitary Sewer Lateral Fees, Water Lateral Fees, Storm Management Fees, Street Signage Fees, and Street Light Operation and Maintenance Fees.
18. Requirements for Building and Occupancy Permits.
 - a. No building permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the **CITY** Building Official with a Certificate of Survey; c.) the financial guaranty described in Section 12 to the **CITY**; and
 - b. No occupancy permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water facilities this Agreement requires to serve the lot and such utilities and storm water facilities are in place, operational and accepted by the **CITY**; (c) for lots that have a slope of less than 2%, provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on the lot is 1% or greater; and (d) installed and planted the sod and landscaping that are required as a part of the Stage I Improvements.
 - c. All building sites must be clearly identified with house numbers at all times. Failure to display address numbers may result in the cancellation of an inspection.
19. **PERMITTEE Defaults.** If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE'S** obligations under this Agreement, i) the **CITY** gives the **PERMITTEE** thirty (30) days written notice of the default and ii) the **PERMITTEE** fails to cure the default within said thirty (30), then the **CITY** may pursue any and all remedies available at law or in equity including, but not limited to, the following:
 - a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **PERMITTEE'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **PERMITTEE'S** default creates an immediate risk to public health or safety, the **CITY** may perform or engage one or more third parties to perform the work before the **CITY** provides the notice described in the initial paragraph of this Section, but the **CITY** must use commercially reasonable efforts to notify the **PERMITTEE** as promptly as possible that the **CITY** is undertaking to perform the **PERMITTEE'S** obligation or obligations. If the **CITY** performs one or more obligations of the **PERMITTEE**, the **PERMITTEE** must reimburse the **CITY** for any costs or expenses the **CITY** incurs, including costs and expenses for **CITY** staff time, to perform the work within 30 days after the **CITY** notifies

the **PERMITTEE**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **PERMITTEE** does not reimburse the **CITY** within said 30 day period, the **CITY** may pursue any remedies available to the **CITY** either at law or in equity or, in the alternative, the **CITY** may draw on the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to this Agreement to reimburse itself for the expenses the **CITY** incurs to perform the work. This Agreement is a license for the **CITY** to act, and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the **PERMITTEE** Property. As an alternative to seeking recovery from the **PERMITTEE** or the financial guaranty, the **CITY** may levy special assessments against the **PERMITTEE** Property in accordance with Minnesota Statutes Section 429, and the **PERMITTEE**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **PERMITTEE** may have to such special assessments.

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

20. Miscellaneous.

- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- b. Written Amendments Only. The action or inaction of the **CITY** or the **PERMITTEE** shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the **CITY** Council. The **CITY'S** or the **PERMITTEE'S** failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

- c. Compliance with Laws and Regulations. The **PERMITTEE** represents to the **CITY** that the Plat complies with all **CITY**, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Plat does not comply, the **CITY** may, at its option, refuse to allow any construction or development work in the Plat until the **PERMITTEE** does comply. Upon the **CITY'S** demand **PERMITTEE** shall cease work until there is compliance.

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

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

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

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

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

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

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

- k. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Agreement shall be defined as a document issued by the **CITY'S** Building Official, which authorizes the structure to be used for its intended purposes.

- l. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

TO PERMITTEE:

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

TO THE CITY:

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

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

THE PERMITTEE:

RIVERSTONE DEVELOPMENT, LLC

By: _____,
Stephen Bona
Its: Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Stephen Bona, Vice President of **RIVERSTONE DEVELOPMENT, LLC**, a Minnesota Corporation, under the laws of the State of Minnesota on behalf of the corporation.

Notary Public

THE CITY:

CITY OF RAMSEY

By: _____
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:
HKB Law, PA
413 Wacouta St., Suite 500
St. Paul, MN 55101

EXHIBIT A
Legal Description of the Subject Property

Outlot A, RIVERSTONE SOUTH SECOND ADDITION, and
Outlot C, RIVERSTONE SOUTH FOURTH ADDITION, Anoka County, Minnesota.

Or Upon Recording:

Lots 1-10, Block 1(inclusive); and
Lots 1-15, Block 2 (inclusive); and
Lots 1-14, Block 3 (inclusive); and
Lots 1-8, Block 4 (inclusive),
Riverstone South Fifth Addition, Anoka County, Minnesota.

EXHIBIT B

Fees Payable to the City (2024 Rates – If to be paid in 2025, the fees must be recalculated)

1. Trail Development Fees. The **PERMITTEE** is responsible for satisfying applicable Trail Development Fee requirements. **PERMITTEE** must pay a Trail Development Fee of **\$70,500.00** (47 units x \$1,500.00 per unit).
2. Sanitary Sewer Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Trunk Fee requirements. **PERMITTEE** must pay a Sanitary Sewer Trunk Fee of **\$63,403.00** (47 units x \$1,349.00).
3. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Water Trunk Fee requirements. **PERMITTEE** must pay a Water Trunk Fee of **\$94,423.00** (47 units x \$2,009.00 per unit).
4. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying applicable Stormwater Trunk Fee requirements. **PERMITTEE** must pay a Stormwater Management Fee of **\$25,098.00** (47 units x \$534.00 per unit).
5. Street Sign Fee. While the **CITY** provides and installs the street name and traffic control signage, the **PERMITTEE** is responsible for paying for them at a rate of **\$245** per sign. **PERMITTEE** must pay a Street Sign Fee of **\$4,165.00** (\$245x 12 no parking signs; \$245 x 2 stop signs).

CC Regular Session New**Meeting Date:** 09/10/2024**Primary Strategic Plan Initiative:** Promote economic growth and development.**Title:**

Adopt Resolution #24-249 Approving a Development Agreement for Diamond Graphic's Building Expansion at 14350 Azurite St NW (Project No. 24-111); Case of Diamond Graphics

Purpose/Background:

Diamond Graphics (the "Applicant") has applied for a Building Permit to add approximately 68,000 square feet of building expansion to the western side of the existing building at 14350 Azurite St NW (the "Subject Property"). The Site Plan meets all the criteria to be reviewed administratively, but a Development Agreement for all associated site improvements is still needed and requires approval by City Council.

Notification:

Notification is not required.

Time Frame/Observations/Alternatives:

On July 9, 2024, the City Council approved a Final Plat for the Applicant, which combined 14350 and 14280 Azurite Street into a single, buildable lot to accommodate the Applicant's proposed building expansion. The Applicant has now submitted an application for a Building Permit to construct the building addition, along with associated site improvements (expansion of parking lot, stormwater basin, landscaping, etc.). Prior to issuing the Building Permit for construction, a Development Agreement is needed to memorialize the required improvements and financial responsibilities, including sureties.

Funding Source:

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

Recommendation:

Staff recommends approval of the development agreement.

Outcome/Action:

Motion to adopt Resolution #24-249 approving the development agreement for Diamond Graphics' building addition and associated site improvements.

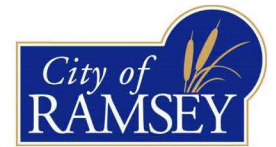
Attachments

Site Location Map
 Development Agreement
 Resolution #24-249: Development Agreement

Form Review

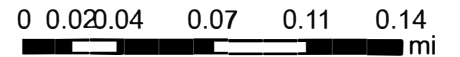
Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	09/04/2024 11:20 AM
Form Started By: Chris Anderson		Started On: 08/27/2024 01:46 PM
Final Approval Date: 09/04/2024		

Site Location Map: Diamond Graphics Building Expansion (14350 & 14280 Azurite St)



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

Print Date: May 15, 2024



**DIAMOND GRAPHICS DEVELOPMENT AGREEMENT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA**

This Agreement (hereinafter the “**Agreement**”) is dated as of this _____ of _____, 2024, and is by and between the City of Ramsey, a Minnesota municipal corporation (the “**CITY**”) and DG Properties LLC, a Limited Liability Company (Foreign) under the laws of Minnesota, (the “**PERMITTEE**”).

Recitals

- A. The **PERMITTEE** is the fee title owner of land generally known as 14350 and 14280 Azurite Street NW, Ramsey, MN 55303 and legally described as:

Lots 1 & 2, Block 1 Sunfish Lake Business Park Fourth Addition, Anoka County, Minnesota

-or upon recording of the approved plat-

Lot 1, Block 1 Sunfish Lake Business Park Fifth Addition

(the “**Subject Property**”)

- B. The **PERMITTEE** is the owner of the **Subject Property**.
- C. The **PERMITTEE** has received approval from the **CITY** to subdivide the **Subject Property** and plat the same as Sunfish Lake Business Park Fifth Addition (the “**Plat**”).
- D. That on August 6, 2024, the **CITY** received a Site Plan and Building Permit Application from Sharp & Associates, on behalf of the **PERMITTEE**, for a 68,600 square foot building addition and associated site improvements (cumulatively, the “**Building Addition**”) on the **Subject Property**.
- E. The **PERMITTEE** intends to cause the **Building Addition** to the **Subject Property** to be constructed without financial participation by the **CITY**.

Agreement

SECTION I REQUIRED IMPROVEMENTS AND FINANCIAL RESPONSIBILITIES

1. **City Code Compliance.** The **CITY** approves the site plan (the “**Site Plan**”) conditioned on the **PERMITTEE** developing the **Subject Property** in accordance with the applicable provisions of City Code.
2. **Conformance with the Plans.** The **Subject Property** shall be developed in accordance with the plans (the “**Plans**”) prepared by Hakanson Anderson, dated June 3, 2024, and revised XXXXXX, 2024, and by Lampert Architects, dated August 21, 2024, and revised XXXXXX. The **Plans** remain subject to: (a) City Staff’s review and approval of the **Plans** to, among other things, confirm that the revisions requested in the **CITY**’s review have been made; and (b) such further revisions

as the **PERMITTEE** may propose and the **CITY** approves. The **Plans** shall not be attached to this **Agreement**, but are in the **CITY's** files.

3. **Incorporation of All City Code Requirements.** That the recitals above and the applicable provisions of the City Charter, Subdivision Code, Zoning Code and Public Improvement Code of the **CITY**, as amended to date hereof, are incorporated herein by reference.
4. **State Building Code Compliance.** The structure(s) shall be constructed in accordance with the requirements of the Building Code.
5. **Fire Lanes.** Fire lanes shall be maintained on the **Subject Property**. The exact locations of these items on the **Subject Property** shall be as directed by the Fire Chief.
6. **Required Improvements.** The **PERMITTEE** shall construct and install the following site improvements on the **Subject Property** in accordance with the specifications and location as shown on the **Plans**. The Required Improvements are as follows:
 - a. Grading, drainage and erosion control
 - b. Storm drainage facilities
 - c. Stormwater maintenance
 - d. Site utilities (sanitary sewer and water)
 - e. Parking/maneuvering area(s), curbing, and walkways
 - f. Concrete curb and gutter
 - g. Landscaping
 - h. Removal of temporary erosion control measures.
 - i. Permanent erosion control.

(the "**Required Improvements**")

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

7. **Required Improvements Completion Date.** The **Required Improvements** shall be completed within twelve (12) months from the date of Site Plan approval for the **Building Addition**.
8. **Required Improvements Financial Guaranty.** In order to ensure the installation of the **Required Improvements** in accordance with **CITY** specifications and in a timely manner, the **PERMITTEE** shall be required to deposit with the **CITY** a cash escrow or an irrevocable letter of credit, approved as to form by the **CITY**, in the amount of **Seven Hundred Eighty One Thousand Two Hundred Fifty Dollars and No Cents (\$781,250.00)**, which is 125% of the **CITY's** estimated cost of the **Required Improvements**. Prior to the issuance of the building permit, the financial guaranty must be provided as required herein.

At the request of the **PERMITTEE**, the **CITY** shall, not more frequently than once monthly, release that part of the Financial Guaranty for any completed portion of the **Required**

Improvements, after acceptance by the **CITY**. The **PERMITTEE** shall provide an updated Engineer's Estimate supporting each request for a reduction of the Financial Guaranty. Upon completion of the construction of all the **Required Improvements**, including the removal of "temporary" erosion control measures as identified in the **Plans**, and acceptance by the **CITY**, supported by appropriate lien waivers, the Financial Guaranty shall be returned to the **PERMITTEE** and the **PERMITTEE** shall be required to provide the landscaping maintenance guaranty described in Section III Paragraph 11 of this **Agreement**. The determination of completion of the construction of the **Required Improvements** shall be made by the **CITY**. In the event the **PERMITTEE** fails to construct and install the **Required Improvements** as required herein, the City Council may order the completion of the **Required Improvements** with **CITY** day labor and/or by letting contracts for said completion and draw upon the escrow for payment. Only the City Council shall have the authority to direct completion of the **Required Improvements** and withdraw from the escrow account. The **PERMITTEE** hereby grants permission and a license to the **CITY** and/or its contractors and assigns to enter upon the **Subject Property** for the purpose of completing the construction and installation of the **Required Improvements** in the event of the **PERMITTEE**'s default.

9. **Inspection Fees.** The **PERMITTEE** shall be responsible for all inspection costs incurred by the **CITY** related to the installation of **Required Improvements**. The **PERMITTEE** shall make a cash deposit into the appropriate escrow account at the **CITY** and the **CITY** shall have the authority to draw upon these funds for the purpose of compensating for inspection services. The amount of the deposit shall be equal to five percent (5%) of the estimated cost of the **Required Improvements**, which equates to **Thirty One Thousand Two Hundred Fifty Dollars and No Cents (\$31,250.00)** (5% x \$625,000.00). Upon completion of the **Required Improvements** to the satisfaction of the **CITY**, any surplus balance remaining in the **CITY**'s escrow account shall be refunded to the **PERMITTEE**.

SECTION II PERMITS AND OCCUPANCY

10. **Requirements for Building Permit.**
 - a. No building permit shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the **CITY** Building Official with a Certificate of Survey; c.) submitted the Financial Guaranty described in Section I Paragraph 8 to the **CITY**; d.) obtained all necessary permits from the Lower Rum River Watershed Management Organization and has provided a copy of such permit to the **CITY**; and
 - b. No occupancy permit shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water facilities this **Agreement** requires to serve the **Subject Property** and such utilities and storm water facilities are in place, operational and accepted by the **CITY**; (c) for lots that have a slope of less than 2%, provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on the lot is 1% or greater; and (d) installed and planted the sod and landscaping that are required.

SECTION III LANDSCAPING

11. **Maintenance Guaranty for Landscaping.** It is herein agreed that the **PERMITTEE** shall provide a maintenance guaranty to ensure the survival of the plantings. Said maintenance guaranty shall consist of cash or an irrevocable letter of credit, approved as to form by the **CITY**, in the amount of **Three Thousand Four Hundred Twenty Dollars and No Cents (\$3,420.00)** [# plantings (38 trees and 0 shrubs) x cost/planting (\$300/tree and \$75/shrub) x 30% average non-survival rate], which shall be in effect for a two (2) year period commencing on the date of the **CITY's** written acceptance of said plantings as part of the **Required Improvements**.

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

SECTION IV GENERAL

12. **Boulevard and Area Restoration.** The **PERMITTEE** shall be responsible for restoring all areas disturbed by the development grading operation in accordance with the **Plans**. The **PERMITTEE** shall also be responsible for the cost of cleaning any soil, earth or debris from the wetlands within and adjacent to the **Subject Property** resulting from grading performed in the development of the land.
13. **Construction Site Maintenance.** The **PERMITTEE** shall adhere to all **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.
14. **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.
15. **Estimated Cost.** It is understood and agreed that cost amounts set forth in this **Agreement** as **Required Improvements**, unless specified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal charges.
16. **Site Plan Approval Expenses.** The **PERMITTEE** agrees that it will pay to the **CITY** all **CITY** expenses incurred in the approval of the **Site Plan**, including, but not limited to administration

expenses, engineering and legal fees. Said expenses shall be paid within fifteen (15) days of billing by the **CITY** and outstanding billings shall be paid prior to issuance of the building permit. Any expenses incurred after the release of the building permit shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY**'s expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this contract for payment.

17. **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.
18. **Invalidity of Any Section.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this **Agreement** is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect or void any of the other provisions of this **Agreement**.
19. **Proof of Authority.** When the **PERMITTEE** is a corporation, the **CITY** requires proof of authority by the corporation to execute this **Agreement**. This proof of authority may be satisfied by providing the **CITY** with a certified copy of minutes of the corporate Board of Directors granting such authority.
20. **Violation of This Permit.** If the **PERMITTEE** fails to perform any of the terms of this **Agreement** in the manner required by the **CITY**, the **CITY** shall be entitled to recover, from the **PERMITTEE** or the issuer of the **PERMITTEE**'s financial guaranty, the full amount of any and all financial guaranties. Breach of any of the terms of this **Agreement** by the **PERMITTEE** shall also be grounds for denial of a Building Permit or issuance of a Certificate of Occupancy.
21. **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.
22. **Agreement Binding on Successors and Assigns.** The **PERMITTEE** agrees that this **Agreement** shall be binding upon its successors and assigns.
23. **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:

DG Properties LLC
Attn: Jeff Banks
14350 Azurite Street NW
Ramsey, MN 55303

TO THE CITY:

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

THE CITY:

CITY OF RAMSEY

By: _____
Its: Mayor

By: _____
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this _____ day of _____ 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:
HKB Law, P.A.
413 Wacouta Street, Suite 550
St. Paul, MN 55101

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

RESOLUTION #24-249

**RESOLUTION APPROVING A DEVELOPMENT AGREEMENT
FOR DIAMOND GRAPHICS**

RECITALS

1. Diamond Graphics, hereafter referred to as “**Permittee**”, properly applied for Final Plat and Administrative Site Plan review and approval for a building expansion and associated site improvements on the properties generally known as 14280 and 14350 Azurite St NW and legally described as:

Lots 1 & 2, Block 1 Sunfish Lake Business Park Fourth Addition, Anoka County, Minnesota

-or upon recording of the approved plat-

Lot 1, Block 1 Sunfish Lake Business Park Fifth Addition

(the ‘**Subject Property**’); and

2. The **Permittee** is the owner of the **Subject Property**; and
3. That on July 9, 2024, the City Council approved the Final Plat of Sunfish Lake Business Park Fifth Addition.

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 Development Agreement for the Diamond Graphics building addition and associated site improvements, contingent upon:
 - a. Approval by the City Attorney as to legal form.
 - b. Construction plans subject to current Staff Review Comments in ProjectDox.
 - c. The Permittee obtaining a permit through the Lower Rum River Watershed Management Organization.
- 2) The Mayor and City Administrator are authorized to sign the Development Agreement.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of September, 2024.

Mayor

ATTEST:

City Clerk

CC Regular Session New

Meeting Date: 09/10/2024

Primary Strategic Plan Initiative: Promote economic growth and development.

Title:

Adopt Resolution #24-250 Approving a Development Agreement for Quad Logic's Building Addition at 14220 Basalt Street NW (Project No. 24-118); Case of Quad Logic

Purpose/Background:

Quad Logic (the "Applicant"), located at 14220 Basalt Street NW (the "Subject Property"), submitted a Land Use Application for a variance to the rear yard setback, a partial easement vacation along the western boundary of the Subject Property, and will, in the near future, be applying for a Building Permit to construct a 3,440 square foot building addition for additional warehousing space. The Planning Commission approved the requested variance at their August 22, 2024, meeting. The City Council approved the easement vacation at their August 27, 2024, meeting. The purpose of this case is to review and approve the Development Agreement, which will memorialize the required improvements and financial responsibilities, including sureties.

Notification:

Notification is not required.

Funding Source:

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

Recommendation:

Staff recommends approving the Development Agreement.

Outcome/Action:

Motion to adopt Resolution #24-250 approving the Development Agreement for Quad Logic's building addition and associated site improvements.

Attachments

- Site Location Map
- Development Agreement
- Resolution #24-250: Development Agreement

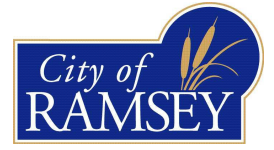
Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	09/04/2024 11:20 AM
Form Started By: Chris Anderson		Started On: 08/27/2024 03:32 PM
Final Approval Date: 09/04/2024		

27-32-25-43-0034
14220 Basalt St NW

QUAD LOGIC

Variance/Easement Vacation



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

Print Date: July 17, 2024

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mi

**QUAD LOGIC DEVELOPMENT AGREEMENT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA**

This Agreement (hereinafter the “**Agreement**”) is dated as of this _____ of _____, 2024, and is by and between the City of Ramsey, a Minnesota municipal corporation (the “**CITY**”) and Quad Logic Inc., a Business Corporation (Domestic) under the laws of Minnesota, (the “**PERMITTEE**”).

Recitals

- A. The **PERMITTEE** operates their business on the property generally known as 14220 Basalt Street NW, Ramsey, MN 55303 and legally described as:
- Lot 5, Block 4 Gateway North Industrial Park Plat 2, Anoka County, Minnesota
- (the “**Subject Property**”)
- B. The KBJ Investments LLC is the fee owner of the **Subject Property**.
- C. That on August 22, 2024, the **PERMITTEE** was granted a Variance to setbacks by the Ramsey Planning Commission to accommodate a proposed building addition; and
- D. That on August 27, 2024, the Ramsey City Council approved a partial easement vacation along the western boundary of the Subject Property to accommodate a proposed building addition; and
- E. The **PERMITTEE** intends to cause the **Building Addition** to the **Subject Property** to be constructed without financial participation by the **CITY**.

Agreement

SECTION I REQUIRED IMPROVEMENTS AND FINANCIAL RESPONSIBILITIES

1. **City Code Compliance.** The **CITY** approves the site plan (the “Site Plan”) conditioned on the **PERMITTEE** developing the **Subject Property** in accordance with the applicable provisions of City Code.
2. **Conformance with the Plans.** The **Subject Property** shall be developed in accordance with the plans (the “**Plans**”) prepared by Hakanson Anderson, dated July 12, 2024, and revised August 13, 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**’s review have been made; and (b) such further revisions as the **PERMITTEE** may propose and the **CITY** approves. The **Plans** shall not be attached to this **Agreement**, but are in the **CITY**’s files.
3. **Incorporation of All City Code Requirements.** That the recitals above and the applicable provisions of the City Charter, Subdivision Code, Zoning Code and Public Improvement Code of the **CITY**, as amended to date hereof, are incorporated herein by reference.

4. **State Building Code Compliance.** The structure(s) shall be constructed in accordance with the requirements of the Building Code.
5. **Fire Lanes.** Fire lanes shall be maintained on the **Subject Property**. The exact locations of these items on the **Subject Property** shall be as directed by the Fire Chief.
6. **Required Improvements.** The **PERMITTEE** shall construct and install the following site improvements on the **Subject Property** in accordance with the specifications and location as shown on the **Plans**. The Required Improvements are as follows:
 - a. Grading, drainage and erosion control
 - b. Storm drainage facilities
 - c. Stormwater maintenance
 - d. Site utilities (sanitary sewer and water)
 - e. Parking/maneuvering area(s), curbing, and walkways
 - f. Concrete curb and gutter
 - g. Landscaping
 - h. Removal of temporary erosion control measures.
 - i. Permanent erosion control.

(the “**Required Improvements**”)

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

7. **Required Improvements Completion Date.** The **Required Improvements** shall be completed within twelve (12) months from the date of Site Plan approval for the **Building Addition**.
8. **Required Improvements Financial Guaranty.** In order to ensure the installation of the **Required Improvements** in accordance with **CITY** specifications and in a timely manner, the **PERMITTEE** shall be required to deposit with the **CITY** a cash escrow or an irrevocable letter of credit, approved as to form by the **CITY**, in the amount of **Forty Three Thousand Five Hundred Twenty Five Dollars and No Cents (\$43,525.00)**, which is 125% of the **CITY's** estimated cost of the **Required Improvements**. Prior to the issuance of the building permit, the financial guaranty must be provided as required herein.

At the request of the **PERMITTEE**, the **CITY** shall, not more frequently than once monthly, release that part of the Financial Guaranty for any completed portion of the **Required Improvements**, after acceptance by the **CITY**. The **PERMITTEE** shall provide an updated Engineer’s Estimate supporting each request for a reduction of the Financial Guaranty. Upon completion of the construction of all the **Required Improvements**, including the removal of “temporary” erosion control measures as identified in the **Plans**, and acceptance by the **CITY**, supported by appropriate lien waivers, the Financial Guaranty shall be returned to the **PERMITTEE** and the **PERMITTEE** shall be required to provide the landscaping maintenance guaranty described in Section III Paragraph 11 of this **Agreement**. The determination of

completion of the construction of the **Required Improvements** shall be made by the **CITY**. In the event the **PERMITTEE** fails to construct and install the **Required Improvements** as required herein, the City Council may order the completion of the **Required Improvements** with **CITY** day labor and/or by letting contracts for said completion and draw upon the escrow for payment. Only the City Council shall have the authority to direct completion of the **Required Improvements** and withdraw from the escrow account. The **PERMITTEE** hereby grants permission and a license to the **CITY** and/or its contractors and assigns to enter upon the **Subject Property** for the purpose of completing the construction and installation of the **Required Improvements** in the event of the **PERMITTEE**'s default.

9. **Inspection Fees.** The **PERMITTEE** shall be responsible for all inspection costs incurred by the **CITY** related to the installation of **Required Improvements**. The **PERMITTEE** shall make a cash deposit into the appropriate escrow account at the **CITY** and the **CITY** shall have the authority to draw upon these funds for the purpose of compensating for inspection services. The amount of the deposit shall be equal to five percent (5%) of the estimated cost of the **Required Improvements**, which equates to **One Thousand Seven Hundred Forty One Dollars and No Cents (\$1,741.00)** (5% x \$34,820.00). Upon completion of the **Required Improvements** to the satisfaction of the **CITY**, any surplus balance remaining in the **CITY**'s escrow account shall be refunded to the **PERMITTEE**.

SECTION II PERMITS AND OCCUPANCY

10. Requirements for Building Permit.

- a. No building permit shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the **CITY** Building Official with a Certificate of Survey; c.) submitted the Financial Guaranty described in Section I Paragraph 8 to the **CITY**; d.) obtained all necessary permits from the Lower Rum River Watershed Management Organization and has provided a copy of such permit to the **CITY**; and
- b. No occupancy permit shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water facilities this **Agreement** requires to serve the **Subject Property** and such utilities and storm water facilities are in place, operational and accepted by the **CITY**; (c) for lots that have a slope of less than 2%, provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on the lot is 1% or greater; and (d) installed and planted the sod and landscaping that are required.

SECTION III LANDSCAPING

11. **Maintenance Guaranty for Landscaping.** It is herein agreed that the **PERMITTEE** shall provide a maintenance guaranty to ensure the survival of the plantings. Said maintenance guaranty shall consist of cash or an irrevocable letter of credit, approved as to form by the **CITY**, in the amount of **Six Hundred Thirty Dollars and No Cents (\$630.00)** [# plantings (4 trees and 12 shrubs) x cost/planting (\$300/tree and \$75/shrub) x 30% average non-survival rate], which shall be

in effect for a two (2) year period commencing on the date of the **CITY's** written acceptance of said plantings as part of the **Required Improvements**.

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

SECTION IV GENERAL

12. **Boulevard and Area Restoration.** The **PERMITTEE** shall be responsible for restoring all areas disturbed by the development grading operation in accordance with the **Plans**. The **PERMITTEE** shall also be responsible for the cost of cleaning any soil, earth or debris from the wetlands within and adjacent to the **Subject Property** resulting from grading performed in the development of the land.
13. **Construction Site Maintenance.** The **PERMITTEE** shall adhere to all **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.
14. **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.
15. **Estimated Cost.** It is understood and agreed that cost amounts set forth in this **Agreement** as **Required Improvements**, unless specified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal charges.
16. **Site Plan Approval Expenses.** The **PERMITTEE** agrees that it will pay to the **CITY** all **CITY** expenses incurred in the approval of the **Site Plan**, including, but not limited to administration expenses, engineering and legal fees. Said expenses shall be paid within fifteen (15) days of billing by the **CITY** and outstanding billings shall be paid prior to issuance of the building permit. Any expenses incurred after the release of the building permit shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY's** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this contract for payment.

17. **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.
18. **Invalidity of Any Section.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this **Agreement** is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect or void any of the other provisions of this **Agreement**.
19. **Proof of Authority.** When the **PERMITTEE** is a corporation, the **CITY** requires proof of authority by the corporation to execute this **Agreement**. This proof of authority may be satisfied by providing the **CITY** with a certified copy of minutes of the corporate Board of Directors granting such authority.
20. **Violation of This Permit.** If the **PERMITTEE** fails to perform any of the terms of this **Agreement** in the manner required by the **CITY**, the **CITY** shall be entitled to recover, from the **PERMITTEE** or the issuer of the **PERMITTEE's** financial guaranty, the full amount of any and all financial guaranties. Breach of any of the terms of this **Agreement** by the **PERMITTEE** shall also be grounds for denial of a Building Permit or issuance of a Certificate of Occupancy.
21. **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.
22. **Agreement Binding on Successors and Assigns.** The **PERMITTEE** agrees that this **Agreement** shall be binding upon its successors and assigns.
23. **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:

Quad Logic
Attn: Robb Johnson
14220 Basalt Street NW
Ramsey, MN 55303

TO THE CITY:

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

THE CITY:

CITY OF RAMSEY

By: _____
Its: Mayor

By: _____
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this _____ day of _____ 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:
HKB Law, P.A.
413 Wacouta Street, Suite 550
St. Paul, MN 55101

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

RESOLUTION #24-250

**RESOLUTION APPROVING A DEVELOPMENT AGREEMENT
FOR QUAD LOGIC**

RECITALS

1. Quad Logic, hereafter referred to as “**Permittee**”, properly applied for a Variance, Easement Vacation, and Administrative Site Plan review and approval for a building expansion and associated site improvements on the property generally known as 14220 Basalt Street NW and legally described as:

Lot 5, Block 4 Gateway North Industrial Park Plat 2, Anoka County, Minnesota

(the ‘**Subject Property**’); and

2. The **Permittee** owns and operates the business on the **Subject Property**, while KBJ Investments is the fee title owner of the **Subject Property**; and
3. That on August 22, 2024, the Ramsey Planning Commission reviewed and approved a request for a variance to the rear yard setback; and
4. That on August 27, 2024, the Ramsey City Council approved vacating a portion of the drainage and utility easement along the western lot line of the **Subject Property**.

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 Development Agreement for Quad Logic’s building addition and associated site improvements, contingent upon:
 - a. Approval by the City Attorney as to legal form.
 - b. Construction plans subject to current Staff Review Comments in ProjectDox.
- 2) The Mayor and City Administrator are authorized to sign the Development Agreement.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th

day of September, 2024.

Mayor

ATTEST:

City Clerk

CC Regular Session New**Meeting Date:** 09/10/2024**Primary Strategic Plan Initiative:** Improve the safety and mobility of transportation corridors.**Title:**

Adopt Resolution #24-251 Approving Change Order No. 23 for Improvement Project #20-11, Ramsey Gateway Highway 10 Improvements

Purpose/Background:**Purpose:**

The purpose of this case is to adopt Resolution #24-251 approving Change Order No. 23 for Improvement Project #20-11, Ramsey Gateway Highway 10 Improvements.

Background:

In 2023, construction began on the Ramsey Gateway Highway 10 project, which includes grade separation of Highway 10 at the intersections of Sunfish Lake Boulevard and Ramsey Boulevard, frontage road improvements on both sides of Highway 10, and grade separation of the Burlington Northern Santa Fe (BNSF) railway crossings of Ramsey Boulevard and Sunfish Lake Boulevard. Construction of this project is scheduled for completion by the Spring of 2026.

Numerous City utilities have been and will continue to be constructed and/or reconstructed as part of this project per the approved construction plans. However, during construction, revisions are sometimes required to account for unforeseen conditions in the field, or to provide for future considerations that were unknown at the time the plans were prepared and approved.

Change Order No. 23 addresses such required revisions as identified in this case and in attached Change Order No. 23, which has been signed by representatives of the Minnesota Department of Transportation (MnDOT) and the Contractor.

In summary, buried sheet pile was encountered during the excavation for sanitary sewer manhole #20. The buried sheet pile was in conflict with the proposed sanitary sewer alignment and needed to be removed in order to install the proposed sanitary manhole and sewer pipe. The Contractor therefore had to remove the buried sheet pile in order to install the proposed sanitary manhole and sanitary sewer pipe per the approved plans.

Time Frame/Observations/Alternatives:**Observations:**

This was an unforeseen condition and the Extra Work was necessary in order to construct the proposed sanitary sewer improvements per the approved plans.

Alternatives:

Adopt Resolution #24-251 approving Change Order No. 23 for Improvement Project #20-11, Ramsey Gateway Highway 10 Improvements.

Funding Source:

The Extra Work associated with Change Order No. 23 results in a lump sum project cost increase of \$68,137.15.

Sanitary sewer funds are proposed to pay for this Extra Work.

Recommendation:

Engineering staff reviewed and approved the Extra Work and recommend approving Change Order No. 23.

Outcome/Action:

Adopt Resolution #24-251 approving Change Order No. 23 for Improvement Project #20-11, Ramsey Gateway Highway 10 Improvements.

Attachments

Resolution 24-251
Change Order 23

Form Review**Inbox**

Brian Hagen

Form Started By: Bruce Westby

Final Approval Date: 09/04/2024

Reviewed By

Brian Hagen

Date

09/04/2024 11:25 AM

Started On: 08/28/2024 11:28 AM

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

RESOLUTION #24-251

RESOLUTION APPROVING CHANGE ORDER NO. 23 FOR IMPROVEMENT PROJECT #20-11, RAMSEY GATEWAY HIGHWAY 10 IMPROVEMENTS

WHEREAS, pursuant to City Council Resolution #23-074 adopted April 11, 2023, the Mayor and City Administrator were directed to enter into a Joint Powers Agreement with Anoka County, Contract No. C0009284, obligating the City of Ramsey to sharing in specific costs, construction and maintenance activities for City Improvement Project #20-11, Ramsey Gateway Highway 10 Improvements; and

WHEREAS, pursuant to City Council Resolution #23-172 adopted September 12, 2023, the Mayor and City Administrator were directed to enter into MnDOT Agreement No. 1052605 with the State of Minnesota, Department of Transportation, to provide for payment by the City to the State of the City's share of the costs of the construction engineering in connection with the City water main and sanitary sewer construction to be performed upon, along, and adjacent to Trunk Highway 10 from 0.37 miles east of Armstrong Boulevard (County State Aid Highway [CSAH] 83) TO 0.57 miles east of Sunfish Lake Boulevard (CSAH 57) and on CSAH 56 from 0.02 miles south of TH 10/169 to 0.40 miles south of Bunker Lake Boulevard (CSAH 116) and on CSAH 57 from TH 10/169 to 0.11 miles south of Bunker Lake Boulevard (CSAH 116) and on Riverdale Drive from 0.15 miles west of Ramsey Boulevard to 0.13 miles east of Ramsey Boulevard, and on Sunfish Lake Boulevard from Riverdale Drive to TH 10 under State Project 002-596-026 and State Project 0202-116 (TH 10=003) as part of Improvement Project #20-11, Ramsey Gateway Highway 10 Improvements; and

WHEREAS, pursuant to City Council Resolution #23-238 adopted September 26, 2023, the Mayor and City Administrator were directed to enter into updated MnDOT Agreement No. 1052605 with the State of Minnesota, Department of Transportation, to provide for payment by the City to the State of the City's share of the costs of the construction engineering in connection with the City water main and sanitary sewer construction to be performed upon, along, and adjacent to Trunk Highway 10 from 0.37 miles east of Armstrong Boulevard (County State Aid Highway [CSAH] 83) TO 0.57 miles east of Sunfish Lake Boulevard (CSAH 57) and on CSAH 56 from 0.02 miles south of TH 10/169 to 0.40 miles south of Bunker Lake Boulevard (CSAH 116) and on CSAH 57 from TH 10/169 to 0.11 miles south of Bunker Lake Boulevard (CSAH 116) and on Riverdale Drive from 0.15 miles west of Ramsey Boulevard to 0.13 miles east of Ramsey Boulevard, and on Sunfish Lake Boulevard from Riverdale Drive to TH 10 under State Project 002-596-026 and State Project 0202-116 (TH 10=003) as part of Improvement Project #20-11, Ramsey Gateway Highway 10 Improvements; and

WHEREAS, municipal utilities are being constructed and/or reconstructed as part of the project per the approved plans; and

WHEREAS, revisions to City utilities are required to account for actual field conditions and provide for future considerations that were unknown when plans were approved; and

WHEREAS, the City Engineer has reviewed and approves of the Extra Work associated with Change Order No. 23 resulting in a project cost increase of \$68,137.15.

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

- 1) The Ramsey City Council hereby approves Change Order No. 23 for Improvement Project #20-11, Ramsey Gateway Highway 10 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 10th day of September, 2024.

Mayor

ATTEST:

City Clerk

Contract: 230502

Change Order No.: 0023

Net Change Order Amount: \$68,137.15

Prime Contractor: Ames Construction, Inc., 0000207855

Spec Book Year: 20

CO Type: COLevel2

Awarded Contract Amount: \$99,848,562.81

Funding Source: SA

State Proj. No.: 0202-116

Resident Engineer: Dan Penn

Fed. Proj. No.: 0010340

Admin Office: MC-Golden Valley North West

District: M Metro

County: C002 ANOKA

Route: CSAH 56, 57

Reason: 1402.2 Differing Site Conditions

Location: CSAH 56 (RAMSEY BLVD.) AND CSAH 57 (SUNFISH LAKE BLVD.) OVER T.H. 10 AND BNSF RAILWAY IN ANOKA AND RAMSEY.

Description: Sanitary MH 20 Differing Site Conditions

Explanation:

Issue Buried sheet pile has been encountered during the excavation for Sanitary MH 20. The buried sheet pile is in conflict with the proposed alignment and needs to be removed in order to install the proposed sanitary manhole and sewer pipe.

Resolution The Contractor will remove the existing buried sheet pile in order to install the proposed sanitary manhole and sanitary sewer pipe.

Entitlement The Engineer and City of Ramsey have determined the contract needs to be revised in accordance with MnDOT 1402.2 Differing Site Conditions.

Impact In accordance with the accepted CPM Schedule the completion date for McKinley St & Sunfish Lk Blvd intersection (S-42.L) is changed to August 8th, 2024.

This change order covers the known and anticipated costs and contract time adjustment (if any) attributable to the work covered by this Change Order. If the Contractor incurs unknown and unanticipated additional work that affects costs or impacts the critical path, the contractor reserves the right to request an adjustment to the contract amount or contract time in accordance with MNDOT 1402.

Cost The Engineer and City of Ramsey have reviewed and approve the costs associated with this change.

Payment Payment for this work will be made in accordance with MnDOT Specification 1904.4 Force Account

Increases/Decreases

Item Description	Item ID	Project Line	Contract Line	Project	Category	Item Source	Quantity Inc/Dec	Unit	Unit Price	Dollar Amount
Total:										\$0.00

New Items

Item Description	Item ID	Item Reason	Project Line	Cont. Line	Project	Category	Quantity	Unit	Unit Price	Dollar Amount
CO #23 - Sanitary MH 20 Differing Site Conditions - CHANGE ORDER LUMP SUM	1402601/00010	FA	13810	3040	140348	0007 - SP002-596-026, LOCAL ROADS	1.000	LS	\$68,137.15	\$68,137.15
Total:										\$68,137.15

Time Adjustments

Time ID	Time Description	Time Type	Original	Current	Adjustment	New
Int Comp Date	S-42.2L Intermediate - Work North of Sunfish Lk. Blvd. Sta. 217+00 8/1/24	Completion Date	08/01/2024	08/01/2024		08/08/2024
			284	284	7	291

Project/Category Summary

Project Description	Project	Category	Category Description	Dollar Amount
GRADING, BITUMINOUS SURFACING, ADA IMPROVEMENTS, RETAINING & NOISE WALLS, HIGH TENSION CABLE GUARDRAIL, TMS, LIGHTING, ROUNDABOUTS AND BRIDGES #02061, #02062, #02591, & #02592. Payroll WD: For all HIGHWAY type work performed on the project.	140348	0007	SP002-596-026, LOCAL ROADS	\$68,137.15
			Net Change Order Amount:	\$68,137.15

	Signature & Date
Project Engineer/Project Supervisor	
Contractor	
Commissioner of Transportation Pursuant to Delegation	
Commissioner of Administration Pursuant to Delegation	
Consultant Contract Administrator (recommendation for Approval only)	
Local Agency (if funded wholly or in part by Local Agency)	

ATTACHMENTS: By signing this agreement, the Contractor acknowledges receipt of the specified attachments (if applicable)

Meeting Date: 09/10/2024

By: Sean Sullivan, Community Development

Title:

Adopt Resolution #24-252 Approving First Amendment to Purchase Agreement, Right of Re-Entry Agreement and Development Agreement for Lot 2, Block 1, COR FOUR; T5 Ramsey LLC (Take 5)

Purpose/Background:

Purpose:

The purpose of this case is to consider approval of a First Amendment to Purchase Agreement, a Right of Re-Entry Agreement and Development Agreement with T5 Ramsey LLC (Take 5, fka Garage RE LLC) on Lot 2, Block 1, COR FOUR which will be platted into Lots 1 and 2, Block 1, GH Ramsey.

Background:

This item is a housekeeping item to assign the entity interest from Garage RE LLC to T5 Ramsey LLC so the land transaction can close and the Right of Re-Entry Agreement will be enforceable. The project, terms of the agreements, principals, company and end user remain the same, only the business/owner entity name and the platted legal description is changing for some documents.

Notification:

Notification is not required.

Observations/Alternatives:

Garage RE LLC has notified the City that T5 Ramsey LLC will be the business/owner of the Take 5 project. The principals/owners involved in project remain the same. The pertinent terms of the purchase and right of re-entry agreements (purchase price, land being sold, project definition, requirement to build 20 space parking lot on adjacent parcel, certificate of occupancy timing) have not changed aside from the updated legal based on the approved GH Ramsey Final Plat. As mentioned previously, this is merely a housekeeping item to ensure that the land transaction can close seamlessly and the project can be completed. The City attorney has reviewed the deed of conveyance, development agreement, and right of re-entry agreement and has "approved them as to form".

Alternatives:

- 1) Resolution #24-252 Approving First Amendment to Purchase Agreement, Right of Re-Entry Agreement and Development Agreement for Lot 2, Block 1, COR FOUR; T5 Ramsey LLC (Take 5) (as presented); subject to City Attorney review.
- 2) Resolution #24-252 Approving First Amendment to Purchase Agreement, Right of Re-Entry Agreement and Development Agreement for Lot 2, Block 1, COR FOUR; T5 Ramsey LLC (Take 5) (with changes); subject to City Attorney review.
- 3) Something else.

Funding Source:

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

Recommendation:

Adoption of Resolution #24-252 Approving First Amendment to Purchase Agreement, Right of Re-Entry Agreement and Development Agreement for Lot 2, Block 1, COR FOUR; T5 Ramsey LLC (Take 5) (as presented)

Action:

Motion to Adopt Resolution #24-252 Approving First Amendment to Purchase Agreement, Right of Re-Entry Agreement and Development Agreement for Lot 2, Block 1, COR FOUR; T5 Ramsey LLC (Take 5) (as presented); subject to City Attorney review.

Attachments

Site Location Map

ACTION - Resolution #24-252

ACTION - First Amendment to Purchase Agreement

ACTION - Right of Re-Entry Agreement

ACTION - Development Agreement

REFERENCE - Original Purchase Agreement

Form Review

Inbox

Sean Sullivan (Originator)

Brian Hagen

Form Started By: Sean Sullivan

Final Approval Date: 09/04/2024

Reviewed By

Sean Sullivan

Brian Hagen

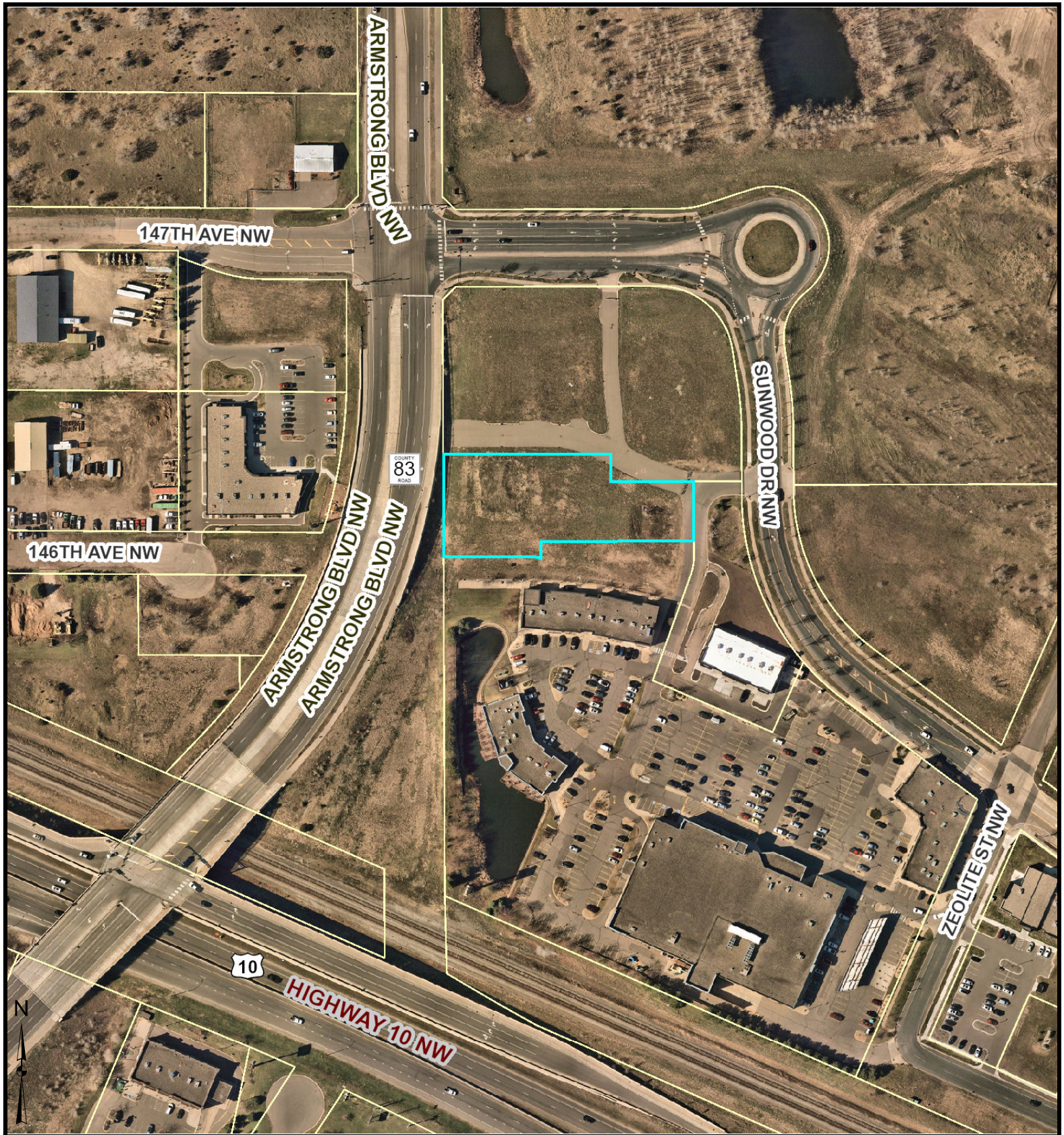
Date

08/30/2024 04:02 PM

09/04/2024 11:26 AM

Started On: 08/30/2024 09:00 AM

Site Location Map (Take 5)



Parcel Information:

Approx. Acres: 1.15955277
Commissioner: MATT LOOK
28-32-25-23-0023
7990 SUNWOOD DR NW
RAMSEY
MN 55303
Plat: COR FOUR

Owner Information:

RAMSEY CITY OF
7550 SUNWOOD DRIVE
RAMSEY
MN
55303



Sean Sullivan

1:2,400

Date: 2/1/2024

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

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

RESOLUTION #24-252

RESOLUTION APPROVING FIRST AMENDMENT TO PURCHASE AGREEMENT, RIGHT OF RE-ENTRY AGREEMENT AND DEVELOPMENT AGREEMENT FOR LOT 2, BLOCK 1, COR FOUR: T5 RAMSEY LLC (TAKE 5)

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

WHEREAS, on February 26, 2024, the City adopted Resolution #24-061 approving a Purchase Agreement and Right of Re-Entry Agreement for the sale and development of Lot 2, Block 1, COR FOUR (the “Property”) to **GARAGE RE LLC, a Minnesota limited liability company** and/or its assigns (the “Buyer”) on February 26, 2024; and

WHEREAS, on August 12, 2024, the City adopted Resolution #24-210 approving a Final Plat for GH Ramsey and a Development Agreement for Garage RE LLC, doing business as Take 5 Oil Change on Lot 2, Block 1, COR FOUR (the “Property”); and

WHEREAS, the Buyer has notified the City the Purchasing/Owner entity has been assigned from Garage RE LLC, a Minnesota Limited Liability Company to T5 Ramsey LLC, a Minnesota Limited Liability Company and the business/ownership entity name in purchase agreement needs to be changed to T5 Ramsey LLC in the First Amendment to Purchase agreement; all other terms of the purchase agreement remain unchanged; and

WHEREAS, the Buyer has notified the City the Purchasing/Owner entity has been assigned from Garage RE LLC, a Minnesota Limited Liability Company to T5 Ramsey LLC, a Minnesota Limited Liability Company and the legal description on the Right of Re-Entry Agreement needs to be changed from Lot 2, Block 1, COR FOUR to Lot 1, Block 1, GH Ramsey and the business/ownership entity name needs to be changed to T5 Ramsey LLC; all other terms of the right of re-entry agreement remain unchanged; and

WHEREAS, the Permittee has notified the City the Purchasing/Owner entity has been assigned from Garage RE LLC, a Minnesota Limited Liability Company to T5 Ramsey LLC, a Minnesota Limited Liability Company and Permittee business/entity name needs to be changed to T5 Ramsey LLC, and the legal description changed to Lots 1 and 2, Block 1 GH Ramsey; all other terms of the development agreement remain unchanged; and

WHEREAS, the City will sell Lot 2, Block 1, COR FOUR (the “Property), to T5 Ramsey LLC for \$279,236 on +/- 1.16 acres (50,529 square feet) legally described on attached Exhibit A (the “Purchase Price”) subject to contingencies included in the Purchase Agreement and T5 Ramsey will plat the Property into Lots 1 and 2, Block 1, GH Ramsey; and

WHEREAS, T5 Ramsey LLC (Take 5) agrees to construct a 20-space parking lot on the northern portion of Lot 1, Block 1, COR TWO NORTHSTAR as depicted on the concept site plan attached to the Original Purchase Agreement; and

WHEREAS, a Right of Re-Entry Agreement and Development Agreement will be recorded at the closing of this land transaction; and

WHEREAS, T5 Ramsey LLC is a company that is active and in good standing as documented in the Office of the Secretary of State as of August 30, 2024.

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

- 1) The City Council approves/authorizes the City Administrator and Mayor to execute the First Amendment to Purchase Agreement, Right of Re-Entry Agreement and Development Agreement with Garage RE LLC and/or T5 Ramsey LLC; subject to City Attorney review
- 2) That the City hereby approves/authorizes the sale of the Property to T5 Ramsey LLC, a Minnesota limited liability company for \$279,236 on +/- 1.16 acres (50,529 square feet) legally described on attached Exhibit A (the "Purchase Price") subject to contingencies included in the Purchase Agreements; subject to City Attorney review
- 3) That the City Council 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 10th day of September, 2024.

Mayor

ATTEST:

City Clerk

Exhibit A
Legal Description of the Property

Lot 2, Block 1, COR FOUR, Anoka County, Minnesota

To be Platted into:

Lots 1 and 2, Block 1, GH Ramsey

Anoka County PID Number: 28-32-25-23-0023

**FIRST AMENDMENT
TO
PURCHASE AGREEMENT**

This is the First Amendment to the Purchase Agreement by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Garage RE LLC** and/or its assigns, a Minnesota Limited Liability Company (“Buyer”) and T5 Ramsey LLC a Minnesota Limited Liability Company (“Assignee”) with an Effective Date of February 27, 2024.

Recitals

1. **EFFECTIVE DATE.** The Effective Date remains February 27, 2024.
2. **SALE OF PROPERTY.** Seller agrees to sell to Assignee, and Assignee agrees to buy from Seller approximately 1.16 acres 50,529 square feet) of vacant land, legally described as follows:

Lot 2, Block 1, COR FOUR, to be platted as:

Lots 1 and 2, Block 1, GH Ramsey

PID Number: 28-32-25-23-0023 (“Property”)

3. **PURCHASE PRICE.** The purchase price for the Property is \$279,236 (the “Purchase Price”).
4. **BUYER.** Buyer desires to assign the Purchase Agreement to T5 Ramsey LLC, and Seller agrees to and accepts said assignment.

Agreement

1. **AMENDMENT APPROVAL.** Buyer and Seller hereby approve this First Amendment to Purchase Agreement as modified by the above Recitals, which are hereby incorporated herein.
2. **REMAINING TERMS.** All other provisions of the Purchase Agreement remain unchanged except to the extent inconsistent with the terms of this First Amendment to Purchase Agreement. The terms used in this First Amendment to Purchase Agreement have the same meaning as in the Purchase Agreement.

SELLER: City of Ramsey, a Minnesota municipal corporation

By: _____
Mark E, Kuzma, Mayor

Dated: _____, 2024

By: _____
Brian Hagen, City Administrator

Dated: _____, 2024

BUYER: GARAGE RE LLC

By: _____
Kevin Bergman, Manager

Dated: _____, 2024

ASSIGNEE: T5 RAMSEY LLC

By: _____
Kevin Bergman, Manager

Dated: _____, 2024

[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 **T5 Ramsey LLC**, a Minnesota Limited Liability Company (“Buyer”).

Recitals

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

Lot 1, Block 1, GH Ramsey, 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 **Garage RE LLC & or Assigns**, with an Effective Date of **February 27, 2024**, 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.

D. Garage RE LLC & or Assigns, a Minnesota Limited Liability Company has assigned the Purchase Agreement dated February 27, 2024 to T5 Ramsey LLC, a Minnesota Limited Liability Company

Agreement

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

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

- a. Buyer must obtain a certificate of occupancy from the City of Ramsey, for the project described below by (INSERT DATE 12 Months After CLOSING).

Project Description:

- i. **T5 Ramsey LLC** Site Plan, approved by the City of Ramsey on July 9, 2024 by Resolution #24-166.
 - ii. Development Agreement for **T5 Ramsey LLC**, approved by the City of Ramsey on August 12, 2024 by Resolution #24-210 and was updated to reflect the platted legal description and Permittee name on September 10, 2024 by Resolution #24-252.
3. Seller may impose a penalty of \$50,000.00 against the Property if the certificate of occupancy is not obtained, for the construction of a minimum 1,800 square foot oil change building and 20 space parking lot on adjacent lot south of the Property, pursuant to the deadline set forth above. The penalty is due upon written notice to Buyer from Seller of the failure to satisfy a contingency. In the event the penalty is not paid within 30 days of receipt of the notice, Seller may, but is not required to, certify the penalty to Anoka County as an assessment against the Property. Buyer waives any and all rights under Minnesota Statutes, chapter 429, and any other applicable law, including any right to notice of hearing and hearing, the right to object, and the right to appeal the assessment. Buyer further waives any requirements of the City Charter that may apply to said assessment.
 4. As an alternative to imposition of a financial penalty and not in addition thereto, Seller may re-enter and take physical possession of the Property. Title to the Property shall be restored in Seller, and Buyer shall execute whatever documents and undertake whatever steps are necessary to establish and confirm Seller's fee simple interest in the Property free of any claims or encumbrances, including mechanic's liens.
 5. If the City refuses to issue a Certificate of Occupancy upon request by Buyer, it shall state its reasons for doing so in writing and Buyer will have 90 days in which to cure any deficiencies, or such other accommodations as the parties may agree to.

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 and Brian Hagen as Mayor and City Administrator, respectively, of
the City of Ramsey, Minnesota on behalf of the Minnesota municipal corporation.

Notary Public

T5 Ramsey LLC

By: _____
Kevin S. Bergman

This instrument was acknowledged before me on _____, 2024, by Kevin S. Bergman, Manager of **T5 Ramsey 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

**TAKE 5 OIL CHANGE
DEVELOPMENT AGREEMENT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA**

This Agreement (hereinafter the “Agreement”) is dated as of this 12th day of August, 2024, and is by and between the City of Ramsey, a Minnesota municipal corporation (the “CITY”) and **T5 RAMSEY LLC**, a limited liability corporation under the laws of Minnesota, (the “PERMITTEE”).

Recitals

A. The **PERMITTEE** is the fee title owner of land generally known as 7990 Sunwood Drive Northwest, Ramsey, MN 55303 and legally described as:

Lots 1 and 2, Block 1, GH Ramsey, Anoka County, Minnesota.

(the “**Subject Property**”)

B. That on February 26, 2024, the City Council adopted Resolution #24-061, approving a Purchase Agreement and Right of Re-Entry Agreement for the **Subject Property**, and that the City Council staff report documented a \$125,000 discount from the purchase price for the **Subject Property**, to be used for constructing an off-site parking lot.

C. That on February 27, 2024, the Purchase Agreement and Right of Re-Entry Agreement were signed and executed.

D. That on May 13, 2024, the **CITY** received a Land Use Application from DSGW Architects (the “**Applicant**”), on behalf of the **PERMITTEE**, requesting a Site Plan Review and Final Plat, as part of a proposal to construct a commercial building to operate on the **Subject Property**, and associated site improvements (cumulatively, the “**New Building**”).

E. That on July 9, 2024, the City Council approved the Conditional Use Permit and Site Plan, and approved vacating part of a drainage and utility easement, for the proposed **New Building**.

F. That on August 12, 2024, the City Council approved the Final Plat for the proposed **New Building**.

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

Agreement

**SECTION I
REQUIRED IMPROVEMENTS AND FINANCIAL RESPONSIBILITIES**

1. **City Code Compliance.** The **CITY** approves the site plan (the “Site Plan”) conditioned on the **PERMITTEE** developing the **Subject Property** in accordance with the applicable provisions of City Code.
2. **Conformance with the Plans.** The **Subject Property** shall be developed in accordance with the final plans (the “Plans”) prepared by DSGW Architects and Rehder & Associates, Inc and dated July 26, 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**’s review have been made; and (b) such further revisions as the **PERMITTEE** may propose and the **CITY** approves. The **Plans** shall not be attached to this **Agreement**, but are in the **CITY**’s files.
3. **Incorporation of All City Code Requirements.** That the recitals above and the applicable provisions of the City Charter, Subdivision Code, and Zoning Code of the **CITY**, as amended to date hereof, are incorporated herein by reference.
4. **State Building Code Compliance.** The structure(s) shall be constructed in accordance with the requirements of the Building Code.
5. **Fire Lanes.** Fire lanes shall be maintained on the **Subject Property**. The exact locations of these items on the **Subject Property** shall be as directed by the Fire Chief. The **PERMITTEE** herein agrees to post “No Parking” signs along driveways in accordance with City Code requirements and in conjunction with the instructions of the Fire Chief.
6. **Required On-Site Improvements.** The **PERMITTEE** shall construct and install the following site improvements on the **Subject Property** in accordance with the specifications and location as shown on the **Plans**. The Required Improvements and the allocated costs therefor are as follows:

Required Improvement – Take 5	Cost	125% of Cost Release Amount
a. Site work (including temporary and permanent erosion control, lot grading, parking lot and driveway bituminous pavement, and concrete walkways, curb, and gutter)	\$133,641.00	\$167,051.25
b. Sanitary sewer service	\$14,700.00	\$18,375.00
c. Water services	\$18,900.00	\$23,625.00
d. Storm drainage facilities	\$30,450.00	\$38,062.50
e. Landscaping	\$27,720.00	\$34,650.00
TOTAL	\$225,411.00	\$281,763.75

("Required Improvements")

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

- 7. **Required Off-Site Improvements.** The PERMITTEE shall construct and install the following site improvements on the parcel immediately south of the **Subject Property** in accordance with the specifications and location as shown on the **Plans**, and in accordance with the terms outlined in the City Council staff report from February 26, 2024 for the Purchase Agreement. The Required Improvements and the allocated costs therefor are as follows:

Required Improvement – Parking Area South of Subject Property	
f.	Site work (including temporary and permanent erosion control, lot grading, parking lot and driveway bituminous pavement, and concrete walkways, curb, and gutter)
g.	Storm drainage facilities
h.	Landscaping

("Required Improvements")

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

- 8. **Required Improvements Completion Date.** The **Required Improvements** shall be completed within twenty-four (24) months from the date of Site Plan approval for the **New Building**, subject to Unavoidable Delays. For the purposes of this Agreement, Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, global pandemic, epidemic, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, results in delays, or acts of any federal, state or local governmental unit other than the **CITY**.
- 9. **Required Improvements Financial Guaranty.** In order to ensure the installation of the **Required Improvements** in accordance with **CITY** specifications and in a timely manner, the **PERMITTEE** shall be required to deposit with the **CITY** a cash escrow or an irrevocable letter of credit, approved as to form by the **CITY**, in the amount of **Two Hundred Eighty-One Thousand Seven Hundred Sixty-Three Dollars and Seventy-Five Cents (\$281,763.75)**, which is 125% of the **CITY's** estimated cost of the **Required Improvements** for the on-site improvements, but shall serve as the guaranty for the installation of **Required Improvements** on both the on-site and off-site improvements. Prior to the issuance of the building permit, the financial guaranty must be provided as required herein.

At the request of **PERMITTEE**, the **CITY** shall, not more frequently than once monthly, release that part of the Financial Guaranty for any completed portion of the Required Improvements in the amount set forth in Section 6 that have been accepted in writing by the **CITY**. Upon completion of the construction of all or any remaining of the **Required Improvements** and written acceptance by the **CITY**, the financial guaranty shall be returned to the **PERMITTEE** and the **PERMITTEE** shall be required to provide the landscaping maintenance guaranty described in Section III Paragraph 11 of this **Agreement**. The determination of completion of the construction of the **Required Improvements** shall be made by the **CITY**. In the event the **PERMITTEE** fails to

construct and install the **Required Improvements** as required herein, the City Council may order the completion of the **Required Improvements** with **CITY** day labor and/or by letting contracts for said completion and draw upon the escrow for payment. Only the City Council shall have the authority to direct completion of the **Required Improvements** and withdraw from the escrow account. The **PERMITTEE** hereby grants permission and a license to the **CITY** and/or its contractors and assigns to enter upon the **Subject Property** for the purpose of completing the construction and installation of the **Required Improvements** in the event of the **PERMITTEE's** default.

10. **Site Inspection Fees.** The **PERMITTEE** shall be responsible for all site inspection costs incurred by the **CITY** related to the installation of **Required Improvements**. The **PERMITTEE** shall make a cash deposit into the appropriate escrow account at the **CITY** and the **CITY** shall have the authority to draw upon these funds for the purpose of compensating for inspection services. The amount of the deposit shall be equal to five percent (5%) of the estimated cost of the **Required Improvements**, which equates to **Fifteen Thousand Five Hundred Seventy-Seven Dollars and Five Cents (\$15,577.05)** (5% x \$311,541.00). Upon completion of the **Required Improvements** to the satisfaction of the **CITY**, any surplus balance remaining in the **CITY's** escrow account shall be refunded to the **PERMITTEE**.
11. **Storm Water Management Fee.** The **PERMITTEE** is responsible for satisfying applicable Storm Water Management Fee requirements for the plat of GH Ramsey. The **PERMITTEE** must pay a Storm Water Management Fee of **\$6,172.00** (1.16 acres x \$5,321.00 per acre).
12. **Park Dedication and Trail Development.** The **PERMITTEE** is responsible for satisfying applicable Park Dedication requirements with the plat of GH Ramsey. The **PERMITTEE** must pay **\$5,916** (park dedication) and **\$1,508** (trail development). These amounts are based off 1.16 acres at \$5,100 per acre (park dedication) and \$1,300 per acre (trail development).
13. **Sanitary Sewer Connection (Trunk) Fees.** The **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Trunk Fee requirements for the plat of GH Ramsey. The **PERMITTEE** must pay a Sanitary Sewer Trunk Fee of **\$4,713.00** (1.16 acres x \$4,063.00 per acre).
14. **Water Connection (Trunk) Fees.** The **PERMITTEE** is responsible for satisfying applicable Water Trunk Fee requirements with the plat of GH Ramsey. The **PERMITTEE** must pay a Water Trunk Fee of **\$8,518.00** (1.16 acres x \$7,343.00 per acre).

SECTION II PERMITS AND OCCUPANCY

15. Requirements for Building Permit.

- a. No building permit shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the **CITY** Building Official with a Certificate of Survey; (c) the financial guaranty described in Section I Paragraph 8 to the **CITY**; and (d) obtained all necessary permits from the Lower Rum River Watershed Management Organization and has provided a copy of such permit to the **CITY**, if applicable; and
- b. No occupancy permit shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; and (b)

constructed all utilities and storm water facilities this **Agreement** requires to serve the lot and such utilities and storm water facilities are in place, operational and accepted by the **CITY**.

SECTION III ON-SITE LANDSCAPING

- 16. Maintenance Guaranty for Landscaping.** It is herein agreed that the **PERMITTEE** shall provide a maintenance guaranty to ensure the survival of the plantings. Said maintenance guaranty shall consist of cash or an irrevocable letter of credit, approved as to form by the **CITY**, in the amount of **Two Thousand Twenty-Five Dollars and No Cents (\$2,025.00)** [# plantings (16 trees and 26 shrubs) x cost/planting (\$300/tree and \$75/shrub) x 30% average non-survival rate], which shall be in effect for a two (2) year period commencing on the date of the **CITY's** written acceptance of said plantings as part of the **Required Improvements**.

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

SECTION IV GENERAL

- 17. Boulevard and Area Restoration.** The **PERMITTEE** shall be responsible for restoring all areas disturbed by the development grading operation in accordance with the approved erosion and sediment control plan. The **PERMITTEE** shall also be responsible for the cost of cleaning any soil, earth or debris from the wetlands within and adjacent to the **Subject Property** resulting from grading performed in the development of the land.
- 18. Construction Site Maintenance.** The **PERMITTEE** shall adhere to all **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.
- 19. 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.
- 20. Estimated Cost.** It is understood and agreed that cost amounts set forth in this **Agreement** as **Required Improvements**, unless specified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal charges.
- 21. Site Plan Approval Expenses.** The **PERMITTEE** agrees that it will pay to the **CITY** all **CITY** expenses incurred in the approval of the **Site Plan**, including, but not limited to administration

expenses, engineering and legal fees. Said expenses shall be paid within fifteen (15) days of billing by the CITY and outstanding billings shall be paid prior to issuance of the building permit. Any expenses incurred after the release of the building permit shall also be paid within said fifteen (15) day billing period. Failure to pay the CITY's expenses within the fifteen (15) day billing period will permit the CITY to draw upon any of the escrows required by this contract for payment.

22. **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.
23. **Invalidity of Any Section.** If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect or void any of the other provisions of this Agreement.
24. **Proof of Authority.** When the PERMITTEE is a corporation, the CITY requires proof of authority by the corporation to execute this Agreement. This proof of authority may be satisfied by providing the CITY with a certified copy of minutes of the corporate Board of Directors granting such authority.
25. **Violation of This Permit.** If the PERMITTEE fails to perform any of the terms of this Agreement in the manner required by the CITY, the CITY shall be entitled to recover, from the PERMITTEE or the issuer of PERMITTEE financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this Agreement by the PERMITTEE shall also be grounds for denial of Building Permit or issuance of Certificate of Occupancy.
26. **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.
27. **Agreement Binding on Successors and Assigns.** The PERMITTEE agrees that this Agreement shall be binding upon its successors and assigns.
28. **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:

T5 Ramsey LLC
Attn: Kevin S. Bergman
15706 Highland Heights Dr.
Minnetonka, MN 55345

TO THE CITY:

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

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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:
HKB Law, P.A.
413 Wacouta Street, Suite 550
St. Paul, MN 55101

PURCHASE AGREEMENT

This Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (“Seller”), and **Garage RE LLC & or Assigns**, a Minnesota Limited Liability Company (“Buyer”).

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

1. **EFFECTIVE DATE.** The effective date of this Agreement is **February 27, 2024** (the “Effective Date”).
2. **SALE OF PROPERTY.** Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller approximately 1.16 acres 50,529 square feet) of vacant land, legally described as follows:

Lot 2, Block 1, COR FOUR

PID Number: 28-32-25-23-0023 (“Property”)
3. **PURCHASE PRICE.** The purchase price for the Property is \$279,236 (the “Purchase Price”). The price has been discounted from the asking price of \$404,236 to make funds available to construct a 20-space parking lot on the lot directly south of the Property.
4. **EARNEST MONEY AND ADDITIONAL EARNEST MONEY.** Within five business days after the Effective Date, Buyer must deposit the sum of \$15,000.00 (the “Earnest Money”) with Land Title Inc. (“Escrow Agent”), via wire transfer or delivery of a certified check payable to Escrow Agent.
 - a. If Buyer does not deposit the Earnest Money as required above, then Seller may terminate this Agreement by written notice to Buyer; provided, however, if Buyer deposits the Earnest Money with Escrow Agent before Seller exercises Seller’s right to terminate, Seller’s right to terminate is extinguished.
 - b. Upon Seller’s receipt of a Notice to Proceed from Buyer in accordance with Section 9(b), all of the Earnest Money becomes non-refundable (except in accordance with Section 22 as a result of a default by Seller).
 - c. If Buyer does not provide a Notice to Proceed to Seller in accordance with Section 9(b), this Agreement automatically terminates, and Escrow Agent must disburse all Earnest Money Escrow Agent holds to Buyer.

- d. At Closing, Escrow Agent shall disburse to Seller any Earnest Money not previously disbursed to Seller, and Buyer shall receive a credit against the Purchase Price owing at Closing in an amount equal to the amount of the Earnest Money.
5. **SURVEY.** Seller will provide the Buyer an ALTA/NSPS 2016 survey (Table A, items 1, 2, 3, 4, 5, 7A, 8, 11 and 14) for Lots 1, 2 and 3, Block 1, COR TWO (the "Survey") from a duly licensed surveyor dated August 8, 2019 and a copy of the COR Four Plat. Buyer may arrange with the surveyor to include additional information on the Survey at Buyer's expense.

6. **TITLE COMMITMENT.**

- a. Seller makes no representations or warranties with respect to the status of title to the Property. Within thirty (30) business days after the Effective Date, Seller shall, at Seller's expense, obtain a commitment from Escrow Agent to issue an owner's policy of title insurance insuring Buyer's title to the Property (the "Title Commitment") and deliver the Title Commitment and copies of or internet access to copies of all recorded documents referenced in the Title Commitment to Buyer.
- 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 three (3) 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 three (3) 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 Seller from all "Claims," as defined in Section 10, arising out of, resulting from or relating to any loss of or damage to any property or business or out of any injury to or death of any person, if the loss, damage, injury, or death arises or is alleged to arise either directly or indirectly and either wholly or in part from: (a) any action or omission of Buyer or its employees, agents, or contractors, while on the Property pursuant to this Section; or (b) actions or omissions of Buyer or Buyer's employees, agents, or contractors that cause or result in the release of any Hazardous Substance onto the Property or onto other property.
 - c. Buyer must comply with and shall cause it employees, agents, and contractors to comply with all applicable laws, while on the Property.
 - d. Other than a standard Phase 1 environmental assessment, Buyer may not commence any environmental testing on the Property until Buyer submits a work plan for such testing to Seller and Seller approves the work plan, in writing. Seller may not unreasonably withhold, condition or delay Seller's approval of a work plan.
 - e. Buyer must, promptly and without demand from Seller, provide Seller with true and complete copies of all draft and final reports relating to Buyer's geotechnical and environmental investigations and testing of the Property including, without limitation, any reports relating to any Phase I Environmental Site Assessment of the Property.
 - f. The cost of any test or additional survey work will be borne solely by Buyer.

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 **September 30, 2024** (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-plot the Property) and utilities necessary for Buyer’s intended use of the Property. Buyer acknowledges and agrees that Seller has not made any covenants, representations or warranties regarding Buyer’s ability to obtain governmental approvals from the

City of Ramsey or any other governmental entity. The City of Ramsey will review, consider and act on any applications Buyer submits to the City for governmental approvals in accordance with City Code.

- b. Buyer may, at any time on or before 5:00 p.m. on the last day of the Inspection Period, terminate the Agreement by written notice to Seller based on Buyer's determination, in Buyer's sole and absolute discretion, that the condition of the Property is not suitable for Buyer's intended use or that Buyer may not be able to obtain all governmental approvals and utilities necessary for Buyer's intended use of the Property. In addition, this Agreement automatically terminates at 5:00 p.m. on the last day of the Inspection Period unless, prior to that time Buyer delivers a written notice of Buyer's intention to proceed (a "**Notice to Proceed**") to Seller.
- c. If, pursuant to Section 9(b) either Buyer terminates this Agreement or this Agreement is automatically terminated, the Escrow Agent must disburse to Buyer any Earnest Money Escrow Agent holds.

10. DEFINITIONS. As used in this Agreement:

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

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

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

- 11. RELEASE.** By accepting the deed to the Property, Buyer, for itself, its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors, and assigns and anyone acting on its behalf or their behalf hereby fully releases and forever discharges Seller from any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known

and unknown, existing and contingent, arising out of, resulting from, or relating to the condition of the Property, and Buyer hereby waives any and all causes of action (including without limitation any right of contribution) Buyer had, has or may have against Seller and anyone acting on its behalf with respect to the condition of the Property, whether arising at common law, in equity or under a federal, state or local statute, rule or regulation. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or 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: kulrich@cityoframsey.com

Buyer: Garage RE LLC & or Assigns.
Tim Eaton
15706 Highland Heights Drive
Minnetonka, MN 55345
Email: tim.eaton@garageholdingsllc.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 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 Thirty (30) days, by depositing an additional Five Thousand and 00/100 Dollars (\$5,000.00) earnest money with Escrow Agent for each extension. Each \$5,000 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 2024 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
- 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 not dealt with brokers, real estate agents, finders or the like in connection with this transaction, other than CBRE, Inc. ("Sellers Broker") and Jones Lang Lasalle Brokerage, Inc ("Buyer Broker"). Seller shall pay Seller's Broker as required by their agreement 3.5% of final gross sale price and Buyers Broker 3.5% of final gross sales price. Seller and Buyer agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any broker's fees or commissions resulting for their actions or agreements regarding the execution or performance of this Agreement, 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. This Agreement may not be assigned without the written consent of the non-assigning Party. The Seller recognizes the Buyer intends to assign this Agreement to an affiliated special purpose entity that will be registered officially with the State of Minnesota.

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 Disbursement and the Remaining 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. **Within one year from the Closing Date,** Buyer shall construct and obtain a certificate of occupancy from the City of Ramsey for a minimum 1,800 SF oil change building and construction of 20 space parking lot on Northstar Marketplace site and connection to oil change development (Concept Plan on attached Exhibit B) and compliant with COR Zoning requirements to be further defined by an approved Site Plan. At Closing, a "Right of Re-Entry Agreement" shall be executed and recorded against the Property providing that, in the event the above deadline is not met, Seller has the right to reclaim title to the parcel(s) for which a certificate of occupancy was not obtained.

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 (if needed), development agreement, and building exterior visual renderings with the City of Ramsey for its intended project before Closing. The Development Agreement and Site Plan must comply with all local zoning ordinances and design standards, including The COR Design Standards.

SELLER: The City of Ramsey, a Minnesota municipal corporation

By: Mark Kuzma
Mark Kuzma, Mayor

Dated: 2-27-2024, 2024

By: Brian Hagen
Brian Hagen, City Administrator

Dated: 02-27-, 2024

BUYER: Garage Holdings LLC

By: KS Bergman
Kevin Bergman, Manager

Dated: 2/29, 2024

Exhibit A

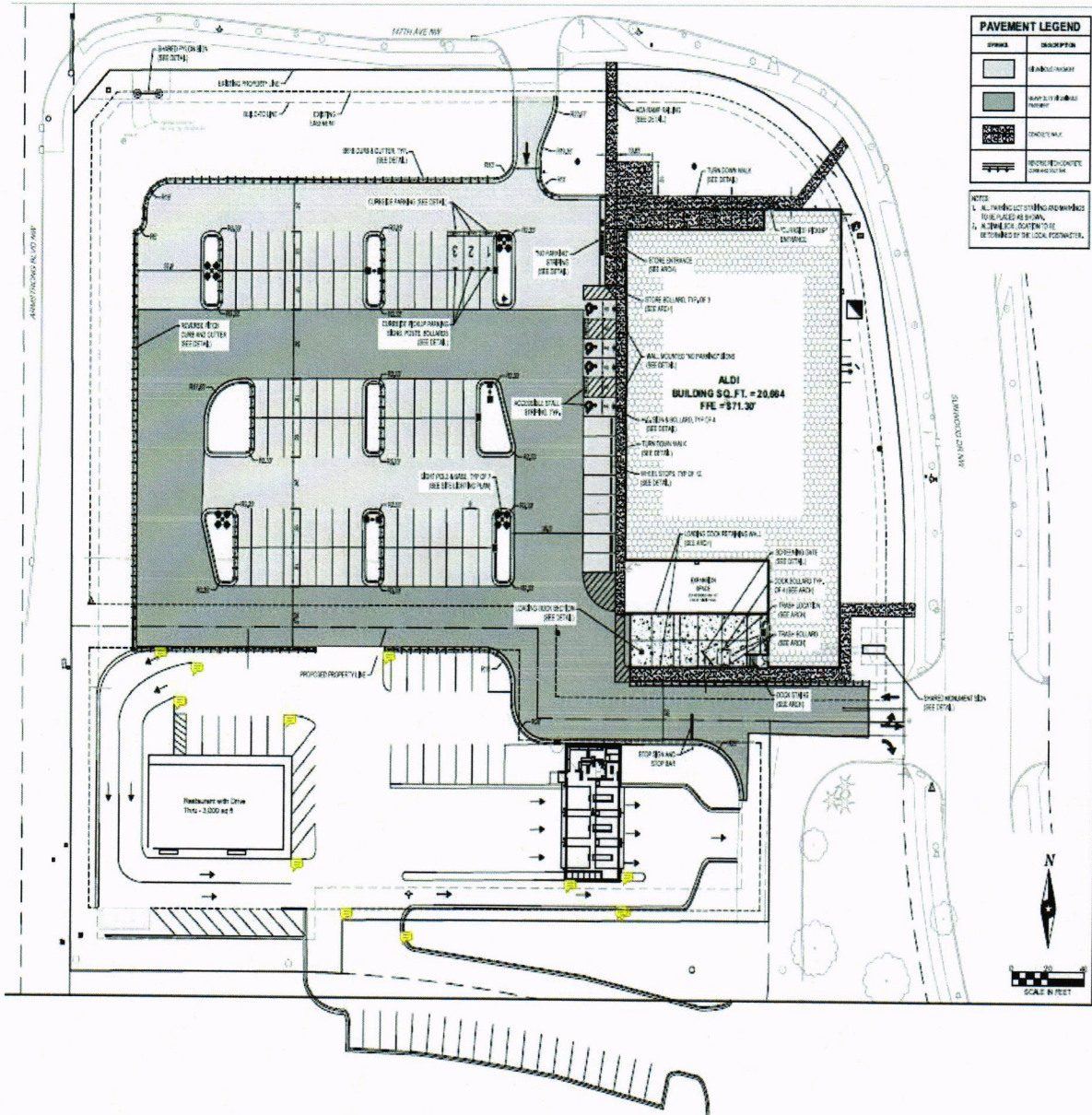
Legal Description

Lot 2, Block 1, COR FOUR, Anoka County Minnesota

PID Number: 28-32-25-23-0023 ("Property")

Exhibit B

Concept Plan



CC Regular Session New**Meeting Date:** 09/10/2024**Primary Strategic Plan Initiative:** Promote economic growth and development.**Title:**

PUBLIC HEARING: Adopt Resolution #24-230 Vacating all Existing, Platted Drainage and Utility Easements on the Property Located Between Rhinestone Street, Traprock Street, East Ramsey Parkway, and 146th Avenue (Project No. 24-117)/ Case of COR at Ramsey, LLC

Purpose/Background:

The City has received a Land Use Application from COR at Ramsey, LLC (the "Applicant") for consideration of a Preliminary Plat, Final Plat, and Easement Vacation for Parkside Townhomes. The project is located on the block situated between Rhinestone Street, East Ramsey Parkway, Traprock Street, and 146th Avenue (the "Subject Property"). On this same agenda is a separate case addressing the Preliminary Plat and Final Plat. This case and Public Hearing is specific to the requested Easement Vacation.

Notification:

A notification was posted in the July 26, 2024, Anoka Union Herald and emailed notices were sent to the private utility companies operating in Ramsey. Furthermore, property owners within 350 feet of the Subject Property were mailed a notice of the Public Hearing for the easement vacation as well.

Time Frame/Observations/Alternatives:

The Subject Property was originally platted in the mid-2000s as Ramsey Town Center 7th Addition. That plat dedicated drainage and utility easements across portions of the Subject Property. The new plat, Parkside Townhomes, slightly adjusts the property boundaries to accommodate a different building footprint than what had been proposed almost twenty (20) years ago. New drainage and utility easements will be dedicated where required and needed with the recording of the Parkside Townhomes Final Plat.

Notification of the proposed easement vacation has been sent to all utility companies that operate in Ramsey. As of the writing of this case, we have received responses from Centerpoint Energy and Comcast, both stating that they have no objections to the vacation, as they have no infrastructure within the existing easements currently.

Funding Source:

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

Recommendation:

Staff recommends vacating all existing drainage and utility easements on the Subject Property

Outcome/Action:

Motion to adopt Resolution #24-230 vacating all existing drainage and utility easements on the Subject Property.

Attachments

Site Location Map

Easement Vacation Exhibit

Preliminary Plat
Final Plat
Resolution #24-230

Form Review

Inbox

Brian Hagen

Form Started By: Chris Anderson

Final Approval Date: 09/04/2024

Reviewed By

Brian Hagen

Date

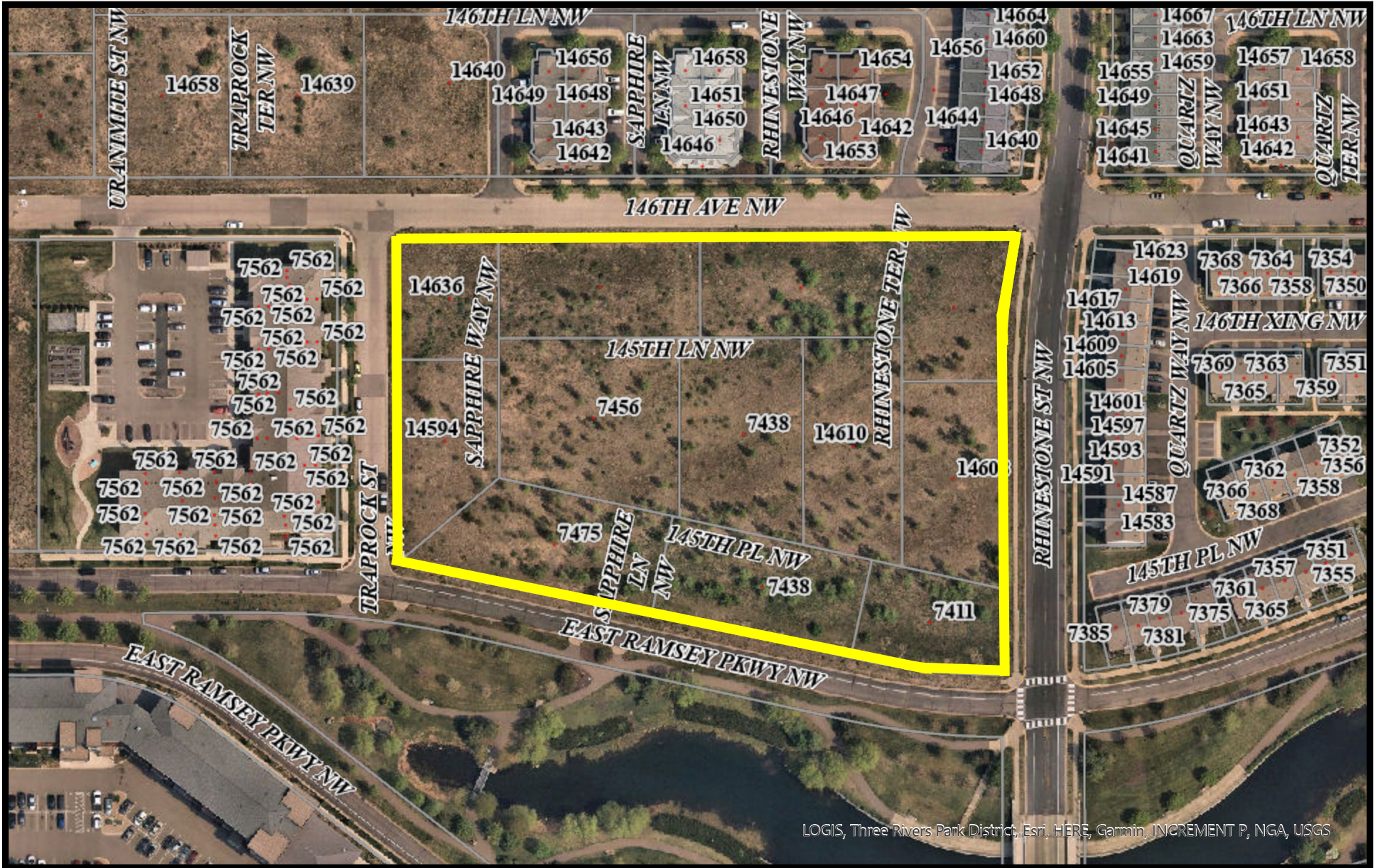
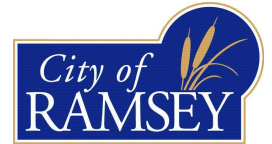
09/04/2024 11:13 AM

Started On: 08/23/2024 10:44 AM

TRAPROCK ST, EAST RAMSEY PKWY
NW, RHINESTONE ST NW, and 146TH
AVE NW

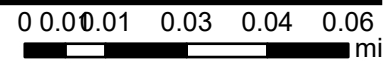
PARKSIDE TOWNHOMES

Preliminary Plat



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

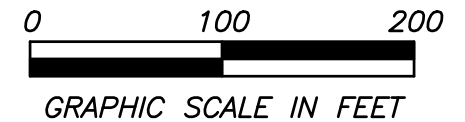
Print Date: July 19, 2024



EASEMENT VACATION EXHIBIT

LOCATED IN THE PLAT OF
**RAMSEY TOWN CENTER
7TH ADDITION**

ANOKA COUNTY, MN

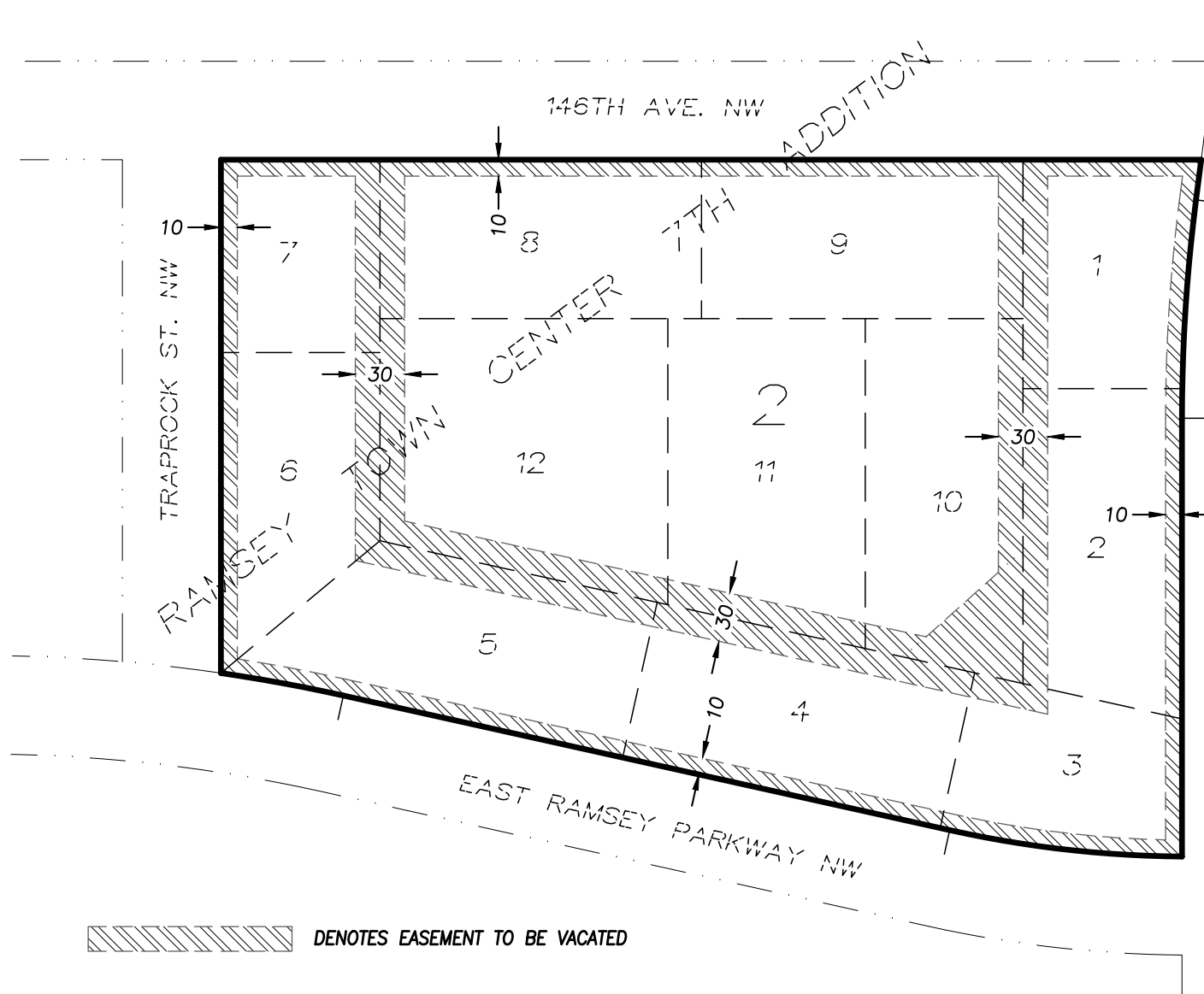


DATE: 06/22/2022
DRAWN BY: AAN
FILE NO. 22284

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a Licensed Land Surveyor under the laws of the State of Minnesota.

Date 06/22/2022

Abram A. Niemela
Abram A. Niemela
License No. 48664

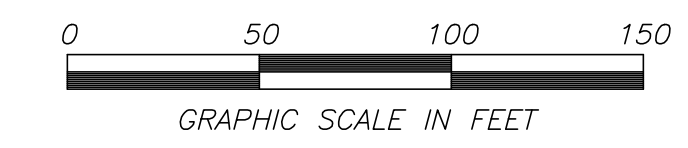
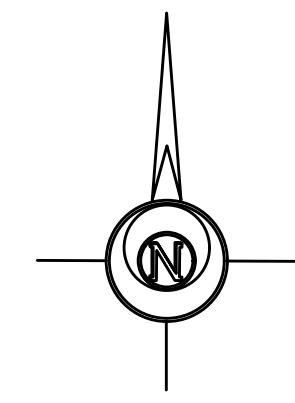
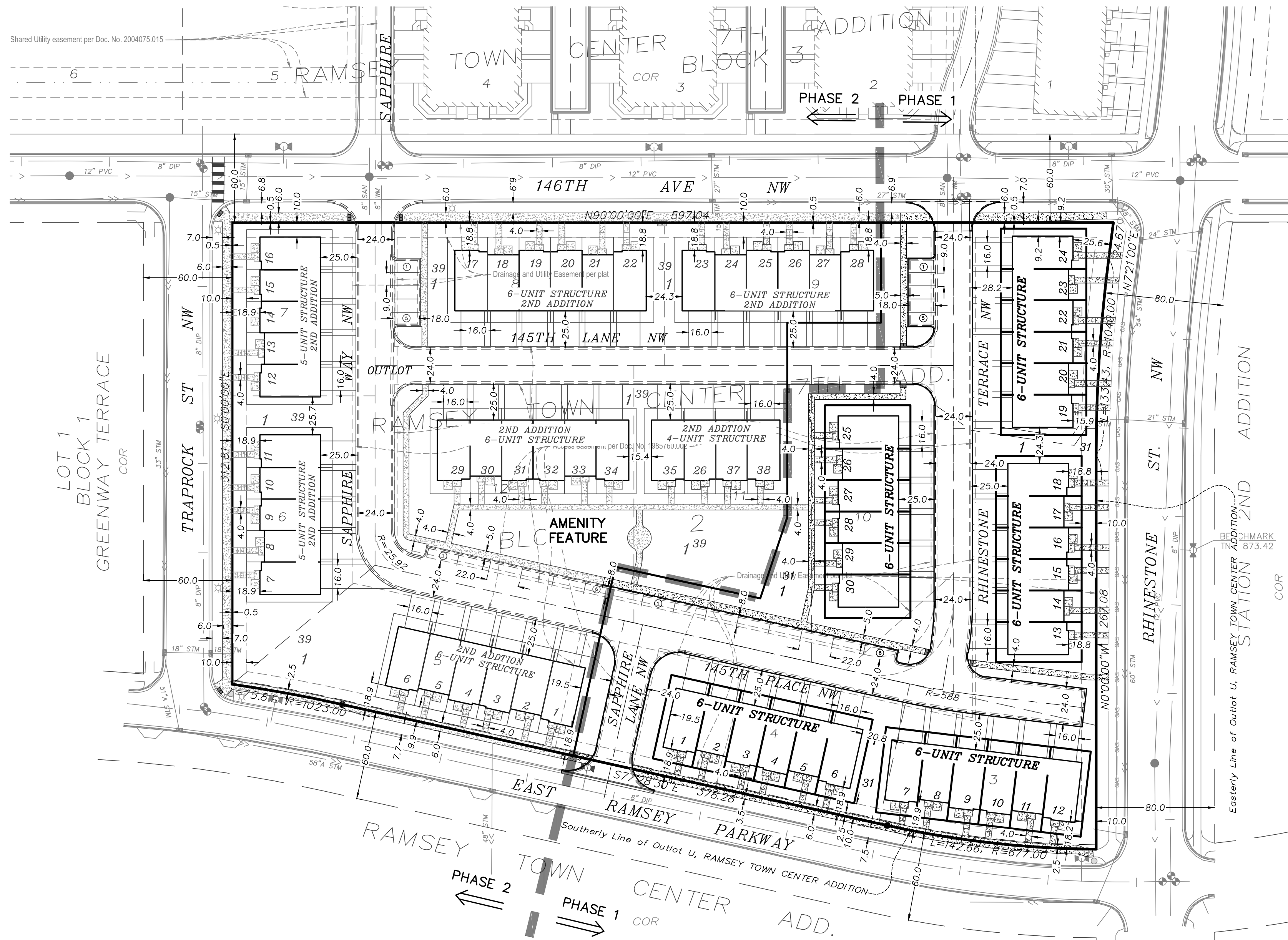


 DENOTES EASEMENT TO BE VACATED

DESCRIPTION OF EASEMENT TO BE VACATED
Vacate all drainage and utility easements lying within Block 2 of RAMSEY TOWN CENTER 7TH ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, which were dedicated in said plat of RAMSEY TOWN CENTER 7TH ADDITION.



**Meyer-Rohlin
LAND SERVICES**
708 1ST AVENUE NE, #1
BUFFALO, MN 55313
PH. 763.682.1781 WWW.MEYERROHLIN.COM



LEGEND:

- 908 — Existing Contours
- >> Existing Storm Sewer
- x 908.2 Existing Spot Elevation
- << Existing Storm Sewer
- < Existing Sanitary Sewer
- W — Existing Watermain Sewer
- T — Existing Underground Telephone
- E — Existing Underground Electric
- ~ Existing Tree Line
- - - Existing Easement Line
- - - Existing R/w Line
- - - Existing Boundary Line
- Existing Catch Basin
- Existing Manhole
- Existing Hydrant
- Existing Flared End Section
- Proposed Curb And Gutter Standard
- Proposed Curb And Gutter Tip-out
- Proposed Concrete Valley Gutter
- Proposed Concrete Light Duty Sidewalk
- Propose Lot Line
- Proposed Project Phase Line

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
 LANDFORM
 105 SOUTH FIFTH AVE. S
 MINNEAPOLIS, MN 55401

DATED: 08/09/2021

BENCHMARK: EAST SIDE RHINESTONE STREET NW 2ND
 HYDRANT SOUTH OF COUNTY ROAD #116
 ELEVATION=873.42

EXISTING LEGAL DESCRIPTION

LOTS 1-12, BLOCK 2,
 RAMSEY TOWN CENTER 7TH ADDITION
 ANOKA COUNTY, MINNESOTA.

EXISTING ZONING

COR, THE COR

SITE DATA

TOTAL AREA = 219,440 SF = 5.04 AC
 EXISTING TOTAL IMPERVIOUS AREA: 0.00%
 PROPOSED NEW IMPERVIOUS AREA: 140,316 SF (3.22 AC)
 PERCENT NEW IMPERVIOUS AREA: 63.9%
 (140,316 SF / 219,440 SF)
 PERCENT TOTAL IMPERVIOUS AREA: 63.9%
 (140,316 SF / 219,440 SF)

NOTE:

- EXISTING DRAINAGE AND UTILITY EASEMENTS PER EXISTING PLAT TO BE VACATED.
- PROPOSED LOT 31, BLOCK 1 (PHASE 1), AND LOT 39, BLOCK 1 (PHASE 2) ARE TO BE DRAINAGE AND UTILITY EASEMENT OVER ENTIRE LOT.

MINIMUM LOT REQUIREMENTS

LOT DEPTH 58 FT
 LOT WIDTH 20 FT

BUILD TO REQUIREMENT

BUILDINGS MUST BE WITHIN 20' OF RIGHT OF WAY

DRIVEWAYS

MINIMUM LENGTH 25 FT
 MAX. WIDTH 20 FT

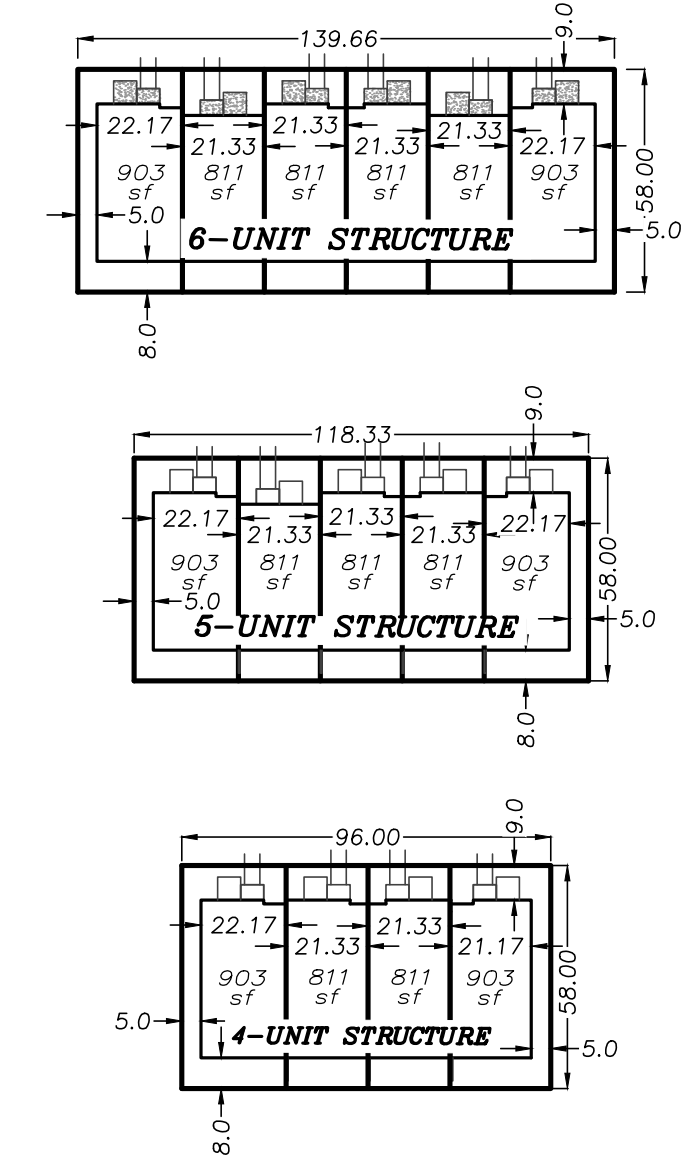
PROPOSED DENSITY

68 UNITS / 5.04 AC = 13.5 UNITS/AC

PROPOSED PHASE SCHEDULE

PHASE 1:	YEARS:
UNITS 1-30 (30 UNITS)	2024-2025
PHASE 2:	YEARS:
UNITS 1-38 (38 UNITS)	2025-2026

TYPICAL LOT DIMENSION LAYOUT



INDEX OF CIVIL SITE DRAWINGS:

- C0 PROJECT LOCATION PLAN
- C1 PRELIMINARY PLAT
- C2 GRADING & DRAINAGE PLAN
- C3 SANITARY & WATER UTILITY PLAN
- C4 STORM SEWER UTILITY PLAN
- C5 SWPPP
- C6 EXISTING CONDITIONS & REMOVAL PLAN
- C7.1-7.2 PROFILES
- C8.1-C8.3 DETAILS

OWNER/DEVELOPER:
COR AT RAMSEY LLC
 PO Box 302
 Excelsior, MN 55331

Jason Palmby
 612-220-6641
 jason@palmby.com

PARKSIDE TOWNHOMES
 Development Project

145th Lane NE
 Ramsey, Minnesota 55303

PRELIMINARY PLAT

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.

Date: 08/11/24 Reg. No. 24348

PREPARED BY: **CIVIL ENGINEERING SITE DESIGN**
 116 East Broadway St.
 Monticello, Mn 55362
 Phone: 763-314-0929
 www.civilesa.com

REVISIONS	DATE	BY	DESCRIPTION
02/10/23 CITY COMMENTS	02/10/23	SD	
5/13/24 REUSE BUILDING PER OWNER	5/13/24	SD	
22/05/24 REUSE PHASE LINE	05/22/24	SD	
08/11/24 CITY COMMENTS	08/11/24	SD	

DATE	01/16/23
DRAWN BY	SD
DESIGNED BY	SD
CHECKED BY	SD

FILE NO. 00866

C1
 Preliminary Plat

PARKSIDE TOWNHOMES

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

DRAFT COPY FOR CITY REVIEW - REVISED 08/20/2024

KNOW ALL PERSONS BY THESE PRESENTS: That COR at Ramsey, LLC, a Minnesota limited liability company, owner of the following described property:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 2, RAMSEY TOWN CENTER 7TH ADDITION, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as **PARKSIDE TOWNHOMES** and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

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

COR at Ramsey, LLC

(Signature)

(Name Printed)

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20____ by said _____ of COR at Ramsey, LLC, a Minnesota limited liability company.

(Signature)

(Name Printed)

Notary Public, _____ County, Minnesota
My Commission Expires _____

I, Abram A. Niemela 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____.

Abram A. Niemela, Licensed Land Surveyor
Minnesota License No. 48664

STATE OF MINNESOTA
COUNTY OF WRIGHT

This instrument was acknowledged before me this ____ day of _____, 20____ by Abram A. Niemela.

(Signature)

(Name Printed)

Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, City of Ramsey, Minnesota

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

CITY COUNCIL, City of Ramsey, Minnesota

Mayor

Clerk

COUNTY SURVEYOR

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

By:

David M. Ziegler
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

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

Property Tax Administrator

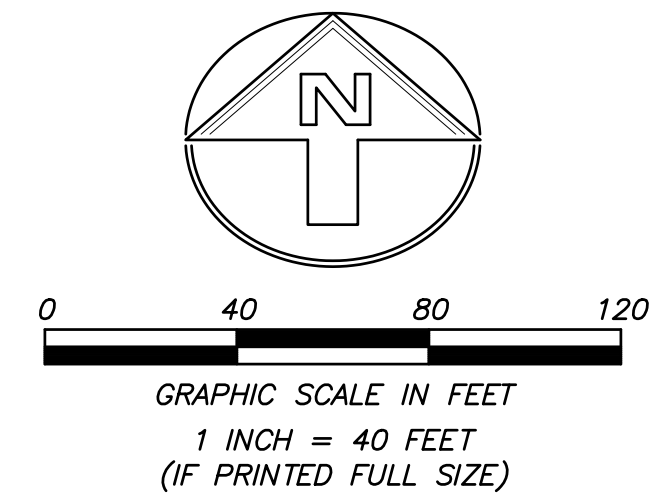
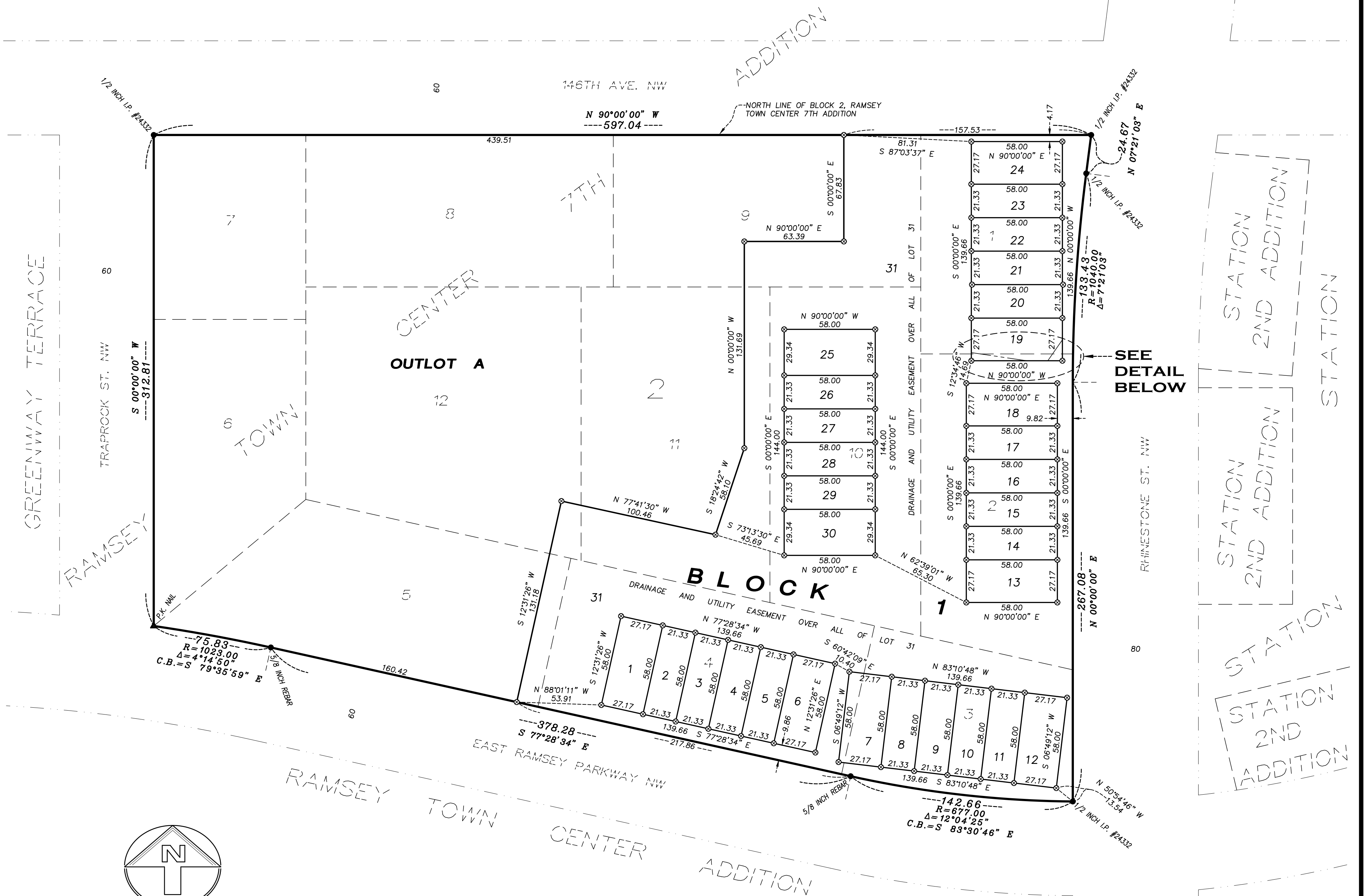
By: _____, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES

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

County Recorder/Registrar of Titles

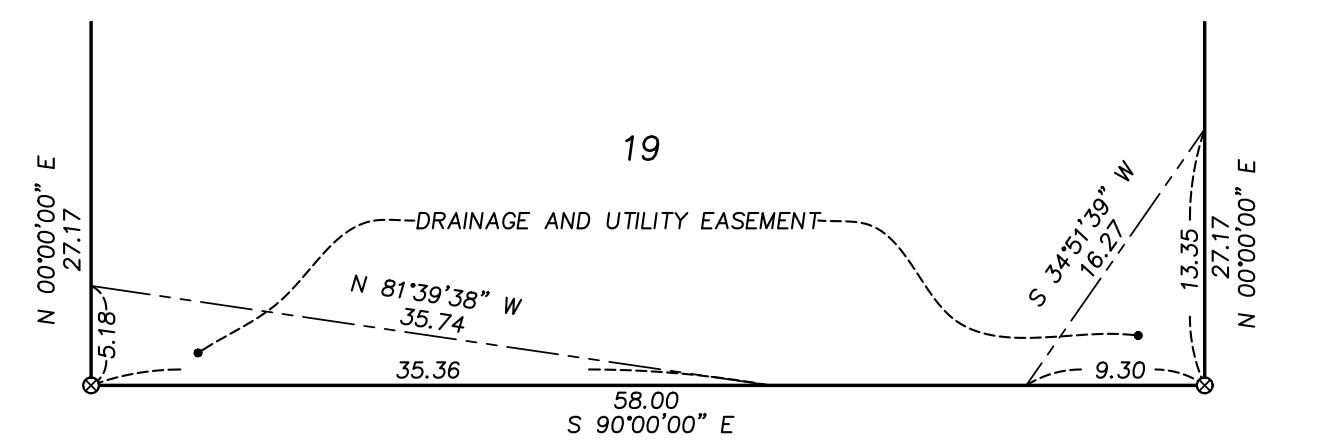
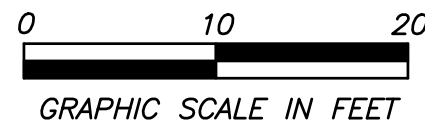
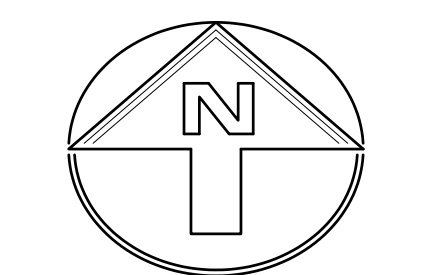
By: _____, Deputy



- DENOTES IRON MONUMENT FOUND
- ▲ DENOTES P.K. NAIL FOUND
- ⊙ DENOTES 1/2 INCH IRON PIPE, MARKED BY LICENSE NO. 48664, TO BE SET WITHIN 1 YEAR OF RECORDING OF THIS PLAT

BEARING ORIENTATION:
THE NORTH LINE OF BLOCK 2, RAMSEY TOWN CENTER 7TH ADDITION IS ASSUMED TO BEAR N 90°00'00" W.

DETAIL



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

RESOLUTION #24-230

RESOLUTION APPROVING A VACATION OF ALL EXISTING DRAINAGE AND UTILITY EASEMENTS ON THE PROPERTY LOCATED BETWEEN RHINESTONE STREET, EAST RAMSEY PARKWAY, TRAPROCK STREET, AND 146TH AVENUE

RECITALS

WHEREAS, COR at Ramsey, LLC (the “Applicant”) has requested a vacation of all existing, platted drainage and utility easements on the property located between Rhinestone Street, East Ramsey Parkway, Traprock Street, and 146th Avenue and legally described as:

Lots 1-12, Block 2 Ramsey Town Center 7th Addition

(the “Subject Property”); and

WHEREAS, a public hearing, pursuant to Section 106-260 (Easement Vacation) of the Ramsey City Code and Section 12.6 of the City Charter, was held on September 10, 2024, and that said public hearing was properly advertised and that the minutes of said public hearing are available; and

WHEREAS, Comcast and Centerpoint Energy have informed the City of Ramsey that they have no objection to the proposed easement vacation; and

WHEREAS, the Ramsey Engineering Department has reviewed the request and has no objection to the partial easement vacation.

WHEREAS, the Applicant will rededicate new drainage and utility easements where needed and required on the Subject Property with the recording of the Final Plat for Parkside Townhomes.

FINDINGS OF FACT

1. That the easement vacation will not violate the intent and purpose of the Comprehensive Plan.
2. That the easement vacation is necessary to accommodate a building expansion on the Subject Property.

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

- 1) That the Ramsey City Council hereby approves vacating all existing drainage and utility easements within the Subject Property as shown on Exhibit 1.

- 2) That said easement vacation is contingent upon recording of the Final Plat for Parkside Townhomes, which will dedicate new drainage and utility easements as required and where needed.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

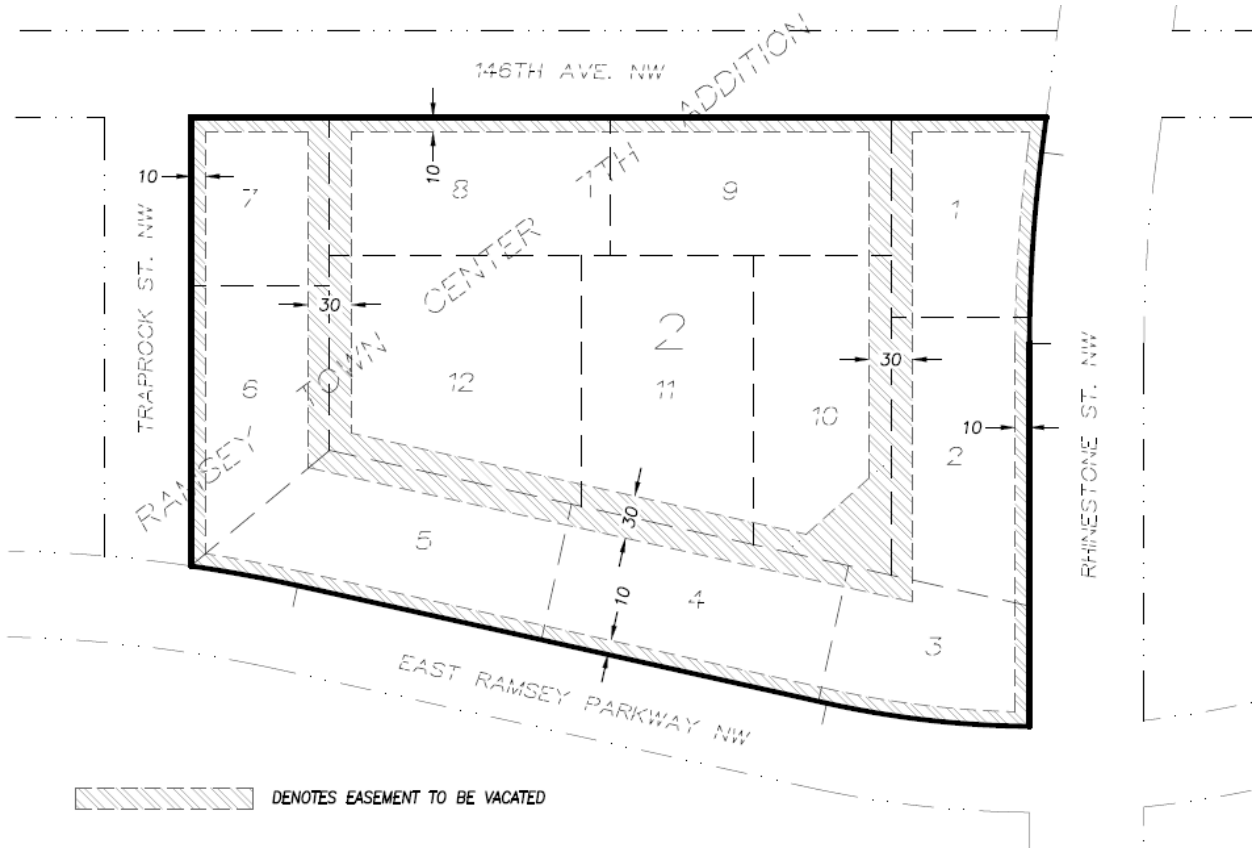
Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of September, 2024.

Mayor

ATTEST:

City Clerk

Exhibit 1



CC Regular Session New**Meeting Date:** 09/10/2024**Primary Strategic Plan Initiative:** Promote economic growth and development.**Title:**

Adopt Resolution #24-229 Granting Approval of the Preliminary Plat, Final Plat, Development Agreement, and a Sidewalk Easement Agreement for Parkside Townhomes in The COR (Project No. 24-117); Case of COR at Ramsey, LLC

Purpose/Background:

The City has received an application from COR at Ramsey LLC (the "Applicant") for review of a proposed Preliminary Plat and Final Plat on the property generally located west of Rhinestone Street, east of Traprock Street, south of 146th Avenue, and north of East Ramsey Parkway (the "Subject Property").

The Applicant is proposing a total of sixty-eight (68) attached townhome units, which will be built in two (2) phases. The first phase includes thirty (30) units and the second phase will include the remaining thirty-eight (38) units. Ultimately, there will be a third phase of this project, which would be on the north side of 146th Avenue (east of Center Street), but that is not included in this request.

City Council may recall this project, as the Preliminary Plat was previously reviewed and approved by City Council in March of 2023. However, by the time the Applicant was ready to apply for Final Plat consideration, the Preliminary Plat approval had expired (preliminary plat approval is only valid for twelve [12] months). Therefore, the Applicant had to reapply for Preliminary Plat consideration. The Preliminary Plat essentially mirrors what had previously been approved, except for the number of units to be constructed within each phase and the elimination of the center median on Sapphire Lane. Since this project had previously received City Council approval of the Preliminary Plat, Staff agreed to allow the Applicant to apply for both Preliminary and Final Plat concurrently.

Notification:

Staff attempted to notify property owners within 700 feet of the Subject Property, as reflected in the Anoka County Property Records, of the request for Preliminary Plat review by the Planning Commission on August 22, 2024. A proposed development sign was placed on the Subject Property and a notice was also published in the Anoka County Union Herald Newspaper. No additional notice is required for this meeting.

Time Frame/Observations/Alternatives:**General Project Overview**

The Subject Property was originally platted as Ramsey Town Center 7th Addition. However, due to the great recession of the mid- to late-2000s, much of it was never actually built. The proposed Preliminary Plat layout is very similar to the existing parcel boundaries, with just minor adjustments. The proposed Final Plat is consistent with the Preliminary Plat.

The Applicant is proposing a total of twelve (12) buildings, consisting of a mix of 4-, 5-, and 6-unit buildings. The Subject Property is located in the COR-4b subdistrict, which allows up to fifteen (15) units per acre. The Preliminary Plat has a density of approximately 13.5 units per acre. All units will be served by municipal sanitary sewer and water.

The Final Plat includes thirty (30) units, spread across five (5) buildings on the eastern half of the Subject Property.

Streets/Access/Sidewalks

Access will be from 146th Avenue on the north and Ramsey Parkway on the south, both of which are existing public roads. All proposed interior roads will be private. There is an existing sidewalk along Rhinestone Street. The Applicant will be responsible for constructing a six (6) foot wide sidewalk along the other three (3) public roads, as well as providing a six (6) foot wide boulevard. There will also be sidewalks internal to the Subject Property, which will be privately maintained. A portion of the public sidewalk along East Ramsey Parkway will encroach into the Subject Property slightly, which will require a Sidewalk Easement Agreement (attached to this case).

Landscaping

The project includes both boulevard plantings (along all four public streets) and internal site plantings as well. Additionally, each building will have foundation plantings with a mix of shrubs, perennials, and ornamental grasses. The Environmental Policy Board reviewed the Landscape Plan at their August 19, 2024, meeting and recommended approval. The Landscape Plan does meet the standards of the Design Framework.

Architecture

The building elevations and color rendering include stone on both the front and sides of each building (the rear of all units are internal to the site, facing private roads), which was previously recommended by the Planning Commission. Furthermore, the look of the buildings has been updated to be more of a mix between contemporary and traditional styles. Finally, they do include a thirty-six (36) square foot front patio area directly abutting the covered entryway for each unit.

Easement Vacation

The original Town Center 7th Addition plat dedicated drainage and utility easements across the Subject Property. Since the existing property boundaries are being shifted slightly to accommodate the proposed buildings, Staff recommended vacating all existing drainage and utility easements, conditioned upon recording of a Final Plat, which would rededicate drainage and utility easements where needed and required. Notice has been sent to all utility companies operating in the city. A Public Hearing for the easement vacation was scheduled for consideration as a separate case tonight as well.

Alternatives

Alternative 1: Approve the Preliminary Plat, Final Plat, Development Agreement, and Sidewalk Easement Agreement, contingent upon compliance with Staff's review comments. Staff supports this alternative.

Alternative 2: Approve the Preliminary Plat, Final Plat, Development Agreement, and Sidewalk Easement Agreement, with modifications, which would be based on discussion and supporting findings of fact.

Alternative 3: Do not approve the Preliminary Plat, Final Plat, Development Agreement, and/or the Sidewalk Easement Agreement, based on supporting findings of fact. Staff does not support this alternative.

Funding Source:

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

Recommendation:

The Planning Commission recommends approval of the Preliminary Plat, and Staff recommends approval of the Final Plat, Development Agreement, and Sidewalk Easement Agreement, contingent upon compliance with Staff's review comments (Alternative 1).

Outcome/Action:

Motion to adopt Resolution #24-229 granting approval of the Preliminary Plat, Final Plat, Development Agreement, and Sidewalk Easement Agreement for Parkside Townhomes.

Attachments

Site Location Map

Site Plan and Overall Layout

Preliminary Plat

Color Rendering

Building Elevations

Lower Level Floor Plan

Final Plat

Draft Planning Commission Meeting Minutes Dated August 22, 2024

Sidewalk Easement Agreement

Development Agreement

Resolution #24-229: Preliminary Plat, Final Plat, Development Agreement, and Sidewalk Easement Agreement

Form Review

Inbox

Brian Hagen

Form Started By: Chris Anderson

Final Approval Date: 09/04/2024

Reviewed By

Brian Hagen

Date

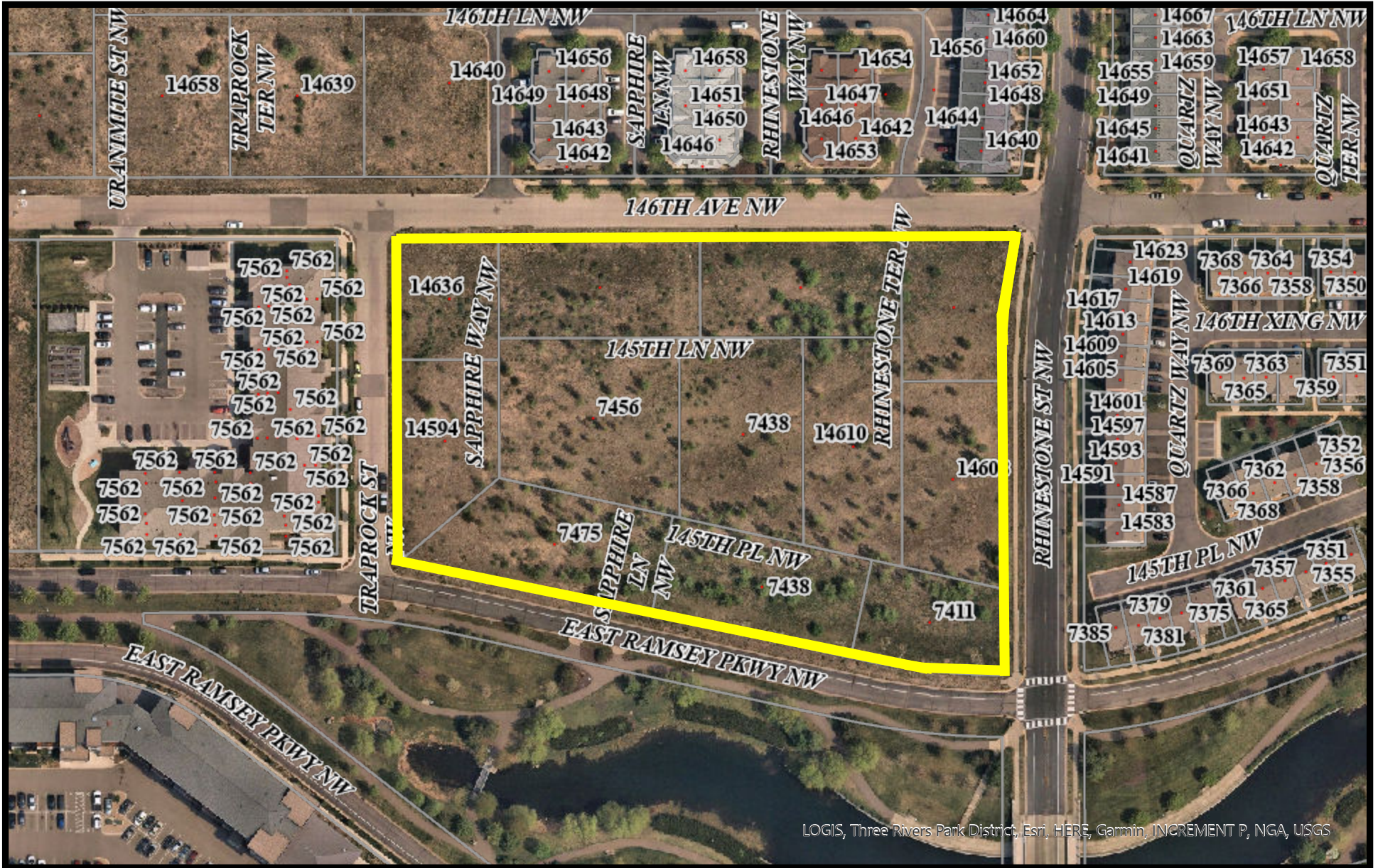
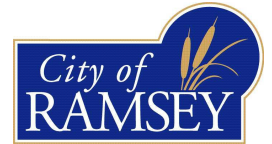
09/04/2024 11:12 AM

Started On: 08/23/2024 08:20 AM

TRAPROCK ST, EAST RAMSEY PKWY
NW, RHINESTONE ST NW, and 146TH
AVE NW

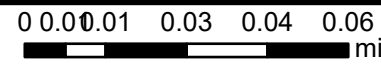
PARKSIDE TOWNHOMES

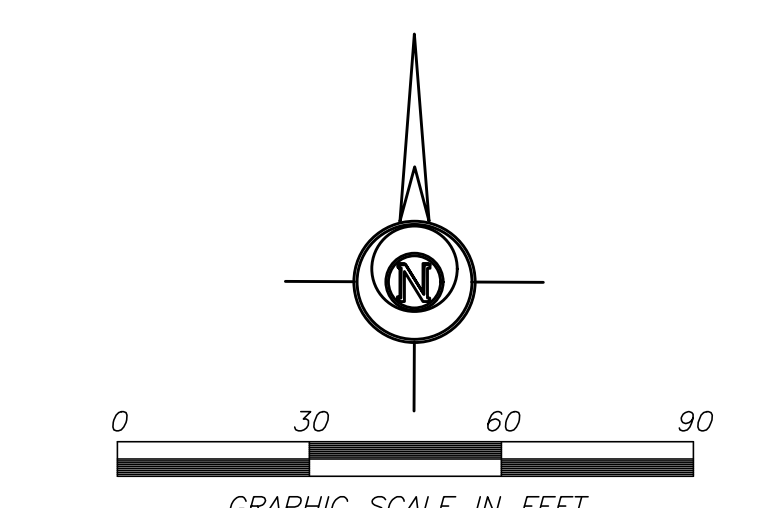
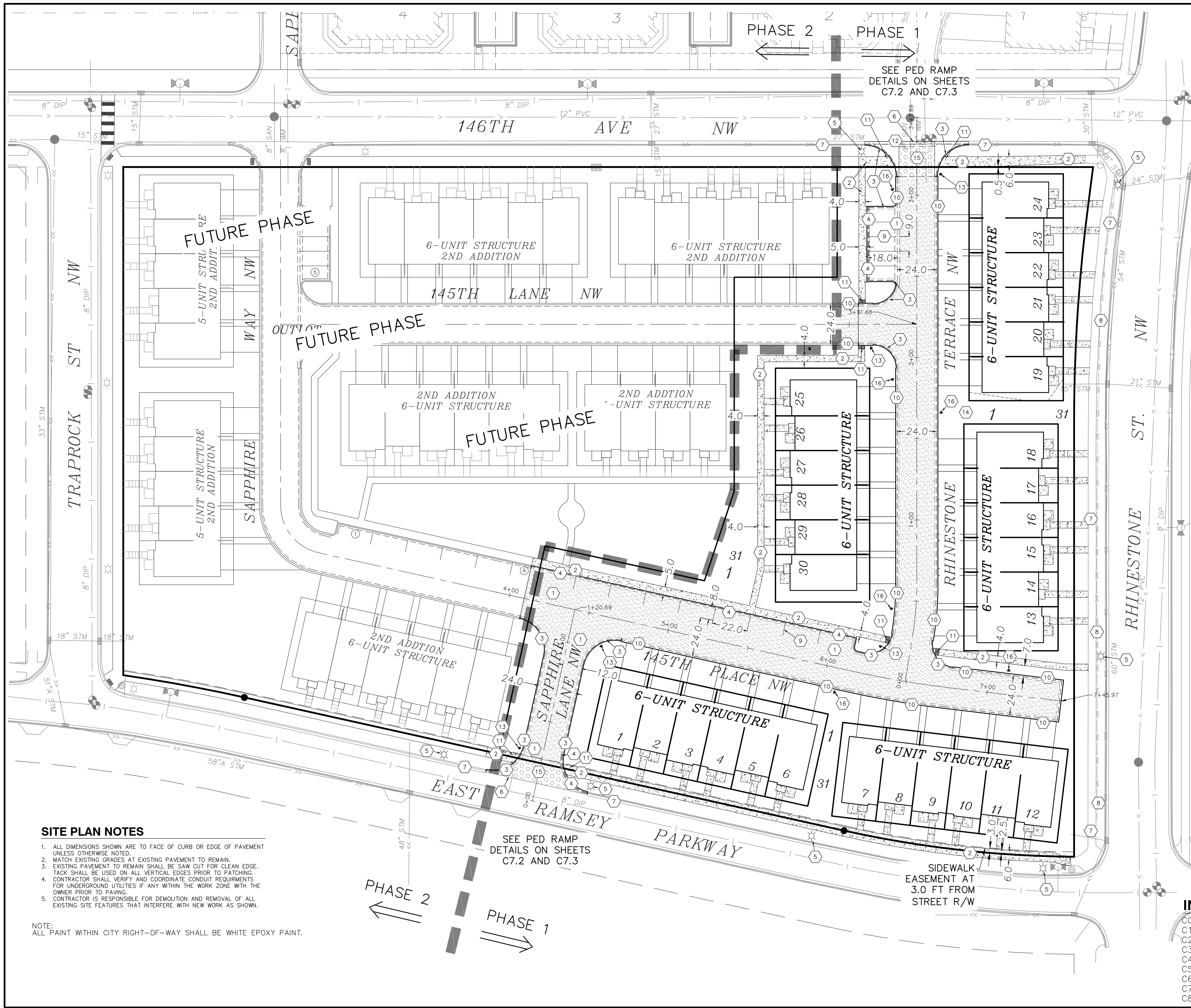
Preliminary Plat



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

Print Date: July 19, 2024





LEGEND:

- 908 — Existing Contours
- - - Existing Storm Sewer
- x 908.2 Existing Spot Elevation
- - - Existing Storm Sewer
- - - Existing Sanitary Sewer
- - - Existing Watermain Sewer
- - - Existing Underground Telephone
- - - Existing Underground Electric
- - - Existing Tree Line
- - - Existing R/W Line
- - - Existing Boundary Line
- Existing Catch Basin
- Existing Manhole
- ▲ Existing Hydrant
- ▽ Existing Flared end Section
- - - PROPOSED CURB AND GUTTER STANDARD
- - - PROPOSED CURB AND GUTTER TIP-OUT
- ▨ PROPOSED CONCRETE LIGHT DUTY
- ▩ PROPOSED CONCRETE HEAVY DUTY
- ▧ PROPOSED BITUMINOUS
- ☼ PROPOSED STREET LIGHT LOCATIONS

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
 LANDFORM
 105 SOUTH FIFTH AVE.
 MINNEAPOLIS, MN 55401

BENCHMARK: Top Nut Hydrant, East side Rhinestone Street NW, 2nd Hydrant South of County Road 116 = 873.42

KEY NOTES:

- 1 3 FT CONCRETE VALLEY GUTTER (SEE DETAIL)
- 2 CONCRETE PAVEMENT LIGHT DUTY; 4,500 PSI MIX; SEE SECTION ON DETAIL SHEET
- 3 B612 (6") CONCRETE CURB & GUTTER MIX 3F32 FOR MACHINE PLACEMENT (MnDOT 2461) MIX 3F52 FOR MANUAL PLACEMENT (MnDOT 2461)
- 4 B612 (6") CONCRETE OUTFLOW CURB & GUTTER (TIP-OUT FLOWLINE) MIX 3F32 FOR MACHINE PLACEMENT (MnDOT 2461) MIX 3F52 FOR MANUAL PLACEMENT (MnDOT 2461)
- 5 STREET LIGHT PER CITY REQUIREMENTS; SEE PLAN SHEET C8.1
- 6 SAWCUT AND REMOVE EXISTING BITUMINOUS FOR CLEAN EDGE (REPLACE BITUMINOUS IN-KIND)
- 7 EXISTING CURB, SIDEWALK & PAVEMENT TO REMAIN
- 8 EXISTING UTILITIES TO REMAIN IN PLACE. CONTRACTOR TO PROTECT
- 9 PAINT 4" SOLID STRIPE - WHITE LATEX PAINT
- 10 D412 MODIFY (3") CONCRETE CURB & GUTTER MIX 3F32 FOR MACHINE PLACEMENT (MnDOT 2461) MIX 3F52 FOR MANUAL PLACEMENT (MnDOT 2461)
- 11 PED RAMP TO COMPLY WITH AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS. REFERENCE MNDOT STANDARD PLAN 5-297.250 INCLUDING CONTRASTING DETECTABLE WARNING DEVICES. DEPRESS BACK OF CURB AT RAMP. CONTRACTOR TO RESTORE SIDEWALK TO MATCH EXISTING PAVEMENT SECTION.
- 12 CROSS GUTTER (SEE DETAIL)
- 13 STOP SIGN AND STREET NAME SIGN PER CITY REQUIREMENTS; SEE PLAN SHEET 8.1
- 14 LANDSCAPE IRRIGATION SERVICE AND CONTROL LOCATION
- 15 HEAVY DUTY CONCRETE
- 16 NO PARKING SIGN PER CITY REQUIREMENTS; SEE PLAN SHEET C8.1

INDEX OF CIVIL SITE DRAWINGS:

- C0 PROJECT LOCATION PLAN
- C1.1-1.2 OVERALL LAYOUT, NOTES, SERVICE DATA
- C2.1-2.2 SANITARY AND WATER UTILITY PLANS
- C3.1-3.2 STORM SEWER AND STREET PLANS
- C4.1 GRADING AND DRAINAGE PLAN
- C5.1 STORM WATER POLLUTION PREVENTION PLAN
- C6.1 EXISTING CONDITIONS AND REMOVAL PLAN
- C7.1-C7.4 DETAILS
- C8.1 LIGHTING AND SIGN PLAN

SITE PLAN NOTES

1. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
2. MATCH EXISTING GRADES AT EXISTING PAVEMENT TO REMAIN.
3. EXISTING PAVEMENT TO REMAIN SHALL BE SAW CUT FOR CLEAN EDGE. TACK SHALL BE USED ON ALL VERTICAL EDGES PRIOR TO PATCHING.
4. CONTRACTOR SHALL VERIFY AND COORDINATE CONDUIT REQUIREMENTS FOR UNDERGROUND UTILITIES IF ANY WITHIN THE WORK ZONE WITH THE OWNER PRIOR TO PAVING.
5. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION AND REMOVAL OF ALL EXISTING SITE FEATURES THAT INTERFERE WITH NEW WORK AS SHOWN.

NOTE:
 ALL PAINT WITHIN CITY RIGHT-OF-WAY SHALL BE WHITE EPOXY PAINT.

OWNER:
COR AT RAMSEY LLC
 PO Box 302
 Excelsior, MN 55331
 Jason Palmby
 612-220-6641
 jason@palmby.com

PARKSIDE TOWNHOMES (PHASE 1) DEVELOPMENT PROJECT
 145th Lane NE
 Ramsey, Minnesota 55903
OVERALL LAYOUT & SITE PLAN

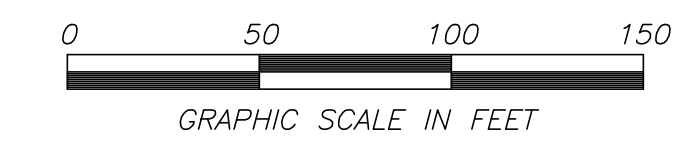
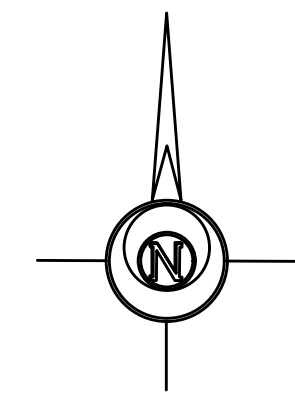
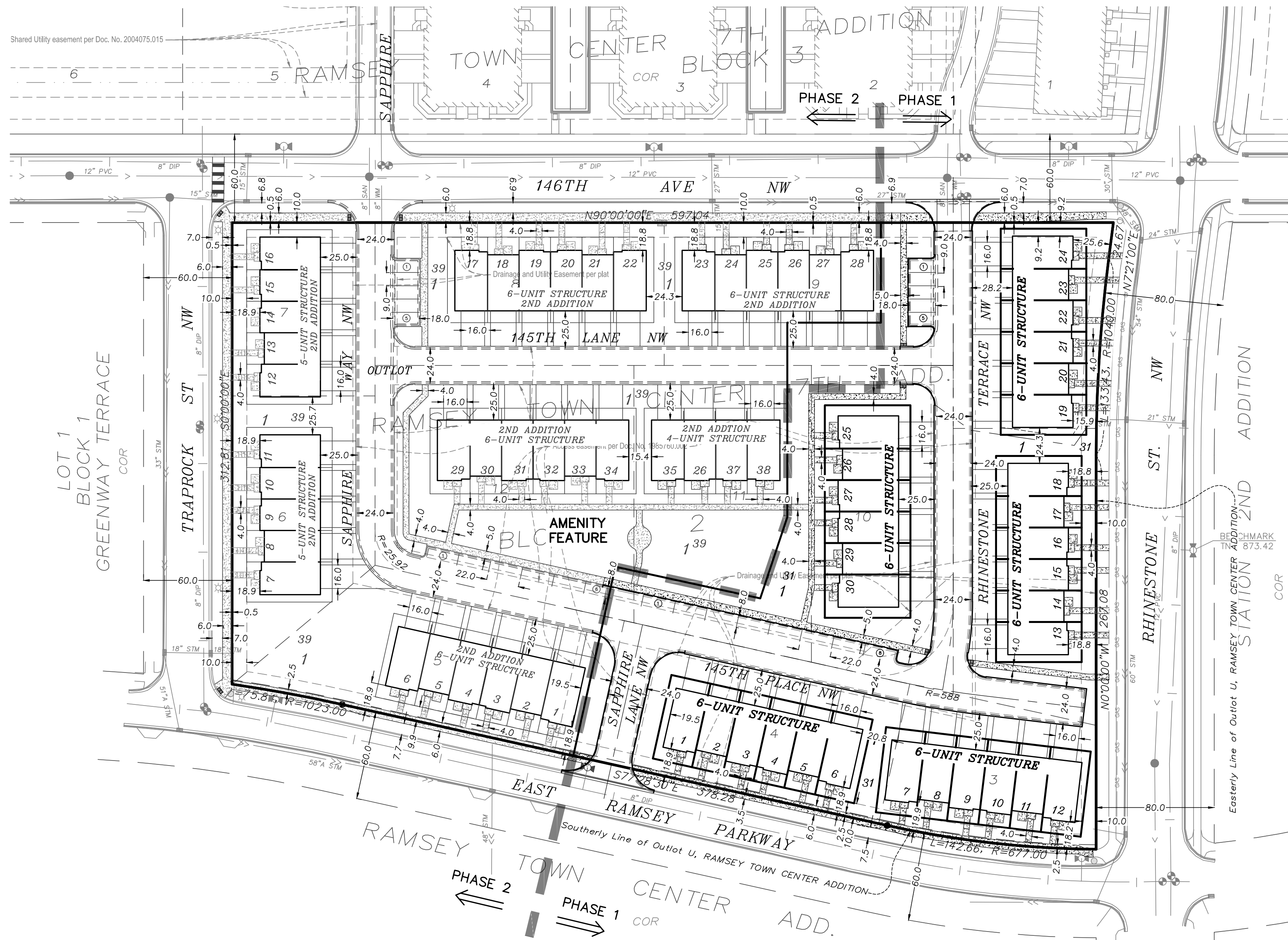
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 Date: 08/11/24 Reg. No. 24348
 PREPARED BY: CIVIL ENGINEERING SITE DESIGN
 116 East Broadway St.
 Monticello, Mn 55362
 Phone: 763-314-0929
 www.civilse.com

REVISIONS	DATE	BY	DESCRIPTION
04/20/23	04/20/23	SD	CITY COMMENTS
04/27/23	04/27/23	SD	ADD LIGHTING AND SIGN PLAN C8.1
06/13/24	06/13/24	SD	REVISED BUILDING PER OWNER
07/15/24	07/15/24	SD	REVISED PHASE LINE
08/11/24	08/11/24	SD	CITY COMMENTS

DATE	04/06/23
DRAWN BY	SD
DESIGNED BY	SD
CHECKED BY	SD

FILE NO. 00866

C1.1
 Overall Layout & Site Plan



LEGEND:

- 908 — Existing Contours
- >> Existing Storm Sewer
- x 908.2 Existing Spot Elevation
- << Existing Storm Sewer
- < Existing Sanitary Sewer
- W — Existing Watermain Sewer
- T — Existing Underground Telephone
- E — Existing Underground Electric
- ~ Existing Tree Line
- - - Existing Easement Line
- - - Existing R/w Line
- - - Existing Boundary Line
- Existing Catch Basin
- Existing Manhole
- Existing Hydrant
- Existing Flared End Section
- Proposed Curb And Gutter Standard
- Proposed Curb And Gutter Tip-out
- Proposed Concrete Valley Gutter
- Proposed Concrete Light Duty Sidewalk
- Propose Lot Line
- Proposed Project Phase Line

SURVEY DATA

SURVEY INFORMATION PROVIDED BY:
 LANDFORM
 105 SOUTH FIFTH AVE. S
 MINNEAPOLIS, MN 55401

DATED: 08/09/2021

BENCHMARK: EAST SIDE RHINESTONE STREET NW 2ND
 HYDRANT SOUTH OF COUNTY ROAD #116
 ELEVATION=873.42

EXISTING LEGAL DESCRIPTION

LOTS 1-12, BLOCK 2,
 RAMSEY TOWN CENTER 7TH ADDITION
 ANOKA COUNTY, MINNESOTA.

EXISTING ZONING

COR, THE COR

SITE DATA

TOTAL AREA = 219,440 SF = 5.04 AC
 EXISTING TOTAL IMPERVIOUS AREA: 0.00%
 PROPOSED NEW IMPERVIOUS AREA: 140,316 SF (3.22 AC)
 PERCENT NEW IMPERVIOUS AREA: 63.9%
 (140,316 SF / 219,440 SF)
 PERCENT TOTAL IMPERVIOUS AREA: 63.9%
 (140,316 SF / 219,440 SF)

NOTE:

- EXISTING DRAINAGE AND UTILITY EASEMENTS PER EXISTING PLAT TO BE VACATED.
- PROPOSED LOT 31, BLOCK 1 (PHASE 1), AND LOT 39, BLOCK 1 (PHASE 2) ARE TO BE DRAINAGE AND UTILITY EASEMENT OVER ENTIRE LOT.

MINIMUM LOT REQUIREMENTS

LOT DEPTH 58 FT
 LOT WIDTH 20 FT

BUILD TO REQUIREMENT

BUILDINGS MUST BE WITHIN 20' OF RIGHT OF WAY

DRIVEWAYS

MINIMUM LENGTH 25 FT
 MAX. WIDTH 20 FT

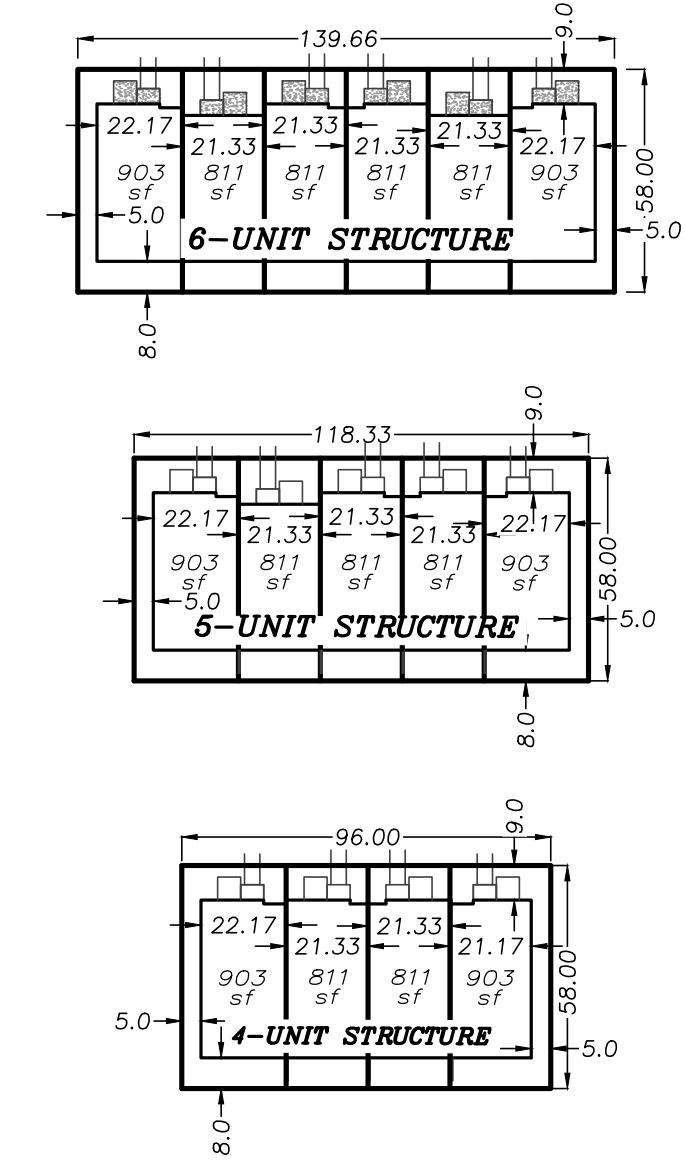
PROPOSED DENSITY

68 UNITS / 5.04 AC = 13.5 UNITS/AC

PROPOSED PHASE SCHEDULE

PHASE 1:	YEARS:
UNITS 1-30 (30 UNITS)	2024-2025
PHASE 2:	YEARS:
UNITS 1-38 (38 UNITS)	2025-2026

TYPICAL LOT DIMENSION LAYOUT



INDEX OF CIVIL SITE DRAWINGS:

- C0 PROJECT LOCATION PLAN
- C1 PRELIMINARY PLAT
- C2 GRADING & DRAINAGE PLAN
- C3 SANITARY & WATER UTILITY PLAN
- C4 STORM SEWER UTILITY PLAN
- C5 SWPPP
- C6 EXISTING CONDITIONS & REMOVAL PLAN
- C7.1-7.2 PROFILES
- C8.1-C8.3 DETAILS

OWNER/DEVELOPER:
COR AT RAMSEY LLC
 PO Box 302
 Excelsior, MN 55331

Jason Palmby
 612-220-6641
 jason@palmby.com

PARKSIDE TOWNHOMES
 Development Project

145th Lane NE
 Ramsey, Minnesota 55303

PRELIMINARY PLAT

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.

Date: 08/11/24 Reg. No. 24348

PREPARED BY: **CIVIL ENGINEERING SITE DESIGN**
 116 East Broadway St.
 Monticello, Mn 55362
 Phone: 763-314-0929
 www.civilesa.com

REVISIONS	DATE	BY	DESCRIPTION
02/10/23 CITY COMMENTS	02/10/23	SD	
5/13/24 REUSE BUILDING PER OWNER	5/13/24	SD	
22/05/24 REUSE PHASE LINE	05/22/24	SD	
08/11/24 CITY COMMENTS	08/11/24	SD	

DATE	01/16/23
DRAWN BY	SD
DESIGNED BY	SD
CHECKED BY	SD

FILE NO. 00866

C1
 Preliminary Plat



Plan Name:

City Collection Townhomes

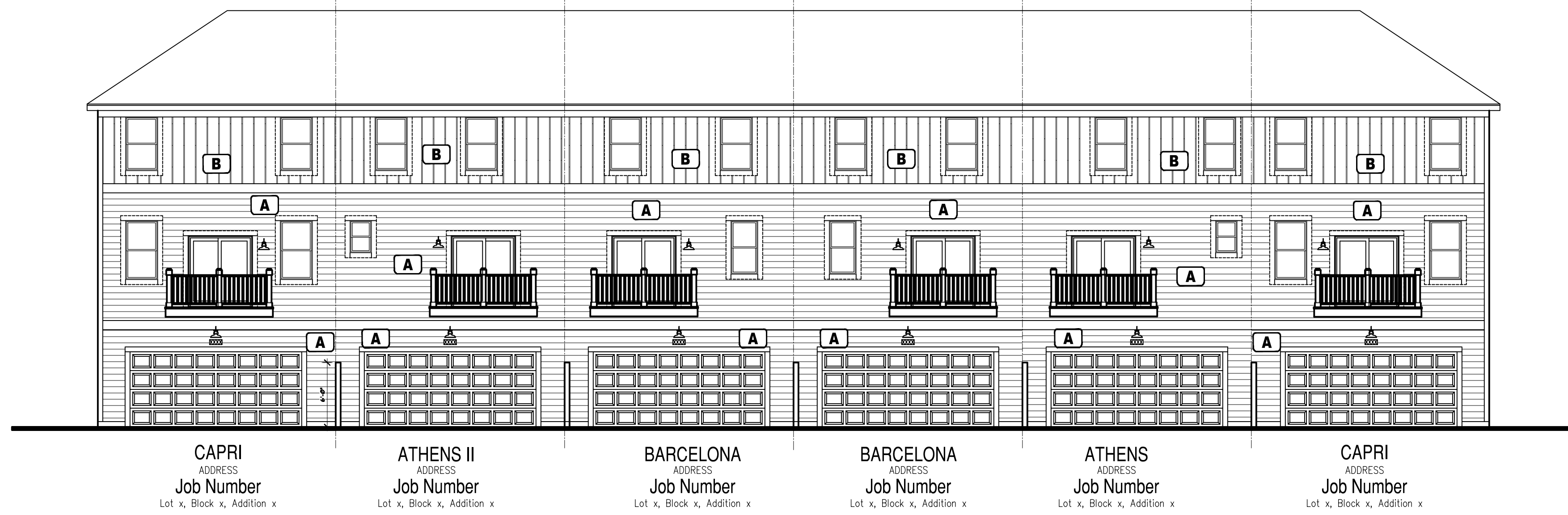
Sheet Title:

City of Ramsey

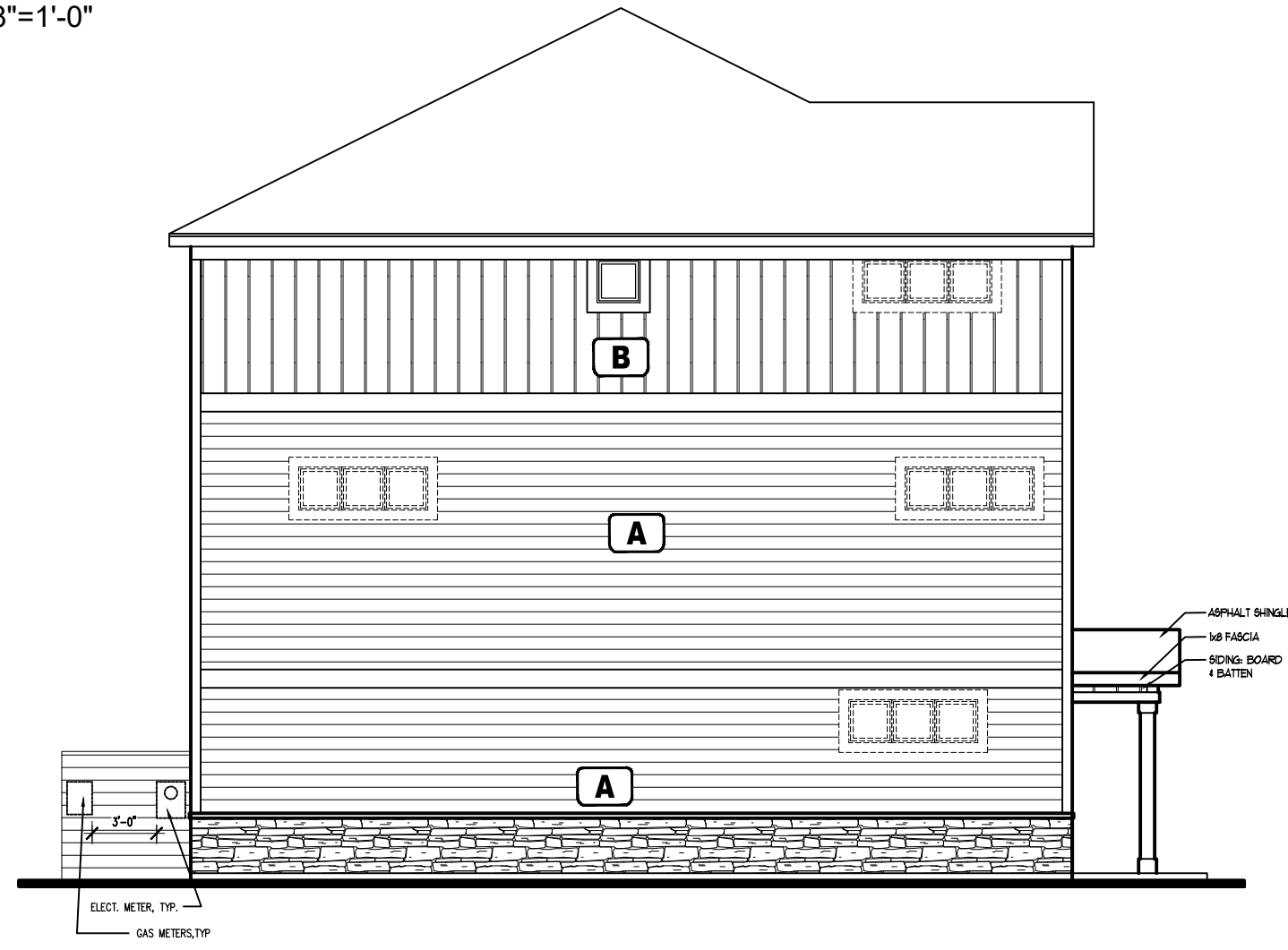


M/I HOMES

Buyer understands cabinet elevation renderings are for illustration purpose only. Buyer acknowledges that actual selections and details regarding styles and colors of cabinets, hardware, crown molding, appliances, countertops, sinks, faucets, flooring, backsplashes, lighting, and mirrors will be governed by buyers Selection Sheets



4 Rear Elevation
1/8"=1'-0"



3 Left Elevation - Opt. Stone Loc. B
1/8"=1'-0"



2 Right Elevation - Opt Stone Loc. B
1/8"=1'-0"



1 Front Elevation - Opt. Stone Loc. A
1/8"=1'-0"

Revisions / Custom Options	Date	By

M/I HOMES
5354 Parkdale Dr. #100
St. Louis Park, MN 55416
763.586.7200
minneapolispermits@MIHOMES.com

Community:	COMMUNITY
Address:	STREET ADDRESS
City:	CITY, MN
Elevation:	A
Client:	CUSTOMER

Sheet Title: **Exterior Elevations**

Model: **City Collection**

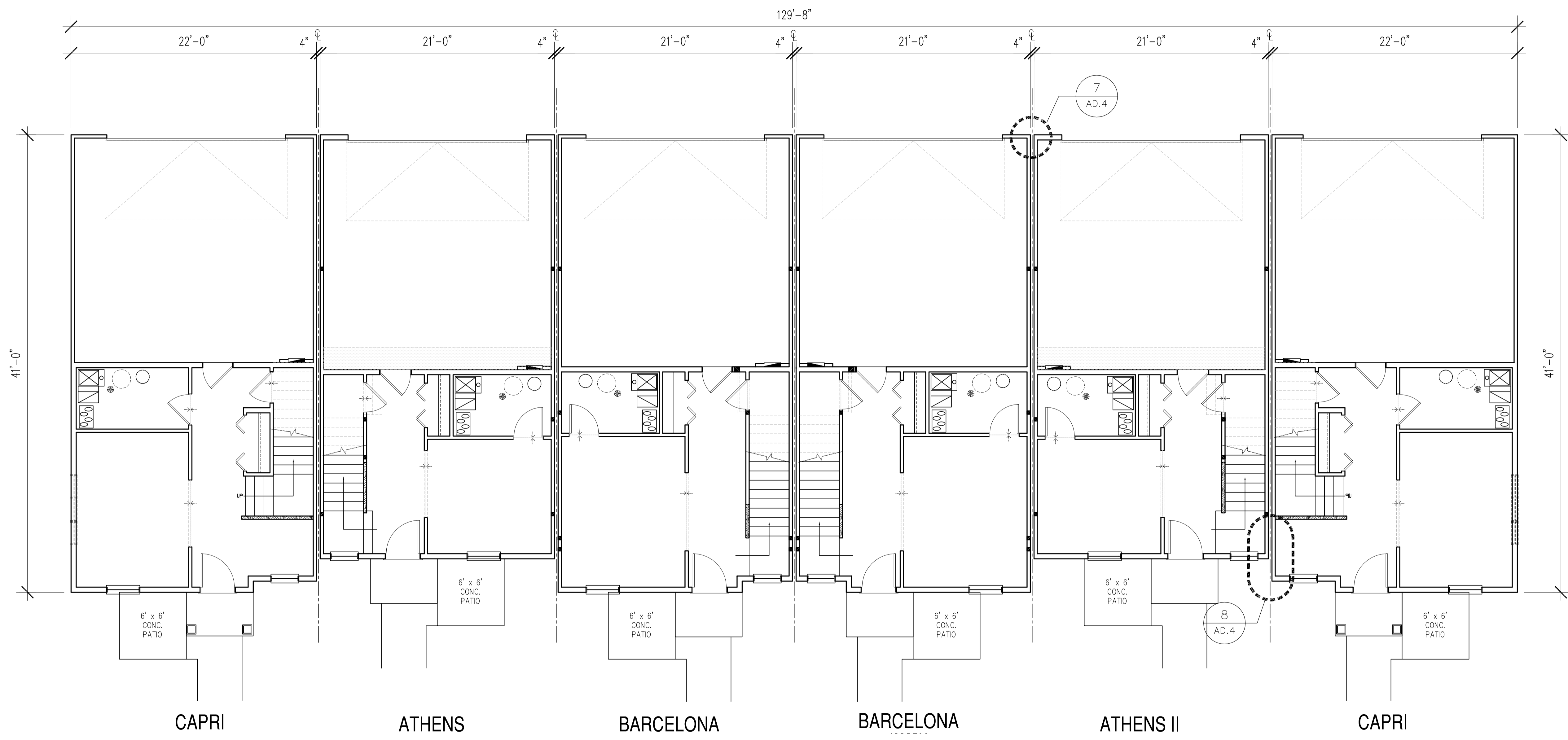
Drawn By: PFG

Date: 05/17/2022

Job #: BUILDING --

Drawing No. **AAS1**

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1 Lower Level Assembly Plan
3/16"=1'-0"

Lower Level Assembly Plans Model: City Collection Drawn By: PFG Date: 05/17/2022 Job #: BUILDING -- Drawing No. AA7		Community: COMMUNITY Address: STREET ADDRESS City: CITY, MN Elevation: A	Client: CUSTOMER Lot: -- Block: --	M/I HOMES 5354 Parkdale Dr. #100 St. Louis Park, MN 55416 763.586.7200 minneapolispermits@MIHOMES.com	Revisions / Custom Options <table border="1"> <tr> <th>Date</th> <th>By</th> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Date	By			Final Approval <table border="1"> <tr> <td> </td> <td>Date</td> </tr> <tr> <td>X</td> <td> </td> </tr> <tr> <td>X</td> <td> </td> </tr> </table>		Date	X		X	
Date	By															
	Date															
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PARKSIDE TOWNHOMES

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

DRAFT COPY FOR CITY REVIEW - REVISED 08/20/2024

KNOW ALL PERSONS BY THESE PRESENTS: That COR at Ramsey, LLC, a Minnesota limited liability company, owner of the following described property:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block 2, RAMSEY TOWN CENTER 7TH ADDITION, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as **PARKSIDE TOWNHOMES** and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

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

COR at Ramsey, LLC

(Signature)

(Name Printed)

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20____ by said _____ of COR at Ramsey, LLC, a Minnesota limited liability company.

(Signature)

(Name Printed)

Notary Public, _____ County, Minnesota
My Commission Expires _____

I, Abram A. Niemela 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____.

Abram A. Niemela, Licensed Land Surveyor
Minnesota License No. 48664

STATE OF MINNESOTA
COUNTY OF WRIGHT

This instrument was acknowledged before me this ____ day of _____, 20____ by Abram A. Niemela.

(Signature)

(Name Printed)

Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, City of Ramsey, Minnesota

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

CITY COUNCIL, City of Ramsey, Minnesota

Mayor

Clerk

COUNTY SURVEYOR

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

By:

David M. Ziegler
Anoka County Surveyor

COUNTY AUDITOR/TREASURER

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

Property Tax Administrator

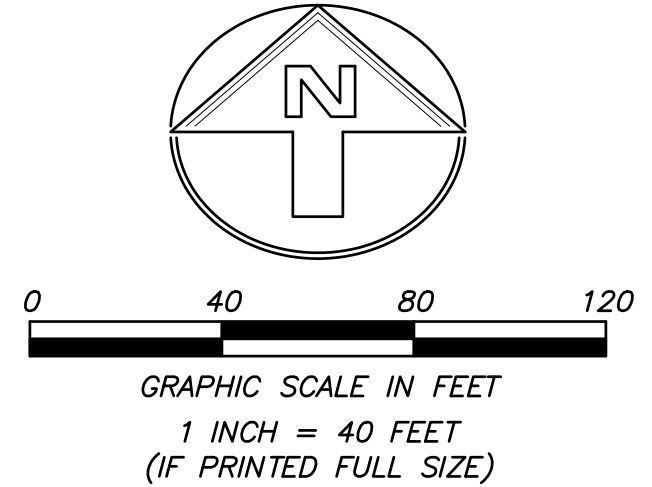
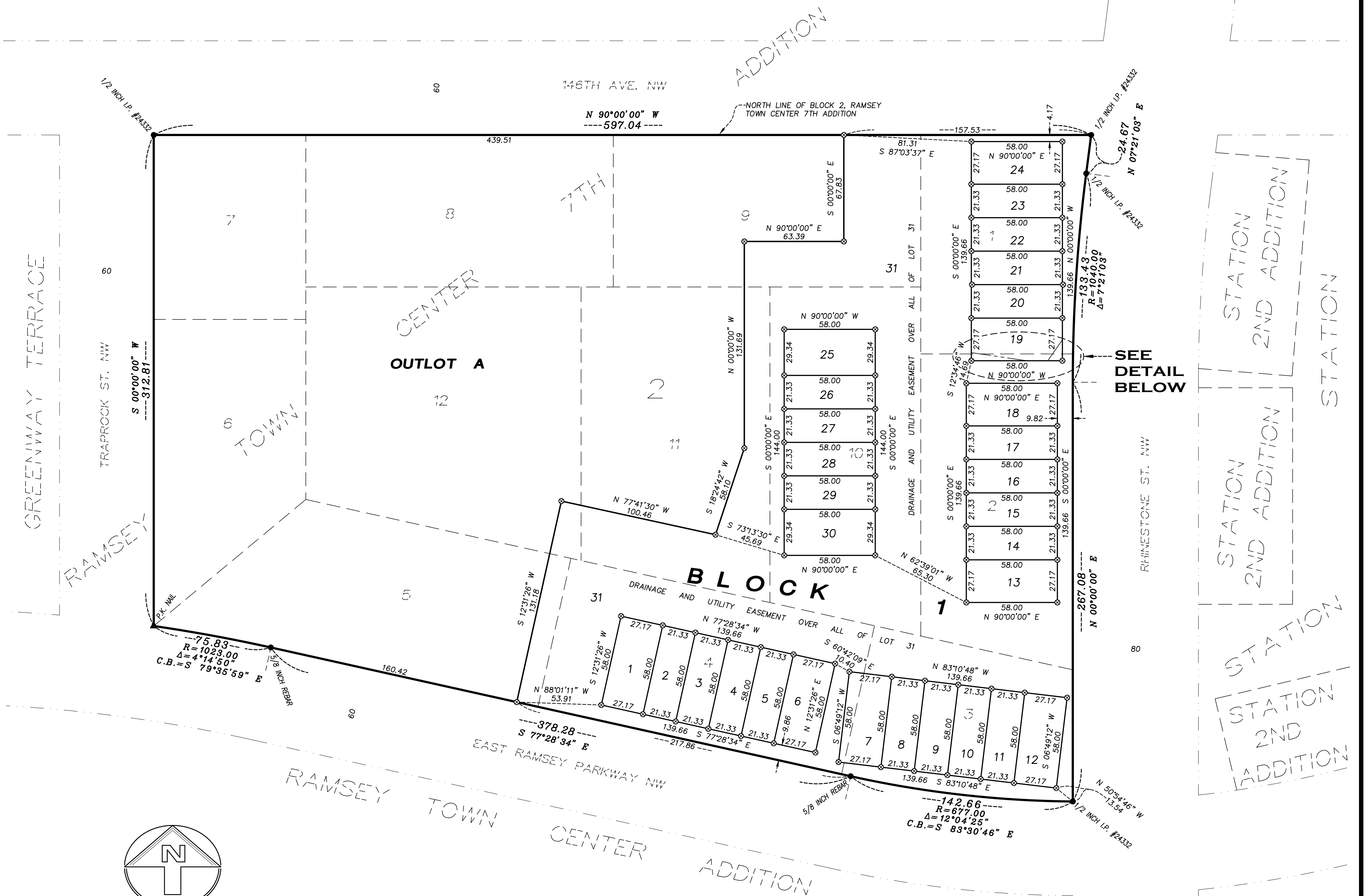
By: _____, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES

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

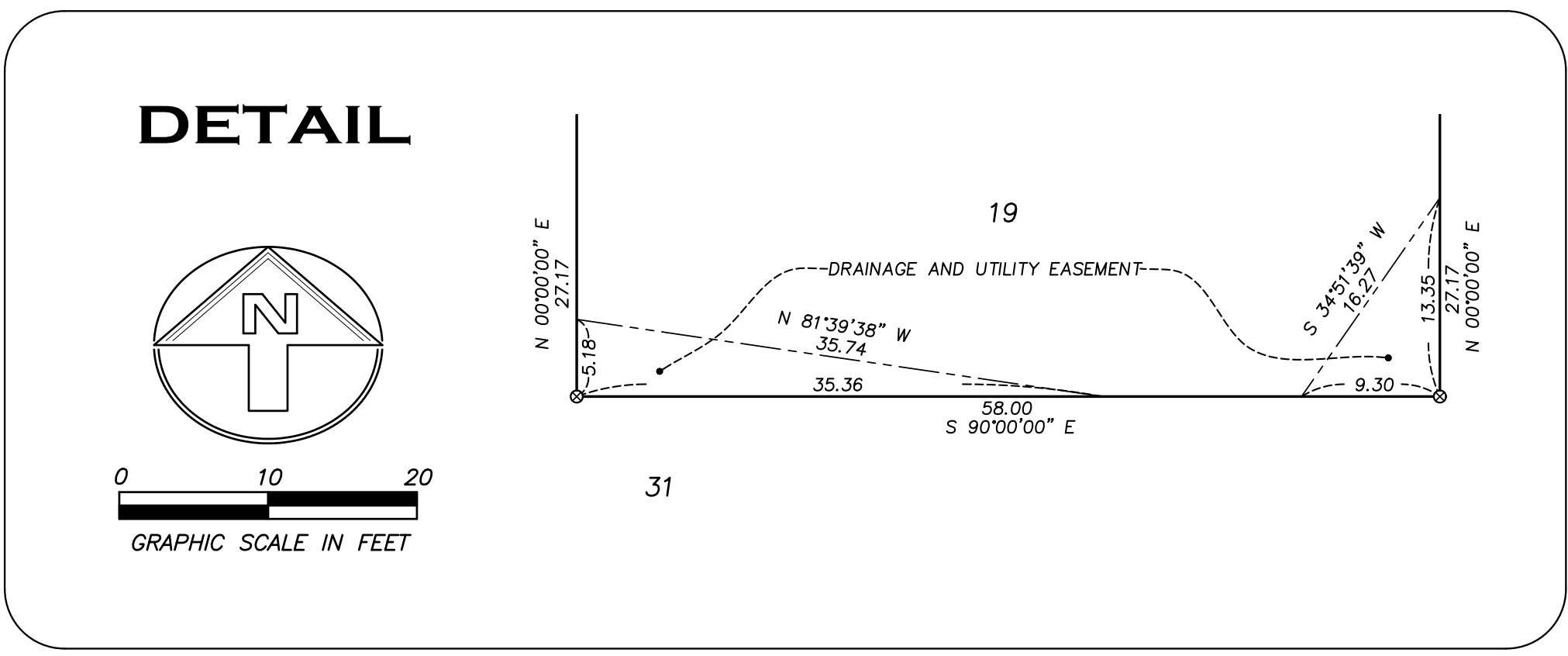
County Recorder/Registrar of Titles

By: _____, Deputy



- DENOTES IRON MONUMENT FOUND
- ▲ DENOTES P.K. NAIL FOUND
- ⊙ DENOTES 1/2 INCH IRON PIPE, MARKED BY LICENSE NO. 48664, TO BE SET WITHIN 1 YEAR OF RECORDING OF THIS PLAT

BEARING ORIENTATION:
THE NORTH LINE OF BLOCK 2, RAMSEY TOWN CENTER 7TH ADDITION IS ASSUMED TO BEAR N 90°00'00" W.



6.02: Public Hearing: Consider Preliminary Plat for Parkside Townhomes (Project No. 24-117) in The COR; Case of COR at Ramsey, LLC

Public Hearing

Chairperson Gengler called the public hearing to order at 7:10 p.m.

Presentation

Senior Planner Anderson presented the staff report stating that staff recommends approval of the Preliminary Plat, contingent upon compliance with staff's review comments.

Commissioner Bauer asked why there is a 12-month expiration on preliminary plats.

Planning Manager Larson replied that length of time could be adjusted, but the purpose is to ensure that an approved plat does not sit for years as times and regulations could change then prior to construction. He stated that there are allowances for time extensions and some applicants do request that extension of time.

Senior Planner Anderson replied that final plats are valid for two years.

Commissioner Bauer stated that he would think more time would be allowed between preliminary and final plat as the applicant would still need to come back for final plat and therefore if conditions change, that could be addressed at that time.

Planning Manager Larson noted the element of public engagement and notice, as if plans sit for too long, people will forget about it.

Senior Planner Anderson noted that the notification requirement is only triggered for preliminary plat, not final plat.

Commissioner Bauer asked for details on the comments from staff and the different departments and asked for an update on the progress on those items.

Senior Planner Anderson replied that almost all the comments have been addressed noting that only some minor comments are left to address that would not impact the layout or design of the plans.

Citizen Input

Jason Palmby, applicant, stated that one of the primary issues for the delay was the market conditions and projected cost. He stated that many things have changed since then and they are moving forward to the Council with both the preliminary and final plat requests.

Chairperson Gengler noted the reduction of ten units and asked for details.

Senior Planner Anderson commented that the overall number of units did not change, but the split between phases did change and therefore the first phase has ten less units.

Daryl Snow, 14642 Sapphire Street NW, asked the developer to provide details on anticipated street closures. He stated that since moving here about one year ago they have found that there are no playgrounds for children with the exception of crossing Bunker and asked if there have been any mentions of a playground.

Senior Planner Anderson replied that Waterfront Park is in the design phases currently, although he was unsure of the anticipated timeline. He stated that there is another park west of PACT Charter School, but was unsure if there was playground equipment in that park. He stated that the intent would be for Waterfront Park to serve The COR without having to cross Bunker.

Mr. Palmby stated that their property is basically an island and therefore the staging and construction will be self-contained within that area.

Diana Gadba, 14583 Rhinestone Street NW, stated that she has called the City and Police several times because of vehicles running the stop sign multiples times per day at Rhinestone and Ramsey Parkway. She was concerned that the additional vehicles would increase the chance of an accident. She commented on the large number of people that walk dogs in the area and do not clean up after themselves and had concern that would also increase.

Senior Planner Anderson stated that all applications are routed through the Development Review Committee, which has representation from all departments, and no concerns were raised related to traffic or safety.

Naomi Golnitz, 7379 East Ramsey Parkway, echoed the comment of the last speaker related to people running the stop signs. She asked where the construction workers would be parking for this project. She also echoed the comments of people not picking up after their dogs.

Chairperson Gengler asked if the construction workers would be parking within the limits of the site.

Mr. Palmby confirmed that they could find a way to make that work.

Ms. Gadba asked how the additional homes would impact the sound and quality from the music in the park events.

Commissioner Hunt asked the anticipated length of construction.

Emily Becker, M/I Homes, replied that would be market driven.

Commissioner Van Scoy asked if there is any thought for off-site parking available for the construction crew.

Senior Planner Anderson replied that only a portion of the block would be final platted and therefore the western half of the block would be readily available for the workers to utilize. He stated that the area is also surrounded by public roads that have on-street parking available.

Commissioner Van Scoy noted the comments related to traffic compliance and asked the response of the City.

Senior Planner Anderson replied that if there are issues of that nature, the residents should continue to call the Police. He stated that staff will also share the comments with public safety and perhaps patrols or temporary signage could be used to curb that behavior.

Commissioner Bauer commented that there are safety issues that were brought forward but that is not a design flaw but an issue of compliance. He noted that issue is not unique to that neighborhood as he experiences that in his neighborhood as well. He stated that is more of an issue of enforcement.

Commissioner Hunt asked if there would be a traffic volume that would trigger a roundabout type of improvement.

Senior Planner Anderson replied that he would not think a local road would meet the thresholds for that type of improvement.

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

A roll call vote was performed:

Commissioner Hunt	aye
Commissioner Van Scoy	aye
Commissioner Bauer	aye
Commissioner Peters	aye
Commissioner Heineman	aye
Chairperson Gengler	aye

Motion Carried.

Chairperson Gengler closed the public hearing at 7:36 p.m.

Commission Business

Motion by Commissioner Hunt, seconded by Commissioner Van Scoy, to recommend that City Council approve the Preliminary Plat, contingent upon compliance with staff's review comments.

A roll call vote was performed:

Commissioner Heineman	aye
Commissioner Peters	aye

Commissioner Bauer	aye
Commissioner Van Scoy	aye
Commissioner Hunt	aye
Chairperson Gengler	aye

Motion Carried.

DRAFT

SIDEWALK EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Agreement”) is made this _____ day of _____, 2024, by and between COR at Ramsey, LLC, a Minnesota limited partnership (the “Grantor”) and the City of Ramsey, Minnesota (the “Grantee”).

Recitals

A. Grantor is the fee owner of certain real estate (the "Property") in Anoka County, Minnesota, described as follows:

Lots 3-5, Block 2, Ramsey Town Center, Anoka County, Minnesota

-or upon recording of the Parkside Townhomes plat-

Lot 31, Block 1 and Outlot A, Parkside Townhomes, Anoka County, Minnesota

B. Grantee has requested a permanent easement over a portion the Property legally described and depicted on the attached Exhibit A (the “Easement Area”) for a non-exclusive, perpetual easement for pedestrian purposes in connection with the public sidewalk that parallels East Ramsey Parkway (the “Sidewalk”), part of which is located in the Easement Area, and Grantor has agreed to grant such easement to Grantee in accordance with the terms and conditions stated herein.

Grant of Easement

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Easement. Grantor hereby grants, bargains, and conveys to Grantee for the benefit of the public, a perpetual, non-exclusive, appurtenant easement for sidewalk purposes by pedestrians over and across the Easement Area (the “Easement”).

2. Exclusivity and Restrictions. In accordance with the terms of this Agreement, Grantor may continue to use the Easement Area for any purpose which does not unreasonably interfere with the public’s use of the Easement Area for sidewalk purposes. Grantor shall not grant any rights to the

Easement Area to any other party during the term of this Easement which would interfere with or jeopardize the use of the Easement Area. The Easement is subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of record related to the Easement Area and all applicable laws, regulations, ordinances and rules.

3. Easement to Run with Land. The Easement created herein shall run with the land and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns.

4. Amendment; Modification; Termination. This Agreement may not be modified, restated, amended, or changed in any way without the prior written consent of the Grantor and Grantee.

5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute a single agreement, any one of which bearing signatures of all parties shall be deemed an original.

[The remainder of this page has been left intentionally blank]

IN WITNESS WHEREOF, the parties have executed Agreement as of the date first above written.

GRANTOR:

COR at Ramsey, LLC,
a Minnesota limited liability company

By : _____
Jason Palmby
Its Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a notary public, personally appeared Jason Palmby, the Chief Manager of COR at Ramsey, LLC, a Minnesota limited liability company, named in the foregoing instrument and acknowledged said instrument on behalf of the limited liability company.

Notary Public

GRANTEE:

CITY OF RAMSEY, MINNESOTA

By: _____
Name: Mark E. Kuzma
Its: Mayor

By: _____
Name: Brian Hagen
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2024, before me, a notary public, personally appeared Mark E. Kuzma and Brian Hagen, the Mayor and City Administrator, respectively, of the City of Ramsey, Minnesota, named in the foregoing instrument and acknowledged said instrument on behalf of the city.

Notary Public

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

This document reviewed by:
HKB Law, P.A.
413 Wacouta Street, Suite 550
St. Paul, MN 55101

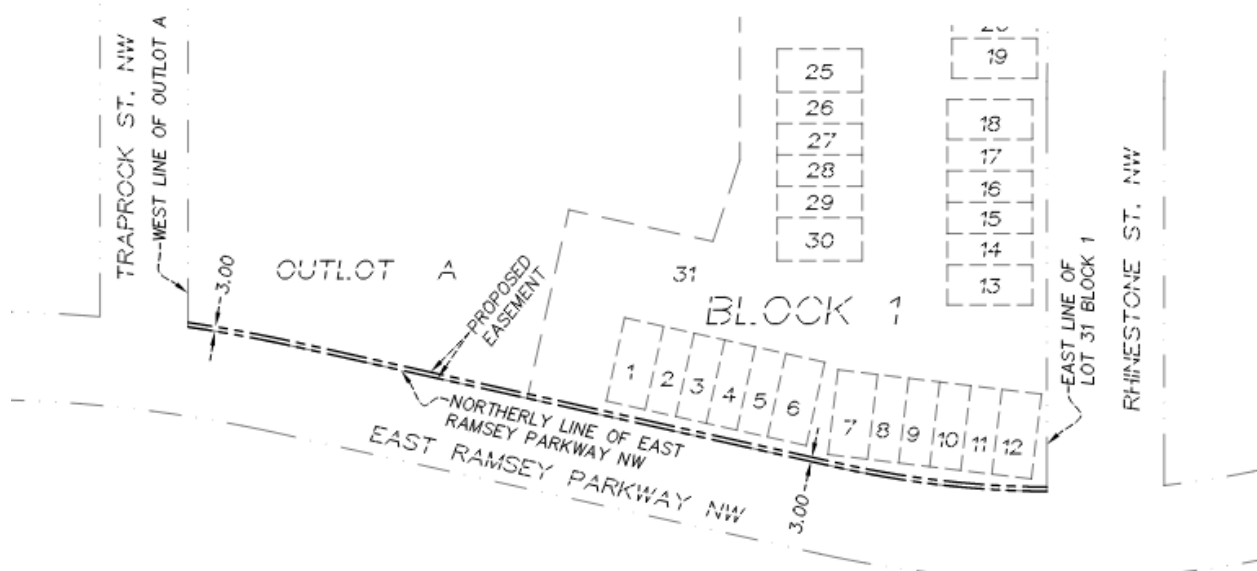
EXHIBIT A

DESCRIPTION AND DEPICTION OF EASEMENT AREA

Legal Description

A 3.00 foot wide easement over part of Lot 31, Block 1 and Outlot A, Parkside Townhomes, according to the recorded plat thereof, Anoka County, Minnesota. Said 3.00 foot wide easement lies parallel with, adjoining, and northerly of the northerly line of East Ramsey Parkway NW, lying between Traprock Street NW and Rhinestone Street NW. The northerly line of said easement shall be lengthened or shortened to terminate at the west line of said Outlot A and the east line of said Lot 31, Block 1.

Depiction of Easement



**CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR PARKSIDE TOWNHOMES**

This Agreement (hereinafter the “Agreement”) is dated as of this [Click or tap here to enter text.](#) day of [Click or tap here to enter text.](#), [Click or tap here to enter text.](#) and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”) and COR at Ramsey, LLC, a Limited Liability Company (Domestic) 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 PARKSIDE TOWNHOMES (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 board(s) of the **PERMITTEE** has authorized the **PERMITTEE’S**

execution of this Agreement. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of each entity which grants such authority.

3. The Plans. The term “Plans” as used in this Agreement means the Final Plat Plans prepared by Civil Engineering Site Design, dated July 15, 2024 and revised on **XXXXXXXX**. The Plans remain subject to: (a) **CITY** Staff’s review and approval of the Plans to, among other things, confirm that the revisions requested in the **CITY** Staff’s review have been made; and (b) such further revisions as the **PERMITTEE** may propose and the **CITY** approves. The Plans shall not be attached to this Agreement, but are in the **CITY’S** files.
4. Stage I Improvements. The public improvements the **PERMITTEE** will construct or install are as follows:
 - a. Trunk and lateral sanitary sewer.
 - b. Trunk and lateral water main.
 - c. Storm drainage facilities (when specified).
 - d. Stormwater maintenance through 90 percent buildout.
 - e. Streets.
 - f. Concrete curb and gutter (urban).
 - g. Street traffic control signals (when specified).
 - h. Lot grading.
 - i. Sidewalks.
 - j. Electricity (within one-fourth mile).
 - k. Phone (within one-fourth mile).
 - l. Natural gas (within one-fourth mile).
 - m. Boulevard sodding.
 - n. Water shut off boxes.

(the “Stage I Improvements”).

The **PERMITTEE** agrees to construct the Stage I Improvements according to the terms and conditions of this Agreement and in accordance with the Plans and the City Code. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of reproducible as-built plans in Computer Aided Drafting (CAD) format, as well as Portable Document File (PDF), 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 both CAD and PDF format prior to the commencement of construction of the Stage I Improvements.

5. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners.
6. Installation of the Stage I Improvements. The **PERMITTEE** shall obtain all necessary permits from all governmental agencies before commencing construction of the Stage I Improvements. The **PERMITTEE** must provide the **CITY** with copies of all necessary permits from other governmental agencies prior to or when the **PERMITTEE** applies for a building permit to construct improvements on a lot within the Plat. Within thirty (30) days after the completion of the Stage I Improvements, the **PERMITTEE** shall provide

the **CITY** with a complete set of reproducible “As Built” plans for the Stage I Improvements.

7. Time of Performance for the Stage I Improvements. The **PERMITTEE** must complete the Stage I Improvements within one (1) year after the recording of the Plat.
8. Ownership of the Stage I Improvements. The **PERMITTEE** owns the Stage I Improvements until the **CITY’S** acceptance of the Stage I Improvements. Title to the Stage I Improvements automatically passes to the **CITY** upon the **CITY’S** written acceptance of the Stage I Improvements. Except to the extent the **CITY** has accepted all or portions of the Stage I Improvements, in writing, prior to the lapse, expiration, or other termination of the **CITY’S** financial guaranty described in Section 12 and except to the extent the **CITY** and the **PERMITTEE** may agree, in writing, to defer the **CITY’S** acceptance of certain specified Stage I Improvements, the **CITY** is deemed to have accepted the Stage I Improvements when the **CITY** releases the financial guaranty described in Section 12 or allows such financial guaranty to lapse, expire or otherwise terminate.
9. Stage I Improvements License. The **PERMITTEE** hereby grants the **CITY** and the **CITY’S** agents, employees, officers, and contractors an irrevocable license to enter the Subject Property to perform all necessary work and/or inspections the **CITY** deems appropriate during the **PERMITTEE’S** installation of the Stage I Improvements. The license shall expire after the **CITY** accepts ownership of Stage I Improvements.
10. Stage II Improvements. The public improvements the **PERMITTEE** must construct or install are as follows:
 - a. Street striping (if required by Plans).
 - b. Street lights per agreement with Connexus Energy
 - c. Street and traffic control signs.
 - (i) **CITY** will provide and install Street Name and Traffic Control signs per the Plans, following payment by **PERMITTEE** pursuant to the established rates and charges in effect and outlined in Exhibit B attached hereto.
 - d. Installation of survey monumentation.

(the “Stage II Improvements”). The **PERMITTEE** must complete the construction of the Stage II Improvements within one (1) year after the date upon which the Plat is recorded. **PERMITTEE** must install the Stage II Improvements in accordance with the Plans, excluding the street and traffic control signs, which will be installed by the **CITY**.
11. Required Private Improvements. The private improvements the **PERMITTEE** will construct or install are as follows:
 - a. Sanitary sewer
 - b. Water
 - c. Storm drainage facilities
 - d. Stormwater maintenance
 - e. Parking lot
 - f. Concrete curb and gutter
 - g. Lot grading
 - h. Landscaping

12. Financial Guaranty for Stage I Improvements, Stage II Improvements, and Required Private Improvements. The **PERMITTEE** shall provide a financial guaranty to the **CITY** guaranteeing the construction of the Stage I Improvements, Stage II Improvements, and Required Private Improvements, as well as their timely completion. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of Seven Hundred Forty-Three Thousand Eight Hundred Forty-Four Dollars and No Cents (**\$743,844.00**), which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I Improvements, Stage II Improvements, and Required Private Improvements. Upon completion of Stage I Improvements (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan), Stage II Improvements, and/or Required Private Improvements, acceptance by the **CITY**, supported by appropriate lien waivers, the **PERMITTEE** may request a reduction in the amount of the financial guaranty.

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 guaranty in the amount of **\$78,321.00**, which 125% of the Engineer's Estimate for demolition, grading and erosion control, is required. At the time the plat is recorded and prior to other work commencing, the remaining **\$665,523.00** must be posted with the **CITY**.

13. Inspection Escrow for the Stage I Improvements, Stage II Improvements, and Required Private Improvements. The **PERMITTEE** shall provide an inspection escrow to the **CITY** to inspect the Stage I Improvements, Stage II Improvements, and Required Private Improvements. The **PERMITTEE** shall be responsible for an inspection escrow in the amount of Twenty-Nine Thousand Seven Hundred Fifty-Four Dollars and No Cents (**\$29,754.00**), which amount is 5% of the City Engineer's estimated cost of the Stage I Improvements, Stage II Improvements, and Required Private Improvements. The inspection escrow must be in the form of cash. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon completion of the Stage I Improvements, Stage II Improvements, and Required Private Improvements, after acceptance by the **CITY**.
14. Warranty for Stage I and Stage II Improvements. The **PERMITTEE** shall provide a one-year warranty in the amount of One Hundred Forty-Eight Thousand Seven Hundred Sixty-Nine Dollars and No Cents (**\$148,769.00**), which is 25% of the cost of the Stage I and Stage II Improvements. Said warranty shall be in force for one year following the final acceptance of any required improvements and shall guarantee satisfactory performance of said improvements. The warranty must be in the form of a Letter of Credit, approved as to form by the **CITY**, or a cash escrow.
15. Maintenance Guarantee for Landscaping. It is herein agreed that the **PERMITTEE** shall provide the **CITY** a landscape maintenance guaranty to ensure the survival of the plantings. Said landscape maintenance guaranty shall consist of cash or a Letter of Credit, approved as to form by the **CITY**, in the amount of Ten Thousand Thirty Five Dollars and No Cents (**\$10,035.00**) [# plantings (44 trees) x cost/planting (\$300/tree x 30% average non-survival rate, (270 shrubs) x cost/planting \$75/shrub x 30% average non-survival rate)], which shall be in effect for a two-year period commencing on the date of the **CITY**'s acceptance of said plantings as part of the Required Private Improvements.

At the end of the two-year period, the **PERMITTEE** shall request a final inspection by the **CITY** to determine that all plantings that have been planted in accordance with the Plans

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

16. Street Cleaning and Clean Up. After the street surfacing that is a part of the Stage I Improvements is installed, the **PERMITTEE** shall clear any soil, earth, or debris from the streets. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the Stage I Improvements. It shall be the **PERMITTEE**'S responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.
17. Payment of Development 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 Water Management Fees, Street Signage Fees, and Street Light Operation and Maintenance Fees. It is acknowledged that development fees (Park Dedication, Trail Development, Sanitary Sewer Connection (Trunk), Water Connection (Trunk), and Storm Water Management) were paid previously for RTC 7th Addition for 190 units. Only eighty-eight (88) units were built, leaving a credit for 102 additional units. This Plat includes thirty (30) units, which means credit for seventy-two (72) additional units in future phases are still available.
18. Requirements for Building and Occupancy Permits.
 - a. No building permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the **CITY** Building Official with a Certificate of Survey; c.) the financial guaranty described in Section 12 to the **CITY**; d.) obtained all necessary permits from the Lower Rum River Watershed Management Organization and has provided a copy of such permit to the **CITY**; and
 - b. No occupancy permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water facilities this Agreement requires to serve the lot and such utilities and storm water facilities are in place, operational and accepted by the **CITY**; (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.
 - c. Model Home Permits. Model homes shall be located on Lots 1-12, Block 1 (2, 6-unit buildings). Building permits for the model homes shall not be issued until

after sanitary sewer services are available to each lot and are subject to the standard building permit review by the CITY's Building Inspections Divisions. The following conditions apply:

- i. If there are any conflicts between the activities of the homebuilder and the street/utility contractor, the street/utility contractor shall be given priority.
- ii. The CITY's building inspectors shall have access to each home for normal scheduled inspections. If access is not provided, the **PERMITTEE** shall forfeit the inspection and pay the normal reinspection fee.
- iii. Model homes will not be open to the public until water and sanitary sewer are operational to each model home and Sapphire Lane and 145th Place have at least the base course of pavement installed.

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

- a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **PERMITTEE'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **PERMITTEE'S** default creates an immediate risk to public health or safety, the **CITY** may perform or engage one or more third parties to perform the work before the **CITY** provides the notice described in the initial paragraph of this Section, but the **CITY** must use commercially reasonable efforts to notify the **PERMITTEE** as promptly as possible that the **CITY** is undertaking to perform the **PERMITTEE'S** obligation or obligations. If the **CITY** performs one or more obligations of the **PERMITTEE**, the **PERMITTEE** must reimburse the **CITY** for any costs or expenses the **CITY** incurs, including costs and expenses for **CITY** staff time, to perform the work within 30 days after the **CITY** notifies the **PERMITTEE**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **PERMITTEE** does not reimburse the **CITY** within said 30-day period, the **CITY** may pursue any remedies available to the **CITY** either at law or in equity or, in the alternative, the **CITY** may draw on the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to this Agreement to reimburse itself for the expenses the **CITY** incurs to perform the work. This Agreement is a license for the **CITY** to act, and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the **PERMITTEE** Property. As an alternative to seeking recovery from the **PERMITTEE** or the financial guaranty, the **CITY** may levy special assessments against the **PERMITTEE** Property in accordance with Minnesota Statutes Section 429, and the **PERMITTEE**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **PERMITTEE** may have to such special assessments.
- b. The **CITY** may commence an action in Anoka County District Court to pursue any remedy available to the **CITY** at law or in equity including, but not limited to, injunctive relief.

- c. The **CITY** may refuse to grant building permits for improvements to be constructed on any lots within the Plat until the **PERMITTEE** has cured all of its defaults.
- d. The **CITY** may draw upon all or any portion of the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to Section 12 and (i) use all or any portion of the proceeds from the financial guaranty to reimburse the **CITY** pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the **CITY** obtains against the **PERMITTEE** pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the **CITY** pursuant to Section 20 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this Section 19 (d).

20. Miscellaneous.

- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- b. Written Amendments Only. The action or inaction of the **CITY** or the **PERMITTEE** shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the **CITY** Council. The **CITY'S** or the **PERMITTEE'S** failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
- c. Compliance with Laws and Regulations. The **PERMITTEE** represents to the **CITY** that the Plat complies with all **CITY**, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Plat does not comply, the **CITY** may, at its option, refuse to allow any construction or development work in the Plat until the **PERMITTEE** does comply. Upon the **CITY'S** demand **PERMITTEE** shall cease work until there is compliance.
- d. Mailbox Locations. If the **PERMITTEE** desires to construct mailboxes within the public right of way, the **PERMITTEE** agrees that the placement of mailboxes along public streets is subject to the approval by the **CITY**. Utility locates will be necessary.
- e. Boulevard and Wetland Restoration. The **PERMITTEE** shall be responsible for the cost of establishing seed in all boulevards within thirty (30) days of the completion of the street improvements, and restoring all other areas disturbed by the development grading operation in accordance with the approved Grading and Erosion Control plan. The **PERMITTEE** shall be responsible for the cost of cleaning any soil, earth, or debris from the wetlands within and adjacent to this Plat resulting from grading performed in the development of the Plat.
- f. Construction, Hours and Entrance Signs. The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 10:00 p.m. The

PERMITTEE is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.

- g. Construction Site Maintenance. The **PERMITTEE** shall adhere to all of the **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. The **CITY** reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.
- h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Stage I, Stage II, and Required Private Improvements, unless qualified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.
- i. Plat Approval Expenses. The **PERMITTEE** agrees that it will pay to **CITY** all **CITY** expenses incurred in the approval of the Plat, including, but not limited to, administration expenses, engineering and legal fees. Said expenses incurred after recording of the Final Plat shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY'S** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this Agreement for payment.
- j. Reimbursement to the CITY. The **PERMITTEE** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.
- k. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Agreement shall be defined as a document issued by the **CITY'S** Building Official, which authorizes the structure to be used for its intended purposes.
- l. Home Owners Association Declarations/Covenants. The **PERMITTEE** agrees to submit the Home Owners Association Declarations and/or Covenants for review and approval by the **CITY** prior to recording the Plat.
- m. Sidewalk Easement Agreement. The **PERMITTEE** agrees to execute and record a Sidewalk Easement Agreement for the portion of the public sidewalk along East Ramey Parkway that encroaches slightly onto the **Subject Property**.
- n. Construction Activities in Public Rights-of-Way. Due to the build-to requirement rather than the more traditional setback standard, where the townhome buildings are constructed with minimal front setbacks, as well as sidewalk and streetscape improvements, construction activities may need to occur in the adjacent public rights of way. The **PERMITTEE** is permitted to use the adjacent parking lanes of the adjacent streets for construction-related activities, subject to a barricade plan approved by the City Engineer. Any damage to or debris left in the right-of-way after construction activities are completed are the responsibility of the

PERMITTEE and if there is a failure to correct the damage and/or clean the debris, costs incurred by the **CITY** shall be billed to the **PERMITTEE's** site inspection fee escrow.

- o. Construction Parking. To the extent feasible, all construction workers shall park interior to the Subject Property and not on the existing public roads adjacent to the Subject Property.
- p. 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:

COR at Ramsey, LLC
Attn: Jason Palmby
205 Lakeview Rd E
Chanhassen, MN 55317-5531

TO THE CITY:

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

EXHIBIT A

Legal Description of the Subject Property

Lots 1-12 (inclusive), Block 2 Ramsey Town Center 7th Addition

-or upon recording-

Lots 1-31 (inclusive), Block 1 and Outlot A, Parkside Townhomes

EXHIBIT B

Fees Payable to the City

1. Park Dedication. Park Dedication fees were satisfied by remaining credits from the RTC 7th Addition, which paid for 190 units, but only eighty-eight (88) units were built. There will still be credit for seventy-two (72) units for future phases.
2. Trail Development Fees. Trail Development fees were satisfied by remaining credits from the RTC 7th Addition, which paid for 190 units, but only eighty-eight (88) units were built. There will still be credit for seventy-two (72) units for future phases.
3. Sanitary Sewer Connection (Trunk) Fees. Sanitary Sewer Connection (Trunk) fees were satisfied by remaining credits from the RTC 7th Addition, which paid for 190 units, but only eighty-eight (88) units were built. There will still be credit for seventy-two (72) units for future phases.
4. Water Connection (Trunk) Fees. Water Connection (Trunk) fees were satisfied by remaining credits from the RTC 7th Addition, which paid for 190 units, but only eighty-eight (88) units were built. There will still be credit for seventy-two (72) units for future phases.
5. Stormwater Management Fee. Stormwater Management fees were satisfied by remaining credits from the RTC 7th Addition, which paid for 190 units, but only eighty-eight (88) units were built. There will still be credit for seventy-two (72) units for future phases.
6. Street Light Operation and Maintenance Fee. The **PERMITTEE** is responsible for a Street Light Operation and Maintenance Fee of \$294.00 per light. **PERMITTEE** must pay a Street Light Operation and Maintenance Fee of \$2,058.00 (\$294.00 x 7 lights). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.
7. Street Sign Fee. While the **CITY** provides and installs the street name and traffic control signage, the **PERMITTEE** is responsible for paying for them at a rate of \$245.00 per sign. **PERMITTEE** must pay a Street Sign Fee of \$5,292.00 (\$245.00 x 5 street name signs; \$294.00 x 8 no parking signs; \$294.00 x 5 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. Wear Course Fee. The **PERMITTEE** is responsible for contributing to the completion of paving wear course on 146th Avenue and Traprock Street. This phase includes 157.53 linear feet along 146th Avenue. The **PERMITTEE** must pay a Wear Course fee of \$7,700.00. Future contributions will be collected at the time of each additional phase and will be based on the linear footage of said phase adjacent to either 146th Avenue and/or Traprock Street.
10. Stormwater Infiltration Fee. The Lower Rum River Watershed Management Organization requires projects to infiltrate the first inch of rainfall to reduce volume entering the City's regional stormwater system. The Subject Property is located within a Wellhead Protection Zone. Within this zone, the Minnesota Department of Health does not allow infiltration. Therefore, the **PERMITTEE** must contribute to the City's regional system for infiltration to accomplish this

requirement. The **PERMITTEE** is responsible for a contribution of \$11,421.86, based on the Volume Reduction Worksheet and Cost Estimate dated August 22, 2024.

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

RESOLUTION #24-229

RESOLUTION APPROVING THE PRELIMINARY PLAT, FINAL PLAT, DEVELOPMENT AGREEMENT, AND A SIDEWALK EASEMENT AGREEMENT FOR PARKSIDE TOWNHOMES

WHEREAS, Ramsey at COR, LLC, hereafter referred to as “Applicant,” properly applied for Preliminary and Final Plat approval of the following described properties located in the City of Ramsey:

Lots 1-12, Block 2 Ramsey Town Center 7th Addition

-or upon recording of the Parkside Townhomes final plat-

Lots 1-31, Block 1 and Outlot A, Parkside Townhomes

(the ‘Subject Property’); and

WHEREAS, the proposed preliminary plat would replat Lots 1-12, Block 2 Ramsey Town Center 7th Addition into Lots 1-31, Block 1 and Outlot A, Parkside Townhomes; and

WHEREAS, a portion of the public sidewalk along East Ramsey Parkway will encroach into the Subject Property, which requires the execution of a Sidewalk Easement Agreement; and

WHEREAS, the Planning Commission held a Public Hearing and reviewed the Preliminary Plat on August 22, 2024, and recommended approval of the project; and

WHEREAS, the City Council considered the Preliminary Plat, Final Plat, Development Agreement, and Sidewalk Easement Agreement request on September 10, 2024.

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

- 1) That the Ramsey City Council hereby grants approval of the Preliminary Plat, Final Plat, Development Agreement, and Sidewalk Easement Agreement for Parkside Townhomes in accordance with relevant City Codes, subject to the following conditions:
 - a) Compliance with staff review comments.
 - b) Approval of the Stormwater Management Plan by the Lower Rum River Watershed Management Organization.
 - c) Entering into a Development Agreement with the City of Ramsey.
 - d) Vacation of all existing drainage and utility easements on Block 2 of Ramsey Town Center 7th Addition.
 - e) Executing and recording a Sidewalk Easement Agreement.
 - f) Review and approval as to legal form by the City Attorney of the Development Agreement, Sidewalk Easement Agreement, and Final Plat.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 10th day of
September, 2024.

Mayor

ATTEST:

City Clerk

CC Regular Session New

Meeting Date:

09/10/2024

Primary Strategic Plan Initiative:

Promote economic growth and development.

Title:

Introduce Ordinance #24-11 Authorizing the City of Ramsey to Sell Fourteen (14) Parcels of Real Property

Purpose/Background:

As required by the City Charter, the City must pass an ordinance to declare and sell surplus City owned land. The purpose of this case is to introduce an ordinance to sell property owned by the City, held for the Right-of-Way Acquisition Loan Fund (RALF), as surplus City owned land, no longer needed for current or future City functions or Right of Way for the Ramsey Gateway Highway 10 Project, The total number of parcels available sale is fourteen (14). These parcels will be marketed/sold after completion of the Ramsey Gateway Hwy 10 Project or authorization by the RALF program. This case/ordinance will be brought back to the City Council on September 24, 2024 for final adoption.

Notification:

After introduction, a notification of this ordinance will be posted in the Anoka Union Herald Newspaper.

Time Frame/Observations/Alternatives:

City Charter requires the City Council to introduce and ultimately adopt the attached Ordinance #24-11 authorizing the City of Ramsey to sell/convey fourteen (14) parcels of real property.

Alternatives to consider:

1. Recommend approval of the ordinance as presented by staff.
2. Make modifications to the ordinance.
3. Recommend denial of the ordinance.

Funding Source:

This action is covered under normal staff duties.

Recommendation:

Motion to waive the City Charter requirement to read the ordinance aloud;

-AND-

Motion to introduce the attached Ordinance #24-11 authorizing the City of Ramsey to sell/convey fourteen (14) parcels of real property

Outcome/Action:

Motion to waive the City Charter requirement to read the ordinance aloud;

-AND-

Motion to introduce the attached Ordinance #24-11 authorizing the City of Ramsey to sell/convey fourteen (14) parcels of real property.

Roll Call Vote:
Councilmember Olson
Councilmember Woestehoff
Councilmember Specht
Councilmember Musgrove
Councilmember Howell
Councilmember Riley
Mayor Kuzma

Attachments

ACTION - INTRODUCE Ordinance #24-11

Form Review

Inbox

Brian Hagen
 Form Started By: Sean Sullivan
 Final Approval Date: 09/04/2024

Reviewed By

Brian Hagen

Date

09/04/2024 11:20 AM
 Started On: 08/27/2024 03:19 PM

ORDINANCE #24-11

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

**AN ORDINANCE AUTHORIZING THE CITY OF RAMSEY TO
SELL/CONVEY FOURTEEN (14) PARCELS OF REAL PROPERTY.**

The City of Ramsey Ordains:

SECTION 1. PURPOSE

It is the purpose of this Ordinance to authorize the City of Ramsey to convey certain real property which the City Council has determined is no longer necessary for the City's purposes. This Ordinance is adopted pursuant to and under the authority of Section 12.5 of the City Charter.

SECTION 2. SALE/CONVEYANCE AUTHORIZATION

The City Council hereby declares the following described real" property owned by the City, held for the Right-of-Way Acquisition Loan Fund (RALF), as surplus City owned land, no longer needed for current or future City functions or Right of Way for the Ramsey Gateway Highway 10 Project, and authorizes said property to be marketed for sale and conveyed/sold:

Property ID	Address or Nearby Roadway	General Description
28-32-25-43-0002	7443 Hwy 10 NW	Pt Lot 2, and Lot 3, Auditors Subdivision No. 34
34-32-25-22-0007	7039 Hwy 10 NW	Lot 2, Block 1, Kovar Addition
34-32-25-22-0009	XXXX Hwy 10 NW	Lot 4, Block 1, Kovar Addition
34-32-25-21-0103	XXXX Hwy 10 NW	Tract A, Registered Land Survey No. 249
34-32-25-21-0008	6745 Hwy 10 NW	Lot 2, Block 1, Deal Industrial Park
34-32-25-12-0009	6701 Hwy 10 NW	Lot 3, Block 1, Deal Industrial Park
34-32-25-12-0010	XXXX Hwy 10 NW	Outlot A, Deal Industrial Park
34-32-25-12-0013	6549 Hwy 10 NW FKA 6615	Lot 6 and Lot 7, Aud. Subdivision No. 30
35-32-25-23-0006	6201 Hwy 10 NW	Pt. of Lots 17 and 19 Aud. Subdivision No. 96
35-32-25-24-0001	XXXX Hwy 10 NW	Part of Lot 19, Auditors Subdivision No. 96
35-32-25-31-0007	6159 Hwy 10 NW	Part of Lot 17, Auditors Subdivision No. 96
35-32-25-31-0024	XXXX Hwy 10 NW	Tract C, Registered Land Survey No. 151
35-32-25-31-0027	6101 Hwy 10 NW	Lot 3, Block 1, Guy Addition
35-32-25-31-0028	6101 Hwy 10 NW	Lot 4, Block 1, Guy Addition

SECTION 3. TERMS OF SALE/CONVEYANCE

The City Council shall establish sale/conveyance terms and conditions in the future, at the time of purchase agreement negotiation, for each individual parcel identified in Section 2 of this Ordinance.

SECTION 4. EFFECTIVE DATE

This Ordinance becomes effective upon its passage and thirty (30) days after its publication according to law, subject to City Charter Provision, Section 5.7.

PASSED by the City Council of the City of Ramsey, Minnesota, the 24th day of September, 2024

Mayor

ATTEST:

City Clerk

Introduction date: September 10, 2024

Posting dates: September 10, 2024 – September 25, 2024

Adoption date: September 24, 2024

Publication date: September 27, 2024

Effective date: October 27, 2024