

City of Ramsey
Agenda
City Council Work Session
Tuesday, May 14, 2024

5:30 pm
Lake Itasca Room, 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. Topics for Discussion

1. Discussion Regarding Union Contract Negotiations for AFSCME, LELS-Patrol, LELS-Sergeants & LELS-Captains (Discussion Closed to the Public)
2. Anoka County License Center Lease Amendment
3. Discuss the Transient Merchant license approval process for Game Fair
4. Discuss Resolution for Post Election Review and Paper Rosters

3. Topics for Future Discussion

1. Review Future Topics/Calendar

4. Mayor/Council/Staff Input

5. Adjournment*

***Note: the City Council may motion to recess this Work Session meeting and reconvene after the regular City Council meeting if items on the agenda are not completed.**

Meeting Date: 05/14/2024

Information

Title:

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

Purpose/Background:

The purpose of this discussion is to provide the City Council with an update on the status of negotiations and to receive feedback from the City Council in order to move ahead with each group.

Per Minnesota Statutes 13D.03, which states: "The governing body of a public employer may by a majority vote in a public meeting decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections [179A.01](#) to [179A.25](#)" staff is requesting that the City Council go into closed session to discuss the City's labor negotiations strategy for its four union contracts. All four contracts are set to expire on December 31, 2024.

At the time of the work session, City staff will have met with two of the four unions and will provide the City Council with information regarding the unions' initial proposal(s).

Timeframe:

Up to 30 minutes.

Funding Source:

Not applicable at this time.

Responsible Party(ies):

Colleen Lasher, Administrative Services Director

Outcome:

For the City Council to provide staff with direction regarding how to proceed with the next contract negotiations.

Attachments

Statute_13D.03

Form Review

Inbox

Brian Hagen

Form Started By: Colleen Lasher

Final Approval Date: 05/08/2024

Reviewed By

Brian Hagen

Date

05/08/2024 06:31 PM

Started On: 04/26/2024 11:08 AM

13D.03 CLOSED MEETINGS FOR LABOR NEGOTIATIONS STRATEGY.

Subdivision 1. **Procedure.** (a) Section 13D.01, subdivisions 1, 2, 4, 5, and section 13D.02 do not apply to a meeting held pursuant to the procedure in this section.

(b) The governing body of a public employer may by a majority vote in a public meeting decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25.

(c) The time of commencement and place of the closed meeting shall be announced at the public meeting.

(d) A written roll of members and all other persons present at the closed meeting shall be made available to the public after the closed meeting.

Subd. 2. **Meeting must be recorded.** (a) The proceedings of a closed meeting to discuss negotiation strategies shall be tape-recorded at the expense of the governing body.

(b) The recording shall be preserved for two years after the contract is signed and shall be made available to the public after all labor contracts are signed by the governing body for the current budget period.

Subd. 3. **If violation claimed.** (a) If an action is brought claiming that public business other than discussions of labor negotiation strategies or developments or discussion and review of labor negotiation proposals was transacted at a closed meeting held pursuant to this section during the time when the tape is not available to the public, the court shall review the recording of the meeting in camera.

(b) If the court finds that this section was not violated, the action shall be dismissed and the recording shall be sealed and preserved in the records of the court until otherwise made available to the public pursuant to this section.

(c) If the court finds that this section was violated, the recording may be introduced at trial in its entirety subject to any protective orders as requested by either party and deemed appropriate by the court.

History: 1957 c 773 s 1; 1967 c 462 s 1; 1973 c 123 art 5 s 7; 1973 c 654 s 15; 1973 c 680 s 1,3; 1975 c 271 s 6; 1981 c 174 s 1; 1983 c 137 s 1; 1983 c 274 s 18; 1984 c 462 s 27; 1987 c 313 s 1; 1990 c 550 s 2,3; 1991 c 292 art 8 s 12; 1991 c 319 s 22; 1994 c 618 art 1 s 39; 1997 c 154 s 2

CC Work Session**Meeting Date:** 05/14/2024**Primary Strategic Plan Initiative:** Not Applicable**Information****Title:**

Anoka County License Center Lease Amendment

Purpose/Background:*Information*

The City of Ramsey began leasing space to Anoka County for the License Center July 1, 2010 for a five-year term. The lease included a tenant option to renew for a five-year term and then two mutual additional five-year terms, bringing the final termination date as late as June 30, 2030.

The financial terms of the lease include an annual base charge on 2,220 sq. ft. of office space that increases by 2% annually thereafter. For the 2023-2024 lease year, this equals \$36,991.92 or \$16.81/sq. ft. Additionally, CAM charges are applied against the office space and 466 sq. ft. of shared space for operating expenses. CAM is adjusted annually as determined by the City. For the 2023-2024 lease year, this equals \$26,375.92 or \$9.89 per sq. ft.

The County is requesting an amendment to the terms of the lease regarding the length and financial terms, along with some signage requests. The signage is at the County's expense, but they expressed concern about visibility due to the transit skyway blocking existing signage. The following represents the other proposed lease amendments:

- Extend the lease out to June 30, 2040 through five mutually agreed three-year terms. Their other lease agreements include three-year terms, and they would like consistency across their leases.
- Reset per sq. ft. base rent to \$14/sq. ft. or \$30,800 annually, then escalate annually by \$0.25 thereafter. The basis of the request largely relates to the fact that no improvements have been made since the build out was done.
 - Accepting the proposed base rent reduction would equate to a \$6,191.92 revenue reduction. Future increases would be nearly 2% the first year, but then the percentage increase would be lower thereafter.
- Eliminate pro rata share of CAM charges on the shared lease space (466 sq. ft.) CAM would remain on their 2,200 sq. ft. of office space. The current CAM rate is \$9.89/sq. ft. or \$26,375.92 annually.
 - Accepting the proposed CAM charge reduction would equate to a \$4,609 revenue reduction initially, but be larger as costs increase in the future.

Lastly, the County has expressed more informally a desire to see the flooring replaced due to wear and tear and some minor safety improvements regarding the door way leading back to the staff side of the counter. A suggestion has also been shared to add a handicap push button door opener to their space.

Some general retail space leasing costs in Ramsey are \$19.50-25/sq. ft. with CAM typically at \$12-15/sq. ft. Under our scenario, as a tax-exempt parcel, the CAM is estimated at \$8-12/sq. ft. Some recent new construction lease rates in Ramsey are closer to the \$40/sq/ ft. total including CAM charges.

Reactions

- Having the License Center in Ramsey brings visitors to the City and offers a necessary service in close proximity to our residents and businesses.

- We do not have a high need for that space for our own office/personnel needs. Future extensions are to be mutually agreed to, allowing for regular options to consider our own space needs at timely intervals.
- Operating expenses on the shared space do not drastically change without the occupancy of the License Center. However, the license center does generate many visitors daily.
- Adjusting License Center signage is a reasonable request.
- Completing a flooring upgrade is a reasonable request knowing the current condition. Similarly, improving safety changes is in line with what we are considering in other areas of City Hall for our staff. The handicap door opener is not required, but does provide a good customer service gesture.
- The proposed base rent reduction to \$14.00/SF is significantly under market rate.
- Current CAM Seems to be in the market range (lower side)

Options

1. Leave lease as is.
 - *Pros* - The financial terms remain as is for the next year.
 - *Cons* - The future remains uncertain, and they may choose to terminate the lease on June 30, 2025 or after the final five-year extension.
2. Accept the proposed amendments.
 - *Pros* - Increases the likelihood of a long-term agreement and revenue source. This would maintain a service option within the city for our residents and business community. Utilizes excess space within City Hall that we do not have a high need for.
 - *Cons* - Reduces revenue now and in the future with smaller escalators tied to future increases. They may still choose to terminate the lease in the future.
3. Counter offer the proposed amendment to reflect current market conditions.
 - *Pros* - The financial terms would be consistent with market rate, and if accepted, increase annual revenue.
 - *Cons* - The future remains uncertain, and they may choose to terminate the lease on June 30, 2025 or after the final five-year extension.
4. Counter offer the proposed amendment to reduce financial terms.
 - *Pros* - Largely the same as accepting the County's proposal, but does not reduce the annual revenue as much.
 - *Cons* - The future remains uncertain, and they may choose to terminate the lease on June 30, 2025 or after the final five-year extension.

At this point in time, staff does not hold a firm recommendation.

Timeframe:

Funding Source:

Responsible Party(ies):

Brian Hagen, City Administrator

Outcome:

Provide consensus direction on support for a lease amendment and the terms for the Anoka County License Center.

Attachments

- Master Contract
- 2nd Five-Year Extension Letter

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	05/07/2024 10:59 PM

Form Started By: Brian Hagen
Final Approval Date: 05/07/2024

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

LEASE AGREEMENT

This Lease Agreement, dated this 23rd day of February, 2010, (this "Lease") is made by and between the **CITY OF RAMSEY**, Anoka County, Minnesota, a Minnesota municipal corporation ("LANDLORD") and the **COUNTY OF ANOKA**, a political subdivision of the State Minnesota ("TENANT").

DEFINITION:

"Leased Space". Approximately 2200 square feet of office space including two (2) closed offices and one storage room on the ground floor of the Ramsey Municipal Center located at 7550 Sunwood Drive NW, Ramsey Minnesota, 55303 (the "Office Space"). The Leased Space includes approximately 466 square feet of shared common areas (restrooms, lunch room, etc.) (the "Shared Space"). The Office Space and the Shared Space total 2,666 square feet and are collectively referred to hereinafter as the "Leased Space". The Leased Space also includes the right to use the Parking Facilities as described below. The Leased Space is depicted on the attached Exhibit A.

WITNESSETH THAT:

1. TERM:

a. **Initial Term.** For and in consideration of the rents, additional rents, terms, provisions and covenants herein contained, LANDLORD hereby lets, leases and demises to TENANT the Leased Space for the term of five years commencing on the 1st day of July, 2010 (sometimes called "the Commencement Date") and expiring on the 30th day of June, 2015 (sometimes called "Expiration Date") unless sooner terminated as hereinafter provided. The term from July 1, 2010 through June 30, 2015 is hereinafter referred to as the "Initial Term". TENANT'S obligation to pay rent shall begin on the Commencement Date.

b. **Option to Renew.** Provided TENANT is not in default hereunder and has performed all of its covenants and obligations, TENANT may extend the Term of this Lease (hereinafter, the "Option Term") for one (1) five (5) year Term with the Option Term beginning on the first day after the "Expiration Date" upon the terms and conditions set forth below. TENANT may exercise the Option Term only by giving written notice to LANDLORD not later than June 30, 2014. Subject to mutual agreement between the LANDLORD and TENANT, the term of this lease may be extended for an additional two (2) five (5) year Terms (hereinafter "Additional Terms"), which agreement shall be made at least 365 days prior to the commencement of each of the two Additional Terms.

c. **Early Lease Termination.** TENANT shall have the right to terminate this Lease Agreement without penalty upon 365 days written notice to LANDLORD upon the happening of any of the following events (1) the TENANT loses more than 50% of its revenue volume as measured by the immediately preceding calendar year (2) the State of Minnesota discontinues the practice of appointing license bureaus, as they now exist or other means of obtaining licenses, license plates, vehicle transfers, and/or paying license fees makes operating a license bureau uneconomical Notwithstanding an early termination TENANT shall reimburse LANDLORD for its build-out allowance given TENANT pursuant to paragraph 8.b. below upon the following schedule: if termination is within one-year of Commencement Date, repayment of build-out costs by TENANT is 100%; from one year to two years – 80%; from two to three years

- 60%; from three to four years - 40%; and from four years to five year - 20%. After the fifth year from the Commencement Date, there shall be no obligation for repayment of the build-out costs.

2. **BASE RENT:**

a. **Rent.** TENANT shall pay to LANDLORD Base Rent of \$13.00/sf for the 2200 square feet of Office Space. TENANT shall not be charged Base Rent for the Shared Space. TENANT shall also pay to LANDLORD a pro rata share of the Operating Costs (as hereinafter defined) on the entire 2,666 Leased Space of \$5.20/sf. TENANT pro rata share of the Operating Costs are hereinafter referred to as "CAM." Total annual rent for the first year of the Lease is \$42,456.00 calculated as follows: (Base Rent of 2200sf x \$13.00/sf + CAM charges of 2666sf x \$5.20/sf = \$42,456.00). The Base Rent and CAM as adjusted below, shall be payable in advance without offset, deduction or demand, in monthly installments on the Commencement Date and on the first day of the month thereafter during the Initial Term, and the Option Term. The annual rent payable shall be in accordance with attached Exhibit B.

b. **Rent Increase.** The Office Space Base Rent shall increase at an annual rate of two percent (2%) per year during the Initial Term and during any Option Term.

c. **CAM rent adjustment.** The CAM rent shall be adjusted up or down on an annual basis based upon a review by the LANDLORD of its costs for the Operating Expenses. Said review shall be on or before August 1 of each year during the Initial Lease Term. LANDLORD shall determine its Operating Expenses during the immediate prior one year lease term expiring on the preceding June 30th. Based on this review, LANDLORD shall advise TENANT of the CAM rent. The Base Rent shall then be adjusted accordingly. In the event TENANT exercises its Option to renew, the CAM rent shall then be increase pursuant to the CPI index formula as described on attached Exhibit C.

3. **OPERATING EXPENSES:**

LANDLORD shall pay all operating expenses including utilities incurred by TENANT in operating the Leased Space. The term "Operating Expenses" shall include but not be limited to janitorial services, maintenance, repair, operation of utilities and lighting, garbage disposal and refuse removal, parking and landscaped areas, signs, snow removal, non-structural repair and maintenance of the exterior of the building in which the Leased Space is located, all associated with the Leased Space being rented (the "Operating Expenses"). LANDLORD shall provide the same level of service for the LEASED SPACE that it provides for all other office areas located within the Ramsey Municipal Building. The cost of the TENANT pro rata share of the Operating Expenses is included in the CAM.

In addition to payment of the Operating Expenses, LANDLORD'S reception staff will provide direction for TENANT'S customers to access TENANT'S Office Space, as necessary.

4. **COVENANT TO PAY RENT:**

The covenants of TENANT to pay the Base Rent and the Additional Rent are each independent of any other covenant, condition, provision or agreement contained in this Lease. All rents are

payable to LANDLORD at Ramsey Municipal Center, 7550 Sunwood Drive, Ramsey Minnesota 55303, or such other place as LANDLORD may designate.

5. CARE AND REPAIR OF LEASED SPACE:

Subject to LANDLORD'S responsibility to pay all Operating Expenses, TENANT shall, at all times throughout the term of this Lease, including renewals and extensions, keep and maintain the Leased Space in a clean, safe, sanitary and first class condition and in compliance with all applicable laws, codes, ordinances, rules and regulations.

6. PARKING FACILITIES:

Parking for customers of TENANT shall be provided in the surface parking lot south side of the Ramsey Municipal Center, street parking on Sunwood Drive and in the adjacent Municipal Parking Ramp. LANDLORD will provide six (6) signed stalls in the surface parking lot on the south side of the Ramsey Municipal Center for "15 MINUTE PARKING". Parking for employees of TENANT shall be provided in the parking ramp only.

7. SIGNS:

- Any sign, lettering, picture, notice or advertisement installed on or in any part of the Leased Space and visible from the exterior of the Leased Space, or visible from the exterior of the Leased Space, must be approved in advance by LANDLORD and installed at TENANT'S expense. In the event of a violation of the foregoing by TENANT, LANDLORD may remove the same without any liability and may charge the expense incurred by such removal to TENANT. Notwithstanding the foregoing, LANDLORD agrees to permit TENANT, at TENANT'S expense to install an illuminated sign on the LANDLORD'S Municipal Parking Ramp or any future Highway 10 marquis sign installed by the City of Ramsey. The LANDLORD shall, at TENANT'S expense place directional signage on Sunwood Drive. The LANDLORD shall, at LANDLORD'S expense, place directional signage to the Leased Space within the Ramsey Municipal Center and Municipal Parking Ramp. Other than as provided herein, any signs installed on highway or street right of way shall be installed only with any necessary local regulatory agency approval.

8. ALTERATIONS, INSTALLATION, FIXTURES:

a. Except as hereinafter provided, TENANT shall not make any alternation, additions, or improvements in or to the Leased Space or add, disturb or in any way change any plumbing or wiring therein without the prior written consent of LANDLORD. In the event alterations are required by any governmental agency by reason of the use and occupancy of the Leased Space by TENANT, TENANT shall make such alterations at its own cost and expense after first obtaining LANDLORD'S approval of plans and specifications therefore and furnishing such indemnification as LANDLORD may reasonably require against liens, costs, damages and expenses arising out of such alterations. Alterations or additions by TENANT must be built in compliance with all laws, ordinances and governmental regulations affecting the Leased Space and TENANT shall warrant to LANDLORD that all such alterations, additions, or improvements shall be in strict compliance with all relevant laws, ordinances, governmental regulations, and

insurance requirements. Construction of such alterations or additions shall commence only upon TENANT obtaining and exhibiting to LANDLORD the requisite approvals, licenses and permits and indemnification against liens. All alterations, installations, or improvements to the Leased Space made by TENANT shall at the option of LANDLORD become the property of LANDLORD and shall be either removed by TENANT at TENANT's sole cost or surrendered to LANDLORD upon the termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture owned by TENANT which may be removed by TENANT at the end of the term if this Lease of TENANT is not then in default.

9. INFORMATION TECHNOLOGY (IT):

(a) TENANT will provide no less than a T1 (or greater appropriate level of infrastructure), to include PRI and data, and its own phone system and computers/servers to facilitate its operations. TENANT will pay direct cost of T1 (or greater), phone system, and computers/servers to facilitate its operations.

(b) LANDLORD will provide 24X7 access to "Information Technology Center" and DMark Room within the Ramsey Municipal Center. LANDLORD and TENANT agree to develop and abide by a security agreement regarding the 24X7 access to LANDLORD's Information Technology Center and DMark Room. LANDLORD's IT Manager will assist in coordinating data and phone connections upon TENANT's move-in, not to exceed eight (8) hours, included in the Base Rent cost. Additional work requested by TENANT for LANDLORD's IT Manager will be billed at the LANDLORD's billable hourly rate for its IT Manager. TENANT will provide all technology support for its own operations.

10. LEASED SPACE SECURITY:

LANDLORD will assist in facilitating Leased Space and common area security needs of TENANT. Costs of security improvements to support TENANT's operations, such as cameras, recording equipment, or additional panic alarm systems will be paid by TENANT. LANDLORD will provide security badges for door access to TENANT's employees as well as access to LANDLORD's current panic alarm system. LANDLORD'S Police Department will respond to LANDLORD's current panic alarm system when activated by TENANT'S EMPLOYEES consistent with that response provided to LANDLORD's employee's activation of said panic alarm system. TENANT's employee may elect to activate LANDLORD's panic alarm system which system is intended for use during normal business hours to provide police presence in the event of non-life threatening emergency situations such as unruly customers and or threatening work place events. For ALL OTHER Emergency events TENANT's employees shall of course use the 911 emergency services system.

11. CONSTRUCTION OF IMPROVEMENTS/POSSESSION

(a) **LANDLORD'S Work.** The parties acknowledge that the Leased Space has not been constructed. LANDLORD agrees to construct the improvements to the Leased Space as generally depicted in Exhibit A ("Improvements") LANDLORD shall retain an architect of LANDLORD's choice to prepare plans and specifications for the construction of Improvements and an estimate of the cost to construct the Improvements. The plans and specifications for the construction of the Improvements shall conform to all applicable governmental statutes,

ordinances, regulations and codes. LANDLORD shall not seek bids/Quotes for the Construction of the Improvements until the plans and specifications have been approved by TENANT. Upon approval by TENANT, LANDLORD shall obtain bids/quotes for the construction of the Improvements according to the approved plans and specifications. If the bids/quotes come in higher than budgeted by TENANT, then LANDLORD and LANDLORD's Architect shall work with TENANT to revise the plans and specifications so that the cost of construction of the Improvements is within TENANT's budget. LANDLORD shall not award and enter into a contract to construct the Improvements without approval from TENANT.

(b) CONSTRUCTION. At such time as the LANDLORD has received bids/quotes for the construction of the Improvements at a cost within the TENANT's budget, LANDLORD shall enter into appropriate agreements with the contractor and cause the construction of the Improvements to the Leased Space in accordance with the approved plans and specifications, which shall be completed by not later than June 14, 2010 ("Turnover Date"). TENANT shall have at a minimum ten (10) days between the Turnover Date and the Commencement Date to prepare the Lease Space for occupancy. If the Turnover Date is different than specified above, then LANDLORD shall give TENANT at least five (5) days notice of the new Turnover Date.

(c) ACCEPTANCE OF LEASED SPACE. Within thirty (30) days of the Turnover Date, TENANT, in its reasonable discretion, shall notify LANDLORD in writing of any defects or deficiencies found in the construction of the Improvements ("Punch List Notice"). Failure of TENANT to submit the Punch List Notice within such thirty (30) day period shall be deemed approval by TENANT of the condition of the Leased Space, an acknowledgment that all Improvements have been satisfactorily completed and acceptance of the Leased Space in its "AS IS" condition. If TENANT provides a Punch List Notice to LANDLORD, TENANT shall nevertheless be deemed to have accepted the Leased Space, as of the Turnover Date, in its "AS IS" condition, except for any items listed in such Notice. Notwithstanding the foregoing to the contrary, if, within one hundred eighty (180) days after the Commencement Date, TENANT, in its reasonable discretion, determines that Improvements have not been constructed in substantial conformance with the approved plans and specifications, TENANT shall notify LANDLORD in writing of any defects or deficiencies found in the Improvements ("180 Day Notice"). Failure of TENANT to submit the 180 Day Notice on or before the end of such one hundred eighty (180) day period shall be deemed approval by TENANT of the condition of the Improvements, an acknowledgment that all LANDLORD's Work has been satisfactorily completed and acceptance of the Improvements in its "AS IS" condition, except for any items listed in the Punch List Notice which have yet to be completed. Upon receipt of the Punch List Notice and/or the 180 Day Notice, LANDLORD shall complete, correct and/or repair all items set forth in such notices, other than those which LANDLORD reasonably disputes, within a reasonable time. If LANDLORD and TENANT are unable to reach an agreement regarding any items on either of the notices, they shall meet within ten (10) days after request by either party at a mutually acceptable time and place to attempt, in good faith, to resolve the dispute. If the matter cannot be resolved at such meeting, LANDLORD's Architect shall act as the final arbitrator regarding said items. Delivery of the Punch List Notice shall not postpone the Turnover Date, the Commencement Date nor the obligation of TENANT to pay Rent.

(d) Delayed Turnover Date. If the Turnover Date is established as any date other than the date specified in Section 11 (b), LANDLORD shall confirm such date to TENANT in writing delivered to TENANT at least five (5) days prior to the adjusted Turnover Date. In the event of

any delays in the Turnover Date, LANDLORD shall cause the completion of the work to occur as soon as possible. Any such delays shall not affect the validity of this Lease nor be considered a failure to deliver the Leased Space to TENANT by the date referenced in Section 11 (b). LANDLORD acknowledges and agrees that time is of the essence for completion of the Improvements, therefore, if LANDLORD is unable to give possession of the Leased Space to TENANT by June 30, 2010 because construction of Improvements have not been sufficiently completed to make the Leased Space Ready for Turnover or for any other reason, excluding *Force Majeure*, LANDLORD shall give TENANT, as liquidated damages, a rent credit of one (1) days Rent for each and every calendar day LANDLORD fails to give possession of the Leased Space to TENANT. Failure to give possession by the date referenced in Section 11 (b), shall in no way affect the validity of this Lease Agreement or the obligations of TENANT hereunder, except that if LANDLORD extends the Turnover Date beyond July 31, 2010, TENANT shall have the right, upon written notice to LANDLORD, to cancel this Lease Agreement and all monies TENANT has provided LANDLORD hereunder shall be refunded to TENANT within ten (10) business days from the time TENANT gives written notice to LANDLORD of such cancellation, unless all or part of such delay is reasonably attributable to actions or omissions on the part of TENANT. In the case of a delay due to a *Force Majeure*, the construction schedule shall be extended one (1) day for each one (1) day of delay.

(e) Payment for construction of improvements

(1) "Construction Costs" is defined as the cost to construct the Improvements, including construction of the HVAC, electrical, flooring, carpentry construction and finish of the walls/doors/millwork, and security of doors and normal architectural and construction management/administration costs necessary for TENANT's use and occupancy of the Office Space. Notwithstanding the foregoing, Construction Costs shall not include the cost to construct the east wall of the Office Space, the security door, costs relating to mechanical work and LANDLORD's staff time or legal fees.

(2) LANDLORD shall pay \$55,000.00 for the cost of construction of the Improvements ("LANDLORD's Costs"). TENANT shall be responsible for payment of the difference between the Construction Costs and the LANDLORD Costs.

(3) Upon LANDLORD's award of the contract to construct the Improvements, TENANT shall pay LANDLORD 90% of the difference between the Construction Costs and the LANDLORD Costs. The remaining balance shall be paid by TENANT to LANDLORD upon the satisfactory completion of all items in the Punch List Notice.

(f) Herman-Miller Furniture

LANDLORD shall provide at no cost to the TENANT, Herman-Miller furnishings for the two offices (Room Nos. F133 and F134); Dealer processing work area and the safe area as depicted in the attached Exhibit E.

12. USE:

The Leased Space shall be used and occupied by TENANT solely for the purposes of commercial office space for the TENANT'S License Center Facility and such use by TENANT shall at all times be in full compliance with all applicable laws, ordinances and governmental regulations affecting the Leased Space. The Leased Space shall not be used in such manner that, in accordance with any requirement of law or of any public authority, LANDLORD shall be obligated on account of the purpose or manner of said use to make any addition or alteration to

or in the Leased Space. The Leased Space shall not be used in any manner which will increase the rates required to be paid for public liability or for fire and extended coverage insurance covering the Leased Space. TENANT shall occupy the Leased Space, conduct its business and control its agents, and employees in such a way as is lawful, and reputable and will not permit or create any nuisance, noise, odor, or otherwise interfere with, annoy or disturb any other occupant in the Leased Space in its normal business operations or LANDLORD in its management of the Leased Space. TENANT's use of the Leased Space shall conform to all LANDLORDS' rules and regulations relating to the use of the Leased Space as listed on Exhibit D attached hereto. Notwithstanding anything herein to the contrary, during the term of this Lease Agreement TENANT shall have the right to place an ATM machine within the Leased Space at the location indicated in Exhibit A. TENANT shall be responsible for securing and paying for any telecommunication lines needed for the ATM.

13. ACCESS TO LEASED SPACE:

The TENANT agrees to permit LANDLORD and the authorized representatives of LANDLORD to enter the Leased Space at all times during usual business hours for the purpose of inspecting the same and performance of janitorial services and making any necessary repairs to the Leased Space and performing any work therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the Board of Fire Underwriters or any similar body or that LANDLORD may deem necessary to prevent waste or deterioration in connection with the Leased Space. Nothing herein shall imply any duty upon the part of LANDLORD to do any such work which, under any provision of this Lease, TENANT may be required to perform and the performance thereof by LANDLORD shall not constitute a waiver of TENANT's default in failing to perform the same. The LANDLORD may, during the progress of any work in the Leased Space, keep and store upon the Leased Space all necessary materials, tools and equipment. The LANDLORD shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage of TENANT by reason of making repairs or the performance on any work in the Leased Space, or on account of bringing materials, supplies and equipment into or through the Leased Space during the course thereof and the obligations of TENANT under this Lease shall not thereby be affected in any manner whatsoever.

LANDLORD reserves the right to enter upon the Leased Space at any time in the event of an emergency and at reasonable hours to exhibit the Leased Space to prospective TENANT's and to display "For Lease" or similar signs on windows or doors in the Leased Space during the last one hundred eighty (180) days of the term of this Lease, all without hindrance or molestation by TENANT. Other than regular cleaning and maintenance as provided for herein, LANDLORD shall, when possible provide notice to TENANT prior to entering the Leased Space. If it is not practical to provide prior notice of entry, LANDLORD shall within 24 hours of such entry provide written documentation to TENANT of any such entry, including such information as why it was not practical to notify TENANT, the names of the persons entering the Leased Space and the date and time that entry was made to the Leased Space.

14. DAMAGE OR DESTRUCTION:

In the event of any damage or destruction to the Leased Space by fire or other cause during the term hereof, the following provisions shall apply:

a. **Significant Damages.** If the Leased Space is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by LANDLORD, will equal or exceed thirty percent (30%) of the replacement value of the Leased Space (exclusive of foundations) just prior to the occurrence of the damage, then LANDLORD may, no later than the sixtieth (60th) day following the damage, give TENANT written notice of LANDLORD's election to terminate this Lease.

b. **Date of Termination.** In the event LANDLORD elects to terminate this Lease, it shall be deemed to terminate on the date of the occurrence of damage or destruction and all rentals shall be paid up to that date. TENANT shall have no claim against LANDLORD for the value of any unexpired term of this Lease except for prepaid rent.

Notwithstanding anything contained in this paragraph 15 to the contrary, LANDLORD shall only be obligated to restore the Leased Space to the extent of the insurance proceeds actually received, but if the insurance proceeds actually received do not permit LANDLORD to restore the Leased Space, LANDLORD shall so notify TENANT and either LANDLORD or TENANT may terminate this Lease by written notice given within 60 days after LANDLORD's notice. If LANDLORD restores the Leased Space in accordance with the provisions of this Section, then TENANT shall not have any right to terminate this Lease because of such damage pursuant to (i) any common law rights, (ii) Minnesota Statutes §504.131 as now in effect or as it may be hereafter amended or supplemented, or (iii) any comparable right established by a similar statute.

15. CASUALTY INSURANCE:

a. **LANDLORD and TENANT Obligations.** LANDLORD shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance with premiums paid in advance issued by an insurance company licensed to do business in the State of Minnesota insuring the Leased Space against loss or damage by fire, explosion or other insurable hazards and contingencies for the full insurance value, provided that LANDLORD shall not be obligated to insure any furniture, equipment, machinery, goods or supplies not covered by this Lease which TENANT may bring upon the Leased Space or any additional improvements which TENANT may construct or install on the Leased Space. TENANT shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance with premiums paid in advance issued by an insurance company licensed to do business in the State of Minnesota insuring its property of whatever nature against loss or damage by fire, explosion or other insurable hazards and contingencies for the full insurable value of said TENANT's property, including TENANT's improvements to the Leased Space and TENANT's personal Property.

b. **TENANT Restriction.** TENANT shall not carry any stock of goods or do anything in or about the Leased Space which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.

c. **Waiver of Liability.** LANDLORD hereby waives and releases all claims, liabilities and causes of action against TENANT and its agents, servants and employees for loss or damage to, or destruction of, the Leased Space or any portion thereof, including the buildings and other improvements situated thereon, resulting from fire, explosion and other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. Likewise, TENANT hereby waives and releases all claims, liabilities and

causes of action against LANDLORD and its agents, servants and employees for loss or damage to, or destruction of, any of the improvements, fixtures, equipment, supplies, merchandise and other Leased Space, whether that of TENANT or of others, upon or about the Leased Space resulting from fire, explosion or the other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. The waiver shall remain in force whether or not TENANT's insurer shall consent thereto.

d. **TENANT Payment.** In the event that the use of the Leased Space by TENANT increases the premium rate for insurance carried by LANDLORD, TENANT shall pay LANDLORD, upon demand, the amount of such premium increase. If TENANT installs any electrical equipment that overloads the power lines to the building or its wiring, TENANT shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriter, insurance rating bureau and governmental authorities having jurisdiction.

16. PUBLIC LIABILITY INSURANCE:

This section is intentionally left blank.

17. PROPERTY TAXES:

Currently the Ramsey Municipal Center is tax exempt and is not subject to ad valorem real estate taxes. This Lease Agreement is entered into under the assumption that the lease of the Leased Space will not result in the imposition of ad valorem real estate taxes. If at any time during the term of this lease the Leased Space becomes subject to ad valorem real estate taxes as a result of TENANT's occupancy or as a result of a change in state law, TENANT shall pay its pro rata share of property taxes to LANDLORD as additional rent.

18. COVENANT NON-COMPETE:

As an inducement and consideration to TENANT to enter into this License Agreement LANDLORD shall not directly or indirectly engage in the services currently provided by the Anoka County License Center and for the provision of passport services in the future. LANDLORD agrees to consider future lease space for passport office near the Leased Space.

19A. DEFAULT OF TENANT:

a. **Failure to Pay Rent.** In the event of any failure of TENANT to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by TENANT for more than 20 days after written notice of such failure shall have been given to TENANT, or if TENANT or an agent of TENANT shall falsify any report required to be furnished to LANDLORD pursuant to the terms of this Lease, or if TENANT shall be in default hereunder, LANDLORD, in addition to other rights of remedies it may have, shall have the immediate right of re-entry and may remove all personal property from the Leased Space and such personal property be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of TENANT, all without service of notice or resort to legal process and without being guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

b. **LANDLORD's Rights.** Should LANDLORD elect to re-enter the Leased Space, as herein provided, or should it take possession of the Leased Space pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Space, and relet the Leased Space or any part thereof upon such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as LANDLORD in its sole discretion may deem advisable. Upon each such subletting all rentals received by LANDLORD from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from TENANT to LANDLORD; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and costs of such alterations and repairs; third, to the payment of the rent due and unpaid payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by TENANT hereunder, possession of the Leased Space by LANDLORD shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to TENANT or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, LANDLORD may at any time after such re-entry and reletting elect to terminate this Lease for any such breach, in addition to any other remedies it may have, it may recover from TENANT all damages it may incur by reason of such breach, including the cost of recovering the Leased Space, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term, minus the amount of rental loss which TENANT proves could have been reasonably avoided, all of which amounts shall be immediately due and payable from TENANT to LANDLORD. LANDLORD shall also be entitled to any other amounts necessary to compensate LANDLORD for all detriment proximately caused by TENANT's failure to comply with the requirements of this Lease.

c. **LANDLORD May Cure Default.** LANDLORD may, at its option, instead of exercising any other rights or remedies available to it in this Lease or otherwise by law, statute or equity spend such money as is reasonably necessary to cure any default of TENANT herein and the amount so spent, and costs incurred, including attorney's fees incurring such default, shall be paid by TENANT, and additional rent, upon demand.

d. **TENANT Payment.** In the event suit shall be brought for recovery of possession of the Leased Space, for the recovery of rent of any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of TENANT to be kept or performed, and a breach shall be established, TENANT shall pay to LANDLORD all expenses incurred therefore, including a reasonable attorney's fee, together with interest on all such expenses at a reasonable the rate of interest from the date of such breach of the covenants of this Lease.

e. **Waiver of Rights of Redemption.** TENANT hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of TENANT being evicted or dispossessed for any cause, or in the event of LANDLORD obtaining possession of the Leased Space, by reason of the violation by TENANT of any of the covenants or conditions of this Lease, or otherwise. TENANT also waives any demand for possession of the Leased Space, and any demand for payment of rent and any notice of intent to re-enter the

Leased Space, or of intent to terminate this Lease, other than the notices above provided in this paragraph, and waives any and every other notice or demand prescribed by any applicable statutes or laws.

f. **No Exclusive Remedy.** No remedy herein or elsewhere in this Lease or otherwise by law, statute or equity, conferred upon or reserved to LANDLORD or TENANT shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise.

19B. DEFAULT OF LANDLORD:

LANDLORD Payment. In the event suit shall be brought for by the TENANT because of the breach of any covenant herein contained on the part of LANDLORD to be kept or performed, and a breach shall be established, LANDLORD shall pay to TENANT all expenses incurred therefore, including a reasonable attorney's fees, together with interest on all such expenses at a reasonable rate of interest from the date of such breach of the covenants of this Lease.

20. INDEMNITY & HOLD HARMLESS:

Subject to exceptions and limitations provided by law, including but not limited to those contained in Minnesota Statutes, Chapter 466, TENANT shall indemnify, protect, defend and hold LANDLORD and each of its respective officers and employees harmless from and against every demand, claim, cause of action, judgment and expense, including, but not limited to, reasonable attorney's fees and disbursements of counsel, whether suit is initiated or not, and all loss and damage arising from the negligent acts of the TENANT, TENANT's affiliates or any of its employees from: (a) any injury, loss or damage to the person or property of TENANT, or to any other person rightfully in the Leased Space, (i) occurring in or about the Leased Space, or (ii) resulting from the violation of any legal requirements or the provisions of this Lease by TENANT, or TENANT's affiliates or any of their respective employees, representatives, agents or contractors; (b) any loss or damage, however caused, to books, records, computer or other electronic equipment or data or media, files, artwork, money, securities, negotiable instruments or papers in the Leased Space; or (c) any loss or damage resulting from interference with or obstruction of deliveries to or from the Leased Space caused by TENANT or TENANT's affiliates or any of their respective employees, representatives, agents or contractors. All property kept, maintained or stored on the Leased Space shall be so kept, maintained or stored at the sole risk of TENANT. If any mechanic's lien is filed against any part of the Leased Space for work claimed to have been done for, or materials claimed to have been furnished to TENANT, such mechanic's lien shall be discharged by TENANT within ten (10) days thereafter, at TENANT's sole cost and expense, by the payment thereof or by making any deposit required by law or by posting a bond with such surety, in such amount and in such form as LANDLORD deems proper. TENANT shall immediately notify LANDLORD of any mechanic's lien or other lien filed against the Leased Space or any part thereof by a contractor or subcontractor of TENANT or otherwise by reason of work claimed to have been done for or materials claimed to have been furnished to TENANT. If TENANT fails to remove such lien or post such bond within the ten (10) day period following the filing thereof, LANDLORD may, at its sole discretion and without waiving its right and remedies based on such breach by TENANT and without releasing TENANT from any of its obligations, cause such lien to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such

lien. TENANT shall, in such event, pay to LANDLORD at once, upon notice by LANDLORD, any sum paid by LANDLORD to remove such lien, together with interest at a reasonable rate from the date of such payment by LANDLORD. LANDLORD shall have the right at all times to post and keep posted on the Leased Space any notices permitted or required by applicable law, or that LANDLORD shall deem proper for the protection of LANDLORD, the Leased Space, the property of and any other party having an interest therein, from liens. All material suppliers, contractors, artisans, mechanics, laborers and other parties contracting with TENANT for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Leased Space are hereby charged with notice that they must look solely to TENANT for payment of the same and TENANT's purchase orders, contracts and subcontracts in connection therewith must clearly state this requirement.

21. NON-LIABILITY:

Subject to the terms and conditions of paragraph 15 hereof, LANDLORD shall not be liable for damage to any property of TENANT or of others located on the Leased Space, or of others by theft or otherwise. Except when caused by the negligent act of the LANDLORD, its employees, contractors and/or agents, LANDLORD shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Space or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Except when caused by the negligent act of the LANDLORD, its employees, contractors and/or agents, LANDLORD shall not be liable for any such damage caused by TENANTS or persons in the Leased Space, occupants of adjacent property, of the buildings, or the public or caused by operations in connection of any private, public or quasi-public work. LANDLORD shall not be liable for any latent defect in the Leased Space. All property of TENANT kept or stored on the Leased Space shall be so kept or stored at the risk of TENANT only and TENANT shall hold LANDLORD harmless from any claims arising out of damage to the same, including subrogation claims by TENANT's insurance carrier.

22. ASSIGNMENT OR SUBLETTING:

TENANT agrees to use and occupy the Leased Space throughout the entire term hereof for the purpose or purposes herein specified and for no other purposes, in the manner and to substantially the extent now intended; and not to assign, sublet, license, concession or otherwise transfer this Lease or TENANT's rights in the Leased Space, or any part thereof, whether by voluntary act, operation of law, or otherwise, without obtaining the prior written consent of LANDLORD in each instance. TENANT shall seek such consent of LANDLORD by a written request therefore, setting forth such information as LANDLORD may deem necessary. LANDLORD agrees not to withhold consent unreasonably. Consent by LANDLORD to any assignment of this Lease or to any subletting of the Leased Space shall not be a waiver of LANDLORD's rights under this paragraph as to any subsequent assignment or subletting. LANDLORD's rights to assign this Lease are and shall remain unqualified. No such assignment or subleasing shall relieve TENANT from any of TENANT's obligations in this Lease contained, nor shall any assignment or sublease or other transfer of this Lease be effective unless the assignees, subtenant or transferee shall at the time of such assignment, sublease or transfer, assume in writing for the benefit of LANDLORD, its successors or assigns, all of the terms, covenants and conditions of this Lease thereafter to be performed by TENANT and shall agree in

writing to be bound thereby. Should TENANT sublease in accordance with the terms of this Lease, fifty percent (50%) of any increase in rental received by TENANT over the per square foot rental rate which is being paid by TENANT shall be forwarded to and retained by LANDLORD, which increase shall be in addition to the Base Rent and Additional Rent due LANDLORD under this Lease. NOTWITHSTANDING the preceding, this paragraph 23 is NOT applicable to those Boat and RV Storage Contracts which TENANT enters into with individual owners for the storage of boat and or RV equipment at the Leased Space

23. ATTORNMENT:

In the event of any sale, transfer or assignment of LANDLORD's interest in the Leased Space, or this Lease, or if the Leased Space comes into custody or possession of a mortgagee or any other party whether because of a mortgage foreclosure, or otherwise, TENANT shall attorn to such assignee or other party and recognize such party as LANDLORD hereunder; provided, however, TENANT's peaceable possession will not be disturbed so long as TENANT faithfully performs its obligations under this Lease. TENANT shall execute, on demand, any attornment agreement required by any such party to be executed, containing such provisions and such other provisions as such party may require.

24. NOVATION IN THE EVENT OF SALE:

In the event of the sale of the Leased Space, LANDLORD shall be and hereby is relieved of all of the covenants and obligations created hereby accruing from and after the date of sale, and such sale shall result automatically in the purchaser assuming and agreeing to carry out all the covenants and obligations of LANDLORD herein. Notwithstanding the foregoing provisions of this paragraph, LANDLORD, in the event of a sale of the Leased Space, shall cause to be included in the agreement of sale and purchase a covenant whereby the purchaser of the Leased Space assumes and agrees to carry out all of the covenants and obligations of LANDLORD herein.

The TENANT agrees at any time and from time to time upon not less than ten (10) days prior written request by LANDLORD to execute, acknowledge and deliver to LANDLORD a statement in writing certifying that this Lease is unmodified and in full force and effect as modified and stating the modifications, and the dates to which the basic rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the fee or mortgagee or assignee of any mortgage upon the fee of the Leased Space. In the event that TENANT fails to execute and return the estoppel certificate within such ten (10) day period, the holder of such encumbrance shall be entitled to rely, as against the TENANT, that: (i) this Lease is in full force and effect, without amendment except as specified by the LANDLORD, (ii) TENANT has no offsets against rent nor any defenses to TENANT's performance under this Lease, (iii) TENANT has no right to any offset or defenses to the payment of rent, and (iv) TENANT has not paid any rental under this Lease more than six months in advance.

25. SUCCESSORS AND ASSIGNS:

The terms, covenants and conditions hereof shall be binding upon and inure to the successors and assigns of the parties hereto.

26. REMOVAL OF FIXTURES:

Notwithstanding anything contained in paragraph 8, paragraph 32 or elsewhere in this Lease, if LANDLORD requests then TENANT will promptly remove at the sole cost and expense of TENANT all fixtures, equipment and alterations made by TENANT simultaneously with vacating the Leased Space and TENANT will promptly restore the Leased Space to the condition that existed immediately prior to said fixtures, equipment and alterations having been made all at the sole cost and expense of TENANT.

27. QUIET ENJOYMENT:

LANDLORD warrants that it has full right to execute and to perform this Lease and to grant the estate demised, and that TENANT, upon payment of the rents and other amounts due and the performance of all the terms, conditions, covenants and agreements on TENANT's part to be observed and performed under this Lease, may peaceably and quietly enjoy the Leased Space for the business uses permitted hereunder, subject, nevertheless, to the terms and conditions of this Lease.

28. RECORDING:

TENANT shall not record this Lease without the written consent of LANDLORD. However, upon the request of either party hereto, the other party shall join in the execution of the Memorandum lease for the purposes of recordation. Said Memorandum lease shall describe the parties, the Leased Space and the term of the Lease and shall incorporate this Lease by reference.

29. OVERDUE PAYMENTS:

All monies due under this Lease from TENANT to LANDLORD shall be due on demand, unless otherwise specified and if not paid when due, shall result in the imposition of a service charge for such late payment in the amount of five percent (5%) of the amount due.

30. SURRENDER:

On the Expiration Date or upon the termination hereof upon a day other than the Expiration Date, TENANT shall peaceably surrender the Leased Space broom-clean in good order, condition and repair, reasonable wear and tear only excepted. On or before the Expiration Date or upon termination of this Lease on a day other than the Expiration Date, TENANT shall, at its expense, remove all trade fixtures, personal property and equipment and signs from the Leased Space and any not removed shall be deemed to have been abandoned. Any damage caused in removal of such items shall be repaired by TENANT and at its expense. All alterations, additions, improvements and fixtures (other than trade fixtures) which shall have been made or installed by LANDLORD or TENANT upon the Leased Space and all floor covering so installed shall at the option of LANDLORD remain upon and be surrendered with the Leased Space as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration or termination of this Lease. If the Leased Space is not surrendered on the Expiration Date or the date of termination, TENANT shall indemnify LANDLORD against loss or liability, claims, without limitation, made by any succeeding TENANT founded on such delay. TENANT shall promptly surrender all keys for the Leased Space to LANDLORD at the place then fixed for

payment of rent and shall inform LANDLORD of combinations of any locks and safes on the Leased Space.

31. HOLDING OVER:

In the event of a holding over by TENANT after expiration or termination of this Lease without the consent in writing of LANDLORD, TENANT shall be deemed a TENANT at sufferance and shall pay rent for such occupancy at the rate of twice the lease-current aggregate Base and Additional Rent, prorated for the entire holdover period, plus all attorney's fees and expenses incurred by LANDLORD in enforcing its rights hereunder, plus any other damages occasioned by such holding over. Except as otherwise agreed, any holding over with the written consent of LANDLORD shall constitute TENANT as a month-to-month TENANT.

32. ABANDONMENT:

In the event TENANT shall remove its fixtures, equipment or machinery or shall vacate the Leased Space or any part thereof prior to the Expiration Date of this Lease, or shall discontinue or suspend the operation of its business conducted on the Leased Space for a period of more than thirty (30) consecutive days (except during any time when the Leased Space may be rendered uninhabitable by reason of fire or other casualty), then in any such event TENANT shall be deemed to have abandoned the Leased Space and TENANT shall be in default under the terms of this Lease.

33. CONSENTS BY LANDLORD:

Whenever provision is made under this Lease for TENANT securing the consent or approval by LANDLORD, such consent or approval shall only be in writing.

34. NOTICES:

Any notice required or permitted under this Lease shall be deemed sufficiently given or secured if sent by registered or certified return receipt mail to TENANT at County Administrator, Anoka County Government Center, 2100 3rd Avenue, Anoka, MN 55303, and to LANDLORD at the address then fixed for the payment of rent as provided in paragraph 2 of this Lease, and either party may by like written notice at any time designate a different address to which notices shall subsequently be sent or rent to be paid.

35. RULES AND REGULATIONS:

TENANT shall observe and comply with the rules and regulations as LANDLORD may prescribe and as listed on Exhibit D attached hereto, on written notice to TENANT for the safety, care and cleanliness of the Leased Space.

36. INTENT OF PARTIES:

Except as otherwise provided herein, TENANT covenants and agrees that if it shall any time fail to pay any such cost or expenses, or fail to take out, pay for, maintain or deliver any of the insurance policies above required, or fail to make any other payment or perform any other act on its part to be made or performed as in this Lease provided, then LANDLORD may, but shall not

be obligated so to do, and without notice to or demand upon TENANT and without waiving or releasing TENANT from any obligations of TENANT in this Lease contained, pay any such cost or expense, effect any such insurance coverage and pay premiums therefore, and may make any other payment or perform any other act on the part of TENANT to be made and performed as in this Lease provided, in such manner and to such extent as LANDLORD may deem desirable, and in exercising any such right, to also pay all necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorney's fees. All sums so paid by LANDLORD and all necessary and incidental costs and expenses in connection with the performance of any such act by LANDLORD, together with interest thereon at the a reasonable rate from the date of making of such expenditure, by LANDLORD, shall be deemed Additional Rent hereunder, and shall be payable to LANDLORD on demand. TENANT covenants to pay any such sum or sums with interest as aforesaid and LANDLORD shall have the same rights and remedies in the event of the non-payment thereof by TENANT as in the case of default by TENANT in the payment of the Base Rent payable under this Lease.

37. GENERAL:

a. **LANDLORD TENANT Relationship.** This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between LANDLORD and TENANT, the sole relationship between the parties hereto being that of LANDLORD and TENANT.

b. **Effect of Waivers.** No waiver of any default of TENANT hereunder shall be implied from any omission by LANDLORD to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by LANDLORD shall not then be construed as a wavier of a subsequent breach of the same covenant, term or condition. The consent to or approval by LANDLORD of any act by TENANT requiring LANDLORD's consent or approval shall not waive or render necessary LANDLORD's consent to or approval of any subsequent similar act by TENANT. No action required or permitted to be taken by or on behalf of LANDLORD under the terms or provisions of this Lease shall be deemed to constitute an eviction or disturbance of TENANT's possession of the Leased Space. All preliminary negotiations are merged into and incorporated in this Lease. The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease.

c. **Entire Agreement.** This Lease and the exhibits, if any, attached hereto and forming a part hereof, constitute the entire agreement between LANDLORD and TENANT affecting the Leased Space and there are no other agreements, either oral or written, between them other than are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon LANDLORD or TENANT unless reduced to writing and executed in the same form and manner in which this Lease is executed.

d. **Enforceability of Provisions.** If any agreement, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such agreement, covenant or condition to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby and each agreement, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

38. NO WASTE OR NUISANCE AND COMPLIANCE WITH LAWS:

a. **Leased Space Use.** The Leased Space shall be used by and/or at the sufferance of TENANT only for the purpose set forth in paragraph 12 above and for no other purposes. TENANT shall not use or permit the use of the Leased Space in any manner that will tend to create waste or a nuisance. TENANT, its employees and all persons visiting or doing business with TENANT in the Leased Space shall be bound by and shall observe the reasonable rules and regulations as listed on Exhibit D attached hereto, made by LANDLORD relating to the Leased Space, of which notice in writing shall be given to TENANT, and all such rules and regulations shall be deemed to be incorporated into and form a part of this Lease.

b. **Obey Laws.** TENANT covenants throughout the Lease Term; at TENANT's sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules and regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards, and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Leased Space are situated, or any other body now or hereafter created with jurisdiction over the Leased Space, and whether or not the same require structural repairs or alterations, which may be applicable to the Leased Space, or the use or manner of use of the Leased Space. TENANT will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the buildings and improvements on the Leased Space and the equipment thereof.

39. HAZARDOUS MATERIAL:

In the event any Hazardous material (hereinafter defined) is brought or caused to be brought into or onto the Leased Space by TENANT, TENANT shall handle any such material in compliance with all applicable federal, state and/or local regulations. For purposes of this paragraph, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, and so-called "Superfund" or "Super lien" law, or any federal, state or local statute, law, ordinance, code, rule, regulation, order, decree, regulation, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect. TENANT shall submit to LANDLORD on an annual basis copies of its approved hazardous materials communication plan, OSHA monitoring plan, and permits required by the Resource Recovery and Conservation Act of 1976, if TENANT is required to prepare, file or obtain any such plans or permits. TENANT will indemnify and hold harmless LANDLORD from any losses, liabilities, damages, costs or expenses (including reasonable attorney's fees) which LANDLORD may suffer or incur as a result of TENANT's introduction into or onto the Leased Space, of any Hazardous Material. This paragraph shall survive the expiration or sooner termination of this Lease.

40. CAPTIONS:

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent or any provision thereof.

41. ATTACHMENTS:

See the Exhibits attached hereto and made a part hereof.

<u>Exhibit</u>	<u>Description</u>
Exhibit A	Graphic Depiction of Leased Space
Exhibit B	Annual Rent Schedule
Exhibit C	CPI Index Formula
Exhibit D	Leased Space Rules and Regulations
Exhibit E	Herman-Miller Furniture

42. SUBMISSION:

Submission of this instrument to TENANT or proposed TENANT or its agents or attorneys for examination, review, consideration or signature does not constitute or imply an offer to lease, reservation of space, or option to lease, and this instrument shall have no binding legal effect until execution hereof by both LANDLORD/Owner and TENANT or its agents.

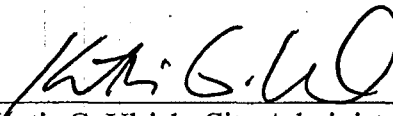
IN WITNESS WHEREOF, LANDLORD and TENANT have caused these presents to be executed in form and manner sufficient to bind them at law, as of the day and year first above written.

LANDLORD:

**CITY OF RAMSEY, a
Minnesota Municipal Corporation**

By: 
Bob Ramsey, Mayor

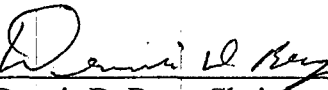
Dated: _____

By: 
Kurtis G. Ulrich, City Administrator


Dated: 3/9/10

TENANT:

COUNTY OF ANOKA

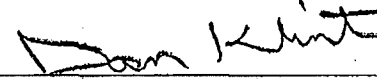
By: 
Dennis D. Berg, Chair
County Board of Commissioners

Dated: 3-8-2010

By: 
Terry L. Johnson
County Administrator

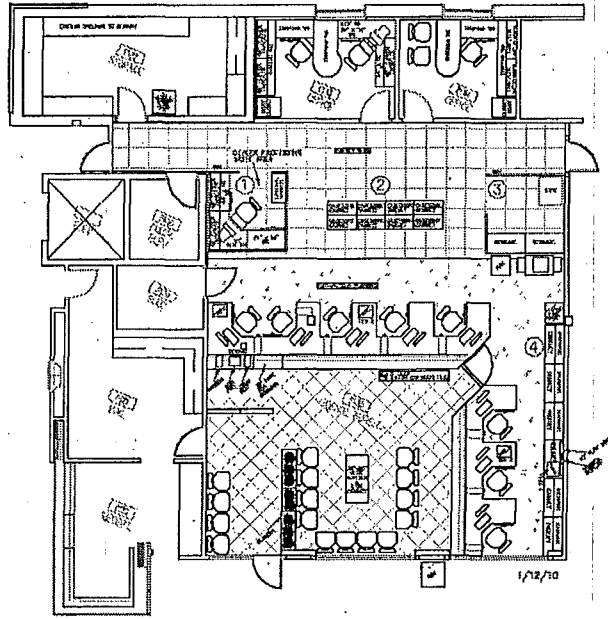
Dated: 3-8-2010

APPROVED AS TO FORM

By: 
Dan Klint
Assistant County Attorney

Dated: 3/5/10

EXHIBIT A
GRAPHIC DEPICTION OF LEASED SPACE



RAMSEY LICENSE BUREAU
PROJECT: 20-001-04
1/12/10

**EXHIBIT B
ANNUAL RENT SCHEDULE**

Term	Office Space Monthly Rent	CAM Space Monthly Rent	Total Rent Monthly Rent
July 1, 2010 – June 30, 2011	\$2,383.00	\$1,155.00	\$3,538.00
July 1, 2011 – June 30, 2012	\$2,430.66 ¹	² \$	42,456.13 ³ 85,484
July 1, 2012 – June 30, 2013	\$2,479.27		42,742 43,034
July 1, 2013 – June 30, 2014	\$2,528.86		43,094 + 43,331
July 1, 2014 – June 30, 2015	\$2,579.44		43,331 43,635
Option Term 1			43,635
July 1, 2015 – June 30, 2016	\$2,631.02		
July 1, 2016 – June 30, 2017	\$2,683.65		
July 1, 2017 – June 30, 2018	\$2,737.32		
July 1, 2018 – June 30, 2019	\$2,792.06		
July 1, 2019 – June 30, 2020	\$2,847.91		
Option Term 2			
July 1, 2020 – June 30, 2021	\$2,904.86		
July 1, 2021 – June 30, 2022	\$2,962.96		
July 1, 2022 – June 30, 2023	\$3,022.22		
July 1, 2023 – June 30, 2024	\$3,082.66		
July 1, 2024 – June 30, 2025	\$3,144.32		
Option Term 3			
July 1, 2025 – June 30, 2026	\$3,207.20		
July 1, 2026 – June 30, 2027	\$3,271.35		
July 1, 2027 – June 30, 2028	\$3,336.78		
July 1, 2028 – June 30, 2029	\$3,403.51		
July 1, 2029 – June 30, 2030	\$3,471.58		

¹ Office Space rent increases at a rate of 2% annually.

² CAM space rent adjusts up or down annually based on LANDLORD's actual Operating Expenses for previous one year term during the Initial Term and thereafter increased annually pursuant to the CPI index as described on attached Exhibit C.

³ Total monthly rent will be adjusted up or down based on Note 2.

EXHIBIT C

CPI INDEX FORMULA

The annual CAM rental rate for the first year following the Initial Term and each succeeding year of all Option Terms shall be increased to the annual CAM rental determined thereof by a formula as follows:

$$\text{CAM Rent} = (\text{CAM Rent}) + ((\text{IR} - \text{IL}) / \text{IL} \times \text{CAM Rent})$$

Definitions: IR is the Consumer Price Index for the month which is three (3) months immediately preceding the month in which the second year and each succeeding year commence.

IL is the Consumer Price Index for the month which is three (3) months immediately preceding the month in which the Option Term commenced.

"Consumer Price Index" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for Urban Wage Earners and Clerical Workers for All Items (CPI-W) - U.S. City average or shall mean the successor thereto. In the event the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of the rent for the second year and each succeeding year shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish the same, then with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by Prentice Hall, Inc., or any other nationally recognized publisher or similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as LESSOR and TENANT may agree upon shall be substituted for the Consumer Price Index, and if they are unable to agree, then such matter shall be submitted to arbitration in accordance with the then existing commercial rules of arbitration of the American Arbitration Association at the American Arbitration Association office nearest the LANDLORD.

EXHIBIT D
TO LEASE AGREEMENT
DATED _____, 2010

LEASED SPACE RULES AND REGULATIONS

1. Any sign, lettering, picture, notice or advertisement installed on or in any part of the Leased Space and visible from the exterior of the Leased Space, shall be installed at TENANT's sole cost and expense, and in such manner, character and style as LANDLORD may approve in writing. Anything herein to the contrary notwithstanding, approval as to signs shall be subject to LANDLORD's approval which may be withheld in LANDLORD's sole discretion. In the event of a violation of the foregoing by TENANT, LANDLORD may remove the same without any liability and may charge the expense incurred by such removal to TENANT.

2. TENANT assumes full responsibility for protecting the Leased Space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Leased Space closed and secured after normal business hours.

3. TENANT shall comply with all applicable federal, state and municipal laws, ordinances and regulations, and building rules and shall not directly or indirectly make any use of the Leased Space which may be prohibited by any of the foregoing or which may be dangerous to persons or Leased Space or may increase the cost of insurance or require additional insurance coverage.

4. The Leased Space shall not be used for cooking (as opposed to heating of food), lodging, sleeping or for any immoral or illegal purpose.

5. Unless expressly permitted by LANDLORD, no additional locks or similar devices shall be attached to any door or window and no keys other than those provided by LANDLORD shall be made for any door. If more than two keys for one lock are desired by TENANT, LANDLORD may provide the same upon payment by TENANT. Upon termination of this Lease or of TENANT's possession, TENANT shall surrender all keys of the Leased Space and shall explain to LANDLORD all combination locks on safes, cabinets and vaults.

6. The restrooms, drinking fountains and other plumbing fixtures shall not be used for any purpose other than for which they are constructed, and no sweepings, rubbish, rags, coffee grounds or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by TENANT who, or whose employees, agents have caused same. No person shall waste water by interfering or tampering with the faucets or otherwise.

7. TENANT shall be responsible for any damage to the building or the Leased Space caused by its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Leased Space, and shall make all repairs and improvements required by LANDLORD in connection with the use or moving of such articles.

8. Wherever in these Leased Space Rules and Regulations the word "TENANT" occurs, it is understood and agreed that it shall mean TENANT's employees, agents, clerks.

Wherever the word "LANDLORD" occurs, it is understood and agreed that it shall mean LANDLORD's employees, agents, clerks, and visitors.

9. LANDLORD shall have the right to enter upon the Leased Space at all reasonable hours for the purpose of inspecting the same.

10. LANDLORD shall have the right to enter the Leased Space at hours convenient to TENANT for the purpose of exhibiting the same to prospective TENANTS.

11. This section intentionally left blank.

12. Alterations of any nature to the Leased Space by TENANT costing in excess of \$3000.00 shall require written approval of LANDLORD. Such approval shall be at the sole discretion of LANDLORD. In the event of a violation of the foregoing by TENANT, LANDLORD may remove the same without any liability and may charge the expense incurred by such removal to TENANT.

13. TENANT and TENANT's employees, and agents shall observe faithfully and comply strictly with the foregoing rules and regulations and such other and further appropriate rules and regulations as LANDLORD or LANDLORD's agent may from time to time adopt which do include the attached three pages City of Ramsey FACILITY USE POLICY. Reasonable notice of any additional rules and regulations shall be given in such manner as LANDLORD may reasonably elect.

14. LANDLORD reserves the right at any time to rescind, alter or waive, in whole or in part, any of these Rules and Regulations when deemed necessary, desirable, or proper, in LANDLORD's judgment, for its best interest. TENANT reserves the right to refuse compliance with any subsequent additional rules and regulations added to those agreed to at the time of signing the Lease.

15. To the extent these rules are in conflict with the terms of the Lease, the terms of the Lease shall rule and govern.

CITY OF RAMSEY FACILITY USE POLICY

GENERAL FACILITY USE RULES:

The Ramsey Municipal Center is a state-of-the-art facility designed to reflect the latest architectural construction, mechanical designs and systems, and technology, at the same time, present a safe and pleasant work environment. The facility is intended to provide a professional work place from which staff can deliver effective and efficient public services to the community.

To maintain a clean, efficient and professional atmosphere within the Ramsey Municipal Center, the following general facility use rules are in place.

A. Smoking

1. Consistent with the Minnesota Clean Indoor Air Act and City of Ramsey Administrative Policy, smoking is not permitted on the Ramsey Municipal Center Campus, including the Municipal Parking Facility.

B. Food and Beverages

1. As a general rule, food and beverages are to be consumed whenever possible and practical in the break rooms and Alexander Ramsey Room.
2. Employees may consume drinks and snack food items in their designated work areas so long as it does not interfere or conflict with their job responsibilities. Appropriate care must be exercised to ensure that food and beverages brought to the employee's workspace are not spilled, causing damage to equipment or work product.
3. Employees eating meals in the facility are to do so in the break room unless their current work assignment or responsibilities require them to eat in a workspace area or there is a special circumstance.
4. All employees are required to clean up the break room areas following a meal, work break or consuming snacks and/or drinks. This includes:
 - a. Dirty dishes, eating utensils, pots, pans, cooking utensils, glasses, cups, etc. are to be washed and put away after the meal. If the dishwasher is full and needs to be washed, employees should take care to run the wash cycle. If the dishwasher is full of clean dishes employees should take care to unload and put away the dishes.
 - b. Employees using the stove, oven or microwave oven are to clean any spills or spray caused by the cooking of their food. Food being

cooked should be appropriately covered to prevent or minimize spilling and spraying.

5. Food may be cooked for employee consumption only in the break room.
6. Employees may store food and drinks in the refrigerators and freezers provided in the facility. All food and drinks are to be visibly marked on the container with the owner's identity and date.
 - a. Food and drinks subject to spoiling must be marked with the date they were placed in the refrigerator or freezer.
 - b. Obviously spoiled or contaminated food or drink will be thrown out. Food either unmarked with a date or past that date will be thrown out.
 - c. Periodic cleaning of refrigerators will be scheduled. Staff will be notified to remove their personal items from the refrigerators in advance of scheduled cleanings.

C. Paging System—The internal voice paging system, which is part of the phone system, is to be used in a business-like and professional manner at all times and is for departmental or work-related purposes only.

D. Posting of Visual Material—The posting of notices, articles, photographs, cartoons, caricatures, and humor-based materials not specifically related to bona fide and official organizations/issues, departmental matters, City of Ramsey matters or union business are prohibited unless specifically approved by the City Administrator. Postings will be placed on bulletin boards only and will have the posting employees name and date. No name on the posting will result in it being removed and discarded.

E. Facility Cleaning and Maintenance

1. A professional cleaning service on a contractual basis will be used for regular cleaning and interior maintenance. With few exceptions, all work areas will be unlocked so contract cleaning may be performed as scheduled. All cleaning and maintenance personnel must submit a criminal background check. Contract cleaning personnel are bonded and insured by the contracting firm.
2. Personnel finding maintenance or repair issues regarding the facility or its component equipment and systems are to report it to the Assistant City Administrator. If the issue is of an emergency nature, it should be immediately reported to the Building Maintenance Supervisor.

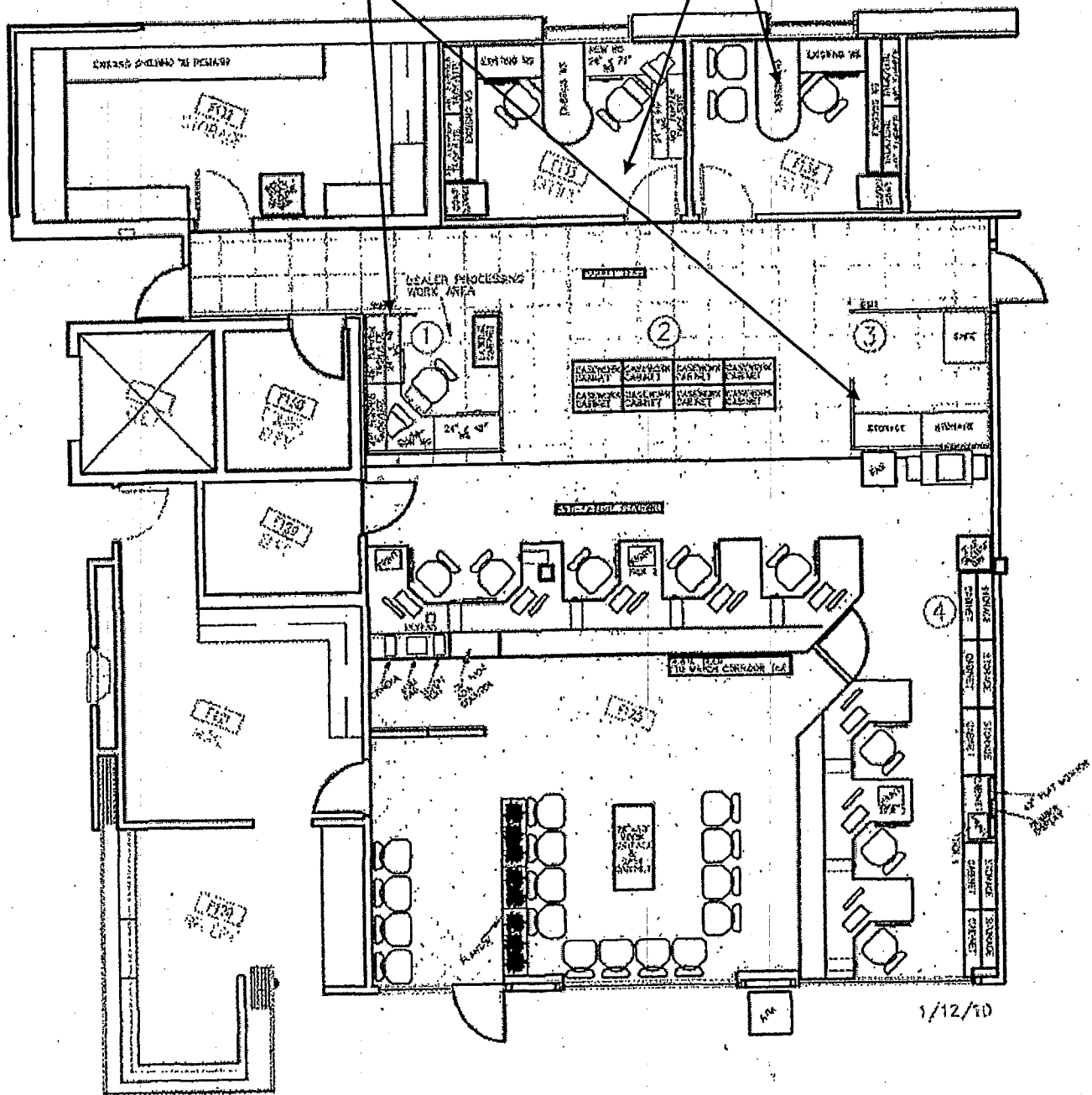
F. Aesthetics and Office Furnishings

1. It is the intent of the City of Ramsey to provide comfortable, efficient, and professional workspaces for all employees. It must be understood, though, that the Ramsey Municipal Center is a public building and accessible by citizens and others from outside of the City Staff.
 - a. Minimal decorations, pictures, art, accessories and items of a personal nature may be placed in individual offices and work areas so long as they are not offensive to basic community standards and provide a positive work environment that would also be accepted by the mainstream of public visitors.
 - b. Employees working in work areas located in the front of the office or reception areas should take additional care to maintain a clean desk condition, free of personal items, storage paper piles, files, food items, etc. This is to ensure a neat, professional appearance in these front office areas.
 - c. Prior to decorating their individual offices or workspaces, employees must get prior approval of the items from their supervisor.
 2. Decorations or accessories requiring mounting or drilling into walls, work surfaces, partitions, etc. must be completed by City maintenance staff unless otherwise approved by the supervisor designated responsible for the area. Tape, tacks, pins, or like materials should never be used on any wall surfaces.
 3. Personally owned coffee makers, refrigerators, microwave ovens, heaters, televisions, furniture and exercise equipment are prohibited from the facility unless otherwise approved by the City Administrator. Radios and personal listening devices may be used so long as the volume does not disturb the work of surrounding employees or the content is not found to be offensive for a public facility.
- G. Expectation of Privacy—The Ramsey Municipal Center is a public building and the property of the City of Ramsey. The offices, work spaces, lockers, vehicles, computers, telephones and electronic systems are provided to employees for their use in their respective work capacities and in that capacity alone, and no expectation of privacy is extended or implied.
- H. It is the intent of this policy to keep the Ramsey Municipal Center in a clean and welcoming environment and violation may cause deterioration of the property and may be subject to disciplinary action.

Exhibit E

Systems furniture—City of Ramsey to provide

Existing workstations—furniture to stay as is for County use



RAMSEY LICENSE BUREAU
PROJECT AC-024-09
SCALE: NOT TO SCALE



Anoka County

LICENSE & PASSPORT SERVICES DEPARTMENT

Responsible for the Department's License & Passport Services

John Lenarz
Director
763-324-2101

April 27, 2020

Kurt Ulrich
City Administrator
City of Ramsey
7550 Sunwood Dr. NW.
Ramsey, MN 55303

SUBJECT: County Lease for License Bureau Option to Extend Lease

Dear Mr. Ulrich:

As you are aware, the County leases part of the Ramsey Municipal Center for its license bureau. The first five-year option term of the lease is set to expire this year. Paragraph 1 b. of the lease provides that the County has an option to extend the lease for another additional five-year term upon written notice to the City.

This letter is sent for the purpose of notifying the City that the County is exercising its option to extend the lease for an additional five-year term. Please sign where indicated below, acknowledging receipt of this letter and the County's right to exercise its option. Please obtain the appropriate signature and return this letter to my attention.

If you have any questions please feel free to call,

Very truly yours,

John Lenarz, Director
License & Passport Services

Acknowledgment of Receipt of Letter

The undersigned hereby acknowledges receipt of the foregoing letter and, notwithstanding any other provision in the lease to the contrary, notice of the County's right to exercise its option to extend the term of the lease for an additional five years.

City of Ramsey
By:

Title: Mayor / City Administrator

Dated: 6/9/2020

CC Work Session**Meeting Date:** 05/14/2024**Primary Strategic Plan Initiative:** Enhance City's communication through transparency and accountability.**Information****Title:**

Discuss the Transient Merchant license approval process for Game Fair

Purpose/Background:**Licensing Process / Issues**

There have been instances in the past where solicitors were unable to get an approved license in time for the Game Fair. Staff would like to discuss the following with the City Council:

1. The City code requires a Solicitors' License to get a background check and to be approved by the City Council. Especially for the Game Fair. Last year, City Staff sent reminders to previous vendors/ transient merchants / solicitors (the "Vendors") regarding the deadline application submittal dates. There are times when Vendors will submit a license application after the submittal window has closed and they are not issued licenses. For example, for the 2023 Game Fair, a Vendor submitted the license after the license deadline date; therefore, it could not be added to the City Council agenda for approval. During Game Fair, the Vendor set up a booth to sell dog toys and advertise puppies that would soon be available for adoption without the approved license. Staff shut down the booth. The frustrated Vendor attended the public forum portion of a City Council meeting to discuss the situation. Staff believes that more education for land owners around 161st Avenue in the Game Fair Overlay District is needed to ensure that property owners and potential Vendors know what is needed for a City license. Some possible solutions that could help these property owners and future Vendors include:

- 1) Annually send out letters / emails to previous year Vendors defining the application deadlines so that the application has time to be reviewed by City Staff, background checks to be completed by the Police Department and approved by City Council.
- 2) Annually send out letters to property owners in the Game Fair Overlay District letting them know what activities are allowed on their properties without a City license and which activities would require a City license.

Communication for the above options could be expanded to Social Media / Ramsey Resident and the City Website

Another potential option for those who do not meet application deadlines for Game Fair and get formal City Council approvals, would be to authorize City Staff and PD to process the applications and approve them administratively with out City Council review or approval. Staff has concerns with this option as it may lead to unrealistic time expectations on processing the application (Review, fees and PD Background checks) and to issue the license. Right now, aside from Rental licenses and Contractor licenses, no other city license are approved administratively. It should be noted that this option would require the City Council to amend City Ordinances.

It should be noted that there are not many instances of Vendors not being able to get their licenses in on-time. This doesn't appear to be a common issue and more education rather than a change in process might be sufficient to alleviate these outlier.

Enforcement

Both the Planning Division and Police Department have been involved in enforcement actions for those that do

not have the proper licenses. In the past, there has been inconsistent enforcement based on information that has been available to Code Enforcement and the Police Department. It would be helpful to have agreement on how to consistently administer enforcement.

Timeframe:

Letter and emails providing past Vendors and Property owners with application deadline information could be done by early June, if not sooner.

If the City Council directs an amendment to the city code to allow for administrative approval for Transient Merchant licenses for Game Fair, staff will make the changes and introduce the ordinance at the May 28, 2024 City Council meeting, the 2nd reading at the June 11, 2024 City Council meeting, and publication afterward. The ordinance will become effective on or soon after July 11, 2024.

Funding Source:

Not Applicable

Responsible Party(ies):

Community Development Department/Economic Development Division

Outcome:

Provide staff with direction.

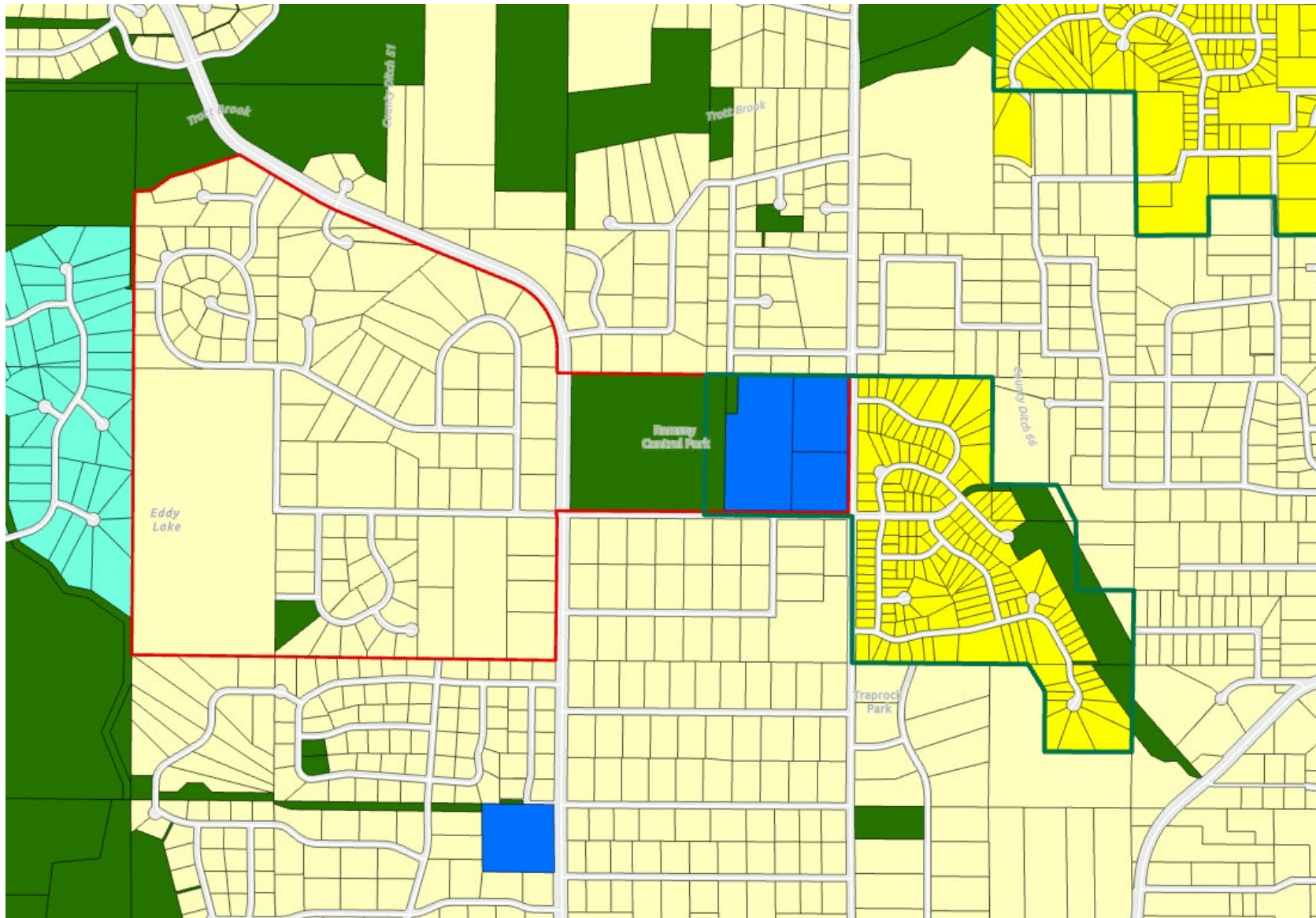
Attachments

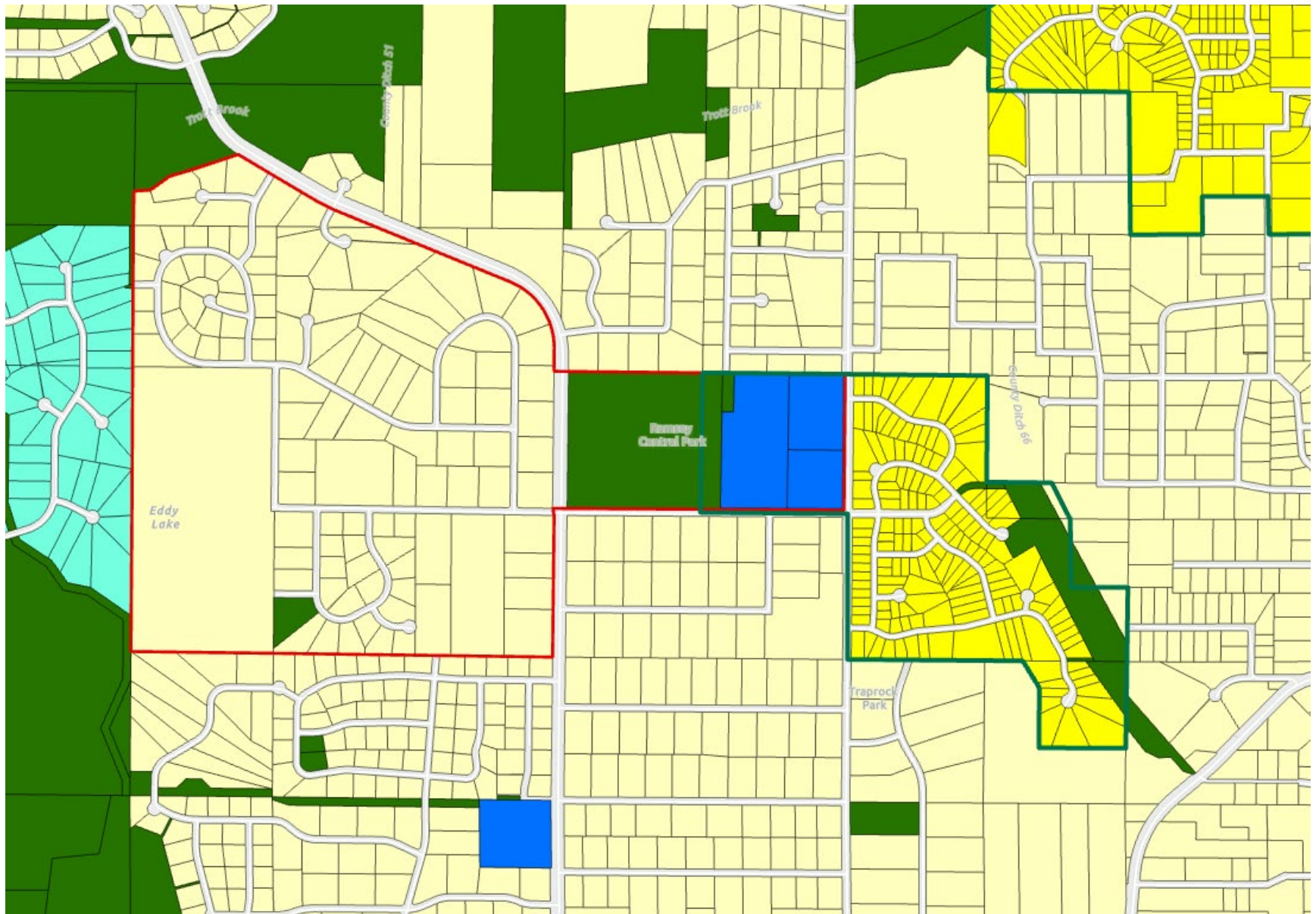
- Game Fair Overlay Map
- 2006 Game Fair Permit
- Game Fair Parking Overlay District
- Amended CUP for Commercial Kennel
- Email sent to Past Vendors 2023

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	05/07/2024 10:39 PM
Sean Sullivan	Sean Sullivan	05/08/2024 03:32 PM
Brian Hagen	Brian Hagen	05/08/2024 06:31 PM
Form Started By: Stephanie Hanson		Started On: 03/20/2024 10:28 AM
Final Approval Date: 05/08/2024		

Game Fair Overlay District





ANNUAL GAME FAIR EVENT
2006 CITY COST REIMBURSEMENT AGREEMENT
CITY OF RAMSEY/CHARLES DELANEY OF ARMSTRONG KENNELS

Police Department:

Mr. Delaney agreed to cover the cost of two patrol officers for the two weekends of the Game Fair. The hourly rate for the police coverage is \$75.00 per hour; the estimated total number of hours for the two weekends is 76; which equates to an estimated cost of \$5,700.00 for police coverage during the Game Fair event. Mr. Delaney herein agrees to provide a tent near the main gate to serve as a central public safety site during the event.

Public Works:

1. Placement of "No Parking Signs"

It is agreed that the Mr. Delaney shall provide for the acquisition, posting and storage of the 'No Parking' signs. The City's Public Works Department shall be responsible for marking the recommended locations for the signs. Locates for underground utilities is required prior to placing the signs. The City's Public Works Department shall call Gopher One for locates and the cost for this service will be deducted from Mr. Delaney's Game Fair escrow. Based on the coverage at the 2005 Game Fair, the City Public Works Department has determined a need for eight (8) more 'No Parking' signs; 2 large and 6 small. Mr. Delaney herein agrees to acquire the additional signage requested.

2. Lions Parking Concession at Central Park:

The Ramsey Lions shall be responsible for mowing private property used in conjunction with Central Park for the Ramsey Lions parking concession. The Ramsey Lions and Mr. Delaney accept responsibility for removing all litter, in a manner acceptable to the City, from the parking area at the end of each event day and at the close of the event.

The Lions parking concession signs may not be placed in the public right-of-way. The City herein agrees to assist the Lions in finding locations for their signs that do not violate the City's sign ordinance.

3. Trash Receptacles:

The City will be responsible for placing, emptying and retrieving all trash receptacles east of Armstrong Blvd. and Mr. Delaney will be responsible for placing, emptying and retrieving his own trash receptacles west of Armstrong Blvd.

Ancillary Neighborhood Activities:

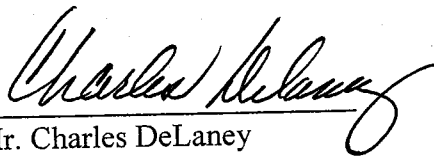
The City will allow neighboring property owners to operate parking and/or refreshment concessions in their private yards. The City shall be responsible for marking the public boulevards so that residents will know the limits to which they can utilize their property for parking vehicles and/or refreshment stands. Transient merchants (persons selling items on property they do not own) will be required to be properly licensed through the City.

Fire Code

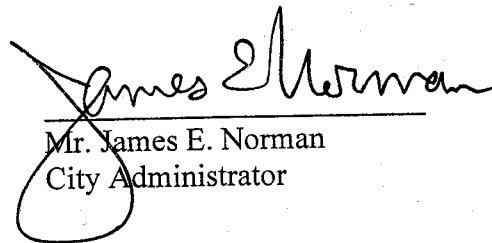
Mr. Delaney herein agrees that the Game Fair site will be subject to a fire code inspection.

Payment

Mr. Delaney will provide the City with an escrow in the amount of \$5,850.00 to cover the estimated cost of police and public works personnel and locate charges from Gopher One. Any credit balance remaining in the escrow following a reconciliation of expenses incurred by the City will be refunded to Mr. Delaney. Any overage in the amount escrowed will be billed to Mr. Delaney.



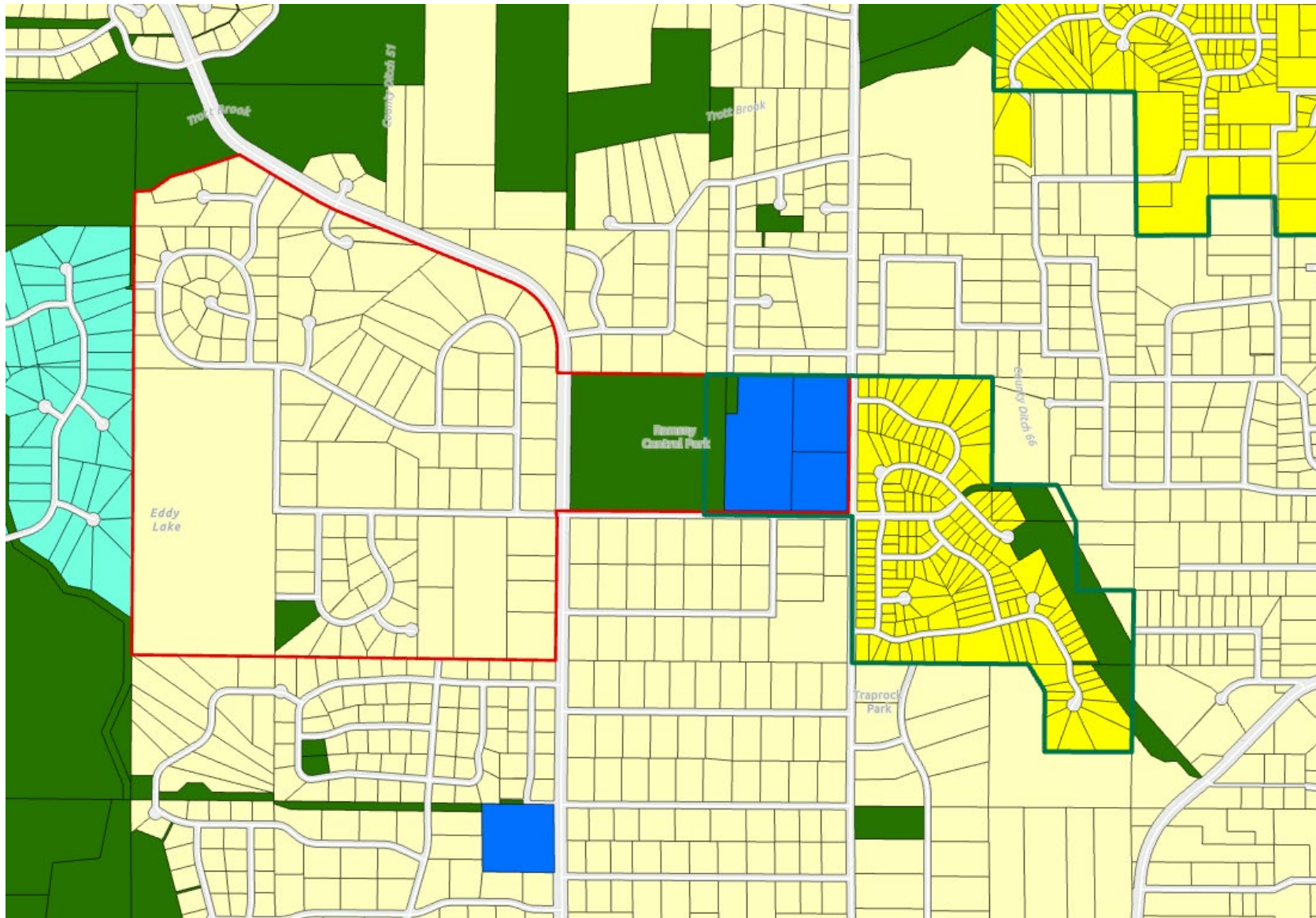
Mr. Charles DeLaney
Armstrong Kennels

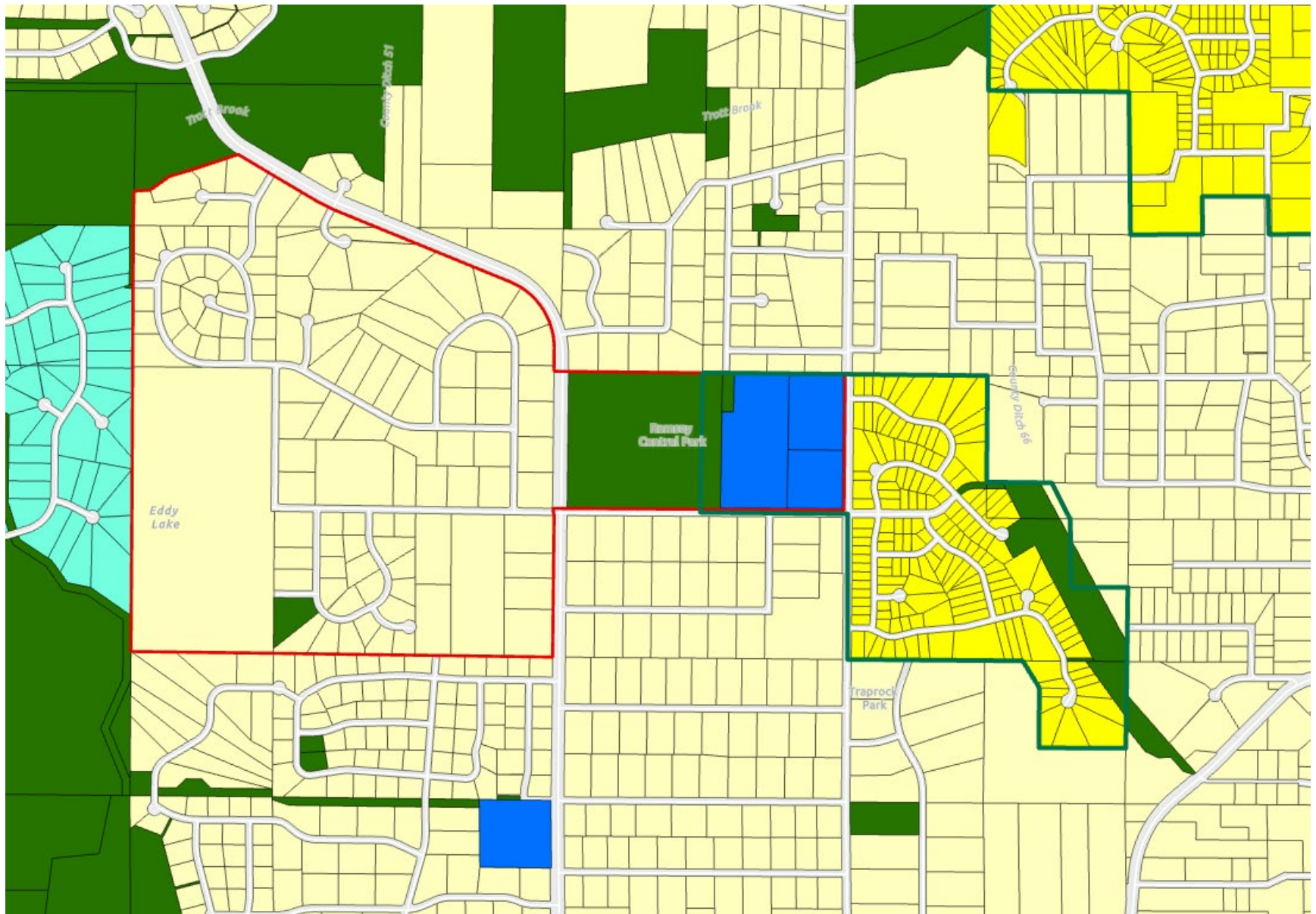


Mr. James E. Norman
City Administrator

Date: 8/03/06

Game Fair Overlay District







1998510.004

Councilmember Elvig introduced the following resolution:

RESOLUTION #07-06-152

A RESOLUTION APPROVING THE ISSUANCE OF AN AMENDED CONDITIONAL USE PERMIT TO CHARLES DELANEY TO MAINTAIN A COMMERCIAL KENNEL OPERATION AND MORE THAN ONE RESIDENTIAL STRUCTURE ON ONE (1) LOT OF RECORD.

WHEREAS, Charles Delaney (Permittee) has properly applied for an amended Conditional Use Permit (Permit) on the property generally known as 8404 161st Avenue N.W. and legally described as follows:

The Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Southwest Quarter of Section 17, Township 32, Range 25, Anoka County, Minnesota.

(the "Subject Property"); and

WHEREAS, the Planning Commission met on June 7, 2007, conducted a public hearing and recommended City Council approval/denial of the request.

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

1. This amended Permit shall supersede and replace the Permit approved by the City Council on November 13, 1990.
2. This Permit shall be perpetual in its duration so long as the conditions imposed herein are complied with.
3. The Permitted uses on the site shall be limited to a commercial dog and cat kennel operation, residential uses, and annual Game Fair per separate CUP.
4. A total of four (4) residential structures (2 permanent dwelling units, 1 employees' quarters, and 1 summer cabin) and ten (10) accessory structures shall be permitted on the subject property.

5. Expansion to more than four (4) residential structures on the subject property shall be prohibited unless the subject property is platted and subdivided in accordance with City Code.
6. The addition of accessory structures for personal or business use shall be in accordance with City Code and with regard for possible future subdivision of the property, and shall require an amended CUP.
7. The commercial dog kennel operation is permitted at approximately 180 dog kennels and 45 cat kennels.
8. Any proposed expansion of the kennel operation will require application for an amended conditional use permit.
9. The Permittee shall be responsible for all City costs incurred in administering and enforcing this CUP.
10. The Community Development Department of the City of Ramsey (City) shall have the right to inspect the premises for compliance and safety purposes annually or at any time, upon reasonable request. In the event the Permittee is determined to be in violation of any of the conditions set forth herein, the City shall give the Permittee written notice of the violation. The Permittee shall be given 30 days to correct the violation and submit a written response to the notice.

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

Mayor Gamec
Councilmember Elvig
Councilmember Olson
Councilmember Dehen
Councilmember Jeffrey
Councilmember Look
Councilmember Strommen

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 June, 2007.

Charles Delaney hereby acknowledges receipt of this Permit and that he has reviewed the conditions of this Permit and has agreed that he will comply with the terms of this Permit.

Charles Delaney
Charles Delaney

STATE OF MINNESOTA)
COUNTY OF Browns) SS.

On this 18 day of January, 2008, before me, a Notary Public, personally appeared Charles Delaney, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

[Signature]

Notary Public **NOTARY PUBLIC-STATE OF FLORIDA**
Cecelia W. Michel
Commission # DD723917
Expires: OCT. 10, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

CITY OF RAMSEY:

By: [Signature]
As: Mayor

By: [Signature]
As: City Clerk

STATE OF MINNESOTA)
COUNTY OF ANOKA)

On this 24th day of January, 2008 before me, a Notary Public, personally appeared Thomas G. Gamec and JoAnn M Thieling to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Clerk of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said Municipal corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council and said Thomas G. Gamec and Joann M Thieling acknowledge said instrument to be the free act and deed of said Municipal Corporation.



Joann E Shaw
Notary Public

The document drafted by:
The City of Ramsey
15153 Nowthen Blvd. NW
Ramsey, MN

This document reviewed by:
Randall, Dehn and Goodrich
2140 Fourth Avenue
Anoka, MN 55303

ANOKA COUNTY MINNESOTA

Document No.: 1998510.004 ABSTRACT

I hereby certify that the within instrument was filed in this
office for record on: 01 29/2008 1:33:00 PM

Fees/Taxes In the Amount of: \$46.00

MAUREEN J. DEVINE

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

BMC, Deputy

Record ID: 2079299

Wendy Schlueter

From: Wendy Schlueter
Sent: Monday, May 22, 2023 3:47 PM
Subject: Solicitor/Transient Merchant License Reminder

Importance: High

Hello,

This is a friendly reminder that all [Solicitors](#) and [Transient Merchants](#) wishing to obtain a license with the City of Ramsey must submit their application and allow up to three weeks for processing and approval of the license. Solicitation is not allowed until approved by City Council and ID badges are issued. Unlicensed solicitors and merchants may risk up to a \$250 fine and/or immediate denial of future applications.

NOTE: 2023 Game Fair Solicitor/Transient Merchant application deadline is **July 18, 2023**.

Applications are available online at <https://www.ci.ramsey.mn.us/169/Business-Licensing>.

Thank you,

Wendy Schlueter



www.cityoframsey.com

Wendy Schlueter
Economic Development Administrative Assistant &
Business Licensing | City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303
763-433-9828 (Direct)
763-427-1410 (City Hall)
wshlueter@cityoframsey.com
In-Office Hours: Mon/Wed/Thu/Fri 10:30 am – 4:30 pm.
Remote Hours: Tue 9:30 am – 3:30 pm

*Our Mission: To work together to responsibly grow our community,
and to provide quality, cost-effective and efficient government services*

CC Work Session**Meeting Date:** 05/14/2024**Primary Strategic Plan Initiative:** Not Applicable**Information****Title:**

Discuss Resolution for Post Election Review and Paper Rosters

Purpose/Background:

Councilmembers Musgrove and Howell requested a discussion on direction for a resolution including the number of precincts for the Post Election Review (PER) and the use of paper rosters.

Background: The Anoka County Elections Integrity Team presented at the April 23, 2024 work session. The packet they provided is included in the attachments.

Electronic Roster Authorization:

Ramsey along with all the cities in Anoka County are part of a JPA with Anoka County to administer elections. Minnesota Statute 201.225 Sub.1. gives the head elections official the authority to designate that some or all of the precincts use electronic rosters. For any municipal or school district elections that are held in tandem with county and above elections, that person would be the Anoka County Auditor or the Anoka County Elections Manager. In 2018, the Anoka County Board of Commissioners, and all of the cities, made the decision to begin using electronic rosters. For any county and above elections, poll pads will continue to be used unless the Anoka County Board of Commissioners decides otherwise.

Paper rosters could be utilized for a municipal special election that is not in conjunction with a county or above election, but would require a number of changes and may not be feasible with current staffing levels. Below are some of the additional items to consider.

Pre-Election

- The printing of the rosters.
- Manually stamping next to the name of each individual who has voted absentee.
- Ordering additional voter receipts that the voters use to exchange for a ballot (normally these print from the poll pads).
- Preparing new training materials for election judges.
- Training election judges on paper rosters.
- We may want to communicate with the voters to let them know that the special election will look different.

Election Day

- **Calling the election judges on election day and throughout to have them stamp any additional names of absentee voters.**
 - Recently passed legislation allows voters to drop off their absentee ballot at either City Hall or the County until 8:00pm on election day. On election day, updates are automatically pushed out to the pollpads to inform election judges if a voter has already voted absentee. With absentee voting starting 46 days before the election, this is something that has occurred in the past where a voter forgot they had previously voted early.
- Voters would no longer be able to stand in any line, the lines would need to be separated by last name.
- Election judges would flip through the rosters to find each voter.

Post-Election

- Manually entering voter history for all voters

- Manually entering election day registrant information

Post-Election Review (PER):

Minnesota Statute 206.89 gives the authority of the Post-Election Review Official to the Anoka County Auditor. The County shared that the idea of expanding the PER to more precincts and races is the subject of conversations that are currently being held at the County. They will be in touch when a decision has been made. During the 2022 Post-Election Review, the County increased the number of precincts to hand count. The Statute required four precincts, and they decided to increase that to six precincts to hand count.

To view the Statewide results from the 2022 Post-Election Review, please visit this link: [Minnesota Secretary Of State - Post-election reviews](#). The Ramsey results are on page 9 of the *2022 Post-Election Review Results (PDF)*. The Director of Elections for the State of Minnesota, David Maeda, presented to the Sherburne County Board of Commissions on July 12, 2022, the portion discussing the Post-Election review is from 1:00:56-1:05:16, visit this link to view the meeting: [07/12/2022 Sherburne County Board Meeting - YouTube](#).

Timeframe:

30 minutes

Funding Source:

Responsible Party(ies):

Brian Hagen, City Administrator
Katie Schmidt, City Clerk

Outcome:

Receive direction on how to proceed.

Attachments

ACEIT Packet distributed 4-23-24
Anoka County JPA
MN Statute 201.225
MN Statute 206.89
Oak Grove Resolution from 4-29-24 Agenda

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	05/09/2024 03:10 PM
Form Started By: Katie Schmidt		Started On: 05/09/2024 10:02 AM
Final Approval Date: 05/09/2024		



Achieving Locally-Controlled Elections in Anoka County

Presented by

**Anoka County
Election Integrity Team (ACEIT)**

To

City of Ramsey

April 23, 2024

**SUMMARY
FINDINGS
RECOMMENDATIONS
RESOLUTIONS**

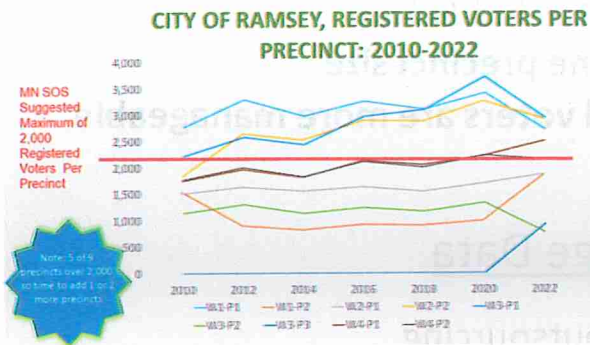


**Anoka County
Election Integrity
Team
(ACEIT)**

**We ask the Anoka County Commissioners, Mayors,
City Council and School Board Members to vote for
Secure, Transparent and Locally-Controlled Elections**

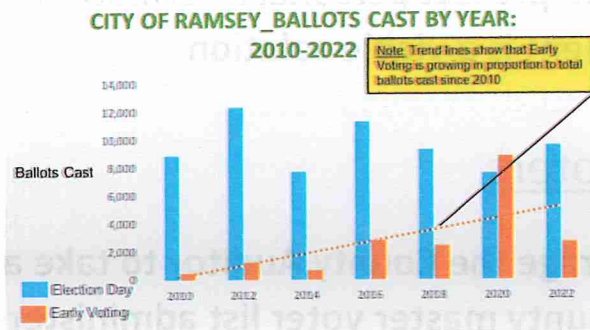
SUMMARY | RECOMMENDATIONS

I. Graph: City of Ramsey, Registered Voters Per Precinct, 2010-2022



**5 of 9 precincts over 2,000 so time to rebalance and add 1 or 2 precincts:
Resolution #2**

II. Graph: City of Ramsey, Ballots Cast In-Person & Mail-In: 2010-2022



**The growth of absentee ballots suggests the need for more local control:
Resolutions # 9 & 10**

III. Summary/Recommendations

- Small Voting Precincts
- Secured Election Judge Data
- Verified Registered Voters
- Validated Paper Ballots
- Paper Poll Books
- Hand Counted Paper Ballots

- Resolutions #1, #2**
- Resolutions #3, #4**
- Resolution #11**
- Resolutions #9, #10 & #11**
- Resolution #5**
- Resolutions #6, #7, #8**

IV. Reports Available

- a.** Hand Count Feasibility Study
- b.** Expanded PER Analysis

- Request Study**
- Request Report**

V. Recommended Actions

Adopt Resolutions

GOAL #4: Validate Paper Ballots

- Absentee mail-in ballots have a greater risk of fraud
- The proportion of absentee ballots is growing
- Counterfeit resistant ballots are available and should be used
- Cities should administer all absentee ballots including mail-ins
- *MN 2022 Absentee Voting Administration Guide*

GOAL #5: Use Paper Poll Books

- Electronic poll pads are not worth the risk
- Returning to using **ONLY** paper poll books for a safe voter check in
- Paper works and it is cheaper
- Many precincts in Minnesota use paper **ONLY**

GOAL #6: Hand-Count Paper Ballots

- Counting of votes is now hidden
- Cast Vote Record audits are inaccessible
- Post-Election Review (PER) audits are inadequate
- Use of tabulators is now mandated (MS 206.58)
- PERs can be expanded for precincts and offices
- Hand Counting votes after polls close is possible (MS 204C.19)
- Hand counting time and costs can be calculated
- Hand counting is feasible for competitive offices
- Hand counting is secure and transparent
- Hand counting raises the public's level of confidence in our elections

We need transparent, verifiable, and auditable counting for public trust

And send a message:

Don't mess with Anoka County, don't mess with my city

SMALL VOTING PRECINCTS: RES #1

RESOLUTION 2024-

CITY OF _____
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION ESTABLISHING PRECINCT AND POLLING LOCATIONS FOR 2024 ELECTION YEAR

WHEREAS, Minnesota Statute 204B.16, subd. 1 requires the governing body of each municipality to designate by ordinance or resolution each year no later than December 31st, polling places for each election precinct; and

WHEREAS, the polling places designated by resolution by December of each year are the polling places to be used for elections in the following calendar year unless a change is made;

NOW THEREFORE BE IT RESOLVED that the polling locations to be used for municipal precincts in calendar year 2024 are as follows:

Precinct #1 –

Precinct #2 –

Precinct #3 –

Precinct #4 –

Approved this _____ day of _____, 2024.

_____, Mayor

ATTEST: _____

_____, City Clerk

(Seal)

ELECTION JUDGE APPOINTMENTS: RES #3

RESOLUTION 2024-

CITY OF _____
COUNTY OF ANOKA
STATE OF MINNESOTA

RESOLUTION APPOINTING ELECTION JUDGES FOR THE 2024 PRIMARY AND GENERAL ELECTION

WHEREAS, The City Council of the City of _____ is required by M.S. 204B.21, Sec 2, to officially approve the appointment of election judges; and

WHEREAS, the City of _____ City Council hereby adopts the judges listed on Exhibit A, hereto attached, as the official judges for the _____ Election, with the understanding that amendments may be necessary to the appointments in order to fill vacancies and achieve political party balance.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of _____ that the names listed on Exhibit A, hereto attached, are the Official Election Judges for the City of _____ 2024 General Election.

FURTHER RESOLVED, election judges will be paid based on the following schedule:

Head Judge \$ _____ plus mileage for training and meetings
Assistance Head Judge \$ _____ plus mileage for training
Election Judge \$ _____ plus mileage for training

Adopted by the City Council this _____ day of _____, 2024

_____, Mayor

ATTEST: _____

_____, City Clerk

(SEAL)

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of _____ requests that Anoka County respond to the following questions:

1. Where is election judge personal data stored?
2. What measures are in place to secure this data?

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of _____, Minnesota hereby requests that Anoka County take actions to:

1. End the contract with InTech for election operations
2. Take all precautions and measures to retrieve all shared data from InTech
3. Sever all connectivity and access InTech has to Anoka County and Municipality data
4. Ensure data is not stored in the Cloud, but rather is kept and managed on local equipment

Adopted by the City Council this _____ day of _____, 2024

_____, Mayor

ATTEST: _____

_____, City Clerk
(SEAL)

Data Security Risks in Outsourcing

Outsourcing = Sharing = Loss of Control

Unlimited Risk

- Data shared with Modus/InTech, an NGO (Non-Governmental Organization), and cannot be FOIA'd
- Data transferred electronically (online) to others is **hackable**
- Data shared/stored in the Cloud and/or on others' PCs or on devices is **hackable**
- Encryption doesn't eliminate risk; it is **hacked** every day
- 3rd Party/Contractors that transfer data know the data is **hackable** and, thus, infuse language in their contracts that hold them harmless because they know this truth
- Data sent/shared cannot be controlled and therefore poses a **security threat** to the Election Judge

Inhouse on Local PC

Zero to Limited Risk

- Save/store file(s) only on a dedicated local PC, not in the AC files in the Cloud

- Produce election night reporting
- Update voter rolls minutes before an election in near-real time
- Be intercepted for unethical, even unlawful, monitoring and manipulation

WHEREAS, suspected security risks have been identified including:

- The Department of Homeland Security’s CISA Department uses the Albert System and FirstNet, which may have access to voting systems through the poll pads.
- Poll pads have been used as a digital ledger to add, delete, and shift large numbers of voters to achieve the desired vote counts.
- Poll pads have been used to report vote totals down to the County from the secretary of state (e.g. New Mexico)

WHEREAS, as per M.S. 201.225, subd. 1, a municipality may use an electronic roster system for any election but it is not mandated; and

WHEREAS, there is no evidence of a formal agreement between Anoka County and the municipalities requiring municipalities to continuously use electronic roster system for any election; and

WHEREAS, a paper backup system is required as a backup to the electronic poll pads as per:

- M.S. 201 subd. 2: “Each precinct using electronic rosters shall have a paper backup system approved by the secretary of state present at the polling place to use in the event that the election judges are unable to use the electronic roster”
- M.S. 201.225, subd. 5 (b) which states: “Each precinct using electronic rosters shall have a paper backup system approved by the secretary of state present at the polling place to use in the event that the election judges are unable to use the electronic roster”; and

WHEREAS, this system is an on-going security risk and costly to taxpayers;

NOW THEREFORE BE IT RESOLVED that the City of _____ chooses to opt out of use of electronic poll pads and return to paper poll books.

Adopted this ___ day of _____, 2024

HAND COUNTED PAPER BALLOTS: RES #6

RESOLUTION NO. 2024-____

CITY OF _____
ANOKA COUNTY
STATE OF MINNESOTA

RESOLUTION TO HAND COUNT BALLOTS/VOTES AT PRECINCTS IN 2024 PRIMARY & GENERAL ELECTIONS

WHEREAS, free and fair elections are the bedrock supporting the superstructure of our constitutional republic and local voting precincts are the building blocks of our democratic process; and

WHEREAS, our election system is a fair, efficient and cost-effective means to select public officials who then make decisions about government programs and services amounting to millions, billions and even trillions of dollars at all governmental levels; and

WHEREAS, on January 6, 2017, the Department of Homeland Security (DHS) designated as critical infrastructure the U.S. election systems including voting machines, registration databases, polling locations and voting storage facilities thereby recognizing the need for vigilant protection from fraud, corruption and cyber attack either foreign or domestic; and

WHEREAS, current Minnesota law, as recently amended, mandates the continued use of an electronic voting system (i.e. vote tabulator-M.S. 206.56, subd. 8) for state elections (206.58) but there is no provision preventing a municipality from conducting a parallel hand count of all or some of the ballots and votes; and

WHEREAS, the governing body of a municipality shall give approval before an electronic voting system may be adopted or used in the municipality (206.58) which was effectively done by the City/Township of _____ under the Joint Powers Agreement, as amended, and referenced as Anoka County Contract No. C0008996 and dated November, 2021; and

WHEREAS, Minnesota Statutes empower municipalities (cities and townships) to create voting precincts (204B.14), establish polling places (204B.16), appoint and employ election judges (204B.21) and administer election-day activities at the polls (204C) including the hand counting of ballots and votes in each precinct (204C.19) using the piling system (204C.21).

3. The Finance Director shall also create a Special Project Fund which may receive public donations which are tax deductible by the contributor to be used solely to offset said hand counting expenses and said Fund shall continue year to year with any remaining balance to carry forward for future hand counting projects.

BE IT FURTHER RESOLVED that the Council of the City of _____ hereby requests that Anoka County Auditor/Elections Department receive, archive and consider the results of the hand count in the City of _____ and consider any necessary actions before completing its official canvass and final report to the Minnesota Secretary of State.

BE IT FINALLY RESOLVED that the City of _____ hereby acknowledges that the electronic voting system (“tabulation machines”) provides the certifiable basis for reporting results to the Secretary of State but any differences between the tabulation machines and the hand count should be taken seriously and resolved in a manner consist with the general guidelines of MN Statutes 206.89 and therefore duly reviewed further, if necessary, to resolve the cause of any deviations. The Council of the City of _____ is prepared to fully cooperate with any such review.

Adopted this ___ day of _____, 2024

Mayor

ATTEST _____

City Clerk
(SEAL)

Black Box Voting Keeps Getting Darker in Minnesota


2023 Law Changes

- ✓ **Vote tabulation machines** mandated if used before in Federal/State elections (MS 206.58)
- ✓ **Cast Vote Records** rendered useless for auditing (MS 206.845)
(This federally prescribed auditing tool built into tabulators cannot be used to audit elections)


2024 Laws Proposed

- **Hand counting** at the polls to be rendered impossible (HF 4772, SF 4729)
- No residential address needed to register and vote (HF 4772, SF 4729)
- Voting stations at Colleges & Universities to be authorized (HF 4772)

**Trust
Machines**



**Do Not
Audit**



**Do Not
Hand Count
Votes**

voting system to determine if the counting accuracy of the voting system meets a defined standard”; and

WHEREAS, M.S. 206.89, subd. 3 requires a certain minimum number of **precincts** in general elections are identified in this audit but no maximum is required as follows: “The county canvassing board of a county with over 100,000 registered voters must conduct a review of a total of **at least** four precincts, or three percent of the total number of precincts in the county, whichever is greater”; and

WHEREAS, M.S. 206.89, subd. 3 requires a certain minimum number of **offices** in general elections to be audited via hand count but no maximum is identified as follows: “The postelection review must be conducted of the votes cast for president or governor; United States senator; and United States representative. The postelection review official may conduct postelection review of the votes cast for **additional offices**”; and

WHEREAS, this requirement does not apply to presidential primaries, state primaries, special elections or any local offices in general elections and as a result these elections have never been audited ; and

WHEREAS, this general election sample is usually statistically less than 0.3% of all choices made by voters in a general election and not statistically robust enough to demonstrate statistical confidence levels; and

WHEREAS, hand counting of ballots and votes is in the public interest to provide transparency and verification of results, deter tampering or cyberattack, restore voter confidence and promote voter participation in the electoral process; and

WHEREAS, election judges must be paid “an amount fixed by the governing body of the city” but “may elect to serve without payment by submitting a written statement” (204B.31);

WHEREAS, M.S. 205.89, subd. 9 (1) states that “the governing body responsible for each precinct selected for review must pay the costs incurred for the review”; and

WHEREAS, the City Council of the City of _____ acknowledges, accepts and is prepared to pay the costs of conducting the PER for precincts in the City of _____;

WHY HAND COUNT?

- Counting of votes is now hidden
 - Outsourced to NGOs (Non-Governmental Organizations)
 - Commercialized—controlled by private companies
 - Proprietary—electronic source codes hidden
 - Private—not subject to Freedom of Information requests
- Cast Vote Records (the intended audit for tabulators)
 - MN counties refused to release them (before 2023)
 - Legislatively deemed non-public by MN law (as of 2023)



WHY HAND COUNT?

Post-Election Review (PER) hand count does not include:

- Presidential Primary
- State Primary
- General Election
 - MN offices
 - County offices
 - Municipal offices
 - School board offices
 - Questions on the ballot

**NO AUDITS FOR
DECADES**

**BALLOT EVIDENCE
DESTROYED AFTER
22 MONTHS**

voting system to determine of the counting accuracy of the voting system meets a defined standard”; and

WHEREAS, M.S. 206.89, subd. 3 requires a certain minimum number of **precincts** in general elections are required in this audit but no maximum is identified as follows: “The county canvassing board of a county with over 100,000 registered voters must conduct a review of a total of **at least** four precincts, or three percent of the total number of precincts in the county, whichever is greater”; and

WHEREAS, M.S. 206.89, subd. 3 requires a certain minimum number of **offices** in general elections to be audited via hand count but no maximum is identified as follows: “The postelection review must be conducted of the votes cast for president or governor; United States senator; and United States representative. The postelection review official may conduct postelection review of the votes cast for **additional offices**”; and

WHEREAS, this requirement does not apply to presidential primaries, state primaries or special elections; and

WHEREAS, this general election sample is usually statistically less than 0.3% of all choices made by voters in a general election and not statistically robust enough to demonstrate statistical confidence levels; and

WHEREAS, hand counting of ballots and votes is in the public interest to provide transparency and verification of results, deter tampering or cyberattack, restore voter confidence and promote voter participation in the electoral process; and

WHEREAS, the Anoka County Canvass Board meets between three and 10 days after a November state general election (204.31); and

WHEREAS, the County Auditor may designate the municipal clerk as the PER official within 24 hours after the county canvass of the state general election (206.89, subd. 1); and

WHEREAS, “the postelection review must not begin before the 11th day after the state general election and must be complete no later than the 18th day after the state general election (206.89, subd. 2); and

BE IT FINALLY RESOLVED that the City of _____ hereby acknowledges that the electronic voting system (“tabulation machines”) provides the certifiable basis for reporting results to the Secretary of State but any differences between the tabulation machines and the PER hand count should be taken seriously and resolved in a manner consist with the general guidelines of M.S. 206.89 and therefore duly reviewed further, if necessary, to resolve the cause of any deviations.

Adopted this ____ day of _____, 2024

Mayor

ATTEST _____

City Clerk

(SEAL)

WHY HAND COUNT?

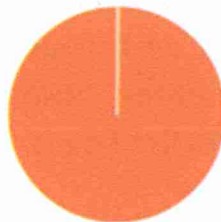
The General Election Post-Election Review is a **< 0.3% sample**

- Only two or three of 30-38 offices
- Only 4 of 128 precincts

But it can be increased

- # offices
- # precincts

PER Sample



■ Sample ■ No Sample

WHEREAS, an increasingly higher percentage of _____ voters are voting early or by absentee ballot through the county which weakens the city council's ability to confidently fulfill its statutory canvassing board duties,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of _____ that the City Clerk is hereby directed to provide the Anoka County Elections Manager and Anoka County Auditor with notice via the Anoka County Administrator, that the _____ City Clerk intends to administer absentee voting, and also to be responsible for the administration of a ballot board for the City of _____.

Passed on this _____ day of _____, 2024.

Mayor

ATTEST _____

City Administrator (SEAL)

Municipalities Can Administer Absentee Ballots Including Mail-In Ballots

MN Statute 203B.05

DESIGNATION OF MUNICIPAL CLERKS TO ADMINISTER ABSENTEE VOTING LAWS

§ Subdivision 1. Generally.

The full-time clerk of any city or town shall administer the provisions of sections [203B.04](#) to [203B.15](#) and [203B.30](#) if:

- (1) the county auditor of that county has designated the clerk to administer them; or
- (2) the clerk has given the county auditor of that county notice of intention to administer them



REQUESTING ANOKA COUNTY COOPERATION: RES

#11

RESOLUTION NO. 2024-____

CITY OF _____
ANOKA COUNTY
STATE OF MINNESOTA

RESOLUTION REQUESTING ANOKA COUNTY TO UNDERTAKE COOPERATIVE ACTIONS IN 2024 PRIMARY & GENERAL ELECTIONS

WHEREAS, free and fair elections are the bedrock supporting the superstructure of our constitutional republic and local voting precincts are the building blocks of our democratic process; and

WHEREAS, our election system is a fair, efficient and cost-effective means to select public officials who then make decisions about government programs and services amounting to millions, billions and even trillions of dollars at all governmental levels; and

WHEREAS, on January 6, 2017, the Department of Homeland Security (DHS) designated as critical infrastructure the U.S. election systems including voting machines, registration databases, polling locations and voting storage facilities thereby recognizing the need for vigilant protection from fraud, corruption and cyberattack either foreign or domestic; and

WHEREAS, State statutes authorize and direct counties to carry out certain local election functions; and

WHEREAS, counties and municipalities are authorized and directed to work together to complete certain local election functions;

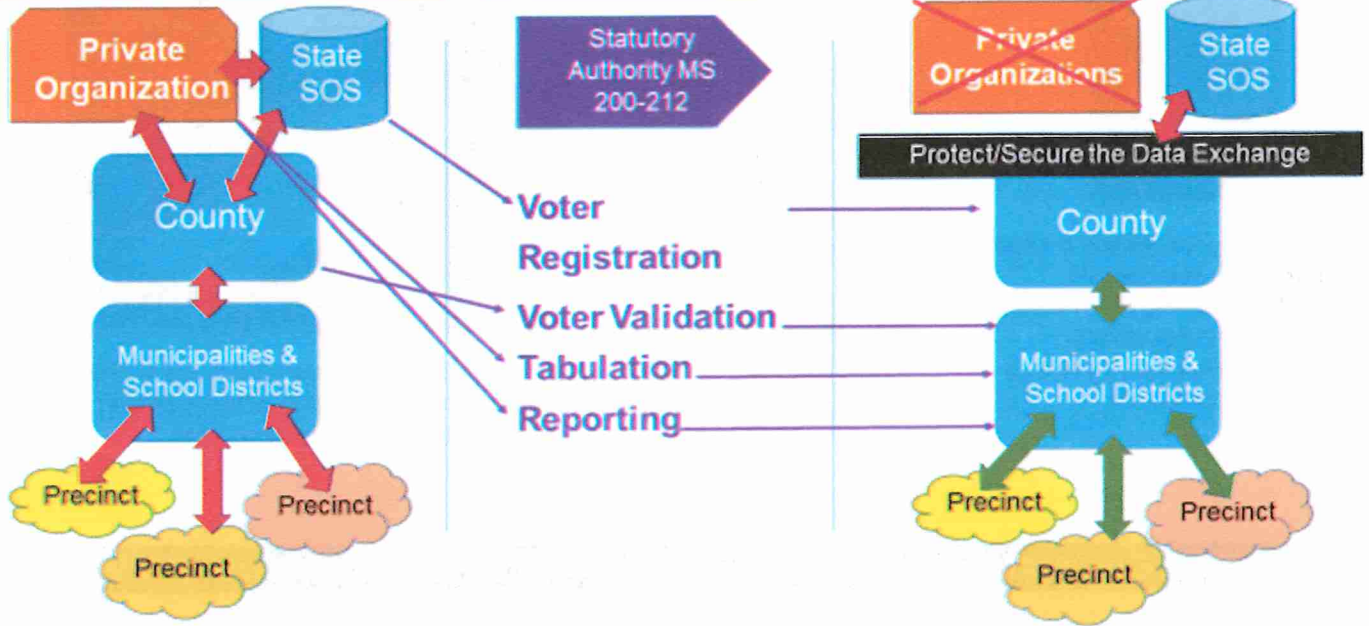
WHEREAS, it is in the best interest of the voting public for both the County and municipalities to cooperatively employ best practices to achieve secure and transparent elections, deter tampering or cyberattack, restore voter confidence and promote voter participation in the electoral process;

THE SOLUTION: **Locally Controlled Elections**

Move From TODAY's Model

Based on MN Statute

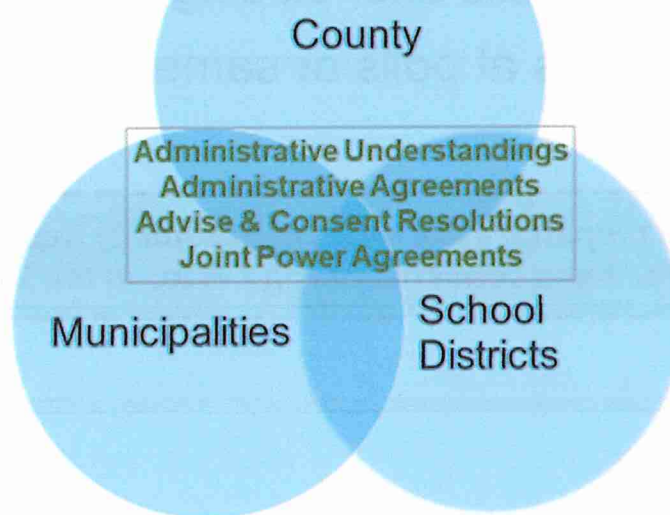
To A SECURE Local Model



THE STRATEGY:

County, Municipalities, and School Districts Using **their Statutory Powers**

This strategy may involve independent actions or cooperative operations under administrative or formal joint powers agreements.



Our Country has been strongest when it is governed from the bottom up, not the top down.

CITY OF RAMSEY HAND COUNT PLAN 2024

1. Number of Offices and Choices to be Counted as Per Piling System

Primary/General Office	Primary 3/5 Hand Count	Primary 8/13 Hand Count	General 11/5 Hand Count	General 11/5 Machine	If Competitive Count Need?
US President	1		1	1	Yes
US Senator		1	1	1	Yes
US Representative		1	1	1	Yes
MN Senator					
MN Representati					
Anoka Co. Board					
County SWCD					
Mayor					
Council (1) At Larg					
Council (2) Wards					
School Board					
Questions/Referre					
Supreme Court					
Court of Appeals					
10th District Court					
Total Choices Per E					

Part 1 of the Hand Count Calculator shows the structure of the ballot with offices, elections and the number of hand counts for each office. It shows the total offices and those that are not competitive, i.e. have only one candidate running.

Strategy is to hand count only competitive offices for some subset of precincts.

Hand count measures the time and number of election judges needed to hand count based upon the number of precincts and number of offices.

The spreadsheet can be used to calculate the cost of a hand count scenario with various assumptions such as number of precincts, offices and judges.

The spreadsheet calculates the cost of a hand count based on time, number of precincts and hourly rate.

The spreadsheet has been supplied to the City staff. In the future, ACEIT will conduct an analysis based on scenarios desired by the City.

CITY OF RAMSEY HAND COUNT COST ESTIMATES

GENERAL ELECTION 2024

Hand Count Cost by Number of Precincts

Offices	# Offices	1 Precinct	2 Precincts	9 Precincts
President, US Senate/House	3	\$255	\$510	\$2,295
Plus MN House	4	\$408	\$816	\$3,672
Plus Anoka Co. Com.	5	\$459	\$918	\$4,131
Plus SWCD	6	\$510	\$1,020	\$4,590
Plus Mayor	7	\$612	\$1,224	\$5,508
Plus Council (1-Large 2-Ward)	10	\$689	\$1,377	\$6,197
Plus ISD #728 (3, 1/2 city)	13	\$1,122	\$2,244	\$10,098
Number of Ballots		2,008	4,016	18,073

Hand Count Cost Per Ballot

Offices	# Offices	1 Precinct	2 Precincts	9 Precincts
President, US Senate/House	3	\$0.13	\$0.13	\$0.13
Plus MN House	4	\$0.20	\$0.20	\$0.20
Plus Anoka Co. Com.	5	\$0.23	\$0.23	\$0.23
Plus SWCD	6	\$0.25	\$0.25	\$0.25
Plus Mayor	7	\$0.30	\$0.30	\$0.30
Plus Council (1-large,2-wards)	3	\$0.34	\$0.34	\$0.34
Plus ISD #728 (3, 1/2 city)	13	\$0.56	\$0.56	\$0.56

Assumptions:

1. Ballot estimate of 2020 actual x 1.1
2. Hand count only competitive offices
3. Based upon current election judge pay schedule
4. Election judge time is rounded up to full hours

ELECTION EXPENDITURES & BUDGETS

Year	2014-2024	
	Total Expense	Judges Expense
2024 Bud.	\$54,861	\$34,560
2023 Bud.	\$6,650	\$0
2022	\$44,689	\$22,261
2021	\$7,784	\$1,583
2020	\$53,763	\$34,485
2019	\$22,103	\$9,264
2018	\$59,959	\$34,516
2017	\$5,767	\$0
2016	\$69,503	\$38,804
2015	\$7,792	\$0
2014	\$46,262	\$23,418

The current ES&S DS200 computer tabulators were purchased by Anoka County in 2013 under a cost sharing Joint Powers Agreement with all municipalities and school districts in the County. They are reaching the end of their electronic life.

2. Estimate of

Factor

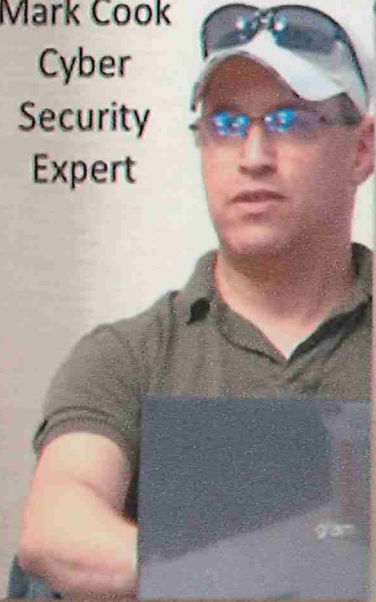
Total Ballots (estimate)
Number of Choices Per Precinct
Total Choices to be Counted
Seconds Per Choice
Hours to Count
Number of Precincts
Number of Teams/Precinct
Number of Judges/Team
Run Time (Hours)
Total Number of Judges
Estimate of Total Ballots
US President Totals
US Senate Totals
US Representative Totals
*Source: Hands-On Election Organizing work, sorted

3. Estimate of

Factor
Run Time Rounded
Number of Judges
Hourly Rate
Total Cost to Count
Federal & State
County/City/SD
Judicial Offices

Cost Per Ballot	\$0.07	\$0.18	\$0.56	\$0.42	\$0.15	Calculated
-----------------	--------	--------	--------	--------	--------	------------

Mark Cook
Cyber Security Expert



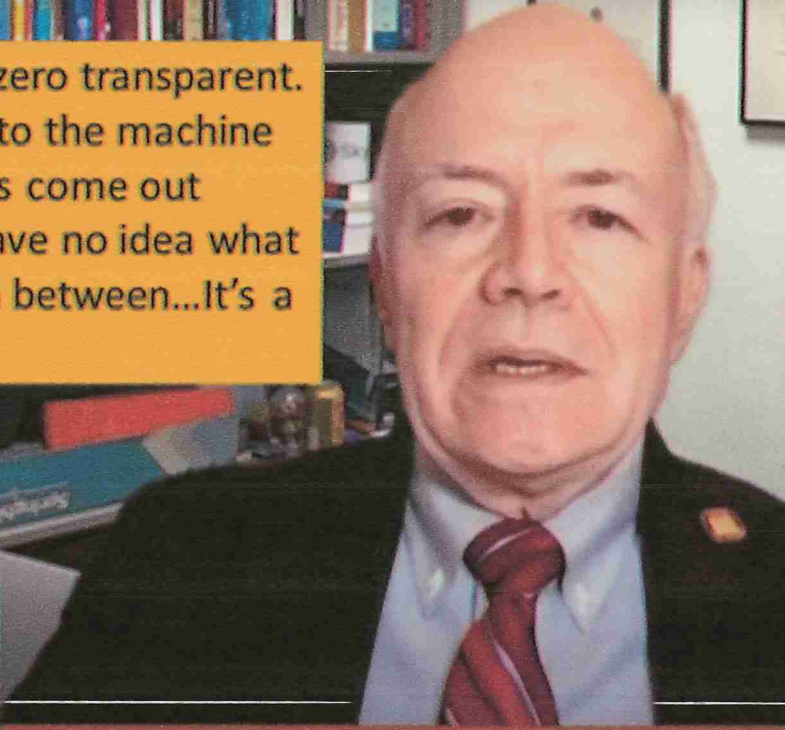
Election Ecosystem: Control

	FREEDOM	DANGER		TYRANNY	FREE AGAIN		
	Precinct	County	State	Corporations	Federal	Precinct	County
Voter Reg		PAST	CURRENT	CURRENT	PLANNED		FUTURE
Voter Validation	PAST		CURRENT	CURRENT	PLANNED		FUTURE
Tabulation	PAST		CURRENT	CURRENT	PLANNED		FUTURE
Reporting		PAST	CURRENT	CURRENT	PLANNED		FUTURE
Transparency		HIGH	CLOSE TO NONE		ZERO		100%

"We need to move forward to a system where our county takes back control of our election system." — Mark Cook

6 Reasons Why Computers Should Not Be Used in Elections - Dr. Walter Daugherty

"It's almost zero transparent. Ballots go into the machine and numbers come out when you have no idea what happened in between...It's a black box."



- #### 6 Reasons Why Computers Should Not Be Used in Elections
1. No Transparency
 2. No Accountability
 3. No Reliable Accuracy Tests
 4. Vulnerable Software
 5. Vulnerable Hardware
 6. Vulnerable Networks

Dr. Walter C. Daugherty
Senior Lecturer Emeritus
Computer Science & Engineering
Texas A & M University



Anoka County Contract No. C0008996
JOINT POWERS AGREEMENT BETWEEN
ANOKA COUNTY AND THE MUNICIPALITIES, TOWNSHIPS AND SCHOOL DISTRICTS
IN ANOKA COUNTY
TO ALLOCATE COSTS FOR ELECTION EXPENSES

This is a joint Powers Agreement ("JPA") between the County of Anoka ("County") and THE MUNICIPALITIES, TOWNSHIPS AND SCHOOL DISTRICTS IN ANOKA COUNTY ("Governmental Entities") entered into pursuant to Minn. Stat. § 471.59, for the purchase, maintenance and use of election equipment, including conducting elections, by the County on behalf of the County and the Governmental Entities.

Section 1
Term

1. This JPA shall be in effect for a four-year term, beginning January 1, 2022 until December 31, 2025, subject to automatic renewal on January 1 of each subsequent calendar year beginning January 1, 2026.

Section 2
Contract Termination

2. During the initial four-year term, this JPA may only be terminated by written agreement of the County with the affected Governmental Entity. Beginning January 1, 2026, a Governmental Entity's participation in this agreement may be terminated by that Governmental Entity providing written notice to the remaining parties no later than June 1 of any year, effective on January 1 of the following year.

Upon termination of the agreement, all right, title, and interest in any election equipment purchased by the County under the terms of this agreement for use by the Governmental Entity shall remain with the County. Any Governmental Entity withdrawing from this agreement assumes all costs, responsibilities and liabilities related to the purchase, maintenance and use of voting equipment in the conduct of elections in that jurisdiction. Any amounts of the Governmental Entity's share of the cost of procurement of the Voting Equipment System and their proportional share of any other costs incurred by the County on their behalf that remain unpaid as of the date of termination shall become immediately due and payable by the Governmental Entity to the County.

Section 3
Voting Equipment System Definition

3. For purposes of this agreement, the Anoka County Voting Equipment System means a system in which the voter records votes by means of marking a ballot, so that votes may be counted by automatic tabulating equipment in the polling place where the ballot is cast or at a counting center. An electronic voting system includes automatic tabulating equipment; non-electronic ballot markers; electronic ballot markers, including electronic ballot display, audio ballot reader, and devices by which the voter will register the voter's voting intent; software used to program automatic tabulators and layout ballots; computer programs used to accumulate precinct results; ballots; system documentation; and system testing as well as software used to manage the

assignment, deployment, chain of custody, and associated logistical operations of said equipment in Anoka County.

**Section 4
Applicability**

4. This agreement, and the use of the Voting Equipment System defined herein, between the County and the Governmental Entities is applicable for any election at which offices or questions for the following categories are voted on:

Category A: Federal Offices
State Offices or Constitutional Amendments
Judicial Offices
County Offices or Ballot Questions
Soil and Water District Offices or Ballot Questions

Category B: Municipal (Township) Offices or Ballot Questions

Category C: School District Offices or Ballot Questions

**Section 5
County Responsibilities**

5. Except as otherwise provided in this contract or required by statute or state or federal rule, the County shall be responsible for preparing the specifications for the purchase and maintenance of the Voting Equipment System as defined herein and for the purchase and maintenance of the system, including making all payments and expenditures for capital and on-going operating costs related to the voting equipment system. In addition, for all Category A, B, and C Elections, Anoka County shall:
- 5.1. Perform voting equipment system programming including ballots, ballot counters, ballot markers, and other components of the voting equipment system used to mark, count, record or report election returns and statistics.
 - 5.2. Perform programming and testing of the State Election Reporting System interface, subject to policies of the State.
 - 5.3. Program and develop a voting equipment testing plan for each election according to statutory requirements.
 - 5.4. Provide ballot design and layout services and arrange for the printing of ballots to be used in the elections.

**Section 6
Governmental Entities' Responsibilities**

6. Except as otherwise provided in this contract, each individual Governmental Entity shall be responsible for and shall perform all duties and assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of

precinct voting equipment for each election and shall utilize county-provided software, as determined necessary by the County, to track the testing, assignment, deployment, chain of custody, and associated logistical operations of said equipment in Anoka County, as follows:

6.1. When Category A and/or B offices or questions appear on the ballot:

- 6.1.1. The municipality shall be responsible for and assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of precinct voting equipment for all elections which include a Category A and/or B office or question.
- 6.1.2. The municipality shall assume all costs required to arrange for the use of polling places in the manner required by the Minnesota election law, for ensuring the physical set up of rooms and furnishings are conducive to the voting process, and for ensuring that all necessary equipment and supplies are delivered to the polling place for use on Election Day.
- 6.1.3. The municipality shall assume all costs related to picking up ballots, supplies and equipment from the Anoka County Elections and Voter Registration Office in Anoka and other storage locations that may be arranged from time to time, and transporting them to and from the polling place.
- 6.1.4. The municipality shall assume all costs related to issuing, receiving and processing absentee ballots cast by in-person absentee voters in that municipality including procurement and preparation of physical spaces, equipment, and staff needed to administer the process, and costs for delivery of voted ballots to the Anoka County Central Count Absentee Precinct.
- 6.1.5. The municipality shall assume all costs related to recruiting, hiring, and paying Election Judges for all hours served including training, testing, election day assignments, and any other work assignments associated with the election.

6.2. When only Category C offices or questions appear on the ballot:

- 6.2.1. The School District shall be responsible and shall assume all costs associated with the production of test decks and conduct of pre-election and post-election tests and audits of precinct voting equipment for all elections which include only Category C offices or questions.
- 6.2.2. The school district shall assume all costs required to arrange for the use of polling places in the manner required by law, for ensuring the physical set up of rooms and furnishings are conducive to the voting process, and for ensuring that all necessary equipment and supplies are delivered to the polling place for use on Election Day.
- 6.2.3. The school district shall assume all costs related to picking up ballots, supplies and equipment from the Anoka County Elections and Voter Registration Office in Anoka and other storage locations that may be arranged from time to time, and transporting them to and from the polling place.

6.2.4. The school district shall assume all costs related to issuing, receiving and processing absentee ballots cast by in-person absentee voters in the school district including procurement and preparation of physical spaces, equipment, and staff needed to administer the process, and costs for delivery of voted ballots to the Anoka County Central Count Absentee Precinct.

6.2.5. The school district shall assume all costs related to recruiting, hiring, and paying Election Judges for all hours served including training, testing, election day assignments, and any other work assignments associated with the election.

Section 7 Allocation of Election Expenses

7. Except as already specifically provided for herein, the Voting Equipment System procurement, maintenance and support cost shall be divided between the county, its municipalities, and school districts as follows:

7.1. The County shall incur 55% of the actual cost of procurement, operation, and maintenance of the system over the duration of this contract.

7.2. Municipalities located wholly or in part in Anoka County shall, collectively, incur 30% of the actual cost of procurement, operation, and maintenance of the system over the duration of this contract.

7.3. School Districts located wholly or in part in Anoka County shall incur 15% of the actual cost of procurement, operation, and maintenance of the system over the duration of this contract.

7.4. Anoka County shall make all payments and expenditures for capital and on-going operating and maintenance costs related to the system throughout the duration of this contract.

7.5. The annual fee for each jurisdiction shall be established as follows:

7.5.1. Each individual municipality shall pay a fee equal to that percentage of the total Anoka County population residing in that municipality at the time of the most recent census multiplied by the municipal share (30%) of the actual cost of procurement, plus the actual cost of operation and maintenance of the system, as solely determined by the County, calculated annually throughout the duration of the contract

7.5.2. Each individual school district shall pay a fee equal to that percentage of the total Anoka County population residing in that school district at the time of the most recent census multiplied by the school district share (15%) of the actual cost of procurement, plus the actual cost of operation and maintenance of the system, as solely determined by the County, calculated annually throughout the duration of the contract.

7.5.3. Each Governmental Entity shall be invoiced annually by June 1 for each calendar year of the agreement for the above referenced fees. Said fees shall be due and payable within thirty (30) calendar days of invoicing.

7.5.4. The Governmental Entities hereby agree that they will not reallocate any of the costs incurred herein.

7.6. For each governmental entity, the County shall determine that proportion of the ballot devoted to offices and questions for that entity as a percentage of the total number of column inches on the ballot, and provide an invoice to the governmental entity for that share of the cost of ballot printing, paper and normal delivery charges.

7.7. For each governmental entity, the County shall determine that proportion of the ballot devoted to offices and questions for that entity as a percentage of the total number of column inches on the ballot, and provide an invoice to the governmental entity for that share of the cost of postage for domestic mailed absentee ballots and absentee ballots cast under the Uniformed Overseas Citizens Absentee Voting Act (UOCAVA).

Section 8 Documentation of Election Expenses

8. Documentation of actual expenditures as required by the County is required for the allocation of election expenses pursuant to this agreement. Invoices or billing statements are acceptable documentation for goods or services purchased for vendors.

Section 9 Ownership

9. The Governmental Entities acknowledge that the County owns the Voting Equipment System and that the Governmental Entities are authorized to use said Voting Equipment System for official election related purposes. Use of the Voting Equipment System by the Governmental Entities for any other purpose is strictly prohibited absent express written consent of the County. The Governmental Entities hereby acknowledge and agree that the Voting Equipment System may contain proprietary and trade secret information that is owned by a third party and is protected under federal copyright law or other laws, rules, regulations, and decisions. The Governmental Entities shall protect and maintain the proprietary and trade secret status of the Voting Equipment System in their possession.

Section 10 Handling Of Equipment and Insurance

10. Each municipality shall be responsible for storage of elections equipment assigned by the county to that municipality. Municipalities shall make all necessary elections equipment in its possession available to other entities as directed by the county.

Each Governmental Entity acknowledges that it shall be responsible for the Voting Equipment System while it is in the Governmental Entity's custody. Each Governmental Entity, either through insurance or a self-insurance program, shall be responsible for all costs, fees, damages and expenses including but not limited to personal injury, storage, damage, repair and/or replacement of the Voting Equipment System while it is in the

Governmental Entity's custody and this contract is in effect unless such costs, fees, damages, and expenses are then currently covered under a manufacturer warranty covering said equipment. The Governmental Entities shall be responsible for, provide coverage for and shall provide proof of general liability and worker's compensating insurance (Hold Harmless Agreement) for all individuals providing services required by this contract. In addition to the foregoing, the Governmental Entities shall, during the term of this contract, maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on all of the voting systems used or intended for use in this agreement to cover all repairs or replacement of the voting equipment if damaged or stolen. The Governmental Entities are responsible for any deductible under their policy.

**Section 11
Independent Contractor**

11. It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County or the Governmental Entities as the employee of the other entity for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the Governmental Entities. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law.

**Section 12
Data Practices**

12. All data created, collected, received, maintained, or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

**Section 13
No Waiver**

13. No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be observed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise.

**Section 14
Governing Law**

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

**Section 15
Entire Agreement**

15. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof and hereby rescinds and replace all prior Agreements with the respective Governmental Entities with this Agreement. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

**Section 16
No Assignment**

16. Neither party shall assign, sublet, or transfer this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempt to do so shall be void and of no force and effect.

**Section 17
No Warranty**

17. The Governmental Entities agree that the County is furnishing the Voting Equipment System on an "as is" basis, without representation or any express or implied warranties, other than those provided by any maintenance agreement entered into by the County for the maintenance of the Voting Equipment System, including but not limited to, fitness for particular purpose, merchantability or the accuracy and completeness of the Voting Equipment System.

The Governmental Entity's exclusive remedy and the County's sole liability for any substantial defect which impairs the use of the Voting Equipment System for the purposes stated herein shall be the right to terminate this agreement.

The County does not warrant that the Election Voting Equipment System will be error free.

The County disclaims any other warranties, express or implied, respecting this agreement or the Voting Equipment System.

In no event shall the County be liable for actual, direct, indirect, special, incidental, consequential damages (even if the County has been advised of the possibility of such damage) or loss of profit, loss of business or any other financial loss or any other damage arising out of performance or failure of performance of this Agreement by the County. Except as otherwise specifically provided for in this agreement, County and the Governmental Entities agree each will be responsible for their own acts and omissions under this Agreement and the results thereof and shall to the extent authorized by law defend, indemnify and hold harmless the other party for such acts. Each party shall not be responsible for the acts, errors or omissions of any other party under the Agreement and the results thereof. The parties' respective liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This paragraph shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this Agreement. Nothing in this Agreement

constitutes a waiver by the Governmental Entities or County of any statutory or common law defenses, immunities, or limits on liability.

**Section 18
Notice**

18. Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To the Governmental Entity: To the person and address designated by each Governmental Entity in writing.

To the County: Anoka County Administrator
 2100 3rd Avenue, Suite 700
 Anoka MN 55303

Copy to: Anoka County Elections Manager
 2100 3rd Avenue, Suite 160
 Anoka MN 55303

**Section 19
Audit Provision**

19. Both parties agree that either party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other party and involve transactions relating to this Agreement. Such materials shall be maintained, and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

**Section 20
Survival of Provisions**

20. It is expressly understood and agreed that the obligations and warranties of the Governmental Entity and County hereof shall survive the completion of performance and termination or cancellation of this Agreement.

**Section 21
Authority**

21. The person or persons executing this Joint Powers Agreement on behalf of the Governmental Entity and County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the Governmental Entity and the County and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

(Rest of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

COUNTY OF ANOKA

DocuSigned by:
Scott Schulte
By: 294D3682672D466...
Scott Schulte, Chair,
Anoka County Board of Commissioners
11/23/2021
Dated: _____

DocuSigned by:
Rhonda Sivarajah
By: 27D3CB52C23646E...
Rhonda Sivarajah,
Anoka County Administrator
11/24/2021
Dated: _____

APPROVED AS TO FORM:

DocuSigned by:
Jason Stover
By: 2DCA3AB3B7E34E1...
Jason Stover
Assistant Anoka County Attorney
11/29/2021
Dated: _____

CITY OF RAMSEY

By: Mark E. Kuzma
Mark E. Kuzma, Its Mayor

Dated: 10-07-2021

By: Colleen Lasher
Colleen Lasher, Its City Clerk

Dated: 10-06-21

***** SCHOOL DISTRICT *****

By:

****, Its Superintendent

Dated: _____

By:

***, Its ***

Dated: _____

201.225 ELECTRONIC ROSTER AUTHORIZATION.

Subdivision 1. **Authority.** A county, municipality, or school district may use electronic rosters for any election. In a county, municipality, or school district that uses electronic rosters, the head elections official may designate that some or all of the precincts use electronic rosters. An electronic roster must comply with all of the requirements of this section. An electronic roster must include information required in section 201.221, subdivision 3, and any rules adopted pursuant to that section.

Subd. 2. **Technology requirements.** An electronic roster must:

(1) be able to be loaded with a data file that includes voter registration data in a file format prescribed by the secretary of state;

(2) allow for data to be exported in a file format prescribed by the secretary of state;

(3) allow for data to be entered manually or by scanning a Minnesota driver's license or identification card to locate a voter record or populate a voter registration application that would be printed and signed and dated by the voter. The printed registration application can be a printed form, a label printed with voter information to be affixed to a preprinted form, a combination of a form and label, or an electronic record that the voter signs electronically and is printed following its completion at the polling place;

(4) allow an election judge to update data that was populated from a scanned driver's license or identification card;

(5) cue an election judge to ask for and input data that is not populated from a scanned driver's license or identification card that is otherwise required to be collected from the voter or an election judge;

(6) immediately alert the election judge if the voter has provided information that indicates that the voter is not eligible to vote;

(7) immediately alert the election judge if the electronic roster indicates that a voter has already voted in that precinct, the voter's registration status is challenged, or it appears the voter maintains residence in a different precinct;

(8) provide immediate instructions on how to resolve a particular type of challenge when a voter's record is challenged;

(9) provide for a printed voter signature certificate, containing the voter's name, address of residence, date of birth, voter identification number, the oath required by section 204C.10, and a space for the voter's original signature. The printed voter signature certificate can be a printed form, a label printed with the voter's information to be affixed to the oath, or an electronic record that the voter signs electronically and is printed following its completion at the polling place;

(10) contain only preregistered voters within the precinct, and not contain preregistered voter data on voters registered outside of the precinct, unless being utilized for absentee or early voting under chapter 203B or for mail balloting on election day pursuant to section 204B.45, subdivision 2a;

(11) be only networked within the polling location on election day, except for the purpose of updating absentee ballot records;

(12) meet minimum security, reliability, and networking standards established by the Office of the Secretary of State in consultation with the Department of Information Technology Services;

(13) be capable of providing a voter's correct polling place; and

(14) perform any other functions necessary for the efficient and secure administration of the participating election, as determined by the secretary of state.

Electronic rosters used only for election day registration do not need to comply with clauses (1), (8), and (10). Electronic rosters used only for preregistered voter processing do not need to comply with clauses (4) and (5).

Subd. 3. Minnesota Election Law; other law. Unless otherwise provided, the provisions of the Minnesota Election Law apply to the use of electronic rosters. Voters participating in the safe at home program must be allowed to vote pursuant to section 5B.06. Nothing in this section shall be construed to amend absentee voting provisions in chapter 203B.

Subd. 4. Election records retention. All voter signature certificates and voter registration applications printed from an electronic roster must be retained pursuant to section 204B.40. The electronic rosters must print voter signature certificates and voter registration applications on material that will remain legible through the period prescribed by section 204B.40. Data on election day registrants and voter history must be uploaded to the statewide voter registration system for processing by county auditors.

Subd. 5. Election day. (a) Precincts may use electronic rosters for election day registration, to process preregistered voters, or both. The printed election day registration applications must be reviewed when electronic records are processed in the statewide voter registration system. The election judges shall determine the number of ballots to be counted by counting the number of original voter signature certificates or the number of voter receipts.

(b) Each precinct using electronic rosters shall have a paper backup system approved by the secretary of state present at the polling place to use in the event that the election judges are unable to use the electronic roster.

Subd. 6. Reporting; certification. (a) A county, municipality, or school district that intends to use electronic rosters in an upcoming election must notify the Office of the Secretary of State at least 90 days before the first election in which the county, municipality, or school district intends to use electronic rosters. The notification must specify whether all precincts will use electronic rosters, and if not, specify which precincts will be using electronic rosters. The notification is valid for all subsequent elections, unless revoked by the county, municipality, or school district. If precincts within a county, municipality, or school district that were not included in the initial notification intend to use electronic rosters, a new notification must be submitted.

(b) The county, municipality, or school district that intends to use electronic rosters must certify to the Office of the Secretary of State at least 30 days before the election that the electronic rosters meet all of the requirements in this section.

History: 2014 c 288 art 1 s 1; 2016 c 158 art 1 s 78; 2021 c 31 art 2 s 16; 2023 c 62 art 4 s 26

206.89 POSTELECTION REVIEW OF VOTING SYSTEMS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION 24-055

**CITY OF OAK GROVE
COUNTY OF ANOKA
STATE OF MINNESOTA**

REQUESTING 2024 GENERAL ELECTION POST-ELECTION REVIEW

WHEREAS, the City Council of the City of Oak Grove desires to have a Post-Election Review (PER) conducted on the results of two of its precincts for the 2024 general election pursuant to Minnesota Statutes, section 206.89;

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

WHEREAS, a PER is required to include counting the votes for president or governor, United States Senator, and United States Representative, and the county-appointed postelection review official may conduct a PER of votes cast for additional offices;

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Oak Grove, Minnesota that:

1. In the event an Oak Grove election precinct is selected for a Post-Election Review (PER) of the 2024 general election, the City Council requests that the Anoka County Canvassing Board perform a second lot selection that includes only the other three precincts in Oak Grove and select one additional precinct.
2. In the event an Oak Grove election precinct is not selected for a PER of the 2024 general election, the City Council requests that the Anoka County Canvassing Board perform a second lot selection that includes only the four precincts in Oak Grove and select two precincts.
3. The City Council requests that any PER of an Oak Grove precinct include a review of the results of all state, county, and city offices, except judicial races, that include more than one candidate.

Adopted by the City Council this 29th day of April 2024.

Weston Rolf, Mayor

ATTEST:

Billi Larson, City Clerk

(Seal)

CC Work Session

Meeting Date: 05/14/2024

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

Information

Title:

Review Future Topics/Calendar

Purpose/Background:

Attached is the current list of future topics for work session discussions. Items are drawn from Council requests at meetings, or are related to topics that have been identified in the City's strategic plan. Tentative dates have been assigned.

Timeframe:

Funding Source:

Responsible Party(ies):

Outcome:

For Council review - no formal action necessary.

Attachments

Future Topics List

Form Review

Inbox

Brian Hagen

Form Started By: Katie Schmidt

Final Approval Date: 05/07/2024

Reviewed By

Brian Hagen

Date

05/07/2024 10:56 PM

Started On: 05/07/2024 11:11 AM

Row #		<u><i>Tentative City Council Future Work Session Topics</i></u>	
	Proposed Date	Topic	Minutes (Estimate)
	2024		
	TBD	Discuss Agenda layout	15
	May 28	Subdivision Code	45
	May 28	Personnel Policy	45
	June 11	Final Review of Personnel Policy	45
	June 11	Subdivision Code	45
	June 25	City Administrator Review	15
	June 25	Review Citizen Survey	45
	June 25	Audit Report	30
	July	Budget Season Begins	
	TBD	Continue Policy Project Discussion – continue Park Policy discussion – Riverblood	30
	TBD	Draft Trail Maintenance Policy – Riverblood	30
	TBD	Draft Stormwater Pond Maintenance Policy – Westby	30
	TBD	Review procedure/policy/best practice for introduction of resolutions/proclamations – Staff	20
	TBD	Discuss Council and B/C Remote Meetings Policy - Staff	15
	TBD	Decorum of Council Towards Meeting Attendees	