

City of Ramsey
Agenda
City Council Work Session
Tuesday, March 11, 2025

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. Curbside Recycling Contract
2. Continued review of the draft Rental Housing Licensing Inspections Policy
3. Old Town Hall Discussion - Renovation Quotes - EDA Recommendation - History - Next Steps

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.**

CC Work Session**Meeting Date:** 03/11/2025**Primary Strategic Plan Initiative:** Identify and implement operational efficiencies, cost savings and additional funding sources.**Information****Title:**

Curbside Recycling Contract

Purpose/Background:

The City of Ramsey is currently in the fifth and final year of a 5-year residential curbside recycling contract with ACE Solid Waste. The current contract runs through December 31, 2025. The purpose of this case is to initiate discussion on policy direction in advance of the expiration of the current recycling contract. Please note, this case and discussion focuses solely on recycling service and does not contemplate garbage service. Ultimately, there are essentially three (3) potential options to be considered:

- Enter into negotiations with the current recycling service provider to extend or renew the curbside recycling contract.
- Prepare a Request for Proposals (RFP) to solicit bids for a curbside recycling service.
- Migrate to an open hauling system (similar to what we currently have for garbage service), which would not necessarily include management and oversight of the curbside program by the City, but would still involve licensing of haulers, semiannual reporting to Anoka County (both financial and tonnage reports), and education and marketing efforts.

Time Frame/Observations/Alternatives:**Background and Historical Overview**

State Statute (Chapter 115A Waste Management) requires that residents, including both single-family and multifamily residences, have the opportunity to recycle. The City has historically satisfied this requirement with a contract for curbside collection of residentially generated recyclables. In fact, it appears that the City's first contract for curbside recycling service was executed in 1990 (recycling service at that time was \$1.15 per household), and since then, the City has continued to utilize a contracted service to ensure residents have an opportunity to recycle. The current contract specifically addresses all townhomes and single-family residential homes. Note that apartment complexes and the manufactured home park are treated as commercial accounts and are not part of the current contract meaning they need to secure recycling service through their trash hauler directly.

In addition to the statutory requirement that residents have an opportunity to recycle, the City also enters into a Recycling Agreement annually with Anoka County in order to receive funding to operate the recycling program (funding is provided by the State of Minnesota via the Select Committee on Recycling and the Environment or SCORE). Among other things, this annual agreement specifies the tonnage goal for each municipality. The 2025 tonnage goal for Ramsey, which is set by Anoka County, is 3,124 tons. The annual tonnage goal is based on population and type of housing split between single-family households at 225lbs per person and multi-unit households at 150lbs per person. These tonnage goals tend to increase each year in an attempt to meet the State of Minnesota's goal of recycling 75% of solid waste by 2030. The City of Ramsey has continuously achieved its annual tonnage goal since 2006 when Ramsey moved to a single sort system (rather than having to separate various materials and bagging them before putting them in the 18-gallon bin and setting them out at the curb).

The City of Ramsey can comply with Chapter 115A of State Statutes by either providing recycling service via a contract or by migrating to an open hauling system. Both options have their pros and cons, which are generally

laid out below.

Organized Collection (Contracted Recycling Service)

Organized collection of recycling, accomplished via a contracted service, oftentimes results in greater participation rates and greater volumes (tonnage) of material collected. Since one hauler would be serving the entire community, there are collection efficiencies realized that often result in a lower cost per household compared to an open hauling system. Organized collection typically means fewer trucks on residential streets as there are presently seven [7] licensed waste haulers in Ramsey, which, under an open hauling system, could result in seven [7] different recycling trucks coming down the same residential street. That would be in addition to garbage trucks, yard waste trucks, and organics collection trucks, which, per the latest Metropolitan Solid Waste Management Plan, by the year 2030, the option for curbside collection of organics must be available in cities with a population of 5,000 or more. Fewer trucks on the road would mean less wear and tear on our streets, reduced truck emissions, and should improve safety (fewer potential accidents with fewer trucks). Administration of a contracted recycling service tends to be more efficient compared to open hauling, since there is a single hauler that Staff has to work with to obtain tonnage data needed for the semi-annual reporting to Anoka County. Similarly, education and marketing tend to be more efficient and more specific also. This is because different haulers may have slightly different standards and/or accept more or less materials than other haulers.

On the other hand, organized collection has its cons as well. Coordination of upsizing or downsizing recycling carts (which can be requested by a resident at any time during the year) must go through the City rather than directly through the hauler. Also, requests for recycling carts to be delivered to a new construction home all have to come through City Staff. Any complaints related to the recycling service come through the City to be resolved rather than directly to the hauler (complaints/concerns have generally been scarce but can consume a lot of Staff time). Organized collection eliminates the option for residents to change haulers if they so desire, and it means that all households pay for recycling, even if they choose not to participate in the recycling program. Residents can choose not to recycle, but the monthly fee is still applicable.

Open Hauling System

In an open hauling system, the primary benefit is that residents have the freedom and ability to change haulers any time they so choose. A household will have a more direct relationship with their hauler as any questions and/or concerns they have would go directly to the hauler instead of to City Staff. This type of collection system tends to be more 'business friendly' for smaller haulers and/or a start-up hauling business. Though complaints could still escalate to City staff against the hauler's license.

As with organized collection, an open hauling system also has its own cons. Open hauling typically results in more collection trucks on local streets. The potential disadvantages of this include increased street maintenance (by the city), more truck emissions, and increased traffic (which could lead to more safety concerns). In an open hauling system, monthly costs tend to be higher per household, as there are likely greater distances between service addresses. Promotion and education (by the city) tend to be more generalized, since different haulers may accept different materials and/or have different preparation requirements.

Although not mandatory, many communities that operate under an open hauling system offer their residents a year-round recycling center. Presently, Ramsey does not have any such facility, nor does Ramsey have sufficient staffing or funding for such a facility. Additionally, if the City were to move toward an open hauling system, various code amendments would likely be needed, such as reporting requirements and specifying that any licensed hauler must offer recycling and that haulers cannot charge a household that recycles more than a household that does not recycle (State Statute 115A.93, Subd.3.c).

Finally, should the City opt to move to an open hauling system, moving back toward an organized system would be more challenging after the statutory changes that were adopted by the legislature in 2013 (the process is outlined under IV. Solid Waste and Recycling Collection D. Procedural Requirements for Adopting Organized Collection under the second attachment to this case).

Funding Source:

Funding for the City's recycling program is through the Select Committee on Recycling and the Environment (SCORE). This funding is used to cover that portion of the Senior Planner's salary spent on recycling activities, as well as recycling promotion and education, and the city's various recycling events throughout the year.

Recommendation:

Staff have been satisfied with the performance of the program and hauler as is. This information was presented to the Environmental Policy Board (EPB) at their February 10, 2025 meeting. The consensus of the EPB was that the City should continue with an organized collection system for recycling. The EPB recommended that the City first attempt to negotiate with the current hauler on either a contract extension or a new contract. The EPB further recommended that if negotiations are not successful, the City should issue a Request for Proposals for curbside recycling service.

Outcome/Action:

Provide direction to Staff on whether to initiate negotiations with the current hauler, draft an RFP for curbside recycling service, or migrate to an open hauling system.

Attachments

MN State Statute 115A.93

League of Minnesota Cities Informational Memo on City Solid Waste Management

Current Recycling Contract

DRAFT EPB Meeting Minutes Dated February 10, 2025

Form Review

Inbox

Brian Hagen

Form Started By: Chris Anderson

Final Approval Date: 03/06/2025

Reviewed By

Brian Hagen

Date

03/06/2025 08:34 AM

Started On: 03/04/2025 09:09 AM

115A.93 LICENSING; SOLID WASTE COLLECTION.

Subdivision 1. **License and registration required; reporting.** (a) A person may not collect mixed municipal solid waste for hire without a license from the jurisdiction where the mixed municipal solid waste is collected. The local licensing entity shall submit a list of licensed collectors to the agency.

(b) A person may not collect recyclable materials for hire unless registered with the agency. If a person is licensed under paragraph (a), the person need not register with the agency under this paragraph.

(c) The agency, in consultation with the Solid Waste Management Coordinating Board, the Association of Minnesota Counties, the Minnesota Solid Waste Administrators Association, and representatives from the waste industry, shall, by July 1, 2016, develop uniform short and long reporting forms that will reduce duplicative reporting to governmental units by collectors of solid waste and recyclable materials.

(d) A collector of mixed municipal solid waste or recyclable materials shall separately report to the agency on an annual basis information including, but not limited to, the quantity of mixed municipal solid waste and the quantity of recyclable materials collected:

- (1) from commercial customers;
- (2) from residential customers;
- (3) by county of origin; and
- (4) by destination of the material.

Subd. 2. **Local licensing.** (a) Each city and town may issue licenses for persons to collect mixed municipal solid waste for hire within their jurisdictions.

(b) County boards shall by resolution adopt the licensing authority of a city or town that does not issue licenses. A county may delegate its licensing authority to a consortium of counties or to municipalities to license collection of mixed municipal solid waste within the county.

Subd. 3. **License requirements; pricing based on volume or weight.** (a) A licensing authority shall require licensees to impose charges for collection of mixed municipal solid waste that increase with the volume or weight of the waste collected.

(b) A licensing authority may impose requirements that are consistent with the county's solid waste policies as a condition of receiving and maintaining a license.

(c) A licensing authority shall prohibit mixed municipal solid waste collectors from imposing a greater charge on residents who recycle than on residents who do not recycle.

(d) The commissioner may exempt a licensing authority from the requirements of paragraph (a) if the county within which the authority is located has an approved solid waste management plan that concludes that variable rate pricing is not appropriate for that jurisdiction because it is inconsistent with other incentives and mechanisms implemented within the jurisdiction that are more effective in attaining the goals of this chapter to discourage on-site disposal, littering, and illegal dumping.

(e) In the interim between revisions to the county solid waste management plan, the commissioner may exempt a licensing authority from the requirements of paragraph (a) if the commissioner makes the determination otherwise made by the plan in paragraph (d) and finds that the licensing authority:

(1) operates or contracts for the operation of a residential recycling program that collects more categories of recyclable materials than required in section 115A.552;

(2) has a residential participation rate in its recycling programs of at least 70 percent or in excess of the participation rate for the county in which it is located, whichever is greater; and

(3) is located in a county that has exceeded the recycling goals in section 115A.551.

An exemption granted by the commissioner in the interim between revisions to the county solid waste management plan is only effective until the county solid waste management plan is revised.

Subd. 3a. **Volume requirement.** A licensing authority that requires a pricing system based on volume instead of weight under subdivision 3 shall determine a base unit size for an average small quantity household generator and establish, or require the licensee to establish, a multiple unit pricing system that ensures that amounts of waste generated in excess of the base unit amount are priced higher than the base unit price.

Subd. 4. **Date certain.** By January 1, 1993, each county shall ensure that each city or town within the county requires each mixed municipal solid waste collector that provides curbside collection service in the city or town to obtain a license under this section or the county shall directly require and issue the licenses. No person may collect mixed municipal solid waste after January 1, 1993, without a license.

Subd. 5. **Customer data.** Customer lists provided to counties or cities by solid waste collectors are private data on individuals as defined in section 13.02, subdivision 12, with regard to data on individuals, or nonpublic data as defined in section 13.02, subdivision 9, with regard to data not on individuals.

History: *1Sp1989 c 1 art 20 s 8; 1991 c 337 s 42,43; 1992 c 593 art 1 s 25,26; 1993 c 351 s 23; 1996 c 470 s 12; 1Sp2005 c 1 art 2 s 161; 1Sp2015 c 4 art 4 s 111*

City Solid Waste Management

Understand city authority and requirements to regulate the collection and disposal of solid waste and the roles of state and county oversight. Read about city licensing authority and permitted assessments and fees. Learn about open and organized systems of solid waste collection, including their advantages and disadvantages. Includes a flowchart showing the process for adopting organized collection.

RELEVANT LINKS:

[Minn. Stat. § 412.221, subd. 22 \(3\), Minn. Stat. § 410.33, *Troje v. City Council of City of Hastings*, 310 Minn. 183, 245 N.W.2d 596 \(1976\).](#)

[Minn. Stat. § 443.18, Minn. Stat. § 410.01.](#)

See [Minn. Stat. §§ 443.18-443.35](#) for more information about first class cities' authority and restrictions regarding solid waste management.

See Information Brief, [Minnesota Solid Waste History](#), Minnesota House of Representatives.

I. Authority, oversight, and definitions

A. Authority to regulate

All cities are authorized to provide for or regulate by ordinance the disposal of sewage, garbage, and other refuse. This broad grant of police power authorizes cities to regulate the collection and disposal of solid waste.

B. Authority to acquire, construct, and operate solid waste facilities—first class cities

First class cities (Minneapolis, St. Paul, Duluth, and Rochester) are authorized:

- To acquire by purchase or condemnation lands on which to build plants for the destruction of garbage and other refuse.
- To purchase, build, operate, and maintain such plants for the destruction of garbage and other refuse.
- To provide for the collection of all such garbage or refuse and its delivery to destruction plants or other places.
- To pay and contract to pay for the same in such annual installments and at such a rate of interest on deferred payments as the city council determines.

Each of these actions must be authorized by at least a three-fourths vote of all members of the city council. First class cities have additional authority and restrictions regarding solid waste management.

C. State oversight

Before the 1970s, open burning and open dumping were the most common forms of solid waste management.

RELEVANT LINKS:

[Minn. Stat. § 115A.46. For Government and Partners: Materials and waste management, MPCA.](#)

[See Minn. Stat. ch. 115A.](#)

[Minn. Stat. § 115A.02.](#)

[Minn. Stat. § 115A.46. Minn. Stat. § 400.16. Minn. Stat. § 473.149. Minn. R. ch. 9215.](#)

[Minn. Stat. § 115A.46 subd. 5.](#)

[Minn. Stat. § 473.149. See Metropolitan Solid Waste Management Policy Plan 2022-2042.](#)

Beginning in the 1970s, the Minnesota Legislature adopted a variety of waste management regulations, and it gave the Minnesota Pollution Control Agency (MPCA) regulatory oversight over the management of solid waste and recycling.

The MPCA develops and enforces the state's solid waste management regulations. It also is responsible for approving the solid waste plans that counties must adopt. The MPCA offers a variety of tools to help counties, cities, and townships develop and support systems that recover resources and manage waste.

The Minnesota Legislature adopted the Waste Management Act in 1980. It establishes the following descending order of preference for waste management:

- Waste reduction and reuse.
- Waste recycling.
- Composting of source-separated compostable materials, including, but not limited to, yard waste and food waste.
- Resource recovery through mixed municipal solid waste composting or incineration.
- Land disposal that produces no measurable methane gas or that involves the retrieval of methane gas as a fuel for the production of energy to be used on-site or for sale.
- Land disposal that produces measurable methane and that does not involve the retrieval of methane gas as a fuel for the production of energy to be used on-site or for sale.

D. County oversight

Minnesota counties have primary responsibility for solid waste management, including recycling. All counties are required to adopt a solid waste plan that must include waste reduction and recycling provisions, as well as provisions to minimize the amount of waste disposed of in landfills.

After the MPCA has approved a county's solid waste plan, a city located in that county may not enter into a binding agreement governing solid waste management activity or develop or implement solid waste management activity (other than activity to reduce waste generation or reuse waste materials) that is inconsistent with the county's plan without the county's consent.

Metropolitan counties must develop solid waste management plans that are consistent with the most recent "metropolitan long range policy plan."

RELEVANT LINKS:

[Minn. Stat. § 115A.03, subd. 21.](#)

[Minn. Stat. § 115A.03, subd. 31.](#) [Minn. Stat. § 116.06, subd. 22.](#)

[Minn. Stat. § 115A.951.](#)
[Minn. Stat. § 115A.96.](#) [Minn. Stat. § 115A.03, subd. 17a.](#)
[Minn. Stat. § 115A.9565.](#)
[Minn. Stat. § 115A.931.](#)
[Minn. Stat. § 115A.932.](#)
[Minn. Stat. § 115A.9155.](#)
[Minn. Stat. § 115A.9157.](#)

E. Definitions

1. Mixed municipal solid waste

Mixed municipal solid waste is defined as “garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection.” Mixed municipal solid waste does not include “auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams.”

2. Solid waste

Solid waste is defined as “garbage, refuse, sludge from a water supply treatment plant or air contaminant treatment facility, and other discarded waste materials and sludges, in solid, semisolid, liquid, or contained gaseous form, resulting from industrial, commercial, mining, and agricultural operations, and from community activities.” Solid waste does not include:

- Hazardous waste.
- Animal waste used as fertilizer.
- Earthen fill, boulders, rock.
- Concrete diamond grinding and saw slurry associated with the construction, improvement, or repair of a road when deposited on the road project site in a manner that is in compliance with best management practices and rules of the agency.
- Sewage sludge.
- Solid or dissolved material in domestic sewage or other common pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents or discharges which are point sources subject to permits under section 402 of the Federal Water Pollution Control Act, as amended, dissolved materials in irrigation return flows.
- Source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended.

State law specifically prohibits certain items from being included in mixed municipal solid waste or in solid waste, including: telephone directories, major appliances, electronic products containing a cathode-ray tube, yard waste, tires, motor and vehicle fluids and filters, mercury or mercury-containing devices or products from which the mercury has not been removed for reuse or recycling, fluorescent tubes, and certain batteries.

RELEVANT LINKS:

[Minn. Stat. § 115A.935.](#)

[Minn. Stat. § 115A.03, subd. 38.](#)

[Minn. Stat. § 115A.03, subd. 25a.](#)

[Minn. Stat. § 115A.03, subd. 32b.](#)

[Minn. Stat. § 115A.03, subd. 32a.](#) [Minn. Stat. § 115A.93.](#)

State law also prohibits the disposal of solid waste generated outside Minnesota unless the waste meets all the solid waste management regulations of the state in which it was generated and contains none of the items otherwise banned from mixed municipal solid waste in Minnesota.

3. Yard waste

Yard waste is defined as “garden wastes, leaves, lawn cuttings, weeds, shrub and tree waste, and prunings.”

4. Recyclable materials

Recyclable materials are defined as “materials that are separated from mixed municipal solid waste for the purpose of recycling or composting, including paper, glass, plastics, metals, automobile oil, batteries, source-separated compostable materials, and sole source food waste streams that are managed through biodegradative processes.” Recyclable materials do not include refuse-derived fuel or other material that is destroyed by incineration.

5. Source-separated recyclable materials

Source-separated recyclable materials are defined as “recyclable materials, including commingled recyclable materials, that are separated by the generator.”

6. Source-separated compostable materials

Source-separated compostable materials are defined as materials that:

- Are separated at the source by waste generators for the purpose of preparing them for use as compost.
- Are collected separately from mixed municipal solid waste and are governed by the licensing provisions of section 115A.93.
- Are comprised of food wastes, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable.
- Are delivered to a facility to undergo controlled microbial degradation to yield a humus-like product meeting the MPCA’s class I or class II, or equivalent, compost standards, and where process rejects do not exceed 15 percent by weight of the total material delivered to the facility.
- May be delivered to a transfer station, mixed municipal solid waste processing facility, or recycling facility only for the purposes of composting or transfer to a composting facility, unless the commissioner determines that no other person is willing to accept the materials.

RELEVANT LINKS:

[Minn. Stat. § 115A.94.](#) See Section IV, *Solid waste and recycling collection*, for more information about organized collection.

[Waste Management in Minnesota, Minnesota State Auditor.](#)

[Minn. Stat. § 115A.94, subd. 5.](#) See Section IV, *Solid waste and recycling collection*, for more information about organized collection.

[Minn. Stat. § 115A.94, subd. 5.](#)

[Minn. Stat. § 473.811, subd. 5\(b\).](#) [Minn. Stat. § 473.121.](#)

7. Organized collection

Organized collection is defined as “a system for collecting solid waste in which a specified collector, or a member of an organization of collectors, is authorized to collect from a defined geographic service area or areas some or all of the solid waste that is released by generators for collection.”

8. Open collection

Open collection is generally defined as a system for collecting solid waste or recyclable materials where individual residents and businesses are free to contract with any collector licensed to do business in the city.

II. City regulation and licensing

A. Required regulation

There are three situations where cities are required to regulate solid waste collection.

1. County organized collection ordinance

Any county can adopt an ordinance requiring cities or towns within its boundaries to organize collection of solid waste. If a city does not comply with the county’s organized collection ordinance, the county can organize collection itself.

A county’s organized collection ordinance—in addition to requiring solid waste collection—may also require the separation and separate collection of recyclable materials, specify the material to be separated, and require cities to meet any performance standards for source separation contained in the county’s solid waste plan.

2. Cities in the metropolitan area

Cities in the metropolitan area must adopt an ordinance regulating the collection of solid waste within its boundaries. The metropolitan area includes the counties of Anoka, Carver, Dakota (excluding the cities of Northfield and Cannon Falls), Hennepin (excluding the cities of Hanover and Rockford), Ramsey, Scott (excluding the city of New Prague), and Washington. If a city is located in a metropolitan county that has adopted a collection ordinance, the city must adopt either the county ordinance by reference or a stricter ordinance. If a city is located in a metropolitan county that has adopted a recyclable-separation ordinance, the ordinance applies in all cities within the county that have failed to meet the local abatement performance standards stated in the most recent annual county report.

RELEVANT LINKS:

[Minn. Stat. § 115A.941.](#)

[Minn. Stat. § 115A.941.](#) See Section IV, *Solid waste and recycling collection*, for more information about organized collection.

[Minn. Stat. § 115A.941 \(b\).](#)

[Minn. Stat. § 115A.151.](#)

[Minn. Stat. § 115A.93, subd. 1.](#)

[Minn. Stat. § 115A.93, subd. 2.](#) [Minn. Stat. § 115A.93, subd. 1\(a\).](#) *Troje v. City Council of City of Hastings*, 310 Minn. 183, 245 N.W.2d 596 (1976).

[Minn. Stat. § 115A.93, subd. 3\(a\).](#)

3. Cities with a population of 1,000 or more

Any city, regardless of where it is located, with a population of 1,000 or more must ensure that every residential household and business in the city has solid waste collection service.

To comply with this requirement, cities are authorized to organize solid waste collection, provide collection by city employees, or require by ordinance that every household and business has a contract for collection services. An ordinance with such a requirement must also provide for enforcement. Cities must follow specific procedural requirements before adopting organized collection of solid waste.

A city with a population of 1,000 or more may exempt a residential household or business from the requirement to have solid waste collection service if the household or business ensures that an environmentally sound alternative is used.

B. Recycling required at city facilities

All statutory and home rule charter cities are required to ensure that facilities under their control, from which mixed municipal solid waste is collected, have containers for at least three recyclable materials, such as, but not limited to, paper, glass, plastic, and metal. Cities also must transfer all recyclable materials collected to a recycler.

C. Licensing

1. Solid waste collectors

State law prohibits any person from collecting mixed municipal solid waste for hire without a license from the jurisdiction where that waste is collected.

Cities are authorized to license solid waste collectors. If a city does so, it must submit a list of licensed collectors to the MPCA. County boards are required to adopt by resolution the licensing authority of any city that does not license solid waste collectors. If a city acts as a licensing authority, it may impose requirements that are consistent with the county's solid waste policies. In addition, state law establishes several requirements that must be imposed for any license issued to a solid waste collector.

First, a license must require collectors to impose charges for collection of mixed municipal solid waste that increase with the volume or the weight of waste collected. For example, a solid waste collector could charge fees that increase with the increasing volume of solid waste generated by customers.

RELEVANT LINKS:

[Minn. Stat. § 115A.93, subd. 3\(d\).](#)

[Minn. Stat. § 115A.93, subd. 3\(e\).](#)

[Minn. Stat. § 115A.93, subd. 3a.](#)

[Minn. Stat. § 115A.93, subd. 3\(e\).](#)

[Minn. Stat. § 115A.553, subd. 2. Minn. Stat. § 115A.93, subd. 1\(b\).](#)

[Minn. Stat. § 115A.46, subd. 5.](#)

[Orr v. City of Rochester, 193 Minn. 371, 258 N.W. 569 \(1935\).](#)

Garbage carts of different sizes, measured by their volume in gallons, could be issued to customers who can decide what size garbage cart best suits their disposal needs.

The commissioner of the MPCA may exempt a licensing authority from this requirement if the county in which the city is located has an approved solid waste plan that concludes that variable rate pricing is not appropriate for that jurisdiction because it is inconsistent with other incentives and mechanisms

implemented that are more effective in attaining the goals of discouraging on-site disposal, littering, and illegal dumping. The commissioner may also exempt a collector from this requirement while revisions are being made to the county's solid waste plan if certain conditions are met. The exemption is only effective until the county solid waste plan is revised.

Second, a license that requires a pricing system based on volume instead of weight shall determine a base unit size for an average small quantity household generator of waste and establish, or require the licensee to establish, a multiple unit pricing system that ensures that amounts of waste generated in excess of the base unit amount are priced higher than the base unit price.

Third, a license shall prohibit collectors from imposing a greater charge on residents who recycle than on residents who do not.

2. Recycling collectors

Counties can require either county or municipal licenses for the collection of recyclable materials. A person may not collect recyclable materials for hire unless that person is licensed locally or is registered with the MPCA. Each county must ensure that materials separated for recycling are taken to markets for sale or to recyclable material processing centers. No county may prevent a person that generates or collects solid waste from delivering recyclable materials to a recycling facility of the generator's or collector's choice.

If a city acts as a licensing authority, it may impose requirements that are consistent with the county's recycling policies. A city can also impose requirements that are in addition to or different from the county's policies if the city's requirements are designed to reduce waste generation or promote the reuse of waste materials.

3. License fees

State law does not address the amount that cities can charge for licenses for collection of solid waste or recyclable materials. Generally, a license fee must be reasonable.

RELEVANT LINKS:

Waste Systems Corp. v. County of Martin, 985 F.2d 1381 (8th Cir. 1993). *C & A Carbone, Inc. v. Town of Clarkstown, New York*, 511 U.S. 383 (1994).

Ben Oehrleins and Sons and Daughter, Inc. v. Hennepin County, 115 F.3d 1372 (8th Cir. 1997).

City of Philadelphia v. New Jersey, 437 U.S. 617 (1978). *United Haulers Ass'n, Inc. v. Oneida-Herkimer Solid Waste Management Auth.*, 550 U.S. 330 (2007).

LSP Transmission Holdings, LLC v. Sieben, 954 F.3d 1018, 1026 (8th Cir. 2020).

General Motors Corporation v. Tracy, 519 U.S. 278, 306 (1997).

Paul's Industrial Garage, Inc. v. Goodhue County, No. 21-2614 (8th Cir. 2022).

Minn. Stat. §§ 115A.83-115A.86.

Minn. Stat. § 115A.83 subd. 2. Minn. Stat. § 115A.03, subds. 27 and 28.

It should not be viewed as a source of revenue and should be in an amount that is close to the direct and indirect costs in issuing the license and regulating the licensed activity.

D. Requiring use of specific waste facility

Some municipalities have adopted ordinances that regulate the flow of solid waste, for example, by designating where it must be taken for disposal. This is generally done as a tool to achieve solid waste management goals.

Flow control ordinances may raise constitutional issues under the Commerce Clause of the United States Constitution if they interfere with the flow of interstate commerce.

Courts have recognized a distinction under the Commerce Clause that generally allows municipalities more authority to take actions affecting solid waste if they are acting as a “market participant” instead of as a government regulator. When a municipality is providing for or contracting for waste management services, it generally is thought to be acting as a market participant.

The dormant Commerce Clause prohibits states from implementing regulations that favor in-state economic interests by burdening out-of-state competitors. However, courts have found that local governments may provide differential treatment to entities that perform different services in the same market as long as no actual or prospective competition exists. For example, a county ordinance that requires waste be made into refuse-derived fuel (RDF) and transferred to a state-run energy plant instead of contracting an out of state entity that transfers waste to a landfill does not violate the dormant Commerce Clause because the out-of-state entity performs a different service.

State law authorizes counties or sanitary districts to adopt a designation ordinance requiring that all solid waste generated within a specific geographic area must be delivered to a specific solid waste facility. A designation ordinance does not apply to the following materials:

- Materials separated from solid waste and recovered for reuse in their original form or for use in manufacturing processes.
- Materials that are processed at a resource recovery facility at the capacity in operation at the time that the designation plan is approved by the commissioner of the MPCA.

RELEVANT LINKS:

[Minn. Stat. § 115A.94, subd. 3.](#) [Minn. Stat. § 115A.86.](#)

[Minn. Stat. § 473.813.](#)

LMCIT staff can assist in reviewing city contracts, especially provisions related to insurance and liability. For more information, contact Chris Smith, Risk Management Attorney, at csmith@lmc.org or 651-281-1269.

[Minn. Stat. § 115A.93, subd. 5.](#) [Minn. Stat. § 13.02, subds. 9, 12.](#)

[Minn. Stat. § 443.015.](#) See [Adopting Assessments for Unpaid Charges for Garbage Collection and Disposal Services, LMC Model Resolution.](#)

- Materials that are separated at a permitted transfer station located within the boundaries of the designating authority for the purpose of recycling the materials if either: (1) the transfer station was in operation on Jan. 1, 1991; or (2) the materials were not being separated for recycling at the designated facility at the time the transfer station began separation of the materials.
- Recyclable materials that are being recycled, and residuals from recycling if there is at least an 85 percent volume reduction in the solid waste processed at the recycling facility and the residuals are managed as separate waste streams.

If a city organizes collection, by contract or as a municipal service, it may include a requirement that all or any portion of the solid waste be delivered to a waste facility identified by the city. This requirement would not apply to recyclable materials and materials that are processed at a resource recovery facility at the capacity in operation at the time the requirement is imposed. In a district or county where a resource recovery facility has been designated by ordinance, organized collection must conform to the designation ordinance’s requirements.

Cities in the metropolitan area have authority to directly negotiate and enter into contracts—for a term not to exceed 30 years—for the delivery of solid waste to a waste facility, and the processing of solid waste. Contracts made by direct negotiations shall be approved by resolution.

Before a city in the metropolitan area enters into a contract for a period of more than five years, it must submit the proposed contract and a description of the proposed activities under the contract to the commissioner of the MPCA for review and approval.

E. Customer lists

Customer lists that solid waste collectors provide to cities are private data on individuals, or nonpublic data with regard to data not on individuals, under the Minnesota Government Data Practices Act.

III. City assessments and fees

A. Assessments for unpaid services

Any statutory city or city of the fourth class that provides, by contract or otherwise, for garbage collection and disposal may by ordinance require the owners of all property served to pay the proportionate cost of the service to their properties.

RELEVANT LINKS:

[Providing for Assessment of Unpaid Charges for Garbage Collection and Disposal Services, LMC Model Ordinance.](#)

[Minn. Stat § 443.26 – 443.35.](#)
[Minn. Stat. § 443.29.](#)

[Minn. Stat. § 115A.921, subd. 1.](#)

[Minn. Stat. § 115A.921, subd. 1\(b\).](#)

[Minn. Stat. § 115A.921, subd. 2.](#) [Minn. Stat. § 115A.03, subd. 7.](#)

[Minn. Stat. § 115A.921, subd. 2.](#)

The city council may annually levy an assessment equal to the unpaid cost as of Sept. 1 of each year against each lot or parcel of land. The assessment may include a penalty not to exceed 10 percent of the unpaid amount, and shall bear interest not exceeding 6 percent per year. Such assessments shall be certified to the county auditor and shall be collected and remitted to the city treasurer in the same manner as assessments for local improvements.

First class cities (Minneapolis, St. Paul, Duluth, and Rochester) have additional authority to collect unpaid charges for rubbish disposal in a civil action, or to assess them against the property receiving the service and collect them as other taxes are collected.

B. City fees

1. Operators of disposal facilities

A city may charge a fee that cannot exceed \$1 per cubic yard of waste, or its equivalent, on operators of facilities for the disposal of mixed municipal solid waste located in the city. The fees must be credited to the city’s general fund. Revenue produced by 25 cents of the fee must be used only for purposes of landfill abatement or for mitigating and compensating for the local risks, costs, and other adverse effects of the facilities.

Revenue produced by the balance of the fee may be used for any general fund purpose.

There is an exemption from this fee for waste residue from recycling facilities at which recyclable materials are separated or processed for the purpose of recycling, or from energy and resource-recovery facilities at which solid waste is processed for the purpose of extracting, reducing, converting to energy, or otherwise separating and preparing solid waste for reuse if there is at least an 85 percent weight reduction in the solid waste processed.

A city also may charge a fee not to exceed 50 cents per cubic yard of waste, or its equivalent, on operators of facilities for the disposal of construction debris located within the city. The revenue from the fees must be credited to the city general fund. Two-thirds of the revenue must be used only for purposes of landfill abatement or for purposes of mitigating and compensating for the local risks, costs, and other adverse effects resulting from the facilities.

There is an exemption from 25 percent of this fee if the facility has implemented a recycling program that the county has approved, and 25 percent if the facility contains a liner and leachate collection system the MPCA has approved.

RELEVANT LINKS:

[Minn. Stat. § 115A.929.](#)

[Minn. Stat. § 115A.03, subd. 36.](#)

[Minn. Stat. § 115A.919.](#)
[Minn. Stat. § 115A.921.](#)

[Minn. Stat. § 115A.923.](#)
For more information about these fees see Section III. B., *City Fees*. [Minn. Stat. § 115A.929.](#)

[Minn. Stat. § 115A.945.](#)

[Analysis of Waste Collection Service Arrangements](#), Minnesota Pollution Control Agency, June 2009.

Two-thirds of the revenue from this fee must offset any financial assurances required by the city for a construction debris facility. The maximum revenue that may be collected for this type of fee must be determined by multiplying the total permitted capacity of a facility by 15 cents per cubic yard. Once the maximum revenue has been collected for a facility, the fees in this subdivision may no longer be imposed.

2. Accounting for fees

Cities that provide for solid waste management shall account for all revenue collected from waste management fees, together with interest earned on revenue from the fees, separately from other revenue collected by the city.

Cities must report revenue collected from the fees and use of the revenue separately from other revenue and use of revenue in any required financial report or audit.

A city provides solid waste management and is subject to this requirement for a separate accounting and reporting if a city engages in any activities that are intended to affect or control the generation of waste, or engages in any activities that provide for or control the collection, processing, and disposal of waste. State law defines waste management fees as:

- All fees, charges, and surcharges collected under sections 115A.919, 115A.921, and 115A.923 of the Minnesota Statutes.
- All tipping fees collected at waste management facilities owned or operated by the city.
- All city charges for waste collection and management services.
- Any other fees, charges, or surcharges imposed on waste for the purpose of waste management, whether collected directly from generators, indirectly through property taxes, or as part of utility or other charges for city-provided services.

Any city that provides or pays for the costs of collection or disposal of solid waste must, through a billing or other system, make the prorated share of those costs for each solid waste generator visible and obvious to the generator.

IV. Solid waste and recycling collection

A. Types of collection systems—open collection and organized collection

The two main types of collection systems for solid waste and recycling are commonly referred to as “open collection” and “organized collection.”

RELEVANT LINKS:

[Minn. Stat. § 115A.94, subds. 1, 3.](#) See Section IV.D., *Procedural requirements for adopting organized collection*, for more information.

[Minn. Stat. § 115A.94, subd. 3.](#)

[Minn. Stat. § 471.345.](#) [Minn. Stat. § 412.311.](#) *Schwandt Sanitation of Paynesville v. City of Paynesville*, 423 N.W.2d 59 (Minn. Ct. App. 1988).

[Minn. Stat. § 115A.94, subd. 3.](#) [Minn. Stat. § 115A.86.](#)

[Minn. Stat. § 115A.94, subd. 3.](#)

A 2009 study authorized by the MPCA estimated that the number of cities with open solid waste collection was between 65 to 80 percent, and the number of cities with organized solid waste collection was between 20 to 35 percent. The same study indicated that the number of cities with open recycling was estimated to be between 40 to 60 percent, and the number of cities with organized recycling was estimated to be between 50 to 60 percent.

Open collection is generally defined as a collection system where individual residents and businesses are free to contract with any collector licensed to do business in the city.

Organized collection is defined as a “system for collecting solid waste in which a specified collector, or a member of an organization of collectors, is authorized to collect from a defined geographic service area or areas some or all of the solid waste that is released by generators for collection.”

A city must comply with certain procedural requirements in the organized collection statute before adopting organized collection of solid waste. There may be additional procedural requirements for home rule charter cities.

A city may organize collection as a municipal service where city employees collect solid waste from a defined geographic service area or areas. In the alternative, cities may organize collection by using one or more private collectors or an organization of collectors. The agreement with the private collectors may be made through an ordinance, franchise, license, negotiated or bid contract, or by other means.

The competitive bidding requirements in state law do not apply to city contracts for solid waste collection because a contract for these services does not meet the definition of a “contract” that is subject to the Uniform Municipal Contracting Law.

Organized collection accomplished by contract or as a municipal service may include a requirement that all or any portion of the solid waste—except recyclable materials and materials that are processed at a resource-recovery facility at the capacity in operation at the time the requirement is imposed—be delivered to a waste facility identified by the city. In a district or county where a resource-recovery facility has been designated by ordinance, organized collection must conform to the ordinance’s requirements.

Cities are prohibited from establishing or administering organized collection in a way that impairs recycling. Further, cities must exempt recyclable materials from organized collection upon a showing by the person who generates the recyclables or a collector of recyclables that the materials are or will be separated from mixed municipal solid waste by the generator, separately collected, and delivered for reuse in their original form or for use in a manufacturing process.

RELEVANT LINKS:

[Minn. Stat. § 115A.94, subds. 1, 3. Minn. Stat. § 115A.03, subds. 25a, 31. Minn. Stat. § 116.06, subd. 22.](#)

[Waste Recovery Coop. of Minn. v. Cnty. of Hennepin, 475 N.W.2d 892 \(Minn. Ct. App. 1991\).](#)

[Minn. Stat. § 115A.94, subd. 6.](#)

[Minn. Stat. § 115A.03, subd. 4. Minn. Stat. § 115A.94.](#)

[Jennissen v. City of Bloomington, 913 N.W.2d 456 \(Minn. 2018\). Clark v. City of Saint Paul, 934 N.W.2d 234 \(Minn. 2019\). Jennissen v. City of Bloomington, 938 N.W.2d 808 \(Minn. 2020\).](#)

It is not absolutely clear whether a city that decides to enter into an agreement for the collection of recyclable materials, including source-separated compostable materials, with one collector or an organization of collectors is required to comply with the procedural requirements in the organized collection statute. The answer likely depends on whether the definition of “solid waste” referenced in the organized collection statute should be interpreted to include recyclable materials.

The Minnesota Court of Appeals, in a published opinion, considered a similar issue of whether telephone directories, which were collected for recycling, were subject to a county’s designation ordinance requiring mixed municipal solid waste to be disposed of at a county-designated facility. The court of appeals concluded that the telephone directories did not meet the definition of mixed municipal solid waste or of solid waste because they were being collected for recycling in a “separate waste stream” and were not being “discarded” as solid waste.

If a city is considering entering into an agreement for the collection of recyclable materials with one collector or an organization of collectors, it should consult its city attorney to determine whether it must follow the procedural requirements in the organized collection statute.

B. Organized collection is generally optional

The organized collection statute provides that the authority to organize the collection of solid waste is optional and is in addition to authority governing solid waste collection granted by other law. The statute also provides that a city may exercise any authority granted by any other law, including a home rule charter, to govern collection of solid waste. A city would only be required to organize collection if the county in which it is located has by ordinance required cities within its jurisdiction to organize collection.

The Waste Management Act defines cities as “statutory and home rule charter cities authorized to plan under sections 462.351 to 462.364.” Therefore, both statutory and home rule charter cities may adopt organized collection using the procedures outlined in the organized collection statute.

The Minnesota Supreme Court has held that the Waste Management Act does not preempt home rule charter cities from regulating the process for organizing the collection of solid waste. Instead, the Supreme Court concluded that the Act establishes the minimum procedural requirements that cities must follow before adopting organized collection, and that home rule charter cities may be subject to additional procedural requirements, including those adopted through a citizen petition for a referendum or for a proposed charter amendment.

RELEVANT LINKS:

Analysis of Waste Collection Service Arrangements, Minnesota Pollution Control Agency, June 2009.

Analysis of Waste Collection Service Arrangements, Minnesota Pollution Control Agency, June 2009.

The Benefits of Organized Collection, Minnesota Pollution Control Agency, Feb. 2012. *Analysis of Waste Collection Service Arrangements*, Minnesota Pollution Control Agency, June 2009.

C. Open collection versus organized collection: pros and cons

1. Open collection

There are several frequently cited advantages of open collection:

- Residents have more choice and are free to select a solid waste collector based on their preference.
- There is a direct relationship between the solid waste collector and its customers.
- There are minimal administrative costs for cities.
- Smaller solid waste collectors are better able to enter the market in an open collection system by servicing a portion of city residents.

In contrast, there are several frequently cited disadvantages of open collection:

- Open collection generally results in a more expensive monthly cost for residents.
- Multiple collectors mean more truck traffic and the resulting negative side effects, including the potential for added street maintenance costs, and increased vehicle noise and emissions, fuel consumption, and vehicle accidents.
- There may be inconsistent charges for the same level of service in a city.
- Cities have reduced ability to manage solid waste collection.

2. Organized collection

There are several frequently cited advantages of organized collection:

- The price paid by households in an organized collection system is generally lower per month for similar service levels than in an open collection system due to increased efficiencies from serving every household or business in the community or on a particular route.
- Limiting the number of solid waste collectors allows cities to decrease the impacts of increased truck traffic, including the potential for added street maintenance costs, vehicle noise and emissions, fuel consumption, and vehicle accidents.
- Cities have greater ability to manage solid waste collection and can establish service requirements.
- Standardized service makes public education easier.
- Cities' ability to seek requests for proposals on a regular basis helps lower costs.

RELEVANT LINKS:

Analysis of Waste Collection Service Arrangements, Minnesota Pollution Control Agency, June 2009.

Minn. Stat. § 115A.94, 2013 Minn. Laws ch. 45.

See Appendix A, Organized Collection Flowchart.

Minn. Stat. § 115A.03, subd. 4. Minn. Stat. § 115A.94.

Jennissen v. City of Bloomington, 913 N.W.2d 456 (Minn. 2018). *Clark v. City of Saint Paul*, 934 N.W.2d 234 (Minn. 2019). *Jennissen v. City of Bloomington*, 938 N.W.2d 808 (Minn. 2020).

Minn. Stat. § 115A.94, subd. 4d. Minn. Stat. § 331A.03.

In contrast, there are several frequently cited disadvantages of organized collection:

- Households and businesses do not get to choose their collector.
- Cities have greater administrative involvement and costs.
- Small collectors have higher entry costs to get into the market and competitive opportunities are limited to contract openings.
- The statutory requirements for switching from open collection to organized collection are time consuming and can be difficult politically.

D. Procedural requirements for adopting organized collection

There are several procedural steps a city must take before it is authorized to adopt organized collection of solid waste.

The Minnesota Legislature adopted significant changes to the organized collection statute in 2013 that were designed to simplify the process for adopting organized collection. Any city that has adopted organized collection as of May 1, 2013, is exempt from the new requirements.

The Waste Management Act defines cities as “statutory and home rule charter cities authorized to plan under sections 462.351 to 462.364.” Therefore, both statutory and home rule charter cities may adopt organized collection using the procedures outlined in the organized collection statute.

The Minnesota Supreme Court has held that the Waste Management Act does not preempt home rule charter cities from regulating the process for organizing the collection of solid waste. Instead, the Supreme Court concluded that the Act establishes the minimum procedural requirements that cities must follow before adopting organized collection, and that home rule charter cities may be subject to additional procedural requirements, including those adopted through a citizen petition for a referendum or for a proposed charter amendment.

1. Notice to public and to licensed collectors

A city with more than one licensed collector must first give notice to the public and to all licensed collectors that it is considering adopting organized collection. State law does not specify how notice should be provided. The League recommends providing both published notice and individual mailed notice to each licensed collector.

RELEVANT LINKS:

[Minn. Stat. § 115A.94, subd. 4d.](#)

[Minn. Stat. § 115A.94, subd. 4e.](#)

[Minn. Stat. § 115A.94, subd. 4d.](#)

[Minn. Stat. § 115A.94, subd. 4d.](#)

[Minn. Stat. § 115A.94, subd. 4d.](#)

[Minn. Stat. § 115A.94, subd. 4d.](#)

[Minn. Stat. § 115A.94, subd. 4c.](#)

LMCIT staff can assist in reviewing city contracts, especially provisions related to insurance and liability. For more information, contact Chris Smith, Risk Management Attorney, at csmith@lmc.org or 651-281-1269.

2. Exclusive negotiation period with licensed collectors

After the city provides notice of its intent to consider adopting organized collection, it must provide a negotiation period that is exclusive between the city and all collectors licensed to operate in the city. This exclusive negotiation period must be at least 60 days, but it may be longer if the city chooses.

Before the exclusive meetings and negotiation, participating licensed collectors and elected officials must meet and confer regarding waste collection issues, including but not limited to road deterioration, public safety, pricing mechanisms, and contractual considerations unique to organized collection.

A city is not required to reach an agreement with the licensed collectors during this period. The purpose of the exclusive negotiation period is to allow the licensed collectors an opportunity to develop a proposal in which they, as members of an organization of collectors, will collect solid waste from designated sections of the city.

The proposal must contain identified city priorities, including issues related to zone creation, traffic, safety, environmental performance, service provided, and price, and must reflect existing collectors maintaining their respective market share of business as determined by each hauler's average customer count during the six months before the beginning of the exclusive negotiation period.

If an existing collector opts to be excluded from the proposal, the city may allocate its customers proportionally based on market share to the participating collectors who choose to negotiate.

If an organized collection agreement is established as a result of the exclusive negotiation period, the initial agreement must be in effect for seven years. Upon execution of an agreement between the participating licensed collectors and the city, the city shall establish organized collection through appropriate local controls. The city does not need to establish a solid waste collection options committee if it reaches an agreement with the licensed haulers during the exclusive negotiation period; however, the city must first provide public notice and a public hearing before officially deciding to implement organized collection. Organized collection may begin no sooner than six months after the effective date of the city's decision to implement organized collection.

RELEVANT LINKS:

[Minn. Stat. § 115A.94 subd. 4a.](#) [Minn. Stat. ch. 13D.](#)

[Minn. Stat. § 115A.94, subd. 4b.](#)

[Minn. Stat. § 115A.94, subd. 4b.](#)

[Minn. Stat. § 115A.94, subd. 4b.](#)

[Minn. Stat. § 115A.94, subd. 4b.](#)

[Minn. Stat. § 115A.94, subd. 4b.](#)

3. Solid waste collection options committee

If a city does not reach an agreement with its licensed collectors during the exclusive negotiation period, it may form by resolution a “solid waste collection options committee” to study additional methods of solid waste collection. The city council appoints the committee members. The committee is subject to the open meeting law and has several mandatory duties.

First, the committee shall determine which methods of solid waste collection to examine, which must include at least three methods of collection: (1) the existing system of collection; (2) a system in which a single collector collects solid waste from all sections of the city; and (3) a system in which multiple collectors, either singly or as members of an organization of collectors, collect solid waste from different sections of the city.

Second, the committee shall establish a list of criteria on which the organized collection methods selected for examination will be evaluated, which may include: costs to residential subscribers; the impacts on residential subscribers’ ability to choose a provider of solid waste service based on the desired level of service, costs, and any other factors; the impact of miles driven on city streets and alleys and the incremental impact of miles driven by collection vehicles; initial and operating costs of implementing the solid waste collection system; providing incentives for waste reduction; impacts on solid waste collectors; and other physical, economic, fiscal, social, environmental, and aesthetic impacts.

Third, the committee shall collect information regarding the operation and efficacy of existing methods of organized collection in other cities and towns.

Fourth, the committee shall seek input from, at a minimum:

- The city council.
- The city official responsible for solid waste issues.
- Persons currently licensed to operate solid waste collection and recycling services in the city.
- City residents who currently pay for residential solid waste collection services.

Finally, the committee must issue a report on its research, findings, and any recommendations to the city council.

RELEVANT LINKS:

[Minn. Stat. § 115A.94, subd. 4c.](#)

[Minn. Stat. § 115A.94, subd. 4c.](#)
[Minn. Stat. § 115A.94, subd. 3.](#)

[Minn. Stat. § 115A.94, subd. 7.](#)

[Minn. Stat. § 115A.94, subd. 4f.](#)
[Minn. Stat. § 604.02.](#)

4. Public notice and public hearing

A city council shall consider the committee’s report and recommendations. A city must provide public notice and hold at least one public hearing before deciding to implement organized collection.

5. Implementation

A city can begin organized collection no sooner than six months after the effective date of the city’s decision to implement organized collection. A city may organize collection as a municipal service where city employees collect solid waste from a defined geographic service area or areas. In the alternative, cities may organize collection by using one or more private solid waste collectors or an organization of collectors. An agreement with private collectors may be made through an ordinance, franchise, license, negotiated or bid contract, or by other means.

6. Anticompetitive conduct

A city that organizes collection is authorized to engage in anticompetitive conduct to the extent necessary to plan and implement its chosen organized collection system and is immune from liability under state laws relating to antitrust, restraint of trade, and unfair practices, and other regulation of trade or commerce.

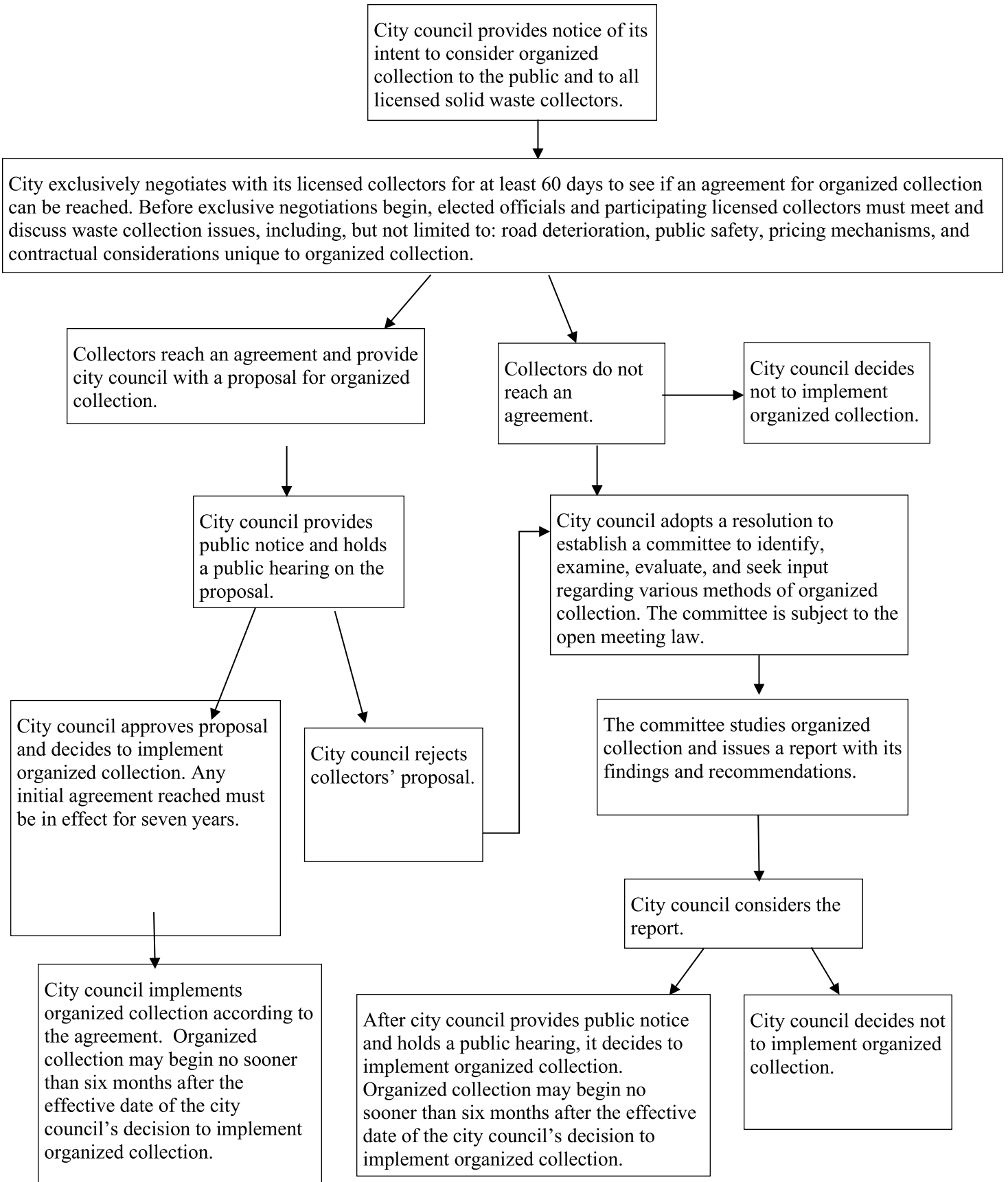
7. Joint liability limited

An organized collection agreement must not obligate a participating licensed collector for damages to third parties solely caused by another participating licensed collector, notwithstanding section 604.02 of the Minnesota Statutes. The organized collection agreement may include joint obligations for actions that are undertaken by all the participating collectors.

V. Conclusion

Cities have broad authority to regulate the collection and disposal of solid waste. Cities exercise this authority subject to state and county oversight. Cities should work closely with their city attorneys when exercising this authority by requiring licenses, imposing fees and assessments, entering into contracts, and adopting ordinances. Cities must comply with procedural requirements in the organized collection statute before they may adopt organized collection of solid waste.

Appendix A: Organized Collection Flowchart



**CITY OF RAMSEY
CONTRACT FOR CURBSIDE
RECYCLING SERVICES**

This agreement is made as of the 15th day of January, 2021, between the City of Ramsey, a Minnesota municipal corporation located at 7550 Sunwood Drive, Ramsey, MN 55303 ("City"), and Ace Solid Waste, Inc. a Minnesota corporation located at 6601 McKinley St. N.W., Ramsey, MN 55303 ("Contractor").

The City and the Contractor agree as follows:

SECTION 1. PURPOSE

The purpose of this agreement is to establish a curbside Recycling Program for the collection of Recyclable Materials from residents of the City of Ramsey.

SECTION 2. DEFINITIONS

For purposes of this Contract, the following words and terms shall have the definitions given them by this section.

- A. "CITY ADMINISTRATOR" means the then duly appointed and qualified City Administrator of the City of Ramsey.
- B. "CONTAINER" means plastic wheeled carts with lids provided by and maintained by the Contractor in which Recyclable Materials can be stored and later placed at curbside for collection as specified by the City.
- C. "EXCLUDED WASTE" means any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations.
- D. "RECYCLING PROGRAM" means the collecting of all Recyclable Materials accumulated in Containers at Residential Properties located within the City and the transporting of the Recyclable Materials to a site where they can be processed for the marketplace as determined by the Contractor.
- E. "RECYCLABLE MATERIALS" means glass containers having no plastic, metal or other lids, plastic containers, tubs and lids, metal beverage and food cans, newspapers, corrugated cardboard, boxboard defined as cereal, cake, and chip boxes, paper cartons defined as juice, milk, soup and broth cartons, mixed mail, paperback books, magazines and phone books and other materials as mutually agreed by the City and Contractor.
- F. "RESIDENTIAL PROPERTY" means all single family and other residential dwelling units where a separate driveway and/or garage exist for each unit or group of units within City

limits. Multi-unit apartment buildings and residential dwelling units above commercial businesses, which, for the purposes of this contract, are not defined as Residential Property, are specifically excluded from this contract.

- G. "SINGLE SORT RECYCLING" means residents may place all Recyclable Materials in the Container provided without sorting by type of material.

SECTION 3.

SERVICES TO BE PERFORMED

- A. For recycling purposes, the City is divided into two collection areas: an east side and west side. The dividing line is Sunfish Lake Boulevard and Nowthen Boulevard. The Contractor shall collect at curbside all Recyclable Materials from every Residential Property in the City on an every other week schedule, with the east side collected one week and the west side collected the next week. The Contractor will inform the City of the current collection schedule and update the City if the schedule changes. If the Contractor desires to change the collection day for any Residential Property, or group of properties, the request must be submitted in writing to the City. Changes in collection days cannot be made without advance approval of the City. The Contractor is responsible for educating residents of any day change with at least two education notices.
- B. The Contractor shall not be required to make regular collections on State of Minnesota legal holidays; provided, however, that collection shall occur on the routes reasonably in advance thereof or thereafter in the opinion of the City and Contractor so that the every other week schedule can be completed regardless of a holiday.
- C. The Contractor shall provide the following equipment and labor biannually or triannually for recycling events:
1. Roll-off boxes or equivalent as mutually agreed upon by the City and Contractor for the drop off of scrap metal and Recyclable Materials by City residents.
 2. All required labor for loading and removal of materials collected
 3. Trucking services for the delivery and removal of the roll-off boxes
 4. If the City and the Contractor determine the need to hold recycling event(s) at the Contractor's location, the City will provide reasonable notice for Contractor to prepare their location.
- D. The Contractor will provide every Residential Property with a Container. Single family homes will receive a ninety-five (95) gallon size Container and each townhome will receive a sixty-five (65) gallon size Container. After ninety (90) days, residents may exchange their delivered Container with a smaller or larger Container based on their needs. Container exchanges for size are limited to once per year per resident.
1. The Contractor shall provide a second Container to a Residential Property upon request at no cost as long as the Residential Property already has the largest available Container size.

2. If a Residential Property requests a 2nd Container and the Residential Property is not conducting a business from their home, but the Residential Property is requesting the 2nd cart to be collected at a different collection point from their first Container, the Residential Property will be charged an additional per unit fee by the Contractor directly to the Residential Property.
3. A Residential Property requesting to have their Container cleaned or exchanged due to regular use will pay a Container Exchange fee directly to the Contractor of \$35.00 per Container.

E. The Contractor will support Recycling Program promotion as follows:

1. Contractor will provide the ReCollect App Recycle Wizard and Schedule Reminder tools to all Residential Properties via the City's website and the Contractor's website.
2. All Containers delivered for recycling will have a printed education flyer attached to the lid outlining the details of the Recycling Program.
3. The Contractor will meet with the City at least once every quarter, or as deemed appropriate, to discuss and consider outreach and educational information and materials to promote recycling, target specific Recyclable Materials, and identify problem materials that are not acceptable.
 - a. Contractor shall assist with preparation of articles for inclusion in the City's bi-monthly newsletter and the Ramsey Recycler publication. Articles shall focus on seasonal problem materials and/or seasonal increases in certain Recyclable Materials and other topics that will help improve tonnage and participation and reduce contamination.

F. The Contractor will provide Containers or equivalent at the City's public works facility for delivery of Recyclable Materials collected by City employees in the City parks and at City events. Size of Containers and frequency of collection will match the need. The Contractor has created a Public Drop-off for Recycling Materials and Organic Materials at their location that the City can promote the use to the City residents and commercial businesses.

G. The Contractor shall work with the City to develop and implement new programs and pilot projects to help increase tonnage and participation in the Recycling Program. Examples may include:

1. Expanding the list of Recyclable Materials.
2. Providing equipment for additional drop-off opportunities (e.g. additional cardboard over holidays, organics collection, yard waste collection in the fall, etc.)
3. Working with the City to provide additional curbside pick-up services (e.g. City-wide curbside appliance and/or electronics collection).
4. Should a governmental agency require the curbside collection of organic material (food waste) from Residential Properties, the City and Contractor shall collaborate to create an acceptable program for the City and Contractor.

H. Notwithstanding any other term contained herein, the Contractor shall have no obligation to collect any waste which is, or which the Contractor reasonably believes to be, Excluded

Waste. Title to and liability for any Excluded Waste shall remain with resident/generator of such Excluded Waste, even if the Contractor inadvertently collects and disposes of such Excluded Waste. If the Contractor finds what reasonably appears to be discarded Excluded Waste, the Contractor shall notify the resident/business/generator, if such can be determined, that the Contractor may not lawfully collect such Excluded Waste and leave a tag specifying the nearest location available for appropriate disposal.

SECTION 4. TERM OF CONTRACT

- A. The term of this Contract shall be January 1, 2021 through December 31, 2025 (the "Contract Term").
- B. This Contract may be renewed at the City's option. Any renewal shall be subject to mutual Contract amendments proposed by the City and/or the Contractor. The unit cost of the Recycling Program shall be negotiated by the City and the Contractor prior to the granting of the renewal. The City may, however, in its sole discretion, seek competitive bids for renewal, and in its discretion, select another Contractor.
- C. The City shall notify the Contractor a minimum of three (3) months prior to the Contract's termination if the City intends to request a renewal. If the Contractor does not intend to renew this Contract, it shall notify the City at least six (6) months prior to the Contract's termination. If the Contractor notifies the City of its intent not to renew this Contract, it shall not bid on the new Contract.

SECTION 5. PREPARATION FOR COLLECTION

- A. All occupants of Residential Properties in the City will be directed to prepare and store Recyclable Materials in a manner consistent with the Contractor's collection program.
- B. City residents will be advised that Containers in which Recyclable Materials have been stored must be placed on the boulevard area of the street in front of their residence for collection. Containers must be placed for collection by **6:30 a.m.** on the scheduled day of collection. Walk up service for qualified Residential Properties will be provided at no additional costs. Drive-in service shall be billed by the Contractor directly to the Residential Property at a rate of \$10 per month.
- C. All Recyclable Materials placed for collection shall be owned by, and be the responsibility of, the occupants of each Residential Property until said materials are handled by the Contractor. Upon handling of the Containers and Recyclable Materials by the Contractor, the Recyclable Materials become the property and responsibility of the Contractor.

SECTION 6.

CONTRACTOR'S EQUIPMENT

- A. All vehicles used by the Contractor in picking up the Recyclable Materials from the Residential Properties shall be painted and marked uniformly and shall be identified on both sides of the vehicle. Broom and shovel in good usable condition shall be placed and maintained on each vehicle.
- B. The Contractor shall make all collections of Recyclable Materials in vehicles with closed tops on the load portion so that contents will not spill or leak. All of the Contractor's receptacles and vehicles shall be kept clean and as free from offensive odors as possible and shall not be allowed to stand in any street or other place longer than is reasonably necessary to collect Recyclable Materials.
- C. The Contractor shall keep all equipment used in the performance of the work required by this Contract in good operating condition and in a clean, sanitary condition and shall thoroughly wash each vehicle at least twice each month or before each semi-monthly collection unless the same has not been used since the last washing. All of the Contractor's equipment is subject to periodic inspection by the City to assure that said vehicles and/or equipment are being maintained in a clean and sanitary condition.

SECTION 7.

CONTRACTOR'S OPERATIONS

- A. The Contractor shall establish and maintain, in a location approved by the City Administrator, an office staffed and capable of accepting complaints and customer calls. The office shall be in service during the hours of 8:00 a.m. to 4:30 p.m. on all days of collection as specified herein. The address and telephone number of the office shall be given to the City in writing. Any changes in address and telephone number of the office shall be given to the City in writing at least ten (10) working days prior to such change.
- B. The Contractor shall collect curbside Recyclable Materials between the hours of 7:00am and 6:00pm or as mutually agreed upon by the Contractor and the City.
- C. Complaints on service will be taken and collected by the City in addition to those received at the Contractor's office. The City will notify the Contractor of all complaints it receives. The Contractor is responsible for all corrective actions. A record of all such complaints and the action taken thereon shall be kept by the Contractor and reported to the City's Community Development Department whenever requested. All complaints shall be answered by the Contractor courteously and promptly.
- D. The City shall notify the Contractor by 12:00 noon on the work day following the scheduled pick-up of all missed stops. The Contractor is required to service such locations before 5:00 p.m. on the date of notification.
- E. The Contractor's employees shall handle all Containers with reasonable care to avoid

damage, shall replace all Containers in an upright position and shall immediately clean up and dispose of any Recyclable Materials which may have fallen out of a Container.

- F. The performance of the Contract shall be done by the Contractor with forces adequate to insure the satisfactory collection and disposal of the Recyclable Materials at all times. Contractor's failure to perform shall not be excused by adverse conditions of weather, breakdown and similar hindrances, including those caused by force majeure.
- G. The Contractor shall certify that the materials collected in the Recycling Program are delivered to a recycling processing center. Materials found to be landfilled are in violation of City ordinance and will cause the Contractor to incur the penalties listed in the City's recycling ordinance.

SECTION 8. COMPENSATION

- A. The City will compensate the Contractor for the collection of Recyclable Materials from City residents at a rate of \$3.98 per month per Residential Property for 2021, and then follow the schedule below for future years through the duration of the Contract. The City shall make payment to the Contractor by the 20th day of each month for the charges incurred during the immediately preceding month.

Year	Price
2021	\$3.98
2022	\$3.98
2023	\$3.98
2024	\$3.98
2025	\$3.98

- B. The number of Residential Properties will be updated not less than every calendar quarter and will be equal to the number of Residential Properties billed for participation in the Recycling Program through the City's utility billing system.
- C. The monthly rate per Residential Property is fixed and cannot be changed without mutual agreement of both parties.

SECTION 9. FILING OF REPORTS

The Contractor shall submit a monthly summary describing the residents' participation rate, the quantity (tonnage) and kinds of all Recyclable Materials collected and the primary purchaser(s) of the Recyclable Materials. Monthly summaries shall be submitted to the City's

Recycling Coordinator, either electronically or via mail, no later than the 15th day of the month following the month for which the report is submitted.

The Contractor shall also submit a summary report within three (3) weeks following each biannual or triannual recycling event. The summary report shall identify each material collected as well as the tonnage of each material.

SECTION 10. ACCESS TO RECORDS

The Contractor shall permit the City to review its books, documents, papers and records that are directly related to the performance of this Contract for the purpose of making an audit, and other examinations deemed necessary by the City.

SECTION 11. INSURANCE

Prior to the commencement of this Contract, the Contractor shall furnish the City with certificates or copies of the following policies of insurance, approved by the City Administrator, showing that such insurance is in force. All endorsements shall apply to both bodily injury or death and property damage coverage.

- A. Comprehensive general public liability insurance insuring against liability for bodily injury or death, in the sum of \$500,000 for any one person and in the sum of \$1,000,000 for two or more persons in the same occurrence, and for damages to property in the sum of \$500,000.
- B. Workers' compensation insurance and employers' liability insurance as required by law.
- C. Automobile liability and property damage insurance, including coverage for non-owned and hired vehicles, in limits as for comprehensive general public liability coverage stated above.

The City shall be named as an additional insured on the above policies, for coverage needed only for work, as specified in this Contract. The Contractor shall provide the City with thirty (30) days' written notice prior to any cancellation or termination of any of the insurance policies required hereunder.

No policy shall contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the standard basic unamended and unendorsed form of policy, except that no exclusion will be permitted in any event if it conflicts with a coverage expressly required in this Contract, and in addition, no policy shall contain any exclusion from bodily injury to, or sickness, disease or death of any coverage under the contractual liability endorsement of the liability of the Contractor under this Contract. Compliance by the Contractor with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Contractor from liability assumed under any provisions of this Contract.

SECTION 12.**INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the City and its officers, agents and employees from and against all claims, damages, losses or expenses, including attorney fees, for which it may be held liable, arising out of or resulting from the assertion against them of any claims, debts or obligations in consequence of the performance of this Contract by the Contractor, its employees, agents or subcontractors. Notwithstanding anything contained herein to the contrary, the Contractor shall have no obligation to indemnify the City, or any of the City's subsidiaries, affiliates, or related companies, or any of their respective employees, agents, representatives, officers, managers, contractors, or subcontractors, or any other party, to the extent any claims, suits, actions, losses, damages, liabilities, costs or expenses arise out of: (i) the negligence or willful misconduct of the City, or any of the City's officials, employees, agents, representatives, officers, managers, contractors, or subcontractors, or any other party, (ii) the City's breach of any of the terms, conditions, representations, or warranties contained in this Contract, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by the City, or any of the City's officials, employees, agents, representatives, officers, managers, contractors, or subcontractors, or any other party.

Nothing in this Contract shall be construed to create an employer/employee, partnership, joint venture, license or agency relationship between the parties hereto and neither party shall have the right or authority to bind the other in any manner. For purposes of this Contract, Contractor shall be deemed an "independent contractor" as defined by law. Contractor's employees shall not be entitled to any employment benefits given to City employees.

SECTION 13.**TERMINATION**

If during the Term of this Contract either party shall be in breach of any provision of this Contract, the other party may suspend its performance hereunder until such breach has been cured or terminate this Contract; provided, however, that no termination of this Contract shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Contract by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

SECTION 14.**PENALTIES AND DAMAGES**

- A. Failure by the Contractor to perform under this Contract, may result in its termination and/or claims by the City for damages.
- B. In the event of breach of this Contract by the Contractor, or proven negligence by the Contractor, the Contractor agrees to pay, in addition to the actual damages sustained by the City as a result thereof, the reasonable attorney's fees incurred by the City in pursuing any of its rights under this Contract.

SECTION 15.

SUCCESSORS AND ASSIGNS

The Contractor binds itself, its successors, executors, administrators and assigns to the City in respect to all covenants of this Contract, except that the Contractor shall not assign or transfer any part of its interest in this Contract nor shall the Contractor assign any moneys due, or to become due, without the City's written consent.

SECTION 16.

AMENDMENT, MODIFICATION OR WAIVER

No amendment, modification, or waiver of any condition, provision, or term of this Contract shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by its duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party or any default of another party shall not affect or impair any right arising from any subsequent default.

SECTION 17.

SEVERABLE PROVISIONS

Each provision, section, sentence, clause, phrase, and word of this Contract is intended to be severable. If any provision, section, sentence, clause, phrase, or word hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

SECTION 18.

ENTIRE CONTRACT

This Contract contains the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understanding between the parties with respect to such subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this Contract or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

SECTION 19.

CAPTIONS, HEADINGS OR TITLES

All captions, headings or titles in the paragraphs or sections of this Contract are inserted for convenience of reference only and shall not constitute a part of this Contract as a limitation of the scope of the particular paragraphs or sections to which they apply.

The representative of Ace Solid Waste, Inc., hereby acknowledges receipt of this Contract and has reviewed the conditions of this Contract and has agreed that they comply with the terms of this Contract.

CITY OF RAMSEY, MINNESOTA

Mark E. Wagner
Mayor

[Signature]
City Administrator

ACE SOLID WASTE, INC.

By: Candy Triplett

Its: District Mgr

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

On Monday, February 10, 2025, the Environmental Policy Board (EPB) met in the Council Chambers at the Ramsey Municipal Center, 7550 Sunwood Drive N.W., Ramsey, Minnesota.

Members Present: Chairperson Melissa Fetterley
 Board Member Reid Bernard
 Board Member Paula Houts
 Board Member Hassan Salami

Members Absent: Board Member Nick Burgess
 Board Member Thomas Hagerty
 Board Member Laura Moore

Also Present: Senior Planner Chris Anderson
 City Council Liaison Eric Peters

1. CALL TO ORDER

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

2. CITIZEN INPUT

None.

3. APPROVE AGENDA

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

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

4. APPROVE MINUTES

4.01: Approve Meeting Minutes Dated January 13, 2025

Motion by Board Member Bernard and seconded by Board Member Salami to approve the regular meeting minutes dated January 13, 2025.

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

Chairperson Fetterley welcomed the new Council Liaison, Councilmember Eric Peters.

Councilmember Peters introduced himself.

5. POLICY BOARD BUSINESS

5.01: Curbside Recycling Contract Status

Senior Planner Anderson presented the staff report. He stated the City of Ramsey is currently in the fifth and final year of a five-year residential curbside recycling contract with ACE Solid Waste. The current contract runs through December 31, 2025. The purpose of this case is to initiate discussion on policy direction in advance of the expiration of the current recycling contract. He reviewed options the Board could consider and stated that staff has been satisfied with the program as-is.

Board Member Bernard asked how residents are currently billed for recycling.

Senior Planner Anderson replied that is included in the City utility billing. He explained residents are charged \$3.98 per month for recycling, noting that the utility billing is done quarterly, therefore it is shown as \$11.94 quarterly for recycling services per household. He stated that ACE bills the City and the City does not charge any additional fees to residents, simply passing on the charges.

Chairperson Fetterley asked if ACE has always been the recycling provider and whether staff are satisfied with the hauler.

Senior Planner Anderson confirmed that ACE has always been the recycling hauler and staff is satisfied with the services provided. He stated that staff receive some complaints, but they are not frequent. He noted that some of the calls are related to recycling not being picked up and ACE now has cameras on their trucks. He noted that in a recent follow up it was determined that the customer had a large, black plastic bag on top of the recycling, which is not recyclable, and therefore the container was not picked up.

Board Member Salami asked if it could be more cost-efficient for the City to provide the recycling services directly with its own trucks.

Senior Planner Anderson replied that the City has never contemplated that and believed that would have significant costs for staffing, purchasing vehicles, etc.

Board Member Houts asked the last time the City went out for an RFP for recycling.

Senior Planner Anderson replied that in the past 20 years, Staff has always been directed to negotiate directly with ACE for either a contract extension or a new curbside recycling service.

Councilmember Peters asked the amount of staff time that is spent handling recycling issues.

Senior Planner Anderson replied that he does track that time because his time spent on recycling is funded in another manner. He estimated 10 to 15 percent of his time is spent on recycling but that is not always resident calls. He explained the educational items that he completes related to recycling. He stated that administration and customer calls are a relatively small portion of his recycling time.

Councilmember Peters asked where ACE sorts these loads.

Senior Planner Anderson replied that in the last five years, ACE added a transfer station to their Ramsey location and explained that process.

Councilmember Peters asked how much of the material collected for recycling is rejected.

Senior Planner Anderson replied that the weight collected that is shown in the case is the presort weight, which is the required reporting. He stated that inevitably there are contaminated items.

Councilmember Peters stated that his parents recently began participating in the organics recycling program in Maple Grove and have found that freezing temps often cause the organics to freeze to the container. He asked for information on what is done in neighboring communities for recycling.

Senior Planner Anderson provided information on the recycling collection of neighboring communities.

Councilmember Peters commented that he would not want trucks from seven haulers coming down the road, along with seven additional trucks for recycling, and would prefer to stay with organized recycling.

Chairperson Fetterley agreed that she would prefer to remain with organized recycling. She agreed that ACE has done a good job, and she does like supporting a local Ramsey company. She asked if the City could receive quotes from other haulers as that would provide more information and provide for competition.

Senior Planner Anderson stated that if direction is given to negotiate with the current hauler, he would not solicit other quotes. He stated that if additional quotes were desired, the City would need to follow an RFP process.

Board Member Houts commented that she is an ACE customer for trash and has no issues, but believes that after 20 years an RFP should be done to ensure the City is continuing to receive the best pricing.

Board Member Salami commented on the increases that he has seen as an ACE trash customer. He stated that if a reasonable price continues to be given, he would not object.

Board Member Bernard commented that the service has been great, and he has no issues continuing as is.

Chairperson Fetterley commented that she believed that organized recycling collection is in the best interest of the community and confirmed the consensus of the Board.

Senior Planner Anderson stated that if there is direction to negotiate a new contract and that does not seem to go well, the City can still decide to issue an RFP.

Chairperson Fetterley stated that she would prefer to negotiate with ACE and see how that goes.

Senior Planner Anderson commented that it seems there is consensus in support of continuing to provide a contracted service for recycling. He explained that typically there is a lesser monthly charge for contracted service to the whole city, compared to open market hauling.

Motion by Board Member Salami and seconded by Board Member Houts to recommend continuing with organized recycling collection and direct staff to begin negotiations with the current hauler.

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

Board Member Houts asked if the City has considered organized trash hauling, recognizing the difficulty recently experienced in Anoka when trying to institute that system.

Senior Planner Anderson replied that there has never been direction to look at organized trash hauling in Ramsey. He stated that if the Board wants to make that recommendation, that could be forwarded to the City Council but noted that has been extremely contentious in some communities.

Chairperson Fetterley stated that she has no interest in providing that recommendation as people enjoy having a choice in their trash provider because of the price gouging that occurs.

6. BOARD / STAFF INPUT

Senior Planner Anderson stated that the vendor for the 2025 recycling events has been selected, noting that it is the same vendor they worked with last year. He stated that information on the spring recycling event will be advertised in the next *Ramsey Resident*.

7. ADJOURNMENT

Motion by Board Member Houts and seconded by Board Member Bernard to adjourn the meeting.

The meeting adjourned at 7:20 p.m.

Respectfully submitted,

Chris Anderson
Senior Planner

ATTEST:

Kathy Schmitz
Administrative Clerk

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

CC Work Session**Meeting Date:** 03/11/2025**Primary Strategic Plan Initiative:** Create a positive image for residential neighborhoods, business districts and key corridors.**Information****Title:**

Continued review of the draft Rental Housing Licensing Inspections Policy

Purpose/Background:

At the Council's work session on November 12, the City Council discussed concerns with various inspections aspects of the Rental Housing Licensing and Inspections program. At the regular meeting that night, the Council introduced an ordinance to remove the Crime Free Housing component of the program. Staff stated that we would come back with a separate action to for the inspections portion of the program so not to hold up the property owners' and managers' concerns about finding a Crime Free class to take. That ordinance was adopted on November 26.

After review of City Code, it was determined that a policy document would be more appropriate to address Council concerns surrounding the tenant's right to privacy. Attached is the current draft of the policy that staff has been working on. In researching examples of such policies, there does not appear to be much for Minnesota communities. Other examples were found from Iowa and Colorado, but not considered completely due to differences in their states' laws regarding inspections and rights to privacy. A policy is adopted by resolution (one trip to Council) versus a change in City Code that is adopted by ordinance (two trips to Council). The Council reviewed portions of the draft in November, December, and January with changes identified in strikethrough/underline text and some comments in the side margins.

At and following the January 28 work session, some Council Members provided written comments to staff which are attached to this case. Staff discussed the comments and made several modifications to the draft policy.

State Law does authorize communities to have rental inspections programs surrounding maintenance of the structure and unit while balancing a tenant's right to privacy. State Statute 504B.211 is attached to this report. Ramsey's Rental Housing Licensing and Inspections program is modeled after Coon Rapids' and several other communities' successful programs. The program was unanimously approved by the City Council on September 12, 2023.

The proposed policy addresses licensing application procedures, background checks, scheduling inspections, the inspection itself, and the inspection report.

Recommendation:

None at this time.

Outcome/Action:

Provide direction on the draft in order to bring it back to a future work session for more discussion or to an upcoming regular meeting for adoption.

Attachments

Current Working Draft Policy

Appendix A - Pre-Inspection Checklist
State Statute 504B.211
Draft Leave-Behind Note
Council Member Buscher's Comments
Council Member Stewart's Comments

Form Review

Inbox

Brian Hagen

Form Started By: Todd Larson

Final Approval Date: 03/06/2025

Reviewed By

Brian Hagen

Date

03/06/2025 08:21 AM

Started On: 12/27/2024 09:26 AM

Rental Inspections Procedures Policy
~~DRAFT - November-December 26, 2024~~
~~January 28, 2025~~
March 11, 2025

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A. Licensing and Inspections Rationale

1. For the tenants. Ramsey residents living in rental housing do not have the legal ability to make improvements to the property and structure in which they live. ~~The rental licensing inspection program will assist our residents in obtaining minimum standards for their living environment. In some instances, tenants do not feel comfortable reporting maintenance problems with their property managers out of fear of retaliation or being billed for repairs. They may also be unaware of when something is not working properly.~~
2. For the property owners. Investment property owners generally want to provide good quality housing for tenants. In the event a tenant is causing damage to property, the rental licensing inspection program will offer an outside verification and documentation of property conditions to aid in ensuring lease requirements are being met. The regular inspection cycle will also help identify minor issues before they escalate into major repairs, potentially saving property owners money in the long run. Many insurance companies offer discounts to investment property owners when their properties are regularly inspected.
3. For the neighbors. ~~Homeowners tend to be more invested in their neighborhoods than renters are. Homeowners are typically the first to complain about rental properties in the neighborhood.~~ A rental licensing inspection program gives neighbors assurances that rental properties will meet minimum standards and have reasonable comply-by dates should a correction be needed.
4. For the whole community. Blighted and substandard properties detract from the overall value of a community and therefore the reputation the community has in the region. A rental licensing inspection program will help keep Ramsey looking good and being a place people want to live and do business.

Commented [TL1]: Keep in per CM Buscher?

B. Responsibilities

1. ~~Tenants should report all maintenance issues with the property manager immediately prior to making a complaint with the Rental Inspector.~~
- 4.2. ~~Property managers should be attentive to the needs of the tenants.~~

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~~B.C.~~ C. Definitions

1. Definitions for terms listed within this policy shall be found in City Code Section 26-615 (Definitions, Residential Rental Dwelling Units).
2. For purposes of this policy, the term "property manager" shall be used as defined and to include the owner(s), maintenance person, caretaker, or any individual who accompanies the rental inspector on a rental inspection.

~~C.D.~~ D. License Application

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1. License Term – 12 months from the date of license approval.
2. Renewals – Renewal forms will be sent out 45 days prior to expiration. Renewal applications are due prior to the expiration date of the initial license. The renewed license expires one year from the expiration date of the initial license, regardless of when the renewal application is submitted.
3. **Background Checks** – Background checks on property managers in accordance with State Law will be conducted by the Police Department ~~in accordance with State Statutes~~. The Community Development Department will collect the information as part of the application forms. Once a complete application is made, the background check portion (signature page and photocopy of identification) will be separated from the application packet and given to the Police Department for the background check and it will be kept with the Police Department in accordance with data retention laws. The Police Department will report back to the Inspector “pass” or “not pass.” All information discovered during the background check remains private with the Police Department subject to data practices laws.
4. Tax information – Tax identification numbers (corporate or social security numbers) shall be collected and annually reported in accordance with State Law. For individuals who own rental property (not corporations, LLCs, business entities, etc.) who provide social security numbers, that data is stored securely in accordance with State Law.

Commented [TL2]: CM Stewart has questions on this.

Commented [TL3]: Is this a one-time or annual process?

D.E. Renewal Application – The renewal application will ask if anything previously submitted has changed. If nothing has changed from the previous initial application or renewal application, the property owner will certify a statement stating such. If any portion of the application has changed (property manager, business address, or the like) the appropriate portion(s) of the application packet shall be provided. A change in business ownership name or entity will be considered a new application.

E.F. Scheduling Inspections

1. Frequency of Inspection
 - i. New licenses – Must be scheduled for within three months of license application.
 - ii. Established licenses –
 - (1) Every three years for properties where minimal minor corrections (such as smoke detector batteries, repairs requiring a building, electrical, or plumbing permit, etc.) ~~corrections~~ were needed at the last inspection; or
 - (2) Annually for properties with several or major corrections (such as water damage, fungal matter, electrical, ripped carpeting, egress window issues, illegal activity, etc.) needed at the last inspection.
 - (3) Annually or bi-annually for any property on a 3-year cycle if requested by the property owner.

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- (4) Apartment buildings on a three-year cycle will be inspected annually with approximately one-third of its units inspected. To the fullest extent possible, the units will be ~~divvied~~ ~~up/divided~~ methodically: by floor (i.e., first floor one year, second floor the next year, and the third floor the year after) or by verticality (units #_01 through #_20 year one, units #_21 through #_40 year two, and units #_41 through #_60 year three); or even/odd (if on a 2-year cycle or a two-story building with fewer than 60 units). Common areas will be inspected annually—if possible, in conjunction with the annual Fire inspection. Units will not be chosen at random in that could result in uneven inspection scheduling or an appearance of targeting certain units.
- (5) A property can move from an annual schedule to a less frequent inspection schedule after an inspection demonstrating no or minimal corrections needed.
2. Inspection Scheduling – Property owners will be asked their preferred dates and times for inspections. The inspector will ask if a single-family/townhome unit is occupied or vacant. Scheduling preference is for tenant turnover period with single-family/townhomes. It is acknowledged that property managers may want an inspection report prior to tenant move-out in order to properly schedule his/her maintenance work during the turnover period. It is the responsibility of the property owner to coordinate scheduling with the tenant.
 3. Times of inspections. Inspections will be conducted during normal City Hall business hours and dates. Evening and weekend scheduling will only be made as a last resort, subject to supervisor approval. The Rental Inspector will notify the on-duty Police Department sergeant before going on ~~the an after-hours~~ inspection of the timeframe and location of the inspection(s) and then check-in via email or phone call once the inspection is completed. No inspections will be conducted on observed holidays.
 4. Inspector lunch break – A property manager can request inspections for multiple properties to be conducted back-to-back. The Rental Inspector will be able to suspend the inspections, after finishing a rental dwelling unit, to take a lunch break at a reasonable time.
 5. Notice to Property Manager by City. The property manager will be given the opportunity at any time to schedule an inspection. The offer to schedule will first be made during the time of initial application/renewal, but scheduling an inspection at this time is not required. The Inspector will provide an email reminder 30 days prior to when an inspection is needed—within three months of the initial application or on the annual cycle as noted above in Section E. If the property manager does not contact the Inspector with a desired inspection time two weeks before an inspection is due, an inspection will be scheduled and the property manager notified.
 6. Notice to Tenants by Property Manager. The property manager is required to provide the tenant with at least 24-hours’ notice as required by State Law. It is encouraged that the property manager provides additional notice as a courtesy.
 7. Notice to Tenants by City. If the appointment was made at least one week in advance of the inspection and if the unit is occupied, the Inspector will send via US Mail an informational letter to the unit. For inspections scheduled less than one week in advance, every attempt will be made to contact the tenant with the assistance of the property manager. The informational letter will contain:

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Rental Inspections Procedures Policy

~~DRAFT - November 26, 2024~~~~December 10, 2024~~ January-March 2025

- i. The date and time of the appointment;
- ii. The checklist of what the inspection will cover;
- iii. A request that animals be caged, removed from the unit, or physically under leash by the pet owner;
- iv. The website address of the Attorney General’s Landlords’ and Tenants’ Rights and Responsibilities publication;
- v. A request any rescheduling be made at least one business day prior to the scheduled inspection. If the tenant has given official notice to vacate the unit, the tenant can request the inspection is instead conducted after moveout has occurred;
- vi. A notice that the tenant does not need to be present for the inspection to occur, but any unaccompanied minor children cannot be home;

vii. A notice that the tenant is welcome to accompany the Inspector throughout the inspection.

~~iii-viii.~~ A notice that photos of items requiring correction may be taken.

- 8. Complaint Inspection requested by Tenant. A tenant may request an inspection due to an unresolved maintenance issue or an emergency situation. The Inspector will ask if the tenant has already discussed the issue with the property manager. If the tenant has not first contacted the property manager about the issue, the Inspector will advise the tenant that must be done first and take no further action. If the tenant has contacted the property manager, but is not getting resolve on the issue, the Inspector will contact the property manager in an attempt to discuss the issue over the phone. The Inspector will respond to the tenant and conduct a limited inspection based on the tenant’s complaint with or without the property manager present. The complaint-based inspection will not replace the required annual inspection unless the property manager is present and the tenant agrees to it.
- 9. Complaint Inspection by other party – If a Code Enforcement complaint on a rental property comes from a neighbor or other party, the Rental Inspector and Property Maintenance Specialist shall discuss the property and either will handle the complaint. Factors determining the assigning of responsibility can include results from a previous rental inspection, established relationship with the property manager, or if the complaint is a repeat violation.
- 10. Referral from Police or Fire Departments. During response to a 9-1-1 call, a responding police officers or firefighters may notice what they feel are questionable property conditions. The Rental Inspector will discuss the concern with the officer or firefighter before contacting the property manager and/or tenant as the situation warrants.

F.G. Conducting Inspections

- 1. Property manager present

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- i. No-Show – if the property manager fails to show to a scheduled appointment, or more than 15 minutes late, the inspection time will be considered one of the inspections included in the license fee.
 - ii. The property manager must accompany the Inspector throughout the entire unit. If the property manager refuses to accompany the inspector, it shall be considered a no-show. This requirement is so that the property manager can see firsthand any violations discovered in the inspection as well as hold each other accountable for being in someone’s home.
2. Access to the rental dwelling unit
- i. The Rental Inspector will knock on the door or ring the doorbell and introduce ~~him~~/herself upon the tenant answering. City-issued identification will be clearly visible and shown.
 - ii. Refused access by tenant – The Inspector will first ask if the tenant has a better time/date to conduct the inspection within 30 days. If the tenant still refuses to allow access, the Inspector will ask the property manager if the tenant is scheduled to move out within 60 days, then the inspection will occur at turnover. The property manager will attempt to work with the tenant per Minn. Stat. §504B.211, subd. 3(4).
 - iii. If the tenant is not home or there is no answer, the property manager, not the Rental Inspector, will unlock the door. Upon opening the door, the Inspector will announce loudly “City Inspector, anybody home?”
3. Tenant can accompany – The Rental Inspector will allow the tenant to accompany the inspection and the Inspector can provide educational opportunities as appropriate.
- i. If only a minor is at home – The inspector and property manager will not enter the rental dwelling unit. No inspection will be conducted and the inspection will be rescheduled after the property manager has contacted the adult resident for scheduling confirmation.
4. If the tenant is not home – The inspection will occur with the property manager present.
5. Basis for inspection. – The rental inspection shall be based in the International Property Maintenance Code (IPMC) that was adopted by the City Council in 2021 by Ordinance #21-13 and authorized by Minn. Stat. §504B.211, Subd. 3(4). The City has a checklist (Appendix A) that is provided to the property owner and tenant prior to the inspection. This checklist is available on the City’s website. The Rental Inspector will inspect all rooms of a rental dwelling unit.
6. Garages
- i. Single-family/Townhomes – Primary attached or detached garages will be inspected.
 - ii. Apartments – Enclosed garages, parking structures, and underground parking will be inspected annually as a part of the common areas.
7. Other Detached Accessory Structures – Interiors shall only be inspected if the structure(s) are intended for use by the tenant. Exteriors shall be inspected regardless of user.

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8. Property/Grounds. The inspection shall include a walk around the structure to see exterior yard conditions such as long grass and weeds, dumping, junk vehicles, illegal parking, and the like. Winter conditions can limit or prevent this from occurring, therefore inspection scheduling preference to single-family homes will be during late spring, summer, and early fall. If the inspection is done during winter months, a recent (within 6-months) aerial photo may be used for discussion purposes, but not for enforcement action.
9. Places where an inspection will not occur:
 - i. Cupboards/cabinets - An inspector will not open any cupboard or drawer, except electrical panels, cabinets under sinks so that plumbing can be inspected, and cabinets above stoves/microwaves to inspect venting.
 - ii. Furniture, dressers, chests, nightstands, medicine cabinets, etc.
 - iii. Under beds or furniture.
 - iv. Any boxes, totes, cases, suitcases, etc.
 - v. In closets, the inspector will ~~not move or touch any items to~~ only inspect the floors and ceilings for evidence of water leaks, ~~or insect infestation if seen from outside, or of use as an illegal bedroom.~~ Well rooms and utility closets are not considered closets and ~~may will~~ be inspected as any other room. A tenant may request the Rental Inspector to inspect other closets.
 - vi. The Rental Inspector will not climb, stand, or sit on any piece of furniture.
 - vii. For safety, the Rental Inspector will not climb or stand on a roof, however, any portion of the roof that is visible from a safe location can be inspected. Rooftop HVAC units on apartment buildings will be inspected.
10. Photography. Photos may only be taken by the Inspector for items needing correction. The subject of the photo shall be prominent with any additional area as needed to identify location within the rental unit. The photo shall not, to the fullest extent practicable, include any personal belongings, people, or other evidence to the address. The tenant may request a copy of any photos taken.
11. Plain Sight Doctrine – Evidence of Crime. An inspector, while in the performance of their official duties, may happen upon evidence of felony or gross misdemeanor level illegal activity in the unit. The inspector will discretely (if the tenant is present) tell the property manager of the situation and they will end the inspection and leave the unit. The inspector will contact the Police Department immediately to discuss the issue and wait outside of the unit for further instructions.
12. Pets. All pets shall be secured by the tenant prior to conducting the inspection. If the property manager is familiar with the pet, the property manager may (with consent of the tenant) secure the pet. Gentle and docile pets may, at the Inspector’s discretion, be unsecured during the inspection. Refusal or the inability to secure pets will result in the cancellation of the inspection.

G.H. Report of Inspection Findings

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1. Report to Property Owner. The property manager will receive an inspection result statement via email within two business days of the inspection along with the timeframes and procedures for any required corrections.
2. Report to Tenant. Upon leaving an inspection, the Inspector will leave a card noting that an inspection was conducted; the Inspector's name, phone number, and email address; and indicate if any follow-up corrections and inspections will be required (generally). The tenant may contact the inspector after two business days to obtain a copy of the same inspection result statement, including any photos, that is provided to the property manager.

H.I. Follow-Up Inspections

1. Types of corrections requiring follow-up inspections
 - i. Timeframes for follow-up or reinspection
 - (1) 60 days – most violations
 - (2) 7 days – smoke/CO detectors, water heater repair
 - (3) 1 day – no heat, no water or make arrangements for the tenant to stay in a hotel.
2. Corrections requiring building permits/inspections – if a building inspector is required to finalize a permit for a new water heater, plumbing, deck repair, etc., that will constitute the reinspection upon passing the building inspection.
3. Follow-up photos or videos. The Rental Inspector may offer the submission of a photo or video showing the violation being corrected in lieu of an inspection at the discretion of the Rental Inspector based on the needed correction. Should the photo not provide adequate information showing the violation corrected, the Rental Inspector may schedule a follow-up inspection.
4. Follow-up documentation. The Rental Inspector may accept a receipt or report of a plumber, pest control, exterminator, arborist, or the like stating the work that was conducted and the address for corrections where building permits are not required in lieu of a follow-up inspection.
5. Reinspection Fees – the first inspection and the first re-inspection (follow-up) are included in the rental license fee. Additional re-inspections are subject to the fee set forth in the annual fee schedule.
6. Violation fines – failure to correct any issue within four re-inspections or 90 days shall be subject to administrative fines or citations per the procedures set forth in Chapter 2.

6.J. Appeals of Inspection Results. The landlord may appeal the inspection results of the Rental Inspector to the City's Building Official within 5 business days of the issuance of the inspection report. The Building Official must review the appeal and provide a written response within X days.

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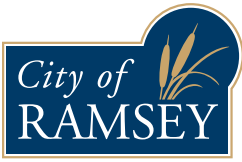
K. License Suspension and Revocation – per City Code Chapter 26.

L. Violations of this policy are subject to disciplinary action per the City Personnel Policy or collective bargaining unit.

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The following list includes common code deficiencies cited during property maintenance inspections. This list is for example purposes only. It is not intended nor shall it be considered a complete set of requirements. This checklist is a helpful tool for you to prepare ahead of inspection.

INTERIOR EVALUATION

Walls and Ceilings

- In good repair
- Free from holes
- Free from water damage

Floors

- In good repair
- No holes
- No trip hazards (i.e. torn carpet)
- Structurally sound

Sleeping Rooms

- Proper egress or door open to the outside required
- Floor space shall be no less than 70 square feet with a seven-foot (7') minimum width
- Proper light and ventilation
- Operable smoke detectors (10 years old or less)

Hallway/Landing

- Clear pathway
- Handrails/guardrails securely attached
- Continuous guardrails required on open sides of landings/stairways 30" or more above grade
- Grippable handrails
- Floor covering should be intact and secured to floor
- Locate a smoke detector within close proximity to sleeping rooms
- All smoke detectors shall be installed per the manufacturer's installation instructions and its listing. Hard-wired smoke detectors shall be wired to a proper unswitched circuit. Must be 10 years old or less.
- Carbon monoxide detector required outside of bedrooms within ten-foot (10') of doors

Doors

- Secure
- Fits frame
- Weather-tight and rodent-proof
- Proper hardware

Windows

- No broken/cracked glass
- Can be easily opened
- Capable of being held in position by window hardware
- Windows that open, must have screens in good repair
- Weather-tight
- Window frame must be free of cracked, chipped, peeling, chalking, or flaking paint and caulk and biological growth

Fire Protection

- Storage of paint, paper, boxes, rags or other combustible/flammable material not allowed within 10-feet (10') of gas fire appliances (furnaces, water heaters, etc.)
- Path of egress shall not be blocked by debris, storage, trash, snow, ice or other obstruction
- All stairways require continuous, grippable handrails
- Buildings with three (3) or more units require fire extinguishers
- All smoke detectors shall be installed to requirements with working batteries and functional connections (must be 10 years old or less).
- Locate at least one smoke detector on each level, not including crawl spaces and uninhabitable attics.

INTERIOR EVALUATION

Occupancy

- Occupied sleeping rooms must have proper egress window or door opening to the outdoors.
- Cellars/crawlspace shall not be used as habitable space.
- Basements must meet all permit construction requirements for light, ventilation, egress, etc. prior to being used as habitable space.
- Adequate hot and cold running water must be provided to all sinks and tubs.
- All household drains must connect to a sanitary sewer.
- Waste lines must be properly installed, "S" traps not allowed, and no flexible style waste lines.
- Hand-held showers must have backflow prevention or shorten the line to one and one half inches (1.5") above the spill line.
- No leaking faucets or pipes.
- Unused gas lines must be capped.
- All pipes must be free from defects and obstruction and properly secure and supported.

Kitchen

- Hot (110 degrees) and cold running water
- Kitchen sink must be properly connected to sanitary sewer
- Kitchen must NOT be used for sleeping purposes
- No dripping faucets
- Drains must function properly, free of obstructions
- Cabinets must be in good repair
- Supplied or provided appliances must be in good working condition
- Gas appliances must be connected properly with approved fittings/connectors

INTERIOR EVALUATION

Bathroom

- A tub or shower properly installed, maintained and in good repair with caulking intact
- A washbasin properly installed, maintained and in good repair with caulking intact.
- Properly installed toilet with all components intact and properly secured, maintained and functioning, sealed at base
- Faucets must have a minimum one-inch (1") gap above the spill line
- Bathroom cabinets must be in good repair
- No leaking faucets
- Water-impervious flooring
- Either an openable window or mechanical venting is required
- Hot and cold running water required to each fixture

ELECTRICAL, MECHANICAL & PLUMBING

Electrical

- Adequate service and outlets
- Properly installed service panel
- Fixtures must be intact and properly functioning.
- Extension cords cannot be used in lieu of permanent wiring.
- Cover plates are required on all outlets, switches, and junction boxes.
- All wiring must be intact and properly maintained.

Mechanical

- Heating appliance must be properly installed and maintained.
- Temporary heating devices shall not be used as the primary source of heat.
- Fuel-burning appliances must be connected to an approved chimney, flue, or vent.
- You may be required to provide service records of any heating system.

ELECTRICAL, MECHANICAL & PLUMBING

Plumbing

- Faucets must be a minimum 1 inch (1") above spill lines on all fixtures.
- All plumbing must be installed and maintained to code.
- Gas flex connectors must be Underwriters Laboratory (UL) listed and approved.

EXTERIOR EVALUATION

Windows and Doors

- Bug and rodent proof
- Weather-tight
- Working hardware
- Free of defects – no torn/ripped screens

Paint

- Wood surface weather protected
- NO peeling, chipping, caulking, flaking or other deteriorated paint

Walls – Exterior

- Soffit and fascia in good repair
- House numbers in front
(visible from public way)
- Siding is weather tight and intact

Foundation

- Structurally sound
- Free of holes or gaps
- Proper grading

Roof

- Free of leaks
- Structurally sound
- No loose or missing shingles

Gutters and Downspouts *(pertains to existing)*

- Good condition
- Properly attached and drain water away from structure

EXTERIOR EVALUATION

Chimney

- Tuckpointing/mortar in good repair
- Flue liner in good repair

Porch/Decks

- Good repair
- Guard railings required if over 30-inches (30") above grade

Yard

- No junk and debris in the yard
- Grass kept to standard length
- Free from pet waste

Driveway

- Vehicles properly licensed and operable
- Vehicles parked on improved surfaces
- Driveway free from debris and maintained

504B.211 RESIDENTIAL TENANT'S RIGHT TO PRIVACY.

Subdivision 1. **Definitions.** For purposes of this section, "landlord" has the meaning defined in section 504B.001, subdivision 7, and also includes the landlord's agent or other person acting under the landlord's direction and control.

Subd. 2. **Entry by landlord.** Except as provided in subdivision 4, a landlord may enter the premises rented by a residential tenant only for a reasonable business purpose and after making a good faith effort to give the residential tenant reasonable notice under the circumstances of not less than 24 hours in advance of the intent to enter. A residential tenant may permit a landlord to enter the rented premises with less than 24 hours notice if desired. The notice must specify a time or anticipated window of time of entry and the landlord may only enter between the hours of 8:00 a.m. and 8:00 p.m. unless the landlord and tenant agree to an earlier or later time. A residential tenant may not waive and the landlord may not require the residential tenant to waive the residential tenant's right to prior notice of entry under this section as a condition of entering into or maintaining the lease.

Subd. 3. **Reasonable purpose.** For purposes of subdivision 2, a reasonable business purpose includes, but is not limited to:

(1) showing the unit to prospective residential tenants during the notice period before the lease terminates or after the current residential tenant has given notice to move to the landlord or the landlord's agent;

(2) showing the unit to a prospective buyer or to an insurance representative;

(3) performing maintenance work;

(4) allowing inspections by state, county, or city officials charged in the enforcement of health, housing, building, fire prevention, or housing maintenance codes;

(5) the residential tenant is causing a disturbance within the unit;

(6) the landlord has a reasonable belief that the residential tenant is violating the lease within the residential tenant's unit;

(7) prearranged housekeeping work in senior housing where 80 percent or more of the residential tenants are age 55 or older;

(8) the landlord has a reasonable belief that the unit is being occupied by an individual without a legal right to occupy it; or

(9) the residential tenant has vacated the unit.

Subd. 4. **Exception to notice requirement.** Notwithstanding subdivision 2, a landlord may enter the premises rented by a residential tenant to inspect or take appropriate action without prior notice to the residential tenant if the landlord reasonably suspects that:

(1) immediate entry is necessary to prevent injury to persons or property because of conditions relating to maintenance, building security, or law enforcement;

(2) immediate entry is necessary to determine a residential tenant's safety; or

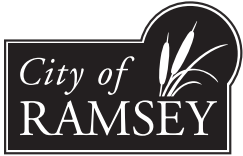
(3) immediate entry is necessary in order to comply with local ordinances regarding unlawful activity occurring within the residential tenant's premises.

Subd. 5. **Entry without residential tenant's presence.** If the landlord enters when the residential tenant is not present and prior notice has not been given, the landlord shall disclose the entry by placing a written disclosure of the entry in a conspicuous place in the premises.

Subd. 6. **Penalty.** If a landlord violates this section, the residential tenant is entitled to a penalty which may include a rent reduction up to full rescission of the lease, recovery of any damage deposit less any amount retained under section 504B.178, and up to a \$500 civil penalty for each violation and reasonable attorney fees. A residential tenant may follow the procedures in sections 504B.381, 504B.385, and 504B.395 to 504B.471 to enforce the provisions of this section. A violation of this section by the landlord is a violation of section 504B.161.

Subd. 7. **Exemption.** This section does not apply to residential tenants and landlords of manufactured home parks as defined in section 327C.015.

History: 1999 c 199 art 1 s 23; 2020 c 83 art 1 s 84; 2022 c 55 art 2 s 3; 2023 c 52 art 19 s 87,88



7550 Sunwood Drive NW
Ramsey, MN 55303
www.cityoframsey.com

Date: _____

Dear Resident,

Today, the City of Ramsey's Rental Housing Inspector and the property manager/owner inspected your dwelling. This inspection ensures your dwelling meets the minimum safety and sanitation standards inside and out, following Chapter 26 of the Ramsey City Code - Article XIV-Rental Residential Dwelling Units and Minnesota Statutes §504B.211. Repairs to the dwelling will be made by the property manager/owner.

The checked box below summarizes the inspection:

- The dwelling unit passed the inspection and meets minimum standards. The property manager/owner needs no corrective action.
- The dwelling had minor items that needed repairs, which will be coordinated with the property manager/owner and you. No follow-up inspection by the City is needed.
- The dwelling had items that needed repairs, and the property manager/owner will work with you to schedule them and a follow-up inspection by the City.

You have the right to obtain the inspection report, which will be available within two business days after the inspection date. Please contact the City's Rental Housing Inspector to request a copy or if you have any questions, concerns, or feedback.

Sincerely,

Rental Housing Inspector
rentallicensing@cityoframsey.com | 763-433-9892

From: [Kirsten Buscher](#)
To: [Brian Hagen](#); [Stephanie Hanson](#); [Todd Larson](#)
Subject: Recommendations for Rental Inspections Policy Updates
Date: Friday, February 7, 2025 9:27:12 PM

All,

After reviewing both the original and edited versions of the Rental Inspections Procedures Policy, I've outlined my thoughts below, along with drafted language for potential inclusion if you find them appropriate. If any of these additions seem overly burdensome, lack precedence from other city's codes we utilized as examples, or lead to concerns about overreaching government authority, I am open to discussion and adjustments.

However, one aspect I strongly advocate for is reinstating language regarding **protection against retaliation and ensuring tenant comfort** during inspections. I believe these provisions are essential to fostering trust and compliance within the rental community.

Additionally, this may be a niche concern, but should we consider addressing potential language barriers in the policy? Ensuring that tenants fully understand their rights and responsibilities could be crucial in maintaining clear communication and compliance.

Questions for Clarity

1. Tenant Privacy Protections

- The policy mentions that inspectors should avoid capturing personal belongings in photos and will only take photos of violations. However:
 - How will this be enforced in practice? Training?
 - Will tenants be able to request copies of photos taken inside their unit?
 - Will there be a process to challenge photos that they believe were taken inappropriately?

2. Advance Notice & Tenant Participation

- The policy requires 30-day advance notice to property managers and mailed notice to tenants if the inspection is scheduled at least a week in advance.
 - What happens if a tenant does not receive the mailed notice due to postal delays?
 - Is there a procedure for rescheduling if a tenant cannot be present and would like to be present during the inspection?

3. Follow-Up Inspection Timelines

- The policy clarifies follow-up deadlines for different violations (e.g., 60 days for

most, 7 days for smoke/CO detectors, 1 day for critical issues).

- What happens if repairs require more time due to supply chain issues or contractor availability?
- Is there an appeal or extension process if a property manager or tenant cannot meet the deadline?

Suggested Edits

1. Privacy and Photography Policy

- Add a specific policy section on tenant privacy and photos, stating:
 - Photos must be relevant to the violation.
 - Tenants **may** be informed if photos are taken. **Need to find language that fits when tenant is not present.**
 - Tenants may request copies of inspection photos.

2. Clarify No-Show Policy for Tenants

- The revised policy requires property managers to accompany the inspector.
 - If a tenant is unavailable, allow for a request to reschedule
 - Will property managers be required to give tenants a specific time window for inspections?
 - Consider adding a "reasonable accommodation" clause for tenants with disabilities, work conflicts, or other barriers (language, etc.).

3. Reintroduce Language on Retaliation Concerns

- The original policy acknowledged that tenants might fear retaliation for reporting maintenance issues.
- This was removed in the edits—consider reintroducing it to address concerns without assuming renters don't report issues.

4. Handling Complaints or Disputes

- Add a clear process for tenants or property managers to dispute findings, challenge inspection photos, or appeal citations.

Suggested Language Based Off of Suggestions:

1. Tenant Privacy and Inspection Photography Policy (Section G. 10.)

A. Photography Guidelines

1. Limited Scope of Photos

- Inspectors must only take photographs of documented code violations.
- Photos **should** not include personal belongings, tenant documents, or areas unrelated to the violation. **Allows for some leeway or discretion rather than creating a binding obligation.**
- If a violation exists but a photo is unnecessary to document the issue, the inspector should not take a photo.

2. Tenant Notification of Photography

- Inspectors **may** verbally inform tenants before taking any photos inside their unit. **Need to find language that fits when tenant is not present.**
- If a tenant objects to a photo, the inspector should attempt to document the violation through written notes instead.

3. Tenant Access to Photos

- Tenants may request copies of any photos taken inside their unit by submitting a request to the housing authority within 10 business days after the inspection.

4. Privacy Complaint Procedure

- If a tenant believes an inspector took unnecessary or intrusive photos, they may file a privacy complaint with the housing authority.
- Complaints must be reviewed within 15 business days, and if a violation is found, **the photo must be deleted.** (Not sure what other duty owed beyond this)

2. Tenant Notification and Rescheduling Policy (Section G.)

1. Advance Notice Requirements

- Inspectors must provide:
 - 30 days' notice to property managers.
 - 7 days' mailed notice to tenants.
- If an inspection is scheduled less than 7 days in advance, tenants must receive written or electronic notice within 24 hours.

2. Rescheduling Requests

- If a tenant cannot be present during an inspection due to work, disability, or other conflicts, they may request a rescheduled time by contacting the property manager or inspector at least 48 hours before the inspection.

3. Reasonable Accommodations for Tenants

- Tenants with disabilities may request additional accommodations, such as:
 - A specific inspection time slot.
 - A designated representative to be present on their behalf.

3. Protection Against Retaliation (To be reintegrated into Section A. 1.)

- Tenant Protection:
 - Tenants must not be penalized, threatened, or evicted for:
 - Reporting housing code violations.
 - Allowing inspectors into their unit.
 - Requesting repairs or inspections.
- Anonymous Complaints:
 - Tenants may submit complaints anonymously to the housing authority to reduce fear of retaliation.
- Enforcement:
 - If retaliation is suspected, tenants may report it to the (appropriate authority as city sees fit) or tenant advocacy organizations.

4. Dispute Resolution and Appeals Process (Section H. (3.))

1. Disputing an Inspection Finding
 - If a tenant or property owner disagrees with an inspection finding, they may submit a written appeal within 10 business days of receiving the inspection report.
2. Review Process
 - The housing authority must:
 - Review the appeal within 15 business days.
 - Provide a written response stating whether the violation stands or is dismissed.
3. Final Appeal Option
 - If the dispute is unresolved, the tenant or property owner may request a secondary review by (appropriate authority as city sees fit).

Please review the suggested updates, and I welcome any feedback or discussion. (Thanks for bearing with me as I organize the many thoughts running through my head!)

Thank you all for your hard work on this task, I know it has not come easy.

Kirsten

Here's a bullet-point summary of suggested changes to the rental inspection procedures:

MORE
DISCUSSION ?

- **Extend Certificate of Compliance:** Move to a four-year certification cycle unless a tenant files a complaint about conditions.
- **Background Checks:** State law already makes property owners responsible for vetting property managers; redundant police-level checks should be removed.
- **Clarify Landlord Responsibilities:** Landlords should not be held accountable for criminal activity in rental units—focus inspections strictly on health, safety, and fire codes.
- **Ripped Carpeting:** Should not trigger annual inspections unless it creates a direct safety hazard.
- **City Cost Reductions:** The city should not bear the cost of mailing inspection notices to tenants; this responsibility should fall on landlords. *Part of license fee*
- **Liability in Complaint Inspections (Page 3, Section 8):** The city should not send inspectors based on tenant complaints if it implies the city will step in to fix the issue.
- **Photography in Units (Page 5, Section 10):** Inspectors should only take photos with explicit verbal consent from both the tenant and landlord.
- **Criminal Activity Determination (Page 5, Section 11):** Inspectors may not have adequate training to assess criminal activity; liability concerns and potential discrimination issues need to be addressed.
- **No Closet Entry:** Inspectors should not enter or open closets unless there is a clear structural or safety issue.
- **No Roof Access:** Inspectors should not climb onto roofs: to prevent unnecessary wear and tear on roofing materials and to ensure inspector safety—evaluations should be conducted from ground level. *Inspectors do not inspect rooves*
- **Scoring System Consideration:** Implement a standardized grading system rather than a pass/fail approach to create consistency and fairness in inspections.



Possible Eliminations or Simplifications:

1. **Overlapping Interior Evaluations:**
 - **Walls & Ceilings:** The Ramsey checklist includes “free from holes” and “free from water damage.” simply require them to be in good repair. → *Consolidate under “Must be in sound condition and free from damage.”*
 - **Sleeping Room Floor Space:** The Ramsey checklist repeats square footage minimums already covered by building codes. → *Eliminate specific measurements and reference building code standards instead.*
 - **Kitchen Usage Restriction:** Ramsey prohibits using kitchens as sleeping areas, which is already covered by fire and zoning codes. → *Remove as redundant.*
2. **Carpet and Flooring Requirements:**
 - Ramsey flags “**torn carpet**” as a trip hazard that could trigger an inspection. Only “floors must be in good repair.” → *Remove “torn carpet” unless it presents an immediate safety hazard (e.g., large holes, unsecured sections).*
3. **Detailed Smoke/CO Detector Instructions:**
 - Ramsey specifies placement rules in extreme detail (e.g., “within ten feet of bedrooms”). Compliance with state law and manufacturer instructions. →

Simplify by stating: "Smoke and CO detectors must be installed per state law and manufacturer guidelines."

4. Plumbing & Water Heater Redundancy:

- Ramsey's checklist includes extra plumbing specifications (e.g., "no flexible waste lines" and "gap above spill line"). → *Remove these details, as licensed plumbers must comply with state plumbing codes.*

5. Garbage Storage Requirements:

- Ramsey details where garbage must be placed. → *Eliminate location-specific language and just state "Adequate waste disposal required."* *per city code*

6. Fire Protection & Storage:

- Ramsey prohibits storing combustibles near gas appliances; only enforces it if it creates a fire hazard. → *Simplify by requiring compliance with fire safety codes rather than specifying distances (e.g., "Combustible materials must not pose a fire hazard near appliances").*

7. Overly Specific Exterior Evaluations:

do we go on the roof? how is this checked?

- **Chimney Condition:** Ramsey includes tuckpointing and flue liner requirements, which are typically part of structural codes, not rental inspections. → *Remove chimney details unless an immediate safety issue exists.*
- **Pet Waste in Yard:** This is an enforcement issue, not an inspection item. → *Move to a nuisance ordinance rather than a rental checklist item.*

General Recommendation:

- **Shift from Checklist to Code Reference:** Instead of listing every minor detail, refer to the **International Property Maintenance Code (IPMC)** and **State Fire and Plumbing Codes**, which already cover most of these issues.
- **Focus on Major Safety Concerns:** Ramsey should emphasize **fire, structural integrity, and sanitation** rather than micromanaging small maintenance issues.

is this really a rental insp checklist?

Something quietly to let landlord know

policy is an educational tool

Pre-Inspection Checklist:

Interior Evaluation

- **Walls & Ceilings:** Must be in good repair, free from major damage (e.g., large holes, structural issues, or water damage).
- **Floors:** Must be structurally sound and free from major trip hazards. (Eliminated specific mention of "torn carpet" unless it's a safety issue.)
- **Sleeping Rooms:** Must meet egress requirements and have proper ventilation and smoke detectors per state law.
- **Doors & Windows:** Must be weather-tight, secure, and operable, with functional locks and screens.
- **Fire Protection:**
 - *○ Smoke and carbon monoxide detectors must be installed per manufacturer instructions and state law. Devices must be **clearly dated** and **no more than 10 years old**.
 - No storage of combustibles near gas appliances that creates a fire hazard.
- **Plumbing:**

- All plumbing fixtures must be in working order with adequate hot and cold water.
- No leaks or improperly installed waste lines.
- **Kitchen & Bathroom:**
 - Must have operable sinks and appliances (if provided).
 - Bathrooms must have ventilation (window or exhaust fan).
 - Flooring must be water-resistant and in good repair.
- **Electrical & Heating:**
 - Outlets, light fixtures, and service panels must be intact and properly functioning.
 - Heating systems must be operational and capable of maintaining at least 68°F.

Exterior Evaluation

- **Foundation, Roof & Walls:** Must be structurally sound, weather-tight, and in good repair.
- **Address Numbers:** Clearly visible from the street.
- **Stairs, Railings & Decks:** Must be secure and meet safety standards.
- **Yard Maintenance:** No excessive junk, debris, or unlicensed/inoperable vehicles.

General Inspection Guidelines

- Inspections will focus on **health, safety, and fire code compliance**—not cosmetic or minor maintenance issues.
- The City will not conduct additional background checks on property managers, as state law already requires owners to vet their managers.
- Any photographs taken during an inspection must be **limited to code violations** and require **verbal tenant consent**.
- Inspections will not include personal belongings, furniture, or storage areas unless they pose a clear safety hazard.
- Complaints from tenants must first be addressed by the property manager before the City intervenes, unless it's an emergency.

Making Rental Inspections More Effective for Everyone

By streamlining the **pre-inspection checklist**, we create a **clear, concise, and focused** approach that benefits **tenants, property owners, and the city** alike.

- **Encourages Compliance:** A simpler checklist reduces resistance from property owners and managers, leading to **better cooperation and faster improvements** in rental conditions.
- **Prioritizes Safety:** Focusing only on **essential health, safety, and fire code concerns** ensures that inspections address the **real risks** without unnecessary overreach.
- **Reduces Government Overreach Perception:** A **straightforward and transparent** process keeps the city's role centered on **tenant well-being** rather than excessive regulation.

- **Improves Efficiency:** Eliminating **redundant or subjective** inspection criteria allows city staff to **focus resources** where they are truly needed.
- **Enhances City-Landlord Relationships:** A fair, easy-to-follow checklist fosters a **more cooperative relationship** between the city and property owners, leading to **proactive property maintenance** rather than reactive enforcement.

Thank you for your **time and consideration** of these improvements. Let's work together to make Ramsey a place where **both owners and tenants can prosper and feel valued.**

CC Work Session**Meeting Date:** 03/11/2025**Primary Strategic Plan Initiative:** Create a positive image for residential neighborhoods, business districts and key corridors.**Information****Title:**

Old Town Hall Discussion - Renovation Quotes - EDA Recommendation - History - Next Steps

Purpose/Background:

Council Members Specht and Buscher asked for this item to be brought to City Council Work Session for discussion.

The purpose of this case is to discuss the future/status of the Old Ramsey Town Hall

Current Plan/Status

The past Council has not directed staff to pursue renovating and/or opening the Old Ramsey Town Hall. Council direction is to continue general maintenance as necessary to ensure it does not deteriorate. The building is secure from elements and pests.

PREVIOUS EDA DISCUSSION AND RECOMMENDATION

The EDA met and discussed the appetite for paying for the full renovation of the Old Town Hall. Ultimately, the EDA recommended that it was only comfortable funding the replacement of the weathered door, removing the pests and securing the soffits, and having public works remove the 2 dead and dying oak trees onsite. The EDA passed a unanimous motion to approve completing these items in an amount not to exceed \$15,000 out of the Unencumbered Fund Balance. In late 2024, DKN Construction, MN Wild Animal Management and City of Ramsey Public Works completed pest removal, door repair, paint and install, replacement of glass pane and painting of all windows for \$12,528. The other renovation and repairs needed to occupy the building were not completed. Based on the previously provided low bid for the full renovation by DKN Construction on July 8, 2024 staff estimates the cost to complete the renovations (assuming some more inflation) would be at least \$120,000. The building is hooked up to sewer and water, but a water meter is needed. The building has an operational furnace that is not hooked up but does not have air conditioning.

The EDA spoke at length about the future use of the building and if it was something that the EDA would be comfortable operating. The EDA and Staff feared that the tenant pool would be limited and thought that it would be difficult for a new tenant to advertise if it couldn't put signage on the building. Limited parking and the limitations of leasing a historically restored building (chalkboards on walls, no air conditioning, awkward floor plan) were also challenges. The EDA also indicated that increasing the amount of rental properties the City manages would not be a good idea as the EDA/City is trying to reduce the city footprint of owned and leased land. The EDA also discussed if the site was worth developing if the building was removed or relocated. Staff indicated there were a lot of mature trees there, the site was small, and access was terrible.

INFORMATION FROM PREVIOUS EDA AND CITY COUNCIL CASES

At the March 9th, 2024 City Council work session, the City Council discussed the idea of renovating the Old Town Hall Building as part of the 50th Anniversary Celebration for the City of Ramsey. The

consensus of the discussion was to have staff obtain quotes for the renovation and to bring it back to a future work session for discussion. Possible uses could be park programming, lease for music instruction, other smaller retail or office uses with minimal parking requirements.

Obtaining quotes for the project took longer than anticipated based on the complexity of the project and finding three contractors willing to quote the work. Staff has attached the quotes and scope of work for each contractor and a comparison of the quotes to this case. In order to ensure that the building meets ADA requirements, staff is suggesting that the concrete ramp and sidewalk be included with the work contracted if the Council decides to move forward with the renovation. There are a couple of large Oak trees (One dead and hanging over building, the other one dying) on site that should be removed as part of this project to make way for the sidewalk. One contractor quoted \$4000 for the tree removal but our public works team will be able to get the work done for a lesser cost. Quotes from the contractors ranged from \$120,007 to \$187,000 and did not include tree removal which is significantly less than what staff estimated at the previous work session. Neither quote included sewer and water connection charges, if applicable. The water meter was removed in 2000 and a new meter would need to be installed by the City. The timeline to complete the project once awarded and materials selected ranged from 4 weeks to 6 months. Based on the timing of required approvals, it is unlikely the project would be completed prior to Happy Days. The lowest quote was provided by DKN Construction and they also had the shortest timeline to get the project done. It should be noted that these quotes have a shelf life and a decision needs to be made quickly to ensure price stability. Staff have also had further discussions and have provided additional information to the contractors from the RCP report. Staff recommends that if a recommendation to award a contract is made that a 10-15% contingency be included due to the exploratory nature of some of the work that is needed to be performed (Sheet rock replacement (water marks), Door frame rot extending into building, and other unforeseen conditions).

Parking Information (Updated after discussion with Bank)

Staff had subsequent discussions with Security Bank and Trust (Formerly Flagship Bank) and they are open to a shared parking arrangement as long as it does not negatively impact their customers and employees. If a decision to move forward with the renovation, Staff would set up a meeting with the bank to discuss details and a potential agreement which likely would be dependent on the future use of the Old Town Hall building. Per an existing agreement (attached), the City already does have access to parking in the bank lot when the bank is closed.

Potential Uses

In order to ensure that the historical building is preserved and isn't deteriorating, it does make some sense to have it occupied in some capacity. This would ensure the utilities are operational, the building isn't leaking and it is secure from pests.(squirrels, bats, raccoons, mice, etc). A business incubator was listed as a potential use in the RCP study. Staff believes that a CPA, tax preparer, boutique retailer, or another office user that doesn't require many customers or workers would also be good uses of the space. Ideally, rent would recover the renovation costs quickly, but there is value in having a tenant "keep the lights on" to ensure the building remains in good working condition after the investment of the renovation has been made. (council position has been to just provide general maintenance to secure building and ensure it doesn't deteriorate)

Additional information provided in the April 9, 2024 work session case is below:

Renovation History and New Pricing Estimate (Older information)

The City worked with the U of M and Resilient Communities Project (RCP) to put together a 1) Historical Report of the Old Town Hall (17A) and 2) the Future of Ramsey Town Hall (17B). The Historical Report has been provided for reference but the focus of the discussion centers around the renovation and future use of this historical building in Report 17B. The report evaluated the pros and cons of keeping the building at its current location or moving it to the

COR. The report concluded that leaving it in its current location would allow it to remain on the National Register and not risk damaging the building by moving it. The report then looked at what would be needed to renovate the building so it could be restored appropriately and be able to be occupied and used. Any renovation would need to comply with the Secretary of the Interior's Standards for Rehabilitation as outlined in the RCP report.

In order to maintain its place on the National Register, special care must be taken to restore the building as close to the original conditions as possible. The report outlines the 2 major steps necessary to get to this point: 1) Climatization and 2) Pre-Occupancy Upgrade. In 2018, the cost to bring this building into operation was estimated to be \$44,940. In 2019, the City re-roofed the building and repaired the eaves. In 2021 a private business asked the city to renovate the building and to lease it back for a boutique. Quotes for the renovation at this time were \$111,900 to \$139,270 based on increased costs of construction and inflation staff is estimating a 50% mark-up from the 2021 pricing which would amount to a cost of \$167,850 to \$208,905. (Cost for the renovation ended up coming in much less)

Parking / History (Older Information)

When the First Bank of Isanti bought the land next to Town Hall and constructed its facility, a Declaration of Reciprocal Easements document was filed. (See attached) This document references a shared parking easement agreement between the Old Town Hall and the Bank that is permanent and perpetual. Other requirements of the agreement include ongoing maintenance by the bank with the City being responsible for 29% of the maintenance costs within 30 days receipt of an invoice by the Bank and hours that the Old Town Hall can use a portion of the bank parking lot excluding specific hours during bank operation. Staff is not aware of any invoices that have been issued to the City but will need to verify with finance. There was supposed to be an Exhibit as part of the recorded document by KKE defining these areas better but unfortunately it is not part of the document of record at Anoka County. Staff has searched for records internally for the KKE Exhibit but have been unable to find it. Staff reached out to Flagship bank to see if they have any interest in formalizing a new parking agreement that would make use of the Old Town Hall more viable. Unfortunately, Flagship Bank is in the middle of a merger and won't have time to discuss options in any detail until the merger is complete which is estimated to be sometime in May.

Future Use Options (Older Information)

The 17b RCP report discussed potential future use of the Old Town Hall. Uses contemplated ranged from a public space, museum, school, arts, and business incubator. Staff received multiple requests about the availability of the building for lease for various types of businesses in the past. Schools and retail uses have approached the City but due to the condition and renovation needed to the building the users go elsewhere. These users were excited at the possibility of using this unique building and think its allure will benefit their businesses. Parking is also difficult to solve for and any agreement with a future tenant would likely need some sort of cross parking easement with the adjacent properties.

The Old Town Hall has an estimated 778 SF of lease space. It includes a bathroom, main hall and cloak room. Staff consulted with a local real estate agent in 2021 and market rate rent for this building would be in the \$12-18 / SF range with the tenant responsible for the utilities / snowplowing and the City responsible for the property taxes. Staff estimates that a current lease rate would fall into the \$14-20 / SF range.

Private Party Lease (Older Information)

The EDA reviewed this use in 2021 and recommended that staff renovate the building when pricing came down. Unfortunately, pricing has not come down since Covid.

Public / Parks (Older Information)

Ideas for use of the site include art classes and rental for small events. Staff has spoke with Mark Riverblood and he was not confident he could identify many viable park and recreation uses for that building based on the layout, outside noise and uncertain parking. He noted he thought it was a better niche retail location if the use didn't require much parking or if a parking solution could be found.

Visitor Center (Older Information)

Former Mayor Kuzma expressed interest in moving the Old Town Hall to the Anoka County Mississippi West Regional Park and to utilize it as a Visitor Center. More information is needed to determine the viability of this based on the information in the RCP Report which recommends against moving the building.

Notification:

None required

Time Frame/Observations/Alternatives:

This item was initiated for discussion by Council Members Specht and Buscher. This purpose of the case is to see if the Council has consensus moving forward on the status of the Old Ramsey Town Hall.

- The information provided above in the Background Section and the Attachments for this case provide historical reference to past studies and actions by the City Council and EDA.
- The repairs made to the Old Town Hall in 2024 have secured the building, improved curb appeal, and prevented deterioration of the building. As long as the City periodically conducts general maintenance, the building should remain in good shape.
- Staff estimates the cost to fully renovate and bring the building back into use to be at least 120K (considers inflation of labor and material costs) Formal quotes would need to be obtained if that is the consensus of the Council.
- If the building was brought into operation, a parking agreement would need to be negotiated with Security Bank and Trust next door.

Alternatives generally include:

- 1) Do nothing, except for general property maintenance. (current direction)
- 2) Council Direction to provide direction for Staff to obtain more quotes and proceed with historic renovation to bring the building into operation.
- 3) Relocate the building. (it should be noted that the RCP Study did not recommend moving the building.)
- 4) Something else

Funding Source:

No funding source has been identified.

Full renovation costs funded through EDA funds is not supported by EDA.

Recommendation:

There is no recommendation by Staff or the EDA at this time

Outcome/Action:

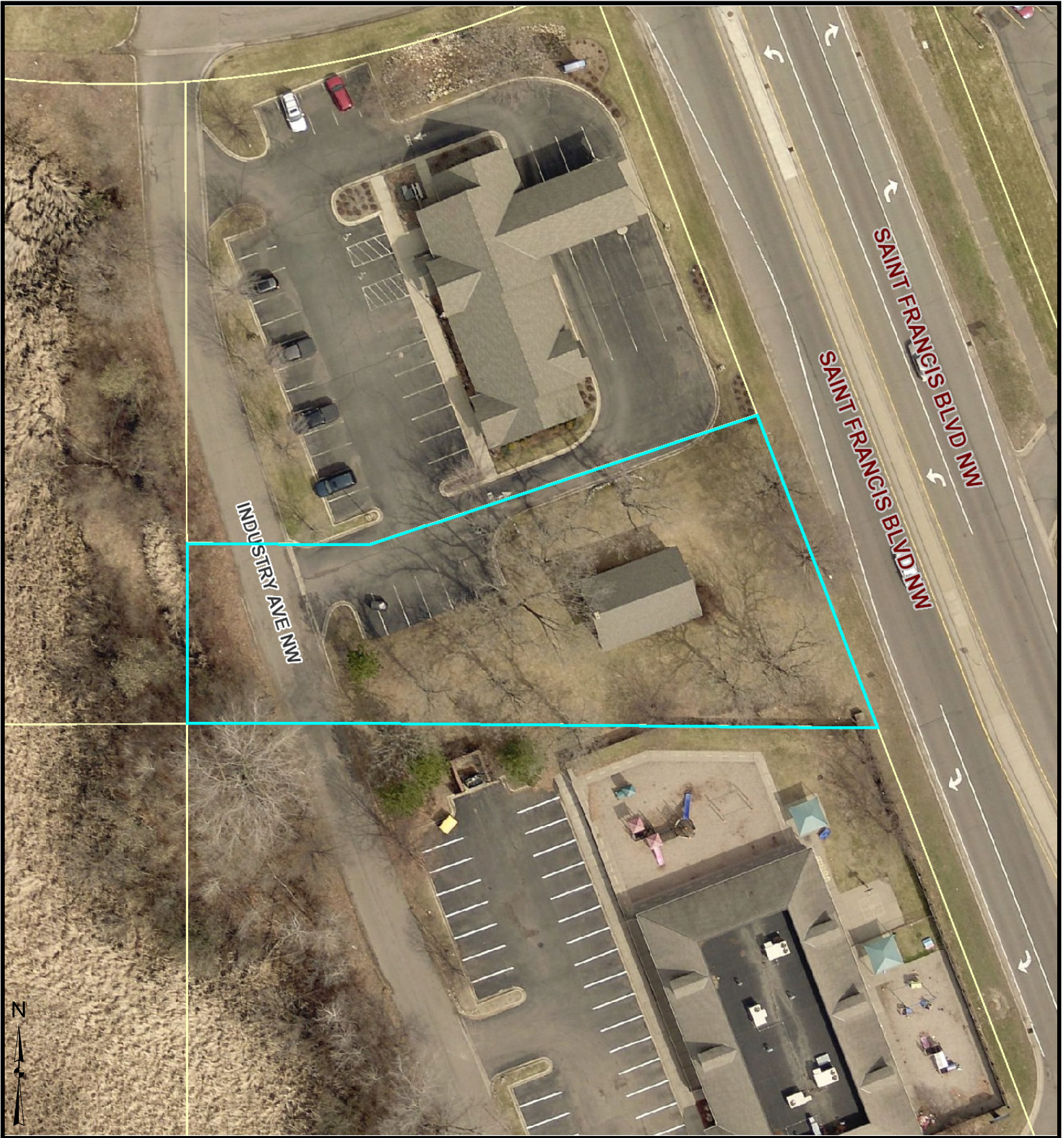
Consensus by the City Council on next steps for Old Ramsey Town Hall

Site Location Map
Town Hall Photos 7-25-24 (prior to repairs)
Renovation Quote Summary (Full Renovation)
DKN Quote
RAK Quote
Reshetar Quote
Town Hall Photos - October 2024 (repairs completed)
Reciprocal Easement Agreement - Parking
RCP Town Hall 17A Report
RCP Town Hall Report 17b

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	03/04/2025 02:40 PM
Sean Sullivan	Sean Sullivan	03/05/2025 04:11 PM
Brian Hagen	Brian Hagen	03/06/2025 08:37 AM
Form Started By: Katie Schmidt		Started On: 03/04/2025 10:31 AM
Final Approval Date: 03/06/2025		

Anoka County Parcel Viewer



Parcel Information: Approx. Acres: 0.49
25-32-25-43-0063 Commissioner: MATT LOOK
14120 SAINT FRANCIS BLVD NW
RAMSEY
MN 55303
Plat: OLD SCHOOL HOUSE NO. 28 ADDITION

Owner Information:
RAMSEY CITY OF
7550 SUNWOOD DRIVE
RAMSEY
MN
55303



Old Town Hall Photos – 7-25-2024









Old Town Hall

Bid Comparison (Summary)

Company	DKN Construction	Reshetar	RAK
Building Renovation	\$ 88,007	\$ 140,000	\$ 140,215
Sidewalk/Ramp	\$ 34,000	Included above	\$ 38,500
Sub Total	\$ 122,007	\$ 140,000	\$ 178,715

Add On - Tree Removal	NO QUOTE GIVEN	4000	NO QUOTE GIVEN
Add On - Seed Ramp Area	Included above	Included Above	\$ 3,500
Deduct - Ramp to North	\$ 2,000	N/A	N/A

Project Timeline	4-6 weeks once tile and wainscot selected	about 3 months	4-6 months
------------------	--	----------------	------------

*Quotes do not include Sewer and Water Connection Charges, if any

DKN Construction, LLC
 2332 Highway 65
 Mora, MN 55051 US
 612-333-3857
 office@dknconstruction.com
 www.dknconstruction.com

Estimate



ADDRESS
City of Ramsey. 14120 St Francis Blvd Ramsey, MN 55303

ESTIMATE #	DATE	
2588	07/08/2024	

JOB NAME

Ramsey Town Hall Budget

DESCRIPTION	AMOUNT
Remove existing steps. Install pier footings as needed. Form and pour landing with steps and concrete ramp. Tuckpoint misc. areas as needed. Ramp to be on south side.	34,000.00
Sand and finish with 3 coats of oil base polyurethane: Main room and entry approx 700 sf. Install, sand and finish 3 1/4 douglas fir in entry. Patch approx 8 boards also. * Use old wood if available. New wood will be lighter in color than old wood. * Any additional patching is \$35 per board.	4,976.00
Inclusions:	28,270.00
Extend the broken vent stack up through the roof from the basement (this may require others to open walls to accomplish) Revise existing plumbing rough-in as required and connect to main sewer stack Provide a tank type toilet Provide a wall hung lavatory sink and faucet Provide 6-gallon (120V) electric water heater and hang in basement Provide domestic water piping as required for fixtures and water heater, route water service (water meter by others) Provide waste & piping as required for the fixtures Provide pipe insulation on domestic water piping as required by code Provide furnace discharge plenum Provide ductwork branch main and route through crawl space to floor registers along the perimeter Provide return ductwork main to a large (approximately 30x30) single return grille in large open room near furnace Provide (8) floor grilles Provide bathroom exhaust fan, terminate through building sidewall Provide combustion air & flue piping for furnace Furnace start-up and operation check Mechanical engineering as required for permit Permit and inspection Tools, trucking and supervision	
Clarifications: Building opening by others	



RAK Construction, Inc.

An Affirmative Action, Equal Opportunity Employer

21435 Johnson Street NE
East Bethel, MN 55011
Phone (763) 434-4210 Fax (763) 434-8380

Bid Proposal

DATE July 17, 2024
Bid # 15088B

Customer # 763-433-9868
ssullivan@cityoframsey.com
Prepared by: Angela

Bid To:

City of Ramsey
7550 Sundwood Dr. NW
Ramsey, MN 55303
Attn: Sean Sullivan

Job Location: Old Town Hall
14120 St. Francis Blvd NW
Ramsey, MN 55303

RAK Construction proposes to furnish labor and material to complete the work as follows:

City of Ramsey- Old Town Hall Restoration BUDGET

Description	AMOUNT
1. Repair exterior brick.	
2. Repair eaves and paint.	
3. Install owner provided doors. Stain doors and frames.	
4. Repair windows and replace (1) with new.	
5. Tuck point chimney.	
6. Supply and install new plumbing fixtures and tie into city plumbing.	
7. Hook up HVAC unit and install new A/C unit.	
8. Restore exiting wood floors.	
9. Supply and install ceramic tile in restroom.	
10. Supply and install wood wainscot throughout main area. Stain wood wainscot.	
11. Finish remaining sheetrock. Paint.	
12. New lighting throughout space, exit signage to meet code, and hook up to city power.	
13. Clean Up, Supervision, Disposal, Permit, and OH&P are included in this cost.	
TOTAL	\$140,215.00

Alternate 1: Add \$38,500.00 for sidewalk and ADA ramp. Sidewalk to include curb cut and truncated domes.

Alternate 2: Add \$3,500.00 to restore tapered earthwork along ramp with seed only.

Note 1: No tree removal.

This proposal may be withdrawn or prices may be subject to change if not accepted within 30 days.

If you have any questions concerning this quotation, contact James Wood 763-434-4210.

Yours truly,

RAK Construction Inc.

James Wood
Project Manager
james@rakconstruction.com

Thank you for the opportunity to quote this work

Acceptance of Proposal

The work described above is approved by:

Signed: _____

Date: _____



Reshetar Systems, Inc.
730 Bunker Lake Boulevard Northwest
Anoka, MN 55303
763.421.1152 Fax 763.421.1153

PROPOSAL

page 1 of 1

DATE: **2-Jul-24**

PROPOSAL NUMBER: **24-13199**

TO: **Sean Sullivan**
ssullivan@ci.ramsey.mn.us

PROJECT: **Ramsey Town Hall Renovations**

PLAN DATE: **N/A**

ADDENDA: **N/A**

Labor, materials, and equipment for the following:

Permits included

Carpentry: Repair exterior soffits/fascia, broken window, main entry (including new transom window)
New interior wainscot/trim and window/door casing
New toilet accessories and door hardware

Drywall: Patch existing drywall as needed. Finish tape and sand all areas to level 4 finish
Spray knock-down texture on ceiling

Painting: Prime and paint existing walls and ceilings
Enamel new wainscot, door frames, window frames and trim
Clear sealer on all doors
Paint exterior soffits, fascia and windows

Flooring: Patch existing floor as needed (provide new at entry)
Sand and refinish existing flooring as needed
New floor and wall tile in bathroom

Plumbing: Rough ins below floor, connected to existing 4" cast drain and 1" galvanized water
Set meter and finish all tie-ins to fixtures (6 gallon water heater, chrome bath fixtures)
American Standard toilet and sink and grab bars

Electrical: New devices at existing rough-ins (12 receptacles, 2 exit signs, 8' LED strip light in basement
3 switches, 6 light fixtures (\$1,750 allowance), add switch and entry), Hook up furnace and A/C
Assuming all existing wiring is in good working order

HVAC: New furnace and A/C figured (existing new furnace is not repairable), all rough-ins under floor
Bath fan, grills/registers, ductwork and PVC venting included

Sidewalks: New sidewalks along north side of building, tear out and repour new front stoop with ADA ramp
New ADA railings at stoop/stairs and ramp as needed
Restore greenspace with black dirt and seed (future watering by others)
Tree removal if needed: **add \$4000**

TOTAL BUDGET \$ 140,000

Brett M. Reshetar

This proposal may be withdrawn if not accepted within 30 days.

Brett M. Reshetar

Direct (612) 940-0123

All materials to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, theft, and other necessary insurance. Our workers are fully covered by Worker's Comp. Insurance.

Front Door / Windows / Soffits / West Exposure (repaired)



Window Fixed / Windows Painted / Soffits (repaired)



Inside Facing E (Cleaned)



Coatroom (Cleaned)



- b) "Owner" shall initially mean the Declarants stated above; however, owner shall also mean the successors and assigns of Declarants who become owners of any portion of the Property. If different portions of the Property are owned by different Persons, each Person shall be an Owner and shall all be liable for the performance of all covenants, obligations, and undertakings herein set forth, with respect to the portion of the Property owned by it during such period of ownership.
 - c) "Person" shall mean any individual, partnership, firm, association, corporation, trust, or any other form of business or government entity.
3. **Easements.** There shall hereby exist in favor of each Owner and each Lot for the use by each Owner, its lessees, employees, agents, contractors, customers, guests and invitees, in common with others entitled to use the same, if any, a nonexclusive easement for roadway, utilities and drainage purposes and for ingress and egress and parking lot purposes over and across that part of the property legally described on Exhibit "A" attached hereto and made a part hereof. Said Exhibit "A" has been prepared by KKE Architects at the joint request of Declarants, and is hereby approved by Declarants.
4. **Duration of Easement.** The Easement shall be permanent and perpetual and shall inure to the benefit of and be binding upon all Owners and their respective successors and assigns, and shall run with the land.
5. **Maintenance and Repair.** The Owner of Lot 1 shall construct all of the driveways and parking areas shown on Exhibit "A" in a manner conforming with the plans and specifications prepared by KKE Architects and attached hereto as Exhibit "B". Said improvements shall be completed in a good, workmanlike manner and shall be completed by not later than February 12, 1997, subject to delays beyond the reasonable control of the Owner of Lot 1. The Owner of Lot 1 shall, at its sole cost and expense, maintain and repair said driveways, parking lot and related improvements, including, but not limited to, snow plowing, snow removal, and repair and replacement as necessary for the bituminous surface and curbing (the "Maintenance Costs"); however:

- a) From and after completion of the subject improvements as specified in Exhibit "B", the Owner of Lot 2 shall reimburse the Owner of Lot 1 for 29 percent of the initial construction costs thereof. Said reimbursement shall be due and payable within thirty (30) days after receipt of an invoice from the Owner of Lot 1 for the same; and,
 - b) From and after completion of the improvements as specified in Exhibit "B", the Owner of Lot 2 shall reimburse the Owner of Lot 1 for 29 percent of the maintenance costs on a monthly basis within thirty (30) days after receipt of an invoice from the Owner of said Lot 2 for the same.
6. **No Dedication.** Notwithstanding anything herein to the contrary, the Easement shall not be deemed dedicated to the public or otherwise deemed public land. Notwithstanding that it is a party to this Agreement, Ramsey shall have no obligation and no right, unless otherwise existing independent of this Declaration, under the ordinances, statutes and other laws under which Ramsey operates, to maintain and administer the Easement area, except the Easement area located upon its own lot in a manner consistent with this Agreement. Except as may otherwise be specifically provided herein, no right or privilege of any Owner shall inure to the benefit of any third party Person nor shall any third party Person be deemed to be a beneficiary of any of the provisions contained herein.
7. **Parking Restriction.** Notwithstanding any other provision hereof, the Owner of Lot 2, its lessees, employees, agents, contractors, customers, guests and invitees, understand that the primary purpose of the parking designated on Exhibit "B" which are located upon Lot 1 during the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday (excepting legal holidays) and that during the hours of 8:00 a.m. to 12:00 noon Saturdays are for the operation of the bank facility and shall abide by any reasonable requests from said owners.
8. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Declaration. This Declaration may not be modified, amended or changed orally, but only by an agreement in writing signed by the affected Owners. No Owner shall be deemed to have waived any rights under this Declaration unless such waiver is given in writing, and signed by such Owner. If any provision of this Declaration is invalid or unenforceable, such provision shall

THIS INSTRUMENT WAS DRAFTED BY:

**Clark A. Joslin
JOSLIN & URNESS, P.A.
Attorneys at Law
221 NW 2nd Avenue
Cambridge, MN 55008
Phone: (612) 689-4101
Attorney ID No: 52802**

ABSTRACT

DOCUMENT NO. 1243375.0 ABSTRACT

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
FOR RECORD ON **SEP 30 96**
AT **5:00 PM** AND WAS DULY RECORDED.
FEES AND TAXES IN THE AMOUNT OF **\$19.50** PAID.

Receipt # <u>108372</u>	<input type="checkbox"/> Certified Copy
Date/Time: <u>9/30 / 17:00</u>	<input type="checkbox"/> Tax Liens/Releases
Doc. Order <u>1</u> of <u>1</u>	<input type="checkbox"/> Multi-Co. Doc Tax Pd
✓ by: Recordability: <u>[Signature]</u>	<input type="checkbox"/> Transfer <input type="checkbox"/> New Desc.
Filing Fees: <u>19.50</u>	<input type="checkbox"/> Division <input type="checkbox"/> GAC
Delqs: _____ Pins: <u>9L</u>	<input type="checkbox"/> Status <input type="checkbox"/> Def. Spec.

RECEIPT NO. **96068372**
EDWARD M. TRESKA

ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

BY JLG
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

Historic Ramsey Town Hall: Ramsey, MN

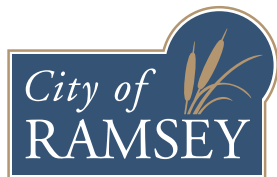


Prepared by

Corinne Deger, Morgan Kuehn, Kate Stanger, and
Vanessa Walton

Students in ARCH 5672: Historic Building Conservation

Instructor: Todd Grover
College of Design



Prepared in Collaboration with
Kurt Ulrich
City Administrator, City of Ramsey



Building community-university partnerships for sustainability

The project on which this report is based was completed in collaboration with the City of Ramsey as part of the 2017–2018 Resilient Communities Project (RCP) partnership. RCP is a program at the University of Minnesota’s Center for Urban and Regional Affairs (CURA) that connects University faculty and students with Minnesota communities to address strategic projects that advance local resilience and sustainability.

The contents of this report represent the views of the authors, and do not necessarily reflect those of RCP, CURA, the Regents of the University of Minnesota, or the City of Ramsey.



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This publication may be available in alternate formats upon request.

Resilient Communities Project

University of Minnesota

330 HHHSPA

301—19th Avenue South

Minneapolis, Minnesota 55455

Phone: (612) 625-7501

E-mail: rcp@umn.edu

Web site: <http://www.rcp.umn.edu>



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HISTORIC RAMSEY TOWN HALL

RAMSEY, MINNESOTA

Corinne Deger, Morgan Kuehn, Kate Stanger, and Vanessa Walton
COLLEGE OF DESIGN | UNIVERSITY OF MINNESOTA

RAMSEY TOWN HALL, Ramsey, Minnesota

1. Introduction

The Ramsey Old Town Hall is located in Ramsey, Minnesota. The primary façade faces roughly East.

It is a small wood framed building with a rectangular footprint. The building is clad in Chaska brick, and the roof has asphalt shingles. The building has a first floor composed of a handful of rooms supported by wood floor joists. There is a basement that has a small landing and crawl space under the remainder of the first floor.

There have already been some preservation efforts on the building. There is gypsum board on the wood studs throughout the first level. Many of the probable future occupants of the Ramsey Town hall are small businesses. While the city of Ramsey may add a small homage inside the building to its historic significance, it will not be a focus of the reuse.

Considering these factors, we have decided to make recommendations based upon the Secretary of the Interior's Standards for Rehabilitation.



Figure 1 – Ramsey Town Hall Primary Façade

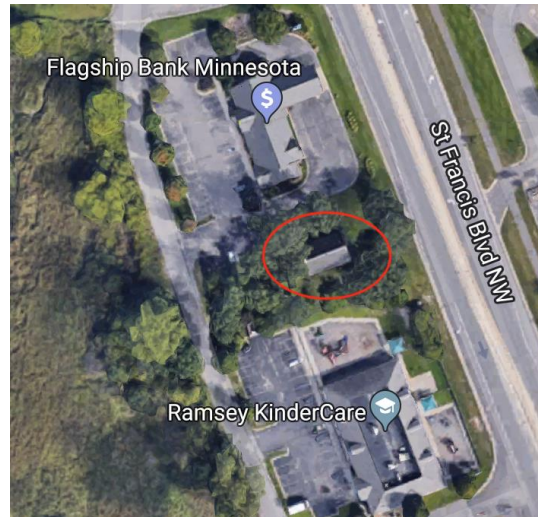


Figure 2 – North Oriented Map

2. History

The Ramsey Town Hall was built in 1892 as a one room school house referred to as the District No. 28 School. The brick school was built to replace a smaller wood frame school house. It is currently located at 14100 St. Francis Boulevard NW in Ramsey, Minnesota.

From 1892 until 1946, the building served as a modest rural schoolhouse for students from first to eighth grade. The building was constructed of buff colored bricks that were manufactured at the nearby Kelsey Brickyard. It had decorative segmental arches over the doors and windows, and a wood shingled roof. It had a pair of front doors that opened vertically at the center and were topped by a bell for calling students. Upon entering, there was a coat closet for the girls on the right, a water station and entrance to the basement in the center, and a coat closet for the boys and the archway into the classroom on the left. In the classroom, the teacher's desk was to the right, along the east wall. There was a small closet behind the teacher's desk. Rows of student desks faced the center of the room, chalkboards were on the back, west wall, and a wood burning stove sat in the back northwest corner. The building had plaster walls with wainscoting, a pressed tin ceiling, arched windows, and no electricity or running water.

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Today, the building sits between a bank on its north side, a day care center on its south side, and paved roads on the east and west sides. Originally, the schoolhouse sat on a large lot with a swamp and open land in the back, and an ample front yard with two large oak trees. The students used to play with the toads at the swamp, swing from a swing on the oak trees, and get water from the water pump in front of the building.

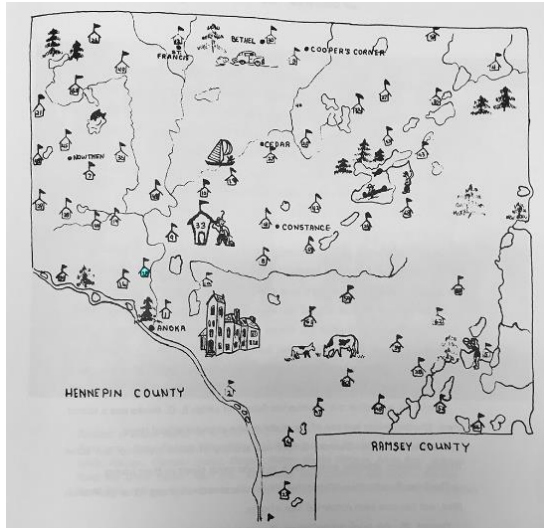


Figure 3 – Anoka Co Schools, No. 28 in Blue

Between 1943 and 1944, a local school father, Mr. Pearson, oversaw what is believed to be the first renovations. At this time, the original plaster above the wainscoting was removed from the walls and replaced with a form of paper board that had vertical strips of wood over the seams.

In 1946, the school closed and was converted into a town hall. Until this time, it was common that schools were used as meeting places for the town board. Additionally, as enrollment decreased, many one room school houses in the area were closing and larger schools were being built. In fact, when District No. 28 School closed, it had an enrollment of roughly nine students.¹

The conversion to a town hall brought many changes to the building. On the exterior, the front door was replaced, the east, north, and south wall windows were replaced with rectangular windows, the west wall windows were bricked in with asphalt brick, asphalt shingles replaced the wood shingles on the roof, and a concrete belt course was added around the building. On the interior, the girl's

coat room was turned into a small kitchen, the small teacher's closet was removed, the chalk boards were painted yellow, the wood floor was covered with a vinyl flooring, and the paper board was replaced with fiber board. The building served as the Ramsey Town Hall until around 1974 when a new town hall was built.²

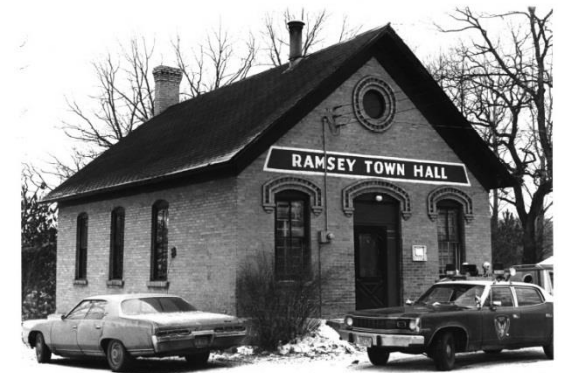


Figure 4 – Ramsey Town Hall 1978

After being listed in the National Register of Historic Places, rehabilitation of the building began. Currently, the building sits vacant and unfinished with several modern updates throughout.

¹ Alan Pearson and Betty Pearson, "Ramsey Town Hall / District No. 28 School," interview by Kate Stanger, November 29, 2017.

² Lynne VanBroeklin Spaeth, "School District No. 28," National Register of Historic Places Inventory/Nomination Form, St. Paul, November 6, 1979.

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3. Exterior

The rectangular building is clad in brick. There is a main entrance with windows on the eastern facade, and windows of various sizes scattered on all other sides.

Front Entrance

The entrance of the building is fitted with particleboard, which has allowed the use of a standard size door in place of what was likely a door and curved transom window.



Figure 5 – Front Entrance with Particleboard

By the looks of the paint that is left on the brick near top and sides of the particleboard insert, the original wood door and framing was red. The door that is currently present, while functioning, is in poor condition.



Figure 6 – Red Paint on Overhead Framing

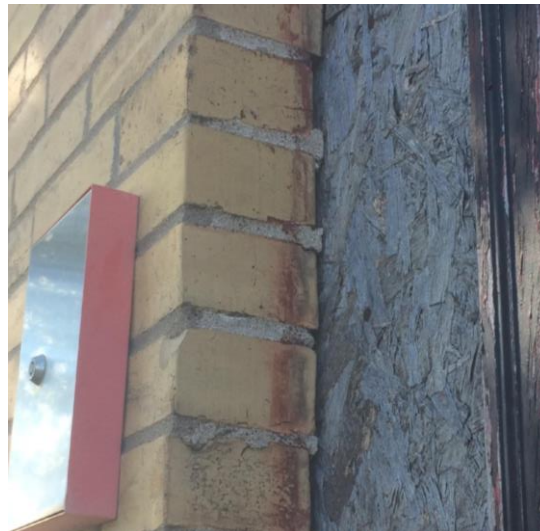


Figure 7 – Red Paint on Side Framing

Organic matter from bats is piled on the left side of the front door.

There is damage to the threshold of the front door and beyond the entrance exposing what looks to be part of the wood subfloor of the building.



Figure 8 – Organic Matter near Front Door



Figure 9 – Front Door Threshold

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The concrete stoop and steps that lead up to the building have several cracks and are uneven. It appears as if there has been some patching between the steps and the building. There are no hand railings. The building entrance is not currently ADA accessible and the steps are at the wrong rise and run for an entrance.

Recommendations

Primarily, the pile of organic matter at the entrance of the door should be removed. It poses a health hazard.

The building should be outfitted with the proper door and frame. In our research, we learned that the original door was a French door likely topped with a transom window. We'd suggest that a similar door be installed and painted in the same red that is used in other areas on the exterior of the building.

The current concrete steps should be removed and replaced with a system that is ADA compliant. All steps should have uniform riser heights and uniform tread depths. Risers should be 4 inches (100 mm) high minimum and 7 inches (180 mm) high maximum. Open risers are not allowed. Treads shall be 11 inches (280 mm) deep minimum. The radius of curvature at the leading edge of the tread shall be ½ inch (13 mm) maximum. Handrails shall be provided on both sides of stairs and ramps.

Additionally, slopes on the wheelchair ramp should be at a 1:12 ratio which equals 4.8 degrees slope (one foot of wheelchair ramp for each inch of rise). A minimum of 5' x 5' flat areas unobstructed should be at the top and bottom of the wheelchair ramp with a minimum width of 36 inches of clear space across the ramp.

Brick

The façade is covered in a yellow Chaska brick veneer. While there have been some repairs to several sections of the facade; there are still a few problem areas. On the front facade, the use of plywood around the door caused gaps in between the plywood and the brick. These gaps gave us an opportunity to get a better look at the wood structure without taking out any bricks.

The North and South brick facades are warping leading us to speculate that the metal ties or other material attaching the veneer to the wood has deteriorated, most likely due to rusting from water exposure. Additionally, because of the accessible gaps, there were leaves and debris in between the wood frame and brick façade.

There is some deterioration of the brick caused by humans. Many of the bricks have carvings and etchings.



Figure 10 – Accessible Gap Behind Brick



Figure 11 – Carvings and Etchings in Brick

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Additionally, there are a series of chips in the brick on the South facade that appear to be in a gunshot pattern.



Figure 12 – Gunshot Pattern in Brick

There are multiple areas where there is broken brick. This is most evident on the window sills on the North and South elevations, around the front entrance, and on the chimney on the West elevation. This damage could have been caused by humans, objects hitting the brick, or water damage.



Figure 13 – Broken Brick at Corner

There is also deterioration of the brick that was caused by the environment. There are bricks on all four facades that are experiencing spalling, especially near the entrance of the building. Spalling is caused by water being absorbed into the brick and cracking the front face of the brick when the water freezes, therefore, it is evidence that water is not able to drain properly behind the veneer. The freezing and thawing of water can also crack large parts of the brick off in the locations noted previously.

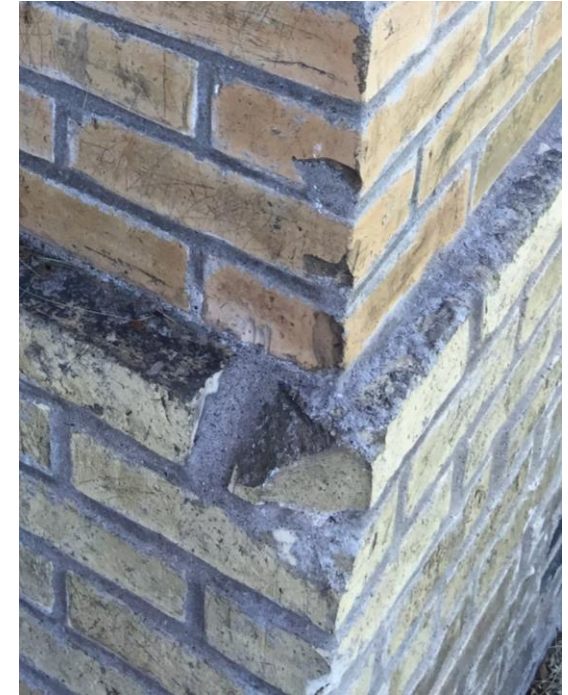


Figure 14 – Environmental Degradation

Figure 15 shows several small holes where a sign may have been hung in the past.



Figure 15 – Holes in Brick from Sign

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There are also some metal brackets in the façade; these were where electric lines and some services were connected.



Figure 16 – Metal Brackets in Brick



Figure 17 – Metal Brackets in Brick

There are several sections of the primary façade where it looks like some repointing has taken place, specifically under the window on the right-hand side, where the mortar is a different color, and to the top of the circular window at the top of the structure. Figures 18, 19 and 20 show other areas where repointing was done, including the chimney. The mortar joints where the repointing was done are much more prominent due to the following characteristics: over-grinding during repointing process damaged the brick around the repointed areas, a different color of mortar was used, possibly a different strength of mortar was used, and the size of the mortar joints are larger. The mortar is supposed to be weaker than the brick so that it cracks before the brick can.



Figure 18 – Attempted Repointing

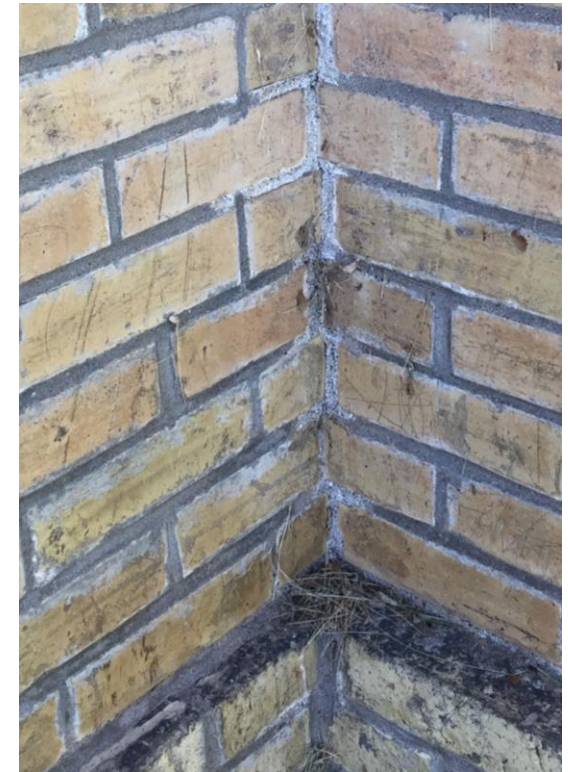


Figure 19 – Attempted Repointing



Figure 20 – Attempted Repointing

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There have been some attempts to repair some of the damaged brick in several places. Several of the repairs are closer to the concrete foundation on the Southern elevation. However, rather than replacing the brick that was broken off, concrete or mortar was used to fill in the broken pieces.



Figure 21 – Mortar Replacement to Fill Voids



Figure 22 – Mortar Replacement to Fill Voids

In one location, area of brick that was smeared with mortar on the rear elevation. The concrete curb that is located around the base of the North, South, and West elevations is most likely covering up deteriorated brick.



Figure 23 – Deteriorated Brick with Mortar

There are a couple of bricks that look like they were replaced with a different type of brick. The new bricks don't have the same coloring as the Chaska brick; they have more hints of red than yellow. These replacement bricks look like they have been damaged, which implies that they aren't as strong as the original Chaska brick.

There is a pipe that runs from the basement to the exterior on the North elevation. The area around the pipe was not filled in, so there is currently a hole in the wall that exposes the wood structure.



Figure 23 – Replacement Bricks



Figure 23 – Exterior Pipe Penetration

In addition to cracked brick and mismatched mortar, the chimney is missing a cap.

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Recommendations

Any repointing done going forward must be done in a manner so as not to not grind into the bricks while removing the mortar. The mortar and brick used for any replacements must be of quality strength and grades as the original.³

If possible, use Chaska brick when replacing damaged bricks. Bricks could potentially be found at a salvage site, new Chaska bricks could be special ordered and produced, or bricks from the basement that are no longer visible could be used. If Chaska bricks are not available, find a brick of a similar strength, size, porosity, and color. A chimney cap matching the brick should be added.

Carvings in the brick are not currently a problem. Some would argue that leaving them provides a specific aesthetic that is worth keeping. However, spalling and holes should be repaired. The large penetration in the brick around the pipe should be repaired, and sealant should be applied.

The ties holding the brick veneer against the wood structure underneath should be reinforced. This project is priority.

The mortar that is covering the brick should be removed if possible. This process must be done by hand without damaging the brick. Replace the bricks as needed.

Exterior Windows

There are eleven windows on this building. There are three double hung wood windows on the side elevations with a two-over-two dividing lite orientation, four wood windows on the rear elevation with a single vertical division, and one circular window on the front elevation. The windows have a wood frame and a vinyl side jamb.

The painting around the frame is patchy, and there is caulk missing around the window frames.



Figure 24 – Rear Window



Figure 25 – Side Elevation Window

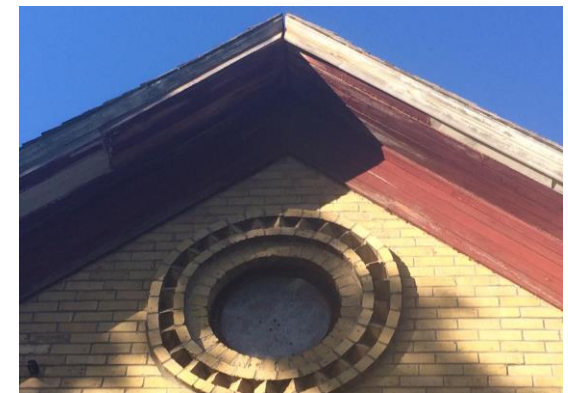


Figure 26 – Circular Front Window



Figure 27 – Paint Chipping on Window Frame

³ Robert C. Mack, and John P. Spewiek. "Preservation Briefs 2: Repointing Mortar Joints in Historic Masonry Buildings," (Technical Preservation Services, NPS, 1998), <https://www.nps.gov/tps/how-to-preserve/briefs/2-repoint-mortar-joints.htm>.

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A pane is broken on one of the windows on the rear elevation. It is our understanding that the windows were replaced in 1946, but we do not have any confirmation about other replacements. We have been assuming that the windows were replaced again around 1990 because the existing windows appear to be newer since they are in decent condition. The paint has worn around the frame, which exposes the wood. If the windows were older than 1990, then there would be significant deterioration from the lack of maintenance. We found a tag in that states Marvin Windows is the manufacturer.

The brick around the top of the windows is arched which means that the tops of the windows were potentially curved as well. We could not find a photograph that would confirm this, so further research would be needed. We also could not confirm what kind of glass was in the front circular window. In general, there does not seem to be any major deterioration from mold or insects.

Recommendations

If replacement of the windows is possible, replacements should have a curved upper sash, and the window divisions should be preserved. The following recommendations should be considered if replacement of the entire window is not possible.

The sashes and other portions of window showing mold should be replaced. The window frames should be painted to match the fascia/soffit. Broken and missing glass, like on the rear elevation, should be replaced with clear glass. The window frames should be secured to the wooden structure, and caulking should be installed around the interior and exterior frame to create a seal.⁴

For the front circular window, the plywood should be removed, and glass should be installed. If another style/pattern of glass is found when doing more research, then replace with what is historically appropriate.

The interior and exterior portions of the window should be cleaned. Harsh chemical cleaners should be avoided. Consult Marvin Windows for a proper cleaning method.

Roof

The existing roof has asphalt shingles, and the soffit and fascia are solid wood. The original roof has wood shingles. We could not access the roof to determine the condition, but the shingles appear to be in poor condition. Many of the shingles are not flat, meaning water is being shedding improperly.



Figure 28 – Asphalt Shingles

The apex of the roof appears to be split. This could be due to the walls not providing enough support to the roof, so the roof is slowly failing. It could be due to the wood shrinking over time as well. There are pieces of the soffit and fascia that have fallen off, and there are holes in the soffit on the West elevation.

⁴ John H. Myers. "Preservation Briefs 9: The Repair of Historic Wooden Windows," (Technical Preservation Services, NPS, 1981), <https://www.nps.gov/tps/how-to-preserve/briefs/9-wooden-windows.htm>.

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Figure 29 – Wooden Soffit and Fascia

Moss and other vegetation is growing on the roof, especially on the west side near the chimney. This observation supports our assumption that the roof is not shedding water properly. There are not any gutters on the building.

Recommendations

The roof ridge should be sealed, and a professional should be consulted to determine the cause of the split roof. We believe this could be from a lack of support from the walls since the brick veneer and wood frame are not properly secured to one another, but a professional would confirm.

The soffit and fascia should be repaired with wood similar to the existing. They should then be painted.⁵

Additionally, the roof should be re-shingled, and any holes should be repaired. The new roof material can be asphalt shingles, but wooden shingles would be more appropriate. The roof and chimney must be properly flashed.

Concrete

There is a concrete curb that runs from the side elevations to the rear elevation. It is not original or historic. It was most likely installed to cover up deteriorated brick in addition to providing structural support to the wall. The settling of the concrete could be cracking the brick behind. There is no sealant between the concrete and the brick. The concrete has major cracks that is allowing water to penetrate the structure.

The concrete is covering up two garden level windows on the North and South elevations. These windows can be seen while standing in the basement.

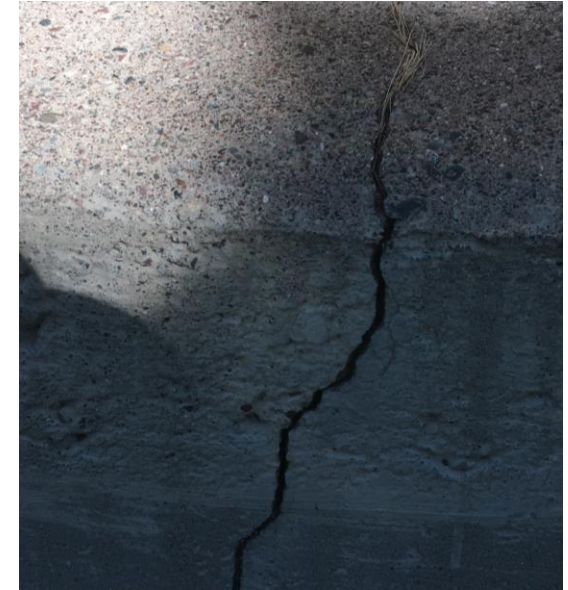


Figure 30 – Concrete Curb Crack



Figure 31 – North Elevation Window

⁵ Sarah M. Sweetser. "Roofing for Historic Buildings," (Technical Preservation Services, NPS, 1978), <https://www.nps.gov/tps/how-to-preserve/briefs/4-roofing.htm>

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Figure 30 – South Elevation Window

Recommendations

The cracks in the concrete should be sealed. Additionally, the joint where the bricks meet the concrete should be sealed.

If there are future plans to remove the concrete, the following is recommended. The concrete should be removed carefully as to not damage the garden level window lintels. The brick veneer should be reattached to the wood stud wall, and damaged bricks should be replaced.

We recognize that the use of the concrete was a solution to an issue. However, we strongly recommend that no new concrete is installed, and other solutions are pursued in the future.

3. Entry Hall & Main Room

The entry hall is the first room inside the Ramsey Town Hall. It is a small room that contains the stairwell to the basement and leads to the main room. The main room is a large open space just off the entry hall that was formerly the classroom of the original school house. In both room, the conditions of the walls and floors are similar and, therefore, will be addressed together.

Walls

The original walls were removed and replaced with fiber boards during a previous renovation. The fiber boards have since been replaced with modern gypsum board on the top two thirds of the wall and particle board on the bottom third, presumably to recreate the original wainscoting. There is also a large rectangular hole cut in the gypsum board above the front door. On the interior, the walls appear structurally sound and have no apparent water damage. The gypsum board has been tapped and mudded, but not been treated with a primer.

As evidenced by rodents and loose insulation, the exposed gas line on the west wall of the main room is not sealed or insulated correctly.

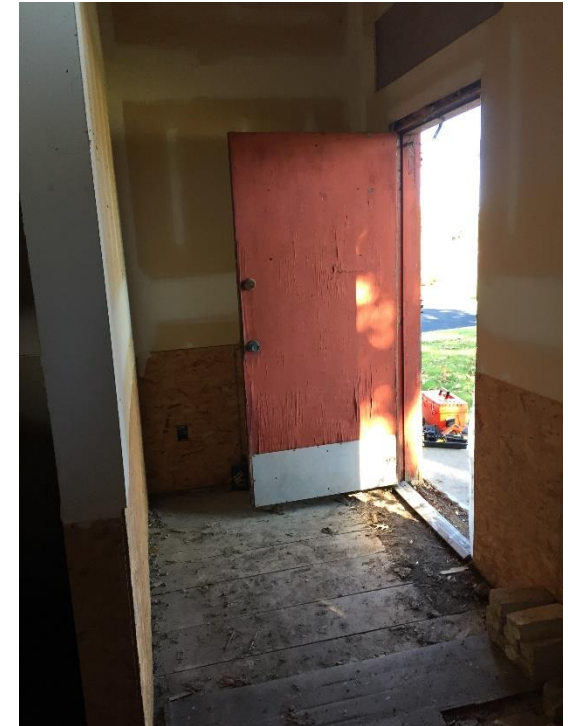


Figure 31 – Entry Hall



Figure 32 – Opening Above Entry

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Figure 33 – Main Room, East Wall



Figure 34 – Main Room, Northwest Corner

Recommendations

Much of the interior integrity has been compromised, since none of the current wall material is original. Therefore, further alterations are not strictly discouraged.

However, effort should be taken to match the original wall design including matching the bottom paneling and applying a paint color that matches the original.

All walls and window interiors should be cleaned of debris and primed before applying paint to ensure a more even application. Preservation Brief 28: Painting Historic Interiors should be consulted when choosing a paint color. Following the brief, it will be best to match the new paint color to the historic wall color, if possible. If the original paint color cannot be determined, a color that is historically appropriate for both the time period and function of the building is recommended.⁶

In the entry hall, the hole above the front door may be exposed as a transom window once a new door has been added. If not, the hole must be patched to match the rest of the wall.

In the main room, the original chalk boards, which are still present on site, should be

incorporated in the adaptive reuse and restored to their original location on the west wall. An expert should be consulted to inspect the gas line.

Floors

Approximately half of the original wood floor is intact in the entry hall. A section of the original flooring has been removed immediately upon entry. The subfloor that remains has significant damage from exposure to the weather.



Figure 34 – Entry Hall Flooring at Threshold

Throughout the main room, the original wood flooring is intact. Unfortunately, redesign of the interior walls has left holes in the floor. There are holes along the north and south walls for venting to the basement. There is a small amount of water damage on the boards in the doorway to the bathroom.

⁶ Sara B. Chase, "Preservation Briefs 28: Painting Historic Interiors," (Technical Preservation Services, NPS, 1992), <https://www.nps.gov/tps/how-to-preserve/briefs/28-painting-interiors.htm>.

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Overall, the original flooring in both rooms is very dirty, there are some holes along the wood grain caused by wear and previous renovations, and there is remnant of adhesive from the vinyl flooring.



Figure 35 – Main Room, Holes in Floor



Figure 35 – Bathroom Water Damage



Figure 36 – Holes Along Wood Grain

Recommendations

Restoration of the existing floor should be based on the Secretary of the Interior's Standards for Rehabilitation. Overall, the floors need to be cleaned and sanded to remove debris and adhesive. According to SOIS, both chemical and physical treatments may be undertaken in the gentlest means possible. If necessary, complementary wood flooring which matches in design, color, texture, and possibly material, should be used to fill in any spaces of missing flooring.⁷ Finally, a protective coating should be applied.

In the entry hall, replacement of the front door should help protect the floor from further deterioration due to weather exposure. If not, a more durable flooring choice may appropriate around the threshold, since the original flooring is no longer intact.

In the main room, the minimal water damage should be examined to determine its full extent, otherwise, it is not enough to make the flooring structurally unsound.

Stairwell

The stairwell is located in the entry hall. The walls and ceiling of the stairwell have been covered in modern gypsum board, however the joints have not been taped or mudded and are starting to pull from the frame. In current condition, the stairs appear sturdy but have no railing.

Recommendations

The gypsum board should be removed to determine the cause of it pulling from the wall. If no distinguishable cause can be determined, the boards may just need to be taped, mudded, and primed for painting.

The treads of the steps need further examination to determine wear. A railing should be added that meets the building code height of 36 inches above the tread.

⁷ W. Brown Morton, Anne E. Grimmer, and Kay D. Weeks, *The Secretary of the Interior's standards for rehabilitation & illustrated guidelines for rehabilitating historic buildings*, Washington, D.C.: U.S. Department of the Interior, National Park Service, Cultural Resources, Preservation Assistance Division, 1992.

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Figure 37 – Stairway Ceiling

4. Bathroom

The bathroom is situated off the main room and was originally a coat closet, and then was used as a small kitchen.

Walls

The original walls were removed and replaced with fiber boards during a previous renovation. The fiber boards have since been replaced with modern gypsum board on the east and south walls. Behind the plumbing fixtures on the north wall are moisture resistant gypsum boards. Moisture resistant boards are also located on the bottom section of the west wall.

On the interior, the walls appear structurally sound and have no apparent water damage. The gypsum board has been tapped and mudded, but not been treated with a primer.

Recommendations

Much of the interior integrity has been compromised, since none of the current wall material is original. Therefore, further alterations are not strictly discouraged. However, effort should be taken to match the original wall design when applying paint.

As with the wall in the entry hall and main room, the walls should be cleaned of debris and primed before applying paint to ensure a more even application. Preservation Brief 28: Painting Historic Interiors should be consulted when choosing a paint color. Following the brief, it will be best to match the new paint color to the historic wall color, if possible. If the original paint color cannot be determined, a color that is historically appropriate for both the time period and function of the building is recommended.⁸

Additionally, since a water-resistant material such as tile is suggested for spaces with water such as bathrooms, tile that is historically appropriate for both the time period and the function of the building is recommended.

Floors

There are no original floors in the bathroom, there is only a subfloor.

Recommendations

As with the walls, a water-resistant material is suggested for the floors of bathrooms. Tile that historically appropriate for both the time period and the function of the building is recommended.

Plumbing

The bathroom is currently fitted with a toilet stack, and hot and cold taps and a drain pipe for a sink.

Recommendations

The exposed plumbing does not appear to be connected to a running water supply and is therefore not likely to cause water damage. If the plumbing is to be used, an expert should inspect them to ensure they are in working order and that none have burst or are leaking.

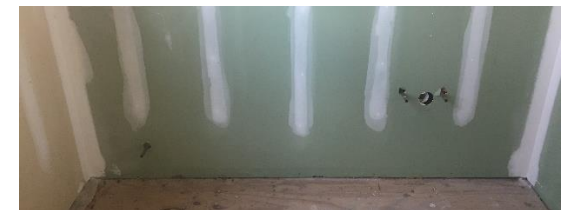


Figure 38 – Bathroom Plumbing

⁸ Sara B. Chase, "Preservation Briefs 28: Painting Historic Interiors," (Technical Preservation Services, NPS, 1992), <https://www.nps.gov/tps/how-to-preserve/briefs/28-painting-interiors.htm>.

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5. General Interior

There are three elements present in each of the three rooms. They are ceiling, electrical outlets, and baseboards and trim.

Ceiling

As of late 1970s, the original pressed tin ceiling was still present throughout the building. Currently, however, the ceiling is a drop ceiling covered with modern gypsum board with four open electrical boxes.

Recommendations

In order to determine whether or not the original tin ceiling still remains, it is necessary to remove a portion of the current drop ceiling to examine what is above.

If the original ceilings are still intact, they should be cleaned and restored with the gentlest methods as per the Secretary of the Interior's Standards for Rehabilitation.

If any of the original ceiling has been damaged throughout renovation, or if the original ceiling is missing and a replica is desired, the replacement should match in design, color, texture, and material as per the Secretary of the Interior's standards for Rehabilitation.

Electric Boxes

There are approximately 16 open electrical boxes throughout the first floor of the building. These include electrical outlets, light switches, wall lights, and ceiling lights.

Recommendations

A licensed electrician should be consulted to inspect the existing electrical boxes. Before work can begin, it is necessary to ensure that the electrical has been installed correctly and to code. After inspection, all boxes should be fitted with plates or light fixtures.

Baseboards and Trim

Currently, there are no baseboards or trim throughout the building.

Recommendations

Unfortunately, historical research did not identify the existence or type of the original baseboards and trim. However, historically, such decorative elements would likely have been present, especially in connection with the wainscoting. Because the original design is not known, one that is historically appropriate for both the time period and function of the building is recommended.

Additionally, following the Secretary of the Interior's Standards for Rehabilitation, any new materials should be documented and distinguished from historical elements.⁹



Figure 39 – Main Room, West Wall

⁹ Sara B. Chase, "Preservation Briefs 28: Painting Historic Interiors," (Technical Preservation Services, NPS, 1992), <https://www.nps.gov/tps/how-to-preserve/briefs/28-painting-interiors.htm>.

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6. Basement

The basement is one level below ground. However, the first-floor joists are a few feet above grade. The stairs to the basement are positioned near the middle of the structure, between the entry hall and main room. The stairs lead down to a small landing. A shallow crawl space is under the remaining rectangular footprint of the building.

Stairs

The staircase down to the basement is made of sawn timber, which is painted yellow. There are two stringers underneath the walking treads. These members are attached with nails. The stair does not appear to be from the original construction.

Recommendations

The stairs should be investigated by an engineer. When on the stairs, they feel less than stable. If recommended, follow replacement or stabilization guidelines made by the engineer.

The stairs are not historically significant. However, the wood construction retains the character of the building as recommended in Standard 2. If replacement is necessary, a dissimilar assembly should be avoided if possible.

Masonry Wall

At the base of the stairs, a masonry wall surrounds the landing. A portion of the wall is rounded and is composed of clay masonry. The other portion is composed of concrete masonry. They are connected with a thick grouted joint.

The clay masonry appears to be part of original construction; however, it may have served a different purpose. The wall appears to be stable, and a majority of the masonry units are in excellent condition.

The concrete masonry, which is painted cream, was installed after initial construction. There are a number of vertical cracks in the wall, but the units appear fairly intact.

Recommendations

The clay masonry portion of the wall is in good condition. The units should be examined with better lighting conditions; however, no major issues were initially discovered that require remediation.

The concrete masonry wall should be examined. Cracks in below-grade structures can cause complications with soil pressures and ground water flow. Sealing and stabilizing the cracks may be the best option.



Figure 40 – Clay Masonry Wall

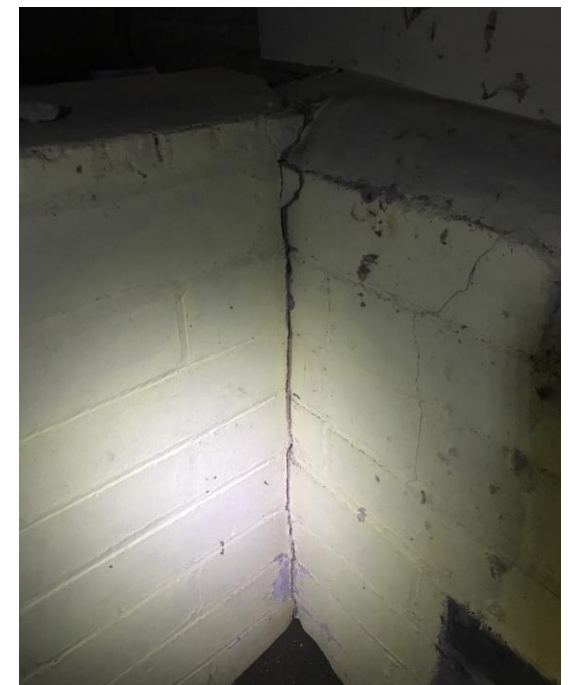


Figure 41 – Concrete Masonry Wall

RAMSEY TOWN HALL, Ramsey, Minnesota

Exterior Wall

There are clay masonry walls defining the exterior bounds of the basement. It is the same Chaska brick that covers the exterior façade of the building.

Directly under the upper floor, there appears to be a wooden lath covered with a type of cementitious material. It extends down for about one foot. The extent the cementitious material covers the lath varies throughout.

A window in the wall is visible across the crawl space on the West façade. It appears to be original and is covered from the outside. The original construction may have included a similar window mirrored on the North façade.

Recommendations

The brick and lath system, which appears to be original, is performing well. There does not appear to be holes or cracks to the exterior elements.

Standard 5 states property characterizing elements should be preserved, making the original window is of interest. Even if reinstallation is not desired, the window should be inspected and removed intact if possible. The hole after window removal can be filled with brick to match the historic.



Figure 42 – Exterior Basement Window



Figure 43 – Wall with Cementitious Material

Floor Joists

The structure of the upper floor is wooden floor joists supported on the side exterior faces of the building. A large beam that runs down the center of the structure also supports them. The joists appear to be largely original; however, there are some places where replacement sawn lumber has been installed

There is wooden cross bracing between each of the joists. They are attached with nails; however, the cross bracing appears to be disconnected.

Recommendations

The joists appear to be structurally stable; however, an engineer should conduct an analysis on their capacity in order to provide more insight. Reinforcements may need to be added.

The current lumber floor joist reinforcements and replacements are acceptable. If possible, any future replacements should resemble the historic joists as per Standard 6.

The necessity for the cross bracing should be determined by an engineer. If they are unnecessary, it may be appropriate to remove the bracing from the system as it does not add historic significance.

RAMSEY TOWN HALL, Ramsey, Minnesota

A few of the floor joists appear to not rest on the intermediate beam. Their natural lower elevation is about one centimeter above the beam. The joists may need to be realigned to provide the intended load path.



Figure 44 – Replacement Floor Joist



Figure 45 – Joist Cross Bracing

Beams and Supports

The transfer beam supporting the floor joists in the middle of the structure is not original as it is engineered lumber. It is unclear if the initial construction had any beam.

The beam has multiple supports along its length to the soil and masonry below. The supports range in stability from a large post to multiple staked 2x4s. The supports are not securely attached to the transfer beam or soil below.

Recommendations

The beam appears to be in good condition. While it is not original, it appears to serve an important structural related function. An engineer should verify the capacity of the transfer beam is sufficient for its demand.

The structural supports of the beam are extremely unsafe. They are not code compliant, and they offer very little stability. Large posts should be used for all of the supports. Additionally, the beam should be securely connected to the support, and the support should be securely connected to the soil or masonry base.

Shoring will be needed to provide temporary support during reinforcement or installation. An engineer should be consulted to create a safe plan.



Figure 46 – Intermediate Beam



Figure 47 – Beam Support

RAMSEY TOWN HALL, Ramsey, Minnesota

Utilities

There are a variety of utility lines and conduits scattered across the small landing in the basement. It is not clear if they are dormant or active. Some PVC pipes and conduits are draping from the ceiling.

There is also a hole in the exterior wall of the structure that appears to be for plumbing. However, nothing is attached on the inside or outside of the building.

Recommendations

All of the wires and conduits must be organized and secured. It poses a safety risk to have them in their current configuration.

The hole is not original to the structure. It should either be used to provide modern amenities or taken out. The discontinuity can be easily patched with cementitious material.



Figure 48 – Utilities Hole in Exterior Wall



Figure 49 – Utilities Hole in Exterior Wall

Crawl Space

More than seventy percent of the basement is composed of crawl space. There is about three to four feet of space between the bottom of the floor joists and the soil. It is filled with what appears to be construction and renovation debris.

Recommendations

This entire area must be cleared out. The debris, in conjunction with improper utility grounding, poses a fire risk.

Additionally, the building's stability cannot be determined until all structural elements are examined individually. The debris makes this analysis impossible. Once it is cleared, an engineer should evaluate the floor joists and exterior walls in the crawl space.



Figure 50 – Crawl Space with Debris



Figure 51 – Crawl Space with Debris

RAMSEY TOWN HALL, Ramsey, Minnesota

7. High Priority List

Exterior

1. Reinforce the ties that hold the brick veneer to the wood frame structure underneath. A professional should be brought in to confirm.
2. Remove the organic matter and plywood door. Replace with red French door and transom window.
3. Repour steps to code and make the entrance ADA accessible.
4. Re-shingle the roof.
5. Paint all wood surfaces (i.e. window frames/trim, soffit, fascia)
6. Replace broken glass with clear glass.

First Floor

1. Replace the door to stop further destruction to the subfloor at the threshold
2. Add baseboards and trim
3. Finish walls: patch holes, prime, paint
4. Add railing to the basement steps

Basement

1. Clean crawl space and landing area
2. Hire an engineer to investigate all areas discussed above. Follow their structural suggestions
3. Replace and stabilize beam supports
4. Add stair railing for code compliance.
5. Professionals should be consulted to fix the plumbing, gas, electrical, etc.

8. Moving the Building

We recommend that the building is not moved to another location. Moving the building will remove both the historic context and the current context. If the building was moved, then the bank located next to the Town Hall would lose its architectural context. The bank's roof, siding, and overall design are very similar to the Town Hall. Also, the building may not survive the move. The building's walls and structure would need to be repaired before it is moved, and the bricks would need to be handled very carefully so they aren't damaged.

The process of moving a building can be very expensive, so we recommend that the money budgeted towards such an endeavor be used to repair/restore other historic buildings in Ramsey, MN.

9. Authors

The authors of this report are Corinne Deger, Morgan Kuehn, Kate Stanger, and Vanessa Walton. Guidance was provided from the Historic Building Conservation course instructor, Todd Grover.

The report was prepared in conjunction with the Resilient Communities Project and City of Ramsey on December 15th, 2017.

Sustaining Our Legacy: The Future of Ramsey Town Hall



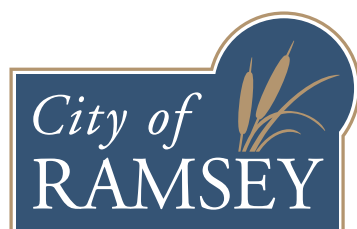
Prepared by

Mary Cutrufello, Katriona Molasky, and Amy Van Gessel

Students in PA 5211 Land Use Planning
Instructor: Dr. Fernando Burga
Hubert H. Humphrey School of Public Affairs

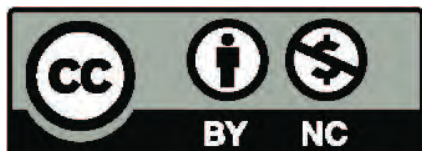
Prepared in Collaboration with

Kurt Ulrich
City Administrator
City of Ramsey



The project on which this report is based was completed in collaboration with the City of Ramsey as part of the 2017–2018 Resilient Communities Project (RCP) partnership. RCP is a program at the University of Minnesota’s Center for Urban and Regional Affairs (CURA) that connects University faculty and students with Minnesota communities to address strategic projects that advance local resilience and sustainability.

The contents of this report represent the views of the authors, and do not necessarily reflect those of RCP, CURA, the Regents of the University of Minnesota, or the City of Ramsey.



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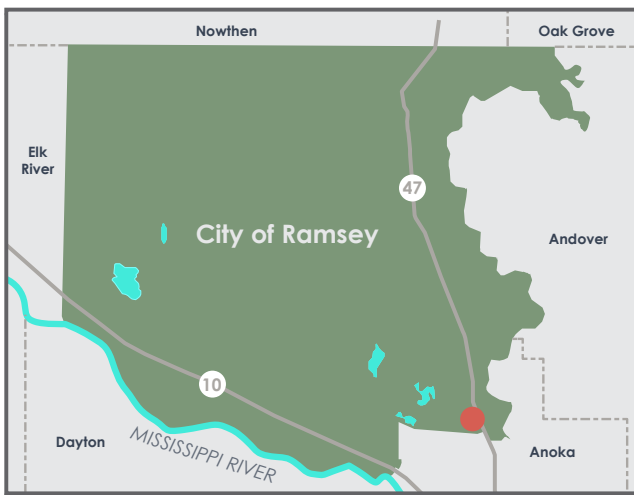
Sustaining Our Legacy



The Future of Ramsey Town Hall

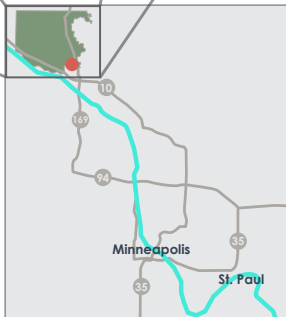


The **Old Ramsey Town Hall/District No. 28 Schoolhouse (OTH)** is the most historically significant structure of the few surviving 19th-century structures in Ramsey. The schoolhouse is located in the far southeastern corner of the city. It currently sits empty, surrounded by modern development and with no plan for its future use. **This project explores the historical and current context of both the building and the site, and presents two alternatives for the future: redevelopment *in situ*, or relocation to The COR (Center of Ramsey).**



● SITE OF OLD TOWN HALL

The Town Hall is located at 14150 St. Francis Boulevard NW in Ramsey, Minnesota. Ramsey is in the southwest corner of Anoka County, about half an hour from downtown Minneapolis.



The Old Town Hall, looking northwest, Ramsey, Minnesota (circa 2017)

In the following posters we will explore the **Old Town Hall's place in Ramsey**, evaluate its **context within the city**, and project **future plans for the building**. Our goal is to provide a vision for the Old Town Hall that **promotes a sense of place** in Ramsey while also developing a plan for it to once again **benefit the community**. We will carry out this project in three parts:

	Part I: EXPLORATION	Part II: EVALUATION	Part III: PROJECTION	
STATUS QUO	<p>1 POSTER NUMBER</p> <p>2 History of the Area We explore the historical significance of the OTH in the Anoka County area and specifically, in the development of the City of Ramsey.</p> <p>2 History of the Building We investigate the timeline of the building and its past uses.</p> <p>3 Historic Preservation Context We recognize prior preservation efforts of the community and their current engagement with and use of the area's existing historical resources.</p>	<p>3 Historical Significance We assess and determine the building's historical significance.</p> <p>4 Future Preservation Outreach We recommend city policies that can encourage good stewardship of Ramsey's historic resources.</p> <p>5 Context and Constraints We evaluate the site and surrounding land use over time. We evaluate issues & opportunities that exist with neighbors.</p> <p>6 & 7 Building Condition We evaluate the current condition of the OTH and recommend changes.</p>	<p>8 & 9 Retrofit: Redevelopment In Situ We provide possible uses consistent with the building's location, some of which may involve collaborations with surrounding businesses.</p> <p>10 & 11 Relocation: Move to New Site We propose sites for relocation. We recommend possible uses that may benefit The COR and acknowledge consequences of relocation.</p> <p>11 Conclusion We provide recommendations based on our evaluation of the building, the site, and potential future uses.</p>	ALTERNATIVE



The Old Town Hall building is **one of the few remaining links to Ramsey's rural past**. The following posters present an **overview** of its significance, an **investigation** into its current state, and **proposals** for its future use. Our story begins near the banks of the Rum River in 1892.

Sustaining Our Legacy



The Future of Ramsey Town Hall

THE HISTORY OF RAMSEY



Ramsey traces its roots to the middle of the nineteenth century. As a **trading post**, the city enjoyed river- and rail-driven importance for a few decades, after which it settled into a quiet century as a **farming community**. Since suburban development began in the 1970s, the town has emerged as an **outer-ring commuter suburb**.

Ramsey Old Town Hall



Plot of undeveloped Oak Savanna, the dominant landscape for the area



1874 Map of Anoka County



1914 Map showing local schoolhouse and church locations



Typical one-room schoolhouse scene New York State, early 1900s



Building in 1977

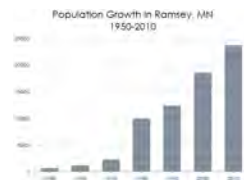


Building in 2017

- 1892** Schoolhouse building built on land owned by Ara E. Pitman.
- 1912** A furnace is installed for heating.
- 1914** The school applies for \$150 in state aid for its 26 students.
- 1937** The school is deeded to the township by Edith Patch, a member of the Pitman family.
- 1945** Last year of classes at the school.
- 1947**
- 1979** The building is listed on the National Register of Historic Places.
- 1996** The Minnesota Historical Society (MHS) awards Ramsey a grant for restoration of the building.
- 2004** The MHS grant is closed out.
- 2012** The city explores relocation options for the building in the context of the COR development and the Northstar Commuter Rail project.

City of Ramsey

- pre-1840** The confluence of the Mississippi and Rum Rivers is a well-established neutral zone for the Sioux and Chippewa.
- 1846** Peter and Francis Patoille establish a trading post at this location.
- 1851** First permanent European settlement.
- 1852** The town of Itasca is laid out on sections 19 and 30 in Ramsey, near the trading post.
- 1857** Watertown Township established. Renamed Ramsey after Territorial Governor Alexander Ramsey a year later.
- 1864** The St. Paul & Pacific (StP&P) Railroad reaches Ramsey. In 1890, the StP&P becomes part of James J. Hill's Great Northern Railway.
- 1970** The Census shows 2,360 people live in Ramsey Township.
- 1974** The City of Ramsey is incorporated.
- 1980** The Census shows 10,093 people live in the City of Ramsey, a 327% increase from 1970.
- 2012** Northstar Commuter Rail opens a station in Ramsey, connecting the city to downtown Minneapolis.



Typical Chippewa lodge and Sioux tipis, White Earth Reservation



1851 Township Map



The William Crooks, Minnesota's first locomotive, on the StP&P mainline in 1864



Commercial development along US 10, the main thoroughfare in Ramsey



Northstar Commuter Rail in Ramsey



More than a century and a half has passed since Europeans first settled in what is now Ramsey, MN. The Old Town Hall is a **unique asset that brings that long history into the present**. The following posters will closely examine how Ramsey has tried to preserve the Old Town Hall for the future.

Sustaining Our Legacy

The Future of Ramsey Town Hall



PREVIOUS PRESERVATION IN RAMSEY



In 1977, the newly incorporated City of Ramsey moved its municipal offices to a new building on Nowthen Boulevard. At that time, there was some interest in **restoring the Old Town Hall to its schoolhouse glory**. Based on our archival research, however, it appears that this preservation effort has produced very little success.

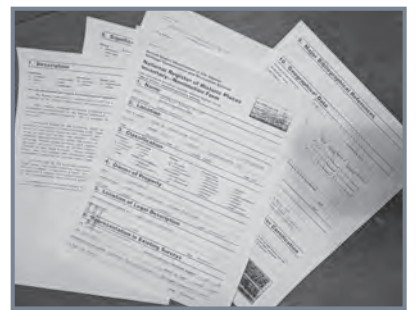
TIMELINE OF PRESERVATION WORK: What went wrong?



INACTION

The Old Town Hall was placed on the National Register of Historic Places in 1980. Fifteen years later, **the city secured a grant** from the Minnesota Historical Society (MHS) for restoration, which it matched with local funds. Work got underway in 1996, but was halted soon after. The matching funds were reallocated and some of the grant money was returned to MHS.

- *The City was not interested in spending grant money.*



Application for National Register, 1979

INERTIA

During the 1980s and 1990s, **historically minded residents regularly had their say** in City Council meetings and letters to city hall. Despite this, there does not seem to have been much political interest in doing anything significant with the old building.

- *The City was not interested in working with its citizens.*

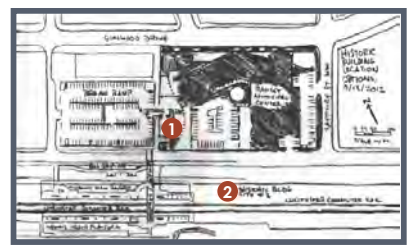


Work sign for most recent restoration, 1996

INDIFFERENCE

The arrival of the Northstar Commuter Rail and the COR initiative in 2012 saw plans to **move the building to this exciting transit-oriented development**. This was more problematic than it appeared, as posters 10 and 11 will show.

- *The City was not interested in including the building in its flagship development.*



Proposed siting in the COR, 2012

All of which leads us to the obvious, unasked question: **WHY NOT JUST KNOCK IT DOWN?**

Over the years, as tepid preservation efforts have come and gone, the obvious question keeps coming back: **Why not demolish the building and be done with it?** Well...

- The building is an irreplaceable **historical asset** in a community that has precious few of them.
- This is perhaps the most **iconic symbol** of Ramsey's **rural heritage**, a heritage of which the city is very proud and protective.
- Although no preservation project is cheap, **demolition costs money**, too, and in the process destroys an asset that could be turned into a **revenue generator** as well as a **source of local pride**.



Enthusiasm for restoring the Old Town Hall has been **intermittent at best over the past forty years**. How could things have gone differently? In the next poster, we look at one way to ensure that historic buildings are respected and preserved.

Sustaining Our Legacy

The Future of Ramsey Town Hall

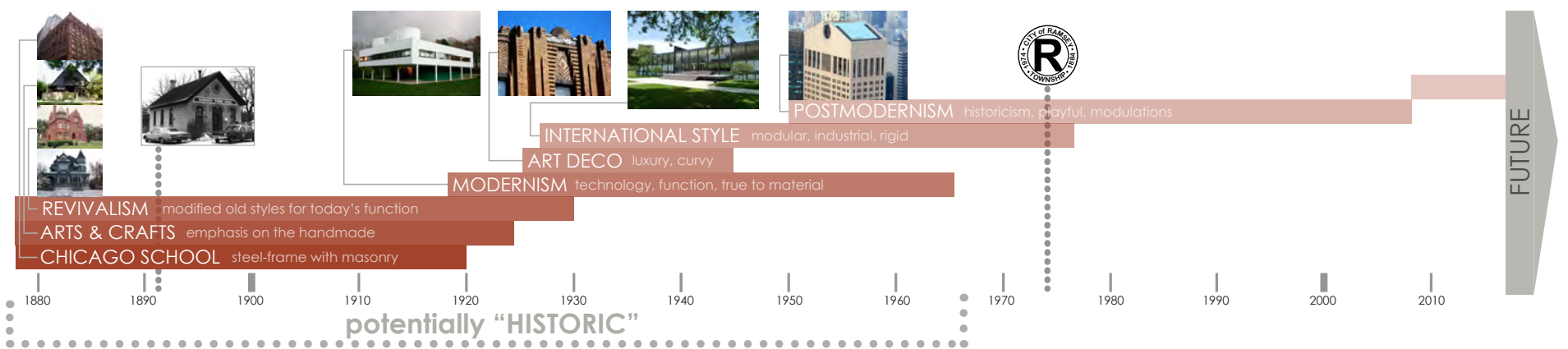


FUTURE CITY PRESERVATION POLICIES: Local Outreach



Development in Ramsey has primarily taken place since the 1960s. Therefore, many buildings, structures, and landscapes in the city will soon reach **potential "historic" status** as defined by the National Park Service (NPS). We present **steps and recommendations** for the City to make **informed and responsible decisions** about their historic resources. We begin by identifying the ever-changing definition of "historic."

WHAT IS HISTORIC?



Many people associate "historic" buildings and places with long-ago times, perhaps the nineteenth century or earlier. In reality, though, **the threshold is only fifty years**. Although the Ramsey Schoolhouse is clearly an historic building, within ten years, structures from Ramsey's first wave of development will be historic as well. As Ramsey ages, more and more of the structures from the city's early suburban development will potentially become historic, and it will become important to think about **preserving structures from the more recent past**. Using Ramsey's oldest buildings as a guide, we propose the following first steps.

THE NATIONAL REGISTER



What is the NRHP?
The National Register is a database of over **80,000 properties of national, regional, and local historical significance**. Nomination is usually done through a state's

Historic Preservation Office. The Ramsey Town Hall's application was submitted by the Minnesota Historical Society.

What does this designation mean?

Listing on the Register makes buildings eligible for **federal rehabilitation grants and tax credits**, as well as easements and fire and health safety code alternatives. In addition, the State of Minnesota offers a 20% tax credit that parallels the federal one.

Criteria for Evaluation

The quality of significance in American history, architecture, archeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and four more elaborate criteria found in the NRHP guidelines.
<https://www.nps.gov/nr/>

HISTORIC PRESERVATION 101:

Establishing a City Historic Preservation Commission (HPC)

STEP 1 Survey of Existing Resources

Identify buildings, landscapes, districts, etc. that may **qualify for NRHP** according to the NPS. Those that are deemed worthy can apply for placement on the NRHP.

Local historic designation may be useful for those that do not qualify for significance nationally.

STEP 2 Establish Guidelines

Prepare **design guidelines** for nationally and locally designated historic structures. These will help the city of Ramsey **monitor and provide a standard for any building improvements or alterations, including demolition**.

STEP 3 Engage with Community

Creating resources that connect residents to the area's **history** is vital in creating a **sense of place**. The City HPC could advocate for participation in a **Historical Society**, which may be better equipped to host **community events**.

Examples of Local HPCs

	Anoka Heritage Preservation Commission	Mankato Historic Preservation Commission
Number of people on HPC	7 people on commission	7 people on commission, including a Blue Earth County Historical Society officer, and a staff liaison from the Mankato Planning Department (not an official member)
Number of meetings	Once a month	Once a month
Guidelines/design manual	Set of design guidelines for their historic district that serves as reference materials. The guidelines also establish general standards for preservation and rehabilitation projects.	Neighborhood design guidelines created the Urban Planning department at a local college. Design manuals are created for different designated historic districts in the city.
How much control do they have?	Any change to City register items comes to the committee for recommendation. The committee makes its recommendation to the City Council, which has the final say.	Proposals for changes to City-designated structures or structures within the historic districts come to the commission for review, even if the building is not historic. The committee makes its recommendation to the City Council, which has the final say.



A citywide framework for preservation is an investment in preventing deterioration of the community's architecture. This approach also preserves Ramsey's aesthetic and cultural heritage, while enhancing the community's vitality and encouraging economic growth for the future. As a case in point, the lack of such a framework has contributed to the **deterioration of the schoolhouse and the degradation of its site**. How bad is it? Let's take a look.

Sustaining Our Legacy

The Future of Ramsey Town Hall

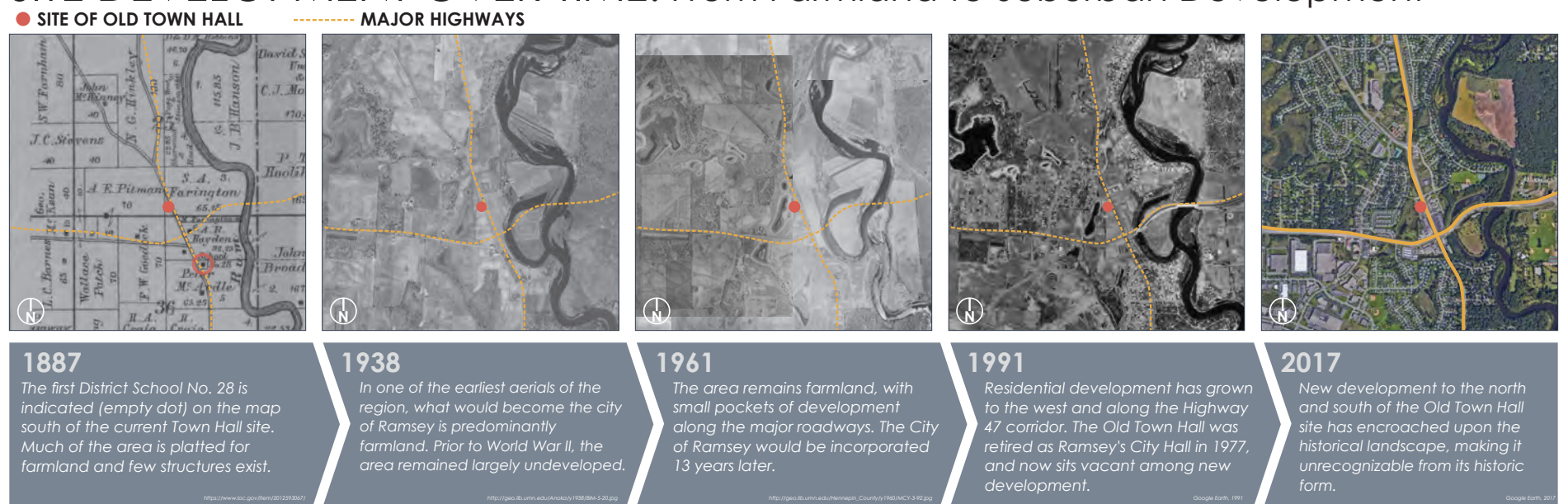


SITE HISTORY & EXISTING ISSUES



The Old Town Hall building has served Ramsey in multiple ways during its lifetime. As the city has grown, commercial development has sprouted up around the building, **severely limiting redevelopment options**. As one of the last remnants of a predominantly rural beginning, the City looks to **take advantage of its oldest asset**.

SITE DEVELOPMENT OVER TIME: From Farmland to Suburban Development



ISSUES & CONCERNS

Site Specifics

Building Height Context—Surrounding buildings are one story with gable and hip roofs.

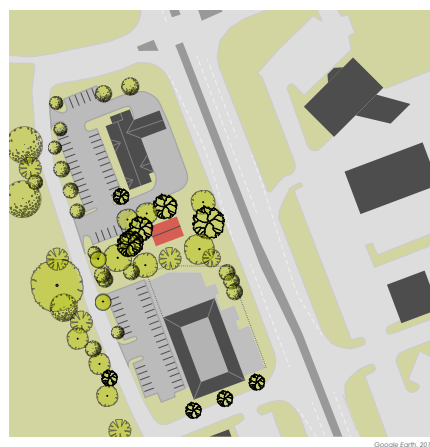
Zoning—The site and neighboring buildings are zoned B-1 Business District, with Planned Unit Development across the highway.

Future Land Use—The area is planned for commercial use.



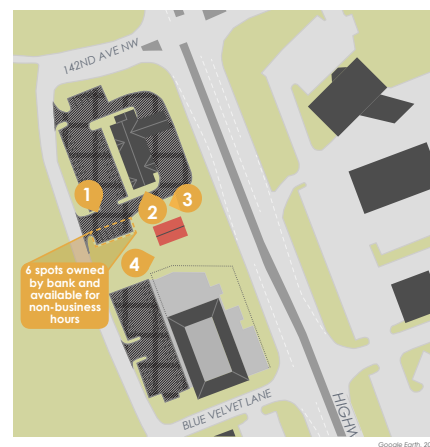
Tree Canopy

In the immediate vicinity of the Old Town Hall are multiple **mature hardwood trees**. The 1970s NRHP nomination notes what are now 100-year-old trees on the site. Not only do they provide valuable shading for the Old Town Hall and surrounding buildings, but the trees also contribute greatly to the historic setting.



Parking

The lot the building is located on is surrounded on all sides, with businesses to the north and south, a high-traffic roadway to the east, and an expansive wetland to the west. **There is no room for expansion.** The building sits on an incline from the surrounding properties and there is no parking associated with the building.



While the Old Town Hall site has few remnants of its rural past, reusing the building will still be a challenge for any business needing moderate amounts of parking. The **structural and architectural integrity of the building** should be addressed first.

Sustaining Our Legacy

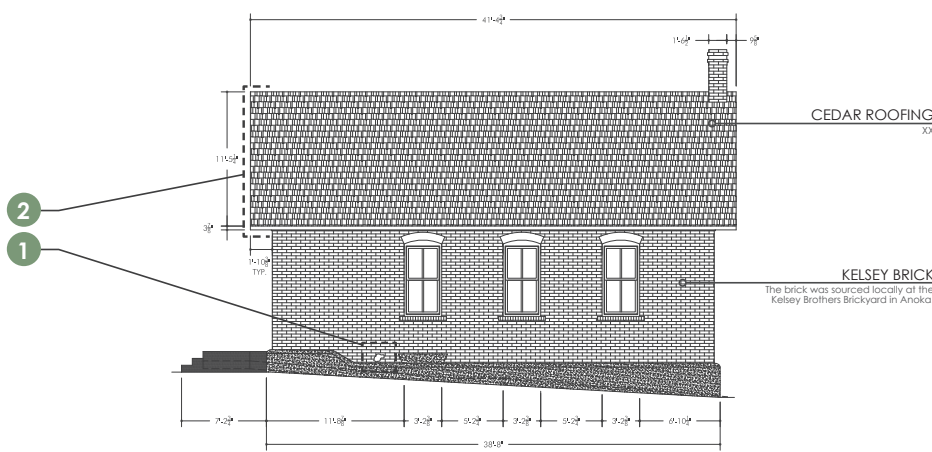
The Future of Ramsey Town Hall



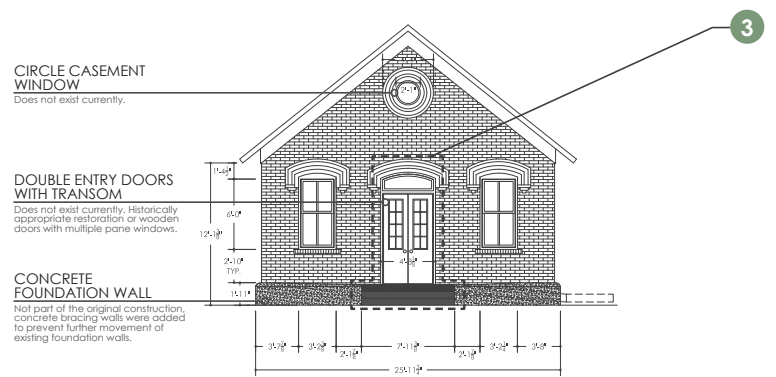
BUILDING DRAWINGS



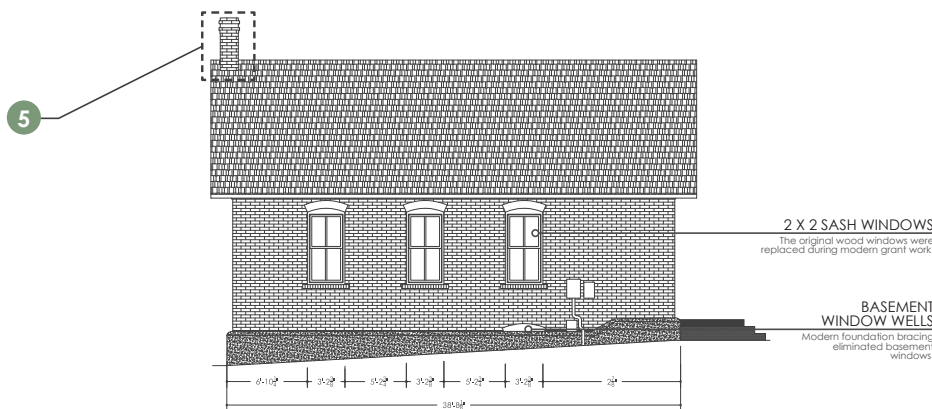
Architectural drawings—such as the ones shown below, which are based on previous renderings—are not only necessary in the construction process, but are also invaluable for **historical documentation of early construction methods** in Minnesota. The Old Ramsey Town Hall is a unique resource in Ramsey, as well as in the larger architectural landscape of Minnesota.



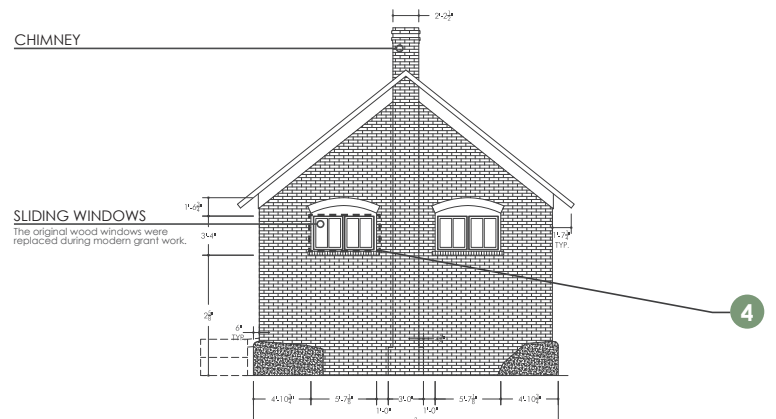
A NORTH ELEVATION



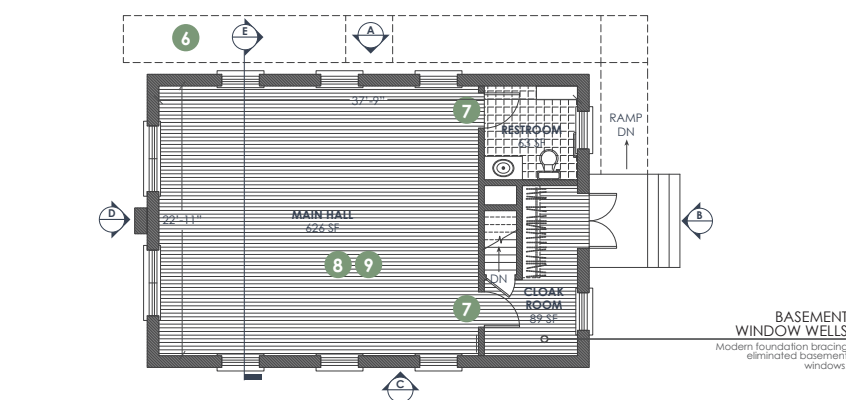
B EAST ELEVATION



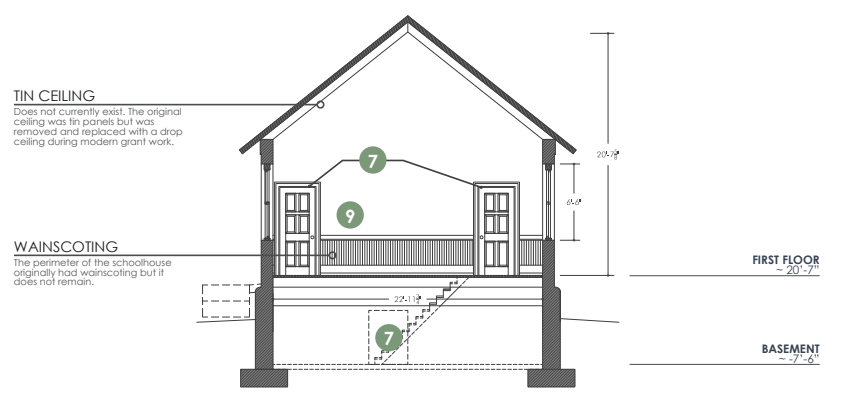
C SOUTH ELEVATION



D WEST ELEVATION



FLOOR PLAN



SECTION

NOTE: NOT FOR CONSTRUCTION, VERIFY ALL DIMENSIONS.



The Old Ramsey Town Hall retains much of its historic character. The brick and timbers used to construct it would have been obtained from the surrounding area, making the building a representation of late 19th century local industry. In the next poster, we propose improvements and restoration work that can strengthen not only the integrity of the structure, but also its future potential.

Sustaining Our Legacy

The Future of Ramsey Town Hall



BUILDING ASSESSMENT & RECOMMENDATIONS



A variety of both **structural and cosmetic work** must be completed to render the Old Ramsey Town Hall building **stable and suitable for occupation**. Here we outline the necessary steps for improving the century-old structure to meet modern **building code requirements** and **Americans with Disabilities Act (ADA) standards**. All work must align with the guidelines set by the **Secretary of the Interior's Standards for Rehabilitation**.

PHASE I: Climatization

First and foremost, the Old Town Hall needs to be stabilized to **prevent further damage** to the structure. The repairs outlined here are in need of **immediate attention** to prevent further water infiltration, insect or rodent infestation, and deterioration of historic material.

1 Seal Envelope

Repair brick around basement ventilation stack and **replace brick in-kind**. Install proper ventilation stack in preparation for installation of heating and cooling equipment.

ESTIMATED COST: \$600
<https://www.homeadvisor.com/cost/walls-and-ceiling/repair-brick-work/>



2 Replace Roof & Repair Eaves

Replacing the roof will **prevent any future water infiltration**. The roof should be replaced with wood shingles or shakes. More research could determine the historical profile typical of the time of construction. More insulation could be added to **improve energy efficiency** at the same time.

ESTIMATED COST: \$20,000
<https://www.homeadvisor.com/cost/roofing/replace-roof.html>



3 Replace Entry Door & Stairs

The existing entry door is water-damaged, and the door surround does not properly join the brick veneer, leaving room for vermin infestation and water infiltration. The door should be replaced with **double swinging doors with a glass transom above**, which is the appropriate historical replacement.

ESTIMATED COST: \$3,700 (doors & transom), \$2,400 (stairs)
<https://www.homeadvisor.com/cost/doors-to-replace-door.html>
<https://www.thumbtack.com/building-and-construction/repair-for-historic-outdoor-2132014>



TOTAL COST: \$26,700

All work on the OTH will follow **The Secretary of the Interior's Standards for Rehabilitation**, which pertain to all historic properties listed on or eligible for listing on the NRHP. The Standards are to be "applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility."

PHASE II: Pre-Occupancy Upgrade

We recommend that the interior remain as **one large space**, adhering to the historical spatial experience of the building. If partitions within the space must be installed, any alterations or additions should be **reversible** and installed in-kind.

4 Repair & Restore Windows

The windows were replaced during an earlier grant project but could benefit from **new paint and caulk** where brick meets wood. A rear window needs to be replaced.

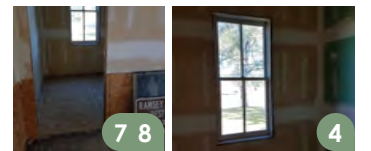
ESTIMATED COST: \$450 (recaulking), \$900 (window)
<https://www.homeadvisor.com/cost/door-and-window-repair/repair-window.html>



5 Repoint Chimney

The mortar on the chimney is deteriorated and needs to be **repointed**. This will prevent any brick movement and possible spalling.

ESTIMATED COST: \$1,000
<https://www.dymat.com/repair/point-brick-chimney/>



6 Install ADA Ramp, Sidewalk

Increasing access to the building for future tenants is a top priority. The ramp addition will be removable.

ESTIMATED COST: \$4,400 (ramp), \$450 (45' sidewalk)
<https://www.homeadvisor.com/cost/interior-accessibility/build-a-disability-ramp/>



7 Install doors, plumbing, HVAC

Previous grants were used to purchase **doors and a furnace**. Neither was installed completely. New **plumbing fixtures** need to be purchased and installed.

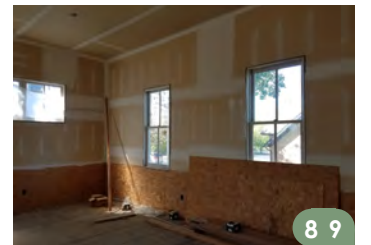
ESTIMATED COST: \$300 (doors), \$600 (plumbing), \$1,700 (HVAC)
<https://www.homeadvisor.com/cost/interior/replace-door.html>



8 Restore Wood Floor, Install Tile

The original hardwood floor needs an **extensive restoration**. Historically compatible tile should be installed in the restroom.

ESTIMATED COST: \$3,300 (hardwood), \$1,200 (tile)
<https://www.homeadvisor.com/cost/roofing/replace-wood-flooring.html>
<https://www.homeadvisor.com/cost/interior/replace-floor.html>



9 Finish Interior

New **wainscoting** (historically appropriate) needs to be installed and the new **sheetrock** needs to be painted.

ESTIMATED COST: \$3,940
<https://www.homeadvisor.com/cost/interior/finish-room.html>

TOTAL COST: \$18,240

TOTAL PROJECT COST: \$44,940



The renovation and restoration tasks are formidable, but **not insurmountable**. The result of these rehabilitation efforts would be a **valuable community asset**, one that reinforces a **connection** to Ramsey's rural roots as embodied in one of the earliest brick buildings in the area. Does Ramsey have the will to do right by the Old Town Hall?

Sustaining Our Legacy

The Future of Ramsey Town Hall



RETROFIT

RETROFIT: OTH REMAINS AT CURRENT LOCATION



Keeping the Old Ramsey Town Hall in its current location has benefits and drawbacks. By remaining where it is, the OTH can **remain on the National Register**, connect Ramsey to its **rural past**, and potentially contribute to a **thriving business community**. However, the location is developed on all sides, leaving no room for expansion or parking.



“Old ideas can sometimes use new buildings. New ideas must use old buildings.”
—Jane Jacobs,
author of *The Death and Life of Great American Cities*



“I drive by the Old Town Hall every day, and I think that building is so awesome and I want to see life.”
—Shannon Potter



“The historical significance of the property is something that we would like to display. History is always something that should be remembered.”
—Tara Gattner

PRECEDENTS

Weaver Schoolhouse
Weaver, MN – Residential



Formerly a one-room schoolhouse serving Weaver and the surrounding area, the building was renovated in 2008 and turned into a private residence.

The adaptive reuse of the building won a Stewardship Award at the Minnesota Preservation Awards for its efforts.

Emy Frenz Arts Guild
Mankato, MN – Community



A historic local church was renovated and turned into the Emy Frenz Arts Guild. The building serves as the home of a local arts nonprofit,

Twin Rivers Council for the Arts, and provides gallery and rental space for community events.

Anoka State Hospital
Anoka, MN – Public Housing



Formerly a state mental health campus, the old buildings have been abandoned for years. A plan to begin renovation of the property for adaptive reuse as

housing for homeless veterans began this fall and will continue over a ten-year period.

BENEFITS



Stays on the National Register of Historic Places (NRHP)

By remaining where it is, the building stays on the National Register. This means that the building is eligible for **state and federal grant funding** and **tax benefits** that it would lose access to if moved.

The following resources are available for buildings on the NRHP. Most stipulated work has to follow the Secretary of the Interior's Standards.

- MN Historic Structure Rehabilitation Tax Credit
- Preservation Alliance of MN Heritage Partnership Program
- MN Historical and Cultural Heritage Grants
- Certified Local Government Grants through the Historic Preservation Fund



Location

St. Francis Boulevard is a busy arterial road. The building will have **prime access to clients** when the building is re-purposed. The area is zoned for small business developments, keeping the surrounding businesses on a similar scale.



Connection to Ramsey's rural roots

The current location is near Ramsey's border with Anoka; the school served families from both communities. Keeping the building here helps explain how early-twentieth-century **rural communities depended on each other**.



Save money

With **no relocation costs** to consider, the city will only need to cover the costs of renovation and maintenance.



Foster a thriving local business community

Old spaces are key to fostering new creative endeavors in communities. **Nonprofits, startup businesses, and arts communities** all create spaces where creative ideas can grow and flourish. Ramsey has the ability to capitalize on that.

DRAWBACKS



Lack of parking

The site has **no space for added parking**. It is surrounded by businesses on either side and a busy highway to which it has only indirect access. A private driveway and a large wetland further constrain parking options. The lack of parking makes finding a business that would be able to thrive more difficult.



Funding constraints

Being on the National Register means there are **constraints on what may be done to the building**. For example, changing the outward appearance of the building would not be permitted. Signage added to the building for business purposes would have to be freestanding and not affect the façade of the building.



No room for expansion

The site constraints mean there is **no possibility of expansion or growth**. Any future occupant would be locked into using the building as is.

VS



Taking into account these considerations, there are still **many opportunities for the property to be put to good use**. With a few business proposals **already received by the City**, we will explore possibilities for the property in its current location.

Sustaining Our Legacy

The Future of Ramsey Town Hall



RETROFIT

RETROFIT: OTH REMAINS AT CURRENT LOCATION (continued)



Over the years, there has been interest in **putting the Old Town Hall to use**. Since it was left mid-remodel, it has been sitting there, **lifeless**. We will explore two **business proposals** for **adaptive reuse** of the Old Town Hall, as well as potential use of the space as a **business incubator**. By looking at the proposed **floor plans** for the building, we will evaluate the reuse options and their **effects on the space**.

School of the Arts



“It’s not really about me. I just want to see that space used again and I want to bring more artists to Ramsey.”

Shannon Potter’s proposal for reusing the Old Town Hall focuses on bringing a community use back to the building. The location is a main draw for potential **arts instruction programming** and Shannon’s experience as a property manager gives her an ability to manage the building while utilizing the space. Proposed program components include:

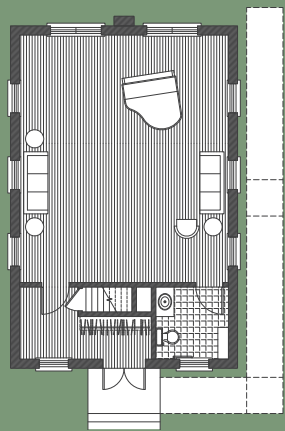
- **Teaching:**
 - Classes for youth
 - Classes for adults
 - Voice lessons
 - Other art classes as possible
- **Flexible teaching artist model**
- **Expanding classes offered as new teachers join**
- **Building reservations for community events**

Community Growth

A new business with a focus on bringing artists to the community will help Ramsey’s community and business grow.

Property Management

Having the historic property used by a business owner who is also a property manager adds extra understanding to the nature of running a historic property.



+ VS -

Unestablished

As a new business, it may be difficult for the School of the Arts to establish itself. The building could end up being empty again if the programming is unable to take off.

Unpredictable

The flexibility of the business plan leaves the space utilized during unpredictable hours and by an unpredictable amount of people creating possible complications related to negotiating parking easements.

Braven Music Anoka



“We love history and a good story; we think that it is great that the building started out as a school and could again be one!”

Tara Gattner’s proposal for the building is based on expanding the **established music school**. Having reached maximum capacity operating out of their home and limited rental space, the stand-alone Old Town Hall building seemed like the perfect location. Program components include:

- **Teaching:**
 - Music
 - Fine motor skill optimization
 - Personal discipline
 - People skills
 - Team building
- **Currently over 50 students**
- **Music lessons for youth**
- **Experience working with children with disabilities**
- **Giving back to the community**

Established Business

Braven has already established a client base and is not a new business just trying to get on its feet.

Community Involvement

Braven is an active participant in the community of Anoka, regularly attending community events in order to give back. Bringing that into Ramsey would be a boon to the community.

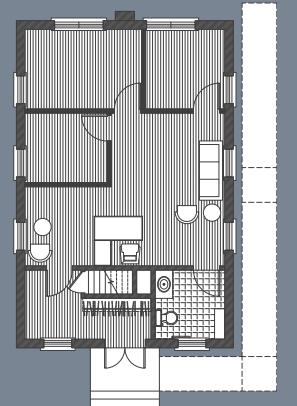
+ VS -

Dividing Space

The school needs the building to be divided up into at least 3 private practice rooms. This will involve a great deal of construction. If Braven outgrows this space, these divided rooms may make finding a new use for the property difficult.

Sound Proofing

The separate rooms in the music school will need to be soundproof and set for acoustics. This will also add an extra layer of complication to the construction process.



Business Incubator



“An incubator would catalyze entrepreneurship in the city of Ramsey and be the cornerstone for creating local goods and services.”

—Matthew Goodwin, Talent and Tenacity

The city’s economic development team and the Resilient Communities Project have been working to create places and services provided by the city of Ramsey aimed to help startup businesses get off the ground. The Old Town Hall building would diversify this by creating a smaller scale space that appeals to new businesses. Components include:

- **Business possibilities:**
 - Small scale start-ups
 - Nonprofits
 - Arts organizations
- **Flexible business model**
- **Discretion of Ramsey**
- **Building can be used for community events**

(To further explore the business incubator option, see the “Talent & Tenacity” posters)

Diversification

Brings a new scale option, encouraging development of different types of businesses not already served by the Ramsey Business Incubator.

Existing program

Ramsey already has an established business incubator program. This addition simply expands the program.



+ VS -

Control

Ramsey will retain control of the building, requiring management and oversight on the part of the City.

Turnover

There can be a high turnover rate in any business incubator, leaving the possibility of the space being left empty and underutilized.



There is local interest in putting the Old Town Hall building to use on its **current site** and bringing new life to the area through **adaptive reuse of the building**. However, the City of Ramsey has also considered **moving the building to the Center of Ramsey (The COR)**, the city’s new mixed-use downtown area. In the next set of posters we will explore the relocation of the Old Town Hall.

Sustaining Our Legacy

The Future of Ramsey Town Hall



RELOCATION

RELOCATION: OTH MOVES TO THE CENTER OF RAMSEY



Moving the Old Town Hall to the new Center of Ramsey (COR) also has benefits and drawbacks. The move would showcase Ramsey's **history**, create a **new context** for the building, and provide **flexibility** in placement. However, it would **lose its status on the Historic Register**, risk **reduced structural integrity**, and be **out of scale with its surroundings**.



“Its value lies not in the land it sits on but, rather, in the remembrance of the people of the land it served.”
—Mike Auspos



“[The house] would have been left to decay in its current plot, but it moved to a gorgeous piece of land where it truly served as the anchor for the site. The move brought new life to the house.”
—Terry Plyant on How Historic Homes Are Moved

PRECEDENTS

Hubbard House Carriage House

Mankato, MN – Museum



Built in 1880, the carriage house was originally located across the Glenwood Creek from the main house. In 1977, the building was moved to the garden area next to the house to

keep its historical context to the building. **The carriage house serves as a supporting structure for the Hubbard House, which is now used as a museum.** Programming is run by the Blue Earth County Historical Society.

Pierre Bottineau House

Maple Grove, MN – Interactive Learning



Built in 1854, the home has been moved at least four times. In 2009, it was moved to its current location in the Elm Creek Park Reserve to

replicate its natural historical setting. **The house is used as an interpretive space run by the Three Rivers Park District.** The park resources benefit the historic home by extending the learning landscape and highlighting the possibilities for adventure.

Longfellow House

Minneapolis, MN – Museum



Built in 1907, the house was originally connected to Minnehaha Park. In 1994, during the expansion of the roadway, the building was moved across the highway and reconnected with the park it had been separated from. **The house is currently used as an interpretive center run by the Minneapolis Park Board.**

BENEFITS



New Context

By moving the building into the COR district, Ramsey will be able to create a “then and now” relationship between the Old Town Hall and the new town hall. It will **bring Ramsey’s history into context with its present**.



History in the Forefront

As the COR develops, it will become the destination in the city for people to eat, shop, and play. By bringing the building into this exciting new development, Ramsey has the opportunity to put its **history on full display**.



Flexibility

The COR location offers **several potential sites** for the OTH to be relocated, allowing the City to **choose the ideal context** for the building in the new development.

VS

DRAWBACKS



Removal from the National Register

If the building is moved, it will lose its status on the National Register and Ramsey will **lose access to funding opportunities** that come with it.



Structural Integrity

The Old Town Hall structure is comprised of a **timber frame structure with a brick veneer**. The brick was only secured to the structure with nails in the mortar. These nails have now rusted and **no longer support the one-brick wythe veneer**. Therefore, moving the Old Town Hall is a risky endeavor.



Scale

The scale of the COR is much larger than that of the Old Town Hall building. The one-room schoolhouse building could **easily lose prominence**, either standing alone in a large expanse or being surrounded by large developments.



Cost

Moving the building will **add extra cost to the process of renovation** and to general maintenance. The building improvements needed in preparation for the move and the distance the building is being moved will both affect the cost. A reliable and reputable firm will be able to do the work in the range of \$50K.

www.wolfhousemovers.com



Historic buildings are generally moved to keep them in a setting that **maintains historical context**, either because the new location closely **resembles the original surroundings** or **reunites the buildings with some other historic element**. Considering this and the structural integrity issues involved with relocation, Ramsey has several other options to consider.

Sustaining Our Legacy

The Future of Ramsey Town Hall



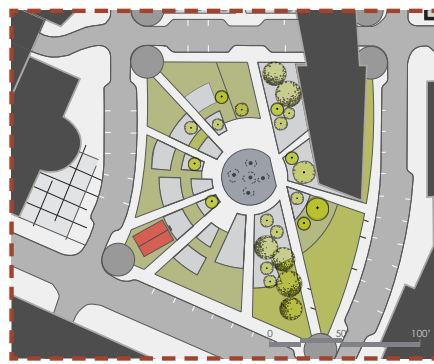
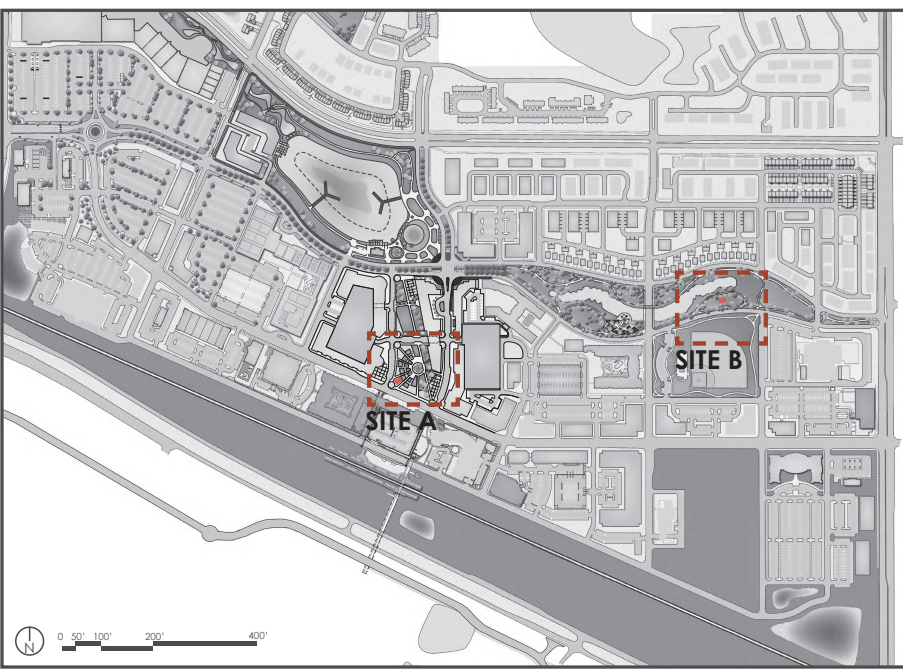
RELOCATION & CONCLUSION

RELOCATION: OTH MOVES TO CENTER OF RAMSEY (cont'd)



Moving the Old Town Hall to The COR would give the City options for several potential relocations sites. It can be placed in a **“then and now” context in proximity to the current City Hall** or be moved to a **pastoral context to closely mimic its historic surroundings**. There are various options for programming in both contexts: an **entrepreneurial space** like a cafe or retail establishment, or a **museum or interpretive learning center**.

PROPOSED SITE LOCATIONS



SITE A: “Then and Now”

The schoolhouse will be placed in a “then and now” context with the City Hall, driving home the notion of historical progress.

- + The COR is slated for increased large-scale development in the coming years.
- This scale mismatch will diminish the visibility of the schoolhouse.



SITE B: Pastoral

The schoolhouse will be sited on its own, which is important to give the building a proper historical context.

- + Existing in a setting more like its original one, the building will become more of a destination.
- This may make it harder for the public to engage with the building.

PROPOSED PROGRAMMATIC USES

Cafe

+ Adapts well to space restrictions. Provides a destination for social gathering. Serves the COR and surrounding businesses.

VS

— Produces high traffic in a historic building. Hard on interior of the building. Loses connection to original use of the space. Limits growth.



Retail

+ Adapts well to space restrictions. Brings new generation and use to old building. Provides economic draw in the COR.

VS

— High turn-over in new, unestablished retail. Loses connection to original use of building. Limited space limits store options and growth.



Interpretive Learning/Museum

+ Fits within the building's original context. Capitalizes on local history. Ties into Ramsey's rural roots. Historical Society involvement.

VS

— Ramsey's historic tourism market may be lacking. The extent of their historic tourism resources is limited.



CONCLUSION

The Old Town Hall building serves as a **window into Ramsey's history**. It keeps the city connected to its **rural roots** and creates a **sense of place** anchored in the building's historical context and connection to its surroundings. **Keeping the building in its current location** is important to keeping that **context** and **program history**, and **remaining on the National Register**. Beyond that, the structural integrity of the building is such that the possible damage to the building during a move is not worth the **risk**. In its current location the Old Town Hall building can serve as a starting point for Ramsey to create a **local Historic Preservation Commission or Historical Society**. Remaining in place and on the National Register, the Old Town Hall can serve as a **true showpiece** for Ramsey.



CC Work Session

Meeting Date: 03/11/2025

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

Information

Title:

Review Future Topics/Calendar

Purpose/Background:

The first attachment 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. The second attachment includes Councilmember initiatives for future work session topics. Those items are up for discussion and, with consensus, will be added to the future topics list.

Recommendation:

For Council review - no formal action necessary.

Outcome/Action:

For Council review.

Attachments

Future Topics List

Councilmember Topic Requests

Form Review

Inbox

Brian Hagen

Form Started By: Katie Schmidt

Final Approval Date: 03/06/2025

Reviewed By

Brian Hagen

Date

03/06/2025 01:50 PM

Started On: 03/06/2025 09:16 AM

	<u><i>Tentative City Council Future Work Session Topics</i></u>	
Proposed Date	Topic	Minutes (Estimate)
2025		
3/18	Board and Commission Interviews	60-90
April 8	Fire Department Staffing	20
April 8	Sign Code Discussion	40
April 22	Sale of Highway 10 RALF Properties	30
April/May	Pollpad Update	
TBD	Subdivision Code	
TBD	Agenda Layout Discussion	10
TBD	Hwy 10 Pedestrian Overpass	
TBD	City Facility Safety Improvements	
May 27	Discuss format for City Adm. Perf. Evaluation	10
June 10	City Administrator Performance Evaluation	30
June/July	Consider Accepting Community Art Plan Donation	
6/24	Audit	
7/08	Budget	
7/22	Budget	
8/12	Budget	
8/26	Budget	
9/09	Budget	

	<u><i>Councilmember Initiatives for Future Work Session Topics</i></u>
Proposed by CM	Topic
Buscher	Coffee with a Councilmember(s)
Buscher	Municipal Dispensary
Buscher	Private Dispensary Licenses Allowed
Buscher	Prevailing Wage Policy
Buscher	Quarterly Police & Fire Updates
Buscher	Old Town Hall Historic site
Buscher	Quarterly Updates on Outside Committees
Buscher	Public Safety Deep Dive
Buscher	Wage Theft Enforcement