City of Ramsey
Agenda
Regular City Council
Tuesday, January 27, 2026
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

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

1. Call to Order

2. Approve Agenda

3. Presentation

4. Citizen Input

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

5. Consent Agenda

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

1. Approve the Following Meeting Minutes:

1. City Council Work Session dated January 13, 2026
2. City Council Regular Session dated January 13, 2026

2. Approve Business License Applications

3. Approve Anoka County Threat Assessment Group Agreements

4. Approve Police Training Tracking Program

5. Authorization to Hire a Firefighter/Fire Technician

6. Adopt Resolution #26-035 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of January 8, 2026 through January 21, 2026.

7. Adopt Resolution #26-026 Approving Partial Payment to Douglas-Kerr Underground LLC. for Improvement Project #24-13 Fox Ridge Estates 1st & 2nd Street Reconstructions.

8. Adopt Resolution #26-027 Amending the Design Services Proposal from Bolton & Menk, Inc. for MSA Bunker Lake Boulevard Reconstruction, Improvement Project #26-01

9. Adopt Resolution #26-029 Approving Final Plans and Specifications and Authorizing Advertisements for Bids for Flintwood Hills 2nd & 3rd Street Reconstructions, Improvement Project #26-05

10. Adopt Resolution #26-030 Approving Final Plans and Specifications and Authorizing Advertisements for Bids for 2026 Crack Seal Improvements, Improvement Project #26-09

11. Adopt Resolution #26-031 Approving Final Plans and Specifications and Authorizing Advertisements for Bids for 2026 Pavement Rejuvenation Improvements, Improvement Project #26-10

12. Adopt Resolution #26-032 Accepting a Polling Place Accessibility Grant from the State of Minnesota

13. Adopt Resolution #26-033 Approve Agreement Between the City of Ramsey and Leo A Daly for Contractual Services

14. Adopt Resolution #26-036 Approving Amendment to Purchase Agreement for Sale of 6701 and 6745 Highway 10 to MW Properties LLC

15. Adopt Resolution #26-037 Approving Lease Amendment with Mille Lacs Motor Sports II for 6781 and 6745 Hwy10 NW

6. Public Hearing

7. Council Business

1. Introduce Ordinance #26-02, Repealing and Replacing Chapter 10 for Animal Regulations

2. Introduce Ordinance #26-01, Amending Section 30-5, Nuisances

8. Mayor/Council/Staff Input

9. Adjournment

CC Regular Session

Meeting Date: 01/27/2026

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

Title

Approve the Following Meeting Minutes:

1. City Council Work Session dated January 13, 2026
2. City Council Regular Session dated January 13, 2026

Purpose/Background:

Purpose: The purpose of this case is for Council review and approval of meeting minutes.

Background: Attached are the meeting minutes referenced above.

Recommendation:

Approve the meeting minutes.

OutcomeAction:

Motion to approve the following Council meeting minutes:

1. City Council Work Session dated January 13, 2026
2. City Council Regular Session dated January 13, 2026

Attachments

01-13-26 CCWS

01-13-26 Meeting

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	01/22/2026 12:52 PM
Form Started By: Katie Schmidt		Started On: 01/22/2026 12:49 PM
Final Approval Date: 01/22/2026		

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, January 13, 2026, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Mayor Ryan Heineman Councilmember Kirsten Buscher Councilmember Michael Olson (attended remotely) Councilmember Eric Peters Councilmember Chris Riley (attended remotely) Councilmember Dan Specht
Members Absent:	Councilmember Shanna Stewart
Also Present:	City Administrator Brian Hagen City Clerk Katie Schmidt City Engineer/Public Works Director Bruce Westby Administrative Services Director Colleen Lasher Economic Development Manager Sean Sullivan Community Development Director Stephanie Hanson City Attorney Amanda Johnson

1. CALL TO ORDER

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

2. TOPICS FOR DISCUSSION

2.01: Discuss Council Organization

City Clerk Schmidt explains the process of approving appointments, including designating the city's official newspaper and legal counsel.

Councilmembers discussed their rankings for various appointments.

The Council's consensus was to move forward with the remaining one-year appointments as proposed, including Councilmember Buscher for the Environmental Policy Board, with Councilmember Peters as alternate; Councilmember Peters for the Parks and Recreation Commission, with Councilmember Buscher as alternate; Councilmember Peters for the Planning Commission, with Councilmember Olson as alternate; Councilmembers Riley, Olson, and Specht for the Public Works Committee, with Councilmember Peters as alternate; and Mayor Heineman for the Twin Cities Gateway Board. There was also consensus to approve the contracts with TOSS,

the *Anoka County Union Herald*, and legal services. The two-year term appointments remained the same.

2.02: Consider Support for GAP Funding Assistance on an Anoka Ramsey Athletic Association Facility Project

City Administrator Hagen introduces the topic of support for gap funding assistance for the Anoka Ramsey Athletic Association (ARAA) facility project.

Economic Development Manager Sean Sullivan and Josh Shelling from ARAA present the project's history and current status. The project includes a 100,000-square-foot building for multi-use courts, with plans for a land swap with PSD.

Mr. Shelling outlined the project's financial needs and potential benefits, including increased space for sports programs and possible economic development around the facility.

The Council discussed the financial assistance options, including a $2 million loan and potential fee waivers, with a consensus on a $2 million loan and up to $200,000 in fee assistance.

Councilmember Riley stated that he was more comfortable with offering a loan rather than forgiving fees, noting that the fees cover legitimate city costs and have historically been considered reasonable. He indicated a preference for more favorable loan terms instead.

Mayor Heineman proposed a financing package consisting of a $2 million loan with a 120-month term and up to $200,000 in fee or service assistance, with the understanding that no fee assistance would be provided for a future Phase Two and that full fees would apply at that time. He noted agreement with concerns about fee forgiveness. Still, he emphasized the City's negotiating position and the potential community benefits of the project, including economic activity, local business support, and increased use of city resources.

Economic Development Manager Sullivan clarified that the fees presented apply to the entire 10-acre development and that no additional costs would be assessed for Phase Two. He explained that the proposal would defer the Phase One fees until completion of Phase Two, emphasizing that this was a clarification of timing rather than a change in total costs.

Mayor Heineman acknowledged that the fees apply to a single parcel and phase and that there would be no opportunity to recoup costs in a later phase. He noted that the proposal would need to be adjusted in light of this clarification and indicated that the outlined terms would serve as a starting point for further discussion.

Councilmember Specht expressed support for the proposed $2 million loan and stated a preference for meeting the applicant's request. He noted that additional assistance could be considered if available through existing funds without increasing taxes. He emphasized his long-standing support for the project and highlighted its potential return on investment, including attracting residents and businesses and strengthening the city's identity.

Councilmember Buscher expressed support for the project, agreeing with prior comments and describing it as a worthwhile investment in the community's future. She emphasized the benefits of investing in youth programs, noting positive impacts on public safety and overall community well-being. She highlighted that the project's value extends beyond direct financial returns by strengthening residents and community engagement, and expressed confidence in the organization's ability to deliver the proposed development, which she stated would enhance opportunities for families and youth in the city.

Mayor Heineman expressed strong support for the project, emphasizing the importance of locally driven youth programs and contrasting them with private, profit-focused models that can increase costs for families. He agreed with prior Council comments that the project would be a significant benefit to the community and highlighted the value of youth sports and recreation for local families. The Mayor indicated support for moving forward with a $2 million loan and additional assistance as requested, and invited further Council input regarding the proposed terms.

Councilmember Olson expressed general support for the project and favored moving forward. He indicated that while the details would need to be finalized, he supported pursuing the proposal, consistent with Councilmember Riley's recommendation, and viewed it as an appropriate starting point.

The Council reached consensus to support a $2 million loan for the project, along with assistance covering standard development fees in an amount consistent with the figures presented by staff.

2.03: Discuss the City Engineer Recruitment

Administrative Services Director Lasher reported ongoing challenges in recruiting a City Engineer, a position intended to be a separate department head role following the planned division of the Public Works Director and City Engineer responsibilities. She noted that multiple recruitment efforts have yielded only a limited number of qualified applicants despite extensive advertising through professional associations, government job boards, and other outlets. Given the need to move forward, Administrative Services Director Lasher presented three potential options for Council consideration: conducting another recruitment with possible adjustments to minimum qualifications or compensation; outsourcing engineering services to a professional firm; or engaging a specialized recruiting firm at an estimated cost of $39,000, with staged payments and a replacement guarantee if the selected candidate does not remain in the position.

City Administrator Hagen noted that recruiting department heads has become increasingly complex across municipalities. He indicated that current challenges likely reflect broader market conditions rather than deficiencies in the City's process. He reviewed considerations for each option presented, stating that while another recruitment and wage review could be pursued, salary adjustments may create internal ripple effects and would not provide a permanent solution. He expressed concern that outsourcing engineering services would not achieve the long-term goal of having a City Engineer on staff. He noted the value of having city employees directly engage with residents. Regarding the use of a recruiting firm, he acknowledged the potential benefits but cited the high cost and uncertainty of outcomes. He concluded by stating that staff have successfully

conducted in-house recruitments in the past and invited Council's input, noting that there was no clear preferred option at this time.

Councilmember Specht asked whether there was an option for Mr. Linton to return on a temporary contract basis to fill the role for a few months while a permanent City Engineer is recruited.

City Administrator Hagen explained that Mr. Linton, a recently retired employee, would not be able to serve as the City Engineer. He noted that the current City Engineer is capable but that the City's long-term plan is for that individual to focus on Public Works to implement newly adopted policies and better integrate maintenance and engineering functions. He added that while the strategy remains sound, staffing challenges have delayed implementation of the plan developed several years ago.

Councilmember Riley acknowledged the City's past success with in-house recruitments but stated that, given the lack of success in recent efforts, it may be appropriate to consider using a professional search firm. He noted that changing market conditions may require a different approach and suggested modestly increasing the salary above average if necessary to attract candidates. He also asked staff whether recruiting for a Public Works Superintendent position might be easier than recruiting for a City Engineer.

City Administrator Hagen stated that staff have discussed alternative staffing options but are not recommending changes at this time. He reiterated that the existing plan for Bruce's transition into Public Works remains appropriate and noted that additional options could be reconsidered if future recruitment efforts are unsuccessful.

Councilmember Olson expressed concern about the cost of hiring a recruiting firm but acknowledged the need to take action. He stated a preference for continuing recruitment efforts in-house while remaining open to other options if necessary, noting a reluctance to incur significant additional expense.

Mayor Heineman asked for clarification on the terms of using a recruiting firm, including the timeframe for identifying qualified candidates, the payment structure if a suitable candidate is not found, and the City's financial obligation if the recruitment process does not produce results or is discontinued early.

Administrative Services Director Lasher stated that, based on her understanding, the City would only be responsible for the initial one-third payment to the recruiting firm if qualified candidates were not presented for interview, and the process would not advance beyond that payment.

Mayor Heineman asked when the second one-third payment to the recruiting firm would be due.

Administrative Services Director Lasher stated that the second one-third payment would be due upon presentation of qualified candidates who meet the minimum requirements.

Mayor Heineman sought clarification on whether the second one-third payment would be triggered upon receipt of qualified applications or upon the interview stage.

Administrative Services Director Lasher stated that she believed the second one-third payment would be due at the interview stage, but noted that she would need to confirm that detail. She said that the second one-third payment would logically be owed at the interview stage and indicated that, if this understanding proved incorrect, the timing could be addressed through negotiation.

Mayor Heineman acknowledged the cost of professional recruiting services but emphasized their potential value and effectiveness. He stated a preference for pursuing a recruiting firm as the primary option, followed by reposting the position. He expressed that outsourcing the role to a third party would be the least desirable option due to higher long-term costs.

Administrative Services Director Lasher asked if the city council would agree to let her try again for another three weeks to get candidates in for interviews.

Councilmember Specht stated that options appear limited and expressed openness to pursuing any approach staff are comfortable recommending, noting that alternative strategies could be considered if the initial approach does not prove successful.

Administrative Services Director Lasher proposed making modest adjustments to the minimum qualifications for the City Engineer position, such as allowing equivalent education and reducing experience and supervisory requirements, to broaden the applicant pool without lowering hiring standards. She recommended reposting the position for an additional three to four weeks with these changes to determine whether qualified candidates could be identified.

Mayor Heineman directed staff to repost the position for approximately one month and indicated that, if the effort is unsuccessful, the City should then engage a recruiting firm.

Councilmember Specht asked City Engineer/Public Works Director Westby whether he was comfortable continuing to cover the responsibilities for a few more weeks and invited him to share his perspective candidly.

City Engineer/Public Works Director Westby stated that while operations continue, he cannot give sufficient attention to either role while covering both positions. He expressed concern about his inability to support his teams fully despite their strong performance. He indicated that he could continue in the dual role for another month or longer, if necessary, but emphasized that doing so is not ideal.

Councilmember Riley stated that the current staffing challenges were anticipated when the decision was made several years ago to combine the positions, which he had opposed at the time. He cautioned against treating the situation as an emergency, noting that it stemmed from a Council policy decision.

City Engineer/Public Works Director Westby clarified that his earlier comments reflected his high standards rather than a current operational emergency. He stated that there are no major failures at this time and agreed that the situation is not critical. He emphasized the importance of advancing

long-term goals, including a facilities space needs study, noting that while the issue is not urgent now, it will become more pressing as he approaches retirement.

Mayor Heineman acknowledged concerns previously raised about the combined roles and noted that the arrangement had resulted in cost savings and benefited from institutional knowledge. He emphasized the importance of planning for future retirements to allow for a smooth transfer of knowledge, stating that the City should avoid delaying action until a transition becomes urgent and instead pursue a proactive approach.

Councilmember Buscher thanked City Engineer/Public Works Director Westby for his openness and emphasized the Council's appreciation and confidence in his leadership. She expressed support for reposting the position with broader qualifications, noting the City's strong team and commitment to developing leaders internally. She stated that a candidate who may not meet every criterion initially could be successful with support and experience.

Councilmember Buscher also indicated openness to considering a higher salary range if needed, recognizing current labor market challenges and the potential need to adjust compensation to attract qualified candidates.

Mayor Heineman suggested that staff proceed with another month of recruitment and then return to the Council with a brief update, at which time the Council would determine whether to engage a recruiting firm.

2.04: 2026 Legislative Priorities

City Administrator Hagen presented an overview of the City's legislative priorities and a summary of progress made in the previous year. He highlighted key local priorities, including continued coordination on the Northwest Metro Mississippi River Crossing initiative, with the next step focused on seeking state funding for a Tier 1 Environmental Impact Statement and scoping work, noting the project would be long-term in nature. He also discussed efforts to expand the Metro Mobility service area, supported by recent sales tax funding and initial outreach to Metropolitan Council representatives. Additionally, he outlined the closed landfill legislation initiative, driven by potential opportunities for solar development and future economic development, which may require legislative action. City Administrator Hagen noted that other listed items are broader statewide policy issues that may advance if momentum develops at the Capitol. He added that group home housing is expected to be a regional focus this year through the North Metro Mayors Association. He invited Council feedback on the proposed priorities and any suggested changes.

The Council discusses the importance of these priorities and the potential impact on the city and region.

Mayor Heineman and Councilmembers express support for the priorities and additional topics that could be included, such as rain gardens.

The Council reached consensus to move forward with the current legislative priorities and to monitor additional issues as they arise.

2.05: Consider the Ramsey Christmas Market

Mayor Heineman proposed a conceptual idea for a Ramsey Christmas Market as a potential winter community event. He described it as a seasonal, family-friendly event featuring themed vendor chalets, local food and retail stalls, entertainment, holiday decorations, and activities like visits with Santa and ice skating, weather permitting. Possible locations discussed included near the amphitheater or the upcoming waterfront area. The mayor highlighted opportunities for local business participation, sponsorships, reusable branded cups, and making the event financially neutral through vendor fees and sponsorships. He also addressed logistical factors, including stall storage, power requirements, event duration, and operational planning. Mayor Heineman suggested that, if the Council agrees, the idea could be handed over to Parks and Recreation staff for further assessment and planning for a future year.

Councilmember Peters expressed general support for the concept but cautioned that planning should not interfere with ongoing priorities, including the water park project.

Councilmember Olson expressed strong enthusiasm for the proposed Christmas market, citing positive experiences with similar events elsewhere and noting that hosting it near the water park would enhance the area's appeal, particularly with the planned amenities. He encouraged the City to pursue the concept.

Councilmember Riley stated that while the concept is interesting, consideration should be given to staff capacity, noting existing demands related to Happy Days and other events. He suggested evaluating the proposal's feasibility and requested staff input on next steps before proceeding.

Councilmember Buscher expressed support for the Christmas market concept, provided it can be implemented without placing undue strain on staff. She noted similarities to existing events such as the art fair and farmers market, suggesting the model could be replicated. She described the idea as positive for the community and thanked the mayor for the presentation.

Mayor Heineman directed staff to share the presentation with Parks and Recreation and to conduct a feasibility review of the proposed Christmas market concept. He emphasized the need to be mindful of staff capacity and existing priorities and indicated that an initial assessment should be manageable before bringing recommendations back to the Council.

3. TOPICS FOR FUTURE DISCUSSION

3.01: Review Future Topics/ Calendar

Noted.

4. MAYOR / COUNCIL / STAFF INPUT

4.01: Updates on Items of Interest

5. ADJOURNMENT

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

Respectfully submitted,

_____
Brian S. Hagen
City Administrator

ATTEST:

_____
Katie M. Schmidt
City Clerk

Drafted by Sue Osbeck
TimeSaver Off-Site Secretarial, Inc.

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CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey City Council conducted a regular meeting on Tuesday, January 13, 2026, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Mayor Ryan Heineman Councilmember Kirsten Buscher Councilmember Michael Olson (attended remotely) Councilmember Eric Peters Councilmember Chris Riley (attended remotely) Councilmember Dan Specht
Members Absent:	Councilmember Shanna Stewart
Also Present:	City Administrator Brian Hagen Police Chief Brad Bluml City Attorney Amanda Johnson

1. CALL TO ORDER

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

2. APPROVE AGENDA

Motion by Councilmember Peters, seconded by Councilmember Riley, to approve the agenda as presented.

A roll call was performed:

Mayor Heineman	aye
Councilmember Peters	aye
Councilmember Riley	aye
Councilmember Buscher	aye
Councilmember Olson	aye
Councilmember Specht	aye
Councilmember Stewart	absent

Motion carried.

3. PRESENTATIONS

None.

4. CITIZEN INPUT

Mr. Gary Van Scoy, 5851 147 Lane NW, Ramsey, stated that he is a current member of the Planning Commission. He expressed appreciation for the efforts of Public Works and city staff during a challenging year and acknowledged their ongoing service to the community. The Commissioner noted more than 25 years of service on the Planning Commission and described that tenure as rewarding. The Commissioner expressed concern and disagreement with recent changes to the variance appeal process, stating that the city's removal of the appeals process from city oversight may increase time and costs for applicants. Citing the Mayor's stated loss of confidence in the Planning Commission, the Commissioner formally submitted an immediate resignation from the position.

Mayor Heineman acknowledged differences of opinion but expressed confidence in the Planning Commission members and appreciation for the Commissioner's service. The mayor noted that while institutional improvements were needed and there was disagreement over a recent decision, the Commissioner's contributions were thoughtful and valuable, and the city benefited from their service. The mayor thanked Commissioner Van Scoy for his work and wished him well.

5. CONSENT AGENDA

Motion by Councilmember Peters, seconded by Councilmember Buscher, to approve the following items on the Consent Agenda:

- 5.01: Receive November 2025 Financial Reports – General Fund, EDA, and Enterprise Funds
- 5.02: Receive Cash and Investments for Period Ending November 30, 2025
- 5.03: Receive Cash and Investments for Period Ending December 31, 2025
- 5.04: Note the following Boards, Commissions and Meeting Minutes:
  1) Environmental Policy Board dated November 17, 2025
  2) Economic Development Authority dated October 9, 2025
  3) Public Works dated November 18, 2025
- 5.05: Approve the Following Meeting Minutes:
  1) City Council Work Session dated December 9, 2025
  2) City Council Regular Session dated December 9, 2025
- 5.06: Approve Amending City Council Meeting Schedule for 2026
- 5:07: Approve Business License Applications
- 5.08: Approve Unmanned Aircraft System (UAS) Operations Policy
- 5.09: Authorization to Hire a Deputy Fire Chief of Training
- 5.10: Authorization to Hire a Building Inspector/Plans Examiner
- 5:11: Authorization to Hire an Engineering Technician II
- 5:12: Adopt Resolution #26-012 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of December 4, 2025, through December 30, 2025

5:13: Adopt Resolution #26-019 Approving Cash Disbursements Made and Authorizing Payments of Accounts Payable Invoicing Received During the Period of December 31, 2025, and January 7, 2026
5:14: Adopt Resolution #26-001 Approving Partial Payment to Park Construction Company for Improvement Project #25-03, MSA Alpine Drive Reconstruction
5:15: Adopt Resolution #26-002 Approving Final Payment to North Valley, Inc. for Improvement Project #25-02, MSA Sunwood Drive Reconstruction
5:16: Adopt Resolution #26-003 Approving Final Payment to North Valley, Inc. for Improvement Project #25-05, High Point Street Reconstruction
5:17: Adopt Resolution #26-004 Approving the 2026 Council Organization
5:18: Adopt Resolution #26-005 Approving Final Payment to North Valley, Inc. for Improvement Project #25-07, 2025 Neighborhood Pavement Overlay Improvements.
5:19: Adopt Resolution #26-006 Approving Partial Payment #30 to Magney Construction, Inc. for Improvement Project #21-09; Centralized Water Treatment Plant
5:20: Adopt Resolution #26-008 Approving Plans and Specifications and Authorizing Advertisement for Bids for MSA Bunker Lake Boulevard Reconstruction, Improvement Project #26-01
5:21: Adopt Resolution #26-009 Approving Plans and Specifications and Authorizing Advertisement for Bids for Countryside Estates Street Reconstruction, Improvement Project #26-04
5:22: Adopt Resolution #26-010 Approving Plans and Specifications and Authorizing Advertisement for Bids for Section 01 Unplatted Street Reconstruction, Improvement Project #26-07
5:23: Adopt Resolution #26-011 Ordering Request for Proposals for Engineering Design Services for 2026 Neighborhood Pavement Overlay Improvements, Improvement Project #26-08
5:24: Adopt Resolution #26-013 Designating Financial Institutions as Official Depositories; Adopt Resolution #26-014 Authorizing Signatures for Financial Transactions and Adopt Resolution #26-015 Designating BMO Bank, N.A. as the Official Financial Institution for the City of Ramsey Banking Services for the Year of 2026
5:25: Adopt Resolution #26-016 Approving the City of Ramsey's 2027 Budget Calendar
5:26: Adopt Resolution #26-017 Authorizing the Application for Community Development Block Grant Funding for the Waterfront
5:27: Adopt Resolution #26-018 Approving MN Historical and Cultural Heritage Grant Agreement and Contract Services
5:28: Adopt Resolution #26-023 Adopting Public Meeting Remote Attendance Policy

A roll call was performed:

Mayor Heineman	aye
Councilmember Peters	aye
Councilmember Buscher	aye

Councilmember Olson	aye
Councilmember Riley	aye
Councilmember Specht	aye
Councilmember Stewart	absent

Motion carried.

6. PUBLIC HEARING

6.01: PUBLIC HEARING: Violation of Tobacco License

Presentation

Police Chief Brad Bluml reviewed the Staff report regarding G-Will Liquor's violation of the tobacco license. He explained that the violation resulted from a required annual police department tobacco compliance check conducted on November 25, 2025. G-Will Liquors, located at 5427 Alpine Drive, failed a check after selling tobacco to an individual under 21. The clerk involved was cited at the time of the incident. This hearing is required by statute to address the violation and, if confirmed, to impose the mandatory administrative penalty of $300 for a first offense. The compliance check process was described as a standard, non-deceptive procedure using properly instructed buyers with valid identification.

Public Hearing

Mayor Heineman called the public hearing to order at 7:08 p.m.

Citizen Input

None.

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

A roll call was performed:

Mayor Heineman	aye
Councilmember Peters	aye
Councilmember Riley	aye
Councilmember Buscher	aye
Councilmember Olson	aye
Councilmember Specht	aye
Councilmember Stewart	absent

Motion carried.

Mayor Heineman closed the public hearing at 7:09 p.m.

Council Business

Mayor Heineman noted that tobacco noncompliance cases have been rare during his time on the Council, and as Mayor, he asked whether this was the city's first compliance violation to reach this stage, or whether an appeal process had led the matter to the Council.

Police Chief Bluml stated that there are 17 licensed tobacco retailers in the city and noted that state law changed in 2020, raising the minimum age for tobacco sales from 18 to 21. He added that the city ordinance is currently being updated to align with the statute and will be brought forward at a future meeting.

Mayor Heineman asked whether there had been other violations of the ordinance in recent years and whether any had been brought before the Council.

Police Chief Bluml confirmed that this is the first violation presented to the Council during his tenure.

Mayor Heineman stated that the fine is being assessed against G-Will Liquors as a business entity. Still, the violation resulted from the actions of an individual employee and does not necessarily indicate unsafe practices by the company as a whole.

Police Chief Bluml confirmed that the violation could be attributable to a single employee and noted that the primary public safety concern is whether the business provides adequate training to its employees.

Councilmember Buscher asked about whether informational flyers or notices are distributed when statutes change to help ensure that businesses are aware of and comply with updated requirements.

Police Chief Bluml stated that staff's plan was to mail the updated ordinance to licensed businesses during the upcoming license renewal process to ensure awareness of the changes, including the revised 36-month timeframe for repeat offenses.

Councilmember Buscher asked whether the city offers any training courses or educational opportunities for business owners or employees to reduce penalties and improve future compliance.

Police Chief Bluml stated that the city does not currently offer such training courses but indicated that staff could explore developing them in the future.

Councilmember Specht asked whether the business disputed the violation, presented any additional information, or acknowledged the incident and indicated steps to prevent future occurrences.

Police Chief Bluml indicated the company had not contacted him, so he was not sure what steps would be taken to prevent future occurrences.

Councilmember Peters stated that checking identification is a straightforward requirement and noted that employees are typically trained on this responsibility. He further observed that the business did not appear to contest the violation or present mitigating information and concluded that the fine should be assessed.

Police Chief Bluml stated that the business was notified of the violation by a letter sent to the location where the offense occurred and by certified mail to the company's headquarters, in addition to the officer's direct contact with the employee at the time of the incident.

Motion by Councilmember Peters, seconded by Councilmember Riley, to affirm that a tobacco sale violation to a person under the age of 21 did occur at G-Will Liquors on November 25, 2025.

Further discussion: Mayor Heineman stated that the matter was straightforward and that the Council should proceed with the action. He acknowledged that, while the violation is assessed against the business, it may result from an individual employee's mistake rather than a failure of the company as a whole. He expressed understanding of the statutory process and encouraged all businesses to retrain employees on identification requirements, noting that checking identification is a well-known obligation. The mayor concluded by expressing hope that the incident would serve as a reminder of the need to comply. Councilmember Riley reiterated that the police department's compliance checks are conducted transparently and are not intended to deceive businesses. He noted that in this instance, the purchaser made their age clear and that the violation did not result from a misunderstanding of the law but from an error in judgment. He stated that the incident indicates a need for improved diligence by the employee and the business and concluded that the $300 administrative penalty is an appropriate corrective measure.

A roll call was performed:

Mayor Heineman	aye
Councilmember Peters	aye
Councilmember Riley	aye
Councilmember Buscher	aye
Councilmember Olson	aye
Councilmember Specht	aye
Councilmember Stewart	absent

Motion carried.

7. COUNCIL BUSINESS

None.

8. MAYOR, COUNCIL, AND STAFF INPUT

City Administrator Hagen announced upcoming meetings and events. He noted city offices will be closed Monday, January 19, 2026, in observance of Martin Luther King Jr. Day.

Councilmember Buscher expressed appreciation to the Fire Department for the opportunity to observe vehicle driving and parking training and emphasized the importance of understanding the operational challenges faced by emergency responders when requesting roadway accommodations. She also thanked the Public Works Department for a snowplow ride-along experience, noting the demanding overnight schedules, extended work hours, and complexity of snow removal operations. Councilmember Buscher encouraged residents to show patience and communicate concerns respectfully with city staff, highlighted the importance of resident cooperation with snow removal efforts, and recognized the dedication and commitment of public works employees. She concluded by expressing gratitude to the Police Department for their continued service and commitment to public safety.

9. ADJOURNMENT

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

A roll call was performed:

Mayor Heineman	aye
Councilmember Peters	aye
Councilmember Specht	aye
Councilmember Buscher	nay
Councilmember Olson	aye
Councilmember Riley	aye
Councilmember Stewart	absent

Motion carried.

The regular meeting of the City Council adjourned at 7:21 p.m.

Respectfully submitted,

_____
Brian S. Hagen
City Administrator

ATTEST:

_____
Katie M. Schmidt
City Clerk

Drafted by Sue Osbeck
TimeSaver Off-Site Secretarial, Inc.

CC Regular Session

Meeting Date: 01/27/2026

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

Title

Approve Business License Applications

Purpose/Background:

The purpose of this case is to obtain City Council approval of business license applications (not including Rental or BRC).

Background: Certain businesses or groups in the City of Ramsey are required to apply for a business license in addition to the Business Registration Certificate (BRC). Other businesses that may require a license, but are not required to have a BRC, may also be included in this approval. Those new license requests and/or renewals are attached for City Council approval.

Notification:

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

Funding Source:

License fees are collected at time of application.

Recommendation:

Staff recommends approval of business license applications.

OutcomeAction:

Motion to approve the attached business license applications.

Attachments

Business License Applications

Form Review

Inbox	Reviewed By	Date
Sean Sullivan	Kathy Schmitz	01/12/2026 08:44 AM
Brian Hagen	Brian Hagen	01/12/2026 08:47 AM
Sean Sullivan	Sean Sullivan	01/21/2026 04:11 PM
Brian Hagen	Brian Hagen	01/22/2026 12:52 PM
Form Started By: Wendy Schlueter		Started On: 01/11/2026 10:47 PM
Final Approval Date: 01/22/2026		

Report Name: License Report - License Types
Council Dates: 1/27/2026 to 1/27/2026
Status: Active, Inactive
License Type(s): Transient Merchant/Peddler/Solicitor, Mobile Food Unit–Annual

City of Ramsey
License Report - License Types

Company	DBA	Complex_Name	Applicant	Location	Exp. Date	Council Date	Status
Mobile Food Unit–Annual							
Brain Freezze Ice Cream	Brain Freezze Ice cream		Michelle Remick		12/31/2026	1/27/2026	A
Mason's LLC	Mason's Sno & More		Kathryn E Mason-Tierney		12/31/2026	1/27/2026	A
Brick Oven Bus LLC			Paris Rosen		12/31/2026	1/27/2026	A
Olakino Shakes, LLC	Olakino Shakes, LLC	Olakino Shakes	Jessica Howes		12/31/2026	1/27/2026	A
				Mobile Food Unit–Annual License Count: 4			
Transient Merchant/Peddler/Solicitor							
Edward Jones			Shae A Morsfield		12/31/2026	1/27/2026	A
				Transient Merchant/Peddler/Solicitor License Count: 1			
				Total Licenses: 5			

CC Regular Session

Meeting Date: 01/27/2026

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

Title:

Approve Anoka County Threat Assessment Group Agreements

Purpose/Background:

The Anoka County Threat Assessment Group is a collaborative multidisciplinary group. Its members are comprised of representatives of law enforcement, social services, and a variety of organizations and government entities within Anoka County. The group exists as a resource for Anoka County law enforcement agencies and other agencies that work with situations involving persons who have been identified as being at high risk for serious targeted violence.

Time Frame/Observations/Alternatives:

This is a new group, and if approved, a Ramsey investigator is planned to attend the first meeting on February 26, 2026.

Funding Source:

Funding for this agreement will be provided through staff time to meet our areas of responsibility outlined in the attached agreements.

Recommendation:

Staff recommends approving both of the attached agreements: the agency agreement and the member agreement/memorandum of understanding (MOU).
The City Attorney has reviewed the attached agreement and MOU.

Outcome/Action:

Motion to approve entering into an agreement between the Ramsey Police Department and the Anoka County Threat Assessment Group, and for members of the Police Department to participate in this group.

Attachments

Agency Agreement
Member Agreement

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	01/22/2026 02:12 PM
Form Started By: Brad Bluml		Started On: 01/21/2026 03:51 PM
Final Approval Date: 01/22/2026		

ANOKA COUNTY THREAT ADVISORY GROUP

Agency Agreement

Mission Statement:

"To prevent targeted violence in Anoka County through multi-disciplined collaboration to identify, assess, and manage risks of violence."

The Anoka County – Threat Assessment Group is a collaborative multidisciplinary group. Its members are comprised of representative of law enforcement, social services, and a variety of organizations and government entities within Anoka County. The group exists as a resource for Anoka County law enforcement agencies and other agencies that work with situations involving persons that have been identified as being at high-risk for serious *targeted violence*.

Team Composition: The team comprises representatives from each participating agency. Participating agencies are:

- Anoka County Sheriff's Office
- Anoka Police Department
- Blaine Police Department
- Columbia Heights Police Department
- Coon Rapids Police Department
- Fridley Police Department
- Lino Lakes Police Department
- Ramsey Police Department
- Anoka County Attorney's Office
- Anoka County Social Services

Which Cases will be Assessed: Any of the participating agency representatives, serving as team members, may bring a case before the team to be assessed. The team has asked that each member be sensitive to jurisdictional and political considerations of the other participating agencies.

Any member bringing a case to the team for staffing is welcomed and encouraged to bring whatever sources of information that member feels would benefit the team in either assessing or managing the case. Those sources of information might include (but are not limited to) reports, documents, recordings, persons such as probation officers, school resource officers, or victim advocates.

Case Management: While other members may offer suggestions, resources or assistance, the determination of how a case will be managed is ultimately the responsibility of the member and agency who brought the case to the team.

Case Files: The confidentiality and custody of all case files are the responsibility of the member and agency who brought the case to the team. Members who distribute materials to members for review during the meeting are responsible for retrieving materials at the conclusion of the meeting.

Internal Operations: Barring specific directions from the administrative authorities of the participating agencies, internal operational decisions will be by the consensus of the team. Barring consensus, decisions will be made by vote with each participating agency having a single vote.

Meeting Confidentiality: Members agree to maintain all information presented at meetings or through other means of communication with the strictest confidence. Information presented to the team will not be shared with others unless necessary for business purposes, to perform job duties, and authorized by applicable law and policy. Guests are subject to the same confidentiality requirements. Any member bringing a guest to a team meeting is responsible for ensuring that the guest has signed a "Anoka County Threat Advisory Group, Visitor Confidentiality Agreement" prior to the meeting. (See attached) The hosting member is also responsible for maintaining the signed copy of the agreement.

Team Membership: The administrative authority of each participating agency has authority to bring forward for selection which individual(s) will serve as that agency's representative(s) to the team (team members). It is hoped that due to the investment of resources, both by the agency and by the team in training members, that consideration be given to consistency and stability in selection and retention of members. Final selection will be made in active collaboration with the participating agency.

Team Consultants: The team benefits greatly from the availability of individuals who provide consultation, advice, and assistance to the team. The team or its individual members have authority to designate consultants. These consultants may or may not be employees of participating agencies and attend team meetings at the invitation of the team. Consultants who are employees of participating agencies provide services as permitted by their participating agency. Consultants who are not employees of participating agencies provide their services without cost to the team or to any of the participating agencies. All consultants to the team must sign and are bound by confidentiality agreements.

Acknowledgment and Concurrence of Administrative Authority:

By signing, I understand and agree with the structure and operational direction outlined in this document for the Anoka County Threat Advisory Group.

Agency Head or Designee Signatures:

_____ _____

Name of Agency Agency Head or Designee Name (Printed)

_____ _____

Agency Head or Designee Name (Signature) Date

City Administration or Designee Signatures: (If applicable)

_____ _____

Name of Agency City Administration or Designee Name (Printed)

_____ _____

Agency Head or Designee Name (Signature) Date

Mayor, Council, or Designee Signatures: (If applicable)

_____ _____

Name of City Mayor, Council, or Designee Name (Printed)

_____ _____

Mayor, Council, or Designee Name (Signature) Date

ANOKA COUNTY THREAT ADVISORY GROUP
MEMORANDUM OF UNDERSTANDING

Since the Anoka County Threat Advisory Group is comprised of representatives from participating agencies and departments, it is understood that each member's first responsibility is to the best interests of their own organization. It is also understood that the agency representatives acting as a team, have no authority to develop, issue or disseminate policy or procedure that is in any way binding or contractual upon any of the participating agencies. However, since each member also shares a responsibility to the other members and to the success of the team's objectives, each member agrees to the following:

1. To keep the member's administrative authority fully advised of the team's activities in a manner satisfactory to the administrative authority and in a manner that accurately reflects the value that the team represents.

2. *Strictly comply with matters of confidentiality in a manner consistent with the members own agency policies and rules dealing with confidential material.*

3. *To attend and satisfactorily complete a training course approved by the Anoka County Threat Advisory Group. This training may be provided by the team or through an outside source when available and feasible.*

4. To continue to pursue additional training and knowledge in the area of threat assessment and management and share this information with other team members.

5. To attend scheduled meetings responsibly and be available for emergency meetings when situations might deem them necessary.

6. To immediately report to the team any situations regarding conflicts of interest between the business of the team, the member, or with the member's organization.

7. To be sensitive to other participating agency issues, such as; jurisdictions, chains of command, agency business, media, and public perception.

8. While a member of the team, I will not seek or accept personal gain resulting from either the training or knowledge inherent in being a team member. This prohibition does not include the member's salary and/or employment wages received from the member's participating agency, or reimbursements for travel or other expenses the member might incur as the result of attending or presenting trainings relating to team membership. Exceptions to this restriction are permitted only with the knowledge and authorization of the entire team and the member's agency and only when such a situation would benefit the team and its participating agencies.

Member's Name: _____

Member's Signature: _____

Date: _____

Agency/Organization: _____

Administrative Authority: _____
(Printed Name)

Administrative Authority: _____
(Signature)

Date: _____

CC Regular Session

Meeting Date: 01/27/2026

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

Title:

Approve Police Training Tracking Program

Purpose/Background:

The Police Department requested a training tracking program as part of the 2026 budget. This program will assist in tracking the required training set forth by the MN Board of Peace Officer Standards and Training (POST). The POST Board sets the requirements officers must meet during their 3-year licensing cycle to maintain their state licensure. The request was approved when the 2026 budget was passed on December 9, 2025. PD staff selected Vector Solutions Software to administer this program for their needs. The agreement was submitted to the city attorney for review and approval. The city attorney has reviewed the agreement and has no concerns with it. The agreement is attached.

The agreement will need to be signed once it is approved.

Funding Source:

This request was in the 2026 budget requests, which were approved on December 9, 2025.

Recommendation:

Staff recommends approval of the contract.

Outcome/Action:

Motion to approve the contract with Vector Solutions Software.

Attachments

Vector Solutions Agreement

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	01/22/2026 02:13 PM
Form Started By: Tim Frankfurth		Started On: 01/14/2026 09:02 AM
Final Approval Date: 01/22/2026		

Quote ID
Q-487675

Valid Until
Friday, February 27, 2026

Contact Name
Darrin Sargent

TargetSolutions Learning, LLC Order Form
Schedule A

Date: Friday, December 12, 2025

Client Information

Client Name: Ramsey Police Department (MN)	
Address: 7550 Sunwood Drive NW Ramsey, MN 55303	
Primary Contact Name: Tim Frankfurth	**Primary Contact Phone:** 7634276812

Agreement Term

Effective Date: 02/01/2026	**Initial Term:** 36 months

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Tim Frankfurth		
Billing Address: 7550 Sunwood Drive NW Ramsey, Minnesota 55303		**Billing Phone:** 7634276812 **Billing Email:** tfrankfurth@cityoframsey.com
PO#:	**Billing Frequency:** Annual	**Payment Terms:** Net 30

Annual Fee(s) (10% discount applied to these line items)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
LEBDL2	Law Enforcement Bundle - Train and Retain	Law Enforcement Bundle - Train and Retain	40	$176.40	$7,056.00
TSPREMIER-BUNDLE	Vector LMS, TargetSolutions Edition Premier Membership (Bundle)		40	$0.00	$0.00
TSLELIB	Law Enforcement Online Course Catalog	Vector LMS, TargetSolutions Edition course catalog for law enforcement professionals	40	$0.00	$0.00
TSEVAL-BUNDLE	Vector Evaluations+ (Bundle)		40	$0.00	$0.00
VGS-GTBUNDLE	Guardian Tracking (Bundle)		40	$0.00	$0.00
TSMAINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	$435.00	$435.00

Annual Total: $7,491.00

One-Time Fee(s) (50% discount applied to this line item)

Product Code	Product	Description	Qty	Price	Sub Total
PSIMP-BUNDLE	Bundle Implementation		1	$800.00	$800.00

One-Time Total: $800.00

Total (including Annual and One-Time): $8,291.00

This is not an invoice.

Order Form Terms and Conditions.

1. Additional Named Users added after the Effective Date (e.g., Named Users above the Minimum Annual Commitment) will be invoiced at the per Named User rate stated in the Order Form, on a prorated basis determined by the date such Users are added during the contract year. Such Additional Named Users shall be invoiced at the contracted per Named User fee for subsequent contract years during the Term.
2. Fees during the Initial Term shall be increased by % per contract year.
3. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
4. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW**

FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.

Additional Terms and Conditions

1. This Order Form is governed by the Master Software as a Service Agreement at https://www.vectorsolutions.com/master-software-as-a-service-agreement/ (the "Governing Contract"). Capitalized terms not otherwise defined in this Order Form have the meanings assigned to them in the Governing Contract.
2. To the extent any term(s) of the Governing Contract and this Order Form conflict, the term(s) of this Order Form will supercede the conflicting term(s) of the Governing Contract.
3. This Order Form will become effective when signed by both Parties. Unless both Parties sign this Order Form, the pricing and terms offered in this Order Form expire on the Offer Expiration Date stated above.
4. This Order Form and the pricing terms herein are specific to You and shall be considered Our Confidential Information. To the extent shared with any permitted third parties pursuant to the confidentiality terms between the Parties, such third party shall be bound by terms that prohibit their use of the information for any purpose beyond providing services to You, including restricting their use of the information in any aggregated or anonymized format.
5. IF YOU ARE LOCATED OUTSIDE THE UNITED STATES, Your data, including Your and Your End Users' personally-identifiable data, will be exported to the United States to enable us to administer, operate and process the Services.

To proceed, please sign this Order Form

Signatures

Each undersigned hereby represents that he/she is an authorized representative of the respective Party, and is authorized to commit the respective Party to all terms and conditions in this Order Form, and each undersigned acknowledges that the Parties rely on such representation in their agreements set forth in this Order Form.

Target Solutions Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd, Suite 300
Tampa, FL 33609

By: _____

Printed Name: Ben Laird

Title: VP of Sales, Law Enforcement

Date: _____

Ramsey Police Department (MN)
7550 Sunwood Drive NW
Ramsey, MN 55303

By: _____

Printed Name:

Title:

Date: _____

CC Regular Session

Meeting Date: 01/27/2026

Primary Strategic Plan Initiative: Strive for high organizational morale and employee retention

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Title:

Authorization to Hire a Firefighter/Fire Technician

Purpose/Background:

The purpose of this case is to request the City Council's authorization to hire a full-time Firefighter/Fire Technician.

Background: As City Council will recall, this position was discussed during the annual budget-setting process and is necessary in order to keep up with the continued increase in the Fire Department's call volume. This new hybrid position performs emergency response duties as a Firefighter and administrative, technical, and customer-service functions as a Fire Technician. Duties include responding to fire, medical, rescue, and hazardous materials incidents; assisting with training and equipment maintenance; and providing administrative support to fire department operations, including records management, data reporting, customer service, and permit processing. This role supports the mission and strategic initiatives of the Ramsey Fire Department.

The City Council approved the new role and staff conducted a recruitment to fill the position. The top candidate, Mr. Jaydon Weckman has been a paid on-call firefighter since January 2023. Mr. Weckman passed the city's pre-employment hiring process and is recommended for the position. As a non-union employee, Mr. Weckman will be subject to a one-year probationary period and the terms of the city's Personnel Policy.

Funding Source:

The funding required to fill this position is included in the approved 2026 budget.

Recommendation:

Authorize hiring Mr. Jaydon Weckman as a full-time Firefighter/Fire Technician, effective on or near March 2, 2026, at $31.22 per hour, which is step 2 of the 2026 pay scale.

Outcome/Action:

Motion to hire Mr. Jaydon Weckman as a full-time Firefighter/Fire Technician, effective on or near March 2, 2026, at $31.22 per hour, which is step 2 of the 2026 pay scale.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	01/22/2026 02:53 PM
Form Started By: Colleen Lasher		Started On: 01/21/2026 12:55 PM
Final Approval Date: 01/22/2026		

CC Regular Session

Meeting Date: 01/27/2026

Primary Strategic Plan Initiative:

Title:

Adopt Resolution #26-035 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of January 8, 2026 through January 21, 2026.

Purpose/Background:

Adopt Resolution #26-035 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of January 8, 2026 through January 21, 2026.

Recommendation:

Staff Recommends to Adopt Resolution #26-035 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of January 8, 2026 through January 21, 2026.

Outcome/Action:

Motion to Adopt Resolution #26-035 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of January 8, 2026 through January 21, 2026.

Attachments

Bills List 01/27/2026

Resolution 26-035

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	01/21/2026 02:26 PM
Brian Hagen	Brian Hagen	01/22/2026 12:52 PM
Form Started By: Jennifer Morrison		Started On: 01/21/2026 02:11 PM
Final Approval Date: 01/22/2026		

RAMSEY CITY COUNCIL MEETING

1.27.2026

BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Prepaids 1.8.26 - 1.21.26	$ 492,930.37
Accounts Payable 1.8.26 - 1.21.26	1,308,440.41
Payroll 1.16.26	303,991.43
Debt Service	
Pay Estimates- Projects	423,891.60
TOTAL SUBMITTED FOR APPROVAL THIS MEETING (Invoices Available for Reviewal)	**$ 2,529,253.81**

DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:

	APPROVED PREVIOUS MTG	2026 Y.T.D.
PREPAIDS	$ 221,306.47	$ 221,306.47
PREPAID ADJUSTMENTS		
ACCOUNTS PAYABLE INVOICING	257,794.35	257,794.35
ACCT PAYABLE INVOICING ADJUSTMENTS		
NET PAYROLL TOTAL	270,074.76	270,074.76
CORRECTION TO PAYROLL		
DEBT SERVICE		
CORRECTION TO DEBT SERVICE		
PAY ESTIMATE(S) - PROJECTS		
TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED	**$ 749,175.58**	**$ 749,175.58**

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1/8/2026 – 1/21/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
121897	**1/8/2026**		**100012 ACE SOLID WASTE INC**							
		39,943.28	JANUARY RECYCLING		135754	3067-2030 JAN 2026	9604.6489		OTHER CONTRACTED SERVICES	RECYCLING FUND
		636.52	JAN 2026 WASTE SERVICES		135760	3067-43575-001 JAN 2026	0452.6374		REFUSE/RECYCLING	PARK & RECREATION
		260.25	JAN 2026 WASTE SERVICES		135760	3067-43575-001 JAN 2026	0194.6374		REFUSE/RECYCLING	GENERAL GOVERNMENT BUILDING
		227.01	JAN 2026 WASTE SERVICES		135760	3067-43575-001 JAN 2026	0311.6374		REFUSE/RECYCLING	STREET MAINTENANCE
		132.04	JAN 2026 TIRE RECYCLING PD		135760	3067-43575-001 JAN 2026	0211.6249		MISCELLANEOUS OPERATING SUPPLY	POLICE PROTECTION
		227.01	JAN 2026 WASTE SERVICES		135760	3067-43575-001 JAN 2026	9601.6374		REFUSE/RECYCLING	WATER FUND
		227.01	JAN 2026 WASTE SERVICES		135760	3067-43575-001 JAN 2026	9602.6374		REFUSE/RECYCLING	SEWER FUND
		1,211.72	JAN 2026 RECYCLING		135760	3067-43575-001 JAN 2026	9604.6249		MISCELLANEOUS OPERATING SUPPLY	RECYCLING FUND
		227.01	JAN 2026 WASTE SERVICES		135760	3067-43575-001 JAN 2026	9605.6374		REFUSE/RECYCLING	STORM WATER UTILITY
		160.68	JAN 2026 REFUSE/RECYCLING		135761	3067-211298-001 JAN 2026	0220.6374		REFUSE/RECYCLING	FIRE PROTECTION
		43,252.53								
121898	**1/8/2026**		**119525 AIR COMFORT HEATING & AIR CONDITIONING**							
		75.00	PERMIT RA063864 CANCEL		135759	RA063864	9101.4208		MECHANICAL PERMIT	GENERAL FUND
		1.00	PERMIT RA063864 CANCEL		135759	RA063864	9101.2081		SURCHARGES-PERMITS	GENERAL FUND
		76.00								
121899	**1/8/2026**		**122484 BURCHILL, DEREK**							
		180.00	WATER EFF REBATE 26-D BURCHILL		135758	010126	9601.6436		WATER EFFICIENCY REBATE PROG	WATER FUND
		180.00								
121900	**1/8/2026**		**117919 CENTURY COLLEGE**							
		137.00	PMT S/B MADE TO RAMSEY COUNTY		135735	01082026	9101.4609		OTHER MISCELLANEOUS REVENUES	GENERAL FUND
		137.00								
121901	**1/8/2026**		**122490 CLEMENTS, ANDREW**							
		75.94	15-00 SPECIAL ASSESS REF 2025		135732	01082026	9435.6249		MISCELLANEOUS OPERATING SUPPLY	PAVEMENT MANAGEMENT PROGRA
		75.94								
121902	**1/8/2026**		**100116 CONNEXUS ENERGY**							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
121902	1/8/2026		100116 CONNEXUS ENERGY						Continued...	
		15,384.15	DEC 2025 ELECTRICITY WATER		135740	759126-303102 DEC 2025	9601.6371		ELECTRIC UTILITIES	WATER FUND
		1,233.26	DEC 2025 ELECTRICITY SEWER		135740	759126-303102 DEC 2025	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		82.98	DEC 2025ELECTRICITY STORM		135740	759126-303102 DEC 2025	9605.6371		ELECTRIC UTILITIES	STORM WATER UTILITY
		10,842.55	11/19-12/18/25 ELECTRIC		135741	759126-303101 DEC 2025	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
		6,742.20	11/19-12/18/25 ELECTRIC		135742	759126-303107 DEC 2025	0194.6371		ELECTRIC UTILITIES	GENERAL GOVERNMENT BUILDING
		1,661.09	11/19-12/18/25 ELECTRIC		135742	759126-303107 DEC 2025	0220.6371		ELECTRIC UTILITIES	FIRE PROTECTION
		66.54	11/19-12/18/25 ELECTRIC		135742	759126-303107 DEC 2025	9230.6249		MISCELLANEOUS OPERATING SUPPLY	ECONOMIC DEVELOPMENT AUTHO
		5,178.91	11/19-12/18/25 ELECTRIC		135742	759126-303107 DEC 2025	9240.6371		ELECTRIC UTILITIES	PARKING RAMP MAINTENANCE
		30.21	11/19-12/18/25 ELECTRIC		135742	759126-303107 DEC 2025	9410.6371	00041018	ELECTRIC UTILITIES	RALF FUNDED PROJECTS
		479.88	11/19-12/18/25 ELECTRIC		135742	759126-303107 DEC 2025	9410.6371	00041012	ELECTRIC UTILITIES	RALF FUNDED PROJECTS
		91.80	DEC 2025 SIREN UTILITIES		135747	759126.303095 DEC 2025	0250.6371		ELECTRIC UTILITIES	CIVIL DEFENSE
		927.06	DEC 2025 TRAFFIC SIGNALS		135756	759126-303100 DEC 2025	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		1,490.53	DEC 2025 ELECTRIC		135757	759126-303106 DEC 2025	0452.6371		ELECTRIC UTILITIES	PARK & RECREATION
		232.04	DEC 2025 ELECTRIC		135757	759126-303106 DEC 2025	0211.6371		ELECTRIC UTILITIES	POLICE PROTECTION
		107.69	DEC 2025 ELECTRIC		135757	759126-303106 DEC 2025	0220.6371		ELECTRIC UTILITIES	FIRE PROTECTION
		745.52	DEC 2025 ELECTRIC		135757	759126-303106 DEC 2025	0311.6371		ELECTRIC UTILITIES	STREET MAINTENANCE
		730.02	DEC 2025 ELECTRIC		135757	759126-303106 DEC 2025	9601.6371		ELECTRIC UTILITIES	WATER FUND
		730.02	DEC 2025 ELECTRIC		135757	759126-303106 DEC 2025	9602.6371		ELECTRIC UTILITIES	SEWER FUND
		730.02	DEC 2025 ELECTRIC		135757	759126-303106 DEC 2025	9605.6371		ELECTRIC UTILITIES	STORM WATER UTILITY
		47,486.47								

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
121902	1/8/2026		100116 CONNEXUS ENERGY						Continued...	
121903	1/8/2026		115607 DVS							
		15.25	TAB RENEWAL SQUAD 346		135746	D441201A	0211.6249		MISCELLANEOUS OPERATING SUPPLY	POLICE PROTECTION
		15.25								
121904	1/8/2026		122459 EKBERG, TRACY							
		200.00	WATER EFF REBATE 26-T EKBERG		135736	12182025	9601.6436		WATER EFFICIENCY REBATE PROG	WATER FUND
		200.00								
121905	1/8/2026		122477 HARMSEN, JANET							
		200.00	WATER EFF REBATE 26-J HARMSEN		135748	010526	9601.6436		WATER EFFICIENCY REBATE PROG	WATER FUND
		200.00								
121906	1/8/2026		115574 HEALTHPARTNERS							
		110,534.00	JAN 2026 HEALTH PREMIUMS		135752	343212811992	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		2,198.50	JAN 2026 HEALTH PREM JB/KH		135752	343212811992	0211.6131		GROUP INSURANCE	POLICE PROTECTION
		1,021.50	JAN 2026 HEALTH PREM CS		135752	343212811992	0220.6131		GROUP INSURANCE	FIRE PROTECTION
		113,754.00								
121907	1/8/2026		122460 KOZIOL, JAMES							
		200.00	WATER EFF REBATE 26-J KOZIOL		135737	12182025A	9601.6436		WATER EFFICIENCY REBATE PROG	WATER FUND
		200.00								
121908	1/8/2026		114781 LARSON, DAVID							
		200.00	WATER EFF REBATE 26-D LARSON		135738	122225	9601.6436		WATER EFFICIENCY REBATE PROG	WATER FUND
		200.00								
121909	1/8/2026		122489 LEE, TOU THAI							
		90.76	18-03 SPECIAL ASSESS REF 2025		135733	01082026	9354.6249		MISCELLANEOUS OPERATING SUPPLY	$1,175,000 Series 2018A
		90.76								
121910	1/8/2026		121709 MINNESOTA METRO NORTH TOURISM							
		5,838.25	NOV LODGING TAX-CITY OF RAMSEY		135763	01082026	9298.2088		LODGING TAX	LODGING TAX
		5,838.25								
121911	1/8/2026		117595 QUADIENT LEASING USA INC							
		474.36	QUADIENT LEASING		135762	Q2141811	0130.6405		OFFICE & DATA PROCESSING EQUIP	ADMINISTRATION
		474.36								
121912	1/8/2026		113539 WINSUPPLY TWIN CITIES MN CO.							

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121912	**1/8/2026**		**113539 WINSUPPLY TWIN CITIES MN CO.**						**Continued...**	
		42.89-	EARLY PAY DISCOUNT		135739	172956 01	0211.6259		BUILDING MAINT/REPAIR SUPPLIES	POLICE PROTECTION
		2,144.46	DRINKING FOUNTAIN		135739	172956 01	0211.6259		BUILDING MAINT/REPAIR SUPPLIES	POLICE PROTECTION
		2,101.57								
121927	**1/15/2026**		**100036 ANOKA COUNTY CHIEFS OF POLICE ASSN**							
		537.00	2026 MEMBERSHIP DUES BLUML,		136028	2026 MEMEBERSHIPS	0211.6451		MEMBERSHIP DUES	POLICE PROTECTION
		0.00	FRANKFURTH & DAHLBERG		136028	2026 MEMEBERSHIPS	0211.6451		MEMBERSHIP DUES	POLICE PROTECTION
		537.00								
121928	**1/15/2026**		**122495 ARDEN TITLE LLC**							
		235.72	ACCT 735602 7080 148TH AVE NW		135825	735602	9601.4651		WATER REVENUE	WATER FUND
		235.72								
121929	**1/15/2026**		**122496 BASTERACH, THOMAS**							
		47.14	ACCT 737607 5642 157TH AVE NW		135826	737607	9601.4651		WATER REVENUE	WATER FUND
		47.14								
121930	**1/15/2026**		**122497 BEECHWOOD PROPERTIES LLC**							
		46.10	ACCT 736831 14157 COBALT CIR		135827	736831	9601.4651		WATER REVENUE	WATER FUND
		46.10								
121931	**1/15/2026**		**122518 BROCKEL, ANGELA**							
		100.00	FACILITY USE DEPOSIT REFUND		136038	04082025	9101.2201		DEPOSITS PAYABLE	GENERAL FUND
		100.00								
121932	**1/15/2026**		**122149 BURNET TITLE**							
		547.02	ACCT 729991 8642 149TH CT		135828	729991	9601.4651		WATER REVENUE	WATER FUND
		547.02								
121933	**1/15/2026**		**117280 CENTRA HOMES LLC**							
		115.37	ACCT 737375 7485 147TH LANE		135829	737375	9601.4651		WATER REVENUE	WATER FUND
		115.37								
121934	**1/15/2026**		**121153 DREWS, DEREK**							
		200.00	WATER EFF REBATE 26-D DREWS		136036	012226	9601.6436		WATER EFFICIENCY REBATE PROG	WATER FUND
		200.00								
121935	**1/15/2026**		**115607 DVS**							

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121935	1/15/2026		115607 DVS						Continued...	
		26.00	REG/TITLE FOR SQUAD 352		136040	D449-4159	9702.6550		MOTOR VEHICLES	SELF INSURANCE
		26.00								
121936	1/15/2026		114049 EAGLE CREEK TITLE LLC							
		61.72	ACCT 731561 8306 155TH LANE		135830	731561	9601.4651		WATER REVENUE	WATER FUND
		61.72								
121937	1/15/2026		122516 ELANDER MECHANICAL INC							
		75.00	PERMIT RA064369 CANCEL		136039	RA064369	9101.4206		PLUMBING PERMIT	GENERAL FUND
		1.00	PERMIT RA064369 CANCEL		136039	RA064369	9101.2081		SURCHARGES-PERMITS	GENERAL FUND
		76.00								
121938	1/15/2026		111356 EXECUTIVE TITLE OF MN							
		176.76	ACCT 734974 4680 152ND CT		135831	734974	9601.4651		WATER REVENUE	WATER FUND
		176.76								
121939	1/15/2026		118143 FIRST AMERICAN TITLE INSURANCE CO							
		135.31	ACCT 737374 15176 NUTRIA ST		135832	737374	9601.4651		WATER REVENUE	WATER FUND
		135.31								
121940	1/15/2026		122437 GREAT NORTH TITLE							
		14.75	ACCT 737453 17121 VARIOLITE ST		135833	737453	9601.4651		WATER REVENUE	WATER FUND
		14.75								
121941	1/15/2026		122515 LARSON, CANDY							
		66.71	UB OVRPYMT REF #721489		136029	721489	9601.4651		WATER REVENUE	WATER FUND
		66.71								
121942	1/15/2026		122498 LAWSON, BRUCE & SUZANNE							
		19.54	ACCT 721416 6918 139TH LN #4		135834	721416	9601.4651		WATER REVENUE	WATER FUND
		19.54								
121943	1/15/2026		117358 LEGACY TITLE							
		81.43	ACCT 417786317 9160 164TH LN		135835	417786317	9601.4651		WATER REVENUE	WATER FUND
		81.43								
121944	1/15/2026		122499 LUNDSTEN, TROY AND LISA							
		98.97	ACCT 478641728 6950 137TH AVE		135836	478641728	9601.4651		WATER REVENUE	WATER FUND
		98.97								

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121945	1/15/2026		122501 MAHONEY, STEVEN						Continued...	
		49.17	ACCT 731347 5200 149TH LANE		135838	731347	9601.4651		WATER REVENUE	WATER FUND
		49.17								
121946	1/15/2026		122502 MEYER, JERRY							
		79.64	ACCT 723346 6450 153RD LANE NW		135839	723346	9601.4651		WATER REVENUE	WATER FUND
		79.64								
121947	1/15/2026		100887 MSSA							
		100.00	MEMEBERSHIP DUES S TURNER		136030	2026 MEMBERSHIP	0311.6335		TRAINING	STREET MAINTENANCE
		100.00								
121948	1/15/2026		122503 MURPHY, CASSIE AND THOMAS							
		1,004.52	ACCT 727332 5658 152ND LANE		135840	727332	9601.4651		WATER REVENUE	WATER FUND
		1,004.52								
121949	1/15/2026		116019 PARTNERS TITLE							
		293.97	ACCT 737138 15495 SODIUM ST		135841	737138	9601.4651		WATER REVENUE	WATER FUND
		293.97								
121950	1/15/2026		122505 POKELA, MARTI JEAN							
		70.72	ACCT 56914708 7025 156TH AVE		135842	56914708	9601.4651		WATER REVENUE	WATER FUND
		70.72								
121951	1/15/2026		122506 SFR ACQUISITIONS 2022 LLC							
		38.04	ACCT 736263 5160 149TH LANE		135843	736263	9601.4651		WATER REVENUE	WATER FUND
		38.04								
121952	1/15/2026		122507 STEWART, MONTE							
		47.44	ACCT 735735 6314 172ND LANE NW		135844	735735	9601.4651		WATER REVENUE	WATER FUND
		47.44								
121953	1/15/2026		122500 THE ANNE M MADISON LIVING TRUST							
		45.29	ACCT 47253742 16327 MARBLE ST		135837	47253742	9601.4651		WATER REVENUE	WATER FUND
		45.29								
121954	1/15/2026		115456 TITLESMART							
		70.18	ACCT 718786 5951 144TH CIR NW		135845	718786	9601.4651		WATER REVENUE	WATER FUND
		70.18								
121955	1/15/2026		117360 WATERMARK TITLE AGENCY							

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121955	1/15/2026		117360 WATERMARK TITLE AGENCY						Continued...	
		47.60	ACCT 48623879 7319 162ND LANE		135846	48623879	9601.4651		WATER REVENUE	WATER FUND
		47.60								
121956	1/15/2026		117360 WATERMARK TITLE AGENCY							
		50.28	ACCT 732718 6972 139TH AVE		135847	732718	9601.4651		WATER REVENUE	WATER FUND
		50.28								
121957	1/15/2026		122508 WENNDT, VERLYN							
		5.43	ACCT 63375348 5221 156TH LANE		135848	63375348	9601.4651		WATER REVENUE	WATER FUND
		5.43								
121958	1/15/2026		122509 WRAALSTAD, GREGORY AND YUAN, NING							
		325.44	ACCT 6915093 14390 QUICKSILVER		135849	6915093	9601.4651		WATER REVENUE	WATER FUND
		325.44								
1008995	1/9/2026		111610 A DYNAMIC DOOR CO. INC.							
		403.63	PAY VOIDED VCHR-PMT REJECTED		135734	22511251	0194.6489		OTHER CONTRACTED SERVICES	GENERAL GOVERNMENT BUILDING
		403.63								
1008996	1/9/2026		101209 A TOUCH OF MAGIC ENTERTAINMENT							
		558.00	DOWN PMT EXPO		135745	42526	9230.6249	00923001	MISCELLANEOUS OPERATING SUPPLY	ECONOMIC DEVELOPMENT AUTHO
		558.00								
1008997	1/9/2026		118118 BREITER, MICHAEL							
		27.30	1.19.25 ON CALL MILEAGE		135731	01082026	9601.6334		MILEAGE REIMBURSEMENT	WATER FUND
		27.30	1.20.25 ON CALL MILEAGE		135731	01082026	9601.6334		MILEAGE REIMBURSEMENT	WATER FUND
		27.30	11.22.25 ON CALL MILEAGE		135731	01082026	9601.6334		MILEAGE REIMBURSEMENT	WATER FUND
		27.30	1.20.25 ON CALL MILEAGE		135731	01082026	9605.6249		MISCELLANEOUS OPERATING SUPPLY	STORM WATER UTILITY
		109.20								
1008998	1/9/2026		122372 METROPOLITAN LIFE INS COMPANY							
		416.65	JAN 2026 VISION PREMIUMS		135750	5780421V JAN 2026	9101.2170		DENTAL/DISABILITY/LIFE	GENERAL FUND
		4,738.36	JAN 2026 DENTAL PREMIUMS		135751	5780421D JAN 2026	9101.2170		DENTAL/DISABILITY/LIFE	GENERAL FUND
		5,155.01								
1008999	1/9/2026		100351 NCPERS GROUP LIFE INS							
		352.00	JAN 2026 LIFE INS PREMIUMS		135753	704800012026	9101.2170		DENTAL/DISABILITY/LIFE	GENERAL FUND
		352.00								

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1008999	**1/9/2026**		**100351 NCPERS GROUP LIFE INS**						**Continued...**	
1009000	**1/9/2026**		**119638 O'REILLY AUTO PARTS**							
		.81-	EARLY PAY DISCOUNT		135755	6193-231510	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		40.43	#342 AIR FILTERS		135755	6193-231510	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		39.62								
1009001	**1/9/2026**		**111488 POPP.COM INC**							
		46.85	POPP COMM-CITY MONTHLY PHONE		135749	992903923 DEC 2025	0192.6321		TELEPHONE	DATA PROCESSING
		134.10	POPP-YOUTHFIRST-PHONE		135749	992903923 DEC 2025	9410.6315	00041012	MISCELLANEOUS PROFESSIONAL SERRALF FUNDED PROJECTS	
		180.95								
1009002	**1/9/2026**		**111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC**							
		52.95	PW FIRE PANEL MONT/TEST		135743	150-1681-4280 JAN 2026	0311.6489		OTHER CONTRACTED SERVICES	STREET MAINTENANCE
		52.95	FS#2 FIRE PANEL MONIT		135743	150-1681-4280 JAN 2026	0220.6489		OTHER CONTRACTED SERVICES	FIRE PROTECTION
		37.45	7550 SUNWOOD MONITORING		135743	150-1681-4280 JAN 2026	0194.6489		OTHER CONTRACTED SERVICES	GENERAL GOVERNMENT BUILDING
		36.90	PW MONITORING		135743	150-1681-4280 JAN 2026	0311.6489		OTHER CONTRACTED SERVICES	STREET MAINTENANCE
		48.95	RAMP FIRE PANEL TEST/MONIT		135743	150-1681-4280 JAN 2026	9240.6315		MISCELLANEOUS PROFESSIONAL SERPARKING RAMP MAINTENANCE	
		27.95	YOUTH FIRST FIRE PANEL MONIT		135743	150-1681-4280 JAN 2026	9410.6315	00041012	MISCELLANEOUS PROFESSIONAL SERRALF FUNDED PROJECTS	
		57.95	C/H FIRE PANEL MONITORING		135744	150-1681-6340 JAN 2026	0194.6489		OTHER CONTRACTED SERVICES	GENERAL GOVERNMENT BUILDING
		315.10								
1009030	**1/16/2026**		**119638 O'REILLY AUTO PARTS**							
		4.48-	EARLY PAY DISCOUNT		136032	6193-232010	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		245.99	POLICE #315		136032	6193-232010	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		22.00-	CORE RETURN		136033	6193-232167	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		.13-	EARLY PAY DISCOUNT		136034	6193-232210	9601.6249		MISCELLANEOUS OPERATING SUPPLY	WATER FUND
		6.49	PARTS		136034	6193-232210	9601.6249		MISCELLANEOUS OPERATING SUPPLY	WATER FUND
		.54-	EARLY PAY DISCOUNT		136035	6193-232082	9602.6257		OTHER VEHICLE PARTS	SEWER FUND
		26.97	JETTER TRUCK WASH EQUIP		136035	6193-232082	9602.6257		OTHER VEHICLE PARTS	SEWER FUND
		252.30								

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1009031	**1/16/2026**		**100510 VERIZON WIRELESS**						**Continued...**	
		45.12	DEC 2025 LIFT STATION #8 DATA		136031	6132415996 DEC 2025	9602.6323		CELLULAR PHONES	SEWER FUND
		4,437.48	STAFF CELL PHONES		136037	6133106965 DEC 2025	0192.6323		CELLULAR PHONES	DATA PROCESSING
		40.04	IPADS FOR FIRE INSPECTIONS		136037	6133106965 DEC 2025	0220.6249		MISCELLANEOUS OPERATING SUPPLY	FIRE PROTECTION
		20.02	RAMP ELEVATOR		136037	6133106965 DEC 2025	9240.6321		TELEPHONE	PARKING RAMP MAINTENANCE
		4,542.66								
1009032	**1/21/2026**		**100257 LAW ENFORCEMENT LABOR SRV INC**							
		1,058.50			135608	1231251308232	9101.2177		UNION DUES	GENERAL FUND
		1,058.50			135976	0113261627452	9101.2177		UNION DUES	GENERAL FUND
		2,117.00								
1009033	**1/21/2026**		**100298 MN AFSCME COUNCIL 5**							
		600.59			135609	1231251308233	9101.2177		UNION DUES	GENERAL FUND
		600.59			135977	0113261627453	9101.2177		UNION DUES	GENERAL FUND
		1,201.18								
94011626	**1/16/2026**		**122049 VOYA INSTITUTIONAL TRUST COMPANY**							
		15,853.52			135972	01132616274515	9101.2175		DEFERRED COMPENSATION	GENERAL FUND
		15,853.52								
95011626	**1/16/2026**		**122049 VOYA INSTITUTIONAL TRUST COMPANY**							
		21,940.49			135973	01132616274516	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		21,940.49								
96011626	**1/16/2026**		**107962 TOTAL ADMINISTRATIVE SERV (DO NOT USE)**							
		630.00			135969	01132616274512	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		630.00								
97011626	**1/16/2026**		**118579 ND CHILD SUPPORT DIVISION**							
		287.08			135971	01132616274514	9101.2185		GARNISHMENTS/SUPPORT	GENERAL FUND
		287.08								
98011626	**1/16/2026**		**115568 ALERUS FINANCIAL NA**							
		11,459.50			135970	01132616274513	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		11,459.50								

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99010926	**1/9/2026**		**107885 DEPARTMENT OF LABOR AND INDUSTRY**						**Continued...**	
		3,653.34	DECEMBER 2025 SURCHARGE		135729	010926	9101.2081		SURCHARGES-PERMITS	GENERAL FUND
		73.15-	DECEMBER 2025 SURCHARGE		135730	010926-2	9101.4604		SURCHARGES	GENERAL FUND
		3,580.19								
99011526	**1/15/2026**		**108768 COMDATA NETWORK INC**							
		239.20	PAYPAL - UAV COACH - DRONE INS		135933	DEC 2025 HINNENKAMP	0211.6335		TRAINING	POLICE PROTECTION
		33.79	CHIPOTLE - SWAT TRAINING		135933	DEC 2025 HINNENKAMP	0211.6331		TRAVEL & LODGING	POLICE PROTECTION
		100.00	TLO TRANSUNION - ONLINE INVEST		135934	DEC 2025 FRANKFURTH	0211.6315		MISCELLANEOUS PROFESSIONAL SER	POLICE PROTECTION
		98.25	ULINE - BOXES FOR EVIDENCE		135934	DEC 2025 FRANKFURTH	0211.6237		CRIME SCENE KIT MATERIALS	POLICE PROTECTION
		75.00	MACIA - MEMBERSHIP DUES		135934	DEC 2025 FRANKFURTH	9101.1550		PREPAID EXPENSE	GENERAL FUND
		50.00	MN LEAP- MEMBERSHIP - TORSETH		135935	DEC 2025 TORSETH	9101.1550		PREPAID EXPENSE	GENERAL FUND
		120.00	SECRETARY OF STATE-NOTARY FEE		135935	DEC 2025 TORSETH	9101.1550		PREPAID EXPENSE	GENERAL FUND
		250.83	GASOLINE FUEL		135936	DEC 2025 FIRE FUEL	0220.6223		GASOLINE	FIRE PROTECTION
		453.00	ANIMAL CARE-LEASHES/SLIP LEADS		135937	DEC 2025 DAHLBERG	0270.6281		SMALL TOOLS & MINOR EQUIPMENT	ANIMAL CONTROL
		375.00	INTERVET-UNIVERSAL READER		135937	DEC 2025 DAHLBERG	0270.6249		MISCELLANEOUS OPERATING SUPPLY	ANIMAL CONTROL
		40.00	TARGET-YOS TODD NELSON		135938	DEC 2025 SCHMITZ	0130.6249		MISCELLANEOUS OPERATING SUPPLY	ADMINISTRATION
		59.64	TARGET-YOS TODD NELSON		135938	DEC 2025 SCHMITZ	0130.6249		MISCELLANEOUS OPERATING SUPPLY	ADMINISTRATION
		175.00	ISA-MEMBERSHIP DUES RENEWAL		135939	DEC 2025 ANDERSON	9101.1550		PREPAID EXPENSE	GENERAL FUND
		500.00	FUSION-'26 CEAM CONF BRUCE		135940	DEC 2025 WESTBY	9101.1550		PREPAID EXPENSE	GENERAL FUND
		500.00	FUSION-'26 CEAM CONF JOE		135940	DEC 2025 WESTBY	9101.1550		PREPAID EXPENSE	GENERAL FUND
		125.00	FUSION-'26 CEAM DUES BRUCE		135940	DEC 2025 WESTBY	9101.1550		PREPAID EXPENSE	GENERAL FUND
		125.00	FUSION-'26 CEAM DUES JOE		135940	DEC 2025 WESTBY	9101.1550		PREPAID EXPENSE	GENERAL FUND
		165.00	UOFM-SWPPP DESIGN RECERT JOE		135940	DEC 2025 WESTBY	0301.6335		TRAINING	ENGINEERING
		250.00	EHLERS-2026 SEMINAR		135941	DEC 2025 HANSON	9101.1550		PREPAID EXPENSE	GENERAL FUND
		219.98	AMZN- UNIFORM DUTY SHIRTS		135942	DEC 2025 KOHNER	0220.6231		UNIFORMS & TURN-OUT GEAR	FIRE PROTECTION
		1,400.00	ICC-REG 3 TRAINING DR,TK,SW,AS		135943	DEC 2025 KNIGHT	9101.1550		PREPAID EXPENSE	GENERAL FUND
		180.00	10K LAKES ICC-2026 MEMBERSHIP		135943	DEC 2025 KNIGHT	9101.1550		PREPAID EXPENSE	GENERAL FUND

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99011526	1/15/2026		108768 COMDATA NETWORK INC						Continued...	
		340.00	MOWA - 2026 MEMBERSHIP		135943	DEC 2025 KNIGHT	9101.1550		PREPAID EXPENSE	GENERAL FUND
		200.00	10K LAKES ICC- TRAINING AS		135943	DEC 2025 KNIGHT	9101.1550		PREPAID EXPENSE	GENERAL FUND
		400.00	10K LAKES ICC- TRAINING DR,TK		135943	DEC 2025 KNIGHT	9101.1550		PREPAID EXPENSE	GENERAL FUND
		600.00	MOWA-2026 CONVENTION DR,TK		135943	DEC 2025 KNIGHT	9101.1550		PREPAID EXPENSE	GENERAL FUND
		1.79-	JIMMY JOHNS - CREDIT		135944	DEC 2025 SUFKA	0220.6249		MISCELLANEOUS OPERATING SUPPLY	FIRE PROTECTION
		44.73	JIMMY JOHNS- FOOD DURING INTER		135944	DEC 2025 SUFKA	0220.6249		MISCELLANEOUS OPERATING SUPPLY	FIRE PROTECTION
		5.19	ECM ANOKA UNION SUBSCRIPTION		135945	DEC 2025 SULLIVAN	9230.1550		PREPAID EXPENSE	ECONOMIC DEVELOPMENT AUTHO
		260.00	STAR TRIBUNE SUBSCRIPTION		135945	DEC 2025 SULLIVAN	9230.1550		PREPAID EXPENSE	ECONOMIC DEVELOPMENT AUTHO
		110.00	MN STATE COLLEGE- C LOE RECERT		135946	DEC 2025 TURNER	9101.1550		PREPAID EXPENSE	GENERAL FUND
		30.65	MSP COMM DECALS-DOT STICKERS		135946	DEC 2025 TURNER	9101.1550		PREPAID EXPENSE	GENERAL FUND
		10.00	GATEWAY GARAGE - PARKING FEE		135947	DEC 2025 RIVERBLOOD	0452.6249		MISCELLANEOUS OPERATING SUPPLY	PARK & RECREATION
		80.17	FACEBK - REC PROGRAM ADS		135948	DEC 2025 PROULX	0452.6489		OTHER CONTRACTED SERVICES	PARK & RECREATION
		7,613.64								
99011626	1/16/2026		100629 MN DEPT OF REV SALES TX							
		94.07	DEC 2025 SALES/USE/TRANS TAX		136102	01162026	9101.4305		RENTAL FEES	GENERAL FUND
		4.55	DEC 2025 SALES/USE/TRANS TAX		136102	01162026	9101.4328		ACCIDENT REPORTS	GENERAL FUND
		.23	DEC 2025 SALES/USE/TRANS TAX		136102	01162026	9101.4609		OTHER MISCELLANEOUS REVENUES	GENERAL FUND
		289.44	DEC 2025 SALES/USE/TRANS TAX		136102	01162026	9601.2082		SALES/USE TAX PAYABLE	WATER FUND
		8.23	DEC 2025 SALES/USE/TRANS TAX		136102	01162026	9601.2082		SALES/USE TAX PAYABLE	WATER FUND
		.29	DEC 2025 SALES/USE/TRANS TAX		136102	01162026	9601.2085		ANOKA COUNTY TRANSIT TAX .25%	WATER FUND
		.29	DEC 2025 SALES/USE/TRANS TAX		136102	01162026	9601.2086		METRO TAX HOUSING .25%	WATER FUND
		.90	DEC 2025 SALES/USE/TRANS TAX		136102	01162026	9601.2087		METRO TAX TRANSPORTATION .75%	WATER FUND
		398.00								
99158880	1/16/2026		100601 MN DEPT OF REV WH							
		423.31			135819	0112261257121	9101.2172		STATE WITHHOLDING	GENERAL FUND
		50.00			135927	011326717214	9101.2172		STATE WITHHOLDING	GENERAL FUND
		18,911.50			135982	0113261627458	9101.2172		STATE WITHHOLDING	GENERAL FUND
		19,384.81								
99260306	1/16/2026		100301 MN CHILD SUPPORT PAYMENT CNTR							
		16.00			135924	011326717211	9101.2185		GARNISHMENTS/SUPPORT	GENERAL FUND
		278.26			135978	0113261627454	9101.2185		GARNISHMENTS/SUPPORT	GENERAL FUND
		543.14			135979	0113261627455	9101.2185		GARNISHMENTS/SUPPORT	GENERAL FUND
		837.40								

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
99378682	**1/16/2026**		**101306 IRS**						**Continued...**	
		535.98			135820	0112261257122	9101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		2,082.64			135821	0112261257123	9101.2173		FICA & MEDICARE-EMPLOYEE	GENERAL FUND
		2,082.64			135822	0112261257124	9101.2182		FICA & MEDICARE-EMPLOYER	GENERAL FUND
		300.00			135928	011326717215	9101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		288.14			135929	011326717216	9101.2173		FICA & MEDICARE-EMPLOYEE	GENERAL FUND
		288.14			135930	011326717217	9101.2182		FICA & MEDICARE-EMPLOYER	GENERAL FUND
		22,755.98			135967	01132616274510	9101.2173		FICA & MEDICARE-EMPLOYEE	GENERAL FUND
		22,755.98			135968	01132616274511	9101.2182		FICA & MEDICARE-EMPLOYER	GENERAL FUND
		39,782.74			135983	0113261627459	9101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		90,872.24								
99833755	**1/16/2026**		**100398 PUBLIC EMPLOYEES RETIREMENT ASSN**							
		75.00			135925	011326717212	9101.2174		PERA-EMPLOYEE	GENERAL FUND
		75.00			135926	011326717213	9101.2183		PERA-EMPLOYER	GENERAL FUND
		35,911.93			135980	0113261627456	9101.2174		PERA-EMPLOYEE	GENERAL FUND
		47,734.49			135981	0113261627457	9101.2183		PERA-EMPLOYER	GENERAL FUND
		83,796.42								
99858663	**1/16/2026**		**100223 ICMA RETIREMENT TRUST 457**							
		1,955.04			135966	0113261627451	9101.2175		DEFERRED COMPENSATION	GENERAL FUND
		1,955.04								
		492,930.37	Grand Total							

Payment Instrument Totals

Checks	219,095.39
EFT Payments	258,608.33
A/P ACH Payment	15,226.65
Total Payments	492,930.37

Payment Group Control Number 4132
Bank Account 999.1010 CASH IN BANK 00002224
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Originator JMORRISON
Payment Instrument Check Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
122371	A.C. CARLSON APPLIANCES		PV	136072	001	00999	11/12/2025	043510	959.00		122371	A.C. CARLSON APPLIANCES
	A.C. CARLSON APPLIANCES 8901 BASS LAKE ROAD NEW HOPE MN 55428							Summary Total	959.00			
								Payment Amount	959.00			
107485	ALEXANDRA HOUSE INC		PV	135781	001	00999	1/1/2026	257374	5,000.00		107485	ALEXANDRA HOUSE INC
	ALEXANDRA HOUSE INC 10065 3RD STREET NE BLAINE MN 55434							Summary Total	5,000.00			
								Payment Amount	5,000.00			
121025	ALPHA TRAINING AND TACTICS LLC		PV	136066	001	00999	1/8/2026	2026-0003	261.70		121025	ALPHA TRAINING AND TACTICS LLC
	ALPHA TRAINING AND TACTICS LLC 15247 61ST STREET NE SPICER MN 56288							Summary Total	261.70			
								Payment Amount	261.70			
100021	AMERICAN PUBLIC WORKS ASSN (APWA)		PV	136025	001	00999	1/1/2026	000913254	315.00		100021	AMERICAN PUBLIC WORKS ASSN (APWA)
	AMERICAN PUBLIC WORKS ASSN PO BOX 7411530 CHICAGO IL 60674-1530							Summary Total	315.00			
								Payment Amount	315.00			

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Payment Instrument Check Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
102953	AMERIGAS OF ANOKA		PV	135985	001	00999	12/31/2025	806397091	101.48		102953	AMERIGAS OF ANOKA
	AMERIGAS OF ANOKA P O BOX 660288 DALLAS TX 75266-0288			Summary Total					101.48			
				Payment Amount					101.48			
100036	ANOKA COUNTY CHIEFS OF POLICE ASSN		PV	136062	001	00999	1/7/2026	01072026	72.00		100036	ANOKA COUNTY CHIEFS OF POLICE ASSN
	ANOKA COUNTY CHIEFS OF POLICE ASSN ATTN KELLY WELLMAN 13301 HANSON BLVD NW ANDOVER MN 55304			Summary Total					72.00			
				Payment Amount					72.00			
100040	ANOKA COUNTY FIRE PROTECTION COUNCIL		PV	135794	001	00999	1/1/2026	415	900.00		100040	ANOKA COUNTY FIRE PROTECTION COUNCIL
	ANOKA COUNTY FIRE PROTECTION COUNCIL 1710 COUNTY HIGHWAY 10 SPRING LAKE PARK MN 55432			Summary Total					900.00			
				Payment Amount					900.00			
100046	ANOKA COUNTY SHERIFF'S OFFICE		PV	136060	001	00999	12/30/2025	12302025	7,500.00		100046	ANOKA COUNTY SHERIFF'S OFFICE
	ANOKA COUNTY SHERIFF'S OFFICE 13301 HANSON BLVD NW ANDOVER MN 55304			Summary Total					7,500.00			
				Payment Amount					7,500.00			

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Bank Account 999.1010 CASH IN BANK 00002224
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Payment Instrument Check Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
100046	ANOKA COUNTY SHERIFF'S OFFICE		PV	136064	001	00999	12/15/2025	12152025	1,100.00		100046	ANOKA COUNTY SHERIFF'S OFFICE
	ANOKA COUNTY SHERIFF'S OFFICE 13301 HANSON BLVD NW ANDOVER MN 55304			Summary Total					1,100.00			
				Payment Amount					1,100.00			
100052	ANOKA POLICE DEPARTMENT	December Usage	PV	136069	001	00999	1/12/2026	12 2025	100.00		100052	ANOKA POLICE DEPARTMENT
	ANOKA POLICE DEPARTMENT 275 HARRISON STREET ANOKA MN 55303			Summary Total					100.00			
				Payment Amount					100.00			
122520	ARTWORKS UNLIMITED LLC, THE		PV	136136	001	00999	1/15/2026	988594	387.00		122520	ARTWORKS UNLIMITED LLC, THE
	THE ARTWORKS UNLIMITED LLC 3771 REVERE ST DENVER CO 80239			Summary Total					387.00			
				Payment Amount					387.00			
100063	ASPEN MILLS		PV	135790	001	00999	12/31/2025	367992	79.99		100063	ASPEN MILLS
	ASPEN MILLS 8201 C CENTRAL AVE NE SPRING LAKE PARK MN 55432			Summary Total					79.99			
			PV	135799	001	00999	1/5/2026	368142	421.15			
				Summary Total					421.15			
			PV	136050	001	00999	1/13/2026	368645	390.47			

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Payment Instrument Check Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
				Summary Total					390.47			
			PV	136051	001	00999	1/13/2026	368630	229.94			
				Summary Total					229.94			
			PV	136063	001	00999	1/8/2026	368447	169.98			
				Summary Total					169.98			
			PV	136083	001	00999	1/13/2026	368631	98.55			
				Summary Total					98.55			
				Payment Amount					1,390.08			
119136	BERGLUND, BAUMGARTNER AND GLASER, LLC		PV	135813	001	00999	1/7/2026	RAMSEY2.05 1.7.26	990.00		119136	BERGLUND, BAUMGARTNER AND GLASER, LLC
	BERGLUND, BAUMGARTNER & GLASER, LLC 2140 4TH AVENUE N ANOKA MN 55303			Summary Total					990.00			
				Payment Amount					990.00			
122494	BLUEPEARL VETERINARY		PV	136084	001	00999	1/14/2026	526926	456.32		122494	BLUEPEARL VETERINAF
	BLUEPEARL VETERINARY 1285 GREY FOX ROAD ARDEN HILLS MN 55112			Summary Total					456.32			
				Payment Amount					456.32			
100167	CORNERSTONE FORD	EP DISCOUNT TAKEN	PV	135788	001	00999	1/6/2026	16483973/1	183.12		100167	CORNERSTONE FORD
	CORNERSTONE FORD 17219 HIGHWAY 10 NW PO BOX 304			Summary Total					183.12			

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Payment Instrument Check Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	ELK RIVER MN 55330											
				Payment Amount					183.12			
112411	COUNTRY SIDE SERVICES OF MN INC		PV	136002	001	00999	1/6/2026	1-114571	104.19		112411	COUNTRY SIDE SERVICES OF MN INC
	COUNTRY SIDE SERVICES OF MN INC 6228 HIGHWAY 10 NW RAMSEY MN 55303			Summary Total					104.19			
				Payment Amount					104.19			
121696	CTK GROUP, THE		PV	135808	001	00999	11/19/2025	4598	500.00		121696	CTK GROUP, THE
	THE CTK GROUP PO BOX 473 CLEAR LAKE IA 50428			Summary Total					500.00			
			PV	135810	001	00999	11/19/2025	4599	500.00			
				Summary Total					500.00			
				Payment Amount					1,000.00			
118611	DELTA MOD TECH	2-1-26	PV	136134	001	00999	1/16/2026	TIF 1-17 NOTE	66,562.88		118611	DELTA MOD TECH
	DELTA MOD TECH ATTEN: TOBY FUERST 8445 BUNKER LAKE BLVD NW RAMSEY MN 55303			Summary Total					66,562.88			
				Payment Amount					66,562.88			
110760	FIRE SAFETY USA, INC		PV	136137	001	00999	1/16/2026	251666	438.75		110760	FIRE SAFETY USA, INC
	FIRE SAFETY USA, INC 3253 19TH STREET NW			Summary Total					438.75			

Payment Group Control Number 4132
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JMORRISON
Payment Instrument Check Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	ROCHESTER MN 55901											
				Payment Amount					438.75			
120442	GOLIATH TOOLS		PV	135989	001	00999	12/19/2025	24038	35.95		120442	GOLIATH TOOLS
	GOLIATH TOOLS			Summary Total					35.95			
	1434 - 138TH LANE NW		PV	136023	001	00999	1/9/2026	24506	114.80			
	ANDOVER MN 55304			Summary Total					114.80			
				Payment Amount					150.75			
109910	GREAT NORTHERN LANDSCAPE INC		PV	136127	001	00999	10/16/2025	16360	8,031.00		109910	GREAT NORTHERN LANDSCAPE INC
	GREAT NORTHERN LANDSCAPE INC			Summary Total					8,031.00			
	19720 IGUANA STREET NW											
	ELK RIVER MN 55330											
				Payment Amount					8,031.00			
117332	HEARTLAND TIRE INC		PV	136022	001	00999	1/6/2026	9051164	105.62		117332	HEARTLAND TIRE INC
	HEARTLAND TIRE INC			Summary Total					105.62			
	7151 RIVERDALE DRIVE NW											
	RAMSEY MN 55303											
				Payment Amount					105.62			
117451	INKY ELF LLC		PV	136052	001	00999	1/6/2026	14764	114.90		117451	INKY ELF LLC
	INKY ELF LLC			Summary Total					114.90			
	P O BOX 819		PV	136070	001	00999	1/12/2026	14778	983.97			
	ANOKA MN 55303			Summary Total					983.97			

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Originator JMORRISON
Payment Instrument Check Payment
Pay Through Date 1/28/2026

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
			PV	136079	001	00999	1/12/2026	14777	190.00			
				Summary Total					190.00			
				Payment Amount					1,288.87			
120359	LANGUAGE LINE SERVICES INC		PV	135800	001	00999	12/31/2025	11815726	32.96		120359	LANGUAGE LINE SERVICES INC
	LANGUAGE LINE SERVICES INC PO BOX 202564 DALLAS TX 75320-2564			Summary Total					32.96			
				Payment Amount					32.96			
100256	LANO EQUIPMENT INC		PV	136006	001	00999	1/5/2026	01-1210016	72.74		100256	LANO EQUIPMENT INC
	LANO EQUIPMENT INC 6140 HIGHWAY 10 NW ANOKA MN 55303			Summary Total					72.74			
			PV	136043	001	00999	1/9/2026	02-1211061	111.70			
				Summary Total					111.70			
			PV	136088	001	00999	1/12/2026	02-1211440	250.43			
				Summary Total					250.43			
			PV	136098	001	00999	1/14/2026	02-1211977	152.14			
				Summary Total					152.14			
				Payment Amount					587.01			
100259	LEAGUE OF MN CITIES INS TRUST		PV	135993	001	00999	1/5/2026	40002633 WC 2026	272,154.00		100259	LEAGUE OF MN CITIES INS TRUST
	LEAGUE OF MN CITIES INS TRUST C/O BERKLEY RISK SERVICES INC P O BOX 581517			Summary Total					272,154.00			

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Originator JMORRISON
Payment Instrument Check Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	MINNEAPOLIS MN 55458-1517											
				Payment Amount					272,154.00			
100259	LEAGUE OF MN CITIES INS TRUST		PV	136046	001	00999	1/2/2026	25614	1,430.42		100259	LEAGUE OF MN CITIES INS TRUST
	LEAGUE OF MN CITIES INS TRUST			Summary Total					1,430.42			
	C/O BERKLEY RISK SERVICES INC											
	P O BOX 581517											
	MINNEAPOLIS MN 55458-1517											
				Payment Amount					1,430.42			
100268	LRRWMO CITY OF ANOKA		PV	135991	001	00999	12/31/2025	769	143.00		100268	LRRWMO CITY OF ANOK
	LRRWMO CITY OF ANOKA			Summary Total					143.00			
	2015 FIRST AVENUE											
	ANOKA MN 55303											
				Payment Amount					143.00			
100270	MACQUEEN		PV	135798	001	00999	11/21/2025	DL103025-20	190.67		100270	MACQUEEN
	MACQUEEN			Summary Total					190.67			
	1125 7TH STREET E		PV	136019	001	00999	1/7/2026	P69520	108.43			
	ST PAUL MN 55106			Summary Total					108.43			
			PV	136087	001	00999	1/13/2026	P69605	738.99			
				Summary Total					738.99			
			PV	136093	001	00999	1/14/2026	P69631	748.49			
				Summary Total					748.49			
				Payment Amount					1,786.58			

Payment Group Control Number 4132
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JMORRISON
Payment Instrument Check Payment
Pay Through Date 1/28/2026

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
102219	MAGNEY CONSTRUCTION, INC	PAY APP 31 #21-09 WTP	PV	136125	001	09601	1/21/2026	21-09 #31	402,962.61		102219	MAGNEY CONSTRUCTIC INC
	MAGNEY CONSTRUCTION, INC 1401 PARK ROAD CHANHASSEN MN 55317			Summary Total					402,962.61			
				Payment Amount					402,962.61			
118388	MITCHELL 1		PV	135996	001	00999	12/21/2025	ML-00825456	80.00		118388	MITCHELL 1
	MITCHELL 1 25029 NETWORK PLACE CHICAGO IL 60673-1250			Summary Total					80.00			
				Payment Amount					80.00			
100326	MN CHIEFS OF POLICE ASSN		PV	135809	001	00999	1/1/2026	22524	225.00		100326	MN CHIEFS OF POLICE ASSN
	MN CHIEFS OF POLICE ASSN 803 OLD HIGHWAY 8 NW STE 1			Summary Total					225.00			
			PV	135811	001	00999	1/1/2026	22271	513.00			
	NEW BRIGHTON MN 55112			Summary Total					513.00			
			PV	135812	001	00999	1/1/2026	22490	225.00			
				Summary Total					225.00			
			PV	136081	001	00999	1/14/2026	22941	1,755.00			
				Summary Total					1,755.00			
			PV	136082	001	00999	1/14/2026	22942	3,475.00			
				Summary Total					3,475.00			
				Payment Amount								

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Payment Instrument Check Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
									6,193.00			
111815	MN LAW ENFORCEMENT EXPLORER ASSOC/ MLEEA		PV	136071	001	00999	1/12/2026	5921	150.00		111815	MN LAW ENFORCEMENT EXPLORER ASSOC/ MLEEA
	MLEEA STATE CONFERENCE COMMITTEE 5115 EXCELSIOR BOULEVARD #310 ST LOUIS PARK MN 55416			Summary Total					150.00			
				Payment Amount					150.00			
100309	MN MAYORS ASSN		PV	135779	001	00999	1/1/2026	01012026	30.00		100309	MN MAYORS ASSN
	MN MAYORS ASSN/LEAGUE OF MN CITIES C/O LEAGUE OF MN CITIES 145 UNIVERSITY AVENUE WEST ST PAUL MN 55103-2044			Summary Total					30.00			
				Payment Amount					30.00			
122513	MUELLER INC		PV	136075	001	00999	1/13/2026	00110862	550.00		122513	MUELLER INC
	MUELLER INC 2422 EAST HENNEPIN AVE MINNEAPOLIS MN 55413			Summary Total					550.00			
				Payment Amount					550.00			
115543	NATURAL ENDEAVORS LANDSCAPING INC	6701 Hwy 10 Prop Mgmt - Snow	PV	135797	001	00999	1/1/2026	2025 DEC 2025	1,100.00		115543	NATURAL ENDEAVORS LANDSCAPING INC
	NATURAL ENDEAVORS LANDSCAPING INC			Summary Total					1,100.00			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	2662 S COON CREEK DRIVE NW ANDOVER MN 55304											
				Payment Amount					1,100.00			
120078	NORTH CENTRAL INTERNATIONAL LLC		PV	135986	001	00999	12/12/2025	X225045197:01	2,007.69		120078	NORTH CENTRAL INTERNATIONAL LLC
	NORTH CENTRAL INTERNATIONAL LLC PO BOX 993 WILMAR MN 56201											
				Summary Total					2,007.69			
				Payment Amount					2,007.69			
119274	NORTH COUNTRY CHEVROLET BUICK GMC		PV	136067	001	00999	1/7/2026	RAMSEYCI26-101	53,855.08		119274	NORTH COUNTRY CHEVROLET BUICK GM(
	NORTH COUNTRY CHEVROLET BUICK GMC 1502 E HOWARD STREET HIBBING MN 55746											
				Summary Total					53,855.08			
				Payment Amount					53,855.08			
100360	NORTH STAR TOWING INC		PV	136061	001	00999	12/6/2025	102095	430.00		100360	NORTH STAR TOWING INC
	NORTH STAR TOWING INC 833 NORTH STREET ANOKA MN 55303											
				Summary Total					430.00			
				Payment Amount					430.00			
119299	OPPIDAN	2-1-26	PV	136132	001	00999	1/16/2026	TIF 1-18 NOTE	121,200.28		119299	OPPIDAN
	OPPIDAN											
				Summary Total					121,200.28			

Payment Group Control Number 4132
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JMORRISON
Payment Instrument Check Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	400 WATER STREET SUITE 200 EXCELSIOR MN 55331											
								Payment Amount	121,200.28			
120765	PLAN IT SOFTWARE LLC	Inv #Plan 2323	PV	135766	001	00999	1/2/2026	PLAN-2323	4,200.00		120765	PLAN IT SOFTWARE LLC
	PLAN IT SOFTWARE LLC PO BOX 148 LOCKBOX 121880-0166 SARTELL MN 56377							Summary Total	4,200.00			
								Payment Amount	4,200.00			
112959	PREMIUM WATERS INC		PV	135786	001	00999	12/31/2025	621332-12-25	37.17		112959	PREMIUM WATERS INC
	PREMIUM WATERS INC P O BOX 9128 MINNEAPOLIS MN 55480-9128							Summary Total	37.17			
			PV	135787	001	00999	12/31/2025	621331-12-25	86.40			
								Summary Total	86.40			
								Payment Amount	123.57			
114811	RESIDENCE AT THE COR APARTMENTS LLC		PV	136133	001	00999	1/16/2026	TIF V7 NOTE	193,974.08		114811	RESIDENCE AT THE COR APARTMENTS LLC
	RESIDENCE AT THE COR APARTMENTS LLC C/O WEIDNER APARTMENT HOMES 9757 NE JUANITA DRIVE SUITE 300 KIRKLAND WA 98034							Summary Total	193,974.08			
								Payment Amount	193,974.08			
116804	SAFEASSURE CONSULTANTS INC		PV	136045	001	00999	1/2/2026	3956	9,996.17		116804	SAFEASSURE CONSULTANTS INC

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Bank Account 999.1010 CASH IN BANK 00002224
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Payment Instrument Check Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	SAFEASSURE CONSULTANTS INC 7505 93RD AVENUE NE SPICER MN 56288			Summary Total					9,996.17			
				Payment Amount					9,996.17			
120063	SKYLINE GRAPHICS		PV	135776	001	00999	12/29/2025	036596	7,225.00		120063	SKYLINE GRAPHICS
	SKYLINE GRAPHICS 1101 ALDRICH AVE N MINNEAPOLIS MN 55411			Summary Total					7,225.00			
				Payment Amount					7,225.00			
115336	SPECTRUM COMMUNICATIONS		PV	136068	001	00999	12/1/2025	26565	5,977.75		115336	SPECTRUM COMMUNICATIONS
	SPECTRUM COMMUNICATIONS 80 N DELL AVE UNIT 12 KENVIL NJ 07847			Summary Total					5,977.75			
				Payment Amount					5,977.75			
122288	SQUEEGEE AND ME		PV	136044	001	00999	1/13/2026	2156	3,037.50		122288	SQUEEGEE AND ME
	SQUEEGEE & ME PO BOX 291 SPICER MN 56288			Summary Total					3,037.50			
				Payment Amount					3,037.50			
115605	T MOBILE USA INC		PV	136058	001	00999	12/20/2025	L2512200175	50.00		115605	T MOBILE USA INC
	T MOBILE USA INC ATTN LEGAL & EMRGENCY			Summary Total					50.00			
			PV	136059	001	00999	12/20/2025	L2512200218	50.00			

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Payment Instrument Check Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	RESPONSE FINANCE											
	PO BOX 84445 SEATTLE WA 98124-5745			Summary Total					50.00			
				Payment Amount					100.00			
122366	TRANSWEST TRUCKS		PV	136000	001	00999	1/6/2026	900S12388	503.25		122366	TRANSWEST TRUCKS
	BOYER TRUCKS - MOBILE A TRANSWEST COMPANY PO BOX 335 BRIGHTON CO 80601			Summary Total					503.25			
				Payment Amount					503.25			
113539	WINSUPPLY TWIN CITIES MN CO.	EP DISCOUNT TAKEN	PV	135992	001	00999	1/7/2026	173135 01	12.07		113539	WINSUPPLY TWIN CITIES MN CO.
	WINSUPPLY TWIN CITIES MN CO. 13930 RADIUM STREET NW RAMSEY MN 55303			Summary Total					12.07			
				Payment Amount					12.07			
				Total Amount to be Processed					1,187,239.78			
				Total Number of Payments to be Processed					50			

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Bank Account 999.1010 CASH IN BANK 00002224
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Payment Instrument T A/P ACH Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
111385	ACHIEVE SERVICES INC		PV	136048	001	00999	1/8/2026	40395	65.80		111385	ACHIEVE SERVICES INC
	ACHIEVE SERVICES INC 1201 89TH AVENUE NE BLAINE MN 55434			Summary Total					65.80			
				Payment Amount					65.80			
119144	ADVANCED ENGINEERING AND ENV SERV (AE2S)		PV	136142	001	00999	1/13/2026	108254	27,637.43		119144	ADVANCED ENGINEERIN AND ENV SERV (AE2S)
	ADVANCED ENGINEERING AND ENV SERV 4050 GARDEN VIEW DRIVE STE 200 GRAND FORKS ND 58201			Summary Total					27,637.43			
				Payment Amount					27,637.43			
100017	AIRGAS USA, LLC		PV	136152	001	00999	1/15/2026	9168396809	261.19		100017	AIRGAS USA, LLC
	AIRGAS USA LLC P O BOX 734445 CHICAGO IL 60673-4445			Summary Total					261.19			
				Payment Amount					261.19			
117343	AMAZON CAPITAL SERVICES INC	Phone Screen Protector	PV	135767	001	00999	1/5/2026	1CFT-VTJM-DC4D	36.97		117343	AMAZON CAPITAL SERVICES INC
	AMAZON CAPITAL SERVICES INC PO BOX 035184 SEATTLE WA 98124-5184			Summary Total					36.97			
			PV	135783	001	00999	1/5/2026	1WFD-9XG1-DYJN	39.96			
				Summary Total					39.96			
			PV	135785	001	00999	1/5/2026	1N6T-YNVG-F1CK	91.05			
				Summary Total					91.05			
			PV	135801	001	00999	1/5/2026	1CFT-VTJM-FRJY	94.58			

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Payment Instrument T A/P ACH Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
				Summary Total					94.58			
			PV	135802	001	00999	1/5/2026	1L3W-L1TF-CHYL	336.00			
				Summary Total					336.00			
			PV	135987	001	00999	1/5/2026	1CFT-VTJM-CMK7	23.92			
				Summary Total					23.92			
				Payment Amount					622.48			
109256	AMERICAN ENGINEERING TESTING INC		PV	135990	001	00999	1/9/2026	PJI-083561	1,241.00		109256	AMERICAN ENGINEERIN TESTING INC
	AMERICAN ENGINEERING TESTING INC LOCKBOX 170023 PO BOX 1691 MINNEAPOLIS MN 55480-1691			Summary Total					1,241.00			
			PV	136041	001	00999	1/12/2026	PJI-083582	2,556.50			
				Summary Total					2,556.50			
			PV	136042	001	00999	1/12/2026	PJI-083578	738.00			
				Summary Total					738.00			
			PV	136126	001	00999	1/12/2026	PJI-083593	701.50			
				Summary Total					701.50			
				Payment Amount					5,237.00			
107587	ANOKA COUNTY TREASURY DEPARTMENT		PV	136020	001	00999	1/5/2026	CINV-00007524	100.00		107587	ANOKA COUNTY TREASURY DEPARTMEN
	ANOKA COUNTY TREASURY DEPARTMENT 2100 3RD AVE STE 300 ANOKA MN 55303-5029			Summary Total					100.00			
			PV	136092	001	00999	1/7/2026	CINV-00007545	10,000.00			
				Summary Total					10,000.00			
				Payment Amount					10,100.00			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
116015	AXON ENTERPRISE INC		PV	135803	001	00999	1/1/2026	INUS411488	2,141.29		116015	AXON ENTERPRISE INC
	AXON ENTERPRISE INC DEPT 2018-PO BOX 29661 PHOENIX AZ 85038			Summary Total					2,141.29			
				Payment Amount					2,141.29			
106346	BAUER BUILT INCORPORATED		PV	136016	001	00999	1/8/2026	940127810	210.00		106346	BAUER BUILT INCORPORATED
	BAUER BUILT INCORPORATED 8270 W 35W SERVICE DR NE BLAINE MN 55449			Summary Total					210.00			
				Payment Amount					210.00			
108513	BLAINE LOCK AND SAFE INC		PV	135994	001	00999	1/8/2026	34299	207.50		108513	BLAINE LOCK AND SAFE INC
	BLAINE LOCK AND SAFE INC 10136 SUNSET AVENUE BLAINE MN 55014			Summary Total					207.50			
				Payment Amount					207.50			
116845	CADY BUSINESS TECHNOLOGIES INC		PV	135784	001	00999	1/1/2026	116189	422.05		116845	CADY BUSINESS TECHNOLOGIES INC
	CADY BUSINESS TECHNOLOGIES INC 3030 HARBOR LANE SUITE 104 PLYMOUTH MN 55447			Summary Total					422.05			
				Payment Amount					422.05			

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Payment Instrument T A/P ACH Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
116439	CANTEEN REFRESHMENT SERVICES		PV	135777	001	00999	1/5/2026	MSP150684	210.99		116439	CANTEEN REFRESHMEI SERVICES
	CANTEEN REFRESHMENT SERVICES			Summary Total					210.99			
	P O BOX 91337		PV	135778	001	00999	1/5/2026	MSP148938	179.21			
	CHICAGO IL 60693-1337			Summary Total					179.21			
				Payment Amount					390.20			
112019	CENTRAL HYDRAULICS INC		PV	136091	001	00999	1/12/2026	00663753	841.89		112019	CENTRAL HYDRAULICS INC
	CENTRAL HYDRAULICS INC 7245 OLD HWY 52 ST CLOUD MN 56303			Summary Total					841.89			
				Payment Amount					841.89			
116197	CINTAS CORPORATION		PV	135815	001	00999	1/9/2026	4255895442	64.35		116197	CINTAS CORPORATION
	CINTAS CORPORATION			Summary Total					64.35			
	CINTAS LOC #4K		PV	135988	001	00999	12/31/2025	4254938707	48.96			
	P O BOX 650838			Summary Total					48.96			
	DALLAS TX 75265-0838		PV	136012	001	00999	1/8/2026	4255755261	120.96			
				Summary Total					120.96			
			PV	136151	001	00999	1/15/2026	4256495774	48.96			
				Summary Total					48.96			
				Payment Amount					283.23			
115896	CIVICPLUS LLC		PV	135814	001	00999	1/1/2026	359200	7,056.00		115896	CIVICPLUS LLC
	CIVIC PLUS LLC			Summary Total					7,056.00			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	P O BOX 1572		PV	136053	001	00999	1/1/2026	355702	6,020.61			
	MANHATTAN KS 66505			Summary Total					6,020.61			
				Payment Amount					13,076.61			
113306	DEFINITIVE TECHNOLOGY SOLUTIONS INC		PV	136057	001	00999	1/14/2026	INV305187	60.50		113306	DEFINITIVE TECHNOLOGY SOLUTIO INC
	DEFINITIVE TECHNOLOGY SOLUTIONS INC 9401 JAMES AVENUE SOUTH SUITE 162 BLOOMINGTON MN 55431-2549			Summary Total					60.50			
				Payment Amount					60.50			
100144	DEHN OIL COMPANY		PV	135997	001	00999	1/5/2026	121376	1,996.10		100144	DEHN OIL COMPANY
	DEHN OIL COMPANY 6735 141ST AVENUE NW			Summary Total					1,996.10			
			PV	135998	001	00999	1/5/2026	121377	2,490.35			
	RAMSEY MN 55303			Summary Total					2,490.35			
			PV	136013	001	00999	1/9/2026	25253416	430.15			
				Summary Total					430.15			
			PV	136014	001	00999	1/8/2026	25253371	2,820.49			
				Summary Total					2,820.49			
			PV	136094	001	00999	1/13/2026	121442	2,092.40			
				Summary Total					2,092.40			
			PV	136095	001	00999	1/13/2026	121446	2,533.30			
				Summary Total					2,533.30			
			PV	136099	001	00999	1/13/2026	25253666	147.56			
				Summary Total					147.56			

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
				Payment Amount					12,510.35			
111093	DOUGLAS KERR UNDERGROUND LLC	PAY APP #6 24-13 FOX RIDGE EST	PV	136124	001	09435	1/21/2026	24-13 #6	20,928.99		111093	DOUGLAS KERR UNDERGROUND LLC
	DOUGLAS KERR UNDERGROUND LLC PO BOX 85 MORA MN 55051			Summary Total					20,928.99			
				Payment Amount					20,928.99			
118116	DTN LLC		PV	136010	001	00999	1/1/2026	210-00255073	521.49		118116	DTN LLC
	DTN LLC 18205 CAPITOL AVENUE SUITE 100 OMAHA NE 68022			Summary Total					521.49			
				Payment Amount					521.49			
116175	ECKBERG LAMMERS ATTORNEYS AT LAW	Inv 12 2025	PV	135764	001	00999	12/31/2025	12 2025	6,686.17		116175	ECKBERG LAMMERS ATTORNEYS AT LAW
	ECKBERG LAMMERS ATTORNEYS AT LAW			Summary Total					6,686.17			
	1809 NORTHWESTERN AVENUE	Inv #50239	PV	136101	001	00999	12/31/2025	50239	11,010.00			
	STILLWATER MN 55082			Summary Total					11,010.00			
				Payment Amount					17,696.17			
100143	FERGUSON WATERWORKS # 2518		PV	135774	001	00999	12/30/2025	0560225	79.76		100143	FERGUSON WATERWOF # 2518
	FERGUSON WATERWORKS 2516			Summary Total					79.76			

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	P O BOX 802817		PV	136027	001	00999	1/8/2026	0560409	25.06			
	CHICAGO IL 60680-2817			Summary Total					25.06			
			PV	136078	001	00999	1/12/2026	0560368	40.08			
				Summary Total					40.08			
			PV	136080	001	00999	1/8/2026	0560006	109,500.00			
				Summary Total					109,500.00			
			PV	136140	001	00999	1/14/2026	0560547	3,874.58			
				Summary Total					3,874.58			
			PV	136141	001	00999	1/14/2026	0559636	171.40			
				Summary Total					171.40			
				Payment Amount					113,690.88			
106428	FORCE AMERICA INC		PV	136096	001	00999	1/14/2026	IN001-2128204	423.63		106428	FORCE AMERICA INC
	FORCE AMERICA INC 501 EAST CLIFF ROAD SUITE 100 BURNSVILLE MN 55337			Summary Total					423.63			
				Payment Amount					423.63			
100200	GOPHER STATE ONE CALL INC		PV	135769	001	00999	12/31/2025	5120702	135.00		100200	GOPHER STATE ONE CALL INC
	GOPHER STATE ONE CALL 7223 PARKWAY DRIVE SUITE 210 HANOVER MD 21076-1317			Summary Total					135.00			
				Payment Amount					135.00			
100204	GRAFIX SHOPPE		PV	136135	001	00999	1/15/2026	168844	840.00		100204	GRAFIX SHOPPE

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	GRAFIX SHOPPE			Summary Total					840.00			
	3225 NEIL ARMSTRONG BLVD STE 600											
	EAGAN MN 55121											
				Payment Amount					840.00			
100650	GRAINGER		PV	136026	001	00999	1/8/2026	9764631264	25.12		100650	GRAINGER
	GRAINGER INC			Summary Total					25.12			
	DEPT. 806511127											
	PALATINE IL 60038-0001											
				Payment Amount					25.12			
112564	GROUP HEALTH INC WORKSITE		PV	136056	001	00999	1/11/2026	7140063	190.40		112564	GROUP HEALTH INC WORKSITE
	GROUP HEALTH INC WORKSITE			Summary Total					190.40			
	M.S. # 21109A P O BOX 1309											
	MINNEAPOLIS MN 55440-1309											
				Payment Amount					190.40			
100211	HAWKINS INC		PV	135771	001	00999	1/6/2026	7298939	2,019.46		100211	HAWKINS INC
	HAWKINS INC			Summary Total					2,019.46			
	P O BOX 860263		PV	135773	001	00999	12/31/2025	7297101	14,473.10			
	MINNEAPOLIS MN 55486-0263			Summary Total					14,473.10			
			PV	136076	001	00999	1/13/2026	7305202	1,924.65			
				Summary Total					1,924.65			
			PV	136139	001	00999	1/15/2026	7307171	70.00			
				Summary Total					70.00			
				Payment Amount								

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									18,487.21			
119617	HIRSHFIELD'S		PV	135796	001	00999	1/6/2026	22197090	63.99		119617	HIRSHFIELD'S
	HIRSHFIELD'S 725 2ND AVENUE N MINNEAPOLIS MN 55405			Summary Total					63.99			
				Payment Amount					63.99			
112160	HOLIDAY COMPANIES		PV	135805	001	00999	1/1/2026	046801012600	211.50		112160	HOLIDAY COMPANIES
	HOLIDAY COMPANIES 6000 CLEARWATER DR STE 300 MINNETONKA MN 55343			Summary Total					211.50			
				Payment Amount					211.50			
104027	INK WIZARDS INC		PV	135789	001	00999	1/5/2026	12738	337.00		104027	INK WIZARDS INC
	INK WIZARDS INC 9958 HIGHWAY 10 NW ELK RIVER MN 55330			Summary Total					337.00			
			PV	136065	001	00999	1/8/2026	12759	92.80			
				Summary Total					92.80			
				Payment Amount					429.80			
112475	INNOVATIVE OFFICE SOLUTIONS	Office Supplies - Eng.	PV	136131	001	00999	1/14/2026	IN5031113	97.10		112475	INNOVATIVE OFFICE SOLUTIONS
	INNOVATIVE OFFICE SOLUTIONS LOCKBOX 131434 P O BOX 1414 MINNEAPOLIS MN 55480-1414			Summary Total					97.10			

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				Payment Amount					97.10			
100258	LEAGUE OF MINNESOTA CITIES		PV	135780	001	00999	1/1/2026	441225	26,440.00		100258	LEAGUE OF MINNESOTA CITIES
	LEAGUE OF MN CITIES			Summary Total					26,440.00			
	FINANCE DEPT	Training D Specht	PV	136055	001	00999	1/12/2026	442874	350.00			
	145 UNIVERSITY AVE WEST			Summary Total					350.00			
	ST PAUL MN 55103-2044		PV	136085	001	00999	1/2/2026	440581	3,600.00			
				Summary Total					3,600.00			
			PV	136100	001	00999	1/2/2026	440424	1,510.00			
				Summary Total					1,510.00			
				Payment Amount					31,900.00			
102954	LITTLE FALLS MACHINE INC		PV	135999	001	00999	1/7/2026	375394	889.31		102954	LITTLE FALLS MACHINE INC
	LITTLE FALLS MACHINE INC			Summary Total					889.31			
	300 LINDBERGH DRIVE SOUTH											
	LITTLE FALLS MN 56345-1598											
				Payment Amount					889.31			
100266	LOGIS		PV	136144	001	00999	1/16/2026	153186	1,433.75		100266	LOGIS
	LOCAL GOVERNMENT INFORMATION SYSTEMS ASS			Summary Total					1,433.75			
	5750 DULUTH STREET		PV	136145	001	00999	1/16/2026	153310	18,700.00			
	GOLDEN VALLEY MN 55422-4036			Summary Total					18,700.00			
			PV	136146	001	00999	1/16/2026	153367	76,909.00			
				Summary Total					76,909.00			

Payment Group Control Number 4133
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JMORRISON
Payment Instrument T A/P ACH Payment
Pay Through Date 1/28/2026

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
			PV	136147	001	00999	1/16/2026	153258	4,675.00			
				Summary Total					4,675.00			
			PV	136148	001	00999	1/16/2026	153150	12,761.00			
				Summary Total					12,761.00			
			PV	136149	001	00999	1/16/2026	153225	3,169.00			
				Summary Total					3,169.00			
				Payment Amount					117,647.75			
106616	MARTIN MCALLISTER, INC		PV	136047	001	00999	12/31/2025	17263	1,800.00		106616	MARTIN MCALLISTER, INC
	MARTIN MCALLISTER, INC 7650 EDINBOROUGH WAY #550 EDINA MN 55435			Summary Total					1,800.00			
				Payment Amount					1,800.00			
121127	MASTERS TELECOM LLC		PV	135782	001	00999	1/5/2026	73254	65.63		121127	MASTERS TELECOM LL(
	MASTERS TELECOM LLC 1225 NW 17TH AVE STE 101 DELRAY BEACH FL 33445			Summary Total					65.63			
				Payment Amount					65.63			
100283	MENARDS COON RAPIDS		PV	135793	001	00999	1/3/2026	56627	190.57		100283	MENARDS COON RAPID
	MENARDS COON RAPIDS 3045 MAIN STREET COON RAPIDS MN 55448			Summary Total					190.57			
			PV	135816	001	00999	1/10/2026	57019	394.48			
				Summary Total					394.48			
			PV	136097	001	00999	1/14/2026	57231	7.92			

Payment Group Control Number 4133
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JMORRISON
Payment Instrument T A/P ACH Payment
Pay Through Date 1/28/2026

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
				Summary Total					7.92			
				Payment Amount					592.97			
100284	MENARDS ELK RIVER		PV	135791	001	00999	12/29/2025	29316	61.88		100284	MENARDS ELK RIVER
	MENARDS ELK RIVER			Summary Total					61.88			
	19521 EVANS STREET NW		PV	135792	001	00999	1/2/2026	29524	47.80			
	ELK RIVER MN 55330-1077			Summary Total					47.80			
			PV	135795	001	00999	12/31/2025	29419	684.99			
				Summary Total					684.99			
			PV	136049	001	00999	1/8/2026	29786	177.08			
				Summary Total					177.08			
			PV	136073	001	00999	1/9/2026	29850	22.92			
				Summary Total					22.92			
			PV	136074	001	00999	1/9/2026	29859	35.88			
				Summary Total					35.88			
			PV	136138	001	00999	1/14/2026	30110	184.43			
				Summary Total					184.43			
				Payment Amount					1,214.98			
100285	MET COUNCIL ENVIRONMENTAL SRV	Inv #1199400	PV	135765	001	00999	1/5/2026	0001199400	116,554.78		100285	MET COUNCIL ENVIRONMENTAL SRV
	MET COUNCIL ENVIRONMENTAL SRV			Summary Total					116,554.78			
	P O BOX 856513											
	MINNEAPOLIS MN 55485-6513											
				Payment Amount					116,554.78			

Payment Group Control Number 4133
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JMORRISON
Payment Instrument T A/P ACH Payment
Pay Through Date 1/28/2026

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
108208	METRO PRODUCTS LLC		PV	136021	001	00999	1/7/2026	189911	213.66		108208	METRO PRODUCTS LLC
	METRO PRODUCTS LLC			Summary Total					213.66			
	7401 CENTRAL AVENUE NE		PV	136150	001	00999	1/14/2026	190008	62.12			
	FRIDLEY MN 55432			Summary Total					62.12			
				Payment Amount					275.78			
113909	MOBILE VEHICLE INTEGRATION		PV	135807	001	00999	12/31/2025	25-121411	200.00		113909	MOBILE VEHICLE INTEGRATION
	MOBILE VEHICLE INTEGRATION			Summary Total					200.00			
	835 XENIA AVENUE NW		PV	135817	001	00999	12/31/2025	25-121408	1,874.25			
	ELK RIVER MN 55330			Summary Total					1,874.25			
			PV	135818	001	00999	12/31/2025	25-121410	375.00			
				Summary Total					375.00			
				Payment Amount					2,449.25			
100345	NAPA AUTO PARTS ELK RIVER		PV	136004	001	00999	1/5/2026	323691	167.32		100345	NAPA AUTO PARTS ELK RIVER
	NAPA AUTO PARTS ELK RIVER			Summary Total					167.32			
	17137 YALE STREET NW		PD	136007	001	00999	1/28/2026	323554	27.00-			
	ELK RIVER MN 55330			Summary Total					27.00-			
			PV	136011	001	00999	1/2/2026	323389	167.78			
				Summary Total					167.78			
			PV	136089	001	00999	1/13/2026	324676	249.00			
				Summary Total					249.00			
				Payment Amount					557.10			

Payment Group Control Number 4133
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JMORRISON
Payment Instrument T A/P ACH Payment
Pay Through Date 1/28/2026

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
116698	NORTHERN SALT INC		PV	136015	001	00999	1/5/2026	34300	7,475.00		116698	NORTHERN SALT INC
	NORTHERN SALT INC P O BOX 1028 FOREST LAKE MN 55025-5028				Summary Total				7,475.00			
					Payment Amount				7,475.00			
100363	NORTHERN SANITARY SUPPLY CO		PV	135995	001	00999	1/8/2026	100826	591.07		100363	NORTHERN SANITARY SUPPLY CO
	NORTHERN SANITARY SUPPLY CO 341 COON RAPIDS BLVD MINNEAPOLIS MN 55433				Summary Total				591.07			
					Payment Amount				591.07			
115071	NORTHLAND OCCUPATIONAL HEALTH		PV	135768	001	00999	1/7/2026	2577283	205.00		115071	NORTHLAND OCCUPATIONAL HEALTH
	NORTHLAND OCCUPATIONAL HEALTH 7533 SUNWOOD DRIVE NW SUITE 212 RAMSEY MN 55303				Summary Total				205.00			
			PV	136054	001	00999	1/8/2026	2577297	515.00			
					Summary Total				515.00			
					Payment Amount				720.00			
112421	PERRILL		PV	136153	001	00999	1/1/2026	265478	200.00		112421	PERRILL
	PERRIL 110 CHESHIRE LANE SUITE 105 MINNETONKA MN 55305				Summary Total				200.00			
					Payment Amount				200.00			

Payment Group Control Number 4133
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JMORRISON
Payment Instrument T A/P ACH Payment
Pay Through Date 1/28/2026

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
121041	RED WING BUSINESS ADVANTAGE ACCOUNT		PV	136024	001	00999	1/10/2026	20260110114394	200.00		121041	RED WING BUSINESS ADVANTAGE ACCOUNT
	RED WING BUSINESS ADVANTAGE ACCOUNT PO BOX 844329 DALLAS TX 75284-4329			Summary Total					200.00			
				Payment Amount					200.00			
121170	RIDGEWAY AND ASSOCIATES	DECEMBER	PV	135804	001	00999	1/1/2026	3481	870.00		121170	RIDGEWAY AND ASSOCIATES
	RIDGEWAY AND ASSOCIATES 1030 COUNTY ROAD E WEST #140 SHOREVIEW MN 55126			Summary Total					870.00			
				Payment Amount					870.00			
116092	ROADKILL ANIMAL CONTROL		PV	136086	001	00999	12/31/2025	12 2025	645.00		116092	ROADKILL ANIMAL CONTROL
	ROADKILL ANIMAL CONTROL 520 HAROLD DRIVE BURNSVILLE MN 55337			Summary Total					645.00			
				Payment Amount					645.00			
100431	SAFETY KLEEN CORPORATION		PV	136009	001	00999	1/3/2026	R003578983	110.97		100431	SAFETY KLEEN CORPORATION
	SAFETY KLEEN CORPORATION PO BOX 975201 DALLAS TX 75397-5201			Summary Total					110.97			

Payment Group Control Number 4133
Bank Account 999.1010 CASH IN BANK 00002224
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Originator JMORRISON
Payment Instrument T A/P ACH Payment
Pay Through Date 1/28/2026

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
		Payment Amount							110.97			
119121	SLOTH INSPECTIONS INC		PV	135984	001	00999	12/31/2025	12312025	7,235.25		119121	SLOTH INSPECTIONS INC
	SLOTH INSPECTIONS INC	Summary Total							7,235.25			
	2089 175TH LANE NW											
	ANDOVER MN 55304	Payment Amount							7,235.25			
119474	THE MPX GROUP		PV	135806	001	00999	12/31/2025	451654	337.27		119474	THE MPX GROUP
	THE MPX GROUP	Summary Total							337.27			
	7105 MEDICINE LAKE ROAD											
	GOLDEN VALLEY MN 55427	Payment Amount							337.27			
100485	TIMESAVER OFF SITE SECRETARIAL INC		PV	136128	001	00999	1/14/2026	31712	178.00		100485	TIMESAVER OFF SITE SECRETARIAL INC
	TIMESAVER OFF SITE SECRETARIAL INC	Summary Total							178.00			
	21021 KAROLINE COURT N		PV	136129	001	00999	1/14/2026	31711	178.00			
	FOREST LAKE MN 55025	Summary Total							178.00			
			PV	136130	001	00999	1/14/2026	31713	178.00			
		Summary Total							178.00			
		Payment Amount							534.00			
112688	TITAN MACHINERY		PV	136003	001	00999	1/5/2026	PS1053789-1	374.40		112688	TITAN MACHINERY
	TITAN MACHINERY	Summary Total							374.40			

Payment Group Control Number 4133
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JMORRISON
Payment Instrument T A/P ACH Payment
Pay Through Date 1/28/2026

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	14375 JAMES ROAD ROGERS MN 55374											
				Payment Amount					374.40			
103641	TRANSWEST TRUCKS ST MICHAEL		PV	136008	001	00999	1/5/2026	093P46206	47.18		103641	TRANSWEST TRUCKS S MICHAEL
	TRANSWEST TRUCKS ST MICHAEL			Summary Total					47.18			
	P O BOX 335		PV	136017	001	00999	1/8/2026	093P46431	228.03			
	BRIGHTON CO 80601			Summary Total					228.03			
			PV	136018	001	00999	1/8/2026	093P46394	560.49			
				Summary Total					560.49			
			PV	136090	001	00999	1/13/2026	093P46648	29.12			
				Summary Total					29.12			
				Payment Amount					864.82			
120500	UNLIMITED SUPPLIES INC		PV	136005	001	00999	1/5/2026	508894	31.46		120500	UNLIMITED SUPPLIES INC
	UNLIMITED SUPPLIES INC 13021 16TH AVE N PLYMOUTH MN 55441			Summary Total					31.46			
				Payment Amount					31.46			
106990	USABLUEBOOK		PV	135770	001	00999	1/6/2026	INV00924630	59.67		106990	USABLUEBOOK
	USA BLUE BOOK			Summary Total					59.67			
	PO BOX 9004		PV	136077	001	00999	1/13/2026	INV00932969	1,589.83			
	GURNEE IL 60031-9004			Summary Total					1,589.83			

Payment Group Control Number 4133
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JMORRISON
Payment Instrument T A/P ACH Payment
Pay Through Date 1/28/2026

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
			PV	136143	001	00999	1/15/2026	INV00935634	491.95			
								Summary Total	491.95			
								Payment Amount	2,141.45			
121813	VERIFIED FIRST LLC		PV	135775	001	00999	12/31/2025	INV-000590508	217.00		121813	VERIFIED FIRST LLC
	VERIFIED FIRST LLC PO BOX 246 SPOKANE WA 99210							Summary Total	217.00			
								Payment Amount	217.00			
106351	WATER LABORATORIES, INC		PV	135772	001	00999	12/31/2025	10789	780.00		106351	WATER LABORATORIES INC
	WATER LABORATORIES, INC 333 EAST MAIN STREET PO BOX 388 ELK RIVER MN 55330							Summary Total	780.00			
								Payment Amount	780.00			
100529	WENDELL'S INC	TRODAT DRY PAD	PV	136001	001	00999	12/31/2025	3102771	8.19		100529	WENDELL'S INC
	WENDELL'S INC 6601 BUNKER LAKE BLVD PO BOX 458 RAMSEY MN 55303-0458							Summary Total	8.19			
								Payment Amount	8.19			
								Total Amount to be Processed	545,092.23			

Payment Group Control Number	4133		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JMORRISON		
Payment Instrument	T	A/P ACH Payment	
Pay Through Date	1/28/2026		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Document Itm	Document Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
Total Number of Payments to be Processed									59			

Checks - 1,187,239.78

ACH - 545,092.23

Total A/P - 1,732,332.01

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Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #26-035

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF JANUARY 8, 2026 THROUGH JANUARY 21, 2026.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of January 8, 2026 through January 21, 2026 in the amount of $2,529,253.81 and

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

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

1) That the Ramsey City Council hereby approves the cash disbursements made and authorizes payment of the accounts payable invoices as detailed in the attached Bills List for the period January 8, 2026 through January 21, 2026 in the amount of $2,529,253.81.

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

Mayor Heineman
Councilmember
Councilmember
Councilmember
Councilmember
Councilmember

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of January, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session

Meeting Date: 01/27/2026

Primary Strategic Plan Initiative: Not Applicable

Title

Adopt Resolution #26-026 Approving Partial Payment to Douglas-Kerr Underground LLC. for Improvement Project #24-13 Fox Ridge Estates 1st & 2nd Street Reconstructions.

Purpose/Background:

Resolution and Pay Request Attached.

Recommendation:

The Senior Engineering Technician has inspected the completed work and recommends partial payment to Douglas-Kerr Underground, LLC, for improvement project #24-13, Fox Ridge Estates 1st & 2nd Street Reconstructions, in the amount of $20,928.99.

OutcomeAction:

Motion to adopt Resolution #26-026 approving partial payment to Douglas-Kerr Underground, LLC, for improvement project #24-13, Fox Ridge Estates 1st & 2nd Street Reconstructions, in the amount of $20,928.99.

Attachments

Pay Resolution #26-026

Pay Request

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	01/22/2026 11:42 AM
Brian Hagen	Brian Hagen	01/22/2026 12:52 PM
Form Started By: Stacie Damjanovich		Started On: 11/06/2025 09:58 AM
Final Approval Date: 01/22/2026		

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

RESOLUTION #26-026

RESOLUTION APPROVING PARTIAL PAYMENT No. 6 TO DOUGLAS-KERR UNDERGROUND, LLC. FOR FOX RIDGE ESTATES 1ST & 2ND STREET RECONSTRUCTIONS, IMPROVEMENT PROJECT #24-13

WHEREAS, the City of Ramsey proposes to reconstruct the streets within the Fox Ridge Estates 1st & 2nd subdivision as identified within the 2024 – 2033 10-Year Capital Improvement Program; and

WHEREAS, pursuant to Ramsey City Council Resolution #23-130, adopted June 13, 2023, the City Council accepted and awarded the proposal to Bolton & Menk, Inc., for topographic survey of the project area; and

WHEREAS, pursuant to Ramsey City Council Resolution #23-129, adopted June 27, 2023, the City Council accepted and awarded the proposal to Independent Testing Technologies, Inc. for geotechnical evaluations of the project area; and

WHEREAS, pursuant to Ramsey City Council Resolution #23-253, adopted October 10, 2023, the City Council accepted and awarded the proposal to Hydro-Klean, LLC, for cleaning and televising of storm sewer pipes within the project area; and

WHEREAS, pursuant to Ramsey City Council Resolution #24-126, adopted May 14, 2024, the City Council ordered the City Engineer to prepare plans and specifications for Fox Ridge Estates 1st & 2nd Street Reconstruction, Improvement Project #24-13; and

WHEREAS, pursuant to Ramsey City Council Resolution #24-296, adopted November 12, 2024, the City Council approved final plans and specifications as prepared by the City Engineer and authorized advertisement for bids for the same improvements; and

WHEREAS, proposals were received for Construction Staking and As-built Survey of $52,844.00 from Bolton & Menk, Inc. for said improvements; and

WHEREAS, pursuant to Ramsey City Council Resolution #25-018, adopted January 28, 2025, a contract was awarded to Douglas-Kerr Underground, LLC of Mora, Minnesota, in the amount of $2,099,737.06 for said improvements, and

WHEREAS, as of January 27, 2026 $2,100,057.52 has been paid to date; and

WHEREAS, the Senior Engineering Technician has inspected the completed work and recommends partial payment No. 6 to Douglas-Kerr Underground, LLC of Mora, Minnesota, for improvement project #24-13 Fox Ridge Estates 1st & 2nd Street Reconstructions, in the amount of $20,928.99.

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

1) The City Council hereby authorizes partial payment No. 6 to Douglas-Kerr Underground, LLC of Mora, Minnesota for Improvement Project #24-13, Fox Ridge Estates 1st & 2nd Street Reconstructions in the amount of $20,928.99.

2) The City Council hereby authorizes the Mayor and City Administrator to sign the release form for this payment.

3) The total amount of this payment is not included in resolutions approving payments of bills for the date of January 27, 2026.

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

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of January, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Pay Estimate Summary Sheet

Estimate Number:	6 Partial
Project Number:	24-13
Project Name:	Fox Ridge Estates 1st & 2nd Street Reconstructions
Period Ending	December 31, 2025
Contractor:	Douglas-Kerr Underground
Address:	P.O. Box 85, Mora, MN 55051

1	Original Contract Amount		$ 2,099,737.06
2	Change Order(s)	No. ____ Thru No. ____	
3	Total Funds Encumbered		$ 2,099,737.06
4	Value of Work Completed		$ 2,142,410.62
5	Retainage 1 %		$ (21,424.11)
	Percent Complete	102%	
6	Deductions or Charges		
7	Total Earned Less Retainage (Lines 4+5+6)		$ 2,120,986.51
8	Previous Payment(s)		$ 2,100,057.52
9	**Payment Due (Lines 7-8)**		**$ 20,928.99**
10	Total Balance to Finish, Including Retainage (Lines 3-7)		$ 21,424.11

Certification of Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between owner and the undersigned Contractor, and as amended by any authorized changes and the foregoing is a true and correct statement of the contract amount for the period covered by this estimate.

Douglas-Kerr Underground Contractor Name	Ryan Kerr Print Name
Manager Title	 Signature
	1-12-26 Date

City of Ramsey Approval

 Signature (Project Engineer)	1/12/2026 Date
 Signature (City Engineer)	1/13/2026 Date

Fox Ridge Estates 1st & 2nd Street Reconstructions
I.P. 24-13
Estimate No. 6 **Partial**
Period Ending December 31, 2025

Item No.	MnDOT No.	Item Description	CONTRACT AMOUNT				COMPLETED THIS PERIOD		COMPLETED TO DATE	
			Unit	Estimated Quantity	Unit Price	Extended Total	Quantity	Extended Total	Quantity	Extended Total
1	2021.501	MOBILIZATION	LS	1.0	$ 101,466.00	$ 101,466.00	0.000	$ -	1.000	$ 101,466.00
2	2101.502	CLEARING	ACRE	0.34	$ 7,883.00	$ 2,680.22	0.00	$ -	0.76	$ 6,014.73
3	2101.502	GRUBBING	ACRE	0.34	$ 4,118.00	$ 1,400.12	0.00	$ -	0.76	$ 3,129.68
4	2101.503	REMOVE STORM SEWER	LF	558	$ 19.90	$ 11,104.20	0	$ -	542	$ 10,785.80
5	2104.502	REMOVE STRUCTURE (STORM)	EA	9	$ 693.45	$ 6,241.05	0	$ -	9	$ 6,241.05
6	2104.502	SALVAGE MAIL BOX SUPPORT	EA	79	$ 75.00	$ 5,925.00	0	$ -	72	$ 5,400.00
7	2104.503	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	LF	1050	$ 2.65	$ 2,782.50	0	$ -	1140	$ 3,021.00
8	2104.503	SAWING CONCRETE PAVEMENT - FULL DEPTH	LF	590	$ 3.55	$ 2,094.50	0	$ -	519	$ 1,842.45
9	2104.503	REMOVE CONCRETE CURB & GUTTER	LF	152	$ 3.85	$ 585.20	0.0	$ -	167.5	$ 644.88
10	2104.503	REMOVE BITUMINOUS CURB	LF	22300	$ 0.25	$ 5,575.00	0	$ -	22300	$ 5,575.00
11	2104.504	REMOVE BITUMINOUS PAVEMENT - SOIL CORRECTION AREA	SY	12900	$ 3.85	$ 49,665.00	0	$ -	12900	$ 49,665.00
12	2104.504	REMOVE BITUMINOUS PAVEMENT - DRIVEWAYS	SY	870	$ 8.05	$ 7,003.50	0	$ -	1041	$ 8,380.05
13	2104.504	REMOVE BITUMINOUS PAVEMENT - TRAIL	SY	65	$ 6.15	$ 399.75	0	$ -	65	$ 399.75
14	2104.504	REMOVE CONCRETE PAVEMENT - DRIVEWAYS	SY	520	$ 15.60	$ 8,112.00	0.0	$ -	583.5	$ 9,102.60
15	2104.504	REMOVE CONCRETE VALLEY GUTTER	SY	27	$ 13.80	$ 372.60	0	$ -	27	$ 372.60
16	2104.504	REMOVE GRAVEL SURFACE - DRIVEWAYS	SY	11	$ 16.45	$ 180.95	0	$ -	0	$ -
17	2104.504	REMOVE BITUMINOUS FLUME	SY	31	$ 7.80	$ 241.80	0	$ -	31	$ 241.80
18	2105.507	GEOTEXTILE FABRIC TYPE 4	SY	160	$ 0.90	$ 144.00	0.0	$ -	152.2	$ 136.98
19	2105.507	GEOTEXTILE FABRIC TYPE 10	SY	13800	$ 2.65	$ 36,570.00	0.0	$ -	13800.0	$ 36,570.00
20	2105.607	COMMON EXCAVATION (EV)	CY	1460	$ 12.80	$ 18,688.00	0.0	$ -	2098.6	$ 26,862.08
21	2105.607	SUBGRADE EXCAVATION, REMOVE UNSUITABLE MATERIALS (EV)	CY	4500	$ 18.15	$ 81,675.00	0.0	$ -	4826.2	$ 87,595.53
22	2106.507	SELECT GRANULAR BORROW (CV)	CY	5000	$ 18.10	$ 90,500.00	0.0	$ -	4519.7	$ 81,806.57
23	2106.607	HAUL & STOCKPILE RECLAIM MATERIAL (LV)	CY	2050	$ 9.00	$ 18,450.00	0	$ -	2377.6	$ 21,398.40
24	2112.519	SUBGRADE PREPARATION	RDST	114	$ 192.35	$ 21,927.90	0	$ -	114	$ 21,927.90
25	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	20	$ 154.25	$ 3,085.00	0.0	$ -	14.0	$ 2,159.50
26	2130.523	WATER	MGAL	50	$ 77.25	$ 3,862.50	0	$ -	52	$ 4,017.00
27	2211.507	AGGREGATE BASE CLASS 5 - MODIFIED (CV)	CY	4350	$ 33.60	$ 146,160.00	0.0	$ -	4020.9	$ 135,102.24
28	2215.504	FULL DEPTH RECLAMATION	SY	26200	$ 0.90	$ 23,580.00	0	$ -	26200	$ 23,580.00
29	2232.504	MILL BITUMINOUS PAVEMENT (2.0")	SY	170	$ 20.00	$ 3,400.00	0	$ -	0	$ -
30	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	2500	$ 4.00	$ 10,000.00	0	$ -	1695	$ 6,780.00
31	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,C) 2.0"	TON	4000	$ 89.70	$ 358,800.00	0	$ -	3663	$ 328,571.10
32	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) 1.5"	TON	3000	$ 96.70	$ 290,100.00	0	$ -	3266	$ 315,822.20
33	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) 2.0" DRIVEWAYS	TON	85	$ 314.75	$ 26,753.75	0	$ -	168	$ 52,878.00
34	2411.502	CONCRETE FLUME	SY	10	$ 81.00	$ 810.00	0.0	$ -	6.4	$ 518.40
35	2501.502	15" RC PIPE APRON	EA	8	$ 1,456.00	$ 11,648.00	0	$ -	9	$ 13,104.00
36	2501.502	15" ARCH RC PIPE APRON	EA	2	$ 1,426.00	$ 2,852.00	0	$ -	2	$ 2,852.00
37	2501.502	21" RC PIPE APRON	EA	1	$ 1,782.00	$ 1,782.00	0	$ -	1	$ 1,782.00

Item No.	MnDOT No.	Item Description	CONTRACT AMOUNT				COMPLETED THIS PERIOD		COMPLETED TO DATE	
			Unit	Estimated Quantity	Unit Price	Extended Total	Quantity	Extended Total	Quantity	Extended Total
38	2501.503	15" RC PIPE SEWER DESIGN 3006 CLASS III	LF	547	$ 60.15	$ 32,902.05	0.0	$ -	587.2	$ 35,320.08
39	2501.503	15" ARCH RC PIPE SEWER DESIGN 3006 CLASS III	LF	82	$ 102.80	$ 8,429.60	0	$ -	82	$ 8,429.60
40	2501.503	21" RC PIPE SEWER DESIGN 3006 CLASS III	LF	301	$ 77.90	$ 23,447.90	0	$ -	285	$ 22,201.50
41	2501.602	TRASH GUARD FOR 15" PIPE APRON	EA	1	$ 987.40	$ 987.40	0	$ -	1	$ 987.40
42	2501.602	TRASH GUARD FOR 21" PIPE APRON	EA	1	$ 1,415.00	$ 1,415.00	0	$ -	1	$ 1,415.00
43	2501.603	PLUG FILL AND ABANDON PIPE SEWER	LF	30	$ 37.30	$ 1,119.00	0	$ -	30	$ 1,119.00
44	2502.503	4" PERF PVC PIPE DRAIN	LF	638	$ 22.45	$ 14,323.10	0.00	$ -	1131	$ 25,380.65
45	2503.503	CLEAN AND VIDEO SEWER	LF	996	$ 3.00	$ 2,988.00	0	$ -	0	$ -
46	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EA	10	$ 2,980.00	$ 29,800.00	0	$ -	10	$ 29,800.00
47	2506.502	CASTING ASSEMBLY (STORM)	EA	14	$ 1,310.00	$ 18,340.00	0	$ -	14	$ 18,340.00
48	2506.502	RESET CASTING	EA	9	$ 261.60	$ 2,354.40	0	$ -	0	$ -
49	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3'	EA	4	$ 2,559.00	$ 10,236.00	0	$ -	4	$ 10,236.00
50	2507.603	INSTALL CULVERT PIPE LINER 12"	LF	21	$ 298.90	$ 6,276.90	0	$ -	0	$ -
51	2511.509	RANDOM RIPRAP CLASS III	CY	61	$ 117.45	$ 7,164.45	0	$ -	80	$ 9,396.00
52	2521.518	6" CONCRETE WALK	SY	26	$ 121.30	$ 3,153.80	0	$ -	49	$ 5,943.70
53	2521.602	DRILL & GROUT REINF BAR (EPOXY COATED)	EA	16	$ 25.00	$ 400.00	0	$ -	16	$ 400.00
54	2531.503	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	LF	19600	$ 16.95	$ 332,220.00	62	$ 1,050.90	19662	$ 333,270.90
55	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LF	1000	$ 25.00	$ 25,000.00	339	$ 8,475.00	1079	$ 26,975.00
56	2531.503	CONCRETE CURB & GUTTER DESIGN CURB CUT	LF	1860	$ 0.50	$ 930.00	49	$ 24.50	1591	$ 795.50
57	2531.504	6" CONCRETE PAVEMENT DRIVEWAY	SY	460	$ 79.00	$ 36,340.00	0	$ -	467	$ 36,908.80
58	2531.504	6" CONCRETE PAVEMENT DRIVEWAY SPECIAL	SY	18	$ 150.00	$ 2,700.00	0	$ -	0	$ -
59	2531.504	GRAVEL SURFACE	SY	10	$ 25.80	$ 258.00	0	$ -	0	$ -
60	2531.604	7" CONCRETE VALLEY GUTTER	SY	235	$ 103.85	$ 24,404.75	0	$ -	241	$ 25,027.85
61	2531.618	TRUNCATED DOMES	SF	32	$ 70.00	$ 2,240.00	0	$ -	32	$ 2,240.00
62	2540.602	TEMPORARY MAIL BOX CLUSTER	EA	4	$ 1,750.00	$ 7,000.00	0	$ -	2	$ 3,500.00
63	2540.602	INSTALL MAIL BOX SUPPORT	EA	79	$ 150.00	$ 11,850.00	0	$ -	72	$ 10,800.00
64	2563.601	TRAFFIC CONTROL	LS	1	$ 26,471.00	$ 26,471.00	0.00	$ -	1.00	$ 26,471.00
65	2573.501	STABILIZED CONSTRUCTION ENTRANCE	EA	2	$ 0.01	$ 0.02	0	$ -	0	$ -
66	2573.502	STORM DRAIN INLET PROTECTION	EA	23	$ 177.55	$ 4,083.65	0	$ -	18	$ 3,195.90
67	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LF	50	$ 3.50	$ 175.00	0.0	$ -	50.0	$ 175.00
68	2573.503	SILT FENCE, TYPE MS	LF	3610	$ 2.25	$ 8,122.50	0.00	$ -	3641.00	$ 8,192.25
69	2574.507	TOPSOIL (LV)	CY	1900	$ 35.95	$ 68,305.00	0	$ -	2170	$ 78,011.50
70	2575.501	TURF ESTABLISHMENT	ACRE	2.70	$ 4,750.00	$ 12,825.00	2.44	$ 11,590.00	6.94	$ 32,965.00
71	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SY	1620	$ 1.40	$ 2,268.00	0	$ -	1068	$ 1,495.20
72	2575.602	LANDSCAPE RESTORATION	EA	20	$ 691.75	$ 13,835.00	0	$ -	10	$ 6,917.50
73	2582.502	4" SOLID LINE WHITE (MULTI-COMP)	LF	116	$ 6.50	$ 754.00	0	$ -	116	$ 754.00
		GRAND TOTALS				**$ 2,099,737.06**		**$ 21,140.40**		**$ 2,142,410.62**

Internal City Use Only				
Pavement Management Funds (0.90 Mob)		*$ 21,140.40*		*$ 1,925,074.15*
Storm Sewer Utility Funds (0.10 Mob)		*$ -*		*$ 217,336.47*
Park Funds (Parking Bump-Out)				
Total Funds		*$ 21,140.40*		*$ 2,142,410.62*

CC Regular Session

Meeting Date: 01/27/2026

Primary Strategic Plan Initiative: Address infrastructure needs.

Title:

Adopt Resolution #26-027 Amending the Design Services Proposal from Bolton & Menk, Inc. for MSA Bunker Lake Boulevard Reconstruction, Improvement Project #26-01

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #26-027 amending the design services proposal from Bolton & Menk, Inc. for MSA Bunker Lake Boulevard Reconstruction, Improvement Project #26-01.

Background:

With Resolution #25-081 the Ramsey City Council accepted a design services proposal for MSA Bunker Lake Boulevard Reconstruction, Improvement Project #26-01, from Bolton & Menk for the not-to-exceed amount of $118,347.00. The project understanding was that some coordination with developer/property owners along the corridor would be necessary and that among other permits, an Anoka County permit would be required.

Typically, minor revisions are anticipated to coordinate with developers and the County. In the attached Additional Services Request, Bolton & Menk noted the timing of the initial layout, and 5 subsequent revisions which were necessary to coordinate with both developers and Anoka County.

Revisions 1 and 2 were necessary to adjust the location of the sidewalk along the Kwik Trip development, with the assumption of keeping the public sidewalk within city-owned right of way.

Revision 3 was necessary in response to Anoka County comments regarding lane alignments and the existing traffic signal system. This revision required adjustments to the median, roadway, boulevard, and sidewalk.

Revision 4 was implemented in association with the city coordinating a sidewalk easement agreement with Kwik Trip to move the sidewalk outside city-owned right of way. This was found necessary by city staff to reduce the impacts to the existing traffic signal system, including the potential need to replace the signal arm and arm support on two legs, while at the same time addressing the Anoka County review comments. As part of this revision, Bolton & Menk created a sidewalk easement description and exhibit.

Revision 5 included removing a portion of the improvements within the Armstrong Boulevard right of way at city staff's direction.

In total, the revisions resulted in 32 hours of Project Manager/Land Surveyor time and 128 hours of drafting time for a total amount of $27,808.

Time Frame/Observations/Alternatives:

Alternatives:

Motion to adopt Resolution #26-027 amending the design services proposal from Bolton & Menk, Inc. for MSA Bunker Lake Boulevard Reconstruction, Improvement Project #26-01.

Funding Source:

Funding for this design services amendment is proposed to come from Municipal State Aid Funds.

Recommendation:

Staff recommends adopting Resolution #26-027 amending the design services proposal from Bolton & Menk, Inc. for MSA Bunker Lake Boulevard Reconstruction, Improvement Project #26-01.

Outcome/Action:

Motion to adopt Resolution #26-008 approving plans and specifications and authorizing advertisement for bids for MSA Bunker Lake Boulevard Reconstruction, Improvement Project #26-01.

Attachments

Res 26-027

BMI Additional Design Services Proposal 26-01

BMI Design Services Proposal 26-01

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	01/15/2026 01:01 PM
Brian Hagen	Brian Hagen	01/22/2026 12:52 PM
Form Started By: Joe Feriancek		Started On: 01/14/2026 02:34 PM
Final Approval Date: 01/22/2026		

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

RESOLUTION #26-027

RESOLUTION AMENDING THE DESIGN SERVICES PROPOSAL FROM BOLTON & MENK FOR MSA BUNKER LAKE BOULEVARD RECONSTRUCTION, IMPROVEMENT PROJECT #26-01

WHEREAS, the City of Ramsey proposes to reconstruct Bunker Lake Boulevard between Armstrong Boulevard and 600 feet west of Jackal Street in 2026 as identified within the 2026-2035 10-Year Capital Improvement Program: and

WHEREAS, pursuant to Resolution #25-081, adopted April 22, 2025, the Ramsey City Council accepted a proposal from Bolton & Menk, Inc. to prepare final plans and specifications for MSA Bunker Lake Boulevard Reconstruction, Improvement Project #26-01 for the not-to-exceed amount of $118,347.00; and

WHEREAS, during project design several unforeseen plan revisions where necessary to coordinate the final plans with developers, the city, and Anoka County; and

WHEREAS, Bolton & Menk, Inc. has submitted a proposal for the additional design services for said improvements for $27,808.00.

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

1) The Ramsey City Council hereby directs the Mayor and City Administrator to execute the proposal amendment from Bolton & Menk, Inc. to prepare final plans and specifications for MSA Bunker Lake Boulevard Reconstruction, Improvement Project #26-01

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 27th day of January, 2026.

Mayor

ATTEST:

City Clerk

BOLTON & MENK
Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

January 7, 2026

Joe Feriancek, P.E.
Assistant City Engineer
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

RE: Additional Services Request – Bunker Lake Boulevard

Dear Mr. Feriancek:

We appreciate the opportunity to assist the City of Ramsey with the Bunker Lake Boulevard project, which extends from Armstrong Boulevard to approximately 2,600 feet to the west.

During preliminary and final design, several changes were required near the Armstrong Boulevard intersection. We adjusted the design several times to account for the changes and keep the project advancing. Also, the changes required easement acquisitions to occur, for which we created an easement description and exhibit for City use.

We have attached layouts, along with the easement related documents, for reference.

DESCRIPTION OF REVISIONS

Initial Layout (June 27, 2025)

The concept generally matches the previous layouts created for Buker Lake Boulevard west of Armstrong Boulevard and showed limits of ROW acquisition along the south side of the corridor.

Revision 1 (July 2, 2025)

The layout was adjusted to accommodate the 20-foot setback required between the roadway and the proposed Kwik Trip parking lot. This required adjustments to the curbline and boulevard.

Revision 2 (July 9, 2025)

The layout was adjusted to allow for the sidewalk to be located within the existing ROW. This also allowed the 20-foot setback between the proposed Kwik Trip parking lot and the ROW. To allow this to happen, the median, roadway, boulevard and sidewalk were adjusted.

Revision 3 (September 9, 2025)

County comments were received, with some of the comments related to lane line locations. Due to previous adjustments, the proposed lane line was adjusted to accommodate the new roadway boundaries. The County determined the lane lines would be outside of their tolerances due to a jog across the Armstrong Boulevard intersection. This required adjustments to the median, roadway, boulevard and sidewalk.

Bolton & Menk is an equal opportunity employer.

Revision 4 (October 10, 2025)

After further discussions with the County, the City decided to move the sidewalk outside of the ROW and obtain an easement from Kwik Trip. We revised the boulevard and sidewalk on the layout and also created an easement description & exhibit.

Revision 5 (December 19, 2025)

The final revision included eliminating a portion of the improvements within the Armstrong Boulevard ROW. Previously planned pedestrian curb ramps and associated curb repairs were removed from the project.

ADDITIONAL FEES

Most of the revisions occurred during the final design process, requiring changes to the project plans. The layout exhibits were also created as a means for depicting the revisions and for sharing with review agencies and project partners.

The revisions resulted in 32 hours of Project Manager/Land Surveyor time and 128 hours of drafting time. This equates to approximately 6 hours of Project Manager time and 26 hours of drafting time per revision. We are requesting additional services in the amount of $27,808.00. The total contract amount would then be $146,155.00.

We have included attachments to depict the progression of revisions for reference.

If there are any questions, please call me at (651) 968-7760.

Sincerely,
BOLTON & MENK, INC.

Kevin P. Kielb, P.E.
Principal Engineer

CC: Bruce Westby, Public Works Director / City Engineer

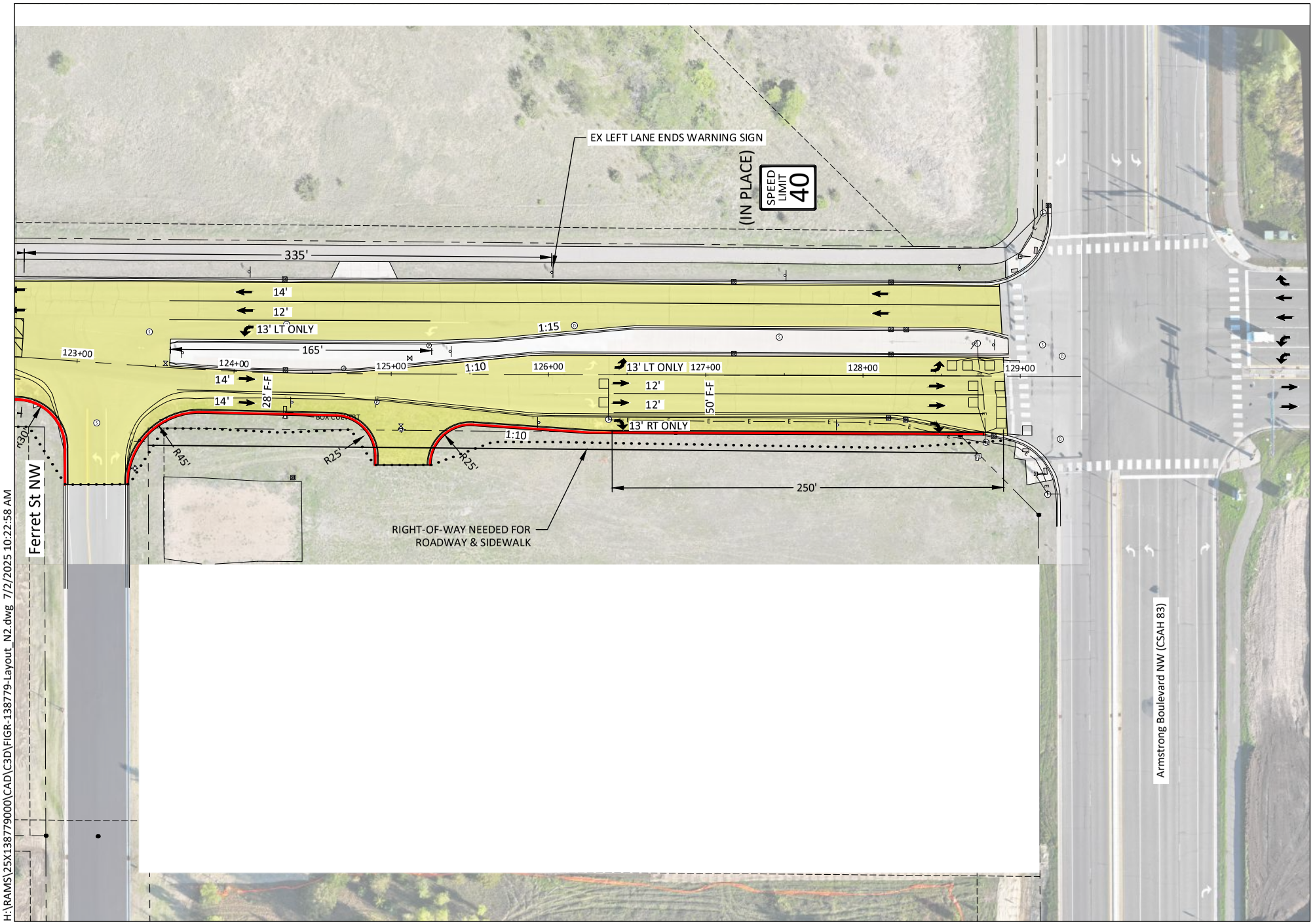
Attachments: Layout Exhibits and Easement Document

BUNKER LAKE BOULEVARD

CITY OF RAMSEY

ARMSTRONG BLVD INTERSECTION

JUNE 27, 2025



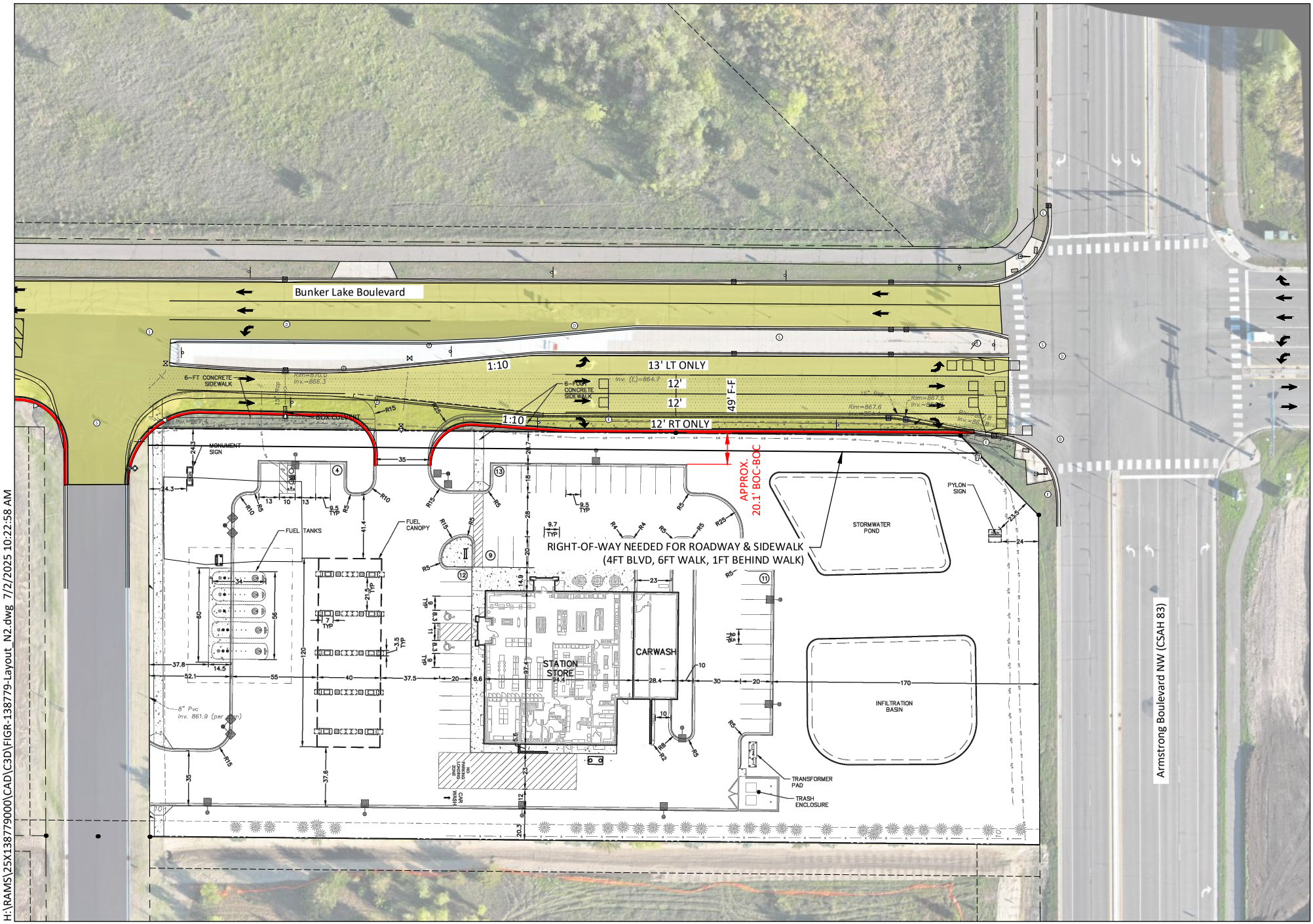
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BUNKER LAKE BOULEVARD

CITY OF RAMSEY

ARMSTRONG BLVD INTERSECTION

JULY 2, 2025



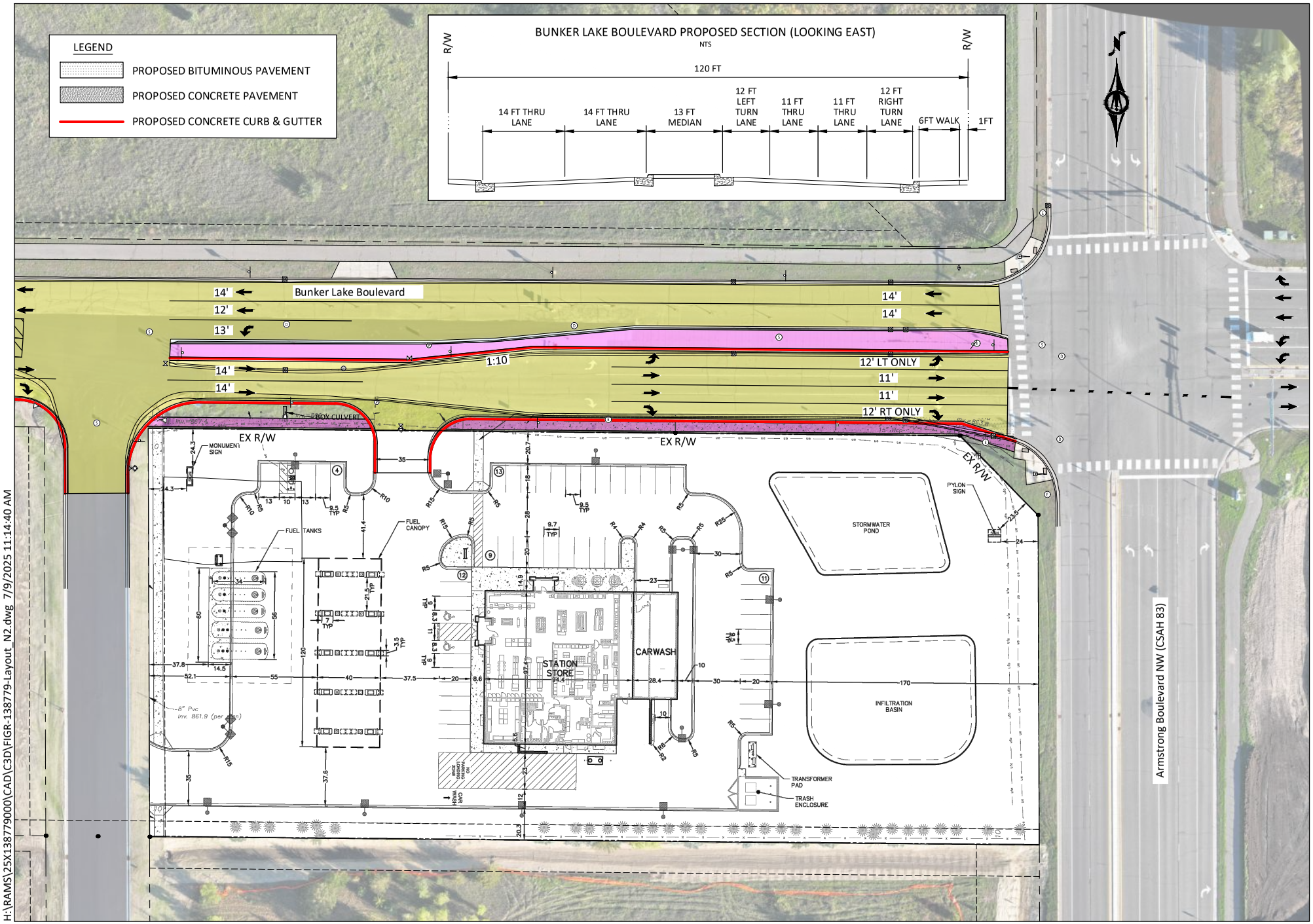
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BUNKER LAKE BOULEVARD

CITY OF RAMSEY

ARMSTRONG BLVD INTERSECTION

JULY 9, 2025



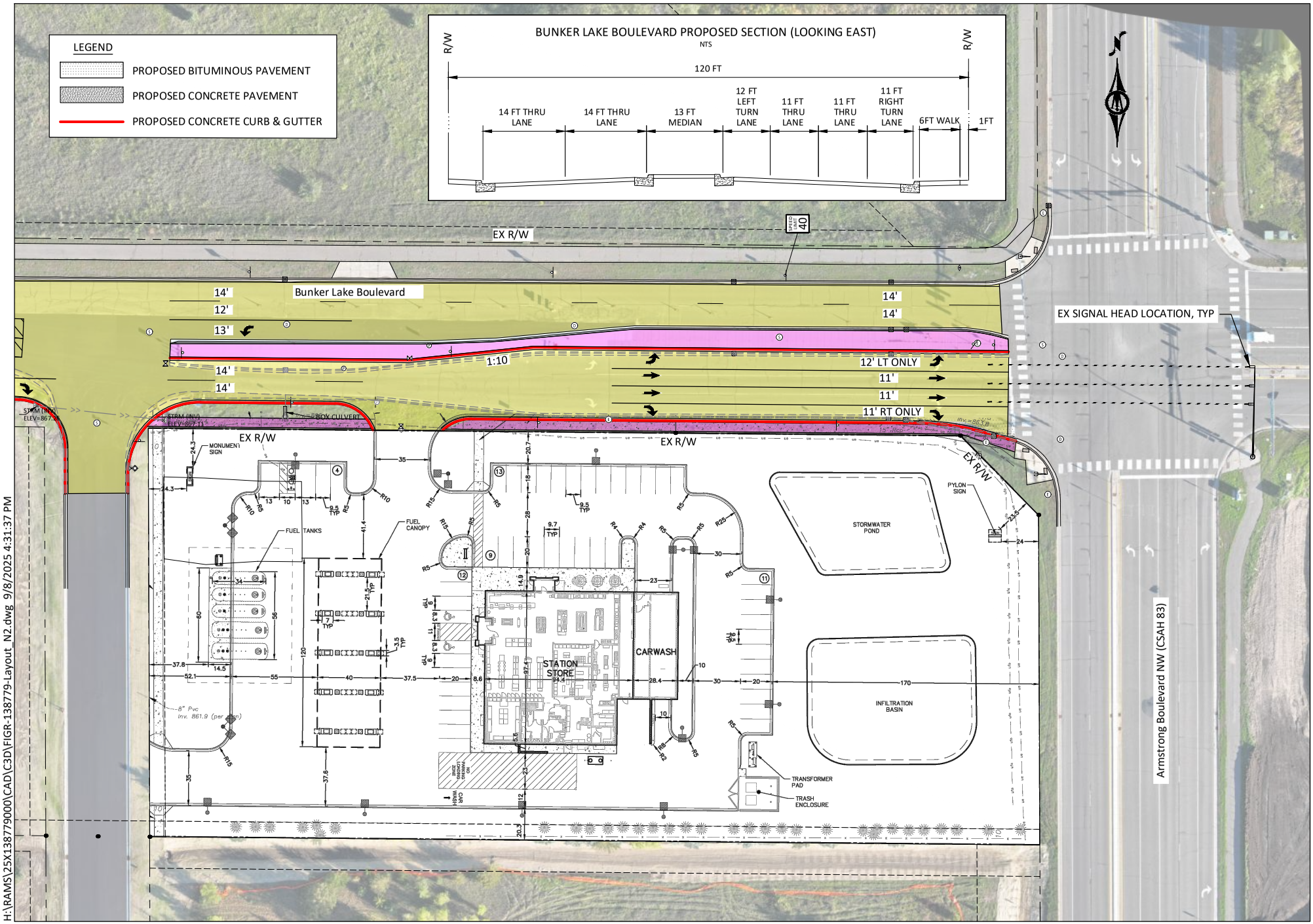
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BUNKER LAKE BOULEVARD

CITY OF RAMSEY

ARMSTRONG BLVD INTERSECTION

SEPTEMBER 9, 2025



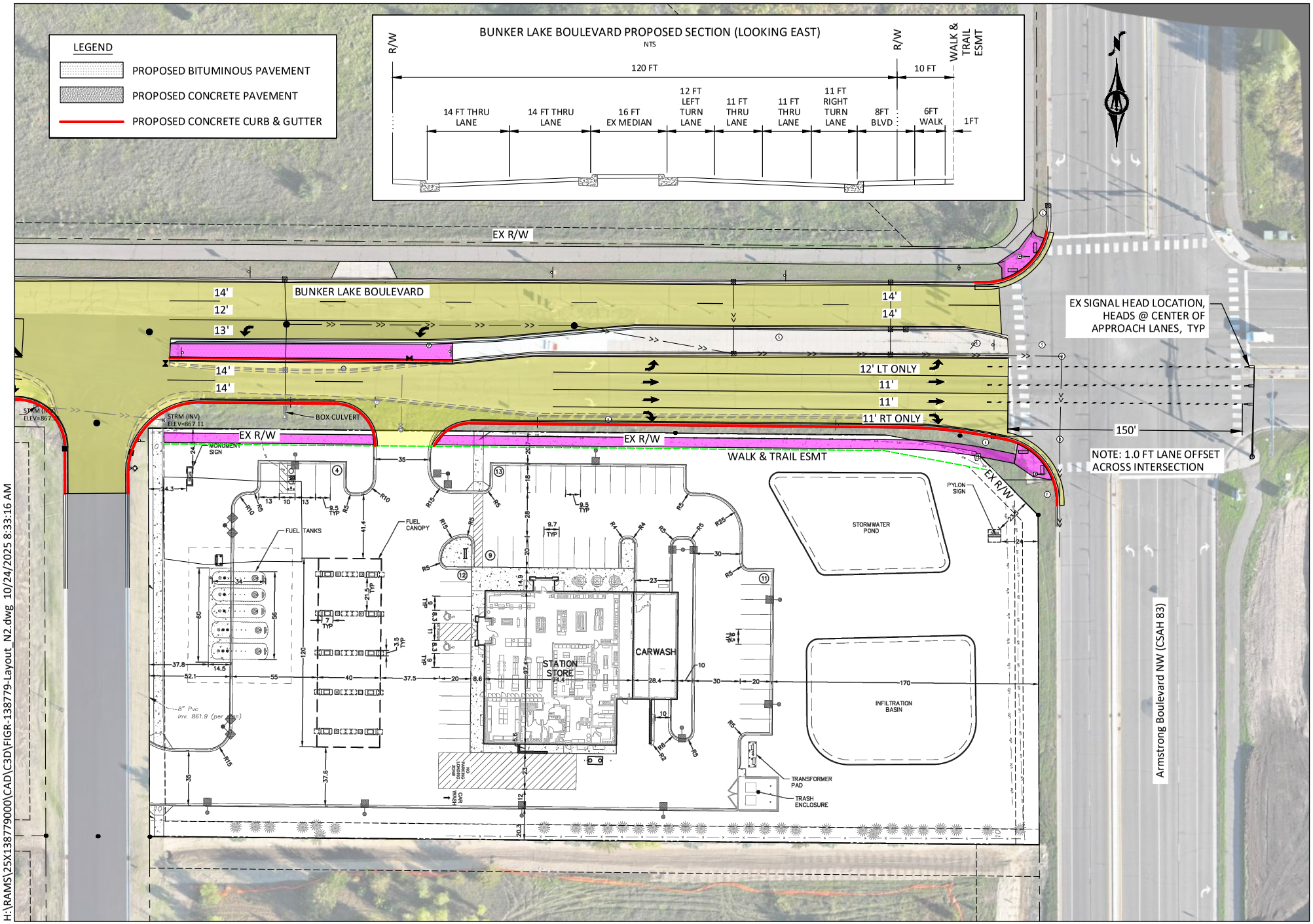
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BUNKER LAKE BOULEVARD

CITY OF RAMSEY

ARMSTRONG BLVD INTERSECTION

OCTOBER 24, 2025



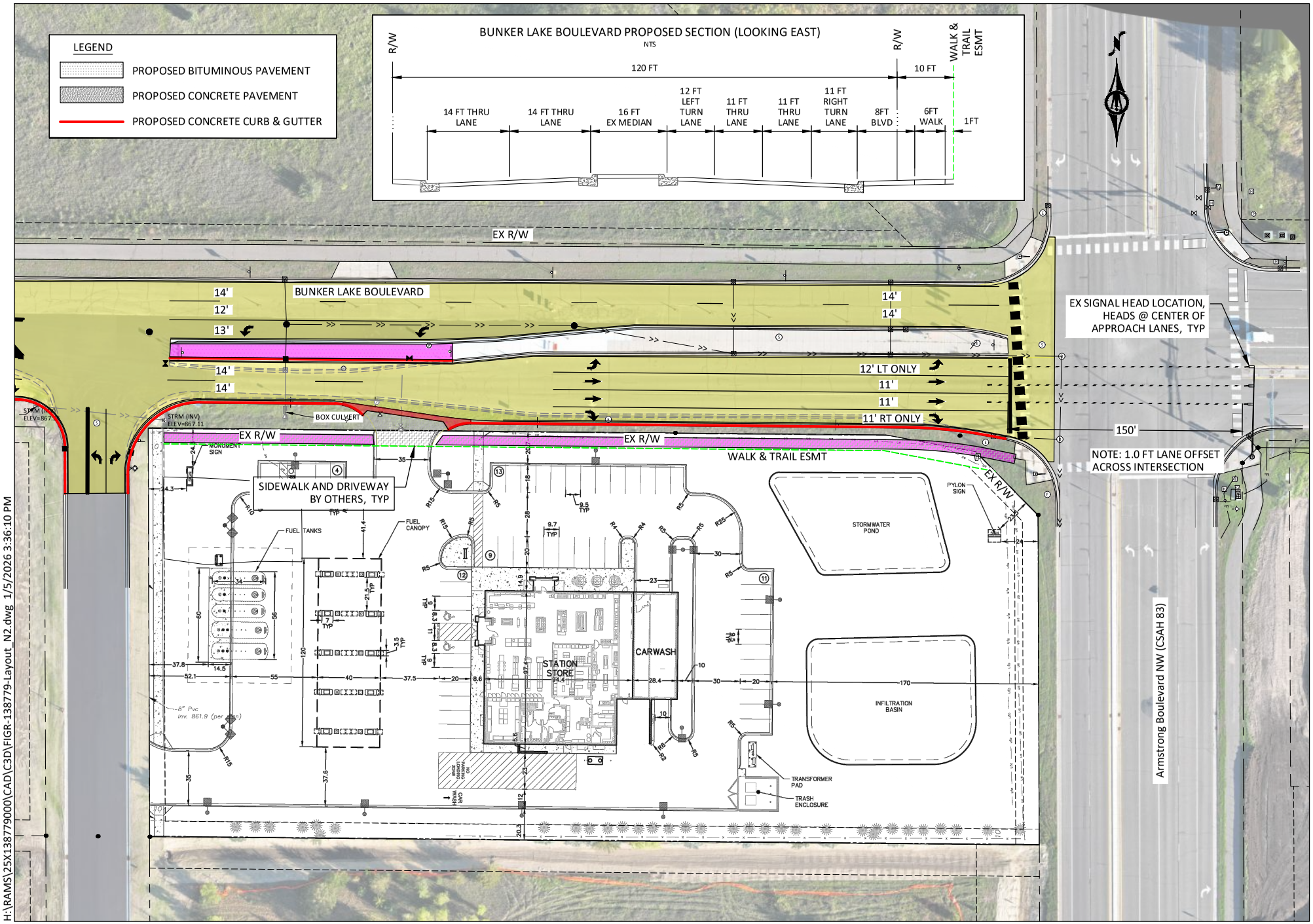
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BUNKER LAKE BOULEVARD

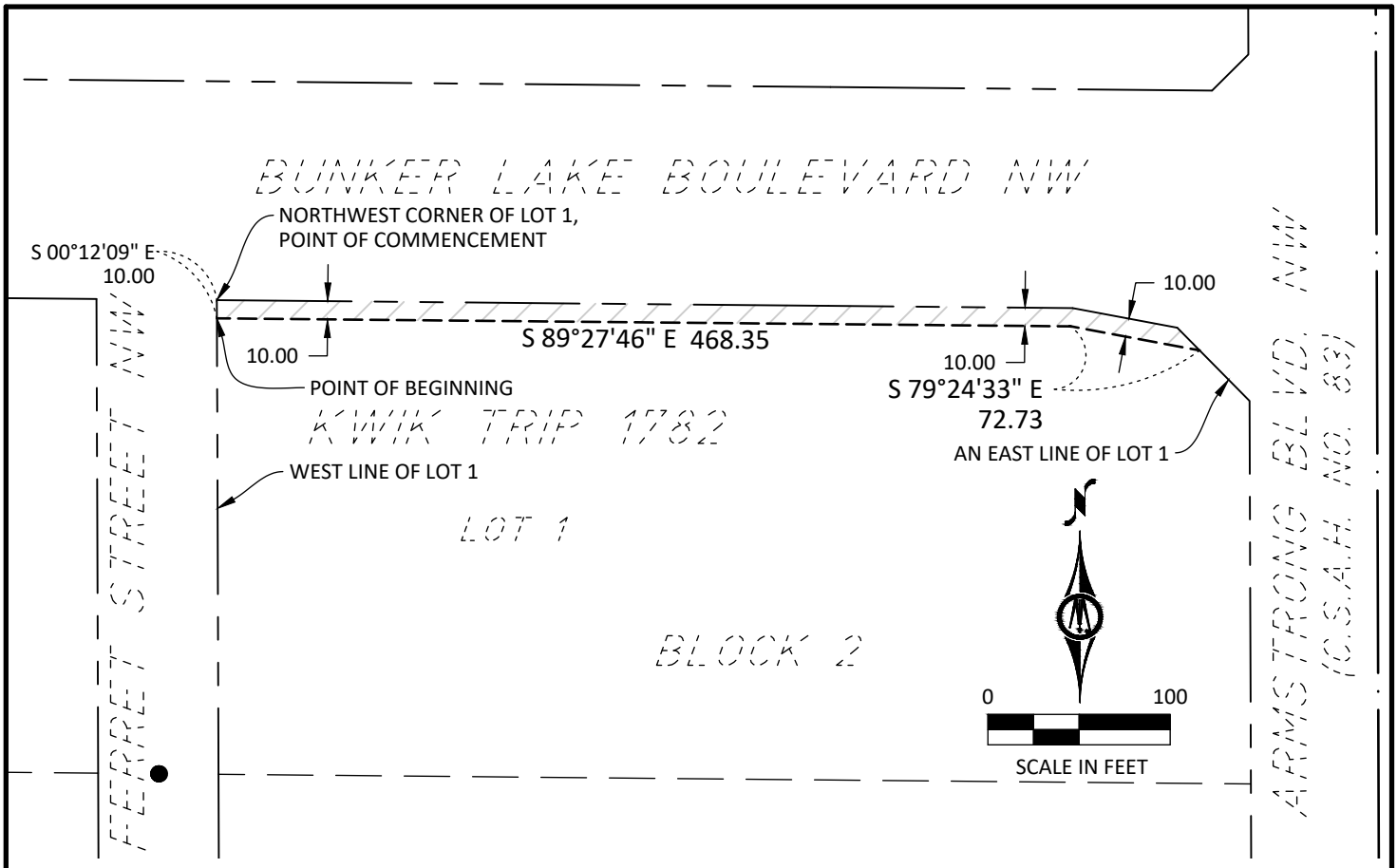
CITY OF RAMSEY

ARMSTRONG BLVD INTERSECTION

DECEMBER 19, 2025



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PROPOSED DESCRIPTION:

An easement over, under and across that part of Lot 1, Block 2, KWIK TRIP 1782, according to the recorded plat thereof, Anoka County, Minnesota, lying northerly of the following described line;

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of South 00 degrees 12 minutes 09 seconds East, along the west line of said Lot 1, a distance of 10.00 feet to the point of beginning of the line to be described; thence South 89 degrees 27 minutes 46 seconds East, a distance of 468.35 feet; thence South 79 degrees 24 minutes 33 seconds East, a distance of 72.73 feet to an east line of said Lot 1 and there terminating.

SURVEYOR'S NOTES:

1. This survey was performed, and the survey map prepared, without benefit of either a title insurance commitment or an attorney's title opinion. The record boundary and easement information (if any) shown hereon is based on information provided by the client. Research of documents affecting title to the property surveyed or adjoining properties has been limited to a cursory review of record information and it is recommended that all title matters affecting this property and survey be reviewed by an attorney or other title professional.
2. Distances are in feet.

SURVEYOR'S CERTIFICATION

I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Andrew Hill
License Number 57632

10/15/2025
Date

PROPOSED EASEMENT CONTAINING APPROXIMATELY 5,304 SQ. FT. +/-

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EASEMENT DESCRIPTION SKETCH

8040 BUNKER LAKE BLVD NW, RAMSEY, MINNESOTA 55303

LOT 1, BLOCK 2, KWIK TRIP 1782,
ANOKA COUNTY, MINNESOTA

BOLTON & MENK
7533 SUNWOOD DR NW
SUITE 206
RAMSEY, MN 55303
(763) 433-2851

FOR: CITY OF RAMSEY

JOB NUMBER: 25X.138779.000 FIELD BOOK: DRAWN BY: FRD

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R25-T32-S29-11

BOLTON & MENK
Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

April 2, 2025

Joe Feriancek, P.E.
Assistant City Engineer
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

RE: Proposal for Design Services – Bunker Lake Boulevard

Dear Mr. Feriancek:

We understand that the City is proposing to reconstruct Bunker Lake Boulevard between Armstrong Boulevard and approximately 600 feet west of Jackal Street in 2026. The improvements are consistent with the City's current Capital Improvement Plan.

UNDERSTANDING

Based on communications with the City, we understand the following:

The City will obtain a geotechnical report for the corridor and will also provide sewer televising. These items are anticipated to be completed during the summer of 2025.

Traffic studies for this area were completed previously, but considered different development strategies. We will update the previous studies based on current development patterns. This will aid in determining the lane configuration needed along the roadway and also at the intersection with Armstrong Boulevard.

Through this section of roadway, westbound Bunker Lake Boulevard has an existing curb and eastbound Bunker Lake Boulevard is a rural section, including a swale. The intent is to salvage as much of the existing curb as possible, expand the roadway to the south, and create a shared center left turn lane to match the design to the west. For the existing curb line, we will verify existing slopes and inspect for settlement areas. We will also review the existing center median and determine which portions can remain in-place.

Widening will occur on the south side of the roadway and will include a curb and gutter. The existing swale will be filled and replaced with storm sewer pipe to convey runoff.

The reconstruction process is assumed to include reclaiming the existing bituminous and aggregate base, recycling that material, and paving over the top. We will also require the contractor to expose the subgrade and scarify and recompact the upper one foot of material.

We had previously depicted a trail along the south curbline. This will not be constructed as a part of this project.

The existing trail on the north side of the roadway will remain in-place. No improvements to the trail are proposed at this time.

There will be some coordination with developers/property owners along the corridor. The design may need to be adjusted to accommodate potential developments.

Bunker Lake Boulevard is Municipal State Aid (MSA) street, which means that MnDOT MSA approval will be required prior to bidding. An Anoka County permit will most likely also be required for work in the Armstrong Boulevard right of way.

A LRRWMO Permit will be required due to the new impervious surface. We will assist the City with obtaining this permit as a part of the design process.

The project schedule will require plans to be completed by the end of October 2025 to allow for bidding in December of 2025 or January 2026.

We understand that City staff will prepare all council cases and hold the open house meeting. We will provide a project layout for use by the City at the open house.

We have assumed the City will prepare any required feasibility report and/or council reports required.

SCOPE OF WORK

Bolton & Menk will assist the City with survey, design, and bidding related services for the project. Our work will include the following tasks:

- **Survey** – This task will include a topographic survey and drone image of the site. We will also complete a Gopher State One Call/map request, complete utility mapping, and complete base map preparation.
- **Traffic Study Update** – We will review past studies, review current development strategies, and provide recommendations related to lane configurations and turn lane lengths. This will not be an in-depth, comprehensive analysis, but instead will be a more general review of existing documentation.
- **Design** – Design services will generally include the following tasks:
    - Attendance at design meetings,
    - Site visits to review the existing roadways and adjacent properties, and
    - Construction Documents for the use of permitting, bidding and construction.
- **Public Streets and Utilities** - Design services to include:
    - We have assumed that Bunker Lake Boulevard will be designed to a 10-ton section, and will have a 3-lane, urban-section configuration, similar to the constructed section to the west,
    - A review of sanitary sewer televising report and incorporation of findings into the plans. We have assumed that manhole casting adjustments will be the only sanitary sewer improvements required for the project,
    - No watermain-related work is anticipated, other than valve box and fire hydrant adjustments, and

    - We will prepare stormwater calculations for roadway improvements and implement storm sewer infrastructure improvements as needed.
- **Stormwater Related -** Stormwater design will include the following:
    - Gather the permitting history in the area and update the regional modeling to include adjacent developments, current Bunker Lake Boulevard storm sewer alignments, and regional stormwater management,
    - Verify existing stormwater management system design and proposed additional stormwater management systems, as needed,
    - Design stormwater management systems to ensure rate control, volume control, and water quality standards are met,
    - Develop proposed conditions MnDOT State Aid Hydraulics submittal, and
    - Develop and secure LRRWMO Stormwater Management and Erosion Control Permit.
- **Reviews** – We will review the final documents with the City and make revisions as needed.
- **Permits and Utilities** – We have assumed permits/approvals will be required as follows:
    - MnDOT State Aid,
    - Anoka County,
    - Lower Rum River Watershed Management Permit (New Impervious greater than 1 acre), and
    - NPDES (Contractor Obtained).
- **Bidding** – We will work with the City to solicit bids for the work.
- **Construction** – Our proposal does not include time after bid opening. A separate proposal can be provided at a later date for construction-related services.

PROPOSED FEES

The fees listed in the attached spreadsheet are estimates based on each task. While the actual fees required for each task may vary, the total amount of $118,347.00 is a Not-to-Exceed amount.

SCHEDULE

We are prepared to begin services immediately after authorization from the City is received.

If there are any questions, please call me at (651) 968-7760.

Sincerely,

BOLTON & MENK, INC.



Kevin P. Kielb, P.E.
Principal Engineer

CC: Bruce Westby, Public Works Director / City Engineer

ATTACHMENT: Fee Spreadsheet

Detailed Cost Estimate

Client: City of Ramsey 2026 Bunker Lake Boulevard Reconstruction		Bolton & Menk, Inc.									
Task No.	Work Task Description	Principal Engineer	Associate Project Manager	Water Resources Engineer	Design Engineer	Design Technician	Project Surveyor	Survey Crew Manager	Clerical	Total Hours	Total Cost
1.0	Project Management	8	16	2			2			28	$5,656
2.0	Topographic Survey		4		4	6	8	64		86	$16,296
3.0	Preliminary Design Exhibits & Traffic Study Update	18	24		44	16			2	104	$17,982
4.0	Final Design & State Aid Submittals	8	30	28	78	114			4	262	$42,738
5.0	Permitting (LRRWMO and Anoka County)	3	8	34	134				1	180	$31,175
6.0	Bidding Services	4	8		8				8	28	$4,500
	Total Hours	41	90	64	268	136	10	64	15	**688**	
	Average Hourly Rate	$223.00	$189.00	$227.00	$158.00	$142.00	$197.00	$195.00	$104.00		
	Bolton & Menk Subtotal	$9,143	$17,010	$14,528	$42,344	$19,312	$1,970	$12,480	$1,560		**$118,347**
	TOTAL PROPOSED FEES										**$118,347**

CC Regular Session

Meeting Date: 01/27/2026

Primary Strategic Plan Initiative: Address infrastructure needs.

Title:

Adopt Resolution #26-029 Approving Final Plans and Specifications and Authorizing Advertisements for Bids for Flintwood Hills 2nd & 3rd Street Reconstructions, Improvement Project #26-05

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #26-029 approving final plans and specifications and authorizing advertisement for bids for Flintwood Hills 2nd & 3rd Street Reconstructions, Improvement Project #26-05.

Background:

The 2026 – 2035 Capital Improvement Plan (CIP) identifies the streets within the Flintwood Hills 2nd & 3rd subdivision for street reconstruction in 2026. A street segment summary for the project is attached to this case.

Project History

- April 22, 2025, the Ramsey City Council adopted Resolution #25-082, accepting and awarding a proposal to Bolton & Menk for topographic survey of the project area.
- May 13, 2025, the Ramsey City Council adopted Resolution #25-101, accepting and awarding a proposal to Independent Testing Technologies for a geotechnical report of the project area.
- June 17, 2025, the Ramsey Public Works Committee recommended City Council order plans and specifications for said improvements.
- June 24, 2025, the Ramsey City Council adopted Resolution #25-139, ordering plans and specifications for said improvements.
- October 21, 2025, the Ramsey Public Works Committee recommended the reconstruction project include replacement of all concrete curb and gutter, rather than spot curb and gutter which would have totaled approximately 37-percent replacement.
- January 20, 2026, the Ramsey Public Works Committee recommended City Council approve final plans and specifications and authorize advertisement for bids for said improvements.

Project Scope

This project proposes to reconstruct the streets within the Flintwood Hills 2nd & 3rd subdivision, generally located east of Dysprosium Street between Bunker Lake Boulevard/CSAH 116 and Nowthen Boulevard/CSAH 5. The subdivision also includes 142nd Avenue west of Dysprosium Street to Flintwood Park. The streets are 30-foot wide urban sections with concrete curb and gutter, totaling 0.83 miles in length. There is no sidewalk in the subdivision other than at the intersections with Dysprosium Street. Any pedestrian ramp updates would be tied to Dysprosium Street, rather than this project. Traffic counts have not been taken within the project area. Municipal sewer, water, and storm sewer exist within the project area. Utility testing will be performed during project design and utility improvements are not currently proposed. Storm sewer catch basin grouting and casting resets will be performed.

The streets within Flintwood Hills 2nd & 3rd were constructed between 1985 and 1987, no overlays have been performed on these streets. Ground Penetrating Radar (GPR) data taken prior to skim patching shows an average pavement section of 6.6-inches, including 2.5-inches of bituminous and 4.1-inches of aggregate base.

The reconstruction is proposed to be a Full Reconstruction including replacing the concrete curb and gutter, and building back a full street section. The new street section will match today's standards, 6-inches of aggregate base

under 3.5-inches of new bituminous pavement. Because the total pavement section is gaining thickness, approximately 2-inches of underlying sand base material must be hauled off site.

The new concrete curb and gutter is proposed to match the elevation and location of the existing curb and gutter as close as practical. Since driveway locations are known, curb cuts will be added. Driveways and boulevards will be impacted, typically 6 to 8 feet behind the curb and gutter. In some areas, driveway match-ins must go further than 8 feet back. However, all work is proposed to occur within the right-of-way.

Restoration of the impacted boulevards will include a minimum of 4-inches of topsoil and hydroseed with a residential turf seed mix.

Municipal utilities exist throughout the project area. Repairs to pipes are not proposed with this project. All castings and valve boxes within the pavement and curb will need to be adjusted to match the new bituminous pavement elevation.

Preliminary Schedule Remaining

- Staff Receives Bids
  - March 3, 2026
- Council Awards Contract to the Lowest Responsible Bidder
  - March 10, 2026
- Contractor Begins Construction
  - Spring / Summer 2026
  - Detailed construction schedule will not be known until the project is awarded, and a pre-construction meeting is held with the contractor.
- Contractor Substantially Completes Construction
  - New bituminous pavement in-place, topsoil and seed in-place
  - August 28, 2026
- Contractor Final Completion
  - Verify final restoration; punch list created
  - October 2, 2026

Final plans are not attached to this case to prevent potential bidders from downloading plans attached to the case to prepare and submit their bids, rather than purchasing the plans through QuestCDN, the electronic bidding software used by the City of Ramsey. This ensures all bidders are bidding off the same set of plans, and all bidders are notified of any plan revisions (addenda) issued during the bidding process. Attached is the title sheet showing the scope of the improvements, as well as a plan sheet showing the typical section, which includes information on the proposed pavement section. Plans are available upon request from the City Engineer.

Notification:

If City Council approves plans and specifications and authorizes advertising for bids, bids will be advertised on Friday, January 30, and again on Friday, February 6, 2026, in the City's official newspaper, the Anoka Union Herald. Plans are also advertised on the QuestCDN website, which directly notifies contractors interested in bidding these types of projects.

Additionally, letters will be mailed to property owners with updates on the project status. Engineering staff maintains City Improvement webpages with the most current project information. This can be found on the city website, Engineering Department page.

Time Frame/Observations/Alternatives:

Observations:
The public open house was held on November 12, 2025 in the Lake Itasca Room, at the Municipal Center. No residents attended the meeting.

Alternatives:
Motion to adopt Resolution #26-029 approving final plans and specifications and authorizing advertisements for bids for Flintwood Hills 2nd & 3rd Street Reconstructions, Improvement Project #26-05.

Funding Source:
Funding for this improvement is proposed to come from Pavement Management Funds and Storm Water Utility Funds. Amount shown below include 23-percent indirect costs for administrative, engineering, finance, and legal costs.

Pavement Management Funds	$1,252,029
Storm Water Utility Funds	$25,193
Total Project Costs	**$1,277,222**

CIP level estimated project costs were $1,168,308 ($1,015,920 Pavement Management Funds, $152,388 Storm Water Utility Funds). The final project costs may change depending upon bid prices and actual construction quantities.

Recommendation:
The Ramsey Public Works Committee reviewed this improvement project on January 20, 2026. The committee recommended city council approve final plans and specifications and authorize advertisements for bids for Flintwood Hills 2nd & 3rd Street Reconstructions, Improvement Project #26-05.

Staff recommends adopting Resolution #26-029 approving final plans and specifications and authorizing advertisements for bids for said improvements.

Outcome/Action:
Motion to adopt Resolution #26-029 approving final plans and specifications and authorizing advertisement for bids for Flintwood Hills 2nd & 3rd Street Reconstructions, Improvement Project #26-05.

Attachments

Res 26-029
26-05 Title Sheet
26-05 Typical Section
26-05 Street Summary

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	01/22/2026 01:37 PM
Brian Hagen	Brian Hagen	01/22/2026 02:13 PM
Form Started By: Joe Feriancek		Started On: 01/15/2026 08:36 AM
Final Approval Date: 01/22/2026		

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

RESOLUTION #26-029

RESOLUTION APPROVING FINAL PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR FLINTWOOD HILLS 2ND & 3RD STREET RECONSTRUCTIONS, IMPROVEMENT PROJECT #26-05

WHEREAS, the City of Ramsey proposes to reconstruct the streets within the Flintwood Hills 2nd & 3rd subdivisions as identified within the 2026 – 2035 Capital Improvement Program; and

WHEREAS, pursuant to Ramsey City Council Resolution #25-082, adopted April 22, 2025, the City Council accepted and awarded the proposal to Bolton & Menk Anderson for topographic survey of the project area in the amount of $3,803.50; and

WHEREAS, pursuant to Ramsey City Council Resolution #25-101, adopted May 13, 2025, the City Council accepted and awarded the proposal to Independent Testing Technologies, Inc. for geotechnical survey of the project area in the amount of $6,825.00; and

WHEREAS, pursuant to Ramsey City Council Resolution #25-139, adopted June 24, 2025, the City Council ordered the City Engineer to prepare plans and specifications for Flintwood Hills 2nd & 3rd Street Reconstructions, Improvement Project #26-05,

WHEREAS, the City Engineer has prepared plans and specifications for the purpose of advertising bids for Flintwood Hills 2nd & 3rd Street Reconstructions, Improvement Project #26-05.

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

1) The Ramsey City Council hereby approves the final plans and specifications prepared by the City Engineer and authorizes advertisement for bids for said improvements as City Improvement Project #26-05, Flintwood Hills 2nd & 3rd Street Reconstructions.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

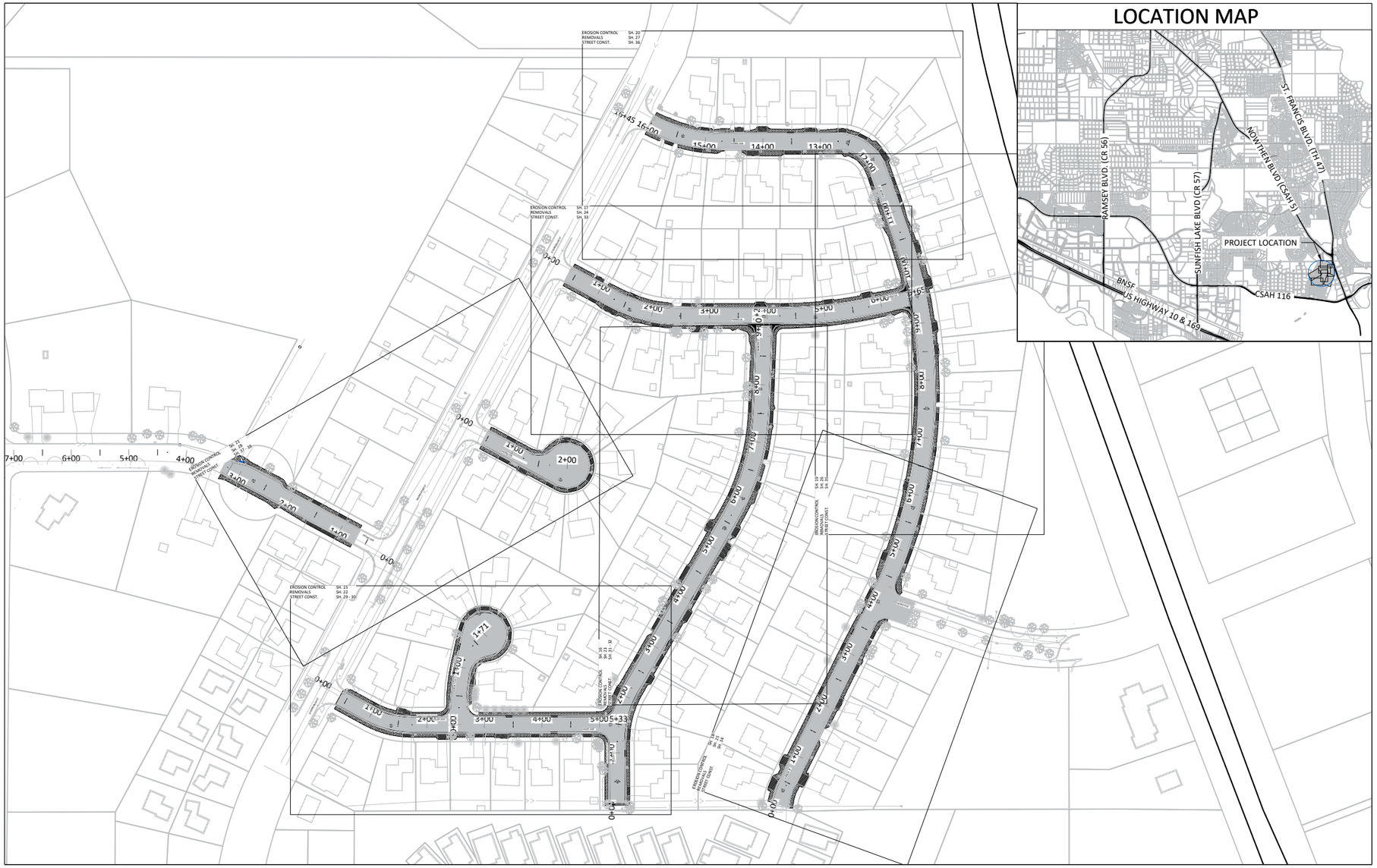
Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of January, 2026.

Mayor

ATTEST:

City Clerk

CITY OF RAMSEY
FLINTWOOD HILLS 2ND & 3RD STREET RECONSTRUCTIONS
CITY IMPROVEMENT PROJECT NO. 26-05



LOCATION MAP

GOVERNING SPECIFICATIONS

THE 2025 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

THE 2023 EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA "STANDARD SPECIFICATIONS" SHALL GOVERN FOR UTILITY INSTALLATIONS.

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

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

SHEET INDEX

THIS PLAN CONTAINS 56 SHEETS

SHEET No.	DESCRIPTION	
01	TITLE SHEET	
02	STATEMENT OF ESTIMATED QUANTITIES	
03	ALIGNMENT LAYOUT	
04	TYPICAL SECTION	
05 - 06	CITY DETAILS	
07 - 12	MNDOT PEDESTRIAN RAMP DETAILS	
13 - 14	SWPPP	
15 - 21	GRADING & EROSION CONTROL	
22 - 28	EXISTING CONDITIONS & REMOVALS	
29 - 38	STREET CONSTRUCTION	
39 - 40	CROSS SECTIONS	142ND AVENUE
41	CROSS SECTIONS	142ND CIRCLE
42 - 43	CROSS SECTIONS	141ST AVENUE
44	CROSS SECTIONS	COBALT CIRCLE
45 - 47	CROSS SECTIONS	BARIUM STREET
48 - 52	CROSS SECTIONS	ARGON STREET
53 - 54	CROSS SECTIONS	143RD AVENUE
55 - 56	CROSS SECTIONS	142ND LANE

LEGEND

SANITARY MANHOLE	Easement - Drainage & Utility
STORM SEWER MANHOLE	Easement - Roadway
CATCH BASIN MANHOLE	LOT LINE
CATCH BASIN	ELECTRIC LINE
CATCH BASIN - GROUT	ELECTRIC LINE - BURIED
CATCH BASIN - RESET	ELECTRIC LINE - OVERHEAD
FLARED END SECTION	GAS LINE
CULVERT END SECTION	TELECOMMUNICATION LINE
HYDRANT	TELECOMM - OVERHEAD
VALVE	FIBER OPTIC LINE
TREE - CONIFEROUS	TREE LINE
TREE - DECIDUOUS	LANDSCAPE
SHRUB	RETAINING WALL
LIGHT POLE	FENCE
SIGN	SILT FENCE
MAILBOX	WATERMAIN
PEDESTAL - TELECOM	SANITARY SEWER
PEDESTAL - ELECTRIC	STORM SEWER
HAND HOLE	DRAIN TILE
DRIVE - BITUMINOUS	LANDSCAPE - ROCK
DRIVE - CONCRETE	LANDSCAPE - MULCH
DRIVE - GRAVEL	LANDSCAPE - RIP RAP
CONCRETE WALK	PR. DRIVE - BITUMINOUS
BITUMINOUS TRAIL	PR. DRIVE - CONCRETE
REMOVE BIT PAVE	PR. DRIVE - GRAVEL
REMOVE CONCRETE PAVE	PR. CONCRETE WALK
REMOVE GRAVEL SURFACE	PR. CONCRETE
MILL BIT PAVEMENT	PR. SEEDING AREA
RECLAIM BIT PAVEMENT	PR. SODDING AREA

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

JOE FERIANCEK, P.E.
ASSISTANT CITY ENGINEER

57095 LIC. NO.

DATE --/--/--

DATE	REVISION

SHEET 01 OF 56 SHEETS

0 50 100 150
SCALE (FEET)

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

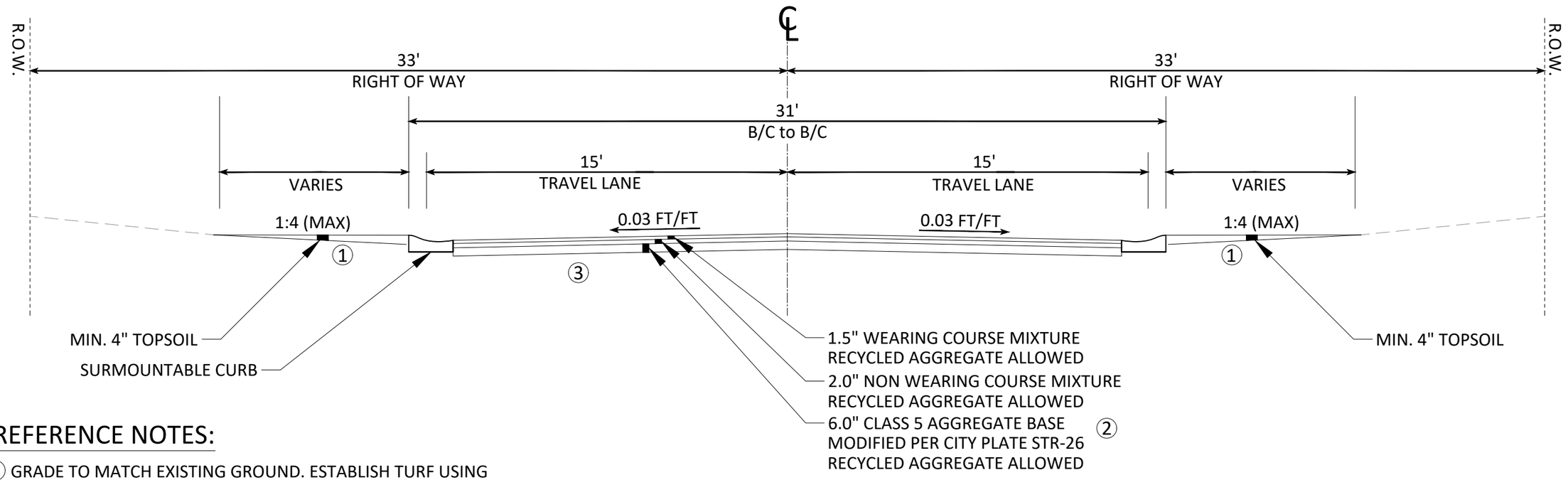
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

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

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

Dec 22, 2025 - 10:55am
G:\Engineering\AutoCad Dwgs\Projects A-M\Flintwood Hills 2nd & 3rd 26-05\Plan Drawings\26-05 Title Sheet.dwg

TYPICAL SECTION



REFERENCE NOTES:

① GRADE TO MATCH EXISTING GROUND. ESTABLISH TURF USING TOPSOIL AND HYDROSEED WITH MNDOT RESIDENTIAL TURF SEED MIXTURE.

② MODIFIED CLASS 5 AGGREGATE BASE PER CITY STANDARD DETAIL STR-26. SEE SHEET 06. RECYCLED RECLAMATION MATERIAL MEETING STR-26 MAY BE USED AS AGGREGATE BASE.

③ CONTRACTOR SHALL SCARIFY AND COMPACT, ACCORDING TO THE SPECIFIED DENSITY METHOD, THE TOP 12 INCHES OF MATERIAL PRIOR TO PLACING CLASS 5 AGGREGATE BASE. THIS PROCESS SHALL BE INCIDENTAL TO THE SUBGRADE PREPARATION PAY ITEM.

DATE	REVISION

Dec 22, 2025 - 3:20pm
G:\Engineering\AutoCad Dwgs\Projects A-M\Flintwood Hills 2nd & 3rd 26-05\Plan Drawings\26-05 Details.dwg

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

JOE FERIANCEK
Date --/--/-- Lic. No. 57095

DESIGNED BY:	JJF	
DRAWN BY:	JJF	DATE: 12/22/25
CHECKED BY:	JJF	FILE: 26-05

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

TYPICAL SECTION

FLINTWOOD HILLS 2ND & 3RD STREET
RECONSTRUCTIONS
CITY PROJECT NO. 26-05
CITY OF RAMSEY, MINNESOTA

IP 26-05
Flintwood Hills 2nd 3rd Street Reconstructions
Street Segment Summary

Subdivision	Street	Segment Description	Length (feet)	Section (Urban / Rural)	Curb (Bit / Conc.)	2024 PASER	Year Built	Maint. 1	Maint. 2	Maint. 3	Maint. 4	Maint. 5	Avg HMA (inches)	Avg Agg. Base (inches)	Avg Section (inches)
Flintwood Hills 2nd	141st Avenue	Dysprosium Street / Barium Street	518	Urban	Conc.	3	1985	SC 1989	SC 2001				2.0	3.1	5.1
	142nd Avenue	W EOP / Dysprosium Street	207	Urban	Conc.	5	1985	SC 1989	SC 2001				2.9	0**	**
	142nd Circle	Dysprosium Street / CDS	233	Urban	Conc.	3	1985	SC 1989	SC 2001				2.7	0**	**
	142nd Lane	Barium Street / Argon Street	273	Urban	Conc.	3	1985	SC 1989	SC 2001				2.3	2.3	4.6
	Argon Street	142nd Lane / 142nd Avenue	555	Urban	Conc.	3	1985	SC 1989	SC 2001				2.9	4.7	7.6
	Argon Street	S EOP / 142nd Avenue	399	Urban	Conc.	3	1987	SC 1989	SC 2001				2.9	4.7	7.6
	Barium Street	S EOP / 142nd Lane	912	Urban	Conc.	3	1985	SC 1989	SC 2001				2.4	5.4	7.8
	Cobalt Street	141st Avenue / CDS	207	Urban	Conc.	3	1985	SC 1989	SC 2001				2.8	0**	**
	Flintwood Hills 2nd Total		3304	0.63 mi.											
Flintwood Hills 3rd	142nd Lane	Dysprosium Street / Barium Street	383	Urban	Conc.	3	1987	SC 1989	SC 2001				2.3	2.3	4.6
	143rd Avenue	Dysprosium Street / PC Argon Street	441	Urban	Conc.	3	1987	SC 1989	SC 2001				2.8	3.8	6.6
	Argon Street	Northerly PC of 143rd Avenue / 142nd Lane	242	Urban	Conc.	3	1987	SC 1989	SC 2001				2.9	4.7	7.6
	Flintwood Hills 3rd Total		1066	0.2 mi.											
	Flintwood Hills 2nd & 3rd Total		**4370**	**0.83 mi.**											

* Per As-Built, GPR not available
** No Base Visible, GPR Data not available
*** No Wear Course Pavement; Rehabilitation Project

CC Regular Session

Meeting Date: 01/27/2026

Primary Strategic Plan Initiative: Address infrastructure needs.

Title:

Adopt Resolution #26-030 Approving Final Plans and Specifications and Authorizing Advertisements for Bids for 2026 Crack Seal Improvements, Improvement Project #26-09

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #26-030 approving final plans and specifications and authorizing advertisements for bids for 2026 Crack Seal Improvements, Improvement Project #26-09.

Background:

The City's current pavement maintenance schedule calls for public streets to receive the following maintenance following construction, overlay, or reconstruction:

- Year 2 – Pavement Rejuvenator
- Year 3 – Crack Seal
- Year 5 – Refresh Pavement Markings (If Applicable)
- Year 7 – Crack Seal
- Year 10 – Refresh Pavement Markings (If Applicable)
- Year 14 – Crack Seal
- Year 15 – Refresh Pavement Markings (If Applicable)
- Year 20 – Overlay or Reconstruction

The above schedule is the typical maintenance schedule based off assumed ideal conditions. Staff reviews the condition of all streets annually and adjusts the schedule of maintenance operations based on actual pavement conditions.

Crack seal improvements are completed annually, on between 10 and 23 miles of public street segments to cost-effectively maximize the life of the bituminous pavement.

Crack sealing protects pavement by preventing stormwater runoff from seeping through cracks in the pavement and joints between the pavement and concrete curb and gutter, and utility castings. Reducing future pavement damage due to wet subgrade soils, especially during freeze-thaw cycles.

A total of 14.09 miles of public streets are proposed to receive crack seal improvements in 2026. These street segments were selected based on age, pavement maintenance history, and Pavement and Surface Evaluation Rating (PASER) values. Selected streets generally have PASER values between 7 and 10.

Plans and specifications for the 2026 Crack Seal Improvements were prepared in-house as part of Staff's normal duties. A copy of the plans is attached to this case.

<u>Preliminary Schedule Remaining</u>

- January 27, 2026 City Council approve plans, authorize bidding
- March 3, 2026 Bids are publicly opened
- March 10, 2026 City Council award contract to the lowest responsible bidder

- May 2026 Contractor begins improvements
- June 30, 2026 Contractor completes improvements

The proposed improvements are designated as City Improvement Project #26-09, 2026 Crack Seal Improvements.

Notification:

If City Council approves plans and specifications and authorizes advertisement for bids, bids will be advertised on Friday, January 30, and again on Friday, February 6, 2026, in the City's official newspaper, the Anoka Union Herald. Plans are also advertised on the QuestCDN website, which directly notifies contractors interested in bidding these types of projects.

Staff does not mail letters to property owners for crack seal improvements, since the work occurs quickly and has little to no impact to the traveling public or abutting properties. Engineering Staff will create and maintain a project webpage, which will be updated as new information is made available throughout the project.

Time Frame/Observations/Alternatives:

Observations:

IP 26-09 and IP 26-10 engineer's estimates are based off of final plans and anticipated 2026 construction costs. IP 26-11 estimate is a CIP level estimate based off of costs per mile.

Alternatives:

Motion to adopt Resolution #26-030 approving final plans and specifications and authorizing advertisements for bids for 2026 Crack Seal Improvements, Improvement Project #26-09.

Funding Source:

The city budgeted $650,000 in 2026 for contracted street maintenance services including; crack sealing, pavement rejuvenation, and refreshing pavement markings.

The estimated costs for pavement maintenance improvements are:

- **IP 26-09 Crack Seal $221,000**
- IP 26-10 Pavement Rejuvenation $328,000
- IP 26-11 MSA Pavement Markings $8,000

- *Total Pavement Maintenance Costs $557,000*
  - *Staff recommends remaining budgeted funds be guided for pavement patching services as needed.*

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

Recommendation:

On January 20, 2026, the Ramsey Public Works Committee reviewed these improvements. The committee recommended City Council approve plans and specifications and authorize advertisement for bids for 2026 Crack Seal Improvements, Improvement Project #26-09.

Staff recommends adopting Resolution #26-030 approving final plans and specifications and authorizing advertisements for bids for said improvements.

Outcome/Action:

Motion to adopt Resolution #26-030 approving final plans and specifications and authorizing advertisements for bids for 2026 Crack Seal Improvements, Improvement Project #26-09.

Attachments

Res 26-030

26-09 Plans

26-09 Street Summary

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	01/22/2026 01:40 PM
Brian Hagen	Brian Hagen	01/22/2026 02:13 PM
Form Started By: Joe Feriancek		Started On: 01/15/2026 08:39 AM
Final Approval Date: 01/22/2026		

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

RESOLUTION #26-030

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR 2026 CRACK SEAL IMPROVEMENTS, IMPROVEMENT PROJECT #26-09

WHEREAS, the City of Ramsey can most cost-effectively maximize the life of the bituminous pavement on public streets by sealing cracks on an annual basis; and

WHEREAS, the City of Ramsey adopted budget for 2026 includes $650,000.00 for street maintenance contracted services, including to crack seal the bituminous pavement on numerous public street segments in support of the City's Pavement Management Program; and

WHEREAS, the City Engineer has prepared plans and specifications for the purpose of advertising for bids for 2026 Crack Seal Improvements, Improvement Project #26-09.

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

1) The Ramsey City Council hereby approves plans and specifications prepared by the City Engineer and authorizes advertisement for bids for said improvements as City Improvement Project #26-09, 2026 Crack Seal Improvements.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of January, 2026.

_____
Mayor

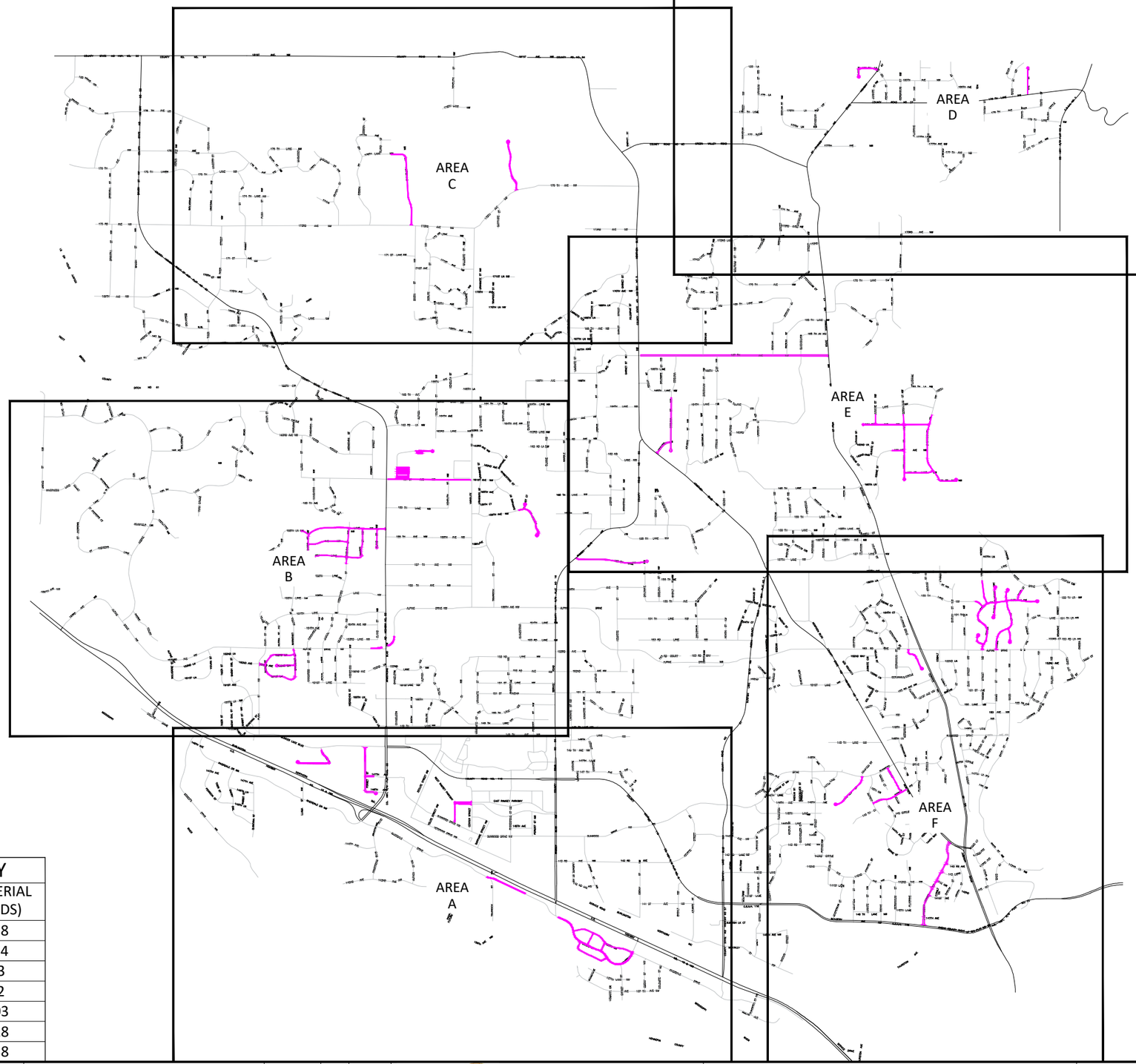
ATTEST:

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City Clerk

0 1/4 1/2 3/4
SCALE (MILE)

N



2026 CRACK SEAL SUMMARY

PROJECT AREA	LENGTH (MILES)	CS MATERIAL (POUNDS)
A	2.57	18638
B	3.88	16224
C	0.81	3613
D	0.32	1642
E	3.63	12803
F	2.98	21818
TOTAL	14.19	74738

DATE	REVISION

Jan 16, 2026 - 3:18pm
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DESIGNED BY:	JJF	
DRAWN BY:	JJF	DATE: 01/16/26
CHECKED BY:	JJF	FILE: 26-09

City of RAMSEY

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

OVERALL

2026 CRACK SEAL IMPROVEMENTS
CITY PROJECT NO. 26-09
CITY OF RAMSEY, MINNESOTA

SHEET 1 OF 7 SHEETS



AREA A		
SUBDIVISION	LENGTH (MILES)	CS MATERIAL (POUNDS)
AFFINITY AT THE COR	0.31	2150
BUNKER LAKE INDUSTRIAL PARK	0.29	3466
HY-10 RAMSEY	0.38	2338
MSA RIVERDALE DRIVE (WEST)	0.25	2350
MSA RIVERDALE DRIVE (EAST)	0.60	4098
RIVENWICK 3RD	0.23	1351
RIVENWICK VILLAGE	0.39	2279
RIVENWICK VILLAGE 4TH	0.12	606
AREA A TOTAL	2.57	18638

N

0 1/10 1/5 3/10

SCALE (MILE)

DATE	REVISION

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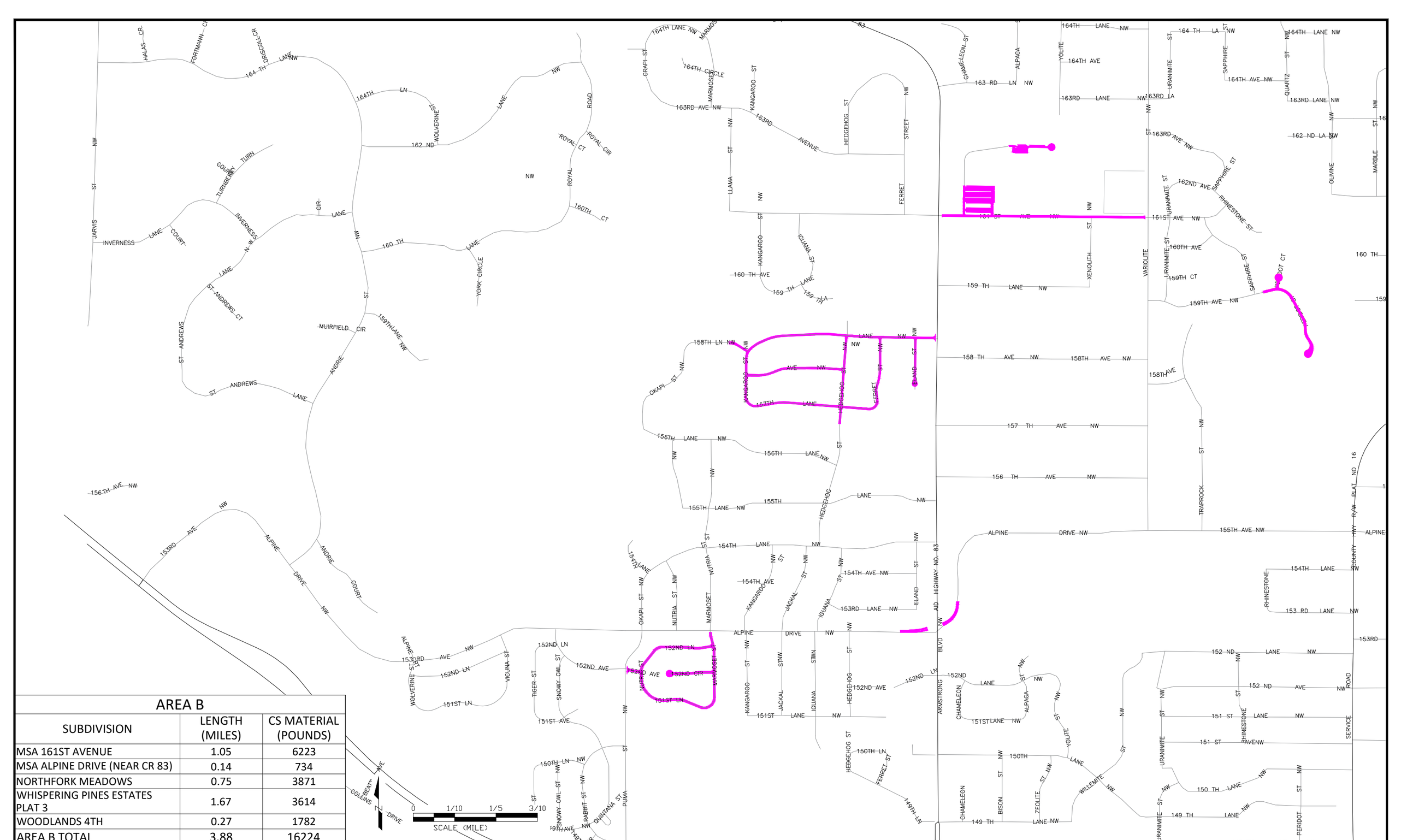
City of RAMSEY

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AREA A

2026 CRACK SEAL IMPROVEMENTS
CITY PROJECT NO. 26-09
CITY OF RAMSEY, MINNESOTA

SHEET 2 OF 7 SHEETS



AREA B		
SUBDIVISION	LENGTH (MILES)	CS MATERIAL (POUNDS)
MSA 161ST AVENUE	1.05	6223
MSA ALPINE DRIVE (NEAR CR 83)	0.14	734
NORTHFORK MEADOWS	0.75	3871
WHISPERING PINES ESTATES PLAT 3	1.67	3614
WOODLANDS 4TH	0.27	1782
AREA B TOTAL	3.88	16224

DATE	REVISION

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DESIGNED BY:	JJF	
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CHECKED BY:	JJF	FILE: 26-09

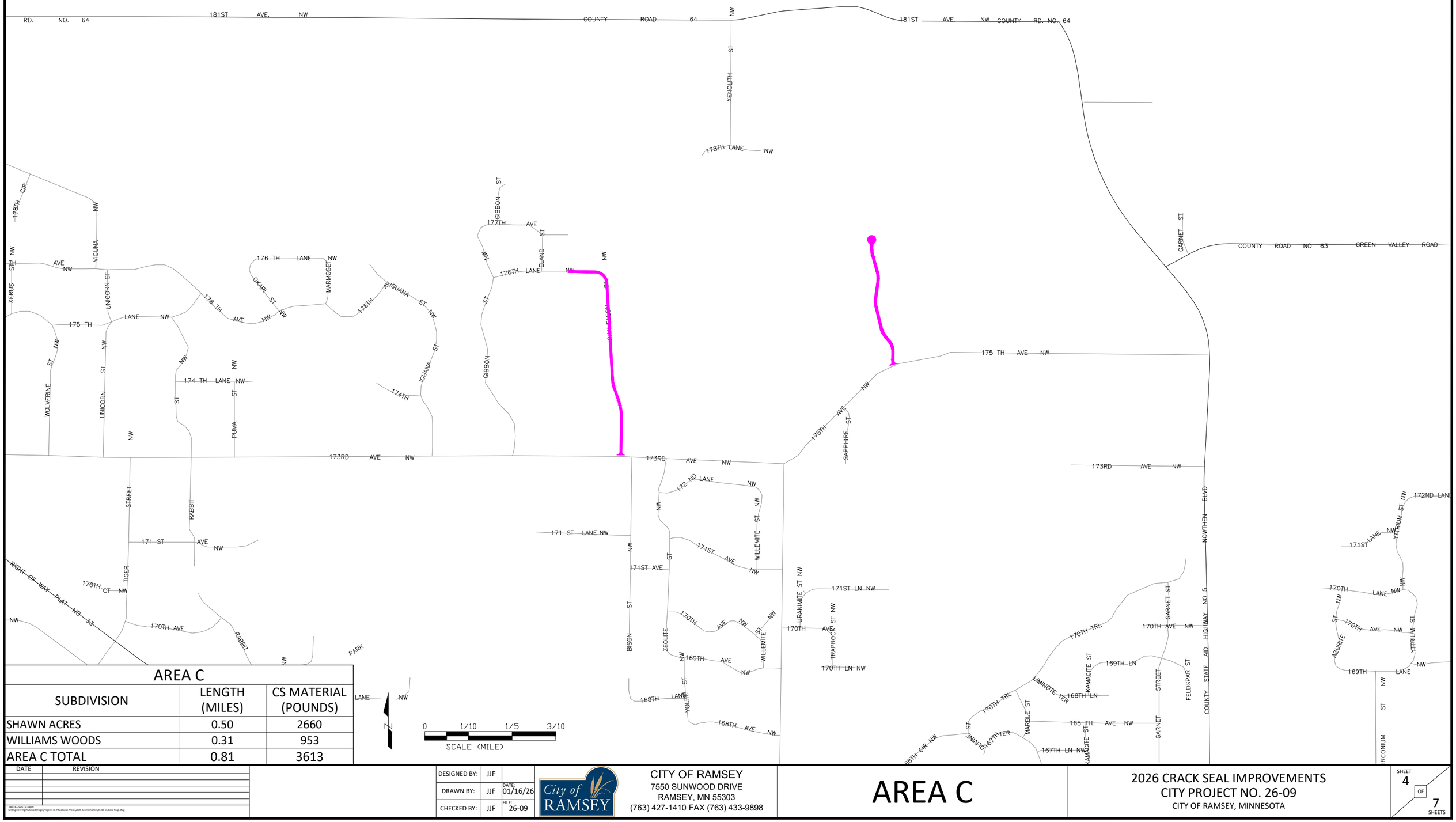
City of RAMSEY

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AREA B

2026 CRACK SEAL IMPROVEMENTS
CITY PROJECT NO. 26-09
CITY OF RAMSEY, MINNESOTA

SHEET 3 OF 7 SHEETS



AREA C		
SUBDIVISION	LENGTH (MILES)	CS MATERIAL (POUNDS)
SHAWN ACRES	0.50	2660
WILLIAMS WOODS	0.31	953
AREA C TOTAL	0.81	3613

DATE	REVISION

Jan 14, 2026 - 3:10pm
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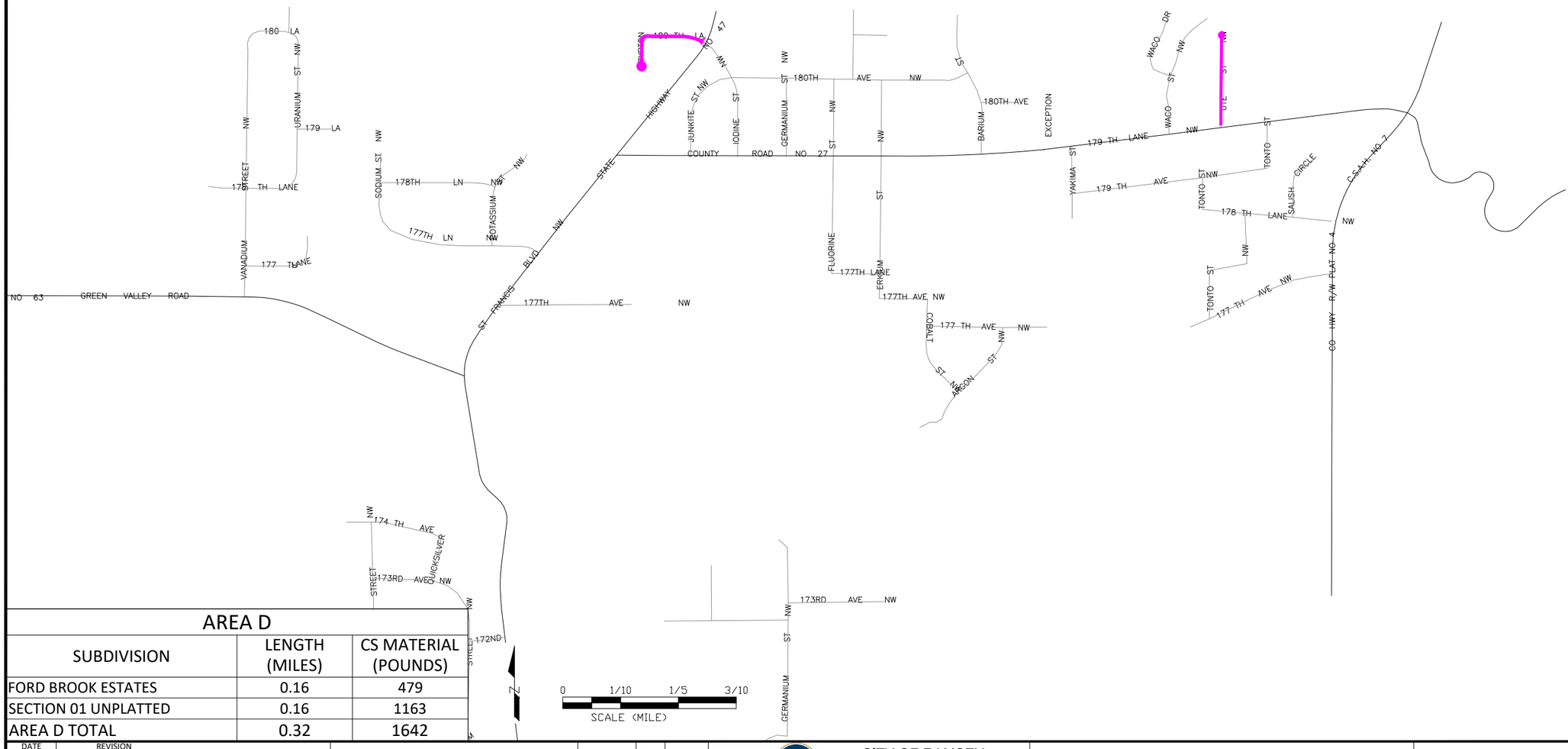
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DRAWN BY:	JJF	DATE: 01/16/26
CHECKED BY:	JJF	FILE: 26-09

CITY OF RAMSEY
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AREA C

2026 CRACK SEAL IMPROVEMENTS
CITY PROJECT NO. 26-09
CITY OF RAMSEY, MINNESOTA

SHEET 4 OF 7 SHEETS



AREA D

SUBDIVISION	LENGTH (MILES)	CS MATERIAL (POUNDS)
FORD BROOK ESTATES	0.16	479
SECTION 01 UNPLATTED	0.16	1163
AREA D TOTAL	0.32	1642

DATE	REVISION

Jan 16, 2026 - 3:34pm
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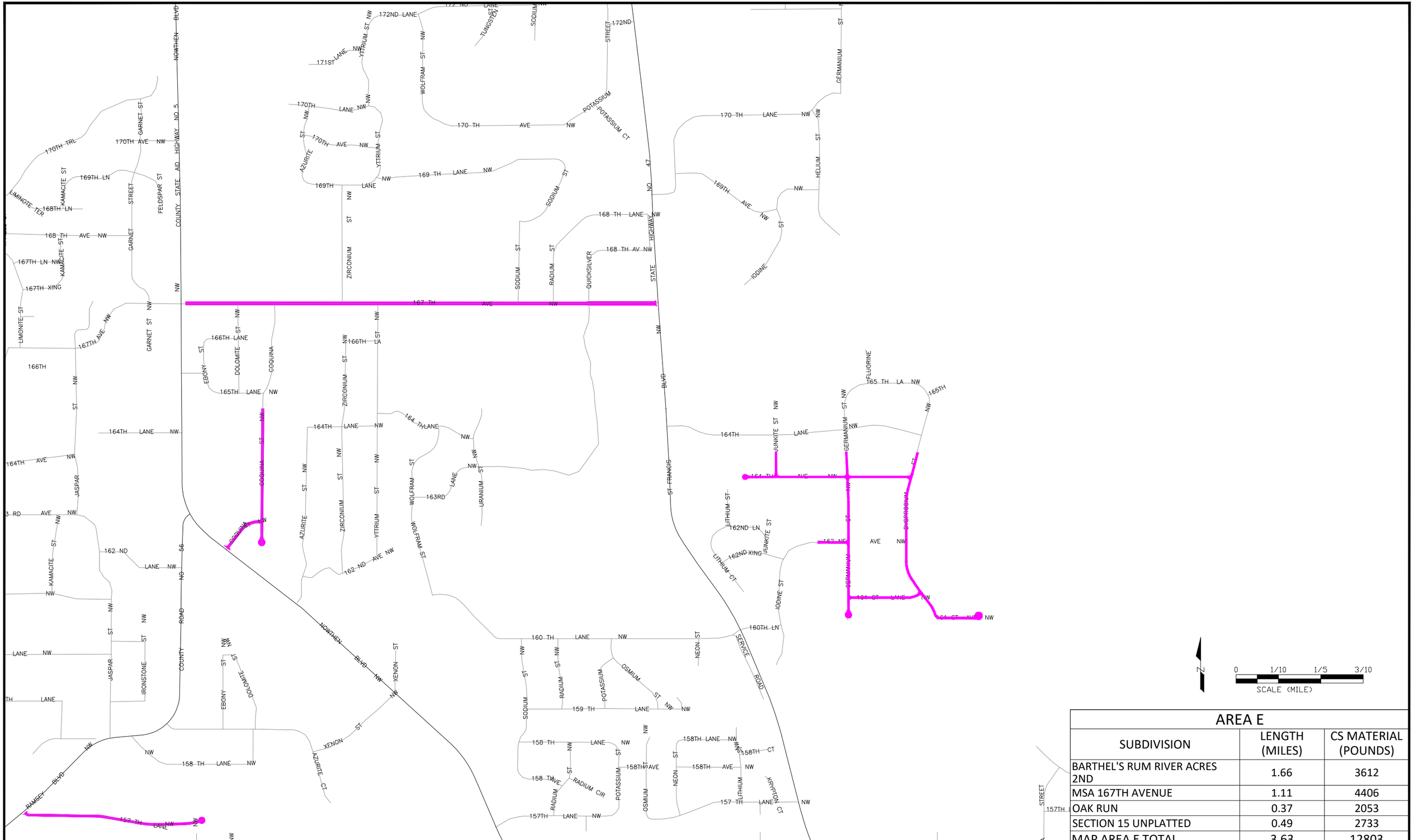
DESIGNED BY:	JJF	
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CHECKED BY:	JJF	FILE: 26-09

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AREA D

2026 CRACK SEAL IMPROVEMENTS
CITY PROJECT NO. 26-09
CITY OF RAMSEY, MINNESOTA

SHEET 5 OF 7 SHEETS



AREA E

SUBDIVISION	LENGTH (MILES)	CS MATERIAL (POUNDS)
BARTHEL'S RUM RIVER ACRES 2ND	1.66	3612
MSA 167TH AVENUE	1.11	4406
OAK RUN	0.37	2053
SECTION 15 UNPLATTED	0.49	2733
MAP AREA E TOTAL	3.63	12803

DATE	REVISION

DESIGNED BY:	JJF		
DRAWN BY:	JJF	DATE:	01/16/26
CHECKED BY:	JJF	FILE:	26-09

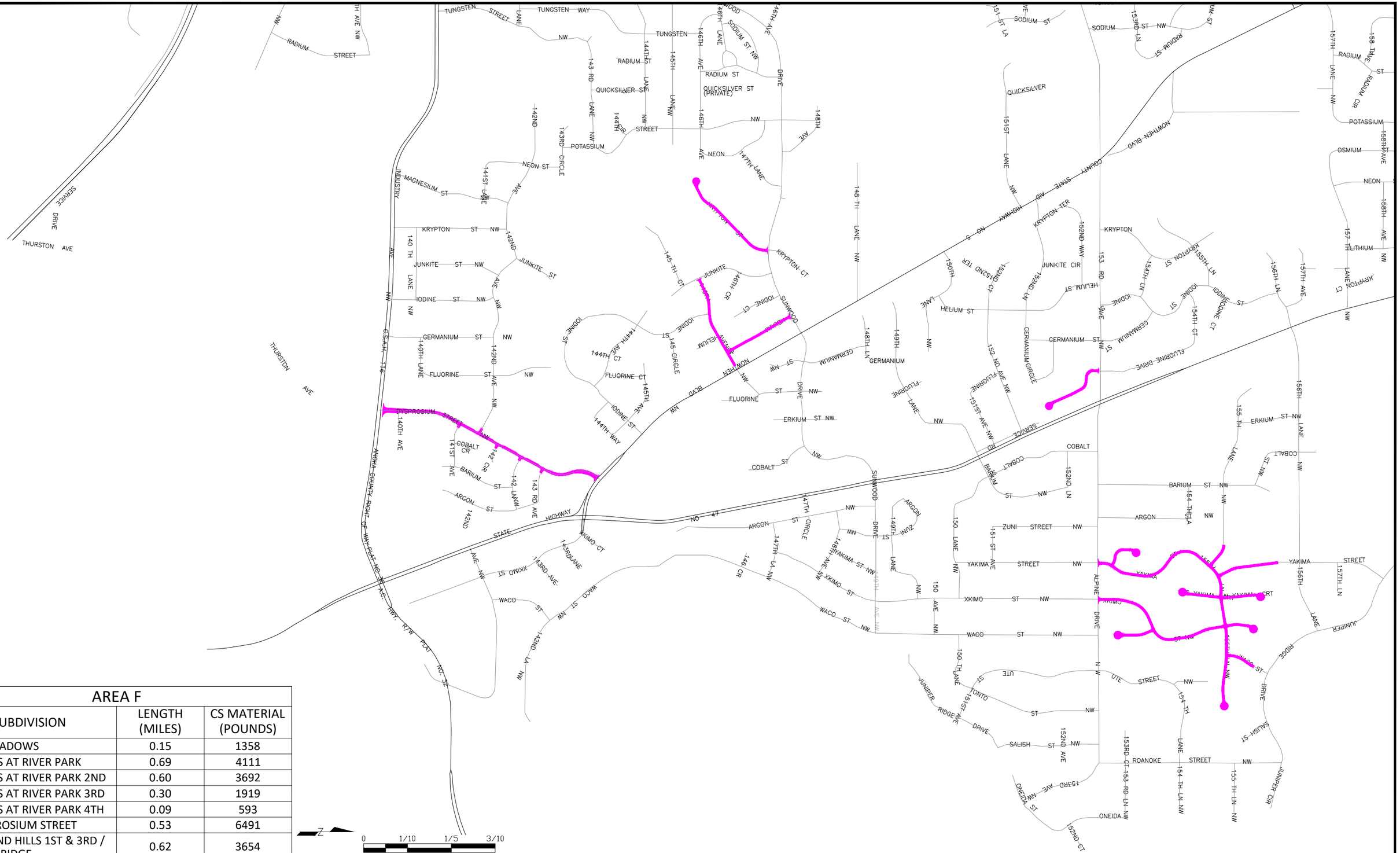
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AREA E

2026 CRACK SEAL IMPROVEMENTS
CITY PROJECT NO. 26-09
CITY OF RAMSEY, MINNESOTA

SHEET 6 OF 7 SHEETS



AREA F		
SUBDIVISION	LENGTH (MILES)	CS MATERIAL (POUNDS)
ALPINE MEADOWS	0.15	1358
HIGHLANDS AT RIVER PARK	0.69	4111
HIGHLANDS AT RIVER PARK 2ND	0.60	3692
HIGHLANDS AT RIVER PARK 3RD	0.30	1919
HIGHLANDS AT RIVER PARK 4TH	0.09	593
MSA DYSPROSIUM STREET	0.53	6491
WOOD POND HILLS 1ST & 3RD / CHESTNUT RIDGE	0.62	3654
MAP AREA F TOTAL	2.98	21818

DATE	REVISION

Jan 16, 2026 - 3:20pm
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City of RAMSEY

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RAMSEY, MN 55303
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AREA F

2026 CRACK SEAL IMPROVEMENTS
CITY PROJECT NO. 26-09
CITY OF RAMSEY, MINNESOTA

SHEET 7 OF 7 SHEETS

26-09 2026 CRACK SEAL STREET SUMMARY		
MAP AREA	**Length (miles)**	**CS MATERIAL (LBS)**
MAP AREA A	2.57	18,638
MAP AREA B	3.88	16,224
MAP AREA C	0.81	3,613
MAP AREA D	0.32	1,642
MAP AREA E	3.63	12,803
MAP AREA F	2.98	21,818
PROJECT TOTAL	**14.19**	**74,738**

MAP AREA A					
SUBDIVISION	**STREET**	**SEGMENT**	**CONCRETE CURB (YES/NO)**	**LENGTH (MILES)**	**CS MATERIAL (LBS)**
AFFINITY AT THE COR	WEST RAMSEY PARKWAY EB	WILLEMITE ST / CENTER ST	YES	0.09	692
	WEST RAMSEY PARKWAY WB	WILLEMITE ST / CENTER ST	YES	0.09	685
	WILLEMITE STREET	SUNWOOD DR / WEST RAMSEY PRKWY	YES	0.12	773
		AFFINITY AT THE COR TOTAL		0.31	2,150
BUNKER LAKE INDUSTRIAL PARK	147TH LANE	JACKAL ST / CDS	YES	0.20	2,476
	JACKAL STREET	BUNKER LAKE BLVD / 147TH LN	YES	0.09	990
		BUNKER LAKE INDUSTRIAL PARK TOTAL		0.29	3,466
HY-10 RAMSEY	146TH AVENUE	FERRET ST / CDS	YES	0.07	486
	147TH AVENUE	FERRET ST / CR 83	YES	0.05	293
	FERRET STREET	NW PC 146TH AVE & FERRET ST / 147TH AVE	YES	0.09	540
	FERRET STREET	147TH AVE / N EOP	YES	0.12	680
	FERRET STREET	N EOP / BUNKER LAKE BLVD	YES	0.05	338
		HY-10 RAMSEY TOTAL		0.38	2,338
MSA RIVERDALE DRIVE (WEST)	RIVERDALE DRIVE	TRAPROCK ST / 1100' E/O TRAPROCK ST	YES	0.25	2,350
		MSA RIVERDALE DRIVE (WEST) TOTAL		0.25	2,350
MSA RIVERDALE DRIVE (EAST)	RIVERDALE DRIVE	HOLIDAY GAS STATION / GARNET ST	YES	0.49	3,325
	RIVERDALE DRIVE	GARNET ST / 139TH LN	YES	0.11	773
		MSA RIVERDALE DRIVE (EAST) TOTAL		0.60	4,098
RIVENWICK 3RD	139TH AVENUE	RIVERDALE DR / RIVERDALE DR	YES	0.23	1,351
		RIVENWICK 3RD TOTAL		0.23	1,351
RIVENWICK VILLAGE	139TH AVENUE	HEMATITE ST / JASPAR ST	YES	0.10	554
	139TH AVENUE	RIVERDALE DR / HEMATITE ST	YES	0.17	991
	HEMATITE STREET	RIVERDALE DR / 139TH AVE	YES	0.05	296
	JASPAR STREET	RIVERDALE DR / 139TH AVE	YES	0.07	438
		RIVENWICK VILLAGE TOTAL		0.39	2,279
RIVENWICK VILLAGE 4TH	139TH LANE	RIVERDALE DR / JASPAR ST	YES	0.12	606
		RIVENWICK VILLAGE 4TH TOTAL		0.12	606
		MAP AREA A TOTAL		**2.57**	**18,638**

MAP AREA B					
SUBDIVISION	**STREET**	**SEGMENT**	**CONCRETE CURB (YES/NO)**	**LENGTH (MILES)**	**CS MATERIAL (LBS)**
MSA 161ST AVENUE	161ST AVENUE	CR 83 / VARIOLITE ST	YES	0.49	2,363
	CENTRAL PARK	EASTERN PARKING LOT	YES	0.16	1,109
	CENTRAL PARK	SOUTHERN PARKING LOTS	YES	0.40	2,750
		MSA 161ST AVENUE TOTAL		1.05	6,223
MSA ALPINE DRIVE (NEAR CR 83)	ALPINE DRIVE	PT. 400' W/O CR 83 / CR 83	YES	0.07	358
	ALPINE DRIVE	CR 83 / PT. 250' E/O CR 83	YES	0.07	376
		MSA ALPINE DRIVE (NEAR CR 83) TOTAL		0.14	734
NORTHFORK MEADOWS	151ST LANE	MARMOSET ST / NUTRIA ST	YES	0.15	781
	152ND AVENUE	NUTRIA ST / PUMA ST	YES	0.03	177
	152ND CIRCLE	MARMOSET ST / CDS	YES	0.11	642
	152ND LANE	MARMOSET ST / NUTRIA ST	YES	0.13	672
	MARMOSET STREET	151ST LN / 152ND CIR	YES	0.09	432
	MARMOSET STREET	152ND CIR / ALPINE DR	YES	0.10	493
	NUTRIA STREET	151ST LN / 152ND AVE	YES	0.06	312
	NUTRIA STREET	152ND AVE / 152ND LN	YES	0.07	362
		NORTHFORK MEADOWS TOTAL		0.75	3,871
WHISPERING PINES ESTATES PLAT 3	157TH LANE	SW PC KANGAROO ST & 157TH LN / SE PC FERRET ST & 157TH LN	NO	0.31	652
	158TH AVENUE	KANGAROO ST / HEDGEHOG ST	NO	0.23	501
	158TH LANE	ARMSTRONG BLVD / W EOP	NO	0.52	1,114
	ELAND STREET	158TH LN / S EOP	NO	0.12	280
	FERRET STREET	NE PC FERRET ST & 157TH LN / 158TH LN	NO	0.17	358
	HEDGEHOG STREET	S EOP / N EOP	NO	0.21	447
	KANGAROO STREET	NW PC KANGAROO ST & 157TH LN / 158TH LN	NO	0.12	262
		WHISPERING PINES ESTATES PLAT 3 TOTAL		1.67	3,614
WOODLANDS 4TH	159TH AVENUE	W EOP / PERIDOT CRT	YES	0.03	200
	PERIDOT COURT	159TH AVE / CDS	YES	0.04	293
	PERIDOT STREET	159TH AVE / CDS	YES	0.20	1,289
		WOODLANDS 4TH TOTAL		0.27	1,782
		MAP AREA B TOTAL		**3.88**	**16,224**

MAP AREA C					
SUBDIVISION	**STREET**	**SEGMENT**	**CONCRETE CURB (YES/NO)**	**LENGTH (MILES)**	**CS MATERIAL (LBS)**
SHAWN ACRES	176TH LANE	CHAMELEON ST / CDS	NO	0.08	438
	CHAMELEON STREET	173RD AVE / 176TH LN	NO	0.42	2,222
			SHAWN ACRES TOTAL	0.50	2,660
WILLIAMS WOODS	RHINESTONE STREET	175TH AVE / CDS	NO	0.31	953
			WILLIAMS WOODS TOTAL	0.31	953
			MAP AREA C TOTAL	**0.81**	**3,613**

MAP AREA D					
SUBDIVISION	**STREET**	**SEGMENT**	**CONCRETE CURB (YES/NO)**	**LENGTH (MILES)**	**CS MATERIAL (LBS)**
FORD BROOK ESTATES	180TH LANE	TH 47 / KRYPTON ST	NO	0.11	264
	KRYPTON STREET	180TH LN / CDS	NO	0.06	215
			FORD BROOK ESTATES TOTAL	0.16	479
SECTION 01 UNPLATTED	UTE STREET	179TH LN / N LINE SECTION 01	YES	0.16	1,163
			SECTION 01 UNPLATTED TOTAL	0.16	1,163
			MAP AREA D TOTAL	**0.32**	**1,642**

MAP AREA E TOTAL					
SUBDIVISION	**STREET**	**SEGMENT**	**CONCRETE CURB (YES/NO)**	**LENGTH (MILES)**	**CS MATERIAL (LBS)**
BARTHEL'S RUM RIVER ACRES 2ND	161ST AVENUE	DYSPROSIUM ST / E CDS	NO	0.11	318
	161ST LANE	GERMANIUM ST / DYSPROSIUM ST	NO	0.17	373
	162ND LANE	W EOP / GERMANIUM ST	NO	0.07	157
	164TH AVENUE	GERMANIUM ST / DYSPROSIUM ST	NO	0.15	321
	164TH AVENUE	JUNKITE ST / GERMANIUM ST	NO	0.17	356
	164TH AVENUE	W EOP / JUNKITE ST	NO	0.08	200
	DYSPROSIUM STREET	161ST AVE / 161ST LN	NO	0.07	144
	DYSPROSIUM STREET	161ST LN / 162ND LN	NO	0.13	271
	DYSPROSIUM STREET	162ND LN / 164TH AVE	NO	0.16	329
	DYSPROSIUM STREET	164TH AVE / N EOP	NO	0.12	127
	GERMANIUM STREET	161ST LN / 162ND LN	NO	0.13	276
	GERMANIUM STREET	162ND LN / 164TH AVE	NO	0.15	328
	GERMANIUM STREET	164TH AVE / N EOP	NO	0.06	126
	GERMANIUM STREET	S EOP / 161ST LN	NO	0.05	160
	JUNKITE STREET	163TH AVE / N EOP	NO	0.06	126
			BARTHEL'S RUM RIVER ACRES 2ND TOTAL	1.66	3,612
MSA 167TH AVENUE	167TH AVENUE	CSAH 5 / QUICKSILVER ST	NO	0.95	3,357
	167TH AVENUE	QUICKSILVER ST / TH 47	YES	0.16	1,049
			MSA 167TH AVENUE TOTAL	1.11	4,406
OAK RUN	COQUINA STREET	NOWTHEN BLVD / N EOP	NO	0.37	2,053
			OAK RUN TOTAL	0.37	2,053
SECTION 15 UNPLATTED	157TH LANE	RAMSEY BLVD / CDS	NO	0.43	2,298
	COQUINA STREET	COQUINA ST / CDS	NO	0.06	435
			SECTION 15 UNPLATTED TOTAL	0.49	2,733
			MAP AREA E TOTAL	**3.63**	**12,803**

MAP AREA F TOTAL					
SUBDIVISION	**STREET**	**SEGMENT**	**CONCRETE CURB (YES/NO)**	**LENGTH (MILES)**	**CS MATERIAL (LBS)**
ALPINE MEADOWS	FLUORINE STREET	ALPINE DR / S EOP	YES	0.15	1,358
			ALPINE MEADOWS TOTAL	0.15	1,358
HIGHLANDS AT RIVER PARK	155TH LANE	W EOP / YAKIMA CRT	YES	0.14	804
	155TH LANE	YAKIMA CRT / E EOP	YES	0.02	138
	SOUTH YAKIMA COURT	155TH LN / CDS	YES	0.10	649
	YAKIMA STREET	155TH LN / N EOP	YES	0.14	808
	YAKIMA STREET	ALPINE DR / 155TH LN	YES	0.29	1,712
			HIGHLANDS AT RIVER PARK TOTAL	0.69	4,111
HIGHLANDS AT RIVER PARK 2ND	155TH LANE	E EOP / W EOP	YES	0.08	449
	WACO COURT	XKIMO ST / CDS	YES	0.09	620
	XKIMO STREET	ALPINE DR / WACO CRT	YES	0.16	941
	XKIMO STREET	WACO CRT / 155TH LN	YES	0.17	1,018
	YAKIMA COURT	155TH LN / N EOP	YES	0.10	664
			HIGHLANDS AT RIVER PARK 2ND TOTAL	0.60	3,692
HIGHLANDS AT RIVER PARK 3RD	155TH LANE	WACO ST / CDS	YES	0.13	818
	155TH LANE	WACO ST / E EOP	YES	0.03	190
	WACO STREET	155TH LN / N EOP	YES	0.07	391
	XKIMO COURT	155TH LN / CDS	YES	0.07	519
			HIGHLANDS AT RIVER PARK 3RD TOTAL	0.30	1,919
HIGHLANDS AT RIVER PARK 4TH	ZUNI COURT	YAKIMA ST / CDS	YES	0.09	593
			HIGHLANDS AT RIVER PARK 4TH TOTAL	0.09	593
MSA DYSPROSIUM STREET	DYSPROSIUM STREET	CR 116 / 14ND CIR	YES	0.28	3,522
	DYSPROSIUM STREET	142ND CIR / 143RD AVE	YES	0.12	1,345
	DYSPROSIUM STREET	143RD AVE / CSAH 5	YES	0.13	1,624
			MSA DYSPROSIUM STREET TOTAL	0.53	6,491
WOOD POND HILLS 1ST & 3RD / CHESTNUT RIDGE	146TH AVENUE	JUNKIT ST / E EOP	YES	0.15	871
	146TH AVENUE	NOWTHEN BLVD / W EOP	YES	0.06	367
	HELIUM STREET	146TH AVE / SUNWOOD DR	YES	0.16	932
	KRYPTON STREET	SUNWOOD DR / S CDS	YES	0.25	1,484
			WOOD POND HILLS 1ST & 3RD / CHESTNUT RIDGE TOTAL	0.62	3,654
			MAP AREA F TOTAL	**2.98**	**21,818**

CC Regular Session

Meeting Date: 01/27/2026

Primary Strategic Plan Initiative: Address infrastructure needs.

Title:

Adopt Resolution #26-031 Approving Final Plans and Specifications and Authorizing Advertisements for Bids for 2026 Pavement Rejuvenation Improvements, Improvement Project #26-10

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #26-031 approving final plans and specifications and authorizing advertisements for bids for 2026 Pavement Rejuvenation Improvements, Improvement Project #26-10.

Background:

The City's current pavement maintenance schedule calls for public streets to receive the following maintenance following construction, overlay, or reconstruction:

- Year 2 – Pavement Rejuvenator
- Year 3 – Crack Seal
- Year 5 – Refresh Pavement Markings (If Applicable)
- Year 7 – Crack Seal
- Year 10 – Refresh Pavement Markings (If Applicable)
- Year 14 – Crack Seal
- Year 15 – Refresh Pavement Markings (If Applicable)
- Year 20 – Overlay or Reconstruction

The above schedule is the typical maintenance schedule based off assumed ideal conditions. Staff reviews the condition of all streets annually and adjusts the schedule of maintenance operations based on actual pavement conditions.

Rejuvenator Use History

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

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

Reclamation has been used nationally for over 5 decades and is proven to add 5 to 7 years of service life to pavements. The application is intended to be performed on pavements 5 years old or less, though several cities are completing pilot project applications on pavement sections older than 5 years. Additionally, staff is aware an ongoing study for considering a 2nd Reclamite treatment to further extend the useful service life of pavements. Staff will continue to monitor such applications and adjust future projects within the City of Ramsey based on observed results.

Future Considerations

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

2026 Proposed Rejuvenation Improvements

Plans for the 2026 Pavement Rejuvenation Improvements are attached to this case. A total of 15.56 miles of public street segments and 1 parking lot are proposed to receive pavement rejuvenation. The proposed streets are generally receiving the treatment on the 2nd year after construction, reconstruction, or overlay per the proposed street maintenance schedule. The exception are some subdivisions built in small phases, with earlier phases being held off 1 year to be able to treat a larger area at once. This simplifies future maintenance as well, and is less confusing for the general public compared to stopping projects at arbitrary plat lines within a subdivision. Final plans and specifications were prepared in-house as part of staff's normal duties.

Preliminary Schedule Remaining

- January 27, 2026 City Council approve plans, authorize bidding
- March 3, 2026 Bid opening, City Council award contracts
- March 10, 2026 City Council awards contract to the lowest responsible bidder
- July 1, 2026 Contractor may begin improvements
- August 30, 2026 Contractor completes improvements

The proposed improvements are designated as 2026 Pavement Rejuvenation Improvements, Improvement Project #26-10.

Notification:

If City Council approves plans and specifications and authorizes advertisements for bids, bids will be advertised on Friday, January 30, and again on Friday, February 6, 2026, in the City's official newspaper, the Anoka Union Herald. Plans are also advertised on the QuestCDN website, which directly notifies contractors interested in bidding these types of projects.

Additionally, letters will be delivered to affected property owners near the beginning of the project, once project dates are known. Mailings are performed by the Contractor for this improvement.

Time Frame/Observations/Alternatives:

Observations:

IP 26-10 and IP 26-09 engineer's estimates are based off of final plans and anticipated 2026 construction costs. IP 26-11 estimate is a CIP level estimate based off of costs per mile.

Alternatives:

Motion to adopt Resolution #26-031 approving final plans and specifications and authorizing advertisements for bids for 2026 Pavement Rejuvenation Improvements, Improvement Project #26-10.

Funding Source:

The city budgeted $650,000 in 2026 for contracted street maintenance services including; crack sealing, pavement rejuvenation, and refreshing pavement markings.

The preliminary estimated costs for pavement maintenance improvements are:

- IP 25-09 Crack Seal $221.000
- **IP 25-10 Pavement Rejuvenation $328,000**
- IP 25-11 MSA Pavement Markings $8,000

- *Total Pavement Maintenance Costs $557,000*
  - *Staff recommends remaining budgeted funds be guided for pavement patching services as needed.*

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

Recommendation:

On December 20, 2026 the Ramsey Public Works Committee recommended City Council approve final plans and specifications and authorize advertisements for bids for 2026 Pavement Rejuvenation Improvements, Improvement Project #26-10.

Staff recommends adopting Resolution #26-031 approving final plans and specifications and authorizing advertisements for bids for 2026 Pavement Rejuvenation Improvements, Improvement Project #26-10.

Outcome/Action:

Motion to adopt Resolution #26-031 approving final plans and specifications and authorizing advertisements for bids for 2026 Pavement Rejuvenation Improvements, Improvement Project #26-10.

Attachments

Res 26-031

26-10 Plans

26-10 Street Summary

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	01/22/2026 01:42 PM
Brian Hagen	Brian Hagen	01/22/2026 02:13 PM
Form Started By: Joe Feriancek		Started On: 01/15/2026 08:40 AM
Final Approval Date: 01/22/2026		

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

RESOLUTION #26-031

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENT FOR BIDS FOR 2026 PAVEMENT REJUVENATION IMPROVEMENTS, IMPROVEMENT PROJECT #26-10

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

WHEREAS, the City of Ramsey adopted budget for 2026 includes $650,000.00 for street maintenance contracted services, including to apply pavement rejuvenator on numerous public street segments in support of the City's Pavement Management Program; and

WHEREAS, the City Engineer has prepared plans and specifications for the purpose of advertising for bids for 2026 Pavement Rejuvenation Improvements, Improvement Project #26-10.

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

1) The Ramsey City Council hereby approves plans and specifications prepared by the City Engineer and authorizes advertisement for bids for said improvements as City Improvement Project #26-10, 2026 Pavement Rejuvenation Improvements.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of January, 2026.

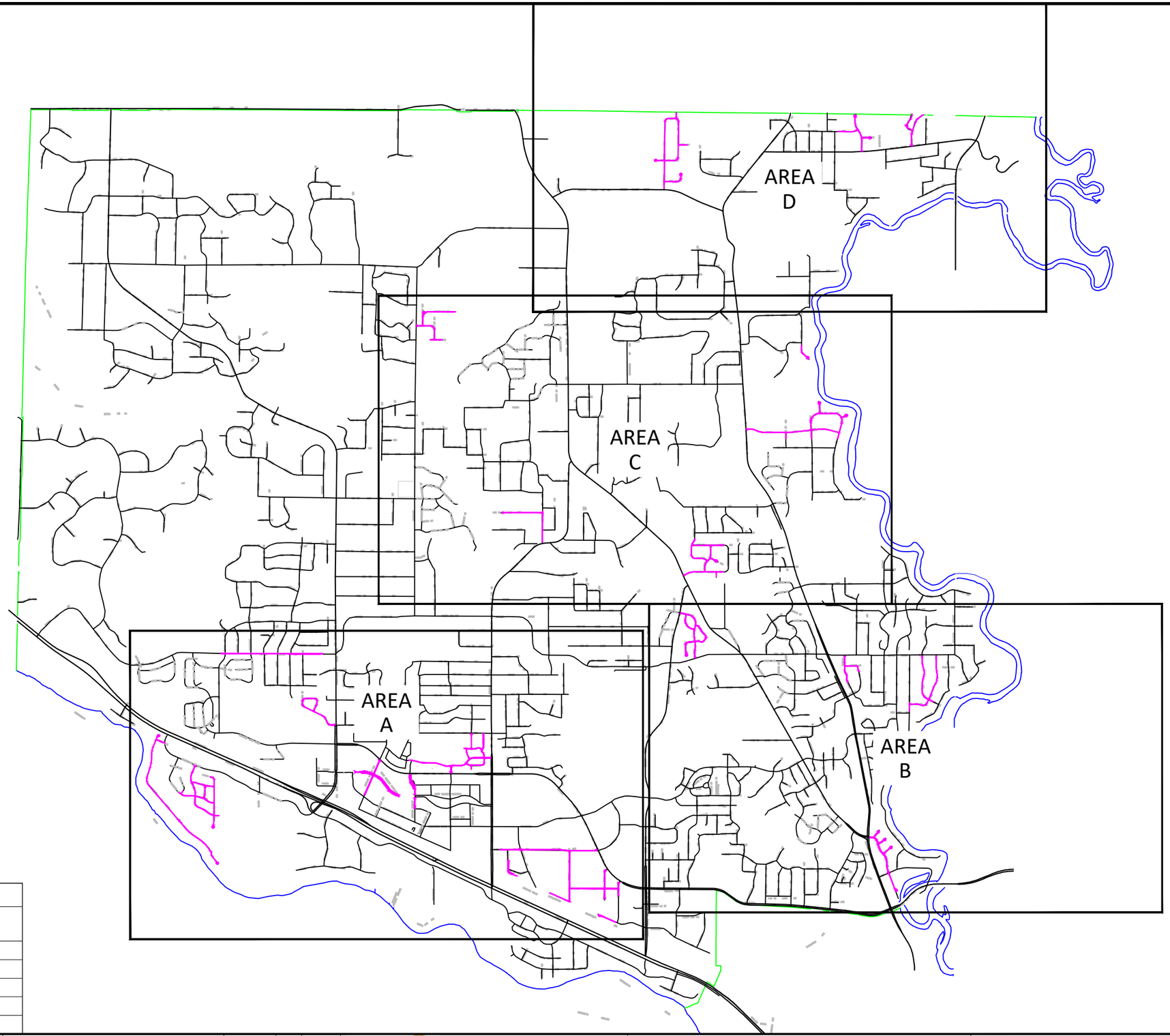
_____

Mayor

ATTEST:

_____

City Clerk



2026 REJUVENATOR SUMMARY		
PROJECT AREA	LENGTH (MILES)	AREA (SY)
A	7.76	138317
B	2.51	44621
C	3.32	52005
D	1.97	29724
TOTAL	15.56	264667

DATE	REVISION

Jan 08, 2026 - 12:00pm
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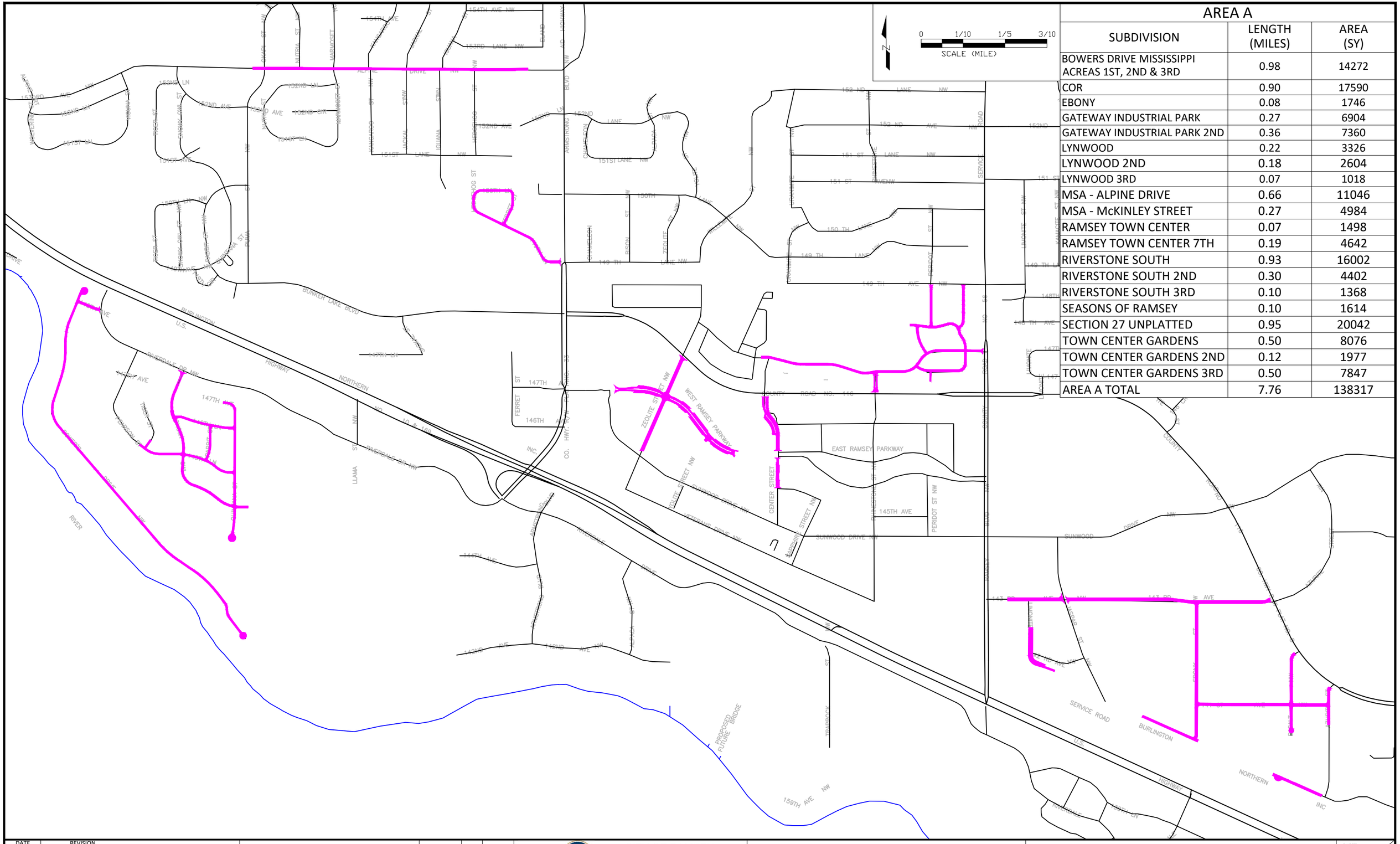
DESIGNED BY:	JJF	
DRAWN BY:	JJF	DATE: 1/8/26
CHECKED BY:	JJF	FILE: 26-10

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

OVERALL

2026 PAVEMENT REJUVENATION IMPROVEMENTS
CITY PROJECT NO. 26-10
CITY OF RAMSEY, MINNESOTA

SHEET 1 OF 5 SHEETS



AREA A

SUBDIVISION	LENGTH (MILES)	AREA (SY)
BOWERS DRIVE MISSISSIPPI ACREAS 1ST, 2ND & 3RD	0.98	14272
COR	0.90	17590
EBONY	0.08	1746
GATEWAY INDUSTRIAL PARK	0.27	6904
GATEWAY INDUSTRIAL PARK 2ND	0.36	7360
LYNWOOD	0.22	3326
LYNWOOD 2ND	0.18	2604
LYNWOOD 3RD	0.07	1018
MSA - ALPINE DRIVE	0.66	11046
MSA - McKINLEY STREET	0.27	4984
RAMSEY TOWN CENTER	0.07	1498
RAMSEY TOWN CENTER 7TH	0.19	4642
RIVERSTONE SOUTH	0.93	16002
RIVERSTONE SOUTH 2ND	0.30	4402
RIVERSTONE SOUTH 3RD	0.10	1368
SEASONS OF RAMSEY	0.10	1614
SECTION 27 UNPLATTED	0.95	20042
TOWN CENTER GARDENS	0.50	8076
TOWN CENTER GARDENS 2ND	0.12	1977
TOWN CENTER GARDENS 3RD	0.50	7847
AREA A TOTAL	7.76	138317

DATE	REVISION

Jan 08, 2026 - 12:00pm
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DESIGNED BY:	JJF	
DRAWN BY:	JJF	DATE: 1/8/26
CHECKED BY:	JJF	FILE: 26-10

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

AREA A

2026 PAVEMENT REJUVENATION IMPROVEMENTS
CITY PROJECT NO. 26-10
CITY OF RAMSEY, MINNESOTA

SHEET 2 OF 5 SHEETS

AREA B		
SUBDIVISION	LENGTH (MILES)	AREA (SY)
ALPINE ACRES 1ST & 2ND	0.82	14176
JUNIPER WOODS	0.27	4215
JUNIPER WOODS 2ND	0.18	2735
JUNIPER WOODS 3RD	0.26	3978
MSA - XKIMO STREET	0.28	6322
ORCHARD HILLS TOWNHOMES	0.29	4958
RIVERSBEND 3RD	0.07	1492
RIVERSBEND 4TH	0.11	2519
RIVERSBEND PLAZA	0.13	2427
SECTION 24 UNPLATTED	0.12	1800
AREA B TOTAL	2.51	44621

N

0 1/10 1/5 3/10
SCALE (MILE)

DATE	REVISION

Jan 08, 2026 - 12:14pm
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DESIGNED BY:	JJF	
DRAWN BY:	JJF	DATE: 1/8/26
CHECKED BY:	JJF	FILE: 26-10

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

AREA B

2026 PAVEMENT REJUVENATION IMPROVEMENTS
CITY PROJECT NO. 26-10
CITY OF RAMSEY, MINNESOTA

AREA C

SUBDIVISION	LENGTH (MILES)	AREA (SY)
BARTHEL'S RUM RIVER ACRES	0.85	12172
HALL'S DOVER ACRES	0.95	14223
MSA - 160TH LANE	0.26	3762
MSA - JASPAR STREET	0.20	2923
TROTT BROOK CROSSING	0.57	9695
WHITE PINES ESTATES	0.50	9230
AREA C TOTAL	3.32	52005

N

0 1/10 1/5 3/10

SCALE (MILE)

DATE	REVISION

DESIGNED BY:	JJF	
DRAWN BY:	JJF	DATE: 1/8/26
CHECKED BY:	JJF	FILE: 26-10

Jan 08, 2026 - 12:18pm
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City of RAMSEY

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

AREA C

2026 PAVEMENT REJUVENATION IMPROVEMENTS
CITY PROJECT NO. 26-10
CITY OF RAMSEY, MINNESOTA

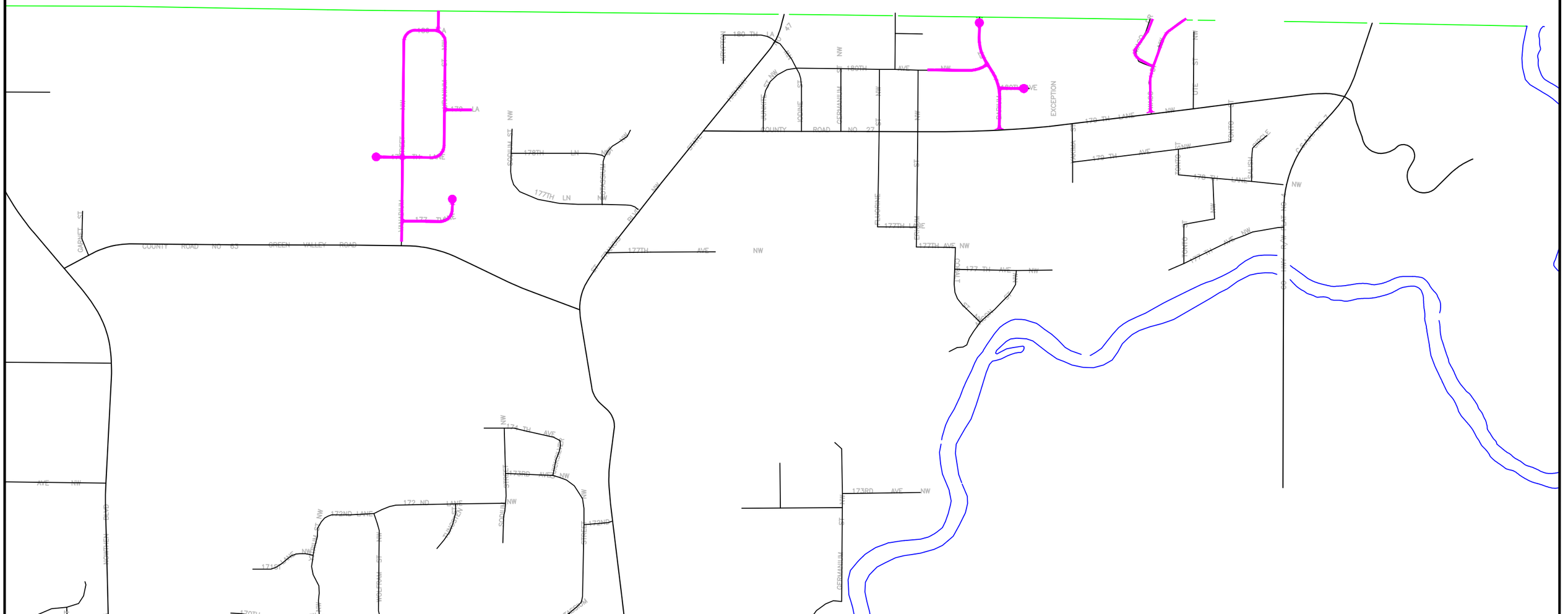
SHEET 4 OF 5 SHEETS

AREA D		
SUBDIVISION	LENGTH (MILES)	AREA (SY)
FORD BROOK ESTATES 3RD	0.43	7556
RODEO HILLS	1.15	16830
SECTION 01 UNPLATTED	0.36	4527
VALLEY VIEW ACRES	0.02	810
AREA D TOTAL	1.97	29724

N

0 1/10 1/5 3/10

SCALE (MILE)


COUNTY ROAD NO 63 GREEN VALLEY ROAD
GARNET ST
NORTH RD BLVD
177TH LN NW
177TH AVE NW
178TH LN NW
178TH AVE NW
179TH LANE NW
179TH AVE NW
180TH AVE NW
180TH LANE NW
181ST AVE NW
172ND LANE NW
173RD AVE NW
174TH AVE NW
COUNTY ROAD NO 22
EXCEPTION
ROBINSON ST NW
ROBINSON CT NW
ROBINSON DR NW
ROBINSON LN NW
ROBINSON PL NW
ROBINSON RD NW
ROBINSON WAY NW
ROBINSON ST NW
ROBINSON CIR NW
ROBINSON AVE NW
ROBINSON BLVD NW
ROBINSON TRAIL NW
ROBINSON PKWY NW
ROBINSON TER

MATERIALS ESTIMATE
CITY OF RAMSEY
IP 26-10 2026 PAVEMENT REJUVENATOR IMPROVEMENTS
UPDATED 1/8/2025

MAP SHEET	SUBDIVISION	STREET	SEGMENT DESCRIPTION	CONC. C&G (YES/NO)	LENGTH (MILES)	LENGTH (FEET)	AREA (SF)	AREA (SY)	CUL-DE-SAC AREA (SF)	CUL-DE-SAC AREA (SY)	TOTAL AREA (SY)	CONSTR. YEAR	OVERLAY YEAR	RECON. YEAR
B	ALPINE ACRES 1ST & 2ND	153RD LANE	SODIUM ST / RADIUM ST	YES	0.05	245	6699	744.3	0	0.0	744.3		2024	
		153RD LANE	SODIUM ST / TUNGSTEN ST	YES	0.06	341	9335	1037.2	0	0.0	1037.2		2024	
		RADIUM STREET	153RD LN / SODIUM ST	YES	0.15	779	21531	2392.3	0	0.0	2392.3		2024	
		SODIUM STREET	ALPINE DR / CR 57	YES	0.35	1844	54690	6076.7	0	0.0	6076.7		2024	
		TUNGSTEN STREET	153RD LN / CDS	YES	0.08	428	7713	857.0	8974	997.1	1854.1		2024	
		TUNGSTEN STREET	SODIUM ST / SODIUM ST	YES	0.13	671	18644	2071.6		0.0	2071.6		2024	
			SUBDIVISION TOTAL		0.82	4,308	118,612	13,179	8,974	997	14,176			
C	BARTHEL'S RUM RIVER ACRES	164TH LANE	TH 47 / JUNKITE ST	NO	0.26	1355	33023	3669.2	0	0.0	3669.2			2024
		164TH LANE	JUNKITE ST / GERMANIUM ST	NO	0.16	866	20778	2308.7	0	0.0	2308.7			2024
		164TH LANE	GERMANIUM ST / DYSPROSIUM ST	NO	0.18	964	23675	2630.6	0	0.0	2630.6			2024
		DYSPROSIUM STREET	S EOP / 164TH LN	NO	0.04	218	5230	581.1	0	0.0	581.1			2024
		DYSPROSIUM STREET	164TH LN / N EOP	NO	0.07	350	8477	941.9	0	0.0	941.9			2024
		GERMANIUM STREET	S EOP / 164TH LN	NO	0.05	282	6971	774.6	0	0.0	774.6			2024
		GERMANIUM STREET	164TH LN / N EOP	NO	0.05	238	6236	692.9	0	0.0	692.9			2024
		JUNKITE STREET	S EOP / 164TH LN	NO	0.04	208	5156	572.9	0	0.0	572.9			2024
			SUBDIVISION TOTAL		0.85	4,481	109,546	12,172	0	0	12,172			
A	BOWERS MISSISSIPPI ACRES 1ST, 2ND & 3RD	BOWERS DRIVE	148TH AVE / CDS	NO	0.98	5193	122303	13589.2	6145	682.8	14272.0		2024	
			SUBDIVISION TOTAL		0.98	5,193	122,303	13,589	6,145	683	14,272			
A	COR	RAMSEY PARKWAY EB	SUNWOOD DR / ZEOLITE ST	YES	0.12	621	16527	1836.3	0	0.0	1836.3	2024		
		RAMSEY PARKWAY EB	ZEOLITE ST / WILLEMITE ST	YES	0.21	1123	36811	4090.1	0	0.0	4090.1	2024		
		RAMSEY PARKWAY WB	SUNWOOD DR / ZEOLITE ST	YES	0.12	621	16267	1807.4	0	0.0	1807.4	2024		
		RAMSEY PARKWAY WB	ZEOLITE ST / WILLEMITE ST	YES	0.21	1123	35156	3906.2	0	0.0	3906.2	2024		
		ZEOLITE STREET	SUNWOOD DR / BUNKER LAKE BLVD	YES	0.24	1286	53553	5950.3	0	0.0	5950.3			2024
			SUBDIVISION TOTAL		0.90	4,774	158,314	17,590	0	0	17,590			
A	EBONY	EBONY STREET	141ST ST / McKINLEY ST	YES	0.08	434	15711	1745.7	0	0.0	1745.7		2024	
			SUBDIVISION TOTAL		0.08	434	15,711	1,746	0	0	1,746			
D	FORD BROOK ESTATES 3RD	180TH AVENUE	W EOP / BARIUM ST	YES	0.13	677	17231	1914.6	0	0.0	1914.6			2024
		180TH AVENUE	BARIUM ST / CDS	YES	0.06	318	5370	596.7	7435	826.1	1422.8			2024
		BARIUM STREET	179TH LANE / 180TH AVE	YES	0.09	462	12274	1363.8	0	0.0	1363.8			2024
		BARIUM STREET	180TH AVE / 180TH AVE	YES	0.06	300	7595	843.9	0	0.0	843.9			2024
		BARIUM STREET	180TH AVE / CDS	YES	0.10	537	10817	1201.9	7279	808.8	2010.7			2024
			SUBDIVISION TOTAL		0.43	2,294	53,287	5,921	14,714	1,635	7,556			
A	GATEWAY INDUSTRIAL PARK	143RD AVENUE	JASPAR ST / CR 56	YES	0.13	700	26733	2970.3	0	0.0	2970.3		2024	
		LIMONITE STREET	142ND AVE / 280' N/O 142ND AVE	YES	0.14	733	35402	3933.6	0	0.0	3933.6		2024	
			SUBDIVISION TOTAL		0.27	1,433	62,135	6,904	0	0	6,904			
A	GATEWAY INDUSTRIAL PARK 2ND	141ST AVENUE	BASALT AVE / AZURITE ST	YES	0.09	455	15650	1738.9	0	0.0	1738.9		2024	
		AZURITE STREET	BUNKER LAKE BLVD / 141ST AVE	YES	0.09	472	15857	1761.9	0	0.0	1761.9		2024	
		BASALT STREET	BUNKER LAKE BLVD / 141ST AVE	YES	0.12	641	22431	2492.3	0	0.0	2492.3		2024	
		BASALT STREET	141ST AVE / S EOP	YES	0.06	340	8614	957.1	3692	410.2	1367.3	2024		
			SUBDIVISION TOTAL		0.36	1,908	62,552	6,950	3,692	410	7,360			

MAP SHEET	SUBDIVISION	STREET	SEGMENT DESCRIPTION	CONC. C&G (YES/NO)	LENGTH (MILES)	LENGTH (FEET)	AREA (SF)	AREA (SY)	CUL-DE-SAC AREA (SF)	CUL-DE-SAC AREA (SY)	TOTAL AREA (SY)	CONSTR. YEAR	OVERLAY YEAR	RECON. YEAR
C	HALL'S DOVER ACRES	157TH LANE	CR 5 / E EOP	NO	0.26	1368	33240	3693.3	0	0.0	3693.3			2024
		158TH AVENUE	NW PC SODIUM ST & 158TH LN / RADIUM ST	NO	0.10	536	13261	1473.4	0	0.0	1473.4			2024
		158TH LANE	SODIUM ST / E EOP	NO	0.20	1070	26406	2934.0	0	0.0	2934.0			2024
		RADIUM CIRCLE	RADIUM ST / CDS	NO	0.05	271	3890	432.2	7840	871.1	1303.3			2024
		RADIUM STREET	S EOP / 157TH LN	NO	0.03	154	4087	454.1	0	0.0	454.1			2024
		RADIUM STREET	157TH LN / 158TH AVE	NO	0.18	951	23589	2621.0	0	0.0	2621.0			2024
		SODIUM STREET	NW PC 158TH AVE & SODIUM ST / N EOP	NO	0.12	654	15697	1744.1	0	0.0	1744.1			2024
			SUBDIVISION TOTAL		0.95	5,004	120,170	13,352	7,840	871	14,223			
B	JUNIPER WOODS	150TH LANE	UTE ST & 151ST AVE / W EOP	YES	0.08	426	11227	1247.4	0	0.0	1247.4			2024
		151ST AVENUE	TONTO ST & 150TH AVE / E EOP	YES	0.03	155	4292	476.9	0	0.0	476.9			2024
		TONTO STREET	N EOP / UTE ST & 151ST AVE	YES	0.04	186	4891	543.4	0	0.0	543.4			2024
		UTE STREET	N EOP / TONTO ST & 150TH LN	YES	0.12	657	17527	1947.4	0	0.0	1947.4			2024
			SUBDIVISION TOTAL		0.27	1,424	37,937	4,215	0	0	4,215			
B	JUNIPER WOODS 2ND	UTE STREET	153RD AVE / S EOP	YES	0.18	925	24611	2734.6	0	0.0	2734.6			2024
			SUBDIVISION TOTAL		0.18	925	24,611	2,735	0	0	2,735			
B	JUNIPER WOODS 3RD	TONTO STREET	153RD AVE / S EOP	YES	0.26	1359	35801	3977.9	0	0.0	3977.9			2024
			SUBDIVISION TOTAL		0.26	1,359	35,801	3,978	0	0	3,978			
A	LYNWOOD	149TH LANE	ARMSTRONG BLVD / FERRET ST	YES	0.18	954	24608	2734.2	0	0.0	2734.2	2022		
		FERRET STREET	149TH LN / 150TH PL	YES	0.04	197	5323	591.4	0	0.0	591.4	2022		
			SUBDIVISION TOTAL		0.22	1,151	29,931	3,326	0	0	3,326			
A	LYNWOOD 2ND	149TH LANE	FERRET ST / GIBBON WAY	YES	0.06	307	7780	864.4	0	0.0	864.4	2023		
		150TH LANE	FERRETE ST / GIBBON WAY	YES	0.07	380	9631	1070.1	0	0.0	1070.1	2023		
		FERRET STREET	150TH PL / 150TH LN	YES	0.05	238	6028	669.8	0	0.0	669.8	2023		
			SUBDIVISION TOTAL		0.18	925	23,439	2,604	0	0	2,604			
A	LYNWOOD 3RD	150TH LANE	GIBBON WAY / HEDGEHOG ST	YES	0.01	79	1995	221.7	0	0.0	221.7	2024		
		HEDGEHOG STREET	149TH LN / 150TH LN	YES	0.05	283	7164	796.0	0	0.0	796.0	2024		
			SUBDIVISION TOTAL		0.07	362	9,159	1,018	0	0	1,018			
C	MSA - 160TH LANE	160TH LANE	JASPAR ST / W SECTION LINE	NO	0.26	1374	29846	3316.2	4016	446.2	3762.4		2024	
			SUBDIVISION TOTAL		0.26	1,374	29,846	3,316	4,016	446	3,762			
A	MSA - ALPINE DRIVE	ALPINE DRIVE	PUMA ST / PT 400' W/O CR 83	YES	0.66	3465	99413	11045.9	0	0.0	11045.9			2024
			SUBDIVISION TOTAL		0.66	3,465	99,413	11,046	0	0	11,046			
C	MSA - JASPAR STREET	JASPAR STREET	RAMSEY BLVD / 160TH LN	NO	0.20	1042	26308	2923.1	0	0.0	2923.1		2024	
			SUBDIVISION TOTAL		0.20	1,042	26,308	2,923	0	0	2,923			
A	MSA - McKINLEY STREET	McKINLEY STREET	AZURITE ST / CL SECTION 34	YES	0.13	668	22941	2549.0	0	0.0	2549.0		2024	
		McKINLEY STREET	EBONY ST / W EOP	YES	0.14	764	21912	2434.7	0	0.0	2434.7		2024	
			SUBDIVISION TOTAL		0.27	1,432	44,853	4,984	0	0	4,984			
B	MSA - XKIMO STREET	XKIMO STREET	142ND AVE / 143RD AVE	YES	0.13	664	26382	2931.3	0	0.0	2931.3			2024
		XKIMO STREET	143RD AVE / XKIMO COURT	YES	0.12	654	25528	2836.4	0	0.0	2836.4			2024
		XKIMO STREET	XKIMO COURT / TH 47	YES	0.03	144	4985	553.9	0	0.0	553.9			2024
			SUBDIVISION TOTAL		0.28	1,462	56,895	6,322	0	0	6,322			

MAP SHEET	SUBDIVISION	STREET	SEGMENT DESCRIPTION	CONC. C&G (YES/NO)	LENGTH (MILES)	LENGTH (FEET)	AREA (SF)	AREA (SY)	CUL-DE-SAC AREA (SF)	CUL-DE-SAC AREA (SY)	TOTAL AREA (SY)	CONSTR. YEAR	OVERLAY YEAR	RECON. YEAR
B	ORCHARD HILLS TOWNHOMES	152ND LANE	COBALT ST / BARIUM ST	YES	0.08	414	11500	1277.8	0	0.0	1277.8		2024	
		BARIUM STREET	152ND LN / S EOP	YES	0.04	192	5042	560.2	0	0.0	560.2		2024	
		COBALT STREET	152ND LN / S EOP	YES	0.11	586	16361	1817.9	0	0.0	1817.9		2024	
		COBALT STREET	152ND LN / ALPINE DR	YES	0.06	335	11720	1302.2	0	0.0	1302.2		2024	
			SUBDIVISION TOTAL		0.29	1,527	44,623	4,958	0	0	4,958			
A	RAMSEY TOWN CENTER	CENTER STREET	145TH AVE / E RAMSEY PKWY	YES	0.07	376	13481	1497.9	0	0.0	1497.9		2024	
			SUBDIVISION TOTAL		0.07	376	13,481	1,498	0	0	1,498			
A	RAMSEY TOWN CENTER 7TH	CENTER STREET	E RAMSEY PKWY / CENTER ST MEDIAN	YES	0.10	530	22433	2492.6	0	0.0	2492.6			2024
		CENTER STREET	CENTER ST MEDIAN / CR 116	YES	0.04	188	10430	1158.9	0	0.0	1158.9			2024
		WATERFRONT PARK PARKING LOT	WEST SIDE OF CENTER STREET	YES	0.06	310	8914	990.4	0	0.0	990.4	2024		
			SUBDIVISION TOTAL		0.19	1,028	41,777	4,642	0	0	4,642			
B	RIVERSBEND 3RD	143RD AVENUE	XKIMO ST / CDS	YES	0.07	367	7284	809.3	6148	683.1	1492.4			2024
			SUBDIVISION TOTAL		0.07	367	7,284	809	6,148	683	1,492			
B	RIVERSBEND 4TH	143RD LANE	XKIMO ST / CDS	YES	0.06	300	5617	624.1	6160	684.4	1308.6			2024
		XKIMO COURT	XKIMO ST / CDS	YES	0.05	279	4271	474.6	6623	735.9	1210.4			2024
			SUBDIVISION TOTAL		0.11	579	9,888	1,099	12,783	1,420	2,519			
B	RIVERSBEND PLAZA	XKIMO STREET	142ND AVE / CDS	YES	0.13	670	14479	1608.8	7360	817.8	2426.6			2024
			SUBDIVISION TOTAL		0.13	670	14,479	1,609	7,360	818	2,427			
A	RIVERSTONE SOUTH	145TH LANE	QUINTANA ST / SNOWY OWL ST	YES	0.13	674	16825	1869.4	0	0.0	1869.4	2022		
		146TH LANE	RABBIT ST / SNOWY OWL ST	YES	0.09	501	12527	1391.9	0	0.0	1391.9	2022		
		148TH AVENUE	BOWERS DR / RIVERDALE DR	NO	0.05	286	8781	975.7	0	0.0	975.7	2022		
		BOWERS DRIVE	148TH AVE / CDS	NO	0.05	246	2912	323.6	7800	866.7	1190.2	2022		
		PEARSON STREET	145TH LN / W EOP	YES	0.03	172	4399	488.8	0	0.0	488.8	2023		
		QUINTANA STREET	145TH LN / SNOWY OWL ST	YES	0.09	493	14238	1582.0	0	0.0	1582.0	2022		
		QUINTANA STREET	SNOWY OWL ST / CDS	YES	0.08	446	9966	1107.3	8265	918.3	2025.7	2022		
		SNOWY OWL STREET	145TH LN / QUINTANA ST	YES	0.19	1027	28310	3145.6	0	0.0	3145.6	2022		
		SNOWY OWL STREET	145TH LN / 146TH LN	YES	0.09	487	13784	1531.6	0	0.0	1531.6	2022		
		SNOWY OWL STREET	146TH LN / 147TH AVE	YES	0.07	391	11556	1284.0	0	0.0	1284.0	2022		
		SNOWY OWL STREET	RIVERDALE DR / 147TH AVE	YES	0.04	210	4652	516.9	0	0.0	516.9	2022		
			SUBDIVISION TOTAL		0.93	4,933	127,950	14,217	16,065	1,785	16,002			
A	RIVERSTONE SOUTH 2ND	146TH LANE	QUINTANA ST / RABBIT ST	YES	0.05	255	6430	714.4	0	0.0	714.4	2023		
		147TH AVENUE	QUINTANA ST / W EOP	YES	0.03	139	3378	375.3	0	0.0	375.3	2023		
		QUINTANA STREET	145TH LN / 146TH LN	YES	0.09	495	12047	1338.6	0	0.0	1338.6	2023		
		QUINTANA STREET	146TH LN / 147TH AVE	YES	0.05	282	6861	762.3	0	0.0	762.3	2023		
		RABBIT STREET	145TH LN / 146TH LN	YES	0.08	430	10899	1211.0	0	0.0	1211.0	2023		
			SUBDIVISION TOTAL		0.30	1,601	39,615	4,402	0	0	4,402			
A	RIVERSTONE SOUTH 3RD	PEARSON STREET	TIGER ST / E EOP	YES	0.07	393	9552	1061.3	0	0.0	1061.3	2023		
		TIGER STREET	PEARSON ST / N EOP	YES	0.02	113	2761	306.8	0	0.0	306.8	2023		
			SUBDIVISION TOTAL		0.10	506	12,313	1,368	0	0	1,368			

MAP SHEET	SUBDIVISION	STREET	SEGMENT DESCRIPTION	CONC. C&G (YES/NO)	LENGTH (MILES)	LENGTH (FEET)	AREA (SF)	AREA (SY)	CUL-DE-SAC AREA (SF)	CUL-DE-SAC AREA (SY)	TOTAL AREA (SY)	CONSTR. YEAR	OVERLAY YEAR	RECON. YEAR
D	RODEO HILLS	177TH LANE	VANADIUM ST / CDS	NO	0.15	796	16730	1858.9	6964	773.8	2632.7			2024
		178TH LANE	W EOP / VANADIUM ST	NO	0.04	206	5212	579.1	0	0.0	579.1			2024
		178TH LANE	VANADIUM ST / URANIUM ST	NO	0.08	425	10480	1164.4	0	0.0	1164.4			2024
		179TH LANE	URANIUM ST / E EOP	NO	0.06	294	7324	813.8	0	0.0	813.8			2024
		180TH LANE	VANADIUM ST / URANIUM ST	NO	0.08	409	9826	1091.8	0	0.0	1091.8			2025
		URANIUM STREET	178TH LN / 179TH LN	NO	0.10	512	12296	1366.2	0	0.0	1366.2			2024
		URANIUM STREET	179TH LN / 180TH LN	NO	0.16	865	20765	2307.2	0	0.0	2307.2			2024
		URANIUM STREET	180TH LN / N EOP	NO	0.04	216	5412	601.3	0	0.0	601.3			2024
		VANADIUM STREET	CR 63 / 177TH LN	NO	0.04	228	5465	607.2	0	0.0	607.2			2024
		VANADIUM STREET	177TH LN / 178TH LN	NO	0.14	719	17268	1918.7	0	0.0	1918.7			2024
		VANADIUM STREET	178TH LN / 180TH LN	NO	0.27	1405	33731	3747.9	0	0.0	3747.9			2024
			SUBDIVISION TOTAL		1.15	6,075	144,509	16,057	6,964	774	16,830			
A	SEASONS OF RAMSEY	147TH LANE	147TH CIR / CENTER ST	YES	0.10	542	14523	1613.7	0	0.0	1613.7		2024	
			SUBDIVISION TOTAL		0.10	542	14,523	1,614	0	0	1,614			
D	SECTION 01 UNPLATTED	WACO DRIVE	WACO ST / N LINE SECTION 01	YES	0.13	689	14703	1633.7	0	0.0	1633.7			2024
		WACO STREET	179TH LN / WACO DR	YES	0.10	523	11589	1287.7	0	0.0	1287.7			2024
		WACO STREET	WACO DR / N LINE SECTION 01	YES	0.13	678	14454	1606.0	0	0.0	1606.0			2024
			SUBDIVISION TOTAL		0.36	1,890	40,746	4,527	0	0	4,527			
B	SECTION 24 UNPLATTED	150TH LANE	WACO ST / W EOP JUNIPER WOODS	YES	0.06	327	9140	1015.6	0	0.0	1015.6			2024
		WACO STREET	150TH AVE / 150TH LN	NO	0.06	294	7057	784.1	0	0.0	784.1		2024	
			SUBDIVISION TOTAL		0.12	621	16,197	1,800	0	0	1,800			
A	SECTION 27 UNPLATTED	141ST AVENUE	BASALT ST / EBONY ST	YES	0.22	1175	39820	4424.4	0	0.0	4424.4		2024	
		143RD AVENUE	JASPAR ST / EBONY ST	YES	0.31	1638	60666	6740.7	0	0.0	6740.7			2024
		143RD AVENUE	EBONY ST / CR 116	YES	0.18	929	34392	3821.3	0	0.0	3821.3			2024
		EBONY STREET	141ST AVE / 143RD AVE	YES	0.24	1267	45501	5055.7	0	0.0	5055.7		2024	
			SUBDIVISION TOTAL		0.95	5,009	180,379	20,042	0	0	20,042			
A	TOWN CENTER GARDENS	147TH LANE	RHINESTONE ST / RAMSEY BLVD	YES	0.28	1457	39048	4338.7	0	0.0	4338.7		2024	
		147TH TERRACE	147TH LN / OLIVINE ST	YES	0.11	591	15999	1777.7	0	0.0	1777.7		2024	
		OLIVINE STREET	147TH TER / 147TH LN	YES	0.04	215	6071	674.6	0	0.0	674.6		2024	
		PERIDOT STREET	147TH TER / WELL HOUSE	YES	0.02	117	2275	252.8	0	0.0	252.8		2024	
		RHINESTONE STREET	CR 116 / 147TH LN	YES	0.05	242	9293	1032.6	0	0.0	1032.6		2024	
			SUBDIVISION TOTAL		0.50	2,622	72,686	8,076	0	0	8,076			
A	TOWN CENTER GARDENS 2ND	OLIVINE STREET	147TH LN / N EOP	YES	0.05	289	7878	875.3	0	0.0	875.3		2024	
		PERIDOT STREET	147TH LN / 148TH LN	YES	0.07	354	9912	1101.3	0	0.0	1101.3		2024	
			SUBDIVISION TOTAL		0.12	643	17,790	1,977	0	0	1,977			
A	TOWN CENTER GARDENS 3RD	147TH LANE	147TH CIR / 147TH CIR	YES	0.12	656	17368	1929.8	0	0.0	1929.8		2024	
		147TH LANE	147TH CIR / RHINESTONE ST	YES	0.05	261	6919	768.8	0	0.0	768.8		2024	
		148TH LANE	PERIDOT ST / OLIVINE ST	YES	0.12	632	17019	1891.0	0	0.0	1891.0		2024	
		OLIVINE STREET	148TH LN / 149TH AVE	YES	0.10	554	15300	1700.0	0	0.0	1700.0		2024	
		PERIDOT STREET	148TH LN / 149TH AVE	YES	0.10	519	14017	1557.4	0	0.0	1557.4		2024	
			SUBDIVISION TOTAL		0.50	2,622	70,623	7,847	0	0	7,847			

MAP SHEET	SUBDIVISION	STREET	SEGMENT DESCRIPTION	CONC. C&G (YES/NO)	LENGTH (MILES)	LENGTH (FEET)	AREA (SF)	AREA (SY)	CUL-DE-SAC AREA (SF)	CUL-DE-SAC AREA (SY)	TOTAL AREA (SY)	CONSTR. YEAR	OVERLAY YEAR	RECON. YEAR
C	TROTT BROOK CROSSING	170TH AVENUE	TRAPROCK ST / URANIMITE ST	YES	0.07	371	10138	1126.4	0	0.0	1126.4	2023		
		170TH AVENUE	URANIMITE ST / VARIOLITE ST	YES	0.04	208	6397	710.8	0	0.0	710.8	2023		
		170TH LANE	TRAPROCK ST / E EOP	YES	0.05	281	7684	853.8	0	0.0	853.8	2023		
		170TH LANE	TRAPROCK ST / W EOP	YES	0.03	148	4051	450.1	0	0.0	450.1	2023		
		171ST LANE	URANIMITE ST / W CDS	YES	0.20	1066	29138	3237.6	0	0.0	3237.6	2024		
		TRAPROCK STREET	170TH LN / 170TH AVE	YES	0.08	421	11724	1302.7	0	0.0	1302.7	2023		
		URANIMITE STREET	170TH AVE / 171ST LN	YES	0.08	422	11743	1304.8	0	0.0	1304.8	2023		
		URANIMITE STREET	171ST LN / W CDS	YES	0.01	77	0	0.0	6376	708.4	708.4	2023		
			SUBDIVISION TOTAL		0.57	2,994	80,875	8,986	6,376	708	9,695			
D	VALLEY VIEW ACRES	178TH LANE	CDS / E EOP	NO	0.02	124	404	44.9	6889	765.4	810.3			2024
			SUBDIVISION TOTAL		0.02	124	404	45	6,889	765	810			
C	WHITE PINES ESTATES	165TH LANE	FLUORINE ST / DYSPROSIUM ST	YES	0.12	653	16761	1862.3	0	0.0	1862.3			2024
		165TH LANE	DYSPROSIUM ST / CDS	YES	0.04	214	2489	276.6	7740	860.0	1136.6			2024
		DYSPROSIUM STREET	S EOP / 165TH LN	YES	0.03	176	4447	494.1	0	0.0	494.1			2024
		DYSPROSIUM STREET	165TH LN / 165TH LN	YES	0.03	144	3643	404.8	0	0.0	404.8			2024
		FLUORINE STREET	165TH LN / CDS	YES	0.08	407	7303	811.4	7767	863.0	1674.4			2024
		GERMANIUM STREET	S EOP / FLUORINE ST	YES	0.09	498	13732	1525.8	0	0.0	1525.8			2024
		HELIUM STREET	N EOP / S CDS	YES	0.11	568	11448	1272.0	7740	860.0	2132.0			2024
			SUBDIVISION TOTAL		0.50	2,660	59,823	6,647	23,247	2,583	9,230			

	LENGTH (MILES)	LENGTH (FEET)	AREA (SF)	AREA (SY)	CUL-DE-SAC AREA (SF)	CUL-DE-SAC AREA (SY)	TOTAL AREA (SY)
PROJECT TOTALS	**15.56**	**82,139**	**2,250,788**	**250,088**	**131,213**	**14,579**	**264,667**
AREA A TOTAL	7.76	40959	1218947	135439	25902	2878	138317
AREA B TOTAL	2.51	13242	366327	40703	35265	3918	44621
AREA C TOTAL	3.32	17555	426568	47396	41479	4609	52005
AREA D TOTAL	1.97	10383	238946	26550	28567	3174	29724

CC Regular Session

Meeting Date: 01/27/2026

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

Title:

Adopt Resolution #26-032 Accepting a Polling Place Accessibility Grant from the State of Minnesota

Purpose/Background:

City staff planned and budgeted for the installation of an automatic door opener at Fire Station #1 in the 2026 budget. Staff received notification of a Polling Place Accessibility Grant to support accessibility improvements to government-owned polling places on August 5, 2025. Staff applied for the grant to help cover the cost of the automatic door opener at Fire Station #1, which is a designated polling location for elections. On January 15, 2026, the City was notified of an allocation in the amount of $2,102.03 for reimbursement of expenses associated with the automatic door opener at Fire Station #1.

Notification:

None required

Time Frame/Observations/Alternatives:

The expenses for reimbursement must be incurred no later than October 31, 2026.
The installation of the automatic door opener is proposed to be completed prior to the August Primary Election on August 13, 2026.

Funding Source:

The total estimated cost of the automatic door opener is $4,260.00. The grant will cover $2,102.03 of the cost with the remainder coming from the building structure and repair account 0194.6381 in the amount of $2,157.97.

Recommendation:

Staff recommends Adopting Resolution #26-032 Accepting a Polling Place Accessibility Grant from the State of Minnesota.

Outcome/Action:

Motion to Adopt Resolution #26-032 Accepting a Polling Place Accessibility Grant from the State of Minnesota.

Attachments

Resolution #26-032
Accessibility Grant Program Agreement

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	01/22/2026 12:52 PM
Form Started By: Katie Schmidt		Started On: 01/15/2026 01:19 PM
Final Approval Date: 01/22/2026		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #26-032

RESOLUTION ACCEPTING AN ELECTION ACCESSBILITY GRANT FROM THE STATE OF MINNESOTA

WHEREAS, 2023 Minnesota Laws, Chapter 62, Article 1, section 6 appropriated $500,000 "for the secretary of state to make grants to counties and municipalities to improve access to polling places for individuals with disabilities and to provide the same opportunity for access and participation in the electoral process, including privacy and independence, to voters with disabilities as that which exists for voters with no disabilities."; and

WHEREAS, Grant funds may be used to purchase equipment or to make capital improvements to government-owned facilities.

WHEREAS, Fire Station 1 located at 15050 Armstrong Blvd NW, Ramsey is a designated polling location; and

WHEREAS, Fire Station 1 does not have automatic/electric door openers; and

WHEREAS, This is a onetime appropriation and is available until June 30, 2027; and

WHEREAS, The expenses must be incurred no later than October 31, 2026.

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

1) That the City Council authorizes accepting a grant of $2,102.03 from the State of Minnesota; subject to submission of the 2025 Polling Place Accessibility Grant Program Agreement and completion of the proposed automatic door installation by October 31, 2026.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of January, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

0020199285 E

381736

STATE OF MINNESOTA
2025 POLLING PLACE ACCESSIBILITY GRANT PROGRAM AGREEMENT

This Agreement (hereinafter "Agreement") is made between the State of Minnesota, (hereinafter, "State", or "Grantor") acting through its Secretary of State, Veterans Service Building, Suite 210, 20 W 12th Street, Saint Paul, MN 55155 ("State") and City of Ramsey, 7550 Sunwood Drive NW Ramsey, MN 55303 ("Grantee").

Recitals

1 Under Minnesota Laws 2023, Chapter 62, Article 1, section 6, Grantor is authorized to distribute funds to counties and municipalities to improve access to polling places for individuals with disabilities and to provide the same opportunity for access and participation in the electoral process, including privacy and independence, to voters with disabilities as that which exists for voters with no disabilities. Funds may be used to purchase equipment or to make capital improvements to government-owned facilities. Grantee is a county or municipality in the State and thus empowered to apply for the funds requested in this Agreement. Grantee submitted a grant application and State is empowered to enter into this grant.

2 Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of State and in accordance with all federal and state laws authorizing this grant. Pursuant to Minn.Stat.§16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this grant.

3 Grantee is responsible for the administration of elections in the area under their jurisdiction.

Agreement

1 ***Effectiveness of Agreement***

1.1 ***Effective date*:** December 1, 2025, or the date all required signatures, including those required by Minnesota Statutes, § 16B.98, Subd. 5, have been affixed to the agreement by Grantee and State, whichever is later. Grantee agrees to apply for reimbursement of costs only for those costs identified in the grant application ("Approved Expenses"), attached here as Exhibit A. Per Minnesota Statutes §16B.98 Subd. 7, no payments will be made to Grantee until this Agreement is fully approved and executed; Grantee has been notified by State's Authorized Representative that they are in compliance with the terms of this Agreement; and Grantee submits appropriate documentation of the expenses incurred in furtherance of the Approved Expenses.

1.2 ***Expiration date*:** June 30, 2027, or until all funds have been expended, whichever is later.

1.3 ***Survival of Terms.*** The following clauses survive the fulfillment of this Agreement: 2.5. Reporting Requirements; 4. Consideration and Payment; 8. Liability; 9. Audits and Reports; 10. Government Data Practices; 12. Property and Casualty Insurance; 13. Governing Law, Jurisdiction, and Venue; and 14. Data Disclosure.

2 ***Grantee's Duties***

2.1 ***Activities.*** Grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1) and will apply for reimbursement of funds only for expenses in furtherance of the Approved Expenses, which are set forth in Exhibit A of this Agreement. The Chief Election Official of Grantee is responsible for fulfilling all requirements of Grantee under this agreement.

2.2 ***Award.*** Grantee is hereby allocated up to $2,102.03 for reimbursement of expenses in furtherance of the Approved Expenses.

2.3 ***Expenditures.*** Grantee will apply for reimbursement only for expenses in furtherance of the Approved Expenses. Expenses must be incurred no later than October 31, 2026.

2.5 ***Reporting Requirements.*** Grantee shall report to the State's Authorized Representative as specified in this Agreement.

2.5.1 Reimbursement. Grantee shall submit receipts and invoices in the format determined by the State that show the amounts paid for the expenses for which they are requesting reimbursement and the specific goods and services purchased, which shall be in furtherance of the Approved Expenses. Grantee shall submit with those receipts and invoices a sworn statement attesting to the specific Approved Expenses to which the receipts and invoices relate. Reimbursement requests must be submitted within 60 days after the final project expenses are incurred, but no later than December 30, 2026.

2.5.2 Other Requirements. Grantee must maintain financial records for each grant as outlined in Section 2.6 and must transmit those records to the secretary of state within two business days upon request of the secretary of state.

2.5.3 Evaluation. State shall have the authority to conduct any evaluation of the performance of Grantee that the State deems necessary in its sole discretion, including, but not limited to, site visits, interviews with grantee program staff, and obtaining and reviewing all documentation related to the grant.

2.5.4 Requirement Changes. State may modify or change all reporting forms at their discretion.

2.6 ***Accounting Requirements - Fiscal Control and Accounting Procedures.*** Grantee's fiscal control and accounting procedures must be sufficient to:

a) Permit preparation of reports required by this Agreement,
b) Permit the tracing of funds to a level of expenditures adequate to determine that funds have not been used in violation of this agreement, and
c) Support accounting records through source documents, such as: cancelled checks, invoices and paid bills, agreement and sub award documents, and records sufficient to detail history of procurements.

3 ***Time***

Grantee must comply with all the time requirements described in this Agreement.

4 ***Consideration and Payment***

4.1 Consideration. The State will make an award to Grantee under this Agreement as follows:

(1) ***Grant Award.*** Grantee will be awarded the amount listed in paragraph 2.2 of this Agreement.
(2) ***Total Obligation.*** The total obligation of State to Grantee under this Agreement will not exceed the amount listed in paragraph 2.2 of this Agreement.

4.2 ***Fiscal Requirements.*** Grantee shall report to the State as provided by paragraph 2.5 of this Agreement.

4.2.1 Financial Guidelines. Grantee's eligible expenditures under this Agreement must be specifically incurred by Grantee. Grantee will report on all expenditures pertaining to this Agreement as provided in paragraph 2.5.

4.2.2 Records. Grantee must retain all financial records for a minimum of six (6) years after all funds have been expended, or until completion of an audit which has commenced before the expiration of this six-year period, or until any audit findings and/or recommendations from prior audit(s) have been

resolved between the Grantee and State, whichever is later, and comply with all other retention and access requirements for records provided in the jurisdiction's retention schedules. In addition, Grantee must maintain records sufficient to report expenditures made during the term of this Agreement upon request of the State.

4.3 ***Payment Invoices.*** State will reimburse expenses that have been documented in accordance with Section 2 in furtherance of the Approved Expenses to an account of Grantee within 30 days after the state receives and approves the reimbursement.

4.4 ***Conditions.*** Grantee is responsible for compliance with all requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Grantee's failure to comply with statutory or Agreement requirements.

5 ***Satisfaction***

All duties required of and agreements or assurances provided by Grantee in this Agreement must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

6 ***Authorized Representative***

State's Authorized Representative is Paul Linnell, Director of Elections, Veterans Service Building, Suite 210, 20 W 12th Street, Saint Paul, MN 55155, 651-556-0647, or his successor, and has the responsibility to monitor Grantee's performance and compliance with this Agreement.

Grantee's Authorized Representative is Katie Schmidt, City Clerk, 7550 Sunwood Drive NW Ramsey, MN 55303, or their successor.

Grantee must be registered as a vendor in the SWIFT system, or must provide a W-9 form with this executed agreement, in order for State to register Grantee in the SWIFT system.

If Grantee's Authorized Representative changes at any time before the funds provided for in this Agreement are fully expended, Grantee must immediately notify the State.

7 ***Assignment Amendments, Waiver, and Agreement Complete***

7.1 Assignment. Grantee shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of State, approved by the same parties who executed and approved this Agreement, or their successors in office.

7.2 Amendments. Any amendments to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

7.3 Waiver. If State fails to enforce any provision of this Agreement, that failure does not waive the provision or State's right to enforce it.

7.4 Agreement Complete. This Agreement contains all negotiations and agreements between State and Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8 ***Liability***

Grantee must indemnify, save, and hold State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by State, arising from the expenditures of the funds provided by

this Agreement by Grantee or Grantee's agents or employees. Grantee agrees to hold State harmless and to pay any fines or penalties, should the expenditures of Grantee be found to be improper in an audit of any kind.

9 ***Audits and Reports***

Under Minnesota Statutes, § 16C.05, subd. 5, and 16B.98, subd. 8, Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the expenditure of all funds provided under this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. In addition, Grantee must report expenditures made during the term of this Agreement upon request of the State, and must make the reports described in this agreement stating expenditures during the current or most recently ended periods as directed by State.

10 ***Government Data Practices***

Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Grantee under this Agreement. The civil remedies of Minnesota Statutes, § 13.08 apply to the release of the data referred to in this clause by either Grantee or State.

11 ***Workers' Compensation***

Grantee certifies that it is in compliance with Minnesota Statutes, § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 ***Property and Casualty Insurance***

Grantee is required to maintain a property and casualty insurance policy covering "All Risk" (or equivalent) of direct physical loss or damage, including, but not limited to, the perils of transit (if applicable), theft, and flood for devices or systems acquired using funds provided under the Agreement. The insurance limit shall be equal to the replacement cost of any equipment purchased with funds from this Agreement. Any deductible shall be the sole responsibility of Grantee.

13 ***Governing Law, Jurisdiction, and Venue***

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 ***Data Disclosure***

Under Minnesota Statutes, § 270.66, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15 ***Termination.***

State may immediately terminate this Agreement with or without cause, upon 30 days' written notice to Grantee. Grantee may terminate this agreement upon 30 days written notice to State. Reporting requirements will continue as necessary to complete reporting for the reimbursements requested or paid prior to the

termination of the Agreement.

16 ***Grantee Procurement***

Grantee certifies that it will use the procurement processes applicable in Grantee's jurisdiction in purchasing items or equipment with funds subject to this Agreement.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, §§ 16A.15 and 16C.05.

Signed: _____

Date: 1/9/2026

Agreement No. 281736 / PO5432

2. GRANTEE (Local Jurisdiction)

Grantee certifies that the appropriate person(s) have executed the Agreement t on behalf of Grantee as required by applicable resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE (Office of the Secretary of State)

By: _____
(with delegated authority)

Title: Director of Elections

Date: _____

Distribution: Grantee
State's Authorized Representative

CC Regular Session

Meeting Date:	01/27/2026
Primary Strategic Plan Initiative:	Create a positive image for residential neighborhoods, business districts and key corridors.

Title:

Adopt Resolution #26-033 Approve Agreement Between the City of Ramsey and Leo A Daly for Contractual Services

Purpose/Background:

The City of Ramsey has been awarded a grant from the MN Historical Society in the amount of $39,500.00. The grant funding will be used to hire a consultant to prepare construction documents needed to start the renovation of the 1892 Ramsey Town Hall.

As part of the required grant process, City staff obtained three (3) proposals from contractors. Proposals were submitted by LHB, ESi, and Leo A Daly; each of which are on a recommended list from the MN Historical Society website. Staff met with the businesses and reviewed the proposals. Staff recommended the hiring of Leo A Daly to complete the scope of work. On January 13, 2026, City Council approved Resolution #26-018 approving the MN Historical and Cultural Heritage Grant Agreement and the hiring of Leo A Daly for contractual services to prepare construction documents needed for the next phase of the renovation project.

Notification:

Not applicable

Time Frame/Observations/Alternatives:

The scope of work is to prepare construction documents for the following:

1. Design and document a concrete path and ADA ramp to old town hall;
2. Design and document heating and air conditioner installation;
3. Design and document an ADA bathroom;
4. Assess the structural floor connection and design a retrofit.

The target project completion date is April 2026. This timeline will allow City staff to apply for the next round of grants to hopefully secure funds to start the renovation project in fiscal year 2027.

Funding Source:

The City of Ramsey received a grant from the Minnesota Historical Society in the amount of $39,500.00 to complete this part of the project.

Recommendation:

Approve the resolution, as presented.
Approve resolution with changes.
Deny resolution.

Outcome/Action:

Motion to adopt Resolution #26-033 approving agreement between the City of Ramsey and Leo A Daly for Contractual Services.

Attachments

Res #26-033 Approving Contractual Services
Contractual Services Agreement

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	01/22/2026 12:52 PM
Form Started By: Stephanie Hanson		Started On: 01/20/2026 10:59 AM
Final Approval Date: 01/22/2026		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #26-033

RESOLUTION APPROVING CONTRACTURAL SERVICES BY LEO A DALY FOR THE COMPLETION OF CONSTRUCTION DOCUMENTS FOR THE HISTORIC TOWN HALL/DISCTRICT NO. 28 SCHOOL HOUSE RENOVATIONS

WHEREAS, the City of Ramsey received a grant from the Minnesota Historical Society in the amount of $39,500.00; and

WHEREAS, the grant monies are for the design and completion of construction documents for the following scope of work:

1. Design and document a concrete path and ADA ramp to the front door; and
2. Design and document heating and air conditioner installation; and
3. Design and document an ADA historic period bathroom; and
4. Assessment of the existing floor beam bearing; and

WHEREAS, three (3) bids were obtained for the completion of said work; and

WHEREAS, on January 13, 2026 at the regularly scheduled City Council meeting, the Ramsey City Council approved Leo A Daly to complete said services; and

WHEREAS, Leo A Daly will enter into a contract agreement with the City for the completion of design and preparation of construction documents not to exceed $39,500.00; and

WHEREAS, the completion of construction documents will be no later than April 30, 2026.

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

1) Motion to adopt resolution #26-033 approving contractual services by Leo A Daly for the completion of construction documents for the historic town hall/District #28 school house renovations.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of January, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

LEO A DALY

PLANNING
ARCHITECTURE
ENGINEERING
INTERIORS

January 15, 2026

Stephanie Hanson & Sean Sullivan

City of Ramsey

7550 Sunwood Dr. NW

Ramsey, MN 55303

Email: shanson@ci.ramsey.mn.us // ssullivan@ci.ramsey.mn.us

RE: MN Town Hall Preservation Agreement

This Agreement between The City of Ramsey (CLIENT) and LEO A DALY (CONSULTANT) is for the performance of design services as set forth herein. For good and valuable consideration, the sufficiency of which is acknowledged, the parties mutually agree as follows:

LEO A DALY is honored to provide professional services for the renovations to the 1892 Ramsey Town Hall.

We will perform these services for a lump sum **(or not-to-exceed or other payment method)** fee of $39,500.

This proposal shall become a contractual agreement between the parties effective on the date accepted and shall be bound by the Terms and Conditions hereby incorporated by reference and attached hereto:

Exhibit A, General Terms and Conditions, consisting of 4 pages.

Exhibit B, Deliverables Due Under the Contract, consisting of 4 pages.

If this meets with your approval, please sign and return two (2) copies of this letter to us. Thank you for this opportunity to serve you. Upon final approval by an officer, a copy will be returned for your files.

LEO A DALY
730 Second Avenue South
Suite 1300
Minneapolis, MN 55402-2406
612.338.8741

leoadaly.com

Sincerely,

LEO A. DALY LLC

By: Cindy McCleary

Title: Vice President

Cindy McCleary
Digitally signed by Cindy McCleary
DN: C=US, E=camccleary@leodaly.com, O=Leo A Daly, OU="Public & Institutional Practice ", CN=Cindy McCleary
Date: 2026.01.16 14:28:32-06'00'

Date: _____

ACCEPTED BY CLIENT:

For:
_____

By:
_____

Title:
_____

Date:
_____

EXHIBIT A
TERMS AND CONDITIONS
January 15, 2026

This **Exhibit A**, Terms and Conditions, is incorporated into and made a part of the agreement by and between **Leo A Daly** ("Consultant") and City of Ramsey ("Owner") dated 01/15/2026 (the "Agreement"). The Consultant and Owner (also referred to collectively as the "Parties" and individually as "Party") agree to the following terms and conditions:

1.0 **Standard of Care.** The standard of care for all services performed or furnished by Consultant under the Agreement shall be in conformance with the skill and care ordinarily exercised by similar professionals providing similar services in the same location at the same time and under similar circumstances (the "Standard of Care"). Consultant makes no warranty or guarantee, expressed or implied, with respect to its services or obligations under the Agreement including, without limitation, the implied warranties of merchantability and/or fitness for a particular purpose.

2.0 **Limitation of Liability**. In recognition of the relative risks and benefits of the Agreement to both the Owner and Consultant, to the fullest extent permitted under applicable law, Owner agrees that Consultant's total liability for any and all claims, losses, costs, damages, or expenses including, without limitation, reasonable attorneys' fees and costs, of any nature whatsoever, shall not exceed 10% of Consultant's total fee under the Agreement. It is intended that this limitation of liability shall apply to any and all liability or cause of action, whether in contract, warranty, tort, or otherwise, however alleged or arising.

3.0 **Mutual Waiver of Consequential Damages**. In no event shall either party under the Agreement be liable to the other party, whether in contract, warranty, tort, or otherwise, for any indirect, incidental, special or consequential damages of any kind or nature whatsoever.

4.0 **Intellectual Property**.

4.1 "Intellectual Property" as used in these Terms and Conditions shall mean any and all copyrightable works, copyrighted works, patentable inventions, patented inventions, trademarks, service marks, trade secret, know-how, or other proprietary information.

4.2 "Work Product" as used in these Terms and Conditions shall mean any and all work created by Consultant in performing its services under this Agreement including, without limitation, any renderings, drawings, plans, calculations, models, data, and/or documents, whether in electronic format or hard copies.

4.3 "Deliverable" as used in these Terms and Conditions shall mean a Work Product required to be delivered to Owner under the Agreement and actually delivered to Owner by Consultant.

4.4 Owner shall own all Deliverables delivered to Owner by Consultant.

4.5 Consultant shall own any and all Intellectual Property rights in or made a part of any Work Product and/or Deliverable. Upon Owner's final and full payment of all fees under the Agreement, and provided there is no dispute between Owner and Consultant related to the Agreement or the services provided by Consultant under the Agreement, Consultant shall grant Owner an irrevocable, royalty-free, world-wide license to use the Intellectual Property in any Work Product and/or Deliverable for the sole purpose for which the Intellectual Property was created and on the specific project that is the subject of the Agreement.

4.6 Owner shall not use the Intellectual Property in any Work Product or Deliverable for any unlicensed purpose without the prior written consent of Consultant. Owner agrees to

indemnify Consultant for Owner's unauthorized use of Intellectual Property, Work Product, and Deliverables.

5.0 **Submittals.** In the event Consultant reviews any of shop drawings, samples, product data, and such other submittals ("Submittals"), Consultant shall promptly review and/or take appropriate actions as may be required. Consultant shall respond to Submittals with one of the following designations, 1) No Exception; 2) Exception as noted; or 3) Rejected – Resubmit. Reviews are for general conformance with design concept of project and general compliance with Contract Documents only. Consultant's review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of the Contractor. The Consultant's review shall not constitute approval of Contractor's safety precautions, or construction means, methods, techniques, sequences, or procedures.

6.0 **Opinions of Probable Costs**. Any and all estimates provided by Consultant are opinions of probable costs based on information that is reasonably available to Consultant. Owner acknowledges and agrees that Consultant has no control over the cost of labor, materials, equipment or services, or the means and methods used by others in determining prices, competitive bidding, or market conditions. Owner further acknowledges and understands that proposals, bids, and/or actual project costs may, and probably will vary from the estimates and opinions of probable costs provided by Consultant under the Agreement.

7.0 **Construction Means and Methods**. Notwithstanding anything under the Agreement, or otherwise expressed or implied by Consultant, Consultant shall not have control over, charge of, or be responsible, in any way, for the means, methods, techniques, sequences or procedures, or for any health or safety programs in connection with any construction work arising from the Agreement or any Deliverable or Work Product.

8.0 **Conflicts**. In the event that any term of these Terms and Conditions conflict with the terms and conditions of another portion of the Agreement, in all instances, these Terms and Conditions shall control and prevail.

9.0 **Force Majeure and Unforeseeable Conditions**. Consultant shall not be responsible for and Owner hereby releases Consultant from any claim, damage, delay or loss resulting from: (I) fires, riots, labor disputes, war, terrorism, weather, acts of god, epidemics, or other force majeure; (ii) governmental action or failure to act (including, without limitation, plan reviews, permits, and/or approvals); (iii) unforeseen circumstances or conditions (including, without limitation, unforeseen site conditions); (iv) discovery of any hazardous substances or differing site conditions; and/or, (v) circumstances or events outside the reasonable control or responsibility of Consultant.

10.0 **Mutual Waiver and Release Against Individual Employees**. Consultant and Owner agree to release, waive, discharge, and covenant not to sue individual employees of the other party from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or the result of any loss or injury stemming from the performance of the Agreement that may be sustained, regardless of whether such loss is caused by the negligence of the employee and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law—except in cases of gross negligence or willful misconduct.

11.0 **Payment.**

11.1 If an invoice is not paid within 30 days of issue, interest will be charged on the principal balance shown on the invoice. Interest will be calculated by multiplying the unpaid balance by the periodic rate of the 1.5% per month (18% per annum), or the statutory maximum according to applicable state law, if less. The unpaid balance will bear interested until paid.

11.2 The Owner acknowledges and agrees that unless expressly made within 60 days from the date of the invoice, any objections, claims, or disputes related to an invoice shall be waived, and said invoice shall be deemed accepted by Owner.

11.3 Payments by Owner under this Agreement shall not be subject to, or contingent upon, funding or payments from any other source, whether in whole or in part, and including but not limited to loans, sale of property, and current or future investments.

12.0 **Promotional Use of Project.** Consultant may take video or photographs of the Project, as well as use such photos, Owner logo/service mark, and identify and name the Project and Owner for the purposes of external marketing, promotional media, or submission of the Project to award programs. Consultant shall not include confidential or proprietary information to the extent the Owner has previously advised in writing specific information or areas are considered such. The owner may revoke this right at any time upon written notice. This section shall survive termination.

13.0 **Compliance with Laws.** Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders relating to affirmative action, anti-discrimination, and equal employment, including, but not limited to Executive Order No. 11246 of September 24, 1965, as amended (regarding Equal Employment Opportunity), and the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties further agree to abide by the requirements of 29 CFR Part 471, Appendix A to Subpart A, if applicable.

14.0 **Disputes.** In the event of any legal proceeding related to the Project or this Agreement, the prevailing Party, as determined by the court or arbitrator(s), shall be entitled to recover expenses and attorney fees in such proceeding.

15.0 **Execution**. This Agreement may be executed with digitized or electronic signatures. This Agreement may be signed in two or more counterparts, and all counterpart signature pages, taken together, shall constitute one executed original.

16.0 **Insurance.** The Consultant shall obtain, maintain, and keep in full force, at its own expense, the following insurance coverage throughout the duration of the Services. The Commercial General Liability and Auto Liability insurance policies shall name the Client as an additional insured. Excess/Umbrella insurance may be used to satisfy the limits below.
Commercial General Liability Insurance with coverage for bodily injury, death, and property damage, providing a combined single limit of three million dollars ($3,000,000) per occurrence and five million dollars ($5,000,000) in the aggregate.
Automobile Liability Insurance with a combined single limit of one million dollars ($1,000,000) per occurrence.
Workers Compensation Insurance as required by applicable law, including Employers Liability coverage with limits of $500,000/$500,000/$500,000.
Professional Liability Insurance with limits of one million dollars ($1,000,000) per claim and in the aggregate.

17.0 **Termination.**

17.1 In the event that either party believes the other party has committed a material breach of this Agreement or is otherwise in default of its obligations herein, the notifying party shall provide written notice to the defaulting party specifying the nature of the alleged default. The defaulting party shall have thirty (30) days from receipt of such notice to cure the alleged

default. If, after 30 days, the defaulting party fails to cure the default, then the notifying party may terminate this Agreement for default.

17.2 Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time for convenience upon thirty (30) days written notice.

17.3 In the event of Client termination for convenience, the Consultant shall receive full compensation for all work completed at the time of the termination plus any reasonable costs borne by the Consultant as a result of early termination.

18.0 **Purchases for Owner in Interior Design**. In the event that the Consultant must place an order for furniture or other materials for use in Owner's offices, if explicitly required in scope, Owner agrees that such order exists as if made by Owner personnel. Consultant shall be held harmless and have no liability for lost materials or damaged materials received. Owner's recourse for damages shall be against the manufacturer and/or shipper of the materials.

19.0 **Remodeling**. In as much as the remodeling and/or rehabilitation of an existing building or structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending great sums of additional money, or destroying otherwise adequate or serviceable portions of the building or structure, the Client agrees that, except for negligence on the part of the Architect, the Client will hold harmless and indemnify the Architect for and against any and all claims, damages, and costs of defense arising out of such professional services involving those assumptions.

20.0 Owner's communication of a notice to proceed or any other work authorization without written signature to this Agreement, or a separate succeeding contractual agreement with terms and conditions executed by Consultant, shall be considered an express acceptance and approval of this Agreement.

EXHIBIT B

LEO A DALY

PLANNING
ARCHITECTURE
ENGINEERING
INTERIORS

January 6, 2025

Stephanie Hanson & Sean Sullivan
City of Ramsey
7550 Sunwood Dr. NW
Ramsey, MN 55303
Email: shanson@ci.ramsey.mn.us // ssullivan@ci.ramsey.mn.us

RE: Request for Modified Quote on MN Town Hall Preservation

Stephanie Hanson and Sean Sullivan,

LEO A DALY is honored to be asked by you to submit a quote for renovations to the 1892 Ramsey Town Hall. The Ramsey Town Hall is a beautiful, well-maintained asset to the City of Ramsy as well as the State of Minnesota. It's history as a one room schoolhouse and then a Town Hall is important in telling the history of Ramsey's development and the architectural design of schoolhouses in Minnesota. It's continued rehabilitation and reuse is a worthy investment for the State of Minnesota.

LEO A DALY offers you a team of **highly experienced and qualified historic specialists** that have been entrusted with some of our nation's most highly valued resources, but we especially treasure working on historic resources in our own home area. Our staff has extensive experience doing adaptive reuse and rehabilitation on historic structures. We have maintained strong relationships with Minnesota's local, city, and state review regulatory staff.

Our staff are **passionate about working on treasured resources**. We have staff that have dedicated their careers to working with historic and existing buildings. That passion comes from a deep appreciation of history and a passion for sustainable reuse of the already built environment.

We appreciate this opportunity to get to know your team and to hear more about the future for the Ramsey City Hall. It would be an honor to work with you to help facilitate the vitality of this City of Ramsey icon. If there are any questions regarding our proposal, please do not hesitate to contact us.

Sincerely,

Cindy McCleary
Digitally signed by Cindy McCleary
DN: C=US, E=camccleary@leodaly.com, O=Leo A Daly, OU="Public & Institutional Practice ", CN=Cindy McCleary
Date: 2026.01.16 14:29:20-06'00'

Michael Bjornberg
Digitally signed by Michael Bjornberg
DN: C=US, E=mjbjornberg@leoadaly.com, O=Leo A Daly, CN=Michael Bjornberg
Date: 2026.01.16 14:37:11-06'00'

Cindy McCleary, AIA, NCARB, LEED AP
Principal-in-Charge
CAMccleary@leoadaly.com
D. 612.341.9588

Michael Bjornberg, FAIA
Senior Project Manager
mjbjornberg@leoadaly.com
D. 612.341.9554
Mobile. 612.859.2762

LEO A DALY
730 Second Avenue South
Suite 1300
Minneapolis, MN 55402-2406
612.338.8741

leoadaly.com

LEO A DALY

Firm Introduction

For more than 110 years, our dedication to design excellence has produced exceptional spaces that enhance and enrich the human experience. We are a team-focused organization, committed to empowering innovation, creativity, and talent.

Client-centered approach

Working side-by-side with every level of stakeholder, we collaborate to serve your operational and strategic goals. Your vision, paired with our creativity and expertise, produces exceptional results.

ASSESSMENT TEAM

We have assembled a team of professionals with experience in historic renovations like yours. Our knowledge includes the Secretary of the Interior's Standards for the Treatment of Historic Properties, the National Park Service Preservation Briefs, and best practices for buildings listed in the National Register of Historic Places. Our architecture team members are qualified in the Secretary of Interior's Standards Professional Qualifications for Historic Architecture. The team will be managed and coordinated by Senior Project Manager, Michael Bjornberg. The LEO A DALY engineering work will be led by our Engineering Lead, Mark Bradby.

LEO A DALY

- Project Management – Michael Bjornberg
- Architectural Designer – Julia Larson
- Structural Engineering – Thomas Kendrick
- Plumbing/Mechanical Engineering – Mark Bradby

PROJECT METHODOLOGY

Having provided construction documents for a variety of owners and facility types – we have found that having a plan before starting provides an efficient process for you and our team. Throughout this process we will maintain regular scheduled communication to update you on our progress. This includes understanding the timeline and process for the MN Legacy Grants.

OBJECTIVES

- Design and Document a Concrete Path and ADA ramp to Old Town Hall
- Design and Document Heating and Air Conditioner Installation
- Design and Document an ADA Bathroom
- Assess the Structural Floor Connections and Design a Retrofit.
    - While touring the site, we noticed there might need to be work on the beam that was installed below the floor joists. American Society of Civil Engineers (ASCE) 7-16 Chapter 1 states that the load force from the floor needs to be transferred via a positive connection to the foundation. The beam did not appear to have a positive connection to its supporting elements.





SCOPE OF WORK
We understand the Scope of Work and deliverables for the Construction Documents to be as follows:

- **Visual Inspection –** Conduct an on-site review of the exterior and interior of your facility.

- **Construction Documents –** Prepare construction documents for a concrete path and ADA ramp, heating and air conditioning installation, ADA bathroom, and structural floor connections retrofit as required. This includes specifications and complete documents and providing progress updates as requested by the owner and as necessary by the grant process.
    - Scope does not include replacing plumbing services.
    - Scope will include two sketch options for the ADA ramp. The option chosen will be documented.
    - ADA bathroom will include standard restroom finishes. This does not include additional research for finishes to match a historic time period.
    - Structural scope of work will include one site visit to assess the floor connections to design a retrofit.
    - Client to provide topography of the existing site.
    - Cost estimating is not included.

- **Participation –** Three virtual owner update meetings throughout the documentation process.

DELIVERABLES
The following are the deliverables we will provide to the City of Ramsey as part of the Construction Documents process.

- Documents for the stated work: a concrete path and ADA ramp, heating and air conditioning installation, ADA bathroom, and structural floor connections retrofit. This includes specifications and construction documents.

We are prepared to start once we are given the Notice To Proceed.

SCHEDULE MILESTONES*

- Submit Proposal — January 2026
- Project Activity Start — Upon Notice to Proceed
- Targeted Project Completion — April 2026

**Note we will coordinate our activities around your schedule and other grant requirements.*

FEE PROPOSAL

We are proposing a fee of **$39,500**, including expenses for the Ramsey Town Hall Renovation Construction Documents. We propose to complete all the tasks outlined in the “Scope of Work” section above as part of that fee. While we can anticipate some conditions on an older building, there are inevitably some unforeseen conditions when working with older structures. These potential items include underground conditions currently hidden and local regulatory requirements that may impact our work effort. Should such events occur, we will present them and discuss options with you to proceed.

CC Regular Session

Meeting Date: 01/27/2026

Primary Strategic Plan Initiative: Promote economic growth and development.

Title:

Adopt Resolution #26-036 Approving Amendment to Purchase Agreement for Sale of 6701 and 6745 Highway 10 to MW Properties LLC

Purpose/Background:

Purpose:

The purpose of this case is to consider adoption of Resolution #26-036 Approving Amendment to Purchase Agreement for Sale of 6701 and 6745 Highway 10 to MW Properties LLC. In December 2025 the City Council approved the sale of 6701 and 6745 Hwy 10 to MW Properties LLC. City Staff has been working with MW Properties during the due diligence phase of the Purchase Agreement to ensure that proposed uses by the Buyer are compatible with zoning, building code and fire code and completion of a satisfactory Phase 1 ESA. During this process a number of items were identified by City Staff and the Buyer that needed to be clarified/remedied. These items have been resolved to the satisfaction of the Buyer but it has pushed back the time for the closing a few weeks. As such, MW Properties LLC and City Staff are asking the Council to the Closing date for the Purchase Agreement to on or before February 5, 2026.

Property History

On June 7, 2006, the City acquired 6701 Highway 10, legally described as Lot 3, Block 1, Deal Industrial Park on September 29, 2005 and 6745 Hwy 10 NW legally described as Lot 2, Block 1, Deal Industrial Park on August 10, 2006for future Hwy 10 right-of-way utilizing the Right-of-way Acquisition Loan Fund (RALF) administered by Met Council. The approved Hwy 10 construction layout has been modified such that this parcel is no longer needed for ROW purposes. The Loan Agreement states that if the properties are not needed for construction the property should be sold for fair market value. City Staff has listed properties on MNCAR for over 2 months and received 2 offers for the property. The Met Council has reviewed the offers and has communicated to the City that it has accepted the highest offer presented by MW Properties LLC and documented in the attached, executed purchase agreement.

Contingencies of the Purchase Agreement included a satisfactory Phase 1 ESA and securing a lease extension with Mille Lacs Motor Sports II, Inc. Both of the contingencies have been satisfied.

Notification:

The City of Ramsey has adopted Ordinance #24-11 which authorizes the future sale of all RALF properties held by the City. A Sales Resolution was previously adopted in December of 2025.

Time Frame/Observations/Alternatives:

The offer by MW Properties is contingent on securing a lease extension with Mille Lacs Motor Sports II, Inc. MW Properties has negotiated a lease with Mille Lacs (Power Lodge). This lease extension will allow this existing Ramsey business to continue to operate for a period of time that will allow them to make decision for a permanent business solution. This sale will put the property back on the tax rolls and also lead to future investment property and parking lot. The city is bound by the terms in the loan agreement and the purchase agreement presented meets those terms. $2,000,000 is the purchase price and the terms of the purchase agreement are typical for a commercial land transaction. The sales price is not changing with the proposed Amendment to Purchase Agreement. The property is being sold "as-is". The Closing should closely coincide

with the termination of the lease by Mille Lacs Motor Sports II, Inc. at the end of January.

The Metropolitan Council has approved the terms of the Original Purchase Agreement and Addendum. The Amendment to Purchase Agreement proposed does not impact Met Council approval.

Alternatives:
1) Adopt Resolution #26-036 Approving Amendment to Purchase Agreement for Sale of 6701 and 6745 Highway 10 to MW Properties LLC (as presented); subject to City Attorney review
2) Adopt Resolution #26-036 Approving Amendment to Purchase Agreement for Sale of 6701 and 6745 Highway 10 to MW Properties LLC(with changes); subject to City Attorney review
3) Something else

Funding Source:

This action is being done as part of normal staff duties. All proceeds from the sale are remitted to the RALF Program administered by Met Council. The Sale of the Property will satisfy City requirements of RALF Loans L05-05 and L06-09.

Recommendation:

Adopt Resolution #26-036 Approving Amendment to Purchase Agreement for Sale of 6701 and 6745 Highway 10 to MW Properties LLC (as presented); subject to City Attorney review

Outcome/Action:

Motion to Adopt Resolution #26-036 Approving Amendment to Purchase Agreement for Sale of 6701 and 6745 Highway 10 to MW Properties LLC (as presented); subject to City Attorney review

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Attachments

Site Location Map
ACTION - Resolution #26-036
ACTION - Amendment to Commercial Purchase Agreement
Reference - Executed PA
Reference - Executed PA Addendum
Reference - Resolution #25-293
Reference - Lease 6701 Rear
Reference - 6701 Lease Outside
Reference - 6745 Lease
Reference - 6745 behind
Reference - Loan Agreement L05-05
Reference - Loan Agreement L06-09
Sales Ordinance -24-11

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	01/22/2026 12:52 PM
Form Started By: Sean Sullivan		Started On: 01/21/2026 01:37 PM
Final Approval Date: 01/22/2026		

Site Location Map 6701 and 6745 Hwy 10 NW



12/3/2025, 5:20:28 PM

1:2,400

0 112.5 225 450 ft

0 30 60 120 m

Sean Sullivan

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

RESOLUTION #26-036

RESOLUTION APPROVING AMENDMENT TO PURCHASE AGREEMENT FOR SALE OF 6701 AND 6745 HWY 10 NW TO MW PROPERTIES LLC

WHEREAS, the City of Ramsey, herein referred to as the "City," acquired various parcels acquired utilizing the Right of Way Acquisition Loan Fund (RALF) for the purposes relating to construction of future Hwy 10 improvements the City of Ramsey; and

WHEREAS, the City acquired 6701 Hwy 10 NW legally described as Lot 3, Block 1, Deal Industrial Park on September 29, 2005 and 6745 Hwy 10 NW legally described as Lot 2, Block 1, Deal Industrial Park on August 10, 2006 (the "Properties") on attached Exhibit A utilizing RALF Funds for the Hwy 10 project; and

WHEREAS, the City has leased the Properties to various business entities including Mille Lacs Motor Sports II, Inc. (Power Lodge), has a lease with the City that terminates January 31, 2025 and is in good standing with the City; and

WHEREAS, MW Properties LLC has successfully worked with Mille Lacs Motor Sport II, Inc. to extend the lease and its extension is a contingency if the Purchase Agreement approved by Resolution #25-293 by the City Council on December 9, 2025; and

WHEREAS, the City has negotiated a Purchase Agreement and Addendum with MW Properties LLC to acquire the Properties and the Met Council has preliminarily approved the terms and conditions of the Purchase Agreement; and

WHEREAS, the purchase price of the Properties is Two Million and 00/100 Dollars ($2,000,000.00) which also has been preliminarily approved by the Met Council and the sale proceeds will be remitted to the Met Council to satisfy the requirements of RALF Loans L05-05 and L06-09; and

WHEREAS, The Buyer has provided an Amendment to Commercial Purchase Agreement extending the Closing date of the Purchase Agreement to February 5, 2026 for City Council consideration; and

WHEREAS, the City hereby declares the Property to be surplus City-owned land and is no longer needed for current or future City functions, and authorizes the property to be sold as evidenced in adopted Ordinance 24-11; and

WHEREAS, MW Properties LLC. is Active and in Good Standing with the Office of the Secretary of State as of January 21, 2026.

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

1) That the City hereby declares the Property to be surplus City-owned land, and authorizes the property to be sold.

2) That the City hereby authorizes the sale of the Property to MW Properties LLC for Two Million and 00/100 Dollars ($2,000,000.00) contingent on final approval by the Met Council and the contingencies outlines in the Purchase Agreement and Addendum and Amendment to Commercial Purchase Agreement.

3) That the City authorizes execution of the Amendment to Purchase Agreement with MW Properties LLC to sell the Property.

4) The City authorizes the proceeds from the sale of the Property to be used to pay off RALF Loan L05-05 and L06-09 and to be remitted to the Met Council.

5) That the City hereby authorizes the City Administrator and Mayor to sign any and all documents necessary to transfer the Property to MW Properties LLC., consistent with Charter and State law requirements.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

None

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of January, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A
PROPERTY

Lot 3, Block 1, Deal Industrial Park

Tax Identification Number 34-32-25-12-0009

And;

Lot 2, Block 1, Deal Industrial Park

Tax Identification Number 34-32-25-12-0008

Authentisign ID: EA2BC502-32F7-F011-8D4D-000D3A1FC4E8

AMENDMENT TO COMMERCIAL PURCHASE AGREEMENT

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1. Date January 28th, 2026
2. Page 1

3. The undersigned parties to a Purchase Agreement, dated December 3rd 2025
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 6701,6745 Highway 10 NW Ramsey MN 55303
6. hereby mutually agree to amend said Purchase Agreement as follows:
7. Buyer and Seller agree to extend the closing date to February 5th, 2026.
8.
9.
10.
11.
12.
13.
14.
15.
16.
17.
18. All other terms and conditions of the Purchase Agreement to remain the same.

19.	**SELLER**	**BUYER**
20.	_____ (Business Entity or Individual Name)	MW Properties LLC (Business Entity or Individual Name)
21.	By: _____ (Seller)	By: Mitchell Webb (Buyer)
22.	Its: _____ (Title)	Its: Owner (Title)
23.	_____ (Date)	01/21/2026 (Date)
24.	**SELLER**	**BUYER**
25.	_____ (Business Entity or Individual Name)	_____ (Business Entity or Individual Name)
26.	By: _____ (Seller)	By: _____ (Buyer)
27.	Its: _____ (Title)	Its: _____ (Title)
28.	_____ (Date)	_____ (Date)

29. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
30. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

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Authentisign ID: EA2BC502-32F7-F011-8D4D-000D3A1FC4E8

AMENDMENT TO COMMERCIAL PURCHASE AGREEMENT

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21.	By: _____ (Seller)	By: Mitchell Webb (Buyer)
22.	Its: _____ (Title)	Its: Owner (Title)
23.	_____ (Date)	01/21/2026 (Date)
24.	**SELLER**	**BUYER**
25.	_____ (Business Entity or Individual Name)	_____ (Business Entity or Individual Name)
26.	By: _____ (Seller)	By: _____ (Buyer)
27.	Its: _____ (Title)	Its: _____ (Title)
28.	_____ (Date)	_____ (Date)

29. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
30. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

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Authentisign ID: 9E3CC3C7-60D0-F011-8195-000D3A1E5303

COMMERCIAL PURCHASE AGREEMENT

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 Date December 3rd 2025

BUYER(S) is/are: MW Properties LLC or Assignee , *(Check one.)*

☐ **individual(s); OR** ☒ **a business entity organized under the laws of the State of** MN .

SELLER(S) is/are: City of Ramsey & Met Council , *(Check one.)*

☐ **individual(s); OR** ☒ **a business entity organized under the laws of the State of** MN .

Buyer's earnest money in the amount of

Fifty Thousand Dollars

($ 50,000.00) shall be delivered no later than two (2) Business Days after Final Acceptance Date **to be deposited in the trust account of:** *(Check one.)*

☐ **listing broker; or**

☒ Stewart Title , (Trustee)

within three (3) Business Days of receipt of the earnest money or Final Acceptance Date whichever is later.

Said earnest money is part payment for the purchase of property at 6701, 6745

Highway 10 NW located in the

City/Township of Ramsey , County of Anoka ,

State of Minnesota, Zip Code 55303 , PID # (s)

6745, 34-32-25-12-0008 and 6701, 34-32-25-12-0009

and legally described as follows

6745-LOT 2 BLOCK 1 DEAL INDUSTRIAL PARK / 6701-LOT 3 BLOCK 1 DEAL INDUSTRIAL PARK 34-32-25-12-0009

(collectively the "Property") together with the personal property as described in the attached *Addendum to Commercial Purchase Agreement: Personal Property*, if any, all of which property the undersigned has this day sold to Buyer for the sum of:

Two Million

($ 2,000,000.00) Dollars ("Purchase Price"), which Buyer agrees to pay in the following manner:

1. **CASH** of 100 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest money; PLUS

2. **FINANCING** of 0 percent (%) of the sale price. Buyer shall, at Buyer's sole expense, apply for any financing as required by this Purchase Agreement.

   Such financing shall be: *(Check one.)* ☐ **a first mortgage;** ☐ **a contract for deed;** or ☐ **a first mortgage with subordinate financing**, as described in the attached *Addendum to Commercial Purchase Agreement:*

   ☐ ***Conventional/SBA/Other*** ☐ ***Contract for Deed***.
   ----------(Check one.)----------

DUE DILIGENCE: This Purchase Agreement ☒ **IS** ☐ **IS NOT** subject to a due diligence contingency. (If answer is **IS**, ------(Check one.)----- see attached *Addendum to Commercial Purchase Agreement: Due Diligence*.)

CLOSING: The date of closing shall be on or before January 15th 2026 .

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37. Property located at 6701, 6745 Highway 10 NW Ramsey 55303.

38. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a: *(Check one.)*
39. ☒ **WARRANTY DEED** ☐ **LIMITED WARRANTY DEED** ☐ **CONTRACT FOR DEED**

40. ☐ **OTHER:** _____ **DEED** conveying marketable title, subject to:
41. (a) building and zoning laws, ordinances, and state and federal regulations;
42. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
43. (c) reservation of any mineral rights by the State of Minnesota or other government entity;
44. (d) utility and drainage easements which do not interfere with existing improvements; and

45. (e) others (must be specified in writing): _____
46. _____

47. **TENANTS/LEASES:** Property ☒ **IS** ☐ **IS NOT** subject to rights of tenants (if answer is **IS**, see attached *Addendum*
-------(Check one.)------
48. *to Commercial Purchase Agreement: Due Diligence*).

49. Seller shall not execute leases from the Date of this Purchase Agreement to the date of closing, the term of which lease
50. extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be
51. provided to Seller within 5 days of Seller's written request. Said consent
52. shall not be unreasonably withheld.

53. **REAL ESTATE TAXES:** Real estate taxes due and payable in the year of closing shall be prorated between Seller and
54. Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement.
55. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall
56. be paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.

57. **SPECIAL ASSESSMENTS:**
58. ☐ **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** ☒ **SELLER SHALL PAY**
----------(Check one.)----------
59. on the date of closing all installments of special assessments certified for payment with the real estate taxes due and
60. payable in the year of closing.

61. ☐ **BUYER SHALL ASSUME** ☒ **SELLER SHALL PAY ON DATE OF CLOSING** all other special assessments
----------(Check one.)----------
62. levied as of the date of this Purchase Agreement. Notwithstanding the foregoing, Buyer shall assume any levied
63. assessment that cannot be paid in the year of closing.

64. ☒ **BUYER SHALL ASSUME** ☐ **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as
----------(Check one.)----------
65. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's
66. provision for payment shall be by payment into escrow of up to two (2) times the estimated amount of the assessments
67. or less, as allowed by Buyer's lender.)

68. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
69. which is not otherwise here provided.

70. As of the date of this Purchase Agreement, Seller represents that Seller ☐ **HAS** ☒ **HAS NOT** received a notice
----------(Check one.)----------
71. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
72. against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before
73. closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement
74. and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay,
75. provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may
76. declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the
77. other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement
78. canceled, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said
79. cancellation and directing all earnest money paid here to be refunded to Buyer.

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81. Property located at 6701, 6745 Highway 10 NW Ramsey 55303.

82. **POSSESSION**: Seller shall deliver possession of the Property: *(Check one.)*

83. [x] **IMMEDIATELY AFTER CLOSING**; or

84. [ ] **OTHER:** _____.

85. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
86. by possession date.

87. **PRORATIONS:** All items customarily prorated and adjusted in connection with the closing of the sale of the Property
88. here including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated
89. as of the date of closing. It shall be assumed that Buyer will own the Property for the entire date of the closing.

90. **RISK OF LOSS:** If there is any loss or damage to the Property between date of this Purchase Agreement and the date
91. of closing, for any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before
92. the closing, this Purchase Agreement shall be canceled, at Buyer's option, if Buyer gives written notice to Seller, or licensee
93. representing or assisting Seller, of such cancellation within thirty (30) days of the damage. Upon said cancellation,
94. Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation
95. and directing all earnest money paid here to be refunded to Buyer.

96. **EXAMINATION OF TITLE:** Seller shall, at its expense, within 7 days after Final
97. Acceptance Date, furnish to Buyer, or licensee representing or assisting Buyer, a commitment for an owner's policy
98. of title insurance from Stewart Title (Name of Title Company), including levied and pending special
99. assessments. Buyer shall be allowed ten (10) days ("Objection Period") after receipt of the commitment for title
100. insurance to provide Seller, or licensee representing or assisting Seller, with written objections. Buyer shall be deemed
101. to have waived any title objections not made within the Objection Period provided for immediately above and any
102. matters with respect to which title objection is so waived may be excepted from the warranties in the Deed as specified
103. here to be delivered pursuant to this Agreement.

104. **TITLE CORRECTIONS AND REMEDIES:** Seller shall have thirty (30) days ("Cure Period") from receipt of Buyer's
105. written title objections to cure any title objections but shall not be obligated to do so. Upon receipt of Buyer's title
106. objections, Seller shall, within ten (10) days, notify Buyer, or licensee representing or assisting Buyer, in writing whether
107. or not Seller will endeavor to cure such objections within the Cure Period. Liens or encumbrances for liquidated
108. amounts created by instruments executed by Seller and which can be released by payment proceeds of closing shall
109. not delay the closing.

110. If Seller's notice states that Seller will not endeavor to cure one or more specified objections within the Cure Period,
111. Buyer may, as its sole remedy, within ten (10) days of the sending of such notice by Seller, declare this Purchase
112. Agreement canceled by written notice to Seller, or licensee representing or assisting Seller, in which case this Purchase
113. Agreement is canceled. If Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a
114. written cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to
115. be refunded to Buyer. If Buyer does not declare this Purchase Agreement canceled as provided immediately above,
116. Buyer shall be bound to proceed with the closing and to purchase the Property subject to the objections Seller has
117. declined to cure without reduction in the Purchase Price.

118. If Seller's notice states that Seller will endeavor to cure all of the specified objections, or if Seller's notice states that
119. Seller will endeavor to cure some, but not all, of the specified objections and Buyer does not declare this Purchase
120. Agreement canceled as provided above, Seller shall use commercially reasonable efforts to cure the specified objections
121. or those Seller has agreed to endeavor to cure and, pending correction of title, all payment required here and the
122. closing shall be postponed.

123. If Seller, within the Cure Period provided above, corrects the specified objections Seller's notice indicated Seller would
124. endeavor to cure, then upon presentation to Buyer, or licensee representing or assisting Buyer, of documentation
125. establishing that such objections have been cured, the closing shall take place within ten (10) days or on the scheduled
126. closing date, whichever is later.

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128. Property located at 6701, 6745 Highway 10 NW Ramsey 55303.

129. If Seller, within the Cure Period provided above, does not cure the specified objections which Seller's notice indicated
130. Seller would endeavor to cure, Buyer may, as its sole remedy, declare this Purchase Agreement canceled by written
131. notice to Seller, or licensee representing or assisting Seller, given within five (5) days after the end of the Cure Period,
132. in which case this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*
133. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. Neither
134. party shall be liable for damages here to the other. In the alternative, Buyer may elect to waive such objections by
135. providing written notice to Seller, or licensee representing or assisting Seller, within such five (5)-day period and accept
136. title subject to such uncured objections, in which event, Buyer shall be bound to proceed with the closing and to purchase
137. the Property subject to the objections Seller has not cured without reduction in the Purchase Price. If neither notice
138. is given by Buyer within such five (5)-day period, Buyer shall be deemed to have elected to waive the objections and
139. to proceed to closing as provided in the immediately preceding sentence.

140. If title is marketable, or is made marketable as provided here, and Buyer defaults in any of the agreements here,
141. Seller, in addition to any other right or remedy available to Seller here, at law or in equity may cancel this Purchase
142. Agreement as provided by either MN Statute 559.21 or MN Statute 559.217, whichever is applicable, and retain all
143. earnest money paid here as liquidated damages.

144. If title is marketable, or is made marketable as provided here, and Seller defaults in any of the agreements here,
145. Buyer may, in addition to any other right or remedy available to Buyer here, seek specific performance within six
146. (6) months after such right of action arises.

147. **REPRESENTATIONS AND WARRANTIES OF SELLER:** The following representations made are to the best
148. of Seller's knowledge.

149. There is no action, litigation, investigation, condemnation, or other proceeding of any kind pending or threatened
150. against Seller or any portion of the Property. In the event Seller becomes aware of any such proceeding prior to
151. closing, Seller will promptly notify Buyer of such proceeding.

152. The Property is in compliance with all applicable provisions of all planning, zoning, and subdivision rules; regulations;
153. and statutes. Seller has obtained all necessary licenses, permits, and approvals necessary for the ownership and
154. operation of the Property.

155. Prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished
156. within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any
157. structure on, or improvement to, the Property.

158. Seller has not received any notice from any governmental authority as to condemnation proceedings, or violation of
159. any law, ordinance, regulation, code, or order affecting the Property. If the Property is subject to restrictive covenants,
160. Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices
161. received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g. provisions
162. against conveyance of property to any person of a specified religious faith, creed, national origin, race, or color) are
163. illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants from the
164. title by recording a statutory form in the office of the county recorder of any county where the property is located.

165. Seller has not executed any options to purchase, rights of first refusal, or any other agreements giving any person or
166. other entity the right to purchase or otherwise acquire any interest in the Property, and Seller is unaware of any options
167. to purchase, rights of first refusal, or other similar rights affecting the Property.

168. The legal description of the real property to be conveyed has been or shall be approved for recording as of the date
169. of closing.

170. If Seller is an organized entity, Seller represents and warrants to Buyer that Seller is duly organized and is in good
171. standing under the laws of the State of Minnesota; that Seller is duly qualified to transact business in the State of
172. Minnesota; that Seller has the requisite organizational power and authority to enter into this Purchase Agreement and
173. the Seller's closing documents signed by it; such documents have been duly authorized by all necessary action on
174. the part of Seller and have been duly executed and delivered; that the execution, delivery, and performance by Seller of
175. such documents do not conflict with or result in a violation of Seller's organizational documents or Bylaws or any judgment,
176. order, or decree of any court or arbiter to which Seller is a party; and that such documents are valid and binding obligations
177. of Seller, and are enforceable in accordance with their terms.

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179. Property located at 6701, 6745 Highway 10 NW Ramsey 55303.

180. Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns,
181. harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the
182. breach of any of the above representations and warranties, whether such breach is discovered before or after the
183. date of closing.

184. See attached *Addendum to Commercial Purchase Agreement: Due Diligence*, if any, for additional representations
185. and warranties.

186. **REPRESENTATIONS AND WARRANTIES OF BUYER:** If Buyer is an organized entity, Buyer represents and warrants
187. to Seller that Buyer is duly organized and is in good standing under the laws of the State of Minnesota; that Buyer is
188. duly qualified to transact business in the State of Minnesota; that Buyer has the requisite organizational power and
189. authority to enter into this Purchase Agreement and the Buyer's closing documents signed by it; such documents
190. have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered;
191. that the execution, delivery, and performance by Buyer of such documents do not conflict with or result in a violation
192. of Buyer's organizational documents or Bylaws or any judgment, order, or decree of any court or arbiter to which Buyer
193. is a party; and that such documents are valid and binding obligations of Buyer, and are enforceable in accordance with
194. their terms. Buyer will indemnify Seller, its successors and assigns, against and will hold Seller, its successors and
195. assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because
196. of the breach of any of the above representations and warranties, whether such breach is discovered before or after
197. the date of closing.

198. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**

199. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)
200. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)
201. ending at 11:59 P.M. on the last day.

202. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless
203. stated elsewhere by the parties in writing.

204. **CALENDAR DAYS:** For purposes of this Agreement, any reference to "days" means calendar days; calendar days
205. days include Saturdays, Sundays, and state and federal holidays.

206. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
207. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller
208. shall affirm the same by a written cancellation. In the alternative, Seller may seek all other remedies allowed by law.

209. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the
210. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable.

211. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
212. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
213. performance, such action must be commenced within six (6) months after such right of action arises.

214. **SUBJECT TO RIGHTS OF TENANTS, IF ANY, BUYER HAS THE RIGHT TO VIEW THE PROPERTY PRIOR TO**
215. **CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE**
216. **DATE OF THIS PURCHASE AGREEMENT.**

217. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**
218. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

219. ☒ Seller is not aware of any methamphetamine production that has occurred on the Property.

220. ☐ Seller is aware that methamphetamine production has occurred on the Property.
221. *(See Disclosure Statement: Methamphetamine Production.)*

222. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone
223. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are
224. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
225. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

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227. Property located at 6701, 6745 Highway 10 NW Ramsey 55303.

228. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory**
229. **offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may**
230. **be obtained by contacting the local law enforcement offices in the community where the Property is located**
231. **or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web**
232. **site at https://coms.doc.state.mn.us/publicregistrantsearch.**

233. **CHRONIC WASTING DISEASE IN CERVIDAE** (The following Seller disclosure satisfies MN Statute 35.155, Subd. 11(d).)
234. Has Chronic Wasting Disease been detected on the Property? ☐ **YES** ☒ **NO** -----(Check one.)-----
235. If Yes, see *Disclosure Statement: Chronic Wasting Disease*.

236. **CEMETERY ACT:** The following questions are to be answered to the best of Seller's knowledge.

237. MN Statute 307.08 prohibits any damage or illegal molestation of human remains, burials or cemeteries. A
238. person who intentionally, willfully and knowingly destroys, mutilates, injures, disturbs, or removes human skeletal
239. remains or human burial grounds is guilty of a felony.
240. Are you aware of any human remains, burials, or cemeteries located on the Property? ☐ Yes ☒ No

241. If "Yes," please explain: _____

242. All unidentified human remains or burials found outside of platted, recorded or identified cemeteries and in
243. contexts which indicate antiquity greater than 50 years shall be dealt with according to the provisions of MN
244. Statute 307.08, Subd. 7.

245. **DISCLOSURE NOTICE:** If this Purchase Agreement includes a structure used or intended to be used as residential
246. property as defined under MN Statute 513.52, Buyer acknowledges Buyer has received a *Disclosure Statement:*
247. *Seller's Property Disclosure Statement* or *Disclosure Statement: Seller's Disclosure Alternatives* form.

248. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.

249. ***(Check appropriate boxes.)***
250. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:
251. **CITY SEWER** ☒ **YES** ☐ **NO / CITY WATER** ☒ **YES** ☐ **NO**

252. **SUBSURFACE SEWAGE TREATMENT SYSTEM**
253. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING
----------(Check one.)----------
254. THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*
255. *Subsurface Sewage Treatment System*.)

256. **PRIVATE WELL**
257. SELLER ☐ **DOES** ☒ **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is **DOES** and well
----------(Check one.)----------
258. is located on the Property, see *Disclosure Statement: Well*.)
259. To the best of Seller's knowledge, the Property ☐ **IS** ☒ **IS NOT** in a Special Well Construction Area.
-------(Check one.)------

260. THIS PURCHASE AGREEMENT ☐ **IS** ☒ **IS NOT** SUBJECT TO AN *ADDENDUM TO PURCHASE AGREEMENT:*
-------(Check one.)--------
261. *SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY*.
262. (If answer is **IS**, see attached *Addendum*.)

263. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
264. **RECEIVED A *DISCLOSURE STATEMENT: WELL* AND/OR A *DISCLOSURE STATEMENT: SUBSURFACE SEWAGE***
265. ***TREATMENT SYSTEM*.**

266. There ☐ **IS** ☐ **IS NOT** a storage tank located on the Property that is subject to the requirements of MN Statute 116.48.
------(Check one.)------
267. (If answer is **IS**, see *Commercial Disclosure Statement: Storage Tank(s)*.)

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COMMERCIAL PURCHASE AGREEMENT

 Date December 3rd 2025

Property located at 6701, 6745 Highway 10 NW Ramsey 55303.

AGENCY NOTICE

Brian Passeri (Licensee) is ☐ Seller's Agent ☒ Buyer's Agent ☐ Dual Agent. (Check one.)

LPT Realty LLC (Real Estate Company Name)

(Licensee) is ☐ Seller's Agent ☐ Buyer's Agent ☐ Dual Agent. (Check one.)

(Real Estate Company Name)

SELLER'S CONTRIBUTION TO BUYER'S BROKER'S COMPENSATION: Seller agrees to pay Buyer's broker's compensation at closing of 3.5 percent (%) of the selling price or $ _____, whichever is greater. This is in addition to any Seller's contribution to Buyer's closing costs paid at closing. This amount is in addition to the listing broker's offer of cooperating compensation, if any.

DUAL AGENCY DISCLOSURE: Dual agency occurs when one broker or salesperson represents both parties to a transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price, terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or salesperson in writing to disclose specific information about them. Other information will be shared. Dual agents may not advocate for one party to the detriment of the other.

CONSENT TO DUAL AGENCY

Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this transaction without the consent of both parties. Both parties acknowledge that

(1) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will be shared;

(2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

(3) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the sale.

With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its salespersons to act as dual agents in this transaction.

SELLER: _____ (Business Entity or Individual Name)	**BUYER:** MW Properties LLC or Assignee (Business Entity or Individual Name)
By: _____ (Seller's Signature)	By: _____ (Buyer's Signature)
_____ (Seller's Printed Name)	Mitchell Webb (Buyer's Printed Name)
Its: _____ (Title)	Its: Owner/Partner (Title)
_____ (Date)	_____ (Date)
SELLER: _____ (Business Entity or Individual Name)	**BUYER:** _____ (Business Entity or Individual Name)
By: _____ (Seller's Signature)	By: _____ (Buyer's Signature)
_____ (Seller's Printed Name)	_____ (Buyer's Printed Name)
Its: _____ (Title)	Its: _____ (Title)
_____ (Date)	_____ (Date)

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309. Property located at 6701, 6745 Highway 10 NW Ramsey 55303.

310. **SUCCESSORS AND ASSIGNS:** All provisions of this Purchase Agreement shall be binding on successors and
311. assigns.

312. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
313. cash outlay at closing or reduce the proceeds from the sale.

314. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
315. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must
316. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer
317. and Seller agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

318. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
319. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
320. the closing and delivery of the deed.

321. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
322. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
323. identification numbers or Social Security numbers.

324. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
325. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
326. **compliance, as the respective licensees representing or assisting either party will be unable to assure either**
327. **party whether the transaction is exempt from FIRPTA withholding requirements.**

328. **NOTE:** MN Statute 500.221 establishes certain restrictions on the acquisition of title to agricultural land by aliens
329. and non-American corporations. Please seek appropriate legal advice if this Purchase Agreement is for the
330. sale of agricultural land and Buyer is a foreign person.

331. **ACCEPTANCE DEADLINE:** This offer to purchase, unless accepted sooner, shall be withdrawn at 11:59 P.M.,
332. December 10th 2025, and in such event all earnest money shall be returned to Buyer.

333. **CONDEMNATION:** If, prior to the closing date, condemnation proceedings are commenced against all or any part
334. of the Property, Seller or licensee representing or assisting Seller, shall immediately give written notice to Buyer, or
335. licensee representing or assisting Buyer, of such fact and Buyer may, at Buyer's option (to be exercised within thirty (30)
336. days after Seller's notice), declare this Purchase Agreement canceled by written notice to Seller or licensee representing
337. or assisting Seller, in which case this Purchase Agreement is canceled and neither party shall have further obligations
338. under this Purchase Agreement. In the event Buyer declares the Purchase Agreement canceled, Buyer and Seller
339. shall immediately sign a written cancellation confirming such cancellation and directing all earnest money paid
340. here to be refunded to Buyer. If Buyer fails to give such written notice, then Buyer shall be bound to proceed with
341. closing, subject to any other contingencies to this Purchase Agreement. In such event, there shall be no reduction in
342. the purchase price, and Seller shall assign to Buyer at the closing date all of Seller's rights, title, and interest in and to
343. any award made or to be made in the condemnation proceedings. Prior to the closing date, Seller shall not designate
344. counsel, appear in, or otherwise act with respect to, the condemnation proceedings without Buyer's prior written
345. consent.

346. **MUTUAL INDEMNIFICATION:** Seller and Buyer agree to indemnify each other against, and hold each other harmless
347. from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership,
348. operation, or maintenance of the Property for their respective periods of ownership. Such rights to indemnification will
349. not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash
350. payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys'
351. fees); or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If, and
352. to the extent that, the indemnified party has insurance coverage, or the right to make claim against any third party for
353. any amount to be indemnified against, as set forth above, the indemnified party will, upon full performance by the
354. indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are
355. not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and
356. assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payable
357. made by such party.

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359. Property located at 6701, 6745 Highway 10 NW Ramsey 55303.

360. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement
361. and all addenda must be fully executed by both parties and a copy must be delivered.

362. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
363. this transaction constitute valid, binding signatures.

364. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall
365. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and
366. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
367. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and
368. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase
369. Agreement.

370. **SURVIVAL:** All warranties and representations in this Purchase Agreement shall survive the delivery of the deed or
371. contract for deed and be enforceable after the closing.

372. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one
373. (1) of this Purchase Agreement.

374. **OTHER:**

375. THIS OFFER IS CONTINGENT ON THE BUYER AND TENANT (Mille Lacs Motor
376. Sports II, INC, DBA, The Power Lodge, signing new lease terms satisfactory to Buyer within 15 days of the Final Execution Date.

377. Buyer and Seller responsible for their own closing costs. Seller agrees
378. to pay LPT Realty LLC (Brian Passeri)a compensation of 3.5% of the sales price at closing.

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COMMERCIAL PURCHASE AGREEMENT

395. Property located at 6701, 6745 Highway 10 NW Ramsey 55303

396. **ADDENDA: Attached addenda are a part of this Purchase Agreement.**

397. ☐ **If checked, this Purchase Agreement is subject to**
398. **attached *Addendum to Commercial Purchase***
399. ***Agreement: Counteroffer.***

400. **FIRPTA:** Seller represents and warrants, under penalty
401. of perjury, that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a
------(Check one.)-----
402. non-resident alien individual, foreign corporation, foreign
403. partnership, foreign trust, or foreign estate for purposes
404. of income taxation. (*See lines 314-330.*)) This representation
405. and warranty shall survive the closing of the transaction
406. and the delivery of the deed.

	SELLER	BUYER
407.		
408.	CITY OF RAMSEY (Business Entity or Individual Name)	MW Properties LLC or Assignee (Business Entity or Individual Name)
409.	By: _____ (Seller's Signature)	By: Mitchell Webb (Buyer's Signature)
410.	RYAN Heineman (Seller's Printed Name)	Mitchell Webb (Buyer's Printed Name)
411.	Its: MAYOR (Title)	Its: Owner/Partner (Title)
412.	12/9/2025 (Date)	12/03/2025 (Date)
413.	**SELLER**	**BUYER**
414.	CITY OF RAMSEY (Business Entity or Individual Name)	_____ (Business Entity or Individual Name)
415.	By: _____ (Seller's Signature)	By: _____ (Buyer's Signature)
416.	Brian Hagen (Seller's Printed Name)	_____ (Buyer's Printed Name)
417.	Its: CITY ADMINISTRATOR (Title)	Its: _____ (Title)
418.	12/9/2025 (Date)	_____ (Date)

419. **FINAL ACCEPTANCE DATE:** 12-18-2025 The Final Acceptance Date
420. is the date on which the fully executed Purchase Agreement is delivered.

421. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
422. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

423. **THIS MINNESOTA ASSOCIATION OF REALTORS® COMMERCIAL PURCHASE AGREEMENT IS NOT**
424. **DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES SELLER AND BUYER**
425. **MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS PURCHASE AGREEMENT**
426. **TO ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.**
427. **BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE**
428. **THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY'S RIGHTS.**

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WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.
THESE SOPHISTICATED CRIMINALS COULD:

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

Buyers/Tenants and Sellers/Owners are advised to:

(1) Never wire funds without confirming the wiring instructions directly with the intended recipient.

(2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.

(3) Never send personal information through unsecured/unencrypted e-mail.

If you suspect wire fraud in your transaction:

(1) Immediately notify your bank, closing agent, and real estate licensee.

(2) File a complaint online at the Internet Crime Complaint Center (IC3) at http://www.ic3.gov.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

AuthentiSIGN
Mitchell Webb 12/03/25
(Signature) (Date)

12-09-25
(Signature) (Date)

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ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

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1. Date December 3rd, 2025

3. Addendum to Purchase Agreement between parties, dated December 3rd 2025
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 6745 & 6701 Highway 10 NW.

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement the language
7. in this Addendum shall govern.

8. This Purchase Agreement is contingent upon Buyer's reasonable approval of due diligence matters as agreed to in
9. this Addendum.

10. Title and examination and title corrections and remedies are excluded from this Addendum and shall be handled in
11. accordance with terms specified in the Examination of Title and Title Corrections and Remedies section of this
12. Purchase Agreement.

13. Buyer shall satisfy themself with respect to the physical condition of the Property and the feasibility
14. and suitability of the Property for Buyer's intended purpose within the respective time period(s) specified herein. Buyer
15. acknowledges that any information provided by Seller, a third party, or broker representing or assisting Seller regarding
16. dimensions, square footage, or acreage of land or improvements is approximate. Buyer shall verify the accuracy of
17. information to Buyer's satisfaction, at Buyer's sole cost and expense.

18. Buyer may declare this Purchase Agreement canceled by providing written notice to Seller, or licensee representing
19. or assisting Seller, within the respective time period(s) specified herein, in which case this Purchase Agreement is
20. canceled. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing
21. all earnest money paid hereunder to be refunded to Buyer, unless provided otherwise in this Purchase Agreement.

22. Buyer's failure to give written notice of cancellation of this Purchase Agreement, within the respective time period(s
23. specified herein shall conclusively be deemed Buyer's election to proceed with the transaction without correction of
24. any disapproved items that Seller has not agreed in writing to correct or remedy.

25. **Buyer's Responsibility Regarding Due Diligence:** Buyer shall keep the Property free and clear of all liens, shall
26. indemnify, defend, and hold Seller harmless from all liability, claims, demands, damages, costs or expenses, incurred
27. by Seller by reason of any physical damage to the Property or injury to persons caused by Buyer or its agents or
28. contractors in exercising its rights under this Addendum, and shall return the Property to the same condition it was
29. in prior to Buyer's testing. Buyer shall not disturb any tenants, employees or occupants of the Property.

30. **Seller's Responsibility Regarding Due Diligence:** Seller agrees to allow reasonable access to the Property for
31. performance of any surveys, due diligence or inspections agreed to herein. Seller understands that the inspections
32. may require that all utilities be on and the Seller is responsible for providing same at Seller's expense. If the Property
33. is occupied by someone other than Owner, Owner shall comply with Minnesota law and existing Owner's lease, if
34. any, to provide tenant with proper notice in advance of any Property showing.

35. **A. ENVIRONMENTAL ASSESSMENTS/INSPECTIONS:**

36. (i) **Phase I:** This Purchase Agreement ☒ **IS** ☐ **IS NOT** contingent upon ☐ **BUYER** ☐ **SELLER**
(Check one.) (Check one.)
37. obtaining a Phase I environmental site assessment of the Property at ☒ **BUYER'S** ☐ **SELLER'S** expense
(Check one.)
38. within 21 days of Final Acceptance Date of this Purchase Agreement.
39. Buyer shall provide reasonable approval of the Phase I environmental site assessment within
40. 3 days of either:
41. (a) Final Acceptance Date of this Purchase Agreement if the Phase I environmental site assessment is
42. obligated to be obtained by Buyer; or
43. (b) receipt of the Phase I environmental site assessment if Seller is obligated to obtain.

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ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

Property located at 6745 & 6701 Highway 10 NW .

(ii) **Phase II:** This Purchase Agreement ☐ **IS** ☐ **IS NOT** contingent upon ☐ **BUYER** ☐ **SELLER** (Check one.) (Check one.)
obtaining a Phase II environmental site assessment of the Property at ☐ **BUYER** ☐ **SELLER** (Check one.)
expense within _____ days of Final Acceptance Date of this Purchase Agreement.
Buyer shall provide reasonable approval of the Phase II environmental site assessment within
_____ days of either:
(a) Final Acceptance Date of this Purchase Agreement if the Phase II environmental site assessment is obligated to be obtained by Buyer; or
(b) receipt of the Phase II environmental site assessment if Seller is obligated to obtain.

(iii) **Other Testing:** This Purchase Agreement ☐ **IS** ☐ **IS NOT** contingent upon ☐ **BUYER** ☐ **SELLER** (Check one.) (Checkone.)
obtaining other Intrusive Testing of the Property at ☐ **BUYER'S** ☐ **SELLER'S** expense within (Check one.)
_____ days of Final Acceptance Date of this Purchase Agreement.
Buyer shall provide reasonable approval of the assessment/inspection within
_____ days of either:
(a) Final Acceptance Date of this Purchase Agreement if the assessment/inspection is obligated to be obtained by Buyer; or
(b) receipt of the assessment/inspection if Seller is obligated to obtain.

For purposes of this form, "Intrusive Testing" shall mean any testing, inspection(s) or investigation(s) that changes the Property from its original condition or otherwise damages the Property.

Buyer ☐ **SHALL** ☒ **SHALL NOT** be required to provide Seller with a copy of any assessment/inspection (Check one.)
reports obtained by Buyer.

(iv) **Seller's Representations on Environmental Concerns:** To the best of Seller's knowledge, there are no hazardous substances or underground storage tanks except herein noted:

Buyer has not been made aware of any Environmental Concerns or Storage Tanks.

B. GOVERNMENTAL APPROVAL: The following items, if applicable, shall be completed within
_____ days of Final Acceptance Date of this Purchase Agreement.

(i) This Purchase Agreement ☐ **IS** ☒ **IS NOT** contingent upon Buyer obtaining approval of governing body of (Check one.)
development or subdivision plans, as described below, at ☐ **BUYER** ☐ **SELLER** expense. If **IS**, Seller shall (Check one.)
cooperate with Buyer to obtain such approval.

_____

(ii) This Purchase Agreement ☐ **IS** ☒ **IS NOT** contingent upon Buyer obtaining approval of governing body for (Check one.)
rezoning or use permits, as described below, at ☐ **BUYER** ☐ **SELLER** expense. If **IS**, Seller shall (Check one.)
cooperate with Buyer to obtain such approval.

_____

_____

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ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

83. Property located at 6745 & 6701 Highway 10 NW .

84. **C. OTHER CONTINGENCIES:** This Purchase Agreement is contingent upon Buyer's reasonable approval of the
85. following items, if checked. Buyer shall approve the items within 3 days of either:
86. (a) Final Acceptance Date of this Purchase Agreement if Buyer is obligated to obtain the item; or
87. (b) receipt of the item if Seller is obligated to obtain the item.
88. *(Select appropriate options i-vi.)*

89. ☐ (i) ☐ **BUYER** ☐ **SELLER** obtaining a certificate of survey of the Property, at ☐ **BUYER** ☐ **SELLER**
(Check one.) *(Check one.)*
90. expense.

91. ☐ (ii) ☐ **BUYER** ☐ **SELLER** obtaining soil tests which indicate that the Property may be improved without
(Check one.)
92. extraordinary building methods or costs, at ☐ **BUYER** ☐ **SELLER** expense.
(Check one.)

93. ☒ (iii) ☐ **BUYER** ☒ **SELLER** obtaining copies of all covenants, reservations and restrictions affecting the Property,
(Check one.)
94. at ☐ **BUYER** ☒ **SELLER** expense.
(Check one.)

95. ☐ (iv) ☐ **BUYER** ☐ **SELLER** obtaining and approving copies of Association documents at ☐ **BUYER** ☐ **SELLER**
(Check one.) *(Check one.)*
96. expense.

97. ☒ (v) Buyer obtaining from Seller copies of all documents in Seller's possession or control relating to the rights
98. of tenants, including but not limited to, rent rolls, leases, common area maintenance fees, and estoppel
99. certificates.

100. Seller assigns all right, title, and interest in and to the tenant security deposits and the interest earned, if
101. any, and credited thereon (collectively, the Security Deposits) for the Property at closing. Seller warrants
102. that the Security Deposits being assigned are all of the Security Deposits being held for tenants at the
103. Property. Seller shall, immediately after closing, notify tenant of the Security Deposit transfer and of Buyer's
104. name and address as required under MN Statute 504B.178, Subd. 5. Buyer agrees to hold and apply all
105. of the Security Deposits in accordance with the terms of the leases of the Property pursuant to MN Statute
106. 504B.178 and indemnify and agree to hold and defend Seller, its legal representatives, successors and
107. assigns harmless from and against any and all claims, actions, suits, proceedings, demands, assessments,
108. judgments, liabilities and costs including, without limitation, reasonable attorney's fees and expenses of
109. any kind whatsoever, arising from and after the date of closing asserted by said tenants or any person
110. or persons claiming under any of them with respect to any of the Security Deposits.

111. ☒ (vi) Buyer obtaining from Seller copies of all permits applicable to the Property, operating statements for the
112. last 2 years, vendor contracts, and any other documents in Seller's possession or
113. control and relating to the Property.

114. Buyer acknowledges that Seller makes no representations or warranties by providing any documents to
115. Buyer. Buyer agrees to return all such documents to Seller upon Seller's written request.

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ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

117. Property located at 6745 & 6701 Highway 10 NW.

118. **D. BUYER INVESTIGATIONS:** This Purchase Agreement [X] **IS** [ ] **IS NOT** contingent upon Buyer's investigations
-------(Check one.)------
119. of the Property for Buyer to satisfy themself with respect to the physical condition of the Property and
120. the feasibility and suitability of the Property for Buyer's intended purpose. Any Buyer investigations shall be
121. completed within 15 days of Final Acceptance Date of this Purchase
122. Agreement. All Buyer investigations shall be at Buyer's sole cost and expense.

123. **SELLER**	**BUYER**
124. CITY OF RAMSEY (Business Entity or Individual Name)	MW Properties LLC or Assignee (Business Entity or Individual Name)
125. By: _____ (Seller)	By: Mitchell Webb (Buyer)
126. Its: MAYOR (Title)	Its: Owner (Title)
127. 12/9/2025 (Date)	12/03/2025 (Date)
128. **SELLER**	**BUYER**
129. CITY of RAMSEY (Business Entity or Individual Name)	_____ (Business Entity or Individual Name)
130. By: _____ (Seller)	By: _____ (Buyer)
131. Its: CITY ADMINISTRATOR (Title)	Its: _____ (Title)
132. 12/9/2025 (Date)	_____ (Date)

133. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
134. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

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

RESOLUTION #25-293

RESOLUTION APPROVING PURCHASE AGREEMENT FOR SALE OF 6701 AND 6745 HWY 10 NW TO MW PROPERTIES LLC

WHEREAS, the City of Ramsey, herein referred to as the "City," acquired various parcels acquired utilizing the Right of Way Acquisition Loan Fund (RALF) for the purposes relating to construction of future Hwy 10 improvements the City of Ramsey; and

WHEREAS, the City acquired 6701 Hwy 10 NW legally described as Lot 3, Block 1, Deal Industrial Park on September 29, 2005 and 6745 Hwy 10 NW legally described as Lot 2, Block 1, Deal Industrial Park on August 10, 2006 (the "Properties") on attached Exhibit A utilizing RALF Funds for the Hwy 10 project; and

WHEREAS, the City has leased the Properties to various business entities including Mille Lacs Motor Sports II, Inc. (Power Lodge), has a lease with the City that terminates January 31, 2025and is in good standing with the City; and

WHEREAS, MW Properties LLC has been working with Mille Lacs Motor Sport II, Inc. to extend the lease and its extension is a contingency if the Purchase Agreement; and

WHEREAS, the City has negotiated a Purchase Agreement and Addendum with MW Properties LLC to acquire the Properties and the Met Council has preliminarily approved the terms and conditions of the Purchase Agreement; and

WHEREAS, the purchase price of the Properties is Two Million and 00/100 Dollars ($2,000,000.00) which also has been preliminarily approved by the Met Council and the sale proceeds will be remitted to the Met Council to satisfy the requirements of RALF Loans L05-05 and L06-09; and

WHEREAS, an Early Termination Amendment to Lease Agreement with rm Golf Carts, Inc. to terminate the lease if the Closing occurs before May 31, 2025 has been reviewed and approved by the City Attorney as to form; and

WHEREAS, the City herby declares the Property to be surplus City-owned land and is no longer needed for current or future City functions, and authorizes the property to be sold as evidenced in adopted Ordinance 24-11; and

WHEREAS, MW Properties LLC. is Active and in Good Standing with the Office of the Secretary of State as of December 3, 2025.

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

1) That the City hereby declares the Property to be surplus City-owned land, and authorizes the property to be sold.

2) That the City hereby authorizes the sale of the Property to MW Properties LLC for Two Million and 00/100 Dollars ($2,000,000.00) contingent on final approval by the Met Council and the contingencies outlines in the Purchase Agreement and Addendum.

3) That the City authorizes execution of the Purchase Agreement and Addendum with MW Properties LLC. to sell the Property.

4) The City authorizes the proceeds from the sale of the Property to be used to pay off RALF Loan L05-05 and L06-09 and to be remitted to the Met Council.

5) That the City authorizes execution of an Early Termination Amendment to Lease Agreement Between City of Ramsey (Landlord) and Mille Lacs Motor Sports, Inc. (Tenant) if the real estate transaction is completed prior to existing Lease termination date on January 31, 2026

6) That the City hereby authorizes the City Administrator and Mayor to sign any and all documents necessary to transfer the Property to MW Properties LLC., consistent with Charter and State law requirements.

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

Mayor Heineman
Councilmember Peters
Councilmember Stewart
Councilmember Buscher
Councilmember Olson
Councilmember Riley
Councilmember Specht

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

None

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 9th day of December, 2025.

Mayor

ATTEST:

City Clerk

EXHIBIT A
PROPERTY

Lot 3, Block 1, Deal Industrial Park

Tax Identification Number 34-32-25-12-0009

And;

Lot 2, Block 1, Deal Industrial Park

Tax Identification Number 34-32-25-12-0008

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Lease") made as of this 28TH day of May, 2025, is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation, 7550 Sunwood Drive, Ramsey, Minnesota 55303 ("Landlord") and **Mille Lacs Motor Sports II, Inc.**, a Minnesota corporation ("Tenant"). The Landlord and the Tenant are hereinafter collectively referred to as "the parties" and individually as a "party."

IN CONSIDERATION OF the mutual agreements expressed herein, the parties agree as follows:

1. **Purpose.** Landlord is the fee owner of the Premises described in Paragraph 2 of this Agreement. Tenant desires to rent the Premises from Landlord for Tenant's use as a place of worship and related uses. Landlord is willing to lease the Premises to Tenant pursuant to the terms and conditions of this Lease.

2. **Premises.** The "Premises" consists of the rear 18,200 square feet located in the building located at 6701 Highway 10 Northwest, in Ramsey, Minnesota and which building ("Building") is located on the following legally described property:

Lot 3, Block 1, DEAL INDUSTRIAL PARK, Anoka County, Minnesota.

The Premises also include the nonexclusive use of the paved parking areas adjacent to the Building for access. The Tenant's employees and invitees shall not be permitted to the use of those parking areas which interfere with the reasonable use of other tenants located within the Building.

The Premises is depicted on the attached Exhibit A hereto, and is labeled "Lease Area 18,200 SF". Exhibit A is incorporated herein as if fully set forth in this Lease.

3. **Term.** The term of this Lease is:

Lease Period – June 1, 2025 – January 31, 2026

The Lease begins on June 1, 2025 (the "Commencement Date") and ending at midnight on January 31, 2026.

If Tenant desires to end this Lease, Tenant may do so by providing Landlord with 90 days prior written notice. Notwithstanding the Lease Term, Landlord may terminate this Lease at any time at Landlord's sole option upon 90 days prior written notice to Tenant.

4. **Use.** The Premises shall be used by Tenant for the storage of ATV's, boats, snowmobiles, Golf cars, personal water craft and side by side ATV's. Tenant will not make or suffer any unlawful or offensive use of the Premises or any use or occupancy thereof contrary to any federal law, state law or ordinance of the City of Ramsey now or subsequently hereto made. Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Premises; and if any increase in the in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to activity or equipment of Tenant in or about the Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefore and further, shall discontinue or cause the discontinuance of such conduct or shall remove such equipment upon Landlord's demand made at any time thereafter.

5. **Rent.** Tenant covenants and agrees to pay to Landlord at the Landlord's office without demand, monthly rent in the following amounts:

Lease Period: (6/1/2025 through 1/31/2026): $6,639.20

All Rent shall be payable on the first day of each month during the Lease Term. If Landlord does not receive the Rent by the fifth day of the month, Tenant must pay a late fee equal to five percent of the overdue rent payment as an additional rent. Rent is "paid" when Landlord receives it, not when mailed or sent by Tenant.

Tenant contemporaneously with the execution of this Lease shall deposit with Landlord the sum of Six Thousand Six Hundred Thirty-nine and 10/100 Dollars ($6,639.20) as first month's gross rent, receipt which is hereby acknowledged by the Landlord.

6. **Additional Rent.** In addition to the Rent set forth in Paragraph 5 of this Lease, Tenant covenants and agrees to pay as additional rent all monies required to be paid by Tenant as set forth in the balance of this Lease. Specifically, but not by way of limitation, the reasonable value of any action taken or materials used by Landlord to correct or mitigate any violations of this Lease by the Tenant shall be deemed additional rent and charged to Tenant payable with the Rent as set forth in Paragraph 5.

7. **Utilities and Trash Removal.** Tenant is solely responsible for paying for all utilities servicing the Premises, including but not limited to, water, natural gas and electricity. A submeter for electricity for the Premises will be used to calculate the monthly payment for this utility. Tenant is also responsible for paying for the removal of all trash and recycling materials generated as a result of Tenant's use of the Premises.

Landlord is not responsible for any interruption in such services beyond the reasonable control of Landlord.

8. **Real Estate Taxes and Special Assessments.** Landlord is responsible for the payment of all real estate taxes and special assessments pertaining to the Premises during the Lease Term.

9. **Repair and Maintenance.** Tenant shall keep in good order and repair all glass, including plate glass, and the interior of the Premises, and heating, sprinkler, water and electric fixtures in and upon the Premises, ordinary wear and tear excepted. Tenant shall protect such systems against freezing and damage due to neglect of Tenant, and Tenant shall keep the abutting sidewalks and parking areas free of ice and snow. Tenant shall pay all costs and expenses necessary to maintain the plumbing, heating, air conditioning and electrical systems in and upon the Premises in good order and repair. Landlord shall have the plumbing, heating, air conditioning, and electrical systems in working order on the Commencement Date. Tenant shall be responsible to keep sidewalks adjacent to the Premises neat and clean and in sanitary condition, free from ice and snow, waste or debris and shall neither commit or permit and waste or nuisance thereon. Tenant shall arrange for all necessary maintenance of the Premises, including but not limited to snow removal, except that Landlord shall be responsible for all lawn (grass) maintenance on the grassy areas around the Building. Tenant shall also be responsible for any flower, shrubbery plantings, and or tree pruning it may choose on the front and east side of the Building. Except for lawn (grass) maintenance above referenced, Tenant shall pay 100% of all costs and expenses for such maintenance of any plantings it chooses and/or tree pruning. Tenant shall be solely and exclusively responsible for any and all costs and expenses of any nature or kind whatsoever attributable to the Premises except as herein otherwise provided. Tenant agrees to and shall maintain and keep the interior and exterior areas of the Premises in the same high degree of maintenance and upkeep as when the Tenant takes possession. Provided, however, that Landlord shall be responsible for repair of the foundation, the exterior walls excluding glass and doors, the roof and any defect that is pre-existing as of the date hereof.

10. **Tenant's Improvements, Alterations and Remodeling.** Tenant shall be permitted to perform improvements, alterations or remodeling on or to the Premises consistent with its intended use thereof; provided however, that such improvements shall be done at the sole expense of Tenant and provided that any single improvement reasonably expected to exceed $2,500.00 in cost may be done only with Landlord's prior written consent. Notwithstanding the above, Tenant shall not make any alterations to the structure, plumbing, electrical, or HVAC systems of the Building without the prior written consent of Landlord.

11. **Signage.** Tenant is permitted signage above the Premises. Costs for signage to be at that expense of the Tenant and must be compliant with sign code and obtain required City approvals.

12. **Assignment or Subletting.** Tenant may not assign, transfer, mortgage or encumber this Lease, and may not sublet, rent or permit occupancy or use of the Premises, or any part thereof, by any third party; no assignment or transfer of this Lease shall be effectuated voluntarily, by operation of law, or otherwise. Any of the foregoing will hereinafter be referred to as an "Assignment" for purposes of this Lease.

13. **Destruction of Premises.** If the Premises are totally destroyed (or so substantially damaged as to be wholly untenable) by storm, fire, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and Rent shall be accounted for between Landlord and Tenant as of that date. If the Premises are damaged but not rendered wholly untenable and the damage can be fully repaired within 90 days from the date of the damage, Rent shall abate in proportion as the Premises have been damaged, and Landlord shall restore within said 90-day time limit, whereupon payment of full Rent shall re-commence. In the event Landlord fails or refuses to fully repair the Premises within said 90 days, Tenant may terminate this Lease.

14. **Removal of Fixtures.** Unless otherwise approved by Landlord, Tenant must, prior to the termination of this Lease, remove all fixtures and equipment which Tenant has placed in the Premises. Tenant must repair all damage caused by removal of fixtures or equipment.

15. **Entry by Landlord.** Landlord or its agents or representatives may enter the Premises at all reasonable hours to inspect the same, clean, make repairs, alterations and additions thereto or exhibit the Premises to prospective tenants, purchasers or others, or for other reasonable purposes as Landlord may deem necessary or desirable, and Tenant shall not be entitled to any abatement or reduction of Rent, or any other sums due. Tenant waives any claim for damages or for any injury or inconvenience or for interference with Tenant's business, and any other loss occasioned thereby.

16. **Default.** If Tenant defaults for 10 days after written notice from Landlord in paying any Rent, including additional rent, or if Tenant shall be declared bankrupt or insolvent according to law or if Tenant shall make an assignment for the benefit of its creditors or if Tenant shall violate or default in any other covenants, agreements, stipulations or conditions herein and such violation or default shall continue for ten 10 days after written notice from Landlord of such violation or default, then and in such case Landlord lawfully may immediately, or at any time thereafter, and without notice or demand, enter into and upon the Premises, or any part thereof, in the name of the whole,

and repossess the same and expel Tenant and those claiming under it and remove their effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass, and prejudice, and Landlord shall have all remedies and recourse which might otherwise be used by Landlord for arrears of Rent or any breach of covenants contained in this Lease.

17. **Quiet Enjoyment.** Landlord covenants and agrees to allow Tenant to peacefully have, hold and enjoy the Premises during the Lease Term, provided that Tenant pays the Rent set forth herein and performs all of Tenant's other agreements and obligations set forth herein.

18. **Nuisance.** Tenant shall conduct its business and control its agents, employees, invitees and visitors in such a manner as not to create waste, odors, nuisance, or interfere with, annoy or disturb any other tenant of Landlord in its operation of the Building or the Premises.

19. **Hold Harmless and Liability Insurance.** Except in the case of the negligence of Landlord, its agents or its employees, Tenant agrees to indemnify, save, hold harmless and defend Landlord against all claims, losses or liabilities for injury or death to any person or for damage to or loss of use of any property arising or resulting from the occupancy or use by Tenant of the Premises. Landlord shall not be liable to Tenant, its agents, employees, representatives, customers or invitees for any personal injury, death or damage to property caused by theft, burglary, water, gas, electricity, fire or for any other cause occurring on or about the Premises. All property kept, stored or maintained in the Premises shall be so kept, stored or maintained at the sole risk of the Tenant. Tenant further agrees to indemnify, defend and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. Further, in no event shall Landlord be liable for damages caused by Tenant or Tenant's employees or agents. The provisions of this Paragraph shall survive the expiration or termination of this Lease with respect to any damage, injury, death, breach or default occurring prior to such expiration or termination.

During the Lease Term and any extension thereof, Tenant shall at all times have in full force and effect a policy of general public liability insurance in the amount of the greater of $2,000,000.00 or the maximum liability for tort liability pursuant to Minnesota Statutes Section 466.04 and any amendments thereto, which insurance shall insure Landlord and Tenant against liability for acts of Landlord and Tenant.

20. **Hazard Insurance.** It shall be the responsibility of Landlord to keep the Premises and its interest therein covered by hazard insurance against loss or damage by

fire and other perils. Landlord shall provide to Tenant copies of such insurance policies upon reasonable request of Tenant.

21. **Time of the Essence.** Time is of the essence with regard to this Lease and the terms therein.

22. **Relationship of Parties.** This Lease shall create the relationship of Landlord and Tenant between the parties and none other.

23. **Holding Over.** If Tenant remains in possession of the Premises, or any part thereof, after the expiration or termination of the Lease Term with the express written consent of Landlord, Tenant shall be deemed to be occupying the Premises as a Tenant at will, subject to all the conditions, provisions and obligation of this Lease insofar as the same can be applicable to a tenant at will; provided, however, that the Rent required to be paid by Tenant during any holdover period shall be a minimum of 1.5 times the monthly Rent which Tenant was obligated to pay for the month immediately preceding the end of the Lease Term, for each month or any part thereof, of any such holdover period. In the event of holding over by Tenant after expiration or termination of this Lease without the written consent of Landlord, Tenant shall be in breach of this Lease and Landlord shall be entitled to all of its rights and remedies under this Lease, in law, or in equity. No holding over by Tenant after the Lease Term shall operate to extend the Lease Term or renew this Lease. In the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Premises covered hereby effective upon the expiration or termination of the Lease.

24. **Surrender of Premises.** At the termination of this Lease, Tenant shall surrender the Premises and all keys thereof to Landlord.

25. **Eminent Domain.** If the entire Premises are taken by any public authority under the power or threat of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority, and the Landlord shall make a pro rata refund of any Rent that has been paid in advance by Tenant for a period beyond the date of the taking. In the event that less than the entire Premises is so taken and provided the Premises are not rendered untenable thereby, then this Lease shall terminate only at the option of the Landlord. In the event that only a part of the Premises is so taken and that this Lease does not so terminate, there shall be a pro rata reduction in Rent to the extent that such taking interferes in any way with Tenant's use of the Premises, and all other terms and provisions of this Lease shall remain in full force and effect. All damages awarded for such taking shall belong to and be the property of the Landlord, irrespective of the basis on which they were awarded.

26. **Subordination.** Tenant agrees that, at the Landlord's election, this Lease shall be subordinate to any land Lease or mortgage now on or to be placed in the future on the Premises or Building and to any and all advances to be made thereunder and to the interest thereon and to all renewals, replacements and extensions thereof, provided that such subordination shall not materially affect either party's obligations under this Lease. Tenant hereby appoints Landlord as its attorney-in-fact to execute such documents as may be required to accomplish such subordination.

27. **No Waiver.** No reference to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled ether at law or in equity. Landlord's failure to insist upon a strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right or option; but the same shall remain in full force and effect.

28. **Captions.** The captions and headings herein are for convenience and reference only.

29. **Brokers.** Each of the parties represents and warrants to the other that there are no claims for brokerage commission or finder's fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any such claim including, without limitation, reasonable attorney's fees in connection therewith.

30. **No Partnership.** This Lease does not create a joint venture or partnership relation between the parties hereto.

31. **Notices.** All communications, demands, notices or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Lease at the addresses set forth below for each party, or if to a person not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner.

Landlord: City Administrator
City of Ramsey
7550 Sunwood Drive NW
Ramsey, Minnesota 55303

Landlord's Agent	Premier Commercial Realty 299 Coon Rapids Blvd. NW Coon Rapids, MN 55433
Tenant:	Mille Lacs Motor Sports II, Inc. 6781 Highway 10 NW Ramsey, MN 55303

Either party may, by written notice to the other party, designate a different address to which notices must be sent. Such written notice designating a different address must state the party's newly designated address, and must be provided by following the above notice requirements. Commencing on the 10th day after a party gives notice designating a new address to which notices must be sent, the newly designated address shall be the party's address for the purpose of all communication, demands, notices or objections permitted or required to be given or served under this Lease.

32. **Force Majeure.** The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, except for the payment of monies, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse or structures, riot, war, labor and/or legal disputes, delays or restrictions by government bodies, inability to obtain or use necessary materials or any cause beyond the reasonable control of such party, provided however that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay.

33. **Minnesota Law.** This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota. The parties agree that the Minnesota state courts will have exclusive jurisdiction over any dispute arising out of this Lease.

34. **Entire Agreement.** This Lease constitutes the entire agreement between the parties relating to the subject matter described herein. The terms of this Lease are contractual and are intended to be legally binding. This Lease supersedes any and all prior agreements between the parties relating to the subject matter described herein. No party has relied upon any statements, representations, or promises that are not set forth in this Lease. No changes to this Lease will be valid or enforceable unless they are in writing and signed by all of the parties.

35. **Equal Drafting.** In the event any party asserts a provision of this Lease is ambiguous, this Lease must be construed to have been drafted equally by the parties.

36. **Savings Clause.** Each provision of this Lease is separate and distinct and individually enforceable. In the event any provision hereof or the application of any such

provision under any circumstance is declared to be unlawful or invalid, the enforceability of all the other provisions shall not be affected.

37. **Counterparts.** This Lease may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute a single agreement.

38. **Security And Damage Deposit.** Tenant has deposited with Landlord the sum of Four Thousand Five Hundred Fifty and 00/100 Dollars ($4,550.00), receipt of which is hereby acknowledged by Landlord, which deposit is to be held by Landlord, as a security and damage deposit for the faithful performance by Tenant during the term hereof or any extension hereof. Prior to the time when Tenant shall be entitled to the return of this security deposit, Landlord may commingle such deposit with Landlord's own funds and to use such security deposit for such purpose as Landlord may determine. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term hereof or any extension hereof, then Landlord, either with or without terminating this Lease may (but shall not be required to) apply such portion of said deposit as may be necessary to compensate or repay Landlord for all losses or damages sustained or to be sustained by Landlord due to such breach on the part of Tenant, including, but not limited to overdue and unpaid rent, any other sum payable by Tenant to Landlord pursuant to the provisions of this Lease, damages or deficiencies in the reletting of the Leased Property, and reasonable attorney's fees incurred by Landlord. Should the entire deposit or any portion thereof, be appropriated and applied by Landlord, in accordance with the provisions of this paragraph, Tenant upon written demand by landlord, shall remit forthwith to Landlord a sufficient amount of cash to restore said security deposit to the original sum deposited, and tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Said security deposit shall be returned to Tenant, less any depletion thereof as the result of the provisions of this paragraph, at the termination of this Lease. Tenant shall have no right to anticipate return of said deposit by withholding any amount required to be paid pursuant to the provision of this Lease or otherwise.

39. **Leasing Fee.** None.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the date and year first above written.

Landlord's Address:

City Administrator
7550 Sunwood Drive
Ramsey, Minnesota 55303

CITY OF RAMSEY

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Administrator

Tenant's Address:
6781 Highway 10 NW
Ramsey, MN 55303

Mille Lacs Motor Sports II, Inc.
a Minnesota Corporation

By: _____
Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 28th day of May, 2025, by Ryan Heineman, the Mayor, and Brian Hagen, the City Administrator, of the City of Ramsey, a Minnesota Municipal Corporation, under the laws of the State of Minnesota on behalf of the Corporation.

_____
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

SEAN M SULLIVAN
Notary Public
Minnesota
My Commission Expires January 31, 2030

The foregoing instrument was acknowledged before me this 21 day of May, 2025, by Tom Dehn, the President of Mille Lacs Motor Sports II, Inc., a Minnesota Corporation, under the laws of the State of Minnesota on behalf of the Corporation.

_____
Notary Public

WENDY K SCHLUETER
Notary Public
Minnesota
My Commission Expires January 31, 2029

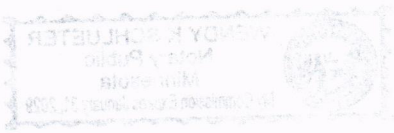


EXHIBIT A
6701 Hwy 10 NW – the "Premises"



CITY OF RAMSEY

STORAGE LEASE AGREEMENT

This Storage Lease Agreement is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation (Landlord) and **Mille Lacs Motor Sports II, Inc.**, a Minnesota corporation (Tenant).

Recitals

A. Landlord currently leases to Tenant real property located at 6781 Highway 10 in Ramsey, which contains Tenant's "Power Lodge" motorsports business.

B. Tenant provides winter boat storage services to its customers.

C. Landlord owns the two parcels to the southeast, namely 6745 and 6701 Highway 10. Pursuant to the existing Lease Agreement, Tenant leases Outdoor Storage Areas C and D behind and adjacent to the building located at 6745 Highway 10 as depicted on Exhibit B.

D. Tenant desires to store customer boats and/or inventory in the row of parking spaces at the rear of the 6701 Highway 10 property.

E. Landlord is willing to allow storage of customer boats and/or inventory in said parking area pursuant to the terms of this temporary lease agreement.

Agreement

1. Lease. Landlord leases to Tenant the area outlined in Exhibit A along the rear property line of the property located at 6701 Highway 10 (PID 34-32-25-12-0009) (the Leased Area).

2. Term. The term of this Lease is from:

   Lease Period: June 1, 2025, through January 31, 2026,

   If Tenant desires to end this Lease, Tenant may do so by providing Landlord with 90 days prior written notice. Notwithstanding the Lease Term, Landlord may terminate this Lease at any time at Landlord's sole option upon 90 days prior written notice to Tenant.

3. Use. The Leased Area may only be used for storage of Tenant's inventory and/or customer's boats. The Leased Area may not be used for employee parking or any other use without Landlord's written permission. No signage shall be installed by

Tenant in or on the Leased Area. Tenant shall conduct its business and control its agents, employees, invitees and visitors in such a manner as not to create waste, odors, nuisance, or interfere with, annoy or disturb any other tenant of Landlord or Landlord's employees and agents in its operation of the 6701 Highway 10 property. Tenant acknowledges that the Leased Area is not fenced except along the rear of the property or otherwise secured in any manner and Landlord makes no representations as to the security of the Leased Area.

4. Access. To the extent reasonably practicable, the Leased Area shall be accessed by Tenant through the gate on the east fence of Outdoor Storage Area D (See attached Exhibit B) located at the rear of 6745 Highway 10 and through the fence located at the northeast corner of the Building located at 6701 Hwy 10 NW (See attached Exhibit A). A 15-foot-wide through lane between the rear of the building at 6701 Highway 10 and the Leased Area must be maintained at all times for emergency vehicle access and for City access to the rear of the 6701 building.

5. Rent. Tenant covenants and agrees to pay to Landlord at the Landlord's office without demand, monthly rent in the following amounts:

   - Lease Period - June 1, 2025, through January 31, 2026 - $428.98 / month

   All Rent shall be payable on the first day of each month during the Lease Term. If Landlord does not receive the Rent by the fifth day of the month, Tenant must pay a late fee equal to five percent of the overdue rent payment as an additional rent. Rent is "paid" when Landlord receives it, not when mailed or sent by Tenant.

   First month's gross rent of $428.98 is due upon execution of the lease.

6. Maintenance and Improvements. Tenant is solely responsible for routine maintenance of the Leased Area during the term of the Lease, including trash removal. Tenant shall not damage the existing parking surface, normal wear and tear excepted. Any damage to the Leased Area by Tenant, its employees, agents, customers or guests shall be repaired by Tenant at its sole cost. In the event Tenant does not complete said repairs, Landlord may do so and invoice the cost of such repairs to Tenant plus 15% for overhead incurred by Landlord. The Leased Area is provided "as is" and Landlord is not obligated to make any improvements to the existing property as part of this Lease. Tenant shall not make any improvements to the Leased Area without Landlord's written permission.

7. Assignment or subletting. Tenant may not assign, transfer, mortgage or encumber this Lease, and may not sublet, rent or permit occupancy or use of the Leased Area, or any part thereof, by any third party.

8. Entry by Landlord. Landlord, its employees, agents or representatives may enter the Leased Area at all reasonable hours to inspect or make repairs. Tenant waives any claim for damages or for any injury or inconvenience or for interference with Tenant's business, and any other loss occasioned thereby.

9. Hold Harmless and Liability Insurance. Except in the case of the negligence of Landlord, its agents or its employees, Tenant agrees to indemnify, save, hold harmless and defend Landlord against all claims, losses or liabilities for injury or death to any person or for damage to or loss of use of any property arising or resulting from the occupancy or use by Tenant of the Leased Area. Landlord shall not be liable to Tenant, its agents, employees, representatives, customers or invitees for any personal injury, death or damage to property caused by theft, burglary, fire or for any other cause occurring on or about the Leased Area. All property kept, stored or maintained within the Leased Area shall be so kept, stored or maintained at the sole risk of the Tenant. Tenant further agrees to defend and indemnify Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. Further, in no event shall Landlord be liable for damages caused by Tenant or Tenant's employees or agents. The provisions of this Paragraph shall survive the expiration or termination of this Lease with respect to any damage, injury, death, breach or default occurring prior to such expiration or termination.

   During the Lease Term and any extension thereof, Tenant shall at all times have in full force and effect a policy of general public liability insurance in the amount of the greater of $2,000,000.00 or the maximum liability for tort liability pursuant to Minnesota Statutes Section 466.04 and any amendments thereto, which insurance shall insure Landlord and Tenant against liability for acts of Landlord and Tenant.

10. Hazardous Materials. Tenant shall not bring hazardous materials onto, or otherwise store hazardous materials on, the Leased Area other than the fuel that is properly contained and secured in fuel tanks in the boats and other equipment stored in the Leased Area. For purposes of this paragraph, Hazardous Material means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) the Comprehensive Environmental Response, Compensation and Liability Act, and so-called Superfund law, or any federal state or local statute, law, ordinance, code rule regulation, order or decree relating to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect. Tenant will indemnify and hold harmless Landlord from any losses, liabilities, damages, costs or expenses (including reasonable attorney's fees) which Landlord may suffer or incur as a result of

Tenant's introduction into or onto the Premises, of any Hazardous Material. This paragraph shall survive expiration or termination of this Lease.

11. Default. If Tenant shall be declared bankrupt or insolvent according to law or if Tenant shall make an assignment for the benefit of its creditors or if Tenant shall violate or default in any other covenants, agreements, stipulations or conditions herein and such violation or default shall continue for five days after written notice from Landlord of such violation or default, then and in such case Landlord lawfully may immediately, or at any time thereafter, and without notice or demand, enter into and upon the Leased Are, or any part thereof, in the name of the whole, and repossess the same and expel Tenant and those claiming under it and remove their effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass, and prejudice, and Landlord shall have all remedies and recourse which might otherwise be used by Landlord for any breach of covenants contained in this Lease.

12. Notices. All communications, demands, notices or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Lease at the addresses set forth below for each party, or if to a person not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner.

Landlord:	City Administrator City of Ramsey 7550 Sunwood Drive Ramsey, Minnesota 55303
Landlord's Agent	Premier Commercial Realty 299 Coon Rapids Blvd. NW Coon Rapids, MN 55433
Tenant:	Mille Lacs Motor Sports II, Inc. 6781 Highway 10 N.W. Ramsey, MN 55303

Either party may, by written notice to the other party, designate a different address to which notices must be sent. Such written notice designating a different address must state the party's newly designated address and must be provided by following the above notice requirements. Commencing on the 10th day after a party gives notice designating a new address to which notices must be sent, the

newly designated address shall be the party's address for the purpose of all communication, demands, notices or objections permitted or required to be given or served under this Lease.

13. Entire Agreement. This Lease constitutes the entire agreement between the parties relating to the subject matter described herein. The terms of this Lease are contractual and are intended to be legally binding. This Lease supersedes any and all prior agreements between the parties relating to the subject matter described herein. No party has relied upon any statements, representations, or promises that are not set forth in this Lease. No changes to this Lease will be valid or enforceable unless they are in writing and signed by both parties.

CITY OF RAMSEY

By: _____ Date: 05-27-2025
Ryan Heineman, Mayor

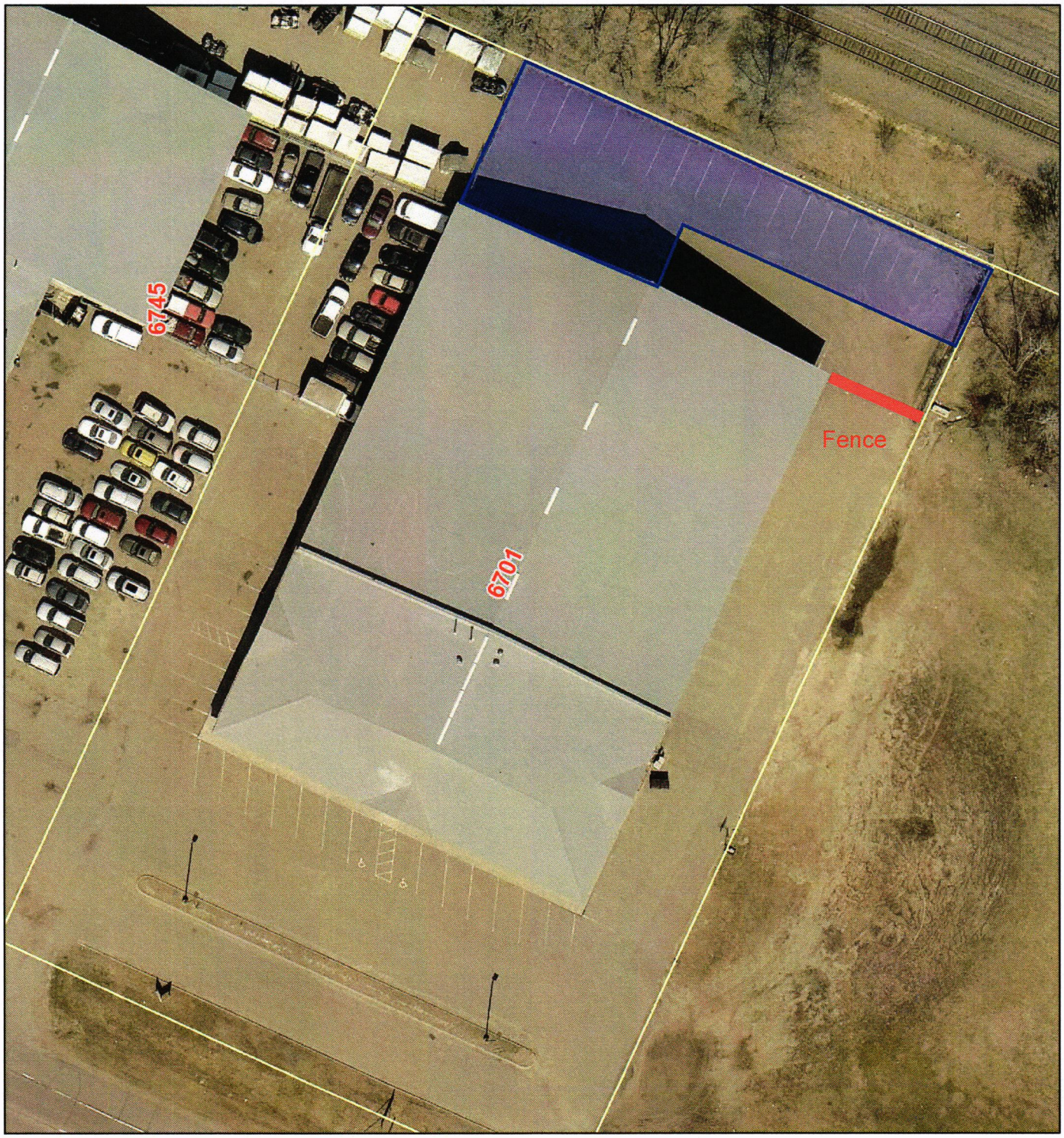
By: _____ Date: 05-22-25
Brian Hagen, City Administrator

MILLE LACS MOTOR SPORTS II, INC.

By: _____ Date: 5/21/25
Tom Dehn, President

Exhibit A

Lease Area - 6701 Hwy 10 NW



October 7, 2020

1:600

0 25 50 100 ft

0 5 10 20 m

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search,appraisal, survey, or for zoning verification.

Exhibit B

Lease Reference Map

A: 22,000 SF, Power Lodge, Outdoor

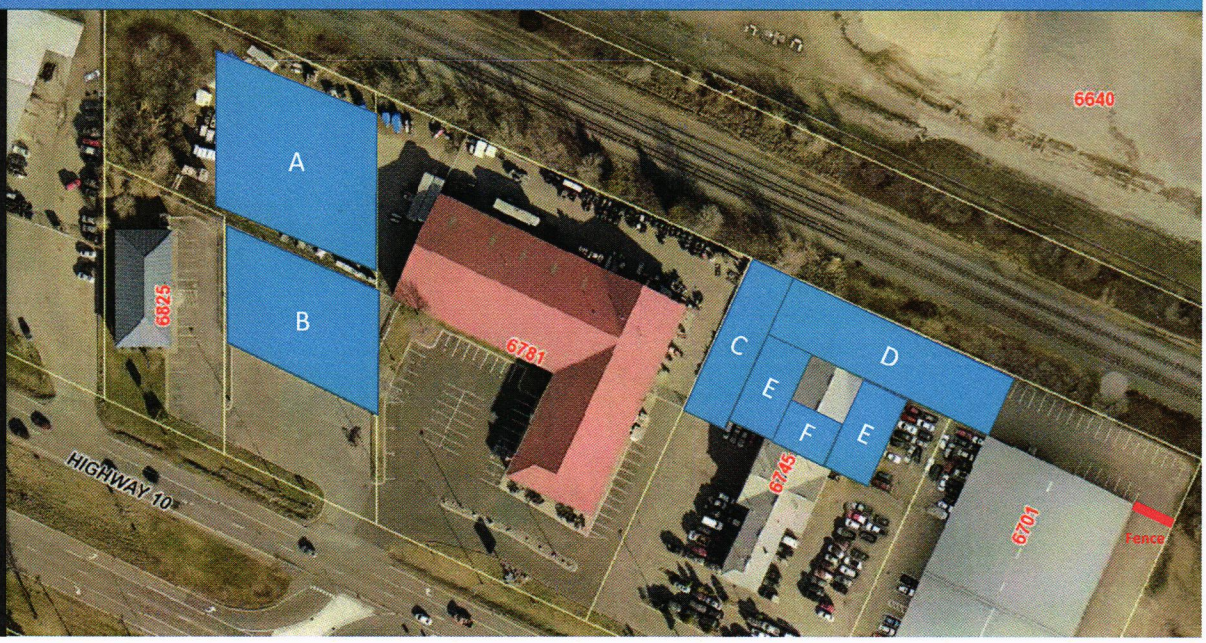
B: 15,000 SF, Power Lodge, Outdoor

C: 3,200 SF, Power Lodge, Outdoor

D: 12,000 SF, Power Lodge, Outdoor

E: 7,900 SF, Power Lodge, Indoor

F: 2,150 SF, RM Golf Carts, Indoor



LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Lease") made as of this 28TH day of May, 2025, is entered into by and between the **City of Ramsey**, a Minnesota Municipal Corporation, 7550 Sunwood Drive, Ramsey, Minnesota 55303 ("Landlord") **and Mille Lacs Motor Sports II,** a Minnesota Corporation, 6781 Highway 10 Ramsey, MN 55303 ("Tenant"). The Landlord and the Tenant are hereinafter collectively referred to as "the parties" and individually as a "party."

IN CONSIDERATION OF the mutual agreements expressed herein, the parties agree as follows:

1. **Purpose**. Landlord is the fee owner of the Premises described in Paragraph 2 of this Agreement. Tenant desires to rent the Premises from Landlord for Tenant's use as a place for servicing ATV's, boats and trailers. Landlord is willing to lease the Premises to Tenant pursuant to the terms and conditions of this Lease.

2. **Premises**. The "Premises" consists of the 4,864 square feet of office and warehouse area (excluding the pit area service bay) located in the building located at 6745 Highway 10 Northwest, in Ramsey, Minnesota and which building ("Building") is located on the following legally described property:

   Lot 2, Block 2, DEAL INDUSTRIAL PARK, Anoka County, Minnesota.

The Premises also include the nonexclusive use of the paved parking areas adjacent to the Building, excluding the fenced in area. The Tenant's employees and invitees shall not be permitted to the use of those parking areas which interfere with the reasonable use of other tenants located within the Building.

The Premises is depicted on the attached Exhibit A hereto. Exhibit A is incorporated herein as if fully set forth in this Lease.

3. **Term**. The term of this Lease is for a period of seven months, commencing on June 1, 2025 (the "Commencement Date") and ending at midnight on January 31, 2026, unless extended by written agreement of both parties or sooner terminated as provided herein ("Lease Term").

   If Tenant desires to end this Lease, Tenant may do so by providing Landlord with 90 days prior written notice. Notwithstanding the Lease Term, Landlord may terminate this Lease at any time at Landlord's sole option upon 90 days prior written notice to Tenant.

4. **Use**. The Premises shall be used by Tenant as a commercial use for servicing ATV's, boats and trailers. Tenant will not make or suffer any unlawful or offensive use of the Premises or any use or occupancy thereof contrary to any federal law, state law or ordinance of the City of Ramsey now or subsequently hereto made. Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Premises; and if any increase in the in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to activity or equipment of Tenant in or about the Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for

such increase and shall reimburse Landlord therefore and further, shall discontinue or cause the discontinuance of such conduct or shall remove such equipment upon Landlord's demand made at any time thereafter.

5. **Rent.** Tenant covenants and agrees to pay to Landlord at the Landlord's office without demand, monthly rent in the following amounts:

June 1, 2025 – January 31, 2026: $5,009.92

All Rent shall be payable on the first day of each month during the Lease Term. If Landlord does not receive the Rent by the fifth day of the month, Tenant must pay a late fee equal to five percent of the overdue rent payment as an additional rent. Rent is "paid" when Landlord receives it, not when mailed or sent by Tenant.

Tenant contemporaneously with the execution of this Lease shall deposit with Landlord the sum of Five Thousand Nine and 92/100 Dollars ($5,009.92) as first month's gross rent, receipt which is hereby acknowledged by the Landlord.

6. **Additional Rent**. In addition to the Rent set forth in Paragraph 5 of this Lease, Tenant covenants and agrees to pay as additional rent all monies required to be paid by Tenant as set forth in the balance of this Lease. Specifically, but not by way of limitation, the reasonable value of any action taken or materials used by Landlord to correct or mitigate any violations of this Lease by the Tenant shall be deemed additional rent and charged to Tenant payable with the Rent as set forth in Paragraph 5.

7. **Utilities and Trash Removal**. Tenant is solely responsible for paying for all utilities servicing the Premises, including but not limited to, water, natural gas and electricity. Tenant is also responsible for paying for the removal of all trash and recycling materials generated as a result of Tenant's use of the Premises. Landlord is not responsible for any interruption in such services beyond the reasonable control of Landlord.

8. **Real Estate Taxes and Special Assessments.** Tenant is responsible for the payment of all real estate taxes and special assessments pertaining to the Premises during the Lease Term.

9. **Repair and Maintenance.** Tenant shall keep in good order and repair or replace all glass, including plate glass, and the interior of the Premises, and heating, sprinkler, water and electric fixtures in and upon the Premises, ordinary wear and tear excepted. Tenant shall protect such systems against freezing and damage due to neglect of Tenant, and Tenant shall keep the abutting sidewalks and parking areas free of ice and snow. Tenant shall pay all costs and expenses necessary to maintain or replace the plumbing, heating, air conditioning and electrical systems in and upon the Premises in good order and repair. Tenant shall be responsible to keep sidewalks adjacent to the Premises neat and clean and in sanitary condition, free from ice and snow, waste or debris and shall neither commit or permit and waste or nuisance thereon. Tenant shall arrange for all necessary maintenance of the Premises, including but not limited to snow removal, all lawn (grass) maintenance on the grassy areas around the Building. Tenant shall also be responsible for any flower, shrubbery plantings, and or tree pruning it may choose on the front of the Building. Tenant shall pay

100% of all costs and expenses for such maintenance of any plantings it chooses and/or tree pruning. Tenant shall be solely and exclusively responsible for any and all costs and expenses of any nature or kind whatsoever attributable to the Premises except as herein otherwise provided. Tenant agrees to and shall maintain and keep the interior and exterior areas of the Premises in the same high degree of maintenance and upkeep as when the Tenant takes possession.

10. **Tenant's Improvements, Alterations and Remodeling.** Tenant shall be permitted to perform improvements, alterations or remodeling on or to the Premises consistent with its intended use thereof; provided however, that such improvements shall be done at the sole expense of Tenant.

11. **Signage**. Tenant will remove the pylon sign at Tenant's expense.

12. **Assignment or Subletting.** Tenant may not assign, transfer, mortgage or encumber this Lease, and may not sublet, rent or permit occupancy or use of the Premises, or any part thereof, by any third party; no assignment or transfer of this Lease shall be effectuated voluntarily, by operation of law, or otherwise. Any of the foregoing will hereinafter be referred to as an "Assignment" for purposes of this Lease.

13. **Destruction of Premises**. If the Premises are totally destroyed (or so substantially damaged as to be wholly untenable) by storm, fire, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and Rent shall be accounted for between Landlord and Tenant as of that date. If the Premises are damaged but not rendered wholly untenable and the damage can be fully repaired within 90 days from the date of the damage, Rent shall abate in proportion as the Premises have been damaged, and Landlord shall restore within said 90-day time limit, whereupon payment of full Rent shall re-commence. In the event Landlord fails or refuses to fully repair the Premises within said 90 days, Tenant may terminate this Lease.

14. **Removal of Fixtures**. Unless otherwise approved by Landlord, Tenant must, prior to the termination of this Lease, remove all fixtures and equipment which Tenant has placed in the Premises. Tenant must repair all damage caused by removal of fixtures or equipment.

15. **Entry by Landlord.** Landlord or its agents or representatives may enter the Premises at all reasonable hours to inspect the same, clean, make repairs, alterations and additions thereto or exhibit the Premises to prospective tenants, purchasers or others, or for other reasonable purposes as Landlord may deem necessary or desirable, and Tenant shall not be entitled to any abatement or reduction of Rent, or any other sums due. Tenant waives any claim for damages or for any injury or inconvenience or for interference with Tenant's business, and any other loss occasioned thereby.

16. **Default**. If Tenant defaults for 10 days after written notice from Landlord in paying any Rent, including additional rent, or if Tenant shall be declared bankrupt or insolvent according to law or if Tenant shall make an assignment for the benefit of its creditors or if Tenant shall violate or default in any other covenants, agreements, stipulations or conditions herein and such violation or default shall continue for ten 10 days after written notice from Landlord of

such violation or default, then and in such case Landlord lawfully may immediately, or at any time thereafter, and without notice or demand, enter into and upon the Premises, or any part thereof, in the name of the whole, and repossess the same and expel Tenant and those claiming under it and remove their effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass, and prejudice, and Landlord shall have all remedies and recourse which might otherwise be used by Landlord for arrears of Rent or any breach of covenants contained in this Lease.

17. **Quiet Enjoyment.** Landlord covenants and agrees to allow Tenant to peacefully have, hold and enjoy the Premises during the Lease Term, provided that Tenant pays the Rent set forth herein and performs all of Tenant's other agreements and obligations set forth herein.

18. **Nuisance**. Tenant shall conduct its business and control its agents, employees, invitees and visitors in such a manner as not to create waste, odors, nuisance, or interfere with, annoy or disturb any other tenant of Landlord in its operation of the Building or the Premises.

19. **Hold Harmless and Liability Insurance**. Except in the case of the negligence of Landlord, its agents or its employees, Tenant agrees to indemnify, save, hold harmless and defend Landlord against all claims, losses or liabilities for injury or death to any person or for damage to or loss of use of any property arising or resulting from the occupancy or use by Tenant of the Premises. Landlord shall not be liable to Tenant, its agents, employees, representatives, customers or invitees for any personal injury, death or damage to property caused by theft, burglary, water, gas, electricity, fire or for any other cause occurring on or about the Premises. All property kept, stored or maintained in the Premises shall be so kept, stored or maintained at the sole risk of the Tenant. Tenant further agrees to indemnify, defend and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. Further, in no event shall Landlord be liable for damages caused by Tenant or Tenant's employees or agents. The provisions of this Paragraph shall survive the expiration or termination of this Lease with respect to any damage, injury, death, breach or default occurring prior to such expiration or termination. During the Lease Term and any extension thereof, Tenant shall at all times have in full force and effect a policy of general public liability insurance in the amount of the greater of $2,000,000.00 or the maximum liability for tort liability pursuant to Minnesota Statutes Section 466.04 and any amendments thereto, which insurance shall insure Landlord and Tenant against liability for acts of Landlord and Tenant.

20. **Hazard Insurance**. It shall be the responsibility of Landlord to keep the Premises and its interest therein covered by hazard insurance against loss or damage by fire and other perils. Landlord shall provide to Tenant copies of such insurance policies upon reasonable request of Tenant.

21. **Time of the Essence**. Time is of the essence with regard to this Lease and the terms therein.

22. **Relationship of Parties**. This Lease shall create the relationship of Landlord and Tenant between the parties and none other.

23. **Holding Over**. If Tenant remains in possession of the Premises, or any part thereof, after the expiration or termination of the Lease Term with the express written consent of Landlord, Tenant shall be deemed to be occupying the Premises as a Tenant at will, subject to all the conditions, provisions and obligation of this Lease insofar as the same can be applicable to a tenant at will; provided, however, that the Rent required to be paid by Tenant during any holdover period shall be a minimum of 1.5 times the monthly Rent which Tenant was obligated to pay for the month immediately preceding the end of the Lease Term, for each month or any part thereof, of any such holdover period. In the event of holding over by Tenant after expiration or termination of this Lease without the written consent of Landlord, Tenant shall be in breach of this Lease and Landlord shall be entitled to all of its rights and remedies under this Lease, in law, or in equity. No holding over by Tenant after the Lease Term shall operate to extend the Lease Term or renew this Lease. In the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Premises covered hereby effective upon the expiration or termination of the Lease.

24. **Surrender of Premises.** At the termination of this Lease, Tenant shall surrender the Premises and all keys thereof to Landlord.

25. **Eminent Domain**. If the entire Premises are taken by any public authority under the power or threat of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority, and the Landlord shall make a pro rata refund of any Rent that has been paid in advance by Tenant for a period beyond the date of the taking. In the event that less than the entire Premises is so taken and provided the Premises are not rendered untenable thereby, then this Lease shall terminate only at the option of the Landlord. In the event that only a part of the Premises is so taken and that this Lease does not so terminate, there shall be a pro rata reduction in Rent to the extent that such taking interferes in any way with Tenant's use of the Premises, and all other terms and provisions of this Lease shall remain in full force and effect. All damages awarded for such taking shall belong to and be the property of the Landlord, irrespective of the basis on which they were awarded.

26. **Subordination**. Tenant agrees that, at the Landlord's election, this Lease shall be subordinate to any land Lease or mortgage now on or to be placed in the future on the Premises or Building and to any and all advances to be made thereunder and to the interest thereon and to all renewals, replacements and extensions thereof, provided that such subordination shall not materially affect either party's obligations under this Lease. Tenant hereby appoints Landlord as its attorney-in-fact to execute such documents as may be required to accomplish such subordination.

27. **No Waiver**. No reference to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled ether at law or in equity. Landlord's failure to insist upon a strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right or option; but the same shall remain in full force and effect.

28. **Captions**. The captions and headings herein are for convenience and reference only.

29. **Brokers**. Each of the parties represents and warrants to the other that there are no claims for brokerage commission or finder's fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any such claim including, without limitation, reasonable attorney's fees in connection therewith, with exception to Premier Commercial Properties, who represents the Landlord.

30. **No Partnership**. This Lease does not create a joint venture or partnership relation between the parties hereto.

31. **Notices**. All communications, demands, notices or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Lease at the addresses set forth below for each party, or if to a person not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner.

Landlord:	Premier Commercial Properties, LLC Property Manager for the City of Ramsey 299 Coon Rapids Blvd, Suite 200 Coon Rapids, MN 55433
Tenant:	Mille Lacs Motorsports II, Inc 6781 Highway 10 NW Ramsey, MN 55303

Either party may, by written notice to the other party, designate a different address to which notices must be sent. Such written notice designating a different address must state the party's newly designated address, and must be provided by following the above notice requirements. Commencing on the 10th day after a party gives notice designating a new address to which notices must be sent, the newly designated address shall be the party's address for the purpose of all communication, demands, notices or objections permitted or required to be given or served under this Lease.

32. **Force Majeure.** The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, except for the payment of monies, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse or structures, riot, war, labor and/or legal disputes, delays or restrictions by government bodies, inability to obtain or use necessary materials or any cause beyond the reasonable control of such party, provided however that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay.

33. **Minnesota Law**. This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota. The parties agree that the Minnesota state courts will have exclusive jurisdiction over any dispute arising out of this Lease.

34. **Entire Agreement**. This Lease constitutes the entire agreement between the parties relating to the subject matter described herein. The terms of this Lease are contractual and are intended to be legally binding. This Lease supersedes any and all prior agreements between the parties relating to the subject matter described herein. No party has relied upon any statements, representations, or promises that are not set forth in this Lease. No changes to this Lease will be valid or enforceable unless they are in writing and signed by all of the parties.

35. **Equal Drafting**. In the event any party asserts a provision of this Lease is ambiguous, this Lease must be construed to have been drafted equally by the parties.

36. **Savings Clause**. Each provision of this Lease is separate and distinct and individually enforceable. In the event any provision hereof or the application of any such provision under any circumstance is declared to be unlawful or invalid, the enforceability of all the other provisions shall not be affected.

37. **Counterparts**. This Lease may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute a single agreement.

38. **Security and Damage Deposit.** Tenant has previously deposited with Landlord the sum of Three Thousand Four Hundred Forty-Five and 33/100 Dollars ($3,445.33), receipt of which is hereby acknowledged by Landlord, which deposit is to be held by Landlord, as a security and damage deposit for the faithful performance by Tenant during the term hereof or any extension hereof. Prior to the time when Tenant shall be entitled to the return of this security deposit, Landlord may commingle such deposit with Landlord's own funds and to use such security deposit for such purpose as Landlord may determine. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term hereof or any extension hereof, then Landlord, either with or without terminating this Lease may (but shall not be required to) apply such portion of said deposit as may be necessary to compensate or repay Landlord for all losses or damages sustained or to be sustained by Landlord due to such breach on the part of Tenant, including, but not limited to overdue and unpaid rent, any other sum payable by Tenant to Landlord pursuant to the provisions of this Lease, damages or deficiencies in the reletting of the Leased Property, and reasonable attorney's fees incurred by Landlord. Should the entire deposit or any portion thereof, be appropriated and applied by Landlord, in accordance with the provisions of this paragraph, Tenant upon written demand by landlord, shall remit forthwith to Landlord a sufficient amount of cash to restore said security deposit to the original sum deposited, and tenant's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Said security deposit shall be returned to Tenant, less any depletion thereof as the result of the provisions of this paragraph, at the termination of this Lease. Tenant shall have no right to anticipate return of said deposit by withholding any amount required to be paid pursuant to the provision of this Lease or otherwise.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the date and year first above written.

Landlord's Address:

City Administrator
7550 Sunwood Drive
Ramsey, Minnesota 55303

CITY OF RAMSEY

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Administrator

Tenant's Address:

6781 Highway 10 NW
Ramsey, MN 55303

MILLE LACS MOTORSPORTS II, INC.

a Minnesota Corporation

By: _____
Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 28th day of May, 2025, by Ryan Heineman, the Mayor, and Brian Hagen, the City Administrator, of the City of Ramsey, a Minnesota Municipal Corporation, under the laws of the State of Minnesota on behalf of the Corporation.

_____
Notary Public

SEAN M SULLIVAN
Notary Public
Minnesota
My Commission Expires January 31, 2030

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

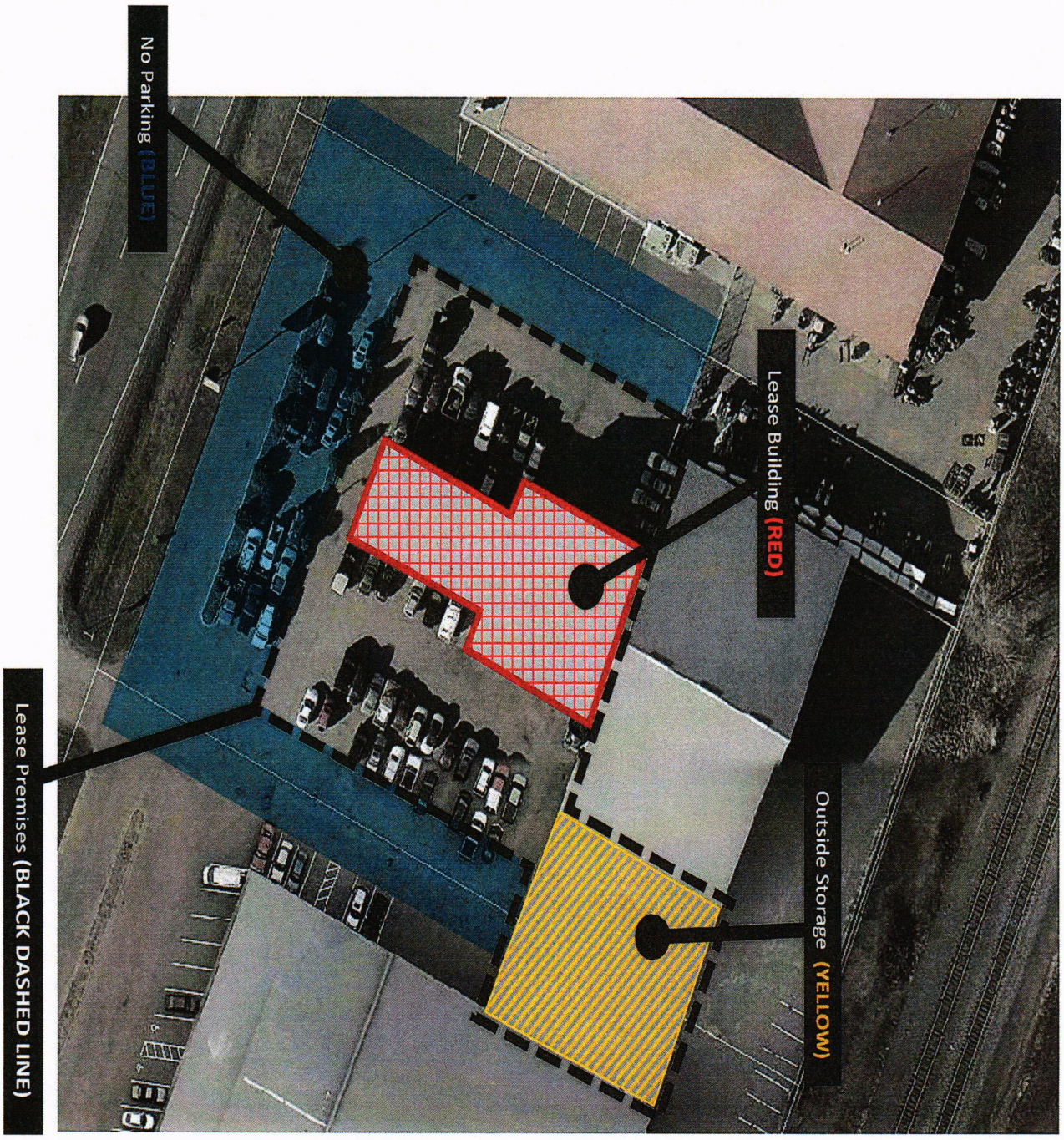
The foregoing instrument was acknowledged before me this 21st day of May, 2025, by Tom Dehn, the President of Mille Lacs Motorsports II, Inc., a Minnesota Corporation.

_____
Notary Public

WENDY K SCHLUETER
Notary Public
Minnesota
My Commission Expires January 31, 2029

EXHIBIT A

"The Premises"



LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Lease") made as of this 28th day of May, 2025, is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation, 7550 Sunwood Drive, Ramsey, Minnesota 55303 ("Landlord") and **Mille Lacs Motor Sports II, Inc.**, a Minnesota corporation, 6781 Highway 10, Ramsey, Minnesota 55303 ("Tenant").

IN CONSIDERATION OF the mutual agreements expressed herein, the parties agree as follows:

1. **Purpose.** Landlord is the fee owner of the Premises described in Paragraph 2 of this Agreement. Tenant desires to rent the Premises from Landlord for Tenant's use for recreational equipment sales and service. Landlord is willing to lease the Premises to Tenant pursuant to the terms and conditions of this Lease.

2. **Premises.** Collectively, the "Premises" consists of the following five areas:

   A. Outdoor storage area "A" consisting of a 22,000 square foot area within a parcel legally described as Tract A, Registered Land Survey No. 249, Anoka County, Minnesota, as shown on Exhibit A (PID 34-32-25-21-0103).

   B. Outdoor storage area "B" consisting of a 15,000 square foot area within a parcel legally described as Tract A, Registered Land Survey No. 249, Anoka County, Minnesota, as shown on Exhibit A (PID 34-32-25-21-0103).

   C. Outdoor storage area "C" consisting of 3,200 square foot area within a parcel legally described as Lot 2, Block 1, Deal Industrial Park, Anoka County, Minnesota, as shown on Exhibit A (PID 34-32-25-12-0008).

   D. Outdoor storage area "D" consisting of 12,000 square foot area within a parcel legally described as Lot 2, Block 1, Deal Industrial Park, Anoka County, Minnesota, as shown on Exhibit A (PID 34-32-25-12-0008).

   E. Indoor storage area "E" consisting of 7,900 square feet split between two areas within the rear building on the parcel legally described as Lot 2, Block 1, Deal Industrial Park, Anoka County, Minnesota, as shown on Exhibit A (PID 34-32-25-12-0008).

3. **Term.** The term of this Lease is for a period of seven months, commencing on June 1, 2025 (the "Commencement Date") and ending at midnight on January 31, 2026, unless extended by written agreement of both parties or sooner terminated as provided herein ("Lease Term"). If Tenant desires to end this Lease, Tenant may do so by providing Landlord with 90 days prior written notice. Notwithstanding the Lease Term, Landlord may terminate this Lease at any time at Landlord's sole option upon 90 days prior written notice to Tenant.

4. **Use.**

a. The Premises shall be used by Tenant as a commercial use for motor sports sales and service (boats, ATVs, UTVs, snowmobiles, golf carts, etc.). Auto and motorcycle sales are not permitted.

b. Tenant will not make or suffer any unlawful or offensive use of the Premises or any use or occupancy thereof contrary to any federal law, state law or ordinance of the City of Ramsey now or subsequently hereto made. Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Premises; and if any increase in the in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to activity or equipment of Tenant in or about the Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefore and further, shall discontinue or cause the discontinuance of such conduct or shall remove such equipment upon Landlord's demand made at any time thereafter.

c. Tenant's use of the Premises shall be consistent with Exhibit A.

    i. Outdoor Storage Area A is largely unimproved as of the commencement date of this Lease and does not comply with City zoning requirements. Within two years from the commencement of this Lease, the Tenant shall make all required improvements to bring Area A into compliance with city zoning ordinances. The Tenant is responsible for funding and constructing the required improvements which include, but are not limited to: grading, storm water, asphalt paving, concrete curb/ gutter, screening, land use permit fees, land use application fees, and third-party professional service fees. If the Tenant defaults on this requirement, it shall immediately vacate Lease Area A.
    ii. The area to the west of Outdoor Storage Area A is not part of this lease and cannot be used for any purpose by Tenant. Any vehicles or other items belonging to Tenant found on this non-leased area, or on any other property owned by Landlord but not leased by Tenant, is subject to removal by Landlord at Tenant's cost.

iii. The non-leased area south of Outdoor Storage Area B is a through way for movement of traffic. This area is not to be used for parking by Tenant, its agents, employees or invitees.
iv. A 15-foot-wide through lane must be maintained at all times in Outdoor Storage Areas A, B, C and D for emergency vehicles to get through the storage areas.
v. Tenant shall install a gated fence on the east side of Outdoor Storage Area D and provide a gate key to Landlord for emergency access.
vi. RM Golf Carts leases Indoor Storage Area F. Tenant shall provide a license to RM Golf Carts for ingress/egress through Outdoor Storage Area D to allow access to Area F.

d. Any sign, lettering, picture, notice or advertisement installed on or in any part of the Premises and visible from public areas must be approved by Landlord, which approval shall not be unreasonably withheld, and installed at Tenant's expense. Political signs are prohibited on the Premises. If this subparagraph is violated, Landlord may remove the sign(s) without liability and may charge the expense incurred by such removal to Tenant.

5. **Rent.** Tenant covenants and agrees to pay to Landlord at the Landlord's Agent Office without demand, monthly rent in the following amounts:

Lease Term (June 1, 2025 through January 31, 2026): $5,717.85

All Rent shall be payable on the first day of each month during the Lease Term. If Landlord does not receive the full Rent by the fifth day of the month at 3:00 p.m., at the Landlord's Agent Office, Tenant must pay a $200.00 late fee as an additional rent. Rent is "paid" when Landlord receives it, not when mailed by the Tenant, date stamped by the Tenant, or sent by Tenant.

Tenant contemporaneously with the execution of this Lease shall deposit with Landlord the sum of Five Thousand Seven Hundred Seventeen and 85/100 Dollars ($5,717.85.) as first month's gross rent, receipt which is hereby acknowledged by the Landlord.

6. **Additional Rent.** In addition to the Rent set forth in Paragraph 5 of this Lease, Tenant covenants and agrees to pay as additional rent all monies required to be paid by Tenant as set forth in the balance of this Lease. Specifically, but not by way of limitation, the reasonable value of any action taken or materials used by Landlord to correct or mitigate any violations of this Lease by the Tenant shall be deemed additional rent and charged to Tenant payable with the Rent as set forth in Paragraph 5.

7. **Utilities and Trash Removal.** Tenant is solely responsible for paying for all utilities servicing the Premises, including but not limited to, water, natural gas and electricity. Tenant is also responsible for paying for the removal of all trash and recycling materials generated as a result of Tenant's use of the Premises. Landlord is not responsible for any interruption in such services beyond the reasonable control of Landlord.

8. **Real Estate Taxes and Special Assessments.** Landlord is responsible for the payment of all real estate taxes and special assessments pertaining to the Premises during the Lease Term. Tenant is responsible to pay the City's quarterly Stormwater Management Fee.

9. **Repair and Maintenance.** Except as otherwise provided herein, Tenant shall keep in good order and repair the entire Premises, at its sole cost, ordinary wear and tear excepted. Tenant shall keep the abutting parking areas free of ice and snow. The Tenant is responsible for snow removal. Tenant accepts the Premises AS IS as of the date of commencement of this Agreement. Tenant may, but is not obligated to, maintain and repair the roof, building foundation and parking lot. Tenant acknowledges that the indoor and outdoor areas are leased to Tenant AS IS and Landlord is not obligated to repair those portions of the Premises absent a separate, mutual, written agreement with Tenant. Notwithstanding any other term of this Agreement, if the roof or building foundation fails so as to render the Premises substantially unusable, Tenant may terminate this Agreement.

If Tenant fails, refuses or neglects to maintain or repair the Premises as required in this Lease after written notice is given to the Tenant by Landlord, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay to Landlord all costs plus 15% overhead incurred by Landlord in making such repairs upon presentation to Tenant of the bill therefore.

10. **Tenant's Improvements, Alterations and Remodeling.** Tenant shall be permitted to perform improvements, alterations or remodeling on or to the Premises consistent with its intended use thereof; provided however, that such improvements shall be done at the sole expense of Tenant and provided that any single improvement reasonably expected to exceed $2,500.00 in cost may be done only with Landlord's prior written consent. Notwithstanding the above, Tenant shall not make any alterations to the structure, plumbing, electrical, or HVAC systems of the Indoor Storage Area (Area E) without the prior written consent of Landlord.

11. **Assignment or Subletting.** Tenant may not assign, transfer, mortgage or encumber this Lease, and may not sublet, rent or permit occupancy or use of the Premises, or any part thereof, by any third party without Landlord's written consent; no assignment or transfer of this Lease shall be effectuated voluntarily, by operation of law, or otherwise. Any of the foregoing will hereinafter be referred to as an "Assignment" for purposes of this Lease. Tenant is solely responsible for any acts or omissions of any sublessee that violate the terms of this Lease Agreement, and any enforcement of the Lease Agreement by Landlord shall be brought against Tenant.

12. **Destruction of Premises.** If the Premises are totally destroyed (or so substantially damaged as to be wholly untenable) by storm, fire, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and Rent shall be accounted for between Landlord and Tenant as of that date. If the Premises are damaged but not rendered wholly untenable and the damage can be fully repaired within 90 days from the date of the damage, Rent shall abate in proportion as the Premises have been damaged, and Landlord shall restore within said 90-day time limit, whereupon payment of full Rent shall re-commence.

In the event Landlord fails or refuses to fully repair the Premises within said 90 days, Tenant may terminate this Lease.

13. **Removal of Fixtures.** Unless otherwise approved by Landlord, Tenant must, prior to the termination of this Lease, remove all fixtures and equipment which Tenant has placed in or on the Premises. Tenant must repair all damage caused by removal of fixtures or equipment.

14. **Entry by Landlord.** Landlord or its agents or representatives may enter the Premises at all reasonable hours to inspect the same, clean, make repairs, alterations and additions thereto or exhibit the Premises to prospective tenants, purchasers or others, or for other reasonable purposes as Landlord may deem necessary or desirable, and Tenant shall not be entitled to any abatement or reduction of Rent, or any other sums due. Tenant waives any claim for damages or for any injury or inconvenience or for interference with Tenant's business, and any other loss occasioned thereby.

15. **Default.** If Tenant defaults for 10 days after written notice from Landlord in paying any Rent, including additional rent, or if Tenant shall be declared bankrupt or insolvent according to law or if Tenant shall make an assignment for the benefit of its creditors or if Tenant shall violate or default in any other covenants, agreements, stipulations or conditions herein and such violation or default shall continue for 10 days after written notice from Landlord of such violation or default, then and in such case Landlord lawfully may immediately, or at any time thereafter, and without notice or demand, enter into and upon the Premises, or any part thereof, in the name of the whole, and repossess the same and expel Tenant and those claiming under it and remove their effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass, and prejudice, and Landlord shall have all remedies and recourse which might otherwise be used by Landlord for arrears of Rent or any breach of covenants contained in this Lease.

16. **Quiet Enjoyment.** Landlord covenants and agrees to allow Tenant to peacefully have, hold and enjoy the Premises during the Lease Term, provided that Tenant pays the Rent set forth herein and performs all of Tenant's other agreements and obligations set forth herein.

17. **Nuisance.** Tenant shall conduct its business and control its agents, employees, invitees and visitors in such a manner as not to create waste, odors, nuisance, or interfere with, annoy or disturb any other tenant of Landlord in its operation of the Premises.

18. **Hold Harmless and Liability Insurance.** Except in the case of the negligence of Landlord, its agents or its employees, Tenant agrees to indemnify, save, hold harmless and defend Landlord against all claims, losses or liabilities for injury or death to any person or for damage to or loss of use of any property arising or resulting from the occupancy or use by Tenant of the Premises, including occupancy or use by Tenant's sublessee. Landlord shall not be liable to Tenant, its agents, employees, representatives, customers or invitees for any personal injury, death or damage to property caused by theft, burglary, water, gas, electricity, fire or for any other cause occurring on or about the Premises. All property kept, stored or maintained in the Premises shall be so kept, stored or maintained at the sole risk of the Tenant. Tenant further

agrees to indemnify, defend and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. Further, in no event shall Landlord be liable for damages caused by Tenant or Tenant's employees or agents. The provisions of this Paragraph shall survive the expiration or termination of this Lease with respect to any damage, injury, death, breach or default occurring prior to such expiration or termination.

During the Lease Term and any extension thereof, Tenant shall at all times have in full force and effect a policy of general public liability insurance in the amount of the greater of $2,000,000.00 or the maximum liability for tort liability pursuant to Minnesota Statutes Section 466.04 and any amendments thereto, which insurance shall insure Landlord and Tenant against liability for acts of Landlord and Tenant.

19. **Hazard Insurance.** It shall be the responsibility of Landlord to keep the Premises and its interest therein covered by hazard insurance against loss or damage by fire and other perils. Landlord shall provide to Tenant copies of such insurance policies upon reasonable request of Tenant.

Tenant shall, at its expense, maintain a policy or policies of insurance insuring the Premises against loss or damage by fire, expulsion or other insurable hazards and contingencies for the full insurable value of Tenant's improvements to the Premises and Tenant's personal property.

20. Security and Damage Deposit. Tenant's has an existing deposit $2,500.00 with Landlord as security and damage deposit for the faithful performance of this Lease Agreement, with a credit for any amount previously deposited. Tenant shall supplement Landlord may commingle the deposit with its own funds and use such deposit for any purpose. In the event Tenant fails to perform or fulfill any of the terms of this Lease Agreement, Landlord, either with or without terminating this Lease Agreement, may apply such portion of said deposit as may be necessary to compensate or repay Landlord for all losses or damages sustained or to be sustained by Landlord due to such breach by Tenant, including overdue and unpaid rent and any other sum payable by Tenant to Landlord pursuant to the provisions of this Lease, damages or deficiencies in the reletting of the Premises, and reasonable attorney's fees incurred by Landlord. Should the entire deposit or any portion thereof, be appropriated and applied by Landlord, Tenant, upon written demand by Landlord, shall remit to Landlord a sufficient amount of cash to restore said security deposit to the original sum deposited, and Tenant's failure to do so within 30 days after receipt of such demand shall constitute a breach of this Lease. Said security deposit together with any interest thereon as required by law shall be returned to Tenant less any depletion as a result of the provisions of this paragraph, at the end of the term of this Lease or any renewal thereof, or upon the earlier termination of this Lease.

21. **Time of the Essence.** Time is of the essence with regard to this Lease and the terms therein.

22. **Relationship of Parties.** This Lease shall create the relationship of Landlord and Tenant between the parties and none other.

23. **Holding Over.** If Tenant remains in possession of the Premises, or any part thereof, after the expiration or termination of the Lease Term with the express written consent of Landlord, Tenant shall be deemed to be occupying the Premises as a Tenant at will, subject to all the conditions, provisions and obligation of this Lease insofar as the same can be applicable to a tenant at will; provided, however, that the Rent required to be paid by Tenant during any holdover period shall be a minimum of 1.5 times the monthly Rent which Tenant was obligated to pay for the month immediately preceding the end of the Lease Term, for each month or any part thereof, of any such holdover period. In the event of holding over by Tenant after expiration or termination of this Lease without the written consent of Landlord, Tenant shall be in breach of this Lease and Landlord shall be entitled to all of its rights and remedies under this Lease, in law, or in equity. No holding over by Tenant after the Lease Term shall operate to extend the Lease Term or renew this Lease. In the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Premises covered hereby effective upon the expiration or termination of the Lease.

24. **Surrender of Premises.** At the termination of this Lease, Tenant shall surrender the Premises and all keys thereof to Landlord.

25. **Eminent Domain.** If the entire Premises are taken by any public authority under the power or threat of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority, and the Landlord shall make a pro rata refund of any Rent that has been paid in advance by Tenant for a period beyond the date of the taking. In the event that less than the entire Premises is so taken and provided the Premises are not rendered untenable thereby, then this Lease shall terminate only at the option of the Landlord. In the event that only a part of the Premises is so taken and that this Lease does not so terminate, there shall be a pro rata reduction in Rent to the extent that such taking interferes in any way with Tenant's use of the Premises, and all other terms and provisions of this Lease shall remain in full force and effect. All damages awarded for such taking shall belong to and be the property of the Landlord, irrespective of the basis on which they were awarded.

26. **Subordination.** Tenant agrees that, at the Landlord's election, this Lease shall be subordinate to any land Lease or mortgage now on or to be placed in the future on the Premises or Building and to any and all advances to be made thereunder and to the interest thereon and to all renewals, replacements and extensions thereof, provided that such subordination shall not materially affect either party's obligations under this Lease. Tenant hereby appoints Landlord as its attorney-in-fact to execute such documents as may be required to accomplish such subordination.

27. **No Waiver.** No reference to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled ether at law or in equity. Landlord's failure to insist upon a strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right or option; but the same shall remain in full force and effect.

28. **Captions.** The captions and headings herein are for convenience and reference only.

29. **Brokers.** Each of the parties represents and warrants to the other that there are no claims for brokerage commission or finder's fees in connection with the execution of this Lease other than Premier Commercial Realty; which represents the Landlord. Both parties agree to indemnify the other against, and hold it harmless from, all liabilities arising from any other such claims including, without limitation, reasonable attorney's fees in connection therewith.

30. **No Partnership.** This Lease does not create a joint venture or partnership relation between the parties hereto.

31. **Hazardous Materials.** In the event Hazardous Material is brought or caused to be brought into or onto the Premises by Tenant, Tenant shall handle any such material in compliance with all applicable federal, state and/or local regulations. For purposes of this paragraph, Hazardous Material means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) the Comprehensive Environmental Response, Compensation and Liability Act, and so-called Superfund law, or any federal state or local statute, law, ordinance, code rule regulation, order or decree relating to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect. Tenant will indemnify and hold harmless Landlord from any losses, liabilities, damages, costs or expenses (including reasonable attorney's fees) which Landlord may suffer or incur as a result of Tenant's introduction into or onto the Premises, of any Hazardous Material. This paragraph shall survive expiration or termination of this Lease.

32. **Notices.** All communications, demands, notices or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Lease at the addresses set forth below for each party, or if to a person not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner.

Landlord:	City Administrator City of Ramsey 7550 Sunwood Drive Ramsey, Minnesota 55303
Landlord's Agent	Premier Commercial Realty 299 Coon Rapids Blvd. NW Coon Rapids, MN 55433
Tenant:	Mille Lacs Motor Sports II, Inc. 6781 Highway 10 N.W. Ramsey, MN 55303

Either party may, by written notice to the other party, designate a different address to which notices must be sent. Such written notice designating a different address must state the party's newly designated address, and must be provided by following the above notice requirements. Commencing on the 10th day after a party gives notice designating a new address to which notices must be sent, the newly designated address shall be the party's address for the purpose of all communication, demands, notices or objections permitted or required to be given or served under this Lease.

33. **Force Majeure.** The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, except for the payment of monies, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse or structures, riot, war, labor and/or legal disputes, delays or restrictions by government bodies, inability to obtain or use necessary materials or any cause beyond the reasonable control of such party, provided however that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay.

34. **Minnesota Law.** This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota. The parties agree that the Minnesota state courts will have exclusive jurisdiction over any dispute arising out of this Lease.

35. **Entire Agreement.** This Lease constitutes the entire agreement between the parties relating to the subject matter described herein. The terms of this Lease are contractual and are intended to be legally binding. This Lease supersedes any and all prior agreements between the parties relating to the subject matter described herein. No party has relied upon any statements, representations, or promises that are not set forth in this Lease. No changes to this Lease will be valid or enforceable unless they are in writing and signed by all of the parties.

36. **Equal Drafting.** In the event any party asserts a provision of this Lease is ambiguous, this Lease must be construed to have been drafted equally by the parties.

37. **Savings Clause.** Each provision of this Lease is separate and distinct and individually enforceable. In the event any provision hereof or the application of any such provision under any circumstance is declared to be unlawful or invalid, the enforceability of all the other provisions shall not be affected.

38. **Counterparts.** This Lease may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute a single agreement.

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

40. **Movement of Tenant.** During the term of the Lease, Landlord may require Tenant to move from the Tenants Premises to an adjacent Property called 6701 Highway 10, Ramsey, Minnesota. Tenant would be required to move at Tenant's sole expense. Landlord will provide Tenant similar access, ingress/egress and Premises conditions as the current Premises at 6745 Highway 10. The Lease rates in the new Premises will not change upon Tenant's relocation. The new Premises will not have interior walls demarking the respective leased areas and Landlord will be allowed to lease the additional area to other Tenants.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the date and year first above written.

Landlord's Address:

City Administrator
7550 Sunwood Drive
Ramsey, Minnesota 55303

CITY OF RAMSEY

By: _____
Ryan Heineman, Mayor

ATTEST:

By: _____
Brian Hagen, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 20th day of May, 2025, by Ryan Heineman, The Mayor and Brian Hagen, the City Administrator, of the City of Ramsey, a Minnesota municipal corporation, under the laws of the State of Minnesota on behalf of the corporation.

_____
Notary Public

SEAN M SULLIVAN
Notary Public
Minnesota
My Commission Expires January 31, 2030

Tenant's Address:

6781 Highway 10 N.W.
Ramsey, Minnesota 55303

MILLE LACS MOTOR SPORTS, INC.

By: _____
Tom Dehn
Its: President

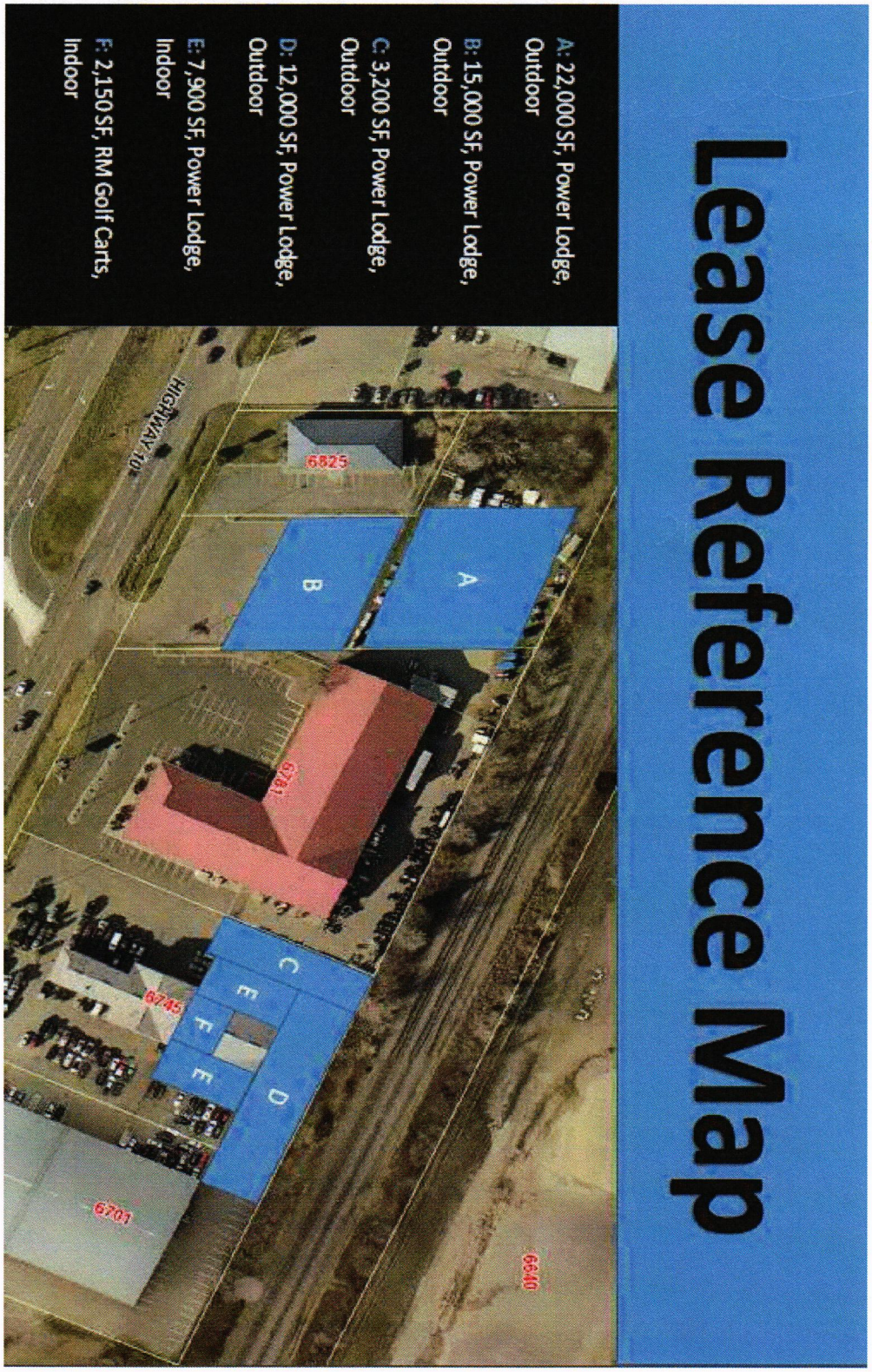
STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 21 day of May, 2025, by Tom Dehn, the President of Mille Lacs Motor Sports, Inc., a Minnesota corporation, under the laws of the State of Minnesota on behalf of the corporation.

_____
Notary Public

WENDY K SCHLUETER
Notary Public
Minnesota
My Commission Expires January 31, 2029

Exhibit A


Lease Reference Map
A: 22,000 SF, Power Lodge, Outdoor
B: 15,000 SF, Power Lodge, Outdoor
C: 3,200 SF, Power Lodge, Outdoor
D: 12,000 SF, Power Lodge, Outdoor
E: 7,900 SF, Power Lodge, Indoor
F: 2,150 SF, RM Golf Carts, Indoor
HIGHWAY 10
6825
6781
6745
6701
6640
A
B
C
D
E
F

Land Records Mgmt
System No. MC-907

AMENDMENT NO. 1 TO LOAN AGREEMENT
BETWEEN THE METROPOLITAN COUNCIL AND
THE CITY OF RAMSEY FOR
HIGHWAY RIGHT-OF-WAY ACQUISITION
LOAN AGREEMENT NO. L-05-05

WHEREAS, the Metropolitan Council ("the Council") and the City of Ramsey ("the Recipient") have entered into a loan agreement for protective acquisition of highway right-of-way, which loan agreement is dated September 29, 2005 and is identified as Loan Agreement No. L-05-05 ("Loan Agreement"); and

WHEREAS, the Loan Agreement provides that the Council will advance to the Recipient the Recipient's actual acquisition costs for the real property described in Exhibit A to the Loan Agreement in an amount not to exceed $11,000; and

WHEREAS, Council and Recipient agree that it is in their best interests to amend the Loan Agreement to Reflect Recipient's actual acquisition cost;

NOW, THEREFORE, for one dollar and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by Council and Recipient, the Loan Agreement between the Metropolitan council and the City of Ramsey for Hardship Acquisition of Highway Right of Way, Loan Agreement No. L-05-05 is hereby amended as follows:

1. Section I, Paragraph 1.01 is hereby amended by deleting $1,811,000 and substituting therefore $1,828,129.

2. Section I, Paragraph 1.02 is hereby amended by deleting $11,000 from the third sentence of said Paragraph 1.02 and substituting therefore the sum of $28,129, and amending the fourth sentence of said Paragraph 1.02 to include taxes.

3. In all other respects the Loan Agreement remains unchanged.

APPROVED AS TO FORM:

Legal Counsel

Services

APPROVED AS TO FORM:

City Attorney

METROPOLITAN COUNCIL

By Arlene McCarthy
Arlene McCarthy, Director
Metropolitan Transportation

CITY OF RAMSEY

By
Tom Gamec, Mayor

By
Kurt Ulrich, City Administrator

Ramsey (Nau Companies 6701 Hwy. 10)

Land Records Mgmt
System No. MC-908

LOAN AGREEMENT NO. L-05-05
NAU Companies (6701 Highway 10)

LOAN AGREEMENT BETWEEN THE METROPOLITAN COUNCIL AND THE CITY OF RAMSEY FOR PROTECTIVE ACQUISITION OF HIGHWAY RIGHT-OF-WAY

THIS AGREEMENT is entered into, this 26th day of September, 2005 by **THE METROPOLITAN COUNCIL** ("the Council"), and **THE CITY OF RAMSEY** ("the Recipient").

WHEREAS, the Council is authorized by Minnesota Statutes section 473.167, subdivision 2, to make loans to counties, towns, and cities situated within the metropolitan area for the purpose of acquisition of property within a proposed state trunk highway right-of-way when acquisition is necessary to avert the imminent conversion of such property to a use which would jeopardize the property's availability for highway construction; and

WHEREAS, the Recipient is an eligible governmental unit and has applied for such a loan to accomplish the acquisition of threatened right-of-way within the officially-mapped area to the north of Trunk Highway 10 from approximately Armstrong Boulevard to the Ramsey-Anoka City boundary and is bounded to the north by the BNSF rail line; and

WHEREAS, the Council has authorized that such a loan be made to the Recipient from the Metropolitan Right-of-Way Acquisition Loan Fund.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this agreement, the Council and the Recipient agree as follows:

I. LOAN FUNDS

1.01 Total Loan Amount. The Council shall loan to the Recipient, in accordance with the loan schedule set forth in paragraph 1.02, a total loan amount not to exceed **$1,811,000.00.**

1.02 **Loan Schedule.** Upon execution of this loan agreement, the Council will advance **$1,800,000.00** to the Recipient for the purchase price of that real property described in Exhibit A, which is attached to and incorporated in this agreement. The purchase price of the real property includes any buildings or structures located on the parcel. Upon receipt by the Council of satisfactory and complete documentation describing the Recipient's actual appraisal, title evaluation, and other acquisition costs, the Council will advance to the Recipient such actual costs, in an amount not to exceed **$11,000.00.** These other eligible costs are:

- Appraisal fees
- Appraisal review fees
- Fees for title evaluation, survey, negotiations etc.

1.03 Authorized Use of Loan Funds. The parties agree that loan funds may be used only for the purchase price of the property described in Exhibit A, and the acquisition costs actually incurred by the Recipient to acquire the property described in Exhibit A. The parties agree that loan proceeds shall not be used to clean up contaminated soil or other pollutants, if any are discovered on the site.

II. ACCOUNTING, AUDIT, AND RECORDS REQUIREMENTS

2.01 Separate Account. The Recipient agrees to establish and maintain a separate account for the loan and to maintain accurate and complete records and accounts relating to the receipt and expenditure of all loan funds. Such accounts and records shall be kept and maintained for a period of at least six (6) years following discharge of the loan.

2.02 Audit. The above accounts and records of the Recipient shall be audited in the same manner as all other accounts and records of the Recipient are audited, and may be audited and/or inspected on the Recipient's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification, during the loan period, and for a period of six (6) years following discharge of the loan.

2.03 Acquisition Report. The Recipient agrees that upon completion of any acquisition, the Recipient will submit to the Council an acquisition report, in a format to be determined by the Council, summarizing the acquisition costs of the property, including all eligible expenses and moving costs.

2.04 Annual Report. The Recipient agrees to submit, on or before June 30 of each year during which this agreement is in effect, an annual report on the status of the loan, in a form to be determined by the Council.

III. INCOME FROM PURCHASED PROPERTY

3.01 Net Rents Defined. For purposes of this agreement, "net rents" means the total gross rent received by the Recipient from any and all tenants or users of the property, less the Recipient's actual costs for necessary maintenance, repairs, taxes, insurance, and operating expenses, and attorneys' fees associated with preparing or terminating any lease with respect to the property.

3.02 Transfer of Net Rents. The Recipient agrees to transfer to the Council, within forty-five (45) days of receipt, all net rents or other money received as a result of the Recipient's ownership of the property. For any given payment to the Council, the Recipient may estimate the actual costs to be deducted from gross rent.

3.03 Adjustment for Actual Costs. Twelve (12) months from the commencement of receipt of any rent by the Recipient from any property acquired with loan proceeds, the Recipient shall provide, in a form acceptable to the Council, documentation for all actual costs for necessary maintenance, repairs, taxes, insurance, and operating expenses, and attorneys' fees with respect to the property. Upon verification and acceptance of the documentation by the Council, the Recipient shall pay to the Council the amount, if any, determined by the Council to be necessary to adjust the estimated deduction from gross rent to reflect the actual costs.

IV. LOAN DISCHARGE

4.01 Discharge Due to Conveyance to Highway Authority. If any parcel purchased with the loan funds is conveyed to a highway authority for construction of a highway, the Recipient shall repay to the Council, within thirty (30) days of receipt, the amount received from the highway authority for the parcel, acquisition costs and relocation expenses. Upon payment of the specified amount, the Council will discharge the loan.

4.02 Discharge Due to Changes in Plan for Highway. If the Council notifies the Recipient that the plan to construct the highway has been abandoned or the anticipated location of the highway has changed, the Recipient shall seek the prior approval of the Council to sell the acquired property. The Recipient shall repay to the Council, within thirty (30) days of receipt, the fair market value of the property as determined by sale of the property in accordance with the Recipient's procedures required for the disposition of real property. Upon payment of the specified amount, the Council will discharge the loan.

4.03 Discharge Due to Breach or Other Circumstances. If the property for any other reason is sold, or if the Recipient materially breaches any term of this agreement, the Recipient shall repay the amount specified in paragraph 1.02 for the purchase price of the property and the amount actually disbursed pursuant to paragraph 1.02 for acquisition costs. The Council agrees to notify the Recipient of any material breach of the agreement and to provide a reasonable opportunity for the Recipient to cure the breach. If the Recipient fails to cure the breach, the Recipient will repay the amount specified within thirty (30) days. Upon payment of the specified amount, the Council will discharge the loan.

V. GENERAL CONDITIONS

5.01 Duration of Agreement. The agreement is effective on the execution of this agreement and remains in force and effect until the loan is discharged.

5.02 Interest. The loan made in this agreement shall bear no interest.

5.03 Declaration of Restrictive Covenants. The Recipient agrees that it will execute, and cause to be recorded at its own expense, a declaration of restrictive covenants with reference to each parcel of land in which an interest is acquired in whole or in part from loan proceeds. The declaration of restrictive covenants shall be substantially in the form contained as a sample in Exhibit B, which is attached to and made a part of this agreement. It is the purpose of such declaration of restrictive covenants to limit the right of the Recipient to convey or encumber land or interests in land acquired with loan proceeds without the consent of the Council, and to insure that such lands and interests therein be devoted exclusively to the state highway purposes for which they were acquired.

5.04 Agreement to Convey. The Recipient agrees that upon the request of the authority authorized to construct the highway for which this right-of-way has been reserved, the Recipient will convey the property to the authority at the same price the Recipient paid for the property, including costs identified in paragraph 1.02 for acquisition costs.

5.05 Rights Reserved. If the Council finds that there has been a failure to comply with the provisions of this agreement, the Council reserves the right to take any and all actions as it deems necessary or appropriate to protect the Council's interest, provided that the Council agrees to notify the Recipient of any such failure to comply and to provide a reasonable opportunity to comply. The Recipient agrees that discharge of the loan does not invalidate continuing obligations imposed on the Recipient by this agreement. Termination of this agreement does not alter the Council's authority to disallow costs and recover funds on

the basis of a later audit or other review, and does not alter the Recipient's obligation to return any funds due to the Council as a result of later audits or corrections.

5.06 Amendments. The terms of this agreement may be changed by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized representatives of the Council and the Recipient.

5.07 Compliance with Law. The Recipient agrees to conduct the activities contemplated by this agreement in compliance with all applicable provisions of Federal, state, and local laws. The Recipient further agrees to comply with all applicable laws relating to nondiscrimination, affirmative action, and public purchase, contracting, and employment. In particular, the Recipient agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, national origin, marital status, disability, status with regard to public assistance, membership or activity in a local civil rights commission, or age, and to take affirmative action that applicants and employees are treated equally with respect to all areas of employment, rates of pay and other forms of compensation, and selection for training.

5.08 Insurance. The recipient shall list Council as an additional named insured on Recipient's liability insurance policy, and Recipient represents to Council that Recipient carries liability insurance with the League of Minnesota Cities Insurance Trust (LMCIT) in an amount up to Recipient's statutory immunity.

5.09 Property Maintenance. The Recipient agrees to make reasonable efforts to maintain the property acquired with loan funds provided under this agreement in a manner compatible with the surrounding environment, as appropriate.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on the day and year first above written.

METROPOLITAN COUNCIL

Approved as to form:

Office of General Counsel

By _____

~~Natalie F. Diaz~~

~~Director of Transportation Services~~ 9-26-05

Tom Weaver
Regional Administrator

Approved as to form:

City Attorney

CITY OF RAMSEY

By _____

Mayor, Tom Gamec

By _____

City Administrator, James E. Norman

Ramsey (NAU Companies, 6701 Highway 10)

EXHIBIT A

LEGAL DESCRIPTION

LOT 3 BLOCK 1 DEAL INDUSTRIAL PARK

Anchors Away

AMENDMENT NO. 1 TO LOAN AGREEMENT
BETWEEN THE METROPOLITAN COUNCIL AND
THE CITY OF RAMSEY FOR
HIGHWAY RIGHT-OF-WAY ACQUISITION
LOAN AGREEMENT NO. L-06-09

WHEREAS, the Metropolitan Council ("the Council") and the City of Ramsey ("the Recipient") have entered into a loan agreement for protective acquisition of highway right-of-way, which loan agreement is dated July 5, 2006 and is identified as Loan Agreement No. L-06-09 ("Loan Agreement"); and

WHEREAS, the Loan Agreement provides that the Council will advance to the Recipient the Recipient's actual acquisition costs for the real property described in Exhibit A to the Loan Agreement in an amount not to exceed $15,880; and

WHEREAS, Council and Recipient agree that it is in their best interests to amend the Loan Agreement to Reflect Recipient's actual acquisition cost;

NOW, THEREFORE, for one dollar and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by Council and Recipient, the Loan Agreement between the Metropolitan Council and the City of Ramsey for Acquisition of Highway Right of Way, Loan Agreement No. L-06-09 is hereby amended as follows:

1. Section I, Paragraph 1.01 is hereby amended by deleting $1,749,880 and substituting therefore $1,762,491.

2. Section I, Paragraph 1.02 is hereby amended by deleting $15,880 from the third sentence of said Paragraph 1.02 and substituting therefore the sum of $28,491.

3. In all other respects the Loan Agreement remains unchanged.

APPROVED AS TO FORM:

Legal Counsel

Services

METROPOLITAN COUNCIL

By Arlene McCarthy
Arlene McCarthy, Director
Metropolitan Transportation

APPROVED AS TO FORM:

City Attorney

CITY OF RAMSEY

By
Tom Gamec, Mayor

By
Kurt Ulrich, City Administrator

Anchors Away

RECD JUL 24 2006

LOAN AGREEMENT NO. L-06-09
Anchor's Away (6745 Highway 10)

LOAN AGREEMENT BETWEEN THE METROPOLITAN COUNCIL AND THE CITY OF RAMSEY FOR PROTECTIVE ACQUISITION OF HIGHWAY RIGHT-OF-WAY

THIS AGREEMENT is entered into, this 5th day of ~~June~~ July 2006 by **THE METROPOLITAN COUNCIL** ("the Council"), and **THE CITY OF RAMSEY** ("the Recipient").

WHEREAS, the Council is authorized by Minnesota Statutes section 473.167, subdivision 2, to make loans to counties, towns, and cities situated within the metropolitan area for the purpose of acquisition of property within a proposed state trunk highway right-of-way when acquisition is necessary to avert the imminent conversion of such property to a use which would jeopardize the property's availability for highway construction; and

WHEREAS, the Recipient is an eligible governmental unit and has applied for such a loan to accomplish the acquisition of threatened right-of-way within the officially-mapped area to the north of Trunk Highway 10 from approximately Armstrong Boulevard to the Ramsey-Anoka City boundary and is bounded to the north by the BNSF rail line; and

WHEREAS, the Council has authorized that such a loan be made to the Recipient from the Metropolitan Right-of-Way Acquisition Loan Fund.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this agreement, the Council and the Recipient agree as follows:

I. LOAN FUNDS

1.01 Total Loan Amount. The Council shall loan to the Recipient, in accordance with the loan schedule set forth in paragraph 1.02, a total loan amount not to exceed **$1,749,880.00.**

1.02 **Loan Schedule.** Upon execution of this loan agreement, the Council will advance **$1,734,000.00** to the Recipient for the purchase price of that real property described in Exhibit A, which is attached to and incorporated in this agreement. The purchase price of the real property includes any buildings or structures located on the parcel. Upon receipt by the Council of satisfactory and complete documentation describing the Recipient's actual appraisal, title evaluation, and other acquisition costs, the Council will advance to the Recipient such actual costs, in an amount not to exceed **$15,880.00**. These other eligible costs are:

- Appraisal fees
- Appraisal review fees
- Fees for title evaluation, survey, negotiations etc.

1.03 Authorized Use of Loan Funds. The parties agree that loan funds may be used only for the purchase price of the property described in Exhibit A, and the acquisition costs actually incurred by the Recipient to acquire the property described in Exhibit A. The parties agree that loan proceeds shall not be used to clean up contaminated soil or other pollutants, if any are discovered on the site.

II. ACCOUNTING, AUDIT, AND RECORDS REQUIREMENTS

2.01 Separate Account. The Recipient agrees to establish and maintain a separate account for the loan and to maintain accurate and complete records and accounts relating to the receipt and expenditure of all loan funds. Such accounts and records shall be kept and maintained for a period of at least six (6) years following discharge of the loan.

2.02 Audit. The above accounts and records of the Recipient shall be audited in the same manner as all other accounts and records of the Recipient are audited, and may be audited and/or inspected on the Recipient's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification, during the loan period, and for a period of six (6) years following discharge of the loan.

2.03 Acquisition Report. The Recipient agrees that upon completion of any acquisition, the Recipient will submit to the Council an acquisition report, in a format to be determined by the Council, summarizing the acquisition costs of the property, including all eligible expenses and moving costs.

2.04 Annual Report. The Recipient agrees to submit, on or before June 30 of each year during which this agreement is in effect, an annual report on the status of the loan, in a form to be determined by the Council.

III. INCOME FROM PURCHASED PROPERTY

3.01 Net Rents Defined. For purposes of this agreement, "net rents" means the total gross rent received by the Recipient from any and all tenants or users of the property, less the Recipient's actual costs for necessary maintenance, repairs, taxes, insurance, and operating expenses, and attorneys' fees associated with preparing or terminating any lease with respect to the property.

3.02 Transfer of Net Rents. The Recipient agrees to transfer to the Council, within forty-five (45) days of receipt, all net rents or other money received as a result of the Recipient's ownership of the property. For any given payment to the Council, the Recipient may estimate the actual costs to be deducted from gross rent.

3.03 Adjustment for Actual Costs. Twelve (12) months from the commencement of receipt of any rent by the Recipient from any property acquired with loan proceeds, the Recipient shall provide, in a form acceptable to the Council, documentation for all actual costs for necessary maintenance, repairs, taxes, insurance, and operating expenses, and attorneys' fees with respect to the property. Upon verification and acceptance of the documentation by the Council, the Recipient shall pay to the Council the amount, if any, determined by the Council to be necessary to adjust the estimated deduction from gross rent to reflect the actual costs.

IV. LOAN DISCHARGE

4.01 Discharge Due to Conveyance to Highway Authority. If any parcel purchased with the loan funds is conveyed to a highway authority for construction of a highway, the Recipient shall repay to the Council, within thirty (30) days of receipt, the amount received from the highway authority for the parcel, acquisition costs and relocation expenses. Upon payment of the specified amount, the Council will discharge the loan.

4.02 Discharge Due to Changes in Plan for Highway. If the Council notifies the Recipient that the plan to construct the highway has been abandoned or the anticipated location of the highway has changed, the Recipient shall seek the prior approval of the Council to sell the acquired property. The Recipient shall repay to the Council, within thirty (30) days of receipt, the fair market value of the property as determined by sale of the property in accordance with the Recipient's procedures required for the disposition of real property. Upon payment of the specified amount, the Council will discharge the loan.

4.03 Discharge Due to Breach or Other Circumstances. If the property for any other reason is sold, or if the Recipient materially breaches any term of this agreement, the Recipient shall repay the amount specified in paragraph 1.02 for the purchase price of the property and the amount actually disbursed pursuant to paragraph 1.02 for acquisition costs. The Council agrees to notify the Recipient of any material breach of the agreement and to provide a reasonable opportunity for the Recipient to cure the breach. If the Recipient fails to cure the breach, the Recipient will repay the amount specified within thirty (30) days. Upon payment of the specified amount, the Council will discharge the loan.

V. GENERAL CONDITIONS

5.01 Duration of Agreement. The agreement is effective on the execution of this agreement and remains in force and effect until the loan is discharged.

5.02 Interest. The loan made in this agreement shall bear no interest.

5.03 Declaration of Restrictive Covenants. The Recipient agrees that it will execute, and cause to be recorded at its own expense, a declaration of restrictive covenants with reference to each parcel of land in which an interest is acquired in whole or in part from loan proceeds. The declaration of restrictive covenants shall be substantially in the form contained as a sample in Exhibit B, which is attached to and made a part of this agreement. It is the purpose of such declaration of restrictive covenants to limit the right of the Recipient to convey or encumber land or interests in land acquired with loan proceeds without the consent of the Council, and to insure that such lands and interests therein be devoted exclusively to the state highway purposes for which they were acquired.

5.04 Agreement to Convey. The Recipient agrees that upon the request of the authority authorized to construct the highway for which this right-of-way has been reserved, the Recipient will convey the property to the authority at the same price the Recipient paid for the property, including costs identified in paragraph 1.02 for acquisition costs.

5.05 Rights Reserved. If the Council finds that there has been a failure to comply with the provisions of this agreement, the Council reserves the right to take any and all actions as it deems necessary or appropriate to protect the Council's interest, provided that the Council agrees to notify the Recipient of any such failure to comply and to provide a reasonable opportunity to comply. The Recipient agrees that discharge of the loan does not invalidate continuing obligations imposed on the Recipient by this agreement. Termination of this agreement does not alter the Council's authority to disallow costs and recover funds on

the basis of a later audit or other review, and does not alter the Recipient's obligation to return any funds due to the Council as a result of later audits or corrections.

5.06 Amendments. The terms of this agreement may be changed by mutual agreement of the parties. Such changes shall be effective only upon the execution of written amendments signed by authorized representatives of the Council and the Recipient.

5.07 Compliance with Law. The Recipient agrees to conduct the activities contemplated by this agreement in compliance with all applicable provisions of Federal, state, and local laws. The Recipient further agrees to comply with all applicable laws relating to nondiscrimination, affirmative action, and public purchase, contracting, and employment. In particular, the Recipient agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, national origin, marital status, disability, status with regard to public assistance, membership or activity in a local civil rights commission, or age, and to take affirmative action that applicants and employees are treated equally with respect to all areas of employment, rates of pay and other forms of compensation, and selection for training.

5.08 Insurance. The recipient shall list Council as an additional named insured on Recipient's liability insurance policy, and Recipient represents to Council that Recipient carries liability insurance with the League of Minnesota Cities Insurance Trust (LMCIT) in an amount up to Recipient's statutory immunity.

5.09 Property Maintenance. The Recipient agrees to make reasonable efforts to maintain the property acquired with loan funds provided under this agreement in a manner compatible with the surrounding environment, as appropriate.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on the day and year first above written.

METROPOLITAN COUNCIL

Approved as to form:

Office of General Counsel

By Arlene McCarthy 7-18-06
Arlene McCarthy
Director of Transportation Services

Approved as to form:

City Attorney

CITY OF RAMSEY

By
Mayor, Tom Gamec

By
City Administrator, James E. Norman

Ramsey (Anchor's Away, 6745 Highway 10)

EXHIBIT A

LEGAL DESCRIPTION

LOT 2 BLOCK 1 DEAL INDUSTRIAL PARK

EXHIBIT B

AGREEMENT AND RESTRICTIVE COVENANT

THIS AGREEMENT is made and entered into this _____ day of _____, 2006, between the City of Ramsey, a Minnesota municipal corporation, ("the City"), and the Metropolitan Council, a political subdivision of the State of Minnesota, ("the Council").

WHEREAS, the City has acquired [describe nature of interest] in the real property described in Exhibit A attached hereto and incorporated herein; and

WHEREAS, the Council has contributed funds toward the acquisition of the City's interest in the real property pursuant to the Council's Loan Program and a Loan Agreement between the Council and the City as authorized by Minnesota Statutes section 473.167; and

WHEREAS, the Loan Program was established to provide for the acquisition of property within the right-of way of a state trunk highway shown on an official map when necessary to [avoid imminent conversion of such property to a use which would jeopardize the property's availability for highway construction OR to avoid hardship for owners of homestead property located in a proposed state trunk highway right-of-way or project].

NOW, THEREFORE, in consideration of the loan made by the Council to the City and in consideration of the mutual agreements and covenants, the Council and City agree as follows:

1. No sale, lease, mortgage, or other conveyance, nor the creation of any easement, restriction or other encumbrance against the real property described in Exhibit A shall be valid for any purpose unless the written approval of the Council, or its successors, is duly filed and recorded at the time of the filing and recording of the instrument to which such approval pertains.

2. The real property described in Exhibit A shall not be used for any purpose except the construction of TH 10 from approximately Armstrong Boulevard to the Ramsey-Anoka City boundary and bounded to the north by the BNSF rail line unless the Council, or its successors, shall consent to such other use or uses by instrument in writing duly filed and recorded and designating the nature, extent and duration of the use for which such consent is given.

This Agreement and Restrictive Covenant may be enforced by the Council, its successors, or by any citizen residing within the metropolitan area as defined by appropriate action in the courts of the State of Minnesota.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their respective names all as of the above date.

METROPOLITAN COUNCIL

By_____
Regional Administrator

CITY OF RAMSEY

By_____
Tom Gamec, Mayor

By_____
James E. Norman, City Administrator

ORDINANCE #24-11

CITY OF RAMSEY
ANOKA COUNTY
STATE OF
MINNESOTA

AN ORDINANCE AUTHORIZING THE CITY OF RAMSEY TO SELL/CONVEY FOURTEEN (14) PARCELS OF REAL PROPERTY.

The City of Ramsey Ordains:

SECTION 1. PURPOSE

It is the purpose of this Ordinance to authorize the City of Ramsey to convey certain real property which the City Council has determined is no longer necessary for the City's purposes. This Ordinance is adopted pursuant to and under the authority of Section 12.5 of the City Charter.

SECTION 2. SALE/CONVEYANCE AUTHORIZATION

The City Council hereby declares the following described real" property owned by the City, held for the Right-of-Way Acquisition Loan Fund (RALF), as surplus City owned land, no longer needed for current or future City functions or Right of Way for the Ramsey Gateway Highway 10 Project, and authorizes said property to be marketed for sale and conveyed/sold:

Property ID	Address or Nearby Roadway	General Description
28-32-25-43-0002	7443 Hwy 10 NW	Pt Lot 2, and Lot 3, Auditors Subdivision No. 34
34-32-25-22-0007	7039 Hwy 10 NW	Lot 2, Block 1, Kovar Addition
34-32-25-22-0009	XXXX Hwy 10 NW	Lot 4, Block 1, Kovar Addition
34-32-25-21-0103	XXXX Hwy 10 NW	Tract A, Registered Land Survey No. 249
34-32-25-21-0008	6745 Hwy 10 NW	Lot 2, Block 1, Deal Industrial Park
34-32-25-12-0009	6701 Hwy 10 NW	Lot 3, Block 1, Deal Industrial Park
34-32-25-12-0010	XXXX Hwy 10 NW	Outlot A, Deal Industrial Park
34-32-25-12-0013	6549 Hwy 10 NW FKA 6615	Lot 6 and Lot 7, Aud. Subdivision No. 30
35-32-25-23-0006	6201 Hwy 10 NW	Pt. of Lots 17 and 19 Aud. Subdivision No. 96
35-32-25-24-0001	XXXX Hwy 10 NW	Part of Lot 19, Auditors Subdivision No. 96
35-32-25-31-0007	6159 Hwy 10 NW	Part of Lot 17, Auditors Subdivision No. 96
35-32-25-31-0024	XXXX Hwy 10 NW	Tract C, Registered Land Survey No. 151
35-32-25-31-0027	6101 Hwy 10 NW	Lot 3, Block 1, Guy Addition
35-32-25-31-0028	6101 Hwy 10 NW	Lot 4, Block 1, Guy Addition

SECTION 3. TERMS OF SALE/CONVEYANCE

The City Council shall establish sale/conveyance terms and conditions in the future, at the time of purchase agreement negotiation, for each individual parcel identified in Section 2 of this Ordinance.

SECTION 4. EFFECTIVE DATE

This Ordinance becomes effective upon its passage and thirty (30) days after its publication

according to law, subject to City Charter Provision, Section 5.7.

PASSED by the City Council of the City of Ramsey, Minnesota, the 24th day of September, 2024

Mayor

ATTEST:

City Clerk

Introduction date: September 10, 2024
Posting dates: September 10, 2024 – September 25, 2024
Adoption date: September 24, 2024
Publication date: September 27, 2024
Effective date: October 28, 2024

CC Regular Session

Meeting Date: 01/27/2026

Primary Strategic Plan Initiative: Promote economic growth and development.

Title

Adopt Resolution #26-037 Approving Lease Amendment with Mille Lacs Motor Sports II for 6781 and 6745 Hwy10 NW

Purpose/Background:

PURPOSE:

Approve the attached First Amendment to Lease with Mille Lacs Motor Sports II for temporary use of city-owned land for outside storage space located adjacent to 6781 Highway 10.

BACKGROUND:

Mille Lacs Motor Sports II's primary location in Ramsey is 6781 Highway 10. Mille Lacs Motor Sports II (Powerlodge) has been leasing storage space from the city for several years. This lease is set to expire January 31, 2026. Power Lodge also leases 6701 and 6745 Hwy 10 but these properties are in the process of being purchased by MW Properties LLC in 2026. MW Properties has negotiated a lease with Power Lodge to continue leasing those properties. The vacant land used for outside storage by Power Lodge adjacent to 6781 Hwy 10, depicted as Areas A and B, the real estate being considered in the First Amendment to Lease. The additional 4-month extension being requested will give the City and Tenant time to evaluate purchase/improvement/vacation options for Areas A and B.

Notification:

N/A

Time Frame/Observations/Alternatives:

The attached First Lease agreement is an extension of the existing Lease with Mille Lacs Mototr Sports II for Areas A and B for 4 months. The remaining areas C,D, E and F are being removed from the lease due to pending property sale. to MW Properties LLC. The amendments to the lease are highlighted below:

1. Paragraph 3 **Term.** is hereby replaced in its entirety as follows:

1. The term of this Lease is from:

Lease Period: June 1, 2025 through January 31, 2026. Landlord shall have the right to extend the Lease on a month-to-month basis for a period of up to four (4) months (“Renewal Period”), on the same terms and conditions as set forth in the lease. The Lease shall automatically renew for the Renewal Period. Landlord shall have the right to terminate the Lease with fifteen (15) days written notice to Tenant at any time during the Renewal Period.

2. Paragraph 2 **Premises.** is hereby replaced in its entirety as follows:

2. **Premises.** Collectively, the “Premises” consists of the following two areas:

A. Outdoor storage area "A" consisting of a 22,000 square foot area within a parcel legally described as Tract A, Registered Land Survey No. 249, Anoka County, Minnesota, as shown on Exhibit A (PID 34-32-25-21-0103).
B. Outdoor storage area "B" consisting of a 15,000 square foot area within a parcel legally described as Tract A, Registered Land Survey No. 249, Anoka County, Minnesota, as shown on Exhibit A (PID 34-32-25-21-0103).

3. Paragraph 5 **Rent.** is hereby replaced in its entirety as follows:

5. **Rent.** Tenant covenants and agrees to pay to Landlord at the Landlord's Agent Office without demand, monthly rent in the following amounts:

Lease Term (February 1, 2026 through April 30, 2026): $4,625.00

All Rent shall be payable on the first day of each month during the Lease Term. If Landlord does not receive the full Rent by the fifth day of the month at 3:00 p.m., at the Landlord's Agent Office, Tenant must pay a $200.00 late fee as an additional rent. Rent is "paid" when Landlord receives it, not when mailed by the Tenant, date stamped by the Tenant, or sent by Tenant.

Tenant contemporaneously with the execution of this Lease shall deposit with Landlord the sum of Four Thousand Six Hundred Twenty-five and 00/100 Dollars ($4,625.00.) as first month's gross rent, receipt which is hereby acknowledged by the Landlord.

4. Paragraph 4 **Use.** is hereby replaced in its entirety as follows:

4. **Use.**

a. The Premises shall be used by Tenant as a commercial use for motor sports sales and storage (boats, ATVs, UTVs, snowmobiles, golf carts, etc.). Auto and motorcycle sales are not permitted.

b. Tenant will not make or suffer any unlawful or offensive use of the Premises or any use or occupancy thereof contrary to any federal law, state law or ordinance of the City of Ramsey now or subsequently hereto made. Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Premises; and if any increase in the in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to activity or equipment of Tenant in or about the Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefore and further, shall discontinue or cause the discontinuance of such conduct or shall remove such equipment upon Landlord's demand made at any time thereafter.

c. Tenant's use of the Premises shall be consistent with Exhibit A.

i. Outdoor Storage Area A is largely unimproved as of the commencement date of this Lease and does not comply with City zoning requirements. Within four months from the commencement of this Lease, the Tenant shall make all required improvements to bring Area A into compliance with city zoning ordinances. The Tenant is responsible for funding and constructing the required improvements which include, but are

not limited to: grading, storm water, asphalt paving, concrete curb/ gutter, screening, land use permit fees, land use application fees, and third-party professional service fees. If the Tenant defaults on this requirement, it shall immediately vacate Lease Area A.

ii. The area to the west of Outdoor Storage Area A is not part of this lease and cannot be used for any purpose by Tenant. Any vehicles or other items belonging to Tenant found on this non-leased area, or on any other property owned by Landlord but not leased by Tenant, is subject to removal by Landlord at Tenant's cost.

iii. The non-leased area south of Outdoor Storage Area B is a through way for movement of traffic. This area is not to be used for parking by Tenant, its agents, employees or invitees.

iv. A 15-foot-wide through lane must be maintained at all times in Outdoor Storage Areas A, B, C and D for emergency vehicles to get through the storage areas.

v. Tenant shall install/maintain a gated fence on the east side of Outdoor Storage Area D and provide a gate key to Landlord for emergency access.

d. Any sign, lettering, picture, notice or advertisement installed on or in any part of the Premises and visible from public areas must be approved by Landlord, which approval shall not be unreasonably withheld, and installed at Tenant's expense. Political signs are prohibited on the Premises. If this subparagraph is violated, Landlord may remove the sign(s) without liability and may charge the expense incurred by such removal to Tenant.

Alternatives Include:

1) Adopt Resolution #26-037 Approving Lease Amendment with Mille Lacs Motor Sports II for 6781 and 6745 Hwy10 NW (as presented); subject to City Attorney Review
2) Adopt Resolution #26-037 Approving Lease Amendment with Mille Lacs Motor Sports II for 6781 and 6745 Hwy10 NW (with changes); subject to City Attorney Review
3) Something else

Funding Source:

Lease Revenue. The revenue received from the lease is applied to City administrative costs, property maintenance and to reimburse the Right-of-Away Acquisition Loan Fund (RALF).

Recommendation:

Adopt Resolution #26-037 Approving Lease Amendment with Mille Lacs Motor Sports II for 6781 and 6745 Hwy10 NW (as presented); subject to City Attorney Review

OutcomeAction:

Motion to Adopt Resolution #26-037 Approving Lease Amendment with Mille Lacs Motor Sports II for 6781 and 6745 Hwy10 NW (as presented); subject to City Attorney Review

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Attachments

Site Location - Lease Reference Map

ACTION - Resolution #26-037

ACTION - First Amendment to Lease

Reference - Original Lease

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	01/22/2026 12:52 PM
Form Started By: Sean Sullivan		Started On: 01/21/2026 02:13 PM
Final Approval Date: 01/22/2026		

Lease Reference Map

A: 22,000 SF, Power Lodge, Outdoor

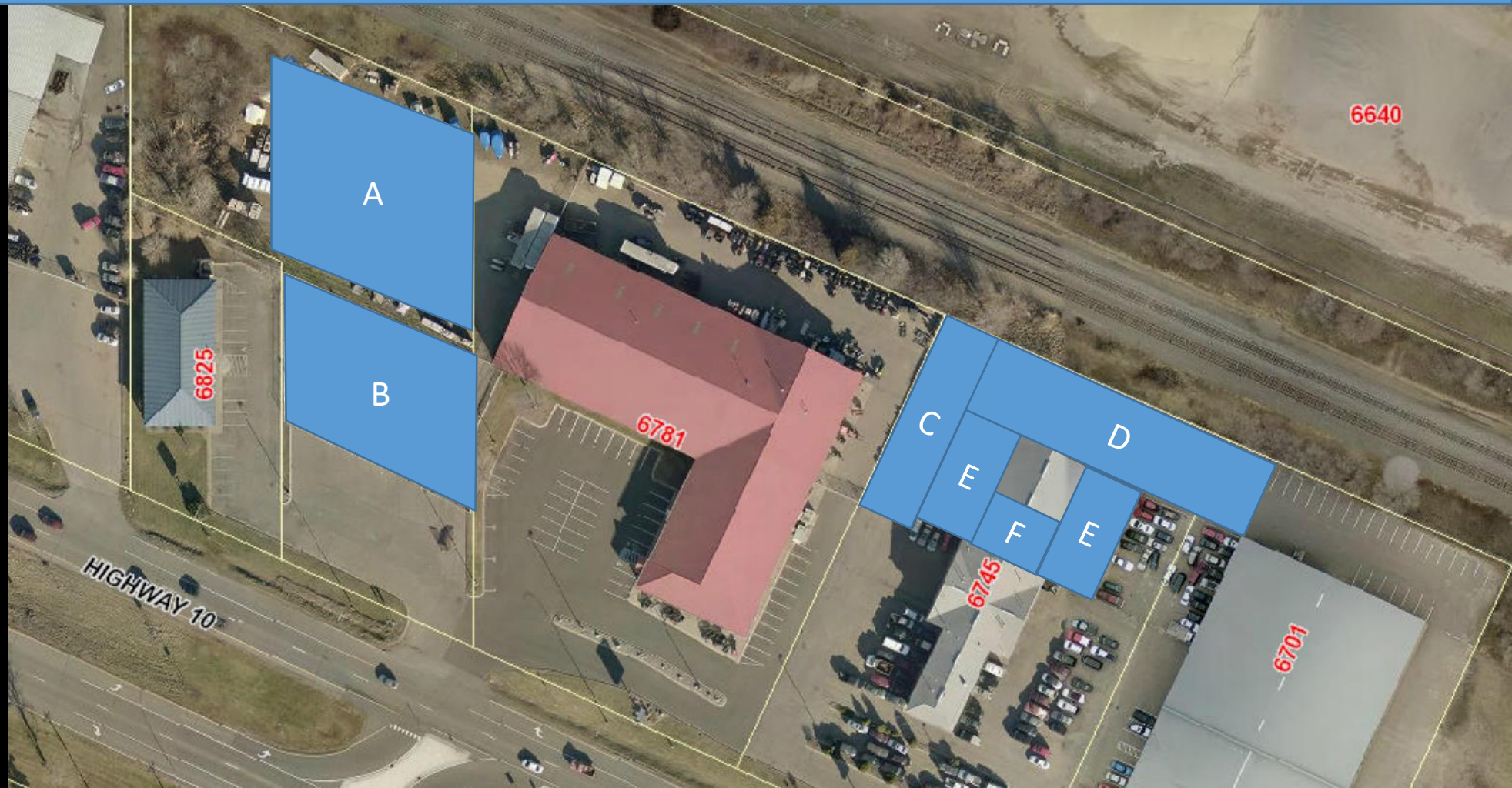
B: 15,000 SF, Power Lodge, Outdoor

C: 3,200 SF, Power Lodge, Outdoor

D: 12,000 SF, Power Lodge, Outdoor

E: 7,900 SF, Power Lodge, Indoor

F: 2,150 SF, RM Golf Carts, Indoor



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

RESOLUTION #26-037

RESOLUTION APPROVING FIRST AMENDMENT TO LEASE AGREEMENT OF 6781 AND 6745 HWY 10 NW WITH MILLE LACS MOTOR SPORTS II INC

WHEREAS, Mille Lacs Motor Sports, Inc. (the "Tenant") has leased indoor and outside storage space located at 6781 and 6745 Hwy 10 NW and depicted as "Area A, B, C, D and E" (the "Lease Space") on the attached lease agreement dated May 28, 2025 for several years; and

WHEREAS, Mille Lacs Motor Sports, Inc. has asked the City to consider a lease amendment to continue leasing Areas A and B depicted on Exhibit A of the First Amendment to Lease in order to figure out a long-term solution for Power Lodge in Ramsey; and

WHEREAS, Mille Lacs Motor Sports, Inc. (Power Lodge) has been a good tenant for the duration of its previous leases with the City and it current lease ends on February 1, 2026; and

WHEREAS, Mille Lacs Motor Sports II, Inc. has agreed to the terms in the attached Lease Agreement ($1.50 / SF for outside storage) including but not limited to the terms below:

Lease Term (February 1, 2026 through May 31, 2026): $4,625.00/month

WHEREAS, Mille Lacs Motor Sports II, Inc. is in Good Standing with the Secretary of State of Minnesota as of January 22, 2026.

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

1) That the City of Ramsey authorizes execution of the First Amendment to Lease Agreement with Mille Lacs Motor Sports, Inc.; subject to City Attorney review.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of January, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "**Amendment**") is entered into by and between the City of Ramsey, ("**Landlord**"), and Mille Lacs Motor Sports II, Inc., a Minnesota corporation, ("**Tenant**").

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease dated May 28, 2025 (the "**Lease**"), whereby Landlord leased to Tenant certain real property located at 6781 Highway 10 NW legally described as Tract A, Registered Land Survey No. 249, Anoka County, Minnesota, as shown on Exhibit A (PID 34-32-25-21-0103) and 6745 Hwy 10 NW, Ramsey, Minnesota legally described as Lot 2, Block 1, Deal Industrial Park, Anoka County, Minnesota, as shown on Exhibit A (PID 34-32-25-12-0008), as defined in Exhibit A of the Lease ("**Premises**") and attached hereto as Exhibit A; and

WHEREAS, Landlord and Tenant desire to modify the following terms of the Lease:

1. Term
2. Premises
3. Rent; and
4. Use of Premises,

pursuant to the terms and conditions set forth below.

AGREEMENT

1. Paragraph 3 **Term.** is hereby replaced in its entirety as follows:

   Term. The term of this Lease is from:

   Lease Period: June 1, 2025 through January 31, 2026. Landlord shall have the right to extend the Lease on a month-to-month basis for a period of up to four (4) months ("Renewal Period"), on the same terms and conditions as set forth in the Lease. The Lease shall automatically renew for the Renewal Period. Landlord shall have the right to terminate the Lease with fifteen (15) days written notice to Tenant at any time during the Renewal Period.

2. Paragraph 2 **Premises.** is hereby replaced in its entirety as follows:

   Premises. Collectively, the "Premises" consists of the following two areas:

   A. Outdoor storage area "A" consisting of a 22,000 square foot area within a parcel legally described as Tract A, Registered Land Survey No. 249, Anoka County, Minnesota, as shown on Exhibit A (PID 34-32-25-21-0103).

B. Outdoor storage area "B" consisting of a 15,000 square foot area within a parcel legally described as Tract A, Registered Land Survey No. 249, Anoka County, Minnesota, as shown on Exhibit A (PID 34-32-25-21-0103).

3. Paragraph 5 **Rent.** is hereby replaced in its entirety as follows:

Rent. Tenant covenants and agrees to pay to Landlord at the Landlord's Agent Office without demand, monthly rent in the following amounts:

Lease Term (February 1, 2026, through May 31, 2026): $4,625.00 per month

All Rent shall be payable on the first day of each month during the Lease Term. If Landlord does not receive the full Rent by the fifth day of the month at 3:00 p.m., at the Landlord's Agent Office, Tenant must pay a $200.00 late fee as an additional rent. Rent is "paid" when Landlord receives it, not when mailed by the Tenant, date stamped by the Tenant, or sent by Tenant.

Tenant contemporaneously with the execution of this Lease shall deposit with Landlord the sum of Four Thousand Six Hundred Twenty-five and 00/100 Dollars ($4,625.00.) as first month's gross rent, receipt which is hereby acknowledged by the Landlord.

4. Paragraph 4 **Use.** is hereby replaced in its entirety as follows:

Use.

A. The Premises shall be used by Tenant as a commercial use for motor sports sales and storage (boats, ATVs, UTVs, snowmobiles, golf carts, etc.). Auto and motorcycle sales are not permitted.

B. Tenant will not make or suffer any unlawful or offensive use of the Premises or any use or occupancy thereof contrary to any federal law, state law or ordinance of the City of Ramsey now or subsequently hereto made. Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Premises; and if any increase in the in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to activity or equipment of Tenant in or about the Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefore and further, shall discontinue or cause the discontinuance of such conduct or shall remove such equipment upon Landlord's demand made at any time thereafter.

C. Tenant's use of the Premises shall be consistent with Exhibit A.

i. Outdoor Storage Area A is largely unimproved as of the commencement date of this Lease and does not comply with City zoning requirements. Within four

months from the commencement of this Lease, the Tenant shall make all required improvements to bring Area A into compliance with city zoning ordinances. The Tenant is responsible for funding and constructing the required improvements which include, but are not limited to: grading, storm water, asphalt paving, concrete curb/ gutter, screening, land use permit fees, land use application fees, and third-party professional service fees. If the Tenant defaults on this requirement, it shall immediately vacate Lease Area A.

ii. The area to the west of Outdoor Storage Area A is not part of this lease and cannot be used for any purpose by Tenant. Any vehicles or other items belonging to Tenant found on this non-leased area, or on any other property owned by Landlord but not leased by Tenant, is subject to removal by Landlord at Tenant's cost.

iii. The non-leased area south of Outdoor Storage Area B is a through way for movement of traffic. This area is not to be used for parking by Tenant, its agents, employees or invitees.

iv. A 15-foot-wide through lane must be maintained at all times in Outdoor Storage Areas A, B, C and D for emergency vehicles to get through the storage areas.

v. Tenant shall install/maintain a gated fence on the east side of Outdoor Storage Area D and provide a gate key to Landlord for emergency access.

D. Any sign, lettering, picture, notice or advertisement installed on or in any part of the Premises and visible from public areas must be approved by Landlord, which approval shall not be unreasonably withheld, and installed at Tenant's expense. Political signs are prohibited on the Premises. If this subparagraph is violated, Landlord may remove the sign(s) without liability and may charge the expense incurred by such removal to Tenant.

5. This Amendment shall be binding upon and shall insure to the benefit of the parties, their heirs, successors and assigns.

6. If there is a conflict between the provisions of the Lease and this Amendment, the provisions of this Amendment shall control. All other terms and conditions of the Lease will remain in full force and effect.

[Remainder of Page Intentionally Blank]

IN WITNESS THEREOF, Landlord and Tenant have executed this Amendment with an Effective Date as of completion of the signatures below.

LANDLORD:

CITY OF RAMSEY

_____
Ryan Heineman, Mayor

Date:_____

_____
Brian Hagen, City Administrator

Date:_____

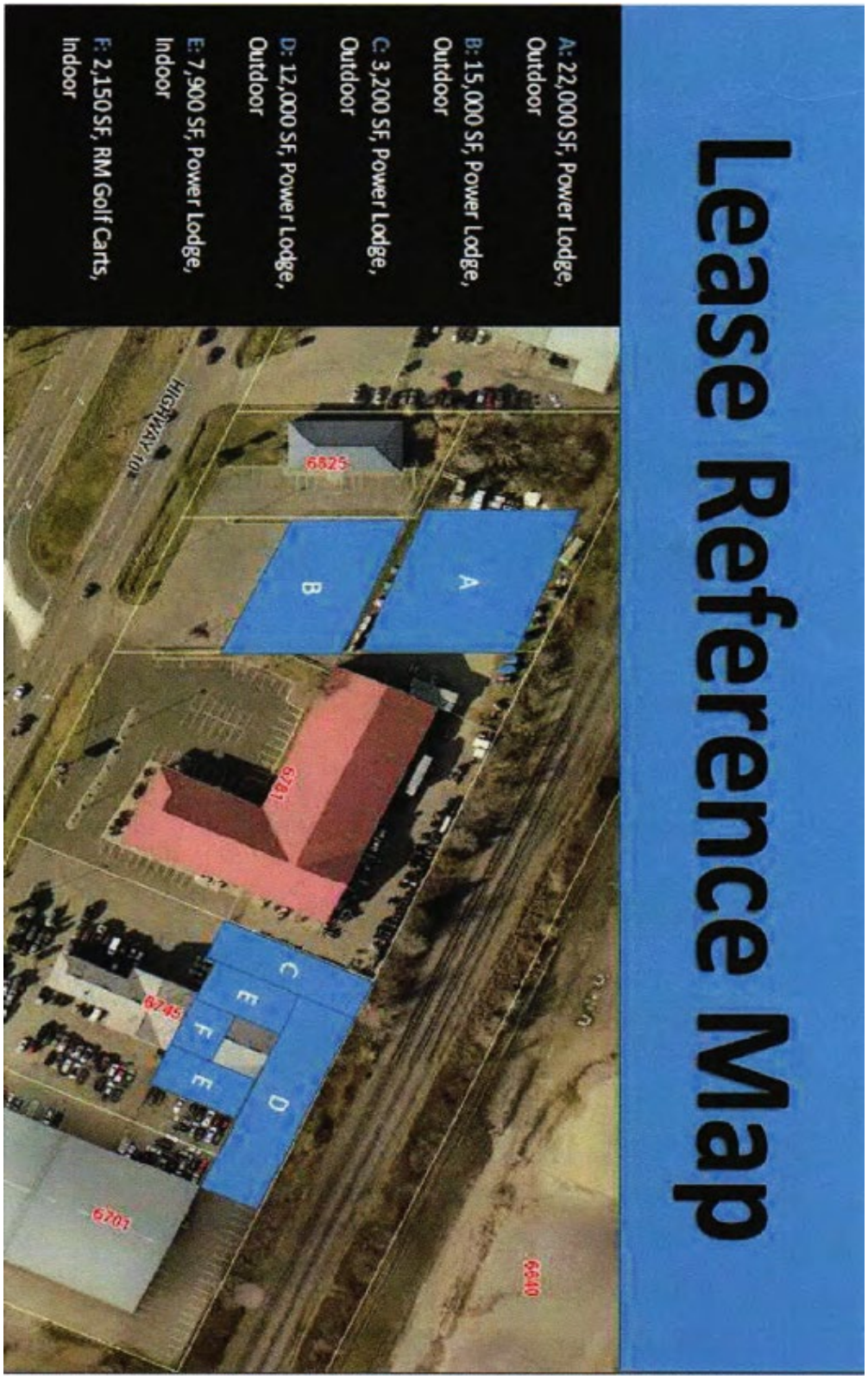
TENANT:

MILLE LACS MOTOR SPORTS II, INC.

_____
Tom Dehn, President

Date:_____

Exhibit A
Leased Premises (Areas A and B)



LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Lease") made as of this 28th day of May, 2025, is entered into by and between the **City of Ramsey**, a Minnesota municipal corporation, 7550 Sunwood Drive, Ramsey, Minnesota 55303 ("Landlord") and **Mille Lacs Motor Sports II, Inc.**, a Minnesota corporation, 6781 Highway 10, Ramsey, Minnesota 55303 ("Tenant").

IN CONSIDERATION OF the mutual agreements expressed herein, the parties agree as follows:

1. **Purpose.** Landlord is the fee owner of the Premises described in Paragraph 2 of this Agreement. Tenant desires to rent the Premises from Landlord for Tenant's use for recreational equipment sales and service. Landlord is willing to lease the Premises to Tenant pursuant to the terms and conditions of this Lease.

2. **Premises.** Collectively, the "Premises" consists of the following five areas:

   A. Outdoor storage area "A" consisting of a 22,000 square foot area within a parcel legally described as Tract A, Registered Land Survey No. 249, Anoka County, Minnesota, as shown on Exhibit A (PID 34-32-25-21-0103).

   B. Outdoor storage area "B" consisting of a 15,000 square foot area within a parcel legally described as Tract A, Registered Land Survey No. 249, Anoka County, Minnesota, as shown on Exhibit A (PID 34-32-25-21-0103).

   C. Outdoor storage area "C" consisting of 3,200 square foot area within a parcel legally described as Lot 2, Block 1, Deal Industrial Park, Anoka County, Minnesota, as shown on Exhibit A (PID 34-32-25-12-0008).

   D. Outdoor storage area "D" consisting of 12,000 square foot area within a parcel legally described as Lot 2, Block 1, Deal Industrial Park, Anoka County, Minnesota, as shown on Exhibit A (PID 34-32-25-12-0008).

   E. Indoor storage area "E" consisting of 7,900 square feet split between two areas within the rear building on the parcel legally described as Lot 2, Block 1, Deal Industrial Park, Anoka County, Minnesota, as shown on Exhibit A (PID 34-32-25-12-0008).

3. **Term.** The term of this Lease is for a period of seven months, commencing on June 1, 2025 (the "Commencement Date") and ending at midnight on January 31, 2026, unless extended by written agreement of both parties or sooner terminated as provided herein ("Lease Term"). If Tenant desires to end this Lease, Tenant may do so by providing Landlord with 90 days prior written notice. Notwithstanding the Lease Term, Landlord may terminate this Lease at any time at Landlord's sole option upon 90 days prior written notice to Tenant.

4. **Use.**

a. The Premises shall be used by Tenant as a commercial use for motor sports sales and service (boats, ATVs, UTVs, snowmobiles, golf carts, etc.). Auto and motorcycle sales are not permitted.

b. Tenant will not make or suffer any unlawful or offensive use of the Premises or any use or occupancy thereof contrary to any federal law, state law or ordinance of the City of Ramsey now or subsequently hereto made. Tenant will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Premises; and if any increase in the in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to activity or equipment of Tenant in or about the Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment and, as a result thereof, Tenant shall be liable for such increase and shall reimburse Landlord therefore and further, shall discontinue or cause the discontinuance of such conduct or shall remove such equipment upon Landlord's demand made at any time thereafter.

c. Tenant's use of the Premises shall be consistent with Exhibit A.

    i. Outdoor Storage Area A is largely unimproved as of the commencement date of this Lease and does not comply with City zoning requirements. Within two years from the commencement of this Lease, the Tenant shall make all required improvements to bring Area A into compliance with city zoning ordinances. The Tenant is responsible for funding and constructing the required improvements which include, but are not limited to: grading, storm water, asphalt paving, concrete curb/ gutter, screening, land use permit fees, land use application fees, and third-party professional service fees. If the Tenant defaults on this requirement, it shall immediately vacate Lease Area A.
    ii. The area to the west of Outdoor Storage Area A is not part of this lease and cannot be used for any purpose by Tenant. Any vehicles or other items belonging to Tenant found on this non-leased area, or on any other property owned by Landlord but not leased by Tenant, is subject to removal by Landlord at Tenant's cost.

iii. The non-leased area south of Outdoor Storage Area B is a through way for movement of traffic. This area is not to be used for parking by Tenant, its agents, employees or invitees.
iv. A 15-foot-wide through lane must be maintained at all times in Outdoor Storage Areas A, B, C and D for emergency vehicles to get through the storage areas.
v. Tenant shall install a gated fence on the east side of Outdoor Storage Area D and provide a gate key to Landlord for emergency access.
vi. RM Golf Carts leases Indoor Storage Area F. Tenant shall provide a license to RM Golf Carts for ingress/egress through Outdoor Storage Area D to allow access to Area F.

d. Any sign, lettering, picture, notice or advertisement installed on or in any part of the Premises and visible from public areas must be approved by Landlord, which approval shall not be unreasonably withheld, and installed at Tenant's expense. Political signs are prohibited on the Premises. If this subparagraph is violated, Landlord may remove the sign(s) without liability and may charge the expense incurred by such removal to Tenant.

5. **Rent.** Tenant covenants and agrees to pay to Landlord at the Landlord's Agent Office without demand, monthly rent in the following amounts:

Lease Term (June 1, 2025 through January 31, 2026): $5,717.85

All Rent shall be payable on the first day of each month during the Lease Term. If Landlord does not receive the full Rent by the fifth day of the month at 3:00 p.m., at the Landlord's Agent Office, Tenant must pay a $200.00 late fee as an additional rent. Rent is "paid" when Landlord receives it, not when mailed by the Tenant, date stamped by the Tenant, or sent by Tenant.

Tenant contemporaneously with the execution of this Lease shall deposit with Landlord the sum of Five Thousand Seven Hundred Seventeen and 85/100 Dollars ($5,717.85.) as first month's gross rent, receipt which is hereby acknowledged by the Landlord.

6. **Additional Rent.** In addition to the Rent set forth in Paragraph 5 of this Lease, Tenant covenants and agrees to pay as additional rent all monies required to be paid by Tenant as set forth in the balance of this Lease. Specifically, but not by way of limitation, the reasonable value of any action taken or materials used by Landlord to correct or mitigate any violations of this Lease by the Tenant shall be deemed additional rent and charged to Tenant payable with the Rent as set forth in Paragraph 5.

7. **Utilities and Trash Removal.** Tenant is solely responsible for paying for all utilities servicing the Premises, including but not limited to, water, natural gas and electricity. Tenant is also responsible for paying for the removal of all trash and recycling materials generated as a result of Tenant's use of the Premises. Landlord is not responsible for any interruption in such services beyond the reasonable control of Landlord.

8. **Real Estate Taxes and Special Assessments.** Landlord is responsible for the payment of all real estate taxes and special assessments pertaining to the Premises during the Lease Term. Tenant is responsible to pay the City's quarterly Stormwater Management Fee.

9. **Repair and Maintenance.** Except as otherwise provided herein, Tenant shall keep in good order and repair the entire Premises, at its sole cost, ordinary wear and tear excepted. Tenant shall keep the abutting parking areas free of ice and snow. The Tenant is responsible for snow removal. Tenant accepts the Premises AS IS as of the date of commencement of this Agreement. Tenant may, but is not obligated to, maintain and repair the roof, building foundation and parking lot. Tenant acknowledges that the indoor and outdoor areas are leased to Tenant AS IS and Landlord is not obligated to repair those portions of the Premises absent a separate, mutual, written agreement with Tenant. Notwithstanding any other term of this Agreement, if the roof or building foundation fails so as to render the Premises substantially unusable, Tenant may terminate this Agreement.

If Tenant fails, refuses or neglects to maintain or repair the Premises as required in this Lease after written notice is given to the Tenant by Landlord, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay to Landlord all costs plus 15% overhead incurred by Landlord in making such repairs upon presentation to Tenant of the bill therefore.

10. **Tenant's Improvements, Alterations and Remodeling.** Tenant shall be permitted to perform improvements, alterations or remodeling on or to the Premises consistent with its intended use thereof; provided however, that such improvements shall be done at the sole expense of Tenant and provided that any single improvement reasonably expected to exceed $2,500.00 in cost may be done only with Landlord's prior written consent. Notwithstanding the above, Tenant shall not make any alterations to the structure, plumbing, electrical, or HVAC systems of the Indoor Storage Area (Area E) without the prior written consent of Landlord.

11. **Assignment or Subletting.** Tenant may not assign, transfer, mortgage or encumber this Lease, and may not sublet, rent or permit occupancy or use of the Premises, or any part thereof, by any third party without Landlord's written consent; no assignment or transfer of this Lease shall be effectuated voluntarily, by operation of law, or otherwise. Any of the foregoing will hereinafter be referred to as an "Assignment" for purposes of this Lease. Tenant is solely responsible for any acts or omissions of any sublessee that violate the terms of this Lease Agreement, and any enforcement of the Lease Agreement by Landlord shall be brought against Tenant.

12. **Destruction of Premises.** If the Premises are totally destroyed (or so substantially damaged as to be wholly untenable) by storm, fire, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and Rent shall be accounted for between Landlord and Tenant as of that date. If the Premises are damaged but not rendered wholly untenable and the damage can be fully repaired within 90 days from the date of the damage, Rent shall abate in proportion as the Premises have been damaged, and Landlord shall restore within said 90-day time limit, whereupon payment of full Rent shall re-commence.

In the event Landlord fails or refuses to fully repair the Premises within said 90 days, Tenant may terminate this Lease.

13. **Removal of Fixtures.** Unless otherwise approved by Landlord, Tenant must, prior to the termination of this Lease, remove all fixtures and equipment which Tenant has placed in or on the Premises. Tenant must repair all damage caused by removal of fixtures or equipment.

14. **Entry by Landlord.** Landlord or its agents or representatives may enter the Premises at all reasonable hours to inspect the same, clean, make repairs, alterations and additions thereto or exhibit the Premises to prospective tenants, purchasers or others, or for other reasonable purposes as Landlord may deem necessary or desirable, and Tenant shall not be entitled to any abatement or reduction of Rent, or any other sums due. Tenant waives any claim for damages or for any injury or inconvenience or for interference with Tenant's business, and any other loss occasioned thereby.

15. **Default.** If Tenant defaults for 10 days after written notice from Landlord in paying any Rent, including additional rent, or if Tenant shall be declared bankrupt or insolvent according to law or if Tenant shall make an assignment for the benefit of its creditors or if Tenant shall violate or default in any other covenants, agreements, stipulations or conditions herein and such violation or default shall continue for 10 days after written notice from Landlord of such violation or default, then and in such case Landlord lawfully may immediately, or at any time thereafter, and without notice or demand, enter into and upon the Premises, or any part thereof, in the name of the whole, and repossess the same and expel Tenant and those claiming under it and remove their effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass, and prejudice, and Landlord shall have all remedies and recourse which might otherwise be used by Landlord for arrears of Rent or any breach of covenants contained in this Lease.

16. **Quiet Enjoyment.** Landlord covenants and agrees to allow Tenant to peacefully have, hold and enjoy the Premises during the Lease Term, provided that Tenant pays the Rent set forth herein and performs all of Tenant's other agreements and obligations set forth herein.

17. **Nuisance.** Tenant shall conduct its business and control its agents, employees, invitees and visitors in such a manner as not to create waste, odors, nuisance, or interfere with, annoy or disturb any other tenant of Landlord in its operation of the Premises.

18. **Hold Harmless and Liability Insurance.** Except in the case of the negligence of Landlord, its agents or its employees, Tenant agrees to indemnify, save, hold harmless and defend Landlord against all claims, losses or liabilities for injury or death to any person or for damage to or loss of use of any property arising or resulting from the occupancy or use by Tenant of the Premises, including occupancy or use by Tenant's sublessee. Landlord shall not be liable to Tenant, its agents, employees, representatives, customers or invitees for any personal injury, death or damage to property caused by theft, burglary, water, gas, electricity, fire or for any other cause occurring on or about the Premises. All property kept, stored or maintained in the Premises shall be so kept, stored or maintained at the sole risk of the Tenant. Tenant further

agrees to indemnify, defend and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. Further, in no event shall Landlord be liable for damages caused by Tenant or Tenant's employees or agents. The provisions of this Paragraph shall survive the expiration or termination of this Lease with respect to any damage, injury, death, breach or default occurring prior to such expiration or termination.

During the Lease Term and any extension thereof, Tenant shall at all times have in full force and effect a policy of general public liability insurance in the amount of the greater of $2,000,000.00 or the maximum liability for tort liability pursuant to Minnesota Statutes Section 466.04 and any amendments thereto, which insurance shall insure Landlord and Tenant against liability for acts of Landlord and Tenant.

19. **Hazard Insurance.** It shall be the responsibility of Landlord to keep the Premises and its interest therein covered by hazard insurance against loss or damage by fire and other perils. Landlord shall provide to Tenant copies of such insurance policies upon reasonable request of Tenant.

Tenant shall, at its expense, maintain a policy or policies of insurance insuring the Premises against loss or damage by fire, expulsion or other insurable hazards and contingencies for the full insurable value of Tenant's improvements to the Premises and Tenant's personal property.

20. Security and Damage Deposit. Tenant's has an existing deposit $2,500.00 with Landlord as security and damage deposit for the faithful performance of this Lease Agreement, with a credit for any amount previously deposited. Tenant shall supplement Landlord may commingle the deposit with its own funds and use such deposit for any purpose. In the event Tenant fails to perform or fulfill any of the terms of this Lease Agreement, Landlord, either with or without terminating this Lease Agreement, may apply such portion of said deposit as may be necessary to compensate or repay Landlord for all losses or damages sustained or to be sustained by Landlord due to such breach by Tenant, including overdue and unpaid rent and any other sum payable by Tenant to Landlord pursuant to the provisions of this Lease, damages or deficiencies in the reletting of the Premises, and reasonable attorney's fees incurred by Landlord. Should the entire deposit or any portion thereof, be appropriated and applied by Landlord, Tenant, upon written demand by Landlord, shall remit to Landlord a sufficient amount of cash to restore said security deposit to the original sum deposited, and Tenant's failure to do so within 30 days after receipt of such demand shall constitute a breach of this Lease. Said security deposit together with any interest thereon as required by law shall be returned to Tenant less any depletion as a result of the provisions of this paragraph, at the end of the term of this Lease or any renewal thereof, or upon the earlier termination of this Lease.

21. **Time of the Essence.** Time is of the essence with regard to this Lease and the terms therein.

22. **Relationship of Parties.** This Lease shall create the relationship of Landlord and Tenant between the parties and none other.

23. **Holding Over.** If Tenant remains in possession of the Premises, or any part thereof, after the expiration or termination of the Lease Term with the express written consent of Landlord, Tenant shall be deemed to be occupying the Premises as a Tenant at will, subject to all the conditions, provisions and obligation of this Lease insofar as the same can be applicable to a tenant at will; provided, however, that the Rent required to be paid by Tenant during any holdover period shall be a minimum of 1.5 times the monthly Rent which Tenant was obligated to pay for the month immediately preceding the end of the Lease Term, for each month or any part thereof, of any such holdover period. In the event of holding over by Tenant after expiration or termination of this Lease without the written consent of Landlord, Tenant shall be in breach of this Lease and Landlord shall be entitled to all of its rights and remedies under this Lease, in law, or in equity. No holding over by Tenant after the Lease Term shall operate to extend the Lease Term or renew this Lease. In the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Premises covered hereby effective upon the expiration or termination of the Lease.

24. **Surrender of Premises.** At the termination of this Lease, Tenant shall surrender the Premises and all keys thereof to Landlord.

25. **Eminent Domain.** If the entire Premises are taken by any public authority under the power or threat of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority, and the Landlord shall make a pro rata refund of any Rent that has been paid in advance by Tenant for a period beyond the date of the taking. In the event that less than the entire Premises is so taken and provided the Premises are not rendered untenable thereby, then this Lease shall terminate only at the option of the Landlord. In the event that only a part of the Premises is so taken and that this Lease does not so terminate, there shall be a pro rata reduction in Rent to the extent that such taking interferes in any way with Tenant's use of the Premises, and all other terms and provisions of this Lease shall remain in full force and effect. All damages awarded for such taking shall belong to and be the property of the Landlord, irrespective of the basis on which they were awarded.

26. **Subordination.** Tenant agrees that, at the Landlord's election, this Lease shall be subordinate to any land Lease or mortgage now on or to be placed in the future on the Premises or Building and to any and all advances to be made thereunder and to the interest thereon and to all renewals, replacements and extensions thereof, provided that such subordination shall not materially affect either party's obligations under this Lease. Tenant hereby appoints Landlord as its attorney-in-fact to execute such documents as may be required to accomplish such subordination.

27. **No Waiver.** No reference to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled ether at law or in equity. Landlord's failure to insist upon a strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right or option; but the same shall remain in full force and effect.

28. **Captions.** The captions and headings herein are for convenience and reference only.

29. **Brokers.** Each of the parties represents and warrants to the other that there are no claims for brokerage commission or finder's fees in connection with the execution of this Lease other than Premier Commercial Realty; which represents the Landlord. Both parties agree to indemnify the other against, and hold it harmless from, all liabilities arising from any other such claims including, without limitation, reasonable attorney's fees in connection therewith.

30. **No Partnership.** This Lease does not create a joint venture or partnership relation between the parties hereto.

31. **Hazardous Materials.** In the event Hazardous Material is brought or caused to be brought into or onto the Premises by Tenant, Tenant shall handle any such material in compliance with all applicable federal, state and/or local regulations. For purposes of this paragraph, Hazardous Material means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purpose of) the Comprehensive Environmental Response, Compensation and Liability Act, and so-called Superfund law, or any federal state or local statute, law, ordinance, code rule regulation, order or decree relating to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect. Tenant will indemnify and hold harmless Landlord from any losses, liabilities, damages, costs or expenses (including reasonable attorney's fees) which Landlord may suffer or incur as a result of Tenant's introduction into or onto the Premises, of any Hazardous Material. This paragraph shall survive expiration or termination of this Lease.

32. **Notices.** All communications, demands, notices or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Lease at the addresses set forth below for each party, or if to a person not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner.

Landlord:	City Administrator City of Ramsey 7550 Sunwood Drive Ramsey, Minnesota 55303
Landlord's Agent	Premier Commercial Realty 299 Coon Rapids Blvd. NW Coon Rapids, MN 55433
Tenant:	Mille Lacs Motor Sports II, Inc. 6781 Highway 10 N.W. Ramsey, MN 55303

Either party may, by written notice to the other party, designate a different address to which notices must be sent. Such written notice designating a different address must state the party's newly designated address, and must be provided by following the above notice requirements. Commencing on the 10th day after a party gives notice designating a new address to which notices must be sent, the newly designated address shall be the party's address for the purpose of all communication, demands, notices or objections permitted or required to be given or served under this Lease.

33. **Force Majeure.** The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, except for the payment of monies, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse or structures, riot, war, labor and/or legal disputes, delays or restrictions by government bodies, inability to obtain or use necessary materials or any cause beyond the reasonable control of such party, provided however that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay.

34. **Minnesota Law.** This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota. The parties agree that the Minnesota state courts will have exclusive jurisdiction over any dispute arising out of this Lease.

35. **Entire Agreement.** This Lease constitutes the entire agreement between the parties relating to the subject matter described herein. The terms of this Lease are contractual and are intended to be legally binding. This Lease supersedes any and all prior agreements between the parties relating to the subject matter described herein. No party has relied upon any statements, representations, or promises that are not set forth in this Lease. No changes to this Lease will be valid or enforceable unless they are in writing and signed by all of the parties.

36. **Equal Drafting.** In the event any party asserts a provision of this Lease is ambiguous, this Lease must be construed to have been drafted equally by the parties.

37. **Savings Clause.** Each provision of this Lease is separate and distinct and individually enforceable. In the event any provision hereof or the application of any such provision under any circumstance is declared to be unlawful or invalid, the enforceability of all the other provisions shall not be affected.

38. **Counterparts.** This Lease may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute a single agreement.

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

40. **Movement of Tenant.** During the term of the Lease, Landlord may require Tenant to move from the Tenants Premises to an adjacent Property called 6701 Highway 10, Ramsey, Minnesota. Tenant would be required to move at Tenant's sole expense. Landlord will provide Tenant similar access, ingress/egress and Premises conditions as the current Premises at 6745 Highway 10. The Lease rates in the new Premises will not change upon Tenant's relocation. The new Premises will not have interior walls demarking the respective leased areas and Landlord will be allowed to lease the additional area to other Tenants.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the date and year first above written.

Landlord's Address:

City Administrator
7550 Sunwood Drive
Ramsey, Minnesota 55303

CITY OF RAMSEY

By: _____
Ryan Heineman, Mayor

ATTEST:

By: _____
Brian Hagen, City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 20th day of May, 2025, by Ryan Heineman, The Mayor and Brian Hagen, the City Administrator, of the City of Ramsey, a Minnesota municipal corporation, under the laws of the State of Minnesota on behalf of the corporation.

_____
Notary Public

SEAN M SULLIVAN
Notary Public
Minnesota
My Commission Expires January 31, 2030

Tenant's Address:

6781 Highway 10 N.W.
Ramsey, Minnesota 55303

MILLE LACS MOTOR SPORTS, INC.

By: _____
Tom Dehn
Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 21 day of May, 2025, by Tom Dehn, the President of Mille Lacs Motor Sports, Inc., a Minnesota corporation, under the laws of the State of Minnesota on behalf of the corporation.

_____
Notary Public

WENDY K SCHLUETER
Notary Public
Minnesota
My Commission Expires January 31, 2029

Exhibit A

Lease Reference Map
A: 22,000 SF, Power Lodge, Outdoor
B: 15,000 SF, Power Lodge, Outdoor
C: 3,200 SF, Power Lodge, Outdoor
D: 12,000 SF, Power Lodge, Outdoor
E: 7,900 SF, Power Lodge, Indoor
F: 2,150 SF, RM Golf Carts, Indoor
HIGHWAY 10
6825
6781
6745
6701
6640
A
B
C
D
E
F

CC Regular Session

Meeting Date: 01/27/2026

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

Title:

Introduce Ordinance #26-02, Repealing and Replacing Chapter 10 for Animal Regulations

Purpose/Background:

This case pertains to a repeal of the current Ramsey City Code Chapter 10 and the concurrent replacement of Ramsey City Code Chapter 10 as part of the Animal Code Update.

The Animal Code is intended to work in tandem with Zoning, Building, and Nuisance Codes to regulate the keeping of animals in the City of Ramsey. Ramsey's Animal Code was first established in 1967, when Ramsey was still a township. Several amendments to this code have taken place since then, with significant overhauls in 1974 (in preparation for Ramsey's incorporation), 1978 (the first major city-wide recodification), 1988 (#88-2), 1990 (#90-11), 2002 (#02-05, #02-06, and #02-07), 2015 (#15-12) and 2022 (#22-03), and other significant amendments in 2008 (#08-09), 2012 (#12-06 and #12-11) 2021 (#21-08), 2024 (#24-03), and 2025 (25-05).

Over the past few years, Staff in the Community Development and Police Departments have received several complaints, comments, and questions regarding our current animal regulations. A majority of the feedback received from members of the public indicated that the existing Code is difficult to navigate, has many inconsistent terms and regulations, has some complex and burdensome regulations, and lacks adequate language to handle habitual noise and other animal-related nuisances. City Staff have met regularly to discuss various aspects of the existing Code and determine what should be kept, modified, added, or deleted in the proposed Code in response to our residents. These meetings regularly included the City Planner and Community Service Officers, with additional participation and input from staff in the Planning, Code Enforcement, and the Police Department. The meetings centered around the strengths, weaknesses, and opportunities of the existing Code while addressing Ramsey's vision for the future.

The goals of updating the Code include the following:

- Addressing concerns and questions from residents, such as:
  - Addressing noisy animals, including roosters and crowing hens;
  - Removing the provision requiring animal units to round down to the nearest quarter-acre, thus allowing residents more flexibility for the keeping of animals, such as poultry and fowl;
  - Simplifying the "animal unit" structure to make it easier for residents to read and understand what animals (and how many) they can keep on their property;
  - Codifying how Staff determines the allowable number of animals per property area for consistency and transparency;
  - Aligning barn, stable, and enclosure setbacks with accessory structure setbacks in Chapter 106 for consistency and flexibility;
  - Adjusting the remaining regulations from the Horse Care Commission to address current concerns about manure, transportation, and damage to public property from any animal;
  - Consolidating performance, maintenance, and care standards for all animals to reduce redundancy and inconsistencies between each allowable species; and
  - Improving processes to align with current practices and capacity amongst Community Development and Police Staff.
- Consistency in terms and definitions
- Consistency in interpretation and administration

- Clear purpose and intent of the code
- Clear distinctions between what animals (and how many) are allowed on properties of all sizes
- Streamlined processes for dangerous and potentially dangerous dogs, private kennel licenses, and non-traditional animal licenses.
- Easier and improved ability to read and understand the code for all users (including residents and Staff).

At the City Council work session on November 25, 2025, Staff discussed various topics pertaining to animal regulations. Feedback and comments from the City Council have been incorporated into the draft Code.

There are two attached draft codes for reference. The clean draft is in ordinance form. The marked-up draft is color-coded to show where the language came from for transparency.

- Existing text to be retained is noted in black font.
- New text to be added is noted in blue font.
- Text that is rephrased or restructured, but that retains the general intent of current regulations, is noted in gold font.
- Text that is proposed for deletion is noted in red strike-through font.

Much of the language is retained from the existing Code, with some rearrangements and consolidations of duplicated language. There is also a substantial amount of new language added to the Code. These sections were created by City Staff and cross-referenced with various codes of nearby cities. There are several portions that are proposed for deletion. The current marked-up draft has several parts shown in a red strike-through font for transparency that Staff did not propose to keep these portions of the Code language. The clean draft and Ordinance are in black typeface with all deleted text removed for clarity.

As was the case with the Zoning Code update in 2023 and the Sign Code update in 2025, most property owners will not experience any negative impacts as bulk standards will remain essentially the same or become slightly less restrictive.

Notification:

A copy of the Ordinance will be posted on the bulletin board in the lobby of City Hall on the day of the introduction, and Staff will maintain this posting until the day after the adoption.

Time Frame/Observations/Alternatives:

Introduction date: 1/27/2026
Ordinance posting dates: 1/27/2026 to 2/11/2026
Adoption date: 2/10/2026
Publication date: 2/13/2026
Effective date: 2/13/2026

This ordinance becomes effective upon publication, subject to City Charter Section 5.07.

Alternatives to consider:

1. Introduce the ordinance as recommended by Staff.
2. Introduce the ordinance with modifications the Council sees appropriate.
3. Deny the ordinance and keep the existing language in place.

Funding Source:

The Animal Code Update is being handled through Staff's normal duties. All work has been done in-house by Planning and Police staff without the use of consultants, aside from assistance by the City Attorney.

Recommendation:

Staff recommends approval of the proposed ordinance.

Outcome/Action:

Motion to waive the City Charter requirement to read the ordinance aloud and introduce Ordinance #26-02, Repealing and Replacing Chapter 10 for Animal Regulations.

Roll call vote.

Attachments

Ordinance #26-02
Draft Animal Code - Marked-Up
Draft Animal Code - Clean
Existing Animal Regulations - Chapter 10

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	01/22/2026 02:07 PM
Form Started By: Adam Martin		Started On: 01/12/2026 10:35 AM
Final Approval Date: 01/22/2026		

ORDINANCE #26-02
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE REPEALING AND REPLACING CHAPTER 10 FOR ANIMAL REGULATIONS

The City Council of Ramsey ordains:

SECTION 1. AUTHORITY

This Ordinance is adopted pursuant to and under the authority of the City Charter of the City of Ramsey.

SECTION 2. AMENDMENT

The current City Code Chapter 10 is hereby repealed and replaced with the contents found in Attachment A to this Ordinance.

SECTION 3. SUMMARY

The following official summary of Ordinance #26-02 has been approved by the City Council of the City of Ramsey as clearly informing the public of the intent and effect of the Ordinance:

"The purpose of this ordinance #26-02 is to repeal and replace the entirety of Chapter 10 (Animal Code)."

SECTION 4. EFFECTIVE DATE

This Ordinance becomes effective upon publication, subject to City Charter Section 5.07.

PASSED by the City Council of the City of Ramsey, Minnesota the ___ day of _____, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Introduction date: January 27, 2026

Posting dates:
Adoption date:
Publication date:
Effective date:

Key

Black text is copied verbatim from existing code regulations, though it may be in a different spot than it was previously.

Blue text is newly added to the code, typically using standards from other cities. I will add comments to explain which cities I'm referencing.

Gold text is paraphrased from another chapter of City Code to keep this chapter consistent with other recent updates.

Red strikethrough text is existing language proposed for removal.

Magenta text is a reference to myself for language that I need to wordsmith with assistance from other staff.

Chapter 10 ANIMALS[i]

ARTICLE I. - IN GENERAL

Sec. 10-1. – Title.

This chapter may be known, cited, and referred to as the "Ramsey Animal Code" or "animal code", except as referred to herein where it may be known as "this chapter."

Sec. 10-2. – Purpose.

The purpose of this chapter is to protect and promote the general welfare, health, safety and order within the city through the establishment of a comprehensive and impartial series of standards, regulations and procedures governing the keeping and care of animals on all properties within the City of Ramsey. The provisions of this chapter are intended to encourage residents to keep, care for, and raise animals with a reasonable degree of freedom of choice, while at the same time assuring that the public health and welfare is not endangered.

Sec. 10-3. – Coordination with other codes.

This chapter is intended to work in tandem with the adopted city zoning code, state building codes, state fire codes, Minnesota Statutes, and any locally-adopted optional chapters as amended from time to time. It is also intended to work in tandem with the regulations set forth from the local watershed management organization and the Minnesota Pollution Control Agency. Nothing in this chapter is intended to preclude or supersede any requirements in those codes or regulations.

Sec. 10-4. – Rules of construction and interpretation.

(1) Conflicting conditions. Where the conditions imposed by any provision of this chapter are either more or less restrictive than comparable conditions by another provision of this chapter or by other chapters of this Code, rule or regulation of the city, the provision which imposes the more restrictive condition, standard, or requirement shall prevail.

(2) Language rules of construction. The language set forth in the text of this chapter shall be interpreted in accordance with the following rules of construction:

a. All measured distances expressed in feet shall be the nearest tenth of a foot. All measured areas expressed in acres shall be the nearest hundredth of an acre. All distances unless otherwise specified shall be measured horizontally.

b. The present tense includes the past and future tenses; and the future tense includes the present tense.

c. The singular number includes the plural; and the plural number includes the singular.

d. The words "shall" and "must" are mandatory and the words "should" and "may" are permissive.

Sec. 10-5. – Definitions.

Animal means every living creature except members of the human race as defined by Minnesota State Statute.

Animal control authority means an agency of the state, county, municipality, or other governmental subdivision of the state which is responsible for animal control operations in its jurisdiction.

Animal control officer means any city officer or employee designated to enforce any portion of this chapter.

Animal unit means the allowable number of animals for a specific acreage of land.

At large means an animal that is off the premises of the ~~owner~~ responsible person and is not under the direct physical or voice control of a responsible person.

~~1) Not accompanied by and under the direct control of a responsible person so as to be effectively restrained by command;~~

~~2) Running loose on the owner's property and running onto adjacent public or private properties and not responsive to a person;~~

~~3) Outside of its secondary enclosure, or when it is outside of its primary enclosure but within its secondary enclosure and not in the presence of the owner;~~

~~4) Not effectively constrained on private property;~~

~~5) Not effectively restrained, by chain or leash, to private property with the consent of the property owner;~~

~~6) Not effectively restrained by a chain or leash not to exceed six feet in length;~~

~~7) Not under the voice control of its owner.~~

~~An animal shall not be determined to be at large if it is:~~

~~8) Engaged in wild game or animal hunting and under the control of its owner or a responsible person;~~

~~9) Engaged in obedience training and under the control of its owner or a responsible person;~~

~~10) Running loose on the owner's property, or property under the owner's control and under the control of a responsible party.~~

Barn (or *stable*) means an accessory structure designed for the keeping of farm animals.

Boarding means providing for the care, shelter, or feeding of ~~dogs~~ animals not owned by the owner or occupant of the premises where said ~~dogs~~ animals are kept, for any period.

Dangerous dog means any dog that has:

(1) Without provocation, inflicts substantial bodily harm on a human being on public or private property;

(2) Has killed a domestic animal without provocation while off the owner's property;

(3) Has been found to be potentially dangerous, and, after the owner has notice that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.

Dog means any male or female of the canine species.

~~*Dog owner* means the license holder or any other person, firm, association, or corporation owning, keeping or harboring a dog. Any person keeping or harboring a dog for five consecutive days shall, for the purposes of this definition, be deemed an owner.~~ See definition of "owner" below.

Domestic animal means any of the following species:

(1) Domestic dogs (excluding hybrids with wolves, coyotes or jackals);

(2) Domestic cats (excluding hybrids with ocelots or margays);

(3) Rodents, such as hamsters, mice, gerbils, white rats, guinea pigs, chinchillas or hedgehogs, capable of being maintained continuously in a cage;

(4) Rabbits;

(5) Captive-bred species of common cage birds;

(6) Small non-venomous snakes;

(7) Non-poisonous lizards, iguanas, chameleons, salamanders and turtles or other similar small reptiles, unless prohibited by state or federal law;

(8) Fish, unless prohibited by state or federal law;

(9) Domestically raised ferrets;

(10) Domestically raised pot-bellied pigs.

Dwelling means a building or portion thereof designed or used exclusively for residential occupancy for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Fenced roaming area means a portion of outdoor enclosed property reserved and suitable for the keeping of animals, excluding wetlands and septic systems.

Great bodily harm means bodily injury which creates a high probability of death, or which causes serious permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily harm.

Handling means feeding, manipulating, transporting, restraining, treating, training, working or performing any similar activity with respect to a wild animal.

Head means one of a number of animals.

Hen means a female chicken.

Horse means a large solid-hoofed mammal of the family Equidae, including any stallion, mare, gelding, foal, pony, donkey, ass, burro, or mule~~, or animal of horse kind~~.

Impound means to seize and hold in legal custody.

Kennel, commercial, means a place where boarding and/or training is offered to any number of dogs not owned by the owner or occupant of the premises. Such boarding and/or training may also include, but is not limited to, related uses such as selling, breeding, showing, treating, or grooming. Pet shops, veterinary clinics, and pet grooming facilities are considered commercial uses but as standalone uses shall not be defined as commercial kennels.

Kennel, private, means a place where ~~a dog~~ an owner keeps four or more dogs and/or six or more cats, over six months of age on property owned by the dog owner for residential purposes and where the keeping of such dogs and/or cats is incidental to the occupancy of the premises, and may include breeding and selling of dogs or cats as a hobby.

Livestock means a typical farm animal kept for agricultural use, pleasure or profit, including but not limited to horses, mules, sheep, goats, cattle, swine, poultry, fowl, rabbits and mink.

Non-traditional animal (or *exotic animal*) means any animal that is not normally considered to be domesticated but are not wild animals as defined in this section.

Owner means ~~the license holder or~~ any ~~other~~ person, firm, association, or corporation, or any other legal entity, or a combination of any of them, having sufficient legal proprietary interest in owning, keeping or harboring an animal ~~dog~~. ~~Any person keeping or harboring an animal dog for five consecutive days shall, for the purposes of this definition, be deemed an owner.~~

Portable ~~primary~~ enclosure means ~~the portable~~ a movable structure or vehicle used to confine ~~a wild~~ an animal in a secure manner that prevents the running at large of ~~a wild~~ an animal during transportation or temporarily confining such an animal during handling.

Potentially dangerous dog means any dog that:

(1) When unprovoked, inflicts bites on a human or domestic animal on public or private property;

(2) When unprovoked, chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks, or any public or private property, other than the dog owner's property, in an apparent attitude of attack;

(3) Has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

Poultry (or *fowl*) means any domesticated bird raised to live and breed in a tame condition and kept for agricultural purposes such as, but not limited to, chickens, turkeys, geese, ducks, guineas, pigeons, swans and doves ~~or similar~~.

Primary enclosure means a structure designed to keep and shelter an animal from the outdoor elements, including at least three walls and a roof ~~an individual, partnership, firm, joint stock company, corporation, association, unincorporated association of individuals, trust, estate, or other entity~~.

Proper enclosure means securely confined indoors or in a securely enclosed and locked pen or structure to prevent the animal from escaping and providing protection from the elements for the ~~dog~~ animal. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the ~~dog~~ animal to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the ~~dog~~ animal from exiting.

Provocation means an act that an adult could reasonably expect may cause an ~~dog~~ animal to attack or bite.

Regular business day means any day during which the city hall ~~pound~~ is open to the public not less than four consecutive hours between the hours of 8:00 a.m. and 7:00 p.m.

Responsible person means a person liable for the control or care of an animal.

Restraint means a device that restricts movement of an animal ~~the portable structure to confine a wild animal in a secure manner that prevents the running at large of a wild animal during transportation or temporarily confining such an animal during handling~~.

Rooster means an adult male chicken. For the purposes of this definition, crowing hens and all poultry that vocalizes similarly to rooster shall be included.

Secondary enclosure means a structure such as a fence, wall or building, which entirely encloses the area in which the primary enclosures, exercise facilities and training facilities are located and all handling activities occur. Such secondary enclosure serves to contain ~~a wild~~ an animal from running at large to prevent any unauthorized public access.

Structure means any of the following:

(1) Anything which is built, constructed or erected; an edifice or building of any kind; or any piece of work artificially built up and/or composed of parts joined together in some definite manner whether temporary or permanent in character, in eluding towers, poles and other supporting appurtenances.

(2) Anything manufactured, constructed or erected which is normally attached to or positioned on land, including fences, walls, buildings, portable structures, earthen structures, roads, parking lots, and paved storage areas.

(3) Any building, sign, or appurtenance thereto, except aerial or underground utility lines, such as sewer, electrical, telephone, telegraph, or gas lines, including towers, poles, and other supporting appurtenances, and fences used to control livestock or delineate boundaries.

Substantial bodily harm means bodily injury that involves a temporary but substantial disfigurement, or that causes a temporary but substantial loss or impairment of the function of any bodily member or organ, or that causes a fracture of any bodily member.

The keeping of wild animals means possessing and handling of wild animals on any property and providing such an animal with the necessities of life such as feeding and sheltering. The keeping of wild animals may include animals being used or intended to be used for research, training, breeding, boarding, as a personal pet, or for agricultural purposes. The keeping of a wild animal may also include wild animals intended to be used for exhibition providing that such animals are not exhibited within the city, such as in the case of a public showing, circus or zoo.

Wild animal means a large or dangerous species that, in their uncaptured wild state, have the physical capacity to be dangerous to the safety and welfare of any person or property. Example of such wild animals include but are not limited to the following examples: bears; lions; wolves; coyotes; cougars; bison; tigers; panthers; monkeys; apes; ~~large~~ alligators and crocodiles ~~(greater than four feet in length)~~; large snakes (capable of growing greater than 6 feet in length), and; poisonous snakes.

Sec. 10-6. – Applicability and compliance.

From and after the effective date of the ordinance from which this chapter is derived, the keeping of any and all animals in the city shall be in conformity with the provisions of this chapter and after the lawful issuance of all required permits.

Sec. 10-7. – Administration.

The animal control officer, as defined in section 10-6 of Ramsey City Code, or their designee, shall be the administrator of all provisions in this chapter.

Sec. 10-8. – Enforcement.

(1) *Duties of animal control officer*. The animal control officer shall perform the following duties:

a. Seize, impound, or restrain any ~~dog~~ animal found running at large within the city.

b. Investigate all cases of animal bites reported to ~~him~~ the city of Ramsey and supervise the quarantine of any such animal to ensure that it is kept under observation for a period of ten days.

c. Enforce all other provisions of this article.

(2) *No interference with animal control officer*. It shall be unlawful for any person to molest or in any way interfere with any peace officer, animal control officer, or any of their duly authorized assistants, or with any duly authorized agent while engaged in performing work under the provisions of this article.

Sec. 10-9. – Nonconformities.

Any animals prohibited by this chapter which have been regularly housed or kept within the city at the time this chapter is adopted, may be continued according to the following regulations:

(1) Any nonconforming animal that dies may be replaced with a similar animal, if replaced within 180 days. If a nonconforming animal is not replaced within 180 days, all future animal on the property must be conforming. Any nonconforming animal that is removed from the property for a period of more than 180 days may not be replaced, and all future animals must be conforming.

(2) The expansion or addition of more nonconforming animals to the property is prohibited.

Secs. 10-10–10-50. – Reserved.

ARTICLE II. – STANDARDS AND REGULATIONS

Sec. 10-51. – Purpose.

The following sections within this chapter set forth standards, regulations, procedures and processes for the keeping of any and all animals within Ramsey's city limits. All procedures must be in conformance with applicable provisions of state law.

Sec. 10-52. – Permitted animals.

(1) The following animals are permitted to be kept within Ramsey's city limits, in accordance with all other applicable standards for each animal within Chapter 10 of Ramsey City Code and all applicable statutes:

a. Domestic animals, as defined in Section 10-6 of Ramsey City Code;

b. Alpacas;

c. Bees;

d. Cattle family, except bison;

e. Goats;

f. Horses, including stallions, mares, geldings, foals, ponies, donkeys, asses, burros, and mules;

g. Llamas;

h. Poultry (or fowl);

i. Sheep;

j. Swine.

(2) Any animal not explicitly permitted in the above list is hereby deemed prohibited, unless the animal's owner obtains a non-traditional animal license as defined and regulated in this chapter. The above list of permitted animals shall not supersede any state or federal law prohibiting any animal or species.

(3) Persons keeping animals for a public zoo as volunteers, docents, or otherwise, any bona fide research institution or veterinary hospital are exempt from the provisions of this chapter, provided protective devices adequate to prevent such animals from escaping or injuring the public are provided.

Sec. 10-53. – Maximum number of animals allowed per property.

(1) *Dogs and cats.* All residential properties shall be allowed to keep up to three dogs over the age of six months and up to five domesticated cats over the age of six months. Properties keeping four or more dogs and/or six or more cats must obtain a private kennel license as described in Section 10-59.

(2) *Beekeeping.* All properties with an existing use shall be allowed to maintain beehives. The number of allowed hives shall be based on the total acreage of the property, in accordance with the following table:

Lot Size	***Number of Hives***
0.25 acres or less	Up to 4 hives
0.25 to 0.99 acres	Up to 8 hives
1.0 to 1.99 acres	Up to 20 hives
2.0 to 3.99 acres	Up to 40 hives
4.0 acres or larger	No limit to the number of beehives.
Note: up to 5 frame Nucleus colonies do not have quantity limits.	

(3) *All other permitted animals*. The maximum number (or head) of animals allowed, excluding domestic animals, for a specific acreage of land shall be equal to the total acreage of the property, as reflected by Anoka County's property tax records. For example, a property measuring 1.2 acres in area would be allotted 1.2 animal units. ~~Determined by the following formula: Maximum number of animal units allowed = Number of acres rounded down to the nearest quarter (.25) acre(s).~~ Regulations for the maximum quantity of animals allowed to be kept on a given property are established in the following table:

Permitted Animal Types	***Animal Units Per Acre***	***Minimum Acreage Required to Keep the Animal Type***
1 alpaca, cow, horse, or llama	1.0	2.5 acres, with at least 1 acre reserved as a fenced roaming area for the animals.
1 chicken (rooster)	1.0	2.5 acres
1 goat, sheep, or swine	0.5	0.5 acre
1 large poultry and fowl (including geese, turkeys, and other poultry and fowl with an average adult weight of 5 pounds or more)	0.25	~~2.5~~ 0.5 acre~~s~~
1 small poultry and fowl (including chickens (hens), ducks, pheasants, and other poultry and fowl with an average adult weight of less than 5 pounds)	0.04	No minimum

Sec. 10-54. – Performance standards.

The following performance standards apply to the keeping of specific species:

(1) In general.

a. All animals must be provided adequate shelter in accordance with city zoning code and Minnesota State Building Code. The enclosure shall be counted as an accessory ~~building~~ structure when calculating the total number and square footage of permitted accessory ~~buildings~~ structures on a ~~property~~ lot.

b. ~~No~~ All accessory structures, barns, coops, kennels, shelters, and ~~or~~ stables in which ~~cows, horses, roosters, or other~~ animals are kept, except bee hives, ~~may be located within 50 feet of a place of human habitation~~ must meet the following setback requirements:

i. 10 feet from the dwelling on the subject property;

ii. 20 feet from any dwelling on all neighboring properties;

iii. All accessory structure setbacks as defined in Section 106-450 of City Code. ~~and 75 feet from neighboring property lines~~.

c. ~~Such~~ All accessory structures, barns, coops, kennels, shelters, ~~and~~ stables, and fenced roaming areas, where lawful, shall be kept and maintained in a clean and sanitary condition and in good repair. Flies, rodents, and noxious odors shall be controlled.

d. All fenced roaming areas, including pens, corrals or similar enclosures, shall consist of continuous fencing material of sufficient height and strength to retain the ~~horse~~ animal enclosed within the roaming area. Additionally, all fences shall meet all applicable requirements in Section 106-485 of City Code.

e. All animals must be provided a ~~constant~~ supply of water within their shelter or fenced roaming area.

f. All animals must be under the restraint of their owner or a responsible person, as defined in this chapter, while outside of their enclosure or fenced roaming area.

(2) Alpacas, cattle, horses, and llamas.

a. Extra care must be taken to ensure ~~the~~ stallions, bulls, or intact males of any species are properly enclosed, including having the ability to separately confine them from any mares, cows, or females of any species unless they are specifically paired for breeding.

b. All fenced roaming areas for alpacas, cattle, horses, and llamas shall include at least 1 acre of land unencumbered with septic systems or wetlands.

(3) Bees.

a. No hive shall exceed 20 cubic feet in volume.

b. No hive shall be located closer than 3 feet from any property line or within any easement, whichever is more restrictive.

c. No hive shall be located closer than 10 feet from a neighboring, inhabited structure.

d. A constant supply of water shall be supplied or available to all hives.

e. A flyway barrier at least 6 feet in height shall shield any part of a property line that is within 25 feet of a hive. The flyway barrier shall consist of 100 percent opaque fencing, dense, year-round (coniferous) vegetation, existing structures, or combination thereof, and shall extend at least 25 feet beyond the hive.

f. Colonies shall be maintained in movable frame hives with adequate space and management techniques to prevent overcrowding and swarming.

g. In any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition towards swarming, it shall be the duty of the beekeeper to requeen the colony. Queens shall be selected from stock bred for gentleness and non-swarming characteristics.

(4) Chickens, ducks, geese, turkeys, and other poultry and fowl.

~~a. Poultry and fowl, including any shelters, coops and/or containment fencing, must be located in side or rear yards only.~~

b. All enclosures shall remain completely enclosed to prevent unwanted intrusion by outside animals and migratory birds.

i. If 100 percent opaque fencing (privacy fencing) is utilized for the exercise area, said fencing is subject to the standard fence regulations and setbacks within City Code. If alternative fencing is used (for example, chain link fencing), then said fencing shall be no closer than 10 feet ~~to a~~ from all property lines.

c. Roosters may be kept and maintained only on parcels of at least 2.5 acres in size. Said properties are allowed a total of two roosters.

i. ~~Setbacks for rooster enclosure and exercise area shall be 50 feet from any neighboring place of human habitation and 75 feet from neighboring property lines.~~

(5) Domestic cats and dogs.

a. Every owner or keeper of a dog or cat shall cause the same to be vaccinated by a licensed veterinarian with anti-rabies vaccine at least once every three years and prior to the time such dog or cat shall reach the age of six months. Proof of vaccination must be available for review upon request of the animal control officer within seven days of the request, unless in the case of a dog bite, in which proof of vaccination must be available for review immediately.

i. If the dog or cat is not currently vaccinated, the vaccination must occur as soon as possible, within a maximum of 30 days of the request, and proof of vaccination must be submitted to the animal control officer at that time.

b. No dog or cat needs to be vaccinated when a licensed veterinarian has examined the animal and certified that, at such time, vaccination would endanger its health because of its age, infirmity, debility, illness, or other medical consideration; and such exception certificate is presented to the animal control officer within seven days of the request ~~five days of such examination~~. The animal shall be vaccinated against rabies as soon as its health and age permit. Unvaccinated animals must be confined to the owner's property or a veterinary facility.

c. All dogs and cats in public spaces shall have an identification tag with owner or veterinarian contact information affixed to their collar. In lieu of a physical tag, a microchip embedded in the dog or cat with the same information is sufficient for identification.

(6) Domestically raised ferrets.

a. Ferrets raised and kept domestically must be vaccinated yearly.

(7) Other domestic animals.

a. Domestic animals shall be up to date on all applicable vaccines.

Sec. 10-55. – Maintenance and care standards.

All animals shall be maintained and kept in accordance with the following standards:

(1) Proper care and maintenance of each ~~horse~~ animal shall be the responsibility of the ~~person, firm or corporation designated as the~~ animal's owner, ~~caretaker or custodian of such horse~~ as defined in this chapter.

(2) On all parcels of land maintaining ~~non-domestic~~ animals, there shall be an adequate shelter, such as a roofed or covered structure with walls, provided on the parcel to protect the animals from the elements.

(3) A confined exercise or roaming area must be provided for ~~the~~ all animals kept outdoors. The exercise area shall be fenced ~~off~~ to prevent the animals from roaming at large. Fences must be of sufficient design to retain and confine the animals. ~~Chickens are exempt from fencing requirements.~~

(4) Manure and excrement shall be handled and treated in such a manner so as not to create a public nuisance or impact the environment or groundwater. ~~Manure shall be handled or treated in such a manner as not to create a public nuisance which shall mean at a minimum that manure will be properly disposed of weekly when the number of horses on any one parcel exceeds one horse per one-half acre of enclosed roaming area. Manure shall be removed from corrals, pens, stables, and similar enclosures with sufficient frequency to avoid nuisance from odors or to minimize the breeding of flies at least once every two weeks. Manure shall be removed by hauling beyond the city limits unless used for fertilizer, in which case it shall be spread upon the ground evenly and turned under at once or as soon as the frost leaves the ground.~~ No person shall leave accumulations of manure or excrement on any street or sidewalk. ~~accumulations of horse manure on the paved portion of a street, sidewalk or alley shall not be permitted, and.~~ The animal's owner shall be responsible to abate such nuisance.

(5) No ~~non-domestic~~ animal shall be treated cruelly or inhumanely by any person or in violation of Minnesota state statutes preventing cruelty to animals.

(6) Notwithstanding any other provision of this chapter, any animal taken into custody by an animal control officer under this chapter may be humanely destroyed and immediately disposed of, at the expense of the owner, when the animal is suffering and is beyond cure through reasonable care and treatment.

(7) No person shall abandon or ~~release~~ neglect any ~~dog, cat, or other~~ animal within the boundaries of the city.

(8) No person may ride or drive a horse or other animal utilized for transportation after sunset and before sunrise along or crossing any public way without appropriate lighting or reflectorized clothing.

(9) No person may ride or drive a horse or other animal utilized for transportation in any public park, beach, golf course or other public property except within the right-of-way of public streets and highways and areas duly designated by the city as a trail or hitching area.

(10) Persons riding a horse or other animal utilized for transportation or driving a horse-drawn vehicle upon a public road way shall be subject to those provisions of this Code and state law applicable to the driver of motor vehicles, except those provisions which by their nature have no application.

(11) Horses or others animal utilized for transportation shall not be ridden or driven in any manner that would cause undue damage to any hard-surfaced road.

Sec. 10-56. – Nuisances.

No animals of any type may be maintained on any parcel within the city, no matter what size the parcel, if the maintenance of said animals creates a nuisance as defined in Chapter 30 or within this chapter.

(1) *Animals at large.* No person shall permit any ~~horse~~ animal of which they are the owner, caretaker or custodian to run at large within the city as defined in this chapter. ~~Such animal will be deemed to run at large when it is off the premises owned or rented by its owner and unaccompanied by the owner, or an agent or employee of the owner.~~

(2) *Noisy animals.* It shall be unlawful for any person to own, keep, have in possession, or harbor any ~~dog~~ animal that ~~howls, yelps, or barks to the reasonable annoyance of another person~~ barks, cries, howls or makes any other noise continuously for a period of 10 minutes or intermittently for one half hour or more. Any person violating this section~~, who upon first requested by a police officer or animal control officer to stop or prevent the annoyance, and refuses to comply with the request will~~ may be issued a citation or ~~arrested in accordance with Minnesota Rules of Criminal Procedure, and~~, if the officer deems it

necessary to stop the annoyance, may have the ~~dog~~ animal taken to the city animal containment facility. Any ~~dog~~ animal placed in the containment facility may be reclaimed by the owner upon payment of the fee prescribed in ~~subsection 10-95(b)~~ the adopted rates and charges schedule, and if not reclaimed may be disposed of in the manner provided in ~~subsection 10-95(c)~~ this chapter.

(3) *Removal of excrement and manure.* It is unlawful for any person who owns or has custody of an animal ~~dogs~~ to cause or permit such animal to defecate on any private property without the consent of the property owner or on any public property unless such person immediately removes the excrement and places it in a proper receptacle. The provisions of this section shall not apply to seeing-eye dogs under the control of a blind person or dogs while being used in city police activity.

~~a. It is unlawful for any person who owns or has custody of a dog to cause or permit accumulations of manure and animal excrement, except that any manure maintained in conformance with state law and City Code for use as fertilizer.~~

(4) *Removal of carcasses.* It is unlawful for any person who owns or has custody of an animal ~~dog~~ to cause or permit carcasses of animals not buried at least 3 feet deep, picked up and removed from city limits, or destroyed within 24 hours after death.

Sec. 10-57 – Impoundment.

(1) *Impoundment.* All animals, excluding wild animals, ~~dogs~~ picked up by the animal control officer or any of their duly authorized assistants shall be immediately transported to the designated animal containment facility or facility suited to appropriately house said animal. If the owner is known, they shall be immediately notified by telephone or personal contact and by written notice to their last known address. If the owner is unknown, written notice containing a description of the animal shall be posted in a reasonable manner, including social media. ~~at the pound and the city hall.~~ The notice should ~~shall~~ advise the owner that they have five regular business days to claim the dog. The term "regular business day" shall follow the definition stated in this chapter.

(2) *Reclaiming.* An owner may reclaim an impounded animal ~~dogs: If the dog has a current license:~~ by paying to the city an impounding fee plus a boarding fee ~~in an amount determined by agreement between the city and the designated pound,~~ for each day the animal was confined. There shall also be an added impounding fee for any dog impounded twice or more within 12 months. Such fees shall be set by ordinance.

~~a. If the dog does not have a current license: By first obtaining a license from the city administrator and paying the costs to the pound master.~~

(3) *Unclaimed animals.* Any animal not claimed within the allotted time shall be disposed of in accordance with the provisions of Minnesota Statutes. ~~§ 35.71, subd. 3~~.

~~Control, trespass roadways and impoundment.~~

~~2. The chief of police or any designated agent of the city may impound any horse found at large and shall provide proper sustenance for such impounded horse. The chief of police or designated agent shall, within 24 hours after any such horse has been impounded, post written notice at the city hall describing such horse and stating that it has been impounded. If the owner of the impounded horse is known to the person impounding, personal service of notice of such impounding shall be served within 24 hours after impounding upon such owner in the manner prescribed by state law for the service or process.~~

~~3. Costs incurred by the city in impounding horses running at large shall be paid by the horse owner prior to releasing the horse. An impounded horse shall be released only to a person providing proof of ownership and displaying a receipt from the city administrator showing payment of the reasonable costs of impounding, cost of feeding and veterinarian care.~~

~~4. Any person who, without authority of law, and without first paying the costs due, shall take an impounded horse out of the enclosure in which it is impounded, shall be guilty of a misdemeanor.~~

~~5. In the event a horse impounded by the city is not redeemed within 14 days, after its impoundment, the chief of police or designated agent shall give three days' notice of the time and place where such horse will be sold by posting and serving notices as required for notice herein. If such horse cannot be sold on the day stated, it may be sold as soon as possible thereafter without notice. The city treasurer shall deposit said proceeds in the general fund.~~

~~6. If the previous owner of the horse which was sold makes a claim for the sale proceeds within one year from the sale date, the city finance officer, on order from the council, shall pay the previous horse owner the difference between the sale price and the cost of impounding, feeding and sales charges; otherwise, the sale proceeds shall be forfeited to the city.~~

~~8. The council shall designate and properly post those areas in public lands and parks where horses may be ridden.~~

~~12. No person shall ride or drive a horse upon private property without the prior written permission of the owner or occupant thereof.~~

~~13. No person shall interfere with any horse ridden or kept in a lawful manner, and owners of domestic animals shall restrain their animal so as to not interfere.~~

Sec. 10-58. – Dangerous and potentially dangerous dogs.

Cities may regulate potentially dangerous and dangerous dogs, in accordance with the regulations stated in Minn. Stat. § 347. The language within this section describes the regulations and procedures for dangerous and potentially dangerous dogs kept within the City of Ramsey.

(1) *Potentially dangerous dogs*.

a. The animal control officer will provide the owner of a dog that has been deemed potentially dangerous, per this section, with a potentially dangerous dog notice.

b. If the dog has met any of the criteria for potentially dangerous dogs as defined in this chapter ~~inflicted bites on a human or domestic animal on public or private property~~, a quarantine notice will also be provided to the owner advising of a ten-day quarantine period.

c. If a proper enclosure cannot be provided for the dog, the animal control officer can seize the dog for the quarantine period. All costs of the care, keeping, and disposition of the dog are the responsibility of the owner or person claiming an interest in the dog.

d. Any person knowing of a human being bitten by a dog shall immediately notify the animal control officer ~~or the police department~~ and said dog shall then be confined and kept under observation for a period of ten days before being removed from the owner's property or destroyed. Alternately, the dog shall be euthanized and immediately tested for rabies at the owner's expense.

(2) *Dangerous dogs*.

a. The animal control officer will provide the owner of a dog that has been deemed dangerous, per this section, with a dangerous dog notice.

b. If the dog has met any of the criteria for dangerous dogs as defined in this chapter ~~inflicted bites on a human or domestic animal on public or private property~~, a quarantine notice will also be provided to the owner advising of a ten-day quarantine period.

c. If a proper enclosure cannot be provided for the dog, the animal control officer can seize the dog for the quarantine period. All costs of the care, keeping, and disposition of the dog are the responsibility of the owner or person claiming an interest in the dog.

d. Any person knowing of a human being bitten by a dog shall immediately notify the animal control officer ~~or the police department~~ and said dog shall then be confined and kept under observation for a period of ten days before being removed from the owner's property or destroyed. Alternately, the dog shall be euthanized and immediately tested for rabies at the owner's expense.

e. An owner of a dangerous dog shall keep the dog, while on the owner's property, in a proper enclosure. If the dog is outside the proper enclosure, the dog must be muzzled and restrained by a substantial chain or leash and under the physical restraint of a responsible person. The muzzle must be made in a manner that will prevent the dog from biting any person or animal but that will not cause injury to the dog or interfere with its vision or respiration.

f. An owner of a dangerous dog must renew the registration of the dog annually until the dog is deceased. If the dog is removed from the jurisdiction, it must be registered as a dangerous dog in its new jurisdiction.

g. An owner of a dangerous dog must notify the animal control authority in writing of the death of the dog or its transfer to a new location where the dog will reside within 30 days of the death or transfer, and must, if requested by the animal control authority, execute an affidavit under oath setting forth either the circumstances of the dog's death and disposition or the complete name with date of birth, mailing address, email address, and telephone number of the person to whom the dog has been transferred or the address where the dog has been relocated.

h. An animal control authority shall require a dangerous dog to be sterilized at the owner's expense. If the owner does not have the animal sterilized within 30 days, the animal control authority shall seize the dog and have it sterilized at the owner's expense.

i. A person who owns a dangerous dog and who rents property from another owner or entity where the dog will reside must disclose to the property owner prior to entering the lease agreement and at the time of any lease renewal that the person owns a dangerous dog that will reside at the property.

j. A person who transfers ownership of a dangerous dog must notify the new owner that the animal control authority has identified the dog as dangerous. The current owner must also notify the animal control authority in writing of the transfer of ownership and provide the animal control authority with the new owner's complete name with date of birth, mailing address, email address, and telephone number.

(3) *Dangerous dog registration*.

a. *Requirement.* No person may own a dangerous dog in this state unless the dog is registered as provided in this section.

b. *Registration.* An animal control authority shall issue a certificate of registration to the owner of a dangerous dog if the owner presents sufficient evidence that:

i. A proper enclosure exists for the dangerous dog and a posting on the premises with a clearly visible warning sign that there is a dangerous dog on the property, including a warning symbol to inform children;

ii. A surety bond issued by a surety company authorized to conduct business in this state in a form acceptable to the animal control authority in the sum of at least the minimum allowed by Minnesota Statute ~~$300,000.00~~, payable to any person injured by the dangerous dog, or a policy of public liability insurance issued by an insurance company authorized to conduct

business in this state in the amount of at least the minimum allowed by Minnesota Statute ~~$300,000.00~~, insuring the owner for any personal injuries inflicted by the dangerous dog;

iii. The owner has paid an annual fee as established by an annual fee schedule and regulated per Minn. Stat. § 347 ~~of not more than $500.00, in addition to any regular dog licensing fees,~~ to obtain a certificate of registration for a dangerous dog under this section; and

iv. The owner has had microchip identification implanted in the dangerous dog with the name of the microchip manufacturer and identification number of the microchip provided to the animal control authority. If the microchip is not implanted by the owner, it may be implanted by the animal control authority. In either case, all costs related to purchase and implantation of the microchip must be borne by the dog's owner.

c. *Warning symbol.* If an animal control authority issues a certificate of registration to the owner of a dangerous dog pursuant to this chapter ~~subdivision (b)~~, the animal control authority must provide, for posting on the owner's property, a copy of a warning symbol to inform children that there is a dangerous dog on the property. The warning symbol must be the uniform symbol provided by the commissioner of public safety. The commissioner shall provide the number of copies of the warning symbol requested by the animal control authority and shall charge the animal control authority the actual cost of the warning symbols received. The animal control authority may charge the registrant a reasonable fee to cover its administrative costs and the cost of the warning symbol.

d. *Fee.* The animal control authority may charge the owner an annual fee as established by an annual fee schedule~~, in addition to any regular dog licensing fees,~~ to obtain a certificate of registration for a dangerous dog under this section.

e. *Dangerous dog designation review.* In accordance with Minn. Stat. § 347, beginning six months after a dog is declared a dangerous dog; an owner may request annually that the animal control authority review the designation. The owner must provide evidence that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the animal control authority finds sufficient evidence that the dog's behavior has changed, the authority may rescind the dangerous dog designation.

f. *Law enforcement; exemption.* The provisions of this section do not apply to dangerous dogs used by law enforcement, fire suppression, or emergency medical officials for public safety duties ~~police work.~~

g. *Exemption.* Dogs may not be declared dangerous if the threat, injury, or damage was sustained by a person:

i. Who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog;

ii. Who was ~~provoking,~~ tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, ~~provoked,~~ tormented, abused, or assaulted the dog; or,

iii. Who was committing or attempting to commit a crime.

h. *Tag.* A dangerous dog registered under this section must have a standardized, easily identifiable tag identifying the dog as dangerous and containing the uniform dangerous dog symbol, affixed to the dog's collar at all times.

(4) *Hearing for dogs deemed dangerous or potentially dangerous*. The owner of a dog that a dog that has been deemed dangerous or potentially dangerous may request a hearing to determine the validity of the dangerous or potentially dangerous dog declaration. If such a request is made, the owner must

immediately comply with the provisions ~~1 of the notice~~ outlined in Minn. Stat. § 347, until the hearing examiner issues an opinion. To appeal the dangerous or potentially dangerous dog declaration:

a. A request, identifying with specificity the basis for the dog owner's objection to the declaration shall be filed in writing with the office of the chief of police within the allotted time per Minn. Stat. § 347 ~~14 days after the date of the service of the notice~~. Failure to do so within the allotted time ~~14 days~~ will terminate the owner's right to a hearing.

b. A ~~$250.00~~ filing fee as established by an annual fee schedule shall be submitted with the appeal request. In the event that the dangerous dog declaration is not upheld by the hearing examiner, the filing fee will be refunded to the dog's owner. Per Minn. Stat. § 347~~.541~~, if the dangerous dog declaration is upheld by the hearing examiner, actual expenses of the hearing up to a maximum allowed by Minnesota Statute ~~of $1,000.00~~ will be the responsibility of the dog's owner.

c. A hearing shall be conducted within the allotted time per Minn. Stat. § 347 ~~ten days, unless a later date is mutually agreed to by the hearing examiner, the dog owner and the~~ city.

d. The hearing officer shall issue a decision on the matter within the allotted time per Minn. Stat. § 347 ~~ten days~~ after the hearing. The decision must be delivered to the dog's owner by hand delivery or registered mail as soon as practical and a copy must be provided to the animal control authority.

e. If the hearing officer affirms the dangerous dog declaration, the owner will have 14 days from receipt of that decision to comply with all requirements of the notice.

f. Any costs incurred for the care, keeping, and disposition of the dog are the responsibility of the person claiming an interest in the dog, except to the extent that a court or hearing officer finds that the seizure or impoundment was not substantially justified by law.

(5) *Failure to restrain an attack by a dog*.

a. It shall be unlawful for an owner to fail to restrain a dog from inflicting or attempting to inflict bodily injury to any person or other animal. Violation of this section shall be a misdemeanor. The court, upon a finding of the defendant's guilt hereunder, is authorized to order, as part of the disposition of the case, that the animal be destroyed based on a written order containing one or more of the following findings of fact:

i. The animal is dangerous as demonstrated by a vicious attack, an unprovoked attack, an attack without warning, or multiple attacks; or

ii. The owner of the animal has demonstrated an inability or unwillingness to control the animal in order to prevent injury to persons or other animals.

b. If the court does not order the destruction of the dog, the court, as an alternative, may order the defendant to provide, and show proof to the court of public liability insurance in the minimum amount allowed by Minnesota Statute ~~of $300,000.00~~.

(6) *Stopping an attack.*

a. If any ~~police officer or~~ animal control officer is witness to an attack by a dog upon a person or another animal, the officer may take whatever means they deem appropriate to bring the attack to an end and prevent further injury to the victim.

(7) *Grounds for seizure and impoundment.*

a. The animal control authority shall immediately seize any dog if:

i. The animal control authority has reason to believe that the dog is a dangerous or potentially dangerous dog and is kept or maintained under conditions or circumstances creating an unacceptable risk of harm to physical persons or other domesticated animals.

ii. The dog meets the definition in this chapter of either a dangerous or potentially dangerous dog, pending a determination whether the animal is dangerous or potentially dangerous at the owner's request and expense.

iii. After 14 days after the owner has notice that the dog is dangerous, the dog is not validly registered and in compliance under this chapter or applicable state law.

iv. For any other reason authorized by law.

b. A dangerous dog seized under this section may be reclaimed by the owner of the dog upon payment of impounding and boarding fees, and presenting proof to the appropriate animal control authority that the requirements of this chapter and state law are met. A dog not reclaimed under this section within seven days may be disposed of in a manner permitted by law, and the owner is liable for costs incurred in confining and disposing of the dog.

Sec. 10-59. – Report of dog bites; rabies quarantine.

(1) An owner or custodian of a dog which does not have an appropriate anti-rabies vaccination and which bites or otherwise exposes a person to rabies virus may be penalized per state law.

(2) Whenever a domestic animal such as a dog, cat, or other domestic animal capable of transmitting rabies bites a person causing a puncture, laceration, abrasion or similar type would or break in the skin or any time the saliva of such animal comes into contact with a puncture, laceration, abrasion or similar type wound or break in the skin of a person, the animal shall be placed under quarantine for a ten-day period from the date of the bite or saliva exposure.

(3) An animal under quarantine may be kept on the premises of the owner under the following conditions:

a. The animal must be kept confined in a building or other suitable structure or enclosure from which the animal cannot escape, and which prohibits contact with other animals or persons other than immediate family members. An outside kennel or fenced yard is not a suitable structure or enclosure for quarantine purposes.

b. The animal may not be removed or released from the building or structure, except the animal may be taken to a veterinary hospital to receive emergency veterinary care or animal may be taken outside (limited to the premises of the owner) to urinate and defecate, provided the animal is securely leashed and under the immediate supervision and control of a responsible person. When outside, the animal shall not be allowed to come into contact with any animals or persons other than immediate family members. When an animal has finished urinating, defecating, or receiving emergency veterinary care, it shall be immediately returned to the building where it is being confined for the quarantine period.

c. The animal may not be vaccinated against rabies virus during the quarantine period.

d. The animal must be made available to animal control officer or state health department for inspection at reasonable times during the quarantine period.

e. If the animal becomes sick or dies during the quarantine period, the animal control officer shall be notified immediately. The carcass of any animal that dies during the quarantine period shall be immediately turned over to the animal control officer or state health department.

(4) If the owner fails to comply with any of the above conditions, the animal shall be immediately impounded for the duration of the quarantine period at the city animal containment facility at the expense of the owner. The owner of an animal may impound the animal at the city animal containment facility for the quarantine period if they choose, at their own expense.

Sec. 10-60. – Private kennel license.

All property owners that want to keep more than three dogs and/or more than five cats over six months in age must be granted a private kennel license.

(1) *Application.* All private kennel license applications must include the following information:

a. The name, address, email address, and telephone number of the applicant.

b. The address of the property where the dogs and/or cats will be kept.

c. The number of dogs and/or cats proposed to be maintained on the property.

d. The breeds of the dogs and/or cats to be maintained.

e. A copy of rabies vaccination records for all dogs and/or cats to be maintained.

f. Upon request, a sketch plan of the property showing where the dogs and/or cats will be maintained.

(2) *Process.*

a. Private kennel license applications must be filed with the ~~zoning administrator~~ animal control officer with the permit fee as defined by the annual rates and charges ordinance and all required information listed in this section.

b. The deadline to submit an application will be at least 30 days prior to a city council meeting.

c. Following an inspection of the exterior of the property proposed to be licensed, including all outdoor areas where the dogs and/or cats are regularly kept and maintained, the ~~zoning administrator~~ animal control officer shall make a recommendation to the city council to approve or deny the application.

d. Public hearing notice mailing distance is 350 feet.

e. The city council shall hold a public hearing and make the final decision on the application. The private kennel license is approved by the city council by resolution.

f. The city council may attach reasonable conditions or modifications to the property to mitigate any adverse effects of the site.

(3) *Term and transfer.* The license shall be valid without renewal provided that the applicant complies with the terms of the license. Licenses under this chapter may not be transferred from person to person or from place to place.

(4) *Revocation.* The city council may revoke any license issued under this chapter upon adequate notice and a hearing before the council, if requested, on the following grounds:

a. Any violation of this Code;

b. Material misstatement or misrepresentation in application for the license ~~or renewal thereof~~;

c. Failure to keep the licensee's property in an orderly, aesthetically pleasing manner as prescribed by the city council and/or its designated representative;

d. Failure to comply with the terms of the license.

Sec. 10-61. – Non-traditional animal license.

All property owners that want to keep a non-traditional animal or other animal not explicitly permitted in this chapter must be granted a non-traditional animal license.

(1) *Application.* All non-traditional license applications must include the following information:

a. The name, address, email address, and telephone number of the applicant.

b. The name, address, email address, and telephone number of the licensed veterinarian hired to provide veterinary care for the non-traditional animal(s).

c. The address of the property where the non-traditional animal(s) will be kept.

d. The number of non-traditional animals proposed to be maintained on the property.

e. The species and breeds of the non-traditional animal(s) to be maintained.

f. A sketch plan of the property showing where the non-traditional animal(s) will be maintained.

    i. Note: the city reserves the right to require a certificate of survey.

g. A letter explaining in detail the proposal that addresses all regulations and review criteria in this chapter.

h. A prescribed plan for the maintenance and care of each non-traditional species proposed to be kept on the property, per written advice from a licensed veterinarian.

i. A copy of all permits required from the state department of natural resources, United States Department of Agriculture, United States Fish and Wildlife Service, and/or any other government agency.

j. A copy of the owner's qualifications, list of professional references and any other background materials as required by the ~~zoning administrator~~ animal control officer.

k. A copy of building plans for primary and secondary enclosures, as defined within this chapter.

l. Any additional information found necessary by the ~~zoning administrator~~ animal control officer.

(2) *Process.*

a. Non-traditional animal license applications must be filed with the ~~zoning administrator~~ animal control officer with the permit fee as defined by the annual rates and charges ordinance and all required information listed in this section.

b. The deadline to submit an application will be at least 30 days prior to a city council meeting ~~before the next regularly scheduled planning commission meeting~~.

c. Upon submittal of a completed application, the ~~zoning administrator~~ animal control officer shall schedule a public hearing at ~~the next planning commission~~ a subsequent city council meeting. The ~~police chief~~ animal control officer shall ~~receive a copy of the application and forward any recommendations to the zoning administrator who shall then~~ review the application alongside any applicable city staff or contracted official. ~~and police comments and may make recommendations to the planning commission. The planning commission shall consider the application for a conditional use permit and thereafter make recommendations to the council. The council shall then approve, with modifications, or deny the application for a conditional use permit by resolution that shall set forth in detail any conditions and restrictions to which the approval is subject or reasons for denial.~~

d. Review criteria includes, but is not limited to, the following items:

    i. Surrounding land uses.

    ii. Structural soundness and security of all primary and secondary enclosures.

    iii. Design, size, location and configuration of all primary and secondary enclosures.

    iv. Maintenance of the primary and secondary enclosures and all other structures and areas used in relation to the keeping of any ~~wild~~ animal.

v. Nuisances such as noise and odors, or anything classified as a nuisance in City Code.

vi. Aesthetics, including the appearance of the property and structure where an ~~wild~~ animal is kept.

vii. Compliance with all sections of this Code.

viii. Regulations of the state department of natural resources, United States Department of Agriculture, United States Fish and Wildlife Service, and/or any other governmental agency.

ix. Nature and characteristics of each type of animal being proposed to be kept on the property, such as its size, strength, disposition, and its ability to harm a person or property.

x. Other criteria found relevant by the city.

e. Following an inspection of the property proposed to be licensed while accompanied by a licensed veterinarian, the ~~zoning administrator~~ animal control officer shall make a recommendation to the city council to approve or deny the application.

f. Public hearing notice mailing distance is 350 feet.

g. The city council shall hold a public hearing and make the final decision on the application. The non-traditional animal license is approved by the city council by resolution.

h. The city council may attach reasonable conditions or modifications to the property to mitigate any adverse effects of the site.

(3) *Term and transfer.* The license shall be valid without renewal provided that the applicant complies with the terms of the license. Licenses under this chapter may not be transferred from person to person or from place to place.

(4) *Revocation.* The city council may revoke any license issued under this chapter upon adequate notice and a hearing before the council, if requested, on the following grounds:

a. Any violation of this Code;

b. Material misstatement or misrepresentation in application for the license;

c. Failure to keep the licensee's property in an orderly, aesthetically pleasing manner as prescribed by the city council and/or its designated representative;

d. Failure to comply with the terms of the license.

Chapter 10 ANIMALS

ARTICLE I. - IN GENERAL

Sec. 10-1. – Title.

This chapter may be known, cited, and referred to as the “Ramsey Animal Code” or “animal code”, except as referred to herein where it may be known as “this chapter.”

Sec. 10-2. – Purpose.

The purpose of this chapter is to protect and promote the general welfare, health, safety and order within the city through the establishment of a comprehensive and impartial series of standards, regulations and procedures governing the keeping and care of animals on all properties within the City of Ramsey. The provisions of this chapter are intended to encourage residents to keep, care for, and raise animals with a reasonable degree of freedom of choice, while at the same time assuring that the public health and welfare is not endangered.

Sec. 10-3. – Coordination with other codes.

This chapter is intended to work in tandem with the adopted city zoning code, state building codes, state fire codes, Minnesota Statutes, and any locally-adopted optional chapters as amended from time to time. It is also intended to work in tandem with the regulations set forth from the local watershed management organization and the Minnesota Pollution Control Agency. Nothing in this chapter is intended to preclude or supersede any requirements in those codes or regulations.

Sec. 10-4. – Rules of construction and interpretation.

(1) Conflicting conditions. Where the conditions imposed by any provision of this chapter are either more or less restrictive than comparable conditions by another provision of this chapter or by other chapters of this Code, rule or regulation of the city, the provision which imposes the more restrictive condition, standard, or requirement shall prevail.

(2) Language rules of construction. The language set forth in the text of this chapter shall be interpreted in accordance with the following rules of construction:

a. All measured distances expressed in feet shall be the nearest tenth of a foot. All measured areas expressed in acres shall be the nearest hundredth of an acre. All distances unless otherwise specified shall be measured horizontally.

b. The present tense includes the past and future tenses; and the future tense includes the present tense.

c. The singular number includes the plural; and the plural number includes the singular.

d. The words "shall" and "must" are mandatory and the words "should" and "may" are permissive.

Sec. 10-5. – Definitions.

Animal means every living creature except members of the human race as defined by Minnesota State Statute.

Animal control authority means an agency of the state, county, municipality, or other governmental subdivision of the state which is responsible for animal control operations in its jurisdiction.

Animal control officer means any city officer or employee designated to enforce any portion of this chapter.

Animal unit means the allowable number of animals for a specific acreage of land.

At large means an animal that is off the premises of the responsible person and is not under the direct physical or voice control of a responsible person.

Barn (or *stable*) means an accessory structure designed for the keeping of farm animals.

Boarding means providing for the care, shelter, or feeding of animals not owned by the owner or occupant of the premises where said animals are kept, for any period.

Dangerous dog means any dog that has:

(1) Without provocation, inflicts substantial bodily harm on a human being on public or private property;

(2) Has killed a domestic animal without provocation while off the owner's property;

(3) Has been found to be potentially dangerous, and, after the owner has notice that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.

Dog means any male or female of the canine species.

Domestic animal means any of the following species:

(1) Domestic dogs (excluding hybrids with wolves, coyotes or jackals);

(2) Domestic cats (excluding hybrids with ocelots or margays);

(3) Rodents, such as hamsters, mice, gerbils, white rats, guinea pigs, chinchillas or hedgehogs, capable of being maintained continuously in a cage;

(4) Rabbits;

(5) Captive-bred species of common cage birds;

(6) Small non-venomous snakes;

(7) Non-poisonous lizards, iguanas, chameleons, salamanders and turtles or other similar small reptiles, unless prohibited by state or federal law;

(8) Fish, unless prohibited by state or federal law;

(9) Domestically raised ferrets;

(10) Domestically raised pot-bellied pigs.

Dwelling means a building or portion thereof designed or used exclusively for residential occupancy for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Fenced roaming area means a portion of outdoor enclosed property reserved and suitable for the keeping of animals, excluding wetlands and septic systems.

Great bodily harm means bodily injury which creates a high probability of death, or which causes serious permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily harm.

Handling means feeding, manipulating, transporting, restraining, treating, training, working or performing any similar activity with respect to a wild animal.

Head means one of a number of animals.

Hen means a female chicken.

Horse means a large solid-hoofed mammal of the family Equidae, including any stallion, mare, gelding, foal, pony, donkey, ass, burro, or mule.

Impound means to seize and hold in legal custody.

Kennel, commercial, means a place where boarding and/or training is offered to any number of dogs not owned by the owner or occupant of the premises. Such boarding and/or training may also include, but is not limited to, related uses such as selling, breeding, showing, treating, or grooming. Pet shops, veterinary clinics, and pet grooming facilities are considered commercial uses but as standalone uses shall not be defined as commercial kennels.

Kennel, private, means a place where an owner keeps four or more dogs and/or six or more cats, over six months of age on property owned by the dog owner for residential purposes and where the keeping of such dogs and/or cats is incidental to the occupancy of the premises, and may include breeding and selling of dogs or cats as a hobby.

Livestock means a typical farm animal kept for agricultural use, pleasure or profit, including but not limited to horses, mules, sheep, goats, cattle, swine, poultry, fowl, rabbits and mink.

Non-traditional animal (or *exotic animal*) means any animal that is not normally considered to be domesticated but are not wild animals as defined in this section.

Owner means any person, firm, association, or corporation, or any other legal entity, or a combination of any of them, having sufficient legal proprietary interest in owning, keeping or harboring an animal.

Portable enclosure means a movable structure or vehicle used to confine an animal in a secure manner that prevents the running at large of an animal during transportation or temporarily confining such an animal during handling.

Potentially dangerous dog means any dog that:

(1) When unprovoked, inflicts bites on a human or domestic animal on public or private property;

(2) When unprovoked, chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks, or any public or private property, other than the dog owner's property, in an apparent attitude of attack;

(3) Has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

Poultry (or *fowl*) means any domesticated bird raised to live and breed in a tame condition and kept for agricultural purposes such as, but not limited to, chickens, turkeys, geese, ducks, guineas, pigeons, swans and doves.

Primary enclosure means a structure designed to keep and shelter an animal from the outdoor elements, including at least three walls and a roof.

Proper enclosure means securely confined indoors or in a securely enclosed and locked pen or structure to prevent the animal from escaping and providing protection from the elements for the animal. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the animal to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the animal from exiting.

Provocation means an act that an adult could reasonably expect may cause an animal to attack or bite.

Regular business day means any day during which the city hall is open to the public not less than four consecutive hours between the hours of 8:00 a.m. and 7:00 p.m.

Responsible person means a person liable for the control or care of an animal.

Restraint means a device that restricts movement of an animal.

Rooster means an adult male chicken. For the purposes of this definition, crowing hens and all poultry that vocalizes similarly to rooster shall be included.

Secondary enclosure means a structure such as a fence, wall or building, which entirely encloses the area in which the primary enclosures, exercise facilities and training facilities are located and all handling activities occur. Such secondary enclosure serves to contain an animal from running at large to prevent any unauthorized public access.

Structure means any of the following:

(1) Anything which is built, constructed or erected; an edifice or building of any kind; or any piece of work artificially built up and/or composed of parts joined together in some definite manner whether temporary or permanent in character, in eluding towers, poles and other supporting appurtenances.

(2) Anything manufactured, constructed or erected which is normally attached to or positioned on land, including fences, walls, buildings, portable structures, earthen structures, roads, parking lots, and paved storage areas.

(3) Any building, sign, or appurtenance thereto, except aerial or underground utility lines, such as sewer, electrical, telephone, telegraph, or gas lines, including towers, poles, and other supporting appurtenances, and fences used to control livestock or delineate boundaries.

Substantial bodily harm means bodily injury that involves a temporary but substantial disfigurement, or that causes a temporary but substantial loss or impairment of the function of any bodily member or organ, or that causes a fracture of any bodily member.

The keeping of wild animals means possessing and handling of wild animals on any property and providing such an animal with the necessities of life such as feeding and sheltering. The keeping of wild animals may include animals being used or intended to be used for research, training, breeding, boarding, as a personal pet, or for agricultural purposes. The keeping of a wild animal may also include wild animals intended to be used for exhibition providing that such animals are not exhibited within the city, such as in the case of a public showing, circus or zoo.

Wild animal means a large or dangerous species that, in their uncaptured wild state, have the physical capacity to be dangerous to the safety and welfare of any person or property. Example of such wild animals include but are not limited to the following examples: bears; lions; wolves; coyotes; cougars; bison; tigers; panthers; monkeys; apes; alligators and crocodiles; large snakes (capable of growing greater than 6 feet in length), and; poisonous snakes.

Sec. 10-6. – Applicability and compliance.

From and after the effective date of the ordinance from which this chapter is derived, the keeping of any and all animals in the city shall be in conformity with the provisions of this chapter and after the lawful issuance of all required permits.

Sec. 10-7. – Administration.

The animal control officer, as defined in section 10-6 of Ramsey City Code, or their designee, shall be the administrator of all provisions in this chapter.

Sec. 10-8. – Enforcement.

(1) *Duties of animal control officer*. The animal control officer shall perform the following duties:

a. Seize, impound, or restrain any animal found running at large within the city.

b. Investigate all cases of animal bites reported to the city of Ramsey and supervise the quarantine of any such animal to ensure that it is kept under observation for a period of ten days.

c. Enforce all other provisions of this article.

(2) *No interference with animal control officer*. It shall be unlawful for any person to molest or in any way interfere with any peace officer, animal control officer, or any of their duly authorized assistants, or with any duly authorized agent while engaged in performing work under the provisions of this article.

Sec. 10-9. – Nonconformities.

Any animals prohibited by this chapter which have been regularly housed or kept within the city at the time this chapter is adopted, may be continued according to the following regulations:

(1) Any nonconforming animal that dies may be replaced with a similar animal, if replaced within 180 days. If a nonconforming animal is not replaced within 180 days, all future animal on the property must be conforming. Any nonconforming animal that is removed from the property for a period of more than 180 days may not be replaced, and all future animals must be conforming.

(2) The expansion or addition of more nonconforming animals to the property is prohibited.

Secs. 10-10–10-50. – Reserved.

ARTICLE II. – STANDARDS AND REGULATIONS

Sec. 10-51. – Purpose.

The following sections within this chapter set forth standards, regulations, procedures and processes for the keeping of any and all animals within Ramsey's city limits. All procedures must be in conformance with applicable provisions of state law.

Sec. 10-52. – Permitted animals.

(1) The following animals are permitted to be kept within Ramsey's city limits, in accordance with all other applicable standards for each animal within Chapter 10 of Ramsey City Code and all applicable statutes:

a. Domestic animals, as defined in Section 10-6 of Ramsey City Code;

b. Alpacas;

c. Bees;

d. Cattle family, except bison;

e. Goats;

f. Horses, including stallions, mares, geldings, foals, ponies, donkeys, asses, burros, and mules;

g. Llamas;

h. Poultry (or fowl);

i. Sheep;

j. Swine.

(2) Any animal not explicitly permitted in the above list is hereby deemed prohibited, unless the animal's owner obtains a non-traditional animal license as defined and regulated in this chapter. The above list of permitted animals shall not supersede any state or federal law prohibiting any animal or species.

(3) Persons keeping animals for a public zoo as volunteers, docents, or otherwise, any bona fide research institution or veterinary hospital are exempt from the provisions of this chapter, provided protective devices adequate to prevent such animals from escaping or injuring the public are provided.

Sec. 10-53. – Maximum number of animals allowed per property.

(1) *Dogs and cats.* All residential properties shall be allowed to keep up to three dogs over the age of six months and up to five domesticated cats over the age of six months. Properties keeping four or more dogs and/or six or more cats must obtain a private kennel license as described in Section 10-60.

(2) *Beekeeping.* All properties with an existing use shall be allowed to maintain beehives. The number of allowed hives shall be based on the total acreage of the property, in accordance with the following table:

Lot Size	***Number of Hives***
0.25 acres or less	Up to 4 hives
0.25 to 0.99 acres	Up to 8 hives

1.0 to 1.99 acres	Up to 20 hives
2.0 to 3.99 acres	Up to 40 hives
4.0 acres or larger	No limit to the number of beehives.
Note: up to 5 frame Nucleus colonies do not have quantity limits.	

(3) *All other permitted animals*. The maximum number (or head) of animals allowed, excluding domestic animals, for a specific acreage of land shall be equal to the total acreage of the property, as reflected by Anoka County's property tax records. For example, a property measuring 1.2 acres in area would be allotted 1.2 animal units. Regulations for the maximum quantity of animals allowed to be kept on a given property are established in the following table:

Permitted Animal Types	***Animal Units Per Acre***	***Minimum Acreage Required to Keep the Animal Type***
1 alpaca, cow, horse, or llama	1.0	2.5 acres, with at least 1 acre reserved as a fenced roaming area for the animals.
1 chicken (rooster)	1.0	2.5 acres
1 goat, sheep, or swine	0.5	0.5 acre
1 large poultry and fowl (including geese, turkeys, and other poultry and fowl with an average adult weight of 5 pounds or more)	0.25	0.5 acre
1 small poultry and fowl (including chickens (hens), ducks, pheasants, and other poultry and fowl with an average adult weight of less than 5 pounds)	0.04	No minimum

Sec. 10-54. – Performance standards.

The following performance standards apply to the keeping of specific species:

(1) In general.

a. All animals must be provided adequate shelter in accordance with city zoning code and Minnesota State Building Code. The enclosure shall be counted as an accessory structure when calculating the total number and square footage of permitted accessory structures on a lot.

b. All accessory structures, barns, coops, kennels, shelters, and stables in which animals are kept, except bee hives, must meet the following setback requirements:

i. 10 feet from the dwelling on the subject property;

ii. 20 feet from any dwelling on all neighboring properties;

iii. All accessory structure setbacks as defined in Section 106-450 of City Code.

c. All accessory structures, barns, coops, kennels, shelters, stables, and fenced roaming areas, where lawful, shall be kept and maintained in a clean and sanitary condition and in good repair. Flies, rodents, and noxious odors shall be controlled.

d. All fenced roaming areas, including pens, corrals or similar enclosures, shall consist of continuous fencing material of sufficient height and strength to retain the animal enclosed within the roaming area. Additionally, all fences shall meet all applicable requirements in Section 106-485 of City Code.

e. All animals must be provided a supply of water within their shelter or fenced roaming area.

f. All animals must be under the restraint of their owner or a responsible person, as defined in this chapter, while outside of their enclosure or fenced roaming area.

(2) Alpacas, cattle, horses, and llamas.

a. Extra care must be taken to ensure stallions, bulls, or intact males of any species are properly enclosed, including having the ability to separately confine them from any mares, cows, or females of any species unless they are specifically paired for breeding.

b. All fenced roaming areas for alpacas, cattle, horses, and llamas shall include at least 1 acre of land unencumbered with septic systems or wetlands.

(3) Bees.

a. No hive shall exceed 20 cubic feet in volume.

b. No hive shall be located closer than 3 feet from any property line or within any easement, whichever is more restrictive.

c. No hive shall be located closer than 10 feet from a neighboring, inhabited structure.

d. A constant supply of water shall be supplied or available to all hives.

e. A flyway barrier at least 6 feet in height shall shield any part of a property line that is within 25 feet of a hive. The flyway barrier shall consist of 100 percent opaque fencing, dense, year-round (coniferous) vegetation, existing structures, or combination thereof, and shall extend at least 25 feet beyond the hive.

f. Colonies shall be maintained in movable frame hives with adequate space and management techniques to prevent overcrowding and swarming.

g. In any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition towards swarming, it shall be the duty of the beekeeper to requeen the colony. Queens shall be selected from stock bred for gentleness and non-swarming characteristics.

(4) Chickens, ducks, geese, turkeys, and other poultry and fowl.

a. All enclosures shall remain completely enclosed to prevent unwanted intrusion by outside animals and migratory birds.

i. If 100 percent opaque fencing (privacy fencing) is utilized for the exercise area, said fencing is subject to the standard fence regulations and setbacks within City Code. If alternative fencing is used (for example, chain link fencing), then said fencing shall be no closer than 10 feet from all property lines.

b. Roosters may be kept and maintained only on parcels of at least 2.5 acres in size. Said properties are allowed a total of two roosters.

(5) Domestic cats and dogs.

a. Every owner or keeper of a dog or cat shall cause the same to be vaccinated by a licensed veterinarian with anti-rabies vaccine at least once every three years and prior to the time such dog or cat shall reach the age of six months. Proof of vaccination must be available for review upon request of the animal control officer within seven days of the request, unless in the case of a dog bite, in which proof of vaccination must be available for review immediately.

i. If the dog or cat is not currently vaccinated, the vaccination must occur as soon as possible, within a maximum of 30 days of the request, and proof of vaccination must be submitted to the animal control officer at that time.

b. No dog or cat needs to be vaccinated when a licensed veterinarian has examined the animal and certified that, at such time, vaccination would endanger its health because of its age, infirmity, debility, illness, or other medical consideration; and such exception certificate is presented to the animal control officer within seven days of the request. The animal shall be vaccinated against rabies

as soon as its health and age permit. Unvaccinated animals must be confined to the owner's property or a veterinary facility.

c. All dogs and cats in public spaces shall have an identification tag with owner or veterinarian contact information affixed to their collar. In lieu of a physical tag, a microchip embedded in the dog or cat with the same information is sufficient for identification.

(6) Domestically raised ferrets.

a. Ferrets raised and kept domestically must be vaccinated yearly.

(7) Other domestic animals.

a. Domestic animals shall be up to date on all applicable vaccines.

Sec. 10-55. – Maintenance and care standards.

All animals shall be maintained and kept in accordance with the following standards:

(1) Proper care and maintenance of each animal shall be the responsibility of the animal's owner, as defined in this chapter.

(2) On all parcels of land maintaining animals, there shall be an adequate shelter, such as a roofed or covered structure with walls, provided on the parcel to protect the animals from the elements.

(3) A confined exercise or roaming area must be provided for all animals kept outdoors. The exercise area shall be fenced to prevent the animals from roaming at large. Fences must be of sufficient design to retain and confine the animals.

(4) Manure and excrement shall be handled and treated in such a manner so as not to create a public nuisance or impact the environment or groundwater. No person shall leave accumulations of manure or excrement on any street or sidewalk. The animal's owner shall be responsible to abate such nuisance.

(5) No animal shall be treated cruelly or inhumanely by any person or in violation of Minnesota state statutes preventing cruelty to animals.

(6) Notwithstanding any other provision of this chapter, any animal taken into custody by an animal control officer under this chapter may be humanely destroyed and immediately disposed of, at the expense of the owner, when the animal is suffering and is beyond cure through reasonable care and treatment.

(7) No person shall abandon or neglect any animal within the boundaries of the city.

(8) No person may ride or drive a horse or other animal utilized for transportation after sunset and before sunrise along or crossing any public way without appropriate lighting or reflectorized clothing.

(9) No person may ride or drive a horse or other animal utilized for transportation in any public park, beach, golf course or other public property except within the right-of-way of public streets and highways and areas duly designated by the city as a trail or hitching area.

(10) Persons riding a horse or other animal utilized for transportation or driving a horse-drawn vehicle upon a public road way shall be subject to those provisions of this Code and state law applicable to the driver of motor vehicles, except those provisions which by their nature have no application.

(11) Horses or others animal utilized for transportation shall not be ridden or driven in any manner that would cause undue damage to any hard-surfaced road.

Sec. 10-56. – Nuisances.

No animals of any type may be maintained on any parcel within the city, no matter what size the parcel, if the maintenance of said animals creates a nuisance as defined in Chapter 30 or within this chapter.

(1) *Animals at large.* No person shall permit any animal of which they are the owner, caretaker or custodian to run at large within the city as defined in this chapter.

(2) *Noisy animals.* It shall be unlawful for any person to own, keep, have in possession, or harbor any animal that barks, cries, howls or makes any other noise continuously for a period of 10 minutes or intermittently for one half hour or more. Any person violating this section may be issued a citation or, if the officer deems it necessary to stop the annoyance, may have the animal taken to the city animal containment facility. Any animal placed in the containment facility may be reclaimed by the owner upon payment of the fee prescribed in the adopted rates and charges schedule, and if not reclaimed may be disposed of in the manner provided in this chapter.

(3) *Removal of excrement and manure.* It is unlawful for any person who owns or has custody of an animal to cause or permit such animal to defecate on any private property without the consent of the property owner or on any public property unless such person immediately removes the excrement and places it in a proper receptacle. The provisions of this section shall not apply to seeing-eye dogs under the control of a blind person or dogs while being used in city police activity.

(4) *Removal of carcasses.* It is unlawful for any person who owns or has custody of an animal to cause or permit carcasses of animals not buried at least 3 feet deep, picked up and removed from city limits, or destroyed within 24 hours after death.

Sec. 10-57 – Impoundment.

(1) *Impoundment.* All animals, excluding wild animals, picked up by the animal control officer or any of their duly authorized assistants shall be immediately transported to the designated animal containment facility or facility suited to appropriately house said animal. If the owner is known, they shall be immediately notified by telephone or personal contact and by written notice to their last known address. If the owner is unknown, written notice containing a description of the animal shall be posted in a reasonable manner, including social media. The notice should advise the owner that they have five regular business days to claim the dog. The term "regular business day" shall follow the definition stated in this chapter.

(2) *Reclaiming.* An owner may reclaim an impounded animal by paying to the city an impounding fee plus a boarding fee for each day the animal was confined. There shall also be an added impounding fee for any dog impounded twice or more within 12 months. Such fees shall be set by ordinance.

(3) *Unclaimed animals.* Any animal not claimed within the allotted time shall be disposed of in accordance with the provisions of Minnesota Statutes.

Sec. 10-58. – Dangerous and potentially dangerous dogs.

Cities may regulate potentially dangerous and dangerous dogs, in accordance with the regulations stated in Minn. Stat. § 347. The language within this section describes the regulations and procedures for dangerous and potentially dangerous dogs kept within the City of Ramsey.

(1) *Potentially dangerous dogs*.

a. The animal control officer will provide the owner of a dog that has been deemed potentially dangerous, per this section, with a potentially dangerous dog notice.

b. If the dog has met any of the criteria for potentially dangerous dogs as defined in this chapter, a quarantine notice will also be provided to the owner advising of a ten-day quarantine period.

c. If a proper enclosure cannot be provided for the dog, the animal control officer can seize the dog for the quarantine period. All costs of the care, keeping, and disposition of the dog are the responsibility of the owner or person claiming an interest in the dog.

d. Any person knowing of a human being bitten by a dog shall immediately notify the animal control officer and said dog shall then be confined and kept under observation for a period of ten days before

being removed from the owner's property or destroyed. Alternately, the dog shall be euthanized and immediately tested for rabies at the owner's expense.

(2) *Dangerous dogs*.

a. The animal control officer will provide the owner of a dog that has been deemed dangerous, per this section, with a dangerous dog notice.

b. If the dog has met any of the criteria for dangerous dogs as defined in this chapter, a quarantine notice will also be provided to the owner advising of a ten-day quarantine period.

c. If a proper enclosure cannot be provided for the dog, the animal control officer can seize the dog for the quarantine period. All costs of the care, keeping, and disposition of the dog are the responsibility of the owner or person claiming an interest in the dog.

d. Any person knowing of a human being bitten by a dog shall immediately notify the animal control officer and said dog shall then be confined and kept under observation for a period of ten days before being removed from the owner's property or destroyed. Alternately, the dog shall be euthanized and immediately tested for rabies at the owner's expense.

e. An owner of a dangerous dog shall keep the dog, while on the owner's property, in a proper enclosure. If the dog is outside the proper enclosure, the dog must be muzzled and restrained by a substantial chain or leash and under the physical restraint of a responsible person. The muzzle must be made in a manner that will prevent the dog from biting any person or animal but that will not cause injury to the dog or interfere with its vision or respiration.

f. An owner of a dangerous dog must renew the registration of the dog annually until the dog is deceased. If the dog is removed from the jurisdiction, it must be registered as a dangerous dog in its new jurisdiction.

g. An owner of a dangerous dog must notify the animal control authority in writing of the death of the dog or its transfer to a new location where the dog will reside within 30 days of the death or transfer, and must, if requested by the animal control authority, execute an affidavit under oath setting forth either the circumstances of the dog's death and disposition or the complete name with date of birth, mailing address, email address, and telephone number of the person to whom the dog has been transferred or the address where the dog has been relocated.

h. An animal control authority shall require a dangerous dog to be sterilized at the owner's expense. If the owner does not have the animal sterilized within 30 days, the animal control authority shall seize the dog and have it sterilized at the owner's expense.

i. A person who owns a dangerous dog and who rents property from another owner or entity where the dog will reside must disclose to the property owner prior to entering the lease agreement and at the time of any lease renewal that the person owns a dangerous dog that will reside at the property.

j. A person who transfers ownership of a dangerous dog must notify the new owner that the animal control authority has identified the dog as dangerous. The current owner must also notify the animal control authority in writing of the transfer of ownership and provide the animal control authority with the new owner's complete name with date of birth, mailing address, email address, and telephone number.

(3) *Dangerous dog registration*.

a. *Requirement.* No person may own a dangerous dog in this state unless the dog is registered as provided in this section.

b. *Registration.* An animal control authority shall issue a certificate of registration to the owner of a dangerous dog if the owner presents sufficient evidence that:

i. A proper enclosure exists for the dangerous dog and a posting on the premises with a clearly visible warning sign that there is a dangerous dog on the property, including a warning symbol to inform children;

ii. A surety bond issued by a surety company authorized to conduct business in this state in a form acceptable to the animal control authority in the sum of at least the minimum allowed by Minnesota Statute, payable to any person injured by the dangerous dog, or a policy of public liability insurance issued by an insurance company authorized to conduct business in this state in the amount of at least the minimum allowed by Minnesota Statute, insuring the owner for any personal injuries inflicted by the dangerous dog;

iii. The owner has paid an annual fee as established by an annual fee schedule and regulated per Minn. Stat. § 347 to obtain a certificate of registration for a dangerous dog under this section; and

iv. The owner has had microchip identification implanted in the dangerous dog with the name of the microchip manufacturer and identification number of the microchip provided to the animal control authority. If the microchip is not implanted by the owner, it may be implanted by the animal control authority. In either case, all costs related to purchase and implantation of the microchip must be borne by the dog's owner.

c. *Warning symbol.* If an animal control authority issues a certificate of registration to the owner of a dangerous dog pursuant to this chapter, the animal control authority must provide, for posting on the owner's property, a copy of a warning symbol to inform children that there is a dangerous dog on the property. The warning symbol must be the uniform symbol provided by the commissioner of public safety. The commissioner shall provide the number of copies of the warning symbol requested by the animal control authority and shall charge the animal control authority the actual cost of the warning symbols received. The animal control authority may charge the registrant a reasonable fee to cover its administrative costs and the cost of the warning symbol.

d. *Fee.* The animal control authority may charge the owner an annual fee as established by an annual fee schedule to obtain a certificate of registration for a dangerous dog under this section.

e. *Dangerous dog designation review.* In accordance with Minn. Stat. § 347, beginning six months after a dog is declared a dangerous dog; an owner may request annually that the animal control authority review the designation. The owner must provide evidence that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the animal control authority finds sufficient evidence that the dog's behavior has changed, the authority may rescind the dangerous dog designation.

f. *Law enforcement; exemption.* The provisions of this section do not apply to dangerous dogs used by law enforcement, fire suppression, or emergency medical officials for public safety duties.

g. *Exemption.* Dogs may not be declared dangerous if the threat, injury, or damage was sustained by a person:

i. Who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog;

ii. Who was tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, tormented, abused, or assaulted the dog; or,

iii. Who was committing or attempting to commit a crime.

h. *Tag.* A dangerous dog registered under this section must have a standardized, easily identifiable tag identifying the dog as dangerous and containing the uniform dangerous dog symbol, affixed to the dog's collar at all times.

(4) *Hearing for dogs deemed dangerous or potentially dangerous*. The owner of a dog that a dog that has been deemed dangerous or potentially dangerous may request a hearing to determine the validity of the dangerous or potentially dangerous dog declaration. If such a request is made, the owner must immediately comply with the provisions outlined in Minn. Stat. § 347, until the hearing examiner issues an opinion. To appeal the dangerous or potentially dangerous dog declaration:

a. A request, identifying with specificity the basis for the dog owner's objection to the declaration shall be filed in writing with the office of the chief of police within the allotted time per Minn. Stat. § 347. Failure to do so within the allotted time will terminate the owner's right to a hearing.

b. A filing fee as established by an annual fee schedule shall be submitted with the appeal request. In the event that the dangerous dog declaration is not upheld by the hearing examiner, the filing fee will be refunded to the dog's owner. Per Minn. Stat. § 347, if the dangerous dog declaration is upheld by the hearing examiner, actual expenses of the hearing up to a maximum allowed by Minnesota Statute will be the responsibility of the dog's owner.

c. A hearing shall be conducted within the allotted time per Minn. Stat. § 347.

d. The hearing officer shall issue a decision on the matter within the allotted time per Minn. Stat. § 347 after the hearing. The decision must be delivered to the dog's owner by hand delivery or registered mail as soon as practical and a copy must be provided to the animal control authority.

e. If the hearing officer affirms the dangerous dog declaration, the owner will have 14 days from receipt of that decision to comply with all requirements of the notice.

f. Any costs incurred for the care, keeping, and disposition of the dog are the responsibility of the person claiming an interest in the dog, except to the extent that a court or hearing officer finds that the seizure or impoundment was not substantially justified by law.

(5) *Failure to restrain an attack by a dog*.

a. It shall be unlawful for an owner to fail to restrain a dog from inflicting or attempting to inflict bodily injury to any person or other animal. Violation of this section shall be a misdemeanor. The court, upon a finding of the defendant's guilt hereunder, is authorized to order, as part of the disposition of the case, that the animal be destroyed based on a written order containing one or more of the following findings of fact:

i. The animal is dangerous as demonstrated by a vicious attack, an unprovoked attack, an attack without warning, or multiple attacks; or

ii. The owner of the animal has demonstrated an inability or unwillingness to control the animal in order to prevent injury to persons or other animals.

b. If the court does not order the destruction of the dog, the court, as an alternative, may order the defendant to provide, and show proof to the court of public liability insurance in the minimum amount allowed by Minnesota Statute.

(6) *Stopping an attack.*

a. If any animal control officer is witness to an attack by a dog upon a person or another animal, the officer may take whatever means they deem appropriate to bring the attack to an end and prevent further injury to the victim.

(7) *Grounds for seizure and impoundment.*

a. The animal control authority shall immediately seize any dog if:

i. The animal control authority has reason to believe that the dog is a dangerous or potentially dangerous dog and is kept or maintained under conditions or circumstances creating an unacceptable risk of harm to physical persons or other domesticated animals.

ii. The dog meets the definition in this chapter of either a dangerous or potentially dangerous dog, pending a determination whether the animal is dangerous or potentially dangerous at the owner's request and expense.

iii. After 14 days after the owner has notice that the dog is dangerous, the dog is not validly registered and in compliance under this chapter or applicable state law.

iv. For any other reason authorized by law.

b. A dangerous dog seized under this section may be reclaimed by the owner of the dog upon payment of impounding and boarding fees, and presenting proof to the appropriate animal control authority that the requirements of this chapter and state law are met. A dog not reclaimed under this section within seven days may be disposed of in a manner permitted by law, and the owner is liable for costs incurred in confining and disposing of the dog.

Sec. 10-59. – Report of dog bites; rabies quarantine.

(1) An owner or custodian of a dog which does not have an appropriate anti-rabies vaccination and which bites or otherwise exposes a person to rabies virus may be penalized per state law.

(2) Whenever a domestic animal such as a dog, cat, or other domestic animal capable of transmitting rabies bites a person causing a puncture, laceration, abrasion or similar type would or break in the skin or any time the saliva of such animal comes into contact with a puncture, laceration, abrasion or similar type wound or break in the skin of a person, the animal shall be placed under quarantine for a ten-day period from the date of the bite or saliva exposure.

(3) An animal under quarantine may be kept on the premises of the owner under the following conditions:

a. The animal must be kept confined in a building or other suitable structure or enclosure from which the animal cannot escape, and which prohibits contact with other animals or persons other than immediate family members. An outside kennel or fenced yard is not a suitable structure or enclosure for quarantine purposes.

b. The animal may not be removed or released from the building or structure, except the animal may be taken to a veterinary hospital to receive emergency veterinary care or animal may be taken outside (limited to the premises of the owner) to urinate and defecate, provided the animal is securely leashed and under the immediate supervision and control of a responsible person. When outside, the animal shall not be allowed to come into contact with any animals or persons other than immediate family members. When an animal has finished urinating, defecating, or receiving emergency veterinary care, it shall be immediately returned to the building where it is being confined for the quarantine period.

c. The animal may not be vaccinated against rabies virus during the quarantine period.

d. The animal must be made available to animal control officer or state health department for inspection at reasonable times during the quarantine period.

e. If the animal becomes sick or dies during the quarantine period, the animal control officer shall be notified immediately. The carcass of any animal that dies during the quarantine period shall be immediately turned over to the animal control officer or state health department.

(4) If the owner fails to comply with any of the above conditions, the animal shall be immediately impounded for the duration of the quarantine period at the city animal containment facility at the expense of the owner. The owner of an animal may impound the animal at the city animal containment facility for the quarantine period if they choose, at their own expense.

Sec. 10-60. – Private kennel license.

All property owners that want to keep more than three dogs and/or more than five cats over six months in age must be granted a private kennel license.

(1) *Application.* All private kennel license applications must include the following information:

a. The name, address, email address, and telephone number of the applicant.

b. The address of the property where the dogs and/or cats will be kept.

c. The number of dogs and/or cats proposed to be maintained on the property.

d. The breeds of the dogs and/or cats to be maintained.

e. A copy of rabies vaccination records for all dogs and/or cats to be maintained.

f. Upon request, a sketch plan of the property showing where the dogs and/or cats will be maintained.

(2) *Process.*

a. Private kennel license applications must be filed with the animal control officer with the permit fee as defined by the annual rates and charges ordinance and all required information listed in this section.

b. The deadline to submit an application will be at least 30 days prior to a city council meeting.

c. Following an inspection of the exterior of the property proposed to be licensed, including all outdoor areas where the dogs and/or cats are regularly kept and maintained, the animal control officer shall make a recommendation to the city council to approve or deny the application.

d. Public hearing notice mailing distance is 350 feet.

e. The city council shall hold a public hearing and make the final decision on the application. The private kennel license is approved by the city council by resolution.

f. The city council may attach reasonable conditions or modifications to the property to mitigate any adverse effects of the site.

(3) *Term and transfer.* The license shall be valid without renewal provided that the applicant complies with the terms of the license. Licenses under this chapter may not be transferred from person to person or from place to place.

(4) *Revocation.* The city council may revoke any license issued under this chapter upon adequate notice and a hearing before the council, if requested, on the following grounds:

a. Any violation of this Code;

b. Material misstatement or misrepresentation in application for the license;

c. Failure to keep the licensee's property in an orderly, aesthetically pleasing manner as prescribed by the city council and/or its designated representative;

d. Failure to comply with the terms of the license.

Sec. 10-61. – Non-traditional animal license.

All property owners that want to keep a non-traditional animal or other animal not explicitly permitted in this chapter must be granted a non-traditional animal license.

(1) *Application.* All non-traditional license applications must include the following information:

a. The name, address, email address, and telephone number of the applicant.

b. The name, address, email address, and telephone number of the licensed veterinarian hired to provide veterinary care for the non-traditional animal(s).

c. The address of the property where the non-traditional animal(s) will be kept.

d. The number of non-traditional animals proposed to be maintained on the property.

e. The species and breeds of the non-traditional animal(s) to be maintained.

f. A sketch plan of the property showing where the non-traditional animal(s) will be maintained.

i. Note: the city reserves the right to require a certificate of survey.

g. A letter explaining in detail the proposal that addresses all regulations and review criteria in this chapter.

h. A prescribed plan for the maintenance and care of each non-traditional species proposed to be kept on the property, per written advice from a licensed veterinarian.

i. A copy of all permits required from the state department of natural resources, United States Department of Agriculture, United States Fish and Wildlife Service, and/or any other government agency.

j. A copy of the owner's qualifications, list of professional references and any other background materials as required by the animal control officer.

k. A copy of building plans for primary and secondary enclosures, as defined within this chapter.

l. Any additional information found necessary by the animal control officer.

(2) *Process.*

a. Non-traditional animal license applications must be filed with the animal control officer with the permit fee as defined by the annual rates and charges ordinance and all required information listed in this section.

b. The deadline to submit an application will be at least 30 days prior to a city council meeting.

c. Upon submittal of a completed application, the animal control officer shall schedule a public hearing at a subsequent city council meeting. The animal control officer shall review the application alongside any applicable city staff or contracted official.

d. Review criteria includes, but is not limited to, the following items:

i. Surrounding land uses.

ii. Structural soundness and security of all primary and secondary enclosures.

iii. Design, size, location and configuration of all primary and secondary enclosures.

iv. Maintenance of the primary and secondary enclosures and all other structures and areas used in relation to the keeping of any animal.

v. Nuisances such as noise and odors, or anything classified as a nuisance in City Code.

vi. Aesthetics, including the appearance of the property and structure where an animal is kept.

vii. Compliance with all sections of this Code.

viii. Regulations of the state department of natural resources, United States Department of Agriculture, United States Fish and Wildlife Service, and/or any other governmental agency.

ix. Nature and characteristics of each type of animal being proposed to be kept on the property, such as its size, strength, disposition, and its ability to harm a person or property.

x. Other criteria found relevant by the city.

e. Following an inspection of the property proposed to be licensed while accompanied by a licensed veterinarian, the animal control officer shall make a recommendation to the city council to approve or deny the application.

f. Public hearing notice mailing distance is 350 feet.

g. The city council shall hold a public hearing and make the final decision on the application. The non-traditional animal license is approved by the city council by resolution.

h. The city council may attach reasonable conditions or modifications to the property to mitigate any adverse effects of the site.

(3) *Term and transfer.* The license shall be valid without renewal provided that the applicant complies with the terms of the license. Licenses under this chapter may not be transferred from person to person or from place to place.

(4) *Revocation.* The city council may revoke any license issued under this chapter upon adequate notice and a hearing before the council, if requested, on the following grounds:

a. Any violation of this Code;

b. Material misstatement or misrepresentation in application for the license;

c. Failure to keep the licensee's property in an orderly, aesthetically pleasing manner as prescribed by the city council and/or its designated representative;

d. Failure to comply with the terms of the license.

Chapter 10 ANIMALS[1]

ARTICLE I. IN GENERAL

Sec. 10-1. Keeping of certain animals, livestock and poultry.

(a) *Prohibited animals.*

(1) The following animals are prohibited within the city:

a. Any animal or species prohibited by state or federal law.

b. All large cats of the family felidae, such as lions, tigers, jaguars, leopards, cougars and ocelots, except commonly accepted domesticated house cats.

c. All members of the family canidae, such as wolves, foxes, coyotes, dingoes and jackals, except domesticated dogs.

d. All poisonous animals, including snakes; that upon touch or bite may cause hallucinations, alter cardiopulmonary functions, or even death.

e. Dangerous farm type animals, including bison, emus, and ostrich, except with a non-traditional animal license.

f. All other animals which are not listed explicitly above, but which can be easily defined in this chapter as an exotic animal, including bears, wolverines, and badgers.

(2) Persons keeping animals for a public zoo as volunteers, docents, or otherwise, any bona fide research institution or veterinary hospital are exempt from the provisions of this chapter, provided protective devices adequate to prevent such animals from escaping or injuring the public are provided.

(b) *Non-domestic animals.*

(1) The schedule referred to in subsection (b)(1) of this section shall be used in the following manner:

a. The types of non-domestic animals kept or maintained shall be limited to those listed on the schedule.

b. The maximum number of animal units allowed, excluding domestic animals, for a specific acreage of land shall be determined by the following formula:

Maximum number of animal units allowed = Number of acres rounded down to the nearest quarter (.25) acre(s):

[1]Editor's note(s)—Ord. No. 15-12, § 2, adopted July 14, 2015, amended chapter 10 in its entirety to read as herein set out. Former chapter 10, §§ 10-1, 10-2, 10-23, 10-24, 10-52—10-70, 10-95 and 10-119—10-128, pertained to similar material. See the Code Comparative Table for the chapter's history.

State law reference(s)—General authority relative to animals, Minn. Stats. §§ 410.33, 412.221, subd. 21; animal health, Minn. Stats. ch. 35; dogs and cats, Minn. Stats. ch. 347; cruelty to animals, Minn. Stats. § 343.20 et seq.; stray animals and companion animals, Minn. Stats. ch. 346.

Permitted Animal Types	*Assigned Animal Unit Values*	*Minimum Acreage Required*
Cattle family except Bison	1 head = 1 unit	2.5 acres
Llama/Alpaca family	1 head = 1 unit	2.5 acres
Swine family	2 head = 1 unit	2.5 acres
Sheep/Goat family	2 head = 1 unit	0.50 acres
Poultry/Fowl families (chicken, duck)	25 head = 1 unit	No minimum
Poultry/Fowl families (turkey, goose)	8 head = 1 unit	2.5 acres
Horse/Mule family	See section 10-1(4)c.	1.5 acres
Animal units not addressed in this table will be determined by the City at the time of Non-Traditional Animal License consideration.		

(2) Poultry/fowl shall be subject to the following:

a. Poultry/fowl are defined as chickens, turkeys, geese, ducks, or similar.

b. Poultry/fowl must be provided an enclosure in accordance with city zoning code and Minnesota State Building Code. The enclosure shall be counted as an accessory building when calculating total number of permitted accessory buildings on a property. The enclosure and surrounding grounds shall be maintained in a clean and sanitary condition and in good repair. Flies, rodents, and noxious odors shall be controlled. Poultry/fowl may not run at large.

c. Poultry/fowl, including any shelters, coops and/or containment fencing, must be located in side or rear yards only.

d. All enclosures must maintain a minimum setback of ten feet from all property lines and must maintain a minimum setback of 30 feet from all adjacent inhabited structures.

1. The enclosure shall remain completely enclosed to prevent unwanted intrusion by outside animals and migratory birds.

2. If 100 percent opaque fencing (privacy fencing) is utilized for the exercise area, said fencing is subject to the standard fence regulations and setbacks within City Code. If alternative fencing is used (for example, chain link fencing), then said fencing shall be no closer than ten feet to a property line.

e. Roosters may be kept and maintained only on parcels of at least two and one-half acres in size. Said properties are allowed a total of two roosters.

1. Setbacks for rooster enclosure and exercise area shall be 50 feet from any neighboring place of human habitation and 75 feet from neighboring property lines.

(3) Cattle, and swine families shall be subject to the following:

a. Cattle, llama/alpaca, and swine families may be kept and maintained only on parcels of at least two and one-half acres in size.

b. Sheep/goats may be kept and maintained on parcels of at least one-half acre in size.

c. Barns and stables subject to section 10-3.

(4) Horses.

a. Intent and purpose of section provisions. The intent of this section is to establish regulations for maintaining horses as defined in subsection (b) of this section exclusively on property. Section 10-3 (barns and stables) also applies to this article. The purpose of this section is:

1. To prohibit the maintaining of horses on lots or parcels of record less than one and one-half acres in size;

2. *Reserved.*

3. To ensure proper handling, treatment and maintenance of horses.

b. Horse defined. As used in this section, the term "horse" shall mean any stallion, mare, gelding, foal, pony, donkey, ass, burro, mule or animal of horse kind.

c. Acreage requirements. The following chart prescribes the number of horses that can be maintained on lots of record of sizes as shown. The lease of property contiguous to the lot of record is eligible to meet acreage requirements provided the lot of record is at least one and one-half acres in size and evidence of a current lease is provided to the city:

Acreage	Number of Horses Permitted
Less than 1.5 acres	0
1.5—3.0 acres	2
Over 3 acres	2 plus 1 additional horse for each full acre over 3 acres.

d. *Reserved.*

e. Rodent and insect control.

1. Manure shall be handled or treated in such a manner as not to create a public nuisance which shall mean at a minimum that manure will be properly disposed of weekly when the number of horses on any one parcel exceeds one horse per one-half acre of enclosed roaming area.

2. Corrals, pens, stables or similar enclosures shall be maintained in a manner to minimize fly breeding.

3. Accumulations of horse manure on the paved portion of a street, sidewalk or alley shall not be permitted, and the horse owner shall be responsible to abate such nuisance.

f. Care and maintenance of horses.

1. No horse shall be treated cruelly or inhumanely by any person or in violation of Minn. Stats. ch. 343, which provisions relate to preventing cruelty to animals.

2. Proper care and maintenance of each horse shall be the responsibility of the person, firm or corporation designated as the owner, caretaker or custodian of such horse.

3. No person shall keep a horse in a manner creating a public or private nuisance.

4. Horses shall be provided adequate shelter.

5. Fences for pens, corrals or similar enclosures must be of sufficient height and strength to retain the horses enclosed. Extra care must be taken to ensure the stallions are properly enclosed.

g. Control, trespass roadways and impoundment.

1. No person shall permit any horse of which they are the owner, caretaker or custodian to run at large within the city. Such animal will be deemed to run at large when it is off the premises owned or rented by its owner and unaccompanied by the owner, or an agent or employee of the owner.

2. The chief of police or any designated agent of the city may impound any horse found at large and shall provide proper sustenance for such impounded horse. The chief of police or designated agent shall, within 24 hours after any such horse has been impounded, post written notice at the city hall describing such horse and stating that it has been impounded. If the owner of the impounded horse is known to the person impounding, personal service of notice of such impounding shall be served within 24 hours after impounding upon such owner in the manner prescribed by state law for the service or process.

3. Costs incurred by the city in impounding horses running at large shall be paid by the horse owner prior to releasing the horse. An impounded horse shall be released only to a person providing proof of ownership and displaying a receipt from the city administrator showing payment of the reasonable costs of impounding, cost of feeding and veterinarian care.

4. Any person who, without authority of law, and without first paying the costs due, shall take an impounded horse out of the enclosure in which it is impounded, shall be guilty of a misdemeanor.

5. In the event a horse impounded by the city is not redeemed within 14 days, after its impoundment, the chief of police or designated agent shall give three days' notice of the time and place where such horse will be sold by posting and serving notices as required for notice herein. If such horse cannot be sold on the day stated, it may be sold as soon as possible thereafter without notice. The city treasurer shall deposit said proceeds in the general fund.

6. If the previous owner of the horse which was sold makes a claim for the sale proceeds within one year from the sale date, the city finance officer, on order from the council, shall pay the previous horse owner the difference between the sale price and the cost of impounding, feeding and sales charges; otherwise, the sale proceeds shall be forfeited to the city.

7. No person may ride or drive a horse after sunset and before sunrise along or crossing any public way without appropriate lighting or reflectorized clothing.

8. The council shall designate and properly post those areas in public lands and parks where horses may be ridden.

9. No person may ride or drive a horse in any public park, beach, golf course or other public property except within the right-of-way of public streets and highways and areas duly designated by the city as a trail or hitching area.

10. Persons riding a horse or driving a horse-drawn vehicle upon a public road way shall be subject to those provisions of this Code and state law applicable to the driver of motor vehicles, except those provisions which by their nature have no application.

11. Horses shall not be ridden or driven in any manner that would cause undue damage to any hard-surfaced road.

12. No person shall ride or drive a horse upon private property without the prior written permission of the owner or occupant thereof.

13. No person shall interfere with any horse ridden or kept in a lawful manner, and owners of domestic animals shall restrain their animal so as to not interfere.

(5) Beekeeping. Bee hives must be maintained in conformance with the following:

a. Hives may only be located on lots with an existing use.

b. The number of allowed hives shall be based on property size:

Lot Size	Number of Hives
0.25 acres or less	Up to 4 hives
0.25—0.99 acres	Up to 8 hives
1.00—1.99 acres	Up to 20 hives
2.00—3.99 acres	Up to 40 hives
4 acres or larger	No limit to the number of hives
(Up to 5 frame Nucleus colonies do not have quantity limits.)	

c. No hive shall exceed 20 cubic feet in volume.

d. No hive shall be located closer than three feet from any property line or within any easement, whichever is more restrictive.

e. No hive shall be located closer than ten feet from a neighboring, inhabited structure.

f. A constant supply of water shall be supplied or available to all hives.

g. A flyway barrier at least six feet in height shall shield any part of a property line that is within 25 feet of a hive. The flyway barrier shall consist of 100 percent opaque fencing, dense, year-round (coniferous) vegetation, existing structures, or combination thereof, and shall extend at least 25 feet beyond the hive.

h. Colonies shall be maintained in moveable frame hives with adequate space and management techniques to prevent overcrowding and swarming.

i. In any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition towards swarming, it shall be the duty of the beekeeper to requeen the colony. Queens shall be selected from stock bred for gentleness and nonswarming characteristics.

(6) Non-traditional animal license.

a. Non-traditional or exotic animals are those that are not normally considered to be domesticated but are not wild animals as defined in section 10-119. A person may keep a non-traditional or exotic animal as defined herein only upon issuance of non-traditional animal license. In determining whether an animal is considered non-traditional or exotic, it shall be the responsibility of the applicant to supply the city with the necessary data and information to reasonably prove that the animal is not dangerous in captivity. This information shall be part of the public record and shall be discussed as part of the non-traditional animal license.

b. In reviewing a request to keep non-traditional or exotic animals, the city may impose conditions and restrictions as it finds necessary, including but not limited to the following:

1. Restrictions on the number and type of animals;

2. Setbacks greater than those required in section 10-23 or the underlying zoning district for the property in question;

3. Restrictions on the size, height, and type of enclosures;

4. Screening or landscaping of the proposed use.

c. The applicant must also submit a copy of all permits required from any other regulatory agencies.

d. License process.

1. *Application*. The application for a license shall contain the following information; name, address, and telephone number of applicant; the address of the location, and a sketch plan of the premises where the animals will be maintained include how the owner will demonstrate compliance with the standards of this section.

2. *Processing application*. The application must be filed with the zoning administrator together with the permit fee 30 days prior to a city council meeting. Following an inspection of the premises proposed to be licensed, the zoning administrator shall make a recommendation to the city council to approve or deny the application. The city council shall hold a public comment period and make the final decision on the application.

3. *Term and transfer*. The license shall be valid without renewal provided that the applicant complies with the terms of the license. Licenses under this chapter may not be transferred from person to person or from place to place.

4. *Revocation*. The council may revoke any license issued under this article upon adequate notice and a hearing before the council, if requested, on the following grounds: Any violation of this Code; material misstatement or misrepresentation in application for license or renewal thereof; failure to keep the licensee's premises in an orderly, aesthetically pleasing manner as prescribed by the council and/or its designated representative; failure to comply with the terms of the license.

(7) Miscellaneous maintenance standards.

a. On all parcels of land maintaining non-domestic animals, there shall be a roofed or covered structure with walls to protect the animals from the elements.

b. A confined exercise area must be provided for the animals. The exercise area shall be fenced off to prevent the animals from roaming at large. Chickens are exempt from fencing requirements.

c. Manure shall be handled and treated in such a manner so as not to create a public nuisance or impact the environment or groundwater. Corrals, pens, stables, and similar enclosures shall be maintained in a manner to minimize fly breeding. No person shall leave accumulations of manure on any street or sidewalk.

d. No non-domestic animal shall be treated cruelly or inhumanely by any person or in violation of state statutes preventing cruelty to animals.

e. No animals of any type may be maintained on any parcel within the city, no matter what size the parcel, if the maintenance of said animals creates a nuisance as defined in chapter 30.

(c) *Domestic animals.*

(1) Domestic animals are classified as:

a. Domestic dogs (excluding hybrids with wolves, coyotes or jackals);

1. Domestic dogs are limited to four without a private kennel license;

2. Domestic dogs shall be provided an enclosure protected from inclement weather during the winter months (November—March);

b. Domestic cats (excluding hybrids with ocelots or margays);

c. Rodents, such as hamsters, mice, gerbils, white rats, guinea pigs, chinchillas or hedgehogs, capable of being maintained continuously in a cage;

d. Rabbits;

e. Captive-bred species of common cage birds;

f. Small non-venomous snakes;

g. Non-poisonous lizards, iguanas, chameleons, salamanders and turtles or other similar small reptiles, unless prohibited by state or federal law;

h. Fish, unless prohibited by state or federal law;

i. Domestically raised ferrets (must be vaccinated yearly);

j. Domestically raised pot-bellied pigs.

(2) Domestic animals shall be up to date on vaccines.

(3) Domestic animals are permitted in all residential districts.

(Ord. No. 15-12, § 2, 7-14-2015; Ord. No. 22-03, § 2, 2-8-2022; Ord. No. 24-03, § 2, 3-26-2024; Ord. No. 25-05, § 2, 4-8-2025)

Sec. 10-2. Animals at large.

No person shall allow any animal of any type to run at large.

(1) The term "at large" means an animal that is off the premises of the owner and is:

a. Not on a leash held by a responsible person; or

b. Not accompanied by and under the direct control of a responsible person so as to be effectively restrained by command.

(2) An animal shall not be determined to be at large if it is:

a. Engaged in wild game or animal hunting and under the control of its owner or a responsible person;

b. Engaged in obedience training and under the control of its owner or a responsible person; or

c. Running loose on the owner's property, or property under the owner's control and under the control of a responsible party.

(3) If the animal is running loose on the owner's property and runs onto adjacent public or private properties and does not respond to a person, then the animal is considered at large.

(Ord. No. 15-12, § 2, 7-14-2015; Ord. No. 22-03, § 2, 2-8-2022)

Sec. 10-3. Barns and stables.

(a) No stable or barn in which cows, horses, roosters, or other animals are kept may be located within 50 feet of a place of human habitation and 75 feet from neighboring property lines. Such stables and barns, where lawful, shall be kept clean. Manure shall be removed with sufficient frequency to avoid nuisance from odors or from the breeding of flies at least once every two weeks.

(b) Manure shall be removed by hauling beyond the city limits unless used for fertilizer, in which case it shall be spread upon the ground evenly and turned under at once or as soon as the frost leaves the ground.

(Ord. No. 15-12, § 2, 7-14-2015; Ord. No. 22-03, § 2, 2-8-2022)

Secs. 10-4—10-51. Reserved.

ARTICLE II. DOGS[2]

DIVISION 1. GENERALLY

Sec. 10-52. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal control authority means an agency of the state, county, municipality, or other governmental subdivision of the state which is responsible for animal control operations in its jurisdiction.

Boarding means providing for the care, shelter, or feeding of dogs, not owned by the owner or occupant of the premises where said dogs are kept, for any period.

Dangerous dog means any dog that has:

(1) Without provocation, inflicts substantial bodily harm on a human being on public or private property.

(2) Has killed a domestic animal without provocation while off the owner's property.

(3) Has been found to be potentially dangerous, and, after the owner has notice that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.

Dog means any male or female of the canine species.

Dog owner means the license holder or any other person, firm, association, or corporation owning, keeping or harboring a dog. Any person keeping or harboring a dog for five consecutive days shall, for the purposes of this definition, be deemed an owner.

Great bodily harm means bodily injury which creates a high probability of death, or which causes serious permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily harm

Kennel, commercial, means a place where boarding and/or training is offered to any number of dogs not owned by the owner or occupant of the premises. Such boarding and/or training may also include but is not limited to related uses such as selling, breeding, showing, treating or grooming. Pet shops, veterinary clinics, and pet grooming facilities are considered commercial uses but shall not be defined as commercial kennels.

[2]Ord. No. 22-03, § 2, adopted February 8, 2022, repealed the former article II, § 10-24, and renumbered articles III and IV as articles II and III. The former article II pertained to horses and derived from Ord. No. 15-12, adopted July 14, 2015.

State law reference(s)—Dogs and cats, Minn. Stats. ch. 347.

Kennel, private, means a place where a dog owner keeps four or more dogs over six months of age on property occupied by the dog owner for residential purposes and where the keeping of such dogs is incidental to the occupancy of the premises, and may include breeding and selling of dogs as a hobby. A conditional use permit is required for four or more dogs.

Owner means the license holder or any other person, firm, association, or corporation owning, keeping or harboring a dog. Any person keeping or harboring a dog for five consecutive days shall, for the purposes of this definition, be deemed an owner.

Potentially dangerous dog means any dog that:

(1) When unprovoked, inflicts bites on a human or domestic animal on public or private property.

(2) When unprovoked, chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks, or any public or private property, other than the dog owner's property, in an apparent attitude of attack.

(3) Has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

Proper enclosure means securely confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the animal from escaping and providing protection from the elements for the dog. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the dog to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the dog from exiting.

Provocation means an act that an adult could reasonably expect may cause a dog to attack or bite.

Running at large means any dog which is not either:

(1) Effectively contained on private property;

(2) Effectively restrained, by chain or leash, to private property with the consent of the property owner;

(3) Effectively restrained by a chain or leash not to exceed six feet in length; or

(4) Under the voice control of its owner.

Substantial bodily harm means bodily injury that involves a temporary but substantial disfigurement, or that causes a temporary but substantial loss or impairment of the function of any bodily member or organ, or that causes a fracture of any bodily member.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-53. Animal control officer.

As used in this article the term "animal control officer" means any city officer or employee designated to enforce any portion of this article.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-54. Duties of animal control officer.

The animal control officer shall perform the following duties:

(1) Seize, impound, or restrain any dog found running at large within the city.

(2) Investigate all cases of animal bites reported to him and supervise the quarantine of any such animal to ensure that it is kept under observation for a period of ten days.

(3) Enforce all other provisions of this article.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-55. No interference with officer.

It shall be unlawful for any person to molest or in any way interfere with any peace officer, animal control officer, or any of their duly authorized assistants, or with any duly authorized agent while engaged in performing work under the provisions of this article.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-56. Number of dogs permitted.

(a) On a parcel or series of contiguous parcels under the same ownership or occupancy as the dog owner, no more than three dogs are permitted. A private kennel license is required for four or more dogs.

(b) *Private kennel license process.*

(1) *Application.* The application for a license shall contain the following information; name, address, and telephone number of applicant; the address of the location where four or more dogs will be maintained, the number of dogs proposed to be maintained on the premise, the breeds of the dogs to be maintained, and a sketch plan of the premises where the dogs will be maintained.

(2) *Processing application.* The application must be filed with the zoning administrator together with the permit fee 30 days prior to a city council meeting. Following an inspection of the premises proposed to be licensed, the zoning administrator shall make a recommendation to the city council to approve or deny the application. The city council shall hold a public hearing and make the final decision on the application.

(3) *Term and transfer.* The license shall be valid without renewal provided that the applicant complies with the terms of the license. Licenses under this chapter may not be transferred from person to person or from place to place.

(4) *Revocation.* The council may revoke any license issued under this article upon adequate notice and a hearing before the council, if requested, on the following grounds:

a. Any violation of this Code;

b. Material misstatement or misrepresentation in application for license or renewal thereof;

c. Failure to keep the licensee's premises in an orderly, aesthetically pleasing manner as prescribed by the council and/or its designated representative;

d. Failure to comply with the terms of the license.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-57. Reserved.

Ord. No. 21-08, § 3, adopted February 23, 2021, repealed § 10-57, which pertained to individual dog licensing and derived from Ord. No. 15-12, adopted July 14, 2015.

Sec. 10-58. Tags.

All dogs in public spaces shall have an identification tag with owner or veterinarian contact information affixed to the dog collar. In lieu of a physical tag, a microchip embedded in the dog with the same information is sufficient for identification.

(Ord. No. 15-12, § 2, 7-14-2015; Ord. No. 21-08, § 3, 2-23-2021)

Sec. 10-59. Rabies vaccination.

(a) Every owner or keeper of a dog shall cause the same to be vaccinated by a licensed veterinary with anti-rabies vaccine at least once every three years and prior to the time such dog shall reach the age of six months.

(b) No dog need be vaccinated when a licensed veterinarian has examined the animal and certified that, at such time, vaccination would endanger its health because of its age, infirmity, debility, illness, or other medical consideration; and such exception certificate is presented to the animal control officer within five days of such examination. The animal shall be vaccinated against rabies as soon as its health and age permit. Unvaccinated animals must be confined to the owner's property or a veterinary facility.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-60. Animal at large.

(a) Every owner or keeper of a dog shall cause the same to be under the control of and in custody of a person of sufficient age to adequately control the dog at all times, while the dog is off the premises of the owner. The terms "control" and "custody" mean on a leash of not more than six feet in length or under the voice control of its owner. It shall be lawful to have a dog in an automobile without a leash, but it must be on a leash or under the voice control of its owner if taken out of the vehicle. Violation of this section shall be a petty misdemeanor.

(b) It is unlawful for any domestic diseased animal to run at large.

(c) All animals must be in the care and control of their owner.

(Ord. No. 15-12, § 2, 7-14-2015; Ord. No. 24-03, § 2, 3-26-2024)

Sec. 10-61. Report of dog bites.

Any person knowing of a human being bitten by a dog shall immediately notify the animal control officer or the police department and said dog shall then be confined and kept under observation for a period of ten days before being removed from owner's property or disposed of.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-62. Destroying a dog.

It shall be unlawful for any person other than the animal control officer or a police officer to kill or destroy any dog or animal of the dog kind running at large in the city or that has been known to bite a person within ten days.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-63. Abandonment.

No person shall abandon or release any dog, cat, or other animal with the boundaries of the city.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-64. Potentially dangerous dogs.

(a) The animal control officer will provide the owner of a dog that has been deemed potentially dangerous, per section 10-52, with a potentially dangerous dog incident report.

(b) If the dog has inflicted bites on a human or domestic animal on public or private property, a quarantine notice will also be provided to the owner advising of a ten day quarantine period.

(c) If a proper enclosure cannot be provided for the dog, the animal control officer can seize the dog for the quarantine period. All costs of the care, keeping, and disposition of the dog are the responsibility of the person claiming an interest in the dog.

(d) Any person knowing of a human being bitten by a dog shall immediately notify the animal control officer or the police department and said dog shall then be confined and kept under observation for a period of ten days before being removed from owner's property or disposed of.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-65. Dangerous dogs.

(a) The animal control officer will provide the owner of a dog that has been deemed dangerous, per section 10-52, with a dangerous dog incident report.

(b) If the dog has inflicted bites on a human or domestic animal on public or private property, a quarantine notice will also be provided to the owner advising of a ten-day quarantine period.

(c) An owner of a dangerous dog shall keep the dog, while on the owner's property, in a proper enclosure. If the dog is outside the proper enclosure, the dog must be muzzled and restrained by a substantial chain or leash and under the physical restraint of a responsible person. The muzzle must be made in a manner that will prevent the dog from biting any person or animal but that will not cause injury to the dog or interfere with its vision or respiration.

(d) An owner of a dangerous dog must renew the registration of the dog annually until the dog is deceased. If the dog is removed from the jurisdiction, it must be registered as a dangerous dog in its new jurisdiction.

(e) An owner of a dangerous dog must notify the animal control authority in writing of the death of the dog or its transfer to a new location where the dog will reside within 30 days of the death or transfer, and must, if requested by the animal control authority, execute an affidavit under oath setting forth either the circumstances of the dog's death and disposition or the complete name, address, and telephone number of the person to whom the dog has been transferred or the address where the dog has been relocated.

(f) An animal control authority shall require a dangerous dog to be sterilized at the owner's expense. If the owner does not have the animal sterilized within 30 days, the animal control authority shall seize the dog and have it sterilized at the owner's expense.

(g) A person who owns a dangerous dog and who rents property from another where the dog will reside must disclose to the property owner prior to entering the lease agreement and at the time of any lease renewal that the person owns a dangerous dog that will reside at the property.

(h) A person who transfers ownership of a dangerous dog must notify the new owner that the animal control authority has identified the dog as dangerous. The current owner must also notify the animal control authority in writing of the transfer of ownership and provide the animal control authority with the new owner's name, address, and telephone number.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-65.1. Dangerous dog registration.

(a) *Requirement.* No person may own a dangerous dog in this state unless the dog is registered as provided in this section.

(b) *Registration.* An animal control authority shall issue a certificate of registration to the owner of a dangerous dog if the owner presents sufficient evidence that:

(1) A proper enclosure exists for the dangerous dog and a posting on the premises with a clearly visible warning sign that there is a dangerous dog on the property, including a warning symbol to inform children;

(2) A surety bond issued by a surety company authorized to conduct business in this state in a form acceptable to the animal control authority in the sum of at least $300,000.00, payable to any person injured by the dangerous dog, or a policy of public liability insurance issued by an insurance company authorized to conduct business in this state in the amount of at least $300,000.00, insuring the owner for any personal injuries inflicted by the dangerous dog;

(3) The owner has paid an annual fee of not more than $500.00, in addition to any regular dog licensing fees, to obtain a certificate of registration for a dangerous dog under this section; and

(4) The owner has had microchip identification implanted in the dangerous dog with the name of the microchip manufacturer and identification number of the microchip provided to the animal control authority. If the microchip is not implanted by the owner, it may be implanted by the animal control authority. In either case, all costs related to purchase and implantation of the microchip must be borne by the dog's owner.

(c) *Warning symbol.* If an animal control authority issues a certificate of registration to the owner of a dangerous dog pursuant to subdivision (b), the animal control authority must provide, for posting on the owner's property, a copy of a warning symbol to inform children that there is a dangerous dog on the property. The warning symbol must be the uniform symbol provided by the commissioner of public safety. The commissioner shall provide the number of copies of the warning symbol requested by the animal control authority and shall charge the animal control authority the actual cost of the warning symbols received. The animal control authority may charge the registrant a reasonable fee to cover its administrative costs and the cost of the warning symbol.

(d) *Fee.* The animal control authority may charge the owner an annual fee, in addition to any regular dog licensing fees, to obtain a certificate of registration for a dangerous dog under this section.

(e) *Dangerous dog designation review.* Beginning six months after a dog is declared a dangerous dog; an owner may request annually that the animal control authority review the designation. The owner must provide evidence that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the animal control authority finds sufficient evidence that the dog's behavior has changed, the authority may rescind the dangerous dog designation.

(f) *Law enforcement; exemption.* The provisions of this section do not apply to dangerous dogs used by law enforcement officials for police work.

(g) *Exemption.* Dogs may not be declared dangerous if the threat, injury, or damage was sustained by a person:

(1) Who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog;

(2) Who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or

(3) Who was committing or attempting to commit a crime.

(h) *Tag.* A dangerous dog registered under this section must have a standardized, easily identifiable tag identifying the dog as dangerous and containing the uniform dangerous dog symbol, affixed to the dog's collar at all times.

(Ord. No. 15-12, § 2, 7-14-2015; Ord. No. 21-08, § 3, 2-23-2021)

Editor's note(s)—Ord. No. 15-12, § 2, adopted July 14, 2015, set out provisions intended for use as § 10-65. For purposes of classification, and at the editor's discretion, these provisions have been included as § 10-65.1.

Sec. 10-66. Hearing for dogs deemed dangerous or potentially dangerous.

The owner of a dog that has been deemed dangerous or potentially dangerous may request a hearing to determine the validity of the dangerous or potentially dangerous dog declaration. If such a request is made, the owner must immediately comply with provision 1 of the notice, until the hearing examiner issues an opinion. To appeal the dangerous or potentially dangerous dog declaration:

(1) A request, identifying with specificity the basis for the dog owner's objection to the declaration shall be filed in writing with the office of the chief of police within 14 days after the date of the service of the notice. Failure to do so within 14 days will terminate the owner's right to a hearing.

(2) A $250.00 filing fee shall be submitted with the appeal request. In the event that the dangerous dog declaration is not upheld by the hearing examiner, the filing fee will be refunded to the dog's owner. Per Minn. Stat. § 347.541, if the dangerous dog declaration is upheld by the hearing examiner, actual expenses of the hearing up to a maximum of $1,000.00 will be the responsibility of the dog's owner.

(3) A hearing shall be conducted within ten days, unless a later date is mutually agreed to by the hearing examiner, the dog owner and the city.

(4) The hearing officer shall issue a decision on the matter within ten days after the hearing. The decision must be delivered to the dog's owner by hand delivery or registered mail as soon as practical and a copy must be provided to the animal control authority.

(5) If the hearing officer affirms the dangerous dog declaration, the owner will have 14 days from receipt of that decision to comply with all requirements of the notice.

(6) Any costs incurred for the care, keeping, and disposition of the dog are the responsibility of the person claiming an interest in the dog, except to the extent that a court or hearing officer finds that the seizure or impoundment was not substantially justified by law.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-67. Failure to restrain an attack by a dog.

(a) It shall be unlawful for an owner to fail to restrain a dog from inflicting or attempting to inflict bodily injury to any person or other animal. Violation of this section shall be a misdemeanor. The court, upon a finding of the

defendant's guilt hereunder, is authorized to order, as part of the disposition of the case, that the animal be destroyed based on a written order containing one or more of the following findings of fact:

(1) The animal is dangerous as demonstrated by a vicious attack, an unprovoked attack, an attack without warning, or multiple attacks; or

(2) The owner of the animal has demonstrated an inability or unwillingness to control the animal in order to prevent injury to persons or other animals.

(b) If the court does not order the destruction of the dog, the court, as an alternative, may order the defendant to provide, and show proof to the court of public liability insurance in the minimum amount of $300,000.00.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-68. Stopping an attack.

If any police officer or animal control officer is witness to an attack by a dog upon a person or another animal, the officer may take whatever means they deem appropriate to bring the attack to an end and prevent further injury to the victim.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-69. Dogs disturbing the peace.

It shall be unlawful for any person to own, keep, have in possession, or harbor any dog that howls, yelps, or barks to the reasonable annoyance of another person. Any person violating this section, who upon first requested by a police officer or animal control officer to stop or prevent the annoyance, and refuses to comply with the request will be issued a citation or arrested in accordance with Minnesota Rules of Criminal Procedure, and, if the officer deems it necessary to stop the annoyance, may have the dog taken to the city animal pound. Any dog placed in the pound may be reclaimed by the owner upon payment of the fee prescribed in subsection 10-95(b), and if not reclaimed may be disposed of in the manner provided in subsection 10-95(c).

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-70. Removal of excrement, manure, and carcasses.

(a) It is unlawful for any person who owns or has custody of a dog to cause or permit such animal to defecate on any private property without the consent of the property owner or on any public property unless such person immediately removes the excrement and places it in a proper receptacle. The provisions of this section shall not apply to seeing-eye dogs under the control of a blind person or dogs while being used in city police activity.

(b) It is unlawful for any person who owns or has custody of a dog to cause or permit accumulations of manure and animal excrement, except that any manure maintained in conformance with state law and City Code for use as fertilizer.

(c) It is unlawful for any person who owns or has custody of a dog to cause or permit carcasses of animals not buried at least three feet deep or destroyed within 24 hours after death.

(Ord. No. 15-12, § 2, 7-14-2015; Ord. No. 24-03, § 2, 3-26-2024)

Ord. No. 24-03, § 2, adopted March 26, 2024, amended the title of § 10-70 to read as herein set out. The former § 10-70 title pertained to removal of excrement.

Secs. 10-71—10-94. Reserved.

DIVISION 2. IMPOUNDMENT

Sec. 10-95. Procedure; reclaiming.

(a) *Impoundment.* All dogs picked up by the animal control officer or any of their duly authorized assistants shall be immediately transported to the designated pound. If the owner is known, they shall be immediately notified by telephone or personal contact and by written notice to their last known address. If the owner is unknown, written notice containing a description of the animal shall be posted at the pound and the city hall. The notice shall advise the owner that they have five regular business days to claim the dog. The term "regular business day" means any day during which the pound is open to the public not less than four consecutive hours between the hours of 8:00 a.m. and 7:00 p.m.

(b) *Reclaiming.* An owner may reclaim an impounded dog:

(1) If the dog has a current license: by paying to the pound master an impounding fee plus a boarding fee in an amount determined by agreement between the city and the designated pound, for each day the animal was confined. There shall also be an added impounding fee for any dog impounded twice within 12 months. Such fees shall be set by ordinance.

(2) If the dog does not have a current license: By first obtaining a license from the city administrator and paying the costs to the pound master.

(c) *Unclaimed animals.* Any animal not claimed within the allotted time shall be disposed of in accordance with the provisions of Minn. Stats. § 35.71, subd. 3.

(Ord. No. 15-12, § 2, 7-14-2015)

Secs. 10-96—10-118. Reserved.

ARTICLE III. WILD ANIMALS[3]

Sec. 10-119. Rules and definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

At large means a wild animal that is outside of its secondary enclosure, or when the wild animal is outside of its primary enclosure but within its secondary enclosure and not in the presence of the owner.

Dwelling means a building or portion thereof designed or used exclusively for residential occupancy.

Handling means feeding, manipulating, transporting, restraining, treating, training, working or performing any similar activity with respect to a wild animal.

Impound means to seize and hold in legal custody.

[3]Editor's note(s)—See editor's note at article II.

Livestock means a typical farm animal kept for agricultural use, pleasure or profit, including but not limited to horses, mules, sheep, goats, cattle, swine, fowl, rabbits and mink.

Lot means a tract, plat or portion of a subdivision or other parcel or land intended as a unit for the purpose, whether immediate or future, or transfer of ownership or for the building development.

Owner means a person who keeps a wild animal or the parents or guardians of such a person under 18 years of age.

Portable primary enclosure means the portable structure used to confine a wild animal in a secure manner that prevents the running at large of a wild animal during transportation or temporarily confining such an animal during handling.

Primary enclosure means an individual, partnership, firm, joint stock company, corporation, association, unincorporated association of individuals, trust, estate, or other entity.

Restraint means the portable structure used to confine a wild animal in a secure manner that prevents the running at large of a wild animal during transportation or temporarily confining such an animal during handling.

Secondary enclosure means a structure such as a fence, wall or building, which entirely encloses the area in which the primary enclosures, exercise facilities and training facilities are located and all handling activities occur. Such secondary enclosure serves to contain a wild animal from running at large and to prevent any unauthorized public access.

Structure means anything constructed or erected, the use of which requires a permanent location on the ground or attachment to something having a permanent location on the ground, such as a fence, wall, or building.

The keeping of wild animals means possessing and handling of wild animals on any property and providing such an animal with the necessities of life such as feeding and sheltering. The keeping of wild animals may include animals being used or intended to be used for research, training, breeding, boarding, as a personal pet, or for agricultural purposes. The keeping of a wild animal may also include wild animals intended to be used for exhibition providing that such animals are not exhibited within the city, such as in the case of a public showing, circus or zoo.

Wild animal.

(1) The term "wild animal" means a large or dangerous species that, in their uncaptured wild state, have the physical capacity to be dangerous to the safety and welfare of any person or property. Examples of such wild animals are (but not limited to these examples) bears, lions, wolves, coyotes, cougars, bison, tigers, panthers, monkeys, apes, large alligators and crocodiles (greater than four feet in length), large snakes (greater than six feet), and poisonous snakes, excluding dogs, cats, other traditional house pets and livestock.

(2) Reducing such mammals, reptiles and birds to captivity, whether trained, raised or bred in captivity or otherwise considered domesticated in any manner, shall not remove such wild animals from these requirements and regulations.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-120. Penalty.

A person who fails to comply with or violates provisions of this Code or the restrictions of a conditional use permit or variance shall be guilty of a misdemeanor. Appropriate actions and proceedings may be taken by law or inequity to prevent a violation of this article of the conditions or restrictions of a conditional use permit or variance, to prevent unlawful construction, to recover damages, to restrain, correct or abate a violation, and to prevent illegal use of a lot; these remedies shall be in addition to the penalties described in this section.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-121. Purpose and intent.

It is the intent of this article to establish regulations that will allow as a conditional use the keeping of wild animals, with a conditional use permit in certain zoning districts. The city recognizes that wild animals require special handling to ensure that the health, safety and welfare of the public is protected and all land use conflicts are minimized.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-122. Enforcement.

(a) *Impoundment.* In addition to the penalties imposed in section 10-120, a person in violation of this article may be subject to having the wild animals in question impounded, or destroyed. Owners in violation of this article will have ten days to correct the violation and redeem a wild animal. The owner is responsible for all costs incurred by the city to capture, keep and/or destroy a wild animal. If a wild animal is not redeemed, the city will dispose of such wild animal in any manner it deems necessary such as, but not limited to, selling, destroying, or donating to an appropriate organization or agency.

(b) *Rabies.* A wild animal capable of transmitting rabies which has been known to have bitten a person shall be quarantined and observed for rabies under the direction of a licensed veterinarian for a period of time and in facilities determined to be adequate by that veterinarian and the city. If a wild animal is proven to be rabid, the wild animal shall be destroyed. If a wild animal is proven to not be rabid by a licensed veterinarian, it will be returned to the owner.

(c) *Enforcement authority.* Enforcement officers shall have the right to destroy a wild animal posing an immediate threat of serious harm to any person, livestock or house pet.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-123. Inspection and revocation of conditional use permit.

The city may at any time inspect the lot and structures where a wild animal is kept to determine if the conditional use permit, and the conditions and restrictions of that conditional use permit are being strictly adhered to. The city may require an inspection upon reasonable request and shall reserve the right to have said inspection performed by an approved and qualified consultant.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-124. Nonconforming uses.

A person lawfully keeping wild animals within the city upon the effective date of the adoption of the ordinance from which this article is derived, who does not conform to the provisions of this article, shall be given 30 days to comply or submit application for the necessary permits.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-125. Variances.

(a) *Variance and review criteria.* Where the city finds that extraordinary hardships or practical difficulties may result from strict compliance with the provisions of this article, and the purposes of this article may be served to the same or greater extent by an alternative proposal, the city may approve variances to this article so that substantial justice may be done and the public interest secured, provided that:

(1) Such a variance shall not have the effect of nullifying the intent and purpose of this article; and

(2) The city shall not approve variances unless, based upon the evidence presented to it, it finds that:

a. The granting of the variance would not be detrimental to the public safety, health, or welfare or injurious to property.

b. The conditions that a variance would be based upon are unique to that application for which the variance is sought and are not applicable generally to other applications.

c. The strict enforcement of this article would result in unreasonable and unnecessary requirements or restrictions because a particular hardship would result, as distinguished from an inconvenience.

d. The variance would not in any manner vary the provisions of the Ramsey Comprehensive Plan.

(b) *Application and review.*

(1) The application procedure for a variance from this article shall be the same as section 10-128(b) through (d).

(2) Variances may be reviewed concurrently with an application for a conditional use permit.

(c) *Conditions of approval.* In approving an application for a variance, the city may attach conditions and restrictions as it finds necessary.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-126. Fees.

The applicant for a conditional use permit and/or variance shall pay an application fee as per ordinance. The applicant shall also pay for any costs or expenses incurred by the city during the processing and reviewing of the application, which exceed the application fee. Such expenses shall include, but are not limited to, consultants and other professionals and the cost of printing, mailing, and supplies. Such fees shall become due and payable immediately upon notification by the city. The city shall provide upon the request of the applicant, a breakdown of the various expenses incurred by the city. The city may withhold any final action on an application for a conditional use permit or variance and/or rescind prior actions until all fees are fully paid. The city may require additional deposits, above and beyond the application fee, if found necessary.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-127. General regulations.

(a) *Prohibition.* No person shall keep a wild animal unless such a use is specifically permitted by this article and all regulations are satisfied.

(b) *Regulations.*

(1) *Enclosures.*

a. A wild animal shall be confined, sheltered and led in a primary enclosure contained entirely within a secondary enclosure.

b. All primary and secondary enclosures shall meet minimum requirements of structural soundness and security as deemed satisfactory by the city. All primary and secondary enclosures;

1. Shall be constructed of steel bar, link, wire or other suitable material of sufficient strength to contain the proposed animal;

2. Shall be adequately braced and securely anchored at ground level;

3. Shall be constructed such as to prevent a wild animal from digging out from under the enclosure;

4. Shall be key or combination locked to prevent unauthorized entrance;

5. Shall be located so that all access to primary enclosures must be from within the secondary enclosure;

6. Shall be adequately signed to notify the public of the presence of wild animals and the danger that exists.

(2) The transportation of a wild animal outside of the secondary enclosure shall be in a vehicle specially equipped for the transportation of wild animals and a portable primary enclosure as approved by the city.

(3) *Running at large.*

a. It shall be prohibited for a wild animal to run at large.

b. A wild animal shall be under the restraint of its owner.

c. Tools for capturing wild animals shall be readily accessible, such as traps, firearms, tranquilizing guns and nets.

(4) *Sanitation and health.*

a. The lot on which a wild animal is kept shall be maintained in a clean, sanitary and neat manner in accordance with the conditions of the permit.

b. A wild animal shall be maintained in a healthy state so as to prevent the transmittal of disease to other animals or persons.

c. All animal waste shall be properly and timely disposed of in accordance with the conditions of the permit.

(5) *Zoning and lot requirements.*

a. All zoning code regulations shall be complied with.

b. Additional regulations shall be as follows:

1. The keeping of wild animals shall be allowed only as a conditional use in any zoning district of the city.

2. The lot on which a wild animal as defined herein is kept shall be at least two and one-half acres in size.

3. The structures, primary and secondary enclosures and all uses associated with the handling of wild animals, shall be set back a minimum of 100 feet front yard; 30 feet side yard and 50 feet rear yard.

4. The structures, primary and secondary enclosures and all areas in which a wild animal is handled shall be located a minimum of 300 feet from all dwellings other than that of the owner.

5. The activity areas in which a wild animal is handled shall be screened or landscaped in such a manner as to prevent them from being visible at any time of the year from the road right-of-way, and public properties.

(Ord. No. 15-12, § 2, 7-14-2015)

Sec. 10-128. Conditional use permit for wild animals.

(a) *Prohibition.* No person shall keep a wild animal unless a conditional use permit has been approved by the city for that person and that activity, in accordance with this article.

(b) *Submittal of application.* Complete application for a conditional use permit shall include the following:

(1) One copy of the completed application form.

(2) One copy of a letter explaining in detail the proposed use and addressing regulations in section 10-127, and review criteria in this section.

(3) One copy of an accurate site plan (drawn to scale) or survey of the lot on which the proposed use would occur and the adjacent lots showing:

a. Lot dimensions;

b. Location, size and configuration of the area proposed to be used for the keeping of wild animals, including all existing and proposed buildings, structures, and enclosures;

c. Setbacks from front lot line, side lot lines, and rear lot line, and distances from neighboring dwellings, pastures, barns, and corrals;

d. Vegetation and terrain features such as steep slopes, wetlands, woods and any natural and proposed screening or landscaping;

e. Driveways, public and private roadways, parking and loading areas;

f. Easements for roads, access, open space, views, and utilities; and

g. Location of well and septic.

The city reserves the right to require a certificate of survey.

(4) One copy of all permits required from the state department of natural resources, United States Department of Agriculture, United States Fish and Wildlife, and other governmental agency.

(5) One copy of the owner's qualifications, list of professional references and any other background materials as required by the zoning administrator.

(6) Payment of application fee and miscellaneous fees as established by ordinance.

(7) One copy of building plans for primary and secondary enclosures.

(8) Any additional information found necessary by the city zoning administrator.

(c) *Application deadline.* A completed application for a conditional use permit shall be submitted no later than 30 days before the next regularly scheduled planning commission meeting.

(d) *Review of council and planning commission.*

(1) Upon submittal of a completed application, the zoning administrator shall schedule a public hearing at the next planning commission meeting. The police chief shall receive a copy of the application and forward any recommendations to the zoning administrator who shall then review the application and police comments and may make recommendations to the planning commission. The planning commission shall consider the application for a conditional use permit and thereafter make recommendations to the council. The council shall then approve, with modifications, or deny the application for a conditional use permit by resolution that shall set forth in detail any conditions and restrictions to which the approval is subject or reasons for denial.

(e) *Review criteria.* In acting upon an application for a conditional use permit, the city shall consider the following criteria:

(1) Surrounding land uses.

(2) Structural soundness and security of all primary and secondary enclosures.

(3) Design, size, location and configuration of all primary and secondary enclosures.

(4) Maintenance of the primary and secondary enclosures and all other structures and areas used in relation to the keeping of any wild animal.

(5) Nuisances such as noise and odors.

(6) Aesthetics, including the appearance of the lot and structure where a wild animal is kept.

(7) Compliance with all sections of this Code.

(8) Regulations of the state department of natural resources, United States Department of Agriculture, United States Fish and Wildlife, or any other governmental agency.

(9) Nature and characteristics of each type of animal being proposed such as its size, strength, disposition, and its ability to harm a person or property.

(10) Other criteria found relevant by the city.

The applicant shall prove that the use as proposed in the conditional use permit application would not result in any detrimental effects as per the criteria listed in this subsection (e).

(f) *Conditions of approval.* In approving an application for a conditional use permit, the city may attach conditions and restrictions as it finds necessary, including but not limited to the following:

(1) Restrictions on the number and type of animals.

(2) Setbacks greater than those required in section 10-127.

(3) Minimum and/or maximum distance between primary and secondary enclosures.

(4) Minimum height of enclosures.

(5) Size of the enclosures.

(g) *Expiration.* A conditional use permit shall remain in effect as long as the conditions agreed upon are observed and the permit holder is in compliance with all other regulations or standards of this chapter.

(Ord. No. 15-12, § 2, 7-14-2015)

CC Regular Session

Meeting Date: 01/27/2026

Primary Strategic Plan Initiative: Improve the safety and mobility of transportation corridors.

Title:

Introduce Ordinance #26-01, Amending Section 30-5, Nuisances

Purpose/Background:

During 2025, the Police Department and a City Council Member received separate complaints of an ongoing nuisance noise disturbance reported by Ramsey citizens. The complainants stated that it has become an ongoing loud disturbance of semi-trucks using engine brakes on St. Francis Blvd. NW (Highway 47) in the area between Sunwood Dr. NW and Nowthen Blvd. NW. The total complaints received in 2025 were two (2).

An engine brake retarder, commonly known as a "Jake Brake", is a supplemental braking system for heavy vehicles that uses the engine itself to slow the vehicle down, reducing reliance on traditional friction brakes, preventing overheating, and saving wear. They are known for their loud noise because it essentially turns the engine into a powerful air compressor, creating resistance that helps maintain speed on descents without requiring constant brake application.

Minnesota State Statute §169.69, as well as Ramsey City Ordinance 30-5(3), both address vehicle noise laws. Before installing a sign to educate drivers and help stop this nuisance, it is recommended to add specific language to the city code clarifying that the use of an engine retarding brake is prohibited.

It is recommended to add 30-5(3)(a), which would state, "It shall be a violation of this section to intentionally use an engine retarding brake on any public highway, street, parking lot, or alley within the city that causes abnormal or excessive noise from the engine, except in an emergency." This subsection will provide clear direction to vehicles being operated in Ramsey that using an engine brake retarding is a noise nuisance. Through signage, education, and enforcement, Ramsey residents will be protected from this noise nuisance.

Notification:

Posting a copy of the Ordinance on the bulletin board in the lobby of City Hall on the day of the introduction, and maintaining this posting until the day after the adoption.

Time Frame/Observations/Alternatives:

Introduction date: 1/27/2026
Ordinance posting dates: 1/27/2026 to 2/11/2026
Adoption date: 2/10/2026
Publication date: 2/13/2026
Effective date: 2/13/2026

This ordinance becomes effective upon publication, subject to City Charter Section 5.07.

Funding Source:

Costs of this project are considered a part of staff's typical duties.

Recommendation:

Staff recommends approval of the proposed ordinance.

Outcome/Action:

Motion to introduce Ordinance #26-01 amending Section 30-5.

Roll call vote.

Attachments

Ordinance 26-01

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	01/22/2026 02:06 PM
Form Started By: Brad Bluml		Started On: 12/29/2025 11:58 AM
Final Approval Date: 01/22/2026		

ORDINANCE #26-01
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE AMENDING CHAPTER 30, SECTION 5 - NUISANCES

The City Council of Ramsey ordains:

Underlined text is inserted into City Code.
~~Strikethrough~~ text is deleted from City Code.

SECTION 1. AUTHORITY

This Ordinance is adopted pursuant to and under the authority of the City Charter of the City of Ramsey.

SECTION 2. AMENDMENT TO CHAPTER 30 (NUISANCES CODE).

The following portion of Chapter 30, Section 5, is amended as follows:

Sec. 30-5. – Noise.

(2) *Electronic sound system/audio equipment.*

a. No person shall use or operate any device, instrument, electronic sound system or audio equipment including, but not limited to, any compact disc player, cassette tape player, AM/FM radio, citizen band radio, paging system, or any other device designed to produce or reproduce audio sound; in such an unreasonably loud manner that it disturbs the peace, quiet, and comfort of others or interferes with the right of another to use peacefully his/her property or public property without disturbance.

b. It shall be presumed that a violation of this section has occurred when any electronic sound system or audio equipment is operated in a manner in which it is plainly audible at a distance of 50 feet or more.

c. When sound violating this section is produced by an electronic sound system or audio equipment that is located in or on a vehicle, the vehicle's owner is guilty of the violation, provided that if the vehicle's owner is not present, the person in charge of the vehicle at the time of the violation is guilty of the violation.

d. This section shall not apply to sound produced by the following:

1. Amplifying equipment used in connection with activities for which a permit has been granted or in connection with activities of any organized school, church, civic, or other event or activity open to the public and occurring between the hours of 7:00 a.m. and 10:00 p.m. while still maintaining decibel limits set by Minnesota State Law.

2. Anti-theft devices;

3. Bells, chimes, carillons, or the like in association with a religious institution or school;

4. Emergency civil defense warning signals; and

5. Authorized emergency vehicles or other vehicles required by law to be equipped with sound devices.

(3) *Operation.* To operate or to cause to be operated, ~~but not limited to,~~ the use of any noise creating blower or power fan, internal combustion engine, air compressor or steam engine, automobile, motorcycle, snowmobile, motor boat, motor bike, scooter, recreational vehicle, all-terrain vehicle, off-highway motorcycle, off-road vehicle, go-cart, or remote-controlled airplane, boat, or other vehicle powered by an engine or motor, the operation of which causes noise, unless the noise from the blower or fan is muffled and such engine or compressor is equipped with a muffler device in accordance with Minn. Stat. §169.69, sufficient to deaden and effectively prevent such noise so that the noise shall not annoy, disturb or affect the comfortable enjoyment of life or property.

a. It shall be a violation of this section to intentionally use an engine retarding brake on any public highway, street, parking lot, or alley within the city that causes abnormal or excessive noise from the engine, except in an emergency.

SECTION 3. SUMMARY

The following official summary of Ordinance #26-01 has been approved by the City Council of the City of Ramsey as clearly informing the public of the intent and effect of the Ordinance:

"The purpose of this ordinance #26-01 is to repeal, modify, and add to portions of Chapter 30 (Nuisances), Section 5, pertaining to noise and the prohibited use of an engine retarding brake."

SECTION 4. EFFECTIVE DATE

This Ordinance becomes effective upon publication, subject to City Charter Section 5.07.

PASSED by the City Council of the City of Ramsey, Minnesota the ___ day of _____, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Introduction date: January 27, 2026
Posting dates:
Adoption date:
Publication date:
Effective date: